

WAYZATA PLANNING COMMISSION

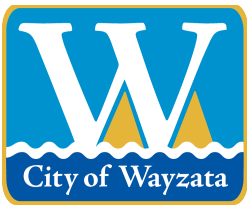
Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Monday, July 1, 2019
6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
 - a. Approval of June 3, 2019 Meeting Minutes
4. **Consent Agenda**
 - a. Request to Continue the Review of the Variance Requests for Wayzata Crossings at 1421 Wayzata Boulevard E to the meeting on July 15, 2019.
5. **Old Business Items**
6. **Public Hearing Items**
 - a. ~~Consider the Development Application for a Fence Conditional Use Permit at 663 Bushaway Road.~~ (Withdrawn by applicant June 28, 2019)
 - b. Consider the Development Application for Multiple Variances and Conditional Use Permits at 630 Bushaway Road.
 - c. Consideration of Development Application of Wayzata Woods Density and Non-Conforming Use Variances at 240 Central Avenue North
 - d. Consider the Development Application for an Amendment to a Planned Unit Development at 250 Superior Boulevard
 - e. Consider the Development Application for a Planned Unit Development Concept Plan at 215 Walker Ave N
7. **Other Items**
 - a. **Review of Development Activities**
 - b. **June 18th City Council Meeting Report**
8. **Adjournment**

Upcoming Meetings:
City Council - July 2, 2019
Planning Commission - July 15, 2019

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



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 3.a.
TITLE: Approval of June 3, 2019 Meeting Minutes	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: N/A	

BACKGROUND:

N/A

ACTION REQUESTED:

City staff recommends that the Planning Commission approve the draft minutes.

ATTACHMENTS:

1. PC 06-03-2019_Draft

**WAYZATA PLANNING COMMISSION
MEETING MINUTES
June 3, 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: Parkhill, Plantan, Merriam, Flannigan, Douglas, Iverson and Bashioum. Absent: none. Interim Director of Planning and Building Eric Zweber, Planning Consultant Nick Kieser, and City Attorney David Schelzel were also present.

AGENDA ITEM 3. Approval of Agenda

Chair Flannigan asked if there were any changes for the agenda.

Interim Director of Planning and Building, Eric Zweber stated that item 6a, the application for Highcroft North Lot Two, has been withdrawn.

Hearing no other changes, Chair Flannigan asked for a motion to approve the agenda for the meeting with the proposed removal of item 6a.

Commissioner Iverson made a motion, seconded by Commissioner Douglas, to approve the June 3, 2019, meeting agenda with the removal of item 6a, Highcroft North Lot Two. The motion carried unanimously.

AGENDA ITEM 4. Consent Agenda

a.) Table the Consideration of the Development Application for Wayzata Woods Density and Non-Conforming Use Variances at 240 Central Avenue North

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

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

AGENDA ITEM 5. Old Business Items:

a.) Consider the Recommendation to Submit the 2040 Comprehensive Plan to the Metropolitan Council

Interim Director of Planning and Building, Eric Zweber stated that on May 20, 2019, the Planning Commission conducted a public hearing for the 2040 Comprehensive Plan. Following the public hearing, the Planning Commission discussed a number of topics including affordable housing and density. The Planning Commission tabled the consideration of the consideration of the 2040 Comprehensive Plan to conduct a work session to review and discuss these topics in further detail. On May 29, 2019, the Planning Commission conducted a work session to review the 2040 Comprehensive Plan in further detail. The discussion focused on: density ranges for the Central Core Residential, Medium Density Residential, and Mixed-Use Residential/Commercial land use designations; what portion of the Lake Effect project is led by the City and what portion is led by the Conservancy; and correct the references to the Sustainability Commission, the Parks Master Plan, Lake Street, and population to employment ratios. The changes were included in an updated 2040 Comprehensive Plan and detailed in a Memorandum that was distributed to the Commission prior to the meeting. He stated that two comments were received from residents regarding the Comprehensive Plan. These were included in the packet with the agenda. He added that Stephanie Falkers of SRF would be providing an overview and summary of the Comprehensive Plan and the next steps in the approval process.

Senior Associate Planning Consultant, Stephanie Falkers, SRF Consulting Group stated that her company helped the City develop the draft 2040 Comprehensive Plan, which was reviewed by the Planning Commission at the May 20, 2019, hearing. Various questions and concerns were raised by the Planning Commissioners and the public during the public hearing. A motion was passed to table action on the draft Comprehensive Plan to the June 3, 2019, Planning Commission meeting. A workshop was held on May 29, 2019, with the Planning Commission and staff where changes and questions were discussed. A number of updates to the Comprehensive Plan were proposed by the Planning Commission through the workshop. These changes were addressed, and updates were made to the draft plan. These changes are intended to be forwarded to the City Council for consideration before submittal to the Metropolitan Council. These changes were documented in a Memorandum provided by SRF Consulting Group, and Ms. Falkers shared the details with the Commission.

Chair Flannigan stated that the updates had not been included in the draft 2040 Comprehensive Plan that the Commission received.

Interim Director Zweber stated that due to the quick timeline between the workshop and the Planning Commission meeting Staff will need more time to completely update the draft plan with the identified changes.

Chair Flannigan asked the Commission if they had any additional questions for Ms. Falkers.

Commissioner Douglas stated that section 9-5 on page 138 of the packet included a statement regarding the completion of a parking study along Lake Street to analyze the impacts of converting

1 on-street parking to other uses. She acknowledged that some updates were made to the section but
2 stated that the statement continues to be concerning.

3
4 Ms. Falkers replied that a statement from the Vision 2040 Think Tank describing its view of the
5 “Preferred Future” was removed from the draft Plan because it wasn’t a policy level discussion
6 about the Lake Street Conversion. She added the Commission could remove the statement
7 regarding the completion of a parking study along Lake Street as part of its recommendation to
8 City Council.

9
10 Chair Flannigan asked Mr. Zweber to add the concern as a point for the City Council to address.

11
12 Chair Flannigan asked the Commission if they had any additional questions for Ms. Falkers. There
13 being no additional questions, he thanked Ms. Falkers for her work and expressed appreciation for
14 her time.

15
16 Chair Flannigan stated that they have had a public hearing, discussion and a subsequent workshop
17 regarding the draft 2040 Comprehensive Plan. The comments will be updated in the draft Plan.
18 He asked the Commissioners to finalize their comments.

19
20 Commissioner Bashioum stated that her concerns were addressed at the workshop. She further
21 stated that she continues to have reservations and has documented these comments to be included
22 in the record.

23
24 Chair Flannigan stated that the comments can be given to Mr. Zweber to be included with the
25 information for the City Council’s consideration.

26
27 Commissioner Merriam asked if all comments were to be submitted to Mr. Zweber to be included
28 with the information for the City Council’s consideration. She asked if they shouldn’t be made
29 during a public hearing and expressed aloud.

30
31 Chair Flannigan replied that if the Commissioners would like their comments on record, they may
32 do so. He added that he doesn’t think anything is going to be added to what has already been
33 decided.

34
35 Interim Director Zweber clarified that Commissioner Bashioum’s comments were items that the
36 Commission could not reach a consensus about.

37
38 Chair Flannigan responded that he would like for the Commission to add anything that has not
39 previously been discussed or addressed in the updates detailed in the Memorandum.

40
41 Commissioner Merriam stated that she is not comfortable voting on a document that she has not
42 seen finalized. She asked if there was harm in tabling the item again until the finalized version is
43 available.

44
45 Chair Flannigan stated that he can understand Commissioner Merriam’s hesitancy but asked for
46 the Commission to trust the staff that is in place to assure that the comments will appropriately be

1 shared with the City Council. He asked for City Attorney, David Schelzel to give the Commission
2 guidance.

3
4 Commissioner Bashioum stated that her concerns were addressed during the workshop and some
5 of her concerns were not added to the list due to the Commission not reaching a consensus. She
6 added that her concerns were regarding density in what she felt were randomly chosen areas.

7
8 City Attorney David Schelzel stated that the action before the Commission is a recommendation
9 to the City Council regarding the draft Comprehensive Plan. He stated that the workshop allowed
10 the Commission to discuss updates and those changes were outlined by the consultant in the
11 Memorandum. The Commission can vote on the plan as amended by the outline or vote to table
12 the action to allow staff to create an updated draft Plan containing all of the specific updates. He
13 added that he believes that Mr. Zweber and staff are clear on the changes that are being
14 recommended.

15
16 Commissioner Iverson stated that she continues to question the amount of density needed. She is
17 concerned about the infrastructure and the traffic that the plan will bring to the city. She stated
18 that the Met Council does not require as large of a density increase as the plan includes. She also
19 does not think that the density is being shared equally in the city due to the plan indicating that
20 specific neighborhoods would have exemptions. She stated that the density increase in the Central
21 Core residential area is substantial and the increase in height and traffic could make that area
22 similar to the busy Excelsior Boulevard in St. Louis Park. Adding multi-level apartment buildings
23 among the retail buildings on Wayzata Boulevard will have a huge impact on an already difficult
24 place to drive. Traffic and safety continue to be a concern. She added that the draft Comprehensive
25 Plan has a statement regarding maintaining and enhancing tree coverage that is in direct conflict
26 with the current tree ordinance.

27
28 Commissioner Plantan stated that the introductory statement on page 16 of the draft
29 Comprehensive Plan states that a pedestrian focus should be the priority which will in turn develop
30 a tighter community and make way for higher density. She would like that statement removed or
31 rewritten.

32
33 Commissioner Merriam stated that she also has concerns regarding density. She identified a
34 couple of statements in the draft Comprehensive Plan that say that higher densities strengthen the
35 sense of community and increases walkability. She questioned the need for these statements. She
36 stated that there are currently a number of mixed-use units under construction on Lake Street and
37 the impact they will have on traffic is unknown. She also stated a concern with page 3-3 under the
38 Central Core residential section that states lower density multi-family developments may also be
39 allowed.

40
41 Chair Flannigan asked the Commission if they would accept a general comment to the City Council
42 recommending it consider the general dynamics of density through the entire document. He stated
43 that it is the density approach in the draft Comprehensive Plan as it is relevant to the values that
44 were developed in the Vision statement.

1 Commissioner Merriam stated that page 3-17 still states the density for the Central Core
2 Residential land use category as 3 to 8 units per acre when it should have been changed to 3 to 6
3 units per acre. She also stated that page 8-18 mentions the Lake Effect project, which she states
4 should have been taken out.

5
6 Chair Flannigan responded that the Commission did not agree to take out every mention of the
7 Lake Effect project but instead wanted to ensure the funding for the project is clear.

8
9 Interim Director Zweber stated that he understood the consensus from the workshop was to have
10 the Lake Effect project funding source be identified in the Comprehensive Plan; not to completely
11 remove it from the document. He added that the workshop was a discussion and the Commission
12 can vote on the topic to move it forward.

13
14 Chair Flannigan stated that his recollection of the discussion with City Manager Dahl is that the
15 Lake Effect project is a City project that has been approved to move forward from a planning
16 standpoint but without City funding. He understood that the consensus was for a clarification of
17 private versus public funding of the Lake Effect project in the Comprehensive Plan.

18
19 Commissioner Merriam acknowledged what Chair Flannigan stated but further commented that
20 the sentence in the Comprehensive Plan implies that the Lake Effect project is happening and is
21 moving forward in its entirety; however, this has not yet been determined.

22
23 Chair Flannigan clarified that the document should be clear on the Lake Effect project funding and
24 the viability of the project through the entirety of the Comprehensive Plan.

25
26 Commissioner Bashioum questioned the introductory chapter page 1-8 which stated that the corner
27 of Superior Boulevard and Wayzata Boulevard could house the second City Plaza. She added that
28 the statement makes no sense due to current construction at that site and the current traffic
29 difficulties. She would like this statement taken out.

30
31 Wayzata City Engineer, Mike Kelly stated that there is a project being discussed for the
32 intersection of Wayzata Boulevard and Superior Boulevard with the possibility of an additional
33 sidewalk, trees, and garden area to be located on one of the corners. He stated that the Vision
34 document describes the project.

35
36 Commissioner Bashioum asked if the word plaza could be removed from the identified section
37 and wording like "landscape centerpiece" be added.

38
39 Mr. Kelly responded that he doesn't disagree, but the language was pulled directly from the City
40 approved Vision document.

41
42 Commissioner Bashioum asked if the wording is a misrepresentation of the project.

43
44 Mr. Kelly responded that he doesn't believe that it is a misrepresentation of what it could be.

Commissioner Bashioum responded that she believes it may be misrepresenting what the described project will be. She further asked if it is going to be a placeholder for future development on the corner.

Mr. Kelly replied that the Vision document was approved last fall and he would struggle to change language that is pulled directly from this document.

Commissioner Merriam stated that the density requirement for the Mixed-Use – Commercial/Residential land use category listed on page 9-4 should read 10 units per acre. She also identified a typo on the page where it reads “affordable using” and it should state “affordable housing.” She also added that the “promote opportunities to create higher density development” statement on page 9-7 should be amended.

Chair Flannigan stated that the Commission would like the City Council to review the appropriateness of density and the overall plan in connection to the Vision statement, make sure the verbiage being used is appropriate to its intent and without typographical errors, page 1-8 needs to have connectivity statement addressed, page 3-2 has a density comment, page 3-3 states “lower density multi-family developments may also be allowed” and this should be removed, wherever Lake Effect is mentioned it needs to be clear regarding funding and its viability, and page 1-8 has a reference to plaza that needs to be defined.

There being no further questions for staff, Chair Flannigan asked for a motion to adjust the 2040 Comprehensive Plan to include the SRF Memorandum and the seven additional points discussed.

Commissioner Plantan made a motion, seconded by Commissioner Iverson, to direct staff to prepare a report and recommendation, with staff updating the document with the changes outlined in the SRF Memorandum and incorporating the seven points identified by Chair Flannigan, to reflect a recommendation of approval of submitting the draft 2040 Comprehensive Plan to the Metropolitan Council. The motion carried 4 ayes and 2 nays (Iverson, Bashioum).

AGENDA ITEM 6. Public Hearing Items:

~~a.) Consider the Development Application for the Highcroft North Two Lot Subdivision at 153 Peavey Lane~~

b.) Consideration of Development Application for the Boatworks Redevelopment Planned Unit Development Concept Plan, Shoreland Impact Plan/ Conditional Use Permit, and Zoning Ordinance Text Amendments at 294 Grove Lane East

Interim Building and Planning Director Eric Zweber stated that the proposed Boatworks project is a five-story building with the first two floors being commercial (restaurant and office) uses and the top three floors being occupied by 33 residential units. A staff report was provided of the planned unit development concept plan, shoreland impact plan/conditional use permit, and Zoning Ordinance text amendment requests that would be the first stage of the redevelopment review. The applicant and property owner, Boatworks II, LLC, submitted a development application requesting approval of (i) a planned unit development (PUD) concept plan for a new five-story mixed-use

1 building consisting of office, restaurant, retail, service commercial, and residential condominiums
2 uses, (ii) shoreland impact plan/conditional use permit (SIP/CUP) related to the height and
3 impervious surface coverage of the proposed building, and (iii) Zoning Ordinance text
4 amendments related to height, setbacks and rooftop equipment to allow for the redevelopment of
5 the property at 294 Grove La E. Notice of the public hearing on the Application was published
6 in the Lakeshore Weekly news on May 23, 2019. The public hearing notice was also mailed to all
7 property owners located within 350 feet of the subject property on May 22, 2019.

8
9 In 1997, the City granted a planned unit development/conditional use permit (PUD/CUP) for the
10 property that amended the existing CUP for Marina and Restaurant Uses in the C-3 zoning district
11 to allow for an expansion of the uses on the property. In 2002, the City granted an amendment to
12 the PUD/CUP to allow for a change in the types and amount of uses within the Boatworks to
13 include office, retail, and restaurant uses. This amendment included additional seasonal parking
14 for the City beach and ten additional public boat dock spaces. In 2015, the City granted an
15 amendment to the PUD/CUP to allow for a joint brewery and distillery to be constructed within
16 the Boatworks.

17
18 In the current application, the applicant and property owner has applied for approval for a PUD
19 concept plan and a SIP/CUP to demolish the existing Boatworks building and replace it with a new
20 five-story mixed-use building consisting of office, restaurant, retail, service commercial, and
21 residential condominium uses. The proposed net square footage of the office uses is 68,841 square
22 feet and the proposed restaurant square footage is 8,797 square feet. The total gross square footage
23 of the entire building is proposed to be 239,940 square feet. To accommodate this redevelopment,
24 a three-level parking structure would be constructed within the building that would provide 294
25 parking stalls. There are an additional 85 parking stalls located north of Lake St as part of 1997
26 approval that would provide a total of 379 parking stalls.

27
28 The Commission is only required to review the PUD Concept Plan at this stage. Should the PUD
29 Concept Plan be approved, the design review will be conducted with the PUD General Plan stage
30 of development.

31
32 The Bluff and Lake District design standards do not allow rooftop mechanical equipment. The
33 applicant is requesting a text amendment that would allow this lot to be reviewed under the
34 Wayzata Blvd design standards, which allows rooftop mechanical equipment provided that the
35 rooftop mechanical equipment is screened.

36
37 The applicant is also requesting the text amendment to allow for rooftop air conditioner condensers
38 on the penthouse roofs. Section 933.02 of the Zoning Ordinance stipulates that the maximum
39 building height in a PUD District shall be the lesser of 35 feet or three stories. The proposed
40 building height of five stories, 75 feet, 6-inches and 48 feet to the elevator overrun requires a text
41 amendment and a conditional use permit/shoreland impact plan. The applicant requests as s part
42 of the text amendments to the PUD standards that additional height or reduced setbacks can be
43 considered with sufficient public benefits.

44
45 Prior to the public hearing, the City received one public comment. Brad Hoyt provided an email
46 to the City Manager Jeffrey Dahl regarding the proposed Boatworks redevelopment on May 28,

2019. Mr. Hoyt's email outlining his concerns and viewpoints was attached to the staff report. He shared information regarding the public hearing process. On June 11, 2019, the City Council and HRA will be exploring the potential use of Tax Increment Financing (TIF) associated with the Boatworks site in the form of a workshop or at their regular meeting. The objective will be to determine whether TIF should be explored to assist in accomplishing additional City initiatives, specifically around the West End/Lake front areas.

Chair Flannigan asked the Commission to share their questions.

Commissioner Merriam asked if the property was in the Shoreland Overlay District and thus requires a 75-foot lakeshore setback. She stated that the ordinance also has language for additions or expansion, while noting the proposal is for demolition.

Interim Director Zweber responded that this project may require the applicant to request a variance for existing non-conforming lots. The proposal is for a building that is less than 75 feet from the lake.

Commissioner Douglas stated that there is a shared parking agreement with the City and she wanted to know what the impact would be for replacing existing parking with a ramp. Specifically, she questioned how the change would affect the shared parking agreement and what the City needs.

Interim Director Zweber stated that the developer will provide more information regarding parking. The proposal would remove the one-story shared parking facility and replace it with a three-story parking structure.

Commissioner Douglas stated that the ramp will also be imposing on Grove Lane. She asked what the impact of that would be.

Interim Director Zweber stated that the area on Grove Lane has an abnormally-wide, triangular-shaped appendage that would be impacted.

Chair Flannigan asked for clarification on the zoning request and what the potential impact would be on other properties.

Interim Director Zweber replied that the property is in the Bluff District and they are requesting an amendment for one of the 24 standards, which pertains to roof top equipment. The one standard deviation is available in the Wayzata District. He added that the majority of the other C-3 district properties are located on Wayzata Boulevard and within the Wayzata District.

Chair Flannigan asked for clarification on the parapet wall.

Interim Director Zweber explained that the fourth-floor mechanics will be completely screened from view using wood material on one side and by fifth floor on the lake side.

There being no further questions from the Commission for Staff, Chair Flannigan invited the applicant to speak to the Planning Commission about the application.

1
2 Applicant, Rick Born, 294 Grove Lane E, stated his appreciation for the opportunity to share
3 Boatworks II, LLC's vision for the site and that he understands the importance and the
4 responsibility that goes along with the stewardship of the site. He acknowledged that the height
5 variance requested will have an overall impact on the site as well as on precedence. He believes
6 that there are many impactful benefits to the City, its residents, and the community in general. He
7 stated that the property has been an important part of the Wayzata history for over 100 years and
8 it may have outlived its useful life. He introduced the team that has been working on the project.

9
10 Applicant's representative, Steve Bohl, 540 Far Hill Rd, stated that a lot of effort has gone into the
11 plan preparation for the current concept plan review. He stated that the focus has been on using
12 world class design while balancing a maximum public benefit. The project team's hope is to get
13 feedback from the community about its likes and dislikes. He shared a computer-generated aerial
14 video of the proposed development.

15
16 Applicant's representative, Terry Schneider, 15333 Boulder Creek Dr., Minnetonka, stated that he
17 would try and explain conceptually the plan as well as answer questions. He started by stating that
18 they would be raising the entire site up as well as reconstructing part of Grove Lane and the beach
19 parking lot with the plan of improving the stormwater management and reducing flooding in prone
20 areas. The first floor, which is called grade level or lake level, will be covered parking and will
21 generally be available for public use. The applicant will release its easement of the beach parking
22 because it will have adequate parking within the ramp to meet the Zoning Code requirements. The
23 grade level will also contain the current restaurant and brewery space but will be combined to
24 create a new restaurant space with an expanded patio. There will also be an atrium, office space,
25 and space for storage, boilers, garbage removal, and generators with a designated delivery bay that
26 will accommodate a semi-trailer. The applicant will remove a small building at the north corner
27 of the property to allow more space to accommodate large vehicles as well as large trailered boats
28 to pull in and then turn their vehicles 180 degrees to either access the boat launch or to exit the
29 property. All of the rainwater for the entire structure will be emptied into storm drains with
30 filtration systems that will be able to treat the water to the required standards. He explained the
31 applicant's long history of working with the City and how it has negotiated the current variance
32 agreements. He added that the applicant is not pursuing amendments to the current agreements
33 rather it is seeking new PUD agreements that will allow the project team to make more substantial
34 stormwater improvements than what was possible previously. The second level is referred to as
35 the mezzanine level, which will contain reserved parking for the condominiums as well as will
36 provide the possibility of some semi-shared parking space for the public. This level will also house
37 the general mechanical equipment and storage space for the condominium tenants. The third level,
38 which is called the podium level, is street grade and will contain office space and the potential of
39 an evening restaurant. The fourth level is called the first residential level and will have
40 condominiums, a club room, and possibly more office space. The building height increased due
41 to the setbacks needing to be designed as full roof structures to assure they are watertight. The
42 fifth level is for the custom-designed penthouses as well as the fully screened mechanical units.
43 Mr. Schneider said the project team will attempt to put the 33 air conditioning condensers within
44 the screened mechanical area, but is hoping to get a PUD agreement that will allow it to place these
45 units on the roof where they will be unseen. Mr. Schneider stated that he is confident that the
46 restaurant mechanical will fit into the designated mechanical area. The project team is planning

1 on installing a specialized exhaust fan for the restaurant to ensure the smoke will not affect the
2 condominium owners' outdoor air quality. This is still being discussed and investigated. He
3 explained that the intent in rebuilding the boardwalk was to provide an enjoyable experience to
4 walk, sit, and gather on that extends to the beach and possibly through the marina. The project
5 team is also planning a fully ADA compliant path that will extend from Lake Street all the way
6 down to the north side of the building.

7
8 Applicant's representative, David Stahl, stated that they are working very hard to create a good-
9 looking building that is engaging and looks like a place in which people would want to hang out.
10 The project team used the model of a Mediterranean hillside village that contains a variety of
11 different size balconies and patios to visually break up the scale of the building. He also explained
12 that the project team is planning to use a mix of different materials to add visual interest. He shared
13 a number of computer-generated renderings that demonstrate the scale and perspective of the
14 proposed building from a variety of locations. He demonstrated the use of tiered plantings that
15 will be used to camouflage the parking ramp.

16
17 Mr. Boll stated that he has been a resident of Wayzata for 50 years and believes that this project
18 allows him the experience to understand the character of the city. He stated that the first thing to
19 recognize is that the character is changing. He stated that the Boatworks building is about as
20 special of a property as Wayzata has, and that the property is really the only lakefront commercial
21 property there is in town. He stated that the property is deteriorating, and a redevelopment would
22 have a long-term benefit not only for the owner, but also for the city and its residents. He further
23 stated that it is difficult for pedestrians to get to the beach from the Depot as it currently functions,
24 and that the proposal offers an opportunity to improve that experience by creating a much safer,
25 inviting, visually-exciting experience for the public to get to the beach.

26
27 Chair Flannigan thanked the applicant for the detailed presentation. Chair Flannigan asked the
28 Commission if there were any questions.

29
30 Commissioner Douglas stated that the building has two façades: the lake and the street. She asked
31 for clarification about the step backs located on Grove Lane.

32
33 Mr. Stahl responded that the zoning minimum is that the top floor must have a setback that is the
34 same height as the top floor and the proposal has more than that on all levels. He added that the
35 building doesn't truly have a front or back therefore equal dedication will be made to assure a
36 visually appealing façade from all sides. He pointed out the mechanical units on the fourth floor
37 and how they are visually hidden from view.

38
39 Commissioner Merriam stated that page 25 presented a rendering from Grove Lane and she asked
40 for clarification of where the parking ramp levels matched up to the outside of the building. She
41 also asked for the identification of the parking ramp entrance from the west side of the building.

42
43 Mr. Stahl responded the parking ramps do not match up perfectly to the office space due to the
44 difference in height requirements. He added that there is no vehicular parking ramp entrance from
45 the west side of the building.

1 Commissioner Iverson stated that it looks like there are really six floors.

2
3 Mr. Stahl responded that two of the parking ramp levels are equal to the first level so it would be
4 counted as five levels.

5
6 Commissioner Parkhill asked how the 61,000 square feet of office space and 11,000 square feet of
7 restaurant space was determined.

8
9 Mr. Stahl responded that the 11,000 was determined through the required need for the restaurant
10 with space for storage and utilities. The office space was determined by what was remaining.

11
12 Commissioner Parkhill asked if there were two restaurants planned.

13
14 Mr. Stahl responded that there is currently plans for the existing restaurant with a potential plan
15 for another. The potential restaurant would be open only in the evening , which would allow ample
16 parking space.

17
18 Commissioner Bashioum asked if the semi-private pad that projects over the lake would have
19 special permit requirements.

20
21 Mr. Stahl responded that the hope is to have a gathering space in that location, but there are some
22 technical aspects that they have to work through before making it a reality.

23
24 Commissioner Plantan asked if they had weekend calculations for parking.

25
26 Mr. Schneider stated that the calculation was within the attachments of the application.

27
28 Interim Director Zweber stated that the weekend numbers were included in the full application and
29 they were not included in the provided summary because it wasn't peak time.

30
31 Chair Flannigan asked why the second-floor office space wasn't removed to make way for the
32 penthouse units on the fourth floor.

33
34 Mr. Born responded that height has always been a concern and they are sensitive to it. The original
35 plan was for a four-story building, but it was determined that the square footage wasn't enough to
36 be financially viable.

37
38 Chair Flannigan stated that they would be taking a five-minute break starting at 9:06 p.m.

39
40 Chair Flannigan called the meeting to order at 9:13 p.m.

41
42 There being no further questions from the Commission, Chair Flannigan opened the public hearing
43 at 9:14 p.m.

44
45 Resident, Bradley Hoyt, 326 Ferndale Road W., stated that he is the owner of the property that is
46 located directly across the street formerly known as the "pink" building. Five years ago, he

1 proposed developing the site into a five-story apartment building that was designed to mimic the
2 densities, heights, and everything that was used on the Promenade except it would have been 10
3 feet shorter. The application was denied on the grounds that it was “too dense, too tall, too wide,
4 and just too much of everything.” This led to Mr. Hoyt suing the city for equal protection. He
5 stated that text amendments are extremely rare to be used in an application or for a purpose like
6 this application. He added that ordinarily a text amendment is used to make a very minor
7 clarification or change. In this case it is being employed as it was on the Promenade project to
8 allow a property owner to violate the law. This law has been established and refined over the past
9 145 years in Wayzata. A text amendment is required because the legal option such as a variance
10 is not available because there is no possible legal justification for them. Faced with no way to get
11 around it, the City is now being asked to allow the applicant to break the law by creating, just for
12 it, an exception to the law. In other words, the City would be enabling the Commission of an
13 illegal act by a legal means. He stated that it is spot zoning or more accurately defined as contract
14 zoning, which is illegal, immoral, and corrupt. He stated that his property was purchased 26 years
15 ago for redevelopment and he has paid over four million dollars in taxes during the intervening
16 time. He applied for development applications several times incurring over three million dollars
17 in planning and legal costs alone. None of his applications were approved. He clarified that one
18 application was given approval, but with twelve conditions, which included removing two stories
19 and making it three different uses. He stated that was not truly an approval. Ultimately, last year,
20 after two years of working with the City Manager, Jeff Dahl, they created a plan to develop all of
21 the blighted properties on the west end of Lake Street. The plan included approval of the building
22 that he was always told he could build and Mr. Hoyt donating millions of dollars’ worth of his
23 land to the city to enable a city parking lot. Almost immediately following this a plan emerged for
24 the Boatworks, The Blue, and the Hughes property to use his donated land for their benefit. These
25 types of projects are high risk and represents a personal investment on his part of 20 million dollars.
26 He is confident that the other project applicants have invested similar amounts. He stated that to
27 confirm an illegal and massive windfall on Mr. Born is unconscionable. He stated that it is
28 estimated that a previous text amendment recipient profited 50 million dollars by allowing them
29 to break the law. He added that he would reserve his observations regarding TIF and the, so-called,
30 public benefits for the City Council. He asked that a message be sent to the applicants that the
31 Commission will not be enticed into breaking the law and committing unconscionable wrongs
32 against others, such as Mr. Hoyt, who have invested huge sums at great risk and within the law.
33

34 Resident, David Carlson, 2249 Portico Green, stated that he is part of the development team for
35 the Wayzata Blue condominium development which is located across the street from the project
36 and will likely be most affected by the project. He commented that the design of the project is
37 beautiful, and he is 100% in favor of the bottom half of the project. He added that he is 100%
38 against the top half of the project. He stated that at the beginning of his project, he met with the
39 Mayor and staff with a proposal for a four-story building for the Wayzata Blue site. The response
40 from the Mayor and staff was to not waste time or money because anything over three-stories
41 would not be approved. He read a quote from Mayor Wilcox that came from the Hoyt lawsuit:
42 “You have not only exceeded many of the provision of the ordinance, you have massively
43 exceeded them and I think if you wanted to have a citizen revolt, all you got to do is put up a five-
44 story building on Lake Street. And that is what will result, because people care about the rhythm
45 and the character of the city, and it’s not five stories on Lake Street.” He shared a picture of the
46 view from his third story condominiums that showed that the project would completely block the

1 lake view. He asked for the denial of the project because the benefit and the profit to the developer
2 would be at the expense of his buyers. He added that it is unbelievable that the project has gone
3 as far as it has when he was told to “not even think about it.” He asked for the denial of the
4 application.

5
6 Resident, Lowell Zitzloff, 319 Barry Ave., stated that there is no question that the project is
7 beautiful. He has been a resident of Wayzata for 85 years and believes that it is one of the most
8 sought after beautiful cities. He stated that there have been other projects that have added assets
9 to Wayzata without blocking others. He added that he has seven properties on the west end of
10 Lake Street with glass walls that look out at the lake. The project is going to devalue all of his
11 properties. He added that he cannot support it, every developer should be held to the same
12 standard.

13
14 Real Estate Broker, Darren Knight, office at 319 Barry Ave., stated that PUD’s allow unlimited
15 flexibility, but they should not be used to circumvent comprehensive plans, zoning rules, or to
16 create spot zoning for individual developers. He shared a statement from the City’s lawyer that
17 was made during Hoyt’s lawsuit: “A PUD is not intended as a means to vary applicable planning
18 and zoning principles, and the height of the building proposed for the proposed PUD far exceeds
19 the applicable limits for a PUD district.” He added that the project is a really big building on the
20 beach, and it will obliterate everybody’s views, and it should be denied.

21
22 Resident, Jeff Zitzloff, Lowell Zitzloff’s son, stated that the calculation of 75 feet height indicates
23 to him that the project height is actually 6.47 stories tall. He added that the idea, shared by Chair
24 Flannigan, of removing office space and placing the penthouse on the third floor made sense to
25 him.

26
27 Resident, Mary Bader, 117 Peavey Lane, stated that she is a member of the Parks and Trails Board
28 and a former member of the City Council. She was on the City Council when other Council
29 members thought that they could confine the precedence that Presbyterian Homes would be setting
30 for height by putting in a 13-acre feature. She stated that the decision is coming back and biting
31 now. She stated that the beach is not under used and she has not heard anybody complaining that
32 it needs to be remade. She added that she has been walking through it for the past 48 years. She
33 stated that the project is beautiful, but it is in a terrible location, looks like a Florida tourist hotel,
34 and would ruin the beach. It would be an affront to have it on Lake Minnetonka because there is
35 nothing else like it, nor should there be. The community values the lovely, natural, beautiful lake.

36
37 Resident, Kimberly Walsh, 495 Highcroft Rd, stated that she opposes the project for the reasons
38 that others have said. She added that it would devalue the whole north side of the lake that people
39 have worked so hard to create in the zoning and rules of Wayzata. She asked who wants to go to
40 a beach in the shadow of an office park. She believes that the project would devalue the beach
41 and the character of Wayzata.

42
43 Resident, John Nolan, 328 Barry Ave., stated that he owns the property up the bluff from the
44 project. He added that there will be a significant transfer of value if the Boatworks project is
45 approved. He reiterated that a PUD is intended to provide flexibility and creativity to allow a
46 project to go forward and not to enhance the financial returns. He is not opposed to redevelopment

1 of the Boatworks but the current proposal tramples over the regulations, principles, intentions, and
2 protections of the zoning laws, design standards, and the comprehensive plan. These represent
3 thousands of hours of volunteer time of Wayzata citizens. He stated that buildings on the
4 waterfront should be built with the idea of theatre seating with the heights increasing as distance
5 increases from the point of interest. This type of model benefits the entire City and if everybody
6 else is following those rules then so should this project. He added that many of the public benefits
7 being expressed by the developer are demanded through the bylaws. He ended by stating that he
8 would submit a letter to the Commission with further details of his comments.

9
10 Chair Flannigan encouraged everyone to submit written comments to the City Planner so that they
11 can be added to the record.

12
13 There being no one else wishing to comment on the application, Chair Flannigan closed the public
14 hearing at 9:41p.m.

15
16 Chair Flannigan asked Interim Director Zweber, to summarize the objective for the Commissioners
17 so that they can be efficient with time.

18
19 Interim Director Zweber stated that the application is the first step in a multiple step process. The
20 shoreland impact plan/conditional use permit (SIP/CUP) is a quasi-judicial review and decision,
21 meaning that the Planning Commission acts as similar to a judge in a courtroom and applies the
22 relevant rules of the Zoning Ordinance to this particular property and proposed development. The
23 Planning Commission should recommend approval of the SIP/CUP requested by the applicant if
24 the Commission determines that it meets all of the Zoning Ordinance requirements. The proposed
25 planned unit development (PUD) concept plan and Zoning Ordinance text amendments are
26 legislative reviews and decisions, meaning that the Planning Commission acts similar to a
27 legislative body and has wide discretion on whether to recommend approval or denial as long as it
28 has a rational basis for its decision. In addition, the proposed text amendment will affect all
29 properties that fall under the regulations of that section of the Zoning Ordinance, which could be
30 beyond just the property that is being proposed for redevelopment. The Planning Commission
31 should review what the applicant has proposed but is not bound to limit its review to only that
32 proposal. The Planning Commission should consider the other properties that can be affected by
33 these proposed changes and consider modifying the proposed text amendment language if it would
34 have a positive effect on those properties. The action steps would be that after considering the
35 items outlined in the report, holding the public hearing on the application, and discussing the
36 requests of the Application, the Planning Commission should direct staff to prepare a draft
37 Planning Commission Report and Recommendation, with appropriate findings, reflecting a
38 recommendation on the application for review and adoption at the next Planning Commission
39 meeting.

40
41 City Attorney, David Schelzel stated that there are three requests as part of the application and
42 City Council needs a recommendation from the Planning Commission on each of those requests.
43 The requests are for the planned unit development concept plan, shoreland impact plan/conditional
44 use permit, and Zoning Ordinance text amendment. If the Commission determines that there is
45 not a sufficient reasonable bases for the zoning text amendment, then by definition the other two
46 requests would have to be denied. If the Commission thinks that the text amendment could make

1 sense but that the applicant has not quite made that case in the concept plan, the Commission could
2 make a recommendation to Council to leave the door open for the possibility of moving forward
3 after more information is obtained.

4
5 Chair Flannigan asked the Commission to comment on the utilization of the text amendments.

6
7 Commissioner Bashioum stated that she has real concerns with the text amendment being used to
8 skirt the zoning rules that have been suggested by some of the public comments. She added that
9 the height is difficult to accept.

10
11 Commissioner Parkhill stated that he also believes that the building is very beautiful, but he
12 continues to have concerns with density, scale, and the text amendment precedence and the
13 unintended consequences. He added that it is important to learn from the Presbyterian Homes
14 project and its effect on the community. He ended by stating that he does not see enough of a
15 public benefit to be able to recommend a text amendment to the Zoning Ordinance.

16
17 Chair Flannigan asked if Commissioner Parkhill would be interested if he could see further public
18 benefit.

19
20 Commissioner Parkhill replied that he would need to see an enormous public benefit.

21
22 Commissioner Douglas stated that she has been in Wayzata for a long time and loves the vitality
23 of the community. She stated the role of the Planning Commissioners is to manage change. She
24 has heard complaints over the past ten years regarding the Promenade due to the height and mass.
25 She was able to rationalize the decision due to it being a blighted area, but she hoped that would
26 be the last such request in the community. She believes that the current Boatworks is an attractive
27 two-story building in a beautiful lake setting. The current building fits into the small-town feeling.
28 She has spent hundreds of hours at the beach with family and called it a gem. The distance that
29 the west side of the building is to the beach area and the ramp takes away from the intimate beach
30 space. She noted that in the past five years, five applications for three-story redevelopments were
31 approved from Barry to Ferndale each with slight variations due to some underground parking
32 issues. She doesn't know why they would exceed the three-story limit for the current project. The
33 Comprehensive Plan uses the phrases of fostering charm, making charm our utmost priority, small
34 and intimate development, smaller human scale, and protecting Lake Minnetonka. The
35 Comprehensive Plan is the foundation for decision-making and then zoning provides further
36 guidance. Changing into a five-story limit would be setting a precedence for years to come. She
37 added that she had spoken to dozens of residents and had only heard support from two. She
38 concluded by stating that it is a beautifully designed building, but not one that would fit in
39 Wayzata.

40
41 Commissioner Iverson stated that the scale of the building is too large and feels very urban. She
42 believes that Wayzata wants something more historical and charming and feels like it has been
43 part of the lakefront for many years. She asked what the light pollution would be for the building,
44 specifically how far onto the lake would it be seen. She talked about the Presbyterian Home
45 Development and how it divided the City. She added that one of the most important things is a
46 person's word and that applies to the City. She agreed with the focus of keeping Wayzata charming

1 and the Boatworks project's scale and mass is not fitting and would be tragic for the lakefront.
2 She concluded that she would be comfortable looking at a three-story building, but not what is
3 being proposed. She concluded that she would not recommend the text amendment.

4
5 Commissioner Plantan stated that she agreed with her fellow Commissioners and their concerns.
6 She responded to a statement from the developers about creating Instagram moments by stating
7 that area is beautiful enough with just the beach and Marina. She noted that as an architect and
8 engineer, she has huge concerns with the massing and the plans to build within 10 feet of the beach
9 parking lot. She agreed that it devalues the character of the beach and the other properties across
10 the street. She does not support the text amendment.

11
12 Commissioner Merriam stated that the building is beautiful and shows a lot of creativity but should
13 not be located on the lakefront. She stated that she was on the Commission when the Presbyterian
14 Homes Development was being decided and she did not recommend approval due to the height.
15 She stated that text amendments should be reserved for huge benefits for the City. She could not
16 recommend approval of any of the exceptions.

17
18 Chair Flannigan stated that the location was a 100-year development opportunity and because of
19 that it is an extremely importantly application. He would like to see something that would fit into
20 the neighborhood better.

21
22 Chair Flannigan asked for a motion on the application.

23
24 Commissioner Iverson made a motion, seconded by Commissioner Douglas, to direct staff to
25 prepare a draft Planning Commission Report and Recommendation, with appropriate findings,
26 reflecting a recommendation of denial of the requested Planned Unit Development, Shoreland
27 Impact Plan/Conditional Use Permit, and the Zoning Ordinance Text Amendment 1,2,&3 for the
28 application for the Boatworks at 294 Grove Lane East, for review and adoption at the next Planning
29 Commission meeting.

30
31 Commissioner Bashioum read the following statement from page 6-1 of the draft 2040
32 Comprehensive Plan: Unique character is intimately connected to the wealth of nature and scenic
33 resources that exist. She stated that the growth and development must be balanced against
34 preserving and enhancing the natural and the community amenities that create Wayzata's sense of
35 place. She concluded that care must be taken to balance changes in built form against their impact
36 to the community's significant resource, which is Lake Minnetonka.

37
38 Commissioner Iverson stated that the application does not meet the criteria set in Section 991.19C,
39 item (5) states that building heights shall be analyzed to determine the impact on surrounding
40 structures and views from the lake surface or other shores. Structures shall not be allowed to
41 exceed a height beyond that is allowed by the base zoning district or cannot be screened by
42 landscaping or other design measures. She commented that the requested height is far above what
43 the Zoning Ordinance allows. Item (6) states that residential densities on a project basis shall not
44 be allowed to exceed the maximum allowed density of the base zoning district for which the project
45 is proposed. For higher density residential development and planned unit developments, the
46 density shall not be allowed to exceed the density standards as specified in the R-5 District of this

Ordinance. Item (7) states that lot coverage on a project bases shall be restricted to the provisions for maximum impervious surface coverage as provided for in this Ordinance. Item (11) states that all projects shall be in conformance with the Wayzata Comprehensive Plan/Shoreland Management Plan, as may be amended.

The motion carried unanimously.

AGENDA ITEM 7. Other Items:

a.) Review of Development Activities

Assistant Planner, Nick Kieser stated that there will be a Boatworks work session at the June 11th City Council Meeting. The Highcroft North development application was removed. The June 17th Planning Commission meeting will have an application for a 16-unit apartment complex. There will be a number of development applications for the first meeting in July.

b.) May 21st City Council Meeting Report – Commissioner Douglas

Commissioner Douglas provided a report on the May 21st City Council meeting. A new Police officer was sworn-in. There was a recognition for the Wayzata high school National Champion Science team and for two volunteer newsletter delivery people. There was a Volunteer Committee update. They will be expanding a Bastille Day event.

AGENDA ITEM 8. Adjournment.

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

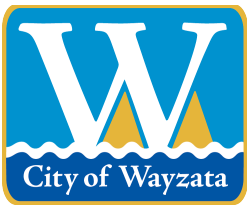
Commissioner Plantan made a motion, seconded by Commissioner Merriam to adjourn the Planning Commission meeting. The motion carried unanimously.

The Planning Commission meeting was adjourned at 10:17 p.m.

Respectfully submitted,

Jenny Groess

TimeSaver Off Site Secretarial, Inc.



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 4.a.
TITLE: Request to Continue the Review of the Variance Requests for Wayzata Crossings at 1421 Wayzata Boulevard E to the meeting on July 15, 2019.	
PREPARED BY: PeggySue Imihy, Planning Consultant	
REVIEWED BY: Eric Zweiber, Planning Consultant	
60 DAY DEADLINE: August 8, 2019	

BACKGROUND:

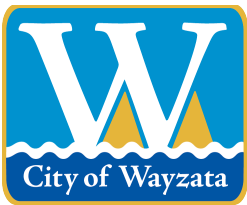
Barbro Brost, the applicant, has stated that she did not receive the email from the City stating that her variance requests would be reviewed on June 17. Ms. Brost would like an opportunity to address the Planning Commission before the vote on the draft Planning Commission Report and Recommendation. Ms. Brost cannot attend the July 1, 2019 Planning Commission meeting and therefore requests that the review of the variance request be continued until the July 15 Planning Commission meeting. The Planning Commission Chair supports the continuation.

ACTION REQUESTED:

To continue the review of the variance requests for Wayzata Crossings at 1421 Wayzata Boulevard E to the meeting on July 15, 2019.

ATTACHMENTS:

None



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 6.a.
TITLE: Consider the Development Application for a Fence Conditional Use Permit at 663 Bushaway Road. (Withdrawn by applicant June 28, 2019)	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: July 20, 2019.	

BACKGROUND:

Application Overview

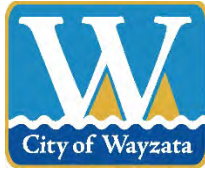
The applicant, Elevation Homes, has submitted a development application for a fence Conditional Use Permit. The applicant is proposing an 8-foot tall fence along the property line that is adjacent to Bushaway Road. Attached is a staff report for additional information on the fence CUP.

ACTION REQUESTED:

After considering the plans, the Planning Commission should direct staff to prepare a report and recommendation, with appropriate findings, reflecting a recommendation on the application for review and adoption at the next Planning Commission meeting.

ATTACHMENTS:

1. Staff Report, Site Plan, Fence Detail



**Staff Report
July 1, 2019**

Project Name: Sabes Fence
Address of Request: 663 Bushaway Road
Prepared By: Nick Kieser, Assistant Planner
“60 Day” Deadline: July 20, 2019

Development Application

Introduction

The applicants, Elevation Homes, and property owners, Jon and Kristine Sabes, are requesting approval of a conditional use permit to allow installation of an eight (8) ft (or “96 inches”) Western Red Cedar fence in the front yard of their property (the “CUP” or the “Application”) at 663 Bushaway Road (the “Property”). The Wayzata Zoning Ordinance allows fences in the front yard of a property, provided that they are not more than forty two (42) inches and no more than fifty percent (50%) solid material. The proposed fence would not meet the fifty percent (50%) solid material requirement and would be fifty-four (54) inches above the forty two (42) inch height requirement in the front yard of the property. Section 801.18.1.F of the Ordinance allows fences that do not meet the height and solid material requirements via a CUP process, provided certain criteria are met.

Application Requests

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

- Conditional Use Permit: Fences consisting of greater than 50% solid matter in front of the rear building line up to the front property line and not exceeding a height of 8 feet are allowed by CUP.

Property Information

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

Address	PID	Owner
663 Bushaway Road	08-117-22-32-0003	Jon and Kristine Sabes

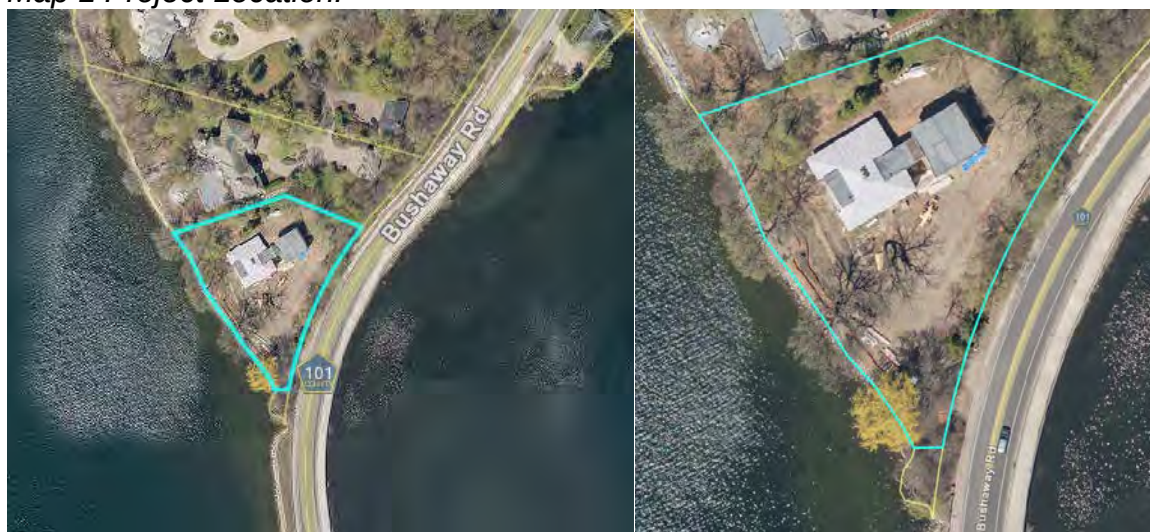
The current zoning and comprehensive plan land use designation for the property are as follows:

Zoning:	R-1A Low Density Single Family Residential District
Comp Plan designation:	Estate Single Family Residential
Overlay districts:	Shoreland Overlay District

Project Location

The property is west of Bushaway Road and the most southern lot on Bushaway Road:

Map 1 Project Location:



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	Residential	R-1A Low Density Single Family Estate District	Estate Single Family Residential
East	Bushaway Road	N/A	N/A
South	Bushaway Road/Lake Minnetonka	N/A	N/A
West	Lake Minnetonka	N/A	N/A

Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly* on June 21st, 2019. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on June 21st, 2019.

Analysis of Application

Proposed Fence

The applicant is requesting a conditional use permit for fence height and opacity for a fence located 12 feet 6 inches from Bushaway Road. The proposed plans include an 8 foot fence that goes along the eastern and southern property lines with 100% solid material. There is also an 8 foot tall motorized gate that is proposed to be at the driveway entrance, setback further from the fence line. The current allowable fence would be a forty-two inch tall fence at 50% material opacity.

The applicant states the proposed fence will help with sound and light pollution from Bushaway Road.

Fences consisting of greater than fifty (50) percent solid matter, not exceeding eight (8) feet are allowed with a conditional use permit.

Applicable Code Provisions for Review

Conditional Use Permit for a Fence: City Code Section 801.18.1.F.2 outlines the following standards for evaluating fence conditional use permits:

- A. The fence placement, height or design does not create a safety hazard with regard to, from or on a public street or roadway.
- B. The fence placement, height or design does not create a safety problem or negatively affect adjoining properties or use.
- C. The provisions of Section 801.04.2.G of this Ordinance are considered and satisfactorily met.

Conditional Use Permits: City Code Section 801.04.2.F. states that the Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

- 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.

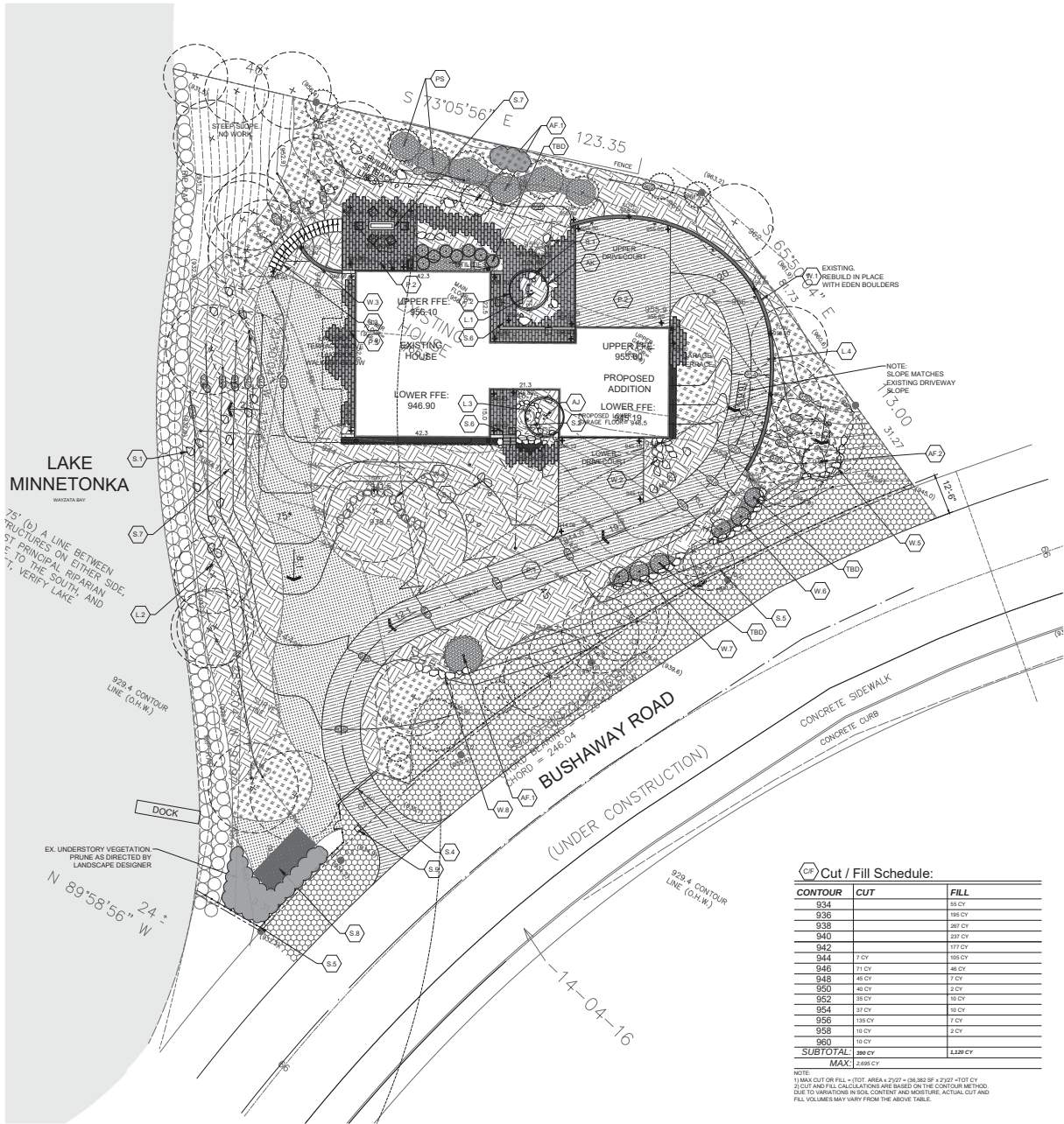
- C. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
- D. The proposed use's effect on the area in which it is proposed.
- E. The proposed use's impact upon property values in the area in which it is developed.
- F. Traffic generated 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.

Action Steps

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

Attachments

Proposed Site Plan
Fence Material Detail
Proposed Gate Plan



1 SITE LAYOUT PLAN

1/8" = 1'-0"

General Notes:

- Refer to architectural drawings for building information.
- Mark and Locate any and all utilities before any excavation or other construction activities commences.
- Notify Landscape Designer of any errors, omissions and/or discrepancies immediately.
- Landscape Designer to lay out all planting areas and boulders prior to installation.
- Install low-mow fescue with erosion control blanket. Staple blanket with heavy duty landscape staples 3' O.C.
- All trap rock areas to have landscape fabric installed underneath.
- Erosion Control measures are to remain in place until final establishment of turf and/or plantings.
- Plantings shall be grouped in 5-7 min. of the same species for massing effect.
- Locate property stakes before installation of privacy fence. All portions of fence, including footings, must be within the property line.

Legend:

- Existing Trees To Remain
- Proposed Tree
- Existing Contour
- Proposed Contour
- Proposed Spot Elevation

Paving Schedule:

SYM	KEY	MATERIAL	DESCRIPTION	QTY
P.1	BITUMINOUS DRIVE		1/2" BLUE SELECT / EVEN COLORED	5,130 SF
P.2	BULESTONE PAVING		1/2" BLUE SELECT / EVEN COLORED	2,080 SF
P.3	AGGREGATE		3/4" WASHED DRESSER TRAP ROCK MIN. 2" DEPTH	235 SF

Wall Schedule:

KEY	MATERIAL	DESCRIPTION	HT.	QTY
W.1	BOULDER WALL	EDEN BOULDERS	EXPOSED AUC.	227 LF
W.2	BOULDER WALL	EDEN BOULDERS	EXPOSED AUC.	44 LF
W.3	CIP CONCRETE WALL	FINISH TBD	Refer to Engineer Plans	23 LF
W.4	BOULDER WALL	EDEN BOULDERS	EXPOSED AUC.	25 LF
W.5	BOULDER WALL	EDEN BOULDERS	EXPOSED AUC.	25 LF
W.6	BOULDER WALL	EDEN BOULDERS	EXPOSED AUC.	25 LF
W.7	BOULDER WALL	EDEN BOULDERS	EXPOSED AUC.	25 LF
W.8	BOULDER WALL	EDEN BOULDERS	EXPOSED AUC.	22 LF

Site Furnishing Schedule:

KEY	MATERIAL	DESCRIPTION	QTY
S.1	18" - 30" EDEN BOULDER	DESIGNER TO APPROVE LAYOUT IN FIELD	VF
S.2	FOUNTAIN POOL	DETAIL TBD	1
S.3	4"x6" INDIANA LIMESTONE BLOCK STAIR	ROCKFACED EDEN BOULDER MIN. 4" OVERLAP	39
S.4	SECURITY GATE	SEE ARCH DETAIL	1
S.5	4" CEDAR PRIVACY FENCE	DETAIL TBD	288 LF
S.6	STAKE W/ BLUESTONE CORNER	MORTAR SET ON C&G	SEE PLANS
S.7	CUSTOM FIRE TABLE	DETAIL TBD	1
S.8	GRAVEL PAD	COMPACTED CLASS 5	200 SF
S.9	SECURITY GATE CONTROL / MAILBOX	DETAIL TBD	200 SF

Drainage Schedule

SYM	KEY	MATERIAL	DESCRIPTION	QTY
D.1	12" CATCH BASIN			6
D.2	4" EMITTER			4
D.3	DRAIN TILE	SCHED. 30 PVC PIPE		VF

Ground Cover Schedule

SYM	KEY	MATERIAL	DESCRIPTION	QTY
G.1	LOW MOW FESCUE		PROVIDE EROSION CTRL. BLANKET TWICE NECESSARY & STAKE	5,800 SF
G.2	SOD TURF		KENTUCKY BLUEGRASS SOD	3,680 SF
G.2	PINE STRAW MULCH		VF. PLACE BENEATH FINAL EVERGREEN LOCATIONS	VF

Planting Schedule:

TREES	KEY	NAME	SIZE	QTY	COMMENTS
AF.1		Alnus incana FRASER FIR	18 BB	3	
AF.2		Alnus incana FRASER FIR	27 BB	1	
AJ		Acacia juncea BLOODGOOD JAPANESE MAPLE	4/20	1	CLUMP
AK		Acacia juncea KOREAN MAPLE	4/20	1	
PS		Pinus strobus EASTERN WHITE PINE	18 BB	2	
TBD		Thuja occidentalis TID ARBORVITAE CEDAR	6 BB	14	

Perennial Mix Schedule

SYM	KEY	NAME	%	SPC.	SIZE	QTY
M.1		Antennaria dioica	22%	18 PL	3.5"	951
M.1		Coreopsis verticillata 'Grandiflora'	6%	24 PL	3.5"	236
M.1		Erigeron philadelphicus 'White Snow'	12%	24 PL	3.5"	550
M.1		Platanus virginiana 'Vulgaris'	6%	24 PL	3.5"	236
M.1		Salix americana 'Cordifolia'	10%	24 PL	3.5"	459
M.1		Sparganium angustifolium	18%	24 PL	3.5"	459
M.1		Veronica filiformis	2%	24 PL	3.5"	236
M.2		Canis pennsylvanicus	38%	15 PL	3.5"	887
M.2		Canis canadensis	10%	15 PL	3.5"	459
M.2		Canis ulmus 'Autumn Blaze'	22%	15 PL	3.5"	459
M.2		Canis glauca	10%	15 PL	3.5"	459
M.2		Canis virginica	6%	15 PL	3.5"	236

Lighting Schedule:

KEY	MATERIAL	DESCRIPTION	QTY
L.1	UPLIGHT	FIXTURE TBD	2
L.2	TREE (MOON) LIGHT	FIXTURE TBD	6
L.3	POND LIGHT	FIXTURE TBD	3
L.4	WALL LIGHT	FIXTURE TBD	7

Lot Coverage

CLASS	DESCRIPTION	QTY
STRUCTURE	HOUSE	3,800.84 SF
	SUBTOTAL:	3,800.84 SF
IMPERVIOUS	DRIVES & AUTOCOURTS	5,130.24 SF
	ENTRANCE COURT & WALK	762.67 SF
	NORTH TERRACE	488.98 SF
	SOUTH TERRACE	213.98 SF
	LAKESIDE TERRACE	329.22 SF
	GARAGE TERRACE	60.00 SF
	SUBTOTAL:	6,975.80 SF
WALLS + STAIRS	W.1	325.00 SF
	W.2	22.00 SF
	W.3	40.00 SF
	W.4 & BLOCK STAIR	11,700.00 SF
	W.5	40.00 SF
	W.6	40.00 SF
	W.7	40.00 SF
	W.8	40.00 SF
	SUBTOTAL:	471.00 SF
TOTALS	LOT TOTAL:	0.84 AC 36,382.00 SF
	COVERAGE TOTAL:	12,139.84 SF
	COVERAGE MAX:	32.60% (12,139.84 SF)
	DIFFERENCE:	2.98%

NOTE: DUE TO THE NATURAL QUALITY OF BOULDER WALLS, COVERAGE IS ASSUMED TO BE 1.5 IN WIDTH MULTIPLIED BY THE LINEAR FOOTAGE OF THE WALL FOOTPRINT.



LEGAL NOTICE
THIS DOCUMENT AND THE DESIGN WITHIN SHALL NOT BE REPRODUCED OR REDISTRIBUTED IN WHOLE OR IN PART WITHOUT EXPRESS WRITTEN CONSENT FROM RIVER HEIGHTS LAWN AND LANDSCAPE, LLC.

ISSUE:

DATE	BY	REV	DESCRIPTION
PERMIT	05/11/2019	001	

PROJECT #
DRAWN BY
CHECKED BY
APPROVED BY

SABES RESIDENCE
683 BUSHAWAY RD.
WATKINS, MN 55091

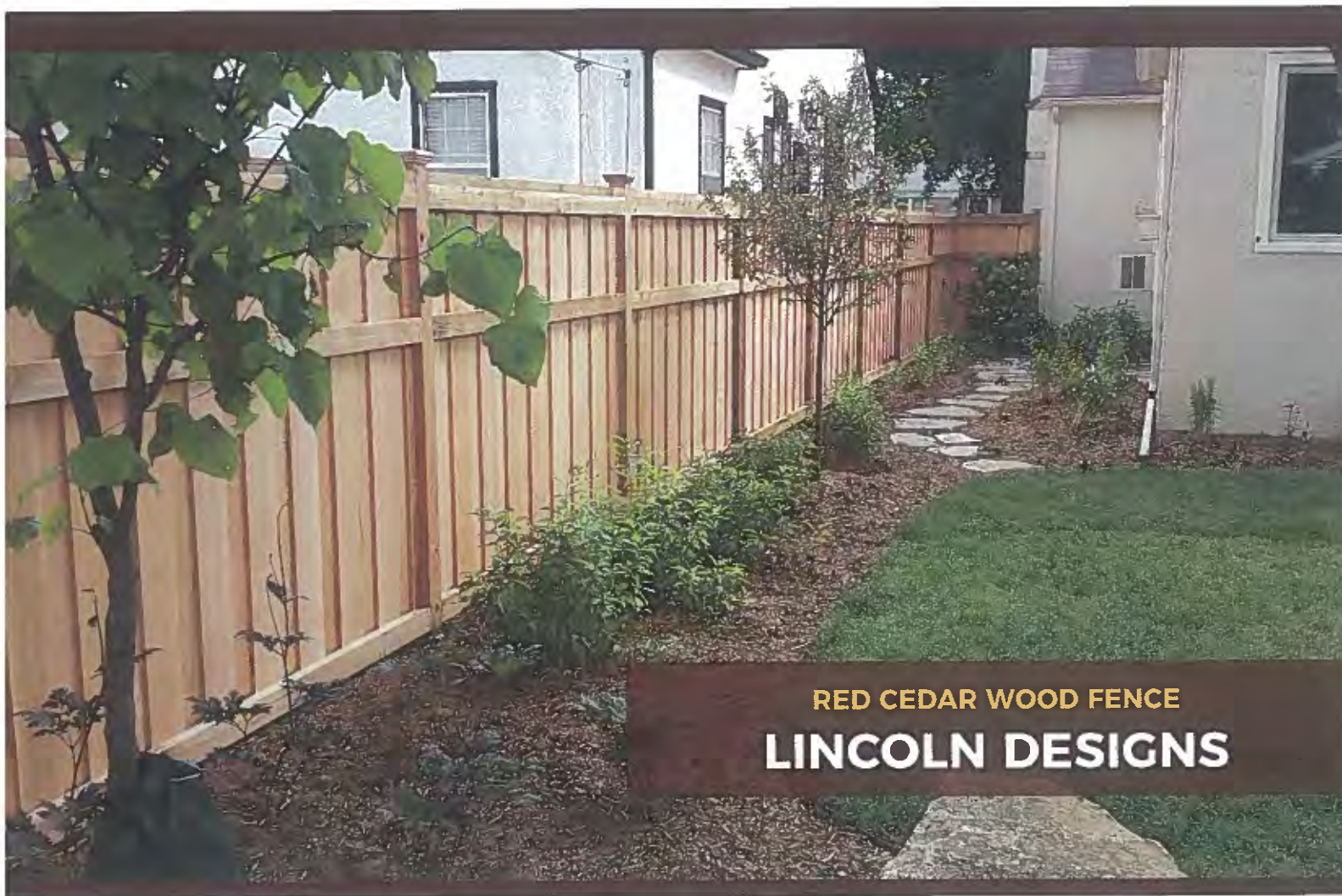


SHEET NO:

L1.0



FENCE. GATE. RAIL. IRON. CUSTOM.



RED CEDAR WOOD FENCE
LINCOLN DESIGNS

The Dakota Unlimited Way ensures Elegant Design and years of Natural Beauty

- All work performed by Dakota Unlimited
- All wood posts set in concrete footings neatly troweled above grade
- All sections built on site
- Uniform spacing of sections
- Premium Western Red Cedar
- Stainless steel nails

"Everything went perfectly from the time we got the estimate until the last board was nailed down. Dakota took care of everything... they even went the extra mile by setting up a temporary fence enclosure for our dog."

- Sara

ELEVATIONS HOMES - WAYZATA / 633 BUSHAWAY RD / WAYZATA
CUSTOM ALUM. DD ESTATE GATES W/ RS CEDAR @ OUTSIDE FACE
PRELIMINARY DESIGN / TO BE APPROVED / 06-04-19 PAGE 1 OF 1

STREET VIEW

1x6 RS CEDAR / SHADOW BOX LINCOLN

2x6 RS CEDAR CAP

1x6 RS CEDAR RAILS & VERT. TRIM PC^s

8'-0" ABOVE GRADE

INSIDE VIEW

STEEL 6x6x1/4 W SQ TUBE
EARTHSET POST W/ PYR. CAPS
LARGE ADJ. BARREL HINGES

ALUM. 2x6x1/8 W. RECT. TUBE - GATE FRAMES

TBD

POST & GATE FRAMES PAINTED BLACK

2x6x1/4
RECT.
TUBE
@
HINGE
SIDE

4" CAP / TBD

1 1/2" CAP

13' x 3 3/4"

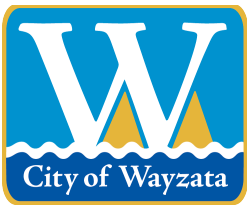
88 1/2 GATE FRAMES / TBD

16'-0" OC / TBD W/ GRADE - TBD

TBD

13' x 3 3/4"

1" = 1'-0"



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 6.b.
TITLE: Consider the Development Application for Multiple Variances and Conditional Use Permits at 630 Bushaway Road.	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: July 22, 2019	

BACKGROUND:

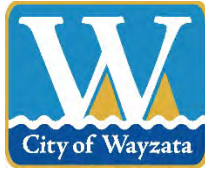
The 630 Bushaway Road project is a single-family residence redevelopment. This property currently has approvals for various variances and Conditional Use Permits, but is now applying for a change in those approvals. Attached is a staff report that describes the property and the various application requests.

ACTION REQUESTED:

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

ATTACHMENTS:

1. Staff Report, Narrative, Plans



**Planning Report
Wayzata Planning Commission
July 1, 2019**

Project Name: Pflaum Home
Applicant Peter Pflaum
Addresses of Request: 630 Bushaway Rd
Prepared by: Nick Kieser, Assistant Planner
“60 Day” Deadline: July 30, 2019

Development Application

Introduction

The property owner, Peter Pflaum is proposing to demolish the existing house, but keep the foundation, and construct a new single-family residence at 630 Bushaway Rd. The proposal requires multiple variances and Conditional Use Permits (CUPs).

Project Background

In 2016, the applicant was approved for similar variances and CUPs. In 2017 and 2018, the applicant received approval for extensions of the variances and CUPs which is currently approved until October 18, 2019. The current application proposes various changes compared to the 2016 approvals.

Property Information

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

Address	PID	Owner
630 Bushaway Rd	08-117-22-23-0008	Peter Pflaum

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

Current Zoning:	R-1A/Low Density Single Family Estate District
Comp Plan Designation:	Estate Single Family
Overlay Districts:	Shoreland Overlay District

Project Location

The property is located on the east side of Bushaway along Grays Bay.

Map 1: Project Location



Application Requests

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

- A. Variances from the R-1A zoning district requirements: The proposed project requires multiple variances from the requirements of the R-1A zoning district. The requested variances include:
 - 1. Front yard setback variance from 45 feet to 17.2 feet.
 - 2. Rear yard setback variance from 50 feet to 14.7 feet.
 - 3. Lot coverage variance from 10% to 15.2%
 - 4. Impervious surface variance from 20% to 24.88%
- B. Variances from the Shoreland overlay district requirements: The proposed project requires a shoreland setback variance from 75 feet to 14.7 feet.
- C. Conditional Use Permit for a fence: The applicant is proposing to construct a seven-foot tall wood fence along the front of the property. Fences located in the front yard that are greater than 50 percent solid matter and exceed 42 inches in height require a conditional use permit.
- D. Conditional Use Permit for non-conforming lot size and lot width: The R-1A zoning district includes a minimum lot size of 80,000 square feet and a minimum lot width of 200 feet. The existing lot has a non-conforming lot size of 10,146 square feet, and a non-conforming lot width of 158 feet. The City's non-conforming use ordinance states that approval for the construction of a single-family dwelling that does not meet the minimum lot area and width requirements may be requested as a Conditional Use Permit.

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-1A/Low Density Single Family Estate District	Estate Single Family
East	Lake Minnetonka	N/A	N/A
South	Lake Minnetonka	N/A	N/A
West	Single-family homes	R-1A/Low Density Single Family Estate District	Estate Single Family

Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly* on June 21, 2019. The public hearing notice was also mailed to all property owners located within 500 feet of the subject property on June 21, 2019.

Analysis of Application

Proposed Plan

The applicant is proposing to construct a new house on the property utilizing the existing structure foundation. The proposed house would be two stories in height, and would not include a basement. The proposed house would be 1,541 square feet in size, and would include a two car attached garage. There will be a new porch along with an addition on the road side, a new addition on the north side, and a pervious paver patio on the lake side.

Proposed Fence

The applicant is proposing to construct a seven-foot tall fence along the front of the property. The fence would be located partially in the right-of-way of Bushaway Road and partially on the subject property. The stone pedestals will be located on the subject property. Hennepin County controls the Bushaway Road right-of-way, and the owner would be responsible for obtaining all required permits and encroachment agreements with the County prior to starting construction.

The fence requirements allow a fence with a maximum height of 42-inches and a maximum opacity of 50 percent within the front yard. The applicant has requested a conditional use permit for a seven foot fence that is over 50% opaque.

Zoning

	R-1A Requirements	Shoreland Requirements	2016 Approved	Proposed
Front yard setback	45 ft. (min)	None	11.8 ft.	17.2 ft.*
Side yard setback	20 ft. (min)	None	20 ft.	20 ft.
Rear yard setback	50 ft. (min)	None	14.7 ft.	14.7 ft.*
Shoreland setback	None	75 ft. (min)	14.7 ft.	14.7 ft.*
Lot coverage	10% (max.)	None	18.3%	15.2%*
Impervious surface	20% (max.)	25% 75% with stormwater management 100% with shoreland impact plan/CUP	29.6%	24.88%*
Building height	40 ft. (max.)	35 ft. (max.)	32' 11" to roof peek	28' 11" to roof peek
Lot area	80,000 sq. ft. (min.)	10,000 sq. ft. (min.)	10,144 sq. ft.	10,146 sq. ft.**
Lot width	200 ft. (min)	75 ft. (min.)	158 ft.	158 ft.**

*variance requested

**conditional use permit requested

Applicable Code Provisions for Review

Variance Standards: Section 905.01.C provides the criteria for reviewing variances from the Zoning Ordinance. The Variance requested in the Application is a Setback Variance. The variance review criteria 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.

Shoreland Variances: Section 991.20 states that variances may be granted by the City Council in accordance with Section 905 of this Ordinance in extraordinary cases, but only when the proposed use is determined to be in the public interest. The following additional criteria shall apply within shoreland areas:

- A. Result in the placement of an artificial obstruction which shall restrict the passage of storm and flood water in such a manner as to increase the height of flooding, except obstructions approved by the U.S. Army Corps of Engineers in conjunction with sound floodplain management.
- B. Result in incompatible land uses or which shall be detrimental to the protection of surface and ground water supplies.
- C. Be not in keeping with land use plans and planning objectives for the City of Wayzata or which shall increase or cause danger to life or property.
- D. Be inconsistent with the objectives of encouraging land uses compatible with the preservation of the natural land forms, vegetation and the marshes and wetlands within the City of Wayzata.
- E. Shall constitute a hardship as defined in Section 905 of this Ordinance.
- F. No permit or variance shall be issued unless the applicant has submitted a Shoreland Impact Plan as required and set forth in this Ordinance. In granting

any variance, the City Council may attach such conditions as they deem necessary to insure compliance with the purpose and intent of this Section.

Conditional Use Permit for a Fence: City Code Section 918.01.F.2 outlines the following standards for evaluating fence conditional use permits:

- A. The fence placement, height or design does not create a safety hazard with regard to, from or on a public street or roadway.
- B. The fence placement, height or design does not create a safety problem or negatively affect adjoining properties or use.
- C. The provisions of Section 904.02.G of this Ordinance are considered and satisfactorily met.

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

- 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.

Action Steps

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

Attachments

1. Narrative
2. Site Plan
3. Approved vs. Proposed Development Application Requests

May 23, 2019

Mr. Nick Kieser
Assistant Planner
City of Wayzata
600 Rice Street E.
Wayzata, MN., 55391

Dear Nick,

I am requesting a number of variances and a conditional use permit for the construction of a new house for my wife and me at 630 Bushaway Road in Wayzata. This property has been in our family for approximately 50 years. I was born and raised in Wayzata and started my business, Lundgren Bros Construction in Wayzata, in 1969. Lundgren Bros always was located in Wayzata until I sold the company in 1999.

We have already received approval from the City Council for a larger home on this property with variances and a conditional use permit in October of 2016. We also received City Council approvals for a one year extension for these variances and a conditional use permit in September of 2017 and again in July of 2018 which is good until October 18, 2019.

We obtained the first approval in 2016 before we put our home on the market to make certain that we could build a home on this site. After obtaining approval to do this, we completed the working drawings for this home and bid it out. Unfortunately, the construction bids came back more than what we were comfortable in spending. So we decided to redesign a smaller house. We placed our current home on the market in the summer of 2018. Our house was sold in the September of 2018. However, there were a number of title issues and it took until April of 2019 to close on this sale. We have now redesigned a house smaller than the one which was previously approved by the Council in 2016. This new home is designed to take advantage of the foundation of the existing house on the property. The finished living area of the new house plan is about 20% smaller than the approved house plan and it is not as tall.

We have spent a significant amount of time and money in designing a new home on this property. We are requesting that the Planning Commission

Peter Pflaum 18070 Breezy Point Road, Wayzata, MN., 55391

and City Council approve the variances and conditional permit associated with this new plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Pflaum". The signature is fluid and cursive, with the first name "Peter" and last name "Pflaum" clearly distinguishable.



Pflaum Project - Approved vs. Proposed

Category	2016 - Approved	2019 - Proposed	Change
Net Lot Area - NLA (measured to edge of Right Of Way - ROW)	10,144 SF	10,146 SF	+ 2 SF
- House footprint (house, garage, front porch)	1,855 SF	1,541 SF	- 314 SF
- Lake patio area	509 SF	410 SF	- 99 SF
- Driveway area (within NLA only)	1,548 SF	1,344 SF	- 204 SF
- Walkway area	132 SF	82 SF	- 50 SF
- Wall / Fence area (within NLA only)	50 SF	53 SF	+ 3 SF
Total Hardcover within NLA (w/ credit accrued for areas with pervious surfaces)	3,000 SF	2,524 SF	- 476 SF
- Hardcover % of NLA	29.6 %	24.88 %	- 4.72 %
House Square Footages			
- Main level (finished)	1122 SF	910 SF	- 212 SF
- Upper level (finished)	1355 SF	1085 SF	- 270 SF
- Garage	585 SF	480 SF	- 105 SF
- Front porch	132 SF	129 SF	- 3 SF
- Lake patio	509 SF	410 SF	- 99 SF
Additional Comparisons			
- Closest point of house to ROW	11.8'	17.2'	+ 5.4'
- Max height (from main level to highest roof)	32'-11"	28'-11"	- 4'-0"
- Length of Wall / Fence in ROW	110 LF	101 LF	- 9 LF
- Hardcover of Wall / Fence in ROW	163 SF	51 SF	- 112 SF
- Total House Volume (+/- 500 CF)	≈ 46,500 CF	≈ 33,200 CF	- 13,300 CF

Summary: In most all categories, the size of the newly proposed project has been reduced by a factor of 15% - 25% or more compared to the size of the 2016 approved project, with attendant variances.

DESCRIPTION OF PROPERTY SURVEYED

PARCEL A- Certificate Number: 1178049

Par 1:

That part of Lot B, "Carpenter's Point, Hennepin County Minn.", described as follows: Beginning at a judicial monument at the point of intersection at the Northeastly line of Lot B Carpenter's Point, with the Westerly line of County Road Number 13 as now laid out and traveled across said Lot B; thence South 58 degrees 18 minutes East along the Northeastly line of said Lot B a distance of 81.3 feet to the Northeastly corner of said Lot B at the shore of Gray's Bay Lake Minnetonka, thence Southwestly along the shore of Gray's Bay to a point South 33 degrees 42 minutes West 55.65 feet from the Northeastly line of said Lot B; thence North 58 degrees 18 minutes West on a line parallel with the Northeastly line of said Lot B to the center line of said County Road Number 13; thence North 85 degrees 35 minutes West 170.35 feet; thence South 89 degrees 20 minutes West 80.4 feet thence North 54 degrees 33 minutes West 405.9 feet more or less, to the shore of Wayzata Bay, Lake Minnetonka; thence in a Northerly direction along the shore of Wayzata Bay to the Northwestly corner of said Lot B; thence South 58 degrees 18 minutes East along the Northeastly line of said Lot B a distance of 22.6 feet, more or less to a judicial monument distant 454.4 feet Northwestly of the point of beginning; thence continuing South 58 degrees 18 minutes East along the Northeastly line of said Lot B a distance of 454.4 feet to the judicial monument set at said point of beginning; Except that part thereof lying Northwestly of the center line of said County Road Number 13.

Par 2:

That part of "Legal Description I", herein after defined, lying Southeastly of the center line of County Road No. 13: "Legal Description I" is defined as follows:

That parts of Lots A and B, "Carpenter's Point, Hennepin County Minn.", described as follows: Beginning at a judicial monument at a point in the Westerly line of the public highway known as County Road Number 13, which point is 9.77 feet Northeastly along the Westerly line of said road from its intersection with the Southwestly line of Lot B in said "Carpenter's Point, Hennepin County Minn.", and which point of beginning is also 33 feet at right angles Northwestly from the center line of said County Road Number 13 as now laid out and traveled across said Lot B; thence Southwestly along the Westerly line of said road 9.77 feet to the Southwestly line of said Lot B; thence South 70 degrees 50 minutes East along the Southwestly line of said Lot B to the Southeastly corner of said Lot at the shore of Gray's Bay, Lake Minnetonka; thence Northeastly along the shore of said Gray's Bay to a point South 33 degrees 42 minutes West 55.65 feet from the Northeastly line of said Lot B; thence North 58 degrees 18 minutes West on a line parallel with the Northeastly line of said Lot B to the center line of said Count Road Number 13; thence North 85 degrees 35 minutes West 170.35 feet; thence South 89 degrees 20 minutes West 80.4 feet; thence North 54 degrees 33 minutes West 405.9 feet more or less, to the shore of Wayzata Bay, Lake Minnetonka; thence in a general Southerly direction along the shore of said Bay to the intersection of said shore line with a line bearing North 72 degrees 57 minutes West from the point of beginning; thence South 72 degrees 57 minutes East 67 feet more or less to a judicial monument at that point; thence continuing South 72 degrees 57 minutes East 425 feet to the point of beginning.

Par 3:

All of the accretions to Lot B, "Carpenter's Point, Hennepin County Minn." lying Southwestly of the Southeastly extension of the Northeastly line of said Lot B, Southeastly of the shore line of Gray's Bay, Lake Minnetonka, as shown on the plat "Carpenter's Point, Hennepin County Minn." and Northwestly of the high water line of Gray's Bay, Lake Minnetonka, as said high water line is depicted on memorial plat Doc. No. 967814.

- GENERAL SURVEY NOTES
- Site Address: 630 Bushaway Road, Wayzata, MN
 - This property is contained in Zone X, (area of areas outside the 1-percent annual chance floodplain, areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.) and Zone AE (Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.), per the National Flood Insurance Program, Flood Insurance Rate Map Community Panel No. 27053C0328E, dated September 2, 2004 as acquired from the Federal Emergency Management Agency Web Site.
 - The Land area: Gross- 20,772 Sq. Ft. - 0.477 Acres
ROW- 10,626 Sq. Ft. - 0.244 Acres
Net- 10,146 Sq. Ft. - 0.233 Acres
 - Elevations are based on MN/DOT Geodetic Database Station Name: Roger MN053 which has an elevation of: 993.879 feet (NAVD88).
 - The current Zoning for the subject property is R-1A (Low Density Single Family Residential District) per the City of Wayzata's zoning map dated October 11, 2005. The setback, height, and floor space area restrictions for said zoning designation were obtained from City of Wayzata found on their web site on the date of May 22, 2014 and are as follows:

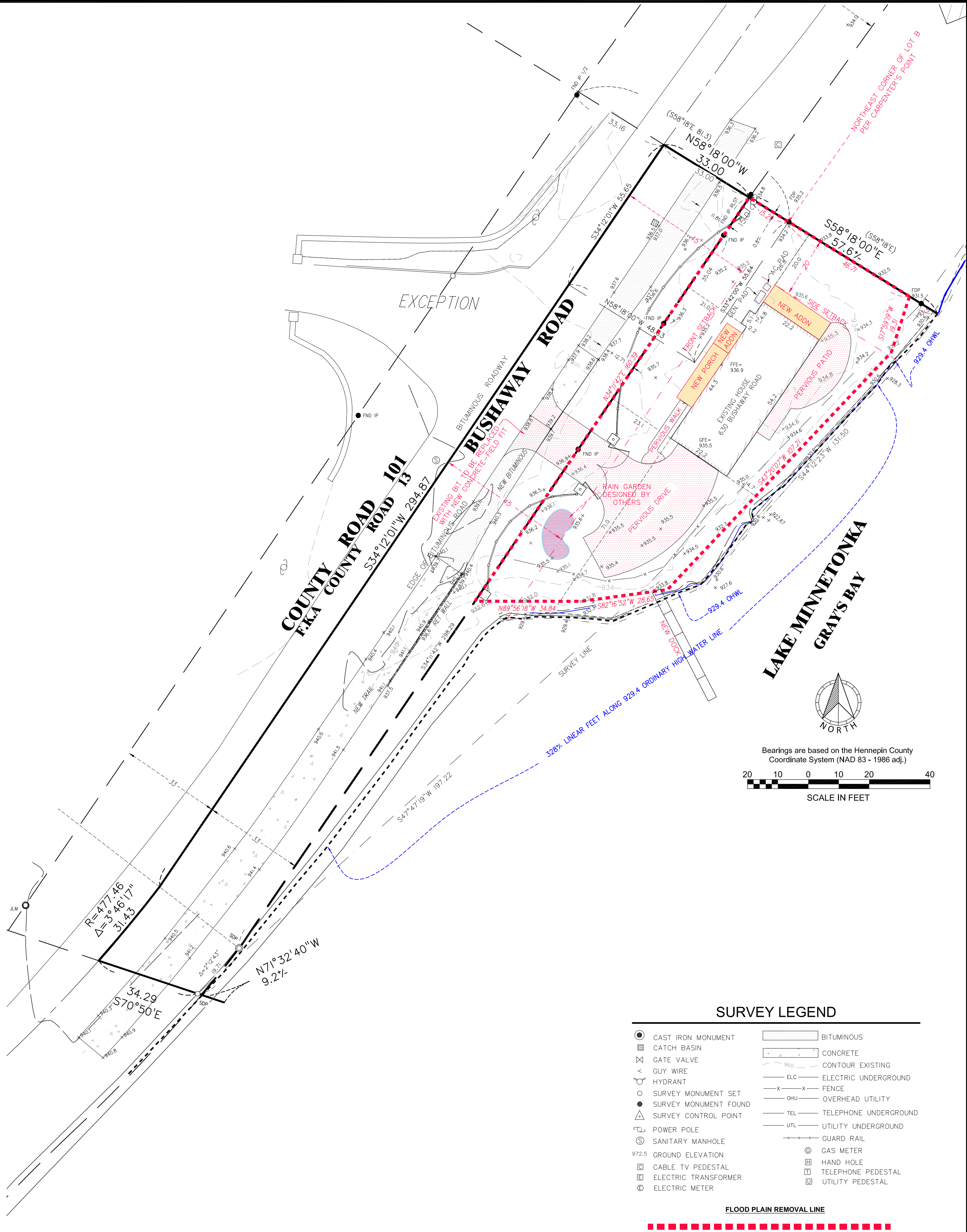
Principal Structure Setbacks - Front 45 feet (Bushaway Road)
Side 20 feet
Rear 75 feet (Lake Side- From Ordinary High Water Line)
Height - 35 feet
Hardcover- 20 percent of lot area

Accessory Structure Setbacks - Front 50 feet
Side 10 feet (Lake Side- From Ordinary High Water Line)
Rear 10 feet

Please note that the general restrictions for the subject property may have been amended through a city process. We could be unaware of such amendments if they are not in a recorded document provided to us. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site.

- We have shown the location of utilities on the surveyed property by observed evidence only. There may be underground utilities encumbering the subject property of which we are unaware.

Hardcover	
Gross Lot Area	= 20,772 S.F.
ROW Lot Area	= 10,626 S.F.
Net Lot Area	= 10,146 S.F.
House Area	= 1,214 S.F.
Addition Area	= 198 S.F.
Porch Area	= 129 S.F.
Utility Pad Areas	= 12 S.F.
Driveway Area	= 672 S.F. (50% credit of total area for pervious pavers)
Sidewalk Area	= 41 S.F. (50% credit of total area for pervious pavers)
Patio Area	= 205 S.F. (50% credit of total area for pervious pavers)
Pedestal Areas	= 53 S.F.
Total Area	= 2,524 S.F.
Gross Lot Coverage	= 12.50%
Net Lot Coverage	= 24.88%



Project:

Certificate of Survey

Project Location: Wayzata, Minnesota

Client: Peter Pflaum
18070 Breezy Point Road
Wayzata, Minnesota
Phone: 612-849-6352

Consultant: SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

Quality Control:

Quality Assurance:

Vicinity Map:

Revisions:

Signature:

Title:

Certificate of Survey

File No.: 7023-005

Sheet:

Sheet 1 of 1

PROJECT TEAM

ARCHITECT: SHARRATT DESIGN & CO. LLC

CONTACT: MIKE SHARRATT

STRUCTURAL ENGINEER

T.B.D.

GENERAL CONTRACTOR

T.B.D.

ISSUED FOR

ISSUE DATE	CHECK	MEETING SET	PROGRESS SET	REVIEW SET	BID SET	PERMIT SET	REVISION	ADDENDUM	CONST. SET
02 / 04 / 18	X								
02 / 23 / 18	X								
03 / 05 / 18	X								
04 / 19 / 18	X								
05 / 04 / 18	X								
06 / 21 / 18		X							
06 / 28 / 18			X						
08 / 29 / 18				X					
09 / 18 / 18					X				
04 / 29 / 19	X								
05 / 06 / 19	X								
05 / 09 / 19	X								
05 / 22 / 19		X	X	X					
06 / 07 / 19			X	X					

PROPOSED NEW CONSTRUCTION OF THE:

PFLAUM HOME

630 BUSHAWAY ROAD
WAYZATA, MN

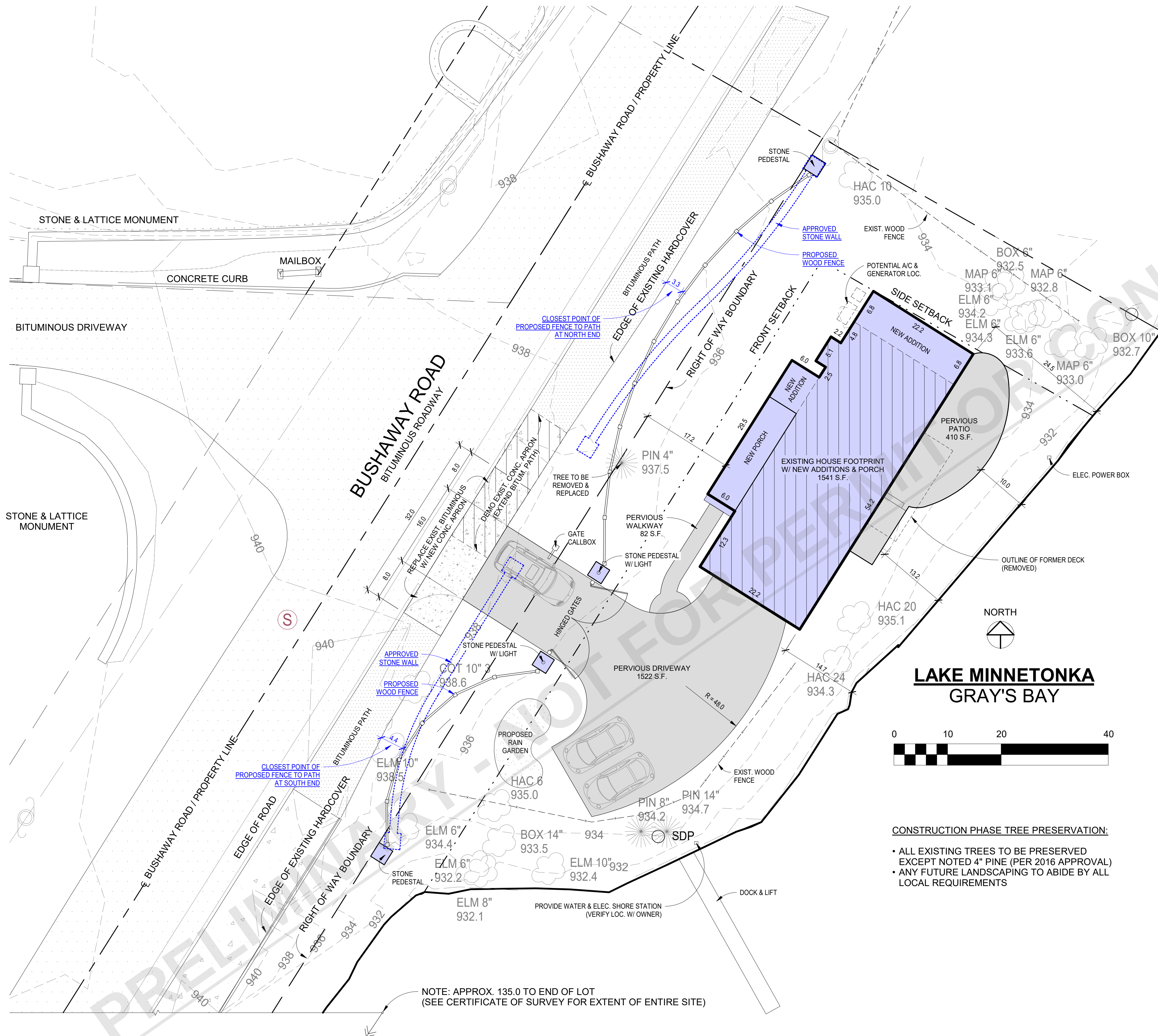
SHEET

A1

NUMBER

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AREA KEY

- EXISTING FOUNDATION FOOTPRINT
- PROPOSED EXPANSION AREAS
(WITH NEW FOUNDATION WALLS)
- PROPOSED PERVIOUS PAVER AREAS

2016 APPROVED HARDCOVER

NET LOT AREA

MEASURED TO EDGE OF RIGHT OF WAY (AREAS IN R.O.W. EXCLUDED)

NET LOT AREA = 10,144 S.F.
R.O.W AREA = 10,625 S.F.
GROSS LOT AREA = 20,769 S.F.

PER 2016 SURVEY

HOUSE = 1,855 S.F.
PATIO = 255 S.F.
DRIVEWAY = 774 S.F.
WALKWAY = 66 S.F.
STONE WALL = 50 S.F.

THESE AREAS
INCLUDE A 50%
CREDIT OF TOTAL
AREA FOR USE OF
PERVIOUS PAVERS

TOTAL IMPERV. AREA = 3,000 S.F.
COVERAGE PCT. = 29.6 % OF NET LOT AREA (10,144 S.F.)

2019 PROPOSED HARDCOVER

NET LOT AREA

MEASURED TO EDGE OF RIGHT OF WAY (AREAS IN R.O.W. EXCLUDED)

NET LOT AREA = 10,146 S.F.
R.O.W. AREA = 10,626 S.F.
GROSS LOT AREA = 20,772 S.F.

PER 2019 SURVEY

TOTAL HOUSE = 1,541 S.F.
PATIO = 205 S.F.
DRIVEWAY = 672 S.F.
WALKWAY = 41 S.F.
FENCE & PEDESTALS = 53 S.F.
A/C & GEN. PADS = 12 S.F.

THESE AREAS
INCLUDE A 50%
CREDIT OF TOTAL
AREA FOR USE OF
PERVIOUS PAVERS

TOTAL IMPERV. AREA = 2,524 S.F.
COVERAGE PCT. = 24.88 % OF NET LOT AREA (10,146 S.F.)

SHEET INDEX

PROJECT TEAM

ARCHITECT: SHARRATT DESIGN & CO. LLC

CONTACT: MIKE SHARRATT

STRUCTURAL ENGINEER

T.B.D.

GENERAL CONTRACTOR

T.B.D.

ISSUED FOR

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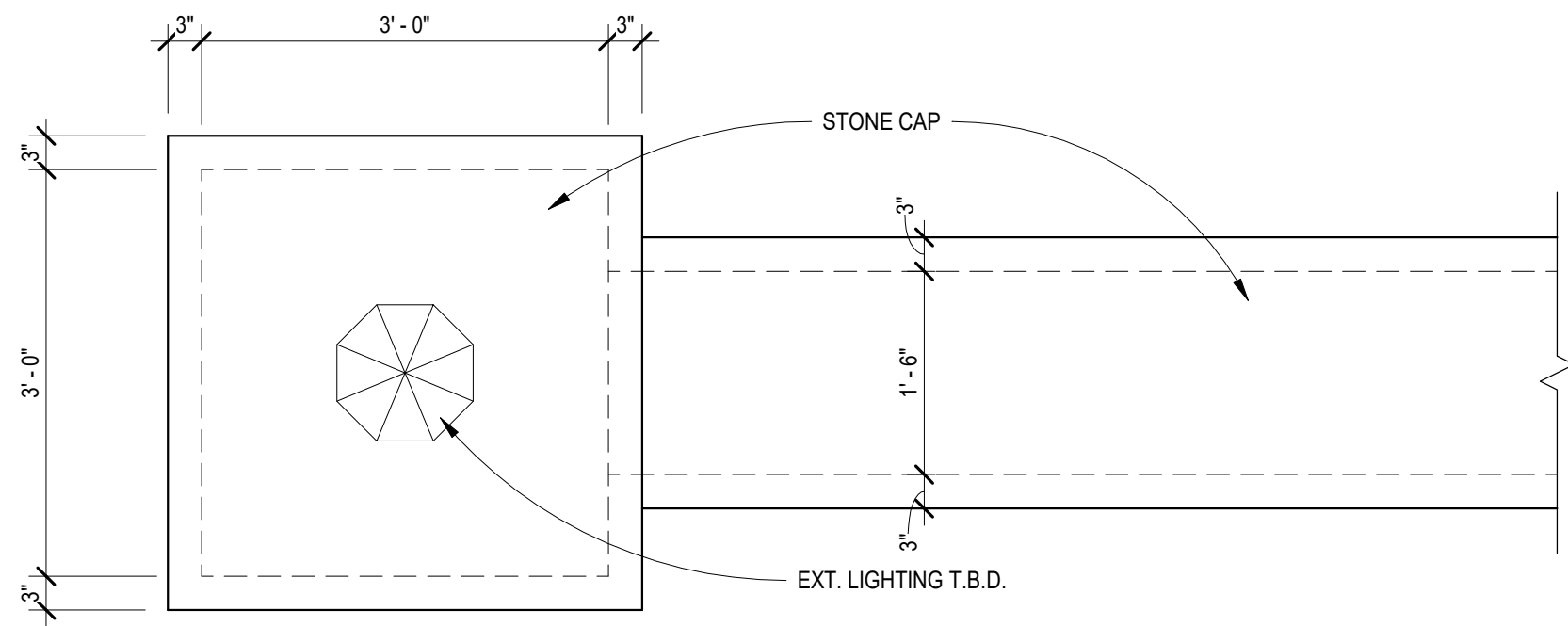
PFLAUM HOME

630 BUSHAWAY ROAD
WAYZATA, MN

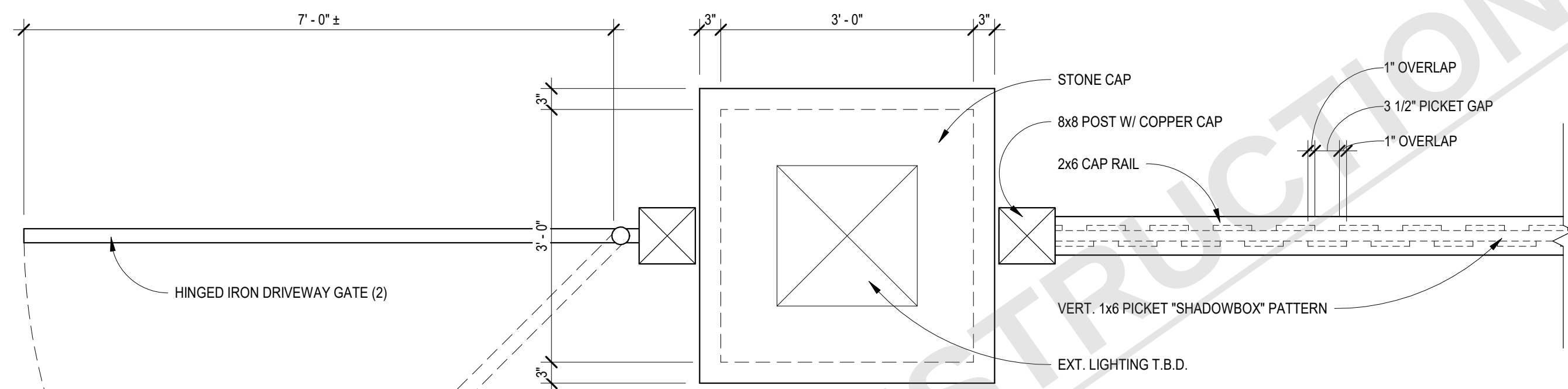
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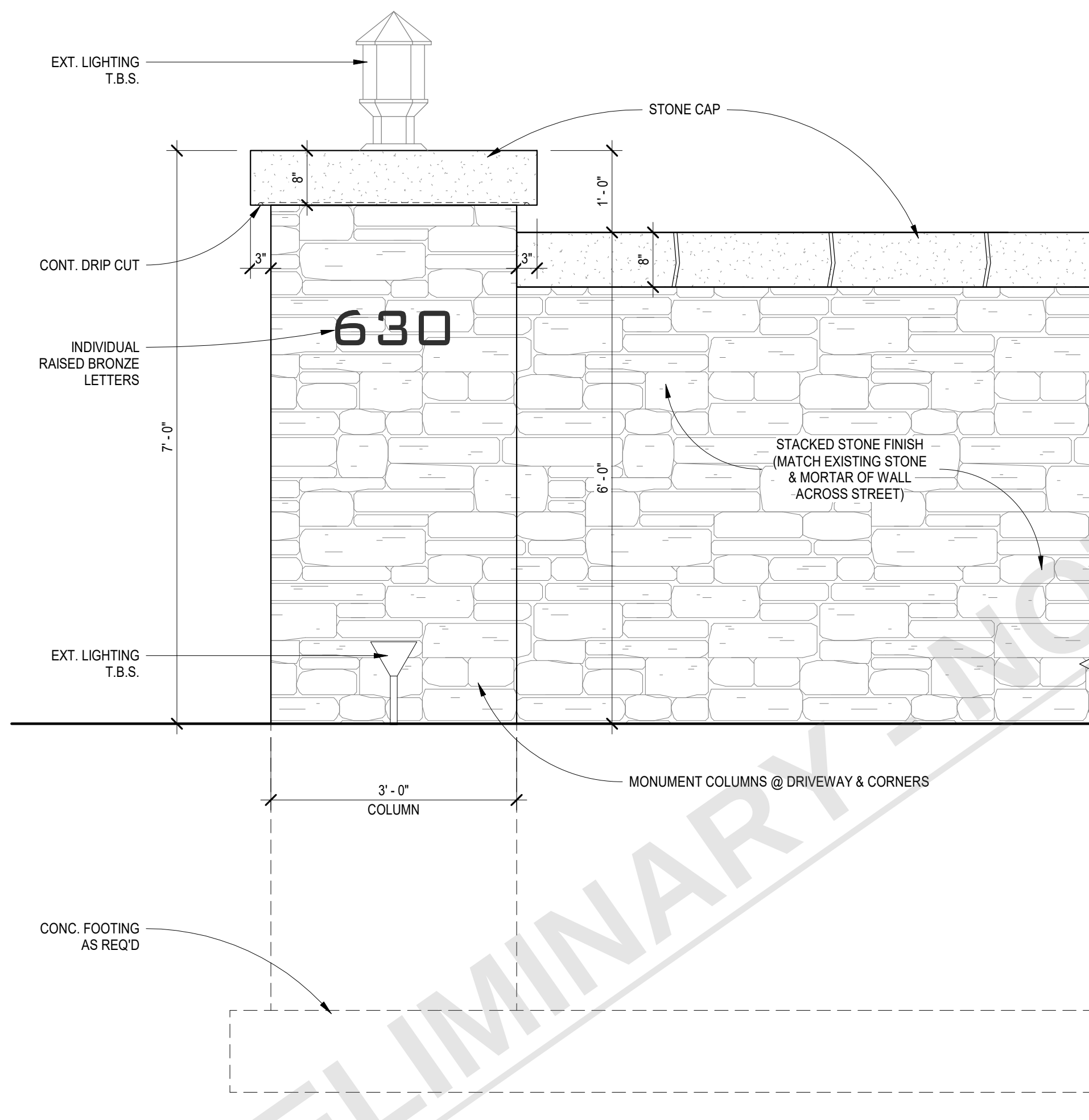
NUMBER



PLAN VIEW

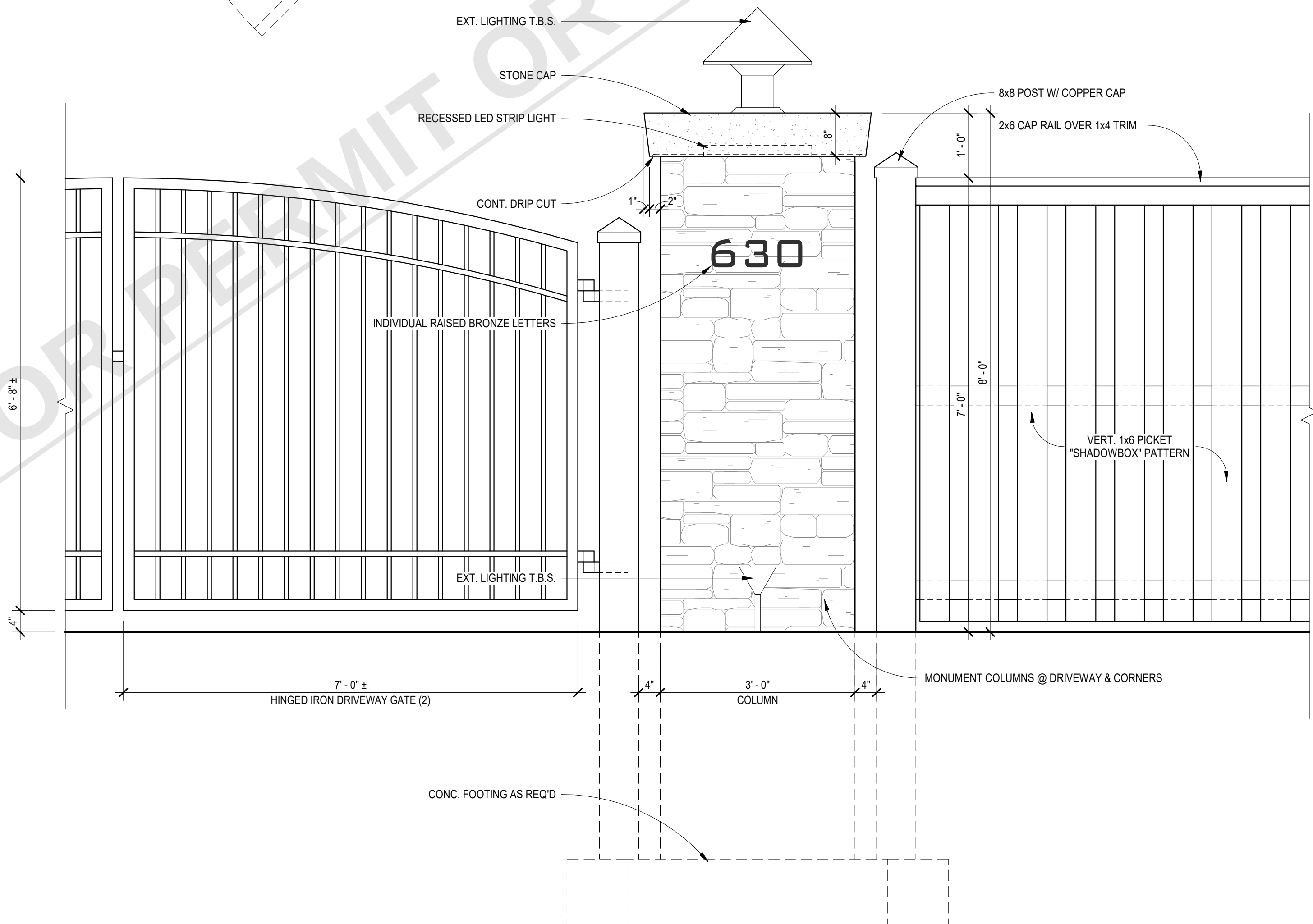


PLAN VIEW



PREVIOUSLY APPROVED STONE WALL DETAIL - 2016

3/4" = 1'-0"



PROPOSED WOOD FENCE DETAIL - 2019

3/4" = 1'-0"

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06 / 07 / 19		X	X						

PROPOSED NEW CONSTRUCTION OF THE:

PFLAUM HOME

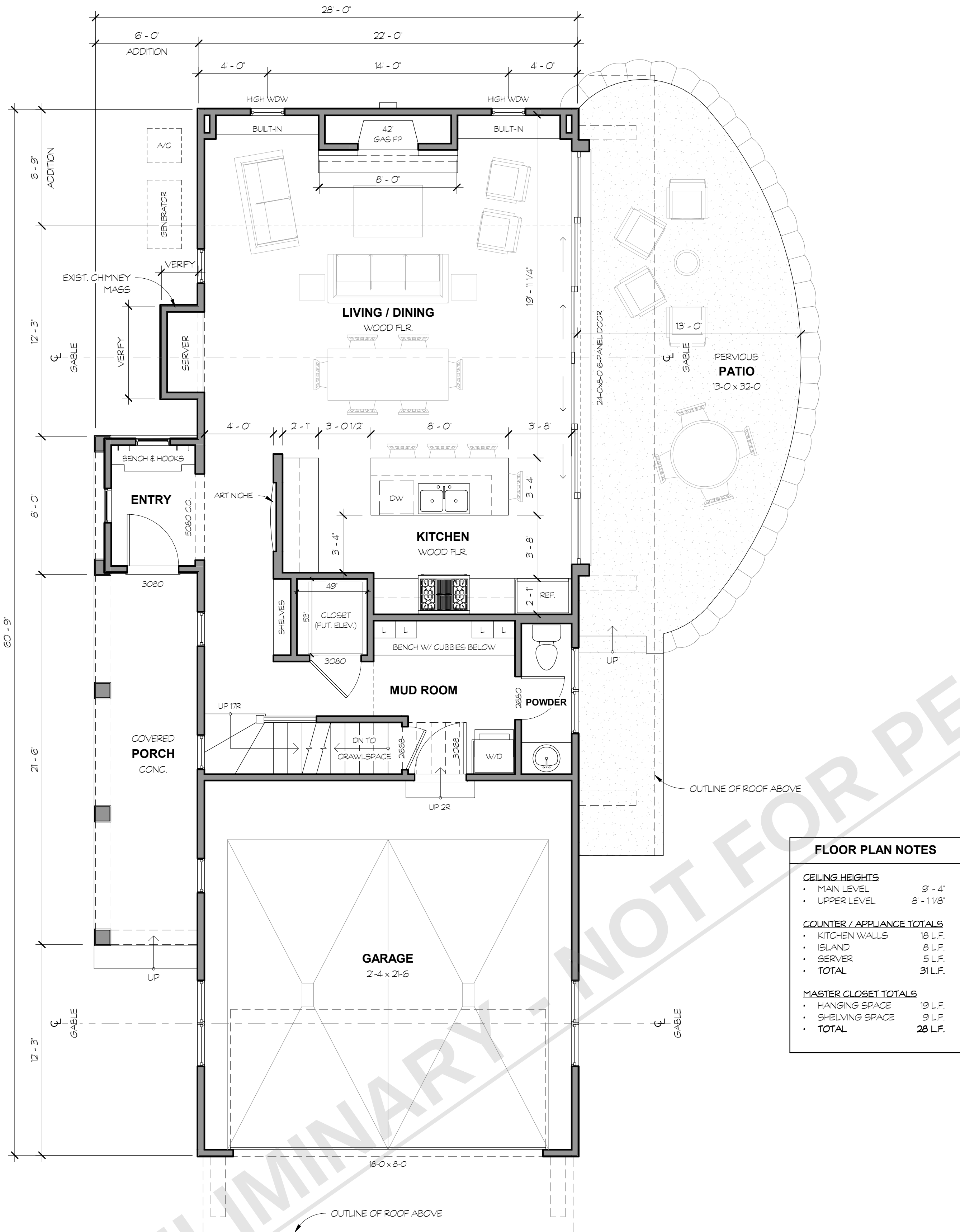
630 BUSHAWAY ROAD
WAYZATA, MN

SHEET

A2

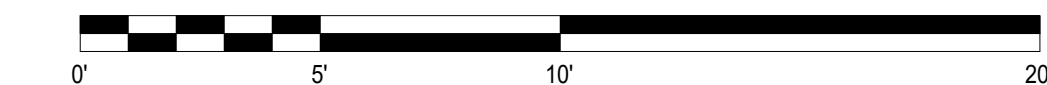
NUMBER

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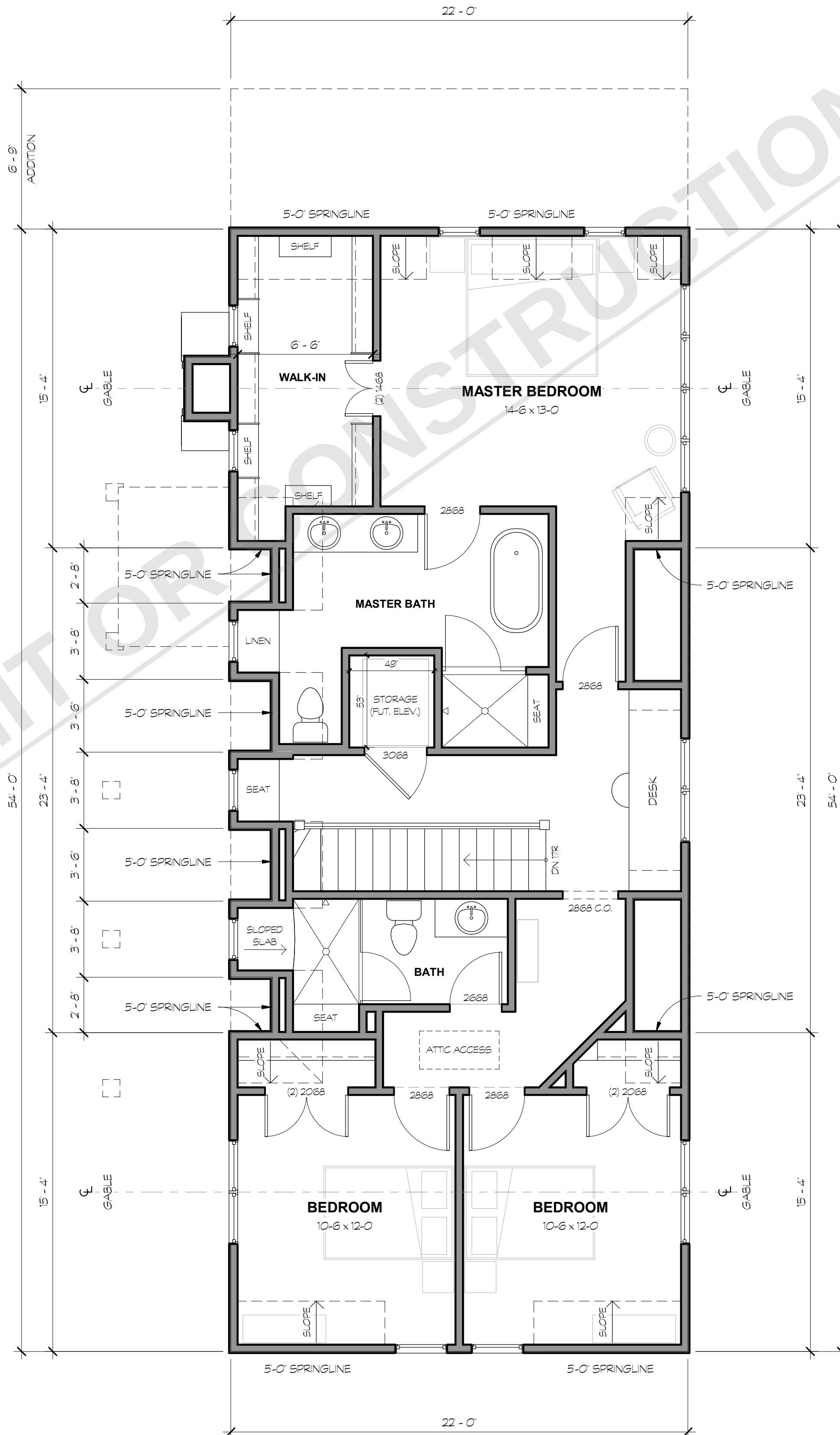
2016 APPROVED SQ. FTG.	
GARAGE	585 SF
MAIN LEVEL (FINISHED)	1122 SF
FRONT PORCH	132 SF
LAKE PATIO	509 SF

2019 PROPOSED SQ. FTG.	
GARAGE	480 SF
MAIN LEVEL (FINISHED)	910 SF
FRONT PORCH	129 SF
LAKE PATIO	410 SF



MAIN LEVEL FLOOR PLAN

1/4" = 1'-0"



UPPER LEVEL FLOOR PLAN

1/4" = 1'-0"



464 SECOND STREET SUITE 100 EXCELSIOR, MN 55331
PH: 952-470-9750 FAX: 952-407-8407 info@sharrattdesign.com

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- A1 ARCHITECTURAL SITE PLAN
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- A4 EXTERIOR ELEVATIONS
- A5 OVERLAY OF PROPOSED & PREVIOUSLY APPROVED ELEVATIONS
- A6 OVERLAY OF PROPOSED & PREVIOUSLY APPROVED ELEVATIONS

PROJECT TEAM

ARCHITECT: SHARRATT DESIGN & CO. LLC
CONTACT: MIKE SHARRATT

STRUCTURAL ENGINEER

T.B.D.

GENERAL CONTRACTOR

T.B.D.

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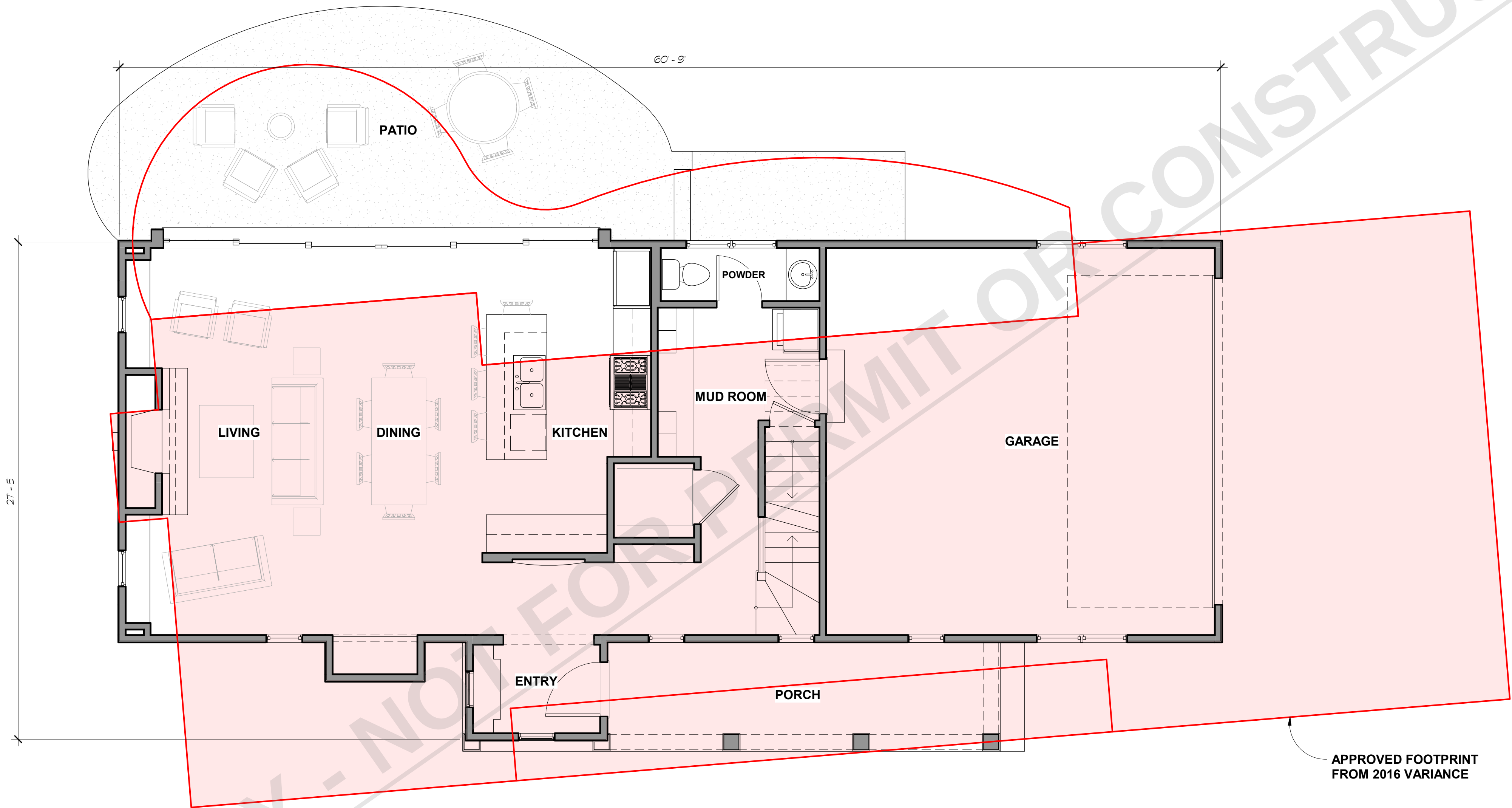
PROPOSED NEW CONSTRUCTION OF THE:

PFLAUM HOME

630 BUSHAWAY ROAD
WAYZATA, MN

SHEET A3 NUMBER

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FOOTPRINTS - COMPARISON
1/4" = 1'-0"

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PROJECT TEAM

ARCHITECT: SHARRATT DESIGN & CO. LLC

CONTACT: MIKE SHARRATT

STRUCTURAL ENGINEER

T.B.D.

GENERAL CONTRACTOR

T.B.D.

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06 / 07 / 19			X	X					

PROPOSED NEW CONSTRUCTION OF THE:

PFLAUM HOME

630 BUSHAWAY ROAD
WAYZATA, MN

SHEET

A4

NUMBER



WEST ELEVATION - STREET SIDE

1/4" = 1'-0"



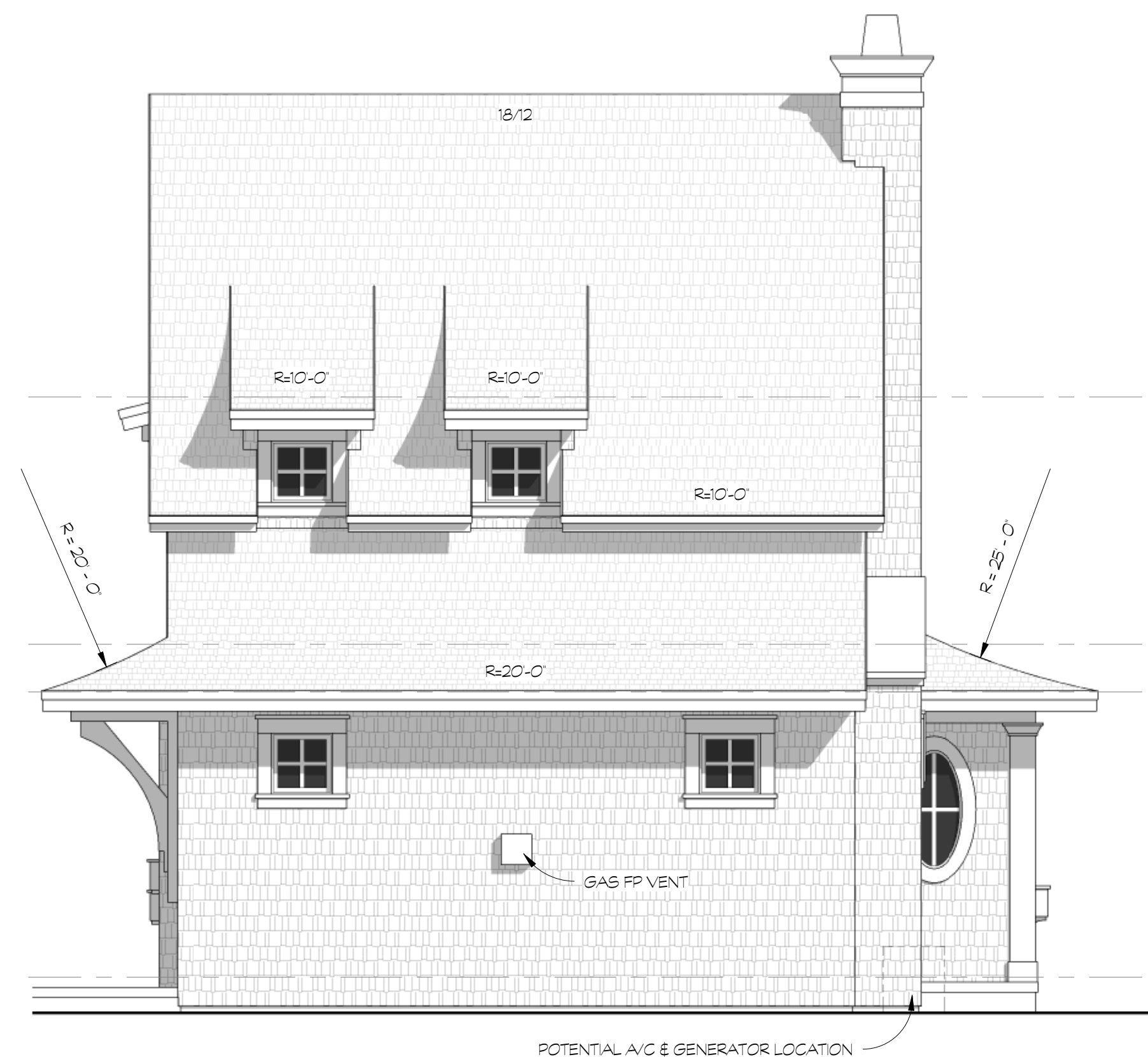
SOUTH ELEVATION

1/4" = 1'-0"



EAST ELEVATION - LAKESIDE

1/4" = 1'-0"



NORTH ELEVATION

1/4" = 1'-0"



464 SECOND STREET SUITE 100 EXCELSIOR, MN 55331
PH: 952-470-9750 FAX: 952-407-8407 info@sharrattdesign.com

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PROJECT TEAM

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CONTACT: MIKE SHARRATT

STRUCTURAL ENGINEER

T.B.D.

GENERAL CONTRACTOR

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PROPOSED NEW CONSTRUCTION OF THE:

PFLAUM HOME

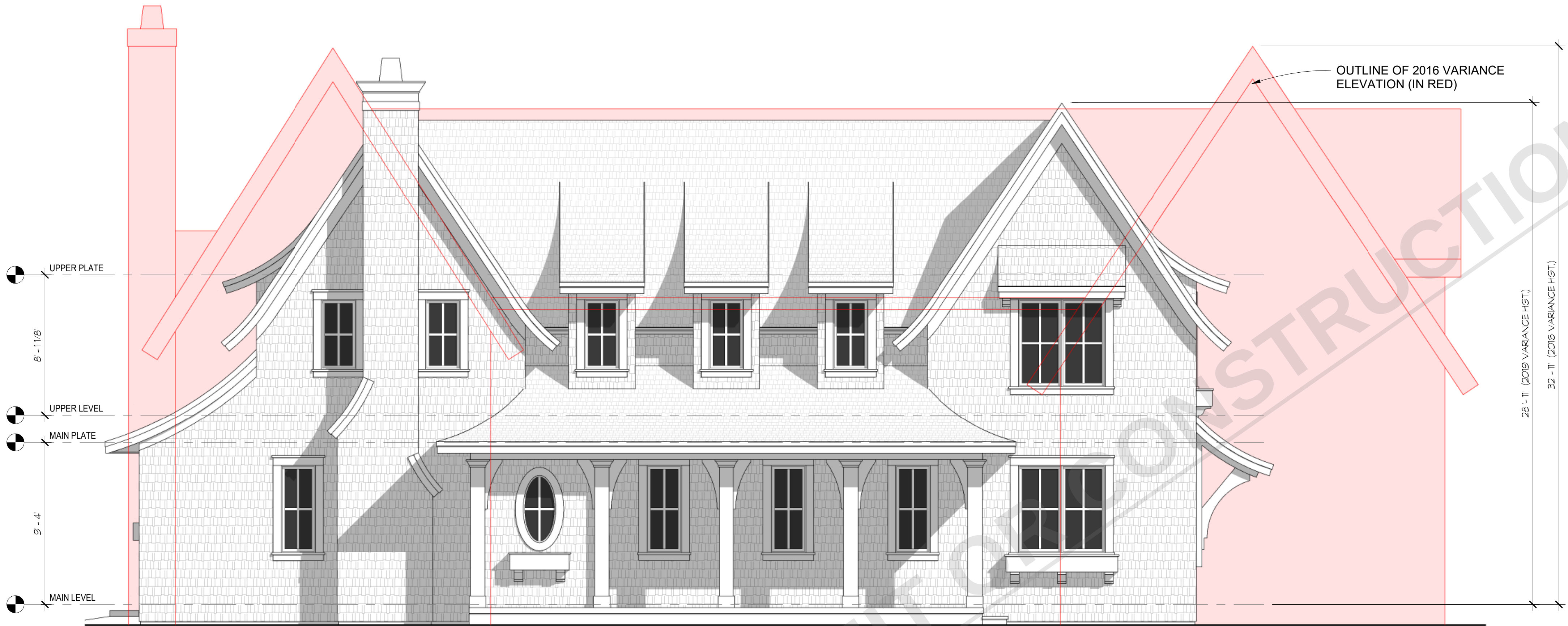
630 BUSHAWAY ROAD
WAYZATA, MN

SHEET

A5

NUMBER

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WEST ELEVATION - STREET SIDE - COMPARISON

1/4" = 1'-0"



EAST ELEVATION - LAKESIDE - COMPARISON

1/4" = 1'-0"

COMPARISONS BETWEEN PREVIOUSLY APPROVED 2016 VARIANCE & PROPOSED 2019 VARIANCE

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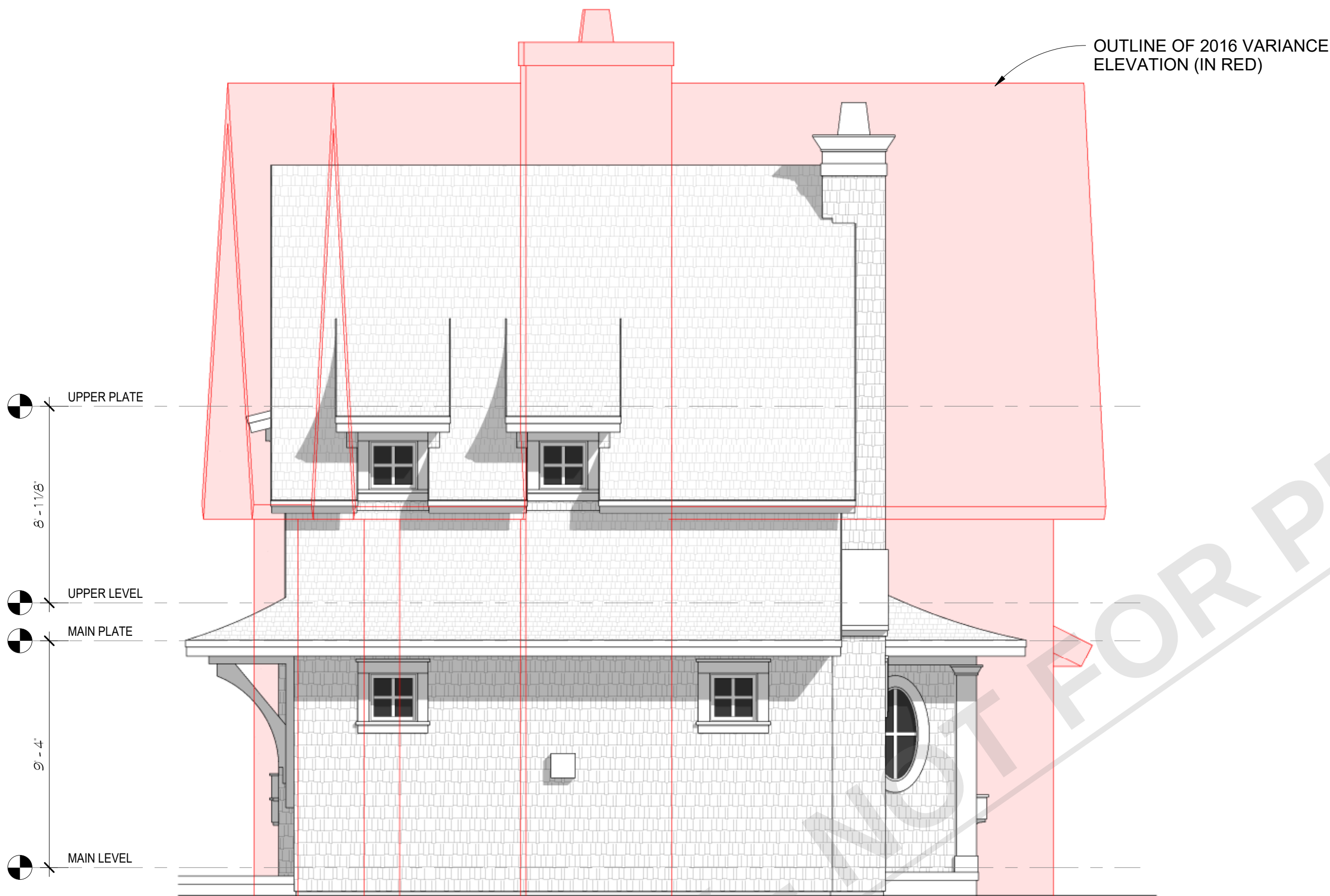
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WAYZATA, MN

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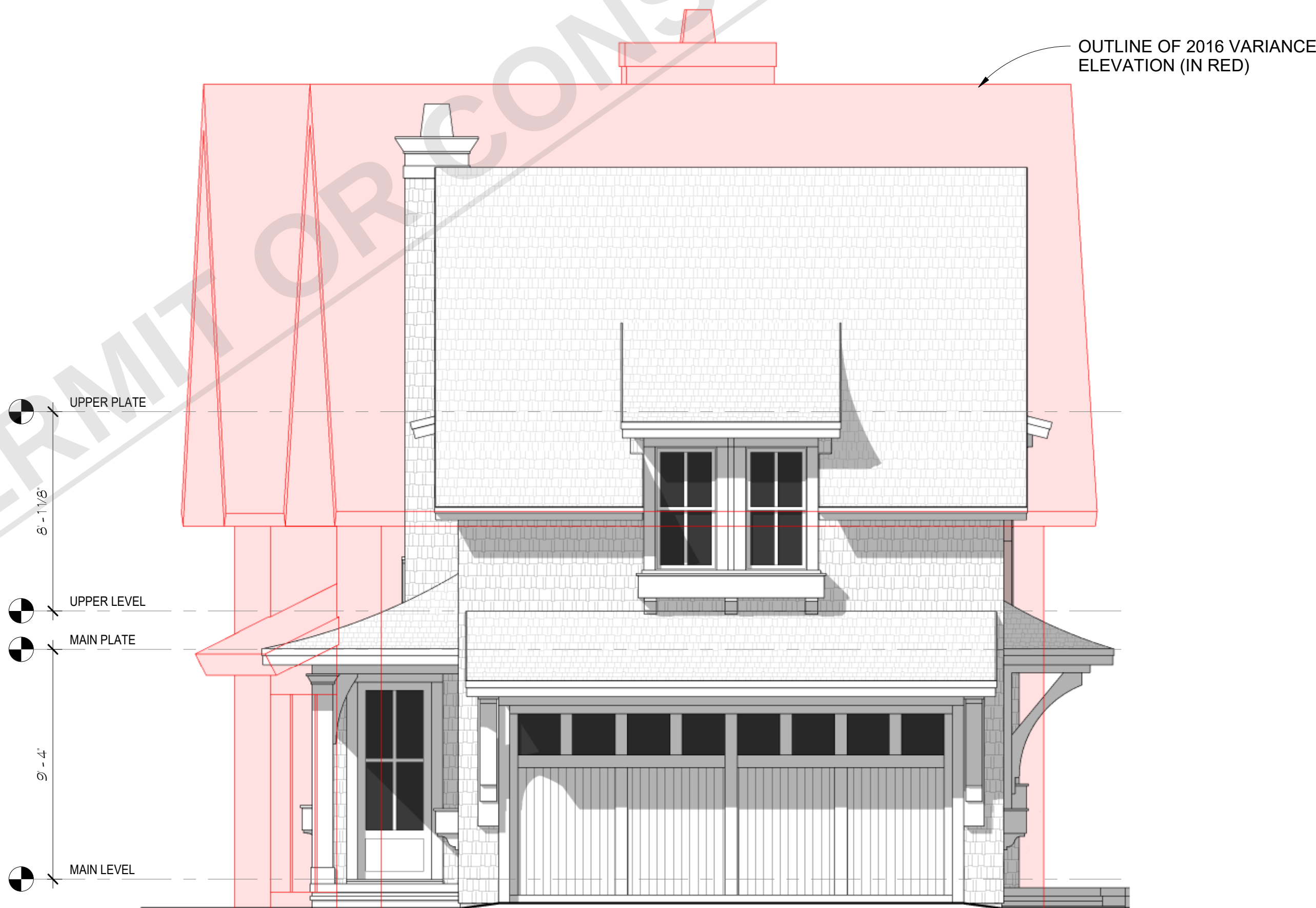
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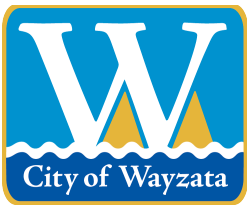
NORTH ELEVATION - COMPARISON

1/4" = 1'-0"



SOUTH ELEVATION - COMPARISON

1/4" = 1'-0"



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 6.c.
TITLE: Consideration of Development Application of Wayzata Woods Density and Non-Conforming Use Variances at 240 Central Avenue North	
PREPARED BY: PeggySue Imihy, Planning Consultant	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: September 13, 2019	

BACKGROUND:

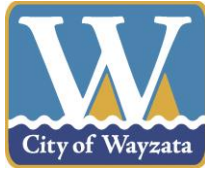
The proposed Wayzata Woods project is variances to the density allowed in the R-5 zoning district and the expansion of a non-conforming use to allow for the construction of an additional three-story building for a fitness room, leasing office, and 16 additional units. The existing leasing office would be converted into a residential unit for a net increase of 17 units. Attached is a staff report of the variance requests and their supporting documents.

ACTION REQUESTED:

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

ATTACHMENTS:

1. 2019-07-01_PC Staff Report_Wayzata Woods



Staff Report July 1, 2019

Project Name:	Wayzata Woods
Address of Request:	240 Central Ave N
Prepared By:	PeggySue Imihy, Consultant Planner
“60 Day” Deadline:	July 15, 2019
“120 Day” Deadline	September 13, 2019

Development Application

Introduction

The applicant and property owner, Wayzata Woods LLC, is requesting approval of two variances to allow for the construction of a new, three-story building (the “Variance” or the “Application”) at 240 Central Ave N (the “Property”). The new building along with the renovation of the existing buildings would result in 17 new dwelling units on the property. The Wayzata Zoning Ordinance allows for Multiple Family Dwellings as a permitted use in the R-5 Average Density Residential District, so long as they meet the density requirement of one (1) unit per 2,500 square feet. The building was originally approved as a multiple family residential building in 1962, at a density of one (1) unit per 2,000 square feet, making the property legal, non-conforming. The Wayzata Zoning Ordinance does not allow for the expansion of legal non-conforming uses. The proposed new units would further exceed the allowable density at one (1) unit per 1,807 square feet.

Application Requests

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

- Variance to the allowable density: Density in the R-5 District is limited to one (1) unit per 2,000 square feet.
- Variance to the expansion of legal-nonconforming uses: Any non-conforming use shall not be enlarged or reconstructed.

Property Information

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

Address	PID	Owner
240 Central Ave N	05-117-22-24-0005	Pritchard Properties, LLC

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

Zoning:	R-5 Average Density Residential District
Comp Plan designation:	High Density Multiple Family
Overlay districts:	None

Project Location

The property is on the East side of Central Ave at Highway 12:

Map 1: Project Location



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	Office Commercial	PUD	Mixed Use Commercial
East	Public Park	Institutional	Institutional/ Public
South	Retail Commercial	C-2 Shopping District	Mixed Use Commercial
West	Office Commercial	PUD	Mixed Use Commercial

Public Hearing Notice

The public hearing notice was published in the *Wayzata Lakeshore Weekly* on May 31th, 2019. The public hearing notice was also mailed to all property owners located within 500 feet of the subject property on May 31, 2019.

Analysis of Application

Proposed Building

The applicant is requesting a variance to the allowable density in the R-5 Average Density Residential District to allow for the construction of a new building and to add 17 additional units. The units would be added to the existing building as well as the new three-story building would be constructed in the west portion of the parking lot.

In the R-5 Average Density District, the allowable density is one (1) unit per 2,500 square feet. The building was approved and constructed in 1962 when the City Code allowed a density of one (1) unit per 2,000 square feet. The applicant and property owner has recently purchased the property and is investing in the property with finish upgrades and other minor changes that do not expand the current, legal non-conforming use. The addition of the 17 units and the construction of the new building is what triggers the need for a variance to the legal, non-conforming use.

The applicant has cited the age of the building and the necessary improvement needed to maintain it, as well as the ability to include units which are accessible as the practical difficulty. The applicant is asking for a variance from the standards of the R-5 District and a variance from the provision of code which does not allow for the expansion of legal, non-conforming uses.

Should the variance be approved, the applicant will come back with a Design Review application which would allow the Planning Commission to review the building material, pedestrian access, hardcover, landscaping and all other City Code requirements.

Parking

The additional 17 units would require a total of 244 parking stalls of which 122 stalls will need to be covered stalls. There are a number of ways in which those parking stalls could be accommodated including construction the additional stalls on site or obtaining a conditional use permit (CUP) for shared off-site parking. The parking will be reviewed with the Design Review, but if the Planning Commission were to recommend approval of

the variances, a condition that the parking requirement will need to be achieved per the City Code should be included in the recommendation.

Applicable Code Provisions for Review

Criteria for Granting. Conditions governing considerations of variance requests.

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

Action Steps

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

Attachments

Narrative and Plans
Development Application

MEMO / URBANWORKS

TO

FROM

NICK KIESER

nkieser@wayzata.org

Assistant Planner
City of Wayzata
600 Rice St. E
Wayzata, MN 55391

CC
Marc Dykes, DeSola

DATE

PROJECT

#

DAVID HAALAND

dhaaland@urban-works.com

UrbanWorks Architecture LLC
901 North Third Street Suite 145
Minneapolis, MN 55401
612.455.3100

April 26, 2019

Wayzata Woods

19-0005

RE: WAYZATA WOODS – VARIANCE REQUEST

The purpose of this request is to describe the proposed variance request for the property at 240 Central Ave. N in Wayzata, also known as Wayzata Woods. The existing parcel is 5.06 acres, and contains 107 dwelling units.

The parcel is unique in that the access is through a shared easement drive across the adjacent parcel, currently owned by Park Nicollet, and that it has no property lines abutting the public right-of-way. It appears based on previous surveys (attached with application) that the parcel was once controlled by the property at 240 Central Ave.

The proposal is to increase the density allowed on the parcel to allow an additional 16 dwelling units in a 3-story building of approximately 14,400sf that would incorporate a new leasing office and fitness center in a more prominent location on the site. The former leasing office and fitness center, now located in the north building, would be incorporated into the new building, and the former locations would be converted back to 2 units. The resulting unit count on the property would be 125 units.

Site stats:

- Current Density: 21.15 d.u. / acre
- Proposed Density: 24.70 d.u. / acre
- Existing Lot coverage (approximate): 17%
- Proposed Lot coverage (proposed): 19%
- Existing F.A.R. (approximate): .51
- Proposed F.A.R. (proposed): .58

END OF MEMO

“Criteria for Granting. Conditions governing considerations of variance requests.

1. Variances shall only be permitted when they are:

- a) In harmony with the general purposes and intent of this Ordinance; and
- b) Consistent with the Comprehensive Plan.

In maintaining the viability of this project, the variance supports goals and policies of the comprehensive plan in that it provides a diversity in housing stock and can remain relatively affordable. The draft 2040 plan supports maintaining the quality of existing housing stock, which this project will do. The ownership is proposing a series of maintenance items on the existing buildings that are well overdue, and will keep the building in workable and serviceable condition. These include new roof, windows, and exterior repair. The property's location near Central and Wayzata Blvd. also makes it closer to services like a grocery store, restaurants, banks, and a pharmacy.

The setbacks, height and bulk of the proposed amenity building are consistent with the intent and goals of the zoning ordinance. The building will be set back in alignment with the existing buildings, which is more than the required front yard setbacks in the R-5 district. The parcel is land locked, so does not essentially have a front yard. The Wayzata Woods parcel in the 2040 plan will continue to be designated high density residential, and the adjacent parcel is proposed to change to a mixed-use commercial/residential parcel. By adding residential to the adjacent property, the use of the apartments add to and support more residential uses in the immediate locality.

2. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with this Ordinance.

As noted below, the ability to provide an accessible leasing office and accessible units is difficult with the existing property.

3. "Practical difficulties," as used in connection with the granting of a variance, means that:

- a) The property owner's proposal for the property is reasonable but not permitted by this Ordinance;

In the building's current configuration, it does not have any accessible units, nor is the leasing office on an accessible route. Both buildings contain multiple exterior steps to gain entry to apartment units. It would be difficult to provide an exterior accessible route due to the limitations of space in between the parking and the building. A new amenity building with an accessible route from parking to units to fitness center would provide an accessible leasing office, fitness center, and accessible units. This would make the building available to a wider range of residents in the City of Wayzata.

- b) The plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and

The parcel is unique in that the access is through a shared easement drive across the adjacent parcel, currently owned by Park Nicollet, and that it has no property lines abutting the public right-of-way. It appears based on previous surveys (attached with application) that the parcel was once controlled by the property at 240 Central Ave. This current configuration makes the property land-locked, and makes it more challenging for site visibility.

The proposal is to increase the density allowed on the parcel to allow an additional 16 dwelling units in a 3-story building of approximately 14,400sf that would incorporate a new leasing office and fitness center in a more prominent location on the site. The former leasing office and fitness center, now located in the north building, would be incorporated into the new building, and the former locations would be converted back to 1 unit. The resulting unit count on the property would be 124 units.

- c) The variance, if granted, will not alter the essential character of the locality.

The additional density on this specific site will not deter from the character of the site. As the building does not have any street frontage and is concealed in between the adjacent woods and the office building, the mass of the proposed building will not impact any adjacent properties. The height and bulk is concealed by the existing 3 story medical center that blocks any impact it would have on the surroundings.

4. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

Noted.

5. Variances shall be granted for earth sheltered construction as defined in Minn. Stats. § 216C.06, Subd. 14, when in harmony with this Ordinance.

Noted, not applicable.

6. The City Council shall not permit as a variance any use that is not allowed under this Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.

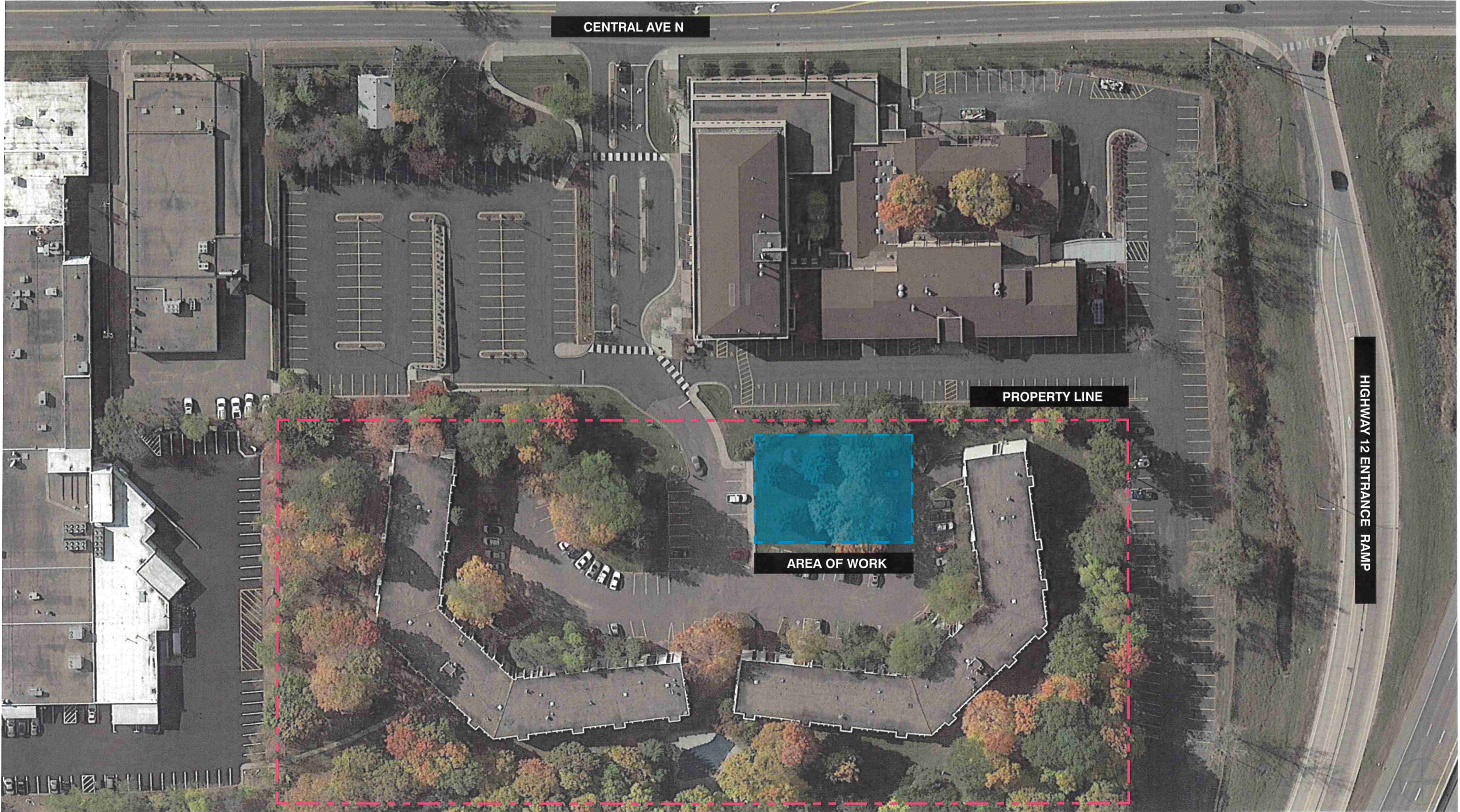
Multi-family residential use is allowed on the site.

7. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

Noted.

8. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.”

Noted.

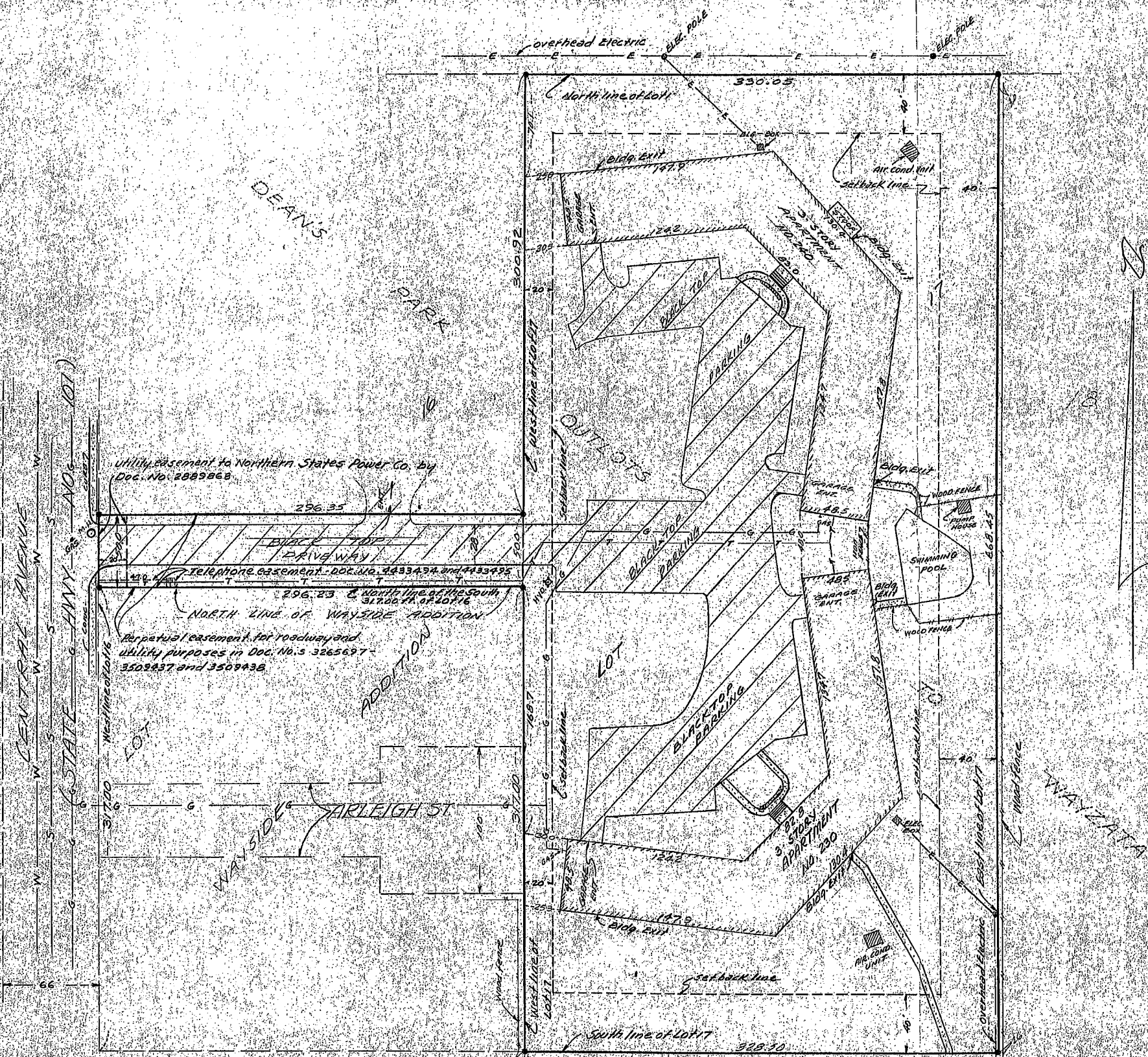


URBANWORKS

WAYZATA WOODS AMENITY BUILDING

240 CENTRAL AVE N, WAYZATA MN / 04/17/19 / 19-0005

SITE / XC01



Wayzata Woods, a partnership consisting of Leo Wolk, Joyce Wolk and Michael Wolk and Stanley Kagan and Al Kagan, to Title Insurance Company of Minnesota, to Lutheran Brotherhood and to their successors and assigns, that I have surveyed, on the ground, the property locally described hereon, that this plat of survey is a true, correct and accurate drawing and representation of said property and of the size, location, exterior dimensions and boundaries thereof; that the street addresses, locations and dimensions of all buildings, and the locations of all parking areas, of any other improvements upon said property, of all fences thereon, of all recorded and/or visible easements, of all streets, roads, utility lines (to their connection with the public systems) and rights-of-way which affect, benefit or burden said property, and of all building setback lines which affect said property are correctly and accurately shown hereon; that there are no discrepancies, conflicts, gaps, boundary disputes, shortages in area, encroachments or improvements over boundary lines, nor on onto said property or upon easements, overlapping of improvements, utility easements, overlapping of easements, road, alleys, rights-of-way or building setback lines which affect said property, except as shown hereon; that there are not fences, lightposts or other improvements appurtenant to said property which are located within the boundary lines of adjoining properties, except as shown hereon; that the legal description of said property, as set out hereon, is correct, complete and accurate, and that any portion of said property which is located in a flood plain or in any other flood hazard or flood danger area, as designated by applicable governmental authorities, is shown and identified hereon.

LEGAL DESCRIPTION:

Lot 17, "Dean's Park Outlots to Wayzata", and the South 50 feet of that part of Lot 16, of "Dean's Park Outlots to Wayzata" lying North of the South 317 feet thereof, according to the recorded plat thereof, and situated in Hennepin County, Minnesota.

I hereby certify, to Wayzata Woods, a partnership consisting of Leo Wolk, Joyce Wolk and Michael Wolk and Stanley Kagan and Al Kagan, to Title Insurance Company of Minnesota, to Lutheran Brotherhood and to their successors and assigns, that I have surveyed, on the ground, the property locally described hereon, that this plat of survey is a true, correct and accurate drawing and representation of said property and of the size, location, exterior dimensions and boundaries thereof; that the street addresses, locations and dimensions of all buildings, and the locations of all parking areas, of any other improvements upon said property, of all fences thereon, of all recorded and/or visible easements, of all streets, roads, utility lines (to their connection with the public systems) and rights-of-way which affect, benefit or burden said property, and of all building setback lines which affect said property are correctly and accurately shown hereon; that there are no discrepancies, conflicts, gaps, boundary disputes, shortages in area, encroachments or improvements over boundary lines, nor on onto said property or upon easements, overlapping of improvements, utility easements, overlapping of easements, road, alleys, rights-of-way or building setback lines which affect said property, except as shown hereon; that there are not fences, lightposts or other improvements appurtenant to said property which are located within the boundary lines of adjoining properties, except as shown hereon; that the legal description of said property, as set out hereon, is correct, complete and accurate, and that any portion of said property which is located in a flood plain or in any other flood hazard or flood danger area, as designated by applicable governmental authorities, is shown and identified hereon.

Dated this 24th day of September, 1990.

J. Gary Ryan
J. Gary Ryan, Land Surveyor
Minnesota Registration No. 11529

Notes:

- The property described and shown hereon contains 234,931.12 Square Feet or 5.39 Acres.
- Each apartment building shown hereon contains 18,864 Square Feet (First floor ground level exterior measurements).
- There are 72 designated parking spaces located upon black top parking areas shown hereon.
- The property described and shown hereon is zoned R-5 (Multiple Dwelling).
- The property described and shown hereon appears on U.S. Department of HUD Flood Insurance boundary map No. 270188-0005-C dated June 11, 1982 and is not located within the "Flood Hazard Area" shown on the map.
- The "as built" location of Sanitary Sewer and Water Line connections from the main lines to the buildings located upon subject property are not available from the Engineering Department for the City of Wayzata. Engineering Department personnel believe the utility connections to be located within the 50 feet wide portion of Lot 16 described and shown hereon. The main lines for water and sanitary sewer are located within the Central Avenue right-of-way as shown hereon.
- Title Insurance Company of Minnesota Title Commitment No. H 627379-C has been used as reference for this Plat of Survey.

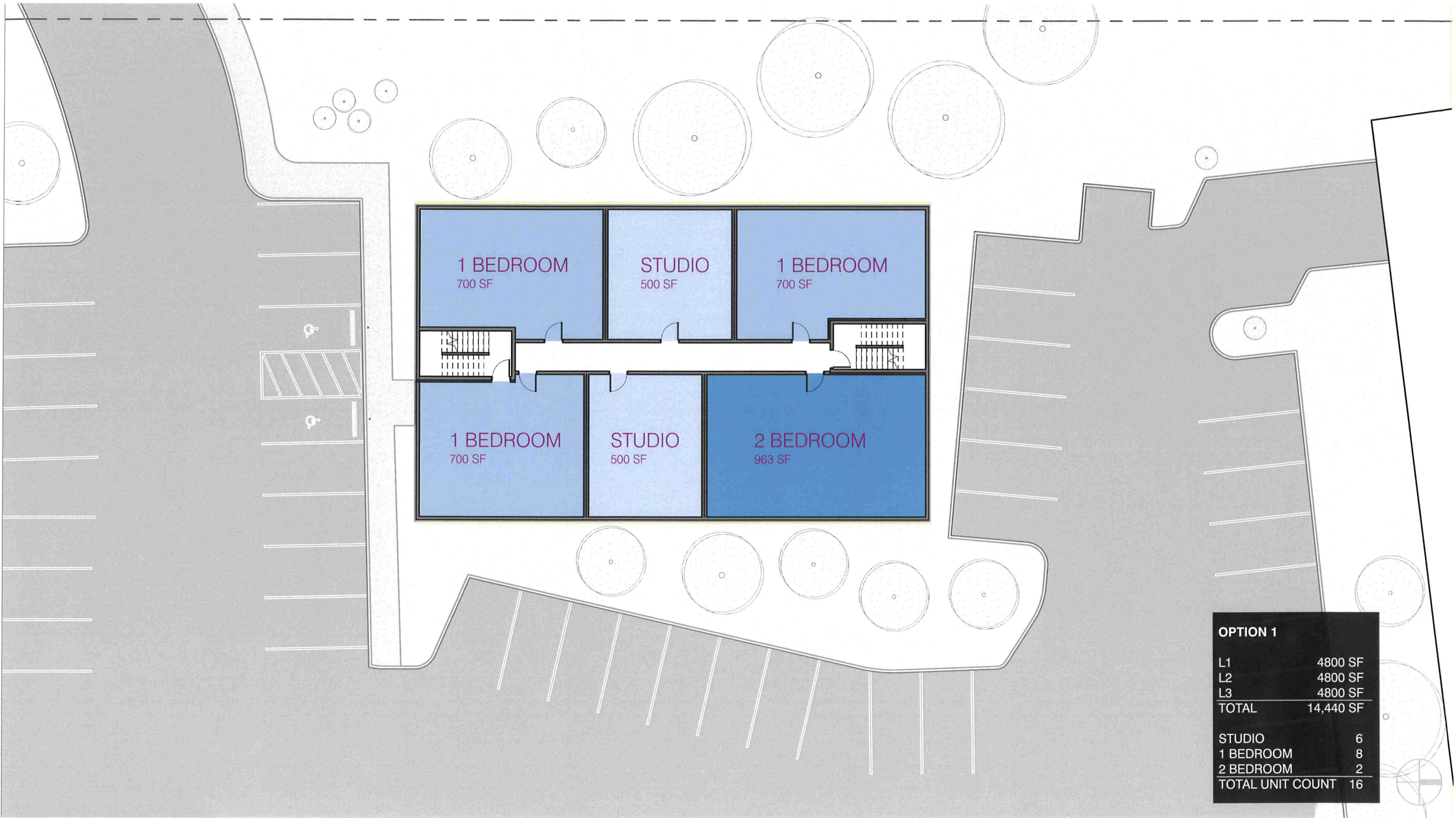
- Denotes Iron Monument: ●
- Denotes Gas Main and Services: — G — G —
- Denotes Underground Electric Services: — E — E —
- Denotes Underground Telephone Services: — T — T —

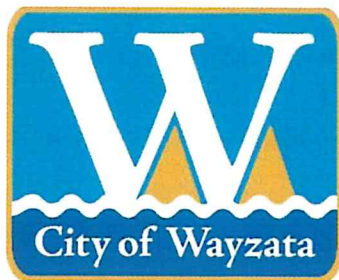
Utility service lines denoted hereon are taken from public utility maps and are general in location. Public utility agencies must be contacted for field locations prior to any excavation of premises.

J. Gary Ryan, Land Surveyor
Suite 202
1595 Selby Avenue
Saint Paul, Minnesota 55104
Tel. (612) 646-6858

WAYZATA WOODS	
JOHN D. RYAN CO.	
SCALE: 1"=40'	APPROVED BY:
DATE: 9/24/90	DATE: 10/12/92
PLAT OF SURVEY	







Development Application

Project Information:

Project Name: _Wayzata Woods Apts **Date Filed:** April 24th, 2019

Property Owner: Wayzata Woods Apartments, LLC, a Minnesota limited liability company

Address: 18006 Sky Park Circle, Suite 200, Irvine, CA 92614

Applicant (if different than owner):

Prior Applications to Wayzata under different names: _____ N/A_____

Address (if different than owner): _____

Responsible contact person: Marc Dykes **Telephone:** _248 514 6616 **Fax:**

_____ **E-Mail:** mdykes@thedesolagroup.com **Address of**

Property Involved: 240 Central Ave N

Legal

Description: see attached

_ Property

Identification Number: _0511722230004_____ **Tax and**

assessment status: Current _x_ / Delinquent _____ Amount Delinquent \$ _____

Type of Request:

- _____ Design Review
- _____ Conditional Use Permit
- ☒ Variance
- _____ Subdivision
- _____ Rezoning
- _____ Zoning Amendment
- _____ Comprehensive Plan Amendment
- _____ Planned Unit Development
- _____ Other

¹ The Applicant disclosed is the real principal in interest and is not acting for another party.

Description of Request:

seeking relief of density requirement for number of apartment units per acre.

current: 107 units on 5.39 acres

goal to add stand alone building with leasing, fitness and 2 accessible units and
2 non - accessible units.

2nd and 3rd floor mix of , studio, 1 and 2 bedrooms.

see attached concept plan of location and floor layouts
Applicant may attach other letter sized materials.

Additional Information:

Payment of Fees

The undersigned acknowledges that before this request can be considered, all required information and fees (including all up front escrow deposits) must be paid to the City. If additional fees are required to cover costs incurred by the City, the City Manager has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees. Such expenses may include (but are not limited to) personnel costs, fees for consultants, legal assistance and other professionals, recording fees, along with other overhead costs. The amount of escrow is determined by the City of Wayzata fee schedule in effect at the time of the application submittal. A current fee schedule is attached to this application form.

The undersigned also acknowledges that it may be required to file, at his or her expense, appropriate resolutions, agreements or other documents evidencing approval of the application.

The undersigned agrees that the City may withhold the issuance of a building permit until all financial matters are resolved. If need be, the City reserves the right to pass outstanding balances from this application to Hennepin County to be assessed with next year's property taxes for the property involved as indicated on page one of this application and the Property Owner agrees to such assessment.

Complete / Incomplete Applications

Placement of any Application on City agendas is at the discretion of the City, including the time of consideration. An application will not be placed on any agenda until City staff has received the appropriate materials and financial matters are in order. The application approval time commences and an application is considered officially filed when City staff has received and examined the application and determined that the application is complete. The application shall be determined by City staff to be complete or incomplete within fifteen (15) business days following submittal of the application.

When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission business meeting subject to the agenda deadline discussed below.

Agenda Deadline

The deadline for submittal of land use applications is the first day of the month preceding the month of Planning Commission review. For example, to be on the Planning Commission agenda for November the complete application would need to be submitted by October 1. **The application is required to be deemed complete by the deadline in order to be scheduled on the agenda.** City staff recommends that the application material be submitted two weeks prior to the application deadline to allow time for City staff to determine if any additional materials are needed before the application can be deemed complete. This also allows a few days for the applicant to gather the additional information required for the submittal. Please note applications submitted outside of regular City Hall hours will not be received until the following business day. For example, applications submitted after 11:00 a.m. on Fridays will be considered submitted on the following Monday. Regular City Offices business hours are as follows, Monday thru Thursday, 7:00 a.m. to 4:30 p.m., Friday 7:00 a.m. to 11:00 a.m. The phone number for City Hall is 952-404-5300.

Notice of Meeting Attendance

In order for the Planning Commission and City Council to consider any application, the applicant or a representative designated in writing before the meeting must be present at the scheduled meeting. If not, the matter will be tabled until the next available agenda.

Accessibility to Property for Site Review

The signature of the Property Owner on this form hereby grants City staff and City officials access on to the subject property for the purpose of conducting a site visit as part of the project review and consents to the review of such records of the Owner, Applicant or otherwise relating to the development as are necessary.

Certified List of Property Owners

The applicant shall provide the City with a certified list from Hennepin County of the names and addresses of the property owners located within at least 350 feet of the subject Property. **Please refer to the City of Wayzata Certified List Handout for details.**

Regular Meeting Schedule

Planning Commission	First Monday of every month at 7:00 PM
City Council	First and Third Tuesday of every month at 7:00 PM

Applicants are advised that additional meetings and/or workshops are scheduled when necessary upon approval of the Planning Commission and are usually held on the third Monday of every month.

Acknowledgment and Signature of Owner and Applicant

I acknowledge that I have read all of the information discussed in the City of Wayzata Development Application and fully understand that I am responsible for all costs incurred by the City related to the processing of this application and agree with all items above.

DocuSigned by:



FFB8ECB2639C41D...

4/30/2019

Property Owner as indicated on page one

Date


Applicant (if different than Owner)

Date

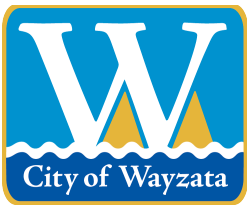
4/30/19.

*The applicant shall not change or alter this form in any way.
Alteration is grounds for rejection.*

FOR CITY USE ONLY

Date of Receipt: _____ Receipt No: _____ Recorded by: _____

Date accepted as complete: _____ Accepted by: _____



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 6.d.
TITLE: Consider the Development Application for an Amendment to a Planned Unit Development at 250 Superior Boulevard	
PREPARED BY: Eric Weiss, Planning Consultant	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: August 2, 2019	

BACKGROUND:

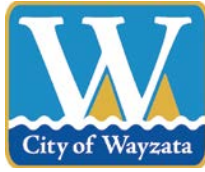
The applicant, Minnesota Wellness, LLC, and the property owner, Wayzata Bay Superior Retail, LLC, have submitted a development application to reconfigure the space and redesign the exterior of the property at 250 Superior Blvd. The development application requests approval of a PUD amendment and design review. The staff report and application materials are attached.

ACTION REQUESTED:

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

ATTACHMENTS:

1. 2019_07_01_PC Report _ CommonWELL



Staff Report July 1, 2019

Project Name: The CommonWELL
Addresses of Request: 250 Superior Boulevard
Prepared by: Eric Weiss, Planning Consultant
“60 Day” Deadline: August 2, 2019

Development Application

Introduction

The applicant, Minnesota Wellness, LLC, and the property owner, Wayzata Bay Superior Retail, LLC, have submitted a development application to reconfigure the space and redesign the exterior of the property at 250 Superior Blvd. The applicant is proposing a health and wellness club including fitness center, spa, café, walking track, fitness classes and events, and services such as personal training, nutritional consultation, chiropractic work, acupuncture, and massage therapy. 250 Superior Blvd is the former location of Lunds & Byerly's Kitchen. As part of its renovation plans, the applicant is proposing to relocate the main entrance to the east and make exterior renovations to the building façade. The development application requests approval of a PUD amendment and design review.

Application Requests

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

- PUD Amendment: Any deviation from the terms or conditions of an approved PUD and any alteration in a project for which a PUD permit has been approved requires an amendment of the original PUD permit. (City Code Section 933.09.A)
- Design Review: The original PUD was approved under a design review process. Because the project includes exterior renovations and an amendment to the original PUD, this application will require additional design review. (City Code Section 909.04)

Property Information

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

Address	PID	Owner
250 Superior Blvd	06-117-22-42-0095	Wayzata Bay Superior Retail

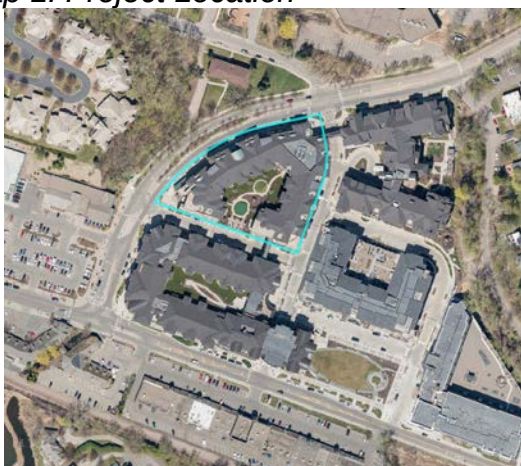
The current zoning and comprehensive plan land use designation for the property are as follows:

Current zoning:	PUD/Planned Unit Development
2030 Comp Plan designation:	Downtown Mixed Use
2040 Comp Plan designation:	Mixed Residential and Commercial
Overlay districts:	S/Shoreland District

Project Location

The property is located at the northeast corner of Superior Blvd and Mill St.

Map 1: Project Location



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
Superior Block	Multifamily Residential, retail and service, green space	PUD/Planned Unit Development	2030: Downtown Mixed Use District 2040: Mixed Residential & Commercial
North	Multifamily Residential	R-5 Average Density Multiple Residential District	2030: High Density Multiple Family 2040: High Density Multiple Family Residential

East	Multifamily Residential, retail and service, green space	PUD/Planned Unit Development	2030: Downtown Mixed Use District 2040: Mixed Residential & Commercial
South	Multifamily Residential, Retail and service, green space	PUD/Planned Unit Development	2030: Downtown Mixed Use District 2040: Mixed Residential & Commercial
West	Green space, Multifamily Residential, public parking	PUD/Planned Unit Development	2030: Medium Density Multiple Family 2040: Medium Density Multiple Family Residential, Institutional/Public

Public Hearing Notice

The public hearing notice was published in the *Wayzata Lakeshore Weekly* and mailed to all property owners located within 350 feet of the subject property on June 19, 2019.

Background Information

In 2008, the Wayzata Bay Shopping Center was approved for a major redevelopment project, transforming the property from an auto-oriented shopping center to a mixed use, pedestrian-oriented development on five blocks. The project was approved as part of a Planned Unit Development, with each block receiving its own approval and Master Development Agreement. The project included Design Standard Review, in addition to other administrative approvals.

The space under consideration formerly housed the Lunds & Bylerlys Kitchen concept. After a three-year period, the tenant vacated the space and it has sat vacant ever since.

The applicant will be seeking WELL Certification, which is the leading tool for advancing health and well-being in buildings globally. WELL is similar to LEED certification, but on a health basis rather than an environmental-focus. WELL Certification explores a building's function and access as it relates to air, water, nourishment, light, movement, thermal comfort, sound, materials, mind, community, and innovation.

Analysis of Application

Proposed Overview

The application includes a request for approval of an amendment to the PUD Development Agreement between the City and the Wayzata Bay Redevelopment Company, LLC. This amendment would allow for alteration of the exterior façade of the structure located at 250 Superior Blvd. The alterations include the relocation of the main entrance, exterior renovations to the Mill Street façade, and exterior renovations to the Superior Boulevard façade.

1. Relocation of Main Entrance

The applicant seeks to relocate the main entrance from the corner of Superior Blvd and Mill Street to a location further east and within closer proximity to the structured parking. The main fitness area and walking track will be located in the southwest corner of the tenant space, which would require the relocation of the entrance and vestibule. Finally, the applicant would like to provide an outdoor dining space for its patrons. The corner entrance will be redesigned to provide patio space for the café. The renovations also allow for the installation of proper ventilation systems without interference of residential uses above.

As proposed, the existing entry doors, metal awning, and internal staircase would be removed. These would be replaced with a wraparound deck made of materials consistent with the existing façade, including Rough Kasota stone, metal panels to match, metal wrapped pergola, and wrought iron railing. Proper exiting is provided at both ends.

2. Exterior Renovations to Mill Street Façade

The new entry off Mill Street would include a new double entry door and vestibule with materials to match the existing building. The café would include windows which could be opened during nice weather to allow for air flow and an open and welcoming dining atmosphere.

3. Exterior Renovations to Superior Boulevard Façade

In seeking to provide maximum exposure to natural light, the applicant is proposing revisions to the Superior Boulevard. New windows at the corner would allow for additional exposure and eyes on the street. The existing loading dock doors would be removed and replaced with necessary grills to allow for proper exiting and ventilation and air exchange.

PUD Amendment

The applicant is seeking an amendment to the existing PUD Developer Agreement to allow for revisions to the entry and building façade.

Design Review

The project is subject to the City's general design standards within the Lake Street design district. The development was reviewed for design standards when it was initially approved as a PUD in 2008. Because of the amendment to the PUD, the project must again be reviewed for design.

The original review and approval of the Superior Block granted a number of deviances from the design standards of the time, including:

1. Upper Story Setbacks
2. Building Materials for metal awnings
3. Benches – for 50 feet intervals
4. Building Recesses

The proposed project meets the requirements and general intent of the design standards. A copy of the design review critique is attached for additional information.

Site Access and Circulation

The proposed relocation of the main entrance is approximately mid-way between the structured parking and the corner of Mill St and Superior Blvd. This provides a more accessible location for those using the structured parking while providing an entrance that is still easily accessible by foot or bike. The closing of the loading dock doors does reduce the conflict between pedestrians and freight trucks that was previously present during operations of the grocery store.

Parking

The current application proposes 26,441 square feet of fitness center space and 2,399 square feet for a café. Restaurant space requires a higher parking ratio than retail, and in comparison to the previous tenant, the proposed use reduces the dining space by two-thirds. Given that parking was not an issue with the grocery use, there is no anticipated parking concern with the fitness center and café. The proposed commercial space parking requirement is 117 spaces. Currently, there are 128 public parking spaces provided. In addition, there are 127 private parking spaces for a total of 255 parking spaces. This is generally in line with the original Superior Block approval which required 254 spaces.

Signage

The applicant intends to provide a wall sign at its main entrance along Mill St as well as at the corner of Superior Blvd Mill St. The applicant has stated that both signs will be lit in accordance with zoning regulations. At the time of this report, the applicant was not able to provide a final signage plan prior to the deadline for the Planning Commission meeting packet.

Action Steps

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

Attachments

Development Application & Proposed Plans
Design Review Critique
2008 PUD Development Agreement
2011 PUD Amendment – October 18, 2011 City Council Minutes
Resolution 47-2011 Wayzata Bay Center PUD Amendment
Lunds & Bylerys Approved Layout

Applicable Code Provisions for Review

Purpose of PUDs: Chapter 933 of the Zoning Ordinance provides for the establishment of Planned Unit Developments to allow greater flexibility in the development of

neighborhoods and/or non-residential areas by incorporating design modifications as part of a PUD conditional use permit or a mixture of uses when applied to a PUD District. The PUD process, by allowing deviation from the strict provisions of the Zoning Ordinance related to setbacks, lot area, width and depth, yards, etc., is intended to encourage:

- A. Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and placement of structures and by the conservation and more efficient use of land in such developments.
- B. Higher standards of site and building design through the use of trained and experienced land planners, architects, landscape architects, and engineers.
- C. More convenience in location and design of development and service facilities.
- D. The preservation and enhancement of desirable site characteristics such as natural topography and geologic features and the prevention of soil erosion.
- E. A creative use of land and related physical development which allows a phased and orderly development and use pattern.
- F. An efficient use of land resulting in smaller networks of utilities and streets thereby lower development costs and public investments.
- G. A development pattern in harmony with the objectives of the Wayzata Comprehensive Plan. (PUD is not intended as a means to vary applicable planning and zoning principles.)
- H. A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the City.

PUD General Standards. Section 933.02.A sets forth the general standards for review of a PUD application. These are:

- A. Health Safety and Welfare. In reviewing the PUD application, the Council shall evaluate the effects of the proposed project upon the health, safety and welfare of residents of the community and the surrounding area.
- B. Intent and Purpose of PUDs. In reviewing the PUD application, the Council shall evaluate the project's conformance with the overall intent and purpose of Chapter 933 of the Zoning Ordinance.
- C. Ownership. Applicant/s must own all of the property to be included in the PUD.
- D. Comprehensive Plan. The PUD project must be consistent with the City's Comprehensive Plan.

- E. Sanitary Sewer Plan. The PUD project must be consistent with the City's Sanitary Sewer Plan.
- F. Common Space. The PUD project must provide common private or public open space and facilities at least sufficient enough to meet the minimum requirements established in the Comprehensive Plan, and contain provisions to assure the continued operation and maintenance of such.
- G. Density. The PUD project must meet the density standards agreed upon by the applicant and City, which must be consistent with the Comprehensive Plan.
- H. Utilities. All utilities associated with the PUD must be installed underground and meet the utility connection requirements of Section 933.02.A.10.
- I. Roadways. All roadways associated with the PUD must conform to the Design Standards and Wayzata Subdivision Regulations, unless otherwise approved by City Council.
- J. Landscaping. All landscaping associated with the PUD must be according to a detailed plan approved by the City Council. In assessing the plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structure and the overall scheme of the PUD plan.
- K. Setbacks. The front, rear and side yard restrictions on the periphery of the PUD shall be the same as imposed in the respective districts.

Amendment of a PUD Permit (City Code Section 933.09):

- A. Application Procedures. Any deviation or modification from the terms or conditions of an approved PUD permit or any alteration in a project for which a PUD permit has been approved shall require an amendment of the original permit. An application for amendment of the original PUD permit specifying the proposed variance or alteration shall be submitted to the City, together with a fee established by City Council resolution and such information as is required by the City or as the applicant deems necessary to fully explain his application. Should the applicant request an amendment of a PUD permit to erect an additional building or buildings, the applicant fee therefor shall be established by City Council resolution. In either case, the applicant also shall pay, as an additional fee, any consulting expenses which are incurred by the City in review of the application. The same application and hearing procedure for an amendment of a PUD permit shall be followed as was followed with respect to the applicant's Concept Plan, as outlined in Section 933.05.

- B. Action by the Planning Commission and City Council. The same review procedure by the Planning Commission and City Council shall be followed for an amendment of a PUD permit as was followed with respect to the applicant's Concept Plan, outlined in Sections 933.05 and 933.06. The affirmative majority vote (three of five) of the City Council shall be required for approval of an amendment of a PUD permit.

Design Standards (City Code Section 909): The design standards set forth in Section 9 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:

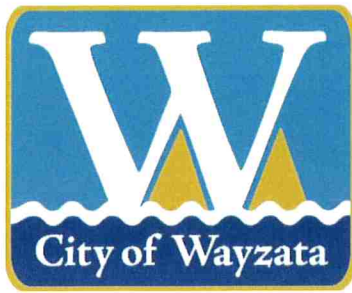
- A. To guide the expansion and renovation of existing structures and the construction of new buildings and parking, within the commercial districts of the City;
- B. To assist the City in reviewing development proposals;
- C. To improve the City's public spaces including its streets, sidewalks, walkways,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

With the exception of Section 7 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.

RECEIVED JUN 03 2019

THE
COMMONWELL



Development Application

Project Information:

Project Name: The CommonWell **Date Filed:** 6/3/2019

Property Owner: Wayzata Bay Superior Retail, LLC

Address: 3116 Fairview Avenue North, Roseville, MN 55113

Applicant (if different than owner): Minnesota Wellness, LLC ¹

Prior Applications to Wayzata under different names: _____

Address (if different than owner): 60 South 6th Street, #3900, Minneapolis, MN 55402

Responsible contact person: Alexandra Pohlad

Telephone: (952) 270-1478 **Fax:** _____ **E-Mail:** allie@thecommonwellclub.com

Address of Property Involved: 250 Superior Blvd, Wayzata MN 55391
**Address will change due to the entrance of the building being moved to Mill Street*

Legal Description: Tracts B, C and E, Registered Land Survey No. 1811, Hennepin County, Minnesota

Property Identification Number: 06-117-22-42-0095

Tax and assessment status: Current X / Delinquent _____
Amount Delinquent \$ _____

Type of Request:

- _____ Design Review
- _____ Conditional Use Permit
- _____ Variance
- _____ Subdivision
- _____ Rezoning
- _____ Zoning Amendment
- _____ Comprehensive Plan Amendment
- _____ Planned Unit Development
- X _____ Other PUD Major Amendment

¹ The Applicant disclosed is the real principal in interest and is not acting for another party.

Description of Request:

Please see attached for full description of request.

Applicant may attach other letter sized materials.

Additional Information:**Payment of Fees**

The undersigned acknowledges that before this request can be considered, all required information and fees (including all up front escrow deposits) must be paid to the City. If additional fees are required to cover costs incurred by the City, the City Manager has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees. Such expenses may include (but are not limited to) personnel costs, fees for consultants, legal assistance and other professionals, recording fees, along with other overhead costs. The amount of escrow is determined by the City of Wayzata fee schedule in effect at the time of the application submittal. A current fee schedule is attached to this application form.

The undersigned also acknowledges that it may be required to file, at his or her expense, appropriate resolutions, agreements or other documents evidencing approval of the application.

The undersigned agrees that the City may withhold the issuance of a building permit until all financial matters are resolved. If need be, the City reserves the right to pass outstanding balances from this application to Hennepin County to be assessed with next year's property taxes for the property involved as indicated on page one of this application and the Property Owner agrees to such assessment.

Complete / Incomplete Applications

Placement of any Application on City agendas is at the discretion of the City, including the time of consideration. An application will not be placed on any agenda until City staff has received the appropriate materials and financial matters are in order. The application approval time commences and an application is considered officially filed when City staff has received and examined the application and determined that the application is complete. The application shall be determined by City staff to be complete or incomplete within fifteen (15) business days following submittal of the application.

When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission business meeting subject to the agenda deadline discussed below.

Agenda Deadline

The deadline for submittal of land use applications is the first day of the month preceding the month of Planning Commission review. For example, to be on the Planning Commission agenda for November the complete application would need to be submitted by October 1. **The application is required to be deemed complete by the deadline in order to be scheduled on the agenda.** City staff recommends that the application material be submitted two weeks prior to the application deadline to allow time for City staff to determine if any additional materials are needed before the application can be deemed complete. This also allows a few days for the applicant to gather the additional information required for the submittal. Please note applications submitted outside of regular City Hall hours will not be received until the following business day. For example, applications submitted after 11:00 a.m. on Fridays will be considered submitted on the following Monday. Regular City Offices business hours are as follows, Monday thru Thursday, 7:00 a.m. to 4:30 p.m., Friday 7:00 a.m. to 11:00 a.m. The phone number for City Hall is 952-404-5300.

Notice of Meeting Attendance

In order for the Planning Commission and City Council to consider any application, the applicant or a representative designated in writing before the meeting must be present at the scheduled meeting. If not, the matter will be tabled until the next available agenda.

Accessibility to Property for Site Review

The signature of the Property Owner on this form hereby grants City staff and City officials access on to the subject property for the purpose of conducting a site visit as part of the project review and consents to the review of such records of the Owner, Applicant or otherwise relating to the development as are necessary.

Certified List of Property Owners

The applicant shall provide the City with a certified list from Hennepin County of the names and addresses of the property owners located within at least 350 feet of the subject Property. **Please refer to the City of Wayzata Certified List Handout for details.**

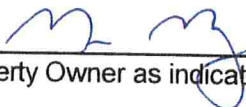
Regular Meeting Schedule

Planning Commission	First Monday of every month at 7:00 PM
City Council	First and Third Tuesday of every month at 7:00 PM

Applicants are advised that additional meetings and/or workshops are scheduled when necessary upon approval of the Planning Commission and are usually held on the third Monday of every month.

Acknowledgment and Signature of Owner and Applicant

I acknowledge that I have read all of the information discussed in the City of Wayzata Development Application and fully understand that I am responsible for all costs incurred by the City related to the processing of this application and agree with all items above.



Property Owner as indicated on page one

4/3/19

Date



Applicant (if different than Owner)

5/31/19

Date

*The applicant shall not change or alter this form in any way.
Alteration is grounds for rejection.*

FOR CITY USE ONLY

Date of Receipt: _____ Receipt No: _____ Recorded by: _____

Date accepted as complete: _____ Accepted by: _____

DESCRIPTION OF REQUEST

THE COMMONWELL

About The CommonWell

The CommonWell is an elevated health and wellness club for individuals interested in increasing their healthspan through an integrated and high-touch experience. Members will enjoy access to various fitness and wellness programs, tailored to the active adult. Each member will be paired with a wellness advisor, who will be their guide and resource on their personalized health journey. Through assessments, classes, one-on-one training, consultations, and bodywork services, our members will have both a physical and social experience that is not currently offered in a single location.

The club will feature:

- an organic, sustainable cafe that promotes socialization and nourishment among members;
- a walking track, hot and cold pool circuit, saunas, fitness equipment, group fitness classes, natural care products, lectures and educational events; and
- services such as personal training, nutritional consultation, chiropractic work, acupuncture, and massage therapy.

Advancing health and wellbeing is at the forefront of our mission. We believe that in order to improve health and human experience, we must design a space that complements these values. Therefore, The CommonWell will be WELL Certified - a performance-based system for tracking, accrediting, and auditing features of the built environment that impact human health and wellbeing, through air, water, nourishment, light, fitness, comfort, and mind.

At The CommonWell, individuals have a more integrated and personalized experience, leading to a healthier and more balanced life.

Description of Request

The CommonWell is requesting approval to amend the PUD Development Agreement between The City of Wayzata and Wayzata Bay Redevelopment Company, LLC dated October 21, 2008 to allow for alteration of the exterior façade of the structure located at 250 Superior Blvd., Wayzata, MN. Proposed alterations include the following:

- Relocation of the Main Entry
- Exterior Revisions to Mill Street
- Exterior Revisions to Superior Boulevard

THE COMMONWELL

Relocation of Main Entry

For The CommonWell project, based upon the project program and our early space studies, it became clear that we needed to relocate the main entry from what was known as the main entry (Lunds) at the intersection of Mill Street and Superior Boulevard to Mill Street. The change in location of the entry allows the project to achieve several key strategies as outlined below.

The first strategy brings the entrance closer in proximity to the covered parking. The directly adjacent overhang provides protection upon entry from the parking garage(s) which provides members covered passage in incremental weather.

The second strategy was to be able to achieve a clear and open fitness floor with a walk around track that could capitalize on the natural light from Superior Boulevard. A clear, open and light-filled space for fitness activity is key design element of The CommonWell. The project will be pursuing WELL Certification. WELL Certification calls out for increased access to light at all activity areas. As a result, the area allocated to the fitness area could only be positioned as it is now shown.

Lastly, The CommonWell wanted to be able to provide a warm and welcoming gathering spot for healthy food and drink within the provided café. This café will be open for both members and the public to enjoy. This brings the café entry closer to the main entry, allowing for immediate access to all guests to the cafe. In addition, the location of the café permits the kitchen equipment to be provided adequate venting due to the building design with residents above. The café venting needs a direct route without interfering with residents above the space, the Landlord and The CommonWell have agreed to a solution that will permit the venting within the green space above the café, which will not have an impact the residential units.

The new elevation at the corner of Mill Street and Superior Boulevard would result from the removal of the current entry doors and internal stair. These would be replaced with a wraparound deck made of materials consistent with the existing façade: Rough Kasota stone, metal panels that match the fascia/trim, a metal wrapped pergola and a rot iron railing that mimics the railings used in the property. There would be proper exits at each end – a stair at the Superior Boulevard side and an ADA ramp at the Mill Street side.

Exterior Revision to Mill Street

The new entry off Mill Street would include a new double entry door/vestibule consisting of matching aluminum materials with wood accent. The surrounding aluminum/glass window assembly would also match existing materials. At the café, the windows would open and fully stack to allow for fresh air and an open and welcoming atmosphere (similar to The Dough Room across Mill). Stone, aluminum and all other materials would match the existing materials.

THE COMMONWELL

Exterior Revision to Superior Boulevard Elevation

The request also includes revisions to Superior Boulevard elevation with new windows to allow for maximization of natural light to the future spa area. Again, maximization of natural light is key to success for this area as it pertains to the WELL Certification. This spa area is a key contributor to the success of The CommonWell, as it not only provides the health benefits of the planned areas, but also provides yet another area for socialization, relaxation, and meditation.

The revised elevation calls out for new windows at the current locations that fully encapsulate the curved openings. The windows would match the existing windows in materials. Also, the existing dock doors (both ends) would be removed and filled in with necessary grills to allow for proper exiting at one end and venting/air exchange at the opposite end.

THE
COMMONWELL

MASTER PLAN & RENDERINGS

THE PROMENADE OF WAYZATA

WAYZATA, MN 55391



CAFE ENTRANCE VIEW

18.02770.00 - 05/22/2019

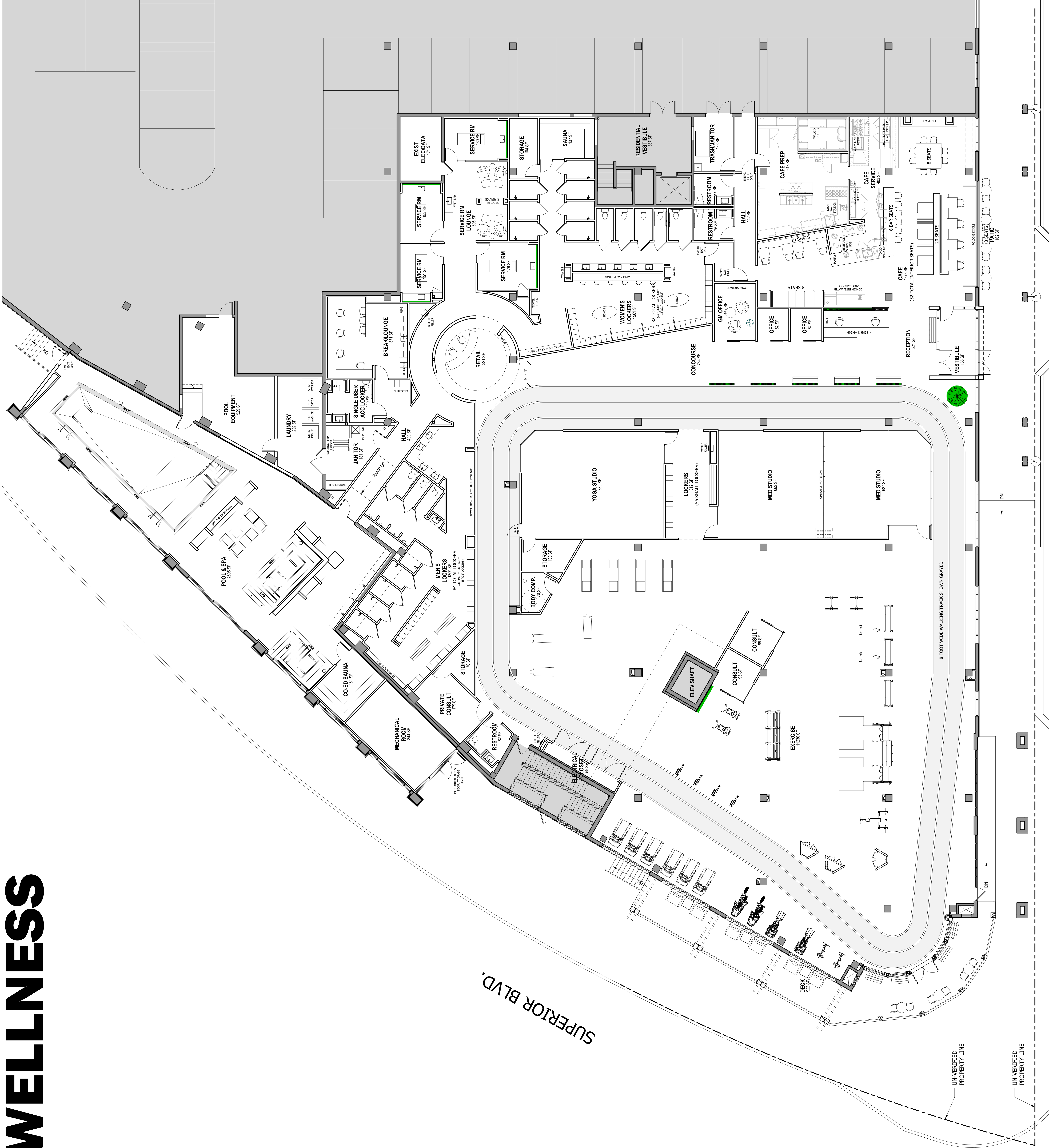
CAFE ENTRANCE VIEW

MINNESOTA WELLNESS

THE PROMENADE OF WAYZATA

250 SUPERIOR BLVD

WAYZATA, MN 55391



MILL ST.

PRELIMINARY TEST FIT - SK16.0

18.02770.00 - 06/07/2019

NELSON

MINNESOTA WELLNESS

THE PROMENADE OF WAYZATA

250 SUPERIOR BLVD

WAYZATA, MN 55391



ENLARGED CAFE, STUDIO AND WOMEN'S LOCKER ROOM PLAN
1/4" = 1'-0"

SK16.1 - CAFE, STUDIO AND WOMEN'S LOCKER ROOM ENLARGED PLAN

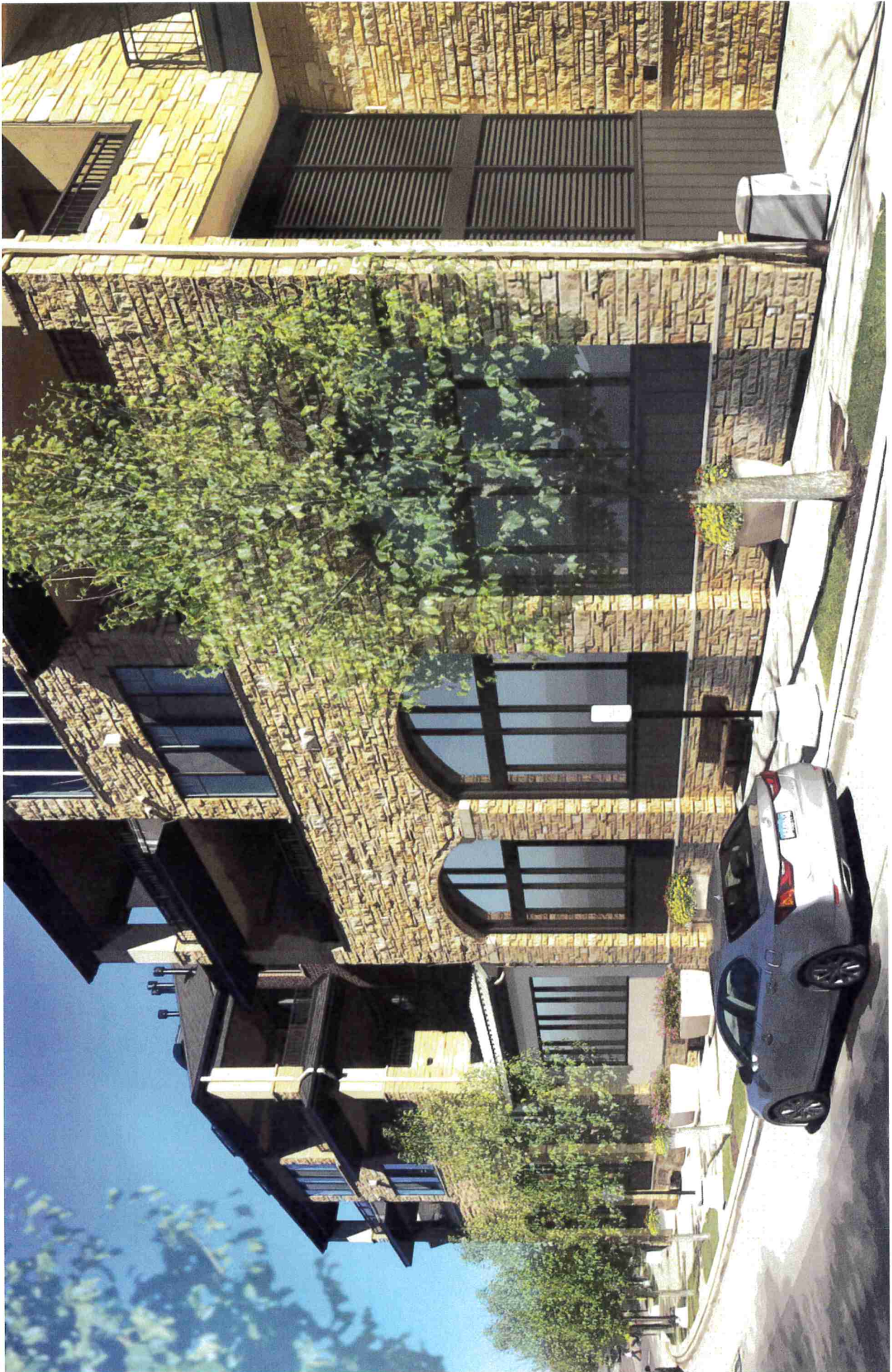
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WAYZATA, MN 55391









Design Review Critique

Superior Block

July 1, 2019

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

1. CommonWELL Development Application dated June 3, 2019

	Comments	Compliance
Building Uses		
909.05.A – Lake Street District. All new buildings east of Barry Avenue on Lake Street shall have retail usage at least 80 percent of the ground floor facing Lake Street. The remaining 20 percent 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 50 percent of the usage of the total building footprint.	The buildings in the Wayzata Bay development along Lake Street continue to provide retail frontage. The renovation of the Superior Block retains a service-based use with street-level activation.	The proposal meets the general intent of the standard.
Building Recesses		
909.06.A.1. – All Districts 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 main building entries are at the building corners with additional entries to the commercial retail space along Rice and Mill Streets. The corner building entries are recessed 6 feet. In addition, the building incorporates porticos that provide articulation and shadow lines at street level. The original PUD approval granted a deviation from building recesses requirements and is approved as built. The relocation of the Mill and Superior entrance to the east does not impact the articulation of the building's southwest corner.	Yes
909.06.A.2 Street level landscaped courtyards, outdoor seating areas and gathering areas shall be incorporated into building and site plan design.	The street level renovations include outdoor seating and potted planters.	Yes

Design Review Critique

Superior Block

July 1, 2019

	Comments	Compliance
Building Width		
<u>909.07. All Districts – 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	As-built the project meets design criteria. The renovations meet the intent of this section and include window bays, special treatment at entrances, variations in roof line, building setbacks and articulation of the façade, and rhythm of elements.	Yes

Design Review Critique

Superior Block

July 1, 2019

	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 (3rd) story must be recessed from all façades fronting public right of ways at least a distance equal to the vertical distance of the 3rd story height from the second (2nd) floor footprint, or an average of ten (10) feet across the facade, but no portion of the 3rd story structure shall be closer than six (6) feet to the 2nd story façade. The 3rd story façade shall be designed with railings, pillars, dimensional windows, building recesses or other similar design techniques to break up the 3rd story façade.	The original approval of the Superior Block granted a deviation from Upper Story Setback requirements The PUD amendment does not alter the upper story setbacks.	Not applicable to this amendment.
<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 PUD amendment does not alter the upper story setbacks.	Not applicable to this amendment.
<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 PUD amendment does not alter the upper story setbacks.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

	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.	There are no green roofs, roof garden terraces, arbors or similar structures on the roof as part of the PUD amendment.	Not applicable to this amendment.
<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 PUD amendment does not alter the roofing materials.	Not applicable to this amendment.
Screening of Rooftop Equipment		
<u>909.10.A. – Lake Street and Bluff Districts</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 building renovations do not include rooftop equipment.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

	Comments	Compliance
Facade Transparency		
<u>909.11.A. Glass Calculations – All Districts</u> Applications for design approval must include facade diagrams that contain calculations of glass and solid surfaces. Calculations of facade areas for multiple story building shall be measured from grade to the floor above. Calculations of facade areas for one story buildings shall be measured from grade to the roof deck.	Informational only.	Informational only.
<u>909.11.B. – Lake Street District</u> No less than 50 percent of the ground level facade of any building fronting Lake Street shall be transparent glass. No less than 25 percent of the ground level side and rear facade facing a public right-of-way, parking area or open space shall be transparent glass.	No portion of the Superior Block fronts Lake Street. The original design proposed a façade transparency of 60% for ground level in aggregate. The PUD amendment proposes additional glass on Superior Blvd and Mill St facades.	Yes
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: A. An intermediate cornice line B. A difference in building materials or detailing C. An offset in the façade D. An awning, trellis, or loggia E. Arcade F. Special window lintels G. Brick/stone corbels	The original approval met this standard. The PUD amendment includes an intermediate cornice line, differences in building materials and detailing, an offset in the façade, and an arcade.	Yes

Design Review Critique

Superior Block

July 1, 2019

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 main entrance is being relocated to Mill St, which is a secondary street, however, its location is adjacent to the primary street. The renovated entrance/new patio and new primary entrances are populated with planters	Yes
	Comments	Compliance
Building Materials and Quality		
<u>909.14.A. – Primary Opaque Surfaces – All Districts</u> Other than the accent materials listed in 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 original approval included brick (50%), stone (12%), and stucco (38%). The proposed amendment does not alter the building materials, except for additional glass surfaces.	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 building renovations include stone, glass, and metal, design to match the existing building materials.	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.	Brick is not used in the building renovations.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

<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.	Minimal revisions to the brick or stone are proposed. Small areas of stone are removed from the former corner entrance and replaced with metal and glass.	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	Brick is not used in the building renovations.	Not applicable to this amendment.
<u>909.14.F. – Stone Joints – All Districts</u> Stone joints shall be no larger than one-fourth (1/4) inch.	No revisions to the stone surfaces of the building are proposed, except for small areas of the former entry in which stone is replaced with additional glass and metal surfaces.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

<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 renovations are designed to match the existing materials.	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 proposed building renovations do not include renovations to any parapet walls.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

<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 existing metal awning on the Superior Blvd façade is removed and replaced with a dark metal pergola. The original metal awning received approval for deviation from these design guidelines. The addition of the pergola opens up the patio and provides additional light.	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 building addition does not include any balconies.	Not applicable to this amendment.
<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. The intent is to maximize natural light and views of the street.	Yes

Design Review Critique

Superior Block

July 1, 2019

<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.	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 proposed building would not be franchise architecture.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

	Comments	Compliance
Walkways		
<u>909.16.A. – Lake Street District</u> 1. Continuous sidewalks at least 12 feet in width shall be provided along all public street frontages. 2. Lighted sidewalks shall extend between rear and side parking areas and building entrances. All sidewalk lighting must project downward. 3. Buildings with street frontage exceeding 50 feet shall have at least one bench. 4. All sidewalk surfaces must match the exposed aggregate/brick accent sidewalks on Lake Street.	No revisions to the sidewalk are proposed.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

	Comments	Compliance
Landscaping		
<u>909.17 – All Districts</u>		Yes
1. 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 original PUD approval granted a deviation from the requirement for benches The proposed landscape plan includes seasonal annual planters along the front of the building.	
2. Window boxes, hanging baskets and planters with seasonally appropriate plantings shall be used around entries to buildings.	The proposed plans do not include any changes to the existing streetscaping along Superior Blvd.	
3. Vines shall be used to cover walls with more than one hundred (100) square feet of uninterrupted surface area.		
4. Streetscaping shall include all of the following: a) Boulevard species trees, with at least three (3) caliper inches. b) Exposed aggregate sidewalks with brick accents c) Street lights d) Benches (if building length is 50 feet or greater), which utilize existing city bench designs. e) Flowers		

Design Review Critique

Superior Block

July 1, 2019

<u>909.17.B. – Lake Street District</u> 1. 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 sidewalk shall be used. 2. Approved boulevard trees, planted in sidewalk areas, shall be planted no more than 26 feet on center from each other.	No changes are proposed.	Not applicable to this amendment.
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Design Review Critique

Superior Block

July 1, 2019

	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 changes to the existing parking on the property.	Not applicable to this amendment.
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.	There is no surface parking at the site.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 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 proposed plans do not include any changes to the existing bicycle parking on the property.	Not applicable to this amendment.
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.	No revisions are proposed to the existing parking structure.	Not applicable to this amendment.

Design Review Critique

Superior Block

July 1, 2019

<u>909.21.B. – Lake Street District</u> 1. If any part of a parking structure abuts Lake Street, that entire portion of the ground floor facade shall be occupied by at least 80 percent retail usage, extending to a depth of at least 30 feet. 2. The ground floor level of a parking structure shall not come within 40 feet of Lake Street. 3. The top decks of parking structures visible from adjacent properties shall be designed with trellises and landscaping sufficient to screen at least 50 percent of the visible area.	No revisions are proposed to the existing parking structure.	Not applicable to this amendment.
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Design Review Critique

Superior Block

July 1, 2019

	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.		
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 applicant intends to provide a wall sign at its main entrance along Mill St as well as at the corner of Superior Blvd Mill St. The applicant has stated that both signs will be lit in accordance with zoning regulations. At the time of this report, the applicant was not able to provide a final signage plan prior to the deadline for the Planning Commission meeting packet.	Yes, subject to city staff review of the final sign plan.

Design Review Critique

Superior Block

July 1, 2019

<u>909.23.A. – Permitted Signs – Lake Street District</u> 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.	Applicant has stated they are considering wall, window, and roof signs.	Yes, subject to city staff review of the final sign plan.
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Design Review Critique

Superior Block

July 1, 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.	The proposed plans do not include any changes to the existing parking.	Not applicable to this amendment.
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.		

PUD DEVELOPMENT AGREEMENT

by and among

THE CITY OF WAYZATA, MINNESOTA,

and

WAYZATA BAY REDEVELOPMENT COMPANY, LLC

October 21, 2008

THIS DOCUMENT WAS DRAFTED BY:
Best & Flanagan LLP (GDS)
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402

PUD DEVELOPMENT AGREEMENT

THIS PUD DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this 21st day of October, 2008, between the **CITY OF WAYZATA, MINNESOTA**, a Minnesota home rule charter city (the “**City**”), and **WAYZATA BAY REDEVELOPMENT COMPANY, LLC**, a Minnesota limited liability company (the “**Master Redeveloper**”).

RECITALS

WHEREAS, the capitalized terms used, but not defined, in these Recitals have the meanings given in Article I of this Agreement;

WHEREAS, the Master Redeveloper has proposed a redevelopment project covering approximately 14.5 acres in the TIF Project Area on which the Master Redeveloper proposes to construct approximately 255 senior housing units, 155 conventional residential units, 130,000 leasable square feet (“**LSF**”) of retail space, 27,500 LSF of office space, and a hotel with up to 100 rooms, in addition to street improvements, public parks, and public parking (together the “**Minimum Improvements**”);

WHEREAS, the City has determined to realign the intersection of Superior Boulevard and Lake Street to achieve the optimal configuration for land use, pedestrian access, safety and engineering, and the realigned streets, including any additional right-of-way or easements obtained with regard thereto, will be acquired for a public purpose and owned by the City for the use, occupation and enjoyment of the general public;

WHEREAS, the Master Redeveloper has agreed to finance a portion of such road realignment and other sanitary sewer improvements within the TIF Project Area (collectively the “**Public Infrastructure Improvements**”);

WHEREAS, the TIF Project Area includes the Minimum Improvements Area and the Public Infrastructure Improvements Area;

WHEREAS, the Master Redeveloper submitted an application to the City for the Project, which included the General Plan of Development (the “**PUD General Plan**”), a copy of which is on file with the City;

WHEREAS, pursuant to and subject to the terms contained in the Resolution, the City Council conditionally approved (i) the PUD General Plan; (ii) the preliminary plat for the Project; and (iii) the design of the Project (the “**Approvals**”);

WHEREAS, pursuant to the Resolution and the PUD Ordinance, at the time of Final Plan approval, the City and Master Redeveloper are required to enter into a “community development agreement”;

WHEREAS, although the Master Redeveloper has not yet submitted a request for Final Plan approval, both the City and Master Redeveloper have determined it would be beneficial to enter into this Agreement to:

- (i) memorialize the conditions of approval recited in the Resolution, including those contained in the term sheet referenced in Section 1.5 of the Resolution; and
- (ii) establish terms and conditions for supplemental amendments (the “**Block Amendments**”) to this Agreement to be entered into as Final Plans for each Block or Segment are submitted for approval;

WHEREAS, it is intended that this Agreement, together with the Block Amendments, shall satisfy the requirement of the PUD Ordinance for a “community development agreement” at the time of Final Plan approval;

WHEREAS, the Master Redeveloper may, pursuant to the terms of this Agreement and subject to prior City approval, assign certain Blocks of the Minimum Improvements to Secondary Redevelopers which will then have certain rights and obligations under this Agreement related to the assigned Block, and thereafter the Secondary Redevelopers will undertake development of those Blocks in accordance, in each case, with the provisions of this Agreement, the pertinent Block Amendments, and the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement, in addition to establishing the terms under which tax increment assistance has been approved for the Project, also establishes the terms of agreement between the Master Redeveloper and the City regarding certain regulatory and zoning issues, and this Agreement will therefore incorporate by reference certain provisions of the Redevelopment Agreement which deal with such issues;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“**Agreement**” means this PUD Development Agreement.

“**Authority**” means the Wayzata Housing and Redevelopment Authority.

“**Block**” or “**Blocks**” refers to one or more portions of the Minimum Improvements, specifically the West Block, East Block, East Block Linear Park, Plaza Block, Park Plaza, Superior Block, North Block, or North Block Linear Park.

“**Certificate of Completion**” means certificates signed by the City Manager, certifying completion by the Master Redeveloper or Secondary Redeveloper of all obligations under this Agreement with respect to a particular Block or Segment.

“**City**” means the City of Wayzata.

“City Consultants” means the financial, engineering, legal and other similar advisors to the City and the Authority regarding the Project.

“City Council” means the Wayzata City Council.

“Commencement” means the date on which a building permit application is deemed complete by the City in accordance with Minnesota Statutes, Section 15.99 for a given Block and the corresponding Segment of the Public Infrastructure Improvements.

“Commencement Date” means the date of Commencement.

“Completion” of a particular Block or Segment means Master Redeveloper receipt of a Certificate of Completion for that Block of Segment.

“Completion Date” means any date a Certificate of Completion with respect to any Block of the Minimum Improvements or any Segment of the Public Infrastructure Improvements is delivered.

“County” means the County of Hennepin, Minnesota.

“Default” means an act or omission by the City, the Master Redeveloper or Secondary Redeveloper which becomes an Event of Default under this Agreement if it is not cured.

“Default Date(s)” means the Commencement and Completion Dates outlined in the Minimum Improvements Timeline in Section 7.1 and the Public Infrastructure Improvements Timeline in Section 7.2 of the Redevelopment Agreement.

“East Block” has the meaning given in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

“East Block Linear Park” is defined in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

“Event of Default” means any of the events by the City or the Master Redeveloper described in Section 10.

“Final Plans” means the final design and architectural plans for a given Block of the Minimum Improvements submitted to the City for approval pursuant to Section 801.33.7 of the PUD Ordinance.

“Final Plat” means the final plat or replat for any Block of the Minimum Improvements when approved by the City and the County.

“Financing Commitment” means a commitment from a mortgage lender, or in the case of a conduit bond, a term sheet from an investment banking firm.

“General Plan Approval” means all the land use terms and conditions contained in Resolution No. 25-2008 adopted by the City Council on June 10, 2008.

“Hazardous Material” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“HOA” means an association of homeowners or the owners of any commercial units which are instituted to organize or regulate the collective ownership or management of common areas or facilities.

“Independent Senior Housing” means that portion of the Minimum Improvements for residents fifty-five years of age or older with limited healthcare needs.

“Linear Park” means both the East Block Linear Park and the North Block Linear Park.

“Master Redeveloper” means Wayzata Bay Redevelopment Company, LLC.

“Memorandum” means the document described in Section 15.7 and substantially in the form of Exhibit D.

“Minimum Improvements” means the Master Redeveloper’s obligations in both Phase I and Phase II as described in Article V of the Redevelopment Agreement.

“Minimum Improvements Area” means the area on which the Master Redeveloper will construct the Minimum Improvements, which is illustrated on the TIF Project Area Map and legally described on Exhibit B-1.

“Minimum Improvements Site Plan” is attached as Exhibit B.

“Minimum Improvements Timeline” means the Minimum Improvements schedule established in Section 7.1 of the Redevelopment Agreement.

“North Block” has the meaning given in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

“North Block Linear Park” has the meaning given in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

“Park Plaza” has the meaning given in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

“Parking Facilities” means the portion of the Minimum Improvements, as approved in a Final Plan, available for public parking through the Public Access Areas Easement.

“Park Improvements” means the portion of the Minimum Improvements, as approved in a Final Plan, available for public use as a park through a Park Improvements Easement.

“Park Improvements Easement” has the meaning given in Section 5.9 of the Redevelopment Agreement.

“Phase(s)” means one or both phases of the Minimum Improvements described in this Agreement.

“Phase I” means the Master Redeveloper’s obligation to construct the West Block, East Block, and East Block Linear Park.

“Phase II” means the Master Redeveloper’s obligation to construct the Plaza Block, Park Plaza, Superior Block, North Block, and North Block Linear Park.

“Plaza Block” has the meaning given in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

“Preliminary Plat” means the preliminary plat for any Block of the Minimum Improvements.

“Project” means the Minimum Improvements and the Public Infrastructure Improvements under this Agreement.

“Public Access Area” means the portions of the Project covered by the Public Access Area Easement, including, but not limited to, roads, curbs, gutters, and on-street public parking.

“Public Access Area Easement” has the meaning given in Section 5.7 of the Redevelopment Agreement.

“Public Access Improvements” means the portion of the Minimum Improvements, as approved in a Final Plan, available for public use through a Public Access Area Easement.

“Public Infrastructure Improvements” mean Sanitary Sewer Improvements and the Lake Street Improvements and Superior Boulevard Improvements to be completed by the City or the Master Redeveloper.

“PUD Agreement” means this Agreement, together with such supplementary agreements as are later negotiated, approved, executed, and recorded against each Block of the Minimum Improvements by the City and the Master Redeveloper or Secondary Redeveloper.

“PUD Final Plan” or ***“Final Plan”*** means the final construction plans and specifications for the Project, or a portion thereof, submitted by the Master Redeveloper to the City and approved pursuant to the requirements hereof, and Section 801.33.7 of the PUD Ordinance.

“PUD General Plan” means the preliminary design and architectural plans for the Project submitted by the Master Redeveloper to the City and approved in the General Plan Approval.

“PUD Ordinance” means Section 801.33 of the City’s ordinances.

“Redevelopment Agreement” means the Redevelopment Agreement entered into between the Authority, the City and the Master Redeveloper dated October 21, 2008.

“Release” means the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release, however defined, whether intentional or unintentional, of any Hazardous Material.

“Remediation Costs” mean any and all costs, expenses and fees incurred to conduct actions required by a governmental entity under Environmental Law to: (i) clean up, remove, treat, or in any other way address any Release of Hazardous Material, (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Materials; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care relating to a Release, but shall not include any such Remediation Costs incurred with regard to the Lake Street and Superior Boulevard Realignment, as defined in Section 6.1(a) of the Redevelopment Agreement, except for those costs to be paid by the Master Redeveloper as provided in Section 6.11 of the Redevelopment Agreement.

“Resolution” means Resolution No. 25-2008, adopted by the City Council on June 10, 2008.

“Sanitary Sewer Improvements” has the meaning given in Section 6.1 of the Redevelopment Agreement and shown on the Public Infrastructure Improvement Site Plan.

“Secondary Redeveloper” means any redeveloper other than the Master Redeveloper that has been authorized by the City and the Authority to construct the Minimum Improvements as described in Section 13.2 of the Redevelopment Agreement.

“Segment” means refers to one or more portions of the Public Infrastructure Improvements, as described in Section 6.1 of the Redevelopment Agreement and shown on the Public Infrastructure Improvements Site Plan.

“Senior Community Town Center” means common areas and amenities for the North Block and Superior Block.

“State” means the State of Minnesota.

“Superior Boulevard Improvements” means that portion of the Public Infrastructure Improvements on Superior Boulevard, which includes Segments 1, 2, 3, and 6 and the Sanitary Sewer Improvements.

“Superior Block” has the meaning given in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

“TIF Project Area” consists of the property which includes the Minimum Improvements Area and the Public Infrastructure Improvements Area.

“Unavoidable Delays” means delays, outside the control of the party claiming its occurrence, which are the direct result of (a) unusually severe or prolonged bad weather, (b) acts of God, fire or other casualty to the Project, (c) litigation commenced by third parties which directly results in delays, (d) acts of any federal, State, or local government unit which directly result in delays, (e) strikes, other labor trouble, (f) delays in delivery of materials for the Project,

(g) soil conditions on the TIF Project Area, (h) delays caused by market instability to issue conduit revenue bonds at rates and conditions consistent with the TIF Pro Forma (as defined in the Redevelopment Agreement), or (i) resolution of leases in force which impact the Master Redeveloper's ability to comport with the Minimum Improvements Timeline.

"West Block" has the meaning given in Section 5.1 of the Redevelopment Agreement and shown on the Minimum Improvements Site Plan.

ARTICLE II RESOLUTION CONDITIONS OF APPROVAL

Section 2.1 Resolution Conditions. Subject and in addition to the other terms and conditions of this Agreement, the Redevelopment Agreement, and the requirements of City ordinances, the Master Redeveloper shall satisfy the conditions in this Article II for the approvals indicated, in accordance with the requirements of the Resolution.

Section 2.2 General Plan Conditions. As a condition of Final Plan approval for any Block or Segment, the Master Redeveloper shall satisfy the following requirements:

(a) Execute, deliver to the City and record the Park Improvements Easement and the Public Access Area Easement for such Block prior to issuance of any building permit for such Block, as further provided herein.

(b) Review and consider the comments in the City staff and consultant reports dated May 5, 2008, and comply with the following conditions listed in those reports:

- (i) Submit additional information acceptable to City staff regarding the sanitary sewer design at Superior Blvd and Circle A Drive for rerouting around the proposed North Block building.
- (ii) Provide revised design plans for the in-line drop of the sanitary sewer line in the West Block, for review and approval by the City Engineer.
- (iii) Include in all Final Plans, and install, post-indicator valves on all fire lines.
- (iv) Provide design information regarding the wells for the geothermal system to the Minnesota Department of Health for review and approval.
- (v) Include on all Final Plans, and install, additional fire hydrants as and to the extent required by the Wayzata Fire Marshal.
- (vi) If required by the City Engineer, case both water and sanitary sewer mains to prevent contamination of the storm sewer system.

- (vii) Include in all Final Plans, and install, external grease traps for all restaurants.
- (viii) Plan and coordinate the installation of street lighting with the City, including light selection, photometrics, and light location to meet illumination levels required by the City.
- (ix) Include in all Final Plans, and utilize, a vibration seismograph during piling installation to monitor disturbances to adjacent businesses and residences.
- (x) Include in all Final Plans, and install, , to the extent required by the City Engineer, piling curtains around the construction area to contain groundwater at time of project construction.
- (xi) Include in all Final Plans, and take all required actions, to ensure that all floor slabs in the below-grade parking areas are structurally supported on grade beams spanning the driven pile foundations at time of project construction, or use some other structural system acceptable to and approved in writing by the City Engineer.
- (xii) Submit a maintenance schedule for the stormwater management system which is reviewed and approved by the City Engineer and the Director of Public Service as part of Final Plan approval.
- (xiii) Submit plans for water, sewer, storm sewer, and erosion control which are reviewed and approved by the City Engineer as part of Final Plan approval.

None of the requirements or approvals to be provided by City staff shall be conditioned or withheld in such a way as to be arbitrary or capricious.

(c) All necessary and appropriate permitting from non-City agencies and authorities are procured and at all times complied with for the Project.

(d) Contributions for off-site affordable housing shall be made in the manner committed to with Interfaith Outreach and Community Partners, and shall be for housing within the boundaries of the City of Wayzata, or, at the election of the City Council, outside the boundaries of the City of Wayzata.

(e) Obtain the other approvals necessary for the Project, including the Wetland Conditional Use Permit, design approval requested in the development application, a rezoning of the Property to PUD District, and approval of the final plat of the Property.

Section 2.3 Final Plat. As a condition of final plat approval for any portion of the TIF Project Area, and in addition to any conditions and requirements of Chapter 805 of the Wayzata City Code, the Master Redeveloper shall satisfy the following conditions:

(a) The “Land Transfer Closing,” as that term is defined in the Redevelopment Agreement, shall have been completed in accordance with the provisions of Article IV of the Redevelopment Agreement.

(b) The north-south section of Rice Street that is connected to the TIF Project Area is renamed with a name approved by the City Council.

(c) Either the east-west section or north-south section of Engel Street that is connected to the TIF Project Area is renamed to a name approved by the City Council.

(d) The other City approvals necessary for the Project are obtained, including the PUD Final Plan, the wetland conditional use permit as referenced in Section 3.4 of the Resolution, rezoning of the TIF Project Area to PUD District, and design approval requested in the development application.

Section 2.4 Design Requirements for Final Plans. As a condition of Final Plan approval for any Block or Segment, the following design requirements, as stipulated by the Wayzata Design Standards (in effect as of the date of the Resolution or as in effect as of the date of Final Plan approval for such Block), and in Section 4.3 of the Resolution, shall be satisfied by the Master Redeveloper:

(a) The design of buildings must be adjusted so that the amount of stucco and the roof materials meet the Design Standards.

(b) Deviations from the following Design Standards requirements are permitted for the West Block as depicted in the PUD General Plan:

- (i) Section 6.2 – Upper Story Setbacks
- (ii) Section 12.2 – Building Materials - metal awnings
- (iii) Section 15.1 – Benches – For 50 feet intervals

(c) Deviations from the following Design Standards requirements are permitted for the East Block as depicted in the PUD General Plan:

- (i) Upper Story Setbacks
- (ii) Section 12.2 – Building Materials for metal awnings
- (iii) Section 15.1 – Benches – For 50 feet intervals
- (iv) Section 4.1 – Building Recesses
- (v) Section 9.1 & 12 – Transparency of Glass

(d) Deviations from the following Design Standards requirements are permitted for the Superior Block as depicted in the PUD General Plan:

- (i) Section 6.2 – Upper Story Setbacks
- (ii) Section 12.2 – Building Materials for metal awnings
- (iii) Section 15.1 – Benches – For 50 feet intervals
- (iv) Section 4.1 – Building Recesses

(e) Deviations from the following Design Standards requirements are permitted for the Plaza Block as depicted in the PUD General Plan:

- (i) Section 6.2 – Upper Story Setbacks
- (ii) Section 12.2 – Building Materials - metal awnings
- (iii) Section 15.1 – Benches – For 50 feet intervals
- (iv) Section 4.1 – Building Recesses
- (v) Section 18.3 – Bicycle Parking

(f) Deviations from the following Design Standards requirements are permitted for the North Block as depicted in the PUD General Plan:

- (i) Section 6.2 – Upper Story Setbacks
- (ii) Section 12.2 – Building Materials - metal awnings
- (iii) Section 15.1 – Walkways and Benches
- (iv) Section 4.1 – Building Recesses
- (v) Section 18.3 – Bicycle Parking

Manager: (g) Finalize the following design elements in a manner approved by the City

- (i) The referencing of the amount and type of transparency/reflective glass on the East Block office building.
- (ii) Change the glass to a one-way aspect on the parking garage windows on the east side of the East Building, or employ an alternative design approved by the City Manager, to reduce the amount of light apparent to the Circle A neighborhood.
- (iii) Resolve the nature of the Legacy Center versus a potentially different public use.

Any proposed design revisions that are deemed material by Master Redeveloper or City staff may be brought before the City Council, prior to Final Plan consideration, for interim guidance and input; other revisions shall be dealt with at the City staff level.

(h) The inclusion of: (1) a campanile; and (2) the playground on the east side of the Project and the path connecting it to the Circle A neighborhood and their respective designs, if included, shall be subject to further City Council review and approval.

(i) The following provisions shall be included in the Final Plans:

- (i) Delete the north/south pathway on the east side of the Project.
- (ii) Require odor-limiting measures such that any odors drifting into the east neighborhood do not constitute a nuisance or unreasonably interfere with the usual residential use and enjoyment of residents in the east neighborhood.

(iii) Prohibit loading or outside garbage service from the east side of the Project.

(j) Demonstrate, to the satisfaction of City staff, compatibility with existing street signage with the new wayfinding signage.

ARTICLE III PUD ORDINANCE CONDITIONS OF APPROVAL

Section 3.1 Conditions of Approval. As a condition of Final Plan approval of any Block or Segment pursuant to the PUD Ordinance, the Master Redeveloper shall submit the following for review and approval, by City staff, with regard to such Block or Segment, as relevant:

(a) Easements, Restrictive Covenants and HOAs. All easements, restrictive covenants and the documents required to institute and operate any HOA, to be reviewed and approved by the City in accordance with Section 5.5 hereof. All approved easements, restrictive covenants and HOA documents must be executed and recorded prior to the issuance of any certificate of occupancy for the portions of the Project subject to or affected by such documents.

(b) Final Plans. Final construction plans and specifications for all Minimum Improvements and Public Infrastructure Improvements, including but not limited to the Public Access Improvements and the Park Improvements. All such Final Plans shall be in conformance with the Minnesota State Building Code. All roads, whether private or dedicated to the public, shall be designed to right-of-way widths and constructed to standards imposed by Wayzata Ordinance 805 and City subdivision regulations, except as otherwise provided in the Resolution.

(c) Additional Documentation. Any other plans, agreements or specifications required by City staff to be reviewed prior to the issuance of any building permit.

ARTICLE IV PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 4.1 Redevelopment Agreement. The construction, phasing and financing of the Public Infrastructure Improvements shall be implemented and performed by the Master Redeveloper in accordance with Article VI of the Redevelopment Agreement, which is hereby incorporated into this Agreement, subject to the terms and conditions of this Agreement, which shall supplement, and, where inconsistent, supersede the provisions of the Redevelopment Agreement.

Section 4.2 Security. Any letter of credit or security required by the City pursuant to the Redevelopment Agreement shall satisfy the requirements of this Agreement with respect to the Public Infrastructure Improvements, and must be issued or provided prior to the issuance of any building permit or the commencement of construction.

Section 4.3 Requirements for Construction by Master Redeveloper. The Public Infrastructure Improvements may be constructed in Segments, as contemplated in Articles VI and VII of the Redevelopment Agreement. If the Master Redeveloper constructs all or any portion of

the Public Infrastructure Improvements, the following requirements shall be satisfied by the Master Redeveloper:

(a) Consult with the City as to the intended commencement date of construction for each Segment to allow the City adequate time to provide final construction plans and specifications for the intersection of Wayzata Blvd. and Superior Blvd., as well as for the traffic and street layout design for the Circle A Drive and Lake Street intersection

(b) The Master Redeveloper, its contractors and subcontractors, shall follow all instructions received from the City's inspectors which are in accordance with applicable City codes and ordinances.

(c) Prior to beginning construction, the Master Redeveloper or the Master Redeveloper's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work.

(d) Within 60 days after the completion of the relevant Public Infrastructure Improvements, the Master Redeveloper shall supply the City with a complete set of reproducible "as constructed" plans and two complete sets of blue line "as constructed" plans, and a digital AutoCAD file, each prepared in accordance with City standards. Iron monuments shall be installed at the corners of lots and outlots in accordance with state law. The Master Redeveloper's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

(e) Master Redeveloper shall maintain the relevant Public Infrastructure Improvements until accepted by the City. The City will accept such Public Infrastructure Improvements only when such Public Infrastructure Improvements are fully completed.

(f) The City's standard street specifications and requirements (the "Street Standards"), are hereby incorporated into this Agreement by reference. If there is a conflict between the approved Final Plans for the streets and the Street Standards, the Street Standards shall prevail except when an alternative has been explicitly approved in writing by the City Engineer.

(g) Following completion of the streets and/or sanitary sewers and inspection and approval thereof by the City Engineer within sixty (60) days thereafter, the City agrees to accept the streets and/or sanitary sewers for maintenance if they are deemed by the City to have been constructed according to the Street Standards and the relevant approved Final Plans.

(h) Prior to the City accepting the streets for maintenance, the Master Redeveloper agrees to remove snow from any street or section of street. After the streets have been accepted by the City, they will be posted each spring for weight limits in accordance with the City's ordinances and policies.

(i) The Master Redeveloper agrees to warrant the streets and sanitary sewer improvements against defects in labor and materials for a period of one (1) year from the date of acceptance of the streets and sanitary sewer improvements by the City; provided, however, that the warranty period for all vegetation and plantings shall be two (2) years. During such period, the Master Redeveloper agrees to repair or replace any street or sanitary sewer improvement which shows signs of failure, normal wear and tear excepted. A decision regarding whether a street or sanitary sewer improvement shows signs of failure shall be made by the City in the exercise of its sole discretion. If the Master Redeveloper fails to repair or replace a defective street or sanitary sewer improvement during the warranty period, the City may repair or replace the street or sanitary sewer improvement and may use the Letter of Credit, as hereinafter defined, to reimburse itself for such costs. The Master Redeveloper agrees to reimburse the City fully for the cost of street repair or sanitary sewer improvement repair if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 30 days of the date upon which the City notifies the Master Redeveloper of the cost due under this paragraph.

(j) No sewer and water connection permits may be issued and there may be no occupancy (whether as a residence, sales office, or otherwise) of any structure for which a building permit has been issued on either a temporary or permanent basis until the streets needed for access have been paved with the first lift of a bituminous surface and the sanitary sewer and water utilities have been tested and accepted by the City.

ARTICLE V MINIMUM IMPROVEMENTS

Section 5.1 Redevelopment Agreement. The construction, phasing and financing of the Minimum Improvements, including but not limited to the Park Improvements and Public Access Improvements, shall be implemented and performed by the Master Redeveloper in accordance with Articles V and VII of the Redevelopment Agreement, which is hereby incorporated into this Agreement, subject to the terms and conditions of this Agreement which shall supplement and, where inconsistent, supersede the provisions of the Redevelopment Agreement.

Section 5.2 Security. As a condition of approval of Final Plans for any of the Park Improvements and for the Public Access Improvements, the Master Redeveloper shall cause a Letter of Credit, or other security, to be issued in the amount and according to the terms indicated in Section 8.1 of this Agreement. When Final Plan approval for each Block is sought, the City shall make a determination as to the scope, extent and nature of the Park Improvements and Public Access Improvements which are necessary or beneficial to the construction or operation of the relevant Block and/or of the entire Project. Based on such determination, which shall not be arbitrary or capricious, the City, at its election, may require that the Master Redeveloper provide a Letter of Credit or other security for some or all of the Park Improvements and Public Access Improvements in the Project yet to be constructed, as a condition of approval for the Final Plans for the first Block to be constructed, or for any subsequent Block for which Final Plan approval is sought.

Section 5.3 Ownership and Maintenance. As a condition of approval of Final Plans for any of the Park Improvements and for the Public Access Improvements, the Master Redeveloper shall cause the following conditions to be satisfied:

(a) For all Park Improvements and Public Access Improvements, provisions acceptable to the City shall be made for the (i) ownership; (ii) maintenance; (iii) insurance; and (iv) payment of maintenance and repair expenses, real estate taxes, and insurance premiums. The City shall have the right to assess any benefited properties, which shall include all portions of the Project, for any such costs not otherwise paid, upon thirty (30) days prior written notice and opportunity to cure given to Master Redeveloper.

(b) Objective standards for maintenance of the Park Improvements shall be established, substantially the same as the City applies to parks that it owns and operates which have comparable improvements and/or functions.

(c) The City shall have the right to police, maintain, insure, repair and rebuild all Park Improvements and Public Access Improvements, to the extent such obligations are not satisfied by the owners thereof according to standards established by the City.

Section 5.4 Landscaping Plans. Pursuant to Section 801.33.2(12) of the PUD Ordinances, the landscaping plans included in the Final Plans for any Block or Segment shall require City Council approval.

Section 5.5 Covenants and HOA Documents. Pursuant to Section 801.33.2(6) of the PUD Ordinances, Final Plans for each Segment or Block shall include the necessary covenants and restrictions and organizational documents for the relevant HOA. Prior to the approval of Final Plans for any portion of the Project, Master Redeveloper shall submit the proposed covenants and restrictions affecting the entire Project and the organizational documents for the “master” HOA for the Project (the “**Master Documents**”), all of which shall be subject to approval by the City Attorney. Such Master Documents shall at a minimum provide for the following, according to terms acceptable to the City Attorney:

- (a) satisfy the requirements of the PUD Ordinance;
- (b) provide specific requirements for the contents of covenants and restrictions and HOA organizational documents to be applicable to specific Blocks; and
- (c) provide for the construction, operation, maintenance, repair, insuring and funding of the Park Improvements and Public Access Improvements.

All covenants and restrictions and HOA organizational documents applicable to specific Blocks shall be subject to review and approval by the City Attorney, provided, however, that upon receipt of a certification from the Master Redeveloper’s attorney as to the compliance of such documents with the requirements of the Master Documents, such review shall be minimized as appropriate in reliance upon such certification.

Section 5.6 Access to Model Units. The City acknowledges that Master Redeveloper may construct model units for sales and marketing purposes (the “**Model Unit(s)**”) prior to

completion of all of the Public Access Improvements required to provide certain utilities and/or access thereto. Notwithstanding anything to the contrary in this Agreement, the City agrees that it will not withhold any building permits, certificates of occupancy or other governmental approvals necessary for construction, build-out and temporary, non-residential occupancy of any of the Model Units, solely for sales and marketing, on the grounds that the Public Access Improvements contemplated by this Agreement have not yet been fully completed. The extent of completion of the Public Access Improvements required for such use of the Model Units shall be substantially as described in Section 4.3(i) hereof, or as specified in the relevant Final Plans.

ARTICLE VI PHASING

Section 6.1 Redevelopment Agreement. The provisions of Article VII of the Redevelopment Agreement are hereby incorporated into this Agreement. Notwithstanding the terms of the Redevelopment Agreement, and notwithstanding the occurrence of Unavoidable Delays, the Master Redeveloper shall complete all Minimum Improvements (together with Segments of the Public Infrastructure Improvements which correspond to the relevant Blocks containing the Minimum Improvements) in Phase I on or before December 31, 2014, and in Phase II on or before September 30, 2016.

Section 6.2 Block Amendments. Upon: (i) notification to the City by the Master Redeveloper, or a Secondary Redeveloper, that Final Plan approval for any Block or Segment is being sought; and (ii) submission to and approval by the City of all documentation required by City staff, this Agreement or the PUD Ordinance for such Final Plan approval, the City Attorney shall prepare a Block Amendment, which will:

1. Identify the approved Final Plans and all related documentation.
2. Provide for any required security pursuant to Section 8 hereof.
3. Indicate any conditions of Final Plan approval required by the City.
4. Amend such other provisions of this Agreement as the parties deem necessary.

Such Block Amendment shall be executed by the Master Redeveloper, any proposed Secondary Redeveloper, and the City (and all other parties with an ownership interest in the relevant Block or Segment, as indicated by an updated title insurance commitment provided to the City), and a memorandum of such Block Amendment shall be executed and recorded.

Section 6.3 Compliance Review. When Final Plan approval is requested for any Block or Segment, the City Manager shall conduct the review procedures detailed in Section 801.33.10 of the PUD Ordinance, and report the results thereof to the City Council, prior to the issuance of Final Plan approval.

ARTICLE VII ADDITIONAL CONSTRUCTION AND MAINTENANCE REQUIREMENTS

Section 7.1 Storm Water Maintenance. The "Responsible Owner" of all public or private storm water improvements, being initially the Master Redeveloper, and subsequently, the HOA or other entity which owns the land on which such improvements are located, shall

maintain, at its cost, all storm water improvements in the Project. Annually (or less frequently, at the option of the City Engineer), in a manner requested by the City Engineer, the Responsible Owner shall inspect such storm water improvements and provide the City with a written report on the inspection results.

Section 7.2 Site Grading. All site grading must be done in compliance with the approved Final Plans. With respect to any particular Block or Segment, within 60 days after completion of the grading, the Master Redeveloper shall provide the City with an “as constructed” grading plan and a certification by a registered land surveyor or engineer that all elements of the grading, including those associated with the storm sewer improvements, have been constructed in accordance with the approved Final Plans and the relevant grading permit. The “as constructed” plan shall include field-verified elevations of the location and elevations along all swales and ditches and lot corners. The City may withhold issuance of building permits for a particular Block or Segment until the relevant approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City.

Section 7.3 Water and Sewer Charges. Before a building permit is issued for construction, the applicant of the building permit shall pay to the City any sanitary sewer and water connection charges based on the Metropolitan Council Environmental Services (“MCES”) SAC Units as determined by the MCES. The City reserves the right to increase the fees due at the time of paying the fees to the City and the MCES, and the fees may change to reflect the City and MCES rates in effect at the time the building permit is issued and the fee paid; provided, however, that the City water charge of \$1,750.00 and the City sanitary sewer charge of \$500.00 shall remain the same amount until December 31, 2011. The fees are calculated as follows, based upon existing rates:

To City:

Water:	\$1,750.00 per Sewer Availability Charge Unit
Sanitary Sewer:	\$500.00 per Sewer Availability Charge Unit
SAC Charge:	\$1,825.00 per Sewer Availability Charge Unit

The number of sewer availability charge units in the Project shall be determined pursuant to regulations and procedures of the MCES. Any SAC unit credits provided to the Master Redeveloper based upon prior payments related to the Project or otherwise, by MCES will also be credited in calculating the City’s SAC charges. The City will also credit the Master Redeveloper for any prior payments or prior assessments or charges against the Project which have been paid for water or sanitary sewer related to the Project.

Section 7.4 Maintenance Costs. The Master Redeveloper shall repair, replace and maintain, and be liable for the cost of repairing, replacing and maintaining the Project and all improvements installed by the Master Redeveloper, including but not limited to the Park Improvements and the Public Access Improvements; provided, however, except to the extent of any warranty claims or repairs or replacements of construction defects, and except as otherwise provided for in this Agreement, the City will be responsible for the repair, replacement and maintenance of all Public Infrastructure Improvements once inspected, tested, approved and

accepted in writing by the City. If the Master Redeveloper fails to repair, replace or maintain any portion of the Project (other than portions for which the City is responsible) in accordance with the requirements of this Agreement, or the Final Plans, or otherwise in accordance with instruction from the City Engineer, within 30 days of written notice from the City of such default, then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, perform or hire a third party to perform for the account of the Master Redeveloper any obligation of the Master Redeveloper with respect to such portion of the Project. In the event of an emergency, no notice shall be required, and the City may act immediately. The Master Redeveloper shall promptly reimburse the City for any expense incurred by the City. This Agreement is a non-revocable license for the City and/or its agents to enter the Project and to take such actions, and it shall not be necessary for the City to seek a Court order for permission to enter the Project, or perform such inspections or maintenance, or act in accordance with this Agreement. When the City does any work, the City may, in addition to its other remedies, assess the cost in whole or in part against the Project and the Project shall be deemed to have benefited from the work in the amount expended by the City to perform such work.

Section 7.5 Access During Construction. Prior to construction of the Public Infrastructure Improvements, the City shall secure any necessary construction easements from the owners of properties adjacent to the TIF Project Area. Access to any existing easements on the TIF Project Area shall remain open and useable during construction and all other phases of the Project.

Section 7.6 Clean Up. Prior to issuance of any certificate of occupancy, the Master Redeveloper shall remove from the particular Block any excess soil, earth or debris resulting from construction work by the Master Redeveloper as directed by the City. No storage of surplus soils shall be permitted on any portion of the TIF Project Area, except in accordance with an approved grading permit.

Section 7.7 Hazardous Waste. Subject to the provisions of 6.11 of the Redevelopment Agreement, the Master Redeveloper agrees that prior to or during grading and site redevelopment work, it shall completely remove and/or remediate any hazardous waste, and any contaminated soil and ground water from the TIF Project Area, if any is discovered, to the extent required by the Minnesota Pollution Control Agency and shall furnish the City with documented approval by such Agency of completion prior to the issuance of any certificate of occupancy for any of the affected parcels.

Section 7.8 Warranty. As to Public Infrastructure Improvements that do not have a warranty specified elsewhere in this Agreement, the Master Redeveloper warrants all such work performed by it pursuant to this Agreement against poor material and faulty workmanship for a period of one (1) year after final completion is certified by the Master Redeveloper's civil engineer. As to the Public Access Improvements and the Park Improvements, the Master Redeveloper warrants all such work against poor material and for the workmanship for a period of two (2) years after final completion is certified by the Master Redeveloper's civil engineer. Any repairs or replacements shall be warranted for twelve (12) months from the time of construction or installation. Master Redeveloper further warrants that no changes in the structure, design, materials, location or form of the Public Infrastructure Improvements, Park

Improvements or Public Access Improvements shown on the approved Final Plans shall be made until the expiration of the applicable warranty period, unless this Agreement is amended by both parties.

ARTICLE VIII SECURITY

Section 8.1 Security. As a condition to Final Plan approval for any Segment or Block, and prior to the issuance of a building permit for any such Segment or Block, the Master Redeveloper shall provide an irrevocable letter of credit, or other security acceptable to the City Manager, in a form and according to terms acceptable to the City (the “**Letter of Credit**”), for: (i) Public Infrastructure Improvements, to the extent required by Article VI of the Redevelopment Agreement; and (ii) for Park Improvements and Public Access Improvements (collectively, the “**Public Improvements**”). The aggregate amount of the Letter of Credit shall be for 125 percent of estimated costs of all Public Improvements, and shall be in a form acceptable to the City Manager. The amount of security shall be subject to approval by the City Manager, and will be adjusted to reflect the above costs at that time. The Letter of Credit shall be in force until all of the Public Improvements for the particular Block or Segment have been fully completed, and fully tested, inspected and accepted by the City, and all warranty periods provided for by this Agreement have expired. The Letter of Credit may be for a one year term, provided it is automatically renewable for successive one year periods from the present or any future expiration dates, unless sixty (60) days prior to an expiration date, the bank notifies the City that it elects not to renew for an additional period. Any expiration of the Letter of Credit, absent its replacement with a new Letter of Credit in the same amount for a new term of at least 12 months, shall constitute an Event of Default hereunder. The Letter of Credit shall secure compliance of the completion of the Public Improvements, and performance by Master Redeveloper of its obligations under this Agreement. The City may draw upon the Letter of Credit, with ten (10) business days notice to Master Redeveloper, if the Master Redeveloper fails to remedy an Event of Default, provided, however, that the City shall not call such Letter of Credit, if within such notice period, Master Redeveloper commences and diligently pursues to completion such cure in a manner satisfactory to the City. The City shall draw only that amount necessary to cure such Event of Default. At the request of the Master Redeveloper, the Letter of Credit shall be reduced from time to time (but no more often than once a month) as obligations of Master Redeveloper under this Agreement secured by such Letter of Credit are satisfied, provided that the improvements completed have received approval from the City. The City shall approve or deny a request for reduction in the Letter of Credit within twenty-one (21) days after receipt of proof satisfactory to the City as provided above. Any denial of a request for a reduction shall include the City’s reasons or objections related to such denial. With respect to any of Master Redeveloper’s warranty obligations under this Agreement, Master Redeveloper may provide a maintenance and performance bond in favor of the City, in accordance with City ordinances, whereupon the Letter of Credit will be reduced by the amount of the maintenance and performance bond.

ARTICLE IX LICENSE

Section 9.1 License. The Master Redeveloper hereby grants the City, its agents, employees, officers and contractors a license to enter the TIF Project Area to perform all necessary work and/or inspections deemed appropriate by the City with respect to the Public Infrastructure Improvements or the Minimum Improvements, provided that the City shall take no action on the TIF Project Area to cure Master Redeveloper's default without first providing the notice and cure rights provided under this Agreement. This license shall not authorize City inspection of any portions of the TIF Project Area for which a certificate of occupancy has been granted by the City. If the Master Redeveloper fails to pay or perform its obligations under this Agreement with respect to the Public Infrastructure Improvements or the Minimum Improvements after notice and expiration of any cure period, then the City may enter the TIF Project Area and pay or perform such obligations and obtain payment for the expenses therefor from the proceeds of the Letter of Credit. Among other expenditures, the City may draw upon the Letter of Credit to satisfy the claims of contractors or suppliers which have not been paid or satisfied by the Master Redeveloper with respect to the Public Infrastructure Improvements or the Minimum Improvements.

ARTICLE X RESPONSIBILITY FOR COSTS

Section 10.1 Responsibility for Costs.

A. Except as otherwise specified herein or in the Redevelopment Agreement, the Master Redeveloper shall pay all costs incurred by it or the City in conjunction with the approval of the Project and ensuring compliance with the Final Plans, including but not limited to reasonable legal, planning, engineering and inspection fees and expenses incurred in connection with approval and acceptance of the development, the preparation of this Agreement and all reasonable costs, expenses, legal, engineering and planning fees incurred by the City in monitoring and inspecting the progress of the Project. Master Redeveloper shall be entitled to a monthly explanation of any costs billed hereunder, as well as any time sheets or other written data supporting bills issued under this section. Master Redeveloper shall not be charged for receipt of such information.

B. The Master Redeveloper shall hold the City and its officers, employees and agents harmless from claims made by Master Redeveloper and third parties for damages sustained or costs directly incurred resulting from development of the Project, construction and operation, except for such damages or costs resulting from the gross negligence, intentional misconduct or intentional violation of this Agreement or applicable laws and ordinances by the City. Except as limited by the preceding sentence, the Master Redeveloper shall indemnify the City and its officers and employees for all reasonable costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorney and other reasonable consulting fees. Master Redeveloper shall be entitled to a monthly explanation of any costs billed hereunder, as well as any time sheets or other written data supporting bills issued under this section. Master Redeveloper shall not be charged for receipt of such information.

C. The Master Redeveloper shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering, building official, planning and attorney's fees, and for the City's performance of the Master Redeveloper's obligations under this Agreement in the event that Master Redeveloper fails to commence or complete such obligations on a timely basis. Master Redeveloper shall be entitled to a monthly explanation of any costs billed hereunder, as well as any time sheets or other written data supporting bills issued under this section. Master Redeveloper shall not be charged for receipt of such information.

D. The Master Redeveloper shall pay in full all bills submitted to it by the City for obligations properly incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt all development work and construction until the bills are paid in full, and may draw on the Letter of Credit set forth in Section 8 to discharge such obligations. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

ARTICLE XI EVENTS OF DEFAULT

Section 11.1 Events of Default.

A. Events of Default Defined. The following shall be "Events of Default" under this Agreement:

(1) Failure by the Master Redeveloper to pay when due amounts required to be paid under any provision of this Agreement or the Redevelopment Agreement.

(2) Failure by the Master Redeveloper to observe and substantially perform any covenant, condition or obligation on its part to be observed or performed under this Agreement, the Redevelopment Agreement, other approvals granted by the City for the Project, or the PUD Ordinance.

B. Remedies of Default. Whenever any Event of Default occurs and the Master Redeveloper fails to cure such default within (i) thirty (30) days after notice of a monetary default by the City; or (ii) thirty (30) days after notice by the City of a non-monetary default or such longer period as may be reasonably necessary, provided Master Redeveloper has acted promptly and pursued such cure with diligence; or (iii) in the case of an emergency, such shorter period of time as may be reasonable under all of the circumstances, then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, take any one or more of the following actions:

(1) Perform or hire a third party to perform for the account of the Master Redeveloper any obligation of the Master Redeveloper hereunder. The Master Redeveloper shall promptly reimburse the City for any reasonable expense incurred by the City. Subject to the notice periods referenced above, this Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the TIF Project Area or to act in accordance with this Agreement. When the City does any work as

allowed herein, the City may, in addition to its other remedies, assess the cost in whole or in part against the TIF Project Area and the TIF Project Area shall be deemed to have benefited from the work in the reasonable amount expended by the City to perform such work.

(2) Withhold approval of any permit with respect to the TIF Project Area, including building permits for the TIF Project Area.

(3) Draw on the Letter of Credit deposited with the City to pay for the cure of the default.

(4) Require the Master Redeveloper to discontinue work on the TIF Project Area until such time as the Event of Default has been cured.

(5) Assess against the TIF Project Area any reasonable costs incurred by the City due to the breach of this Agreement by Master Redeveloper and not theretofore reimbursed by the Master Redeveloper and the TIF Project Area shall be deemed to have benefited in the amount and to the extent of such costs.

(6) Cancel, suspend and/or terminate any Conditional Use Permit or any other approval granted to the Master Redeveloper for the Project by the City.

(7) Exercise any of the remedies or take any other actions authorized by the PUD Ordinance.

Section 11.2 City Default. In the event that the City defaults in any of its obligations under this Agreement and such default shall remain uncured after the Master Redeveloper provides thirty (30) days prior written notice and opportunity to cure to the City, the Master Redeveloper shall be entitled to all remedies or other rights available to the Master Redeveloper at law or in equity.

ARTICLE XII CONFORMANCE WITH LAWS

Section 12.1 Conformance with Laws. The Master Redeveloper shall comply with the terms of this Agreement, the Redevelopment Agreement, and all local, state and federal laws and regulations applicable to the Project and TIF Project Area.

ARTICLE XIII ASSIGNMENT

Section 13.1 Assignment and Secondary Developers. The provisions of Sections 13.2 and 13.3 of the Redevelopment Agreement are hereby incorporated by reference.

ARTICLE XIV CERTIFICATE OF PUD COMPLETION

Section 14.1 Certificate of PUD Completion. After (i) the Master Redeveloper has completed all of the work required of it for a particular Block or Segment under this Agreement,

(ii) the City has inspected and approved all Public Infrastructure Improvements, Park Improvements and Public Access Improvements located in such Block or Segment, and (iii) all warranty periods provided for in this Agreement with respect to such improvements have expired, then, at the Master Redeveloper's request, the City will execute and deliver to the Master Redeveloper a certificate of PUD completion in recordable form evidencing performance by Master Redeveloper of its obligations hereunder with respect to such Block or Segment, subject to:

- (1) Any representation or warranties which may be in effect subsequent to the date of completion;
- (2) The obligations of the Master Redeveloper and any HOA to retain the Public Infrastructure Improvements and the Minimum Improvements in the form described by the Final Plans; and
- (3) Any other obligations which are specifically identified in such certificate as not having been performed.

Any obligations imposed by this Agreement not certified as having been satisfied in such certificate of completion, and all warranties and representations of the Master Redeveloper, shall remain the ongoing obligation of the Master Redeveloper and its successors and assigns. Any owner of the pertinent Block or Segment shall be subject to all the restrictions and obligations contained herein to the extent that such restrictions and obligations have not been satisfied by the certificate.

ARTICLE XV MISCELLANEOUS

Section 15.1 Cumulative Rights. Each right, power or remedy herein conferred upon either party is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to such party at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the party having such right, power and remedy and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

Section 15.2 No Violations. The Master Redeveloper represents to the City that to the best of Master Redeveloper's knowledge, the Project complies with all county, metropolitan, state and federal laws and regulations, and that Master Redeveloper has no knowledge of any violations by the Project or Master Redeveloper of City Subdivision Ordinances, City Zoning Ordinances, or any Environmental Law. If the City determines that the Project does not comply, the City may, at its option, refuse to allow construction of the Project until the Master Redeveloper does comply. Upon the City's demand, the Master Redeveloper shall cease work until there is compliance.

Section 15.3 Recourse. Only the Master Redeveloper, and any successor or assign who assumes the obligations of the Master Redeveloper hereunder according to the requirements

of this Agreement and in a form acceptable to the City, shall have recourse against the City under this Agreement.

Section 15.4 Validity. If any portion, section, sub-section, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

Section 15.5 Amendments or Waivers. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. No building permit or certificate of occupancy shall be issued which conflicts with the requirements of this Agreement, and any such permit or certificate which does so conflict shall be void. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

Section 15.6 Representatives. Except as otherwise provided herein, all approvals and other actions required of or taken by the City or City staff shall be effective only upon written action by the City Manager. All actions required of or taken by the Master Redeveloper shall be effective upon action by a duly authorized officer of its general partner.

Section 15.7 Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of Hennepin County. However, either party may, at its option, cause a Memorandum of Agreement to be so recorded or filed in the form attached hereto as Exhibit D, and hereby incorporated herein by reference. At the time of execution of this Agreement the parties hereto will also execute and acknowledge the Memorandum of Agreement. The parties hereto acknowledge that as of the date hereof, the Master Redeveloper is not the fee owner of the Minimum Improvements Area. At such time as the Master Redeveloper owns fee title to all or any portion of the Minimum Improvements Area, either party may, at its option, cause the Memorandum to be recorded against the Minimum Improvements Area and shall record such Memorandum of Agreement in the office of the County Recorder and/or Registrar of Titles in and for Hennepin County, Minnesota, as the case may be.

Section 15.8 Conflicts Between this Agreement and the Redevelopment Agreement. In the event of any inconsistency or conflict between the requirements of this Agreement and the Redevelopment Agreement, the provisions of this Agreement shall control. Except with respect for such inconsistent provisions, neither agreement is intended to amend or supersede the other agreement.

Section 15.9 Conflicts Between this Agreement and the Resolution. In the event of any inconsistency or conflict between the requirements of this Agreement and the Resolution, the provisions of this Agreement shall control.

ARTICLE XVI NOTICES

Section 16.1 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any

other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and in the case of the Master Redeveloper, is addressed to or delivered personally to the Master Redeveloper at:

Chief Financial Officer
Presbyterian Homes
2845 Hamline Avenue North
Roseville, MN 55113

with a copy to:

Office of Corporate Counsel
Presbyterian Homes
2845 Hamline Avenue, North
Roseville, MN 55113

In the case of the City, is addressed to or delivered personally to the City at:

City of Wayzata
Attention: City Manager
600 Rice Street
Wayzata, MN 55391-1799

with a copy to:

Jay R. Lindgren
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

and

Robert Meller
Best & Flanagan
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402-4690

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

Section 16.2 Vested Rights. Until September 30, 2014, or such later date for completion of the Project as may be provided for by Article VII of the Redevelopment Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of this Agreement, an approved Block Agreement and its corresponding Final Plat, as applicable, unless otherwise agreed to in writing by the City and the Master Redeveloper.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Master Redeveloper have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

**CITY OF WAYZATA,
MINNESOTA**

By: [Signature]
Its: Mayor

By: [Signature]
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 30 day of December, 2008, by Andrew Humphrey and Allan Orsen, the Mayor and City Manager respectively, of the City of Wayzata, Minnesota, on behalf of the City of Wayzata.

[Signature]
Notary Public



**WAYZATA BAY REDEVELOPMENT
COMPANY, LLC**

a Minnesota limited liability company

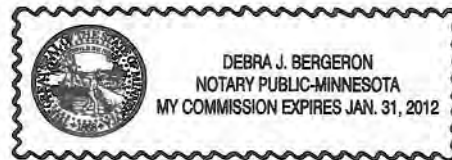
By Daniel A. Jn

Its president

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3 day of Dec., 2008, by
Dan Lindh the President of Wayzata Bay Redevelopment Company, LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Debra J. Bergeron
Notary Public



**CONSENT OF FEE OWNER TO
PUD DEVELOPMENT AGREEMENT**

The undersigned, holder of the fee title interest to Parcels 1, 2, 3 and 4 on the attached Exhibit B-1, hereby consents to the attached PUD Development Agreement dated October 21, 2008.

**SUPERIOR LAKE STREET
PROPERTIES, LLC,**
a Minnesota limited liability company

By Raymond O. Mithun, Jr.

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 21st day of November, 2008, by Raymond O. Mithun, Jr., the Chief Manager of Superior Lake Street Properties, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Ronald H. Groth
Notary Public



LIST OF EXHIBITS

EXHIBIT A	TIF Project Area Map
EXHIBIT B	Minimum Improvements Site Plan
EXHIBIT B-1	Legal Description of Minimum Improvements Area
EXHIBIT C	Public Infrastructure Improvements Site Plan
EXHIBIT D	Memorandum of PUD Development Agreement

EXHIBIT A
TIF PROJECT AREA MAP

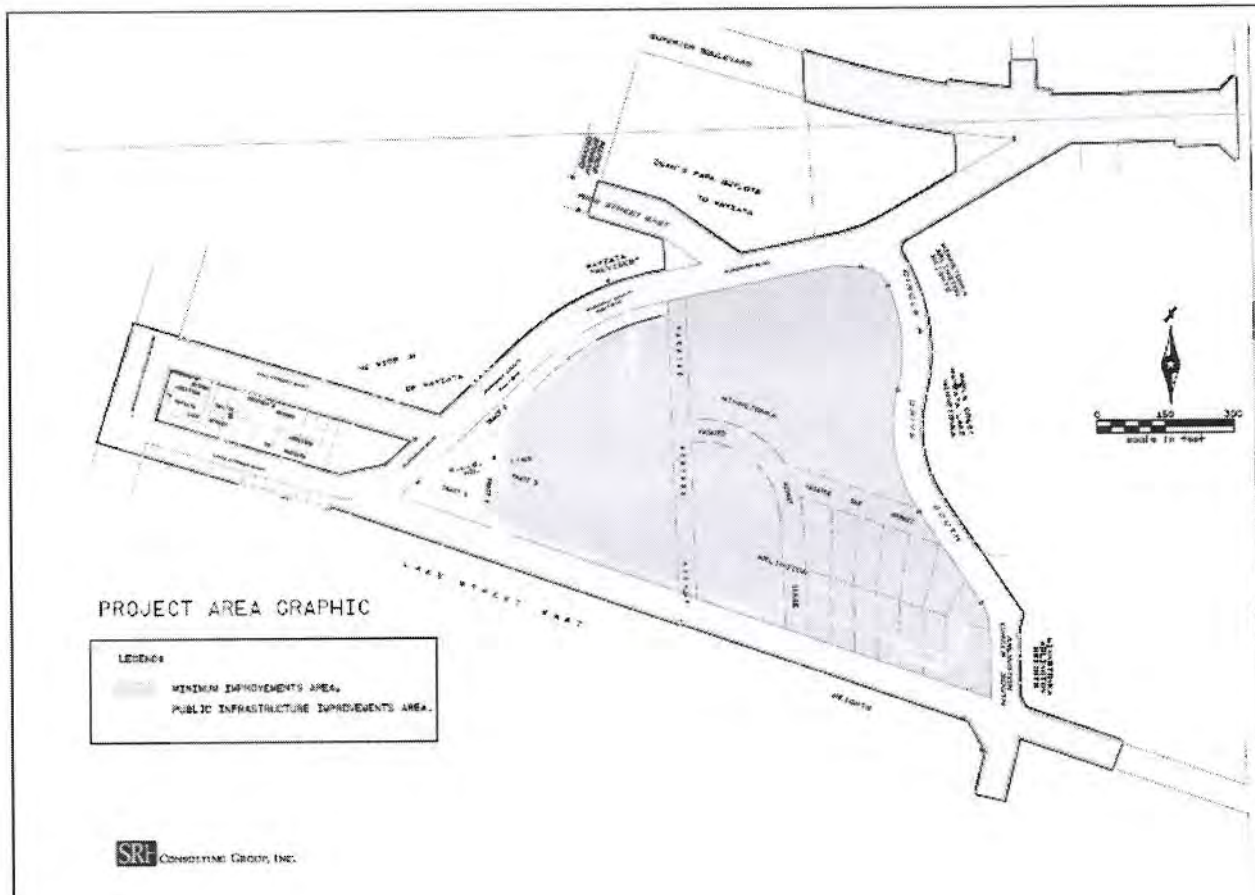


EXHIBIT B

MINIMUM IMPROVEMENTS SITE PLAN

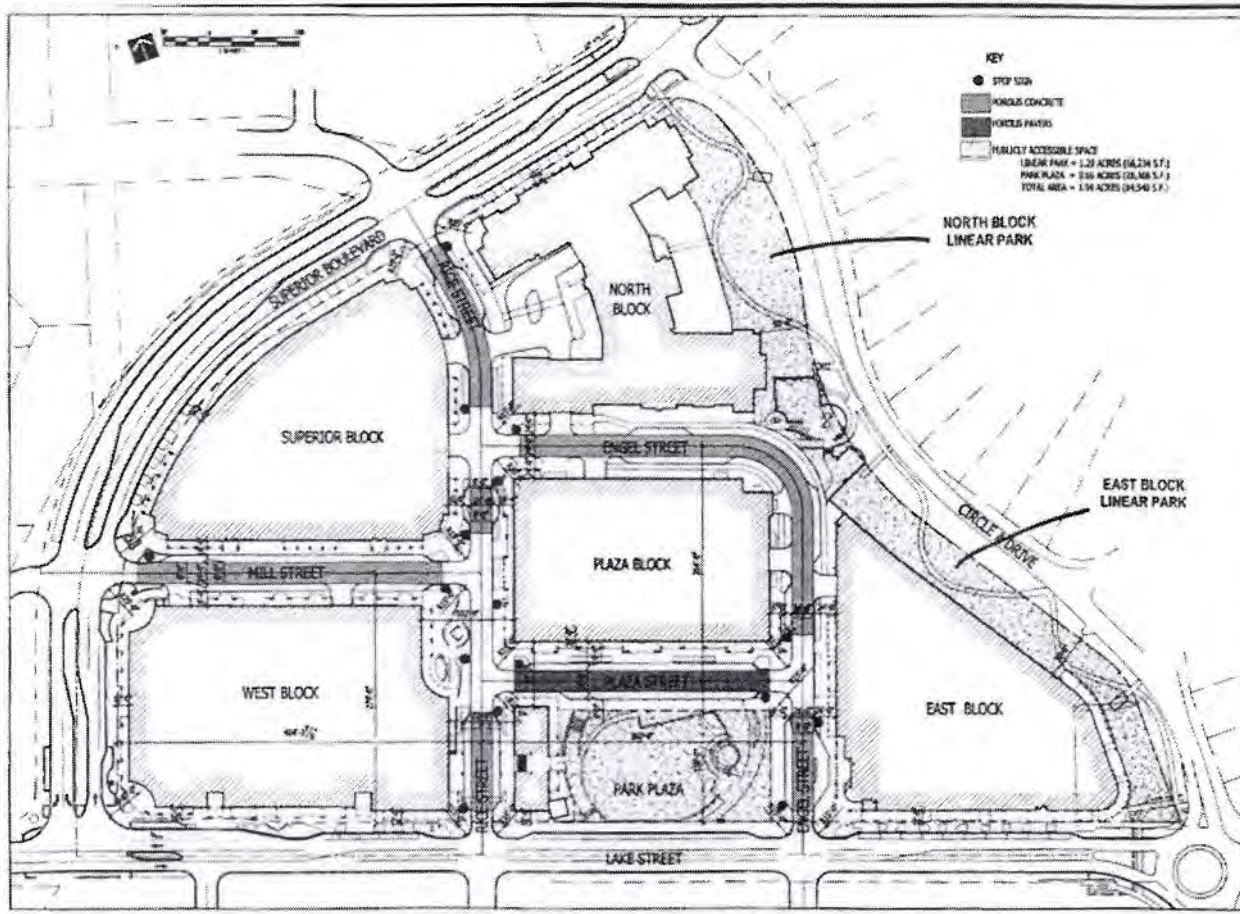


EXHIBIT B-1
LEGAL DESCRIPTION OF MINIMUM IMPROVEMENTS AREA

Par 1: Tracts D, G and H, Registered Land Survey No. 1168, Hennepin County, Minnesota, except that part of Tract D depicted as the “**New Superior Boulevard Parcel**” on Exhibit D of the Redevelopment Agreement dated October 21, 2008.

Par 2: That part of the tract of land in the plat of Wayzata lying Northwesternly of the Northwesternly line of Registered Land Survey No. 1168, Hennepin County, Minnesota and Southeasterly of the following described line: Commencing at the most Northerly corner of Tract H, said Registered Land Survey No. 1168, thence South 30 degrees 58 minutes West along the Northwesternly line of said Registered Land Survey No. 1168 a distance of 377.58 feet; thence South 59 degrees 02 minutes West along the Northwesternly line of said Registered Land Survey No. 1168 a distance of 157.99 feet to the actual point of beginning of the line being described; thence North 30 degrees 04 minutes 30 seconds East a distance of 177.54 feet; thence along a tangential curve to the right having a radius of 572.96 feet to its intersection with the Northwesternly line of said Registered Land Survey No. 1168 and there ending, except that part lying Northerly and Westerly of the Southeasterly line of Superior Boulevard as relocated, which relocation is contemplated in the Redevelopment Agreement dated October 21, 2008.

Par 3: Block 51; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 53, “Minnetonka Arlington Heights”;

That part of Midway Circle, now vacated, lying between extensions across it of the North and South lines of said Block 53 and that further part thereof lying South and West of the centerline of said street lying between the extension across it of said North line of said Block 53 and the West line of said plat;

That part of Western Avenue as shown upon said plat lying between the extensions across it of the centerline of said Midway circle and the Northeasterly line of Block 65 said Addition.

Par 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 50; All of vacated Oak Street lying between a line drawn parallel with and 60 feet Southwesterly from the Southwesterly line of Block 52 and a line drawn parallel with and 50 feet Northeasterly from the Northeasterly line of Block 51;

That part of Midway Circle lying Northeasterly of the center line of Midway Circle and between the Southerly extension across it of the West line of Block 50 and the Westerly extension across it of the Northerly line of Block 53;

That part of Western Avenue lying East of the West line of “Minnetonka Arlington Heights” and between the Westerly extensions across it of the Northerly line of Block 50 and the center line of vacated Midway Circle,

All in “Minnetonka Arlington Heights”.

Par 5: Lot 1, Block 53, “Minnetonka Arlington Heights.”

Par 6: That part of Tract F, Registered Land Survey No. 1168, Hennepin County, Minnesota, depicted as the “DNR Project Area Parcel” on Exhibit D, attached to the Redevelopment Agreement dated October 21, 2008.

EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS SITE PLAN



EXHIBIT D

MEMORANDUM OF PUD DEVELOPMENT AGREEMENT

MEMORANDUM OF PUD DEVELOPMENT AGREEMENT

MEMORANDUM OF PUD DEVELOPMENT AGREEMENT, entered into as of October 21, 2008, by and between the **CITY OF WAYZATA, MINNESOTA**, a Minnesota home rule charter city (the “City”), and **WAYZATA BAY REDEVELOPMENT COMPANY, LLC**, a Minnesota limited liability company (the “**Master Redeveloper**”).

WHEREAS, City and Master Redeveloper have entered into a PUD Development Agreement dated October 21, 2008 (the “Agreement”), for the redevelopment of certain real property described in the Agreement, located in Hennepin County, Minnesota, and legally described on the attached **Exhibit A** (the “Property”).

WHEREAS, City and Master Redeveloper wish to memorialize the Agreement by the execution and recording of this Memorandum of PUD Development Agreement;

NOW, THEREFORE, City and Master Redeveloper hereby execute this Memorandum of PUD Development Agreement, and incorporate the terms and conditions of the Agreement herein by reference with the same force and effect as if fully set forth herein.

IN WITNESS WHEREOF, City and Master Redeveloper have executed this Memorandum of PUD Development Agreement as of the date first above written.

City:

City of Wayzata, Minnesota

By: _____

Its: Mayor

By: _____

Its: City Manager

Master Redeveloper:

**Wayzata Bay Redevelopment Company,
LLC,**
a Minnesota limited liability company

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

} ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Andrew Humphrey and Allan Orsen, the Mayor and City Manager respectively, of the City of Wayzata, Minnesota, on behalf of the City of Wayzata.

(Notarial Stamp or Seal)

Notary Public

STATE OF _____

COUNTY OF _____

} ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of Wayzata Bay Redevelopment Company, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

(Notarial Stamp or Seal)

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Par 1: Tracts D, G and H, Registered Land Survey No. 1168, Hennepin County, Minnesota, except that part of Tract D depicted as the “**New Superior Boulevard Parcel**” on Exhibit D of the Redevelopment Agreement dated October 21, 2008.

Par 2: That part of the tract of land in the plat of Wayzata lying Northwesternly of the Northwesternly line of Registered Land Survey No. 1168, Hennepin County, Minnesota and Southeasterly of the following described line: Commencing at the most Northerly corner of Tract H, said Registered Land Survey No. 1168, thence South 30 degrees 58 minutes West along the Northwesternly line of said Registered Land Survey No. 1168 a distance of 377.58 feet; thence South 59 degrees 02 minutes West along the Northwesternly line of said Registered Land Survey No. 1168 a distance of 157.99 feet to the actual point of beginning of the line being described; thence North 30 degrees 04 minutes 30 seconds East a distance of 177.54 feet; thence along a tangential curve to the right having a radius of 572.96 feet to its intersection with the Northwesternly line of said Registered Land Survey No. 1168 and there ending, except that part lying Northerly and Westerly of the Southeasterly line of Superior Boulevard as relocated, which relocation is contemplated in the Redevelopment Agreement dated October 21, 2008.

Par 3: Block 51; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 53, “Minnetonka Arlington Heights”;

That part of Midway Circle, now vacated, lying between extensions across it of the North and South lines of said Block 53 and that further part thereof lying South and West of the centerline of said street lying between the extension across it of said North line of said Block 53 and the West line of said plat;

That part of Western Avenue as shown upon said plat lying between the extensions across it of the centerline of said Midway circle and the Northeasterly line of Block 65 said Addition.

Par 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 50; All of vacated Oak Street lying between a line drawn parallel with and 60 feet Southwesterly from the Southwesterly line of Block 52 and a line drawn parallel with and 50 feet Northeasterly from the Northeasterly line of Block 51;

That part of Midway Circle lying Northeasterly of the center line of Midway Circle and between the Southerly extension across it of the West line of Block 50 and the Westerly extension across it of the Northerly line of Block 53;

That part of Western Avenue lying East of the West line of “Minnetonka Arlington Heights” and between the Westerly extensions across it of the Northerly line of Block 50 and the center line of vacated Midway Circle,

All in “Minnetonka Arlington Heights”.

Par 5: Lot 1, Block 53, “Minnetonka Arlington Heights.”

Par 6: That part of Tract F, Registered Land Survey No. 1168, Hennepin County, Minnesota, depicted as the “DNR Project Area Parcel” on Exhibit D, attached to the Redevelopment Agreement dated October 21, 2008.

b. Public Hearing on Special Assessment Roll for Unpaid Property Maintenance Charges and Unpaid Delinquent Utility Bill Changes followed by Consideration of Resolution No. 44-2011 to Approve Assessment Roll

Mr. Orsen recommended the certification of 30 unpaid accounts totaling \$33,341.24.

Mr. Willcox opened the public hearing at 7:31 p.m. There being no comment, Mr. Willcox closed the public hearing at 7:32 p.m.

Mr. Tanner made a motion, seconded by Mr. Amdal, to Adopt No. Resolution 44-2011, certifying to the county auditor assessments for unpaid delinquent property maintenance charges and unpaid delinquent utility bill charges. The motion carried 5/0.

AGENDA ITEM 6. New Business.

a. Review the Locust Hills Amendment to the PUD General Plan to Permit the Use of the Floor Area above the Garage as Livable Space followed by Consideration of Resolution No. 42-2011

Mr. Orsen presented the PUD General Plan request of Locust Hills to permit the use of the floor area above the garage as livable space, noting the Planning Commission recommended approval subject to the conditions contained in the draft resolution.

Peter Pflaum and Paul Robinson, Locust Hills, presented the history of this project and requested PUD amendment. It was noted this amendment makes no change to the design or massing of the building and lives within the original intent.

Mr. Amdal noted the amendment could result in garages larger than 1,000 sq. ft. Mr. Pflaum indicated that is not their intent.

Mr. Mullin made a motion, seconded by Ms. Bader, to Adopt Resolution 42-2011, Approving with conditions, General Plan PUD Amendment at the Locust Hills Subdivision, as revised to insert language to assure the garage space does not exceed 1,000 sq. ft. The motion carried 5/0.

b. Review the Final Plan of the Superior Block Modification for a Grocery Store and Other Next Steps and Schedule for the Presbyterian Homes Redevelopment Project

John Mehrkens, Presbyterian Homes, presented a request for adjustments to the Superior Block to accommodate the needs of a grocer for a larger box space than originally planned, fully enclosed loading dock, shifting parking from the east side to the south side, and two new driveways along Superior Boulevard. Mr. Mehrkens also presented interim conditions during construction to address concerns with how the site will look after the first two blocks are constructed, as negotiated with the City's legal team. The existing warehouse building will be used as the construction office and may be painted if used as a sales office.

Mr. Mehrkens answered the Council's questions relating to deliveries. He indicated a written delivery protocol will assure there are no problems with traffic backup and Superior Boulevard will be crossed by vehicles yet remain a pedestrian-friendly promenade with 16-foot sidewalks.

Mr. Mehrkens then presented the West Block use change to include 75% senior housing and 25% all-age rental housing. The all-age units would be physically separated from senior units and located on the west side of the block, facing downtown. The plan includes a potential skyway between the West Block and Superior Block. Mr. Mehrkens asked the Council to provide its negotiating team with feedback on whether the use change could be included in the second amendment to the Redevelopment Agreement.

Mr. Mehrkens explained they have found means to start both senior housing blocks and add a retail element in the Superior Block. They are now seeking a financing commitment on a third block. He said he anticipates starting construction on the first two blocks this fall. He acknowledged the West Block has to go through final design review so, at best, it would not be started until next fall. Mr. Mehrkens explained they have not found a developer prepared to go through the expensive process of

1 preleasing and financing a condo project, and it is unlikely the housing market will turn around soon. He
 2 noted they have a proven development element in senior housing that has already preleased 100 percent.
 3 If they can finance all as a package, they could deliver three blocks.

4 The Council noted the project involves substantial project and public infrastructure tied to TIF
 5 and intersections. Mr. Mehrkens reviewed estimated infrastructure costs, noting improvements are both
 6 functional and for marketability.

7 The Council discussed the West Block use change. Mr. Willcox expressed concern about having
 8 a concentration of senior housing in one area but noted if senior is not approved, the West Block and
 9 plaza will be postponed as well as the critical mass retail that will benefit the entire town. Mr. Mehrkens
 10 advised of market condo and senior unit rental rates and explained why senior owner-occupied units were
 11 not feasible. He noted the development of West Block retail will likely increase property value across the
 12 street; however, the retail space across the street would need its own parking. In addition, senior housing
 13 has a wonderful shadow migration effect when drawing Wayzata seniors (to the project) they will vacate
 14 smaller homes that will attract families and allow housing to return to traditional family format.

15 Mr. Mehrkens explained if the inclusion of the West Block use change in the second amendment
 16 is not supported, it would result in a third amendment shortly thereafter. He also asked for Council input
 17 on the three elements in the General Plan: campanile, children's playground, and legacy area.

18 Messrs. Tanner and Amdal and Ms. Bader stated why they did not support the campanile and
 19 legacy area but did support the children's playground if thoughtfully designed. It was suggested by Mr.
 20 Amdal that the children's playground be created as an indoor space so it can be used all year. Mr. Mullin
 21 supported all elements, referenced the 2010 census data showing an aging demographic already exists in
 22 Wayzata, and expressed his frustration that the Council was not open to considering amenities that would
 23 attract the younger demographic it wants in Wayzata. Mr. Willcox stated he favors all three amenities if
 24 the campanile is scaled back and provides function because it would create an architectural signature. He
 25 suggested the legacy area provide a family gathering area and noted the children's playground was
 26 supported by the neighborhood as long as it did not intrude on nearby homes in terms of noise or a
 27 reduction of buffer.

28 Mr. Mehrkens stated the items coming before the Council in the next few weeks will be: second
 29 amendment to the development contract; amendment to the PUD; TIF recertification; minor roadway
 30 vacations and dedications in the City's favor; land plat that subdivides the property into five development
 31 parcels and outlots; registered land survey (vertical plat of the development parcels); and, conduit bond
 32 approvals for project financing of the first two blocks. He stated he has been working with staff on the
 33 schedule of consideration and if approved, they will start the project before the end of the year.

34 The Council discussed whether to include the West Block use change as part of the second
 35 amendment approval. Ms. Bader and Mr. Amdal indicated they did not support including the use change
 36 of the West Block in the second amendment due to concerns that it may be the "tipping" point for
 37 additional senior housing if allowed in the West Block. Messrs. Tanner and Mullin spoke in support of
 38 including the West Block use change in the second amendment, redesigned as described by Mr. Mehrkens
 39 to provide separation of senior and all-age housing. Mr. Mullin indicated he is not committing to a split
 40 of 25%/75%.

41 Mr. Orsen stated it is staff's opinion that the second amendment to redesignate the West Block as
 42 mixed senior and all-age housing rises to the need of General Plan approval and a public hearing before
 43 the Planning Commission. This process will take a minimum of 90 days. However, that decision is at the
 44 Council's discretion. Mr. Mehrkens clarified this does not include the West Block design element, which
 45 will take the natural course over the next ten months. They are, however, requesting the senior use to be
 46 acceptable under the PUD so it can be included in their financing and they will not have to find a condo
 47 developer.

48 John Adams, 544 Rice Street E., said he believed that including senior housing in the West Block
 49 would turn Wayzata into a retirement community and questioned the location of the loading dock.

50 Meredith Howell of 374 Ferndale Road W, George Stickney of 340 Peavey Road, and Brian
 51 Benson of 640 Park Street E., Coldwell Banker Realtors, assured the Council they could sell \$400,000-

1 \$700,000 condos because there is currently no inventory in that price range. They supported holding a
2 public hearing to gain residents' input.

3 Mr. Willcox stated his position that the use change to the West Block is significant enough that it
4 should be dealt with separately and not included in the second amendment. Discussion ensued relating to
5 process for consideration of the second and potentially third amendments.

6 Mr. Mehrkens stated he hears resistance to including the use change and rather than throwing a
7 "wrench" into the first two blocks, he would prefer the Council just consider the second amendment and
8 allow the first two blocks to move forward. Then they will come back and address the third block at a
9 later date. Mr. Mehrkens asked the Council to revisit the original plan and consider that all other issues
10 discussed tonight are "off the table."

11 The Council acknowledged this means 90% of the public infrastructure would be postponed
12 without the inclusion of the West block and the project would go back to two blocks without the
13 additional public and project infrastructure. Mr. Mehrkens stated the need remains to tackle the potential
14 use change because it will be part of the financing package for the first two blocks. He noted the Council
15 will deal with the final design review in 8-10 months but the use change has to be dealt with in the next
16 30-90 days.

17 Mr. Mullin stated his objection to the process of separating the West Block from the second
18 amendment due to the inefficiencies involved with lawyers and consultants and resulting additional fees.
19 Mr. Mullin recommended that the West Block be considered as part of the second amendment and that it
20 be brought through the Planning Commission, the HRA and appropriate public hearings for consideration
21 and let the senior housing option be vetted and approved, or not, based upon that process. He also
22 requested that the Council clearly state whether it would support senior housing in the third block in any
23 form so that staff, the Council, the HRA, and the Planning Commission time and resources would not be
24 spent on this matter if there was no support for senior housing in the West Block.

25 Ms. Bader stated the Council needs to first to receive intelligent public input and give people the
26 opportunity to weigh in on this significant plan change to allow senior housing on the corner.

27 Mr. Orsen stated it appears the direction of the Council is to advertise for public hearing before
28 the Planning Commission on the proposed West Block use change and to either put the second
29 amendment on track for approval with a third amendment coming, or to put the second amendment on
30 hold until the outcome of the West Block is known.

31 Messrs. Mullin, Amdal, Tanner, and Willcox indicated support for the revision to Superior Block
32 to accommodate a grocery and interior loading dock based on the assurance that deliveries and traffic
33 would be controlled. Ms. Bader indicated she does not support the revisions and was disappointed with
34 an industrial aspect on what was to be a pedestrian promenade.

35 Mr. Mullin made a motion, seconded by Mr. Tanner, to approve the Final Plan of the Superior
36 Block for a grocery store as presented. The motion carried 4/1 (Bader).

37 38 **c. Consider and Approve Municipal Licenses.**

39 Ms. Bader made a motion, seconded by Mr. Tanner, to approve the Municipal Licenses as listed in the
40 Council packet. The motion carried 5/0.

41 42 **d. Consider and Approve Municipal Licenses.**

43 Municipal licenses, administratively approved, were presented to the Council.

44 45 **e. Consider Check Register.**

46 Mr. Orsen answered the Council's questions related to the check register. The Council directed staff to
47 hold the Source Group fees until the Muni is completed.

48 49 **AGENDA ITEM 7. City Manager's Report and Discussion Items.**

50 Mr. Orsen provided an update on resolution of sound issues at the Muni and advised the architect has
51 admitted error.

SECOND AMENDMENT

To

REDEVELOPMENT AGREEMENT

By and Among

THE CITY OF WAYZATA, MINNESOTA;

THE HOUSING AND REDEVELOPMENT AUTHORITY

OF THE CITY OF WAYZATA, MINNESOTA;

and

WAYZATA BAY REDEVELOPMENT COMPANY, LLC.

**Dated as of
December 7, 2011**

THIS DOCUMENT WAS DRAFTED BY:

LARKIN HOFFMAN DALY & LINDGREN Ltd.

1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Bloomington, Minnesota 55431
(RNB)

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (the “Second Amendment”) is made and entered into this 7th day of December, 2011, among the **CITY OF WAYZATA, MINNESOTA**, a Minnesota home rule charter city (the “City”), the **HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF WAYZATA, MINNESOTA**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”) and **WAYZATA BAY REDEVELOPMENT COMPANY, LLC**, a Minnesota limited liability company (the “Master Redeveloper”).

RECITALS

WHEREAS, the City, the Authority, and the Master Redeveloper have previously entered into a Redevelopment Agreement dated as of October 21, 2008 (the “Original Redevelopment Agreement”) as amended by the certain First Amendment to Redevelopment Agreement dated as of December 15, 2009 (the “First Amendment”; the First Amendment and the Original Redevelopment Agreement are collectively referred to herein as, the “Redevelopment Agreement”) and the capitalized terms used in this Second Amendment, and not defined herein, shall have the meaning given them in the Redevelopment Agreement;

WHEREAS, the Master Redeveloper has informed the City and the Authority that current economic conditions have caused delays in the Master Redeveloper’s commencement of construction and increased costs, and the Authority and the City have reviewed Master Redeveloper’s financial documents related to such increased costs;

WHEREAS, due to unavoidable market conditions the parties have agreed to extend the dates in the Minimum Improvements Timeline and certain other related dates by twelve months;

WHEREAS, the Master Redeveloper has satisfied all of its obligations with regard to the acquisition of the Gas Station Parcel pursuant to the Contract for Deed, the assignment of the Contract for Deed to the City and the payoff of the outstanding balance of the Contract for Deed to the City, all as required by the terms of the First Amendment;

WHEREAS, the Initial Superior Boulevard Improvements have been constructed by the City and financed through the levying of special assessments against the Minimum Improvements Area per the terms of the First Amendment;

WHEREAS, the City has completed the purchase of the DNR Parcel pursuant to the terms of the First Amendment;

WHEREAS, the Master Redeveloper requests that certain terms of TIF Assistance be amended in consideration for the foregoing agreements; and

WHEREAS, the parties wish to amend certain other terms of the Redevelopment Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Demolition Timing. Section 3.6 of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following new Section 3.6:

Section 3.6 Demolition Timing. The parties acknowledge that 2010 Minnesota Laws, Chapter 389, Article 7, Section 23 (the “Special Law”), as adopted by the Minnesota legislature, adjusts the timing of the demolition of existing buildings located within the TIF District, by allowing parcels to be deemed occupied by substandard buildings within the meaning of the TIF Act after demolition if certain terms and conditions are met. Upon issuance of a Go-Ahead Letter for any of the following five Blocks, the Master Redeveloper may demolish all portions of the existing shopping center in the Minimum Improvements Area: East Block, West Block, North Block, Superior Block, or Plaza Block.

2. DNR Parcel. Section 4.5 of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following new section:

Section 4.5 DNR Parcel. The City has purchased the DNR Parcel and will execute and deliver the DNR Easement or a reasonably equivalent license agreement to the Master Redeveloper at the Land Transfer Closing, subject to DNR approval of the DNR Easement. City staff will cooperate with the Master Redeveloper in a manner consistent with General Plan Approval to address any land use issues related to Master Redeveloper’s use of the DNR Parcel for the Project.

3. FOFR Agreement. The City and the Authority have constructed certain surface parking improvements on the FOFR Parcel. The City and the Authority acknowledge and agree that such construction did trigger the commencement of the 5 year expiration period, starting April 29, 2011, for purposes of Section 4.12(d)(iv) of the First Amendment. If the City has not conveyed the FOFR Parcel to the Master Developer or another party by April 29, 2016, the City agrees that until April 29, 2021, the City will provide Master Developer with written notice of City Council official action expressing either (a) an intent to sell the FOFR Parcel, or (b) consideration of an offer to sell the FOFR Parcel.

4. Minimum Improvements. Sections 5.1 and 5.2 of the Redevelopment Agreement are hereby deleted in their entirety and replaced with the following new sections:

Section 5.1 Minimum Improvements. The project includes Minimum Improvements required to be constructed by the Master Redeveloper in both Phase I and Phase II, as depicted in the Minimum Improvements Site Plan. The Master Redeveloper agrees to construct the following Minimum Improvements:

(a) Phase I Minimum Improvements. Consistent with the General Plan Approval (as revised November 15, 2011), the anticipated Minimum Improvements for Phase I of the Project include construction of the Superior Block, North Block, West Block, the North

Block Linear Park and portions of the East Block Linear Park improvements, defined as follows:

- (i) “*Superior Block*” includes approximately (i) 35,000 gross square feet (“GSF”) of retail space; (ii) 87 independent living senior housing units; and (iii) 270 parking spaces.
- (ii) “*North Block*” includes approximately (i) 167 senior housing units, including memory care, skilled care, assisted living and independent living units; and (ii) the Senior Community Town Center.
- (iii) “*North Block Linear Park*” is shown on the Minimum Improvements Site Plan.
- (iv) “*West Block*” includes approximately (i) 51,000 GSF of retail; (ii) 100 residential units; and (iii) 380 parking spaces. The residential units will be no more than 75 percent age-restricted senior housing and the balance of not less than 25 percent conventional rental or for sale housing, to be distributed based on the City’s final design review of the West Block and shall satisfy the conditions stipulated in City Council Resolution No. 47-2011.
- (v) “*East Block Linear Park*” includes parkland as shown on the Minimum Improvements Site Plan. The portion of the East Block Linear Park shown on Attachment F will be constructed as part of the Minimum Improvements for Phase I and the remainder of the East Block Linear Park Improvements will be constructed as part of the Minimum Improvements for Phase II.

(b) Phase II Minimum Improvements. Consistent with the General Plan Approval (as revised November 15, 2011), the anticipated Minimum Improvements Blocks for Phase II of the Project include construction of the Plaza Block and Park Plaza, defined as follows, and the portion of the East Block Linear Park not constructed in Phase I:

- (i) “*East Block*” includes approximately (i) 35,000 GSF of retail space; (ii) 100 hotel rooms; (iii) 27,500 GSF of office space; and (iv) 360 parking spaces.
- (ii) “*Plaza Block*” includes approximately (i) 26,000 GSF of retail space; (ii) 63 conventional for-sale residential units; and (iii) 230 parking spaces.
- (iii) “*Park Plaza*” includes a plaza and park as shown on the Minimum Improvements Site Plan.

(c) Market Value of Minimum Improvements. It is anticipated that upon completion, the Minimum Improvements will have a Market Value of approximately \$201 Million, with approximate Market Values for the components as follows:

- Conventional residential units, \$49 Million
- Senior housing units, \$89 Million
- Retail, \$41 Million
- Hotel, \$14 Million
- Office, \$8 Million

The minimum values described above are intended to represent current expectations, and the parties do not anticipate entering into assessment agreements within the meaning of the TIF Act, unless requested by the Master Redeveloper.

(d) Minimum Improvements Timeline. The Master Redeveloper must achieve Commencement and Completion for each Block of the Minimum Improvements in accordance with the Minimum Improvements Timeline set forth below in Section 7.1.

(e) Liquor Store. The City acknowledges the Master Redeveloper has met its obligations regarding the municipal liquor store.

The Master Redeveloper hereby covenants and agrees, on behalf of itself and its successors and assigns, that age-restricted senior housing within the Minimum Improvements will be contained only within the North Block, the Superior Block and the West Block in a manner consistent with the General Plan Approval (as revised November 15, 2011).

Section 5.2 Submission and Approval of Evidence of Financing.

Concurrent with submission to the City of building permit applications for each Block, the Master Redeveloper shall provide evidence of a Financing Commitment for the Block and Public Access Improvements for which permits are sought and provide a Go-Ahead Letter for that Block and Public Access Improvements. The City's financial advisor shall review the Financing Commitment to determine that the security does not impose an unreasonable risk to the City or the Authority, and that the Financing Commitment is adequate to achieve Completion of the proposed Block and Public Access Improvements. The City attorney shall review the Financing Commitment to determine that the Financing Commitment will not impair the rights of the City or the Authority under this Agreement or the PUD Agreement. The City must complete its review of the Financing Commitment and render a decision regarding its adequacy to the Master Redeveloper within 21 days of receipt of the Financing Commitment, and if the City fails to render a decision to the Master Redeveloper within this time frame, the Finance Commitment will be deemed approved.

Alternatively, if the Master Redeveloper intends to proceed solely with equity sources of funds, the Master Redeveloper shall provide evidence satisfactory to the City and the Authority of the sufficiency of such equity. The City and the Authority will not unreasonably withhold approval of the relevant Financing Commitment.

5. Maximum Redeveloper Amount. As a result of the construction of the Initial Superior Boulevard Improvements and the Sanitary Sewer improvements at a cost of \$2,514,000

as discussed in Section 7 of this Amendment below, the remaining Maximum Redeveloper Amount has been reduced to \$3,691,746, as shown on Attachment A hereto. Therefore, Section 6.2 of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following new Section 6.2:

Section 6.2 Financing the Public Infrastructure Improvements. The Master Redeveloper has agreed with the City on a method to finance the Public Infrastructure Improvements as further described in this Section 6.2 and in the balance of this Article. The Master Redeveloper is responsible for Public Infrastructure Improvements costs up to \$9,839,500, however the transfer of and payment for the Gas Station Parcel by the Master Redeveloper pursuant to Section 4.11, payment of the City's wetland mitigation fees pursuant to Section 4.6 and payment of the City's Initial Superior Boulevard Improvements through the Initial Special Assessments pursuant to Section 6.14, offset a portion of these costs and, therefore, the Master Redeveloper's maximum remaining obligation is \$3,691,746 (the "Maximum Redeveloper Amount"), subject to the terms and conditions of this Section.

(a) If the actual costs of the Initial Superior Boulevard Improvements are less than the amounts estimated by the City as of the date of this Agreement ("Initial Superior Boulevard Improvements Savings"), the Maximum Redeveloper Amount shall not be reduced accordingly (that is, such Initial Superior Boulevard Improvements Savings may be applied to any cost of any other Segment in calculating the Maximum Redeveloper Amount), provided, however, if the actual costs of the Improvements as a whole are less than the Maximum Redeveloper Amount, such savings shall reduce the Maximum Redeveloper Amount.

(b) The Master Redeveloper, and not the City or Authority, shall be responsible to pay for any Public Infrastructure Improvement costs that are directly attributable to the negligence of the Master Redeveloper or its agents or contractors, or to default by Master Redeveloper of its obligations related to the Public Infrastructure Improvements under this Agreement.

(c) To manage Public Infrastructure Improvement costs, the Master Redeveloper may choose to construct the Public Infrastructure Improvements, pursuant to Section 6.3, or agree to be subject to Special Assessments, pursuant to Section 6.4, all subject to the further terms of Section 6.5.

6. Initial Superior Boulevard Improvements Assessment Agreement. Section 6.14(e) of the Redevelopment Agreement (as amended by the First Amendment) is hereby deleted in its entirety and replaced with the following new section 6.14(e):

(e) Allocation of Special Assessments at Final Plat. The Master Redeveloper will pay the installments of Initial Special Assessments certified for payment with annual real estate taxes when and as they become due in the amounts and on the dates shown in Attachment D to this Second Amendment and in accordance with the Agreement for Special Assessment Petition,

Consent and Waiver, as amended by the First Amendment to Agreement for Special Assessment Petition, Consent and Waiver substantially shown in Attachment G, which shall be executed by the Master Redeveloper.

7. Minimum Improvements Completion Timeline. Section 7.1 of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following new Section 7.1:

Section 7.1 Commencement and Completion of Minimum Improvements. Time frames for Commencement and Completion of the Minimum Improvements shall be on the following schedule, subject to Unavoidable Delay or amendment under Section 7.3. Failure to satisfy Commencement or Completion obligations of each Block of the Minimum Improvements by the Default Dates shall be an Event of Default under this Agreement. Subject to City land use approvals and coordination with the City regarding the scheduling of the construction of Public Infrastructure Improvements, the Master Redeveloper may construct the Blocks or Segments earlier than the dates in the Minimum Improvements Timeline. Following Commencement, construction of any given Block must continue in a sequence consistent with normal construction practices.

Minimum Improvements Timeline		
Block	Commencement	Completion
Phase I		
North Block	June 30, 2012	December 31, 2014
Superior Block	June 30, 2012	December 31, 2014
North Linear Park and initial portion of East Linear Park shown on Attachment F	June 30, 2012	December 31, 2014
West Block	March 31, 2014	September 30, 2015
Phase II		
Plaza Block	March 31, 2015	September 30, 2016
Park Plaza	March 31, 2015	September 30, 2016
East Block	March 31, 2015	September 30, 2016
East Linear Park (remaining portion)	March 31, 2015	September 30, 2016

Before December 31, 2014, the Master Redeveloper will provide interim landscape, stormwater and sidewalk improvements as shown on Attachment E to this Second Amendment (“Interim Conditions”) and no final certificate of occupancy for the Minimum Improvements on the West Block shall be issued until such time as the Interim Conditions have been completed. These Interim Conditions will remain in place until Completion of the final Block of the Minimum

Improvements. Until such Completion, the Master Redeveloper will provide such easements as reasonably requested by the City to ensure public use and availability to the Interim Conditions.

8. Public Infrastructure Completion Timeline. Section 7.2 of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following new Section 7.2:

Section 7.2 Commencement and Completion of Public Infrastructure Improvements.
Time frames for Commencement and Completion of the Public Infrastructure Improvements shall be on the following schedule, subject to Unavoidable Delay or amendment of the Minimum Improvements Timeline in Section 7.1. Failure to satisfy Commencement or Completion obligations of each Segment of the Public Infrastructure Improvements by the Default Dates shall be an Event of Default under this Agreement. Subject to City land use approvals and coordination with the City regarding the extent of any design, inspection and construction obligations, the Master Redeveloper may construct the Blocks or Segments earlier than the dates in the Public Infrastructure Improvements Timeline. Following Commencement, construction of any given Segment must continue in a sequence consistent with normal construction practices. Regardless of whether the City or the Master Redeveloper constructs the Remaining Public Infrastructure Improvements, each Segment of the Remaining Public Infrastructure Improvements must be commenced and completed in accordance with this Section 7.2.

The parties acknowledge and agree that the Initial Superior Boulevard Improvements, a portion of the Lake Street Improvements and a significant portion of the Sanitary Sewer Improvements (except those shown as “Remaining Sanitary” on Attachment A to this Second Amendment) have been constructed by the City and financed through the levy of special assessments against the Minimum Improvements Area in accordance with Section 6.14 of the Redevelopment Agreement (as amended by the First Amendment). The remaining components of the Lake Street Improvements (“Segment A”) and the Remaining Superior Boulevard Improvements (“Segment B”) are described in Attachment A to this Amendment attached hereto.

Public Infrastructure Improvements	
	Segment
Lake Street Improvements	Segment A
Remaining Superior Boulevard Improvements	Segment B

Construction of Segment A will be completed no later than the earlier to occur of either Completion of the final Block to be constructed adjacent to Lake Street or September 30, 2016. The City may elect to proceed with Segment A, as determined by the City in coordination with the Metropolitan Council’s related Lake Street project, at any earlier time and the Master Redeveloper agrees that Segment A will be financed or paid for through special assessments as a

portion of the Remaining Public Infrastructure Improvements subject to the Maximum Redeveloper Amount described in Section 5 of this Second Amendment.

Construction of Segment B will be commenced by the earlier to occur of either Completion of the final Block of the Minimum Improvements to be completed or September 30, 2016. The City may elect to proceed with Segment B, in its sole discretion, at any earlier time, but the Master Redeveloper's obligation to finance or pay for Segment B as a portion of the Remaining Public Infrastructure Improvements occurs upon the earlier to occur of either Completion of the final Block of the Minimum Improvements to be completed or September 30, 2016.

9. Timing and Sequence of Blocks. Section 7.3 of the First Amendment is hereby deleted in its entirety and replaced with the following new Section 7.3:

Section 7.3 Timing and Sequence of Blocks and Segments. The Master Redeveloper agrees to construct each Block of the Minimum Improvements in accordance with the Minimum Improvements Timeline, however the City and the Authority agree that if the Master Redeveloper determines that the Default Dates in the Minimum Improvements Timeline become infeasible or otherwise problematic to ensure Completion of all the Minimum Improvements by September 30, 2016, the Master Redeveloper must seek written approval to amend the Minimum Improvements Timeline from the City and the Authority, which approval will not be unreasonably withheld. If the Minimum Improvements Timeline is altered, the Public Infrastructure Improvements Timeline is altered accordingly.

The Master Redeveloper may alter the sequence in which the Blocks are constructed by substituting one Block for another in the Minimum Improvements Timeline, provided that at least two Blocks are completed under Phase I timing and the remaining Blocks are completed under Phase II timing. Provided, further, that the North Linear Park must be constructed simultaneously with the construction of the North Block and the East Linear Park must be constructed simultaneously with the construction of the East Block. The Master Redeveloper must notify the City if it alters the sequence in the Minimum Improvements Timeline, but does not need to seek written approval for a change in the sequence of construction; however, if the City is constructing the Remaining Public Infrastructure Improvements, then the City will decide how the change in sequence contemplated under this paragraph alters the Remaining Public Infrastructure Improvements sequence.

10. Public Access Improvements Security. In consideration of the extension of deadlines contained in this Second Amendment, the Master Redeveloper agrees to provide security for construction of Public Access Improvements. Therefore, Article VII of the Redevelopment Agreement is hereby amended to add the following new Section 7.4:

Section 7.4. Public Access Security. The Master Redeveloper will be constructing improvements to the Public Access Areas on Outlots A, C, D and E as shown on the Final Plat in the form and sequence specified by the City consistent with the corresponding approved plans. The Final Plan approval by the City for each Block

shall designate the portion of the Public Access Improvements to be completed prior to issuance of a final certificate of completion for the particular Block and such final certificate of completion will not be issued until those Public Access Improvements are completed. In order to ensure construction of those Public Access Improvements, the Master Redeveloper will provide security to the City, in the form of a commercially standard letter of credit or surety bond reasonably acceptable to the City, security in the amount of \$5,178,265 ("Public Access Security") by the earlier to occur of issuance of a building permit for the West Block or November 1, 2012, which amount represents the cost of the portion of the Public Access Improvements that will remain to be built following construction of the Superior Block and the North Block, and the associated Public Access Improvements approved the by City. If the Master Redeveloper fails to provide the Public Access Security, the City is under no obligation to deliver either a Certificate of Completion or a City certificate of occupancy for either the North Block or the Superior Block until the Public Access Security requirement is satisfied.

The Public Access Security amount shall be reduced on a monthly basis equal to the portion of the Public Access Improvements that have been constructed in the month immediately prior. The City may reasonably require evidence of construction and payment for such Public Access Improvements prior to making respective reductions in the Public Access Security Amount.

11. TIF District. Section 9.1 of the Redevelopment Agreement is hereby amended to read as follows:

Section 9.1 TIF District. (a) The Authority (on December 15, 2008), and the City (on December 16, 2008), approved a TIF Plan for the TIF District (designated as Redevelopment TIF District No. 5); and the Authority subsequently filed the TIF District Certification for the TIF District on June 11, 2009. As of the date of this Second Amendment, no buildings on parcels within the TIF District have been demolished, and the parties have determined that, because of delays caused by general economic conditions, it is in the best interest of the Authority, City and Master Redeveloper to decertify the TIF District, and to re-approve the TIF District in accordance with this Section and all the procedures required under the TIF Act.

(b) Promptly after the date of the Second Amendment, the Authority and City will take all actions necessary to reapprove the TIF District (continued to be designated as Redevelopment TIF District No. 5), after all the hearings and notices required under Section 469.175 of the TIF Act. Upon approval of the TIF Plan by the Authority and City, the Authority and City will approve decertification of the original TIF District and file a new TIF District Certification for the TIF District. The Authority and City intend to complete such actions by no later than December 31, 2011.

(c) The TIF District will have a maximum duration of 25 years after the date of first receipt of increment (i.e., 26 years of collection), as permitted under the TIF Act. In the TIF Plan, the Authority will elect to defer the first year of receipt from the TIF District for four years after the year of approval, unless directed in writing by the Master Developer to make an earlier election.

11A. TIF Assistance. Section 9.2 of the Redevelopment Agreement is hereby amended to read as follows:

Section 9.2 TIF Assistance; Limitations on Reimbursement of Qualified Redevelopment Costs. Before the Authority will issue TIF Assistance to the Master Redeveloper, the Master Redeveloper must provide evidence satisfactory to the Authority that its Qualified Redevelopment Costs equal at least \$22,910,879. In order to obtain the amount of Tax Increment contemplated by this Agreement, the Authority will issue, subject to satisfaction of the conditions in this Agreement, one or more “pay-as-you-go” TIF Notes to the Master Redeveloper with a maximum original principal amount of \$22,910,879, in 2011 dollars as shown in Attachment C plus interest on the unpaid principal balance thereof at a rate of 8.75% (or such other interest rate as determined in the manner authorized below) which shall be payable solely from Available Tax Increment from the Project as may be adjusted under Section 8.4. The Authority may adjust upward the interest rate on one or more TIF Notes upon the Authority’s satisfaction, in its sole discretion, that a Master Redeveloper financing plan for the Project requires an interest rate greater than 8.75% on the unpaid principal balance of one or more TIF Notes. The form of the TIF Note in Exhibit J to the Original Redevelopment Agreement is modified to be consistent with this Section (as shown in Attachment B to this Second Amendment).

The Authority does not represent or warrant the amounts of Available Tax Increment that will be available for payment of the TIF Notes or TIF Bonds. The Authority will not reimburse the Master Redeveloper for the Qualified Redevelopment Costs from Authority revenues, other than Available Tax Increment, nor guaranty the amount of money which the Master Redeveloper will receive as a reimbursement, such amount being payable solely from the Available Tax Increment in accordance with this Section.

11B. Duration of TIF Notes. Section 9.6 of the Redevelopment Agreement is revised to read as follows:

Section 9.6. Duration of TIF Notes. Consistent with the duration of the TIF District, the TIF Notes shall be payable over 26 years, commencing August 1 of the year of first receipt of increment, and continuing through February 1 of the year following the 26th year of tax increment collection from the TIF District. The form of the TIF Note in Exhibit J to the Original Redevelopment Agreement is modified to be consistent with this Section (as shown in Attachment B to this Second Amendment).

11C. TIF Pro Forma. The TIF Pro Forma has been revised as shown in Attachment C to reflect the agreements in this Second Amendment.

12. Gas Station Parcel Purchase. The parties acknowledge and agree that the Master Redeveloper has satisfied all of its obligations under Section 4.11 of the First Amendment with regard to the purchase and transfer of the Gas Station Parcel and the transfer and payoff of the Contract for Deed to the City and the Authority. The City has acquired fee title to the Gas Station Parcel and the Master Redeveloper has reimbursed the City in full for all amounts

payable pursuant to the Contract for Deed. The Master Redeveloper acknowledges and agrees that the City has satisfied its obligation to pay \$50,000.00 to the Master Redeveloper in partial consideration of the transfer of the Gas Station Parcel.

13. Satisfaction of Affordable Housing Requirements. The City and the Authority acknowledge and agree that Master Redeveloper has satisfied all requirements with regard to contributions for offsite affordable housing, as set forth in Section 2.2 of the PUD Agreement.

14. Park Dedication. The City and the Authority acknowledge and agree that Master Redeveloper will satisfy all City park dedication requirements with regard to the Project upon completion of the North Linear Park, East Linear Park and Park Plaza and that Master Redeveloper will have no cash payment obligation with regard to such park dedication requirements, provided that Master Redeveloper provides the City with all Public Access Area Easements and Park Improvements Easements as required by Sections 5.7 and 5.8 of the Redevelopment Agreement.

15. Time of the Essence. All timelines set forth herein shall be governed by the principle that time is of the essence and modification or deviation from such schedules shall occur only upon approval of the City and the Master Redeveloper. The Mayor of the City, or in the Mayor's absence, the Mayor Pro Tem, with the written consent of the Master Redeveloper, shall have the ability to postpone any deadline set forth in the Redevelopment Agreement or any amendment thereto, up to a maximum ninety (90) days.

16. Entire Agreement. Except as herein amended, other terms and provisions of the Development Agreement, as amended, shall remain in full force and effect.

17. Ratification. Except as specifically modified by this Second Amendment, the terms and provisions of the Redevelopment Agreement shall remain in full force and effect.

18. Binding Effect. This Second Amendment amends and supplements the Redevelopment Agreement. If there is a conflict between the provisions of the Redevelopment Agreement and this Second Amendment, the provisions of this Second Amendment shall control. This Second Amendment shall be binding upon and inure to the benefit of the City, the Authority, the Master Redeveloper and their respective successors and assigns.

19. Counterparts. This Second Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or email copies shall be deemed originals.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City, the Authority and the Master Redeveloper have caused this Second Amendment to the Redevelopment Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

**CITY OF WAYZATA,
MINNESOTA**

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by Ken Willcox and Allan Orsen, the Mayor and City Manager respectively, of the City of
Wayzata, Minnesota, on behalf of the City of Wayzata.

Notary Public

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

By _____
Its _____ Chair

By _____
Its _____ Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by Thomas Shaver and Allan Orsen, the Chair and Executive Director respectively, of the
Housing and Redevelopment Authority of the City of Wayzata, Minnesota, on behalf of said
Authority.

Notary Public

**WAYZATA BAY REDEVELOPMENT
COMPANY, LLC**
a Minnesota limited liability company

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

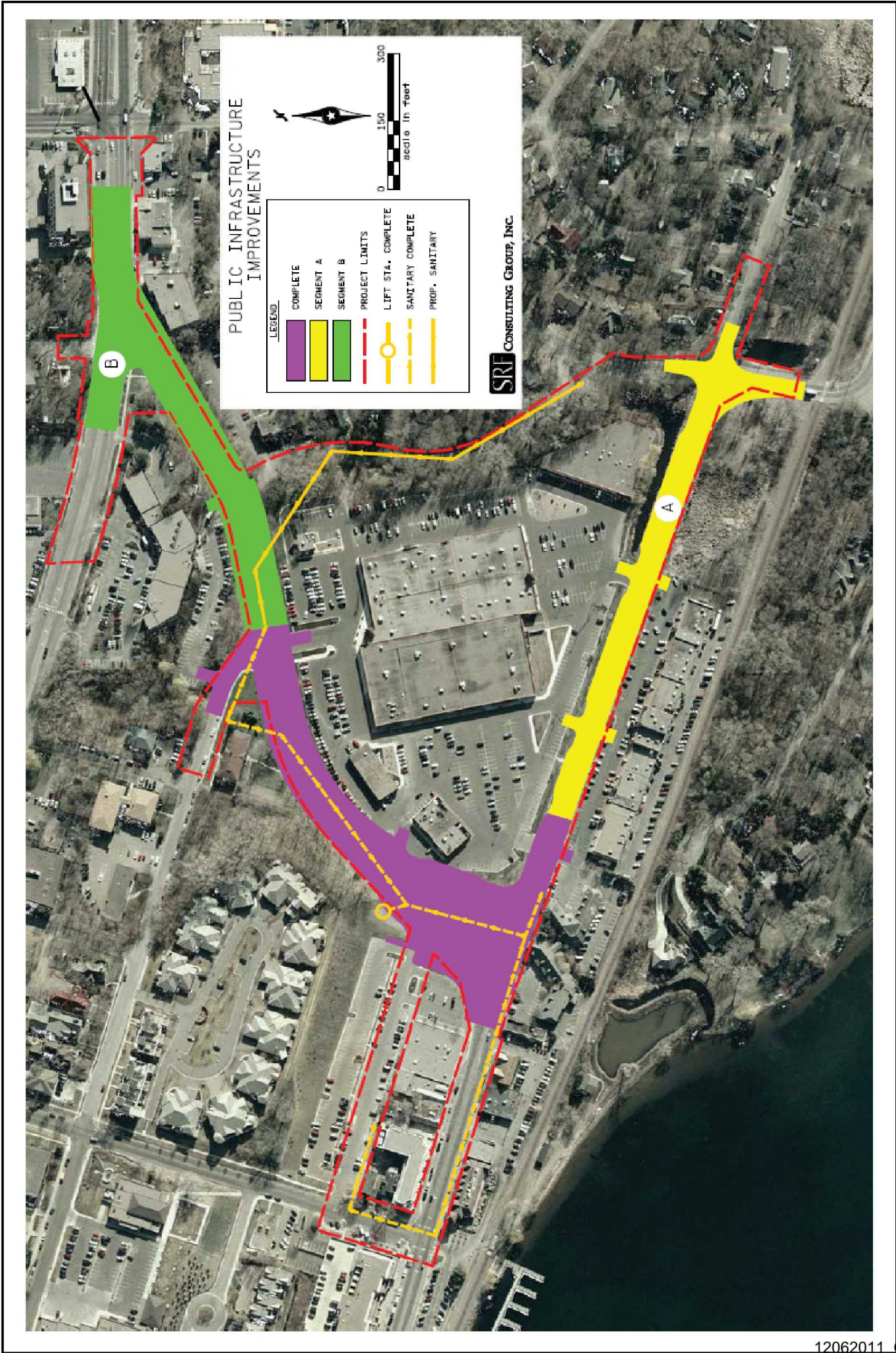
The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by
_____, the _____ of Wayzata Bay Redevelopment Company, LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

ATTACHMENT A

Public Infrastructure Improvements

Original Maximum Redeveloper Amount	\$ 9,839,500
Revised Maximum Redeveloper Amount (as reflected in First Amendment)	\$ 6,285,000
Total cost of first phase superior construction	\$ 3,463,264
Less Met Council contribution	<\$370,536>
Less City Contribution	<u><\$499,474></u>
	<u><\$2,593,254></u>
Final Maximum Redeveloper Amount (as reflected in this Second Amendment)	\$ 3,691,746



ATTACHMENT B

Tax Increment Note (Revised Exhibit J)

**FORM OF
TAX INCREMENT NOTE**

R-1

\$22,910,879

Date of Original Issue: _____

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF WAYZATA**

**HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF WAYZATA, MINNESOTA
LIMITED REVENUE TAXABLE TAX INCREMENT NOTE**

The **Housing and Redevelopment Authority of the City of Wayzata, Minnesota** (the “HRA”) acknowledges itself to be indebted and, for value received, promises to pay to the order of **Wayzata Bay Redevelopment Company, LLC**, or its assigns (the “Developer”), solely from the source, to the extent and in the manner hereinafter provided, up to the principal amount of this Limited Revenue Taxable Tax Increment Note (the “Note”), together with interest thereon accrued on the unpaid principal balance hereof from the date of original issue, at the rate of interest of eight and seventy-five hundredths percent (8.75%) per annum, on the Payment Dates (as hereinafter defined).

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 Developer and mailed to the Developer at its postal address within the United States which shall be designated from time to time by the Developer.

The Note is a special and limited obligation and not a general obligation of the HRA, which has been issued by the HRA pursuant to a Redevelopment Agreement dated October 21, 2008 (as amended by and through a Second Amendment to Redevelopment Agreement, dated as of December 7, 2011), between the City of Wayzata, Minnesota, the HRA and the Developer (the “Redevelopment Agreement”), as approved by the Board of the HRA to aid in financing a “project,” as defined in Minnesota Statutes, Section 469.174, subdivision 8, of the HRA consisting generally of defraying certain capital and administration costs incurred and to be incurred within and for the benefit of Replacement Tax Increment Financing District No. 5 (the “TIF District”). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Redevelopment Agreement.

The maximum principal amount of this Note attributable to Qualified Redevelopment Costs shall not exceed \$22,910,879.

Principal of and interest on this Note shall be payable solely from and in the amount of Available Tax Increment, as hereinafter defined, on each August 1 and February 1 commencing [February 1, 2015], to and including [August 1, 2040] (the "Payment Dates"). The Authority shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment and the failure of the Authority to pay the entire amount of principal or interest on this Note on any Payment Date shall not constitute a default hereunder as long as the Authority pays principal and interest hereon to the extent of such pledged revenues. The Authority shall have no obligation to pay unpaid balance of principal or accrued interest that may remain after the final Payment Date.

All payments made by the HRA on this Note shall be applied first to accrued interest and then to the principal amount of this Note. Interest accruing from the date of original issue through and including the first Payment Date will be compounded semiannually on February 1 and August 1 of each year and added to principal. Interest shall be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

"Available Tax Increment" is defined as ninety-five percent (95%) of any tax increment derived by the HRA from the Minimum Improvements Area of the TIF District in any calendar year.

EXCEPT AS TO THE OBLIGATION TO MAKE PAYMENTS FROM THE AVAILABLE TAX INCREMENT, THIS NOTE IS NOT A DEBT OF THE HRA, THE CITY OF WAYZATA, OR THE STATE OF MINNESOTA (THE "STATE"), AND NEITHER THE HRA, THE CITY OF WAYZATA, THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE ON THE NOTE, NOR SHALL THE NOTE BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN TAX INCREMENT.

Upon an Event of Default by the Redeveloper under the Redevelopment Agreement, the Authority may exercise the remedies with respect to this Note described in Section 9.3 of the Redevelopment Agreement, the terms of which are incorporated herein by reference.

The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the Authority without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

Upon receipt by Redeveloper of the Authority's written statement of the Excess Amount as defined in Section 8.4 of the Redevelopment Agreement, such Excess Amount will be deemed to constitute, and will be applied to, prepayment of the principal amount of this Note. Such deemed prepayment is effective as of the Calculation Date as defined in Section 8.4 of the Redevelopment Agreement, and will be recorded by the Registrar in its records for the Note. Upon request of the Owner, the Authority will deliver to the Owner a statement of the outstanding principal balance of the Note after application of the deemed prepayment under this paragraph.

The Developer shall never have or be deemed to have the right to compel any exercise of any taxing power of the HRA or the City of Wayzata or any other public body, and neither the HRA nor the City of Wayzata nor any director, commissioner, council member, board member, officer, employee or agent of the HRA or the City of Wayzata, nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration hereof or otherwise.

THE HRA MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NO HOLDER OF THIS NOTE SHALL HAVE RIGHTS AGAINST THE HRA EXCEPT FOR DISTRIBUTION OF AVAILABLE TAX INCREMENT.

The Note shall not be assignable or transferable without the prior written consent of the HRA; provided, however, that such consent shall not be unreasonably withheld or delayed if: (a) the assignee or transferee delivers to the HRA a written instrument acknowledging the limited nature of the HRA's payment obligations under the Note, and (b) the assignee or transferee executes and delivers to the HRA a certificate, in form and substance satisfactory to the HRA, pursuant to which, among other things, such assignee or transferee represents (i) that the Note is being acquired for investment for such assignee's or transferee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, (ii) that the assignee or transferee has no present intention of selling, granting any participation in, or otherwise distributing the same, (iii) that the assignee or transferee is an "accredited investor" within the meaning of Rule 501 of the Regulation D under the Securities Act of 1933, as amended, (iv) that the assignee or transferee, either alone or with such assignee's or transferee's representatives, has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment in the Note and the assignee or transferee is able to bear the economic consequences thereof, (v) that in making its decision to acquire the Note, the assignee or transferee has relied upon independent investigations made by the assignee or transferee and, to the extent believed by such assignee or transferee to be appropriate, the assignee's or transferee's representatives, including its own professional, tax and other advisors, and has not relied upon any representation or warranty from the HRA, or any of its officers, employees, agents, affiliates or representatives, with respect to the value of the Note, (vi) that the HRA has not made any warranty, acknowledgment or covenant, in writing or otherwise, to the assignee or transferee regarding the tax consequences, if any, of the acquisition and investment in the Note, (vii) that the assignee or transferee or its representatives have been given a full opportunity to examine all documents and to ask questions of, and to receive answers from, the HRA and its representatives concerning the terms of the Note and such other information as the assignee or transferee desires in order to evaluate the acquisition of and investment in the Note, and all such questions have been answered to the full satisfaction of the assignee or transferee, (viii) that the assignee or transferee has evaluated the merits and risks of investment in the Note and has determined that the Note is a suitable investment for the assignee or transferee in light of such party's overall financial condition and prospects, (ix) that the Note will be characterized as "restricted securities" under the federal securities laws because the Note is being acquired in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended, except in certain limited circumstances, and (x) that no market for this Note exists and no market for the Note is intended to be developed.

Notwithstanding the foregoing, the Developer may assign and pledge this Note to secure any loan to finance the costs of the Project and may transfer the Note 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.

This Note is issued pursuant to a resolution of the Board of the HRA and is entitled to the benefits thereof, which Resolution is incorporated herein by reference.

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 or the City of Wayzata outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the HRA or the City of Wayzata to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the Board of the Housing and Redevelopment Authority of the City of Wayzata, Minnesota, has caused this Note to be executed by the manual signatures of the Chair and the Executive Director of the HRA, and has caused this Note to be dated as of the date of original issue specified above.

Chair

Executive Director

ATTACHMENT C

**TIF Pro Forma
(Revised Exhibit I)**

Exhibit 2

Assumptions								
First Collection Year	2015	Base Tax Capacity	335,250	Discount Rate	8.75%			
TIF Term	26	Local Tax Rate	103.684%	EMV Growth Rate	3.87%			
Final Year of TIF	2040	Office of State Auditor Rate	0.36%	Admin Base Expense	25,000			
Fiscal Disparity Percentage	35%	Dated Date	9/1/2011	Admin Growth Rate	3.00%			

	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016
Wayzata Bay Master Redevelopment								
Estimated Market Value	\$ -	\$ -	\$ 16,800,000	\$ 17,782,469	\$ 18,822,393	\$ 70,033,665	\$ 163,997,225	\$ 218,652,199
Projected Tax Capacity								
Ownership Housing	-	-	-	-	-	83,531	631,262	1,058,899
Rental Housing	-	-	-	-	-	562,500	584,258	606,857
Retail/Office/Hotel	-	-	-	-	-	334,337	1,129,210	1,304,431
Total Project Tax Capacity	-	-	-	-	-	980,368	2,344,730	2,970,187
Less: Fiscal Disparity	-	-	-	-	-	(117,018)	(395,224)	(456,551)
Less: Original Tax Capacity ⁽¹⁾	-	(335,250)	(335,250)	(335,250)	(335,250)	(335,250)	(228,421)	(228,421)
Captured Tax Capacity	-	-	-	-	-	528,100	1,721,085	2,285,215
Gross Tax Increment	-	-	-	-	-	547,556	1,784,490	2,369,402
Less: Office of State Auditor	-	-	-	-	-	(1,971)	(6,424)	(8,530)
Projected Net Increment (Wayzata Bay)	\$ -	\$ -	\$ -	\$ - ⁽²⁾	\$ - ⁽²⁾	\$ 545,584 ⁽²⁾	\$ 1,778,066	\$ 2,360,872
95% Paid to Master Developer for TIF Note	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,689,163	\$ 2,242,829
5% Paid to City HRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,903	\$ 118,044
Present Value of Master Redeveloper TIF ⁽³⁾	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,174,387	\$ 1,433,860
Present Value of Master Redeveloper TIF - Accumulated Excess Tax Increment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,174,387	\$ 2,608,247
Other Private Development Activity⁽⁴⁾								
Estimated Market Value	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000
Projected Tax Capacity	26,870	26,870	26,870	26,870	26,870	26,870	26,870	26,870
Less: Original Tax Capacity	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)
Captured Tax Capacity	-	-	-	-	-	-	-	-
Gross Tax Increment	-	-	-	-	-	-	-	-
Projected Net Increment (Other)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5% Paid to City HRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,903	\$ 118,044
Total Project Net Increment paid to City HRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,903	\$ 118,044
Less: Projected Administrative Expenses	-	-	-	-	-	-	(25,000)	(25,750)
Net Available TIF for Pooling or Other Qualified Redevelop. Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,903	\$ 92,294

⁽¹⁾ Original tax capacity is adjusted after property has been reclassified and replatted in 2015.

⁽²⁾ Increment collected will be distributed to taxing jurisdictions by county auditor.

⁽³⁾ Master Redeveloper Receives total tax increment payment equal to \$22,910,879 discounted at 8.75% to September 1, 2011.

⁽⁴⁾ Includes future private development of parcels 06-117-22-42-0008 and 06-117-22-42-0009 not pledged to TIF Note.

	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025
<u>Wayzata Bay Master Redevelopment</u>									
Estimated Market Value	\$ 231,439,047	\$ 244,973,674	\$ 259,299,810	\$ 274,463,743	\$ 290,514,467	\$ 307,503,843	\$ 325,486,763	\$ 344,521,329	\$ 364,669,043
Projected Tax Capacity									
Ownership Housing	1,099,858	1,142,401	1,186,589	1,232,487	1,280,161	1,329,678	1,381,111	1,434,533	1,490,022
Rental Housing	630,331	654,713	680,037	706,341	733,663	762,042	791,518	822,134	853,935
Retail/Office/Hotel	1,354,887	1,407,295	1,461,730	1,518,271	1,576,998	1,637,998	1,701,356	1,767,166	1,835,521
Total Project Tax Capacity	3,085,076	3,204,408	3,328,357	3,457,100	3,590,822	3,729,718	3,873,985	4,023,834	4,179,478
Less: Fiscal Disparity	(474,210)	(492,553)	(511,606)	(531,395)	(551,949)	(573,299)	(595,475)	(618,508)	(642,432)
Less: Original Tax Capacity ⁽¹⁾	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)
Captured Tax Capacity	2,382,444	2,483,434	2,588,330	2,697,284	2,810,452	2,927,997	3,050,090	3,176,904	3,308,624
Gross Tax Increment	2,470,213	2,574,923	2,683,684	2,796,652	2,913,989	3,035,865	3,162,455	3,293,941	3,430,514
Less: Office of State Auditor	(8,893)	(9,270)	(9,661)	(10,068)	(10,490)	(10,929)	(11,385)	(11,858)	(12,350)
Projected Net Increment (Wayzata Bay)	\$ 2,461,320	\$ 2,565,654	\$ 2,674,023	\$ 2,786,584	\$ 2,903,498	\$ 3,024,936	\$ 3,151,070	\$ 3,282,083	\$ 3,418,164
95% Paid to Master Developer for TIF Note	\$ 2,338,254	\$ 2,437,371	\$ 2,540,322	\$ 2,647,254	\$ 2,758,324	\$ 2,873,689	\$ 2,993,516	\$ 3,117,979	\$ 3,247,256
5% Paid to City HRA	\$ 123,066	\$ 128,283	\$ 133,701	\$ 139,329	\$ 145,175	\$ 151,247	\$ 157,553	\$ 164,104	\$ 170,908
Present Value of Master Redeveloper TIF ⁽³⁾	\$ 1,374,590	\$ 1,317,570	\$ 1,262,733	\$ 1,210,011	\$ 1,159,336	\$ 1,110,644	\$ 1,063,867	\$ 1,018,942	\$ 975,807
Present Value of Master Redeveloper TIF - Accumulated Excess Tax Increment	\$ 3,982,837	\$ 5,300,407	\$ 6,563,140	\$ 7,773,150	\$ 8,932,487	\$ 10,043,130	\$ 11,106,998	\$ 12,125,940	\$ 13,101,747
<u>Other Private Development Activity⁽⁴⁾</u>									
Estimated Market Value	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000
Projected Tax Capacity	26,870	26,870	26,870	26,870	26,870	26,870	26,870	26,870	26,870
Less: Original Tax Capacity	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)
Captured Tax Capacity	-	-	-	-	-	-	-	-	-
Gross Tax Increment	-	-	-	-	-	-	-	-	-
Projected Net Increment (Other)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5% Paid to City HRA	\$ 123,066	\$ 128,283	\$ 133,701	\$ 139,329	\$ 145,175	\$ 151,247	\$ 157,553	\$ 164,104	\$ 170,908
Total Project Net Increment paid to City HRA	\$ 123,066	\$ 128,283	\$ 133,701	\$ 139,329	\$ 145,175	\$ 151,247	\$ 157,553	\$ 164,104	\$ 170,908
Less: Projected Administrative Expenses	(26,523)	(27,318)	(28,138)	(28,982)	(29,851)	(30,747)	(31,669)	(32,619)	(33,598)
Net Available TIF for Pooling or Other Qualified Redevelop. Projects	\$ 96,544	\$ 100,965	\$ 105,563	\$ 110,347	\$ 115,324	\$ 120,500	\$ 125,884	\$ 131,485	\$ 137,310

	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034
Wayzata Bay Master Redevelopment									
Estimated Market Value	\$385,995,002	\$408,568,109	\$432,461,298	\$457,751,768	\$484,521,233	\$512,856,184	\$542,848,172	\$574,594,101	\$608,196,542
Projected Tax Capacity									
Ownership Housing	1,547,657	1,607,521	1,669,701	1,734,286	1,801,370	1,871,048	1,943,421	2,018,594	2,096,674
Rental Housing	886,966	921,274	956,910	993,924	1,032,369	1,072,302	1,113,779	1,156,861	1,201,609
Retail/Office/Hotel	1,906,520	1,980,265	2,056,863	2,136,424	2,219,062	2,304,897	2,394,052	2,486,655	2,582,841
Total Project Tax Capacity	4,341,143	4,509,061	4,683,474	4,864,634	5,052,801	5,248,246	5,451,252	5,662,110	5,881,124
Less: Fiscal Disparity	(667,282)	(693,093)	(719,902)	(747,748)	(776,672)	(806,714)	(837,918)	(870,329)	(903,994)
Less: Original Tax Capacity ⁽¹⁾	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)
Captured Tax Capacity	3,445,440	3,587,547	3,735,151	3,888,464	4,047,708	4,213,111	4,384,913	4,563,359	4,748,708
Gross Tax Increment	3,572,370	3,719,712	3,872,754	4,031,715	4,196,825	4,368,322	4,546,453	4,731,473	4,923,651
Less: Office of State Auditor	(12,861)	(13,391)	(13,942)	(14,514)	(15,109)	(15,726)	(16,367)	(17,033)	(17,725)
Projected Net Increment (Wayzata Bay)	\$ 3,559,509	\$ 3,706,321	\$ 3,858,812	\$ 4,017,201	\$ 4,181,717	\$ 4,352,596	\$ 4,530,085	\$ 4,714,440	\$ 4,905,925
95% Paid to Master Developer for TIF Note	\$ 3,381,534	\$ 3,521,005	\$ 3,665,871	\$ 3,816,341	\$ 3,972,631	\$ 4,134,967	\$ 4,303,581	\$ 4,478,718	\$ 4,660,629
5% Paid to City HRA	\$ 177,975	\$ 185,316	\$ 192,941	\$ 200,860	\$ 209,086	\$ 217,630	\$ 226,504	\$ 235,722	\$ 245,296
Present Value of Master Redeveloper TIF ⁽³⁾	\$ 934,397	\$ 894,654	\$ 856,518	\$ 819,931	\$ 784,836	\$ 751,179	\$ 718,906	\$ 687,966	\$ 658,307
Present Value of Master Redeveloper TIF - Accumulated Excess Tax Increment	\$ 14,036,144	\$ 14,930,798	\$ 15,787,317	\$ 16,607,248	\$ 17,392,084	\$ 18,143,263	\$ 18,862,170	\$ 19,550,135	\$ 20,208,442
Other Private Development Activity⁽⁴⁾									
Estimated Market Value	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000
Projected Tax Capacity	26,870	26,870	26,870	26,870	26,870	26,870	26,870	26,870	26,870
Less: Original Tax Capacity	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)
Captured Tax Capacity	-	-	-	-	-	-	-	-	-
Gross Tax Increment	-	-	-	-	-	-	-	-	-
Projected Net Increment (Other)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5% Paid to City HRA	\$ 177,975	\$ 185,316	\$ 192,941	\$ 200,860	\$ 209,086	\$ 217,630	\$ 226,504	\$ 235,722	\$ 245,296
Total Project Net Increment paid to City HRA	\$ 177,975	\$ 185,316	\$ 192,941	\$ 200,860	\$ 209,086	\$ 217,630	\$ 226,504	\$ 235,722	\$ 245,296
Less: Projected Administrative Expenses	(34,606)	(35,644)	(36,713)	(37,815)	(38,949)	(40,118)	(41,321)	(42,561)	(43,838)
Net Available TIF for Pooling or Other Qualified Redevelop. Projects	\$ 143,370	\$ 149,672	\$ 156,227	\$ 163,045	\$ 170,137	\$ 177,512	\$ 185,183	\$ 193,161	\$ 201,459

	12/31/2035	12/31/2036	12/31/2037	12/31/2038	District Termination 12/31/2039	District would terminate 12/31/2040	
Wayzata Bay Master Redevelopment							
Estimated Market Value	\$ 643,764,063	\$ 681,411,585	\$ 721,260,745	\$ 763,440,296	\$ 808,086,520	\$ 855,343,669	
Projected Tax Capacity							
Ownership Housing	2,177,775	2,262,012	2,349,508	2,440,389	2,534,785	2,632,832	
Rental Housing	1,248,088	1,296,365	1,346,509	1,398,593	1,452,691	1,508,882	
Retail/Office/Hotel	2,682,747	2,786,517	2,894,301	3,006,254	3,122,538	3,243,320	
Total Project Tax Capacity	6,108,609	6,344,894	6,590,318	6,845,236	7,110,014	7,385,034	
Less: Fiscal Disparity	(938,961)	(975,281)	(1,013,005)	(1,052,189)	(1,092,888)	(1,135,162)	
Less: Original Tax Capacity ⁽¹⁾	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	(228,421)	
Captured Tax Capacity	4,941,227	5,141,192	5,348,892	5,564,626	5,788,704	6,021,451	
Gross Tax Increment	5,123,261	5,330,593	5,545,945	5,769,627	6,001,960	6,243,281	
Less: Office of State Auditor	(18,444)	(19,190)	(19,965)	(20,771)	(21,607)	(22,476)	Total
Projected Net Increment (Wayzata Bay)	\$ 5,104,818	\$ 5,311,403	\$ 5,525,980	\$ 5,748,856	\$ 5,980,353	\$ 6,220,805	TIF Collected through 2039
95% Paid to Master Developer for TIF Note	\$ 4,849,577	\$ 5,045,833	\$ 5,249,681	\$ 5,461,413	\$ 5,681,336	\$ 5,909,765	\$ 91,109,073
5% Paid to City HRA	\$ 255,241	\$ 265,570	\$ 276,299	\$ 287,443	\$ 299,018	\$ 311,040	\$ 4,795,214
Present Value of Master Redeveloper TIF ⁽³⁾	\$ 629,881	\$ 602,640	\$ 576,539	\$ 551,533	\$ 527,580	\$ 504,636	
Present Value of Master Redeveloper TIF - Accumulated	\$ 20,838,323	\$ 21,440,963	\$ 22,017,502	\$ 22,569,036	\$ 22,910,879	\$ 22,910,879	
Excess Tax Increment							
Other Private Development Activity⁽⁴⁾							
Estimated Market Value	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ 1,381,000	\$ -	
Projected Tax Capacity	26,870	26,870	26,870	26,870	26,870	-	
Less: Original Tax Capacity	(26,870)	(26,870)	(26,870)	(26,870)	(26,870)	-	
Captured Tax Capacity	-	-	-	-	-	-	
Gross Tax Increment	-	-	-	-	-	-	
Projected Net Increment (Other)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5% Paid to City HRA	\$ 255,241	\$ 265,570	\$ 276,299	\$ 287,443	\$ 299,018	\$ -	
Total Project Net Increment paid to City HRA	\$ 255,241	\$ 265,570	\$ 276,299	\$ 287,443	\$ 299,018	\$ -	
Less: Projected Administrative Expenses	(45,153)	-	-	-	-	-	
Net Available TIF for Pooling or Other Qualified Redvelop. Projects	\$ 210,088	\$ 265,570	\$ 276,299	\$ 287,443	\$ 299,018	\$ -	

ATTACHMENT D

Initial Special Assessments Payments

City of Wayzata, Minnesota
Special Assessment Payments - Presbyterian Homes
Preliminary - Revised Allocation

Special Assessment Payments									
<u>Date</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>North Block</u>	<u>Superior Block</u>	<u>West Block</u>	<u>East Block</u>	<u>Plaza Block</u>	<u>Total Payment</u>	<u>Total Annual Payment</u>
5/15/2010									
10/15/2010									
5/15/2011	2,500	-	1,250	1,250				2,500	
10/15/2011	2,500	-	1,250	1,250				2,500	5,000
5/15/2012	2,500	67,106	34,803	34,803				69,606	
10/15/2012	2,500	67,106	34,803	34,803				69,606	139,211
5/15/2013	2,500	67,106	34,803	34,803				69,606	
10/15/2013	2,500	67,106	34,803	34,803				69,606	139,211
5/15/2014	60,000	66,732	63,366	63,366				126,732	
10/15/2014	60,000	66,732	63,366	63,366				126,732	253,464
5/15/2015	65,000	63,744	42,915	42,915	42,915			128,744	
10/15/2015	65,000	63,744	42,915	42,915	42,915			128,744	257,488
5/15/2016	65,000	60,507	41,836	41,836	41,836			125,507	
10/15/2016	65,000	60,507	41,836	41,836	41,836			125,507	251,014
5/15/2017	67,500	57,270	24,954	24,954	24,954	24,954	24,954	124,770	
10/15/2017	67,500	57,270	24,954	24,954	24,954	24,954	24,954	124,770	249,540
5/15/2018	70,000	53,909	24,782	24,782	24,782	24,782	24,782	123,909	
10/15/2018	70,000	53,909	24,782	24,782	24,782	24,782	24,782	123,909	247,817
5/15/2019	72,500	50,423	24,585	24,585	24,585	24,585	24,585	122,923	
10/15/2019	72,500	50,423	24,585	24,585	24,585	24,585	24,585	122,923	245,845
5/15/2020	75,000	46,812	24,362	24,362	24,362	24,362	24,362	121,812	
10/15/2020	75,000	46,812	24,362	24,362	24,362	24,362	24,362	121,812	243,624
5/15/2021	75,000	43,077	23,615	23,615	23,615	23,615	23,615	118,077	
10/15/2021	75,000	43,077	23,615	23,615	23,615	23,615	23,615	118,077	236,154
5/15/2022	77,500	39,342	23,368	23,368	23,368	23,368	23,368	116,842	
10/15/2022	77,500	39,342	23,368	23,368	23,368	23,368	23,368	116,842	233,684
5/15/2023	80,000	35,483	23,097	23,097	23,097	23,097	23,097	115,483	
10/15/2023	80,000	35,483	23,097	23,097	23,097	23,097	23,097	115,483	230,965
5/15/2024	82,500	31,499	22,800	22,800	22,800	22,800	22,800	113,999	
10/15/2024	82,500	31,499	22,800	22,800	22,800	22,800	22,800	113,999	227,997
5/15/2025	85,000	27,390	22,478	22,478	22,478	22,478	22,478	112,390	
10/15/2025	85,000	27,390	22,478	22,478	22,478	22,478	22,478	112,390	224,780
5/15/2026	87,500	23,157	22,131	22,131	22,131	22,131	22,131	110,657	
10/15/2026	87,500	23,157	22,131	22,131	22,131	22,131	22,131	110,657	221,314
5/15/2027	90,000	18,800	21,760	21,760	21,760	21,760	21,760	108,800	
10/15/2027	90,000	18,800	21,760	21,760	21,760	21,760	21,760	108,800	217,599
5/15/2028	92,500	14,318	21,364	21,364	21,364	21,364	21,364	106,818	
10/15/2028	92,500	14,318	21,364	21,364	21,364	21,364	21,364	106,818	213,635
5/15/2029	95,000	9,711	20,942	20,942	20,942	20,942	20,942	104,711	
10/15/2029	95,000	9,711	20,942	20,942	20,942	20,942	20,942	104,711	209,422
5/15/2030	100,000	4,980	20,996	20,996	20,996	20,996	20,996	104,980	
10/15/2030	100,000	4,980	20,996	20,996	20,996	20,996	20,996	104,980	209,960
	2,695,000	1,562,724	1,080,411	1,080,411	811,968	642,467	642,467	4,257,724	4,257,724

ATTACHMENT E

Interim Conditions

ATTACHMENT F

Linear Park Phasing

PLANTING SCHEDULE*

QTY	COMMON NAME	BOTANICAL NAME	SIZE
+	100 BUFFER TREES		15" CAL / 4" B&B
	Silver Maple	<i>Acer platanoides</i>	
	River Birch	<i>Betula nigra</i>	
	Red Cedar	<i>Juniperus virginiana</i>	
	Tamarack	<i>Larix laricina</i>	
	Quaking Aspen	<i>Populus tremuloides</i>	
	Weeping Willow	<i>Salix alba</i>	
	Swamp White Oak	<i>Quercus bicolor</i>	

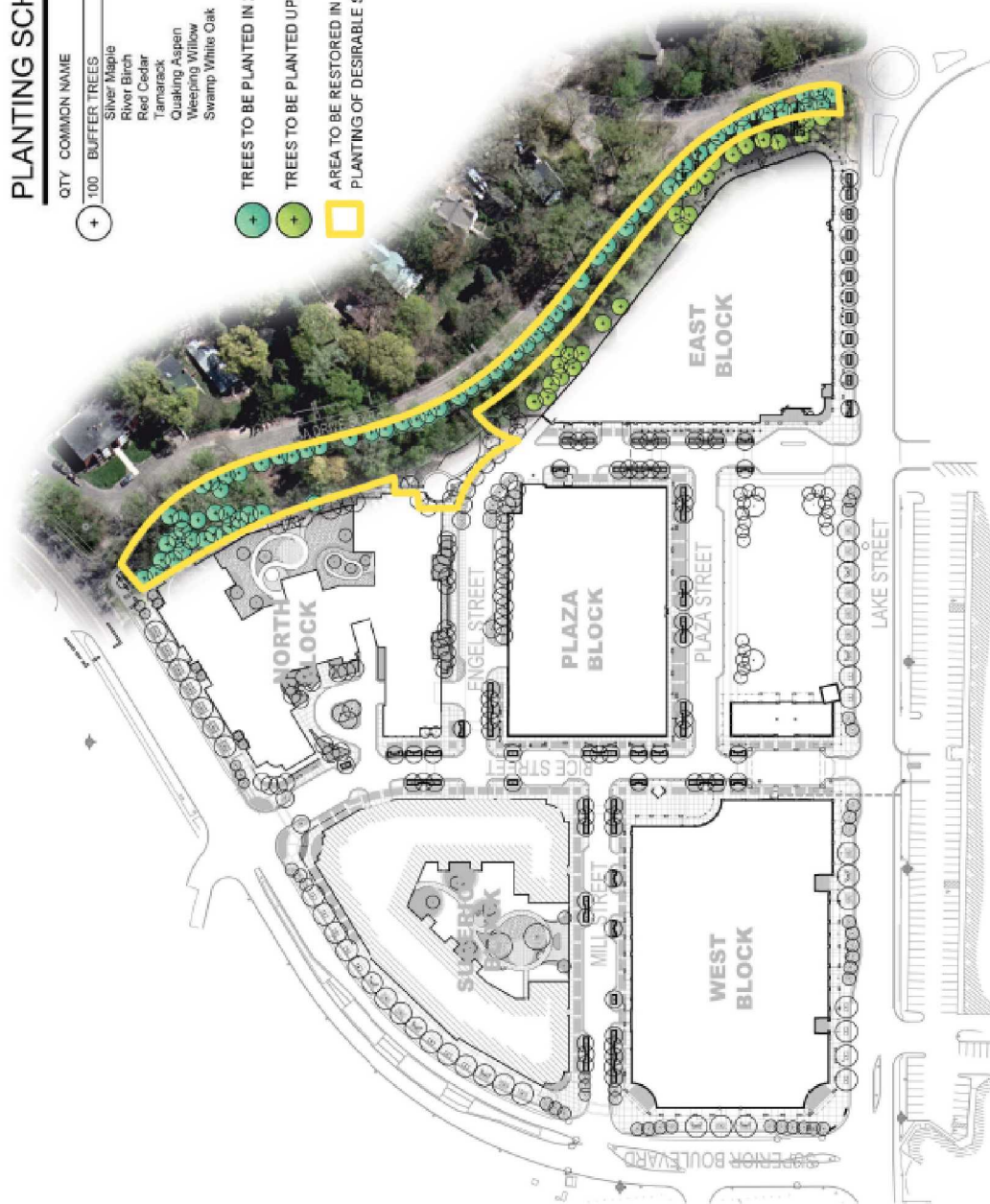
TREES TO BE PLANTED IN 2012



TREES TO BE PLANTED UPON CONSTRUCTION OF NORTH AND EAST BLOCK



AREA TO BE RESTORED IN 2012 (REMOVAL OF INVASIVE, UNDESIRABLE SPECIES, PLANTING OF DESIRABLE SPECIES)



ATTACHMENT G

**First Amendment to Agreement
for Special Assessment Petition,
Consent and Waiver**

First Amendment to Agreement for Special Assessment Petition, Consent and Waiver

First Amendment to Agreement for Special Assessment Petition, Consent and Waiver, made as of this ____ day of December, 2011, by and between the **City of Wayzata**, a Minnesota municipal corporation ("City"), and **Wayzata Bay Redevelopment Company, LLC**, a Minnesota limited liability company (the "Redeveloper"), **Wayzata Bay Senior Housing, Inc.**, a Minnesota nonprofit corporation ("Senior"), and **Wayzata Bay Acquisition Co., LLC**, a Delaware limited liability company ("Fee Owner"), as successor in interest to **Superior Lake Street Properties, LLC**, a Minnesota limited liability company.

WHEREAS, City, Redeveloper, Senior and Superior Lake Street Properties, LLC previously entered into an Agreement for Special Assessment Petition, Consent and Waiver dated March 21, 2010, recorded October 6, 2010 with the Hennepin County Registrar of Titles as Doc. No. T4793431 (the "Agreement");

WHEREAS, the "Property", as described in the Assessment Agreement, has been replatted pursuant to the plat of Wayzata Bay Center, executed by the Fee Owner on December __, 2011, a true and correct copy of which is attached hereto as Exhibit A (the "Plat");

WHEREAS, in accordance with the Plat, five developable parcels (the "Assessed Property") have been platted, referenced herein as follows:

1. Lot 1, Block 6 ("North Block")
2. Lot 1, Block 5 ("Superior Block")
3. Lot 1, Block 3 ("West Block")
4. Lot 1, Block 1 ("East Block")
5. Lot 1, Block 7 ("Plaza Block")

WHEREAS, pursuant to the Agreement, the City has levied an assessment totaling \$2,695,000.00, plus interest (the "Initial Special Assessments", as defined in the Agreement), pursuant to the City of Wayzata 2010 Assessment Roll attached hereto as Exhibit B (the "Assessment Roll");

WHEREAS, the parties hereto have agreed that the liability for the Initial Special Assessments, currently levied against the "Property" legally described on Exhibit A attached to the Assessment Roll, is to be allocated among the North Block, Superior Block, West Block, East Block and Plaza Block, and payable in accordance with, the Special Assessment Payment Schedule attached hereto as Exhibit C (the "Assessment Schedule"), and that the only portions of the Property which are to be subject to the Initial Special Assessments are the five lots which constitute the Assessed Property;

WHEREAS, no individual or entity has any interest as an owner or as the holder of a lien or mortgage interest in the Assessed Property, other than Fee Owner, Redeveloper and Senior;

WHEREAS, the parties hereto wish to amend and supplement the Assessment Agreement, to cause the Initial Special Assessments to be levied against the Assessed Property, in the amounts shown on the Assessment Schedule, and for the Initial Special Assessments to be payable according to the payment amounts and dates indicated on the Assessment Schedule;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Consent. Redeveloper, Senior and Fee Owner hereby consent to the imposition of Initial Special Assessments pursuant to the Assessment Roll, against the Assessed Property. Redeveloper, Senior and Fee Owner expressly approve the Initial Special Assessments and agree that: (i) allocation of one hundred percent (100%) of the Initial Special Assessments to and among the five parcels which constitute the Assessed Property, in accordance with the Assessment Schedule, represents a fair apportionment of such Initial Special Assessments; and (ii) the dollar value of the benefit accruing to the Assessed Property from the Initial Superior Boulevard Improvements equals or exceeds the amount of the Initial Special Assessments.

2. Waiver. Fee Owner, Senior and Redeveloper hereby waive their rights to all public hearings and appeal rights, and also hereby waive any and all other procedural and substantive objections to the Initial Special Assessments, whether provided by Minnesota Statutes Section 429, the City Code, or any other statute or ordinance, including but not limited to: (i) notice and public hearing requirements; (ii) claims that the Assessed Property or any part thereof does not receive a benefit from the Initial Superior Boulevard Improvements equal to or greater than the dollar amount of the Initial Special Assessments levied against the Assessed Property; (iii) claims that the Initial Special Assessments is not uniform upon the same classes of property; (iv) any objections to the allocation of the Initial Special Assessments among the five parcels which constitute the Assessed Property and the payment schedules for each such parcel; and (v) any rights to an appeal from the special assessments set forth above, or any other appeal rights available under the Minnesota state statutes, the City Charter or the City ordinances.

3. Amendment. The Agreement is hereby amended to the extent of any inconsistency with the terms of this First Amendment, and in the event of any inconsistency between the terms of the Agreement and this First Amendment, the First Amendment shall control.

4. General.

a. Recitals. The undersigned hereby affirm the accuracy of the recitals, which are hereby incorporated into this First Amendment to Agreement for Petition, Consent and Waiver, by reference.

b. Title and Authority. The Redeveloper, Senior and Fee Owner are, collectively, the sole fee simple owners of the Assessed Property and represent and warrant that they own 100 percent of the Assessed Property and have full legal power and authority to encumber the Assessed Property as herein provided.

c. Implementation. Each party to this Agreement agrees to execute any other documents upon request of the City necessary to implement the waivers of notice, hearing or right of appeal for the Initial Special Assessments.

d. Successors and Assigns. The consents and waivers set forth in this Agreement shall run with the title to the Property and shall be binding upon the Redeveloper, Senior, Fee Owner, and their successors and assigns.

e. Indemnification. The Redeveloper shall indemnify and hold harmless the City and its officers, agents, and employees from and against all claims, damages, and losses, or expenses, including attorney fees, which may be suffered or for which they may be held liable, rising out or resulting from the assertion against them of any claims, debts, or obligations in consequence of the performance of this First Amendment or the Agreement by the City, its employees, agents, or subcontractors.

f. Right of Record. It is agreed that the City may record this document in the chain of title of the Assessed Property. This Agreement shall terminate upon the final payment of the Initial Special Assessments, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

g. Redevelopment Agreement. In the event of any inconsistency between the terms of this Agreement and the Development Agreement, dated October 21, 2008, as amended (the "Redevelopment Agreement"), the terms of the Redevelopment Agreement, as amended, shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City, the Redeveloper, Senior and Fee Owner have executed this document as of the day and year first above written.

City of Wayzata,
a Minnesota municipal corporation

By: _____

Its: Mayor

By: _____

Its: City Manager

State of Minnesota }
 }
County of _____ } SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the Mayor, and _____, the City Manager, of the City of Wayzata, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Wayzata Bay Redevelopment Company, LLC,
a Minnesota limited liability company

By: _____

Its: _____

State of Minnesota }
 }
County of _____ }

SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of Wayzata Bay Redevelopment Company, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

Wayzata Bay Senior Housing, Inc.,
a Minnesota nonprofit corporation

By: _____

Its: _____

State of Minnesota }
 }
County of _____ } SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of Wayzata Bay Senior Housing, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

Wayzata Bay Acquisition Co., LLC
a Delaware limited liability company

By: _____

Its: _____

State of Minnesota }
 }
County of _____ } SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of Wayzata Bay Acquisition Co., LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

Exhibit B
Assessment Roll

City of Wayzata
2010 Assessment Roll
Superior/Lake Intersection and Utility Relocation Project

The property legally described on the attached Exhibit A (the “Property”) is to be assessed the total amount shown on Exhibit B, which includes the amount of each installment and interest (the “Payment Schedule”). The entire Property has a single parcel identification number of 06-117-22-41-0036, and the Property address noted for such tax parcel is 801 Lake Street East, Wayzata, Minnesota.

The current fee owner of the Property is Wayzata Bay Acquisition Co., LLC, a Delaware limited liability company. Wayzata Bay Redevelopment Company, LLC and Wayzata Bay Senior Housing, Inc. both own vendee’s interests in certain contracts for deed for some or all of the Property. The address for all three owners is 2845 Hamline Avenue North, Suite 100, Roseville, Minnesota 55113.

Allan Orsen, City Manager
October 21, 2010

000043/270012/1240876_1

Exhibit A
Legal Description of Property

Parcel 1:

Tracts D, G and H, Registered Land Survey No. 1168, Hennepin County, Minnesota

Parcel 2:

That part of the tract of land in the plat of Wayzata lying Northwesterly of the Northwesterly line of Registered Land Survey No. 1168, Hennepin County, Minnesota and Southeasterly of the following described line: Commencing at the most Northerly corner of Tract H, said Registered Land Survey No. 1168; thence South 30 degrees 58 minutes West along the Northwesterly line of said Registered Land Survey No. 1168 a distance of 377.58 feet; thence South 59 degrees 02 minutes West along the Northwesterly line of said Registered Land Survey No. 1168 a distance of 157.99 feet to the actual point of beginning of the line, being described; thence North 30 degrees 04 minutes 30 seconds East a distance of 177.54 feet; thence along a tangential curve to the right having a radius of 572.96 feet to its intersection with the Northwesterly line of said Registered Land Survey No. 1168 and there ending.

Except that part of vacated Superior Boulevard conveyed to the City of Wayzata by Quit Claim Deed dated June 28, 2010, filed September 20, 2010 as Document Number 4788723.

Parcel 3:

Block 51;

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 53;

“Minnetonka Arlington Heights”, Hennepin County, Minnesota.

That part of the Midway Circle, now vacated, lying between extensions across it of the North and South lines of said Block 53 and that further part thereof lying South and West of the centerline of said street lying between the extension across it of said North line of said Block 53 and the West line of said plat;

That part of Western Avenue as shown upon said plat lying between the extensions across it of the centerline of said Midway Circle and the Northeasterly line of Block 65 said Addition.

Parcel 4:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 50;

All of vacated Oak Street lying between a line drawn parallel with and 60 feet Southwesterly from the Southwesterly line of Block 52 and a line drawn parallel with and 50 feet Northeasterly from the Northeasterly line of Block 51; That part of Midway Circle lying Northeasterly of the center line of Midway Circle and between the Southerly extension across it of the West line of Block 50 and the Westerly extension across it of the Northerly line of Block 53; That part of Western Avenue lying East of the West line of “Minnetonka Arlington Heights” and between the Westerly extensions across it of the Northerly line of Block 50 and the center line of vacated Midway Circle.

All in “Minnetonka Arlington Heights”, Hennepin County, Minnesota.

Exhibit B **Payment Schedule**

City of Wayzata, Minnesota **Special Assessment Payments - Presbyterian Homes** **Final**

Special Assessment Payments					Excess Balance			
<u>Date</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Total Payment</u>	<u>Total Annual Payment</u>	<u>Date</u>	<u>Bond Net Debt Service</u>	<u>Excess Payment Balance</u>	<u>Principal Outstanding</u>
5/15/2010					6/1/2010			
10/15/2010					12/1/2010	-		2,695,000
5/15/2011	2,500	-	2,500		6/1/2011	-	2,500	2,692,500
10/15/2011	2,500	-	2,500	5,000	12/1/2011	-	5,000	2,690,000
5/15/2012	2,500	67,106	69,606		6/1/2012	41,850	32,756	2,687,500
10/15/2012	2,500	67,106	69,606	139,211	12/1/2012	41,850	60,511	2,685,000
5/15/2013	2,500	67,106	69,606		6/1/2013	41,850	88,267	2,682,500
10/15/2013	2,500	67,106	69,606	139,211	12/1/2013	56,850	101,022	2,680,000
5/15/2014	60,000	66,732	126,732		6/1/2014	41,625	186,129	2,620,000
10/15/2014	60,000	66,732	126,732	253,464	12/1/2014	161,625	151,236	2,560,000
5/15/2015	65,000	63,744	128,744		6/1/2015	39,825	240,155	2,495,000
10/15/2015	65,000	63,744	128,744	257,488	12/1/2015	169,825	199,074	2,430,000
5/15/2016	65,000	60,507	125,507		6/1/2016	37,875	286,706	2,365,000
10/15/2016	65,000	60,507	125,507	251,014	12/1/2016	167,875	244,338	2,300,000
5/15/2017	67,500	57,270	124,770		6/1/2017	35,925	333,183	2,232,500
10/15/2017	67,500	57,270	124,770	249,540	12/1/2017	170,925	287,028	2,165,000
5/15/2018	70,000	53,909	123,909		6/1/2018	33,900	377,037	2,095,000
10/15/2018	70,000	53,909	123,909	247,817	12/1/2018	173,900	327,045	2,025,000
5/15/2019	72,500	50,423	122,923		6/1/2019	31,800	418,168	1,952,500
10/15/2019	72,500	50,423	122,923	245,845	12/1/2019	176,800	364,290	1,880,000
5/15/2020	75,000	46,812	121,812		6/1/2020	29,625	456,477	1,805,000
10/15/2020	75,000	46,812	121,812	243,624	12/1/2020	179,625	398,664	1,730,000
5/15/2021	75,000	43,077	118,077		6/1/2021	27,375	489,366	1,655,000
10/15/2021	75,000	43,077	118,077	236,154	12/1/2021	177,375	430,068	1,580,000
5/15/2022	77,500	39,342	116,842		6/1/2022	25,125	521,785	1,502,500
10/15/2022	77,500	39,342	116,842	233,684	12/1/2022	180,125	458,502	1,425,000
5/15/2023	80,000	35,483	115,483		6/1/2023	22,800	551,185	1,345,000
10/15/2023	80,000	35,483	115,483	230,965	12/1/2023	182,800	483,867	1,265,000
5/15/2024	82,500	31,499	113,999		6/1/2024	20,400	577,466	1,182,500
10/15/2024	82,500	31,499	113,999	227,997	12/1/2024	185,400	506,064	1,100,000
5/15/2025	85,000	27,390	112,390		6/1/2025	17,925	600,529	1,015,000
10/15/2025	85,000	27,390	112,390	224,780	12/1/2025	187,925	524,994	930,000
5/15/2026	87,500	23,157	110,657		6/1/2026	15,375	620,276	842,500
10/15/2026	87,500	23,157	110,657	221,314	12/1/2026	190,375	540,558	755,000
5/15/2027	90,000	18,800	108,800		6/1/2027	12,663	636,695	665,000
10/15/2027	90,000	18,800	108,800	217,599	12/1/2027	192,663	552,832	575,000
5/15/2028	92,500	14,318	106,818		6/1/2028	9,783	649,867	482,500
10/15/2028	92,500	14,318	106,818	213,635	12/1/2028	194,783	561,902	390,000
5/15/2029	95,000	9,711	104,711		6/1/2029	6,730	659,883	295,000
10/15/2029	95,000	9,711	104,711	209,422	12/1/2029	196,730	567,864	200,000
5/15/2030	100,000	4,980	104,980		6/1/2030	3,500	669,344	100,000
10/15/2030	100,000	4,980	104,980	209,960	12/1/2030	203,500	570,824	-
2,695,000 1,562,724 4,257,724 4,257,724					3,686,900			

Exhibit C
City of Wayzata, Minnesota
Special Assessment Payments - Presbyterian Homes
Preliminary - Revised Allocation

Special Assessment Payments									
<u>Date</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>North Block</u>	<u>Superior Block</u>	<u>West Block</u>	<u>East Block</u>	<u>Plaza Block</u>	<u>Total Payment</u>	<u>Total Annual Payment</u>
5/15/2010									
10/15/2010									
5/15/2011	2,500	-	1,250	1,250				2,500	
10/15/2011	2,500	-	1,250	1,250				2,500	5,000
5/15/2012	2,500	67,106	34,803	34,803				69,606	
10/15/2012	2,500	67,106	34,803	34,803				69,606	139,211
5/15/2013	2,500	67,106	34,803	34,803				69,606	
10/15/2013	2,500	67,106	34,803	34,803				69,606	139,211
5/15/2014	60,000	66,732	63,366	63,366				126,732	
10/15/2014	60,000	66,732	63,366	63,366				126,732	253,464
5/15/2015	65,000	63,744	42,915	42,915	42,915			128,744	
10/15/2015	65,000	63,744	42,915	42,915	42,915			128,744	257,488
5/15/2016	65,000	60,507	41,836	41,836	41,836			125,507	
10/15/2016	65,000	60,507	41,836	41,836	41,836			125,507	251,014
5/15/2017	67,500	57,270	24,954	24,954	24,954	24,954	24,954	124,770	
10/15/2017	67,500	57,270	24,954	24,954	24,954	24,954	24,954	124,770	249,540
5/15/2018	70,000	53,909	24,782	24,782	24,782	24,782	24,782	123,909	
10/15/2018	70,000	53,909	24,782	24,782	24,782	24,782	24,782	123,909	247,817
5/15/2019	72,500	50,423	24,585	24,585	24,585	24,585	24,585	122,923	
10/15/2019	72,500	50,423	24,585	24,585	24,585	24,585	24,585	122,923	245,845
5/15/2020	75,000	46,812	24,362	24,362	24,362	24,362	24,362	121,812	
10/15/2020	75,000	46,812	24,362	24,362	24,362	24,362	24,362	121,812	243,624
5/15/2021	75,000	43,077	23,615	23,615	23,615	23,615	23,615	118,077	
10/15/2021	75,000	43,077	23,615	23,615	23,615	23,615	23,615	118,077	236,154
5/15/2022	77,500	39,342	23,368	23,368	23,368	23,368	23,368	116,842	
10/15/2022	77,500	39,342	23,368	23,368	23,368	23,368	23,368	116,842	233,684
5/15/2023	80,000	35,483	23,097	23,097	23,097	23,097	23,097	115,483	
10/15/2023	80,000	35,483	23,097	23,097	23,097	23,097	23,097	115,483	230,965
5/15/2024	82,500	31,499	22,800	22,800	22,800	22,800	22,800	113,999	
10/15/2024	82,500	31,499	22,800	22,800	22,800	22,800	22,800	113,999	227,997
5/15/2025	85,000	27,390	22,478	22,478	22,478	22,478	22,478	112,390	
10/15/2025	85,000	27,390	22,478	22,478	22,478	22,478	22,478	112,390	224,780
5/15/2026	87,500	23,157	22,131	22,131	22,131	22,131	22,131	110,657	
10/15/2026	87,500	23,157	22,131	22,131	22,131	22,131	22,131	110,657	221,314
5/15/2027	90,000	18,800	21,760	21,760	21,760	21,760	21,760	108,800	
10/15/2027	90,000	18,800	21,760	21,760	21,760	21,760	21,760	108,800	217,599
5/15/2028	92,500	14,318	21,364	21,364	21,364	21,364	21,364	106,818	
10/15/2028	92,500	14,318	21,364	21,364	21,364	21,364	21,364	106,818	213,635
5/15/2029	95,000	9,711	20,942	20,942	20,942	20,942	20,942	104,711	
10/15/2029	95,000	9,711	20,942	20,942	20,942	20,942	20,942	104,711	209,422
5/15/2030	100,000	4,980	20,996	20,996	20,996	20,996	20,996	104,980	
10/15/2030	100,000	4,980	20,996	20,996	20,996	20,996	20,996	104,980	209,960
	2,695,000	1,562,724	1,080,411	1,080,411	811,968	642,467	642,467	4,257,724	4,257,724

RESOLUTION NO. 47-2011

RESOLUTION APPROVING GENERAL PLAN PUD AMENDMENT, AT THE WAYZATA BAY CENTER

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

Section 1. BACKGROUND

1.1 Development Application. Wayzata Bay Redevelopment Company (the "Applicant") has submitted a development application (the "Application") requesting approval of an amendment (the "Amendment") to their approved PUD to convert the West Block of the Wayzata Bay Center redevelopment project (the "Project") from all conventional housing (condominium homes or rental apartments) to a senior independent living housing and conventional housing mix on the upper stories of the building (stories 2-4). The mix of housing is for no more than 75% senior independent living, with the balance conventional housing. The ground floor retail component will remain as previously approved. The Applicant received General Plan PUD approval in 2008 via Resolutions No. 25-2008.

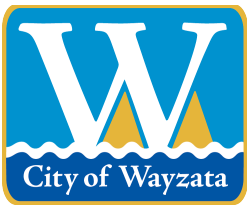
1.2 Legal Description. The property identification numbers and owner of the Property are:

801 Lake Street East	06-117-22-41-0036	Wayzata Bay Redevelopment Company LLC
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1.3 Land Use. The Property is located within a PUD District, Planned Unit Development District, as defined in Section 801.33 of the Wayzata Zoning Ordinance. The Property is guided for Downtown Mixed Use District in the Wayzata Comprehensive Plan. The Property is located within the Shoreland Overlay District, as defined in Section 801.91 of the Wayzata Zoning Ordinance.

1.4 Notice. Notice of a public hearing on the Application was published in the Lakeshore Weekly on October 25, 2011. A copy of the notice was also mailed to all property owners located within 350 feet of the Property on October 28, 2011.

1.5 Planning Commission Action. A public hearing on the Application was held at the Planning Commission's November 7, 2011 meeting at which the Planning Commission voted four (4) in favor and one (1) opposed to adopt findings and recommend that the City Council deny the Amendment requested in the Application.



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 6.e.
TITLE: Consider the Development Application for a Planned Unit Development Concept Plan at 215 Walker Ave N	
PREPARED BY: PeggySue Imihy, Planning Consultant	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: September 27, 2019 (120 day extension)	

BACKGROUND:

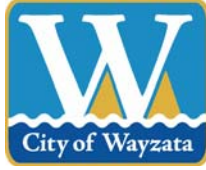
The applicant, Walker Partners Limited Partnership, and the property owner, RE Clark Land Invest LLC, have submitted a development application to redevelop the properties at 545 Indian Mount E and 215 Walker Ave S. The applicant is proposing to demolish the existing building on the site, and construct eight, two story townhomes. The application requests review of a concept plan for a Planned Unit Development. The staff report and application materials are attached.

ACTION REQUESTED:

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

ATTACHMENTS:

1. 2019-07-10_PC Report_ 215 Walker



**Staff Report
July 1, 2019**

Project Name: 215 Walker Townhomes
Applicant: Walker Partners Limited Partnership
Addresses of Request: 545 Indian Mound E. and 215 Walker Ave S.
Prepared by: PeggySue Imihy, Planning Consultant
“60 Day” Deadline: September 27, 2019 (120 day extension)

Development Application

Introduction

The applicant, Walker Partners Limited Partnership, and the property owner, RE Clark Land Invest LLC, have submitted a development application to redevelop the properties at 545 Indian Mound E and 215 Walker Ave S. The applicant is proposing to demolish the existing building on the site, and construct eight, two story townhomes. The application requests review of a concept plan for a Planned Unit Development.

Application Requests

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

- A. Planned Unit Development Concept Plan: An applicant can submit an application to explain the general intent of the application by Section 933.05.B.1. of the zoning ordinance. Should concept approval be granted, this approval in no way shall bind the City to subsequent approval of General Plan of Development.

Following the concept plan review, the applicant will be required to apply for the following applications:

1. Shoreland Impact Plan/ Conditional Use Permit: The applicant believes they will need to exceed the allowable impervious surface limit of 25%.
2. General Plan for a Planned Unit Development: The applicant will need to return to the Planning Commission at a later date with a complete plan for a Planned Unit Development.
3. Rezoning: The applicant will need to apply for a rezoning from C-1: Office and Limited Commercial to PUD – Planned Unit Development.

4. Preliminary and Final Plat: The applicant will need to submit a preliminary and final plat to combine the two parcels in to one lot.

Property Information

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

Address	PID	Owner
215 Walker Ave S	06-117-22-24-0105	Walker Partners Ltd. Partnership
545 Indian Mound E	06-117-22-24-0067	RE Clark Land Invest LLC

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

Current zoning:	C-1 Office and Limited Commercial District
Comp Plan designation:	Mixed Use Commercial
Overlay districts:	S/Shoreland Overlay District

Project Location

The property is located on the northeast corner of Indian Mound E and Walker Ave S:

Map 1: Project Location



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	Residential	PUD / Planned Unit Development	High Density Multi Family
East	Wayzata City Hall	INS / Institutional	Institutional
South	Residential	C-4 / Central Business District	High Density Multi Family
West	Residential	PUD / Planned Unit Development	Mixed Use Commercial

Map 2: Adjacent Land Uses

Zoning



Comp Plan Land Use Designation



Public Hearing Notice

The public hearing notice was published in the *Wayzata Lakeshore Weekly* on June 21, 2019. The public hearing notice was also mailed to all property owners located within 500 feet of the subject property on June 21, 2018.

Project Overview

The proposed project includes demolition of the existing commercial building on the property, and construction of a new two-story, attached townhome development with eight (8) townhomes. Two of the homes would face Indian Mound E, while the other 6 would have front yards along Walker Ave N. The development would have a private driveway to access the garages which are located to the rear of the homes with a rain garden located between the driveway and the western property line.

The property of the proposed development slopes lower as you move from south to north along Indian Mound E. The individual units will be step down from north to south creating

individual front elevations. The ownership of the units has not been finalized, but the application is exploring to create lot lines at the boundary of the space occupied by the eight individual units and then the remaining land surrounding the units would be under common ownership. If that is the ownership method, then the height of the individual units can be calculated using the average grade around each unit.

Analysis of Application

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

Comprehensive Plan

2030 Comprehensive Plan: The Comprehensive Plan land use designation for the subject property is Mixed Use Business District. The Comprehensive Plan includes the following discussion for the Mixed Use Business District:

Maintain and enhance these areas for primarily residential uses, while allowing the integration of limited retail, commercial, and office uses.

2040 Comprehensive Plan: The 2040 land use designation will be Mixed Use Commercial/Residential which says that a single land use is allowed on an individual project provided that the intent is to have a mixed of uses on the block level basis.

Zoning

The property is currently zoned C-1 and is located within the shoreland overlay district. The following table outlines the zoning standards for the C-1, PUD, and shoreland overlay districts:

	C-1 Zoning	Shoreland Overlay District	PUD	Proposed PUD
Height (max.)	3 stories and 35 feet, whichever is less	35 feet	3 stories and 35 feet, whichever is less	<u>Proposed Plan</u>
Floor Area Ratio (max.)	2.0	None	None	TBD
Impervious Surface (max.)	None	25% 75% with stormwater management 100% with shoreland impact plan/CUP	None	57.5%*

Property Line Setbacks (min.)	All directions: 10ft.	None	Same as underlying zoning district	North: TBD ft. East: TBD ft. South: TBD ft. West TBD ft.
Lot Area (min.)	9,000 sq. ft.	Same as underlying zoning district	None	32,625 sq. ft
Required Open Space	None	30% of the area shall be preserved for open space in a PUD	None	Not calculated**

*shoreland impact plan/conditional use permit to be requested at a later project phase

**The applicant will need to show that 30% of the area is open space, or request a variance to this provision of City Ordinance

TBD: To be determined during the PUD General Plan review.

Parking:

The City's parking ordinance establishes the minimum number of parking stalls that must be provided in a development based on the uses in the building. For townhomes, the developer must provide two (2) spaces for every one (1) unit. The application currently shows that these parking spaces will be adequately supplied with the garages and driveways located behind the homes.

Action Steps

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

Attachments

Proposed Plans and Narrative

Applicable Code Provisions for Review

Comprehensive Plan

The Comprehensive Plan land use designation for the subject property is Mixed Use Business District. The objective of the Mixed Use Business District land use category is to promote a diversity of retail, office, service, and residential land uses at a high level of development quality to enhance it as a regional destination. The Comprehensive Plan includes the follow "1st Tier" priorities for the Mixed Use Business District:

- 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.

Purpose of PUDs: Section 933.01 of the Zoning Ordinance provides for the establishment of Planned Unit Developments to allow greater flexibility in the development of neighborhoods and/or non-residential areas by incorporating design modifications as part of a PUD conditional use permit or a mixture of uses when applied to a PUD District. The PUD process, by allowing deviation from the strict provisions of the Zoning Ordinance related to setbacks, lot area, width and depth, yards, etc., is intended to encourage:

- A. Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and

- placement of structures and by the conservation and more efficient use of land in such developments.
- B. Higher standards of site and building design through the use of trained and experienced land planners, architects, landscape architects, and engineers.
 - C. More convenience in location and design of development and service facilities.
 - D. The preservation and enhancement of desirable site characteristics such as natural topography and geologic features and the prevention of soil erosion.
 - E. A creative use of land and related physical development which allows a phased and orderly development and use pattern.
 - F. An efficient use of land resulting in smaller networks of utilities and streets thereby lower development costs and public investments.
 - G. A development pattern in harmony with the objectives of the Wayzata Comprehensive Plan. (PUD is not intended as a means to vary applicable planning and zoning principles.)
 - H. A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the City.

PUD General Standards. Section 933.02 sets forth the general standards for review of a PUD application. These are:

1. Review. In its review of any application under this Section, the City Council shall consider comments on the application of those persons appearing before the Council, the report and recommendations of the Planning Commission, the recommendations of the Design Review Board and any staff report on the application. The Council also shall evaluate the effects of the proposed project upon the health, safety and welfare of residents of the community and the surrounding area and shall evaluate the project's conformance with the overall intent and purpose of this Section. If the Council determines that the proposed project will not be detrimental to the health, safety and welfare of residents of the community and the surrounding area and that the project does conform with the overall intent and purpose of this Section, it may approve a PUD permit, although it shall not be required to do so.
2. Ownership. An application for a PUD District or conditional use permit approval must be filed by the land owner or jointly by all land owners of the property included in a project. The application and all submissions must be directed to the development of the property as a unified whole. In the case of multiple ownership, the approved Final Plan shall be binding on all owners.
3. Comprehensive Plan Consistency. The proposed PUD shall be consistent with the City Comprehensive Plan.

4. Sanitary Sewer Plan Consistency. The proposed PUD shall be consistent with the City Comprehensive Sewer Plan and shall not create a discharge which is in excess of the City's assigned regional limitations.
5. Common Open Space. Common private or public open space and facilities at least sufficient to meet the minimum requirements established in the Comprehensive Plan and such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the residents of the PUD shall be provided within the area of the PUD development.
6. Operating and Maintenance Requirements for PUD Common Open Space Facilities. Whenever common private or public open space or service facilities are provided within the PUD, the PUD plan shall contain provisions to ensure the continued operation and maintenance of such open space and service facilities to a predetermined reasonable standard. Common private or public open space and service facilities within a PUD may be placed under the ownership of one or more of the following, as approved by the City Council.
 - a) Dedicated to public, where a community-wide use is anticipated and the City Council agrees to accept the dedication.
 - b) Landlord control, where only use by tenants is anticipated.
 - c) Property Owners Association, provided all of the following conditions are met:
 - 1) Prior to the use or occupancy or sale or the execution of contracts for sale of an individual building unit, parcel, tracts, townhouse, apartment, or common area, a declaration of covenants, conditions and restrictions or an equivalent document or a document such as specified by Laws 1963, Chapter 457, Section 11 and a set of floor plans such as specified by Laws 1963, Chapter 457, Section 13 shall be filed with the City of Wayzata, said filing with the City to be made prior to the filings of said declaration or document or floor plans with the recording officers of the County.
 - 2) The declaration of covenants, conditions and restrictions or equivalent document shall specify that deeds, leases or documents of conveyance affecting buildings, units, parcels, tracts, townhouses, or apartments shall subject said properties to the terms of said declaration.
 - 3) The declaration of covenants, conditions and restrictions shall provide that an owner's association or corporation shall be formed and that all owners shall be members of said association or corporation which shall maintain all properties and common areas in good repair and which shall assess individual property owners proportionate shares of joint or common costs. This declaration shall be subject to the review and approval of the City Attorney. The intent of this requirement is to protect the property values of the individual owner through establishing private control.

- 4) The declaration shall additionally amongst other things, provide that in the event the association or corporation fails to maintain properties in accordance with the applicable rules and regulations of the City of Wayzata or fails to pay taxes or assessments on properties as they become due and in the event the said City of Wayzata incurs any expenses in enforcing its rules and regulations, which said expenses are not immediately reimbursed by the association or corporation, then the City of Wayzata shall have the right to assess each property its prorated share of said expenses. Such assessments, together with interest thereon and costs of collection, shall be a lien on each property against which each such assessment is made.
 - 5) Membership must be mandatory for each owner, and any successive buyer.
 - 6) The open space restrictions must be permanent and not for a given period of years.
 - 7) The association must be responsible for liability insurance, local taxes, and the maintenance of the open space facilities deeded to it.
 - 8) Property owner must pay their prorated share of the cost of the association by means of an assessment to be levied by the association which meets the requirements for becoming a lien on the property in accordance with Minnesota Statutes.
 - 9) The association must be able to adjust the assessment to meet changed needs.
7. Staging of Public and Common Open Space. When a PUD provides for common private or public open space, and is planned as a staged development over a period of time, the total area of common or public open space or land escrow security in any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire PUD as the stages or units completed or under development bear to the entire PUD.
8. Density.
 - a) The maximum allowable density in a PUD District shall be determined by standards negotiated and agreed upon between the applicant and the City. In all cases, the negotiated standards shall be consistent with the development policies as contained in the Wayzata Comprehensive Plan. Whenever any PUD is to be developed in stages, no such stage shall, when averaged with all previously completed stages, have a residential density that exceeds 125 percent of the proposed residential density of the entire PUD.
 - b) There shall be no density variation from the standards applied in an applicable zoning district for PUD conditional use permits.
9. Utilities. In any PUD, all utilities, including telephone, electricity, gas and telecable shall be installed underground.

10. Utility Connections.

- a) Water Connections. Where more than one property is served from the same service line, individual unit shut off valves shall be provided as required by the City Engineer.
- b) Sewer Connections. Where more than one unit is served by a sanitary sewer lateral which exceeds 300 feet in length, provision must be made for a manhole to allow adequate cleaning and maintenance of the lateral. All maintenance and cleaning shall be the responsibility of the property owners association or owner.

11. Roadways. All streets shall conform to the design standards contained in the Wayzata Subdivision Regulations unless otherwise approved by the City Council.

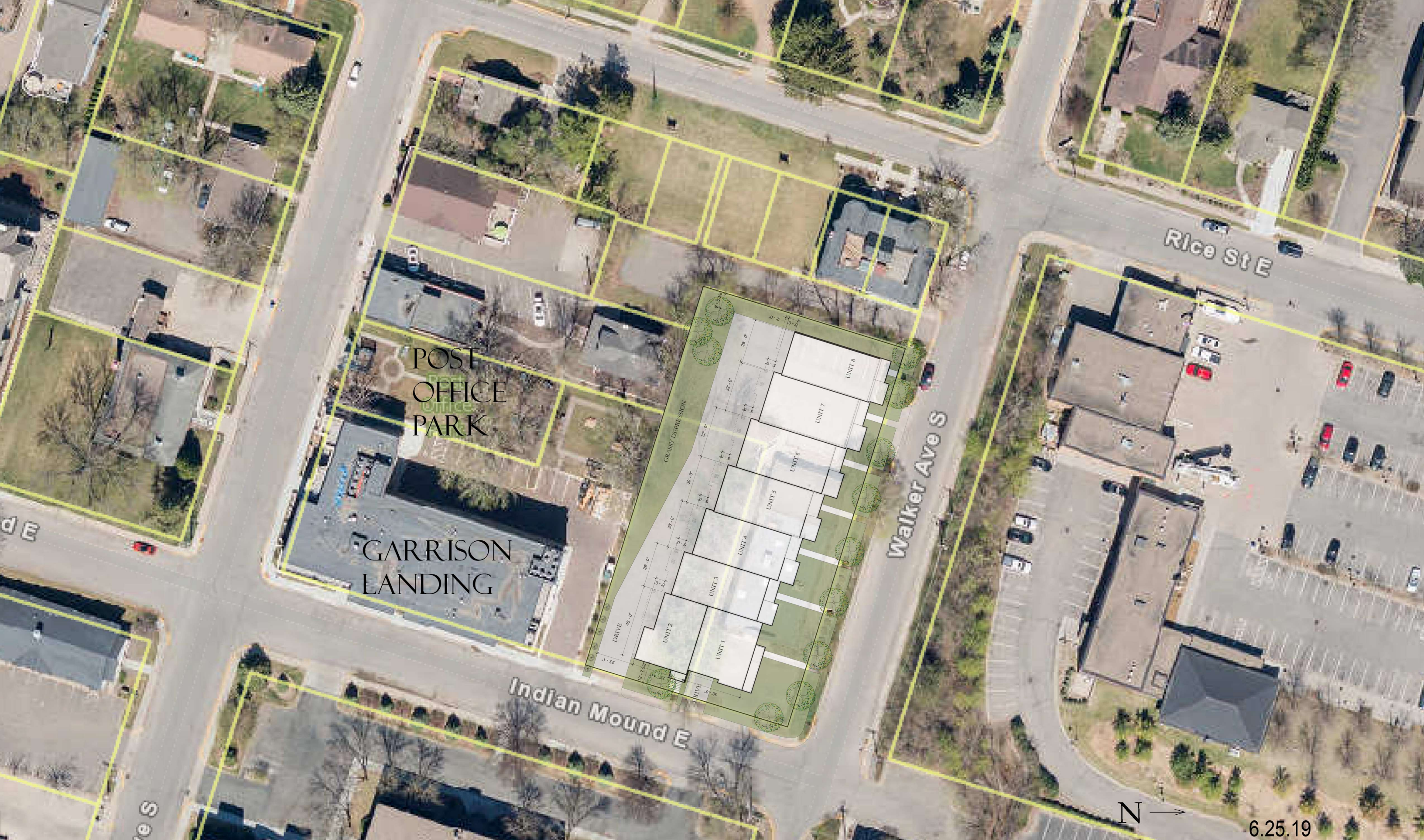
12. Landscaping. In any PUD, landscaping shall be provided according to a plan approved by the City Council, which shall include a detailed planting list with sizes and species indicated as part of the Final Plan. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structure and the overall scheme of the PUD plan.

13. Setbacks.

- a) The front, rear and side yard restrictions on the periphery of the Planned Unit Development site at a minimum shall be the same as imposed in the underlying districts, if a PUD condition use permit, or the previous zoning district, if a PUD District.
- b) No building shall be located less than 15 feet from the back of the curb line along those roadways which are part of the internal street pattern.
- c) No building within the project shall be nearer to another building than one-half the sum of the building heights of the two buildings.
- d) In PUD Districts that were zoned commercial prior to PUD and exceed 13 acres, the allowable setbacks shall be as negotiated and agreed upon between the applicant and the City.

14. Height.

- a) The maximum building height within a PUD District shall be 35 feet and three stories, whichever is lesser.
- b) There shall be no deviation from the height standards applied within the applicable zoning districts for PUD conditional use permits.
- c) In PUD Districts that were zoned commercial prior to PUD and exceed 13 acres, the maximum allowable height shall be as negotiated and agreed upon between the applicant and the City.



POST
OFFICE
PARK

GARRISON
LANDING

Walker Ave S

Rice St E

Indian Mound E

N →

6.25.19



Minnetonka Ave S

POST
OFFICE
PARK

GARRISON
LANDING

Indian Mound E

GRASSY DEPRESSION

UNIT 2

UNIT 1

UNIT 3

UNIT 4

UNIT 5

UNIT 6

UNIT 7

UNIT 8

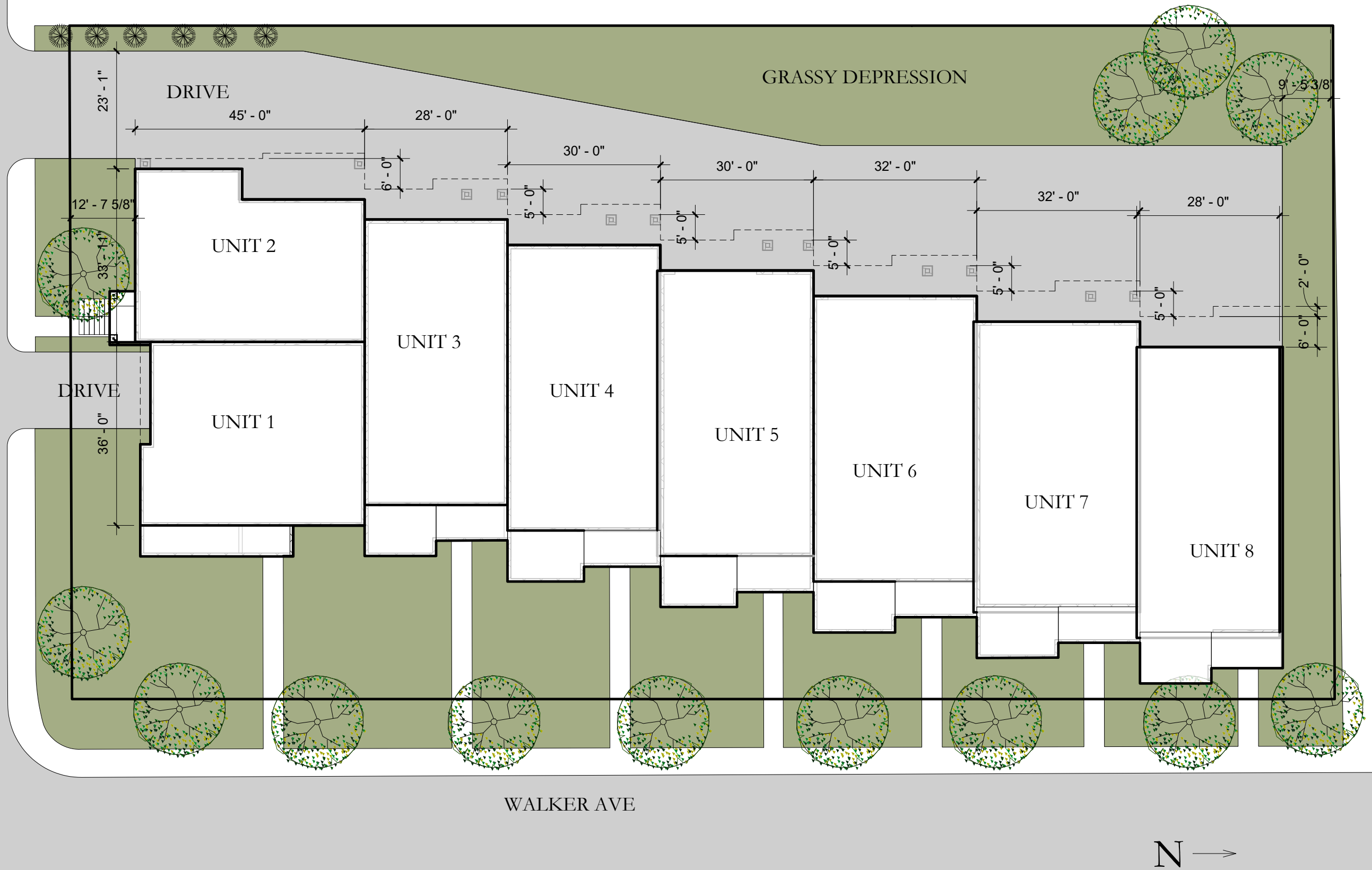
N →

Walker Ave S

6.25.19



INDIAN MOUND EAST



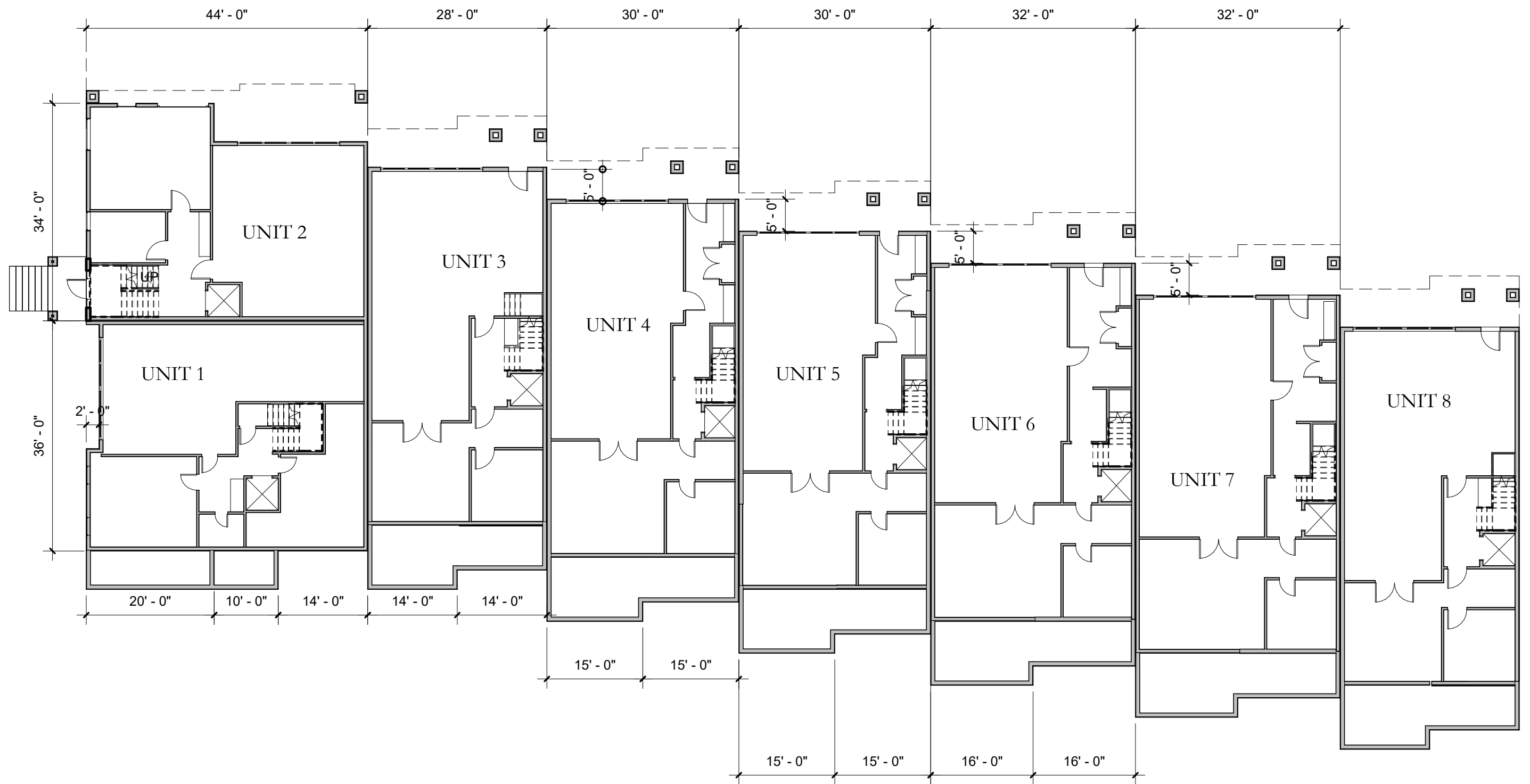
SITE PLAN SCALE: 1" = 20'-0"

6.25.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

WALKER PARTNERS LTD.



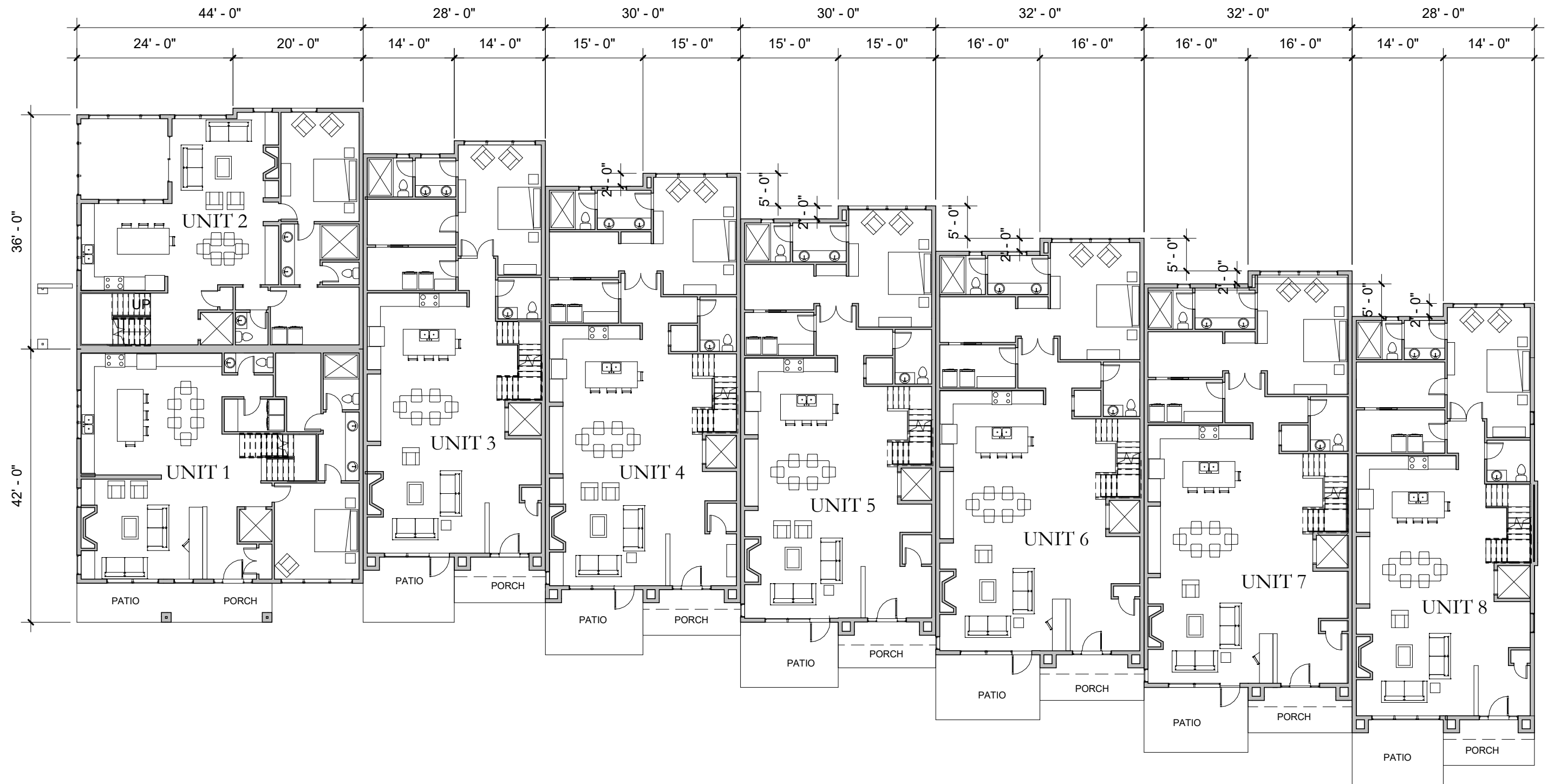
GARAGE LEVEL PLAN
SCALE: 1/16"=1'-0"

6.19.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

WALKER PARTNERS LTD.



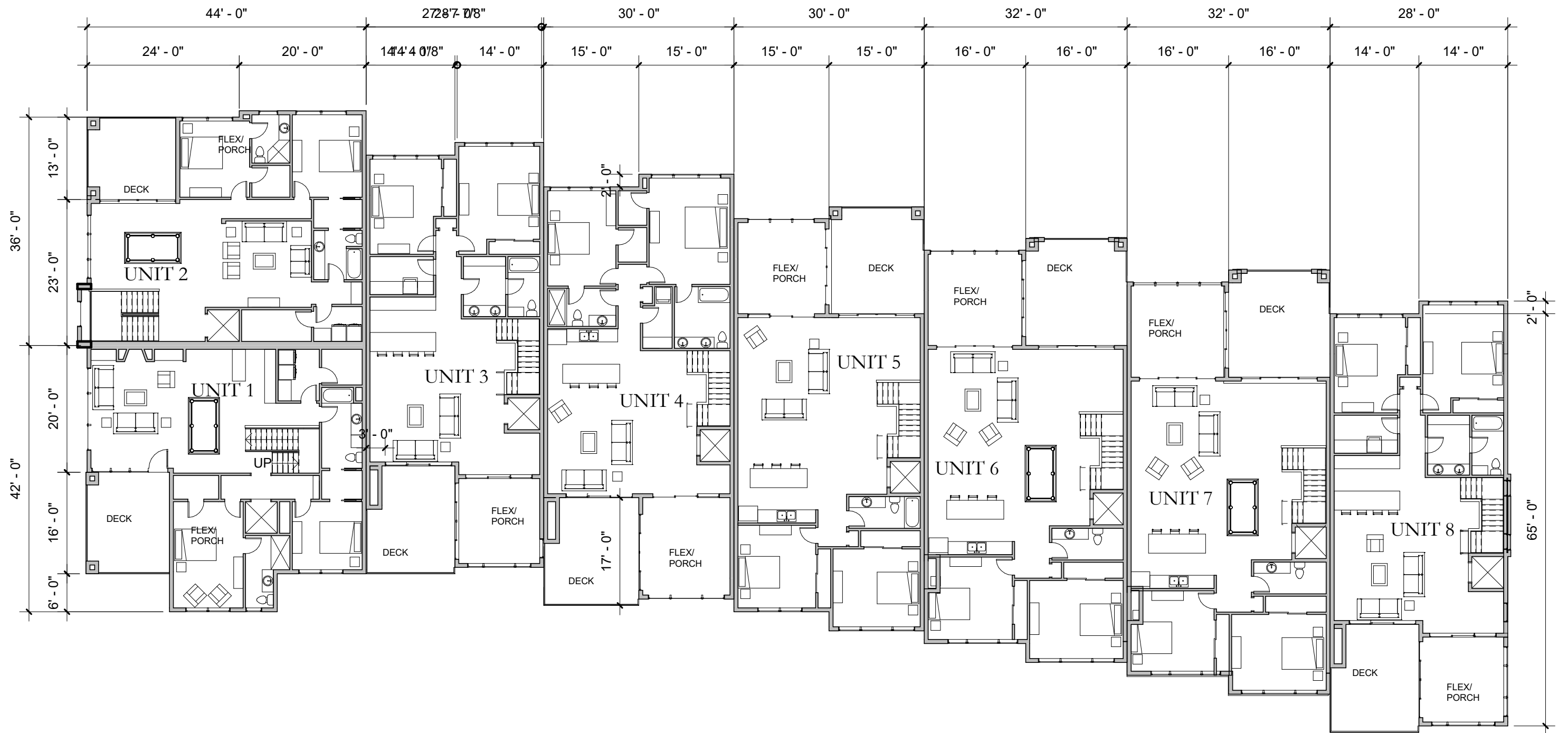
MAIN LEVEL PLAN
SCALE: 1/16"=1'-0"

6.19.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

WALKER PARTNERS LTD.



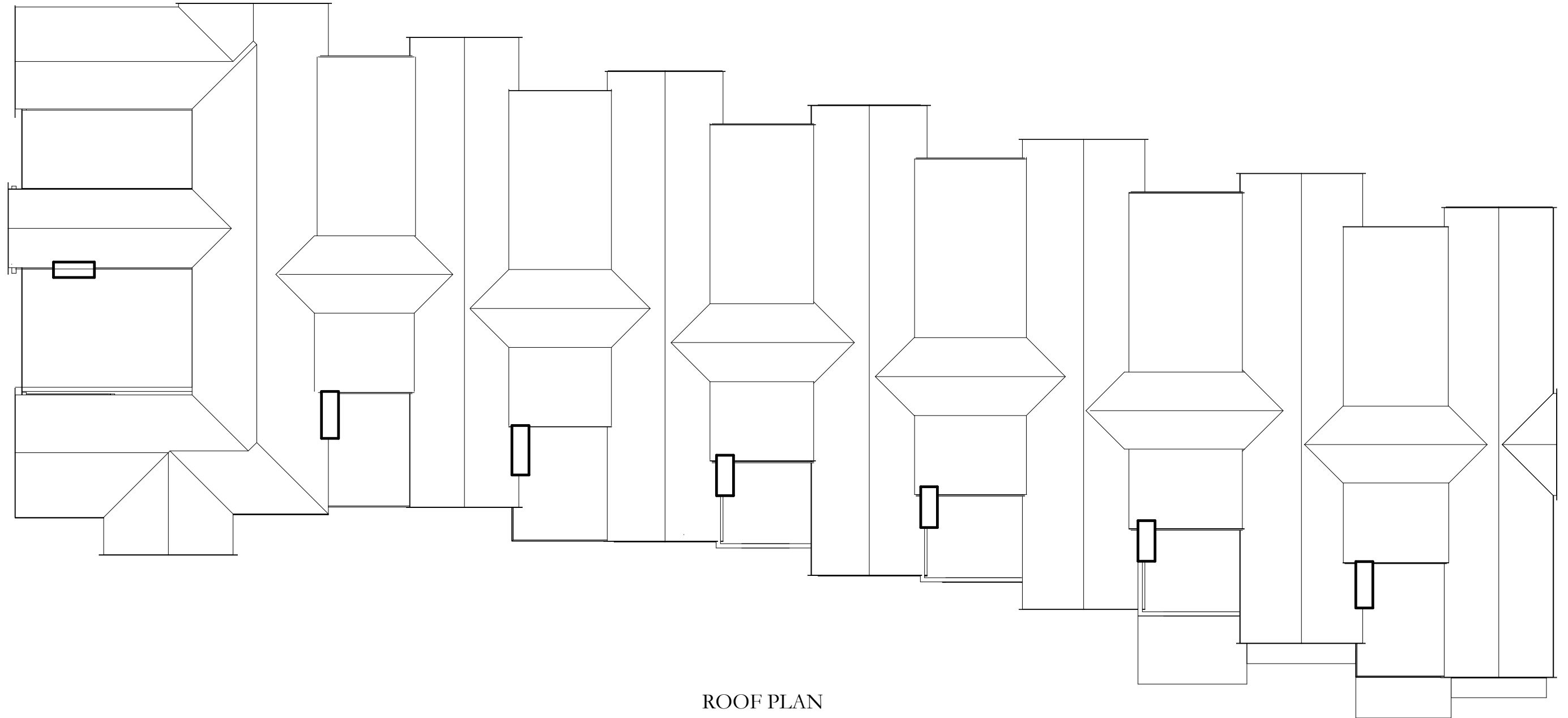
SECOND LEVEL PLAN
SCALE: 1/16"=1'-0"

6.19.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

WALKER PARTNERS LTD.



ROOF PLAN
SCALE: 1/16"=1'-0"

6.19.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

WALKER PARTNERS LTD.



EAST ELEVATION SCALE: 1/16" = 1'-0"



WEST ELEVATION SCALE: 1/16" = 1'-0"



SOUTH ELEVATION SCALE: 1/16" = 1'-0"



NORTH ELEVATION SCALE: 1/16" = 1'-0"

6.19.19



PERSPECTIVE VIEW FROM SOUTHEAST

6.19.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

WALKER PARTNERS LTD.



PERSPECTIVE VIEW FROM SOUTHWEST

6.19.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

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PERSPECTIVE VIEW FROM SOUTHEAST

6.19.19

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WALKER PARTNERS LTD.



PERSPECTIVE VIEW FROM NORTHEAST

6.19.19

WHITTEN ASSOCIATES, INC.

215 WALKER, WAYZATA, MN

WALKER PARTNERS LTD.

Introduction:

The Hickok family has owned the existing office building in the northwest corner of Walker Ave. and Indian Mound Rd. (545 Indian Mound East) since the early 1970's. The current building tenant is moving out early next year. Due to the age of the building and the obsolete design, including a low ceiling height, we decided to re-develop the building. After analyzing a number of uses for the site and current market conditions we concluded that having it remain as office use was not the highest and best use for the property. We determined that the highest and best use would be a two story eight-unit townhome with rear tuck under parking. We also decided to purchase the vacant .25 acre parcel just to our west from Ron Clark squaring off the "L" shaped site and providing us with approximately .77 acres to work with. We have been in discussions with City Planning staff since December of 2018 on a concept plan for the site, and are now submitting a formal application for the project.

General Description of Project:

As we evaluated the best use for our initial site (545 Indian Mound East), we recognized several challenges to re-developing the site including that the site was "L" shaped and had a north-south elevation change along Walker Ave. of 14 ft. We evaluated numerous layouts for the "L" shaped site, and none of them fit the goal we were trying to achieve. To overcome the challenge of an "L" shaped lot, we decided to negotiate the purchase of Lot 6, Block 5, Wayzata Revised, that is owned by Ron Clark and had received approval for 5 condominium units and to combine both parcels into one lot. To address the 14 ft north-south elevation change, we were able to adjust the lower floor elevation of each townhome by approximately 2 feet to allow each unit to have an entry sidewalk generally level with Walker Ave.

Approvals requested:

The property is currently zoned C1 (Office-Limited Commercial) and Guided Mixed Use Commercial.

We are requesting a Lot Combination to combine Lot 1, Block 1 Walker 215 Addition and Lot 6, Block 5 Wayzata Revised into one lot, a Planned Unit Development to allow the commercial component to be waived. This would be consistent with the current direction that the 2040 Comprehensive plan is taking to allow mixed uses as being single uses within a mixed use zone vs every single parcel needing more than one use. We will most likely also need some flexibility on the impervious surface coverage within 1,000 feet of Lake Minnetonka. This would be defined in more detail as part of the Shoreland CUP that will be submitted in the development stage materials.

Architecture:

The proposed eight townhomes are two stories of living space over a below grade independent garage and basement level. The townhomes are 'staggered' as they step up the hill of Walker Ave. This creates a more independent front elevation and connection to Downtown Wayzata. Seven of the townhomes have garage access from a private drive along the west side of the property. One townhome has its garage access direct from Indian Mound East. All garages are oversized with a minimum of 2 car plus parking, most garages include parking for 3 or 4 cars. The main level of each townhome has a front door with direct access to a sidewalk along either Walker Ave. or Indian Mound East.

The two-story townhomes roof structures are mainly 'gable' elements with some flat roof sections to be determined by buyer choices. The overall height does not propose to exceed the 35' maximum allowed.

Exterior materials:

The base of the foundation is cut stone. The upper levels are 'board and batten' panels and 'lap' siding. The roof shingles are Architectural asphalt shingles. It is anticipated that each townhome's exterior will include unique detail as the floor plans will have opportunity for customization.

Buyer Options:

Buyer will have a choice of a variety of floor plans including Owner's Suites on the main level. The upper levels can include options for a porch and a covered or open deck. The buyer may also choose an individual roof deck.

Public Benefits:

- Create an opportunity for eight new families to have a home within easy walking distance of the amenities and business along Lake Street.
- Provide a more attractive streetscape along the west side of Walker Ave between Rice Street and Indian Mound East.
- A reduction in traffic in that an eight-unit townhome will generate significantly less traffic than the existing office building

Parking:

Each town home would have inside parking space for either three or four cars, which could include guest parking. General parking is also available along the west side of Walker Ave.

Storm Water Treatment and Site Drainage:

We are proposing using pervious pavers for the driveway west of the building and the one drive area off of Indian Mound East. We are also proposing a storm water collection area on the west side of the driveway. We will be working with city staff and the Watershed District to determine the most effective means to improve storm water management from the site.

Relationship of the 2030 Comprehensive Plan:

We believe our project would achieves many of the visions and priorities for the current Comprehensive Plan. Below is our review and comments related to the 2030 Comprehensive plan.

Preserve and enhance Wayzata's "small town" character

- Scale, walkability, land use patterns, street and boulevard character
Having single family attached homes a block off of Lake Street will improve the scale, walkability and street character along both Walker Ave. and Indian Mound East.

Family orientation

- The physical environment is built to allow for the development of cultural and social activities that provide the opportunity for social engagement.

Having eight new families close into the downtown area, each with a front porch/entry off of the street and balconies with active use by the home owners and their guests will improve the feel of the area over a fairly bland office building.

Maintain and enhance the diversity of housing options

- Continue to recognize housing diversity is a community asset, and address the need and opportunities for life cycle housing

We have received feedback from a number of potential buyers that they really appreciate the option to be able to purchase a single family home close to the center of downtown rather than limited to a condominium or senior rental housing option.

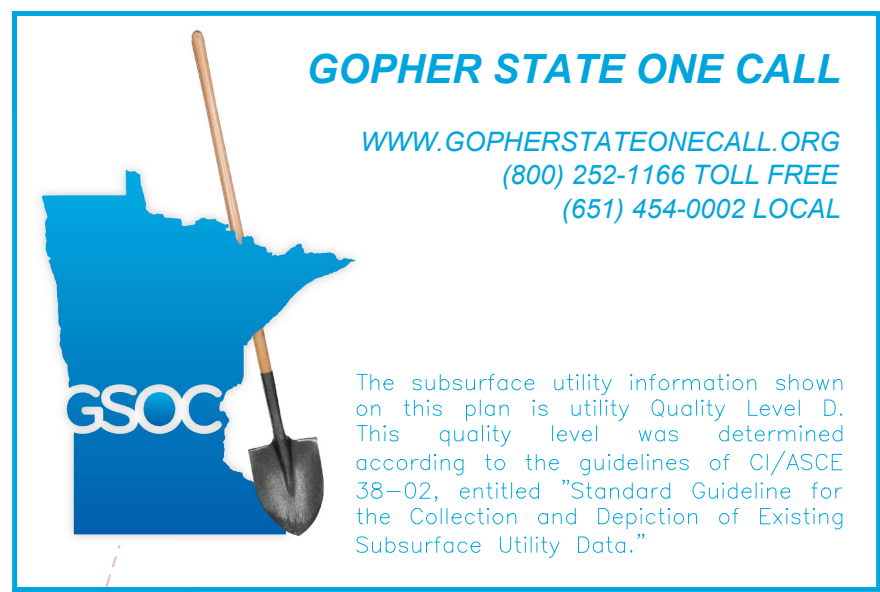
A connected community

- Build physical and psychological connections between all residential neighborhoods, business areas, and links to other recreational amenities

With the project being so connected to the downtown area, new Lake Effect amenities and the Wayzata Beach/Shaver Park area the project obviously meets this portion of the Comprehensive Plan.

SITE INFORMATION

TOTAL SITE AREA	=	32,701 sq-ft
Existing Impervious Area	=	15,842 sq-ft
Existing Pervious Area	=	16,859 sq-ft
Proposed Impervious Area	=	17,025 sq-ft
• Building	=	16,821 sq-ft
• Retaining wall	=	204 sq-ft
Proposed Pervious Area	=	15,676 sq-ft
• Porous Paver Driveway & sidewalks	=	7,915 sq-ft
• Green Space	=	7,761 sq-ft
Net INCREASE in Impervious Area	=	1,183 sq-ft



1. Implement sediment control practices in order to minimize sediment from entering surface waters, including curb and gutter systems and storm drain inlets.
2. Install all temporary or permanent sediment control measures including silt fence at perimeter of construction, bio-logs at driveway, sediment filters, silt socks, and sedimentation basins prior to beginning site clearing, grading, or other land-disturbing activity. Protect all storm sewer inlets that receive runoff from disturbed areas.
3. Establish sediment control practices on all down gradient perimeters before any up gradient land disturbing activities begin. These practices must remain in place until final stabilization has been established.
4. The timing of the installation of sediment control practices may be adjusted in order to accommodate short-term activities, but sediment control practices must be installed before the next precipitation event even if the short-term activity is not complete.

**CIVIL AND ENVIRONMENTAL
ENGINEERING SERVICES**
10830 NESBITT AVENUE SOUTH
BLOOMINGTON, MINNESOTA 55437
(952) 881-3344 TELEPHONE
(952) 881-1913 FAX
www.sundecivil.com

WAYZATA, MN

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.

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.

INFORMATION:

DRAWN BY: kd

APPROVED BY: bhm

DATE: 05-03-2019

DESCRIPTION:

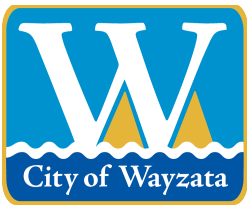
STORMWATER MANAGEMENT PLAN

C1

1 of 2

CONSTRUCTION SEQUENCE	
1	Delineate the location of areas not to be disturbed (e.g. with flags, stakes, signs, silt fence, etc.) before work begins.
2	Establish sediment control practices on all down gradient perimeters before any up gradient land disturbing activities begin. These practices shall remain in place until final stabilization has been established.
3	Install all perimeter sediment control devices and construction entrances. The timing of the installation of sediment control practices may be adjusted in order to accommodate short-term activities, but sediment control practices must be installed before the next precipitation event even if the short-term activity is not complete.
4	Contact the City for approval of the sediment control devices.
5	Rough grade the site.
6	Install utilities.
7	Install pavements.
8	Install lawn and landscape.
9	Restore all disturbed areas.
10	Clean all storm sewer and conveyance systems.
11	After all disturbed areas are stabilized, obtain approval from the City and/or Watershed District.
12	Remove all temporary sediment control devices.

1. Delineate the location of areas not to be disturbed (e.g. with flags, stakes, signs, silt fence, etc.) on the development site before work begins.
2. Avoid removal of trees and surface vegetation wherever possible. Schedule construction in order to expose the smallest practical area of soil at any given time. Implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion.
3. Following initial soil disturbance or redistribution, complete permanent or temporary stabilization against erosion due to rain, wind, and running water as soon as possible, but in no case later than 14 calendar days, on all disturbed or graded areas including stormwater management pond sideslopes. This requirement does not apply to those areas that are currently being used for material storage or for those areas on which grading, site building, or other construction activities are actively underway.
4. Provide temporary grass seed cover on all topsoil stockpiles and other areas of stockpiled excavated material in order to prevent soil erosion and rapid runoff during the construction period. Prolonged periods of open, bare earth without grass cover will not be permitted. Stabilize all disturbed greenspace areas with a minimum of 4" topsoil immediately after final subgrade completion. Seed and mulch, or sod and stake these areas within 48 hours after completion of final grading work (weather permitting).
5. Stabilize all disturbed areas to be paved using early application of gravel base.
6. Apply necessary moisture to the construction area in order to prevent the spread of dust.
7. In areas to be permanently stabilized, landscape with decorative rock, plantings, and sod. Refer to the approved Landscape Plan for design and details.



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 7.a.
TITLE: Review of Development Activities	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: N/A	

BACKGROUND:

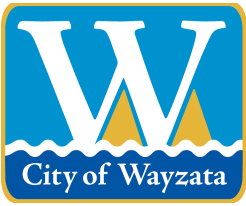
Staff will be providing an update at the meeting.

ACTION REQUESTED:

N/A

ATTACHMENTS:

None



City of Wayzata Planning Commission Agenda Report

MEETING DATE: July 1, 2019	AGENDA ITEM: 7.b.
TITLE: June 18th City Council Meeting Report	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Eric Zweber, Planning Consultant	
60 DAY DEADLINE: N/A	

BACKGROUND:

A verbal update will be given at the meeting.

ACTION REQUESTED:

N/A

ATTACHMENTS:

None