

Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall, 600 Rice Street
Meeting Held Remotely
TUESDAY, SEPTEMBER 15, 2020

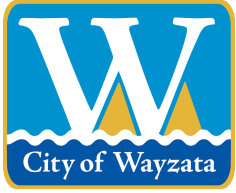
Pursuant to Minnesota Statute Sec. 13D.015, and the Executive Orders and Emergency Declarations related to the COVID19 pandemic, this City Council meeting is being conducted by electronic means using the audio and video conferencing platform, Zoom. Members of the public may watch and listen to the meeting by logging into Zoom, or by calling 312-626-6799 on a phone, and entering Zoom Meeting ID 932 2158 0667, Passcode 727591. The meeting will also be shown on Channel 8, WCTV, and streamed on the City's website at www.wayzata.org/WCTV.

To speak during the Public Forum and/or Public Hearing portions of the meeting you can use Zoom or a phone. When using Zoom, indicate you'd like to speak by using Zoom's "raise hand" function. When using a phone, press *9. In each case, you will be muted until you have been recognized and invited to speak.

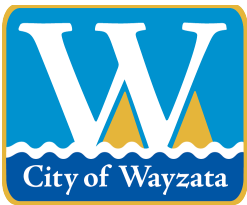
The City encourages comments or questions about items on the agenda and, when possible, requests that you submit them in advance by emailing PublicComment@wayzata.org, calling City staff at 952-404-5300, or mailing Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment).

7:00 PM - CITY COUNCIL MEETING

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approve Agenda**
- 5. Public Forum (3min/person)**
 - a. Proclamation Commemorating the 233rd Anniversary of the Drafting of the Constitution and Designating September 17-23, 2020 as Constitution Week
- 6. New Agenda Items**
- 7. Consent Agenda**
 - a. Approval of City Council Workshop and Regular Meeting Minutes of September 1, 2020
 - b. Approval of Check Register
 - c. Approval of Municipal Licenses
 - d. Receipt of Police Activity Report
 - e. Receipt of Building Activity Report
 - f. **Approval of Amended TIF Agreement with Ventana, LLC**
 - g. Approval of Amended and Restated Development Agreement, Sidewalk Easement Agreement, Temporary Construction Easement Agreement, and Crane License Agreement for Ventana Apartments at 253 Lake Street East
 - h. Approval of Revised 2020 Meeting Calendar
- 8. New Business**
 - a. Consider Re-Allocation of Panoway Construction Impact Mitigation Funds
 - b. Consider Resolution 38-2020 Approving a Lot Coverage Variance at 460 Peavey Road
 - c. Consider Adoption of Resolution 40-2020 Call for Sale of \$4,360,000 General Obligation Refunding Bonds, Series 2020B and Approval of the First Reading of Ordinance 802 Authorizing Issuance
- 9. City Manager's Report and Discussion Items**
- 10. Adjournment**



Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall, 600 Rice Street
Meeting Held Remotely
TUESDAY, SEPTEMBER 15, 2020



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.a
TITLE: Approval of City Council Workshop and Regular Meeting Minutes of September 1, 2020	
PROPOSED MOTION: To Approve City Council Workshop and Regular Meeting Minutes of September 1, 2020	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. September 1, 2020 Workshop Minutes (Draft)
2. September 1, 2020 Minutes (Draft)

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
September 1, 2020**

5:45 p.m. Discussion of Memorial Design and Footings Work at Lake Street Plaza

Mayor Willcox called the meeting to order at 5:45 p.m. Pursuant to Minnesota Statute Sec. 13D.015 and because of the COVID-19 pandemic, the City Council Meeting was being held remotely by electronic means using the audio conferencing platform, Zoom. Council Members present: Plechash, McCarthy, Koch, and Buchanan. Also present: City Manager Jeff Dahl, and Community Development Director Emily Goellner.

Mr. Dahl provided background that the City along with community stakeholders have been working to develop a space within the community that would appropriately pay tribute to public safety workers, first responders with a specific dedication to 9/11 and the death of Wayzata native Gordy Aamoth, Jr. in the World Trade Center attacks.

In 2018, the Council approved the attached amended design of Lake Street Plaza which included a space referred to as an "honors plaza" where a more detailed 9/11 memorial could be designed and constructed in the future. In early 2019, a committee of community members, led by Council Member Alex Plechash, confirmed that the memorial space should be incorporated within the design of Lake Street Plaza and commenced a more detailed design.

In addition, the Wayzata Conservancy is working with the Aamoth family to identify private funding sources with a goal of having the memorial ready in advance of September 11, 2021, the 20th anniversary of this tragic event. While the specifics of the design will be presented to the Council later in 2020, staff recommends spending Panoway project contingency funds to pour footings for the preliminary design of the memorial in order to save money and limit additional construction next year.

Mr. Dahl noted that pouring the footings does not preclude changes to the memorial design in the future. Based on that, the amount engagement and planning that has already gone into the memorial, and that pouring footings now would likely save time and money down the road, the Council directed staff to move forward with the footings as soon as possible.

6:00 p.m. Discuss of Zoning Use Amendments at Promenade of Wayzata

Ms. Goellner provided background on the final phase of the Promenade of Wayzata at Superior Boulevard and Lake Street which was completed in 2018. Staff is seeking input from the Council on the current types of uses that are permitted within the 130,000 square feet of "retail space" on the ground floor of five buildings within this Planned Unit Development. The results of the discussion will allow staff to finalize the nature of the applicant's request and prepare more information to be reviewed at a public hearing with Planning Commission.

Mayor Willcox provided additional information on the history of the Wayzata Bay Center redevelopment and the Retail Study completed by McComb Group in 2007. Council Members asked questions and provided general feedback of the applicant, Bill Hagstrom of Wayzata Bay Senior Housing, Inc., about the changes in rent prices over time, the uniqueness of the Wayzata trade area, tenants that have since left the Promenade, the likelihood of a grocer tenant, covenants in leases that restrict tenants, the impact on residential uses above the ground floor, potential for conglomeration of similar businesses, the desire for the most vibrant uses on the perimeter of the site, the idea of allowing residential on the ground floor of the East Block (hotel block) along Lake Street, potential noise impacts of certain uses, and the state of the retail market today.

1 Ms. Goellner indicated that she would take the feedback and incorporate into a staff report for a public
2 hearing scheduled at the Planning Commission on September 8. The City Council was scheduled to
3 review the application at a meeting in October.
4

5 The workshop meeting was adjourned at 06:50 pm.
6

7 Respectfully submitted,
8

9 Kathy Leervig
10 City Clerk
11

DRAFT

**WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
SEPTEMBER 1, 2020**

AGENDA ITEM 1. Call to Order.

Mayor Willcox called the meeting to order at 7:00 p.m. Pursuant to Minnesota Statute Sec. 13D.015 and because of the COVID-19 pandemic, the City Council Meeting was being held remotely by electronic means using the audio and video conferencing platform, Zoom. Mayor Willcox shared the multiple options for members of the public to submit comments or questions.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Buchanan, Koch, McCarthy, and Plechash. Also present: City Manager Dahl, Administrative Services Director Aurora Yager, City Attorney Schelzel, and Steve McDonald, Consulting Finance Director.

AGENDA ITEM 4. Approve Agenda.

Mr. Koch made a motion, seconded by Mr. Buchanan, to approve the agenda, as presented. Upon roll call vote, the motion carried 5/0.

AGENDA ITEM 5. Public Forum.

a. Presentation of Annual Update by Hennepin County Commissioner Jan Callison
County Commissioner Callison gave an update on the County related to COVID-19, Minneapolis recovery, Elections, 2021 budget and a brief review of 2009 -2020. She stated that the County has about 1/5 of the State's population, there has been a disproportionate impact from COVID-19 in terms of hospitalizations, cases and deaths. She reviewed the disparities they have found based on race and age throughout the County. She noted that the City of Wayzata has about 4,500 people, and as of August they had 70 cases and 6 fatalities related to COVID-19. She reviewed some of the areas that the CARES funding had been allocated throughout the County. She gave an overview of the small business relief program in the Wayzata area. She explained that the County moved aggressively to ensure that there was not a COVID outbreak in their shelters which involved moving 534 at risk elderly or ill people out of the shelters and into hotel spaces and shared other ways the County is helping to provide housing stability for the homeless. She shared some pictures of some of the damages that occurred in Minneapolis during the unrest that happened in May. She stated that they are currently estimating that there was about \$5,000,000 in damages and expect about \$3.4 million of that to be paid by insurance. She gave a brief overview of the 2020 election expectations as well as a preview of the 2021 County budget. She stated that their goal is to have no increase in the property tax levy which will require a \$40 million cut to their budget. She stated that there will be major unknowns as they begin to work on the budget related to COVID expenses which includes housing expenses such as the hotel rooms for the homeless population. She cautioned that the budget outlook for both 2021 and 2022 may be grim. She noted that she took office in

1 2009 and will be leaving office in 2020. She gave an overview of some of the changes and
2 differences between 2009 and 2020 during her time as a Commissioner.

3
4 b. Presentation of Annual Update by Hennepin County Sheriff Dave Hutchinson

5 Sheriff Hutchinson stated that he has been sheriff for 1.5 years and this has been a
6 challenging year. He stated that from January through August he has been busy with many
7 boating accidents and boating citations issued. He reiterated the comment made by
8 Commission Callison that the upcoming budget situation is not favorable, but explained
9 that they are not planning to cut staffing. He stated that Wayzata is getting as much
10 attention as it was before the Minneapolis unrest. He noted that the City has great
11 leadership from Chief Risvold. He stressed that regardless of what happens with the unrest
12 in Minneapolis, they will continue to serve Wayzata and their police department like they
13 always have. He stated that their goal is to make sure Minneapolis is stable and safe so the
14 whole County can benefit from a safer Minneapolis and come spend time in the City at ball
15 games or restaurants.

16 Mayor Willcox asked what spillover there may be for suburbs like Wayzata, if
17 Minneapolis is successful in defunding their police. Sheriff Hutchinson stated that the
18 Minneapolis defunding is not going to be what some of the city council members want. He
19 stated that there will be a reduction in numbers due to retirement, but eventually it will get
20 back to where it should be. He stated that he is not expecting to supplement a whole lot,
21 but if they need assistance, they will help. He stated that Minneapolis is aware that the
22 County cannot take over their policing. He stated that he believes much of what has been
23 shared have been scare tactics on both sides and he thinks that as soon as there is some
24 stable leadership in Minneapolis, things will change. He stated that if there is any spillover
25 from that situation, he doesn't think it will affect Wayzata because it is not a first-tier
26 suburb.

27 Mayor Willcox stated that closing 394 during the riots in Minneapolis was a good
28 move and asked Sheriff Hutchinson to keep that one in his hip pocket and unleash it
29 whenever necessary.

30 Mrs. McCarthy thanked Commissioner Callison and Sheriff Hutchinson for their
31 hard work. She asked Commissioner Callison about the potential \$40 million cut in the
32 budget and whether there were any anticipated cuts to the Sheriff's department which could
33 then affect all of the communities with Hennepin County. She asked what kind of financial
34 impact Commissioner Callison sees coming down to the residents from the civil unrest that
35 took place in Minneapolis.

36 Commissioner Callison stated that the County Administrator is currently
37 identifying ways that they can cut the budget by \$40 million. She stated that she suspects
38 that it will be something that will spread the pain across all the County departments. She
39 stated that she believes that Sheriff Hutchinson had wanted a larger increase in resources
40 for 2021 and will now have to scale that back. She stated that the goal, if at all possible, is
41 not to impact public service. She stated that the impact of the unrest in Minneapolis and
42 the future financial impact is being factored into their budget. She stated that if they are
43 able to keep the zero property tax levy then property taxes are unlikely to increase in 2021.
44 She stated that she thinks the area of concern will actually be 2022 if there is a wholesale
45 reduction in the valuation of properties in downtown Minneapolis in commercial properties
46 because then the tax burden will shift onto residential properties. She noted that Federal

1 and State aid will become increasingly important to try to shelter residents from some of
 2 those impacts. She stated that all of these things are part of the puzzle that the County
 3 Board will be working on for the next several months.

4 Mr. Koch thanked both Commissioner Callison and Sheriff Hutchinson for their
 5 leadership in these tough times. He stated that he hopes that Sheriff's Hutchinson and his
 6 staff know how much the City appreciates their efforts. He stated that the City knows they
 7 are doing a lot of great work to keep us safe and are not the enemy. He asked Commissioner
 8 Callison if she felt there would be sufficient funds from the CARES Act funding for small
 9 business relief for the pending 1,400 applications. He also asked what the average dollars
 10 per applicant that the County is seeing awarded.

11 Commissioner Callison stated that they do have sufficient funds for the pending
 12 applicants. She stated that they may even consider taking a look at increasing what is
 13 available in that pool of funds so that the County may help more small businesses. She
 14 noted that of the \$220 million in Federal funds that they received, they may end up with
 15 some that goes unspent.

16 Mr. Koch asked if the County was spending \$2.5 million per month on hotel rooms.
 17 Commissioner Callison confirmed that was the dollar amount they are spending on housing
 18 needs. Mr. Koch asked if the County had considered buying a hotel versus just renting the
 19 rooms. Commissioner Callison stated that the County has talked about buying hotels but
 20 noted that the process and staffing can be a challenge.

21 Police Chief Risvold stated that he has been in Wayzata for 16 years and throughout
 22 that time has always enjoyed a strong relationship with the County Sheriff's office. He
 23 stated that he feels this relationship is even stronger with Sheriff Hutchinson. He stated
 24 that they communicate often and Sheriff Hutchinson is a passionate and compassionate
 25 leader. He thanked Sheriff Hutchinson for his work to create a great relationship between
 26 the City and the Sheriff's office.

27 Mayor Willcox stated that he has heard that, in spite of all the challenges facing the
 28 department right now, morale at the Sheriff's office is sky high. He commended Sheriff
 29 Hutchinson for his leadership in this area. He expressed his appreciation to Commissioner
 30 Callison for her years of service to the County as well as her extensive work in the area
 31 when she served on the council and as mayor in the City of Minnetonka. He noted how
 32 helpful Commissioner Callison has been to the City in various projects around the area and
 33 thanked her for her public service to the community.

34 **AGENDA ITEM 6. New Agenda Items.**

35 There were no items requested.

36 **AGENDA ITEM 7. Consent Agenda.**

37 Mayor Willcox read the items on the consent agenda and asked if any Council member
 38 wished to pull an item for further discussion. Hearing no such request, he asked for a
 39 motion to approve the Consent Agenda as presented. Mr. Buchanan made a motion,
 40 seconded by Mrs. McCarthy, to approve the consent agenda:

- 41 a. Approval of City Council Workshop and Regular Meeting Minutes of August 18,
 42 2020
- 43 b. Approval of Check Register
- 44 c. Approval of Municipal Licenses

- d. Approval of Appointments of the Zoning Study Task Force Members
- e. Approval of 2021 Fire Protection Agreement with City of Woodland

Mr. Plechash stated that item d. includes appointments to the Zoning Study Task Force and two of the councilmembers are on that list. He asked City Attorney Schelzel if it was acceptable for the Council to be voting on appointment of two of their members to the task force. City Attorney Schelzel stated that is acceptable.

Upon roll call vote, the motion carried 5/0.

AGENDA ITEM 8. New Business.

a. Consider Adoption of Resolution 36-2020 Approving 2021 Preliminary General Fund Budget and Property Tax Levy

City Manager Dahl explained that Aurora Yager, Administrative Services Director and Steve McDonald, Finance Director, will walk the Council through the preliminary budget and the action that is needed tonight.

Administrative Services Director Yager presented the 2021 preliminary General Fund budget. She noted that a preliminary budget and property tax levy is required to be turned into the County auditor by September 30, 2020. She noted that they will be looking for final approval of the budgets later in December. She noted that the preliminary budget and levy sets the maximum amount and can be decreased, but not increased. She reviewed the goals that went into putting together the 2021 preliminary budget. She stated that the 2021 preliminary budget shows a 2.9% increase in the General Fund levy but when accounting for the debt service levy as well, it resulted in a total City tax levy increase of about 2.46%.

Finance Director Steve McDonald gave an overview of the history of the levy increases, tax rates and taxes on value. He reviewed a summary of the revenues for 2021 as compared to 2020.

Ms. Yager stated that for the General Fund in 2021 they are assuming mostly flat or slightly decreased revenue sources with the exception of the tax levy due to the impact of COVID-19. She stated that the major differences in the expenditure side is that overall costs for cost of living as well as health insurance accounts for the majority of the increase. She stated that the City has also seen an increase in their general liability and worker's compensation insurance. She noted that the Council had also advised them to increase their contingency budget to allow for additional flexibility in 2021 should there be any unanticipated costs as part of COVID-19.

Mr. Koch stated that the City had talked about giving relief to businesses in town, such as restaurants, with their liquor license fees and allowing outdoor patio permits. He stated that there was a small decrease in the 2021 budget in these areas but asked if the City should be considering anything else in the 2021 to give further breaks to the businesses. He asked if the Council would be figuring out a way to address this same issue for the remainder of 2020.

Ms. Yager stated that she believes that at the next Council workshop there is a planned discussion about potential business grants and things of that nature for 2020. She stated that regarding 2021, they are assuming, as part of the decrease in some of the license revenue, that there are some businesses that may not survive because of COVID-19. She

1 stated that the City had not created a grant program that extends in 2021 yet, so the revenue
2 budget doesn't assume anything like that.

3 Mr. Dahl stated that if this is a priority for the Council, this is something that could
4 be explored with some of their excess funds.

5 Mayor Willcox asked for a motion on the draft resolution. Mr. Plechash made a
6 motion, seconded by Mr. Koch, to Adopt Resolution No. 36-2020 Approving 2021
7 Preliminary General Fund Budget and Property Tax Levy. Upon roll call vote, the motion
8 carried 5/0.

9
10 **b. Consider Adoption of Resolution 37-2020 Adopting the 2021 Fee Schedule**

11 Ms. Yager explained that in general, staff has assumed about a 5% increase across the
12 board with a few exceptions. She stated that there was a utility rate study that was
13 completed in 2018 that recommended a series of increases through 2022 to return the
14 Enterprise Funds back to a healthy fund balance. She explained that for 2021 they are
15 proposing an increase to water of 7%, sewer of 12% and stormwater of 5%.

16 Mayor Willcox asked if anyone on the Council had heard any complaints about any
17 of the City fees and noted that he had not heard complaints.

18 Mr. Plechash stated that our fees are going up at a higher percent than the levy. He
19 stated that for water, he feels it is worth noting that even though the City is raising the fee
20 by 7% it is more a result of the fact that the City has been successful in conservation efforts
21 and therefore using less water, but will be charging more for it. He asked if staff could
22 address this issue.

23 Ms. Yager noted that many times as rates increase, consumption goes down, so part
24 of the increase is to make sure the City can still maintain the necessary infrastructure over
25 the long term as well as pay for staff.

26 Mr. Plechash thanked Ms. Yager for her response and noted that he just wanted it
27 to be put on the record that it is a bit of a Catch 22 that the City is encouraging frugality in
28 water consumption and yet the outcome is that the City is charging more.

29 Mr. Dahl stated that long-term, it is still best to conserve water.

30 Mayor Willcox asked what drove the 12% increase for the sewer rate. Ms. Yager
31 stated that she believes it is related to fees that the City pays to Met Council so the City
32 does not have total control over some of its sewer costs.

33 Mr. Koch stated that he is in favor of this proposed fee schedule. He stated that he
34 doesn't want to get in the habit of just continuing with 5% increases every year. He stated
35 that he thinks the City needed to get to a point where it was caught up from not raising fees
36 for so many years and that should be taken into consideration. He stated that he thinks the
37 Council should consider itself pretty well caught up and attempt to hold the line on future
38 increases and not just get in the habit of raising in 5% every year.

39 Mayor Willcox asked about the roll back of fees and licenses for businesses due to
40 COVID-19 and asked if they would be reimplemented for 2021. Mr. Dahl stated that the
41 City has not rolled back the liquor licenses for 2020 yet, but it will be discussed at the next
42 Council meeting. He stated that for 2021, the City still has a lesser number, but still shows
43 revenue coming in from liquor licenses and those types of businesses. He stated that he
44 believes there are other ways this can be offset and offer some relief, but they are not
45 shown.

Mayor Willcox asked for a motion on the application. Mr. Plechash made a motion, seconded by Mr. Buchanan, to Adopt Resolution No 37-2020 Adopting the 2021 Fee Schedule. Upon roll call vote, the motion carried 5/0.

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

a. Upcoming Events/Announcements

- The City is planning on cancelling the Night to Unite festivities and the other ancillary events associated with the event.
- Reminder that there will be advertisements coming out over the next few months regarding openings on City Boards and Commissions.
- The Panoway project is nearing completion, which means Lake Street, sidewalks and park plaza will be opening.
- Civitas was just awarded a highly prestigious Waterfront Center Award for best design for Panoway.
- Reminded the Council that this coming week will be an emotional week for the community because on August 31, 1982, Sargent J.W. Anderson was killed and September 8, 2017 Officer Bill Matthews was killed a motorist on Highway 12.
- Absentee voting will begin September 18, 2020 and the Election Day will be November 3, 2020. He stated that they are working with County officials to have some sort of secure drop box where people can limit their in-person interaction and not have to worry about the ballots getting lost in transit. He noted that he will share more details in the next few weeks.

b. Council Member Updates/Announcements

Mayor Willcox stated that the Chamber of Commerce has selected Paul Engelman from the UPS Store as its Person of the Year. He stated that the artist/sculptor Siah Armajani passed away last week. He noted that Mr. Armajani is world renowned for his artistry, but also designed the City's "pocket park" that is near the post office.

AGENDA ITEM 11. Public Forum Continued (if necessary).

There were no comments.

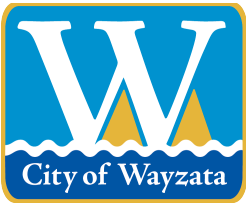
AGENDA ITEM 12. Adjournment.

There being no further business, Mayor Willcox asked for a motion to adjourn. Mrs. McCarthy made a motion, seconded by Mr. Plechash to adjourn. Upon roll call vote, Mayor Willcox adjourned the meeting at 8:27 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

Drafted by Kayla Atkins Rokosz
TimeSaver Off Site Secretarial, Inc.



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for August, 2020	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeff Dahl, City Manager, Aurora Yager, Administrative Services Director	

ACTION REQUESTED:

Staff recommends approval of the payment of checks.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Detail Check Register - August 2020

CITY OF WAYZATA

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***Check Detail Register©**

Batch: 083120PAY,090920PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Old National					
117674	08/31/20	56 BREWING LLC			
E 640-47000-253		Beer For Resale	\$170.00	5611215	BEER
		Total	\$170.00		
117675	08/31/20	ARTISAN BEER COMPANY			
E 640-47000-253		Beer For Resale	\$346.80	3432930	BEER RESALE
E 640-47000-253		Beer For Resale	\$640.85	3434084	BEER RESALE
		Total	\$987.65		
117676	08/31/20	BELLBOY BAR SUPPLY CORP.			
E 640-47000-251		Liquor For Resale	\$1,173.80	0085309800	LIQ RESALE
E 640-47000-259		Freight	\$18.45	0085309800	FREIGHT
E 640-47000-251		Liquor For Resale	\$813.83	0085407800	LIQ RESALE
E 640-47000-259		Freight	\$14.75	0085407800	FREIGHT
E 640-47000-252		Wine For Resale	\$145.92	0085407800	WINE
E 640-47000-254		Soft Drinks/Mix For Resal	\$199.81	0101825800	MISC.MIX
		Total	\$2,366.56		
117677	08/31/20	BOURGET IMPORTS			
E 640-47000-252		Wine For Resale	\$352.00	171980	WINE
E 640-47000-259		Freight	\$3.50	171980	FREIGHT
E 640-47000-252		Wine For Resale	\$976.00	172153	WINE
E 640-47000-259		Freight	\$10.50	172153	FREIGHT
		Total	\$1,342.00		
117678	08/31/20	BREAKTHRU BEVERAGE MN			
E 640-47000-251		Liquor For Resale	\$7,796.76	1081166970	LIQUOR
E 640-47000-259		Freight	\$67.30	1081166970	FREIGHT
E 640-47000-252		Wine For Resale	\$2,222.70	1081166971	WINE
E 640-47000-259		Freight	\$20.30	1081166971	FREIGHT
E 640-48000-252		Wine For Resale	\$364.05	1081168985	WINE
E 640-47000-251		Liquor For Resale	\$6,773.70	1081169805	LIQUOR
E 640-47000-259		Freight	\$105.87	1081169805	FREIGHT
E 640-47000-252		Wine For Resale	\$1,388.00	1081169806	WINE
E 640-47000-259		Freight	\$11.60	1081169806	FREIGHT
E 640-47000-254		Soft Drinks/Mix For Resal	\$44.00	1081169807	MISC MIX
E 640-47000-259		Freight	\$2.90	1081169807	FREIGHT
		Total	\$18,797.18		
117679	08/31/20	BREAKTHRU BEVERAGE			
E 640-47000-253		Beer For Resale	\$5,437.20	1091160113	BEER
E 640-47000-253		Beer For Resale	\$4,945.40	1091162413	BEER
E 640-48000-253		Beer For Resale	\$112.00	1091162471	BEER
E 640-48000-253		Beer For Resale	\$74.00	1091162472	BEER
E 640-48000-253		Beer For Resale	\$79.00	1091164765	BEER
E 640-48000-253		Beer For Resale	\$381.00	1091164766	BEER
		Total	\$11,028.60		
117680	08/31/20	CAPITOL BEVERAGE SALES			

CITY OF WAYZATA

09/09/20 1:13 PM

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***Check Detail Register©**

Batch: 083120PAY,090920PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 640-47000-253		Beer For Resale	\$2,700.60	2449308	BEER
E 640-47000-253		Beer For Resale	\$1,854.70	2452161	BEER
E 640-48000-253		Beer For Resale	\$843.00	2452180	BEER
		Total	\$5,398.30		
117681	08/31/20	CASH - OLD NATIONAL			
G 640-10150		ATM	\$9,000.00	08/31/20	ATM FILL
		Total	\$9,000.00		
117682	08/31/20	CINTAS CORPORATION			
E 640-48500-210		Operating Supplies (GEN	\$102.51	4058855335	KITCHEN SUPPLIES
E 640-48500-217		Uniforms	\$27.28	4058855335	KITCHEN UNIFORMS
E 640-48500-210		Operating Supplies (GEN	\$102.51	4059507993	KITCHEN SUPPLIES
E 640-48500-217		Uniforms	\$27.28	4059507993	KITCHEN UNIFORMS
E 630-40000-499		Miscellaneous	\$70.06	4059663042	MV FLOOR MATS
		Total	\$329.64		
117683	08/31/20	COZZINI BROS., INC.			
E 640-48500-415		Other Equipment Rentals	\$45.59	C8352123	KNIFE EXCHANGE
		Total	\$45.59		
117684	08/31/20	DAHLHEIMER DISTRIBUTING CO.			
E 640-48000-253		Beer For Resale	\$375.00	107-03190	BEER
E 640-48000-253		Beer For Resale	\$502.00	107-03260	BEER
E 640-47000-253		Beer For Resale	\$1,189.10	113-04138	BEER
E 640-47000-253		Beer For Resale	\$898.20	113-04180	BEER
E 640-47000-253		Beer For Resale	(\$35.50)	CM113-0404	BEER
		Total	\$2,928.80		
117685	08/31/20	DAILEY DATA & ASSOCIATES			
E 640-47000-404		Repairs/Maint - Machin/Eq	\$158.04	103981	INSTALL NEW PAYMENT TERMINALS
		Total	\$158.04		
117686	08/31/20	DIRECTV			
E 640-48000-415		Other Equipment Rentals	\$645.51	37710831545	SERVICE
		Total	\$645.51		
117687	08/31/20	GENERAL PARTS LLC			
E 640-48500-404		Repairs/Maint - Machin/Eq	\$584.39	6195460	REFRIGERATOR REPAIRS
		Total	\$584.39		
117688	08/31/20	HOHENSTEINS INC.			
E 640-47000-253		Beer For Resale	\$1,459.20	214990	BEER RESALE
		Total	\$1,459.20		
117689	08/31/20	INBOUND BREWCO			
E 640-47000-253		Beer For Resale	\$334.00	7963	BEER
		Total	\$334.00		
117690	08/31/20	JJ TAYLOR DISTRIBUTING OF MN_			
E 640-47000-253		Beer For Resale	\$2,455.63	3107929	BEER

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 640-47000-253		Beer For Resale	\$3,283.35	3107957	BEER
E 640-48000-253		Beer For Resale	\$325.10	3122849	BEER
E 640-48000-253		Beer For Resale	\$671.20	3122928	BEER
		Total	\$6,735.28		
117691	08/31/20	JOHNSON BROS.-ST.PAUL			
E 640-47000-251		Liquor For Resale	\$100.00	1603693-1	LIQUOR
E 640-47000-251		Liquor For Resale	\$637.50	1618311	LIQUOR
E 640-47000-259		Freight	\$7.56	1618311	FREIGHT
E 640-47000-252		Wine For Resale	\$1,756.25	1618312	WINE
E 640-47000-259		Freight	\$37.80	1618312	FREIGHT
E 640-47000-251		Liquor For Resale	\$1,427.32	1619582	LIQUOR
E 640-47000-259		Freight	\$10.18	1619582	FREIGHT
E 640-47000-252		Wine For Resale	\$578.60	1619583	WINE
E 640-47000-259		Freight	\$8.82	1619583	FREIGHT
E 640-47000-251		Liquor For Resale	\$368.00	1623275	LIQUOR
E 640-47000-259		Freight	\$3.78	1623275	FREIGHT
E 640-47000-252		Wine For Resale	\$1,620.00	1623276	WINE
E 640-47000-259		Freight	\$21.42	1623276	FREIGHT
E 640-47000-251		Liquor For Resale	\$2,796.78	1624554	LIQUOR
E 640-47000-253		Beer For Resale	\$621.50	1624554	BEER
E 640-47000-259		Freight	\$35.28	1624554	FREIGHT
E 640-47000-252		Wine For Resale	\$473.10	1624555	WINE
E 640-47000-259		Freight	\$7.56	1624555	FREIGHT
E 640-48000-251		Liquor For Resale	\$284.00	1629745	LIQUOR
		Total	\$10,795.45		
117692	08/31/20	KARLSBURGER FOODS, INC.			
E 640-48500-255		FOODIngredients For Res	\$179.80	000528986	FOOD
		Total	\$179.80		
117693	08/31/20	LIBATION PROJECT			
E 640-47000-252		Wine For Resale	\$674.67	30478	WINE RESALE
E 640-47000-259		Freight	\$4.50	30478	FREIGHT
		Total	\$679.17		
117694	08/31/20	LUPULIN BREWING			
E 640-47000-253		Beer For Resale	\$130.00	31377	BEER
		Total	\$130.00		
117695	08/31/20	M.AMUNDSON LLP			
E 640-47000-256		MISC.MDSE.RESALE	\$1,357.34	306020	CIGARETTES
E 640-47000-256		MISC.MDSE.RESALE	\$1,124.45	306444	CIGARETTES
		Total	\$2,481.79		
117696	08/31/20	MAIN STREET BAKERY			
E 640-48500-255		FOODIngredients For Res	\$145.00	385392	FOOD RESALE
E 640-48500-255		FOODIngredients For Res	\$145.00	385657	FOOD RESALE
E 640-48500-255		FOODIngredients For Res	\$110.00	385945	FOOD RESALE
E 640-48500-255		FOODIngredients For Res	\$145.00	386121	FOOD RESALE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$545.00		
117697	08/31/20	MAVERICK WINE CO.			
E 640-47000-252		Wine For Resale	\$1,155.78	470975	WINE
E 640-47000-259		Freight	\$12.00	470975	FREIGHT
E 640-47000-251		Liquor For Resale	\$299.94	473132	LIQUOR
E 640-47000-259		Freight	\$3.00	473132	FREIGHT
Total			\$1,470.72		
117698	08/31/20	MINNEHAHA BLDG.MAINT.INC.			
E 640-48000-409		Maint services & Improv	\$68.82	180163618	BLDG.MAINT.
E 640-47000-409		Maint services & Improv	\$47.31	180163619	BLDG.MAINT.
Total			\$116.13		
117699	08/31/20	MODIST BREWING CO. LLC			
E 640-47000-253		Beer For Resale	\$660.50	15598	BEER
E 640-48000-253		Beer For Resale	\$165.00	15742	BEER
Total			\$825.50		
117700	08/31/20	MOOD MEDIA			
E 640-47000-433		Dues, Licensing & Semina	\$65.65	55654783	OVERHEAD MUSIC
E 640-48000-433		Dues, Licensing & Semina	\$65.65	55654783	OVERHEAD MUSIC
Total			\$131.30		
117701	08/31/20	NEW FRANCE WINE COMPANY			
E 640-47000-252		Wine For Resale	\$824.00	159939	WINE RESALE
E 640-47000-259		Freight	\$16.00	159939	FREIGHT
E 640-47000-252		Wine For Resale	\$2,006.00	160157	WINE RESALE
E 640-47000-259		Freight	\$22.00	160157	FREIGHT
Total			\$2,868.00		
117702	08/31/20	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255		FOODIngredients For Res	\$381.80	6633-B	FOOD
E 640-48500-255		FOODIngredients For Res	\$468.20	6728	FOOD
E 640-48500-255		FOODIngredients For Res	\$478.00	6829-A	FOOD
E 640-48500-255		FOODIngredients For Res	\$806.25	6940	FOOD
Total			\$2,134.25		
117703	08/31/20	PAUSTIS & SONS			
E 640-47000-252		Wine For Resale	\$1,523.00	98366	WINE RESALE
E 640-47000-259		Freight	\$15.00	98366	FREIGHT
E 640-47000-251		Liquor For Resale	\$88.00	98952	LIQUOR
E 640-47000-252		Wine For Resale	\$1,029.00	98952	WINE RESALE
E 640-47000-259		Freight	\$12.50	98952	FREIGHT
Total			\$2,667.50		
117704	08/31/20	PEPSI COLA			
E 640-47000-254		Soft Drinks/Mix For Resal	\$290.90	33655008	MISC.BEV
Total			\$290.90		
117705	08/31/20	PHILLIPS WINES & SPIRITS			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 640-47000-251		Liquor For Resale	\$984.60	6075002	LIQUOR
E 640-47000-259		Freight	\$11.45	6075002	FREIGHT
E 640-47000-252		Wine For Resale	\$1,985.45	6075003	WINE RESALE
E 640-47000-259		Freight	\$17.85	6075003	FREIGHT
E 640-47000-251		Liquor For Resale	\$398.75	6078796	LIQUOR
E 640-47000-253		Beer For Resale	\$324.00	6078796	BEER
E 640-47000-259		Freight	\$11.34	6078796	FREIGHT
E 640-47000-252		Wine For Resale	\$1,469.10	6078797	WINE RESALE
E 640-47000-259		Freight	\$23.31	6078797	FREIGHT
E 640-48000-251		Liquor For Resale	\$592.29	6083418	LIQUOR
		Total	\$5,818.14		
117706	08/31/20	PLUNKETT'S PEST CONTROL			
E 640-48000-409		Maint services & Improv	\$120.68	6750421	SERVICE
		Total	\$120.68		
117707	08/31/20	PRYES BREWING COMPANY LLC			
E 640-47000-253		Beer For Resale	\$486.00	12790	BEER
		Total	\$486.00		
117708	08/31/20	REINHART FOODSERVICE			
E 640-48500-255		FOODIngredients For Res	\$1,559.45	336084	FOOD
E 640-48500-210		Operating Supplies (GEN	\$40.46	336084	KITCHEN SUPPLIES
E 640-48000-254		Soft Drinks/Mix For Resal	\$85.81	336084	MISC.BEV.
E 640-48000-251		Liquor For Resale	\$18.57	336084	LIQUOR
E 640-48500-255		FOODIngredients For Res	\$3,149.88	339344	FOOD
E 640-48500-210		Operating Supplies (GEN	\$359.19	339344	KITCHEN SUPPLIES
E 640-48000-254		Soft Drinks/Mix For Resal	\$217.70	339344	MISC.BEV.
E 640-48000-251		Liquor For Resale	\$16.38	339344	LIQUOR
E 640-48500-255		FOODIngredients For Res	\$3,292.02	342025	FOOD
E 640-48500-210		Operating Supplies (GEN	\$197.02	342025	KITCHEN SUPPLIES
E 640-48000-254		Soft Drinks/Mix For Resal	\$114.08	342025	MISC.BEV.
E 640-48000-251		Liquor For Resale	\$94.35	342025	LIQUOR
E 640-48500-255		FOODIngredients For Res	\$1,656.83	343123	FOOD
E 640-48500-210		Operating Supplies (GEN	\$16.46	343123	KITCHEN SUPPLIES
E 640-48500-255		FOODIngredients For Res	\$2,994.74	346984	FOOD
E 640-48500-210		Operating Supplies (GEN	\$135.03	346984	KITCHEN SUPPLIES
E 640-48000-210		Operating Supplies (GEN	\$26.65	346984	BAR SUPPLIES
E 640-48000-254		Soft Drinks/Mix For Resal	\$89.58	346984	MISC.BEV.
E 640-48000-251		Liquor For Resale	\$24.04	346984	LIQUOR
E 640-48500-255		FOODIngredients For Res	\$3,846.87	349201	FOOD
E 640-48500-210		Operating Supplies (GEN	\$188.87	349201	KITCHEN SUPPLIES
E 640-48000-251		Liquor For Resale	\$81.93	349201	LIQUOR
		Total	\$18,205.91		
117709	08/31/20	SHAMROCK GROUP			
E 640-47000-254		Soft Drinks/Mix For Resal	\$93.54	2532793	ICE
E 640-47000-254		Soft Drinks/Mix For Resal	\$128.54	2535090	ICE
E 640-47000-254		Soft Drinks/Mix For Resal	\$95.50	2536141	ICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$317.58		
117710	08/31/20	SOUTHERN GLAZER'S OF MN			
E 640-47000-251		Liquor For Resale	\$7,764.30	1983215	LIQUOR
E 640-47000-259		Freight	\$51.20	1983215	FREIGHT
E 640-47000-251		Liquor For Resale	\$1,279.95	1983216	LIQUOR
E 640-47000-259		Freight	\$7.68	1983216	FREIGHT
E 640-47000-251		Liquor For Resale	\$161.91	1983217	LIQUOR
E 640-47000-259		Freight	\$3.84	1983217	FREIGHT
E 640-47000-252		Wine For Resale	\$4,956.00	1983218	WINE RESALE
E 640-47000-259		Freight	\$44.80	1983218	FREIGHT
E 640-47000-251		Liquor For Resale	\$611.96	1983219	LIQUOR
E 640-47000-259		Freight	\$2.56	1983219	FREIGHT
E 640-47000-251		Liquor For Resale	\$2,113.45	1985798	LIQUOR
E 640-47000-259		Freight	\$20.48	1985798	FREIGHT
E 640-47000-251		Liquor For Resale	\$227.00	1985800	LIQUOR
E 640-47000-259		Freight	\$1.28	1985800	FREIGHT
E 640-47000-254		Soft Drinks/Mix For Resal	\$234.00	1985801	MISC.BEV
E 640-47000-259		Freight	\$11.52	1985801	FREIGHT
E 640-47000-251		Liquor For Resale	\$7,053.27	1985802	LIQUOR
E 640-47000-259		Freight	\$48.64	1985802	FREIGHT
E 640-47000-252		Wine For Resale	\$2,917.75	1985803	WINE
E 640-47000-259		Freight	\$26.88	1985803	FREIGHT
E 640-47000-251		Liquor For Resale	\$116.00	1985804	LIQUOR
E 640-47000-259		Freight	\$2.56	1985804	FREIGHT
E 640-47000-251		Liquor For Resale	\$360.00	5060008	LIQUOR
E 640-47000-259		Freight	\$1.28	5060008	FREIGHT
E 640-47000-259		Freight	\$0.32	5060010	FREIGHT
Total			\$28,018.63		
117711	08/31/20	SUMMER LAKES BEVERAGE LLC			
E 640-47000-254		Soft Drinks/Mix For Resal	\$555.00	1446	MISC.BEV
Total			\$555.00		
117712	08/31/20	T.D. ANDERSON INC.			
E 640-48000-409		Maint services & Improv	\$110.00	057570	BEER LINE SERVICE
Total			\$110.00		
117713	08/31/20	TRIMARK			
E 640-48500-210		Operating Supplies (GEN	\$170.87	9B1CVC	KITCHEN SUPPLIES
E 640-48000-210		Operating Supplies (GEN	\$283.44	9B1CVC	BAR SUPPLIES
E 640-48500-210		Operating Supplies (GEN	\$22.91	9B1F22	KITCHEN SUPPLIES
E 640-48000-210		Operating Supplies (GEN	\$296.77	9B1G4C	BAR SUPPLIES
Total			\$773.99		
117714	08/31/20	TRIO SUPPLY COMPANY			
E 640-48000-210		Operating Supplies (GEN	\$13.78	625876-00	BAR SUPPLIES
E 640-48500-210		Operating Supplies (GEN	\$991.60	625876-00	KITCHEN SUPPLIES
E 640-48000-210		Operating Supplies (GEN	\$42.88	627266-00	BAR SUPPLIES
E 640-48500-210		Operating Supplies (GEN	\$604.82	627266-00	KITCHEN SUPPLIES

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Total			\$1,653.08		
117715	08/31/20	TRUE BRANDS			
E 640-47000-254		Soft Drinks/Mix For Resal	\$96.84	669470	MISC MDSE
E 640-47000-254		Soft Drinks/Mix For Resal	\$88.34	677080	MISC MDSE
E 640-47000-254		Soft Drinks/Mix For Resal	\$185.34	695206	MISC MDSE
E 640-47000-210		Operating Supplies (GEN	\$10.00	695206	SUPPLIES
E 640-47000-254		Soft Drinks/Mix For Resal	\$46.88	698128	MISC MDSE
Total			\$427.40		
117716	08/31/20	VAN PAPER COMPANY			
E 640-47000-210		Operating Supplies (GEN	\$138.95	548641	STORE SUPPLIES
Total			\$138.95		
117717	08/31/20	VINOCOPIA			
E 640-47000-251		Liquor For Resale	\$123.96	0262044	LIQUOR
E 640-47000-254		Soft Drinks/Mix For Resal	\$144.00	0262044	MISC BEV
E 640-47000-259		Freight	\$16.00	0262044	FREIGHT
E 640-47000-251		Liquor For Resale	\$1,299.25	0262113	LIQUOR
E 640-47000-259		Freight	\$7.50	0262113	FREIGHT
Total			\$1,590.71		
117718	08/31/20	WINE COMPANY			
E 640-47000-252		Wine For Resale	\$1,660.00	148865	WINE RESALE
E 640-47000-259		Freight	\$18.15	148865	FREIGHT
E 640-47000-252		Wine For Resale	\$1,758.00	149446	WINE RESALE
E 640-47000-259		Freight	\$23.10	149446	FREIGHT
Total			\$3,459.25		
117719	08/31/20	WINE MERCHANT			
E 640-47000-252		Wine For Resale	\$1,392.00	7294232	WINE
E 640-47000-259		Freight	\$2.52	7294232	FREIGHT
E 640-47000-252		Wine For Resale	\$1,711.00	7294451	WINE
E 640-47000-254		Soft Drinks/Mix For Resal	\$115.00	7294451	MISC.MIX
E 640-47000-259		Freight	\$16.38	7294451	FREIGHT
E 640-47000-252		Wine For Resale	\$8,776.25	7294544	WINE
E 640-47000-252		Wine For Resale	\$936.00	7294707	WINE
E 640-47000-259		Freight	\$3.78	7294707	FREIGHT
E 640-47000-252		Wine For Resale	\$3,833.00	7295359	WINE
E 640-47000-254		Soft Drinks/Mix For Resal	\$94.00	7295359	MISC.MIX
E 640-47000-259		Freight	\$35.28	7295359	FREIGHT
E 640-48000-252		Wine For Resale	\$762.20	7296281	WINE
Total			\$17,677.41		
117720	08/31/20	WINEBOW			
E 640-47000-259		Freight	\$12.00	82340	FREIGHT
E 640-47000-259		Freight	\$6.00	82508	FREIGHT
E 640-47000-259		Freight	\$6.00	82622	FREIGHT
E 640-47000-252		Wine For Resale	\$724.00	MN00082340	WINE RESALE
E 640-47000-252		Wine For Resale	\$708.00	MN00082508	WINE RESALE

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E 640-47000-252		Wine For Resale	\$456.00	MN00082622	WINE RESALE
		Total	\$1,912.00		
117721	08/31/20	Z WINES USA LLC			
E 640-47000-252		Wine For Resale	\$200.00	23628	WINE RESALE
E 640-47000-259		Freight	\$5.00	23628	FREIGHT
		Total	\$205.00		
117722	09/09/20	A-1 OUTDOOR POWER, INC.			
E 101-45200-210		Operating Supplies (GEN	\$4.98	1182643	SUPPLIES
		Total	\$4.98		
117723	09/09/20	AEM FINANCIAL SOLUTIONS			
E 101-41500-301		Auditing and Acct g Servic	\$4,168.00	433989	FINANCE DIRECTOR SERVICES
E 409-40000-499		Miscellaneous	\$200.00	433989	CIP MGMT
		Total	\$4,368.00		
117724	09/09/20	ASSOCIATION OF PUBLIC MGMT.PRO			
E 101-41500-433		Dues, Licensing & Semina	\$20.00		CONF.REGISTRATION - A.YAGER
		Total	\$20.00		
117725	09/09/20	AT&T - FIRSTNET			
E 101-41940-321		Telephone	\$316.18	28729845852	PW SERVICE
		Total	\$316.18		
117726	09/09/20	BARTLEY SALES			
E 233-40000-309		Contractual Services	\$1,065.00	142522	PANAWAY BATH HOUSE FIXTURES
E 233-40000-309		Contractual Services	\$105.00	142524	PANAWAY BATH HOUSE FIXTURES
		Total	\$1,170.00		
117727	09/09/20	BERRY COFFEE COMPANY			
E 101-41940-499		Miscellaneous	\$73.12	774772	SUPPLIES
E 101-41940-499		Miscellaneous	\$159.23	775376	SUPPLIES
		Total	\$232.35		
117728	09/09/20	CASH - OLD NATIONAL			
G 640-10150		ATM	\$9,000.00	9/9/20	ATM FILL
		Total	\$9,000.00		
117729	09/09/20	CENTERPOINT ENERGY			
E 101-41940-383		Fuel, oil and natural gas	\$301.30		SERVICE
E 610-40000-383		Fuel, oil and natural gas	\$98.76		SERVICE
E 640-47000-383		Fuel, oil and natural gas	\$85.77		SERVICE
E 640-48000-383		Fuel, oil and natural gas	\$343.06		SERVICE
E 101-41940-383		Fuel, oil and natural gas	\$11.61		SERVICE
E 101-42200-383		Fuel, oil and natural gas	\$61.28		SERVICE
		Total	\$901.78		
117730	09/09/20	CHARGEPOINT			
E 101-41940-409		Maint services & Improv	\$2,796.00	81874	PARKING RAMP CHARGERS
		Total	\$2,796.00		

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117731	09/09/20	COMMERCIAL ASPHALT CO.			
E 430-40000-309		Contractual Services	\$210.83	200831	ASPHALT
		Total	\$210.83		
117732	09/09/20	CULLIGAN-BOTTLED WATER			
E 101-41940-499		Miscellaneous	\$66.41	2518612	SUPPLIES
		Total	\$66.41		
117733	09/09/20	CULLIGAN-METRO			
E 640-48500-210		Operating Supplies (GEN	\$115.05	1398786	SUPPLIES
		Total	\$115.05		
117734	09/09/20	CUMMINS NPOWER, LLC			
E 610-40000-225		Repair & Maint - System	\$284.48	96-45079	PARTS
		Total	\$284.48		
117735	09/09/20	ECM PUBLISHERS, INC.			
G 802-20387		405 BUSHAWAY - TAYL	\$71.40	791804	405 BUSHAWAY
G 802-20391		320 HAMPTON - KIRT	\$77.35	791805	320 HAMPTON
G 802-20322		PRES.HOMES	\$77.35	791806	801 LAKE - PRES.HOMES
		Total	\$226.10		
117736	09/09/20	EMERGENCY AUTOMOTIVE			
E 101-42100-404		Repairs/Maint - Machin/Eq	\$654.72	SVC28331	SQUAD REPAIRS
		Total	\$654.72		
117737	09/09/20	ENERSPECT MEDICAL SOLUTIONS LL			
E 101-42100-210		Operating Supplies (GEN	\$485.88	52827	PD SUPPLIES
		Total	\$485.88		
117738	09/09/20	EXCEL DOCUMENT MGMT.			
E 101-41500-200		Office Supplies (GENERA	\$520.90	45095	ENVELOPES
		Total	\$520.90		
117739	09/09/20	FERGUSON ENTERPRISES, INC.			
E 610-40000-225		Repair & Maint - System	\$177.69	7779878	PARTS
		Total	\$177.69		
117740	09/09/20	FLAGSHIP RECREATION LLC			
E 404-40000-309		Contractual Services	\$80.00	F8422	BELT SEAT
		Total	\$80.00		
117741	09/09/20	GMH ASPHALT CORP.			
E 430-40000-309		Contractual Services	\$11,377.45	4-FINAL	2019 STREET IMPROVEMENTS
		Total	\$11,377.45		
117742	09/09/20	GOFF PUBLIC			
E 233-40000-302		Consultants	\$5,550.00	16628	NAVIGATE WAYZATA
E 233-40000-302		Consultants	\$3,520.00	16629	NAVIGATE WAYZATA
		Total	\$9,070.00		
117743	09/09/20	GOPHER ACE TRU VALUE			

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Batch: 083120PAY,090920PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41940-404		Repairs/Maint - Machin/Eq	\$4.20	2902	PARTS/SUPPLIES
E 101-43100-226		Sign Repair Materials	\$1.90	2945	PARTS/SUPPLIES
E 101-45200-210		Operating Supplies (GEN	\$27.99	2949	PARTS/SUPPLIES
E 610-40000-240		Small Tools and Minor Eq	\$9.99	2968	PARTS/SUPPLIES
E 101-41940-404		Repairs/Maint - Machin/Eq	\$3.68	2970	PARTS/SUPPLIES
E 610-40000-225		Repair & Maint - System	\$6.99	2994	PARTS/SUPPLIES
E 101-45200-210		Operating Supplies (GEN	\$2.15	LF	PARTS/SUPPLIES
		Total	\$56.90		
117744	09/09/20	GOPHER STATE ONE CALL			
E 610-40000-313		Permit Fees/Gopher State	\$143.10	0080827	MONTHLY LOCATES
E 620-40000-313		Permit Fees/Gopher State	\$143.10	0080827	MONTHLY LOCATES
		Total	\$286.20		
117745	09/09/20	GRAINGER, INC.			
E 101-41940-499		Miscellaneous	\$19.46	9636952104	PARTS
E 101-41940-499		Miscellaneous	\$41.35	9637555328	PARTS
E 101-43100-240		Small Tools and Minor Eq	\$143.03	9638298811	PARTS
E 610-40000-220		Repair/Maint Supply (GEN	\$31.75	9639002667	PARTS
		Total	\$235.59		
117746	09/09/20	HACH COMPANY			
E 610-40000-241		Safety equip/testings	\$62.67	12093666	SAFETY EQUIPMENT
E 610-40000-241		Safety equip/testings	\$183.00	12096095	SAFETY EQUIPMENT
		Total	\$245.67		
117747	09/09/20	HENNEPIN COUNTY TREASURER			
G 650-20818		Garbage Tax - Cnty 15.5	\$2,879.93	AUG.2020	COUNTY REFUSE TAX
		Total	\$2,879.93		
117748	09/09/20	HOFFMAN & MCNAMARA			
E 408-40000-309		Contractual Services	\$16,639.00	20131	MONOPOLE TREE SCREENING
		Total	\$16,639.00		
117749	09/09/20	HOLIDAY			
E 101-42100-212		Motor Fuels	\$51.77		FUEL
		Total	\$51.77		
117750	09/09/20	HOME DEPOT			
E 640-48000-401		Repairs/Maint Buildings	\$115.07		SUPPLIES
E 101-41940-210		Operating Supplies (GEN	\$208.08		SUPPLIES
E 101-45200-210		Operating Supplies (GEN	\$48.28		SUPPLIES
E 404-40000-309		Contractual Services	\$111.39		SUPPLIES
		Total	\$482.82		
117751	09/09/20	HTG ARCHITECTS			
E 408-40000-309		Contractual Services	\$1,050.00	19186	CITY HALL REMODEL
		Total	\$1,050.00		
117752	09/09/20	INTEGRATED PROCESS SOLUTIONS			
E 610-40000-405		Maint/Replac - System	\$250.00	S1000958	WIN 911 REPAIRS

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Batch: 083120PAY,090920PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$250.00		
117753	09/09/20	KATOM RESTAURANT SUPPLY, INC.			
E 640-48000-210		Operating Supplies (GEN	\$271.67	I3008046	SUPPLIES
Total			\$271.67		
117754	09/09/20	LEAGUE OF MN CITIES INS.TRUST			
E 620-40000-369		Small Backup Claims	\$3,285.85	00000010608	SEWER BACKUP CLAIM
Total			\$3,285.85		
117755	09/09/20	LOFFLER COMPANIES, INC.			
E 409-40000-540		Equipment	\$2,115.00	3512113	LARGE PLANS PRINTER/SCANNER
Total			\$2,115.00		
117756	09/09/20	MADDEN, GALANTER, HANSEN, LLP_			
E 101-41500-306		Personnel Expense	\$153.00	07/2020	HR SERVICES
Total			\$153.00		
117757	09/09/20	MANSFIELD OIL COMPANY			
E 101-49200-212		Motor Fuels	\$1,702.08	21929106	FUEL
E 101-49200-212		Motor Fuels	\$180.24	21929111	FUEL
Total			\$1,882.32		
117758	09/09/20	MEDIACOM			
E 610-49100-309		Contractual Services	\$1,620.00		SERVICE
E 101-41940-321		Telephone	\$406.90		SERVICE
E 101-41940-321		Telephone	\$48.93		SERVICE
Total			\$2,075.83		
117759	09/09/20	METRO ELEVATOR, INC.			
E 101-41940-404		Repairs/Maint - Machin/Eq	\$320.00	70730	REGULAR MAINT.
Total			\$320.00		
117760	09/09/20	MN DEPT.OF LABOR & INDUSTRY			
E 437-40000-401		Repairs/Maint Buildings	\$100.00	ALR0109155	ELEVATOR PERMITS
E 101-41940-409		Maint services & Improv	\$100.00	ALR0109155	ELEVATOR PERMITS
Total			\$200.00		
117761	09/09/20	MN HWY SAFETY & RESEARCH CNTR.			
E 101-42100-434		Training and schools	\$890.00	629430	PD TRAINING
Total			\$890.00		
117762	09/09/20	MN NCPERS LIFE INSURANCE			
G 101-21715		PERA Term Life	\$32.00	83080009202	LIFE INS.
Total			\$32.00		
117763	09/09/20	MORRIE'S MINNETONKA FORD			
E 101-42100-404		Repairs/Maint - Machin/Eq	\$26.56	572067	PD REPAIRS
Total			\$26.56		
117764	09/09/20	MURPHY GRANITE			
E 101-49200-496		Contingencies	\$2,214.85		CEMETERY MARKER - WM.MATHEWS

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Batch: 083120PAY,090920PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$2,214.85		
117765	09/09/20	NAPA AUTO PARTS-LONG LAKE			
E 101-43100-220		Repair/Maint Supply (GEN	\$12.35	3270-484537	PARTS
Total			\$12.35		
117766	09/09/20	WATERTOWN ALL AROUND PARTS INC			
E 101-42100-404		Repairs/Maint - Machin/Eq	\$466.19	540228	PARTS
Total			\$466.19		
117767	09/09/20	NEW PIG			
E 101-43100-210		Operating Supplies (GEN	\$61.22	23120483-01	RE-ISSUE CK#117656
E 620-40000-210		Operating Supplies (GEN	\$61.21	23120483-01	RE-ISSUE CK#117656
Total			\$122.43		
117768	09/09/20	OFFICE DEPOT			
E 101-42100-200		Office Supplies (GENERA	\$143.23	11526961900	RE-ISSUE CK#117658
E 101-41500-200		Office Supplies (GENERA	\$11.09	11829563800	SUPPLIES
E 101-41500-200		Office Supplies (GENERA	\$50.67	11830215400	SUPPLIES
E 101-41500-200		Office Supplies (GENERA	\$158.28	12002172800	SUPPLIES
E 101-41500-200		Office Supplies (GENERA	\$60.88	12024095600	SUPPLIES
E 101-41500-200		Office Supplies (GENERA	\$36.99	12024499500	SUPPLIES
E 101-41500-200		Office Supplies (GENERA	\$18.19	12024499600	SUPPLIES
E 101-41500-200		Office Supplies (GENERA	\$49.99	12024499700	SUPPLIES
Total			\$529.32		
117769	09/09/20	OFFICE OF THE SECRETARY			
E 101-41500-433		Dues, Licensing & Semina	\$120.00		NOTARY RENEWAL - K. LEERVIG
Total			\$120.00		
117770	09/09/20	POLLARDWATER			
E 620-40000-405		Maint/Replac - System	\$561.04	0170177	PARTS
Total			\$561.04		
117771	09/09/20	SHERWIN-WILLIAMS CO.			
E 233-40000-309		Contractual Services	\$293.49	3148-5	PAINT
Total			\$293.49		
117772	09/09/20	SITEONE LANDSCAPE SUPPLY			
E 101-45203-220		Repair/Maint Supply (GEN	\$88.65	102717327-0	SUPPLIES
Total			\$88.65		
117773	09/09/20	STAR TRIBUNE			
E 101-41500-433		Dues, Licensing & Semina	\$91.00		SUBSCRIPTION RENEWAL
Total			\$91.00		
117774	09/09/20	SUPPLY SOLUTIONS LLC			
E 101-41940-210		Operating Supplies (GEN	\$89.07	29558	BLDG.SUPPLIES
Total			\$89.07		
117775	09/09/20	TIME SAVER			
E 101-41100-302		Consultants	\$219.00	M25645-1	RE-ISSUE CK#117667

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Batch: 083120PAY,090920PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41100-302		Consultants	\$369.93	M25865	MTG.MINUTES
		Total	\$588.93		
117776	09/09/20	TRI-CITY			
E 610-40000-309		Contractual Services	\$63.00	2000228	WATER ANALYSIS
		Total	\$63.00		
117777	09/09/20	TRI-K SERVICES			
E 101-42100-217		Uniforms	\$25.98	19364	PD SUPPLIES
		Total	\$25.98		
117778	09/09/20	TWIN CITY HARDWARE			
E 101-41940-401		Repairs/Maint Buildings	\$18.45	PSI0113022	PARTS
		Total	\$18.45		
117779	09/09/20	TWIN CITY SEED CO.			
E 670-40000-409		Maint services & Improv	\$155.00	46096	STRAW & TURF
E 101-45200-210		Operating Supplies (GEN	\$190.00	46582	STRAW & TURF
E 101-43100-229		Dirt, Sand and gravel	\$92.50	46971	STRAW & TURF
		Total	\$437.50		
117780	09/09/20	TWIST OFFICE PRODUCTS			
E 101-42550-210		Operating Supplies (GEN	\$143.96	905083-0	COVID SUPPLIES
		Total	\$143.96		
117781	09/09/20	UPS STORE			
E 610-40000-322		Postage	\$13.79	0893	SHIPPING
		Total	\$13.79		
117782	09/09/20	VAN PAPER COMPANY			
E 101-45200-210		Operating Supplies (GEN	\$227.20	548759-00	PARKS SUPPLIES
		Total	\$227.20		
117783	09/09/20	VILLAGE CHEVROLET			
E 620-40000-224		Repair & Maint - Motor Eq	\$152.29	330508-01	RE-ISSUE CK#117670
E 610-40000-224		Repair & Maint - Motor Eq	\$152.29	330508-01	RE-ISSUE CK#117670
E 101-42100-404		Repairs/Maint - Machin/Eq	\$385.00	832335	SQUAD REPAIRS
		Total	\$689.58		
117784	09/09/20	XCEL ENERGY			
E 101-45203-381		Electric Utilities	\$4,327.42		SERVICE
E 101-41940-381		Electric Utilities	\$5,475.98		SERVICE
E 101-42200-381		Electric Utilities	\$884.72		SERVICE
E 610-40000-381		Electric Utilities	\$6,629.36		SERVICE
E 640-47000-381		Electric Utilities	\$1,503.73		SERVICE
E 640-48000-381		Electric Utilities	\$3,508.69		SERVICE
E 620-40000-381		Electric Utilities	\$1,445.96		SERVICE
E 101-41940-381		Electric Utilities	\$11.08		SERVICE
		Total	\$23,786.94		
		10100 Old National	\$275,188.61		

CITY OF WAYZATA

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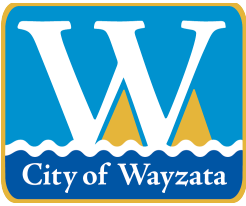
***Check Detail Register©**

Batch: 083120PAY,090920PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**10100 Old National**

101 GENERAL FUND	\$30,095.08
233 LAKFRONT IMPROVE	\$10,533.49
404 PARK AND TRAIL CIP	\$191.39
408 GENERAL CIP	\$17,689.00
409 EQUIP REVOLVING	\$2,315.00
430 STREET CIP	\$11,588.28
437 LIBRARY/COMM.ROOM CIP	\$100.00
610 WATER FUND	\$9,726.87
620 SEWER FUND	\$5,649.45
630 MOTOR VEHICLE	\$70.06
640 LIQUOR	\$183,968.96
650 SOLID WASTE	\$2,879.93
670 STORMWATER	\$155.00
802 ESCROW PROJECTS	\$226.10
	\$275,188.61



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the municipal licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

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

09/15/2020

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

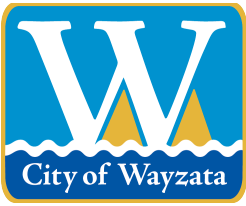
Recommended for approval, pending staff review for completeness of application materials

WERE APPROVED ADMINISTRATIVELY

2020 Gas Fitter's License Renewals

Elander Mechanical Inc.

Shakopee, MN



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.d
TITLE: Receipt of Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Heather McKown, Police Records Supervisor	
REVIEWED BY: Jeff Dahl, City Manager, Mike Risvold, Police Chief	

ACTION REQUESTED:

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

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Police Activity Report August 2020

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

Domestic Assault

Reported: 08-29-2020 0635

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

Addresses Involved

200 block of Glenmoor Lane, Long Lake, MN 55356

Names Involved

(Arrested)Melek, Nathan Gregory (Age: 36)

Warrant

Reported: 08-28-2020 1830

45 year old female from Savage arrested on an outstanding warrant. Female was released with a new court date.

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Names Involved

(Arrested)Beckstrand, Susan Marie (Age: 45)

Damage to Property – Criminal

Reported: 08-26-2020 1913

Report of damage to property. Loss \$1000.

Addresses Involved

700 block of Mill St, Wayzata, MN 55391

Burglary-Residential

Reported: 08-25-2020 1830

Report of a burglary. Loss \$10,000.

Addresses Involved

100 block of Wayzata Blvd E, Wayzata, MN 55391

Forgery

Reported: 08-25-2020 1032

Report of check forgery. Loss \$11,800.

Addresses Involved

600 block of Lake St E, Wayzata, MN 55391

Domestic Assault

Reported: 08-24-2020 2117

40 year old male from Wayzata arrested for domestic assault. Transported to jail.

Addresses Involved

1100 block of Lasalle St, Wayzata, MN 55391

Names Involved

(Arrested)Wise, Peter John (Age: 40)

Theft

Reported: 08-22-2020 1641

Report of a theft. Loss \$297.

Addresses Involved

700 block of Lake St E, Wayzata, MN 55391

Theft

Reported: 08-19-2020 2012

Report of a theft. Loss \$4200.

Addresses Involved

1700 block of Wayzata Blvd W, Long Lake, MN 55356

Burglary-Residential**Reported: 08-19-2020 0115**

Report of a burglary. Loss \$19,500.

Addresses Involved200 block of Lake St E, Wayzata, MN 55391

Forgery**Reported: 08-12-2020 1231**

Report of a forged check. Loss \$2500.

Addresses Involved1200 block of Wayzata Blvd E, Wayzata, MN 55391

Theft**Reported: 08-09-2020 1239**

Report of a theft. Loss \$300.

Addresses Involved1300 block of Wayzata Blvd E, Wayzata, MN 55391

Damage to Property - Criminal**Reported: 08-08-2020 1104**

Report of damage to property. Loss \$160.

Addresses Involved1400 block of Wayzata Blvd E, Wayzata, MN 55391

Theft from Vehicle**Reported: 08-06-2020 1838**

Report of a theft. Loss under \$500.

Addresses Involved200 block of Central Ave N, Wayzata, MN 55391

Counterfeit**Reported: 08-05-2020**

Report of a counterfeit check. Loss \$6900.

Addresses Involved900 block of Wayzata Blvd E, Wayzata, MN 55391

Theft from Vehicle**Reported: 08-04-2020 1715**

Report of a theft from a vehicle. Loss \$220.

Addresses Involved400 block of Carpenters Pt, Wayzata, MN 55391

Burglary-Residential**Reported: 08-04-2020 1025**

Report of a burglary. Loss \$150.

Addresses Involved1300 block of Holdridge Terrace, Wayzata, MN 55391

DWI**Reported: 08-02-2020 0300**

54 year old female from St Paul arrested for driving under the influence of alcohol. Tested .24

Addresses Involved

Hwy 12 & Gleason Lake Rd, Wayzata, MN 55391

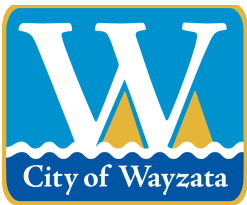
Names Involved(Arrested)Joyce, Mary Macrina (Age: 54)

TRAFFIC – AUGUST, 2020

CITATIONS	184
WRITTEN WARNINGS	5
VERBAL WARNINGS	131

Description	Aug 2020
MISSING ANIMAL	1
MISSING/LOST PROPERTY	2
FOUND PROPERTY	12
ABANDONED VEHICLE	6
RECOVERED STOLEN PROPERTY	2
PIMV	1
PDMV	17
PD INVOLVING BICYCLE/PED	1
H & R PDMV	5
ANIMAL BITE	1
Other Fire/Smoke	2
FIRE ALARM	12
HAZ ROAD CONDITION	13
SUICIDE THREAT	1
SUDDEN DEATH	1
OTHER MEDICAL	45
Medical Alarm	1
72 Hour Hold/Emergency Admission	2
WELFARE CHECK - ADULT	17
MENTAL HEALTH ISSUE	1
INFO REC'D	21
CIVIL MATTER	9
TRESPASSING WARNING GIVEN	3
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	20
SUSPICION	23
OPEN DOOR/WINDOW	3
SCAM/FRAUD ATTEMPT	1
FIREWORKS COMPL / WARN	1
MISC. JUVENILE PROBLEM	2
LEAKY LOAD/DUMPING	1
DRIVING/TRAFFIC COMPLAINT	29
PARKING COMPL	10
HOUSE/BUSINESS CHECKS	50
RECORD CHECKS	3
OTHER PERMITS	2
FIREARM PERMIT	4
HC SHERIFFS PERMIT TO CARRY	10
PARKING PERMIT	3
OTHER ORD VIOL (JUNK CARS, ETC)	1
ANIMAL COMPLAINT/CHECK	5

DOG LICENSE ISSUED	1
PATROL REQUEST	2
ADULT PROTECTION ASSIST	2
FINGERPRINTS	1
MOTORIST ASSIST/STALL	13
UTILITY PROBLEM	5
PUBLIC ASSIST	42
LOCKOUT	8
BUSINESS ALARM	20
HOME ALARM	9
911 HANG-UP	5
ASSIST OTHER DEPT	13
WARRANT/ATTEMPT/ARREST	2
TRAFFIC CONTROL / DIRECT ENFORCEMENT	36
TRANSPORT	2
ASLT 4-BIAS-FE-INF ATT BD HRM-HANDS-ADLT-STR	1
DOM ASLT-FE-INFLT BODILY HARM-OTH WEAP-AD-ACQ	1
ASLT-DOMESTIC-MS-INFLT BODLY HRM-HNDS-ADLT-AC	2
DOM ASLT-STRANGLE-INFL BOD HRM-HNDS-ADLT-ACQ	1
BURG 1-OCC RES FRC-N-UNK WEAP-COM THEFT	1
BURG 2-UNOCC RES NO FRC-D-UNK WEAP-COM THEFT	1
BURG 2-OCC BUILDING FRC-U-UNK WEAP-COM THEFT	1
BURG 3-OCC NRES NO FRC-U-UNK WEAP-COM THE	1
FORG-UNK LVL-MAK ALT DEST-CHK-251-2500-PERSON	1
FORGERY-FE-UTT-POSS-PLACE-CHK-OV-2500-BUS	1
FORG-FE-ENDORSE-CHK-251-2500-PERSON	1
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	1
TRAF ACCIDENT-MS-FAIL STOP-DRVR CAUSED	1
TRAF-AC-GM-3RD DEG DWI-08 OR MORE-MV	1
DISTURB PEACE-MS-DISORDERLY CONDUCT	1
PROP DAMAGE-UNK LVL-PRIVATE-UNK INTENT	1
PROP DAMAGE-UNK LVL-PRIVATE-OTHER INTENT	2
PROP DAM-GM-PRPDMG-PRIV-REDVAL 501-1000	1
PROP DAMAGE-MS-PRIVATE-UNK INTENT	1
PROP DAMAGE-MS-PRIVATE-REDUCE VALU 250 LESS	1
THEFT-1001-5000 DLRS FE-OTHER-OTH PROP	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	1
THEFT-500 OR LESS MS-YARDS-OTH PROP	4
THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	3
THEFT-500 OR LESS MS-PARKINGLOT-MONEY	1
THEFT-FE-THFT BY SWINDLE TRICK-2501-19999	1
THEFT-FE-IDENTITY THEFT-UNK LOSS	1
CRIM AGNST GOVN-UNK LVL-VIOL OF ELECTION LAWS	1
CRIM AGNST GOVT-MS-OTHER	3



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.e
TITLE: Receipt of Building Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Jason Wagner, Building Official	
REVIEWED BY: Emily Goellner, Community Development Director, Jeff Dahl, City Manager	

ACTION REQUESTED:

The attached August 2020 Building Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

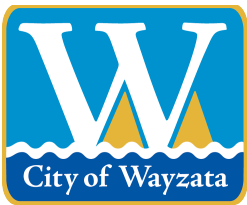
BACKGROUND:

N/A

ATTACHMENTS:

1. August 2020 report

2020									
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	2020-YTD
BUILDING									
NUMBER OF BLDG. PERMITS	12	12	15	8	15	13	19	18	112
PROJECT VALUE	\$742,400.00	\$3,405,270.00	\$8,337,359.00	\$5,072,023.00	\$3,889,580.00	\$980,318.00	\$5,209,710.00	\$6,485,370.00	\$34,122,030.00
BUILDING PERMIT FEE	\$6,419.50	\$22,306.75	\$37,880.50	\$23,124.25	\$23,577.25	\$8,384.75	\$31,700.25	\$38,009.75	\$191,403.00
PLAN CHECK FEE	\$3,705.85	\$12,028.75	\$24,163.91	\$14,177.25	\$14,306.46	\$4,083.55	\$18,024.17	\$23,952.73	\$114,442.67
EXTERIOR									
NUMBER OF PERMITS	0	1	7	1	5	5	7	3	29
PROJECT VALUE	\$0.00	\$24,063.00	\$165,393.00	\$3,000.00	\$264,831.00	\$27,052.00	\$589,729.00	\$83,914.00	\$1,157,982.00
PERMIT FEE	\$ -	\$ 413.00	\$ 2,363.25	\$ 88.50	\$ 3,255.75	\$ 629.50	\$ 5,059.25	\$ 1,250.25	\$ 13,059.50
MECHANICAL									
NUMBER OF PERMITS	16	14	13	10	11	11	7	7	89
PROJECT VALUE	261,066.25	165,938.00	769,445.00	637,475.00	98,370.00	600,369.00	39,500.00	59,869.00	\$ 2,632,032.25
PERMIT FEE	5,061.34	3,334.76	12,335.02	9,982.00	1,955.00	9,564.64	797.00	1,197.38	\$ 44,227.14
PLUMBING									
NUMBER OF PERMITS	16	8	19	7	7	9	14	11	91
PROJECT VALUE	\$103,299.00	\$29,609.00	\$111,053.48	\$28,450.00	\$62,245.00	\$14,860.00	\$168,048.00	\$70,390.00	\$587,954.48
PERMIT FEE	\$2,099.98	\$670.18	\$2,301.08	\$629.00	\$1,282.90	\$347.70	\$3,208.96	\$1,510.00	\$12,049.80
TOTAL # OF PERMITS	44	35	54	26	38	38	47	39	321
TOTAL INCOME	\$17,286.67	\$38,753.44	\$79,043.76	\$48,001.00	\$44,377.36	\$23,010.14	\$58,789.63	\$65,920.11	\$375,182.11
INSPECTIONS									
BUILDING	61	61	68	33	31	42	44	68	408
EXTERIOR	2	1	3	1	0	6	4	6	23
HVAC	51	53	53	18	9	18	34	29	265
PLUMBING	28	24	22	13	20	11	22	22	162
OTHER									
TOTAL # OF INSPECTIONS	142	139	146	65	60	77	104	125	923
RENTAL									
INSPECTIONS	0	0	42	0	0	0	0	0	42
2019									
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	2019-YTD
BUILDING									
NUMBER OF BLDG. PERMITS	17	7	12	16	17	43	17	9	138
PROJECT VALUE	\$1,194,328.00	\$1,337,855.00	\$4,653,911.00	\$1,878,843.00	\$5,774,842.00	\$4,574,746.00	\$9,152,373.00	\$1,517,400.00	\$30,084,298.00
BUILDING PERMIT FEE	\$11,777.00	\$9,680.25	\$26,963.25	\$15,729.00	\$35,057.25	\$45,153.26	\$44,445.00	\$10,154.50	\$198,959.51
PLAN CHECK FEE	\$5,175.19	\$6,022.40	\$15,241.33	\$9,110.72	\$22,138.21	\$14,925.44	\$27,681.90	\$5,477.38	\$105,772.57
EXTERIOR									
NUMBER OF PERMITS	2	2	5	5	11	10	9	4	48
PROJECT VALUE	\$13,104.00	\$276,750.00	\$149,512.00	\$180,785.00	\$103,929.00	\$322,504.31	\$355,537.00	\$23,300.00	\$1,425,421.31
PERMIT FEE	\$ 295.00	\$2,154.00	\$2,173.50	\$2,331.00	\$2,015.25	\$3,686.50	\$3,820.50	\$524.50	\$ 17,000.25
MECHANICAL									
NUMBER OF PERMITS	21	14	12	31	19	38	19	17	171
PROJECT VALUE	167,090.00	577,440.00	174,798.00	638,575.65	375,806.98	193,714.18	141,068.00	191,953.00	\$ 2,460,445.81
PERMIT FEE	3,341.80	9,514.33	3,510.32	12,587.43	7,286.65	3,884.30	2,821.36	3,863.06	\$ 46,809.25
PLUMBING									
NUMBER OF PERMITS	15	11	11	15	14	10	19	10	105
PROJECT VALUE	\$85,048.00	\$186,506.56	\$87,830.00	\$104,395.53	\$108,150.00	\$30,639.00	\$108,278.50	\$247,248.00	\$958,095.59
PERMIT FEE	\$1,775.48	\$3,598.62	\$2,312.60	\$2,137.92	\$2,215.00	\$670.78	\$2,253.58	\$4,272.98	\$19,236.96
TOTAL # OF PERMITS	55	34	40	67	61	101	64	40	462
TOTAL INCOME	\$22,364.47	\$30,969.60	\$50,201.00	\$41,896.07	\$68,712.36	\$68,320.28	\$81,022.34	\$24,292.42	\$387,778.54
INSPECTIONS									
BUILDING	69	45	54	52	43	64	58	62	447
EXTERIOR	5	0	4	4	1	11	8	9	42
HVAC	22	26	34	29	17	29	25	34	216
PLUMBING	29	21	18	26	14	29	28	14	182
OTHER									
TOTAL # OF INSPECTIONS	125	92	110	111	75	133	119	119	884
RENTAL									
INSPECTIONS	5	13	12	12	8	1	2	0	53



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.f
TITLE: <u>Approval of Amended TIF Agreement with Ventana, LLC</u>	
PROPOSED MOTION: To Approve the Amended TIF Agreement with Ventana, LLC	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the Amended TIF Agreement contingent upon HRA approval.

FINANCIAL OR BUDGET CONSIDERATION:

As predicted in updated TIF #6 projections, the TIF Note to Ventana, LLC will be \$1,685,376 for eligible redevelopment costs. The City will retain 10% of the increment for administration costs.

BACKGROUND:

Over the past 4 years, the City has been working with the HRA on a long-term redevelopment plan along Lake Street from Barry Avenue and Ferndale with the three goals:

- encourage redevelopment of the blighted properties with uses consistent with current zoning and comp plan;
- increase the amount of off-street public parking; and
- help pay for Lake Street-related infrastructure costs.

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

On November 20, 2018, the City Council approved a TIF Agreement with Ventana, LLC at 253 Lake Street to assist in offsetting redevelopment costs in order to construct a 16 unit condo building. This project is one of several that have risen out of the TIF District.

Since then, for a variety of reasons, the developer paused on the condo project and has more recently decided to move forward with a 25-unit apartment project which recently received zoning entitlements. As a part of that approval process the property owner donated a large piece of land to the City for public parking purposes.

The attached draft Amended TIF Agreement incorporates the new details of the development (going from condos to apartments); adjusts the interest rate based on market changes, and adjusts the term (over 1 year has passed) of the TIF note.

At the time of drafting of this memo, Ventana, LLC still has not fully agreed to the attached draft. City staff is working with Ventana on additional tweaks and will have an updated draft prior to the meeting.

Please note that the HRA will need to approve this draft agreement as well.

ATTACHMENTS:

1. First Amendment to Redevelopment Agreement (Ventana, LLC) 9.11 redline
2. TIF Agreement

FIRST AMENDMENT
TO
REDEVELOPMENT AGREEMENT
IN
CENTRAL AREA REDEVELOPMENT DISTRICT
AND
TAX INCREMENT FINANCING DISTRICT NO. 6 – DOWNTOWN WEST
WAYZATA,
HENNEPIN COUNTY, MINNESOTA
By and Among
HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF WAYZATA,
CITY OF WAYZATA, MINNESOTA
And
VENTANA, LLC

September [], 2020

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into this [] day of September, 2020, by and between the WAYZATA HOUSING AND REDEVELOPMENT AUTHORITY, a body corporate and politic, duly organized under the laws of the State of Minnesota (the “HRA”), the CITY OF WAYZATA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and VENTANA, LLC, a Minnesota limited liability company (the “Developer,” and together with the HRA and the City, the “Parties”).

RECITALS

WHEREAS, the Developer, the City and the HRA have previously entered into a Redevelopment Agreement executed by all parties by May 15, 2019 (the “Original Agreement”, and as amended by this First Amendment, the “Redevelopment Agreement”);

WHEREAS, pursuant to the Original Agreement, the HRA agreed to provide assistance to the Developer through tax increment financing, to finance the development of approximately 16 condominiums referred to as Ventana Condos (the “Project”);

WHEREAS, the Parties desire to amend to Original Agreement to modify the Project, adjust the total principal amount of the Notes to be issued for the Project, the interest rate for the Notes, and to include other terms related to the reimbursement for Qualified Costs of the Project.

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. **Definitions; Interpretation.** Any word or term with an initial capital letter shall have the meaning given to it in this First Amendment or if not so defined herein shall have the meaning given to it in the Original Agreement. Underlined text shall represent additions to the Original Agreement and strikethrough text shall represent deletions to the Original Agreement.

2. **Amendment of Section 1.01 – Definitions.** The following definitions in the Original Agreement are hereby added or amended as follows:

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

“First Amendment” means this First Amendment.

“Minimum Improvements” means the construction of approximately ~~sixteen (16) condominiums~~ twenty-five (25) residential apartments that may be converted to condominiums in the future and related parking to be undertaken by the Developer as a part of the Project on the Development Property all as further described in Exhibit C attached hereto.

“Project” means the ~~“Ventana Condos”~~ redevelopment project, which shall involve the demolition of the existing building located at 253 Lake Street East, City of Wayzata, and the construction of a three (3) story building to include ~~sixteen (16) residential condominiums~~ twenty-five (25) residential apartments that may be converted to condominiums in the future and one (1) level of underground parking.

“Qualified Costs” means costs incurred by Developer in connection with construction of the Minimum Improvements that are reimbursable from tax increment pursuant to Sections 469.174, Subd. 11 and 469.1761 of the TIF Act, which are shown on Exhibit C to this Agreement. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Developer’s Qualified Costs of the Project will not exceed ~~One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000)~~ One Million Six Hundred Eighty-Five Thousand Three Hundred Seventy-Six Dollars (\$1,685,376).

3. **Amendment of Section 2.02 – Developers Representations.** Sections 2.02(c) and 2.02(g) are hereby amended as follows:

(c) It is anticipated that the Project will be constructed so that when completed the Development Property will have a market value as determined pursuant to Minnesota Statutes, Section 273.11, of at least ~~One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000)~~ One Million Six Hundred Eighty-Five Thousand Dollars (\$1,685,000).

(g) The Developer recognizes that the TIF District is a "redevelopment district" under the TIF Act. As owner in fee simple of the Development Property, the Developer represents to the HRA that the Development Property and the Minimum Improvements will be operated in a manner such that the TIF District will qualify and continue to qualify as a "redevelopment district" under the TIF Act until the the earlier of (i) ~~February 1, 2046~~ February 1, 2045, (ii) the date the Tax Increment Notes are paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms.

4. **Amendment of Section 2.06 – Damage or Destruction.** Sections 2.06 is hereby amended as follows:

2.06. Damage or Destruction. Subject to any mortgage requirements that would require the Developer to act sooner, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, the Developer shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration. Notwithstanding anything to the contrary, the parties agree and acknowledge that upon completion of the Project, Developer intends to sell portions of the Project as ~~sixteen (16)~~ twenty-five (25) separate residential apartments that may be converted to condominiums in the future (“Units”). Developer shall have no obligation under this Section 2.06 to repair damage or destruction that occurs inside any individual ~~condominium~~ unit that has been sold to a third party. However, Developer shall continue to maintain responsibility for repairing, reconstructing and restoring the common elements of the Project, until such time as ~~the~~ a condominium association is formed and takes ownership of and responsibility to maintain the common elements.

5. **Amendment of Section 3.02 – Undertaking of Minimum Improvements.** Section 3.02(a) is hereby amended as follows:

(a) Subject to Unavoidable Delay, Developer shall commence or cause the Developer to commence the Project by ~~June 1, 2019~~ December 31, 2020, and cause the Project to be completed in accordance with the terms of this Redevelopment Agreement by ~~December 31, 2020~~ June 30, 2022.

6. **Amendment of Section 5.02 – Reimbursement for Qualified Costs.** Section 5.02 is hereby amended as follows:

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

- (a) The total principal amount of any and all Notes issued for the Project will not exceed ~~One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000)~~ One Million Six Hundred Eighty-Five Thousand Dollars (\$1,685,000).
- (b) No payments shall be made by the HRA to the Developer unless and until the Developer has provided written evidence reasonably satisfactory to the HRA that
 - (i) Qualified Costs in the amount to be reimbursed from the Available Tax Increment have been incurred for the Project and paid by the Developer and (ii)
 - the Certificate of Completion has been issued as contemplated in Section 3.03 hereof.
- (c) The HRA shall be obligated to make the payments to the Developer required pursuant to this Section 5.02 *only from and to the extent of* the Available Tax Increment actually received from the TIF District for any tax year, and such payments shall never be considered to be a general obligation or indebtedness of the HRA.
- (d) The HRA will retain ten percent (10%) of the Tax Increment generated for administrative costs and apply the retained Tax Increment first to pay any administrative expenses relating to the Development Property to the extent permitted by the Tax Increment Act and to the extent that such expenses have not been paid or reimbursed to the HRA by the Developer. Any of the retained Tax Increment remaining after the payment of any administrative expenses then due and owing (the “Available Tax Increment”) shall be paid to the Developer for reimbursement of the Qualified Costs plus interest on the Payment Dates.
- (e) Upon thirty (30) days' written notice to the Developer, the HRA may prepay all or a portion of the outstanding principal balance due to the Developer pursuant to this Section 5.02 without penalty, on any date at a prepayment price equal to the outstanding principal balance to be prepaid plus accrued interest to the prepayment date.

- (f) The HRA shall not be obligated to make any payments hereunder subsequent to the termination of this Agreement as provided in Section 8.06 hereof, and any amounts remaining unpaid as of such date (other than by reason of failure of the HRA to comply with the terms of this Agreement) shall be considered forgiven by the Developer and shall cease to be owing.
- (g) The Developer may assign its rights under this Agreement (including the payments to be made to the Developer hereunder) to secure financing incurred by the Developer to pay costs of the Project, including but not limited to any Mortgagee.
- (h) The unpaid principal of the Notes shall bear simple non-compounding interest from the date of issuance of the Notes, at 4.50% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

~~(i)~~

7. Amendment to Section 5.06. Section 5.06 entitled "Profit Sharing for Sale Housing" is hereby deleted in its entirety and replaced with the following:

5.06 Lookback. On the Calculation Date, as defined below, the amount of the tax increment assistance provided pursuant to this Agreement will be subject to adjustment based on a targeted Cash-On-Cash Return of 10%. By the applicable Calculation Date, the Developer ~~must~~shall deliver to the HRA's ~~consultant~~ reasonable evidence of its ~~Cash-On-Cash Return~~actual annualized cumulative internal rate of return (the "IRR") from the Minimum Improvements, calculated as of the applicable Calculation Date, along with the estimated annualized cumulative IRR from the Minimum Improvements assuming a sale in the tenth year after the date of issuance of the Certificate of Completion for the Minimum Improvements. The ~~Cash-On-Cash Return~~IRR shall be calculated ~~by the HRA's consultant~~based on ~~the Developer's pro forma financial statements submitted to~~equity, revenues and expenses in substantially in the format of the lookback pro forma attached as Exhibit D hereto. The Developer agrees to provide to the HRA any background documentation reasonably related to the financial data, upon written request from the HRA or the HRA's financial consultant.

The HRA may, by written request, require the Developer to deliver to the HRA a written certificate of a certified public accountant regarding total development costs and revenues, to be provided at the Developer's expense.

If the ~~Cumulative Annualized Cash-On-Cash Return exceeds 10%~~HRA determines the actual profit (calculated in a manner comparable to estimated Project Profit (Gap) in Exhibit D) for the Developer produces an IRR greater than exceeds a 20% rate of return (to be calculated in a manner comparable to the Total Proceeds minus Total Development Costs, as shown in Exhibit D), then the principal amount of the Note ~~issued to the Developer will~~shall be reduced ~~by 50% of the amount that results in a stabilized Cash-On-Cash Return equal to 10% over the term of the Note, in which case the Developer shall deliver the Note to the HRA in exchange for a new Note in the adjusted principal amount upon the HRA's written request~~on a dollar for dollar basis to allow the Developer to achieve a 20% IRR rate of return.

For the purposes of this ~~subsection (i), the following terms have the following meanings:~~ Section 5.06, “Calculation Date” means 60 days after the earliest of (i) the date of Stabilization, as defined below, of the Project; (ii) the date of any transfer of the Project (provided that the Developer and the HRA agree that the Calculation Date will occur prior to the actual transfer); or (iii) three years after the date of completion of the Project, as evidenced by the City’s issuance of a final certificate of occupancy.

~~“Cash Flow” means Net Operating Income less debt service with respect to the first mortgage loan.~~

~~“Cash On Cash Return” means Cash Flow divided by the sum of Developer’s actual equity, which excludes any grants or City, HRA, Federal, or State funds received by the Developer.~~

~~“Net Operating Income” means total income and other project derived revenue, including payments under the Note, less Operating Expenses.~~

~~“Operating Expenses” means reasonable and customary expenses incurred in operating the Project, including deposits to capital replacement reserves.~~ “Stabilization” is defined when the project has achieved 95% occupancy.

~~“Cumulative Annualized” is defined as the total accumulation of Cash Flow from the date of the Certificate of Completion until the Calculation Date divided into an average annual amount.~~

8. ~~7.~~ **Amendment to Project Description and Project Costs in Exhibit C.**

The first paragraph under “Project Description” on page C-2 of the Original Agreement is hereby amended as follows:

The Project involves the demolition of the existing building located at 253 Lake Street East, City of Wayzata, and the construction of a three (3) story building to include ~~sixteen (16) residential condominiums~~ twenty-five (25) residential apartments that may be converted to condominiums in the future and one (1) level of underground parking.

The last paragraph under “Project Costs” on page C-2 of the Original Agreement is hereby amended as follows:

*Developer's Qualified Cost. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Developer's Qualified Costs of the Project will not exceed ~~\$1,760,000.00~~ \$1,685,000.

9. **Replacement of Development Pro Forma – Exhibit D.** Exhibit D is hereby deleted in its entirety and replaced with the attached Exhibit D.

10. ~~8. Amendment to~~ Replacement of Form of Limited Tax Increment Revenue Note –
Exhibit F. Exhibit F is hereby deleted in its entirety and replaced with the attached Exhibit F.

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

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF WAYZATA

By _____
Thomas Shaver, Chair

And _____
Jeffrey Dahl, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by Thomas Shaver, the Chair, and Jeffrey Dahl, the Executive Director, of the Housing and Redevelopment Authority of the City of Wayzata, a body politic and corporate under the laws of the state of Minnesota, on behalf of the Authority.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2020.

Notary Public

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

CITY OF WAYZATA, MINNESOTA

By _____
Kenneth Willcox, Mayor

And _____
Jeffrey Dahl, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by Kenneth Willcox, the Mayor, and Jeffrey Dahl, the City Manager, of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2020.

Notary Public

VENTANA, LLC a Minnesota limited liability company

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020,
by _____, the _____ of Ventana, LLC, a Minnesota limited liability company, on behalf of the
limited liability company.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____,
2020.

Notary Public

EXHIBIT D

DEVELOPMENT PRO FORMA

[To be attached]

EXHIBIT F

FORM OF LIMITED TAX INCREMENT REVENUE NOTE

No. R-1

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
HOUSING AND REDEVELOPMENT AUTHORITY OF
THE CITY OF WAYZATA
LIMITED TAX INCREMENT REVENUE NOTE OF 20[]
(Ventana Project)**

PRINCIPAL AMOUNT: \$

INTEREST RATE: 4.50%

The Housing and Redevelopment Authority of the City of Wayzata (the “HRA”) for value received, promises to pay, but solely from the source, to the extent and in the manner hereinafter provided, to Ventana, LLC, or its registered assigns (the “Owner”), the principal sum of _____ (\$ _____), in semi-annual installments payable on August 1, 2023, and on each August 1 and February 1 thereafter up to and including February 1, 2045 (each being a “Scheduled Payment Date”), together with interest on the outstanding and unpaid principal balance of this Note at the rate of four point five percent, ~~4.54~~4.50% per annum. Installment payments shall be applied first to interest and then to a reduction of outstanding principal. Interest on the outstanding balance of this Note shall accrue from the date hereof as simple, non-compounding interest. Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at the postal address within the United States designated from time to time by the Owner.

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

This Note is a special and limited obligation and not a general obligation of the HRA, which has been issued by the HRA in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including M.S., Sections 469.174 through 469.1794. This Limited Tax Increment Revenue Note of 20[] (Tax Increment Financing District No. 6 - Downtown West) (or “Note”) is issued pursuant to the provisions of that certain Redevelopment Agreement, executed in May of 2019, as amended by a First Amendment to Redevelopment Agreement, dated as of September [], 2020, as the same may be amended from time to time (the “Redevelopment Agreement”), by and between the HRA, the City of Wayzata, Minnesota (the “City”) and Ventana, LLC (the “Developer”).

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

The Note Payment Amounts due hereon shall be payable solely from a portion of the tax increments, less the HRA’s administrative fee of ten percent (10%), from the Development Property within the HRA’s Tax Increment Financing District No. 6 – Downtown West (the “Tax Increment District”) within its Central Area Redevelopment District, which are paid to the HRA and which the HRA

is entitled to retain pursuant to the provisions of M.S., Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Available Tax Increment"). The HRA makes no representation or covenant, express or implied, that the Available Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The HRA shall pay to the Owner on each Scheduled Payment Date all Available Tax Increment on that date to the extent necessary to pay principal and interest then due and any past due installment. To the extent that the HRA is unable to pay the total principal and interest due on this Note at or prior to the February 1, 2045 maturity date hereof as a result of its having received as of such date insufficient Available Tax Increment, such failure shall not constitute a default under this Note and the HRA shall have no further obligation hereon.

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

The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the HRA or of any other public body, and neither the HRA nor any council member, officer, employee or agent of the HRA, nor any person executing or registering this Note shall be personally liable hereon by reason of the issuance or registration hereof or otherwise.

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

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

Thomas Shaver, Chair

Jeffrey Dahl, Executive Director

Document comparison by Workshare Compare on Friday, September 11, 2020
12:47:09 PM

Input:	
Document 1 ID	netdocuments://4813-1189-2170/6
Description	First Amd to Redev. Agreement (Ventana, LLC)
Document 2 ID	netdocuments://4813-1189-2170/7
Description	First Amd to Redev. Agreement (Ventana, LLC)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
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Statistics:	
	Count
Insertions	29
Deletions	24
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	55

Memo

To: Jeffrey Dahl – Executive Director
From: Stacie Kvilvang - Ehlers
Date: October 25, 2016
Subject: Ventana Condos TIF Agreement – Hoyt Redevelopment Project

On July 24, 2018, the HRA reviewed preliminary terms for TIF assistance for development of 16 condominium units by Brad Hoyt at 253 Lake Street East. The HRA was in agreement with the proposed terms and since that time staff and consultants have been working on the finalization of a TIF Agreement. Following are the main points within the above referenced Agreement:

1. General

- a. Redevelopment Agreement with Ventana LLC for the Ventana Condos

2. Development property

- a. Developer represents that he is owner in fees simple of the property to be developed.
- b. Developer is required to record on the development property a Declaration of Restrictive Covenants which includes the following restrictions:
 - i. Property cannot be tax exempt
 - ii. Property cannot be sold, leased or used as a church, public hospital, school district, institution of purely public charity, 501(c)(3), or Minnesota cooperative association
- c. Property will be developed consistent with a redevelopment TIF district pursuant to TIF statutes; and
- d. The Developer (property owner) will not discriminate on the basis of color, creed, national origin or sex in selling of the units and will develop the property consistent with the City's zoning ordinances and comprehensive plan.

3. Development and Timing of Construction

- a. Construction of 16 condominium units and related underground parking
- b. Must commence construction June 1, 2019 and be completed by December 31, 2020

4. Tax Increment

- a. The City created TIF District 6 – Downtown West on December 19, 2017
- b. The Developer will receive a pay-as-you-go note in the amount of \$1.76 million
 - i. Term of the TIF Note will be for 26 years
 - ii. Interest will be paid at 5.0%
 - iii. Developer will receive 90% of the tax increment generated from their project

5. Lookback

- a. Within 60 days after the closing on the last unit, the Developer will be required to submit financial documentation to the City's Financial Advisor for review. Based upon actual total development costs (TDC) and total sales proceeds, the TIF note would be adjusted down on a dollar for dollar basis to the extent the Developer exceeds a 20% profit (TDC minus total sales proceeds).

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

REDEVELOPMENT AGREEMENT
IN
CENTRAL AREA REDEVELOPMENT DISTRICT
AND
TAX INCREMENT FINANCING DISTRICT NO. 6 – DOWNTOWN WEST

WAYZATA,
HENNEPIN COUNTY, MINNESOTA

By and Among

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

And

VENTANA, LLC

for the

VENTANA CONDOS

Dated as of November ____, 2018

This Document Was Drafted By:

Best & Flanagan LLP (AEL)
60 South Sixth Street
Suite 2700
Minneapolis, MN 55402

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REDEVELOPMENT AGREEMENT

THIS Redevelopment Agreement (this “Agreement”), made and entered into as of this [] day of November, 2018, between the WAYZATA HOUSING AND REDEVELOPMENT AUTHORITY (the “HRA”), the CITY OF WAYZATA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and VENTANA, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the HRA has designated a development district in the City denominated Development District No. [] (the “Development District”) pursuant to and in accordance with Minnesota Statutes (“M.S.”), Sections 469.124 through 469.133, as amended; and

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

WHEREAS, in order to achieve the objectives of the Development Program and the TIF Plan, the HRA intends to provide assistance to the Developer through tax increment financing, as described in the TIF Act, to finance the development of approximately 16 condominiums referred to as Ventana Condos (the “Project”);

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

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

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

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

ARTICLE 1
Definitions

1.01. Definitions.

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

“Act” means Minnesota Statutes, Sections 469.124 through 469.133.

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

“Available Tax Increment” means 90 percent (90%) of the tax increment revenues generated by Tax Increment Financing District No. 6 - Downtown West as computed pursuant to Minnesota Statutes, Section 469.177, or its successor.

“Business Subsidies Act” means Minnesota Statutes, Sections 116J.993 through 116J.995.

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

“City” means the City of Wayzata, Minnesota.

“City Council” means the City Council of the City of Wayzata, Minnesota.

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

“County” means the County of Hennepin, Minnesota.

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

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

“Development District” means Central Area Redevelopment District, designated pursuant to Minnesota Statutes, Sections 469.124 through 469.133.

“Development Program” means the Development Program developed for the Development District.

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

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

“HRA” means the Housing and Redevelopment Authority of the City of Wayzata.

“Minimum Improvements” means the construction of approximately sixteen (16) condominium units and related parking to be undertaken by the Developer as a part of the Project on the Development Property all as further described in Exhibit C attached hereto.

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

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

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

“Project” means the “Ventana Condos” redevelopment project, which shall involve the demolition of the existing building located at 253 Lake Street East, City of Wayzata, and the construction of a three (3) story building to include sixteen (16) residential condominiums and one (1) level of underground parking.

“Project Costs” means certain costs incurred and to be incurred by the Developer during the Project, the estimated types and amounts of which are shown on Exhibit C to this Agreement.

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

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

“Qualified Costs” means costs incurred by Developer in connection with construction of the Minimum Improvements that are reimbursable from tax increment pursuant to Sections 469.174, Subd. 11 and 469.1761 of the TIF Act, which are shown on Exhibit C to this Agreement. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Developer’s Qualified Costs of the Project will not exceed One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000).

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

“Section” means a Section of this Agreement, unless used in reference to Minnesota Statutes.

“State” means the State of Minnesota.

“TIF Act” means Minnesota Statutes, Sections 469.174 through 469.1794.

“TIF District” means Tax Increment Financing District No. 6 – Downtown West established by the HRA on December 19, 2017.

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

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

ARTICLE 2

Representations and Warranties

2.01. HRA Representations.

The HRA makes the following representations to the Developer:

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

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

2.02. Developer Representations.

The Developer represents and warrants that:

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

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

(c) The Project will be constructed so that when completed the Development Property will have a market value, as determined pursuant to Minnesota Statutes, Section 273.11, of at least One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000).

(d) At such time or times as may be required by law, the Developer will have or caused the Developer to have complied with all local, state and federal environmental laws and regulations applicable to the Minimum Improvements, and will have obtained or caused the Developer to obtain any and all necessary environmental reviews, licenses and clearances. The Developer has received no written notice or communication from any

local, state or federal official that the activities of the Developer or the HRA with respect to the Development Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Development Property.

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

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

(g) The Developer recognizes that the TIF District is a “redevelopment district” under the TIF Act. As owner in fee simple of the Development Property, the Developer represents to the HRA that the Development Property and the Minimum Improvements will be operated in a manner such that the TIF District will qualify and continue to qualify as a “redevelopment district” under the TIF Act until the the earlier of (i) [February 1, 2046], (ii) the date the Tax Increment Notes are paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms.

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

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

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

(k) The financial assistance received by the Developer pursuant to this Agreement will be used to create Project.

2.03. Use, Ownership of Development Property; Restrictions; Use of Development Property. The Developer’s use of the Development Property shall be subject to and in compliance

with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, the Restrictions and all applicable laws, ordinances and regulations.

2.04. Ownership of Development Property. The Developer hereby represents and warrants that the Developer is the owner in fee simple of the Development Property and that there are no liens, defects or other encumbrances upon title to the Development Property that would hinder the development of the Development Property by the Developer as contemplated by this Agreement.

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

2.06. Damage or Destruction. Subject to any mortgage requirements that would require the Developer to act sooner, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, the Developer shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration. Notwithstanding anything to the contrary, the parties agree and acknowledge that upon completion of the Project, Developer intends to sell portions of the Project as sixteen (16) separate condominium units. Developer shall have no obligation under this Section 2.06 to repair damage or destruction that occurs inside any individual condominium unit that has been sold to a third party. However, Developer shall continue to maintain responsibility for repairing, reconstructing and restoring the common elements of the Project.

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

ARTICLE 3 Construction of Project

3.01. Construction Plans. Prior to commencing construction of the Minimum Improvements for the Project, the Developer shall make available to the City for review Construction Plans for the Project. The Construction Plans shall provide for construction of the Project in conformity with the Development Program, the TIF Plan, this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans within thirty (30) days in writing if, in the reasonable discretion of the City, the Construction Plans:

(a) conform to the Development Program, the TIF Plan, this Agreement, and to any subsequent amendments thereto approved by the City; (b) conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) are adequate to provide for construction of the Minimum Improvements; and (d) no Event of Default has occurred.

No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to properly construct the Project. No approval by the City shall constitute a waiver of an Event of Default. Any disapproval of the Construction Plans shall set forth the reasons therefore and shall be made within thirty (30) days after the date of their receipt by the City, which shall identify the provision of this Section 3.01 that have not been met and the fact that support the City's determination. If the City rejects the Construction Plans, in whole or in part, the Developer shall submit new or corrected Construction Plans within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City.

3.02. Undertaking of Minimum Improvements.

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

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

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

3.03. Certificate of Occupancy; Certificate of Completion.

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

constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Mortgagee.

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

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

3.05. Access to Development Property. The Developer agrees to permit the City and any of its officers, employees or agents access to the Development Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the City shall have no obligation to inspect such work.

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

ARTICLE 4 Defense of Claims; Insurance

4.01. Defense of Claims.

(a) The Developer shall indemnify and hold harmless the HRA, the City, their governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the "Indemnified Parties") for any expenses (including attorneys' fees), loss, damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project; provided, however, the Developer shall not be required to indemnify any Indemnified Party for any claims or proceedings arising from any negligent or unlawful acts or omissions of such Indemnified Party. Promptly after receipt by the HRA or the City of notice of the commencement of any action in respect of which indemnity may be sought against the Developer under this Section 4.01, such person will notify the Developer in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Developer shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the HRA and the City) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Developer. The HRA and the City shall each have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall

not be at the expense of the Developer unless the employment of such counsel has been specifically authorized by the Developer. Notwithstanding the foregoing, if the HRA or the City has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Developer, the Developer shall not be entitled to assume the defense of such action on behalf of the HRA or the City, but the Developer shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the HRA and the City in conducting their defense. The Developer shall not be liable to indemnify any person for any settlement of any such action effected without the Developer's consent. The omission to notify the Developer as herein provided will not relieve the Developer from any liability which they may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

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

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

4.02. Insurance.

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

1. fire
2. extended coverage perils
3. vandalism and malicious mischief

4. boiler explosion (but only if steam boilers are present)
5. collapse

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

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

ARTICLE 5

Public Assistance

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

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

- (a) The total principal amount of any and all Notes issued for the Project will not exceed One Million Seven Hundred Sixty Thousand Dollars (\$1,760,000).

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

(c) The HRA shall be obligated to make the payments to the Developer required pursuant to this Section 5.02 *only from and to the extent of* the Available Tax Increment actually received from the TIF District for any tax year, and such payments shall never be considered to be a general obligation or indebtedness of the HRA.

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

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

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

(g) The Developer may assign its rights under this Agreement (including the payments to be made to the Developer hereunder) to secure financing incurred by the Developer to pay costs of the Project, including but not limited to any Mortgagee.

5.03. Conditions Precedent to Provision of Public Assistance.

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

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

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

In the event that all of the above conditions required to be satisfied as provided in this Section 5.04 have not been satisfied by December 31, 2020, either the HRA or the Developer may terminate this Agreement by thirty (30) days' written notice. Upon such termination, the provisions of this Agreement relating to the Minimum Improvements shall terminate and, except as provided in Article 8, neither the Developer nor the HRA shall have any further liability or obligation to the other hereunder.

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

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

5.06. Profit Sharing on For Sale Housing. (a) The HRA has determined to provide the financial assistance outlined in this Agreement on the basis of certain assumptions regarding likely costs and expenses affecting the Minimum Improvements and proceeds to be derived by the Developer from the sale of condominium units. The likely costs and proceeds have allowed the parties to estimate the profit (calculated before income taxes are applied) likely to be received by the Developer. The HRA and Developer agree that those assumptions will be reviewed at the time described in paragraph (b), in accordance with the development pro forma attached hereto as Exhibit D.

(b) Within 60 days after closing on the sale of the final condominium within the Minimum Improvements, the Developer agrees to provide such financial data to the HRA's financial consultant in a format in accordance with generally accepted accounting principles, and as may be necessary for the consultant to calculate the actual rate of return to the Developer, and other relevant information. The Developer agrees to provide to the HRA's consultant any background documentation related to the financial data, upon request. If, based on such review, the actual profit (calculated in a manner comparable to estimated Project Profit (Gap) in Exhibit D) for the Developer produces an Internal Rate of Return ("IRR") greater than exceeds a 20% rate of return (to be calculated in a manner comparable to the Total Proceeds minus Total Development Costs, as shown in Exhibit D), then the principal amount of the TIF Note shall be reduced on a dollar for dollar basis to allow the Developer to achieve a 20% IRR rate of return.

ARTICLE 6

Prohibitions Against Assignment and Transfer

6.01. Transfer of Property and Assignment. Other than leases or sales of condominiums made in the ordinary course of business, the Developer has not made and will not make, or suffer to be made, any total or partial sale, assignment, conveyance, lease, or other transfer, with respect to this Agreement, the Project or Property or any part thereof or any interest therein (other than any Mortgage or Mortgages securing financing for the Project or other than any assignment of the payments to be made to the Developer under Section 5.02 hereof that is permitted under Section 5.02 hereof), or any contract or agreement to do any of the same, without the prior written approval of the HRA and the City, which shall not be unreasonably withheld. The HRA and the City shall be entitled to require as conditions to any such approval that: (i) the proposed transferee have the qualifications and financial responsibility, as reasonably determined by the HRA and the City,

necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; (ii) the proposed transferee, by recordable instrument satisfactory to the HRA and the City shall, for itself and its successors and assigns, assume all of the obligations of the Developer under this Agreement. No transfer of, or change with respect to, ownership in the Project or Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the HRA or the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project or Property and the completion of the Project that the HRA or the City would have had, had there been no such transfer or change. There shall be submitted to the HRA and the City for review all legal documents relating to the transfer.

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

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

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

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

ARTICLE 7

Event of Default; Fees

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

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

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

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

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

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

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

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

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

(b) Terminate all rights of Developer under this Agreement.

(c) Withhold the Certificate of Completion.

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

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

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

(b) Terminate all rights of the HRA under this Agreement.

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

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

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

7.05. Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the HRA or the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the HRA or the City the reasonable fees of such attorneys and such other expenses so incurred by the HRA or the City.

ARTICLE 8 General Provisions

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

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

8.03. Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer,

and such successors and assigns, shall devote the Development Property to, and only to and in accordance with, the uses specified in the Development Program, this Agreement and other agreements entered into between the Developer and the HRA or the City, and shall not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and familial status in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

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

8.05. Business Subsidies Act.

Based on the representations of the Developer contained in this Agreement, the assistance being provided by the HRA to the Developer under this Agreement is not a business subsidy under the Business Subsidies Act, and a subsidy agreement as described in Minnesota Statutes, Section 116J.994, Subd. 3 and Subd. 4 is not being entered by the HRA and Developer.

8.06. Term of Agreement. This Agreement shall terminate upon the earlier to occur of (i) reimbursement of the Developer's costs by the HRA as provided in Section 5.02 hereof; (ii) the decertification of the TIF District; or (iii) the HRA and the Developer agree in writing to terminate this Agreement; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to the expiration of the term of this Agreement, as stated in this Section 8.06.

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

ARTICLE 9 Administrative Provisions

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

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

Ventana, LLC
1907 Wayzata Boulevard
Suite 250
Wayzata, MN 55391
Attention: Bradley Hoyt

with a copy to:

Entrepartner Law Firm, PLLC
3700 Campbell Mithun Tower
222 South Ninth Street
Minneapolis, Minnesota 55402
Attn: Michael Mergens

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

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

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

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

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

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

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

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

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

9.06. Further Assurances and Corrective Instruments. The HRA, the City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments

as may reasonably be required for correcting any inadequate or incorrect description of the Development Property or the Minimum Improvements or for carrying out the expressed intention of this Agreement.

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

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

[Signature Pages Follow]

HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF WAYZATA

And Jeffrey Dahl, Executive Director

The foregoing instrument was acknowledged before me on this ____ day of _____, 2018, by Thomas Shaver, the Chair, and Jeffrey Dahl, the Executive Director, of the Housing and Redevelopment Authority of the City of Wayzata, a body politic and corporate under the laws of the state of Minnesota, on behalf of the Authority.

Notary Public

VENTANA, LLC a Minnesota limited liability company

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2018, by _____, the _____ of Ventana, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2018.

Notary Public

EXHIBIT A

DEVELOPMENT PROPERTY

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

Parcel Number	Previous Legal Description	New Legal Description
06-117-22-23-0013	Lot 17, Auditor's Subdivision No. 184, Beginning at the Southwest corner of Lot 17	

EXHIBIT B
COVENANTS AND RESTRICTIONS

During the term of that certain Redevelopment Agreement between the Wayzata Housing and Redevelopment Authority, the City of Wayzata, and Ventana, LLC, dated November __, 2018 and recorded in the Office of the Hennepin County Registrar as Document No. _____ on _____, 2018, the Property shall be subject to the following covenants and restrictions:

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

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

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

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

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

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

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

5. The Property owner shall:

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

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

7. The covenants and restrictions herein contained shall remain in effect until the payment in full of principal of, and interest on, the limited revenue tax increment note issued in accordance with the Redevelopment Agreement, and thereafter shall be null and void.

EXHIBIT C

PROJECT DESCRIPTION; PROJECT COSTS

Project Description:

The Project involves the demolition of the existing building located at 253 Lake Street East in the City of Wayzata and construction of a three (3) story building to include sixteen (16) residential condominiums and one (1) level of underground parking.

In accordance with the City Resolution [_____], the Project shall be subject to the following conditions:

1. The Developer shall secure all necessary building permits for construction and follow all laws and regulations applicable to the Project, including building codes and land use regulations;
2. The Developer shall obtain approval from the City Engineer of Grading, Drainage and Erosion Plans for the Project prior to the City's issuance of building permits;
3. The Developer shall grant any easements needed by the City for purposes of constructing, accessing, operating and maintaining a public parking lot and facility on the back portion of the Property for purposes of providing additional public parking either on the Property or in conjunction with other adjacent property(ies) undergoing redevelopment.

Project Costs:

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

Demolition	\$120,000.00
Environmental Assessment	\$55,000.00
Environmental Remediation	\$600,000.00
Site Improvements	\$685,000.00

*Developer’s Qualified Cost. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Developer’s Qualified Costs of the Project will not exceed \$1,760,000.00.

EXHIBIT D
DEVELOPMENT PRO FORMA

EXHIBIT E

CERTIFICATE OF COMPLETION

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

WHEREAS, the Development Property is subject to the provisions of a certain Redevelopment Agreement (the “Agreement”) in Development District No. [] and Tax Increment Financing District No. []-[], dated as of [Month] [Day], 20[], between the Developer and the City of Wayzata, Minnesota (the “City”); and

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

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

Dated this ____ day of _____, 2018.

CITY OF WAYZATA, MINNESOTA

By _____
Kenneth Willcox, Mayor

And _____
Jeffrey Dahl, City Manager

EXHIBIT F

FORM OF LIMITED TAX INCREMENT REVENUE NOTE

No. R-1

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
HOUSING AND REDEVELOPMENT AUTHORITY OF
THE CITY OF WAYZATA
LIMITED TAX INCREMENT REVENUE NOTE OF 20[___]
(Ventana Condos Project)**

PRINCIPAL AMOUNT: \$

INTEREST RATE: [___]%

The Housing and Redevelopment Authority of the City of Wayzata (the “HRA”) for value received, promises to pay, but solely from the source, to the extent and in the manner hereinafter provided, to [Developer], or its registered assigns (the “Owner”), the principal sum of _____ (\$_____), in semi-annual installments payable on [_____] 1, 20[___], and on each [_____] 1 and [_____] 1 thereafter up to and including [_____] 1, 20[___] (each being a “Scheduled Payment Date”), together with interest on the outstanding and unpaid principal balance of this Note at the rate of five percent, 5% per annum. Installment payments shall be applied first to interest and then to a reduction of outstanding principal. Interest on the outstanding balance of this Note shall accrue from the date hereof as simple, non-compounding interest. Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at the postal address within the United States designated from time to time by the Owner.

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

This Note is a special and limited obligation and not a general obligation of the HRA, which has been issued by the HRA in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including M.S., Sections 469.174 through 469.1794. This Limited Tax Increment Revenue Note of 20[___] (Tax Increment Financing District No. [___]-[___]) (or “Note”) is issued pursuant to the provisions of that certain Redevelopment Agreement, dated as of [Month] [Day], 20[___], as the same may be amended from time to time (the “Redevelopment Agreement”), by and between the HRA, the City of Wayzata, Minnesota (the “City”) and Ventana, LLC (the “Developer”).

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

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

The HRA shall pay to the Owner on each Scheduled Payment Date all Available Tax Increment on that date to the extent necessary to pay principal and interest then due and any past due installment. To the extent that the HRA is unable to pay the total principal and interest due on this Note at or prior to the [] 1, 20[] maturity date hereof as a result of its having received as of such date insufficient Available Tax Increment, such failure shall not constitute a default under this Note and the HRA shall have no further obligation hereon.

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

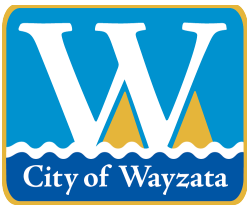
The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the HRA or of any other public body, and neither the HRA nor any council member, officer, employee or agent of the HRA, nor any person executing or registering this Note shall be personally liable hereon by reason of the issuance or registration hereof or otherwise.

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

IN WITNESS WHEREOF, the Housing and Redevelopment Authority of the City of Wayzata has caused this Note to be executed by the manual signatures of the Chair and the Executive and has caused this Note to be dated as of _____, 2018.

Thomas Shaver, Chair

Jeffrey Dahl, Executive Directo



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.g
TITLE: Approval of Amended and Restated Development Agreement, Sidewalk Easement Agreement, Temporary Construction Easement Agreement, and Crane License Agreement for Ventana Apartments at 253 Lake Street East	
PROPOSED MOTION: To Approve the Amended and Restated Development Agreement, Sidewalk Easement Agreement, Temporary Construction Agreement, and Crane License Agreement between the City of Wayzata and Berry & Co., Inc. subject to the approval of the City Attorney	
PREPARED BY: Eric Zweber, Planning Consultant	
REVIEWED BY: Jeff Dahl, City Manager, Emily Goellner, Community Development Director	

ACTION REQUESTED:

Staff recommends approval of the attached draft amended development agreement, sidewalk easement agreement, temporary construction easement, and crane license agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The development agreement has a park dedication fee that is associated with this project. Also, the developer has a separate TIF application to assist in offsetting redevelopment costs.

BACKGROUND:

On June 2, 2020, the City Council approved an amendment to residential PUD project consisting of 25 apartments units within a three-story building.

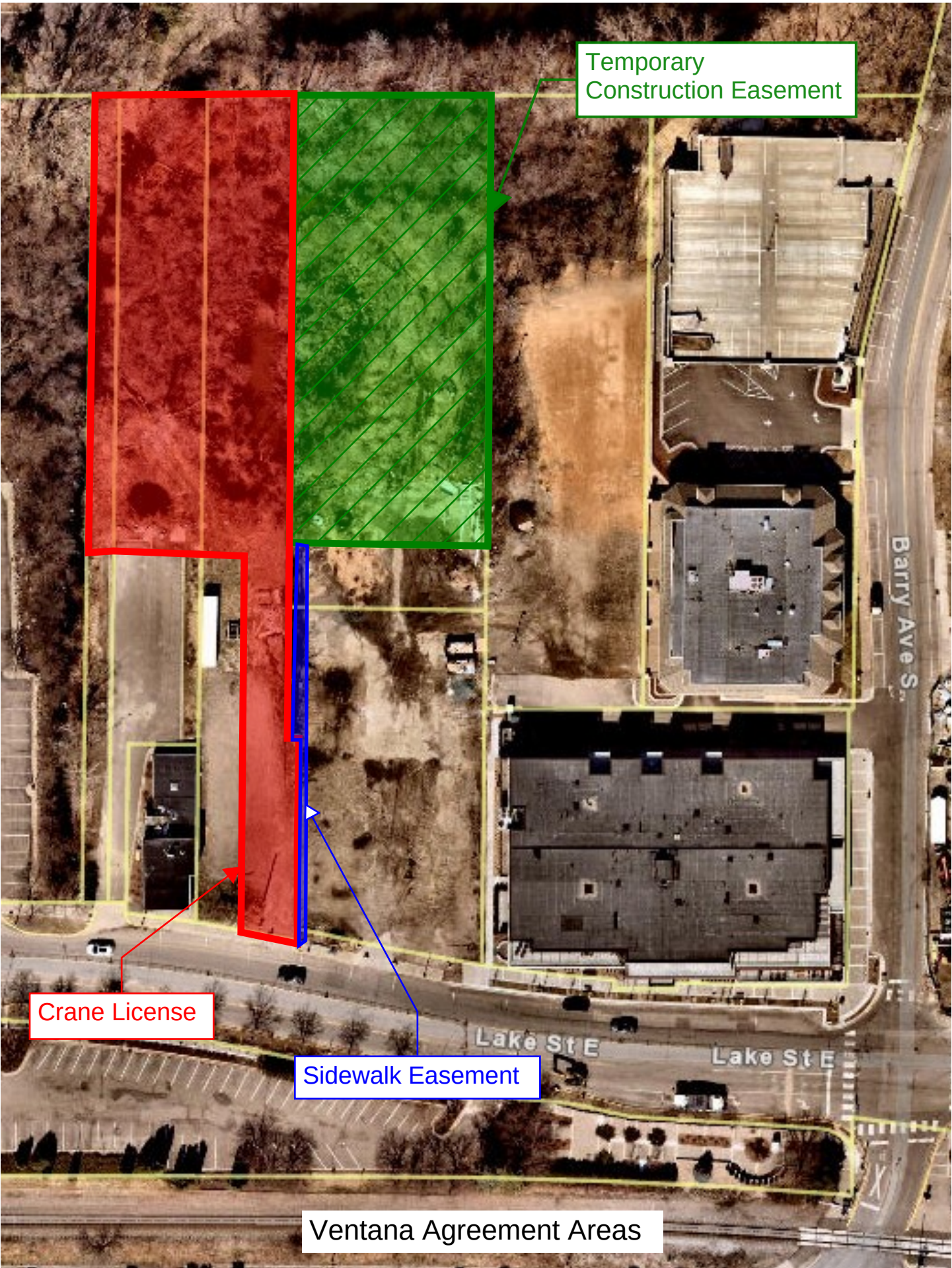
On July 7, 2020, the City Council approved an amended donation agreement for the transfer of property to the City that would become part of the public parking facility and a public access easement agreement over the western 2.7 feet of the property to allow for the construction of the joint access drive to connect the public parking facility with Lake Street East. These agreement were approved before the development and other agreements to allow for the adjacent public parking facility and Melvin's 235 office building projects to move forward.

As a condition of the development approval, the applicant is required to enter into an amended development agreement to protect the City in case of any incurred costs and/or improvements to public infrastructure. The City Attorney and staff have drafted the attached amended development agreement for the Council's consideration.

In addition to the amended development agreement, there is also a sidewalk easement agreement to acquire a 6.6 foot wide easement along the west side of the Ventana Parcel and adjacent to the joint access drive to allow for a pedestrian access between the public parking facility and Lake Street East, a temporary construction easement to allow for the construction activities for Ventana that may cross the property line onto the donated parcel, and a crane license agreement to allow for the crane that will construct the apartment building to swing within the airspace over the public parking facility and the joint access drive.

ATTACHMENTS:

1. Ventana Amended and Restated Development Agreement, Sidewalk Easement, Temporary Construction Easement, Crane License Agreement, and Easement Area Exh



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(253 Lake Street East, Wayzata, MN)**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this 15th day of September, 2020, by and between the City of Wayzata, a Minnesota municipal corporation and political subdivision (“**City**”) and Berry and Co., Inc., a Minnesota corporation (the “**Developer**”), regarding the property located at 253 Lake Street East, legally described on Exhibit A attached hereto (the “**Property**”).

Pursuant to Section 801.33 of the City’s Code and the terms and conditions of Resolution No. 27-2020, adopted by the Wayzata City Council on June 2, 2020 (the “**City Resolution**”), and Ordinance No. 784, adopted by the Wayzata City Council (the “**City Ordinance**”), copies of which are on file with and can be made available by the City, the parties agree as follows:

1. **Amendment to Planned Unit Development (PUD) General Plan; Background on Prior Project.** In 2018, the City approved the Property’s rezoning to a Planned Unit Development (PUD) District, as well as a PUD General Plan (the “**Original PUD**”), building height variance, and shoreland impact plan/conditional use permit. A Development Agreement was accordingly entered into by and between the City and the Developer on May 7, 2019. The Original PUD called for demolishing the existing buildings on the Property and constructing a new three-story, 16-unit condominium building, with underground parking for 32 stalls. The project called for in the Original PUD is referred to herein as the “**Prior Project**.”

Under the City Resolution, the City has granted Developer approval of an Amendment to the Original PUD (the “**PUD Amendment**” or “**Amended PUD**”), under which most aspects of the Prior Project would remain intact but the uses of the building and some of its footprint and design would shift to a new three (3) story building consisting of twenty-five (25) residential apartments and one (1) level of underground parking consisting of fifty (50) stalls. The project called for in the Amended PUD is referred to herein as the “**Project**”. Under the PUD Amendment, the number of residential units will be increased and changed to rental units, and the underground parking for the Project will expand to the north, and access thereto will be relocated from the rear (north) of the building to the west side and accessed via the Property’s access drive. In addition to approval of the PUD Amendment, the City Resolution additionally continued prior approvals for a Shoreland Impact Plan/Conditional Use Permit related to the impervious coverage on the Property, a new Preliminary and Final Plat for the Property (Ventana 2nd Addition), and design of the Project on the Property.

2. **Definition and Amendment of Plans.** The Project shall be developed and the Property shall be operated and used in accordance with: (i) the terms of this Agreement; (ii) the City Resolution and the City Ordinance, the terms of which Resolution are incorporated by reference in this Agreement as if fully stated herein; and (iii) the plans and specifications listed on Exhibit B attached hereto (the “**Plans**”). The Plans include: (i) floor plans, (ii) exterior elevations, (iii) a conceptual landscape design, (iv) a final plat, (v) a preliminary

plat (vi) a public access and sidewalk easement exhibits; and (vii) a construction plan. The Plans are on file with the City and may be amended from time to time with the prior approval of the City, provided all such amendments must comply with the City Code, including without limitation ordinances regarding amendments to planned unit developments. To the extent required by the City, the parties shall execute an agreement acknowledging any amendment to the Plans and record the same with the appropriate Hennepin County land records office for the Property. Developer acknowledges that the Plans must comply with all City Code and City design specifications, and must be reviewed and approved by the City Engineer, and in the case of the landscaping plans, reviewed by the City Forester, prior to the City's issuance of a building permit for the Project. The City acknowledges that some Plans may remain unchanged from the approved Plans for the Prior Project.

3. **Park Dedication Fee.** Developer shall be assessed a Park Dedication Fee of \$128,879.40 pursuant to City Code. The Park Dedication Fee shall be paid by the Developer to the City prior to the City issuing a certificate of occupancy for the Project.
4. **Final Plat.** Prior to the City's issuance of a building permit for the Project, the Final Plat of Ventana 2nd Addition shall have been approved by the Hennepin County Surveyor's Office, fully executed and the City shall have received proof of the Final Plat having been properly recorded with the Office of the Registrar of Titles of Hennepin County.
5. **Amended and Restated Public Access Easement.** The City may elect, in its sole discretion, to construct a multi-level public parking facility or surface parking lot (the "**Public Parking**") in the future, which shall abut the Property. In connection therewith, Developer shall (i) grant public access easements to the City permitting both vehicular and pedestrian ingress and egress to and from the Public Parking and Lake Street East over a portion of the Property of a width and location acceptable to the City in its sole discretion (the "**Public Access Easements**"), and has (ii) executed the Amended and Restated Public Access Easement Agreement attached hereto as Exhibit C (the "**Easement Agreement**"). The City shall record the Easement Agreement, and such recording shall be a condition of the City's full performance of this Agreement.
6. **Amended and Restated Donation Agreement.** The parties hereto acknowledge a portion of the Public Parking will be located on real property that has been donated from the Developer to the City (the "**Donation**"), known as Lot 3, Block 1, Ventana Addition (the "**Donated Property**"). The Donated Property has been donated to the City pursuant to an Amended and Restated Donation Agreement dated as of July 7, 2020, attached hereto as Exhibit H (the "**Donation Agreement**"), which has been executed by the parties and recorded. Since the donation agreement for the Prior Project, dated as of October 19, 2018, and the Amended and Restated Donation Agreement dated as of July 7, 2020, the Developer has amended the Prior Project and has received updated development approvals from the City for the current Project. The Developer has not received any special benefit for its Project as a result of the Donation. Although the City will construct Public Parking over and across a portion of the Donated Property, the Donation was not a condition of the development approvals granted to the Developer, and provides no special benefit to the Project. The Public Parking was not necessary for the Project approval or to satisfy normal

zoning requirements. The Donation of the Donated Property is authentic and not a condition precedent to the Project approval.

7. **Temporary Construction Easement and Crane License.** The Developer will need access to the Donated Property to complete the construction of its Project on the Property. The City accordingly will agree to provide a Temporary Construction Easement and Crane License covering the Donated Property and adjacent property owned by the City. The Temporary Construction Easement will require the delivery of a Phase I Environmental Site Assessment (ESA) documenting all activities that occurred during the Developer's use of the Temporary Construction Easement. The Form of Temporary Construction Easement and Crane License are attached hereto as Exhibit I.
8. **Public Improvements.** At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit D ("**Public Improvements**") in accordance with the Plans before the issuance of a certificate of occupancy for the Project by the City. The City shall have no responsibility for any costs for or related to the construction of the Public or Private Improvements or for the cost of any other improvements for or related to the Project.
9. **Private Improvements.** At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit E ("**Private Improvements**") in accordance with the Plans before the issuance of a certificate of occupancy for the Project by the City. The City shall have no responsibility for any costs for or related to the construction of the Private Improvements or for the cost of any other improvements for or related to the Project.
10. **Maintenance Costs.** The Developer shall repair, replace and maintain, and be liable for the cost of repairing, replacing and maintaining the Public and Private Improvements installed by the Developer; 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 and own all Public Improvements once inspected, tested, approved and accepted in writing by the City.
11. **Warranty.** As to the Public Improvements, the Developer warrants all such work required to be performed by it pursuant to this Agreement against poor material and faulty workmanship for a period of twenty-four (24) months after final completion is certified by the Developer's civil engineer. Any repairs or replacements shall be warranted for twenty-four (24) months from the time of construction or installation. The warranties referred to in this Section shall hereinafter be referred to, collectively, as the "**Warranties**".
12. **Security For Public and Private Improvements.**
 - A. Prior to the issuance of any building permit for the Project, Developer shall deposit with the City an irrevocable letter of credit or cash deposit (in either case, the "**Security For Public and Private Improvements**") in an amount equal to \$482,500.00, being 125% of the estimated construction costs for all the Public

Improvements and Private Improvements, with such costs being shown on Exhibit D and Exhibit E. If application for a building permit for the Project is not made within six (6) months following the date of this Agreement, the City shall have the right to reasonably adjust the amount of the Security For Public and Private Improvements if the then current construction cost estimates for the Public Improvements or Private Improvements have increased from the date hereof. The Security For Public and Private Improvements shall secure all the Developer's obligations under this Agreement. The Security For Public and Private Improvements shall be referred to herein, collectively and individually, as the "Security".

- B. If a letter of credit is deposited for the Security, the issuer of the Security, and the form and terms of such Security, shall be subject to the prior approval of the City. The letter of credit, if applicable, shall be in force until all of the Public Improvements and Private Improvements 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, if applicable, shall be for at least 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 issuer notifies the City that it elects not to renew for an additional period. At least thirty (30) days prior to the expiration of any letter of credit provided under this Section, Developer shall provide the City with a replacement letter of credit, acceptable to the City, which shall extend at least one year beyond the expiration date of the letter of credit then in effect, or the City may immediately draw in full upon the letter of credit then in effect.
 - C. The City may draw on the cash deposit or letter of credit, as applicable, provided under this Section with five (5) business days' prior written notice to Developer, if the Developer fails to complete the Public Improvements or Private Improvements prior to the earlier of (i) the date on which the City is to issue a certificate of occupancy for the Project or (ii) **September 1, 2021**.
 - D. With prior written approval from the City, the amount of the Security may be reduced from time to time as Developer's obligations with respect to the Public and Private Improvements are satisfied. The amount of such reduction shall equal no more than 100% of the originally estimated cost of the particular Public Improvement or Private Improvements obligation satisfied, as shown on Exhibit D and Exhibit E; provided however, that after any such reductions the remaining amount of the Security shall be no less than 125% of the estimated cost to complete the remaining Public Improvements or Private Improvements, as determined by the City. Any Security on deposit with the City upon the expiration of all Warranties shall be released to Developer upon Developer's written request to the City.
13. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property during the development, including construction, and all times until the City issues a final Certificate of Occupancy for the Project, to perform all work and inspections applicable thereto and contemplated under this

Agreement and/or under the City Code. If the Developer fails to pay or perform its obligations under this Agreement with respect to the Public Improvements or Private Improvements after notice and expiration of any cure period, then the City may enter the Property and pay or perform such obligations and obtain payment for the expenses therefor from the proceeds of the Security. Among other expenditures, the City may draw upon the Security to satisfy the claims of contractors or suppliers which have not been paid or satisfied by the Developer with respect to the Public Improvements or Private Improvements.

14. Responsibility for Costs.

- A.** The Developer shall hold the City and its elected officials, officers and employees and agents harmless from claims made by Developer 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 Developer shall indemnify and hold the City and its elected officials, officers and employees harmless from all costs, damages or expenses, obligations, claims or liabilities, including reasonable attorneys' and other professional or consulting fees.
- B.** The Developer shall reimburse the City for all reasonable costs incurred by the City in connection with processing the application that resulted in the City Resolution and the City Ordinance and the preparation and enforcement of this Agreement (and any amendment thereto), including engineering, building official, planning and attorneys' fees, and for the City's performance of the Developer's obligations under this Agreement in the event that Developer fails to commence or complete such obligations on a timely basis.
- C.** The Developer 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 Security to discharge such obligations. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year or the maximum rate allowed by law, whichever is less.

15. Events of Default.

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

 - (1)** Failure by the Developer to pay when due amounts required to be paid under any provision of this Agreement.

- (2) Failure by the Developer to observe and substantially perform any covenant, condition or obligation on its part to be observed or performed under this Agreement.

B. Remedies of Default. Whenever any Event of Default occurs and the Developer fails to cure such default within (i) ten (10) days after notice of a monetary default by the City; or (ii) twenty (20) days after notice by the City of a non-monetary default or such longer period as may be reasonably necessary, provided Developer 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 Developer any obligation of the Developer hereunder. The Developer shall promptly reimburse the City for any reasonable expense incurred by the City. 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 Property 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 Property and the Property 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 Property, including building permits for the Property.
- (3) Require the Developer to discontinue work on the Property until such time as the Event of Default has been cured.
- (4) Assess against the Property any reasonable costs incurred or damages suffered by the City due to the breach of this Agreement by Developer, and the Property shall be deemed to have benefited by such amount.
- (5) Draw on any Security, or the proceeds thereof, to pay to cure the default.

16. Representations. Developer warrants and represents, for the benefit of the City, that, as of the date hereof: (i) Developer, or its permitted assign, is the fee owner of the Property and each has all requisite power and authority to execute and deliver this Agreement, and to perform all of the obligations required of Developer hereunder; and (ii) each is not required to obtain any consent or approval of any person or entity as a condition to either entering into this Agreement, or if any such required consent or approval is required, it has been obtained (iii) if, as of the recording of this Agreement, any party has a mortgage lien against the Property with such lien having or purporting to have priority over this Agreement, such party has executed a Consent and Joinder by Mortgagee, in the form

attached as Exhibit F attached hereto, and any such Consent and Joinder shall be attached to the recorded/filed original of this Agreement as Exhibit G.

17. **Conformance with Laws.** The Developer shall comply with the terms of this Agreement and all local, state, and federal laws and regulations applicable to the Project and Property.

18. **Miscellaneous.**

- A. This Agreement shall be binding on and inure to the benefit of the City and the Developer, and their respective successors and assigns. The Developer may not assign this Agreement or any of its rights and/or obligations hereunder, in full or in part, without prior written consent from the City and any such consent shall be subject to any new owner or owners of the Property, in writing, assuming the obligations of the Developer hereunder in a document approved, in writing, by the City.
- B. This Agreement may not be terminated, amended, revoked or modified without the written agreement of the then current fee owner(s) of the Project and the City, in a document which is in recordable form.
- C. Nothing herein contained shall be deemed to be a gift or dedication of all or any portion of the Property to the general public or for any public use or purpose.
- D. All exhibits and attachments referred to herein and attached hereto shall be deemed part of this Agreement.
- E. Notwithstanding anything to the contrary herein, this Agreement shall not limit the City's rights and powers under applicable law, including without limitation any rights to maintain public or City-owned property.
- F. There shall be no third party beneficiaries to this Agreement and third parties shall have no recourse against the City under this Agreement.
- G. 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.
- H. 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. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- I. This Agreement and any amendments thereto shall run with and be enforceable against the Property, including, without limitation, any common interest community that may be created with respect to the Property, and shall be recorded against the title to the Property at the expense of the Developer. Developer shall

provide the City with a recorded copy of this Agreement, and any amendments thereto, as soon as they are available. No building permits shall be issued for the Property until (i) evidence of such recording acceptable to the City has been provided by the Developer, and (ii) Developer has obtained and recorded agreements by all parties holding an interest in the Property, including but not limited to mortgage holders, agreeing to be subject to the terms and conditions of this Agreement.

- J.** If the Developer endeavors to create a common interest community with respect to the Property, it shall disclose this Agreement, together with any amendment thereto, in any disclosure statement required under Minnesota Statute Section 515B.4-102 or any other applicable law.
- K.** After (i) the Developer has completed all of the Public Improvements required of it under this Agreement, (ii) the City has inspected, approved and accepted ownership of all Public Improvements, and (iii) all warranty periods provided for in this Agreement have expired, then, at the Developer's request, the City will execute and deliver to the Developer a Certificate of Completion in recordable form evidencing performance by Developer of its obligations hereunder with respect to the Public Improvements, subject to:

 - (1) Any representation or warranties which may be in effect subsequent to the date of completion;
 - (2) The obligations of the Developer to retain the Public Improvements in the form described by the Plans referenced herein;
 - (3) Any other obligations which are not specifically identified in such Certificate as 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 Developer, shall remain the ongoing obligation of the Developer and its successors and assigns. Any owner of the Property, including without limitation any HOA, 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.

- L.** If the Developer shall consist of more than one party (each a "**Developer Party**"), then: (i) the obligations of each Developer Party hereunder are joint and several with any other Developer Party; (ii) a release of any one (1) or more Developer Party shall not in any way be deemed a release of or limitation in favor of or for the benefit of any other Developer Party not so released; and (iii) a separate action hereunder may be brought and prosecuted against one (1) or more Developer Party.
- M.** 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.

- N. The City and Developer are not intended to become partners or joint venturers and nothing herein shall be construed or applied to constitute the Owner and Developer as partners or joint venturers.
 - O. Notwithstanding any provision of this Agreement to the contrary, to the full extent permitted by law, any further development or construction of new improvements and any additions or alterations to existing improvements not expressly approved under this Agreement will require additional approvals from the City, as required by City ordinances, and in full compliance with any amendments to the City's Comprehensive Plan or Code requirements enacted after the date of this Agreement.
 - P. This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
 - Q. This Agreement shall be governed by and construed under the laws of Minnesota. To the extent Section 500.20 of the Minnesota Statutes applies to this instrument, this Agreement creates a public covenant, condition and restriction and the parties intend for it to be perpetual, except as expressly provided herein.
 - R. The Development Agreement for the Prior Project, executed by Ventana, LLC on April 15, 2019 and the City on May 7, 2019, is hereby amended and restated in all respects by this Agreement. Such Development Agreement for the Prior Project is of no further force or effect.
19. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified or registered mail at the following address:

Berry and Co., Inc.
1907 Wayzata Boulevard
Suite 250
Wayzata, MN 55391
Attention: Bradley Hoyt

With copies to:

Robins Kaplan LLP
800 LaSalle Avenue, Suite 2800
Minneapolis, MN 55402
Attention: Steven A. Schumeister

Notices to the City shall be in writing and shall be either hand delivered to the City Manager, or mailed to the City by registered or certified mail in care of the City Manager at the following address:

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

[SIGNATURE PAGES ATTACHED]

DRAFT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DEVELOPER:

Berry and Co., Inc., a Minnesota corporation

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020, by Bradley Hoyt, the Chief Executive Officer of Berry and Co., Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

[SIGNATURE PAGE TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR 253 LAKE STREET EAST]

CITY:

**City of Wayzata,
A Minnesota municipal corporation**

By: Kenneth Willcox
Its: Mayor

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Kenneth Willcox, Mayor of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

[SIGNATURE PAGE TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR 253 LAKE STREET EAST]

CITY:

**City of Wayzata,
A Minnesota municipal corporation**

By: Jeffrey Dahl
Its: City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Jeffrey Dahl, City Manager of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402-4452

EXHIBIT A

Legal Description

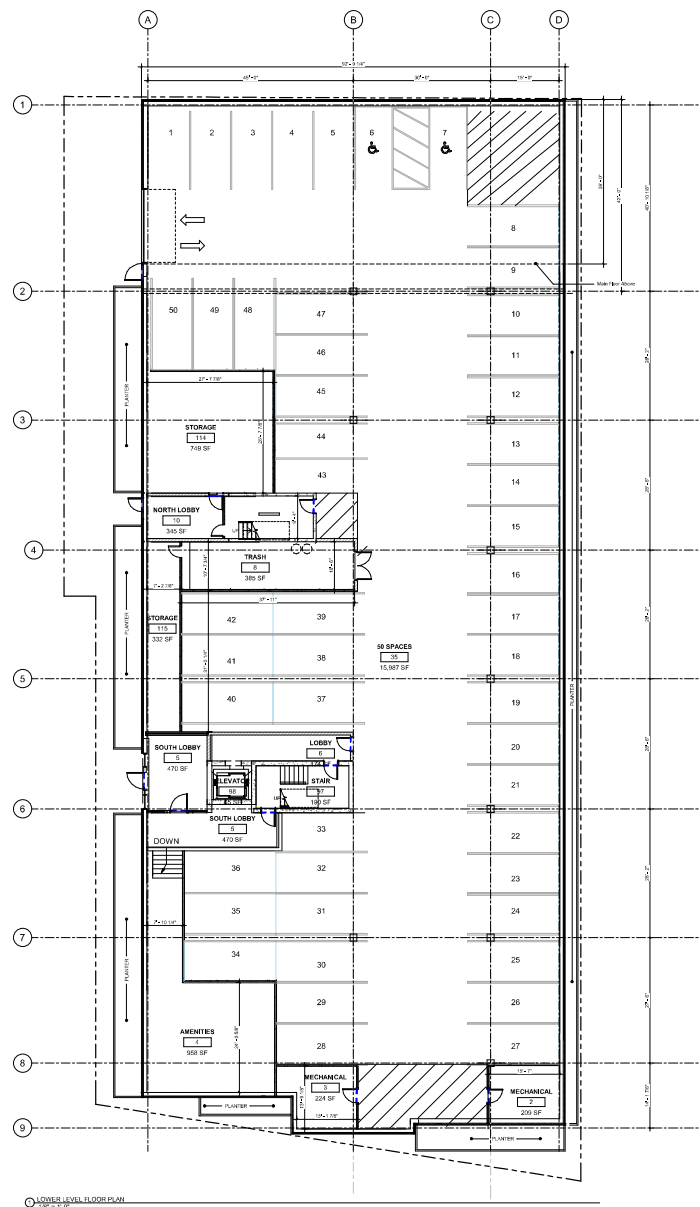
Lot 1, Block 1, Ventana 2nd Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

DRAFT

EXHIBIT B

List of Plans

1. Lower Level Floor Plan – Sheet A1 – Dated 04/08/2020
2. Main Level Floor Plan – Sheet A2 – Dated 04/08/2020
3. Second Level Floor Plan – Sheet A3 – Dated 04/08/2020
4. Third Level Floor Plan – Sheet A4 – Dated 04/08/2020
5. Exterior Elevations – Sheets 200 and 201 – Dated 08/07/2020
6. Conceptual Landscape Design – Revised 08/31/2020
7. Ventana 2nd Addition Final Plat
8. Preliminary Plat - Revised 04/22/2020
9. Easement Exhibit – Dated 03/04/2020
10. Construction Plan - Revised 09/09/20



○ LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"

**VENTANA
APARTMENTS**
203 LAKE ST. EAST
WAYZATA, MN

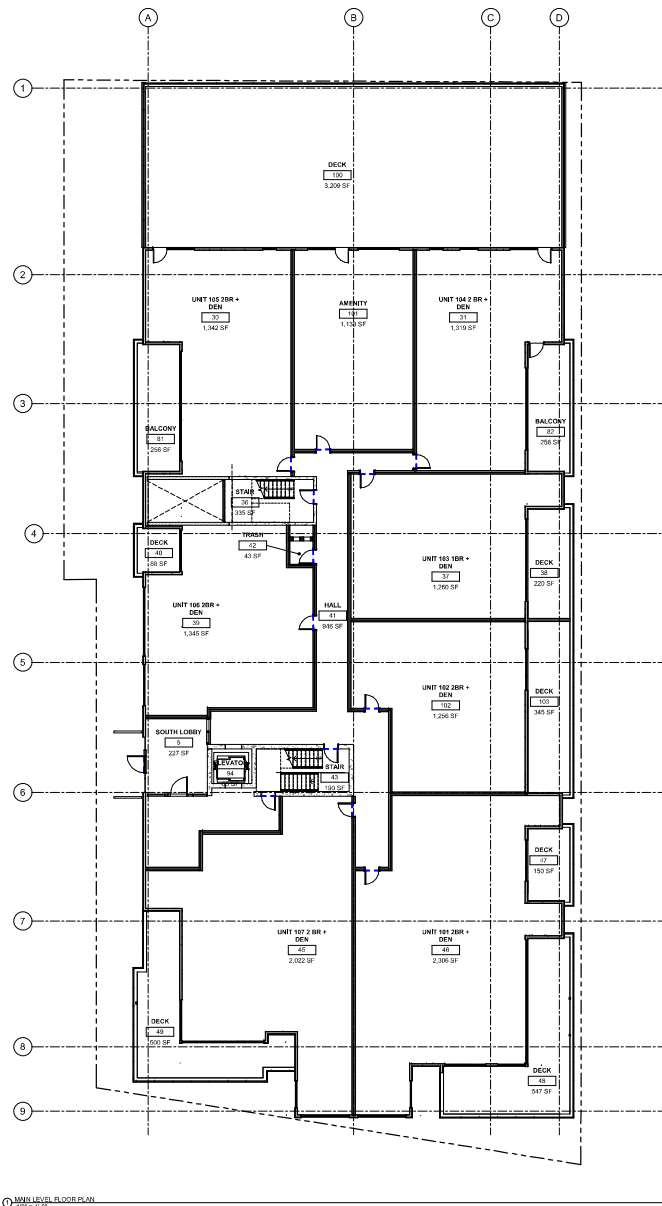
P.L.D. AMENDMENT SET

PROJECT NUMBER: 180000
DATE: 08/05/2011 11:28 AM

REVISION: 001



LOWER LEVEL FLOOR PLAN
A1



VENTANA
APARTMENTS
253 LAKE ST. EAST
WAYZATA, MN

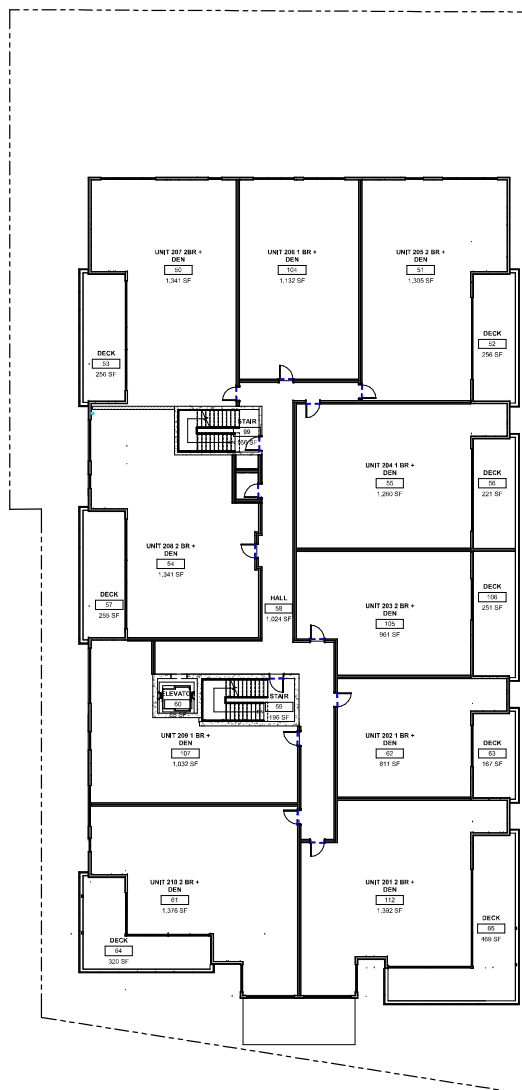
P.L.D. AMENDMENT SET

PROJECT NUMBER: 100000
PRINT DATE: 06/05/2011 11:28 AM

REVISIONS
1. 06/05/2011 11:28 AM



MAIN LEVEL FLOOR PLAN
A2



SECOND LEVEL FLOOR PLAN
1/8" = 1'-0"

VENTANA
APARTMENTS
203 LAKE ST. EAST
WAYZATA, MN

P.L.D. AMENDMENT SET

PROJECT NUMBER: 1000000
DATE: 08/08/11 11:31 AM

REVISION: 00/00

00/00



SECOND LEVEL FLOOR PLAN
A3



PUD AMENDMENT SET

PROJECT NUMBER: 602020 11 01 58.4

REVISION DATE

Journal of Interpersonal Violence 28(10)

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THIRD LEVEL FLOOR PLAN

A4

A4



1 SOUTH ELEVATION
SCALE 1/8" = 1'-0"



2 EAST ELEVATION
SCALE 1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE			
LIMESTONE VENEER MASONRY BASE #1: (M1) MANUFACTURER: VETTERSTONE FINISH: HONED FINISH COLOR: GLACIER BUFF SIZE: 20"H X 48"L X 3"D: 1/2 RUNNING BOND	M1	COMPOSITE METAL TRIM / COLUMN COVERS: (T1) MANUFACTURER: X TYPE: X COLOR: X	T1
LIMESTONE CORING CAP: (LS1) MANUFACTURER: VETTERSTONE STYLE: X COLOR: GLACIER BUFF	LS1	SOFFIT: (S1) MANUFACTURER: X TYPE: X COLOR: X	S1
LIMESTONE VENEER TRIM: (LS2) MANUFACTURER: VETTERSTONE STYLE: X COLOR: GLACIER BUFF	LS2	ALUMINUM BALCONIES AND RAILINGS: MANUFACTURER: X RAILINGS: PREFINISHED METAL, BLACK PANELS: GLASS PANELS	R1
THROUGH-COLOR FIBER-REINFORCED COMPOSITE PANEL: (S1) MANUFACTURER: SWISSPEARL STYLE: LARGO AVERA COLOR: AV100 - THROUGH COLOR, NOT PAINTED	CP1	ALUMINUM CURTAIN WALL / WINDOWS: COLOR: BLACK	W1
ALUMINUM PANEL, METAL LOOK: (MP1) MANUFACTURER: FIRESTONE STYLE: FLUSH PANEL UC-500, 8" COLOR: SILVER METALLIC	MP1	RESIDENTIAL WINDOWS & SLIDING PATIO DOORS: MANUFACTURER: ANDERSON STYLE: 100 SERIES, SEE WINDOW SCHEDULE COLOR: BLACK EXTERIOR, WHITE INTERIOR	W2
ALUMINUM PANEL, WOOD LOOK: (MP2) MANUFACTURER: DIZAL STYLE: FLAT PANEL, 6" COLOR: JATOBIA VARIEGATED DARK	MP2	COMPOSITE WOOD DECKING: (WD1) MANUFACTURER: TREX COMPOSITE DECKING STYLE: TBD COLOR: TBD	WD1
METAL FLASHING / COPING COLOR #1: (MF1) MANUFACTURER: X TYPE: X COLOR: SILVER METALLIC	MF1	MECHANICAL LOUVERS & GARAGE VENTING: (L1) COLOR: SEE ELEVATIONS: CUSTOM COLOR TO MATCH ADJACENT MATERIAL	L1
METAL FLASHING / COPING COLOR #2: (MF2) MANUFACTURER: X TYPE: X COLOR: X	MF2		

*SEE PROJECT MANUAL FOR EQUAL MANUFACTURERS TO ABOVE REFERENCED PRODUCTS.

EXTERIOR MATERIALS - TOTAL	
VETTERSTONE	21.32%
ALUMINUM PANEL - METAL LOOK	18.14%
ALUMINUM PANEL - WOOD LOOK	11.20%
SWISSPEARL	19.05%
OPENINGS	30.29%

EXTERIOR MATERIALS - NO OPENINGS		
VETTERSTONE	PRIMARY	30.58%
ALUMINUM PANEL - METAL LOOK	NON-PRIMARY	26.02%
ALUMINUM PANEL - WOOD LOOK	NON-PRIMARY	16.06%
SWISSPEARL	NON-PRIMARY	27.34%
TOTAL NON-PRIMARY		69.42%

EXTERIOR FINISH SCHEDULE			
LIMESTONE VENEER MASONRY BASE #1: (M1) MANUFACTURER: VETTERSTONE FINISH: HONED FINISH COLOR: GLACIER BUFF SIZE: 20"H X 48"L X 3"D; 1/2 RUNNING BOND	M1	COMPOSITE METAL TRIM / COLUMN COVERS: (T1) MANUFACTURER: X TYPE: X COLOR: X	T1
LIMESTONE COPING CAP: (LS1) MANUFACTURER: VETTERSTONE STYLE: X COLOR: GLACIER BUFF	LS1	SOFFIT: (S1) MANUFACTURER: X TYPE: X COLOR: X	S1
LIMESTONE VENEER TRIM: (LS2) MANUFACTURER: VETTERSTONE STYLE: X COLOR: GLACIER BUFF	LS2	ALUMINUM BALCONIES AND RAILINGS: MANUFACTURER: X RAILINGS: PREFINISHED METAL, BLACK PANELS: GLASS PANELS	R1
THROUGH-COLOR FIBER-REINFORCED COMPOSITE PANEL: (S1) MANUFACTURER: SWISSPEARL STYLE: LARGO AVERA COLOR: AV100 - THROUGH COLOR, NOT PAINTED	CP1	ALUMINUM CURTAIN WALL / WINDOWS: COLOR: BLACK	W1
ALUMINUM PANEL METAL LOOK: (MP1) MANUFACTURER: FIRESTONE STYLE: FLUSH PANEL UC-500; 8" COLOR: SILVER METALLIC	MP1	RESIDENTIAL WINDOWS & SLIDING PATIO DOORS: MANUFACTURER: ANDERSON STYLE: 100 SERIES; SEE WINDOW SCHEDULE COLOR: BLACK EXTERIOR, WHITE INTERIOR	W2
ALUMINUM PANEL WOOD LOOK: (MP2) MANUFACTURER: DIZAL STYLE: FLAT PANEL; 8" COLOR: JATOSIA VARIEGATED DARK	MP2	COMPOSITE WOOD DECKING: (WD1) MANUFACTURER: TREX COMPOSITE DECKING STYLE: TBD COLOR: TBD	WD1
METAL FLASHING / COPING COLOR #1: (MF1) MANUFACTURER: X TYPE: X COLOR: SILVER METALLIC	MF1	MECHANICAL LOUVERS & GARAGE VENTING: (L1) COLOR: SEE ELEVATIONS; CUSTOM COLOR TO MATCH ADJACENT MATERIAL	L1
METAL FLASHING / COPING COLOR #2: (MF2) MANUFACTURER: X TYPE: X COLOR: X	MF2		

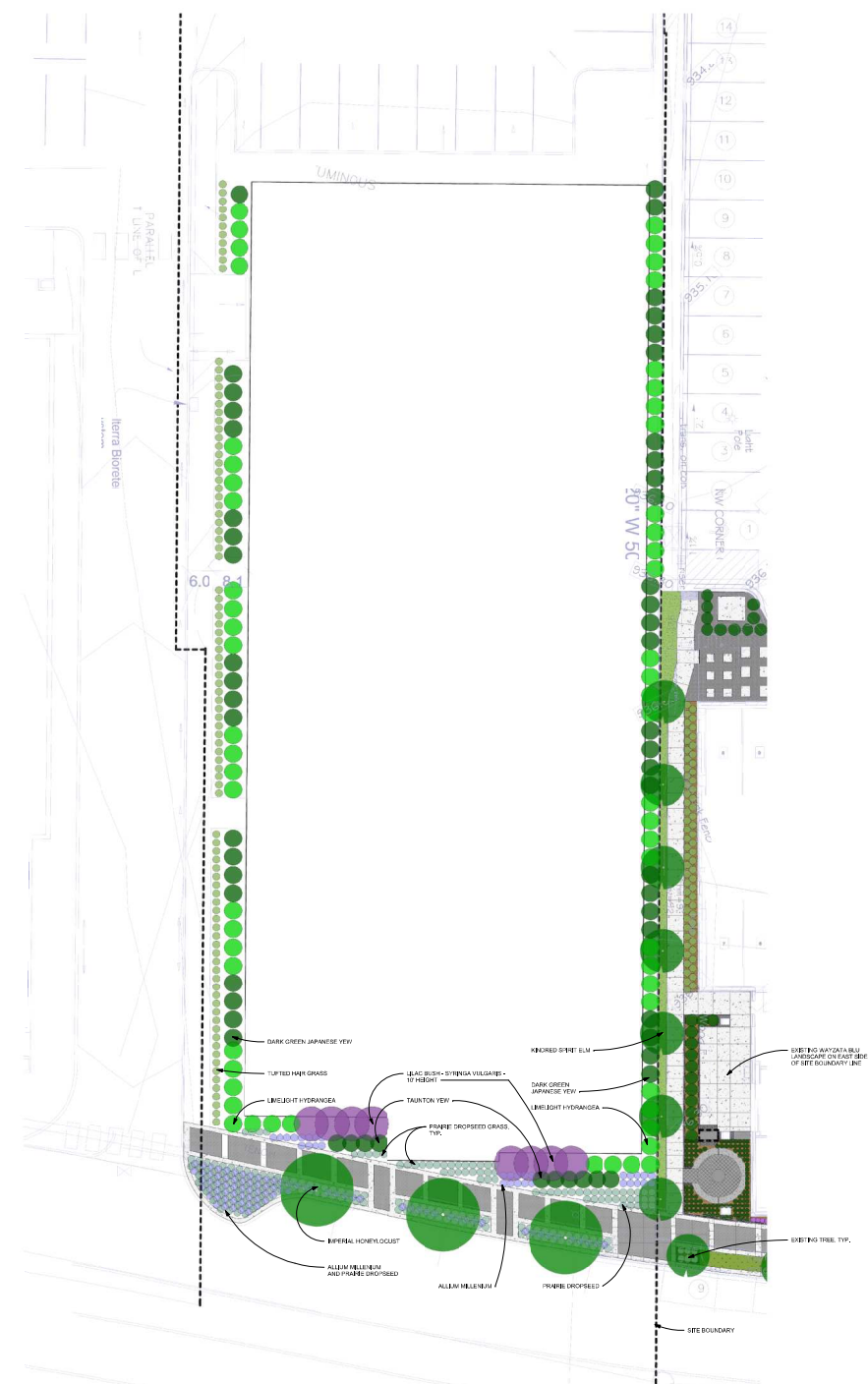
*SEE PROJECT MANUAL FOR EQUAL MANUFACTURERS TO ABOVE REFERENCED PRODUCTS.



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



VENTANA 2ND ADDITION

R.T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Berry & Co. Inc, a Minnesota corporation, for owner of the following described property situated in the State of Minnesota, County of Hennepin, to wit:

Lot 1, Block 1, Ventana Addition

And

Lot 2, Block 1, Ventana Addition

Has caused the same to be surveyed and platted as VENTANA 2ND ADDITION and does hereby dedicate to the public for public use forever the public ways as created by this plat.

In witness whereof Berry & Co. Inc, a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Berry & Co. Inc.

_____, President
Bradley A. Hoyt

STATE OF MINNESOTA, COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Bradley A. Hoyt, President of Berry & Co. Inc, a Minnesota corporation on behalf of the corporation.

Notary Public, _____ County, Minnesota

Notary Printed Name

My Commission Expires

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

Dated this _____ day of _____, 20____.

Daniel L. Schmidt, Licensed Land Surveyor
Minnesota License No. 26147

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____ by Daniel L. Schmidt.

Notary Public, Hennepin County, Minnesota

Notary Printed Name

My Commission Expires

WAYZATA, MINNESOTA

This plat of VENTANA 2ND ADDITION was approved and accepted by the City Council of Wayzata, Minnesota at a regular meeting held this _____ day of _____, 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, subd. 2.

City Council, City of Wayzata, Minnesota.

By: _____ Mayor By: _____ City Clerk

RESIDENT AND REAL ESTATE SERVICES
Hennepin County, Minnesota

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

Mark V. Chapin, County Auditor

By: _____ Deputy

SURVEY DIVISION
Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor

By: _____

REGISTRAR OF TITLES
Hennepin County, Minnesota

I hereby certify that the within plat of VENTANA 2ND ADDITION was filed in this office this _____ day of _____, 20____ at _____ o'clock _____ M.

Martin McCormick, Registrar of Titles

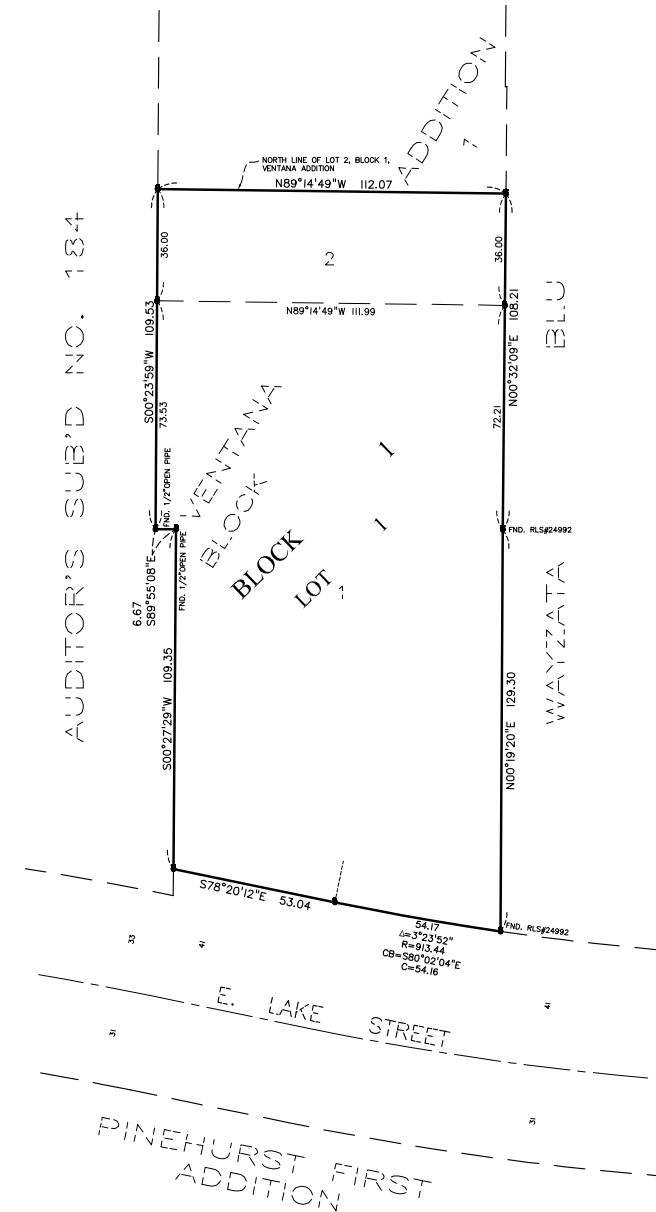
By: _____ Deputy



20 10 0 10 20 40
SCALE IN FEET

The basis for the bearing system is the north line of Lot 2, Block 1, VENTANA ADDITION which is assumed to bear North 89 degrees 14 minutes 49 seconds West.

• Denotes a found 1/2 inch pipe mark with R.L.S. No. 40344, unless denoted otherwise.



SATHRE-BERGQUIST, INC.

**PROPOSED EASEMENT
DESCRIPTIONS**



**SIDEWALK EASEMENT
DESCRIPTION**

An easement over, under and across the east 6.60 feet of the west 9.30 feet of the north 109.53 feet, and the west 2.60 feet lying south of the north 109.53 feet thereof, all in Lot 1, Block 1, VENTANA 2ND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

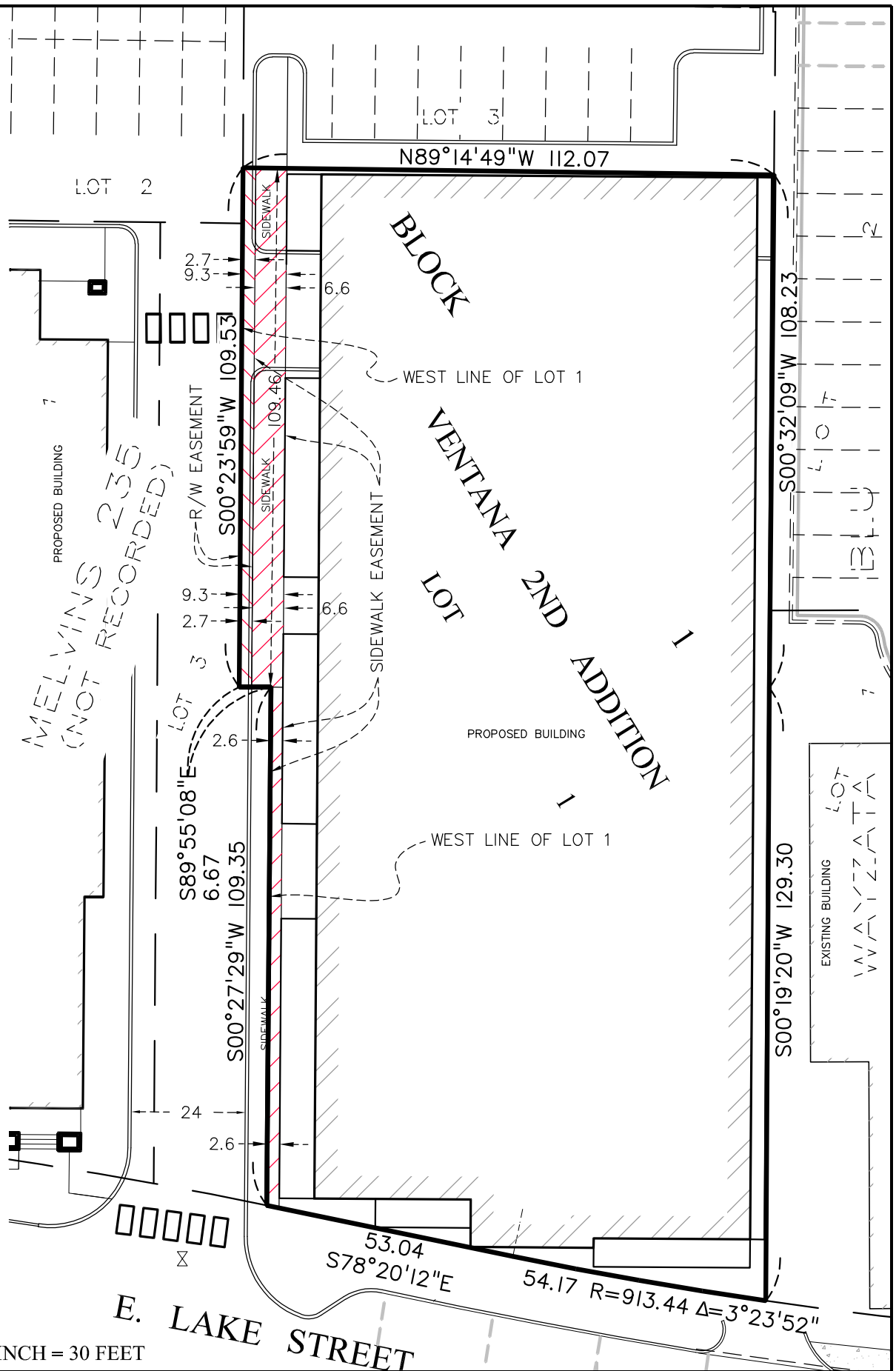
Easement Area: 1,006 sq. ft.



**RIGHT OF WAY EASEMENT
DESCRIPTION**

An easement over, under and across west 2.70 feet of the north 109.53 feet of Lot 1, Block 1, VENTANA 2ND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

Easement Area: 292 sq. ft.



SCALE: 1 INCH = 30 FEET



SATHRE-BERGQUIST, INC.

150 South Broadway Ave.
Wayzata, MN. 55391
(952) 476-6000 www.sathre.com

Easement Exhibit

Prepared For
BERRY & Co., Inc.

Date: 3/04/2020

Revision Date:

Prepared By: DBP

Check By:

Layout Sheet: SW ESMT EXHIBIT

Project Number: 94818-001

2
2

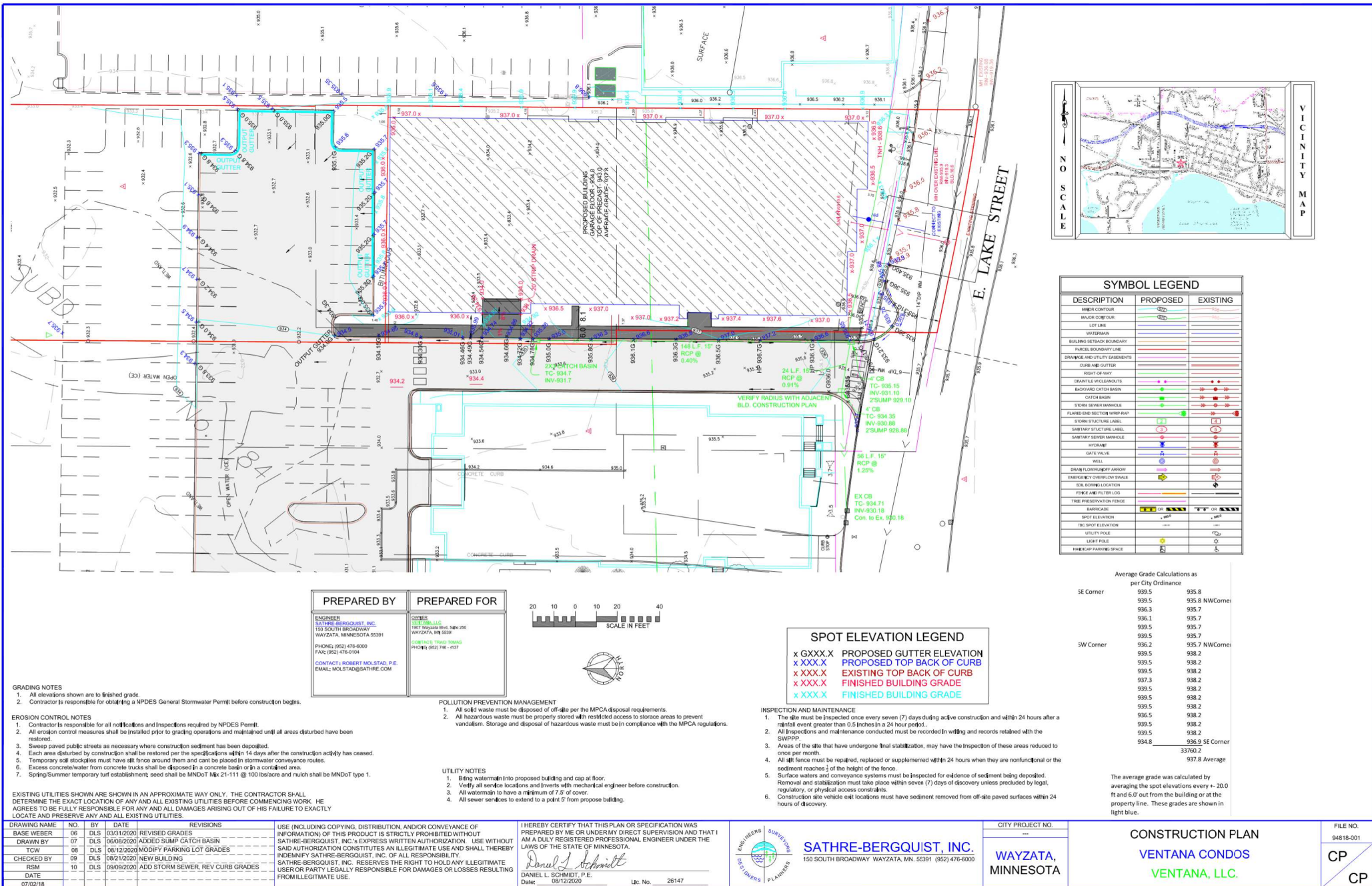


EXHIBIT C

Public Access Easement

(Attached – Executed and Recorded Copy)

DRAFT

AMENDED AND RESTATED PUBLIC ACCESS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED PUBLIC ACCESS EASEMENT AGREEMENT (this “Agreement”), is made effective as of this ____ day of _____, 2020, by and between the CITY OF WAYZATA, a Minnesota municipal corporation (hereinafter the “City”), and BERRY AND CO., INC., a Minnesota corporation (hereinafter the “Developer”).

W I T N E S S E T H:

WHEREAS, the City and Ventana, LLC entered into a Development Agreement, executed on April 15, 2019 (Ventana, LLC) and May 7, 2019 (City), (the “Prior Development Agreement”) with respect to the development of the real property located at 253 Lake Street East, Wayzata, Minnesota; and

WHEREAS, as a part of the Prior Development Agreement, the parties thereto entered into a Public Access Easement Agreement, executed on April 15, 2019 (Ventana, LLC) and May 7, 2019 (City), (the “Prior Easement Agreement”) with respect to the conveyance of a right-of-way easement over a portion of the property located at 253 Lake Street East, Wayzata, Minnesota; and

WHEREAS, City and the Developer have now entered into an Amended and Restated Development Agreement, dated _____, 2020, which was recorded in the Office of the Registrar of Titles of Hennepin County, Minnesota on _____, 2020, as Document No. _____ (the “Development Agreement”), with respect to the development of the real property located at 253 Lake Street East, Wayzata, Minnesota, and legally described as Lot 1, Block 1, Ventana 2nd Addition (the “Property”), which Development Agreement necessitates the execution of this Agreement; and

WHEREAS, the capitalized terms used, but not defined in this Agreement shall have the meanings given in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, the Developer has agreed to grant non-exclusive public access easements to the City to provide the general public and the City with ingress and egress from Lake Street East to the to-be-constructed municipal parking facility or surface parking lot (the “Public Parking”) along the west boundary line of the Property; and

WHEREAS, the City and the Developer deem it to be in their vital interest to enter into this Agreement with respect to those portions of the Property upon which the Developer will grant easements to the City as more specifically described herein; and

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

GRANT OF EASEMENTS

Section 1.1. Public Access Easements. The Developer hereby grants and conveys to the City non-exclusive easements (the “Public Access Easements”) over and across those portions of the real property described on Exhibit B, situated in the City of Wayzata, County of Hennepin, State of Minnesota (the “Public Access Easement Area”), for the purpose of providing the City and the general public with ingress and egress for vehicular and pedestrian traffic over and across the Public Access Easement Area to and from the Public Parking. The Public Access Easement Area will consist of a sidewalk easement and a right-of-way easement, each legally described on Exhibit B attached hereto.

Section 1.2. Purpose. The Public Access Easements are granted for the purposes described in Section 1.1, together with all appurtenances thereto and means of access from and to public rights of way and easements shown in the Plans or constructed by Developer; and include, but are not limited to, any and all sidewalks, streets, alleys, or public spaces immediately adjoining or contiguous to the Public Access Easements and all easements appurtenant.

Section 1.3. Releases and Reservations.

(a) The Developer reserves in, over, under, above, across and upon the Public Access Easement Area the right to use the Public Access Easement Area for any and all uses and purposes provided that such use does not obstruct or materially interfere with the intended purpose of the Public Access Easements, including without limitation:

- (i) the right of access for ingress and egress through the Public Access Easement Area;
- (ii) the right to bring utilities, materials, and other facilities through the Public Access Easement Area; and

(iii) the right to grant easements in, over, under and across the Public Easement Area for the purpose of installation, use and operation of utilities.

(b) All provisions in this Section 1.3 are subject to the terms of the Development Agreement, the Plans and the City Code with regard to public rights of way, including the requirements to obtain encroachment permits, obstruction permits or other City approvals to do work in or to public rights of way.

Section 1.4. Traffic Regulations and Enforcement. All vehicular and pedestrian traffic on the roadways on the Public Access Easement Area shall be subject to applicable local, state and federal laws. The City shall have the right to regulate and enforce any and all traffic violations on the roadways on the Public Access Easement Area.

ARTICLE II

TERM

Section 2.1. Term. The Public Access Easements will become effective upon the date of this Agreement and shall be of perpetual duration unless otherwise provided herein.

ARTICLE III

UTILITIES

Section 3.1. Utility Charges. The Developer will pay, or cause to be paid, when the same become due, all charges for water, sewer usage, gas, electricity, and any and all other utility or similar services used, rendered, supplied, or consumed in, upon, at, from, or in connection with the Public Access Easement Area, or any part thereof.

ARTICLE IV

TAXES AND ASSESSMENTS

Section 4.1. Payment of Taxes and Assessments. The Developer must pay, or cause to be paid, before becoming delinquent, all real estate taxes, charges, assessments, and levies, assessed and levied by any governmental taxing authority against the Public Access Easements. Nothing contained in this Agreement requires the Developer to pay any franchise, estate, inheritance, excise, succession, capital levy, or transfer tax of the City or any income, excess profits or revenue tax payable by the City under this Agreement. The Developer has the right and option, at any time but solely at the Developer's expense, to pay any real estate taxes or assessments in installments or under protest or in a similar manner, or to contest the levy or amount of the same in appropriate legal or administrative proceedings.

ARTICLE V

USE OF PUBLIC ACCESS EASEMENTS

Section 5.1. Construction of Public Access Easements. In accordance with the provisions of the Development Agreement and this Agreement, the Developer must develop and construct the Public Access Easement Area as a paved access way (both right-of-way and sidewalk) which is adequate for use by the City and the general public for vehicular and pedestrian access to and from Lake Street East, as depicted in the Plans and which shall seamlessly connect with the access way located on the neighboring property.

Section 5.2. Construction of Public Improvements. To the extent located on the Public Access Easement Area, the Developer must construct and complete the Public Improvements. The size, location, and design of the Public Improvements must be approved in the Plans. The Developer will be the owner of the Public Improvements, except as otherwise provided in Article VII below.

Section 5.3. Liens. The Developer will not permit any mechanics' or materialmen's liens to stand against the Public Access Easements on account of improvements authorized by the Developer, provided, however, that the Developer may in good faith and at its expense contest any such lien in which event such lien may remain undischarged and unsatisfied during the contest and any appeal, provided the Developer file a bond or deposit cash or other reasonable security in the amount of such lien with the court or with a mortgagee of the Public Access Easement Area or with the City to secure the payment of such lien if finally determined to be valid.

Section 5.4. No Waste or Damage. Neither the City nor the Developer may knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Public Access Easement Area. The Developer in its use and occupancy of the Public Access Easement Area, may not knowingly and willfully commit or suffer to be committed any act or thing which constitutes a nuisance or interferes with the public use and enjoyment of the Public Access Easement Area. Usual and normal wear and tear, damage by the elements, unavoidable casualty or depreciation and diminution over time will not be considered "waste," "nuisance," "damage," "disfigurement," or "injury."

ARTICLE VI

INDEMNIFICATION, INSURANCE

Section 6.1. Property Insurance. The Developer, at its sole cost and expense, must keep the Public Access Easement Area, and all alterations, extensions, and improvements thereto and replacements thereof, insured against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to the Public Access Easement Area. Such policy of insurance will affirmatively include the full replacement cost measure of recovery.

Section 6.2. Indemnification of the City.

- (a) The Developer hereby releases, covenants and agrees that the City shall not be liable for and the Developer shall indemnify and hold harmless the City from and against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Public Improvements on the Public Access Easement Area to the extent not attributable to the negligence of the City.
- (b) The City in no way waives its right to statutory liability caps under Minnesota Statutes, Section 466.04, as amended. The Developer's liability to the City equals, but does not exceed, the City's statutory liability limits under Minnesota Statutes, Section 466.04, as amended.
- (c) The Developer agrees to indemnify and hold the City and its elected officials, officers and employees harmless from all costs, damages or expenses, obligations, claims or liabilities, including reasonable attorneys' and other professional or consulting fees arising from or relating to Developer's acquisition of any and all property rights to the land underlying the Public Access Easements for purposes of granting the Public Access Easement to the City.
- (d) This Section will survive termination of this Agreement.

Section 6.3. Liability Insurance. The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Public Access Easement Area and the Public Improvements and, from time to time at the request of the City, furnish proof that the premiums for such insurance have been paid and the insurance is in effect. The Developer must procure and maintain continuously in effect (or cause the same to occur), policies of insurance of the kind and minimum amounts as are customarily maintained with respect to the Public Access Easement Area and Public Improvements and, to be reviewed from time to time by the parties, such policies must meet the minimum requirements set forth in Minnesota Statutes, Section 466.04, as amended, and must further include the following:

- (i) Insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Public Access Easement Area and Public Improvements. Such insurance must provide that the City is an additional insured.
- (ii) To the extent reasonably available, insurance coverage with respect to the indemnification expressed in Section 6.2 hereof.

Section 6.4. General Insurance Requirement. All insurance required in this Agreement must be placed with financially sound and reputable insurers licensed to transact business in the State of Minnesota. The Developer must furnish to the City policies evidencing all such insurance or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. If Developer receives notification that any such insurance policies will be cancelled, Developer shall give written notice to the City before the cancellation becomes effective. All

policies or certificates of insurance will be approved reasonably as to form and content by the City. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

ARTICLE VII

ASSIGNMENT, SUBORDINATION

Section 7.1. Assignment by the City. The City may not assign or transfer its interest under this Agreement without the prior written consent of the Developer.

Section 7.2. Assignment by Developer. The Developer may not assign or otherwise transfer its interest under this Agreement, except (i) as provided in the Development Agreement, (ii) to whomever becomes a permitted assignee of the Developer under the Development Agreement, (iii) to any lender holding a mortgage on or interest in the Public Access Easement, and (iv) to an entity or party affiliated with or related by common ownership to the Developer. The City will recognize and accept any permitted successors or assigns of Developer.

ARTICLE VIII

MAINTENANCE OF THE PUBLIC ACCESS EASEMENT AREA

Section 8.1. Maintenance. Until such time as the City commences construction of the Public Parking, the Developer shall maintain, repair and operate the Public Access Easement Area in a condition which is safe, operational and in accordance with all government regulations and agreements, and shall be obligated to keep and maintain the Public Access Easement Area in good condition and repair, free from snow and ice, debris, waste, refuse and other obstructions. Upon the City's commencement of construction of the Public Parking, the City shall be obligated to keep and maintain the Public Access Easement Area in good condition and repair, free from snow and ice, debris, waste, refuse and other obstructions.

Section 8.2. Assignment of Maintenance Obligations. The Developer may assign its maintenance obligations under Section 8.1, if any, to a third party.

Section 8.3. Entry by City. The City may, after notice and opportunity to cure, enter onto the Public Access Easement Area to repair and maintain the Public Access Easement Area if the City determines, in its sole discretion, that performance of such repairs and maintenance is necessary (i) cure any default hereunder or (ii) to protect public health, welfare, and safety in a manner consistent with standard practices; provided, however, that in case of emergency or failure of Developer to maintain the Public Access Easement Area sufficiently to protect the public health and safety, the Public Access Easement Area is subject to entry without notice and at any time, by the City or its authorized employees and/or agents and/or by any public safety personnel to perform such maintenance or repairs as City may deem necessary in its sole discretion. The City will submit an invoice for the costs incurred for such maintenance or repairs to the Developer. If the Developer has failed to make payment on the invoice within sixty (60) days, the City will have the right to assess the costs incurred by the City to all or any portion of the Public Access Easement Area as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute.

By execution of this Agreement, the Developer is agreeing to such an assessment for maintenance and repair costs, agreeing that the Public Access Easement Area assessed for such service charges is benefited thereby, and waiving any rights the Developer or a third party may have to object to an assessment of such service charges, including any rights of appeal under Minnesota Statutes, Chapter 429.

Section 8.4. Destruction. In the event that the Public Access Easement Area is destroyed by fire or other casualty, and subject to a determination by any lender holding a mortgage on the Public Access Easement Area, the Developer will rebuild or reconstruct the Public Access Easement Area to the extent insurance proceeds are available or, in the event insurance proceeds are not sufficient to reconstruct the entire Public Access Easement Area, to the extent insurance proceeds combined with any contributions by the Developer toward reconstruction are available. If the Developer rebuilds or reconstructs the Public Access Easement Area, the proceeds from any and all insurance policies covering risks against loss or damage must be used to rebuild or reconstruct.

ARTICLE IX

DEFAULT AND TERMINATION

Section 9.1. Default by Developer. If the Developer fails to perform any of its obligations under this Agreement, and fails to cure such default after thirty (30) days' written notice of such default or, if such default cannot reasonably be cured within such thirty (30) days, fails to commence curative action and thereafter diligently complete the same, then in such case, the City may cure such default on behalf of the Developer and Developer consents to pay to the City any and all such sums as are due and owing on account thereof. City will submit a statement to Developer evidencing the costs incurred to cure such default. If Developer has failed to make payment in accordance with the statement within sixty (60) days after receipt thereof, City will have the right to assess the costs incurred by City to all or any portion of the Public Access Easement Area as a service charge pursuant to Minnesota Statutes, Section 429.101, or any successor statute. In addition, the City may exercise all remedies available to it at law or equity.

ARTICLE X

MISCELLANEOUS

Section 10.1. Waiver. The waiver by any party hereto of any breach or default of any provisions anywhere contained in this Agreement does not constitute a waiver of any subsequent breach or default thereof. No provision of this Agreement is waived unless such waiver is in writing and signed by the party charged with any such waiver.

Section 10.2. Amendments. Except as otherwise herein provided, no subsequent alteration, amendment, change, waiver, discharge, termination, deletion, or addition to this Agreement will be binding upon either party unless in writing and signed by both parties. The Developer and the City agree to join in and consent to amendments to this Agreement, to the extent such amendments are reasonably required by the Developer's lenders; provided, however, that the

Developer and the City will not be required to enter into such amendments if the amendments do not adequately protect the legitimate interest and security of the Authority or the City with respect to the Project as defined in the Development Agreement.

Section 10.3. Joinder; Permitted Encumbrance. Except for the Consent attached hereto as Exhibit C, if any, this Agreement does not require the joinder or approval of any other person and each of the parties respectfully has the full, unrestricted and exclusive legal right and power to enter into this Agreement for the term and upon the provisions herein recited and for the use and purposes hereinabove set forth. This Agreement will constitute a permitted encumbrance under any loan agreement heretofore or hereafter entered into between the Developer and any construction or permanent lender.

Section 10.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

Section 10.5 Conflicts. In the event of any conflict between the terms of this Agreement, on the one hand, and the terms of the Development Agreement, on the other hand, the terms and conditions of the Development Agreement shall control.

Section 10.6 Prior Easement Agreement. This Agreement completely amends and supersedes the Prior Easement Agreement, which agreement has no further force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF WAYZATA, a Minnesota
municipal corporation

By: _____
Ken Willcox, Mayor

By: _____
Jeffrey Dahl, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Ken Willcox and Jeffrey Dahl, the Mayor and City Manager, respectively, of the CITY OF WAYZATA, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires _____

BERRY AND CO., INC., a Minnesota corporation

By: _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Bradley Hoyt, the Chief Executive Officer of BERRY AND CO., INC., a Minnesota corporation, on behalf of the corporation.

Notary Public

My Commission Expires _____

THIS INSTRUMENT DRAFTED BY:
Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402-4452

EXHIBIT A TO PUBLIC ACCESS EASEMENT AGREEMENT

DESCRIPTION OF PUBLIC ACCESS EASEMENT AREA

Sidewalk Easement Description

An easement over, under and across the east 6.60 feet of the west 9.30 feet of the north 109.53 feet thereof, all in Lot 1, Block 1, Ventana 2nd Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

Right-of-Way Easement Description

An easement over, under and across the west 2.70 feet of the north 109.53 feet of Lot 1, Block 1, Ventana 2nd Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT D

Public Improvements

The Public Improvements are as follows:

- 1) Construction of street, street signs, water and sanitary sewer utilities, sidewalk, streetscaping, lighting, and landscaping along the Lake Street East right of way adjacent to the Property, all in accordance with the Plans. (estimated cost 76,635.00).

EXHIBIT E

Private Improvements

The Private Improvements are as follows:

1. Site grading in accordance with the Plans (estimated cost \$205,350.00)
2. Landscaping in accordance with the Plans (estimated cost \$84,000.00)
3. Storm sewer and stormwater management facilities in accordance with the Plans (estimated cost \$20,000.00)

EXHIBIT F

Form of Consent and Joinder by Mortgagee

(Attached)

DRAFT

_____ (the “Mortgagee”), is a mortgagee of all or a portion of the Property (as defined in the Development Agreement (the “Agreement”) to which this Consent and Joinder is attached) under a Mortgage filed in the office of the Registrar of Titles for Hennepin County, Minnesota, as Document No. _____ and/or recorded with Recorder’s Office for Hennepin County, Minnesota, as Document No. _____ (the “Mortgage”). Mortgagee hereby consents to and joins in the Agreement and agrees that, from and after any foreclosure of the lien of the Mortgage, the Agreement shall continue in full force and effect and be binding on any then and future fee owner of the Property; provided that, prior to any such foreclosure, the Mortgage shall be and remain a lien on the Property until released or satisfied.

By: _____
Its: _____

This instrument was acknowledged before me on _____, 2018, by _____, the _____ of _____, a _____, on behalf of said _____.

THIS DOCUMENT WAS DRAFTED BY:

G-2

**CONSENT AND JOINDER BY MORTGAGEE
(Public Access Easement Agreement)**

_____ (the "Mortgagee"), is a mortgagee of all or a portion of the Property (as defined in the Public Access Easement Agreement (the "Agreement") to which this Consent and Joinder is attached) under a Mortgage filed in the office of the Registrar of Titles for Hennepin County, Minnesota, as Document No. _____ and/or recorded with Recorder's Office for Hennepin County, Minnesota, as Document No. _____ (the "Mortgage"). Mortgagee hereby consents to and joins in the Agreement and agrees that, from and after any foreclosure of the lien of the Mortgage, the Agreement shall continue in full force and effect and be binding on any then and future fee owner of the Property; provided that, prior to any such foreclosure, the Mortgage shall be and remain a lien on the Property until released or satisfied.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Joinder to be executed on the _____ day of _____, 2020.

By: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018, by _____, the _____ of _____, a _____, on behalf of said _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402-4452
Telephone: (612) 339-7121

EXHIBIT G

Executed Consent and Joinder by Mortgagee(s)

(Attached)

DRAFT

EXHIBIT H
AMENDED AND RESTATED DONATION AGREEMENT

DRAFT

EXHIBIT I

FORM OF

TEMPORARY CONSTRUCTION EASEMENT AND CRANE LICENSE

DRAFT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(253 Lake Street East, Wayzata, MN)

This Temporary Construction Easement Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2020 (the “Effective Date”), by and between the CITY OF WAYZATA, MINNESOTA, a Minnesota municipal corporation (the “Grantor”) and BERRY & CO., INC., a Minnesota corporation (the “Company”). Grantor and Company are hereafter collectively referred to as the “parties.”

WHEREAS, Grantor is the owner of certain real property, legally described on Exhibit A attached hereto (the “Property”).

WHEREAS, the Property was donated by Company to Grantor, for use as a potential municipal parking ramp/surface lot, but as of the Effective Date, is still needed for a staging and construction area to assist with the construction of Company’s apartment project and underground parking on adjacent property, as further described in that certain Amended and Restated Development Agreement, dated as of July 7, 2020, by and between the parties (the “Development Agreement”). All capitalized but undefined terms herein shall have the terms assigned in the Development Agreement.

WHEREAS, Company desires that Grantor conveys a temporary construction easement over the entirety of the Property, to assist with the construction of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Temporary Construction and Access Easement. Grantor does hereby grant, create and establish for the benefit of Company a temporary construction and access easement (the “Temporary Easement”) under, over, across the Property (the “Temporary Easement Area”).

2. Use of Temporary Construction Easement. The Temporary Easement Area shall be used by Company only for the purpose of a staging area, and other purposes related to the construction of the Project that are ancillary to the Property, including but not limited to access to and from Lake Street, and for no other purpose whatsoever. Utility services to the Property, if any, shall not be intentionally interrupted during Company's use of the Temporary Easement Area, and any accidental interruption of utility services shall be corrected on an expedited basis by the Company. Upon completion of the Project, Company shall return the Temporary Easement Area and any areas used for ingress, egress and construction thereto to their condition existing as of the Effective Date. Unless otherwise extended pursuant to a written agreement between Grantor and Company (which extension Grantor may grant or deny in its reasonable discretion), and subject to Section 5 hereof, the Temporary Easement shall automatically terminate (i) 18 months after commencement of construction of the Project (which shall be deemed to have commenced within 6 months after the date hereof) or (ii) upon completion of the Project, as evidenced by the issuance of a Certificate of Occupancy by Grantor, whichever shall first occur.
3. Indemnification. Company agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, actions, causes of action, demand, liabilities, losses or damage of a civil nature or asserted in a civil proceeding or alternative dispute resolution, including payment of necessary litigation expenses and reasonable attorneys' fees, for personal injury (including death) or property damage occurring after the execution of this Agreement and arising out of

Company's or Company's officers', agents', contractors' or employees' use of the Temporary Easement Area for the purposes described herein, provided however, that the Grantor shall not be indemnified or held harmless from liability caused by intentional, wrongful or negligent acts of Grantor or its agents, invitees, officers or employees, or by the acts of Grantor, its agents, invitees, officers or employees which would violate the terms and conditions of this Agreement.

4. Title. Grantor warrants that it is the owner of the Property and has the right, title and capacity to convey to the Company the Temporary Easement. Grantor warrants that no other parties hold any title or other interest in the Property as of the date hereof.
5. Environmental Site Assessment. This Agreement will not expire until Company provides Grantor with a Phase I Environmental Site Assessment (ESA) documenting all activities that occurred during Company's use of the Temporary Easement. If the Phase I ESA concludes that a Phase II ESA is required, Company shall order the same at its sole cost and expense.
6. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any applicable federal laws and regulations.
7. Recording. Grantor shall record this Agreement with the applicable Hennepin County land records office, at the sole cost and expense of Grantor.
8. Successors and Assigns. Until the expiration of this Agreement, each and every provision herein is intended to and shall bind each and every successor or assign in title or interest to the Property. Each and all of the covenants herein shall run with and against the Property, or portion thereof, and shall bind each successor or

assign to the extent that such part of the Property is affected or bound by the covenants in question.

9. Effect of Agreement on Prior Agreements. This Agreement is not intended to, and shall not, replace or supersede any other agreements relating to the subject matter hereof previously entered into with respect to the Property.
10. Insurance. Company or its contractor shall provide and maintain commercial general liability insurance insuring Grantor against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Temporary Easement Area during the term hereof. Such insurance shall be written with an insurer licensed to do business in the state in which the Property is located and Grantor shall be named on the policy as additional insured. The limits of liability of all such insurance shall not be less than the municipal insurance liability limits contained in Minnesota Statutes, Section 466.04, as amended. Company shall furnish Grantor with certificates evidencing such insurance contemporaneously with Company's commencement of construction on the Project. The policies of insurance shall contain a provision that the company writing said policy will give Grantor at least thirty (30) days' notice in writing in advance of any cancellation, or lapse, or the effective date of any reduction in the amounts of any such insurance policies.
11. Amendment. This Agreement shall not be modified, rescinded or amended in whole or in part, except by an instrument in writing, signed by the Company and Grantor, or their respective successors in interest.

12. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Temporary Construction Easement Agreement effective as of the date first written above.

BERRY & CO., INC.,
a Minnesota corporation

By _____
Its President

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Bradley A. Hoyt, the President of Berry & Co., Inc., a Minnesota corporation, who is personally known to me to be the same person and acknowledged that he signed and delivered the instrument on behalf of the corporation.

Notary Public

This instrument was drafted by:

Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402
Telephone: (612) 339-7121

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement Agreement on the date first written above.

CITY OF WAYZATA,
A Minnesota municipal corporation

By _____
Ken Willcox
Its Mayor

By _____
Jeffrey Dahl
Its City Manager

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Ken Willcox, the Mayor of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Jeffrey Dahl, the City Manager of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY/TEMPORARY EASEMENT AREA

Lot 3, Block 1, Ventana Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

CRANE LICENSE AGREEMENT

Crane License Agreement, dated as of _____, 2020, by and between Berry & Co., Inc., a Minnesota corporation (“Berry”) and City of Wayzata, a municipal corporation in the State of Minnesota (“Wayzata”).

Recitals

1. Berry owns the real property located at 253 East Lake Street, Wayzata, Minnesota, legally described as Lot 1, Block 1, Ventana 2nd Addition (“Berry Property”);
2. Wayzata owns the real property located at 235 East Lake Street, Wayzata, Minnesota, legally described as Lots 2 and 3, Block 1, Wayzata 235 (“Wayzata Property”);
3. Berry and Wayzata intend to construct improvements on their respective parcels, utilizing construction cranes, and require a license to allow the booms of such cranes to swing above the adjoining property.

Agreement

1. License. Berry grants to Wayzata, and Wayzata grants to Berry, a temporary license through and across the air space located at least 40 feet above the Berry Property and the Wayzata Property for the purpose of permitting each party and its permittees, employees, contractors, subcontractors, agents, successors and assigns, to operate a tower crane so that the boom may swing across or remain stationery. At no time will any load carried by the tower crane be carried over the adjoining property. The operation of the crane shall be performed in a safe and workmanlike manner, using crane operators and other personnel trained in accordance with applicable ordinances, laws, rules and regulations. This crane swing license shall terminate upon the earlier of: (i) the expiration of the term as provided in Section 3 of this Agreement; or (ii) a party’s violation of or failure to perform any of the terms of this Agreement and such violation or failure shall continue for a period of seven (7) days after the defaulting party is notified of such violation or failure.

The crane operations shall comply with all applicable ordinances, rules and regulations and each party shall obtain and keep in force all permits required to operate its cranes. Since both Berry and Wayzata will be constructing improvements and operating cranes on their respective properties during the same time, the parties shall cooperate to minimize the extent and duration of any interference with construction on the adjoining property. In the event the exercise of this license will interfere with construction on the adjoining property, such exercise will be temporarily suspended to the extent and for the time necessary to avoid such interference.

2. Insurance. Each party shall maintain insurance as specified below, insuring against all losses, claims, lawsuits, damages, costs and expenses, including but not limited to reasonable attorney's fees, that may arise out of such party's activities or operations and the activities of its contractors, subcontractors, their employees, workmen, servants or agents in connection with the tower crane naming the adjoining owner as an additional insured, and will provide a certificate evidencing such insurance. Such certificate shall provide that the coverages listed therein shall not be terminated or materially modified unless written notice is given to the adjoining owner not less than 30 days prior to the effective date of the termination or modification. All policies must be per occurrence per policy coverage. The coverage afforded the additional insureds under such policies shall be primary coverage whether labeled "primary," "excess," "umbrella," or otherwise, and any and all of the adjoining owner's other insurance shall be considered only as excess coverage over and above any and all of the insurance provided in accordance with this Agreement.

COVERAGES REQUIRED:

- A. Workers' Compensation and Employers' Liability Insurance: Limits not less than \$1,000,000.
- B. Commercial General Liability: Property damage and bodily injury less than \$2,000,000 per occurrence per project and \$2,000,000 in the aggregate, which shall include contractual liability.

3. Duration. The term of this Agreement shall commence on the date hereof and shall continue until the date which is eighteen (18) months after the date hereof.

4. Miscellaneous. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only in writing signed by the party against which the amendment is sought to be enforced. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Crane License Agreement to be executed as of the day and year first above written.

CITY OF WAYZATA

BERRY & CO., INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: Bradley A. Hoyt
Title: _____

STATE OF MINNESOTA)
) ss
)
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Bradley A. Hoyt, the _____ of Berry & Co., Inc., a Minnesota corporation, on behalf of the corporation.

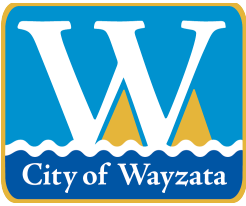
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of City of Wayzata, a municipal corporation in the State of Minnesota, on behalf of the municipal corporation.

Notary Public

This instrument drafted by:
Robins Kaplan LLP
Suite 2800
800 LaSalle Avenue
Mpls, MN 55402



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 7.h
TITLE: Approval of Revised 2020 Meeting Calendar	
PROPOSED MOTION: To Approve the Revised Meeting Calendar	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the revised meeting calendar for 2020.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Due to COVID-19, Night to Unite was rescheduled statewide to Tuesday, October 6th. Because the pandemic is still an issue, Night to Unite is being cancelled for 2020.

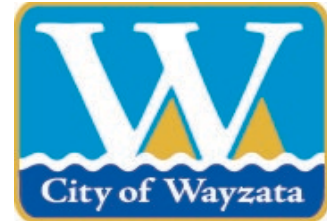
This cancellation allows the Council to move their meeting back to a Tuesday evening as normally scheduled. The proposed revision would move the Council meeting from Wednesday, October 7, to ***Tuesday, October 6.***

ATTACHMENTS:

1. 2020 Public Meeting Calendar revised 09.15.2020

City of Wayzata

2020 Meeting Calendar



January 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
S	M	T	W	Th	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
S	M	T	W	Th	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
S	M	T	W	Th	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
S	M	T	W	Th	F	S
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19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	Th	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

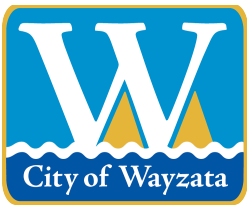
November 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	Th	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- Energy & Environment Committee - 5:00 PM
 - Planning Commission - 6:30 PM
 - City Council - 7:00 PM
 - Wayzata School Board
 - Lake Minnetonka Conservation District (LMCD)
 - Heritage Preservation Board (HPB) - 5:00 PM
 - Housing & Redevelopment Authority (HRA) - 7:30 AM
 - Parks & Trails Board - 6:00 PM
 - Charter Commission - 9:00 AM
 - Elections (see below)
 - Night to Unite (cancelled for 2020)
- Meeting dates and times are subject to change. Dates can be confirmed by calling City Hall.
- Holiday Observed
City Offices Closed

- Presidential Nomination Primary Elec - 3/3/20
- Primary Election - 8/11/2020
- General Election - 11/3/2020
- Caucus - 2/25/2020
-
-

Revised Sept 15, 2020



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 8.a
TITLE: Consider Re-Allocation of Panoway Construction Impact Mitigation Funds	
PROPOSED MOTION: To Approve the Re-allocation of Panoway Construction Mitigation Impact Funds Including Fee Waivers/Reimbursements for 2020 Liquor Licenses, Health and Food Inspection Licenses, Outdoor Patio Permits, and Water/Utility Bills	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends re-allocation of Panoway Construction Impact Mitigation Funds of \$74,367 for Communications, \$113,911 for Fee Waivers, and \$18,550 for Overtime.

FINANCIAL OR BUDGET CONSIDERATION:

The City originally budgeted \$200,000 for business mitigation. The proposed re-allocation will expand that budget to \$206,838. The \$6,838 difference would be absorbed through the construction contingency within the Lakefront Improvement Fund.

BACKGROUND:

Early this year, the City set aside \$200,000 to help Lake Street businesses mitigate impacts related to Panoway Construction. Pre-COVID, the general consensus was that about 25% of the funds would be used for communication, wayfinding signage, and marketing, and the rest would be utilized for free public valet parking. See the attached spreadsheet.

Then the pandemic hit and the priorities of these funds have changed. Because businesses activity had either completely ceased, due to the Stay at Home Order or, was substantially reduced, the allocation of these funds have been re-evaluated.

In order to prioritize re-allocation of the funds, the City received feedback from the business community, led by the Chamber, that prioritization of these funds should be: getting the project done ASAP (use of overtime), waiving of City-related fees (liquor licenses, patio permits, for example), and assist in marketing/communication efforts letting the region know that Wayzata is still open for business.

The attached spreadsheet illustrates the proposed re-allocation of the funds---36% would be utilized for communications and marketing, 55% for fee waivers, and 9% for overtime/construction expediting. More detail about how those amounts were calculated are a part of the attachment.

The action needed from the Council attempts to finalize Panoway Construction Impact Mitigation Funds based on the evolution of the project. COVID-related assistance for businesses through CARES act funds will be discussed separately in the near future.

ATTACHMENTS:

1. Proposed Expenditures for Panoway Construction Mitigation

Previously Proposed Expenditures for Panoway Construction Mitigation (Pre-COVID)		
Communications (signage, mailing, and digital)	\$ 50,000	25%
Valet	\$ 150,000	75%
Total	\$ 200,000	100%

Updated Proposed Expenditures for Panoway Construction Mitigation (COVID Impacted)		
Communications (signage, mailing, and digital)	\$ 74,367	36%
Signage for Ben and Jerry's	\$ 167	
Two Advertising Mailers	\$ 4,200	
On-going digital/strategy/marketing costs since February	\$ 70,000	
Fee Waivers (businesses near Lake Street)	\$ 113,911	55%
Liquor Licenses Reimbursements	\$ 87,683	
Food Permit Reimbursements	\$ 16,859	
Sidewalk Café Permits	\$ 1,370	
Water/Sewer Reimbursement for Car Wash	\$ 8,000	
Overtime	\$ 18,550	9%
Total	\$ 206,828	100%

Liquor License Fee Waivers/Reimbursements

- 100% Reimbursement/waiving of liquor-related license fees for businesses on Lake Street from Ferndale to Superior. **TOTAL \$64,748**
- 50% Reimbursement/waiving of liquor-related license fees for businesses on Lake Street from Superior to Eastman. **TOTAL \$22,935**

Health/Food Inspection Related Fee Waivers/Reimbursements

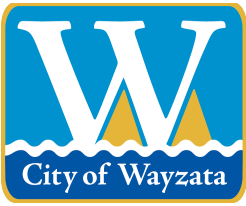
- 100% Reimbursement/waiving of health/food-related license fees for businesses on Lake Street from Ferndale to Superior. **TOTAL \$9,310**
- 50% Reimbursement/waiving of health/food-related license fees for businesses on Lake Street from Superior to Eastman. **TOTAL \$7,549**

Sidewalk Patio Waivers/Reimbursements

- 100% Reimbursement/waiving of sidewalk patio permits for businesses on Lake Street from Ferndale to Superior. **TOTAL \$1,370**
- 50% Reimbursement/waiving of sidewalk patio permits for businesses on Lake Street from Superior to Eastman. **TOTAL \$0**

Utility Waivers/Reimbursements

- 100% of Water/Sewer Reimbursement of bills paid by Wayzata Car Wash. **Total \$8,000**



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 8.b
TITLE: Consider Resolution 38-2020 Approving a Lot Coverage Variance at 460 Peavey Road	
PROPOSED MOTION: To Adopt Resolution 38-2020 Approving a Lot Coverage Variance at 460 Peavey Road	
PREPARED BY: Nick Kieser, Assistant Planner	
REVIEWED BY: Emily Goellner, Community Development Director, Jeff Dahl, City Manager	

ACTION REQUESTED:

Staff and the Planning Commission recommend adoption of Resolution 38-2020.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

The property owner, Andrew Levin, DCL Investments LLC, has been issued a building permit to construct the new home at 460 Peavey Road. The applicant would like to add a cabana in the rear of the home that was not a part of the building permit that was issued. The proposed cabana requires a lot coverage variance. Lot Coverage is defined in the Zoning Code as the area of the lot consisting of buildings, not other impervious surfaces.

During the Planning Commission meeting, the Commissioners had a detailed discussion about the practical difficulty of this variance request. The discussion revolved around the fact that this lot is smaller than the R-1A Zoning District lot area minimum of 80,000 square feet. The discussion also touched on how this lot is similar yet dissimilar to the surrounding lots based on lot area. The Planning Commission recommended approval on this application on a 5-2 vote.

ATTACHMENTS:

1. Resolution 38-2020, PC Report and Recommendation, PC Minutes, Staff Report, Plans, Renderings, and Public Comments

RESOLUTION NO. 38-2020**RESOLUTION APPROVING LOT COVERAGE VARIANCE
AT 460 PEAVEY ROAD**

WHEREAS, Applicant and property owner Andrew Levin, DCL Investments LLC, (collectively, the “Applicant”) have submitted a development application (the “Application”) for a lot coverage variance for a cabana (the “Application”) to be constructed as part of a new home on the property at 460 Peavey Road and legally described on Attachment A (the “Property”); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application on August 17, 2020, and adopted a Report and Recommendation to the City Council to approve the Application on September 8, 2020, a copy of which is attached to this Resolution as Attachment B (the “PC Report and Recommendation”).

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

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

B. Based on the foregoing, the Lot Coverage Variance is hereby **APPROVED**, subject to satisfaction of the following:

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

Adopted by the Wayzata City Council this 15th day of September 2020.

Ken Willcox, Mayor

ATTEST:

Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 15, 2020.

Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property

Attachment B
PC Report and Recommendation

Attachment A
Information and Legal Description of Property

Address	460 Peavey Road
PID	01-117-23-43-0001
Legal Description	Lot 4, Block 2, "Highcroft Subdivision", Hennepin County, Minnesota
Abstract or Torrens?	Torrens
Certificate No.	1506807

DRAFT

Attachment B
PC Report and Recommendation

DRAFT



WAYZATA PLANNING COMMISSION

September 8, 2020

REPORT AND RECOMMENDATION OF APPROVAL OF LOT COVERAGE VARIANCE AT 460 PEAVEY ROAD

SUMMARY OF RECOMMENDATION

Approval* of Lot Coverage Variance

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

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Project. Applicant and property owner Andrew Levin, DCL Investments LLC, (collectively, the “Applicant”) has submitted a development application for a lot coverage variance for a cabana (the “Application”) to be constructed as part of a new home (the “Project”) on the property at 460 Peavey Road (the “Property”).
- 1.2 Application Requests. The Application includes a request for approval of a variance from the 10% lot coverage limit in the R-1A Zoning District to allow for a lot coverage of up to 11.4% on the Property (the “Lot Coverage Variance”).
- 1.3 Property. The street address, property identification number, and owner of the Property are:

460 Peavey Road	01-117-22-43-0001	DCL Investments LLC
-----------------	-------------------	---------------------

- 1.4 Land Use. The Property is zoned R-1A/Low Density Single-Family Estate District and is guided Estate Single-Family under the Wayzata Comprehensive Plan.
- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Sun Sailor* on August 7, 2020. A copy of the notice was mailed to

all property owners located with 500 feet of the Property on August 6, 2020. The public hearing on the Application was held at the August 17, 2020 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Lot Coverage Limit. The maximum area of a lot in the R-1A Zoning District that buildings may cover is ten percent (10%) of the lot. Section 951.07.A.
- 2.2 Variance. The applicable criteria for granting a variance from the standards of the Zoning Ordinance under Sec. 905.1.C. are:
- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of the Zoning Ordinance; and
 - (ii) consistent with the Comprehensive Plan.
 - B. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.
 - C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by the Zoning Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.
 - D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - E. The City Council shall not permit as a variance any use that is not allowed under the Zoning Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.
 - F. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Section 3. FINDINGS

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

3.1 Lot Coverage Variance.

- A. The Lot Coverage Variance requested is (i) in harmony with the general purposes and intent of the Zoning Ordinance in that it would be used for a project that conforms with the existing aesthetics, design, and layout of the properties of the surrounding neighborhood, and (ii) consistent with the Comprehensive Plan's guidance for the area.
- B. The Applicant, in the narrative of its Application and public comments before the Planning Commission, has established that there are practical difficulties in complying with the strict standards of the Zoning Ordinance as they relate to the applicable lot coverage limit.
- C. A finding of "Practical Difficulties" is supported by the following:
 - (i) The Applicant's proposal for the Property is reasonable in that (a) the request involves putting a roof over an open air area outside the residential structure that is otherwise permitted under the Ordinance; (b) the Property size is under the minimum of the R-1A District and results in a higher lot coverage percentage than similar sized lot coverages in the district; and (c) will not negatively impact neighboring properties or the neighborhood.
 - (ii) The plight of the Applicant is due to the substandard size of the Property, and was not created by the Applicant.
 - (iii) The Lot Coverage Variance would not alter the essential character of the locality in that the cabana it permits will not be visible from most areas of adjacent properties, sidewalks and streets.
- D. The practical difficulties necessitating the Lot Coverage Variance are not economic in nature but rather are driven by the substandard size of the lot.
- E. The proposed use for the Property is permitted within the R-1A Zoning District.
- F. The conditions for granting approval of the Lot Coverage Variance listed below in Section 4 of this Report should be considered by City Council.
- G. The Applicant has provided the reasons that the Lot Coverage Variance is justified under applicable criteria in order to make reasonable use of the land, structures and buildings on the Property.

Section 4. RECOMMENDATION

4.1 Planning Commission Recommendation. Based on the findings in Section 3 of this Report, the Planning Commission recommends approval of the Lot Coverage Variance requested in the Application, subject to the following conditions:

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

Adopted by the Wayzata Planning Commission this 8th day of September 2020.

Voting For the Findings and Recommendation of Approval in this Report:

Voting Against:

Absent:

Abstaining:

Attachments:

Attachment A: Legal Description of Property

Attachment A
Information and Legal Description of Property

Address	460 Peavey Road
PID	01-117-23-43-0001
Legal Description	Lot 4, Block 2, "Highcroft Subdivision", Hennepin County, Minnesota
Abstract or Torrens?	Torrens
Certificate No.	1506807

1
2 Chair Plantan read the items on the consent agenda and asked if any Commissioner had questions
3 or wished to pull an item for further discussion.
4

5 Hearing no such request, Chair Plantan asked for a motion to approve the Consent Agenda as
6 presented.
7

8 Commissioner Bashioum made a motion, seconded by Commissioner Douglas, to approve the
9 Consent Agenda as presented.
10

11 Director Goellner completed a roll call vote on the motion. 6 ayes, 1 abstain (Parkhill). The motion
12 carried.
13

14 **AGENDA ITEM 5. Public Hearing Items**
15

16 **a) Consider Development Application for a Lot Coverage Variance at 460 Peavey**
17 **Road**
18

19 Assistant Planner Nick Kieser stated that the owner of the property at 460 Peavey Road has
20 submitted a development application for a lot coverage variance. Planner Kieser stated that the
21 property is zoned R1A, low density, single-family. He noted that the in the 2040 Comprehensive
22 Plan, the property is designated as estate single-family along with the surrounding neighborhood.
23 He stated that the request is to exceed the R1A lot coverage limit of 10% of the area of the property
24 for a total lot coverage of 11.4%. He stated that since he has been with the City, he has not seen a
25 lot coverage variance request. He explained the difference between lot coverage and impervious
26 surface under the standards of the Zoning Ordinance. Planner Kieser stated that the definition of
27 lot coverage in the Zoning Ordinance is the area of a lot occupied by the principle buildings or
28 structures, and all accessory buildings. He noted that the definition for impervious surface in the
29 Zoning Ordinance is constructed hard surface that either slows the entry of water into the soil or
30 causes water runoff. He noted that this project is below the impervious surface maximum, but
31 would be above the allowable lot coverage amount. He reviewed the proposed survey of the
32 property, proposed home, driveway, pool and cabana. He reviewed the details of the impervious
33 surface coverage and lot coverage. He noted that the proposed house is at 9.9% lot coverage and
34 the proposed cabana would add another 1.5% lot coverage to the site, for a total of 11.4% which
35 is above the maximum of 10%. He reviewed the reasons for the practical difficulty expressed by
36 the applicant in the application, and the surrounding the lot areas and the compatibility with the
37 neighborhood, as far as square footage of lot area. He noted that there have been 3 public
38 comments provided regarding this application that are in support of the variance request. He
39 reviewed the renderings of the house and the proposed cabana.
40

41 At the conclusion of Mr. Kieser presentation, Chair Plantan asked if the Commission had any
42 questions for Staff.
43

44 Commissioner Bashioum asked how many lots in the surrounding area do not meet the size
45 requirement for R1A, which is 80,000 square feet. She stated that she would also like to know if
46 the proposed cabana includes a shower or bathrooms.

1
2 Planner Kieser stated that he looked at all the lots along Peavy Road, and 3 of the 11 lots are over
3 80,000 and the remaining 8 lots are below 80,000. He stated that he cannot answer the question
4 regarding the bathroom and shower. He stated that he knows they are planning a fireplace out in
5 the cabana area.

6
7 Commissioner Bashioum asked that of the lots that are smaller than 80,000 square feet, if there
8 were any other ones that exceeded the lot coverage.

9
10 Planner Kieser stated that, to his knowledge, there are no other lots that exceed the lot coverage.

11
12 Commissioner Bashioum confirmed that this lot would be the only one that would exceed the 10%
13 lot coverage amount.

14
15 Planner Kieser stated that is correct for the surrounding 5 lots.

16
17 There being no further questions for Staff, Chair Plantan invited the applicant to speak about the
18 application.

19
20 Applicant Drew Levin, 460 Peavey Road, Wayzata, noted that he was currently living at 935 East
21 Lake Street, Wayzata and stated that they are really just asking to put a roof over what is already
22 going to be covered space. He stated that the patio in the plans has already been approved under
23 the impervious surface standard. He stated that putting a roof on it makes it go into the lot coverage
24 calculation. He stated that the lot being under 80,000 square feet makes them fit more in the R1
25 zoning district, and noted that that the R1 zoning district has a 15% lot coverage limit which they
26 would be in compliance with on their lot. He then introduced their architect, Nick Stoddard.

27
28 Nick Stoddard, DJR Architecture, 333 Washington Avenue North, Minneapolis, clarified that the
29 proposed cabana is completely open and has no shower or bathroom. He stated that it is strictly
30 an open, covered patio with the only feature within it a fireplace. He stated that when they were
31 preparing the variance request, they only looked at the immediate, adjacent properties which
32 ranged from 70,000 square feet up to 110,000 square feet, and the average lot coverage for those
33 would be about 84,000 to 85,000 square feet that they could build. He stated that when they
34 proposed this, they felt they were under the average of what the surrounding 5 properties were,
35 and felt this was a reasonable request for this site. He stated that the cabana is only a single story
36 and is screened from the road by the house and from the 2 adjacent properties by copious amounts
37 of over story trees and quite a bit of shrubbery.

38
39 Mr. Levin noted that the letters of support for the application came from the immediate neighbors.

40
41 At the conclusion of applicant's remarks, Chair Plantan asked if the Commissioners had questions
42 for the applicant.

43
44 Commissioner Iverson asked if they had looked at reducing the cabana by 1.4% so a variance
45 wouldn't be needed. She asked how much square footage 1.4% would be of this structure.

1 Mr. Stoddard stated that that cabana is about 1,100 square feet and they have not looked at reducing
2 the size of the cabana.

3
4 Commissioner Iverson stated that this is a fairly large cabana and suggested that the applicant
5 could consider reducing it by a few hundred square feet so a variance isn't needed. She stated that
6 she feels that the cabana would still allow for ample seating if the size was reduced a bit.

7
8 Eric Olson, Applicant's builder, stated that the 1.4% lot coverage number is the actual size of the
9 cabana. He stated that the building coverage came in at just under the allowed 10%.

10
11 Commissioner Iverson asked what the size of the cabana would be within the 10% lot coverage
12 guidelines.

13
14 Mr. Olson stated that it would be 100 square feet.

15
16 Commissioner Flannigan asked about the design process and what happened from when the
17 original permit was pulled to the point when they said they should have covered the cabana.

18
19 Mr. Levin asked Mr. Olson to answer this question, and noted that he believed there was an email
20 that mislead them during the planning process.

21
22 Mr. Olson stated that he had originally received an email from the City that gave him the
23 impression that they were under the 25% hard cover and 15% building coverage limits.

24
25 Mr. Levin explained that is what led them down this path so that when they applied for the building
26 permit, they learned they did not meet the lot coverage limit because they had the understanding
27 that it was 15%.

28
29 There being no further questions from the Commission for the applicant, Chair Plantan opened the
30 public hearing on the application at 6:55 pm. She reiterated that if anyone would like to speak
31 during the public hearing, they could call 1-(312) 626-6799, enter the Zoom meeting ID
32 91588728427, and press *9 to speak.

33
34 After checking and confirming there was no one wishing to comment on the application, Chair
35 Plantan closed the public hearing at 6:56 pm.

36
37 Chair Plantan asked for the Commission to share their thoughts and feedback on the application.

38
39 Commissioner Douglas stated that she had a question, but then experienced technical difficulties
40 and lost connection with the meeting.

41
42 Commissioner Bashioum asked about the exact verbiage of the email reply that the had applicant
43 referenced.

44
45 Director Goellner responded that the applicant's surveyor asked her earlier in the year what the
46 stormwater management requirement was and asked if disturbing more than an acre of land would

1 trigger any stormwater requirements. She explained that she had replied that this property was
2 located within the Shoreland Overland District since it is less than 1,000 feet from the shore of
3 Lake Minnetonka. She noted that the code states that in such district, stormwater management is
4 required through a shoreland impact plan Conditional Use Permit if more than 25% of the lot is
5 planned as impervious surface. She stated that she believes that this was misconstrued to mean
6 what the applicant was stating.

7
8 Commissioner Flannigan stated that regardless, all of this information is available to everyone in
9 the public and if you are a builder or a developer, you can go to the codes themselves and figure
10 out what it really is when you are doing a project like this. He stated that, to him, discussion
11 about this whole situation coming from an email should just be taken off the table. He stated that
12 this is a massive lot with a massive home. He stated that it will be beautiful but he would like the
13 applicant to find a way to carve off what they need and get it under the ordinance without a
14 variance. He stated that he understands their point, but does not feel he can support their request.

15
16 Commissioner Parkhill stated that he appreciates that the applicants went to their neighbors to get
17 their approval of their plans. He stated that, in his opinion, this is a big lot, this is a beautiful house
18 and the only people that are really going to be affected by it are the neighbors. He stated that he
19 has no issues with the applicant want to put a roof over the existing patio.

20
21 Commissioner Merriam stated that this is a difficult situation because she has a hard time seeing
22 the practical difficulty. She stated that the lot size and the lot coverage limits are something that
23 should have been known by the architect and the developer. She stated that they had a clean slate,
24 so she feels they could have fit everything they wanted within the 10% limit. She stated that she
25 is more in line with Commissioner Flannigan and would have a difficult time recommending
26 approval of the variance.

27
28 Commissioner Iverson stated that she agrees with Commissioners Flannigan and Merriam. She
29 stated that she feels that no practical difficulty has really been proven in this situation. She stated
30 that she is leaning towards recommending denial of this request.

31
32 Commissioner Bashioum stated that she agrees with her fellow Commissioners and would like to
33 see the applicant reduce the cabana size and bring this project in under the coverage limit of the
34 code. She stated that it is a beautiful structure and will be a nice addition to the neighborhood,
35 however, there are codes and rules in place for a reason.

36
37 Mr. Levin stated that he understands some of the reaction from the Commission, but argued that
38 the zoning code applicable to his lot was written for a lot that is 80,000 square feet minimum, and
39 his lot is 70,000 square feet. He stated that he feels that, by definition, is a practical difficulty
40 because he is being asked to comply with a zoning code written for an 80,000 square foot lot. He
41 stated that the other zoning for R1 is for lots that are between 40,000 and 80,000 square feet and
42 if their lot was properly zoned as R1, they would be in compliance with their current plans. He
43 stated that he disagrees with the statement made that there is no practical difficulty. He stated that
44 perhaps they should have gone in and checked to see if they had to comply with the 10 and 15 or
45 the 15 and 25 compliance numbers. He reiterated that he believes there is practical difficulty, their

1 proposal does not cause harm, his neighbors have signed off and given their approval, and this will
2 fit in with the neighborhood.

3
4 Commissioner Parkhill stated that he feels Mr. Levin brings up a good point that zoning codes are
5 a guide and are written for a lot, in this example, from 40,000 square feet up to 80,000 square feet
6 which is a broad category. He stated that he believes the Planning Commission should be a little
7 flexible and allow people to do what they would like to do especially when it has no affect on
8 anybody else. He stated that he feels the applicant brings up a great point that the R1 language is
9 written for these smaller lots, and the R1A is written for the larger lots. Mr. Levin is somewhere
10 in between and asked why he couldn't be for lot coverage as well. He reiterated that he is only
11 asking for a roof over a patio area that is already approved in the permit.

12
13 City Attorney Schelzel asked the Chair and Staff if there was a way to connect Commissioner
14 Douglas back into the meeting so her question could be answered and she could participate in the
15 current discussion and action on the application. He stated that if it is a technical issue that can be
16 resolved quickly, he thinks it would be worth doing it, even though there is still a quorum without
17 her.

18
19 After working on the issue, Commissioner Douglas called Chair Plantan's cell phone.

20
21 Chair Plantan explained that she was going to put Commissioner Douglas on speaker so she could
22 share her comments with the Commission, hear the Commission's discussion, and still participate
23 in the meeting.

24
25 Commissioner Douglas stated that considering this is a large lot and the surrounding lots are also
26 very large, she does not have a concern with the request. She stated that she is in support of the
27 request.

28
29 Commissioner Merriam stated that the lot is zoned R1A and the entire neighborhood is R1A. She
30 asked if it is zoned R1A because of the neighborhood.

31
32 Planner Kieser stated that essentially all of the estate lots in the area are zoned R1A. He stated
33 that is somewhat difficult to find a number that works for all of these lots if the zoning district is
34 changed. He explained that all of the R1 zoned lots are grouped together in certain neighborhoods
35 as well. He reviewed details of the zoning map and how the zoning is grouped together.

36
37 Commissioner Douglas asked about the R1 lots and how large they are.

38
39 Planner Kieser stated that the R1 lots have a minimum lot size of 40,000 square feet. He explained
40 that if you look closely at the zoning map, some of them go above 80,000 square feet, but noted
41 that most are between 40,000 and 80,000 square feet.

42
43 Commissioner Douglas asked what the allowed lot coverage for the 40,000 square foot R1 lots.

44
45 Planner Kieser stated that 15% lot coverage is allowed in the R1 zoning district.

1 Commissioner Bashioum asked if an R1 lot that was 60,000 to 80,000 square feet would be allowed
2 15% lot coverage.

3
4 Planner Kieser stated that this was correct and explained that all R1 zoned lots are allowed up to
5 15% of lot coverage.

6
7 Commissioner Bashioum stated that she was unaware that some of the lots within the R1 zoning
8 exceeded 80,000 square feet.

9
10 Planner Kieser stated that the main idea with lot coverage is as the lot area gets smaller, the more
11 lot coverage you are allowed. He gave examples of properties in R3A or the central core, are
12 allowed more and as you get towards the bigger, estate lots, the lot coverage decreases.

13
14 Commissioner Bashioum stated that she would think it would be the opposite. She stated that with
15 a bigger lot there would be more room to spread out.

16
17 Planner Kieser stated that if you go to an 80,000 square foot lot and have 30% lot coverage, that
18 would be a very big home.

19
20 Commissioner Iverson asked Chair Plantan to share her thoughts with the Commission.

21
22 Chair Plantan stated that she understands the lot size issue. She stated that because all 3 neighbors
23 have expressed approval, she is in support of allowing 1.4% over the allowed lot coverage. She
24 stated that simply enclosing a cabana by 1.4% with the approval of the neighbors makes her
25 inclined to vote in favor of a recommendation of approval for the application.

26
27 City Attorney Schelzel asked if Commissioner Douglas is able to hear the Commission and if the
28 Commission can hear Commissioner Douglas. He explained that if both of these are true,
29 Commissioner Douglas can participate in the vote.

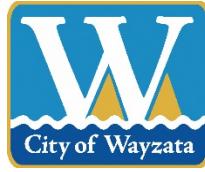
30
31 Commissioner Douglas stated that she can hear and is actually watching the meeting on the
32 television.

33
34 City Attorney Schelzel noted that when the roll call vote is taken, she will be included in the
35 Commission vote.

36
37 There being no further discussion, Chair Plantan asked for a motion on the application.

38
39 Commissioner Parkhill made a motion, seconded by Commissioner Douglas, to direct staff to
40 prepare a draft Planning Commission Report and Recommendation with appropriate findings
41 reflecting recommending approval of a variance for an increase of the lot coverage limit from 10%
42 to 11.4% for the property at 460 Peavey Road to be reviewed and adopted at the next Planning
43 Commission meeting.

44
45 Director Goellner completed a roll call vote on the motion. The motion carried 5 ayes, 2 nays
46 (Flannigan and Merriam).



**Staff Report
August 17, 2020**

Addresses of Request: 460 Peavey Road
Applicant Andrew Levin, DCL Investments LLC
Prepared by: Nick Kieser, Assistant City Planner
“60 Day” Deadline: October 10, 2020

Development Application

Introduction

The property owner, Andrew Levin, DCL Investments LLC, has been issued a building permit to construct the new home at 460 Peavey Road. The applicant would like to add a cabana in the rear of the home that was not a part of the building permit that was issued. The proposed cabana requires a lot coverage variance.

Property Information

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

Address	PID	Owner
460 Peavey Road	01-117-22-43-0001	DCL Investments LLC

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
Total Site Area:	70,690 sq. ft. (1.62 acres)

Project Location

The property is located on Peavey Road in between the intersections of Peavey Road and Ferndale Road.

Map 1: Project LocationApplication Requests

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

- A. Lot Coverage Variance: The R-1A Zoning District establishes a maximum lot coverage of 10%. The applicant is proposing to construct an attached cabana in the rear of the home which would bring the total lot coverage to 11.4%. Lot Coverage is defined in the Zoning Code as the area of a lot occupied by buildings, but not other impervious surfaces.

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 home	R-1A/Low Density Single Family Estate District	Estate Single-Family
East	Single-family home	R-1A/Low Density Single Family Estate District	Estate Single-Family
South	Single-family home	R-1A/Low Density Single Family Estate District	Estate Single-Family
West	Single-family home	R-1A/Low Density Single Family Estate District	Estate Single-Family

Public Hearing Notice

The public hearing notice was published in the *Sun Sailor* on August 7, 2020. The public hearing notice was also mailed to all property owners located within 500 feet of the subject property on August 6, 2020.

Analysis of Application

Background

A building permit was issued in July 2020 to construct a new single-family home on this property. The building permit that was issued was for the home without the proposed cabana as shown in the plans attached.

Proposed Plan

The house will be a two-story, ~13,982 sq. ft. house. The foundation of the house will total 6,991 sq. ft. with an additional 1,123 sq. ft. for the proposed cabana. The lot coverage without the cabana is 9.9% and with the proposed cabana the lot coverage will total 11.4%. The building permit that was issued also allows the construction of a pool, driveway, and patio areas. The total impervious surface proposed is 19.5% which is below the 20% maximum for the R-1A Zoning District.

The project will remove 26 significant trees which adds up to 143 inches of significant tree removal. The property is allowed 108 inches of removal so the project will plant 14 new trees to replace 35 inches of tree removal. There are no heritage tree removals with this project.

Impervious Surface Coverage

The lot is 70,690 square feet in size. The total allowed lot coverage area for this lot is 7,080.9 sq. ft. The proposed lot coverage is 1,033.1 sq. ft. over the allowed maximum. The following table outlines the proposed lot coverage for the project:

Lot Coverage Surface	Area (sq. ft.)	Total Percentage
House	6,991	9.9%
Cabana	1,123	1.5%
Total	8,114	11.4%

Practical Difficulty Stated by Applicant

The applicant stated that the practical difficulty for this site is that the lot area is less than the minimum lot size for the R-1A Zoning District of 80,000 sq. ft. If the lot size was 80,000 sq. ft., then the allowed lot coverage size would be 8,000 sq. ft. The table above shows that this project has a total lot coverage of 8,114 sq. ft. The table below shows the existing lot measurements compared to the minimum lot measurements.

	R-1A Zoning Requirement	Actual Measurement
Lot Area	80,000 sq. ft.	70,809 sq. ft.

Lot Width	200 ft.	203 ft.
Lot Depth	200 ft.	297.5 ft.

The applicant has also provided an attachment that shows calculations of the lot coverages of the adjacent properties. Each of the adjacent lots conform to the 10% lot coverage maximum. The property to the north, 442 Peavey Road, has a smaller lot area than 460 Peavey Road. The owner of 442 Peavey Road has been issued a building permit for a single-family residence that conforms to all the zoning requirements. All but one of the adjacent properties has a smaller lot area. The applicant states that since 460 Peavey Road has a smaller lot area, the lot coverage overage is consistent with the existing lot coverage of the neighborhood.

Primary Questions to Consider

- Is this variance request in harmony with the general intentions and purpose of this Ordinance? Is this variance request consistent with the Comprehensive Plan?
- Is there a practical difficulty with this variance request?
- Is the proposed plan a reasonable use of this property?

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
- Proposed Survey
- Proposed Floor Plans
- Proposed Renderings

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.**



333 Washington Ave N
Suite 210 | Union Plaza
Minneapolis MN 55401
612.676.2700 | www.djrarch.com

July 28, 2020

460 Peavey Road,
Wayzata MN

RE: Lot coverage variance

Project Description: The project is a 2 story single family house located at 460 Peavey road. The house is located in the R1A single family estate district. House features include a gambrel roof shingle style exterior, an in-ground pool and pool cabana.

VARIANCE OF LOT COVERAGE REQUIREMENTS REQUIRED FINDINGS

The following Lot Coverage variances are requested:

- Variance of the lot Coverage requirement to increase the maximum allowed 10% lot coverage to 11.4% to allow for an attached cabana.

Per zoning code 951.07 Lot coverage shall not exceed 10% of the area of the lot located in any R1A district.

(1) Practical difficulties exist in complying with the ordinance because of circumstances unique to the property. The unique circumstances were not created by persons presently having an interest in the property and are not based on economic considerations alone.

The lot size of 460 Peavey Road is 70,809sf, which is less than the minimum lot size required for an R1A lot. This is a circumstance unique to the site. The minimum lot size required for an R1A zoned lot is 80,000sf which would allow a maximum lot coverage of 8,000sf under the current zoning ordinance. The lot size of 460 Peavey Road allows a lot coverage of 7,089sf, which is 911sf less than the maximum allowed of a minimum R1A lot. The proposed total lot coverage is 8,114sf, (6991sf for the house and 1123sf for the cabana). This area is less than the average allowed lot coverage of the surrounding 5 lots which is 8,468sf.

- (2) *The property owner or authorized applicant proposes to use the property in a reasonable manner that will be in keeping with the spirit and intent of the ordinance and the comprehensive plan.*

The house and cabana propose a reasonable amount of coverage for the size of the lot when compared to the sizes of adjacent properties. The proposed house with open air cabana is a reasonable use of the property and is in keeping with the spirit and intent of the ordinance and comprehensive plan. The lot coverage of 8,114sf will be less than 3 of the surrounding properties.

- (3) *The proposed variance will not alter the essential character of the locality or be injurious to the use or enjoyment of other property in the vicinity. If granted, the proposed variance will not be detrimental to the health, safety, or welfare of the general public or of those utilizing the property or nearby properties.*

The scale of the house with proposed open air cabana, located behind the main house, will not change the character of the neighborhood and is in scale with what the adjoining lots of the neighborhood are allowed to build under the R1A zoning requirements. The proposed house with attached cabana is 8,114 sf which is approximately 1.4% more lot coverage than allowed by the zoning code and is in character with the neighborhood if the neighbors were to build houses or additions to existing houses with the maximum lot coverage. The allowed lot coverages of adjacent properties range from 7,041 sf to 8,954sf, with an average of 8,468sf. The proposed house and cabana are less than the average allowed lot coverage of adjacent properties. The cabana is a single story structure located in the rear of the house and centrally within the site and will not have any impact to adjacent properties. The proposed variance will not be detrimental to the health, safety or welfare of the general public or of those utilizing the property or nearby properties.



SITE LOCATION:
460 PEAVY ROAD, WAYZATA MN



SITE INFORMATION:			SHEET INDEX:	
SITE AREA:	70,809 SF	100%	COVER PAGE	A.0
LOT COVERAGE ALLOWED:	7,081 SF	10%	SITE SURVEY	A.1
LOT COVERAGE PROPOSED:	8,114 SF	11.4%	NEIGHBORHOOD CONTEXT PLAN	A.2
LOT COVERAGE OF HOUSE:	6,991 SF	9.9%	FLOOR PLAN - BASEMENT	A.3
LOT COVERAGE OF CABANNA:	1,123 SF	1.5%	FLOOR PLAN - LEVEL 1	A.4
			FLOOR PLAN - LEVEL 2	A.5
			ELEVATIONS	A.6
			ELEVATIONS	A.7
			3D VIEWS	A.8



442 PEAVEY RD
 LOT SIZE: 70,412 SF
 LOT COVERAGE: 7,041 SF

447 PEAVEY RD
 LOT SIZE: 88,548 SF
 LOT COVERAGE: 8,855 SF

465 PEAVEY RD
 LOT SIZE: 89,542 SF
 LOT COVERAGE: 8,954 SF

470 PEAVEY RD
 LOT SIZE: 100,463 SF
 LOT COVERAGE: 10,046 SF

490 PEAVEY RD
 LOT SIZE: 74,462 SF
 LOT COVERAGE: 7,446 SF

AVG LOT COVERAGE 8,468 SF

460 PEAVEY RD
 LOT TOTAL- 70,809 SF 100%
 LOT COVERAGE- 8,114 SF 11.4%
 IMPERVIOUS- 13,786 SF 19.5%

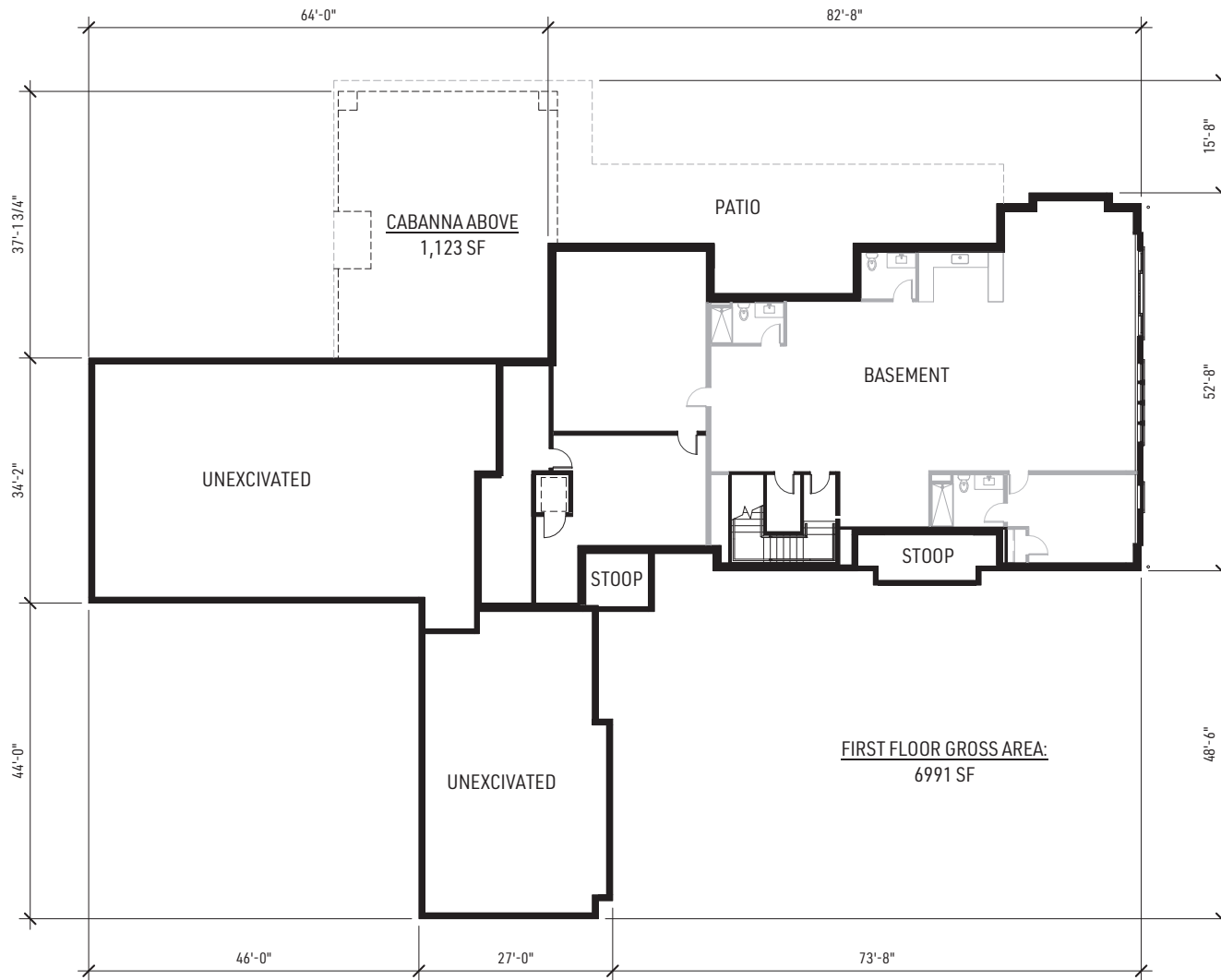
NEIGHBORHOOD PLAN
 1" = 100'-0"



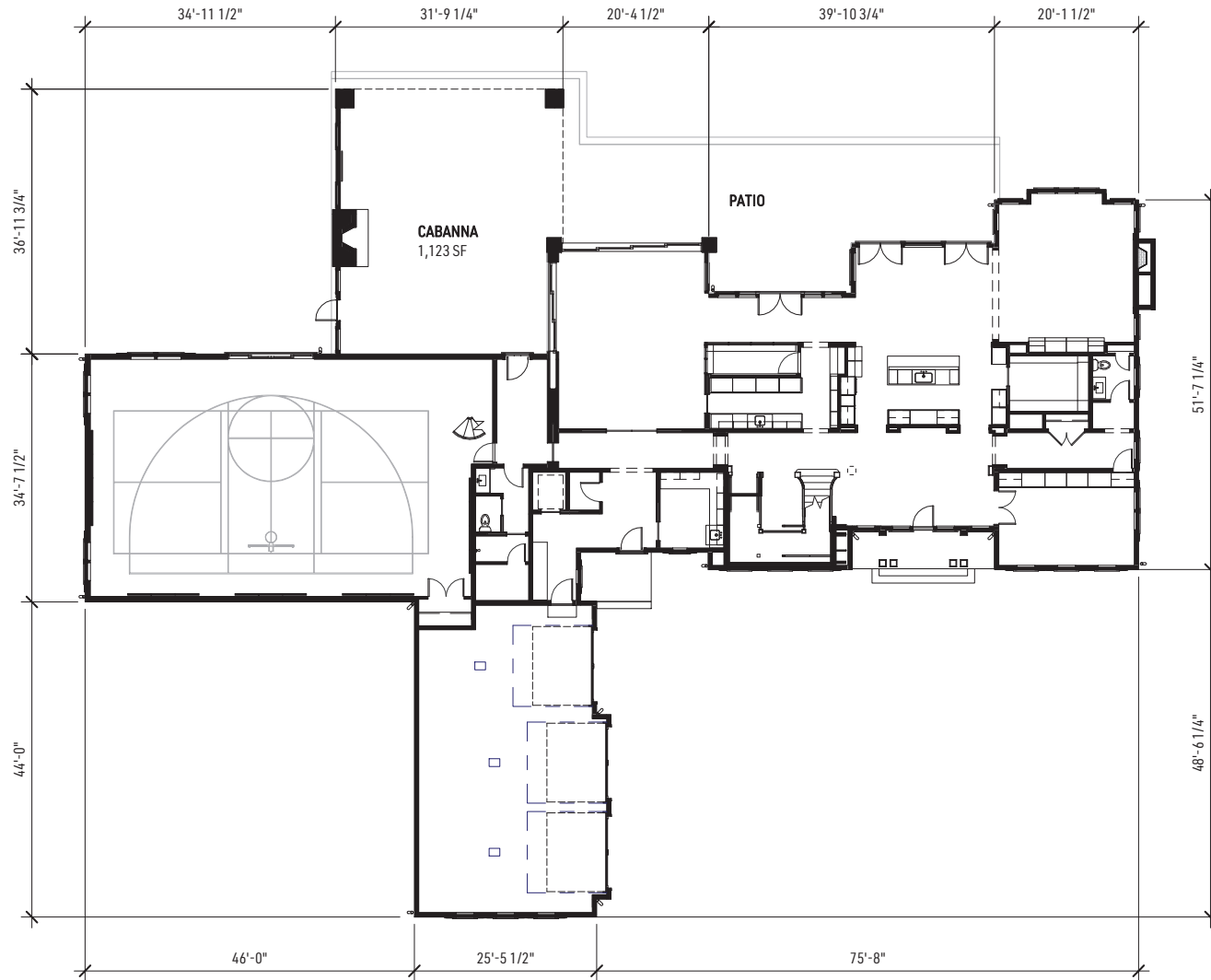
ADJACENT LOTS WITH PROPOSED MAX LOT COVERAGES OF 10%

NEIGHBORHOOD CONTEXT SITE PLAN
 06/18/20
460 PEAVEY RD

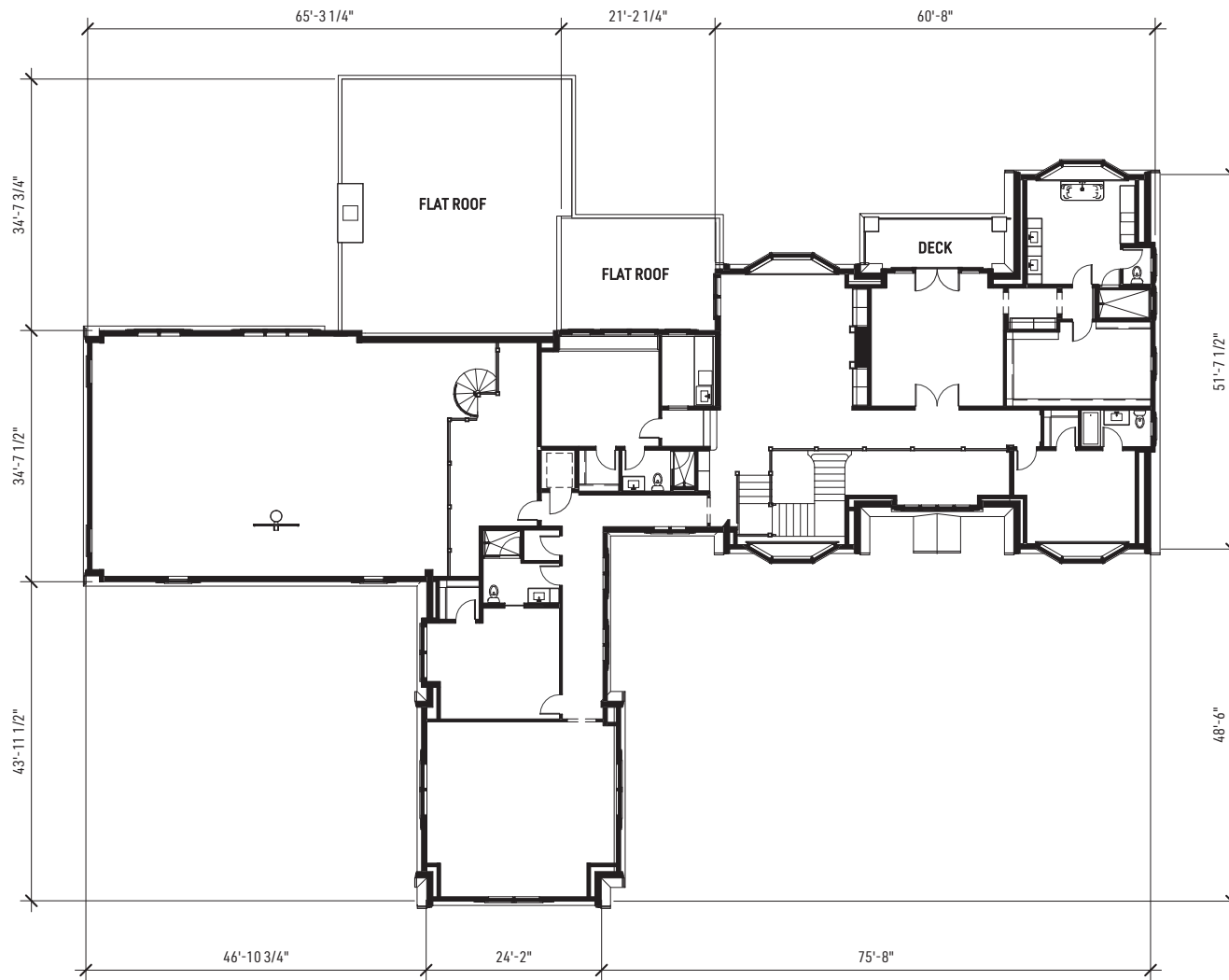
Copyright 2019 DJR Architecture, Inc.



1 FLOOR PLAN - BASEMENT
1/16" = 1'-0"



1 FLOOR PLAN - LEVEL 1
1/16" = 1'-0"



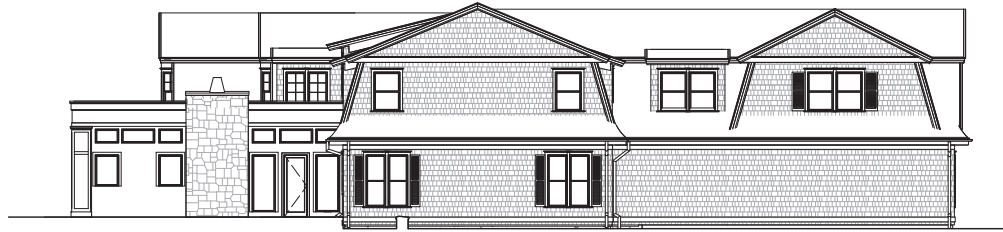
1 **FP - LEVEL 2**
1/16" = 1'-0"



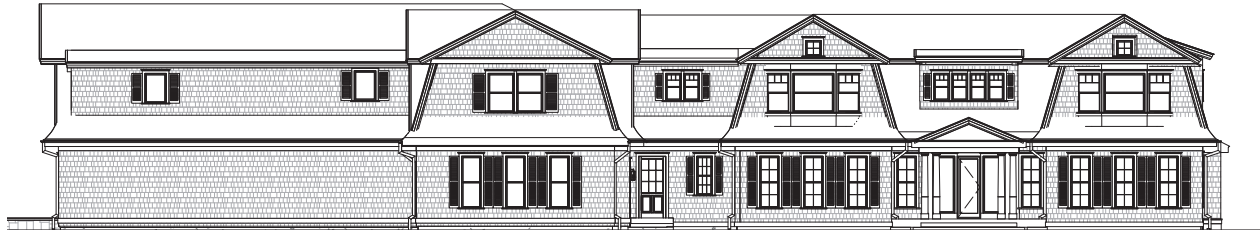
1 ELEVATION - SOUTH
1/16" = 1'-0"



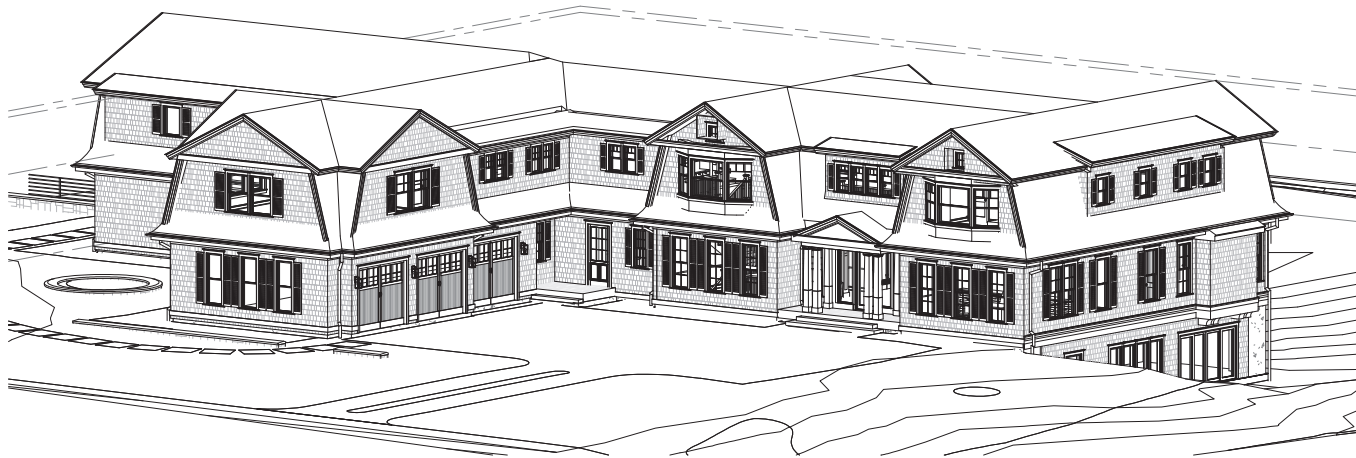
2 ELEVATION - EAST
1/16" = 1'-0"



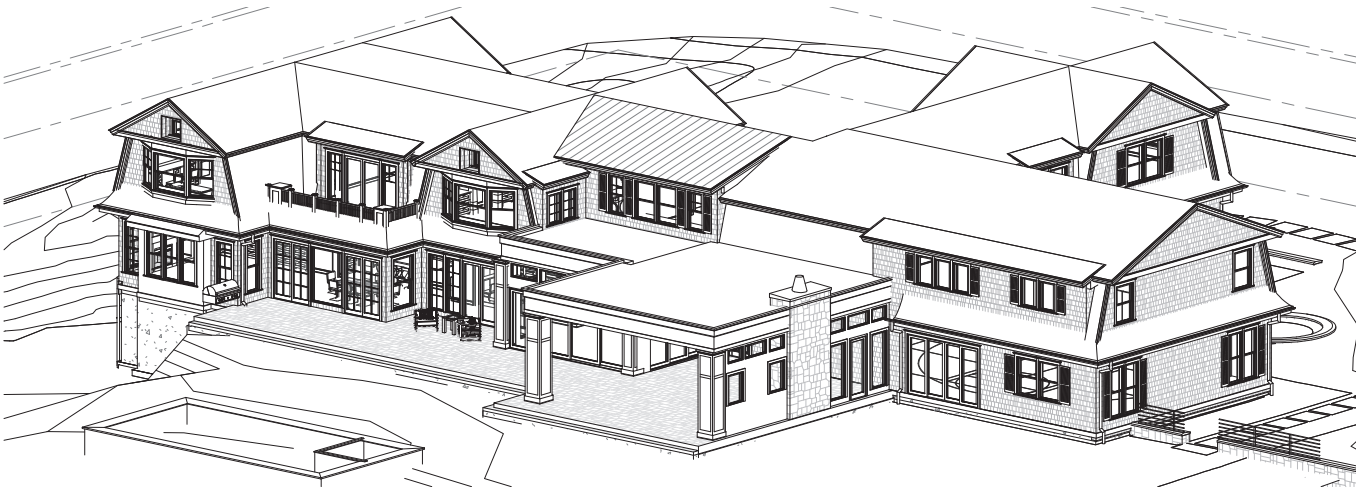
2 ELEVATION - NORTH
1/16" = 1'-0"



1 ELEVATION - WEST
1/16" = 1'-0"



FRONT



BACK

July 30th, 2020

Re: Lot coverage variance at 460 Peavey Rd

Dear Wayzata City Planning Commission,

The purpose of this letter is the voice my support for the variance application to increase the lot coverage from 10% to 11.4% submitted by my neighbor at 460 Peavey Rd.

We feel this is a reasonable request that does not alter our use or enjoyment of our property and is in line with the essential character of our neighborhood.

We hope you will come to the same conclusion & support this variance application.

Regards,

A handwritten signature in black ink, appearing to be 'MR', with a long horizontal line extending to the right.

Mike & Brittany Reger – 426 Ferndale Rd

July 30th, 2020

Re: Lot coverage variance at 460 Peavey Rd

Dear Wayzata City Planning Commission,

The purpose of this letter is the voice my support for the variance application to increase the lot coverage from 10% to 11.4% submitted by my neighbor at 460 Peavey Rd.

We feel this is a reasonable request that does not alter our use or enjoyment of our property and is in line with the essential character of our neighborhood.

We hope you will come to the same conclusion & support this variance application.

Regards,

A handwritten signature in black ink, consisting of a stylized 'M' followed by a horizontal line.

Clark & Margo Gassen – 442 Peavey Rd

July 30th, 2020

Re: Lot coverage variance at 460 Peavey Rd

Dear Wayzata City Planning Commission,

The purpose of this letter is the voice my support for the variance application to increase the lot coverage from 10% to 11.4% submitted by my neighbor at 460 Peavey Rd.

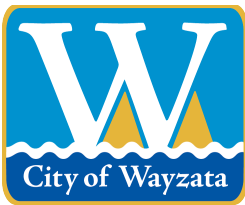
We feel this is a reasonable request that does not alter our use or enjoyment of our property and is in line with the essential character of our neighborhood.

We hope you will come to the same conclusion & support this variance application.

Regards,

MIKE SEELAND

Mike & Susan Seeland – 470 Peavey Rd



City of Wayzata City Council Agenda Report

MEETING DATE: September 15, 2020	AGENDA ITEM: 8.c
TITLE: Consider Adoption of Resolution 40-2020 Call for Sale of \$4,360,000 General Obligation Refunding Bonds, Series 2020B and Approval of the First Reading of Ordinance 802 Authorizing Issuance	
PROPOSED MOTION: To Adopt Resolution 40-2020 Calling for the Sale of \$4,360,000 in G.O. Refunding Bonds and to Approve the First Reading of Ordinance 802 Authorizing Issuance	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends adoption of the resolution and approval of the first reading of the ordinance which will allow the City to refinance two outstanding debts (Muni and Lake/Superior realignment bonds).

FINANCIAL OR BUDGET CONSIDERATION:

The overall Net Present Value benefit of the refinancing of the two bonds is estimated to be \$791,000. This will result in reduced payments out of the Liquor Fund, which will increase margins and additional funds for future street projects.

BACKGROUND:

The City's Financial Advisor, Ehlers and Associates, has recommended refinancing two outstanding bonds of the City (G.O. Improvement Bonds Series 2010A---Muni Building and G.O. Revenue Bonds Series 2011A Lake Street/Superior Boulevard Realignment) in order to capture savings from lower interest rates. Please see the attached details of the proposed refinance including the history, debt payment schedule, and timeline of needed actions.

The City Charter requires that bonds may be authorized by ordinance adopted by a four-fifths vote of all the members of the Council and stating the maximum amount and purpose or purposes of the issue. The City Charter also requires that an ordinance be presented at two consecutive regular Council meetings held at least one week apart. The ordinance provided is expected to be presented for first reading September 15, 2020, second reading October 6, 2020 and effective upon publication October 15, 2020.

In addition, a resolution detailing the terms of the bond issuance will be prepared for consideration October 20, 2020.

Stacie Kvilvang of Ehlers and Associates will be present at the Council Meeting to provide details as well as Jennifer Hanson of Dorsey and Whitney, the City's Bond Counsel.

ATTACHMENTS:

1. PreSale Report 2020B
2. Resolution 40-2020 Authorizing Proceeding with Sale
3. Ordinance 802 Bond Series 2020B

September 15, 2020
Pre-Sale Report for

City of Wayzata, Minnesota

\$4,360,000 General Obligation Refunding Bonds,
Series 2020B



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Stacie Kvilvang, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor
Keith Dahl, Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$4,360,000 General Obligation Refunding Bonds, Series 2020B

Purposes:

The proposed issue includes financing for the following purposes:

Current refunding of 2010A (improvement bonds) and 2011A (liquor store) bonds - statute 475 and Section 45 of City Charter

- Current Refunding of the 2010A Improvement Bonds. Debt service will be paid from special assessments and taxes.

Interest rates on the obligations proposed to be refunded are 3% to 3.5%. The refunding is expected to reduce debt service expense by approximately \$201,000 over the next 10 years. The Net Present Value Benefit of the refunding is estimated to be approximately \$191,000, equal to 11.049% of the refunded principal.

- Current Ref 2011A GO Revenue Bonds (liquor store). Debt service will be paid from liquor store revenues.

Interest rates on the obligations proposed to be refunded are 4% to 4.4%. The refunding is expected to reduce debt service expense by approximately \$624,000 over the next 15 years. The Net Present Value Benefit of the refunding is estimated to be approximately \$578,000, equal to 22.991% of the refunded principal.

These refunding are considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 475

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 15 years, which is the original term of the 2011A Bonds. The 2010A Bonds are being issued for their remaining term which is 10 years. Principal on the Bonds will be due on December 1 in the years 2021 through 2035. Interest is payable every six months beginning June 1, 2021.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City’s most recent bond issues were rated by Standard & Poor’s. The current ratings on those bonds are “AAA”. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option for the following reasons:

- This is a viable option available to finance these types of project under State law and City Charter
- This is the most overall cost-effective option that still maintains future flexibility for the repayment of debt

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the

range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

Because the Bonds tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Signature, No-Litigation, Arbitrage Certificate and Purchase Price Receipt prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you in complying with these rules.

Risk Factors:

Special Assessments: We have not assumed any pre-paid special assessments for the 2010A portion of the Bonds and we have assumed that assessments will be levied as projected. If the City has received a significant amount of pre-paid assessments or does not levy the assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.

Current Refunding: The Bonds are being issued to finance a current refunding of prior City debt obligations. Those prior debt obligations are “callable” on or after December 1, 2020. The new Bonds will not be pre-payable until February 1, 2029.

This refunding is being undertaken based in part on an assumption that the City does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Dorsey & Whitney LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Standard & Poor’s Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

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

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	September 15, 2020
Due Diligence Call to review Official Statement:	Week of Oct. 5, 2020
Distribute Official Statement:	October 8, 2020
Conference with Rating Agency:	Week of October 12, 2020
City Council Meeting to Award Sale of the Bonds:	October 20, 2020
Estimated Closing Date:	November 10, 2020
Redemption Date for Bonds Being Refunded:	December 1, 2020
Redemption Date for Bonds Being Refunded:	December 1, 2020

Attachments

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

EHLERS' CONTACTS

Stacie Kvilvang, Senior Municipal Advisor	(651) 697-8506
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Keith Dahl, Financial Specialist	(651) 697-8595
Rose Xiong, Public Finance Analyst	(651) 697-8589
Alicia Gage, Senior Financial Analyst	(651) 697-8551

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

Wayzata, Minnesota

\$4,360,000 General Obligation Refunding Bonds, Series 2020B

Issue Summary - Current Refundings 2010A & 2011A

Assuming Current GO BQ "AAA" Market Rates plus 20bps

Total Issue Sources And Uses

Dated 11/10/2020 | Delivered 11/10/2020

	Current Ref 2010A Imp Bds	Current Ref 2011A GO Rev Bds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,780,000.00	\$2,580,000.00	\$4,360,000.00
Total Sources	\$1,780,000.00	\$2,580,000.00	\$4,360,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	21,360.00	30,960.00	52,320.00
Costs of Issuance	24,903.68	36,096.32	61,000.00
Deposit to Current Refunding Fund	1,730,000.00	2,515,000.00	4,245,000.00
Rounding Amount	3,736.32	(2,056.32)	1,680.00
Total Uses	\$1,780,000.00	\$2,580,000.00	\$4,360,000.00

Wayzata, Minnesota

\$4,360,000 General Obligation Refunding Bonds, Series 2020B

Issue Summary - Current Refundings 2010A & 2011A

Assuming Current GO BQ "AAA" Market Rates plus 20bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/10/2020	-	-	-	-	-
06/01/2021	-	-	19,145.25	19,145.25	-
12/01/2021	340,000.00	0.350%	17,145.00	357,145.00	376,290.25
06/01/2022	-	-	16,550.00	16,550.00	-
12/01/2022	340,000.00	0.350%	16,550.00	356,550.00	373,100.00
06/01/2023	-	-	15,955.00	15,955.00	-
12/01/2023	340,000.00	0.400%	15,955.00	355,955.00	371,910.00
06/01/2024	-	-	15,275.00	15,275.00	-
12/01/2024	340,000.00	0.450%	15,275.00	355,275.00	370,550.00
06/01/2025	-	-	14,510.00	14,510.00	-
12/01/2025	340,000.00	0.550%	14,510.00	354,510.00	369,020.00
06/01/2026	-	-	13,575.00	13,575.00	-
12/01/2026	350,000.00	0.650%	13,575.00	363,575.00	377,150.00
06/01/2027	-	-	12,437.50	12,437.50	-
12/01/2027	350,000.00	0.750%	12,437.50	362,437.50	374,875.00
06/01/2028	-	-	11,125.00	11,125.00	-
12/01/2028	350,000.00	0.850%	11,125.00	361,125.00	372,250.00
06/01/2029	-	-	9,637.50	9,637.50	-
12/01/2029	350,000.00	0.950%	9,637.50	359,637.50	369,275.00
06/01/2030	-	-	7,975.00	7,975.00	-
12/01/2030	360,000.00	1.050%	7,975.00	367,975.00	375,950.00
06/01/2031	-	-	6,085.00	6,085.00	-
12/01/2031	175,000.00	1.150%	6,085.00	181,085.00	187,170.00
06/01/2032	-	-	5,078.75	5,078.75	-
12/01/2032	180,000.00	1.250%	5,078.75	185,078.75	190,157.50
06/01/2033	-	-	3,953.75	3,953.75	-
12/01/2033	180,000.00	1.350%	3,953.75	183,953.75	187,907.50
06/01/2034	-	-	2,738.75	2,738.75	-
12/01/2034	180,000.00	1.450%	2,738.75	182,738.75	185,477.50
06/01/2035	-	-	1,433.75	1,433.75	-
12/01/2035	185,000.00	1.550%	1,433.75	186,433.75	187,867.50
Total	\$4,360,000.00	-	\$308,950.25	\$4,668,950.25	-

Yield Statistics

Bond Year Dollars	\$31,174.33
Average Life	7.150 Years
Average Coupon	0.9910404%
Net Interest Cost (NIC)	1.1588708%
True Interest Cost (TIC)	1.1612643%
Bond Yield for Arbitrage Purposes	0.9847688%
All Inclusive Cost (AIC)	1.3708959%

IRS Form 8038

Net Interest Cost	0.9910404%
Weighted Average Maturity	7.150 Years

Wayzata, Minnesota

\$4,360,000 General Obligation Refunding Bonds, Series 2020B

Issue Summary - Current Refundings 2010A & 2011A

Assuming Current GO BQ "AAA" Market Rates plus 20bps

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/01/2020	-	(1,680.00)	-	1,680.00
12/01/2021	376,290.25	376,290.25	433,630.00	57,339.75
12/01/2022	373,100.00	373,100.00	434,130.00	61,030.00
12/01/2023	371,910.00	371,910.00	434,280.00	62,370.00
12/01/2024	370,550.00	370,550.00	434,080.00	63,530.00
12/01/2025	369,020.00	369,020.00	433,530.00	64,510.00
12/01/2026	377,150.00	377,150.00	437,630.00	60,480.00
12/01/2027	374,875.00	374,875.00	436,005.00	61,130.00
12/01/2028	372,250.00	372,250.00	433,845.00	61,595.00
12/01/2029	369,275.00	369,275.00	431,140.00	61,865.00
12/01/2030	375,950.00	375,950.00	437,880.00	61,930.00
12/01/2031	187,170.00	187,170.00	228,680.00	41,510.00
12/01/2032	190,157.50	190,157.50	230,910.00	40,752.50
12/01/2033	187,907.50	187,907.50	227,720.00	39,812.50
12/01/2034	185,477.50	185,477.50	228,920.00	43,442.50
12/01/2035	187,867.50	187,867.50	229,680.00	41,812.50
Total	\$4,668,950.25	\$4,667,270.25	\$5,492,060.00	\$824,789.75

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	767,681.25
Net PV Cashflow Savings @ 0.985%(Bond Yield).....	767,681.25
Contingency or Rounding Amount.....	1,680.00
Net Present Value Benefit	\$769,361.25
Net PV Benefit / \$5,127,681.25 PV Refunded Debt Service	15.004%
Net PV Benefit / \$4,245,000 Refunded Principal...	18.124%
Net PV Benefit / \$4,360,000 Refunding Principal..	17.646%

Refunding Bond Information

Refunding Dated Date	11/10/2020
Refunding Delivery Date	11/10/2020

Wayzata, Minnesota

\$4,360,000 General Obligation Refunding Bonds, Series 2020B

Issue Summary - Current Refundings 2010A & 2011A

Assuming Current GO BQ "AAA" Market Rates plus 20bps

Detail Costs Of Issuance

Dated 11/10/2020 | Delivered 11/10/2020

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$33,000.00
Bond Counsel	\$13,000.00
Rating Agency Fee (Moody's)	\$14,000.00
Miscellaneous	\$1,000.00
TOTAL	\$61,000.00

Wayzata, Minnesota

\$1,780,000 General Obligation Refunding Bonds, Series 2020B

Current Ref 2010A Imp Bds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/10/2020	-	-	-	-	-
06/01/2021	-	-	6,352.44	6,352.44	-
12/01/2021	175,000.00	0.350%	5,688.75	180,688.75	187,041.19
06/01/2022	-	-	5,382.50	5,382.50	-
12/01/2022	175,000.00	0.350%	5,382.50	180,382.50	185,765.00
06/01/2023	-	-	5,076.25	5,076.25	-
12/01/2023	175,000.00	0.400%	5,076.25	180,076.25	185,152.50
06/01/2024	-	-	4,726.25	4,726.25	-
12/01/2024	175,000.00	0.450%	4,726.25	179,726.25	184,452.50
06/01/2025	-	-	4,332.50	4,332.50	-
12/01/2025	175,000.00	0.550%	4,332.50	179,332.50	183,665.00
06/01/2026	-	-	3,851.25	3,851.25	-
12/01/2026	180,000.00	0.650%	3,851.25	183,851.25	187,702.50
06/01/2027	-	-	3,266.25	3,266.25	-
12/01/2027	180,000.00	0.750%	3,266.25	183,266.25	186,532.50
06/01/2028	-	-	2,591.25	2,591.25	-
12/01/2028	180,000.00	0.850%	2,591.25	182,591.25	185,182.50
06/01/2029	-	-	1,826.25	1,826.25	-
12/01/2029	180,000.00	0.950%	1,826.25	181,826.25	183,652.50
06/01/2030	-	-	971.25	971.25	-
12/01/2030	185,000.00	1.050%	971.25	185,971.25	186,942.50
Total	\$1,780,000.00	-	\$76,088.69	\$1,856,088.69	-

Yield Statistics

Bond Year Dollars	\$9,978.83
Average Life	5.606 Years
Average Coupon	0.7625009%
Net Interest Cost (NIC)	0.9765539%
True Interest Cost (TIC)	0.9818976%
Bond Yield for Arbitrage Purposes	0.9847688%
All Inclusive Cost (AIC)	1.2448244%

IRS Form 8038

Net Interest Cost	0.7625009%
Weighted Average Maturity	5.606 Years

Wayzata, Minnesota

\$1,780,000 General Obligation Refunding Bonds, Series 2020B

Current Ref 2010A Imp Bds

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/01/2020	-	(3,736.32)	-	3,736.32
12/01/2021	187,041.19	187,041.19	204,750.00	17,708.81
12/01/2022	185,765.00	185,765.00	205,250.00	19,485.00
12/01/2023	185,152.50	185,152.50	205,600.00	20,447.50
12/01/2024	184,452.50	184,452.50	205,800.00	21,347.50
12/01/2025	183,665.00	183,665.00	205,850.00	22,185.00
12/01/2026	187,702.50	187,702.50	205,750.00	18,047.50
12/01/2027	186,532.50	186,532.50	205,325.00	18,792.50
12/01/2028	185,182.50	185,182.50	204,565.00	19,382.50
12/01/2029	183,652.50	183,652.50	203,460.00	19,807.50
12/01/2030	186,942.50	186,942.50	207,000.00	20,057.50
Total	\$1,856,088.69	\$1,852,352.37	\$2,053,350.00	\$200,997.63

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	187,405.81
Net PV Cashflow Savings @ 0.985%(Bond Yield)....	187,405.81
Contingency or Rounding Amount.....	3,736.32
Net Present Value Benefit	\$191,142.13
Net PV Benefit / \$1,945,771.22 PV Refunded Debt Service	9.823%
Net PV Benefit / \$1,730,000 Refunded Principal...	11.049%
Net PV Benefit / \$1,780,000 Refunding Principal..	10.738%

Refunding Bond Information

Refunding Dated Date	11/10/2020
Refunding Delivery Date	11/10/2020

Wayzata, Minnesota

\$1,780,000 General Obligation Refunding Bonds, Series 2020B

Current Ref 2010A Imp Bds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
12/01/2020	-	-	-	-	-
12/01/2021	175,000.00	0.350%	12,041.19	187,041.19	196,393.25
12/01/2022	175,000.00	0.350%	10,765.00	185,765.00	195,053.25
12/01/2023	175,000.00	0.400%	10,152.50	185,152.50	194,410.13
12/01/2024	175,000.00	0.450%	9,452.50	184,452.50	193,675.13
12/01/2025	175,000.00	0.550%	8,665.00	183,665.00	192,848.25
12/01/2026	180,000.00	0.650%	7,702.50	187,702.50	197,087.63
12/01/2027	180,000.00	0.750%	6,532.50	186,532.50	195,859.13
12/01/2028	180,000.00	0.850%	5,182.50	185,182.50	194,441.63
12/01/2029	180,000.00	0.950%	3,652.50	183,652.50	192,835.13
12/01/2030	185,000.00	1.050%	1,942.50	186,942.50	196,289.63
Total	\$1,780,000.00	-	\$76,088.69	\$1,856,088.69	\$1,948,893.12

Significant Dates

Dated	11/10/2020
First Coupon Date	6/01/2021

Yield Statistics

Bond Year Dollars	\$9,978.83
Average Life	5.606 Years
Average Coupon	0.7625009%
Net Interest Cost (NIC)	0.9765539%
True Interest Cost (TIC)	0.9818976%
Bond Yield for Arbitrage Purposes	0.9847688%
All Inclusive Cost (AIC)	1.2448244%

IRS Form 8038

Net Interest Cost	0.7625009%
Weighted Average Maturity	5.606 Years

Wayzata, Minnesota

\$2,580,000 General Obligation Refunding Bonds, Series 2020B

Current Ref 2011A GO Rev Bds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/10/2020	-	-	-	-	-
06/01/2021	-	-	12,792.81	12,792.81	-
12/01/2021	165,000.00	0.350%	11,456.25	176,456.25	189,249.06
06/01/2022	-	-	11,167.50	11,167.50	-
12/01/2022	165,000.00	0.350%	11,167.50	176,167.50	187,335.00
06/01/2023	-	-	10,878.75	10,878.75	-
12/01/2023	165,000.00	0.400%	10,878.75	175,878.75	186,757.50
06/01/2024	-	-	10,548.75	10,548.75	-
12/01/2024	165,000.00	0.450%	10,548.75	175,548.75	186,097.50
06/01/2025	-	-	10,177.50	10,177.50	-
12/01/2025	165,000.00	0.550%	10,177.50	175,177.50	185,355.00
06/01/2026	-	-	9,723.75	9,723.75	-
12/01/2026	170,000.00	0.650%	9,723.75	179,723.75	189,447.50
06/01/2027	-	-	9,171.25	9,171.25	-
12/01/2027	170,000.00	0.750%	9,171.25	179,171.25	188,342.50
06/01/2028	-	-	8,533.75	8,533.75	-
12/01/2028	170,000.00	0.850%	8,533.75	178,533.75	187,067.50
06/01/2029	-	-	7,811.25	7,811.25	-
12/01/2029	170,000.00	0.950%	7,811.25	177,811.25	185,622.50
06/01/2030	-	-	7,003.75	7,003.75	-
12/01/2030	175,000.00	1.050%	7,003.75	182,003.75	189,007.50
06/01/2031	-	-	6,085.00	6,085.00	-
12/01/2031	175,000.00	1.150%	6,085.00	181,085.00	187,170.00
06/01/2032	-	-	5,078.75	5,078.75	-
12/01/2032	180,000.00	1.250%	5,078.75	185,078.75	190,157.50
06/01/2033	-	-	3,953.75	3,953.75	-
12/01/2033	180,000.00	1.350%	3,953.75	183,953.75	187,907.50
06/01/2034	-	-	2,738.75	2,738.75	-
12/01/2034	180,000.00	1.450%	2,738.75	182,738.75	185,477.50
06/01/2035	-	-	1,433.75	1,433.75	-
12/01/2035	185,000.00	1.550%	1,433.75	186,433.75	187,867.50
Total	\$2,580,000.00	-	\$232,861.56	\$2,812,861.56	-

Yield Statistics

Bond Year Dollars	\$21,195.50
Average Life	8.215 Years
Average Coupon	1.0986368%
Net Interest Cost (NIC)	1.2447055%
True Interest Cost (TIC)	1.2470572%
Bond Yield for Arbitrage Purposes	0.9847688%
All Inclusive Cost (AIC)	1.4314018%

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Net Interest Cost	1.0986368%
Weighted Average Maturity	8.215 Years

Wayzata, Minnesota

\$2,580,000 General Obligation Refunding Bonds, Series 2020B

Current Ref 2011A GO Rev Bds

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/01/2020	-	2,056.32	-	(2,056.32)
12/01/2021	189,249.06	189,249.06	228,880.00	39,630.94
12/01/2022	187,335.00	187,335.00	228,880.00	41,545.00
12/01/2023	186,757.50	186,757.50	228,680.00	41,922.50
12/01/2024	186,097.50	186,097.50	228,280.00	42,182.50
12/01/2025	185,355.00	185,355.00	227,680.00	42,325.00
12/01/2026	189,447.50	189,447.50	231,880.00	42,432.50
12/01/2027	188,342.50	188,342.50	230,680.00	42,337.50
12/01/2028	187,067.50	187,067.50	229,280.00	42,212.50
12/01/2029	185,622.50	185,622.50	227,680.00	42,057.50
12/01/2030	189,007.50	189,007.50	230,880.00	41,872.50
12/01/2031	187,170.00	187,170.00	228,680.00	41,510.00
12/01/2032	190,157.50	190,157.50	230,910.00	40,752.50
12/01/2033	187,907.50	187,907.50	227,720.00	39,812.50
12/01/2034	185,477.50	185,477.50	228,920.00	43,442.50
12/01/2035	187,867.50	187,867.50	229,680.00	41,812.50
Total	\$2,812,861.56	\$2,814,917.88	\$3,438,710.00	\$623,792.12

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	580,275.44
Net PV Cashflow Savings @ 0.985%(Bond Yield).....	580,275.44
Contingency or Rounding Amount.....	(2,056.32)
Net Present Value Benefit	\$578,219.12
Net PV Benefit / \$3,181,910.03 PV Refunded Debt Service	18.172%
Net PV Benefit / \$2,515,000 Refunded Principal...	22.991%
Net PV Benefit / \$2,580,000 Refunding Principal..	22.412%

Refunding Bond Information

Refunding Dated Date	11/10/2020
Refunding Delivery Date	11/10/2020

RESOLUTION 40-2020

PROVIDING FOR THE SALE OF \$4,360,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B

WHEREAS, the City Council of the City of Wayzata, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$4,360,000 General Obligation Refunding Bonds, Series 2020B (the "Bonds"), to finance a current refunding of the City's 2010A GO Improvement Bonds and the 2011A GO Revenue Bonds in the City; and

WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on October 20, 2020, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted by the Wayzata City Council this 15th day of September, 2020.

Ken Willcox, Mayor

ATTEST:

Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 15, 2020.

Kathy Leervig, City Clerk
SEAL

ORDINANCE NO. 802

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020B

THE CITY OF WAYZATA ORDAINS:

Section 1. General Obligation Bonds, Series 2020B.

By authority of Minnesota Statutes, Chapter 475 and Section 45 of the City Charter, the City may issue its general obligation bonds without an election, if such bonds are authorized by ordinance adopted by 4/5ths of the members of this Council for any purpose authorized by the laws of the State of Minnesota, when such laws permit the issuance of bonds for such purpose without an election. It is hereby determined to be necessary and desirable for the City to issue General Obligation Refunding Bonds, Series 2020B (the Bonds), without an election. The Bonds are being issued for the purpose of refunding the City's General Obligation Improvement Bonds, Series 2010A and General Obligation Revenue Bonds, Series 2011A. The maximum principal amount of the Bonds is \$4,360,000. Pursuant to Minnesota Statutes, Section 475.67, Chapter 429 and Section 45 of the City Charter, the Bonds may be issued without an election.

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

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

Section 3. Effective Date.

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

First Reading: September 15, 2020
Second Reading: October 6, 2020
Publication: October 15, 2020

Approved: _____
Ken Willcox, Mayor

Attest: _____
Jeff Dahl, City Manager