

WAYZATA CITY COUNCIL

Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, March 5, 2019

4:45 p.m. Dinner Available for Wayzata City Council - Conference Room

WORKSHOP TOPICS FOR DISCUSSION:

- **Sustainability Commission (5:15 p.m.)**
- **Walker Avenue/Rice Street Intersection (5:45 p.m.)**
- **Tobacco Ordinance (6:15 p.m.)**

7:00 PM - CITY COUNCIL MEETING

- 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 Workshop and City Council Regular Meeting Minutes of February 19, 2019
 - Approval of Check Register
 - Approval of Municipal Licenses
 - Adopt Resolution 09-2019 Approving Conditional Use Permit and Variances at 231 Manitoba Avenue South
 - Approval of Design Services Agreement with Three Rivers Park District for Dakota Rail Regional Trail Extension
 - Adopt Resolution 08-2019 Amending the 2019 Fee Schedule to Reflect Hennepin County Solid Waste Tax Increase
 - Adopt Resolution 12-2019 Approving Amended Post-Issuance Debt Compliance Policy and Procedures for Tax-exempt and Tax-advantaged Governmental Bonds
 - Approve Proposal and Authorize Professional Services Contract with Stantec for Design of Parking Lot at 235-275 Lake Street East
- 8. New Business**
 - Consider Resolution 13-2019 Approving Schematic Design for the Realignment of the Dakota Rail Regional Trail from Ferndale Road South to Barry Avenue South
 - Consider Resolution 10-2019 Approving a Conditional Use Permit for Penny's Coffee at 800 Lake Street East
 - Consider Responses to 2019 Construction Impact Mitigation Strategy Request for Qualifications
- 9. City Manager's Report and Discussion Items**
- 10. Public Forum (as necessary)**
- 11. Adjournment**

Meeting Rules of Conduct:

Turn in white card for public forum and blue card for agenda item

Give name and address

Indicate if representing a group

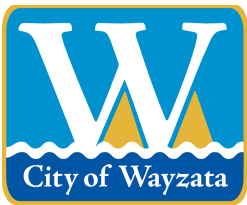
Limit remarks to 3 minutes

Upcoming Meetings:

City Council - March 19 & April 2, 2019

Planning Commission - March 18 & April 1, 2019

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



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.a.
TITLE: Approval of City Council Workshop and City Council Regular Meeting Minutes of February 19, 2019	
PROPOSED MOTION: To Approve the City Council Workshop Meeting Minutes and City Council Regular Meeting Minutes of February 19, 2019	
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. Draft City Council Workshop Minutes of February 19, 2019
2. Draft City Council Meeting Minutes of February 19, 2019

WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
February 19, 2019

5:15 p.m. Lake Effect Financing Plan Update

Mayor Willcox called the meeting to order at 5:15 p.m. in the Community Room at Wayzata City Hall. Council Members present: Buchanan, Koch, McCarthy and Plechash. Also present: City Manager Dahl, Director of Public Works/City Engineer Kelly, Lake Effect Conservancy Board Chair Andrew Mullin, and Finance Director Steve McDonald. Civitas Consultant Scott Jordan and Jonathan Vlaming of Three Rivers Park District were present.

Steve McDonald provided an update to the Lakefront Improvement Fund (Lake Effect) with refined expenditures, revenues, and sources, based on the latest design updates. He discussed that the fund is a part of the City's broader Capital Improvements Plan (CIP) detailing that the objective of this fund is to illustrate a financing plan for Phase I of the Lake Effect Project, which consists of the public portion of the project (north of the railroad tracks—Lake Street and Lake Street Plaza).

Mr. McDonald also lead a discussion regarding the Lake Effect Conservancy's financing options for Phase II—south of the railroad tracks and some potential next steps. Consensus was to draft a policy that would outline details of the financial relationship between the Lake Effect Conservancy and the City as the City is now moving forward with the public portion north of the railroad tracks and the Conservancy is raising funds.

6:00 p.m. Dakota Rail Regional Trail Extension Alternatives

Mayor Willcox introduced the next item on the workshop agenda.

Council Members present: Buchanan, Koch, McCarthy and Plechash. Also present: City Manager Dahl, Director of Public Works/City Engineer Kelly, and Finance Director Steve McDonald. Scott Jordan from Civitas and Jonathan Vlaming of Three Rivers Park District discussed the four alternatives for the planned Dakota Rail Regional Trail Extension from Barry Avenue to Ferndale Road.

Mr. Jordan discussed feedback received from the individual meetings with property owners along Lake Street, the open house on February 6th, and online survey results using Polco.

Each Council Member provide comments on the Ferndale Road intersection as well as on the individual options trail alignment options. The consensus was that a new option should be created that was similar to option 1A, however including a longer turn lane at Ferndale to allow for westbound stacking when trains cross Ferndale.

Mr. Dahl indicated that next steps include taking the feedback from the workshop and presenting a recommendation for the Council to consider at the next regular meeting.

The workshop meeting was adjourned at 6:50 pm.

Respectfully submitted,

Kathy Leervig
City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
February 19, 2019

AGENDA ITEM 1. Call to Order.

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

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

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

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Charter Commission Update

Dan Day introduced himself as the new Charter Commission Chair and discussed the annual meeting held on November 26, 2018. The Commission was asked to research and determine why the Council required a four-fifths or super majority vote for some actions and not others. The research proved to be challenging and the Commission was unable to find a definitive answer.

Mayor Willcox asked if the Commission had a recommendation for the Council. Mr. Day explained that the Commission wanted direction from the Council on how to proceed.

Mr. Schelzel clarified that the instances were in the City Code and not in the City Charter. He explained that some were required by state law, but the rest were policy decisions and up to the Council. Mayor Willcox commented it was probably time to review the instances that were required because of previous policy decisions.

Mrs. McCarthy noted that the instances that required a super majority vote were significant such as bonding or vacating streets. Mr. Day agreed that six out of ten instances surrounded the budget.

Mr. Plechash said he would like a chance to review the ten instances and let the Council debate if any should be changed. The Council agreed.

b. Presentation of Officer Bill Matthews Memorial Highway (US Highway 12) Signs

Mayor Willcox talked about one of Wayzata's worst tragedies that occurred in September of 2017 when a police officer was lost in an unnecessary accident due to distracted or impaired driving. He wanted to remember, learn from the accident, and focus on the sacrifice. This culminated in the dedication of Officer Bill Matthews Memorial Highway.

Police Chief Risvold thanked Senator David Osmek, Senator Paul Anderson, and Representative Jerry Hertaus for their committed work to accomplish this highway dedication. Chief Risvold discussed distracted and impaired driving.

1 Mr. Hertaus was very honored to author the bill in the House. Officer Matthews
2 couldn't be replaced, but this was a token of gratitude. Mr. Hertaus asked Officer
3 Matthews' son, Wyatt, to promise to honor his Father and stay away from drugs and
4 alcohol.

5 Mr. Anderson thanked everyone involved and commented on the special
6 community of Wayzata.

7 Mr. Osmek noted that distracted driving would be a priority during the next session.

8 Chief Risvold presented a replica of the sign that would be on the highway and
9 presented it to Officer Matthews' wife, Shawn.

10
11 **c. Swearing in of Police Officer Corinn Jimenez**

12 Mr. Dahl administered the oath of office for Officer Jimenez.

13 Chief Risvold shared Officer Jimenez's biography and congratulated her.

14 Officer Jimenez was grateful to have a chance to give back to the community as
15 law enforcement was one of her life long goals.

16
17 **d. Recognition of 40 Years of Service for City Prosecuting Attorney Jeff Lambert**

18 Mayor Willcox said Mr. Lambert was so much more than a contract prosecutor. He had
19 served on the Chamber and the Crime Prevention Board, was moderator for candidate
20 forms, was heavily involved in crime prevention, and more. Mayor Willcox thanked him
21 for his years of service and read the certificate.

22 Mr. Lambert thanked the Council.

23
24 **AGENDA ITEM 6. New Agenda Items.**

25 None.

26
27 **AGENDA ITEM 7. Consent Agenda.**

28 Mayor Willcox pulled Item 7.g. for discussion. He voiced a concern that of the 350 people
29 who made use of the programming in the park only about 100 were Wayzata residents. He
30 suggested that the fee be renegotiated.

31 Mr. Dahl shared that the goal for Minnetonka Community Education (MCE) was
32 to see an increase in Wayzata residents. Additional dollars would be allocated if that goal
33 was achieved. The City is partnering with MCE because if Wayzata provided the services,
34 it would not be cost effective. Mr. Kelly added the programming was in its third year and
35 each year the goals were becoming more specific.

36 Mrs. McCarthy asked staff to provide the specific numbers for the past three years
37 and was interested in building an incentive program. Mr. Kelly replied that he did not have
38 the specific numbers with him; however, he explained that for this year Wayzata requested
39 that a quarter of the total participants be Wayzata residents. He also noted that \$7,000 goes
40 toward marketing in Wayzata and \$4,000 was available for park improvements. Mrs.
41 McCarthy asked for the historical information going forwards so the Council could decide
42 if it should renegotiate.

43 Mr. Koch made a motion, seconded by Mr. Buchanan, to approve the consent
44 agenda:

- 45 a. Approval of City Council Workshop Minutes of February 5, 2019 and City Council
46 Regular Meeting Minutes of February 5, 2019

- b. Approval of Check Register
- c. Approval of Municipal Licenses
- d. Police Activity Report
- e. Building Activity Report
- f. Acceptance of Mediacom Quarterly Customer Service Report
- g. Approval of 2019 Recreation Programming Contract with Minnetonka Community Education

The motion carried 5/0.

AGENDA ITEM 8. New Business.

a. Consider Approval of Resolution No. 07-2019 Urban Hennepin County Community Development Block Grant (CDBG) Program Funds on Behalf of Hammer Residences

Mr. Dahl presented the request from Hammer Residences for the City to sponsor an application for improvements needed for two of its group homes in Wayzata. Every year the Federal Government distributed funds for CDBG Programs. The programs were typically for public services and capital improvements that benefited low and moderate-income families and individuals. The grant application would have no impact on the City's General Fund Budget.

Mr. Plechash asked if an approved grant could diminish other grants the City might apply for or receive. Mr. Dahl answered that it would not in this case because it was the grant was for a very specific program.

Mrs. McCarthy made a motion, seconded by Mr. Plechash, to Adopt Resolution No. 07-2019, Approving City of Wayzata Application on Behalf of Hammer Residences for 2019 Urban Hennepin County Community Development Block Grant (CDBG) Program Funds and Authorizing Execution of Subrecipient Agreements. The motion carried 5/0.

b. Update of Verizon Wireless Telecommunication Facility at 1000 Superior Boulevard

Mr. Dahl discussed delays to the construction of a telecommunications facility on the Edina Realty building by Verizon Wireless. The City issued a building permit on July 30, 2018 and the permit was still valid. The antenna arrays had been constructed and were operational. However, the screening walls that were required by the City Council were still missing. Staff had been in contact with representatives of Verizon and a representative had agreed to attend the meeting to provide an update, present options, and receive direction from the Council.

Rebecca Roesler, Vertical Limit Construction Manager, explained that an error had occurred from the very beginning when only one panel was ordered. The second panel was currently being fabricated and was expected to ship the last week in March. She hoped

Mr. Plechash asked if the unscreened antennas posed a health risk. Ms. Roesler responded that they did not.

Mrs. McCarthy stated her preference was for Vertical Limit to install the one panel it already had. She was disappointed in the long delay and spoke of being a good neighbor.

Mr. Dahl suggested setting a deadline and administering a citation if the project was not complete.

Mr. Buchanan asked if they were in violation of the ordinance currently. Mr. Schelzel confirmed that Verizon was in violation of the zoning ordinance as well as the Conditions of Approval for the Conditional Use Permit.

The Council discussed whether the contractor should be required to proceed with installation of the one panel it had and whether to cite Verizon immediately or if they miss the next agreed upon deadline. The consensus was to cite Verizon for the violation of the zoning ordinance and require the contractor to install the panel as soon as possible.

c. Consider Approval of Resolution No. 06-2019 Supporting an Application to the Hennepin County Business District Initiative

Mr. Dahl explained that Hennepin County had funding available to support municipal initiatives to strengthen priority small business districts and main streets through its Business District Initiative. Due to the significant negative impact the community would endure during 2019 because of three substantial road construction projects, staff suggested initiating a comprehensive marketing and communication plan to help mitigate those impacts. Applying for matching funds through the Business District Initiative would help enhance the City's marketing and communication plan. If the County granted the City \$50,000, the City and its partners would have to fund at least \$50,000 as well.

Mr. Plechash asked about the matching requirements. Mr. Dahl explained that the City had already allocated the funds and the County would match what the City spent up to \$50,000.

Mr. Koch could not see any downside.

Mr. Plechash made a motion, seconded by Mr. Buchanan, to Adopt Resolution No. 06-2019, Supporting an Application from the City of Wayzata for a Grant Funding to the Hennepin County Corridor Planning Program. The motion carried 5/0.

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

a. Upcoming Events/Announcements

- League of Minnesota Cities 2019 Annual Conference on June 26-28, 2019

b. Council Member Updates/Announcements

Mayor Willcox announced the winners of the Chilly Open Chili Competition.

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

There were no comments.

AGENDA ITEM 11. Adjournment.

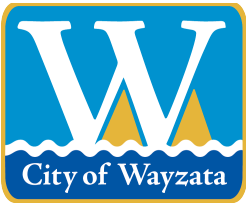
Mrs. McCarthy made a motion, seconded by Mr. Koch to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 8:12 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

- 1
- 2 Drafted by Sarah Peterson
- 3 *TimeSaver Off Site Secretarial, Inc.*

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.b.
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for January & February 2019	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the January & February 2019 Check Register.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. January & February 2019 check register

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
10100 Old National					
Paid Chk#	112145	2/20/2019	3D SPECIALTIES		
E 101-43100-226	Sign Repair Materials		\$2,311.43	207517	PARTS
	Total 3D SPECIALTIES		\$2,311.43		
Paid Chk#	112146	2/20/2019	AT&T MOBILITY		
E 101-41940-321	Telephone		\$389.78	287284904965	SERVICE
	Total AT&T MOBILITY		\$389.78		
Paid Chk#	112147	2/20/2019	BAKER, BRIAN		
E 640-48000-499	Miscellaneous		\$180.00	CHILLY OPEN	CHILLY OPEN 2019
	Total BAKER, BRIAN		\$180.00		
Paid Chk#	112148	2/20/2019	BANK OF AMERICA		
E 101-42200-210	Operating Supplies (GENERAL)		\$82.52		FD SUPPLIES
E 101-42200-404	Repairs/Maint - Machin/Equip		\$486.81		FD REPAIRS
	Total BANK OF AMERICA		\$569.33		
Paid Chk#	112149	2/20/2019	BEST & FLANAGAN		
E 305-40000-304	Legal Fees		\$87.50	501440	TIF#6
E 101-41500-304	Legal Fees		\$1,462.50	501440	CITY COUNCIL
E 101-41500-304	Legal Fees		\$585.00	501440	CITY CONTRACTS
E 233-40000-304	Legal Fees		\$1,170.00	501440	LAKE EFFECY
E 101-41500-304	Legal Fees		\$487.50	501440	GENERAL
E 101-41500-304	Legal Fees		\$195.00	501440	LIQ.LICENSES
	Total BEST & FLANAGAN		\$3,987.50		
Paid Chk#	112150	2/20/2019	CITY VIEW PLUMBING & HEATING		
E 640-48000-401	Repairs/Maint Buildings		\$244.63	48438	MEN'S RESTROOM REPAIRS
	Total CITY VIEW PLUMBING & HEATING		\$244.63		
Paid Chk#	112151	2/20/2019	CONSTRUCTION MIDWEST, INC.		
E 620-40000-225	Repair & Maint - System		\$178.50	0064432400	SEWER LIFTSTATION #14
	Total CONSTRUCTION MIDWEST, INC.		\$178.50		
Paid Chk#	112152	2/20/2019	CUMMINS NPOWER, LLC		
E 610-40000-242	Well & F.P. Equipment		\$797.24	E4-73941	GENERATOR PARTS
	Total CUMMINS NPOWER, LLC		\$797.24		
Paid Chk#	112153	2/20/2019	DELTA DENTAL OF MINNESOTA		
G 101-21717	Dental Insurance		\$2,548.35	7565145	DENTAL INS.-MARCH 2019
	Total DELTA DENTAL OF MINNESOTA		\$2,548.35		
Paid Chk#	112154	2/20/2019	EHLERS		
E 316-40000-304	Legal Fees		\$480.00	79502	TIF#5
G 802-20365	253 LAKE STREET-HOYT		\$405.00	79503	HOYT ESCROW PROJECT
G 802-20379	ZITZLOFF TIF REDEVELOPMENT		\$2,160.00	79504	ZITZLOFF TIF PROJECT
	Total EHLERS		\$3,045.00		
Paid Chk#	112155	2/20/2019	ELAN-CARDMEMBER SERVICES		
E 101-41500-331	Mileage & Expense Account		\$165.58		MTG.MEALS
E 101-41500-306	Personnel Expense		\$473.54		STAFF MTG.
E 101-41500-306	Personnel Expense		\$55.26		WELLNESS MTG
E 235-40000-433	Dues, Licensing & Seminars		\$1,140.60		CONF.REG.
E 101-42100-434	Training and schools		\$150.00		PD TRAINING
E 101-42100-210	Operating Supplies (GENERAL)		\$243.28		PD SUPPLIES
E 101-41500-306	Personnel Expense		\$69.87		EMP.RECOG./HOSP.
E 101-41100-499	Miscellaneous		\$18.26		TYACKE RECOG.

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
E 630-40000-433	Dues, Licensing & Seminars		\$29.95		MV DUES
E 630-40000-331	Mileage & Expense Account		\$90.75		MV STAFF MTG
E 101-42100-306	Personnel Expense		\$60.00		PD NEW HIRE BACKGROUND
E 630-40000-210	Operating Supplies (GENERAL)		\$870.59		MV SUPPLIES
E 101-42200-210	Operating Supplies (GENERAL)		\$181.63		FD SUPPLIES
E 640-47000-497	Credit Card Fees		\$15.60		STORE CC PROCESSING
E 640-47000-306	Personnel Expense		\$33.13		STORE EMP.ADS
E 640-48000-404	Repairs/Maint - Machin/Equip		\$356.40		BAR SUPPLIES
E 640-48000-497	Credit Card Fees		\$52.50		BAR CC PROCESSING
E 640-48000-306	Personnel Expense		\$38.92		BAR EMP.ADS
E 101-41500-311	Data Processing		(\$136.50)		SOFTWARE LICENSE
E 101-45200-210	Operating Supplies (GENERAL)		\$58.17		PARKS SUPPLIES
Total	ELAN-CARDMEMBER SERVICES		\$3,967.53		
Paid Chk#	112156	2/20/2019	EMERGENCY AUTOMOTIVE		
E 409-42100-550	Vehicles		\$8,351.17	OAK18177	PD NEW SQUAD EQUIPMENT
Total	EMERGENCY AUTOMOTIVE		\$8,351.17		
Paid Chk#	112157	2/20/2019	FIDELITY SECURITY LIFE		
G 101-21722	Vision Insurance		\$73.11	2266181	VISION INS. - MARCH 2019
Total	FIDELITY SECURITY LIFE		\$73.11		
Paid Chk#	112158	2/20/2019	FORCE AMERICA INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$57.87	1312813	PARTS
Total	FORCE AMERICA INC.		\$57.87		
Paid Chk#	112159	2/20/2019	GRAINGER, INC.		
E 101-42100-240	Small Tools and Minor Equip		\$45.45	9088252367	PD TOOLS
Total	GRAINGER, INC.		\$45.45		
Paid Chk#	112160	2/20/2019	GREAT NORTHERN ENVIRONMENTAL		
E 610-40000-210	Operating Supplies (GENERAL)		\$102.58	2313	SUPPLIES
Total	GREAT NORTHERN ENVIRONMENTAL		\$102.58		
Paid Chk#	112161	2/20/2019	HAWKINS, INC		
E 610-40000-242	Well & F.P. Equipment		\$214.13	4437578	PARTS
Total	HAWKINS, INC		\$214.13		
Paid Chk#	112162	2/20/2019	HEIDER, NICK		
E 630-40000-331	Mileage & Expense Account		\$31.37	REIMB.	DAY WITH LEGISLATORS - LUNCH & PARKING
Total	HEIDER, NICK		\$31.37		
Paid Chk#	112163	2/20/2019	HENN.CNTY.INFO.TECH.DEPT.		
E 101-43100-323	Radio Units		\$0.00		RADIO LEASE
E 101-45200-323	Radio Units		\$0.00		RADIO LEASE
E 610-40000-323	Radio Units		\$0.00		RADIO LEASE
E 620-40000-323	Radio Units		\$0.00		RADIO LEASE
E 101-42100-323	Radio Units		\$0.00		PD RADIO LEASE
E 101-42200-323	Radio Units		\$1,209.72	1000122742	FD RADIO LEASE
Total	HENN.CNTY.INFO.TECH.DEPT.		\$1,209.72		
Paid Chk#	112164	2/20/2019	J.H. LARSON COMPANY		
E 101-41940-210	Operating Supplies (GENERAL)		\$43.53	S101935587.0	SUPPLIES
Total	J.H. LARSON COMPANY		\$43.53		
Paid Chk#	112165	2/20/2019	KROPP, PATRICK		
E 640-48000-499	Miscellaneous		\$180.00	CHILLY OPEN	CHILLY OPEN 2019
Total	KROPP, PATRICK		\$180.00		

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
Paid Chk# 112166	2/20/2019	LAW ENFORCEMENT LABOR SERVICES			
G 101-21707	Police union dues		\$459.00	PD DUES FEB	PD UNION DUES
al	LAW ENFORCEMENT LABOR SERVICES		\$459.00		
Paid Chk# 112167	2/20/2019	LEXISNEXIS RISK DATA			
E 101-42100-309	Contractual Services		\$33.00	121455020190	PD SERVICE
Total	LEXISNEXIS RISK DATA		\$33.00		
Paid Chk# 112168	2/20/2019	LYNN & ASSOCIATES			
E 101-41500-302	Consultants		\$150.00	EQ1-2019	EXECUTIVE COACHING
Total	LYNN & ASSOCIATES		\$150.00		
Paid Chk# 112169	2/20/2019	M.M.K.R. & COMPANY			
E 101-41500-301	Auditing and Acct g Services		\$3,600.00	45530	AUDIT
Total	M.M.K.R. & COMPANY		\$3,600.00		
Paid Chk# 112170	2/20/2019	MADDEN, GALANTER, HANSEN, LLP			
E 101-41500-304	Legal Fees		\$320.00	1/31/19	LABOR RELATIONS
Total	MADDEN, GALANTER, HANSEN, LLP		\$320.00		
Paid Chk# 112171	2/20/2019	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$1,853.05	21173006	FUEL
E 101-49200-212	Motor Fuels		\$1,010.11	21173865	FUEL
Total	MANSFIELD OIL COMPANY		\$2,863.16		
Paid Chk# 112172	2/20/2019	MCCARTHY, TIMOTHY			
E 101-42100-331	Mileage & Expense Account		\$26.44	REIMB.	MILEAGE & MEAL
Total	MCCARTHY, TIMOTHY		\$26.44		
Paid Chk# 112173	2/20/2019	MEDIACOM			
E 101-41940-321	Telephone		\$347.80		SERVICE
Total	MEDIACOM		\$347.80		
Paid Chk# 112174	2/20/2019	NAPA AUTO PARTS-LONG LAKE			
E 620-40000-210	Operating Supplies (GENERAL)		\$13.99	3270-431003	SUPPLIES
Total	NAPA AUTO PARTS-LONG LAKE		\$13.99		
Paid Chk# 112175	2/20/2019	NORTHWESTERN POWER EQUIPMENT			
E 610-40000-242	Well & F.P. Equipment		\$261.94	190045DJ	PARTS
ital	NORTHWESTERN POWER EQUIPMENT		\$261.94		
Paid Chk# 112176	2/20/2019	OFFICE LIQUIDATORS, INC			
E 409-40000-540	Equipment		\$1,950.00	21845	STANDUP DESKS
Total	OFFICE LIQUIDATORS, INC		\$1,950.00		
Paid Chk# 112177	2/20/2019	PLUNKETT S PEST CONTROL			
E 640-48000-409	Maint services & Improv		\$82.66	6185095	SERVICE
Total	PLUNKETT S PEST CONTROL		\$82.66		
Paid Chk# 112178	2/20/2019	PURCHASE POWER			
E 101-49200-322	Postage		\$118.98	1011167624-0	POSTAGE MACHINE SUPPLIES
Total	PURCHASE POWER		\$118.98		
Paid Chk# 112179	2/20/2019	RAY O HERRON CO. INC.			
E 101-42100-210	Operating Supplies (GENERAL)		\$161.21	1907864	PD SUPPLIES
Total	RAY O HERRON CO. INC.		\$161.21		
Paid Chk# 112180	2/20/2019	RISVOLD, MICHAEL			
E 101-42100-433	Dues, Licensing & Seminars		\$495.00	CONF.REG.R	CONF.REG.REIMB.

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
Total RISVOLD, MICHAEL			\$495.00		
Paid Chk# 112181	2/20/2019	SANDBERG, PAUL			
E 640-48000-499	Miscellaneous		\$180.00	CHILLY OPEN	CHILLY OPEN 2019
Total SANDBERG, PAUL			\$180.00		
Paid Chk# 112182	2/20/2019	SOJOURNER			
E 101-42100-309	Contractual Services		\$2,000.00	2019	PD ADVOCATE SERVICES
Total SOJOURNER			\$2,000.00		
Paid Chk# 112183	2/20/2019	ST. CLOUD STATE UNIVERSITY			
E 101-41500-433	Dues, Licensing & Seminars		\$50.00	19.822178809	CONF.REGISTRATION
Total ST. CLOUD STATE UNIVERSITY			\$50.00		
Paid Chk# 112184	2/20/2019	STREICHER S			
E 101-42100-217	Uniforms		\$90.98	I1351514	PD UNIFORMS
E 101-42100-217	Uniforms		\$5.99	I1352366	PD UNIFORMS
E 101-42100-217	Uniforms		\$34.99	I1352657	PD UNIFORMS
E 101-42100-217	Uniforms		\$29.99	I1353449	PD UNIFORMS
E 101-42100-217	Uniforms		\$8.99	I1353450	PD UNIFORMS
Total STREICHER S			\$170.94		
Paid Chk# 112185	2/20/2019	SUBURBAN RATE AUTHORITY			
E 101-41500-433	Dues, Licensing & Seminars		\$443.00	2019	MEMBERSHIP
Total SUBURBAN RATE AUTHORITY			\$443.00		
Paid Chk# 112186	2/20/2019	SW NEWS MEDIA			
E 610-49100-499	Miscellaneous		\$107.58	2039987	WATER TOWER PAINT BID
G 802-20399	231 MANITOBA - PILLAR HOMES		\$63.57	2041407	231 MANITOBA ESCROW PROJECT
G 802-20837	800 Lake - Penny's Coffee		\$48.90	2041408	PENNYS COFFEE ESCROW PROJECT
Total SW NEWS MEDIA			\$220.05		
Paid Chk# 112187	2/20/2019	TERMINAL SUPPLY CO.			
E 101-43100-210	Operating Supplies (GENERAL)		\$59.67	95419-00	SUPPLIES
Total TERMINAL SUPPLY CO.			\$59.67		
Paid Chk# 112188	2/20/2019	TIME SAVER			
E 101-41100-302	Consultants		\$426.50	M24496	MTG.MINUTES
Total TIME SAVER			\$426.50		
Paid Chk# 112189	2/20/2019	TROPHIES BY LINDA			
E 101-41500-306	Personnel Expense		\$221.00	43730	EMPLOYEE RECOGNITION
E 101-41100-499	Miscellaneous		\$45.90	43730	BOARD MEMBER RECOGNITION
Total TROPHIES BY LINDA			\$266.90		
Paid Chk# 112190	2/20/2019	TWIST OFFICE PRODUCTS			
E 101-42100-200	Office Supplies (GENERAL)		\$75.43	865200-0	SUPPLIES
Total TWIST OFFICE PRODUCTS			\$75.43		
Paid Chk# 112191	2/20/2019	WATER CONSERVATION SERVICE			
E 610-40000-405	Maint/Replac - System		\$327.83	9213	WATERMAIN LEAK LOCATE
Total WATER CONSERVATION SERVICE			\$327.83		
Paid Chk# 112192	2/20/2019	WAYZATA BAY CAR WASH			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$224.35	1467	SQUAD MAINT.
Total WAYZATA BAY CAR WASH			\$224.35		
Paid Chk# 112193	2/20/2019	WESTWOOD EQUIPMENT			
E 101-43100-210	Operating Supplies (GENERAL)		\$16.81	10269	SUPPLIES

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
E 101-45200-210	Operating Supplies (GENERAL)	\$16.81	10269		SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)	\$16.81	10269		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)	\$16.81	10269		SUPPLIES
Total WESTWOOD EQUIPMENT		\$67.24			
Paid Chk# 112194	2/20/2019	WSB & ASSOCIATES			
E 101-41910-302	Consultants	\$3,740.00	R-001507-000-		PLANNING CONSULTANT
Total WSB & ASSOCIATES		\$3,740.00			
Paid Chk# 112195	2/21/2019	ABLE SEEDHOUSE & BREWERY			
E 640-47000-253	Beer For Resale	\$147.00	E-8753		BEER
Total ABLE SEEDHOUSE & BREWERY		\$147.00			
Paid Chk# 112196	2/21/2019	BELLBOY BAR SUPPLY CORP.			
E 640-47000-251	Liquor For Resale	\$322.00	0068160500		LIQ RESALE
E 640-47000-259	Freight	\$7.65	0068160500		FREIGHT
E 640-47000-251	Liquor For Resale	\$273.33	0068241000		LIQ RESALE
E 640-47000-259	Freight	\$6.81	0068241000		FREIGHT
E 640-47000-251	Liquor For Resale	\$232.95	0068329200		LIQUOR
E 640-47000-252	Wine For Resale	\$309.00	0068329200		WINE
E 640-47000-259	Freight	\$12.75	0068329200		FREIGHT
Total BELLBOY BAR SUPPLY CORP.		\$1,164.49			
Paid Chk# 112197	2/21/2019	BERNICK'S WINE			
E 640-47000-254	Soft Drinks/Mix For Resale	\$79.00	479309		MISC.BEV
E 640-47000-253	Beer For Resale	\$635.50	479310		BEER
E 640-47000-254	Soft Drinks/Mix For Resale	\$24.60	480776		MISC.BEV
E 640-47000-253	Beer For Resale	\$204.20	480777		BEER
Total BERNICK'S WINE		\$943.30			
Paid Chk# 112198	2/21/2019	BOURGET IMPORTS			
E 640-47000-252	Wine For Resale	\$200.00	157988		WINE
E 640-47000-259	Freight	\$1.75	157988		FREIGHT
Total BOURGET IMPORTS		\$201.75			
Paid Chk# 112199	2/21/2019	BREAKTHRU BEVERAGE			
E 640-47000-251	Liquor For Resale	\$3,284.60	1080925717		LIQUOR
E 640-47000-259	Freight	\$26.02	1080925717		FREIGHT
E 640-47000-252	Wine For Resale	\$2,488.00	1080925718		WINE
E 640-47000-259	Freight	\$29.00	1080925718		FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$87.00	1080925719		MISC.MIX
E 640-47000-259	Freight	\$4.35	1080925719		FREIGHT
E 640-48000-251	Liquor For Resale	\$223.37	1080928338		LIQUOR
E 640-48000-252	Wine For Resale	\$156.00	1080928338		WINE
E 640-47000-251	Liquor For Resale	\$2,180.03	1080928671		LIQUOR
E 640-47000-252	Wine For Resale	\$72.00	1080928671		WINE
E 640-47000-259	Freight	\$22.47	1080928671		FREIGHT
E 640-47000-252	Wine For Resale	\$1,831.65	1080928672		WINE
E 640-47000-259	Freight	\$17.40	1080928672		FREIGHT
Total BREAKTHRU BEVERAGE		\$10,421.89			
Paid Chk# 112200	2/21/2019	BREAKTHRY BEVERAGE BEER			
E 640-47000-253	Beer For Resale	\$2,763.70	1090964838		BEER
E 640-48000-253	Beer For Resale	\$479.00	1090967559		BEER
Total BREAKTHRY BEVERAGE BEER		\$3,242.70			
Paid Chk# 112201	2/21/2019	CAPITOL BEVERAGE SALES			
E 640-47000-253	Beer For Resale	\$2,274.70	2221074		BEER

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
E 640-47000-253	Beer For Resale		(\$9.30)	358-0982	BEER
Total CAPITOL BEVERAGE SALES			\$2,265.40		
Paid Chk#	112202	2/21/2019	CINTAS CORPORATION		
E 640-48500-210	Operating Supplies (GENERAL)		\$63.99	4016475405	KITCHEN SUPPLIES
E 640-48500-217	Uniforms		\$22.28	4016475405	KITCHEN UNIFORMS
E 640-48000-210	Operating Supplies (GENERAL)		\$78.87	4016475405	BAR SUPPLIES
Total CINTAS CORPORATION			\$165.14		
Paid Chk#	112203	2/21/2019	COZZINI BROS., INC.		
E 640-48500-415	Other Equipment Rentals		\$43.01	C6077984	KNIFE EXCHANGE
Total COZZINI BROS., INC.			\$43.01		
Paid Chk#	112204	2/21/2019	DAHLHEIMER DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale		\$611.70	1398312	BEER
E 640-48000-253	Beer For Resale		\$423.00	1398364	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$1,034.70		
Paid Chk#	112205	2/21/2019	DETAILED SERVICES		
E 640-47000-409	Maint services & Improv		\$239.91	14273	STORE CARPETS CLEANED
Total DETAILED SERVICES			\$239.91		
Paid Chk#	112206	2/21/2019	ENKI BREWING COMPANY		
E 640-47000-253	Beer For Resale		\$313.50	10244	BEER
E 640-48000-253	Beer For Resale		\$162.75	10250	BEER
Total ENKI BREWING COMPANY			\$476.25		
Paid Chk#	112207	2/21/2019	HOHENSTEINS INC.		
E 640-48000-253	Beer For Resale		\$130.00	121778	BEER RESALE
Total HOHENSTEINS INC.			\$130.00		
Paid Chk#	112208	2/21/2019	INBOUND BREWCO		
E 640-47000-253	Beer For Resale		\$224.50	3508	BEER
Total INBOUND BREWCO			\$224.50		
Paid Chk#	112209	2/21/2019	JJ TAYLOR DISTRIBUTING OF MN		
E 640-48000-253	Beer For Resale		\$312.40	2950284	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$312.40		
Paid Chk#	112210	2/21/2019	JOHNSON BROS.-ST.PAUL		
E 640-47000-252	Wine For Resale		\$644.00	1213333	WINE
E 640-47000-259	Freight		\$10.08	1213333	FREIGHT
E 640-47000-251	Liquor For Resale		\$192.77	1213334	LIQUOR
E 640-47000-259	Freight		\$1.47	1213334	FREIGHT
E 640-47000-251	Liquor For Resale		\$674.00	1213335	LIQUOR
E 640-47000-259	Freight		\$7.56	1213335	FREIGHT
E 640-47000-252	Wine For Resale		\$1,212.40	1213336	WINE
E 640-47000-259	Freight		\$34.03	1213336	FREIGHT
E 640-47000-251	Liquor For Resale		\$5,073.00	1214582	LIQUOR
E 640-47000-259	Freight		\$41.79	1214582	FREIGHT
E 640-47000-252	Wine For Resale		\$377.70	1214583	WINE
E 640-47000-259	Freight		\$7.66	1214583	FREIGHT
E 640-47000-251	Liquor For Resale		\$97.00	1219156	LIQUOR
E 640-47000-259	Freight		\$1.26	1219156	FREIGHT
E 640-47000-252	Wine For Resale		\$8,461.00	1219157	WINE
E 640-47000-259	Freight		\$99.55	1219157	FREIGHT
E 640-47000-252	Wine For Resale		(\$40.11)	526155	WINE
E 640-47000-251	Liquor For Resale		(\$102.01)	526997	LIQUOR

***Check Detail Register©**

February 2019

		Check Amt	Invoice	Comment
Total JOHNSON BROS.-ST.PAUL		\$16,793.15		
Paid Chk# 112211	2/21/2019	LIBATION PROJECT		
E 640-47000-252	Wine For Resale	\$1,668.00	19875	WINE RESALE
E 640-47000-259	Freight	\$16.50	19875	FREIGHT
E 640-47000-252	Wine For Resale	\$956.00	20005	WINE RESALE
E 640-47000-259	Freight	\$10.50	20005	FREIGHT
E 640-47000-252	Wine For Resale	\$1,360.00	20188	WINE RESALE
E 640-47000-259	Freight	\$12.00	20188	FREIGHT
Total LIBATION PROJECT		\$4,023.00		
Paid Chk# 112212	2/21/2019	LUPULIN BREWING		
E 640-47000-253	Beer For Resale	\$29.95	18781	BEER
Total LUPULIN BREWING		\$29.95		
Paid Chk# 112213	2/21/2019	M.AMUNDSON LLP		
E 640-47000-256	MISC.MDSE.RESALE	\$1,432.41	274626	CIGARETTES
Total M.AMUNDSON LLP		\$1,432.41		
Paid Chk# 112214	2/21/2019	MAIN STREET BAKERY		
E 640-48500-255	FOODIngredients For Resale	\$0.00		FOOD RESALE
E 640-48500-255	FOODIngredients For Resale	\$57.50	352027	FOOD RESALE
E 640-48500-255	FOODIngredients For Resale	\$57.32	352133	FOOD RESALE
Total MAIN STREET BAKERY		\$114.82		
Paid Chk# 112215	2/21/2019	MODIST BREWING CO. LLC		
E 640-47000-253	Beer For Resale	\$112.50	E-2894	BEER
E 640-48000-253	Beer For Resale	\$165.00	E-2915	BEER
Total MODIST BREWING CO. LLC		\$277.50		
Paid Chk# 112216	2/21/2019	NEGOCE, LLC		
E 640-47000-251	Liquor For Resale	\$114.99	273723	LIQUOR
E 640-47000-259	Freight	\$1.50	273723	FREIGHT
Total NEGOCE, LLC		\$116.49		
Paid Chk# 112217	2/21/2019	NEW FRANCE WINE COMPANY		
E 640-47000-252	Wine For Resale	\$488.00	139653	WINE RESALE
E 640-47000-259	Freight	\$8.00	139653	FREIGHT
E 640-47000-252	Wine For Resale	\$500.68	139837	WINE RESALE
E 640-47000-259	Freight	\$10.00	139837	FREIGHT
Total NEW FRANCE WINE COMPANY		\$1,006.68		
Paid Chk# 112218	2/21/2019	NORTHWESTERN FRUIT COMPANY		
E 640-48500-255	FOODIngredients For Resale	\$0.00		FOOD
E 640-48500-255	FOODIngredients For Resale	\$0.00		FOOD
E 640-48500-255	FOODIngredients For Resale	\$241.00	898305	FOOD
Total NORTHWESTERN FRUIT COMPANY		\$241.00		
Paid Chk# 112219	2/21/2019	PAUSTIS & SONS		
E 640-47000-252	Wine For Resale	\$513.50	39748	WINE RESALE
E 640-47000-259	Freight	\$5.25	39748	FREIGHT
E 640-47000-252	Wine For Resale	\$1,911.50	40278	WINE RESALE
E 640-47000-259	Freight	\$20.00	40278	FREIGHT
Total PAUSTIS & SONS		\$2,450.25		
Paid Chk# 112220	2/21/2019	PHILLIPS WINES & SPIRITS		
E 640-47000-251	Liquor For Resale	\$671.54	2499905	LIQUOR
E 640-47000-259	Freight	\$5.46	2499905	FREIGHT
E 640-47000-252	Wine For Resale	\$726.54	2499906	WINE RESALE

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
E 640-47000-259	Freight		\$6.72	2499906	FREIGHT
E 640-47000-252	Wine For Resale		\$453.96	2501778	WINE
E 640-47000-259	Freight		\$4.41	2501778	FREIGHT
E 640-47000-251	Liquor For Resale		\$549.35	2504235	LIQUOR
E 640-47000-259	Freight		\$5.25	2504235	FREIGHT
E 640-47000-252	Wine For Resale		(\$98.52)	320912	WINE
Total PHILLIPS WINES & SPIRITS			\$2,324.71		
Paid Chk# 112221	2/21/2019	SAVEON			
E 640-47000-340	Advertising		\$3,749.60	2019CI-41503	STORE ADVERTISING
Total SAVEON			\$3,749.60		
Paid Chk# 112222	2/21/2019	SHAMROCK GROUP			
E 640-47000-254	Soft Drinks/Mix For Resale		\$56.32	2333037	ICE
Total SHAMROCK GROUP			\$56.32		
Paid Chk# 112223	2/21/2019	SOUTHERN GLAZER'S OF MN			
E 640-47000-251	Liquor For Resale		\$10,240.07	1783133	LIQUOR
E 640-47000-259	Freight		\$66.71	1783133	FREIGHT
E 640-47000-252	Wine For Resale		\$2,114.00	1783134	WINE
E 640-47000-259	Freight		\$28.27	1783134	FREIGHT
Total SOUTHERN GLAZER'S OF MN			\$12,449.05		
Paid Chk# 112224	2/21/2019	TRIMARK			
E 640-48500-210	Operating Supplies (GENERAL)		\$85.73	99TJLH	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$208.02	99TJLH	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$155.25	99TJLJ	BAR SUPPLIES
Total TRIMARK			\$449.00		
Paid Chk# 112225	2/21/2019	TRIO SUPPLY COMPANY			
E 640-48000-210	Operating Supplies (GENERAL)		\$0.00		BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$0.00		KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$58.96	512894-00	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$406.17	512894-00	KITCHEN SUPPLIES
Total TRIO SUPPLY COMPANY			\$465.13		
Paid Chk# 112226	2/21/2019	TRUE BRANDS			
E 640-47000-254	Soft Drinks/Mix For Resale		\$0.00	451205	MISC MDSE
E 640-47000-210	Operating Supplies (GENERAL)		\$113.96	451205	SUPPLIES
Total TRUE BRANDS			\$113.96		
Paid Chk# 112227	2/21/2019	UNMAPPED BREWING COMPANY			
E 640-47000-253	Beer For Resale		\$348.00	304	BEER
Total UNMAPPED BREWING COMPANY			\$348.00		
Paid Chk# 112228	2/21/2019	US FOODS			
E 640-48500-255	FOODIngredients For Resale		\$172.24	5260667	FOOD
E 640-48500-255	FOODIngredients For Resale		\$2,085.90	5260668	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$54.21	5260668	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$21.85	5260668	BAR SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$65.52	5278044	FOOD
E 640-48000-251	Liquor For Resale		\$35.44	52960668	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)		\$45.88	5321307	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$3,793.53	5321308	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$24.46	5321308	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$67.94	5321308	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$20.32	5321308	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$40.39	5321308	LIQUOR

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
Total US FOODS			\$6,427.68		
Paid Chk#	112229	2/21/2019	WINE COMPANY		
E 640-47000-252	Wine For Resale		\$100.00	91188	WINE
E 640-47000-252	Wine For Resale		\$1,017.33	96624	WINE RESALE
E 640-47000-259	Freight		\$9.90	96624	FREIGHT
E 640-47000-252	Wine For Resale		\$1,140.00	96983	WINE RESALE
E 640-47000-259	Freight		\$16.50	96983	FREIGHT
E 640-47000-252	Wine For Resale		\$720.00	97617	WINE RESALE
E 640-47000-259	Freight		\$8.40	97617	FREIGHT
Total WINE COMPANY			\$3,012.13		
Paid Chk#	112230	2/21/2019	WINE MERCHANT		
E 640-47000-252	Wine For Resale		\$4,716.54	7221401	WINE
E 640-47000-259	Freight		\$19.32	7221401	FREIGHT
Total WINE MERCHANT			\$4,735.86		
Paid Chk#	112231	2/21/2019	WINEBOW		
E 640-47000-259	Freight		\$1.50	53007	FREIGHT
E 640-47000-259	Freight		\$7.50	53285	FREIGHT
E 640-47000-252	Wine For Resale		\$144.00	MN00053007	WINE RESALE
E 640-47000-252	Wine For Resale		\$2,328.00	MN00053285	WINE RESALE
Total WINEBOW			\$2,481.00		
Paid Chk#	112232	2/21/2019	WRS IMPORTS LLC		
E 640-47000-252	Wine For Resale		\$156.00	2120	WINE
Total WRS IMPORTS LLC			\$156.00		
Paid Chk#	112233	2/26/2019	ACME TOOLS		
E 101-45200-240	Small Tools and Minor Equip		\$631.29	6376469	PARKS TOOLS
Total ACME TOOLS			\$631.29		
Paid Chk#	112234	2/26/2019	AXON ENTERPRISES, INC		
E 409-42200-540	Equipment		\$3,432.00	SI-1576453	PD TASERS
Total AXON ENTERPRISES, INC			\$3,432.00		
Paid Chk#	112235	2/26/2019	BEST & FLANAGAN		
G 802-20390	153 PEAVEY - KIRT		\$195.00	500689	153 PEAVEY LANE - ESCROW PROJECT
G 802-20393	COMM.SAILING SCHOOL		\$98.75	500690	SAILING SCHOOL ESCROW PROJECT
G 802-20392	450 & 460 HIGHCROFT RD		\$188.75	500691	450 HIGHCROFT - ESCROW PROJECT
G 802-20395	ST.BARTS CHURCH 630 WAYZ.BLV		\$147.50	500692	630 WAYZATA BLVD - ESCROW PROJECT
G 802-20394	353 FERNDAL RD SO - ANKENY		\$341.25	500693	353 FERNDAL - ESCROW PROJECT
E 101-41500-304	Legal Fees		\$731.25	501423	PLANNING COMM.MTGS.
G 802-20836	305 LAKE ST - ZITZLOFF		\$98.75	501427	305 LAKE - ESCROW PROJECT
E 407-40000-304	Legal Fees		\$292.50	501428	CELL TOWER - SPRINT
E 407-40000-304	Legal Fees		\$390.00	501429	CELL TOWER
G 802-20342	326 & 332 BROADWAY PLACE		\$390.00	501436	326 BROADWAY - ESCROW PROJECT
Total BEST & FLANAGAN			\$2,873.75		
Paid Chk#	112236	2/26/2019	CHET'S SAFETY SALES, INC.		
E 101-43100-241	Safety equip/testings		\$491.97	18025	SAFETY SHOES
E 101-45200-241	Safety equip/testings		\$669.96	18025	SAFETY SHOES
E 610-40000-241	Safety equip/testings		\$167.99	18025	SAFETY SHOES
E 620-40000-241	Safety equip/testings		\$119.99	18025	SAFETY SHOES
Total CHET'S SAFETY SALES, INC.			\$1,449.91		
Paid Chk#	112237	2/26/2019	CITY VIEW PLUMBING & HEATING		
E 101-42200-210	Operating Supplies (GENERAL)		\$423.96	49047	FD REPAIRS

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
Total CITY VIEW PLUMBING & HEATING			\$423.96		
Paid Chk# 112238	2/26/2019	CIVITAS INC.			
E 233-40000-302	Consultants		\$105,346.08	24141	LAKE EFFECT
Total CIVITAS INC.			\$105,346.08		
Paid Chk# 112239	2/26/2019	CMP ATTACHMENTS LLC			
E 101-45200-222	Repair & Maint - Equip		\$349.00	3502	SNOWBLOWER PARTS
Total CMP ATTACHMENTS LLC			\$349.00		
Paid Chk# 112240	2/26/2019	CONCENTRA			
E 101-42100-306	Personnel Expense		\$333.00	102928058	PD - NEW EMP.PHYSICAL
Total CONCENTRA			\$333.00		
Paid Chk# 112241	2/26/2019	DATAWORKS PLUS LLC			
E 240-40000-540	Equipment		\$19,883.15	19-246	LIVESCAN HARDWARE & SOFTWARE - PD
Total DATAWORKS PLUS LLC			\$19,883.15		
Paid Chk# 112242	2/26/2019	DETAILED SERVICES			
E 640-48000-409	Maint services & Improv		\$276.62	14272	CARPETS CLEANED
Total DETAILED SERVICES			\$276.62		
Paid Chk# 112243	2/26/2019	EHLERS			
E 101-41500-304	Legal Fees		\$200.00	COMP.POLIC	POST ISSUANCE COMPLIANCE POLICY
Total EHLERS			\$200.00		
Paid Chk# 112244	2/26/2019	GALLS			
E 101-42100-217	Uniforms		\$111.24	011914938	PD UNIFORMS
E 101-42100-217	Uniforms		\$134.36	011914939	PD UNIFORMS
E 101-42100-217	Uniforms		\$82.39	011980863	PD UNIFORMS
Total GALLS			\$327.99		
Paid Chk# 112245	2/26/2019	GOPHER STATE ONE CALL			
E 610-40000-313	Permit Fees/Gopher State		\$110.70	8110811&8120	MONTHLY LOCATES
E 620-40000-313	Permit Fees/Gopher State		\$110.70	8110811&8120	MONTHLY LOCATES
Total GOPHER STATE ONE CALL			\$221.40		
Paid Chk# 112246	2/26/2019	JONES, REBECCA			
E 101-45200-212	Motor Fuels		\$107.98	REIMB.	FUEL FOR SNOWBLOWERS
Total JONES, REBECCA			\$107.98		
Paid Chk# 112247	2/26/2019	KEYS WELL DRILLING CO.			
E 610-40000-242	Well & F.P. Equipment		\$1,065.00	2019008	WP#2 PARTS
Total KEYS WELL DRILLING CO.			\$1,065.00		
Paid Chk# 112248	2/26/2019	KIRVIDA FIRE, INC.			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$683.70	7698	FD TRUCK MAINT.
E 101-42200-404	Repairs/Maint - Machin/Equip		\$849.22	7699	FD TRUCK MAINT.
E 101-42200-404	Repairs/Maint - Machin/Equip		\$425.31	7700	FD TRUCK MAINT.
E 101-42200-404	Repairs/Maint - Machin/Equip		\$549.92	7701	FD TRUCK MAINT.
Total KIRVIDA FIRE, INC.			\$2,508.15		
Paid Chk# 112249	2/26/2019	LAMBERT, JEFFREY W.			
E 101-42120-304	Legal Fees		\$2,457.25	FEB.2019	LEGAL SERVICES
Total LAMBERT, JEFFREY W.			\$2,457.25		
Paid Chk# 112250	2/26/2019	LEAGUE OF MN.CITIES			
E 670-40000-499	Miscellaneous		\$530.00	287354	STORMWATER COALITION DUES
Total LEAGUE OF MN.CITIES			\$530.00		

***Check Detail Register©**

February 2019

		Check Amt		Invoice	Comment
Paid Chk#	112251	2/26/2019	LMCD		
E 404-40000-437	Payments to Organizations		\$11,348.00	1STQTR.2019	1ST QTR.2019 LEVY
	Total LMCD		\$11,348.00		
Paid Chk#	112252	2/26/2019	LOFFLER COMPANIES, INC.		
E 409-40000-540	Equipment		\$1,398.00	3042330	COMPUTERS
	Total LOFFLER COMPANIES, INC.		\$1,398.00		
Paid Chk#	112253	2/26/2019	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels		\$2,048.53	21182304	FUEL
E 101-49200-212	Motor Fuels		\$1,122.33	21182306	FUEL
	Total MANSFIELD OIL COMPANY		\$3,170.86		
Paid Chk#	112254	2/26/2019	MAPLE GROVE, CITY OF		
E 101-42100-434	Training and schools		\$1,670.00	2019-02	RANGE RENTAL
	Total MAPLE GROVE, CITY OF		\$1,670.00		
Paid Chk#	112255	2/26/2019	MARCO		
E 101-43100-404	Repairs/Maint - Machin/Equip		\$228.85	6046103	COPIER MAINT.
E 101-45200-404	Repairs/Maint - Machin/Equip		\$228.84	6046103	COPIER MAINT.
E 610-40000-404	Repairs/Maint - Machin/Equip		\$228.84	6046103	COPIER MAINT.
E 620-40000-404	Repairs/Maint - Machin/Equip		\$228.84	6046103	COPIER MAINT.
E 101-41500-404	Repairs/Maint - Machin/Equip		\$523.80	6067186	COPIER MAINT.
	Total MARCO		\$1,439.17		
Paid Chk#	112256	2/26/2019	MEDIACOM		
E 101-41940-321	Telephone		\$47.58		SERVICE
	Total MEDIACOM		\$47.58		
Paid Chk#	112257	2/26/2019	MEDIACOM		
E 101-41940-321	Telephone		\$316.90		SERVICE
	Total MEDIACOM		\$316.90		
Paid Chk#	112258	2/26/2019	MILLER, FRED		
E 235-40000-302	Consultants		\$1,600.00	0180224	WCTV
	Total MILLER, FRED		\$1,600.00		
Paid Chk#	112259	2/26/2019	MOOD MEDIA		
E 640-47000-433	Dues, Licensing & Seminars		\$60.14	54534964	OVERHEAD MUSIC
E 640-48000-433	Dues, Licensing & Seminars		\$60.15	54534964	OVERHEAD MUSIC
	Total MOOD MEDIA		\$120.29		
Paid Chk#	112260	2/26/2019	OFFICE DEPOT		
E 101-42100-200	Office Supplies (GENERAL)		\$32.47	274403805001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$100.28	274403805001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)		\$2.09	274427595001	SUPPLIES
	Total OFFICE DEPOT		\$134.84		
Paid Chk#	112261	2/26/2019	PLECHASH, ALEX		
E 101-41100-331	Mileage & Expense Account		\$120.23	REIMB.	MILEAGE & MTG.MEALS
E 101-41100-331	Mileage & Expense Account		\$227.71	REIMB.	MILEAGE & MTG.MEALS
E 101-41100-331	Mileage & Expense Account		\$61.81	REIMB.	MILEAGE & MTG.MEALS
	Total PLECHASH, ALEX		\$409.75		
Paid Chk#	112262	2/26/2019	POPP TELECOM		
E 640-47000-321	Telephone		\$100.00		
E 640-48000-321	Telephone		\$100.00		
E 101-41940-321	Telephone		\$308.88		
E 610-40000-323	Radio Units		\$91.75		

***Check Detail Register©**

February 2019

			Check Amt	Invoice	Comment
E 620-40000-323	Radio Units		\$33.47		
E 101-42100-309	Contractual Services		\$32.02		
Total POPP TELECOM			\$666.12		
Paid Chk# 112263	2/26/2019	PRIMARY PRODUCTS COMPANY			
E 101-42100-210	Operating Supplies (GENERAL)		\$87.04	66228	PD SUPPLIES
Total PRIMARY PRODUCTS COMPANY			\$87.04		
Paid Chk# 112264	2/26/2019	RANDY S SANITATION			
E 650-47500-384	Refuse/Garbage		\$9,074.96		LABOR
E 650-47500-384	Refuse/Garbage		\$38.35		STICKERS
E 650-47500-384	Refuse/Garbage		\$1,403.54		KARTS
E 650-47500-384	Refuse/Garbage		\$1,036.84		DRIVEUP
E 650-47500-386	Other Utilities		\$3,692.28		DISPOSAL
E 101-41940-386	Other Utilities		\$481.28		CH/PW
E 650-47600-309	Contractual Services		\$4,027.45		RECYCLING
E 650-47800-384	Refuse/Garbage		\$6,721.05		ORGANICS
E 650-47800-386	Other Utilities		\$63.00		ORGANICS DISPOSAL
E 640-47000-384	Refuse/Garbage		\$150.00		STORE
E 640-48000-384	Refuse/Garbage		\$598.53		BAR
Total RANDY S SANITATION			\$27,287.28		
Paid Chk# 112265	2/26/2019	SCHANKE, SUZIE			
E 101-42200-409	Maint services & Improv		\$145.00	FEB.2019	FD MONTHLY CLEANING
Total SCHANKE, SUZIE			\$145.00		
Paid Chk# 112266	2/26/2019	SCHRADER S LAW ENFORCEMENT SUP			
E 101-42100-217	Uniforms		\$1,345.00	19-106	PD UNIFORMS
al SCHRADER S LAW ENFORCEMENT SUP			\$1,345.00		
Paid Chk# 112267	2/26/2019	SCOTT GERBER			
E 101-42200-434	Training and schools		\$125.00	19-0001	FD TRAINING
Total SCOTT GERBER			\$125.00		
Paid Chk# 112268	2/26/2019	SHORT ELLIOTT HENDRICKSON INC.			
E 610-49100-303	Engineering Fees		\$3,200.00	363754	WATER TOWER REHAB
Total SHORT ELLIOTT HENDRICKSON INC.			\$3,200.00		
Paid Chk# 112269	2/26/2019	SIOUX SALES COMPANY			
E 409-42100-540	Equipment		\$1,740.00	187198	PD RIFLES & GUNS
Total SIOUX SALES COMPANY			\$1,740.00		
Paid Chk# 112270	2/26/2019	SOUTHWEST ASSESSING			
E 101-41550-302	Consultants		\$4,227.00	MARCH2019	MONTHLY ASSESSING
E 101-41550-210	Operating Supplies (GENERAL)		\$8.83	MARCH2019	SUPPLIES
Total SOUTHWEST ASSESSING			\$4,235.83		
Paid Chk# 112271	2/26/2019	SPOK, INC.			
E 101-43100-323	Radio Units		\$14.79	C0318102N	PAGER SERVICE
Total SPOK, INC.			\$14.79		
Paid Chk# 112272	2/26/2019	SPRINT			
E 101-42200-323	Radio Units		\$409.84	523093316207	FD SERVICE
Total SPRINT			\$409.84		
Paid Chk# 112273	2/26/2019	STANTEC CONSULTING SERVICES			
E 610-49100-302	Consultants		\$4,389.00	1472861	WATER COMP.PLAN
E 620-49100-302	Consultants		\$1,608.75	1473008	SEWER COMP.PLAN
E 670-49100-302	Consultants		\$9,860.25	1473009	STORMWATER COMP.PLAN

***Check Detail Register©**

February 2019

		Check Amt	Invoice	Comment
E 670-40000-302	Consultants	\$1,062.00	1473627	WETLAND CONSERVATION
Total	STANTEC CONSULTING SERVICES	\$16,920.00		
Paid Chk#	112274	2/26/2019	SUBURBAN RATE AUTHORITY	
E 101-41500-433	Dues, Licensing & Seminars	\$9.00	2/19/19	MEMBERSHIP
Total	SUBURBAN RATE AUTHORITY	\$9.00		
Paid Chk#	112275	2/26/2019	TOLL GAS & WELDING SUPPLY	
E 232-40000-210	Operating Supplies (GENERAL)	\$163.02	10283124	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)	\$69.14	10284072	SUPPLIES
Total	TOLL GAS & WELDING SUPPLY	\$232.16		
Paid Chk#	112276	2/26/2019	TOWMASTER, INC.	
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$382.50	412905	PARTS
Total	TOWMASTER, INC.	\$382.50		
Paid Chk#	112277	2/26/2019	TRI STATE BOBCAT, INC.	
E 101-45200-222	Repair & Maint - Equip	\$160.00	P08025	PARTS
Total	TRI STATE BOBCAT, INC.	\$160.00		
Paid Chk#	112278	2/26/2019	TROPHIES BY LINDA	
E 101-41500-306	Personnel Expense	\$40.80	43760	EMP.RECOGNITION
Total	TROPHIES BY LINDA	\$40.80		
Paid Chk#	112279	2/26/2019	USA BLUE BOOK	
E 610-40000-240	Small Tools and Minor Equip	\$69.49	805597	TOOLS
E 620-40000-240	Small Tools and Minor Equip	\$69.49	805597	TOOLS
E 610-40000-241	Safety equip/testings	\$70.32	806035	TOOLS
E 620-40000-241	Safety equip/testings	\$70.31	806035	TOOLS
Total	USA BLUE BOOK	\$279.61		
Paid Chk#	112280	2/26/2019	VERIZON WIRELESS	
E 101-42100-323	Radio Units	\$200.05	9824037676	PD SERVICE
Total	VERIZON WIRELESS	\$200.05		
Paid Chk#	112281	2/26/2019	WAYZATA BAY SENIOR HOUSING,INC	
G 316-20200	Note Payable	\$34,497.26	TIF #5 PAY	TIF#5 PAYMENT
Total	WAYZATA BAY SENIOR HOUSING,INC	\$34,497.26		
Paid Chk#	112282	2/26/2019	WS & D PERMIT SERVICE, INC	
R 101-00000-32210	Building Permits	\$259.60	REFUND	BLDG.PERMIT CANCELLED
Total	WS & D PERMIT SERVICE, INC	\$259.60		
10100	Old National	\$388,238.24		

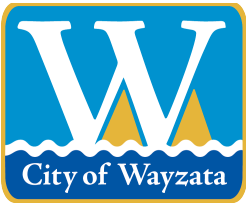
***Check Detail Register©**

February 2019

Check Amt Invoice Comment

Fund Summary**10100 Old National**

101 GENERAL FUND	\$51,651.65
232 CEMETARY	\$163.02
233 LAKFRONT IMPROVE	\$106,516.08
235 CABLE TV	\$2,740.60
240 DWI FORFIETURES	\$19,883.15
305 DOWNTOWN TIF DISTRICT 6	\$87.50
316 BAY CENTER	\$34,977.26
404 PARK AND TRAIL CIP	\$11,348.00
407 CELL TOWER	\$682.50
409 EQUIP REVOLVING	\$16,871.17
610 WATER FUND	\$11,221.20
620 SEWER FUND	\$2,450.85
630 MOTOR VEHICLE	\$1,022.66
640 LIQUOR	\$86,975.41
650 SOLID WASTE	\$26,057.47
670 STORMWATER	\$11,452.25
802 ESCROW PROJECTS	\$4,137.47
	\$388,238.24



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.c.
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

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

3/5/2019

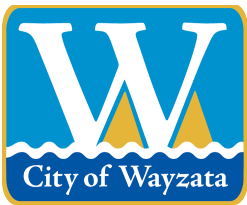
LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

None

**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2019 Gas Fitter's License	
CenterPoint Energy	Golden Valley, MN
Dual Air, Inc.	New Prague, MN
Metro Gas Installers	Andover, MN
Pronto Heating & Air Conditioning Inc.	Edina, MN
2019 Tree Removal and Treatment License	
Meridian Tree, Inc.	New Hope, MN



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.d.
TITLE: Adopt Resolution 09-2019 Approving Conditional Use Permit and Variances at 231 Manitoba Avenue South	
PROPOSED MOTION: To Adopt Resolution 09-2019	
PREPARED BY: PeggySue Imihy, Planning Consultant	
REVIEWED BY: Jeff Dahl, City Manager, Jeff Thomson, Director of Planning and Building	

ACTION REQUESTED:

City staff recommends that the City Council adopt the resolution approving the Conditional Use Permit (CUP) and Variances, which is consistent with the Planning Commission's recommendation.

FINANCIAL OR BUDGET CONSIDERATION:

The development application does not have any impact on the City's 2019 general fund budget.

BACKGROUND:

Application Overview

The applicant and property owners, KC and Kippen Chermack, have submitted a development application for the property at 231 Manitoba Ave S. The applicant is proposing to expand the current footprint of the building and continue its use as a two-family dwelling unit. The development application requests approval of a CUP for a two-family dwelling, and a variance from the required lot area and dimensions for a two-family dwelling in the R-3A zoning district.

Planning Commission Review

The Planning Commission reviewed the application and held a public hearing at its meeting on February 4, 2019. One person spoke at the public hearing in support of the application. After its review, the Planning Commission voted seven (7) in favor and zero (0) opposed to adopt a report and recommendation for approval of the development application.

ATTACHMENTS:

1. February 4, 2019 Staff Report
2. Public Comments
3. February 4, 2019 Planning Commission Meeting Minutes
4. February 20, 2019 Planning Commission Meeting Minutes
5. Draft Resolution 09-2019
6. Planning Commission Report and Recommendation



**Staff Report
February 4, 2019**

Project Name: Manitoba Dream
Addresses: 231 Manitoba Ave S.
Prepared by: PeggySue Imihy, Planner
Reviewed by: Jeff Thomson, Director of Planning and Building
“60 Day” Deadline: March 12, 2019

Development Application

Introduction

The applicant and property owners, KC and Kippen Chermack, have submitted a development application for the property at 231 Manitoba Ave S. The applicant is proposing to expand the current footprint of the building and continue its use as a two-family dwelling unit. The development application requests approval of a conditional use permit for a two-family dwelling, and a variance from the required lot area and dimensions for a two-family dwelling in the R-3A zoning district.

Property Information

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

Address	PID	Owner
231 Manitoba Ave	06-117-22-24-0010	Our House, LLC

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

Current zoning:	R-3A Single and Two Family District
2030 comp plan designation:	Low Density Single Family
Overlay districts:	S/Shoreland Overlay

Project Location

The property is located at the intersection of Manitoba Ave S and Indian Mound E:

Map 1: Project Location



Application Requests

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

- A. Conditional Use Permit: In the R-3A zoning district, two family detached dwellings are a conditional use. The proposal requests a conditional use permit to allow for the structure on the property to be used as a two-family dwelling (City Code Section 955.05)
- B. Variances for Lot Area and Dimensions: For two-family dwellings, the R-3A zoning district requires a minimum lot area of 18,000 square feet and 9,000 square feet per unit, and a minimum lot width of 100 feet. The existing lot is 8,061 square feet in size and 54.6 feet in width, which require variances. (City Code Section 955.06)

Adjacent Land Uses.

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

Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	Single family homes	R-3A/ Single and Two Family Residential	Low Density Single Family
East	Office and Commercial Uses	C-1 Office and Limited Commercial District	Mixed Use Residential

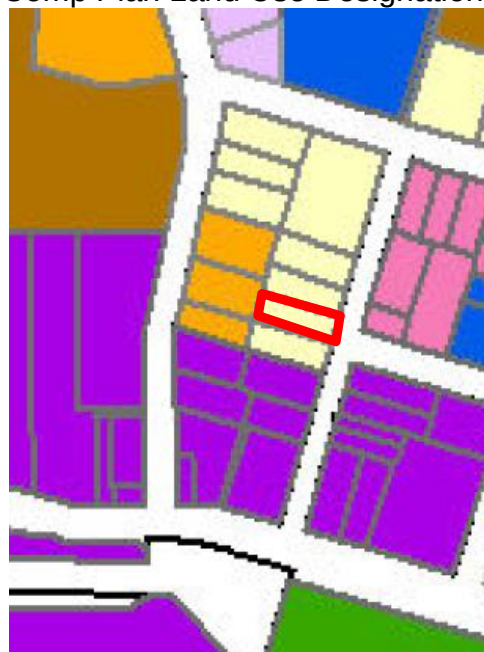
South	Office and Commercial Uses	C-4 Central Business District	Central Business District
West	Open Space	R-5 Average Density Multiple Residential	Medium Density Multiple Family

Map 2: Adjacent Land Uses

Zoning



Comp Plan Land Use Designation



Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly* on January 17, 2019. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on January 16, 2019.

Analysis of Application

Proposed Addition

The applicant is proposing to add an addition to the existing house. The proposed addition would be located behind the existing house and would be two stories in height. The main floor would consist of a three stall attached garage and new entrance, and the second story would consist of additional living space for the upper level dwelling unit. The proposed addition complies with all of the zoning district requirements for the R-3A district and does not require any variances or other approvals from the Planning Commission and City Council.

Non-Conforming Use

The conditional use permit and variance application is being requested by the applicant due to the existing non-conforming use of the property. The property currently contains a single home on the property which has been used as a two-family home for more than 20 years, and the applicant has rental licenses from the City for both of the units. The use of the property for two separate dwelling units is non-conforming because the R-3A district requires a conditional use permit for two-family detached dwellings, and the City has never approved a conditional use permit for the property.

The proposed plans would expand the non-conforming use by adding living space to each of the dwelling units. Per the City's non-conforming use ordinance, a non-conforming use may not be expanded. The proposed CUP and variance would allow the applicant to bring the home from non-conforming status into compliance with City Code.

R-3A Lot Requirements

The proposed lot would not meet the minimum lot requirements for the R-3A zoning district for two-family homes and requires a variance for lot area and width:

	Lot area (sq. ft.)	Lot width	Lot depth
R-3A Requirements (Single-Family)	9,000 (min.)	60 ft. (min.)	100 ft. (min.)
R-3A Requirements (Two-Family)	18,000 (min.)	100 ft. (min.)	100 ft. (min.)
Existing Lot	8,085 sq. ft.	54.83 ft.	147.35 ft.

It should be noted, that the lot does not currently meet the single-family home requirement of 9,000 square feet or the single-family home lot width requirement of 60 feet.

Surrounding Lot Sizes

The following summarizes the lot areas of the single family and two family residential lots in the area:

Address	Lot area
231 Manitoba Ave	8,085 sq. ft.
237 Manitoba Ave	8,086 sq. ft.
225 Manitoba Ave	7,946 sq. ft.
221 Manitoba Ave	9,557 sq. ft.
306 Manitoba Ave	9,448 sq. ft.
240 Manitoba Ave	4,889 sq. ft.
304 Barry Ave	7,472 sq. ft.
312 Barry Ave	20,731 sq. ft.

Action Steps

After considering the items outlined in this report and the public hearing held at the meeting, the Planning Commission should direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the application for review and adoption at the next Planning Commission meeting.

Attachments

Applicant's Narrative
Survey
Proposed House Plans

Applicable Code Provisions for Review

Conditional Use Permits: City Code Section 955.05 states that two-family detached dwellings are a conditional use in the R-3A zoning district, provided that:

1. They are located and designed so as to be compatible with the surrounding neighborhood.
2. The provisions of Section 904.02.F of this Ordinance are considered satisfactorily met.

City Code Section 904.02.F states that the Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

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

Variance Standards: Section 905.01.C provides the criteria for reviewing variances from the zoning ordinance, which are as follows:

1. Variances shall only be permitted when they are:
 - a) in harmony with the general purposes and intent of this Ordinance; and
 - b) consistent with the Comprehensive Plan.
2. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with this Ordinance.
3. "Practical difficulties," as used in connection with the granting of a variance, means that:

- a) the property owner's proposal for the property is reasonable but not permitted by this Ordinance;
 - b) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - c) the variance, if granted, will not alter the essential character of the locality.
- 4. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - 5. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with this Ordinance.
 - 6. The City Council shall not permit as a variance any use that is not allowed under this Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two-family dwelling.
 - 7. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
 - 8. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.



PILLAR
HOMES

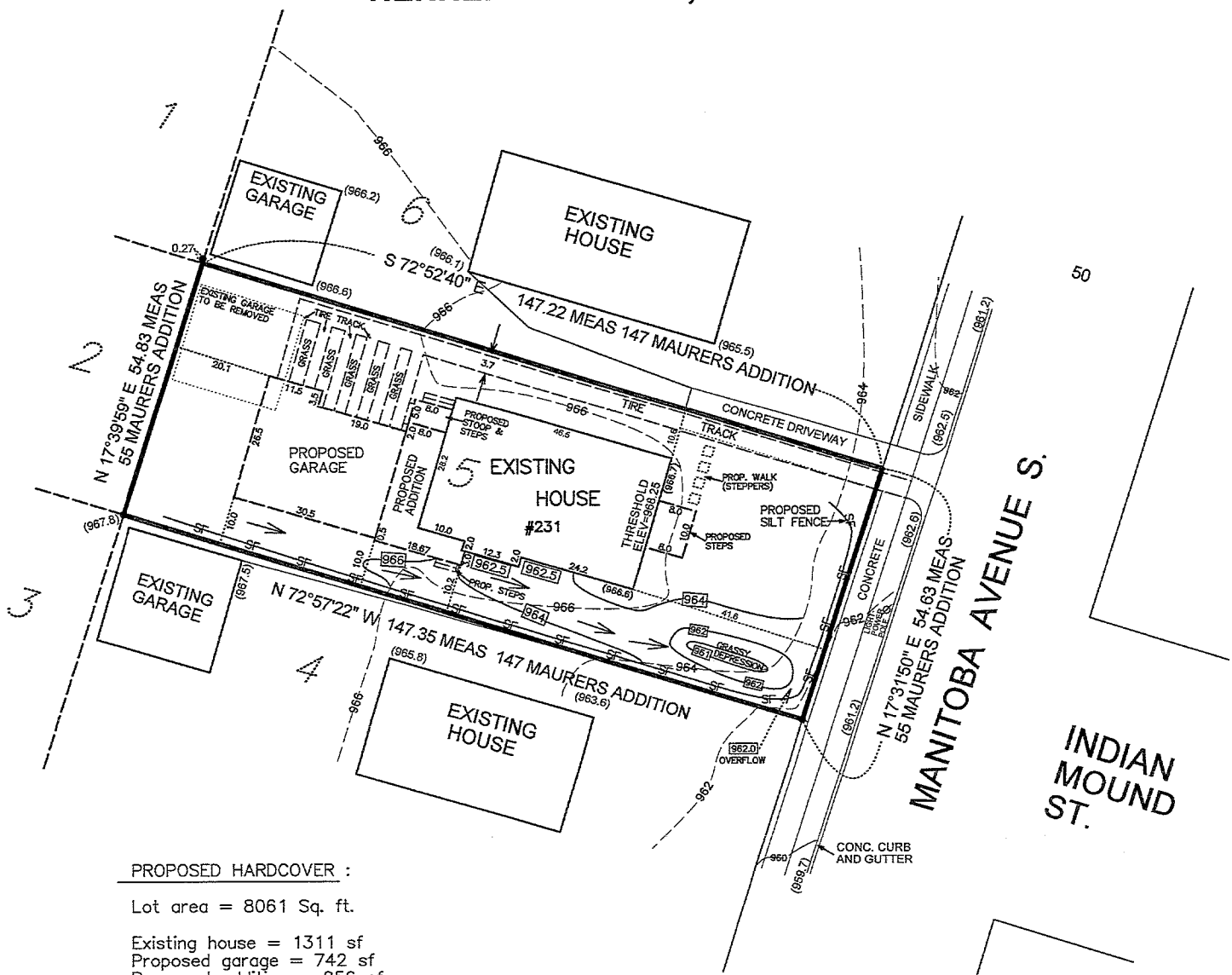
Description of Request:

231 Manitoba Avenue

1/11/2019

Our request is to add additional structure to this historic home's (250 sq. ft.) foundation to improve the floor plan and provide improved access to the existing living units by adding safe and wider stairs. We will then be removing a detached (none conforming) garage and attaching it to the home - all enhancing and blending with the unique architectural details of this home. The design meets all set back and building code requirements. We will also be meeting hardcover requirements of a new single family home (35%) and plan to implement water management techniques of grassy depression and pervious pavers. Our lot size doesn't meet the current zoning but is consistent with the lots in the area. This area has a mix of high density and other two unit dwellings on these unique smaller but standard lots in this diverse area. The scale, height, elevation and street scapes of the home will stay consistent with surrounding properties - many of which Pillar Homes has created over the past years.

CERTIFICATE OF SURVEY FOR
PILLAR HOMES, INC.
OF LOT 5, "MAURER'S" ADDITION TO WAYZATA LAKE MINNETONKA
HENNEPIN COUNTY, MINNESOTA



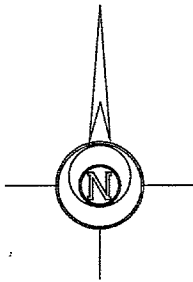
PROPOSED HARDCOVER :

Lot area = 8061 Sq. ft.
Existing house = 1311 sf
Proposed garage = 742 sf
Proposed addition = 256 sf
Steps off addition (South) = 8 sf
Proposed stoop & steps = 58 sf
Proposed steps = 80 sf
Proposed walk = 16 sf
Proposed drive = 349 sf
(697 x 50%)
Total = 2820 = 34.98%

LEGAL DESCRIPTION OF PREMISES :

Lot 5, "MAURER'S" ADDITION TO WAYZATA LAKE MINNETONKA
o : denotes iron marker set
● : denotes iron marker found
(908.3) : denotes existing spot elevation, mean sea level datum
[910.8] : denotes proposed spot elevation
---917--- : denotes existing contour line, mean sea level datum
---[930]--- : denotes proposed contour line

This survey intends to show the boundaries of the above described property, and the location of an existing house, garage, to be removed, and the proposed location of a proposed addition, garage addition, stoop, steps, walk, drive and grades thereon. It does not purport to show any other improvements or encroachments.



18384REVISED2.SCU

DATE	DESCRIPTION
11-28-18	PROPOSED ADDITIONS, STOOPS, STEPS, WALKS & DRIVE
12-4-18	REVISED PROPOSED ADDITIONS & DRIVE



GRONBERG & ASSOCIATES, INC.
CONSULTING ENGINEERS, LAND SURVEYORS
SITE PLANNERS
445 N. WILLOW DR. LONG LAKE, MN. 55356
952-473-4141

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

Mark S. Gronberg
DATE 12-7-18 MN LICENSE NUMBER 12755

SCALE
1"=20'
DATE
12-5-12
JOB NO.
18-384



1 AS BUILT - ELEVATION
AB2.0 1/4" = 1'-0"



2 AS BUILT - ELEVATION
AB2.0 1/4" = 1'-0"



3 AS BUILT - ELEVATION
AB2.0 1/4" = 1'-0"

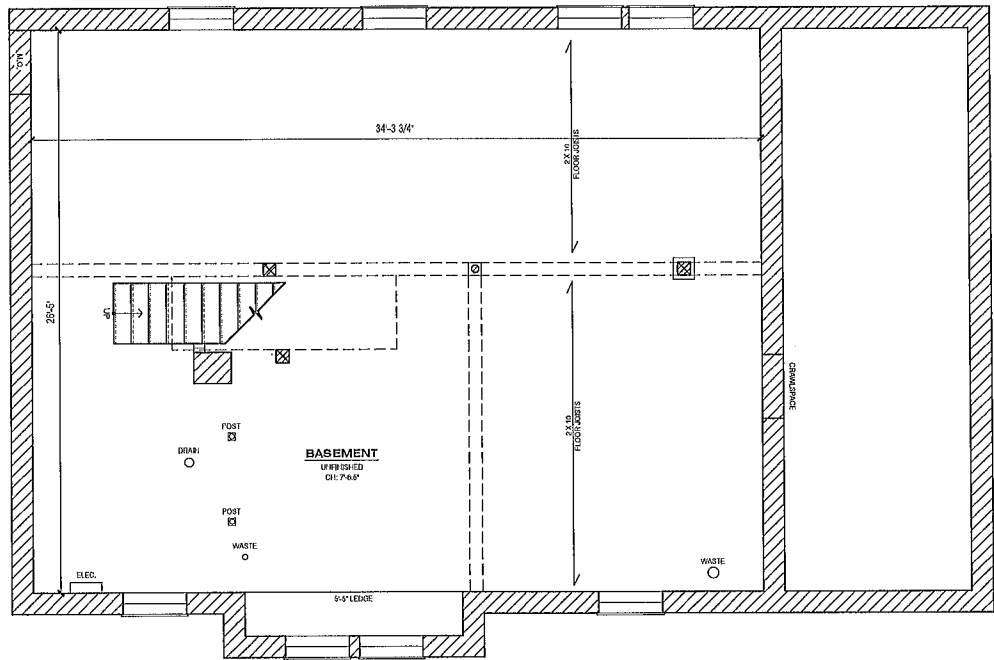


4 AS BUILT - ELEVATION
AB2.0 1/4" = 1'-0"

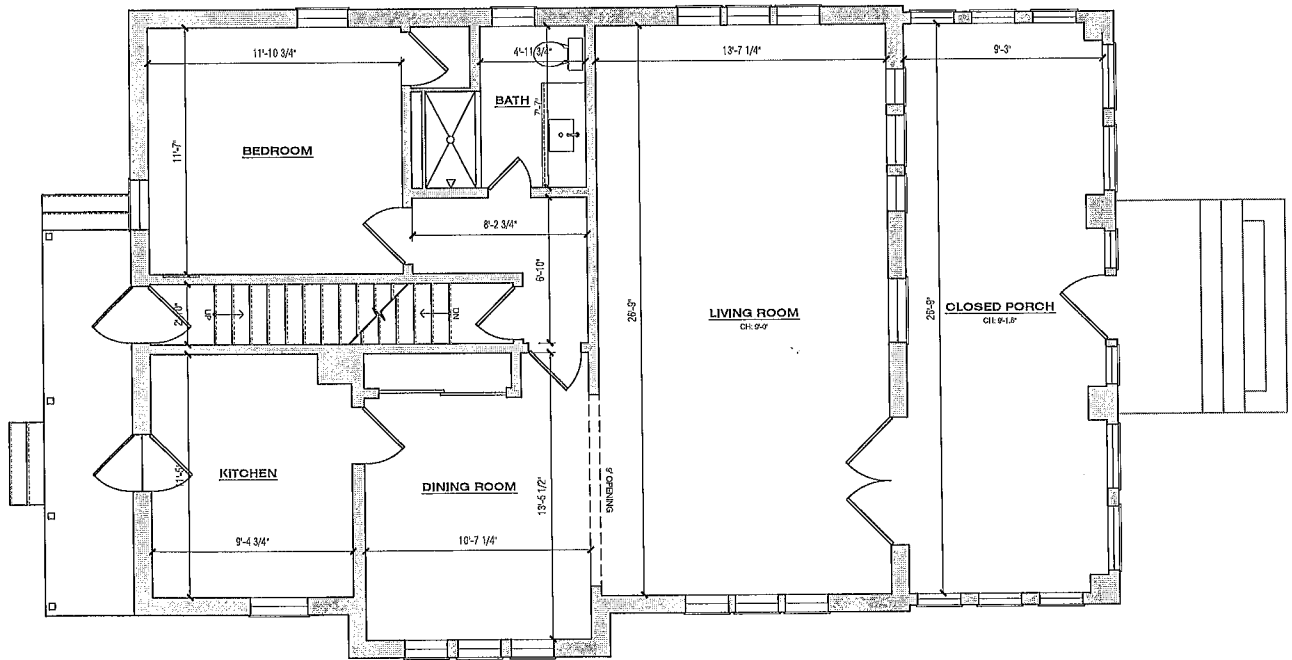
231 MANITOBA AVENUE
WAYZATA, MN 55391

ISSUE DATE
12.11.18

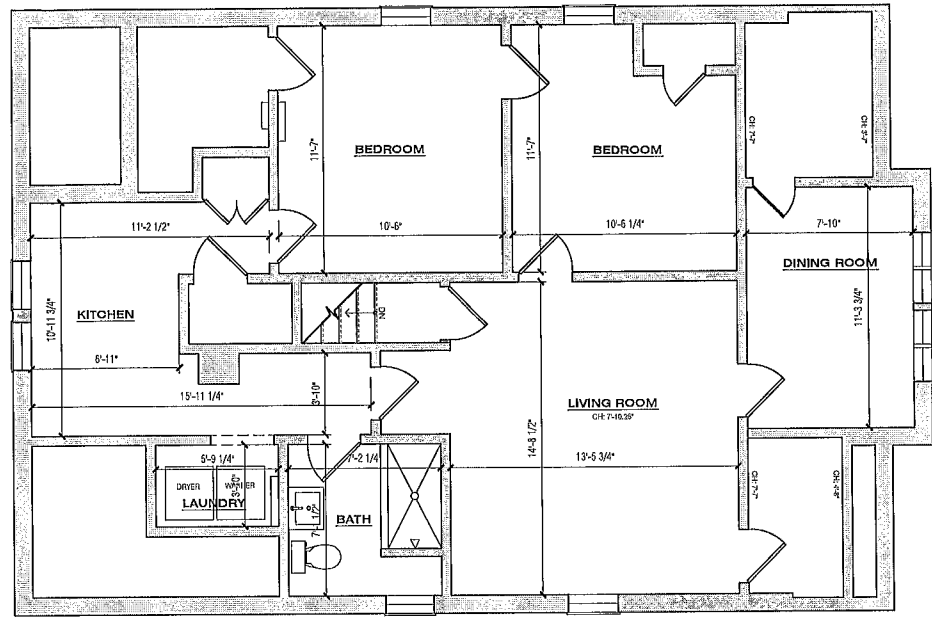
AB2.0
AS BUILT
ELEVATIONS



1 AS BUILT PLAN - BASEMENT
AB1.0 1/4" = 1'-0"

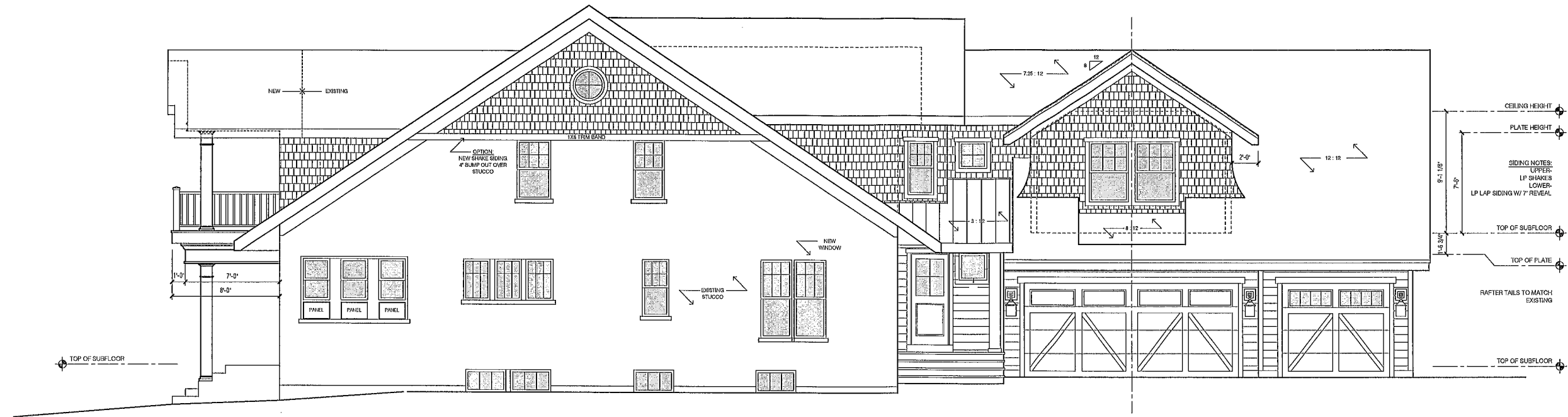


2 AS BUILT PLAN - MAIN FLOOR
AB1.0 1/4" = 1'-0"



3 AS BUILT PLAN - UPPER FLOOR
AB1.0 1/4" = 1'-0"





2
A2.0
EXTERIOR ELEVATION
1/4" = 1'-0"



2
A2.0
EXTERIOR ELEVATION
1/4" = 1'-0"

IMPORTANT NOTE FOR
CONTRACTORS & SUB-CONTRACTORS

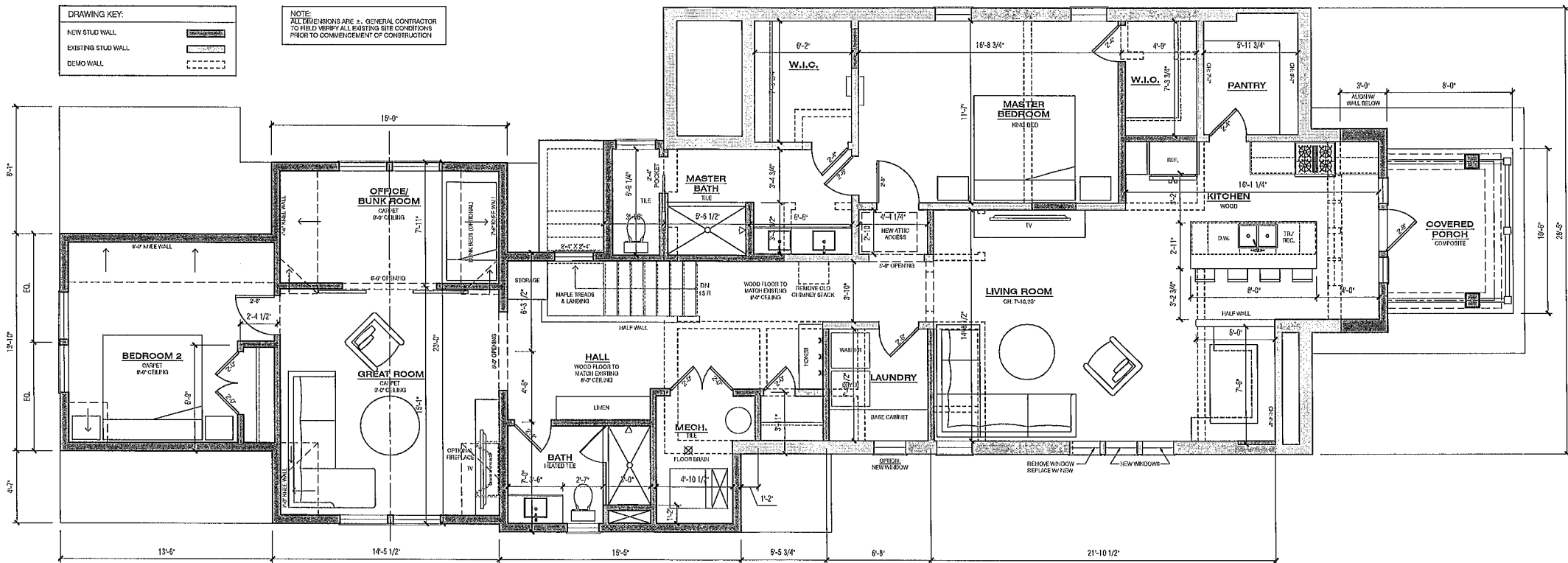
1. THESE DRAWINGS ARE DESIGN DRAWINGS. THE GENERAL CONTRACTOR HAS THE RIGHT & RESPONSIBILITY TO REVISE CONFIGURATIONS AND DETAILS DEPICTED IN THE ARCHITECTS DESIGN DRAWINGS, AS REQUIRED, TO PROPERLY CONSTRUCT A TECHNICALLY SOUND PROJECT.
2. THE GENERAL CONTRACTOR IS TO NOTIFY THE ARCHITECT WHEN DEVIATING FROM THE DESIGN INTENT.
3. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL COVENANTS, ZONING, BUILDING, FIRE, HEATING, PLUMBING, AND ELECTRICAL CODE REQUIREMENTS.



231 MANITOBA AVENUE
WAYZATA, MN 55391

ISSUE DATE
12.11.18

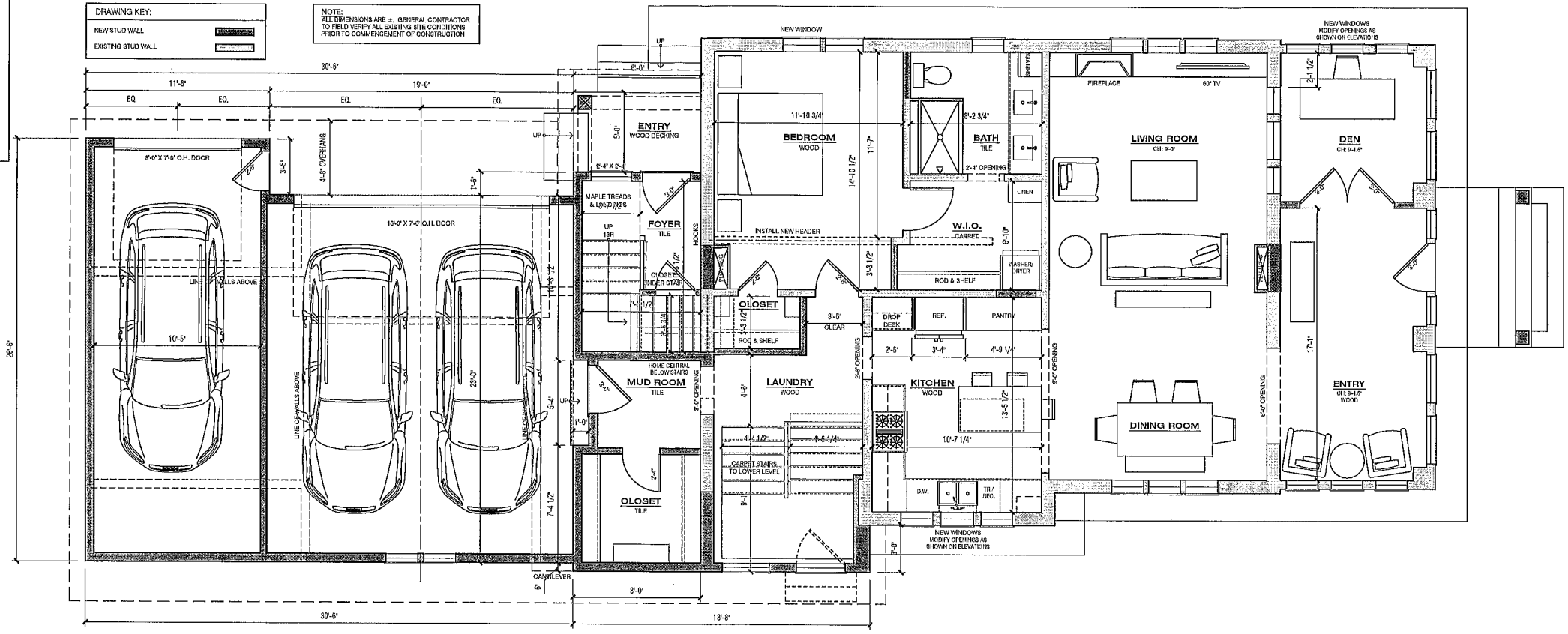
A1.1
UPPER FLOOR
PLAN



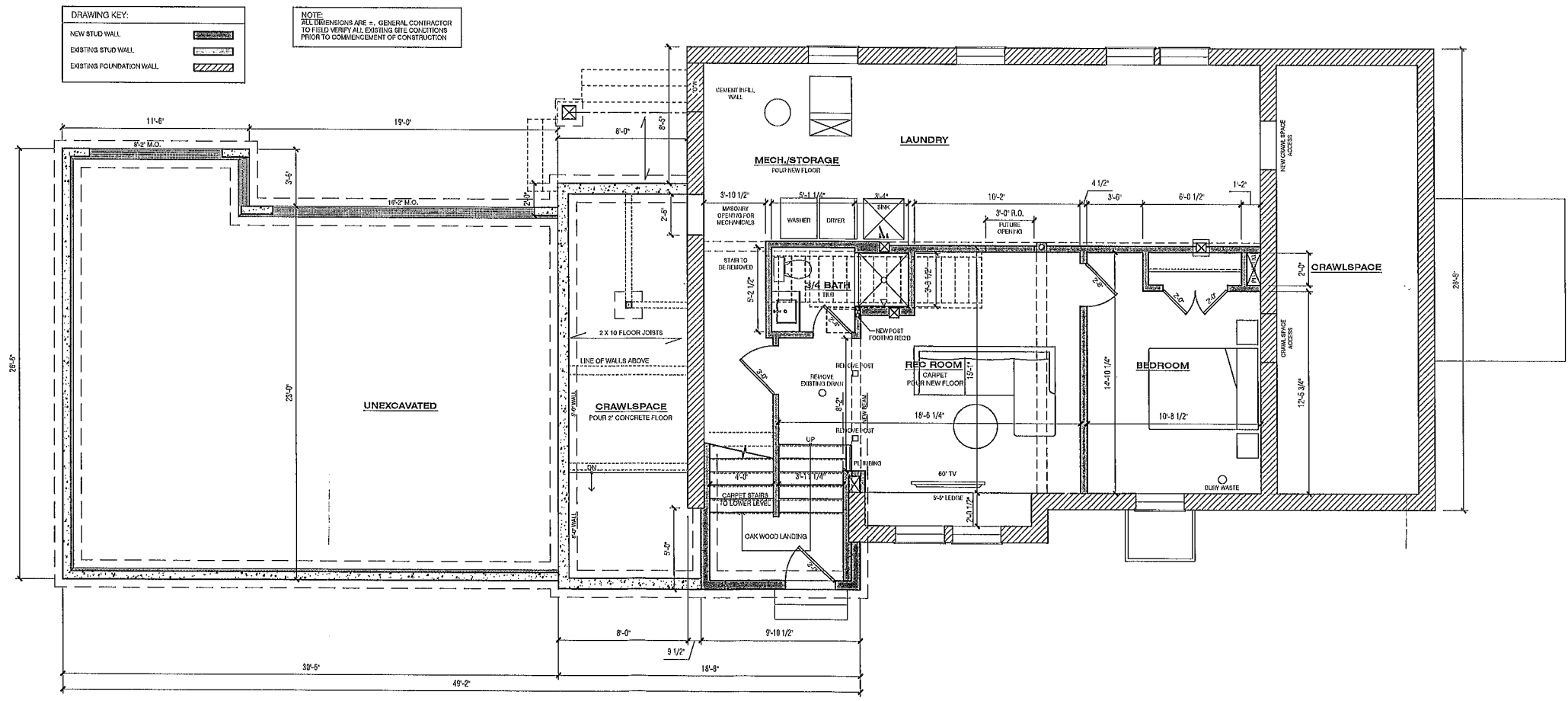
1 PLAN - PROPOSED UPPER LEVEL - 1,939 SF
A1.1 1/4" = 1'-0"

**IMPORTANT NOTE FOR
CONTRACTORS & SUB-CONTRACTORS**

1. THESE DRAWINGS ARE DESIGN DRAWINGS. THE GENERAL CONTRACTOR HAS THE RIGHT & RESPONSIBILITY TO REVISE CONFIGURATIONS AND DETAILS DEPICTED IN THE ARCHITECT'S DESIGN DRAWINGS, AS REQUIRED, TO PROPERLY CONSTRUCT A TECHNICALLY SOUND PROJECT.
2. THE GENERAL CONTRACTOR IS TO NOTIFY THE ARCHITECT WHEN DEVIATING FROM THE DESIGN INTENT.
3. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL COVENANTS, ZONING, BUILDING, FIRE, HEATING, PLUMBING, AND ELECTRICAL CODE REQUIREMENTS.



1 MAIN FLOOR PLAN - 1,581 SF (741 SF GARAGE)
A1.0 1/4\" = 1'-0\"



2 LOWER FLOOR PLAN - 580 S.F.
A1.0 1/4\" = 1'-0\"



231 MANITOBA AVENUE
WAYZATA, MN 55391

ISSUE DATE
12.11.18

A1.0
LOWER & MAIN
FLOOR PLAN

Jeff Thomson

From: Mike Ayres [REDACTED]
Sent: Friday, February 1, 2019 4:32 PM
To: Jeff Thomson
Cc: Deb Ayres
Subject: 231 Manitoba

Jeff -

My wife and I live at 211 Manitoba in a Pillar Home.

We looked at the plans and read the approach KC plans to take with the property and are very supportive.

Increasing the density while still preserving the single family home look and feel is a win-win for our street and the Wayata community.

The way KC handled the construction of the new home behind our house, also says a lot about the character of his company. No doubt the final result at 231 will be great.

Thanks for your efforts to keep improving Wayzata.

Mike and Deb Ayres

Mike Ayres
Oppidan
400 Water Street Suite 200
Excelsior, MN. 55331
[REDACTED]

Jeff Thomson

From: Timothy D Foster [REDACTED]
Sent: Friday, February 1, 2019 4:03 PM
To: Jeff Thomson
Subject: 231 Manitoba

Jeff, wanted to introduce my self I am Tim Foster at 221 Manitoba.

We my wife Terry and I are excited about the the work going to be done at 230 Manitou. KC review the plans with us. There great, plus it preserves the original house.

Also the concept of up and down homes is great for our community.

KC also preserved the 116 yrs Wise house that he moved for the Partners Group to 222 Minnetonka from Wise Blvd on east side of town.

The more of these type of projects we can do for our town the better in my opinion. Bests Tim Foster

Sent from my iPhone

----- This message, and any attachments to it, may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are notified that any use, dissemination, distribution, copying, or communication of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and delete the message and any attachments. Thank you.

Jeff Thomson

From: David Frey [REDACTED]
Sent: Friday, February 1, 2019 4:22 PM
To: Jeff Thomson
Subject: 231 Manitoba Ave

Jeff,

I met with KC Chermack earlier this week and he walked me through his remodel plans since I live in the house across the street and also own the one to the south of his. KC's explanation was that his design meets all of the criteria for the single family zoning and he is just asking to be able to keep it as a duplex and I wanted to pass along that I don't have any issue with this staying as a duplex.

If there is another way I should communicate this with the planning commission please let me know.

Thanks,

David Frey



Jeff Thomson

From: Eddie Ulrich / Fuzzy Duck gmail [REDACTED]
Sent: Friday, February 1, 2019 8:45 AM
To: Jeff Thomson
Subject: RE: Development Project on Manitoba Ave. S.

Jeff Thomson,

My wife and I own property on Manitoba Ave. South here in Wayzata and we are writing regarding recent work being done at KC Chermak's property just down the street.

We recently had the opportunity to sit down with KC and review his development plans for a new duplex rental. KC explained that due to the nature of project, it had triggered a restriction from the city. The restriction seems to simply be a case of duplexes only being thought of as side-by-side structures and does not take dual level structures into account.

I understand that KC will be submitting a request for a variance to avoid that specific restriction and continue with his project. We just wanted to send you an email stating that we, as neighboring property owners, have NO CONCERNS with KC's project. In fact, we feel the development will be an improvement to both the appearance of the property as well as sustain some of the original character that we would like to keep in the neighborhood.

Please feel free to reply or call with any questions you may have.

Eddie Ulrich
[REDACTED]

Jeff Thomson

From: Mike Frey [REDACTED]
Sent: Saturday, February 2, 2019 10:31 PM
To: Jeff Thomson
Subject: KC Chermack variance

Jeff,
I own 225 Manitoba, the house immediately to the north of KC's. I met with KC and have no issues with the proposed variance.
Thank you,
Mike Frey

Jeff Thomson

From: Jeff Holmers [REDACTED]
Sent: Monday, February 4, 2019 3:34 PM
To: Jeff Thomson
Subject: 231 Manitoba ave

Feb. 4th, 2019

Dear Jeff,

Hello, my name is Jeff Holmers and I am a resident of Wayzata and reside at 260 Wayzata Blvd E Wayzata MN 55391.

I am writing because I support KC Chermak/Pillar Homes on their remodeling project located at 231 Manitoba Ave. I believe in KCs vision of the over-under option in duplex design is a perfect way to create better functioning and less expensive housing opportunities with the city proper.

KC does a wonderful job in the City of Wayzata with not only remodeling but teardowns etc. enhancing neighborhoods and curb appeal throughout the city.

Sincerely,

Jeff Holmers,
[REDACTED]

application and held a public hearing at its meeting on January 7, 2019. After the hearing and discussion among the Planning Commission and the applicant's indications that it could revise its plans to address some of the concerns raised during the meeting, the Commission voted to table action on the development application to the February 4th meeting to allow the applicant to consider submitting a revised plan and application. Mr. Thomson advised the Commission that the applicant is continuing to work on revising the fence plans and has requested that the Planning Commission again table action on the application to the February 20th meeting to allow the applicant additional time to address the Planning Commission's concerns and comments.

Vice Chair Flannigan asked for a motion to table the application.

Commissioner Douglas made a motion, seconded by Commissioner Plantan, to table further review and action on the application to allow the applicant to submit a revised plan to be considered at the next Planning Commission meeting on February 20, 2019. The motion carried unanimously.

AGENDA ITEM 5. Public Hearing Items:

a.) Manitoba Dream – 231 Manitoba Ave S

i. Conditional Use Permit and Variance

Director of Planning and Building Jeff Thomson stated that the applicant and property owners, KC and Kippen Chermack, have submitted a development application for the property at 231 Manitoba Ave S. The applicant is proposing to expand the current footprint of the building on the property and continue its use as a two-family dwelling unit. The development application requests approval of a conditional use permit for a two-family dwelling, and a variance from the required lot area and width for a two-family dwelling in the R-3A zoning district. The applicant is proposing to add an addition to the existing house. The proposed addition would be located behind the existing house and would be two stories in height. The main floor would consist of a three-stall attached garage and new entrance, and the second story would consist of additional living space for the upper level dwelling unit. Apart from approvals requested in the application, the proposed addition complies with all of the zoning district requirements for the R-3A district and does not require any other variances or approvals from the Planning Commission and City Council. The conditional use permit and variance application is being requested by the applicant due to the proposed expansion of the existing non-conforming use and lot size of the property. The property currently contains an older single home on the property which has been used as a two-family home for more than 20 years, and the applicant has rental licenses from the City for both of the rental units. The use of the property for two separate dwelling units is non-conforming because the R-3A district requires a conditional use permit for two-family detached dwellings, and the City has never approved a conditional use permit for the property. The proposed plans would expand the non-conforming use by adding living space to each of the dwelling units. Per the City's non-conforming use ordinance, a non-conforming use may not be expanded. Approval of the proposed CUP and variance would bring the home and use from non-conforming status into compliance with City Code.

1 Commissioner Douglas asked if the properties located to the north and south of the applicant's
2 property were two-family dwellings.

3
4 Director Thomson responded that he was not aware that either property were two-family
5 dwellings, but he could get confirmation.

6
7 Commissioner Parkhill asked if the proposed three parking spots met the requirement for a two-
8 family dwelling.

9
10 Director Thomson responded that the City ordinance for residential properties requires one
11 enclosed parking stall per housing unit and one additional stall that can be either enclosed or not.
12 The City considers driveway space as unenclosed parking, and therefore the proposed use in the
13 application would meet the parking requirements.

14
15 Commissioner Iverson asked if overnight parking on the street would be allowed in cases where
16 the unit dwellers required more parking than the property could manage.

17
18 Director Thomson responded that he believes that overnight parking is allowed on Manitoba
19 Avenue, and that there are no additional parking restrictions or conditions for two-family
20 dwellings.

21
22 Commissioner Merriam asked for clarification of the zoning of the property located to the south
23 of the applicant's property.

24
25 Director Thomson clarified that the southern property is zoned R-3A.

26
27 Commissioner Merriam asked if there were other two-unit dwellings located on the applicant's
28 block.

29
30 Vice Chair Flannigan asked to expand that question to the entirety of Wayzata.

31
32 Director Thomson stated that the R-3A single and two-family residential zoning is fairly common
33 to the area. The information was not readily available for him to determine the exact number of
34 two-family dwellings located in the R-3A zoned lots on Manitoba Avenue.

35
36 Commissioner Merriam replied that the applicant had stated in the information provided with their
37 application that the area has a mix of high density and other two-unit dwellings on the smaller, but
38 standard lots in what they refer to as a diverse area.

39
40 Vice Chair Flannigan asked for the age of the R-3 zoning requirements.

41
42 Director Thomson responded that the R-3A district is relatively new, but the R-3 district has always
43 allowed for two-family homes. This lot has been considered non-conforming for quite some time.

44
45 Vice Chair Flannigan asked if the property was a single-family home, if it would be conforming.

1 Director Thomson stated that it would not.

2
3 There being no further questions for staff, Vice Chair Flannigan invited the applicant to speak to
4 the Planning Commission about the application.

5
6 Applicant and property owner, K.C. Chermack, 330 Wise Avenue, Wayzata, stated that he has
7 owned the property for over thirty years. He has pulled over 40 permits in Wayzata and this is the
8 first property where he is the owner, designer, and builder. He stated that he has worked on five
9 of the ten homes on the block. He expressed a desire to keep the history of the home intact and
10 believes that his experiences working on neighboring homes demonstrates his ability to maintain
11 the character of the neighborhood. He believes that the unique design proposed would allow the
12 home to better blend in with the neighboring single-family homes. His intention is to move away
13 from the typical side by side duplex home design and create two unique living spaces that will be
14 virtually undetectable as being a duplex, maintain the historic nature of the home, and provide
15 much needed living options. He further explained that the home has been a two-family dwelling
16 for over 60 years and is in need of some upgrades to improve safety and access. He stated that the
17 R-3 zoning district's lot area requirement of 9,000 square foot results in most of the homes in the
18 area to be out of compliance. He stressed that his lot is not out of the normal for the R-3 zoned
19 properties. He stated that six neighbors have provided letters in support of the proposed
20 development. He was excited to have the opportunity for the home to move out of non-conforming
21 status and into a conforming status. He also stated that the proposed two-family home design that
22 he is utilizing is unique and creative, meets the Comprehensive plan, maintains historical values,
23 and should be considered in other Wayzata locations. He reiterated that the proposed housing
24 would provide a slightly more affordable option in Wayzata, but should not be considered
25 affordable housing.

26
27 Commissioner Bashioum asked what the price point would be for the renters.

28
29 Mr. Chermack responded that a new 1,000 square foot condominium typically costs \$3,000 a
30 month. He stated that his proposed units would likely be rented for \$2,500-\$3,000 a month.

31
32 Commissioner Iverson asked what the applicant's plan would be for the property if the
33 development application is not approved.

34
35 Mr. Chermack responded that he is very passionate about maintaining the character of the historic
36 home, but he may have to consider demolition and new home construction.

37
38 Commissioner Iverson asked what his plan would be if the application is approved and during
39 construction, he identifies a concern that prohibits the approved construction plan.

40
41 Mr. Chermack stated that the home is the most unique house that he has ever been in. He described
42 walls that are 12 inches thick with adobe subway tile patterned blocks. He added that if he had to
43 demolish, he would be able to get a permit to build a single-family home without difficulty. He
44 reiterated that the property needed to be preserved if possible, and he believes that his plan will do
45 that.

1 Commissioner Plantan asked if the applicant's intention is for the property to always be a rental
2 property.

3
4 Mr. Chermack answered that the intention for now is for two rental properties. The future is
5 unknown.

6
7 Vice Chair Flannigan asked for confirmation that the two rental properties would not be able to be
8 sold to two different owners.

9
10 Commissioner Plantan asked if the property could be changed to a single-family home in the
11 future, if the conditional use permit was granted for a duplex.

12
13 Mr. Chermack stated yes.

14
15 Director Thomson stated that a single-family home is a permitted use in the zoning district, and
16 thus the property could be used for a single-family home. A conditional use permit is required for
17 the two-family home.

18
19 Commissioner Parkhill asked if the property could be converted to a condominium.

20
21 Director Thomson responded that there isn't anything in the zoning ordinance that would prohibit
22 the property from being platted as a condominium. This would be a separate item pursued by the
23 property owner and addressed at the County level.

24
25 Commissioner Merriam asked how the applicant was planning on keeping the character of the
26 home.

27
28 Mr. Chermack responded that they would be updating all of the windows, restoring and reusing
29 the hard wood floor, reusing and repurposing cove, and reusing some of the window material for
30 cabinetry.

31
32 Commissioner Bashioum asked if the new structure would be similar to the original home in style.

33
34 Mr. Chermack stated that they will be intermixing the new and the old material so that it would be
35 impossible to distinguish the original home from the new construction.

36
37 There being no further questions from the Commissioners for the applicant, Vice Chair Flannigan
38 opened the public hearing on the application at 7:05 p.m.

39
40 Resident Jeff Holmers, 260 Wayzata Boulevard East, stated that he is familiar with the home and
41 he is in support of the project. He has observed other projects that the applicant, Mr. Chermack,
42 has completed in the neighborhood and is pleased with the outcomes.

43
44 Director Thomson stated that six letters in support of the application were received from residents
45 of the area, and those letters will be included as part of the record.

1 There being no one else wishing to comment on this application, Vice Chair Flannigan closed the
2 public hearing at 7:07 p.m.

3
4 Commissioner Merriam asked for the reason for the R-3A district's 9,000 square-foot lot area
5 requirement for single-family homes and 18,000 square-foot lot area requirement for two-family
6 homes.

7
8 Director Thomson responded that he believes the requirement was intentional, and that the zoning
9 ordinance does appear to contemplate twin homes arranged horizontally. He further commented
10 that the requirement was established with many duplexes already existing in the district, and he
11 does not believe that the intention was to prohibit their existence in the district going forward.

12
13 Commissioner Merriam stated that she appreciates what the applicant is attempting to accomplish.
14 She expressed concerns that by allowing the variance for the lot size requirement they may be
15 opening a door to allow other residents to change any single-family home into a duplex. She
16 viewed this as a potential snowball effect.

17
18 Commissioner Plantan commented that the proposed addition is quite large compared to the
19 original home.

20
21 Commissioner Iverson stated that the zoning ordinance requirements may need to be updated. She
22 added that this is an established twin home, and therefore may not fall under the same rules. She
23 further asked that if the setbacks established with the conditional use permit could be enforced on
24 a possible future single-family home.

25
26 Director Thomson answered that the setback requirements are specific to this type of two-family
27 dwelling project, and would be different for a single-family home construction.

28
29 Commissioner Douglas stated that she did not have concerns for the project. She asked if the
30 conditional use permit and the variance are decided separately or together.

31
32 Director Thomson stated that they could be considered together in this case.

33
34 Commissioner Douglas commented that Mr. Chermack has produced many projects in the area,
35 and she trusts his skills and experience.

36
37 Commissioner Parkhill stated that the conditional use permit for a two-family dwelling is not
38 concerning to him. He added that the twin home is an existing use, and the proposal will respect
39 the history of that use, increase the value to the community, and appears to be supported by the
40 neighborhood residents.

41
42 Commissioner Bashioum asked if the Commission should be concerned about setting a precedent
43 and she referred to a subdivision proposal for a triplex located nearby.

44
45 Director Thomson replied that he does not believe that there should be a concern of setting
46 precedent due to the many difference of the two projects and properties.

1
2 Commissioner Iverson asked if the applicant was going to be doing any landscaping improvements
3 on the property.
4

5 Mr. Chermack stated that he has landscaping plans being developed, but nothing is finalized.
6

7 Commissioner Plantan commented that she has seen Mr. Chermack's work, and that she has no
8 concerns regarding his ability to produce great work.
9

10 Commissioner Iverson commented that landscaping could really soften the exterior of the large
11 addition.
12

13 Vice Chair Flannigan stated that this application is very unique, and it is very positive to have so
14 many neighbors supportive of the project. He added that having a variety of housing options
15 available to the residents of Wayzata is positive. He reminded the Commissioners that it is
16 important for the Commission to consider each application individually and on its own merit and
17 uniqueness. He stated that other municipalities have considered similar options to address adding
18 housing options for their residents. He is in favor of the application.
19

20 Commissioner Merriam stated that some of the Commissioners appeared to be leaning towards
21 recommending approval of the application. She asked if the historical nature of the property could
22 be added to the findings to demonstrate the uniqueness of the property. She further stated that
23 adding that finding would provide support that the recommendation was not based on opinion, but
24 rather on facts.
25

26 City Attorney Schelzel stated that the historical use of the building as a duplex, as well as the
27 historical nature and features of the building and the property, would help show the uniqueness of
28 the building and the hardship of the landowner. These factors could be added to the draft Planning
29 Commission report that the Commission would consider as part of the consent agenda at the next
30 Planning Commission meeting.
31

32 Commissioner Parkhill stated that the area is very unique in that it has many different zoning
33 districts applied to properties in the immediate area. He explained that this also shows the
34 uniqueness of the property and helps support the applicant's requests.
35

36 Commissioner Douglas stated that she was on the previous Comprehensive Plan taskforce, and the
37 intention with the zoning was to allow flexibility in neighborhoods like what is contemplated for
38 the application.
39

40 There being no further questions or discussion among the Commissioners, Vice Chair Flannigan
41 asked for a motion on the Application.
42

43 Commissioner Iverson made a motion, seconded by Commissioner Plantan, to direct staff to
44 prepare a draft Planning Commission Report and Recommendation with appropriate findings
45 reflecting a recommendation of approval of the conditional use permit and variances for 231
46 Manitoba Ave S for review and adoption at the next Planning Commission meeting, including a

1 finding on the historical significance of the property and historical use of the property. The motion
 2 carried unanimously.

3
 4 Vice Chair Flannigan stated that the report on the Application will be a part of the Consent Agenda
 5 for the February 20, 2019 Planning Commission meeting.

6
 7 **b.) Penny's Coffee – 800 Lake St E**

8 **i. Conditional Use Permit**
 9

10 Director of Planning and Building Jeff Thomson stated that the applicant, Penny's Coffee, and
 11 property owner, The Dietrich Co Family Limited Partnership, have submitted a development
 12 application in connection with a new coffee shop within the existing mixed-use building at 800
 13 Lake Street East. The development application requests approval of a conditional use permit for
 14 joint parking facilities to meet the parking requirements for the project. The property is the site of
 15 Cross Creek Shoppes, a multi-tenant missed used building that contains first floor retail and service
 16 commercial uses, and upper floor office space, storage, and a residential apartment. The adjacent
 17 property to the east, 810 Lake Street E., is also part of the Cross Creek Shoppes and is owned by
 18 the same property owner as the subject property. The two separate buildings are internally
 19 connected. There is no parking lot or vehicular connection between the two sites, but there is a
 20 public sidewalk on Lake Street that provides pedestrian connection between the two properties.
 21 Penny's Coffee has signed a lease with the property owner and is proposing to construct a 1,675
 22 square foot coffee shop within the first floor of the building. Coffee shops are a permitted use in
 23 the C-4B zoning district, and no zoning approval is required for the coffee shop use. There are 28
 24 existing parking spaces on the property, 25 of which are shared between the retail and service
 25 commercial tenants within the building. Therefore, the property does not have enough parking to
 26 meet the 35 current parking stall requirements for the uses within the building. Coffee shops are
 27 specifically identified as a permitted use in the zoning district, but the zoning ordinance does not
 28 provide a specific parking requirement for coffee shops. City staff has calculated the minimum
 29 parking requirement for the coffee shop based on the Institute of Transportation Engineers (ITE)
 30 average parking demand of 10.5 parking spaces per 1,000 square feet of net floor area. Based on
 31 the ITE parking rate, Penny's is required to have 16 on-site parking stalls. The City's parking
 32 ordinance allows the use of joint parking facilities for one or more uses to provide required off-
 33 street parking by joint use of one or more sites where the total number of spaces provided are less
 34 than the sum of the total required for each use of site. The zoning ordinance provides specific
 35 shared parking reductions for mixed use buildings that include retail, restaurant, office, and
 36 residential uses. However, the zoning ordinance does not provide a specific reduction for coffee
 37 shops and other types of retail uses, even though it would be expected that the peak hours would
 38 be at different times. In reviewing the proposal, the City recommended that the applicant conduct
 39 a parking study to determine the current utilization of parking at the Cross Creek Shoppes and the
 40 anticipated parking demand for Penny's based on Penny's existing location in Linden Hills. The
 41 study found that the parking lot on the subject property was largely under-utilized, with peak
 42 parking utilization for existing tenants occurring at 2:00 p.m. and found they used 14 of 25 stalls.
 43 The study further noted that peak parking demand for Penny's is between 7:00 and 10:00 a.m., and
 44 that the required 16 stalls were available during this time. The availability is due to the existing
 45 tenants not being open before 10:00 a.m. Director Thomson explained that a conditional use
 46 permit could include conditions related to the CUP request. Staff recommended including the

**WAYZATA PLANNING COMMISSION
MEETING MINUTES
February 20, 2019**

AGENDA ITEM 1. Call to Order and Roll Call

Chair Flannigan called the meeting to order at 6:30 p.m.

Present at roll call were Commissioners: Douglas, Plantan, Iverson, Merriam, Bashioum, Flannigan, and Parkhill. Absent: None. Director of Planning and Building Jeff Thomson and City Attorney David Schelzel were also present.

AGENDA ITEM 2. Approval of Agenda

Chair Flannigan asked for a motion to approve the agenda for the meeting.

Commissioner Douglas made a motion, seconded by Commissioner Iverson, to approve the February 20, 2019 meeting agenda as presented. The motion carried unanimously.

AGENDA ITEM 3. Consent Agenda

- a.) Approval of February 4, 2019 Meeting Minutes
- b.) Adoption of Report and Recommendation of Approval of Conditional Use Permit and Variances for Manitoba Dream at 231 Manitoba Ave S
- c.) Adoption of Report and Recommendation of Approval of Conditional Use Permit for Penny's Coffee at 80 Lake St E

Chair Flannigan read the items on the consent agenda and asked if any Commissioner wished to pull an item for further discussion. Hearing no such request, he asked for a motion to approve the Consent Agenda as presented.

Commissioner Douglas made a motion, seconded by Commissioner Bashioum, to approve the Consent Agenda as presented. The motion carried unanimously.

AGENDA ITEM 4. Old Business Items:

- a.) Urness Fence – 143 and 151 Westwood La
 - a. Variance and Conditional Use Permit

Director of Planning and Building Jeff Thomson stated the property owners, Todd and Katherine Urness have amended and a development application for a fence and gate located on the properties at 143 and 151 Westwood Lane. The applicant is proposing a five (5) foot tall steel fence in the

Commissioner Iverson made a motion, seconded by Commissioner Douglas, to table action on the application to allow the applicant to submit additional information and a revised plan and application to be considered at the next Planning Commission meeting on March 4, 2019. The motion carried unanimously.

AGENDA ITEM 6. Other Items:

a.) February 5th City Council Meeting Report – Commissioner Douglas

Commissioner Douglas reported that the City Council had a workshop prior to their meeting to discuss the cost update and design development for phase one of the Lake Street and Lake Street Plaza. They were approximately one million over the originally proposed budget, and they went through design items individually and brought the deficit to around 250,000. They are continuing to discuss this. The regular meeting was brief. One Council member asked for a workshop on looking at raising the tobacco age sales to 21. The Council considered the plan for painting the water tower and discussed the logo. They also discussed creating a construction mitigation plan and ways to inform residents of the plan.

b.) February 19th City Council Meeting Report – Chair Flannigan

Chair Flannigan stated that he was not able to attend the meeting and asked if Director Thomson could share some information on the City Council meeting. Director Thomson stated that there was an update on the financing for the Lake Effect project and the trail extension. There was a huge public forum that took up most of the meeting. There were police, fire and public safety recognitions and a presentation for the Bill Matthews Memorial Highway signage. A police officer was sworn in. The City Prosecutor was recognized for his many years of service. A grant application was approved to provide renovation monies for some group homes located within the city. A representative from Verizon Wireless discussed their planned screening for the telecom antennas on top of their site's building. There has been a screen fabrication delay and they will most likely not be available until April. The Council would like to administer a fine for non-compliance with the ordinance and continue to monitor the project for compliance.

c.) Review of Development Activities

Director of Planning and Building Jeff Thomson stated they have heard the Beltz Project, Broadway Place, will be starting construction very soon. There was a for sale sign placed for the Hughes project, but they continue to want to develop the site and are in the process of identifying tenants. Mr. Thomson said he will ask some questions to gain information about the steps needed to address concerns with the landscaping at the Landing. Commissioner Iverson also asked for Director Thomson to look into a lightpost, and questioned the brightness of it.

Commissioner Merriam asked if she could add some comments to an item that was on the consent agenda. She stated that she was not familiar with the process of the consent agenda and all of the items being approved as a group. She thought that items would be discussed individually.

1
2 Chair Flannigan responded that while it was too late for her comments to impact the previous vote,
3 she could express her comments so that they could be on the record and in the minutes, which will
4 be shared with the City Council.

5
6 Commissioner Merriam stated that the Report and Recommendation of Approval of Conditional
7 Use Permit and Variance for Manitoba Dream at 231 Manitoba Ave S. did not relate all of the
8 findings in the way that she thought they would be. She added that the findings stated that it had
9 been a duplex for over 20 years, and that it was actually a duplex for over 50 years. This was a
10 major factor for the recommendation of approval. She added that the applicant was going to keep
11 the historic nature of the house, and she felt that this should have been better reflected in the
12 findings. She explained that she did not want others to think that because there is one duplex in
13 the neighborhood, other duplexes could be built. She wanted it to be clear that the ordinance does
14 not allow for that.

15
16 City Attorney, David Schelzel, responded that the Report and Recommendations included in the
17 packets for the Consent agenda are drafts. If the Planning Commission determines that any one of
18 them does not adequately reflect any of the findings the Commission wishes to make, the Report
19 can be pulled from the Consent agenda and an amendment made. Procedurally, it is not a problem
20 to pull a Consent agenda item for further discussion, and fairly routine for this to occur. He further
21 explained that the Commission could also choose to amend the previously adopted Report and
22 Recommendation now. He added that the Manitoba Dream Report and Recommendation does
23 have findings related to the historic nature and the use of the building, but that that the language
24 can be amended.

25
26 Commissioner Merriam asked if a condition could be added that would not allow the applicant to
27 vary significantly from the plan put forward.

28
29 Director Thomson responded that they can add the condition that the project has to be built in
30 conformance with the plans submitted with the application.

31
32 City Attorney, David Schelzel, explained the procedure for making an amendment to the Report
33 and Recommendation. He stated that with the leave of the Chair, a Commissioner could make a
34 motion with the proposed amendment to the draft Report and Recommendation that was passed
35 earlier. The motion would then need to be seconded. Discussion could follow this, and then a
36 vote on the motion could be called.

37
38 Commissioner Merriam made a motion, seconded by Commissioner Plantan, to amend the draft
39 Recommendation and Report of Approval of Conditional Use Permit and Variance for Manitoba
40 Dream at 231 Manitoba Ave S to (i) add a point 8 in Section 2.1B of the Report and
41 Recommendation that the two-family dwelling has been in existence at the location for over 20
42 years and prior to the current zoning ordinance; (ii) in Section 3.2B, add the words “the existing
43 character of the property as a duplex”; (iii) in Section 3.2C the second sentence revise to state:
44 The existing layout of the Property and a desire to preserve the property as a duplex and its historic
45 elements are significant factors in the practical difficulties with meeting the zoning ordinance

1 requirements; and (iv) a condition that the project has to be built in conformance with the plans
2 submitted with the application.

3
4 The motion carried unanimously.

5
6 Director Thomson clarified that the condition for the project to be built in conformance with the
7 plans submitted with the application only applies to the duplex. If the property is demolished, then
8 the condition would no longer apply.

9
10 **d.) Next Meeting**

11
12 Chair Flannigan stated the next Planning Commissioner meeting was scheduled for March 4, 2019
13 at 6:30 p.m.

14
15
16 **AGENDA ITEM 7. Adjournment.**

17
18 There being no further business on the agenda, Chair Flannigan asked for a motion to adjourn.

19
20 Commissioner Iverson made a motion, seconded by Commissioner Parkhill, to adjourn the
21 Planning Commission meeting. The motion carried unanimously.

22
23 The Planning Commission meeting was adjourned at 8:47 p.m.

24
25 Respectfully submitted,

26 Jenny Groess

27 *TimeSaver Off Site Secretarial, Inc.*

RESOLUTION NO. 09-2019

RESOLUTION APPROVING CONDITIONAL USE PERMIT AND VARIANCES FOR TWO-FAMILY DWELLING AT 231 MANITOBA AVENUE S

WHEREAS, KC and Kippen Chermack and the Property owner, Our House, LLC, (collectively, the “Applicant”) have submitted a development application (the “Application”) requesting approval of a conditional use permit for a two-family dwelling, and lot area and width variances (the “Two-Family Dwelling CUP”, and the “Lot Area and Width Variances”), to expand the current footprint of the existing two-family dwelling (the “Project”) located on the property at 231 Manitoba Avenue S, legally described on Attachment A (the “Property”); and

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

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

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

B. Based on the foregoing, the Two-Family Dwelling CUP, and the Lot Area and Width Variances, are hereby **APPROVED**, subject to satisfaction of the following:

1. The Applicant must build and complete the Project in conformance in all material respects with the plans depicted in the Application.
2. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project, including building codes and land use regulations, and City Code and policies applicable to days and times of work, and construction management.

3. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 5th day of March 2019.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 5, 2019.

Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property

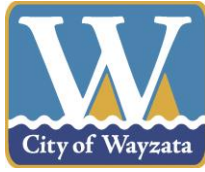
Lot 5, "Maurer's" Addition to Wayzata, Lake Minnetonka, together with an easement for driveway over the Southerly four and one-half feet of the Easterly 110 feet of Lot 6, said Addition, Hennepin County, according to the recorded plat thereof.

DRAFT

Attachment B

Planning Commission Report and Recommendation, dated February 20, 2019

DRAFT



WAYZATA PLANNING COMMISSION

February 20, 2019

REPORT AND RECOMMENDATION OF APPROVAL OF CONDITIONAL USE PERMIT AND VARIANCES FOR TWO-FAMILY DWELLING AT 231 MANITOBA AVENUE S

SUMMARY OF RECOMMENDATION

Approval* of Conditional Use Permit for two-family dwelling
Approval* of Variances for non-conforming lot size and width

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

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Project. KC and Kippen Chermack and the Property owner, Our House, LLC, (collectively, the “Applicant”) have submitted a development application (the “Application”) requesting a conditional use permit for a two-family dwelling, and lot area and width variances to expand the current footprint of the existing two-family dwelling (the “Project”) located on the property at 231 Manitoba Avenue S (the “Property”). The current use of the home on the Property as a two-family dwelling, and the substandard lot dimensions, are legal non-conformities, and the Project requires compliance with the current standards of the Zoning Ordinance.
- 1.2 Application Requests. As part of the Application, the Applicant is requesting approval of the following:
 - A. Conditional Use Permit: A conditional use permit for a two-family dwelling on the Property (the “Two-Family Dwelling CUP”).
 - B. Variances for Lot Area and Dimensions:
 1. A lot area variance from the required minimum lot area of 18,000 square feet for lots with two-family dwellings, to the lot’s existing, legal non-conforming area of 8,061 square feet; and

2. A lot width variance from the required minimum lot width of 100 feet for lots with two-family dwellings, to the lot's existing, legal non-conforming width of 54.6 feet (together, the "Lot Area and Width Variances").

- 1.3 Property. The street address, property identification number and owner of the Property are:

231 Manitoba Ave S	06-117-22-24-0010	Our House, LLC
--------------------	-------------------	----------------

- 1.4 Land Use. The Property is zoned and guided as follows:

Zoning:	R-3A Single and Two Family District
Comp Plan:	Low Density Single Family
Overlay Districts:	S/Shoreland Overlay District

- 1.5 Notice and Public Hearing. Notice of the public hearing on the Application was published in the *Lakeshore Weekly* on January 17, 2019 and mailed to all property owners located within 350 feet of the Property on January 16, 2019. The public hearing on the Application was held at the February 4, 2019 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Conditional Use Permit for Two-Family Dwelling. In the R-3A zoning district, two-family detached dwellings are a conditional use that may be approved provided that:
 - A. They are located and designed so as to be compatible with the surrounding neighborhood; and
 - B. The provisions of Section 904.02.F of the Zoning Ordinance are considered satisfactorily met. City Code Section 904.02.F states that the Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:
 1. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
 2. The proposed use's compatibility with present and future uses of the area.
 3. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).

4. The proposed use's effect on the area in which it is proposed.
5. The proposed use's impact upon property values in the area in which it is developed.
6. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
7. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

2.2 Variances for Lot Area and Width. In the R-3A zoning district, lots with two-family dwellings must have a minimum lot area of 18,000 square feet and 9,000 square feet per unit, and a minimum lot width of 100 feet. The criteria for granting a variance from the standards of the Zoning Ordinance are:

- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of the Zoning Ordinance; and
 - (ii) consistent with the Comprehensive Plan.
- B. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.
- C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by the Zoning Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.
- D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
- E. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with the Zoning Ordinance.
- F. The City Council shall not permit as a variance any use that is not allowed under the Zoning Ordinance for property in the zoning district where the

affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.

- G. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- H. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Section 3. FINDINGS

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

- 3.1 Conditional Use Permit for Two-Family Dwelling. The proposed two-family dwelling associated with the Project and specified in the Application (the "Two-Family Dwelling") is of the type allowed by conditional use permit under City Code Section 955.05, and it meets the following standards:
 - A. The Two-Family Dwelling is located and designed so as to be compatible with the surrounding neighborhood and the existing two-family dwelling on the Property; and
 - B. The provisions of Section 801.04.2.F of the Zoning Ordinance are met, and the possible adverse effects of the proposed conditional use have been considered. The Two-Family Dwelling CUP should be issued based on the following factors:
 - 1. The Two-Family Dwelling does not contravene any specific policies or provisions of the official City Comprehensive Plan.
 - 2. The Two-Family Dwelling is compatible with present and future uses of the area, in which there are similar dwellings.
 - 3. The Two-Family Dwelling conforms with all performance standards contained herein (i.e., parking, loading, noise, etc.) except those for which variances are being requested.
 - 4. The Two-Family Dwelling will not have a negative effect on the area in which it is proposed, which is an area adjacent to a mixture of uses as well as similar dwellings and properties.

5. The Two-Family Dwelling will not have a negative impact upon property values in the area.
6. The Two-Family Dwelling will not generate any additional traffic over the existing uses on the Property.
7. The Two-Family Dwelling will not have an impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.
8. The Two-Family Dwelling has been in existence at this location for over 20 years and prior to existence of the current Zoning Ordinance.

3.2 Variances for Lot Area and Width. The Lot Area and Width Variances do not change the current two-family residential use. The Lot Area and Width Variances requested are in harmony with the general purposes and intent of the Ordinance and are consistent with the Comprehensive Plan.

- A. The Property's legal nonconforming lot area and width are substandard for the R-3A District, which creates practical difficulties in complying with the lot area and depth requirements, particularly for a two-family dwelling.
- B. The Lot Area and Width Variances requested are reasonable, due to circumstances driven by the existing lot dimensions and a desire to preserve and enhance the existing character of the Property as a duplex and historic nature of the house on the Property. If granted, the Lot Area and Width Variances would not alter the essential character of the locality.
- C. The practical difficulties necessitating the Lot Area and Width Variances are not solely economic in nature. The existing layout of the Property and a desire to preserve the property as a duplex and its historic elements are significant factors in the practical difficulty with meeting the Zoning Ordinance requirements.
- D. The Application includes reasons that the Lot Area and Width Variances are justified under the criteria of the Zoning Ordinance in order to make reasonable use of the land, structure and buildings on the Property.

Section 4. RECOMMENDATION

4.1 Planning Commission Recommendation. Based on the findings in Section 3 of this Report, the Planning Commission recommends approval of the Two-Family Dwelling CUP and the Lot Area and Width Variances as listed in Section 1.2 of this Report, subject to the following conditions:

- A. Applicant must build and complete the Project in conformance in all material respects with the plans submitted with the Application and included as Attachment A.
- B. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project, including building codes and land use regulations, and City Code and policies applicable to days and times of work, and construction management.
- C. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 20th day of February 2019.

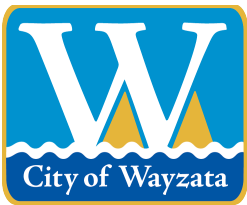
Voting For Approval Recommendation: Bashioum, Douglas, Flannigan, Iverson, Merriam, Parkhill, Plantan

Voting Against Approval Recommendation: None

Abstaining: None

Absent: None

Attachment A
Project Plans



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.e.
TITLE: Approval of Design Services Agreement with Three Rivers Park District for Dakota Rail Regional Trail Extension	
PROPOSED MOTION: To Approve the Design Services Agreement with Three Rivers Park District	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY:	

ACTION REQUESTED:

Staff recommends approval of the attached agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The attached agreement provides that the \$110,000 cost of design services will be completely reimbursed by Three Rivers Park District.

BACKGROUND:

In January, the City Council approved a design services proposal from Civitas in order to design the Dakota Rail Regional Trail Extension from Barry Avenue to Ferndale Road. This approval was contingent upon 100% reimbursement of design services by Three Rivers Park District.

The objective of the design process will be to design an extended regional trail that takes into account the existing Lake Street landscape between Barry Avenue and Ferndale Road, the proposed design of the Lake Effect Project, and the existing conditions of the Dakota Rail Trail west of Ferndale.

ATTACHMENTS:

1. Dakota Rail Trail Design Agreement Ferndale to Barry Segment

**Design Agreement
Three Rivers Park District and the City of Wayzata**

**Extension of the Dakota Rail Regional Trail on Lake Street
from Ferndale Road to Barry Avenue**

This Agreement, made and entered into this ____ day of _____, 2019 by and between Three Rivers Park District, a public corporation and political subdivision of the State of Minnesota, (hereinafter referred to as "Park District") and the City of Wayzata, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City").

Whereas, the City is in the process of designing its downtown "Lake Effect" project that extends from Barry Avenue to Broadway Avenue along Lake Street, and which contains a future segment of the Dakota Rail Regional Trail as depicted in Exhibit 1; and

Whereas, the City has expressed a desire to also include design and development of a new segment of the Dakota Rail Regional Trail from Ferndale Road to Barry Avenue, also depicted in Exhibit 1; and

Whereas, the Park District desires to have the Dakota Rail Regional Trail designed from Ferndale Road to Barry Avenue for potential inclusion in the Lake Effect construction project, with the intention at a future time to further extend the trail east of Broadway so as to connect the Dakota Rail Regional Trail with the Lake Minnetonka LRT Regional Trail.

Now therefore, in consideration of mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Park District agree to the following:

1. Design.

The City will prepare design documents and construction documents for the Dakota Rail Regional Trail on Lake Street from Ferndale to Barry Avenue as depicted in Exhibit 1. The Park District shall have the right to review and suggest reasonable modifications to said design documents prior to the project going out to bid, with the understanding that the City shall have final approval of the design, and any work or product finishes outside the scope necessary for development of a standard regional trail would be at the City's expense.

2. Funding.

The Park District agrees to reimburse the City up to \$110,000 for the design of the trail segment on Lake Street from Ferndale Road to Barry Avenue, including design of the railroad crossing at Ferndale Road. Such reimbursement will occur upon the City's notice to the Park District of the completion of design and construction document activities performed by the City's consultant on this project. If construction does not occur for any reason as currently planned, the Park District will still pay for the design and construction document work, and those documents will then be the property of the Park District for potential use at a future date. However, such documents but may also be used by the City at a future date.

3. Construction.

This agreement does not obligate Three Rivers or the City to construct the trail segment on Lake Street from Ferndale Road to Barry Avenue. Approval to construct and to fund construction will require a separate agreement.

In Witness Whereof, Park District and the City have entered into Design Agreement as of the date and year first above written.

CITY OF WAYZATA,
a Minnesota municipal corporation

By: _____
Its Mayor

Date _____

By: _____
Its City Manager

Date _____

THREE RIVERS PARK DISTRICT,
a public corporation and political subdivision
of the State of Minnesota

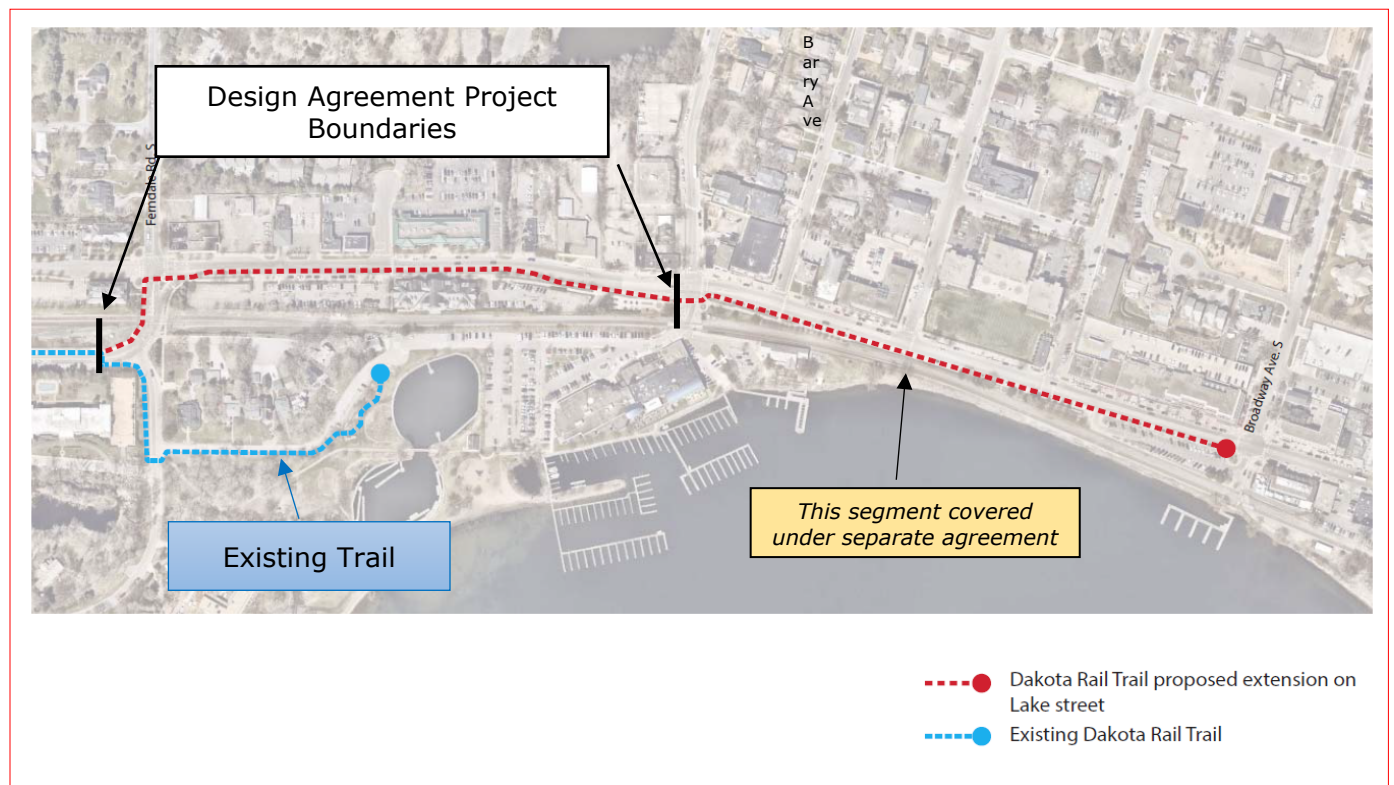
By: _____
John Gunyou, Board Chair

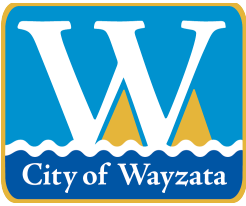
Date _____

By: _____
Boe R. Carlson, Superintendent
and Secretary to the Board

Date _____

Exhibit 1:





City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.f.
TITLE: Adopt Resolution 08-2019 Amending the 2019 Fee Schedule to Reflect Hennepin County Solid Waste Tax Increase	
PROPOSED MOTION: To Adopt Resolution 08-2019	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached resolution.

FINANCIAL OR BUDGET CONSIDERATION:

The additional fees are "pass through fees." There will be no budget impact because the County Fees will be passed directly on to the consumer.

BACKGROUND:

The solid waste tax that Wayzata residents see on their monthly utility bill is comprised of 2 components; a Hennepin County tax (9%) and a Minnesota Solid Waste Management Tax (9.75%). After April 1, 2019 the Hennepin County Solid Waste Tax will increase to 15.5% and the Minnesota Solid Waste Tax will remain at 9.75%.

ATTACHMENTS:

1. Letter from Hennepin County
2. Resolution 08-2019
3. 2019 Amended Fee Schedule

Notice of increase in Hennepin County Solid Waste Tax

Effective April 1, 2019, Hennepin County Solid Waste Tax will increase from 9% to 15.5%. There are two parts that make up the Solid Waste Tax that Wayzata residents see on their monthly utility bill; the Minnesota Solid Waste Management Tax (9.75%) and the Hennepin County Solid Waste Management Fee (was 9% will be 15.5%). The revenue collected from this fee is used to fund environmental programs such as waste reduction, reuse, recycling, land conservation, and problem material management. Wayzata customers with 35 gallon level of service will see an increase in their monthly solid waste bill of \$0.53; the 65 gallon level of service will increase \$0.87; and the 95 gallon level of service will increase \$1.22.

RESOLUTION NO. 08-2019

RESOLUTION ADOPTING AMENDED MUNICIPAL FEES FOR 2019

WHEREAS, the City Council of Wayzata, Minnesota has adopted a Code of Ordinances, and

WHEREAS, the Code of Ordinance provides that fees are adopted by reference and are as established by City Council Resolution; and

WHEREAS, it is the desire of the City Council of Wayzata, Minnesota to establish such municipal fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that the attached amended fee schedule (Attachment A) is approved.

Adopted by the City Council of the City of Wayzata this 5th day of March, 2019.

Mayor Kenneth Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 5, 2019.

Kathy Leervig, City Clerk

SEAL

City of Wayzata - 2019

Fee Schedule

Adopted 09-04-2018

Resolution # 49-2018

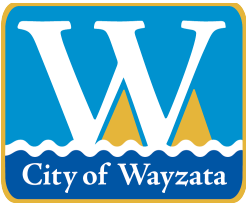
Amendment Adopted 03-05-2019

Resolution # 08-2019

Water usage increase:	3%	3%	5%	7%
Sewer usage increase:	structure change	structure change + 3%	5%	14%
Storm water usage increase:	0%	3%	5%	5%
Garbage/Recy/Organic increase:	0%	0%	5%	0%
	0%	0%	0%	0%
all others	0.00%	0.00%	5.00%	2.75%
	2016	2017	2018	2019

DESCRIPTION

GARBAGE MONTHLY RATES, RESIDENTIAL				
Sticker service	\$ 3.00	\$ 3.50	\$ 3.50	\$ 3.50
1 can (35 gal) weekly	\$ 7.64	\$ 7.64	\$ 8.02	\$ 8.02
2 can (65 gal) weekly	\$ 12.80	\$ 12.80	\$ 13.44	\$ 13.44
3 can (95 gal) weekly	\$ 17.74	\$ 17.74	\$ 18.62	\$ 18.62
4 can (2-65 gal) weekly	\$ 26.97	\$ 26.97	\$ 28.32	\$ 28.32
5 can (65 & 95 gal) weekly	\$ 31.69	\$ 31.69	\$ 33.28	\$ 33.28
6 can (2-95 gal) weekly	\$ 36.20	\$ 36.20	\$ 38.01	\$ 38.01
7 can weekly	\$ 45.66	\$ 45.66	\$ 47.94	\$ 47.94
8 can weekly	\$ 55.31	\$ 55.31	\$ 58.08	\$ 58.08
9 can weekly	\$ 64.33	\$ 64.33	\$ 67.55	\$ 67.55
10 can weekly	\$ 73.57	\$ 73.57	\$ 77.25	\$ 77.25
12 can weekly	\$ 91.82	\$ 91.82	\$ 96.41	\$ 96.41
Drive up service weekly	\$ 11.50	\$ 11.50	\$ 12.00	\$ 12.00
GARBAGE MONTHLY TAX, RESIDENTIAL (18.75 to 25.25% April 1, 2019)				AMENDED 4/1/19
Base/Sticker Service	\$ -	\$ -	\$ -	\$ -
1 can (35 gal) weekly	\$ 1.44	\$ 1.44	\$ 1.50	\$ 2.03
2 can (65 gal) weekly	\$ 2.40	\$ 2.40	\$ 2.52	\$ 3.39
3 can (95 gal) weekly	\$ 3.33	\$ 3.33	\$ 3.49	\$ 4.71
4 can (2-65 gal) weekly	\$ 5.06	\$ 5.06	\$ 5.31	\$ 7.15
5 can (65 & 95 gal) weekly	\$ 5.95	\$ 5.95	\$ 6.24	\$ 8.40
6 can (2-95 gal) weekly	\$ 6.79	\$ 6.79	\$ 7.13	\$ 9.60
7 can weekly	\$ 8.56	\$ 8.56	\$ 8.99	\$ 12.10
8 can weekly	\$ 10.37	\$ 10.37	\$ 10.89	\$ 14.67
9 can weekly	\$ 12.07	\$ 12.07	\$ 12.67	\$ 17.06
10 can weekly	\$ 13.79	\$ 13.79	\$ 14.48	\$ 19.51
12 can weekly	\$ 17.22	\$ 17.22	\$ 18.08	\$ 24.34
Drive up service weekly	\$ 2.16	\$ 2.16	\$ 2.25	\$ 3.03
RECYCLING/ORGANICS MONTHLY FEE, RESIDENTIAL				
	\$ 8.00	\$ 8.50	\$ 8.50	\$ 9.00
GARBAGE EVERY OTHER WEEK MONTHLY RATES				
1 can (35 gal)	\$ 3.35	\$ 3.35	\$ 4.01	\$ 4.01
2 can (65 gal)	\$ 5.50	\$ 5.50	\$ 6.72	\$ 6.72
3 can (95 gal)	\$ 7.64	\$ 7.64	\$ 9.31	\$ 9.31
Drive up service every other week fee	\$ 5.75	\$ 5.75	\$ 6.00	\$ 6.00
GARBAGE EVERY OTHER WEEK MONTHLY TAX (18.75 to 25.25% April 1, 2019)				
1 can (35 gal)	\$ 0.63	\$ 0.63	\$ 0.75	\$ 1.01
2 can (65 gal)	\$ 1.03	\$ 1.03	\$ 1.26	\$ 1.70
3 can (95 gal)	\$ 1.44	\$ 1.44	\$ 1.75	\$ 2.35
Drive up service every other week fee	\$ 1.08	\$ 1.08	\$ 1.13	\$ 1.52



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.g.
TITLE: Adopt Resolution 12-2019 Approving Amended Post-Issuance Debt Compliance Policy and Procedures for Tax-exempt and Tax-advantaged Governmental Bonds	
PROPOSED MOTION: To Adopt Resolution 12-2019	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached resolution.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

The City of Wayzata has had a Post-Issuance Tax Compliance Policy and Procedures document in place in accordance with IRS regulations. As of February 27, 2019 the Security and Exchange Commission (SEC) adopted amendments to enhance transparency in the municipal securities market. Due to this amendment, the City of Wayzata was required to update their Post-Issuance Tax Compliance Policy and Procedures documents to be in compliance.

ATTACHMENTS:

1. Draft Post-Issuance Debt Compliance Resolution
2. Draft Post-Issuance Debt Compliance Policy
3. Draft Post-Issuance Debt Compliance Procedures

City of Wayzata, Minnesota

Resolution #12-2019

Adopting Post-Issuance Debt Compliance Policy for Tax-exempt and Tax-advantaged Governmental Bonds

WHEREAS, the City of Wayzata, Minnesota (the “City”) from time to time will issue tax-exempt and tax-advantaged governmental bonds; and

WHEREAS, under the Internal Revenue Code of 1986, as amended and related regulations (the “Code”), and Securities and Exchange Commission (the “SEC”) the City is required to take certain actions after bond issuance to ensure that interest on those bonds remains in compliance with the Code and SEC; and

WHEREAS, the City has determined to adopt a policy regarding how the City will carry out its compliance responsibilities via written procedures, and to that end, has caused to be prepared documents titled Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures; and

WHEREAS, The City Council (the “Council”) of the City has reviewed the Post-Issuance Debt Compliance Policy in connection with the Post-Issuance Debt Compliance Procedures and has determined that it is in the best interest of the City to adopt the Policy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WAYZATA, MINNESOTA; the Council approves the Policy as shown in the form attached; and

BE IT FURTHER RESOLVED; the City staff is authorized to take all actions necessary to carry out the Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures.

Adopted by the City of Wayzata, Minnesota this_____day of_____.

ATTEST:

City of Wayzata, Minnesota Post-Issuance Debt Compliance Policy

The City Council (the “Council”) of the City of Wayzata, Minnesota (the City”) has chosen, by policy, to take steps to help ensure that all obligations will be in compliance with all applicable federal regulations. This policy may be amended, as necessary, in the future.

IRS Background

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (the “Code”) and regulations promulgated thereunder (“Treasury Regulations”) governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various “Tax Credit” Bonds). The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

SEC Background

The Securities and Exchange Commission (SEC) is responsible for enforcing compliance with the SEC Rule 15c2-12 (the “Rule”). Governments or governmental entities issuing obligations generally have a requirement to meet specific continuing disclosure standards set forth in continuing disclosure agreements (“CDA”). Unless the issuer, obligated person, or a specific obligation is exempt from compliance with CDAs, these agreements are entered into at the time of obligation issuance to enable underwriter(s) to comply with the Rule. The Rule sets forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offerings of municipal securities, (ii) underwriters to obtain CDAs from issuers and other obligated persons to provide material event disclosure and annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities transactions in the secondary market. The SEC encourages issuers and beneficiaries adopt and implement a post-issuance debt compliance policy and procedures to safeguard against Rule violations.

When obligations are issued, the CDA commits the issuer or obligated person to provide certain annual financial information and material event notices to the public. Issuers and other obligated persons may also choose to provide periodic, voluntary financial information and filings to investors in addition to fulfilling the specific responsibilities delineated in their CDA. It is important to note that issuers and other obligated persons should not give any one investor certain information that is not readily available to all market participants by disseminating information to the marketplace, at large. Issuers and other obligated persons should be aware that any disclosure activities determined to be “communicating to the market” can be subject to regulatory scrutiny.

Post-Issuance Debt Compliance Policy Objective

The City desires to monitor these obligations to ensure compliance with the IRS Code, Treasury Regulations and the SEC Rule. To help ensure compliance, the City has developed the following policy (the “Post-Issuance Debt Compliance Policy”). The Post-

Issuance Debt Compliance Policy shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

Post-Issuance Debt Compliance Policy

The City Manager of the City is designated as the City's agent who is responsible for post-issuance compliance of these obligations.

The City Manager shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the "Post-Issuance Debt Compliance Procedures"). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General Post-Issuance Compliance
2. General Recordkeeping
3. Arbitrage Yield Restriction and Rebate Recordkeeping
4. Expenditure and Asset Documentation to be Assembled and Retained
5. Miscellaneous Documentation to be Assembled and Retained
6. Additional Undertakings and Activities that Support Sections 1 through 5 above
7. Continuing Disclosure Obligations
8. Compliance with Future Requirements

The City Manager shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the City Manager will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

The City Manager or any other individuals responsible for assisting the City Manager in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the City may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the City Manager shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

Private Activity Bonds

The City may issue tax-exempt obligations that are "private activity" bonds because either (1) the bonds finance a facility that is owned by the City but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called "conduit bonds", where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the City Manager shall take steps necessary to ensure that

such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the City Manager may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the City under federal law. In a case where the City Manager is concerned about the compliance ability of a private party, the City Manager may require that a trustee or other independent third party be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

The City Manager is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the City is in compliance with this Post-Issuance Debt Compliance Policy.

Adopted this date by the City of Wayzata, Minnesota

City of Wayzata, Minnesota Post-Issuance Debt Compliance Procedures

The City Council (the “City Council”) of the City of Wayzata, Minnesota (the “City”) has adopted the attached Post-Issuance Debt Compliance Policy dated [REDACTED]. The Post-Issuance Debt Compliance Policy applies to qualifying debt obligations issued by the City. As directed by the adoption of the Post-Issuance Debt Compliance Policy, the Finance Department of the City will perform the following Post-Issuance Debt Compliance Procedures for all of the City’s outstanding debt as directed by the City Manager.

1) General Post-Issuance Compliance

- a) Ensure written procedures and/or guidelines have been put in place for individuals to follow when more than one person is responsible for ensuring compliance with Post-Issuance Debt Compliance Procedures.
- b) Ensure training and/or educational resources for post-issuance compliance have been approved and obtained.
- c) The Finance Department understands that there are options for voluntarily correcting failures to comply with post-issuance compliance requirements (e.g. as remedial actions under Section 1.141-12 of the Treasury Regulations and the ability to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31(the “VCAP Program”)).

2) General Recordkeeping

- a) Retain records and documents for the obligation and all obligations issued to refund the obligation for a period of at least seven years following the final payment of the obligation. If an obligation is refunded, then the final payment of the refunding obligation becomes the beginning of the period unless otherwise directed by the City’s bond counsel.
- b) Retain electronic (preferred) and/or paper versions of records and documents for the obligation.
- c) General records and documentation to be assembled and retained:
 - i) Description of the purpose of the obligation (i.e. the project or projects) and the state statute authorizing the project.
 - ii) Record of tax-exempt status or revocation of tax-exempt status, if applicable.
 - iii) Any correspondence between the City and the IRS.
 - iv) Audited financial statements.
 - v) All accounting audits of property financed by the obligation.
 - vi) Obligation transcripts, official statements, and other offering documents of the obligation.
 - vii) Minutes and resolutions authorizing the issuance of the obligation.
 - viii) Certifications of the issue price of the obligation.

- ix) Any formal elections for the obligation (i.e. an election to employ an accounting methodology other than the specific tracing method).
- x) Appraisals, demand surveys, or feasibility studies for property financed by the obligation.
- xi) All information reports filed for the obligations.
- xii) All management contracts and other service agreements, research contracts, and naming rights contracts.
- xiii) Documents related to governmental grants associated with construction, renovation or purchase of property financed by the obligation.
- xiv) Reports of any prior IRS examinations of the City or the City's obligation.
- xv) All correspondence related to the above (faxes, emails, or letters).

3) Arbitrage Yield Restriction and Rebate Recordkeeping

- a) Investment and arbitrage documentation to be assembled and retained:
 - i) An accounting of all deposits, expenditures, interest income and asset balances associated with each fund established in connection with the obligation. This includes an accounting of all monies deposited to the debt service fund to make debt service payments on the obligation, regardless of the source derived. Accounting for expenditures and assets is described in further detail in Section 4.
 - ii) Statements prepared by Trustee and/or Investment Provider.
 - iii) Documentation of at least quarterly allocations of investments and investment earnings to each obligation.
 - iv) Documentation for investments made with obligation proceeds such as:
 - (1) investment contracts (i.e. guaranteed investment contracts),
 - (2) credit enhancement transactions (i.e. obligation insurance contracts),
 - (3) financial derivatives (e.g. swaps, caps, and collars), and
 - (4) bidding of financial products:
 - (a) Investments acquired with obligation proceeds are purchased at fair market value (e.g. three bid safe harbor rule for open market securities needed in advance refunding escrows).
- b) Computations of the arbitrage yield.
- c) Computations of yield restriction and rebate amounts including but not limited to:
 - i) Compliance in meeting the "Temporary Period from Yield Restriction Exception" and limiting the investment of funds after the temporary period expires.
 - ii) Compliance in meeting the "Rebate Exception."
 - (1) qualifying for the "Small Issuer Exception,"
 - (2) qualifying for a "Spending Exception,"
 - (a) 6-Month Spending Exception
 - (b) 18-Month Spending Exception
 - (c) 24-Month Spending Exception
 - (3) qualifying for the "Bona Fide Debt Service Fund Exception," and

- (4) quantifying arbitrage on all funds established in connection with the obligation in lieu of satisfying arbitrage exceptions including reserve funds and debt service funds.
 - d) Computations of yield restriction and rebate payments.
 - e) Timely Tax Form 8038-T filing, if applicable.
 - i) Remit any arbitrage liability associated with the obligation to the IRS at each five-year anniversary date of the obligation, and the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 60 days of said date.
 - f) Timely Tax Form 8038-R filing, if applicable.
 - i) Remit the form after the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 2 years of said date.
 - g) Procedures or guidelines for monitoring instances where compliance with applicable yield restriction requirements depends on subsequent reinvestment of obligation proceeds in lower yielding investments (e.g. reinvestment in zero coupon SLGS).
- 4) Expenditure and Asset Documentation to be Assembled and Retained
- a) Documentation of allocations of obligation proceeds to expenditures (e.g. allocation of proceeds to expenditures for the construction, renovation or purchase of facilities owned and used in the performance of exempt purposes).
 - i) Such allocation will be done not later than the earlier of:
 - (1) eighteen (18) months after the later of the date the expenditure is paid, or the date the project, if any, that is financed by the obligation is placed in service; or
 - (2) the date sixty (60) days after the earlier of the fifth anniversary of the issue date of the obligation, or the date sixty (60) days after the retirement of the obligation.
 - b) Documentation of allocations of obligation proceeds to issuance costs.
 - c) Copies of requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to obligation proceed expenditures during the construction period.
 - d) Copies of all contracts entered into for the construction, renovation or purchase of facilities financed with obligation proceeds.
 - e) Records of expenditure reimbursements incurred prior to issuing obligations for projects financed with obligation proceeds (declaration of official intent/reimbursement resolutions including all modifications).
 - f) List of all facilities and equipment financed with obligation proceeds.
 - g) Depreciation schedules for depreciable property financed with obligation proceeds.

- h) Documentation that tracks the purchase and sale of assets financed with obligation proceeds.
- i) Documentation of timely payment of principal and interest payments on the obligation.
- j) Tracking of all issue proceeds and the transfer of proceeds into the debt service fund as appropriate.
- k) Documentation that excess earnings from a Reserve Fund are transferred to the Debt Service Fund on an annual basis. Excess earnings are balances in a Reserve Fund that exceed the Reserve Fund requirement.

5) Miscellaneous Documentation to be Assembled and Retained

- a) Ensure that the project, while the obligation is outstanding, will avoid IRS private activity concerns.
- b) The Finance Department shall monitor the use of all obligation-financed facilities in order to:
 - i) Determine whether private business uses of obligation-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of:
 - (1) sale of the facilities;
 - (2) sale of City capacity rights;
 - (3) leases and subleases of facilities including easements or use arrangements for areas outside the four walls (e.g. hosting of cell phone towers);
 - (4) leasehold improvement contracts, licenses, management contracts in which the City authorizes a third party to operate a facility (e.g. cafeteria);
 - (5) research contracts;
 - (6) preference arrangements in which the City permits a third-party preference (e.g. parking in a public parking lot, joint ventures, limited liability companies or partnership arrangements);
 - (7) output contracts or other contracts for use of utility facilities including contracts with large utility users;
 - (8) development agreements which provide for guaranteed payments or property values from a developer;
 - (9) grants or loans made to private entities including special assessment agreements;
 - (10) naming rights agreements; and
 - (11) any other arrangements that provide special legal entitlements to nongovernmental persons.
 - ii) Determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such obligation-financed facilities.

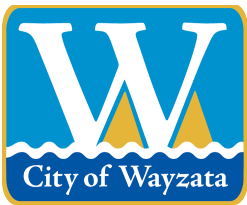
- c) The Finance Department shall provide training and educational resources to any City staff that have the primary responsibility for the operation, maintenance, or inspection of obligation-financed facilities with regard to the limitations on the private business use of obligation-financed facilities and as to the limitations on the private security or payments with respect to obligation-financed facilities.
 - d) The City shall undertake the following with respect to the obligations:
 - i) An annual review of the books and records maintained by the City with respect to such obligations.
 - ii) An annual physical inspection of the facilities financed with the proceeds of such obligations, conducted by the Finance Department with the assistance of any City staff who have the primary responsibility for the operation, maintenance, or inspection of such obligation-financed facilities.
 - e) Changes in the project that impact the terms or commitments of the obligation are properly documented and necessary certificates or opinions are on file.
- 6) Additional Undertakings and Activities that Support Sections 1 through 5 above:
- a) The Finance Department will notify the City's bond counsel, financial advisor and arbitrage provider of any survey or inquiry by the IRS immediately upon receipt. Usually responses to IRS inquiries are due within 21 days of receipt. Such IRS responses require the review of the above-mentioned data and must be in writing. As much time as possible is helpful in preparing the response.
 - b) The Finance Department will consult with the City's bond counsel, financial advisor and arbitrage provider before engaging in post-issuance credit enhancement transactions (e.g. obligation insurance, letter of credit, or hedging transaction).
 - c) The Finance Department will monitor all "qualified tax-exempt debt obligations" (often referred to as "bank qualified" obligations) within the first calendar year to determine if the limit is exceeded, and if exceeded, will address accordingly. For obligations issued during years 2009 and 2010 the limit was \$30,000,000. During this period, the limit also applied to pooled financings of the governing body and provides a separate \$30,000,000 for each 501 (c)(3) conduit borrower. In 2011 and thereafter it is \$10,000,000 unless changed by Congress.
 - d) Identify any post-issuance change to terms of obligations which could be treated as a current refunding of "old" obligations by "new" obligations, often referred to as a "reissuance."
 - e) The Finance Department will consult with the City's bond counsel prior to any sale, transfer, change in use or change in users of obligation-financed property which may require "remedial action" under applicable Treasury Regulations or resolution pursuant to the VCAP Program.

- i) A remedial action has the effect of curing a deliberate action taken by the City which results in satisfaction of the private business test or private loan test. Remedial actions under Section 1.141-12(d)(e) and (f) include the redemption of non-qualified obligations and/or the alternative uses of proceeds or the facility (i.e. to be used for another qualified purpose).
- f) The Finance Department will ensure that the appropriate tax form for federal subsidy payments is prepared and filed in a timely fashion for applicable obligations (e.g. Build America Bonds).

7) Continuing Disclosure Obligations

- a) Identify a position at the City to be responsible for compliance with continuing disclosure obligations as defined by the Rule and any policies of the City.
- b) The position responsible for compliance may have the ability to assign responsibilities, delegate where appropriate or engage a dissemination agent or third-party service providers to perform all or some of the duties described in this section. The City cannot delegate its compliance responsibilities.
- c) The City should specify how providers or delegated authorities will be monitored and supervised.
- d) The City should identify the documents that set forth the respective requirements being monitored at the time of closing for each obligation.
- e) The City should catalog all outstanding Continuing Disclosure Agreements and establish consolidated filing requirements based on the outstanding CDAs.
- f) The City should identify the frequency of the actions to be undertaken to ensure compliance, establish a system of filing alerts or reminders to administer the filing requirements.
- g) The Finance Department for compliance must be made aware of any new outstanding debt, changes to obligation or loan covenants, events of acceleration or default that would materially affect investors.
- h) The City should review a compliance checklist to verify compliance with CDA requirements, at least annually, although it may be advisable to provide more frequent reviews in connection to specific material events.
- i) The City should monitor mandatory material events specifically identified in accordance with the Rule and file required notices within 10 days of occurrence.
 - i) Principal and interest payment delinquencies.
 - ii) Non-payment related defaults, if material.
 - iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - v) Substitution of credit or liquidity providers or their failure to perform.

- vi) Adverse tax opinion, IRS notices or material events affecting the tax status of the obligation.
 - vii) Modifications to rights of security holders, if material.
 - viii) Obligation calls, if material.
 - ix) Defeasances.
 - x) Release, substitution or sale of property securing repayment of the obligations, if material.
 - xi) Rating Changes.
 - xii) Bankruptcy, insolvency, receivership, or similar event of the obligated person(s).
 - xiii) Merger, consolidation, or acquisition of the obligated person, if material.
 - xiv) Appointment of a successor or additional trustee, or change of name of a trustee, if material.
 - xv) Incurrence of financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.
 - xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City, any of which reflect financial difficulties.
- j) In addition to the mandatory material events, the City should review and file any additional or voluntary event notices.
 - k) The City should maintain a catalog of all outstanding obligations whether publicly offered or privately placed, and the terms and conditions that govern default or acceleration provisions.
 - l) Any missed filing requirement should be remedied with a failure to file notice as soon as possible once the late filing is identified and the required information is available to file.
 - m) Sensitive information such as bank accounts and wire information should be redacted from documents prior to posting on EMMA.
 - n) The City needs to monitor for changes in law and regulations that effect continuing disclosure obligations and review disclosure policies and procedures periodically to ensure compliance and consistency with regulation and market expectations.
- 8) Compliance with Future Requirements
- a) Take measures to comply with any future requirements issued beyond the date of these Post-Issuance Debt Compliance Procedures which are essential to ensuring compliance with the applicable state and federal regulations.



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 7.h.
TITLE: Approve Proposal and Authorize Professional Services Contract with Stantec for Design of Parking Lot at 235-275 Lake Street East	
PROPOSED MOTION: To Approve the Proposal and Authorize the Contract with Stantec for Design of Parking Lot at 235-275 Lake Street East	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the proposal and authorization of work under the City's existing Master Services Agreement with Stantec for the design of a parking lot at 235-275 Lake Street East.

FINANCIAL OR BUDGET CONSIDERATION:

All parking lot related costs (soft and future capital costs) will be paid out of a combination of Tax Increment Financing District #6 revenues and the City's Downtown Public Parking Fund. There will be no impacts to the General Fund Budget.

BACKGROUND:

The purpose of this project is to provide combined parking to meet the demands of the 235-275 Lake Street East parcels and the immediate area.

In accordance with the City of Wayzata Ordinance, office buildings and professional offices must provide three spaces for each 1,000 square (sq.) foot (ft.) of floor area.

The proposed office building at 235 Lake Street East consists of 37,879 sq. ft. of gross floor area (subtracting the parking level), which requires 102 parking spaces. The proposed building includes 29 enclosed parking spaces within the underground garage, the remaining required parking of 74 stalls will be provided on-site from surface parking. 275 Lake Street East (Wayzata Blu) has on-site parking to meet the City requirements but are under contract to provide 85 parking stalls for the Boat Works, LLC property located directly south across Lake Street East (Figure 3). 253 Lake Street East (Ventana Condos) will meet its parking requirements with underground parking, so no surface parking will be required.

A major goal of this redevelopment area is to increase public parking. Except for a public parking lot with 50 stalls across the street at the Wayzata beach, most of the public parking is over 3 blocks away from the area, thus limiting its use for this portion of downtown Wayzata (Figure 6 of attached application). This parking area will provide 27 stalls of public parking for the area businesses at all times and additional parking during off-peak times.

The City will need to take the lead and design the parking lot so the neighboring development can finalize plans around it. Stantec would provide the following services for design of the proposed parking lot: Soil borings, verification of survey, design of stormwater management, lighting, permitting through MCWD and USACOE, and construction staking.

ATTACHMENTS:

1. Stantec Proposal for Design Services
2. Braun Sub-proposal for Soil Boring Services
3. Stantec Master Services Agreement



February 18, 2019
File: 193885203

Attention: Mike Kelly
City Engineer/Director of Public Works
City of Wayzata
299 Wayzata Blvd. West
Wayzata, MN 55391

Reference: City of Wayzata Lake Street and Barry Avenue Parking

Dear Mike,

Thanks Mike for the opportunity to help out on the Lake Street and Barry Avenue parking lot. We are pleased to present our engineering services to get the project constructed. It is our understanding that the first three lots along Lake Street are in the process of redevelopment and that the City has been working with the developers to come up with a master parking lot behind all three buildings as shown in the exhibit in your January 24, 2019 email. This letter presents Stantec's proposal for engineering services based on the task list detailed below.

We will focus on providing our engineering services as requested in your email of January 24, 2019.

WAYZATA LAKE STREET AND BARRY AVENUE PARKING LOT

1. PROJECT INITIATION/MANAGEMENT

- a. We had a good discussion in our recent meeting but have budgeted for a kickoff meeting if you'd like to go over what info you are able to provide from the developers such as their proposed grading plans, borings and topographic survey info.

2. DATA COLLECTION

- a. Various data will be needed for the project. This could include (electronic data preferred):
 - i. CAD files for the proposed parking lot layout.
 - ii. Approved site plans for the three new proposed buildings
 - iii. Any soil boring information obtained by the three developers
 - iv. Developers proposed storm sewer systems planned for their buildings
 - v. Any information on the proposed underground parking elevation being proposed for the new buildings and planed access road grades planed up next to the buildings.

3. SOIL BORINGS FOR THE PARKING LOT

- a. We will provide a proposal from Braun to perform soil borings for the site(both standard penetration test and cone penetration test soundings) . We currently estimate there will be 12 test borings necessary for the parking lot design. These borings will help establish the water table for the storm water management portion of the project. They will also assist in the helping to estimate poor soils that may be encountered on the site and provide a recommendation for the strength of the soils to assist in the selection of a design section for the parking lot surface.



Reference: City of Wayzata Lake Street and Barry Avenue Parking

- b. The proposed boring proposal estimates completing one deep boring to provide for preliminary soil information for a future ramp.

4. ADDITIONAL TOPOGRAPHIC SURVEY

- a. We will complete a topographic survey of the area of the proposed parking lot area. We will include enough of the creek along the west side to ensure that the storm water in the area has sufficient ability to be discharged.

5. STORMWATER MANAGEMENT

- a. We propose to summarize our hydrologic analysis and recommend storm sewer and BMP design in a stormwater management report. This will include mapping, modeling, and analysis illustrating the MCWD's design standards are met for rate control, stormwater quality, and stormwater abstraction. The report will be submitted to the City and MCWD for review and comment. It will also be included with the MCWD permit application. Specific work tasks include:
 - i. Review current stormwater requirements for the site.
 - ii. Perform hydrologic/hydraulic modeling and water quality modeling to design stormwater facilities that meet MCWD design standards.
 - iii. Lay out a surface water system including storm sewer and BMPs consistent with MCWD standards.
 - iv. Prepare a stormwater management plan summarizing the modeling and design, for submittal to the City and MCWD for review and approval. Update the design as needed based on review comments.
- b. It is our understanding that this parking lot may be constructed in phases. We will lay out the stormwater improvements so that they can be phased in.

6. LIGHTING

- a. The scope of the electrical work will include the following:
 - i. Parking lot lighting design (assume approximately 7 light poles designed as a single parking lot and installed in 3 separate phases)
 - ii. Assume new electrical service just for parking lot lighting. The parking lot lighting will not be fed from another building. New Utility feed to the new service cabinet.
 - iii. Assume the lighting is controlled by photocell from dusk to dawn. Lighting controls will be located in the new service cabinet. The new service cabinet will be the MnDOT standard street lighting service cabinet.
 - iv. Assume the light levels will meet IES recommended levels.



Reference: City of Wayzata Lake Street and Barry Avenue Parking

- v. Assume will include electrical design for parking lot lighting and related electrical service including the voltage drop.
 - vi. Drawings and Specifications will be provided.
 - vii. LED lighting will be used, and no study of alternative lighting types will be conducted.
 - b. The following scope of work is not included but could be for additional services.
 - i. Power for irrigation
 - ii. Up lighting or receptacles for trees or other plantings.
 - iii. Electrical design for the buildings.
 - iv. Electrical services from the building to the new service cabinet.
 - v. Other site lighting features.
 - vi. Construction inspection assistance
- 7. PARKING LOT DESIGN/PLAN AND SPECIFICATIONS
 - a. Create plans and specifications for the construction of the proposed parking lot as layout in your preliminary design.
 - b. Coordinate grades to be compatible with the proposed buildings.
 - c. Create site design so that it can be constructed in phases.
 - d. Coordinate with the soil borings to determine poor soil removal and wetland impacts.
- 8. USACOE PERMIT
 - a. A permit has already been submitted. We will continue to monitor and answer any questions that may be raised by the agency.
 - b. If construction methods require temporary impacts outside the permitted footprint of wetland impacts an amendment will need to be completed for the permit. We will be happy to negotiate a price for this if and when this occurs.
- 9. MINNEHAHA CREEK WATERSHED DISTRICT (MCWD) PERMITS
 - a. We will address the Minnehaha Creek Watershed District permit requirements for their Stormwater (see Task 5 above), Erosion Control, Floodplain and Wetland Protection Rules.
 - b. We will create exhibits to go along with the design drawings to meet the submittal requirements for these rules.
 - c. During the Wetland Conservation Act review process, the MCWD and WCA TEP members indicated a desire to get a vegetative management plan for the wetland and upland that remains within the lot. This will likely be a requirement of the Wetland Protection Rule to get approval.



Reference: City of Wayzata Lake Street and Barry Avenue Parking

We have included development of the vegetative management plan as part of this scope of services.

- d. We have reviewed the DNR protected waters map for the parking lot project and there are no protected waters with the potential impact of the project. If a flood plain truly becomes an issue we would be happy to provide you a price once more information is brought forward on the subject to collect enough information to submit to the agencies.

10. CONSTRUCTION STAKING

- a. We are anticipating that construction staking will be necessary for the curb and gutter, storm sewer and some preliminary grading/blue top stakes for the surface parking area. We have provided an estimate for staking the entire lot as one project. Since it is unknown at this time just what size the first phases will be, we have provided an estimate for doing the entire lot at once. When it is known just what size the first phase will be, we would be happy to provide a more up to date estimate at that time.

COMPENSATION AND SCHEDULE

Stantec proposes to provide the City of Wayzata with professional engineering services required to provide the services described herein regarding the Lake Street and Barry Avenue Parking lot improvements. Upon receiving authorization to proceed with the project, Stantec will set up a kickoff meeting (if desired) and commence data collection, schedule the soil boring, and topo surveys. It is our understanding that is desired to have the first phase of the parking lot ready for construction this spring. The second phase may not begin until all permits are obtained and that is anticipated no earlier than July.

Stantec will provide services on an hourly basis and estimates the level of effort required to be \$79,045 in accordance with the above work plan. Reimbursable expenses are included in this proposed figure. Stantec will not exceed the hourly amount without further authorization from you.

A break out of our estimated effort is as follows:

Soil Borings (Braun)	\$13,645
Preliminary Survey	\$6700
Stormwater Management	\$12,500
Lighting	\$7400
Plan and Specifications	\$18,700
USACOE	\$500
MCWD	\$6800
Construction staking (entire lot)	\$12,800



February 18, 2019
Mike Kelly
Page 5 of 5

Reference: City of Wayzata Lake Street and Barry Avenue Parking

This letter represents the understanding between the City and Stantec in respect to the Project and may only be modified in writing signed by both of us and is subject to the current Master Services Agreement between the City of Wayzata and Stantec.

If this letter satisfactorily sets forth the conditions of our Agreement, please sign in the space below and return one copy to our office. We very much appreciate the opportunity to provide these services.

Please contact me if you have any specific questions; Ken Anderson at 612-712-2007.

City of Wayzata

Kenneth P. Anderson, PE
Principal

By

Print Name and Title

Date

February 13, 2019

Proposal QTB093893

Eric Lembke, PE
Stantec Consulting Services, Inc.
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402

Re: Proposal for a Geotechnical Evaluation
Proposed Parking Lot-Future Parking Ramp
Lake Street East and Barry Avenue
Wayzata, Minnesota

Dear Mr. Lembke:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed parking lot at the referenced site.

Our Understanding of Project

Per our conversation with you, we understand the project will include construction of a new parking lot for a commercial development currently under construction at the intersection of Lake Street East and Barry Avenue. We understand the parking lot will be constructed as a paved surface lot, with future considerations to construct a new two- to three-level above grade parking ramp on the site. The site is currently an undeveloped lowland/pond area with areas of standing water. Soft, compressible soils are expected to be encountered which may require excavation to support the proposed construction.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the proposed parking lot, and to provide preliminary soil information for the future parking ramp. Our soil boring program will attempt to profile an excavation bottom to be used by the design team as part of their project plan preparation.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Environmental Well Notification

This proposal contains provisions for characterizing subsurface conditions to depths of 15 feet or deeper. Auger borings, cores and cone penetration test soundings advanced to such depths, whether instrumented for monitoring or not, are considered environmental wells by the Minnesota Department of Health (MDH), and need to be made known as such to the MDH *before they are completed*. This requires that applicable MDH notification forms be signed by the well owner, or representative/agent, and returned to us. *Braun Intertec cannot mobilize equipment and crews until an MDH notification form has been signed and submitted.* An MDH notification form is attached for this purpose.

The MDH notification fees that accompany Environmental Well sealing may include site, individual well, well combination, and maintenance fees based on the depths and purpose of the “wells.” The fees applicable to this project are included in our cost.

Site Access, Staking and Utility Clearance

Drilling services will be performed by Braun Intertec Drilling, LLC, a subsidiary of Braun Intertec Corporation. Based on a review of aerial photographs of the site and the close proximity of the wetlands to the north, we propose to use a track-mounted all-terrain vehicle drill rig.

Tree clearing, debris or obstruction removal, grading of navigable paths, and snow plowing are not included in our scope of services. We understand the southern portion of this site is an active construction site, and as such, boring locations may need to be modified due to the construction taking place. We also understand that disturbance to the existing landscape and damage to the small trees and brush on the site is acceptable. If this assumption is incorrect, please contact us prior to drill rig mobilization.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill four standard penetration test borings for the parking lot, extending them to nominal depths of 20 feet below grade or until the anticipated swamp deposits are penetrated. We will drill one of the borings for preliminary soil information for the future ramp, extending it to a depth of 80 feet below existing site grades. Standard penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Cone Penetration Test Soundings

In addition to the standard penetration test borings, we propose to perform cone penetration test (CPT) soundings at seven of the proposed locations in lieu of SPT borings. The soundings will be advanced to an approximate depth of 20 feet, or through the anticipated swamp deposits and into mineral soils. One sounding will be advanced to a depth of 80 feet as a preliminary investigation for future ramp construction.

CPT soundings are performed by advancing an instrumented probe with a cone tip through the subsurface; tip resistance (Q_t), sleeve friction (F_s) and pore pressure (U_2) are measured continuously as the probe is advanced. This information is particularly valuable where potentially weak and/or compressible soils are exposed to heavy and/or concentrated loads. CPT soundings can also be performed more expediently than standard penetration test borings; CPT soundings, however, do not produce samples for classification purposes – soil type is inferred based on behavior during cone penetration (which is why they are being proposed in conjunction with standard penetration test borings).

Borehole /Sounding Abandonment

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed. Based on our proposed subsurface characterization depths, we will seal 360 linear feet of borings with grout and prepare associated sealing records which must also be submitted to the MDH.

Fees associated with the sealing are included in our lump sum cost.

Sealing with grout as directed by the MDH will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless otherwise directed, we intend to thin-spread the cuttings around the boreholes. Off-site disposal of the cuttings can be performed as needed.

Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled. Braun Intertec is not assuming responsibility for re-leveling subsequent to initial backfilling long term.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform moisture content tests, organic content tests, mechanical analyses (through a #200 sieve only), and Atterberg limits tests.

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings and soundings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact parking lot design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing pavement subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for the design of pavement sections.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Cost

We will furnish the services described in this proposal for a lump sum fee of **\$13,645**.

Table 1. Proposed Fees

Activity	Fee
Site Layout – Staking – Utility Clearance – CADD	\$ 740
SPT and CPT Drilling Services	8,870
Geotechnical Laboratory Testing	1,175
Evaluation/Analysis/Reporting	2,860
Total	\$13,645

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately two to four weeks of written authorization; the field exploration will take about two days to complete. This includes one day for the SPT drilling and one day for the CPT drilling. Of note, these services will likely not occur on the same day. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by approximately two weeks after the completion of fieldwork.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

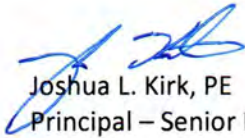
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kevin Zalec at 952.995.2223 (kzalec@braunintertec.com) or Josh Kirk at 952.995.2222 (jkirk@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Kevin S. Zalec, PE
Project Engineer



Joshua L. Kirk, PE
Principal – Senior Engineer

Attachments:
MDH Notification Form
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

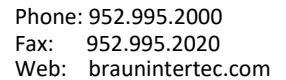
Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

000623-11000-0
193800597
LTB



Stantec

Stantec Consulting Services Inc.
2335 Highway 36 West
St. Paul MN 55113
Tel: (651) 636-4600
Fax: (651) 636-1311

Bonestroo

October 25, 2011

City of Wayzata
Mike Kelly
299 Wayzata Boulevard W
Wayzata, MN 55391

Reference: Master Services Agreement

Dear Mike:

On September 2, 2011, Bonestroo, Inc. ("**Bonestroo**") joined Stantec Consulting Services Inc., ("**Stantec**") with the result that Bonestroo operations will be carried on through Stantec. Stantec will maintain Bonestroo's present office locations with no interruption in operations or client services. All future projects and operations will be under the Stantec name.

Stantec's vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, **we request your approval to assign all existing contracts in the name of Bonestroo to Stantec.** Kindly indicate your consent to the request for assignment by returning a duplicate copy of this letter, executed on behalf of City of Wayzata to Ken Anderson.

Sincerely,

BONESTROO, INC.

A handwritten signature in black ink, reading "Michael T. Rautmann".

Michael T. Rautmann
Principal

The undersigned hereby consents to the assignment of the Contract noted above to Stantec Consulting Services Inc. effective September 2, 2011.

City of Wayzata

A handwritten signature in black ink, appearing to be "Mark Jensen".

Signed Agreement
TCB

SCANNED

DOT
8/2/06

June 28, 2006

City of Wayzata
600 Rice St E
Wayzata MN 55391-1734

000623-06000-0

Attn: Mr. Allan Orsen, City Manager

Dear Mr. Orsen,

We very much appreciate your interest in our consulting services. We understand that, from time to time, the City of Wayzata has need for various professional technical services in such disciplines as engineering, land surveying, architecture, landscape architecture, and the environmental sciences. Both the City and our firm desire to set up a process by which our firm may easily be engaged to provide services on an as-needed basis. We therefore offer to enter into an agreement describing the general terms and conditions applying to all projects for which we may provide services to the City. This letter, when signed, will become an Agreement between the City of Wayzata ("City") and Bonestroo, Rosene, Anderlik & Associates, Inc. ("Consultant").

Activation of Consultant's Services

City may contact Consultant by phone, fax, email or letter, requesting Consultant's assistance. Consultant will promptly respond with a "Proposal" in writing by letter, fax or email, outlining:

- Its understanding of the "Project,"
- The Basic Services to be provided,
- Supplemental Services which the City may authorize, and
- Consultant's proposed compensation.

Consultant will not proceed with such services unless and until City confirms its acceptance of Consultant's Proposal in writing by email, fax or signature of Consultant's Proposal. Unless stated otherwise in City's written acceptance, this Agreement will be incorporated by reference into each Proposal accepted by City.

Consultant's Proposal may be signed by Kenneth P. Anderson or David O. Loskota.

Standard Terms and Conditions

The Standard Terms and Conditions attached as Appendix A are incorporated in this Agreement.

Please return a signed copy of this document to Ken Anderson of our firm to activate this Agreement. Thank you again for the opportunity to work with you and the City. If you have any questions, please feel welcome to call Ken at 651-604-4826.

Mr. Allan Orsen
Wayzata, MN

June 28, 2006
Page 2

Sincerely,

BONESTROO, ROSENE, ANDERLIK &
ASSOCIATES, INC.

By 
David O. Loskota, Contracts Officer

Date 6/28/06

ACCEPTED BY CITY:
CITY OF WAYZATA, MN

By 
Andrew Humphrey, Mayor

Date _____

And by 
Allan Orsen, Manager

Date 7-17-06

Appendix A

Standard Terms and Conditions

SECTION 1. CONSULTANT'S SERVICES

Consultant shall act as the City's agent only as provided for within this Agreement.

SECTION 2. THE CITY'S RESPONSIBILITIES

The City shall:

- 1) Provide full information as to its requirements for the Project.
- 2) Furnish to the Consultant, prior to any performance by the Consultant under this Agreement, a copy of any planning, design and construction standards which the City shall require the Consultant to follow in the conduct of its services for the Project.
- 3) Place at Consultant's disposal all available written data in the possession of or readily available to the City and pertinent to the Project, including existing reports, plats, surveys, contour mapping, utility mapping, record plans, wetlands, land-use, and zoning maps, borings and other data useful to the Consultant in the performance of its services.
- 4) Acquire all land, easements, and rights-of-way and provide for land surveys and the preparation of legal descriptions and exhibits, certificates or plats, as may be necessary for the Project.
- 5) Provide access to the Project site and make all provisions for the Consultant to enter upon public and private lands as required by the Consultant to perform its services.
- 6) Examine all studies, reports, sketches, Opinions of Probable Construction Costs, specifications, drawings, proposals and other documents presented by the Consultant and promptly render the City's decisions pertaining to each of such documents.
- 7) Designate a single person to act as the City's Representative with respect to the Consultant's services. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to services covered by this Agreement, subject to City's governing body approval when required by law.
- 8) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Project or any development that affects the scope or timing of the Consultant's services.
- 9) Furnish, or instruct the Consultant to provide at the City's expense, necessary "Supplemental Services" as may be provided for in this Agreement, or other services as they may be required.
- 10) Furnish to the Consultant, as required by the Consultant for performance of its services, information or consultations not covered in the Consultant's Basic Services, such as core borings, probings and subsurface explorations; hydrographic surveys, laboratory tests and

inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, and right-of-way surveys and property descriptions; zoning and deed restrictions.

- 11) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the work.
- 12) Provide legal review of the contract documents and provide any required accounting and insurance counseling services for the Project.
- 13) Act promptly on all construction Change Orders and provide authorization before Change Orders are issued to the Contractor on a Project.
- 14) If City desires, furnish inspection or monitoring services to verify that Contractor is complying with all laws or regulations and to verify that Contractor is taking all necessary safety precautions to protect persons and property, as the Consultant in this Agreement does not undertake to perform these services.

In performing its services, the Consultant may rely upon the accuracy and completeness of all City-provided information.

SECTION 3. COMPENSATION

3.1. Payment for Reimbursable Expenses

Unless otherwise provided, in addition to consulting fees, the City will pay the Consultant for Reimbursable Expenses on the basis of the Consultant's cost plus 10%. Although not a complete list, examples of Reimbursable Expenses include: the costs of plotting drawings and the reproduction of drawings and specifications; project-specific printing, duplicating, tabs and indexes; testing; mileage; travel and per-diem expenses of the Consultant for out-of-town trips required for the Project; long distance telephone calls and faxes as required to expedite the work; the costs for cellular phone calls/service for Consultant's personnel on a Project; project photographs taken before and during construction; construction stakes; postage and delivery charges; any new taxes, fees or costs imposed on the Consultant's services (such as sales taxes) after the date of this Agreement; and out-of-pocket expenses incurred directly for the Project.

3.2. Objections to Invoices/No Deductions

It is important for the Consultant to be promptly informed of problems. If the City objects to any portion of an invoice, the City shall notify the Consultant in writing within twenty days of the invoice's receipt. The City agrees to pay any undisputed portions of an invoice. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payment to contractors, except as may be determined by mediation, arbitration, litigation or other dispute resolution mechanism to which the Consultant is a party.

3.3 Suspension of Work

If the City fails to make payments when due or otherwise breaches this Agreement, the Consultant may suspend work after providing five days notice to the City. The Consultant will not be liable for any costs or damages resulting from such a suspension of work.

3.4. Progress Payments

The City will make progress payments to the Consultant in proportion to services performed, as reasonably estimated by the Consultant. The Consultant will invoice the City monthly during the progress of the work. The City shall pay each properly documented invoice of the Consultant within 30 days after the City's receipt of such invoice. City may not reserve as retainage any portion of a payment due under this Agreement.

3.5. Interest/Collection Costs

The City agrees to pay the Consultant 1% per month interest on all invoices of the Consultant, with interest beginning to accrue 30 days after the date of the invoice. If the Minnesota Prompt Payment Act (Minn. Stat. Sect. 471.425) requires a higher rate of interest, that rate shall apply. If the City fails to pay Consultant all amounts owing pursuant to the terms of this Agreement, the City agrees to pay all costs of collection, including reasonable attorney's fees, in addition to all other amounts due under this Agreement.

SECTION 4. GENERAL CONSIDERATIONS

4.1. Standard of Care

The Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under like circumstances. Nothing in this Agreement, or otherwise prepared as a result of the Project, shall modify the foregoing standard of care. The Consultant shall not be required to sign any documents that would result in it having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain.

4.2. Delays

Both the Consultant and the City will put forth reasonable efforts to complete their respective duties in a timely manner. Because the Consultant's performance must be governed by sound professional practices, the Consultant is not responsible for delays occasioned by factors beyond its control or that could not reasonably have been foreseen at the time of preparation of this Agreement.

4.3. Opinions of Costs and Schedules

Since the Consultant has no control over the cost of labor and material or over competitive bidding and market conditions, the Consultant's Opinion of Probable Construction Cost and of Project schedules can only be made on the basis of experience or qualifications as a professional Consultant. The Consultant does not guarantee that proposals, bids, actual Project costs or construction schedules will not vary from Consultant's opinions or estimates. If the City desires greater assurance as to the anticipated Construction Cost of the Project, the City shall employ, or instruct the Consultant to provide as a Supplemental Service, an independent cost estimator.

4.4. Insurance

4.4.1. The Consultant agrees to maintain a professional liability insurance policy for negligent acts, errors or omissions in an amount of at least \$3,000,000 per claim and \$4,000,000 annual aggregate, on a claims-made basis, as long as such insurance is reasonably available under standard policies at rates comparable to those currently in effect. The Consultant will not cancel the insurance until thirty days after providing the City written notice.

4.4.2. The Consultant shall maintain:

- 1)** Statutory workers compensation and employers' liability insurance coverage.
- 2)** Comprehensive general liability and automobile liability insurance coverage in the amount of not less than \$1,000,000 each.

4.4.3. City shall require Contractor to purchase and maintain general liability and other insurance as specified in the contract documents and to cause the Consultant and its consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

4.5. Use of Instruments of Service

Documents (including Digital Data) prepared by the Consultant, such as drawings, specifications and reports ("Consultant Documents") are instruments of the Consultant's professional services, and not products. The Consultant Documents are prepared for a specific Project and may not be used by the City for other Projects. For health and safety reasons, the City agrees it will not use the Consultant Documents (except for computer hydraulic or hydrologic modeling data) for other purposes or provide them to other persons. If the City violates this provision, it waives any resulting claims against the Consultant, and agrees to defend and indemnify the Consultant from any resulting claim or liability (including reasonable attorneys' fees).

4.6. Digital Data

4.6.1. If included in Basic Services or Supplemental Services and as a convenience to the City, the Consultant will furnish the City with electronic data versions of certain drawings or other written documents ("Digital Data") provided in hard copy form. In the event of any conflict between a hard copy document and the Digital Data, the hard copy document governs. The Digital Data shall be prepared in the current software in use by the Consultant and is not warranted to be compatible with other systems or software.

4.6.2. Any Digital Data submitted by the Consultant to the City is submitted for an acceptance period of 60 days ("Acceptance Period"). Any defects that the City discovers during this period and reports to the Consultant will be corrected by the Consultant at no extra charge. For correction of defects reported to the Consultant after the Acceptance Period, the City shall compensate Consultant on an hourly basis at Consultant's normal billing rates. The City understands that the Digital Data is perishable and the City is responsible for maintaining it.

4.7. Termination, Suspension or Abandonment

4.7.1. The City or the Consultant may terminate or suspend this Agreement for substantial non-performance by the other party, including without limitation the failure to make payments in accordance with this Agreement. The party terminating or suspending this Agreement shall give seven days written notice to the other party.

4.7.2. If the Project or the Consultant's services are suspended for more than 90 days, the Consultant may terminate this Agreement upon seven days written notice to the City. The Consultant shall have no liability on account of a suspension by the City. If a suspended Project is reinstated, an equitable adjustment to the Consultant's compensation may be necessary.

4.7.3. In the event of termination or suspension permitted by this Agreement or abandonment of the Project by the City, the City shall compensate the Consultant for services performed prior to termination, suspension or abandonment and for services directly attributable to the termination, suspension or abandonment itself, together with Reimbursable Expenses. If the City properly terminates Consultant for cause, City may withhold from Consultant's compensation those damages directly attributable to the cause of the termination.

4.8. Dispute Resolution

4.8.1. In an effort to resolve any conflicts that arise out of the services under this Agreement, all disputes between the City and the Consultant arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencing arbitration or litigation. The Mediator's fee shall be shared equally and mediation shall proceed only at a place where arbitration or litigation is proper. Mediation shall not be a condition precedent to arbitration or litigation if a party refuses to make reasonable arrangements for a mediation within 20 days of demand by the other party. If a dispute relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

4.8.2. Unless the City and the Consultant mutually agree otherwise, all claims, disputes, and other matters in question arising out of or relating to this Agreement which are not resolved by mediation and where the amount in controversy is less than \$1,000,000, shall be decided by binding arbitration in accordance with the then-most current Construction Industry Rules of the American Arbitration Association. The arbitrators will not have jurisdiction, power or authority to consider any claim or dispute: (a) where the amount in controversy is more than \$1,000,000 (exclusive of interest and costs); (b) when the demand for arbitration is made after the date when a court action would be barred by any applicable statute or period of repose or limitations; or (c) when the claim or dispute is a claim for contribution or indemnity arising out of a claim by a third party who does not consent to joinder in arbitration.

4.8.3. In the event of litigation or arbitration arising from or related to the services provided under this Agreement, the prevailing party is entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

4.8.4. If the Consultant or the City intends to assert a claim against the other as a result of a dispute with a third party, the claiming party shall notify the other party as soon as possible, and in any event prior to resolving the dispute with the third party.

4.8.5. So that any claims of the City may be intelligently addressed by the Consultant, the City agrees to make no claim for professional negligence against the Consultant unless the City has first provided the Consultant a written certification signed by an independent design professional licensed in Minnesota and currently practicing in the same discipline. The certification shall specify every act or omission of the Consultant that is a violation of the applicable standard of care and the basis for the certifier's opinion(s). This certificate shall be provided no fewer than 30 days prior to instituting arbitration or suit.

4.8.6. Causes of action between the Consultant and the City relating to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion of a Project.

4.9. Hazardous Substances

The Consultant's scope of services does not include any services related to hazardous or toxic materials, including asbestos and PCBs. If it becomes known that such materials may be present at or near a Project that may affect the Consultant's services, the Consultant may suspend performance of its services, without liability, and will assist the City to retain appropriate consultants to adequately identify and abate such materials so that Consultant's services may resume. Nothing in this Agreement shall be construed to require the Consultant to: (a) assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USC 6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage and disposal of waste; or (b) arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, *et seq.*, as amended. The City agrees to defend, indemnify and hold harmless the Consultant, its employees, subcontractors and agents from all claims, losses, damages liability and costs, including attorney's fees, relating to or arising out of hazardous or toxic materials at or near a Project.

4.10. Governing Law

This Agreement shall be governed by the laws of the State of Minnesota and any dispute or dispute resolution process shall be venued in St. Paul, Minnesota.

4.11. Integration

This is an Integrated Agreement and it supersedes all prior negotiations or agreements between the parties. It shall be modified only by a written document signed by the party sought to be bound. The provisions of this Agreement are severable, and if any provision is found to be unenforceable, the remaining provisions continue to be valid, and the unenforceable provision shall be reformed with a valid provision that comes as near as possible to expressing the intention of the unenforceable provision.

4.12. Assignment and Waiver

Except for the Consultant's use of necessary consultants, the Consultant and the City shall not assign or delegate their respective obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. The waiver of any term or condition or breach thereof by either party shall not constitute a waiver of any other term or condition or breach thereof.

4.13. Consultant's Services

In performing professional technical consulting and related services, the Consultant is not engaged in rendering legal, insurance, or accounting services or advice. The City agrees that documents prepared by the Consultant, including reports, bidding materials, and form contracts will be reviewed by the appropriate representative of the City, such as the City's attorney, insurance counselor or other consultants, to the extent that City deems necessary to protect its interests.

4.14. Government Agencies

The Consultant shall not be liable for damages resulting from the actions or inactions of government agencies, including without limitation permit processing, environmental impact reports, dedications, zoning matters, annexations or consolidations, use or conditional use permits, and building permits.

4.15. Monitoring Work

If required by the scope of services, the Consultant will make visits to the Project site at intervals appropriate to the various stages of construction as the Consultant deems necessary in order to observe the progress and quality of construction. The Consultant will not be required to make exhaustive or continuous inspections on the Project site. Based on such visits, the Consultant will determine in general if the construction work is proceeding in accordance with the contract requirements, keep the City informed of the progress of the construction work, and will endeavor to guard the City against defective work. The Consultant will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the work.

4.16. Americans with Disabilities Act

The Consultant shall use reasonable professional effort and judgment in interpreting and advising the City as to the necessary requirements for the Project to comply with the Americans with Disabilities Act (ADA). The Consultant shall rely on the local building department for interpretations of the

ADA at the time the service is rendered. The Consultant does not warrant or guarantee that the Project will fully comply with interpretations of ADA requirements by regulatory or judicial bodies.

SECTION 5. LIABILITY

Having considered the potential liabilities that exist during the performance of the Consultant's services, the benefits of the Project, the Consultant's fee for its services, and the promises contained in this Agreement, the City and the Consultant agree that risks should be allocated in accordance with this section, to the fullest extent permitted by law.

5.1. Indemnification

The Consultant and the City each agree to defend and indemnify each other from liability for claims, losses, damages or expenses (including reasonable attorney's fees) to the extent they are caused by their negligent acts, errors or omissions relating to this Agreement. In the event the claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Consultant and the City, they shall be borne by each party in proportion to its own negligence.

5.2. Limitation of Liability

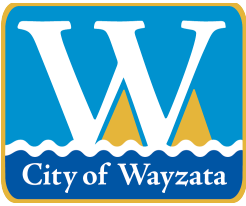
The Consultant's and its employees' aggregate liability to the City for any and all claims, losses or damages arising out of any Project or this Agreement for any cause shall not exceed the insurance proceeds available at the time of settlement or judgment. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

5.3. Consequential Damages

Neither the City nor the Consultant shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use and loss of profit.

5.4. Design without Construction-phase Services

If the Consultant's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, and that such services will be provided by the City, then the City assumes all responsibility for interpretation of the plans and specifications and for construction observation or review and waives any claims against the Consultant that may be in any way connected thereto.



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 8.a.
TITLE: Consider Resolution 13-2019 Approving Schematic Design for the Realignment of the Dakota Rail Regional Trail from Ferndale Road South to Barry Avenue South	
PROPOSED MOTION: To Adopt Resolution 13-2019	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY:	

ACTION REQUESTED:

Staff recommends approval of the attached resolution.

FINANCIAL OR BUDGET CONSIDERATION:

The design process, led by Civitas, was approved earlier this year. An agreement for Three Rivers Park District to reimburse the City of the entire cost of the design is to be considered on the consent agenda. Once the Schematic Design is approved, the design team will move into the Design Development Phase, at which point there will be an updated cost estimate for Three Rivers Park District to incorporate into their Capital Improvements Plan.

BACKGROUND:

A work shop was held on February 19th to go over Dakota Rail Regional Trail Extension alternatives. Based on that work shop, attached to this report is the Schematic Design highlighting the preferred "Option 1C" along with options for eastbound vehicular traffic from Ferndale Road to Lake Street. Staff has drafted a resolution supporting "Option 1C" and eliminating the wishbone at Ferndale Road and Lake Street.

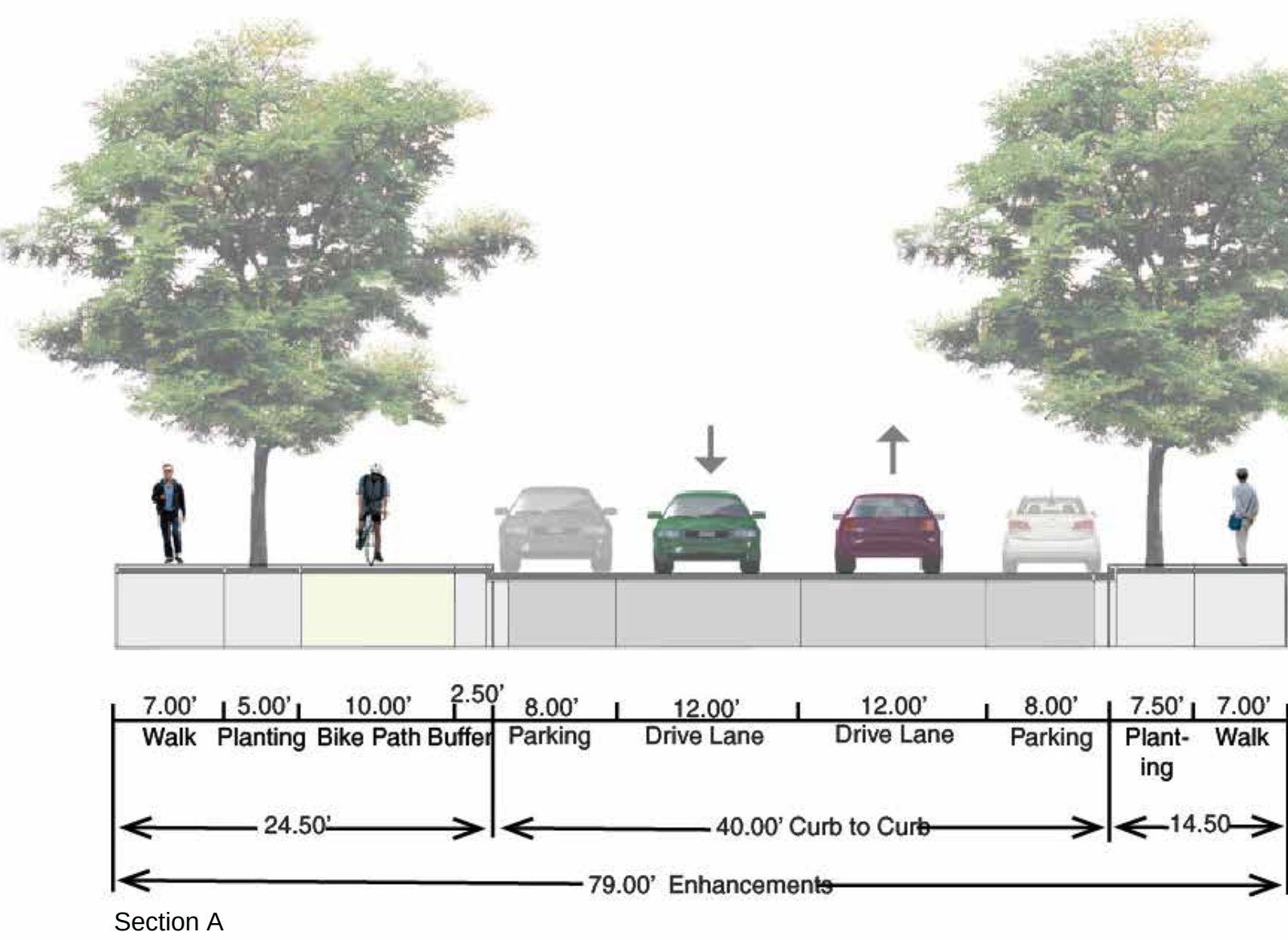
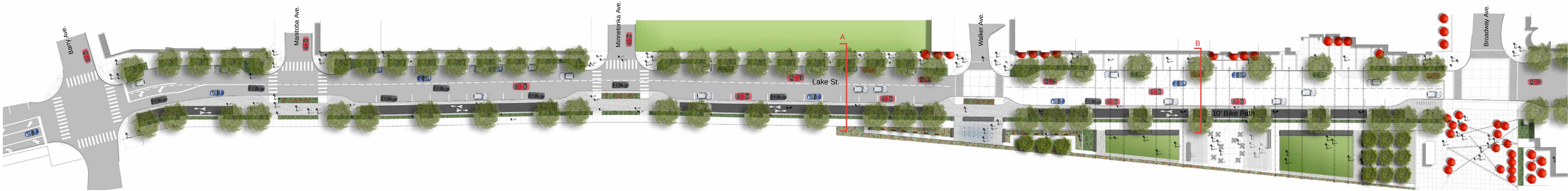
Also attached are previously explored options and a summary of feedback received as a result of the community engagement via open house, stakeholder meetings, and an online survey.

Scott Jordan of Civitas will be present to go over the preferred option for the Dakota Rail Regional Trail Extension. Jonathan Vlaming of Three Rivers Park District will also be in attendance to answer any questions.

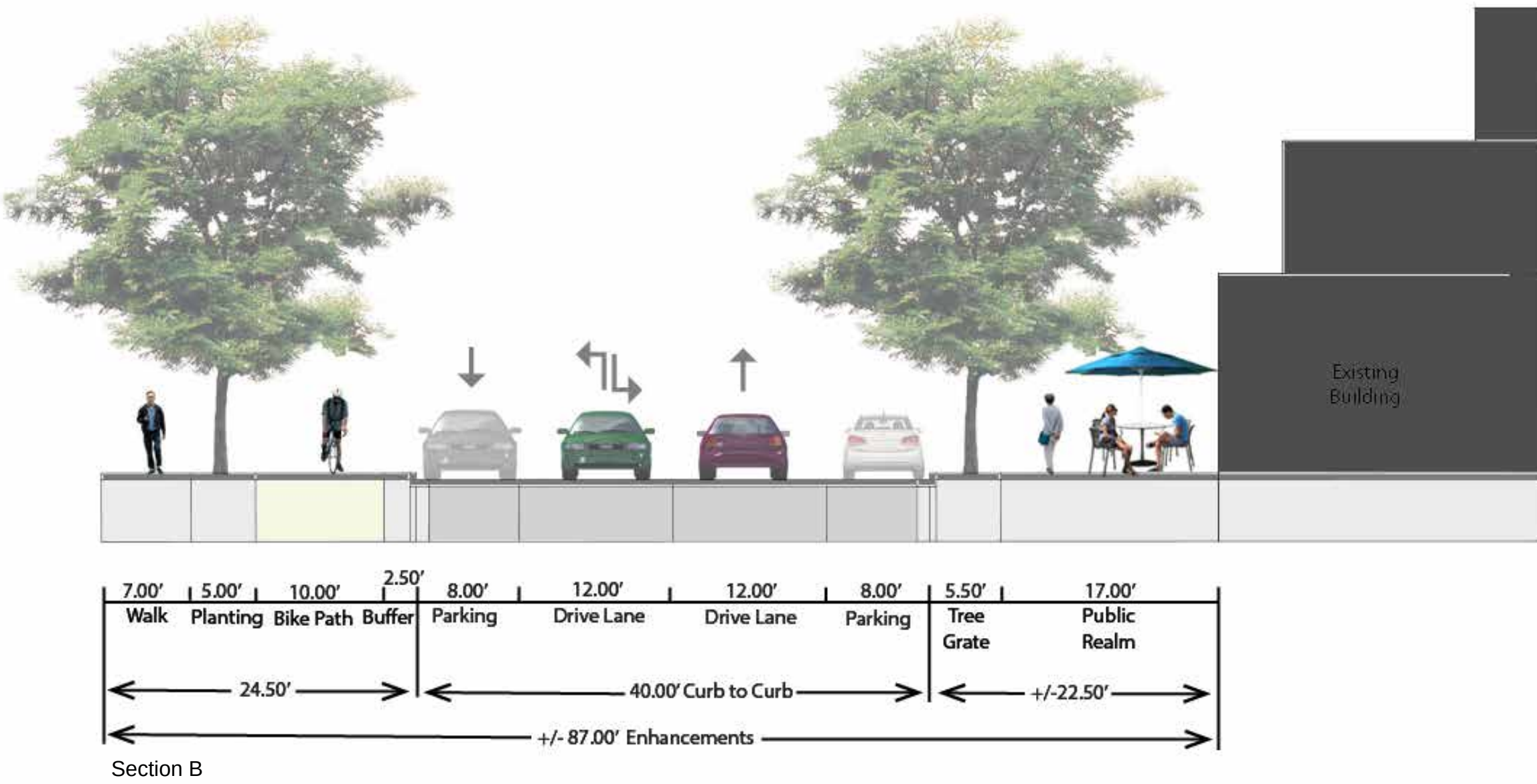
ATTACHMENTS:

1. WLE DRT Options
2. Resolution Trail Extension Schematic Design

APPROVED LAKE ST. DESIGN



Section A



Section B



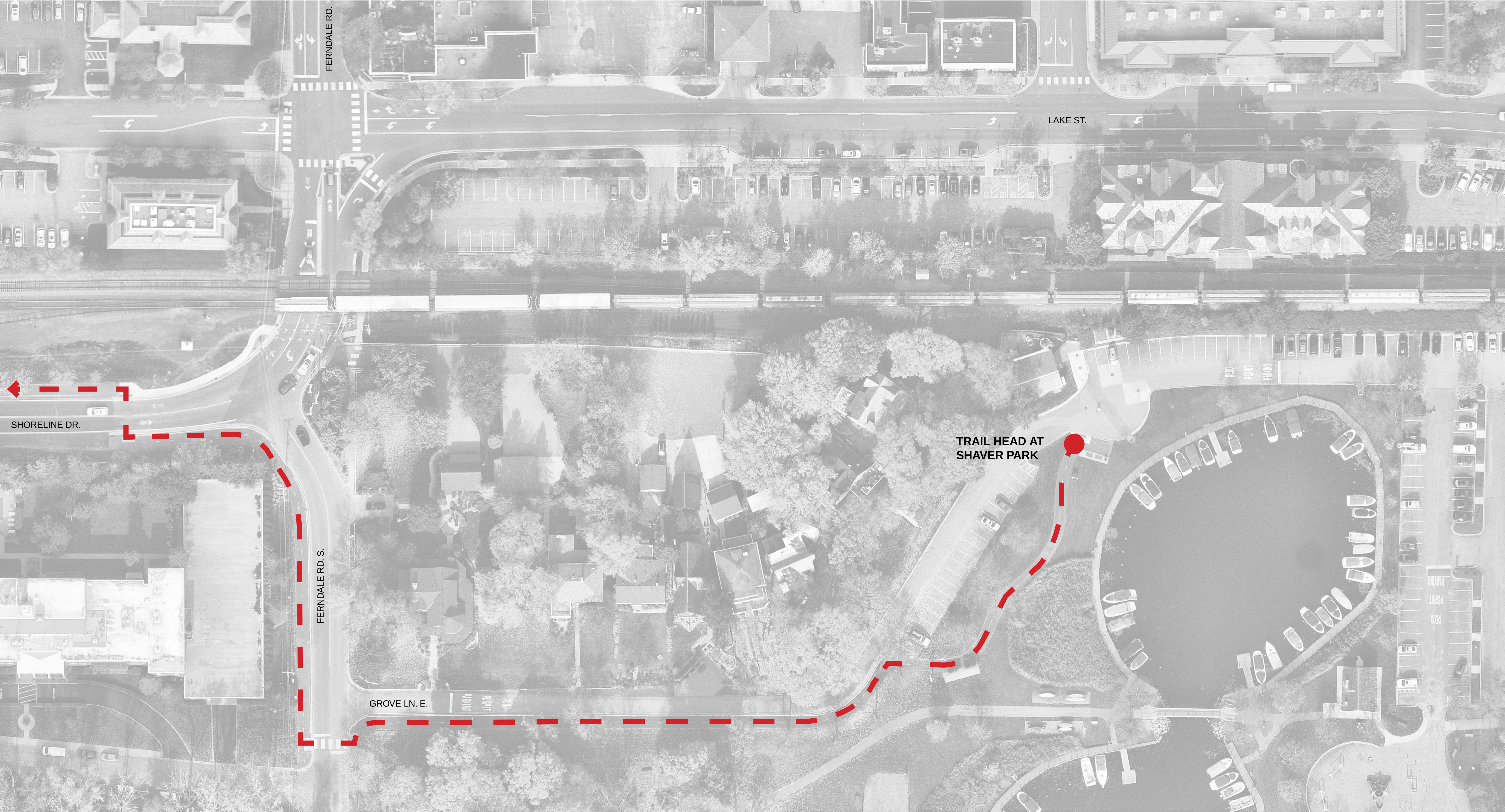
Lake Street looking west



Lake Street looking east

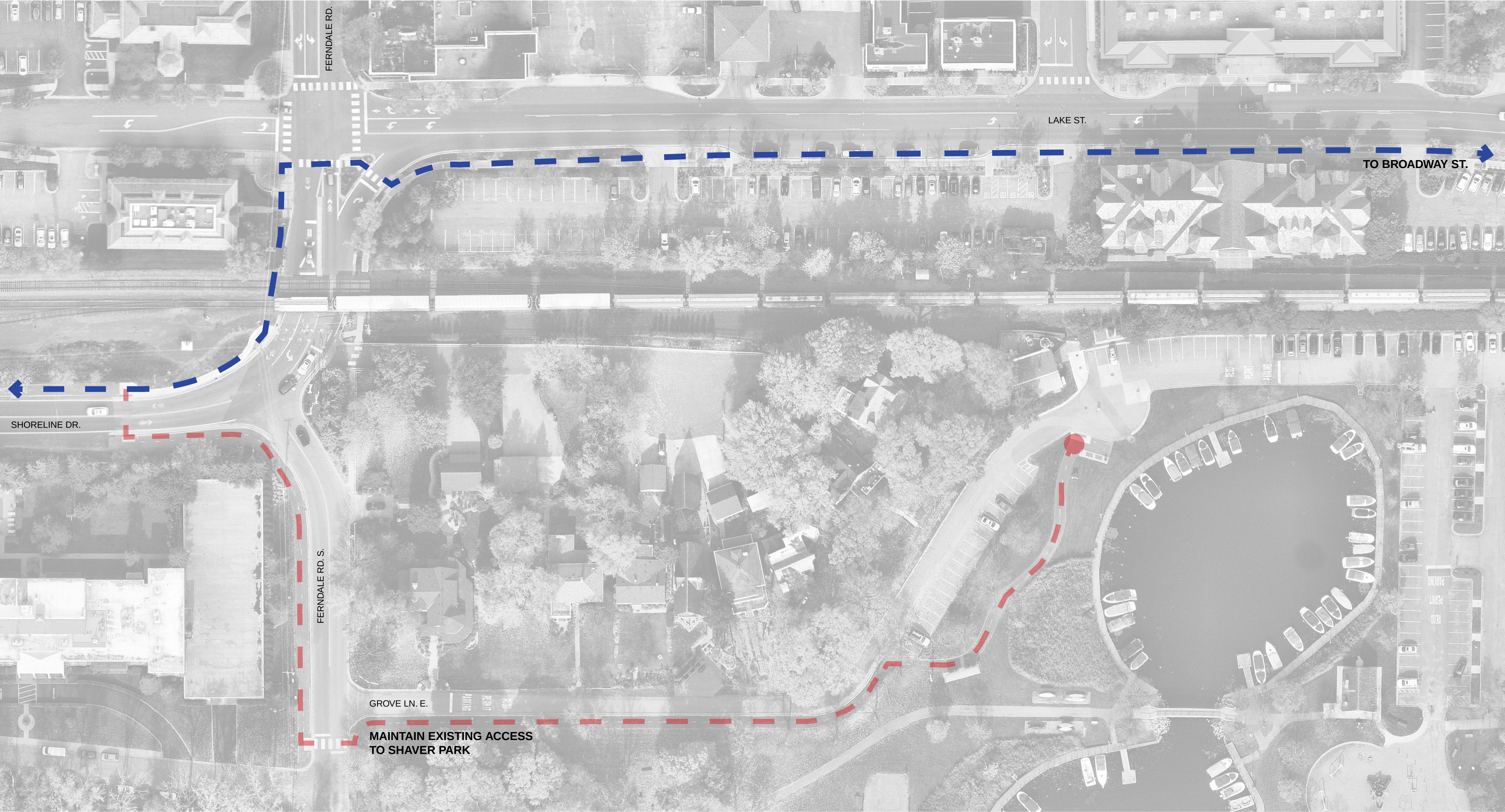
DAKOTA REGIONAL TRAIL

Existing Route



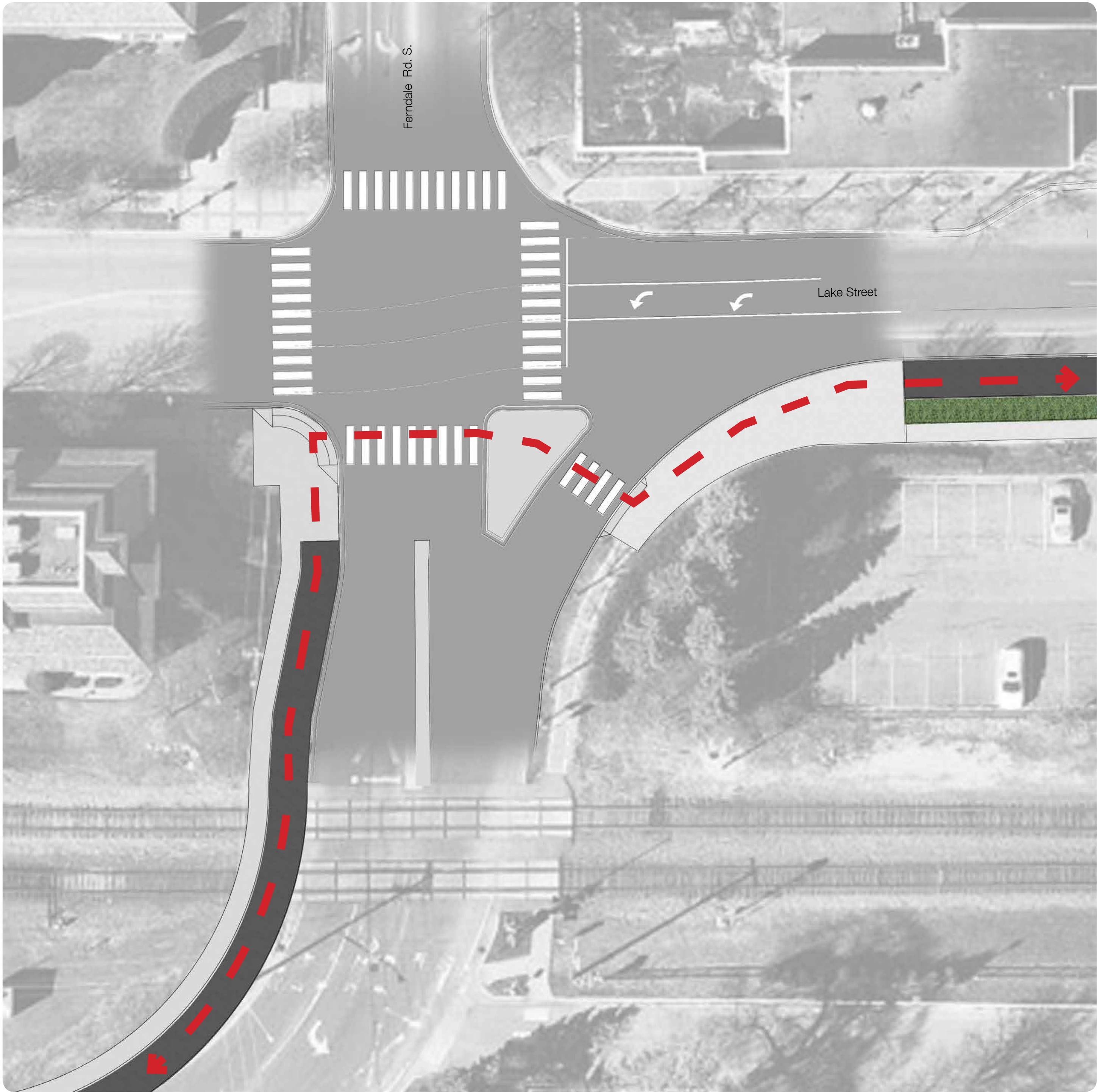
DAKOTA REGIONAL TRAIL

Proposed Route

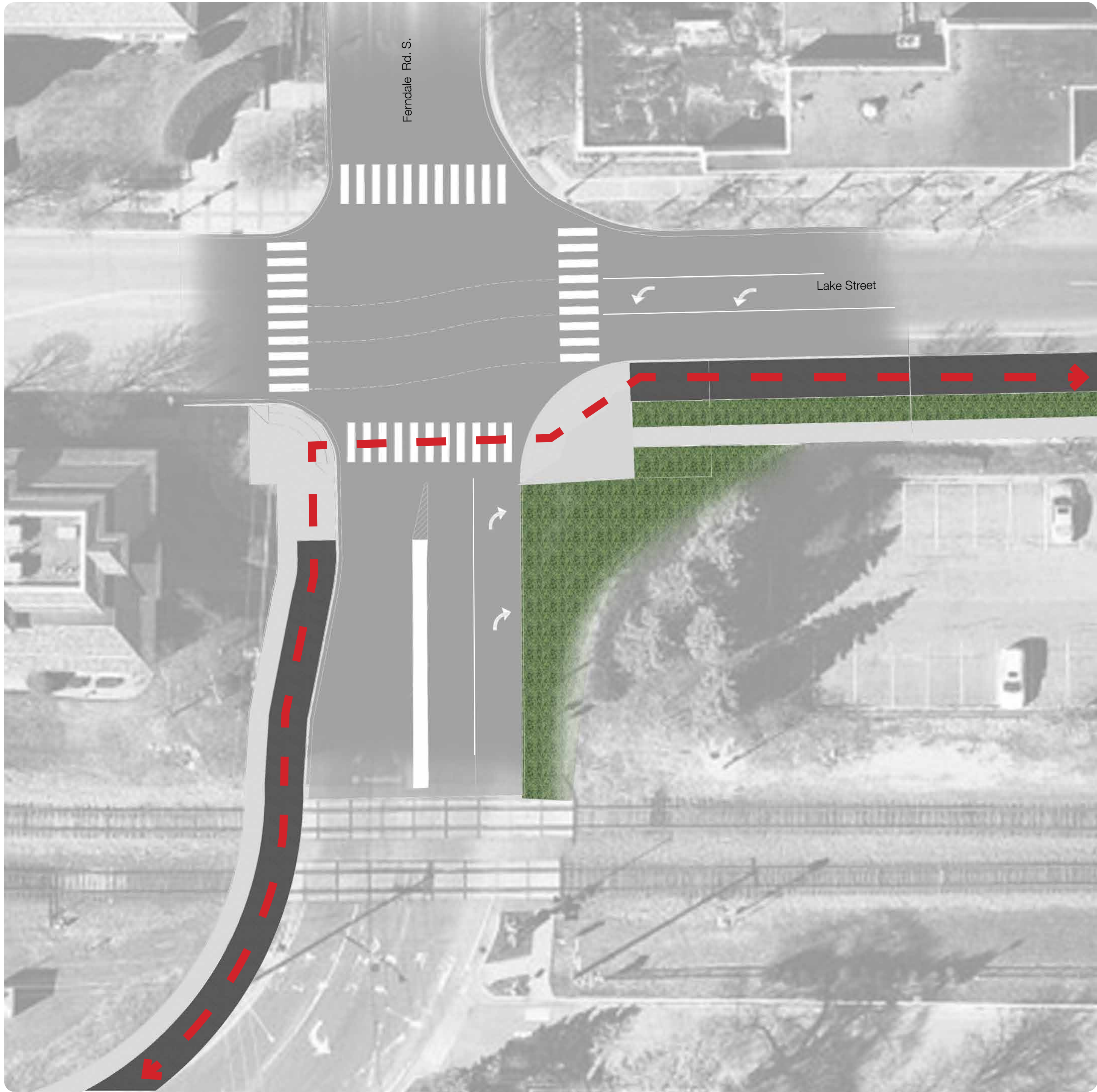


FERNDALE INTERSECTION OPTIONS

Studying impacts of existing intersection island

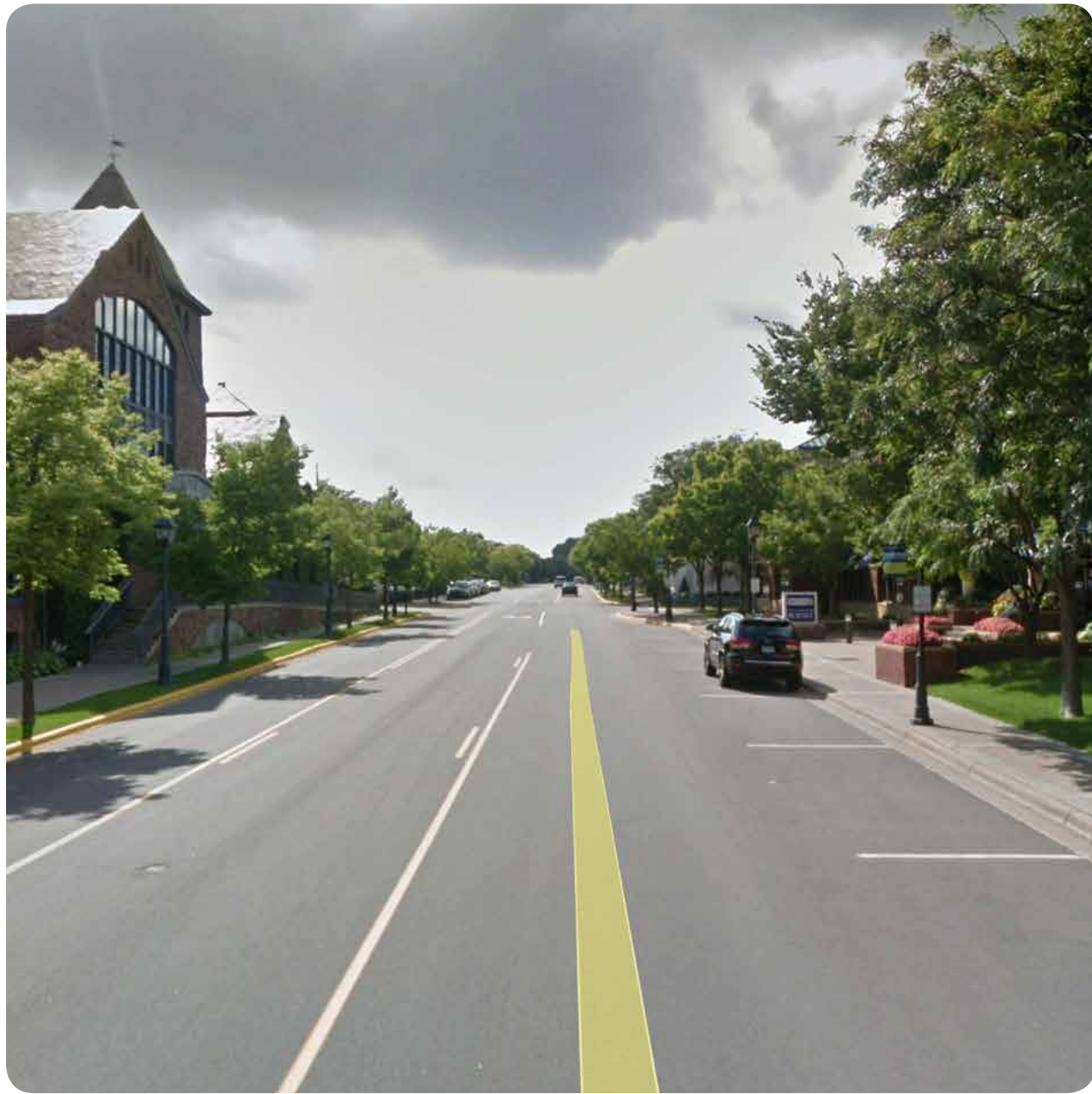
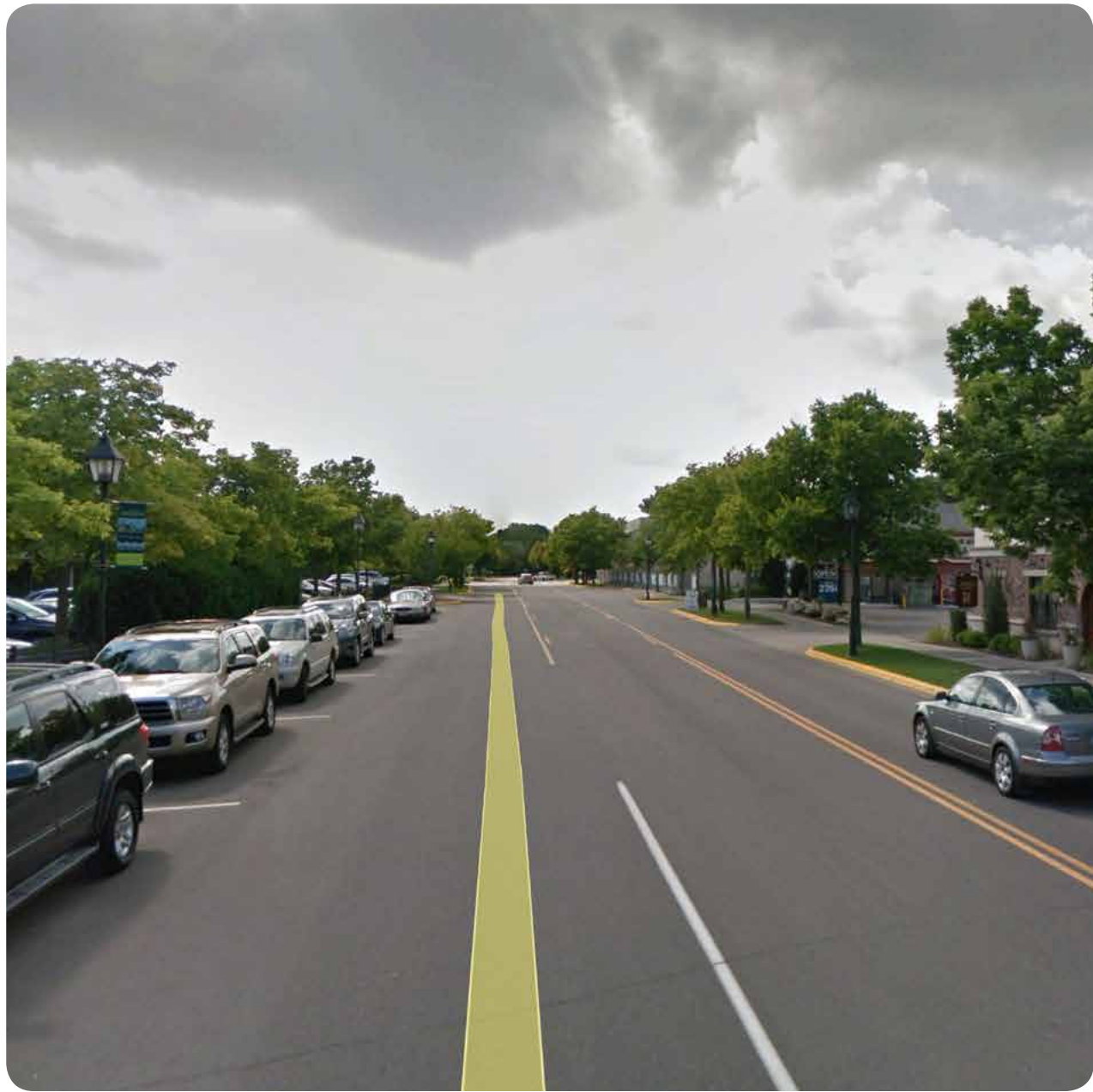
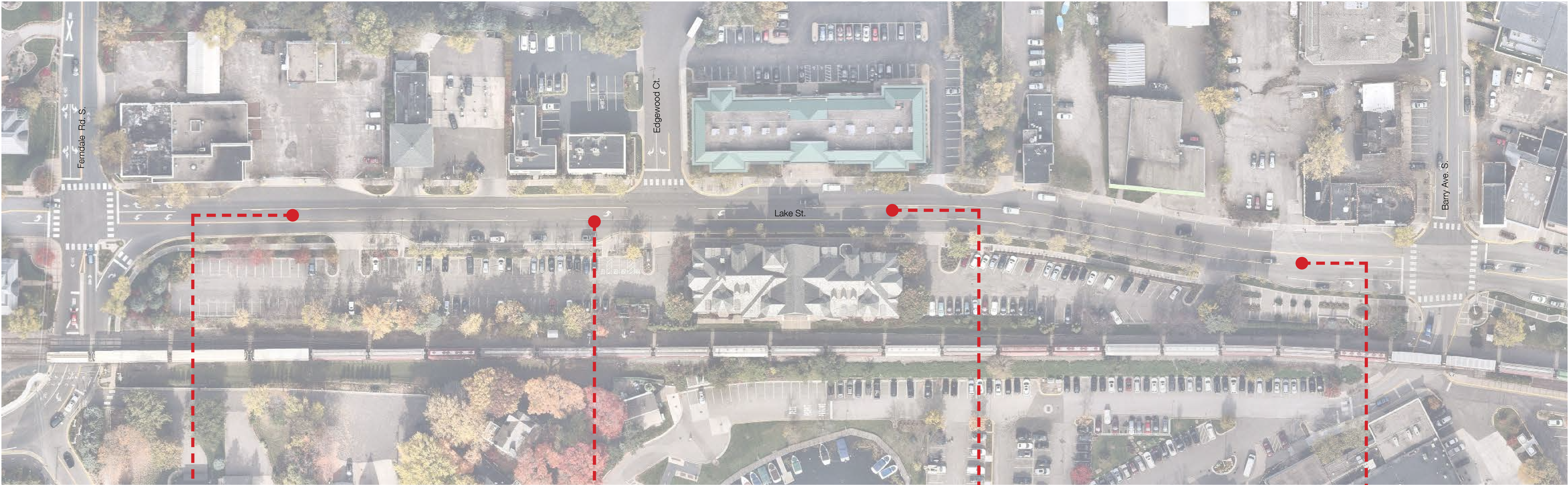


- Intersection with island requires pedestrians and bikes to cross oncoming traffic twice.



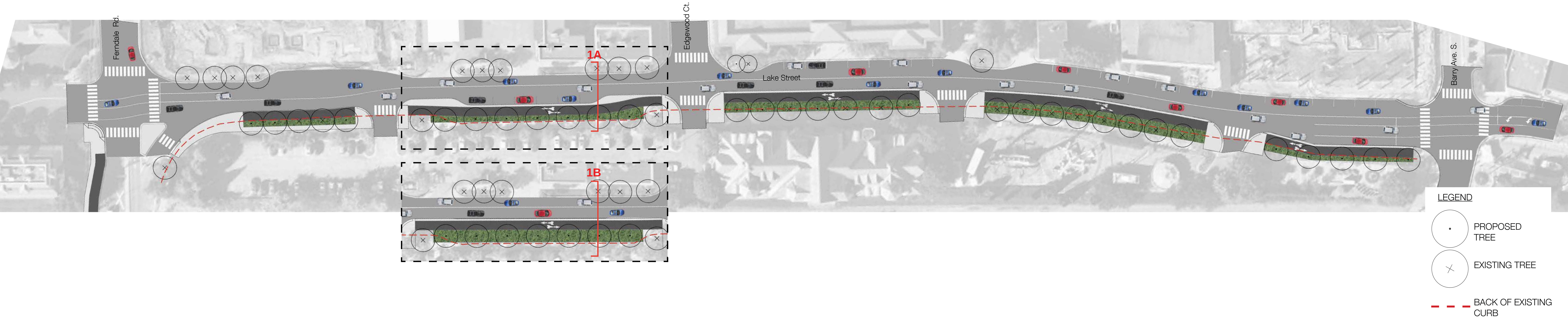
- If intersection island is removed, pedestrians and bikes only have to cross oncoming traffic once.

DAKOTA REGIONAL TRAIL EXTENSION - EXISTING CONDITIONS



DAKOTA REGIONAL TRAIL EXTENSION - OPTION 1

WLE Enhancements from back of existing curb with dedicated separate bike path.

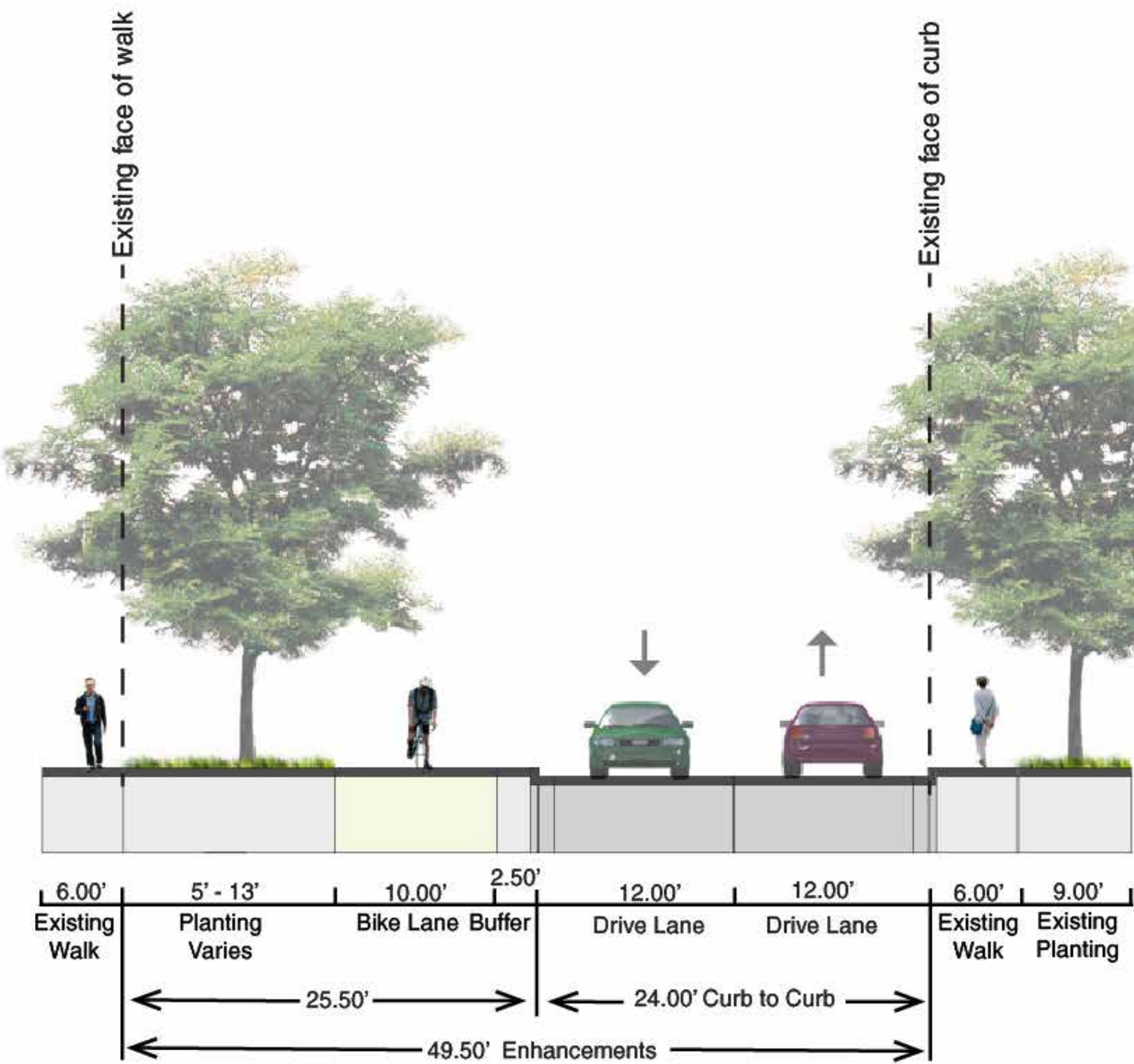


Opportunities

- Minimal construction impact.
- Maintains 26 existing trees.
- 2.5' concrete bike lane buffer from street.
- Pedestrians and bikes have separate paths.
- Extended turn pocket at Ferndale intersection.
- Turn pocket at Barry Ave.

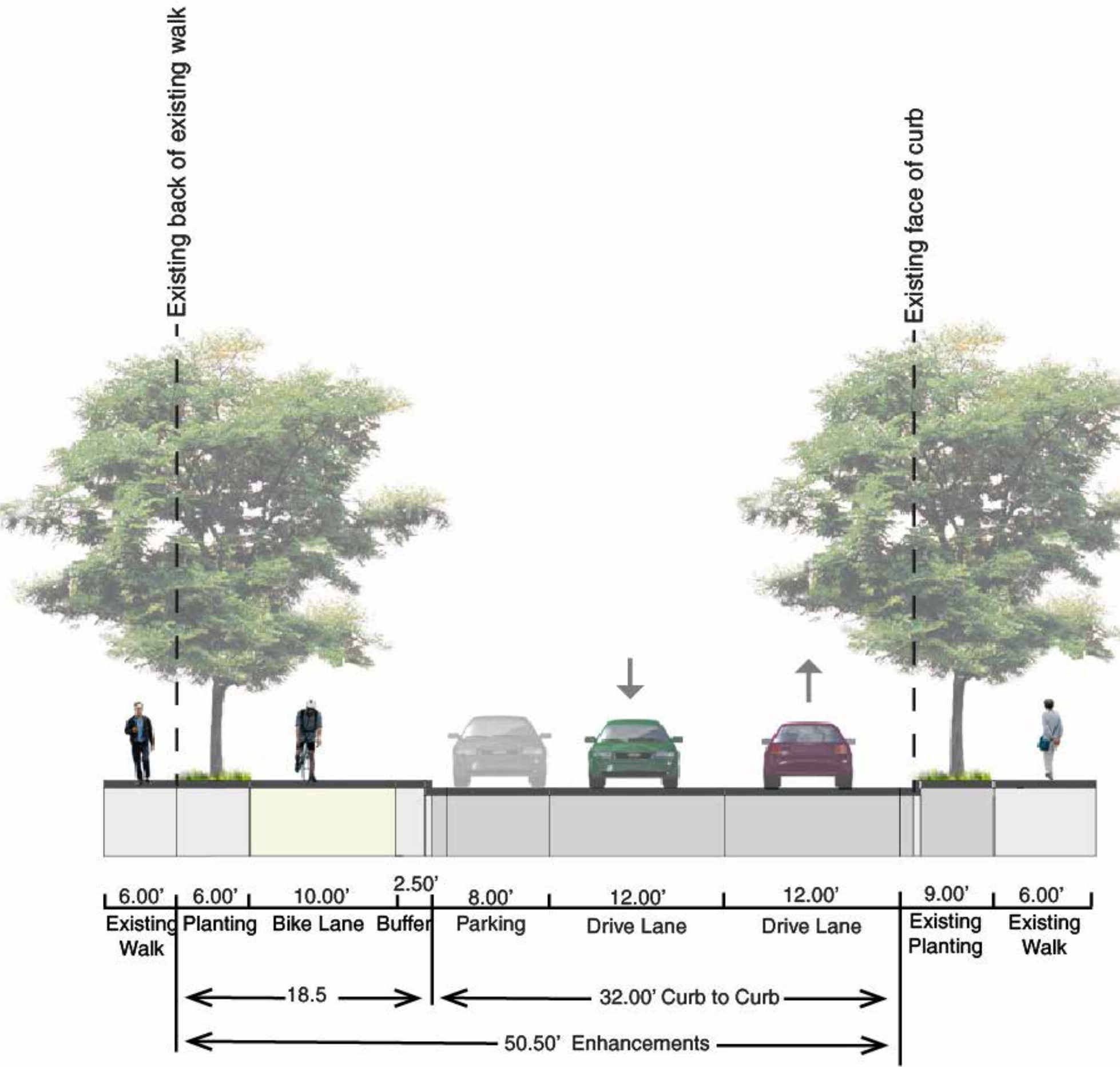
Constraints

- Continuous turn lane is not feasible.
- Turning movements into business / entry drives may cause delays.



Section 1A

Reduces on street parking by 8 spaces adjacent to TCF Bank.

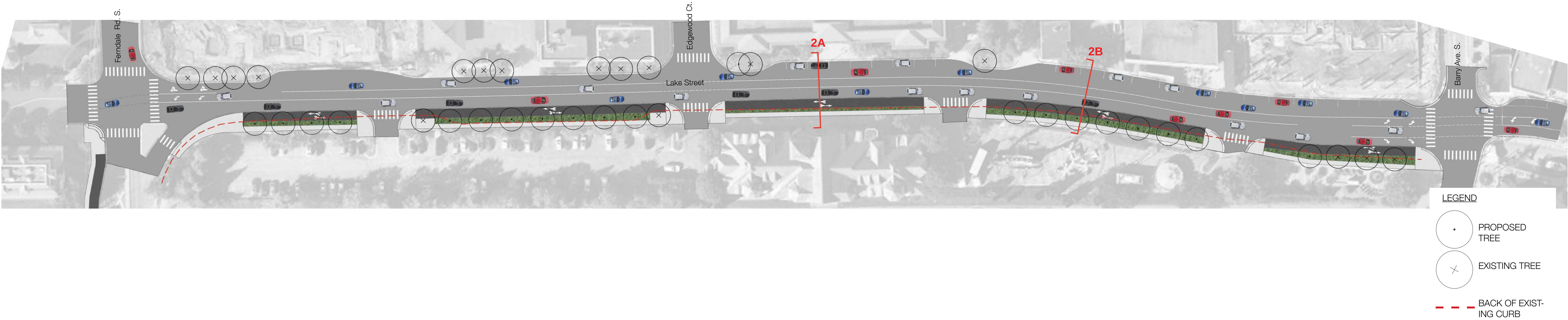


Section 1B

Maintains 6 of the 8 on street parking spaces adjacent to TCF Bank.

DAKOTA REGIONAL TRAIL EXTENSION - OPTION 2

WLE Enhancements from back of existing walk with center turn lane and dedicated separate bike path.

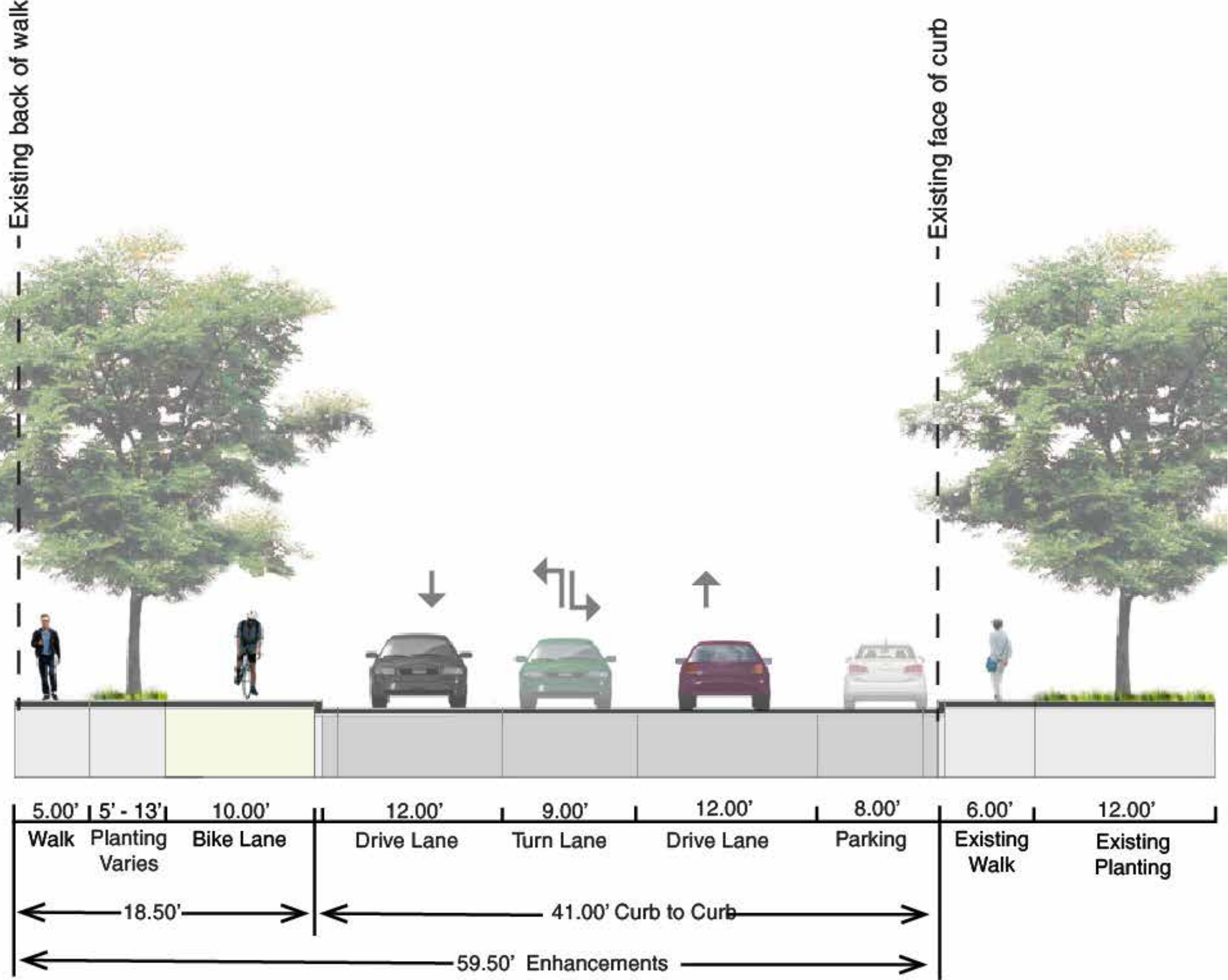
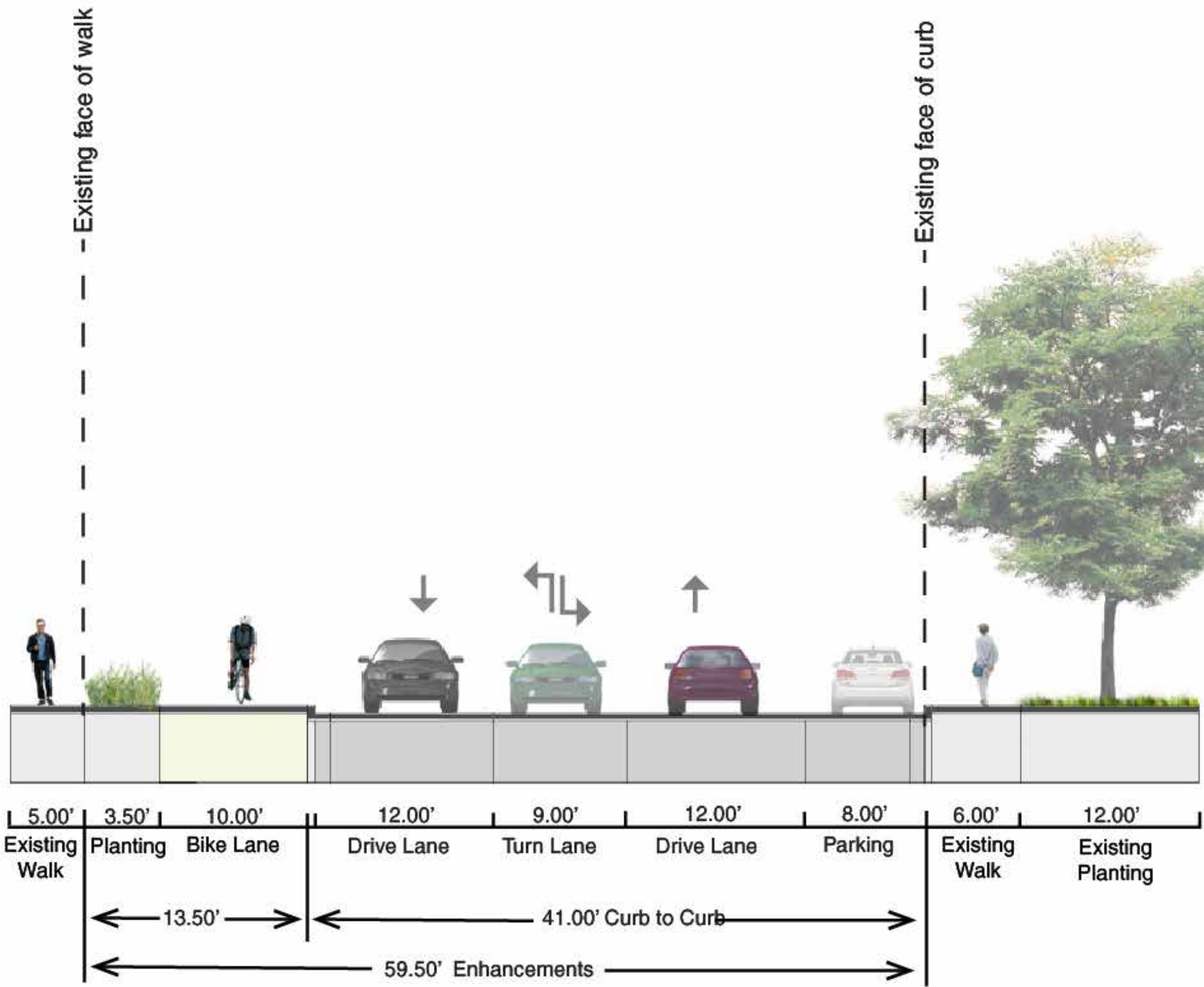


Opportunities

- Minimal construction impact.
- 9' center turn lane accommodated.
- Pedestrians and bikes have separate paths.

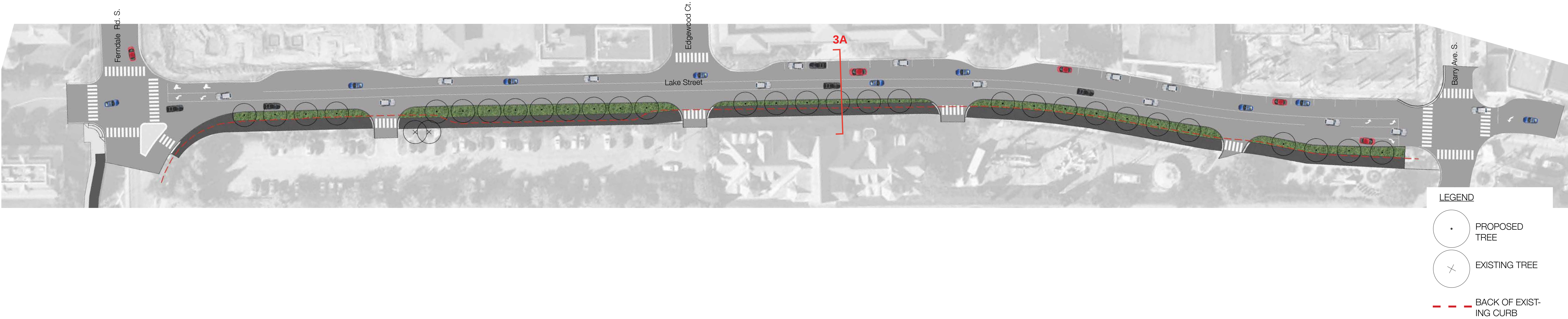
Constraints

- No buffer between bike lane and drive lane.
- 27 existing trees to be removed.
- Planting area too narrow for trees on block east of Edgewood Ct.
- 8 on street parking spaces adjacent to TCF Bank removed.
- Existing street lights removed & replaced.



DAKOTA REGIONAL TRAIL EXTENSION - OPTION 3

WLE Enhancements from back of existing walk with center turn lane and multi-use path.

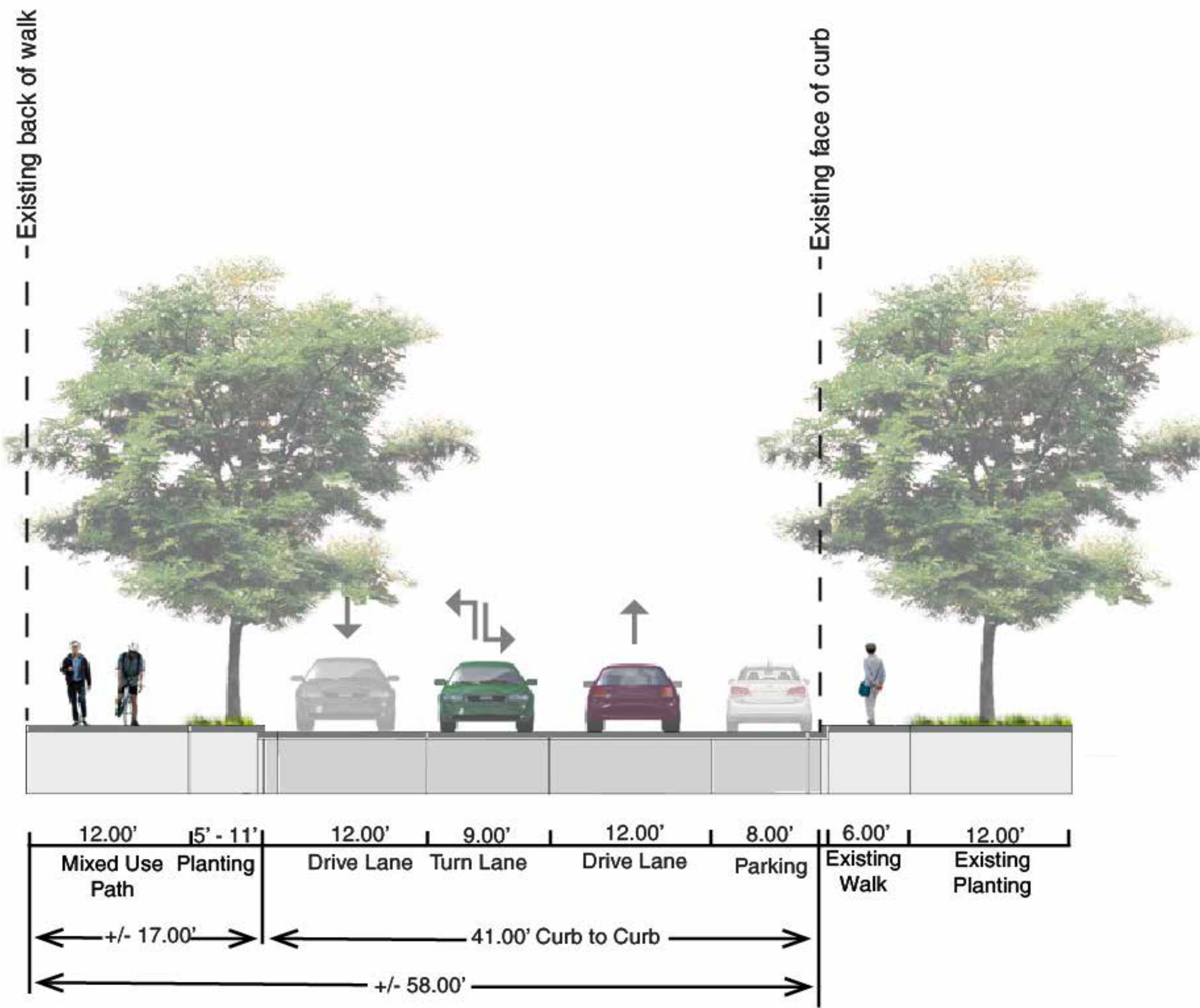


Opportunities

- Multi-use lane separate from drive lane with planting and trees.
- 9' center turn lane accommodated.

Constraints

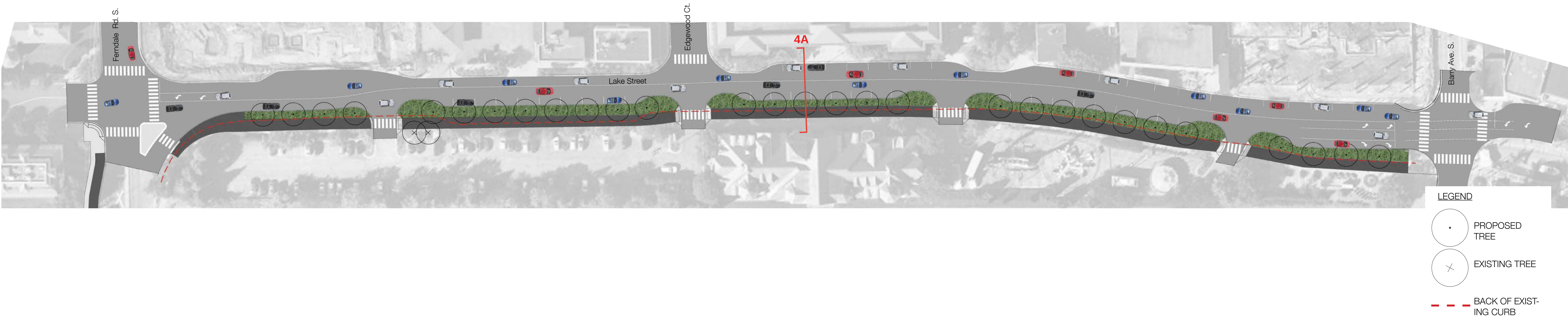
- Requires demolition of all existing improvements on south side of street.
- 33 existing trees removed & replaced.
- Pedestrians and bikes share path.
- 8 on street parking spaces adjacent to TCF Bank removed.
- Existing street lights removed & replaced.



Section 3A

DAKOTA REGIONAL TRAIL EXTENSION - OPTION 4

WLE Enhancements from back of existing walk with on street parking and multi use path.

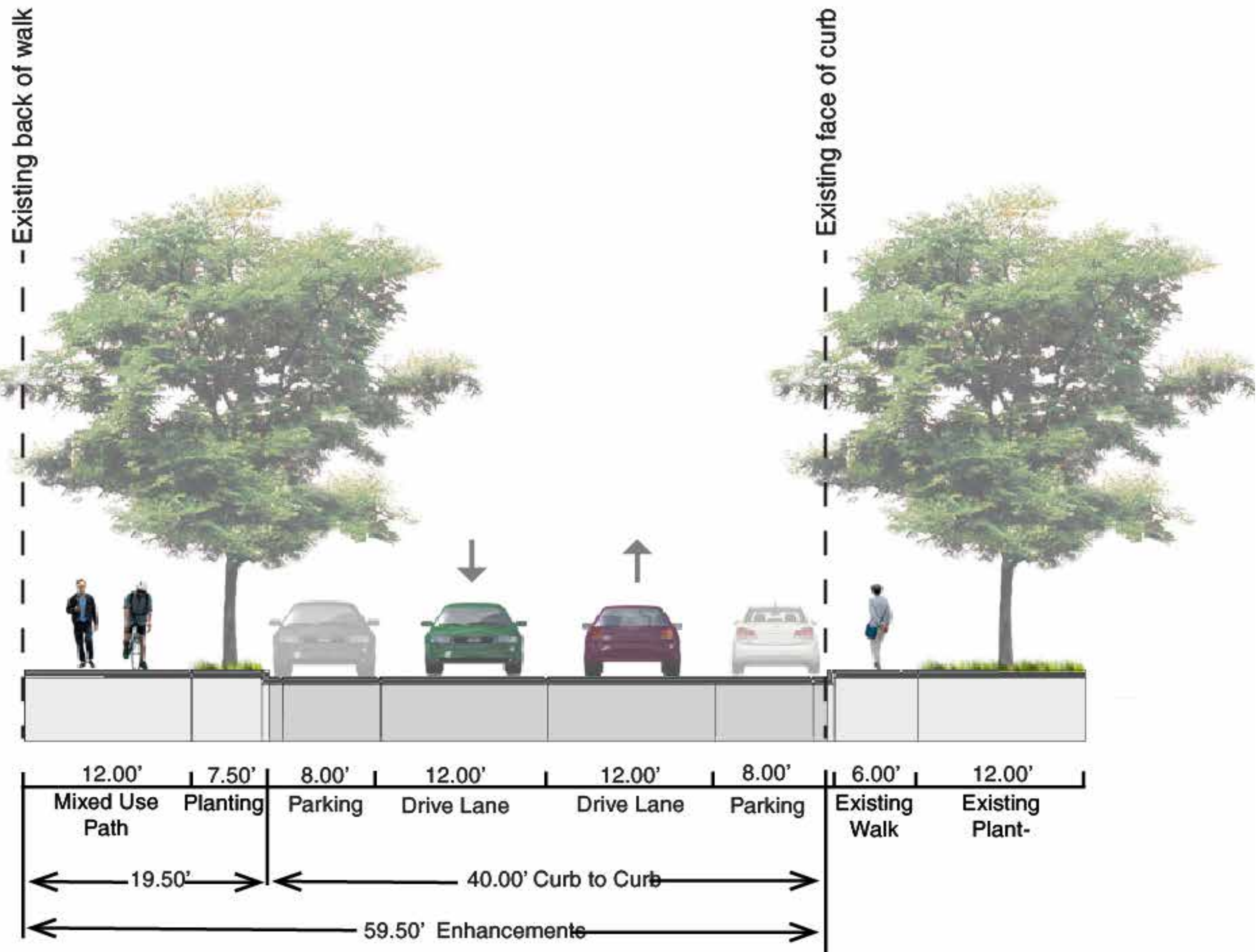


Opportunities

- Multi-use lane separate from drive lane with planting and trees.
- 15 parking added along south side of Lake Street.
- Extended turn pocket at Ferndale intersection.

Constraints

- Requires demolition of all existing improvements on south side of street.
- 33 existing trees removed & replaced.
- Pedestrians and bikes share path.
- Continuous turn lane is not feasible.
- Existing street lights removed & replaced.

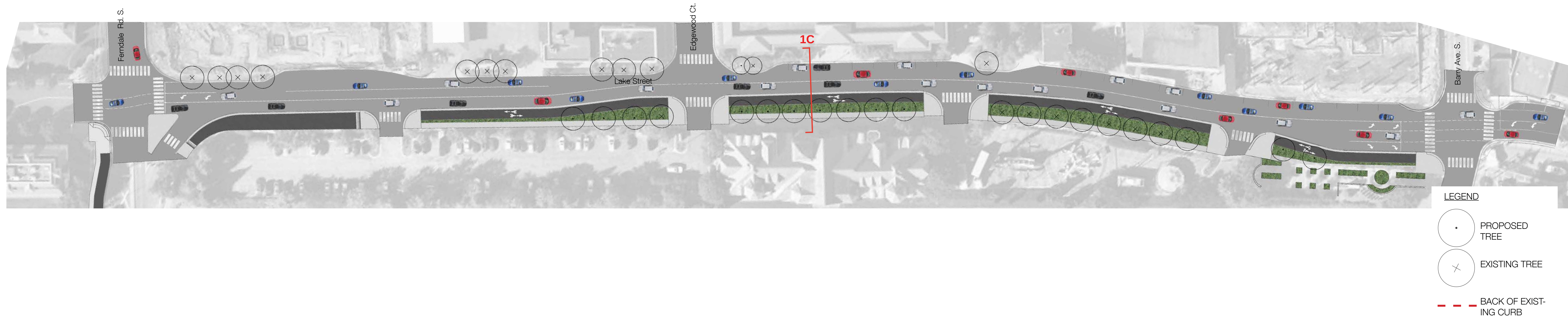


Section 4A

THE FOLLOWING OPTIONS HAVE BEEN ADJUSTED TO
REFLECT CITY COUNCIL WORK SESSION COMMENTS.

DAKOTA REGIONAL TRAIL EXTENSION - OPTION 1C

WLE Enhancements from back of existing walk with extended stacking at Ferndale and limited trees at Barry Ave.

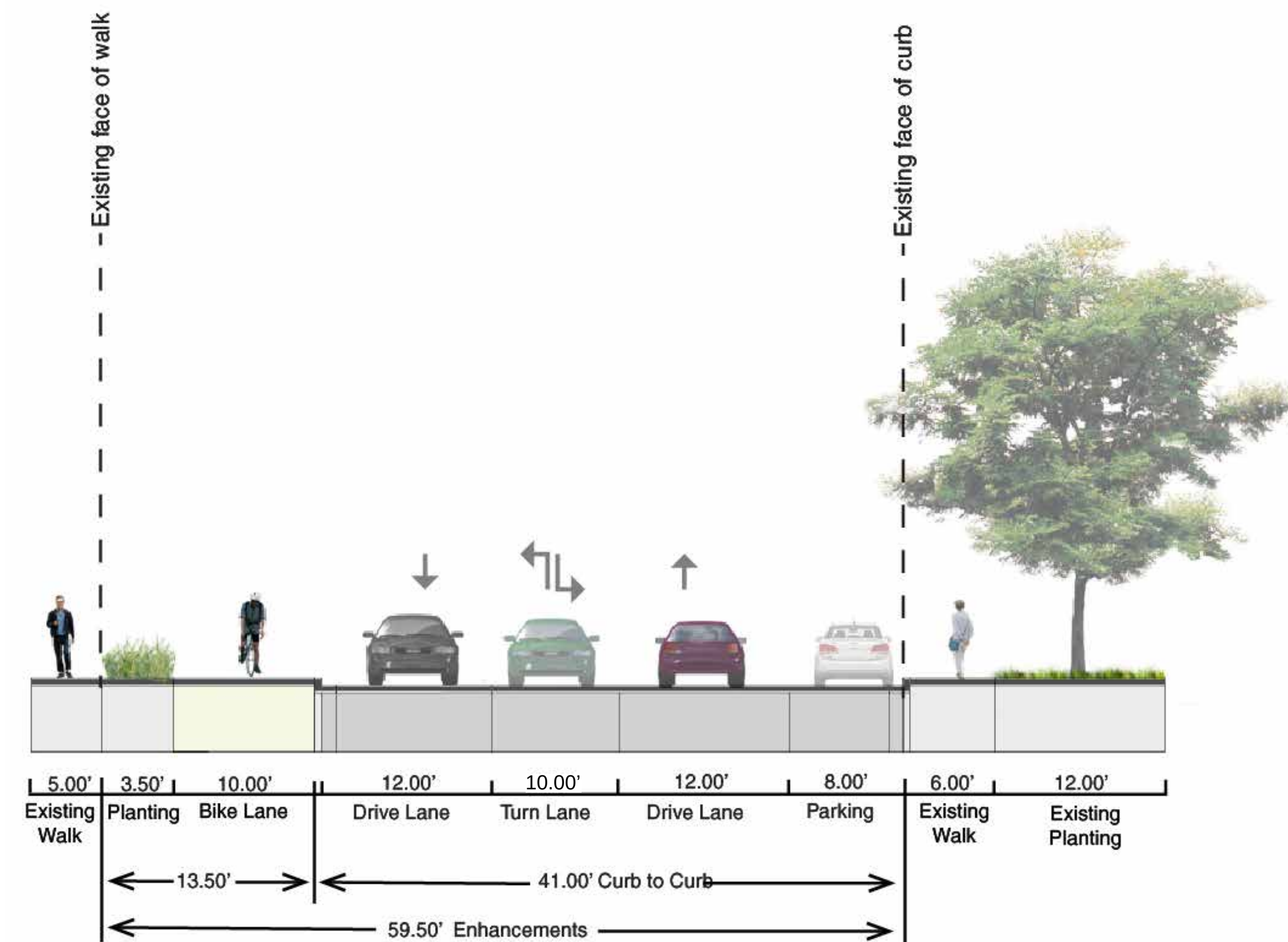


Opportunities

- Minimal construction impact.
- Maintains 26 existing trees.
- 2.5' concrete bike lane buffer from street.
- Pedestrians and bikes have separate paths.
- Extended turn pocket at Ferndale intersection.
- Turn pocket at Barry Ave.

Constraints

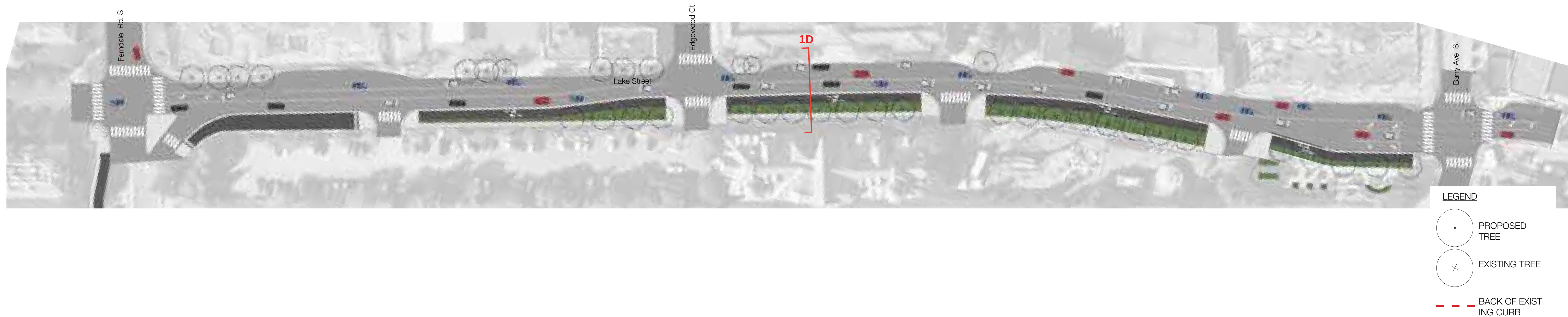
- Continuous turn lane is not feasible.
- Turning movements into business / entry drives may cause delays.
- Block East of Ferndale has limited trees and mixes pedestrians and bike to achieve extended stacking.
- Tree lawn is not wide enough for street trees at Barry Ave.



Section 1C

DAKOTA REGIONAL TRAIL EXTENSION - OPTION 1D

WLE Enhancements from back of existing walk with extended stacking at Ferndale and improvements to existing conditions at Barry Ave.

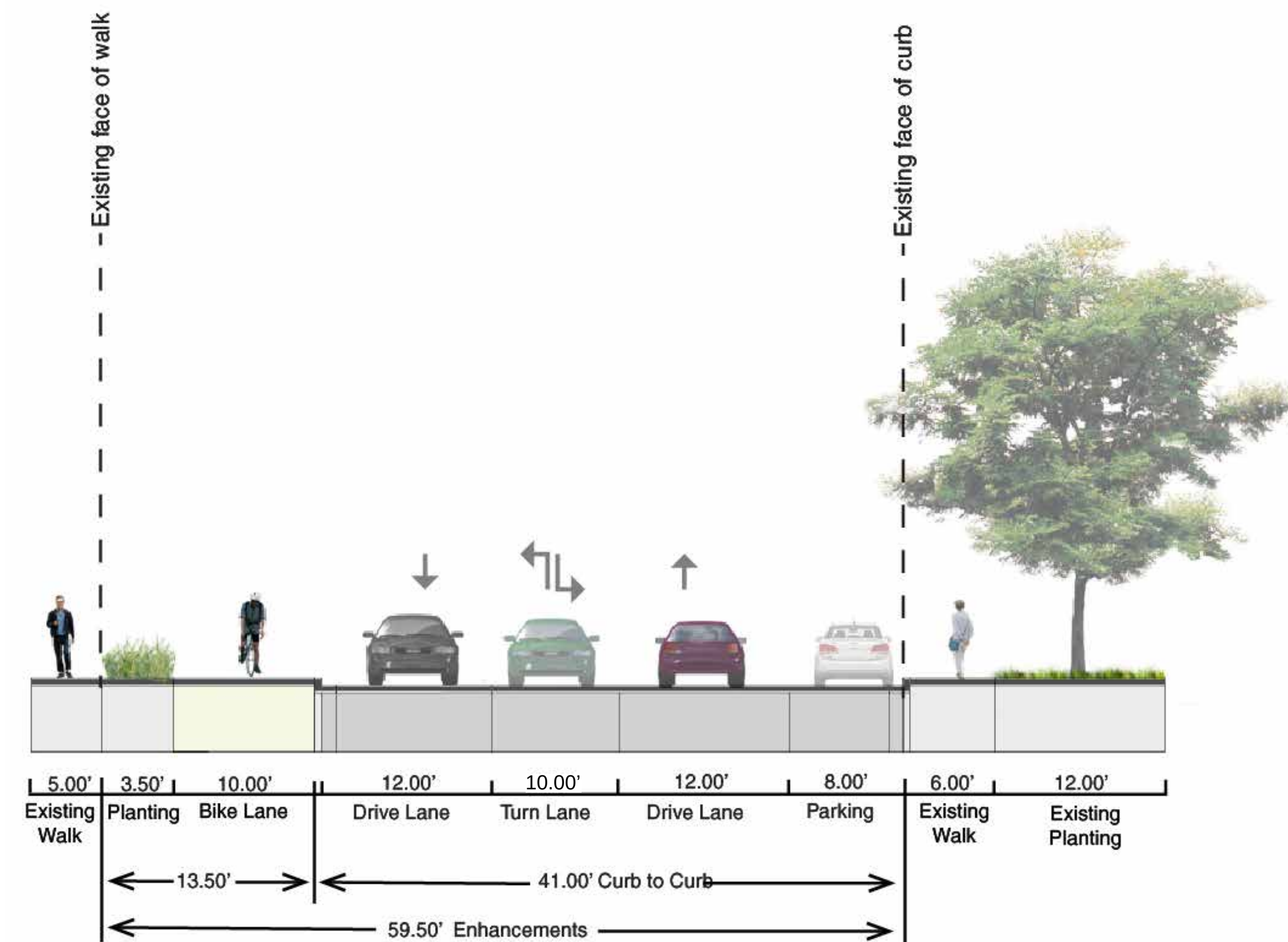


Opportunities

- Minimal construction impact.
- Maintains 26 existing trees.
- 2.5' concrete bike lane buffer from street.
- Pedestrians and bikes have separate paths.
- Extended turn pocket at Ferndale intersection.
- Turn pocket at Barry Ave.

Constraints

- Continuous turn lane is not feasible.
- Turning movements into business / entry drives may cause delays.
- Block East of Ferndale has limited trees and mixes pedestrians and bike to achieve extended stacking.
- Existing planting needs to be removed to have street trees at the Barry Ave. intersection.



Section 1D

CITY OF WAYZATA

RESOLUTION NO. 13-2019

RESOLUTION APPROVING SCHEMATIC DESIGN FOR THE REALIGNMENT OF THE DAKOTA RAIL REGIONAL TRAIL FROM FERNDAL RD S TO BARRY AVE S

WHEREAS, the City Council adopted Resolution No. 30-2018 finalizing the Lake Effect design validation process and defining the scope for Lake Street, Lake Street Plaza, and Depot Park on June 19, 2018; and

WHEREAS, the scope of the Lake Street project between Broadway Ave S and Barry Ave S includes a dedicated 10-foot wide bike lane on the south side of Lake Street with a planted buffer between the bike lane and the pedestrian walkway; and

WHEREAS, the City Council approved a contract with Civitas on January 8, 2019, contingent on funding from Three Rivers, to study the realignment of the Dakota Rail Regional Trail from Ferndale Rd S to Barry Ave S to connect with the Lake Street project between Barry Ave S and Broadway Ave S; and

WHEREAS, the City and Civitas developed design options for the trail realignment; and

WHEREAS, Three Rivers Park District has partnered with the City on this project and provided valuable feedback; and

WHEREAS, feedback on the trail realignment was gathered from the community through stakeholder meetings with property and business owners, public open house on February 6, 2019, community survey, and a City Council workshop; and

WHEREAS, in order to continue with design development for the Lake Effect Project, the alignment of the trail needs to be determined;

NOW, THEREFORE, BE IT RESOLVED, that based on the Lakefront Taskforce Report, Lakefront Final Framework Report, core values of the Schematic Design, Wayzata 2040 Vision Report, and feedback from community and stakeholder engagement, the Wayzata City Council hereby approves Option 1C, as depicted on Attachment A, as the preferred design for the realignment of the Dakota Rail Regional Trail, and approves the removal of the island at the Ferndale Rd S/Lake St E intersection.

Adopted by the Wayzata City Council this 5th day of March, 2019.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution Adopted.

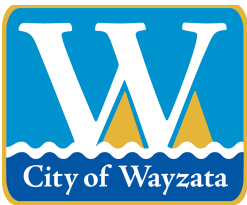
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 5, 2019.

Kathy Leervig, City Clerk

SEAL

Attachment A
Option 1C

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 8.b.
TITLE: Consider Resolution 10-2019 Approving a Conditional Use Permit for Penny's Coffee at 800 Lake Street East	
PROPOSED MOTION: To Adopt Resolution 10-2019	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

City staff recommends that the City Council adopt the resolution approving the Conditional Use Permit (CUP), which is consistent with the Planning Commission's recommendation.

FINANCIAL OR BUDGET CONSIDERATION:

The development application does not have any impact on the City's 2019 general fund budget.

BACKGROUND:

Application Overview

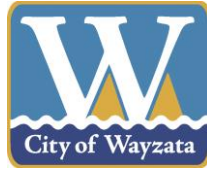
The applicant, Foley Schmidt of Penny's Coffee, and the property owner, The Dietrich Co Family Limited Partnership, have submitted a development application to construct a coffee shop within the existing mixed use building at 800 Lake Street East. The development application requests approval of a CUP for joint parking facilities.

Planning Commission Review

The Planning Commission reviewed the application and held a public hearing at its meeting on February 4, 2019. One person spoke at the public hearing in support of the application. After its review, the Planning Commission voted seven (7) in favor and zero (0) opposed to adopt a report and recommendation for approval of the development application.

ATTACHMENTS:

1. March 5, 2019 Staff Report
2. February 4, 2019 Planning Commission Meeting Minutes
3. Draft Resolution No. 10-2019
4. Planning Commission Report and Recommendation



**Staff Report
March 5, 2019**

Project Name: Penny's Coffee
Addresses: 800 Lake Street East
Prepared by: Jeff Thomson, Director of Planning and Building
"60 Day" Deadline: March 29, 2019

Development Application

Introduction

The applicant, Foley Schmidt of Penny's Coffee, and property owner, The Dietrich Co Family Limited Partnership, have submitted a development application to construct a coffee shop within the existing mixed use building at 800 Lake Street East. The development application requests approval of a conditional use permit for joint parking facilities.

Property Information

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

Address	PID	Owner
800 Lake Street E	06-117-22-42-0042	The Dietrich Co Fmly Ltd Ptn

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

Current zoning:	C-4B Central Business District
2030 comp plan designation:	Central Business District
Overlay districts:	Shoreland Overlay, Lake Street District

Project Location

The property is located at the intersection of Lake Street E and Superior Boulevard:

Map 1: Project Location



Application Requests

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

- A. Joint Parking Conditional Use Permit: The zoning ordinance states that the City may approve a conditional use permit for one or more uses to provide the required off-street parking by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each use or site. (City Code Section 920.09.A)

Adjacent Land Uses.

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

Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	City-owned parking lot	C-4B Central Business District	Central Business District
East	Cross Creek Shoppes	C-2 Shopping Center Business District	Central Business District
South	BNSF Railroad	N/A	N/A
West	Starbuck's Coffee	C-4B Central Business District	Central Business District

Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly* on January 24, 2019. The public hearing notice was also mailed to all property owners located within at least 350 feet of the subject property on January 24, 2019.

Analysis of Application

Proposed Coffee Shop

The property is the site of Cross Creek Shoppes, a multi-tenant mixed use building that contains first floor retail and service commercial uses, and upper floor office space, storage, and a residential apartment. The adjacent property to the east, 810 Lake St E, is also part of the Cross Creek Shoppes and is owned by the same party. The two separate buildings are internally connected. There is no parking lot or vehicular connection between the two sites, but there is a public sidewalk on Lake Street that provides pedestrian connection between the two properties.

Penny's Coffee has signed a lease with the property owner and is proposing to construct a 1,675 square foot coffee shop within the first floor of the building. The coffee shop would be open from 6:00 a.m. to 6:00 p.m., and would serve coffee, tea, and limited food items typical of a coffee shop. Coffee shops are a permitted use in the C-4B zoning district, and no zoning approval is required for the coffee shop use.

Off-Street Parking

The zoning ordinance requires on-site/off-street parking for all properties based on the uses that occupy the site. Although coffee shops are specifically identified as a permitted use in the zoning district, the zoning ordinance does not provide a specific parking requirement for coffee shops. In cases where the zoning ordinance does not provide a specific requirement, the zoning administrator may establish the parking requirement on the same basis for comparable uses.

City Staff has calculated the minimum parking requirement for the coffee shop based on the Institute of Transportation Engineers (ITE) average parking demand of 10.5 parking spaces per 1,000 square feet of net floor area. This ITE parking rate falls between the City's retail (3 per 1,000 nsf) and restaurant (15.2 per 1,000 nsf) parking requirements. Based on the ITE parking rate, Penny's is required to have 16 on-site parking stalls.

The existing retail and service commercial tenants in the building are also required to have on-site parking. With the other tenants and the proposed coffee shop, the site is required to have a total of 46 parking stalls. There are 28 existing parking spaces on the property, 25 of which are shared between the retail and service commercial tenants within the building. Therefore, the property does not have enough parking to meet the aggregate parking requirement for the uses within the building.

Joint Parking Facilities/Shared Parking

The City's parking ordinance allows the use of joint parking facilities for one or more uses to provide the required off-street parking by joint use of one or more sites where the total

number of spaces provided are less than the sum of the total required for each use or site. The zoning ordinance provides specific shared parking reductions for mixed use buildings that include retail, restaurant, office, and residential uses. However, the zoning ordinance does not provide a specific reduction for coffee shops and other types of retail uses, even though it would be expected that the peak hours would be at different times.

Therefore, City staff recommended that the applicant conduct a parking study that determined: (1) the current utilization of parking at the Cross Creek Shoppes, and (2) the anticipated parking demand for Penny's based on their existing location in Linden Hills. The parking study is attached to this report. The key findings of the parking study include:

- The peak parking utilization for the existing tenants is 14 of 25 stalls, which occurred at 2:00 p.m., and also included several people that were visiting businesses on adjacent properties.
- The peak parking demand for Penny's is between 7:00 and 10:00 a.m., when the existing parking lot for Cross Creek Shoppes is underutilized.
- There is adequate parking on the Cross Creek property to accommodate the anticipated parking demand for Penny's Coffee.

Joint Parking Requirements

The zoning ordinance outlines the following requirements for joint parking facilities:

- Proximity. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within 300 feet of such parking facilities.

Finding: The parking facilities are located on the same property as applicable uses, and the parking lot is less than 300 feet from the building.

- Conflict in Hours. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.

Finding: The applicant has submitted a parking study that shows no substantial conflict in operating hours of the uses.

- Written Consent and Agreement. A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities, duly approved as to title of grantors or lessors, and form and manner of execution by the City Attorney, shall be filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of titles, and a certified copy of the recorded document shall be filed with the City within 60 days after approval of the joint parking use by the City.

Finding: Since the parking facilities are located on the same property as the building and other uses, a written agreement is not required.

Action Steps

After considering the items outlined in this report and the public hearing held at the meeting, the Planning Commission should direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the application for review and adoption at the next Planning Commission meeting.

Attachments

Applicant's Narrative

Site Plan

Floor Plan

Parking Study prepared by Westwood Professional Services

Applicable Code Provisions for Review

Conditional Use Permits: City Code Section 904.02.F states that the Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

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



To: City of Wayzata Planning Commissioners, City Council, Mayor, and Staff

From: Foley Schmidt
Chief Executive Officer
Penny's

Re: Penny's Wayzata

I spend much of my time in the city of Wayzata and have grown to love Wayzata. From dining at local restaurants like Cov, Bellecour, and Benedict's, to attending dance recitals at Wayzata Middle School for my niece, to walking the paths on the lake's shoreline, Wayzata has become a second home. I am confident that opening a Penny's in Wayzata will only add to the best in class offerings Wayzata already has!

The story of Penny's began nearly 3 years ago, when our founder, Congressman Dean Phillips, realized the need for a community-driven café that provides an escape from daily routine. Together, we theorized an environment that focuses on three principles: community, coffee, and conversation.

Penny's believes in supporting our community, from paying livable wages (we pay our People a minimum of \$15 / hour), to procuring the highest quality ingredients from local purveyors for our made-from-scratch food and drink. We are committed to offering a place where **ALL** People are welcome.

Our first cafe opened in October 2016 in the lobby of 100 Washington near downtown Minneapolis and our second cafe opened in August 2017 in the Linden Hills neighborhood of Minneapolis. Our focus of serving our community has proven to be a successful model, and we are extremely excited about serving the great community of Wayzata.

As you are aware, we have run into cost prohibitive issues during this process - these include parking and the installation of a sprinkler system. The implications of these items could total \$250K, increasing the cost of our cafe by up to 66% and putting significant financial strain on our organization. While we have already agreed to pay \$92K for the installation of a sprinkler system, and we believe that there is adequate parking as it currently stands at the Crosscreek Shoppes, based on the results of the parking study.

Thank you for your time and consideration. We look forward to finding a mutually beneficial solution and becoming part of the DNA of the Wayzata community.

A handwritten signature in black ink, appearing to read "Foley Schmidt".

Foley Schmidt
Chief Executive Officer
Penny's Coffee

Conditional Use Request – Penny’s Coffee

Upon Plan Review application being submitted, Penny’s Coffee was informed that the City of Wayzata expressed zoning concerns in regard to the parking at the property 800 East Lake Street, also known as Crosscreek Shoppes. At that time, the question as to whether Penny’s Coffee was a coffee shop or a restaurant was asked.

Penny’s Coffee did a comparison of their menu items and hours of operation to Starbucks Coffee and Caribou Coffee. It found strong similarities in their menu to the Starbucks on Wayzata Boulevard, but shorter operating hours than both Starbucks and Caribou. Penny’s Coffee plans to mimic the operating hours of their Linden Hills location from 6am to 6pm.

Coffee & Espresso			
Cold To-Go 16 & 20 oz Hot To-Go 12 & 16 oz *Most Drinks Available Iced			
ESPRESSO.....	3	CAPPUCCINO.....	4.25
SINGLE ORIGIN ESPRESSO	3.25	MACCHIATO.....	3.75
AMERICANO.....	3.5, 4	NOISETTE.....	4
DRIP		HOT CHOCOLATE.....	4, 4.5
To-Stay.....	3.5	CHAI LATTE.....	4.5, 5
To-Go.....	3, 3.5	GOLDEN LATTE.....	5.5, 5.75
LATTE.....	4.5, 5	MATCHA LATTE.....	5.25, 5.5
MOCHA.....	5, 5.5		
MILK.....	5, 5.5		
Out Milk	1	Vanilla	1
Almond Milk	1.5	Chocolate	1
4SA Honey	.75	Salted Caramel	1.5
Extra Shot	1	Lavender	1
La Colombe PURE BLACK..... 4.75, 5.5			
La Colombe DRAFT LATTE..... 5.25, 5.75			
Tea			
Black, Green, or Herbal Iced Tea			
To-Stay..... 4.5			
To-Go..... 4, 4.75			
All Hot Tea (see below)..... 4.5			
BLACK	GREEN	HERBAL	WHITE
Penny's Black	Penny's Green	Penny's Herbal	Penny's White
Earl Grey	Gunpowder	Ginger Basil Lemongrass	

*Craving a drink you don't see? Ask your barista!

Penny's Principle

We believe in supporting our community. From paying livable wages, to procuring the highest quality ingredients from local purveyors for our made-from-scratch food and drinks, we are committed to offering a remarkable experience every time you visit. Thank you for supporting Penny's - and this neighborhood.

Good Morning	
Served all day	
BOWL OF GRANOLA..... 7	LINDA'S FAMOUS
House-made granola with almonds, cashews, coconut flakes, chia and pumpkin seeds, quinoa, golden raisins dried mango, and sour cherries	AVOCADO TOAST..... 9
LHM BREAKFAST SANDO..... 10	Smashed avocados, black pepper, radish chips maldon sea salt
Lowry Hill Meats breakfast sausage patty, american cheese, curried egg salad on an english muffin with a small penny's tangle and lemon vinaigrette	PENNY'S BAKED GOODS..... MKT
	Assorted croissants, cookies, scones & more
Crepes	
Available gluten free, dairy free for	
JIAN BING..... 12	SALTED HONEY BUTTER..... 7
Chinese street crepe with scallions, cheddar cheese, chili and hoisin sauce, cilantro, kaffir lime roasted peanuts, chili flakes, and sriracha mayo	4SA Honey, maldon sea salt, and turmeric brown butter
HAM & GRUYERE..... 12	CINNAMON & SUGAR..... 7
Black Forest ham, grated gruyere, mustard aioli, and black pepper, with a small Penny's tangle and lemon vinaigrette	Cinnamon, sugar, sweet cream butter
MOZZARELLA, TOMATO, & BASIL..... 12	CHOCOLATE CHIP..... 7.5
Mozzarella, cracked black pepper, fresh basil, and our house-made sundried tomato pesto, with a small Penny's tangle and lemon vinaigrette	Chocolate chips and sweet cream butter
	BANANA NEWTELLA..... 9
	Sliced banana, organic Noccolata, and roasted hazelnuts
Sandwiches	
Add small Penny's Tangle (side salad) for \$1.	
TUNA DEAN..... 13	PIA'S EGG SALAD..... 11
Penny's tuna salad, bibb lettuce, pickled cucumbers, red onions on toast	Curried egg salad, cilantro, pickled cucumbers and red onions, and hydroponic bibb lettuce on toast
Salads	
Add chicken, egg salad, tuna salad, or avocado to any salad for \$3 each	
COCONUT KALE SALAD..... 12	HO MUHNG SALAD..... 12
Kale lettuce, turmeric-ginger vinaigrette, coconut flakes, dried mango, chickpeas, organic quinoa, sunflower seeds	Our take on an American-Chinese lunchtime classic. Blonde frisee, baby arugula, mint, carrot, crispy potatoes, black sesame seeds

Since the City of Wayzata does not have specific parking requirements for coffee shops in Municipal Code 920.11, the ITE parking standard is being utilized. The ITE standard for coffee shops is 10.5 parking spaces per 1000 square feet, which would require Penny’s Coffee to supply 16 parking spaces or take part of the Fee In Lieu of Parking program.

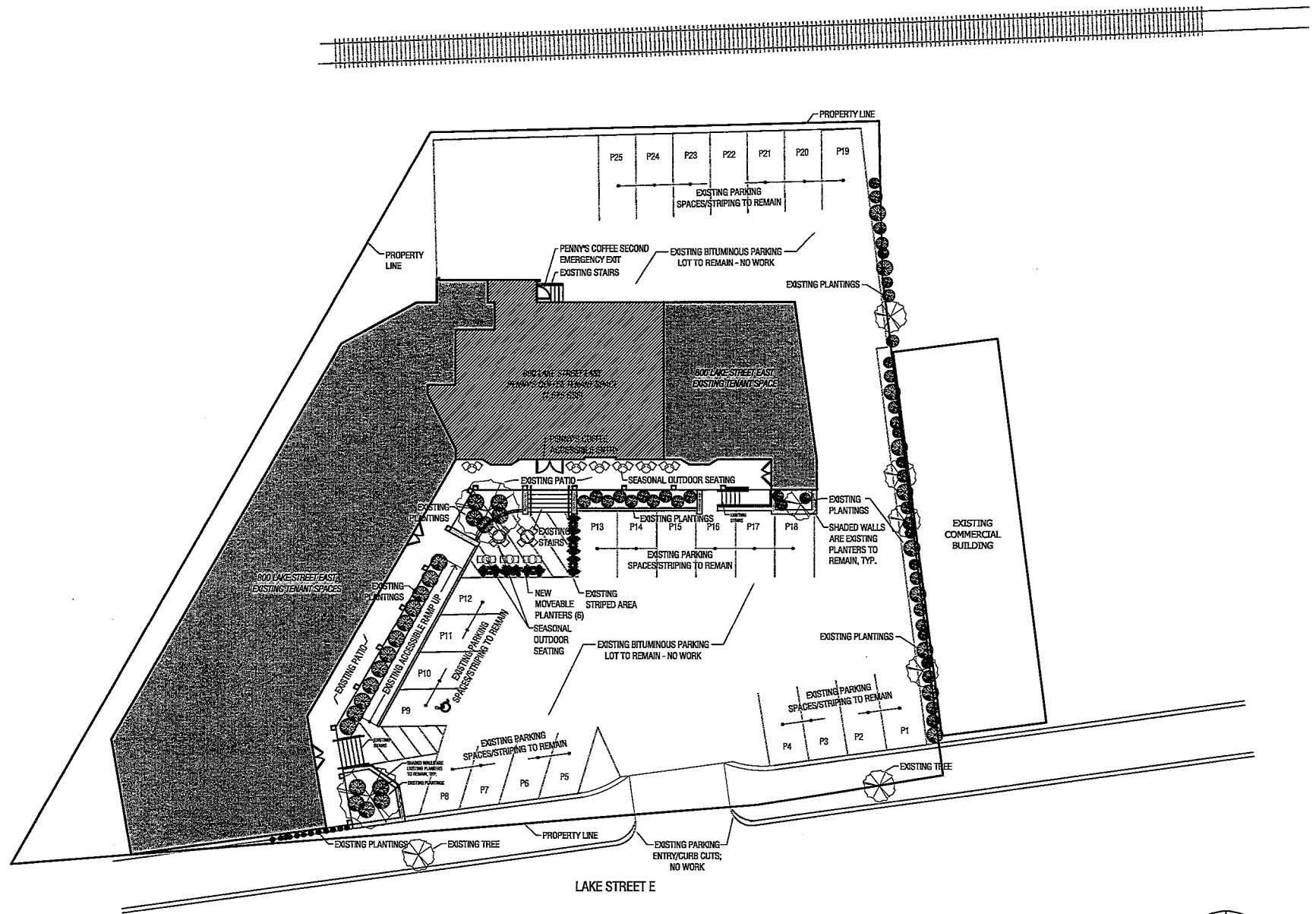
While Crosscreek Shoppes provides 28 parking spaces on the 800 East Lake Street parcel, the parking is allocated to the current office and retail tenants of 800 East Lake Street parcel at three parking spaces per 1000 square feet.

Penny's Coffee engaged a transportation consulting firm, Westwood, to perform a parking study at both the Crosscreek Shoppes (on both parcels of land) and Penny's Coffee Linden Hills location. Penny's Coffee Linden Hills has a similar footprint and demographic profile as the planned store in Wayzata, although their store in Linden Hills does not provide a dedicated parking lot and is clustered with seven other retailers. Also, they are not located in a high pedestrian location such as downtown Wayzata.

The parking studies were performed on the two busiest days for Penny's Coffee, Friday and Saturday. The highest point of traffic for Penny's Coffee is from 6am to 10am with a high level of grab and go, before the retailers' stores are open. The highest point of traffic for Crosscreek Shoppes shows that the available parking spaces meet the ITE standards, according to Westwood.

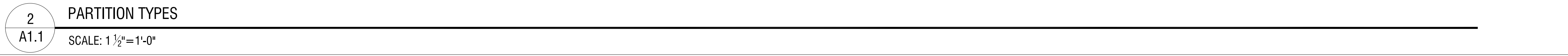
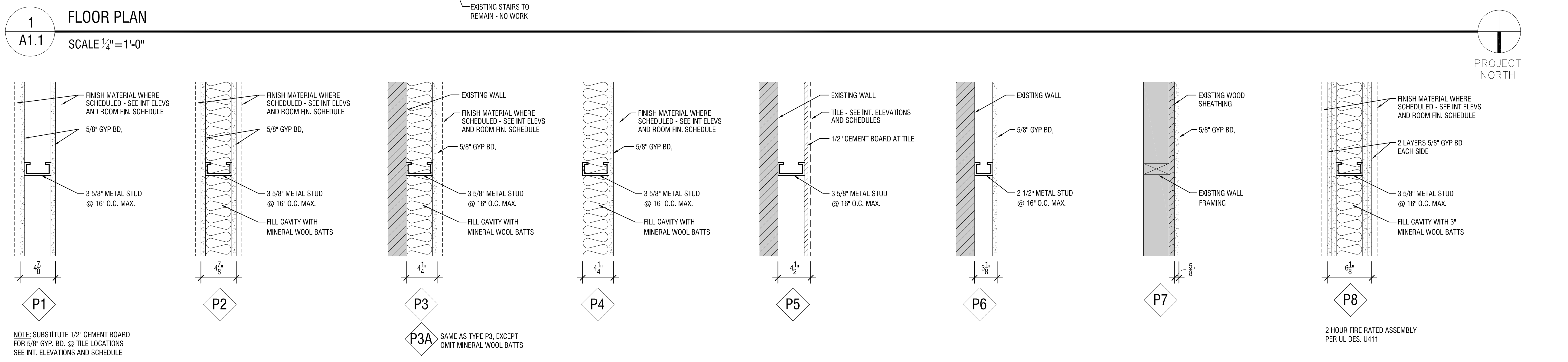
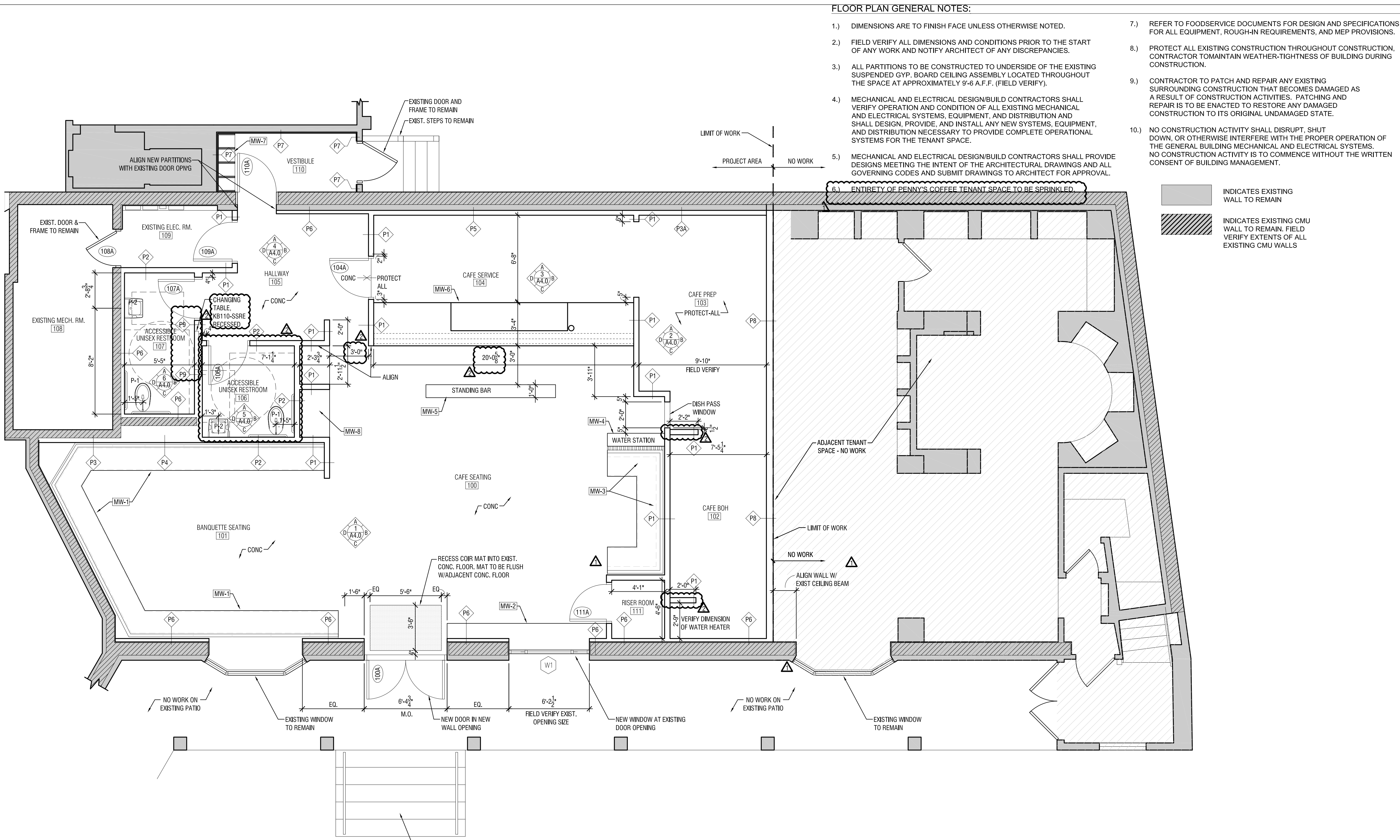
Also, the parking study does show that some neighboring businesses use the Crosscreek Shoppes and Penny's Coffee plans on putting parking signage for the building's tenants, as well as specific parking signage for 15 minute parking spaces to accommodate the high level of grab and go customers.

Penny's Coffee requests a Conditional Use Permit allowing that the parking lot at 800 East Lake Street provides sufficient parking.



1 Penny's Coffee Wayzata - Site Plan
 S0 1/32" = 1'-0"





Architect
Architect

© 2008

james dayton design

1515 central street ne t 612. 338.0005
minneapolis, mn 55413 f 612. 338.0141

Structural Engineer

VAA ENGINEERING
2300 Berkshire Lane North
Suite 200
Plymouth, MN 55441

Phone: 763.559.9100
Facsimilie: 763.559.0378

General Contractor

SHERBURNE SLATER CONSTRUCTION
15710 Minnetonka Blvd.
Minnetonka, MN 55345

Phone: 612.655.7450

Seal

JAMES G. DAYTON
LICENSED ARCHITECT
#26013
STATE OF MINNESOTA

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a Registered Architect under the Laws of the State of Minnesota.

Client

PENNY'S COFFEE
800 LAKE STREET E.
WAYZATA, MINNESOTA

ISSUE / REVISION

MARK	DATE	DESCRIPTION
A	12/7/18	SPRINKLERS; MOVE TENANT WALL
A	1/2/19	MISC.

dwg files:

ISSUED FOR CONSTRUCTION
10-17-18

FLOOR PLAN AND PARTITION TYPES

A1.1

Page 140 of 219

MEMORANDUM

Date: January 25, 2019

Re: **Penny's Coffee Parking Study, Wayzata, MN**
File #R0021775.00

To: Foley Schmidt, President, Penny's Coffee

From: Steve Manhart, P.E. PTOE, PTP

Westwood Professional Services has been retained to prepare a parking/traffic study for the Penny's Coffee site proposed for the Cross Creek Shoppes in Wayzata, MN. The purpose of this study is to determine the existing and proposed parking availability to accommodate the coffee shop.

It is our understanding that the City is most concerned with parking availability adjacent to the site of the proposed coffee shop, and has indicated a parking requirement in excess of what is available at the site. Concern has also been raised that customers of the neighboring Starbucks coffee shop will park in the Cross Creek lot and walk next door to buy coffee. An element of this analysis has been to determine the extent to which Cross Creek parking is impacted by Starbucks customers.

Parking Lot Observations

To determine the extent of parking availability, Westwood deployed video cameras at four locations in the shopping center to capture peak parking occupancy and to compare availability in the area of the proposed coffee shop. These cameras were deployed at the center on Friday, January 11th and Saturday, January 12th, 2019. These video cameras captured the number of vehicles parked in the center's parking lots based on time of day.

Once the cameras were retrieved, Westwood staff reviewed the video feeds and tallied the vehicle occupancy and parking availability in the lots. The parking information was collated and analyzed based on time of day.

Westwood looked at two main areas of analysis – the entire parking area of the Cross Creek Shoppes, and also more specifically the northwest corner parking lot nearest the existing Starbucks Coffee shop. Figure 1 illustrates these parking fields analyzed.

Figure 1: Cross Creek Shoppes Study Area, Wayzata, MN



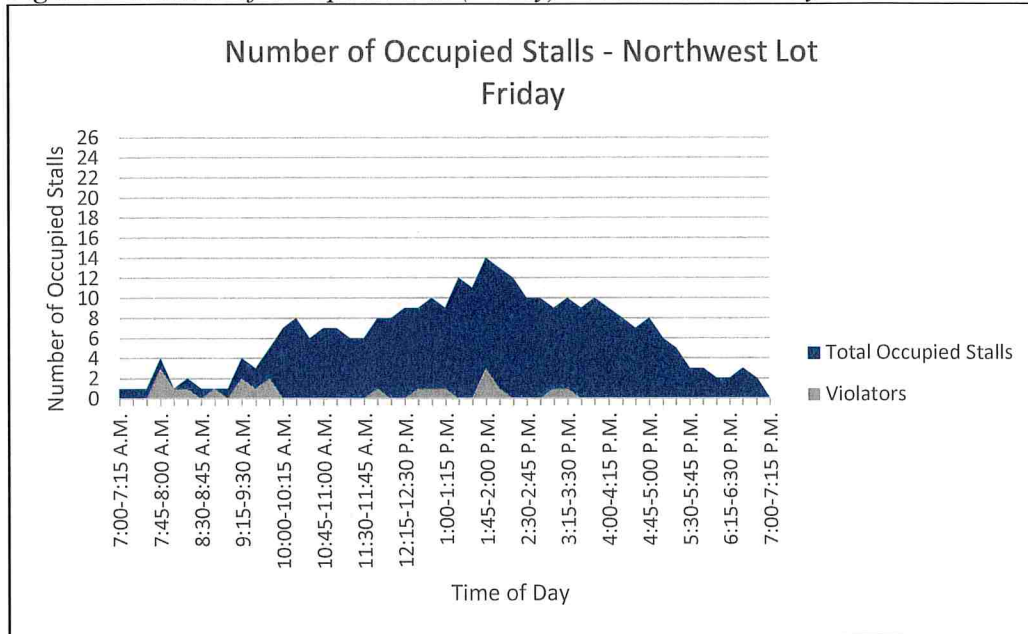
(Source: Westwood Professional Services, and Google Maps, 2019)

While tallying overall parking occupancy, Westwood was asked to take note of potential “violators” who park in the Cross Creek Shoppes lot and then walk to the Starbucks Coffee shop. From this analysis, the peak parking occupancy on a typical Friday was 14 stalls which occurred at 2:00 – 2:15 p.m. Of that total, three stalls were occupied by “violators” who parked in the Northwest Lot of Cross Creek Shoppes and then walked to other businesses (e.g., Starbucks, etc.). These findings are shown graphically on Figure 2.

When looking at the overall parking occupancy on that Friday throughout the entire parking fields of Cross Creek Shoppes, the peak parking occupancy is 47 stalls of the potential 85 stalls available. These findings are shown graphically on Figure 3.

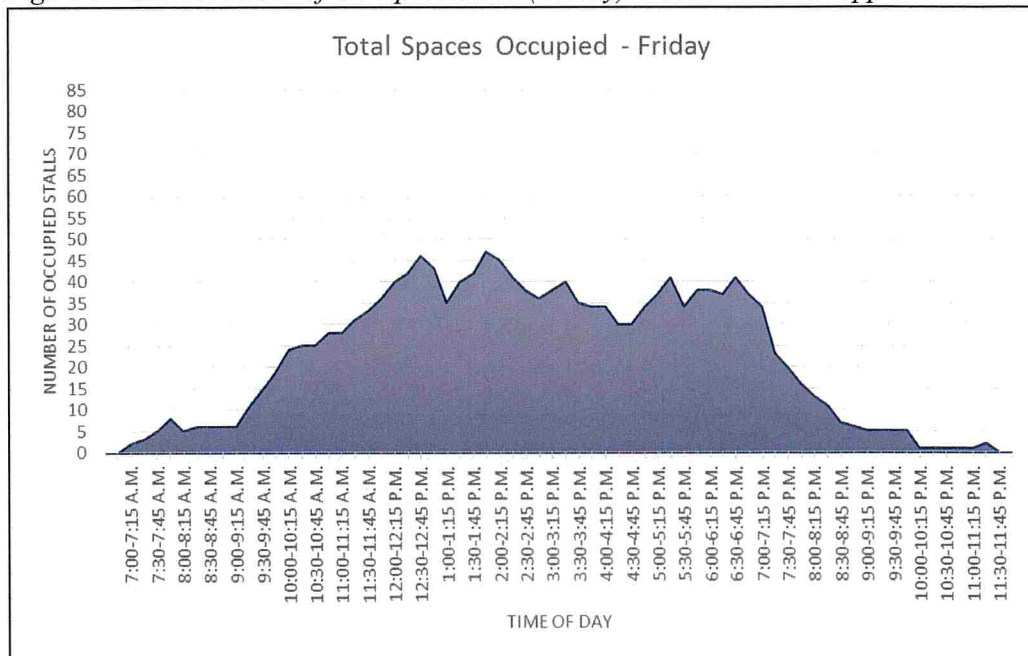
Westwood realizes that Saturday traffic patterns differ from weekday traffic patterns. Thus, parking occupancy was tested for Saturday. Figure 4 shows the Saturday parking occupancy for the Northwest Lot (including “violators”), and Figure 5 shows the total Saturday parking occupancy for the entire center.

Figure 2: Number of Occupied Stalls (Friday) – Northwest Lot Only



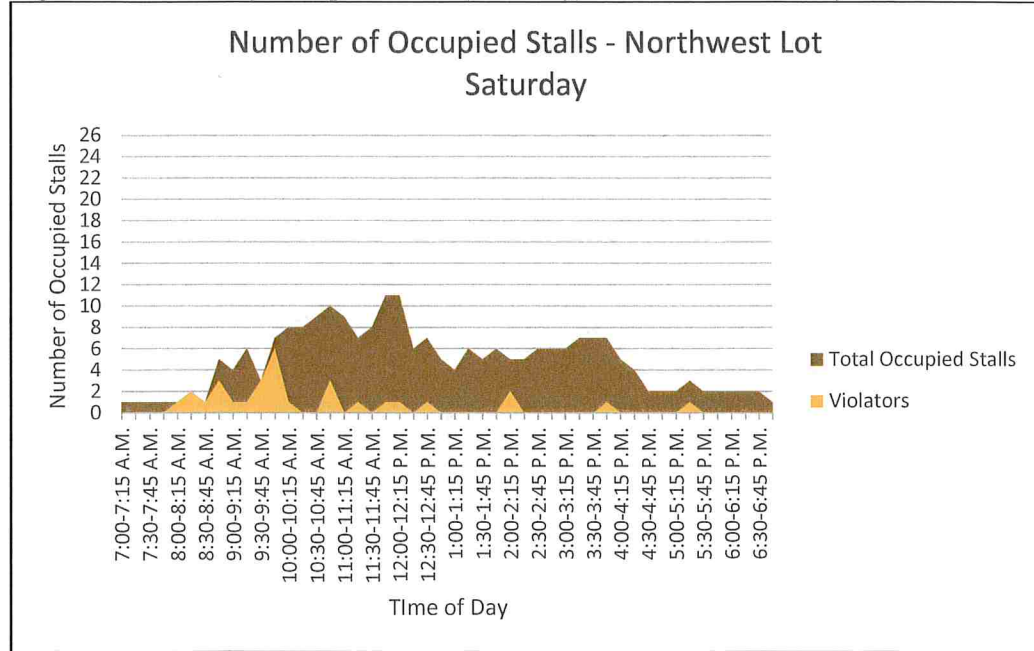
(Source: Westwood Professional Services, 2019)

Figure 3: Total Number of Occupied Stalls (Friday) – Cross Creek Shoppes



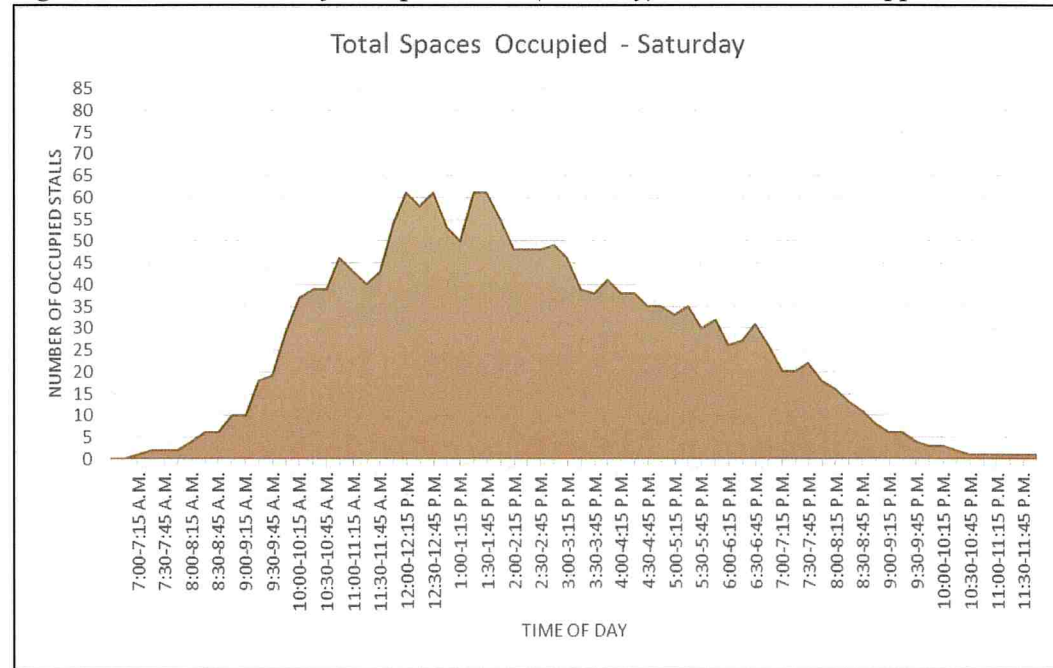
(Source: Westwood Professional Services, 2019)

Figure 4: Number of Occupied Stalls (Saturday) – Northwest Lot Only



(Source: Westwood Professional Services, 2019)

Figure 5: Total Number of Occupied Stalls (Saturday) – Cross Creek Shoppes



(Source: Westwood Professional Services, 2019)

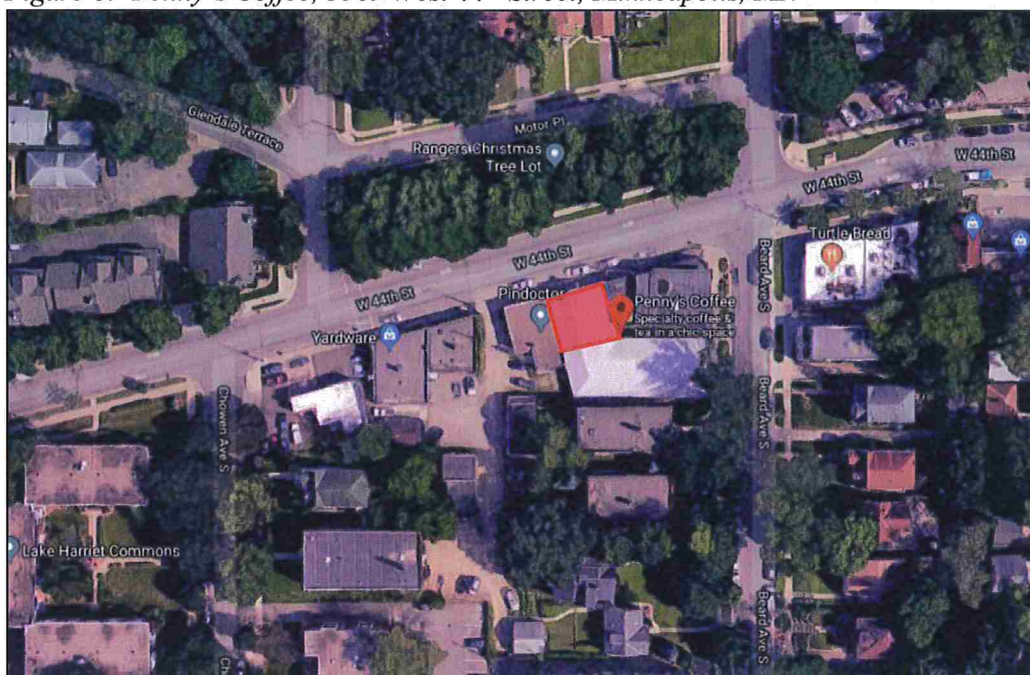
In each case, there are at least 12 stalls available in the Northwest Lot throughout the weekday and at least 38 stalls unoccupied within the entire center throughout the weekday. Similarly, on Saturdays, there are at least 15 stalls available in the Northwest Lot and at least 34 stalls unoccupied throughout the entire center.

There were as many as three parking “violators” in the Northwest Lot recorded on a Friday and as many as six “violators” recorded on a Saturday. If these “violators” were prohibited from parking in the Northwest Lot, the number of available stalls would be even greater.

Coffee Shop Comparison

Penny’s Coffee operates an existing coffee shop in the Linden Hills district of Minneapolis at 3509 West 44th Street (See Figure 6). While that location does not have a designated off-street parking lot, there are a few on-street stalls along West 44th Street and along Beard Avenue South. Business hours for the Linden Hills location are 6:00 a.m. to 6:00 p.m.

Figure 6: Penny’s Coffee, 3509 West 44th Street, Minneapolis, MN

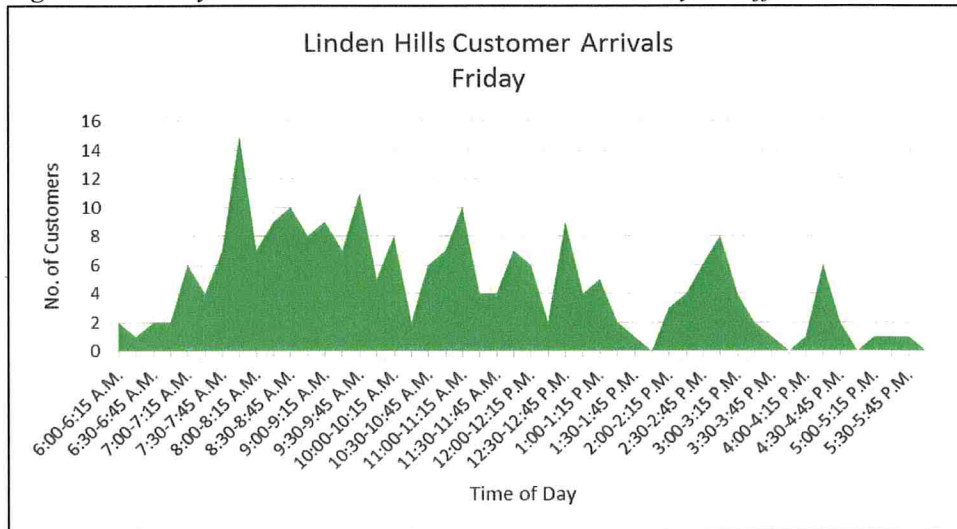


(Source: Google Maps, 2019)

On Friday, January 18th and Saturday, January 19th, 2019, Westwood deployed video cameras near the Linden Hills location. Given the site layout, it was impossible to

accurately record customer parking patterns. Therefore, Westwood observed customer walk-up arrival patterns. Peak hours for customers were recorded between 7:30 – 8:30 a.m. on Friday. Figure 7 illustrates the Friday customer arrivals by time of day.

Figure 7: Friday Customer Arrivals – Linden Hills Penny's Coffee



(Source: Westwood Professional Services, 2019)

On Saturday, the Linden Hills location recorded a peak customer arrival of 32 people between 8:00 and 9:00 a.m. Figure 8 illustrates the Saturday customer arrivals by time of day.

Figure 8: Saturday Customer Arrivals – Linden Hills Penny's Coffee



(Source: Westwood Professional Services, 2019)

Conclusions and Recommendation

While it would be imprudent to draw a direct correlation between the customer arrival patterns of the Linden Hills location to the proposed Wayzata location, one can say a likely peak hour for the coffee shop will be sometime between 7:00 a.m. and 9:00 a.m. during weekdays and sometime between 8:00 a.m. and 10:00 p.m. on Saturdays.

Given these assumptions, it appears there are adequate numbers of unoccupied stalls, both in the Northwest Lot and in the entire Cross Creek Shoppes parking field to accommodate the parking demand of the proposed coffee shop. The period between 7:00 a.m. and 9:00 a.m. on Friday had 22 stalls unoccupied in the Northwest Lot (not counting three that were occupied by “violators”). Similarly, the period between 8:00 and 10:00 a.m. on Saturday had 18 stalls unoccupied in the Northwest Lot.

Therefore, it appears that the Cross Creek Shoppes has adequate parking availability to accommodate the addition of the Penny’s Coffee shop. Between the Northwest Lot and the remaining lot space throughout the center, at no time was parking observed to be in short supply.

It would seem prudent to take measures to prohibit those who park in the Cross Creek Shoppes parking lots but do not shop there (i.e., “violators”). Whether through passive signs or active towing service operation, limiting the parking to those who utilize Cross Creek Shoppes will serve to increase the available parking supply.

The full set of findings appears in the Appendix following this report.

APPENDIX

Cross Creek Shoppes Observations

- **Table A-1 – Friday Parking Observations – 01/11/2019**
- **Table A-2 – Saturday Parking Observations – 01/12/2019**

Penny's Coffee Linden Hills Observations

- **Table A-3 – Friday Customer Observations – 01/18/2019**
- **Table A-4 – Saturday Customer Observations – 01/19/2019**

Table A-1 – Friday Parking Observations – 01/11/2019

Time	Vehicle Trips				Violator Parking		Total Spaces	Percent Occupied	Percent Vacant
	East Side		West Side		East Side	West Side			
	Entering	Exiting	Entering	Exiting					
7:00-7:15 A.M.	1	0	1	0	0	0	83	2%	98%
7:15-7:30 A.M.	1	0	0	0	0	0	82	4%	96%
7:30-7:45 A.M.	2	0	0	0	0	0	80	6%	94%
7:45-8:00 A.M.	0	0	1	1	0	3	77	9%	91%
8:00-8:15 A.M.	1	1	0	4	0	1	80	6%	94%
8:15-8:30 A.M.	1	1	0	0	0	1	79	7%	93%
8:30-8:45 A.M.	2	1	0	1	0	0	79	7%	93%
8:45-9:00 A.M.	0	0	0	1	0	1	79	7%	93%
9:00-9:15 A.M.	0	0	0	0	0	0	79	7%	93%
9:15-9:30 A.M.	3	1	2	1	0	2	74	13%	87%
9:30-9:45 A.M.	5	0	0	2	0	1	70	18%	82%
9:45-10:00 A.M.	3	1	1	1	0	2	66	22%	78%
10:00-10:15 A.M.	4	1	3	1	0	0	61	28%	72%
10:15-10:30 A.M.	0	0	2	1	0	0	60	29%	71%
10:30-10:45 A.M.	2	0	1	3	0	0	60	29%	71%
10:45-11:00 A.M.	3	1	2	1	0	0	57	33%	67%
11:00-11:15 A.M.	3	3	1	1	0	0	57	33%	67%
11:15-11:30 A.M.	7	3	0	1	0	0	54	36%	64%
11:30-11:45 A.M.	6	4	1	1	0	0	52	39%	61%
11:45-12:00 P.M.	7	6	1	0	0	1	49	42%	58%
12:00-12:15 P.M.	10	6	2	2	0	0	45	47%	53%
12:15-12:30 P.M.	6	5	1	0	0	0	43	49%	51%
12:30-12:45 P.M.	6	2	0	1	0	1	39	54%	46%
12:45-1:00 P.M.	5	9	2	2	0	1	42	51%	49%
1:00-1:15 P.M.	3	10	1	3	0	1	50	41%	59%
1:15-1:30 P.M.	8	6	3	0	0	0	45	47%	53%
1:30-1:45 P.M.	5	2	2	3	0	0	43	49%	51%
1:45-2:00 P.M.	5	3	2	2	0	3	38	55%	45%
2:00-2:15 P.M.	6	7	2	4	0	1	40	53%	47%
2:15-2:30 P.M.	7	10	0	1	0	0	44	48%	52%
2:30-2:45 P.M.	4	5	0	2	0	0	47	45%	55%
2:45-3:00 P.M.	7	9	0	0	0	0	49	42%	58%
3:00-3:15 P.M.	7	4	0	2	0	1	47	45%	55%
3:15-3:30 P.M.	5	4	1	1	0	1	45	47%	53%
3:30-3:45 P.M.	2	6	2	3	0	0	50	41%	59%
3:45-4:00 P.M.	3	5	2	1	0	0	51	40%	60%
4:00-4:15 P.M.	3	2	1	2	0	0	51	40%	60%
4:15-4:30 P.M.	4	7	0	1	0	0	55	35%	65%
4:30-4:45 P.M.	7	6	0	1	0	0	55	35%	65%
4:45-5:00 P.M.	5	3	1	0	1	0	51	40%	60%
5:00-5:15 P.M.	9	4	1	3	0	0	48	44%	56%
5:15-5:30 P.M.	8	3	1	2	0	0	44	48%	52%
5:30-5:45 P.M.	5	10	0	2	0	0	51	40%	60%
5:45-6:00 P.M.	11	7	0	0	0	0	47	45%	55%
6:00-6:15 P.M.	9	11	1	2	3	0	47	45%	55%
6:15-6:30 P.M.	4	5	0	0	0	0	48	44%	56%
6:30-6:45 P.M.	7	5	1	0	1	0	44	48%	52%
7:45-7:00 P.M.	5	8	0	1	0	0	48	44%	56%
7:00-7:15 P.M.	4	5	0	2	0	0	51	40%	60%
7:15-7:30 P.M.	2	13	0	0	0	0	62	27%	73%
7:30-7:45 P.M.	0	3	0	0	0	0	65	24%	76%
7:45-8:00 P.M.	0	4	0	0	0	0	69	19%	81%
8:00-8:15 P.M.	1	4	0	0	0	0	72	15%	85%
8:15-8:30 P.M.	1	3	0	0	0	0	74	13%	87%
8:30-8:45 P.M.	0	4	0	0	0	0	78	8%	92%
8:45-9:00 P.M.	0	1	0	0	0	0	79	7%	93%

Table A-1 – Friday Parking Observations – 01/11/2019 (Cont'd.)

Time	Vehicle Trips				Violator Parking		Total Spaces	Percent Occupied	Percent Vacant
	East Side		West Side		East Side	West Side			
	Entering	Exiting	Entering	Exiting					
9:00-9:15 P.M.	0	1	0	0	0	0	80	6%	94%
9:15-9:30 P.M.	1	1	0	0	0	0	80	6%	94%
9:30-9:45 P.M.	0	0	0	0	0	0	80	6%	94%
9:45-10:00 P.M.	0	0	0	0	0	0	80	6%	94%
10:00-10:15 P.M.	0	4	0	0	0	0	84	1%	99%
10:15-10:30 P.M.	0	0	0	0	0	0	84	1%	99%
10:30-10:45 P.M.	0	0	0	0	0	0	84	1%	99%
10:45-11:00 P.M.	0	0	0	0	0	0	84	1%	99%
11:00-11:15 P.M.	0	0	0	0	0	0	84	1%	99%
11:15-11:30 P.M.	1	0	0	0	0	0	83	2%	98%
11:30-11:45 P.M.	0	2	0	0	0	0	85	0%	100%
11:45-00:00 A.M.	0	0	0	0	0	0	85	0%	100%

Table A-2 – Saturday Parking Observations – 01/12/2019

Time	Vehicle Trips				Violator Parking		Total Spaces	Percent Occupied	Percent Vacant
	East Side		West Side		East Side	West Side			
	Entering	Exiting	Entering	Exiting					
7:00-7:15 A.M.	0	0	1	0	0	0	84	1%	99%
7:15-7:30 A.M.	1	0	0	0	0	0	83	2%	98%
7:30-7:45 A.M.	0	0	0	0	0	0	83	2%	98%
7:45-8:00 A.M.	0	0	0	0	0	0	83	2%	98%
8:00-8:15 A.M.	2	0	0	1	0	1	81	5%	95%
8:15-8:30 A.M.	1	0	0	1	0	2	79	7%	93%
8:30-8:45 A.M.	1	0	0	2	0	1	79	7%	93%
8:45-9:00 A.M.	0	0	1	0	0	3	75	12%	88%
9:00-9:15 A.M.	1	0	0	2	0	1	75	12%	88%
9:15-9:30 A.M.	6	0	2	1	0	1	67	21%	79%
9:30-9:45 A.M.	4	0	0	6	0	3	66	22%	78%
9:45-10:00 A.M.	6	0	0	2	0	6	56	34%	66%
10:00-10:15 A.M.	8	1	2	2	0	1	48	44%	56%
10:15-10:30 A.M.	3	1	2	2	0	0	46	46%	54%
10:30-10:45 A.M.	2	3	1	0	0	0	46	46%	54%
10:45-11:00 A.M.	7	1	2	4	0	3	39	54%	46%
11:00-11:15 A.M.	2	4	1	2	0	0	42	51%	49%
11:15-11:30 A.M.	2	3	0	3	0	1	45	47%	53%
11:30-11:45 A.M.	2	0	2	1	0	0	42	51%	49%
11:45-12:00 P.M.	10	2	3	1	0	1	31	64%	36%
12:00-12:15 P.M.	9	2	4	5	0	1	24	72%	28%
12:15-12:30 P.M.	8	6	1	6	0	0	27	68%	32%
12:30-12:45 P.M.	5	3	0	0	0	1	24	72%	28%
12:45-1:00 P.M.	6	12	0	2	0	0	32	62%	38%
1:00-1:15 P.M.	5	7	1	2	0	0	35	59%	41%
1:15-1:30 P.M.	13	4	2	0	0	0	24	72%	28%
1:30-1:45 P.M.	5	4	0	1	0	0	24	72%	28%
1:45-2:00 P.M.	2	9	2	1	0	0	30	65%	35%
2:00-2:15 P.M.	6	12	1	4	0	2	37	56%	44%
2:15-2:30 P.M.	3	3	1	1	0	0	37	56%	44%
2:30-2:45 P.M.	10	11	1	0	0	0	37	56%	44%
2:45-3:00 P.M.	5	4	0	0	0	0	36	58%	42%

Table A-2 – Saturday Parking Observations – 01/12/2019 (Cont'd.)

Time	Vehicle Trips				Violator Parking		Total Spaces	Percent Occupied	Percent Vacant
	East Side		West Side		East Side	West Side			
	Entering	Exiting	Entering	Exiting					
3:00-3:15 P.M.	4	7	1	1	0	0	39	54%	46%
3:15-3:30 P.M.	5	13	2	1	0	0	46	46%	54%
3:30-3:45 P.M.	2	3	1	1	0	0	47	45%	55%
3:45-4:00 P.M.	8	5	3	4	0	1	44	48%	52%
4:00-4:15 P.M.	4	5	1	3	0	0	47	45%	55%
4:15-4:30 P.M.	4	3	1	2	0	0	47	45%	55%
4:30-4:45 P.M.	4	5	0	2	0	0	50	41%	59%
4:45-5:00 P.M.	4	4	0	0	0	0	50	41%	59%
5:00-5:15 P.M.	6	8	0	0	0	0	52	39%	61%
5:15-5:30 P.M.	7	6	0	0	0	1	50	41%	59%
5:30-5:45 P.M.	1	5	1	2	0	0	55	35%	65%
5:45-6:00 P.M.	6	4	0	0	0	0	53	38%	62%
6:00-6:15 P.M.	4	10	0	0	0	0	59	31%	69%
6:15-6:30 P.M.	3	2	0	0	0	0	58	32%	68%
6:30-6:45 P.M.	7	3	0	0	0	0	54	36%	64%
7:45-7:00 P.M.	2	6	0	1	0	0	59	31%	69%
7:00-7:15 P.M.	2	8	0	0	0	0	65	24%	76%
7:15-7:30 P.M.	3	3	0	0	0	0	65	24%	76%
7:30-7:45 P.M.	6	4	0	0	0	0	63	26%	74%
7:45-8:00 P.M.	1	5	0	0	0	0	67	21%	79%
8:00-8:15 P.M.	2	4	0	0	0	0	69	19%	81%
8:15-8:30 P.M.	2	5	0	0	0	0	72	15%	85%
8:30-8:45 P.M.	0	2	0	0	0	0	74	13%	87%
8:45-9:00 P.M.	0	3	0	0	0	0	77	9%	91%
9:00-9:15 P.M.	0	2	0	0	0	0	79	7%	93%
9:15-9:30 P.M.	0	0	0	0	0	0	79	7%	93%
9:30-9:45 P.M.	0	2	0	0	0	0	81	5%	95%
9:45-10:00 P.M.	0	1	0	0	0	0	82	4%	96%
10:00-10:15 P.M.	0	0	0	0	0	0	82	4%	96%
10:15-10:30 P.M.	0	1	0	0	0	0	83	2%	98%
10:30-10:45 P.M.	0	1	0	0	0	0	84	1%	99%
10:45-11:00 P.M.	0	0	0	0	0	0	84	1%	99%
11:00-11:15 P.M.							84	1%	99%
11:15-11:30 P.M.							84	1%	99%
11:30-11:45 P.M.							84	1%	99%
11:45-00:00 A.M.							84	1%	99%

**Table A-3 – Linden Hills
Friday Customer Observations
01/18/2019**

Time	Enter	Exit
6:00-6:15 A.M.	2	
6:15-6:30 A.M.	1	
6:30-6:45 A.M.	2	
6:45-7:00 A.M.	2	
7:00-7:15 A.M.	6	2
7:15-7:30 A.M.	4	2
7:30-7:45 A.M.	7	5
7:45-8:00 A.M.	15	7
8:00-8:15 A.M.	7	4
8:15-8:30 A.M.	9	4
8:30-8:45 A.M.	10	4
8:45-9:00 A.M.	8	3
9:00-9:15 A.M.	9	6
9:15-9:30 A.M.	7	6
9:30-9:45 A.M.	11	9
9:45-10:00 A.M.	5	8
10:00-10:15 A.M.	8	1
10:15-10:30 A.M.	2	0
10:30-10:45 A.M.	6	0
10:45-11:00 A.M.	7	1
11:00-11:15 A.M.	10	3
11:15-11:30 A.M.	4	3
11:30-11:45 A.M.	4	4
11:45-12:00 P.M.	7	6
12:00-12:15 P.M.	6	6
12:15-12:30 P.M.	2	5
12:30-12:45 P.M.	9	2
12:45-1:00 P.M.	4	9
1:00-1:15 P.M.	5	10
1:15-1:30 P.M.	2	6
1:30-1:45 P.M.	1	2
1:45-2:00 P.M.	0	3
2:00-2:15 P.M.	3	7
2:15-2:30 P.M.	4	10
2:30-2:45 P.M.	6	5
2:45-3:00 P.M.	8	9
3:00-3:15 P.M.	4	4
3:15-3:30 P.M.	2	4
3:30-3:45 P.M.	1	6
3:45-4:00 P.M.	0	5
4:00-4:15 P.M.	1	2
4:15-4:30 P.M.	6	7
4:30-4:45 P.M.	2	6
4:45-5:00 P.M.	0	3
5:00-5:15 P.M.	1	4
5:15-5:30 P.M.	1	3
5:30-5:45 P.M.	1	10
5:45-6:00 P.M.	0	7

**Table A-4 – Linden Hills
Saturday Customer Observations
01/19/2019**

Time	Enter	Exit
6:00-6:15 A.M.	1	
6:15-6:30 A.M.	2	
6:30-6:45 A.M.	1	
6:45-7:00 A.M.	2	
7:00-7:15 A.M.	2	0
7:15-7:30 A.M.	1	0
7:30-7:45 A.M.	3	0
7:45-8:00 A.M.	3	0
8:00-8:15 A.M.	6	1
8:15-8:30 A.M.	11	1
8:30-8:45 A.M.	8	1
8:45-9:00 A.M.	7	0
9:00-9:15 A.M.	4	0
9:15-9:30 A.M.	9	1
9:30-9:45 A.M.	7	0
9:45-10:00 A.M.	10	1
10:00-10:15 A.M.	3	1
10:15-10:30 A.M.	5	0
10:30-10:45 A.M.	1	0
10:45-11:00 A.M.	4	1
11:00-11:15 A.M.	1	3
11:15-11:30 A.M.	1	3
11:30-11:45 A.M.	6	4
11:45-12:00 P.M.	2	6
12:00-12:15 P.M.	5	6
12:15-12:30 P.M.	1	5
12:30-12:45 P.M.	5	2
12:45-1:00 P.M.	7	9
1:00-1:15 P.M.	4	10
1:15-1:30 P.M.	4	6
1:30-1:45 P.M.	0	2
1:45-2:00 P.M.	1	3
2:00-2:15 P.M.	5	7
2:15-2:30 P.M.	5	10
2:30-2:45 P.M.	5	5
2:45-3:00 P.M.	2	9
3:00-3:15 P.M.	3	4
3:15-3:30 P.M.	0	4
3:30-3:45 P.M.	6	6
3:45-4:00 P.M.	2	5
4:00-4:15 P.M.	5	2
4:15-4:30 P.M.	3	7
4:30-4:45 P.M.	4	6
4:45-5:00 P.M.	3	3
5:00-5:15 P.M.	2	4
5:15-5:30 P.M.	3	3
5:30-5:45 P.M.	2	10
5:45-6:00 P.M.	0	7

1 finding on the historical significance of the property and historical use of the property. The motion
2 carried unanimously.

3
4 Vice Chair Flannigan stated that the report on the Application will be a part of the Consent Agenda
5 for the February 20, 2019 Planning Commission meeting.

6
7 **b.) Penny's Coffee – 800 Lake St E**

8 **i. Conditional Use Permit**
9

10 Director of Planning and Building Jeff Thomson stated that the applicant, Penny's Coffee, and
11 property owner, The Dietrich Co Family Limited Partnership, have submitted a development
12 application in connection with a new coffee shop within the existing mixed-use building at 800
13 Lake Street East. The development application requests approval of a conditional use permit for
14 joint parking facilities to meet the parking requirements for the project. The property is the site of
15 Cross Creek Shoppes, a multi-tenant missed used building that contains first floor retail and service
16 commercial uses, and upper floor office space, storage, and a residential apartment. The adjacent
17 property to the east, 810 Lake Street E., is also part of the Cross Creek Shoppes and is owned by
18 the same property owner as the subject property. The two separate buildings are internally
19 connected. There is no parking lot or vehicular connection between the two sites, but there is a
20 public sidewalk on Lake Street that provides pedestrian connection between the two properties.
21 Penny's Coffee has signed a lease with the property owner and is proposing to construct a 1,675
22 square foot coffee shop within the first floor of the building. Coffee shops are a permitted use in
23 the C-4B zoning district, and no zoning approval is required for the coffee shop use. There are 28
24 existing parking spaces on the property, 25 of which are shared between the retail and service
25 commercial tenants within the building. Therefore, the property does not have enough parking to
26 meet the 35 current parking stall requirements for the uses within the building. Coffee shops are
27 specifically identified as a permitted use in the zoning district, but the zoning ordinance does not
28 provide a specific parking requirement for coffee shops. City staff has calculated the minimum
29 parking requirement for the coffee shop based on the Institute of Transportation Engineers (ITE)
30 average parking demand of 10.5 parking spaces per 1,000 square feet of net floor area. Based on
31 the ITE parking rate, Penny's is required to have 16 on-site parking stalls. The City's parking
32 ordinance allows the use of joint parking facilities for one or more uses to provide required off-
33 street parking by joint use of one or more sites where the total number of spaces provided are less
34 than the sum of the total required for each use of site. The zoning ordinance provides specific
35 shared parking reductions for mixed use buildings that include retail, restaurant, office, and
36 residential uses. However, the zoning ordinance does not provide a specific reduction for coffee
37 shops and other types of retail uses, even though it would be expected that the peak hours would
38 be at different times. In reviewing the proposal, the City recommended that the applicant conduct
39 a parking study to determine the current utilization of parking at the Cross Creek Shoppes and the
40 anticipated parking demand for Penny's based on Penny's existing location in Linden Hills. The
41 study found that the parking lot on the subject property was largely under-utilized, with peak
42 parking utilization for existing tenants occurring at 2:00 p.m. and found they used 14 of 25 stalls.
43 The study further noted that peak parking demand for Penny's is between 7:00 and 10:00 a.m., and
44 that the required 16 stalls were available during this time. The availability is due to the existing
45 tenants not being open before 10:00 a.m. Director Thomson explained that a conditional use
46 permit could include conditions related to the CUP request. Staff recommended including the

1 following conditions of any approval to make sure there isn't a future parking issue: employee
2 parking restrictions, short term parking signage, limited to coffee shop as defined in the ordinance
3 (no liquor license), and future use restrictions.
4

5 Vice Chair Flannigan asked the Commission if there were any questions for Director Thomson
6 related to the application.
7

8 Commissioner Douglas asked what the plan was to address the Starbuck's patrons violating the
9 parking restrictions on the subject property, and for clarification of Starbuck's own parking
10 requirements.
11

12 Director Thomson responded that the Starbuck's was likely in operation prior to the City's current
13 parking ordinances, and therefore they do not have the same requirements. He stated that it is very
14 clear that there is not enough parking in their location.
15

16 Commissioner Douglas asked if a nearby City parking lot could be factored into the available
17 parking stalls required for the location.
18

19 Director Thomson explained that public parking generally cannot be counted toward a private
20 parking requirement. The parking ordinances are for on-site, off street, non-public parking.
21 Public parking is available as a community resource for people to use, but it cannot be counted in
22 the calculation towards the parking requirements. The only exception to that is to have a CUP
23 granted under the City's Fee in Lieu of Parking policy, but that is a separate application process.
24 This applicant believes that their parking study demonstrates that they have adequate parking to
25 meet the requirements of the ordinance.
26

27 Vice Chair Flannigan asked if the applicant is the building owner or the owner of Penny's Coffee.
28

29 Director Thomson responded that Penny's Coffee is the project applicant and contact, but the
30 property owner is also part of the application and in attendance.
31

32 Commissioner Douglas asked if the East part of the building is considered part of the application
33 and if the walkway still exists connecting the two buildings.
34

35 Director Thomson responded that the East part of the building is not considered part of the
36 application and the walkway still exists.
37

38 Commissioner Iverson asked what the definition of a restaurant was.
39

40 Director Thomson explained that the City has two categories and definitions for a restaurant: full
41 service or fast casual. A Coffee shop is defined in the ordinance as an establishment that sells
42 coffee and coffee related items and foods generally associated with the drinking of coffee. The
43 building plan submitted has detailed information regarding the type of kitchen equipment and
44 menu they have planned. Staff has concluded that Penny's Coffee would fit in the City's definition
45 of a coffee shop.
46

1 Commissioner Iverson explained that she had visited a Penny's Coffee location and she observed
2 meals being delivered to tables for consumption. She questioned how long people tended to linger
3 at the location, how many 15-minute parking spots they are planning for, and if a condition could
4 be added to any approved CUP that restricts their addition of food items. She further questioned
5 how a coffee shop is regulated or monitored to assure that they do not expand their menu that may
6 cause them to meet the definition of a restaurant.

7
8 Director Thomson responded that they would work with the applicant to determine the specific
9 language that would allow flexibility of the business to function within any established constraints.
10 This language would then be brought to the Commission for review.

11
12 Commissioner Parkhill asked what the impact of the fourth space being occupied would have on
13 the parking availability.

14
15 Director Thomson responded that parking requirement has already accounted for the vacancy with
16 a proposed retail space occupying the remaining part of the building.

17
18 There being no further questions from the Commission for staff, Vice Chair Flannigan asked the
19 applicant to address the application.

20
21 Applicant's representative, Foley Schmidt, 413 Blake Road S., Hopkins, provided background
22 information about Penny's Coffee. He stated that it was started by Congressman Dean Phillips in
23 2016 as a way for people to escape. He said they are focused on three things: community,
24 conversation, and coffee. He complimented the Wayzata community and expressed an eagerness
25 to be a part of it. He stated that they are a guest-focused business and have established employee
26 parking requirements at their Linden location. They are also planning on having short-term
27 parking with appropriate signage. They are open to discussions regarding this. He then stated that
28 Penny's Coffee is very much coffee-focused, and most food items are premade, which accounts
29 for orders being filled within three to five minutes. He stated that their ticket times are similar to
30 those found at Starbucks and Caribou.

31
32 Commissioner Iverson asked how they would enforce their employee parking.

33
34 Mr. Schmidt responded that Penny's Coffee has an employee handbook that addresses this, and it
35 is discussed with each employee. He added that they are customer focused and their employees
36 are made aware of that.

37
38 Vice Chair Flannigan asked how many employees they would have, and how many would be
39 working at a given time.

40
41 Mr. Schmidt stated that they would have 15-20 total employees with approximately 2-5 employees
42 working at any given time.

43
44 Applicant's consultant, Geri Wolf, stated that the vacant space in the building is listed as retail or
45 office space, and the parking requirement is the same. She added that their operating hours are
46 shorter than similar coffee chains. She stated that their other locations serve wine and beer, but

1 there are no plans to pursue that type of license at the Wayzata location. Their focus is on coffee
2 and coffee-related items.

3
4 Vice Chair Flannigan asked what the general time frame was for patrons visiting their business.

5
6 Mr. Schmidt responded that they have patrons that spend less than ten minutes, and those that sit
7 and stay for 30-45 minutes.

8
9 Commissioner Merriam asked about parking in the back of the building and if there is appropriate
10 signage to guide patrons.

11
12 Mr. Schmidt responded that there is limited parking in the area behind the building, and there is
13 not a guest entrance from that area. Parking behind the building would not be utilized for patrons.
14 He stated that they are very interested in creating signage to educate their guests as to appropriate
15 and available parking. They want to be good neighbors and do not want their patrons to negatively
16 impact their neighbor's parking ability. He stated that the parking study determined that the
17 available parking was appropriate for their needs, and that was why they pursued the study.

18
19 Commissioner Bashium asked about the parking study that was completed and the
20 recommendations for towing violators. She asked if they would be putting that recommendation
21 into practice. She also asked what the policy would be for the use of their parking spots when the
22 business is closed.

23
24 Mr. Schmidt reiterated the need to educate the visitors to the location with signage inside and
25 outside of the building. Towing would not be a first option. He added that the landlord would
26 have to respond to off-hour parking policies.

27
28 Commissioner Iverson stated that she noticed that there may be plans for outdoor seating, and she
29 questioned if this would take away from the parking availability.

30
31 Mr. Schmidt responded that there is an existing bumpout for the outdoor seating that does not
32 impact the parking.

33
34 Commissioner Iverson stated that a concern with a Highcroft business and the possibility of
35 parking impacting the fledgling business. She asked that the applicant do what they can to assure
36 the Highcroft business isn't negatively impacted.

37
38 Mr. Schmidt agreed.

39
40 Property owner, Sarah Dietrich, stated that her family owns Cross Creek. She added that there are
41 signs restricting parking between 10:00 a.m. and 7:00 p.m. and they have not been concerned with
42 parking outside of those hours. They do have signage warning of towing, but the landlords have
43 not needed to utilize this option. She stated that another tenant will be utilizing office space for a
44 real estate business. She added that there is still a 1200 square foot office space upstairs that is
45 vacant.

1 There being no further questions for the applicant from the Commission, Vice Chair Flannigan
2 opened the public hearing on the application at 7:56 p.m.

3
4 Resident, Chris Graham, Owner of Graham Jewelers, stated that his business has been at Cross
5 Creek for twelve years. He believes that Penny's Coffee shop would be a good compliment to his
6 business and to others occupying the shopping center. He is in support of the application.

7
8 There being no one else wishing to comment on this application, Vice Chair Flannigan closed the
9 public hearing at 7:58 p.m.

10
11 Commissioner Iverson asked the applicant why they chose a location that already had a Starbucks
12 in close proximity.

13
14 Mr. Schmidt responded that he believes the people of Wayzata are interested in a more premium
15 experience than what is offered at Starbucks. Penny's is hoping to provide that experience by
16 focusing on community, conversation, and coffee.

17
18 Commissioner Bashioum asked if parking signage could delineate parking for Graham Jewelers
19 and Penny's Coffee.

20
21 Mr. Schmidt stated that he is open to the option.

22
23 Vice Chair Flannigan asked the Commissioners to provide feedback as to their thoughts on the
24 project.

25
26 Commissioner Bashioum stated that she is comfortable with the project with an added condition
27 of parking signage that delineates the different businesses peak hours.

28
29 Commissioner Parkhill stated that he continues to have concerns with parking and specifically for
30 employee parking. He is concerned with possible congestion. He questioned whether the
31 applicant should utilize the City's Fee in Lieu of Parking policy for their employees to access and
32 use public parking spots, therefore decreasing the parking congestion and demand of the lot on the
33 property. He asked Director Thomson for more information on the Fee in Lieu of Parking policy.

34
35 Director Thomson replied that the City's Fee in Lieu of Parking policy is a policy that allows
36 property owners to meet some or all of their parking requirements that they're not able to provide
37 on site. The cost is a \$10,000 fee per parking spot that can be paid over time with the Council's
38 approval. The City's public parking is provided by the City downtown to support the business
39 community that isn't able to provide adequate parking on their own sites. This would be a different
40 parking option that could be looked at if that is what the Commission wants.

41
42 Commissioner Iverson asked what the conditions were for Crisp and Green and Bellecour.

43
44 Director Thomson responded that the identified businesses are on properties where there were
45 existing restaurants. He stated that the City's parking ordinance applies when there is a change in

1 use of a property that requires additional parking. He did not think that either of those met that
2 criteria.

3
4 Commissioner Douglas stated that she believes that Penny's will follow through with their
5 employee parking requirement. She is not in favor of considering the Fee in Lieu of Parking
6 policy. She would like to see the Cross Creek Shop tenants work together to create a solution.

7
8 Director Thomson responded that the City typically does not get involved in the day to day
9 management of private parking lots, other than enforcing the parameters applied to a conditional
10 use permit.

11
12 Commissioner Iverson stated that she continues to have concerns regarding parking. She
13 wondered if restructuring of parking in the back of the building could open up possible overflow
14 opportunities.

15
16 Director Thomson stated that parking in the back of the building had been looked at for possible
17 reconfiguration. It was determined that it wasn't possible.

18
19 Commissioner Merriam stated that it looked like there was more room behind the building on the
20 east. She questioned if there was the possibility of having access available to Penny's Coffee from
21 that lot.

22
23 Applicant's consultant, Geri Wolf, stated that the parking study looked at the back lots of the
24 building at 800 and 810 Lake Street and determined that one of them would be a good option for
25 overflow parking.

26
27 Commissioner Iverson stated the importance of having appropriate signage when a business is
28 establishing itself to encourage its patron's forming positive habits and behaviors that may
29 alleviate the potential parking shortage.

30
31 Mr. Schmidt responded that their intention is to provide signage for both Cross Creek buildings
32 that would explain appropriate parking for Penny's guests as well as the other tenants of either
33 building.

34
35 Ms. Dietrich explained that the walkway from the back lot with the possible additional parking
36 does not open until 11:00 a.m. and that cannot change due to other factors.

37
38 Commissioner Plantan stated that the four conditions outlined by staff for the conditional use
39 permit will assist the tenants in working together to create signage that will create a property
40 parking policy that will meet the needs of all.

41
42 Commissioner Merriam added that she agrees with the other Commissioners, and she believes that
43 the plan could benefit all of the tenants of the buildings.

1 Vice Chair Flannigan stated that he would be in support of the condition of meeting four space
 2 requirements under the Fee in Lieu of Parking policy to help offset the shortfall in the parking
 3 requirements.

4
 5 City Attorney David Schelzel responded that a CUP for parking under the City's Fee in Lieu of
 6 Parking policy is not something that the Commission can add on to the application without the
 7 applicant's agreement. The applicant would need to make an additional application to pursue that
 8 option. If the applicant does not do that and the Commission concluded that additional off-site
 9 public parking was needed under the policy, the Commission should recommend denial of the
 10 application based on the finding that there will not be enough parking on the property for Penny's
 11 to meet the City's parking requirements, even when considering the findings of the parking study.

12
 13 Vice Chair Flannigan stated that the numbers do not appear to add up to an appropriate amount of
 14 parking, but the study appears to indicate that there is adequate parking to meet the requirements.

15
 16 Vice Chair Flannigan asked for a motion on the application.

17
 18 Commissioner Iverson expressed concerns regarding the applicant expanding the menu to one that
 19 is outside of the coffee shop definition provided by the City ordinance.

20
 21 Director Thomson reiterated that the exact language on a condition to address this concern will be
 22 determined and brought forward at the next Planning Commission meeting for their consideration
 23 as part of a draft report and recommendation.

24
 25 Commissioner Plantan made a motion, seconded by Commissioner Iverson, to direct staff to
 26 prepare a draft Planning Commission Report and Recommendation, with appropriate findings,
 27 reflecting a recommendation of approval of the requested conditional use permit for Penny's
 28 Coffee at 800 Lake St E for review and adoption at the next Planning Commission meeting, with
 29 the four conditions recommended by staff related to employee parking restrictions, short-term
 30 parking signage, limits to the space as a coffee shop (no liquor license), and future use restrictions
 31 on the space. The motion carried unanimously.

32 33 34 **AGENDA ITEM 6. Other Items:**

35 36 **a.) January 8th City Council Meeting Report – Commissioner Bashioum**

37
 38 Commissioner Bashioum provided a report on the January 8th City Council meeting. She noted
 39 that the oath of office was administered by City manager Jeff Dahl to Council Members Jeffrey
 40 Buchanan and Johanna McCarthy. The Council unanimously approved contracts for the design
 41 extension of the Dakota trail that will extend from Ferndale Road to Berry. The Comprehensive
 42 Plan is expected to be made available by the end of June. A media consultant was engaged to keep
 43 residents informed about the three major construction projects. The Dakota Rail Regional Trail
 44 extension open house will be February 6th. The Chili Open is expected to have 1700 golfers and
 45 it will include a family movie, popcorn, hot chocolate, ice skating, music tent, and a chili contest.

RESOLUTION NO. 10-2019

RESOLUTION APPROVING CONDITIONAL USE PERMIT FOR JOINT PARKING AT 800 LAKE STREET ST E

WHEREAS, Penny's Coffee and Property owner, The Dietrich Co Family Limited Partnership, (collectively, the "Applicant") have submitted a development application (the "Application") requesting approval of a joint parking conditional use permit for a new one thousand six hundred seventy-five (1,675) square foot coffee shop (the "Project") to be located within the existing mixed use building on the property at 800 Lake Street East, legally described on Attachment A (the "Property"); and

WHEREAS, the joint parking conditional use permit requested in the Application would allow the Project to meet its required sixteen (16) off-street parking spaces through the joint use of the shared parking on the Property, where the total number of spaces provided on the Property, twenty-eight (28) spaces, is less than the sum of the total required for each use on the Property, forty-six (46) spaces (the "Joint Parking CUP")

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

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

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

B. Based on the foregoing, the Joint Parking CUP, is hereby **APPROVED**, subject to satisfaction of the following:

1. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project, including building codes and land use regulations, and City Code and policies applicable to days and times of work, and construction management.

2. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.
3. Parking stalls must be designated within the parking lot on the Property for short term parking. Signage must be installed on the designated parking stalls, and the short term parking requirements must be enforced by the Applicant or Property Owner.
4. All employees of the coffee shop must park in the parking lot behind the building. Employees may not park in the parking lot in front of the building or within the public on-street parking stalls along Lake Street that are adjacent to the Property or surrounding businesses.
5. The Project must meet the City Code definition of a “coffee shop”, may not include any “restaurant” uses, as defined in City Code, and may not serve alcoholic beverages.
6. The Property may not contain any other coffee shops, restaurants, food services, retail, or commercial uses that have a significant parking demand between 6:00 a.m. and 10:00 a.m.
7. Should (i) any use on the Property expand such that more than forty-six (46) spaces would be required for all of the uses on the Property, or (ii) any use requiring more parking replace a current use on the Property, the Property owner must apply for an amendment to this CUP or otherwise comply with the current parking requirements of City Code.

Adopted by the Wayzata City Council this 5th day of March 2019.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 5, 2019.

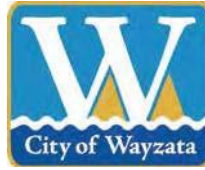
Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property

Lot 2, Block 1, Lake Street East

Attachment B

Planning Commission Report and Recommendation, dated February 20, 2019



WAYZATA PLANNING COMMISSION

February 20, 2019

REPORT AND RECOMMENDATION ON DEVELOPMENT APPLICATION FOR JOINT PARKING CUP AT 800 LAKE STREET ST E

SUMMARY OF RECOMMENDATION

Approval* of Conditional Use Permit for Joint Parking Facilities

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

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Proposed Land Use. Penny's Coffee and Property owner, The Dietrich Co Family Limited Partnership, (collectively, the "Applicant") have submitted a land use application related to parking for a new one thousand six hundred seventy-five (1,675) square foot coffee shop (the "Project") to be located within the existing mixed use building at 800 Lake Street East (the "Property").
- 1.2 Approval Requested. The Application includes a request for a joint parking conditional use permit to allow the Project to meet its required sixteen (16) off-street parking spaces through the joint use of the shared parking on the Property, where the total number of spaces provided in this area, twenty-eight (28) spaces, is less than the sum of the total required for each use on the Property, forty-six (46) spaces. (City Code Section 920.09.A) (the "Joint Parking CUP").
- 1.3 Property. The street address, property identification number and owner of the Property are:

Address	PID	Owner
800 Lake St E	06-117-22-42-0042	The Dietrich Co Fmly Ltd Ptn

- 1.4 Land Use Designations. The Property is zoned and guided as follows:

Zoning:	C-4B Central Business District
Comp Plan:	Central Business District
Overlay Districts:	S/Shoreland Overlay District, Lake Street District

- 1.5 Notice and Public Hearing. Notice of the public hearing on the Application was published in the *Lakeshore Weekly* on January 24, 2019 and mailed to all property owners located within 350 feet of the Property on January 24, 2019. The public hearing on the Application was held at the February 4, 2019 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Joint Parking Conditional Use Permit. Under Section 920.09.A of the Zoning Ordinance, the City Council may approve a conditional use permit for one or more uses to provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each use should they provide them separately. When considering a request for such conditional use permit, the Planning Commission shall not recommend that such permit be granted except when the calculations in Section 920.09.A for parking stalls are provided through such joint parking arrangements, and the following conditions relevant to the Application are found to exist:
- A. Proximity. The building or use for which application is being made to utilize the offstreet parking facilities provided by another building or use shall be located within 300 feet of such parking facilities.
 - B. Conflict in Hours. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of offstreet parking facilities is proposed.
 - C. Written Consent and Agreement. A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities, duly approved as to title of grantors or lessors, and form and manner of execution by the City Attorney, shall be filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of titles, and a certified copy of the recorded document shall be filed with the City within 60 days after approval of the joint parking use by the City.
 - D. General CUP Standards. For the issuance of a CUP, the provisions of Section 904.02.F of the Zoning Ordinance must be considered and satisfactorily met, which requires the Planning Commission and the City Council to consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

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

Section 3. FINDINGS OF FACT

Based on the Application materials, additional materials submitted by the Applicant, staff reports and documents, public comment and information presented at the public hearing, and the standards of the Wayzata Zoning Ordinance, the Planning Commission of the City of Wayzata makes the following findings of fact:

- 3.1 Joint Parking Conditional Use Permit. The sixteen (16) off-street parking spaces required for the Project, and the forty-six (46) total off-street parking spaces required for all of the uses on the Property, can be provided through joint parking arrangements. In addition, the following conditions relevant to the Application exist:
- A. Proximity. The proposed joint parking facilities are located on the same property as the Project and other applicable uses, and these parking facilities are less than 300 feet from the building in which the Project will be located.
 - B. Conflict in Hours. The Applicant has submitted a parking study that shows no substantial conflict in operating hours of the uses on the Property, including those for the Project.
 - C. Written Consent and Agreement. Since the parking facilities are located on the same property as the building in which the Project and other uses on the Property are located, a written agreement is not required.

- D. General CUP Standards. The joint parking facilities associated with the Joint Parking CUP and the Project (the “Proposed Use”) would meet the criteria for a conditional use permit, subject to and regulated by Section 904.02.F of the Zoning Ordinance for CUPs.
1. The Proposed Use complies with the specific policies or provisions of the official City Comprehensive Plan, in that coffee shops are a permitted use in the C-4B Central Business District.
 2. The Proposed Use is compatible with present and future uses of the area, in which there is a mix of compatible commercial uses.
 3. The Proposed Use conforms with all performance standards contained herein (i.e., parking, loading, noise, etc.) except those for which the Joint Parking CUP is being requested.
 4. The Proposed Use will not have a negative effect on the area in which it is proposed, as the Project will enhance the mix of commercial uses and will compliment and not conflict with the hours of adjacent and nearby uses.
 5. The Proposed Use will not have a negative impact upon property values in the area and may have a positive impact given the investment and improvements to the Property associated with the Project.
 6. The Proposed Use can be served by the capabilities of streets serving the Property.
 7. The Proposed Use will not have an impact upon existing public services and facilities including parks, schools, streets and utilities, and the City’s service capacity.

Section 4. RECOMMENDATION

- 4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **APPROVAL** of Joint Parking CUP, subject to the following conditions:

- A. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project, including building codes and land use regulations, and City Code and policies applicable to days and times of work, and construction management.

- B. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.
- C. The Applicant must designate stalls within the parking lot on the Property for short term parking. Signage must be installed on the designated parking stalls, and the parking short term parking requirements must be enforced by the Applicant.
- D. All employees for the coffee shop must park in the parking lot behind the building. Employees may not park in the parking lot in front of the building or within the public on-street parking stalls along Lake Street that are adjacent to the Property or surrounding businesses.
- E. The Project is limited to the use as a coffee shop. The coffee shop must meet the City Code definition of a coffee shop, may not consist of any restaurant uses as defined in City Code, and may not serve alcoholic beverages.
- F. The Property may not contain any other coffee shops, restaurants, food services, retail, or commercial uses that have a significant parking demand between 6:00 a.m. and 10:00 a.m.
- G. Should (i) any use on the Property expand such that more than forty-six (46) spaces would be required for all of the uses on the Property, or (ii) any use requiring more parking replace a current use on the Property, the Property owner must apply for an amendment to this CUP or otherwise comply with the current parking requirements of City Code.

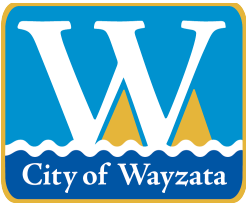
Adopted by the Wayzata Planning Commission this 20th day of February 2019.

Voting For Approval Recommendation: Bashioum, Douglas, Flannigan, Iverson, Merriam, Parkhill, Plantan

Voting Against Approval Recommendation: None

Abstaining: None

Absent: None



City of Wayzata City Council Agenda Report

MEETING DATE: March 5, 2019	AGENDA ITEM: 8.c.
TITLE: Consider Responses to 2019 Construction Impact Mitigation Strategy Request for Qualifications	
PROPOSED MOTION: To Direct Staff to draft Professional Services Agreement with Goff Public/Fuzzy Duck for Marketing and Communications Services	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY:	

ACTION REQUESTED:

Staff recommends drafting professional services agreement with Goff Public.

FINANCIAL OR BUDGET CONSIDERATION:

The City has currently planned for a sum of \$50,000 to be spent on marketing and communications for 2019. In addition, the City is expecting contributions from the Chamber of Commerce and up to \$50,000 from Hennepin County.

BACKGROUND:

This year the City will endure three major road construction projects: Wayzata Boulevard/Superior Boulevard Intersection Reconstruction; County Road 101 Bridge over US Highway 12; and Lake Street and Lake Street Plaza (Lake Effect).

In an effort to increase communications throughout the community and mitigate negative impacts, the City is planning on partnering with a public relations and marketing firm/s to assist residents and also let everyone else know that Wayzata is still open for business.

Because the scope of the project will likely change based on the need and uncertain resources, staff recommended going through an RFQ process, which focuses on the skillset of the firm, rather than an actual proposal. Six responses, all from respectable firms (or a combination thereof), were received and vetted by an ad-hoc committee consisting of City staff and representatives of both the Chamber and Lake Effect Conservancy. The main variables that were used in scoring the responses were: applicable experience; proven creativity; proven project management; quality of responses; cost; and connection to Wayzata.

Ultimately, the committee narrowed the list down to the attached three attached responses. And after additional communications and reference checks, consensus was to recommend a blended option--- partnering with Goff Public as the lead and have Fuzzy Duck assist with the creative work. Through this approach, the City would be able to utilize the public relations, communications, and project management strengths of Goff Public, while tapping into Fuzzy Duck's creative ingenuity.

Next steps will be to consider a professional services agreement at the March 19th City Council meeting.

ATTACHMENTS:

1. Goff Public RFQ
2. Evans Larson RFQ
3. Fuzzy Duck and Davis Communication RFQ
4. Draft RFQ



2019 CONSTRUCTION IMPACT MITIGATION COMMUNICATIONS STRATEGY

City of Wayzata

February 20, 2019



Reputations. Relationships. Results.



THE BIG PICTURE

Thank you for the opportunity to assist the City of Wayzata with creating a strategy for communicating significant road infrastructure improvement projects with residents, business owners and visitors. We believe that our expertise in community engagement and communications around complex public projects and issues would make us a strong partner for the city.



OUR APPROACH

Goff Public is an independent communications agency based in Minnesota. We are skilled, experienced problem solvers who tell our clients' stories, advocate for their interests and protect their reputations. We deliver results and have the track record to prove it.

We understand that you are looking for a partner to assist with communicating to key stakeholders about three significant road projects that aim to create better connections to the city's lakefront. When it comes to these critical and temporarily disruptive projects, it is imperative that each audience feels communicated with and supported in a consistent and appropriate manner throughout the life of the project. We propose the following approach for ensuring smooth, strong and coordinated communications:

- **Transparent and future-facing messaging**

The first step would be to create succinct, informative and future-facing messages for each of your key audiences – residents, business owners and visitors.

People don't want to be surprised with projects such as these, so transparent communications about upcoming inconveniences are necessary. That being said, communicating the end result and benefits this work will bring is just as important, to help people understand why the work is being done and to feel better about the projects during construction.

- **One authentic spokesperson**

We recommend identifying one spokesperson for the duration of this project. Authentic and consistent communications from one, strong voice is imperative for projects such as these. This person should be well-spoken, empathetic and knowledgeable about the specifics of the projects.

OUR APPROACH



○ **Coordination with key partners**

Successful communication often includes the amplification of your messages by partner organizations. We've identified the following organizations that we would want to engage with throughout the projects so that they can help share information to their audiences as well:

- Greater Wayzata Area Chamber of Commerce
- TwinWest Chamber of Commerce
- Wayzata Lake Effect Conservancy

○ **Creative and audience-focused use of new and existing communications channels**

Webpage with vanity URL

Being able to direct people to one location for comprehensive information will be helpful across all your communications platforms. We recommend the creation of a landing site, as well as a vanity URL that is easy for people to remember. The URL should be shared widely and posted in the community, such as on posters in local businesses or construction signage.

Email communications

Utilizing an email platform such as GovDelivery where people can opt in to receiving regular, detailed updates on the projects will allow you to tailor your communications and keep those who are most invested up-to-date on the details of the projects. Your Lake Effect email list is a good starting point for larger project messages, but we recommend establishing construction-specific email lists for the road projects.

Open houses

We recommend hosting a series of open houses regarding these projects before construction begins. In-person, real-time communications are crucial for community members to feel heard and to ask questions. They also allow you to provide them with everything they need to continue receiving communications throughout the project, from opting into email updates to meeting your spokesperson.

OUR APPROACH



Earned media

The media will play an important role in communicating with the public about construction schedules, as well as the full vision for the lakefront. We recommend engaging the media to help talk about the importance of the projects and the benefits they will bring the community.

Social media (paid ads, boosting, etc.)

The options for targeting key audiences on social media continue to become more sophisticated. We recommend not only using your social media channels for communicating project updates, but also considering social ads and boosted posts to make sure your key audiences see your content.

Google map detours

We've worked with clients previously on projects that caused road closures and other inconveniences for residents, businesses and visitors, and we've been able to work with Google Maps to make sure that easy, clear detours are recommended when people are trying to navigate through the construction. Because visitors may not be aware of the construction, programming detour information into mapping software will help make their visit easier and more enjoyable.

Window and lawn signs

Creating a positive, future-facing message and pairing that with eye-catching design can bring a community together around short-term pain for long-term gain. We recommend creating signs for businesses to put in their windows and residents to put in their lawns that share positive project messages and garner excitement for the end result of these projects.

Business communications toolkit

To specifically support the business community that will be impacted by this construction, we recommend creating a toolkit that arms them with the messaging, signage and contacts needed to make sure their customers are informed and continue to patronize their businesses. You may consider partnering with the Greater Area Wayzata Chamber of Commerce on this outreach.



WHO WE ARE

Highly respected and trusted in the industry, the Goff Public team includes talented, motivated professionals with unsurpassed public relations and government relations experience.

THE GOFF TEAM

Wise strategists. Creative thinkers. Passionate advocates. You can count on our team to always bring unmatched experience to our work and deliver only the best results.

As a Goff Public client, you would have access to the collective knowledge and passion of our entire firm. We assign a multiple-person team to each client so that someone is always available to assist you. Our core team for the City of Wayzata would include **Sara Thatcher** and **Ashley Aram**. Your account team would call upon other Goff Public team members as appropriate.

OUR PROMISE

Goff Public is dedicated to your success.

We deliver high-quality work, excellent service and candid advice – always on time and on budget. We are ethical, respectful and honest in everything we do.

We will be good stewards of your time, money and reputation.

Reputations. Relationships. Results.



TEAM GOFF



SARA THATCHER
Director, Public Relations

Sara is a persuasive, sophisticated communicator.

She combines her deep knowledge of traditional media strategies with emerging and new techniques to help clients build comprehensive communications plans. Sara is also a key member of Goff Public's media training and crisis communications teams.

A passionate advocate for her community, Sara has worked with local governments and on economic development projects across the Twin Cities for nearly a decade – including CHS Field, Palace Theater, Rice Creek Commons, the Ford Site, and Higher Ground Saint Paul. She has developed messaging and led communications efforts on complex public issues, including right-of-way assessments in Saint Paul, the 2040 comprehensive plan in Minneapolis, and homelessness in the East Metro.

Her experience also includes extensive work with local and tribal governments, philanthropy, health care, and higher education institutions. The common thread through all of Sara's work is a particular focus on helping citizens better understand and connect with their community and government.

WHO WE ARE



ASHLEY ARAM
Account Manager

Rely on Ashley for sound strategy and flawless execution.

Trained as a professional journalist and with experience ranging from Fortune 200 companies to local government, Ashley's passion for and expertise in strategic communications never quits. She is an expert at crafting strong messages for multiple audiences and platforms, and she helps clients break into the toughest news cycles. She also excels at helping clients navigate crisis situations with sound advice and thoughtful strategy.

Ashley spent years in the office of former Saint Paul Mayor Chris Coleman, serving as press secretary and then as senior communications advisor. In these roles, Ashley managed and understood the importance of communicating both to city employees and external stakeholders about major city initiatives, crises and accomplishments. During her time in the Mayor's office she communicated internally and externally on topics including large development projects, protests, and complex policy changes, including paid parental leave for city employees, a citywide earned sick and safe policy, and changes to right-of-way assessments.

She started her career in corporate communications at Land O'Lakes, Inc., where she worked in public relations and employee communications and executed large internal communications projects such as the launch of a new employee intranet.



RELEVANT EXPERIENCE, PROVEN RESULTS



CITY OF SAINT PAUL

Capital City Bikeway

Goff Public helped the City of Saint Paul communicate both construction updates and the future vision for a dedicated bike path connecting downtown Saint Paul to the rest of the city, including the creation of a brand and logo for the bikeway.

Kellogg Street Bridge

Goff Public led communications on a complex road construction project that involved reconstructing a series of hidden bridges in the bluff that made up a major thoroughfare in downtown Saint Paul. Our work included helping impacted businesses communicate with employees and patrons; providing weekly communications updates online and via social and email; and taking the media on a tour of the hidden bridges so they could help communicate the complexity of the project.

Great River Passage

Goff Public leads the communications efforts for the Great River Passage Initiative for the City of Saint Paul. We have secured significant, positive earned media for the initiative and helped explain complex, visionary projects to the public.

Ford Site master planning

Goff Public supported the City of Saint Paul in communicating with residents, the media and the public surrounding the Ford Site master planning process as the site was prepared for development, which eventually was approved by City Council.

Saint Paul 2040 Comprehensive Plan

Goff Public helps the City of Saint Paul communicate to residents and

RELEVANT EXPERIENCE, PROVEN RESULTS



elected officials about the 2040 Comprehensive Plan process and proposed content.

Saint Paul Grand Round

Goff Public helped the City of Saint Paul communicate both construction updates and the future vision for extended sidewalks and bike paths in Saint Paul.



CITY OF MINNEAPOLIS

Minneapolis 2040 Comprehensive Plan

Goff Public helped the City of Minneapolis communicate to residents and elected officials about the 2040 Comprehensive Plan process and proposed content, which was eventually passed and received significant earned media coverage for the unprecedented and innovative policy proposals within the plan.



RAMSEY COUNTY

Rice Creek Commons

To prepare for the 427-acre development at the former Twin Cities Army Ammunition Plant, Ramsey County replaced multiple interchanges over I-35W in Arden Hills. The interchanges included innovative traffic and pedestrian management solutions that required careful communication with residents and visitors. Goff Public led communications efforts surrounding the projects.

RELEVANT EXPERIENCE, PROVEN RESULTS



Riverfront Properties

To encourage high-value development along the Mississippi River in downtown Saint Paul, Ramsey County deconstructed the former West Publishing building and Ramsey County Jail. Goff Public helped communicate the complex deconstruction project and subsequent development opportunities, bringing along downtown partners to help augment the county's messages.



THE BOTTOM LINE

We pride ourselves on delivering excellent service – always on time and on budget. We are committed to working with you to determine a scope of work that is respectful of your budget and needs.

For the services outlined in this document, we would charge our government hourly rate of \$195.

GET IN TOUCH

Goff Public

444 Cedar Street, Suite 910
Saint Paul, MN 55101

651 • 292 • 8062 | goffpublic.com

Response to RFQ:

**2019 Construction Impact Mitigation
Communication Strategy
City of Wayzata**

February 21, 2019





Dear Mr. Dahl,

Elli Ansari forwarded your RFQ looking for an agency to help you manage a communication strategy for the upcoming construction disruption in Wayzata. The team at Evans Larson is uniquely suited for this project and has direct experience managing communications for high-profile construction projects such as the Nicollet Mall project for the City of Minneapolis and the Minneapolis Downtown Council, as well as The Commons project for the Community Planning & Economic Development department for the City of Minneapolis. Both of these projects required public hearings, ongoing communications with multiple audiences and media management. The following pages outline our team's experience and our approach to your project. We'd welcome the chance to talk more. Thank you for your consideration!

All the best,

Teresa McFarland

Partner, Evans Larson Communications

teresa@evanslarson.com 952.484.8088

The Nicollet Project

From 2013 until 2018, Teresa McFarland led a team that served as an extension of Minneapolis city staff to help drive long-term strategy, fill in gaps, and manage messaging to multiple audiences.

Our work included:

- Planning and executing multiple town hall forums which included participation from the Mayor of Minneapolis, City Council members, architectural teams, city staff and consultants.
- Media training and message prep for various spokespeople, including lead engineers.
- Drafting multiple levels of communication including:
 - Website content
 - Public surveys
 - News releases
 - Fact sheets
 - Talking points
 - Invitations to community forums
 - Design of maps that were updated weekly and distributed to select audiences to showcase construction progress
 - Signage, which included a creative advertising campaign at the end of the project
 - Bylined articles explaining the need for the project



YOU ARE INVITED

NICOLLET MALL

PROJECT UPDATE

Tuesday, May 19

Minneapolis Central Library- Pohlad Hall
300 Nicollet Mall, Minneapolis, MN 55401

Updates include: Landscaping • Lighting design
Wayfinding/branding • Public art

5:30 pm *Doors open*
6:00 pm *Presentation*

www.nicolletmallproject.com

The Nicollet Project Highlights

NICOLLET MALL PROJECT

Contact: Brendan Kearin
612.598.7667
brendan@mcfarlandcommunications.com

NICOLLET MALL REDESIGN TEAM OFFERS THE MOST DETAILED LOOK AT PLANS TO DATE

MINNEAPOLIS (May 19, 2015) - The Nicollet Mall redesign team presented the most detailed view to date of how the new mall will look. Construction is well underway. Updates on that work will be made available on the project website.

FOR IMMEDIATE RELEASE

Contact: Mackenzie Lunde
612-547-5042
mlunde@gdbpitch.com

SEVENTY-FIVE PERCENT OF INTERSECTIONS NOW OPEN ON NICOLLET

Light Walk and Art Installations Under Construction

August 8, 2017 (MINNEAPOLIS) Seventy-five percent of Nicollet intersections are now back to normal traffic flow with the opening this week of 6th and 7th Streets. Third and 9th Streets opened last week. The remaining intersections at 4th, 8th and 10th will be ready by Labor Day.

Strategically planned updates with media to keep them apprised of construction landmarks.



NICOLLET REVITALIZATION TO FEATURE RESTORED AND UNIQUE ART PROJECTS

MINNEAPOLIS (Sept. 12, 2016) – As part of the overall revitalization of Nicollet Mall, public artworks are being restored and created to expand upon Minneapolis' largest public art collection. All existing artwork has been removed, and a majority of the pieces are in the process of being conserved. Most of the pieces, along with three new major art installations, will be on Nicollet by the end of 2017.

Construction Update

Spokesperson: Steve Cramer & Don Elwood
Outlet: KARE 11

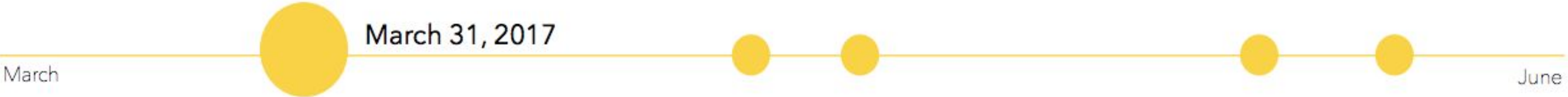
KARE 11 continues to look into the progress of Nicollet and what type of changes the public can expect to see.





The Nicollet Project

We launched the last summer of construction with a Kick-Off to Construction press conference. We also unveiled a creative campaign that utilized humor to acknowledge that while people were frustrated with construction, there was light at the end of the tunnel. The campaign was featured in empty store front space and media continually used the visuals as a backdrop for live shots.



The Nicollet Project Highlights

WE'RE GOING TO MAKE IT AFTER ALL.

THE NEW NICOLLET

Substantially complete November 2017



PLENTY OF PLACES TO DROP AFTER YOU SHOP.

THE NEW NICOLLET

Substantially complete November 2017



WINTER AND BULLDOZERS. TWO THINGS THAT SEEMED LIKE THEY WOULD BE HERE FOREVER.

THE NEW NICOLLET

Substantially complete November 2017



SO MUCH ART, YOU'RE LITERALLY STEPPING ON IT.

Sculpted manhole covers at your feet.

THE NEW NICOLLET

Substantially complete November 2017



WATCH YOUR STEP, WHILE WE STEP IT UP.

THE NEW NICOLLET

Substantially complete November 2017



STILL UNDER CONSTRUCTION. EVEN THOUGH YOU'RE SO OVER IT.

THE NEW NICOLLET

Coming November 2017



1,500+ LEDS - THAT'S A LOT OF LIGHTS AT THE END OF THE TUNNEL.

THE NEW NICOLLET

Lights on November 2017



WE'RE SCULPTING NICOLLET INTO A WORK OF ARTS.

Local art, public theater and music in the streets.

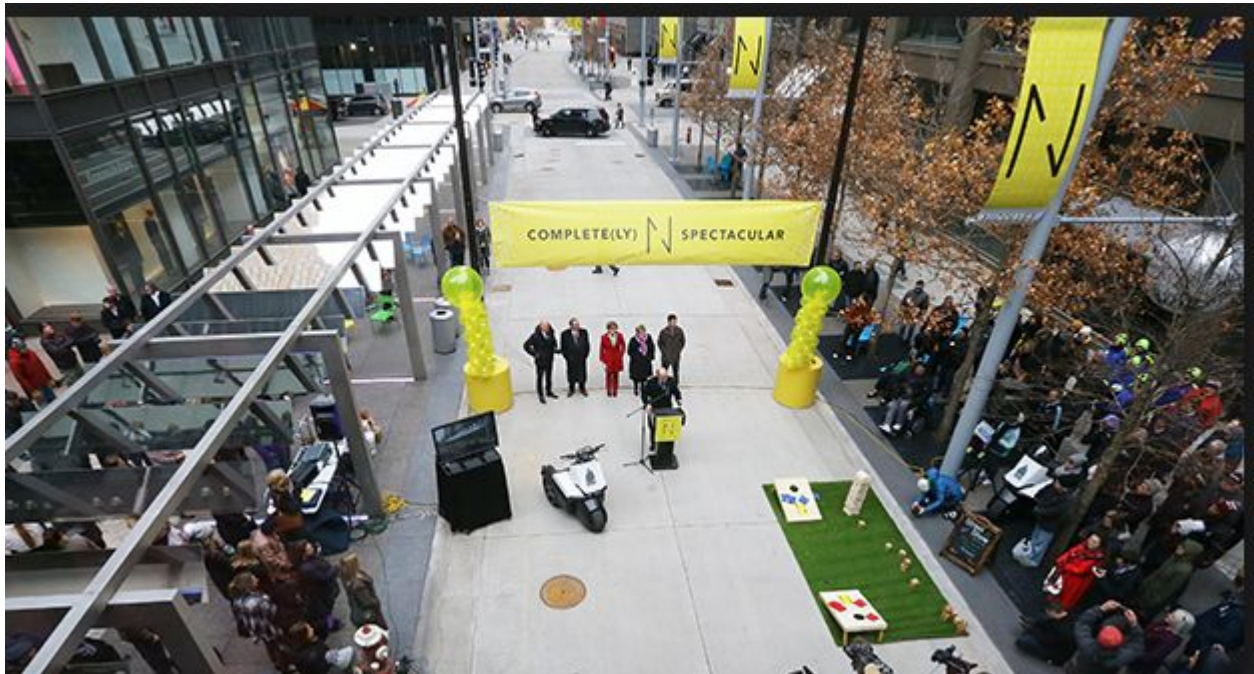
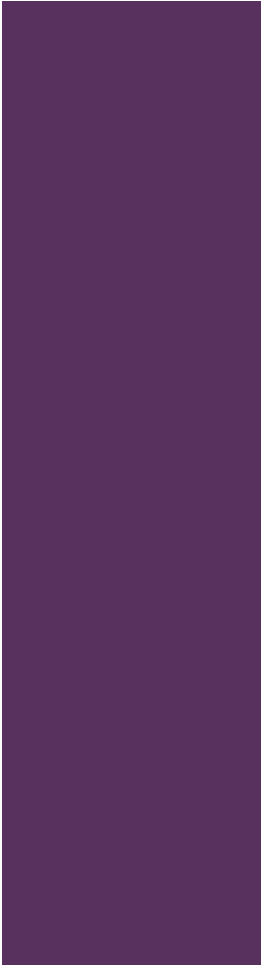
THE NEW NICOLLET

Substantially complete November 2017



The Nicollet Project Highlights

Planned and executed a celebration to announce the end of construction. Developed before and after materials to remind audiences of the previous state of Nicollet and produced a video featuring the new updates.



Planning and Opening the Downtown Commons

Our team assisted Minneapolis Community Planning & Economic Development (CPED) with their initial efforts surrounding the development of the Commons park in downtown Minneapolis. We assisted with planning public meetings, garnering positive media attention for the project and the preliminary announcements around fundraising efforts.



Grand Opening Downtown Commons

Instead of a ribbon cutting, we hosted a frisbee throwing featuring the mayor, city council members, and other city dignitaries. The event engaged participants and spectators while providing media with an unique photo op.



Our Approach

Evans Larson would act as an extension to the Wayzata city team and do the following:

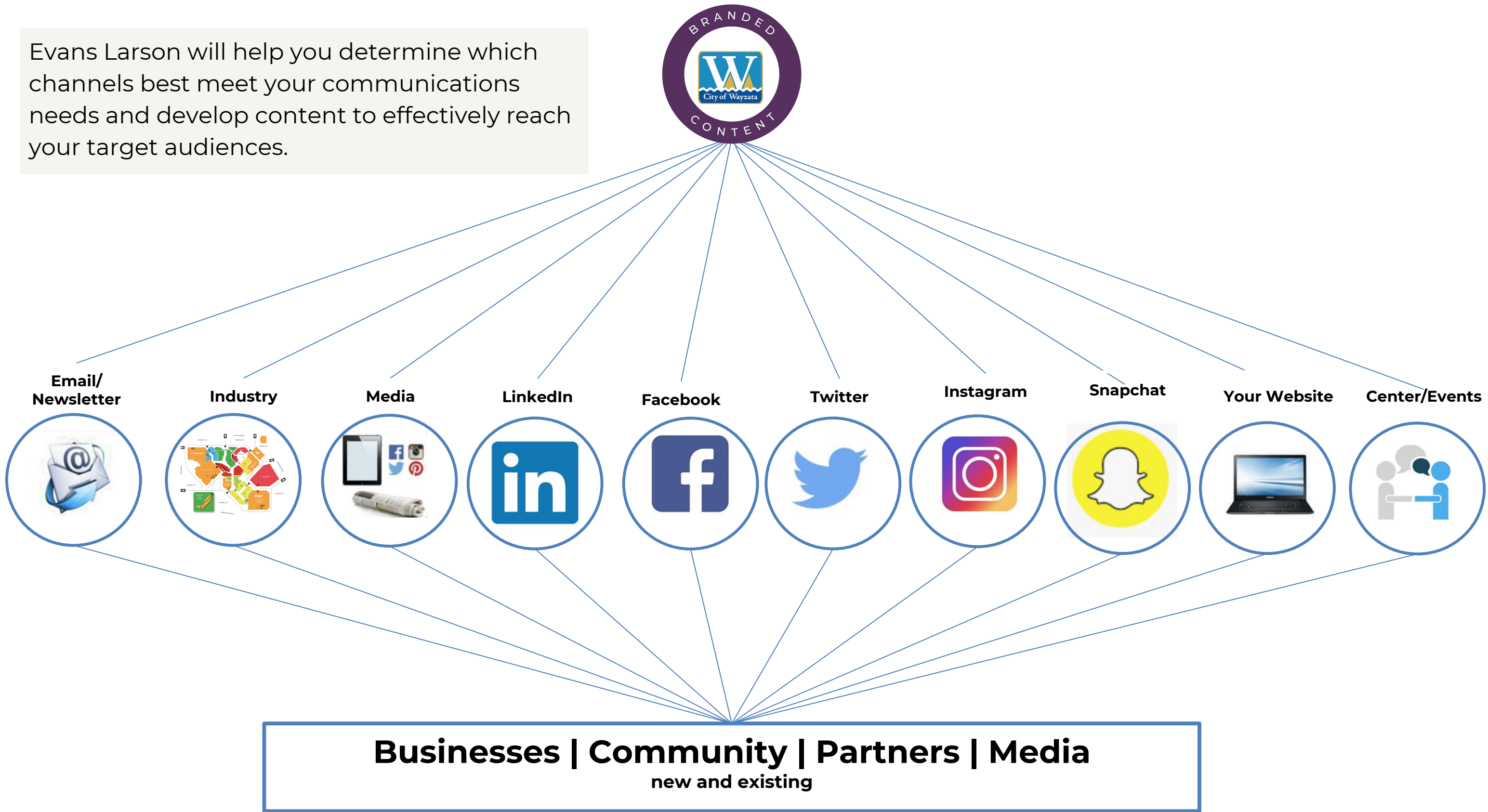
- Meet with the Wayzata team to understand project goals and align communications strategy to meet those goals.
- Clearly identify all target audiences.
- Develop a plan to communicate with target audiences through all city channels.
- Develop a microsite to house updates and all communication. *(We can demonstrate what a microsite looks like if we meet in person - but it's a cost-effective way to update information quickly to all audiences.)*



APPROACH

Maximizing Your Communication

Evans Larson will help you determine which channels best meet your communications needs and develop content to effectively reach your target audiences.



APPROACH

Creating, Delivering, Optimizing Content

We work with your team to determine the communications vehicles that will best deliver messages to your target audiences.

Social

Digital

- Posts
- Video
- Slide shows
- Filters
- CRM/GRM
- Images

- Blogs
- Email/Newsletters
- Web content
- Podcasts

Media Relations

Marketing

- Press releases
- Pitches
- Bylined articles
- Video
- On-site
- Training

- Community relations
- On-site events
- Tenant support and relations



**TERESA MCFARLAND – PARTNER**

Teresa has worked in communications for nearly 30 years including work for two governors and a congressman, Mall of America and more. She brought the contracts for the City of Minneapolis and the Minneapolis Downtown Council with her when she joined Evans Larson in May 2018.

**ELIZABETH PAVLICA – VICE PRESIDENT, SOCIAL MEDIA**

Elizabeth oversees social strategy and multi-channel advertising campaigns to help clients meet their business goals. Elizabeth's work targeting specific audiences has been recognized by Facebook; in 2017, Facebook came to town to meet with her team, and in 2018, Evans Larson was named a Facebook Agency Partner.

Additional Team Members



BRITT JOHNSEN – CONTENT EDITOR

Britt has worked as a journalist and content writer for more than a decade. She has covered city, county and state government for a variety of publications throughout Minnesota. Her work has appeared in the Star Tribune, the Pioneer Press and the Minneapolis/St. Paul Business Journal.



JENNIFER TREBISOVSKY – MEDIA RELATIONS & CONTENT MANAGER

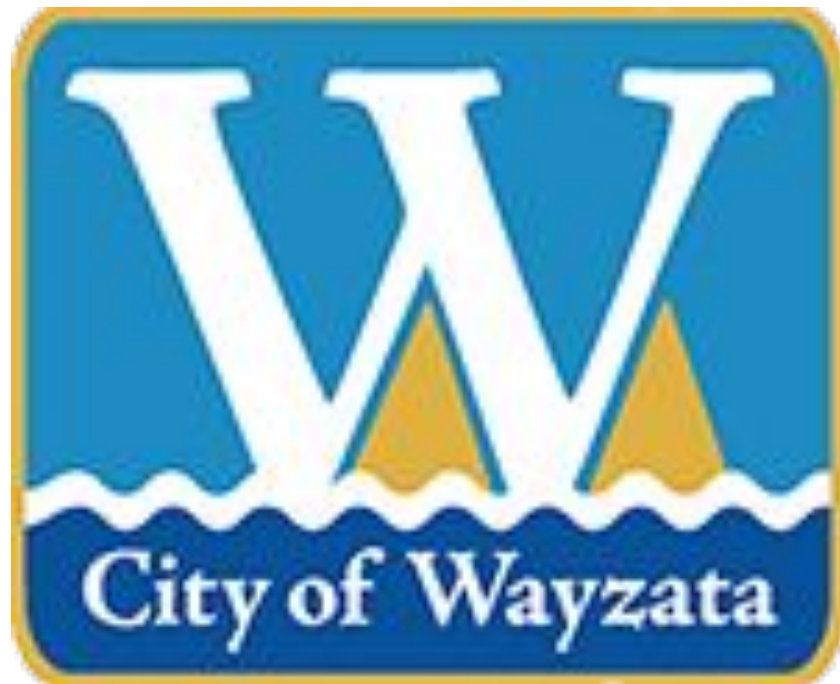
Jennifer has worked with a variety of clients from start-ups to Fortune 500 companies, implementing strategic communications and outreach plans. She also has experience working with Convention and Visitors Bureaus, is a published author. Her writing has appeared in *USA Today* and *SB Nation*.



ANDREA SCHWARTZ – MANAGING EDITOR

Andrea has worked in both communications and nonprofit sector, and currently focuses on strategic social communications and advertising. She assists Elizabeth in developing targeted social campaigns to reach audiences in a cost effective manner.

We would offer the City of Wayzata our nonprofit blended rate of \$150 an hour.





Thank You

CONTACT:

Teresa McFarland

Teresa@EvansLarson.com

(952) 484-8088

EVANS LARSON COMMUNICATIONS

401 N 3rd Street, Suite 620

Minneapolis, MN

55401

(612) 338-6999

RFQ Response

2019 Construction Impact Mitigation Communication Strategy

City of Wayzata

February 20, 2019

Prepared for

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

Jeffrey Dahl
City Manager
jdahl@wayzata.org
(952) 404-5309

Prepared In Partnership by



Fuzzy Duck
Eddie Ulrich
eddie@fuzzyduck.com
(952) 449-6800

and



Ted Davis
Davis Communications Management
ted@daviscommunications.biz
(651) 690-9852

1. - Issue / Approach / Strategy

The Issue:

In the summer of 2019, the City of Wayzata will be the site of three significant road infrastructure improvement projects.

Specifically, the projects will be the replacement of the Central bridge at Central Avenue at I-394, reconstruction of the intersection of Wayzata Boulevard and Superior Boulevard, and the reconstruction of Lake Street in support of the Lake Effect initiative. Together, these projects will add up to more than six months of significant road construction during a single construction season.

While there will be significant long-term gains for the community, the projects themselves will create numerous challenges for residents, visitors and the community businesses that serve them.

Our Approach:

Collaborative Partnership

We believe the very best short and long-term solution for this and future communication challenges the City of Wayzata will face is a partnership between our two firms - Fuzzy Duck and Davis Communications Management. This partnership requires each of us to recognize and acknowledge our own weaknesses, and draw on the other partner's strengths in order to offer the most complete and ideal solution. We feel this partnership will help to provide common sense, a common purpose, and a combined strength superior to any single-firm resource.

To eliminate any contractual or billing frustrations for the city, we are also willing to contract under one entity. For this project, Fuzzy Duck would be the entity listed on any written agreements, serve as the local connection and would manage budget and invoicing.

Plan

The negative impacts of large road construction projects can be mitigated through strong communication with the residents, visitors and businesses who need access into, out of and through the city. In fact, properly managed, mitigation communication can help strengthen relationships with the city, its residents, and the local business community. The goal is to create allies and advocates for the current road work and for future projects by empowering all audiences with the information they need to manage the situation. This



work is intended to help residents and visitors navigate the three major road construction projects scheduled for 2019 and provide support to limit the impact of curtailed access on businesses in and adjacent to the construction projects.

To accomplish this, we recommend that the city develop a variety of communication channels with the impacted parties along with the strategies, themes, and communication tactics for a year-long communication effort. It is important that this work begin well before the construction projects begin in April in order to properly prepare residents for the upcoming construction season, provide time for businesses to join/implement suggested tactics and be scaled to last for the full length of the construction.

Our Strategy:

The key to success in any public communication and advocacy effort is the development of a carefully reasoned and supported strategic communications plan. This plan will include clear measurable objectives, defined audiences, tools for reaching them and an implementation schedule.

That plan provides the framework for developing communications materials that address the specific issues and audiences along with a step-by-step guide for reaching stakeholders with specific messages.

Stakeholders will help define the strategy and the tactics. Specifically, we recommend the following approach:

Early Communication

The first project, replacement of the Central Avenue Bridge, begins in April 2019. The last of the three projects, the reconstruction of Lake Street, will likely be completed in 2020. The time to prepare residents and business patrons for this work is now. By starting with top-level communication to the key audiences now, the city will establish its commitment to helping people navigate the construction season. Possible tools for this work are:

Multi-Channel Communication

Wayzata's stakeholders receive information from a variety of channels, and we must meet them by communicating through a variety of channels. These channels must represent a combination of written, visual, and word-of-mouth channels to ensure audience preferences are met. Channels should also be both static and active; in other words, they must be easily found in the traditional places as well as actively promoted in less traditional channels. Some of the potential channels include but are not limited to:

- Social Media
- Mobile-Responsive Website or Web-Based Application

- Community meetings
- Media Relations
- 'Open for business' signage and communication
- Community television
- Email marketing
- Campaign style lawn and window signs

And other tactics yet to be named.

Leverage Partnerships

Many organizations have a stake in mitigating construction impacts and have channels to reach stakeholders. These organizations bring members and supporters to the project and those relationships must be mobilized to help communicate with their constituencies.

We recommend shared communication strategies with:

- Wayzata Chamber of Commerce
- Lake Effect Conservancy
- Key local employers
- Homeowners associations
- Rental housing operators
- Faith communities
- School communities

And other partnerships yet to be explored.

Focus on access to homes and to businesses

The primary goals of this work are to help residents and visitors get where they need to go and support businesses in maintaining their traffic. Everything in this work must focus on providing timely information that will guide stakeholders to their jobs and to the community's businesses. With successful communication and proper visual implementation, stakeholders will be empowered to get where they need to go and negative impact on businesses will be minimized. Stakeholders will associate the positive help they receive with the city and its partners and will be more likely to defend and advocate for the project because they are better informed. The earlier we can get accurate information to our primary audiences, the more likely they are to proactively share it with other secondary audiences - showcasing their knowledge and gaining relational stature with their peers. The concept of relational stature between audiences, especially those who live in the same geographical area, provides an internally driven motivation for people to share information as a means of bonding and stature building.

Celebrate Milestones



We recommend planning events to commemorate key moments in the projects. This both draws attention to the projects and rewards stakeholders. Among the milestones that can be recognized:

- Beginning of each project.
- Significant partial completion dates.
- Unique facts or finds that occur during the projects.
- Completion of each project
- Ribbon cutting for each project.

Keep an eye on long term benefits

Each of these road construction projects is designed to make the community better. The end goal needs to be embedded in all communication to constantly remind stakeholders why the work is being done and why it is worth the effort.

For Example: The new Central Avenue bridge will have more capacity and will prevent traffic backups. The new intersection at Wayzata Boulevard and Superior Boulevard will improve safety and simplify a critical crossroads. The reconstruction of Lake Street will be the first step to making the Wayzata lakefront connected, clean, welcoming and safe.

The communication tools built for the construction mitigation effort can also offer long term benefits for the city. The proposed web-based application could continue to be used to communicate routine public works activity such as snow emergencies, road closures and sewer system maintenance. With proper permissions, the email and text lists can be used in the same way. Wayzata's investment in construction mitigation communication should offer long term benefits for the city and for Wayzata's stakeholders

2 - Company Backgrounds / Qualifications/ Experience

Fuzzy Duck

Fuzzy Duck was founded over 25 years ago and has provided design, development and marketing services to a variety of individuals, businesses, municipalities, organizations and educational institutions. Our communication and audience-driven approach allows us to listen to our clients' needs, think about the underlying challenges and create effective solutions that meet and exceed our client's goals.

Experience:

- Team of professionals with multiple areas of skills and experience
- Located in Wayzata - familiar with the area, it's residents and it's businesses
- Creative Marketing and Visual Communication Strategy
- Visual Branding, Graphic Design and Motion Graphics
- Web Design, Development & Digital Marketing
- Social Media Strategy, Monitoring and Management
- Content Strategy and Creation Experience

At Fuzzy Duck, our internal philosophy follows a "Listen. Think. Create" process and we continually apply this approach to all our projects. Simply put, we "Listen." to our clients in order to discover their specific needs and goals, "Think." through strategies to meet their needs and accomplish their goals, and then "Create." and implement unique and effective communications and solutions.

After our clients' solutions are implemented, we can repeat the process again - using industry leading analytic tools to "Listen." to the audience and review the results, "Think." through the data and how it aligns with our clients' strategies and goals, and then, if necessary, "Create." and implement optimizations to continually improve upon the results.

When the project requires, Fuzzy Duck has extensive experience in web and digital marketing. We were an early adopter of mobile responsive sites, and have been creating engaging online experiences for over fifteen years.

Our clients range from small business start ups to global companies such as Pentair and General Mills. Our experience in the commercial and corporate markets allows us to bring a fresh perspective to every project we are involved in.



Davis Communications Management

Davis Communications Management is a public affairs and public relations firm working for organizations that need to engage communities and leaders for results in the public realm. We help individuals, public agencies, business organizations and institutions communicate clearly with their audiences through media relations, grassroots and grassroots advocacy, and strategic communications.

We have focused much of our work on helping public organizations communicate with their constituents around matters of economic development and infrastructure.

When you hire Davis Communications the work is done by senior communications professionals who have proven success in media relations, public advocacy and public policy communications. The senior professionals identified in this proposal are the individuals who will engage in all aspects of the work on a daily basis.

Our principal team brings to every project deep experience in strategic public affairs communications, crisis communications management, media relations and public outreach.

We specialize in communications strategy and implementation for organizations engaged in complex long term, large scale projects.

With a strong strategy in place we help our clients turn their plans to action. Our team members are experienced spokespeople and consultants. We will help the city respond to media calls, implement proactive media outreach, prepare presentations and manage meetings. We take great pride in being available whenever our client needs us.

2.1 - Meet the Individual Team Members

Between the two companies, there are decades of professional experience in everything from strategy and planning to creative design and digital marketing.

Eddie Ulrich / Fuzzy Duck / Founder & President

A long-time community resident and Wayzata business owner, Eddie has contributed as both a volunteer and a business partner to the city and surrounding businesses and organizations. His local client relationships are both numerous and long-lived.

With numerous awards for entrepreneurship and over 25 years of experience, Eddie's business background combined with his talent for brand positioning and messaging has resulted in repeated success stories for Fuzzy Duck's clients.

Beyond overseeing Fuzzy Duck's daily operations, Eddie's roles include Marketing Strategist, working directly with clients to help establish their branding and messaging strategies, as well as Creative Director, ensuring that the creativity and quality level remain high on all projects.

Creatively, he has worked on everything from children's books to independent feature films, and these experiences have strengthened his role at Fuzzy Duck by honing his abilities to simplify and convey concise, purposeful messages through visual and written communications.

Ted Davis, APR / Davis Communications Management / Founder & President

A seasoned public relations strategist with 30 years of experience creating successful public affairs and communications programs in Minnesota. For the past two decades, Ted has specialized in implementing both long and short term crisis communications, media relations, and community grassroots outreach campaigns on public affairs issues. With a specialty in real estate development, he has crafted public messaging that has helped numerous developments navigate public process from the idea stage, through financing and permitting to completion. His clients have included the Ramsey County Regional Railroad Authority, the University of Minnesota, the University of Saint Thomas, the League of Minnesota Cities, The American Red Cross, Fairview Health Services, Allina Health System, the Saint Paul Public Housing Agency, and the Saint Paul Area Chamber of Commerce. In each of these cases, he has coordinated with the efforts of media, communications professionals, community organizers and volunteers to achieve success.

For six years, Ted served as the Communications Director for the Saint Paul Public Housing Agency. In that position, he managed public communications for the agency as it acquired properties to be used for public housing across the city of Saint Paul. As a consultant, he has provided communications counsel to numerous private developers and public entities



on development matters including the City of Arden Hills, the City of Vadnais Heights, the City of Saint Paul, the University of St. Thomas, the University of Minnesota and the League of Minnesota Cities.

Community service is central to Ted's professional practice. He serves as a director of the Midway Chamber of Commerce, the Friends of the Saint Paul Public Library and the Saint Paul Serves Foundation. He is a founder of Serving Our Troops- a volunteer organization that organizes events to connect National Guard Members serving overseas with their families.

He has also served as an on-call communications volunteer for the American Red Cross and as a communications consultant to a variety of not for profit organizations.

Paul Omodt, ABC, APR, MBC, SCMP / Davis Communications Management

A 30 year veteran of the Minnesota public relations and communication landscape, Paul is known for handling some of the Midwest's biggest crisis and critical communication situations. From the 1998 Northwest pilots' strike to the 35W bridge collapse and from product recalls to corporate restructuring, Paul's communication skills and strategies have left a lasting impact.

A nationally recognized communications professional, Paul's expertise is sought by a broad mix of clients from leading corporations to small businesses and non-profits who appreciate his ability to analyze an issue and provide a communication solution. He regularly works with local units of government to reach their goals through strategic communication counsel and application. Like Ted Davis, Paul has provided communication counsel and training to the League of Minnesota Cities for many years.

Paul is a frequent speaker and guest lecturer where his mix of practical experience, storytelling and engaging speaking style make him a conference favorite.

Paul was born and raised in Minneapolis and has long been active in the community both as a volunteer and an elected official, serving on the St. Louis Park City Council and on the city's Economic Development Authority for a decade. Paul served as St. Louis Park's representative on the I-394 development project, working alongside civic leaders along the I-394 corridor to shape the project.

A 1984 graduate of Minneapolis Southwest High School, Paul received his undergraduate and graduate degrees from the University of St. Thomas. Paul has continued his career at St. Thomas where he has been an adjunct professor in the both the undergraduate Communications and Journalism department as well as in the Masters of Business Administration department. Paul also conducts academic research on topical matters through the University.



Jared Law / Fuzzy Duck / Digital Strategist

For over 15 years, Jared has led the online interaction and web projects for Fuzzy Duck. A diverse background in Online Interaction, Digital Marketing, Communications, and Web Design & Development, Jared is able to turn advanced concepts and needs into reliable and manageable online solutions. He has the unique combination of both design & development capabilities that enables him to take an all-encompassing approach to accomplish the client's goals.

Diane Borries / Fuzzy Duck / Print Design Director

Diane's strong eye for detail and order have allowed her to work successfully as a print designer at Fuzzy Duck for the past 15 years. In addition to her years of experience, her best traits are her calm rapport with clients and vendors alike, and her efficiency in seeing a project through to completion. She enjoys working directly with clients to build and maintain lasting relationships.

CJ Rodriguez / Fuzzy Duck / Social Media & Content Director

CJ specialises in social media strategy and content management. Her responsibilities include integrated marketing & communications planning, social media management, content creation and curation, as well as SEO / SEM strategy and management.

Amanda Levin / Fuzzy Duck / Web Project Director

An experienced web professional, Amanda brings a highly focused background and knowledge of higher education web site and CMS systems to Fuzzy Duck's design and development team. Her continued work and focus is in designing and developing highly functional and adaptive web sites and applications for our clients.

Courtney Saaf / Fuzzy Duck / Graphic Designer & Web Developer

Courtney has a background in Industrial design that has lent itself well to her years of web design, customer service and leadership experience across several industries. She brings a strong background in design, management, and organizational systems to Fuzzy Duck. Courtney strives to bridge the gap between project management and design by combining her expertise in web design/development, UI/UX design, graphic design, and SEO with her knowledge in internal process organization and customer service.



Lauren Addy / Fuzzy Duck / Graphic Designer / Illustrator / Motion Graphic Artist

Lauren has a wide spectrum of creativity and a talent for visual communication. With a background and education in traditional art and animation, Lauren's career has broadened her skill set with branding, design, and motion graphics. Lauren is able to bring fresh, creative solutions to any project.

Gal Curtis / Fuzzy Duck / Traffic Manager / Office Coordinator

Gal is Fuzzy Duck's traffic manager and office coordinator. She assists on day to day operations, billing, office management and event planning.

2.2 - Projects / Work Examples

Fuzzy Duck / Visual Design & Branding Joining Organizations and Communities

The Opportunity

When two long-time youth soccer clubs from Wayzata and Plymouth decided to join forces in order to better serve the youth of their shared community, they needed a creative firm that could combine their organizations under a new name, new logo and new colors. They wanted to strip all past visual equity from the two existing brands and start fresh with a new brand that members from both clubs could get behind.

Seizing the Opportunity

Working with key representatives from each of the two soccer club boards, Eddie Ulrich utilized written surveys, facilitated group brainstorming and conducted one-on-one interviews to establish brand positioning, attributes, key visuals and personality to incorporate into potential club names and initial logo design concepts. Once a name was established and a black and white logo was approved, Eddie conducted online voting sessions with both club's members to allow for member input and help adopt brand colors.

The Results

The resulting name of Fusion Soccer Club was well received by both sides and the visual logo and colors has stood the test of time for the past 5 years.

How Does This Apply?

The two previous clubs had been rivals for years and both organizations carried emotional attachments. The process required more than strong design skills, it required a deep awareness and sensitivity to the two primary audiences and then a logical yet empathetic strategy and approach to the rebrand in order to address the sometimes polar opposite opinions of the key stakeholders. It was all about relationships - respecting the existing ones while building new ones.



Fuzzy Duck / Creative Strategy & Visual Messaging Getting Teenagers To Eat Their Fruits and Vegetables

The Opportunity

When you're feeding more than 7,000 students each day, that takes some doing! It's even tougher when one of your primary goals is getting middle schoolers and high schoolers to select a "complete meal" consisting of at least 3 of the 5 food groups with at least one of them being either a fruit or vegetable. That's what Culinary Express is responsible for and they enlisted the creative assistance of Fuzzy Duck to come up with visual messages that students would notice, remember and possibly make them think twice when making their lunch selections.

Seizing the Opportunity

Fuzzy Duck researched their target audiences and determined that their age groups frequent movie theatres. Hoping to catch their attention, they developed a "Save The Drama For Your Mama" campaign featuring a series of mock movie posters.

The Results

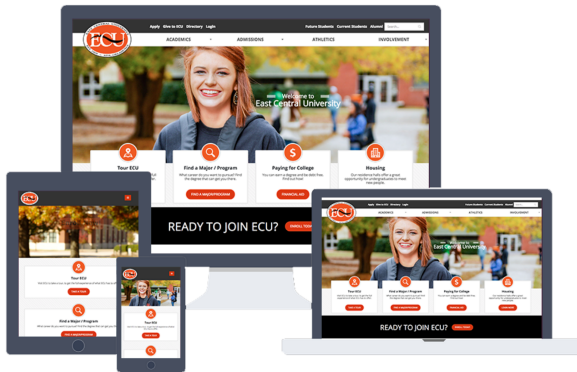
The clever combination of movie names and cinematic imagery served an alluring combination and the students "ate them up."

How Does This Apply?

Sometimes it's not enough to simply know what needs to be said and to whom. Sometimes it takes a little creativity - both written and visual - to create messages that get noticed, remembered and acted on.

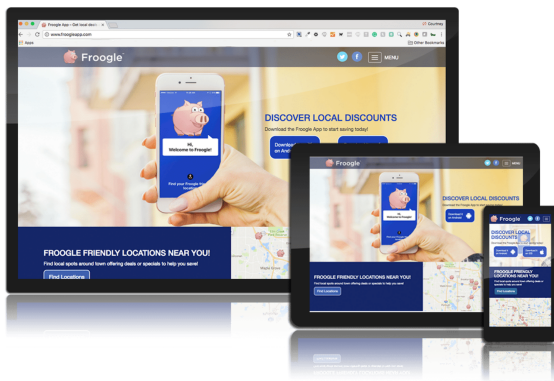


Fuzzy Duck / Web Design & Development



East Central University

The project consisted of a complete redesign and migration of their previous Drupal 7 site to Drupal 8. This brought a full spectrum of opportunities and challenges to the project. Not only is Drupal 8 a major rewrite of the powerful content management system, it is also a fundamental shift in how content is stored and presented. This required a new approach to the architecture, modules, tools, and workflows that have been a proven success in the past.



Froogle App

The project included early stage user experience and user interface for a consumer-based mobile app concept. Wireframes and visual designs were created to guide the app developers in the final development of the product.

Our work with Foogle App continues with web design and development features for the applications online presence with sales acquisition and business management tools.

Fuzzy Duck / Creative "Wayzata" Work - Just for Fun





Davis Communications Management / Building A Community Through Transit

The Opportunity

As light rail was linking the downtowns of Minneapolis and St. Paul, the massive construction project with its lengthy timelines and disruption had the possibility of scaring away business and customers who may be reluctant to out-wait the construction. Not only did government bodies have the need for mitigation communications so did local builders, developers and businesses in order to keep their projects on track and ensure their audiences knew what they could expect and plan accordingly.

Seizing the Opportunity

Working with a consortium of developers and builders, Paul Omodt developed a communication program to both exist alongside the communications of the light rail developers and 'on top' of the communications to go deeper than the information provided to provide a sense of cache and personalized stature building. By hosting unique ways to engage audiences, including invite-only construction tours and insider-only communications channels, a special bond was created between audiences and the builders and developers. This bond helped in the marketing of mixed-use projects combining retail and housing with audiences who had a renewed and vested interest in telling adjacent audiences about the progress of the projects and the building of their new homes or businesses.

The Results

The consortium's two mixed use projects were both fully leased out prior at the time the buildings were completed. Both housing units and retail space were leased allowing the developers to quickly move onto new opportunities as their pro-formas and projects were successfully realized. Creating a community of insiders helped turn audiences into supporters of the projects.



Davis Communications Management / Earning Public Consent - University of Saint Thomas Summit Avenue Redevelopment

The Opportunity

The University of Saint Thomas owned two blocks adjacent to its Saint Paul Campus for decades. As part of a campus master planning process, it was seeking to replace existing single-family homes on the property with classroom and student residential buildings. The challenge arose from the fact that the campus is located in an historic district and is surrounded by some of the most desirable homes in the metro area. A well-organized group of neighbors opposed the project.

Seizing the opportunity

The University engaged Ted Davis as part of a consulting team charged with constituent education, media strategy and neighborhood outreach as they planned the redevelopment of the block.

The Five-year communications program included:

- Focus groups to determine the transit preference and values of under-represented individuals
- A random sample survey to test the ideas gathered in focus groups
- Development of a 'neighborhood sounding group' to determine interest in transit improvements
- A targeted media relations campaign to educate and elicit comments from the residents and businesses in Saint Paul.
- An Internet strategy to provide audiences with updated information on the progress of the study
- A speaker's bureau designed to educate audiences and elicit feedback
- A public affairs outreach program to assure that policy makers and their advisors understood the goals and objectives of the study, the preferences of the diverse audiences, and the transit needs of the corridor.

The Results

After five years of outreach, the University reached an agreement with representatives of the neighborhood and the City to proceed with a partial redevelopment of the Summit Avenue properties and a process for engaging the neighborhood for a better, stronger and more productive relationship. While economic conditions prevented the University from proceeding with the redevelopment in the short term, the neighborhood engagement elements continue to serve both the University and the Neighborhood.



Davis Communications Management / Ayd Mill Road- Giving a Community a Public Voice

The Opportunity

Ayd Mill Road has been a topic of debate for a generation. The road was built in the 1960s to connect Interstate 35E to Interstate 94. However, through the controversies surrounding the construction of 35E, the connection was never completed, and the road sat idle for years. In the meantime, significant congestion grew in the city streets surrounding Ayd Mill Road.

Saint Paul's Mayor opened the connection from 35E to Selby Avenue for a one-year test of the neighborhood impacts. A public forum at the start of the test was dominated by one neighborhood group that opposed the test and advocated for the permanent closure of Ayd Mill Road. The message from the hearing indicated a lack of public support for opening the road.

One year later, the test data showed that much of the traffic that had been causing havoc on residential streets moved to Ayd Mill Road without the negative impacts feared by residents on the northern end of the road. As promised, the Mayor set a date for a public hearing to learn neighbors' concerns after the test.

Seizing the Opportunity

The Mayor's office needed to display support for keeping the road open at the second public hearing. They engaged Ted Davis to develop a grassroots and media strategy to build a coalition of supporters in business and the neighborhood and provide them with the tools to state their case at the public hearing. With less than two weeks notice, Davis built a coalition of community and business leaders, worked with them to develop community organizing messages and talking points for the public hearing, and created communications and organizing tools. He also developed and implemented a media relations program designed to inform supporters about the opportunity to testify.

The Results

More than 100 supporters of the Ayd Mill Road connection attended the public hearing. Supporters from the neighborhoods and the business community near the road dominated the testimony and demonstrated to the Mayor that the continued connection between I-35E and Ayd Mill Road enjoyed significant support at the neighborhood level.

Shortly after the public hearing, Saint Paul officials announced that Ayd Mill Road will remain open.

3 - Pricing / Hourly Rate

There are a few different ways we approach pricing and it is usually determined by clarity of the scope of work, how much information we have about the project ahead of time, and the client's preference.

PROJECT PRICING:

Whenever possible, we prefer to provide a set price or price range for a project ahead of time based on parameters and deliverables. This method is ideal for projects with a clear scope of work. The client can confirm and agree to the pricing and as long as the process and the deliverables remain the same, we stick to that quoted price or range.

STRAIGHT HOURLY RATE:

For the purposes of this RFQ response, we offer the following hourly rates:

Senior Strategists: \$200 per hour

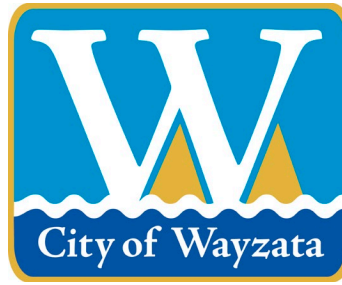
Eddie Ulrich, Ted Davis, Paul Omodt & Jared Law

Project Directors: \$175 per hour

Diane Bories, CJ Rodriguez & Amanda Levin

All Other Internal Staff: \$150 per hour

Again, we hope to utilize Project-Based Pricing whenever possible on this project. By using this pricing method, we ensure that the client receives superior value and fair pricing on all deliverables.



City Council
Mayor Ken Willcox
Jeff Buchanan
Dan Koch
Johanna McCarthy
Alex Plechash

City Manager
Jeffrey Dahl

2019 Construction Impact Mitigation Communication Strategy

Request for Qualifications

The Issue

Commencing spring of 2019, the City of Wayzata will be the site of three significant road infrastructure improvement projects. These projects will improve connections within the City for residents, patrons of area businesses, and visitors. Together, these projects will add up to more than one year of significant road construction spanning all of the 2019 construction season and potentially the start of 2020.

Construction will create significant temporary disruptions to critical roads within the City throughout the construction seasons. As a result, the City is seeking a communications consultant that can assist with the development and manage the implementation of a communication strategy to help Wayzata residents, businesses, and visitors navigate the construction projects and limit the negative impacts on construction.

The road projects planned for 2019 are:

- Replacement and expansion of the bridge at Central Avenue (County Road 101) at US Highway 12 (April to October 2019),
- Reconstruction of the intersection of Wayzata Boulevard and Superior Boulevard (April to July 2019), and
- Reconstruction of Lake Street between Broadway Avenue and Barry Avenue (Phase I of the Lake Effect Project---September 2019 to early 2020).

While there will be significant long-term gains for the community, the projects themselves will create numerous challenges for residents, visitors, and the community businesses that serve them.

Context

The City of Wayzata is a thriving small town community on the northern shores of Lake Minnetonka. Its population is around 5,000 with employee-base of about 6,000. Thousands more visit downtown to walk its pedestrian friendly streets, play in its parks, swim in the lake, and patronize its dynamic downtown along Lake Street.

Wayzata continues to balance small town charm and relationships with a progressive vision that includes enhancement of its basic infrastructure and improvement of its recreational

areas. Additional assistance is needed from a professional communications firm to help the community move forward with these critical improvements yet keep residents, businesses, and visitors informed about the construction, ways to navigate, and build on the excitement that the improvements will create.

Next Steps

Please submit a statement of qualifications that describes your firm's experience in:

Developing communication strategy on behalf of municipalities designed to:

- Prepare the community for construction disruption
- Inform residents of changing road access into and out of the community
- Assist businesses in the impacted areas to help customers access the business
- Support businesses in the impacted areas

Please include a description of:

- Similar projects that your firm has completed on behalf a municipality
- The individuals and local vendors who would perform the work
- Hourly rate of employees in firm
- Their experience communicating with diverse audiences of stakeholders
- Your approach to this project

Please submit the statement of qualifications by no later than Monday, February 11. City staff will review submittals and plan to make a recommendation for a partnership to the City Council by Tuesday, February 19, 2019.

Please note that whichever firm is selected, they will be strongly considered by the City and Lake Effect Conservancy in a longer term role to assist with the Lake Effect Initiative.