

WAYZATA CITY COUNCIL Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, March 19, 2019

4:30 p.m. Dinner Available for Wayzata City Council - Conference Room

CLOSED SPECIAL MEETING OF CITY COUNCIL (5:00-5:30 p.m.)

- **Closed Special Meeting of City Council under Minn. Stat. 13.05.D Subd. 3(b) to Discuss a Lawsuit brought in Minnesota District Court against Civitali Restaurant Corporation d/b/a Punch Neapolitan Pizza and other Defendants, including the City of Wayzata**

WORKSHOP TOPICS FOR DISCUSSION:

- **Strategic Plan Update (5:30 p.m.)**
- **Discuss Possible Amendments to Franchise Fee Ordinance (5:45 p.m.)**
- **Bar and Grill/Liquor Store Operations Update (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)**
 - Planning Commission Annual Update by Chair Greg Flannigan
 - Introduction of Assistant Planner Nick Kieser
 - Swearing In of Police Officer Jason Gehrman
- 6. New Agenda Items**
- 7. Consent Agenda**
 - Approval of City Council Workshop Meeting Minutes of March 5, 2019 and City Council Regular Meeting Minutes of March 5, 2019.
 - Approval of Check Register
 - Approval of Municipal Licenses
 - Police Activity Report
 - Building Activity Report
 - Approval of Proposal from Rapp Consulting Group for Strategic Planning Facilitation Services
 - Approval of Tax Increment Financing Agreement (TIF) between the City of Wayzata and Swan's Corner, LLC at 305 thru 309 Lake Street East
 - Approval of Professional Services Agreement between the City of Wayzata and Goff Public
- 8. New Business**
 - Consider Resolution 14-2019 Denying a Variance at 143 and 151 Westwood Lane
 - Consider Resolution 11-2019 Approving Design Review for Chase Bank at 1022 Wayzata Blvd E
 - Consider Approval of Fifth Amendment to Antenna Lease Agreement between the City of Wayzata and AT&T Mobility Corporation
- 9. City Manager's Report and Discussion Items**
- 10. Public Forum (as necessary)**

11. Adjournment

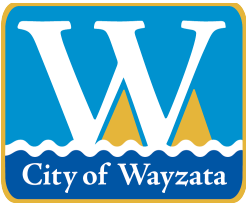
Meeting Rules of Conduct:

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

Upcoming Meetings:

City Council - April 2, 2019 & April 16, 2019
Planning Commission - April 1 & April 15, 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 Council Workshop City Council Agenda Report

MEETING DATE: March 19, 2019	WORKSHOP AGENDA ITEM: a.
TITLE: Closed Special Meeting of City Council under Minn. Stat. 13.05.D Subd. 3(b) to Discuss a Lawsuit brought in Minnesota District Court against Civitali Restaurant Corporation d/b/a Punch Neapolitan Pizza and other Defendants, including the City of Wayzata	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

DISCUSSION OBJECTIVE:

To update the City Council on the claim against the City and to provide feedback on the direction of this case.

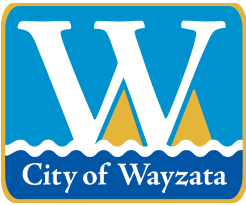
BACKGROUND:

Michele Scott was struck by a tree when dining on the Punch Pizza patio on May 6, 2017. Because the tree is reported to be on City property, Ms. Scott and her husband, Dan Scott, have submitted a claim against the City as well as other parties, including Punch Pizza, the property owner, the property manager, and several other entities, in order to be reimbursed for damages caused by the tree.

Attached is an update of the case from Ryan Zipf, attorney for the League of Minnesota Cities, who is representing the City. He will be in attendance to provide an update, answer questions, and take feedback. Given the circumstances involved in this case, this discussion will be in the form of a special meeting that is closed to the public.

ATTACHMENTS:

1. Case Status Letter 03.05.19 (confidential)



City of Wayzata City Council Agenda Report

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

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
DRAFT – March 5, 2019**

5:15 p.m. Sustainability Commission

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 Planning and Building Thomson, and Director of Public Works/City Engineer Kelly.

Mr. Dahl provided background for creation of a board that advised on organization-wide and community-wide sustainability effort as part of the City's most recent edition of the Strategic Plan and as an implementation step of the 2040 Vision.

Council Member Buchanan stated that this topic was on the agenda due to his urging. Forming some sort of sustainability commission and have Wayzata become a leader in energy neutrality and environmental stewardship was a key focus for him. He introduced several residents that would like to volunteer for the City to help with goals related to eco-consciousness. Resident Polly Anderson showed a video that summarized the efforts of other communities, similar to the size of Wayzata, pertaining to sustainability. The Council agreed that it should look into creating a sustainability task force or steering committee to explore the initiative further. Council Members Buchanan and Plechash agreed to be a part of that process. Mr. Dahl indicated that he would work with Council Member Buchanan on a recommendation to move forward at one of the Council Meetings in April.

5:45 p.m. Walker Avenue/Rice Street Intersection

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 Planning and Building Thomson, and Director of Public Works/City Engineer Kelly.

Mr. Dahl explained that the council asked staff to look at the intersection of Rice Street and Walker Avenue South due to safety concerns due to grades and adjacent sight impediments. The northbound approach on Walker Avenue is at a significant grade, as well as the eastbound approach on Rice Street. Additionally, the retaining wall for the Blue Water Theater extends approximately 22 feet into the east side of the right-of-way (ROW) on the north side of the intersection.

Mr. Kelly outlined several options for the intersection including the installation of a southbound stop sign, extension of the no parking on the west side of Walker, and the potential widening of Walker Avenue. The widening of Walker Avenue would be a significant undertaking whereas the installation of a southbound stop sign and extension of the no parking on the west side are easily implemented.

The Council discussed the options and potential impacts.

Next steps include staff preparing cost estimates for the widening of Walker Avenue, as well as having the Police Department look into any crash data for the intersection. Staff will present their findings at a workshop in May.

6:15 p.m. Amending Tobacco Ordinance

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 Planning and Building Thomson, and Director of Public Works/City Engineer Kelly.

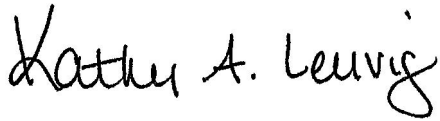
1 Mr. Dahl provided background that the council recently expressed interest in exploring the increase of the
2 minimum age of tobacco sales from 18 to 21.

3
4 Council Member McCarthy indicated that she asked to have this discussion and was concerned about the
5 issue as a whole and impacts on teenagers, especially with e-cigarettes. She indicated the school district
6 has taken steps to address the e-cigarette epidemic, other neighboring cities have, and that now was the
7 time for Wayzata to consider action.

8
9 Discussion involved various opinions on the topic and the Council requested that staff present more
10 information regarding any recent tobacco-related violations. Dahl indicated he would follow up on the
11 topic via his Friday Weekly Report.

12
13 The workshop meeting was adjourned at 6:50 pm.

14
15 Respectfully submitted,

A handwritten signature in black ink that reads "Kathy A. Leervig". The signature is written in a cursive, flowing style.

20
21 Kathy Leervig
22 City Clerk
23

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
March 5, 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, Director of Planning and Building Thomson, Public Works Director/City Engineer Kelly, and City Attorney Schelzel.

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Section Foreman House Conditions

Dan Gustafson, 1040 East Circle Drive, as a member of the Heritage Preservation Board, talked about the conditions of the Section Foreman House. He talked about the history and future plans for the house, but questions remained over funding and purpose. Volunteers had expressed an interest in cleaning up the house and Mr. Gustafson suggested that painting, landscaping, etc. could be completed in the interim to maintain the integrity of the home until renovations could be completed.

Mr. Dahl explained that the Heritage Preservation Board was working with the Historical Society, the Lake Effect Conservancy, and the City on developing an interim plan which would come before the Council some time over the next couple of months.

AGENDA ITEM 6. New Agenda Items.

None.

AGENDA ITEM 7. Consent Agenda.

Mr. Koch expressed disapproval for Item 7.f. He understood that the City did not have control over this, but wondered why it went up significantly. Mr. Kelly explained that the increase was only 6.5%. Mr. Dahl noted that the increase was to boost the environmental and recycling operations of the Council. Mayor Willcox asked staff to contact the County Commissioner's Office to come and talk about the fees. Mr. Dahl answered that staff would contact Commissioner Callison's office for an update.

Mrs. McCarthy pulled Item 7.d. for further discussion.

Mr. Plechash notified staff that Item 7.h. listed options. He encouraged staff to look at the options and exercise the right to add those if it deemed necessary. Mr. Kelly acknowledged the authorization and said that if the change was significant it would come back to the Council.

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

- a. Approval of City Council Workshop Minutes of February 19, 2019 and City Council Regular Meeting Minutes of February 19, 2019
- b. Approval of Check Register
- c. Approval of Municipal Licenses
- d. ~~Adopt Resolution 09-2019 Approving Conditional Use Permit and Variances at 231 Manitoba Avenue South~~ This item was considered following Item 8c.

- e. Approval of Design Services Agreement with Three Rivers Park District for Dakota Rail Regional Trail Extension
 - f. Adopt Resolution 08-2019 Amending the 2019 Fee Schedule to Reflect Hennepin County Solid Waste Tax Increase
 - g. Adopt Resolution 12-2019 Approving Amended Post-Issuance Debt Compliance Policy and Procedures for Tax-exempt and Tax-advantages Government Bonds
 - h. Approve Proposal and Authorize Professional Service Contract with Stantec for Design of Parking Lot at 235-275 Lake Street East
- The motion carried 5/0.

AGENDA ITEM 8. New Business.

a. Consider Resolution 13-2019 Approving Schematic Design for the Realignment of the Dakota Rail Regional Trail from Ferndale Road South to Barry Avenue South

Mr. Dahl provided a brief recap of the project, previously explored options, and a summary of feedback received as a result of the community engagement.

Scott Jordan, Civitas, talked about some of the past reiterations, Ferndale intersection options, Dakota Rail Regional Trail Extension existing conditions, and the two new options.

Jonathan Vlaming, Associate Superintendent of Three Rivers Park District, thanked the City for working with the Park District and said the District would respect the City's decision on eliminating the "pork chop" median at Ferndale Road and Lake Street.

Mr. Buchanan asked about actual tree loss for Option 1C. Mr. Jordan answered that 17 existing trees remained in Option 1C. Mr. Buchanan also asked about the importance of car stacking. Mr. Kelly talked about the current traffic conditions and stacking. Mr. Jordan added that some things like car stacking and tree preservation would be nailed down during the design process.

Mr. Plechash asked about the differences between Option 1C and 1D. Mr. Jordan explained that everything west of Barry Avenue was the same, in terms of the road and trail alignments, are the same.

Mr. Koch asked for staff's feedback on the "pork chop" median, traffic flow, and converting the yield sign to a stop sign. Mr. Kelly said the only concern was providing adequate turning movements for large vehicles. Mayor Willcox asked if there was an issue with stacking backing up to the railroad track. Mr. Kelly said that it was not a concern because of the mechanized gates. Mayor Willcox was concerned that the City was accommodating bikes and pedestrians at the expense of cars along this corridor.

Mr. Dahl noted that staff recommended Option 1C and eliminating the "pork chop" median. He reminded the Council and audience that the Park District was paying for both the design and the project.

Mr. Buchanan made a motion, seconded by Mr. Koch, to Adopt Resolution No. 13-2019, Approving Schematic Design for the Realignment of the Dakota Trail from Ferndale Rd S to Barry Ave S. The motion carried 4/1 (Willcox).

b. Consider Resolution 10-2019 Approving a Conditional Use Permit for Penny's Coffee at 800 Lake Street East

Mr. Thomson presented the development application from the applicant, Foley Schmidt of Penny's Coffee, and the property owner, The Dietrich Co. Family Limited Partnership, to construct a coffee shop within the existing mixed-use building at 800 Lake Street East. The application requested approval of a Conditional Use Permit for joint parking facilities. Mr. Thomson discussed the Parking Study prepared by Westwood Professional Services.

Mrs. McCarthy asked how parking would be handled if the tenant mix changed in the future. Mr. Thomson explained that there were three options to meet the City's parking requirement for future tenant changes: provide the parking on-site parking, provide an agreement with an adjacent property that has surplus parking, or utilize the City's fee in lieu of parking policy.

1 Mayor Willcox noted the parking study was completed in January. He asked if staff was
2 concerned about peak season. Mr. Thomson thought it was still representative of what would be
3 expected and felt comfortable because there was still a cushion between expected parking demand
4 and available supply.

5 Mayor Willcox asked if employees would be allowed to park in the Municipal Parking.
6 Mr. Thomson said as the conditions were current drafted, employees would not be restricted from
7 parking in the City lot. Mayor Willcox suggested adding a condition that prohibited employee
8 parking in the municipal lot. Mr. Thomson agreed the Council could add that condition.

9 Mayor Willcox thought traffic movement in the parking lot was tight and was concerned
10 with the additional cars. Mr. Thomson said the study did not look at circulation, but noted that the
11 drive aisles were wider than the City required.

12 Mr. Plechash noted that the zoning standards required 44 parking spaces. The traffic study
13 said there was adequate parking. Mr. Plechash suggested taking a closer look at zoning standards
14 in the future to see if changes needed to be made.

15 Foley Schmidt, Chief Executive Officer of Penny's Coffee, spoke to the questions of
16 seasonality, menu, traffic, and how long the average person spends at Penny's.

17 Mayor Willcox asked if Penny's differentiated itself from standard coffee shops. Mr.
18 Schmidt answered absolutely. Penny's goal was to be part of the communities it served and
19 believed the brand promise stacked up well.

20 Mayor Willcox asked if there was any concern with in and out traffic. Mr. Kelly thought
21 there would be a period of adjustment when the business was new, but it would level off. Mayor
22 Willcox asked about the Council's options if traffic became an issue. Mr. Thomson explained that
23 the conditions were added to address the issue before it became a problem.

24 Mrs. McCarthy was concerned with parking and thought most people would stay longer
25 than ten minutes. Mr. Koch thought there was sufficient parking between this parcel and the other
26 parcel owned by the same property owner. Mayor Willcox thought that it was more likely that
27 people would park in the municipal parking lot. Mr. Thomson mentioned that since the peak time
28 for the coffee shop was 7:00 to 10:00 a.m., there would generally be parking available in the
29 municipal lot.

30 Mrs. McCarthy asked about the days chosen for the parking study. Mr. Thomson explained
31 that Friday and Saturday represented the highest volume week day and weekend day.

32 Mayor Willcox asked the Council to weigh in.

33 Mr. Plechash was concerned about the parking, but trusted the Planning Commission. He
34 said the food and service at Penny's was great.

35 Mrs. McCarthy thought the space was wonderful with a lot of history and was happy to
36 have new tenant. She wanted to add a condition that employee parking not be allowed on the lot
37 across the street,

38 Mr. Koch was satisfied with parking because the property owner had two parking lots. He
39 also noted that the other tenants were very supportive. He agreed with not allowing the employees
40 to park in the municipal parking lot.

41 Mr. Buchanan had attended the Planning Commission meeting and was supportive.

42 Mayor Willcox said Penny's was a welcome addition to Wayzata. He wanted to put a cap
43 on the menu and restrict employees from parking across the street.

44 Mr. Plechash made a motion to Adopt Resolution No. 10-2019, Approving Conditional
45 Use Permit for Joint Parking at 800 Lake Street St E, with the added requirement that employees
46 not park in the municipal Parking lot.

47 Mrs. McCarthy asked if a shared parking agreement was part of the resolution. Mr.
48 Plechash asked the City Attorney about amending the motion. Mr. Schelzel explained that careful
49 thought should be given to the implications of requiring the applicant to have the shared parking
50 agreement. There was a concept in the zoning ordinance for shared parking for two separate
51 parcels. He thought the City could recognize that the properties were owned by the same owner so

shared parking might just be a practical benefit. A formal condition of approval of the Conditional Use Permit was a different matter. The agreement would be recorded against the property if it were sold. Staff would need to think through all of the issues if Council decided to go that direction. Also, the applicant would need to agree to the additional condition.

Mr. Plechash decided to keep his motion as stated. Mr. Buchanan seconded. The motion carried 5/0.

c. Consider Responses to 2019 Construction Impact Mitigation Strategy Request for Qualifications

Mr. Dahl explained that Council had reviewed the Request for Quotation that was sent to a variety of communication firms. The firm would help increase communications throughout the community and mitigate negative impacts during the upcoming three major road construction projects. Staff recommended moving forward with a partnership between Goff Public and Fuzzy Duck. The first task would be to create a strategy,

Mr. Koch asked if the City did not get a matching grant would the \$60,000 budget be sufficient to complete a well-run media campaign. Mr. Dahl answered because funding was undetermined there would be different tiers of the plan. Mr. Koch asked when the City would find out if Hennepin County approved the matching grant. Mr. Dahl answered by the end of the current month.

Mrs. McCarthy asked who was on the committee that chose the marketing and communications firms from the Request for Quotation process. Mr. Dahl replied himself, Kristin Classey, Becky Pierson, Brooke Beyer, and Andrew Mullin.

Mayor Willcox thought it was very important to get as much information out as quickly as possible because there would be so much disruption.

Mrs. McCarthy made a motion, seconded by Mr. Koch, to direct staff to draft professional services agreement with Goff Public and Fuzzy Duck for marketing and communication services. The motion carried 5/0.

AGENDA ITEM 7. Consent Agenda - continued.

d. Adopt Resolution 09-2019 Approving Conditional Use Permit and Variances at 231 Manitoba Avenue South

Mrs. McCarthy explained that because this item requested both a Conditional Use Permit and Variance, she thought it best to ask staff to provide background and allow Council to consider.

Mr. Thomson presented the property information, zoning of surrounding neighborhood, the development application, and the unique circumstances to justify the variance. The Planning Commission had unanimously recommended approval.

Mayor Willcox noted the structure would meet requirements if it were single family home, but because it was two family home, it did not meet setback requirements. Mr. Thomson explained that the proposed addition does meet setback requirements, but the property does not meet lot area and lot width requirements for a two-family dwelling.

Mrs. McCarthy asked if any issues had been filed as a rental property. Mr. Thomson answered no.

Mr. Buchanan mentioned that the property was unique because it was an upper and lower. The ordinance that required a larger lot size dealt with side by side units.

Mayor Willcox asked if this would be rewarding non-compliant behavior. Mr. Thomson explained that the City allowed non-compliant properties to continue, but not to expand. However, in this case there was a unique situation compared to other properties in the City.

Mr. Buchanan made a motion, seconded by Mr. Plechash, to Adopt Resolution No. 09-2019, Approving Conditional Use Permit and Variances for Two-Family Dwelling at 231 Manitoba Avenue S. The motion carried 5/0.

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

a. Upcoming Events/Announcements

- State of the City Luncheon on March 27, 2019 at 11:30 a.m.
- Best wishes to former Fire Chief Paul Klapprich to get well.
- Thank you to Public Work's great job on snow plowing/removal.

b. Council Member Updates/Announcements

Mrs. McCarthy asked staff for a future update on the eventual thaw, melting snow, and potential flooding.

Mr. Kelly answered affirmatively and noted the Watershed District would be having conversations internally and would soon address the communities it served.

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

There were no comments.

AGENDA ITEM 11. Adjournment.

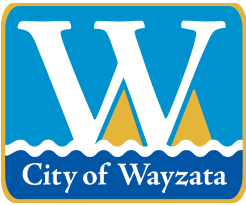
Mrs. McCarthy made a motion, seconded by Mr. Koch to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 8:41 p.m.

Respectfully submitted,

Kathy A. Leervig

Kathy Leervig
City Clerk

Drafted by Sarah Peterson
TimeSaver Off Site Secretarial, Inc.



City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 7.b.
TITLE: Approval of Check Register	
PROPOSED MOTION: Approve the Payment of Checks for February & March 2019	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approve of the attached check register for February & March 2019.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. February & March 2019 Check Register

***Check Detail Register©**

February 2019 to March 2019

		Check Amt	Invoice	Comment
10100 Old National				
Paid Chk#	112283	2/27/2019	CASH - OLD NATIONAL	
G 640-10150	ATM	\$9,000.00	ATM FILL	ATM FILL
Total CASH - OLD NATIONAL		\$9,000.00		
Paid Chk#	112284	3/4/2019	ARTISAN BEER COMPANY	
E 640-47000-253	Beer For Resale	\$331.70	3324088	BEER RESALE
E 640-47000-253	Beer For Resale	\$102.20	3325483	BEER RESALE
E 640-47000-253	Beer For Resale	(\$74.10)	448129	BEER RESALE
E 640-47000-253	Beer For Resale	(\$249.00)	CREDIT ON A	BEER RESALE
E 640-47000-253	Beer For Resale	(\$90.00)	CREDIT ON A	BEER RESALE
E 640-47000-253	Beer For Resale	\$28.00	OWE ON ACC	BEER RESALE
Total ARTISAN BEER COMPANY		\$48.80		
Paid Chk#	112285	3/4/2019	BELLBOY BAR SUPPLY CORP.	
E 640-47000-251	Liquor For Resale	\$415.00	0068429000	LIQ RESALE
E 640-47000-259	Freight	\$10.20	0068429000	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$0.00	0068429000	MISC.MIX
E 640-47000-210	Operating Supplies (GENERAL)	\$0.00	0068429000	SUPPLIES
Total BELLBOY BAR SUPPLY CORP.		\$425.20		
Paid Chk#	112286	3/4/2019	BOURGET IMPORTS	
E 640-47000-252	Wine For Resale	\$1,740.00	158551	WINE
E 640-47000-259	Freight	\$12.25	158551	FREIGHT
Total BOURGET IMPORTS		\$1,752.25		
Paid Chk#	112287	3/4/2019	BREAKTHRU BEVERAGE	
E 640-47000-252	Wine For Resale	\$1,104.00	1080927979	WINE
E 640-47000-259	Freight	\$5.80	1080927979	FREIGHT
E 640-47000-251	Liquor For Resale	\$2,744.24	1080931304	LIQUOR
E 640-47000-259	Freight	\$25.73	1080931304	FREIGHT
E 640-47000-252	Wine For Resale	\$1,664.00	1080931305	WINE
E 640-47000-259	Freight	\$17.40	1080931305	FREIGHT
E 640-48000-251	Liquor For Resale	\$224.82	1080931534	LIQUOR
E 640-48000-252	Wine For Resale	\$195.00	1080931534	WINE
E 640-48000-251	Liquor For Resale	\$440.94	1080934361	LIQUOR
E 640-48000-252	Wine For Resale	\$156.00	1080934361	WINE
Total BREAKTHRU BEVERAGE		\$6,577.93		
Paid Chk#	112288	3/4/2019	BREAKTHRY BEVERAGE BEER	
E 640-47000-253	Beer For Resale	\$3,232.55	1090967541	BEER
E 640-47000-253	Beer For Resale	\$2,545.10	1090970206	BEER
E 640-48000-253	Beer For Resale	\$475.00	1090970237	BEER
E 640-48000-253	Beer For Resale	\$343.00	1090972331	BEER
Total BREAKTHRY BEVERAGE BEER		\$6,595.65		
Paid Chk#	112289	3/4/2019	CAPITOL BEVERAGE SALES	
E 640-47000-253	Beer For Resale	\$850.05	2223869	BEER
E 640-47000-253	Beer For Resale	\$1,422.52	2227001	BEER
E 640-48000-253	Beer For Resale	\$627.00	2227066	BEER
E 640-48000-253	Beer For Resale	\$709.00	2230072	BEER
Total CAPITOL BEVERAGE SALES		\$3,608.57		
Paid Chk#	112290	3/4/2019	CINTAS CORPORATION	
E 640-48500-210	Operating Supplies (GENERAL)	\$72.29	4016838430	KITCHEN SUPPLIES
E 640-48500-217	Uniforms	\$22.28	4016838430	KITCHEN UNIFORMS
E 640-48000-210	Operating Supplies (GENERAL)	\$42.33	4016838430	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$72.29	4017245470	KITCHEN SUPPLIES

***Check Detail Register©**

February 2019 to March 2019

			Check Amt	Invoice	Comment
E 640-48500-217	Uniforms		\$22.28	4017245470	KITCHEN UNIFORMS
E 640-48000-210	Operating Supplies (GENERAL)		\$42.33	4017245470	BAR SUPPLIES
	Total CINTAS CORPORATION		\$273.80		
Paid Chk# 112291	3/4/2019	COMMERCIAL GASKETS OF MPLS.			
E 640-48500-404	Repairs/Maint - Machin/Equip		\$342.46	11329	REFRIGERATOR REPAIRS
	Total COMMERCIAL GASKETS OF MPLS.		\$342.46		
Paid Chk# 112292	3/4/2019	COZZINI BROS., INC.			
E 640-48500-415	Other Equipment Rentals		\$43.01	C6132336	KNIFE EXCHANGE
	Total COZZINI BROS., INC.		\$43.01		
Paid Chk# 112293	3/4/2019	DAHLHEIMER DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$769.65	1398365	BEER
E 640-48000-253	Beer For Resale		\$240.00	1403011	BEER
E 640-47000-253	Beer For Resale		\$727.40	1403012	BEER
	Total DAHLHEIMER DISTRIBUTING CO.		\$1,737.05		
Paid Chk# 112294	3/4/2019	DIRECTV			
E 640-48000-415	Other Equipment Rentals		\$332.18	35939007245	SERVICE
	Total DIRECTV		\$332.18		
Paid Chk# 112295	3/4/2019	HOHENSTEINS INC.			
E 640-47000-253	Beer For Resale		\$594.00	122754	BEER RESALE
	Total HOHENSTEINS INC.		\$594.00		
Paid Chk# 112296	3/4/2019	HOLIDAY			
E 640-47000-212	Motor Fuels		\$14.91		FUEL
E 640-48000-210	Operating Supplies (GENERAL)		\$38.28		FUEL
	Total HOLIDAY		\$53.19		
Paid Chk# 112297	3/4/2019	J.H. LARSON COMPANY			
E 640-47000-401	Repairs/Maint Buildings		\$222.00	S101940561.0	STORE LIGHTS
	Total J.H. LARSON COMPANY		\$222.00		
Paid Chk# 112298	3/4/2019	JJ TAYLOR DISTRIBUTING OF MN			
E 640-47000-253	Beer For Resale		\$2,476.00	2907294	BEER
E 640-47000-253	Beer For Resale		\$1,316.90	2929345	BEER
E 640-48000-253	Beer For Resale		\$863.60	2950346	BEER
	Total JJ TAYLOR DISTRIBUTING OF MN		\$4,656.50		
Paid Chk# 112299	3/4/2019	JOHNSON BROS.-ST.PAUL			
E 640-47000-251	Liquor For Resale		\$2,018.22	1214434	LIQUOR
E 640-47000-259	Freight		\$30.24	1214434	FREIGHT
E 640-47000-252	Wine For Resale		\$4,125.96	1214435	WINE
E 640-47000-259	Freight		\$61.74	1214435	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,430.70	1219369	LIQUOR
E 640-47000-259	Freight		\$10.08	1219369	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$600.23	1219370	MISC.BEV
E 640-47000-251	Liquor For Resale		\$315.00	1220782	LIQUOR
E 640-47000-259	Freight		\$1.26	1220782	FREIGHT
E 640-47000-251	Liquor For Resale		\$664.80	1221748	LIQUOR
E 640-47000-259	Freight		\$12.60	1221748	FREIGHT
E 640-47000-252	Wine For Resale		\$1,267.20	1221749	WINE
E 640-47000-259	Freight		\$25.20	1221749	FREIGHT
E 640-47000-251	Liquor For Resale		\$751.40	1223392	LIQUOR
E 640-47000-259	Freight		\$8.82	1223392	FREIGHT
E 640-47000-252	Wine For Resale		\$3,484.50	1223393	WINE
E 640-47000-259	Freight		\$46.62	1223393	FREIGHT

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E 640-47000-251	Liquor For Resale		\$2,707.05	1224562	LIQUOR
E 640-47000-259	Freight		\$12.60	1224562	FREIGHT
E 640-47000-252	Wine For Resale		\$94.00	1224563	WINE
E 640-47000-259	Freight		\$2.52	1224563	FREIGHT
Total JOHNSON BROS.-ST.PAUL			\$17,670.74		
Paid Chk#	112300	3/4/2019	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale		\$317.15	000489942	FOOD
Total KARLSBURGER FOODS, INC.			\$317.15		
Paid Chk#	112301	3/4/2019	LUPULIN BREWING		
E 640-47000-253	Beer For Resale		\$126.00	18906	BEER
Total LUPULIN BREWING			\$126.00		
Paid Chk#	112302	3/4/2019	M.AMUNDSON LLP		
E 640-47000-256	MISC.MDSE.RESALE		\$820.61	275028	CIGARETTES
Total M.AMUNDSON LLP			\$820.61		
Paid Chk#	112303	3/4/2019	MAIN STREET BAKERY		
E 640-48500-255	FOODIngredients For Resale		\$136.16	352293	FOOD RESALE
E 640-48500-255	FOODIngredients For Resale		\$131.00	352415	FOOD RESALE
E 640-48500-255	FOODIngredients For Resale		\$136.16	352613	FOOD RESALE
E 640-48500-255	FOODIngredients For Resale		\$40.00	352686	FOOD RESALE
E 640-48500-255	FOODIngredients For Resale		\$68.00	352811	FOOD RESALE
E 640-48500-255	FOODIngredients For Resale		\$141.32	352938	FOOD RESALE
Total MAIN STREET BAKERY			\$652.64		
Paid Chk#	112304	3/4/2019	MODIST BREWING CO. LLC		
E 640-47000-253	Beer For Resale		\$260.50	E-3050	BEER
Total MODIST BREWING CO. LLC			\$260.50		
Paid Chk#	112305	3/4/2019	NEW FRANCE WINE COMPANY		
E 640-47000-252	Wine For Resale		\$136.00	139947	WINE RESALE
E 640-47000-259	Freight		\$4.00	139947	FREIGHT
Total NEW FRANCE WINE COMPANY			\$140.00		
Paid Chk#	112306	3/4/2019	NORTHWESTERN FRUIT COMPANY		
E 640-48500-255	FOODIngredients For Resale		\$363.50	898427	FOOD
E 640-48500-255	FOODIngredients For Resale		\$210.15	898548	FOOD
E 640-48500-255	FOODIngredients For Resale		\$435.35	898682	FOOD
E 640-48500-255	FOODIngredients For Resale		\$390.35	898773	FOOD
E 640-48500-255	FOODIngredients For Resale		\$243.70	898898	FOOD
E 640-48500-255	FOODIngredients For Resale		\$145.35	899007	FOOD
E 640-48000-251	Liquor For Resale		\$100.00	899007	LIQUOR
Total NORTHWESTERN FRUIT COMPANY			\$1,888.40		
Paid Chk#	112307	3/4/2019	PAUSTIS & SONS		
E 640-47000-252	Wine For Resale		\$832.75	41004	WINE RESALE
E 640-47000-259	Freight		\$8.75	41004	FREIGHT
E 640-47000-252	Wine For Resale		\$159.00	41783	WINE RESALE
E 640-47000-259	Freight		\$2.25	41783	FREIGHT
Total PAUSTIS & SONS			\$1,002.75		
Paid Chk#	112308	3/4/2019	PEPSI -COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$244.00	32715452	MISC.BEV
Total PEPSI -COLA			\$244.00		
Paid Chk#	112309	3/4/2019	PHILLIPS WINES & SPIRITS		
E 640-47000-252	Wine For Resale		\$528.00	2504236	WINE

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E 640-47000-259	Freight		\$7.56	2504236	FREIGHT
E 640-48000-251	Liquor For Resale		\$37.50	2505990	LIQUOR
E 640-47000-251	Liquor For Resale		\$725.80	2507254	LIQUOR
E 640-47000-259	Freight		\$7.56	2507254	FREIGHT
E 640-47000-252	Wine For Resale		\$4,913.00	2507255	WINE RESALE
E 640-47000-259	Freight		\$32.13	2507255	FREIGHT
E 640-48000-251	Liquor For Resale		\$777.58	2509680	LIQUOR
Total PHILLIPS WINES & SPIRITS			\$7,029.13		
Paid Chk# 112310	3/4/2019	REINHART FOODSERVICE			
E 640-48500-255	FOODIngredients For Resale		\$23.33	555947	FOOD
Total REINHART FOODSERVICE			\$23.33		
Paid Chk# 112311	3/4/2019	ROOTSTOCK WINE COMPANY			
E 640-47000-252	Wine For Resale		\$352.82	19-10847	WINE RESALE
E 640-47000-259	Freight		\$5.75	19-10847	FREIGHT
Total ROOTSTOCK WINE COMPANY			\$358.57		
Paid Chk# 112312	3/4/2019	SOUTHERN GLAZER'S OF MN			
E 640-47000-252	Wine For Resale		\$312.00	1785537	WINE RESALE
E 640-47000-259	Freight		\$1.28	1785537	FREIGHT
E 640-47000-252	Wine For Resale		\$1,343.00	1785567	WINE
E 640-47000-259	Freight		\$6.40	1785567	FREIGHT
E 640-47000-252	Wine For Resale		\$1,588.00	1785568	WINE
E 640-47000-259	Freight		\$5.12	1785568	FREIGHT
E 640-47000-252	Wine For Resale		\$789.71	1785569	WINE RESALE
E 640-47000-259	Freight		\$15.36	1785569	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,104.67	1785570	LIQUOR
E 640-47000-259	Freight		\$14.19	1785570	FREIGHT
E 640-47000-251	Liquor For Resale		\$213.61	1785571	LIQUOR
E 640-47000-259	Freight		\$3.84	1785571	FREIGHT
E 640-47000-251	Liquor For Resale		\$4,536.27	1788147	LIQUOR
E 640-47000-259	Freight		\$39.17	1788147	FREIGHT
E 640-47000-252	Wine For Resale		\$328.00	1788148	WINE RESALE
E 640-47000-259	Freight		\$2.56	1788148	FREIGHT
E 640-47000-252	Wine For Resale		\$1,056.00	1788149	WINE
E 640-47000-259	Freight		\$18.13	1788149	FREIGHT
Total SOUTHERN GLAZER'S OF MN			\$12,377.31		
Paid Chk# 112313	3/4/2019	STAR TRIBUNE			
E 101-41500-433	Dues, Licensing & Seminars		\$84.50		SUBSCRIPTION RENEWAL
Total STAR TRIBUNE			\$84.50		
Paid Chk# 112314	3/4/2019	STEEL TOE BREWING			
E 640-47000-253	Beer For Resale		\$327.00	26147	BEER
E 640-48000-253	Beer For Resale		\$250.00	26251	BEER
Total STEEL TOE BREWING			\$577.00		
Paid Chk# 112315	3/4/2019	SUNBURST CHEMICALS, INC.			
E 640-48500-415	Other Equipment Rentals		\$92.58	0011603	DISHWASHER LEASE
E 640-48500-210	Operating Supplies (GENERAL)		\$0.00	0011603	KITCHEN SUPPLIES
Total SUNBURST CHEMICALS, INC.			\$92.58		
Paid Chk# 112316	3/4/2019	THE AMERICAN BOTTLING COMPANY			
E 640-47000-254	Soft Drinks/Mix For Resale		\$143.44	3579001390	MISC.MIX
Total THE AMERICAN BOTTLING COMPANY			\$143.44		
Paid Chk# 112317	3/4/2019	TOLL GAS & WELDING SUPPLY			

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E 640-48000-210	Operating Supplies (GENERAL)		\$102.50	10286696	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$81.65	40096352	SUPPLIES
Total	TOLL GAS & WELDING SUPPLY		\$184.15		
Paid Chk# 112318	3/4/2019	TRADITION WINE & SPIRITS			
E 640-47000-252	Wine For Resale		\$192.00	17986	WINE RESALE
E 640-47000-259	Freight		\$5.00	17986	FREIGHT
Total	TRADITION WINE & SPIRITS		\$197.00		
Paid Chk# 112319	3/4/2019	TRIMARK			
E 640-48000-210	Operating Supplies (GENERAL)		\$27.85	99TGVC	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		(\$106.10)	99TKQ5	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$224.02	99TMJS	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$187.24	99TMJS	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$58.10	99TQF2	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$67.36	99TQF3	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$23.84	99TQF4	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$216.18	99TQF5	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$132.93	99TQF5	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$242.50	99TT47	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$385.81	99TT47	BAR SUPPLIES
Total	TRIMARK		\$1,459.73		
Paid Chk# 112320	3/4/2019	TRIO SUPPLY COMPANY			
E 640-48000-210	Operating Supplies (GENERAL)		\$195.99	514088-00	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$373.39	514088-00	KITCHEN SUPPLIES
Total	TRIO SUPPLY COMPANY		\$569.38		
Paid Chk# 112321	3/4/2019	TRUSTED EMPLOYEES			
E 640-47000-306	Personnel Expense		\$20.00	02201912035S	BACKGROUND CHECK SERVICE
E 640-48000-306	Personnel Expense		\$40.00	02201912035S	BACKGROUND CHECK SERVICE
Total	TRUSTED EMPLOYEES		\$60.00		
Paid Chk# 112322	3/4/2019	US FOODS			
E 640-48500-255	FOODIngredients For Resale		\$249.77	5361002	FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,158.14	5361003	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$194.93	5361003	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$42.90	5361003	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$22.96	5361003	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$326.88	5361003	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$56.88	5361003	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$2,382.05	5395336	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$35.74	5395336	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$42.90	5395336	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$78.73	5395336	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$31.14	5395336	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)		\$22.86	5408952	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$329.74	5451744	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,925.91	5451745	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$153.74	5451745	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$103.38	5451745	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$90.85	5451745	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$174.13	5451745	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$98.99	5451745	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$75.00	5454952	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,915.85	5490532	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$194.46	5490532	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$22.59	5490532	PROMO FOOD

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E 640-48000-254	Soft Drinks/Mix For Resale		\$185.91	5490532	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$56.58	5490532	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)		\$66.74	5529142	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$286.93	5529143	FOOD
E 640-48500-255	FOODIngredients For Resale		\$2,392.69	5529144	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$61.85	5529144	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$42.90	5529144	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$44.98	5529144	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$47.50	5529144	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$72.20	5529144	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)		\$133.68	5582265	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$226.22	5582266	FOOD
E 640-48500-255	FOODIngredients For Resale		\$3,599.78	5582267	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$131.86	5582267	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$114.61	5582267	BAR SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$101.69	5582267	PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale		\$74.46	5582267	MISC.BEV.
E 640-48000-251	Liquor For Resale		\$104.65	5582267	LIQUOR
Total US FOODS			\$24,475.75		
Paid Chk# 112323	3/4/2019	VAN PAPER COMPANY			
E 640-48500-210	Operating Supplies (GENERAL)		(\$182.53)	490377	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$312.55	492139	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$363.09	492734	KITCHEN SUPPLIES
Total VAN PAPER COMPANY			\$493.11		
Paid Chk# 112324	3/4/2019	VINOCOPIA			
E 640-47000-251	Liquor For Resale		\$126.16	0227251	LIQUOR
E 640-47000-252	Wine For Resale		\$112.00	0227251	WINE RESALE
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	0227251	MISC.MIX
E 640-47000-259	Freight		\$16.00	0227251	FREIGHT
Total VINOCOPIA			\$374.16		
Paid Chk# 112325	3/4/2019	WAYZATA LIONS			
E 640-48000-340	Advertising		\$75.00	PLACEMAT A	WAFFLE BREAKFAST PLACEMAT AD - 2019
Total WAYZATA LIONS			\$75.00		
Paid Chk# 112326	3/4/2019	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$804.00	98224	WINE RESALE
E 640-47000-259	Freight		\$11.55	98224	FREIGHT
E 640-47000-252	Wine For Resale		\$240.00	98469	WINE RESALE
E 640-47000-259	Freight		\$3.30	98469	FREIGHT
Total WINE COMPANY			\$1,058.85		
Paid Chk# 112327	3/4/2019	WINE MERCHANT			
E 640-47000-252	Wine For Resale		\$952.00	7222240	WINE
E 640-47000-259	Freight		\$5.04	7222240	FREIGHT
E 640-48000-252	Wine For Resale		\$267.66	7222717	WINE
E 640-47000-252	Wine For Resale		\$2,228.00	7223259	WINE
E 640-47000-259	Freight		\$15.12	7223259	FREIGHT
E 640-48000-252	Wine For Resale		\$100.22	7223563	WINE
E 640-48000-252	Wine For Resale		\$237.66	7224473	WINE
Total WINE MERCHANT			\$3,805.70		
Paid Chk# 112328	3/4/2019	WINEBOW			
E 640-47000-252	Wine For Resale		\$192.00	MN00054165	WINE RESALE
E 640-47000-259	Freight		\$1.50	MN00054165	FREIGHT
Total WINEBOW			\$193.50		

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Paid Chk#	112329	3/4/2019	Z WINES USA LLC		
E 640-47000-252	Wine For Resale		\$150.00	22092	WINE RESALE
E 640-47000-259	Freight		\$5.00	22092	FREIGHT
Total Z WINES USA LLC			\$155.00		
Paid Chk#	112330	3/7/2019	ADVANTAGE HEALTH CORPORATION		
E 101-41500-306	Personnel Expense		\$603.00	105094	BIOMETRIC SCREENING
Total ADVANTAGE HEALTH CORPORATION			\$603.00		
Paid Chk#	112331	3/7/2019	AEM FINANCIAL SOLUTIONS		
E 101-41500-301	Auditing and Acct g Services		\$4,958.00	410764	FINANCE DIR.SERVICES
E 430-40000-499	Miscellaneous		\$1,500.00	410764	CIP MGMT.
Total AEM FINANCIAL SOLUTIONS			\$6,458.00		
Paid Chk#	112332	3/7/2019	AL'S FAN BALANCING SERVICES		
E 610-40000-242	Well & F.P. Equipment		\$320.00	4937	WELL #5 PARTS
Total AL'S FAN BALANCING SERVICES			\$320.00		
Paid Chk#	112333	3/7/2019	ALEX AIR APPARATUS, INC.		
E 101-42200-241	Safety equip/testings		\$790.00	1225	FD SAFETY EQUIP
Total ALEX AIR APPARATUS, INC.			\$790.00		
Paid Chk#	112334	3/7/2019	AT&T MOBILITY		
E 101-41940-321	Telephone		\$165.72		SERVICE
Total AT&T MOBILITY			\$165.72		
Paid Chk#	112335	3/7/2019	AT&T MOBILITY		
E 101-41940-321	Telephone		\$380.81		SERVICE
Total AT&T MOBILITY			\$380.81		
Paid Chk#	112336	3/7/2019	ATLAS BUSINESS SOLUTIONS, INC.		
E 101-42100-309	Contractual Services		\$450.00	277351	PD SOFTWARE
Total ATLAS BUSINESS SOLUTIONS, INC.			\$450.00		
Paid Chk#	112337	3/7/2019	BABCOCK, MERRILY		
E 101-45200-499	Miscellaneous		\$107.47	DIG IT	DIG IT SUPPLIES
Total BABCOCK, MERRILY			\$107.47		
Paid Chk#	112338	3/7/2019	BANYON DATA SYSTEMS		
E 101-41500-433	Dues, Licensing & Seminars		\$485.00	00158595	POS SUPPORT
Total BANYON DATA SYSTEMS			\$485.00		
Paid Chk#	112339	3/7/2019	BARTON SAND & GRAVEL CO.		
E 610-40000-405	Maint/Replac - System		\$678.33	190228	SAND
Total BARTON SAND & GRAVEL CO.			\$678.33		
Paid Chk#	112340	3/7/2019	BERRY COFFEE COMPANY		
E 101-42200-499	Miscellaneous		\$90.32	638859	FD SUPPLIES
Total BERRY COFFEE COMPANY			\$90.32		
Paid Chk#	112341	3/7/2019	CASH - OLD NATIONAL		
G 640-10150	ATM		\$9,000.00		ATM FILL
Total CASH - OLD NATIONAL			\$9,000.00		
Paid Chk#	112342	3/7/2019	CHET'S SAFETY SALES, INC.		
E 610-40000-241	Safety equip/testings		\$84.00	18050	SAFETY BOOTS
E 620-40000-241	Safety equip/testings		\$83.99	18050	SAFETY BOOTS
Total CHET'S SAFETY SALES, INC.			\$167.99		

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Paid Chk#	112343	3/7/2019	CITY VIEW PLUMBING & HEATING		
E 408-40000-540	Equipment		\$6,060.00	49062	BOILER REPIPING
Total	CITY VIEW PLUMBING & HEATING		\$6,060.00		
Paid Chk#	112344	3/7/2019	CIVITAS INC.		
E 233-40000-302	Consultants		\$2,256.75	23821	LAKE EFFECT
Total	CIVITAS INC.		\$2,256.75		
Paid Chk#	112345	3/7/2019	DEHMER FIRE PROTECTION		
E 101-42200-210	Operating Supplies (GENERAL)		\$75.25	7800	FD SUPPLIES
Total	DEHMER FIRE PROTECTION		\$75.25		
Paid Chk#	112346	3/7/2019	DVS RENEWAL		
E 101-42100-404	Repairs/Maint - Machin/Equip		\$11.00		PD TABS
Total	DVS RENEWAL		\$11.00		
Paid Chk#	112347	3/7/2019	GALLS		
E 101-42100-217	Uniforms		\$75.96	011996310	PD UNIFORMS
E 101-42100-217	Uniforms		\$73.53	012015882	PD UNIFORMS
E 101-42100-217	Uniforms		\$55.61	012036699	PD UNIFORMS
Total	GALLS		\$205.10		
Paid Chk#	112348	3/7/2019	GOPHER ACE TRU VALUE		
E 101-42100-210	Operating Supplies (GENERAL)		\$61.52		SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$12.47		SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$8.98		SUPPLIES
E 620-40000-240	Small Tools and Minor Equip		\$21.97		SUPPLIES
Total	GOPHER ACE TRU VALUE		\$104.94		
Paid Chk#	112349	3/7/2019	GOPHER STATE ONE CALL		
E 610-40000-313	Permit Fees/Gopher State		\$27.67	9020812	MONTHLY LOCATES
E 620-40000-313	Permit Fees/Gopher State		\$27.68	9020812	MONTHLY LOCATES
Total	GOPHER STATE ONE CALL		\$55.35		
Paid Chk#	112350	3/7/2019	GROVES, JAMES		
G 101-21721	Flex Plan		\$700.00	2019 FLEX	2019 FLEX REIMB.
Total	GROVES, JAMES		\$700.00		
Paid Chk#	112351	3/7/2019	HACH COMPANY		
E 610-40000-210	Operating Supplies (GENERAL)		\$35.64	11348948	SUPPLIES
Total	HACH COMPANY		\$35.64		
Paid Chk#	112352	3/7/2019	HENN.CNTY.CHIEFS OF POLICE		
E 101-42100-434	Training and schools		\$285.00	2019 DUES	2019 DUES
Total	HENN.CNTY.CHIEFS OF POLICE		\$285.00		
Paid Chk#	112353	3/7/2019	HENNEPIN COUNTY TREASURER		
G 650-20818	Garbage Sales Tax		\$1,500.69	FEB.REFUSE	FEB.REFUSE TAX
Total	HENNEPIN COUNTY TREASURER		\$1,500.69		
Paid Chk#	112354	3/7/2019	HOME DEPOT		
E 101-42100-210	Operating Supplies (GENERAL)		\$146.21		SUPPLIES
E 101-43100-240	Small Tools and Minor Equip		\$32.23		SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$55.88		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$55.88		SUPPLIES
E 101-43100-240	Small Tools and Minor Equip		\$35.68		SUPPLIES
E 101-45200-240	Small Tools and Minor Equip		\$35.68		SUPPLIES
E 610-40000-240	Small Tools and Minor Equip		\$35.68		SUPPLIES
E 620-40000-240	Small Tools and Minor Equip		\$35.68		SUPPLIES

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E 101-42100-210	Operating Supplies (GENERAL)		(\$11.16)		SUPPLIES
	Total HOME DEPOT		\$421.76		
Paid Chk# 112355	3/7/2019	JIMMY'S JOHNNYS			
E 101-45200-415	Other Equipment Rentals		\$420.00	144185	PARKS SERVICE
	Total JIMMY'S JOHNNYS		\$420.00		
Paid Chk# 112356	3/7/2019	KIRVIDA FIRE, INC.			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$180.03	7720	FD TRUCK REPAIR
	Total KIRVIDA FIRE, INC.		\$180.03		
Paid Chk# 112357	3/7/2019	LANO EQUIPMENT, INC.			
E 101-45200-404	Repairs/Maint - Machin/Equip		\$190.59	03-649779	REPAIRS
	Total LANO EQUIPMENT, INC.		\$190.59		
Paid Chk# 112358	3/7/2019	LEAGUE OF MN CITIES INS.TRUST			
E 640-48000-365	Workers Comp Ins		\$1,384.39	13821	W/C CLAIM
	Total LEAGUE OF MN CITIES INS.TRUST		\$1,384.39		
Paid Chk# 112359	3/7/2019	LEAGUE OF MN CITIES INS.TRUST			
E 101-49200-361	General Liability Ins		\$119,012.00		GENERAL LIAB.INS. 2019
E 610-40000-361	General Liability Ins		\$8,000.00		GENERAL LIAB.INS. 2019
E 620-40000-361	General Liability Ins		\$8,000.00		GENERAL LIAB.INS. 2019
E 630-40000-361	General Liability Ins		\$1,000.00		GENERAL LIAB.INS. 2019
	Total LEAGUE OF MN CITIES INS.TRUST		\$136,012.00		
Paid Chk# 112360	3/7/2019	LEAGUE OF MN.CITIES			
E 101-41100-433	Dues, Licensing & Seminars		\$297.00	289419	LEG.CONF.
	Total LEAGUE OF MN.CITIES		\$297.00		
Paid Chk# 112361	3/7/2019	LEAGUE OF MN.CITIES			
E 101-41100-433	Dues, Licensing & Seminars		\$99.00	289491	AMBROSE LEG.CONF.
	Total LEAGUE OF MN.CITIES		\$99.00		
Paid Chk# 112362	3/7/2019	LOFFLER COMPANIES, INC.			
E 101-41500-311	Data Processing		\$4,905.00	3049481	NETWORK SUPPORT
E 240-40000-540	Equipment		\$412.50	CW87833	PD EQUIPMENT
	Total LOFFLER COMPANIES, INC.		\$5,317.50		
Paid Chk# 112363	3/7/2019	LOU'S GLOVES			
E 101-43100-241	Safety equip/testings		\$90.00	027213	SAFETY GLOVES
	Total LOU'S GLOVES		\$90.00		
Paid Chk# 112364	3/7/2019	LUBE TECH			
E 101-43100-212	Motor Fuels		\$139.69	1327040	DIESEL
	Total LUBE TECH		\$139.69		
Paid Chk# 112365	3/7/2019	MACQUEEN EQUIPMENT, INC.			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$209.22	P17923	PARTS
	Total MACQUEEN EQUIPMENT, INC.		\$209.22		
Paid Chk# 112366	3/7/2019	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$1,103.30	21193502	FUEL
E 101-49200-212	Motor Fuels		\$2,264.45	21193503	FUEL
	Total MANSFIELD OIL COMPANY		\$3,367.75		
Paid Chk# 112367	3/7/2019	MARCO			
E 101-41500-404	Repairs/Maint - Machin/Equip		\$170.59	INV6077761	COPIER MAINT.
E 630-40000-404	Repairs/Maint - Machin/Equip		\$116.35	INV6094441	COPIER MAINT.

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Total MARCO			\$286.94		
Paid Chk# 112368	3/7/2019	MEDIACOM			
E 610-49100-499	Miscellaneous		\$1,620.00		SERVICE
Total MEDIACOM			\$1,620.00		
Paid Chk# 112369	3/7/2019	METRO ELEVATOR, INC.			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$320.00	62907	MAINT.
Total METRO ELEVATOR, INC.			\$320.00		
Paid Chk# 112370	3/7/2019	METRO GARAGE DOOR			
E 101-41940-401	Repairs/Maint Buildings		\$2,621.95	284270	PW DOOR REPAIRS
Total METRO GARAGE DOOR			\$2,621.95		
Paid Chk# 112371	3/7/2019	METRO WEST INSPECTION SERVICES			
E 101-42400-309	Contractual Services		\$4,298.75	1875	BLDG.INSPECTION SERVICES
otal METRO WEST INSPECTION SERVICES			\$4,298.75		
Paid Chk# 112372	3/7/2019	METROPOLITAN COUNCIL			
G 101-20831	MWCC (SAC)		\$14,910.00		FEB.2019 SAC SEWER SERVICE
R 101-00000-34190	Charges for Services/Gen Gov		(\$149.10)		FEB.2019 SAC ADMIN.FEE
Total METROPOLITAN COUNCIL			\$14,760.90		
Paid Chk# 112373	3/7/2019	MINNESOTA EQUIPMENT			
E 610-40000-210	Operating Supplies (GENERAL)		\$118.13	P77340	PARTS
E 620-40000-210	Operating Supplies (GENERAL)		\$118.13	P77340	PARTS
E 101-45200-210	Operating Supplies (GENERAL)		\$24.83	P77493	PARTS
Total MINNESOTA EQUIPMENT			\$261.09		
Paid Chk# 112374	3/7/2019	MN DEPARTMENT OF HEALTH			
E 610-40000-309	Contractual Services		\$2,277.00		WATER CONNECTION FEE
Total MN DEPARTMENT OF HEALTH			\$2,277.00		
Paid Chk# 112375	3/7/2019	MN NCPERS LIFE INSURANCE			
G 101-21715	PERA Term Life		\$32.00	03/2019	LIFE INS.
Total MN NCPERS LIFE INSURANCE			\$32.00		
Paid Chk# 112376	3/7/2019	MUNSON LAKES NUTRITION			
E 101-43100-217	Uniforms		\$367.84	0516274CP	PW UNIFORMS
E 610-40000-217	Uniforms		\$362.81	0516277CP	PW UNIFORMS
E 620-40000-217	Uniforms		\$371.38	0516279CP	PW UNIFORMS
E 610-40000-217	Uniforms		\$182.47	0516280CP	PW UNIFORMS
E 620-40000-217	Uniforms		\$182.47	0516280CP	PW UNIFORMS
E 101-43100-217	Uniforms		\$356.40	0516283CP	PW UNIFORMS
E 101-43100-217	Uniforms		\$358.51	0516284CP	PW UNIFORMS
Total MUNSON LAKES NUTRITION			\$2,181.88		
Paid Chk# 112377	3/7/2019	OFFICE DEPOT			
E 101-43100-226	Sign Repair Materials		\$80.08	266386619002	SUPPLIES
E 620-40000-200	Office Supplies (GENERAL)		\$65.98	273304764001	SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)		\$36.19	273305730001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$58.99	277559007001	SUPPLIES
Total OFFICE DEPOT			\$241.24		
Paid Chk# 112378	3/7/2019	OPG-3, INC.			
E 409-40000-499	Miscellaneous		\$2,734.00	3198	LASERFISCHE SOFTWARE
Total OPG-3, INC.			\$2,734.00		
Paid Chk# 112379	3/7/2019	PIRTEK			

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E 101-43100-220	Repair/Maint Supply (GENERAL)	\$400.09	S2886310.001	PARTS
Total PIRTEK		\$400.09		
Paid Chk# 112380	3/7/2019	POLCO		
E 101-41100-309	Contractual Services	\$3,000.00	1177	ANNUAL SERVICE
Total POLCO		\$3,000.00		
Paid Chk# 112381	3/7/2019	PUBLIC SAFETY MINISTRIES		
E 101-42100-306	Personnel Expense	\$500.00	2019-201	PD SERVICE
Total PUBLIC SAFETY MINISTRIES		\$500.00		
Paid Chk# 112382	3/7/2019	RDO EQUIPMENT CO.		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$35.05	P53847	PARTS
Total RDO EQUIPMENT CO.		\$35.05		
Paid Chk# 112383	3/7/2019	SOLDO CONSULTING, P.C.		
E 101-42100-306	Personnel Expense	\$7,971.10	2/17/19	LABOR RELATIONS
Total SOLDO CONSULTING, P.C.		\$7,971.10		
Paid Chk# 112384	3/7/2019	STREICHER S		
E 101-42100-217	Uniforms	(\$9.99)	CM281783	PD UNIFORMS
E 101-42100-217	Uniforms	\$10.99	I1353794	PD UNIFORMS
E 101-42100-217	Uniforms	\$21.99	I1354347	PD UNIFORMS
E 101-42100-217	Uniforms	\$159.99	I1354701	PD UNIFORMS
E 101-42100-540	Equipment	\$441.00	I1354807	PD EQUIPMENT
E 101-42100-540	Equipment	\$681.84	I1354860	PD EQUIPMENT
E 101-42100-217	Uniforms	\$29.99	I1354903	PD UNIFORMS
E 101-42100-217	Uniforms	\$29.99	I1354957	PD UNIFORMS
E 101-42100-217	Uniforms	\$173.99	I1354988	PD UNIFORMS
Total STREICHER S		\$1,539.79		
Paid Chk# 112385	3/7/2019	TIME SAVER		
E 101-41100-302	Consultants	\$455.65	M24536	MTG.MINUTES
Total TIME SAVER		\$455.65		
Paid Chk# 112386	3/7/2019	TITAN MACHINERY		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$61.09	12032224	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$17.40	12064100	PARTS
Total TITAN MACHINERY		\$78.49		
Paid Chk# 112387	3/7/2019	VALLEY-RICH CO., INC.		
E 610-40000-405	Maint/Replac - System	\$4,495.50	26541	WATERMAIN BREAK
E 610-40000-405	Maint/Replac - System	\$6,396.18	26592	WATERMAIN BREAK
Total VALLEY-RICH CO., INC.		\$10,891.68		
Paid Chk# 112388	3/7/2019	VERIZON WIRELESS		
E 101-42200-323	Radio Units	\$12.65		FD SERVICE
Total VERIZON WIRELESS		\$12.65		
Paid Chk# 112389	3/7/2019	VIKING AUTOMATIC SPRINKLER CO.		
E 437-40000-401	Repairs/Maint Buildings	\$600.00	1025-F060066	LIBRARY REPAIR
Total VIKING AUTOMATIC SPRINKLER CO.		\$600.00		
Paid Chk# 112390	3/7/2019	VOLUNTEER FIREFIGHTERS		
E 101-42200-306	Personnel Expense	\$182.00	2019 DUES	FD DUES
Total VOLUNTEER FIREFIGHTERS		\$182.00		
Paid Chk# 112391	3/7/2019	WAYZATA CHAMBER OF COMMERCE		
E 101-41100-331	Mileage & Expense Account	\$100.00	2019 LUNCHE	STATE OF THE CITY LUNCHEON

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E 101-41500-331	Mileage & Expense Account	\$300.00	2019 LUNCHE	STATE OF THE CITY LUNCHEON
Total WAYZATA CHAMBER OF COMMERCE		\$400.00		
Paid Chk# 112392	3/7/2019	WAYZATA ROTARY CLUB		
E 101-41500-433	Dues, Licensing & Seminars	\$558.00	2/26/19	JEFF DAHL DUES
Total WAYZATA ROTARY CLUB		\$558.00		
Paid Chk# 112393	3/7/2019	WSB & ASSOCIATES		
E 430-40000-302	Consultants	\$414.00	R-010640-000-	WAYZ./SUPERIOR
Total WSB & ASSOCIATES		\$414.00		
Paid Chk# 112394	3/13/2019	BANK OF AMERICA		
E 101-42200-212	Motor Fuels	\$61.14		FD SUPPLIES
E 101-42200-499	Miscellaneous	\$101.19		FD SUPPLIES
Total BANK OF AMERICA		\$162.33		
Paid Chk# 112395	3/13/2019	BOTHAM, BRIAN		
E 101-41500-306	Personnel Expense	\$147.00	WELLNESS B	WELLNESS BRUCH
Total BOTHAM, BRIAN		\$147.00		
Paid Chk# 112396	3/13/2019	BURNS EXCAVATING, INC.		
E 101-43100-415	Other Equipment Rentals	\$1,125.00	10966	TRUCK RENTAL TO HAUL SNOW
Total BURNS EXCAVATING, INC.		\$1,125.00		
Paid Chk# 112397	3/13/2019	CENTERPOINT ENERGY		
E 101-41940-383	Fuel, oil and natural gas	\$4,021.63		SERVICE
E 610-40000-383	Fuel, oil and natural gas	\$22.58		SERVICE
E 640-47000-383	Fuel, oil and natural gas	\$427.43		SERVICE
E 640-48000-383	Fuel, oil and natural gas	\$1,709.72		SERVICE
E 101-41940-383	Fuel, oil and natural gas	\$81.32		SERVICE
E 101-42200-383	Fuel, oil and natural gas	\$1,644.85		SERVICE
Total CENTERPOINT ENERGY		\$7,907.53		
Paid Chk# 112398	3/13/2019	CHET'S SAFETY SALES, INC.		
E 101-43100-241	Safety equip/testings	\$147.99	18107	STEEL TOE BOOTS
Total CHET'S SAFETY SALES, INC.		\$147.99		
Paid Chk# 112399	3/13/2019	CLASSIC CLEANING COMPANY		
E 101-41940-409	Maint services & Improv	\$1,345.00	27918	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv	\$360.00	27919	MONTHLY CLEANING
Total CLASSIC CLEANING COMPANY		\$1,705.00		
Paid Chk# 112400	3/13/2019	CULLIGAN-BOTTLED WATER		
E 101-41940-499	Miscellaneous	\$124.60	2334817	SUPPLIES
Total CULLIGAN-BOTTLED WATER		\$124.60		
Paid Chk# 112401	3/13/2019	CUMMINS NPOWER, LLC		
E 610-40000-224	Repair & Maint - Motor Equip	\$131.49	E4-78594	PARTS
E 620-40000-224	Repair & Maint - Motor Equip	\$131.49	E4-78594	PARTS
Total CUMMINS NPOWER, LLC		\$262.98		
Paid Chk# 112402	3/13/2019	EXCEL DOCUMENT MGMT.		
E 101-41910-210	Operating Supplies (GENERAL)	\$80.95	44376	BUS.CARDS - NICK KIESER
Total EXCEL DOCUMENT MGMT.		\$80.95		
Paid Chk# 112403	3/13/2019	GALLS		
E 101-42100-217	Uniforms	\$12.13	012095991	PD UNIFORMS
E 101-42100-217	Uniforms	\$109.99	012095992	PD UNIFORMS
Total GALLS		\$122.12		

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Paid Chk#	112404	3/13/2019	HENN.CNTY.ACCTG.SERVICES		
	E 101-42120-308	Prisoner Care	\$504.00	1000127454	PRISONER PROCESSING
	G 101-20300	Deposits Payable	\$399.00	1000127454	PRISONER PROCESSING
	Total	HENN.CNTY.ACCTG.SERVICES	\$903.00		
Paid Chk#	112405	3/13/2019	HENN.CNTY.INFO.TECH.DEPT.		
	E 101-42200-323	Radio Units	\$1,209.72	1000126914	FD RADIO LEASE
	E 101-42100-323	Radio Units	\$818.21	1000126915	PD RADIO LEASE
	E 409-42100-540	Equipment	\$1,048.79	1000126915	PD RADIOS
	E 101-43100-323	Radio Units	\$200.00	1000126971	RADIO LEASE
	E 101-45200-323	Radio Units	\$195.36	1000126971	RADIO LEASE
	E 610-40000-323	Radio Units	\$150.00	1000126971	RADIO LEASE
	E 620-40000-323	Radio Units	\$150.00	1000126971	RADIO LEASE
	Total	HENN.CNTY.INFO.TECH.DEPT.	\$3,772.08		
Paid Chk#	112406	3/13/2019	JEFFERSON FIRE & SAFETY INC.		
	E 237-40000-240	Small Tools and Minor Equip	\$6,700.00	IN103226	GEAR DRYER
	E 237-40000-240	Small Tools and Minor Equip	\$470.96	IN103372	FD TOOLS
	Total	JEFFERSON FIRE & SAFETY INC.	\$7,170.96		
Paid Chk#	112407	3/13/2019	KONRAD MATERIAL SALES LLC		
	E 430-40000-309	Contractual Services	\$837.20	1253735	ASPHALT
	Total	KONRAD MATERIAL SALES LLC	\$837.20		
Paid Chk#	112408	3/13/2019	LEXISNEXIS RISK DATA		
	E 101-42100-309	Contractual Services	\$33.00	121455020190	PD SERVICE
	Total	LEXISNEXIS RISK DATA	\$33.00		
Paid Chk#	112409	3/13/2019	LOFFLER COMPANIES, INC.		
	E 409-40000-540	Equipment	\$412.50	CW88494	TABLET
	Total	LOFFLER COMPANIES, INC.	\$412.50		
Paid Chk#	112410	3/13/2019	LUBE TECH		
	E 101-43100-212	Motor Fuels	\$132.52	1335611	HYDRAULIC OIL
	E 101-45200-212	Motor Fuels	\$132.52	1335611	HYDRAULIC OIL
	E 610-40000-212	Motor Fuels	\$132.53	1335611	HYDRAULIC OIL
	E 620-40000-212	Motor Fuels	\$132.53	1335611	HYDRAULIC OIL
	Total	LUBE TECH	\$530.10		
Paid Chk#	112411	3/13/2019	MACQUEEN EQUIPMENT, INC.		
	E 101-43100-220	Repair/Maint Supply (GENERAL)	\$348.70	P18147	PARTS
	Total	MACQUEEN EQUIPMENT, INC.	\$348.70		
Paid Chk#	112412	3/13/2019	METRO GARAGE DOOR		
	E 101-41940-404	Repairs/Maint - Machin/Equip	\$3,046.56	282999	PW OVERHEAD DOOR REPAIR
	Total	METRO GARAGE DOOR	\$3,046.56		
Paid Chk#	112413	3/13/2019	METROPOLITAN COUNCIL		
	E 620-40000-386	Other Utilities	\$45,844.38	0001093172	SEWER SERVICE
	Total	METROPOLITAN COUNCIL	\$45,844.38		
Paid Chk#	112414	3/13/2019	MINNESOTA EQUIPMENT		
	E 101-45200-222	Repair & Maint - Equip	\$24.83	P77709	PARTS
	Total	MINNESOTA EQUIPMENT	\$24.83		
Paid Chk#	112415	3/13/2019	MN DEPARTMENT OF HEALTH		
	E 610-40000-433	Dues, Licensing & Seminars	\$23.00	LICENSE	WATER OPERATOR LICENSE
	Total	MN DEPARTMENT OF HEALTH	\$23.00		

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Paid Chk#	112416	3/13/2019	MUNSON LAKES NUTRITION		
E 101-45200-217	Uniforms		\$359.98	0516273CP	UNIFORMS
E 101-43100-217	Uniforms		\$351.37	0516275CP	UNIFORMS
E 101-45200-217	Uniforms		\$359.22	0516276CP	UNIFORMS
E 610-40000-217	Uniforms		\$182.83	0516278CP	UNIFORMS
E 620-40000-217	Uniforms		\$182.83	0516278CP	UNIFORMS
E 101-45200-217	Uniforms		\$364.26	0516281CP	UNIFORMS
E 101-45200-217	Uniforms		\$344.95	0516282CP	UNIFORMS
E 101-45200-217	Uniforms		\$359.94	0516285CP	UNIFORMS
Total MUNSON LAKES NUTRITION			\$2,505.38		
Paid Chk#	112417	3/13/2019	MYHRAN, BENNETT		
E 101-45200-241	Safety equip/testings		\$164.20	WORKBOOTS	REIMB.WORK BOOTS
Total MYHRAN, BENNETT			\$164.20		
Paid Chk#	112418	3/13/2019	NAPA AUTO PARTS-LONG LAKE		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$137.52	3270-432451	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$59.96	3270-433021	PARTS
Total NAPA AUTO PARTS-LONG LAKE			\$197.48		
Paid Chk#	112419	3/13/2019	NEWMAN TRAFFIC SIGNS		
E 101-43100-226	Sign Repair Materials		\$97.00	TRFINV00993	STREET SIGNS
Total NEWMAN TRAFFIC SIGNS			\$97.00		
Paid Chk#	112420	3/13/2019	NORTH MEMORIAL		
E 101-42200-434	Training and schools		\$735.00	ACCT.#888503	EMR TRAINING - FD
Total NORTH MEMORIAL			\$735.00		
Paid Chk#	112421	3/13/2019	OFFICE DEPOT		
E 101-42100-200	Office Supplies (GENERAL)		\$37.20	280978944001	SUPPLIES
E 640-47000-200	Office Supplies (GENERAL)		\$47.98	280978944001	SUPPLIES
E 640-48000-200	Office Supplies (GENERAL)		\$57.00	280978944001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$44.58	280978944001	SUPPLIES
E 640-48000-200	Office Supplies (GENERAL)		\$7.09	280980132001	SUPPLIES
Total OFFICE DEPOT			\$193.85		
Paid Chk#	112422	3/13/2019	PERRY S TRUCK REPAIR		
E 240-40000-499	Miscellaneous		\$149.50	17297	IMPOUND TOW
Total PERRY S TRUCK REPAIR			\$149.50		
Paid Chk#	112423	3/13/2019	PUMP & METER SERVICE,INC.		
E 101-41940-210	Operating Supplies (GENERAL)		\$97.33	30370-1	SUPPLIES
Total PUMP & METER SERVICE,INC.			\$97.33		
Paid Chk#	112424	3/13/2019	RADERMACHER, KURT		
E 610-40000-433	Dues, Licensing & Seminars		\$33.00	MILEAGE&LIC	MILEAGE & LICENSE RENEWAL
E 610-40000-331	Mileage & Expense Account		\$92.22	MILEAGE&LIC	MILEAGE & LICENSE RENEWAL
E 620-40000-331	Mileage & Expense Account		\$92.22	MILEAGE&LIC	MILEAGE & LICENSE RENEWAL
Total RADERMACHER, KURT			\$217.44		
Paid Chk#	112425	3/13/2019	STREICHER S		
E 101-42100-210	Operating Supplies (GENERAL)		\$99.00	I1355160	PD SUPPLIES
Total STREICHER S			\$99.00		
Paid Chk#	112426	3/13/2019	TAPCO		
E 101-43100-226	Sign Repair Materials		\$467.11	I629470	PARTS
Total TAPCO			\$467.11		
Paid Chk#	112427	3/13/2019	TITAN MACHINERY		

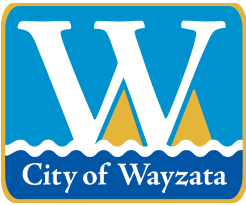
***Check Detail Register©**

February 2019 to March 2019

		Check Amt	Invoice	Comment
E 409-43100-540	Equipment	\$11,823.00	234998	SKID STEER
E 409-45200-540	Equipment	\$11,823.00	234998	SKID STEER
E 409-40000-540	Equipment	\$11,823.00	234998	SKID STEER
Total TITAN MACHINERY		\$35,469.00		
Paid Chk# 112428	3/13/2019	TRI-CITY		
E 610-40000-309	Contractual Services	\$63.00	1900067	WATER ANALYSIS
Total TRI-CITY		\$63.00		
Paid Chk# 112429	3/13/2019	URBAN LAND INSTITUTE		
E 101-41910-433	Dues, Licensing & Seminars	\$100.00	2839388	NICK KIESER MEMBERSHIP
Total URBAN LAND INSTITUTE		\$100.00		
Paid Chk# 112430	3/13/2019	WAYZATA CHAMBER OF COMMERCE		
E 640-47000-433	Dues, Licensing & Seminars	\$335.00	BAR MEMBER	ANNUAL MEMBERSHIP
Total WAYZATA CHAMBER OF COMMERCE		\$335.00		
Paid Chk# 112431	3/13/2019	XCEL ENERGY		
E 101-45203-381	Electric Utilities	\$5,205.03		SERVICE
E 101-41940-381	Electric Utilities	\$6,381.51		SERVICE
E 101-42200-381	Electric Utilities	\$331.42		SERVICE
E 610-40000-381	Electric Utilities	\$0.00		SERVICE
E 640-47000-381	Electric Utilities	\$1,513.62		SERVICE
E 640-48000-381	Electric Utilities	\$3,531.78		SERVICE
E 620-40000-381	Electric Utilities	\$643.03		SERVICE
E 101-41940-381	Electric Utilities	\$22.92		SERVICE
Total XCEL ENERGY		\$17,629.31		
10100 Old National		\$484,213.52		

Fund Summary

10100 Old National	
101 GENERAL FUND	\$209,724.45
233 LAKFRONT IMPROVE	\$2,256.75
237 FIRE DEPT PULL TABS	\$7,170.96
240 DWI FORFIETURES	\$562.00
408 GENERAL CIP	\$6,060.00
409 EQUIP REVOLVING	\$39,664.29
430 STREET CIP	\$2,751.20
437 LIBRARY/COMM.ROOM CIP	\$600.00
610 WATER FUND	\$25,565.11
620 SEWER FUND	\$56,139.64
630 MOTOR VEHICLE	\$1,116.35
640 LIQUOR	\$131,102.08
650 SOLID WASTE	\$1,500.69
	\$484,213.52



City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 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 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).

3/19/2019

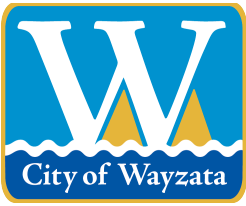
LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

None

**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2019 Gas Fitter's License	
Legacy Companies, Inc.	Bloomington, MN
Ridler Heating & Cooling, Inc. (dba Hero Plumbing, Heating & Cooling)	Mpls, MN
Sayler Heating & Air Conditioning, Inc.	St. Louis Park, MN
2019 Tree Removal and Treatment License	
Hiawatha Tree Services, Inc.	Mpls, MN
Pro-Tree Outdoor Services, LLC	Excelsior, MN



City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 7.d.
TITLE: Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Nichole Fernandez, Administrative Records Specialist	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

The attached February 2019 Police Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. February 2019 Police Activity Report

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT – FEBRUARY, 2019**

DWI

Reported: 02-23-2019 1840

34 year old female from Delano arrested for driving under the influence of alcohol. Tested .14

Addresses Involved

Hwy 12 & Wayzata Blvd W, Wayzata, MN 55391

Names Involved

(Arrested) Dennis, Sara Jacqueline (Age: 34)

Domestic Assault

Reported: 02-18-2019 1442

Report of a domestic assault. Charges pending.

Addresses Involved

400 block of Dexter Dr, Long Lake, MN 55356

Damage to Property - Criminal

Reported: 02-18-2019 1231

Report of tires slashed. Loss \$300.

Addresses Involved

500 block of Willow Dr, Long Lake, MN 55356

DWI

Reported: 02-16-2019 2224

55 year old female from Minneapolis arrested for driving under the influence of alcohol. Tested .11

Addresses Involved

Hwy 12 & Carlson Pkwy, Wayzata, MN 55391

Names Involved

(Arrested) Jacques, Lisa Chierichetti (Age: 55)

Warrant

Reported: 02-14-2019 1542

37 year old male from Montrose was arrested for an outstanding warrant. Transported to jail.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested) Vergin, Jeffrey Duane (Age: 37)

Theft

Reported: 02-11-2019 1133

Theft of a snow blower. Loss \$598.

Addresses Involved

200 block of Central Ave N, Wayzata, MN 55391

Theft

Reported: 02-09-2019 1535

Report of a theft. Loss \$255.

Addresses Involved

1800 block of Symes St, Long Lake, MN 55356

Warrant

Reported: 02-07-2019 1241

32 year old male from Wayzata arrested on an outstanding warrant. Paid bail and was issued a court date.

Addresses Involved

600 block of Lake St E, Wayzata, MN 55391

Names Involved

(Arrested) Klapprich, Keith Edmund (Age: 32)

Warrant

Reported: 02-07-2019 0711

40 year old female from Bloomington arrested on an outstanding warrant. Transported to jail.

Addresses Involved

100 block of Promenade Ave, Wayzata, MN 55391

Names Involved

(Arrested) Thurston, Tamara Jenell (Age: 40)

Domestic Assault**Reported: 02-05-2019 0140**

57 year old male from Long Lake arrested for domestic assault. Transported to jail.

Addresses Involved

200 block of Glenmoor Lane, Long Lake, MN 55356

Names Involved(Arrested) Whitworth, William Kent (Age: 57)

Tampering with MV**Reported: 02-04-2019 1542**

Report of possible fraudulent activity. Three parties arrested for receiving stolen property.

Addresses Involved

900 block of Lake St E, Wayzata, MN 55391

Names Involved

(Arrested) Barber, Ryan Thomas (Age: 41)

(Arrested) Tuma, Eric John (Age: 36)

(Arrested) Stanley, Ashley Ann (Age: 27)

Theft**Reported: 02-04-2019 1055**

Report of theft of wallets. Unknown loss amount.

Addresses Involved800 block of Lake St E, Wayzata, MN 55391

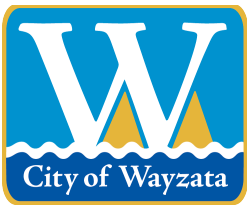
TRAFFIC – FEBRUARY, 2019

CITATIONS	139
WRITTEN WARNINGS	1
VERBAL WARNINGS	79

Description	Feb 2019
MISSING ANIMAL	1
MISSING/LOST PROPERTY	2
FOUND PROPERTY	1
ABANDONED VEHICLE	3
PIMV	1
PDMV	23
H & R PDMV	4
Other Fire/Smoke	1
Multiple Dwelling Fire	1
FIRE ALARM	12
HAZ ROAD CONDITION	9
SUDDEN DEATH	1
OTHER MEDICAL	52
Medical Alarm	1
72 Hour Hold/Emergency Admission	2
WELFARE CHECK - ADULT	11

WELFARE CHECK - JUV	1
MENTAL HEALTH ISSUE	1
INFO REC'D	4
VERBAL DOMESTIC	4
CIVIL MATTER	5
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	7
RECEIVE COURT ORDER/OFP	1
SUSPICION	8
OPEN DOOR/WINDOW	3
SCAM/FRAUD ATTEMPT	1
MISC. JUVENILE PROBLEM	3
DRIVING/TRAFFIC COMPLAINT	15
PARKING COMPL	7
HOUSE/BUSINESS CHECKS	2
RECORD CHECKS	14
FIREARM PERMIT	2
HC SHERIFFS PERMIT TO CARRY	8
LIQUOR LICENSE CHECKS/PERMIT	2
PARKING PERMIT	3
ANIMAL COMPLAINT/CHECK	5
DISPATCH ANIMAL	1
DOG LICENSE ISSUED	3
POLICE ESCORT/STAND-BY	3
ADULT PROTECTION ASSIST	2
ASSIST CHILD PROTECTION	1
MOTORIST ASSIST/STALL	22
UTILITY PROBLEM	12
PUBLIC ASSIST	20
LOCKOUT	5
BUSINESS ALARM	14
CO2 ALARM	1
HOME ALARM	14
911 HANG-UP	3
ASSIST OTHER DEPT	18
WARRANT/ATTEMPT/ARREST	3
Impound Release	1
PUBLIC RELATIONS	1
Sex Offender/POR Info/Checks	1
ASLT-DOMESTIC-MS-INFLT BODLY HRM-HNDS-ADLT-AC	2
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	1
TRAF ACCIDENT-MS-FAIL STOP-DRVR CAUSED	1
TRAFFIC-MS-OTHER-MV	2
TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	1

CSC 5-NO CONSENT CONTA-SPOUSE-18 OLD-F	1
LIQUOR - POSSESSING	1
JUVENILE-CURFEW	1
PROP DAMAGE-MS-PRIVATE-UNK INTENT	1
THEFT-501-1000 DLRS GM-BLDG-OTHER	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	2
VEH-UNKNOWN-MS-TAMPER WITH-ENTER-AUTO	1
WEAPONS-MS-POSSESS-OTHER TYPE-UNLAW PURPOS	1



City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 7.e.
TITLE: Building Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Jason Wagner, Building Official	
REVIEWED BY: Jeff Dahl, City Manager, Jeff Thomson, Director of Planning and Building	

ACTION REQUESTED:

The attached February 2019 Building Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. 2019 Building Activity-February

Jan-19	Feb-19	2019-YTD
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BUILDING

NUMBER OF BLDG. PERMITS	17	7	24
PROJECT VALUE	\$1,194,328.00	\$1,337,855.00	\$2,532,183.00
BUILDING PERMIT FEE	\$11,777.00	\$9,680.25	\$21,457.25
PLAN CHECK FEE	\$5,175.19	\$6,022.40	\$11,197.59

EXTERIOR

NUMBER OF PERMITS	2	2	4
PROJECT VALUE	\$13,104.00	\$276,750.00	\$289,854.00
PERMIT FEE	\$ 295.00	\$2,154.00	\$ 2,449.00

MECHANICAL

NUMBER OF PERMITS	21	14	35
PROJECT VALUE	167,090.00	577,440.00	\$ 744,530.00
PERMIT FEE	3,341.80	9,514.33	\$ 12,856.13

PLUMBING

NUMBER OF PERMITS	15	11	26
PROJECT VALUE	\$85,048.00	\$186,506.56	\$271,554.56
PERMIT FEE	\$1,775.48	\$3,598.62	\$5,374.10

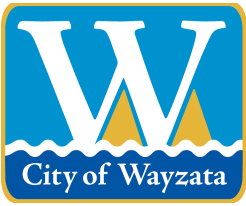
TOTAL # OF PERMITS	55	34	89
TOTAL INCOME	\$22,364.47	\$30,969.60	\$53,334.07

INSPECTIONS

BUILDING	69	45	114
EXTERIOR	5	0	5
HVAC	22	26	48
PLUMBING	29	21	50
OTHER			
TOTAL # OF INSPECTIONS	125	92	217

RENTAL

INSPECTIONS	5	13	18
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City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 7.f.
TITLE: Approval of Proposal from Rapp Consulting Group for Strategic Planning Facilitation Services	
PROPOSED MOTION: To Authorize Staff to enter into a Professional Services Agreement with Rapp Consulting Group for Strategic Planning Services	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the proposal.

FINANCIAL OR BUDGET CONSIDERATION:

The all inclusive estimated cost for these services is \$9,250 and will be paid out of Consultant Services in the Administration budget of the General Fund.

BACKGROUND:

The City's Strategic Plan ultimately sets the City's mission, vision, and creates the road map for how to get "there."

The City last held a strategic planning retreat in April of 2017 and has since conducted staff-facilitated updates. Given the time, resources, and expertise needed for a new strategic planning session and retreat with the new Council and staff, staff recommends utilizing Craig Rapp. Mr. Rapp is a former City Manager who has a vast experience in facilitation services (See attached proposal).

The proposed strategic planning process, will involve several meetings, both with staff and Council, and will be conducted in May.

ATTACHMENTS:

1. Wayzata St Plan Proposal 2019



RAPP CONSULTING GROUP

February 22, 2019

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

RE: Proposal to provide strategic planning services

Dear Jeff,

Based upon the City of Wayzata's interest in strategic planning services, the attached proposal has been prepared for your consideration. The approach is tailored to deliver a focused, actionable plan for the City.

The proposal includes the following key strategic planning elements:

- Assessment of the current environment – to determine challenges and priorities
- Establishment of measurable outcomes
- A one-day focused retreat
- A multi-year plan of action

I will facilitate the sessions, conduct all related work on the project and be supported by a team of experienced government professionals. As you know from my previous association with the City of Wayzata, I have over thirty years of experience as a city manager and consultant to local government.

Thank you for the opportunity to present this proposal. I look forward to working with you.

Yours truly,

Craig Rapp
President
Rapp Consulting Group / Craig Rapp, LLC

Proposal

The following describes a multi-step strategic planning process. The process is designed to deliver a multi-year plan with defined outcomes and measurable targets.

I. Project planning meeting with City Manager- 2-3 hour meeting

Prior to initiating action, a project review meeting with the City Manager and senior management team will be held for the following purposes: verify expected outcomes; explain strategic planning process, review mission, vision and values to determine the need for updating, discuss/instruct group on environmental scanning, clarify/finalize stakeholder outreach process, and discuss any unique issues to be addressed. This meeting will also be used to set project schedules and finalize the communication process.

- a. Meeting with City Manager and senior management team
- b. Summary of meeting—outline of process

II. Review of the Operating Environment

The first step in the strategic planning process is a review of the operating environment. This will be accomplished in two ways- (1) through an “environmental scan”- a systematic review of major environmental factors that affect the City’s operating environment such as: financial & economic conditions (internal and external), workforce capacity and capabilities, infrastructure condition, intergovernmental relations, citizen/client/stakeholder issues, and the regulatory environment; (2) A SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis—accomplished via a questionnaire sent out to the Council and leadership team. The environmental scan will be presented to the Council prior to the first strategy session, and the SWOT analysis will be reviewed at the first strategy session.

Activity #1 – Conduct Environmental Scan

Depending upon the time available (understanding a desire for a retreat in early-mid April-this may be eliminated or reduced in scope), staff will develop a summary of issues and conditions that affect the organization and send to the Council in advance of the first strategy session. The consultant will provide a format and examples to the staff and provide review and editorial assistance if desired.

- a. Develop and distribute Environmental scan documents
- b. Provide staff support as required

Activity #2 – SWOT Analysis

A SWOT questionnaire will be administered to all strategic planning participants. This will provide information regarding the current operating environment regarding internal strengths and weaknesses as well as external opportunities and threats. The results will be aggregated to ensure anonymity and maximize candor. The data generated will be used at the strategic planning session in the identification of strategic issues and challenges.

- a. Prepare and distribute questionnaire
- b. Provide staff support as required

III. Strategic Planning Session- Review Environment, Set Priorities, Outcomes, Targets—6-8 hours

A one-day strategy session where the Council and leadership team will focus on reviewing or confirming organizational purpose, examining the operating environment, and establishing priorities. If necessary, the group will review and identify modifications to the City’s mission,

vision and organizational values. A facilitated process will yield a list of organizational challenges and a set of 4-6 strategic priorities. The group's effort will be informed by the results of the environmental scan and SWOT questionnaire. This will be followed by development of Desired Outcomes, Indicators, and Performance Targets—aligned with strategic priorities.

- a. Develop meeting process
- b. Review and integrate survey, environmental scan, SWOT information
- c. Facilitate session
- d. Summarize results

IV. Strategic Plan Session—Develop Strategic Initiatives/Action Plans – 3 hour meeting

This session will be conducted with the management staff and will focus exclusively on developing strategic initiatives and creating detailed action plans for each strategic priority, in line with the Desired Outcomes and Targets. Action plans need to be developed in sufficient detail to establish accountability and make the effort real. The session will include a review of the strategic planning process to provide guidance on the development of effective plans.

- a. Meeting with City Manager
- b. Prepare background materials
- c. Review previous session discussion/results
- d. Facilitate session, train group
- e. Summarize results

V. Summary Report. A summary report, detailing the process, including the draft action plan developed, will be prepared and submitted to the City.

- a. Prepare summary report

Proposed Fee

The all-inclusive fee for the proposed scope of work is: **\$9,250.00**

Approval:

for the City of Wayzata

Date



2/22/19

Craig Rapp, President
Rapp Consulting Group / Craig Rapp, LLC

Date

REFERENCES

Recent strategic planning projects led by Craig Rapp:

1. City of Northfield, MN
2. City of Northfield EDA, MN
3. City of Alexandria, MN
4. City of Brooklyn Center, MN
5. City of Champlin, MN
6. Dakota County Community Development Agency, MN
7. Village of Oswego, IL
8. Oswego Public Library District, IL
9. Village of Homer Glen, IL
10. Village of Lemont, IL
11. Village of Roselle, IL

Contact:

Ben Martig, City Administrator, City of Northfield, ben.martig@ci.northfield.mn.us; 507-645-3009

Martin Schultz, City Administrator, City of Alexandria, mschultz@rea-alp.com; 320-763-6678

Curt Boganey, City Manager, City of Brooklyn Center, cboganey@ci.brooklyn-center.mn.us; 763-569-3300

Bret Heitkamp, City Administrator, City of Champlin, bheitkamp@ci.champlin.mn.us; 763-923-7110

Tony Schertler, Executive Director, Dakota County CDA, tschertler@dakotacda.state.mn.us; 651-675-4430

Daniel DiSanto, Village Manager, Village of Oswego, ddisanto@oswegoil.org; 630-551-2340

Sarah Skilton, Director, Oswego Public Library District, sskilton@oswego.lib.il.us; 847-504-9400

Michael Mertens, Village Administrator, Village of Homer Glen, mmertens@homerglenil.org; 708-737-7693

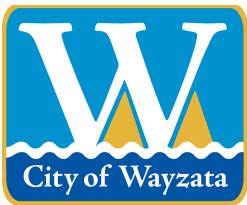
George Schafer, Village Administrator, Village of Lemont- gschafer@lemont.il.us; 630-257-1590

Jeff O'Dell, Village Administrator, Village of Roselle- jodell@roselle.il.us; 630-671-2808

CONSULTANT QUALIFICATIONS

Craig Rapp, President, Craig Rapp, LLC is a nationally recognized speaker, a former city manager, and the former Director of Consulting for the International City-County Management Association (ICMA). Mr. Rapp speaks and conducts workshops throughout the United States on a wide range of subjects such as: leading in difficult political environments, performance excellence, and authentic leadership.

The focus of his practice is leadership development, strategic planning and optimizing organizational performance. With more than thirty years of experience as a senior executive in the public, non-profit and private sectors, Mr. Rapp provides knowledgeable facilitation, incisive advice and actionable outcomes. He has a master's degree in public administration and is a graduate of the Senior Executive Institute at the University of Virginia.



City of Wayzata Housing and Redevelopment Authority Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 7.g.
TITLE: Approval of Tax Increment Financing Agreement (TIF) between the City of Wayzata and Swan's Corner, LLC at 305 thru 309 Lake Street East	
PROPOSED MOTION: To Approve the TIF Agreement between the HRA and Swan's Corner, LLC at 305 thru 309 Lake Street East	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY:	

ACTION REQUESTED:

Staff recommends approval of the agreement.

FINANCIAL OR BUDGET CONSIDERATION:

Please see the attached memo from the City's Financial Advisor, Stacie Kvilvang at Ehlers and Associates that explains the general terms of the agreement.

BACKGROUND:

Since 2016, the City has been working with the HRA on a long-term redevelopment plan along Lake Street from Barry Avenue to Ferndale Road with primary three goals: encourage redevelopment of the blighted properties with uses consistent with current zoning and comp plan; increase the amount of off-street public parking; and help pay for Lake Street-related infrastructure costs.

As a result, the City and HRA established TIF District #6 late in 2017 to help offset eligible costs of development such as parking, public infrastructure, site preparation, environmental mitigation, and soil stabilization.

Over the past year, the City has worked with Lowell Zitzloff, property owner of 305/309 Lake Street East on a development plan that would incorporate a three-story boutique office building with underground parking. Unique components of this development are that it will connect to the existing building to the east and that the bank façade has been incorporated into the architecture of the building. Late in 2018, the City granted all zoning entitlements for the project to move forward.

Upon approval of the TIF Agreement, the property owner plans to commence construction over the next few months.

The HRA approved the agreement unanimously at its March 5th Meeting.

ATTACHMENTS:

1. Ehlers Memo On TIF Agreement Terms 3-5-19
2. TIF Redevelopment Agreement Revised
3. Zitzloff Development Plan

Memo

To: Jeffrey Dahl – Executive Director

From: Stacie Kvilvang - Ehlers

Date: March 5, 2019

Subject: Swans Corner TIF Agreement – Zitzloff Redevelopment Project

Lowell Zitzloff (the “Developer”) is proposing to redevelop his existing property at 305 and 309 West Lake Street into approximately 28,000 sq/ft of office/retail space and requested 26 years of TIF assistance.

We reviewed the project based on general industry standards for construction, land, and project costs; lease rates and; developer profit as noted below. The development pro forma assumptions were generally reasonable, with acquisition costs being higher due to the existing buildings, and higher construction costs due to the site constraints, need for underground parking and additional costs to “save” the existing bank facade. The proposed sources and uses include:

SOURCES		
		Pct.
Developer Financing - First Mortgage (5.5% & 25 Yr. Am.)	11,400,000	67.46%
Developer Financing - TIF (5% & 20 Yr. Am.)	1,000,000	5.92%
Developer Equity (Land)	4,500,000	26.63%
TOTAL SOURCES	16,900,000	100.00%

USES			
	Amount	% of Cost	Per Sq/Ft
Acquisition	3,200,000	18.93%	103.01
Demolition/Soil Corrections	600,000	3.55%	19.31
Construction	10,323,690	61.09% 	332.34
Bank Façade	400,000	2.37%	12.88
Professional Services	796,000	4.71%	25.62
Financing Costs	1,066,100	6.31% 	34.32
Real Estate Taxes	100,000	0.59%	3.22
Developer Fee	0	0.00%	0.00
Interest Reserve	414,210	2.45%	
TOTAL USES	16,900,000		544.04

As noted, the Developer’s first mortgage is set at \$11.4 million based upon underwriting from their bank, which requires that project meet at least a 120% debt service coverage ratio.

Based upon our review of their proforma, recommendation for TIF assistance and agreement by the Developer, we are recommending \$1 million in TIF on a pay-as-you-go basis over a 20 year period. Following are the main points within the above referenced Agreement:

1. General

- a. Redevelopment Agreement with Swans Corner LLC for the Swans Corner LLC Project.
- b. Developer is required to pay any relocation costs or expenses required under federal law, if any, to current occupants and holds the HRA and City harmless from having to pay any of these costs.
- c. Developer has deposited \$10,000 escrow with the City to pay for all legal and financial consultant work in conjunction with sizing of the TIF note and preparation of the TIF agreement. If \$10,000 is not adequate, the developer is required to deposit additional funds until all costs are paid in full.

2. Development and Timing of Construction

- a. Construction of approximately 28,362 square foot office and retail complex and related underground parking
- b. Anticipated project valuation when redeveloped will be at least \$8,662,000.
- c. Must commence construction June 1, 2019 and be completed by December 31, 2020

3. Development property

- a. Developer represents that he is owner in fees simple of the property to be developed located at 305 and 309 West Lake Street (3 parcels).
- b. The Developer will record a Declaration of Restrictive Covenants that will be in place through the term of the TIF Note that states
 - (1) the property will not exempt from property taxes and will not be sold or leased to a tax-exempt entity;
 - (2) They will not discriminate on the basis of color, creed, national origin or sex in leasing, sale or use of the property; and
 - (3) The property will be developed consistent with a redevelopment TIF district
- c. If the property has damage or is destructed, they have 120 days to commence repairs or reconstruction and those have to be substantially in the same condition and value as existed prior.
- d. Developer can't transfer ownership of property without the Written consent of the HRA, which will not be reasonable withheld.

4. Tax Increment

- a. The City created TIF District 6 – Downtown West on December 19, 2017
- b. The Developer will receive a pay-as-you-go note in the amount of \$1,000,000 after providing proof of expenditures for qualified costs.

- i. Qualified costs are as follows:

Demolition	\$ 100,000
Environmental Remediation/Soils Correction	500,000
Façade Renovation	<u>400,000</u>
Total	\$1,000,000*

- ii. Term of the TIF Note will be for 20 years
 - iii. Interest will be paid at the lesser of 5.00% or the Developer's actual financing rate
 - iv. Developer will receive 90% of the tax increment generated from their project
- c. The Note will not be issued if there is an event of default and will only be issued after the Declaration of Restrictive Covenants has been recorded
- d. The developer has to inform the City/HRA if they petition for a reduction in their tax value. If this occurs, the HRA will suspend payments on the TIF Note until the petition is stipulated or dismissed.
- e. Project is exempt from Business Subsidy requirements (job and wage goals) due to falling under the redevelopment exclusion clause with the cost of acquiring and preparing the project for development exceeds 70% of the current taxable market value of the property (2018 assessment for pay 2019).

5. Look Back

- a. We will be inserting a lookback provisions that will require an annual review of the project's debt service reserve calculation and the amount of TIF paid in each year will be reduced to an amount that assists in meeting this requirement. Staff and the TIF attorney are currently working on the language that will be acceptable to both the City and Developer and will have an updated contract reflecting that language at the HRA meeting.

Please contact me at 651-697-8506 with any questions.

REDEVELOPMENT AGREEMENT

IN

CENTRAL AREA REDEVELOPMENT DISTRICT

AND

TAX INCREMENT FINANCING DISTRICT NO. 6 – DOWNTOWN WEST

WAYZATA,
HENNEPIN COUNTY, MINNESOTA

By and Among

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF WAYZATA,
CITY OF WAYZATA, MINNESOTA

And

SWANS CORNER LLC

for the

SWANS CORNER LLC PROJECT

Dated as of [_____] 1, 2019

This Document Was Drafted By:

DORSEY & WHITNEY LLP (GIT)
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402

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REDEVELOPMENT AGREEMENT

THIS Redevelopment Agreement (this “Agreement”), made and entered into as of this 1st day of [____], 2019, by and among the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF WAYZATA, a body corporate and politic, duly organized under the laws of the State of Minnesota (the “HRA”), the CITY OF WAYZATA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and SWANS CORNER LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the HRA has designated a Redevelopment District in the City denominated the Central Area Redevelopment District (the “Redevelopment District”) and adopted a Redevelopment Plan (the “Redevelopment Plan”) therefor, pursuant to and in accordance with Minnesota Statutes (“M.S.”), Sections 469.001 through 469.047, as amended; and

WHEREAS, the HRA adopted a resolution establishing Tax Increment Financing District No. 6 - Downtown West, a “redevelopment district” (the “TIF District”) pursuant to M.S., Section 469.174, Subdivision 10, and approved a Tax Increment Financing Plan therefor (the “TIF Plan”); and

WHEREAS, in order to achieve the objectives of the Redevelopment Plan and the TIF Plan, the HRA intends to provide assistance to the Developer through tax increment financing, as described in M.S., Sections 469.174 through 469.1794 (the “TIF Act”), to finance construction of an approximately 28,362 square foot office and retail complex (the “Project”);

WHEREAS, the HRA has determined that, in order to accomplish the purposes specified in and to carry out the Redevelopment Plan and the TIF Plan, it is necessary and desirable for the HRA to reimburse the Developer for certain costs to be incurred and paid by the Developer in connection with the Project; and

WHEREAS, the City will apply tax increment revenues generated from the TIF District to (i) pay or reimburse the City for administrative expenses relating to the TIF District to the extent permitted by the TIF Act and (ii) reimburse the Developer, with interest, for certain costs incurred in connection with the construction of the Minimum Improvements (defined below) associated with the Project; and

WHEREAS, the HRA and the City believe that the development activities associated with the Project pursuant to this Agreement are in the best interests of the City and benefit the health, safety, morals and welfare of its residents, and comply with the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1
Definitions

1.01. Definitions.

In this Agreement, unless a different meaning clearly appears from the context:

“Act” means M.S., Sections 469.001 through 469.047.

“Agreement” means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Available Tax Increment” means 90 percent (90%) of the tax increment revenues generated by the Project as computed pursuant to M.S., Section 469.177, as amended from time to time.

“Business Subsidies Act” means M.S., Sections 116J.993 through 116J.995.

“Certificate of Completion” means a certification in the form attached hereto as Exhibit D, to be provided to the Developer pursuant to this Agreement.

“City” means the City of Wayzata, Minnesota.

“City Council” means the City Council of the City.

“Construction Plans” means the plans, specifications, drawings and related documents for the construction work to be performed by the Developer on the Development Property.

“County” means the County of Hennepin, Minnesota, a political subdivision of the State of Minnesota.

“Default Notice” means written notice from the City to the Developer setting forth the Event of Default and the action required to remedy the same.

“Developer” means Swans Corner LLC, a limited liability company under the laws of the State of Minnesota.

“Development Property” means the real property described in Exhibit A attached hereto.

“Event of Default” means as any of the events set forth in Section 7.01 hereof.

“HRA” means the Housing and Redevelopment Authority of the City of Wayzata, a body corporate and politic, duly organized under the laws of the State.

“Legal and Administrative Expenses” means the fees and expenses incurred by the City or HRA in connection with review and analysis of the development proposed under this Agreement with the adoption and administration of the TIF Plan and establishment of the TIF District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

“Minimum Improvements” means the minimum improvements to be undertaken by the Developer as a part of the Project on the Development Property all as further described in Exhibit C attached hereto.

“Mortgage” means any mortgage made by the Developer which covers, in whole or in part, the Development Property.

“Mortgagee” means the owner or holder of a Mortgage.

“M.S.” means Minnesota Statutes.

“Project” means the construction of an approximately 28,362 square foot office and retail complex with associated underground parking.

“Property” means the Property described in Exhibit A to this Agreement.

“Public Assistance” means the Available Tax Increment to be paid under Article 5 hereof.

“Qualified Costs” means costs incurred by Developer in connection with construction of the Minimum Improvements that are reimbursable from tax increment pursuant to Sections 469.174, Subd. 10 and 469.1761 of the TIF Act, which are shown on Exhibit C to this Agreement. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Qualified Costs of the Project will not exceed \$1,000,000.

“Redevelopment District” means Central Area Redevelopment District, designated pursuant to the Act.

“Redevelopment Plan” means the Redevelopment Plan developed for Central Area Redevelopment District.

“Restrictions” means the easements, covenants, conditions and restrictions set forth in Exhibit B attached hereto.

“Section” means a Section of this Agreement, unless used in reference to M.S..

“State” means the State of Minnesota.

“Termination Date” means the earlier of (i) February 1, 2041, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

“TIF Act” means M.S., Sections 469.174 through 469.1794, as amended.

“TIF District” means Tax Increment Financing District No. 6 - Downtown West, a redevelopment district, established by the City Council on December 19, 2017.

“TIF Note” means the Tax Increment Revenue Note (Swans Corner, LLC) to be executed by the HRA and delivered to the Developer pursuant to Article 5 hereof, the form of which is attached hereto as Exhibit E

“TIF Plan” means the Tax Increment Financing Plan for the TIF District approved by the City Council and HRA.

“Unavoidable Delay” means a failure or delay in a party’s performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party’s reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, or lack of materials; provided that within ten (10) days after a party impaired by the delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

ARTICLE 2

Representations and Warranties

2.01. HRA Representations.

The HRA makes the following representations to the Developer:

(a) The HRA is a body corporate and politic, duly organized and existing under the laws of the State. Under the provisions of the Act, the HRA has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The HRA has designated the Redevelopment District and has adopted the Redevelopment Plan in accordance with the provisions of the Act and has created the TIF District and adopted the TIF Plan in accordance with the provisions of the TIF Act.

2.02. Developer Representations.

The Developer represents and warrants that:

(a) The Developer is a Minnesota limited liability company and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

(b) Developer will, to the extent required by this Agreement, construct the Minimum Improvements in accordance with the terms of this Agreement, the TIF Plan and all local, state and federal laws and regulations.

(c) It is anticipated that the Project will be constructed so that when completed the Development Property will have a market value as determined pursuant to Minnesota Statutes, Section 273.11, of at least \$8,662,000.

(d) At such time or times as may be required by law, the Developer will have complied with all local, state and federal environmental laws and regulations applicable to the Minimum Improvements, and will have obtained any and all necessary environmental reviews, licenses and clearances. The Developer has received no written notice or communication from any local, state or federal official that the activities of the Developer or the HRA with respect to the Development Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Development Property.

(e) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(f) The Developer has no knowledge or information that any member of the HRA, City Council, or any other officer of the HRA or City has any direct or indirect financial interest in the Developer, the Development Property, or the Project.

(g) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations which must be obtained or met in connection with the Minimum Improvements. Without limitation to the foregoing, the Developer will request and seek to obtain from the HRA or the City all necessary variances, conditional use permits and zoning changes.

(h) The Developer would not undertake the Project without the financial assistance to be provided by the City pursuant to this Agreement and the TIF Plan.

(i) Apart from the assistance to be provided under this Agreement, the Developer shall pay all standard charges and fees due with respect to real estate developments and allocable to the Development Property under City ordinances and the City Code, including but not limited to special assessments for local improvements, sewer and water use charges, building permit fees, plat fees, inspection fees, storm water fees and the like used against the Development Property.

2.03. Use, Ownership of Development Property; Restrictions; Use of Development Property. The Developer's use of the Development Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, the Restrictions, and all applicable laws, ordinances and regulations.

2.04. Ownership of Development Property. The Developer hereby represents and warrants that it is the owner in fee simple of the Development Property and that there are no liens,

defects or other encumbrances upon title to the Development Property that would hinder the development of the Development Property by the Developer as contemplated by this Agreement.

2.05. Declaration of Restrictive Covenants. The Developer shall prepare, execute, and record on the title to the Development Property a Declaration of Restrictive Covenants, in form approved by the City, which includes the Restrictions set forth in Exhibit B. If the Developer determines that operation of the Development Property and the Minimum Improvements would endanger the financial viability thereof, the Developer may request the HRA or City Council to consent to the amendment, modification or termination of any of the restrictions in any respect. The HRA and the City are under no obligation to amend, modify or terminate any of the restrictions and may, in their sole and absolute discretion, refuse to do so.

2.06. Damage or Destruction. Subject to any mortgage requirements that would require the Developer to act sooner, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, the Developer shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration.

2.07. Relocation Costs. The Developer shall pay all relocation costs or expenses required under federal or state law to be paid to any owner or occupant of the Development Property as a result of the Project, and shall indemnify and hold harmless the HRA and the City, their governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof from any such relocation costs and expenses in accordance with the provisions of Section 4.01.

ARTICLE 3 Construction of Project

3.01. Construction Plans. Prior to commencing construction of the Minimum Improvements for the Project, the Developer shall make available to the City for review Construction Plans for the Project. The Construction Plans shall provide for construction of the Project in conformity with the Redevelopment Plan, the TIF Plan, this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if, in the reasonable discretion of the City, the Construction Plans: (a) conform to the Redevelopment Plan, the Modification, the TIF Plan, this Agreement, and to any subsequent amendments thereto approved by the City; (b) conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) are adequate to provide for construction of the Minimum Improvements; and (d) no Event of Default has occurred.

No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to properly construct the Project. No approval by the City shall constitute a waiver of an Event of Default. Any disapproval of the Construction Plans shall set forth the reasons therefore and shall be made within thirty (30) days after the date of their receipt by the City. If the City rejects the Construction Plans, in whole or in part, the Developer shall submit new or corrected

Construction Plans within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City.

3.02. Undertaking of Minimum Improvements.

(a) Subject to Unavoidable Delay, Developer shall commence the Project by June 1, 2019, and cause the Project to be completed in accordance with the terms of this Agreement by December 31, 2020.

(b) All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by the City.

(c) The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility Developer involved. Except for public improvements, which are undertaken by the City or other governmental body and assessed against benefited properties, all street and utility installations, relocations, alterations and restorations shall be at the Developer's expense and without expense to the City. The Developer, at its own expense, shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under the direction or control of the Developer.

3.03. Certificate of Occupancy; Certificate of Completion.

(a) Upon the Developer's request following the City's issuance of a certificate of occupancy with respect to the Project, the City will furnish the Developer with a Certificate of Completion for the Project, in substantially the form attached hereto as Exhibit D, as conclusive evidence of satisfaction and termination of the agreements and covenants of this Agreement with respect to the obligations of the Developer to complete the Project. The furnishing by the City of such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Mortgagee.

(b) If the City shall refuse or fail to provide a Certificate of Completion following the Developer's request, the City shall, within ten (10) days after the Developer's request, provide the Developer with a written statement specifying in what respects the Developer has failed to complete the Project in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to obtain the Certificate of Completion.

3.04. Progress Reports. Until the Certificate of Completion is issued for the Project, the Developer shall make, in such detail as may reasonably be required by the HRA or the City, and forward to the HRA and the City, upon demand by either or both the HRA and the City, a written report as to the actual progress of construction.

3.05. Access to Development Property. The Developer agrees to permit the City and HRA and any of their officers, employees or agents access to the Development Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that neither the City nor HRA shall have an obligation to inspect such work.

3.06. Modification; Subordination. The HRA agrees to subordinate its rights under this Agreement to the holder of any Mortgage securing construction or permanent financing, in accordance with the terms of a subordination agreement in a form reasonably acceptable to the HRA.

ARTICLE 4 Defense of Claims; Insurance

4.01. Defense of Claims.

(a) The Developer shall indemnify and hold harmless the HRA, the City, their governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the “Indemnified Parties”) for any expenses (including attorneys’ fees), loss, damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project; provided, however, the Developer shall not be required to indemnify any Indemnified Party for any claims or proceedings arising from any negligent or unlawful acts or omissions of such Indemnified Party. Promptly after receipt by the HRA or the City of notice of the commencement of any action in respect of which indemnity may be sought against the Developer under this Section 4.01, such person will notify the Developer in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Developer shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the HRA and the City) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Developer. The HRA and the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Developer unless the employment of such counsel has been specifically authorized by the Developer. Notwithstanding the foregoing, if the HRA or the City has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Developer, the Developer shall not be entitled to assume the defense of such action on behalf of the HRA or the City, but the Developer shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the HRA and the City in conducting their defense. The Developer shall not be liable to indemnify any person for any settlement of any such action effected without the Developer’s consent. The omission to notify the Developer as herein provided will not relieve the Developer from any liability which they may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

(b) The Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the HRA or the City in this Agreement or to any actions undertaken by the HRA or the City which are not contemplated by this Agreement but shall, in any event, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the HRA or the City at a rate equal to the prime rate) as a result of the Project, as constructed and operated by the Developer, causing the TIF District to cease to qualify as a “redevelopment district” under the TIF Act or to violate limitations as to the use of the revenues therefrom as set forth in the TIF Act.

(c) All covenants, stipulations, promises, agreements and obligations of the HRA and the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the HRA and the City and not of any governing body member, officer, agent, servant or employee of the HRA or the City, as the case may be.

4.02. Insurance.

(a) Subject to the terms of any Mortgage relating to the Development Property, the Developer shall keep and maintain the Development Property and Minimum Improvements at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Minimum Improvements, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss, including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the full insurable value thereof. (“Full insurable value” shall include the actual replacement cost of the Minimum Improvements, exclusive of foundations and footings, without deduction for architectural, engineering, legal or administrative fees or for depreciation.) Insurance in effect with respect to any portion of the Minimum Improvements to be rehabilitated or renovated as a part of the Project prior to the issuance by the City of a Certificate of Completion under Section 3.03 hereof with respect thereto shall be maintained on an “all-risk” builder’s risk basis during the course of construction. The policies required by this Section 4.02 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$25,000.

(b) Subject to the terms of any Mortgage relating to the Development Property, policies of insurance required by this Section 4.02 shall insure and be payable to the Developer, and shall provide for release of insurance proceeds to the Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest. On an annual basis and from time to time at the City or the HRA's request, the Developer shall file with the City or the HRA, as applicable, a certificate of insurance for each of the policies required under this Section.

ARTICLE 5

Public Assistance

5.01. Development Costs. The Developer has agreed to and shall be responsible to pay all of its respective costs of the Project, as herein provided. However, the HRA, in order to encourage the Developer to proceed with the construction of the Minimum Improvements, and to assist the Developer in paying the costs thereof, is willing to provide the Public Assistance and thereby reimburse the Developer for Qualified Costs, as permitted by the TIF Act and in accordance with the TIF Plan, that will be incurred by the Developer to construct the Minimum Improvements.

5.02. Reimbursement for Qualified Costs.

The HRA agrees to reimburse the Developer, using Available Tax Increment on a pay-as-you-go basis, for Qualified Costs of the Project. The City shall, upon completion of the Minimum Improvements of the Project and the issuance of a the Certificate of Completion therefor, make reimbursement payments pursuant to a limited revenue tax increment note for the Project, the form of which is attached hereto as Exhibit E, with said payments of principal and interest to be made on the dates (the "Payment Dates") specified in the TIF Note, subject to the following terms and conditions:

(a) The total principal amount of any and all TIF notes issued for the Project will not exceed one million dollars (\$1,000,000).

(b) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at the lesser of 5.00% per annum or the interest rate on the financing that the Developer obtains for the construction of the Project. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(c) No payments shall be made by the HRA to the Developer unless and until the Developer has provided written evidence reasonably satisfactory to the HRA that (i) Qualified Costs in the amount to be reimbursed from the Available Tax Increment have been incurred for the Project and paid by the Developer and (ii) the Certificate of Completion has been issued as contemplated in Section 3.03 hereof.

(d) The HRA shall be obligated to make the payments to the Developer required pursuant to this Section 5.02 *only from and to the extent of* the Available Tax Increment

actually received from the TIF District for any tax year, and such payments shall never be considered to be a general obligation or indebtedness of the HRA.

(e) The HRA will retain 10% of the Tax Increment generated for administrative costs and apply the retained Tax Increment first to pay any administrative expenses relating to the Development Property to the extent permitted by the Tax Increment Act and to the extent that such expenses have not been paid or reimbursed to the HRA by the Developer. Any of the retained Tax Increment remaining after the payment of any administrative expenses then due and owing (the “Available Tax Increment”) shall be paid to the Developer for reimbursement of the Qualified Costs plus interest on the Payment Dates.

(f) In addition to the public assistance described herein, the Developer will receive private financing for the Project secured by a first mortgage on the Development Property. As a condition to receiving the private financing, the Developer is required, for the fiscal year immediately preceding the date on which such calculation is made, to maintain net income available for debt service of at least 120% of maximum principal and interest requirement on existing indebtedness incurred for the Project (the “Debt Service Coverage Covenant”). The Developer is required to review the Debt Service Coverage Covenant annually and provide to the HRA by January 15th of each year a report setting forth and detailing the Developer’s debt service coverage for the prior fiscal year and the current year’s debt service coverage ratio (the “Coverage Report”). Notwithstanding any other provision herein, in order to assist the Developer in meeting the Debt Service Coverage Covenant, the HRA shall reduce the amount of tax increment to be paid to the Developer in a given year by an amount sufficient so that the Developer complies with the Debt Service Coverage Covenant for that year. If, for 2 consecutive years, the Coverage Report shows the Developer in compliance with the Debt Service Coverage Covenant, then the HRA will immediately terminate the TIF Note and any remaining tax increment payments after the January 15th date in which the Coverage Report is received.

(g) Upon thirty (30) days’ written notice to the Developer, the HRA may prepay all or a portion of the outstanding principal balance due to the Developer pursuant to this Section 5.02 without penalty, on any date at a prepayment price equal to the outstanding principal balance to be prepaid plus accrued interest to the prepayment date.

(h) The HRA shall not be obligated to make any payments hereunder subsequent to the termination of this Agreement as provided in Section 8.06 hereof, and any amounts remaining unpaid as of such date (other than by reason of failure of the HRA to comply with the terms of this Agreement) shall be considered forgiven by the Developer and shall cease to be owing.

(i) The Developer may assign its rights under this Agreement (including the payments to be made to the Developer hereunder) to secure financing incurred by the Developer to pay costs of the Project, including but not limited to any Mortgagee, or, after Certificate of Completion has been issued by the City, to third parties.

5.03. Conditions Precedent to Provision of Public Assistance.

Upon payment by the Developer of Qualified Costs for the Project, the Developer will deliver to the HRA an instrument executed by the Developer (i) specifying the amount and nature of the Qualified Costs of the Minimum Improvements for the Project to be reimbursed and (ii) certifying that such costs have been paid to third parties unrelated to the Developer, or if any costs have been paid to third parties related to the Developer, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria and that such costs have not previously been contained in an instrument furnished to the City pursuant to this Section 5.03. Together with such instrument, the Developer shall deliver to the HRA evidence reasonably satisfactory to the HRA of the payment by the Developer of such costs to be reimbursed. Thereafter, the HRA will provide to the Developer reimbursement for the Project, constituting a portion of the Public Assistance described in this Article 5, paid up to the maximum amount then due and payable, in accordance with Section 5.02.

5.04. Satisfaction of Conditions Precedent. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse the Developer for Qualified Costs shall be subject to satisfaction, or waiver in writing by the HRA, of all of the following conditions precedent:

- (a) the conditions precedent in this Section 5.04 hereof have been satisfied;
- (b) the Developer shall have cured any title defects with respect to the Development Property;
- (c) the Developer shall not be in default under the terms of this Agreement beyond any applicable cure period;
- (d) the Developer shall have executed and recorded on the title to the Development Property, the Declaration of Restrictive Covenants, required by Section 2.05 hereof, as set forth in Exhibit B; and
- (e) the Developer shall have closed on or received commitments in financing sufficient to pay all costs to be incurred in connection with the Project.

In the event that all of the above conditions required to be satisfied as provided in this Section 5.04 have not been satisfied by December 31, 2020, either the HRA or the Developer may terminate this Agreement. Upon such termination, the provisions of this Agreement relating to the Minimum Improvements shall terminate and, except as provided in Article 8, neither the Developer nor the HRA shall have any further liability or obligation to the other hereunder.

5.05. Notice of Default. Whenever the HRA or the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the HRA or the City shall at the same time forward a copy of such notice or demand to each investor, lender, or holder of any permitted mortgage, lien or other similar encumbrance at the last address of such holder shown in the records of the HRA or the City. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy

such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project without first having expressly assumed the obligation to the HRA and the City, by written agreement satisfactory to the HRA and the City, to complete the construction the Project in accordance with the plans and specifications therefor and this Agreement. Any such holder who shall properly complete the construction of the Project shall be entitled, upon written request made to the HRA and the City, to a certification by the HRA and the City to such effect in the manner provided in Section 3.03.

5.06. Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under M.S., Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

5.07 Action to Reduce Taxes. The Developer may seek through petition or other means to have the market value for the Development Property reduced. Until the TIF Note is fully paid, such activity must be preceded by written notice from the Developer. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result any reduction in market value of the Development Property. During the period that the payments are subject to suspension, the City may make partial payments on the TIF Note if it determines, in its

sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

5.08 Legal and Administrative Expenses. The Developer shall pay all Legal and Administrative Expenses in excess of the initial deposit of \$10,000 paid to the City by the Developer.

ARTICLE 6

Prohibitions Against Assignment and Transfer

6.01. Transfer of Property and Assignment. Other than leases made in the ordinary course of business, the Developer has not made and will not make, or suffer to be made, any total or partial sale, assignment, conveyance, lease, or other transfer, with respect to this Agreement, the Project or Property or any part thereof or any interest therein (other than any Mortgage or Mortgages securing financing for the Project or other than any assignment of the payments to be made to the Developer under Section 5.02 hereof that is permitted under Section 5.02 hereof), or any contract or agreement to do any of the same, without the prior written approval of the HRA and the City, which shall not be unreasonably withheld. The HRA and the City shall be entitled to require as conditions to any such approval that: (i) the proposed transferee have the qualifications and financial responsibility, as reasonably determined by the HRA and the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; (ii) the proposed transferee, by recordable instrument satisfactory to the HRA and the City shall, for itself and its successors and assigns, assume all of the obligations of the Developer under this Agreement. No transfer of, or change with respect to, ownership in the Project or Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the HRA or the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project or Property and the completion of the Project that the HRA or the City would have had, had there been no such transfer or change. There shall be submitted to the HRA and the City for review all legal documents relating to the transfer.

Notwithstanding the foregoing, this Section 6.01 shall not apply to any transfer or assignment to (i) any entity controlling, controlled by or under common control with the Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer.

Provided that no Event of Default exists hereunder, any such transfer or assignment shall release the Developer from its obligations hereunder upon execution and delivery to the HRA and the City by the transferee or assignee of an instrument in form and substance satisfactory to the HRA and the City by which the transferee or assignee assumes the obligations of the Developer hereunder.

In the absence of specific written agreement by the HRA and the City to the contrary, no such transfer or approval by the HRA and the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the completion of the Project, from any of their obligations with respect thereto.

6.02. Termination of Limitations on Transfer. The provisions of Section 6.01 shall terminate at such time as the Certificate of Completion has been issued by the City under Section 3.03 of this Agreement with respect to the Project; provided, however, that any assignment of the payments to be made to the Developer under Section 5.02 may only be assigned as permitted under Section 5.02 hereof.

ARTICLE 7

Event of Default; Fees

7.01. Events of Default. Subject to Unavoidable Delay, the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and the term “default” shall mean any event which would with the passage of time or giving of notice, or both, be an “Event of Default” hereunder):

(a) Failure of the Developer to construct or reconstruct the Minimum Improvements as required hereunder.

(b) Failure of the Developer to furnish the Construction Plans as required hereunder.

(c) Failure of the Developer to pay to the HRA any amounts required to be paid by the Developer hereunder.

(d) Failure of the Developer or the HRA to observe and perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(e) Failure of the Developer to pay any taxes on the Development Property as they become due.

(f) Filing of any voluntary petition in bankruptcy or similar proceedings by the Developer; general assignment for the benefit of creditors made by the Developer or admission in writing by the Developer of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Developer which are not dismissed or stayed within sixty (60) days.

7.02. Remedies on Default. In the event the HRA or the City desires to exercise any of its rights or remedies as provided herein or otherwise available to the HRA or the City at law or in equity, the HRA or the City shall first provide written notice to Developer setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the “Default Notice”). Developer or any transferee or assignee under Section 6.01 hereof, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Developer’s receipt of a Default Notice, Developer does not cure or remedy the Event of Default therein specified within

the time provided above, the HRA or the City may take any one or more of the following actions at any time prior to Developer's curing or remedying the Event of Default:

(a) Suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the HRA or the City, that Developer will cure its default and continue its performance under this Agreement.

(b) In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of Developer under this Agreement.

(c) Withhold the Certificate of Completion.

(d) Take whatever action at law or in equity may appear necessary or desirable to the HRA or the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

In the event the HRA or City should fail to observe or perform any covenant, agreement or obligation of the HRA or City on their part to be observed and performed under this Agreement, Developer may take any one or more of the following actions:

(a) Suspend its performance under this Agreement until it receives assurances from the HRA or City deemed adequate by Developer, that the HRA or City will cure its default and continue its performance under this Agreement.

(b) In the case of a material default that is not cured within a reasonable period of time, Terminate all rights of the HRA or the City under this Agreement.

(c) Take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement, or covenant of the HRA or the City under this Agreement.

7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the HRA, the City, or to the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the HRA, the City, or Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

7.04. Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.05. Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the HRA or the City shall employ attorneys or incur other expenses for the collection of payments due

or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the HRA or the City the reasonable fees of such attorneys and such other expenses so incurred by the HRA or the City.

ARTICLE 8 General Provisions

8.01. Conflicts of Interest; HRA and City Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the HRA or the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or consultant's employee, or employee of the HRA or the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the HRA or the City or for any amount which may become due to Developer or successors or on any obligations under the terms of this Agreement.

8.02. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Project it will comply with any applicable affirmative action and nondiscrimination laws or regulations.

8.03. Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall devote the Development Property to, and only to and in accordance with, the uses specified in the Redevelopment Plan, this Agreement and other agreements entered into between the Developer and the City, and shall not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and familial status in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

8.04. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.05. Business Subsidies Act.

The Developer warrants and represents that the Developer's investment in the purchase of the Development Property and in site preparation equals at least 70% of the City Assessor's finalized market value of the Development Property for the 2018 assessment year (the most recent year for which finalized values are available), calculated as follows:

Aggregate cost of acquisition of Development Property.....\$3,200,000

Plus Estimated cost of site preparation.....\$1,000,000

Less site preparation costs reimbursed by the Authority.....(\$1,000,000)

Equals net land and site preparation cost.....\$3,245,000

Assessor's finalized market value
of Development Property (2018).....\$1,817,000

\$3,245,000 (net acquisition and site preparation cost) is 178.59% of \$1,817,000
(Assessor's finalized fair market value of the Development Property for 2018).

Accordingly, the parties agree and understand that the financial assistance described in this Agreement does not constitute a business subsidy within the meaning of the Business Subsidy Act. The Developer releases and waives any claim against the HRA and its governing body members, officers, agents, servants and employees thereof arising from application of the Business Subsidy Act to this Agreement, including without limitation any claim that the HRA failed to comply with the Business Subsidy Act with respect to this Agreement.

8.06. Term of Agreement. This Agreement shall terminate upon the earlier to occur of (i) February 1, 2041, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to the expiration of the term of this Agreement, as stated in this Section 8.06.

8.07. Provisions Surviving Termination. Sections 4.01 and 7.05 hereof shall survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof.

ARTICLE 9 Administrative Provisions

9.01. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

(a) in the case of Developer, addressed to or delivered personally to:

Swans Corner LLC
319 Barry Ave .South
Suite 301
Wayzata, MN 55391
Attention: Lowell Zitzloff/Rick Zitzloff

(b) in the case of the City, addressed or delivered personally to:

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

(c) in the case of the HRA, addressed or delivered personally to:

Housing and Redevelopment Authority
of the City of Wayzata
600 Rice Street East
Wayzata, MN 55391
Attention: Executive Director

The HRA, City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

9.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

9.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the HRA, the City and the Developer and their respective successors and assigns.

9.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9.05. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the HRA, the City, and the Developer. The Chair and Executive Director of the HRA are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the HRA. The Mayor and City Manager are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the City.

9.06. Further Assurances and Corrective Instruments. The HRA, the City, and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Development Property or the Minimum Improvements or for carrying out the expressed intention of this Agreement.

9.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

9.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflicts-of-laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF WAYZATA

By _____
Thomas Shaver, Chair

And _____
Jeffrey Dahl, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by Thomas Shaver, the Chair, and Jeffrey Dahl, the Executive Director, of the Housing and Redevelopment Authority of the City of Wayzata, a body politic and corporate under the laws of the state of Minnesota, on behalf of the Authority.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2019.

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF WAYZATA, MINNESOTA

By _____
Kenneth Willcox, Mayor

And _____
Jeffrey Dahl, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by Kenneth Willcox, the Mayor, and Jeffrey Dahl, the City Manager, of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2019.

Notary Public

SWANS CORNER LLC, a Minnesota limited liability company

By: _____
Lowell Zitzloff

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by Lowell Zitzloff, the President of Swans Corner LLC, a Minnesota limited liability company, on behalf of the company.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2019.

Notary Public

EXHIBIT A
DEVELOPMENT PROPERTY

The real property and interests in such property located in the County of Hennepin, State of Minnesota and described as follows:

Parcel Numbers

0611722310006
0611722310005
0611722310004

EXHIBIT B

COVENANTS AND RESTRICTIONS

During the term of that certain Redevelopment Agreement between the Wayzata Housing and Redevelopment Authority, the City of Wayzata, and Swans Corner LLC, dated [____] 1, 20[____] and recorded in the Office of the Hennepin County Registrar as Document No. [_____] on [____], 20[____], the Property shall be subject to the following covenants and restrictions:

1. The Property shall not be exempt from real estate taxes notwithstanding the ownership or use of the land.

2. The Property shall not be sold, transferred, conveyed or leased to any of the following parties:

- (a) An institution of purely public charity;
- (b) A church or ancillary tax-exempt housing;
- (c) A public hospital;
- (d) A public school district;
- (e) An organization exempt from federal income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, if as a result of such sale, transfer, conveyance or lease the Property would become exempt from real estate taxes; or
- (f) A Minnesota cooperative association organized under Minnesota Statutes, Section 308.05 and 308.18 for the purpose of complying with the provisions of Minnesota Statutes, Section 273.133, subdivision 3, or any other party that would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.

3. The Property shall not be used for any of the following purposes:

- (a) The operation of a public charity;
- (b) A church or house of worship;
- (c) The operation of a public hospital;
- (d) The operation of a public schoolhouse, academy, college, university or seminary of learning; or

- (e) Any other use which would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.

4. The Property shall be devoted to uses consistent with a “redevelopment district” under Minnesota Statutes, Sections 469.174 through 469.1794.

5. The Property owner shall:

- (a) not discriminate on the basis of color, creed, national origin, or sex in the sale, lease, use or occupancy of the Property, the Minimum Improvements or any part thereof;
- (b) develop the Development Property in an orderly manner consistent with the City’s zoning ordinances and comprehensive plan.

6. The covenants and restrictions herein contained shall run with the title to the Property and shall be binding upon all present and future owners and occupants of the Property; provided, however, that the covenants and restrictions herein contained shall inure only to the benefit of the City and may be released or waived in whole or in part at any time, and from time to time, by the sole act of the City, and variances may be granted to the covenants and restrictions herein contained by the sole act of the City. These covenants and restrictions shall be enforceable only by the City, and only the City shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of the covenants and restrictions herein contained, or to enforce the performance or observance thereof.

7. The covenants and restrictions herein contained shall remain in effect until the later of (i) February 1, 2041, or (ii) the payment in full of principal of, and interest on, the limited revenue tax increment note issued in accordance with the Agreement, and thereafter shall be null and void.

EXHIBIT C

PROJECT DESCRIPTION; QUALIFIED COSTS

Project Description

The Project involves the construction of an approximately 28,362 square foot office and retail complex.

Qualified Costs

The estimated public costs of the TIF District are listed below. Such costs (“Qualified Costs”) are eligible for reimbursement from tax increments of the TIF District. The categories below identify the categories of expenses that the parties agree may be reimbursed through tax increment financing. The amounts assigned to each category are estimates only and not independent limitations of Developer’s Qualified Costs.

Demolition	\$ 100,000
Environmental Remediation/Soils Correction	500,000
Façade Renovation	<u>400,000</u>
Total	\$1,000,000*

* Developer’s Qualified Cost. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Qualified Costs of the Project will not exceed \$ 1,000,000.

EXHIBIT D

CERTIFICATE OF COMPLETION

WHEREAS, Swans Corner LLC, a Minnesota limited liability company (“the Developer”), is the owner and the Developer of the property in the County of Hennepin and State of Minnesota described on Exhibit A hereto and made a part hereof (the “Development Property”); and

WHEREAS, the Development Property is subject to the provisions of a certain Redevelopment Agreement (the “Agreement”) in the Central Area Redevelopment District and Tax Increment Financing District No. 6 - Downtown West, dated as of [_____] 1, 20[___], between the Developer, Housing and Redevelopment Authority of the City of Wayzata, and the City of Wayzata, Minnesota; and

WHEREAS, the Developer has fully and duly performed all of the covenants and conditions of Developer under the Agreement with respect to the completion of the Project (as defined in the Agreement);

NOW, THEREFORE, it is hereby certified that all requirements of the Developer under the Agreement with respect to the completion of the Project have been completed and duly and fully performed, and this instrument is to be conclusive evidence of the satisfactory termination of the covenants and conditions of the Agreement as they relate to the completion of the Project. All other covenants and conditions of the Agreement shall remain in effect and are not terminated hereby.

Dated this ____ day of _____, 20__.

CITY OF WAYZATA, MINNESOTA

By _____
Kenneth Willcox, Mayor

And _____
Jeffrey Dahl, City Manager

Exhibit A

Development Property

The real property and interests in such property located in the County of Hennepin, State of Minnesota and described as follows:

Parcel Numbers

0611722310006

0611722310005

0611722310004

EXHIBIT E

FORM OF LIMITED TAX INCREMENT REVENUE NOTE

No. R- _____

\$[_____]

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF WAYZATA
HOUSING AND REDEVELOPMENT AUTHORITY OF
THE CITY OF WAYZATA**

**LIMITED REVENUE TAXABLE TAX INCREMENT NOTE
(SWANS CORNER LLC PROJECT)**

PRINCIPAL AMOUNT:

\$ INTEREST RATE: []%

The Housing and Redevelopment Authority of the City of Wayzata (the “HRA”) for value received, promises to pay, but solely from the source, to the extent and in the manner hereinafter provided, to [Developer], or its registered assigns (the “Owner”), the principal sum of _____ (\$ _____), in semi-annual installments payable on August 1, 2021, and on each February 1 and August 1 thereafter up to and including February 1, 2041 (each being a “Scheduled Payment Date”), together with interest on the outstanding and unpaid principal balance of this Note at the rate of [] ([]%) per annum. Installment payments shall be applied first to interest and then to a reduction of outstanding principal. Interest on the outstanding balance of this Note shall accrue from the date hereof as simple, non-compounding interest. Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at the postal address within the United States designated from time to time by the Owner.

This Note is subject to prepayment on any Scheduled Payment Date at the option of the HRA, in whole or in part, upon payment to the Owner of the principal amount of the Note to be prepaid, without premium or penalty.

This Note is a special and limited obligation and not a general obligation of the HRA, which has been issued by the HRA in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including M.S., Sections 469.174 through 469.1794. This Limited Tax Increment Revenue Note (Swans Corner LLC Project) (or “Note”) is issued pursuant to the provisions of that certain Redevelopment Agreement, dated as of [Month] [Day], 20[], as the same may be amended from time to time (the “Redevelopment Agreement”), by and between the HRA, the City of Wayzata, Minnesota (the “City”) and Swans Corner LLC (the “Developer”).

THIS NOTE IS NOT PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN PLEDGED TAX INCREMENT, AS DEFINED BELOW.

The Note Payment Amounts due hereon shall be payable solely from a portion of the tax increments, less the HRA's administrative fee of ten percent (10%), from the Development Property within the HRA's Tax Increment Financing District No. 6 – Downtown West (the "Tax Increment District") within its Central Area Redevelopment District, which are paid to the HRA and which the HRA is entitled to retain pursuant to the provisions of M.S., Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Available Tax Increment"). The HRA makes no representation or covenant, express or implied, that the Available Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The HRA shall pay to the Owner on each Scheduled Payment Date all Available Tax Increment on that date to the extent necessary to pay principal and interest then due and any past due installment. To the extent that the HRA is unable to pay the total principal and interest due on this Note at or prior to the February 1, 2041 maturity date hereof as a result of its having received as of such date insufficient Available Tax Increment, such failure shall not constitute a default under this Note and the HRA shall have no further obligation hereon.

This Note shall not be payable from or constitute a charge upon any funds of the HRA, and the HRA shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except the Available Tax Increment, and then only to the extent and in the manner herein specified.

The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the HRA or of any other public body, and neither the HRA nor any council member, officer, employee or agent of the HRA, nor any person executing or registering this Note shall be personally liable hereon by reason of the issuance or registration hereof or otherwise. The Owner may assign its rights hereunder, with notice thereof provided to HRA, in accordance with the associated TIF Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the HRA outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the HRA to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the Housing and Redevelopment Authority of the City of Wayzata has caused this Note to be executed by the manual signatures of the Chair and the Executive Director and has caused this Note to be dated as of _____, 20__.

Thomas Shaver, Chair

Jeffrey Dahl, Executive Director

PROPOSED PROPERTY REDEVELOPMENT FOR:

305 thru 309 LAKE STREET EAST

WAYZATA, MINNESOTA

PROJECT NARRATIVE

CONCEPT AND GENERAL PLAN APPROVAL IS REQUESTED FOR THIS PROPOSED DEVELOPMENT PROJECT COMBINING THE COMMERCIAL LOTS LOCATED ON THE CORNER OF LAKE STREET AND BARRY AVENUE (305 AND 309 EAST LAKE STREET). 315 EAST LAKE STREET WILL REMAIN A SEPARATE BUILDING / LOT.

THE PROJECT HAS BEEN PROPOSED TO ALLOW EFFICIENCIES IN THE OVERALL PROJECT TO HELP SUBSIDIZE AND OFFSET THE COSTS ASSOCIATED WITH RECREATING THE BANK FACADE, CLEANING UP POLLUTION AND FURNISHING UNDERGROUND PARKING.

THIS PROJECT IS PROPOSED AS A THREE STORY MULTI-USE BUILDING WITH THE FOLLOWING USES.

- LOWER LEVEL = INDOOR PARKING
- FIRST FLOOR = RETAIL AND INDOOR PARKING
- SECOND FLOOR = OFFICE
- THIRD FLOOR = OFFICE

OFF-SITE PARKING IS REQUESTED FOR A PORTION OF THE REQUIRED PARKING STALLS. THESE STALLS WOULD BE PROVIDED AT THE 319 BARRY AVENUE BUILDING THAT IS ALSO OWNED BY THE APPLICANT.

PROJECT ADDRESSES AND LEGAL DESCRIPTIONS

305 AND 309 EAST LAKE STREET

THAT PART OF LOT 3, "STEPHEN'S ADDITION TO THE TOWNSITE OF WAYZATA" AND THAT PART OF LAKE STREET, ADJOINING SAID LOT 3, VACATED BY INSTRUMENT RECORDED IN BOOK 121 OF MISCELLANEOUS RECORDS, PAGE 42, DOCUMENT No. 512133, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 3 TO THE MOST EASTERLY CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 TO THE MOST NORTHERLY CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 102.5 FEET; THENCE DEFLECTING TO THE LEFT 88 DEGREES 25 MINUTES A DISTANCE OF 26.85 FEET; THENCE DEFLECTING RIGHT 90 DEGREES A DISTANCE OF 78.53 FEET TO THE SOUTHERLY LINE OF SAID PART OF VACATED LAKE STREET DESCRIBED IN SAID DOCUMENT 512133; THENCE EASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 34.43 FEET TO THE POINT OF BEGINNING.

THE NORTHWESTERLY 4 FEET OF LOT 2, "STEPHEN'S ADDITION TO THE TOWNSITE OF WAYZATA" MEASURED PERPENDICULAR TO THE NORTHWESTERLY LINE OF SAID LOT.

THAT PART OF LOT 3, "STEPHEN'S ADDITION TO THE TOWNSITE OF WAYZATA", AND THAT PART OF LAKE STREET, ADJOINING SAID LOT 3, VACATED IN INSTRUMENT RECORDED IN BOOK 121 OF MISCELLANEOUS RECORDS, PAGE 42, DOCUMENT No. 512133, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3 TO A POINT DISTANT 102.5 FEET SOUTHERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 3; THENCE DEFLECTING TO THE RIGHT AT AN ANGLE OF 91 DEGREES 35 MINUTES, A DISTANCE OF 26.85 FEET; THENCE SOUTHERLY AT A RIGHT ANGLE A DISTANCE OF 78.53 FEET MORE OR LESS, TO THE SOUTHERLY LINE OF SAID VACATED PART OF LAKE STREET DESCRIBED IN SAID DOCUMENT No. 512133; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 3; THENCE NORTHERLY ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

315 EAST LAKE STREET

LOT 1 AND THE EASTERLY 56.00 FEET OF LOT 2, STEPHEN'S ADDITION TO THE TOWNSITE OF WAYZATA

LANDOWNERS AND APPLICANTS NAME AND ADDRESS

SWANS CORNER LLC
319 BARRY AVENUE SOUTH
SUITE 301
WAYZATA, MN 55391
CONTACT : LOWELL ZITZLOFF PHONE: 952-475-3980

LOWELL ZITZLOFF
319 BARRY AVENUE SOUTH
SUITE 301
WAYZATA, MN 55391 PHONE: 952-475-3980

PROJECT ARCHITECT

BRUCE W. SCHMITT & ASSOCIATES, P.A. - ARCHITECTS
320 MANITOBA AVENUE SOUTH
WAYZATA, MN 55391 PHONE: 952-476-6222

PROJECT SURVEYOR

GRONBERG & ASSOCIATES, INC.
445 NORTH WILLOW DRIVE
LONG LAKE, MN 55356 PHONE: 952-473-4141

PROJECT CIVIL ENGINEER

GRONBERG & ASSOCIATES, INC.
445 NORTH WILLOW DRIVE
LONG LAKE, MN 55356

BUILDING USES AND FLOOR AREA CALCULATIONS

PROPOSED PROJECT IS A THREE STORY MULTI-USE BUILDING WITH THE FOLLOWING USES:
LOWER LEVEL = INDOOR PARKING
FIRST FLOOR = RETAIL AND INDOOR PARKING
SECOND FLOOR = OFFICE
THIRD FLOOR = OFFICE

	LOWER LVL	FIRST FLR	SECOND FLR	THIRD FLR	TOTAL RETAIL AND OFFICE	TOTALS
PARKING AREA (gross area)	13,583 sf	6,147 sf				19,730 sf
RETAIL (gross area)		7,406 sf			7,406 sf	7,406 sf
OFFICE (gross area)			11,714 sf	9,208 sf	20,922 sf	20,922 sf
TOTALS (gross area)	13,583 sf	13,553 sf	11,714 sf	9,208 sf	28,328 sf	

BUILDING RECESSES

RECESSES HAVE BEEN PROVIDED ALONG BOTH STREET FRONTAGE FACADES AT THE ENTRIES.

BUILDING WIDTH

BUILDING FACADES ALONG BOTH STREET FRONTAGES HAVE BEEN DESIGNED TO APPEAR AS SMALLER SCALE BUILDINGS THROUGH THE USE OF BUILDING JOGS AND CONTRASTING MATERIALS / DESIGN ELEMENTS. IN ADDITION, VARIATIONS IN ROOF LINES AND THE INCLUSION OF TERRACES AT A PORTION OF THE SECOND FLOOR AND AT THE ENTIRE THIRD FLOOR WILL HELP TO REDUCE THE BUILDING'S SCALE.

BUILDING HEIGHT

THE BUILDING HEIGHT IS 35'-0" ABOVE THE AVERAGE GRADE PLANE AND ALIGNS WITH THE EXISTING 315 LAKE STREET ROOF COPING ELEVATION.

UPPER STORY SETBACKS

THIRD STORY SETBACK = THE THIRD STORY IS NOT PARALLEL TO THE LAKE STREET OR BARRY AVENUE FACADE FOR A MAJORITY OF THEIR LENGTHS. THEREFORE THE SETBACK VARIES ALONG BOTH STREETS. A MINIMUM SETBACK OF 6'-0" IS PROVIDED, AND THE AVERAGE THIRD FLOOR SETBACK IS 11.17 FEET.

SECOND STORY SETBACK =	FACADE LENGTH	PORTION RECESSED ON SECOND FLOOR (6'-0" MIN)	PERCENTAGE
LAKE STREET FRONTAGE (SOUTH)	62'-4"	26'-8"	43 % (25% MIN. REQUIRED)
BARRY AVENUE FRONTAGE (WEST)	174'-4"	44'-9 1/2"	25.1 % (25% MIN. REQUIRED)

*ONLY SECOND STORY WALLS THAT ARE SETBACK OVER 6'-0" ARE INCLUDED IN THESE CALCULATIONS. AN ADDITIONAL 11'-10 3/8" OF SECOND STORY IS SETBACK FROM 6'-0" TO 2'-1".

ROOF DESIGN

THE FLAT ROOF WILL BE A DARK COLORED MEMBRANE, AND THE SLOPED ROOF AREAS WILL BE DARK COLORED SIMULATED SLATE SHINGLES.

SCREENING OF ROOFTOP EQUIPMENT

ALL MECHANICAL EQUIPMENT REQUIRED TO BE ON THE ROOF WILL BE SUNKEN IN A COURTYARD AREA AT THE THIRD FLOOR LEVEL OR LOCATED IN AREAS INDICATED ON THE ROOF PLAN. THIS WILL SCREEN THE EQUIPMENT FROM THE VIEW OF ADJACENT BUILDINGS.

TRASH AND RECYCLING

SHARED TRASH AND RECYCLING WILL BE LOCATED IN THE 315 EAST LAKE STREET BUILDING.

GROUND LEVEL EXPRESSION

CAST STONE ACCENT BANDS, AND THE SECOND FLOOR TERRACES WILL DISTINGUISH THE GROUND FLOOR FROM THE FLOORS ABOVE.

ENTRIES

PLANTING BEDS ARE PROVIDED ALONG BOTH STREET FRONTAGE FACADES, AND THE MAIN ENTRANCES AT BOTH STREETS ARE RECESSED AND LOCATED AT SIDEWALK GRADE LEVEL.

WALKWAYS

THE SIDEWALK ALONG LAKE STREET AND WHERE INDICATED ALONG BARRY AVENUE WILL BE EXPOSED AGGREGATE WITH BROOM FINISH CONCRETE ACCENTS TO MATCH THE EXISTING SIDEWALK IN FRONT OF THE 315 EAST LAKE STREET BUILDING. THE EXPOSED AGGREGATE SIDEWALK WILL BE EXTENDED NORTH ON BARRY AVENUE TO CONNECT WITH THE EXISTING SIDEWALK TO THE NORTH.

LANDSCAPING

LANDSCAPING (INCLUDING BOULEVARD SPECIES TREES) IS PROPOSED WHERE APPROPRIATE ALONG THE BUILDING FACADES.

TENANT SIGNAGE

IN KEEPING WITH THE WAYZATA DESIGN STANDARDS, THERE WILL BE A WALL SIGN FOR EACH STOREFRONT AND OFFICE TENANT, CONSTRUCTED OF NATURAL MATERIALS SUCH AS WOOD, METAL OR STONE. THESE SIGNS WILL BE ATTACHED DIRECTLY TO THE BUILDING. SIGNS WILL BE LIT BY LIGHTS INDICATED OR WILL BE INTERNALLY LIT.

EXTERIOR LIGHTING

WALL-MOUNTED DECORATIVE LIGHT FIXTURES WILL BE LOCATED ALONG LAKE STREET AND BARRY AVENUE AT ENTRANCE DOORS AND TERRACE LOCATIONS. ADDITIONAL RECESSED FIXTURES WILL HELP ILLUMINATE THE RECESSED ENTRANCES, AND ADDITIONAL CITY STREET LIGHTS WILL BE ADDED AS INDICATED PER CITY STANDARDS. SIGNAGE LIGHTING WILL BE PROVIDED AS INDICATED ABOVE.

BUILDING MATERIALS

FACADE COVERAGE : THE SAME OPAQUE MATERIALS ARE UTILIZED ON ALL SIDES OF THE BUILDING - BRICK, STONE, CAST STONE, STUCCO AND WOOD.

TYPE OF BRICK : ALL BRICK WILL BE STANDARD SIZES, BRICK AND MORTAR COLOR WILL MATCH THE 315 LAKE STREET. ALL BRICK JOINTS WILL BE TOOLED.

PARAPET, FLASHING AND COPING : THE TYPICAL ROOF CURB HAS COPPER FLASHING OVER PITCHED SIMULATED SLATE SHINGLES. ALL FLASHING WILL BE COPPER

BALCONIES : THE THIRD FLOOR HAS TWO BALCONIES ON THE NORTH ELEVATION AND ONE ON THE EAST ELEVATIONS. ALL BALCONIES ARE USEABLE AND DO NOT PROJECT OVER THE PROPERTY LINE. ALL HAVE DARK METAL RAILINGS.

GLASS : GLASS WILL NOT BE MIRRORRED, REFLECTIVE OR DARKENED. TINT COLOR WILL MATCH THE GLASS AT 315 LAKE STREET.

DOOR SYSTEMS: MAIN ENTRY DOORS WILL HAVE ALUMINUM FRAMES AND BE FULL GLASS.

OPAQUE MATERIALS CALCULATIONS

	SOUTH ELEVATION	WEST ELEVATION	NORTH ELEVATION	EAST ELEVATION	PERCENTAGES IN CHART ARE THE PERCENTAGE OF OPAQUE MATERIAL ON DESIGNATED ELEVATION
BRICK	11 %	21 %	29 %	23 %	
STONE	18 %	3 %	0 %	0 %	
WOOD	29 %	45 %	19 %	14 %	
STUCCO	14 %	9 %	29 %	40 %	
CAST STONE	22 %	22 %	23 %	23 %	

GROUND LEVEL FACADE TRANSPARENCY CALCULATIONS

	WALL AREA	GLAZING AREA	PERCENTAGE	A DEVIATION IS REQUIRED AT THE LAKE STREET FRONTAGE IN ORDER TO IMITATE THE ORIGINAL BANK FACADE / WINDOWS
LAKE STREET FRONTAGE (SOUTH)	790 sf	328 sf	415 % (50% MIN. REQUIRED)	
BARRY AVENUE FRONTAGE (WEST)	1869 sf	792 sf	423 % (25% MIN. REQUIRED)	

FLOOR AREA RATIO

PROPOSED FAR = 1.91 (2.00 MAXIMUM ALLOWED)

LOT AREA: 14,111 sf

(CALCULATIONS DO NOT INCLUDE THE CURRENT 315 LAKE STREET PROPERTY)

IMPERVIOUS AND GREEN SPACE CALCULATIONS

A DEVIATION IS REQUESTED TO ALLOW IMPERVIOUS SURFACE COVERAGE TO EXCEED 15% OF THE TOTAL LOT AREA.

(CALCULATIONS DO NOT INCLUDE THE CURRENT 315 LAKE STREET PROPERTY)

	EXISTING	PROPOSED
GREEN SPACE	441 sf OR 3.02%	341 sf OR 2.35%
IMPERVIOUS	14,330 sf OR 96.98%	14,430 sf OR 97.65%

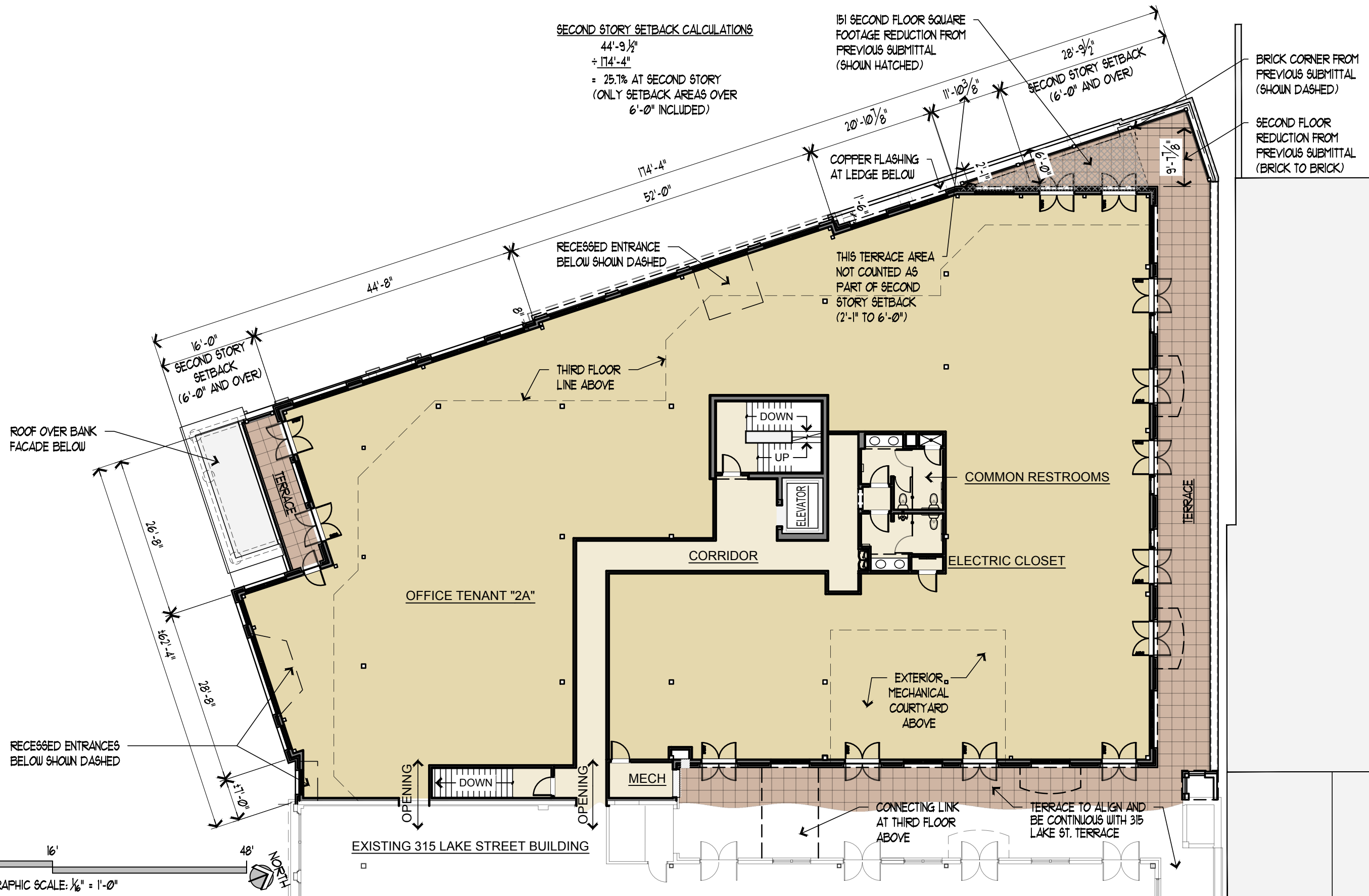
PARKING CALCULATIONS

PARKING CALCULATIONS USING NET SQ FT WITHOUT ANY DEDUCTIONS:

BUILDING ADDRESS	USE	NET SQUARE FOOTAGE	REQUIRED STALLS (3 PER 1,000 SF)	STALLS REQUIRED	STALLS PROVIDED	SURPLUS
305 LAKE STREET	RETAIL	5,012	15.04	68.83	53	
	OFFICE	17,932	53.80			
315 LAKE STREET	RETAIL	4,981	14.96	82.95	65	
	OFFICE	22,662	67.99			
319 BARRY AVENUE	RETAIL	0	0	69.96	121	
	OFFICE	23,319	69.96			
TOTAL ALL THREE BUILDINGS	RETAIL	9,999	30	221.74 OR 222	239	17
	OFFICE	63,913	191.74			

PARKING CALCULATIONS USING GROSS SQ FT MINUS 10% DEDUCTION:

BUILDING ADDRESS	USE	GROSS SQ. FT.	10% REDUCTION	REQUIRED STALLS (3 PER 1,000 SF)	STALLS REQUIRED	STALLS PROVIDED	SHORTAGE
305 LAKE	RETAIL	7,406	6,665	20.00	76.49	53	
	OFFICE	20,922	18,830	56.49			
315 LAKE STREET	RETAIL	6,868	6,181	18.54	89.29	65	
	OFFICE	26,204	23,584	70.75			
319 BARRY AVENUE	RETAIL	0	0	0	77.85	121	
	OFFICE	28,834	25,951	77.85			
TOTAL ALL THREE BUILDINGS	RETAIL	14,274	12,846	38.54	243.63 OR 244	239	5
	OFFICE	75,960	68,364	205.09			



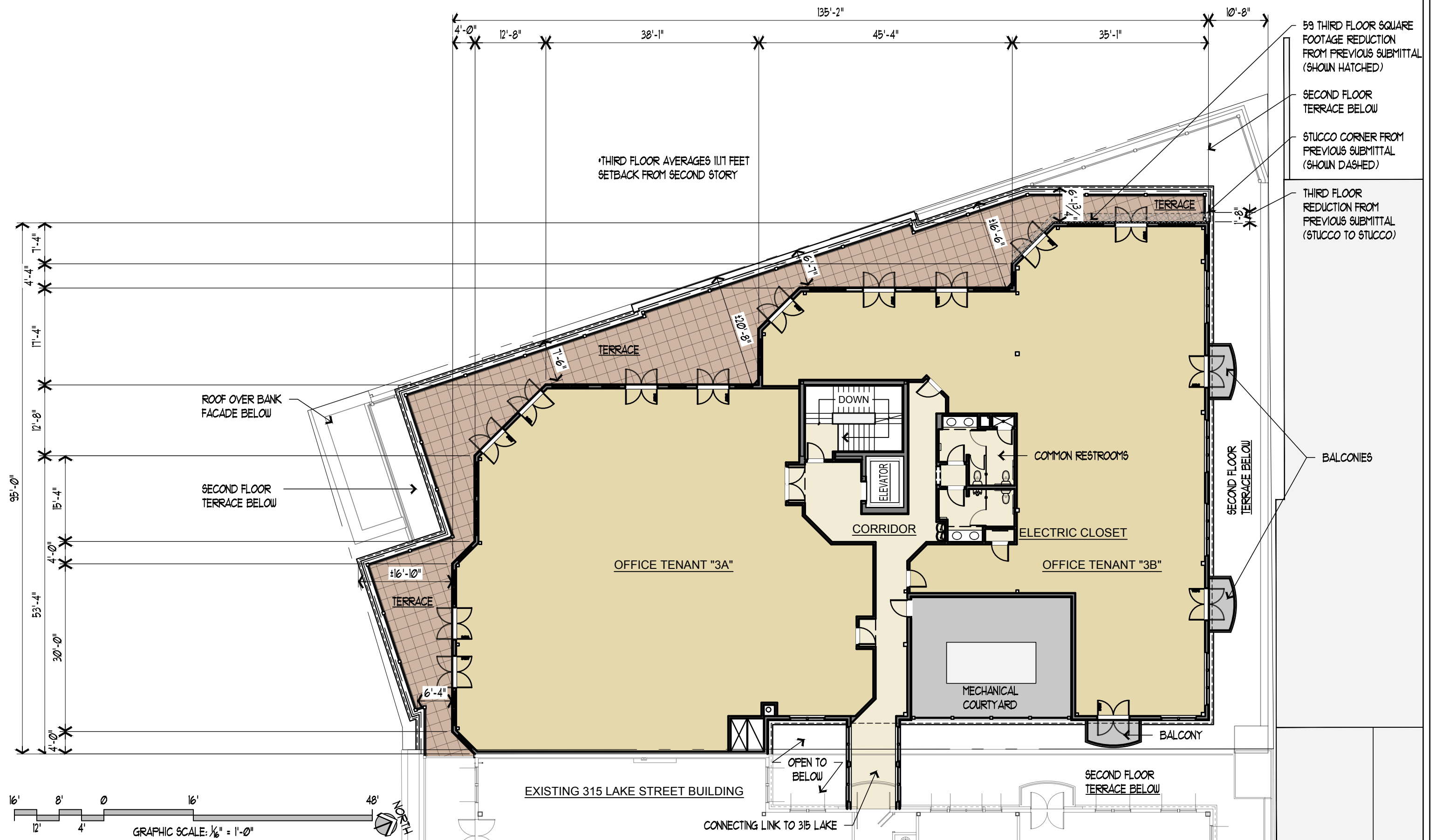
BRUCE W. SCHMITT & ASSOCIATES P.A.
 320 MANITOBA AVENUE, SOUTH
 WAYZATA, MINNESOTA 55391
 (952) 436-6222

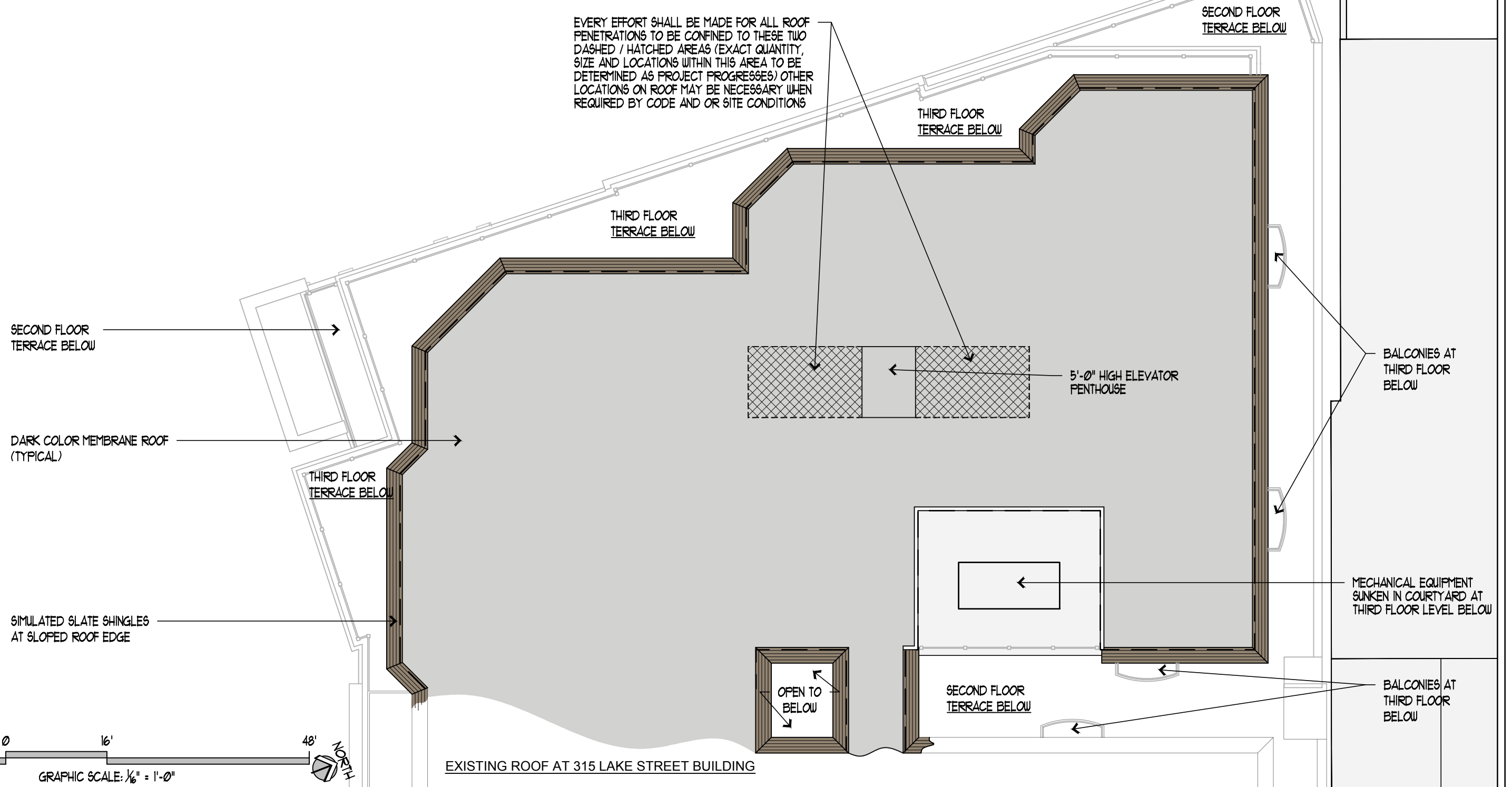
ARCHITECTS

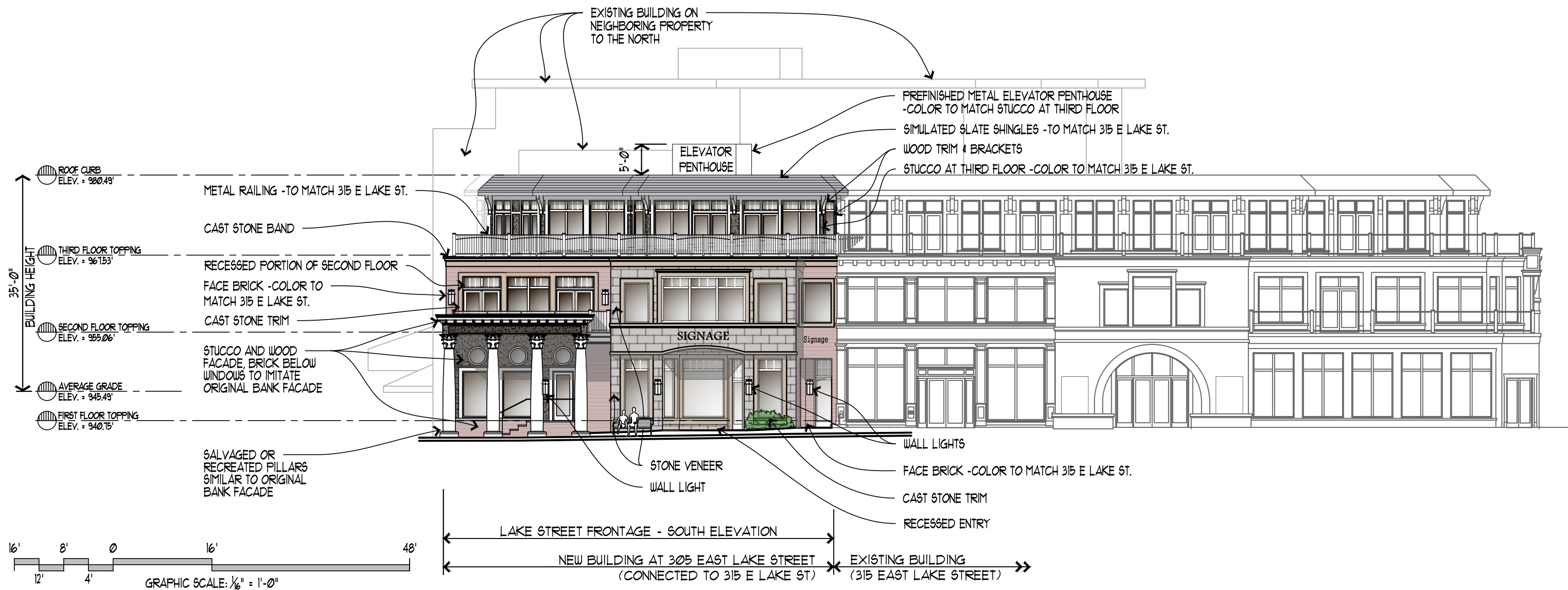
305 LAKE STREET EAST
 WAYZATA, MINNESOTA

SECOND FLOOR PLAN

REVISED NOVEMBER 14, 2018
 REVISED SEPTEMBER 24, 2018
 REVISED SEPTEMBER 19, 2018
 REVISED SEPTEMBER 7, 2018
 JUNE 27, 2018







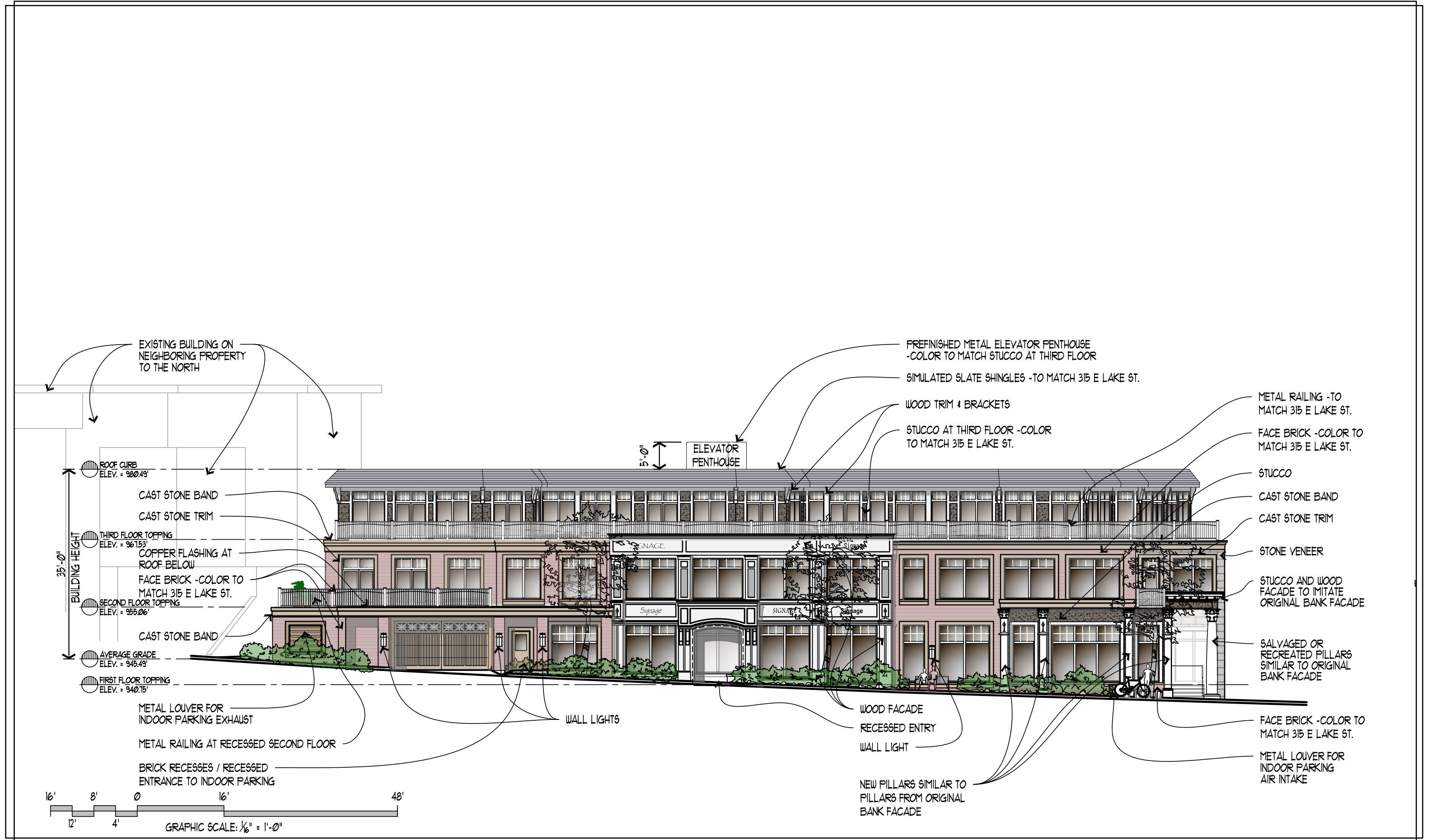
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305 LAKE STREET EAST
WAYZATA, MINNESOTA

SOUTH ELEVATION

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018

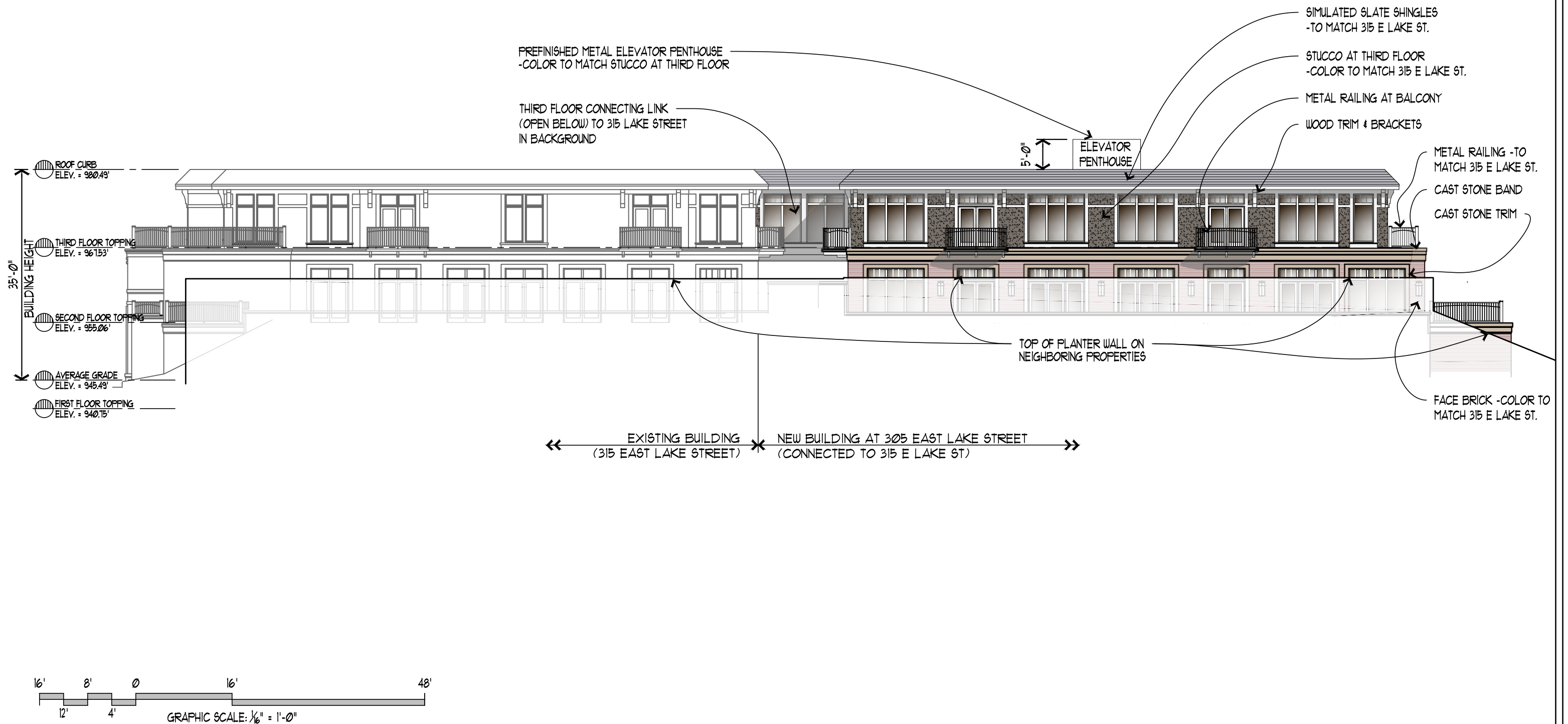


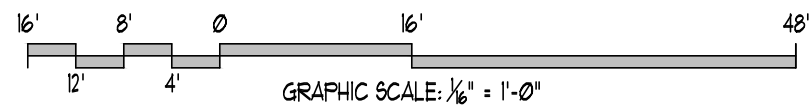
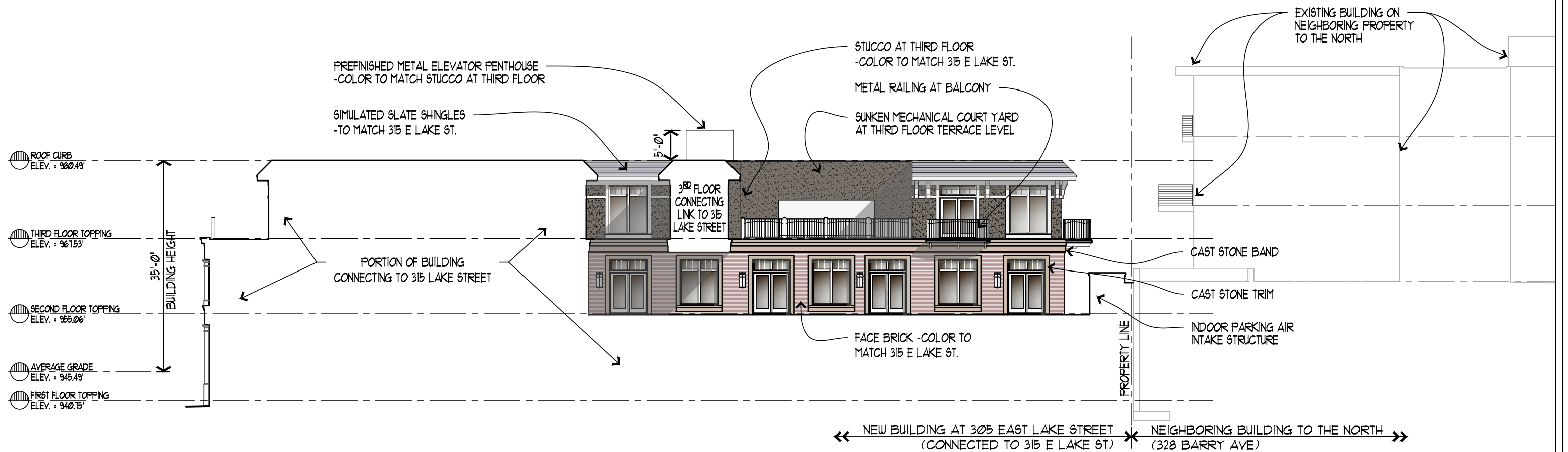
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(952) 436-6222
ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

WEST ELEVATION

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018





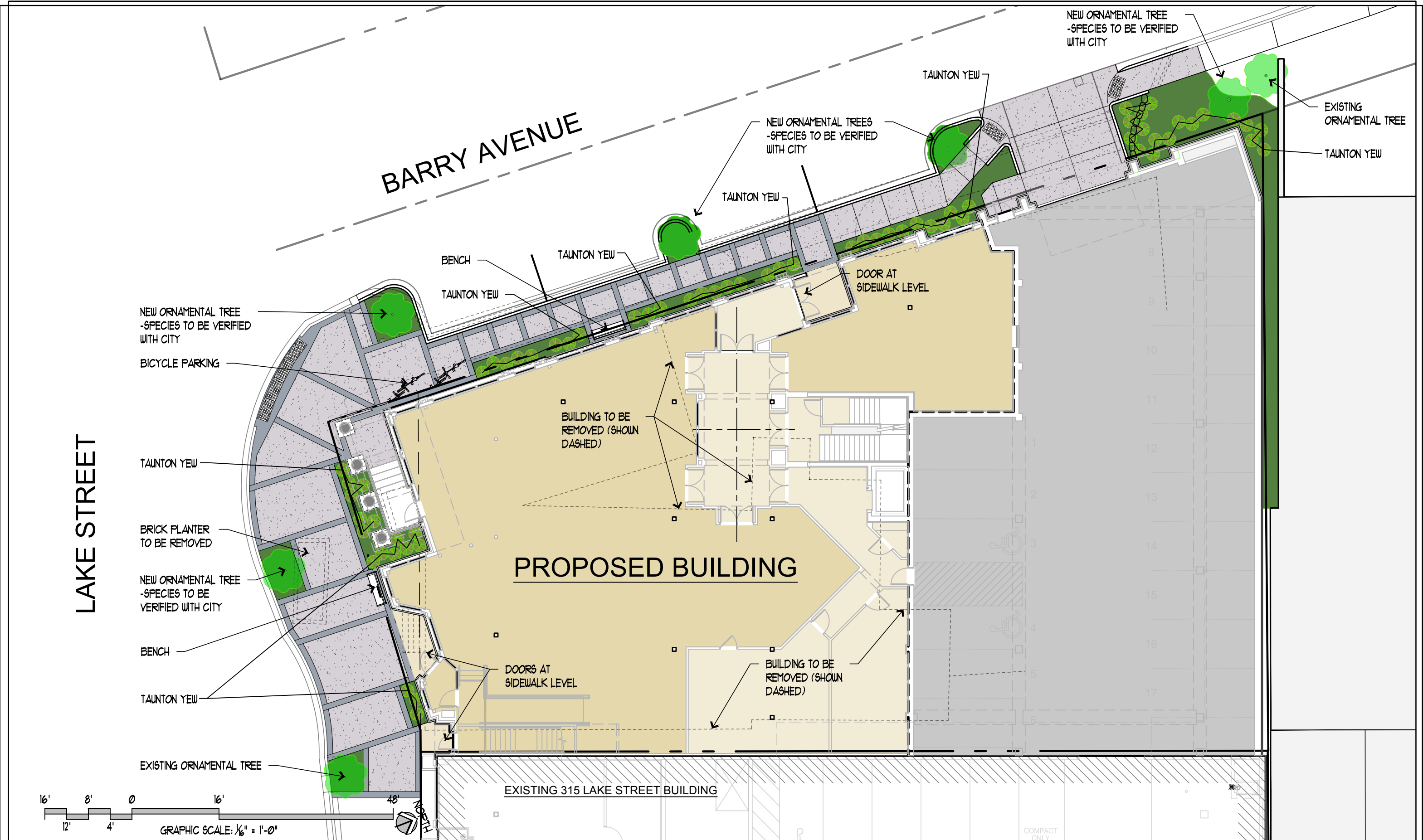
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305 LAKE STREET EAST
WAYZATA, MINNESOTA

EAST ELEVATION

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018



LAKE STREET

BARRY AVENUE

PROPOSED BUILDING

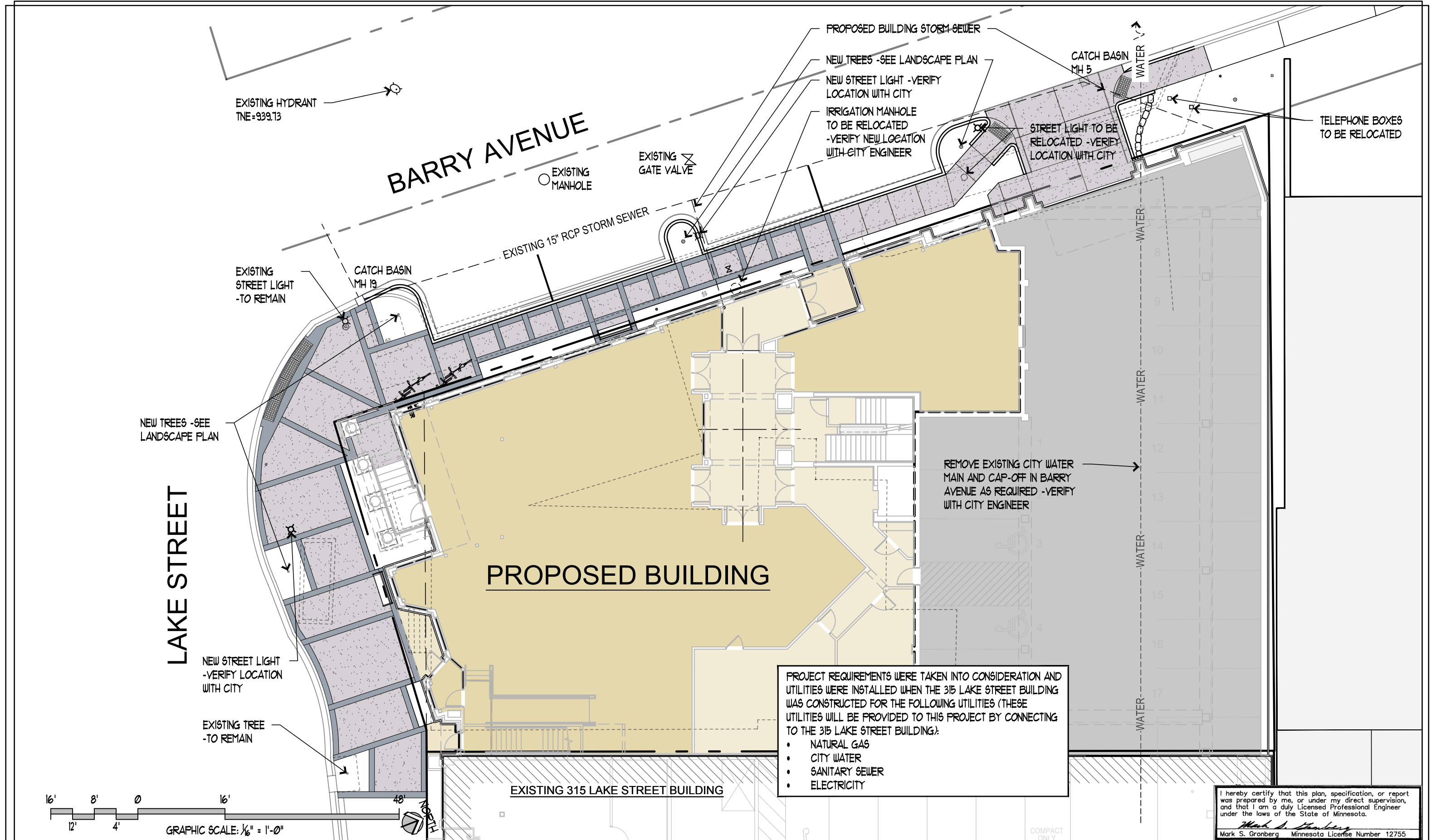
EXISTING 315 LAKE STREET BUILDING

BRUCE W. SCHMITT & ASSOCIATES P.A.
320 MANITOBA AVENUE, SOUTH
WAYZATA, MINNESOTA 55391
(952)436-6222
ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

LANDSCAPE PLAN

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018

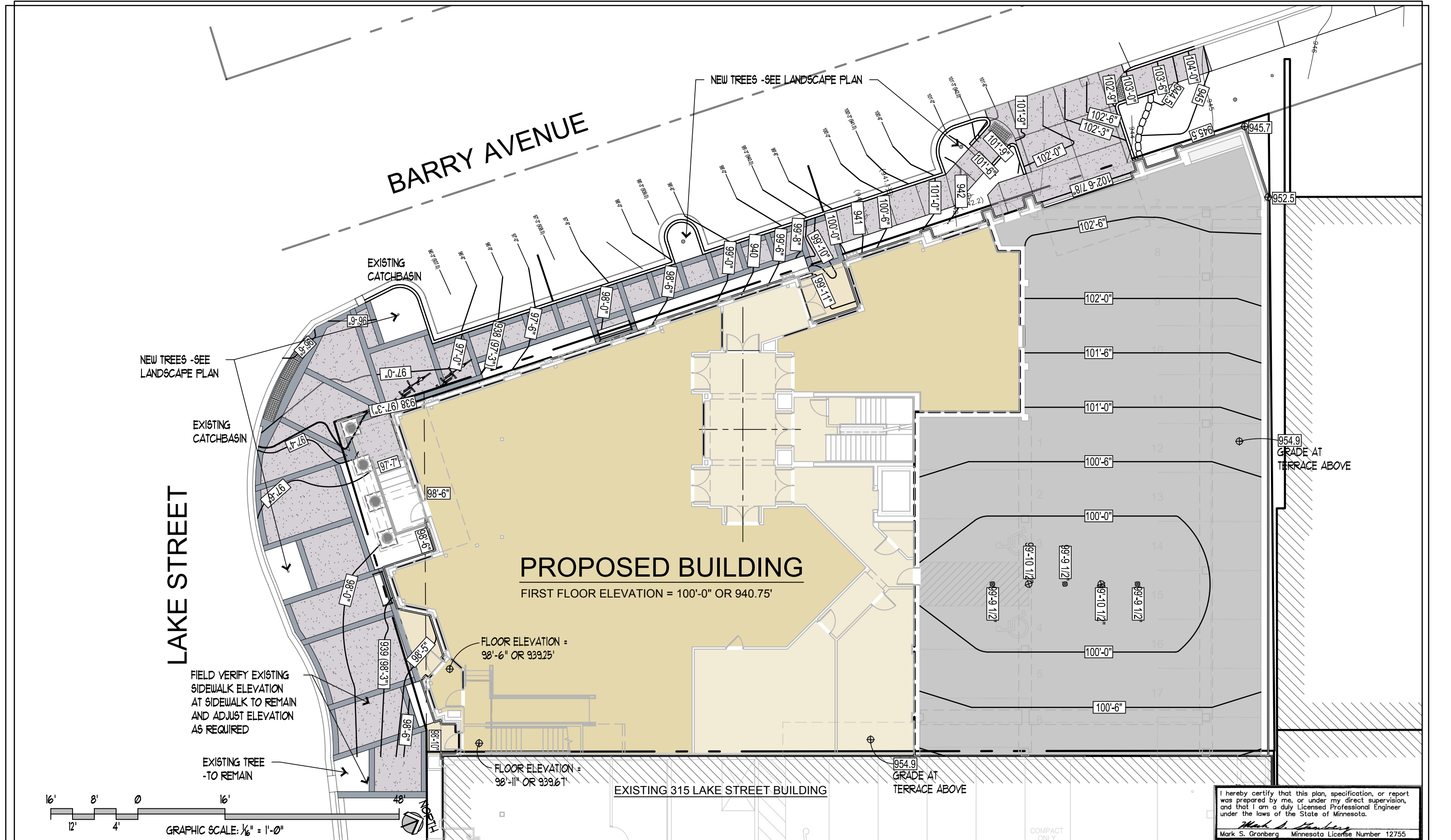


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ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

SITE UTILITY PLAN

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018



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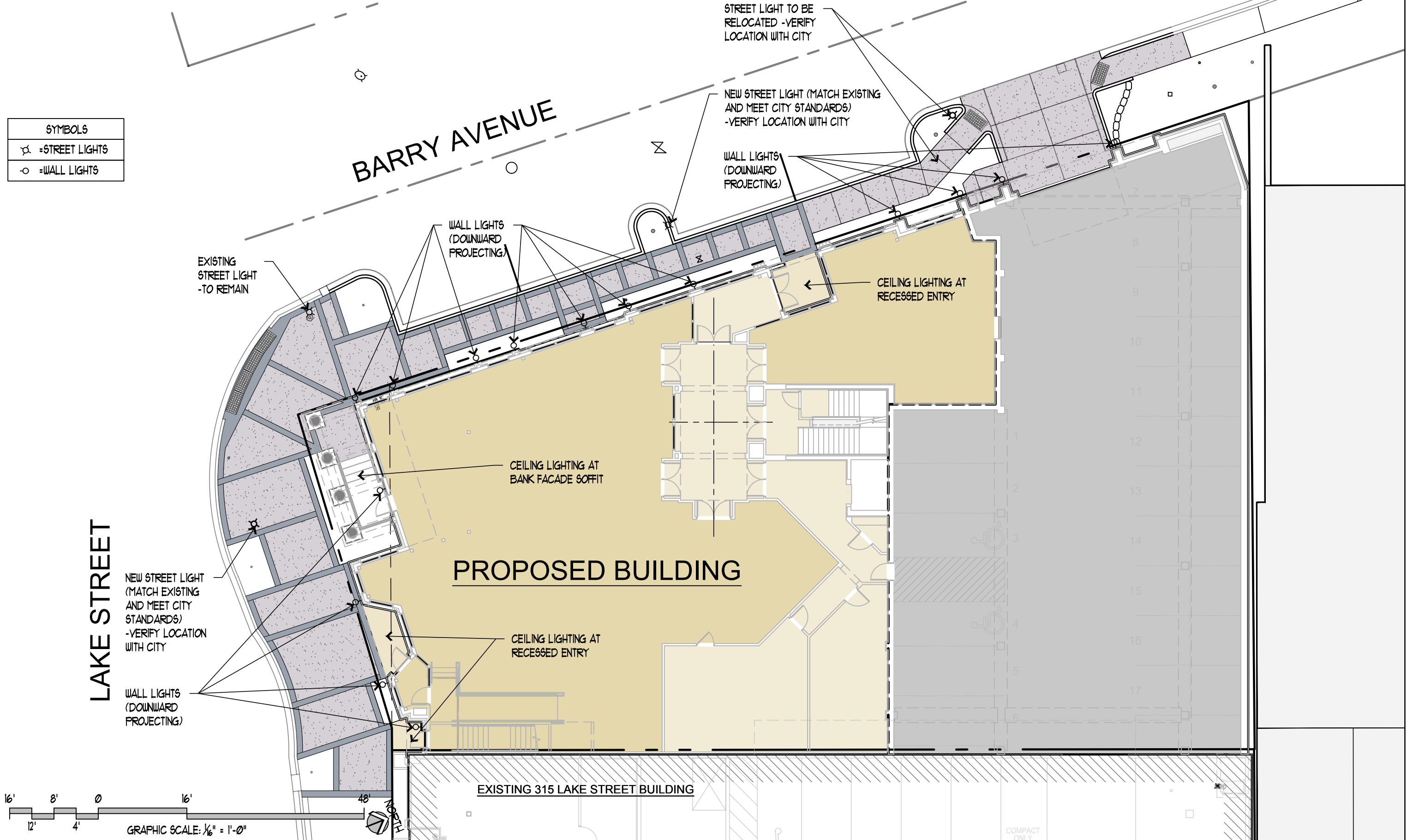
305 LAKE STREET EAST
WAYZATA, MINNESOTA

GRADING PLAN

REVISED NOVEMBER 14, 2018
REVISED SEPTEMBER 24, 2018
REVISED SEPTEMBER 7, 2018
JUNE 27, 2018

I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Mark S. Gronberg
Mark S. Gronberg Minnesota License Number 12755

SYMBOLS	
	=STREET LIGHTS
	=WALL LIGHTS



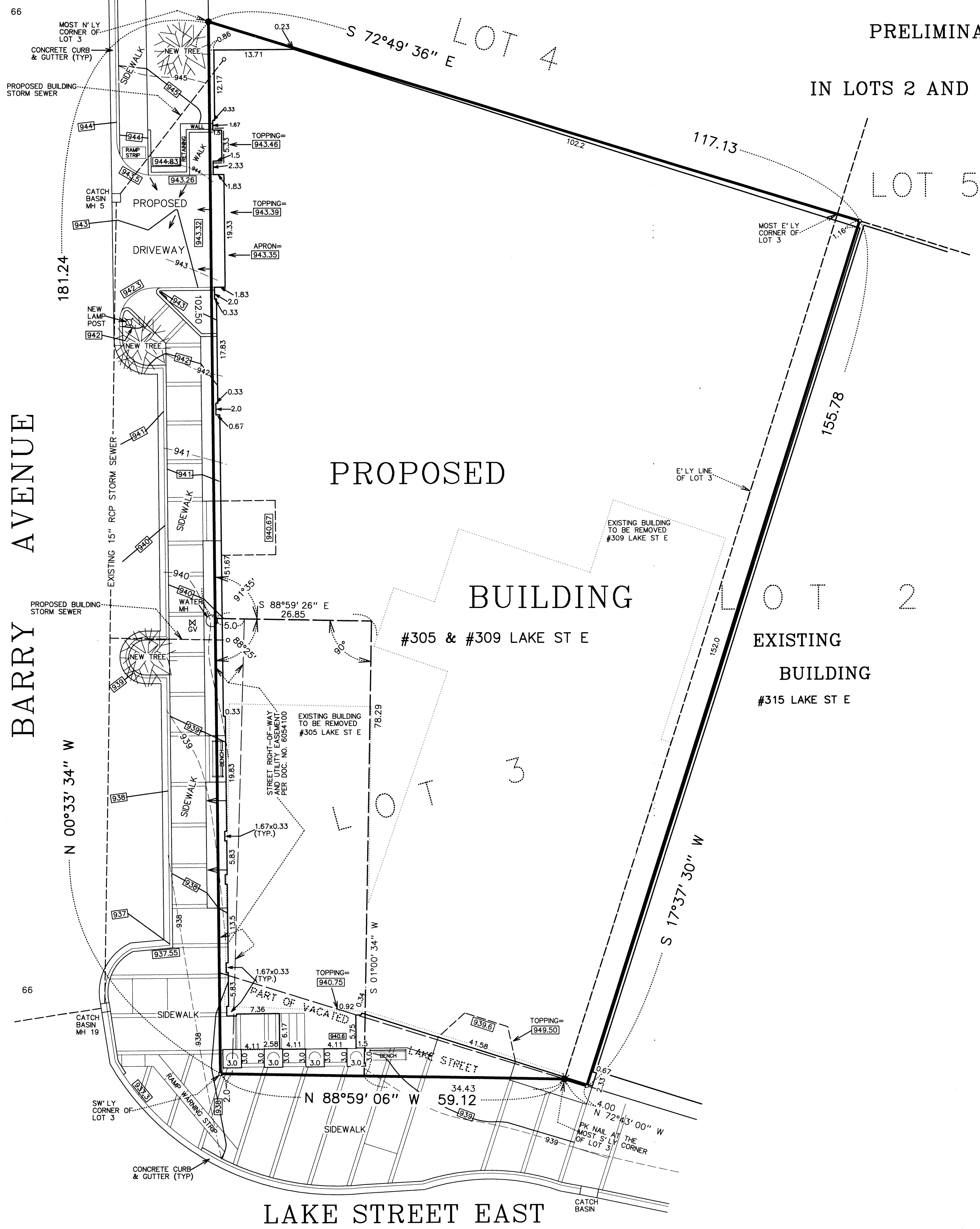
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ARCHITECTS

305 LAKE STREET EAST
WAYZATA, MINNESOTA

SITE LIGHTING PLAN

REVISED NOVEMBER 14, 2018
SEPTEMBER 24, 2018

PRELIMINARY PLAT AND CERTIFICATE OF SURVEY FOR
LNR PROPERTIES
IN LOTS 2 AND 3, STEPHENS ADD. TO THE TOWNSITE OF WAYZATA
HENNEPIN COUNTY, MINNESOTA



EXISTING HARDCOVER CALCULATIONS :

Lot area = 14,777 Sq. ft.
Building = 5066 sf
Blacktop parking = 5786 sf
Gravel parking = 2987 sf
Walks, steps & pillars = 491 sf
Total = 14,330 Sq. ft.
 $14,330 / 14,777 \times 100 = 96.98\%$
NOTE: The remaining areas are mulch and shrubs = 447 sf.

PROPOSED HARDCOVER CALCULATIONS :

Lot area = 14,777 Sq. ft.
Building = 14,100 sf
Driveway = 46 sf
Walks, steps & pillars = 404 sf
Total = 14,550 Sq. ft.
 $14,550 / 14,777 \times 100 = 98.46\%$
NOTE: The remaining areas on the westerly and northerly sides of the proposed building are assumed to be green space = 227 sf.

LEGAL DESCRIPTION OF PREMISES :

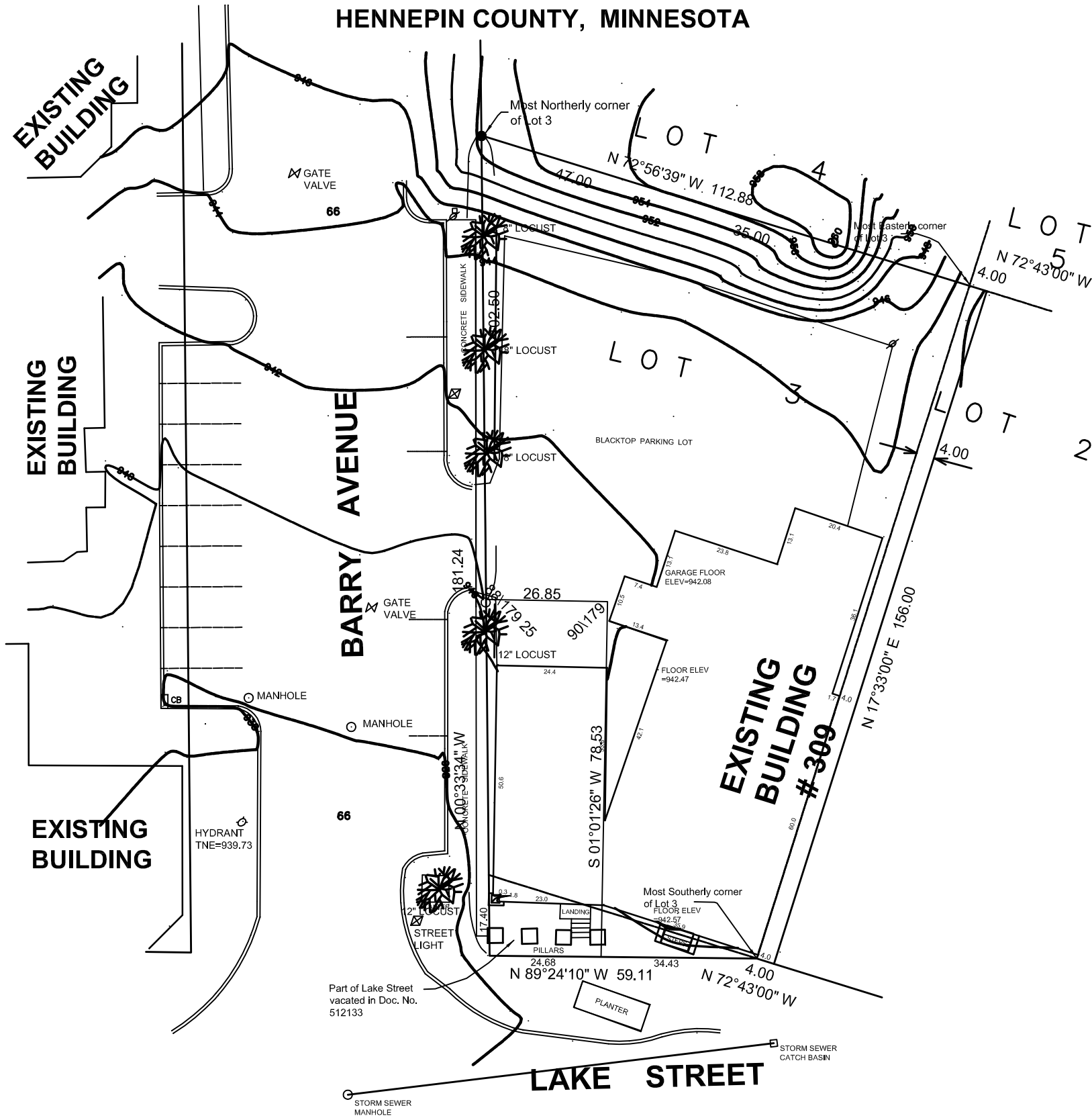
309 Lake Street East (per Certificate of Title No. 1456915)
That part of Lot 3, "Stephens' Addition to the Townsite of Wayzata" and that part of Lake Street, adjoining said Lot 3, vacated by instrument recorded in Book 121 of Miscellaneous Records, page 42, Document No. 512133, described as follows: Commencing at the most Southerly corner of said Lot 3; thence Northeasterly along the Easterly line of said Lot 3 to the most Easterly corner of said Lot 3; thence Northerly along the Northerly line of said Lot 3 to the most Northerly corner of said Lot 3; thence Southerly along the Westerly line of said Lot 3 a distance of 102.5 feet; thence deflecting to the left 88 degrees 25 minutes a distance of 26.85 feet; thence deflecting right 90 degrees a distance of 78.53 feet to the Southerly line of said part of vacated Lake Street described in said Document 512133; thence Easterly along said Southerly line a distance of 34.43 feet to the point of beginning.
The Northwesternly 4 feet of Lot 2, "Stephens' Addition to the Townsite of Wayzata" measured perpendicular to the Northwesternly line of said lot.
305 Lake Street East (per Certificate of Title No. 1456916)
That part of Lot 3, "Stephens' Addition to the Townsite of Wayzata" and that part of Lake Street, adjoining said Lot 3, vacated in instrument recorded in Book 121 of Miscellaneous Records, page 42, Document No. 512133, described as follows: Beginning at the southwesterly corner of said Lot 3; thence northerly along the west line of said Lot 3 to a point distant 102.5 feet southerly from the most northerly corner of said Lot 3; thence deflecting to the right at an angle of 91 degrees 35 minutes, a distance of 26.85 feet; thence southerly at a right angle a distance of 78.53 feet more or less, to the southerly line of said vacated part of Lake Street described in said Document No. 512133; thence westerly along said southerly line to the southerly extension of the westerly line of said Lot 3; thence northerly along said extension to the point of beginning.

- 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, per architect
 - 917 --- : denotes existing contour line, mean sea level datum
 - [930] --- : denotes proposed contour line, per architect
- Bearings shown are based upon an assumed datum.

This survey intends to show the boundaries of the above described property, the location of two existing buildings, to be removed, spot elevations and topography, and the proposed location of a proposed building, walks, driveway and grades thereon. It does not purport to show any other improvements or encroachments.

DATE 6-28-18		PRELIMINARY PLAT AND PROPOSED BUILDING		REMARKS	PROJECT	DATE 12-11-17
				I hereby certify that this plan, specification, or report was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.	PROJECT	DATE 12-11-17
				<i>Mark S. Gronberg</i>	PROJECT	DATE 12-11-17
				Mark S. Gronberg Minnesota License Number 12755	PROJECT	DATE 12-11-17
				PROJECT	DATE 12-11-17	
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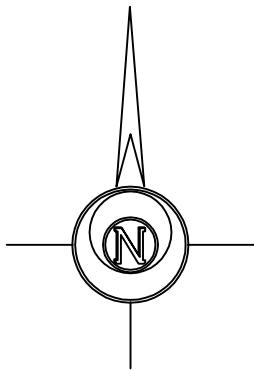
CERTIFICATE OF SURVEY FOR
FIVE SWANS
IN LOTS 2 & 3, STEPHENS ADDITION TO THE TOWNSITE OF WAYZATA
AND PART OF VACATED LAKE STREET
HENNEPIN COUNTY, MINNESOTA



LEGAL DESCRIPTION OF PREMISES:
That part of Lot 3, "Stephens' Addition to the Townsite of Wayzata", and that part of Lake Street, adjoining said Lot 3, vacated by instrument recorded in Book 121 of Miscellaneous Records, page 42, Document No., 512133, described as follows:
Commencing at the most Southerly corner of said Lot 3; thence Northeasterly along the Easterly line of said Lot 3 to the most Easterly corner of said Lot 3; thence Northwesterly along the Northerly line of said Lot 3 to the most Northerly corner of said Lot 3; thence Southerly along the Westerly line of said Lot 3 a distance of 102.5 feet; thence deflecting to the left 88 degrees 25 minutes a distance of 26.85 feet; thence deflecting right 90 degrees a distance of 78.53 feet to the Southerly line of said part of vacated Lake Street described in said Document 512133; thence Easterly along said Southerly line a distance of 34.43 feet to the point of beginning.
The Northwesternly 4 feet of Lot 2, "Stephens' Addition to the Townsite of Wayzata" measured perpendicular to the Northwesternly line of said lot,
ALSO
That part of said Lot 3 described as follows: Commencing at the most Northerly corner of said Lot 3; thence Southerly along the Westerly line of said Lot 3 a distance of 102.5 feet to the point of beginning of the property being described; thence deflecting to the left 88 degrees 25 minutes a distance of 26.85 feet; thence deflecting right 90 degrees a distance of 78.53 feet to the Southerly line of said part of vacated Lake Street described in said Document 512133; thence Westerly along said Southerly line to its intersection with the Southerly extension of said West line of Lot 3; thence Northerly along said extension and along said West line to the point of beginning.

This survey shows the boundaries of the above described property, and the location of an existing building, parking area, and pillars thereon. It does not purport to show any other improvements or encroachments.

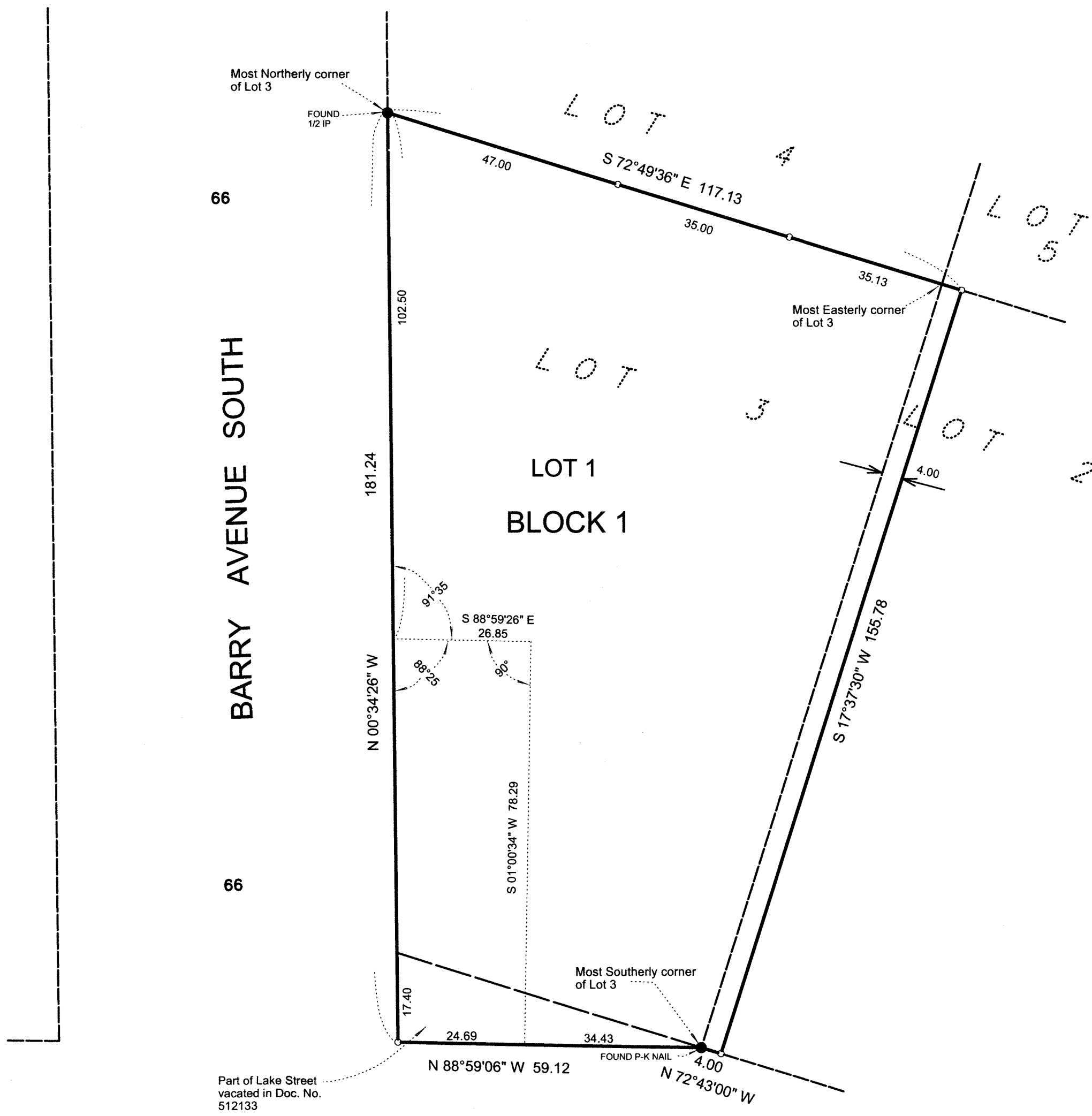
● : Iron marker found
○ : Iron marker set
Bearings shown are based upon an assumed datum



DESIGNED	REVISION	DATE	DESCRIPTION	 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 PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	SCALE 1"=20' not to scale
DRAWN PR						DATE 1-7-08
CHECKED						JOB NO. 08-006
					DATE _____ MN LICENSE NUMBER _____	

SWANS CORNER

R.T.DOC.NO. _____



Know all persons by these presents: That Swans Corner LLC, a Minesota limited liability company, fee owner of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

That part of Lot 3, "Stephens' Addition to the Townsite of Wayzata" and that part of Lake Street, adjoining said Lot 3, vacated by instrument recorded in Book 121 of Miscellaneous Records, page 42, Document No. 512133, described as follows: Commencing at the most Southerly corner of said Lot 3, thence Northerly along the Easterly line of said Lot 3 to the most Easterly corner of said Lot 3; thence Northwesterly along the Northerly line of said Lot 3 to the most Northernly corner of said Lot 3; thence Southerly along the Westerly line of said Lot 3 a distance of 102.5 feet; thence deflecting to the left 88 degrees 25 minutes a distance of 26.85 feet; thence deflecting to the right 90 degrees a distance of 78.53 feet to the Southerly line of said part of vacated Lake Street described in said Document 512133; thence Easterly along said Southerly line a distance of 34.43 feet to the point of beginning.

The Northwesterly 4 feet of Lot 2, "Stephens' Addition to the Townsite of Wayzata" measured perpendicular to the Northwesterly line of said lot.

Also

That part of Lot 3, "Stephens' Addition to the Townsite of Wayzata" and that part of Lake Street, adjoining said Lot 3, vacated in instrument recorded in Book 121 of Miscellaneous Records, page 42, Document No. 512133, described as follows: Beginning at the southwesterly corner of said Lot 3; thence northerly along the west line of said Lot 3 to a point distant 102.5 feet southerly from the most northernly corner of said Lot 3; thence deflecting to the right at an angle of 91 degrees 35 minutes, a distance of 26.85 feet; thence southerly at a right angle a distance of 78.53 feet more or less, to the southerly line of said vacated part of Lake Street described in said Document No. 512133; thence westerly along said southerly line to the southerly extension of the westerly line of said Lot 3; thence northerly along said extension to the point of beginning.

Have caused the same to be surveyed and platted as SWANS CORNER, and do hereby dedicate to the public for the public use forever the drainage and utility easements as shown on the plat.

In witness whereof said Swans Corner, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____ Swans Corner, LLC, a Minnesota limited liability company,

By _____ its _____ STATE OF _____ COUNTY OF _____) The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____, of Swans Corner, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County Notarys printed name My commission expires _____

I Mark S. Gronberg do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licendsed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3 as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

De.ed the _____ day of _____, 20____.

Mark S. Gronberg Licensed Land Surveyor and Engineer Minnesota License Number 12755

STATE OF _____) COUNTY OF _____) The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mark S. Gronberg, Land Surveyor and Engineer

Notary Public, _____ County Notarys printed name My commission expires _____

WAYZATA, MINNESOTA

This plat of SWANS CORNER was approved and accepted by the City Council of Wayzata, Minnesota, at a regular meeting held this _____ day of _____, 20____. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City, or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL OF THE CITY OF WAYZATA, MINNESOTA

_____, Mayor _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, HENNEPIN COUNTY, MINNESOTA I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20____

MARK V. CHAPIN, COUNTY AUDITOR

By _____, Deputy

SURVEY DIVISION, HENNEPIN COUNTY, MINNESOTA Pursuant to MINN. STAT. Sec. 383B.565, (1969), this plat has been approved this _____ day of _____, 20____.

CHRIS F. MAVIS, COUNTY SURVEYOR

By _____

REGISTRAR OF TITLES, HENNEPIN COUNTY, MINNESOTA I hereby certify that the within plat of SWANS CORNER was filled for record in this office this _____ day of _____, 20____, at _____ o'clock _____M.

MARTIN MCCORMICK, REGISTRAR OF TITLES

By _____, Deputy

GRONBERG & ASSOCIATES, INC.

ENGINEERS, LAND SURVEYORS, PLANNERS

SHEET 1 OF 2 SHEETS

Design Review Critique

305 and 309 Lake St E

November 14, 2018

The Design Review Critique is based on the following plans submitted by the applicant:

1. Project Information prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 2. Design Features prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 3. Materials and Calculations prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 4. Lower Level Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 5. First Floor Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 6. Second Floor Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 7. Third Floor Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 8. Roof Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 9. South Elevation prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 10. West Elevation prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 11. North Elevation prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 12. East Elevation prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 13. Landscape Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 14. Site Utility Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 15. Grading Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 16. Site Lighting Plan prepared by Bruce W. Schmitt & Associates dated June 27, 2018 and revised November 14, 2018
 17. Preliminary Plat prepared by Gronberg & Associates and dated June 26, 2018
 18. Certificate of Survey prepared by Gronberg & Associates and dated January 7, 2008
 19. Final Plat prepared by Gronberg & Associates
-

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Building Uses		
<u>909.05.A – Lake Street District</u> All new buildings east of Barry Avenue on Lake Street shall have retail usage at least eighty percent (80%) of the ground floor facing Lake Street. The remaining twenty percent (20%) of the ground floor frontage may only be used for walkways, public access, or public facilities. Retail activities shall comprise a total of at least fifty percent (50%) of the usage of the total building footprint.	100% of the ground level along the Lake Street frontage would be retail uses, and retail would comprise 55% of the ground floor. The remaining 45% of the ground floor would be interior parking.	Yes
Building Recesses		
<u>909.06.A.1 – All Districts</u> Building facades shall be articulated through the use of pilasters and/or recesses that create visible shadow lines and dimensions especially on the street level	The proposed building includes recesses and undulations in the building façade that creates shadow lines and dimensions.	Yes
<u>909.06.A.2</u> Street level landscaped courtyards, outdoor seating areas and gathering areas shall be incorporated into building and site plan design.	The front of the building adjacent to the street and public sidewalk would include landscape planters and benches.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Building Width		
<u>909.07.A – New Buildings</u> In order to reduce the scale of longer façades and to eliminate the long horizontal expressions of buildings, divisions or breaks in materials shall be included and at least three of the following design strategies shall be incorporated into the design: 1. Window bays 2. Special treatment at entrances 3. Variations in roof lines or parapet detailing 4. Awnings 5. Building setbacks or articulation of the facade 6. Rhythm of elements	The proposed building incorporates special treatment at entrances, building setbacks and articulation of the façade, and rhythm of elements.	Yes
	Comments	Compliance
Upper Story Setbacks		
<u>909.08.A.1 – All Districts – New Buildings</u> Building height shall conform to the height of the applicable zoning district. Where three (3) story buildings are permitted, the third (3 rd) story must be recessed from all façades fronting public right of ways at least a distance equal to the vertical distance of the 3 rd story height from the second (2 nd) floor footprint, or an average of ten (10) feet across the facade, but no portion of the 3 rd story structure shall be closer than six (6) feet to the 2 nd story façade. The 3 rd story façade shall be designed with railings, pillars, dimensional windows, building recesses or other similar design techniques to break up the 3 rd story façade.	The third story of the building would be fully recessed from the second story along both Barry Avenue and Lake Street. The third story along Lake St is recessed between 6.6 and 20.7 feet, and the third story along Barry Ave is recessed between 6.3 feet and 16.8. The average third story setback is 11.1 feet. The third story façade includes railings, pillars to break up the façade.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
<u>909.08.A.2 – All Districts – New Buildings</u> The façades fronting public right-of-ways of every two and three story building, longer than sixty (60) feet, must have a recessed second story of approximately twenty-five percent (25%) of the façade's length, setting back a minimum of six (6) feet from the face of the first floor façade. The required third floor setback must follow the frontal plane of the second story setback.	The second story of the building would be recessed at least 6 feet for 43% of the Lake St frontage, and for 25.7% of the Barry Ave frontage.	Yes
<u>909.08.A.3 – All Districts – New Buildings</u> Wintertime sun orientation, solar access, and views of Lake Minnetonka are significant issues within the Design Districts. Building height should not negatively and significantly impact neighboring properties.	The proposed plans eliminates the rooftop patio and fully conforms to the building height requirement in the C-4 zoning district.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Roof Design		
<u>909.09.A – All Districts</u> “Green” roofs, roof garden terraces, arbors and other similar structures are encouraged on roofs of building.	The proposed plan does not include a green roof.	N/A
<u>909.09.B.1 – All Districts – Roof Materials</u> The roof material for all sloped roofs in all districts shall be slate, untreated copper, pre-finished metal, cedar shake or asphalt shingle in dark colors. <u>909.09.B.2 – All Districts – Roof Materials</u> The roof material for all flat roofs in all districts shall be treated synthetic membrane or other similar material in dark colors.	The proposed building has a flat roof which would consist of a synthetic membrane in a dark color.	Yes
Screening of Rooftop Equipment		
<u>909.10.A – Lake Street District</u> No mechanical equipment for a building may be located on the roof deck. All such mechanical equipment must be located within the interior of the structure.	The proposed plans do not include mechanical units on the rooftop. The mechanical equipment would be located in a sunken courtyard below the third level roof deck.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Facade Transparency		
<u>909.11.B – Lake Street District</u> No less than fifty percent (50%) of the ground level façade of any building fronting Lake Street shall be transparent glass. No less than twenty-five percent (25%) of the ground level side and rear façade facing a public right of way, parking area or open space shall be transparent glass.	The first floor of the building is comprised of only 41.5% glass along the Lake Street façade and 42.3% glass along the Barry Ave façade. The proposed building meets the transparency requirement along Barry Ave, but not along Lake St.	No. Deviation Requested.
Ground Level Expression		
<u>909.12 – All Districts</u> In multi-story buildings, the ground floor shall be distinguished from the floors above by the use of at least three of the following elements: 1. An intermediate cornice line 2. A difference in building materials or detailing 3. An offset in the façade 4. An awning, trellis, or loggia 5. Arcade 6. Special window lintels 7. Brick/stone corbels	The ground floor of the proposed building is distinguished from the 2 nd and 3 rd floor by an architectural cornice, a change in building materials, and an offset in the façade.	Yes
Entries		
<u>909.13 – All Districts</u> The front facade of all buildings shall be landscaped with window boxes or planters with seasonally appropriate plantings. The main entries shall face the primary street at sidewalk grade.	The front façade along Lake Street and Barry Avenue have landscape planters located in front of the building. The main entries are located along the street at sidewalk level.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Building Materials and Quality		
<u>909.14.A – Primary Opaque Surfaces – All Districts</u> Other than the accent materials listed in 801.09.11.G, ninety percent (90%) of the non-glass surfaces of each elevation of the exterior building façade shall be composed of one or more of the following materials: 1. Brick 2. Stone 3. Cast stone 4. Factory finished and certified wood, including, but not limited to: a. Wood shingles (cedar shingles six (6) inch maximum exposure) b. Lap-siding (six (6) inch maximum width) 5. Stucco	The exterior building materials on all sides of the building would consist of brick, stone, wood, stucco, and cast stone.	Yes
<u>909.14.B – Façade Coverage – All Districts</u> The primary opaque surface materials of all free standing buildings must be the same on all facades of the building.	The proposed building would consist of the same primary materials – brick, stone, stucco, and cast stone – on all sides of the building.	Yes
<u>909.14.C – Type of Brick – All Districts</u> On all facades of a free-standing building where brick is used, full course modular, Roman, Norman or other standard size brick must be used.	The proposed brick will be standard size.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

<u>909.14.D – Façade Detail – All Districts</u> 1. Brick and/or stone façades shall be well detailed and dimensionally designed in order to avoid fractional cuts and odd pieces. All outside brick corners must be full bricks (custom if necessary), with no mitering, forming continuous vertical joints. 2. The narrow face of an exposed stone butt joint, at corners, must be a minimum dimension of two (2) inches. Mitered and quirked stone corners are also acceptable.		The brick and stone facades will be well detailed.	Yes
<u>909.14.E – Brick Joints – All Districts</u> 1. The mortar for brick must be dark grey or in the color range of the brick. All joints must be concave or 'v' joint. No mortar may be used beyond the face of the brick. 2. All brick walls must be built to avoid efflorescence		All brick will be tooled with brick and mortar color to match.	Yes
<u>909.14.F – Stone Joints – All Districts</u> Stone joints shall be no larger than one-fourth (1/4) inch.		The stone joints would be no larger than ¼ inch.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

<u>909.14.G – Accent Materials – All Districts</u> Only the following materials may be used for lintels, sills, cornices, bases, and decorative accent trims, and must be no more than 10 percent (10%) of the non-glass surfaces of each elevation of the exterior building façade: 1. Stone 2. Cast stone 3. Copper (untreated) 4. Rock faced stone 5. Aluminum or painted steel structural shapes 6. Fiber cement board 7. Premium grade wood trim with mitered outside corners. Examples of premium grade wood are cedar, redwood, and fir. 8. EIFS	The building includes sills, accents, and cornices that consist of the same primary building materials – stone, cast stone, and wood.	Yes
<u>909.14.H - Parapets, Flashing, Coping – All Districts</u> 1. Only the following materials may be used for parapets, flashing and coping: a. copper (untreated) b. brick c. stone d. cast stone e. premium grade wood. 2. Pre-finished, painted .032 aluminum may only be used as a standard parapet coping with a maximum exposed edge of five (5) inches.	The parapets, flashing, and coping are has copper over the pitched simulated slate shingles.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

<u>909.14.I – Awnings – All Districts</u> 1. Only the following types of awnings may be used: a. Fabric awnings of a heavy canvas in dark solid colors or other colors that are approved as part of the design review process b. Highly detailed, ornate metal in dark colors c. Glass awnings 2. Backlit awnings are prohibited. 3. Awnings with text or graphic material may be permitted but require approval via the sign permit process of the Zoning Ordinance.	The proposed building does not include any awnings.	N/A
<u>909.14.J – Balconies – All Districts</u> Balconies shall be accessible and useable by persons. Fake or unusable balconies are prohibited. All balconies shall remain within the property line. Metal railings with members painted dark, or glass panels are permitted.	The building includes usable balconies with metal railings. The balconies would all be located within the property lines. The proposed rooftop patio would be surrounding by a cable railing system.	Yes
<u>909.14.K – Glass – All Districts</u> Glass shall not be mirrored, reflective or darkened. Slight green, bronze and grey tints are acceptable. Spandrel glass shall not be counted as transparent glass for the purposes of calculations under the transparency requirements of Section 801.09.8 of the Standards, but may be used for detailing purposes. Environmentally appropriate glass, such as Low-emissivity glass, shall be used in all projects	The exterior glass will not be mirrored, reflective, or darkened.	Yes

Design Review Critique

305 and 309 Lake St E

November 14, 2018

<u>909.14.L – Door Systems – All Districts</u> Unless there are building security concerns, main entry doors shall be primarily glass. If, for security reasons, a main entry door is not possible or practical, a main entry door must be well detailed. Appropriately designed wood doors may be utilized for retail and office buildings.	All entry doors are glass on the front façades along Lake Street and Barry Avenue.	Yes
	Comments	Compliance
Franchise Architecture		
<u>909.15 – All Districts</u> A. Typical or standardized franchise architecture (including building design that is the trade dress of, or identified with a particular chain, franchise or business and is repetitive in nature) is prohibited. B. Large, bold or bright signage, trade dress or logos must be altered and scaled down to meet the purpose of these standards as articulated herein, and must not be repeated on the facades of the principal structure more than once. All new, altered and/or proposed signage for buildings must be submitted for review under Section 801.09.18 by the Planning Commission at the time of Design Standards Review application	There is no franchise architecture proposed.	N/A

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Walkways		
909.16.A – Lake Street District A. Continuous sidewalks at least twelve (12) feet in width shall be provided along all public street frontages. B. Lighted sidewalks shall extend between rear and side parking areas and building entrances. All sidewalk lighting must project downward. C. Buildings with street frontage exceeding fifty (50) feet shall have at least one (1) bench. D. All sidewalk surfaces must match the exposed aggregate/brick accent sidewalks on Lake Street.	The proposed plans include continuous sidewalks along both Lake St and Barry Avenue which would be composed of exposed aggregate with concrete bands. The Lake Street sidewalk would be 16 feet in width. However, the Barry Ave sidewalk is only 6 feet in width. Both the Lake St and Barry Ave frontages have benches.	No. Deviation Requested.

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Landscaping		
909.17.A – All Districts		
A. Seasonal landscaping shall be used in all Design Districts, including use of window boxes, hanging flowers baskets, vines and/or other similar seasonal landscaping. If feasible, garden areas and ornamental trees shall be used at the street level.	The proposed plans include seasonal landscaping within planters along Lake St and Barry Ave.	Yes
B. Window boxes, hanging baskets and planters with seasonally appropriate plantings shall be used around entries to buildings.	The proposed streetscaping consists of existing and proposed boulevard trees, exposed aggregate sidewalks, and benches.	
C. Vines shall be used to cover walls with more than one hundred (100) square feet of uninterrupted surface area.	The proposed plans include street lights according to the City's design specifications.	
D. Streetscaping shall include all of the following: 1. Boulevard species trees, with at least three (3) caliper inches. 2. Exposed aggregate sidewalks with brick accents 3. Street lights 4. Benches (if building length is 50 feet or greater), which utilize existing city bench designs. 5. Flowers		

Design Review Critique

305 and 309 Lake St E

November 14, 2018

<u>909.17.B – Lake Street District</u> A. Established Lake Street landscape treatments shall be followed in accordance with the specifications of the Wayzata Engineering Guidelines set forth in Wayzata City Code. Exposed aggregate with brick accent sidewalks shall be used. B. Approved boulevard trees, planted in sidewalk areas, shall be planted no more than twenty six (26) feet on center from each other.		The proposed plans include a 16-foot continuous sidewalk along Lake Street and 6-foot continuous sidewalk along Barry Avenue, with existing and proposed boulevard trees.	Yes
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Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Parking Lot Landscaping		
<u>909.18 – All Districts</u> A landscaped buffer strip at least five (5) feet wide shall be provided between all parking areas and the sidewalk or street. The buffer strip shall consist of shade trees appropriately spaced for the particular Design District, and a decorative metal fence, masonry wall or hedge. A solid wall or dense hedge shall be no less than three (3) feet and no more than four (4) feet in height.	The proposed plans do not include a surface parking lot. All of the proposed parking would be located internal to the building.	N/A
Surface Parking		
<u>909.19 – All Districts</u> A. Off-street parking shall be located to the rear of buildings. When parking must be located in a side yard adjacent to the street, a landscaped buffer shall be provided in accordance with the Design Standards. The street frontage occupied by parking shall not exceed sixty (60) feet per property. B. Side-by-side parking lots creating a parking area frontage longer than sixty (60) feet are prohibited, except where a heavily landscaped buffer of at least twenty (20) feet wide completely separates both lots. C. Side yard parking shall not extend beyond the front yard setback of the primary building on the property. D. Front yard parking is prohibited. E. There shall be no corner parking.	The proposed plans do not include a surface parking lot. All of the proposed parking would be located internal to the building.	N/A

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
<u>909.20 – All Districts – Bicycle Parking</u> Commercial developments requiring more than twenty (20) parking spaces shall provide at least four (4) bicycle parking spaces in a convenient, visible, preferably sheltered location.	The proposed plans include four bicycle parking spots along Barry Avenue.	Yes
Parking Structures		
<u>909.21 – All Districts</u> Parking structures shall meet the following standards, along with all other applicable building code standards: A. The ground floor façade abutting any public street or walkway shall be architecturally compatible with surrounding commercial or office buildings. B. The parking structure shall be designed in such a way that sloped floors do not dominate the appearance of the façade. C. Windows or openings shall be similar to those of surrounding buildings. D. Vines and other significant landscaping shall be used to minimize the visual impact of the parking structure.	All of the proposed parking would be located internal to the building. The proposed plans do not include a parking structure.	N/A

Design Review Critique

305 and 309 Lake St E

November 14, 2018

	Comments	Compliance
Signs		
<u>909.22 – All Districts</u>		
A. Compatibility		
1. Signs shall be architecturally compatible with the style, composition, materials, colors and details of the building, and with other signs on nearby buildings. Signs shall be an integral part of the building and site design.	The proposed plans include wall signs on the Lake Street and Barry Ave frontages. The signs would identify individual tenants within the building. The signs would be constructed of natural materials such as wood, metal, or stone. The signs will be attached directly to the building and would be lit.	Yes
2. A sign plan shall be developed for buildings which house more than one (1) business. Signs need not match, but shall be compatible with one another. Franchise or national chains must comply with these Sign Standards to create signs compatible with their context.		
3. When illuminated signs are proposed, only the text and/or logo portion of the sign may be illuminated. Illuminated signs must be compatible with the location. Illumination of the sign to highlight architectural details is permitted. Fixtures shall be small, shielded, and directed towards the sign rather than toward the street, so as to minimize glare for pedestrians and adjacent properties.		
4. Sign plans must be submitted for review as part of an Applicant for Design Approval. Proposed signs must also conform to the requirements of Section 801.27 of the Wayzata Zoning Ordinance.		

Design Review Critique

305 and 309 Lake St E

November 14, 2018

909.23.A – Permitted Sigs – Lake Street District A. Lake Street District. Only the following types of signs are permitted in the Lake Street District: 1. Awning, canopy or marquee signs 2. Wall signs 3. Monument or ground signs 4. Projecting signs 5. Window signs (small accent signs) 6. Roof signs if located on pitched-roof buildings, below the peak of the roof	Only wall signs are included on the proposed plans.	Yes
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	Comments	Compliance
Parking Lot and Building Lighting		
909.24 – All Districts A. Parking lot lighting shall be designed in such a way as to be in scale with its surroundings, and reduce glare. B. Cutoff fixtures shall be located below the mature height of trees located in parking lot islands so as to minimize ambient glow and light pollution. C. Pedestrian-scale lighting, not exceeding thirteen (13) feet in height, shall be located on walkways and adjacent to store entrances. All sidewalk lighting must be projected downwards. City light standard shall be followed for all public streets. D. Light posts shall be of a dark color. E. Lighting fixtures shall be compatible with the architecture of the building. F. Lights attached to buildings shall be screened by the building's architectural features to eliminate glare to adjacent properties. All façade lighting must be projected downwards. G. All lighting fixtures shall comply with City Code Section 801.16.6 as it relates to glare.	The proposed plans do not include a surface parking lot. Wall-mounted decorative light fixtures will be located along Lake Street and Barry Ave at entrance doors and terrace locations.	Yes

DRAFT RESOLUTION NO. 62-2018

RESOLUTION APPROVING PROJECT DESIGN, THIRD STORY SETBACK VARIANCE, FLOOR AREA RATIO VARIANCE, SHORELAND IMPACT PLAN/CUP FOR IMPERVIOUS SURFACE, JOINT PARKING CUP, AND LOT COMBINATION

WHEREAS, Lowell Zitzloff, and the property owner, Swans Corner, LLC, (the “Applicant”) submitted a development application (the “Application”) to redevelop the properties at 305 and 309 Lake Street East (collectively, the “Property” and legally described on Attachment A hereto), involving the demolition of the existing buildings on the Property, and construction of a new three-story mixed use building with a fourth-story penthouse and elevator overrun (the “Project”); and

WHEREAS, the Application included an alternative plan for the Project that would eliminate the fourth-story penthouse and elevator overrun, and that would not require the requested Height Variance and Shoreland Impact Plan/Conditional Use Permit for Height (the “Three Story Alternative Plan”); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning and Subdivision Ordinances, has held a public hearing on the Application, made findings of fact on each of the land use requests in the Application, and delivered a Report and Recommendation to the City Council, attached to this Resolution as Attachment B (the “PC Report”) that recommended approval of the Three Story Alternative Plan; and

WHEREAS, the Wayzata City Council reviewed the Application at its November 7, 2018 meeting, and tabled action on the Application and requested that the Applicant consider revising the Three Story Alternative Plan to eliminate the need for the second story setback deviation from the Design Standards;

WHEREAS, the Applicant has amended its Application with a revised Three Story Alternative Plan, attached to this Resolution as Attachment C, (the “Revised Three Story Alternative Plan”) that (i) eliminates the need for the requested second story setback deviation from the Design Standards; (ii) increases the number of off site parking stalls in the requested Joint Parking CUP from 14 to 15 stalls; and (iii) decreases the size of the requested FAR Variance from 2.35 to 2.33

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

A. Based on the Application materials, additional materials and plans submitted by the Applicant, staff reports, public comment and information presented at the public hearing, the standards of the Wayzata Zoning and Subdivision Ordinances, the PC Report, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby confirms and memorializes that the Revised Three Story Alternative Plan, as set forth in the amended Application and attached

hereto, meets the applicable requirements of Wayzata's Zoning and Subdivision Ordinance.

B. Based on the foregoing, the (i) Height Variance and (ii) Height CUP, as defined in the PC Report and requested in the Application, are **HEREBY DENIED** and the (i) Preliminary and Final Plat Subdivision, (ii) Design of the Project, (iii) Third Story Setback Variance, (iv) Floor Area Ratio Variance, (v) Shoreland CUP, and (vi) Joint Parking CUP, as defined in the PC Report and amended in the amended Application and Revised Third Story Alternative Plan, are **HEREBY APPROVED**, subject to the following conditions:

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.
2. The Applicant must build and complete the Project in conformance in all material respects with the Revised Three Story Alternative Plan, included as Attachment C to this Resolution.
3. All roof penetrations for mechanical, plumbing, and other building systems must be located within the hatched area as shown on the Roof Plan in the Application. Any request by the Applicant for roof penetrations outside of the hatched area must be reviewed by the City Council.
4. Before the City issues a building permit for the Project, the final civil engineering plans, including Site Plan, Grading and Drainage Plan, Utility Plan, and Stormwater Management Plan must be reviewed and approved by the City Engineer.
5. Park Dedication fees must be paid as required by the Subdivision Ordinance at the time of recording of the final plat for the Subdivision.
6. The Applicant must record the Final Plat with the appropriate Hennepin County officials within one hundred twenty (120) days in conformance with Section 805.15.E.7 of the Subdivision Ordinance, and provide a recorded copy to the City.
7. The Applicant must enter into a Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that addresses all public improvements associated with the Project.
8. The Applicant must provide the agreement for joint use of off-street parking facilities as required by the Zoning Ordinance and in a form acceptable to the Wayzata City Attorney.

9. 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 20th day of November, 2018.

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 November 20, 2018.

Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Descriptions of Property

DRAFT

Attachment B

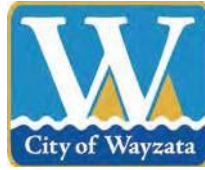
Planning Commission Report and Recommendation, dated October 15, 2018

DRAFT

Attachment C

Revised Three Story Alternative Plan, dated June 27, 2018 and revised November 14, 2018

DRAFT



WAYZATA PLANNING COMMISSION

October 15, 2018

REPORT AND RECOMMENDATION FOR DEVELOPMENT APPLICATION AT 305 AND 309 LAKE ST E

SUMMARY OF RECOMMENDATION

1. **Approval*** of Concurrent Preliminary and Final Plat Subdivision
 2. **Approval*** of Design of Project
 3. **Denial** of Height Variance
 4. **Approval*** of Third Story Setback Variance
 5. **Approval*** of Floor Area Ratio Variance
 6. **Denial** of Shoreland Impact Plan/Conditional Use Permit for Height
 7. **Approval*** of Shoreland Impact Plan/Conditional Use Permit for Impervious Surface
 8. **Approval*** of Joint Parking CUP
* with certain conditions listed at the end of this Report
-

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Proposed Land Use. Lowell Zitzloff, and the property owner, Swans Corner, LLC, (collectively, the “Applicant”) have submitted a development application (the “Application”) to redevelop the properties at 305 and 309 Lake Street East (the “Property”). The proposed redevelopment involves the demolition of the existing buildings on the site, and construction of a new three-story mixed use building with a fourth-story penthouse and elevator overrun (the “Project”). The Application includes alternative plans that would not include the fourth-story penthouse and elevator overrun, and would not require the requested Height Variance and Shoreland Impact Plan/Conditional Use Permit for Height (the “Three Story Alternative”). This Report addresses all of the requests in the Application for the Project with the fourth-story penthouse and elevator overrun, and makes a recommendation of approval on the Three Story Alternative.
- 1.2 Approvals Requested. The Application includes requests for approval of the following:

- A. Preliminary and Final Plat for Lot Combination: A concurrent preliminary and final plat to combine the three existing lots comprising the Property into a new single lot (the “Subdivision”, “Preliminary and Final Plats” or “Lot Combination”).
- B. Design: The design elements of the Project (the “Design”), as further detailed in the Design Critique attached to this Report as Attachment A, including the following three deviations from the Design Standards (collectively, the “Deviations”):
 - 1. 2nd Story Building Recession: The second story of the building would be recessed 15% of the façade along Barry Avenue, instead of the required 25% of the façade.
 - 2. Lake Street Ground Level Transparency: Ground level façade glass transparency along Lake Street of 41.5%, rather than the required 50%.
 - 3. Barry Ave Sidewalk Width: A 6-foot sidewalk along Barry Ave rather than the required 12-foot wide sidewalks along all public streets.
- C. Variance from the Building Height Standard: A variance from the maximum 35 foot, 3 story building height permitted in the C-4 Zoning District to allow for a proposed building height of up to 44 feet to the top of a fourth story penthouse, and 48 feet to an elevator overrun (the “Height Variance”).
- D. Variance from the 3rd Story Setback Standard: A variance from the minimum third story set back requirement in the C-4 Zoning District of ten feet from the building’s front façade to allow for the proposed third story setback of 6.2 feet at its closest point on Barry Ave S, and 6.3 feet at its closest point along Lake St E (the “Third Story Setback Variance”).
- E. Variance from the Floor Area Ratio Standard: A variance from the maximum floor area ratio (FAR) requirement in the C-4 Zoning District of 2.0 to allow for a floor area ratio of 2.35 (the “Floor Area Ratio Variance”).
- F. Shoreland Impact Plan/Conditional Use Permit for the Building Height: A shoreland impact plan/conditional use permit for a building in excess of 35 feet in the S/Shoreland District to allow for the proposed building height of up to 44 feet to the top of a fourth story penthouse, and 48 feet to top of an elevator overrun (the “Height CUP”).
- G. Shoreland Impact Plan/Conditional Use Permit for Impervious Surface: A shoreland impact plan/conditional use permit for an impervious surface coverage that exceeds 75% of the lot coverages to allow for the Project’s

proposed 97.7% impervious surface coverage (the “Impervious Surface CUP”).

- H. Joint Parking Conditional Use Permit: A conditional use permit for joint parking to provide 14 of the required 68 stalls of off-street parking for the Project through joint use of one or more parking sites where the total number of spaces provided are less than the sum of the total required for each use (the “Joint Parking CUP”).

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

Address	PID	Owner
305 Lake St E	06-117-22-31-0006	Swans Corner, LLC
305 Lake St E	06-117-22-31-0005	Swans Corner, LLC
305 Lake St E	06-117-22-31-0004	Swans Corner, LLC

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

Zoning:	C-4/Central Business District
Comp Plan designation:	Central Business District
Overlay districts:	S/Shoreland Overlay District

- 1.5 Notice and Public Hearing. Notice of the public hearing on the Application was published in the *Wayzata Sun Sailor* on September 20, 2018 and mailed to all property owners located within 350 feet of the Property on September 21, 2018. The public hearing on the Application was held at the October 1, 2018 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Subdivision / Preliminary and Final Plat. Review and approval of subdivisions of property, combinations of two or more lots, and preliminary/final plats are governed by the City’s Subdivision Ordinance, Part X of City Code. The City may agree to review the preliminary and final plat simultaneously. Sec. 1003.03.A. In reviewing such requests, the Planning Commission shall consider possible adverse effects of the preliminary plat. Its judgment shall be based upon, but not limited to, the following factors found in Section 1003.2.E:

- A. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.
- B. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar

community assets.

- C. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filling or grading.
- D. Existing stands of significant trees shall be retained where possible.
- E. Building pads that result from a subdivision or lot combination shall be sensitively integrated into existing trees.
- F. The creation of a lot or lots shall not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas.
- G. The design of a lot, the building pad, and the site layout shall respond to and be reflective of the surrounding lots and neighborhood character.
- H. The lot size that results from a subdivision or lot combination shall not be dissimilar from adjacent lots or lots found in the surrounding neighborhood or commercial area.
- I. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of a building proposed on a lot to be divided or combined shall be similar to the characteristics and quality of existing development in the City, a neighborhood or commercial area.
- J. The design, scale and massing of buildings proposed on a subdivided or combined lot shall be subject to the architectural guidelines and criteria for the Downtown Architectural District, Commercial and Institutional Architectural Districts, and Residential Architectural Districts and the Design Review Board/City Council review process outline in Section 9 of the Wayzata Zoning Ordinance.
- K. The proposed lot layout and building pads shall conform with all performance standards contained herein.
- L. The proposed subdivision or lot combination shall not tend to or actually depreciate the values of neighboring properties in the area in which the subdivision or lot combination is proposed.
- M. The proposed subdivision or lot combination shall be accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.

2.2 Design Standards. All new non-residential building construction in the City must comply with the Design Standards found in Chapter 909 of the Zoning Ordinance. The Project falls within the Lake Street Design District, and the relevant design standards applicable to the Project are outlined in the attached "Design Critique" (Attachment A). Deviations from the Design Standards may be permitted under Sec. 909.29 (with the exception of Section 909.10 of the Design Standards) if City Council (after considering the Planning Commission's recommendation) makes a finding that the negative impact of such deviation is outweighed by one or more of the following factors:

- A. The extent to which the project advances specific policies and provisions of the City's Comprehensive Plan.
- B. The extent to which the deviation permits greater conformity with other Standards, policies behind the Standards, or with other Zoning Ordinance standards.
- C. The positive effect of the project on the area in which the project is proposed.
- D. The alleviation of an undue burden, taking into account current leasing, housing and commercial conditions.
- E. The accommodation of future possible uses contemplated by the Design Standards, the Zoning Ordinance or the Comprehensive Plan.
- F. A national, state or local historic designation.
- G. The project is the remodeling of an existing building which largely otherwise conforms to the Design Standards.

2.3 Building Height; Variances. Under Section 978.07.A.1, the maximum building height in the C-4 Zoning District is thirty-five (35) feet and three (3) stories, whichever is less. Section 905.01.C provides the criteria for reviewing variances from the standards of the Zoning Ordinance. Criteria for granting a variance are as follows:

- 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 this 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 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 this Ordinance.
 - F. 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.
 - 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.
- 2.4 Third Story Setback and Floor Area Ratio; Variances. Under Section 978.07.A.1, the minimum third story set back requirement in the C-4 Zoning District is ten feet from the building’s front façade, and under Section 978.07.C, the maximum floor area ratio in the C-4 Zoning District is 2.0. Section 905.01.C provides the criteria for reviewing variances from the standards of the Zoning Ordinance. Criteria for granting a variance are as follows:
- 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 this Ordinance.

- C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (iv) the property owner's proposal for the property is reasonable but not permitted by Zoning Ordinance;
 - (v) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (vi) 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 this Ordinance.
- F. 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.
- 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.

- 2.5 Shoreland Impact Plan/Conditional Use Permit for Building Height. The maximum height of buildings in the Shoreland Overlay District is 35 feet. Section 991.10. Under Section 991.10, building heights over 35 feet may be allowed through approval of a shoreland impact plan/conditional use permit. Section 991.19 states that landowners or developers desiring to develop land located within the Shoreland District must first submit a conditional use permit application as regulated by Chapter 904 and a "Shoreland Impact Plan", which shall set forth proposed provisions for sediment control, water management, maintenance of landscaped features, and any additional matters intended to set forth proposed changes requested by the applicant and affirmatively disclose what, if any, change will be made in the natural condition of the earth, including loss of change of earth ground cover, destruction of trees, grade courses and marshes. City Code Section 904.02.F. states that the Planning Commission and City Council shall consider possible adverse effects of a proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

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

2.6. Shoreland Impact Plan/Conditional Use Permit for Impervious Surface. The Shoreland Overlay District establishes a maximum impervious surface of 25% of the lot area, except impervious surface coverage may be allowed to exceed 75% of the lot area with a shoreland impact plan/conditional use permit pursuant to the criteria of Chapter 991 related to sediment control, water management, maintenance of landscaped features, and other shoreland management matters, and the general CUP criteria of Section 904.02.F which states that the Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

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

- G. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.
- 2.7. Joint Parking Conditional Use Permit. Under Section 920.09.A, 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.

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 and Subdivision Ordinances, the Planning Commission of the City of Wayzata makes the following findings of fact:

- 3.1 Preliminary / Final Plat Subdivision for Lot Combination. The Planning Commission finds that there would be no significant adverse effects of the proposed Preliminary and Final Plats based upon the following factors found in Section 1003.2.E:
- A. The Subdivision is consistent with the Wayzata Comprehensive Plan which guides the property for the mixed uses proposed as part of the Project, including first floor retail uses.

- B. The building pad that results from the Subdivision will not impact sensitive areas on the Property.
- C. The building pad that results from the Subdivision has been selected and located with respect to natural topography to minimize filing or grading.
- D. There are no existing stands of significant trees on the Property impacted by the Project.
- E. The Subdivision does not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas, and is consistent with the surround areas on Lake Street.
- F. The design of the lot, the building pad, and the site layout responds to and is reflective of the surrounding lots and Lake Street character.
- G. The lot size resulting from the Subdivision is not dissimilar from adjacent lots or lots found in the surrounding area of Lake Street.
- H. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of the building proposed is similar to the characteristics and quality of existing development in the City along Lake Street.
- I. The building proposed for the Subdivision meets the applicable Design Standards outlined in Section 9 of the Wayzata Zoning Ordinance, assuming approval of the Deviations as recommended.
- J. The proposed lot layout and building pad conforms with all performance standards contained in the Subdivision Ordinance with the exception of those for which CUPs and variances are being requested.
- K. The Subdivision will not tend to or actually depreciate the values of neighboring properties in the area in which it is proposed.
- L. The Subdivision will be accommodated with existing public services, including those related to transportation and utility systems, and will not overburden the City's service capacity.

3.2 Project Design. The Project meets the applicable provisions of the Design Standards as reflected in the Design Critique attached to this Report as Attachment A, except for the Deviations, which are:

1. 2nd Story Building Recession: The Design Standards require that the second story of the building be recessed at least 6 feet for 25% of the façade length along a public street. The proposed second story of the proposed building would be recessed at least 6 feet for 43% of the façade along Lake Street, but only 15% along Barry Avenue.
2. Lake Street Ground Level Transparency: The Design Standards require that at least 50% of the ground level façade of a building along Lake Street be transparent glass. The proposed building includes 41.5% glass transparency along Lake Street.
3. Barry Ave Sidewalk Width: The Design Standards require 12-foot wide sidewalks along all public streets. The Applicant is proposing a 12-foot sidewalk along Lake Street, but a 6-foot sidewalk along Barry Ave.

The Commission finds that there would be very little, if any, negative impacts of this Deviations, and that several of the Deviations are due to positive aspects of the Design, including landscaping along Barry Avenue and the recreation of the existing bank building façade along Lake Street. To the extent there are any negative impacts of the Deviations, those impacts are outweighed by one or more of the following factors:

- A. The extent to which the Project advances specific policies and provisions of the City's Comprehensive Plan, as noted in the record.
- B. The extent to which the deviation permits greater conformity with other Standards, policies behind the Standards, or with other Zoning Ordinance standards, as noted in the record and as noted above.
- C. The positive effect of the Project on the area in which the Project is proposed, including renovation of an important section of Lake Street.

3.3 Height Variance. The Height Variance does not meet all of the standards for granting a variance under the Zoning Ordinance:

- A. The Applicant has not demonstrated in the Application and its presentation to the Planning Commission that the request is reasonable in light of the impacts of the increased height on views and the increase in scale and mass of the building, nor that there are practical difficulties in complying with the building height requirement under the relevant criteria of the Zoning Ordinance, including a demonstration that the Height Variance requested is (i) due to circumstances related to the topography, soils, and water table on the Property, and not created by the landowner; and (ii) the Height Variance, if granted, will not alter the essential character of the

locality, which include buildings of similar height, scale and massing along Lake Street.

3.4 Third Story Setback Variance and Floor Area Ratio Variance. The Third Story Setback Variance does meet all of the standards for granting a variance under the Zoning Ordinance:

- A. The Third Story Setback Variance and the Floor Area Ratio Variance are in harmony with the general purposes and intent of the Zoning Ordinance and is consistent with the Comprehensive Plan.
- B. The Applicant has established that there are practical difficulties in complying with the third story setback and floor area ratio requirements.
- C. Practical difficulties include the fact that :
 - (i) the Applicant's proposal for the Property is reasonable but not permitted by Zoning Ordinance;
 - (ii) the plight of the Applicant is due to circumstances unique to the Property, and not created by the landowner, and driven in large part by meeting a desire to maintain the historical aesthetic of the bank façade and the desire to provide enclosed parking within the building, which is included in the floor area, rather than a surface parking lot; and
 - (iii) the Third Story Setback Variance and Floor Area Ratio, if granted, will not alter the essential character of the locality but will instead help preserve it.
- D. Economic considerations alone are not the reason for the Third Story Setback Variance and Floor Area Ratio Variance.
- E. The Applicant has explained the reasons that the Third Story Setback Variance and Floor Area Ratio Variance are justified under the criteria for granting variances in order to make reasonable use of the land, structure or building.

3.5 Shoreland Impact Plan/Conditional Use Permit for Building Height. The provisions of Section 801.91.19 and 801.04.2(F) of the Zoning Ordinance have been considered and are not satisfactorily met.

- A. The Applicant has submitted a "Shoreland Impact Plan" with all of the information required under Section 801.91.19.
- B. The height requested under the Height CUP (the "Proposed Height") is not consistent with the policies and provisions of the official City Comprehensive Plan as noted in this Report.

- C. The Proposed Height would not be compatible with present and future uses of the area, including the adjacent property, as noted in this Report.
- D. The Proposed Height would significantly impact the Lake Street streetscape, and the views from the sides and rear of adjacent properties and bluff area.

3.6 Shoreland Impact Plan/Conditional Use Permit for Impervious Surface. The provisions of Section 801.91.19 and 801.04.2(F) of the Zoning Ordinance have been considered and are satisfactorily met.

- 1. All structures and practices are or will be in place for the treatment of storm water runoff for the Project as reviewed and approved by the City Engineer.
- 2. A Shoreland Impact Plan has been submitted for review and approval by the City Engineer.

Section 801.04.2(F) Findings

- 1. The proposed action is compatible with the specific policies and provisions of the official City Comprehensive Plan.
- 2. The proposed use is compatible with present and future uses of the area.
- 3. The proposed use conforms with all performance standards contained in the Zoning Ordinance, except those for which a CUP is requested.
- 4. The proposed expansion and associated uses will not have a negative effect upon the surrounding area.
- 5. The proposed expansion and associated use will not have a negative impact upon surrounding property values.
- 6. The proposed expansion and associated use will not increase traffic above capacity.
- 7. The proposed expansion and associated use will not negatively impact existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

3.7. Joint Parking Conditional Use Permit. The calculations in Section 920.09.A for parking stalls can be provided through joint parking arrangements, and the following conditions relevant to the Application exist:

- A. Proximity. The proposed joint parking facilities at 319 Barry Ave S are less than 200 feet from the Property.
- B. Conflict in Hours. The Applicant is not proposing to use parking stalls on the 319 Barry Ave S during off peak hours. Rather, the 43 surplus parking stalls are above and beyond the City's minimum parking requirements for the proposed office building on the Property.
- C. Written Consent and Agreement. A condition of approval of the Joint Parking CUP should be the requirement of the agreement for joint use of off-street parking facilities as required by the Zoning Ordinance.

Section 4. RECOMMENDATION

- 4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **DENIAL** of the (i) Height Variance, and (ii) Height CUP, and **APPROVAL** of the (i) Preliminary and Final Plat Subdivision, (ii) Design of the Project, (iii) Third Story Setback Variance, (iv) Floor Area Ratio Variance, (v) Shoreland CUP, and (vi) Joint Parking CUP, all of which comprise the Three Story Alternative in the Application, 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.
- B. The Applicant must build and complete the Project in conformance in all material respects with the plans depicted in the Application, included as Attachment B.
- C. The final Grading, Drainage, and Erosion Plan, Utility Plan, and Landscape Plan for the Project must be approved by the City Engineer prior to the submission of building permits and submitted to the City for review.
- D. Before the City issues a building permit for the Project, the Applicant must submit a Stormwater Management Plan that complies with the City's Stormwater Management Plan for review and approval by the City Engineer.
- E. Park Dedication fees must be paid as required by the Subdivision Ordinance at the time the City releases the Final Plat for recording at Hennepin County.
- F. The Applicant must record the Final Plat with the appropriate Hennepin County officials within one hundred twenty (120) days in conformance with Section 1003.03 of the Subdivision Ordinance, and provide a recorded copy to the City.

- G. The Applicant must enter into a Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that addresses all public improvements associated with the Project.
- H. The Applicant must provide the agreement for joint use of off-street parking facilities as required by the Zoning Ordinance.
- I. 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 15th day of October 2018.

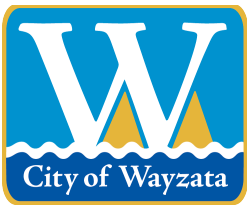
Voting For Approval Recommendation: Buchanan, Douglas, Iverson, Plantan

Voting Against Approval Recommendation: None

Abstaining: None

Absent: Flannigan, Murray

Attachment A
Design Critique



City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 7.h.
TITLE: Approval of Professional Services Agreement between the City of Wayzata and Goff Public	
PROPOSED MOTION: To Approve the Professional Services Agreement between the City of Wayzata and Goff Public	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The attached agreement is for ongoing professional services related to the 2019 Road Construction Mitigation Plan for up to \$50,000, or more, if the City receives funds from Hennepin County and/or the Chamber of Commerce.

\$50,000 has already been allocated as a part of the Wayzata Boulevard/Superior Boulevard and Lake Street/Lake Street Plaza reconstruction projects.

BACKGROUND:

On March 5, the City Council approved moving forward with a partnership with Goff Public and Fuzzy Duck to assist in 2019 Road Construction Mitigation Efforts. The attached draft agreement outlines the arrangement between Goff Public as the primary contractor and Fuzzy Duck as a subcontractor.

As of March 12, staff has already met with Goff Public and Fuzzy Duck in the development of a strategy and implementation thereof.

ATTACHMENTS:

1. City of Wayzata Professional Services Contract

CITY OF WAYZATA PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective _____, 2019 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Goff Public, Inc., an Minnesota corporation with an address of 444 Cedar Street, Suite 910, Saint Paul, MN 55101 (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

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

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the public relations, communications, and project management services and deliverables (collectively, the “Services”) that are described in the 2019 CONSTRUCTION IMPACT MITIGATION COMMUNICATIONS STRATEGY, dated February 20, 2019, attached hereto as **Attachment A** (the “Statement of Work”), according to the project team (which will include Contractor’s subcontractor Fuzzy Duck for creative work), project scope, services descriptions, deliverables, and timeline described therein, and in accordance with best practices and industry standards.

II. PROJECT REPRESENTATIVES

- A.** City’s main point of contact shall be the City Manager.
- B.** Contractor’s main point of contact for the Services shall be Sara Thatcher and Ashley Aram.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor at the hourly rate one hundred ninety-five dollars (\$195) an hour for services rendered, not to exceed the sum of fifty thousand dollars (\$50,000) in year 2019, unless otherwise increased by the City Manager, which Contractor agrees shall be adequate to provide the Services contemplated in the Statement of Work.

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

IV. CHANGE OF SCOPE OF SERVICES

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

V. INSURANCE

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

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

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

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

D. Workers' Compensation. Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry employers' liability coverage with minimum limits as follows: (i) \$500,000 – Bodily Injury by Disease per employee; (ii) \$500,000 – Bodily Injury by Disease aggregate; and (iii) \$500,000 – Bodily Injury by Accident.

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

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

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

VII. TERMINATION

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

VIII. OTHER TERMS

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

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

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

D. Assurances and Indemnification. Contractor assures the City, and represents and warrants, that the information it has provided in its Statement of Work is accurate and not misleading in any material respect. Contractor shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the Services or any breach of any representation or term of this Agreement by Contractor.

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

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

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

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

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

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

To Contractor:
Goff Public, Inc.
444 Cedar Street, Suite 910, Saint
Paul, MN 55101
Attention: Sara Thatcher

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is

subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

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

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

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

CITY:

City of Wayzata, a Minnesota Municipal corporation

By: _____
Kenneth Willcox, Mayor

By: _____
Jeffrey Dahl, City Manager

CONTRACTOR:

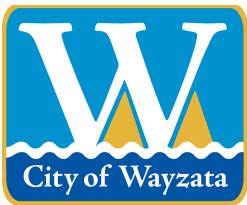
Goff Public, Inc., a Minnesota corporation

By: _____
Heidi Larson, Chief Financial Officer

**ATTACHMENT A
STATEMENT OF WORK**

2019 CONSTRUCTION IMPACT MITIGATION COMMUNICATIONS STRATEGY

February 20, 2019



City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 8.a.
TITLE: Consider Resolution 14-2019 Denying a Variance at 143 and 151 Westwood Lane	
PROPOSED MOTION: To Adopt Resolution 14-2019	
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 denying the variance application, 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

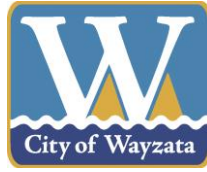
The property owners, Todd and Katherine Urness, have resubmitted a development application for a fence and gate located on the properties at 143 and 151 Westwood Lane. The applicant is proposing a five (5) foot tall steel fence in the side and front yard with a wooden, 50% opaque, gate across the driveway in the front yard. The development application requests approval of a variance for the height of the fence in the front yard from 42 inches to 60 inches.

Planning Commission Review

The Planning Commission held a public hearing on the development application on January 7, 2019. The Planning Commission expressed concerns about the fence height, material, and opacity of the entrance gate. The Planning Commission tabled the application to allow the applicant to revise the plans to address its comments and concerns. The Planning Commission reviewed the revised plans submitted by the applicant on February 20th and voted four (4) in favor and three (3) opposed to adopt a report and recommendation for denial of the development application.

ATTACHMENTS:

1. March 19, 2019 Staff Report
2. Application Submittals
3. Public Comments
4. January 7, 2019 Planning Commission Minutes
5. February 20, 2019 Planning Commission Minutes
6. Draft Resolution 14-2019
7. Planning Commission Report and Recommendation



**Staff Report
March 19, 2019**

Project Name: Urness Fence
Applicant Todd Urness
Addresses of Request: 143 and 151 Westwood Lane
Prepared by: Jeff Thomson, Director of Planning and Building
“120 Day” Deadline: March 26, 2019

Development Application

Introduction

The property owners, Todd and Katherine Urness, have resubmitted a development application for a fence and gate located on the properties at 143 and 151 Westwood La S. The applicant is proposing to construct a five-foot tall steel fence in the side and front yard with a wooden, 50% opaque, gate across the driveway. The development application requests approval of a variance for the height of the fence in the front yard.

Previous Plans

The original application submitted by the applicant included a five-foot chain link fence in the side yard, five-foot steel fence in the front yard, and a 100% opaque gate across the driveway. In addition to the fence height variance, the application requested a variance for the use of chain link in the side and front yard, and a conditional use permit for a gate consisting of more than 50% solid matter in the front yard.

Based on the Planning Commission’s feedback, the applicant revised the plans for the current request. The revisions include changing the fence to steel and decreasing the opacity of the gate to 50%. The revised application eliminates the fence material variance and conditional use permit.

Application Requests

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

- A. Variance for Fence Height in the Front Yard: The proposal requests a fence height of 60 inches in the front yard, where the maximum fence height is 42 inches. (City Code Section 918.01E.02)

Property Information

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

Address	PID	Owner
143 Westwood Lane	01-117-23-12-0005	Todd and Katherine Urness
151 Westwood Lane	01-117-23-13-0012	Todd and Katherine Urness

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

Current zoning:	R-1 Low Density Single Family Residential District
Comp plan designation:	One Acre Single Family
Overlay districts:	None

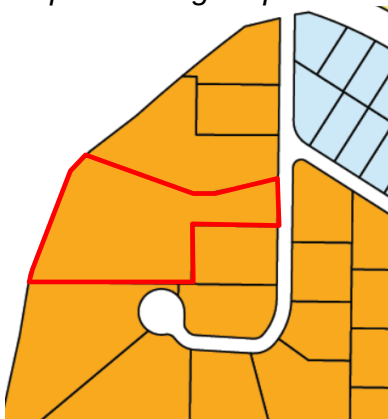
Project Location

The property is located off Westwood Lane, south of Birch Lane:

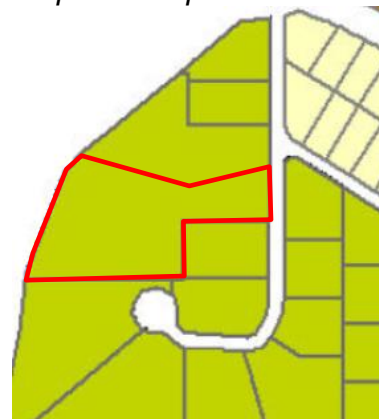
Map 1: Project Location



Map 2: Zoning Map



Map 3: Comp Plan



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-1 Low Density Single Family Residential District	One Acre Single Family
East	Single family homes	R-1 Low Density Single Family Residential District	One Acre Single Family
South	Single family homes	R-1 Low Density Single Family Residential District	One Acre Single Family
West	Single family homes	R-1 Low Density Single Family Residential District	One Acre Single Family

Public Hearing Notice

The public hearing notice was published in the *Wayzata Sun Sailor* on December 20th, 2018. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on December 21, 2018. A public hearing was held on January 7, 2019.

Analysis of Application

Proposed Fencing

The applicant is requesting a variance to allow for a five-foot tall, steel fence in the front yard, and a five-foot tall wooden and steel gate.

- Fence height: In the front yard, which is defined as in front of the front building line as established by the primary structure on the lot, fences not exceeding 42 inches in height and consisting of no more than 50 percent solid matter are allowed. The applicant has proposed a fence to be located in the front yard that would be 60 inches in height, which requires a variance. The proposed materials of steel and wood meet the requirement of being no more than 50% solid matter.

Pool Fencing Requirements

The construction of the new house on the property includes a swimming pool in the back yard. The City Code requires a structure or fence to completely enclose a swimming pool. The structure or fence must be at least five feet in height, and all fence openings must be equipped with gates having self-closing and self-latching devices. The proposed fence complies with the City's pool enclosure requirements, but its location in the front yard does not meet the zoning requirements for fences.

There are two options for the property owner to comply with the pool enclosure requirements: (1) obtain a variance for the proposed fence in the front yard; or (2) revise the fence plans such that the five-foot tall fence is located entirely in the side and rear yard. The City does not have the ability to grant a variance from the pool enclosure height requirement.

Staff Comments

An inspection of the property by staff in December 2018 showed that the property owner and their contractor had begun work to construct the fences. Chain-link fencing has already been installed in the side and front yard. In addition, the posts for the five-foot steel fencing in the front yard have been installed. The City issued a citation and fine to the contractor for work without a permit, and the fine has been paid. If the development application is not approved by the City Council, City staff will require removal of the fence that does not meet ordinance requirements.

Applicable Code Provisions for Review

Variance Standards: Section 801.05.1.C provides the criteria for reviewing variances from the zoning ordinance, which are as follows:

- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of this 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 this 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 this 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 this Ordinance.
- F. 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.
- 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.

Dear Members of the Planning Commission and City Counsel,

Thank you for hearing our requests for a variance and conditional use permit regarding the front yard fencing at our home at 143 and 151 Westwood Lane. Your feedback as well as the comments from the community were very helpful to better understand the potential impact our decisions could have on the neighborhood. With this in mind, we have decided to amend our requests by rescinding the material variance as well as the conditional use permit for the driveway gate opacity. We agree to remove any new chain link fencing that we installed in the front yard after we purchased the properties and replace with a fencing material that meets city guidelines. We have also redesigned the driveway gate to meet the opacity requirements for front yard fencing.

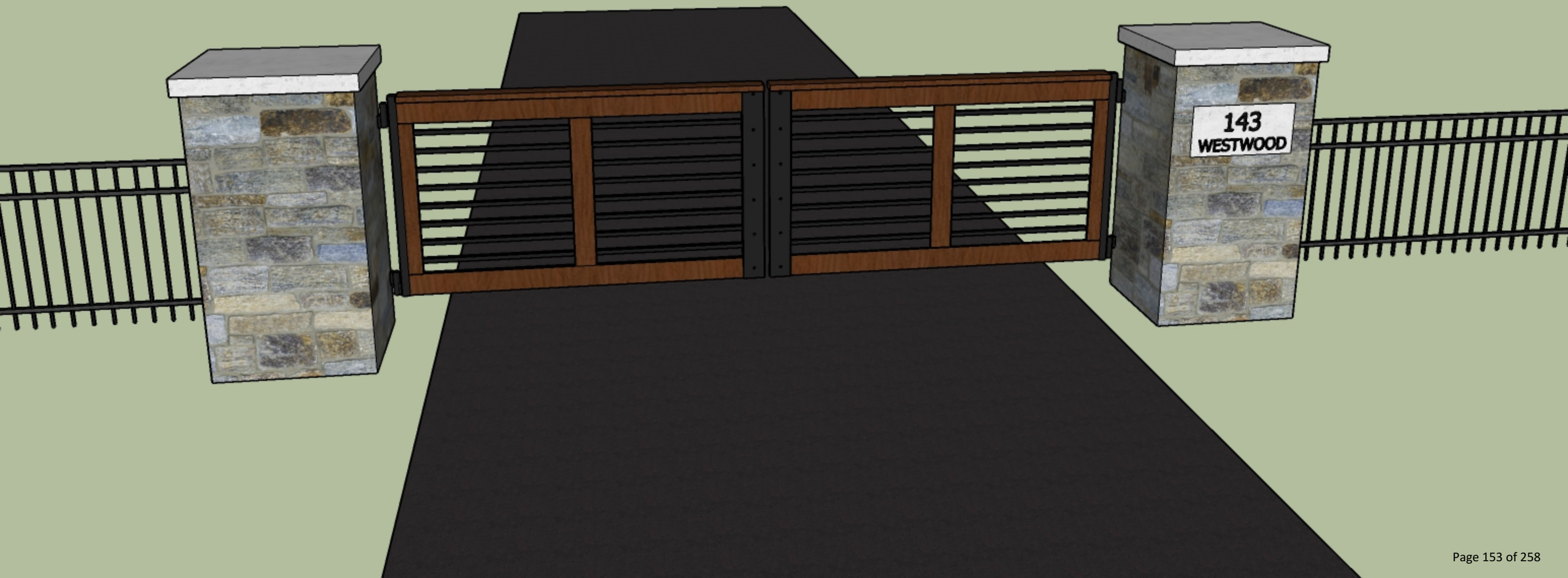
We wish, however, to move forward with the fence height variance request and respectfully ask you to reconsider your recommendation. Per our initial request, we would like approval to install a 5' high decorative steel fence in our front yard. The reasons for this request are as follows:

1. **Pool Fence Requirement** – We have installed a pool at our home and are required by the city of Wayzata to surround the pool with a 5' high fence to meet code. We would like to use the proposed 5' high fence in the front yard to meet this requirement. Our goal would be to avoid installing a 5' high fence around the pool and then another 42" fence around the front of our property.
2. **Security** – While we appreciate the reassurance from other community members that the neighborhood is very safe, security is still a concern that we have. Even recently we have had uninvited cars pull up to our house, sit for a while, and then drive away. Along with the history of partying on the property and the recommendation from the Indian Affairs Council, we feel strongly that a 5' high fence is necessary to maintain some level of security for our home.
3. **Neighborhood Norm** – As we stated in our initial request, our house is located 350' from Westwood Lane which is unique to the neighborhood. On average, the houses in the Highland neighborhood are approximately 70' from the road. Therefore, we feel that by proposing 5' high fencing 75' from the road is not outside of the norm of what is already seen in the neighborhood. For instance, the lot directly north of 143 Westwood does not have a house on the property and therefore could have 5' high fencing up to 45' from the road. The fencing we are proposing would be 30' further back from the road than what is allowed for that property.

By changing the fencing material along the front property lines and redesigning the driveway gate to meet the 50% opacity guidelines, it is clear that we are committed to working with the planning commission and our neighbors to find a fencing solution that works for everyone. However, regarding the 5' height variance request, we do feel that our property is unique and deserves unique consideration. Even had we wanted to build our home closer to the road, this would not have been possible given the shape of our property and how it narrows significantly near the road. While we respect the Wayzata fencing guidelines for height in the front yard, it does put a greater burden on our property in comparison to all other properties in the neighborhood. Please understand that our goal is not to drastically alter the aesthetics of the neighborhood. We are simply try to strike a balance between adhering to all city guidelines and meeting the unique challenges posed by the layout of our property.

Thank you again for your consideration,

Todd and Katherine Urness



Jeff Thomson

From: Jeff Thomson
Sent: Friday, January 4, 2019 4:00 PM
To: Jeff Thomson
Subject: FW: Planning variance for Westwood Lane

----- Original message -----

From: Catrina McAuliffe [REDACTED]
Date: 1/3/19 9:38 AM (GMT-06:00)
To: PeggySue Imihy <PImihy@wsbeng.com>
Subject: Planning variance for Westwood Lane

Dear Planning Commissioners,

We oppose granting the requested variances and CUP for the proposed gate and fencing at 143 Westwood Lane. This has always been an open and friendly neighborhood and the planning ordinances support this. The people who bought this property presumably purchased this property because they liked the feel of the neighborhood.

The style, mass and scale of the proposed gate and fencing is inconsistent with style and pattern of the neighboring properties, the Highland neighborhood, and R-1 neighborhoods in Wayzata in general.

This is a fence and gate we would drive past every day, all day, and I think sets a precedent for the neighborhood. If the variances are granted, any other property owner with similar site conditions should be able to obtain a similar variance.

I see no peculiar or unusual practical difficulties the property has with conforming to existing city of Wayzata fence regulations.

Regards

Catrina
172 Westwood Drive

Catrina McAuliffe
[REDACTED]

January 3, 2019

Dear Planning Commissioners,

We are writing in response to the request for variances and CUP for the fencing project at 143 Westwood Lane. We reside directly across the street from the project.

Our understanding is that these types of requests require that the homeowner demonstrates that the property has practical difficulties meeting the existing fence regulations. We have lived across the street for 18 years and are unaware of any such difficulties.

We believe the proposed fencing and gate is not consistent with the surrounding properties and neighborhood.

We are concerned that granting the variances and CUP would set precedent for future development in our neighborhood and Wayzata.

Sincerely,

Bob & Cori Mueffelman
172 Birch Lane West
Wayzata, MN



Jeff Thomson

From: Jan Allen [REDACTED]
Sent: Sunday, January 6, 2019 7:08 PM
To: Jeff Thomson
Subject: Variances

As a 33 year resident of the Wayzata Highlands, I believe I can safely report that there has never been a need for locked gates and high fences to ensure resident safety. As a matter of fact, we pride ourselves in being neighbors who look out for each other. Therefore, I oppose the variance requests from the Urness property owners.

Sincerely,
Jan Allen
128 Westwood Lane
[REDACTED]

Jeff Thomson

From: Jeff Thomson
Sent: Wednesday, February 20, 2019 4:19 PM
To: Jeff Thomson
Subject: FW: 143 Westwood Lane - Revised Variance

From: Bob Mueffelman [REDACTED]
Sent: Tuesday, February 19, 2019 3:40 PM
To: lindsaybashoum@wayzata.org; gregflannigan@wayzata.org; cathyiverson@wayzata.org; lauramerriam@wayzata.org; jeffreyparkhill@wayzata.org; christineplantan@wayzata.org
Cc: PeggySue Imihy
Subject: 143 Westwood Lane - Revised Variance

Dear Planning Commissioners,

We would like to provide the information below regarding the revised fence variance request at 143 Westwood Lane.

IF the Planning Commission determines there is reason to grant a variance on the front yard fence height we would like to ask the Commission to consider the option of also adding a 2nd variance that allows for a 4-foot front yard pool fence. Both Plymouth and Edina allow 4-foot pool fences.

Sincerely,
Bob & Cori Mueffelman

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

Director of Planning and Building Jeff Thomson stated the property owners, Todd and Katherine Urness, have submitted a development application for a fence and gate located on the properties at 143 and 151 Westwood Lane. These are two separate lots that are in common ownership by the Urnesses. The applicant is proposing a five (5) foot tall chain link fence in the side and front yard, a five (5) foot tall steel fence in the front yard, and a wooden, 100% opaque, gate across the driveway in the front yard. The development application requests approval of a variance for the fence material, a variance for the height of the fence in the front yard, and a conditional use permit for a gate consisting of more than 50% solid in the front yard. The City has varying fence regulations for fencing in the front, sides and back yards of a property that are determined by the location of the house on the property. A backyard fence can be up to six (6) feet tall, and there are no material restrictions or opaqueness requirements. A fence in the front yard can be up to 42 inches in height and must be at least 50% opaque. The fence located on the side of a property can be either six-foot tall fencing with no more than 50% opaqueness, or 42-inch tall fencing and 100% solid. The property has an existing chain link fence that pre-dates the applicants' ownership of the property. The applicants are proposing to extend the existing chain link fence in the front yard to connect with new steel fencing and a wooden gate to be added across the front of the property. Mr. Thomson added that the plans include driveway entrance monuments to be located next to the gate. He stated that the monuments are common in the area, and the City does not apply the fence requirements to driveway entrance monuments. An inspection of this property by Staff on December 12, 2018 showed that the property owner and/or their contractors had begun work to construct the fences. The chain-link fencing has already been installed in the side and front yards as requested in the application. In addition, the posts for the five-foot fencing in the front yard have been installed. The City issued a citation and fine to the contractor, and the fine has been paid.

Vice Chair Flannigan asked if the Commission had questions for Mr. Thomson.

Commissioner Plantan asked if the fence is located on the property line or set within the property line.

Mr. Thomson stated that his understanding is that the fence is located up to the property line but not directly on it.

Commissioner Parkhill asked if the proposed fence will serve as a pool fence or if an additional pool fence would be added later.

Mr. Thomson responded that the proposed fence would satisfy the City's pool fencing requirements. He explained that meeting the pool fencing requirements with front yard fencing, as in the proposed plans, requires variances. He further added that there would be a way to enclose the property and meet the pool fencing requirements staying within the fence zoning requirements, but not how it is currently proposed. An alternative arrangement would need to be considered.

Commissioner Merriam asked if the front yard fence is set back 75-feet from the property line.

1 Mr. Thomson responded that the northern edge of the proposed fence is set back 75-feet from the
2 street while the southern edge is closer to the street.

3
4 Vice Chair Flannigan asked for the date that the City's current fence ordinance was put into the
5 City code.

6
7 Mr. Thomson responded that the exact date is unknown to him, and he would suspect the ordinance
8 was more than ten years old.

9
10 Vice Chair Flannigan asked if there was any City record of the existing fence on the property.

11
12 Mr. Thomson responded that attempts were made to determine when the fence was constructed
13 and if the City had record of a permit or variance. He stated that no record was found.

14
15 Commissioner Plantan asked if the existing fence outlined on the proposal was coated in black
16 vinyl.

17
18 Mr. Thomson explained that the home owner recently extended the existing fence with black vinyl
19 coated fencing without proper permits.

20
21 Commissioner Iverson joined the meeting at 6:48 p.m.

22
23 Commissioner Plantan stated that the homeowner's application cited security as a reason for their
24 requested fence variance. The homeowners' application stated the property had an Indian burial
25 mound and that the Bureau of Indian Affairs (BIA) strongly advised for increased security due to
26 the risk of unwanted persons pursuing buried Indian artifacts. She asked if the Commission had
27 been provided any documentation that cited the concerns from the Bureau of Indian Affairs. She
28 also stated that the homeowners thought the property was at a high risk of vandalism due to the
29 previously vacant house on the property being known as a party house for local youth. She asked
30 if there were any police reports supporting the information provided by the property owners.

31
32 Mr. Thomson explained that the City was aware of the historical remains on the property, and that
33 the homeowners were working with the Bureau of Indian Affairs. He stated that the
34 communication between the BIA and the homeowners is private, and the City is not privy to those
35 communications. He also stated that no police reports have been included with the application,
36 but inquiries could be made with the police department for any such documentation.

37
38 Commissioner Plantan stated that she is aware that there are other such Indian burial sites in
39 Wayzata, and she asked if these other sites had concerns with theft and/or vandalism.

40
41 Mr. Thomson responded that he is aware of other such Indian historical sites, and the BIA typically
42 works directly with homeowners with the intention of keeping the sites private and not known to
43 the public.

44
45 Commissioner Iverson apologized for her tardiness. She explained that for seven years the
46 Commission meetings began at 7:00 p.m., and apologized for mistaking the time change.

1
2 Vice Chair Flannigan opened the public hearing on the application at 6:51 p.m.
3

4 Applicant Mr. Todd Urness, 143 Westwood Lane, apologized to the Commission for not realizing
5 the changes made on his property were not in accordance with the Code. He said that although
6 he spoke with Mr. Thomson, Director of Planning and Building, about the added extension of the
7 existing chain link fence to the front of the property, he must have confused the information that
8 Mr. Thomson had given him regarding the requirements for the different lots that he owns. He
9 apologized for extending the fence without the proper approval and for using materials that do not
10 meet regulations. He added that he will change the material of the newly extended front yard fence
11 to a steel material that meets Code. He explained that during construction of the home, a large
12 Indian burial mound was discovered. Mr. Urness stated that they have not been working with the
13 Bureau of Indian Affairs (BIA) as previously mentioned, they worked with the Minnesota Indian
14 Affairs Council (MIAC) for over a year and a half. He stated that the MIAC worked closely with
15 the homeowners during the construction project with the intention of preserving the area and any
16 artifacts or remains discovered. Mr. Urness stated that the MIAC identified the area on his property
17 as the largest, previously undiscovered, mound to be discovered in the last 100 years, and
18 recommended increased protection from those pursuing grave artifacts. He explained that the prior
19 building had a large amount of graffiti and was evidently a location for underage parties. He stated
20 that he does not have police records to verify this information, and he acknowledged that this
21 information may not be apparent to his neighbors. He further explained his intention for extending
22 the front yard fence was to add security, as well as meet the pool fence requirements.
23

24 Vice Chair Flannigan asked for clarification on the proposed front yard fence extension, and if the
25 applicant was planning on changing the material and the height of the fence to meet the 42" front
26 yard Code requirement.
27

28 Mr. Urness responded that he had read a few letters from neighbors whom had raised concerns
29 regarding the fence and it's look. He stated that he wanted the property to look good and fit into
30 the neighborhood. He was open to changes that meet those requirements.
31

32 Vice Chair Flannigan asked the applicant how much of the existing chain link fencing needs to be
33 repaired.
34

35 Mr. Urness answered that he had already replaced all of the damaged fencing, which amounted to
36 about six different spots. He also explained that the neighbor's driveway to the south encroaches
37 onto his property. He stated that he approached the neighbor and offered to pay to move the
38 neighbor's driveway off of his property and onto the neighbor's property. He stated that the
39 neighbor was in the final closing steps of selling their property and were not interested in doing
40 anything that would affect the closing of the sale.
41

42 Commissioner Plantan asked for clarification on the applicant's intentions for the front yard fence
43 height.
44

45 Mr. Urness stated that he was thinking out loud earlier, and that his intention would be to change
46 the material to meet the fence requirements. He would like to keep the height of the front yard

1 fence at five feet to meet the pool fence height requirement. He understands that these two
2 requirements are in conflict with each other, and that he would need to get a variance from the
3 code requirement. He would like to avoid adding additional fencing elsewhere on the property.
4

5 Commissioner Plantan asked if there was a reason that the front gate was proposed as a solid gate
6 which does not meet the opacity requirement.
7

8 Mr. Urness replied that the intention for the solid gate was to architecturally tie into other features
9 of the home, and the code was overlooked in error. He reiterated that his goal is to have a fence
10 that complies with the pool regulations, a gate that allows control of access to the property, and to
11 have a small number of variances.
12

13 Commissioner Plantan stated that there are no other gates on properties of any other homes in the
14 area.
15

16 Mr. Urness stated that his property is likely unique in that he has a 400-foot driveway which makes
17 it difficult to view the front of the property. His intention was to place the gate 75-feet back from
18 the road so that it was not easily visible from the road. He understood that the requirement was
19 that a gate had to be at least 35-feet back from the road, and he extended this to 75-feet to assure
20 its invisibility.
21

22 Vice Chair Flannigan asked Mr. Urness if he was the general contractor for the project, and if he
23 would be willing to move the gate back at 100-foot from the road.
24

25 Mr. Urness stated that he was not the general contractor, and he had already had the gate columns
26 built and would rather not have to move them. He added that he is interested in feedback from his
27 neighbors.
28

29 Commissioner Merriam asked for clarification about the front yard fence extension. She
30 questioned if the issue was the chain link material being used or just the height of the fence.
31

32 Mr. Thomson clarified that the front and side fences have material restrictions of wood, wrought
33 iron, and similar materials. Chain link is not allowed in front or side yard fences.
34

35 Commissioner Merriam further clarified that the pool requires a five-foot fence enclosure, and the
36 front yard fence is restricted to a 42-inch height under the Code.
37

38 Vice Chair Flannigan again invited anyone wishing to speak to address the application.
39

40 Resident Winnie Willcox, 178 Westwood Lane, stated that she would have rather addressed her
41 concerns directly with her neighbor, than about her neighbor at this venue. Ms. Wilcox explained
42 that the Highland neighborhood is a unique neighborhood in that the members really look out for
43 each other. She provided the example that the neighbors chose not to have curbs on their road due
44 to increased options for a bicyclist to easily access a yard for safety reasons. She stated that the
45 gate and the chain link fencing gave the neighbors a feeling of restriction and barricade that she
46 feels does not feel fits the neighborhood. She further added that the columns are beautiful, but the

1 opacity of the gate is very confrontational to the neighbors in sight of it. Ms. Wilcox is also
2 concerned about the precedent that a five-foot fence would set in the neighborhood. She is
3 concerned that as the neighbors change, the character of the open neighborhood will also change,
4 and allowing a five-foot fence and gate may be the precursor to this unfortunate change.
5

6 Resident Harriett Chute, 182 Westwood Lane, asked why the fence proposal application is for a
7 fence above 42-inches tall. She stated that there are a lot of animals in the neighborhood and many
8 neighbors utilize invisible fencing. She understands that this option does not work for all animals,
9 but this type of fencing is not as restricting and allows for a more open welcoming community
10 feeling. She also questioned how the entire property fencing can meet a pool fencing requirement
11 unless the main gate is always closed.
12

13 Vice Chair Flannigan responded that it would appear that the main gate enclosure would need to
14 be closed predominately to assure safe access to the pool. He also agreed that the entire fencing
15 would need to be at a five-foot height to meet the pool fencing requirement.
16

17 There being no one else wishing to comment on this application, Vice Chair Flannigan closed the
18 public hearing at 7:16 p.m.
19

20 Vice Chair Flannigan asked Mr. Thomson if there was any clarification needed on the application,
21 and then he opened the Commission for initial discussion regarding the application.
22

23 Commissioner Merriam stated that after reading through the ordinance and variance standards she
24 does not find a good reason to grant the variance. There may be other options available for
25 enclosing the family dogs. She agreed with the neighbors that have stated concerns with the height
26 of the fence not being in character with the neighborhood. She is also worried about the risk of a
27 negative precedent being set with this type of a fence.
28

29 Commissioner Parkhill asked if there were other options considered by the architect to solve the
30 pool fence and outer fence issues.
31

32 Applicant's landscape representative, Drew Torrence, stated that other options were considered
33 for the fence but due to the uniqueness of the property and the client's needs, this proposed fence
34 option was developed. He stated that the house on the property is set back a great deal more than
35 other homes in the neighborhood, and separating the front and back yard at the side of the property
36 greatly decreases the homeowner's usability of the property. He added that the road is difficult to
37 see from the front of the house, and this created a concern for safety that was determined to be best
38 addressed by adding an access gate to the front of the property. The design aesthetic of the gate
39 was intended to tie into the architecture of the home.
40

41 Commissioner Parkhill asked if there were other similar properties where the City has granted a
42 variance from the 42-inch height front yard fence requirement.
43

44 Vice Chair Flannigan responded that the Commission did not like to look back at other applications
45 as much as consider each application on its own merit and apply the ordinances appropriately.
46

1 Commissioner Merriam added that in her previous experience serving on the Commission, there
2 were a number of fence height variances that the Commission recommended approval of due to
3 the properties' proximity to a busy road.

4
5 Commissioner Parkhill stated that the gate did not create issue for him because he views it as an
6 aesthetic choice for the homeowner. He agreed with the concerns of being able to see through
7 the fence and with the material change of chain link to steel fencing. He further stated that he
8 would agree to recommending a variance for the additional height of the front fence if the applicant
9 had a good reason.

10
11 Commissioner Plantan stated that a gate, especially one that is 100% opaque, at the end of the
12 driveway was not appropriate or fitting to the neighborhood. She was confident that the design
13 team working with the applicant could find another option that meets the homeowners needs and
14 follows the City ordinances. She did not believe that this application warrants approval of a
15 variance.

16
17 Commissioner Iverson agreed with many of the comments of the other Commissioners. She did
18 not feel fencing on the property should require a variance. She agreed with Commissioner Plantan
19 that the design team is talented enough to find another way to meet the needs of the homeowner
20 and follow the code. She questioned why the design team did not consider the need of a fence for
21 the pool earlier into the project. She stated that there are options for a less opaque gate available
22 that would continue to fit the design aesthetic of the home as well as the neighborhood. She stated
23 that the Comprehensive Plan focuses on keeping the character of the neighborhoods intact, and
24 she is not for approval of the variance.

25
26 Vice Chair Flannigan stated that variances should be used sparingly. He would recommend denial
27 on all components.

28
29 Commissioner Iverson asked the applicant, Mr. Urness, if he would be interested in taking the
30 feedback from the meeting and returning at a later date with an updated application.

31
32 Mr. Urness stated that he would be open to this option.

33
34 There being no further questions for staff or the Applicant, Vice Chair Flannigan asked for a
35 motion on the application.

36
37 Commissioner Iverson made a motion, seconded by Commissioner Plantan, to table action on the
38 application to allow the applicant to submit a revised plan and application to be considered at the
39 next Planning Commission meeting on February 4, 2019. The motion carried unanimously.

40
41 The Applicant asked for a time line as to when the revised application would need to be submitted
42 to the City to be on the next Planning Commission agenda.

43
44 Mr. Thomson responded that the revised application would need to be received by January 25,
45 2019.

**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

1 side and front yard, and a wooden, 50% opaque gate across the driveway in the front yard. The
2 development application requests approval of a variance for the height of the fence in the front
3 yard. The application has been amended and modified given the feedback of the Planning
4 Commission at the January 7, 2019 meeting. The application no longer includes requests for a
5 variance to use chain link fencing or a conditional use permit for a 100% opaque gate. The front
6 yard, which is defined as in front of the building line as established by the primary structure on the
7 lot, fences not exceeding 42 inches in height and consisting of no more than 50% solid matter are
8 allowed. The applicant has proposed a fence to be located in the front yard that would be 60-
9 inches in height, which requires a variance. The proposed materials of steel and wood – meet the
10 ordinance requirement of being no more than 50% solid matter.

11
12 Chair Flannigan asked the Commission if there were any questions for staff related to the
13 application.

14
15 Commissioner Iverson asked if the existing front yard fence is five-foot in height.

16
17 Director Thomson answered that there is five-foot in height fencing in the front yard of the property
18 that pre-dates the City ordinance restricting fencing height to 42-inches.

19
20 Commissioner Plantan asked if the chain-link fence was acceptable material for pool enclosures
21 and if the proposed gate would meet the requirement for being a non-scalable pool enclosure gate.

22
23 Director Thomson answered that pool enclosure and gating should not be climbable.

24
25 Commissioner Bashioum asked for the height of the proposed fence and gate as presented in the
26 provided slides.

27
28 Director Thomson answered five-feet.

29
30 Commissioner Parkhill asked if the height of the gate would be five-feet. He added that the
31 renderings appear to depict a gate that is taller than the attached fencing.

32
33 Applicant's representative, Drew Torrence, stated that the rendering provided was created with the
34 gate being taller than the attached fence and is not an accurate depiction of the height of the
35 proposed fence and gate. The application is for a fence and a gate, each with a height of five-feet.

36
37 Commissioner Parkhill asked if the neighbors have been polled for their opinions on the updated
38 proposal. He further stated that there have not been any letters submitted in support of the changes
39 or against it.

40
41 Applicant's representative, Drew Torrence, answered that he is not able to answer the question
42 and that maybe the homeowners would have more information regarding the neighbor's thoughts
43 on the updated proposal.

44
45 Commissioner Iverson asked for the height of the pillars located on either side of the driveway that
46 will support the proposed gate.

1
2 Applicant's representative, Drew Torrence, answered that the pillars were constructed for a five-
3 foot in height gate. He added that they would be cut down to the height of the approved fence.
4

5 Commissioner Bashioum stated that the previous application brought opposition from a specific
6 neighbor specifically for the height of the front-yard fence. She asked if the updated proposal was
7 shared with this neighbor and if the applicants were aware of the neighbor's current position.
8

9 Applicant's representative, Drew Torrence, answered that he is unable to answer that question and
10 stated that the homeowners may have more information.
11

12 Director Thomson clarified that there are two different set of fencing requirements in the City
13 Code. He stated that the pool fencing requirements are in a separate section of the City Code and
14 not within the zoning ordinance. The City does not have the ability to grant variances from pool
15 fencing enclosure standards because they are not within the zoning ordinance.
16

17 Commissioner Parkhill asked if the proposed gate would meet the pool gate enclosure
18 requirements.
19

20 Director Thomson answered that the requirement is that the gate must remain closed.
21

22 Applicant's representative, Drew Torrence, added that the proposed gate would have sensors that
23 would allow access to the property and sensors that would close the gate behind the visitor after
24 entering.
25

26 Commissioner Merriam stated that there are no other gates in the neighborhood. She asked if gates
27 are allowed for other property owners in the neighborhood, or if the applicant's property would be
28 unique in allowing a gate.
29

30 Director Thomson responded that gates are permitted but must meet the 42-inch height and 50%
31 opacity requirements for fencing. There is no lot size requirement for consideration of a gate.
32

33 Chair Flannigan asked the Commission for their thoughts on the application.
34

35 Commissioner Douglas stated that she appreciates that changes to the proposal and would like to
36 recommend some landscaping to help soften the gates façade.
37

38 Commissioner Parkhill stated that due to the burial grounds on the property and the size of the lot,
39 he does not have issue with the requested scale of the fence or gate.
40

41 Commissioner Bashioum added that she did not see gates on any of the neighboring properties.
42 She agreed with Commissioner Douglas' suggestion to add landscaping to soften and/or minimize
43 its presence.
44

45 Commissioner Iverson stated that she was undecided. She added that the property having a burial
46 site does make it unique. She does not think that a five-foot fence is going to restrict trespassers

1 from entering the property. She also added that she was concerned with the precedent a variance
2 could set in the neighborhood.

3
4 Commissioner Plantan expressed concerns related to the gate precedent in the neighborhood. She
5 stated that there are no other gates in the neighborhood. She does not believe that there is a
6 hardship demonstrated for a variance due to security, the pool, or the dogs. She further added
7 that she believes that there are ways to fence in the pool without having to go across the front of
8 the property.

9
10 Commissioner Merriam agreed with Commissioner Plantan that there are opportunities for the
11 homeowners to fence in the pool and continue to meet the 42-inch fence height requirement for
12 the front yard. She stated that although the proposal is for the gate to be set back a fair distance
13 from the road, it would still exist, and she does not feel that it would fit into the neighborhood.
14 She commended the author of the drawings, but she explained that there is not enough uniqueness
15 to the property to warrant a variance.

16
17 Chair Flannigan agreed that the application is complicated. He did not have issue with the
18 existence of the gate, and he understands the need for pool enclosure fencing. He mentioned that
19 there are probably other ways to meet that requirement. He indicated that there are some potential
20 difficulties that they have identified, and that he would like to see the application move to the City
21 Council for their consideration.

22
23 Chair Flannigan asked for a motion on the application.

24
25 Commissioner Parkhill made a motion, seconded by Commissioner Douglas, to direct staff to
26 prepare a Planning Commission Report and Recommendation, with appropriate findings reflecting
27 a recommendation of approval of the Variance at 143 and 151 Westwood Lane for review and
28 adoption at the next Planning Commission Meeting. The motion failed 3 ayes and 4 nays (Iverson,
29 Plantan, Merriam, and Bashioum).

30
31 Chair Flannigan asked for another motion on the application

32
33 Commissioner Iverson made a motion, seconded by Commissioner Plantan, to direct staff to
34 prepare a Planning Commission Report and Recommendation, with appropriate findings reflecting
35 a recommendation of denial of the Variance at 143 and 151 Westwood Lane for review and
36 adoption at the next Planning Commission Meeting. The motion carried 4 ayes and 3 nays
37 (Flannigan, Douglas, and Parkhill).

38 39 40 **AGENDA ITEM 5. Public Hearing Items:**

41 42 **a.) Chase Bank – 1022 Wayzata Blvd E**

43 **i. Design Review and Variance**

44
45 Director of Planning and Building Jeff Thomson stated the applicant, Core States Group, and the
46 property owner, Monaco Fuel, LLC, have submitted a development application to construct a one-

RESOLUTION NO. 14-2019

RESOLUTION DENYING A VARIANCE AT 143 AND 151 WESTWOOD LA S

WHEREAS, the Property owners, Todd and Katherine Urness, (collectively, the “Applicant”) have submitted a development application (the “Application”) for the properties at 143 and 151 Westwood La S, legally described on Attachment A (the “Property”) to allow a five (5) foot tall steel fence in the front yard, with a wooden, 50% opaque gate across the driveway, all as depicted in the Application (the “Proposed Fence”); and

WHEREAS, The Application includes a request for a variance from the Zoning Ordinance’s forty-two (42) inch height limit on fences in the front yard to allow for a sixty (60) inch fence in the front yard of the Property (the “Fence Height Variance”); 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 Denial 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 Denial 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 does not meet the applicable requirements of Wayzata’s Zoning Ordinance, as set forth in the Planning Commission Report and Recommendation.

B. Based on the foregoing, the Fence Height Variance is hereby **DENIED**.

Adopted by the Wayzata City Council this 19th 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 19, 2019.

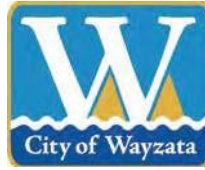
Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property

Lots 1 and 2, Block 1, MACMILLAN PLACE

Attachment B

Planning Commission Report and Recommendation, dated March 4, 2019



WAYZATA PLANNING COMMISSION

March 4, 2019

REPORT AND RECOMMENDATION OF DENIAL OF A VARIANCE AT 143 AND 151 WESTWOOD LA S

SUMMARY OF RECOMMENDATION

Denial of Variance Height of Fence in Front Yard

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 **Project.** Applicants and property owners, Todd and Katherine Urness, (collectively, the “Applicant”) have submitted a development application (the “Application”) for the properties at 143 and 151 Westwood Lane South (the “Property”) to allow a five (5) foot tall steel fence in the front yard, with a wooden, 50% opaque gate across the driveway, all as depicted in the Application (the “Proposed Fence”). The Application was amended by the Applicant after the public hearing on the Application at the January 7, 2019 Planning Commission meeting. The Application no longer includes requests for a variance to use chain link fencing or a conditional use permit for a 100% opaque gate.
- 1.2 **Application Request.** The Application contains a request for a variance from the Zoning Ordinance’s forty-two (42) inch height limit on fences in the front yard to allow for a sixty (60) inch fence in the front yard of the Property (the “Fence Height Variance”).
- 1.3 **Property.** The street addresses, property identification numbers and owners of the Property are:

143 Westwood Lane	01-117-23-12-0005	Todd and Katherine Urness
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151 Westwood Lane	01-117-23-13-0012	Todd and Katherine Urness
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- 1.4 Land Use. The Property is zoned R-1 Low Density Single Family Residential District and guided One Acre Single Family. It is not located in any overlay district.
- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Wayzata Sun Sailor* on December 20, 2018. A copy of the notice was mailed to all property owners located within at least 350 feet of the Property on December 20, 2018. The public hearing on the Application was held at the January 7, 2019 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Height Limit for Fences in Front Yard; Variances. Fences in the front yard of property in the City may not exceed forty-two (42) inches in height. City Code Section 918.01E.02. The criteria and conditions governing considerations of variance request are as follows:
- 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 this 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 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 this Ordinance.
 - F. 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.

- 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.

City Code Section 905.01.C

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 Front Yard Fence Height Variance. The Fence Height Variance does not meet all of the standards for granting a variance under the Zoning Ordinance:
 - A. The Fence Height Variance is not in harmony with the purpose and intent of the Zoning Ordinance. The intent of the fence height requirement is to minimize the visual impact of fences located in the front yard and along the public street, and the Fence Height Variance would have an adverse visual effect from the surrounding neighborhood and from the public street.
 - B. The Fence Height Variance is not consistent with the Comprehensive Plan, which seeks to preserve the distinctive character of the City's existing residential neighborhoods and promote a welcoming, small town character.
 - C. The Applicant has not sufficiently demonstrated in the Application or its presentations to the Planning Commission that there are practical difficulties in complying with the front yard fence height requirement under the relevant criteria of the Zoning Ordinance.
 - D. The Fence Height Variance request is not due to circumstances unique to the Property, which can accommodate a front yard fence that complies with the height limits of the Zoning Ordinance, and has a large rear yard area where a fence could be constructed to comply with the Zoning Ordinance requirements.

- E. The Fence Height Variance, if granted, would alter the essential character of the Property and the surrounding neighborhood. A five (5) foot high front yard gate and fence are not in keeping with the essential character of the neighborhood, which contains large and open front yards, without any front yard gates and without any fences of the proposed height.

Section 4. RECOMMENDATION

- 4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **DENIAL** of the Fence Height Variance.

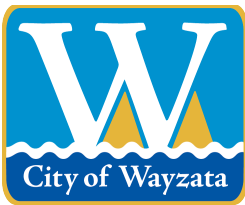
Adopted by the Wayzata Planning Commission this 4th day of March 2019.

Voting For Denial Recommendation: Bashioum, Iverson, Plantan, Merriam

Voting Against Denial Recommendation: Douglas, Flannigan, Parkhill

Abstaining: None

Absent: None



City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 8.b.
TITLE: Consider Resolution 11-2019 Approving Design Review for Chase Bank at 1022 Wayzata Blvd E	
PROPOSED MOTION: To Adopt Resolution 11-2019	
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 development application, 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, Core States Group, and the property owner, Monaco Fuel, LLC, have submitted a development application to construct a one-story retail bank on the property at 1022 Wayzata Blvd E. The proposal includes demolition of the existing building, parking lot, and other site improvements. The new development would consist of a 3,500 square foot, single-story commercial building. The other site improvements include a 19-stall parking lot and a drive-up ATM on the east side of the building. The development application requests approval of design review.

Planning Commission Review

The Planning Commission held a public hearing on the development application on February 20, 2019. After its review, the Planning Commission tabled the application and asked the applicant to consider the following comments and issues:

- ATM location and canopy structure setback variance;
- Additional screening and buffering including fencing and landscaping;
- Illuminated signage oriented towards the residential neighborhood; and
- Site lighting.

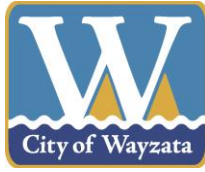
The Planning Commission reviewed revised plans submitted by the applicant at its meeting on March 4, 2019. The Planning Commission voted six (6) in favor and one (1) opposed to direct staff to prepare a report and recommendation for approval of the development application, with a condition that the south facing wall sign must not be illuminated between 10:00 p.m. and 8:00 a.m. The Planning Commission also requested that the applicant consider lowering the light poles on the south side of the parking lot, and increasing the height of the trees along the south side of the site to 10 feet, but these items were not included as recommended conditions.

The draft report and recommendation will be on the Planning Commission's consent agenda on March 18th. City staff will update the City Council on the Planning Commission's final action at the Council meeting.

ATTACHMENTS:

1. March 19, 2019 Staff Report
2. Application Submittals
3. Design Review Critique
4. Public Comments

5. February 20, 2019 Planning Commission Minutes
6. March 4, 2019 Planning Commission Draft Minutes
7. Draft Resolution 11-2019
8. Planning Commission Report and Recommendation



**Staff Report
March 19, 2019**

Project Name: Chase Bank
Addresses of Request: 1022 Wayzata Blvd E
Prepared by: Jeff Thomson, Director of Planning and Building
“60 Day” Deadline: May 2, 2019

Development Application

Introduction

The applicant, Core States Group, and the property, Monaco Fuel, LLC, have submitted a development application to construct a one-story retail bank on the property at 1022 Wayzata Blvd E. The proposal includes demolition of the existing building, parking lot, and other site improvements. The new development would consist of a 3,500 square foot, single-story commercial building. The other site improvements include a 19-stall parking lot and drive-up ATMs on the rear of the site. The development application requests approval of design review and a setback variance.

Based on the Planning Commission review and public hearing, the applicant has submitted revised plans for the project. The revised plans include the following changes:

- ATM Relocation: The drive-up ATM and canopy structure have been moved to the east side of the building. The revised location complies with all setback requirements, and the setback variance is no longer required.
- Screening: A 6-foot-tall solid fence has been added along the south side of the parking lot on top of the retaining walls to provide screening to the residential neighborhood to the south. In addition, the landscape plan has been updated to provide additional landscape buffer on the south side of the parking lot.
- Reduced lighting levels: The two proposed site light poles on the south of the property have been changed. The proposed light fixtures have a house-side shield which covers the back of the light facing the neighborhood, and projects all light forward toward the parking lot. By doing this, light levels have been reduced to a maximum of 0.0 foot-candles at the residential property line, which meets the City’s zoning ordinance standards.

Application Requests

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

- Design review: Construction of a new commercial building requires design review. (City Code Section 909.04.B)

Project Location

The property is on Wayzata Blvd E, west of Central Ave S:



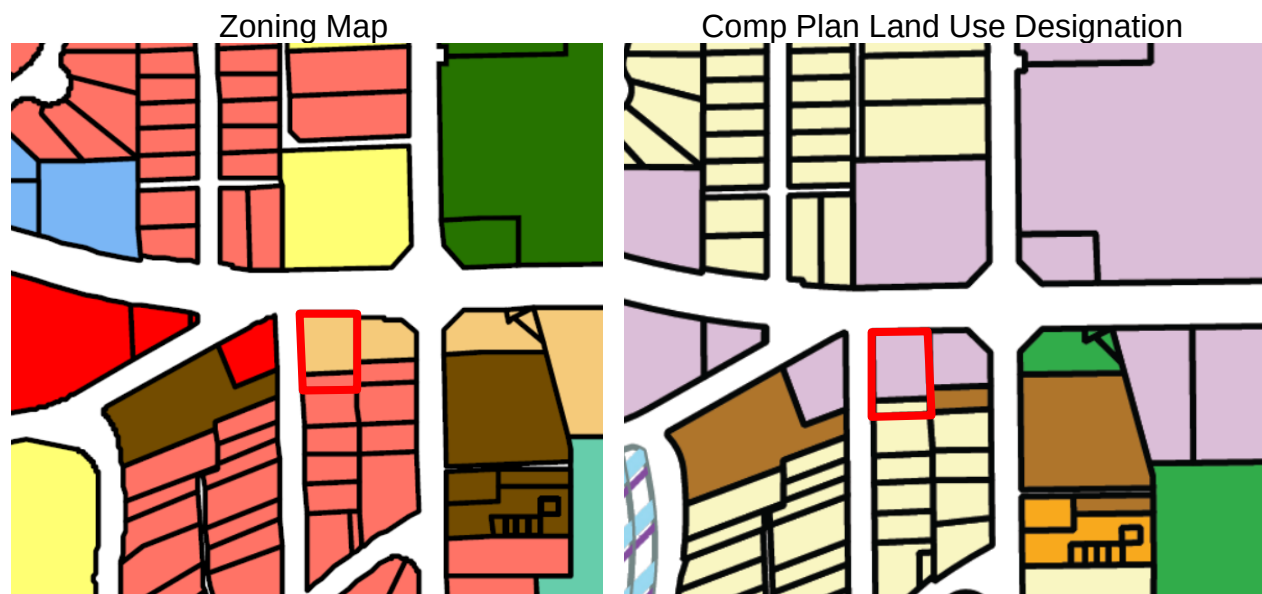
Property Information

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

Address	PID	Owner
1022 Wayzata Blvd E	06-117-22-41-0015	Monaco Fuel, LLC
1022 Wayzata Blvd E	06-117-22-41-0016	Monaco Fuel, LLC

The site is comprised of two separate parcels, which have different zoning and land use classifications. The current zoning and comprehensive plan land use designation for the properties are as follows:

Current zoning:	C-3/Service District (North Parcel) R-3A/Single and Two Family Residential (South Parcel)
Comp Plan designation:	Mixed Use Commercial (North Parcel) Low Density Single-Family (South Parcel)
Overlay districts:	None



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	Wayzata Blvd E	N/A	N/A
	Walgreens	PUD/Planned Unit Development	Mixed Use Commercial
East	Wayzata-Pennhurst Cleaners	C-3/Service District	Mixed Use Commercial
South	Single-family homes	R-3A/Single and Two Family Residential District	Low Density Single Family
West	Huntington Ave	N/A	N/A
	Edina Realty building	C-1/Office and Limited Commercial District	Mixed Use Commercial

Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly News* on February 7, 2017. The public hearing notice was also mailed to all property owners located within at least 350 feet of the subject property. The public hearing was held at the February 20, 2019 Planning Commission meeting.

Analysis of Application

City staff has reviewed the pertinent information and City Code requirements for the development application, and provides the following analysis and information:

Comprehensive Plan

The Comprehensive Plan land use designation for the subject property is Mixed Use Commercial. The Comprehensive Plan includes the following discussion for the Mixed Use Commercial district:

The Mixed Use Commercial land use category was created to reflect the reality that many traditional service commercial uses along the Wayzata Blvd and Central Avenue corridors, in addition to smaller commercial parcels within the Bluff neighborhood, may wish to evolve over time to include a mixture of commercial, limited office, and residential uses. This Mixed Use Commercial category provides flexibility to property owners who wish to incorporate a residential component with retail or other commercial uses on their site.

Zoning

The following table outlines the zoning standards for the C-3/Service District:

	C-3 Zoning District	Proposed
Height (max.)	2 stories and 30 ft., whichever is less	1 story, 26.3 ft.
Floor area ratio (max.)	1.0	0.18
Lot coverage (max.)	50%	18.3%
Landscaped area (min.)	20%	28.8%
Building setbacks (min.)		
Principal Structure		
Front (north)	10 ft.	12 ft.
Side (east)	10 ft.	11 ft.
Side (west)	10 ft.	11 ft.
Rear (south)	50 ft.	92 ft.
Lot area (min.)	15,000 sq. ft.	18,971 sq. ft.
Parking setbacks (min.)		
Front (north)	10 ft.	N/A
Side (east)	10 ft.	12 ft.
Side (west)	10 ft.	11 ft.
Rear (south)	10 ft.	25 ft.

**variance requested

Proposed Uses

The applicant is proposing to build a one story, 3,500 square foot commercial building. The building would contain a single tenant, which is proposed to be Chase Bank. Banks, savings, and other financial institutions are a permitted use in the C-3 zoning district provided that they do not have drive-up window facilities. The proposed bank has outdoor ATM machines, but it would not have traditional drive-up teller services.

Parking

The proposed plans include 19 off-street parking stalls on the site. The City's zoning ordinance establishes minimum parking requirements for individual commercial uses. Similar to office buildings, banks are required to have a minimum of three parking spaces for each 1,000 square feet of floor area. Based on the proposed building size of 3,500 square feet, the development is required to have 10 on-site parking stalls. The 19 proposed stalls provides additional parking then is required to meet the City's ordinance standards.

Design Review

The project is subject to the design standards for the Wayzata Blvd design district. A complete design review critique of the proposal is included as an attachment. The following the item does not comply with the City's design standards:

- Façade Transparency: The design standards require that the ground level façade fronting along Wayzata Blvd must be comprised of at least 50% transparent glass. The proposed building design includes only 27.9% transparent glass along Wayzata Blvd, which does not meet the City's design standards.

Fencing and Screening.

The zoning ordinance requires that commercial uses that abut property zoned for residential use must provide screening along the boundary of the residential property. The fencing and screening must consist of either a fence or a green planting strip. A green belt planting strip shall consist of evergreen trees and/or deciduous trees and plants and shall be of sufficient width and density to provide an effective visual screen. This planting strip shall be designed to provide complete visual screening to a minimum height of six feet. Earth mounding or berms may be used but shall not be used to achieve more than three feet of the required screen. A screening fence shall be constructed of masonry, brick, wood or metal. Such fence shall provide a solid screening effect of six feet in height.

Exterior Lighting

The zoning ordinance states that any lighting used to illuminate an off-street parking area, sign or other structure, shall be arranged as to deflect light away from any adjoining residential property. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property. Bare incandescent light bulbs shall not be permitted in view of adjacent property. Any light or combination of lights which cast light on residential property may not exceed 0.4 foot candles as measured at the property line. The revised site lighting plans comply with these ordinance standards.

Applicable Code Provisions for Review

Comprehensive Plan

The Comprehensive Plan land use designation for the subject property is Mixed Use Commercial. The objective of the Mixed Use Commercial land use category is to maintain and enhance these areas for primarily general retail and other commercial uses, while allowing the integration of a residential component. The Comprehensive Plan includes the follow “1st Tier” priorities for the Mixed Use Commercial and Mixed Use Residential land use categories:

- Allow for a broad range commercial and residential uses that provide daily goods and services, as well as a variety of housing opportunities.
- Increase the walkability of eastern Wayzata Blvd. where possible, through improvements in the public and private realm.
- Plan development of parking so that it is not a focal point, but rather placed behind buildings with appropriate buffers and landscaping.
- Give particular attention in commercial and services areas to building design and scale, street trees, and extensive use of landscaping to minimize the effects of buildings, parking areas and driveways.
- Consolidate access to streets wherever possible.
- Develop and enforce ordinances to eliminate the visual pollution created by signs and "franchise" architecture.
- Adequately screen or buffer all service and commercial uses from any adjacent residential neighborhoods.
- Create safe and convenient pedestrian movement within all service and commercial districts.
- Strictly regulate and enforce outdoor commercial storage and environmental quality maintenance.
- Enact and enforce a commercial maintenance code to help ensure that commercial development continues to maintain community character.
- Identify ecological and water quality impacts on the lake and other water bodies caused by proposed land use developments, for example stormwater runoff, and work to mitigate these impacts.

Design Standards City Code Section 909.01: The design standards set forth in Chapter 909 of the Wayzata City Zoning Ordinance are referred to collectively as the “Design Standards” or the “Standards”. The purpose of the Design Standards is to shape the City’s physical form and to promote the quality, character and compatibility of new development in the City. The Standards function to:

1. To guide the expansion and renovation of existing structures and the construction of new buildings and parking, within the commercial districts of the City;
2. To assist the City in reviewing development proposals;
3. To improve the City’s public spaces including its streets, sidewalks, walkways, streetscape, and landscape treatments.

With the exception of Section 909.10 of the Design Standards, a deviation from any section of the Design Standards shall require a finding by the City Council (after considering the Planning Commission’s recommendation) that the negative impact of such deviation is outweighed by one or more of the following factors:

1. The extent to which the project advances specific policies and provisions of the City’s Comprehensive Plan.
2. The extent to which the deviation permits greater conformity with other Standards, policies behind the Standards, or with other Zoning Ordinance standards.
3. The positive effect of the project on the area in which the project is proposed.
4. The alleviation of an undue burden, taking into account current leasing, housing and commercial conditions.
5. The accommodation of future possible uses contemplated by the Design Standards, the Zoning Ordinance or the Comprehensive Plan.
6. A national, state or local historic designation.
7. The project is the remodeling of an existing building which largely otherwise conforms to the Design Standards.



ZONING DATA		
C-3 - SERVICE DISTRICT		
ITEM	EXISTING / REQUIRED	PROPOSED
PARCEL ID	0611722410015, 0611722410016	0611722410015, 0611722410016
FUTURE LAND USE	MIXED USE COMMERCIAL	MIXED USE COMMERCIAL
MAXIMUM BUILDING HEIGHT (FT)	30 FT	26.375 FT
BUILDING AREA (SF)	4,091 SF	3,470 SF
FRONT SETBACK (FT)	10 FT	10.00 FT (NORTH)
SIDE SETBACK (FT)	10 FT	10.99 FT (WEST) 11.25 FT (EAST FOR ATM)
REAR SETBACK (FT)	50 FT	92.98 FT (SOUTH)
PARKING SPACES	1 SPACES / 350 SF GFA 3,470 ÷ 350 = 10 SPACES MIN.	19 SPACES (INCLUDING ADA SPACES)
ADA PARKING SPACES	1 SPACE	1 SPACE
TOTAL PARCEL AREA	0.536 AC (23,339 SF)	0.536 AC (23,339 SF)
TOTAL LIMITS OF DISTURBANCE	-	0.455 AC (19,829 SF)
TOTAL OFF-SITE WORK	N/A	0.030 AC (1,306 SF)
PARCEL IMPERVIOUS SURFACES AREA (% OF LOT AREA)	0.441 AC (19,207 SF) 82.28%	0.310 AC (13,498 SF) 57.83%
PARCEL PERVIOUS SURFACES AREA (% OF LOT AREA)	0.095 AC (4,132 SF) 17.72%	0.226 AC (9,841 SF) 42.17%



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GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR**
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM
 2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION PURPOSES
 3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.
- B. SCOPE OF WORK**
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR COMPLETION, INCLUDING THE OBTAINING OF ALL NECESSARY PERMITS HEREIN AND/OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 2. THE CONTRACTOR SHALL BE INFORMED OF ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, INSTALLATION AND MAINTENANCE OF THE PROJECT.
 3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
- B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS.
- C. IRRESPECTIVE OF GROWN PLANTS COMPLYING WITH ASHS Z601-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUNK SCOLD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITH A TRUNK OR ROOT SHALL HAVE NO CRACKS, WOUNDS, OR OTHER DAMAGE TO THE BARK OR ROOT SYSTEM. SOIL SHALL BE OBTAINED FROM SOURCES WITHIN 200 FEET OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
- D. PLANT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCRUSTING AND/OR GRIDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHARED ROOTS).
- E. PLANTS MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
- F. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND REPLACED WITH AN ACCEPTED PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S EXPENSE. PLANTS THAT ARE NOT HEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE ARBITER OF THE ACCEPTABILITY OF PLANT MATERIAL.
- G. TREES SHALL BE PLANTED IN CONFORMANCE WITH THE FOLLOWING SPECIFICATIONS: TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- H. TREE MEASUREMENTS FOR STANDARDS (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
- I. FOR PRUNING TREES, THE MEASUREMENT SHALL BE TAKEN FROM THE TOP OF THE ROOT BALL, WHERE CALIPER MEASUREMENTS ARE USED. THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
- J. TREES OR SHRUBS WHOSE TRUNK OR MAIN STEM IS PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- K. SOOD. PROVIDE WELL-ROOTED SOOD OF THE VARIETY NOTED ON THE PLANS. SOOD SHALL BE CUT FROM NEARLY MATURED TREES AND SHRUBS. SOOD SHALL BE PLACED IN ONE PALETTE OF SOOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOOD. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGE OF PURELY GERMINATING SEEDS INDICATED ON THE PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- L. MULCH. USE 2" OR MORE TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- M. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, PH RANGE OF 5.5 TO 8; MINIMUM NUTRIENT CONTENT OF 10% ORGANIC BY WEIGHT; 100 PERCENT PASSING THROUGH #10 U.S. SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DICHEMSIEMS/NL, NOT EXCEEDING 0.5 PERCENT NITR CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- N. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED TESTING LABORATORY.
- O. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELECTERIOUS MATERIALS AND SUITABLE AS TOP DRESSING OF TREES AND SHRUBS.
- P. TREE STRAKING AND GUYNIG
1. STAKES: 6' LONG GREEN METAL T-POSTS.
2. GUY AND TIE: ASTM A-641, CLASS 1, GALVANIZED STEEL WIRE, 2-STRAND, TWISTED, .0106 INCH DIAMETER.
3. STRAP CHAFING GARD: REINFORCED NYLON OR CANVAS AT LEAST 1/2 INCH WIDTH, WITH GROGMENTS TO PROTECT TREE TRUNKS FROM DAMAGE.
- Q. STEPS: 18" HIGH, 12" WIDE, 1/2" THICK X 4" INCHES WIDE, FACTORY PANTAL DARTS, GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUIV.
- R. PRE-EMERGENT HERBICIDES. ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR SPECIFIC ORNAMENTAL PLANTS MAY BE USED. PRE-EMERGENT HERBICIDE THAT IS LABELED FOR LAWNS SHALL BE APPLIED PER THE MANUFACTURER'S LABELLED RATES.

METHODS

A. SOIL PREPARATION

1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
SOIL TESTING:
 - a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S GRADING AREAS TESTED BY AN INDEPENDENT SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLAN, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS LOCATIONS FOR TESTING.
 - b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL, CATION, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, AND TOTAL (CEC), LINE, SOLUBLE AMMONIA (N) TO SOIL AND BORON CONTENT.
 - c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
2. THE SOIL REPORT PROVIDED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE PLANTS, AS WELL AS PRE-PLANTING AND POST-PLANTING CARE RECOMMENDATIONS FOR ALL OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
3. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS OF THE SOIL REPORT FOR THE SOILS REPORT RECOMMENDATIONS, ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
FOR CORRECTING FURTHER ONLY, THE FOLLOWING SHALL BE REQUIRED:
 - a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-CRIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU YDS. PER 1,000 SF.
 - ii. ROLLING TURF FERTILIZER (10-20-10 OR SIMILAR, LOW SULFIDE, ORGANIC) - 15 LBS PER 1,000 SF.
 - b. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
 - c. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-CRIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU YDS. PER 1,000 SF.
 - ii. 12-12-12 FERTILIZER (OR SIMILAR) - 10 LBS. PER CU. YD.
 - iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
 - iv. IRON SULFATE - 2 LBS. PER CU. YD.
4. THE CONTEXT OF THE PLAN, GRADES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH FINISH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. SEE SPECIFICATION FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPE GRADIENTS AS SHOWN ON GRADING PLANS. ALL FINISH GRADES AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
5. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE APPLIED TO THE SOIL, AND ON A SOIL TEST (SPECIFIC LONG) AND THE FINISH GRADES TO BE ESTABLISHED.
6. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS IS, IS BELOW THE FINISH SURFACE OF THE WALK SURFACES. THE FINISH GRADE IN TURF AREAS, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
7. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS IS, IS BELOW THE FINISH SURFACE OF THE WALK SURFACES. THE FINISH GRADE IN TURF AREAS, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
8. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THE SPECIFICATIONS, AND THE ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
9. ONCE SOIL PREPARATION AND AMENDMENTS ARE COMPLETE, THE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

- B. SUBMITTALS**
1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RESOLVE ANY DISCREPANCIES PRIOR TO THE START OF WORK COMMENCES.
 2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STRIP FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FOR ANY REQUIRED SOIL AMENDMENTS. SUBMITTALS SHALL INCLUDE SPECIES NAMES AND TYPES, AND OTHER AMENDMENTS FOR TREES/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
 3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
 4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
- C. GENERAL PLANTING**
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
 2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
 3. TRENCING NEAR EXISTING TREES:
 - a. CONTRACTOR SHALL NOT DISTURB ROOTS 1'-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO THE CRZ OF EXISTING TREES.
 - b. CRZ SHALL BE DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER AT-BREAST-HIGH (45' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - c. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS, NO MACHINE EXCAVATION OR TRENCING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - d. AFTER ALIGNMENT OF THE CRZ IS COMPLETED, ALL EXISTING TREES, WHERE THE CRZ IS 2 FEET TRUNKS 1'-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST.
 - e. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - f. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY.

1. TREE PLANTING
1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
2. THE SIDES OF THE ROOTBALL SHALL BE PROTECTED BY BRACING TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GRIDLING ROOTS AND OTHER ROOTS THAT MAY BE IN THE CONTAINER, THE CONTRACTOR SHALL REMOVE ALL OF THE ROOTBALL AND THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHALL BE SUFFICIENT SOIL BACKFILL TO COVER THE ROOTBALL AND TO PROVIDE A MINIMUM OF 12" OF IMPORTED ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
6. THE CONTRACTOR SHALL NOT BE REQUIRED UNDER ANY CIRCUMSTANCES TO REMOVE TREES OR BRANCHES. REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE TO ITS UPRIGHT POSITION. IF IT SHOULD IT BECOME DAMAGED, TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

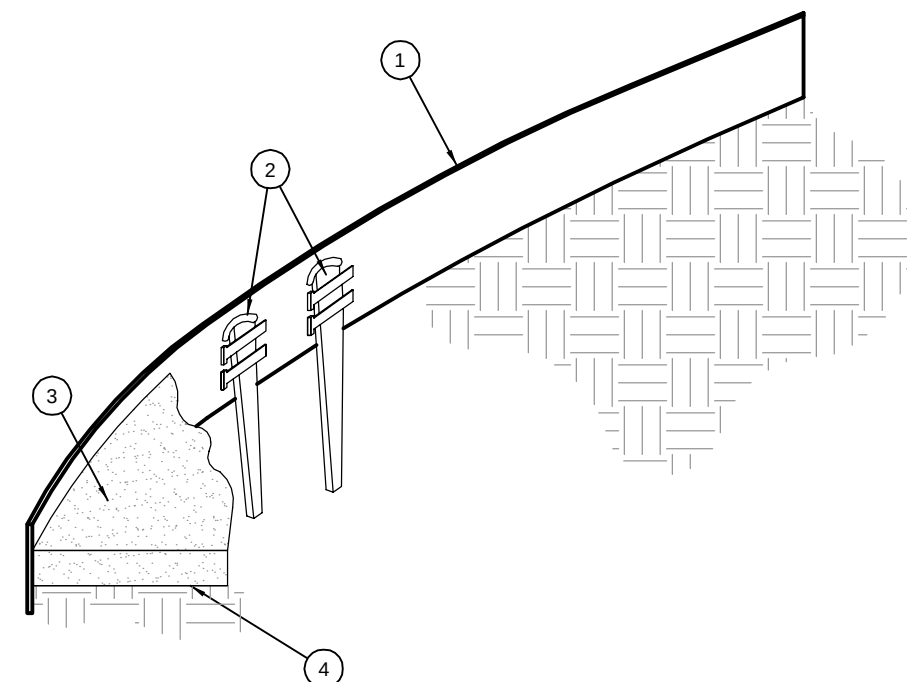
- a. 1-2' TRESS TWO STAKES PER TREE
 - b. 2-10' x 4 TRESSES THREE STAKES PER TREE
 - c. TREES OVER 6' CALIPER FOUR STAKES NEEDED
 - d. MULTI-TUNK TREES THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS
NEEDED TO STABILIZE THE TREE
7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE, COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
- H. SHRUB, PERENNIAL AND GROUNDCOVER PLANTING**
- 1. AFTER PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING AREAS, COVERING THE ENTIRE PLANTING AREA.
- E. SODDING**
- 1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 - 2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING; DO NOT LAY IF THE GROUND IS FROZEN.
 - 3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS; DO NOT OVER LAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
 - 4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
 - 5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- H. MULCH**
- 1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
 - 2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALLS.

1. **CLEAN UP**
1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS FREE OF DEBRIS AND TRASH.
2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
2. **INSPECTION AND ACCEPTANCE**
1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
2. IF THE INSPECTOR DETERMINES THE WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
3. THE DISCREDITED INSPECTION PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL AWARDANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

- K. LANDSCAPE MAINTENANCE**
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR A PERIOD OF 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTling OF PLANTS THAT HAVE DIED, MOVED, OR BECOME DAMAGED; REPLACEMENT OF PLANTS THAT HAVE DIED, UNPLANTED, OR NOT GERMINATED WELL; TREATING FOR INSECTS AND DISEASES; REPLACEMENT OF MULCH; REMOVAL OF WEEDS; REPAIRS TO IRRIGATION SYSTEMS; AND REPLACEMENT OF PLANTS THAT HAVE DIED OR NOT GERMINATED WELL. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAINTAIN ADEQUATE WATERING OF PLANTS.
2. SHOULD SEEDED AND/ OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A HEALTHY TURF GRASS COVER BY THE END OF THE MAINTENANCE PERIOD.
3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
- a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - b. ALL HARDSCAPE SHALL BE COMPLETE AND ALL PLANTS SHALL BE PROPERLY PLANTED.
 - c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. TURF SODDED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS SHALL BE REJECTED AND REPLACED BY HEALTHY TURF GRASS PRIOR TO RESEEDING (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE PROPERLY MAINTAINED AND WATERED TO PREVENT DROUGHT DAMAGE.

- WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOIL, MULCH, HYDROLOGICAL, IRRIGATION AND WATER SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE OR ARE LOST, OR WHICH ARE DAMAGED BY ANY CAUSE OTHER THAN THE CONTRACTOR'S NEGLIGENCE, WITHIN THE TIME, OR PERIOD OF TIME, SPECIFIED IN THE CONTRACT.
2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH OR DAMAGE CAN BE ATTRIBUTED TO THE CONTRACTOR'S NEGLIGENCE.
3. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE NOT SHOWN ON THE ORIGINAL DRAWING. RECORD DRAWINGS SHALL BE MARKED WITH THE FOLLOWING:

- M. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

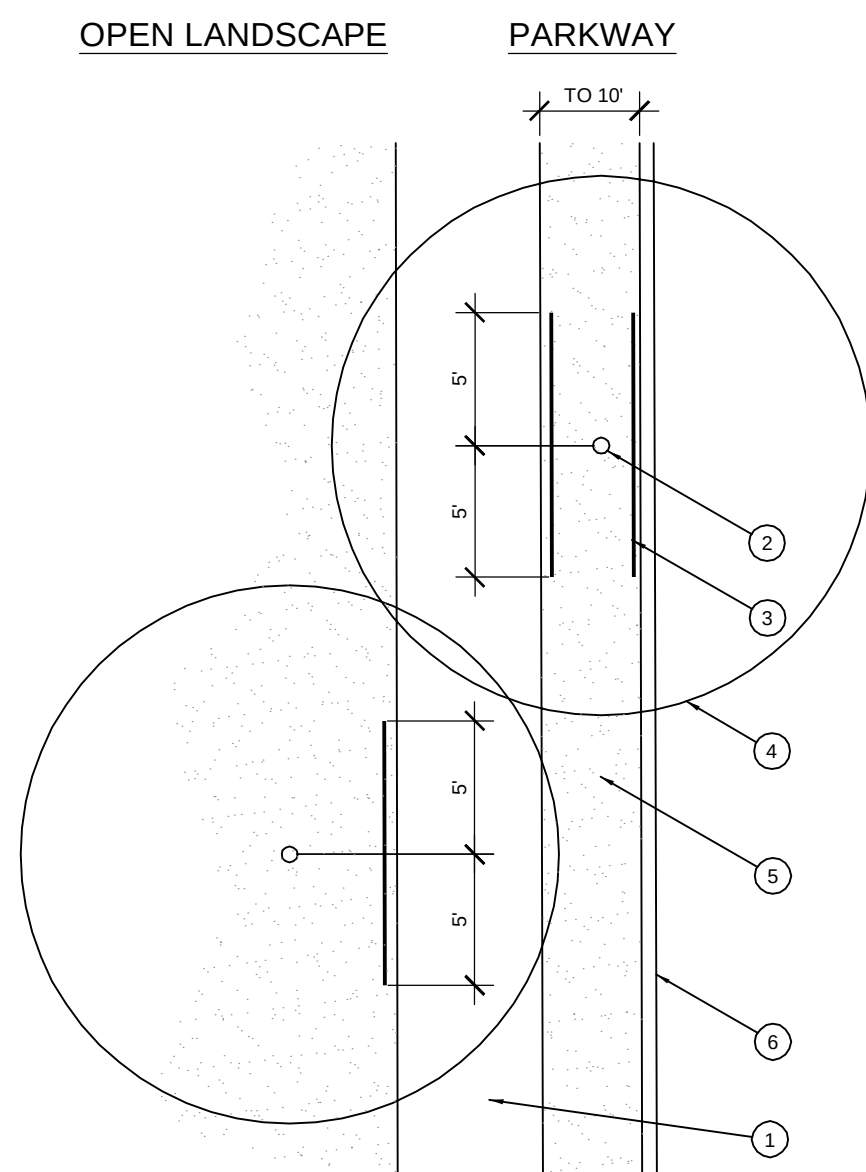


- ① ROLLED-TOP STEEL EDGING PER PLAN.
- ② TAPERED STEEL STAKES.
- ③ MULCH, TYPE AND DEPTH PER PLANS.
- ④ FINISH GRADE.

- NOTES:
- 1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
 - 2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE
 - 3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

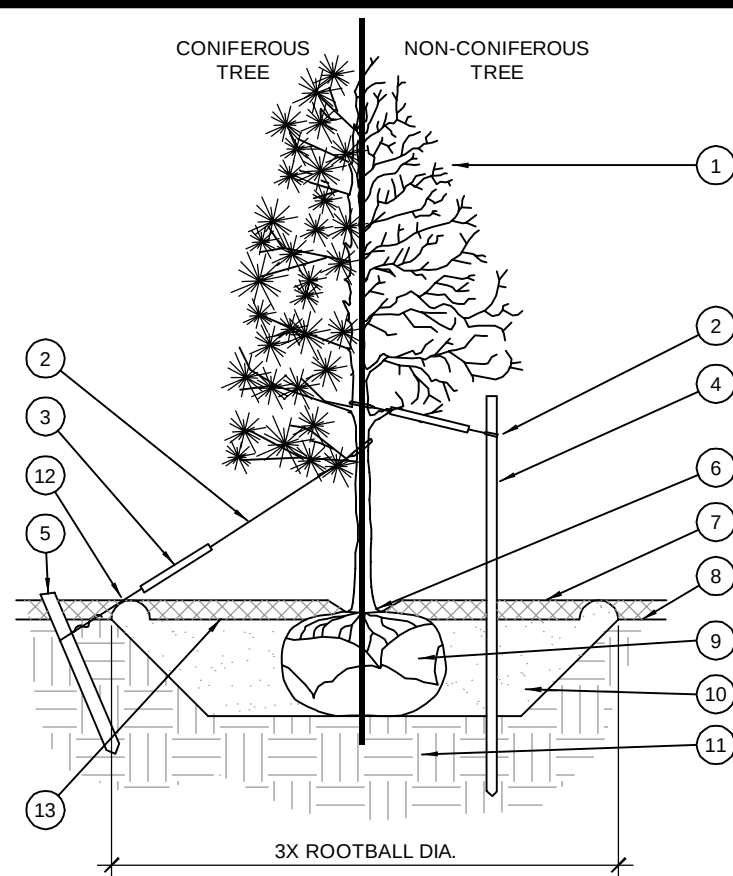
STEEL EDGING

SCALE: NOT TO SCALE



ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE



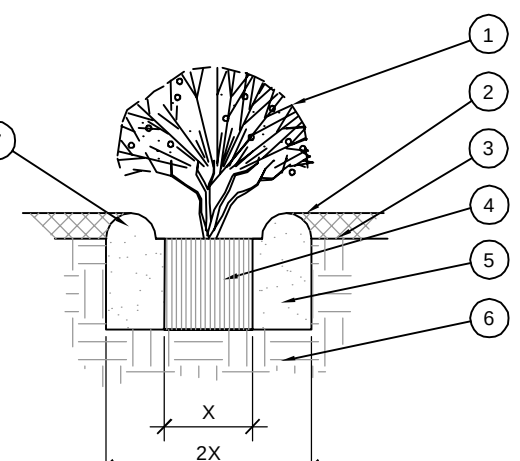
- 1 TRUNK CANOPY.
- 2 CROWN TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TIE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
- 3 24" X 34" X 3/4" C. MARKERS OVER WIRES.
- 4 GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- 5 PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- 6 TRUNK FLARE.
- 7 MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 5' OF TRUNK.
- 8 FINISH GRADE.
- 9 ROOT BALL.
- 10 BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- 11 UNDISTURBED NATIVE SOIL.
- 12 4" HIGH EARTHEN WATERING BASIN.
- 13 FINISH GRADE.

- NG

1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOTBALL. REMOVE EXCESS SOIL TO THE POINT SUCH THAT THE ROOTBALL REMAINS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2" - 4" ABOVE FINISH GRADE.
3. FOR 8&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. REMOVE REMAINING WIRE REMAINDER OF BASKET AFTER TREE SET IN HOLE. REMOVE NYLON, TWINE, ROPe, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP AROUND AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NAIL REMAINS FROM TREE AFTER SETTING TREE.
5. FOR TREES 3" BOX/2 1/2" CAL. AND LARGER, USE THREE STAKES OR DEADEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

7. TREE PLANTING

SCALE: NOT TO SCALE



- ① SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
- ② MULCH, TYPE AND DEPTH PER PLANS. PLACE MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
- ③ FINISH GRADE.
- ④ ROOT BALL.
- ⑤ BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- ⑥ UNDISTURBED NATIVE SOIL.
- ⑦ 3" HIGH EARTHEN WATERING BASIN.

SHRUB AND PERENNIAL PLANTING

SCALE: NTS

CORE STATES



GROUP

6500 Chipewawa Street Suite 200
St. Louis, MO 63109
Phone (314) 846-4320
Fax (314) 846-4325
E-Mail Pharmnet@core-erg.com

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CLIENT



THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORRE STATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

[illegible]

DOCUMENT
CIVIL
CONSTRUCTION
DOCUMENTS FOR
CHASE BANK
WAYZATA
SITE LOCATION
1022 WAYZATA
BOULEVARD E.,
WAYZATA, MN 55391

LANDSCAPE ARCHITECT SEAL

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED LANDSCAPE ARCHITECT UNDER
THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: Lawrance M. Lesser
TYPED NAME: LAWRENCE M. LESSER
DATE: 3/1/2019 LICENSE NUMBER: 56666

SHEET TITLE
PLANTING
DETAILS, SPECS

JOB #:	JPM.25533
DATE:	12-12-11
SCALE:	AS NOTED
DRAWN BY:	LML
CHECKED BY:	LML/RN
SHEET NO.	

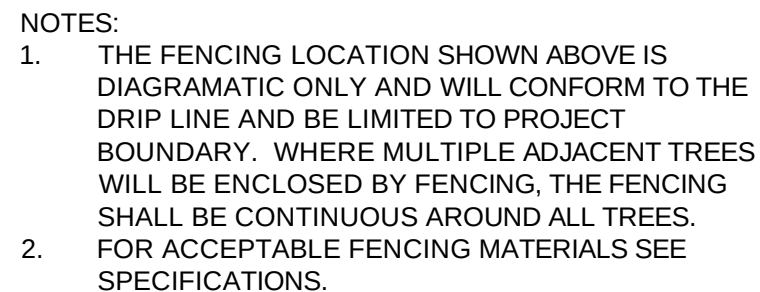
LP-2



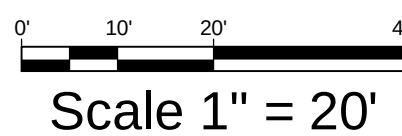
1. FENCING: 6 FOOT HIGH CHAIN LINK FENCING.
2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL

1. ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
2. EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.

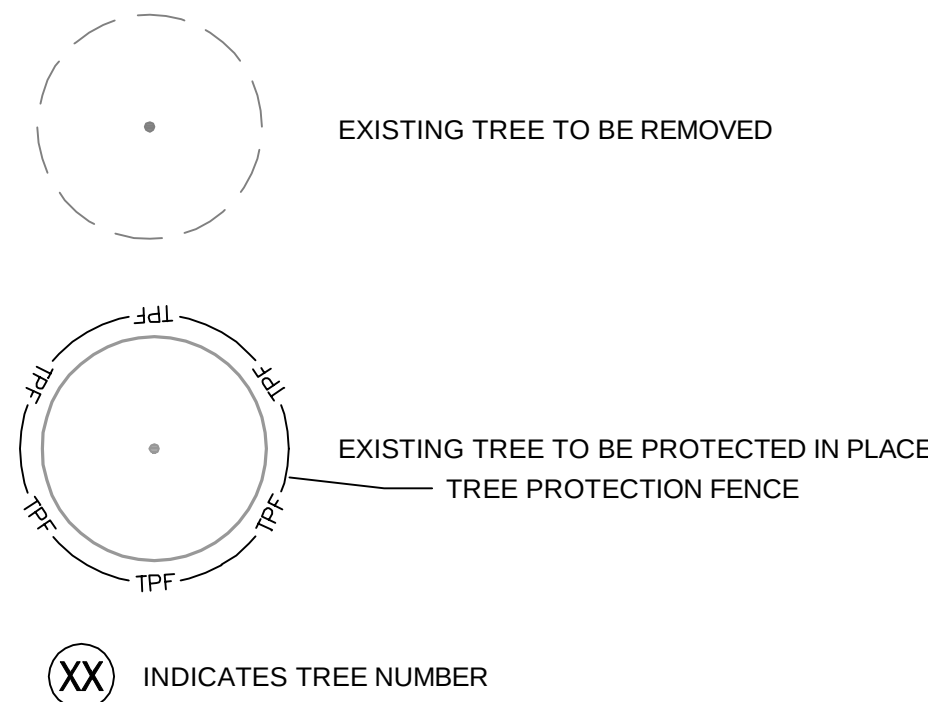
3. PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE ERECTED AND REPAIRED PRIOR TO THE INSTALLATION OF UNAVOIDABLE SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
4. PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
5. THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
6. THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. THE CHAIN LINK SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE CHAIN LINK TO THE POSTS TO HOLD THE CHAIN LINK IN A STABLE AND UPRIGHT POSITION.
7. WITHIN THE CRZ:
 - a. DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
 - b. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
 - c. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
 - d. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND THREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
 - e. DO NOT NAIL OR ATTACH TEMPORARY SIGNS, METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
 - f. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AREAS WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
8. ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
9. WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
10. THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL BOUNDS SHALL BE PAINTED WITH WOOD SEALER WITHIN 30 MINUTES.
11. REMOVE ALL TREES, SHRUBS OR WILDSHEDS TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
12. TREES DAMAGED OR KILLED DUE TO THE CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
13. ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
14. COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH MULCH, OR WEET BURLAP.
15. IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DURING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
16. WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT AND DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
17. WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
18. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.



SCALE: NOT TO SCALE

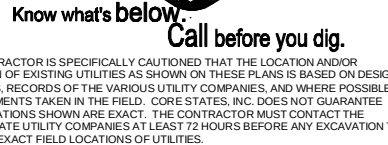


SCALE: NOT TO SCALE



TREE NO.	COMMON NAME	DBH	STATUS	REMARKS
01	BOXELDER	24"	SIGNIFICANT	PROTECT IN PLACE
02	ASH	22"	SIGNIFICANT	PROTECT IN PLACE
03	ASH	12"	SIGNIFICANT	PROTECT IN PLACE
04	BOXELDER	8"	NOT PROTECTED	PROTECT IN PLACE
05	ELM	8"	SIGNIFICANT	PROTECT IN PLACE
06	LOCUST	10"	SIGNIFICANT	REMOVE
07	LOCUST	16"	SIGNIFICANT	PROTECT IN PLACE

DOCUMENTS PREPARED BY CORESTATES, INC. INCLUDING THIS DOCUMENT, ARE TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SPECIFIC USER. NO WARRANTIES ARE MADE, AND NO EXTENSION OF USE TO ANY OTHER PROJECTS BY OWNER OR BY ANY OTHER PARTY, WITHOUT THE EXPRESSED WRITTEN CONSENT OF CORESTATES, INC. IS DONE UNLAWFULLY AND AT THE USER'S OWN RISK. IF USED IN A WAY OTHER THAN THAT SPECIFICALLY INTENDED, USER WILL HOLD CORESTATES, INC. HARMLESS FROM ALL CLAIMS AND LOSSES.

[illegible]

DOCUMENT
CIVIL
CONSTRUCTION
DOCUMENTS FOR
CHASE BANK
WAYZATA
SITE LOCATION
1022 WAYZATA
BOULEVARD E.,
WAYZATA, MN 55391

LANDSCAPE ARCHITECT SEAL

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED LANDSCAPE ARCHITECT UNDER
THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Lawrance M. Lesser
TYPED NAME: LAWRANCE M. LESSER
DATE: 3/1/2019 LICENSE NUMBER: 56666

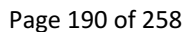
SHEET TITLE

TREE SURVEY

JOB #:	JPM.2553
DATE:	12-12-1
SCALE:	AS NOTE
DRAWN BY:	LM
CHECKED BY:	LML/R

SHEET NO.

TS-1

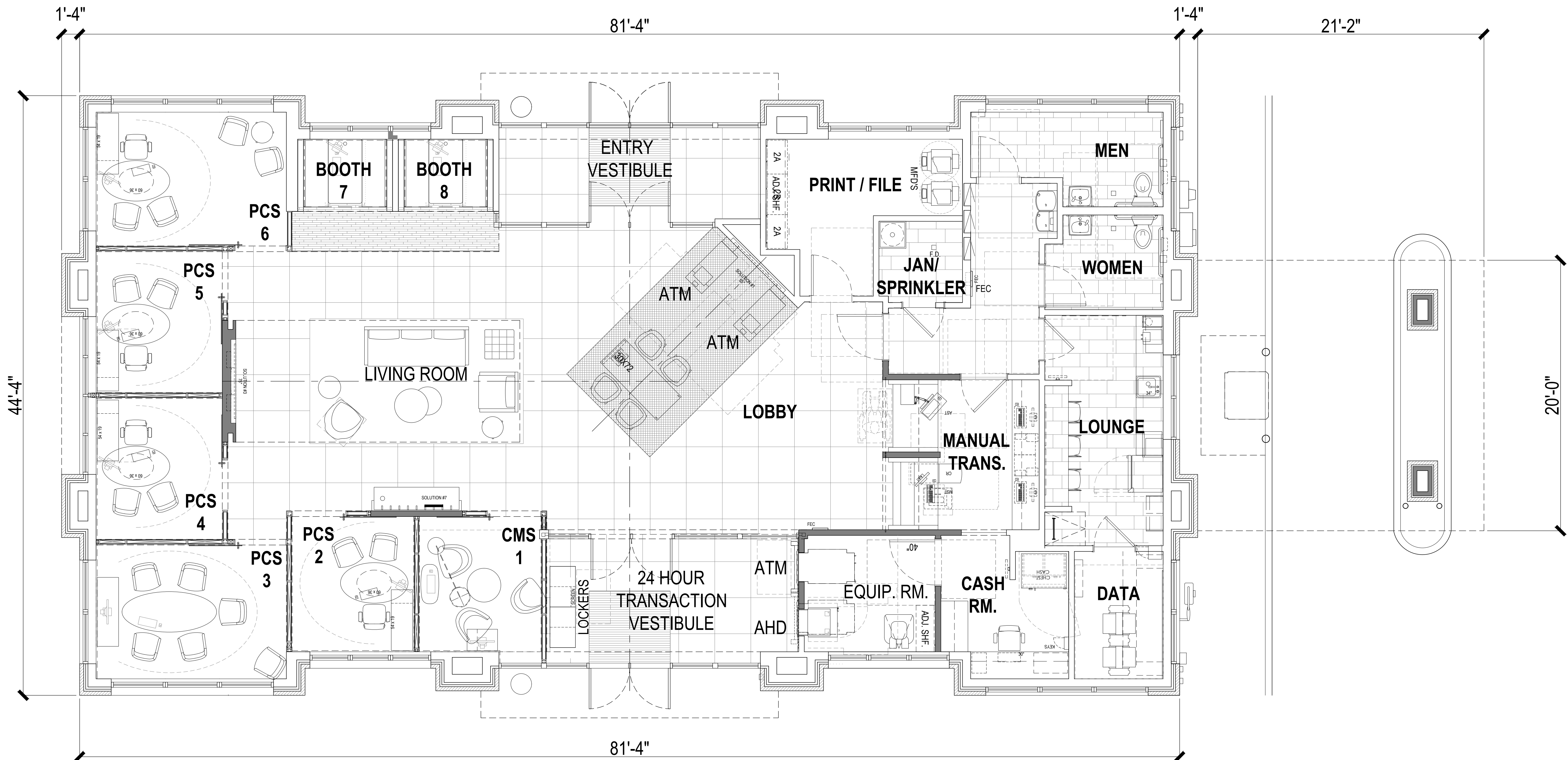


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ISSUE	DATE	DESCRIPTION
1	2018.11.29	ISSUE TO PLANNING BOARD
2	2019.01.23	PLANNING BOARD REV

PROJECT INFORMATION	
PROJECT NO:	JPM.25535
DATE:	01/23/2019
PROTOTYPE:	18.3
DRAWN BY:	E.HAWKES
CHECKED BY:	J.ZIETKIEWICZ
VERSION:	1.00

SHEET TITLE
FLOOR PLAN
SHEET NUMBER
FP-1

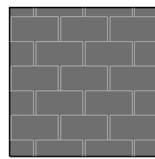




SOUTH ELEVATION



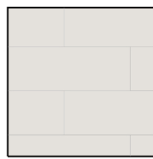
METAL
APPLICATION: CANOPY/TRIM
COLOR: LIMESTONE #3



ROOF
APPLICATION: ASPHALT SHINGLES
COLOR: WEATHERED WOOD



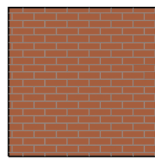
MULLIONS
APPLICATION: EXTERIOR MATERIAL
COLOR: ANNOZIZED ALUMINUM



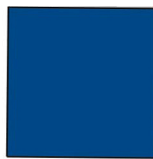
STONE - ST1
APPLICATION: SAVANNA STONE
COLOR: LIMESTONE #3



METAL
APPLICATION: CANOPY/TRIM
COLOR: BLUE



BRICK BR-2
APPLICATION: EXTERIOR
COLOR: TO MATCH ADJACENT
SHOPPING CENTER



AWNINGS
APPLICATION: AT WINDOWS
COLOR: CHASE BLUE

WAYZATA BLD. GLAZING	
TOTAL FACADE AREA	205,981 IN ²
TOTAL GLAZING (% OF FACADE AREA)	79,426 IN ² 38.56%
TOTAL TRANSPARENT GLAZING (% OF FACADE AREA)	57,425 IN ² 27.90%
TOTAL SPANDREL GLAZING (% OF FACADE AREA)	21,951 IN ² 10.66%



NORTH ELEVATION (WAYZATA BLVD. E.)



J.P. MORGAN CHASE
WAYZATA BLVD
1022 WAYZATA BLVD.
WAYZATA, MN 55391
CHASE OVP #38200P315515



CORE STATES
DESIGN P.C.

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DRAWN BY:	E.HAWKES
CHECKED BY:	J.ZIETKIEWICZ
VERSION:	1.00

SHEET TITLE

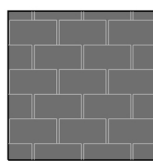
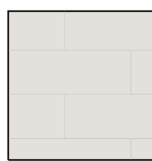
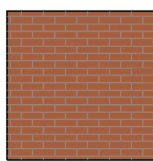
EXTERIOR ELEVATIONS

SHEET NUMBER

EL-1



EAST ELEVATION

						
METAL APPLICATION: CANOPY/TRIM COLOR: LIMESTONE #3	ROOF APPLICATION: ASPHALT SHINGLES COLOR: WEATHERED WOOD	MULLIONS APPLICATION: EXTERIOR MATERIAL COLOR: ANNOZIZED ALUMINUM	STONE - ST1 APPLICATION: SAVANNA STONE COLOR: LIMESTONE #3	METAL APPLICATION: CANOPY/TRIM COLOR: BLUE	BRICK BR-2 APPLICATION: EXTERIOR COLOR: TO MATCH ADJACENT SHOPPING CENTER	AWNINGS APPLICATION: AT WINDOWS COLOR: CHASE BLUE



WEST ELEVATION

CHASE
J.P. MORGAN CHASE
WAYZATA BLVD
1022 WAYZATA BLVD.
WAYZATA, MN 55391
CHASE OVP #38200P315515

CORE STATES
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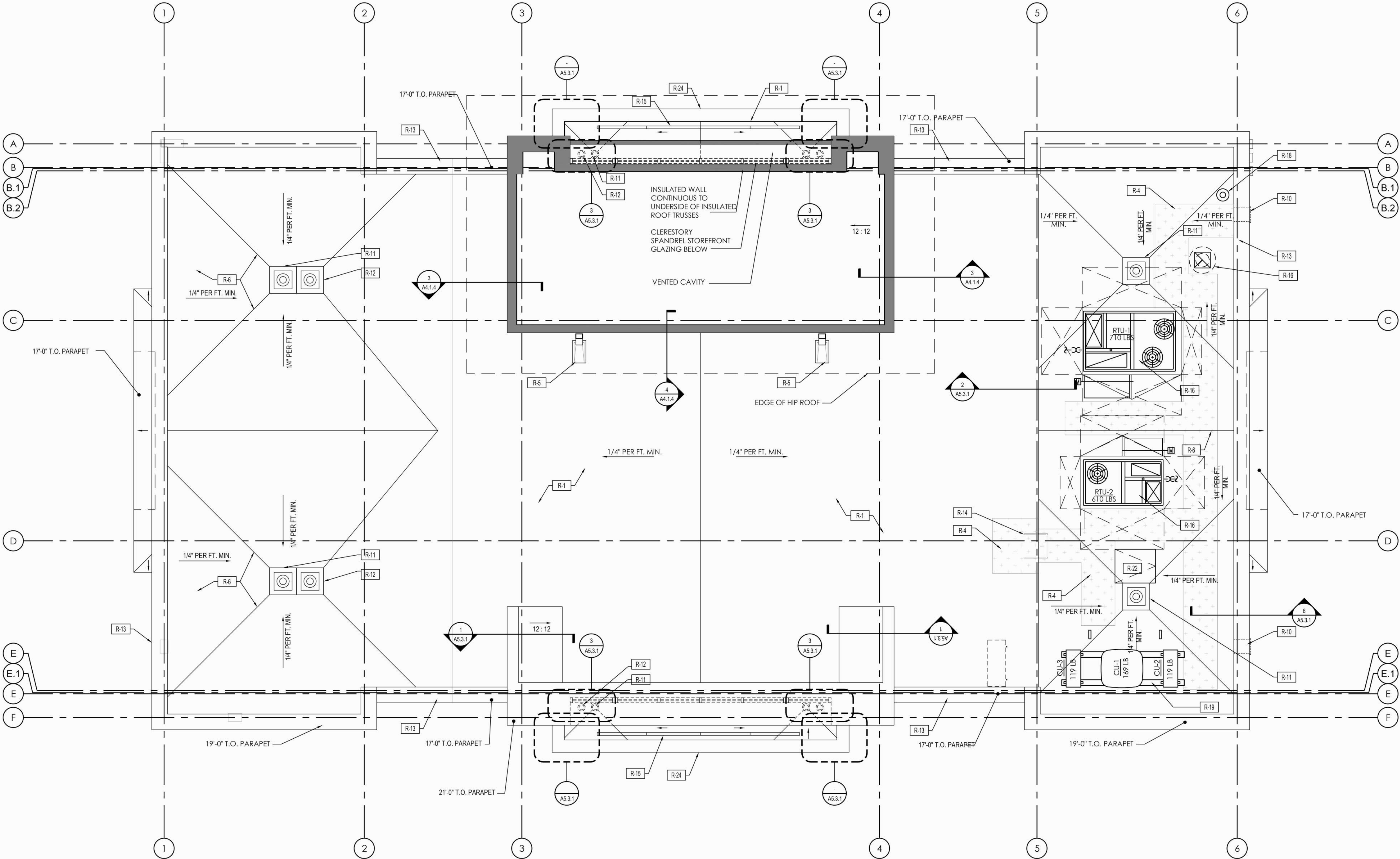
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CHECKED BY:	J.ZIETKIEWICZ
VERSION:	1.00

SHEET TITLE

EXTERIOR
ELEVATIONS

SHEET NUMBER

EL-2



ROOF PLAN NOTES		
R-1	LOW-SLOPE ROOFING: BLACK 60 MIL TPO ROOFING OVER RIGID INSULATION	
R-2	SHINGLE ROOFING: 30 YR ASPHALT SHINGLES	
R-3	SNOW GUARDS: SHOP-FABRICATED PRE-FINISHED METAL CLIPS COMPATIBLE WITH ROOFING AND SUBSTRATE. COLOR-MATCH TO FINISH ROOFING. REQUIRED ONLY AT ROOF EDGES OVER PEDESTRIAN WALKS IN REGIONS WITH SUBSTANTIAL SNOWFALL.	
R-4	ROOFING TRAFFIC PADS: SURFACE-ADHERED TEXTURED WALKWAY MATERIAL PER ROOFING MANUFACTURER SPECIFICATIONS TO ALL MECHANICAL EQUIPMENT	
R-5	SPLASH BLOCK: PRE-FABRICATED CONCRETE BLOCK WITH DRAINAGE CHANNEL. SET ON MIN 60 MIL ROOFING MATERIAL PAD OR BUILT-UP 60 MIL ROOFING LAYERS AS REQD. TO PREVENT PREMATURE WEARING OF THE PRIMARY ROOFING MEMBRANE	
R-6	FLAT ROOF DRAINAGE PLANES: INSTALL TAPERED INSULATION AS REQUIRED TO FORM RIDGES, VALLEYS, CRICKETS AND SADDLES AS REQUIRED TO ACHIEVE MINIMUM 1/4" PER FOOT PITCH OR MANUFACTURER'S MINIMUM PITCH REQUIREMENTS FOR THE APPLICATION, WHICHEVER IS GREATER. FORM SLOPES TO ELIMINATE THE POSSIBILITY OF PONDING	
R-7	ROOF VENTS: SHOP-FABRICATED PRE-FINISHED CORROSION-RESISTANT METAL CONVECTIVE VENTS WITH INSECT SCREENS. METAL SHALL BE COMPATIBLE WITH ROOFING AND SUBSTRATE. COLOR-MATCH TO FINISH ROOFING	
R-8	PIPE PENETRATION: PRE-FABRICATED WATER-TIGHT SURFACE-ADHERED ROOFING PORTAL COMPATIBLE WITH ROOFING MATERIAL	
R-9	GUTTER AND DOWNSPOUT SYSTEM: • SHOP-FABRICATED PRE-FINISHED ALUMINUM. REFER TO EXTERIOR ELEVATIONS FOR COLOR • 6" K-STYLE GUTTER ON CONCEALED ALUMINUM CLIP HANGERS AT 24" o.c. MAX. • CORRUGATED RECTANGULAR DOWNSPOUTS SIZED AS REQUIRED. WITH LEAF BASKETS • SECURE DOWNSPOUTS TO FACADE WITH PRE-FAB. ALUM. DOWNSPOUT BRACKETS AT 48" o.c. MAX.	
R-10	SCUPPER: WATER-TIGHT SHEET METAL THROUGH-WALL DRAINAGE CHANNEL. REFER TO DETAILS AS NOTED	
R-11	ROOF DRAIN: METAL DRAIN PAN AND BASKET ASSEMBLY WITH CLAMP RING SECURED WATER-TIGHT TO ROOFING MEMBRANE. REFER TO PLUMBING FIXTURE SCHEDULE	
R-12	OVERFLOW DRAIN: METAL DRAIN PAN AND BASKET ASSEMBLY WITH CLAMP RING SECURED WATER-TIGHT TO ROOFING MEMBRANE. REFER TO PLUMBING FIXTURE SCHEDULE	
R-13	PARAPET COPING SYSTEM: SHOP-FABRICATED PRE-FINISHED ALUMINUM. REFER TO WALL SECTIONS FOR DETAILS AND EXTERIOR ELEVATIONS FOR COLOR	
R-14	ROOF LADDER: REFER TO DETAILS AS NOTED	
R-15	LIGHT FIXTURE: SURFACE-MOUNT ELECTRICAL UPLIGHT FIXTURE SECURED TO BLOCKING OVER ROOFING MEMBRANE. REFER TO LIGHT FIXTURE SCHEDULE AND WALL SECTIONS	
R-16	MECHANICAL EQUIPMENT: VENTILATION UNIT, PACKAGED ROOFTOP HEATING AND COOLING UNIT OR SPLIT-SYSTEM A/C UNIT MOUNTED TO SHOP-FAB. VIBRATION-ISOLATING RAIL OR INSULATED CURB UNIT. LAP FLASH WATER-TIGHT TO ROOFING MEMBRANE	
R-17	NOT USED	
R-18	PLUMBING STACK VENT: PVC SIZED AS REQD. WITH PRE-FABRICATED COMPATIBLE FLASHING BOOT ADHERED TO ROOF MEMBRANE. EXTEND VENT TO ALIGN WITH ADJACENT PARAPET COPING AND PROVIDE LATERAL BRACING AS REQD.	
R-19	SURFACE-MOUNT MECHANICAL PIPING: GAS AND REFRIGERANT PIPING SUPPORTED ON ROOFING BY B-LINE DURA-BLOK PRE-FAB. RUBBER-BASE GALVANIZED STEEL UNISTRUT PIPE SUPPORTS AT 8'-0" o.c. MAX.	
R-20	SURFACE-MOUNT SIGNAGE EQUIPMENT ENCLOSURE: WATER-TIGHT SHOP-FABRICATED METAL SIGNAGE ENCLOSURE BY SIGN VENDOR. SECURE TO BACKSIDE OF PARAPET WALL WITH MINIMAL PENETRATIONS OF ROOFING MEMBRANE. PROVIDE PERIMETER WATER-TIGHT SEALANT COMPATIBLE WITH ROOF MEMBRANE	
R-21	NOT USED	
R-22	SCUTTLE: PRE-FAB. INSULATED ROOF SCUTTLE WITH RETRACTABLE SAFETY POST. FLASH WATER-TIGHT TO ROOFING MEMBRANE. PROVIDE CARABINER THROUGH LATCH	
R-23	NOT USED	
R-24	ALUMINUM COMPOSITE MATERIAL (ACM) FASCIA	

CHASE

J.P. MORGAN CHASE
WAYZATA BLVD
1022 WAYZATA BLVD.
WAYZATA, MN 55391
CHASE OVP#38200F315515

CORE STATES
DESIGN P.C.

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PROTOTYPE:	18.3	
DRAWN BY:	E.HAWKES	
CHECKED BY:	J.ZIETKIEWICZ	
VERSION:	1.00	

SHEET TITLE

ROOF PLAN

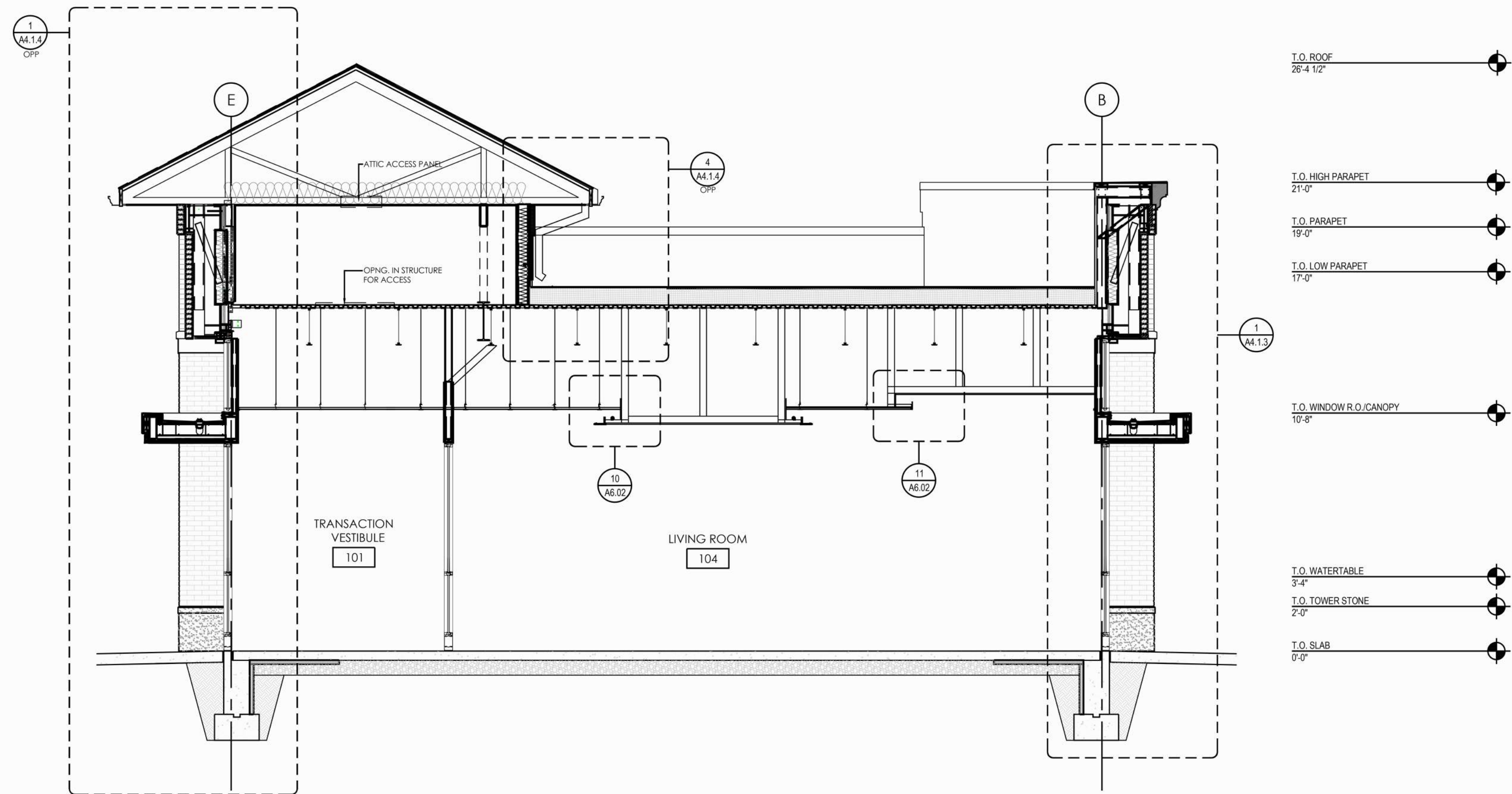
SHEET NUMBER

RP-1

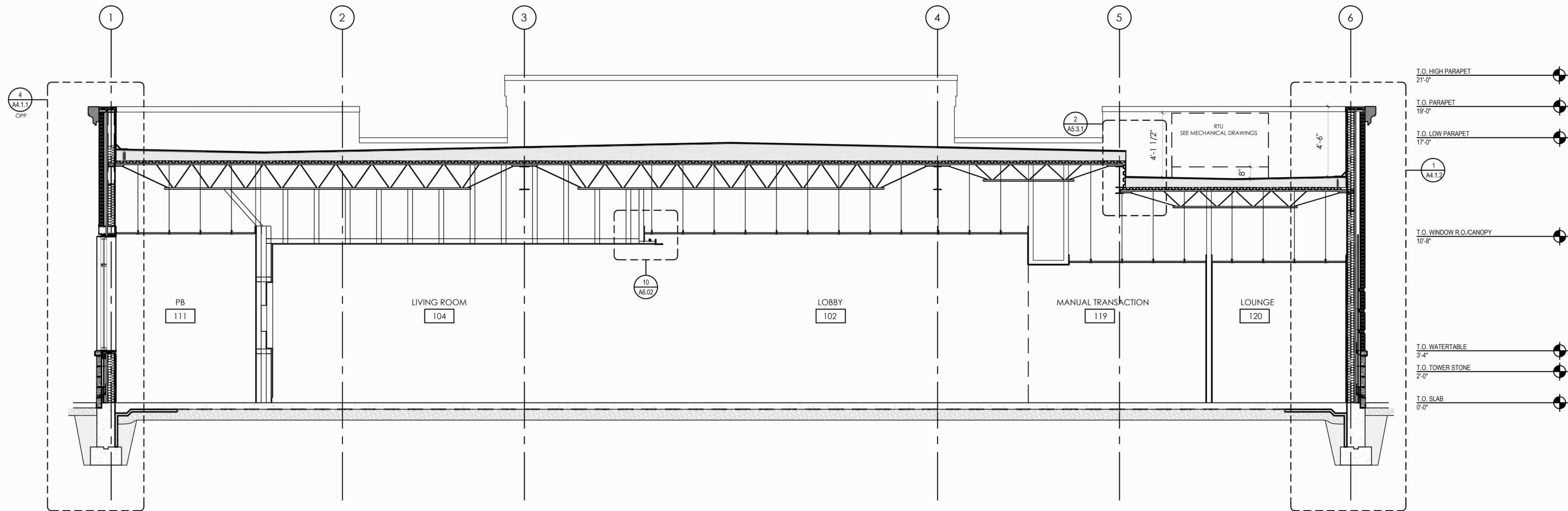
1
A1.3.1

ROOF PLAN
1/4" = 1'-0"





2 BUILDING SECTION
A4.0 1/4" = 1'-0"



1 BUILDING SECTION
A4.0 1/4" = 1'-0"

CHASE
J.P. MORGAN CHASE
WAYZATA BLVD
1022 WAYZATA BLVD.
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SHEET TITLE

BUILDING SECTIONS

SHEET NUMBER

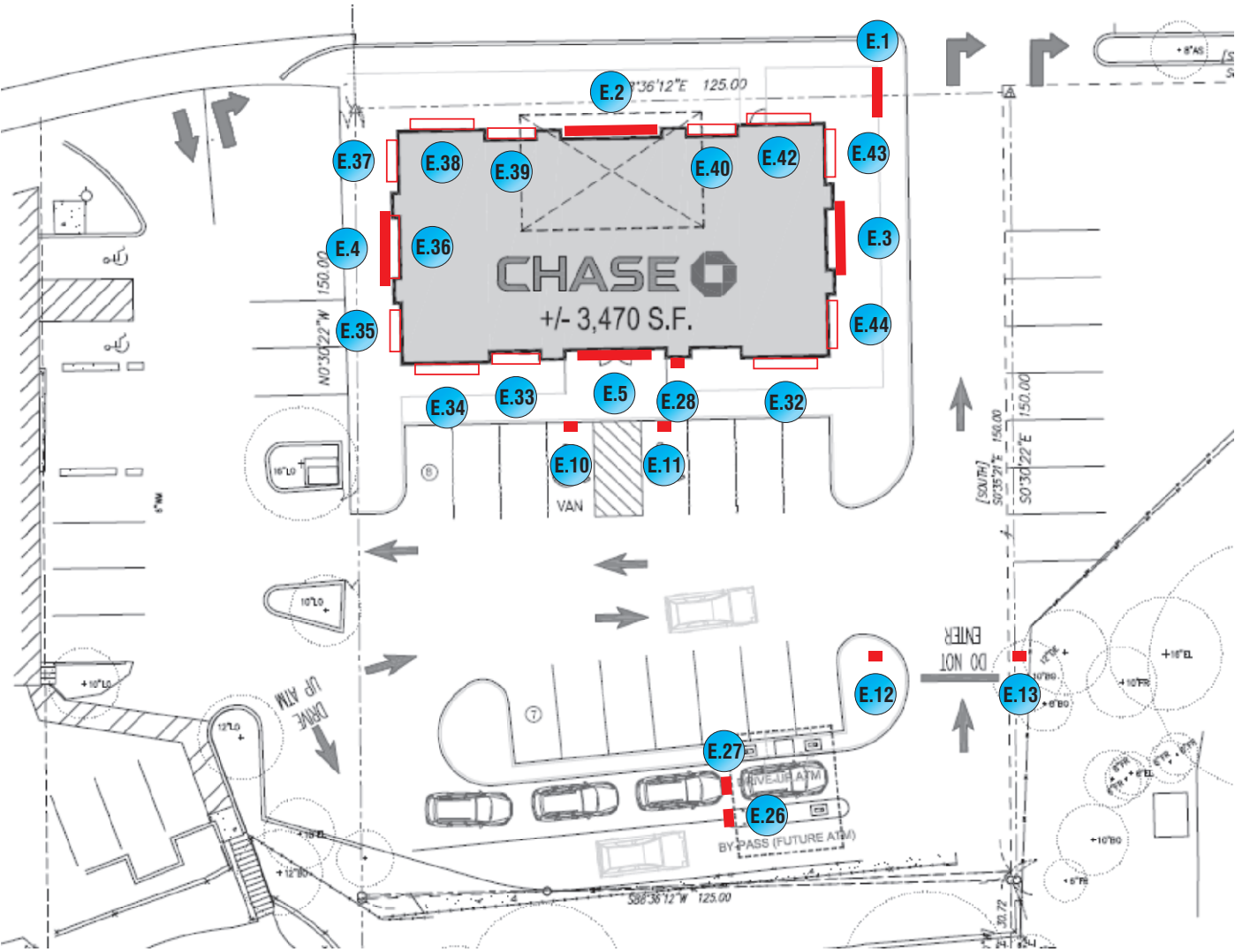
S-1

EXTERIOR SIGN LEGEND - ALLOWED

Elevation	Sign No.	Sign Type	Description	Sq.Ft.
	E.1	CUSTOM M-25-RE*	Illuminated Monument Sign - Brick Base	25
North	E.2	LIF-WBO-30	30" White Channel Letters and Logo	41.02
East	E.3	LIF-WBO-24	24" White Channel Letters and Logo	26.32
West	E.4	LIF-WBO-24	24" White Channel Letters and Logo	26.32
South	E.5	LIF-WBO-24	24" White Channel Letters and Logo	26.32
	E.6	NONE	REMOVED FROM SCOPE OF WORK	
	E.7	NONE	REMOVED FROM SCOPE OF WORK	
	E.8	NONE	REMOVED FROM SCOPE OF WORK	
	E.9	NONE	REMOVED FROM SCOPE OF WORK	
	E.10	TC-P-ADA-MN-V-RE	Post Mount Handicap Stall Sign - Van Accessible	
	E.11	TC-P-ADA-MN-RE	Post Mount Handicap Stall Sign	
	E.12	DOT-DNE	Post Mount Do Not Enter Sign	
	E.13	DOT-DNE	Post Mount Do Not Enter Sign	
	E.14	NONE	REMOVED FROM SCOPE OF WORK	
	E.26	TC-CL-W	Clearance Sign	
	E.27	DU-C	Lane Designator	
	E.28	CPC-EWP-SF-28-RE	28" CPC S/F Entrance Wall Plaque	
	E.32	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.33	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.34	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.35	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.36	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.37	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.38	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.39	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.40	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.42	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.43	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	
	E.44	CUSTOM AWN-WU-S	Non-Illuminated Sunbrella Awning - Window Mount	

*FINAL LOCATION TO BE CONFIRMED VIA CIVIL ENGINEERING REPORT
& VERIFIED BY FIELD SURVEY

Total Proposed Sq Ft	144.98
Total Allowable Sq Ft	150
Difference	5.02



SITE PLAN SCALE: 1/32"=1'-0"



Signtech™

4444 Federal Blvd. San Diego CA 92102
Phone: (619) 527-6100 / Fax: (619) 527-6111
signtech.com



JP Morgan Chase Bank
#38200P315515

Wayzata
1022 Wayzata Blvd E.
Wayzata, MN 55391

Initial Date: 12/17/18
Salesperson: Arthur Navarro
Coordinator: Tracey Pichierri
Designer: Andrew Sena
Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY, COLORS & SIZES

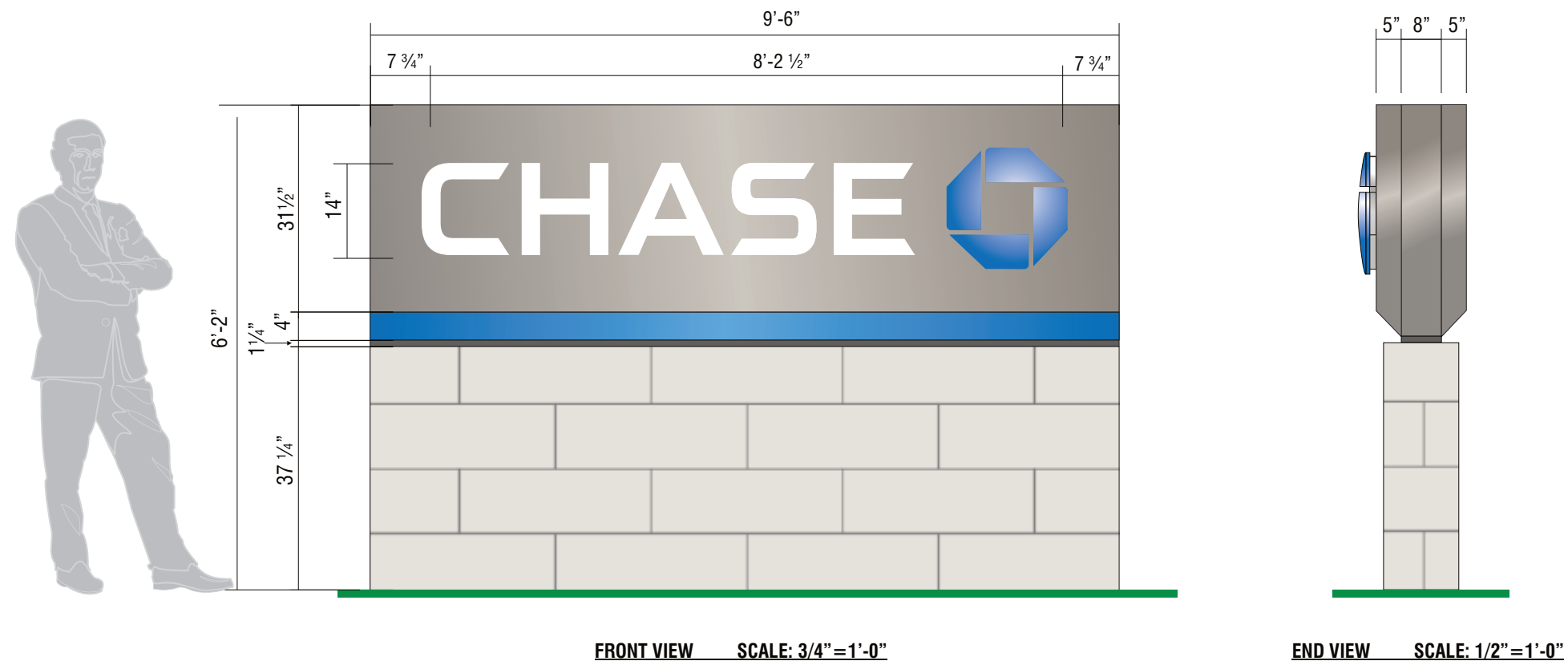
Signtech does NOT provide primary
electrical to sign location -
RESPONSIBILITY OF OTHERS!

Customer Signature _____ Date _____
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Drawing Number: 18-02197

Project ID: CHASE_38200P315515_1

Sign Legend / Site Plan



E.1 SIGN TYPE CUSTOM M-25-RE BRICK BASE - TO MATCH BUILDING BRICK
MANUFACTURE AND INSTALL ONE (1) INTERNALLY ILLUMINATED D/F MONUMENT SIGN



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JP Morgan Chase Bank
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Wayzata
1022 Wayzata Blvd E.
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Initial Date: 12/17/18
Salesperson: Arthur Navarro
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Scale: As noted

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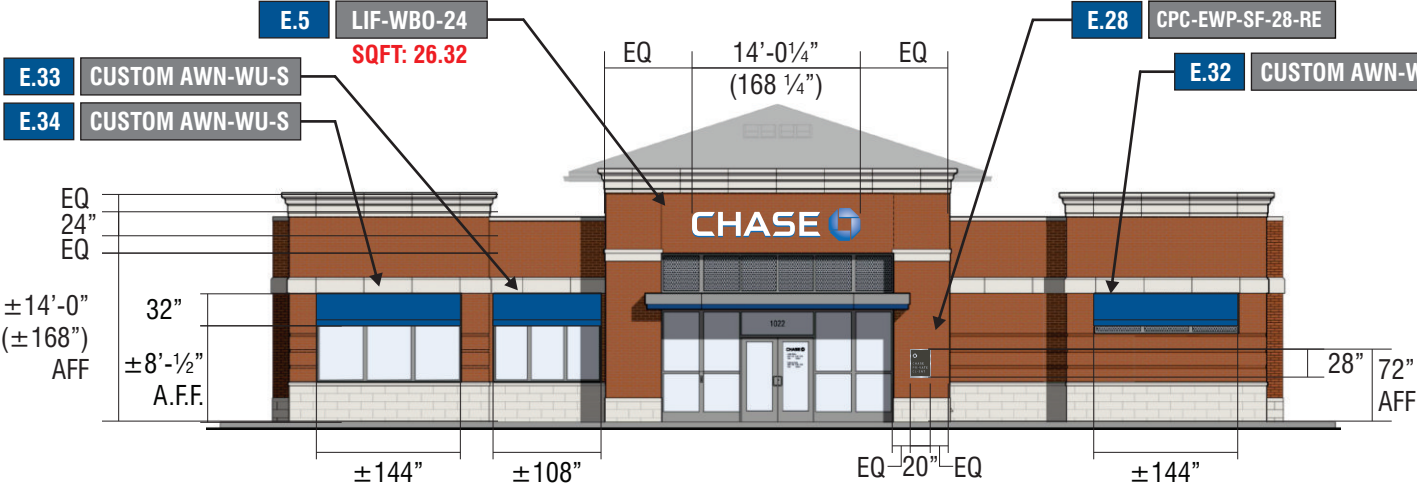
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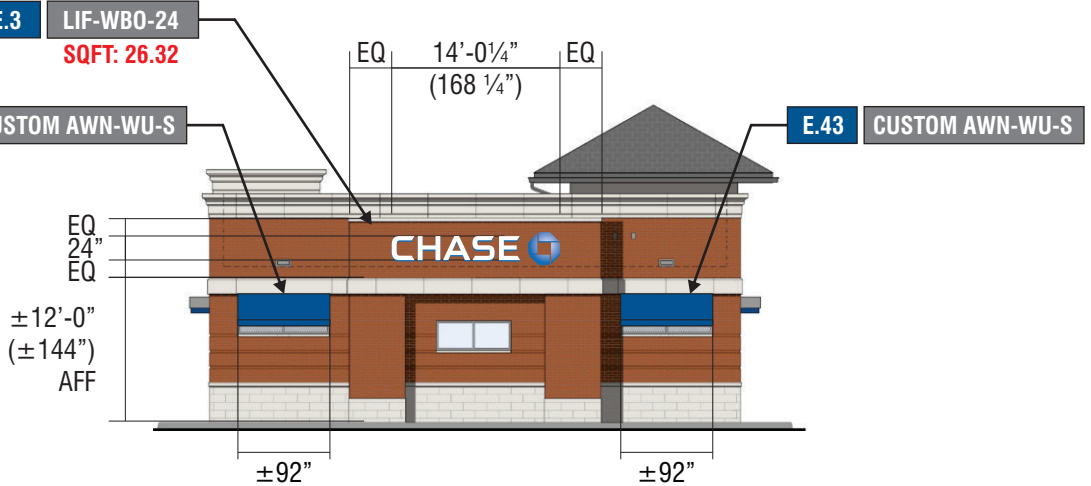
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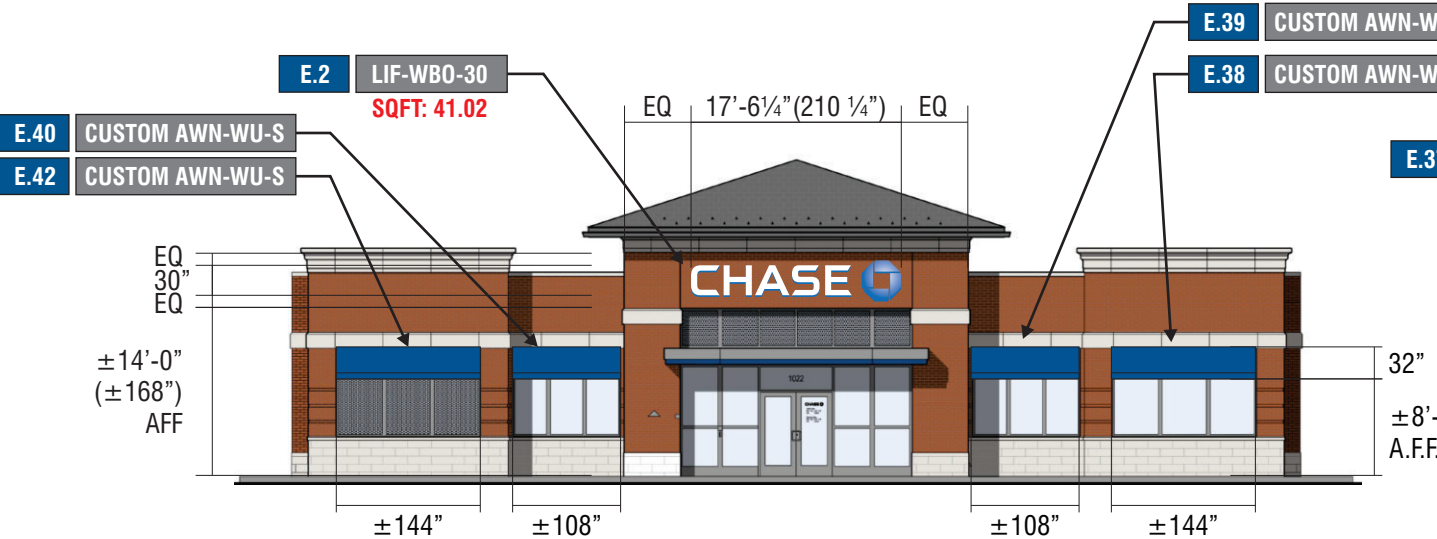
SIGNAGE OVERVIEW



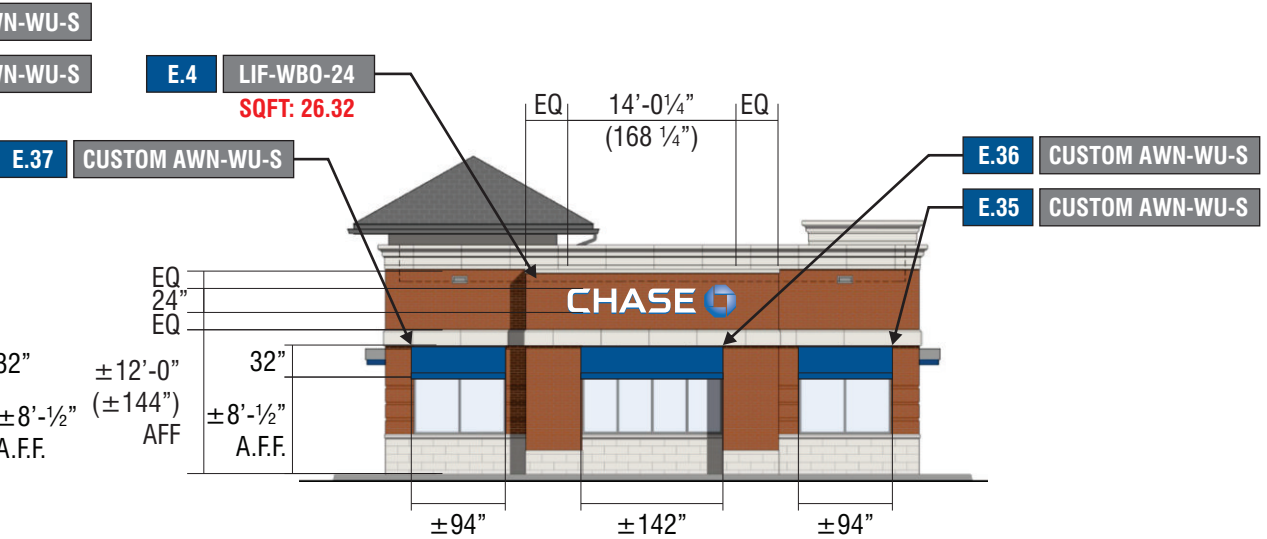
SOUTH ELEVATION SCALE: 1/16"=1'-0"



EAST ELEVATION SCALE: 1/16"=1'-0"



NORTH ELEVATION SCALE: 1/16"=1'-0"



WEST ELEVATION SCALE: 1/16"=1'-0"



Signtech™

4444 Federal Blvd. San Diego CA 92102
Phone: (619) 527-6100 / Fax: (619) 527-6111
signtech.com



JP Morgan Chase Bank
#38200P315515

Wayzata
1022 Wayzata Blvd E.
Wayzata, MN 55391

Initial Date: 12/17/18
Salesperson: Arthur Navarro
Coordinator: Tracey Pichierri
Designer: Andrew Sena
Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY, COLORS & SIZES

Signtech does NOT provide primary
electrical to sign location -
RESPONSIBILITY OF OTHERS!

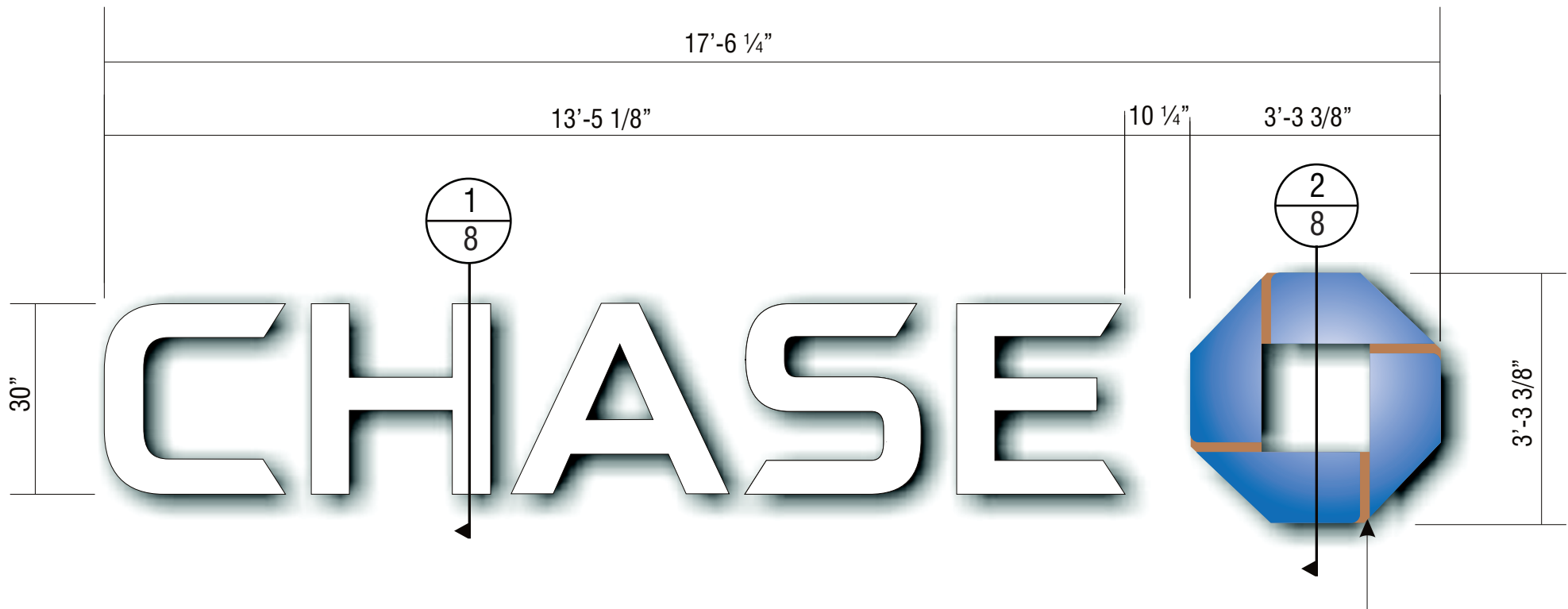
Customer Signature _____ Date _____
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Drawing Number: 18-02197

Project ID: CHASE_38200P315515_1

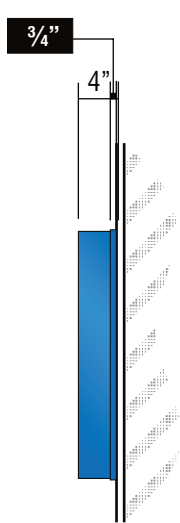
Exterior Elevations

R5 - 02.12.19

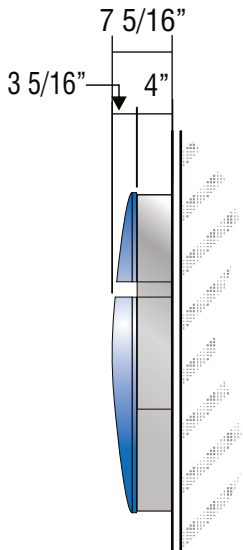


FRONT VIEW

SCALE : 1/2" = 1'-0"



ENDVIEW
OF LETTER
SCALE : 1/2" = 1'-0"



ENDVIEW
OF LOGO
SCALE : 1/2" = 1'-0"

E.2

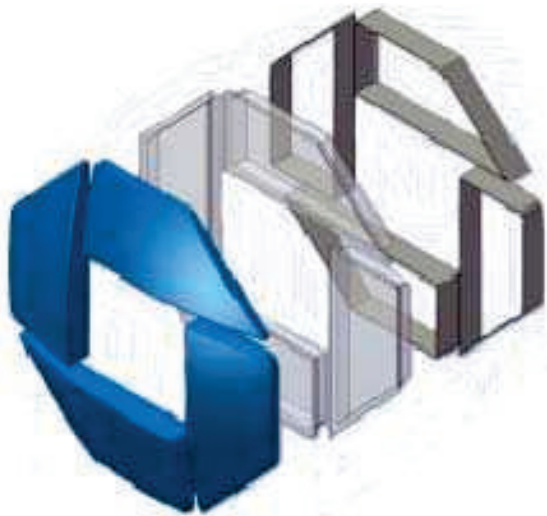
SIGN TYPE LIF-WBO-30

MANUFACTURE AND INSTALL ONE (1) SET OF INTERNALLY-ILLUMINATED CHANNEL LETTERS

LETTERS:
FACE: .177" ARISTECH #7328 P-95 WHITE PLEX (MATTE SIDE TO BE 1ST SURFACE) CHEM WELDED TO RETURNS
RETURNS: 0.118" x 4" DEEP ARISTECH #6046 BLUE WITH 3635-70 DIFFUSER VINYL ON 2ND (INTERIOR) SURFACE.
BACKS: .080" ALUM BACK WITH 3/4" x .080" OUTSIDE ALUM RETURN AND 1/2" x 1/8" ALUM ANGLE CLIPS ON INTERIOR OF LETTER FOR FACE ATTACHMENT
PAINT: EXTERIOR PAINTED MATTHEWS MP-00366 CHASE BLUE SEMI-GLOSS FINISH (60-70 UNITS) AND INTERIOR PAINTED SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
ILLUMINATION: SLOAN PRISM 7100K #701269-7WSJ1-MB WHITE LEDs AND SLOAN POWER SUPPLY REQUIRED FOR PROPER EVEN ILLUMINATION.

LOGO:
BACKS: .080" ALUM BACK WITH STACK WELDED 4" x .080" ALUM RETURNS.
LOGO CAN FACE: .080" ALUM BRIDGE ELEMENTS WELDED TO INSIDE & OUTSIDE RETURNS
PLEX FACE: .118" THERMO FORMED ARISTECH #6046 BLUE LOGO ELEMENTS CHEM WELDED TO 3/4" CLEAR PLEX 2ND SURFACE FACES.
PAINT: EXTERIOR PAINT MATTHEWS "CHASE NICKEL" #MP-19891 GLOSS FINISH AND INTERIOR PAINTED SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
ILLUMINATION: SLOAN PRISM #701269-BLSJ1-MB BLUE LEDs AND SLOAN POWER SUPPLY AS REQUIRED FOR PROPER EVEN ILLUMINATION

ELECTRICAL REQUIREMENTS FOR LED ILLUMINATION
As required by standard #2161 , Signtech Electrical Advertising, Inc., exclusively uses secondary Ground fault-Interrupted (GFI) transformers.
Each Sign MUST have: - A dedicated branch circuit
- Three wires : Line, Ground, and Neutral.
- Wire Size : Min 12 GA THHN Copper Wire.
NOTE: The gauge of the wire is dictated by the length of the run & amperage as per NEC Article 600.
- The ground wire must be continuous & go from the sign to the panelboard ground bus.



3D VIEW OF OCTAGON



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RESPONSIBILITY OF OTHERS!

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Drawing Number: 18-02197

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Design Review Critique - Updated
1022 Wayzata Blvd E – Chase Bank
March 18, 2019

	Comments	Compliance
Building Recesses		
<u>909.06.A.1 – All Districts</u> Building facades shall be articulated through the use of pilasters and/or recesses that create visible shadow lines and dimensions especially on the street level	The proposed building includes recesses and variation in building lines to create visible shadow lines and dimension, and to provide articulation of the building façade along Wayzata Blvd.	Yes
<u>909.06.A.2 – All Districts</u> Street level landscaped courtyards, outdoor seating areas and gathering areas shall be incorporated into building and site plan design.	The site plan include landscaping along the front of the building with trees and shrubs.	Yes
Building Width		
<u>909.07.A – New Buildings – All Districts</u> In order to reduce the scale of longer façades and to eliminate the long horizontal expressions of buildings, divisions or breaks in materials shall be included and at least three of the following design strategies shall be incorporated into the design: 1. Window bays 2. Special treatment at entrances 3. Variations in roof lines or parapet detailing 4. Awnings 5. Building setbacks or articulation of the facade 6. Rhythm of elements	The proposed building includes variations in roof lines, building setbacks and articulation, and a rhythm of elements.	Yes

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1022 Wayzata Blvd E – Chase Bank

March 18, 2019

Upper Story Setbacks			
<u>909.08.A.1 – New Buildings – All Districts</u> Building height shall conform to the height of the applicable zoning district. Where three (3) story buildings are permitted, the third (3 rd) story must be recessed from all façades fronting public right of ways at least a distance equal to the vertical distance of the 3 rd story height from the second (2 nd) floor footprint, or an average of ten (10) feet across the facade, but no portion of the 3 rd story structure shall be closer than six (6) feet to the 2 nd story façade. The 3 rd story façade shall be designed with railings, pillars, dimensional windows, building recesses or other similar design techniques to break up the 3 rd story façade.		This section is not applicable as the proposed building is one story in height.	Not Applicable
<u>909.08.A.2 – New Buildings – All Districts</u> The façades fronting public right-of-ways of every two and three story building, longer than sixty (60) feet, must have a recessed second story of approximately twenty-five percent (25%) of the façade's length, setting back a minimum of six (6) feet from the face of the first floor façade. The required third floor setback must follow the frontal plane of the second story setback.		This section is not applicable as the proposed building is one story in height.	Not applicable
<u>909.08.A.3 – New Buildings – All Districts</u> Wintertime sun orientation, solar access, and views of Lake Minnetonka are significant issues within the Design Districts. Building height should not negatively and significantly impact neighboring properties.		The building height of the building is 21 feet to the top of the highest parapet and 26.3 feet to the top of the ridge of the partial hipped roof. The proposed building is less than the maximum height in the zoning district and meets all setback requirements.	Yes

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Roof Design			
<u>909.09.A – All Districts</u> “Green” roofs, roof garden terraces, arbors and other similar structures are encouraged on roofs of building.	The project does not include a green roof.		Not Applicable
<u>909.09.B.1 – Roof Materials – All Districts</u> The roof material for all sloped roofs in all districts shall be slate, untreated copper, pre-finished metal, cedar shake or asphalt shingle in dark colors.	The building includes both a flat roof and sloped roof. The sloped roof would consist of asphalt shingles in a dark color.		Yes
<u>909.09.B.2 – Roof Materials – All Districts</u> The roof material for all flat roofs in all districts shall be treated synthetic membrane or other similar material in dark colors.	The building includes both a flat roof and sloped roof. The flat roof would consist of a black synthetic membrane.		Yes
Screening of Rooftop Equipment			
<u>909.10.B – Wayzata Blvd District</u> All mechanical equipment shall be completely screened behind a parapet wall, so as not to be visible from adjacent properties and pedestrian view vantage points from adjacent sidewalks. No enclosure shall be larger than 25% of the roof area.	The mechanical equipment would be located on the roof deck and screened on all sides by the parapet walls.		Yes

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1022 Wayzata Blvd E – Chase Bank
March 18, 2019

	Comments	Compliance
Facade Transparency		
<u>909.11.D – Wayzata Blvd District</u> No less than fifty percent (50%) of ground level façades for buildings containing commercial or office uses fronting Wayzata Blvd shall be transparent glass.	The building elevation along Wayzata Blvd would consist of only 27.9% transparent glass.	No. The applicant is requesting a design deviation.
Ground Level Expression		
<u>909.12 – All Districts</u> In multi-story buildings, the ground floor shall be distinguished from the floors above by the use of at least three of the following elements: 1. An intermediate cornice line 2. A difference in building materials or detailing 3. An offset in the façade 4. An awning, trellis, or loggia 5. Arcade 6. Special window lintels 7. Brick/stone corbels	This section is not applicable as the proposed building is one story in height.	Not Applicable
Entries		
<u>909.13 – All Districts</u> The front facade of all buildings shall be landscaped with window boxes or planters with seasonally appropriate plantings. The main entries shall face the primary street at sidewalk grade.	The front façade of the building includes landscaped planters. There is a main entry located on Wayzata Blvd at sidewalk grade.	Yes

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<u>909.14.A – Primary Opaque Surfaces – All Districts</u> Other than the accent materials listed in Section 909.14.G, ninety percent (90%) of the non-glass surfaces of each elevation of the exterior building façade shall be composed of one or more of the following materials: 1. Brick 2. Stone 3. Cast stone 4. Factory finished and certified wood, including, but not limited to: a. Wood shingles (cedar shingles six (6) inch maximum exposure) b. Lap-siding (six (6) inch maximum width) 5. Stucco		The exterior building materials consist entirely of brick and cast stone.	Yes
<u>909.14.B – Façade Coverage – All Districts</u> The primary opaque surface materials of all free standing buildings must be the same on all facades of the building.		The same materials – brick and cast stone – are used on all four sides of the building.	Yes
<u>909.14.C – Type of Brick – All Districts</u> On all facades of a free-standing building where brick is used, full course modular, Roman, Norman or other standard size brick must be used.		The proposed brick will be a modular size.	Yes

Design Review Critique - Updated

1022 Wayzata Blvd E – Chase Bank

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<u>909.14.D – Façade Detail – All Districts</u> 1. Brick and/or stone façades shall be well detailed and dimensionally designed in order to avoid fractional cuts and odd pieces. All outside brick corners must be full bricks (custom if necessary), with no mitering, forming continuous vertical joints. 2. The narrow face of an exposed stone butt joint, at corners, must be a minimum dimension of two (2) inches. Mitered and quirked stone corners are also acceptable.	Final construction documents will be dimensioned to avoid as much as possible fractional cuts of brick. All outside corners will be laid using full bricks; mitering will not be allowed. The minimum size/thickness of the cast stone will be 2 inches.	Yes
<u>909.14.E – Brick Joints – All Districts</u> 1. The mortar for brick must be dark grey or in the color range of the brick. All joints must be concave or 'v' joint. No mortar may be used beyond the face of the brick. 2. All brick walls must be built to avoid efflorescence	The proposed brick mortar color will be dark grey, and all mortar joints will be struck concave.	Yes
<u>909.14.F – Stone Joints – All Districts</u> Stone joints shall be no larger than one-fourth (1/4) inch.	The joints for the cast stone will be 1/4" thick.	Yes

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1022 Wayzata Blvd E – Chase Bank

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<u>909.14.G – Accent Materials – All Districts</u> Only the following materials may be used for lintels, sills, cornices, bases, and decorative accent trims, and must be no more than 10 percent (10%) of the non-glass surfaces of each elevation of the exterior building façade: 1. Stone 2. Cast stone 3. Copper (untreated) 4. Rock faced stone 5. Aluminum or painted steel structural shapes 6. Fiber cement board 7. Premium grade wood trim with mitered outside corners. Examples of premium grade wood are cedar, redwood, and fir. 8. EIFS	The accent material used for the base, window sills, and accent trim is cast stone.	Yes
<u>909.14.H - Parapets, Flashing, Coping – All Districts</u> 1. Only the following materials may be used for parapets, flashing and coping: a. copper (untreated) b. brick c. stone d. cast stone e. premium grade wood. 2. Pre-finished, painted .032 aluminum may only be used as a standard parapet coping with a maximum exposed edge of five (5) inches.	The parapet walls would be constructed of brick and cast stone.	Yes

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<u>909.14.I – Awnings – All Districts</u> 1. Only the following types of awnings may be used: a. Fabric awnings of a heavy canvas in dark solid colors or other colors that are approved as part of the design review process b. Highly detailed, ornate metal in dark colors c. Glass awnings 2. Backlit awnings are prohibited. 3. Awnings with text or graphic material may be permitted but require approval via the sign permit process of the Zoning Ordinance.	The proposed building includes blue awnings on the north and south elevations that are made of heavy canvas.	Yes
<u>909.14.J – Balconies – All Districts</u> Balconies shall be accessible and useable by persons. Fake or unusable balconies are prohibited. All balconies shall remain within the property line. Metal railings with members painted dark, or glass panels are permitted.	The proposed building does not include balconies.	Not Applicable
<u>909.14.K – Glass – All Districts</u> Glass shall not be mirrored, reflective or darkened. Slight green, bronze and grey tints are acceptable. Spandrel glass shall not be counted as transparent glass for the purposes of calculations under the transparency requirements of Section 909.11 of the Standards, but may be used for detailing purposes. Environmentally appropriate glass, such as Low-emissivity glass, shall be used in all projects	The proposed glass would not be mirrored, reflective or darkened. There is spandrel glass along Wayzata Blvd that is not included in the transparency calculation.	Yes

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1022 Wayzata Blvd E – Chase Bank

March 18, 2019

<u>909.14.L – Doors – All Districts</u> Unless there are building security concerns, main entry doors shall be primarily glass. If, for security reasons, a main entry door is not possible or practical, a main entry door must be well detailed. Appropriately designed wood doors may be utilized for retail and office buildings.	The proposed entry doors would be glass.	Yes
	Comments	Compliance
Franchise Architecture		
<u>909.15 – All Districts</u> A. Typical or standardized franchise architecture (including building design that is the trade dress of, or identified with a particular chain, franchise or business and is repetitive in nature) is prohibited. B. Large, bold or bright signage, trade dress or logos must be altered and scaled down to meet the purpose of these standards as articulated herein, and must not be repeated on the facades of the principal structure more than once. All new, altered and/or proposed signage for buildings must be submitted for review under Section 909.22 by the Planning Commission at the time of Design Standards Review application	The building does not include standardized franchise architecture.	Not Applicable

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 1022 Wayzata Blvd E – Chase Bank
 March 18, 2019

Walkways				
<u>909.16.C – Wayzata Blvd District</u> - Continuous sidewalks at least five feet in width shall be provided along Wayzata Boulevard. - Lighted sidewalks shall extend between rear or side parking areas and building entrances		There is an existing five-foot wide sidewalk along Wayzata Blvd that would be retained. There would be a sidewalk to connect the building entrances to the rear parking lot. The sidewalk would be lit by building and site lighting.		Yes

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1022 Wayzata Blvd E – Chase Bank
March 18, 2019

	Comments	Compliance
Landscaping		
<u>909.17.A – All Districts</u>		
A. Seasonal landscaping shall be used in all Design Districts, including use of window boxes, hanging flowers baskets, vines and/or other similar seasonal landscaping. If feasible, garden areas and ornamental trees shall be used at the street level. B. Window boxes, hanging baskets and planters with seasonally appropriate plantings shall be used around entries to buildings. C. Vines shall be used to cover walls with more than one hundred (100) square feet of uninterrupted surface area. D. Streetscaping shall include all of the following: 1. Boulevard species trees, with at least three (3) caliper inches. 2. Exposed aggregate sidewalks with brick accents 3. Street lights 4. Benches (if building length is 50 feet or greater), which utilize existing city bench designs. 5. Flowers	The proposed plans include landscape planters along the front of the building and the rear of the property. The existing five-foot sidewalk along Wayzata Blvd would be retained, and 3-inch caliper trees would be planted along the front of the building.	Yes
<u>909.17.C – Bluff and Wayzata Blvd Districts</u>		
Trees with a minimum of three (3) caliper inches shall be planted no more than twenty-six (26) feet apart within a landscaped boulevard.	The proposed landscape plan includes five 3-inch caliper trees – Princeton Sentry Ginkgos – along the Wayzata Blvd sidewalk.	Yes

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1022 Wayzata Blvd E – Chase Bank
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	Comments	Compliance
Parking Lot Landscaping		
<u>909.18 – All Districts</u> A landscaped buffer strip at least five (5) feet wide shall be provided between all parking areas and the sidewalk or street. The buffer strip shall consist of shade trees appropriately spaced for the particular Design District, and a decorative metal fence, masonry wall or hedge. A solid wall or dense hedge shall be no less than three (3) feet and no more than four (4) feet in height.	The proposed plans do not include any front yard or side yard parking.	Not Applicable
Surface Parking		
<u>909.19 – All Districts</u> A. Off-street parking shall be located to the rear of buildings. When parking must be located in a side yard adjacent to the street, a landscaped buffer shall be provided in accordance with the Design Standards. The street frontage occupied by parking shall not exceed sixty (60) feet per property. B. Side-by-side parking lots creating a parking area frontage longer than sixty (60) feet are prohibited, except where a heavily landscaped buffer of at least twenty (20) feet wide completely separates both lots. C. Side yard parking shall not extend beyond the front yard setback of the primary building on the property. D. Front yard parking is prohibited. E. There shall be no corner parking.	The proposed parking area is located behind the building on the rear of the property.	Yes

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 1022 Wayzata Blvd E – Chase Bank
 March 18, 2019

		Comments	Compliance
<u>909.20 – All Districts – Bicycle Parking</u> Commercial developments requiring more than twenty (20) parking spaces shall provide at least four (4) bicycle parking spaces in a convenient, visible, preferably sheltered location.		The 3,500 square foot building requires 10 on-site parking stalls, and 19 are provided in the off-street parking lot.	Not Applicable

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 1022 Wayzata Blvd E – Chase Bank
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Parking Structures		
<u>909.21.A – All Districts</u> Parking structures shall meet the following standards, along with all other applicable building code standards: 1. The ground floor façade abutting any public street or walkway shall be architecturally compatible with surrounding commercial or office buildings. 2. The parking structure shall be designed in such a way that sloped floors do not dominate the appearance of the façade. 3. Windows or openings shall be similar to those of surrounding buildings. 4. Vines and other significant landscaping shall be used to minimize the visual impact of the parking structure.	The proposed plans do not include a parking structure.	Not Applicable

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1022 Wayzata Blvd E – Chase Bank
March 18, 2019

	Comments	Compliance
Signs		
<u>909.22.A – All Districts – Compatibility</u> 1. Signs shall be architecturally compatible with the style, composition, materials, colors and details of the building, and with other signs on nearby buildings. Signs shall be an integral part of the building and site design. 2. A sign plan shall be developed for buildings which house more than one (1) business. Signs need not match, but shall be compatible with one another. Franchise or national chains must comply with these Sign Standards to create signs compatible with their context. 3. When illuminated signs are proposed, only the text and/or logo portion of the sign may be illuminated. Illuminated signs must be compatible with the location. Illumination of the sign to highlight architectural details is permitted. Fixtures shall be small, shielded, and directed towards the sign rather than toward the street, so as to minimize glare for pedestrians and adjacent properties. 4. Sign plans must be submitted for review as part of an Applicant for Design Approval. Proposed signs must also conform to the requirements of Chapter 927 of the Wayzata Zoning Ordinance.	The proposed plans include four exterior wall signs, a monument sign, and directional parking and circulation signs. The signs are architecturally compatible with the materials and colors of the building and are consistent with signs on nearby buildings. The proposed building would contain signage for only one tenant.	Yes
<u>909.22.B – All Districts – Sign Location</u> 1. Wall signs on a storefront-type building shall be placed between the first and second floors of a building.	The proposed building is one story in height and roof signs are not proposed.	Not Applicable

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1022 Wayzata Blvd E – Chase Bank

March 18, 2019

2. Wall or roof signs on buildings that are not storefront type buildings shall be placed where they do not obscure architectural features.			
<u>909.22.C – All Districts – Sign Material</u> 1. The material of which signs are constructed shall be consistent and compatible with the original construction materials and architectural style of the building facade on which the signs are affixed. 2. Material, such as wood and metal, shall be used, as appropriate, for the sign location. 3. Neon signs may only be used for windows.		The materials are consistent with the brick and stone building materials.	Yes
Permitted Signs			
<u>909.23.B - Wayzata Boulevard District</u> Only the following types of signs are permitted in the Wayzata Boulevard District: 1. Wall or awning signs. 2. Free-standing signs. 3. Monument or ground signs. Low-profile ground signs or monument signs are required for highway-oriented commercial uses such as restaurants and gas stations. Sign materials, colors and architectural detailing shall be similar to those of the principal building. External illumination of signs is permitted.		The proposed plans include four wall signs and a low profile monument sign.	Yes

Design Review Critique - Updated
1022 Wayzata Blvd E – Chase Bank
March 18, 2019

	Comments	Compliance
Parking Lot and Building Lighting		
<u>909.24 – All Districts</u>		
A. Parking lot lighting shall be designed in such a way as to be in scale with its surroundings, and reduce glare. B. Cutoff fixtures shall be located below the mature height of trees located in parking lot islands so as to minimize ambient glow and light pollution. C. Pedestrian-scale lighting, not exceeding thirteen (13) feet in height, shall be located on walkways and adjacent to store entrances. All sidewalk lighting must be projected downwards. City light standard shall be followed for all public streets. D. Light posts shall be of a dark color. E. Lighting fixtures shall be compatible with the architecture of the building. F. Lights attached to buildings shall be screened by the building's architectural features to eliminate glare to adjacent properties. All façade lighting must be projected downwards. G. All lighting fixtures shall comply with City Code Section 916.06 as it relates to glare.	All lighting fixtures attached to the building and within the parking lot are designed with downcast fixtures, and the illumination levels comply with the standards in City Code Section 916.06.	Yes

Jeff Thomson

From: Gordy Straka [REDACTED]
Sent: Monday, February 18, 2019 11:56 AM
To: Jeff Thomson
Subject: Chase Bank

Wayzata Planning Commission:

I had a chance to review the development application and plans for the proposed Chase Bank to replace the gas station located at 1022 Wayzata Blvd.

The proposed bank will be a good replacement for a building that has reached the end of its useful life but I do have some concerns and questions that should be addressed as the city considers the development application.

1. Orientation and Location of New Bank Building

The plans I reviewed show the new bank building situated on Wayzata Blvd. with parking, ATM access, and drive up banking in the rear, closest to the residential neighborhood. I wonder if it would make more sense to have the building itself be situated further away from Wayzata Blvd as to keep the vehicle activity to the front of the building, away from the residential neighborhoods. This design would be similar to the US Bank located at 1212 Wayzata Blvd.

In conjunction with a fence and landscaping screening, having the bank structure set towards the rear of the lot with the parking in the front closest to Wayzata Blvd. would provide built-in screening of the light and noise, so long as there were no bright perimeter lights on the back of the building.

2. Screening & Landscaping

The plans do not include a wall, fence, or landscape screening of any type on the southern property line closest to the neighborhood. A 6- or 8-foot fence should be a requirement of the development application and every attempt should be made to screen the lot from the adjacent residential lots. A fence is needed to help screen the light generated by the additional LED lights proposed in the development application. A fence will also provide a sound barrier for noise coming off Wayzata boulevard. The landscape screening should be on the neighborhood side of the fence and should include mature arborvitae and/or other evergreens.

3. ATM/ Drive Thru Window

The proposed drive thru structure at the rear of the lot is in the most visible location to the surrounding residential homes. The properties at 130, 138, and 144 Huntington Ave S as well as 117 and 127 Central Ave would have a clear view of the drive thru structure if they are built in the proposed location. We request that the developer explore the possibility of moving the drive thru structure further west and/or north on the lot or incorporating/attaching the drive thru into the design of the main bank building.

The plans show two drive thru lanes and one ATM, so I think clarification is needed as to the number of proposed ATM's and whether the second lane would be for an ATM, or a pneumatic tube system for drive up teller service.

4. Buffer Lot

The 1022 Wayzata Blvd lot is comprised of two lots. The main lot (north) is zoned C-3. The smaller 'buffer lot' (south) is zoned R-3A. The setback for the drive thru lanes is calculated at 34.33 feet from the southern edge of the R-3A lot and not the southern edge of the C-3 zoned lot. This would mean that the proposed drive thru lane and canopied ATM structure would be built with ZERO setback from the residentially zoned lots that surround it.

The upkeep and maintenance of this buffer lot should be required as part of the redevelopment plan. The maintenance and upkeep provision should specifically include the replanting of dead trees or shrubs with like sized replacements.

5. Lights & Signs

Light pollution created by the proposed LED lights that would be installed as part of the redevelopment of this property are a big concern. The plans show two light poles sitting directly on the southern property line. Regardless of how they're screened or aimed lights on poles will certainly be visible from the surrounding residential lots. The lights on the southern 1/3rd of the property should be as low as possible to accomplish their task, and the lights on the property line should be no higher than the 6-8-foot fence.

I also think it would make sense to limit the size and style of any lit signs that don't directly face Wayzata Blvd. We get a nice red glow from the Edina Realty signs on the neighboring building, and I don't think we want more of this.

6. Location of Dumpster

The application does not specifically call out the location of the dumpsters on the property. We'd like to see this as far away from the southern side of the property as we know firsthand how loud the trash trucks are when they collect the trash from the rear Edina Realty building at 3:30 in the morning.

Gordy Straka
130 Huntington Ave
Wayzata, MN. 55391



Sent from [Mail](#) for Windows 10

1 from entering the property. She also added that she was concerned with the precedent a variance
2 could set in the neighborhood.

3
4 Commissioner Plantan expressed concerns related to the gate precedent in the neighborhood. She
5 stated that there are no other gates in the neighborhood. She does not believe that there is a
6 hardship demonstrated for a variance due to security, the pool, or the dogs. She further added
7 that she believes that there are ways to fence in the pool without having to go across the front of
8 the property.

9
10 Commissioner Merriam agreed with Commissioner Plantan that there are opportunities for the
11 homeowners to fence in the pool and continue to meet the 42-inch fence height requirement for
12 the front yard. She stated that although the proposal is for the gate to be set back a fair distance
13 from the road, it would still exist, and she does not feel that it would fit into the neighborhood.
14 She commended the author of the drawings, but she explained that there is not enough uniqueness
15 to the property to warrant a variance.

16
17 Chair Flannigan agreed that the application is complicated. He did not have issue with the
18 existence of the gate, and he understands the need for pool enclosure fencing. He mentioned that
19 there are probably other ways to meet that requirement. He indicated that there are some potential
20 difficulties that they have identified, and that he would like to see the application move to the City
21 Council for their consideration.

22
23 Chair Flannigan asked for a motion on the application.

24
25 Commissioner Parkhill made a motion, seconded by Commissioner Douglas, to direct staff to
26 prepare a Planning Commission Report and Recommendation, with appropriate findings reflecting
27 a recommendation of approval of the Variance at 143 and 151 Westwood Lane for review and
28 adoption at the next Planning Commission Meeting. The motion failed 3 ayes and 4 nays (Iverson,
29 Plantan, Merriam, and Bashioum).

30
31 Chair Flannigan asked for another motion on the application

32
33 Commissioner Iverson made a motion, seconded by Commissioner Plantan, to direct staff to
34 prepare a Planning Commission Report and Recommendation, with appropriate findings reflecting
35 a recommendation of denial of the Variance at 143 and 151 Westwood Lane for review and
36 adoption at the next Planning Commission Meeting. The motion carried 4 ayes and 3 nays
37 (Flannigan, Douglas, and Parkhill).

38 39 40 **AGENDA ITEM 5. Public Hearing Items:**

41 42 **a.) Chase Bank – 1022 Wayzata Blvd E**

43 **i. Design Review and Variance**

44
45 Director of Planning and Building Jeff Thomson stated the applicant, Core States Group, and the
46 property owner, Monaco Fuel, LLC, have submitted a development application to construct a one-

1 story retail bank on the property at 1022 Wayzata Blvd E. The proposal includes demolition of
2 the existing building, parking lot, and other site improvements. The new development would
3 consist of a 3,500 square-foot, single-story commercial building. The other site improvements
4 include a 15-stall parking lot and drive-up ATM's of the rear of the site. The development
5 application requests approval of the project design and a setback variance for an ATM structure.
6 The site is comprised of two separate parcels, which have different zoning and land use
7 classifications. The C-3 zoning district requires a minimum rear yard setback of 50 feet from any
8 rear lot line that abuts a residential zoning district. The proposed canopy structure over the ATMs
9 on the rear of the property line would be set back 0 feet from the south property line, which is
10 under common ownership and part of the development site, but zoned R-3A. The proposed plan
11 includes 15-stall off-street parking. Based on the proposed building size of 3,500 square-feet, the
12 development is required to have 10 on-site parking stalls. The 15 proposed stalls would meet the
13 City's ordinance standards. The proposed design includes two entrances, one for pedestrians on
14 Wayzata Blvd and one from the parking lot located on the south side of the structure. The project
15 is subject to the design standards for the Wayzata Blvd design district. The proposal meets the
16 building materials requirements with the use of brick and cast stone. There were three items of
17 the originally proposed design highlighted in the design critique that did not meet the design
18 standards, and they relate to lighting, awning material, and percentage of transparent glass. The
19 design standards require that the ground level façade fronting along Wayzata Blvd must be
20 comprised of at least 50% transparent glass. The transparent glass of the proposed building design
21 would be only 28%. The plans have been updated and amended since the design critique to include
22 heavy canvas awnings, and the blue-toned lighting around the building have been removed from
23 the plans to meet the design requirements. The plans have also updated and amended to include a
24 walkway connection from the sidewalk to the front entrance of the building as required by the
25 design standards. City staff have indicated that the proposed landscape plan may not provide
26 sufficient trees and landscape material to meet the City's screening requirements. Director
27 Thomson further noted that the City is planning to update the Superior and Wayzata Blvd
28 intersection, and this will create a right turn only exit from the property. He reiterated that the
29 only requested deviation from the design standards in the current and amended application is the
30 percentage of transparency glass used on the building. He also explained that the proposed setback
31 of the ATM structure would still require a variance.

32
33 Chair Flannigan asked if the Commission had questions for Mr. Thomson.

34
35 Commissioner Douglas asked if access from Huntington would still be available to the property.

36
37 Director Thomson stated that it would.

38
39 Chair Flannigan asked for more information regarding the buffer residential lot.

40
41 Director Thomson stated that there is not a lot of information regarding the creation of this lot, but
42 that the applicant is the owner of both lots that are part of the application.

43
44 Chair Flannigan asked for information as to what the residential lot could be used for.

45
46 Director Thomson replied that because of its size, it could not be used for single-family housing.

1
2 Commissioner Iverson stated that the construction of the retaining wall on the buffer lot decreased
3 the healthy/unhealthy vegetation that had created a screen to the adjacent residential properties.

4
5 Commissioner Merriam asked if it was possible to combine the 30-foot residential lot with the
6 commercial lot.

7
8 Director Thomson stated that it could not be combined without changing the zoning designation
9 to that of the other lot. He added that the ATM's structure would still not comply with the required
10 50-foot setback if the two parcels were combined. He further added that the lot serves the function
11 of creating a buffer between the commercial and residential uses in the area.

12
13 Commissioner Parkhill asked if the residential lot could be sold.

14
15 Director Thomson explained that it could be sold but that it would remain a non-buildable
16 residential lot.

17
18 Chair Flannigan asked if the Commission could tie conditions, such as landscaping or trees, to the
19 buffer lot as it pertains to the variance.

20
21 City Attorney Schelzel explained that because the lot was part of the application, reasonable
22 conditions could be tied to the lot if it related to the variance.

23
24 Chair Flannigan invited the applicant to address the Commission

25
26 Applicant's representative, John Jukevich, Senior Project Architect, Core States Group, stated that
27 there are two teams from his firm assigned to the project. He is head of the building portion, and
28 there is also a team in charge of the civil aspect of the project, but he will attempt to answer
29 questions of the Commission.

30
31 Commissioner Douglas expressed concerns related to the buffer. She explained that she does not
32 understand the need for four ATM machines. She added that removing the southern two ATM
33 machines could allow for a fence and tree screen to provide a buffer for the neighborhood. Car
34 headlights moving through the ATM machine areas could negatively impact the residential area,
35 and a proper buffer could decrease this.

36
37 Chair Flannigan agreed with Commissioner Douglas's suggestion regarding the removal of two of
38 the four ATM machines, and the possible subsequent positive impact on the buffer.

39
40 Applicant representative, John Jukevich, explained that they are only planning on putting in one
41 of the ATM lanes with access to two machines with provisions to add the second lane if need
42 requires.

43
44 Chair Flannigan asked if they have information specifically for Wayzata that projects a customer
45 need that would necessitate two lanes of ATM's.

1 Applicant representative, John Jukevich, explained that Chase is very common in other areas of
2 the country, and they are pushing to expand their branches into the Midwest.

3
4 Chair Flannigan asked if there was significance to the red color depicted in the plans on the front
5 of the building.

6
7 Applicant representative, John Jukevich, explained that the red color is brick, and there is no
8 significance to the color for the company.

9
10 Commissioner Parkhill asked why a cover was being proposed for over the ATMs. He explained
11 that there are a number of ATMs in the area without such covering. He stated that the covers may
12 be visible in the residential area, and he questioned if they were necessary.

13
14 Applicant representative, John Jukevich, answered that the overhead cover is to protect the ATM
15 user from the elements. He further explained that it is over the driver side only.

16
17 Chair Flannigan asked if it could be restructured to make the overhead canopy smaller or tie it into
18 the building in some way as a cantilever.

19
20 Applicant representative, John Jukevich, responded that as it is designed, the canopy would require
21 the pillars as designed.

22
23 Commissioner Bashium asked if there had been any consideration to add glass under the soffits
24 to potentially meet the Code requirement for 50% transparent glass on the front façade of the
25 structure.

26
27 Applicant representative, John Jukevich, explained that due to structural requirements and other
28 necessary mechanical needs, glass in the identified area would not be transparent.

29
30 Commissioner Merriam asked for clarification on the number of ATMs. She also asked if they
31 were aware of the 50-foot setback requirement when designing the site.

32
33 Applicant representative, John Jukevich, responded that there will be an ATM within the building,
34 as well as a night depository. They are planning on one lane for an ATM to be opened with the
35 bank, and one to be built and opened when need requires. He explained that the design of the
36 ATMs in the back allow for optimal parking and circulation in the lot.

37
38 Chair Flannigan asked about the possibility of an alternate location for the ATM.

39
40 Commissioner Iverson stated that she is most concerned about the ongoing impact to the
41 neighborhood. She asked if they considered moving the building further back on the lot and
42 moving the parking to the front of the lot. She acknowledged that a variance would be required to
43 move the structure back, but she stated that it would be worth consideration.

1 Applicant representative, John Jukevich, stated that he would have to refer that question to the
2 civil team that determined the site plan. He further added that moving the building back from the
3 street may make the structure look awkward in comparison to the other businesses in the area.

4
5 Commissioner Iverson replied that in her opinion, many of the other businesses in the area have
6 wetlands behind them. She reiterated her concern regarding the impact that the traffic from this
7 business will have on the residential area.

8
9 Chair Flannigan asked Mr. Thomson if it would be possible for the structure to be moved to the
10 back of the lot, and parking designed closer to the street.

11
12 Director Thomson responded that it would most likely require several variances.

13
14 Commissioner Merriam added that she agrees with Commissioner Parkhill regarding the
15 unnecessary ATM coverage. She explained that her bank does not have an ATM canopy, and it
16 adequately meets her needs.

17
18 Applicant representative, John Jukevich, responded that the visual impact of the ATMs could be
19 buffered by creating a heartier landscaping plan than what is currently displayed. He also added
20 that a fence could also be considered, but cautioned the Commission that height requirements could
21 become an issue.

22
23 Commissioner Iverson explained that there are many other residential areas that may be impacted
24 by the proposal, and the Commission must remember that once built, the impact is permanent. She
25 expressed caution.

26
27 There being no further questions for the Applicant, Chair Flannigan opened the public hearing on
28 the application at 7:36 p.m.

29
30 Brad Hoyt, 326 Ferndale Road W, stated that he is the property owner and is hoping to answer the
31 questions raised by the Commissioners. He explained that they were directed by the city staff that
32 moving the building back on the lot was a threshold issue, and there were too many ordinances
33 and guidelines that would prohibit locating the building on the front of the lot. He cited many
34 newer buildings in the area that have been built right up to the sidewalk, and he stated that this is
35 obviously the plan for the area. He stated that if only the area of the first floor is considered in the
36 calculation for 50% of the building in transparent glass, the building would easily meet the code
37 requirement. He added that there are other buildings in the area that appear to have not followed
38 the glass requirement. He also stated that due to the unique nature of the structure being a bank,
39 there are some additional security and privacy requirements for the business. He was told by the
40 seller of the property that the small residential lot at the back of the property was designed as a
41 buffer so that nobody could build on it. When they replaced the rotting retaining walls on that lot,
42 they had to remove a six-foot fence as well. He thinks that a fence is a good idea, as well as adding
43 trees such as arborvitae that could grow to create beautiful barriers from the business to the
44 residential properties. He also thought that there may be room to make the ATM canopy smaller.
45 He added that this would be the first Chase business in Minnesota and would most likely function

1 as a bank for business in the beginning. He added that the hours of operation are limited for a
2 bank, and the use would incur far less traffic than the previous gas station.

3
4 Commissioner Iverson asked why there were four signs on the building. Specifically, she
5 questioned the sign located on the back of the building facing the residential area.

6
7 Resident, Gordy Straka, 130 Huntington Ave S, stated that he is familiar to some on the
8 commission as a long-time resident of the area. He also lives next to the applicant's property. He
9 reviewed the development application with many of his neighbors, and they agreed that the bank
10 is a good replacement for the former gas station. He questioned if the building could be moved to
11 back on the property with the car traffic located in the front and away from the residential property.
12 He stated that U.S. Bank has a similar design. He noted that the plans do not include a fence or
13 guard rail. He believes that a fence should be required to screen the light generated from the
14 business and sound from the road. He would like to see mature plantings, such as arborvitae,
15 added to the residential side of the fence. He would want this requirement to be on-going and the
16 plantings replaced as needed. He stated that the drive thru structure would be visible to many
17 residents. He expressed concerns related to the lighting of the building, parking lot, and signage.
18 He shared that the new Edina Realty sign projects a red light into his home that has caused him to
19 remove a window from his property. He is very concerned with the possibility of further light
20 impact from the new business. He provided a diagram of the parking lot lighting. He stated that
21 there would be no way of shielding the 20-foot tall LED lights. He also wanted clarification for
22 the number of ATMs, as well as know if there is an intention for pneumatic tubing system. He
23 would like to see that the garbage dumpsters are moved as far away from the residential properties.
24 He stated that the garbage pick-up in that area occurs twice a week at 3 a.m. He provided a history
25 of the small residential buffer lot. He also added that if a zoning change to the smaller property
26 was considered, he would show up to display his strong disagreement. He further added that he
27 toured all of the banks in the town and found that the only one that had a separate ATM was next
28 to a swamp and not a residential area.

29
30 Resident, Virginia Lord, 143 Huntington Ave S, stated that the report provided by Mr. Gordy
31 Straka is very much supported by herself and their neighbors. She is very concerned and is
32 appreciative of the Commission considering the impact on the neighborhood residents. She
33 reinforced that, she and her neighbors, are in support of the proposed bank building, but want it
34 located to the back of the property, similar to U.S Bank's orientation.

35
36 Resident, Stephen Storrie, 138 Huntington Ave S, stated that he has spoken in depth with Mr.
37 Straka about the concerns regarding the proposed plans for the property at 1022 Wayzata Blvd E.
38 He added that he is concerned that the planned parking lot lights will be a direct line to his back-
39 yard living space. He reiterated that he is in support of the renovation of the site but wanted the
40 Commission to be aware of the potential impact the proposed plan would have on his home and
41 how he is able to use it.

42
43 There being no one else wishing to comment on the application, Chair Flannigan closed the public
44 hearing at 8:01p.m.

1 Chair Flannigan stated that there were a couple of issues related to the proposal that he would like
2 to discuss, the first being the design of the façade requiring a deviation for less than 50%
3 transparent glass. He asked if any Commissioner had strong objections related to design deviation
4 requested for the transparency requirement. Hearing no objections, Chair Flannigan asked the
5 Commission to talk about the project in general, and specifically items related to the setback
6 variance.

7
8 Commissioner Merriam stated that she is open to considering changing the parking to the front of
9 the building. She added that parking in the back may still be an option, but with changes to the
10 lighting, the setbacks, and the screening. She does not believe that there needs to be more than
11 one ATM lane or an awning over the ATMs.

12
13 Commissioner Plantan asked if there was a way of moving the building in some way to allow the
14 ATMs to be located on the east side of the building. She also questioned if there was a way to
15 move some of the surface items such as garbage to the side of the building and away from the rear.
16 She believes that there definitely needs to be a six to eight-foot fence as well as plantings and
17 landscaping for screening. She would like to see renderings of these possible changes. She added
18 that the bank would be a great benefit for the neighborhood.

19
20 Commissioner Iverson stated that she would like to see some possible different locations of the
21 building. She added that she would like to see some changes with signage, lighting, garbage
22 locations, and landscaping options. She would like to see the ATM drive up location changed due
23 to concerns with safety, noise, and light impacting the neighborhood. She stressed that her primary
24 concern is preventing a negative impact on the neighborhood.

25
26 Commissioner Bashioum stated that her concern over the glass coverage pales in comparison to
27 the other concerns raised at the meeting. She agreed with the other Commissioners and their
28 concerns regarding lighting, the number of ATMs, the ATM awning, and proper screening of the
29 property from the residential neighborhood. She would like to see how the architects would
30 respond to the concerns.

31
32 Commissioner Parkhill thanked the neighborhood residents and the Chase representatives for
33 attending the meeting. He added that he is very interested in a Chase bank moving into the City.
34 He agreed with the concerns raised by the Commissioners. He added that a sightline drawing
35 would be critical to determine light pollution into the neighborhood. He would like to see less
36 illuminated signage, no ATM awning, and evening lighting minimized. He agreed that he would
37 like to see the architect's response to the resident's concerns.

38
39 Commissioner Douglas stated that the City has worked hard to keep buildings closer to the street
40 to improve the look of the area. She added that she is not aware of lighting requirements related
41 to the parking lots or the necessary height of such lights, and she would like to hear more about
42 that. She does not think that they need more than one ATM lane or one illuminated sign. She
43 likes the opportunity for the location to change, but she would like to see the applicant address the
44 concerns and bring it back to the Commission.

1 Chair Flannigan stated that he liked that the building is a modest one story that will fit in well on
2 the street. He added that it is important to put the best possible plan, for all involved, in front of
3 the City Council. He would like to add upkeep of the residential lot as a condition for the variance.
4 He gave an appreciation to the applicant for addressing the issues of non-compliance with the
5 design standards in the originally proposed building that were addressed and removed from the
6 application.

7
8 Chair Flannigan asked for a motion to table the application to allow time for the Commission to
9 hear more information about the site plan and for the applicant to possibly address the concerns
10 identified by the Commission.

11
12 Director Thomson stated that they would take the feedback to the applicant and it would be up to
13 the applicant to determine what revisions it could make. He added that if the ATM canopies are
14 removed, then the setback variance would no longer be necessary, and the application that will be
15 brought to the Commission would only be for a design deviation.

16
17 Commissioner Plantan asked if there were any requirements for the 20-foot light poles.

18
19 Director Thomson responded that there are standards related to lighting within the design
20 standards, and this could be addressed in the continuing design review.

21
22 Chair Flannigan stated that he believes that the applicant will try to be a good neighbor and put
23 forth an application that will work for the neighborhood, the City, and for the applicant.

24
25 Commissioner Iverson asked if the applicant was willing to look at changing the orientation of the
26 building. She added that she understands that if they choose to remove the canopy then they would
27 no longer need to obtain a variance, but she wanted to know if the applicant would still be willing
28 to take in consideration the neighborhood residents concerns.

29
30 Applicant representative, John Jukevich, responded that he has worked with Chase for a long time,
31 and he believes that they work very hard to be good neighbors. He stated that Chase works very
32 hard to be woven into the fabric of the community in which they serve. He believes that when the
33 information and concerns are shared with the civil team and the Chase design team, they will be
34 able to create a solution that works for all involved. He indicated that they could look at relocation
35 of ATMs and reorientation of the structure, but he added that this may or may not solve all of the
36 concerns. He added that they are planning for a 24-hour drop box vestibule that would require
37 proper lighting. He also stated that the ATMs would require 24-hour lighting as well for safety of
38 the visitors. If the ATM canopy is removed, then there would need to be a light pole to replace
39 the lack of canopy lighting. He added that it is possible that shorter light poles may be used. He
40 can also work with the team to explore sound and light screening options.

41
42 Director Thomson clarified that a reorientation of the structure would still require a set-back
43 variance.

44
45 There being no further questions for staff or the Applicant, Chair Flannigan asked for a motion on
46 the application.

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.

**WAYZATA PLANNING COMMISSION
MEETING MINUTES
March 4, 2019**

AGENDA ITEM 1. Call to Order

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

AGENDA ITEM 2. Roll Call

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 3. Approval of Agenda

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

Commissioner Douglas made a motion, seconded by Commissioner Plantan, to approve the March 4, 2019 meeting agenda as presented. The motion carried unanimously.

AGENDA ITEM 4. Consent Agenda

a.) Approval of February 20, 2019 Meeting Minutes

b.) Adoption of Report and Recommendation of Denial of a Variance at 143 and 151 Westwood Lane South

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 5. Old Business Items:

a. Consider Development Application for Chase Bank at 1022 Wayzata Blvd East

Director of Planning and Building Jeff Thomson stated the applicant, Core States Group, and the property owner, Monaco Fuel, LLC, have submitted a development application to construct a one-story retail bank on the property at 1022 Wayzata Blvd East. The proposal includes demolition of

1 the existing building, a parking lot, and other site improvements, including a new 3,500 square
2 foot, single-story commercial building. The Planning Commission held a public hearing on the
3 development application on February 20, 2019. After its review, the Planning Commission tabled
4 the application until the next meeting and asked the applicant to consider the following comments
5 and issues discussed by the Planning Commission: ATM location and canopy structure setback,
6 additional screening and buffering including fencing and landscaping, illuminated signage
7 oriented towards the residential neighborhood, and site lighting. Mr. Thomson reported that
8 subsequent to the February 20, 2019, the applicant has amended its application with revised plans
9 which include relocating the ATMs structure to connect with the east side of the building. The
10 revised location of the ATM structure complies with all city setback requirements, and the
11 originally requested setback variance is no longer required or part of the application. The landscape
12 plan now includes a row of arbovitae for additional screening to the south of the fence, as well
13 as plantings to soften the overall landscape. The applicant has also provided an updated lighting
14 plan for the parking lot that indicate illumination levels will be zero foot-candles at the southern
15 border of the property. A cross section drawing was also provided that shows the elevation of the
16 site and how it relates to the residential properties. The current and amended development
17 application is for approval of project design, with a single design standard deviation for façade
18 transparency along Wayzata Blvd.

19
20 Chair Flannigan asked the Commission if there were any questions for staff related to the
21 application.

22
23 Commissioner Douglas asked if the cross section drawing depicted a man at street level.

24
25 Director Thomson stated that part of the drawing was at ground level.

26
27 Commissioner Bashioum asked about the material used for the new canopy.

28
29 Director Thomson stated that the plans indicate that they will be using metal for the canopy.

30
31 Chair Flannigan asked for more information relating to the front façade and its percentage of
32 transparent glass.

33
34 Director Thomson stated that the Design Standards' requirement is that 50% of the glass on the
35 ground floor needs to be transparent glass. The current plans show 28% transparent glass on the
36 ground level.

37
38 Commissioner Parkhill asked what was behind the spandrel glass on the front of the building.

39
40 Director Thomson indicated that the area behind the spandrel glass would be for the interior
41 restrooms.

42
43 Chair Flannigan asked the Commission for their thoughts regarding the current application.

1 Commissioner Plantan stated that she is in favor of recommending a deviation from the design
2 standard for façade transparency. She explained that the building is using spandrel glass instead of
3 a solid surface.

4
5 Commissioner Merriam asked about the illuminated sign on the south side of the building. She
6 added that the Comprehensive plan states that the City is to develop and enforce ordinances to
7 eliminate the visual pollution created by signs and franchise architecture. She stated that the
8 illuminated signage on the southern side of the building faces residential properties and should be
9 considered visual pollution.

10
11 Chair Flannigan asked if there was a condition that could be added to any approval related to the
12 sign.

13
14 Director Thomson stated that a condition regarding illumination of the sign could be tied to any
15 approval, as the specific City design standard relates to illuminated signs being compatible with
16 the location.

17
18 Commissioner Iverson stated that she continues to have concerns with the light pollution and its
19 impact not only on the residential neighborhood to the south but also the residents off of Central
20 Ave. She stated that there is often a difference between what is on paper and what is reality. She
21 asked if there were alternatives to the 19-foot light poles that the applicant could consider. She
22 also asked if the applicant would consider an eight-foot fence versus a six-foot fence to aid in the
23 shielding of light for the neighborhood. She asked the City Council to have discussions relating
24 to the concerns raised because she feels the neighbors are going to be directly impacted and she
25 would like to see them protected.

26
27 Commissioner Douglas asked if the fence would block the sign on the south of the building.

28
29 Director Thomson responded that he did not believe that the fence would block the view of the
30 building.

31
32 Commissioner Iverson stated that the cross-section view of the elevation does not accurately
33 demonstrate the impact of the light poles and illuminated signage to the neighborhood. She added
34 that the property used for the study is located directly to the south of the site, and has a much lower
35 elevation than its neighbors, and specifically to the homes on Central Avenue.

36
37 Commissioner Merriam asked for clarification as to the meaning of zero foot-candle illumination
38 at the property.

39
40 Director Thomson responded that there are two standards used in the City's lighting code, with
41 one relating to the fixture itself and the other relating to illumination at ground level. He added
42 that if a light source was illuminating a parking lot, that light would be visible from adjacent
43 properties. To measure the impact of lighting, Wayzata, like other cities, measures the illumination
44 at ground level at the property line to determine ambient light. This application has illumination at
45 the southern property line of zero foot-candles.

1 There being no further questions for staff, Chair Flannigan asked for a motion on the application
2 for design approval, including the design deviation.

3
4 Commissioner Parkhill made a motion, seconded by Commissioner Plantan, to direct staff to
5 prepare a draft Planning Commission Report and Recommendation, with appropriate findings
6 reflecting a recommendation of approval of the project design and the requested deviation for
7 Chase Bank at 1022 Wayzata Boulevard East for review and adoption at the next Planning
8 Commission Meeting.

9
10 Chair Flannigan asked if any Commissioner wished to discuss the motion.

11
12 Commissioner Iverson stated that she will be voting against the motion and would be
13 recommending denial on the application. She added that she has no concerns with the percentage
14 of transparent glass on the front façade, but she continues to have concerns related to the lighting.

15
16 Commissioner Douglas stated that she does not think that the illuminated sign on the south side of
17 the building is compatible with the location.

18
19 Commissioner Merriam agreed that the sign is not compatible with the location and she would like
20 to see that added as a condition. She also questioned whether the screening along the residential
21 property line was enough to properly screen the neighborhood from the illuminated sign as well
22 as the parking lot light poles.

23
24 Chair Flannigan asked staff if the Commission had an ability to ask the applicant to readdress the
25 lighting of the building signage and the general parking lighting.

26
27 Director Thomson stated that City Code Sec. 918.03 requires screening that should consist of either
28 a fence or a green belt planting strip with sufficient width and density to provide an effective visual
29 screen to a minimum of six feet. He added that the ordinance requires parking lots to be lit. The
30 higher the poles, the further light is cast. If the height of the light poles is reduced, then the number
31 of light poles would increase so the parking lot is appropriately illuminated for the safety of the
32 patrons.

33
34 Commissioner Iverson asked for a visual of all of the residential properties in the area and not just
35 those on Huntington.

36
37 Director Thomson displayed an aerial view of the location. He pointed out the southern property
38 line and the screening plans. He stated that the south east corner of the lot does not have a specific
39 plan for screening.

40
41 Commissioner Iverson stated that the corner to the east of the fence was a concern.

42
43 Commissioner Bashioum stated that she is having difficulty with the application. She
44 acknowledged that the illumination of the light poles at the property line is zero, but she questioned
45 what it would be on at neighbor's deck height. She questioned if a six-foot tall fence would be

1 adequate to block lighting or if it needed to be taller. She stated that she understands that the plans
2 meet code, but she questioned if they would truly be effective.

3
4 Chair Flannigan asked what the code specified for fencing height.

5
6 Commissioner Iverson asked if they could potentially allow a variance for a higher fence.

7
8 Director Thomson stated that if the fence did not meet the ordinance standards, the applicant would
9 need to apply for a variance and a separate process would follow. He further added that the
10 ordinance states that a maximum fence height of six-feet for fencing is allowed, but to increase the
11 fence height to eight-feet would require a conditional use permit.

12
13 Chair Flannigan stated that it isn't clear that a higher fence would resolve the ambient lighting
14 concerns raised by the Commission.

15
16 Commissioner Parkhill asked for clarification regarding the statement Commissioner Merriam
17 read regarding franchise lighting. He asked where the statement came from and if it could be re-
18 read.

19
20 Commissioner Merriam answered that the statement was from the Comprehensive Plan which
21 stated that the City needs to develop and enforce ordinances to eliminate the visual pollution
22 created by lighting and franchise architecture. She again stated that even though it appears the
23 screening ordinance is met through green landscaping and fencing, she questioned if it is adequate.

24
25 Chair Flannigan stated that he continues to have concerns regarding the sign illumination on the
26 building side facing the neighborhood. He shared that he is close to a baseball field and that he
27 enjoys the lighting ambiance provided to his home. He added that the applicant has demonstrated
28 a willingness to address the concerns raised by the Commission, and he would like to see if they
29 would work a little more to address the lighting concerns. He stated that the project proposed in
30 the application is a good fit for the property, and he would like to see an approach that would move
31 the application forward one way or another.

32
33 Commissioner Merriam stated that a ballfield has lighting on a timer that limits it, the proposed
34 lighting would be on all night.

35
36 Commissioner Iverson stated that the Mayor is in the audience at the Planning Commission
37 meeting, and she encouraged the City Council to consider the discussion of the Commission and
38 to keep the residents in mind.

39
40 Commissioner Merriam asked if the Commission could ask for something in return for granting a
41 deviation from the design standards.

42
43 City Attorney, David Schelzel, stated that Commission is going to be making a recommendation
44 to the City Council. He added that the Council would appreciate the Commission articulating any
45 conditions that the Commission believes should be considered with respect to screening and
46 lighting. He stated that in regard to screening in the current plan, the applicant has done almost

1 everything that they can do under the standards of the code, with the exception of the sides of the
2 back fence. Additions to the fence height that were discussed by the Commission would require a
3 new conditional use permit request, as mentioned by staff. He further added that the Commission
4 could add conditions to its recommendation related to the signage lighting.

5
6 Commissioner Parkhill stated that he would like to see a condition of approval related to lighting
7 of the Chase sign on the south side of the building.

8
9 Commissioner Plantan asked if they could also add the recommendation for the City Council to
10 consider having the fence be built to eight-feet in height with the granting of a conditional use
11 permit.

12
13 City Attorney Schelzel stated that there was a motion made and seconded. He explained that the
14 Chair could allow those that made the motion to add an amendment to the motion to include
15 conditions. Adding conditions on the sign illumination could be reasonably related to the design
16 standards. He explained that the Commission could make a recommendation for a height increase
17 of the fence, but the necessary CUP or variance request for that would need to come from the
18 applicant, and it would require the applicant to submit a new application.

19
20 Commissioner Bashioum asked if they could add conditions for the trees to be a minimum of six-
21 foot in height. She explained that this height would add screening.

22
23 Director Thomson explained that the height of the proposed landscaping is currently at the
24 minimum required by the City Code. He stated that there was no maximum height restriction in
25 the code.

26
27 Commissioner Bashioum stated that if the Commission would encourage the applicant to plant
28 taller trees, the neighborhood would be better screened.

29
30 Commissioner Merriam stated that she would like to see the two light posts at the southern end of
31 the parking lot lowered by at least five feet, and if that means they have to add a light post that is
32 acceptable.

33
34 City Attorney Schelzel explained that the Commission could include conditions in its
35 recommendation and/or comments to any recommended approval. He stated that because the
36 proposed parking lighting is code compliant, the Commission could add a comment to the approval
37 recommending the height change of the southern light posts. He reiterated that the applicant has
38 demonstrated a willingness to meet the concerns of the Commission and the neighbors, therefore
39 it may be worth noting.

40
41 Commissioner Parkhill made a motion to amend the previous motion to add a condition to the
42 recommendation in the previous motion to limit the illumination of the south facing sign from late
43 morning until 10:00 p.m., and add a request to the Applicant of increasing the tree height on the
44 southern property line from the minimum required up to eight or ten feet and lowering the light
45 posts height by five feet.

1 Commissioner Iverson stated that she would like to have the southern sign completely eliminated
2 because it faces a neighborhood.

3
4 Commissioner Bashoium seconded the motion on the amendment.

5
6 Chair Flannigan asked Commissioner Parkhill if he wanted to move forward with his motion or if
7 he was willing to address Commissioner Iverson's concerns within his amendment.

8
9 Commissioner Parkhill stated that he would amend his amendment to eliminate the south facing
10 sign.

11
12 Commissioner Plantan seconded the motion.

13
14 Director Thomson stated that conditions recommended by the Planning Commission need to be
15 tied to criteria within the ordinance. He believes that the illumination of the sign can be tied to a
16 specific standard within the Code, but he does not think that eliminating the sign altogether has
17 that same support.

18
19 Commissioner Parkhill stated that the Comprehensive Plan states "eliminating visual pollution".
20 He asked if the sign itself could be considered visual pollution.

21
22 City Attorney Schelzel replied that the Comprehensive Plan guides the City in developing its
23 ordinances, and the ordinances are the tools that the City uses to meet the goals of the
24 Comprehensive Plan. In this case, he recommended that the Commission focus on the lighting
25 and sign standards in the ordinance itself, and determine if the proposed illuminated sign meets
26 those standards and is compatible with the location. He added that staff is comfortable with a
27 finding that the sign's illumination at certain hours will negatively impact the location, and thus
28 should be limited to certain hours. Staff sees less of a legal basis to completely eliminate the sign.

29
30 Commissioner Merriam asked for clarification if the sign was illuminated, or if there would be
31 light is directed at the sign to illuminate it.

32
33 Director Thomson answered that the sign is internally illuminated.

34
35 Commissioner Merriam stated that the design review states that fixtures should be small, shielded,
36 and directed towards the sign to minimize glare.

37
38 Director Thomson responded that the ordinance states that illumination of a sign to highlight
39 architectural details is permitted and that the fixtures shall be small, shielded, and directed towards
40 the sign. He added that there are separate design standards that address the types of signs that are
41 allowed, and these include both internally and externally illuminated wall signs.

42
43 Chair Flannigan asked for a new motion that addresses the discussion.

44
45 City Attorney Schelzel recommended that the previous motion be withdrawn and a new, restated
46 motion made.

Commissioner Parkhill withdrew his previous motion and made a new motion, seconded by Commissioner Merriam, to direct staff to prepare a draft Planning Commission Report and Recommendation, with appropriate findings, reflecting a recommendation of approval of the project design and the requested design deviation for the façade transparency on the front of the building for Chase Bank at 1022 Wayzata Blvd East, for review and adoption at the next Planning Commission meeting, with the conditions that the south facing sign not be illuminated between the hours of 10p.m. and 8a.m., and with a request that Chase consider lowering the southern light posts and planting 10 foot high trees at the fence line. The motion carried 6 ayes and 1 nay (Iverson).

AGENDA ITEM 6. Public Hearing Items:

i. None

AGENDA ITEM 7. Other Items:

a.) Review of Development Activities

Director of Planning and Building Jeff Thomson stated that there are no current development applications scheduled for Planning Commission review, but there are more coming. The City Council will be considering the 231 Manitoba conditional use permit for a duplex, and the conditional use permit for Penny's Coffee at the March 5th Council meeting. The Chase bank Report and Recommendation will be on the Consent agenda at the next Planning Commission meeting on March 18, 2019.

AGENDA ITEM 8. Adjournment.

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

Commissioner Iverson made a motion, seconded by Commissioner Douglas, to adjourn the Planning Commission meeting. The motion carried unanimously.

The Planning Commission meeting was adjourned at 7:30 p.m.

Respectfully submitted,

Jenny Groess

TimeSaver Off Site Secretarial, Inc.

RESOLUTION NO. 11-2019

RESOLUTION APPROVING PROJECT DESIGN FOR CHASE BANK AT 1022 WAYZATA BLVD E

WHEREAS, Core States Group, and the property owner, Monaco Fuel, LLC, (collectively, the “Applicant”) have submitted a development application (the “Application”) for the property at 1022 Wayzata Blvd E, legally described on Attachment A (the “Property”). The proposed project would involve the demolition of the existing building on the Property, and the construction of a new 3,500 square foot, single-story commercial building, parking lot, and other site improvements (the “Project”); and

WHEREAS, the Application includes a request for approval of the design of the Project as depicted in the current plans that are a part of the Application and as outlined in the Design Critique attached to Planning Commission Report and Recommendation (the “Project Design”). The Project Design includes a deviation from the Design Standards for a façade transparency of as little as 27.9% transparent glass in the façade of the building that will face Wayzata Blvd E (the “Deviation”). The Applicant originally requested several land use approvals, but has amended its Application and Project plans so that the Application currently requests only approval of the design of the Project under the City’s Design Standards; 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 Project Design and Deviation, are hereby **APPROVED**, subject to satisfaction of the following:

1. The Project must be built and completed in conformance in all material respects with the plans depicted in the Application.

2. All necessary building permits must be secured for construction of the Project, and all laws and regulations applicable to the Project must be followed, including building codes and land use regulations, and City Code and policies applicable to days and times of work, and construction management.
3. Before the City issues a building permit for the Project, the final civil engineering plans, including Site Plan, Grading and Drainage Plan, Erosion Control Plan, Utility Plan, and Stormwater Management Plan must be reviewed and approved by the City Engineer.
4. Before the City issues a building permit for the Project, the final landscape plans must be reviewed and approved by the City Forester. The landscape plan must be revised to comply with City Code Section 918.03 Subd. A and include the following changes:
 - a. The globe arborvitae trees along the south side of the parking lot must be a minimum of 6 feet in height.
 - b. Additional globe arborvitae trees with a minimum height of 6 feet, or other evergreen trees acceptable to the City, must be planted along the south east corner of the parking lot to provide screening to the adjacent residential properties.
 - c. All landscaping areas must be irrigated.
5. The Applicant must maintain all landscaping in a healthy condition, and any landscaping that is dead, diseased, dying, or in poor condition must be replaced.
6. The Applicant must provide a two-year guarantee for the final landscape plan approved by the City. The guarantee must include cash escrow in the amount of 110% of the costs for the installation of all landscaping. If the Applicant does not replace landscaping that is dead, diseased, dying, or in poor condition within a reasonable time period, the City may use the guarantee to complete the replacement. The financial guarantee may be reduced by the City as follows:
 - a. 50% shall be released upon final installation of the landscaping.
 - b. 25% shall be released after one year from the completion of the landscaping.

- c. 25% shall be released after two years from the completion of the landscaping.
- 7. Any signage on the south façade of the building may not be illuminated between the hours of 10 p.m. and 8 a.m. daily.
- 8. 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 19th 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 19, 2019.

Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property

Parcel 1:

That part of Block 45, Minnetonka Arlington Heights, Wayzata, Minn., bounded and described as follows:

Commencing at a point where the Easterly line of Huntington Avenue intersects the present Southerly line of Superior Boulevard (formerly know as Wayzata Boulevard); thence in an Easterly direction along the Southerly line of said Superior Boulevard a distance of 125 feet; thence in a Southerly direction on a line parallel with the Easterly line of said Huntington Ave a distance of 150 feet; thence Westerly on a line parallel with the Southerly line of said Superior Boulevard to a point on the Easterly line of Huntington Ave. 150 feet Southerly of point of beginning; thence Northerly along the Easterly line of said Huntington Ave. to the place of beginning.

Abstract Property

Parcel 2:

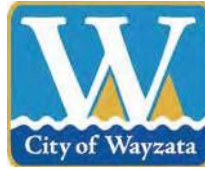
That part of Block 45, Minnetonka Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of Said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning, thence North 88 degrees 08 minutes East to the actual point of beginning.

Torrens Property

(Certificate of Title No. 1464787)

Attachment B

Planning Commission Report and Recommendation, dated March 18, 2019



WAYZATA PLANNING COMMISSION

March 18, 2019

REPORT AND RECOMMENDATION OF APPROVAL OF PROJECT DESIGN AT 1022 WAYZATA BLVD

SUMMARY OF RECOMMENDATION

Approval* of Project Design and Design Standard Deviation

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

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Project. The applicant, Core States Group, and the property owner, Monaco Fuel, LLC, (collectively, the "Applicant") have submitted a development application (the "Application") for the property at 1022 Wayzata Blvd E (the "Property"). The proposed project would involve the demolition of the existing building on the Property, and the construction of a new 3,500 square foot, single-story commercial building, parking lot, and other site improvements (the "Project"). The Applicant originally requested several land use approvals, but has amended its Application and Project plans so that the Application currently requests only approval of the design of the Project under the City's Design Standards.
- 1.2 Application Request. The Application includes a request for approval of the design of the Project as depicted in the current plans that are a part of the Application and as outlined in the Design Critique attached to this Report as Attachment A (the "Project Design"). The Project Design includes a deviation from the Design Standards for a façade transparency of as little as 27.9% transparent glass in the façade of the building that will face Wayzata Blvd E (the "Deviation").
- 1.3 Property. The address, property identification numbers and owner of the two parcels that comprise the subject property (the "Property") are:

1022 Wayzata Blvd E	06-117-22-41-0015	Monaco Fuel, LLC
1022 Wayzata Blvd E	06-117-22-41-0016	Monaco Fuel, LLC

- 1.4 Land Use Designations. The Property is comprised of two separate parcels, which have different zoning and land use classifications, which are:

Zoning District:	C-3/Service District (North Parcel) R-3A/Single and Two Family Residential (South Parcel)
Comp Plan Designation:	Mixed Use Commercial (North Parcel) Low Density Single-Family (South Parcel)
Overlay Districts:	None

- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Lakeshore Weekly News* and mailed to all property owners located within 350 feet of the Property on February 7, 2019. The public hearing on the Application was held at the February 20, 2019 Planning Commission meeting.

Section 2. STANDARDS

2.1 Design Standards.

- A. All new nonresidential building construction in the City must comply with the Design Standards found in Chapter 909 of the Zoning Ordinance. The Property falls within the Wayzata Blvd design district, and the relevant design standards applicable to the Project are outlined in the attached "Design Critique" ("Attachment A").
- B. Deviations from the Design Standards may be permitted under Sec. 909.29 (with the exception of Section 909.10 of the Design Standards) if City Council (after considering the Planning Commission's recommendation) makes a finding that the negative impact of such deviation is outweighed by one or more of the following factors:
 1. The extent to which the project advances specific policies and provisions of the City's Comprehensive Plan.
 2. The extent to which the deviation permits greater conformity with other Standards, policies behind the Standards, or with other Zoning Ordinance standards.
 3. The positive effect of the project on the area in which the project is proposed.

4. The alleviation of an undue burden, taking into account current leasing, housing and commercial conditions.
5. The accommodation of future possible uses contemplated by the Design Standards, the Zoning Ordinance or the Comprehensive Plan.
6. A national, state or local historic designation.
7. The project is the remodeling of an existing building which largely otherwise conforms to the Design Standards.

Section 3. FINDINGS

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 Project Design. The Project meets the applicable provisions of the Design Standards except for the Deviation. Any negative impacts of the Deviation are outweighed by one or more of the following factors:
 - A. The extent to which the Deviation permits greater conformity with other Standards, policies behind the Standards, or with other Zoning Ordinance standards, as the use of spandrel glass will break up the façade visually as intended by the Standards.
 - B. The overall positive effect of the Project on the area in which the Project is proposed, as noted in the record, and the relatively minimal negative impact of the Deviation, in that the calculation of the area of the front façade is affected by the significant screening of the rooftop area of the building.
 - C. The alleviation of an undue burden, as the use of spandrel glass in lieu of transparent glass will contribute to the secure design of the building's use as a bank, and help shield and screen the building's rooftop and utility equipment.

Section 4. RECOMMENDATION

- 4.1 Based on the Findings in section 3 of this Report, the Planning Commission recommends the Project Design, including the Deviation, be **APPROVED**, subject to the following conditions:

- A. The Project must be built and completed in conformance in all material respects with the plans depicted in the Application, included as Attachment B.
- B. All necessary building permits must be secured for construction of the Project, and all laws and regulations applicable to the Project must be followed, including building codes and land use regulations, and City Code and policies applicable to days and times of work, and construction management.
- C. Before the City issues a building permit for the Project, the final civil engineering plans, including Site Plan, Grading and Drainage Plan, Erosion Control Plan, Utility Plan, and Stormwater Management Plan must be reviewed and approved by the City Engineer.
- D. Before the City issues a building permit for the Project, the final landscape plans must be reviewed and approved by the City Forester. The landscape plan must be revised to comply with City Code Section 918.03 Subd. A and include the following changes:
 - 1. The globe arborvitae trees along the south side of the parking lot must be a minimum of 6 feet in height.
 - 2. Additional globe arborvitae trees with a minimum height of 6 feet, or other evergreen trees acceptable to the City, must be planted along the south east corner of the parking lot to provide screening to the adjacent residential properties.
 - 3. All landscaping areas must be irrigated.
- E. The Applicant must maintain all landscaping in a healthy condition, and any landscaping that is dead, diseased, dying, or in poor condition must be replaced.
- F. The Applicant must provide a two-year guarantee for the final landscape plan approved by the City. The guarantee must include cash escrow in the amount of 110% of the costs for the installation of all landscaping. If the Applicant does not replace landscaping that is dead, diseased, dying, or in poor condition within a reasonable time period, the City may use the guarantee to complete the replacement. The financial guarantee may be reduced by the City as follows:
 - 1. 50% shall be released upon final installation of the landscaping.
 - 2. 25% shall be released after one year from the completion of the landscaping.

- 3. 25% shall be released after two years from the completion of the landscaping.
 - G. Any signage on the south façade of the building may not be illuminated between the hours of 10 p.m. and 8 a.m. daily.
 - H. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred, must be fully reimbursed by the Applicant.
- 4.2 The Planning Commission recommends that the Applicant consider the following changes to the Project:
- A. Lowering the height of the light posts in the southern part of the parking lot on the Property to minimize light pollution and negative effects of the lighting on adjacent and nearby properties in the residential neighborhood.
 - B. Increase the height of the globe arborvitae trees along the south side of the parking lot to at least 10 feet to better screen the building and commercial use from the adjacent residential properties.

Adopted by the Wayzata Planning Commission this 18th day of March 2019.

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

Voting Against Approval Recommendation: Iverson

Abstaining: None

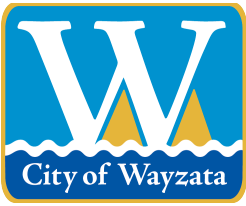
Absent: None

Attachment A
Design Critique



Attachment B
Plans





City of Wayzata City Council Agenda Report

MEETING DATE: March 19, 2019	AGENDA ITEM: 8.c.
TITLE: Consider Approval of Fifth Amendment to Antenna Lease Agreement between the City of Wayzata and AT&T Mobility Corporation	
PROPOSED MOTION: To Approve the Fifth Amendment to Antenna Lease Agreement between the City of Wayzata and AT&T Mobility Corporation	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the attached draft agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The current Telecommunications Fund balance is \$122,669.57. While the draft agreement eliminates the previously agreed upon capital contribution of \$120,000 for the monopoly, the draft agreement maintains the existing least rate, which is approximately \$30,000 per year more than what was previously agreed upon. So, the City will recoup the capital contribution after four years.

BACKGROUND:

Moving all of the telecommunications equipment off of the water tower near Klapprich Park has been a main initiative of the City for more than 5 years. AT&T is the only communications corporation that did not have any immediate plans to permanently relocate off of the tower as their existing lease doesn't expire until April 2021. Representatives of AT&T, due to their need to get off the tower during rehab and the City's willingness to not require an upfront capital contribution, have agreed to the terms of the attached lease amendment.

In summary, the lease amendment moves AT&T's equipment to the monopoly, it extends the lease to April 2025, and the existing lease rate is maintained.

Approval of this agreement means all of the equipment will be off of the water tower this spring and the Telecommunications Fund will continue to be financially solvent into the future.

ATTACHMENTS:

1. 5th Amendment to Antenna Lease Agreement

Market: Minnesota/Northern Plains (MNP)
Cell Site Number: MPLSMN1025
Cell Site Name: Wayzata
Fixed Asset Number: 10081742

FIFTH AMENDMENT TO ANTENNA LEASE AGREEMENT

THIS FIFTH AMENDMENT TO ANTENNA LEASE AGREEMENT (“**Fifth Amendment**”), dated as of the latter of the signature dates below, is by and between the City of Wayzata, a Minnesota municipal corporation having a mailing address at 600 Rice Street East, Wayzata, MN 55391 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Minnesota, successor in interest to MCI Cellcom/Cellular having a mailing address of 575 Morosgo Dr., Atlanta, GA 30324 (**Lessee**).

WHEREAS, Lessor and Lessee entered into an Antenna Lease Agreement dated April 2, 1985, First Amendment dated March 28, 2002, Second Amendment dated October 23, 2006, Third Amendment dated September 12, 2012 and Fourth Amendment dated July 19, 2016 (collectively, the “**Antenna Lease Agreement**”) whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 403 Gardner Street, Wayzata, MN 55391 (the “**Gardner Street Water Tank**”); and

WHEREAS, Lessor desires to recondition the Gardner Street Water Tank and in connection therewith Lessor desires that Lessee relocate its communications Antenna and related Equipment (hereinafter “**Communications Facility**”) from the current Premises at the Gardner Street Water Tower to the new Antenna Monopole owned and operated by Lessor at 149 Barry Avenue North, Wayzata, MN (the “**Monopole**”); and

WHEREAS, Lessee, having been informed of Lessor’s plans, is willing to relocate its Communications Facility at Lessee’s expense to accommodate Lessor’s reconditioning of the Gardner Street Water Tank; and

WHEREAS, Lessor and Lessee agree that Lessee may relocate its Communications Facility and enjoy peaceful possession of equivalent premises at the 190’ RAD Center on the Monopole, under the existing Antenna Lease Agreement, amended as necessary to reflect the new location of the Premises on the Monopole, for the remaining term of the existing Antenna Lease Agreement; and

WHEREAS, Lessor and Lessee also desire to amend the Antenna Lease Agreement to permit Lessee to install new equipment in accordance with plans previously approved by Lessor’s engineering consultant, as further described below; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Antenna Lease Agreement as more specifically set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Lessee Relocation. During the time period from March 1, 2019 through April 30, 2019, Lessee shall commence construction and installation of its Communications Facility on the Monopole, with an expected time to completion of ninety (90) days. However, in any event, all of Lessee’s equipment must

be removed from the Gardner Street Water Tank Premises and no later than May 30, 2019, unless delayed by weather or other circumstances beyond the parties' control.

2. Approved Equipment. Lessee shall be authorized to install the communications facilities and equipment previously approved by Lessor's engineering review firm, Short Elliott Hendrickson ("SEH"), by letter from John Cvek, SEH Project Review Administrator, dated September 20, 2017, based upon construction plans prepared by Black & Veatch, dated September 6, 2017. The Lessee shall complete the standard City of Wayzata building permit application process for the installation of the approved equipment.

3. New Exhibit A-5. In accordance with the approval set forth in Section 2, above, a conforming new Exhibit A-5 is attached to this Amendment to replace Exhibit A-1 to the Antenna Lease Agreement, as amended. Lessee shall have the right to construct and install the communications facilities and equipment described on attached Exhibit A-5.

4. Continuation of Antenna Lease Agreement. The terms of this Antenna Lease Agreement shall be deemed to apply to and encompass the new Communications Facility to be constructed on the Monopole. Upon completion of construction of the new Communications Facility and decommissioning of the old facility, Lessor and Lessee shall add a revised description of the Premises, which shall conform to the placement and location of the new Communications Facility on the Monopole.

5. Extension of Term. Upon expiration of the current three (3) year extension term on March 31, 2021, the term of this Antenna Lease Agreement shall be extended for an additional four (4) years ending on March 31, 2025. The rent shall be calculated as currently set forth in the Antenna Lease Agreement (including annual increases). The Lessee shall have the right to extend the lease term to March 31, 2030 by giving the Lessor written notice of its desire to so extend the lease by January 31, 2021, with the rent to be calculated as currently set forth in the Antenna Lease Agreement (including annual increases).

6. Ground Lease. Lessor represents, warrants and agrees that: (i) Lessor controls the property on which the Monopole is located (the "Property") pursuant to that certain Site Lease with Option, dated December 6, 2016, as amended March 30, 2017 and July 13, 2017, between Lessor and the owner of the Property, Independent School District #248 ("Owner"), a true and correct copy of which, together with all amendments thereto, is attached hereto as Exhibit B (collectively, the "Ground Lease"); (ii) to the best of Lessor's knowledge, neither Owner nor Lessor is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) during the term of this Antenna Lease Agreement, Lessor will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Lessee without the prior written consent of Lessee; (iv) during the term of this Antenna Lease Agreement, Lessee shall not be responsible for any cost or expense under the Ground Lease unless expressly set forth in this Antenna Lease Agreement with specific reference to the applicable section of the Ground Lease; and (v) Lessor shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default under or cause the Ground Lease to be terminated. Within thirty (30) days after the date of execution of this Amendment, Lessor agrees to use its best efforts to provide Lessee a Consent, Non-Disturbance and Attornment agreement substantially in the form attached hereto as Exhibit C executed by Lessor and Owner.

7. Emergency 911 Service. In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services. Lessee shall provide

Lessor notice of the need for such additional equipment as soon as is reasonably practicable.

8. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. Other Terms and Conditions Remain. In the event of any inconsistencies between the Antenna Lease Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Antenna Lease Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Antenna Lease Agreement to itself shall be deemed also to refer to this Fifth Amendment.

10. Capitalized Term/Counter Signing. All capitalized terms used but not defined herein shall have the same meanings as defined in the Antenna Lease Agreement. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

[NEXT PAGES ARE THE SIGNAGTURE PAGES]

LESSOR:

City of Wayzata,
A Minnesota municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

On the ____ day of _____, 2019 before me, personally appeared _____, who acknowledged under oath, that he/she is the _____, of the City of Wayzata, the Lessor named in the attached instrument, and such was authorized to execute this instrument on behalf of the City of Wayzata.

Notary Public: _____

My Commission Expires: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

On the ____ day of _____, 2019, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public: _____

My Commission Expires: _____

000043-313002/5630577_3

Exhibit A-5

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by:

Kate Hunter

Black & Veatch

7760 France Ave S. Suite 1200,

Bloomington, MN 55435

Return to:

Re: Cell Site # MPLSMN1025; Cell Site Name: Wayzata
Fixed Asset Number: 10081742
State: Minnesota
County: Hennepin

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2019, by and between City of Wayzata, a Minnesota municipal corporation having a mailing address at 600 Rice Street East, Wayzata, MN 55391 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

1. Lessor and Lessee entered into an Antenna Lease Agreement dated April 2, 1985, First Amendment March 28, 2002, Second Amendment dated October 23, 2006 Third Amendment dated September 12, 2012 Fourth Amendment dated July 19, 2016, and Fifth Amendment dated _____, 2019 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
3. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

“LESSOR”

City of Wayzata, Minnesota

By: _____

Print Name: _____

Its: _____

Date: _____

“LESSEE”

New Cingular Wireless PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSOR ACKNOWLEDGMENT

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

On the ____ day of _____, 2019 before me, personally appeared _____, who acknowledged under oath, that he/she is the _____, of the City of Wayzata, the Lessor named in the attached instrument, and such was authorized to execute this instrument on behalf of the City of Wayzata.

Notary Public: _____
My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

On the ____ day of _____, 2019, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _____ of _____

This Exhibit 1 is attached to the Memorandum of Lease dated _____, 2019, by and between City of Wayzata, Minnesota, a Minnesota municipal corporation, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware liability company, as Lessee.

The Premises are described and/or depicted as follows: