

WAYZATA CITY COUNCIL

Meeting Agenda (AMENDED)

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, August 16, 2022
7:00 PM

ZOOM INFORMATION

[Click here to join Zoom Mtg](#)

[Meeting ID: 868 9763 8062](#) [Passcode: 336698](#)

Members of the public may watch and listen remotely by viewing the meeting on Channel 8, WCTV, and at the City's website at www.wayzata.org/WCTV.



Public comment during the Public Forum and/or Public Hearing portions of the meeting may be provided in person at the meeting, in advance, or by logging into the zoom call and raising your hand during the public hearing. **When your name is called in the meeting, you will be seen and heard in our Council Chambers and the cable channel.** You will be asked to unmute and then you may begin your comment. All public comments must include your full name and address.

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 952-404-5323, or mailing Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment).

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

WORKSHOP TOPICS FOR DISCUSSION:

- **Update of Waste Hauling Contract and Discussion of Future Options (5:00-5:30 p.m.)**
- **Discussion of 2023 Preliminary Enterprise Fund Operating Budgets and Fee Schedule (5:30-6:30 p.m.)**

7:00 PM - CITY COUNCIL MEETING

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Forum (3min/person)**
 - a. Update of Parks and Trails Board Activities by Chair Tory Schalkle
6. **New Agenda Items**
7. **Consent Agenda**
 - a. Approval of City Council Workshop and Regular Meeting Minutes of July 19 and August 3, 2022
 - 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 Agreement for Property Assessing Services with Hennepin County
 - g. Approval of School Resource Officer Agreement with Wayzata School District
 - h. Adoption of Resolution 39-2022 Approving Amendment to Development Agreement for Rooftop Plan at 401 Lake Street East
 - i. Adoption of Resolution 40-2022 Accepting Donation from the Wayzata Lions Club
8. **New Business**
 - a. Consider Adoption of Resolution 38-2022 Approving Design of Panoway Phase 2A (Boardwalk & Docks) and Phase 2B (Section Foreman House) and Directing Staff to Prepare Construction Documents and Permit

Applications

b. Consider Approval of Rooftop Municipal Solar Proposal and Solar Power Purchase Agreement and Authorize Mayor and City Manager to Execute Agreement

- c. Consider Adoption of Resolution 37-2022 Approving Lot Combination, Comprehensive Plan Amendment, and Zoning Map Amendment at 1022 Wayzata Blvd East and Approval of First Reading of Ordinance 816 to Amend the Official Zoning Map of the City to Rezone a Portion of the Property at 1022 Wayzata Blvd East
- d. Consider Adoption of Resolution 36-2022 Approving Outdoor Patio Conditional Use Permit and Parking Variance at 830 Lake Street East (Baja Haus)

9. City Manager's Report and Discussion Items

10. Public Forum (as necessary)

11. Adjournment

Meeting Rules of Conduct:

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

Upcoming Meetings:

City Council - September 6, 2022
Planning Commission - August 15, 2022

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



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.a
TITLE: Approval of City Council Workshop and Regular Meeting Minutes of July 19 and August 3, 2022	
PROPOSED MOTION: To Approve the Workshop and Regular Meeting Minutes of July 19 and August 3, 2022	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. July 19, 2022 Workshop Minutes (draft)
2. July 19, 2022 CC Minutes (draft)
3. August 3, 2022 Workshop Minutes (draft)
4. August 3, 2022 CC Minutes (draft)

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
July 19, 2022**

5:25 p.m. Discussion of Rooftop Solar Infrastructure on City Facilities

Mayor Mouton called the meeting to order at 5:25 p.m. Council Members present in the community room at City Hall offices: Plechash, Iverson, MacDonald, and Buchanan. Also present: City Manager Jeff Dahl, Administrative Services Director Aurora Yager, Community Development Director Emily Goellner, Public Works Director/City Engineer Mike Kelly, and Parks Planner Nick Kieser.

Parks Planner Kieser provided background that the Energy and Environment (E&E) Committee has discussed and researched the potential for a municipal rooftop solar project for almost two years. This project has been listed in the Committee's work plan each year since 2020 and now the Committee feels confident in bringing forward a proposal that would fit with Wayzata's goals and visioning that are embedded in multiple robust documents that guide the City's future.

The E & E Committee, along with staff, asked the following questions:

- 1) Is rooftop solar a valuable project for Wayzata to pursue?
- 2) Is the scope of the project correct (i.e. the buildings proposed)?
- 3) What would be the preferred financing option?

Blue Horizon Energy gave a presentation regarding the municipal rooftop solar project and the possible financing options the City could pursue to complete the project. The proposal would install solar systems on top of City Hall, Public Works, Fire Station, Library, and the Liquor Store/Muni. The first financing option would be to directly purchase the solar system and the second option would be to enter into a Power Purchase Agreement with no upfront capital costs. Both of these options would allow the City to have cost savings at the end of 25 years, but the direct purchasing option would allow for the most cost savings.

The Council discussed the two financing options and requested additional information about the options, specifically towards how the incentives are incorporated into the savings. The Council also wanted additional information on how the direct purchase option could work for this type of project. Council consensus was that the direct purchase option was preferred given that there was no upfront capital needed.

Overall, the Council directed staff to bring this additional information forward at an upcoming Council meeting for a final vote. Staff noted that they could bring this information and proposal forward at the August 16 City Council meeting.

5:55 p.m. Update from the Parks and Trails Board on Capital Projects and Discussion of Parks and Trails Master Plan

Tory Schalkle, Chair of the Parks and Trails Board, presented a brief update of Parks and Trails Board projects for the year. In addition, staff and Chair Schalkle will facilitate a discussion about 1) The history of the Parks and Trails Master Plan; 2) The projects currently listed in the Plan and CIP; and 3) What, if any, amendments need to be made based on timing, funding, project costs, and overall community prioritization.

The City Council stated that they have some concerns about the various projects that are ongoing with the Parks and Trails Board and the total costs for those projects. There were varying perspectives that the Council noted regarding these projects. Council wanted to ensure that the scope of the projects the Board is currently working on and are planning to work on in the future are correct. Specifically, the Klapprich Park project and the future Nature Preserve project. The Council wants to make sure that the funds

1 allocated for the Parks and Trails budget are going towards the highest priority projects. The projects
2 currently listed in the CIP should be reviewed in more detail. The projects should be reviewed to ensure
3 the scope, timing, and funding are all correct as the projects come to the City Council for approval.
4

5 Chair Schalkle and staff noted that a formal Parks and Trails update will be presented at an upcoming
6 Council meeting.
7

8 The workshop meeting was adjourned at 6:45 p.m.
9

10 Respectfully submitted,
11

12 Kathy Leervig, City Clerk

DRAFT

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
July 19, 2022

AGENDA ITEM 1. Call to Order.

Mayor Mouton called the meeting to order at 7:00 p.m. and shared the multiple options for joining remotely and submitting comments or questions.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Mouton, Buchanan, Iverson, MacDonald, and Plechash. Also present: City Manager Dahl, Community Development Director Goellner, Assistant Planner Quarles, Administrative Services Director Yager, and City Attorney Schelzel.

Mayor Mouton noted earlier this evening, the City Council participated in a workshop. The following items were on the agenda:

- Discussion of Rooftop Solar Infrastructure on City Facilities
- Update from the Parks and Trails Board on Capital Projects and Discussion of Parks and Trails Master Plan

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Swearing in of Deputy Police Chief Jamie Baker, Detective Sergeant Dan Lee, and Sergeant Matt George

City Manager Dahl administered the Oath of Office to Deputy Police Chief Jamie Baker, Detective Sergeant Dan Lee, and Sergeant Matt George. There was a round of applause for the officers.

Police Chief Schultz congratulated the officers and members of the officers families pinned on their badges. Each officer shared a bit about their background, experience, and family members.

Mayor Mouton shared some words of encouragement for each officer and welcomed them into their new roles with the Police Department. She expressed her deep appreciation for the officers and the work the entire Department does on behalf of the City and its residents and thanked them for choosing to serve in the City of Wayzata. There was a final round of applause for the officers.

Mayor Mouton recessed the meeting at 7:25 p.m. and reconvened at 7:39 p.m.

AGENDA ITEM 6. New Agenda Items.

Ms. Iverson requested that a discussion surrounding the current enforcement policies be placed on an upcoming workshop in order to see which ones are working well and which need some improvement, such as boat parking, cars on the street, and construction hours.

1 She noted that she is bringing this forward based on concerns she has heard expressed from
2 residents.

3 Mayor Mouton stated that this may require a broad swath of individuals involved
4 such as the police department, City Attorney, and City staff, and noted that she would like
5 to see if this topic could be narrowed down to just the top few priorities as a starting point.

6 City Attorney Schelzel agreed that narrowing down the focus was a good idea and
7 stated that City Manager Dahl can then determine which staff members it would be
8 appropriate to pull in for those discussions.

9 Ms. Iverson stated that she will follow up with City Manager Dahl to get this on a
10 future workshop.

11 Mr. Buchanan questioned whether a workshop was the appropriate place to deal
12 with enforcement issues if there are complaints from the residents.

13 Mr. Dahl suggested that they hone in on these areas and provide a summary of how
14 these are processed and then the Council can determine if a larger policy conversation was
15 warranted at that time.

16
17 **AGENDA ITEM 7. Consent Agenda.**

18 Mayor Mouton read the items on the consent agenda and asked if any Council member
19 wished to pull an item for further discussion.

20 Mr. Plechash asked for some elaboration on item 7g, a resolution accepting
21 donations. He stated that his concern is that when the City gets donations for something
22 specific that if it just gets put into the General Fund it may be lost. He stated that he would
23 like to see if there is a way to sequester that money or have an accounting entry so the
24 money is not just blended into General Fund disbursements. Mr. Dahl explained that once
25 donated funds are accepted by the City it is difficult for a municipal body to commit to
26 where those funds go. He stated that the City does keep track of the donations and noted
27 that it is up to the Council and staff to ensure that whatever they are donating for is
28 consistent with the City's goals and objectives. He noted that he did not think the City
29 could establish anymore certainty in how those funds are used. Mr. Plechash stated that he
30 would at least like to memorialize the contributions and donations from these individuals
31 for certain things to ensure that it is in the public record.

32 Ms. Iverson asked about item 7j. regarding the professional services agreement with
33 SRF. She noted that the City had done a similar study in 2021 from June 15 – July 11, 2021
34 and asked if the thought was that there would be a large difference in a one year period.
35 Mr. Dahl stated that the rationale for this is as part of the FILOP program there is a
36 requirement that the City continues to monitor where it is at if the City will continue to
37 utilize the program. He stated that last year the Lake and Berry lot was not yet completed
38 so that would be encompassed in the scope of the study for this year which will be helpful.

39 Mayor Mouton stated that she also thinks that as Panoway has opened up and
40 COVID restrictions have subsided there may have been some changes so she is supportive
41 of taking another look to gather additional data.

42 Ms. Iverson stated that she also wondered the wisdom of completing the study in
43 August because there are many people who go out of town prior to school starting and
44 questioned if that would end up accurately reflecting the traffic in the City. She stated that
45 if this moves forward, she would also like to see a comparison summary of the 2021 data
46 to the 2022 data.

Community Development Director Goellner stated that her understanding is that the counts would be conducted in early August rather than late August.

Mr. Dahl noted that staff can encourage them to conduct the study as soon as possible.

Ms. MacDonald stated that she feels it is important to take another look at this during the summer months and noted that she has, anecdotally, seen a large influx of people visiting the City. She noted that she feels it was important to reach out to the business owners by means other than just an e-mail survey. She suggested that they find some sort of way to have direct contact so it makes it more on their ‘radar’ and isn’t just lost in their inbox.

Hearing no additional requests, Mayor Mouton asked for a motion to approve the Consent Agenda as presented. Mr. Buchanan made a motion, seconded by Mr. Plechash, to approve the consent agenda:

- a. Approval of City Council Workshop and Regular Meeting Minutes of June 21, 2022
- 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 Lease Agreement with Wayzata Historic Society
- g. Adoption of Resolution 29-2022 Accepting Donations from Lindbloom and Vanderheyden Families, the Wayzata Rotary Club, and the Miles Family Fund
- h. Adoption of Resolution 32-2022 Renewing Master Partnership Contract with MnDOT
- i. Appointment of Blake Sandvold from the Wayzata Conservancy to the Panoway District Committee
- j. Approval of a Proposal for Professional Services with SRF Consulting, Inc. for Downtown Wayzata Parking Study

The motion carried 5/0.

Mr. Dahl expressed the City’s overall gratitude for the donors including the Lindbloom and Vanderheyden Families, the Wayzata Rotary Club, and the Miles Family Fund. He stated that all the donations help the City and reduces the burden on the property owners. He stated that Henry Miles with the Miles Family Fund, in addition to donating funds, is also out there toiling trying to make the woods along Superior Boulevard nicer and a better community asset.

AGENDA ITEM 8. New Business.

- a. **Consider Adoption of Resolution 35-2022 Approving Preliminary Plat, Rezoning, Conditional Use Permits, Variances, and Design Deviations for 900 Wayzata Boulevard East and Approval of First Reading of Ordinance 814 to Amend the Official Zoning Map of the City to Rezone Property at 900 Wayzata Boulevard East**

Mr. Dahl noted that there were some technical difficulties and one of the display screens was not working. He explained that if anyone in the audience would like a hard copy of the presentation they are available at the back table. He stated that the screens in front of the Council appear to be working incorrectly.

1 Community Development Director Goellner noted that she has been working on
2 this project for about two years. She stated that it has been unprecedented for her to have
3 this much collaboration with a developer on a proposal. She commended Planner Quarles
4 for the work she has done analyzing the details of this application.

5 Planner Valerie Quarles gave an overview of the proposed project at 900 Wayzata
6 Boulevard East called Wayzata Gateway which is the current site of the Wells Fargo
7 building. She reviewed the zoning and land use in the surrounding neighborhoods, the
8 guidance in the 2040 Comprehensive Plan, the existing conditions of the land, building,
9 and zoning, as well as the history of the site. She explained that the proposal is to re-plat
10 the site into three lots in order to support a mixed-use, campus style project with a bank
11 building, an office building, apartments, and townhomes. She gave an overview of the
12 application requests and the Planning Commission discussion for each parcel. She noted
13 that some of the changes suggested by engineering have been made but noted that they
14 wanted to ensure that the Planning Commission recommendation held up and they were
15 concerned that if they changed the plans substantially, then those recommendations would
16 hold less weight. She stated that the Planning Commission had a really good discussion on
17 this application and staff wanted to make sure that had some power with the Council. She
18 stated that the engineering comments are generally on adjustments to the plans and things
19 like the size of the buildings and dimensions of impervious surface areas would only shift
20 a bit. She stated that a Stormwater Facilities Maintenance Agreement will be very
21 important. She stated that staff had also asked for adjustment and clarification to the tree
22 preservation plan which the applicant has made. She reviewed some of the other comments
23 made by engineering and the fire department. She noted that the applicant held a
24 neighborhood meeting in April of 2022 which had 12 people in attendance and 13 public
25 comments were received by the Council packet deadline with one additional comment that
26 came in after the deadline which had been placed on the dais. She shared the favorable
27 comments on the proposal as well as some of the concerns raised surrounding traffic and
28 increased building massing. She explained that the Planning Commission voted 4-2 in
29 favor of recommending approval, with the conditions, as noted.

30 Mayor Mouton invited the applicant to address the Council.

31 Matt Mithun, 465 Bovey Road, introduced Ryan Samsa, from ESG. Mr. Mithun
32 stated that it has been a pleasure working with both Planner Quarles and Community
33 Development Director Goellner over the last few years on this project. He shared a bit of
34 history of site and the area and noted that this project has gone through many iterations and
35 believes that both the utility and the aesthetics are going to be greatly enhanced with this
36 proposal. He explained that their plan modifies what is largely an automobile oriented use
37 to a much more pedestrian friendly mixed-use development and noted that the vast majority
38 of the parking will be underground. He stated that they feel this proposal will fill a housing
39 void in the City and will offer some less expensive units in downtown. He explained that
40 special attention was given to the public use of the site with the parks and greenspace that
41 he feels were designed to be used. He noted that the current site has no stormwater
42 management and this proposal has a very robust management plan and reiterated that he
43 feels the visual aspect of this project will be much better than what is currently there.
44 He reviewed the parking and traffic information and explained that they had tried to
45 incorporate affordable units onsite but the numbers just did not work, so they have

1 partnered with Interfaith Outreach and ODC and have purchased other buildings in an
2 alternate location.

3 Burt Coffin, ESG Architecture and Design, 500 Washington Avenue S,
4 Minneapolis, explained that this process has been an incredibly collaborative effort with
5 staff and feels all the input they have gotten has greatly improved the project. He gave a
6 more detailed overview of the parking approach and explained why they felt it was a
7 benefit. He noted that their plan reduces the surface parking to 75 spaces which is about
8 half of what is currently in place. He stated that the parking plaza will be landscaped and
9 partially concealed from the street by the bank. He stated that the Planning Commission
10 had a detailed conversation about the parking and noted that they feel there is
11 complementary uses for the shared parking. He reviewed details from their stormwater
12 management plans for an infiltration and flow control system. He reviewed renderings that
13 depict the building heights and design details.

14 Ryan Herm, Landscape Architect, Urban Ecosystems Landscape Architects, noted
15 that there are a number of trees that they would like to save, but there are also a lot of trees
16 that are unkempt, safety hazards, or species that they would not want to plant in the City.
17 He stated that along the south side their goal was to keep an ‘urban forest’ condition and
18 noted that they are planning to add 400 new trees on the site. He stated that they have
19 provided some options for the plaza on the east corner with the goal that this really be
20 something for the community. He showed a rendering of their hyper-pollinator meadow
21 that they are proposing and noted that they have done this same type of thing nearby at
22 Room and Board which has been very successful.

23 Mr. Buchanan asked if staff had seen any of the proposed building façade materials.
24 Mr. Samsa explained that they had provided a digital sample board of the material pallet
25 but not an actual sample. Mr. Buchanan stated that he feels an actual sample is important.

26 Mayor Mouton asked where the Council would have the opportunity to review
27 those materials. Ms. Quarles stated that the digital sample materials were included in the
28 packet.

29 Ms. Goellner suggested that the applicant could provide actual sample materials
30 and bring them to City Hall to allow for the Council to view the materials. She stated that
31 all of the materials they are proposing are permitted materials.

32 Mayor Mouton asked if the Council had any questions for staff on this proposal.

33 Ms. Iverson asked about the sidewalks and how much closer to the road the new
34 sidewalks were in comparison to the existing sidewalks. Ms. Quarles stated that she would
35 look up that information.

36 Ms. Iverson asked how residents would be able to determine what is a private
37 garden or park and to determine what would be public garden or park. Ms. Quarles stated
38 that this was part of the discussion with the applicant, particularly for the southern area
39 near the townhomes. She stated that they would like feedback from the Council on how
40 they felt this area would be perceived by the public.

41 Ms. Iverson stated that she thinks that it would appear to be part of the townhomes
42 and not a public space. She noted that she agreed with Councilmember Buchanan that the
43 City needs to see actual samples of the exterior materials. She asked if the rooftop
44 mechanicals are inside or on top of the building. Ms. Quarles stated that the applicant has
45 not provided that information but explained that one of the comments included from
46 Planning Consultant Eric Zweber was about this issue. She stated that the applicant has

1 committed to put the equipment into one of the recesses near the parking garage entrance
2 as well as on top of the building but had noted that any equipment on top of the building
3 would follow the City's design standards for screening.

4 Ms. Iverson stated that it would be nice to be able to see how large those units are
5 going to be if they are not inside the building. She asked about the building next to Maggie
6 Manor and whether there would be a retaining wall as large as what exists there today. Ms.
7 Quarles stated that the building face itself will essentially be the retaining wall.

8 Ms. Iverson asked how close the drive-up bank is to the road and if they were asking
9 for a variance of 10 feet rather than 20 feet. Ms. Quarles stated that the front yard setback
10 variance is for the residential building and explained that the bank building follows the
11 setback requirements.

12 Ms. Iverson asked how many rental buildings are currently in the City. She stated
13 that she would also like to know the shading effect that there will be on Superior Boulevard
14 with the height of these buildings and expressed concern about possible icing effects on
15 the sidewalks and what planting materials would be able to be used because of the shade.

16 Mr. Plechash asked about the benefits of granting a public easement for the south
17 side greenspace. Ms. Quarles stated that staff has not come to any particular conclusion on
18 that question and explained that the Planning Commission made a specific finding on the
19 southern greenspace but most of their discussion was surrounding the eastern portion. She
20 stated that staff feels that it could really go either way and the Council can decide if they
21 see this as counting towards park dedication in the form of an easement. She stated that if
22 the Council does not feel that this would be perceived as public space, then she would ask
23 them to keep that in mind when they are making their decision.

24 Mr. Plechash explained that he would like to know the benefits if the Council is
25 going to be asked to make this determination so they have the pros and cons. Ms. Goellner
26 stated that first and foremost they always look for opportunities to dedicate land for a City
27 park system because it has long term public benefits. She explained that the Parks
28 Department did not feel that full ownership of any of this land fit within their long term
29 plan for the City, so then they looked at what options would be good for the public to at
30 least have access to and find themselves using. She gave the example of the lawn area in
31 front of the Promenade which is perceived as a public space even though it is privately
32 owned. She stated that she can personally see the eastern portion being pretty publicly
33 accessible but feels the area in front of the townhomes may feel a bit more private. She
34 stated that they also look at fees and whether the Council would like the developer to
35 contribute funds to the City park system which is definitely an option to consider in this
36 situation.

37 Mr. Plechash stated that there was a visual in the presentation of a tree screen by
38 Maggie Manor and asked if it was a rendering or if it was an actual photograph. Ms. Quarles
39 explained that it was a photo that had the proposed building rendered into the background.

40 Mr. Plechash stated that he is fine, in general, with the request for a variance to
41 impervious surface, but noted that usually this request comes because the applicant needs
42 the variance in order to provide parking. He stated that in this case, they already have more
43 parking than they actually need and asked why they would need to have that much
44 impervious surface. He asked if they could turn some of it into greenspace and still meet
45 their parking needs. Mr. Mithun stated that Wells Fargo requires quite a bit of surface

1 parking, as well as the bank branch, so they are basically as low as they can go on surface
2 parking because of the office building and the bank branch requirements.

3 Ms. MacDonald stated in looking at the photograph for the gateway area, she asked
4 if the steps going up led to the public area. She asked staff to get more specific with what
5 the City would be gaining in the public realm. Ms. Goellner explained that the stairs are
6 stone stairs that lead to the east side for public seating. She stated that the applicant would
7 like to provide some public seating and some private seating, but have some sort of
8 partition between them in a welcoming manner as well as give visual cues that there is
9 separation of the two spaces without it being a fence or that would give the 'Keep Out'
10 kind of look. She stated that their plans are to use stones and tree plantings that would make
11 a person really have to traverse the area to go into it and would give a person the thought
12 that perhaps they don't really want to do it.

13 Ms. MacDonald stated that she thinks that sounds like it will be very confusing for
14 the public, similar to the front yard area of the townhomes. She asked if people would be
15 able to access the patio area from Wayzata Boulevard. Ms. Goellner stated that they would
16 be able to access the area so it may be used as a cut through, but because it is so close to
17 the sidewalk it may not be used that way very frequently.

18 Ms. MacDonald asked about the glazing design standard deviation and stated that
19 it appears as though they were suggesting vines and asked if that would just be a seasonal
20 approach to screening. She stated that she has a similar question for the ravine on the west
21 side. Ms. Quarles stated that the Planning Commission set a condition for the bank wall
22 was specifically about greenery, but is not sure if they gave it a lot of thought as to what it
23 would look like during the winter months.

24 Mr. Herm explained that the planting goal for all of this is that it will look beautiful
25 for all seasons. He stated that they are planning a mix of evergreens and deciduous
26 plantings. He stated that if the vines do go dormant in the winter, they will have to figure
27 out a way to screen in front of them in a gentle fashion, such as using evergreens. He stated
28 the details are yet to be determined, but assured the Council that they will keep their
29 concerns in mind.

30 Ms. MacDonald asked that they use a creative approach and perhaps even come up
31 with an architectural detail to address this issue. She asked about the height of Presbyterian
32 Homes and explained that she was trying to get any idea of scale of this project in
33 comparison. Ms. Quarles stated that she believes it is 60 feet from ground and noted that
34 they do not have the terracing effect.

35 Ms. MacDonald asked if the elevation of Presbyterian Homes is lower than this
36 project. Ms. Quarles stated that it definitely would be because they are built directly over
37 a swamp so it is as low as it gets. She stated that it is worth standing on the current site
38 today to see how you look out at Presbyterian Homes. She stated that if you are standing
39 at the top of the site, you essentially find yourself looking at the top of it.

40 Ms. MacDonald asked if the height of the three-story residential building would be
41 similar to that of Presbyterian Homes, for example, if you are standing on Superior. Ms.
42 Quarles answered that she did not know that answer and explained that part of the reason
43 that they tried to provide a significant amount of renderings was to try to guess at that
44 question. She stated that the tallest part of the residential building is the last portion as you
45 get closer to Wayzata Boulevard and from what she can tell it is pretty tough to see that if
46 you are standing on Superior.

1 Mayor Mouton asked about the requirements to protect the creek from infiltration
2 of construction materials or silt. Ms. Quarles stated that Public Works Director/City
3 Engineer Kelly has stated that there will be a standard erosion control plan in order to
4 mitigate the impact.

5 Mayor Mouton asked if this fed directly into the lake. Public Works Director/City
6 Engineer Kelly stated that the water that comes from this particular site runs south and into
7 the treatment pond adjacent to the Section Foreman house. He stated that the water
8 treatment plan that they have for the site he would consider pre-treatment and reiterated
9 that the site does not currently have any treatment.

10 Mayor Mouton clarified that she was more concerned about how the City was going
11 to mitigate these issues during the construction process. Mr. Kelly explained that the
12 applicant had not yet provided a construction erosion protection plan, but it will be one of
13 the requirements as part of the overall grading plan.

14 Mayor Mouton asked about the height of the buildings and noted that her
15 understanding was that the City has a specific ordinance in place that is based on amount
16 of acreage and this is not even remotely close to that yet. Mr. Schelzel explained that
17 Presbyterian Homes is a unique development in town and has a PUD which allowed the
18 height to be approved. He stated that this project is not a PUD which is why they either
19 need to comply or need the height variance for the residential parcel.

20 Mayor Mouton stressed the importance of a construction management plan that will
21 include parking of contractors, staging of trucks, and congestion on Wayzata and Superior
22 Boulevards. She asked about slide #16 of the developer's presentation which had a
23 rendering with trees along Superior and Wayzata Boulevard. She explained that it feels
24 pretty similar to what is in place today in terms of tree coverage. She asked if this rendering
25 depicted the existing trees and if not, what kind of age progression was used for this
26 rendering. Mr. Herm stated that they are planting the site extremely densely so in year 1 to
27 year 10, it will feel significant because a 3 inch caliper tree is still 20 feet tall. He stated
28 that means they also have to think about whether it will be too dense in 20-30 years, but in
29 this case, he thinks it will feel like a lot of new trees on day one. He noted that the rendering
30 photo Mayor Mouton referred to was depicting the new trees at 10-15 years of age.

31 Mayor Mouton stated that Superior Boulevard is getting busier and asked if there
32 would be signage indicating that there is a driveway or an entrance that will be there in
33 order to slow people down off the hill. She stated that she is a bit concerned about the
34 winter months with people make turns onto Superior and zipping down and encountering
35 a car waiting to turn. Mr. Kelly stated that the project is using an existing driveway location.
36 He noted that there will be a bit more traffic and stated that the City can look at this more
37 closely as things move along. He stated that he would be more concerned if the driveway
38 had moved a bit further to the south because it would truly be hidden. He noted that if
39 additional signage is needed, they can certainly put in a 'Blind Driveway' sign or
40 something similar.

41 Mayor Mouton asked what length they are looking at in terms of escrow for the tree
42 survivability. Ms. Goellner noted that she believes it was three years in the City code.

43 Mayor Mouton asked about the amount in escrow and if it would be relative to the
44 number of inches planted. Mr. Kelly confirmed that this was correct.

45 Mayor Mouton asked about parking for neighboring businesses. Mr. Mithun stated
46 that there may be some usage, for example, if the VFW is really hopping, but there is

1 nothing formal. He stated that he suspects that there will still be able to be the same
2 informal usage as currently exists.

3 Mayor Mouton asked about the linear feet for the design deviation. Ms. Goellner
4 stated on the apartment building, if there was no massing break, it would be about 319 feet
5 long. She explained that what they have done is broken it up into about 147 feet and 146
6 feet for each core and then in between the hallway that can be seen through is about 25 feet
7 long. She noted that they are requesting a design deviation for that because there is a
8 hallway and is not a complete break in the façade.

9 Mayor Mouton stated that there would be rooftop mechanicals that would be
10 appropriately screened and asked if that was for the building that requires a height deviation
11 and if that meant there would be additional height. Ms. Goellner noted that she does not
12 think that point had been specifically discussed and suggested that the applicant could give
13 more details. She stated that if there is a plan for this she would like to see those details
14 memorialized in a development agreement.

15 Mr. Coffin stated that for the bank building and the office building, the parapets are
16 tall enough that it will screen all of the mechanical equipment. He referenced a recessed
17 area on the residential building rooftop near the parking entry that they are hoping to use
18 as an area for the mechanical equipment. He stated that it is a bit early in the process for
19 them to be able to completely determine what the mechanical equipment will be, so there
20 may be areas on the roof that will need mechanicals. He stated that they would plan to work
21 closely with staff to ensure that it was adequately screened. He noted that he did not believe
22 that mechanical equipment would count towards the height of the building. Ms. Goellner
23 noted that they typically allow up to five feet for certain types of equipment, however, in
24 this case with the building already being over the height requirement, she would prefer that
25 it be included in the calculation for the height variance. She stated that she would ask them
26 to find a solution that does not make the building any taller than the proposed 51 feet. even
27 with mechanicals.

28 Ms. Goellner noted that staff has answers to a few of the questions that were raised
29 earlier in the discussion. She explained that the sidewalks are about in the same place as
30 they are right now and that the City holds tree escrow for three years depending on the
31 health of the tree.

32 Ms. Quarles stated that a question was raised about the number of rental buildings
33 in the City and from what she can tell there is currently 19 buildings which works out to at
34 least 350 units.

35 Mayor Mouton suggested that the Council discuss each parcel and the requests
36 individually.

37 Mr. Dahl stated that as part of their discussion, staff would also like Council to
38 provide insight on whether they prefer having more public easement type land on the
39 property or not.

40 Mr. Schelzel suggested that the Council may want to follow the ‘road map’ on page
41 109 of the Council packet to help with their discussion.

42 Ms. Iverson stated that she is not comfortable looking at this project by parcel
43 because she feels it needs to be looked at inclusively.

44 Ms. Schelzel stated that he would still suggest following the approach on page 109
45 because it will cover everything and feels that Councilmember Iverson would still have the
46 opportunity to express her concerns as they move through this discussion.

1 Mayor Mouton stated that she likes the idea of discussing things this way but noted
2 that in the end, the vote will end up being about the whole, inclusive project. She led
3 Council discussion about the Preliminary Plat for subdivision of property into 3 lots;
4 rezoning of 2 new lots; CUPs for bank drive-thru, swimming pool, and off-site parking;
5 variances for side yard setbacks, front yard setback, building height, and impervious
6 surface; and design standard deviation for reduced glazing and massing break. The Council
7 shared their support and concerns for each request and also shared different ideas for
8 making the appearance of the vault wall be more aesthetically appealing such as a mural,
9 year-long greenery, or trompe-l'oeil. The Council also urged the developer to consider
10 what kind of architectural elements can help break up the façade so it is not just solid brick
11 on the residential building with just a few recessed balconies and try to find ways to soften
12 the appearance and incorporate 'charm'.

13 There was Council consensus that while the developer was proposing beautiful
14 greenspaces, the Council felt they did not appear to be public spaces and would be in favor
15 of parkland dedication fees.

16 Mr. Plechash commended the Planning Commission, staff, and specifically Planner
17 Quarles for their work on this application, because he knows how much work has gone into
18 it.

19 Ms. Iverson expressed her overall concern for this concept. She stated that she feels
20 it is too dense with too much trying to happen in one space, does not meet the design
21 standards, nor did she feel there was anything charming about it. She expressed concern
22 about the color of the stone and explained that she wished that there had been a physical
23 sample available. She stated that she did not feel like the proposal felt like a 'gateway' to
24 a lake community because the design feels 'urban'. She stated that she also has concerns
25 about traffic going down Central Avenue South as construction begins. She stated that she
26 would like some thought to be put into how the City can mitigate additional pass-through
27 traffic.

28 Ms. Mouton asked staff to give an encapsulation of the additional conditions based
29 on the Council's discussion.

30 Ms. Goellner gave an overview of the resolution and the conditions, as discussed,
31 related to adding detail to the screening of the bank wall. She stated that the Council had
32 asked that it would provide year round screening, if vegetation was used, but also suggested
33 that there could be some architectural detail or public art. She stated that she would suggest
34 that the language state, 'as approved by staff'.

35 City Attorney Schelzel stated that as he looks at the way this has been articulated
36 the condition in the draft resolution, one of the conditions is for a Development Agreement
37 which will incorporate many of the things that the Council has been discussing this
38 evening. He stated that there are quite a few details that will need to be worked out between
39 staff and the applicant's team and noted that the language for this particular condition could
40 be changed to say 'update the plans' and not specifically refer to landscaping. He reiterated
41 that since there are a few options on the table, those could be presented with the
42 Development Agreement. He stated that he did not believe that the Council needed to mess
43 too much with the condition, as written because there will be enough guidance with the
44 minutes and when the Development Agreement is brought back for approval.

45 Ms. Goellner stated that she thinks the rest of the items discussed can also be
46 incorporated into the condition about the Development Agreement. She stated that another

1 point discussed was that any mechanical equipment needs to be no taller than what is
2 allowed by the variance and be fully screened. She stated that she thinks it is also important
3 to capture that the proposed pollinator meadow is very important to the plan even though
4 is not a Code required piece, but was an option that the Council found very attractive. She
5 stated that it is also important to note that the Council does not want to see fences around
6 the spaces in the front yard. She stated that she believes the direction from the Council is
7 that the greenspace areas will remain under private ownership and that a park dedication
8 fee be calculated. She noted that the City could give a reduction for the internal pedestrian
9 stairway connection and the swimming pool.

10 There was consensus of the Council to give a reduction for the internal pedestrian
11 stairway connection and the private swimming pool.

12 Ms. Iverson suggested a potential condition that there be a six foot tall chain link
13 fence by Maggie's Manor because sometimes the erosion controls do not help. She
14 explained that this would be an effort to keep any potential construction debris, parking, or
15 materials from going onto that site. She stated that she thinks it is a simple 'ask' that will
16 be successful.

17 Mayor Mouton asked if that could be something incorporated into the Construction
18 Management Plan rather than being a condition of approval tonight.

19 Ms. Iverson stated that would be fine as long as staff recognizes that it should be
20 included in the Construction Management Plan.

21 Mr. Schelzel stated that he would agree with this approach because there is a lot
22 that would need to be fleshed out in terms of details such as location and duration. He stated
23 that will also be part of the Development Agreement.

24 Ms. MacDonald stated that there was a request that staff and the applicant be very
25 thoughtful about the materials they end up using and asked if that was something that
26 should be included as a condition.

27 Mayor Mouton noted that is a good question because everything the applicant has
28 presented is within the Design Standards.

29 Ms. Goellner stated that all the proposed materials do meet the City's Design
30 Standards so anything the Council would request would be above and beyond the Code, so
31 it would need to be tied to a specific request and be made very clear why it was being
32 requested.

33 Mr. Schelzel stated that he believes the Council has expressed an interest in making
34 sure that the physical samples of the materials match what has been presented in digital
35 form and explained that staff can confirm that before the Development Agreement is
36 brought back. He stated that making this a condition of approval would be problematic in
37 several areas.

38
39 Mayor Mouton asked for a motion on the draft resolution. Mr. Plechash made a motion,
40 seconded by Mr. Buchanan, to Adopt Resolution No. 35-2022 Approving Preliminary Plat,
41 Rezoning, Conditional Use Permits, Variances and Design Deviations for 900 Wayzata
42 Boulevard East and Approve First Reading of Ordinance 814 to Amend the Official Zoning
43 Map of the City to Rezone Property at 900 Wayzata Boulevard East, with the additional
44 conditions articulated by Community Development Director Goellner. The motion carried
45 4/1 (Council Member Iverson opposed).
46

Mayor Mouton expressed her gratitude to Planner Quarles, Community Development Director Goellner, Public Works Director/City Engineer Kelly, the Planning Commission, City Attorney Schelzel, and the applicant for all their hard work on this proposal.

b. Consider Adoption of Resolution 30-2022 Approving Excess Reserve Transfers

Mr. Dahl noted that Councilmember Iverson had left the meeting at 10:39 p.m.

Administrative Services Director Yager gave an overview of the proposed excess reserve transfers based on discussion at a previous Council workshop meeting to be allocated to the Lakefront Fund and the Facilities and Infrastructure Fund.

Mayor Mouton asked for a motion on the application. Ms. MacDonald made a motion, seconded by Mr. Plechash, to Adopt Resolution No. 30-2022 Approving Excess Reserve Transfers. The motion carried 4/0.

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

a. Upcoming Events/Announcements

- July 21, 2022 will be the annual softball game between the Police and Fire Departments, following the Chamber appreciation picnic.
- July 27, 2022 there will be an Open House on the Panoway Plaza to unveil the updated designs and get feedback from the community.
- On August 2, 2022, there will be Night to Unite activities beginning with a luncheon at 11:30 a.m. and the various block parties around the City happening that evening.

b. Council Member Updates/Announcements

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

There were no comments.

AGENDA ITEM 11. Adjournment.

There being no further business, Mayor Mouton asked for a motion to adjourn. Mr. Plechash made a motion, seconded by Ms. MacDonald to adjourn. Mayor Mouton adjourned the meeting at 10:46 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

Drafted by Kayla Rokosz
TimeSaver Off Site Secretarial, Inc.

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
August 3, 2022**

4:00 p.m. Discussion of Proposals Received for Residential Assessing Services

Mayor Mouton called the meeting to order at 4:00 p.m. Council Members present in the community room at City Hall offices: Iverson, MacDonald, and Buchanan. Also present: City Manager Jeff Dahl, Administrative Services Director Aurora Yager, and Public Works Director/City Engineer Mike Kelly. Hennepin County Assessor Josh Hoogland and Steve McDonald, the City's Financial Consultant from AEM was also present.

City Manager Dahl provided background on the assessing contracts and noted the current contract was with Southwest Assessing for residential services. Mr. Dahl noted four options:

- 1) Create its own assessing department;
- 2) Contract with Hennepin County, which provides assessing services for most communities;
- 3) Contract with another community that provides assessing services;
- 4) Contract with one of a couple private firms that provides assessing services.

As the first option is cost prohibitive, this spring staff reached out to Hennepin County, Southwest Assessing, City of Minnetonka, and City of Edina to see if there was interest in providing residential assessing services (the City already has a multi-year contract with Hennepin County for commercial assessing services). The City received one proposal from Hennepin County.

Mr. Hoogland provided a brief presentation summarizing the County's proposal and introducing the Wayzata-based assessors. The Council asked questions pertaining to last year's valuation process. Mr. Hoogland said he would follow up with that information. The Council provided direction to move forward with a combined agreement for residential and commercial assessing services with Hennepin County.

4:30 p.m. Annual Review of Long-Term Financial Plan

Steve McDonald, the City's Financial Consultant, presented at the meeting to give an overview of this plan. He noted the long-term plans as a useful tool to anticipate and plan for future tax levies and tax rates, cash balances across funds, and future debt. The Long-Term Financial Plan was last reviewed in August of 2021 as part of the 2022 budget process. Assumptions regarding the impact of implementing the Long-Term Staffing Plan were first included in the 2020 Long-Term Plan to help contextualize how staffing changes would impact the City's finances in the future.

The Long-Term Financial Plan is meant to be a living planning document that can help contextualize the City's financial position and put the annual budget discussion in perspective. The Council acknowledged on some of the assumptions made in the plan and thanked staff and Mr. McDonald for thinking strategically.

5:00 p.m. Review of 2023 Preliminary General Fund Budget and Draft Fee Schedule

Ms. Yager provided background on the 2022 preliminary General Fund Budget as prepared by staff. The preliminary budget process commenced earlier this summer and has entailed several meetings with the City's leadership team. The development of the annual budget is a comprehensive process that includes input gathered from the entire City Council and staff during these budget work sessions. These discussions guide the creation of the preliminary budget document to be approved in September and ultimately the final budget to be approved by the City Council in December.

1
2 The overall projected levy increase is 18.28%. Major drivers of the increase (as noted on page 3 of the
3 budget memo) include: 1) Loss of revenues; 2) Inflationary increases in utilities; 3) Employee wage
4 increases; and 4) Adding Staff.

5 While the levy increase is projected to be 18.28%, the actual property tax impact on the median value
6 home (when values are held constant) would be a much lower increase of 12.9%, or \$270. The tax impact
7 is lower than the levy increase because overall growth in the city's tax base and the decertification of TIF
8 District #3 increased the taxable value the levy can be spread across.
9

10 Ms. Yager noted that larger levy increases are going to be more common in other communities next year
11 as well for many of the same reasons. Of cities surveyed so far, their levy increases are ranging from 5%
12 to 22%.
13

14 The Council reviewed the budget and discussed options to reduce it. Consensus from the Council was to
15 delay one of the additional Police Officer positions to mid-year 2023, delay the additional HR position to
16 2024, remove one city-wide training, and to remove expansion of the Portal outreach. The Council needed
17 more information on the full-time Fire Chief position and impact of reducing capital transfers before
18 making a decision on those line items.
19

20 To offset some of the inflation and budget increases, the overall fee schedule is proposed to increase by
21 5%, with a few exceptions and additions (as noted on page 10 of the budget memo). The Council directed
22 staff to consider more nuanced fee schedule changes rather than a blanket increase.
23

24 Based on the feedback at this workshop, staff will be updating the preliminary budget accordingly in
25 preparation for consideration at the September 6 City Council Meeting.
26

27 Next steps in the 2023 budget process are:

- 28 • August 16, 2022 - Council and Enterprise Staff Budget Workshop
- 29 • September 6, 2022 – Council adopts Preliminary General Fund Budget, Enterprise Budgets, and Fee
30 Schedule
- 31 • September 13, 2022 - Staff meeting to review Capital Improvement Plan (CIP)
- 32 • October 18, 2022 - Council and Staff CIP workshop
- 33 • October-November – Staff refines General Fund budget, Enterprise Fund Budgets and CIP as needed
- 34 • December 6, 2022 - Council adopts Final General Fund Budget, Enterprise Budgets, and CIP
35

36 The workshop meeting was adjourned at 6:45 p.m.
37

38 Respectfully submitted,
39

40 Kathy Leervig, City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
August 3, 2022

AGENDA ITEM 1. Call to Order.

Mayor Mouton called the meeting to order at 7:00 p.m. and shared the multiple options for joining remotely and submitting comments or questions.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Mouton, Buchanan, Iverson, and MacDonald. Also present: City Manager Dahl, Community Development Director Goellner, and City Attorney Schelzel.

Council Member absent: Plechash

Mayor Mouton noted earlier this evening, the City Council participated in a workshop. The following items were on the agenda:

- Discussion of Proposals Received for Residential Assessing Services
- Annual Review of Long-Term Financial Plan
- Review of 2023 Preliminary General Fund Budget and Draft Fee Schedule

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

Lindsey Bashoum, 461 Peavey Lane, expressed her disappointment that the elected officials have not upheld the core principals of the Comprehensive Plan. She cautioned the Council not to take the lack of participation as being in favor of ignoring the height and density guidelines and explained that she felt people were simply fed up and tired of fighting this never ending battle. She explained that a constant fight over the attempts to develop every square foot of space is exhausting. She stated that the Council was elected to safeguard the town and its rules and she feels this Council has let the residents down. She noted that she also questioned what precedents were being set by their actions.

Merrily Babcock, stated that she is here on behalf of the Parks and Trails Board to help promote the first of the Music in the Park events coming up on August 7, 2022. She stated that this the fifth year for this event and thanked the Council for their support in funding this event. She stated that the first band will be the West Wings Swing Band and reminded residents that these are free concerts that are open to the public.

Ms. MacDonald offered to have posters/flyers available in her store for the Music in the Park events.

Ms. Iverson expressed her appreciation to Ms. Babcock and the Parks and Trails Board for their hard work on this event.

1 Chris Hickman, 484 Highcroft Road, stated that he will be unable to attend the
2 meeting on August 16, 2022, but his colleagues will be here. He stated that they had started
3 the process in January on working to set up the Enterprise Fund. He stated that he feels it
4 has created transparency and also given them an idea of how profitable the lagoon has been
5 for the City. He expressed concern about the potentially delay in the dredging project and
6 the potential difficulty in getting boats out of the water with low levels. He noted that he
7 had written to the Council today with some details regarding measuring some of the depths
8 and stated that he thinks it needs to be taken care of in 2023 and explained that he felt the
9 City needs to set aside money for this purpose. He stated that they are asking that some
10 reserve funds be set aside in case they have to do some maintenance.

11 Mayor Mouton asked if dredging was originally intended to occur in 2023.

12 City Manager Dahl stated that he did not have that information in front of him but
13 knows that the Enterprise Fund budgets will be discussed on August 16, 2022. He noted
14 that typically the Council will go over the CIP sometime in October so projects can be
15 adjusted at that time, if necessary.

16
17 **AGENDA ITEM 6. New Agenda Items.**

18 There were no new agenda items discussed.

19
20 **AGENDA ITEM 7. Consent Agenda.**

21 Mayor Mouton read the items on the consent agenda and asked if any Council member
22 wished to pull an item for further discussion.

23 Ms. Iverson asked to make a statement on item c, the Wells Fargo development.
24 She read aloud a statement and noted that she wanted to recognize the developer and staff
25 for the time they have put into this project. She noted that she does have concerns with it
26 in relation to the 2040 Comprehensive Plan and felt that was not given significant weight
27 in deciding whether to approve the project, as proposed. She asked why the City had not
28 thoroughly discussed the overall design, massing, or density of the project and its impact
29 on the City. She stated that this project represents the gateway to the City and she feels it
30 falls short of meeting the key guiding principal of charm. She read aloud a portion of the
31 2040 Comprehensive Plan related to fostering charm and the small town character. She
32 stated that in her opinion, this project lacks charm and will set the standard for charm
33 moving forward. She asked the Council to consider whether they think that this building
34 represents charm and character for the City. She noted that she feels it is important for the
35 Council to evaluate all the projects that come before them using the same guiding principles
36 that the Comprehensive Plan clearly lays out. She stated that she has been involved in the
37 City for eleven years and in that time has never seen a project of this size approved without
38 any changes to the design, scaling, or massing. She stated that she is also struggling to find
39 a way to tell the residents about what the public benefits are of this project. She stated that
40 this project will be here long after this Council is gone and was baffled that there were no
41 conversations about design, massing or density. She stated that she believes the utmost
42 priority for the Council is to make the City charming. She reiterated that she felt the
43 Council has fallen down in their duties because they have failed to follow the guidance
44 from the 2040 Comprehensive Plan.

1 Hearing no additional requests, Mayor Mouton asked for a motion to approve the Consent
2 Agenda as presented. Mr. Buchanan made a motion, seconded by Ms. MacDonald, to
3 approve the consent agenda:

- 4 a. Approval of Check Register
- 5 b. Approval of Municipal Licenses
- 6 c. Approval of Second Reading and Adoption of Ordinance 814 Amending the
7 Official Zoning Map of the City to Rezone Property at 900 Wayzata Boulevard East
- 8 d. Adoption of Resolution 34-2022 Designating Deputy City Manager
- 9 e. Approval of Professional Services Agreement with WSB & Associates, Inc. for
10 Zoning Ordinance Update

11
12 The motion carried 3/1 (Ms. Iverson opposed).

13
14 Mayor Mouton stated that while she welcomed the comments made by Ms. Iverson, she
15 did not feel tonight was the appropriate time to share them. She stated that she felt Ms.
16 Iverson made some very good points but would have liked to hear them when the
17 application was before the Council. She stated that she thinks it was an unfair statement to
18 make that this Council was not willing to entertain discussion about many of the items
19 raised by Ms. Iverson, because they were discussed. She stated that if Ms. Iverson had
20 brought them forward for debate and discussion she would have found a Council that was
21 receptive to hearing her point of view, even if they were not in agreement with her. She
22 reiterated that she was disappointed that Ms. Iverson chose to make a statement at this
23 juncture that she felt the Council had not done its job. She stated that she felt the Council
24 did do their job and feels they are being cast in an unfair light given the work that staff and
25 Council have done to prepare for those meetings. She stated that she is disappointed in the
26 venue this was brought forward in and in the light that Ms. Iverson cast on the Council
27 because she feels it is unfair and an inaccurate representation of the work that has gone into
28 this project. She stated that she would be remiss if she did not mention that at the
29 conclusion of the vote at the last meeting, Ms. Iverson stormed out of the meeting and
30 neglected her duties as a Council Member to be in this seat regardless of how difficult a
31 conversation may be. She stated that by storming out she feels Ms. Iverson let down her
32 constituents because the expectation is that the Council will sit in these seats and have
33 open, frank, and sometimes tough conversations. She stated that for Ms. Iverson to come
34 back into the Council Chambers two weeks later and essentially shake her finger at the
35 Council, in her opinion, requires some personal reflection on Ms. Iverson's part. She stated
36 that Ms. Iverson was given the opportunity to share her point of view at the prior meeting,
37 which just ended up being in the minority that night. Mayor Mouton reiterated that she
38 appreciated Ms. Iverson for sharing her point of view, but noted that she respectfully
39 disagreed with her opinion.

40 Ms. Iverson stated that she would disagree with the statement that she was given
41 the opportunity to have an open discussion because she felt she tried and that it did not
42 happen. She stated that she had received feedback from multiple people regarding the
43 meeting. She explained that the decision for her to have this discussion and to put
44 something on paper did not come lightly. She stated that in all her years of service to the
45 City she has never seen anything work the way this process did. She explained that her
46 decision to walk out may not have been a professional decision, but it was a reflection of

1 her view of the Council continuing to dismiss her opinion and her design expertise on this
2 proposal. She encouraged anyone who may be watching tonight's meeting, to go back and
3 watch the other meeting so they can see the process and judge the situation for themselves.
4 She stated that apparently she and Mayor Mouton both have different views of what took
5 place at that meeting.

6 Mayor Mouton stated that she did not feel that there had been any time when anyone
7 at the dais had attempted to limit another Council Member's point of view. She feels there
8 is a level of professionalism that should be addressed in a separate forum. She noted that
9 she would agree that it appears as though she and Ms. Iverson are seeing how this process
10 played out in very different ways. She stated that if Ms. Iverson or others do not feel that
11 she gave her an adequate amount of time to speak, she would welcome having that
12 conversation and to try to understand how she could have handled it better. She stated that
13 it has never been her intention to not allow everyone the time address their point of view
14 equally on every issue. She stated that there is the opportunity at every Council meeting
15 for them to state their point of view and argue the merits and facts of the application. She
16 stated that she welcomes those comments during meetings, but also welcomes them
17 individually.

18
19 **AGENDA ITEM 8. New Business.**

20 **a. Consider Adoption of Codes of Conduct for Wayzata City Council, Boards,**
21 **and Commissions, and Public Meetings**

22 Mr. Dahl gave an overview of the conversations that began last fall regarding the overall
23 code of conduct for the various boards and commissions in the City to ensure public
24 meetings are safe, welcoming, and professional. He gave a brief overview of the process
25 staff had taken to draft the various Codes of Conduct. He asked if the Council had any
26 questions about any of the draft information.

27 Mr. Buchanan stated that he supports the idea of an official Code of Conduct. He
28 asked what the remedy would be for an infraction of the Codes.

29 Mr. Dahl explained that these documents are for the Council, Boards/Commissions,
30 and the public. He stated that if there is an issue with a member of the public, they may be
31 asked to leave, which is usually led by someone in a position of higher authority. He stated
32 that the Council Code of Conduct is designed for them to hold each other publicly
33 accountable. He explained that with Boards and Commissions there is more authority by
34 the Council because they appoint members to those groups so members could be removed
35 if they are not following the Code of Conduct. He reiterated that he expects this to be
36 something that only arises on very rare occasions but they felt it would be nice to have a
37 clear policy to ensure everyone knows what the expectations are and, if needed, they can
38 be held accountable.

39 Mayor Mouton confirmed that this has been presented to all Boards and
40 Commissions for their review.

41 Mr. Dahl stated that they have given the Boards and Commissions a chance to have
42 a courtesy review and noted that they did get a few helpful comments back on areas that
43 could be tweaked, which they did. He stated that this is also very important for staff
44 because it helps them do their job and be as effective and efficient as they can be.

45 Mayor Mouton thanked staff for their work on the multiple iterations of these
46 documents.

1
2 Mayor Mouton asked for a motion on the Codes of Conduct. Ms. MacDonald made a
3 motion, seconded by Mr. Buchanan, to Adopt the Codes of Conduct for Wayzata City
4 Council, Boards and Commission, and Public Meetings as presented. The motion carried
5 4/0.

6
7 **b. Consider Need of Emergency Moratorium and First Reading of Ordinance 815**
8 **Declaring a Temporary Moratorium on Edible Cannabinoid Products Derived**
9 **from Hemp within the City of Wayzata**

10 Mr. Dahl explained that staff had moved quickly to get this item on tonight's agenda due
11 to a new law enacted in July that allows certain edible and beverage products infused with
12 THC to be sold. He stated that staff felt it was likely that the State may come out with
13 additional guidelines or licensing in the future, so the idea behind this moratorium is to
14 give the City time to study the issue more closely and temporarily prohibit the sale and
15 manufacturing of THC products. He explained the reasoning behind the declaration of an
16 emergency moratorium in this instance.

17 City Attorney Schelzel gave an overview of the need and procedures for an
18 emergency declaration to approve this moratorium without having to wait for the usual two
19 readings of the ordinance.

20 Mayor Mouton commended the League of Minnesota Cities for the document that
21 they distributed with the frequently asked questions on this topic. She stated that this was
22 enacted on July 1, 2022 and asked what would happen in a situation where someone in
23 town had already begun selling these products.

24 Mr. Dahl stated that if they had begun, they would need to cease those sales.

25 Mayor Mouton asked about the repercussions if someone violates this moratorium.

26 Mr. Dahl stated that he believes it would be whatever is consistent with the penalties
27 within the Code of Ordinances.

28 Mr. Schelzel stated that a moratorium like this is based on the planning act and land
29 use so this is saying that you cannot engage in this kind of activity from a zoning
30 perspective and noted that part of what they will study and consider is licensing or some
31 type of regulation. He stated that penalties would be the same that they could exercise for
32 somebody engaging in an illegal activity under the zoning code.

33 Mr. Buchanan asked if the State comes up with regulations after the City approves
34 this how it will affect the emergency status and the moratorium.

35 Mr. Schelzel stated that the moratorium will stay in affect within the City for one
36 year unless the Council rescinds it. He stated that the emergency piece of the equation is
37 just that it will have immediate effect as opposed to two readings. He stated that there is
38 nothing in the moratorium that would preclude staff from coming to the Council with an
39 update if the State passes new regulations and believe the City could pass a local ordinance
40 that would be consistent with those regulations.

41
42 Mayor Mouton asked for a motion on the application. Ms. MacDonald made a motion,
43 seconded by Mr. Buchanan, to Approve the Preamble of Ordinance 815 Declaring That
44 There is an Emergency Need to Place a Moratorium on the Manufacture, Distribution,
45 and/or Sale of Edible Cannabinoid Products Derived from Hemp, and the Construction,

1 Development, or Operation of a Business or Facility Involving those Activities. The
2 motion carried 4/0.

3
4 Mr. Buchanan made a motion, seconded by Ms. MacDonald to Adopt Ordinance No. 815
5 Declaring a Temporary Moratorium on Edible Cannabinoid Products Derived from Hemp
6 within the City of Wayzata. The motion carried 4/0.

7
8 **AGENDA ITEM 9. City Manager's Report and Discussion Items.**

9 **a. Upcoming Events/Announcements**

- 10 • Acknowledged the passing of long time community member, Gail See, at the age
11 of 94 and gave a brief list of the many ways she was involved in the community
12 along with her exceptional work in literature/libraries/books.

13
14 **b. Council Member Updates/Announcements**

- 15 • Mayor Mouton noted the recent Fire Department/Police Department charity
16 softball game which is always a very fun community event. She stated that there
17 was also Night to Unite events held on August 2, 2022 and thanked everyone who
18 participated and helped put this event together.

19
20 **AGENDA ITEM 10. Public Forum Continued (if necessary).**

21 There were no comments.

22
23 **AGENDA ITEM 11. Adjournment.**

24 There being no further business, Mayor Mouton asked for a motion to adjourn. Ms.
25 MacDonald made a motion, seconded by Ms. Iverson to adjourn. Mayor Mouton
26 adjourned the meeting at 8:03 p.m.

27
28 Respectfully submitted,

29
30
31
32 Kathy Leervig
33 City Clerk

34
35 Drafted by Kayla Rokosz
36 *TimeSaver Off Site Secretarial, Inc.*



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of EFT's (Electronic Fund Transfers) and Checks for July and August 2022	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:

Staff recommends the approval of EFT's and checks.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. JULY & AUGUST EFT & CHECK LIST

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20300	DEPOSITS PAYABLE	BCA	BACKGROUND CHEC	7/25/2022	07/28/2022	33.25	124821
101-00000-20300	STREET CUT DEPOSIT REFUND	COMCAST CONSTRUCTION	STREET CUT DEPO	2021-00351	07/28/2022	1,132.00	124824
101-00000-20300	DEPOSITS PAYABLE	SOURCE GROUP LLC	STREET CUT DEPO	2021-00259	07/28/2022	1,132.00	124855
101-00000-20300	DEPOSITS PAYABLE	STREETER & ASSOCIATES	STREET CUT DEPO	2021-00665	07/28/2022	1,192.00	124856
101-00000-21707	PD UNION DUES	LAW ENFORCEMENT LABOR S	PD DUES	JULY 2022	07/28/2022	585.00	124840
101-00000-21709	PW Union dues	AFSCME COUNCIL	PW DUES	JULY 2022	07/29/2022	788.40	1986
101-00000-21715	PERA TERM LIFE	MN NCPERS LIFE INSURANC	LIFE INS.	830800082022	07/28/2022	32.00	124844
101-00000-21721	FLEX PLAN	GOELLNER, EMILY	DEPENDENT CARE	7/21/2022	07/28/2022	1,250.00	124832
101-00000-21721	FLEX PLAN	HEIDER, NICK	DEPENDENT CARE	JULY 2022	07/28/2022	308.00	124835
Total Department 00000 ALL DEPARTMENTS						6,452.65	
Department: 41100 Mayor and Council							
101-41100-00302	Consultants	TIME SAVER	MEETING MINUTES	M27516	08/10/2022	679.88	124979
101-41100-00499	MISCELLANEOUS	MOUTON, JOHANNA	OVER SEAS PHONE	JULY 2022	07/28/2022	80.00	124845
Total Department 41100 Mayor and Council						759.88	
Department: 41500 Administration & Finance							
101-41500-00200	SUPPLIES	OFFICE DEPOT	SUPPLIES	254677530001	07/28/2022	61.61	124846
101-41500-00200	SUPPLIES	OFFICE DEPOT	SUPPLIES	254678303001	07/28/2022	26.38	124846
101-41500-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	SUPPLIES	255001662001	08/10/2022	100.25	124972
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	CREDIT MEMO	19KK-PNFG-N64N	08/10/2022	(31.89)	124941
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	SUPPLIES	1QFH-KR6J-1N31	08/10/2022	12.99	124941
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	SUPPLIES	1YQW-QHDL-FNWN	08/10/2022	15.78	124941
101-41500-00301	FINANCE MGMT SERVICES	ABDO FINANCIAL SOLUTION	FINANCE MGMT SE	460284	08/10/2022	4,083.33	124938
101-41500-00306	WELLNESS PROGRAM YOGA	THE CAVE MN	WELLNESS PROGRA	2	08/10/2022	240.00	124978
101-41500-00311	NETWORK SUPPORT	LOFFLER COMPANIES, INC.	NETWORK SUPPORT	4103975	08/10/2022	4,905.00	124963
101-41500-00331	ICMA CONFERENCE MCMA DINNER	LEAGUE OF MN.CITIES	MCMA DINNER AT	365458	08/10/2022	55.00	124961
101-41500-00350	PRINTING & PUBLISHING	ECM PUBLISHERS, INC.	ELECTION NOTICE	904079	08/10/2022	110.70	124950
101-41500-00404	COPIER MAINT.	MARCO	COPIER MAINT.	10175316	08/03/2022	791.43	124928
101-41500-00433	Dues, Licensing & Seminars	HENNEPIN COUNTY TAX SER	SPECIAL ASSESSM	0722-99	07/28/2022	117.50	124837
101-41500-00433	Dues, Licensing & Seminars	LEAGUE OF MN.CITIES	MCMA DINNER AT	365423	08/10/2022	55.00	124960
Total Department 41500 Administration & Finance						10,543.08	
Department: 41940 Building Operations & Maint.							
101-41940-00210	BLDG.SUPPLIES	SUPPLY SOLUTIONS LLC	BLDG.SUPPLIES	37870	07/28/2022	36.13	124858
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	012095	08/03/2022	23.77	124920
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	12166	08/03/2022	8.59	124920
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	12182	08/10/2022	9.58	124953
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	12184	08/10/2022	17.98	124953
101-41940-00210	OPERATING SUPPLIES (GENERAL)	HOME DEPOT	SUPPLIES	6035322005264332JUL	08/10/2022	412.75	124958
101-41940-00321	SERVICE	POPP TELECOM	PHONE SERVICE	JULY 2022	07/28/2022	34.48	124848
101-41940-00321	TELEPHONE	AT&T - FIRSTNET	PHONE BILL	287298458522x080320	08/10/2022	388.16	124943
101-41940-00321	SERVICE	MEDIACOM	SERVICE	8384921510091792JUL	08/10/2022	279.95	124966
101-41940-00321	SERVICE	MEDIACOM	SERVICE	8384921620090981JUL	08/10/2022	49.09	124967
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	7,532.33	124982
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	13.02	124982
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	AUG 2022	08/10/2022	556.21	124944
101-41940-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	AUG 2022	08/10/2022	11.11	124944
101-41940-00386	CH/PW	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	782.19	124975
101-41940-00401	REPAIRS/MAINT BUILDINGS	SCHERER BROS. LUMBER CO	CITY HALL WINDO	573949	07/28/2022	319.20	124851

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 41940 Building Operations & Maint.							
101-41940-00404	Repairs/Maint Buildings	AIRTECH	GARAGE BAY A/C	43653	08/10/2022	397.50	124940
101-41940-00499	SUPPLIES	CULLIGAN-BOTTLED WATER	SUPPLIES	2752236	08/10/2022	97.14	124947
Total Department 41940 Building Operations & Maint.						10,969.18	
Department: 42100 Police							
101-42100-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	SUPPLIES	17QG-GXRF-JYT-	08/10/2022	84.98	124941
101-42100-00210	OPERATING SUPPLIES (GENERAL)	SEELAND, ANDERS	K-9 SUPPLIES	7/23/2022	07/28/2022	250.65	124852
101-42100-00217	PD UNIFORM	STREICHER'S	PD UNIFORMS	11579250	07/28/2022	86.98	124857
101-42100-00217	PD UNIFORM	STREICHER'S	PD UNIFORMS	11579473	07/28/2022	33.98	124857
Total Department 42100 Police						456.59	
Department: 42120 Crime Control and Investigate							
101-42120-00304	LEGAL SERVICES	JEFFREY W. LAMBERT, P.A	LEGAL SERVICES	7/25/2022	07/28/2022	3,439.50	124838
Total Department 42120 Crime Control and Investigate						3,439.50	
Department: 42200 Fire							
101-42200-00210	OPERATING SUPPLIES (GENERAL)	BOUND TREE MEDICAL, LLC	FD SUPPLIES	84585389	07/28/2022	99.70	124822
101-42200-00210	OPERATING SUPPLIES (GENERAL)	DEHMER FIRE PROTECTION	FD SUPPLIES	02931	07/28/2022	69.25	124827
101-42200-00217	Uniforms	CLAREY'S SAFETY EQUIPME	FD UNIFORMS	200924	08/03/2022	1,440.00	124915
101-42200-00217	UNIFORMS	ASPEN MILLS	FD UNIFORMS	296597	07/28/2022	318.80	124818
101-42200-00217	UNIFORMS	ASPEN MILLS	FD UNIFORMS	297361	07/28/2022	9.85	124818
101-42200-00240	SMALL TOOLS AND MINOR EQUIP	GOPHER ACE TRU VALUE	FD SUPPLIES	12042	07/28/2022	33.99	124833
101-42200-00306	Personnel Expense	MED COMPASS	FD EXAMS	41628	08/10/2022	165.00	124964
101-42200-00323	FD RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	REPLACEMENT CK	REPLACEMENT CK	07/28/2022	1,987.15	124836
101-42200-00323	FD RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	FD RADIO SERVICE	1000189000	07/28/2022	1,987.15	124836
101-42200-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	1,704.32	124982
101-42200-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	AUG 2022	08/10/2022	82.22	124944
101-42200-00404	REPAIRS/MAINT - MACHIN/EQUIP	TRANSPORT GRAPHICS	FD REPAIRS	EM-140262	07/28/2022	968.84	124859
101-42200-00499	MISCELLANEOUS	BANK OF AMERICA	FD SUPPLIES	07/04/2022	07/28/2022	492.95	124820
Total Department 42200 Fire						9,359.22	
Department: 43100 Streets							
101-43100-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	STREETS SUPPLIE	11975	07/28/2022	34.99	124833
101-43100-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	12055	08/03/2022	17.98	124920
101-43100-00210	Operating Supplies (GENERAL)	OSI BATTERIES	PARTS	35847	08/10/2022	146.42	124973
101-43100-00210	OPERATING SUPPLIES (GENERAL)	PIRTEK	SHOP SUPPLIES	PL-T00011834	08/10/2022	132.67	124974
101-43100-00226	PAINT	ADVANCE AUTO PARTS	PARTS	15077-185976	08/10/2022	82.00	124939
101-43100-00226	STREET PAINTING MATERIALS	DIAMOND VOGEL PAINTS	GLASS BEADS	802222730	08/10/2022	213.00	124949
101-43100-00226	SIGN REPAIR MATERIALS	HOME DEPOT	SUPPLIES	6035322005264332JUL	08/10/2022	287.70	124958
101-43100-00241	KUSSKE - BOOTS	CHET'S SHOES, INC	WORK BOOTS	21734	08/10/2022	200.00	124945
101-43100-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	REPLACEMENT CK	REPLACEMENT CK	07/28/2022	308.88	124836
101-43100-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000189787	08/10/2022	308.88	124956
101-43100-00499	MISCELLANEOUS PARTS	GOPHER ACE TRU VALUE	PARTS	12201	08/10/2022	2.24	124953
Total Department 43100 Streets						1,734.76	
Department: 45200 Parks							
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	PARKS SUPPLIES	12035	07/28/2022	7.98	124833
101-45200-00210	OPERATING SUPPLIES (GENERAL)	SITEONE LANDSCAPE SUPPL	SUPPLIES	121551002.001	07/28/2022	111.51	124854
101-45200-00210	OPERATING SUPPLIES (GENERAL)	SUPPLY SOLUTIONS LLC	SUPPLIES	37881	08/03/2022	169.55	124933
101-45200-00210	RESTROOM SUPPLIES	SUPPLY SOLUTIONS LLC	SUPPLIES	37886	08/03/2022	72.25	124933
101-45200-00210	Operating Supplies (GENERAL)	OSI BATTERIES	PARTS	35847	08/10/2022	146.42	124973

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 45200 Parks							
101-45200-00210	OPERATING SUPPLIES (GENERAL)	SITEONE LANDSCAPE SUPPL	PARTS	122138569-001	08/10/2022	10.21	124977
101-45200-00216	CHEMICALS AND CHEM PRODUCTS	OTTEN BROTHERS	CHEMICALS	1-1721371	07/28/2022	26.99	124847
101-45200-00216	CHEMICALS AND CHEM PRODUCTS	REINDERS	CHEMICALS	3089367-00	07/28/2022	150.00	124850
101-45200-00216	CHEMICALS AND CHEM PRODUCTS	SITEONE LANDSCAPE SUPPL	CREDIT	ON ACCT 856111	07/28/2022	(355.33)	124854
101-45200-00216	CHEMICALS AND CHEM PRODUCTS	SITEONE LANDSCAPE SUPPL	CHEMICALS	121151598-001	07/28/2022	82.38	124854
101-45200-00216	CHEMICALS AND CHEM PRODUCTS	SITEONE LANDSCAPE SUPPL	CHEMICALS	121609412-001	07/28/2022	113.18	124854
101-45200-00222	REPAIR & MAINT - EQUIP	M-B COMPANIES INC.	TRACTOR PARTS	266191	08/03/2022	270.18	124926
101-45200-00240	PARTS	GOPHER ACE TRU VALUE	PARTS	12190	08/10/2022	20.75	124953
101-45200-00309	CONTRACTUAL SERVICES - MUSIC IN T	WESTWIND SWING BAND	MUSIC IN THE PA	WAYZATA 8-7-23	08/10/2022	600.00	124981
101-45200-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	REPLACEMENT CK	REPLACEMENT CK	07/28/2022	296.02	124836
101-45200-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000189787	08/10/2022	296.02	124956
101-45200-00415	PARKS SERVICE	JIMMY'S JOHNNYS	SERVICE	206705	08/10/2022	420.00	124959
101-45200-00499	MISCELLANEOUS	BABCOCK, MERRILY	MUSIC IN THE PA	7/19/2022	07/28/2022	68.30	124819
101-45200-00499	MISCELLANEOUS	UPS STORE	MUSIC IN THE PA	7/21/2022	07/28/2022	137.70	124860
Total Department 45200 Parks						2,644.11	
Department: 45203 Boulevard Maint. And lighting							
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	1,011.43	124982
Total Department 45203 Boulevard Maint. And lighting						1,011.43	
Department: 49200 Miscellaneous Allocations							
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23449657	07/28/2022	398.54	124842
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	23449726	07/28/2022	2,040.90	124842
101-49200-00212	Motor Fuels	MANSFIELD OIL COMPANY	FUEL	23466686	08/03/2022	2,006.42	124927
Total Department 49200 Miscellaneous Allocations						4,445.86	
Total Fund 101 GENERAL FUND						51,816.26	
Fund: 233 LAKFRONT IMPROVE							
Department: 40000 General Department							
233-40000-00302	Consultants	LOCKRIDGE GRINDAL NAUEN	LOBBYIST	JULY 2022	08/10/2022	3,333.33	124962
233-40000-00302-2022-2	SECTION FOREMAN HOUSE	NEW HISTORY	SFH	3378	08/03/2022	2,093.75	124931
Total Department 40000 General Department						5,427.08	
Total Fund 233 LAKFRONT IMPROVE						5,427.08	
Fund: 235 CABLE TV							
Department: 40000 General Department							
235-40000-00302	WCTV	MILLER, FRED	CABLE TV PRODUC	0210333	08/03/2022	1,900.00	124929
235-40000-00309	CONTRACTUAL SERVICES	MILLER, FRED	CABLE TV PRODUC	0210333	08/03/2022	600.00	124929
235-40000-00540	Equipment	CABLECAST COMMUNITY MED	ANNUAL SOFTWARE	Q-07919	08/03/2022	3,000.00	124914
Total Department 40000 General Department						5,500.00	
Total Fund 235 CABLE TV						5,500.00	
Fund: 238 SELF INSURANCE							
Department: 40000 General Department							
238-40000-00404	REPAIRS/MAINT - MACHIN/EQUIP	WAYZATA AUTO BODY	BUILDING OFFICI	863258	08/10/2022	9,045.54	124980
Total Department 40000 General Department						9,045.54	
Total Fund 238 SELF INSURANCE						9,045.54	
Fund: 305 DOWNTOWN TIF DISTRICT 6							

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 305 DOWNTOWN TIF DISTRICT 6							
Department: 40000 General Department							
305-40000-00302	2022 TIF CASHFLOW	ABDO FINANCIAL SOLUTION	TIF CASHFLOW	460287	08/10/2022	2,500.00	124938
305-40000-00302	CONTINUING DISCLOSURE REPORT	EHLERS	CONTINUING DISC	90739	08/10/2022	1,358.33	124951
305-40000-00304	LEGAL FEES	DORSEY & WHITNEY LLP	TIF 6 - HUGHES	3800613	07/28/2022	427.50	124828
Total Department 40000 General Department						4,285.83	
Total Fund 305 DOWNTOWN TIF DISTRICT 6						4,285.83	
Fund: 314 WIDSTEN							
Department: 40000 General Department							
314-40000-00302	2022 TIF CASHFLOW	ABDO FINANCIAL SOLUTION	TIF CASHFLOW	460287	08/10/2022	2,500.00	124938
314-40000-00302	CONTINUING DISCLOSURE REPORT	EHLERS	CONTINUING DISC	90739	08/10/2022	1,358.34	124951
Total Department 40000 General Department						3,858.34	
Total Fund 314 WIDSTEN						3,858.34	
Fund: 316 BAY CENTER							
Department: 00000 ALL DEPARTMENTS							
316-00000-20200	NOTE PAYABLE	WAYZATA BAY SENIOR HOUS	TIF PAYMENT #1	TIF PAYMENT #1 2022	08/03/2022	1,069,222.78	124936
Total Department 00000 ALL DEPARTMENTS						1,069,222.78	
Department: 40000 General Department							
316-40000-00302	2022 TIF CASHFLOW	ABDO FINANCIAL SOLUTION	TIF CASHFLOW	460287	08/10/2022	2,500.00	124938
316-40000-00302	CONTINUING DISCLOSURE REPORT	EHLERS	CONTINUING DISC	90739	08/10/2022	1,358.33	124951
Total Department 40000 General Department						3,858.33	
Total Fund 316 BAY CENTER						1,073,081.11	
Fund: 401 PERM IMPROVEMENT							
Department: 40000 General Department							
401-40000-00309	PARKING RAMP REPAIR	GOPHER ACE TRU VALUE	SUPPLIES	12227	08/10/2022	28.24	124953
401-40000-00309	PARKING RAMP REPAIR	SIGNS NOW	PARKING RAMP CL	I-38656	08/10/2022	75.00	124976
401-40000-00499	MISCELLANEOUS	GOPHER ACE TRU VALUE	PARKING RAMP PA	11941	07/28/2022	4.78	124833
401-40000-00499	MILL STREET RAMP REPAIRS	INDELCO PLASTICS CORP	PARTS	340887	08/03/2022	288.70	124922
401-40000-00499	PARKING RAMP REPAIR	GOPHER ACE TRU VALUE	PARTS	12054	08/03/2022	6.84	124920
Total Department 40000 General Department						403.56	
Total Fund 401 PERM IMPROVEMENT						403.56	
Fund: 404 PARK AND TRAIL CIP							
Department: 40000 General Department							
404-40000-00220	MARINA MAINTENANCE	UPS STORE	DOGGIES FOUNTAI	07/19/2022	08/03/2022	56.61	124934
404-40000-00220	IRRIGATION REPAIR	SITEONE LANDSCAPE SUPPL	PARTS	121551002-001	08/03/2022	111.51	124932
404-40000-00309	CONTRACTUAL SERVICES	LAKE RESTORATION INC.	WEED CONTROL	027024	07/28/2022	840.00	124839
404-40000-00309	VEGETATION MANAGEMENT	PRAIRIE RESTORATIONS, I	PRAIRIE MAINT.	33628	07/28/2022	250.00	124849
404-40000-00309	VEGETATION MANAGEMENT	PRAIRIE RESTORATIONS, I	PRAIRIE MAINT.	33630	07/28/2022	260.00	124849
404-40000-00309	CONTRACTUAL SERVICES	SITEONE LANDSCAPE SUPPL	BEACH PLAYGROUN	121435382-001	07/28/2022	183.81	124854
404-40000-00309	CONTRACTUAL SERVICES	SITEONE LANDSCAPE SUPPL	BEACH PLAYGROUN	121449228-001	07/28/2022	178.53	124854
404-40000-00309	WEED CONTROL	LAKE RESTORATION INC.	WEED TREATMENT	027025	08/03/2022	1,060.40	124924
Total Department 40000 General Department						2,940.86	
Total Fund 404 PARK AND TRAIL CIP						2,940.86	
Fund: 408 GENERAL CIP							

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 408 GENERAL CIP							
Department: 40000 General Department							
408-40000-00302	CONSULTANTS	FRSECURE LLC	CYBER SECURITY	FR-12562	07/28/2022	6,250.00	124831
408-40000-00302	CONSULTANTS	FRSECURE LLC	CYBER SECURITY	FR-13078	07/28/2022	6,250.00	124831
408-40000-00309	CONTRACTUAL SERVICES	CREATE CONSTRUCTION	2021 SIDEWALK R	73250	07/28/2022	1,305.00	124826
Total Department 40000 General Department						13,805.00	
Total Fund 408 GENERAL CIP						13,805.00	
Fund: 409 EQUIP REVOLVING							
Department: 40000 General Department							
409-40000-00540	EQUIPMENT	LOFFLER COMPANIES, INC.	SURFACE DOCKING	4094476	07/28/2022	519.98	124841
409-40000-00540	EQUIPMENT	BS&A SOFTWARE	ACCOUNTING SOFT	143038	07/28/2022	11,745.00	124823
409-40000-00540	EQUIPMENT	BS&A SOFTWARE	HOSTING FEE - T	138390-1	07/28/2022	1,200.00	124823
409-40000-00540	PW RADIOS	HENN.CNTY.INFO.TECH.DEP	REPLACEMENT CK	REPLACEMENT CK	07/28/2022	786.89	124836
409-40000-00540	SWITCH PROJECT	LOFFLER COMPANIES, INC.	SWITCH PROJECT	CW139563	08/03/2022	396.35	124925
409-40000-00540	NETWORK SWITCH PROJECT	CONVERGINT TECHNOLOGIES	SECURITY CAMERA	00025957	08/10/2022	108.15	124946
409-40000-00540	PW RADIOS	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000189787	08/10/2022	786.89	124956
Total Department 40000 General Department						15,543.26	
Total Fund 409 EQUIP REVOLVING						15,543.26	
Fund: 430 STREET CIP							
Department: 40000 General Department							
430-40000-00302	2022 STREET PROJECT	WSB & ASSOCIATES	CENTRAL & LAKE	R-019716-000-4	08/03/2022	1,622.50	124937
430-40000-00309	CONTRACTUAL SERVICES	CORE & MAIN	2022 STREETS	R235662	07/28/2022	394.12	124825
430-40000-00309	CONTRACTUAL SERVICES	ESS BROTHERS & SONS INC	2022 STREETS	CC4813	07/28/2022	594.00	124830
430-40000-00309	2022 STREET PROJECT	COUNTY MATERIALS CORPOR	PARTS	3788310-00	08/03/2022	2,650.00	124917
430-40000-00499	2002 STREETS - CB PARTS	ESS BROTHERS & SONS INC	PARTS	CC5762	08/10/2022	605.00	124952
Total Department 40000 General Department						5,865.62	
Total Fund 430 STREET CIP						5,865.62	
Fund: 437 LIBRARY/COMM.ROOM CIP							
Department: 40000 General Department							
437-40000-00404	REPAIRS/MAINT - MACHIN/EQUIP	AIRTECH	LIBRARY MAINT	12754	08/03/2022	1,500.00	124913
437-40000-00404	REPAIRS/MAINT - FILTERS	AIRTECH	LIBRARY MAINT.	43317	08/10/2022	201.07	124940
Total Department 40000 General Department						1,701.07	
Total Fund 437 LIBRARY/COMM.ROOM CIP						1,701.07	
Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00210	Operating Supplies (GENERAL)	USA BLUE BOOK	LOCATING SUPPLI	053576	08/03/2022	108.35	124935
610-40000-00210	Operating Supplies (GENERAL)	OSI BATTERIES	PARTS	35847	08/10/2022	146.42	124973
610-40000-00216	CHEMICALS	HAWKINS, INC	WATER CHEMICALS	6238193	07/28/2022	40.00	124834
610-40000-00216	WTP CHEMICALS	HAWKINS, INC	CHEMICALS	6248672	08/10/2022	4,828.51	124955
610-40000-00225	REPAIR & MAINT - SYSTEM	ESS BROTHERS & SONS INC	PARTS	CC5215	07/28/2022	88.00	124830
610-40000-00225	REPAIR & MAINT - SYSTEM	GOPHER ACE TRU VALUE	WATER DEPT SUPP	11929	07/28/2022	71.32	124833
610-40000-00225	Maint/Replac - System	FERGUSON WATERWORKS #25	PARTS	0498091	08/03/2022	19.35	124919
610-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	2070831	08/10/2022	97.20	124954
610-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	REPLACEMENT CK	REPLACEMENT CK	07/28/2022	109.39	124836
610-40000-00323	SERVICE	POPP TELECOM	PHONE SERVICE	JULY 2022	07/28/2022	91.83	124848
610-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000189787	08/10/2022	109.39	124956

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	10,769.89	124982
610-40000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	AUG 2022	08/10/2022	25.29	124944
610-40000-00405	MAINT/REPLAC - SYSTEM	SHERWIN-WILLIAMS CO.	PAINT	8260-3	07/28/2022	153.39	124853
610-40000-00405	MAINT/REPLAC - SYSTEM	HACH COMPANY	PARTS	13154130	08/03/2022	313.03	124921
610-40000-00405	GV REPAIRS	ESS BROTHERS & SONS INC	PARTS	CC5815	08/10/2022	1,116.50	124952
Total Department 40000 General Department						18,087.86	
Department: 49100 Capital							
610-49100-00499	WATER PLANT SERVICE	MEDIACOM	WP SERVICE	JULY 2022	08/10/2022	1,620.00	124965
Total Department 49100 Capital						1,620.00	
Total Fund 610 WATER FUND						19,707.86	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00210	OPERATING SUPPLIES (GENERAL)	USA BLUE BOOK	LOCATING SUPPLI	053576	08/03/2022	108.35	124935
620-40000-00210	Operating Supplies (GENERAL)	OSI BATTERIES	PARTS	35847	08/10/2022	146.42	124973
620-40000-00210	OPERATING SUPPLIES (GENERAL)	MENARD'S	SUPPLIES	2632776	08/10/2022	129.54	124968
620-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	2070831	08/10/2022	97.20	124954
620-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	REPLACEMENT CK	REPLACEMENT CK	07/28/2022	109.39	124836
620-40000-00323	SERVICE	POPP TELECOM	PHONE SERVICE	JULY 2022	07/28/2022	372.68	124848
620-40000-00323	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIOS	1000189787	08/10/2022	109.39	124956
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	1,722.27	124982
620-40000-00386	SEWER SERVICE	METROPOLITAN COUNCIL	WASTE WATER SER	0001143846	08/10/2022	40,557.82	124969
620-40000-00405	MAINT/REPLAC - SYSTEM	GOPHER ACE TRU VALUE	LIFT STATION SU	12038	07/28/2022	4.50	124833
620-40000-00409	MAINT SERVICES & IMPROV	JEFF'S S.O.S. DRAIN & S	SECTION FOREMAN	92290	08/03/2022	517.50	124923
Total Department 40000 General Department						43,875.06	
Department: 49100 Capital							
620-49100-00309	REPAIR/UPGRADE OF SEWER LINES	FERGUSON ENTERPRISES, I	WATER PARTS	9446771	08/03/2022	286.26	124918
620-49100-00405	REPAIR/UPGRADE OF SEWER LINES	CORE & MAIN	PARTS	R280759	08/03/2022	1,226.38	124916
Total Department 49100 Capital						1,512.64	
Total Fund 620 SEWER FUND						45,387.70	
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	MV EFT	07/28/2022	07/28/2022	193,742.06	1984
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	MV EFT	07/26/2022	07/29/2022	199,484.04	1983
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	MV EFT	7/27/2022	07/29/2022	124,162.19	1983
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	MV EFT	07/29/2022	07/29/2022	23,538.00	1985
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	MV STATE EFT	MV 08/02/2022	08/05/2022	245,283.65	1994
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	MV 08/01/2022	08/05/2022	300,295.67	1993
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	MV STATE EFT	MV 08/03/2022	08/05/2022	165,023.09	1995
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE MV EFT	MV 08/04/2022	08/05/2022	214,864.40	1996
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	08/05/2022	08/05/2022	11,981.43	1997
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	07/29/2022 EFT	07/29/2022	9,498.87	1982
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	07292022 DNR	07/29/2022	25.00	1982
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	7/22/2022	07/29/2022	1,790.40	1987
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	7/22/2022 -1	07/29/2022	85.00	1988
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	MV 08/05/2022	08/05/2022	1,087.50	1991

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	MV DNR 08/05/2022	08/05/2022	73.50	1992
Total Department 00000 ALL DEPARTMENTS						1,490,934.80	
Department: 40000 General Department							
630-40000-00433	Dues, Licensing & Seminars	MDRA	2022 ANNUAL MEE 2022		07/28/2022	40.00	124843
Total Department 40000 General Department						40.00	
Total Fund 630 MOTOR VEHICLE						1,490,974.80	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL	08/01/2022	08/02/2022	9,000.00	124871
Total Department 00000 ALL DEPARTMENTS						9,000.00	
Department: 47000 off-Sale							
640-47000-00210	SUPPLIES	TRUE BRANDS	MISC.MDSE	1084909	08/02/2022	138.00	124905
640-47000-00210	SUPPLIES	VAN PAPER COMPANY	REGISTER TAPE	004008	08/02/2022	161.36	124907
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR	0095671800	08/02/2022	786.00	124865
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR	0095790800	08/02/2022	2,654.20	124865
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR	344864085	08/02/2022	1,936.28	124869
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR	344950180	08/02/2022	233.25	124869
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR	344950181	08/02/2022	5,420.44	124869
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2088934	08/02/2022	378.75	124881
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2090931	08/02/2022	8,035.70	124881
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2095530	08/02/2022	1,786.18	124881
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2097892	08/02/2022	439.00	124881
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2100341	08/02/2022	4,348.33	124881
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	806307	08/02/2022	480.00	124887
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6425184	08/02/2022	2,862.75	124894
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6428505	08/02/2022	295.00	124894
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6432159	08/02/2022	582.89	124894
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2185067CM	08/02/2022	(116.95)	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2208212CM	08/02/2022	(57.43)	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2208213CM	08/02/2022	(2.67)	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2221119CM	08/02/2022	(154.43)	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2231782	08/02/2022	2,826.57	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2231785	08/02/2022	1,252.50	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2234446	08/02/2022	1,463.30	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2234449	08/02/2022	186.00	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2237095	08/02/2022	3,013.24	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2237097	08/02/2022	108.00	124898
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2237098	08/02/2022	412.00	124898
640-47000-00251	LIQUOR FOR RESALE	VINOCOPIA	WINE	0308901	08/02/2022	126.25	124908
640-47000-00251	LIQUOR	WRS IMPORTS LLC	LIQUOR	3444	08/02/2022	384.00	124912
640-47000-00252	WINE	BELLBOY BAR SUPPLY CORP	LIQUOR	0095790800	08/02/2022	120.00	124865
640-47000-00252	WINE	BOURGET IMPORTS	WINE	188390	08/02/2022	304.00	124867
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	WINE	344819130	08/02/2022	60.67	124869
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	WINE	344832091	08/02/2022	200.00	124869
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	WINE	344864082	08/02/2022	2,024.00	124869
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	WINE	344864083	08/02/2022	144.00	124869
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	WINE	344950182	08/02/2022	2,008.60	124869

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	344950183	08/02/2022	400.00	124869
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2088934	08/02/2022	4.20	124881
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2088935	08/02/2022	1,084.00	124881
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2090932	08/02/2022	446.00	124881
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2093236	08/02/2022	4,332.86	124881
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2095531	08/02/2022	689.90	124881
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2097893	08/02/2022	1,160.00	124881
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2100342	08/02/2022	990.50	124881
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	47203	08/02/2022	240.00	124883
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	47411	08/02/2022	384.00	124883
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	806307	08/02/2022	1,178.31	124887
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	806311	08/02/2022	664.02	124887
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	810361	08/02/2022	532.08	124887
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	189915	08/02/2022	1,053.34	124890
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	190367	08/02/2022	664.00	124890
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	170926	08/02/2022	1,759.63	124891
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	171474	08/02/2022	236.00	124891
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	172268	08/02/2022	729.00	124891
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6425185	08/02/2022	1,450.00	124894
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6428506	08/02/2022	486.00	124894
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6430360	08/02/2022	1,120.00	124894
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6432160	08/02/2022	1,330.50	124894
640-47000-00252	WINE	SMALL LOT MN	WINE	MN54418	08/02/2022	623.88	124897
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2210807CM	08/02/2022	(137.28)	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	508728	08/02/2022	192.00	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2231784	08/02/2022	2,328.00	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2231786	08/02/2022	3,962.48	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2231787	08/02/2022	240.00	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2234447	08/02/2022	760.00	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2234448	08/02/2022	148.00	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2237097	08/02/2022	272.00	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2237099	08/02/2022	900.00	124898
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2237100	08/02/2022	901.00	124898
640-47000-00252	WINE	VINOCOPIA	WINE	0308182	08/02/2022	832.00	124908
640-47000-00252	WINE	VINOCOPIA	WINE	0308901	08/02/2022	112.00	124908
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	209172	08/02/2022	2,252.00	124909
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	209825	08/02/2022	1,576.00	124909
640-47000-00252	WINE	WINE MERCHANT	WINE	744885-1	08/02/2022	77.20	124910
640-47000-00252	WINE	WINE MERCHANT	WINE	7386485	08/02/2022	2,944.60	124910
640-47000-00252	WINE	WINE MERCHANT	WINE	7387264	08/02/2022	3,496.00	124910
640-47000-00252	WINE	WINE MERCHANT	WINE	7388250	08/02/2022	7,242.00	124910
640-47000-00252	WINE RESALE	WINEBOW	WINE	124204	08/02/2022	(524.58)	124911
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00115474	08/02/2022	961.32	124911
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00115647	08/02/2022	297.20	124911
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00116079	08/02/2022	679.74	124911
640-47000-00253	BEER	56 BREWING LLC	BEER	5619473	08/02/2022	262.00	124862
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3545281	08/02/2022	215.00	124864
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	336692	08/02/2022	(30.00)	124864
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3546570	08/02/2022	209.00	124864

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3546635	08/02/2022	526.70	124864
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3548043	08/02/2022	135.00	124864
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3549463	08/02/2022	179.00	124864
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3549523	08/02/2022	233.75	124864
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3548119	08/02/2022	793.40	124864
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344838262	08/02/2022	7,681.00	124868
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344838263	08/02/2022	128.00	124868
640-47000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE	BEER	344914073	08/02/2022	7,739.65	124868
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344914074	08/02/2022	344.05	124868
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344996051	08/02/2022	290.00	124868
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2709158	08/02/2022	3,282.29	124870
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2712160	08/02/2022	2,142.39	124870
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2715081	08/02/2022	2,992.97	124870
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	17860373	08/02/2022	(18.90)	124870
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1613927	08/02/2022	916.50	124875
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1618050	08/02/2022	732.98	124875
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1621985	08/02/2022	633.05	124875
640-47000-00253	BEER	ELM CREEK BREWING CO.	BEER	2833	08/02/2022	253.00	124877
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	523357	08/02/2022	776.25	124879
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	523377	08/02/2022	81.00	124879
640-47000-00253	BEER	INBOUND BREWCO	BEER	14086	08/02/2022	284.00	124880
640-47000-00253	BEER	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2093235	08/02/2022	1,645.00	124881
640-47000-00253	BEER	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2097892	08/02/2022	1,410.00	124881
640-47000-00253	BEER	LUCE LINE BREWING CO.	BEER	16	08/02/2022	276.00	124884
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	32903	08/02/2022	175.00	124889
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER	33066	08/02/2022	304.00	124889
640-47000-00253	BEER	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6425184	08/02/2022	590.00	124894
640-47000-00253	BEER	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6432159	08/02/2022	540.00	124894
640-47000-00253	BEER	SUMMER LAKES BEVERAGE L	BEER	4263	08/02/2022	1,323.00	124899
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	MISC MDSE	0105482500	08/02/2022	100.20	124865
640-47000-00254	MIX	BREAKTHRU BEVERAGE MN	MIX	344864084	08/02/2022	64.26	124869
640-47000-00254	MISC MIX	COCA-COLA	MIX	3609217771	08/02/2022	728.36	124873
640-47000-00254	MISC MIX	COCA-COLA	MIX	3627205717	08/02/2022	862.64	124873
640-47000-00254	MISC.BEV	PEPSI COLA	MISC BEV	32090957	08/02/2022	479.30	124892
640-47000-00254	MISC.BEV	PEPSI COLA	MISC BEV	30482662	08/02/2022	205.42	124892
640-47000-00254	MISC.BEV	PEPSI COLA	MISC BEV	30608653	08/02/2022	138.23	124892
640-47000-00254	MISC.BEV	PEPSI COLA	MISC BEV	23580811	08/02/2022	591.93	124892
640-47000-00254	MIX	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6434039	08/02/2022	26.00	124894
640-47000-00254	MIX	PRYES BREWING COMPANY L	MIX	w-39597	08/02/2022	392.00	124895
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2783085	08/02/2022	105.75	124896
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2783408	08/02/2022	102.10	124896
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2785690	08/02/2022	190.65	124896
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2788238	08/02/2022	138.60	124896
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2790474	08/02/2022	124.95	124896
640-47000-00254	MISC.BEV	SUMMER LAKES BEVERAGE L	MIX	4183	08/02/2022	1,071.00	124899
640-47000-00254	MISC MDSE	TRUE BRANDS	MISC.MDSE.	1084910	08/02/2022	18.90	124905
640-47000-00254	MISC MDSE	TRUE BRANDS	MISC.MDSE	1084909	08/02/2022	327.92	124905
640-47000-00254	MISC MDSE	TRUE BRANDS	MISC.MDSE	154227CM	08/02/2022	(108.00)	124905
640-47000-00254	MISC BEV	VINOCOPIA	MISC.BEV	0308047	08/02/2022	105.00	124908

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 off-Sale							
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7386485	08/02/2022	198.50	124910
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7388250	08/02/2022	50.00	124910
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CI	344295	08/02/2022	1,073.44	124885
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CI	345112	08/02/2022	1,327.21	124885
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR	0095671800	08/02/2022	13.50	124865
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR	0095790800	08/02/2022	21.45	124865
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	MISC MDSE	0105482500	08/02/2022	6.48	124865
640-47000-00259	FREIGHT	BOURGET IMPORTS	WINE	188390	08/02/2022	3.50	124867
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	WINE	344819130	08/02/2022	4.17	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	WINE	344832091	08/02/2022	1.45	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	WINE	344864082	08/02/2022	18.85	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	WINE	344864083	08/02/2022	2.90	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	MIX	344864084	08/02/2022	1.45	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR	344864085	08/02/2022	16.67	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR	344950180	08/02/2022	1.45	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR	344950181	08/02/2022	45.07	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	WINE	344950182	08/02/2022	13.78	124869
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	344950183	08/02/2022	1.45	124869
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2088935	08/02/2022	12.52	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2090931	08/02/2022	75.39	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2090932	08/02/2022	5.60	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2093235	08/02/2022	49.00	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2093236	08/02/2022	69.99	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2095530	08/02/2022	11.20	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2095531	08/02/2022	7.02	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2097892	08/02/2022	47.59	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2097893	08/02/2022	8.40	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2100341	08/02/2022	22.41	124881
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2100342	08/02/2022	12.58	124881
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	47203	08/02/2022	4.00	124883
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	47411	08/02/2022	6.00	124883
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	806307	08/02/2022	27.00	124887
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	806311	08/02/2022	3.00	124887
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	810361	08/02/2022	4.50	124887
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	189915	08/02/2022	15.00	124890
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	190367	08/02/2022	10.00	124890
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	170926	08/02/2022	12.00	124891
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	171474	08/02/2022	8.00	124891
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	172268	08/02/2022	8.00	124891
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6425184	08/02/2022	58.82	124894
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6425185	08/02/2022	16.79	124894
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6428505	08/02/2022	7.00	124894
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6428506	08/02/2022	7.01	124894
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6430360	08/02/2022	8.40	124894
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6432159	08/02/2022	17.05	124894
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6432160	08/02/2022	17.12	124894
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6434039	08/02/2022	1.40	124894
640-47000-00259	FREIGHT	SMALL LOT MN	WINE	MN54418	08/02/2022	5.00	124897
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	508728	08/02/2022	1.49	124898

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5085729	08/02/2022	0.32	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2231782	08/02/2022	23.04	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2231784	08/02/2022	33.28	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2231785	08/02/2022	11.52	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2231786	08/02/2022	32.00	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2231787	08/02/2022	7.68	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2234446	08/02/2022	12.91	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2234447	08/02/2022	2.56	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2234448	08/02/2022	3.84	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2234449	08/02/2022	2.56	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2237095	08/02/2022	21.87	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2237097	08/02/2022	6.40	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2237098	08/02/2022	2.56	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2237099	08/02/2022	11.52	124898
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2237100	08/02/2022	15.36	124898
640-47000-00259	FREIGHT	VINOCOPIA	MISC.BEV	0308047	08/02/2022	12.00	124908
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0308182	08/02/2022	12.00	124908
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0308901	08/02/2022	5.00	124908
640-47000-00259	FREIGHT	WINE COMPANY	WINE	209172	08/02/2022	20.00	124909
640-47000-00259	FREIGHT	WINE COMPANY	WINE	209825	08/02/2022	12.00	124909
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7386485	08/02/2022	30.76	124910
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7387264	08/02/2022	12.63	124910
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7388250	08/02/2022	41.30	124910
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00115474	08/02/2022	11.25	124911
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00115647	08/02/2022	4.50	124911
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00116079	08/02/2022	4.50	124911
640-47000-00259	FREIGHT	WRS IMPORTS LLC	LIQUOR	3444	08/02/2022	2.50	124912
640-47000-00321	SERVICE	POPP TELECOM	PHONE SERVICE	JULY 2022	07/28/2022	100.00	124848
640-47000-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	2,182.79	124982
640-47000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	AUG 2022	08/10/2022	225.78	124944
640-47000-00384	STORE	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	150.00	124975
640-47000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	BUILDING MAINT.	180209420	08/03/2022	54.84	124930
640-47000-00433	OVERHEAD MUSIC	MOOD MEDIA	BAR/STORE MUSIC	56991349	08/10/2022	72.15	124971
Total Department 47000 Off-Sale						145,121.99	
Department: 48000 On-Sale							
640-48000-00140	UNEMPLOYMENT COMP (GENERAL)	MN UC FUND	UNEMPLOYMENT	07970965-2022	08/10/2022	540.87	124970
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD	FOOD	224293	08/02/2022	29.01	124893
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD	FOOD	236486	08/02/2022	118.33	124893
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD	FOOD	245020	08/02/2022	89.87	124893
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD	FOOD	248104	08/02/2022	68.50	124893
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP CREDIT		00124054	08/02/2022	(320.60)	124902
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP BAR SUPPLIES		10463457	08/02/2022	153.88	124902
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP BAR SUPPLIES		40157498	08/02/2022	83.02	124902
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP BAR SUPPLIES		10470201	08/02/2022	193.89	124902
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2884725	08/02/2022	119.68	124903
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2889634	08/02/2022	508.79	124903
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	0A06601	08/02/2022	(299.92)	124904
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	774373	08/02/2022	(99.88)	124904
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	0A6649	08/02/2022	(337.34)	124904

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	775788	08/02/2022	492.54	124904
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	777112	08/02/2022	(53.63)	124904
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	777068	08/02/2022	247.65	124904
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	778431	08/02/2022	348.59	124904
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	344864036	08/02/2022	639.00	124869
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	345055914	08/02/2022	639.00	124869
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	224291	08/02/2022	107.73	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	224293	08/02/2022	66.97	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	230214	08/02/2022	35.63	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	230211	08/02/2022	97.08	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	236486	08/02/2022	250.33	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	238898	08/02/2022	13.04	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	242423	08/02/2022	78.02	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	245020	08/02/2022	23.82	124893
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	248104	08/02/2022	75.96	124893
640-48000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6426610	08/02/2022	724.37	124894
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY	KITCHEN & BAR S	775788	08/02/2022	208.24	124904
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY	KITCHEN & BAR S	778431	08/02/2022	208.24	124904
640-48000-00251	LIQUOR	US FOODS	FOOD	5412635	08/02/2022	107.03	124906
640-48000-00251	LIQUOR	US FOODS	FOOD	5579269	08/02/2022	37.13	124906
640-48000-00251	LIQUOR	US FOODS	FOOD	5744596	08/02/2022	37.13	124906
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	344864036	08/02/2022	341.40	124869
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	WINE	344950135	08/02/2022	224.70	124869
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	345055914	08/02/2022	154.15	124869
640-48000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6433931	08/02/2022	152.70	124894
640-48000-00252	WINE	WINE MERCHANT	WINE	7387706	08/02/2022	1,135.55	124910
640-48000-00252	WINE	WINE MERCHANT	WINE	7388697	08/02/2022	652.10	124910
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344820675	08/02/2022	959.00	124868
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344820676	08/02/2022	145.00	124868
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344914123	08/02/2022	764.00	124868
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	344996052	08/02/2022	1,039.00	124868
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	345082142	08/02/2022	649.00	124868
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	327.00	08/02/2022	327.00	124870
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2715242	08/02/2022	940.00	124870
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2717980	08/02/2022	863.00	124870
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1608906CM	08/02/2022	(60.00)	124875
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1620762	08/02/2022	314.00	124875
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1624682	08/02/2022	475.00	124875
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	224293	08/02/2022	154.47	124893
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	230214	08/02/2022	101.32	124893
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	230211	08/02/2022	101.33	124893
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	236486	08/02/2022	154.42	124893
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	238898	08/02/2022	101.63	124893
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	242423	08/02/2022	317.28	124893
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	245020	08/02/2022	280.47	124893
640-48000-00321	SERVICE	POPP TELECOM	PHONE SERVICE	JULY 2022	07/28/2022	100.00	124848
640-48000-00381	SERVICE	XCEL ENERGY	SERVICE	JULY2022	08/10/2022	5,093.17	124982
640-48000-00383	SERVICE	CENTERPOINT ENERGY	SERVICE	AUG 2022	08/10/2022	903.12	124944
640-48000-00384	BAR	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	1,112.80	124975

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00401	Repairs/Maint Buildings	ASSOCIATED MECHANICAL	MUNI MAINT	28560	08/10/2022	1,207.00	124942
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	HARNELL REFRIGERATION	BAR COOLER MOTO	3390	08/02/2022	326.25	124878
640-48000-00404	REPAIRS/MAINT - MACHIN/EQUIP	HARNELL REFRIGERATION	BAR COOLER REPA	3391	08/02/2022	480.04	124878
640-48000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	BAR WINDOWS CLE	180209419	08/02/2022	80.64	124888
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEA	164900	08/02/2022	135.00	124901
640-48000-00415	SERVICE	DIRECTV	BAR TV	050852385x220723	08/02/2022	325.96	124876
640-48000-00433	OVERHEAD MUSIC	MOOD MEDIA	BAR/STORE MUSIC	56991349	08/10/2022	72.14	124971
Total Department 48000 On-Sale						25,354.61	
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	5115227724	08/02/2022	28.40	124872
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4124366443	08/02/2022	282.55	124872
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4125162068	08/02/2022	282.55	124872
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4125846278	08/02/2022	292.55	124872
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		224291	08/02/2022	38.87	124893
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		224293	08/02/2022	57.80	124893
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		230214	08/02/2022	110.67	124893
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		230211	08/02/2022	181.45	124893
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		236486	08/02/2022	311.39	124893
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		238898	08/02/2022	195.70	124893
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		242423	08/02/2022	118.72	124893
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		245020	08/02/2022	306.64	124893
640-48500-00210	KITCHEN SUPPLIES	SUNBURST CHEMICALS, INC	KITCHEN SUPPLIE	0509064	08/02/2022	1,012.04	124900
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2888473	08/02/2022	244.60	124903
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2889634	08/02/2022	366.54	124903
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	775788	08/02/2022	1,159.34	124904
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	777068	08/02/2022	1,799.77	124904
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	778431	08/02/2022	1,146.86	124904
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4124366443	08/02/2022	41.44	124872
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4125162068	08/02/2022	41.44	124872
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4125846278	08/02/2022	31.44	124872
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	180958	08/02/2022	1,035.30	124863
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	181514	08/02/2022	519.60	124863
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	182144	08/02/2022	529.60	124863
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	136299	08/02/2022	175.45	124866
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009001646	08/02/2022	366.60	124882
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009002748	08/02/2022	141.00	124882
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	432484	08/02/2022	246.39	124886
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	432770	08/02/2022	207.43	124886
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	432932	08/02/2022	226.91	124886
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	433260	08/02/2022	226.91	124886
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	433426	08/02/2022	226.91	124886
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	433778	08/02/2022	231.54	124886
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	433948	08/02/2022	207.43	124886
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	434277	08/02/2022	207.43	124886
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		222057	08/02/2022	108.46	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		222572	08/02/2022	(52.73)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		222574	08/02/2022	(114.97)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		222575	08/02/2022	(56.10)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		224291	08/02/2022	2,874.33	124893

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48500 Kitchen							
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		224293	08/02/2022	4,567.84	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		227809	08/02/2022	30.28	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		230214	08/02/2022	5,533.82	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		231369	08/02/2022	(20.15)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		231447	08/02/2022	(23.82)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		230211	08/02/2022	4,946.82	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		232361	08/02/2022	34.04	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		235085	08/02/2022	(63.00)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		234161	08/02/2022	(7.33)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		236486	08/02/2022	4,749.13	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		238898	08/02/2022	4,841.64	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		242423	08/02/2022	4,232.89	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		243865	08/02/2022	460.96	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		245020	08/02/2022	5,678.73	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		248104	08/02/2022	4,692.72	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		248639	08/02/2022	(18.61)	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		248763	08/02/2022	58.17	124893
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		251757	08/02/2022	(114.76)	124893
640-48500-00255	FOOD	US FOODS	FOOD	5412635	08/02/2022	1,351.11	124906
640-48500-00255	FOOD	US FOODS	FOOD	5579269	08/02/2022	1,072.41	124906
640-48500-00255	FOOD	US FOODS	FOOD	5582979	08/02/2022	63.80	124906
640-48500-00255	FOOD	US FOODS	FOOD	5744596	08/02/2022	891.49	124906
640-48500-00415	MACHINE DEPOSIT	BILL'S IMPORTED FOODS	GYRO MACHINE DE	136300	08/02/2022	900.00	124866
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	11355971	08/02/2022	54.30	124874
640-48500-00415	DISHWASHER LEASE	SUNBURST CHEMICALS, INC	DISHWASHER LEAS	0018631	08/02/2022	106.46	124900
Total Department 48500 Kitchen						59,377.19	
Department: 49100 Capital							
640-49100-00499	LIQUOR STORE MARKETING ASSESSMENT	DELANEY CONSULTING LLC	MUNI ASSESSMENT	1718	08/10/2022	7,000.00	124948
640-49100-00540	EQUIPMENT	HARNELL REFRIGERATION	ICE MACHINE INS	3377	08/02/2022	518.39	124878
640-49100-00540	EQUIPMENT	HARNELL REFRIGERATION	FILTERS FOR ICE	3381	08/02/2022	354.83	124878
Total Department 49100 Capital						7,873.22	
Total Fund 640 LIQUOR						246,727.01	
Fund: 650 SOLID WASTE							
Department: 00000 ALL DEPARTMENTS							
650-00000-20818	COUNTY REFUSE TAX	HENNEPIN COUNTY PUBLIC	REFUSE TAX	JULY 2022	08/10/2022	2,767.31	124957
Total Department 00000 ALL DEPARTMENTS						2,767.31	
Department: 47500 Garbage							
650-47500-00384	LABOR	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	10,513.94	124975
650-47500-00386	DISPOSAL	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	5,337.04	124975
Total Department 47500 Garbage						15,850.98	
Department: 47600 Recycling							
650-47600-00309	RECYCLING	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	4,342.38	124975
Total Department 47600 Recycling						4,342.38	
Department: 47800 Organics							
650-47800-00384	ORGANICS	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	6,808.84	124975

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 650 SOLID WASTE							
Department: 47800 Organics							
650-47800-00386	ORGANICS DISPOSAL	REPUBLIC SERVICES	SERVICE	0894-005816231	08/10/2022	81.25	124975
Total Department 47800 Organics						6,890.09	
Total Fund 650 SOLID WASTE						29,850.76	
Fund: 670 STORMWATER							
Department: 40000 General Department							
670-40000-00499	MISCELLANEOUS	SIMPLIFILE	STORMWATER RECO	07/27/2022	07/29/2022	51.25	1989
670-40000-00499	MISCELLANEOUS	SIMPLIFILE	STORMWATER RECO	07/26/2022	07/29/2022	51.25	1990
Total Department 40000 General Department						102.50	
Total Fund 670 STORMWATER						102.50	
Fund: 802 ESCROW PROJECTS							
Department: 00000 ALL DEPARTMENTS							
802-00000-20334	127 FERNDAL TREE ESCROW REFUND	WOODDALE BUILDERS	127 FERNDAL TR	127FERNDAL	07/28/2022	17,920.00	124861
802-00000-20909	344 FERNDAL N - DRILL	ECM PUBLISHERS, INC.	344 FERNDAL ES	903141	07/28/2022	86.10	124829
Total Department 00000 ALL DEPARTMENTS						18,006.10	
Total Fund 802 ESCROW PROJECTS						18,006.10	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 07/27/2022 - 08/10/2022

POSTED
PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			51,816.26	
		233	LAKFRONT IMPROVE			5,427.08	
		235	CABLE TV			5,500.00	
		238	SELF INSURANCE			9,045.54	
		305	DOWNTOWN TIF DISTRICT 6			4,285.83	
		314	WIDSTEN			3,858.34	
		316	BAY CENTER			1,073,081.11	
		401	PERM IMPROVEMENT			403.56	
		404	PARK AND TRAIL CIP			2,940.86	
		408	GENERAL CIP			13,805.00	
		409	EQUIP REVOLVING			15,543.26	
		430	STREET CIP			5,865.62	
		437	LIBRARY/COMM.ROOM CIP			1,701.07	
		610	WATER FUND			19,707.86	
		620	SEWER FUND			45,387.70	
		630	MOTOR VEHICLE			1,490,974.80	
		640	LIQUOR			246,727.01	
		650	SOLID WASTE			29,850.76	
		670	STORMWATER			102.50	
		802	ESCROW PROJECTS			18,006.10	
		Total For All Funds:				3,044,030.26	



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Jeffrey Dahl, City Manager, Kathy Leervig, City Clerk	

ACTION REQUESTED:

Staff recommends approval of Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

08/16/2022

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

3 Day Temporary Liquor License for the Star of the North Regatta on 9/16-9/18/22

Wayzata Yacht Club	Wayzata, MN
--------------------	-------------

3 Day Temporary Liquor License for the Ugotta Regatta on 9/30-10/2/22

Wayzata Yacht Club	Wayzata, MN
--------------------	-------------

1 Day Temporary Liquor License for The Gathering on 9/16/22

St. Bartholomew Catholic Church	Wayzata, MN
---------------------------------	-------------

WERE APPROVED ADMINISTRATIVELY

2022 Special Event Food Stand License for The Gathering on 9/16/22

St. Bartholomew Catholic Church & School	Wayzata, MN
--	-------------

2022 Special Event Food Stand License for the Feast of St. Bart's Fiesta

Los Traviesos Tacos Y Tortas	Minneapolis, MN
------------------------------	-----------------

2022 Special Event Food Stand License for James J Hill Days on 9/9-9/10/22

My Burger	Minneapolis, MN
-----------	-----------------

2022 Special Event Food Stand License for James J Hill Days on 9/10-9/11/22

D & D Goodies	Ham Lake, MN
Zoe's Gone Bananas	Excelsior, MN

2022 Special Event Food Stand License for James J Hill Days on 9/9-9/11/22

Kraz'd Foodnatik MN	Mounds View, MN
Paella Depot	Maple Grove, MN
Firehouse Foods	Minnetrista, MN
Peppers & Fries	Minneapolis, MN
Blue Ox Provisions	Minnetonka, MN
Muddy Tiger-Indian Street Food	Bloomington, MN



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.d
TITLE: Receipt of Police Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Emily Marker, Police Records Supervisor	
REVIEWED BY: Jeffrey Dahl, City Manager, Marc Schultz, Police Chief	

ACTION REQUESTED:

The attached July 2022 Activity Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Activity Report July 2022.docx



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

Theft**Reported: 07-31-2022 1543**

Report of shoplifting. One male cited for theft. All merchandise recovered. Male trespassed from the business.

Addresses Involved

1100 block of Wayzata Blvd E, Wayzata, MN 55391

Damage to Property - Criminal**Reported: 07-28-2022 1415**

Report of damage to property. Vehicle windshield cracked.

Addresses Involved

Shoreline Drive & Peavey Rd, Wayzata, MN 55391

Theft**Reported: 07-28-2022 0122**

Report of a theft of a wallet. Loss of around \$45.

Addresses Involved

600 block of Lake St, Wayzata, MN 55391

Theft**Reported: 07-26-2022 1558**

Report of a mail theft. Officer made contact and advised.

Addresses Involved

1500 block of Holdridge Ter, Wayzata, MN 55391

Disorderly Conduct**Reported: 07-24-2022 2002**

Report of a disorderly conduct. One female cited for disorderly conduct and trespassed from the business.

Addresses Involved

700 block of Lake St E, Wayzata, MN 55391

Theft**Reported: 07-24-2022 1844**

Report of a theft. One male cited for theft, disorderly conduct, and damage to property. Male trespassed.

Addresses Involved

300 block of Broadway Ave, Wayzata, MN 55391

Damage to Property - Criminal**Reported: 07-23-2022 1232**

Report of damage to property. Vehicle windows broken with a hammer.

Addresses Involved

700 block of Mill St, Wayzata, MN 55391

Identity Theft**Reported: 07-22-2022 1624**

Report of an identity theft. Unknown loss at this time.

Addresses Involved

400 block of Peavey Lane, Wayzata, MN 55391



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

Theft**Reported: 07-22-2022 1016**

Report of a theft of a bicycle. Loss of around \$300.

Addresses Involved

100 block of Broadway Ave, Wayzata, MN 55391

DWI**Reported: 07-20-2022 0227**

18-year-old female from Plymouth arrested for DWI. Tested .10.

Addresses Involved

Bushaway Rd & McGinty Rd, Wayzata, MN 55391

Names Involved

(Arrested) Goldfinch, Charlotte Joyce (Age: 18)

DWI**Reported: 07-18-2022 2125**

60-year-old male from Robbinsdale arrested for DWI. Tested .12.

Addresses Involved

Wayzata Blvd E & Bushaway Rd, Wayzata, MN 55391

Names Involved

(Arrested) Gautsche, John Scott (Age: 60)

Theft**Reported: 07-18-2022 1548**

Report of a theft from building. Stolen ring. Loss of around \$6,050.

Addresses Involved

200 block of Grove Lane E, Wayzata, MN 55391

Theft of Vehicle**Reported: 07-17-2022 1751**

Report of a theft of a trailer. Loss of around \$4,250.

Addresses Involved

2400 block of Industrial Blvd, Long Lake, MN 55356

Theft**Reported: 07-17-2022 1705**

Report of a theft of a delivery. Loss of around \$3,100.

Addresses Involved

1700 block of Holdridge Cir, Wayzata, MN 55391

Theft**Reported: 07-16-2022 0938**

Report of a theft by shoplifting. Loss of around \$7.99.

Addresses Involved

1000 block of Wayzata Blvd E, Wayzata, MN 55391



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

Theft**Reported: 07-15-2022 2052**

39-year-old male from Wayzata arrested for receiving stolen property.

Addresses Involved

200 block of Grove Lane E, Wayzata, MN 55391

Names Involved

(Arrested) Dillon, Charlie Kato (Age: 39)

Identity Theft**Reported: 07-15-2022 1847**

Report of an identity theft. Unknown total loss at this time.

Addresses Involved

300 block of Ridgeview Drive, Wayzata, MN 55391

Identity Theft**Reported: 07-12-2022 1721**

Report of an identity theft. Unknown loss at this time.

Addresses Involved

500 block of Broadway Ave N, Wayzata, MN 55391

Theft**Reported: 07-12-2022 1249**

Report of a theft from building. Loss of around \$11,000.

Addresses Involved

1200 block of Wayzata Blvd E, Wayzata, MN 55391

Damage to Property - Criminal**Reported: 07-11-2022 2003**

Report of damage to property. Damaged windows.

Addresses Involved

700 block of Lake St E, Wayzata, MN 55391

Damage to Property - Criminal**Reported: 07-11-2022 1023**

Report of damage to property. Unknown loss at this time.

Addresses Involved

700 block of Lake St, Wayzata, MN 55391

DWI**Reported: 07-09-2022 2222**

32-year-old male from Zimmerman arrested for a DWI. Tested .22.

Addresses Involved

Hwy 12 & Gleason Lake Rd, Wayzata, MN 55391

Names Involved

(Arrested) Jackson, Matthew Richard (Age: 32)



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

Traffic Offense

Reported: 07-09-2022 1829

45-year-old male from Long Lake arrested for driving after cancellation.

Addresses Involved

Hwy 12 & Co Rd 15, Wayzata, MN 55391

Names Involved

(Arrested) Breen, Jack Derek (Age: 45)

Theft

Reported: 07-08-2022 1650

Report of a theft by shoplifting. Loss of around \$238.

Addresses Involved

800 block of Lake St, Wayzata, MN 55391

Counterfeit

Reported: 07-06-2022 1435

Report of three counterfeit \$100 bills.

Addresses Involved

1000 block of Wayzata Blvd E, Wayzata, MN 55391

Theft

Reported: 07-05-2022 1937

Report of a theft of prescription medication.

Addresses Involved

200 block of Grove Lane, Wayzata, MN 55391

Theft from Vehicle

Reported: 07-05-2022 1449

Report of a theft from vehicle. Catalytic converter stolen. Loss of around \$1,000.

Addresses Involved

100 block of Central Ave, Wayzata, MN 55391

Recovered

Reported: 07-02-2022 1824

Report of a recovered gun that was stolen out of Wayzata in 2015. Gun recovered by Nevada Police. Gun removed from NCIC.

Addresses Involved

600 block of Rice St E, Wayzata, MN 55391



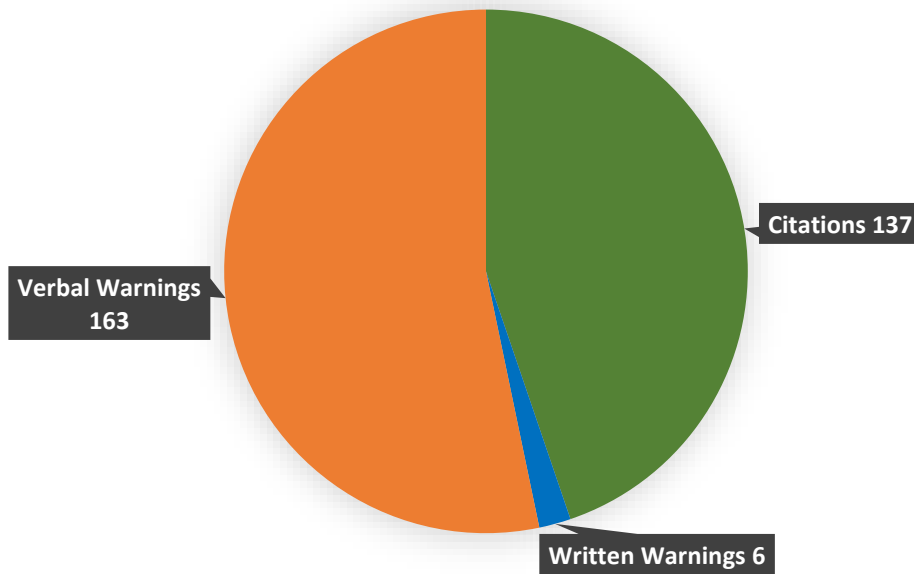
WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

Traffic Stats July 2022



Non-Criminal Activity	July 2022
MISSING PERSON	3
MISSING ANIMAL	1
MISSING/LOST PROPERTY	1
FOUND PROPERTY	12
ABANDONED VEHICLE	2
RECOVERED STOLEN PROPERTY	1
PIMV	2
PDMV	16
H & R PDMV	2
PDMV & DEER	3
ANIMAL BITE	1
OTHER FIRE/SMOKE	3
FIRE ALARM	11
HAZ ROAD CONDITION	7
RR CROSSING HAZZARD	3



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

OTHER MEDICAL	74
MEDICAL ALARM	2
WELFARE CHECK - ADULT	11
WELFARE CHECK - JUV	1
MENTAL HEALTH ISSUE	3
INFO REC'D	21
VERBAL DOMESTIC	1
CIVIL MATTER	4
TRESPASS WARN/ORDER	6
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	22
RECEIVE COURT ORDER/OFP	1
SUSPICION	13
OPEN DOOR/WINDOW	1
FIREWORKS COMPL / WARN	4
MISC. JUVENILE PROBLEM	1
DRIVING/TRAFFIC COMPLAINT	26
PARKING COMPL	9
HOUSE/BUSINESS CHECKS	27
RECORD CHECKS	4
FIREARM PERMIT	4
HC SHERIFFS PERMIT TO CARRY	4
PARKING PERMIT	4
OTHER ORD VIOL (JUNK CARS, ETC)	2
OTHER ORD VIOL (JUNK CARS, ETC) - Citation	1
NOISE VIOLATION - Verbal Warning	1
ANIMAL COMPLAINT/CHECK	21
DOG LICENSE ISSUED	4
PATROL REQUEST	2
ADULT PROTECTION ASSIST	1
MOTORIST ASSIST/STALL	11
UTILITY PROBLEM	5
PUBLIC ASSIST	47
LOCKOUT	8
BUSINESS ALARM	16
HOME ALARM	14
911 HANG-UP	12
PARK VIOLATION	1
ASSIST OTHER DEPT	30



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

WARRANT/ATTEMPT/ARREST	2
TRAFFIC CONTROL / DIRECT ENFORCEMENT	25
VEHICLE FORFEITURE/IMPOUND	1
RIDE-ALONG	3

Criminal Activity	Jul 2022
ASLT 3-SUBSTANTIAL INJURY-HANDS ETC-CHLD-ACQ	1
ASLT 5-MS-INFLICT BD HRM-BB GUN-CHLD-ST	1
TERR THREATS-INFLT BH-UNK WEAP-ADLT-ACQ	1
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	1
ASLT-DOMESTIC-MS-INFLT BODLY HRM-HNDS-ADLT-AC	1
FORGERY-UNK LVL-USES-OTHER TYPE-BUSINESS	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	2
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	2
ARSON-UNK DEG-UNK COND-OT PROP-UNK LOSS	1
TRAFFIC-GM-OTHER-MV	2
TRAF ACCIDENT-MS-FAIL STOP-DRVR CAUSED	2
TRAF-AC-GM-2ND DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-2ND DEG DWI-10 OR MORE WIN 2 HRS-MV	1
TRAF-AC-GM-2ND DEG DWI-08 OR MORE-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	2
TRAF-ACC-M-4TH DEG DWI-10 OR MORE	1
TRAF-ACC-MS-4TH DEG DWI-08 OR MORE -MV	2
FALSE IMPRISON-INTENT CONFIN-HANDS-ADLT-ACQ	1
JUVENILE USE OF TOBACCO	1
LIQUOR-UNDERAGE CONSUMPTION 18-21	2
DISTURB PEACE-GM-EMERGENCY TELEPHONE CALLS	1
DISTURB PEACE-MS-DISORDERLY CONDUCT	4
MS-VIOL ORDER FOR PROTECTION	2
MS-VIOL HARASS RESTRAINING ORDER	1
PROP DAMAGE-UNK LVL-PRIVATE-UNK INTENT	3
PROP DAMAGE-MS-PRIVATE-UNK INTENT	1
PROP DAMAGE-MS-PUBLIC-UNK INTENT	2
STLN PROP-FE-POSSESS-OTH PROP-1001 TO 5000 DLR	1
THEFT-UNK LVL VAL-FRM BUILDING-OTH PROP	1
THEFT-OTHER-FE-MAILS-UNKNOWN	1



WAYZATA POLICE DEPARTMENT

Proudly Serving Wayzata and Long Lake



ACTIVITY REPORT—JULY 2022

THEFT-OVER 5000DLRS FE-BLDG-OTHER PROPERTY	1
THEFT-1001-5000 DLRS FE-BLDG-OTHER PROPERTY	1
THEFT-1001-5000 DLRS FE-MTR VEHICLE-OTH PROP	1
THEFT-1001-5000 DLRS FE-OTHER-OTH PROP	1
THEFT-500 OR LESS MS-OTHER-SERVICES	1
THEFT-500 OR LESS MS-OTHER-OTH PROP	2
THEFT-FE-IDENTITY THEFT-UNK LOSS	2
THEFT-GM-IDENTITY THEFT-UNK LOSS	1
THEFT-MS-SHOPLIFTING-250 OR LESS	2
THEFT-MS-SHOPLIFTING-500 DLRS OR LESS	1
VEH-501-2500-FE-PARTS-MOTOR VEH-AUTO	1
CRIM AGNST GOVN-GM-ESCAPE TAX-MTR VEH	2



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.e
TITLE: Receipt of Building Activity Report	
PROPOSED MOTION: N/A	
PREPARED BY: Megan McCrady, Permit Technician	
REVIEWED BY: Jason Wagner, Building Official, Jeffrey Dahl, City Manager, Emily Goellner, Community Development Director	

ACTION REQUESTED:

The attached July 2022 Building Report is for informational purposes only.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. 2021-2022 Building report

2022

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	2022-YTD
BUILDING								
NUMBER OF BLDG. PERMITS	11	13	13	25	18	20	14	114
PROJECT VALUE	\$274,537.00	\$2,215,807.00	\$3,170,300.00	\$3,857,297.00	\$1,074,087.00	\$2,574,024.00	\$1,437,395.00	14,603,447
BUILDING PERMIT FEE	\$3,473.25	\$17,644.00	\$20,130.75	\$29,083.50	\$10,598.25	\$20,282.00	\$11,205.50	112,417
PLAN CHECK FEE	\$1,361.10	\$8,813.79	\$12,067.09	\$16,746.39	\$3,777.96	\$12,760.40	\$6,464.91	61,992
EXTERIOR								
NUMBER OF PERMITS	1	1	5	2	3	6	5	23
PROJECT VALUE	\$5,229.00	\$14,628.00	\$284,196.00	\$26,253.00	\$18,429.00	\$180,276.00	\$107,656.00	636,667
PERMIT FEE	\$ 132.75	\$ 265.50	\$ 3,213.50	\$ 486.75	\$ 409.75	\$ 2,461.00	\$ 1,692.75	8,662
MECHANICAL								
NUMBER OF PERMITS	14	16	15	14	16	22	20	117
PROJECT VALUE	102,007.00	185,869.00	210,202.00	345,826.00	103,237.00	701,935.00	205,541.00	1,854,617
PERMIT FEE	2,081.64	3,652.36	4,189.04	6,573.92	2,088.74	12,378.70	4,091.15	35,056
PLUMBING								
NUMBER OF PERMITS	8	13	7	17	13	8	18	84
PROJECT VALUE	\$38,518.00	\$123,914.00	\$72,000.00	\$184,794.00	\$74,664.00	\$106,879.00	\$130,800.00	731,569
PERMIT FEE	\$796.36	\$2,478.28	\$1,466.00	\$3,732.88	\$1,513.38	\$2,035.52	\$2,644.56	14,667
TOTAL # OF PERMITS	34	43	40	58	50	56	57	328
TOTAL INCOME	\$7,845.10	\$32,853.93	\$41,066.38	\$56,623.44	\$18,388.08	\$49,917.62	\$26,098.87	\$232,793.42

INSPECTIONS

BUILDING	30	66	35	42	53	61	57	344
EXTERIOR	2	0	1	2	1	4	1	11
HVAC	29	45	42	22	45	39	35	257
PLUMBING	17	20	23	30	24	27	24	165
OTHER								
TOTAL # OF INSPECTIONS	78	131	101	96	123	131	117	777

RENTAL

INSPECTIONS	6	37	78	37	12	0	6	176
-------------	---	----	----	----	----	---	---	-----

2021

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	2021-YTD
BUILDING								
NUMBER OF BLDG. PERMITS	9	11	15	19	14	25	13	106
PROJECT VALUE	\$1,337,913.00	\$964,800.00	\$11,351,717.00	\$3,192,683.00	\$1,319,900.00	\$3,213,389.00	\$2,916,093.00	\$24,296,495.00
BUILDING PERMIT FEE	\$8,620.50	\$8,848.75	\$52,593.00	\$20,794.00	\$11,009.50	\$24,041.75	\$16,897.00	\$142,804.50
PLAN CHECK FEE	\$5,212.19	\$4,813.59	\$32,909.77	\$12,058.53	\$4,967.66	\$13,645.26	\$10,777.91	\$84,384.91
EXTERIOR								
NUMBER OF PERMITS	1	3	4	18	5	4	8	43
PROJECT VALUE	\$3,895.00	\$51,483.00	\$552,700.00	\$287,513.00	\$66,856.00	\$89,428.00	\$307,641.00	\$1,359,516.00
PERMIT FEE	\$ 103.25	\$ 898.50	\$ 4,483.50	\$ 4,801.75	\$ 1,239.00	\$ 1,383.75	\$ 3,651.25	\$16,561.00
MECHANICAL								
NUMBER OF PERMITS	12	8	15	11	13	19	25	103
PROJECT VALUE	206,482.00	242,992.00	142,301.00	903,172.00	195,951.00	503,265.00	570,670.00	\$2,764,833.00
PERMIT FEE	3,909.64	4,091.34	2,862.02	14,683.44	3,809.52	8,803.19	10,208.58	\$48,367.73
PLUMBING								
NUMBER OF PERMITS	9	11	14	6	8	11	7	66
PROJECT VALUE	\$359,103.00	\$408,302.49	\$76,193.00	\$211,505.00	\$44,592.00	\$178,367.00	\$133,841.00	\$1,411,903.49
PERMIT FEE	\$5,958.06	\$6,970.25	\$1,591.86	\$3,750.10	\$945.84	\$3,360.87	\$2,586.40	\$25,163.38
TOTAL # OF PERMITS	31	33	48	54	40	59	53	318
TOTAL INCOME	\$23,803.64	\$25,622.43	\$94,440.15	\$56,087.82	\$21,971.52	\$51,234.82	\$44,121.14	\$317,281.52

INSPECTIONS

BUILDING	52	53	52	57	63	69	45	391
EXTERIOR	0	0	0	6	15	5	3	29
HVAC	33	16	28	28	33	27	29	194
PLUMBING	14	16	22	25	22	37	18	154
OTHER								
TOTAL # OF INSPECTIONS	99	85	102	116	133	138	95	768

RENTAL

INSPECTIONS	0	0	17	5	0	1	0	23
-------------	---	---	----	---	---	---	---	----



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.f
TITLE: Approval of Agreement for Property Assessing Services with Hennepin County	
PROPOSED MOTION: To Approve an Agreement for Property Assessing Services with Hennepin County	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The total cost for assessment services is expected to be \$95,000 for 2023 which is an approximate 25% increase over 2022. Staff intends to include this amount in the preliminary general fund operating budget. The increase is the result of both switching to a new service provider and inflation.

BACKGROUND:

In 2016, the City issued a Request for Proposals (RFP) for residential assessing services after the retirement of long-time residential assessor contractor, Dan Distel. The City selected Southwest Assessing to provide residential assessing services and Southwest has served the City for the last six years.

For commercial and residential assessing services, the City has four general options:

- Create its own assessing department
- Contract with Hennepin County, which provides assessing services for most communities
- Contract with another community that provides assessing services
- Contract with one of a couple private firms that provides assessing services

As the first option is cost prohibitive, this spring, as the City does with many of its long-standing relationships, staff issued another RFP after this year's Board of Appeal of Equalization Hearings. More specifically, staff reached out to Hennepin County, Southwest Assessing, City of Minnetonka, and City of Edina to see if there was interest in providing residential assessing services (the City already has a multi-year contract with Hennepin County for commercial assessing services).

At the RFP deadline, the City only received one proposal, from Hennepin County, which proposed to combine its residential and commercial services into one residential assessing contract. At the August 3 workshop, staff received a brief presentation from Joshua Hooglund, Hennepin County Assessor and was also introduced to staff that would be working directly with the City. There was general consensus to pursue an agreement with Hennepin County.

After the August 3 workshop, the City staff requested a reduction in the cost given the significant net increase from 2022. As a result of this concern, staff from Hennepin County adjusted the annual cost (see below) and in turn asked for a 4-year agreement, versus a 3-year agreement.

Assessment Year	2023	2024	2025	2026
Est. Cost	\$113,000	\$117,000	\$121,000	\$125,000
Discount	16.00%	12.00%	7.00%	0.00%
Bill	\$95,000	\$103,000	\$113,000	\$125,000
Increase YoY		8.42%	9.71%	10.62%

The attached proposal would save the City \$40,000 from the original proposal over the next 3 years as reviewed at the August 3rd workshop.

ATTACHMENTS:

1. Wayzata Assessing Services Proposal
2. 2023 Assessment Services Agreement (draft)

HENNEPIN COUNTY
MINNESOTA

Professional Assessing Services

2022

*Proposal from the Hennepin County Assessor's Office to be the City of Wayzata
assessor*

Joshua R. Hoogland
300 S. 6th Street – MC213
Minneapolis, MN 55487
612-348-8853
joshua.hoogland@hennepin.us

Contents

Letter of Transmittal _____	1
Executive Summary _____	2
Assessing Services Description _____	4
Qualifications _____	5
Attachments _____	7
Contact information _____	8

Letter of Transmittal

August 11, 2022

Jeff Dahl, City Manager
600 Rice Street E
Wayzata, MN 55391

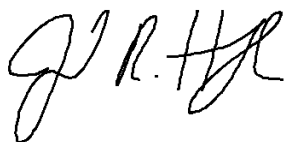
Re: City of Wayzata Residential Assessment Services

Mr. Dahl:

Attached are documents to support the qualifications and capacity of the Hennepin County Assessor's Office to perform the assessing functions uniformly and accurately for the City of Wayzata residential property assessments.

Hennepin County and the County Assessor Department are committed to providing excellent customer service to taxpayers, city administration and officials through responsiveness, transparency and competency. We are also committed to meeting and exceeding the assessment requirements outlined in the laws of the State of Minnesota, guidance provided by the Minnesota Department of Revenue and expectations of the Hennepin County Assessor.

The Hennepin County Assessor's Office has an excellent track record in producing accurate and statistically equitable assessments in the cities we serve, and we appreciate your considerations of the attached materials.

A handwritten signature in black ink, appearing to read "J.R. Hoogland".

Joshua R. Hoogland, SAMA, MPA
Hennepin County Assessor
August 11, 2022

Executive Summary

The Hennepin County Assessor's Office currently contracts with the City of Wayzata to complete the assessment functions for the commercial, industrial and apartment properties and the attached draft contract proposal encompasses all properties in the city including residential, commercial, industrial and apartment property types for both taxable and exempt properties. The proposed costs for all assessing services are as follows: \$95,000 for assessment year 2023, \$103,000 for assessment year 2024, \$113,000 for assessment year 2025 and \$125,000 for assessment year 2026. This includes termination of contract number A210434 for commercial, industrial and apartment assessment services and cancelation of costs associated with it for the 2023 assessment. The proposed contract terms include a four (4) year term with the option for a four (4) year extension. This covers the 2023, 2024, 2025 and 2026 assessments for the City of Wayzata.

The Hennepin County Assessor's Office has a budgeted staff of 59 dedicated full-time employees including 13 commercial, industrial and apartment appraisers and 21 residential and agricultural appraisers. Our appraisal staff is experienced and educated to handle all appraisal problems throughout the county including several appraisers with expertise in appraising Lake Minnetonka communities and properties. Our staff has tremendous experience in serving similar jurisdictions as the City of Wayzata and can use that expertise to provide excellent service to the City of Wayzata and its residents. Each member of our appraisal teams is licensed to assess property in compliance with the Minnesota State Board of Assessing Officers and the State of Minnesota.

Michael Smerdon, State Board of Assessors license number 3150, is a leading expert in appraising Lake Minnetonka communities and analyzing assessment trends. Michael will be the principal appraiser leading the team responsible for the City of Wayzata residential assessment. The Hennepin County Assessor's teams and training provide excellent resource management to ensure all communities and taxpayers receive responsive service and accurate explanations in regard to assessment processes and trends.

As part of this proposal, the assessment of commercial, industrial and apartment properties within the City of Wayzata would continue to be performed by the same appraisal personnel lead by Assistant County Assessor, Ashley Gunderson, State Board of Assessors license number 3650.

Overall, the Hennepin County Assessor's Office staff appraisers are experienced in all facets of the assessment process including local and county board appeal processes, Minnesota Tax Court litigation, annual quintile and new construction data collection, diligent sales verification processing and fair and equitable assessment creation.

In addition to appraisal staff, the department's support teams ensure accurate data and analysis, compliance with assessment laws and standards and support of the assessment processes and office functions.

Assessing Services Description

Please refer to attachment titled “DRAFT Wayzata AY 2023 Assessment Services Agreement.” Exhibit A of the DRAFT agreement covers the major tasks that we as the City of Wayzata city assessor are committed to performing. We seek to exceed the statutory requirements and Minnesota Department of Revenue guidelines for assessment standards and results and maintain and embrace the standards listed in the annual Assessor Expectations document published by the County Assessor attached to this proposal.

Those tasks are also listed here.

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals; defend and/or negotiate all Tax Court cases.
13. Provide all computer hardware and software applications necessary to complete contracted services.

Qualifications

The Hennepin County Assessor's Office is contracted to serve as the city assessor in 34 cities. In addition, we are responsible for the annual assessments for the Minneapolis/St. Paul Airport and Fort Snelling.

The City of Wayzata will have a primary contact in Michael Smerdon, SAMA, Assessor License #3150. Michael is one of four Principal Residential Appraisers in our department. Michael oversees the work of staff and contracted appraisers in the Lake Minnetonka region of Hennepin County and is also the lead appraiser in other Lake Minnetonka jurisdictions.

In support of Michael as your primary contact, the remaining staff of our 59 full time employees in the Hennepin County Assessor's office will be committed to ensuring timely and accurate results of the City of Wayzata's assessments. All appraisers employed by the Hennepin County Assessor's department are adequately licensed through the Minnesota State Board of Assessors to perform assessing services.

Hennepin County Assessor staff are forbidden from performing outside work involving assessing, appraisal, real estate sales or brokerage, property management or any other fields that may present a conflict of interest in performing their appraisal and assessment duties within the cities we have contracted with.

I am including as an attachment to this proposal a list of the Hennepin County Assessing Contract Contact List. This lists all jurisdictions that currently contract with Hennepin County, the primary contact at each city, their contact information and when the contract began with the county to perform assessing services. I am including this list to assist with transparency and to provide the City of Wayzata with an opportunity to review references of our work and outcomes. Each of these contracts are full assessing services for either the entire city assessing functions or just the commercial, industrial and apartment assessing services as indicated in the document.

Our draft contract, "DRAFT Wayzata AY 2023 Assessment Services Agreement" is our standard base contract. Section 13 on page 6 describes our fee. Hennepin County only charges adequate fees to cover the work associated with the contracts and the specific City's assessment needs. Our proposal is for a four (4) year agreement with a four (4) year extension. This would cover assessment years 2023, 2024, 2025 and 2026.

The county is self-insured and does not carry any errors and omissions coverage.

Any member of our staff or myself are prepared to answer any questions the Mayor, Council Members, or City Administration may have on our assessing services. In addition, all staff of the County Assessor's Office are available at any time to work with the Mayor, Council, City Administration, City Staff, and property owners and taxpayers of the City of Wayzata. The office is staffed primarily during the hours of 7:30 AM to 5:00 PM during normal business days and can be available during public meetings as requested by the City of Wayzata to ensure officials and staff are informed of assessment trends and results. We are available via phone call, text or email to respond to any and all inquiries.

Attachments

Included with this proposal are additional documents to support the decision of the City of Wayzata on assessing services.

1. City of Wayzata Assessing Services Proposal
2. Why Hennepin
3. DRAFT Wayzata AY 2023 Assessment Services Agreement
4. Hennepin County Contract Contact List
5. Assessor Expectations 2023 Assessment

Contact information

Joshua R. Hoogland
Hennepin County Assessor
State Board of Assessors License #3165
300 S. 6th St. – MC213
Minneapolis, MN 55487
612-348-8853
joshua.hoogland@hennepin.us

Ashley Gunderson
Assistant Hennepin County Assessor – Commercial
State Board of Assessors License #3650
300 S. 6th St. – MC213
Minneapolis, MN 55487
612-596-7447
ashley.gunderson@hennepin.us

Michael Smerdon
Principal Residential Appraiser – Lakeshore Region
State Board of Assessors License #3150
300 S. 6th St. – MC213
Minneapolis, MN 55487
612-267-4480
michael.smerdon@hennepin.us



AGREEMENT

THIS AGREEMENT, made and entered into by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF "WAYZATA", a political subdivision of the State of Minnesota, hereinafter referred to as "CITY".

WHEREAS, said CITY lies wholly within the COUNTY OF HENNEPIN and constitutes a separate assessment district; and

WHEREAS, under such circumstances, the provisions of Minnesota Statutes, Section 273.072 and Minnesota Statutes, Section 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY is willing to cooperate with said CITY by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. The COUNTY shall perform the 2023, 2024, 2025, and 2026 property assessment for the CITY OF WAYZATA in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services

which are set forth in Exhibit A, attached hereto and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.

2. All information, records, data, reports, etc. necessary to allow the COUNTY to carry out its herein responsibilities shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

3. The CITY agrees to furnish, without charge, secured office space needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use at any and all times during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

4. The CITY also agrees to provide appropriate desk and office furniture as necessary copying machines and fax machines and their respective supplies, and telephone and internet service to the COUNTY, all without charge to the COUNTY.

5. It shall be the responsibility of the CITY to have available at the CITY's offices, or via telephone or teleconference, a person who has the knowledge and skill to be able to answer routine questions pertaining to homesteads and property assessment matters.

6. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status,

sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, CITY or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

10. The COUNTY shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort,

warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

11. Neither party hereto shall be deemed to be in default of any provision of this Agreement, or for delay or failure in performance, resulting from causes beyond the reasonable control of such party, which causes shall include, but are not limited to, acts of God, labor disputes, acts of civil or military authority, fire, civil disturbance, changes in laws, ordinances or regulations which materially affect the provisions hereof, or any other causes beyond the parties' reasonable control.

12. This Agreement shall commence on August 1, 2022 and shall terminate on July 31, 2026. Either party may initiate an extension of this Agreement for a term of four (4) years by giving the other written notice of its intent to so extend prior to March 1, 2026. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to, April 15, 2026 this Agreement shall terminate on July 31, 2026.

Nothing herein shall preclude the parties, prior to the end of this Agreement, from agreeing to extend this contract for a term of four (4) years. Any extended term hereof shall be on the same terms and conditions set forth herein and shall commence on August 1, 2026. Either party may terminate this Agreement: 1) immediately for "just cause", as defined herein, or 2) for any reason, upon providing 120 days prior written notice to the other party. If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment, to the extent the non-completion was not directly caused by a material breach of

this agreement by the County.

For the purpose of this Agreement, the term "just cause" shall mean the failure of any party hereto reasonably to perform a material responsibility arising hereunder.

13. In consideration of said assessment services, the CITY agrees to pay the COUNTY the sum of Ninety-Five Thousand Dollars (\$95,000) for assessment year 2023, the sum of One Hundred Three Thousand Dollars (\$103,000) for assessment year 2024, the sum of One Hundred Thirteen Thousand Dollars (\$113,000) for assessment year 2025, and the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) for assessment year 2026.

Payment for each assessment shall be made in the following manner: Approximately one-half (1/2) of the cost of an assessment (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than the fifteenth (15th) day of the November which precedes the pertinent assessment year; and the remaining portion of said cost (the amount payable being set forth in a bill sent by the COUNTY to the CITY) shall be paid by the CITY no later than July 15 of the pertinent year.

The COUNTY may bill the CITY after the aforesaid dates and in each such case, the CITY shall pay such bill within thirty (30) days after receipt thereof.

14. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: City Manager
 City of Wayzata
 600 Rice Street East
 Wayzata, MN 55391

TO COUNTY: Hennepin County Administrator

2300A Government Center
Minneapolis, MN 55487

copies to: Hennepin County Assessor
300 South 6th Street – MC 213
Minneapolis, MN 55487

.
Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

15. It is expressly understood that the obligations of the respective parties under Paragraphs 7, 8, 9, 12, and 13 hereof and the obligations of each party which, by their sense and context, are intended to survive the performance thereof by the same party, shall so survive the completion of performance, termination or cancellation of this Agreement.

THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this _____ day of _____, 2022.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Reviewed by County
Attorney's Office:

By: _____
Chair of the County Board

Date: _____

And: _____
Assistant/Deputy/County Administrator

ATTEST: _____
Deputy/Clerk of the County Board

CITY OF WAYZATA

By: To be signed electronically _____

Its _____

And: To be signed electronically _____

Its _____

EXHIBIT A
CITY OF WAYZATA

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the City – approximate dates: March through May 15.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
9. Maintain an updated property file – current values, classification data and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals; defend and/or negotiate all Tax Court cases.
13. Provide all computer hardware and software applications necessary to complete contracted services.



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.g
TITLE: Approval of School Resource Officer Agreement with Wayzata School District	
PROPOSED MOTION: To Approve the School Resource Officer Agreement between Independent School District 284, Wayzata School District, and the City of Wayzata	
PREPARED BY: Marc Schultz, Police Chief	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the annual agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The School District has agreed to pay the City for the equivalent of a half-time officer position, for the 2022-23 school year. The total sum of money will be based on the City's Master Police Contract, but it shall not exceed eighty-four thousand dollars (\$84,000) based on a full-time position and adjusted to 0.5 FTE for the 2022-2023. Both the revenue and labor cost as a result of this updated agreement have been assumed as a part of the 2022 General Fund Budget.

BACKGROUND:

The Wayzata Police Department provides the Wayzata School District with School Resource Officer (SRO) services at Wayzata West Middle School during the normally scheduled school year. In recent years, this position has been scheduled and compensated as a full-time position, with the SRO working at the Wayzata West Middle School every scheduled school day. Due to budget cuts, the Wayzata School District has elected to have only half-time officer coverage at both the Wayzata West and East Middle Schools during the 2022-2023 school year. This arrangement is guided by the attached draft annual contract.

The current proposed contract for the 2022-2023 school year uses the same language in the previous contracts with the exception that the position will be scheduled as a half-time officer. Similarly, the contract language illustrates that the City of Wayzata will be reimbursed for a half-time officer's salary inclusive of benefits, payable in two installments. All language in this draft contract is in line with Police Department policy. This contract was reviewed by the City Attorney.

ATTACHMENTS:

1. Wayzata and WPS SRO contract 2022-2023

**SCHOOL RESOURCE OFFICER AGREEMENT
BY AND BETWEEN
INDEPENDENT SCHOOL DISTRICT 284 AND THE CITY OF WAYZATA**

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") made this 1th day of July, 2022, by and between INDEPENDENT SCHOOL DISTRICT 284, (hereinafter "School District") and the CITY OF WAYZATA, a public corporation and political subdivision of the State of Minnesota (hereinafter "City").

RECITALS

1. The City and the School District desire to deter and prevent crime and violence within the West Middle School by engaging the services of Wayzata Police Department's peace officers to serve as school resource officers;
2. To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the City and the School District agree as follows:

TERMS

1. TERM AND TERMINATION. The term of this agreement shall be for a twelve month period from July 1, 2022 to June 30, 2023. This Agreement will automatically renew for a period of twelve calendar months (July 1 to June 30) unless either party provides written notice of termination to the other party on or before May 1. Either Party may terminate this agreement at any time for any reason upon a sixty (60) day written notice to the other party of such termination. In the event of an early termination, any payments due shall be prorated based on the daily rate set forth in section 4.

2. DEFINITIONS. The following definitions and terms apply to this Agreement.

- a. **"Additional services"** mean services that a peace officer provides, at the School District's request, outside the "school day," as defined in this Agreement. By way of example, but without limitation, a SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
- b. **"Exigent circumstances"** mean circumstances under which the courts permit peace officers to execute a warrantless search or seizure; circumstances under which a reasonable peace officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a peace officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.

- c. **“School Resource Officer” or “SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. **“SRO duties”** include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - identifying and advising on security vulnerabilities in the School District’s schools within the SRO’s knowledge;
 - visiting and inspecting high delinquency areas on school property;
 - being present and visible on school property;
 - deterring all forms of criminal activity on school property and at school sponsored events and activities;
 - serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
 - recovering lost or stolen property on school grounds;
 - enforcing all criminal laws on school property and at school sponsored events and activities;
 - apprehending and prosecuting criminals, including suspected criminals on school grounds;
 - responding to emergencies including, but not limited to, medical emergencies within their capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the School District;
 - meeting and collaborating with school administrators and School District administrators to develop and work toward mutually agreed upon goals;
 - use confidential student records only with the approval of a principal and in accordance with applicable laws;
 - making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.

- assist and testify in student discipline hearings as requested by School District administrators where the SRO has direct knowledge of the incident and applicable laws; and
 - other tasks as assigned by the Wayzata Police Department.
- e. **“School day”** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the School District calendar, which is published on the School District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 9:10 a.m. and ends at 4:00 p.m.. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty (40) hours in any workweek while still providing coverage, at the School District’s request, for school sponsored events or activities that occur outside the school day. The SRO will notify the District’s superintendent or his/her designee by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.
- f. **“School property”** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding school property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.

PAYMENT. The School District will pay the City for all of the SRO services provided to the School District during the term of this Agreement. Such payment will be based on the City’s Master Police Contract, but it shall not exceed a total of eighty-four thousand dollars (\$84,000), which amount is based on a full time rate, adjusted to 0.5 FTE under the 2022-2023 Master Police Contract for any given year, inclusive of benefits, per officer. The School District will pay the City in two equal installments. The City will invoice the School District for the first installment on January 1 for the SRO services provided up to that date, and the second installment on June 30 for the SRO services provided up to that date. The School District must pay each installment within 30 days of receiving each invoice. If this Agreement or any renewal of it is terminated early, the School District’s total payment to the City will be a prorated amount based on a rate based on the current Wayzata police master contract of for each day the Agreement was in effect.

INVOICE FOR ADDITIONAL SERVICES. School District administrators may request that the City assign one or more peace officers to provide “additional services” as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer’s wages for the hours worked while providing additional services, any resulting overtime costs, a prorated portion of the officer’s benefits for the hours worked while providing additional services, and the officer’s transportation costs directly associated with providing additional services. The City will submit an itemized invoice to the School District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services. Within thirty (30)

calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice for additional services, the School District will pay the undisputed amount within thirty (30) calendar days.

3. SCHOOLS TO RECEIVE SERVICES. The City will provide SRO services under this Agreement to the following school/s in Independent School District 284:

- a. West Middle School, 149 Barry Avenue North, Wayzata, MN 55391.

4. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS. The City will assign a licensed peace officer to West Middle School to perform SRO duties on a part-time basis (0.5 FTE) during each “school day,” as is defined in this Agreement, during the regular school year (approximately 170-175 school days) covered by the term of this Agreement. The number of officers serving in the SRO position at any of the School District’s three schools may be modified at any time by written agreement between the City and the School District.

- a. **Absences.** Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal’s designee if the SRO will be absent from the School District due to illness, vacation, training, or any other non-emergency reason. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO’s absences from the School District during school hours.
- b. **Extended Absences.** If an SRO is absent for more than ten (10) consecutive school days, the City will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO’s duties during any additional absences.
- c. **Vehicles, Equipment, and Training.** The City is responsible for providing, at its own expense, each SRO with a vehicle or mileage reimbursement and all necessary law enforcement equipment, including but not limited to clothing, uniforms, and electronic devices, within the City’s law enforcement budget to perform the SRO duties. The City is also responsible for providing training and education to all peace officers who are assigned to provide SRO services pursuant to this Agreement.
- d. **Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District’s Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District’s satisfaction that the concern has been addressed. If the concern has not been addressed to the District’s satisfaction after thirty (30) calendar days, the City will assign a different licensed peace officer to serve as the regular SRO under this Agreement. If the City refuses, the School District may immediately terminate this Agreement without notice and the School District’s payment to the City will be prorated as set forth in section 4.

5. SCHOOL DISTRICT RESPONSIBILITIES. In addition to making the payments described in this Agreement, the School District will have the following responsibilities:

- a. **Office Space.** The School District will provide office space for the SRO at the assigned school. At a minimum, the office space will be furnished with a desk, chair, filing cabinet that can be

locked, landline telephone, computer sufficient to handle the software needs related to the SRO's duties, keyboard, monitor, and internet access at the School District's expense. Any additional supplies and equipment shall be provided by the City at the City's expense.

- b. Guidance.** Through its administrators, the School District will provide guidance to the SRO as needed or requested.
- c. SRO Program Information.** The School District will provide the SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO program goals and objections. By way of example, but not limitation, the SRO will facilitate the "DARE" program.
- d. Notice of Illegal Activity.** Through its principals, the School District will inform the SRO, as soon as reasonably possible, of any suspected illegal activity. In the event the SRO is not immediately available, a principal or staff member may contact the City's Police Department. Any Principal or staff member in the School District who locates a dangerous weapon or illegal drug in the course of a search will turn it over to the SRO or other licensed peace officer. In the event no criminal or juvenile charges are filed, the SRO and City shall dispose of the contraband in the manner prescribed by City policy.
- e. Notice of Trespassers and Safety Concerns.** Through its administrators, the School District will inform the SRO, as soon as reasonably possible, of the names of specific individuals who are not permitted on School District property, as well as any anticipated safety concerns involving parents, students, or other individuals
- f. Notice of Disciplinary Hearings.** The School District will provide the SRO with reasonable advance notice of any disciplinary hearing that will require the SRO's attendance.
- g. Copy of School Regulations.** The School District will provide the City with a copy of applicable school regulations applying to students and District employees.
- h. Presence at School.** The School District will not assign the SRO to regularly assigned lunchroom or hallway monitoring duties. However, the SRO is highly encouraged to eat lunch with students and be present in the hallways as part of the School District and City's goal of developing positive relationships between the SRO and the school community

6. PROPERTY AND EQUIPMENT. Each party will maintain ownership of all property and equipment provided to the SRO or other party for and in furtherance of the purposes of this Agreement. Upon termination or expiration without renewal of this Agreement, any property and equipment so provided shall be returned to the party that owns and provided the property and equipment. Each party shall be responsible for damage to or loss of any property or equipment furnished thereby in furtherance of the purpose of this Agreement. Except for willful misconduct, each party waives the right to sue the other party for any damages to or loss of its property or equipment, even if the damages were caused wholly or partially by the negligence of the other party, its officers, agents, or employees. Neither party shall be liable or responsible to the other party for depreciation of any property or equipment.

7. DUTIES AND WORK SCHEDULE OF THE OFFICER. The peace officers serving as SROs pursuant to this Agreement shall perform SRO duties and services during regular school days and during other events,

activities, and meetings as agreed upon by the parties. The School District and City may develop and agree to a modified or different work schedule and new or additional SRO duties. Time spent by a SRO on SRO duties in excess of eight (8) hours in one day or forty (40) hours in one week will be on a specific, case-by-case basis and will require the advance approval of the City and the School District.

8. ADDITIONAL OFFICER DUTIES. The peace officers serving as SROs will respond to emergency calls, attend police training, and perform any other special duties as assigned by the City while fulfilling the SRO requirements under this Agreement.

9. CITY'S AUTHORITY. Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the Chief of Police. The Chief of Police is responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives. The City will retain its authority over officer standards of performance, conduct and discipline of officers, performance reviews, and other internal matters related to enforcement services. The School District shall provide the City with a written appraisal of the services rendered by the SRO at the end of each contract term. The School District shall immediately notify the City in writing of any performance deficiencies or inappropriate conduct of the SRO. All disciplinary action shall be under authority of the City. If the SRO's performance is deficient or the SRO engages in inappropriate conduct, the School District may request that a new officer be assigned by the City to the SRO position pursuant to the procedures set forth in paragraph 7(d) of this Agreement.

10. BACKGROUND CHECKS. The City must conduct, or have conducted, a criminal background check on all peace officers who will provide any services pursuant to this Agreement. The background check must be completed before the peace officer begins performing any services or the SRO position under this Agreement.

11. PROHIBITED ACTIONS. In the absence of exigent circumstances, a peace officer who is employed by the City, including the SRO, may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity, with the exception that a SRO who witnesses an incident or otherwise has information related to a non-criminal incident may be a witness in an investigation or hearing related to the incident. The SRO may not participate in any interviews with news media regarding incidents that occur on District property without the prior written permission of the Superintendent.

12. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement may be construed to create a partnership or joint venture between the School District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

13. SRO EMPLOYMENT STATUS. At all times and for all purposes, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may

be considered to be an official, employee, agent, educational service provider, or representative of the School District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs, including those assigned as SROs, and is solely responsible for all employment and administrative functions related to SROs and its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), PERA, FICA, other compensation and benefits, maintaining personnel records, and any labor disputes or grievances.

14. LIABILITY AND INDEMNIFICATION. Except for claims arising out of the willful misconduct or gross negligence of the other party, its officers, employees, officials, agents or representatives, each party shall be solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify, hold harmless, and defend the other party and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any act or omission of the party or its officers, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and neither party waives any defenses or immunities available under Chapter 466.

15. NOTICES. Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served three (3) business days after the same is deposited in the U.S. mail, registered or certified postage prepaid, and addressed as follows:

a. To the City:

Attn: Police Chief, Wayzata Police Department,
600 Rice St E
Wayzata, MN 55391

b. To the School District:

Attn: Executive Director of Finance & Operations, Business Office
220 County Road 101 N, PO Box 660
Wayzata, MN 55391

Either party may designate a different addressee or address at any time by giving written notice to the other party.

16. DATA PRACTICES. All government data that is collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act ("MGDPA"). The parties recognize that educational data maintained by the School District are protected under the MGDPA and under the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the School District is reporting a crime or another statutory exception applies, the School District may not disclose private educational data to a SRO without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District's responsibilities under FERPA.

The School District and the City agree that any use of body worn cameras by SROs must be subject to and in compliance with federal, state, and local laws and regulations and with Wayzata Police Department Policy. Any video recording or audio recording captured by an SRO's body worn camera and maintained by the Wayzata Police Department constitutes a record of a law enforcement unit and does not constitute educational data under the MGDPA or FERPA. All recordings captured on an SRO's body worn camera will be the property of the Wayzata Police Department and the School District shall not be responsible for their storage, maintenance, release, or disposal. The Wayzata Police Department is responsible for the storage, maintenance, release, and disposal of any recordings captured on an SRO's body worn camera and is responsible for any misuse of such recordings. The City agrees to indemnify, hold harmless, and defend the School District and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any recordings captured by an SRO's body worn camera.

17. NO UNLAWFUL DISCRIMINATION. The School District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the School District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.

18. WAIVER AND ENFORCEMENT. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

19. EQUAL DRAFTING. In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.

20. CHOICE OF LAW, FORUM, AND SEVERABILITY. This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

21. ENTIRE AGREEMENT, AMENDMENTS, AND EFFECT. This Agreement constitutes the entire agreement between the parties regarding the SRO position and duties and any additional services or responsibilities related thereto, and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied on any statements, promises, agreements, or representations that are not stated in this Agreement. No amendments or changes to this Agreement are valid and

effective unless set forth in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original

IN WITNESS WHEREOF, the City of Wayzata and the Independent School District #284 have caused this Agreement to be executed by their respective duly authorized officers. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF WAYZATA

By: _____

Mayor

By: _____

City Manager

Date: _____

INDEPENDENT SCHOOL DISTRICT 284

By: _____

Board Chair

By: _____

Superintendent

Date: _____



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.h
TITLE: Adoption of Resolution 39-2022 Approving Amendment to Development Agreement for Rooftop Plan at 401 Lake Street East	
PROPOSED MOTION: To Adopt Resolution 39-2022 Approving Amendment to Development Agreement for Rooftop Plan at 401 Lake Street East	
PREPARED BY: Emily Goellner, Community Development Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 39-2022 Approving Amendment to Development Agreement for Rooftop Plan at 401 Lake Street East.

FINANCIAL OR BUDGET CONSIDERATION:

There are not any financial implications of this specific request. The owner paid development fees for the project at 401 Lake Street East. All expenses of the City, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the owner.

BACKGROUND:

The owner of the building under construction at 401 Lake Street East is requesting a first amendment to the existing development agreement to incorporate a firepit table on the rooftop for private use.

The project was originally approved by the City Council on February 4, 2020, with deliberation about the rooftop area constituting the majority of the discussion. Council Members and public commenters emphasized the importance of the view across the top of the building from neighboring properties and the bluff. Multiple Council Members expressed a desire to prohibit rooftop furniture, but settled on approving the project with the condition that any furniture be seasonally removed. No firepit table was presented at that time.

Though City Code does not specifically regulate rooftop furniture, the City's Design Standards state that in the Lake Street and Bluff Districts no mechanical equipment shall be located on the roof deck, with the intention of preserving views of Lake Minnetonka (§ 909.10.A.1). The Design Standards at the time of project approval stated that garden terraces and other similar structures were encouraged. However, this language was removed when the current standards were adopted in 2021.

Resolution 07-2020 and the Development Agreement requires that "No furniture may be on the rooftop patio during the winter season, which runs from December 21 to March 20 of the calendar year".

The proposed firepit table is 12 feet 5 inches tall and located on the north side of the rooftop. The attached letter from the project architect states that the firepit table would be installed below the maximum building height allowed (35 feet including the glass railing on the rooftop) and would be removed from the roof during the winter months. A sample firepit table was shared with City staff to demonstrate that it is possible to disassemble the fire table into a few different pieces at the end of the season. The heaviest section would be approximately 235 lbs, which can be carried off the deck area.

A permanent gas would need to be installed in order to operate the firepit table. A building permit is required for the installation of a permanent gas line.

Meeting minutes from the City Council meeting on February 4, 2020 are attached for reference.

ATTACHMENTS:

1. RES 39-2022 Approving DA Amendment for Rooftop Plan at 401 Lake - with all Attachments

RESOLUTION NO. 39-2022**RESOLUTION APPROVING AMENDMENT TO DEVELOPMENT AGREEMENT
FOR ROOFTOP PLAN FOR PROJECT AT 401 LAKE STREET E**

WHEREAS, Lothenbach Properties VI, LLC (the “Applicant”) previously obtained City approvals for a project (the “Project”) on the property at 401 Lake Street E (the “Property”, legally described on Attachment A of this Resolution) and entered into a development agreement with the City for the Project that was fully executed and recorded on June 8, 2022 (the “Development Agreement”); and

WHEREAS, the Applicant has requested approval of the rooftop design, furnishings, and operational plan attached to this Resolution as Attachment B (the “Rooftop Plan”) and an amendment to the Development Agreement to include the Rooftop Plan with the previously approved plans for the Project that are specified in the Development Agreement (the “Amendment”).

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

A. Based on the materials submitted by the Applicant, City staff reports and presentations, and Council’s review of the Rooftop Plan, 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 Rooftop Plan and Amendment are consistent with previous approvals for the Project and the applicable standards and requirements of Wayzata’s Zoning Ordinance.

B. Based on the foregoing, the Rooftop Plan and Amendment are hereby **APPROVED**, subject to the following conditions:

1. The Applicant must secure all necessary building and other permits for execution of the Rooftop Plan, and follow all laws and regulations applicable to thereto, including building codes, land use regulations, and other City Code and policies.
2. The Applicant must ensure continued compliance, in all material respects, with the furnishing specifications and operational parameters set forth in the Plans.
3. The Applicant must enter into an amendment to Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that incorporates the approvals and conditions of this Resolution, and maintains all other terms and conditions of

previous approvals for the Project that are not superseded by the terms of this Resolution.

4. 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 16th day of August 2022.

Johanna Mouton, 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

Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property
Attachment B
Plans

Attachment A

Legal Description and Information of Property

Address	401 Lake Street E
PID	06-117-22-31-0103
Legal Description	Stephens' Rearrangement of Blocks 3 and 4 Townsite of Wayzata
Abstract or	Torrens
Certification NO.	1471810

DRAFT

Attachment B
Rooftop Plan

DRAFT

FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
By and Between
THE CITY OF WAYZATA, MINNESOTA
And
LOTHENBACH PROPERTIES VI, LLC

Effective _____, 2022

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into this ___ day of _____, 2022, by and between the CITY OF WAYZATA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and LOTHENBACH PROPERTIES VI, LLC, a Minnesota limited liability company (“Property Owner” or “Developer,” and together with the City, the “Parties”).

RECITALS

WHEREAS, the Property Owner obtained certain land use approvals for a Project on the property at 401 Lake Street E that is legally described on the attached **Exhibit A** (the “Property”) and in connection therewith, entered into a Development Agreement with the City that was fully executed by the Parties and recorded on June 8, 2022 (the “Development Agreement”);

WHEREAS, Property Owner, pursuant to City Council Resolution No. 39-2022 (the “Resolution”) has obtained approval of a rooftop plan for the Project; and

WHEREAS, a condition of such approval is entering into an amendment to the Development Agreement that incorporates the approvals and conditions of the Resolution, and maintains all terms and conditions of previous approvals for the Project that are not superseded by the approvals the Resolution.

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:

A. 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 Development Agreement or the Resolution.

B. Rooftop Plan. The plans for the design, furnishings, features and operation of the rooftop of the Project shall be in accordance with the plans on the attached **Exhibit B**.

All other terms and conditions of the Development Agreement, and all terms and conditions of previous approvals for the Project, that are not superseded by the terms of the Resolution or this Amendment shall remain unaltered and in full force and effect.

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

CITY OF WAYZATA, MINNESOTA

By _____
Johanna Mouton, Mayor

And _____
Jeffrey Dahl, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by Johanna Mouton, 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 _____, 2022.

Notary Public

LOTHENBACH PROPERTIES VI, 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 _____, 2022,
by _____, the _____ of LOTHENBACH PROPERTIES VI, LLC, a Minnesota corporation, on
behalf of the corporation.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____,
2022.

Notary Public

EXHIBIT A

Legal Description and Information of Property

Address	401 Lake Street E
PID	06-117-22-31-0103
Legal Description	Stephens' Rearrangement of Blocks 3 and 4 Townsite of Wayzata
Abstract or	Torrens
Certification NO.	1471810

DRAFT

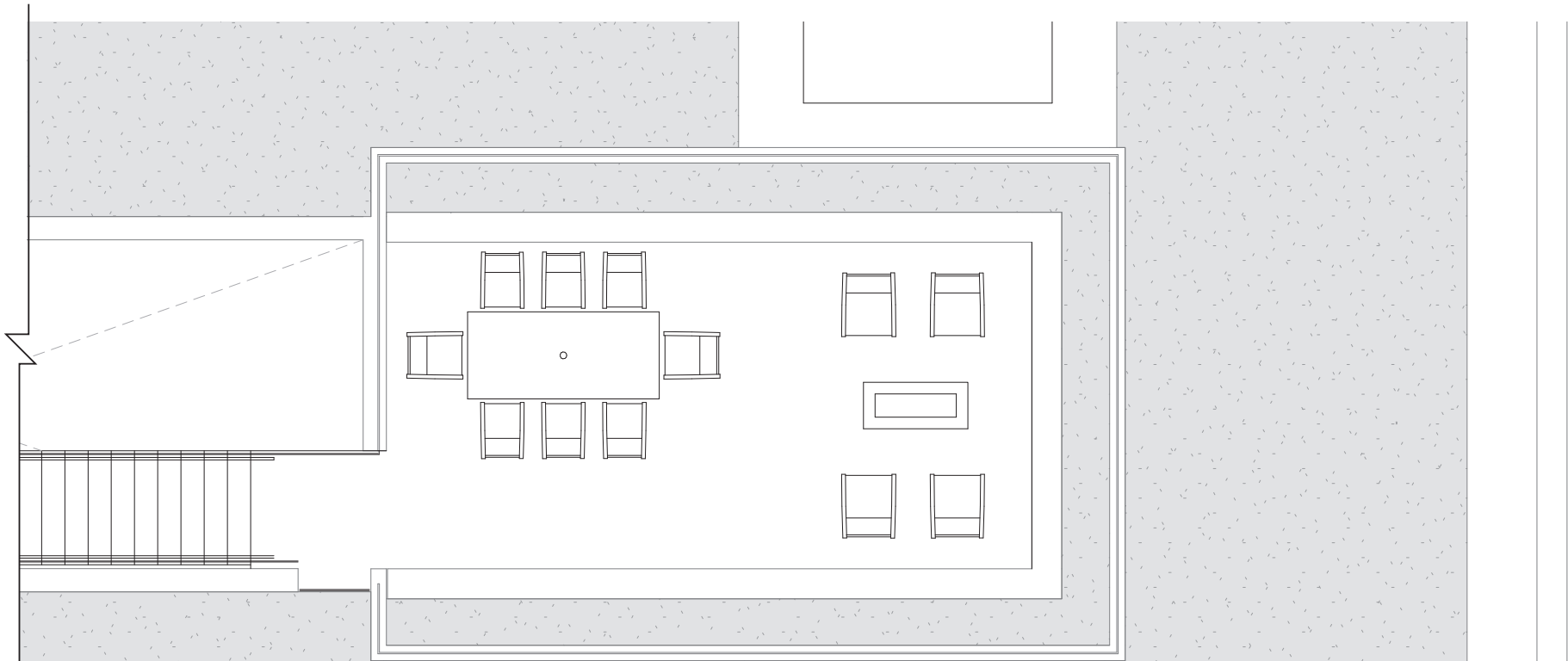
EXHIBIT B

Rooftop Plans

DRAFT

ROOF TOP | FURNITURE PLAN

Exhibit 'F'



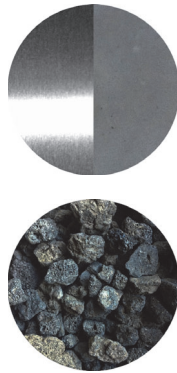
*ALL FURNITURE PROPOSED IS BELOW THE MAXIMUM BUILDING HEIGHT OF 35'-0" AND COMPLIES WITH LOCAL ZONING CODES. WAYZATA ZONING CODE STATES IN 909.09 A. "ALL DISTRICTS. "GREEN" ROOFS, ROOF GARDEN TERRACES, ARBORS AND OTHER SIMILAR STRUCTURES ARE ENCOURAGED ON ROOFS OF BUILDINGS.

THE PROPOSED FURNITURE MEETS THE INTENT OF THE EXECUTED DEVELOPER AGREEMENT AS STATED IN SECTION 1, PARAGRAPH F, "...LIMITS THE HEIGHT OF ANY ROOFTOP PATIO FURNITURE TO THE HEIGHT OF THE GLASS SAFETY RAIL AND REQUIRES THE REMOVAL OF SUCH FURNITURE DURING THE WINTER SEASON...

THE PROPOSED FURNITURE MEETS THE INTENT OF THE EXECUTED DEVELOPER AGREEMENT AS STATED IN SECTION 3, " ROOFTOP TERRACE. ANY FURNITURE ON THE ROOFTOP TERRACE OF THE BUILDING TO BE CONSTRUCTED AS PART OF THE PROJECT SHALL BE NO TALLER THAN THE HEIGHT OF THE GLASS RAILING AS DEPICTED IN THE APPROVED PLANS FOR THE ROOFTOP TERRACE. SUCH FURNITURE (I) SHALL BE IN KEEPING WITH THE DESIGN AND AESTHETICS OF THE BUILDING, (II) MUST BE MADE OF A HIGH-QUALITY, DURABLE MATERIAL, AND (III) MUST BE PROPERLY WEIGHTED TO GUARD AGAINST TIPPING AND BLOWING AWAY. NO FURNITURE MAY BE ON THE ROOFTOP PATIO DURING THE WINTER SEASON, WHICH RUNS FROM DECEMBER 21 TO MARCH 20 OF THE CALENDAR YEAR."

ROOF TOP | NEW FURNITURE

Exhibit 'F'



FIREPIT TABLE

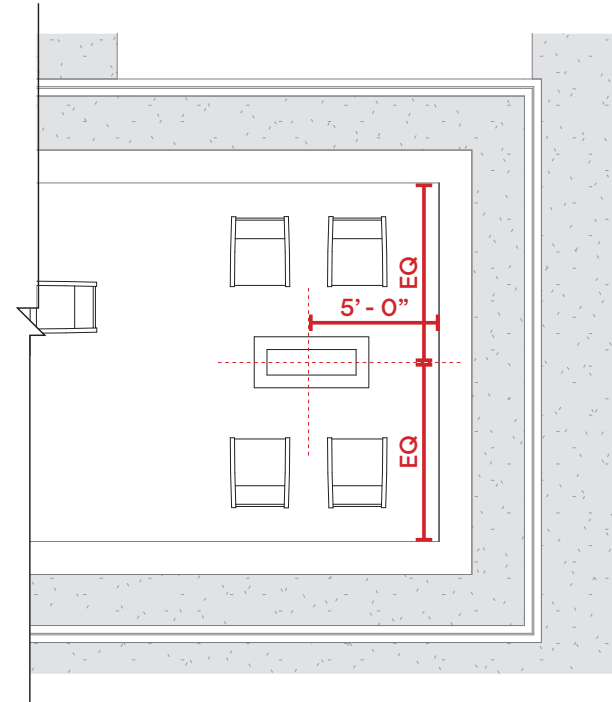
Manuf: Paloform

Name: Robata Linear Fire Pit + Cover

Finish: Ash + Stainless with Black Lava Pebble

Size: 24" d x 54" w x 12.5" h

Qty: 1



FIREPIT TABLE LOCATION



Dear Wayzata City Council Members,

In conformance with the Developer Agreement Dated May 5th, 2020, between The City of Wayzata and Lothenbach Properties VI, LLC and local zoning codes, the Owners of 401 Lake Street propose to place furniture on their rooftop patio. There is no stipulation in local codes or the Developer Agreement that furniture styles, brands and layout be submitted for review. The Wayzata Planning Department has however requested City Council approval of the fire table. The attached Exhibit 'F' illustrates the requested information per that request. All furniture proposed will be installed below the maximum building height and will be removed from the roof during the winter duration, which runs from December 21st to March 20th of the calendar year. On behalf of Lothenbach Properties VI, LLC, please accept this letter and Exhibit 'F' for approval of the 401 Lake Street rooftop furniture package and amendment of the Developer Agreement Dated May 5th, 2020.

Regards,

Ryan Fish, AIA, LEED AP

Director of Projects | Architect

Licensed in MN

612.203.2628

PKA. ARCHITECTURE

Minneapolis, Minnesota

612.353.4920

www.pkarch.com

1 Mr. Kieser stated the Committee was asking for approval to submit an application
2 on behalf of the City to Xcel Energy's Partners in Energy program. The program would
3 set a strong framework for the Committee to work on over the next two years. The program
4 would also allow the Committee to utilize resources from Xcel Energy as well as the Center
5 for Energy and Environment.

6 Mr. Buchanan, Council Liaison to the Committee, explained the Committee was
7 introduced to the program in January, and thought it would give them a lot of horsepower
8 to achieve goals. The plan would be unique to Wayzata's needs and very robust, but all at
9 no cost to the City.

10 Tami Gunderzik, Xcel Energy Program Manager, talked about the program's
11 scope, community benefits, Energy Action Plan, resources, Xcel's benefits, examples, and
12 Energy Action Team.

13 Mr. Plechash asked for context on the conservation savings that were shown. Ms.
14 Gunderzik said it was very hard to quantify, but one Gigawatt hour reduction would save
15 around \$1 million.

16 Mr. Buchanan asked how many applications they accepted. Ms. Gunderzik
17 answered that they accepted three applications every six months.

18 Mayor Willcox asked how broad the plans were. Ms. Gunderzik explained the
19 plans were based on focus areas determined by the Energy Action Team from the
20 community. Mayor Willcox asked if the program would ever result in mandates from the
21 City to residential or commercial users. Ms. Gunderzik said it would not from their
22 guidance; however, some cities do look at policy changes.

23 Mr. Koch asked who the point person would be. Mr. Dahl said the staff liaison was
24 Mr. Kieser. Mr. Buchanan added the Committee planned to take the lead and keep staff
25 time to a minimum.

26 Mayor Willcox asked for a motion on the request. Mr. Koch made a motion,
27 seconded by Mr. Buchanan, to authorize staff to submit a Partners in Energy program
28 Application to Xcel Energy on behalf of the City. The motion carried 5/0.

29
30 **b. Consider Adoption of Resolution 07-2020 Approving Variances, Design, and**
31 **Shoreland Impact Plan/Conditional Use Permit for Lothenbach Family**
32 **Offices at 401 Lake Street East**

33 PeggySue Imihy, Consultant Planner, presented the development application from the
34 applicant, Peterssen Keller Architecture, and the property owner, Lothenbach Props VI,
35 LLC, to redevelop the property at 401 Lake Street East. She talked about the surrounding
36 neighborhood; zoning; 2030 Comprehensive Plan and draft 2040 Comprehensive Plan;
37 existing site and conditions; proposed renderings; the development application and
38 corresponding requests; proposed first, second, third, and rooftop floor plans; tree
39 preservation; parking; neighborhood meeting and public comment; Planning Commission
40 meetings and recommendation; and, action steps for the Council as they considered the
41 application.

42 Mr. Koch asked if most properties in the area complied with the 2.0 Floor Area
43 Ratio standard of the Zoning Ordinance. Ms. Imihy said there was a mix of buildings that
44 do and do not. He asked if the Floor Area Ratio would apply if the request was a Planned
45 Unit Development. Ms. Imihy answered no.

1 Mayor Willcox asked if the developer would need to apply for a permit from
2 Minnehaha Creek Watershed District. Ms. Goellner explained the City would review and
3 provide the permit on behalf of the Watershed District. Mayor Willcox asked about the
4 glass guardrail on the roof of the building and height. Ms. Imihy said the building height
5 was measured to the top of the guardrail. The full building including guardrail was under
6 35 feet.

7 Mrs. McCarthy asked if the Conditional Use Permit would run with the property if
8 it was sold. Ms. Imihy said yes. Mrs. McCarthy asked about ensuring maintenance of the
9 green roof. Mr. Schelzel answered that long-term maintenance could be addressed in the
10 development agreement.

11 Mayor Willcox invited the applicant to address the Council on the application.

12 Greg Keup, Lothenbach Properties, noted they would apply for Tax Increment
13 Financing to help with some of the costs related to the project.

14 Gabriel Keller, Peterssen Keller Architecture, said the project had been a long
15 process because it was complicated. The goal was to create a heritage building that was
16 evocative of a bank building in a small town long ago with materials that would last. He
17 encouraged the Council to embrace green roofs. They help with stormwater and heat in
18 the summer. He explained that retail and parking were competing priorities and they chose
19 to prioritize parking.

20 Mrs. McCarthy asked if the awning over the entrance to the building on Lake Street
21 would require an easement. Ms. Goellner said the awning could be removed so it would
22 require an encroachment permit for a temporary structure.

23 Mr. Plechash asked what the roof would be used for. Mr. Keller said there would
24 be an internal courtyard with a stair that goes to the top. People would be able to access
25 the roof to see the green roof or watch the sunset.

26 Mrs. McCarthy asked if the elevator would go to the roof. Mr. Keller said that it
27 would not.

28 Mayor Willcox asked what was planned for the roof patio. Mr. Keller said there
29 was not any structures planned. Mayor Willcox said this project was in the Manitoba Bluff
30 area, and that views were important. Mr. Keller thought the green roof was a tremendous
31 benefit to the view.

32 Mayor Willcox noted that several persons indicated that they wished to provide
33 additional comments on the application, and he invited them to address the Council.

34 Darren Schmitt, 320 Manitoba Avenue, said the project had evolved a lot since the
35 beginning. He requested, as his building located behind this one, that no furniture be
36 allowed above the 35-foot height limit. He also requested that the screening of the parking
37 area be expanded to include the trash and recycling area.

38 Charles Nolan, 315 Manitoba Avenue, noted he had submitted a letter and some
39 issues he had raised had been addressed. His stated that his biggest concern was the rooftop
40 terrace. He asked the Council to add conditions to any approval that would limit abuse of
41 the terrace.

42 Mrs. McCarthy asked for the dimensions of the rooftop terrace. Ms. Imihy said
43 450 square feet. Mrs. McCarthy asked about regulating rooftop furniture. Ms. Imihy stated
44 another project were the City had done so had included mechanicals on the roof which
45 allowed the City to address through existing regulations. Mr. Schelzel added the referenced
46 project was a Planned Unit Development which also gave the City more authority to

1 regulate what went on the roof. He added in this case, there would need to be a rough
2 proportionality to the impact created by the variances for any condition tied to an approval,
3 and any condition on the requested CUP would need to be reasonable and to protect the
4 general welfare, public health, and safety.

5 Mayor Willcox asked for Council comments.

6 Mr. Koch said it was a beautiful building and a great addition to the area. He asked
7 Mr. Schelzel if he was indicating that the Council did not have the authority to regulate the
8 rooftop terrace. Mr. Schelzel said the Council generally had that authority; however, so
9 far nothing had been identified by staff in the proposal that was not compliant with current
10 code regulations for rooftops. Mayor Willcox said because the project requested variances,
11 Council was authorized to add conditions tied to those requests. Mr. Schelzel agreed.

12 Mr. Plechash said he thought the variances requested were reasonable. He said the
13 roof was characterized by the applicant as an observation deck, and he was fine with adding
14 a condition to not allow furniture on the rooftop terrace.

15 Mrs. McCarthy said the applicant had done a great job with tackling the parking
16 issues and building height. She was in support of the project with conditions in regard to
17 the rooftop terrace furniture.

18 Mr. Buchanan said he loved the project and appreciated the need for parking. He
19 liked the green roof and thought the variances requested were reasonable. He understood
20 the objections to the rooftop furniture, but did not know how to best regulate it.

21 Mayor Willcox agreed it was a great project. He was in favor of getting rid of the
22 rooftop terrace, but if it stayed wanted to restrict all furniture. He also wanted to add
23 screening in regard to trash and recycling to Condition No. 5 of the draft approval
24 resolution.

25 Mrs. McCarthy thought restricting all furniture made the patio useless.

26 Mr. Dahl, after hearing the Council's discussion, suggested giving the developer a
27 chance to weigh in.

28 Mr. Schelzel added that if the developer was willing to address the concerns raised
29 by Council with respect to the rooftop terrace furniture, it could be memorialized as part of
30 the development agreement.

31 Mr. Keller said the height of the glass railing around the rooftop terrace at 42 inches
32 blocked the wind and rooftop furniture was always weighted. He explained they had not
33 had a long discussion with their client concerning the use of the terrace; however, he noted
34 that Wayzata's code encouraged green roofs, garden terraces, and similar structures on
35 roofs. If there was furniture, it would be high-quality teak that would be taken inside for
36 winter. Also, access to the roof was for the main office located within the building only.

37 Mayor Willcox said the City did encourage green roofs; however, in this area the
38 views were sacred.

39 Mr. Buchanan asked if the City regulated rooftop space and balconies currently.
40 Ms. Goellner said no.

41 Mr. Keup noted that building could have been 35 feet tall without the glass railing
42 under City code. He said he was willing to keep the height of the rooftop terrace patio
43 furniture at or below glass railing.

44 Mayor Willcox asked for a motion on the draft resolution. Mr. Koch made a
45 motion, seconded by Mr. Buchanan, to Adopt Resolution No. 07-2020, Approving F.A.R.
46 and Retail Variances, Project Design, and SIP/CUP for 401 Lake Street East, with

1 additional conditions on the suggested screening and on the rooftop terrace furniture that
2 the Applicant had stated they would be willing to adhere to.

3 Mr. Schelzel clarified the conditions of the Resolution, namely that additional
4 screening to trash and recycling would be added to Condition No. 5, and that the
5 development agreement would incorporate standards related to the rooftop terrace furniture
6 height and requiring seasonal removal. Mr. Koch and Mr. Buchanan agreed and accepted
7 the clarification to the motion.

8 Upon roll call vote, the motion carried 4/1 (Willcox).
9

10 **c. Consider Adoption of Resolution 08-2020 Approving Planned Unit**
11 **Development General Plan, Rezoning, Design, Preliminary Plat, and**
12 **Shoreland Impact Plan/Conditional Use Permit and Approval of First Reading**
13 **of Ordinance 796 (Rezoning) for North Lake Townhomes at 215 Walker**
14 **Avenue S and 529 Indian Mound East**

15 Ms. Imihy presented the development application from the applicant, Walker Partners
16 Limited Partnership, and the property owner, RE Clark Land Invest, LLC, to redevelop the
17 properties at 215 Walker Avenue South and 529 Indian Mound East. She talked about the
18 surrounding neighborhood; zoning; the 2030 Comprehensive Plan land use and Draft 2040
19 Comprehensive Plan land use; existing site and conditions; the previous site plan and
20 proposed plan; renderings; the approval requests in the Application; tree removal; the
21 Planning Commission's meetings and recommendation; and, action steps for the Council
22 as they considered the application.

23 Mrs. McCarthy asked why the City Engineer recommended not including the
24 exposed aggregate sidewalk. Ms. Imihy explained there would be a sidewalk, but that it
25 would be more residential in design, and not utilize exposed aggregate similar to Lake
26 Street. Mrs. McCarthy asked if the five-foot setback was from the curb. Ms. Imihy
27 answered the right-of-way was not included in the setback. Mrs. McCarthy asked if the
28 units would be aligned with the other properties on the street. Ms. Imihy said there was a
29 15-foot right-of-way and a five-foot setback so 20-feet from the back of the curb.

30 Mayor Willcox asked how to ensure maintenance happened on the large number of
31 permeable pavers proposed as part of the project. Ms. Imihy said the townhomes would
32 have an owners' association, and that the maintenance would be the responsibility of the
33 association. She said inspections could be required as part of the development agreement.
34 Mr. Schelzel added the maintenance requirement could be incorporated as part of the
35 development agreement. He said he could work with Director of Public Works/City
36 Engineer Kelly to come up with the best approach and inspection schedule.

37 Mr. Koch asked for clarification on the location of the air conditioner units. Ms.
38 Imihy said the units would be behind the homes. Mr. Koch asked if this was the best
39 location to mitigate noise. Ms. Imihy said the units were pretty quiet, and that there were
40 more concerns over trash and traffic.

41 Mayor Willcox invited the applicant to address the Council on the application.

42 Terry Schneider, 15333 Boulder Creek Dr., Minnetonka, project developer, stated
43 he appreciated bringing back a different project that addressed the Council's concerns. He
44 talked about the location of the air conditioner units. He said they had relocated the units
45 to between the homes with the exception of Lot-1, and thought this met the spirit of the
46 Planning Commission's condition.



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 7.i
TITLE: Adoption of Resolution 40-2022 Accepting Donation from the Wayzata Lions Club	
PROPOSED MOTION: To Adopt Resolution 40-2022 Accepting Donation from Wayzata Lions Club	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 40-2022 as presented.

FINANCIAL OR BUDGET CONSIDERATION:

The \$41,000 donation to the Fire Department is part of the Lion's annual contribution to the Fire Department and will be relayed to the City's Fire Department Pull Tab Fund to be used for future equipment purchases.

BACKGROUND:

The Board of the Wayzata Lions Club voted to award the donation of \$41,000 to the Fire Department. State Statutes mandate that donations such as these must be accepted via resolution.

ATTACHMENTS:

1. Resolution 40-2022

CITY OF WAYZATA

RESOLUTION NO. 40-2022

RESOLUTION ACCEPTING DONATION FROM WAYZATA LIONS CLUB

WHEREAS, Minnesota Statute §465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution; and

WHEREAS, said donations must be accepted by a resolution adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wayzata to accept the following donation:

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Wayzata Lions Club	Fire Department	\$41,000

BE IT FURTHER RESOLVED that the Wayzata City Council sincerely thanks the above-named for their generous donation and commitment to the community.

Adopted by the Wayzata City Council this 16th day of August, 2022.

Johanna Mouton, Mayor

Attest: _____
Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 40-2022 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on August 16, 2022.

Kathy Leervig, City Clerk

SEAL



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 8.a
TITLE: Consider Adoption of Resolution 38-2022 Approving Design of Panoway Phase 2A (Boardwalk & Docks) and Phase 2B (Section Foreman House) and Directing Staff to Prepare Construction Documents and Permit Applications	
PROPOSED MOTION: To Adopt Resolution 38-2022 Approving Design of Panoway Phase 2A (Boardwalk & Docks) and Phase 2B (Section Foreman House) and Directing Staff to Prepare Construction Documents and Permit Applications	
PREPARED BY: Emily Goellner, Community Development Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of the attached resolution.

FINANCIAL OR BUDGET CONSIDERATION:

The timeline and budget are attached, which have remained unchanged since the last review by City Council at a Workshop on June 21. Refinements to the budget are anticipated this fall.

- Phase 2A design work is funded by State of Minnesota Bond Funds. Ultimately, the construction will be funded through a combination of bond funds and increment from City TIF districts. Maintenance and operations for 10 years will be funded by the Wayzata Conservancy.
- Phase 2B design work has been fully funded by The Wayzata Conservancy. The construction and maintenance and operations of phase 2B is to be funded by the Wayzata Conservancy but those expenses are not fully funded at this time.

BACKGROUND:

There are five phases of a design process:

1. Schematic Design
2. Design Development
3. Construction Documents
4. Bidding
5. Construction Administration

City staff, in collaboration with multiple consultants, have recently completed the design development phase, along with some design validation of certain components of the project, for Panoway Phase 2A and 2B:

- Panoway Phase 2A: Boardwalk and Docks, designed by Civitas, led by Scott Jordan
- Panoway Phase 2B: Section Foreman House, designed by Cushing Terrell, led by Rebecca Muchow

The timeline and budget are attached, which have remained unchanged since the last review by City Council at a Workshop on June 21. Refinements to the timeline and budget are anticipated with the next phase of work.

Upon completion of the design development phase, it is best practice to present the outcomes to the project owner and decision-makers. Staff has prepared a Resolution for consideration that:

- Approves the completion of the design development phase of Panoway Phase 2A & 2B
- Directs staff to begin the construction document phase for Panoway Phase 2A & 2B
- Directs staff to submit permit applications to regulatory agencies for Phase 2A

Scott Jordan (Civitas), Rebecca Muchow (Cushing Terrell), and Jessie Houlihan (Onyx Strategic Partners) will be present at the meeting on August 16 to present the outcomes of the design development phase and provide a preview of the work to be completed in the construction document phase. Onyx Strategic Partners has been assisting City staff with project management, pre-construction planning, and preparatory work for the anticipated bidding process.

Attached is a more detailed description of the aforementioned process by Mr. Jordan, highlights of the community engagement results, summary of recommendations for Phase 2A, summary of updates made to the Section Foreman House by Cushing Terrell during the design development phase, plan set for the Section Foreman House, and a summary of the work underway by Onyx Strategic Partners.

ATTACHMENTS:

1. RES 38-2022 Approving Design of Panoway Phase 2A & 2B
2. Timeline and Budget - Panoway on Wayzata Bay
3. Panoway Phase 2a and 3 Design Validation Summary and Infographics by Civitas
4. Section Foreman House Design Presentation and Plan Set by Cushing Terrell
5. Design and Construction Update by Onyx Strategic Partners

RESOLUTION NO. 38-2022**RESOLUTION APPROVING DESIGN OF PANOWAY ON WAYZATA BAY PHASE 2A (BOARDWALK & DOCKS) AND PHASE 2B (SECTION FOREMAN HOUSE) AND DIRECTING STAFF TO PREPARE CONSTRUCTION DOCUMENTS AND PERMIT APPLICATIONS**

WHEREAS, Panoway on Wayzata Bay is a multi-phased strategic priority for the City of Wayzata to Maintain and Enhance Community Amenities; and

WHEREAS, Panoway's core objectives are to improve the lakeside ecosystem, provide greater public access to Lake Minnetonka, preserve Wayzata's history, promote art and urban greenspace, and keep downtown commerce vibrant; and

WHEREAS, after more than a decade of community engagement, design, and construction, Panoway Phase 1 was completed in 2020 and included the transformative reconstruction of Lake Street; and

WHEREAS, Panoway Phase 2A includes a 1,500 foot-long Boardwalk, stretching along restored shoreline of Lake Minnetonka from the Section Foreman House to the Depot with two lakeside overlook terraces or "step downs", as well as a replacement of Community Docks; and

WHEREAS, the City selected Civitas as the landscape architecture firm to design Phase 2A; and

WHEREAS, Civitas completed the schematic design of phase 2A in 2016 and begin a process to validate final design details in 2022; and

WHEREAS, the design validation process in 2022 included additional extensive engagement with community members and City Council; and

WHEREAS, Phase 2B is the Section Foreman House a historic home for railroad foreman to be restored and repurposed into a new lakefront learning center; and

WHEREAS, the schematic design package and architectural set prepared by Cushing Terrell was approved in May 2022; and

WHEREAS, the Section Foreman House Design Review Committee conducted meetings and provided feedback to the design team; and

WHEREAS, upon conclusion of the design development phase, the construction documents phase may commence, which includes the production of construction

documents and the submittal of environmental permit applications to required regulatory agencies.

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

A. Based on the foregoing, the City Council of the City of Wayzata hereby finds, confirms and memorializes that the design development phase of Panoway Phase 2A and 2B is validated, completed, and **APPROVED**.

B. Based on the foregoing, the City Council of the City of Wayzata hereby directs staff to prepare construction documents and submit permit applications for Phase 2A and 2B.

Adopted by the Wayzata City Council this 16th day of August 2022.

Johanna Mouton, 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 August 16, 2022.

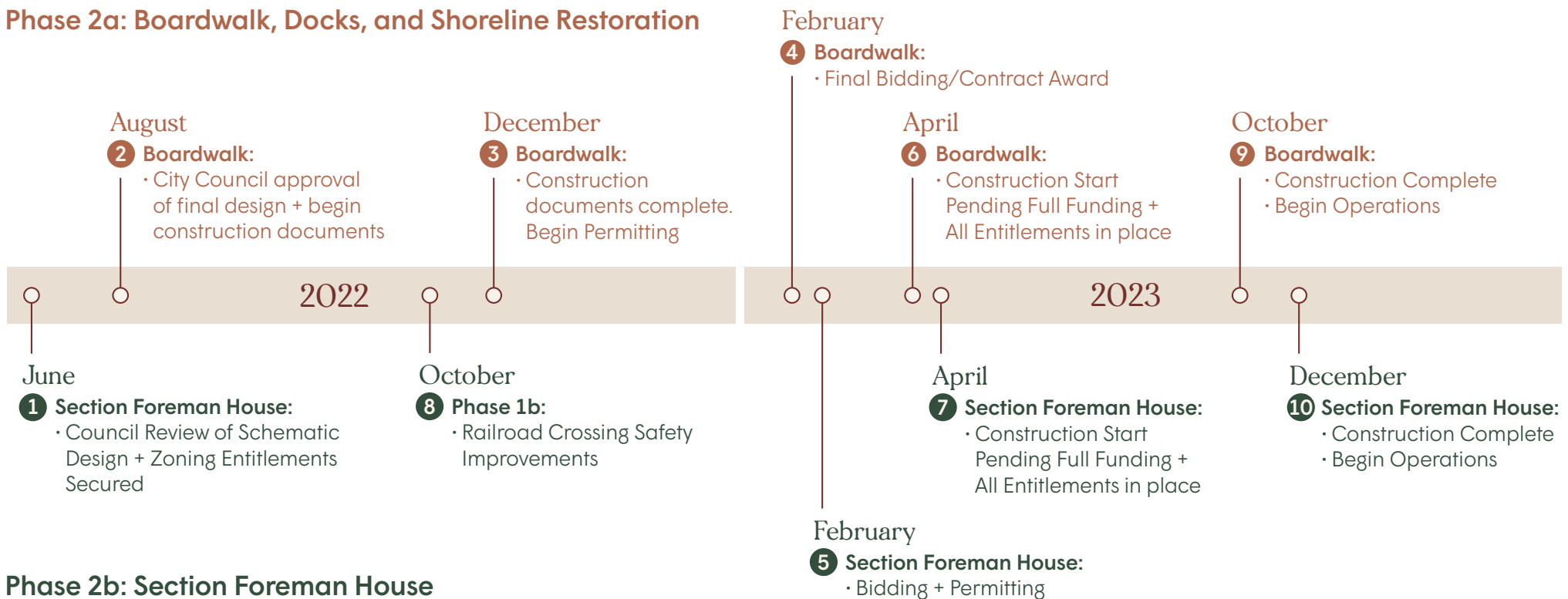
Kathy Leervig, City Clerk
SEAL



PANOWAY

ON WAYZATA BAY

Phase 2a: Boardwalk, Docks, and Shoreline Restoration



ALL FUTURE PROJECTS SOURCES & USES

	Phase 2a		Phase 2b	Phase 3		TOTAL Assuming Separated
	Boardwalk & Shoreline	Docks	Section Foreman House	Depot Park	Eco Park & Boardwalk Loop*	
HARD COSTS						
Construction	\$ 4,470,000	\$ 480,000	\$ 616,000	\$ 1,870,000	\$ 1,680,000	\$ 9,116,000
Additional Amenities not in current plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CM Fee	\$ 600,000	\$ 160,000	\$ -	\$ 370,000	\$ 300,000	\$ 1,430,000
General Conditions	\$ 120,000	\$ 50,000	\$ 90,000	\$ 160,000	\$ 110,000	\$ 530,000
Escalation to Fall 2023	\$ 450,000	\$ 40,000	\$ -	\$ 120,000	\$ 110,000	\$ 720,000
Contingency	\$ 450,000	\$ 40,000	\$ -	\$ 120,000	\$ 110,000	\$ 720,000
FFE			\$ 100,000			\$ 100,000
Subtotal Hard Costs	\$ 6,090,000	\$ 770,000	\$ 806,000	\$ 2,640,000	\$ 2,310,000	\$ 12,616,000
SOFT COSTS						
Design	\$ 530,000	\$ -	\$ 110,000	\$ 180,000	\$ 140,000	\$ 960,000
Design Add-Ons			\$ 16,000			
Historic Consultant			\$ 78,000			
Community Engagement						\$ 30,000
Subtotal Soft Costs	\$ 530,000	\$ -	\$ 204,000	\$ 180,000	\$ 140,000	\$ 990,000
TOTAL PROJECT COST	\$ 6,620,000	\$ 770,000	\$ 1,010,000	\$ 2,820,000	\$ 2,450,000	\$ 13,606,000
10 YR M&O RESERVE	\$ 160,000	\$ -	\$ 260,000	\$ 610,000	\$ 260,000	\$ 1,290,000
TOTAL W/ADMIN & OPERATIONS	\$ 6,780,000	\$ 770,000	\$ 1,270,000	\$ 3,430,000	\$ 2,710,000	\$ 14,896,000
SOURCES OF FUNDS						
2020 State Bond Allocation	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000
Future State Bond Allocation (2022)		\$ -	\$ -	\$ 3,000,000	\$ 2,000,000	\$ 5,000,000
TIF	\$ 2,620,000					\$ 2,620,000
City Lakefront Fund (From CIP)	\$ -	\$ 770,000				\$ 770,000
Other Public Funds (Grants)						\$ -
Private Grants			\$ -			\$ -
Private or Other	\$ 160,000	\$ -	\$ 1,270,000	\$ 430,000	\$ 710,000	\$ 2,570,000
TOTAL SOURCES OF FUNDS	\$ 6,780,000	\$ 770,000	\$ 1,270,000	\$ 3,430,000	\$ 2,710,000	\$ 14,960,000
*Portion that is Boardwalk Loop					1,250,000	
*Portion that is Eco Park					\$ 430,000	

Panoway Phase 2a and 3 Design Validation Summary

With the successful completion Panoway Phase I in fall of 2020, the city engaged Civitas, a landscape architecture and urban design consulting firm, to complete the design validation (phase 2a – Boardwalk and Community Docks, and phase 3 – Eco Park and Depot Park) and construction documents and construction phase services for phase 2a in November of 2021.

Panoway on Wayzata Bay is an initiative to restore, protect and enhance Wayzata's downtown lakefront. The multi-phase project will transform the public shoreline on Lake Minnetonka, enhancing the lakefront experience and preserving it for years to come. Panoway project staff completed community engagement in the spring and summer of 2022 to confirm the design plans for Panoway Phase 2a and portions of Phase 3, to gather input on community preferences for key design details, and to share information and build excitement.

As part of these efforts, the project team asked for community preferences on the following:

Phase 2A

- **Step-downs:** Support for step-downs (water access from the Lake Walk) and preferences for their location
- **Deck material characteristics:** Decking material values (prioritize cost savings, minimizing maintenance, promoting sustainability, etc.)
- **Community docks:** Preferences for dock usage (public vs. transient) and slip sizes

Phase 3

- **Depot Park Restroom:** Support for a new restroom and preferences on location
- **Depot Park Garden:** Support for community garden reconfiguration
- **Eco Park:** Support for enhancements to wetlands and marshlands for educational purposes
- **Lakeshore restoration:** Preferences and values around lakeshore restoration (maximize restoration, include it but within the budget)

Public Engagement

To ensure active public participation, the design team and their engagement consultant Zan Associates developed a proactive promotional strategy. Utilizing a combination of promotional mailers delivered to every Wayzata household, a variety of social media and web-based promotions, personal visits to downtown businesses, and promotional sandwich boards placed along the Panoway phase 1 improvements, overall community awareness and participation was high at both community events and for the online survey.

Community Event #1- Community Open House

On May 10, 2022 an in-person public open house was held for the interested community members. During the event, the design team gave a short presentation followed by time for one-on-one discussion. Display material included large poster boards that held images of the proposed designs and there were large interactive table plots where community members could add comments and votes for preferences on restroom locations, step down locations, and deck material priorities. Residents were encouraged to chat with the project team, ask questions, and provide comments. The open house was promoted with a citywide mailing and with flyers available in public places. A total of 49 community members signed in at the welcome desk, however many more attended without signing in.

Online Survey

An online survey with questions on key topics was live from May 10 through May 31, 2022. 240 people completed the survey. The survey was promoted through email, the project website, and through flyers handed out during the in-person engagement activities. The summary of what was heard during the open

house and the online survey can be found in the Panoway_Open-House-1-Infographic and the presentation deck.

Community Event #2 - *A Walk on the Plaza*: Panoway field walk and ice cream social

Hosted on July 27th from 5pm to 7pm, the goal of this outdoor summer event was to share new information and gather additional feedback about the future phases of the Panoway Project. The style of the event and accompanying activities targeted families and people already visiting the area. The event included guided and self-guided tours that utilized pre-recorded presentations to share what was heard in previous engagement outreach efforts and the design teams proposed responses and design updates based on previous community input.

The event was formatted to “take a walk on the plaza” and learn about Panoway. When participants arrived, they were welcomed and directed to walk to each of the 4 stations along the plaza to gather and give information. Each station had interactive and family friendly activities, display material to present project information, a team member to answer questions, and Q-R codes to link to the project website/virtual tour. Participants were invited to get their passports stamped at each station which were redeemable for free ice cream at Ben & Jerry’s. In addition to the self-guided tours, lead designer Scott Jordan provided 3 separate 20-minute guided tours where participants could listen to a brief presentation and ask any questions that they had.

Overall participation at the event was exceptional with over 175 passports handed out, 135 participants visiting all four stations and claiming their free ice-cream, and many more community members stopping by to listen, learn and provide feedback. Unlike past community engagement efforts, the format of this session lent itself to a more diverse group of participants with a far greater turnout of young families and children. The summary of what was heard can be found in the Panoway_Open-House-2-Infographic and the presentation deck.

Design Validation Results

Based on the feedback received throughout the design validation process, the City staff and the design team are recommending proceeding with construction documents and on-going permitting for the following phase 2A improvements.

1. Boardwalk and Step-downs
 - a. The boardwalk shall include two step-downs that provide seating and universal access down to the lake in the form of terrace steps and ADA compliant sloped walks. The step-downs will be installed in late spring (after winter ice melt) and removed and replaced with a guardrail in late fall (prior to freezing temperatures).
 - b. The final selection of decking materials will be completed during construction documents but will focus on selecting a long-term durable product that has a high surface friction to limit slipping potential in wet and frozen conditions.
2. Community Docks
 - a. The community docks at the Depot to include 10 slips that accommodate boats up to 26’ in length, 6 slips that accommodate boats up to 40’ in length, and an active loading capable of accommodating an additional 2 vessels.
 - b. The community docks at Broadway to include 13 slips that accommodate boats up to 26’ in length, 3 slips that accommodate boats up to 40’ in length, and an active loading capable of accommodating an additional 3 vessels.

In addition to the Phase 2A improvements, the following Phase 3 improvements were validated with the community and should proceed with construction documents and permitting when funding becomes available.

1. Depot Restroom
 - a. A permanent winterized restroom should be added to the depot park and located just south of the existing parking lot. The final design and appearance will be studied at that time.
2. Depot Gardens
 - a. Overall support for adjusting the community gardens to accommodate additional small public gathering spaces, and to improve overall ADA access to all areas of the depot park was confirmed. The final design shall be studied when funding is available but should strive to maintain the historic look and feel that exists at the depot park.
3. Eco Park
 - a. There is overwhelming support for the restoration and expansion of natural areas within the Eco Park. The final design and reduction/reconfiguration of the pond shall be studied when funding is available.

Policy Decisions

Throughout the Design Validation process, a series of policy level discussions were raised that require additional discussion and decision from Council at a future date. These include:

1. Fishing on the Boardwalk
2. Community Dock usage and fees
3. Public safety
4. The use of wheeled devices (bikes, skateboard, and scooters) on boardwalk

Ongoing Permitting

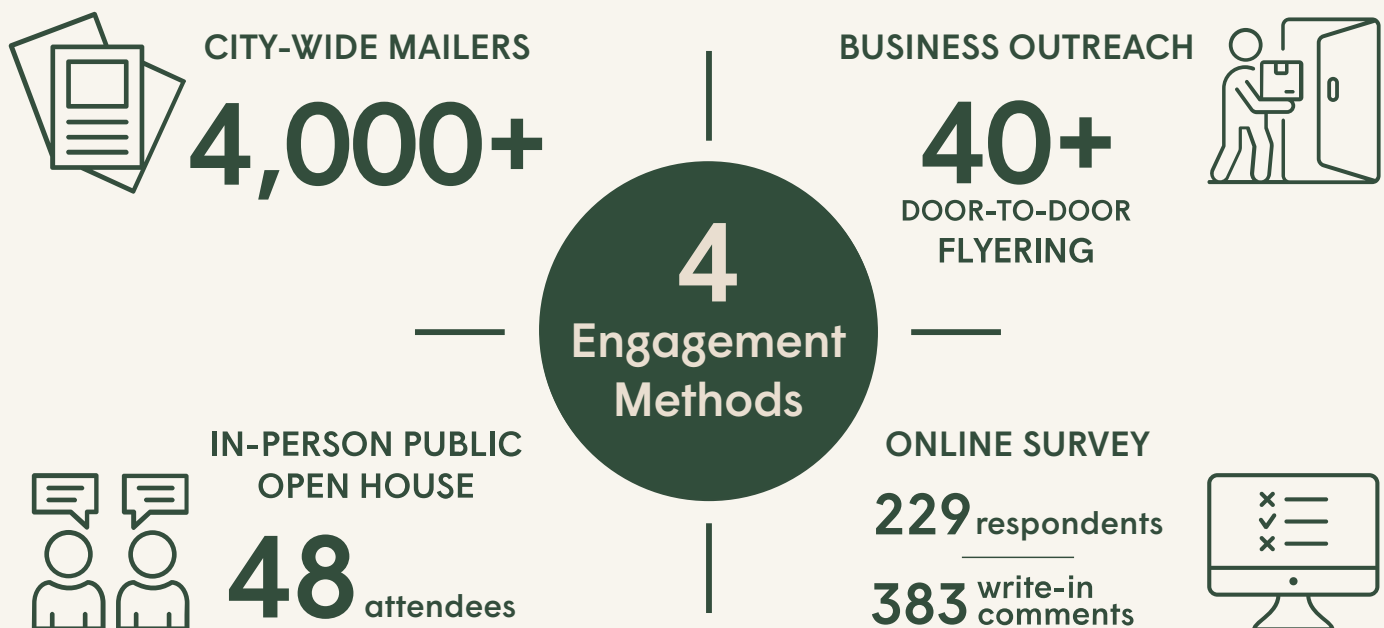
Concurrent with the design validation process, the design team and our ecological consultant RES have continued to collaborate with the permitting agencies and plan to submit our initial Joint Permit Application to the city that will formally begin the permitting process. The Joint Permit Application will be the application that is circulated to all permitting agencies to begin the permitting process.

During the initial discussions with the permitting agencies, it appears that most of the permits that will be required are standard applications. However, it was determined that minor flood plain storage mitigation will be required and can be completed through some minor grading at the Eco Park that will be included with the Phase 2A project.



Public Engagement Summary

Panoway on Wayzata Bay is an initiative to restore, protect and enhance Wayzata's downtown lakefront. The multi-phase project will transform the public shoreline on Lake Minnetonka, enhancing the lakefront experience and preserving it for years to come. Phase 2 public engagement runs through spring and summer 2022.



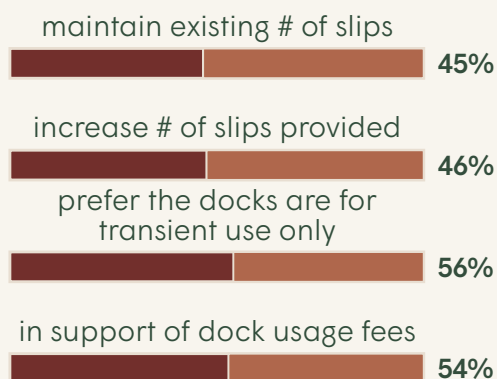
Findings

Step-downs and deck material



Most favored deck material characteristics: long-term durability and minimizing ongoing maintenance costs

Community docks



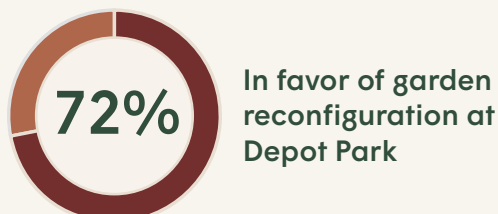
Restrooms at Depot Park



Common comments:

- "Small, inconspicuous, does not block lake view"
- "Regular maintenance and patrolled for safety"

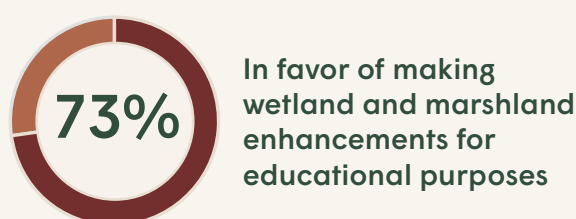
Garden reconfiguration at Depot Park



Common comments:

- "Make ADA accessible"
- "Keep historic integrity"

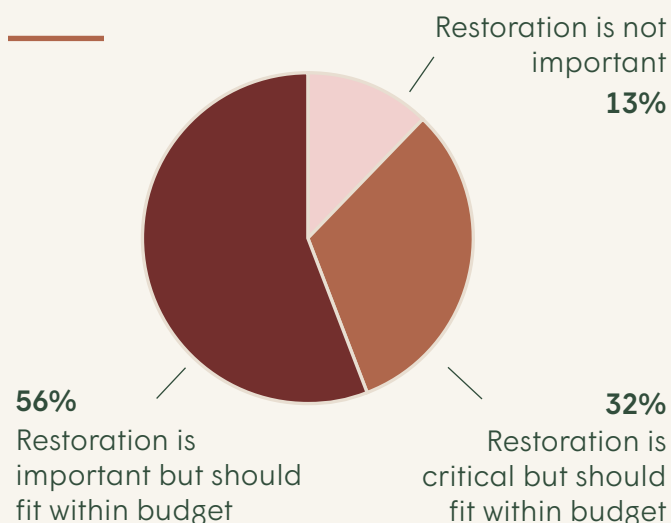
Eco-park



Common comments:

- "Protect critical habitat"
- "Consider partnering with STEM organizations"

Shoreline restoration



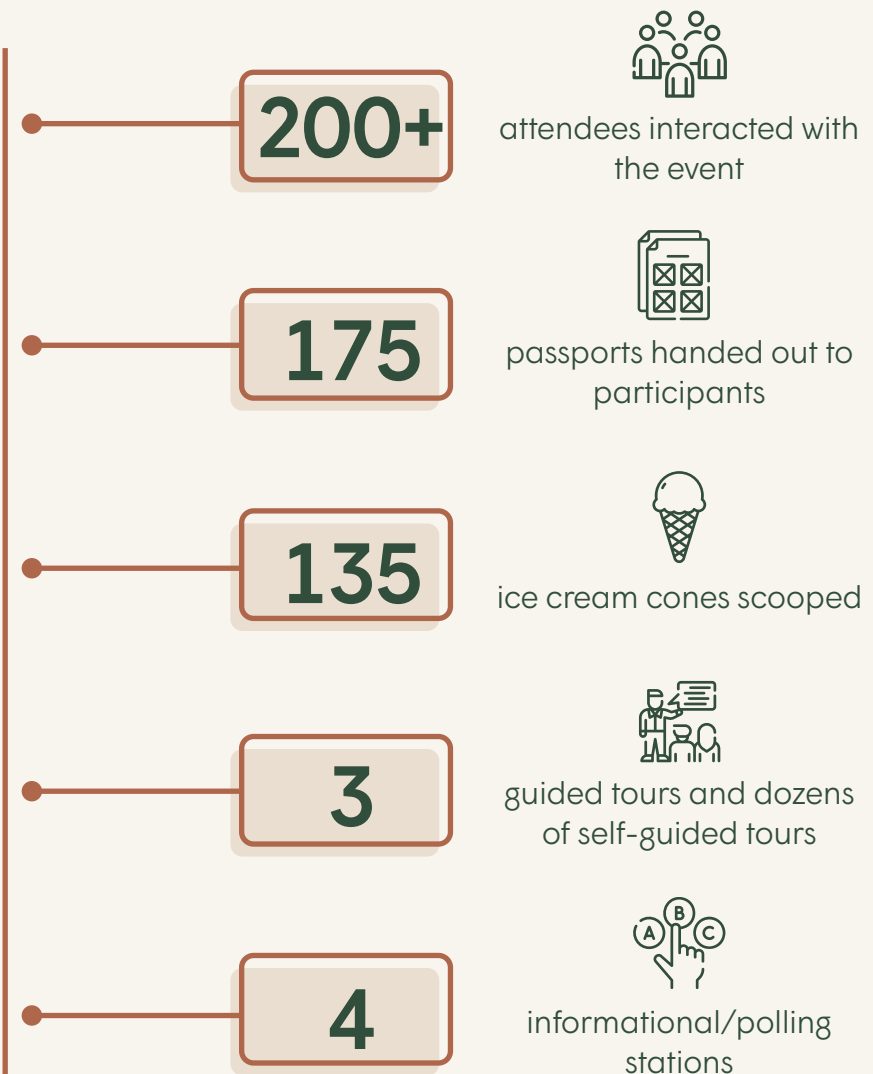


Open House 2 Engagement Summary

Panoway on Wayzata Bay is an initiative to restore, protect and enhance Wayzata's downtown lakefront. The multi-phase project will transform the public shoreline on Lake Minnetonka, enhancing the lakefront experience and preserving it for years to come. Panoway project staff completed community engagement in the summer of 2022 to confirm the design plans for Panoway Phase 2, to gather input on community preferences for key design details, and to share information and build excitement.



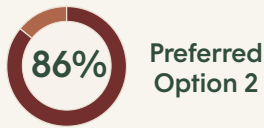
**What a fun
idea.
What a great
event!**



Polling

Community Docks

Depot docks

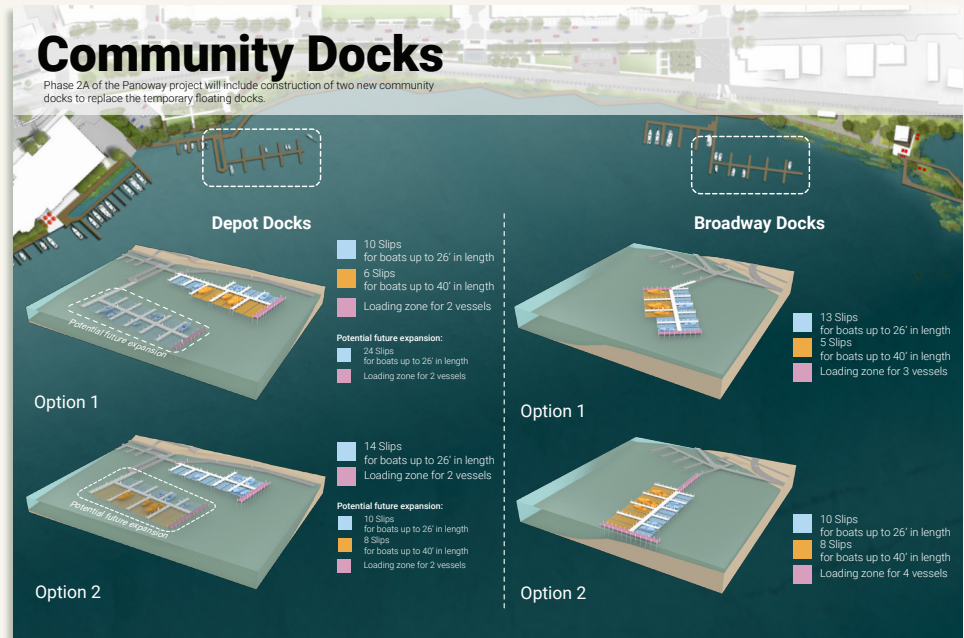


Option 1 - 8 votes
Option 2 - 26 votes

Boardwalk docks

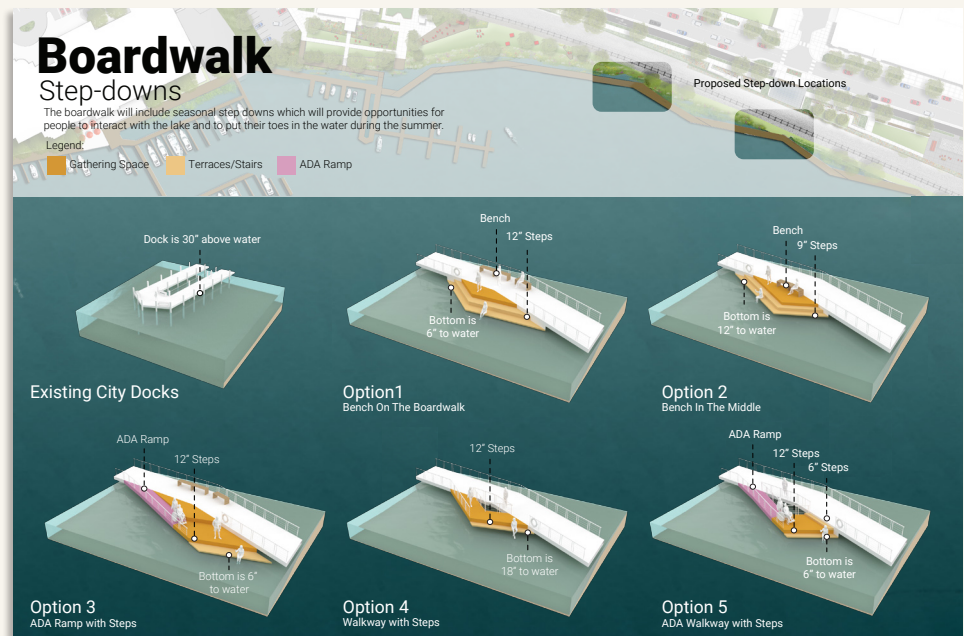
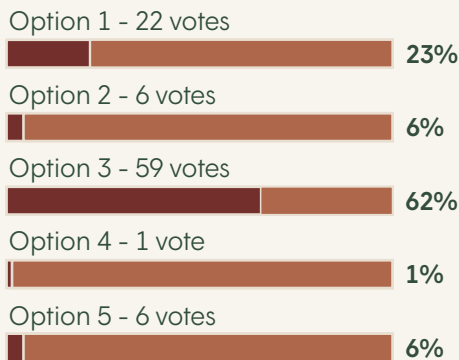


Option 1 - 32 votes
Option 2 - 7 votes



An informational/polling board from the open house.

Boardwalk Step-downs



An informational/polling board from the open house.

What improvement are you most looking forward to?

63%

Boardwalk Step-downs

23%

Eco Park

9%

Community Docks

5%

Depot Park

What's Next On Panoway?





May 10th Community Open House

Phase 2 Community Meeting #1 + Survey Results

Post Card sent to all Wayzata Residents - April

5 promotional social media posts

Door to Door visits with over 40 businesses

Community Open House May 10th - 48 people signed in

229 Online Survey Participants

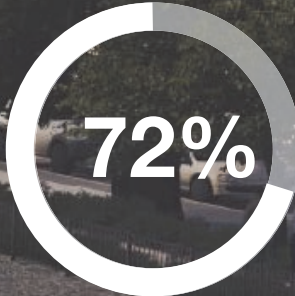
Community Engagement



Depot Park Gardens

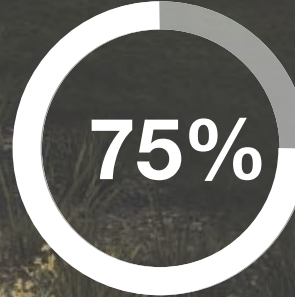
Do you support reconfiguring the community garden to have ADA access and to create additional lawn areas and garden spaces?

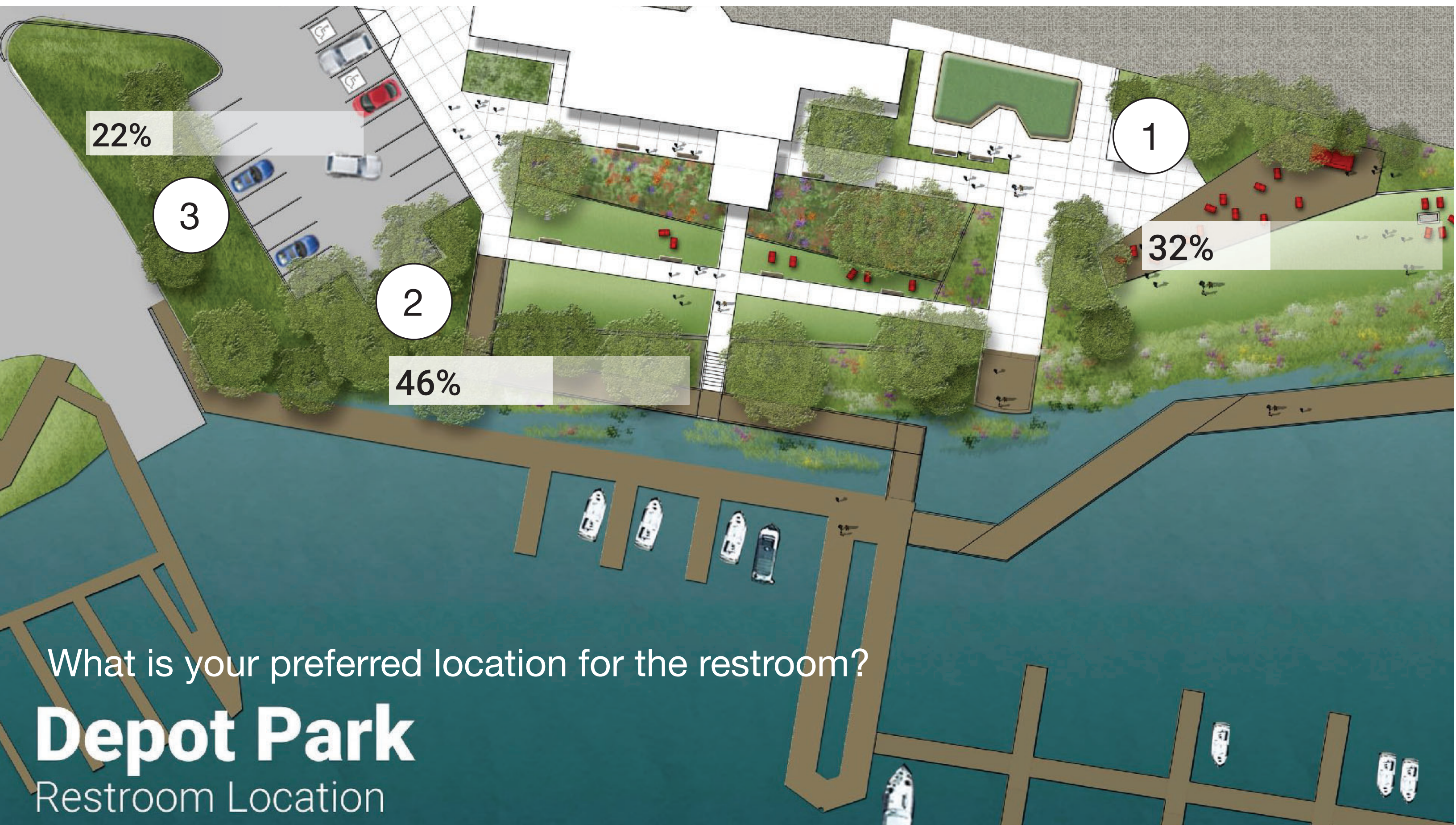
Yes

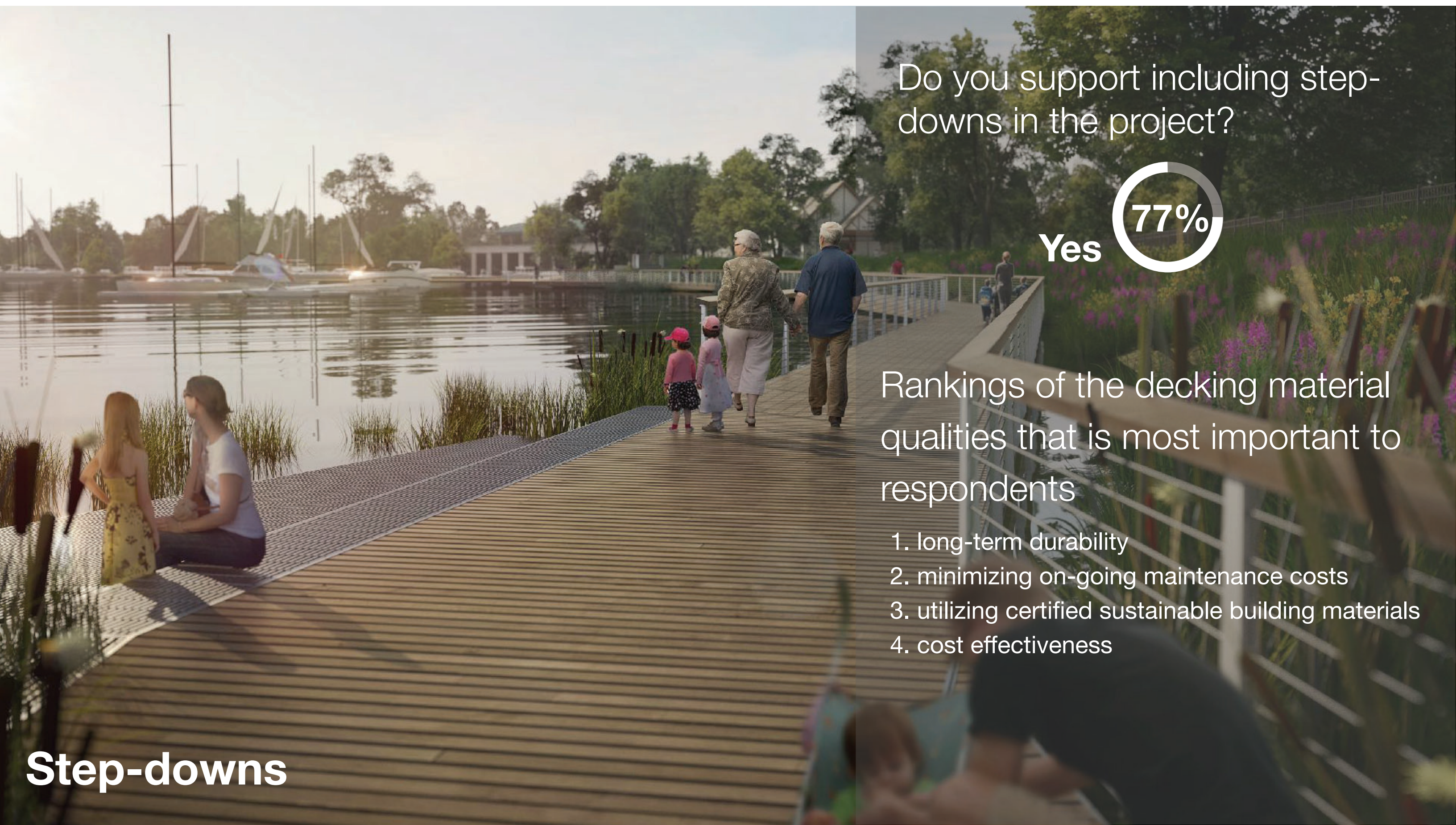


Do you support adding a restroom facility to the Depot Park area?

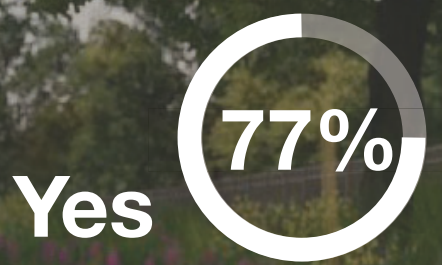
Yes







Do you support including step-downs in the project?



Rankings of the decking material qualities that is most important to respondents

- 1. long-term durability
- 2. minimizing on-going maintenance costs
- 3. utilizing certified sustainable building materials
- 4. cost effectiveness

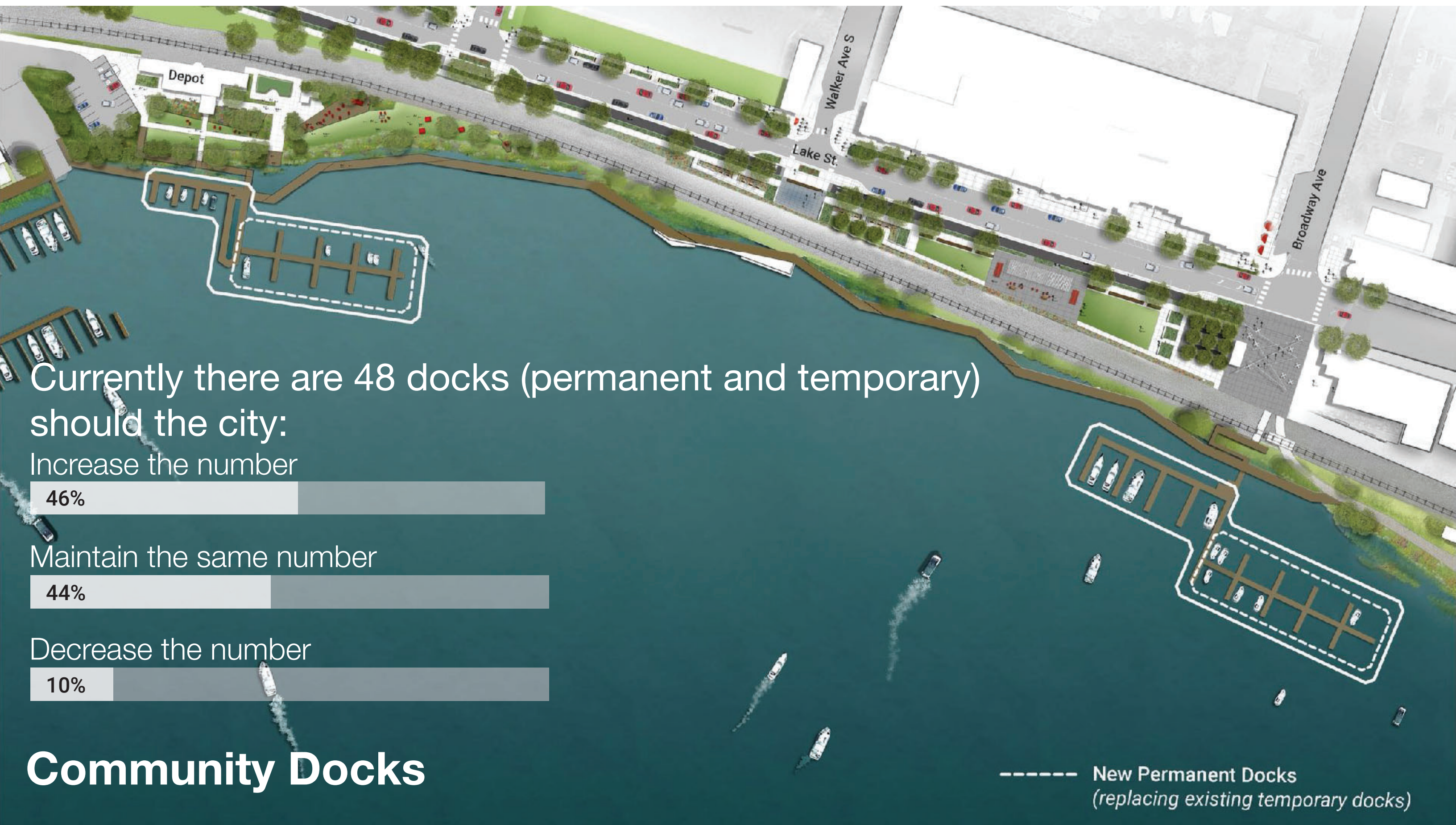
Step-downs



What is your preferred location for a step-down?

Note: multiple comments suggested multiple step-downs should be considered

Step-downs



Community Docks

What type of docks should the city consider:

56%

Transient

44%

Combination Transient & Permanent

50%

Yes

Should a portion of the docks be reserved for community uses (e.g. sailing club, classes, etc)

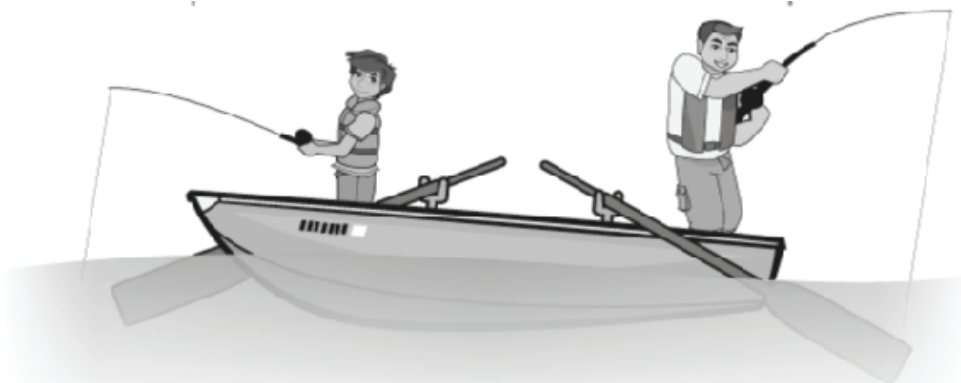
Do you support a user fee for dock usage?

54%

Yes

Community Docks

What size of boats should be accommodated by the new docks?
(select all that apply)



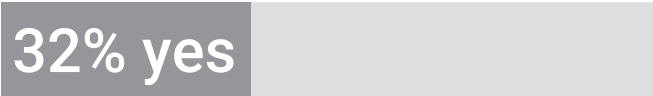
Class A: Less than 16ft.



Class 1: 16ft. To 26ft.



Class 2: 26ft. To 40ft.

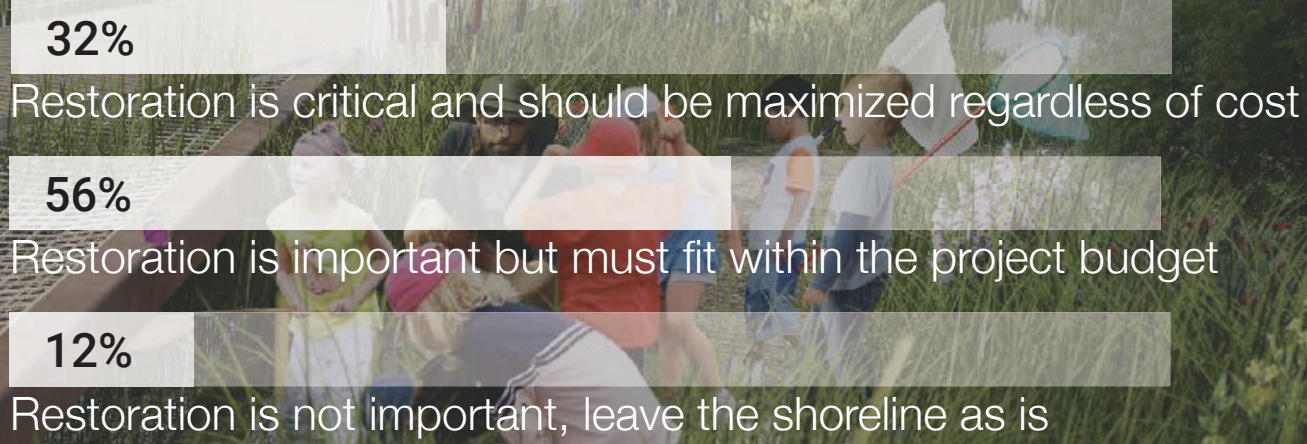


Community Docks



Eco Park - Wetland Enhancements

As the shoreline restoration is refined which of the following statements represents an approach you are likely to support?



Do you support making wetland and marshland enhancement for educational purposes?

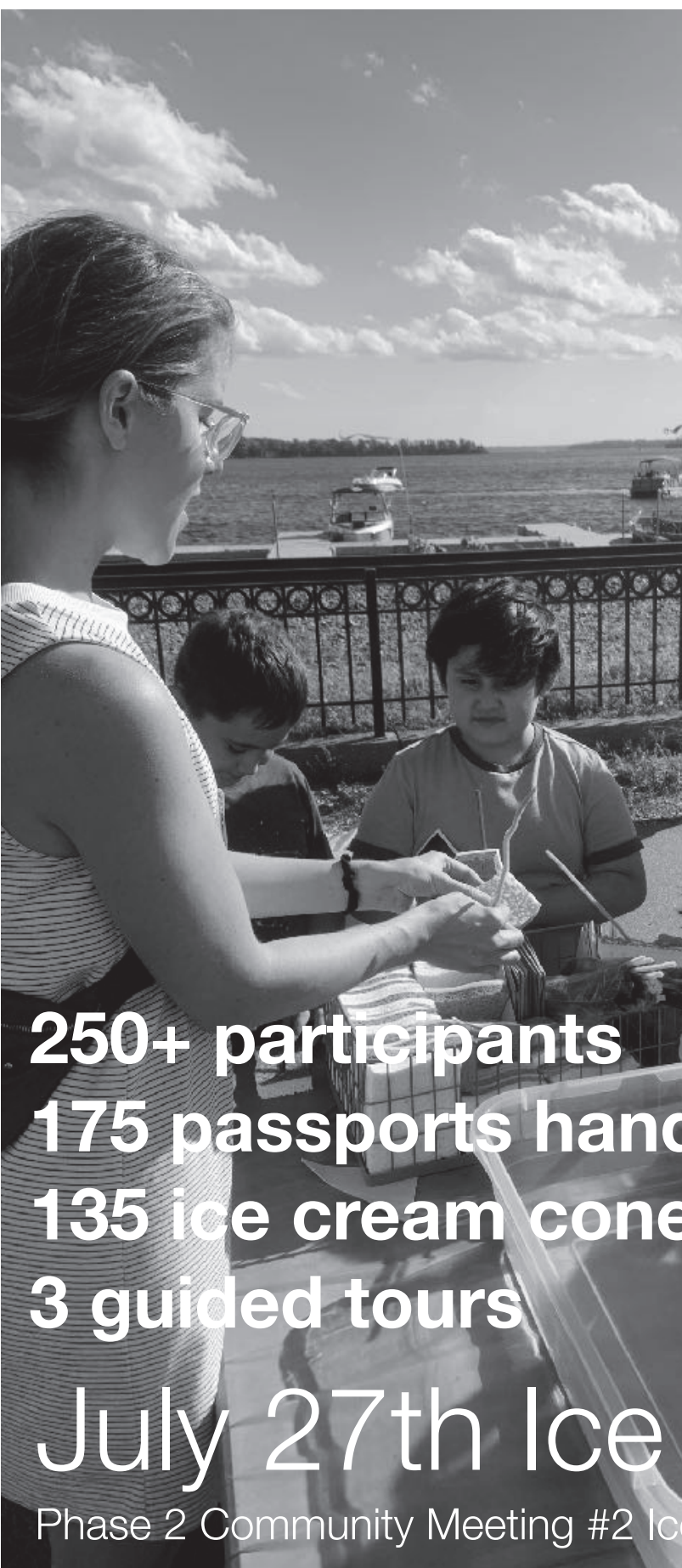


250+ participants
175 passports handed out
135 ice cream cones served
3 guided tours

July 27th Ice Cream Social

Phase 2 Community Meeting #2 Ice Cream Social





250+ participants
175 passports handed out
135 ice cream cones served
3 guided tours
July 27th Ice Cream Social
Phase 2 Community Meeting #2 Ice Cream Social

Boardwalk

Step-downs

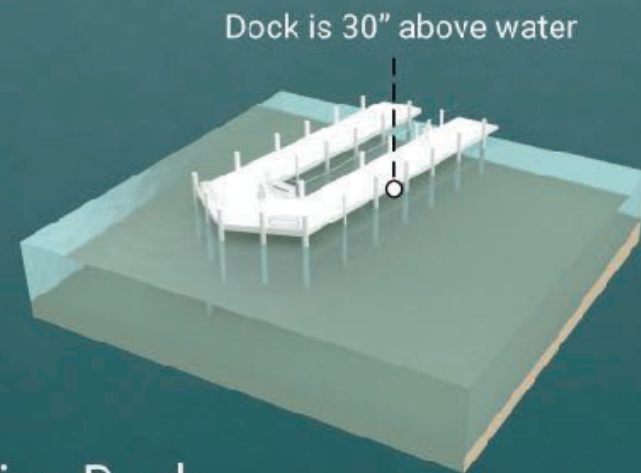
The boardwalk will include seasonal step downs which will provide opportunities for people to interact with the lake and to put their toes in the water during the summer.

Legend:

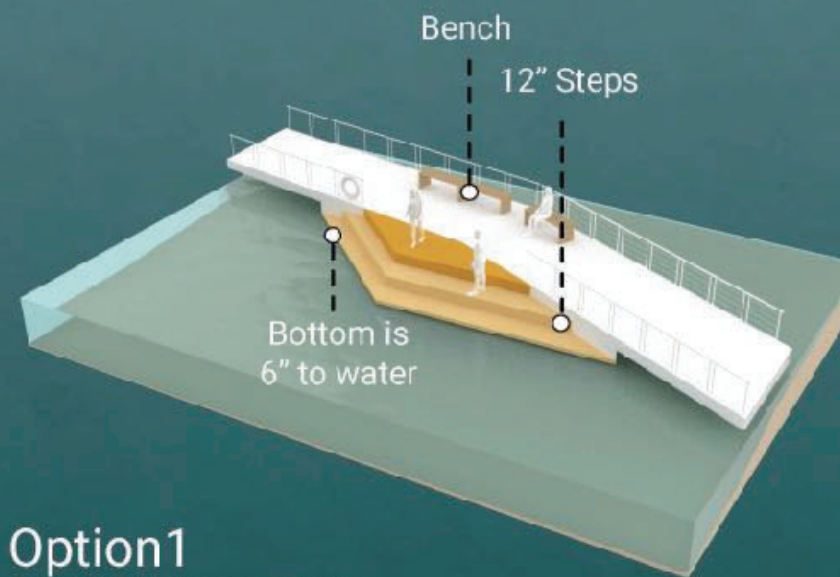
Gathering Space Terraces/Stairs ADA Ramp



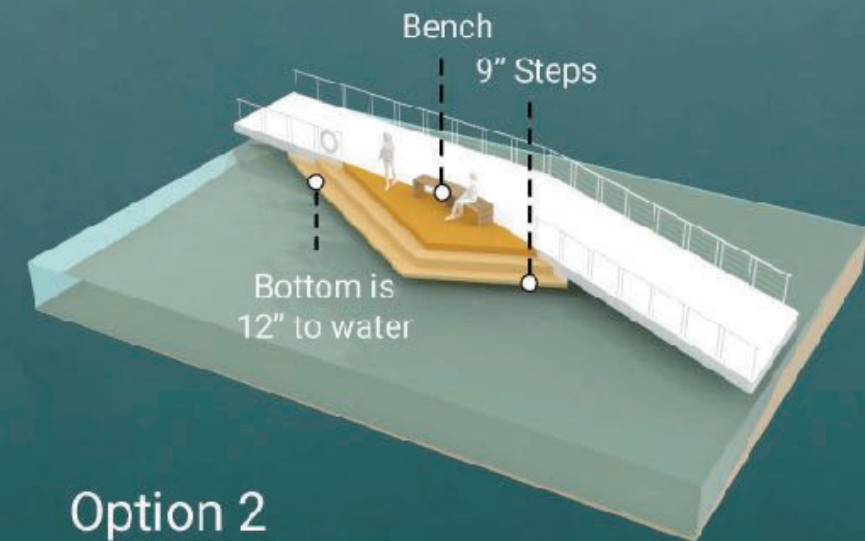
Proposed Step-down Locations



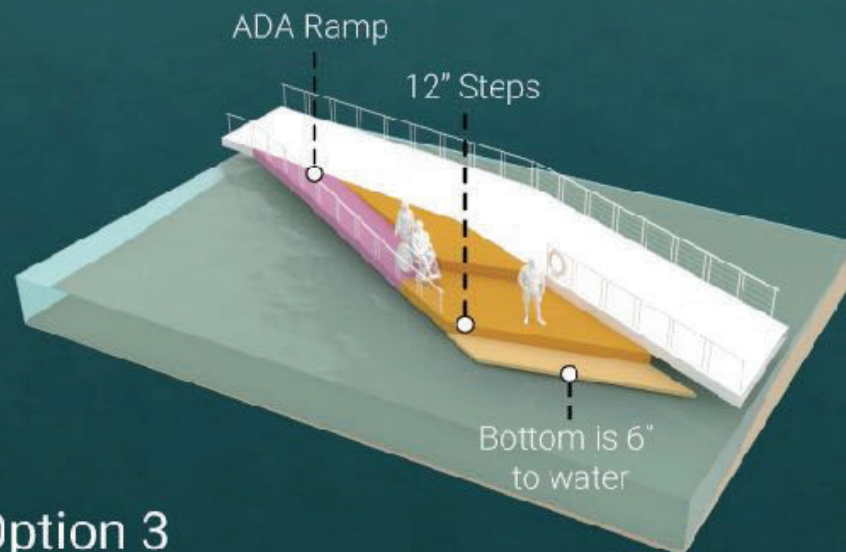
Existing Dock



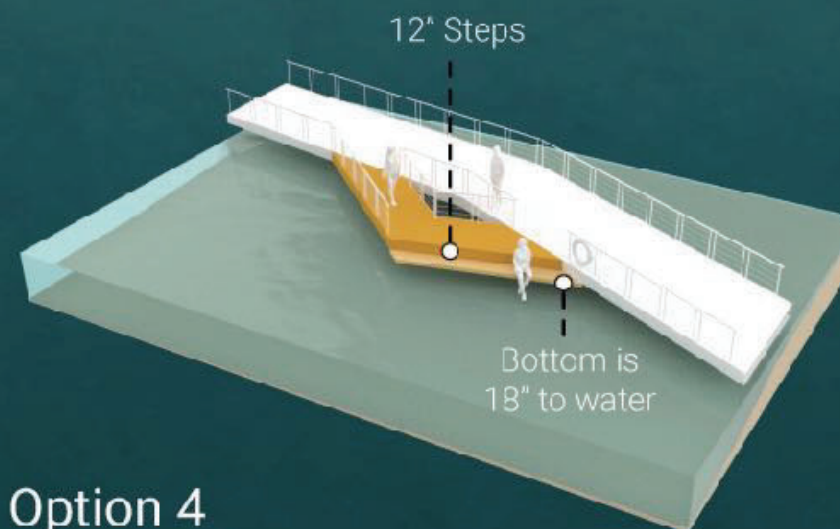
Option1
Bench On The Boardwalk



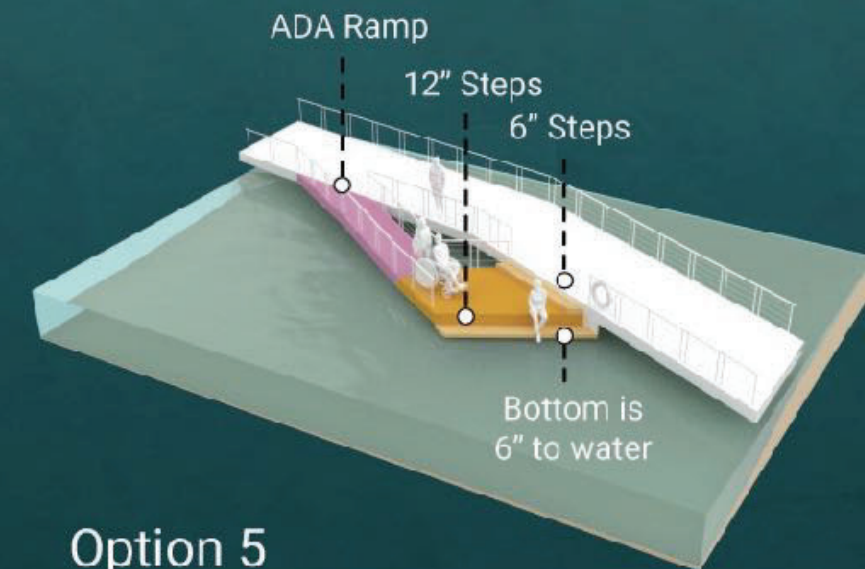
Option 2
Bench In The Middle



Option 3
ADA Ramp with Steps



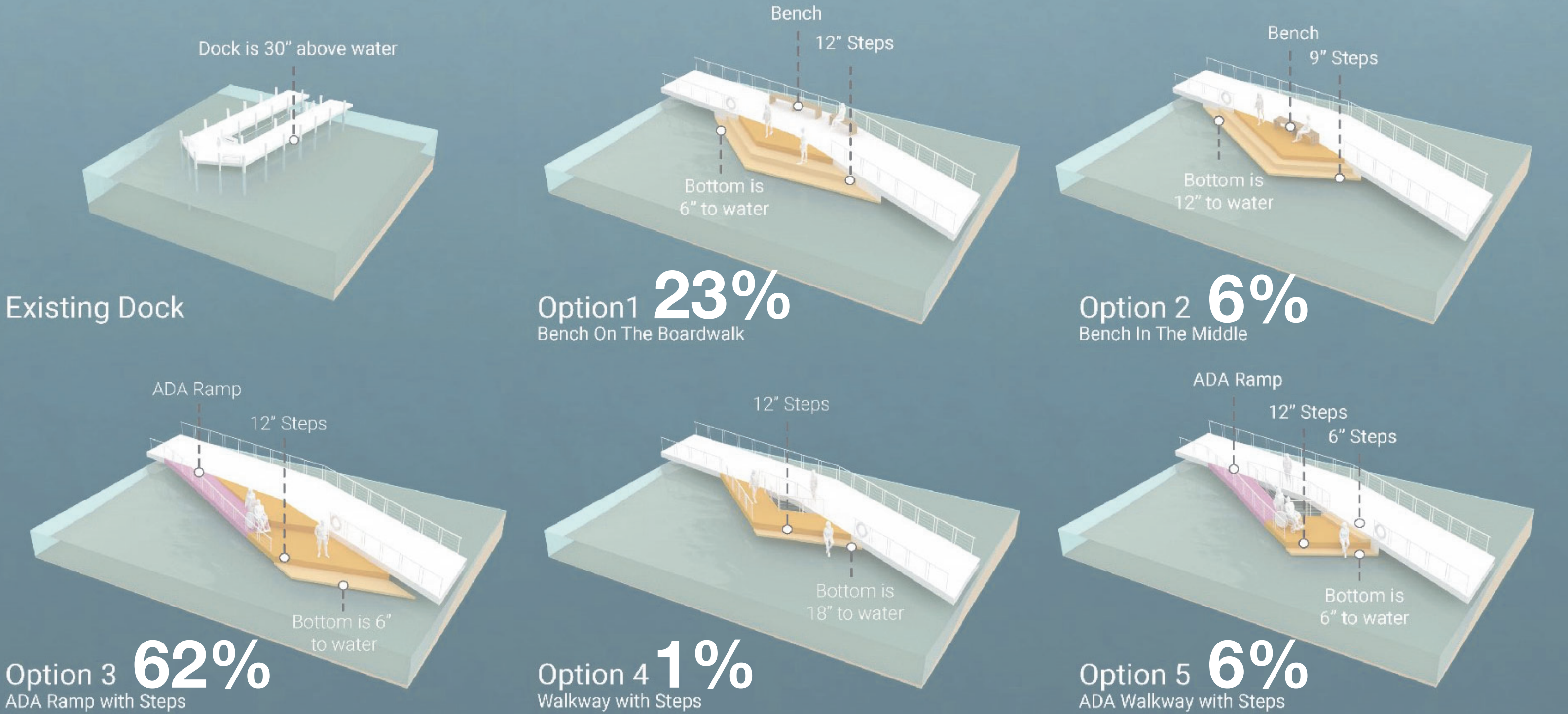
Option 4
Walkway with Steps



Option 5
ADA Walkway with Steps

Results

94 participants



Community Docks

Phase 2A of the Panoway project will include construction of two new community docks to replace the temporary floating docks.

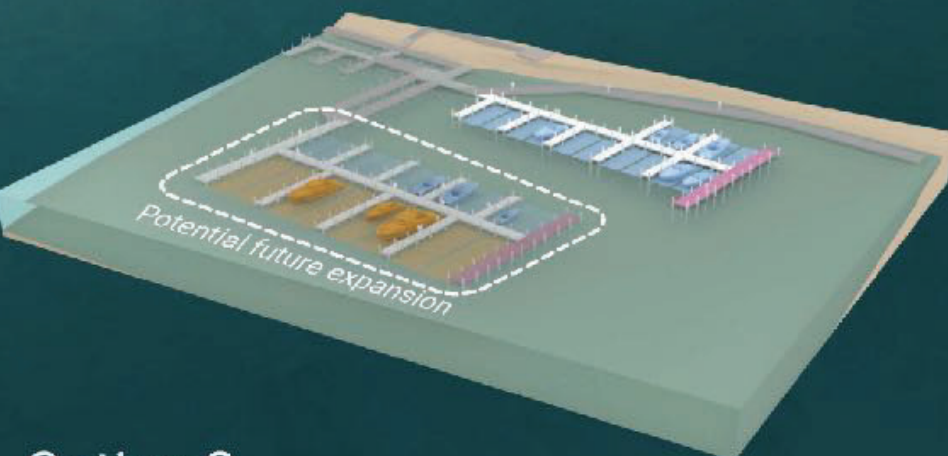
Depot Docks

- 10 Slips for boats up to 26' in length
- 6 Slips for boats up to 40' in length
- Loading zone for 2 vessels

Potential future expansion:

- 24 Slips for boats up to 26' in length
- Loading zone for 2 vessels

Option 1



Option 2

- 14 Slips for boats up to 26' in length
- Loading zone for 2 vessels

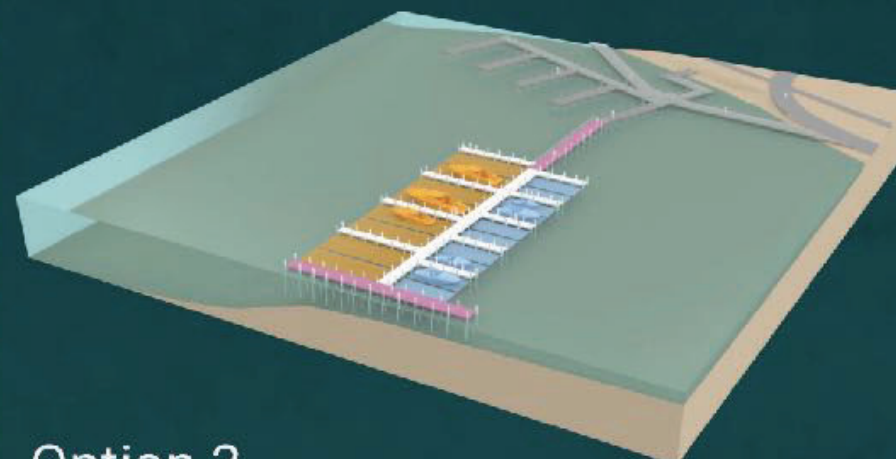
Potential future expansion:

- 10 Slips for boats up to 26' in length
- 8 Slips for boats up to 40' in length
- Loading zone for 2 vessels

Broadway Docks

- 13 Slips for boats up to 26' in length
- 5 Slips for boats up to 40' in length
- Loading zone for 3 vessels

Option 1



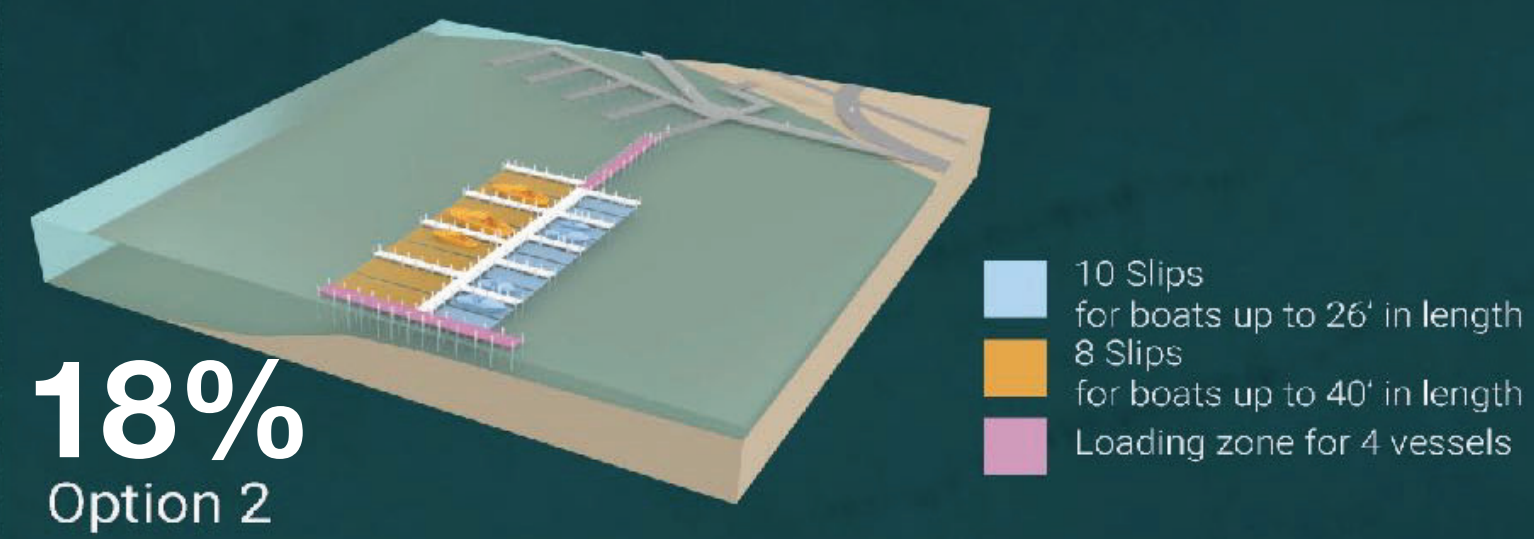
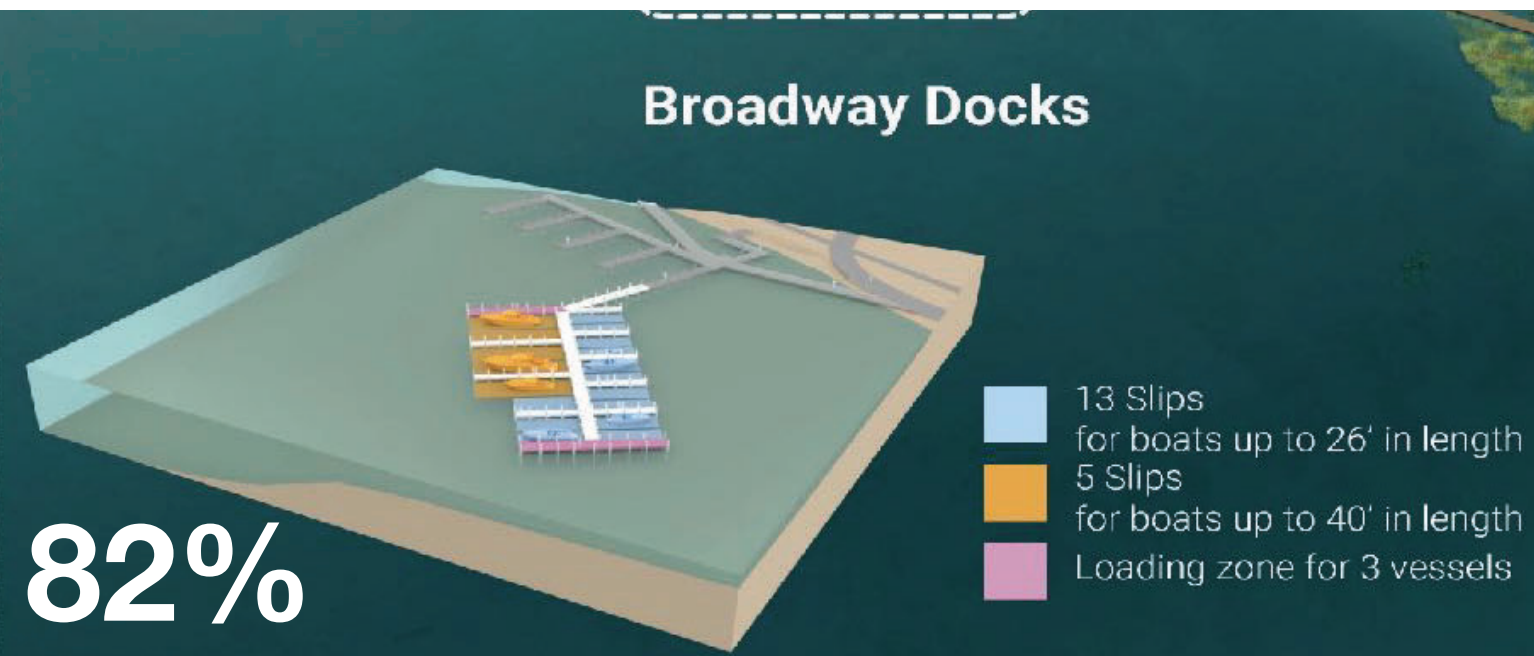
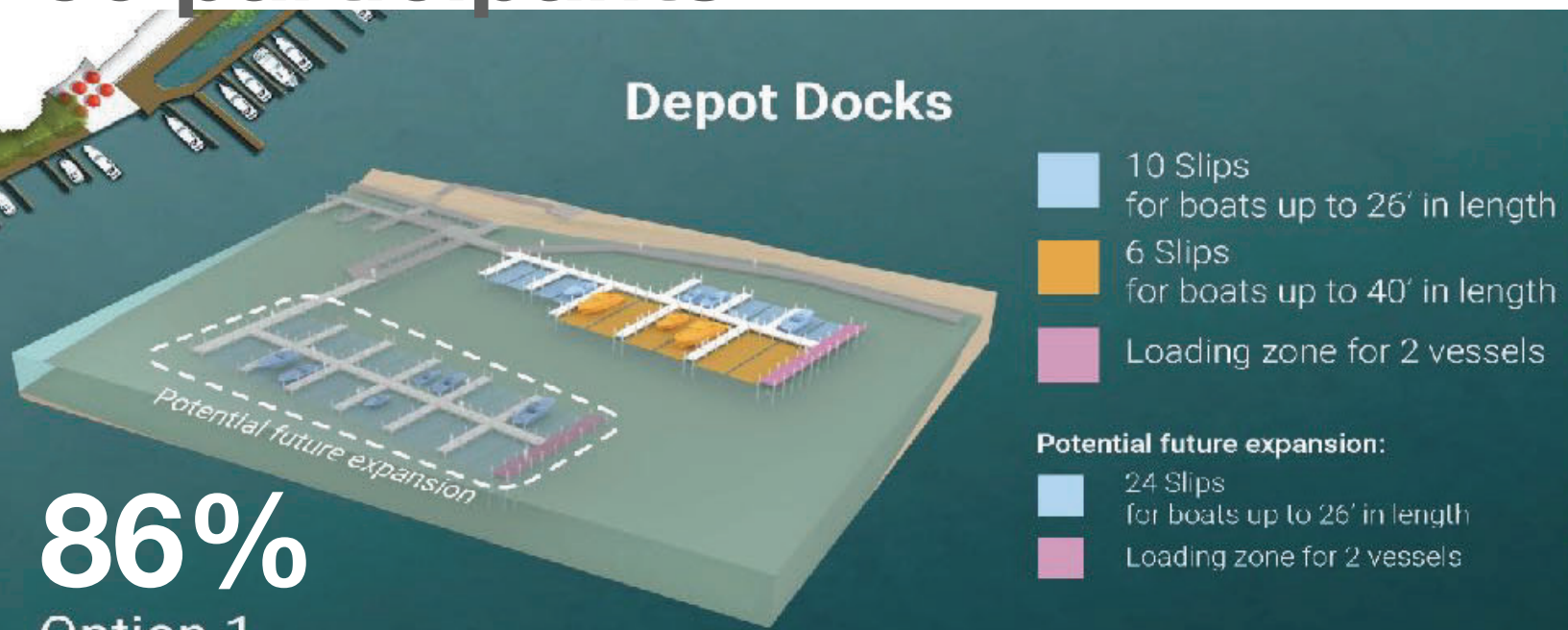
Option 2

- 10 Slips for boats up to 26' in length
- 8 Slips for boats up to 40' in length
- Loading zone for 4 vessels

Community Docks

Results

36 participants



Eco Park

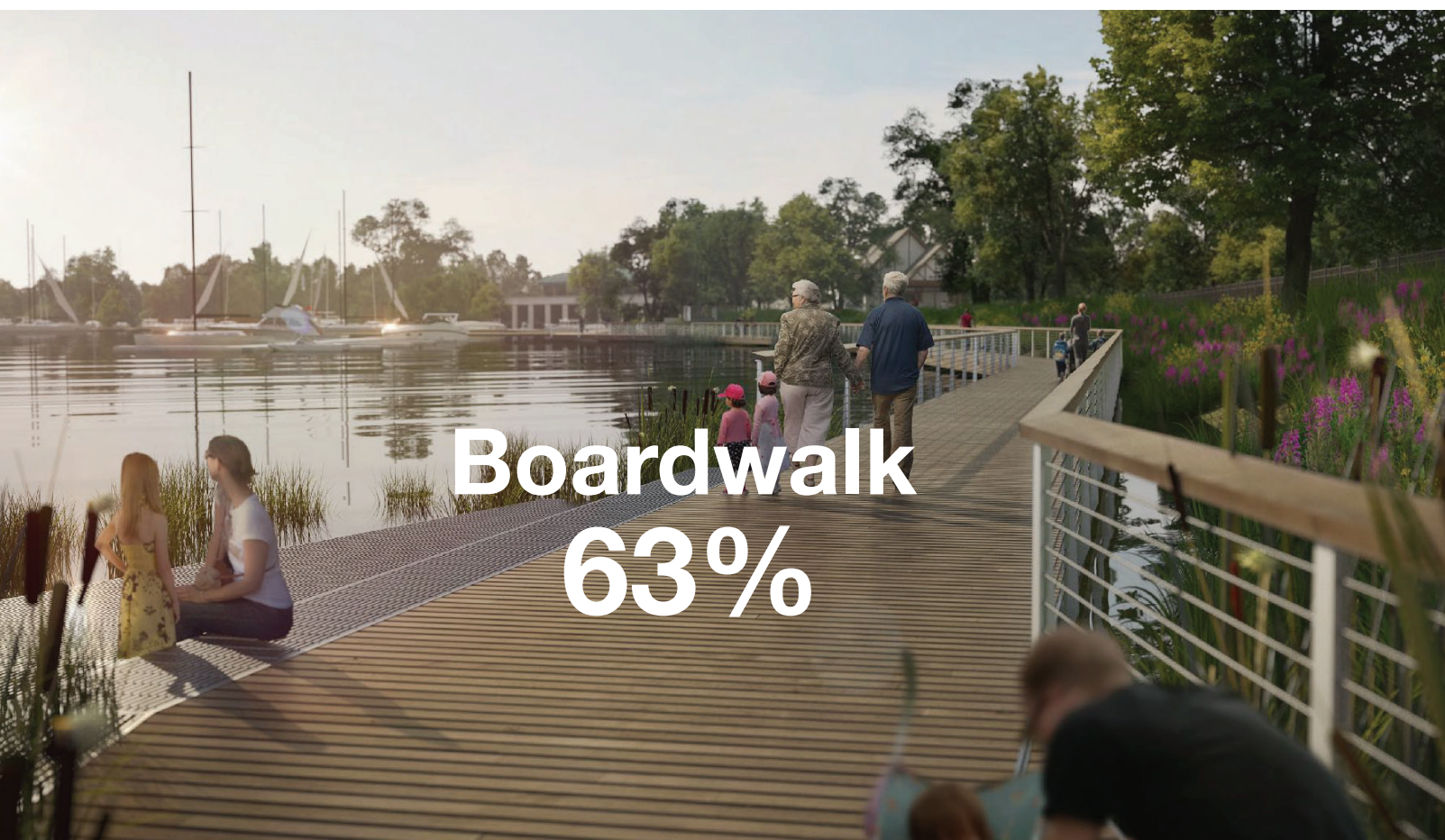
Pond Aeration Comparison

Pond aeration will increase the dissolved oxygen levels in the water creating healthier habitats for fish and other wildlife while limiting algae blooms. By introducing three different types of aeration systems, Eco Park visitors will be able to visually see and experience the effects of each type of system.

Stormwater Filtration Demonstration

In urban environments surface water that is collected after a rain event contains high levels of contaminants. Prior to releasing the water into natural systems these contaminants must be removed. This proposed intervention will include two different type of filtration systems and a restored wetland and shoreline that will cleanse the water and allow Eco Park visitors to see and explore these systems.





**Boardwalk
63%**



**Docks
9%**



**Eco Park
23%**



**Depot Park
5%**

Which Improvements are you most excited about?



Proposed Plan



Depot Park + Community Docks - Proposed Plan Enlargement

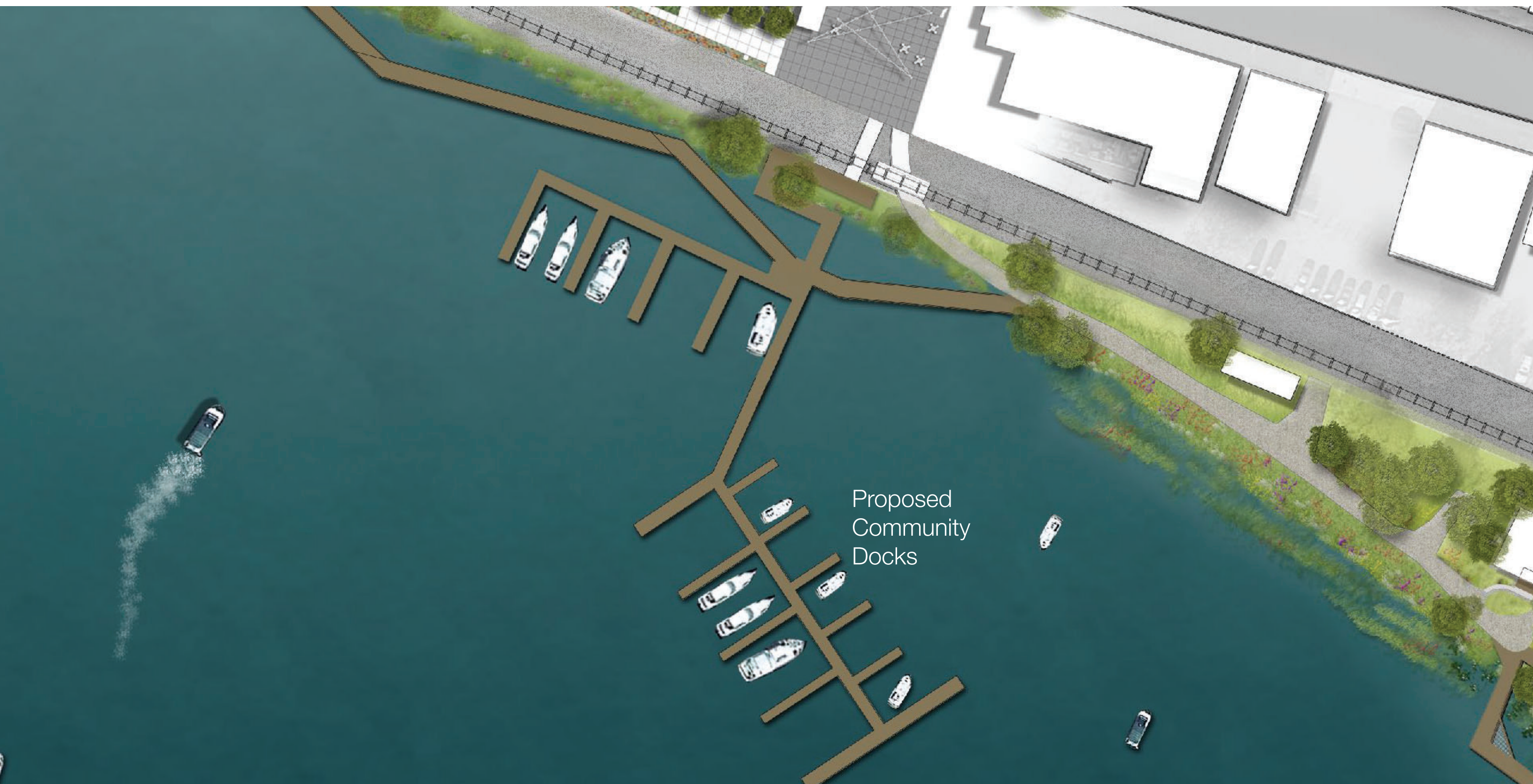


Proposed
Community
Docks

Proposed
Step-Down

Proposed
Step-Down

Boardwalk + Step Downs - Proposed Plan Enlargement



Community Docks - Proposed Plan Enlargement



Proposed
Community
Docks

Section
Foreman's
House

Eco Park

Expanded
Wetland

Eco Park - Proposed Plan Enlargement



Existing Condition



On-going Permitting

Minnehaha Creek Watershed District

- Requires floodplain storage mitigation (approximately 800 cu. ft. For phase 2A)
- District is researching if a boardwalk is considered pervious vs. impervious. If impervious may require mitigation.

USACE

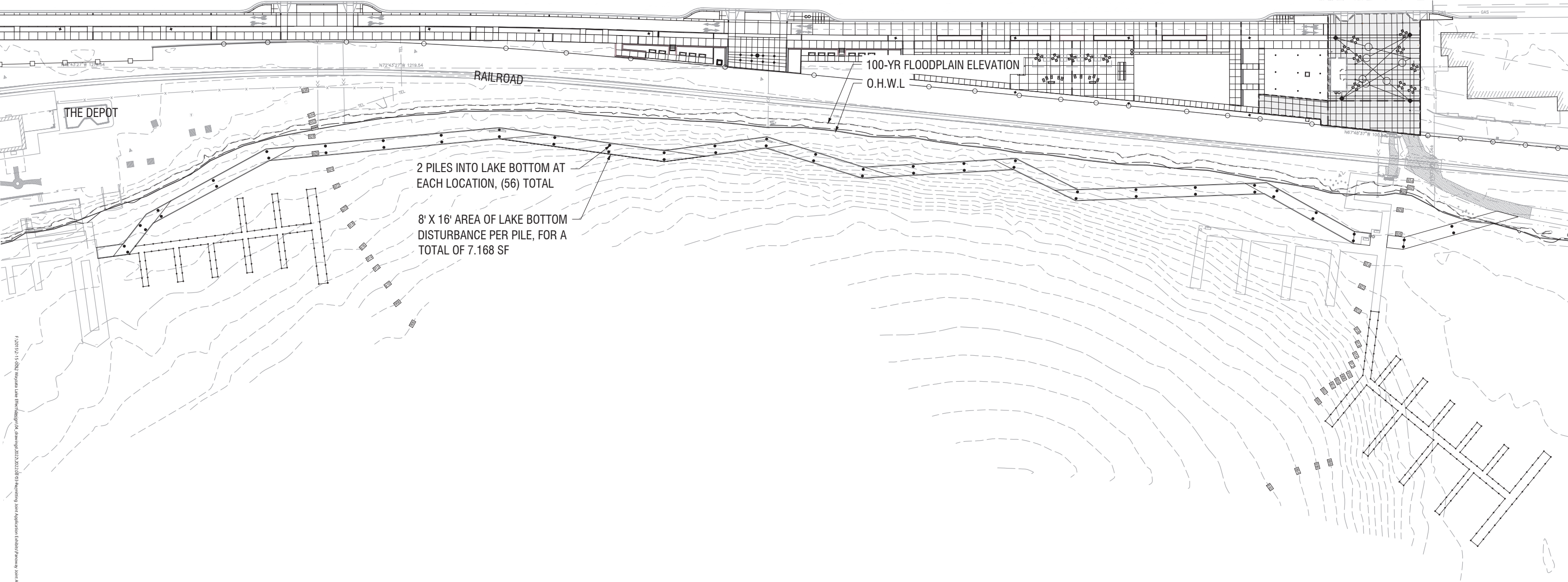
- Permit should not require mitigation, but need to submit formal application to get a formal ruling from USACE that it will likely fall under a no Pre-construction Application/Notification because our disturbances and discharges are below minimal thresholds.

DNR

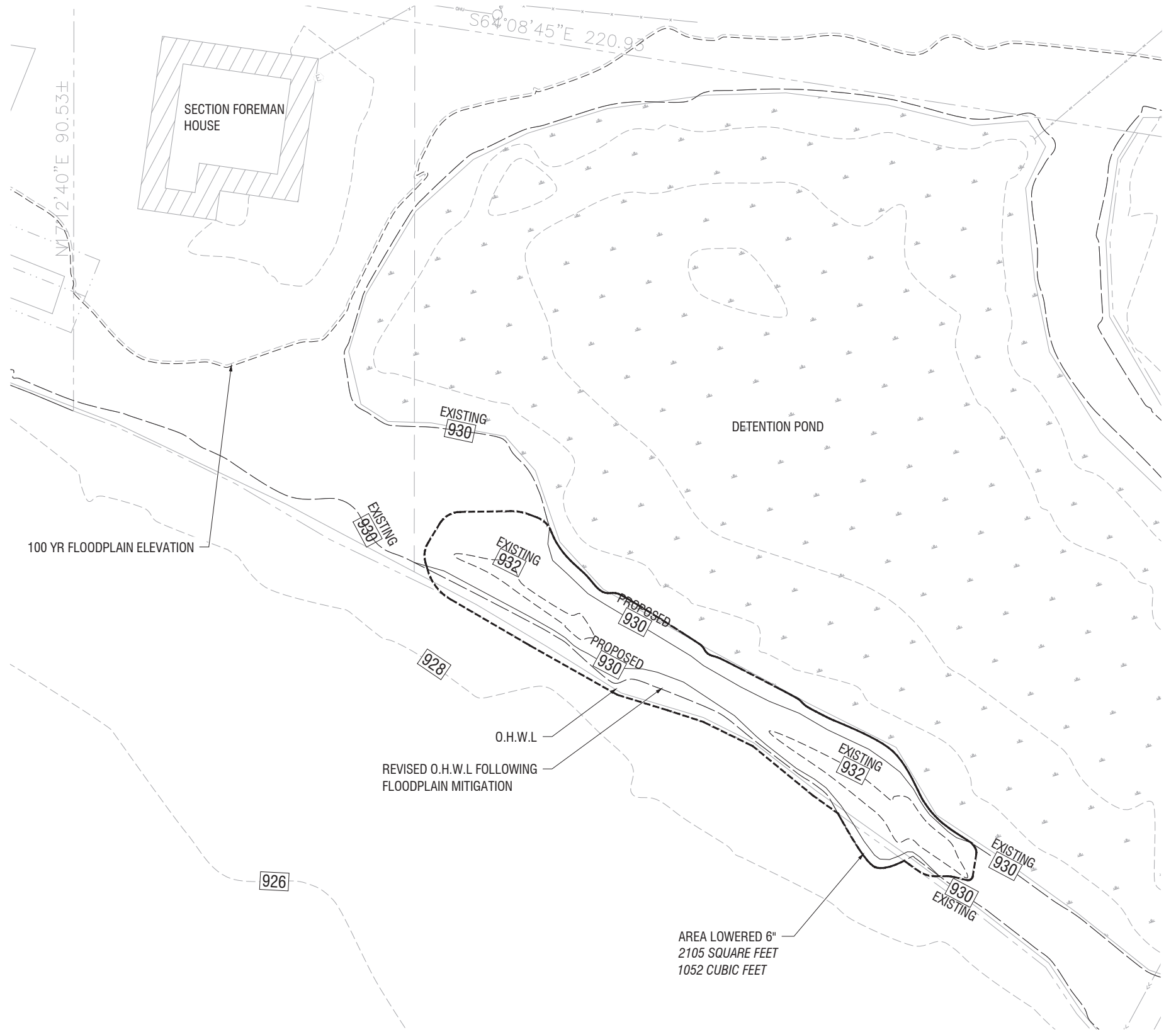
- DNR staff do not anticipate requiring any mitigation for the boardwalk or the structural piers.

Next Step for Permitting - Submit Joint Permit Application to the City to be routed to all permitting agencies

PLAN- PHASE 2 BOARDWALK PILES



F:\2015\15-0002 Weyman Lake Electric\Design\Drawings\2022\08\03 Permitting Joint Application Exhibit\Permitting Joint Application



Proposed Mitigation

Policy Decisions requiring Additional Discussion and Council Direction at a Future Date

- **Fishing on the Boardwalk**
- **Community Dock usage and fees**
- **Public safety**
- **The use of wheeled devices (bikes, skateboard, and scooters) on boardwalk**



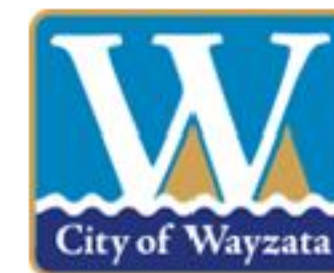
Questions?



hello.

Section Foreman House

City of Wayzata



Design Development Review #2 | 8-16-22

Guiding Principles - What We Heard

- o Restoring the home's significance
- o Telling the unique story of the history and place
- o Inspiring past, present and future community advancements
- o A distinctive place for year round indoor and outdoor learning
- o Flexible and adaptable for diversity of community ages and activities
- o Vibrant, safe, accessible and welcoming to all
- o Celebrating connections to the community, railroad, lake and pond
- o Environment, ecology and energy friendly
- o Simple, classy, charming, elegant and easy to maintain
- o Strong bookend of the overall community pathway
- o Reinforces Wayzata's authentic inviting small town feel
- o Point to other significant places in Wayzata

Historic Standards

- 1902 building and 1944 addition are historic
- No addition
- Limited removals

Programming

- Flexible interior learning environment
- 12-15 people groups most common size
- Indoor/Outdoor connections for learning
- Four season use

Code requirements

- ADA accessible entrance
- ADA accessible restroom
- Energy efficient equipment upgrades

Design Development Phase

7-28-22: 100% Design Development Deliverable to City/MNHS



8-16-22: City Council Review of Phase 2b Section Foreman House Documents & Project Budget (and Phase 2A Boardwalk and Docks)

Includes further development of:

- Site & landscaping design and specifications
- Roof & Window replacement notations
- Mechanical, electrical and plumbing equipment selection/design
- Fire suppression & alarm selection/design
- Structural repair, replacement and design for new ramp support

9-22-22 thru 10-26-22: Construction Documents - w/ City approval

1-23-23: Bidding Phase

4-3-23 thru 12-4-23: Construction

Highlight of Next Steps



Hazardous Material Survey to be conducted (for bid document purposes)



Furniture Vender RFP to be issued, vendor selection to be made and pieces to be selected and bid



Donor Bench to be designed/selected



Exterior Interpretive Signage to be designed/located

Interior Interpretive Signage and art to be designed/located

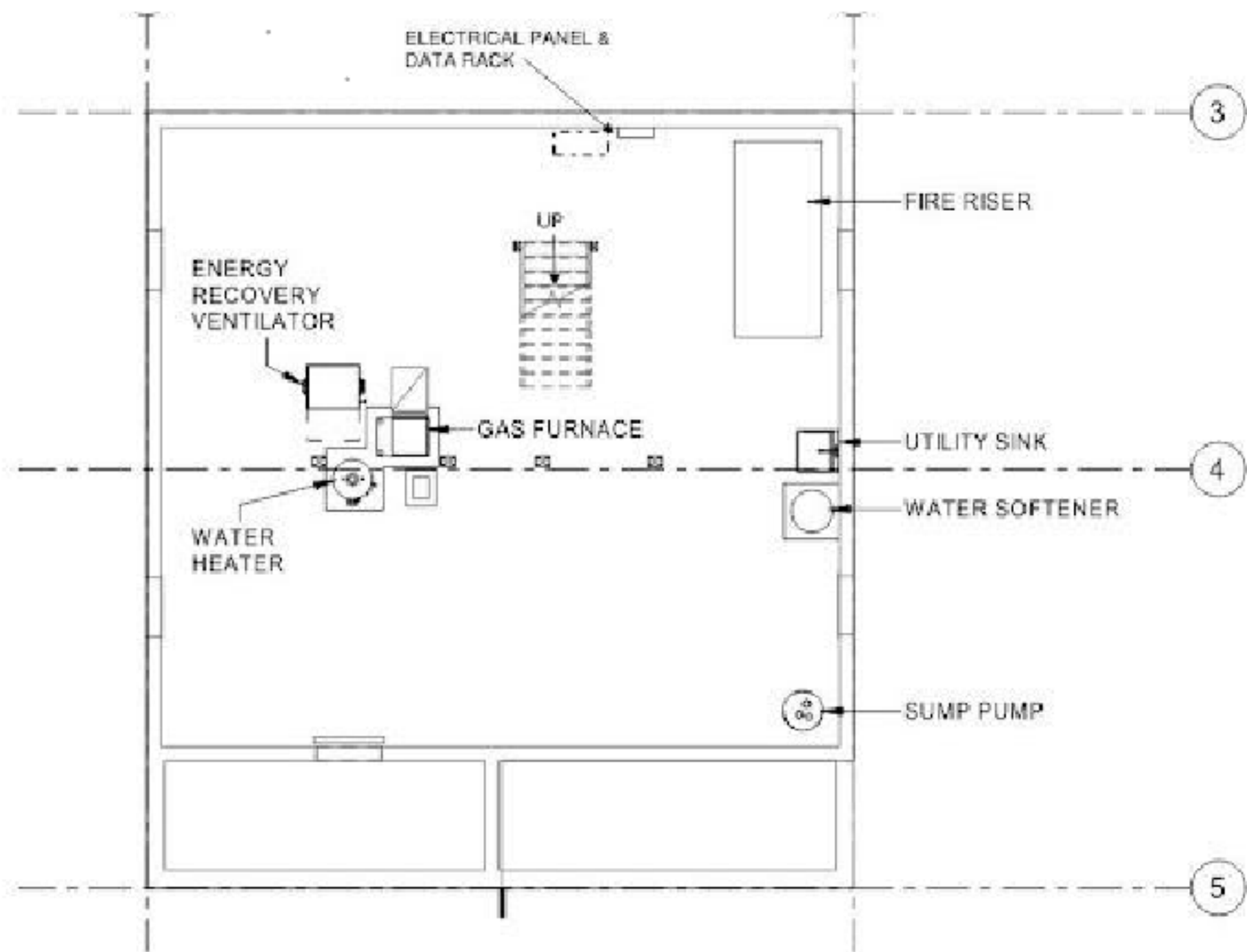
Design Development - Site Plan



Design Goal: Maintain the historic character of the site as much as possible, provide plant species ecologically appropriate to site, and given project requirements such as the below items:

- Interpretive Sign
- Drinking Fountain with integral hose bib
- Historical Marker
- Donor Bench
- Reinforced Turf
- Provide taller grass/plants to screen AC unit
- Provide low maintenance lawn at outdoor bench areas allowing people to sit if desired
- Mulch at house perim maintenance benefits t

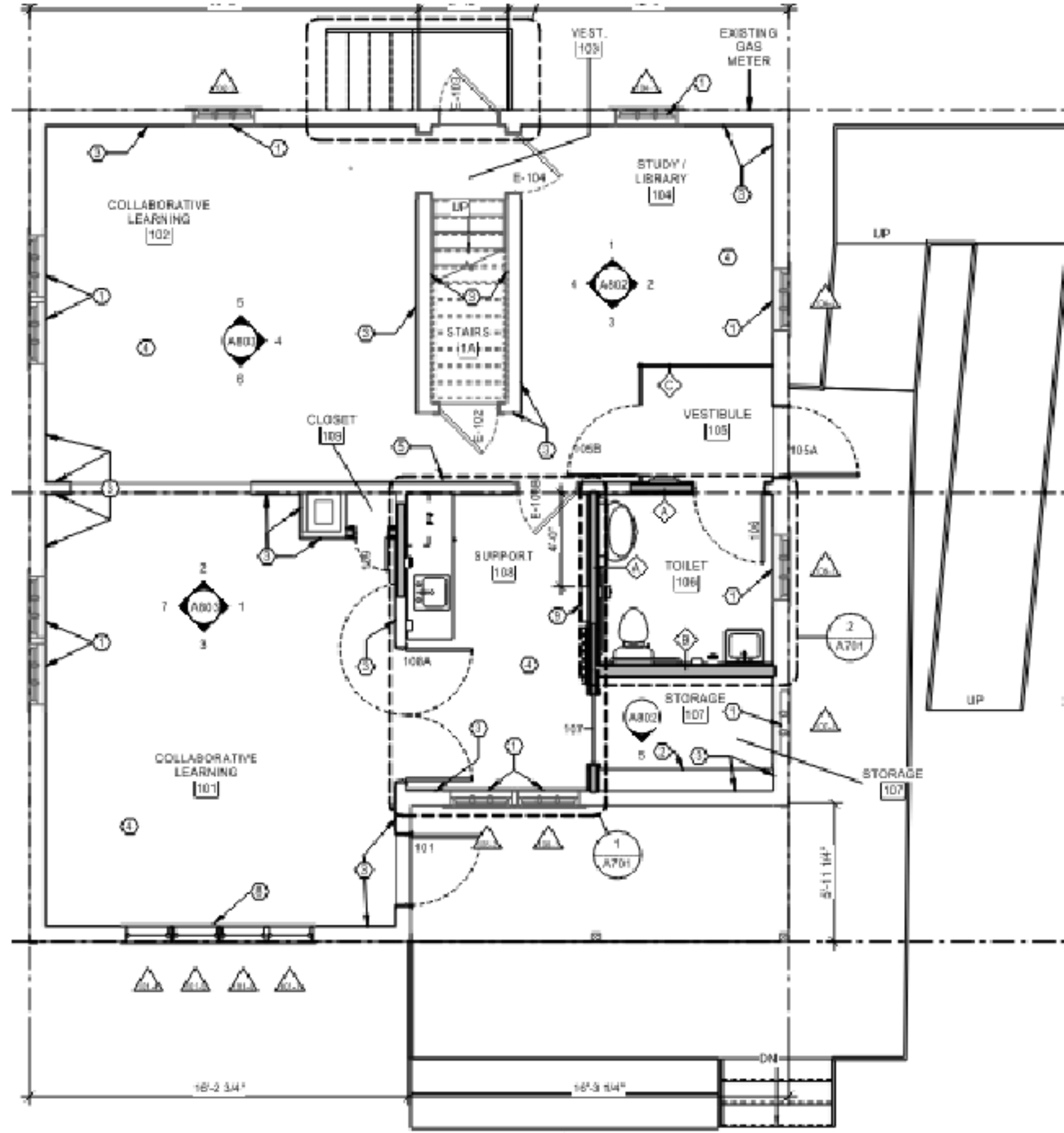
Design Development - Floor Plan Update - Basement



Design Goal: Minimize system runs and maintain head clearances as much as possible.

- Place fire riser equipment in NE corner and maintain access/clearance to existing window.
- Relocate Electrical Panel to allow Fire Riser space.
- Add water softener for durability of new equipment
- Reuse existing chimney for venting of equipment

Design Development - Floor Plan - First Floor



Design Goal: Maintain as much of the original layout and character as possible and adjust for accessibility as needed.

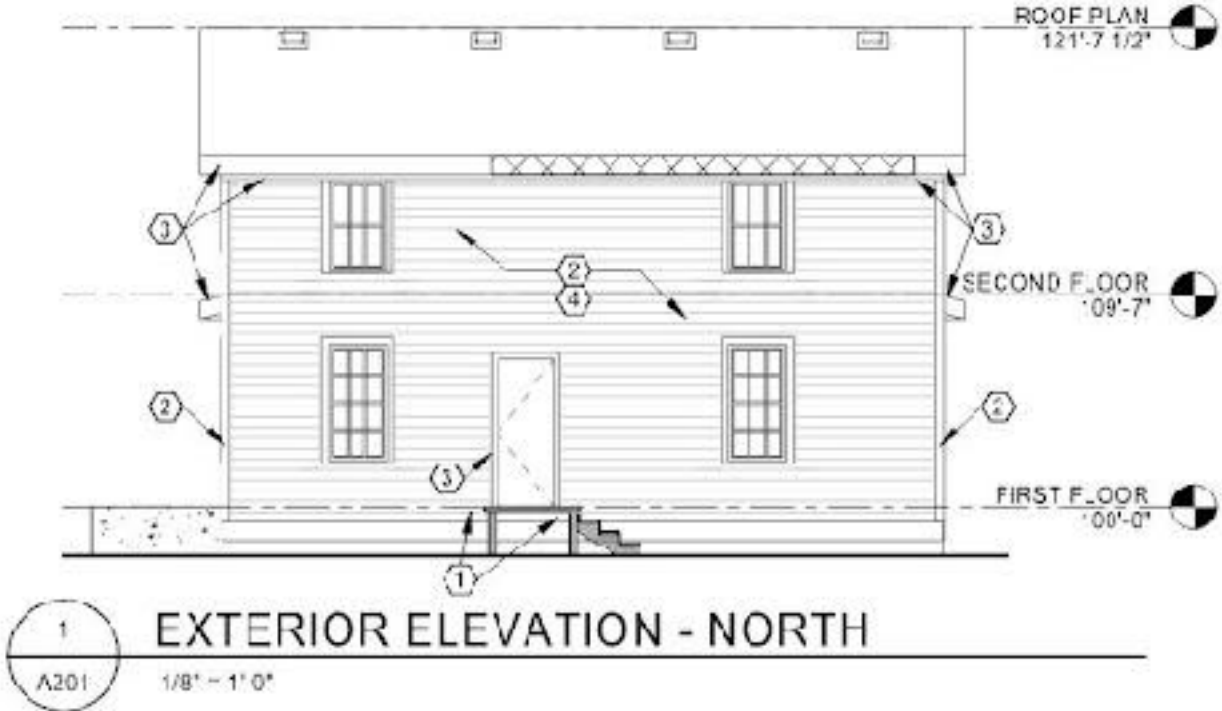
- Enlarge restroom to be ADA compliant

- Relocate plumbing functions into Support Space

- Provide a glass vestibule for climate control and security

- Integrate storytelling through visual display, art and artifact display

Design Development - Preservation Update - Window Elevations



7/7/2022 5:23:58 PM | Project# WAYZATA_FORE | L:\WAYZATA_FORE\BIM\CAD\Revit



Design Goal: Retain and restore existing windows to the greatest extent possible.

-Replacement components (or entire windows if necessary) - the replacements will be made matching the window's original design

-South facing window in 1960's addition is meant to be compatible with other windows in the home while clearly not be historic in appearance.



7/7/2022 5:23:58 PM | Project# WAYZATA_FORE | L:\WAYZATA_FORE\BIM\CAD\Revit



Design Development - Furniture RFP

[illegible][illegible]



THE END
THANK YOU!

Design Development Review #2 | 8-16-22

SECTION FOREMAN HOUSE REHABILITATION

100% DD SUBMISSION - 07.29.2022

NOT FOR CONSTRUCTION

OWNER

Contact: Emily Goellner
City of Wayzata, MN
600 Rice St E
Wayzata, MN 55391
952.404.5312

ARCHITECT

Rebecca Muchow
Cushing Terrell
226 N Washington Ave, Ste 200
Minneapolis, MN 55401
612.213.2188

LANDSCAPE ARCHITECT

Mitchell Cookas
Kimley-Horn
767 N Eustis St, Ste 100
St. Paul, MN 55114
612.294.7250

MECH/PLUMB ENGINEER

Som Boualaphanh
Victus Engineering
2327 Wycliff St, Ste 230
St. Paul, MN 55114
612.889.2807

STRUCTURAL ENGINEER

Bradley Severson
Kimley-Horn
767 N Eustis St, Ste 100
St. Paul, MN 55114
612.294.9735

ELECTRICAL ENGINEER

Willow Nichols
Victus Engineering
2327 Wycliff St, Ste 230
St. Paul, MN 55114
612.461.3173

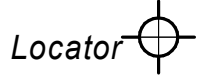
CIVIL ENGINEER

Kimley-Horn
767 N Eustis St, Ste 100
St. Paul, MN 55114

PROJECT LOCATION:

738 LAKE ST N, WAYZATA, MN 55391

VICINITY MAP:



GENERAL PROJECT NOTES

- A. OWNER MAINTAINS RIGHT OF FIRST REFUSAL FOR ALL DEMOLITION WASTE TO BE REMOVED (SHOWN ON DRAWINGS AS DEMOLITION).
- B. THIS BUILDING IS INDIVIDUALLY LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES. ALL WORK SHALL CONFORM TO THE SECRETARY OF INTERIOR'S STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES.
- C. DURING THE COURSE OF CONSTRUCTION, CONTRACTOR TO FULLY PROTECT ALL SURFACES AND ITEMS TO REMAIN. ALL COMPONENTS AND FINISHES DAMAGED AS A RESULT OF WORK ARE TO BE RESTORED BY CONTRACTOR TO MATCH ORIGINAL CONSTRUCTION.
- D. ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS INCLUDING BUT NOT LIMITED TO THE 2018 INTERNATIONAL BUILDING CODE.
- E. DO NOT SCALE THE DRAWINGS. VERIFY ALL DIMENSIONS IN THE FIELD.
- F. CONTRACTOR AND ALL SUB-CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION. NOTIFY THE ARCHITECT IMMEDIATELY OF ANY INCONSISTENCIES OR DISCREPANCIES IN THE DRAWINGS AND/OR SPECIFICATIONS COMPARED TO EXISTING CONDITIONS.
- G. PROVIDE DEMOLITION AND PATCHING NOT SHOWN BUT REQUIRED FOR THE INSTALLATION OF NEW DETAILS OR AS REQUIRED FOR THE WORK.
- H. ALL WORK SHALL BE PERFORMED IN A MANNER SO AS NOT TO INCREASE/CAUSE A FIRE HAZARD.
- I. ALL WORK SHOWN ON THESE DRAWINGS IS NEW UNLESS OTHERWISE INDICATED.
- J. CONTRACTOR TO PROVIDE PROTECTION WHERE NECESSARY TO PROTECT THE PUBLIC AND ADJACENT AREAS OF THE BUILDING DURING CONSTRUCTION AS DIRECTED BY THE OWNER.
- K. CONTRACTOR TO PROVIDE TEMPORARY STRUCTURAL BRACING AS REQUIRED DURING WORK.
- L. WHERE INSTRUCTED TO MATCH EXISTING MATERIALS, DUPLICATE DAMAGED AND DETERIORATED BUILDING ELEMENTS IN ALL RESPECTS INCLUDING, BUT NOT LIMITED TO, MATERIAL, FINISH, DIMENSION, AND PROFILE.
- M. UTILIZE APPROPRIATE REPLACEMENT AND REPAIR TECHNIQUES TO ENSURE HISTORICALLY COMPATIBLE MODIFICATIONS. REPAIR OR IN-FILL ITEMS ARE TO MATCH AND BLEND WITH ADJACENT SURFACES AND FEATURES.

ABBREVIATIONS

AB	ANCHOR BOLT	JT	JOINT
AC	ACOUSTICAL		
ACCESS	ACCESSIBLE	LAM	LAMINATED
ACT	ACOUSTICAL CEILING TILE	LAV	LAVATORY
ADJ	ADJUSTABLE	LL	LIVE LOAD
AFF	ABOVE FINISHED FLOOR		
AGG	AGGREGATE	MATL	MATERIAL
ALT	ALTERNATE	MAX	MAXIMUM
ANOD	ANODIZED	MBR	MEMBER
APC	ACOUSTICAL PANEL CEILING	MC	MECHANICAL CONTRACTOR
APPX	APPROXIMATE	MECH	MECHANICAL (DWGS, SPECS)
ARCH	ARCHITECT (URAL)	MFR	MANUFACTURER
		MIN	MINIMUM
BD	BOARD	MISC	MISCELLANEOUS
BLDG	BUILDING	MTD	MOUNT (ED), (ING)
BLKG	BLOCKING	MTL	METAL
BM	BENCH MARK		
BOS	BOTTOM OF STRUCTURE	NIC	NOT IN CONTRACT
BRG	BEARING	NOM	NOMINAL
		NRC	NOISE REDUCTION COEFFICIENT
		NTS	NOT TO SCALE
C	CARPET		
CAB	CABINET	OC	ON CENTER (S)
CER	CERAMIC	OPENING	OPENING
CG	CORNER GUARD	OPNG	OPENING
CJT	CONTROL JOINT	OPP	OPPOSITE
CLG	CEILING	OD	OUTSIDE DIAMETER
COL	COLUMN	OJ	OVER
CONC	CONCRETE	OFCI	OWNER FURNISHED,
CONST	CONSTRUCTION		CONTRACTOR INSTALLED
CONT	CONTINUOUS, CONTINUE	OFOI	OWNER FURNISHED,
CONTR	CONTRACT (OR)		OWNER INSTALLED
CSVB	COVED SHEET VINYL BASE		
		P	PAINT (ED)
DEMO	DEMOLISH, DEMOLITION	PEFS	PREFORMED EXPANDING
DF	DRINKING FOUNTAIN		FOAM SEALANT
DIA	DIAMETER	PCF	POUNDS PER CUBIC FOOT
DIM	DIMENSION	PL	PROPERTY LINE
DL	DEAD LOAD	PLAM	PLASTIC LAMINATE
DTL	DETAIL	PLF	POUNDS PER LINEAL FOOT
DWG	DRAWING	PLY	PLYWOOD
		PREFIN	PRE-FINISHED
EB	EXPANSION BOLT		
ELEC	ELECTRIC (AL)	PSI	POUNDS PER SQUARE FOOT
ELEV	ELEVATION	PT	PRESSURE TREATED
EP	EPOXY PAINT	PVC	POLYVINYL CHLORIDE
EQ	EQUAL		
EST	ESTIMATE	QTY	QUANTITY
ETR	EXISTING TO REMAIN	RAF	RAISE ACCESS FLOORING
EXP	EXPANSION	RB	RUBBER BASE
EJ	EXPANSION JOINT	REF	REFERENCE
EXT	EXTERIOR	REINF	REINFORCE (D), (ING)
		REQD	REQUIRED
		REV	REVISION (S), REVISED
		RO	ROUGH OPENING
FA	FIRE ALARM		
FBO	FURNISHED BY OTHERS		
FD	FLOOR DRAIN	SC	SOLID CORE
FE	FIRE EXTINGUISHER	SCHED	SCHEDULE
FEC	FIRE EXTINGUISHER CABINET	SOWD	SOLID CORE WOOD
FF	FACTORY FINISH	SFRM	SPRAY-FOAMED FIRE RESISTIVE
FIN	FINISH (ED)	SG	SAFETY GLASS
FLR	FLOOR (ING)	SHT	SHEET
FND	FOUNDATION	SIM	SIMILAR
FO	FACE OF	SPEC	SPECIFICATION (S)
FOC	FACE OF CONCRETE	SO	SQUARE
FOS	FACE OF STUD	STD	STANDARD
FP	FIREPROOF	STOR	STORAGE
FR	FIRE RATED	STRUCT	STRUCTURAL (DWGS, SPECS)
FT	FIRE TREATED	SYS	SYSTEM
FRP	FIBERGLASS REINFORCED		
	PANEL	TD	TRENCH DRAIN
FTG	FOOTING	TEL	TELEPHONE
FUR	FURRED (ING)	TEMP	TEMPERED
		T&G	TONGUE AND GROOVE
GA	GAGE, GAUGE	TOW	TOP OF WALL
GC	GENERAL CONTRACTOR	TWIC	TRANSPORTATION WORKER
GF/GI	GOVERNMENT FURNISHED/ GOVERNMENT INSTALLED	TYP	IDENTIFICATION CREDENTIAL TYPICAL
GSM	GALVANIZED SHEET METAL		
GYP	GYP	UNFIN	UNFINISHED
GWB	GYP	UNO	UNLESS NOTED OTHERWISE
	GYP		
HDR	HEADER	VB	VAPOR BARRIER
HC	HOLLOW CORE	VCT	VINYL COMPOSITION TILE
HM	HOLLOW METAL	VER	VERIFY
HOR	HORIZONTAL	VERT	VERTICAL
HRS	HOT ROLLED STEEL	VIF	VERIFY IN FIELD
HT	HEIGHT		
HTG	HEATING	WC	WATER CLOSET
HVAC	HEATING/VENTILATING/ AIR CONDITIONING	WD	WOOD
		WB	WOOD BASE
		WH	WATER HEATER
IFRM	INTUMESCENT FIRE-RESISTIVE	W/	WITH
INCL	INCLUDE (D), (ING)	W/O	WITHOUT
ID	INSIDE DIAMETER	WWF	WELDED WIRE FABRIC
INSUL	INSULATE (D), (ION)		
INT	INTERIOR		

SHEET INDEX

GENERAL

- G001 COVER
G002 ADA STANDARDS
G003 LIFE SAFETY PLAN

CIVIL

- C100 GENERAL NOTES
C200 DEMO PLAN
C300 EROSION AND SEDIMENT CONTROL PLAN - PHASE 1
C301 EROSION AND SEDIMENT CONTROL PLAN - PHASE 2
C302 EROSION AND SEDIMENT CONTROL DETAILS
C400 SITE PLAN
C401 SITE DIMENSIONING PLAN
C402 LIFT STATION ACCESS PLAN
C500 GRADING PLAN
C501 GRADING ENLARGEMENTS
C600 UTILITY PLAN
C700 CIVIL DETAILS
C701 CIVIL DETAILS
C702 CIVIL DETAILS

LANDSCAPE

- L100 LANDSCAPE PLAN
L101 LANDSCAPE DETAILS

STRUCTURAL

- S000 STRUCTURAL NOTES
S001 STRUCTURAL NOTES
S002 STRUCTURAL NOTES
S003 STRUCTURAL NOTES
S100 BASEMENT PLAN
S101 LEVEL 1 FRAMING PLAN
S102 LEVEL 2 FRAMING PLAN
S103 ROOF FRAMING PLAN

ARCHITECTURAL

- A101 DEMO & FLOOR PLANS - BASEMENT
A102 DEMO & FLOOR PLANS - FIRST FLOOR
A103 DEMO & FLOOR PLANS - SECOND FLOOR
A104 ROOF PLAN
A105 ROOF ENLARGED PLANS AND DETAILS
A201 EXTERIOR ELEVATIONS - NORTH & WEST
A202 EXTERIOR ELEVATIONS - SOUTH & EAST
A401 STAIR PLANS AND DETAILS
A601 DOOR SCHEDULE
A602 WINDOW SCHEDULE
A701 ENLARGED PLANS AND ELEVATIONS
A802 INTERIOR ELEVATIONS
A803 INTERIOR ELEVATIONS
A901 DEMO & REFLECTED CEILING PLANS

FIRE PROTECTION

- F001 FIRE PROTECTION SITE PLAN
F101 FIRE PROTECTION BASEMENT FLOOR PLAN
F102 FIRE PROTECTION FIRST FLOOR PLAN
F103 FIRE PROTECTION SECOND FLOOR PLAN
F200 FIRE PROTECTION SECTIONS

FIRE ALARM

- FA001 FIRE ALARM SYSTEM INFORMATION
FA101 FIRE ALARM BASEMENT FLOOR PLAN
FA102 FIRE ALARM FIRST FLOOR PLAN
FA103 FIRE ALARM SECOND FLOOR PLAN

PLUMBING

- P000 PLUMBING TITLE SHEET
DP101 DEMOLITION PLUMBING FLOOR PLANS
P101 PLUMBING FLOOR PLANS
P102 PLUMBING FLOOR PLANS
P200 PLUMBING SCHEDULES AND DETAILS

MECHANICAL

- M000 MECHANICAL TITLE SHEET
DM101 DEMOLITION MECHANICAL FLOOR PLANS
DM102 DEMOLITION MECHANICAL FLOOR PLANS
M101 MECHANICAL FLOOR PLANS
M102 MECHANICAL FLOOR PLANS
M200 MECHANICAL SCHEDULES

ELECTRICAL

- E000 ELECTRICAL TITLE SHEET
E001 ELECTRICAL SITE PLAN
DE101 DEMOLITION ELECTRICAL FLOOR PLANS
DE102 DEMOLITION ELECTRICAL FLOOR PLANS
E100 ELECTRICAL PLANS - BASEMENT
E101 ELECTRICAL PLANS - FIRST FLOOR
E102 ELECTRICAL PLANS - SECOND FLOOR
E200 ELECTRICAL SCHEDULES

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | MUCHOW
DRAWN BY | MCCOY
REVISIONS

COVER

G001

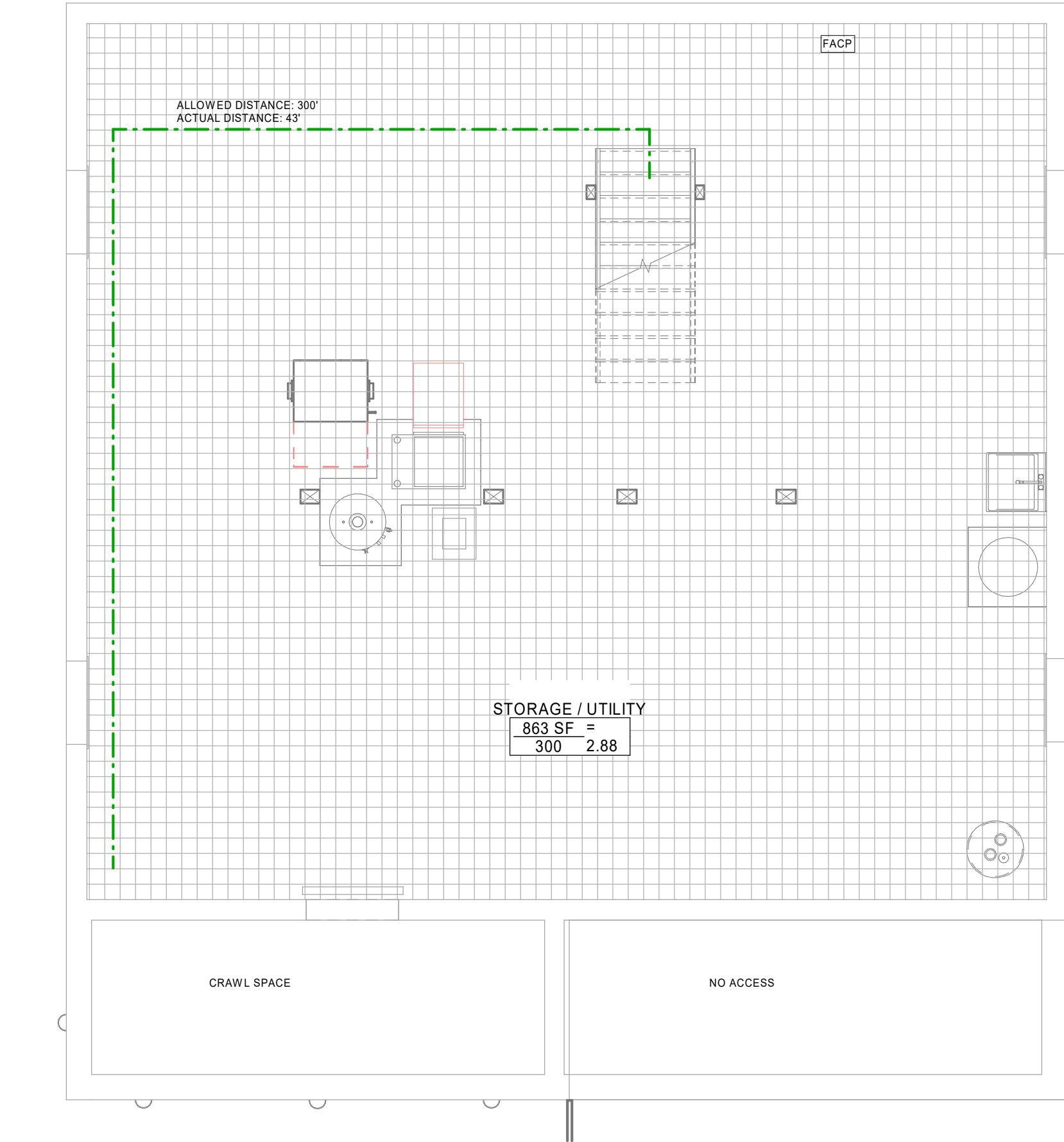
CODE PLAN LEGEND

OCCUPANCY TAG:
ROOM / AREA NAME
ROOM / AREA NUMBER
SPACE AREA
NUMBER OF OCCUPANTS
OCCUPANT LOAD FACTOR

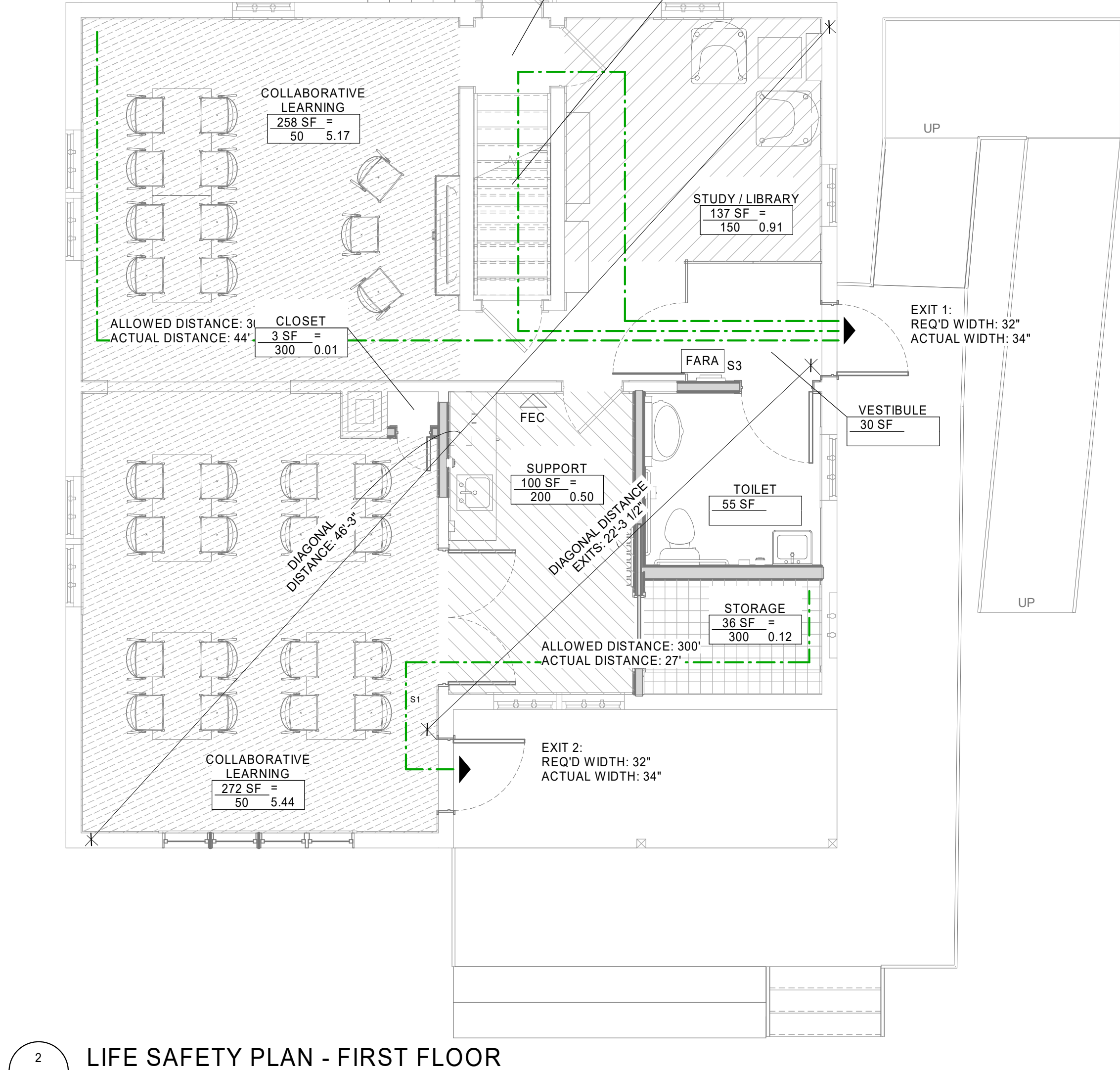
ROOM NAME
88888 SF = ###
###

- OCCUPANCY TYPE 'B-2'
SEE PLAN FOR SEATING TYPES
- OCCUPANCY TYPE 'B'
LIBRARY - 50 NET
- OCCUPANCY TYPE 'B'
KITCHEN - 200 GROSS
- OCCUPANCY TYPE 'S-1'
STORAGE - 300 GROSS
- EXIT PATH
- 1 HOUR FIRE BARRIER - SEAL
PERMIETER AND PENETRATIONS
PER DETAILS ON THIS SHEET
- UL RATED FIRE DOOR AND FRAME
WITH RATING AS INDICATED
- SEE SHEET A601
- EXIT
- FIRE EXTINGUISHER CABINET AND
EXTINGUISHER - SEE SPECS
- SURFACE MOUNTED FIRE
EXTINGUISHER - SEE SPECS
- S#
S1 OCCUPANT CAPACITY
S2 LIVE LOAD
S3 ACCESSIBLE RESTROOM
PICTOGRAPH
- FARA
FIRE ALARM ANNUNCIATOR,
SEE ELEC.
- FACP
FIRE ALARM CONTROL PANEL,
SEE ELEC.

NOTE: SEE ELECTRICAL FOR ILLUMINATED
EXIT SIGNS.



1 LIFE SAFETY PLAN - BASEMENT
G003 1/4" = 1'-0"



2 LIFE SAFETY PLAN - FIRST FLOOR
G003 1/4" = 1'-0"

SUMMARY CODE REVIEW

GOVERNING CODES (STATE AMENDMENTS TO 2018 IBC)

- BUILDING CODE: 2020 MN BUILDING CODE
- ENERGY CODE: 2020 MN ENERGY CODE
- MECHANICAL CODE: 2020 MN MECHANICAL AND FUEL GAS CODE
- PLUMBING CODE: 2015 MN PLUMBING CODE
- FIRE CODE: 2020 FIRE CODE
- ACCESSIBILITY: 2020 MN ACCESSIBILITY CODE
- EXISTING BUILDING CODE: 2020 CONSERVATION CODE FOR EXISTING BUILDINGS
- ELECTRICAL CODE: MN ELECTRICAL CODE

SITE INFORMATION

- LEGAL DESCRIPTION: LOT 14
- ZONING: R-2 RESIDENTIAL - REZONING REQUIRED
- SETBACKS - N/A - REZONING AND SEEKING VARIANCE FOR EXISTING NON-COMPLIANCE
- PARKING SPACE EXISTING: NA
- PARKING SPACES REQUIRED: NA - VARIANCE WILL BE PURSUED
- PARKING SPACES PROPOSED: NA

BUILDING INFORMATION

- OCCUPANCY CLASSIFICATION: B (PER 303.1.1 SMALL BUILDINGS AND TENANT SPACES: A BUILDING OR TENANT SPACE USED FOR ASSEMBLY PURPOSES WITH AN OCCUPANT LOAD OF LESS THAN 50 PERSONS SHALL BE CLASSIFIED AS A GROUP B OCCUPANCY).
- OCCUPANCY CALCULATIONS/LOAD FACTORS
 - S-1: 300 GROSS 918 SF = 3 OCCS
 - A: 15 NET 540 SF = 36 OCCS
 - B: 50 NET 137 SF = 3 OCCS
 - B: 150 GROSS 539 SF = 4 OCC
 - TOTAL BUILDING: 46 OCCS
- CONSTRUCTION TYPE: VB UNPROTECTED (EXISTING); FIRE SPRINKLER WILL BE ADDED
- NUMBER OF STORIES: 2
- BUILDING HEIGHT:
 - ALLOWABLE: (NS 40/ S 60); ZONING MAX HEIGHT; NA NO CHANGE
 - ACTUAL: 21'-7.5"
- BASE ALLOWABLE AREA:
 - NS: 9,000 MORE RESTRICTIVE
 - SM: 27,000
- ALLOWABLE AREA WITH FRONTAGE: N/A NO CHANGE
- ACTUAL BUILDING AREA: 2,148 SF
- SEPARATION OF OCCUPANCIES (TABLE 508.4)
 - NO SEPARATION REQUIRED

- FIRE SPRINKLER SYSTEM: CURRENTLY PLANNED FOR ADDITION OF NFPA 13 SYSTEM
- FIRE SEPARATION AND RATING REQUIREMENTS (TABLE 601):
 - PRIMARY STRUCTURAL FRAME 0 HOURS
 - BEARING WALLS; EXTERIOR 0 HOURS
 - BEARING WALLS; INTERIOR 0 HOURS
 - NON-BEARING WALLS, INTERIOR 0 HOURS
 - FLOOR CONSTRUCTION 0 HOURS
 - ROOF CONSTRUCTION 0 HOURS

- THE CONSTRUCTION TYPE IS ASSUMED TO BE TYPE VB, WHICH MEANS THAT THE EXTERIOR WALLS HAVE A 0-HOUR FIRE RATING. THIS MEANS THE STRUCTURE MAY BE OF ANY MATERIAL PERMITTED BY THE CODE.

EGRESS REQUIREMENTS

- MINIMUM NUMBER OF EXITS (IBC 1006.3.2)
 - TABLE 1006.2.1 MAXIMUM COMMON PATH OF EGRESS TRAVEL WITH SPRINKLER SYSTEM: 100 FEET
 - TABLE 1006.3.2 MINIMUM NUMBER OF EXITS PER STORY:
 - BASEMENT LEVEL - 1 EXIT REQUIRED
 - 1ST LEVEL = 1 EXIT REQUIRED
 - 2ND LEVEL = 1 EXIT REQUIRED
- TABLE 1006.3.3(2) SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY; B = 49 OCCUPANTS
- CCEB TABLE 805.3.1.1(2) STORIES OR SPACES WITH ONE EXIT OR ACCESS TO ONE EXIT: MAX OCC LOAD PER STORY: 35
 - MAX EXIT ACCESS TRAVEL DISTANCE: 75 FEET.
- MINIMUM DISTANCE BETWEEN EXITS (IBC 1007.1.1)
 - WHERE A BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2, THE SEPARATION DISTANCE SHALL BE NOT LESS THAN ONE-THIRD OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE AREA SERVED.
- EXIT ACCESS TRAVEL DISTANCE (IBC 1017.2): WITH A SPRINKLER SYSTEM: B - 300 FEET
- EXIT WIDTH REQUIRED (IBC 1005.3.1 & 1005.3.2):
 - DOORS: MEANS OF EGRESS CAPACITY FACTOR: 0.2 INCH (SPRINKLED BUILDING, NO VOICE/ALARM)
 - STAIRS: MEANS OF EGRESS CAPACITY FACTOR: 0.3 INCH (SPRINKLED BUILDING, NO VOICE/ALARM)
- EXIT WIDTH PROVIDED:
 - DOOR: MIN 34"
 - STAIR: MIN 36" STAIRWAYS (IBC 1011.2): 36" MINIMUM ALLOWED WHERE LESS THAN 49 OCCUPANTS

- ACCESSIBILITY FOR EXISTING BUILDINGS (CCEB, SECT 305)
 - EXISTING BUILDINGS OR PORTIONS OF EXISTING BUILDINGS UNDERGOING MAINTENANCE, **CHANGE OF OCCUPANCY**, ADDITIONS, ALTERATIONS, OR RECONSTRUCTION DUE TO SUBSTANTIAL DAMAGE OR SUBSTANTIAL IMPROVEMENTS SHALL BE MADE ACCESSIBLE TO PERSONS WITH DISABILITIES AS REQUIRED BY MINNESOTA RULES, CHAPTER 1341. REFER TO MINNESOTA RULES, CHAPTER 1341, THE MINNESOTA ACCESSIBILITY CODE, FOR THE COMPLETE APPLICATION OF SECTION 305.

- BUILDING ALTERATIONS (CCEB, CHAPTER 6)

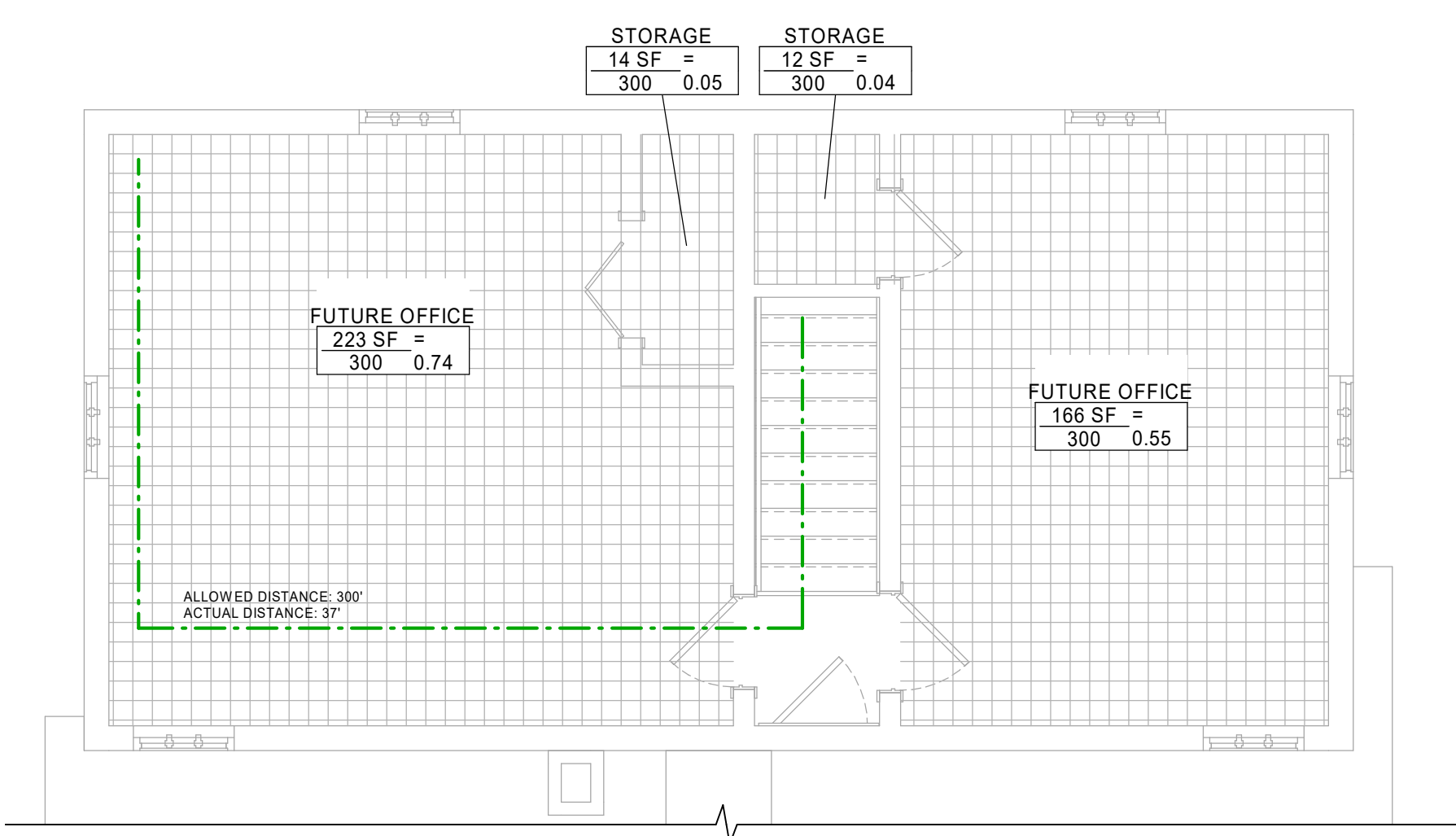
- 603.1: LEVEL 2 ALTERATIONS: INCLUDE THE RECONFIGURATION OF SPACE, THE ADDITION OR ELIMINATION OF ANY DOOR OR WINDOW, THE RECONFIGURATION OR EXTENSION OF ANY SYSTEM, OR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT. LEVEL 2 ALTERATIONS SHALL COMPLY WITH CHAPTER 7 FOR LEVEL 1 ALTERATIONS AS WELL AS PROVISIONS OF CHAPTER 8.

- CCEB, CHAPTER 12- HISTORIC BUILDINGS

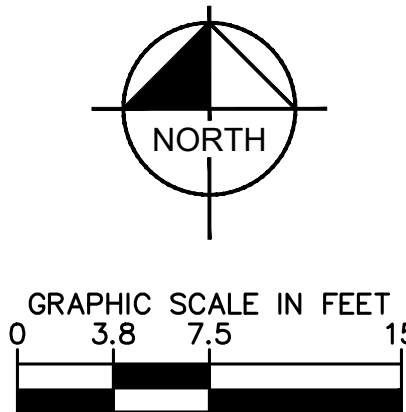
- 1204.6 MEANS OF EGRESS: EXISTING DOOR OPENINGS AND CORRIDOR AND STAIRWAY WIDTHS LESS THAN THOSE THAT WOULD BE ACCEPTABLE FOR NON-HISTORIC BUILDINGS UNDER THESE PROVISIONS SHALL BE **APPROVED**, PROVIDED THAT, IN THE OPINION OF THE **CODE OFFICIAL**, THERE IS SUFFICIENT WIDTH AND HEIGHT FOR A PERSON TO PASS THROUGH THE OPENING OR TRAVERSE THE EXIT AND THAT THE CAPACITY OF THE EXIT SYSTEM IS ADEQUATE FOR THE OCCUPANT LOAD, OR WHERE OTHER OPERATIONAL CONTROLS TO LIMIT OCCUPANCY ARE **APPROVED BY THE CODE OFFICIAL**.

- 1204.7 DOOR SWING: WHERE **APPROVED** BY THE **CODE OFFICIAL**, EXISTING FRONT DOORS NEED NOT SWING IN THE DIRECTION OF EXIT TRAVEL, PROVIDED THAT OTHER **APPROVED** EXITS HAVING SUFFICIENT CAPACITY TO SERVE THE TOTAL OCCUPANT LOAD ARE PROVIDED.

- 1204.11 STAIRWAYS AND GUARDS.
 - EXCEPTION: FOR BUILDINGS LESS THAN 3,000 SQUARE FEET (279 M²), EXISTING CONDITIONS ARE PERMITTED TO REMAIN AT ALL STAIRWAYS AND GUARDS.



3 LIFE SAFETY PLAN - SECOND FLOOR
G003 1/4" = 1'-0"



	EXISTING WETLAND / STORMWATER MANAGEMENT AREA
	ROCK ENTRANCE
	EROSION CONTROL BLANKET
	INLET PROTECTION
	SILT FENCE
	LIMITS OF DISTURBANCE
	SAFETY FENCE
	SILTATION CURTAIN

- (A) DISTURBANCE LIMITS
- (B) SILT FENCE
- (C) SILTATION CURTAIN
- (D) CONSTRUCTION ENTRANCE
- (E) CONSTRUCTION FENCE

PH. I BMP QUANTITIES TABLE	
CONSTRUCTION FENCE	±240 LF
SILT FENCE	±385 LF
ROCK CONSTRUCTION ENTRANCE	1 EA.
SUBMERGED SILTATION CURTAIN	±110 LF

1. ALL PERIMETER SILT FENCE AND ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CONSTRUCT DRAINAGE BASINS PRIOR TO SITE GRADING.
3. THE CONTRACTOR SHALL INSTALL CATCH BASIN EROSION CONTROL MEASURES.
4. WITHIN TWO WEEKS (14 DAYS) OF SITE GRADING, ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, SOD, OR ROCK BASE. REFER TO LANDSCAPE PLANS FOR MATERIALS.
5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, STATE, AND WATERSHED DISTRICT PERMITS.
6. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF SILT IN FRONT OF SILT FENCES DURING THE DURATION OF THE CONSTRUCTION.
7. ANY EXCESS SEDIMENT IN PROPOSED BASINS SHALL BE REMOVED BY THE CONTRACTOR.
8. REMOVAL ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
9. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS AND SHALL SWEEP ADJACENT STREETS AS NECESSARY IN ACCORDANCE WITH CITY REQUIREMENTS.
10. IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.

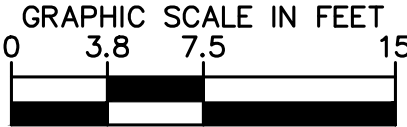
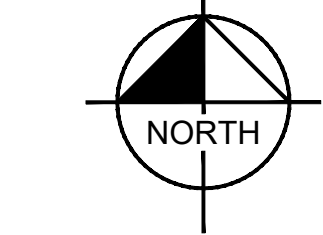
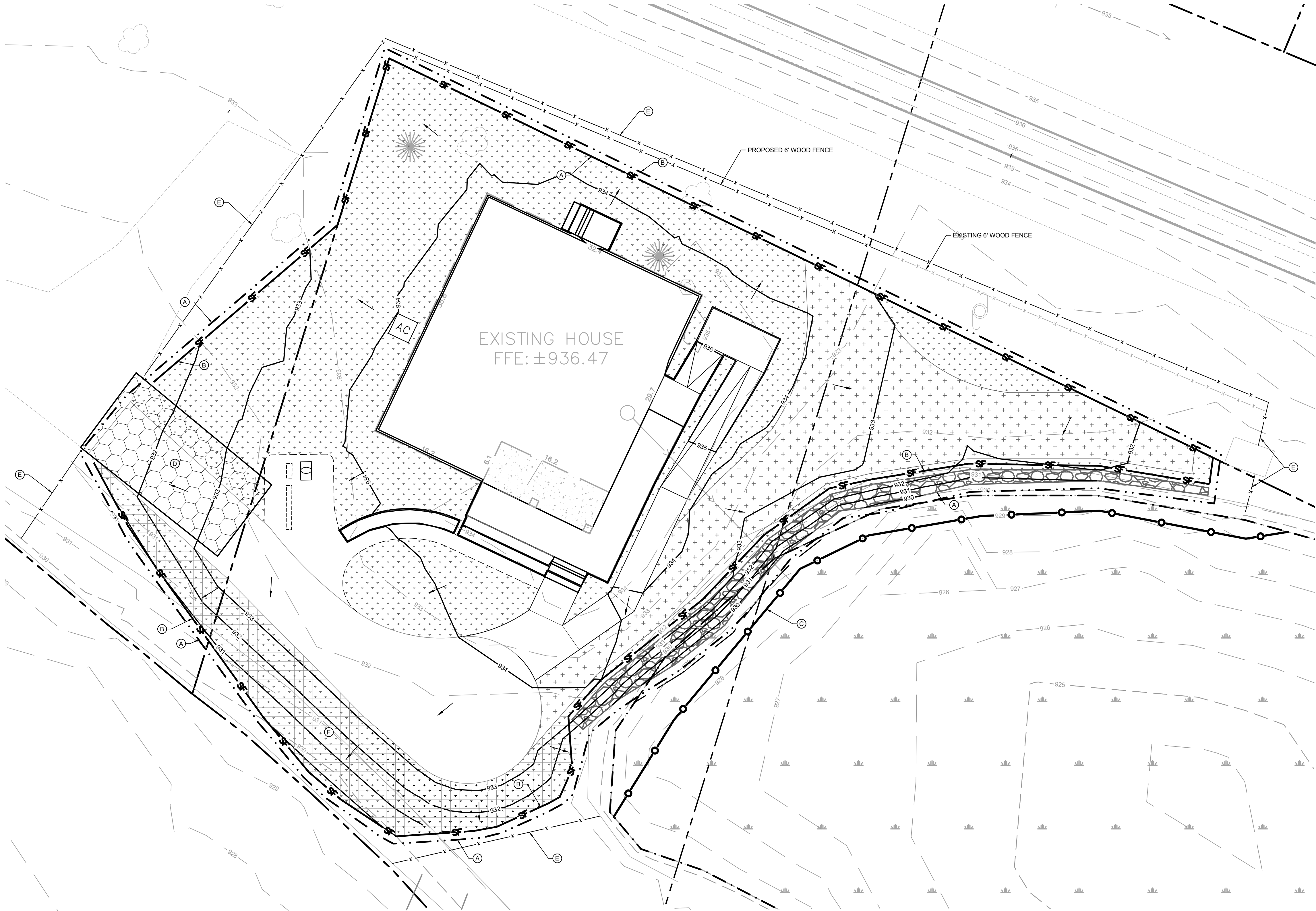
UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

BMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:

1. INSTALL INLET PROTECTION AT EXISTING STORMWATER CULVERTS.
2. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE (1). CONCRETE WASHOUT PIT (1) AND INSTALL SILT FENCE.
3. PREPARE TEMPORARY PARKING AND STORAGE AREA.
4. CONSTRUCT AND STABILIZE DIVERSIONS AND TEMPORARY SEDIMENT TRAPS.
5. PERFORM CLEARING AND GRUBBING OF THE SITE. PERFORM MASS GRADING.
6. REMOVE EXISTING DRAINAGE PROPOSED DRAINAGE PATTERN.
7. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
7. TEMPORARILY SEED WITH PURE LIME SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE OR AS REQUIRED BY NPDES AND/OR CITY OF WAYZATA GRADING PERMIT.

SHEET NUMBER		C300	
SECTION FOREMAN HOUSE REHAB PREPARED FOR		MIN	
CUSHING TERRELL		WAYZATA	
EROSION AND SEDIMENT CONTROL PLAN - PHASE 1		KHA PROJECT 160145001 DATE 7/29/2022	
SCALE AS SHOWN		DESIGNED BY CPH	
DRAWN BY CPH		CHECKED BY JFJ	
Kimley»»Horn		© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE 651-445-4197 WWW.KIMLEY-HORN.COM	
		No.	
		100% DO SET	
		7/29/2022	
		DATE	
		BY	

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- EXISTING WETLAND / STORMWATER MANAGEMENT AREA
- ROCK ENTRANCE
- EROSION CONTROL BLANKET
- INLET PROTECTION
- SILT FENCE
- LIMITS OF DISTURBANCE
- SAFETY FENCE
- SILTATION CURTAIN

KEYNOTE LEGEND

- (A) DISTURBANCE LIMITS
- (B) SILT FENCE
- (C) SILTATION CURTAIN
- (D) CONSTRUCTION ENTRANCE
- (E) CONSTRUCTION FENCE
- (F) EROSION CONTROL BLANKET

PH. 2 BMP QUANTITIES TABLE

CONSTRUCTION FENCE	±240 LF
SILT FENCE	±385 LF
ROCK CONSTRUCTION ENTRANCE	1 EA.
SUBMERGED SILTATION CURTAIN	±110 LF
EROSION CONTROL BLANKET	±650 LF

EROSION CONTROL PLAN NOTES

- ALL PERIMETER SILT FENCE AND ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CONSTRUCT DRAINAGE BASINS PRIOR TO SITE GRADING.
- THE CONTRACTOR SHALL INSTALL CATCH BASIN EROSION CONTROL MEASURES.
- WITHIN TWO WEEKS (14 DAYS) OF SITE GRADING, ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, SOD, OR ROCK BASE. REFER TO LANDSCAPE PLANS FOR MATERIALS.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, STATE, AND WATERSHED DISTRICT PERMITS.
- THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF SILT IN FRONT OF SILT FENCES DURING THE DURATION OF THE CONSTRUCTION.
- ANY EXCESS SEDIMENT IN PROPOSED BASINS SHALL BE REMOVED BY THE CONTRACTOR.
- REMOVAL ALL EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.
- THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS AND SHALL SWEEP ADJACENT STREETS AS NECESSARY IN ACCORDANCE WITH CITY REQUIREMENTS.
- IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.

SEQUENCE OF CONSTRUCTION:

- UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.
- BMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:
- INSTALL INLET PROTECTION AT EXISTING STORMWATER CULVERTS.
 - CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE (1), CONCRETE WASHOUT PIT (1) AND INSTALL SILT FENCE.
 - PREPARE TEMPORARY PARKING AND STORAGE AREA.
 - CONSTRUCT AND STABILIZE DIVERSIONS AND TEMPORARY SEDIMENT TRAPS.
 - PERFORM CLEARING AND GRUBBING OF THE SITE. PERFORM MASS GRADING.
 - ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
 - START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
 - TEMPORARILY SEED WITH PURE LIVE SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE OR AS REQUIRED BY NPDES AND/OR CITY OF WAYZATA GRADING PERMIT.

PRELIMINARY - NOT FOR CONSTRUCTION

SECTION FOREMAN
HOUSE REHAB
PREPARED FOR
CUSHING TERRELL

EROSION AND
SEDIMENT
CONTROL PLAN -
PHASE 2

WAYZATA MN

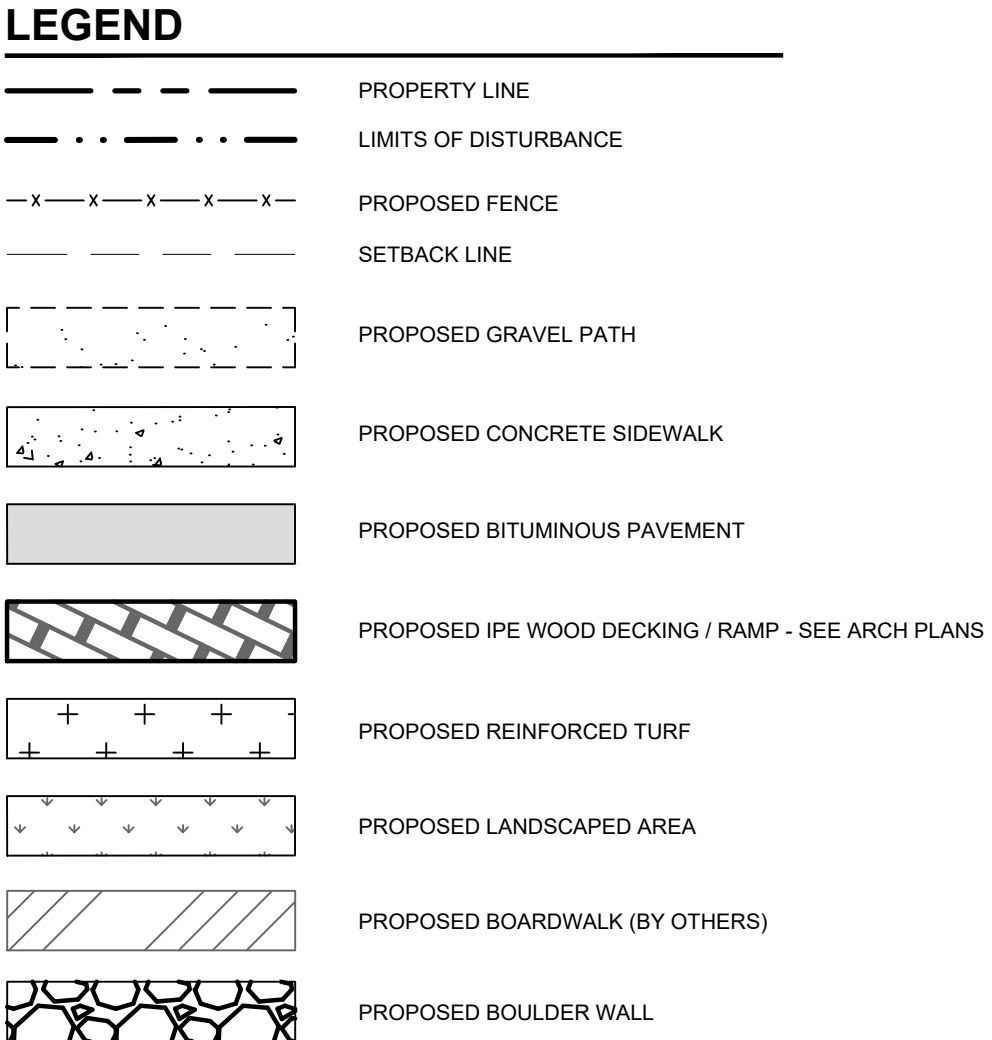
SHEET NUMBER
C301

KHA PROJECT
160145001
DATE
7/29/2022
SCALE
AS SHOWN
DESIGNED BY
CPH
DRAWN BY
CPH
CHECKED BY
JFJ

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE 651-945-4197
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY
1	100% DD SET	7/29/2022	CPH



1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
6. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY SATHRE BERQUIST, DATED 11/23/2021.

KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED THEREIN.
7. PYLON / MONUMENT SIGNS SHALL BE CONSTRUCTED BY OTHERS. SIGNS ARE SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIZE, LOCATION AND ANY REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE PYLON / MONUMENT SIGN.
8. CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
9. NO PROPOSED LANDSCAPING SUCH AS TREES OR SHRUBS, ABOVE AND UNDERGROUND STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHTS OF WAY UNLESS SPECIFICALLY NOTED ON PLANS OTHERWISE.
10. REFERENCE ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE DETAILS.
11. REFER TO FINAL PLAT OR ALTA SURVEY FOR EXACT LOT AND PROPERTY BOUNDARY DIMENSIONS.
12. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
13. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
14. ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.

(A)	CONCRETE SIDEWALK
(B)	BITUMINOUS PAVEMENT
(C)	IPE WOOD RAMP - SEE ARCH PLANS
(D)	IPE WOOD DECK / LANDING - SEE ARCH PLANS
(E)	PROPOSED DRINKING FOUNTAIN W / HOSE BIB - SEE MEP PLANS
(F)	SITE INTERPRETIVE SIGN - SEE ARCH PLANS
(G)	RELOCATED SITE HISTORICAL MARKER
(H)	PROPOSED LANDSCAPED AREA - SEE LANDSCAPE PLANS
(I)	PROPOSED GRAVEL PATH
(J)	PROPOSED REINFORCED TURF FOR LIFT STATION ACCESS PATH
(K)	PROPOSED 6" DECORATIVE FENCE - SEE ARCH PLANS FOR DETAILS
(L)	EXISTING UTILITY POLE TO REMAIN
(M)	EXISTING GAS METER TO REMAIN
(N)	PROPOSED AIR CONDITIONING UNIT - SEE MEP PLANS FOR DETAILS

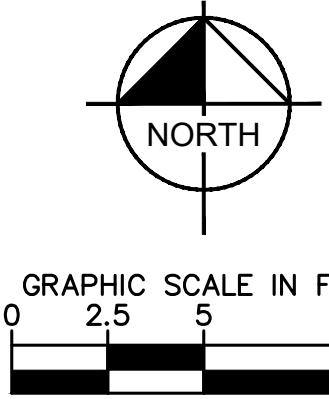
SHEET NUMBER		C400	
SECTION FOREMAN HOUSE REHAB PREPARED FOR CUSHING TERRELL WAYZATA		MN	
SITE PLAN			
KHA PROJECT 160145001	DATE 7/29/2022		
SCALE AS SHOWN	DESIGNED BY CPH		
DRAWN BY CPH	CHECKED BY JFJ		
 © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE: 651-455-4197 WWW.KIMLEY-HORN.COM			
		NO.	100% DD SET
		DATE	7/29/2022
		BY	CPH

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PRELIMINARY - NOT FOR CONSTRUCTION

SECTION FOREMAN HOUSE REHAB PREPARED FOR CUSHING TERRELL	KHA PROJECT 160145001			© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE 651-445-4197 WWW.KIMLEY-HORN.COM
	DATE 7/29/2022			
SHEET NUMBER C401	SCALE AS SHOWN		100% DD SET REVISIONS	DATE 7/29/2022 CPH
	DESIGNED BY CPH DRAWN BY CPH CHECKED BY JFJ			



PROPERTY LINE
EXISTING CONTOUR
PROPOSED CONTOUR

PROPOSED SPOT ELEVATION
PROPOSED HIGH POINT ELEVATION
PROPOSED LOW POINT ELEVATION
PROPOSED GUTTER ELEVATION
PROPOSED TOP OF CURB ELEVATION
PROPOSED FLUSH PAVEMENT ELEVATION
PROPOSED TOP-OF-DECK ELEVATION
PROPOSED BOTTOM-OF-DECK ELEVATION
MATCH EXISTING ELEVATION
PROPOSED EMERGENCY OVERTFLOW

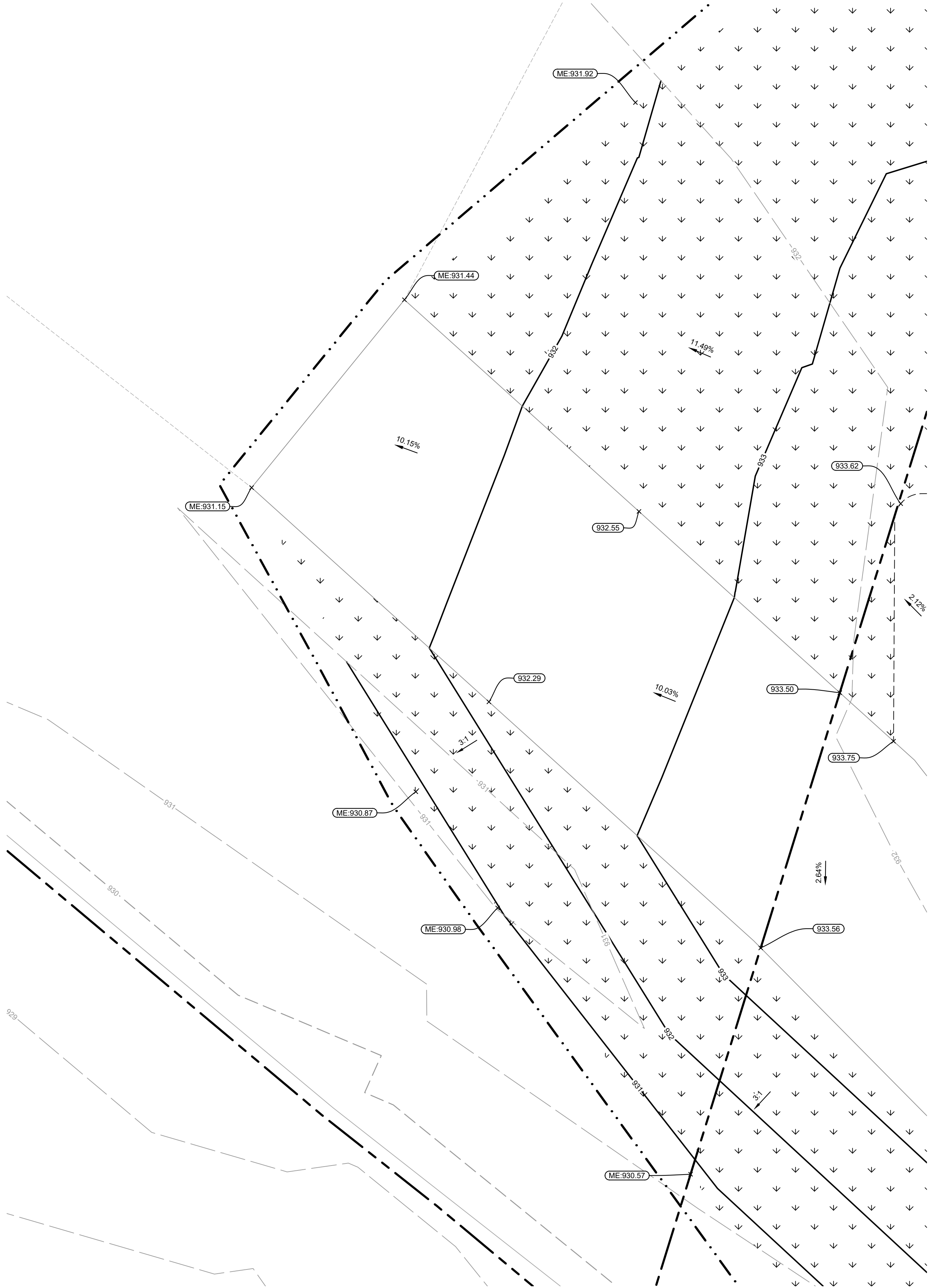
PROPOSED DRAINAGE DIRECTION
PROPOSED ADA SLOPE

- | | | | |
|-----|--|-----|---|
| 1. | ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF WAYZATA, SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS. | 11. | CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES TO PROVIDE POSITIVE DRAINAGE. |
| 2. | CONTRACTOR TO CALL GOPHER STATE CALL ONE @ 1-800-252-1166 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS. | 12. | INSTALL A MINIMUM OF 4" CLASS 5 AGGREGATE BASE UNDER CURB AND GUTTER AND CONCRETE SIDEWALKS. |
| 3. | STORM SEWER PIPE SHALL BE AS FOLLOWS:
RCP PER ASTM C-76
HDPE: 0' - 10' PER AASHTO M-252
HDPE: 12' OR GREATER PER ASTM F-2306
PVC SCH. 40 PER ASTM D-1785
STORM SEWER FITTINGS SHALL BE AS FOLLOWS:
RCP PER ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
HDPE PER ASTM 3212
PVC PER ASTM D-3034, JOINTS PER ASTM D-3212 | 13. | UPON COMPLETION OF EXCAVATION AND FILLING, CONTRACTOR SHALL RESTORE ALL STREETS AND DISTURBED AREAS ON SITE. ALL DISTURBED AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 4" OF TOPSOIL. |
| 4. | CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OR EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS. | 14. | ALL SPOT ELEVATIONS/CONTOURS ARE TO GUTTER / FLOW LINE UNLESS OTHERWISE NOTED. |
| 5. | SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT. | 15. | GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA STATE/NATIONAL STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2%. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5%. IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (1.5% TARGET) IN ALL DIRECTIONS. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES. |
| 6. | CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL. | 16. | MAINTAIN A MINIMUM OF 0.5% GUTTER SLOPE TOWARDS LOW POINTS. |
| 7. | CONTRACTOR SHALL EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. | 17. | CONTRACTOR TO PROVIDE 3" INSULATION BY 5' WIDE CENTERED ON STORM PIPE IF LESS THAN 4' OF COVER IN PAVEMENT AREAS AND LESS THAN 3' OF COVER IN LANDSCAPE AREAS. |
| 8. | GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE STREET READY FOR SUBBASE. | 18. | ALL STORM SEWER CONNECTIONS SHALL BE GASKETED AND WATER TIGHT INCLUDING MANHOLE CONNECTIONS. |
| 9. | ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE. | 19. | ALL STORM SEWER PIPE SHALL BE AIR TESTED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE. |
| 10. | REFER TO THE UTILITY PLAN FOR SANITARY SEWER MAIN, WATER MAIN SERVICE LAYOUT AND ELEVATIONS AND CASTING / STRUCTURE NOTATION. | 20. | MAINTAIN A MINIMUM OF 1.25% SLOPE IN BITUMINOUS PAVEMENT AREAS, 0.5% SLOPE IN CONCRETE PAVEMENT AREAS. |

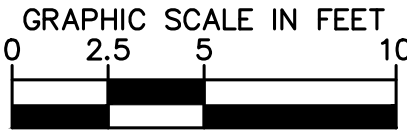
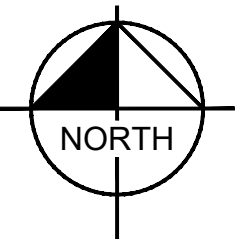
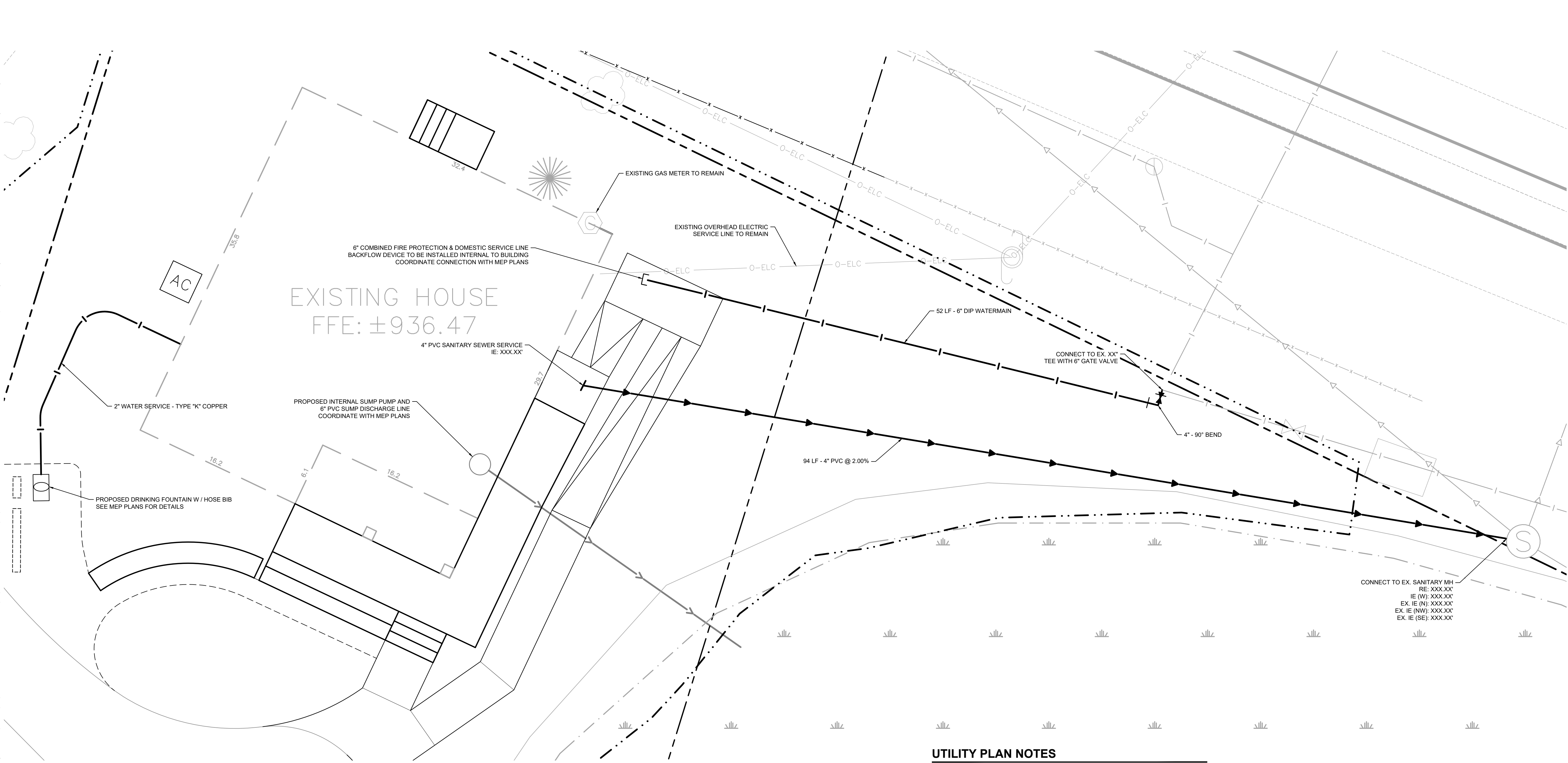
KHA PROJECT 160145001	DATE 7/29/2022	SCALE	AS SHOWN	CPH	CPH	JFJ
DESIGNED BY DRAWN BY CHECKED BY						

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

[illegible]



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

EXISTING	PROPOSED	
		GATE VALVE
		HYDRANT
		REDUCER
		TEE
		SANITARY SEWER MANHOLE
		SANITARY CLEANOUT
		WATERMAIN
		SANITARY SEWER
		STORM SEWER
		STORM SEWER
		UNDERGROUND ELECTRIC
		TELEPHONE
		GAS MAIN

NOTE:
COORDINATE ALL UTILITY
CONNECTIONS W/MEP PLANS

UTILITY PLAN NOTES

- ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
- SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
8" PVC SDR35 PER ASTM D-3034, FOR PIPES LESS THAN 12' DEEP
8" PVC SDR26 PER ASTM D-3034, FOR PIPES MORE THAN 12' DEEP
- WATER LINES SHALL BE AS FOLLOWS:
6" AND LARGER, PVC C-900 PER ASTM D 2241
CLASS 200 UNDER COUNTY ROADS, OTHERWISE CLASS 150
4" AND LARGER DUCTILE IRON PIPE PER AWWA C150
SMALLER THAN 3" PIPING SHALL BE COPPER TUBE TYPE "K" PER ANSI 816.22 OR PVC, 200 P.S.I., PER ASTM D1784 AND D2241.
- MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
- ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH RESTRAINTS SUCH AS THRUST BLOCKING, WITH STAINLESS STEEL OR COBALT BLUE BOLTS, OR AS INDICATED IN THE CITY SPECIFICATIONS AND PROJECT DOCUMENTS.
- ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE).
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 7'-5" COVER ON ALL WATERLINES.
- IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES, OR ANY OBSTRUCTION (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE SCH. 40 OR C900 WITH MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18" VERTICAL SEPARATION, MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI Z1.11 (AWWA C-151) (CLASS 50).
- LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
- TOPS OF MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH PROPOSED PAVEMENT ELEVATIONS, AND TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATIONS, IN GREEN AREAS, WITH WATERTIGHT LIDS.
- ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH AT 3000 P.S.I.
- EXISTING UTILITIES SHALL BE VERIFIED IN FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
- REFER TO INTERIOR PLUMBING DRAWINGS FOR TIE-IN OF ALL UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY OF WAYZATA AND/OR STATE OF MN WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES.
- CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
- CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
- BACKFLOW DEVICES (DDCV AND PRZ ASSEMBLIES) AND METERS ARE LOCATED IN THE INTERIOR OF THE BUILDING. REF. ARCH / MEP PLANS.
- ALL ONSITE WATERMAINS AND SANITARY SEWERS SHALL BE PRIVATELY OWNED AND MAINTAINED.
- ALL WATERMAIN STUBOUTS SHALL BE MECHANICALLY RESTRAINED WITH REACTION BLOCKING.

PRELIMINARY - NOT FOR CONSTRUCTION

SECTION FOREMAN
HOUSE REHAB
PREPARED FOR
CUSHING TERRELL

UTILITY PLAN

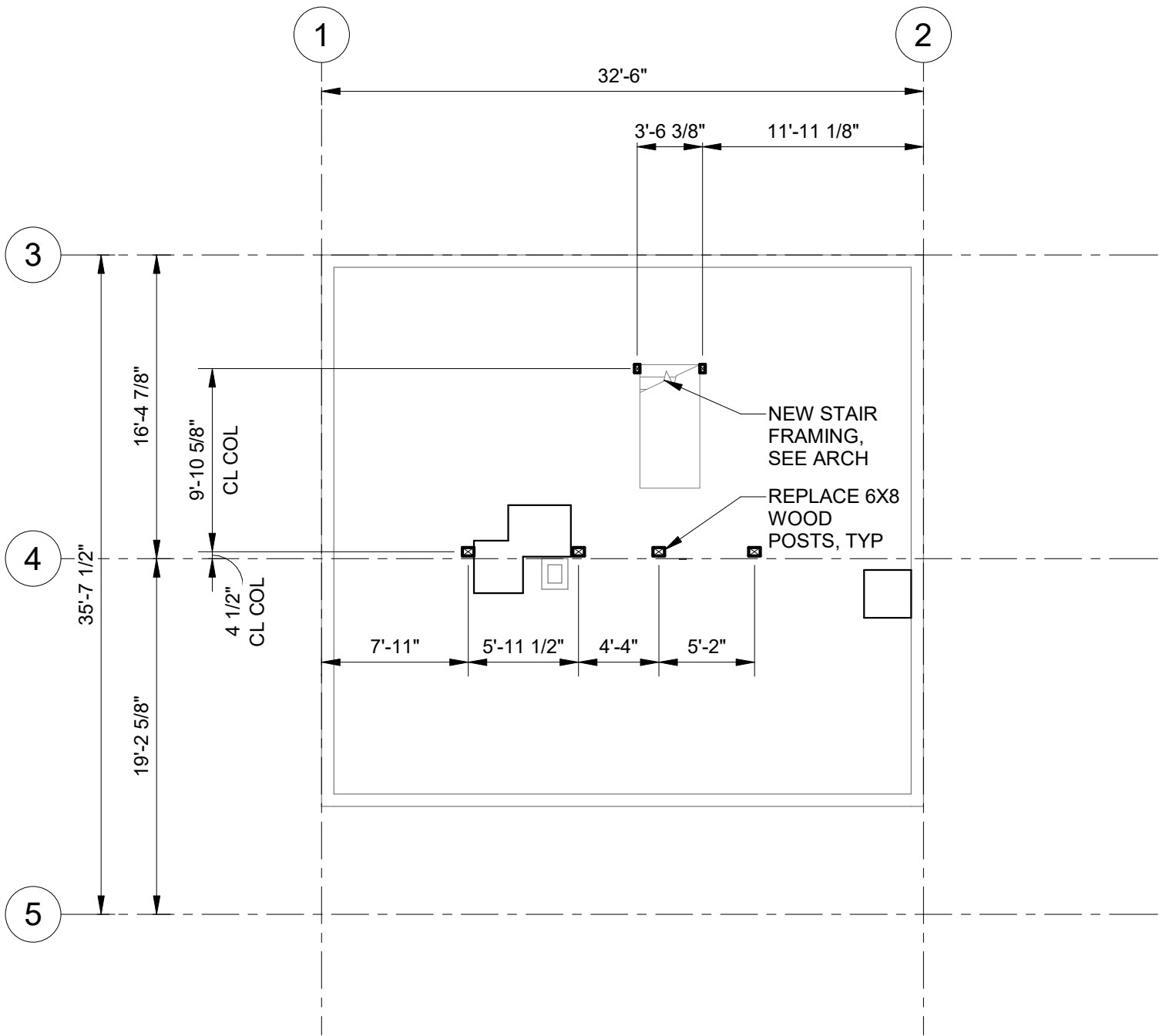
SHEET NUMBER
C600

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE 651-445-4197
WWW.KIMLEY-HORN.COM

KHA PROJECT	160145001
DATE	7/29/2022
SCALE	AS SHOWN
DESIGNED BY	CPH
DRAWN BY	CPH
CHECKED BY	JF-J

REVISIONS	DATE	BY
No.		
100% DD SET	7/29/2022	CPH



1
S100

BASEMENT PLAN

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

100% DESIGN
DEVELOPMENT
07.29.2022

DRAWN BY
CGA
CHECKED BY
BES

BASEMENT
PLAN

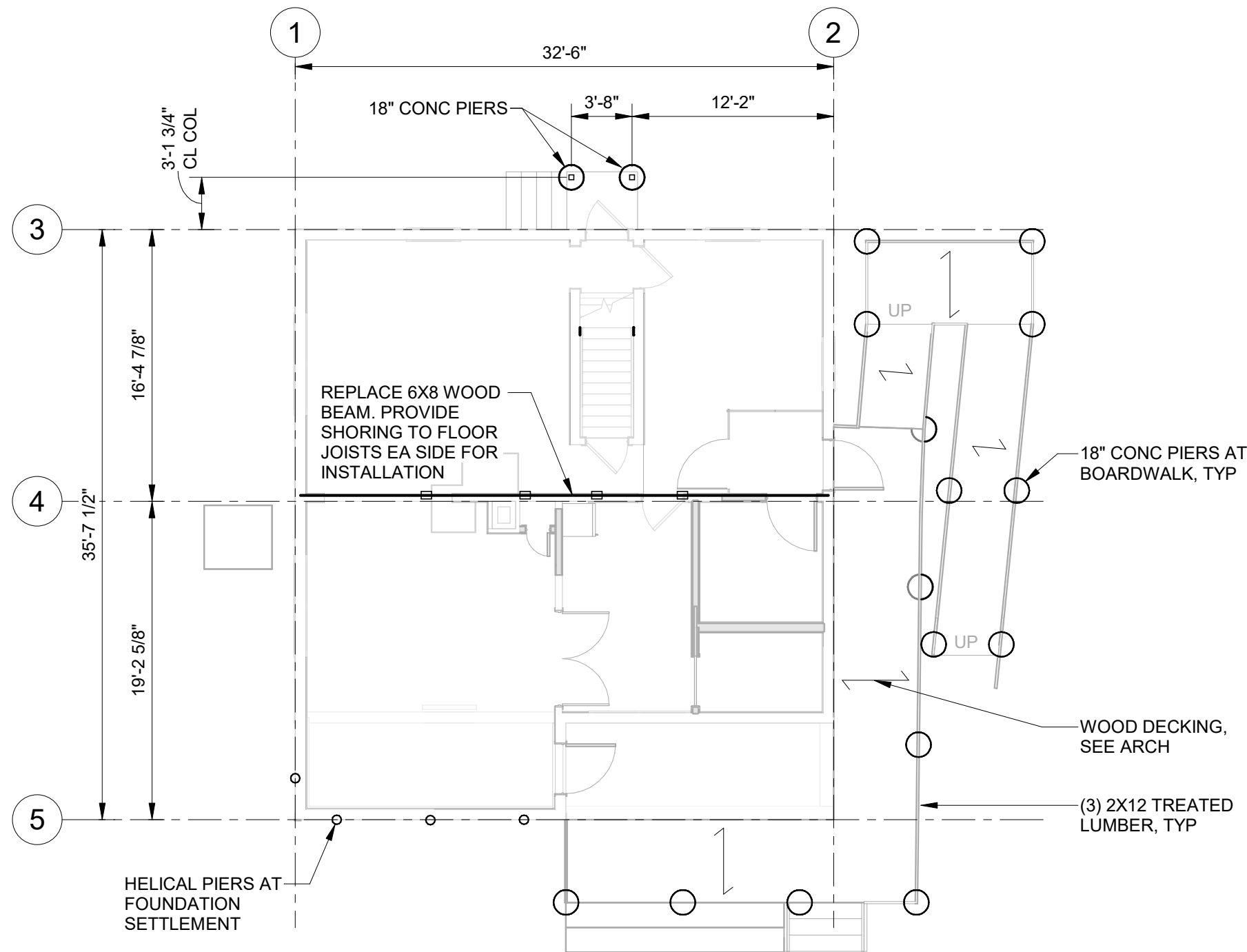
SHEET
S100

100% DESIGN
DEVELOPMENT
07.29.2022

DRAWN BY
CGA
CHECKED BY
BES

LEVEL 1
FRAMING PLAN

SHEET
S101



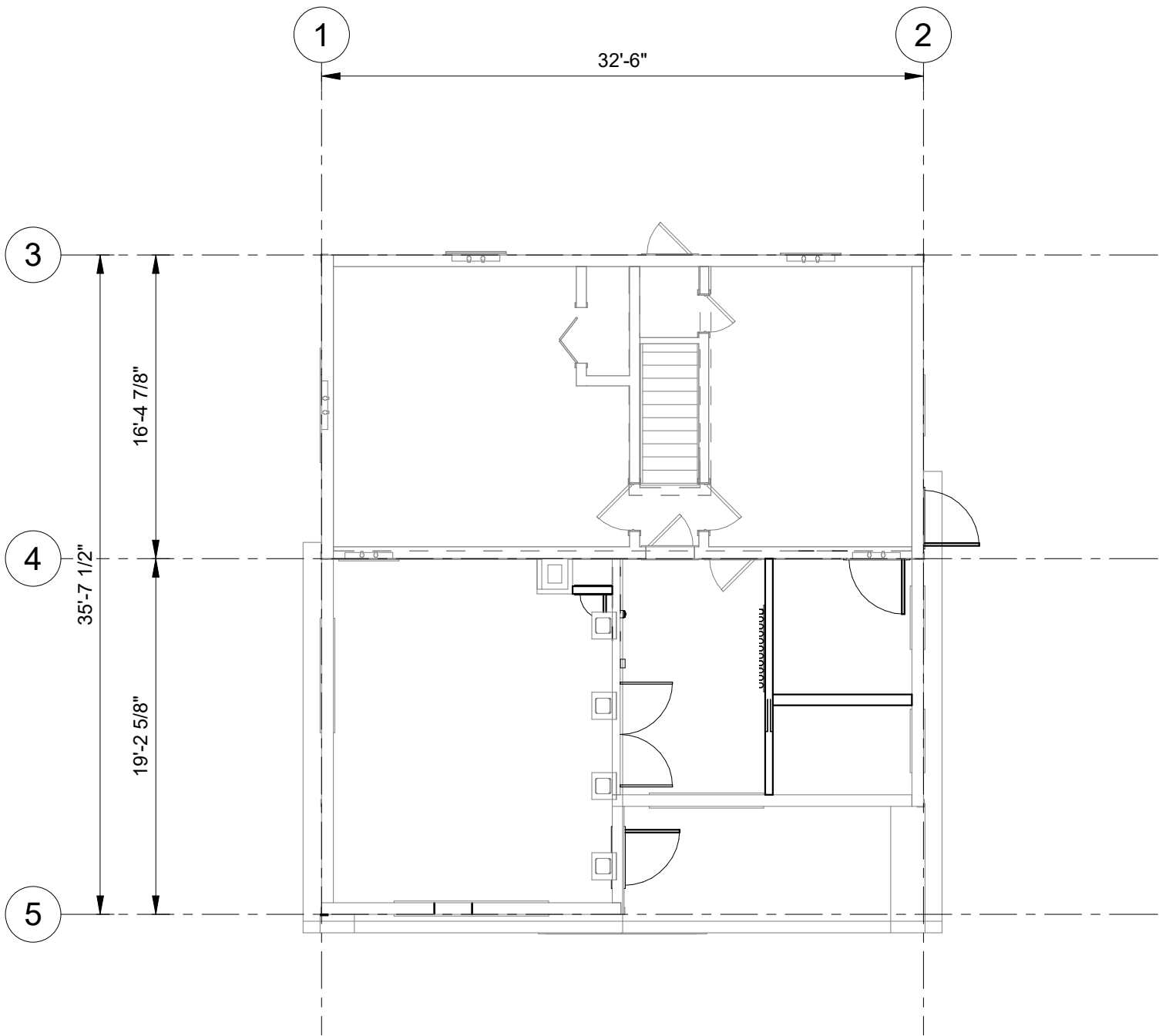
1
S101
LEVEL 1 FRAMING PLAN
SCALE: 1/8" = 1'-0"

100% DESIGN
DEVELOPMENT
07.29.2022

DRAWN BY
CGA
CHECKED BY
BES

LEVEL 2
FRAMING PLAN

SHEET
S102



1
S102

LEVEL 2 FRAMING PLAN

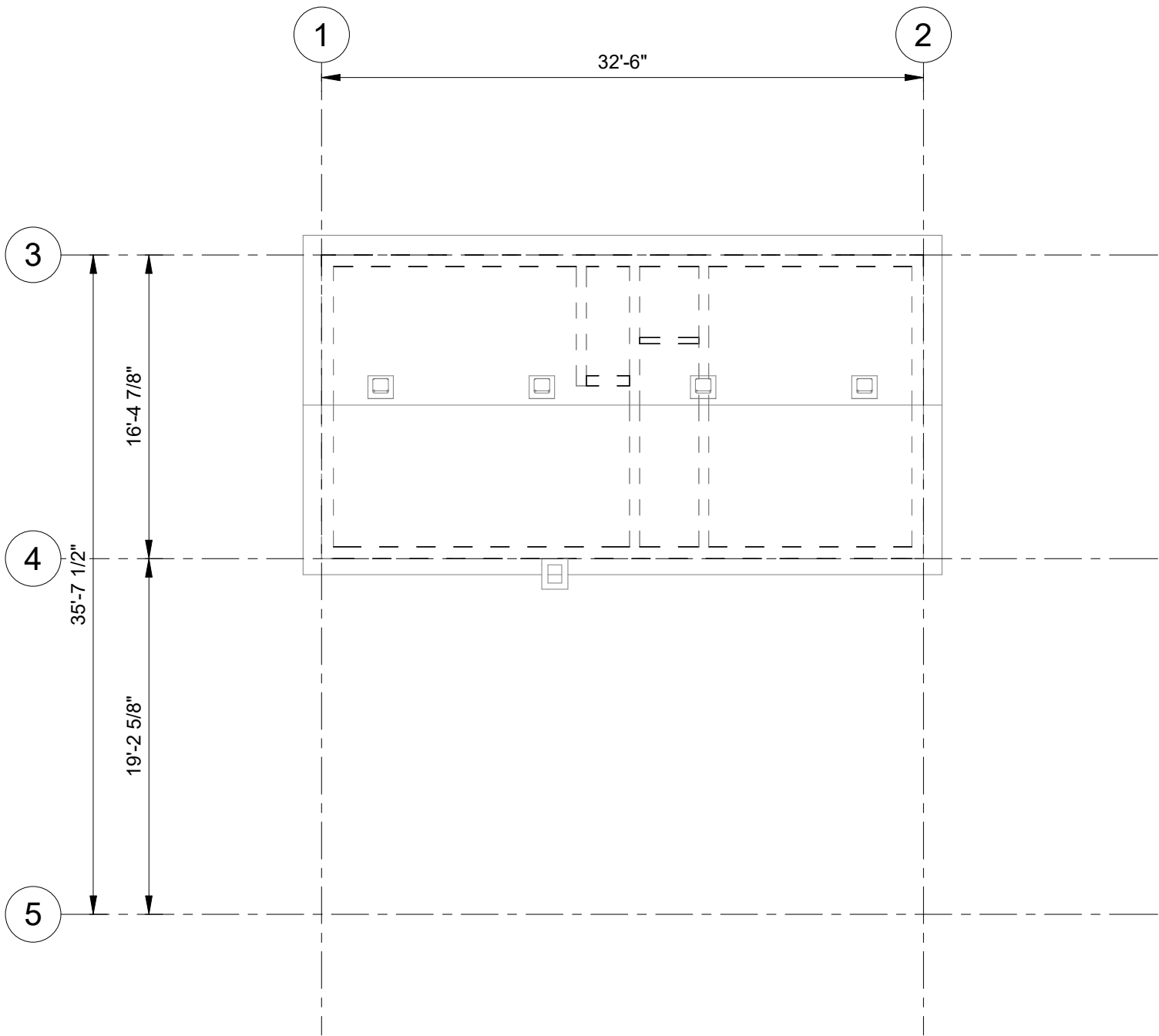
SCALE: 1/8" = 1'-0"

100% DESIGN
DEVELOPMENT
07.29.2022

DRAWN BY
CGA
CHECKED BY
BES

ROOF FRAMING
PLAN

SHEET
S103



1
S103

ROOF FRAMING PLAN

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



PLAN LEGEND

- ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)
XX ASSEMBLY MODIFIER, PER TYPE
NAME
101 ROOM NAME AND NUMBER
X WINDOW TYPE (SEE A600s)
X KEYNOTE
101-1 DOOR NUMBER (SEE SHEET A601)
SELF-ADHERING MEMBRANE (S.A.M.)
AREA WITHIN 4'-0" OF NEW POST CENTERLINE
- DIRECTION OF VIEW, IF APPLICABLE
1 SIM
A101 DRAWING NUMBER
SHEET WHERE DRAWN
DIMENSION TO FACE OF FRAMING
DIMENSION TO GRID LINE
DIMENSION TO CENTER LINE
EXTERIOR WALL BELOW

GENERAL NOTES

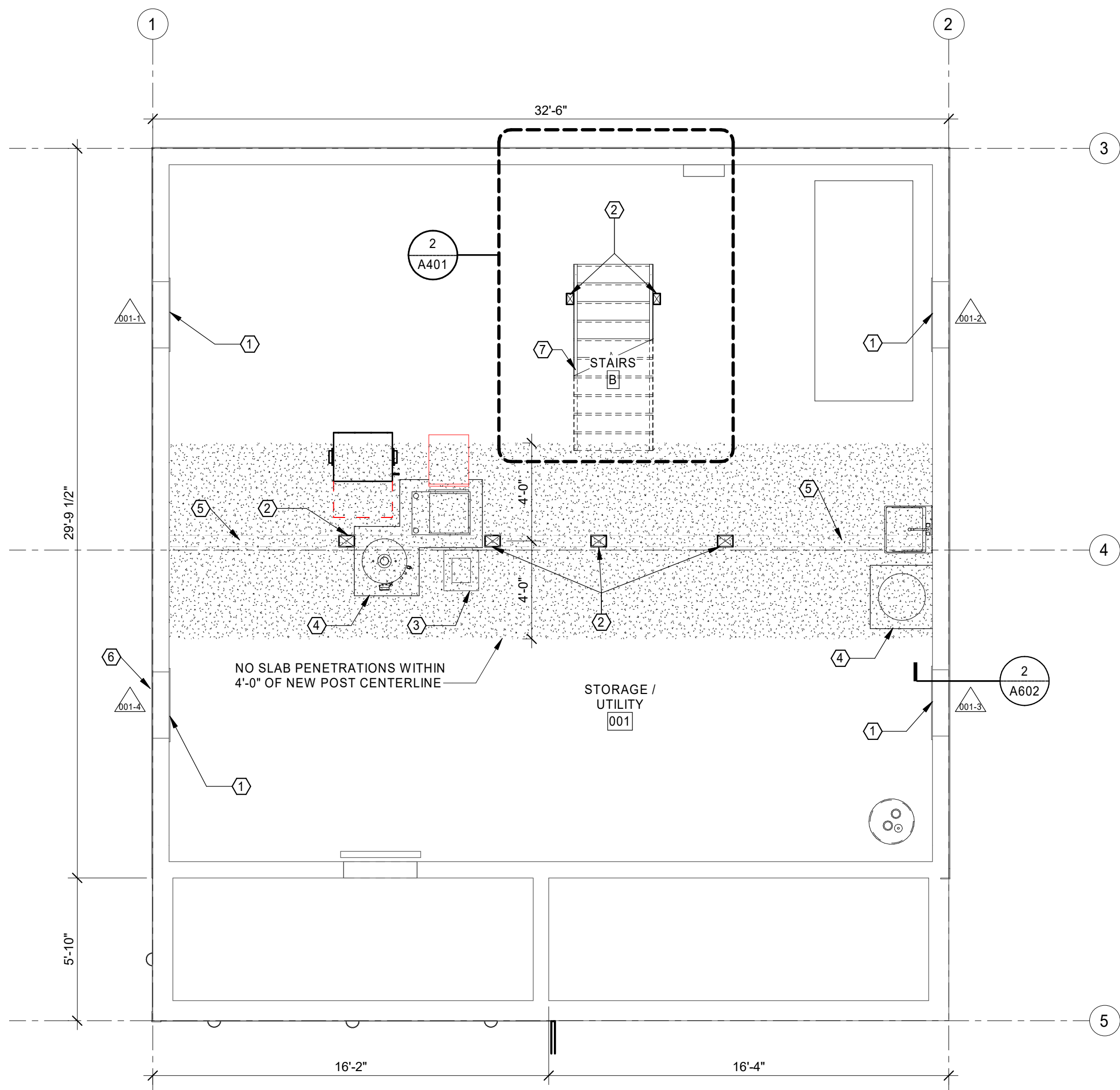
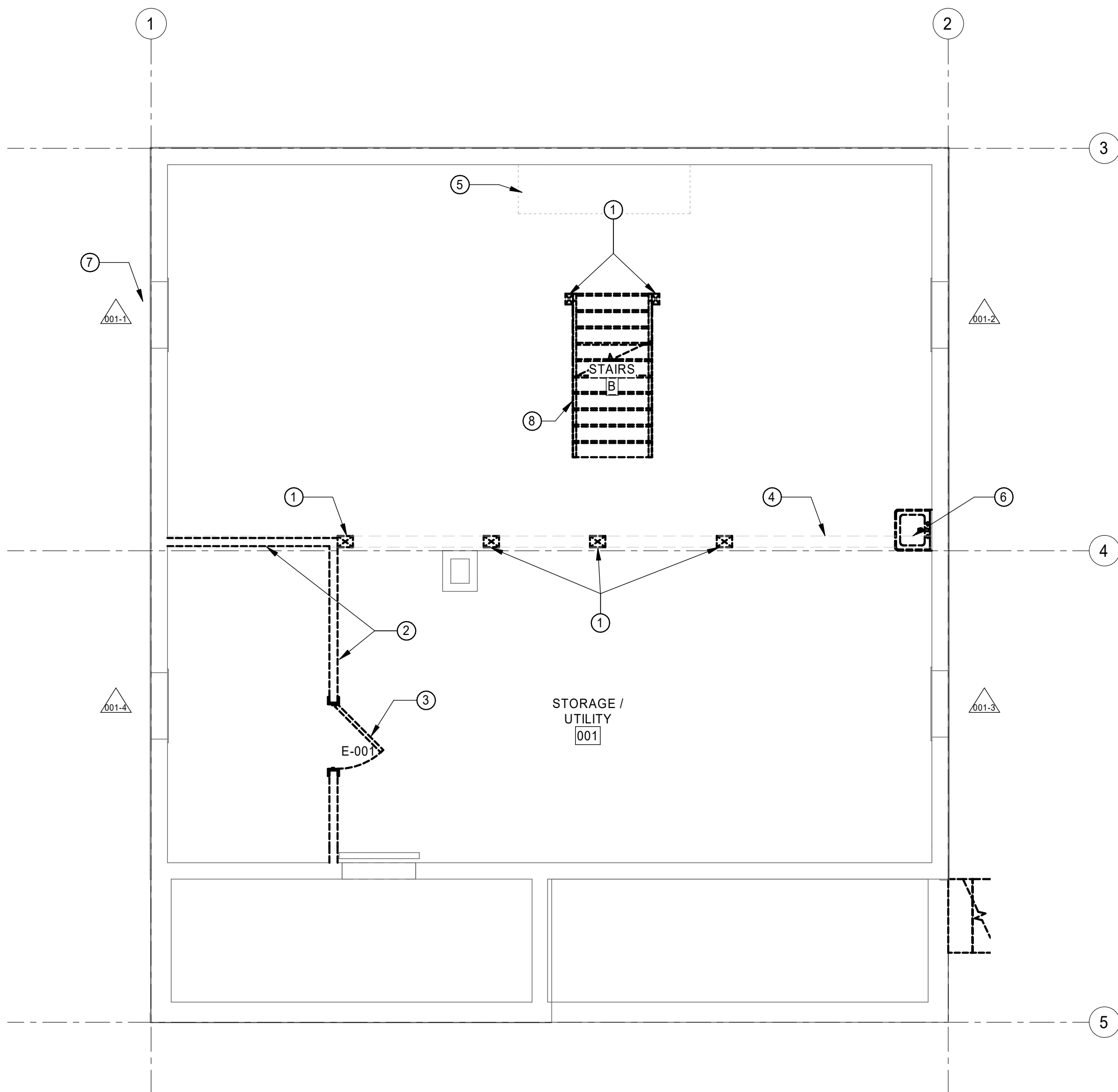
- A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.

DEMOLITION KEYNOTES

- 1 REMOVE DETERIORATED STRUCTURAL POST. REF STRUCTURAL.
2 REMOVE DETERIORATED WOOD-PLANK WALL.
3 REMOVE PANELED DOOR. PROTECT AND RETAIN FOR REUSE.
4 REMOVE BEAM. REF STRUCTURAL
5 REMOVE CABINETRY
6 REMOVE SINK
7 REMOVE CORRUGATED METAL AT WINDOW WELL
8 REMOVE STAIR.

CONSTRUCTION KEYNOTES

- 1 REPAIR EXISTING WINDOW. SEE A600s FOR SCHEDULE AND DETAILS.
2 INSTALL STRUCTURAL WOOD POST. REF STRUCTURAL.
3 REPOINT DETERIORATED MORTAR JOINTS AT HISTORIC BRICK CHIMNEY. ASSUME 25% OF JOINTS ON ALL SIDE REQUIRE REPOINTING.
4 CONCRETE PAD FOR EQUIPMENT. REF MECHANICAL AND ELECTRICAL.
5 INSTALL STRUCTURAL BEAM ABOVE. REF STRUCTURAL.
6 INSTALL NEW CORRUGATED METAL WINDOW WELL TO MATCH EXISTING. REF CIVIL.
7 INSTALL STAIR. SEE DETAIL 2/A401.



1 DEMOLITION PLAN - BASEMENT
A101 1/4" = 1'-0"

2 FLOOR PLAN - BASEMENT
A101 1/4" = 1'-0"



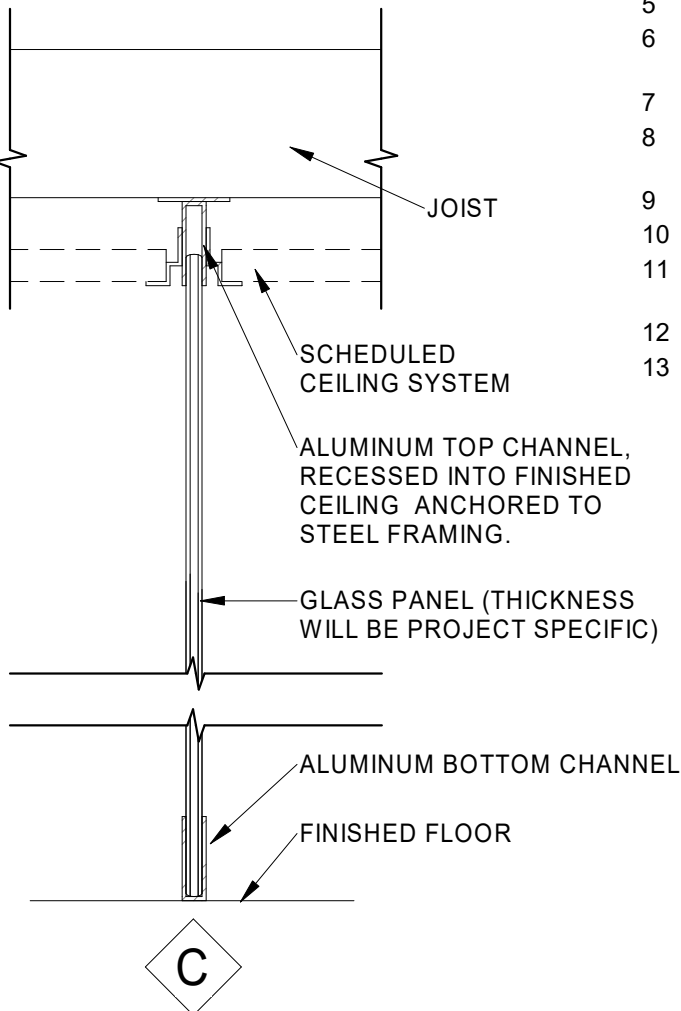
CONSTRUCTION KEYNOTES

- 1 REPAIR EXISTING WINDOW. SEE A600s FOR SCHEDULE AND DETAILS.
- 2 EXPAND EXISTING WOOD CLEATS FOR THE TWO-TIERED SHELVING. PROVIDE NEW PAINTED WOOD SHELVES TO FIT LENGTH.
- 3 PATCH, REPAIR AND PAINT FIBERBOARD, WALL BASE AND QUARTER ROUND.
- 4 PATCH AND REPAIR EXISTING WOOD FLOOR. REFINISH WITH CLEAR FINISH.
- 5 INSTALL GYPSUM BOARD WHERE MISSING AT EXPOSED WALL FRAMING MATCHING EXISTING ADJACENT GYPSUM BOARD. INSTALL SALVAGED WALL BASE AND QUARTER ROUND.
- 6 AC UNIT. COORDINATE LOCATION AND CONNECTIONS WITH MECHANICAL AND ELECTRICAL. SCREEN WITH PLANTINGS. SEE LANDSCAPE ARCHITECTURE DRAWINGS.
- 7 CONCRETE PAD FOR EQUIPMENT. SEE MECHANICAL AND ELECTRICAL.
- 8 INSTALL WINDOW. SEE A600s FOR SCHEDULE AND DETAILS.
- 9 INSTALL WATER BOTTLE FILLER.

DEMOLITION KEYNOTES

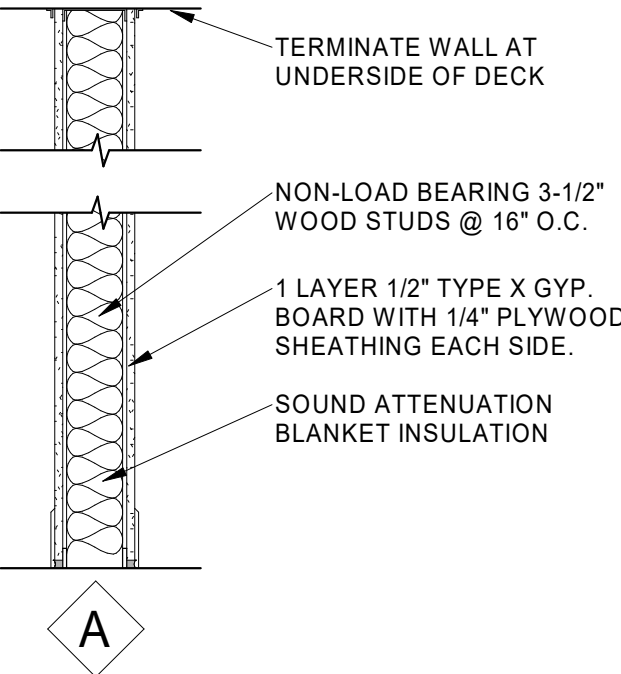
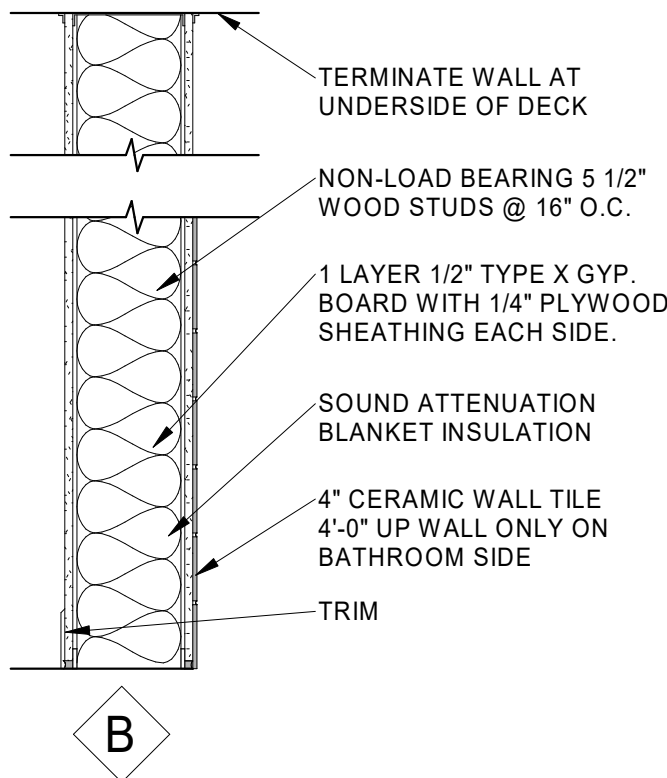
- 1 REMOVE EXISTING NON-HISTORIC KITCHEN CABINETS, SINK, AND STOVE.
- 2 REMOVE EXISTING WOOD EXTERIOR STAIRS AND LANDING.
- 3 REMOVE EXISTING NON-HISTORIC WINDOW SHUTTERS.
- 4 REMOVE EXISTING NON-HISTORIC CONCRETE STEPS.
- 5 REMOVE EXISTING NON-HISTORIC CONCRETE STOOP.
- 6 REMOVE ALL NON-HISTORIC BATHROOM FIXTURES INCLUDING SINK, CABINETS, TOILET, AND SHOWER.
- 7 REMOVE EXISTING NON-HISTORIC DOOR.
- 8 REMOVE EXISTING DOOR AND WIDEN EXISTING NON-HISTORIC OPENING TO ACCOMMODATE 36" DOOR.
- 9 REMOVE EXISTING WALLS.
- 10 REMOVE EXISTING NON-HISTORIC RAILING.
- 11 REMOVE FIBERBOARD ON LOWER HALF OF FRAMED WALL. SALVAGE WOOD BASE FOR REUSE.
- 12 REMOVE EXISTING WOOD SHELVES. EXISTING WOOD CLEATS TO REMAIN.
- 13 REMOVE EXISTING NON-HISTORIC WINDOW.

ADDITIONS TO EXISTING BUILDING SYSTEMS WILL BE CONCEALED WITHIN EXISTING STRUCTURE TO THE GREATEST EXTENT POSSIBLE. WHERE REQUIRED, SOFFITS OR OTHER NEW BUILDING ELEMENTS WILL BE A MINIMAL SIZE AND LOCATED AT THE PERIPHERY OF ROOMS ACCESSIBLE TO THE PUBLIC.



GENERAL NOTES

- A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
- B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
- C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.



PLAN LEGEND

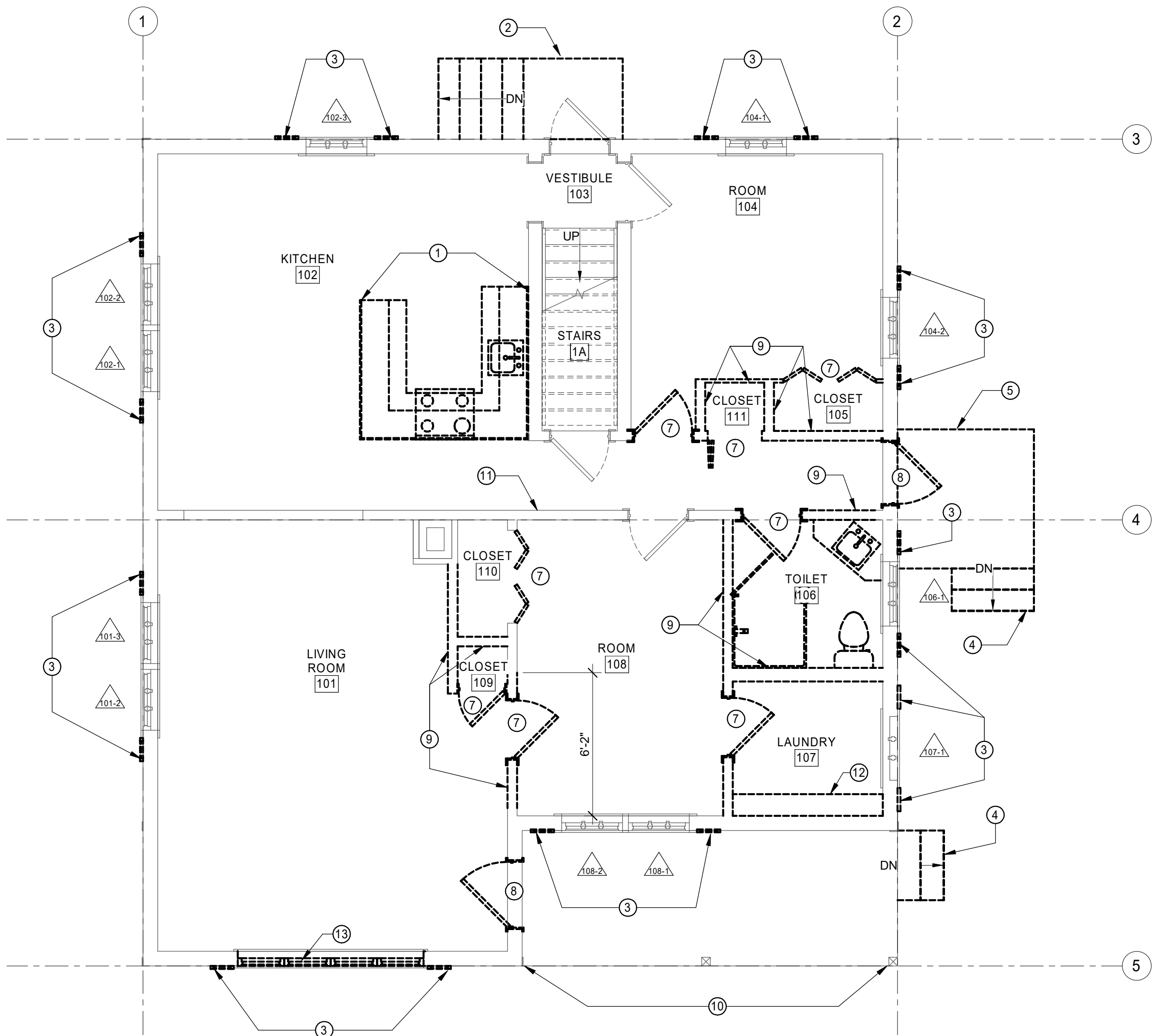
- ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)
XX ASSEMBLY MODIFIER, PER TYPE
- NAME
101 ROOM NAME AND NUMBER
- X WINDOW TYPE (SEE A600s)
- X KEYNOTE
- 101-1 DOOR NUMBER (SEE SHEET A601)
- SELF-ADHERING MEMBRANE (S.A.M.)
- AREA WITHIN 4'-0" OF NEW POST CENTERLINE
- DIRECTION OF VIEW, IF APPLICABLE
1 SIM
A101 DRAWING NUMBER
SHEET WHERE DRAWN
- DIMENSION TO FACE OF FRAMING
- DIMENSION TO GRID LINE
- DIMENSION TO CENTER LINE
- EXTERIOR WALL BELOW

WALL TYPE LEGEND

SCALE: 1" = 1'-0"

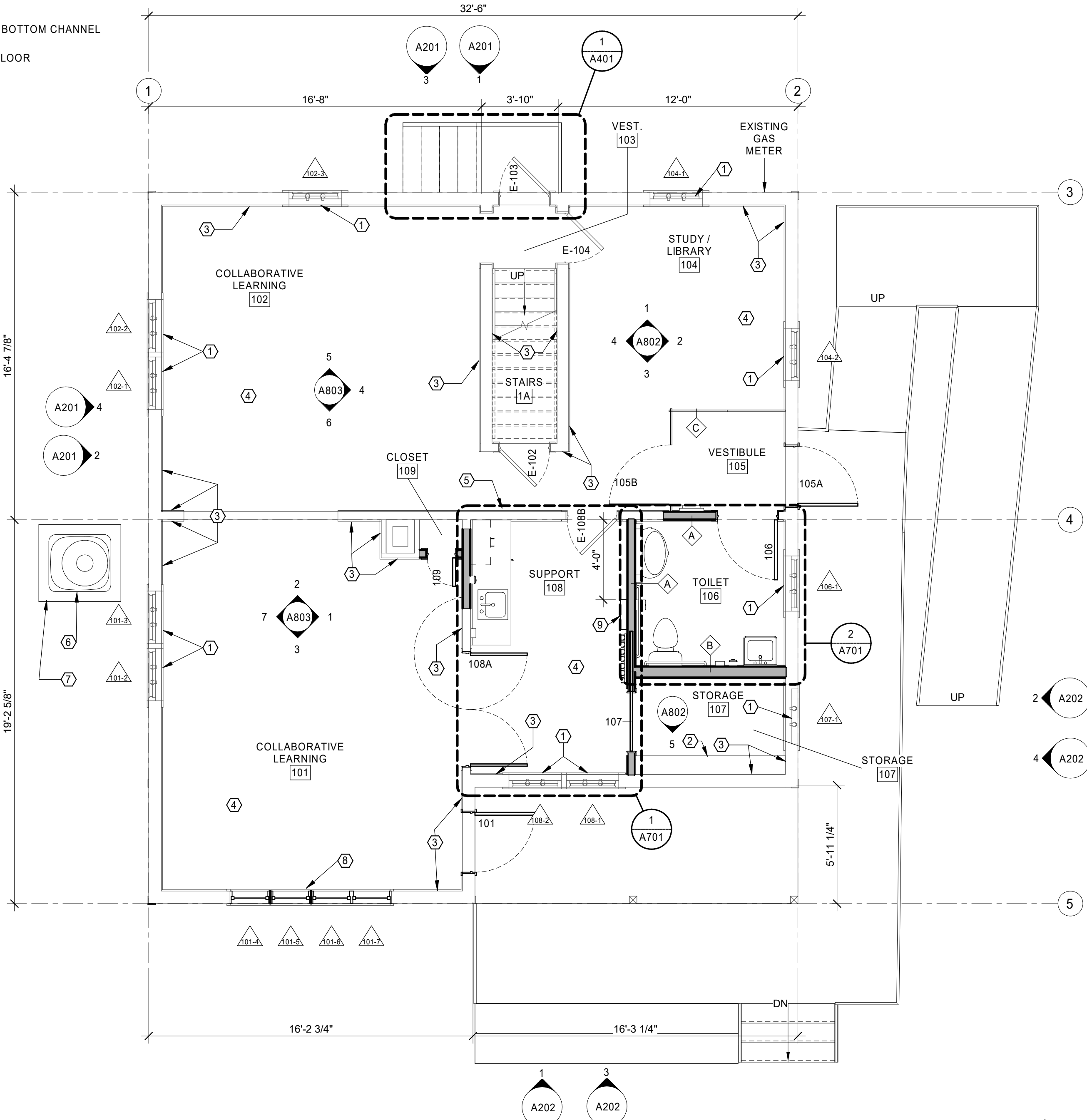
GENERAL WALL TYPE NOTES:

- A. PROVIDE BLOCKING AS REQUIRED TO SECURE WALL HUNG COMPONENTS.
- B. EXTEND ALL COMPONENTS TO UNDERSIDE OF DECK, UNLESS NOTED OTHERWISE.



3 DEMOLITION PLAN - FIRST FLOOR

A102 1/4" = 1'-0"



1 FLOOR PLAN - FIRST FLOOR

A102 1/4" = 1'-0"

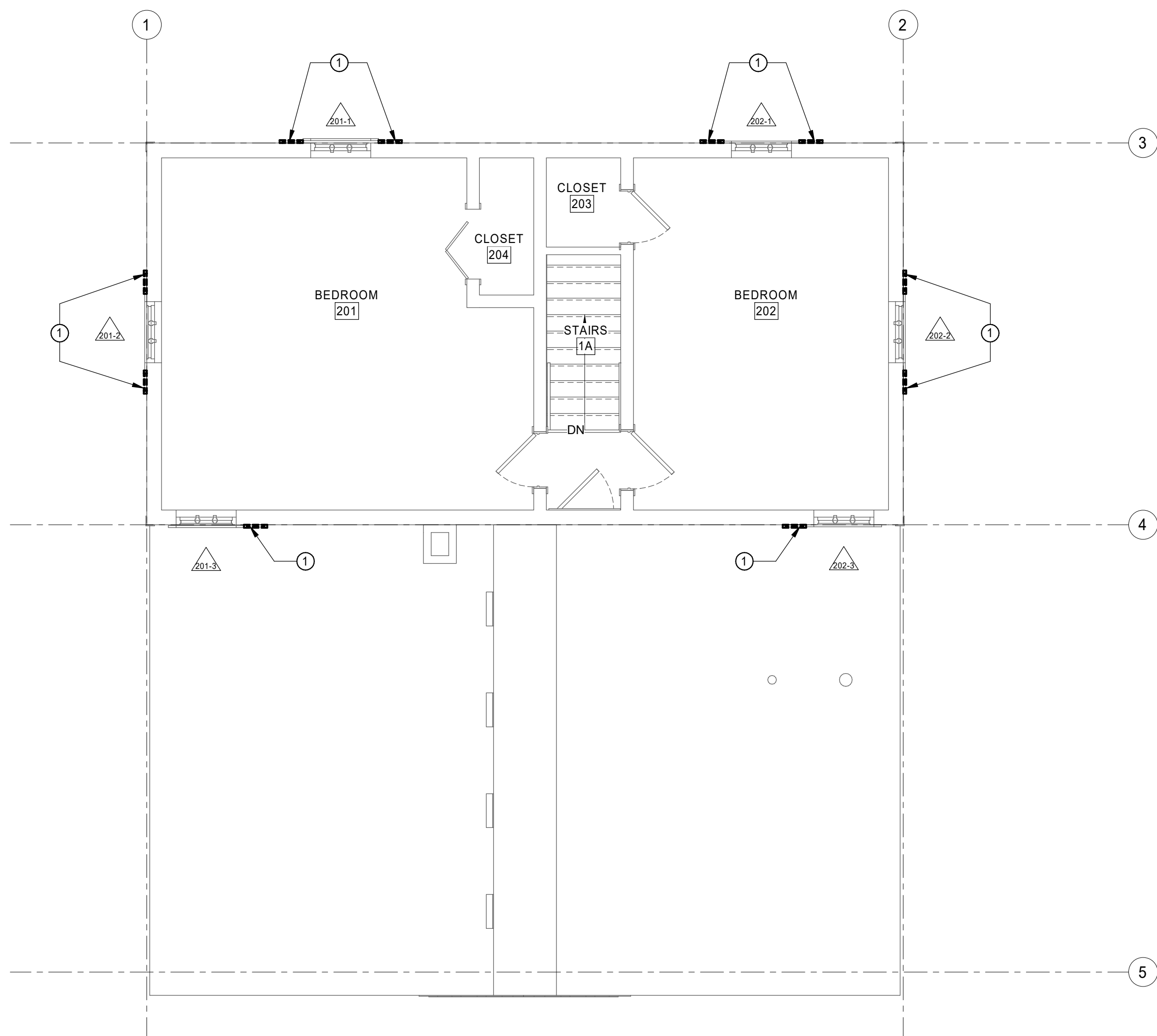
	← ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)		← DIRECTION OF VIEW, IF APPLICABLE
	← ASSEMBLY MODIFIER, PER TYPE		← DRAWING NUMBER
	← ROOM NAME AND NUMBER		← SHEET WHERE DRAWN
	← WINDOW TYPE (SEE A600s)		← DIMENSION TO FACE OF FRAMING
	← KEYNOTE		← DIMENSION TO GRID LINE
	← DOOR NUMBER (SEE SHEET A601)		← DIMENSION TO CENTER LINE
	← SELF-ADHERING MEMBRANE (S.A.M.)		← EXTERIOR WALL BELOW
	← AREA WITHIN 4'-0" OF NEW POST CENTERLINE		

A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW
REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.

1 REMOVE EXISTING NON-HISTORIC WINDOW SHUTTERS.

- 1 REPAIR EXISTING WINDOW. SEE A600s FOR SCHEDULE AND DETAILS
- 3 PATCH, REPAIR AND PAINT FIBERBOARD, WALL BASE AND QUARTER ROUND.
- 4 PATCH AND REPAIR EXISTING WOOD FLOOR. REFINISH WITH CLEAR FINISH.
- 5 SPRINKLER PIPING ABOVE PAINTED TO MATCH CEILING. REF FIRE PROTECTION
- 6 SPRINKLER PIPING

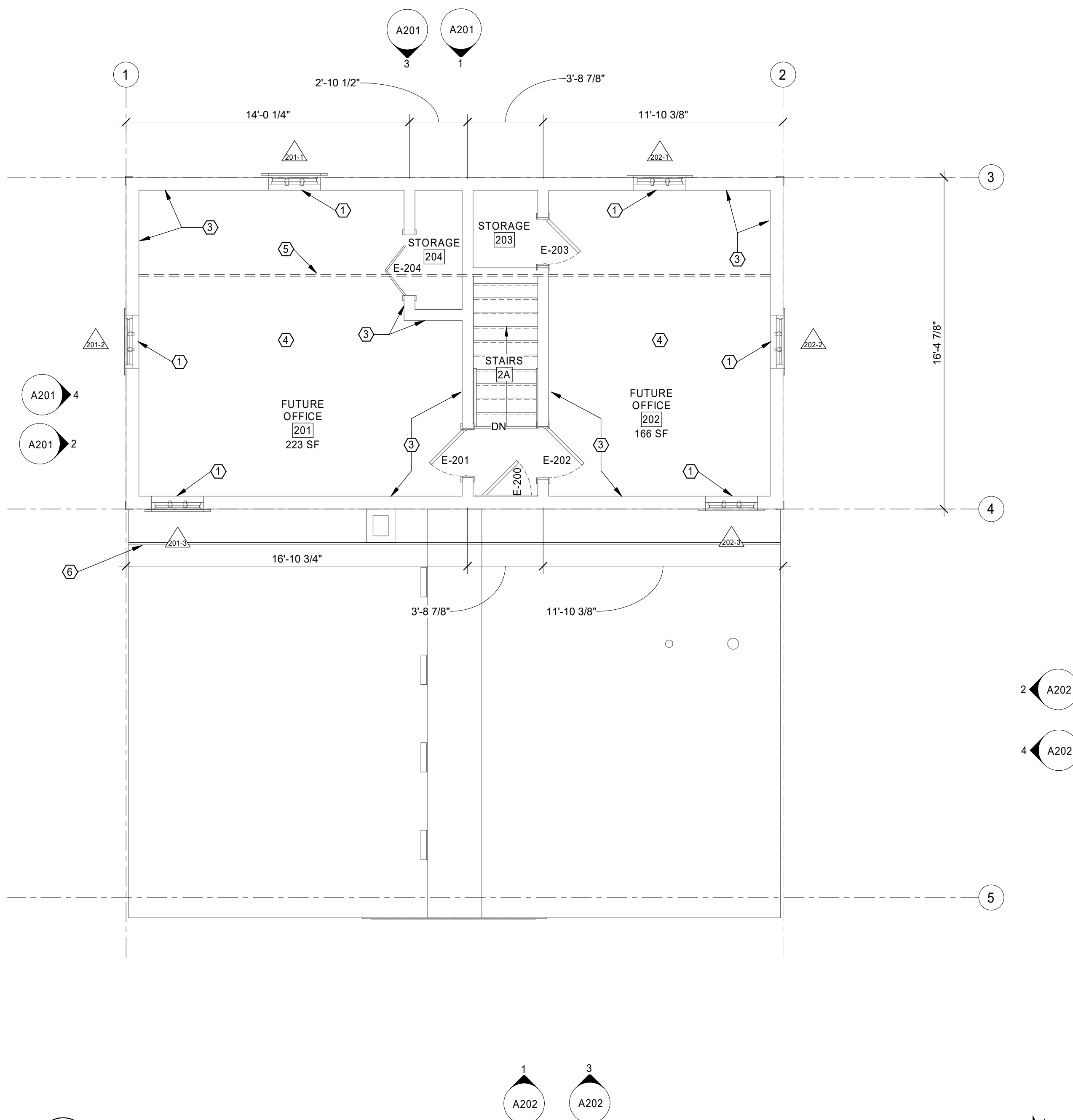
ADDITIONS TO EXISTING BUILDING SYSTEMS WILL BE CONCEALED WITHIN EXISTING STRUCTURE TO THE GREATEST EXTENT POSSIBLE. WHERE REQUIRED, SOFFITS OR OTHER NEW BUILDING ELEMENTS WILL BE A MINIMAL SIZE AND LOCATED AT THE PERIPHERY OF ROOMS ACCESSIBLE TO THE PUBLIC.



2
A103

DEMOLITION PLAN - SECOND FLOOR

1/4" = 1'-0"



1 FLOOR PLAN - SECOND FLOOR
A103 1/4" = 1'-0"



NORTH REF

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

CITY OF WAYZATA

SECTION FOREMAN HOUSE REHABILITATION

© 2021 | ALL RIGHTS RESERVED

NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | MUCHOW
DRAWN BY | MCCOY
REVISIONS

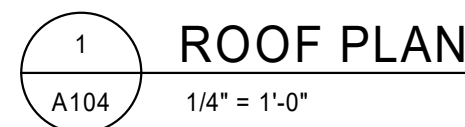
DEMO & FLOOR PLANS - SECOND FLOOR

A103

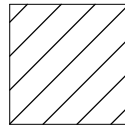
	← ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)		← DIRECTION OF VIEW, IF APPLICABLE
	← ASSEMBLY MODIFIER, PER TYPE		← DRAWING NUMBER
	← ROOM NAME AND NUMBER		← SHEET WHERE DRAWN
	← WINDOW TYPE (SEE A600s)		← DIMENSION TO FACE OF FRAMING
	← KEYNOTE		← DIMENSION TO GRID LINE
	← DOOR NUMBER (SEE SHEET A601)		← DIMENSION TO CENTER LINE
	← SELF-ADHERING MEMBRANE (S.A.M.)		← EXTERIOR WALL BELOW
	← AREA WITHIN 4'-0" OF NEW POST CENTERLINE		

A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW
REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.

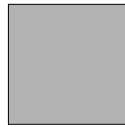
- 1 REMOVE ALL EXISTING NON-HISTORIC ASPHALT SHINGLE ROOFING LAYERS AND ROOFING FELT DOWN TO ROOF SHEATHING.
- 2 REMOVE EXISTING NON-HISTORIC FLASHING AS REQUIRED FOR INSTALLATION OF NEW ROOFING SHINGLES.
- 3 PROVIDE ASPHALT SINGLE ROOFING TO MATCH EXISTING ON 30# ROOFING FELT (PROVIDE TWO LAYERS OF FELT WHERE NOTED).
- 4 PROVIDE SELF-ADHERING MEMBRANE AS SHOWN HATCHED AT EAVES (PER IBC CODE SECTION 1507.1.2).



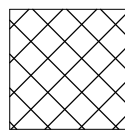
MATERIALS LEGEND



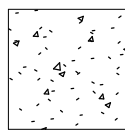
REPLACE SIDING TO MATCH EXISTING - SEE DETAIL #A###



REPLACE DECKING, STAIR, AND RAIL TO MATCH EXISTING



REPAIR FASCIA AND MOLDING TO MATCH EXISTING - SEE DETAIL #A###



CONCRETE STOOP AND STAIR

GENERAL NOTES

- A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.

DEMOLITION KEYNOTES

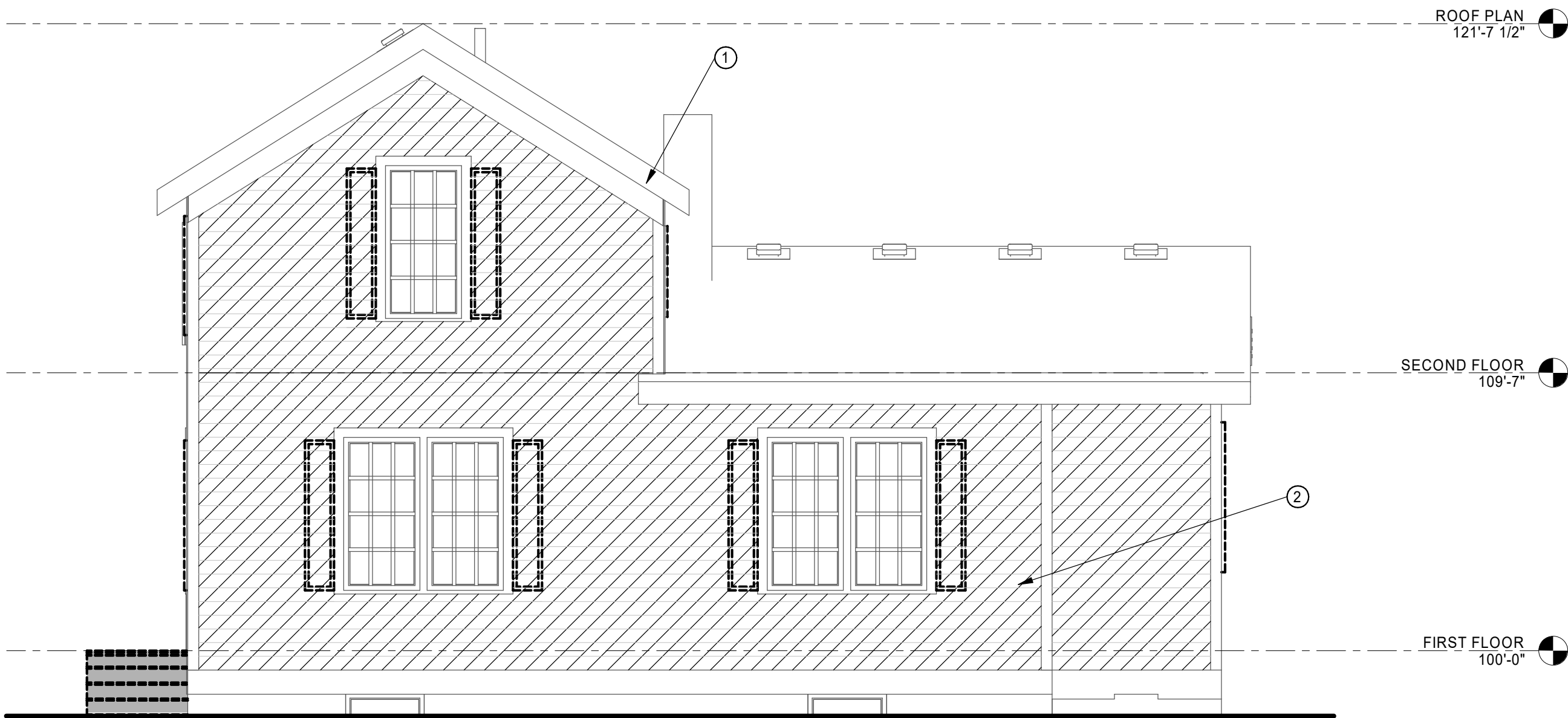
- 1 REMOVE MOLDING WHERE ROTTED.
2 REMOVE FASCIA BOARD WHERE ROTTED.
3 REMOVE EXISTING SHUTTERS

CONSTRUCTION KEYNOTES

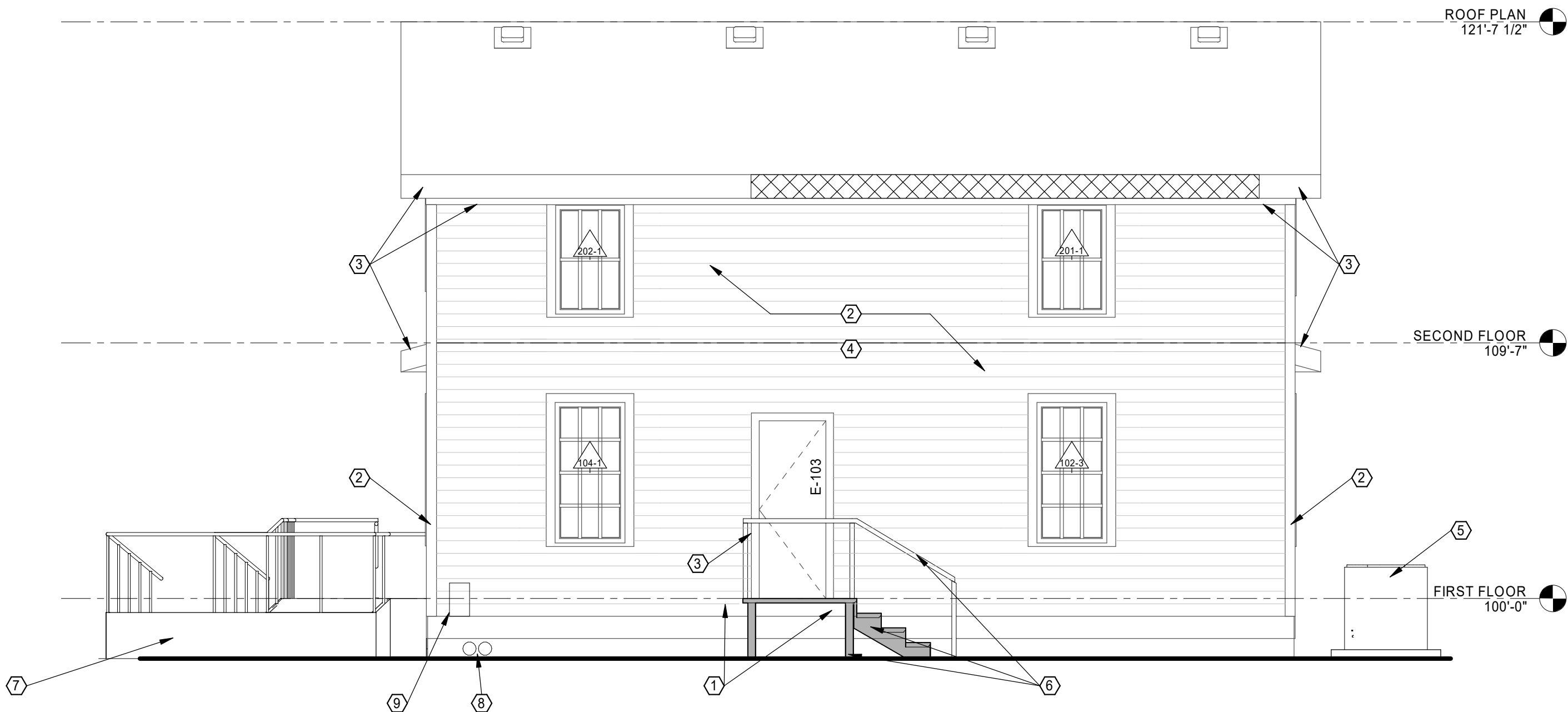
- 1 UNIT PRICING: REMOVE AND REPLACE ROTTED WOOD SIDING BACK TO EXISTING FRAMING. MATCH EXISTING ADJACENT SIDING. UNIT PRICE PER L.F.
2 PAINT EXTERIOR SIDING AND VERTICAL TRIM. COLOR TO BE XXX. SEE SPEC SECTION 099113 FOR SURFACE PREPARATION.
3 PAINT FASCIA, MOLDING, SOFFIT AND DOOR TRIM. COLOR TO BE XXX. SEE SPEC SECTION 099113 FOR SURFACE PREPARATION.
4 RESET INTACT AND STRUCTURALLY SOUND LOOSE WOOD SIDING.
5 AC UNIT. COORDINATE LOCATION AND CONNECTIONS WITH MECHANICAL AND ELECTRICAL. SCREEN WITH PLANTINGS; SEE LANDSCAPE ARCHITECTURE DRAWINGS.
6 REPLACE EXISTING DETERIORATED STAIR, LANDING AND RAILING. REBUILD TO MATCH DIMENSIONS IN NEW CONDITION.
7 INSTALL RAMP, STAIR AND PORCH. REF CIVIL AND X/XXX
8 MECHANICAL AND FIRE PROECTION PENETRATIONS. REF MECHANICAL AND FIRE PROTECTION
9 GAS METER TO REMAIN
10 RECEPTACLE AND DISCONNECT. REF ELECTRICAL



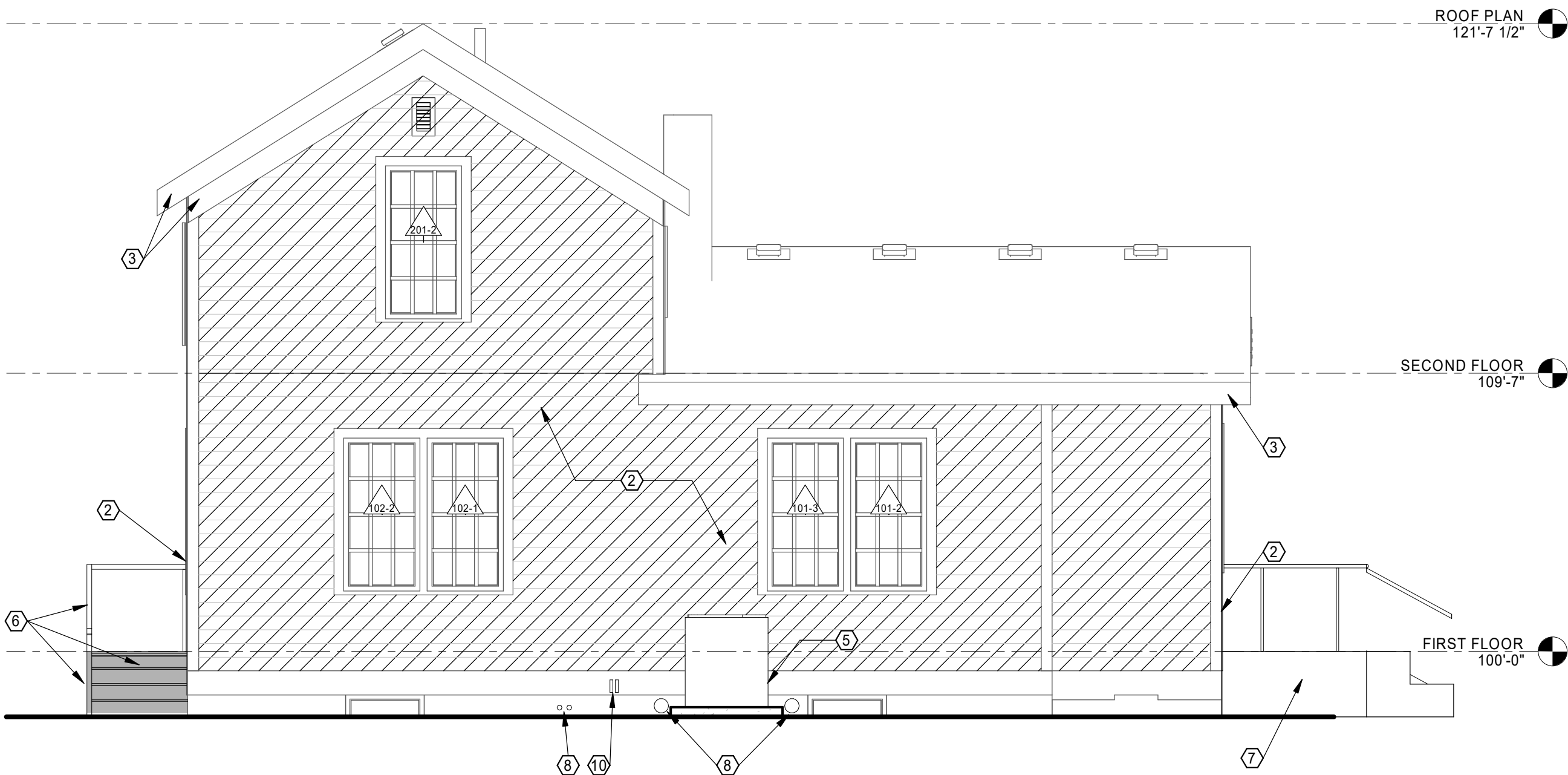
3 DEMO EXTERIOR ELEVATION - NORTH
A201 1/4" = 1'-0"



4 DEMO EXTERIOR ELEVATION - WEST
A201 1/4" = 1'-0"

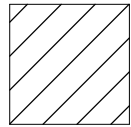


1 EXTERIOR ELEVATION - NORTH
A201 1/4" = 1'-0"

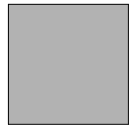


2 EXTERIOR ELEVATION - WEST
A201 1/4" = 1'-0"

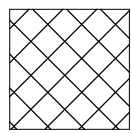
MATERIALS LEGEND



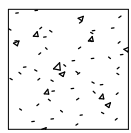
REPLACE SIDING TO
MATCH EXISTING -
SEE DETAIL #A###



REPLACE DECKING,
STAIR, AND RAIL TO
MATCH EXISTING



REPAIR FASCIA
AND MOLDING TO
MATCH EXISTING -
SEE DETAIL #A###



CONCRETE STOOP
AND STAIR

GENERAL NOTES

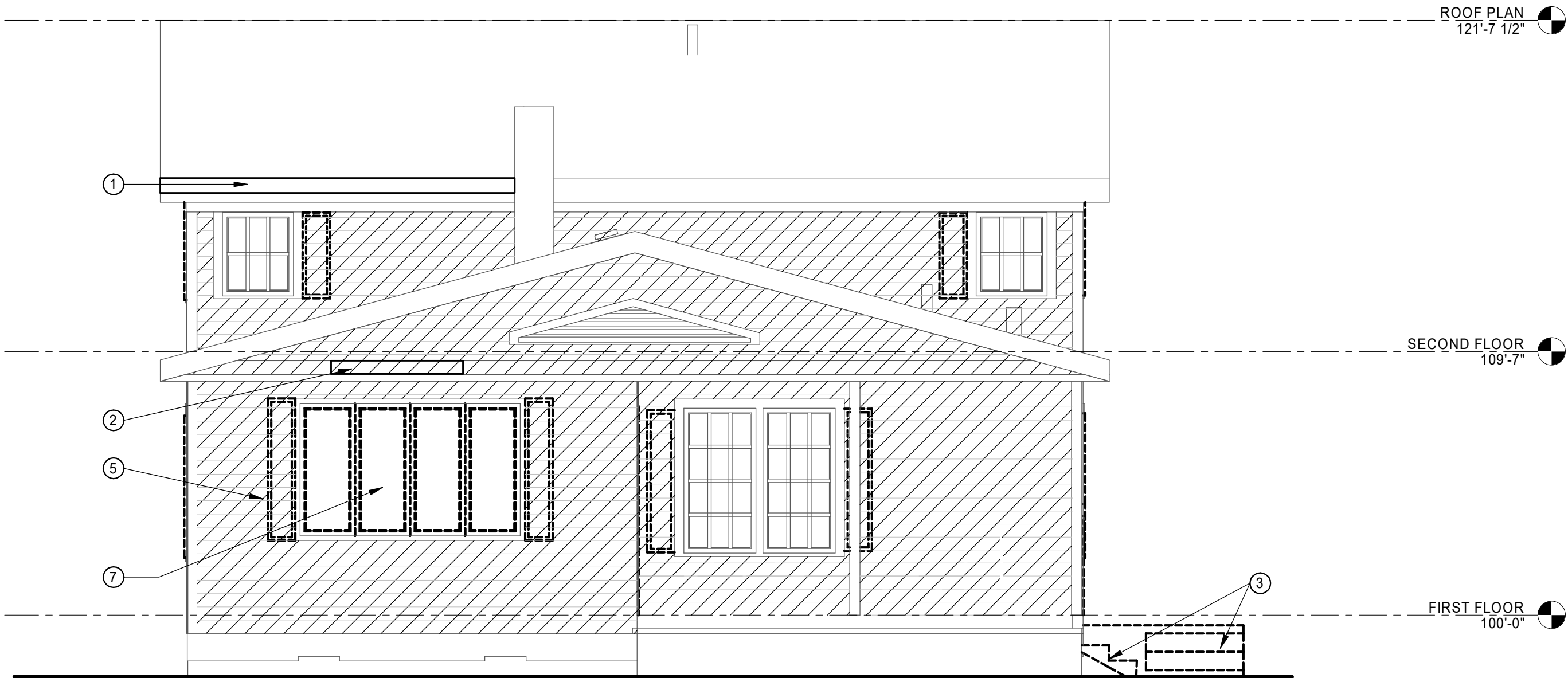
- A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.

DEMOLITION KEYNOTES

- 1 REMOVE MOLDING WHERE ROTTED.
2 REMOVE FASCIA BOARD WHERE ROTTED.
3 REMOVE EXISTING CONCRETE STEPS.
5 REMOVE EXISTING SHUTTERS
6 REMOVE ELECTRICAL METER. REF ELECTRICAL.
7 REMOVE EXISTING NON-HISTORIC WINDOW.

CONSTRUCTION KEYNOTES

- 1 NEW WOOD FRAMED RAMP. COORDINATE WITH LANDSCAPE DRAWINGS. BOARD MATERIAL TO BE XXX AND FINISH COLOR XXX.
2 PAINT EXTERIOR SIDING AND VERTICAL TRIM. COLOR TO BE XXX. SEE SPEC SECTION 099113 FOR SURFACE PREPARATION.
3 PAINT FASCIA, MOLDING, SOFFIT AND DOOR TRIM. COLOR TO BE XXX. SEE SPEC SECTION 099113 FOR SURFACE PREPARATION.
4 REPLACE FASCIA BOARD WHERE ROTTED.
5 AC UNIT. COORDINATE LOCATION AND CONNECTIONS WITH MECHANICAL AND ELECTRICAL. SCREEN WITH PLANTINGS. SEE LANDSCAPE ARCHITECTURE DRAWINGS. GC TO PROVIDE CONCRETE PAD
6 REPLACE MOLDING WHERE ROTTED.
7 REPLACE EXISTING DETERIORATED STAIR, LANDING AND RAILING. REBUILD TO MATCH DIMENSIONS IN NEW CONDITION.
8 INSTALL RAMP, STAIR AND PORCH. REF CIVIL AND X/AXXX
9 TELECOM AND ELECTRICAL PENETRATION. REF ELECTRICAL.



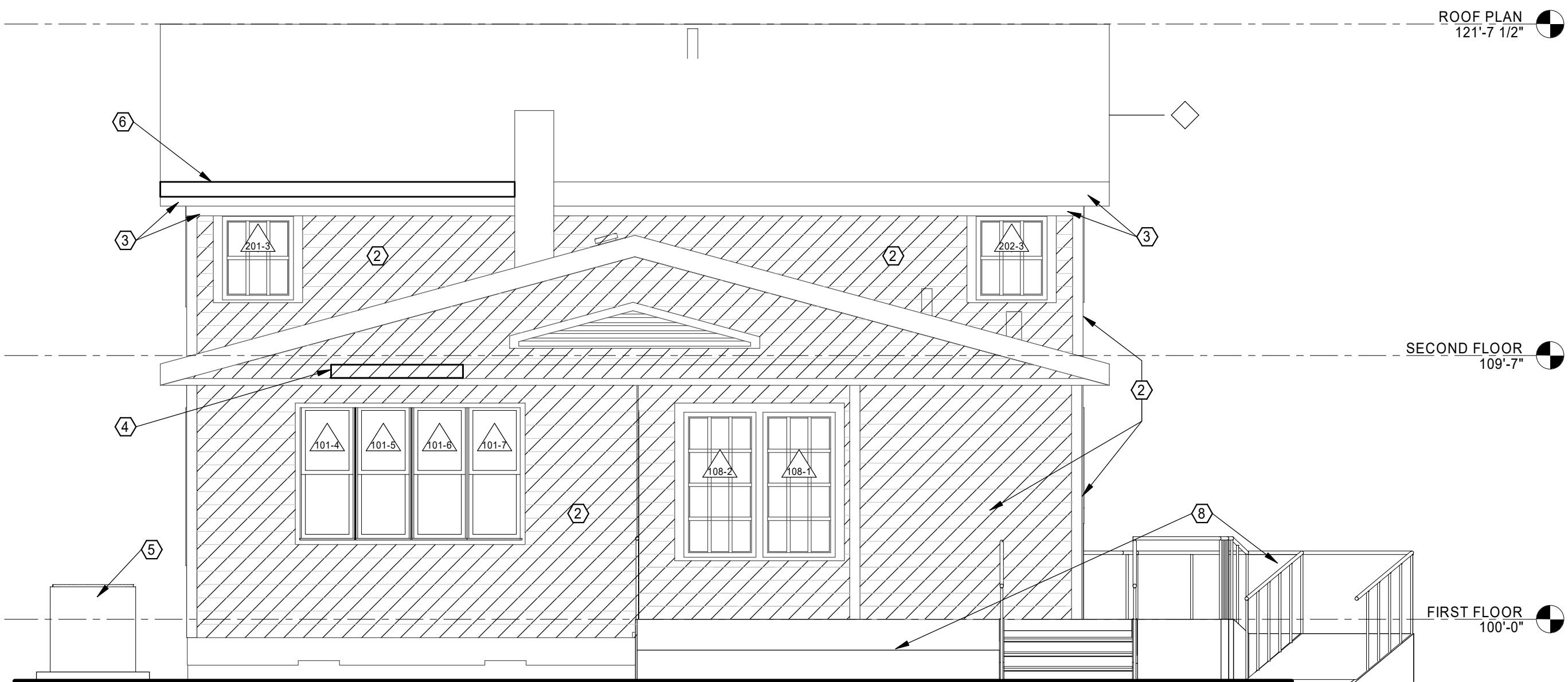
3 DEMO EXTERIOR ELEVATION - SOUTH

1/4" = 1'-0"



4 DEMO EXTERIOR ELEVATION - EAST

1/4" = 1'-0"



1 EXTERIOR ELEVATION - SOUTH

1/4" = 1'-0"



2 EXTERIOR ELEVATION - EAST

1/4" = 1'-0"

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

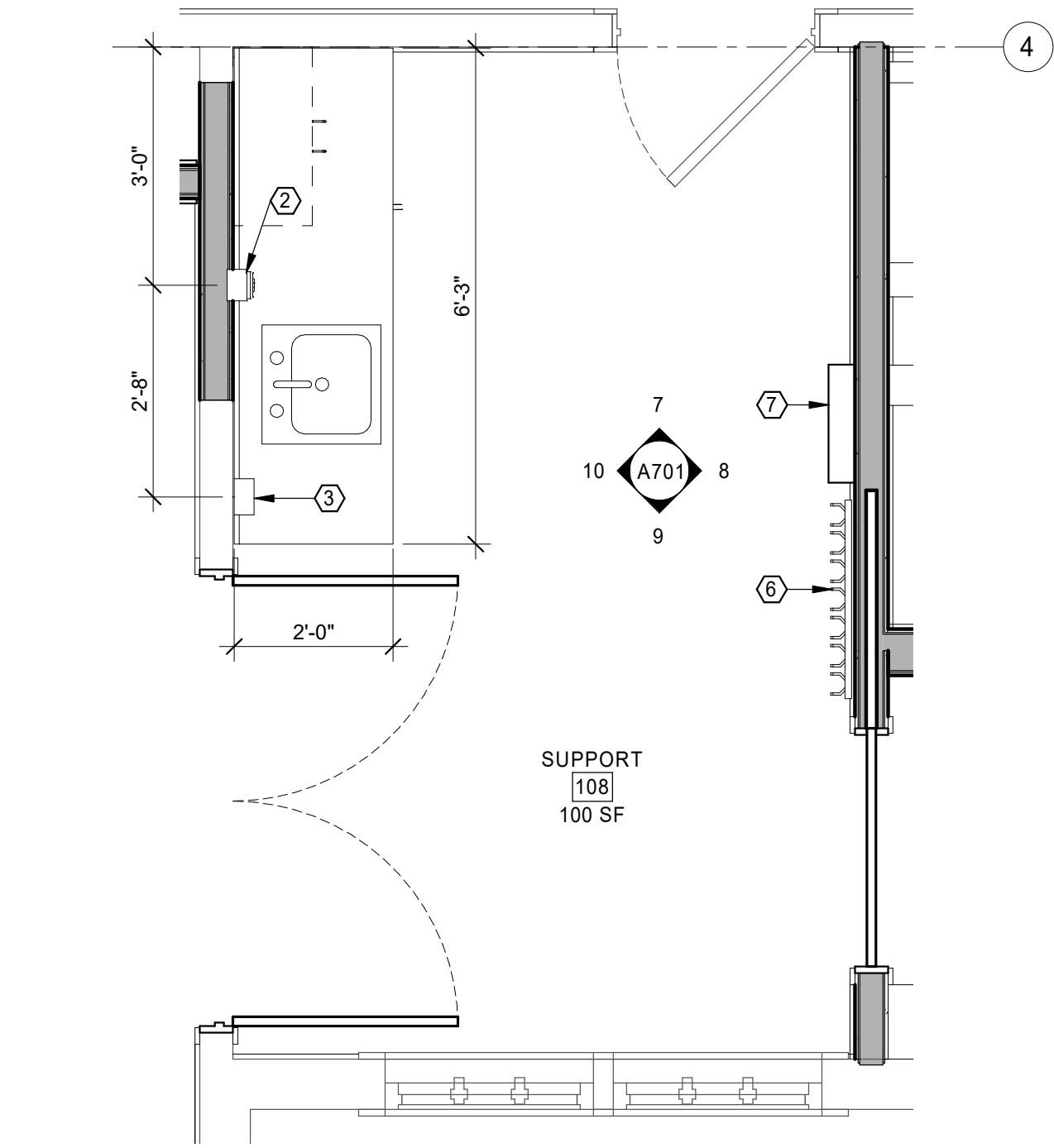
© 2021 | ALL RIGHTS RESERVED

NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | MUCHOW
DRAWN BY | MCCOY
REVISIONS

EXTERIOR
ELEVATIONS - SOUTH
& EAST

A202



7
A701
1/2" = 1'-0"

SUPPORT - NORTH ELEVATION

8
A701
1/2" = 1'-0"

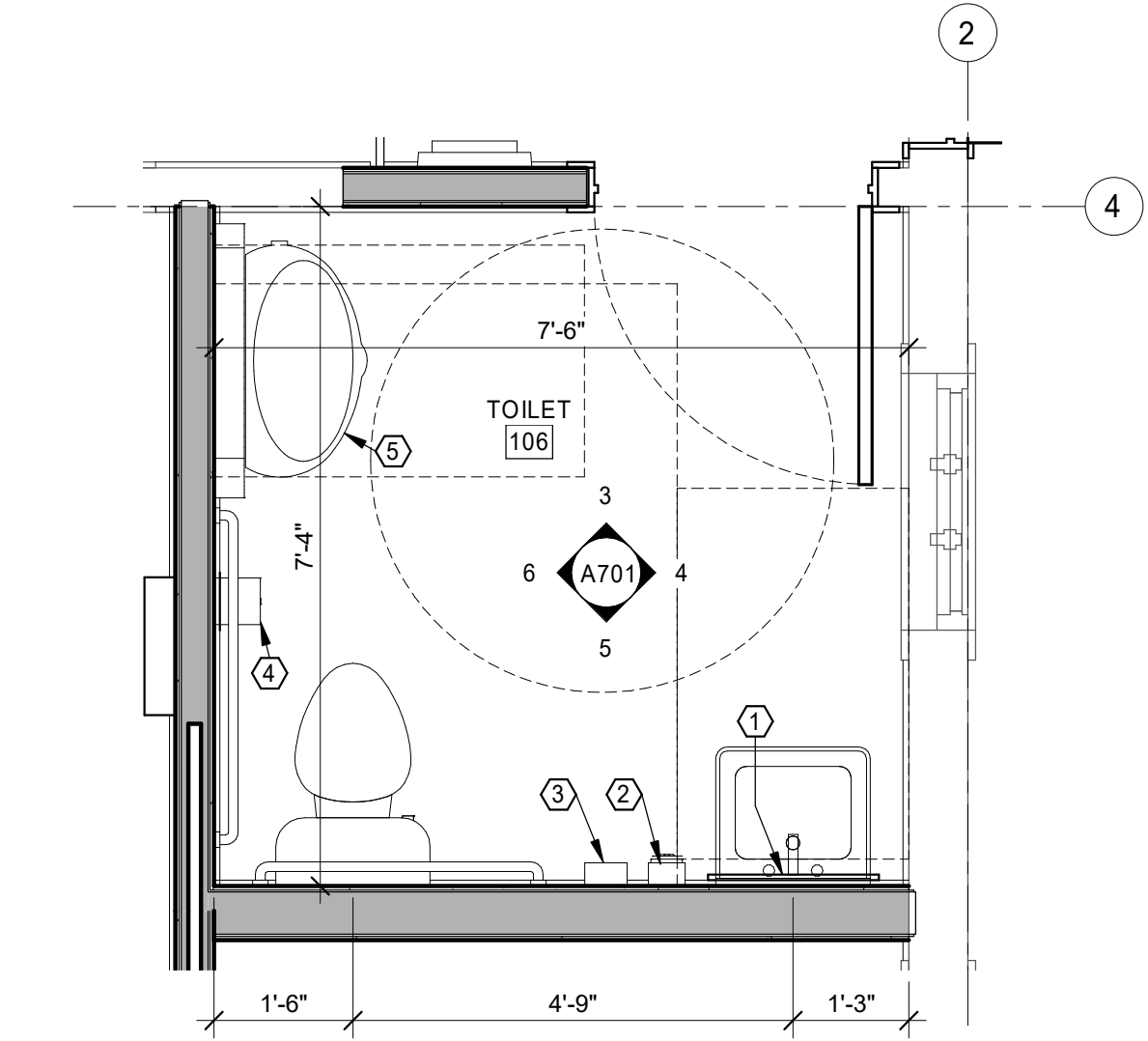
SUPPORT - EAST ELEVATION

9
A701
1/2" = 1'-0"

SUPPORT - SOUTH ELEVATION

10
A701
1/2" = 1'-0"

SUPPORT - WEST ELEVATION



3
A701
1/2" = 1'-0"

TOILET - NORTH ELEVATION

4
A701
1/2" = 1'-0"

TOILET - EAST ELEVATION

5
A701
1/2" = 1'-0"

TOILET - SOUTH ELEVATION

6
A701
1/2" = 1'-0"

TOILET - WEST ELEVATION

PLAN LEGEND

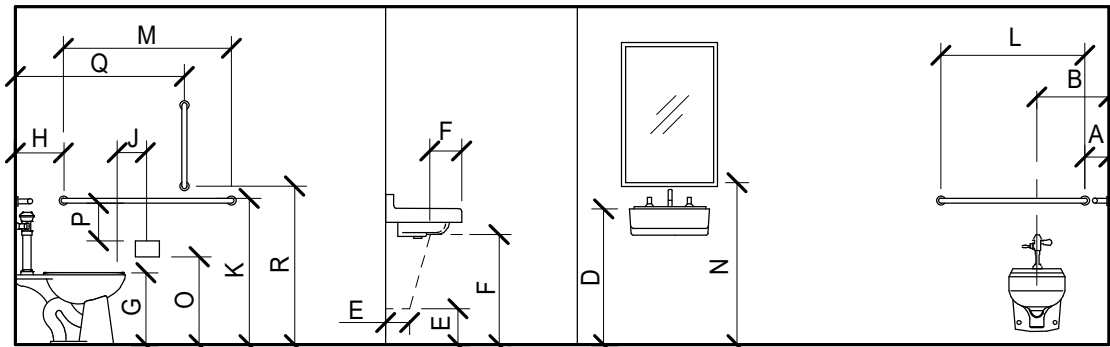
- ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)
XX ASSEMBLY MODIFIER, PER TYPE
NAME 101 ROOM NAME AND NUMBER
X WINDOW TYPE (SEE A600s)
X KEYNOTE
101-1 DOOR NUMBER (SEE SHEET A601)
SELF-ADHERING MEMBRANE (S.A.M.)
AREA WITHIN 4'-0" OF NEW POST CENTERLINE
- DIRECTION OF VIEW, IF APPLICABLE
DRAWING NUMBER
SHEET WHERE DRAWN
DIMENSION TO FACE OF FRAMING
DIMENSION TO GRID LINE
DIMENSION TO CENTER LINE
EXTERIOR WALL BELOW

GENERAL NOTES

- A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.

KEYNOTES

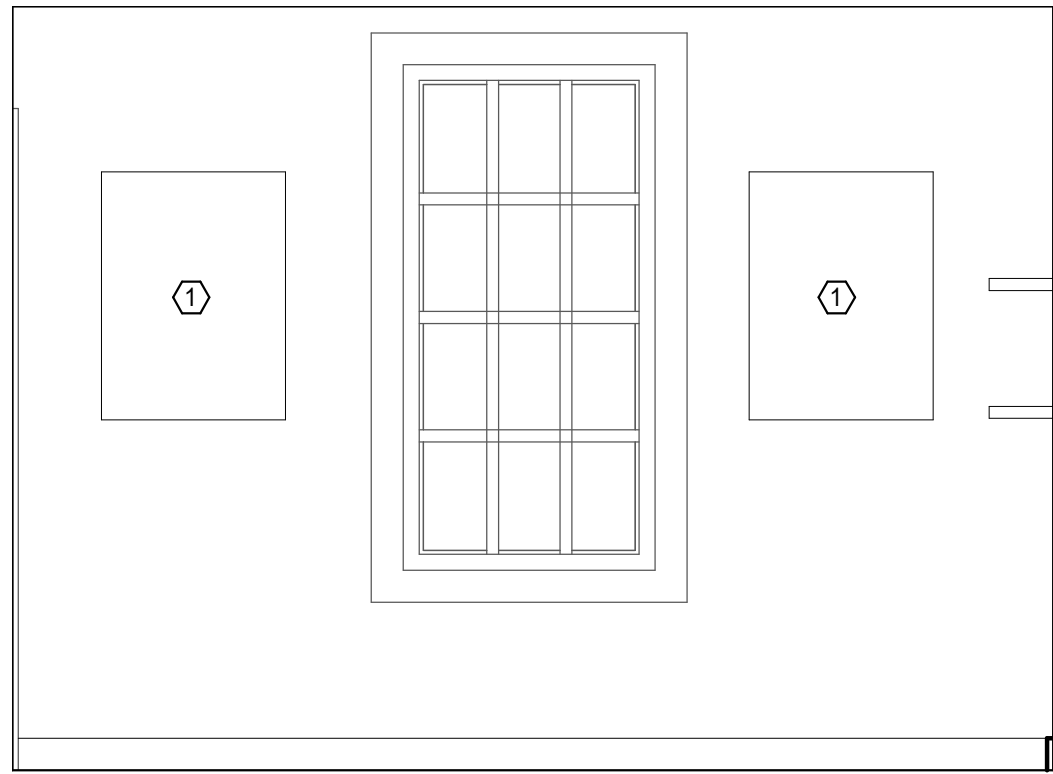
- 1 INSTALL WALL-MOUNTED MIRROR
2 INSTALL WALL-MOUNTED SOAP DISPENSER
3 INSTALL WALL-MOUNTED PAPER TOWEL DISPENSER
4 INSTALL WALL-MOUNTED TOILET PAPER DISPENSER
5 INSTALL WALL-MOUNTED BABY-CHANGING TABLE
6 INSTALL WALL-MOUNTED COAT RACK
7 INSTALL WATER BOTTLE FILLER
8 ART.



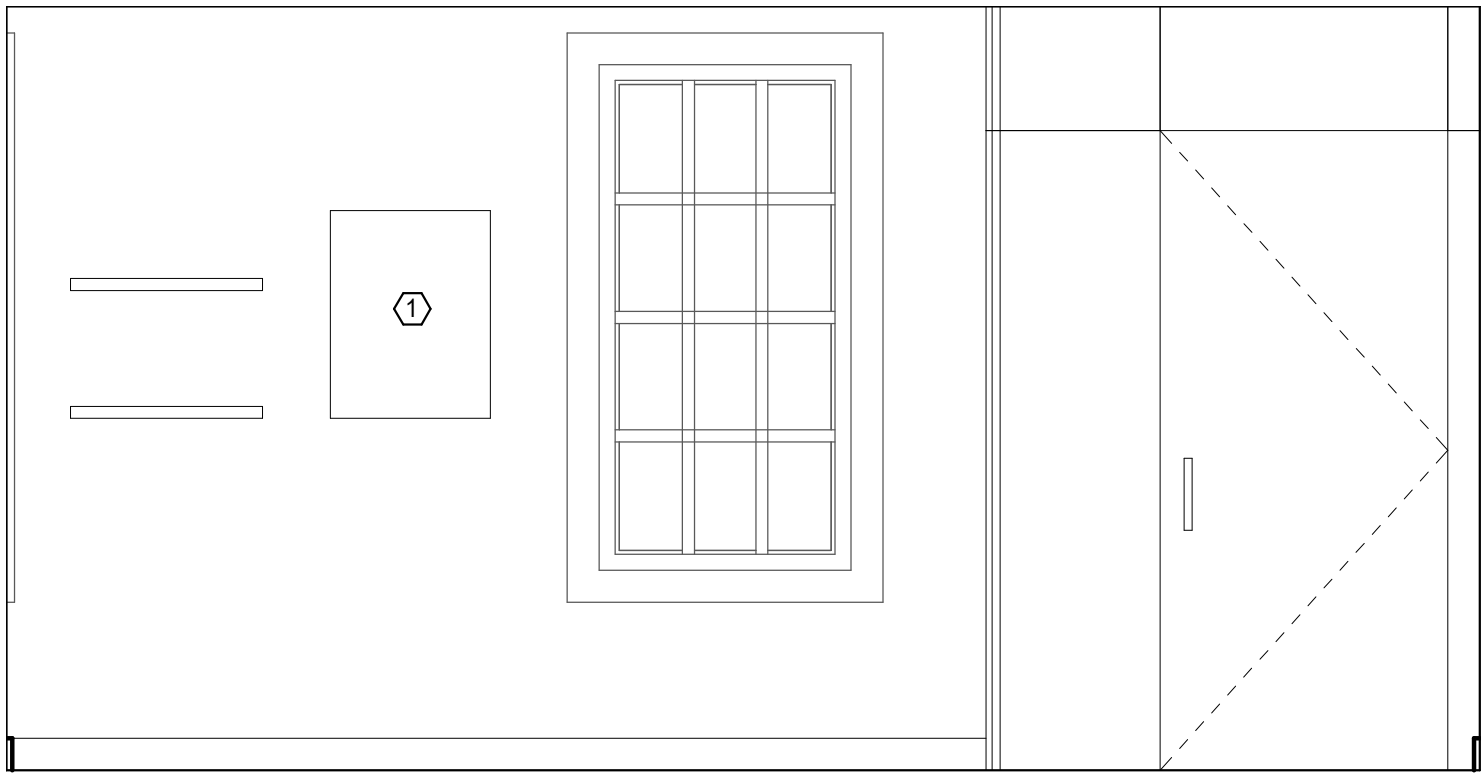
FIXTURE	DIM#	MOUNTING HEIGHT
GRAB BAR	A	6" TO CENTER FROM ADJACENT WALL
TOILET (ADA)	B	18" TO CENTER FROM ADJACENT WALL
SINK (ADA)	D	34" MAX TO SINK RIM ABOVE FINISH FLOOR
SINK (ADA)	E	9" HIGH X 8" DEEP TOE CLEARANCE
SINK (ADA)	F	27" MIN X 8" DEEP KNEE CLEARANCE
TOILET	G	14" TO TOP OF SEAT
TOILET (ADA)	G	17" - 19" TOP OF SEAT
GRAB BAR (ADA)	H	12" TO CENTER FROM ADJACENT WALL
TOILET PAPER HOLDER	J	7" - 9" TO CENTERLINE FROM TOILET
GRAB BAR	K	33" - 36" TO TOP A.F.F.
GRAB BAR	L	36" OUTSIDE TO OUTSIDE
GRAB BAR	M	42" OUTSIDE TO OUTSIDE
MIRROR	N	40" MAX TO BOT OF MIRROR SURFACE
TOILET PAPER HOLDER	O	19" MIN. TO CENTER ABOVE FINISH FLOOR
TOILET PAPER HOLDER	P	1 1/2" MIN. FROM BOTTOM OF GRAB BAR
18" VERTICAL GRAB BAR	Q	39" - 41" FROM WALL
18" VERTICAL GRAB BAR	R	39" - 41" FROM FLOOR

KEYNOTES

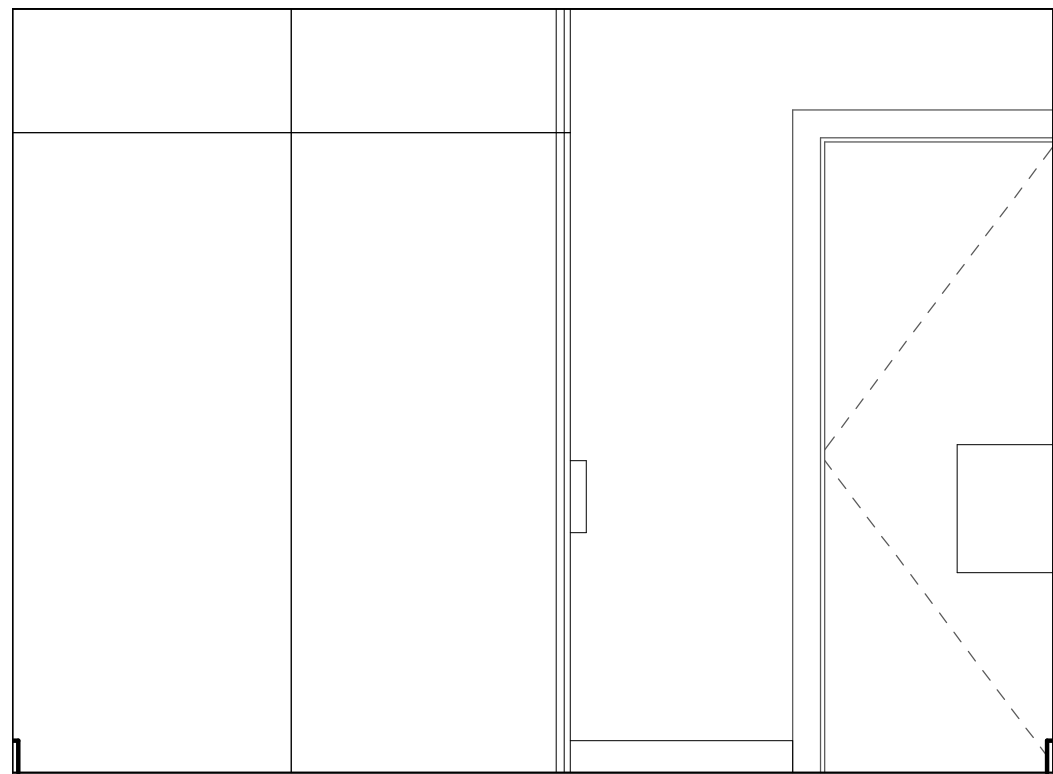
- 1 PHOTO FRAME.
- 2 WALL GRAPHIC.
- 3 EXPAND EXISTING WOOD CLEATS FOR THE TWO-TIERED SHELVING.
PROVIDE NEW PAINTED WOOD SHELVES TO FIT LENGTH.



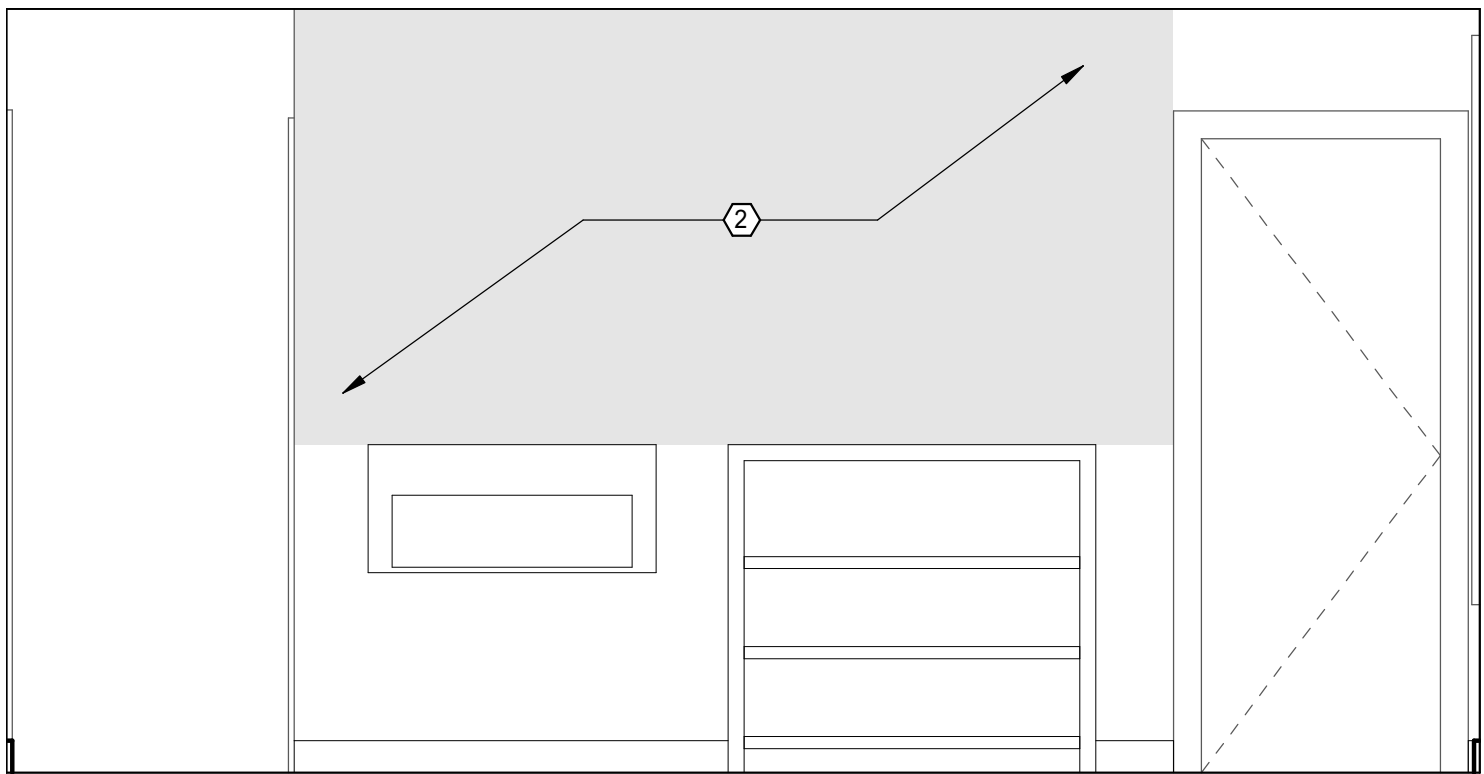
1 STUDY 104 - NORTH ELEVATION
A802 1/2" = 1'-0"



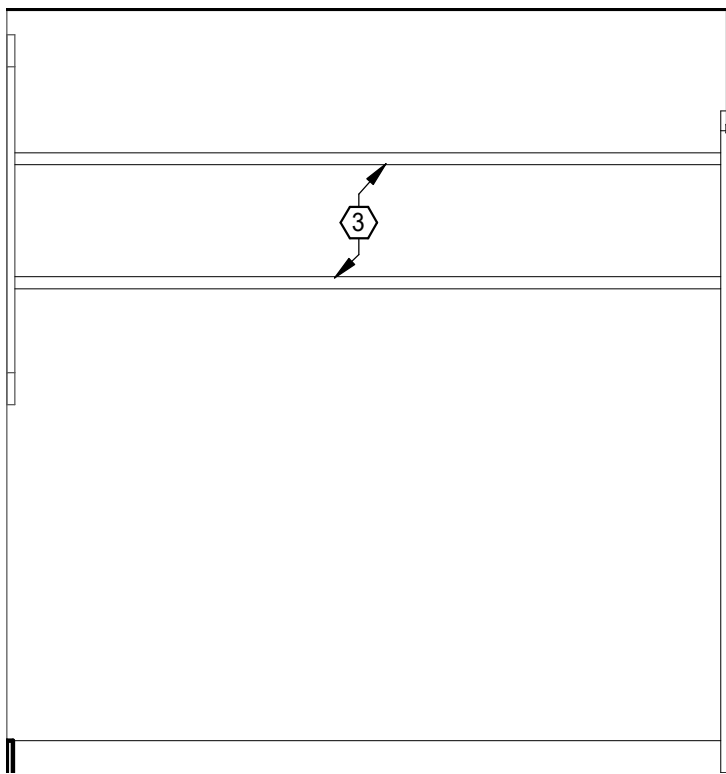
2 STUDY 104 - EAST ELEVATION
A802 1/2" = 1'-0"



3 STUDY 104 - SOUTH ELEVATION
A802 1/2" = 1'-0"



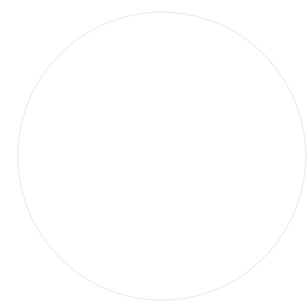
4 STUDY 104 - WEST ELEVATION
A802 1/2" = 1'-0"



5 STORAGE 107 - SOUTH ELEVATION
A802 1/2" = 1'-0"

CITY OF WAYZATA

SECTION FOREMAN HOUSE REHABILITATION



© 2021 | ALL RIGHTS RESERVED

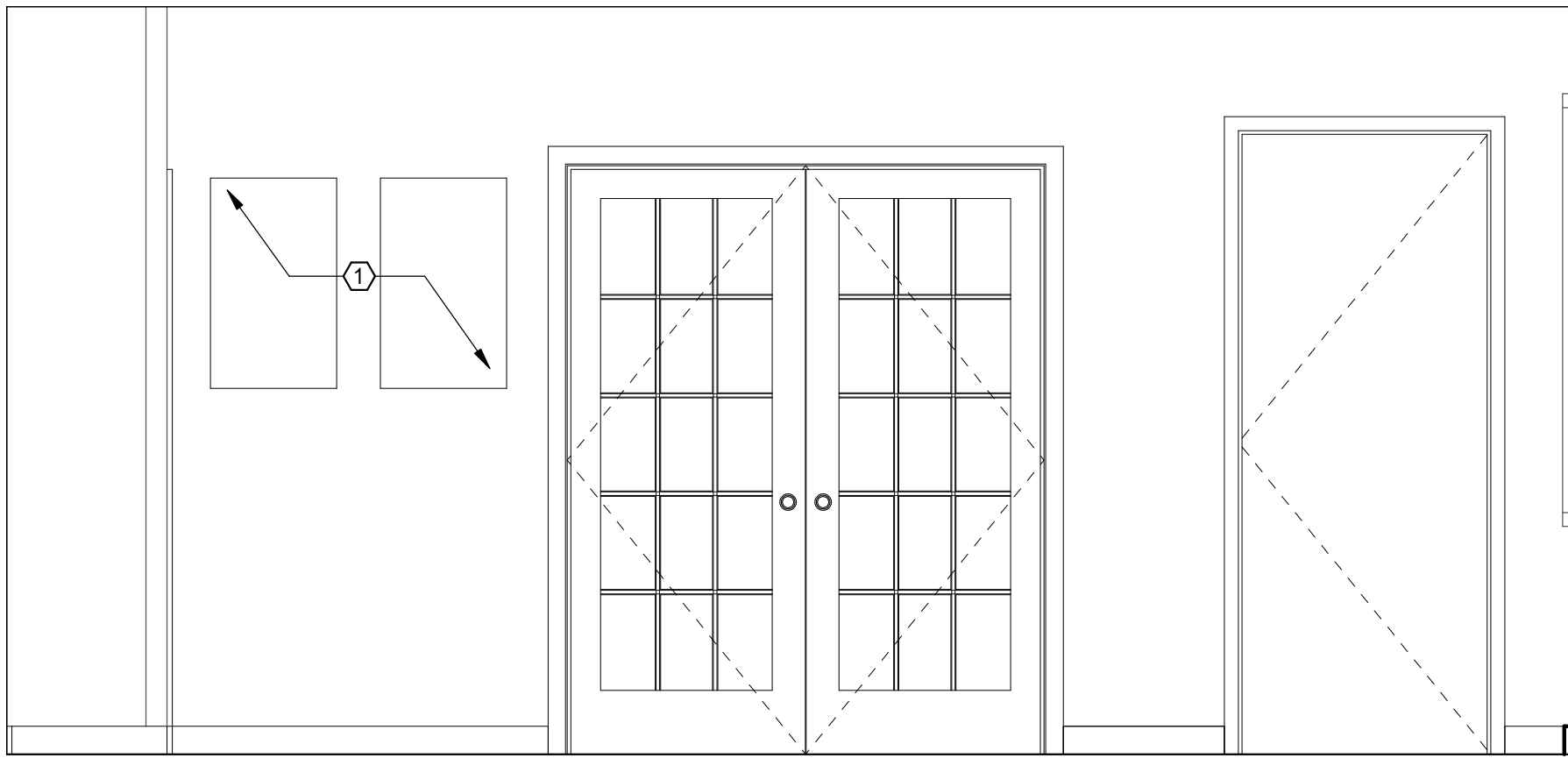
NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | MUCHOW
DRAWN BY | MCCOY
REVISIONS

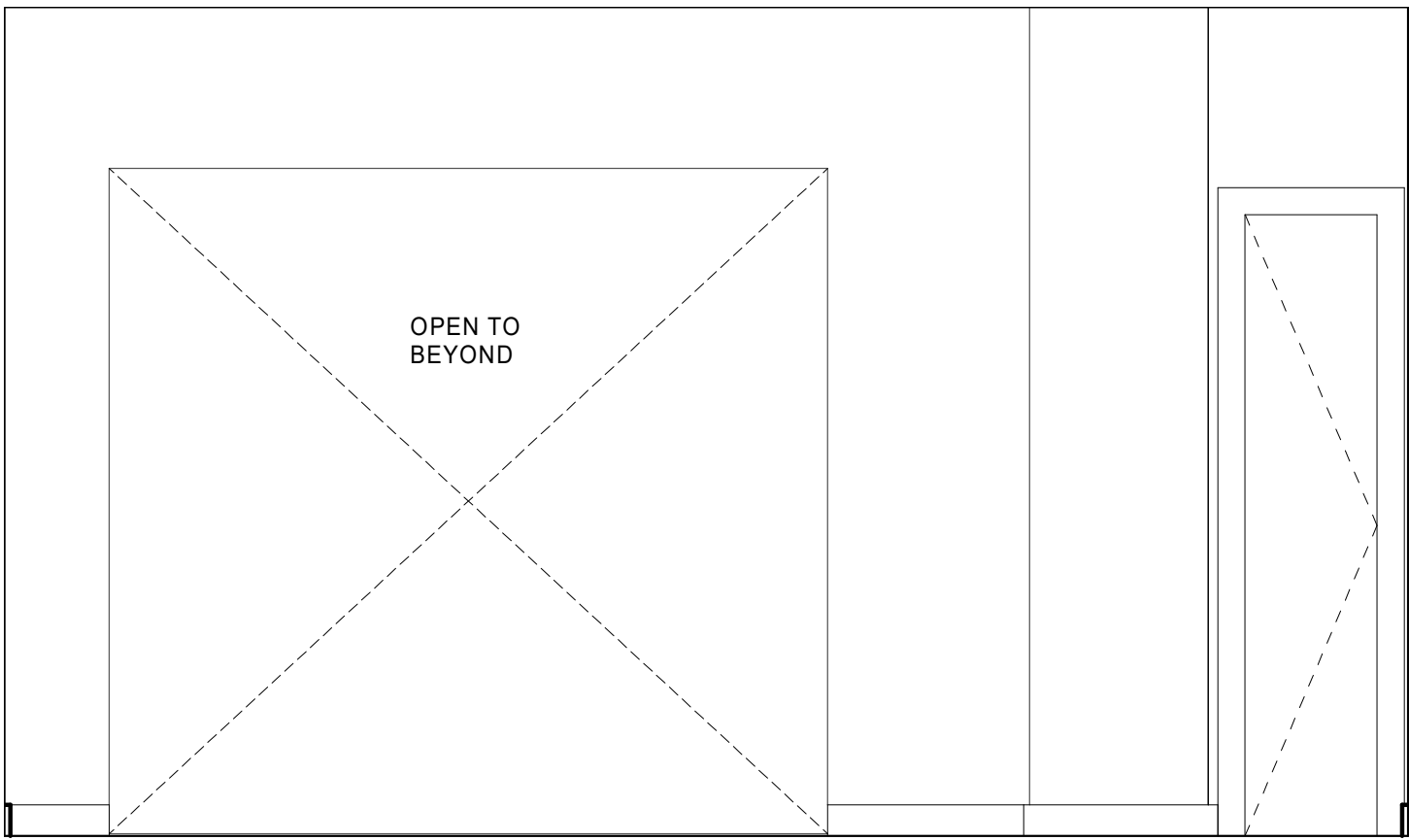
NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

INTERIOR ELEVATIONS

A802



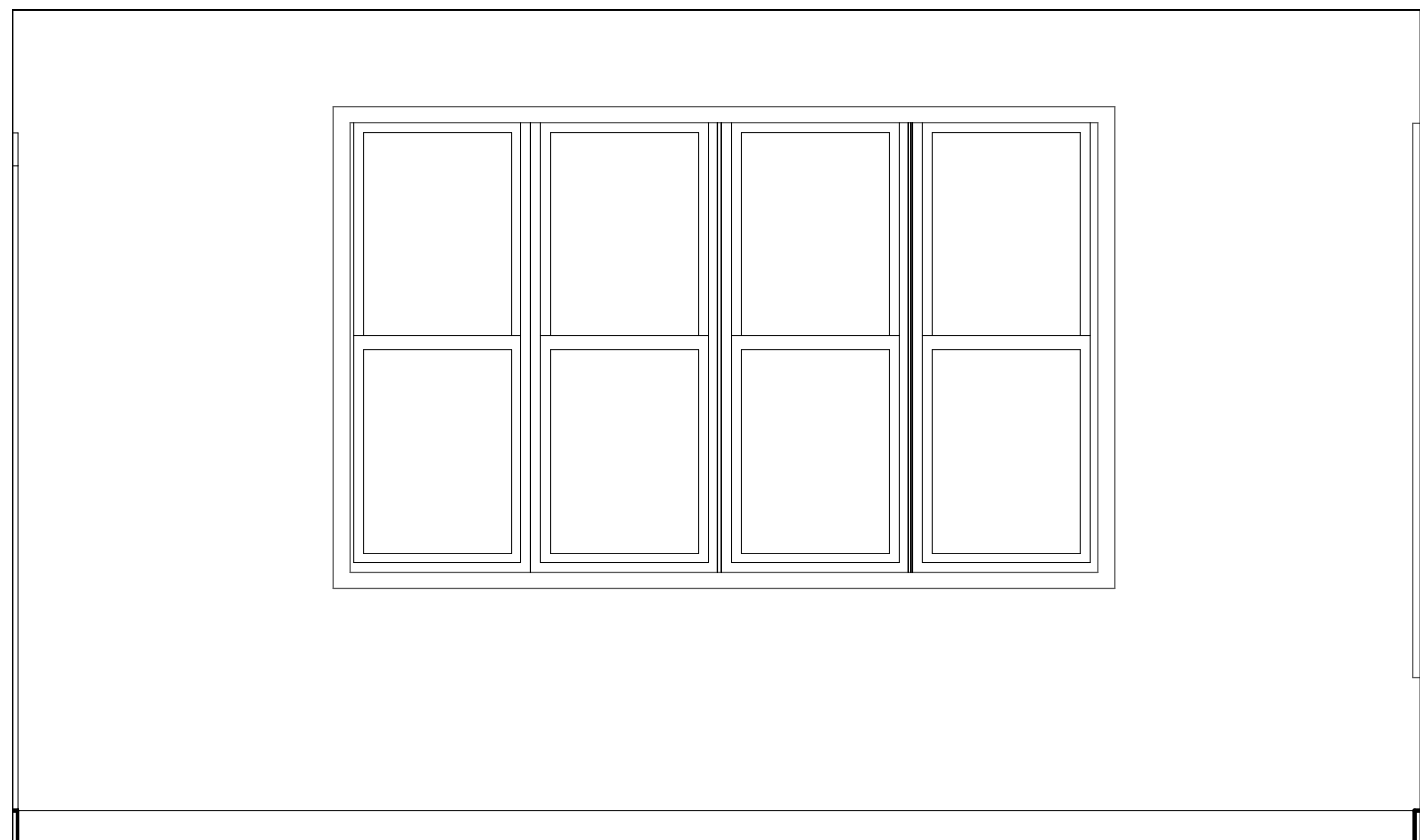
1
A803
COLLAB LEARNING 101 - EAST ELEVATION
1/2" = 1'-0"



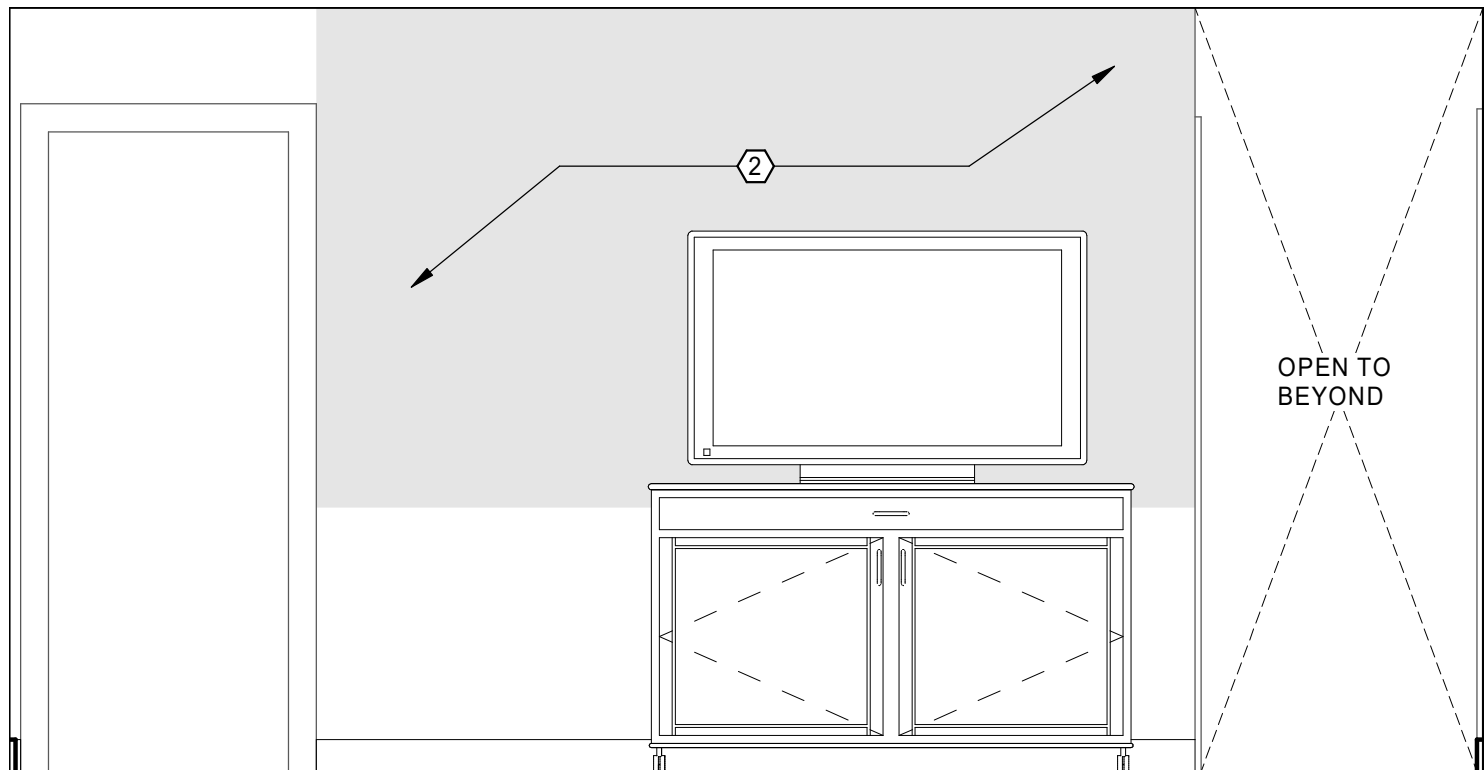
2
A803
COLLAB LEARNING 101 - NORTH ELEVATION
1/2" = 1'-0"

KEYNOTES

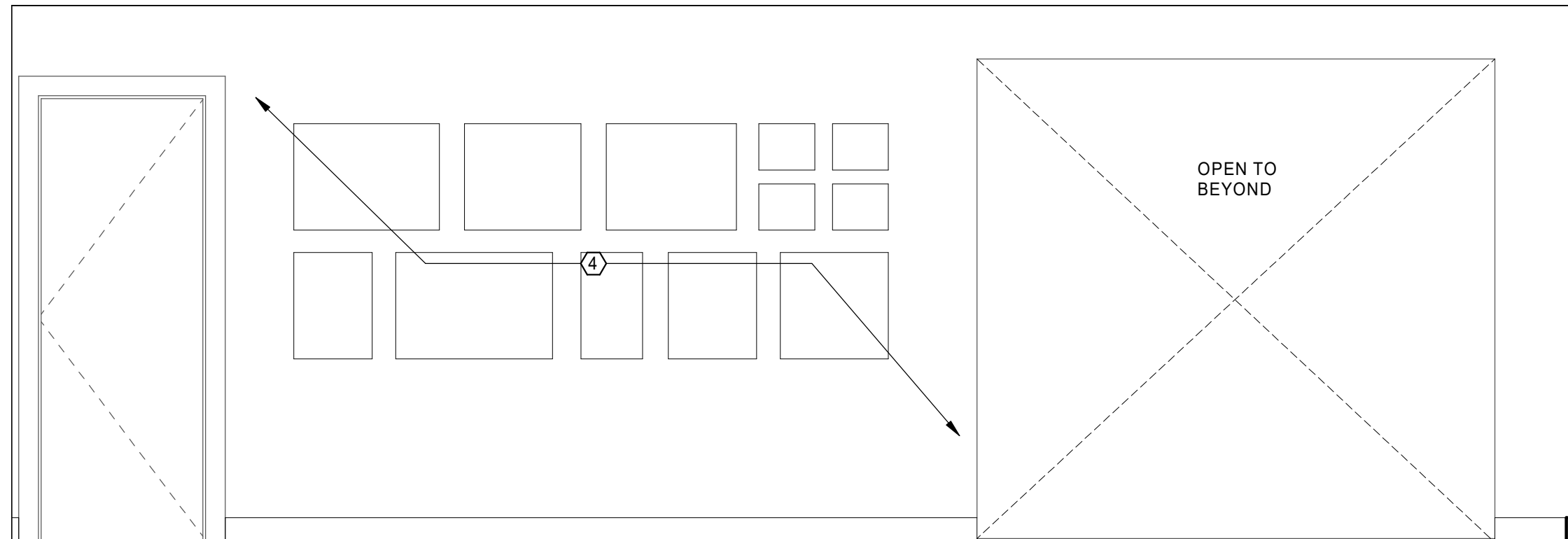
- 1 PHOTO FRAME.
- 2 WALL GRAPHIC.
- 3 ART.
- 4 REPLACE DRYWALL. PROVIDE BLOCKING AS REQUIRED TO SUPPORT DISPLAYS.



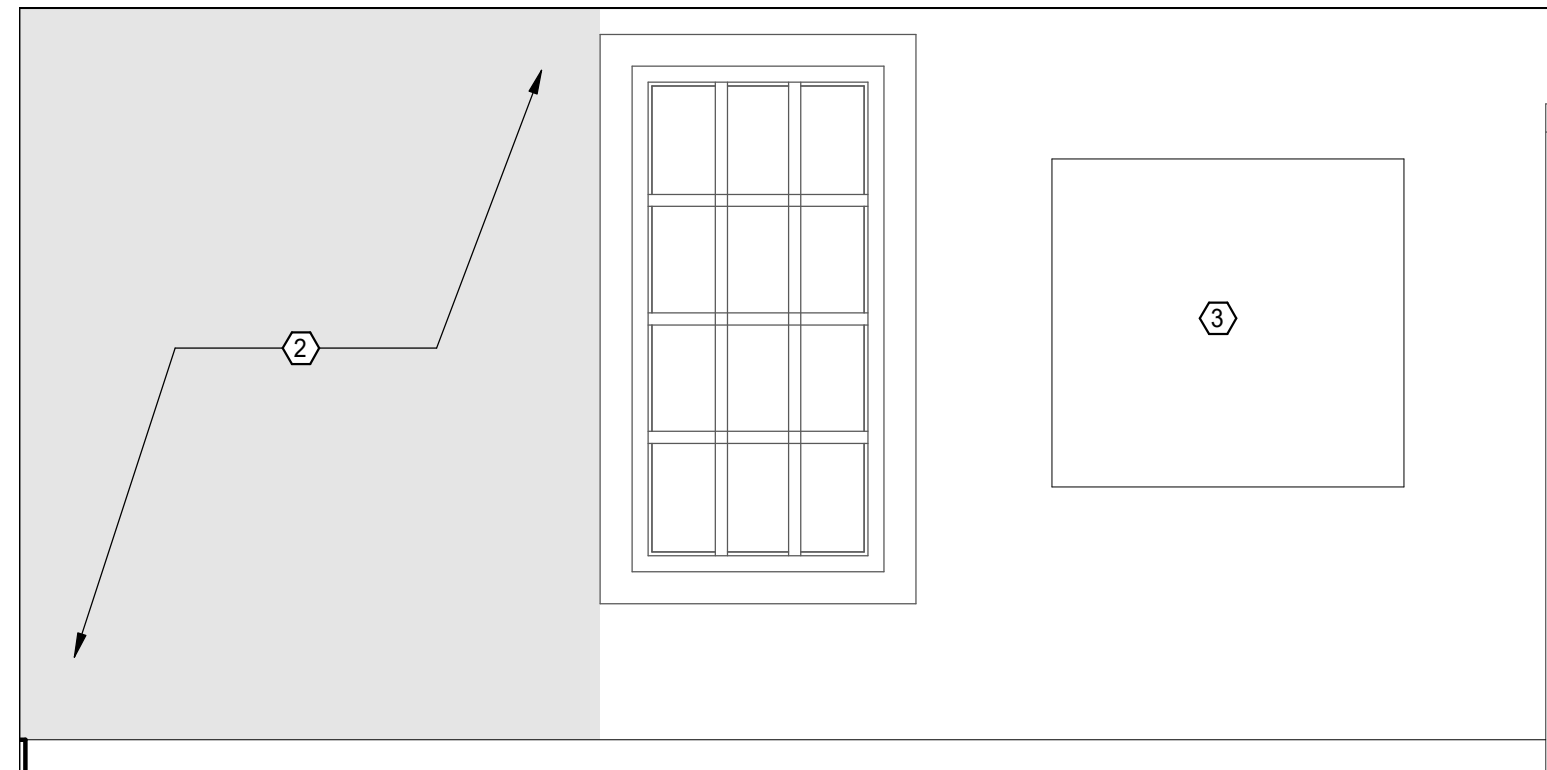
3
A803
COLLAB LEARNING 101 - SOUTH ELEVATION
1/2" = 1'-0"



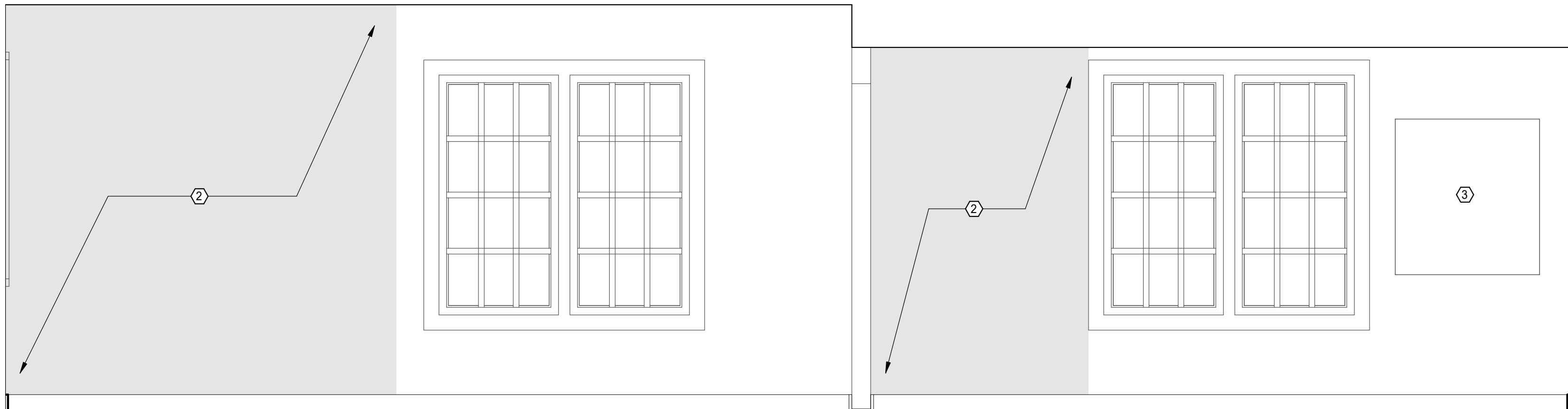
4
A803
COLLAB LEARNING 102 - EAST ELEVATION
1/2" = 1'-0"



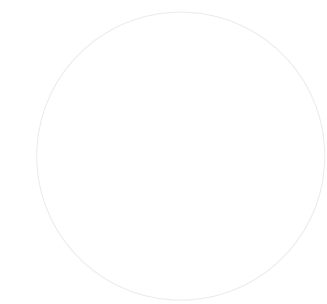
6
A803
COLLAB LEARNING 102 - SOUTH ELEVATION
1/2" = 1'-0"



5
A803
COLLAB LEARNING 102 - NORTH ELEVATION
1/2" = 1'-0"



7
A803
COLLABORATIVE LEARNING 101 & 102 - WEST ELEVATION
1/2" = 1'-0"



REFLECTED CEILING LEGEND

CEILING MATERIAL	ACT
CEILING HEIGHT	00'-00" 00'-00"
ADDITIONAL NOTES	NOTES
	1X1 ACOUSTICAL CEILING
	GYPSUM BOARD CEILING - PAINT
	LIGHTING - SEE ELECTRICAL
	HVAC REGISTERS - SEE MECHANICAL

CEILING MATERIAL	
ACT1	1X1 ACOUSTICAL TILE
GYP	GYPSUM BOARD - PAINT
CEILING HEIGHT	
VAR	VARIES
ADDITIONAL NOTES	
1	NOT USED.
2	NOT USED.

GENERAL NOTES

- A. SEE GENERAL PROJECT NOTES ON COVER SHEET.
B. SEE OTHER SHEETS IN THIS SET FOR ADDITIONAL INFORMATION.
C. SEE FLOOR PLAN FOR NOTES ON WINDOW REPAIR, WINDOW REPLACEMENT, DOOR REPLACEMENT AND ROOF REPLACEMENT.

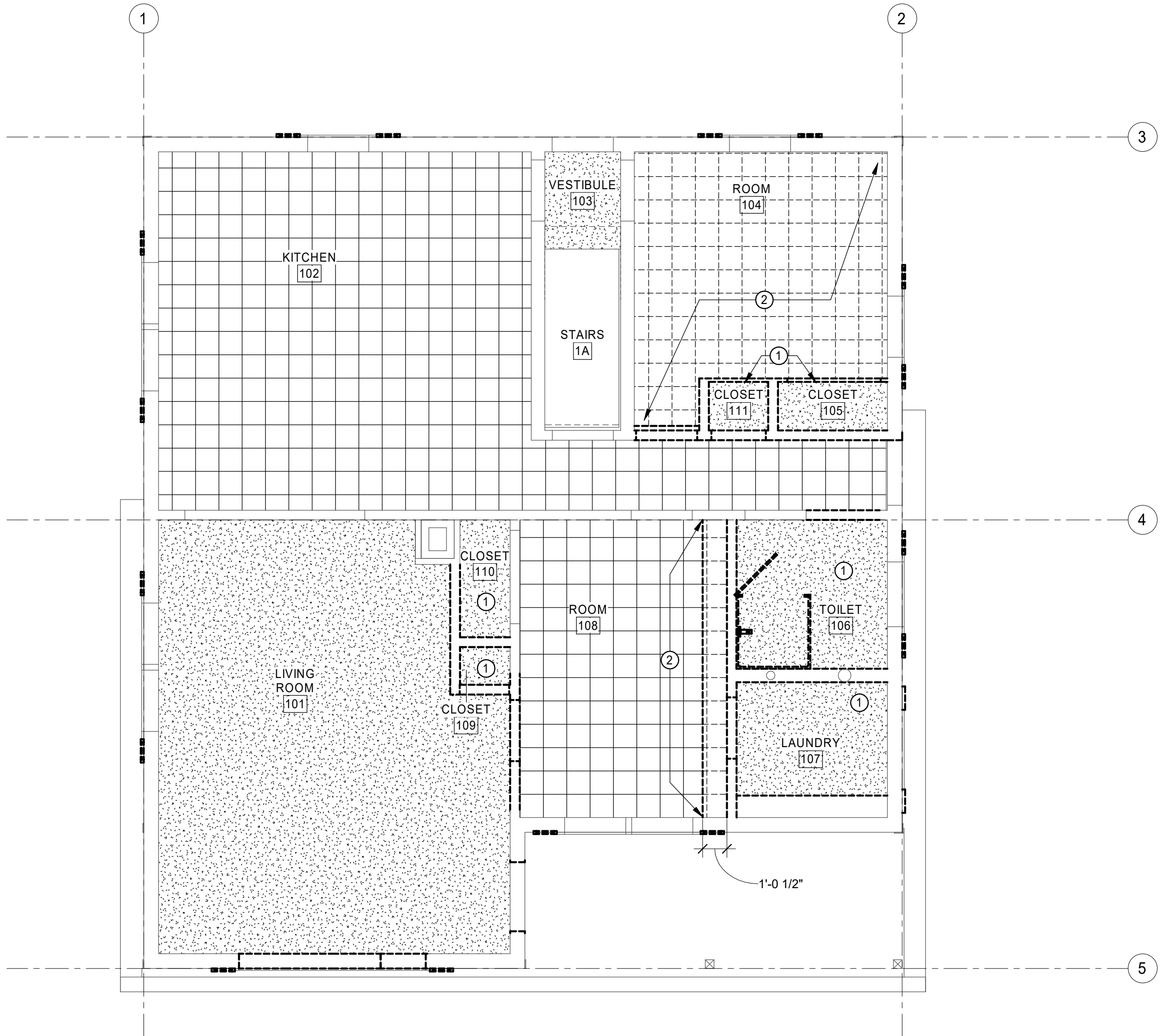
ADDITIONS TO EXISTING BUILDING SYSTEMS WILL BE CONCEALED WITHIN EXISTING STRUCTURE TO THE GREATEST EXTENT POSSIBLE. WHERE REQUIRED, SOFFITS OR OTHER NEW BUILDING ELEMENTS WILL BE A MINIMAL SIZE AND LOCATED AT THE PERIPHERY OF ROOMS ACCESSIBLE TO THE PUBLIC.

DEMOLITION KEYNOTES

- 1 REMOVE EXISTING GYP CEILING.
2 REMOVE EXISTING ACOUSTIC TILE CEILING.

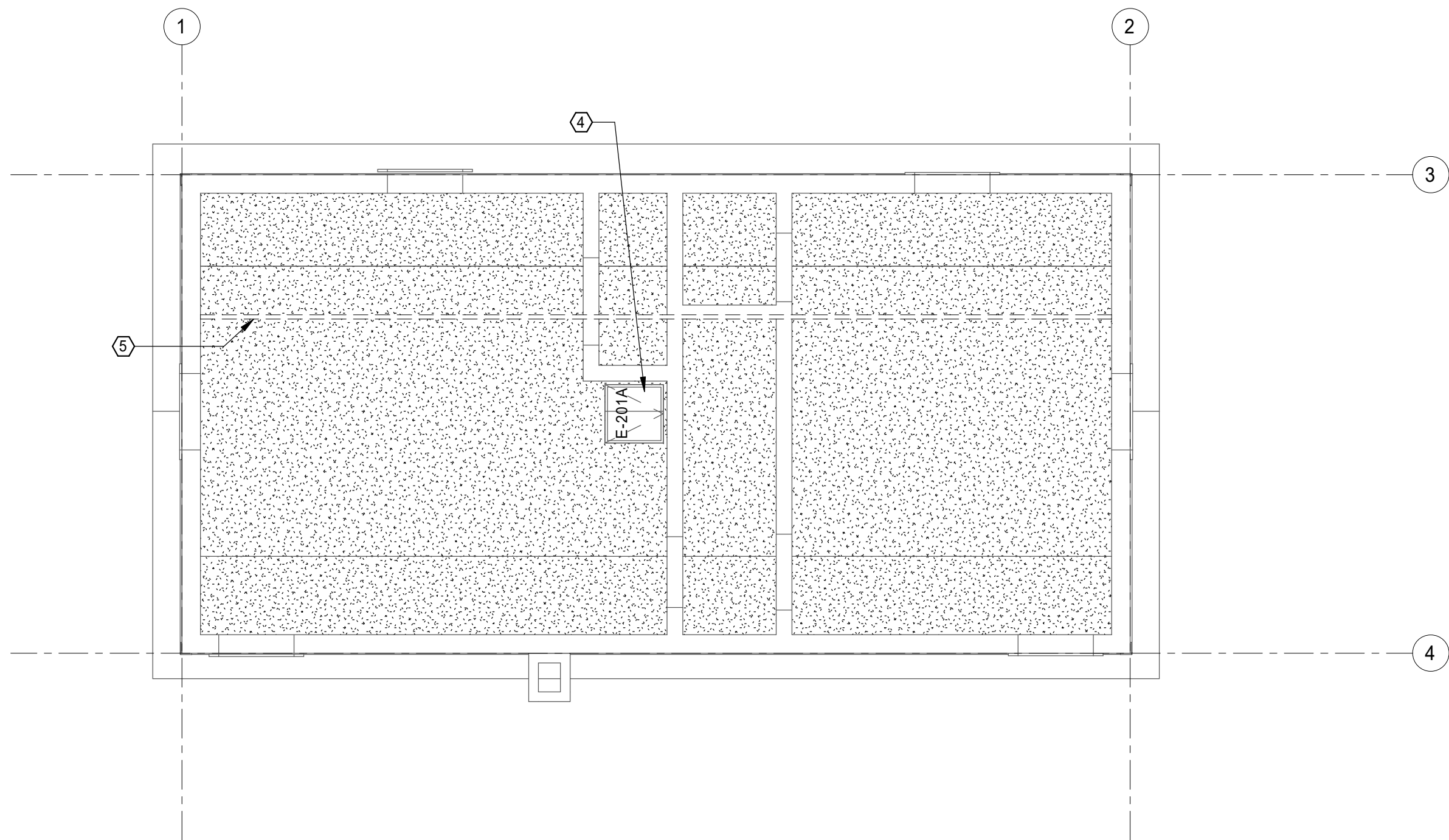
CONSTRUCTION KEYNOTES

- 1 INSTALL GYP CEILING TO MATCH ADJACENT EXISTING CONDITION.
2 INSTALL GYP CEILING TO MATCH PREVIOUS EXISTING CONDITION.
3 INSTALL ACOUSTIC TILE CEILING TO MATCH ADJACENT EXISTING CONDITION. ALIGN WITH ADJACENT HEIGHT AND GRID LINES.
4 ATTIC HATCH. SEE DOOR SCHEDULE.
5 SPRINKLER PIPING ABOVE PAINTED TO MATCH CEILING. REF FIRE PROTECTION



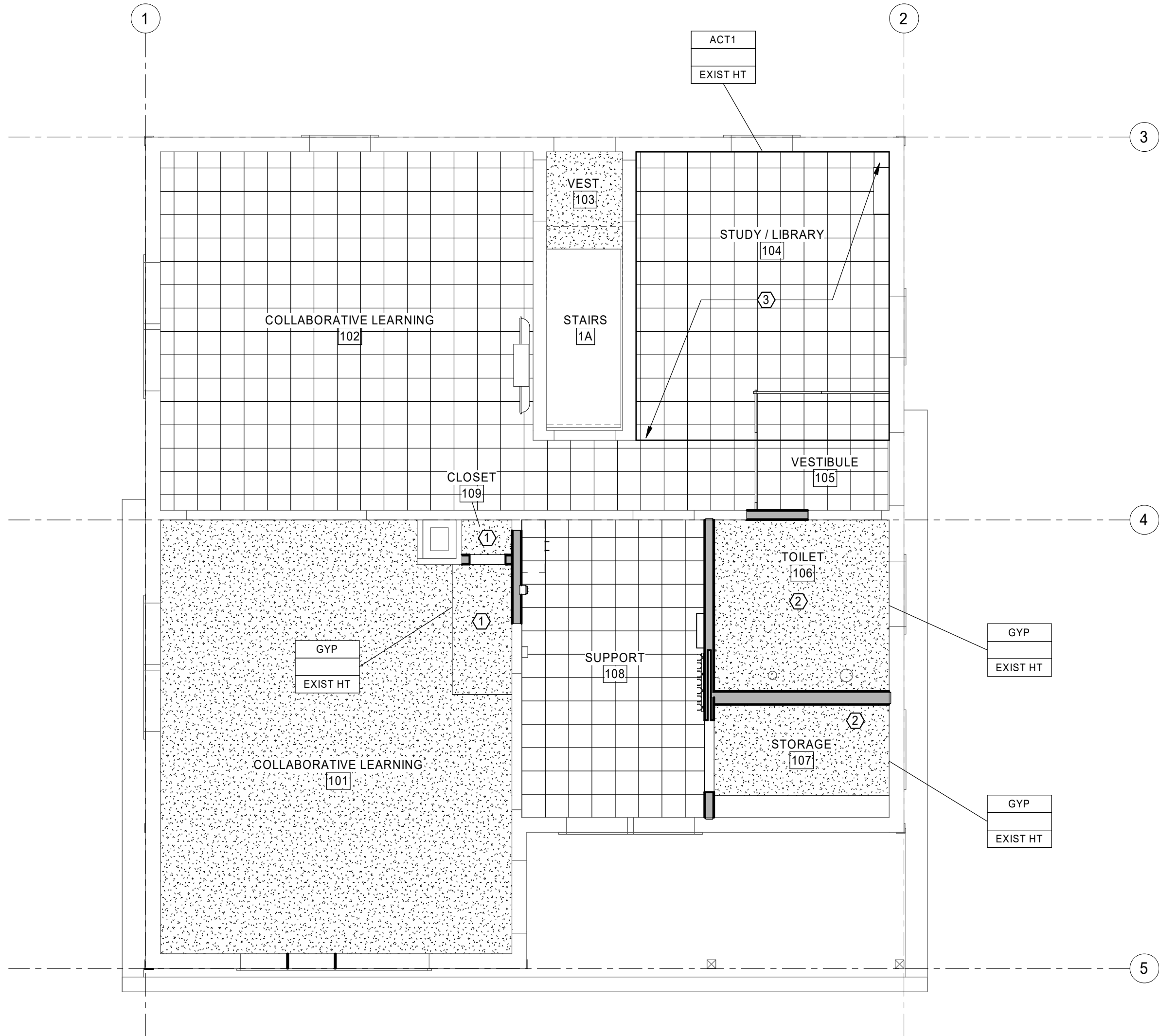
2 DEMOLITION REFLECTED CEILING PLAN - FIRST FLOOR

A901 1/4" = 1'-0"



4 REFLECTED CEILING PLAN - SECOND FLOOR

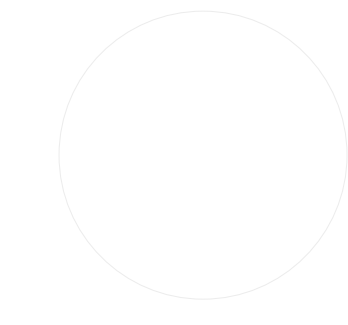
1/4" = 1'-0"



1 REFLECTED CEILING PLAN - FIRST FLOOR

1/4" = 1'-0"





NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | KOPP
DRAWN BY | MARJERISON
REVISIONS

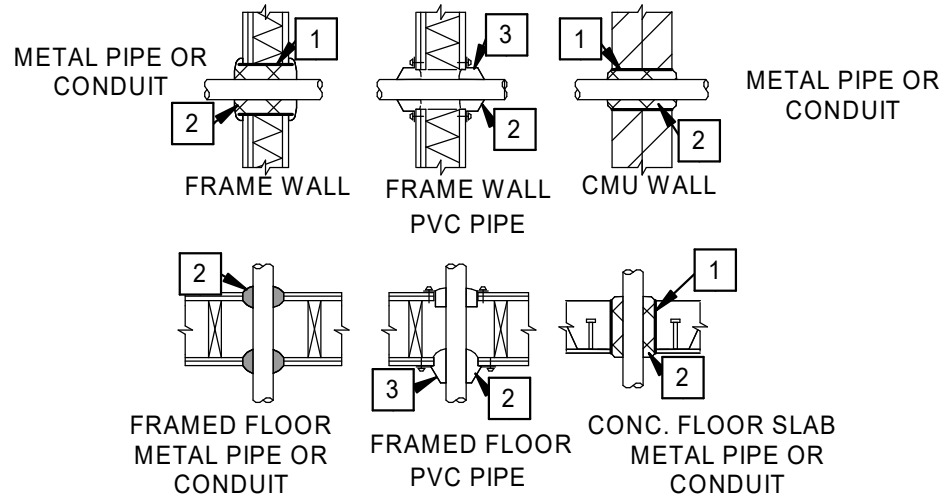
FIRE PROTECTION
SITE PLAN AND
DETAILS

F001

GENERAL NOTES

- DESIGN AND INSTALLATION SHALL CONFORM TO NFPA 13, 2016 EDITION, LOCAL FIRE AND BUILDING DEPARTMENTS.
- THE SPRINKLER SYSTEM SHOWN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL PROVIDE A COMPLETE SPRINKLER SYSTEM SHOWING ALL REQUIRED PIPING, OFFSETS, SPRINKLERS, RISERS AND DROPS.
- CONTRACTOR SHALL SECURE ALL PERMITS AND PAY ALL FEES REQUIRED BY THE LOCAL AUTHORITY HAVING JURISDICTION AND BUILDING DEPARTMENTS.
- PROVIDE ALL MATERIALS AND EQUIPMENT AND PERFORM ALL LABOR REQUIRED TO INSTALL COMPLETE AND OPERABLE FIRE PROTECTION SYSTEMS AS INDICATED ON THE DRAWINGS, AS SPECIFIED AND COMPLYING WITH THE STANDARDS OF THE NATIONAL FIRE PROTECTION ASSOCIATION, INDUSTRIAL RISK INSURERS, FACTORY MUTUAL, AND ALL STATE AND LOCAL REGULATIONS.
- APPROVAL OF THE COMPLETE SYSTEM SHALL BE OBTAINED FROM THE AUTHORITIES HAVING JURISDICTION, AND A COPY OF SAME SHALL BE DELIVERED TO THE OWNER'S REPRESENTATIVE FOR DELIVERY TO THE OWNER.
- RESTORE ALL DEVICES, FINISHES, ETC. DAMAGED OR ALTERED DURING CONSTRUCTION TO AN ACCEPTABLE CONDITION AS DETERMINED BY THE OWNER, ARCHITECT AND/OR ENGINEER.
- CONTRACTOR SHALL SCHEDULE ALL SHUTDOWNS THAT AFFECT UTILITIES AND PORTIONS OF THE BUILDING THAT MUST REMAIN IN OPERATION WITH THE OWNER.
- PROVIDE AND INSTALL SPRINKLERS OF THE PROPER TEMPERATURE RATING AND TYPE PER NFPA 13.
- PROVIDE AND INSTALL VALVES OF THE PROPER TYPE, UL LISTED, AND PRESSURE RATING PER NFPA 13.
- PROVIDE AND INSTALL SPARE SPRINKLERS, WRENCH AND CABINET PER NFPA 13.
- COORDINATE INSTALLATION OF ALL ELECTRICALLY SUPERVISED VALVES, HORN/STROBE, ETC. WITH THE ELECTRICAL CONTRACTOR.
- PROVIDE AND INSTALL A HYDRAULIC PLACARD WITH THE HYDRAULIC DESIGN DATA FOR EACH ZONE RISER OR SYSTEM CALCULATED.
- PROVIDE AND INSTALL A SIGN WITH RAISED LETTERS FOR THE FDC PER NFPA 13.
- PROVIDE AND INSTALL AUX DRAINS AND VALVES AS REQUIRED FOR PROPER DRAINING OF THE SYSTEM.
- COORDINATE SPRINKLERS AND PIPING LOCATIONS WITH DUCTWORK, PIPING, LIGHTING FIXTURES, DIFFUSERS, ETC. AS REQUIRED.
- ISOLATE, DRAIN AND REFILL EXISTING PIPING SYSTEM AS REQUIRED TO ACCOMMODATE INSTALLATION OF NEW WORK.
- HANGER INSTALLATION AND SPACING SHALL BE IN ACCORDANCE WITH NFPA 13.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CORING AND DRILLING AS REQUIRED.
- THE CONTRACTOR SHALL SUBMIT SIZE AND LOCATION OF ALL BEAM PENETRATIONS TO THE STRUCTURAL ENGINEER FOR REVIEW AND DETAIL.
- WHERE PIPING PASSES THROUGH FIRE RATED FLOORS OR WALLS, SLEEVES SHALL BE COMPLETELY SEALED WITH A FIRE STOP MATERIAL THAT IS UL LISTED AND ACCEPTED BY THE BUILDING DEPARTMENT AND FIRE DEPARTMENT. THIS MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUFACTURER TO MAINTAIN THE FIRE RATING OF THE PENETRATED WALL OR FLOOR.
- SLEEVES THROUGH WALL AND FLOOR SHALL BE SCH 10 GALVANIZED AND PACKED WITH NONCOMBUSTIBLE, SMOKEPROOF, AND WATERPROOF FIRE SEALANT.
- SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF FIRE EXTINGUISHER CABINETS, FIRE HOSE CABINETS, AND SIAMESE CONNECTIONS.
- ALL SHUTOFF VALVES IN SPRINKLER, STANDPIPE, AND COMBINED SYSTEMS SHALL BE APPROVED INDICATING TYPE.
- COORDINATE SPRINKLER LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLANS, LIGHTING, AND OTHER CEILING ITEMS AND MAKE MODIFICATIONS TO SUIT.
- SPRINKLERS INSTALLED IN CEILINGS OF FINISHED AREAS SHALL BE SYMMETRICAL IN RELATION TO CEILING SYSTEM COMPONENTS AND CENTERED IN THE CEILING TILE.
- THIS LOCATION IS A SEISMIC DESIGN CATEGORY "A" NO SEISMIC BRACING REQUIRED.
- ALL PIPING 2" AND SMALLER SHALL BE EDDY-THREAD OR SCH 40. PIPING 2 1/2" AND LARGER SHALL BE EDDY-FLOW OR SCH 10 PIPE WITH GROOVED FITTINGS.
- ALL DRY OR PRE-ACTION SYSTEM PIPING SHALL BE GALVANIZED SCHEDULE 40 WITH GALVANIZED THREADED FITTINGS FOR PIPING 2" AND SMALLER. PIPING 2 1/2" AND LARGER SHALL BE GALVANIZED SCHEDULE 10 WITH GALVANIZED GROOVED FITTINGS. GROOVED PIPE COUPLINGS SHALL BE GALVANIZED OR PAINTED.
- ALL DRY SYSTEM PIPING ABOVE GROUND SHALL BE GALVANIZED THREADED FITTINGS AND SCHEDULE 40 PIPE FOR SIZES 2" AND SMALLER. SIZES 2 1/2" AND LARGER SHALL BE SCHEDULE 10 GALVANIZED PIPE AND HOT DIPPED GALVANIZED OR PAINTED DUCTILE IRON FITTINGS. GROOVED PIPE COUPLINGS SHALL BE GALVANIZED OR PAINTED.
- THE CONTRACTOR/INSTALLER SHALL HAVE THE SYSTEM "WORKING PLANS" REVIEWED AND APPROVED BY A THIRD-PARTY FIRE PROTECTION PLAN REVIEWING AGENCY, "FIRE SAFETY CONSULTANTS, INCORPORATED" (FSCI), (1-847-697-1300), (WWW.FIRESAFETYFSCI.COM), TO ENSURE COMPLIANCE WITH ALL LOCAL AND CURRENT NATIONAL FIRE CODES.
- SPRINKLER CONTRACTOR TO COORDINATE WITH OTHER TRADES TO PREVENT CONFLICT WITH OTHER BUILDING SYSTEMS. ANY INSTALLATION WITHOUT PRIOR COORDINATION IS SUBJECT TO REMOVAL AND REINSTALLATION AT THE INSTALLING CONTRACTOR'S EXPENSE.

FIRE PROTECTION LEGEND	
SYMBOL	DESCRIPTION
	PENDENT SPRINKLER, PLAN - ELEVATION
	UPRIGHT SPRINKLER, PLAN - ELEVATION
	SIDEWALL SPRINKLER, PLAN - ELEVATION
	BACK TO BACK ATTIC SPRINKLER, PLAN
	FIRE SPRINKLER WET SYSTEM PIPE
	FIRE SPRINKLER DRY SYSTEM PIPE
	FIRE SPRINKLER PREACTION SYSTEM PIPE
	FIRE SPRINKLER PREACTION SYSTEM PIPE
	FIRE SPRINKLER DRAIN PIPE
	CONNECT TO EXISTING NEW PIPING
	EXISTING PIPING
	PIPING TO BE REMOVED
	TAMPER SWITCH
	FLOW SWITCH
	PRESSURE SWITCH
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION, SIAMESE
	HORN/STROBE ASSEMBLY
	FIRE SPRINKLER WET SYSTEM RISER
FIRE PROTECTION ABBREVIATIONS	
FL	FLANGED
GR	GROOVED
GALV	GALVANIZED
SF	SQUARE FEET
FDC	FIRE DEPARTMENT CONNECTION
AUX	AUXILIARY
(E)	EXISTING
SCH	SCHEDULE
N.C.	NORMALLY CLOSED

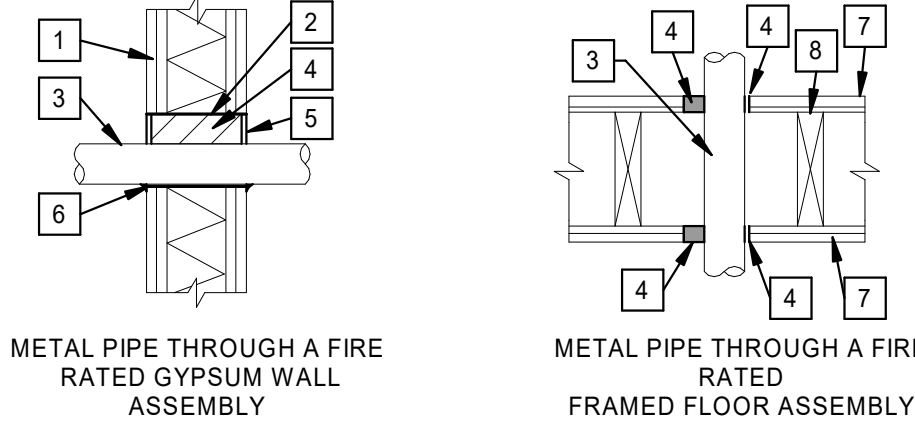


FIRE STOPPING DETAIL NOTES

- PIPE SLEEVE THROUGH OPENING.
- GUN OR TROWEL SPECIFIED FIRE STOPPING COMPOUND ALL AROUND OPENING ON BOTH SIDES (METACALK 950 OR EQUAL).
- METAL-TABBED RETAINING COLLAR AROUND OPENING AND FOLDED IN AFTER CAULKING IS APPLIED.

3 FIRE STOPPING PIPE PENETRATION DETAILS

F001 NOT TO SCALE



FIRE STOPPING DETAIL NOTES

- GYPSUM WALL ASSEMBLY.
- SLEEVE.
- PENETRATING PIPE.
- FORMING MATERIAL TIGHTLY PACKED.
- INTUMESCENT FIRESTOP SEALANT.
- MINIMUM 1/2" BEAD INTUMESCENT FIRESTOP SEALANT AT POINT OF CONTACT.
- FLOOR - CEILING ASSEMBLY.
- WOOD JOISTS.
- FILL VOID OR CAVITY MATERIAL - SEALANT -- MIN. 5/8" OR 1-1/4" THICKNESS OF SEALANT APPLIED WITHIN ANNULAR SPACE, FLUSH WITH THE BOTTOM SURFACE OF GYPSUM WALLBOARD OR LOWER TOP PLATE FOR 1 AND 2 HR FLOORS RESPECTIVELY. MIN. 3/4" THICKNESS OF SEALANT APPLIED WITH ANNULAR SPACE. FLUSH WITH TOP SURFACE OF FLOOR.
- PROVIDE PIPE STOPPING SYSTEMS IN SUBMITTALS.

6 FIRE STOPPING PIPE PENETRATION DETAILS

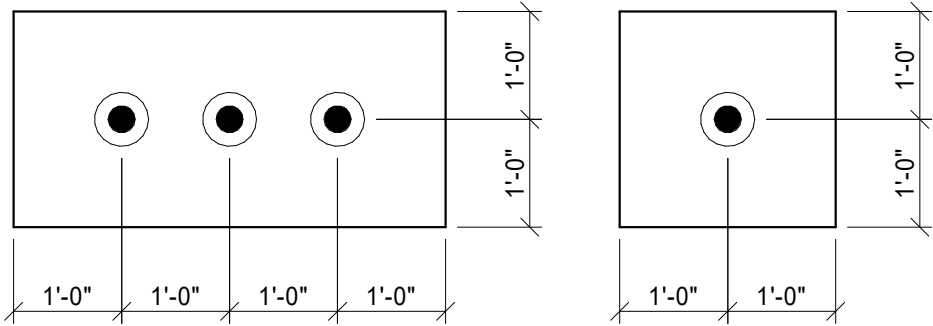
F001 NOT TO SCALE

WATER SUPPLY INFORMATION			
TEST PRESSURE	HYDRANT: # XX	LOCATION:	XXX
FLOW	HYDRANT: # XX	LOCATION:	XXX
BY: XXX		DATE: X/XX/20XX	
STATIC PRESSURE: XX PSI		RESIDUAL PRESSURE: XX PSI	
PITOT PRESSURE: XXPSI	WITH	XXX	GPM FLOWING

NOTE: NEW WATER FLOW TEST WILL BE REQUIRED FOR SHOP DRAWING SUBMITTALS.

KEYNOTES

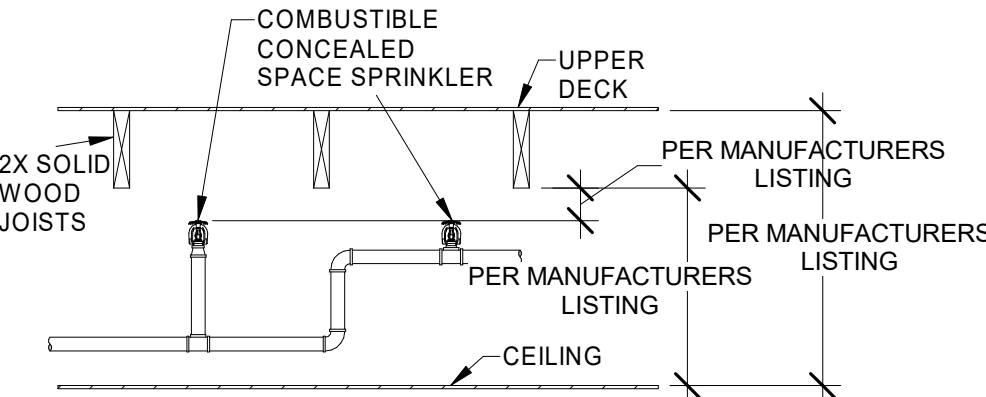
- X" FIRE SERVICE TO WITHIN 5'-0" OF BUILDING BY OTHERS. SEE SITE UTILITY PLAN.
- X" TRANSITION COUPLING.
- X" CLASS 52 CEMENT LINED DUCTILE IRON FIRE SERVICE UNDER BUILDING FOOTING AND THROUGH FLOOR SLAB. SEE DETAIL X/FPXXX.
- FIRE SERVICE ENTRANCE AND RISER. SEE DETAIL X/FPXXX.
- FDC AND HORN/STROBE ASSEMBLY. SEE DETAIL X/FPXXX.



ALL SPRINKLERS SHALL BE CENTERED WITH 1" +/- OF CENTER POINTS OF CEILING TILES. (QUARTER POINTS ARE ACCEPTABLE AS SHOWN ON PLANS)

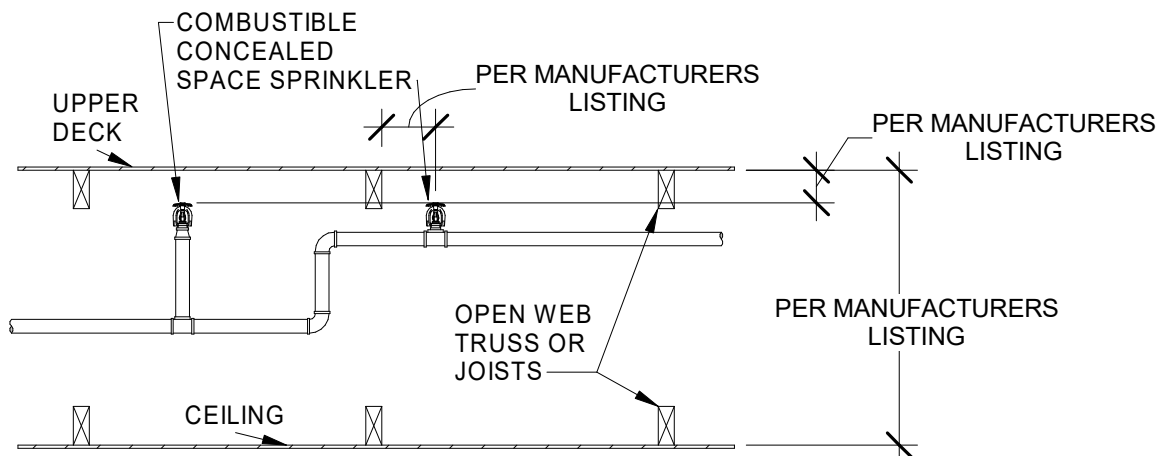
2 SPRINKLER HEAD IN CENTER PLACEMENT

F001 NOT TO SCALE



GENERAL NOTES

- SPRINKLER HEADS REQUIRED IN HORIZONTAL CONCEALED SPACES LESS THAN 36" DEEP SHALL BE LISTED FOR SUCH USE. USE TYCO MODEL CC1 OR CC2 SPRINKLERS (OR EQUAL) INSTALLED PER THEIR LISTING.
- THE SPACE TO BE PROTECTED SHALL BE DIVIDED INTO AREAS OF 1000 SF OR LESS BY DRAFT CUTRAINS OF MINIMUM DEPTH 6" OR 1/3 THE DEPTH OF THE SPACE (WHICHEVER IS GREATER). DRAFT CURTAIN MAXIMUM SPACING IS 31 FEET.
- SEE MANUFACTURER'S LISTING AND NFPA 13 FOR ADDITIONAL REQUIREMENTS AND ALTERNATE INSTALLATIONS.

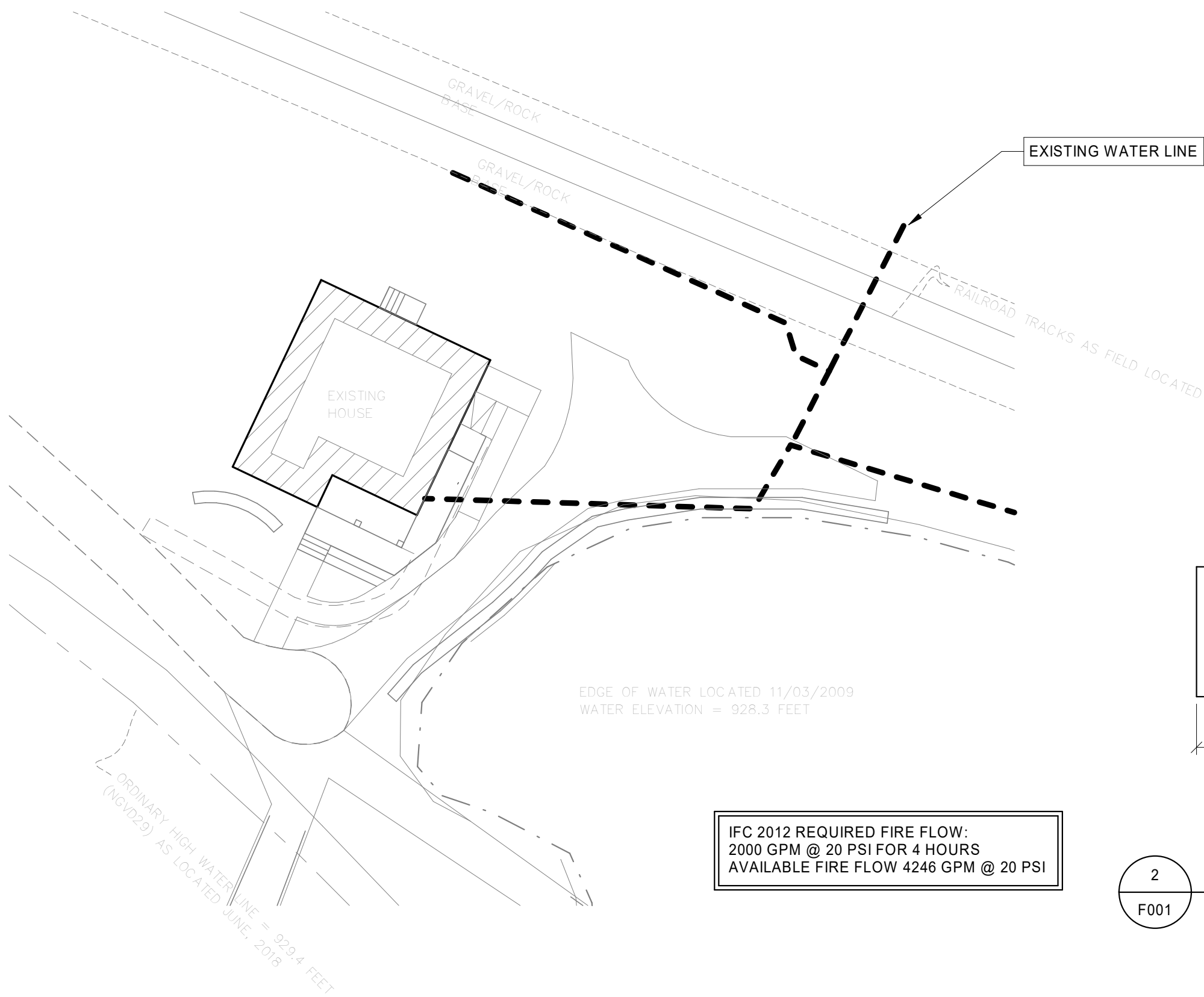


GENERAL NOTES

- SPRINKLER HEADS REQUIRED IN HORIZONTAL CONCEALED SPACES LESS THAN 36" DEEP SHALL BE LISTED FOR SUCH USE. USE TYCO MODEL CC1 OR CC2 SPRINKLERS (OR EQUAL) INSTALLED PER THEIR LISTING.
- THE SPACE TO BE PROTECTED SHALL BE DIVIDED INTO AREAS OF 1000 SF OR LESS BY DRAFT CUTRAINS OF MINIMUM DEPTH 8" OR 1/3 THE DEPTH OF THE SPACE (WHICHEVER IS GREATER) IN OPEN TRUSS CONSTRUCTION.
- SEE MANUFACTURER'S LISTING AND NFPA 13 FOR ADDITIONAL REQUIREMENTS AND ALTERNATE INSTALLATIONS.

5 CONCEALED SPACE SPRINKLER

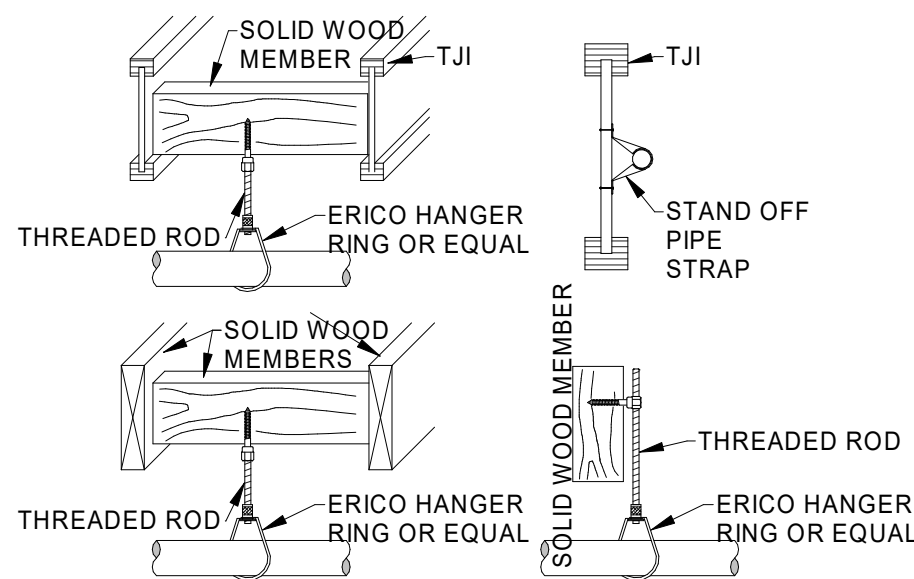
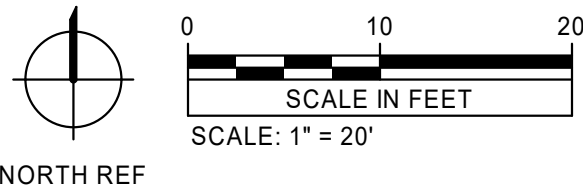
F001 NOT TO SCALE



IFC 2012 REQUIRED FIRE FLOW:
2000 GPM @ 20 PSI FOR 4 HOURS
AVAILABLE FIRE FLOW 4246 GPM @ 20 PSI

1 FIRE PROTECTION SITE PLAN

F001 1" = 20'-0"



MAXIMUM PIPE/TUBING SUPPORT SPACING, FEET

NOM. THRU SIZE	3/4"	1"	1-1/4"	1-1/2"	2"	2-1/2"	3"	4"	6"	8"
STEEL N.A.	12	12	15	15	15	15	15	15	15	15

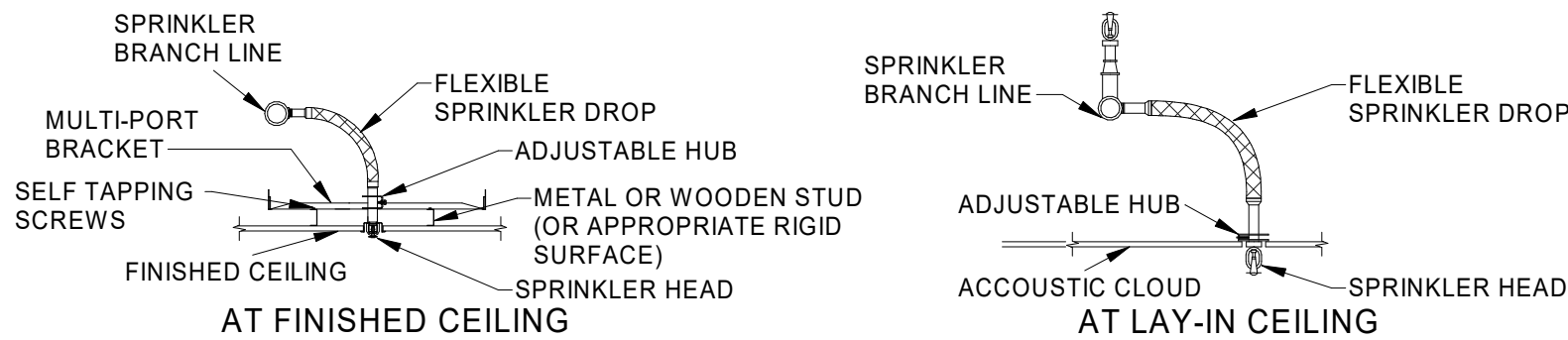
- NOTES:
- UNSUPPORTED LENGTHS BETWEEN THE END SPRINKLER ON A BRANCH AND THE LAST HANGER SHALL NOT BE GREATER THAN 12".
 - THE LENGTH OF AN UNSUPPORTED ARM OVER MUST NOT BE GREATER THAN 12".
 - ALL HANGERS LOCATED WITHIN 12" OF THE LAST SPRINKLER ON A BRANCH LINE OR ARMOVER MUST BE FITTED WITH A SURGE SUPPRESSOR OR EQUIVALENT.

4 FIRE SPRINKLER PIPE HANGER DETAILS

F001 NOT TO SCALE

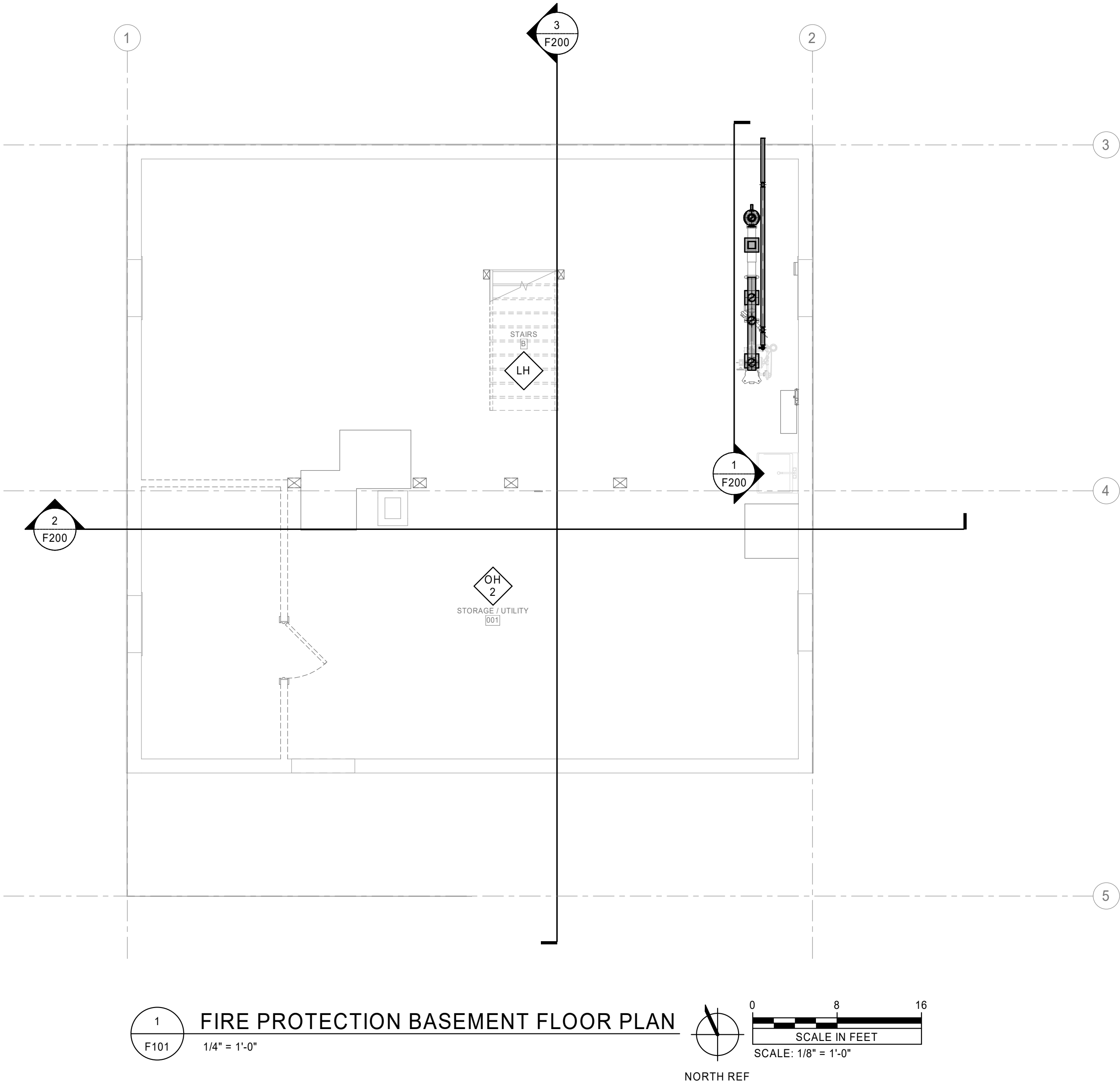
NOTE: SPRINKLER HEADS REQUIRED IN HORIZONTAL CONCEALED SPACES LESS THAN 36" DEEP SHALL BE LISTED FOR SUCH USE. USE TYCO MODEL CC1 OR CC2 SPRINKLERS (OR EQUAL) INSTALLED PER THEIR LISTING.

THE SPACE TO BE PROTECTED SHALL BE DIVIDED INTO AREAS OF 1000 SF OR LESS BY DRAFT CURTAINS OF MINIMUM DEPTH 8" OR 1/3 THE DEPTH OF THE SPACE (WHICHEVER IS GREATER) IN OPEN TRUSS CONSTRUCTION. SEE MANUFACTURER'S LISTING FOR ADDITIONAL REQUIREMENTS AND ALTERNATE INSTALLATIONS.



7 FLEXIBLE SPRINKLER DETAILS

F001 NOT TO SCALE



HAZARD CLASSIFICATION SCHEDULE

SYMBOL	HAZARD	DES. DENSITY-GPM/SF
LH	LIGHT	0.10
OH 1	ORDINARY GROUP 1	0.15
OH 2	ORDINARY GROUP 2	0.20
EH	EXTRA GROUP 1	0.30
NAS	NO AUTOMATIC SPRINKLERS	0.00

NOTE: HAZARD SYMBOLS AT ROOM NAMES INDICATE NEW SPRINKLER AND PIPE AS REQUIRED FOR THESE AREAS.

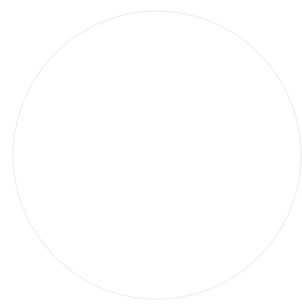
GENERAL NOTES

- A. THE SPRINKLER SYSTEM SHOWN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL PROVIDE A COMPLETE SPRINKLER SYSTEM SHOWING ALL REQUIRED PIPING, OFFSETS, HEADS, RISERS AND DROPS.
- B. SHOP DRAWINGS MUST BE FIELD VERIFIED AND REVISED BY THE CONTRACTOR PRIOR TO SUBMITTAL FOR REVIEW BY ENGINEER.
- C. FIELD INVESTIGATION BEFORE BIDDING IS REQUIRED. BID SHALL BE COMPLETE AND ACCOUNT FOR ALL REQUIRED PIPE, ROUTING, SPRINKLERS, ETC.

Cushing Terrell

cushingterrell.com
800.757.9522

CITY OF WAYZATA
SECTION FOREMAN HOUSE REHABILITATION



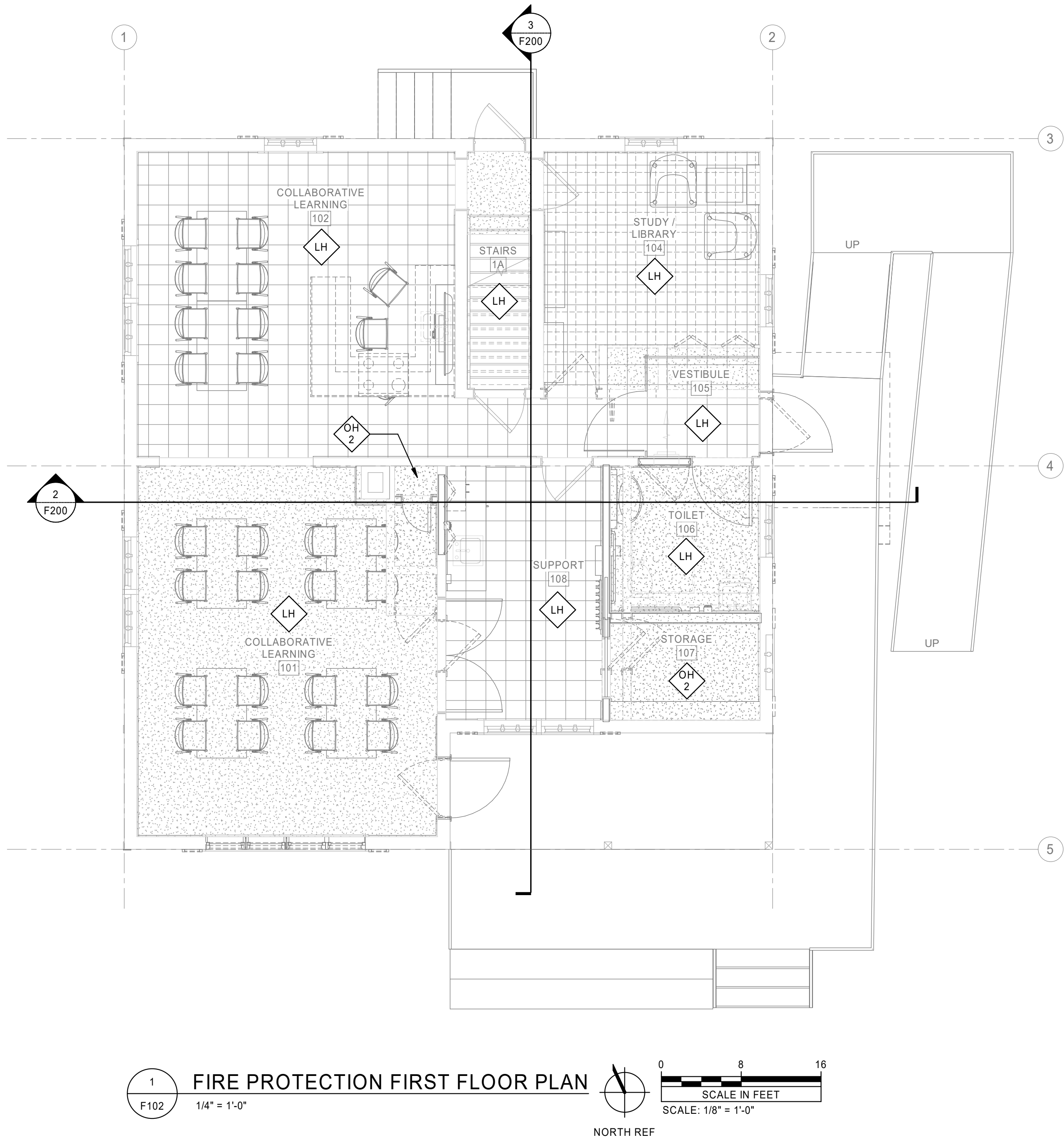
© 2021 | ALL RIGHTS RESERVED

NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | KOPP
DRAWN BY | MARJERISON
REVISIONS

FIRE PROTECTION
BASEMENT FLOOR
PLAN

F101



HAZARD CLASSIFICATION SCHEDULE

SYMBOL	HAZARD	DES. DENSITY-GPM/SF
LH	LIGHT	0.10
OH 1	ORDINARY GROUP 1	0.15
OH 2	ORDINARY GROUP 2	0.20
EH	EXTRA GROUP 1	0.30
NAS	NO AUTOMATIC SPRINKLERS	0.00

NOTE: HAZARD SYMBOLS AT ROOM NAMES INDICATE NEW SPRINKLER AND PIPE AS REQUIRED FOR THESE AREAS.

GENERAL NOTES

- A. THE SPRINKLER SYSTEM SHOWN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL PROVIDE A COMPLETE SPRINKLER SYSTEM SHOWING ALL REQUIRED PIPING, OFFSETS, HEADS, RISERS AND DROPS.
- B. SHOP DRAWINGS MUST BE FIELD VERIFIED AND REVISED BY THE CONTRACTOR PRIOR TO SUBMITTAL FOR REVIEW BY ENGINEER.
- C. FIELD INVESTIGATION BEFORE BIDDING IS REQUIRED. BID SHALL BE COMPLETE AND ACCOUNT FOR ALL REQUIRED PIPE, ROUTING, SPRINKLERS, ETC.

Cushing Terrell

cushingterrell.com
800.757.9522

CITY OF WAYZATA
SECTION FOREMAN HOUSE REHABILITATION

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN



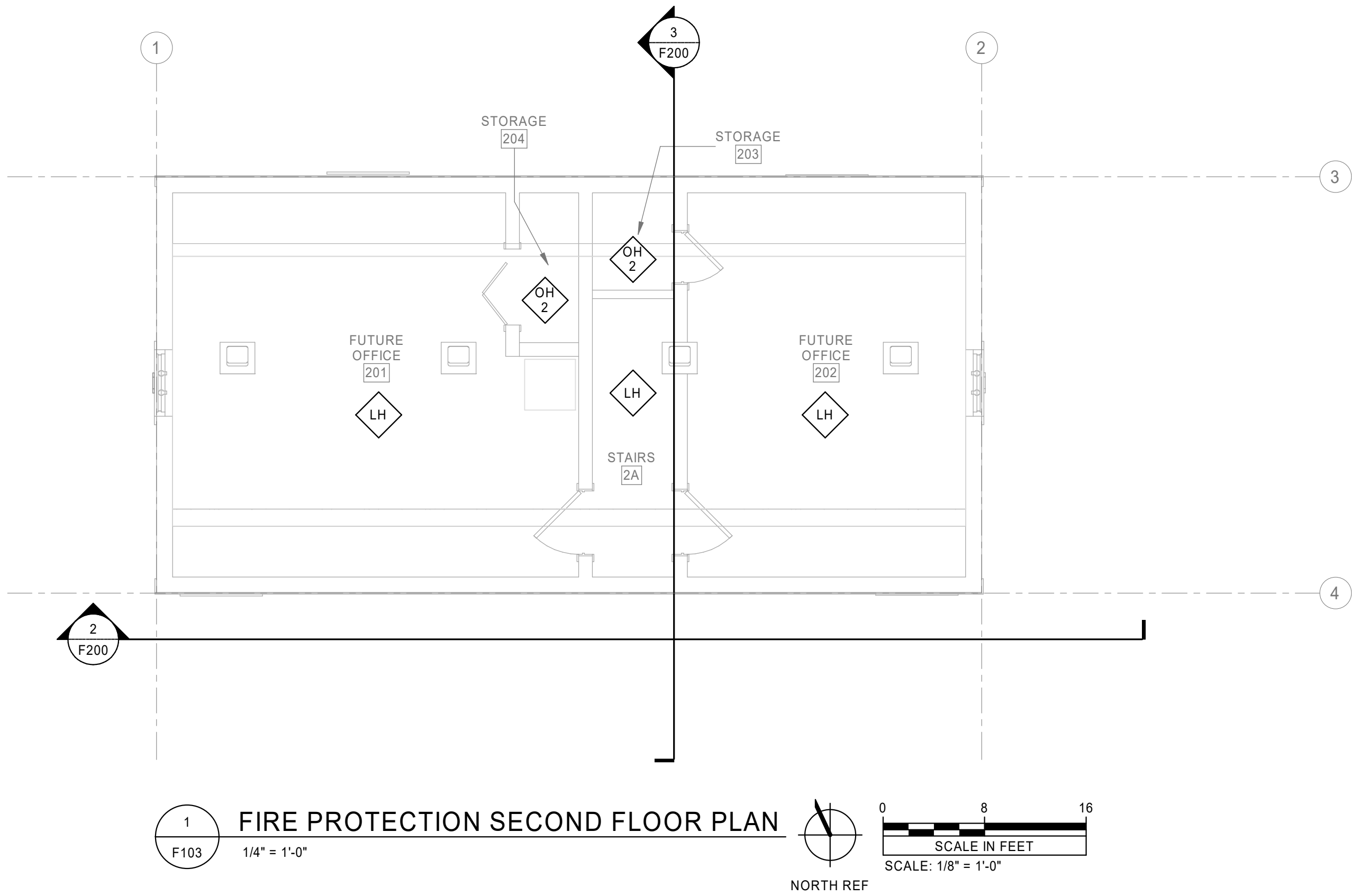
© 2021 | ALL RIGHTS RESERVED

NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | KOPP
DRAWN BY | MARJERISON
REVISIONS

FIRE PROTECTION
FIRST FLOOR PLAN

F102



HAZARD CLASSIFICATION SCHEDULE

SYMBOL	HAZARD	DES. DENSITY-GPM/SF
LH	LIGHT	0.10
OH 1	ORDINARY GROUP 1	0.15
OH 2	ORDINARY GROUP 2	0.20
EH	EXTRA GROUP 1	0.30
NAS	NO AUTOMATIC SPRINKLERS	0.00

NOTE: HAZARD SYMBOLS AT ROOM NAMES INDICATE NEW SPRINKLER AND PIPE AS REQUIRED FOR THESE AREAS.

GENERAL NOTES

- A. THE SPRINKLER SYSTEM SHOWN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL PROVIDE A COMPLETE SPRINKLER SYSTEM SHOWING ALL REQUIRED PIPING, OFFSETS, HEADS, RISERS AND DROPS.
- B. SHOP DRAWINGS MUST BE FIELD VERIFIED AND REVISED BY THE CONTRACTOR PRIOR TO SUBMITTAL FOR REVIEW BY ENGINEER.
- C. FIELD INVESTIGATION BEFORE BIDDING IS REQUIRED. BID SHALL BE COMPLETE AND ACCOUNT FOR ALL REQUIRED PIPE, ROUTING, SPRINKLERS, ETC.

Cushing Terrell

cushingterrell.com
800.757.9522

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

CITY OF WAYZATA

SECTION FOREMAN HOUSE REHABILITATION



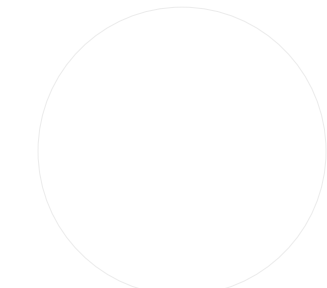
© 2021 | ALL RIGHTS RESERVED

NOT FOR CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | KOPP
DRAWN BY | MARJERISON
REVISIONS

FIRE PROTECTION
SECOND FLOOR PLAN

F103



HAZARD CLASSIFICATION SCHEDULE

SYMBOL	HAZARD	DES. DENSITY-GPM/SF
LH	LIGHT	0.10
OH 1	ORDINARY GROUP 1	0.15
OH 2	ORDINARY GROUP 2	0.20
EH	EXTRA GROUP 1	0.30
NAS	NO AUTOMATIC SPRINKLERS	0.00

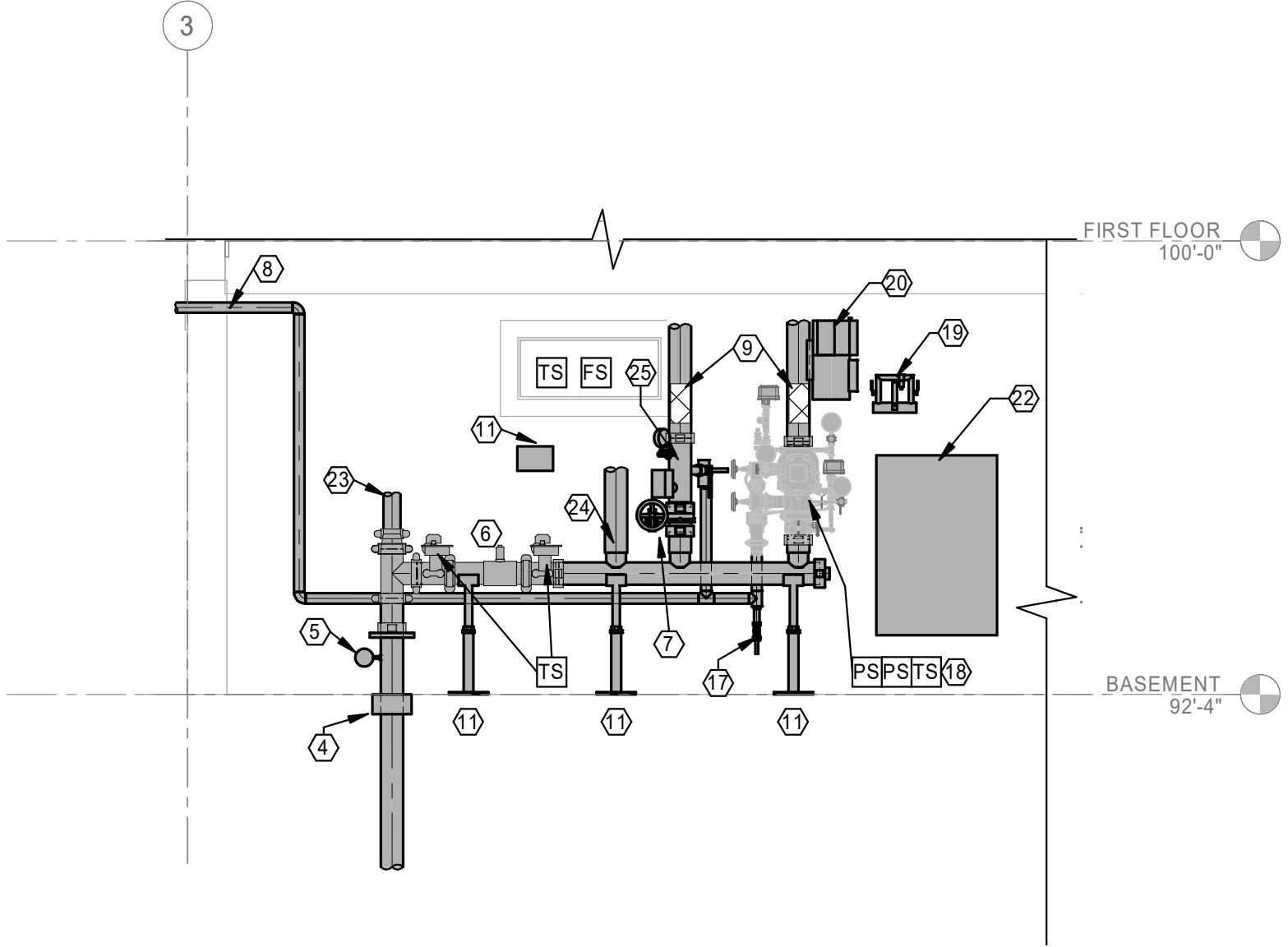
NOTE: HAZARD SYMBOLS AT ROOM NAMES INDICATE NEW SPRINKLER AND PIPE AS REQUIRED FOR THESE AREAS.

GENERAL NOTES

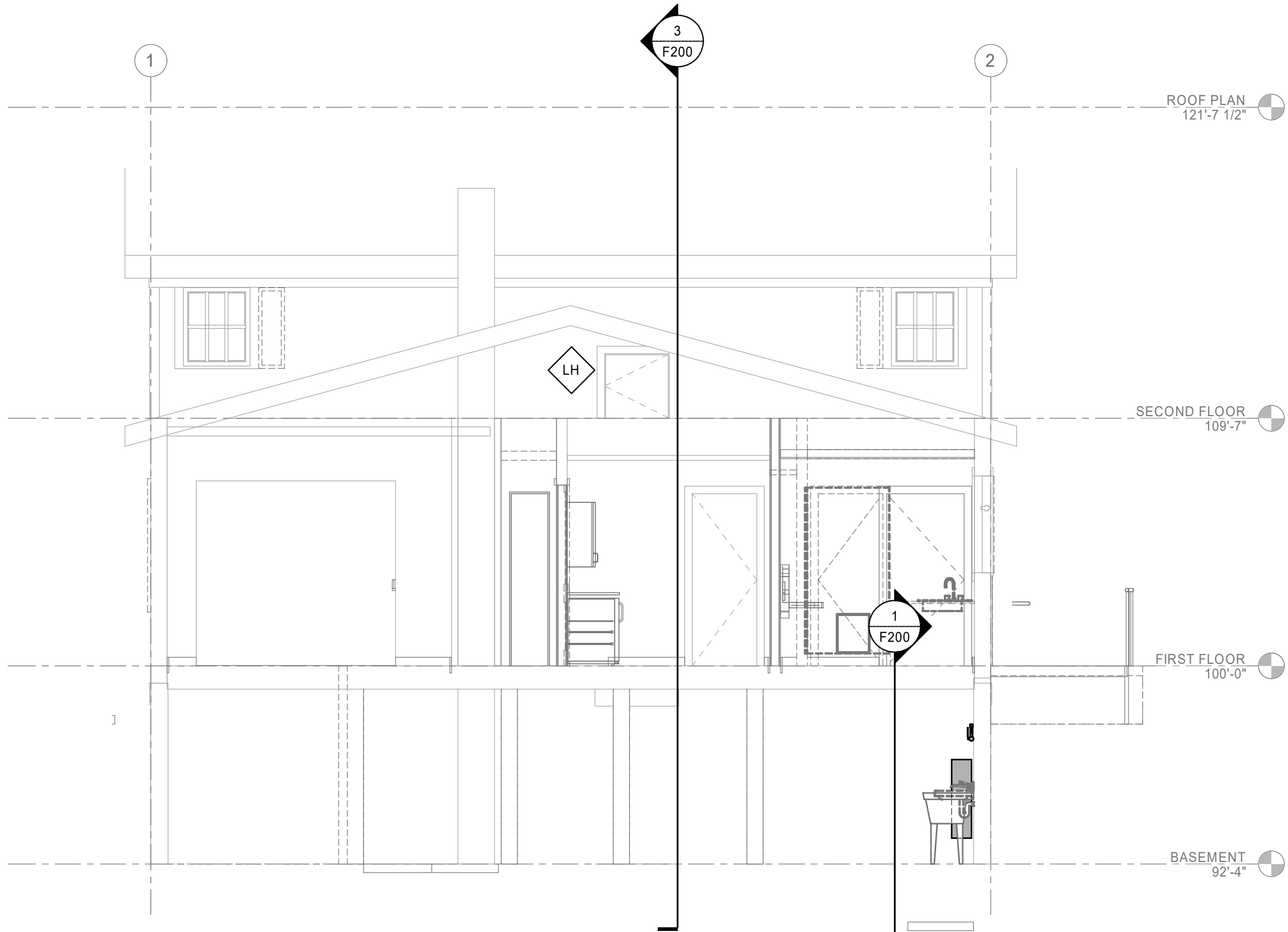
- A. THE SPRINKLER SYSTEM SHOWN IS CONCEPTUAL ONLY. THE CONTRACTOR SHALL PROVIDE A COMPLETE SPRINKLER SYSTEM SHOWING ALL REQUIRED PIPING, OFFSETS, HEADS, RISERS AND DROPS.
- B. SHOP DRAWINGS MUST BE FIELD VERIFIED AND REVISED BY THE CONTRACTOR PRIOR TO SUBMITTAL FOR REVIEW BY ENGINEER.
- C. FIELD INVESTIGATION BEFORE BIDDING IS REQUIRED. BID SHALL BE COMPLETE AND ACCOUNT FOR ALL REQUIRED PIPE, ROUTING, SPRINKLERS, ETC.

RISER KEYNOTES

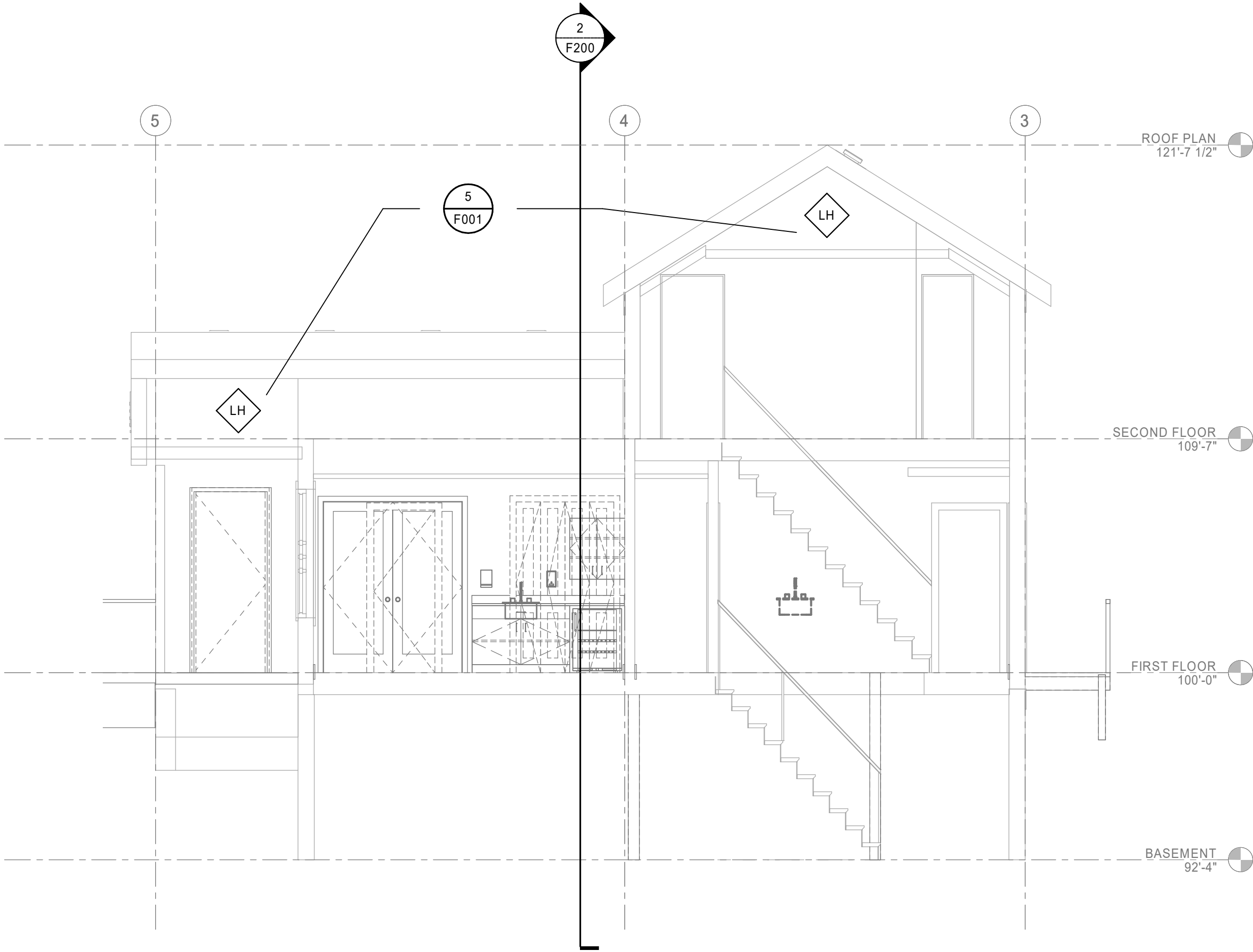
- 4" FIRE SERVICE TO WITHIN 5'-0" OF BUILDING BY OTHERS. SEE CIVIL SITE UTILITY PLAN.
 - 4" TRANSITION COUPLING.
 - 4" CLASS 52 CEMENT LINED DUCTILE IRON MECHANICALLY RESTRAINED PIPE WITH MECHANICALLY RESTRAINED JOINTS AND FITTINGS. MECHANICAL JOINT PIPING SHALL BE AWWA C151 WITH MECHANICAL JOINT BELL AND PLAN SPIGOT ENDS. MECHANICAL JOINT FITTINGS SHALL BE AWWA C110 (STANDARD) OR AWWA C153 (COMPACT) DUCTILE IRON PATTERNS. GLANDS, GASKETS, AND BOLTS SHALL BE IN COMPLIANCE WITH AWWA C111 DUCTILE IRON GLANDS, RUBBER GASKETS, AND COR-TEN STEEL BOLTS AND NUTS WITH CERAMIC FILLED BAKED-ON FLUOROCARBON RESIN COATING.
 - 8" GALV. STEEL SLEEVE THROUGH FLOOR, SEAL ANNULAR SPACE WITH WATERPROOF MASTIC.
 - PRESSURE GAUGE LOCATED PRIOR TO BACKFLOW.
 - 4" DOUBLE CHECK DETECTOR ASSEMBLY BACKFLOW PREVENTER WITH TAMPER SWITCHES.
 - 4" GR ISOLATION VALVE WITH TAMPER SWITCH (TYPICAL).
 - 2" GALV MAIN TEST AND DRAIN LINE.
 - PERMANENTLY AFFIXED HYDRAULIC DESIGN INFORMATION SIGN PER NFPA 13.
 - SPARE SPRINKLER HEAD CABINET WITH WRENCH, QUANTITY AS REQUIRED.
 - 2" PIPE STAND IN ACCORDANCE WITH NFPA 13.
 - 4" GR ISOLATION VALVE, NORMALLY CLOSED, WITH TAMPER SWITCH.
 - 4" GR CHECK VALVE.
 - THREE SNOOT FORWARD FLOW TEST HEADER WITH WALL PLATE BRANDED "TEST CONNECTION".
 - 4" X 2-1/2" X 2-1/2" POLISHED BRASS FDC WITH WALL PLATE BRANDED "AUTO SPKR." FDC IS TO BE LOCATED NOT LESS THAN 18" AND NOT MORE THAN 48" ABOVE FINISHED GRADE. FIRE SPRINKLER CONTRACTOR SHALL VERIFY THREAD DIAMETER AND PITCH MATCH THE LOCAL FIRE DEPARTMENT REQUIREMENTS.
 - EXTERIOR HORN/STROBE, COORDINATE WITH ELECTRICAL CONTRACTOR.
 - 1" AUXILIARY DRAIN AND BALL VALVE FROM DRAIN ELBOW.
 - 3" DRY SYSTEM VALVE WITH TRIM.
 - GENERAL AIR MAINTENANCE DEVICE AMD-1 (OR EQUAL).
 - RISER MOUNTED OILESS AIR COMPRESSOR, PROVIDE MANUFACTURER'S VIBRATION ISOLATION PADS, BRAIDED STAINLESS STEEL FLEX HOSE ASSEMBLY AND MAGNETIC LINE STARTER. COORDINATE WITH ELECTRICAL CONTRACTOR.
 - 1-1/4" TEST DRAIN TO EXTERIOR.
 - NITROGEN GENERATOR, ENGINEERED CORROSION SOLUTIONS AG - 675 OR EQUAL.
 - TO DOMESTIC WATER RISER. SEE PLUMBING PLANS
 - 4" TO REMOTE FDC
 - 4" COMMERCIAL RISER MANIFOLD WITH PRESSURE RELIEF, PRESSURE GAUGE, AND MAIN DRAIN.
- UTILITY TRENCH SHALL BE BACKFILLED FULL DEPTH TO GRADE AND FULL WIDTH OF TRENCH BEGINNING AT THE BUILDING FOUNDATION AND EXTENDING TO 30 FEET OUTSIDE THE BUILDING FOOTPRINT. USE ONSITE LEAN CLAY FILL, SATURATED TO OPTIMAL MOISTURE AND COMPACTED TO 95 PERCENT PROCTOR. COORDINATE BACKFILL AND COMPACTION WITH UTILITY. DO NOT CRUSH UTILITY. INCORPORATE WARNING TAPE AND UTILITY IDENTIFIER TAPE WITHIN THE CLAY BACKFILL.



1 FIRE RISER ELEVATION FACING EAST
3/8" = 1'-0"



2 FIRE PROTECTION SECTION FACING NORTH
1/4" = 1'-0"



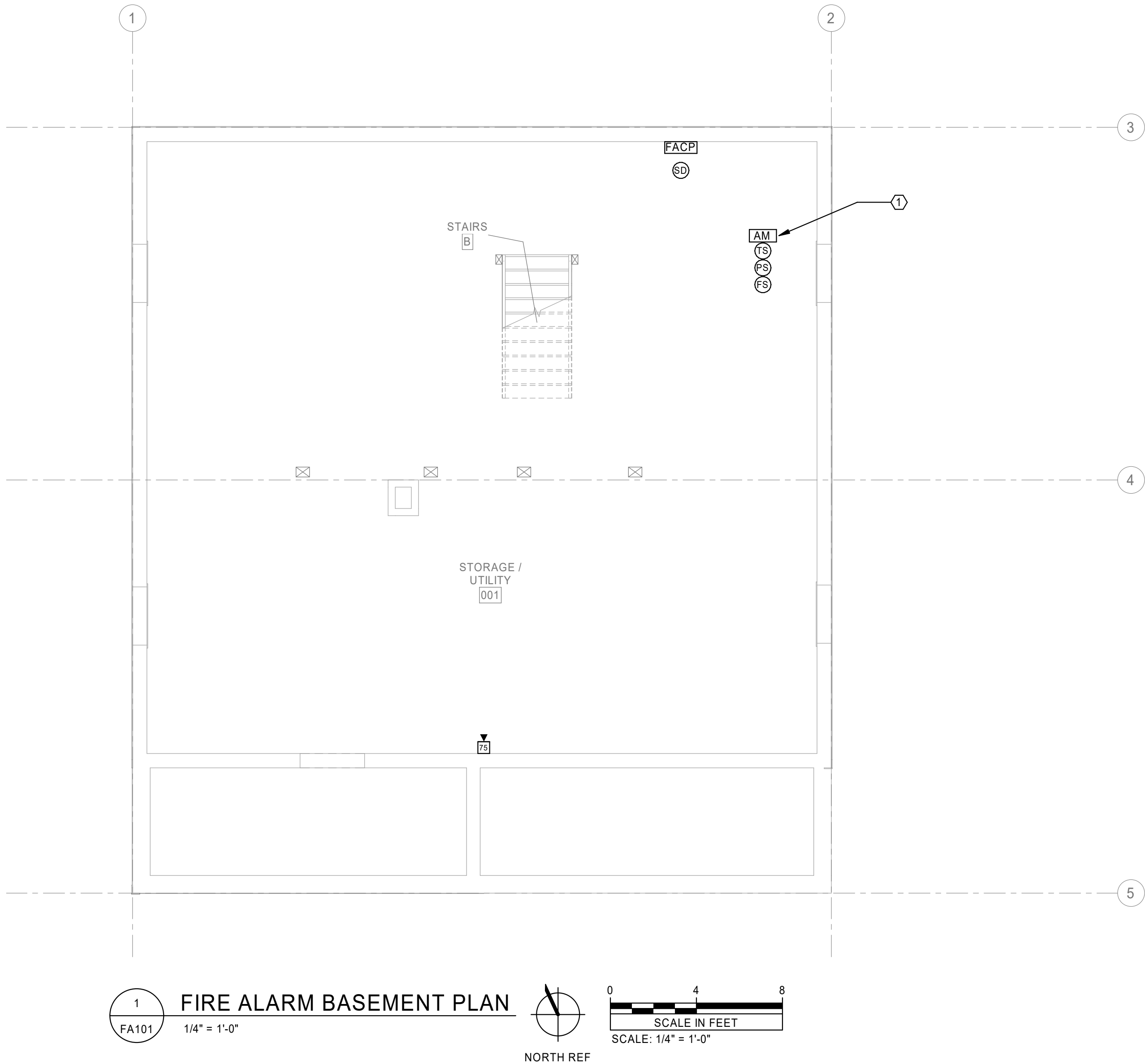
3 FIRE PROTECTION SECTION FACING WEST
1/4" = 1'-0"

GENERAL NOTES - FIRE ALARM

- A. COMPLY WITH LATEST ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL FIRE CODE (IFC), FIRE ALARM AND SIGNALING CODE (NFPA 72) AND NATIONAL ELECTRICAL CODE (NFPA 70) INCLUDING ANY LOCAL AMENDMENTS. ALL REFERENCES TO CODES AND STANDARDS SHALL BE AS NOTED IN THE FIRE ALARM CODE SUMMARY REFERENCES NOTED ON FA001.
- B. ALL FIRE ALARM CABLE SHALL BE INSTALLED IN MINIMUM 3/4" CONDUIT PAINTED RED IN COLOR AND CONCEALED WITHIN WALLS OR ABOVE CEILINGS. SURFACE MOUNTED CONDUIT SHALL BE ALLOWED IN UNFINISHED MECHANICAL AREAS AND PARKING GARAGE.
- C. ALL FIRE ALARM DEVICES SHALL BE MOUNTED TO A STEEL BACKBOX OR ELECTRICAL BOX. SURFACE MOUNT LOCATIONS SHALL INCLUDE A FACTORY MATCHED BOX SPECIFIC TO THE DEVICE.
- D. REMOTE POWER SUPPLIES (NAC PANELS) SHALL BE PROVIDED IN SUFFICIENT QUANTITIES AND SHALL BE DETERMINED BY THE CONTRACTOR'S FINAL SHOP DRAWING DESIGN. PANEL LOCATIONS NOTED ON THESE DRAWINGS MERELY INDICATE ACCEPTABLE LOCATIONS.
- E. CONTRACTOR SHALL COORDINATE WITH OWNER UPON SUBSTANTIAL COMPLETION TO PROVIDE CONNECTION TO REMOTE SUPERVISING STATION AS APPROVED BY THE OWNER.
- F. CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT AND LOCAL AHJ BEFORE PROGRAMMING FINAL DEVICE DESCRIPTIONS IN SYSTEM MEMORY. OBTAIN APPROVAL FROM BOTH PRIOR TO FINAL COMPLETION.
- G. REFER TO SHEET E900 ELECTRICAL SPECIFICATIONS FOR FIRE ALARM EQUIPMENT AND INSTALLATION REQUIREMENTS.

KEYNOTES

1. COORDINATE EXACT QUANTITIES OF VALVE SUPERVISORY SWITCHES AND FLOW ALARM SWITCHES WITH THE FIRE SPRINKLER CONTRACTOR (TYPICAL OF ALL. ALL SWITCHES SHALL BE MONITORED AND ANNUNCIATED INDIVIDUALLY. EXCEPTION: TAMPER SWITCHES ASSOCIATED WITH A SINGLE BACKFLOW PREVENTER SHALL BE MONITORED AND ANNUNCIATED AS A SINGLE POINT.)



NOT FOR CONSTRUCTION - PRELIMINARY DESIGN



© 2021 | ALL RIGHTS RESERVED

NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | Checker
DRAWN BY | MARJERISON
REVISIONS

FIRE ALARM
BASEMENT FLOOR
PLAN

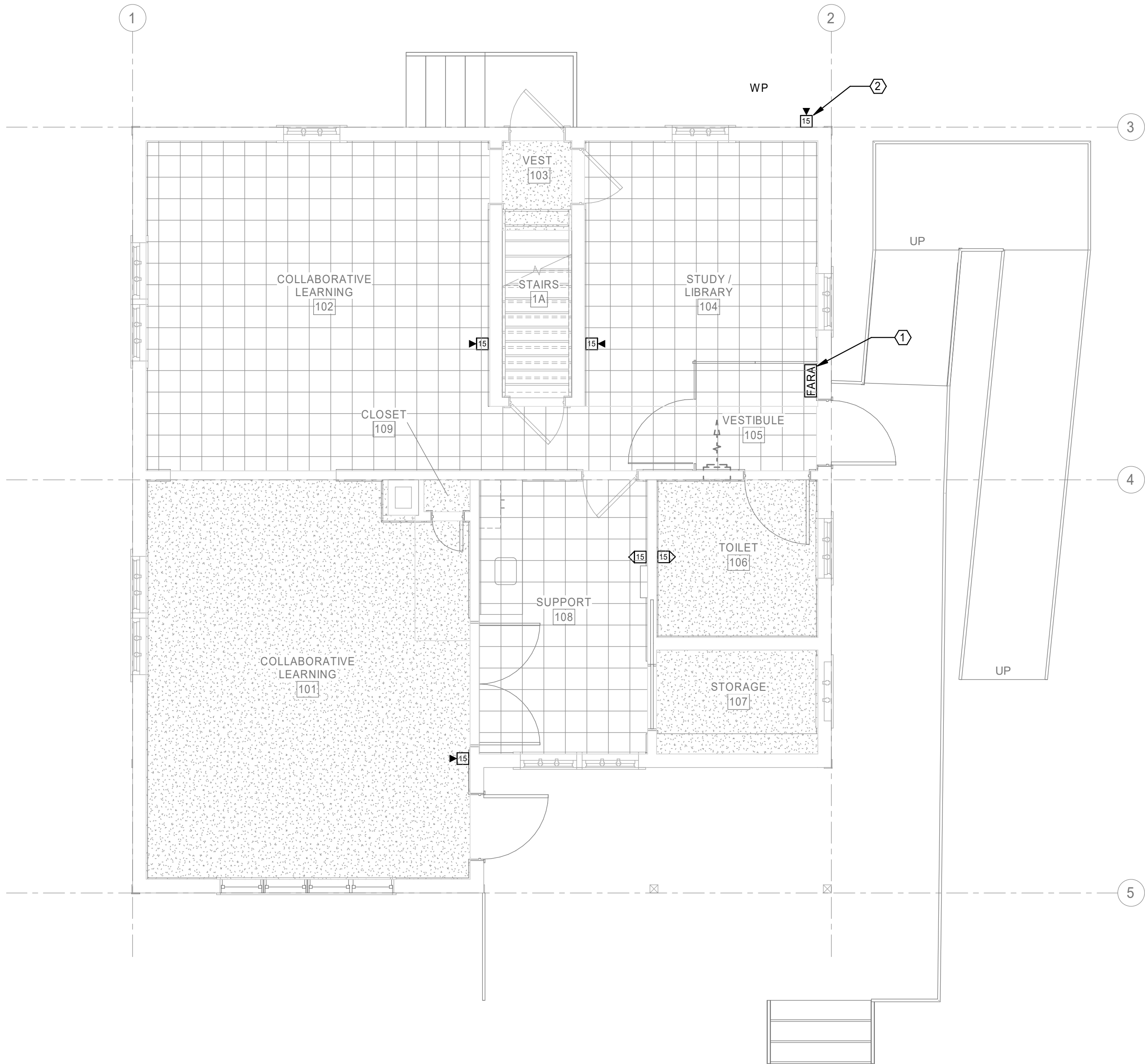
FA101

GENERAL NOTES - FIRE ALARM

- A. COMPLY WITH LATEST ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL FIRE CODE (IFC), FIRE ALARM AND SIGNALING CODE (NFPA 72) AND NATIONAL ELECTRICAL CODE (NFPA 70) INCLUDING ANY LOCAL AMENDMENTS. ALL REFERENCES TO CODES AND STANDARDS SHALL BE AS NOTED IN THE FIRE ALARM CODE SUMMARY REFERENCES NOTED ON FA001.
- B. ALL FIRE ALARM CABLE SHALL BE INSTALLED IN MINIMUM 3/4" CONDUIT PAINTED RED IN COLOR AND CONCEALED WITHIN WALLS OR ABOVE CEILINGS. SURFACE MOUNTED CONDUIT SHALL BE ALLOWED IN UNFINISHED MECHANICAL AREAS AND PARKING GARAGE.
- C. ALL FIRE ALARM DEVICES SHALL BE MOUNTED TO A STEEL BACKBOX OR ELECTRICAL BOX. SURFACE MOUNT LOCATIONS SHALL INCLUDE A FACTORY MATCHED BOX SPECIFIC TO THE DEVICE.
- D. REMOTE POWER SUPPLIES (NAC PANELS) SHALL BE PROVIDED IN SUFFICIENT QUANTITIES AND SHALL BE DETERMINED BY THE CONTRACTOR'S FINAL SHOP DRAWING DESIGN. PANEL LOCATIONS NOTED ON THESE DRAWINGS MERELY INDICATE ACCEPTABLE LOCATIONS.
- E. CONTRACTOR SHALL COORDINATE WITH OWNER UPON SUBSTANTIAL COMPLETION TO PROVIDE CONNECTION TO REMOTE SUPERVISING STATION AS APPROVED BY THE OWNER.
- F. CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT AND LOCAL AHJ BEFORE PROGRAMMING FINAL DEVICE DESCRIPTIONS IN SYSTEM MEMORY. OBTAIN APPROVAL FROM BOTH PRIOR TO FINAL COMPLETION.
- G. REFER TO SHEET E900 ELECTRICAL SPECIFICATIONS FOR FIRE ALARM EQUIPMENT AND INSTALLATION REQUIREMENTS.

KEYNOTES

- 1. THE LOCATION OF THE REMOTE ANNUNCIATOR SHALL BE APPROVED BY THE LOCAL AHJ PRIOR TO ROUGH-IN.
- 2. COORDINATE LOCATION OF EXTERIOR WATER FLOW HORN/STROBE WITH FIRE SPRINKLER CONTRACTOR. MOUNT DIRECTLY ABOVE FIRE DEPARTMENT CONNECTION.



1 FIRE ALARM FIRST FLOOR PLAN
FA102 1/4" = 1'-0"
NORTH REF
SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

NOT FOR
CONSTRUCTION

100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | BINGHAM
DRAWN BY | MARJERISON
REVISIONS

FIRE ALARM FIRST
FLOOR PLAN

FA102

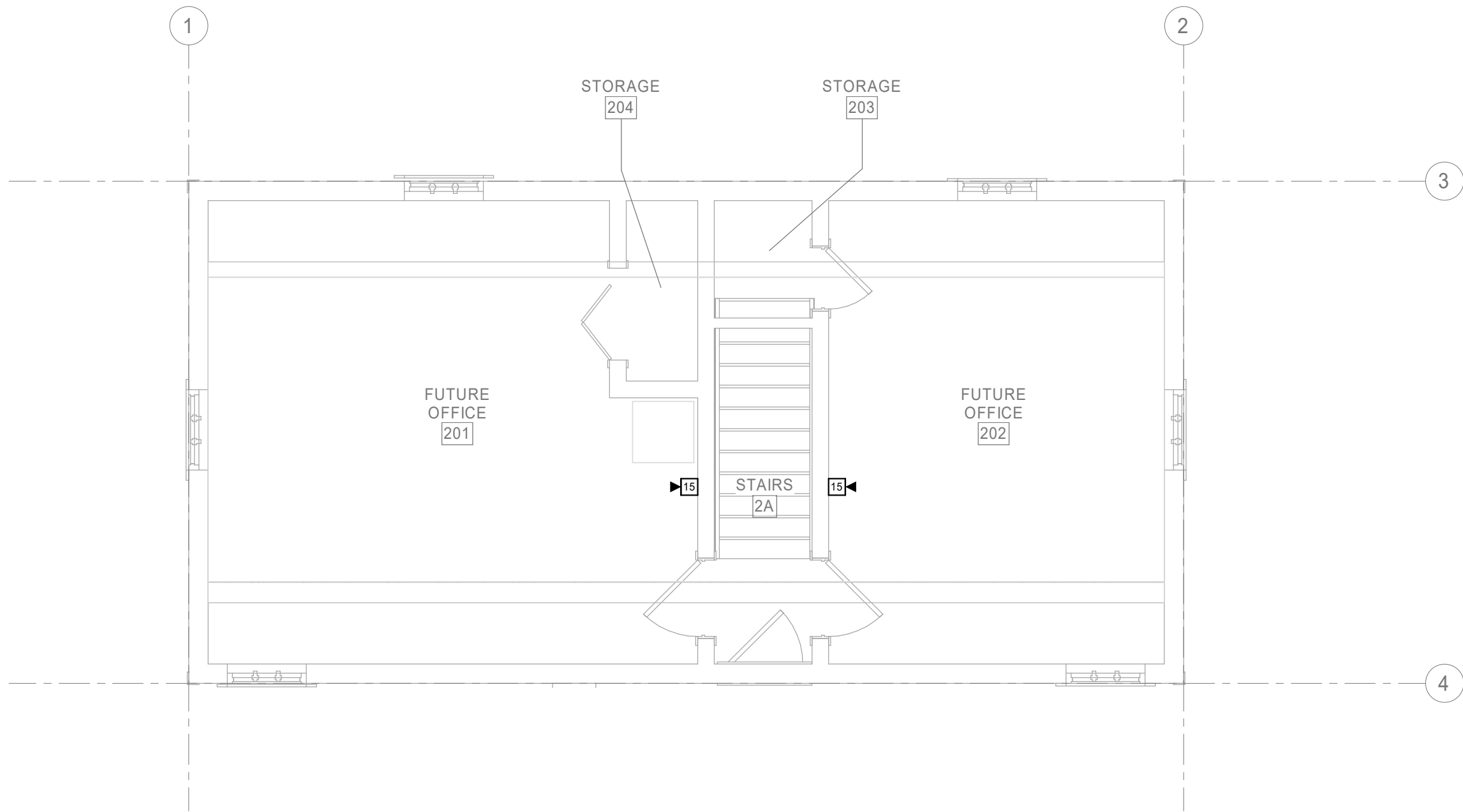
GENERAL NOTES - FIRE ALARM

- A. COMPLY WITH LATEST ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL FIRE CODE (IFC), FIRE ALARM AND SIGNALING CODE (NFPA 72) AND NATIONAL ELECTRICAL CODE (NFPA 70) INCLUDING ANY LOCAL AMENDMENTS. ALL REFERENCES TO CODES AND STANDARDS SHALL BE AS NOTED IN THE FIRE ALARM CODE SUMMARY REFERENCES NOTED ON FA001.
- B. ALL FIRE ALARM CABLE SHALL BE INSTALLED IN MINIMUM 3/4" CONDUIT PAINTED RED IN COLOR AND CONCEALED WITHIN WALLS OR ABOVE CEILINGS. SURFACE MOUNTED CONDUIT SHALL BE ALLOWED IN UNFINISHED MECHANICAL AREAS AND PARKING GARAGE.
- C. ALL FIRE ALARM DEVICES SHALL BE MOUNTED TO A STEEL BACKBOX OR ELECTRICAL BOX. SURFACE MOUNT LOCATIONS SHALL INCLUDE A FACTORY MATCHED BOX SPECIFIC TO THE DEVICE.
- D. REMOTE POWER SUPPLIES (NAC PANELS) SHALL BE PROVIDED IN SUFFICIENT QUANTITIES AND SHALL BE DETERMINED BY THE CONTRACTOR'S FINAL SHOP DRAWING DESIGN. PANEL LOCATIONS NOTED ON THESE DRAWINGS MERELY INDICATE ACCEPTABLE LOCATIONS.
- E. CONTRACTOR SHALL COORDINATE WITH OWNER UPON SUBSTANTIAL COMPLETION TO PROVIDE CONNECTION TO REMOTE SUPERVISING STATION AS APPROVED BY THE OWNER.
- F. CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT AND LOCAL AHJ BEFORE PROGRAMMING FINAL DEVICE DESCRIPTIONS IN SYSTEM MEMORY. OBTAIN APPROVAL FROM BOTH PRIOR TO FINAL COMPLETION.
- G. REFER TO SHEET E900 ELECTRICAL SPECIFICATIONS FOR FIRE ALARM EQUIPMENT AND INSTALLATION REQUIREMENTS.

Cushing
Terrell.

cushingterrell.com
800.757.9522

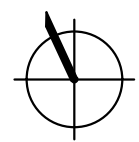
CITY OF WAYZATA
SECTION FOREMAN HOUSE REHABILITATION



1
FA103

FIRE ALARM SECOND FLOOR PLAN

1/4" = 1'-0"

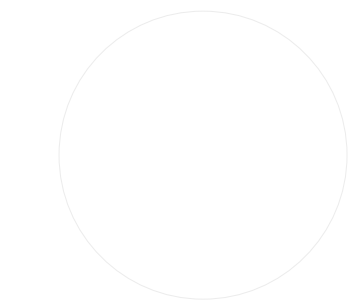


NORTH REF



SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN



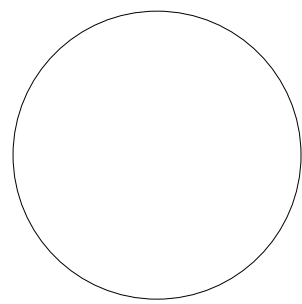
© 2021 | ALL RIGHTS RESERVED

NOT FOR
CONSTRUCTION

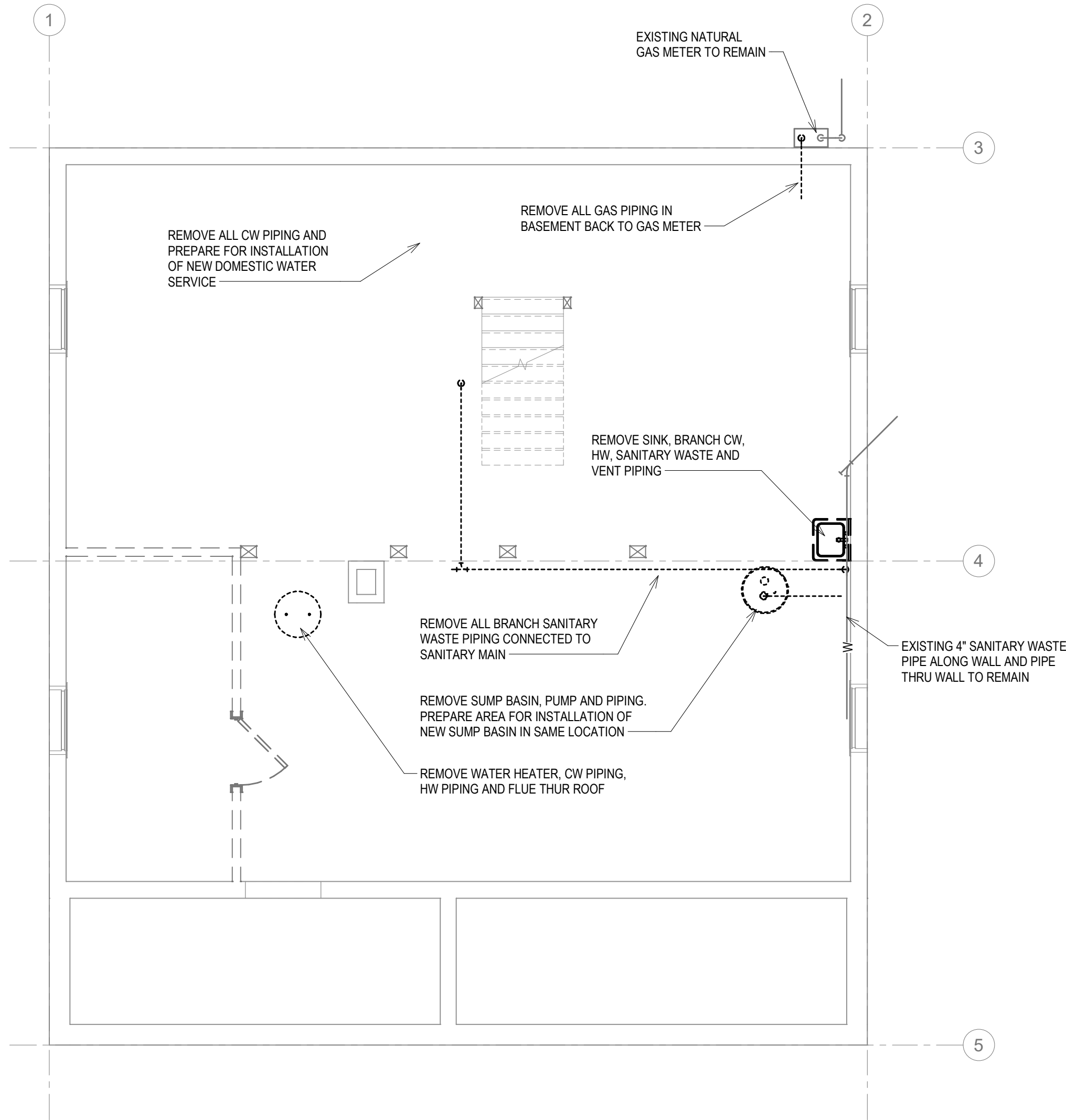
100% DD SUBMISSION
07.29.2022
PROJECT# | WAYZATA_FORE
CHECKED BY | BINGHAM
DRAWN BY | MARJERISON
REVISIONS

FIRE ALARM SECOND
FLOOR PLAN

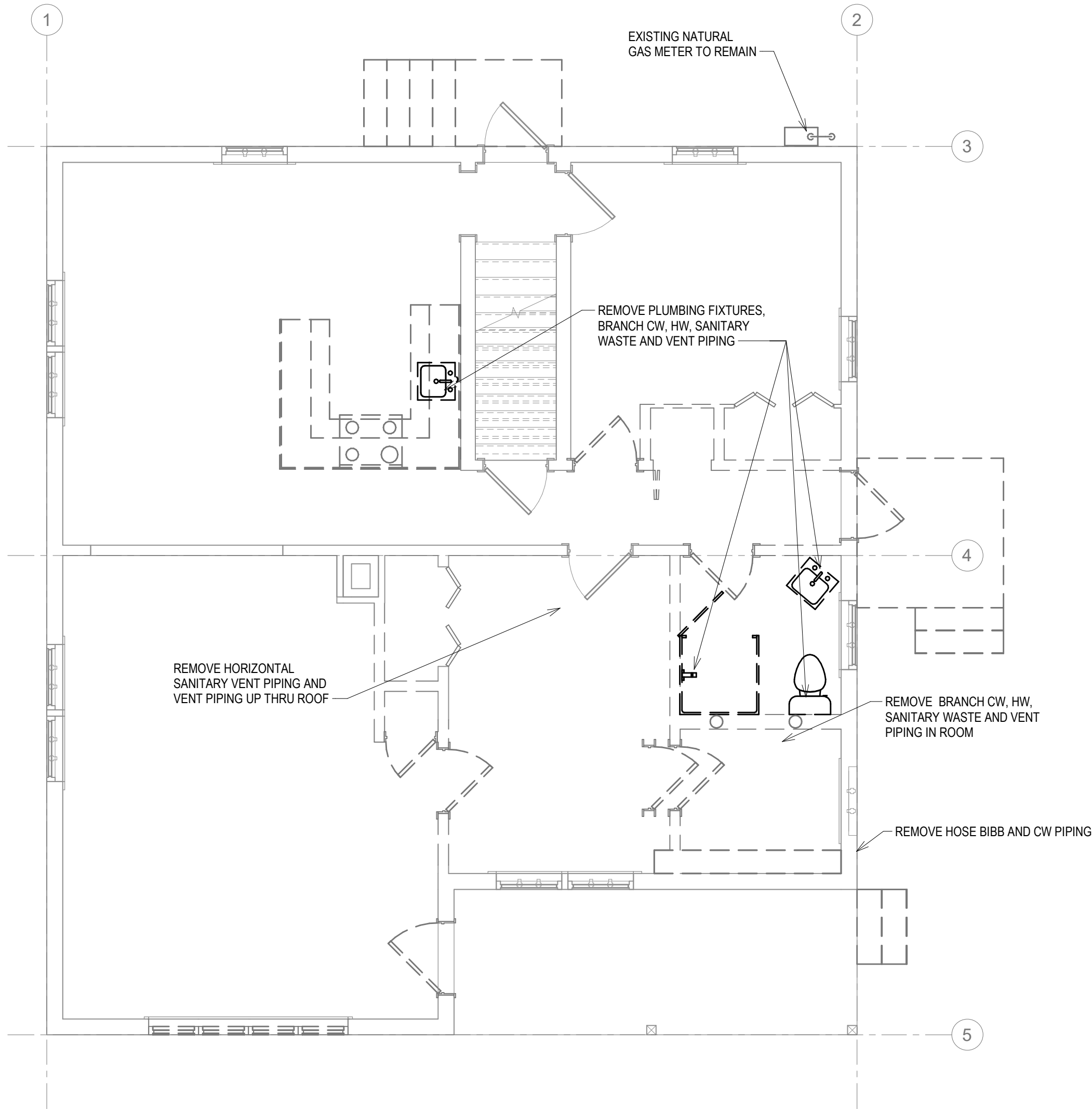
FA103



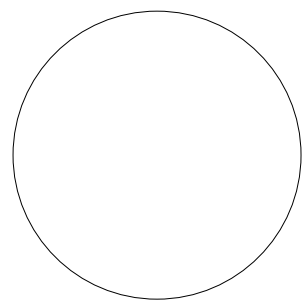
NOT FOR CONSTRUCTION - PRELIMINARY DESIGN



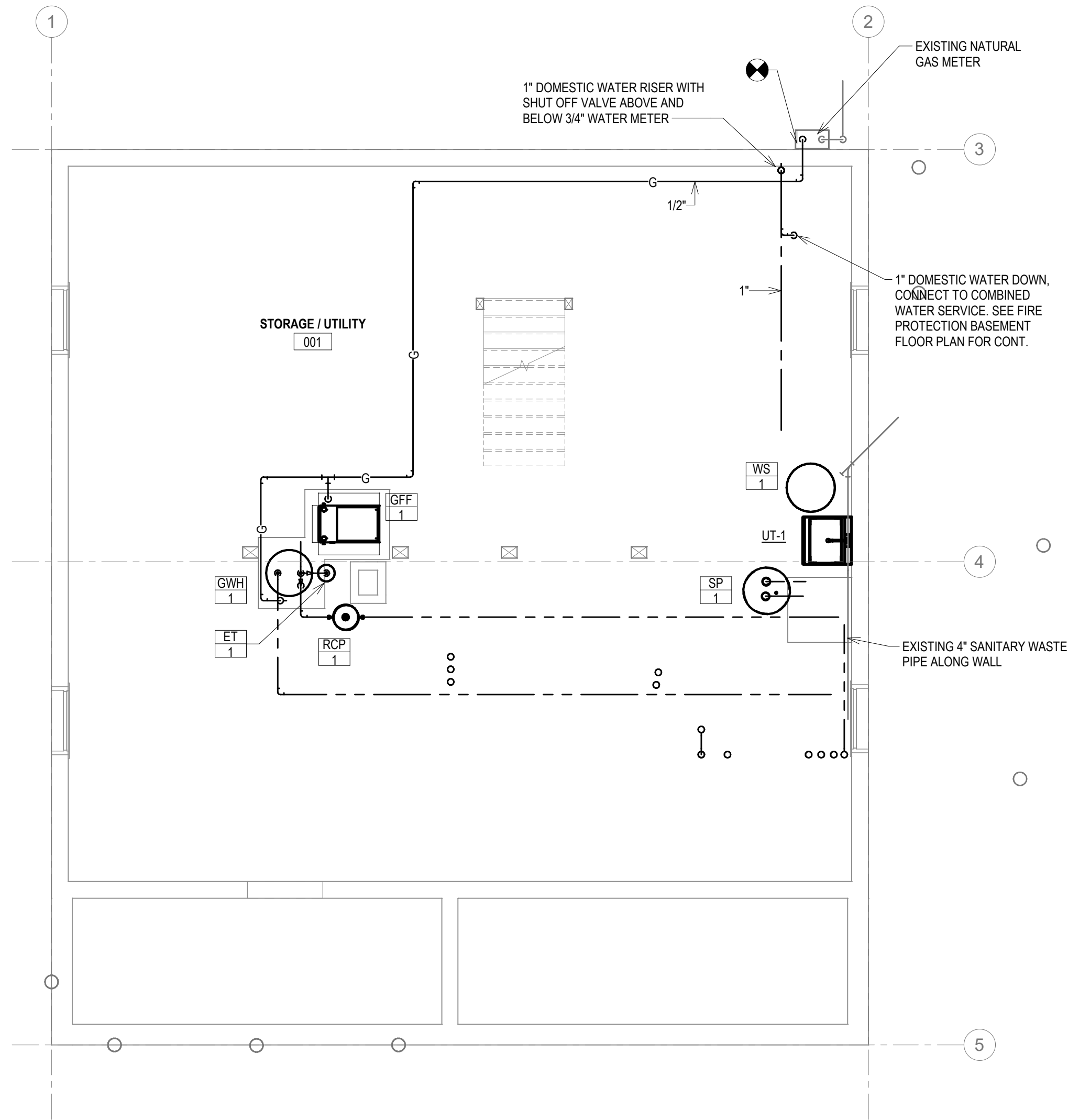
1 DEMOLITION PLUMBING FLOOR PLAN - BASEMENT
1/4" = 1'-0"



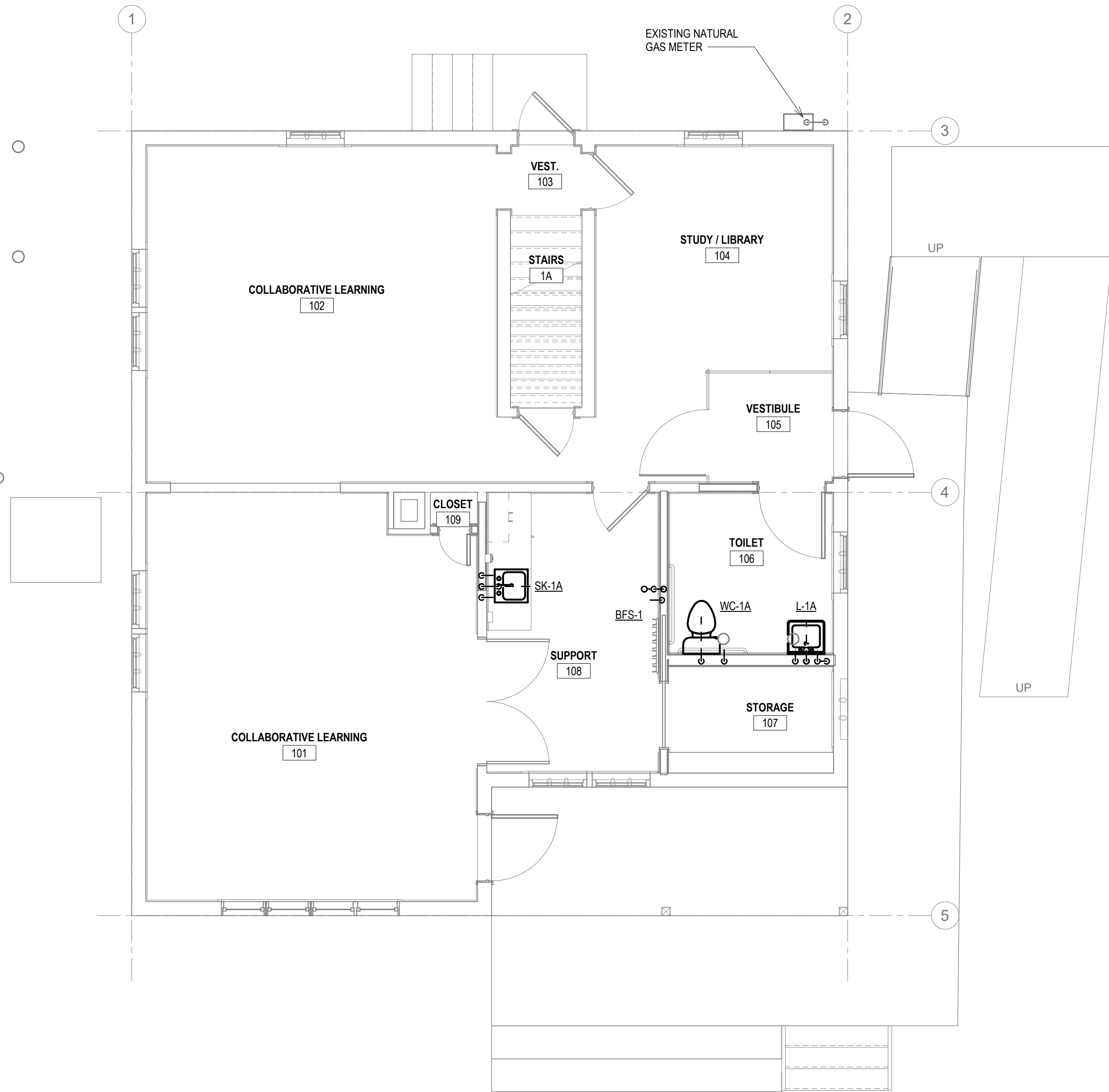
2 DEMOLITION PLUMBING FLOOR PLAN - FIRST FLOOR
1/4" = 1'-0"



NOT FOR CONSTRUCTION - PRELIMINARY DESIGN



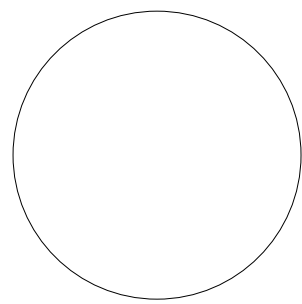
1 PLUMBING FLOOR PLAN - BASEMENT
1/4" = 1'-0"



2 PLUMBING FLOOR PLAN - FIRST FLOOR
1/4" = 1'-0"



2 PLUMBING FLOOR PLAN - SECOND FLOOR
1/4" = 1'-0"

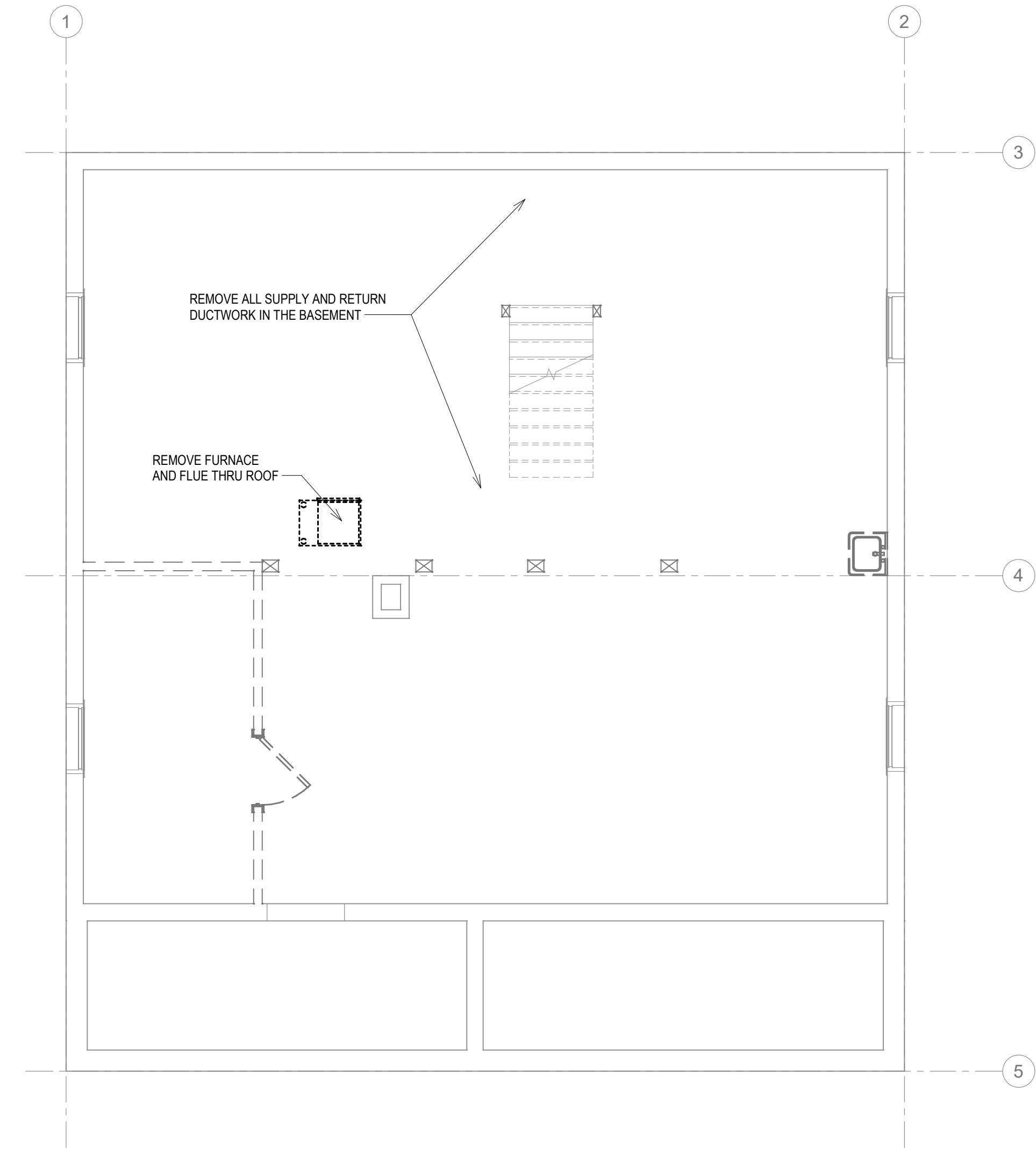


NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

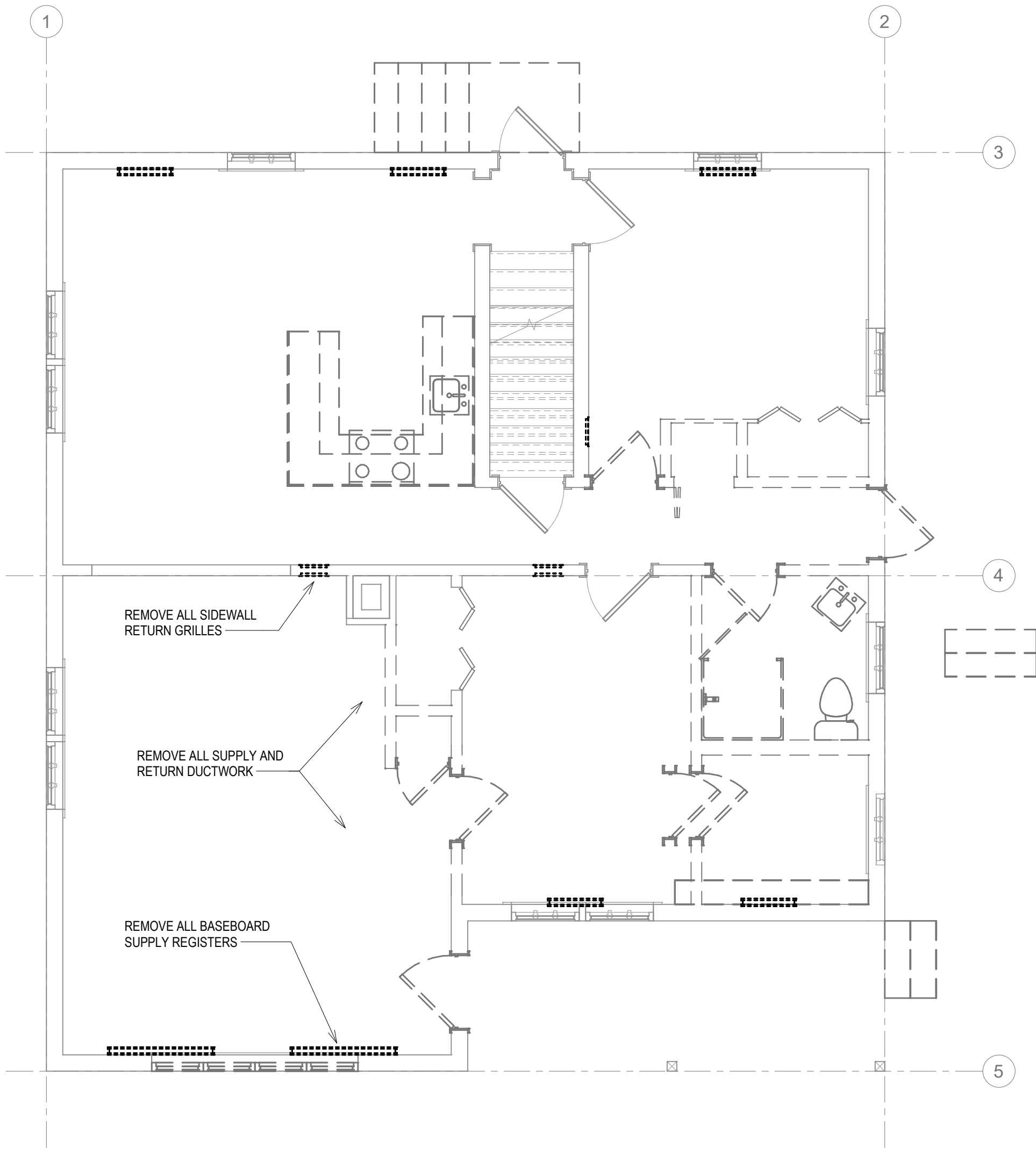
100% DD SUBMISSION
07/29/2022
PROJECT# | 210660
CHECKED BY | SB
DRAWN BY | BCP
REVISIONS

PLUMBING FLOOR
PLANS

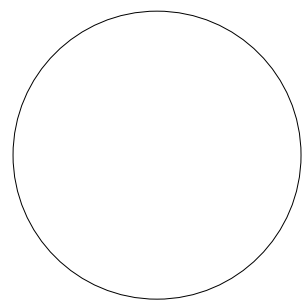
P102

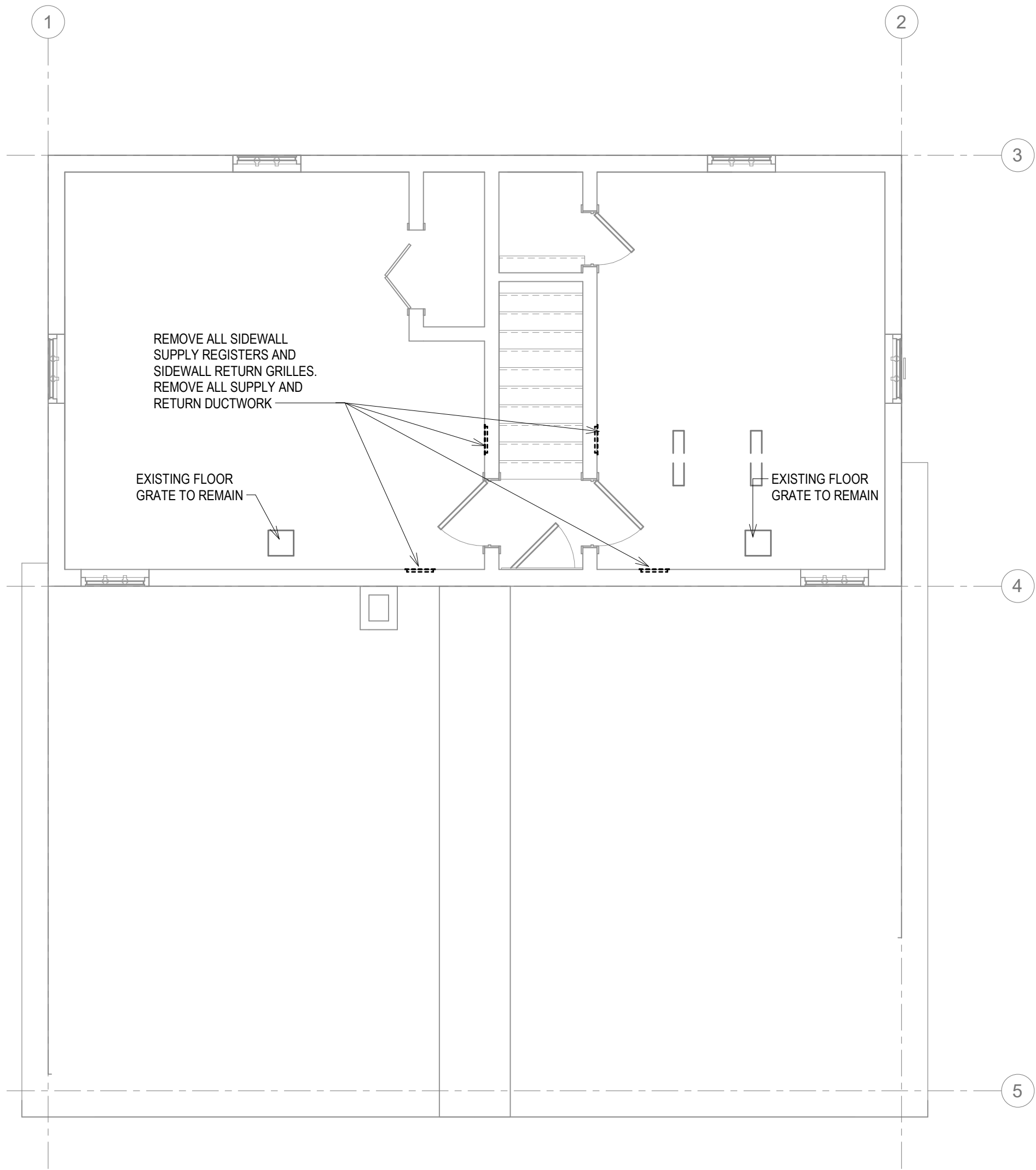


1 DEMOLITION MECHANICAL FLOOR PLAN - BASEMENT
1/4" = 1'-0"

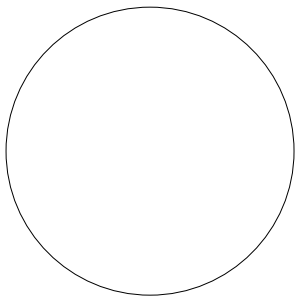


2 DEMOLITION MECHANICAL FLOOR PLAN - FIRST FLOOR
1/4" = 1'-0"





1 DEMOLITION MECHANICAL FLOOR PLAN - SECOND FLOOR
1/4" = 1'-0"

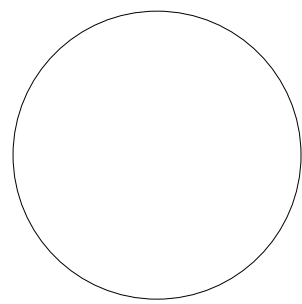


NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

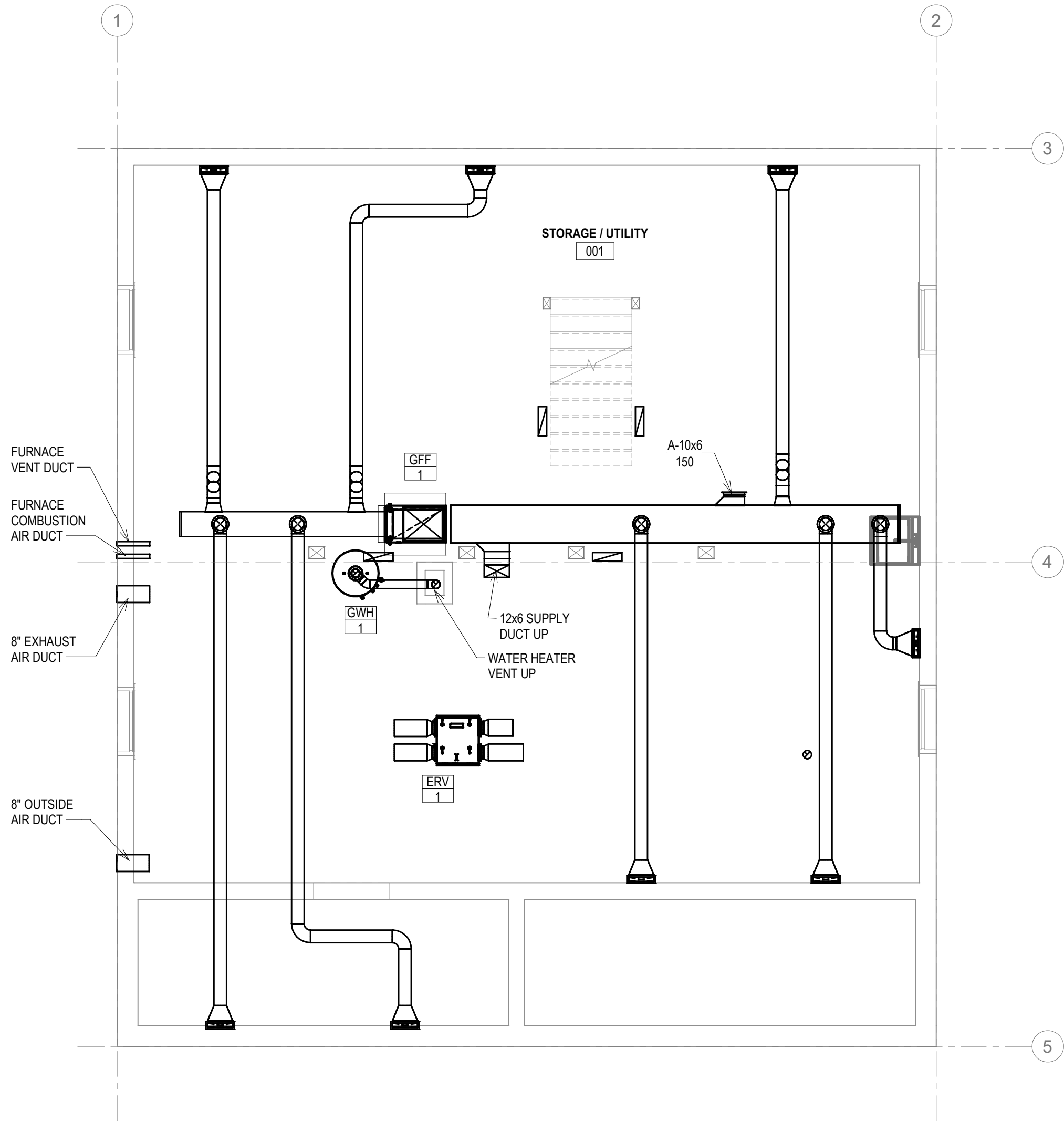
100% DD SUBMISSION
07/29/2022
PROJECT# | 210660
CHECKED BY | SB
DRAWN BY | BCP
REVISIONS

DEMOLITION
MECHANICAL FLOOR
PLANS

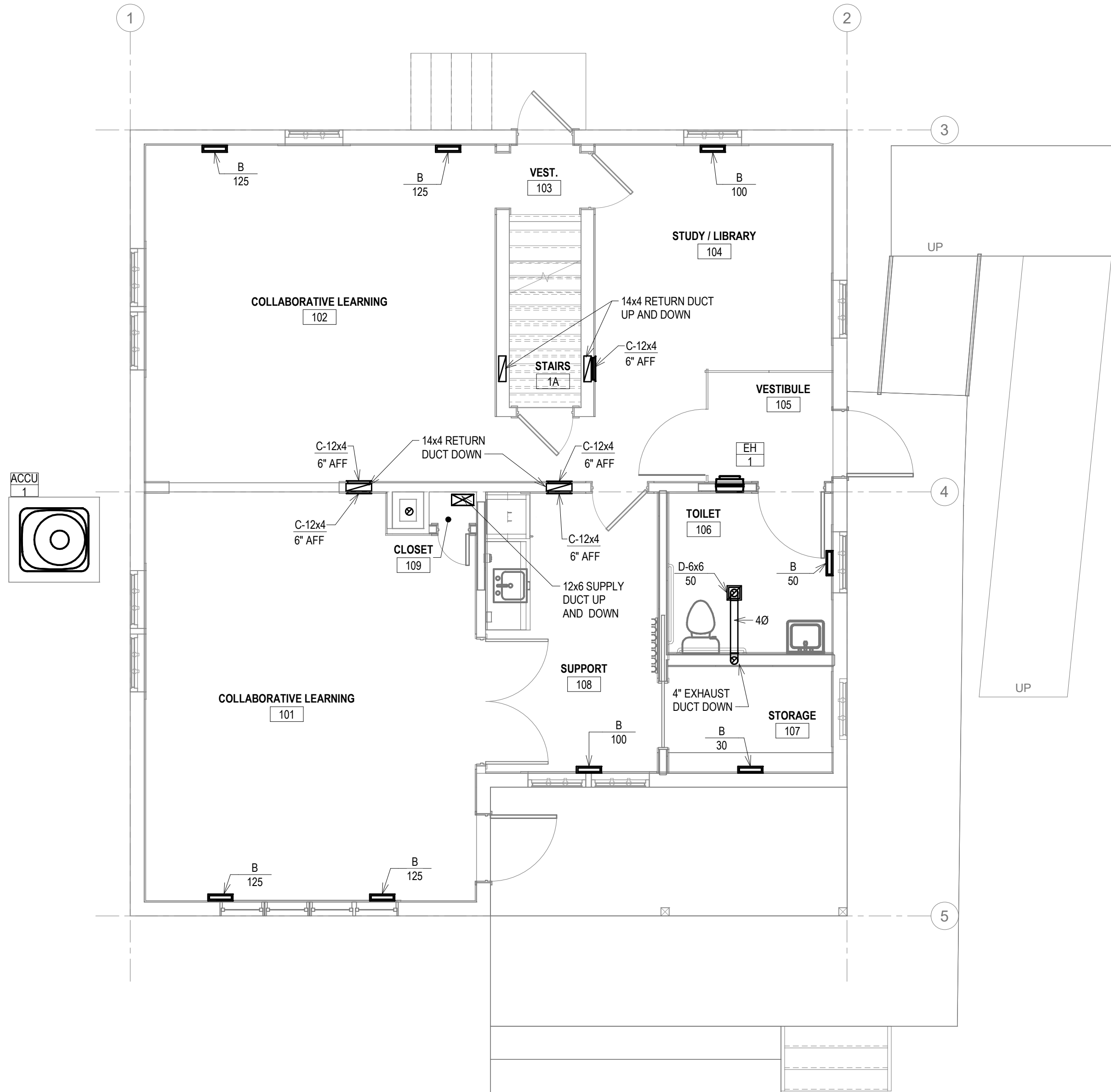
DM102



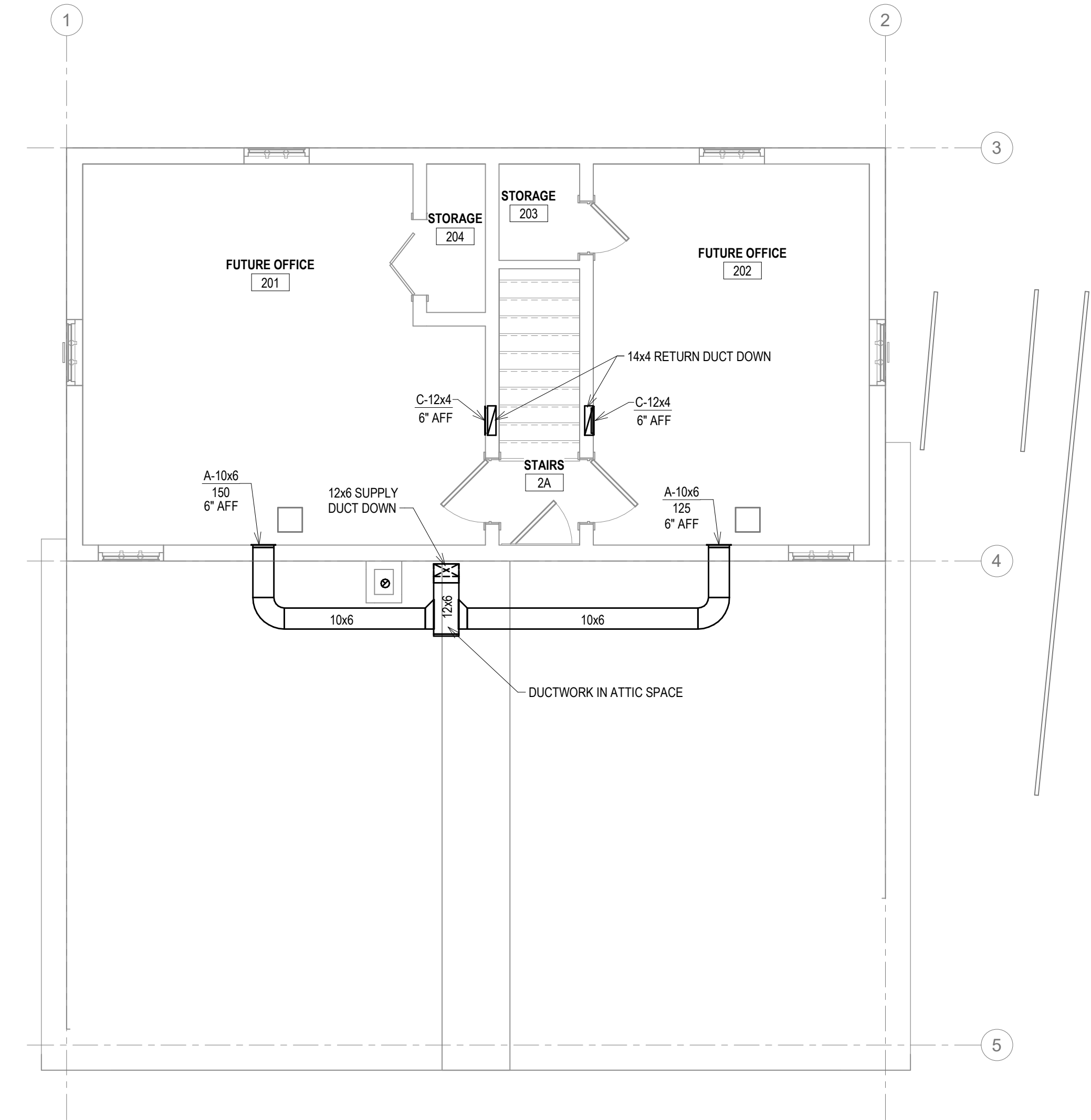
NOT FOR CONSTRUCTION - PRELIMINARY DESIGN



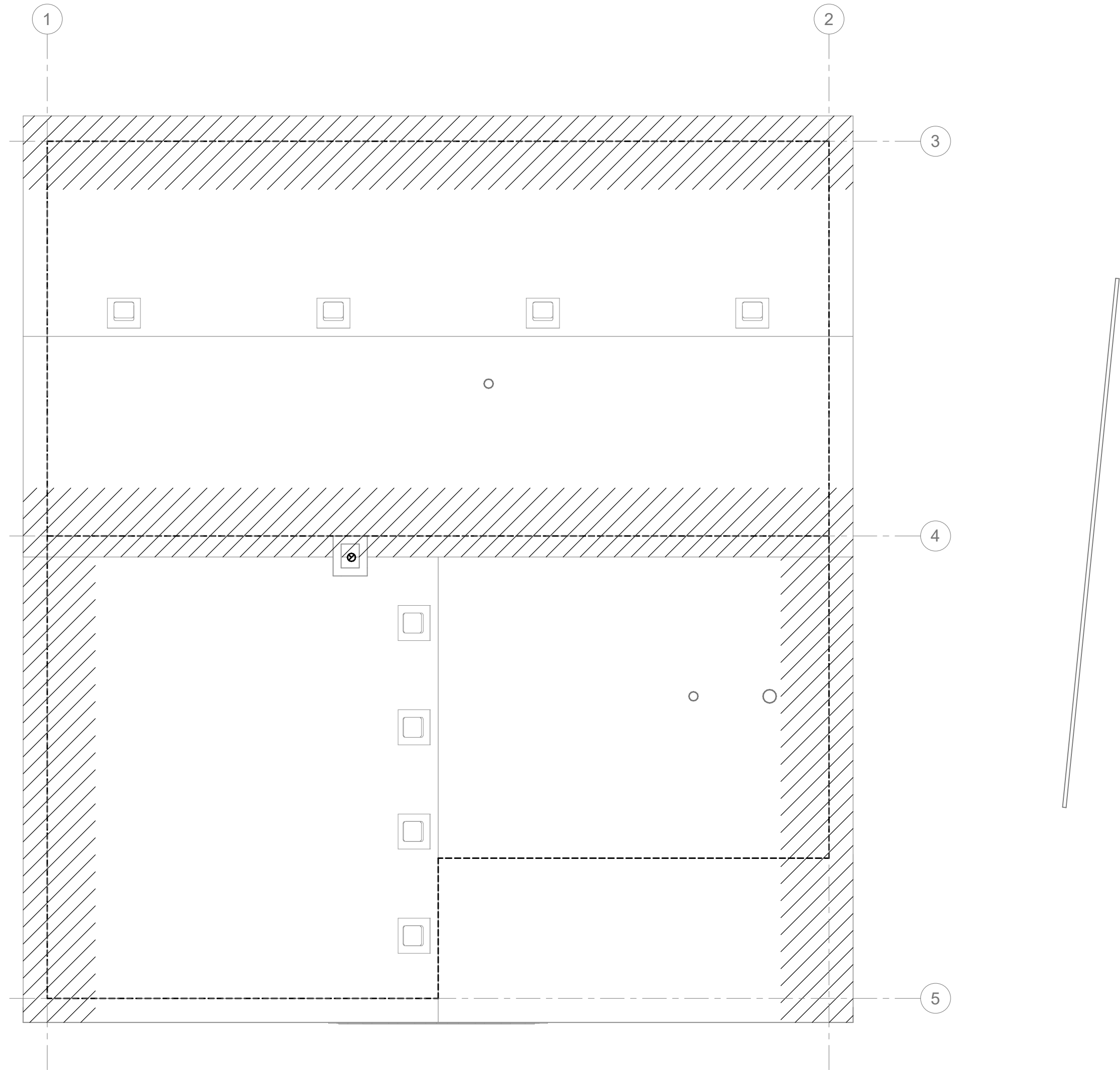
1 MECHANICAL FLOOR PLAN - BASEMENT
1/4" = 1'-0"



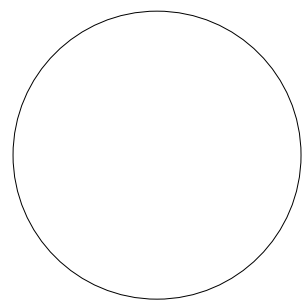
2 MECHANICAL FLOOR PLAN - FIRST FLOOR
1/4" = 1'-0"



1 MECHANICAL FLOOR PLAN - SECOND FLOOR
1/4" = 1'-0"



2 MECHANICAL ROOF PLAN
1/4" = 1'-0"



NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

100% DD SUBMISSION
07/29/2022
PROJECT# | 210660
CHECKED BY | SB
DRAWN BY | BCP
REVISIONS

MECHANICAL FLOOR
PLANS

M102



1 ELECTRICAL SITE PLAN
1/16" = 1'-0"

ELECTRICAL SITE GENERAL NOTES	
A.	COORDINATE ELECTRICAL SITE WORK WITH CIVIL ENGINEER TO ENSURE CONFLICTS WITH OTHER SITE UTILITIES ARE AVOIDED.
B.	ALL UNDERGROUND CONDUIT PATHWAYS SHALL BE SCHEDULE 80 PVC.
C.	ALL UNDERGROUND BRANCH CIRCUIT CONDUCTORS SHALL BE #8 XHHW, MINIMUM. CONDUCTORS MAY BE PIGTAILED TO A SMALLER SIZE AT TERMINATIONS.
D.	PROVIDE PHOTOSENSOR CONTROLS FOR EXTERIOR LIGHTING TO AUTOMATICALLY SWITCH OFF EXTERIOR LIGHTING DURING DAYLIGHT HOURS. PROVIDE MOTION SENSOR CONTROLS FOR EXTERIOR LIGHTING TO AUTOMATICALLY SWITCH ON EXTERIOR LIGHTING DURING NIGHTTIME HOURS.

KEYNOTES	
ES01	PROVIDE TWO (2) UNDERGROUND HANDHOLES: ONE EACH FOR LOW-VOLTAGE AND CONTROL VOLTAGE CONDUCTORS.
ES02	PROVIDE TWO (2) UNDERGROUND 1-1/2 INCH CONDUIT PATHWAYS: ONE EACH FOR LOW-VOLTAGE AND CONTROL VOLTAGE CONDUCTORS.
ES03	PROVIDE CONDUIT PATHWAY WITHIN POLE FOR CONTROL-VOLTAGE (E.G., CCTV, WIFI ACCESS POINT) DEVICE CABLING.
ES04	PROVIDE MOUNTING ARM AND SECURITY CAMERA AT AREA LIGHT POLE.
ES05	PROVIDE UNDERGROUND HANDHOLE AT PROPERTY LINE AND 1-1/2 INCH UNDERGROUND CONDUIT PATHWAY BETWEEN BASEMENT AND HANDHOLE FOR TELECOM UTILITY SERVICE. COORDINATE HANDHOLE LOCATION WITH TELECOM UTILITY.

NEW LIGHT FIXTURE SCHEDULE - EXTERIOR				
LABEL	DESCRIPTION	VOLTAGE	MANUFACTURER	MODEL
AL	FLOODLIGHT CLUSTER ON 13-FOOT POLE	120 V	LIGMAN LIGHTING	UOD-21061

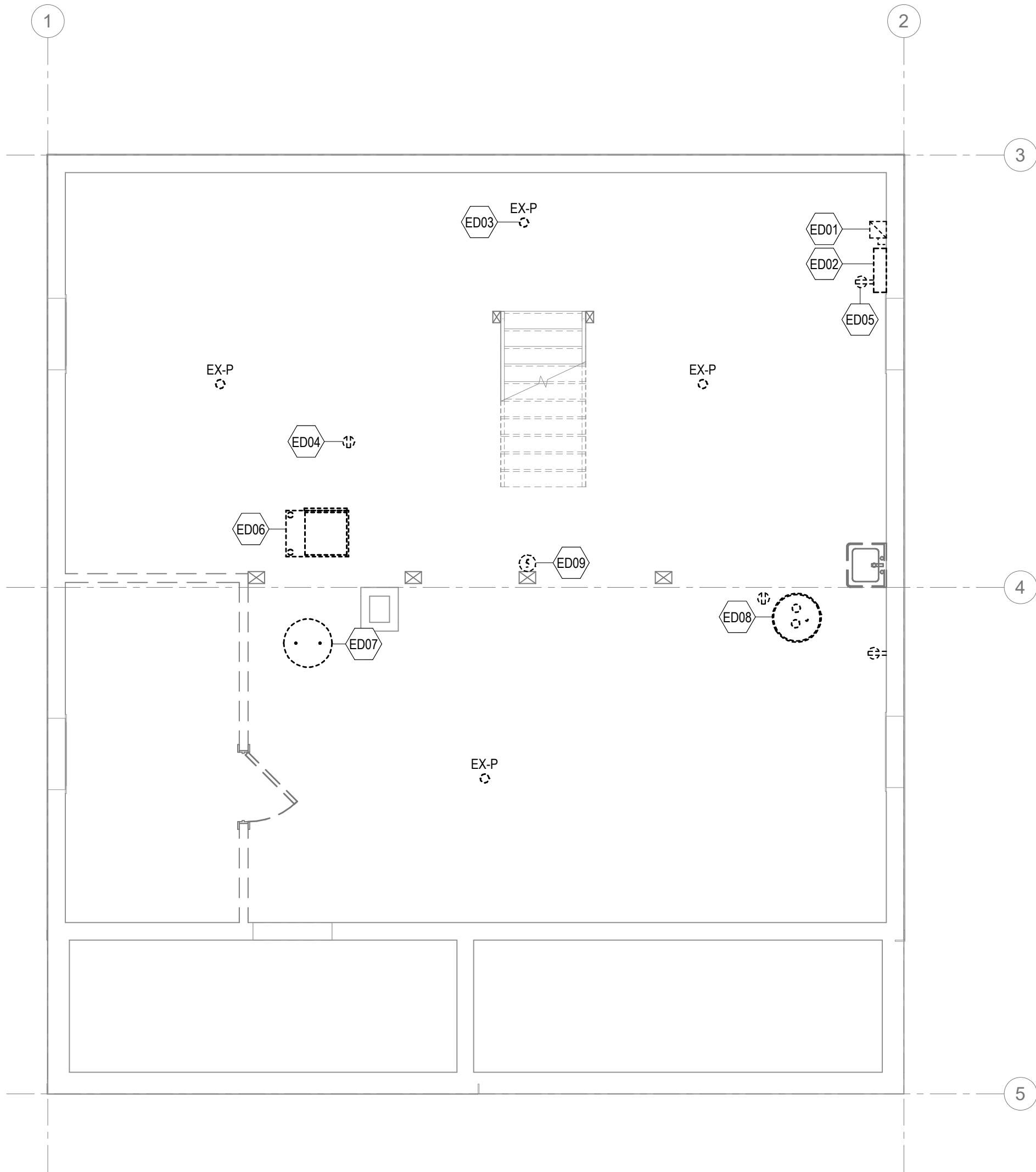
NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

ELECTRICAL SITE PLAN

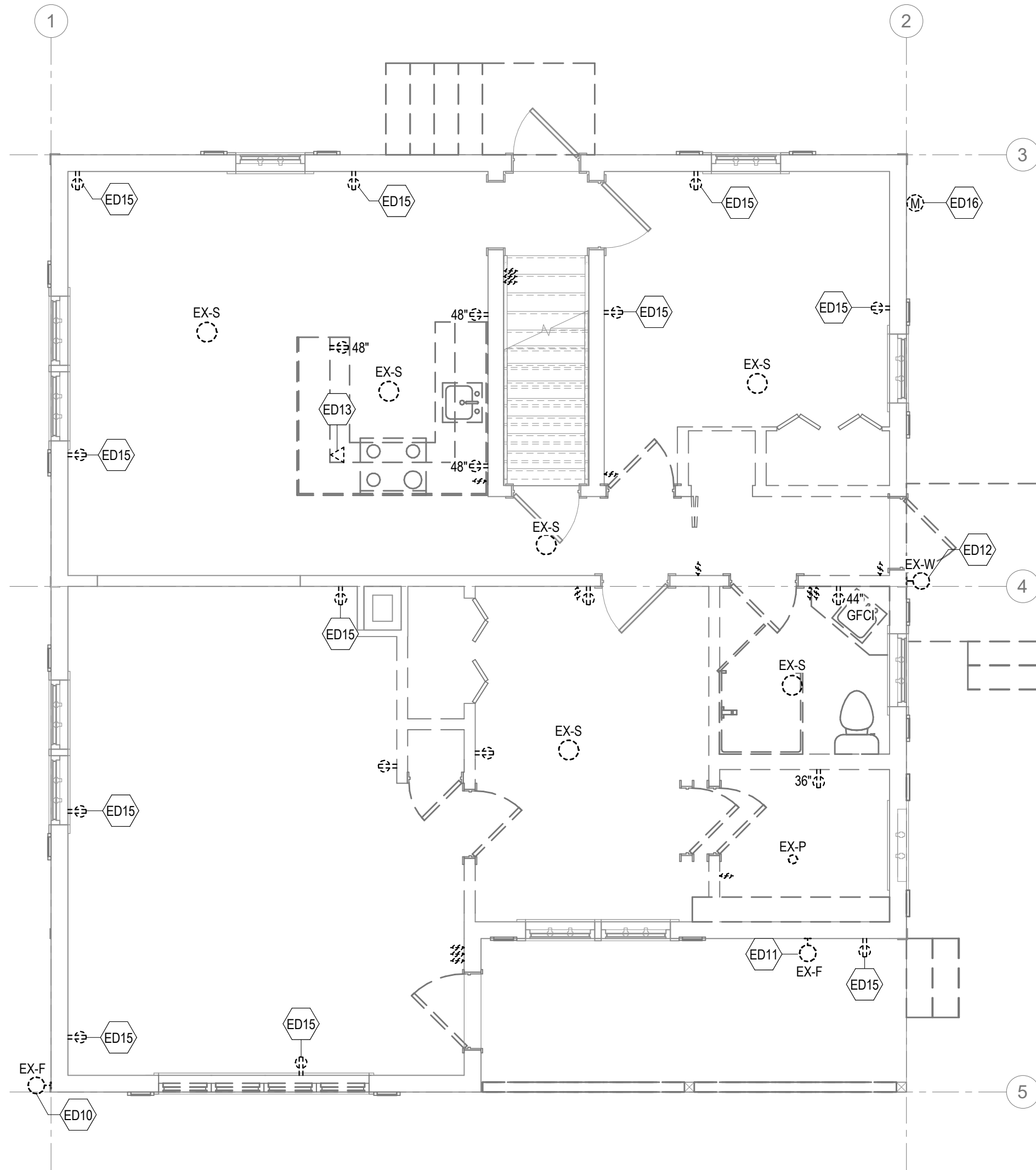
E001

100% DD SUBMISSION
07/29/2022
PROJECT# | 210660
CHECKED BY | Checker
DRAWN BY | Author
REVISIONS

CITY OF WAYZATA
SECTION FOREMAN HOUSE REHABILITATION



1 DEMOLITION ELECTRICAL FLOOR PLAN - BASEMENT
1/4" = 1'-0"



2 DEMOLITION ELECTRICAL FLOOR PLAN - FIRST FLOOR
1/4" = 1'-0"

GENERAL ELECTRICAL DEMOLITION NOTES

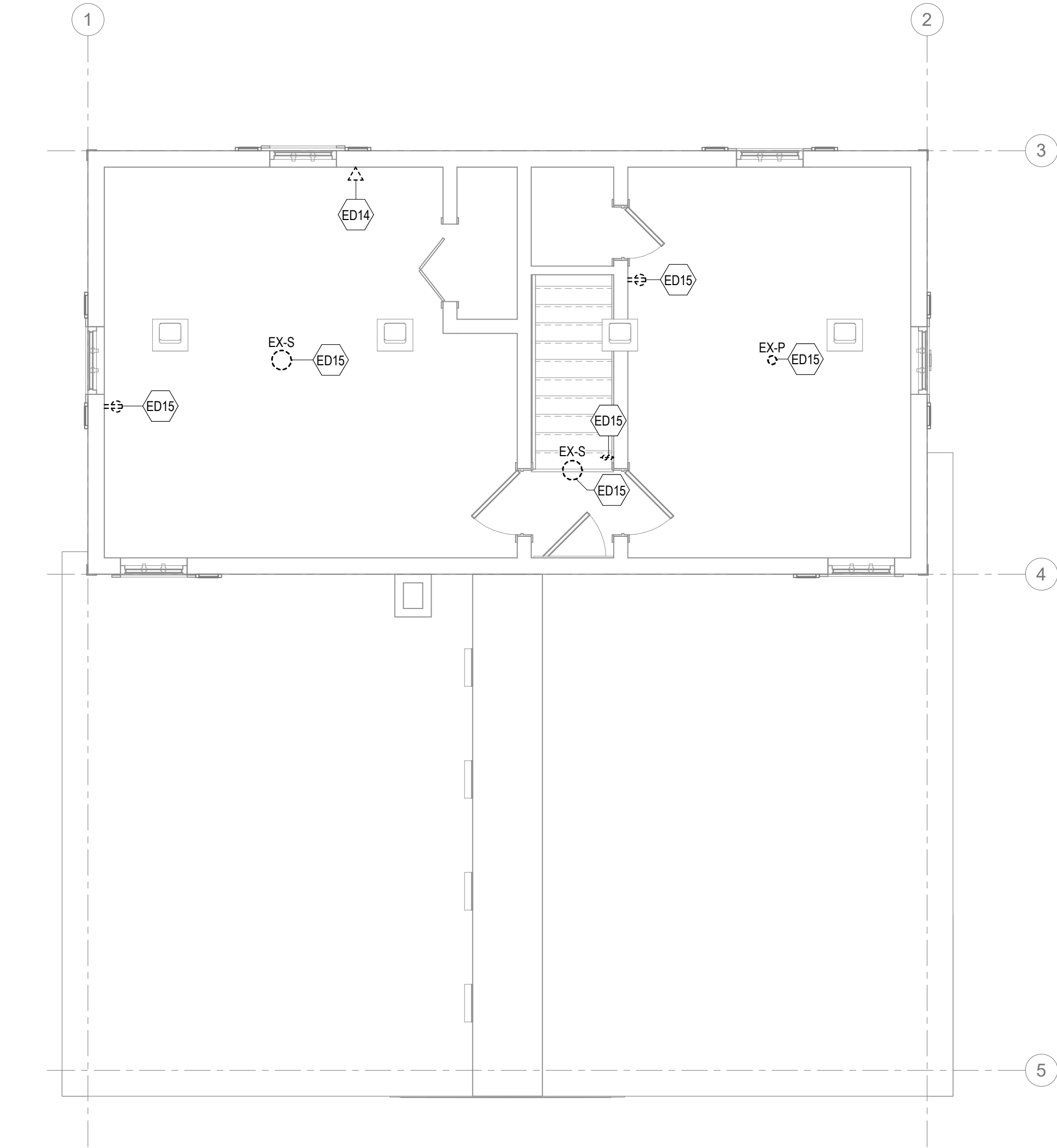
- ALL WORK SHALL COMPLY WITH REQUIREMENTS OF NATIONAL AND LOCAL CODES, WHICHEVER IS MORE STRINGENT.
- SEE ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR PHASES OF DEMOLITION AND CONSTRUCTION. COORDINATE WITH GENERAL CONSTRUCTION.
- SCOPE OF DEMOLITION WORK IS COMPLETE ELECTRICAL DEMOLITION OF SECTION FOREMAN HOUSE, WITH NOTED EXCEPTIONS.
- ELECTRICAL CIRCUITS THAT ARE TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY. CONDUCTORS SHALL BE REMOVED FROM THE ITEM TO BE DEMOLISHED TO THE SOURCE OVERCURRENT DEVICE. RACEWAYS WHICH ARE INSTALLED IN OR BELOW FLOORS OR WITHIN WALLS MAY BE ABANDONED, BUT ALL OVERHEAD OR EXPOSED RACEWAYS SHALL BE REMOVED.
- REMOVE CABLING BACK TO SOURCE FOR ALL TEL/DATA OUTLETS BEING REMOVED.

EXISTING LIGHT FIXTURE SCHEDULE

LABEL	DESCRIPTION
EX-F	SECURITY/FLOOD LIGHT
EX-P	PORCELAIN SOCKET
EX-S	RESIDENTIAL-STYLE SURFACE MOUNTED LIGHT
EX-W	EXTERIOR WALL SCONCE

KEYNOTES

ED01	DISCONNECT AND REMOVE SERVICE ENTRANCE FUDS.
ED02	DISCONNECT AND REMOVE PANELBOARD.
ED03	DISCONNECT AND REMOVE PORCELAIN SOCKET. (TYPICAL)
ED04	DISCONNECT AND REMOVE CEILING-MOUNTED DUPLEX RECEPTACLE. (TYPICAL)
ED05	DISCONNECT AND REMOVE DUPLEX RECEPTACLE. (TYPICAL)
ED06	DISCONNECT FURNACE UNIT FROM ELECTRICAL POWER AND PREPARE EQUIPMENT FOR REMOVAL.
ED07	DISCONNECT WATER HEATER FROM ELECTRICAL POWER AND PREPARE EQUIPMENT FOR REMOVAL.
ED08	DISCONNECT SUMP PUMP FROM ELECTRICAL POWER AND PREPARE EQUIPMENT FOR REMOVAL.
ED09	REMOVE SMOKE DETECTOR.
ED10	DISCONNECT AND REMOVE EAVE-MOUNTED FLOODLIGHT. PATCH AND REPAIR ENVELOPE.
ED11	DISCONNECT AND REMOVE WALL-MOUNTED FLOODLIGHT. PATCH AND REPAIR ENVELOPE.
ED12	DISCONNECT AND REMOVE WALL-MOUNTED SCONCE. PATCH AND REPAIR ENVELOPE.
ED13	DISCONNECT AND REMOVE TELEPHONE OUTLET AT COUNTER. DEMOLISH ASSOCIATED CABLING BACK TO SOURCE. PATCH AND REPAIR ENVELOPE AT CABLE PENETRATION.
ED15	DISCONNECT AND REMOVE DEVICE. PROTECT DEVICE BOX AND PREPARE FOR INSTALLATION OF NEW DEVICE AT SAME LOCATION.
ED16	DISCONNECT AND REMOVE ELECTRICAL UTILITY METER AND SOCKET. COORDINATE WORK WITH ELECTRICAL UTILITY.



1 DEMOLITION ELECTRICAL FLOOR PLAN - SECOND FLOOR
1/4" = 1'-0"

GENERAL ELECTRICAL DEMOLITION NOTES

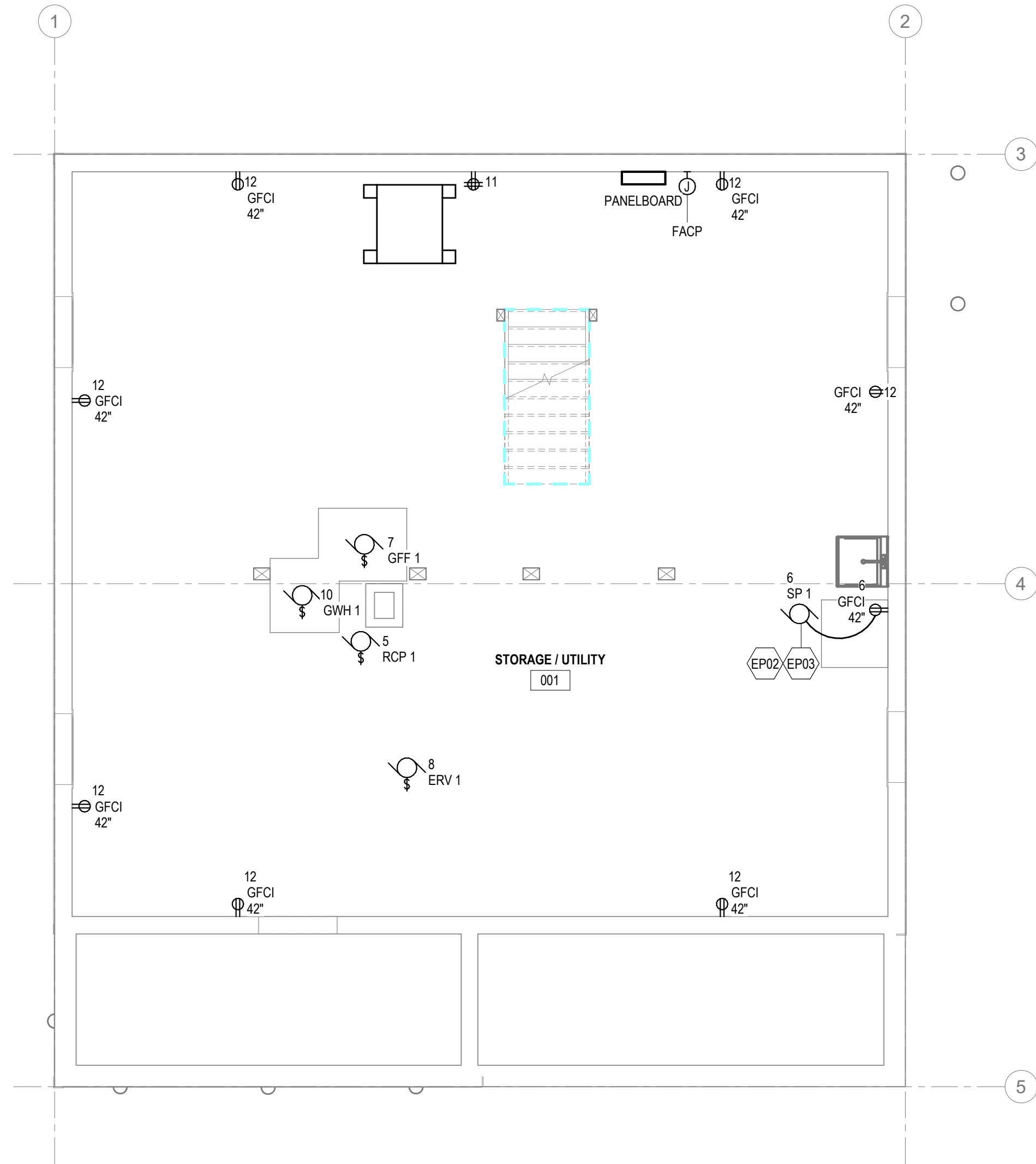
- ALL WORK SHALL COMPLY WITH REQUIREMENTS OF NATIONAL AND LOCAL CODES, WHICHEVER IS MORE STRINGENT.
- SEE ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR PHASES OF DEMOLITION AND CONSTRUCTION. COORDINATE WITH GENERAL CONSTRUCTION.
- SCOPE OF DEMOLITION WORK IS COMPLETE ELECTRICAL DEMOLITION OF SECTION FOREMAN HOUSE, WITH NOTED EXCEPTIONS.
- ELECTRICAL CIRCUITS THAT ARE TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY. CONDUCTORS SHALL BE REMOVED FROM THE ITEM TO BE DEMOLISHED TO THE SOURCE OVERCURRENT DEVICE. RACEWAYS WHICH ARE INSTALLED IN OR BELOW FLOORS OR WITHIN WALLS MAY BE ABANDONED, BUT ALL OVERHEAD OR EXPOSED RACEWAYS SHALL BE REMOVED.
- REMOVE CABLING BACK TO SOURCE FOR ALL TEL/DATA OUTLETS BEING REMOVED.

EXISTING LIGHT FIXTURE SCHEDULE

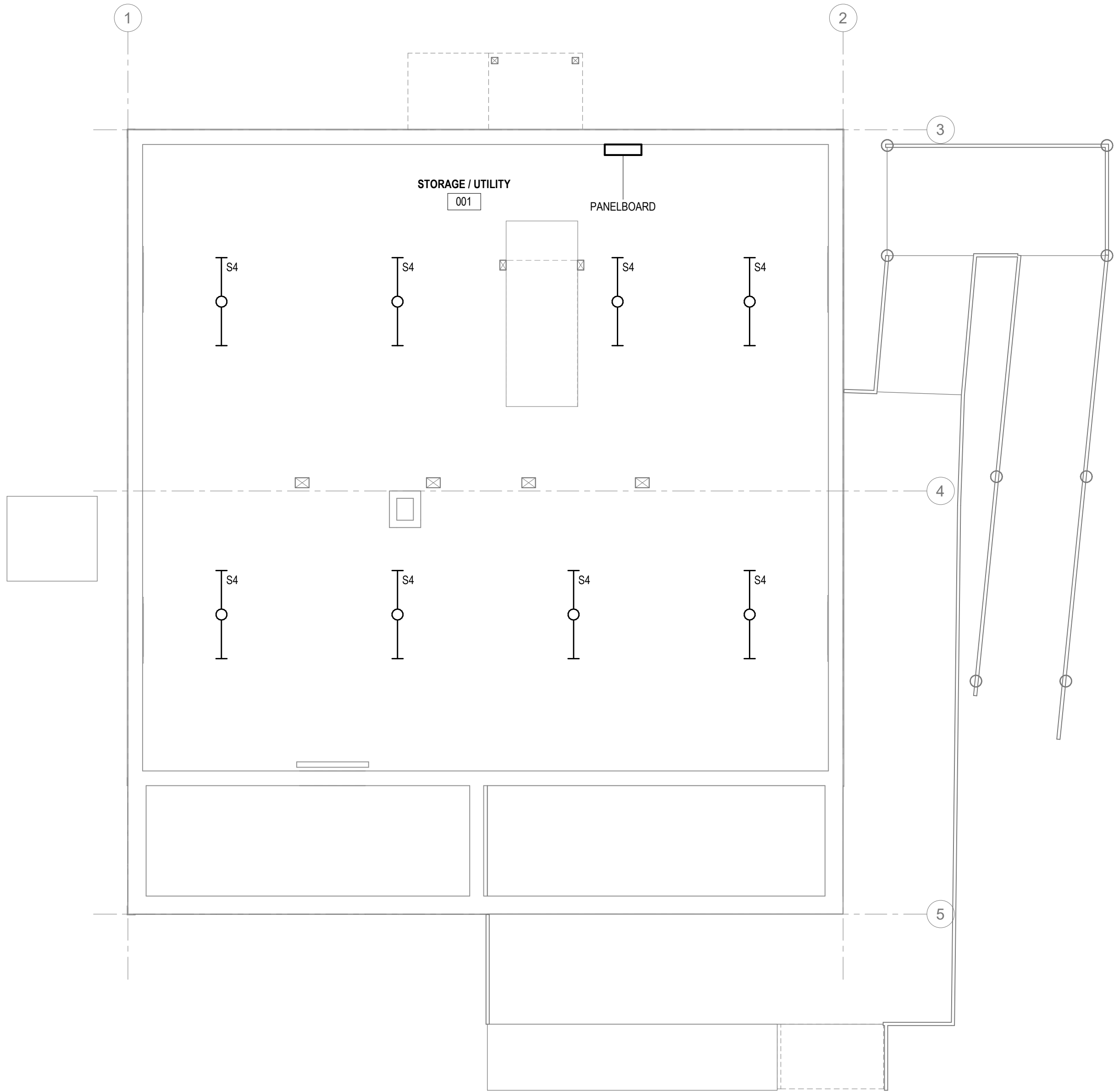
LABEL	DESCRIPTION
EX-F	SECURITY/FLOOD LIGHT
EX-P	PORCELAIN SOCKET
EX-S	RESIDENTIAL-STYLE SURFACE MOUNTED LIGHT
EX-W	EXTERIOR WALL SCONCE

KEYNOTES

ED14	DISCONNECT AND REMOVE COAXIAL OUTLET. DEMOLISH ASSOCIATED CABLING BACK TO SOURCE. PATCH AND REPAIR ENVELOPE AT CABLE PENETRATION.
ED15	DISCONNECT AND REMOVE DEVICE. PROTECT DEVICE BOX AND PREPARE FOR INSTALLATION OF NEW DEVICE AT SAME LOCATION.



1 POWER AND SYSTEMS FLOOR PLAN - BASEMENT
1/4" = 1'-0"



2 LIGHTING CEILING PLAN - BASEMENT
1/4" = 1'-0"

ELECTRICAL POWER GENERAL NOTES

- A. SCOPE OF WORK IS TO PROVIDE A NEW, 200 A, 120/240 V ELECTRICAL SERVICE TO THE BUILDING AND TO PROVIDE A COMPLETELY NEW ELECTRICAL POWER DISTRIBUTION SYSTEM.

ELECTRICAL SYSTEMS GENERAL NOTES

- A. SCOPE OF WORK IS TO PROVIDE A NEW TELECOM UTILITY SERVICE, WIRED DATA NETWORK, WIRELESS DATA NETWORK, VIDEO SURVEILLANCE/INTRUSION DETECTION SYSTEM, AND ACCESS CONTROL SYSTEM TO SERVE THE BUILDING.
- B. PROVIDE MARCH NETWORKS VIDEO SURVEILLANCE SYSTEM TO MONITOR INTERIOR, EXTERIOR, AND ENTRIES OF THE BUILDING. HEAD END SHALL BE LOCATED IN THE EQUIPMENT RACK IN THE BASEMENT. SYSTEM SHALL INFORM INTRUSION DETECTION RESPONSE AND NOTIFY CENTRAL STATION DISPATCHING COMPANY UPON DETECTION OF UNAUTHORIZED ENTRY. PROVIDE STROBE/HORN ACTIVATED AS A DETERRENT UPON DETECTION OF UNAUTHORIZED ENTRY.

ELECTRICAL LIGHTING GENERAL NOTES

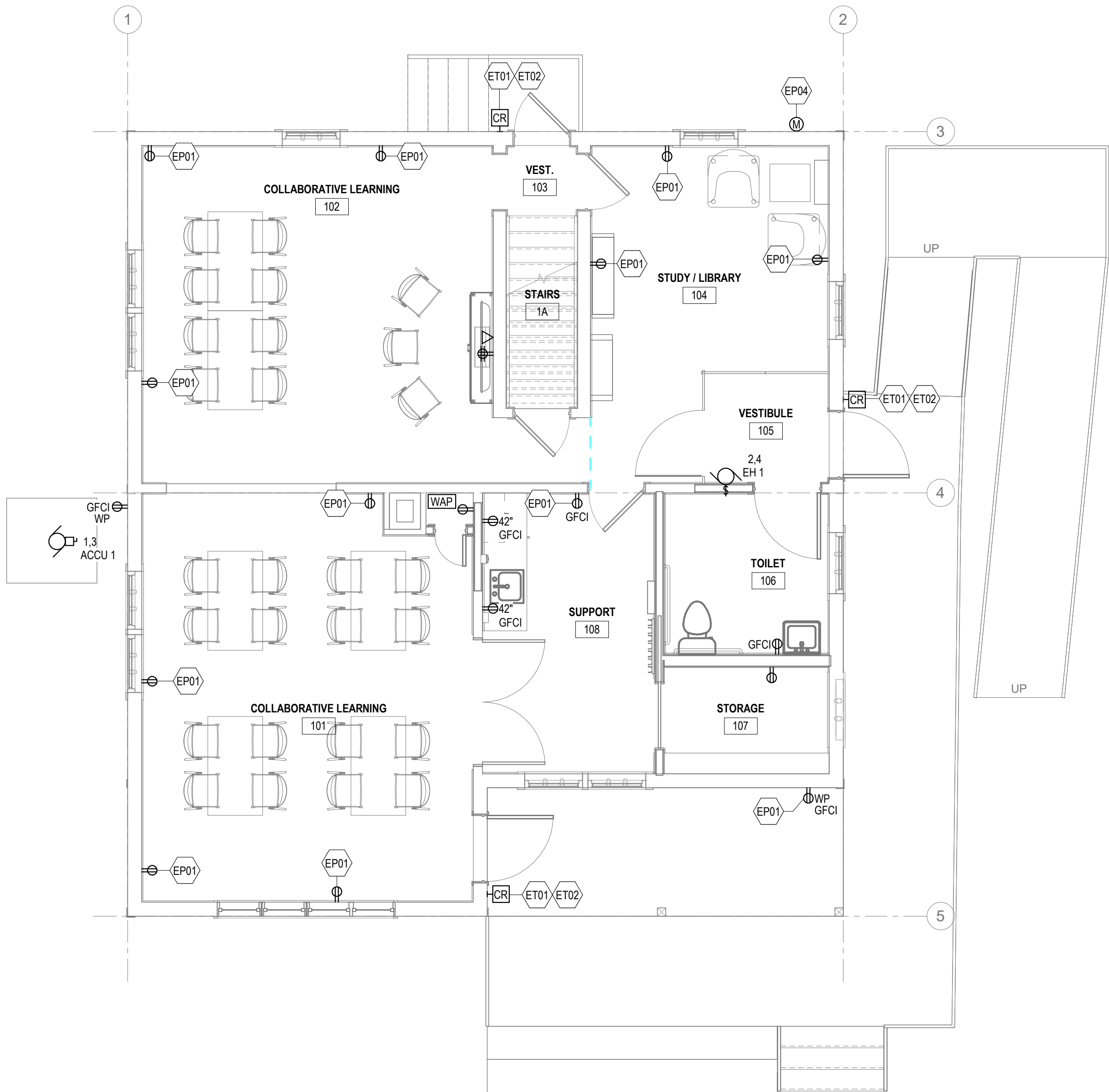
- A. SCOPE OF WORK IS TO PROVIDE A NEW LIGHTING AND LIGHTING CONTROLS SYSTEM THROUGHOUT THE BUILDING INTERIOR AND EXTERIOR.
- B. REFER TO ARCHITECTURAL FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF FIXTURES AND EQUIPMENT.
- C. SET TIME DELAY OF ALL OCCUPANCY/VACANCY SENSING DEVICES TO TWENTY (20) MINUTES, UNLESS NOTED OTHERWISE.

KEYNOTES

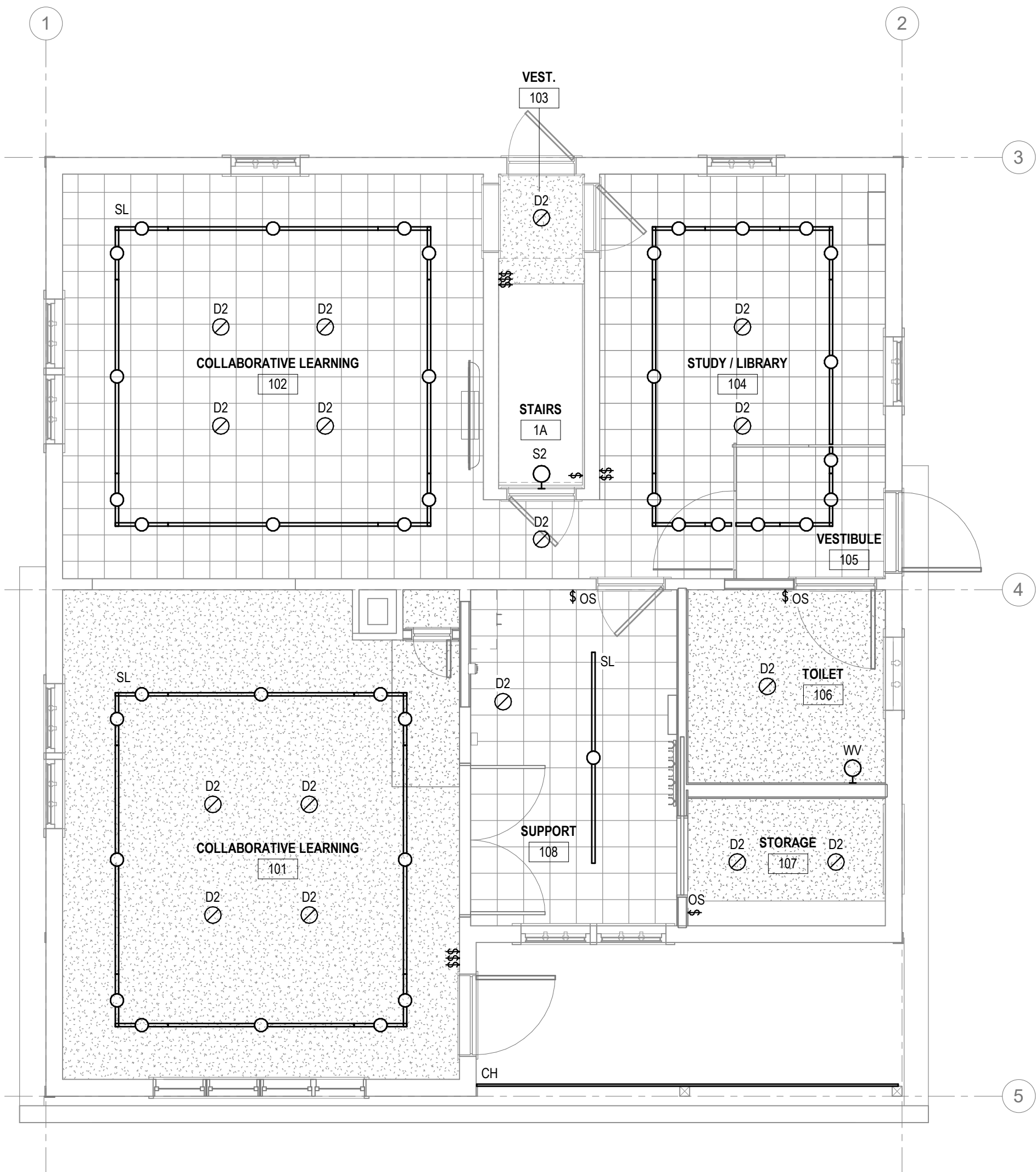
- EP02 PROVIDE CORD AND PLUG CONNECTION FROM SUMP PUMP TO RECEPTACLE.
- EP03 PROVIDE ELERICAL HEAT TRACE TO PROTECT SUMP LINE TO LAKE.

NEW LIGHT FIXTURE SCHEDULE - INTERIOR

LABEL	DESCRIPTION	VOLTAGE	MANUFACTURER	MODEL
CH	LED TAPE LIGHT IN LENSED ALUMINUM CHANNEL	120 V	LEDLINEAR	XOOLUM IP67
D2	2-INCH RECESSED LED DOWNLIGHT	120 V	GOTHAM	EVO2
S2	LED VANITY LIGHT	120 V	LITHONIA	CLX
S4	4-FOOT LENSED LED STRIP	120 V	LITHONIA	CSS
SL	SURFACE MOUNTED LED SLOT	120 V	MARK	SLOT1
SP	SURFACE MOUNTED LED PUCK	120 V	JUNO	JSF SERIES
WV	LED VANITY LIGHT	120 V	LITHONIA	FMVCL



1 POWER AND SYSTEMS FLOOR PLAN - FIRST FLOOR
1/4" = 1'-0"



2 LIGHTING CEILING PLAN - FIRST FLOOR
1/4" = 1'-0"

ELECTRICAL POWER GENERAL NOTES

- A. SCOPE OF WORK IS TO PROVIDE A NEW, 200 A, 120/240 V ELECTRICAL SERVICE TO THE BUILDING AND TO PROVIDE A COMPLETELY NEW ELECTRICAL POWER DISTRIBUTION SYSTEM.

ELECTRICAL SYSTEMS GENERAL NOTES

- A. SCOPE OF WORK IS TO PROVIDE A NEW TELECOM UTILITY SERVICE, WIRED DATA NETWORK, WIRELESS DATA NETWORK, VIDEO SURVEILLANCE/INTRUSION DETECTION SYSTEM, AND ACCESS CONTROL SYSTEM TO SERVE THE BUILDING.
- B. PROVIDE MARCH NETWORKS VIDEO SURVEILLANCE SYSTEM TO MONITOR INTERIOR, EXTERIOR, AND ENTRIES OF THE BUILDING. HEAD END SHALL BE LOCATED IN THE EQUIPMENT RACK IN THE BASEMENT. SYSTEM SHALL INFORM INTRUSION DETECTION RESPONSE AND NOTIFY CENTRAL STATION DISPATCHING COMPANY UPON DETECTION OF UNAUTHORIZED ENTRY. PROVIDE STROBE/HORN ACTIVATED AS A DETERRENT UPON DETECTION OF UNAUTHORIZED ENTRY.

ELECTRICAL LIGHTING GENERAL NOTES

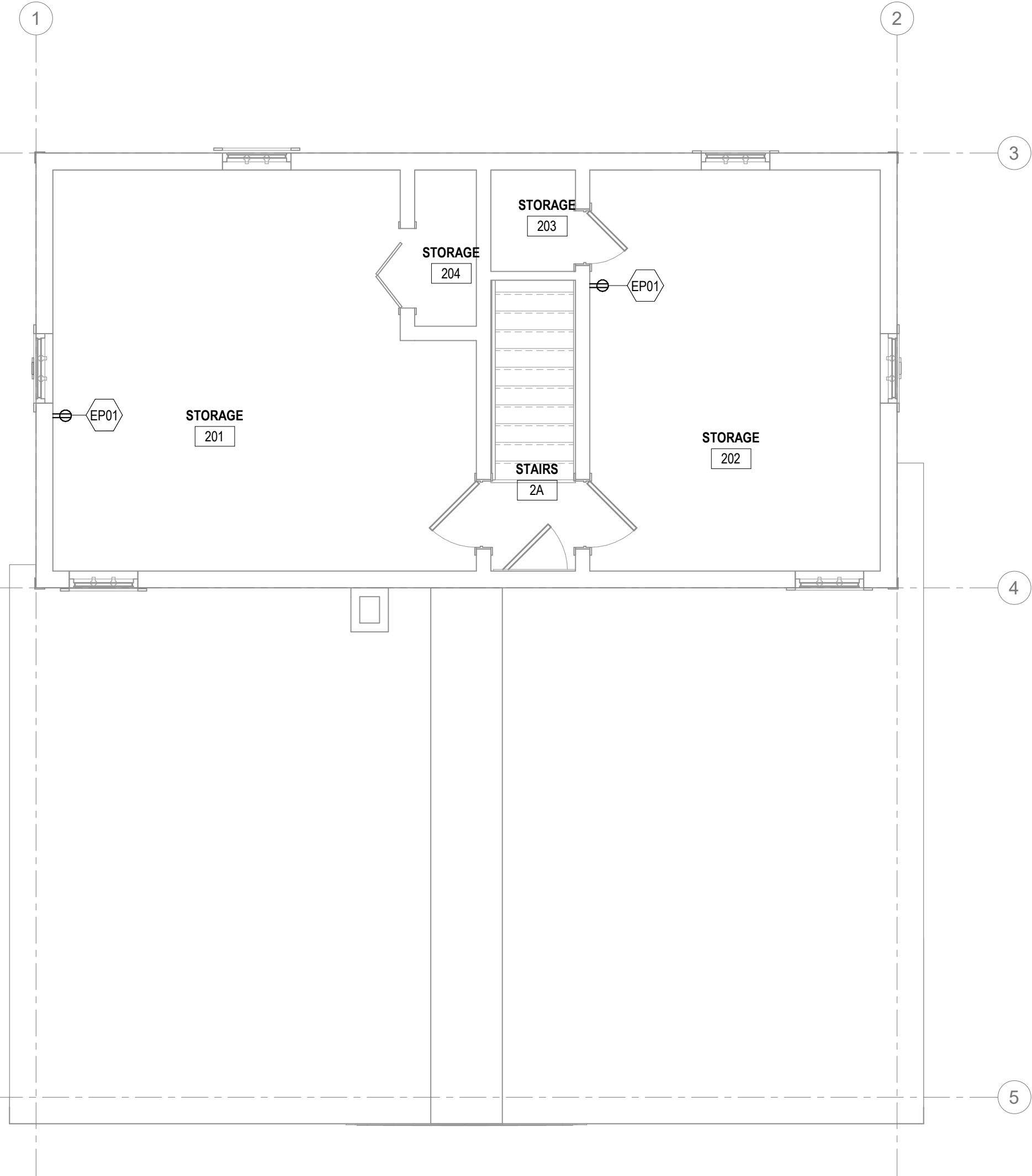
- A. SCOPE OF WORK IS TO PROVIDE A NEW LIGHTING AND LIGHTING CONTROLS SYSTEM THROUGHOUT THE BUILDING INTERIOR AND EXTERIOR.
- B. REFER TO ARCHITECTURAL FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF FIXTURES AND EQUIPMENT.
- C. SET TIME DELAY OF ALL OCCUPANCY/VACANCY SENSING DEVICES TO TWENTY (20) MINUTES, UNLESS NOTED OTHERWISE.

KEYNOTES

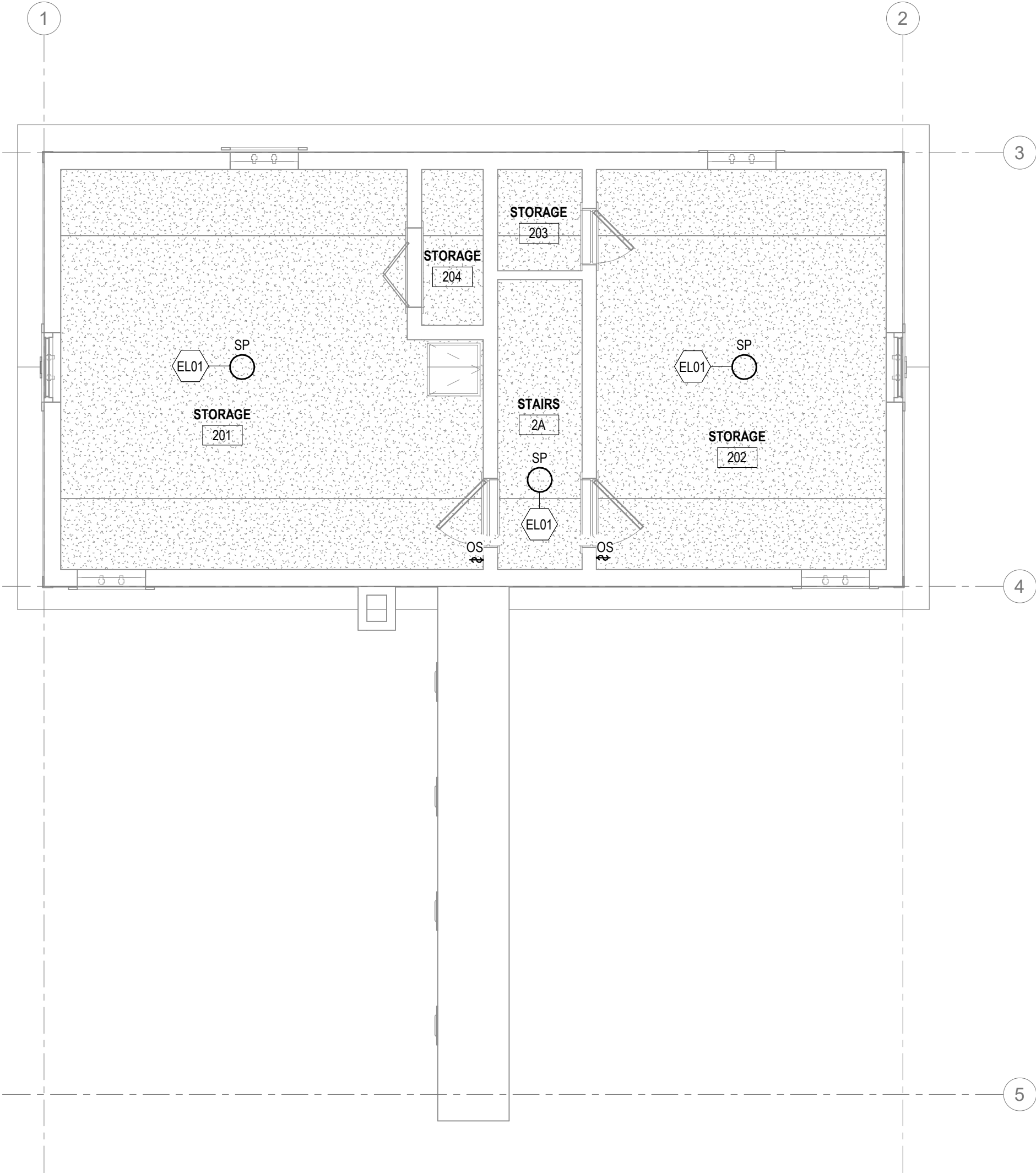
- EP01 | INSTALL NEW DEVICE IN EXISTING DEVICE BOX.
- EP04 | PROVIDE NEW ELECTRICAL UTILITY METER SOCKET ON NORTH WALL OF BUILDING. COORDINATE LOCATION WITH ARCHITECT AND ELECTRICAL UTILITY.
- ET01 | PROVIDE PROXIMITY CARD READER AND ASSOCIATED DOOR HARDWARE.
- ET02 | PROVIDE WALL MOUNTED SECURITY CAMERA, MOUNTED AT 60" AFF. AT ENTRY.

NEW LIGHT FIXTURE SCHEDULE - INTERIOR

LABEL	DESCRIPTION	VOLTAGE	MANUFACTURER	MODEL
CH	LED TAPE LIGHT IN LENSED ALUMINUM CHANNEL	120 V	LEDLINEAR	XOOLUM IP67
D2	2-INCH RECESSED LED DOWNLIGHT	120 V	GOTHAM	EV02
S2	LED VANITY LIGHT	120 V	LITHONIA	CLX
S4	4-FOOT LENSED LED STRIP	120 V	LITHONIA	CSS
SL	SURFACE MOUNTED LED SLOT	120 V	MARK	SLOT1
SP	SURFACE MOUNTED LED PUCK	120 V	JUNO	JSF SERIES
WV	LED VANITY LIGHT	120 V	LITHONIA	FMVCL



1 POWER AND SYSTEMS FLOOR PLAN - SECOND FLOOR
1/4" = 1'-0"



2 LIGHTING CEILING PLAN - SECOND FLOOR
1/4" = 1'-0"

ELECTRICAL POWER GENERAL NOTES

- A. SCOPE OF WORK IS TO PROVIDE A NEW, 200 A, 120/240 V ELECTRICAL SERVICE TO THE BUILDING AND TO PROVIDE A COMPLETELY NEW ELECTRICAL POWER DISTRIBUTION SYSTEM.

ELECTRICAL SYSTEMS GENERAL NOTES

- A. SCOPE OF WORK IS TO PROVIDE A NEW TELECOM UTILITY SERVICE, WIRED DATA NETWORK, WIRELESS DATA NETWORK, VIDEO SURVEILLANCE/INTRUSION DETECTION SYSTEM, AND ACCESS CONTROL SYSTEM TO SERVE THE BUILDING.
- B. PROVIDE MARCH NETWORKS VIDEO SURVEILLANCE SYSTEM TO MONITOR INTERIOR, EXTERIOR, AND ENTRIES OF THE BUILDING. HEAD END SHALL BE LOCATED IN THE EQUIPMENT RACK IN THE BASEMENT. SYSTEM SHALL INFORM INTRUSION DETECTION RESPONSE AND NOTIFY CENTRAL STATION DISPATCHING COMPANY UPON DETECTION OF UNAUTHORIZED ENTRY. PROVIDE STROBE/HORN ACTIVATED AS A DETERRENT UPON DETECTION OF UNAUTHORIZED ENTRY.

ELECTRICAL LIGHTING GENERAL NOTES

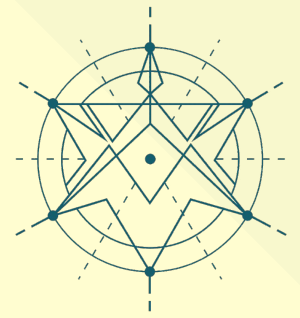
- A. SCOPE OF WORK IS TO PROVIDE A NEW LIGHTING AND LIGHTING CONTROLS SYSTEM THROUGHOUT THE BUILDING INTERIOR AND EXTERIOR.
- B. REFER TO ARCHITECTURAL FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF FIXTURES AND EQUIPMENT.
- C. SET TIME DELAY OF ALL OCCUPANCY/VACANCY SENSING DEVICES TO TWENTY (20) MINUTES, UNLESS NOTED OTHERWISE.

KEYNOTES

- EL01 | INSTALL NEW LIGHT FIXTURE IN EXISTING DEVICE BOX.
- EP01 | INSTALL NEW DEVICE IN EXISTING DEVICE BOX.

NEW LIGHT FIXTURE SCHEDULE - INTERIOR

LABEL	DESCRIPTION	VOLTAGE	MANUFACTURER	MODEL
CH	LED TAPE LIGHT IN LENSED ALUMINUM CHANNEL	120 V	LEDLINEAR	XOOLUM IP67
D2	2-INCH RECESSED LED DOWNLIGHT	120 V	GOTHAM	EVO2
S2	LED VANITY LIGHT	120 V	LITHONIA	CLX
S4	4-FOOT LENSED LED STRIP	120 V	LITHONIA	CSS
SL	SURFACE MOUNTED LED SLOT	120 V	MARK	SLOT1
SP	SURFACE MOUNTED LED PUCK	120 V	JUNO	JSF SERIES
WV	LED VANITY LIGHT	120 V	LITHONIA	FMVCL



ONYX
STRATEGIC PARTNERS

August 16, 2022

Panoway - Design + Construction Update



Onyx Strategic Partners



- Consulting, Development and Construction Management Firm
- Engaged with the City of Wayzata and its partners to provide ongoing project management services and support in the oversight of:
 - Design,
 - Pre-construction planning,
 - Contractor selection and management.
- Project team:
 - Jessie Houlihan, CEO
 - Kyle Manske, PM



Risk Management Approach

As it relates to the upcoming Panoway phases, we have identified and are working to best manage the following risks:

- **Section Foreman's House:**
 - Historically significant design - close attention to materials
 - Construction cost / fee relative to the volume
- **Boardwalk + Docks:**
 - Steel and Pre-cast - Price and long lead times to get materials
 - Access + Logistics - We will be utilizing a barge, loading large and heavy materials, transporting them and placing them carefully during installation





Market Engagement Process



- We **focus first on the areas of greatest risk**, ensuring we're driving the areas of greatest value for the projects
- Due to the aggressive construction market, we have been **engaged directly with general contractors, subcontractors and material suppliers** to directly monitor cost, labor and availability
- Ongoing data is provided to the City and related design teams so the project can proceed with vital information incorporated

Timeline + Next Steps



- **End of Summer 2022**- All cost estimating + constructability review complete at DD level
- **Fall 2022:**
 - Determine contractor selection and contract approach for both projects while design is being finalized
 - Create RFP or work scope documentation for taking the projects to market
- **Winter 2022-23:** Take both projects to market, select the appropriate execution partners
- **Spring 2023:**
 - Integrate construction execution partners with the City and design team
 - Late Spring: Boardwalk + Docks project starts
- **Summer 2023:** Section Foreman House project starts (pending funding)
- **Fall 2023:** Amenities Open!



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 8.b
TITLE: <u>Consider Approval of Rooftop Municipal Solar Proposal and Solar Power Purchase Agreement and Authorize Mayor and City Manager to Execute Agreement</u>	
PROPOSED MOTION: To Approve an Option Detailed in the Blue Horizon Energy Municipal Rooftop Solar Proposal and Authorize Execution of the Agreement	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff and the Energy and Environment Committee recommend approving the municipal rooftop Solar Power Purchase Agreement.

FINANCIAL OR BUDGET CONSIDERATION:

There is no previous budget allocation or cash available for this project in 2022. If the City enters into a Power Purchase Agreement, which does not have any upfront capital costs, there would be less overall cash savings over the 25-year term, but no upfront cost to the City and still a savings of \$104,302, with an estimated net present value of \$49,076.

BACKGROUND:

The Energy and Environment (E&E) Committee has discussed and researched the potential for a municipal rooftop solar project for almost two years. This project has been listed in the Committee's work plan each year since 2020. Overall, the reasons for pursuing this project are to save money, produce sustainable energy, reduce the City's carbon footprint, become a community leader in sustainability, and have the potential for educational opportunities.

Background

The E&E Committee worked through three separate municipal solar proposals from the companies Blue Horizon, Cedar Creek, and All Energy. Each proposal had the same scope of providing rooftop solar on City Hall, Fire Station, Library, Public Works, and the Muni/Liquor Store. Solar carport options were also reviewed but were removed from the scope of the project due to cost. The proposals were reviewed at approximately eight E&E Committee meetings and revisions were made to the proposals throughout that time.

Ultimately, the E&E Committee recommended bringing forward the attached Blue Horizon proposal. The Committee preferred Blue Horizon and their proposal based on the two financial models the company proposed, the experience and knowledge of the staff members, and their commitment to the Wayzata community.

Proposal

The proposal is clearly detailed in the memo attached, but a summary is noted below.

The Blue Horizon proposal outlines a project for installing rooftop solar on the main municipal buildings noted above. Approximately 32.9% (357,934 kWh) of the total energy usage from the buildings would be offset by solar production. The total cost of the project would be \$595,539 which is proposed to be financed by one of the two following options:

1. Direct Purchase Options

- Cash or bond-financed purchase for 100% of the capital cost
- Cash or bond-financed purchase for 86% of the capital cost, utilizing a Solar Power Agreement (which partially monetizes available tax incentives)

- Cash or bond-financed purchase for 70% of the capital cost, utilizing Direct Payment of the 30% Federal Investment Tax Credit (this option will be available upon the passage of the "Inflation Reduction Act of 2022")

These options are detailed in the Financing Memo with the net savings and breakeven points. All of these options would impact the City's Facilities CIP. Purchasing the panels with cash would impact the city's liquidity, which is currently already planned for use for other capital projects. Additionally, the Facilities CIP does not currently have the fund balance to support this project, which would cause the city to delay this or other projects for several years to accommodate the change. Furthermore, bonding for this project is not recommended because the cost to issue the bonds would make up a higher proportion of the total project cost.

2. Power Purchase Agreement via 25-year PPA

- No upfront capital costs with a cost savings breakeven point in year 1.
- After 25 years, the total cost savings is estimated to be \$104,302.

Council Workshop

At the July 19 City Council Workshop, the Council noted that a municipal rooftop solar project could be valuable to pursue. The Council wanted additional financial information, specifically regarding the cost savings and incentives of the system. Additional information regarding the direct purchase options would be helpful for the Council to review. Since this is a timely project to take advantage of all of the cost savings and incentives, Council directed staff to prepare a proposal and agreement for review at an August Council meeting.

This option will allow the project to move forward most efficiently and does not require any upfront capital costs while still preserving cost savings and following through on the City's sustainability vision.

Attached is a draft purchase power agreement that has yet to be fully vetted by the City Attorney. If the Council is not comfortable authorizing execution, the agreement can be tabled to the September 6th Meeting.

ATTACHMENTS:

1. BHE Presentation
2. City of Wayzata Financing Memo
3. FB1 Blue Horizon Energy, LLC - Wayzata PPA (Draft)
4. FB1 Blue Horizon Energy LLC - Wayzata PPA (City Atty Markup)



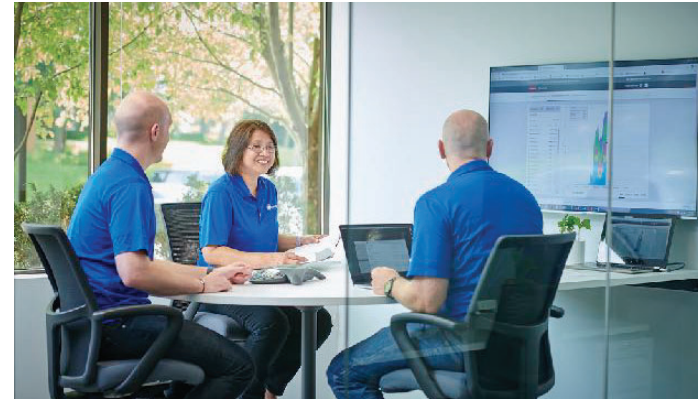
Blue Horizon
Energy

Clean Energy Solutions
for the City of Wayzata, MN

121 Cheshire Lane, Ste 500, Minnetonka, MN | bluehorizonenergy.com

We Build Better Solar
Since 2009, Full Service
700+ Completed Projects
Local Attention, National Reach
Award Winning
Quality, Performance, & Service

2020 Member of the Year
MINNESOTA SOLAR ENERGY INDUSTRIES ASSOCIATION



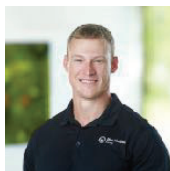
Solutions for Wayzata, MN

As lifelong Wayzata community members, we're excited to help Wayzata implement a clean energy program that:

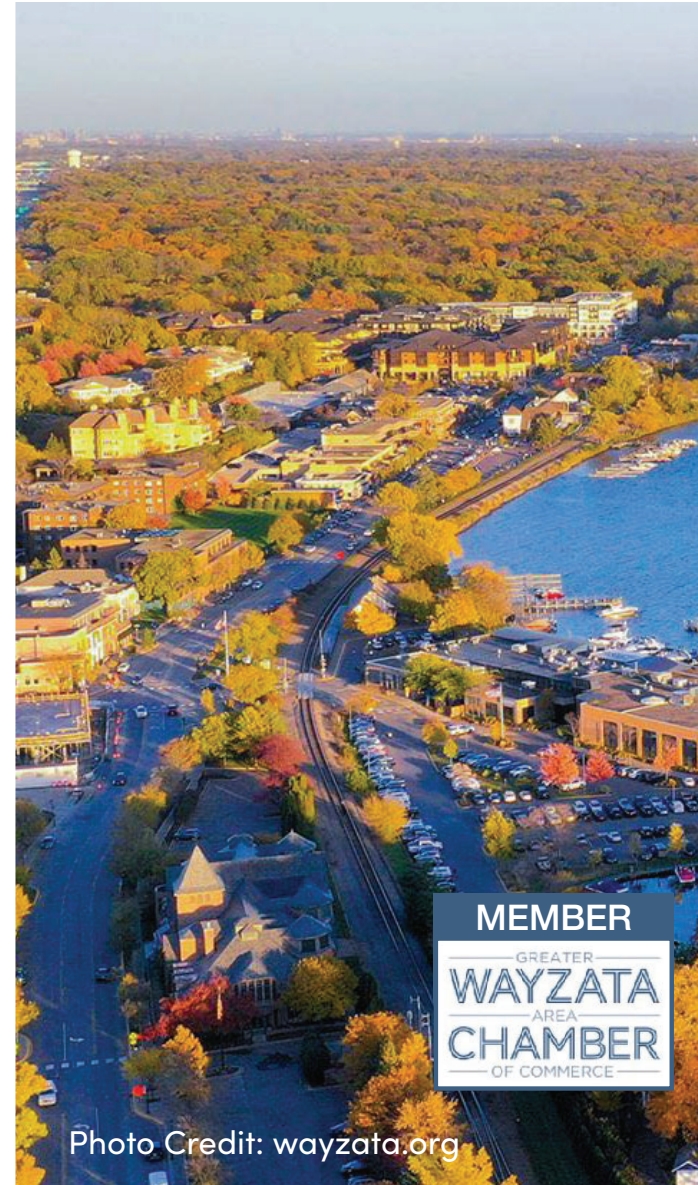
- ✓ Advances Wayzata's environmental and sustainability commitments.
- ✓ Engages residents and businesses to support the growth of clean energy.
- ✓ Realizes positive financial and environmental impacts for the City.



**Griffin
Dooling**
CEO



**Mark
Isaacson**
VP, Development



Overview: Bringing Clean Energy to Wayzata

Our plan to bring clean energy to Wayzata is built on two complimentary pillars, which can be pursued simultaneously or in stages to advance the City's goals.

City Facilities

Deployment of solar energy systems to power:

Public Works
City Hall
Fire Station
Library
Municipal Grill
Municipal Liquor

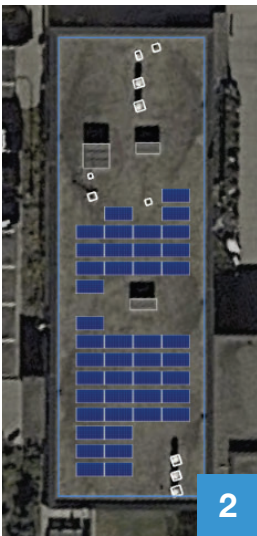
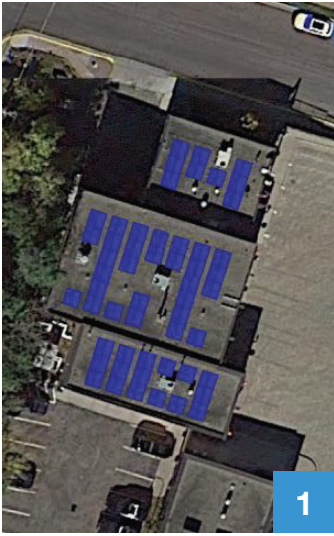
Incentives

Referral & Education Programs:

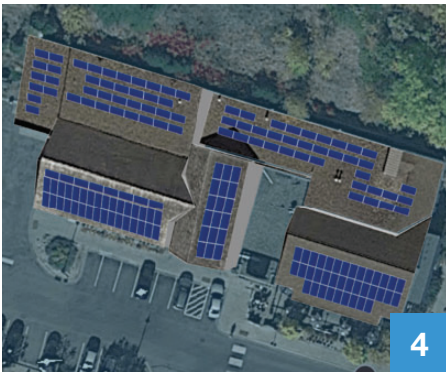
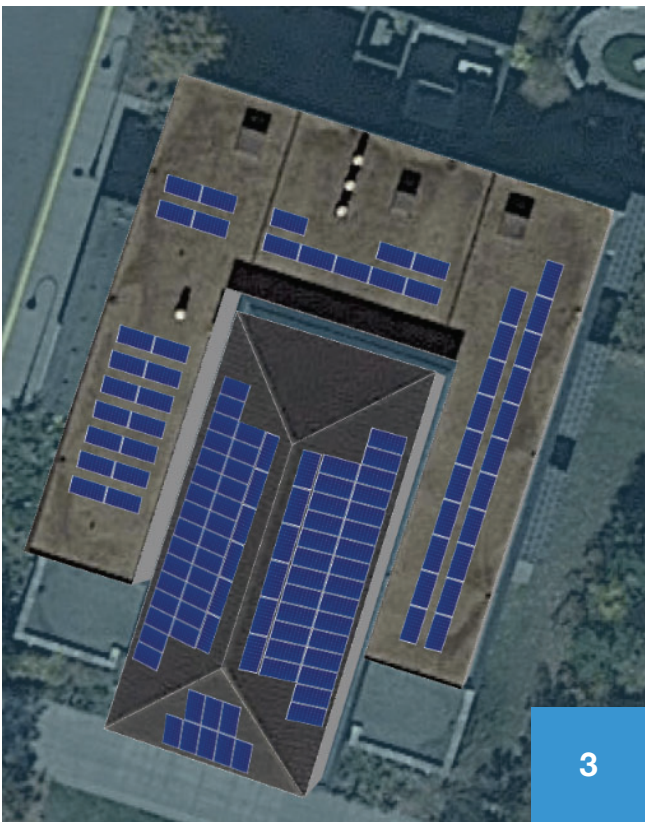
We will create a
Wayzata-specific
referral and
education program
to encourage clean
energy growth.



City Facilities: On-Site Deployment



<u>Location</u>	<u>Size</u>
1. Fire	40kW
2. City Hall Roof	19kW
3. Library	55kW
4 Muni Liq. & Grill	74kW
5. Public Works	110kW





City Facilities: On-Site Deployment

Objectives

- ✓ Advances Wayzata's environmental and sustainability commitments.
- ✓ Engages residents and businesses to support the growth of clean energy.
- ✓ Realizes positive financial and environmental impacts for the City.

Benefits

- ✓ Directly offset 33% of the energy use at these facilities with clean energy.
- ✓ Incentives and education to raise awareness of clean energy options.
- ✓ 25yr Savings of \$105,000 (via PPA) to \$531,000 (via Direct Purchase).

Why Now? **Solar*Rewards**
Cost & ITC
Engineering
Leadership

\$80,000 of Incentives (Declines in '23)

Priced at 26% ITC (Declines in '23)

Initial approval secured from Xcel

Advances Wayzata's eco-lead

City Facilities: On-Site Deployment

In considering the deployment of solar on the City's facilities, there are two primary financial avenues: Direct Purchase and Power Purchase Agreement.

Direct Purchase

Project is paid for and owned by City, similar to other pieces of capital equipment.

Notes:

- ▶ Project may be eligible for local grants and other financial incentives if purchased directly.

PPA

Project is paid for and owned by Blue Horizon. City commits to purchase all power from the arrays for 25 years, discounted from current rates.

Notes:

- ▶ City receives a fixed rate schedule for 25 years, insulating against electric rate increases and providing long term expected savings.



City Facilities: On-Site Deployment

Warranties are a key risk-mitigation factor when deploying solar energy.

	Direct Purchase	PPA
BHE Warranty	10 Years	25 Years *
Module Warranty	25 Years	25 Years
Module Guarantee	25-30 Years	25-30 Years
Inverter Warranty	20 Years	25 Years *
MPLE Warranty	25 Years	25 Years

* Under a PPA, warranties are all effectively 25 years as the financier is responsible for operations and maintenance, at no expense to the City.



Incentives & Education

To build upon the City's leadership on clean energy, we will create a series of incentives and educational programs directed at businesses and residents.

Referral Program

Financial incentives for residents and businesses within Wayzata that pursue local clean energy.

0-20kW	\$500
21-40kW	\$1,000
41-100kW	\$1,500
101kW+	\$2,000

50% to resident or business and
50% to City's chosen cause.

Educational Programs

A series of seminars and programs aimed at building awareness of local clean energy.

Topics could include:
"Intro to the City's Solar Projects"
"Your Clean Energy Options"
"Home Energy Efficiency"

Lead by BHE, with support from other clean energy organizations.





We're on a mission to advance America's
transition to carbon free energy.



Blue Horizon Energy LLC
121 Cheshire Lane, Suite 500
Minnetonka, MN, 55305, USA

August 8, 2022

City of Wayzata
City Council

Dear City of Wayzata,

In response to your questions during the July 19th Council Workshop, we have prepared this memo and supporting material to further illustrate the financial options available to the City when considering the purchase / use of solar energy systems for City properties.

Summary of Purchase Options

The following two options exist for the City to acquire / use the solar energy systems:

1) Direct Purchase.

- a) Cash or bond-financed purchase for 100% of the capital cost.
- b) Cash or bond-financed purchase for 86% of the capital cost, utilizing a Solar Power Agreement (which partially monetizes available tax incentives).
- c) Cash or bond-financed purchase for 70% of the capital cost, utilizing Direct Payment of the 30% Federal Investment Tax Credit (this option will be available upon the passage of the "Inflation Reduction Act of 2022").

2) Power Purchase Agreement.

- a) City enters into a service agreement with an affiliate of Blue Horizon Energy, at no capital cost to the City.

Summary of Benefits

The benefits of each project are comprised of three streams of savings:

1) Kilowatt Hour Credits to Energy Consumption.

- These credits appear monthly on your Xcel Energy bill equal to the amount of power your solar energy systems produce during the corresponding month.
- The amount of power you purchase from Xcel Energy each month will be reduced by the amount of kWh credits your solar provides.

2) Solar*Rewards Incentive.

- This is a special incentive program for which you will receive an annual payment from Xcel Energy during the first ten years of your solar energy system's life.
- Each year Xcel will pay you \$0.03/kWh for all power your system produces.

3) Photovoltaic Demand Credit Tariff.

- This is a tariff program which provides an additional economic benefit for sites that have a demand charge on their electricity bill.

- Under this program, you will receive an additional monthly credit on your Xcel Energy bill equal to the tariff rate (~6.9 cents per kWh) multiplied by the amount of power your system produces between 1pm and 7pm each day.

Together these three streams of savings form the total economic benefits produced by your solar energy system.

Summary of Savings

The savings produced by your solar energy system is calculated by taking the total purchase price, minus incentives, and comparing it to the total economic benefits produced.

	Scenario	Capital Cost	Purchase Incentives	Net Savings	IRR	NPV	Breakeven
1	Direct 100%	\$595,539	\$0	\$447,484	4.68%	\$43,184	15.2 Years
2	Direct with SPA	\$595,539	\$83,375	\$530,860	6.06%	\$120,270	12.9 Years
3	Direct with 30% DP	\$595,539	\$178,662	\$626,146	8.04%	\$208,367	10.5 Years
4	PPA	\$0	\$0	\$104,302	N/A	\$49,076	Immediate
<i>NPV is calculated using a 4% discount rate.</i>							

We have enclosed detailed packets and Excel models for these options.

We look forward to your consideration of these options and are happy to work together to refine the options as necessary following your review.

Sincerely,

Mark Isaacson
VP, Development
Blue Horizon Energy

- Warranty Summary:

	SPA Direct w/o Carport	PPA
BHE Warranty	10 Years	25 Years **
Module Warranty	25 Years	12-25 Years
Module Guarantee	30 Years	25-30 Years
Inverter Warranty	20 Years	10-20 Years
MPLE Warranty	25 Years	25 Years
** Under the PPA BHE's warranty is effectively 25 Years since we are responsible for all maintenance during the duration of the PPA.		

- Operations and Maintenance:

- During the term of our BHE warranty (listed above), we cover all operations and maintenance activities. Following the conclusion of the BHE warranty, the City could choose to extend our warranty (for cost) or purchase service ad-hoc at that time. Generally ad-hoc service post-warranty is the most economical, with one annual preventative maintenance visit costing \$250-\$500 for ordinary service.

- End-Of-Life Disposition:

- Under the Direct Purchase and Lease options, the solar equipment is the City's property to utilize however they wish at the end of life.
- Under the PPA option, the solar equipment becomes the City's property at the conclusion of the PPA and may be utilized however they wish at the end of life.
- Generally it is expected that a well-designed and properly-maintained solar array will have a useful life of 35-40 years, well beyond the term of the warranties or financing arrangements.

- Roof Replacements:

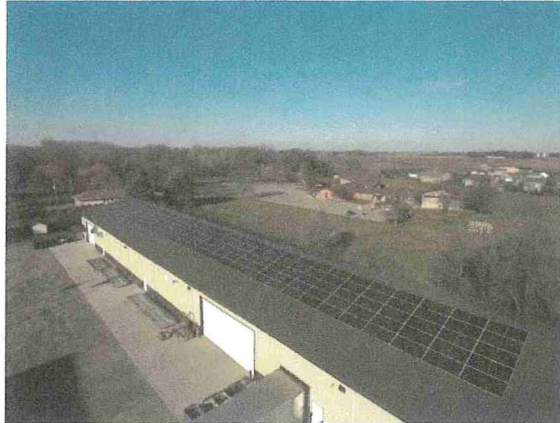
- If a roof replacement is required during the life of the solar array, the array is removed from the roof, the roof replacement occurs, and then the array is reinstalled on the roof.
- The costs for removal and reinstallation are the City's responsibility and are billed on a time-and-materials basis depending on the scope of the roof work.

- Generally such removal and replacement can be coordinated to minimize the financial impact. The aggregate cost is typically equivalent to 6-12 months of energy production.
- PPA Financing:
 - Under the PPA option, a subsidiary of Blue Horizon Energy will own and operate the solar array. The subsidiary will secure nonrecourse debt to finance the construction of the solar array, with the proceeds of the PPA used to fund the debt service obligations associated with the project.
- Incentives: Solar*Rewards & PV Demand Credit
 - These projects are designed to utilize two incentive programs through Xcel Energy: Solar*Rewards and the PV Demand Credit.
 - Solar*Rewards is a limited-availability, first-come-first-served program that provides an additional annual payment directly from Xcel Energy to the interconnection customer (in this case, the City of Wayzata) for all power produced by the solar arrays during their first 10 years of operation.
 - Working together with City staff, we were able to secure funding from this program for the proposed solar projects before the incentive budget expired earlier this year. To maintain this incentive funding, the solar projects must proceed in a timely fashion to commercial operations.
 - The PV Demand Credit is a special rate class established by Xcel Energy with the approval of the Public Utilities Commission that provides an additional monthly credit toward the interconnection customer's (in this case, the City of Wayzata's) monthly demand charges based on the power produced by the solar arrays between 1pm and 7pm. As this program is established as a special rate class, it does not have a specific term and is currently available to any solar projects that meet the program criteria in Xcel Energy territory.

We look forward to your consideration of these financing options. We're happy to work together to refine the options as necessary following your review.

Sincerely,

Mark Isaacson
VP, Development
Blue Horizon Energy



Pitched Roof with Standing Seam
(compare to Public Works Building)



Pitched Roof with Asphalt Shingle
(compare to Muni Building)



Flat Roof with Fully Ballasted Array
(Compare to City Hall, Police/Fire, Library, and Rear of Muni Building)

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of **DATE** (the “**Effective Date**”) for the purchase of one hundred percent (100%) of the power generated by the System.

Seller: BH-Wayzata Solar LLC
Attn: Griffin Dooling
121 Cheshire Lane, Ste 500
Minnetonka, MN 55305

(952) 944-5900
wayzata@bluehorizonenergy.com

Purchaser: City of Wayzata
Attn: **TBD**
ADDRESS

CONTACT
CONTACT

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on and adjacent to the real property comprising Purchaser’s premises described or depicted in **Schedule B** to **Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System (the “**Improvements**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit 1 Pricing
Exhibit 2 System Description, Delivery Point and Premises
Exhibit 3 General Terms and Conditions
Exhibit 4 Form of Memorandum of License

Purchaser: **City of Wayzata**

Seller: **BH-Wayzata Solar LLC**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: Griffin Dooling
Title: CEO
Date: _____

Exhibit 1

Pricing & Lease Option

1. **Term:** Twenty-Five years, beginning on the Commercial Operation Date (the “**Term**”).
2. **Contract Price:** The Contract Price paid for energy produced and delivered by the System shall comprise a payment for Power:
 - a. **Contract Price for Power:**

Year	\$ / kWh
Year 1	\$ 0.0953
Year 2	\$ 0.0974
Year 3	\$ 0.0995
Year 4	\$ 0.1018
Year 5	\$ 0.1041
Year 6	\$ 0.1064
Year 7	\$ 0.1088
Year 8	\$ 0.1113
Year 9	\$ 0.1139
Year 10	\$ 0.1166
Year 11	\$ 0.0984
Year 12	\$ 0.1012
Year 13	\$ 0.1041
Year 14	\$ 0.1071
Year 15	\$ 0.1102
Year 16	\$ 0.1134
Year 17	\$ 0.1166
Year 18	\$ 0.1200
Year 19	\$ 0.1234
Year 20	\$ 0.1270
Year 21	\$ 0.1307
Year 22	\$ 0.1345
Year 23	\$ 0.1384
Year 24	\$ 0.1424
Year 25	\$ 0.1465

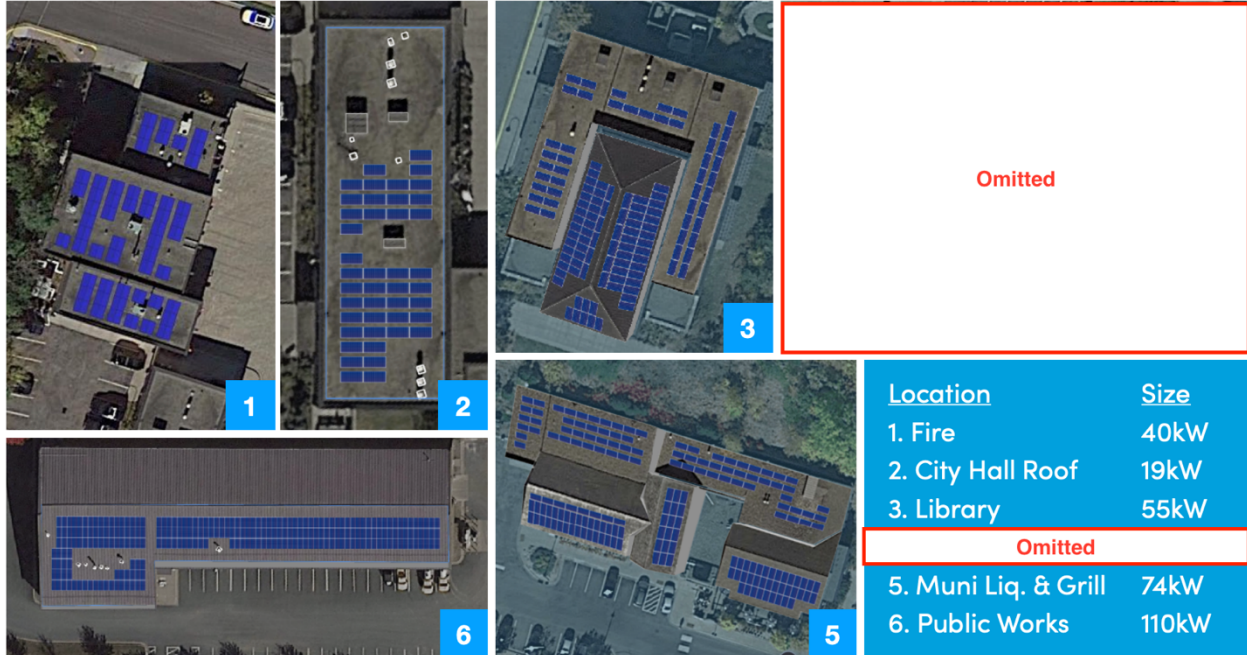
Exhibit 2

Schedule A: System Description, Delivery Point and Premises

1. System Location(s):
 - a. Parcel 0611722240059 in Hennepin County, MN (City of Wayzata, MN).
 - i. City Hall, Fire Station, Library, and Police Station.
 - b. Parcel 0111723220004 in Hennepin County, MN (City of Wayzata, MN).
 - i. Public Works.
 - c. Parcel 0611722420082 in Hennepin County, MN (City of Wayzata, MN).
 - i. Municipal Bar & Grill and Municipal Liquor Store.
2. System Size: 0.28 MWdc / 0.19 MWac, with fixed-tilt ground mount or roof mount racking. Note: Final system size may be modified based on site conditions if necessary.
3. Expected First Year Energy Production: 350,000 kWh
4. Interconnecting Utility: Xcel Energy
5. Delivery Point and Premises: Schedule B to this **Exhibit 2** contains one or more drawings or images depicting:
 - b. Premises, including the Improvements (as applicable);
 - c. Proposed System location;
 - d. Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
 - e. Access points needed for Seller to install and service the System (building access, electrical room, stairs etc.); and
 - f. Construction assumptions (if any).

Exhibit 2

Schedule B: Preliminary System Layout and Premises



DRAFT

Exhibit 3: Table of Contents

	Page
1. Purchase and Sale of Electricity	1
2. Term and Termination	1
3. Billing and Payment; Taxes.....	1
4. RECs and Incentives.....	2
5. Project Completion	2
6. Installation, Operation and Maintenance.....	4
7. Miscellaneous Rights and Obligations of the Parties	6
8. Relocation of System.....	8
9. Removal of System upon Termination or Expiration.....	8
10. Measurement.....	8
11. Default, Remedies and Damages.....	9
12. Representations and Warranties	11
13. Insurance.....	13
14. Ownership; Option to Purchase.....	14
15. Indemnification and Limitations of Liability	15
16. Change in Law	18
17. Assignment and Financing.....	18
18. Confidentiality	20
19. General Provisions	21

Exhibit 3

General Terms and Conditions

1. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may purchase electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the output of the System.
2. **Term and Termination.**
 - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 6) and continues for the duration of the Term, unless earlier terminated as provided for in this Agreement.
 - b. **Additional Terms.** The Parties may agree in writing to extend this Agreement for one or more additional terms at a Contract Price and term length to be agreed upon by the Parties.
 - c. **Preconstruction Termination.** If, for any reason, Seller determines prior to the Commercial Operation Date that the System is no longer viable or economic, then Seller shall be entitled to terminate this Agreement without penalty and both Seller and Purchaser shall be released from their obligations herein.
3. **Billing and Payment; Taxes.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the rate shown in **Exhibit 1** (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 11), plus Seller's share of any applicable PV Demand Credit credits in accordance with the rates defined in Exhibit 1.
 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement, and (iii) the total amount due from Purchaser.
 - c. **Payment Terms.** All undisputed amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Prime

Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.

d. Taxes.

- i. Purchaser's Taxes. Purchaser is responsible for payment of, or reimbursement of Seller, for (1) all taxes assessed on the generation, sale, delivery, or consumption of electricity produced by the System, (2) all property taxes assessed upon the System, if any.
- ii. Seller's Taxes. Seller is responsible for payment of income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement ("Seller's Taxes").

4. **RECs and Incentives.** As the owner of the System, Seller is entitled to the benefit of, and will retain all ownership interests in any Incentives, including all RECs. Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the Incentives. If any Incentives are paid or delivered directly to Purchaser, Purchaser shall promptly pay or deliver such items or amounts to Seller.

"Governmental Authority" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"Incentives" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

"REC" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

5. **Project Completion.**

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 11 and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an “**Approval**”):
 - i. any zoning, land use and building permits required for Seller to construct, install and operate the System; and
 - ii. any agreements and approvals from the utility necessary in order to interconnect the System to the utility’s electric distribution system.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the local utility or other authorities having jurisdiction.

- c. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within 365 days after the Effective Date, with such period tolled without penalty for any portion of time that the System is under engineering review by Xcel Energy. “Commencement of Installation” means the date that Seller’s installation contractor has begun physical installation of the System on the Premises.

- d. **Force Majeure.**

- i. **Force Majeure Event.** If either Party is unable to timely perform any of its obligations under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, at Buyer’s election the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
- ii. **Extended Force Majeure.** If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of one hundred eighty (180) days or more within a twelve (12) month period, then Seller may terminate this Agreement without either Party having

further liability under this Agreement except: (a) liabilities accrued prior to termination, and (b) Seller shall remove the System as required under Section 9.

iii. **“Force Majeure Event”** means any event or circumstance beyond the reasonable control of and without the fault or negligence of Seller, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; failure or unavailability of equipment, supplies or products outside of Seller’s control or due to a Force Majeure Event; pandemic or public health crisis; and any delay, cost increases or other event or condition resulting from or related to the coronavirus (COVID 19) pandemic that was first reported from Wuhan, China on or about December 31, 2019, declared a “Public Health Emergency of International Concern” by the World Health Organization on January 30, 2020, and the related responses of public and private entities and authorities

e. **Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay, subject to Section 5(d)(ii) above.

f. **Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the “**Commercial Operation Date**”). “**Commercial Operation**” means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in **Exhibit 2** and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser’s reasonable request.

6. Installation, Operation and Maintenance.

a. **Seller’s General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall

comply with all applicable rules, regulation and local building codes. In addition, Seller shall be responsible for ensuring that the power quality from the System is sufficient to support the ordinary operations of Purchaser's facilities.

- b. **System Design Approval.** Seller shall have full responsibility for all design decisions relating to the System, and shall have final approval over the same. Provided, however, that Seller shall provide Purchaser an opportunity to review the final design of the System and provide input, if applicable, to such design.
- c. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point upon reasonable prior written notice to Purchaser for the purpose of maintaining and repairing the System; provided that Seller shall use commercially reasonable efforts to (i) minimize any interruption in service to the Purchaser, and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by the negligence or willful misconduct of Purchaser, its agents, employees or contractors.
- d. **Outages.** Upon Purchaser's written request, Seller shall take the System off-line for a total of forty-eight (48) daylight hours (as defined by the United States National Weather Service in the area where the System is located) during each Contract Year (each event an "Outage" and the forty-eight (48) hour period the "Outage Allowance"). The Outage Allowance includes all Outage hours undertaken by Seller for maintenance or repairs for which Purchaser is responsible pursuant to Section 6(e) or requested by Purchaser under this Section 6(d) (other than due to the fault or negligence of Seller). Purchaser's request shall be delivered at least forty-eight (48) hours in advance. Purchaser is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance.
- e. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Premises remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises from the local utility. Purchaser shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser, and does not need to receive permission to operate from the utility.
- f. **No Alteration of Premises.** Not less than thirty (30) days prior to making any alterations, repairs (except for emergency repairs) or any Improvement to the Premises that will adversely affect the operation and maintenance of the System,

Purchaser shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement results in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such disconnection or removal and any re-connection or re-installation of the System at Purchaser's cost,. Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

7. **Miscellaneous Rights and Obligations of the Parties.**

- a. **Access Rights.** Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and the utility a non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as reasonably required by Seller in order to effectuate the purposes of this Agreement and for purposes of the installation, operation, use and maintenance of the System on the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser's site safety and security requirements when on the Premises during the License Term and shall not unreasonably interfere with the normal business operations of Purchaser. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not intentionally interfere or intentionally permit any third parties under Purchaser's control to interfere with such rights or access. The License shall be irrevocable during the License Term. At the request of Seller, Purchaser shall execute a memorandum of License in form and substance set forth in **Exhibit 4**, and Seller may record such memorandum of License with the appropriate land registry or recorder's office.
- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not, to the extent within its reasonable control, cause or permit any interference with the System’s Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System’s Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall promptly notify Seller and cooperate with Seller in preserving and restoring the System’s Insolation levels as they existed on the Effective Date.
- e. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. Specifically, Seller shall contract with Blue Horizon Energy LLC, or its affiliates, to design, construct, and operate the System. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.
- f. **Liens.**
- i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises, (each a “Lien”) on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.
- ii. **Lien Indemnity.** Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against such other Party’s property as a result of the indemnifying Party’s breach of its obligations under Section 7(f)(i).

8. **Relocation of System.**

If, during the Term, Purchaser ceases to conduct business operations at the Premises or vacates the Premises; the Premises have been destroyed; or the Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Purchaser may propose in writing the relocation of the System, at Purchaser's cost, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii).

9. Removal of System upon Termination or Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than ninety (90) days after the expiration of the Term. The portion of the Premises where the System is located shall be returned to substantially its original condition (excluding ordinary wear and tear and any abandoned underground cables). Purchaser must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal.

10. Measurement.

- a. **Meter.** The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). Purchaser shall have access to the metered energy output data via the remote monitoring system installed and maintained by Seller as part of the System.
- b. **Meter Calibration.** Seller shall calibrate the Meter in accordance with manufacturer's recommendations. Notwithstanding the foregoing, Purchaser may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from Purchaser's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then Purchaser may request that Seller calibrate the Meter at Purchaser's cost.

11. Default, Remedies and Damages.

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
- ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
- iii. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or,
- v. in the case of Purchaser as the Defaulting Party only, Purchaser (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) Purchaser pays the Termination Payment determined under Section 3 of **Exhibit 1** within thirty (30) days after written request by Seller; or (B) intentionally prevents Seller from performing any material obligation under this Agreement unless such action by Purchaser is (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Seller.

b. Remedies.

- i. Termination. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing fifteen (15) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement by providing five (5) days prior written notice to the Defaulting Party.

- ii. Damages Upon Termination by Default. Upon a termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the “Termination Payment”):

- (1) Termination Payment. If Seller terminates this Agreement for a Default Event by Purchaser, Purchaser shall pay to Seller a Termination Payment equal to the present value of the reasonably expected cost of the electricity, at the Contract Price, that would have been produced by the System for the remainder of the Term. The Termination Payment determined under this Section 11(b)(iii) cannot be less than zero.

- c. Obligations Following Termination. If Seller terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party.

- i. Reservation of Rights. Except in the case of a termination under Section 11(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 11(b)(ii), nothing in this Section 11 limits either Party’s right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
- ii. Mitigation Obligation. Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce either Party’s obligation to pay the full Termination Payment.
- iii. No Limitation on Payments. Nothing in this Section 11 excuses a Party’s obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

12. Representations and Warranties.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following:
 - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable

bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller the following:

- i. Licenses. (a) Purchaser has title to or a leasehold or other valid property interest in the Premises such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises, and (c) if Purchaser does not own the Premises or any Improvement on which the System is to be installed, Purchaser has obtained all required consents from the owner of the Premises and/or Improvements, as the case may be, to grant the Licenses to Seller so that Seller may perform its obligations under this Agreement.
- ii. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
- iii. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- iv. Limit on Use. No portion of the electricity generated by the System shall be used to heat a swimming pool.

c. Seller's Warranties.

- i. If Seller damages any part of the Premises or any Improvement (including roof damages during installation), Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.

d. NO OTHER WARRANTY. THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(c) OF THIS AGREEMENT ARE PURCHASER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT. THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(b) OF THIS AGREEMENT ARE SELLER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(b), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT.

13. Insurance.

- a. Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:

 - i. Seller's Insurance. Seller shall maintain or ensure the following is maintained (a) property insurance on the System for the replacement cost thereof, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law. Seller's coverage may be provided as part of an enterprise insurance program.
 - ii. Purchaser's Insurance. Purchaser shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b. Policy Provisions.** Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- c. Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve

the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

- d. **Deductibles**. Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

14. **Ownership; Option to Purchase.**

a. **Ownership of System.**

- i. **Ownership; Personal Property.** Throughout the Term, Seller shall be the legal and beneficial owner of the System, and all Incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. **Notice to Purchaser Lienholders.** Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- iii. **Fixture Disclaimer.** If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Purchaser is not the fee owner, Purchaser shall make reasonable efforts to obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.
- iv. **SNDA.** Upon request, Purchaser shall deliver to Seller a subordination and non-disturbance agreement in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Purchaser), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.

- v. Eviction Notice. To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.

b. Option to Purchase.

- i. Option Upon Expiration of Term. At the end of the Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the Term, and the purchase shall be completed prior to the end of the Term.
- ii. Fair Market Value. The "**Fair Market Value**" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally or regionally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.
- iii. Title Transfer; Warranties; Manuals. Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms. Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 19(d) and any warranties provided by Seller as mutually agreed upon by the Parties, Seller will have no further liabilities or obligations hereunder for the System.

15. Indemnification and Limitations of Liability.

- a. General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party’s and its affiliates’ respective directors, officers, shareholders, partners, members, agents and employees (collectively, the “**Indemnified Parties**”), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from (1) any Claim (as defined in Section 15(b) relating to the Indemnifying Party’s breach of any representation or warranty set forth in Section 12 or (2) injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(c).
- b. Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 15(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.
- c. Environmental Indemnification.**
- i. Seller Indemnity.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent

deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.

- ii. Purchaser Indemnity. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Purchaser or any of its contractors, agents or employees.
- iii. Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. Limitations on Liability.

- i. No Consequential Damages. Except with respect to indemnification of third-party claims pursuant to this Section 15, a Party's breach of its confidentiality obligations hereunder, or a Party's gross negligence or willful misconduct, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment shall be deemed to be direct, and not indirect or consequential damages for purpose of this Section 15(d)(i)
- ii. Actual Damages. Except with respect to indemnification of Claims pursuant to this Section 15, a Party's breach of its confidentiality obligations hereunder, or a Party's gross negligence or willful misconduct, each Party's aggregate liability under this Agreement arising out of or in connection with its performance or non-performance of this Agreement cannot exceed an amount equal to five (5) times the total payments made (and, as applicable, projected to be made) by Purchaser under this

Agreement. The provisions of this Section 15(d)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

- e. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

16. Change in Law.

- a. **Impacts of Change in Law.** If a Party determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on such Party's rights, entitlement, obligations or costs under this Agreement, then such Party may so notify the other Party in writing of such Change in Law. Within thirty (30) days following receipt by the other Party of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then the affected Party may terminate this Agreement, and Seller shall remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination (which does not include the Termination Payment).
- b. **Illegality or Impossibility.** If a Change in Law renders this Agreement, or a Party's performance of this Agreement, either illegal or impossible, then such affected Party may terminate this Agreement immediately upon notice to the other Party without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination (which does not include the Termination Payment).
- c. **"Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

17. Assignment and Financing.

- a. **Assignment.**
 - i. **Restrictions on Assignment.** Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

ii. Permitted Assignments. Notwithstanding Section 17(a)(i):

1. Seller may, without the prior written consent of Purchaser but with the prior written notice to Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument on terms satisfactory to Purchaser; and
2. Purchaser may, by providing prior notice to Seller, assign this Agreement:
 - a. to an affiliate of Purchaser or a purchaser of the Premises; provided, that, Purchaser is not released from liability hereunder by reason of the assignment unless the assignee assumes Purchaser's obligations hereunder by binding written instrument on terms satisfactory to Seller, including as to the assignee's creditworthiness; and
 - b. to an assignee that has an Investment Grade credit rating at the time of the assignment. "**Investment Grade**" means the assignee has a long-term unsecured debt rating from Moody's or S&P of at least Baa3 from Moody's and/or at least BBB- from S&P.

iii. Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.

- b. **Financing.** The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a "**Financing Party**") in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

- c. **Termination Requires Consent.** Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

18. Confidentiality.

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures.** Notwithstanding Section 18(a):
 - i. a Party may provide such Confidential Information to its affiliates and to its and its affiliates’ respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, “Representatives”), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
 - ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party’s efforts to limit the disclosure to the extent permitted by applicable law.
- c. **Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party’s option) after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the

receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.

- d. **Goodwill and Publicity.** Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Seller is entitled to place signage on the Premises reflecting its association with the System only with the prior written approval of Purchaser as to both the contents and location of the signage on the Premises.

19. **General Provisions**

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “**dollar**” and the “**\$**” sign refer to United States dollars.
- b. **Choice of Law; Dispute Resolution.** The law of the state where the System is located governs all matters arising out of this Agreement without giving effect to conflict of laws principles.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses

set forth in this Agreement or such other address as either Party may specify in writing.

- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, either Party may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with Section 9 of this Agreement.
- h. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- i. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- j. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and

supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.

- k. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- l. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.
- m. **Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

End of Exhibit 3

Exhibit 4
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of that certain Solar Power Purchase Agreement (the “**Agreement**”), made effective as of _____, _____, and entered into by and between Entity 1 (“**Purchaser**”) and Entity 2 (“**Seller**”), notice is hereby given that such Agreement includes the grant of License to Seller, pursuant to the terms of the Agreement. This notice may be executed in counterparts by the parties to the Agreement.

Parties to the Agreement:

Seller: Address 2
 Attn: Contact 2

Purchaser: Address 1
 Attn: Contact 1

Date of Execution of Agreement: _____, _____

Description of Premises: See **Exhibit 4, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twenty-fifth (25th) anniversary of the Effective Date (as that term is defined in the Agreement) occurs, subject to any early termination pursuant to the terms of the Agreement.

IN WITNESS WHEREOF, this Memorandum has been executed on this _____ day of _____, _____.

Entity 2

By: _____
Print Name: _____
Title: _____

Entity 1

By: _____
Print Name: _____
Title: _____

Exhibit 4, Attachment A
Description of Premises

DRAFT

Solar System Installation and Power Purchase Agreement

This Solar System Installation and Power Purchase Agreement (this “**Agreement**”) is entered into by and between the City of Wayzata, Minnesota, a municipal corporation (the “City”) and BH-Wayzata Solar LLC, a Minnesota limited liability company (the “Solar Provider”)~~the parties listed below~~ (each a “**Party**” and collectively the “**Parties**”) as of **DATE** (the “**Effective Date**”) for the installation, maintenance, and operation by Solar Provider of a solar energy system on and around certain buildings owned by the City and the purchase by the City of one hundred percent (100%) of the power generated by the System.

~~Seller~~Solar Provider: BH-Wayzata Solar LLC

Attn: Griffin Dooling
121 Cheshire Lane, Ste 500
Minnetonka, MN 55305

(952) 944-5900
wayzata@bluehorizonenergy.com

~~Purchaser~~City: City of Wayzata, Minnesota

Attn: **TBD** City Manager
Wayzata City Hall
600 East Rice Street
Wayzata, MN 55391

ADDRESS

CONTACT
CONTACT

This Agreement ~~sets forth~~includes all of the terms and conditions for the installation, maintenance, and operation by Solar Provider, and for ~~of~~ the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) ~~and to be~~ installed on and adjacent to the real property ~~comprising of the Purchaser City’s premises~~ described or depicted in **Schedule B to Exhibit 2** (the “**Premises**”), including ~~any the~~ buildings and other improvements on the Premises other than the System (the “**Improvements**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- | | |
|------------------|---|
| Exhibit 1 | Pricing |
| Exhibit 2 | System Description, Delivery Point and Premises |
| Exhibit 3 | General Terms and Conditions |
| Exhibit 4 | Form of Memorandum of License |

~~Purchaser~~City: City of Wayzata
LLC

~~Seller~~Solar Provider: BH-Wayzata Solar

Signature: _____
Printed Name: _____ Jeffrey Dahl
Title: _____ City Manager
Date: _____

Signature: _____
Printed Name: Griffin Dooling
Title: CEO
Date: _____

Signature: _____
Printed Name: Johanna Mouton
Title: Mayor
Date: _____

DRAFT

DRAFT

Exhibit 1

License for System and Pricing ~~& Lease Option~~

1. **Term:** The License granted by the City for System on the Premises and the City's commitment to purchase one hundred percent (100%) of the power generated by the System, all on the terms of this Agreement, shall be Twenty-Five years, beginning on the Commercial Operation Date, unless terminated earlier according to the terms of this Agreement (the "Term").
2. **Contract Price:** The price ~~Contract Price~~ paid by the City during the Term for the energy produced and delivered by the System (the "Contract Price") shall be according to the following schedule ~~shall comprise a payment for Power:~~

a. ~~Contract Price for Power:~~

Year	\$ / kWh
Year 1	\$ 0.0953
Year 2	\$ 0.0974
Year 3	\$ 0.0995
Year 4	\$ 0.1018
Year 5	\$ 0.1041
Year 6	\$ 0.1064
Year 7	\$ 0.1088
Year 8	\$ 0.1113
Year 9	\$ 0.1139
Year 10	\$ 0.1166
Year 11	\$ 0.0984
Year 12	\$ 0.1012
Year 13	\$ 0.1041
Year 14	\$ 0.1071
Year 15	\$ 0.1102
Year 16	\$ 0.1134
Year 17	\$ 0.1166
Year 18	\$ 0.1200
Year 19	\$ 0.1234
Year 20	\$ 0.1270
Year 21	\$ 0.1307
Year 22	\$ 0.1345
Year 23	\$ 0.1384
Year 24	\$ 0.1424
Year 25	\$ 0.1465

DRAFT

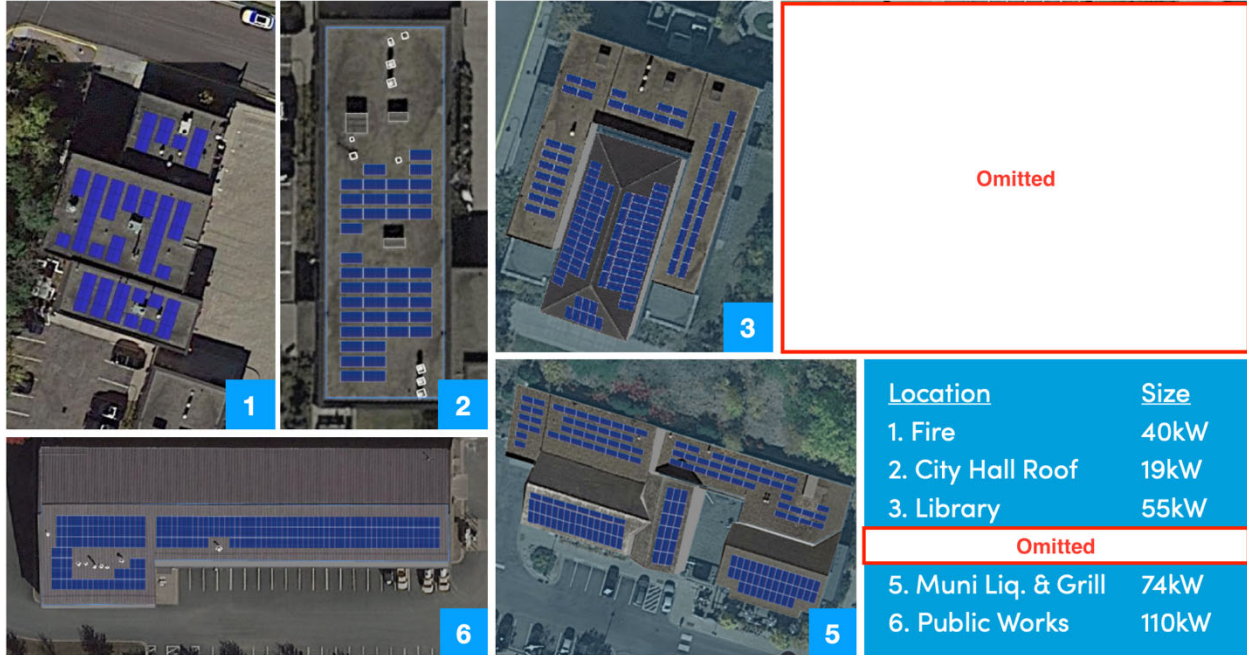
Exhibit 2

Schedule A: System Description, Delivery Point and Premises

1. System Location(s):
 - a. Parcel 0611722240059 in Hennepin County, MN (City of Wayzata, MN).
 - i. City Hall, Fire Station, Library, and Police Station.
 - b. Parcel 0111723220004 in Hennepin County, MN (City of Wayzata, MN).
 - i. Public Works.
 - c. Parcel 0611722420082 in Hennepin County, MN (City of Wayzata, MN).
 - i. Municipal Bar & Grill and Municipal Liquor Store.
2. System Size: 0.28 MWdc / 0.19 MWac, with fixed-tilt ground mount or roof mount racking. Note: Final system size may be modified based on site conditions if necessary.
3. Expected First Year Energy Production: 350,000 kWh
4. Interconnecting Utility: Xcel Energy
5. Delivery Point and Premises: Schedule B to this **Exhibit 2** contains one or more drawings or images depicting:
 - b.a.** Premises, including the Improvements (as applicable);
 - e.b.** Proposed System location;
 - d.c.** Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
 - e.d.** Access points needed for **SellerSolar Provider** to install and service the System (building access, electrical room, stairs etc.); and
 - f.e.** Construction assumptions (if any).

Exhibit 2

Schedule B: Preliminary System Layout and Premises



DRAFT

Exhibit 3: Table of Contents

	Page
1. Purchase and Sale of Electricity	1
2. Term and Termination	1
3. Billing and Payment; Taxes	1
4. RECs and Incentives	2
5. Project Completion	2
6. Installation, Operation and Maintenance	4
7. Miscellaneous Rights and Obligations of the Parties	6
8. Relocation of System	8
9. Removal of System upon Termination or Expiration	8
10. Measurement	8
11. Default, Remedies and Damages	9
12. Representations and Warranties	11
13. Insurance	13
14. Ownership; Option to Purchase	14
15. Indemnification and Limitations of Liability	15
16. Change in Law	18
17. Assignment and Financing	18
18. Confidentiality	20
19. General Provisions	21

Exhibit 3

General Terms and Conditions

1. **Purchase and Sale of Electricity.** ~~Purchaser~~City shall purchase from ~~Seller~~Solar Provider, and ~~Seller~~Solar Provider shall sell to ~~Purchaser~~City, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to ~~Purchaser~~City at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to ~~Purchaser~~City from ~~Seller~~Solar Provider at the Delivery Point. ~~Purchaser~~City may purchase electricity for the Premises from other sources to the extent ~~Purchaser~~City's electricity consumption requirements at the Premises exceed the output of the System.
2. **Term and Termination.**
 - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 6) and continues for the duration of the Term, unless earlier terminated as provided for in this Agreement.
 - b. **Additional Terms.** The Parties may agree in writing to extend this Agreement for one or more additional terms at a Contract Price and term length to be agreed upon by the Parties.
 - c. **Preconstruction Termination.** If, for any reason, ~~Seller~~Solar Provider or City determines prior to the Commercial Operation Date that the System is no longer viable or economic, then ~~Seller~~Solar Provider or City shall be entitled to terminate this Agreement upon _____ days advance written notice to the other, without penalty and both ~~Seller~~Solar Provider and ~~Purchaser~~City shall be released from their obligations herein.
3. **Billing and Payment; Taxes.**
 - a. **Monthly Charges.** ~~Purchaser~~During the Term, City shall pay ~~Seller~~Solar Provider monthly for the electricity generated by the System and delivered to the Delivery Point at the rate shown in **Exhibit 1** (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 11), plus ~~Seller~~Solar Provider's share of any applicable PV Demand Credit credits in accordance with the rates defined in Exhibit 1.
 - b. **Monthly Invoices.** ~~Seller~~Solar Provider shall invoice ~~Purchaser~~City monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, ~~Purchaser~~City under this Agreement, and (iii) the total amount due from ~~Purchaser~~City.

c. **Payment Terms.** All undisputed amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within ~~such thirty~~sixty (~~30~~) days ~~period following receipt of invoice~~ shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.

d. **Taxes.**

i. **PurchaserCity's Taxes.** ~~PurchaserCity is~~ shall be responsible for payment of, or reimbursement of ~~SellerSolar Provider~~, for (1) all taxes assessed on the generation, sale, delivery, or consumption of electricity produced by the System, (2) all property taxes assessed upon the System, if any.

ii. **SellerSolar Provider's Taxes.** ~~SellerSolar Provider~~ is responsible for payment of income taxes or similar taxes imposed on ~~SellerSolar Provider's~~ revenues due to the sale of electricity under this Agreement and any other taxes related to the purchase, installation, operation, and maintenance System ("~~SellerSolar Provider's~~ Taxes").

4. **RECs and Incentives.** The System shall be owned by the Solar Provider. As the owner of the System, ~~SellerSolar Provider~~ is entitled to the benefit of, and will retain all ownership interests in any Incentives, including all RECs. ~~PurchaserCity~~ shall reasonably cooperate as necessary with ~~SellerSolar Provider~~ in obtaining, securing and transferring any and all Incentives. ~~PurchaserCity~~ is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by ~~SellerSolar Provider~~. ~~PurchaserCity~~ shall not knowingly and purposely make any filing or statements inconsistent with ~~SellerSolar Provider's~~ ownership interests in the Incentives. If any Incentives are paid or delivered directly to ~~PurchaserCity~~, ~~PurchaserCity~~ shall promptly pay or deliver such items or amounts to ~~SellerSolar Provider~~.

"Governmental Authority" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"Incentives" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

“REC” means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

5. **Project Completion** **Development, Permits, Timeline, and Commencement.**

- a. **Project Development.** ~~Seller~~Solar Provider shall use its best efforts to diligently pursue the design, development and installation of the System, ~~subject to Section 11 and the remaining provisions of this Section 5 as provided in this Agreement.~~
- b. **Permits and Approvals.** ~~Seller~~Solar Provider shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an “Approval”):

- i. any zoning, land use and building permits required for ~~Seller~~Solar Provider to construct, install and operate the System; and
- ii. any agreements and approvals from the utility necessary in order to interconnect the System to the utility’s electric distribution system.

~~Purchaser~~City shall cooperate with ~~Seller~~Solar Provider’s reasonable requests to assist ~~Seller~~Solar Provider in obtaining such Approvals, including, without limitation the execution of documents required to be provided by ~~Purchaser~~City to the local utility or other authorities having ~~jurisdiction~~jurisdiction.

- c. **Commencement of Installation.** ~~Seller~~Solar Provider shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within 365 days after the Effective Date, with such period tolled without penalty for any portion of time that the System is under engineering review by Xcel Energy. “Commencement of Installation” means the date that ~~Seller~~Solar Provider’s installation contractor has begun physical installation of the System on the Premises.

d. **Force Majeure.**

- i. **Force Majeure Event.** If either Party is unable to timely perform any of its obligations under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably

practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, at Buyer's election the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.

ii. Extended Force Majeure. If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of one hundred eighty (180) days or more within a twelve (12) month period, then ~~Seller~~[Solar Provider](#) may terminate this Agreement without either Party having further liability under this Agreement except: (a) liabilities accrued prior to termination, and (b) ~~Seller~~[Solar Provider](#) shall remove the System as required under Section 9.

iii. "Force Majeure Event" means any event or circumstance beyond the reasonable control of and without the fault or negligence of ~~Seller~~[Solar Provider](#), including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; failure or unavailability of equipment, supplies or products outside of ~~Seller~~[Solar Provider](#)'s control or due to a Force Majeure Event; pandemic or public health crisis; and any delay, cost increases or other event or condition resulting from or related to the coronavirus (COVID 19) pandemic that was first reported from Wuhan, China on or about December 31, 2019, declared a "Public Health Emergency of International Concern" by the World Health Organization on January 30, 2020, and the related responses of public and private entities and authorities

e. Extension of Time. If ~~Seller~~[Solar Provider](#) is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay, subject to Section 5(d)(ii) above.

f. Commercial Operation. ~~Seller~~[Solar Provider](#) shall notify ~~Purchaser~~[City](#) in writing when it has achieved Commercial Operation (the date of such notice, the "**Commercial Operation Date**"). "**Commercial Operation**" means that the System is mechanically complete, capable of providing electricity to the Delivery

Point at the nameplate capacity specified in **Exhibit 2** and has permission to operate from the relevant Governmental Authority. ~~Seller~~Solar Provider shall provide ~~Purchaser~~City with documentation to evidence that the System is ready to begin Commercial Operation upon ~~Purchaser~~City's reasonable request.

6. Installation, Operation and Maintenance.

- a. **SellerSolar Provider's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, ~~Seller~~Solar Provider shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply with all applicable rules, regulation and local building codes. In addition, ~~Seller~~Solar Provider shall be responsible for ensuring that the power quality and quantity from the System is sufficient to support the ordinary operations of ~~Purchaser~~City's facilities.
- b. **System Design Approval.** ~~Seller~~Solar Provider shall have full responsibility for all design decisions relating to the System, and shall have final approval over the same. Provided, however, that ~~Seller~~Solar Provider (I) shall provide ~~Purchaser~~City an opportunity to review the final design of the System and provide input, if applicable, to such design, and (ii) must obtain the City's written approval for the final design.
- c. **System Repair and Maintenance.** ~~Seller~~Solar Provider may suspend delivery of electricity from the System to the Delivery Point upon reasonable prior written notice to ~~Purchaser~~City for the purpose of maintaining and repairing the System; provided that ~~Seller~~Solar Provider shall use commercially reasonable efforts to (i) minimize any interruption in service to the ~~Purchaser~~City, and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken and completed at ~~Seller~~Solar Provider's sole cost and expense, except that ~~Purchaser~~City shall reimburse ~~Seller~~Solar Provider for the reasonable cost of any repairs or maintenance resulting from damage caused by the negligence or willful misconduct of ~~Purchaser~~City, its agents, employees or contractors.
- d. **Outages.** Upon ~~Purchaser~~City's written request, ~~Seller~~Solar Provider shall take the System off-line for a total of forty-eight (48) daylight hours (as defined by the United States National Weather Service in the area where the System is located) during each Contract Year (each event an "**Outage**" and the forty-eight (48) hour period the "**Outage Allowance**"). The Outage Allowance includes all Outage hours undertaken by ~~Seller~~Solar Provider for maintenance or repairs for which ~~Purchaser~~City is responsible pursuant to Section 6(e) or requested by ~~Purchaser~~City under this Section 6(d) (other than due to the fault or negligence of ~~Seller~~Solar Provider). ~~Purchaser~~City's request shall be delivered at least forty-eight (48) hours in advance. ~~Purchaser~~City is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance.

- e. **Maintenance of Premises.** ~~Purchaser~~City shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair, which shall mean to the standards presently followed by the City. ~~Purchaser~~City, to the extent within its reasonable control, (i) shall ensure that the Premises remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises from the local utility. ~~Purchaser~~City shall properly maintain in full working order and good repair, the electrical infrastructure on the ~~Purchaser~~City's side of the Delivery Point, including all of ~~Purchaser~~City's equipment that utilizes the System's outputs. ~~Purchaser~~City shall use commercially reasonable efforts to cooperate with ~~Seller~~Solar Provider to comply with any technical standard of the utility providing electrical power to the ~~Purchaser~~City, and does not need to receive permission to operate from the utility.
- f. **No Alteration of Premises.** Not less than thirty (30) days prior to making any alterations, repairs (except for emergency repairs) or any Improvement to the Premises that will adversely affect the operation and maintenance of the System, ~~Purchaser~~City shall inform ~~Seller~~Solar Provider in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by ~~Seller~~Solar Provider within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement results in a permanent and material adverse economic impact on the System, ~~Purchaser~~City may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, ~~Seller~~Solar Provider shall perform such disconnection or removal and any re-connection or re-installation of the System at ~~Purchaser~~City's cost,. ~~Seller~~Solar Provider shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.
7. **~~Miscellaneous~~ Grant of License for System; Other Rights and Obligations of the Parties.**
- a. **~~Access Rights~~License for System on Premises.** ~~Purchaser~~City hereby grants to ~~Seller~~Solar Provider and to ~~Seller~~Solar Provider's authorized agents, employees, contractors and the utility that are exercising a right or carrying out an obligation of Solar Provider under this Agreement, a non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the areas of the Premises shown on Exhibit 2 Schedule B from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement (the "License Term"), for the purposes of performing all of ~~Seller~~Solar Provider's obligations and enforcing all of ~~Seller~~Solar Provider's rights set forth in this Agreement and otherwise as reasonably required by ~~Seller~~Solar Provider in order to effectuate the purposes of this Agreement and for purposes of the installation, operation, use and maintenance of the System on the Premises during the License Term. ~~Seller~~Solar Provider and its employees, agents and contractors must comply with ~~Purchaser~~City's policies and site safety and security requirements when on the Premises during the License Term and shall

not unreasonably interfere with the normal business operations of PurchaserCity. During the License Term, PurchaserCity ~~shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and~~ shall not intentionally interfere or intentionally permit any third parties under PurchaserCity's control to interfere with such rights or access. The term of the License shall ~~be irrevocable duringrun concurrently with~~ the ~~License~~-Term. At the request of SellerSolar Provider, PurchaserCity shall execute a memorandum of License in form and substance set forth in **Exhibit 4**, and SellerSolar Provider may record such memorandum of License with the appropriate land registry or recorder's office.

- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** PurchaserCity shall maintain the physical security of the Premises and Improvements in a manner to the standards presently followed by the City~~to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.~~
- d. **Insolation.** PurchaserCity acknowledges that unobstructed access to sunlight ("Insolation") is essential to SellerSolar Provider's performance of its obligations and a material term of this Agreement. PurchaserCity shall not, to the extent within its reasonable control, cause or permit any interference with the System's Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System's Insolation. If PurchaserCity discovers any activity or condition that could diminish the Insolation of the System, PurchaserCity shall promptly notify SellerSolar Provider and cooperate with SellerSolar Provider in preserving and restoring the System's Insolation levels as they existed on the Effective Date.
- e. **Use and Payment of Contractors and Subcontractors.** SellerSolar Provider shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. Specifically, SellerSolar Provider shall contract with Blue Horizon Energy LLC, or its affiliates, to design, construct, and operate the System. However, SellerSolar Provider shall be responsible for the quality of the work performed by its contractors and subcontractors. SellerSolar Provider shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to SellerSolar Provider under this Agreement.
- f. **Liens.**
 - i. **Lien Obligations.** PurchaserCity shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge,

security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow ~~Seller~~[Solar Provider](#) access to the Premises, (each a "Lien") on or with respect to the System. ~~Seller~~[Solar Provider](#) shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which ~~Seller~~[Solar Provider](#) is permitted by law to place on the Premises due to non-payment by ~~Purchaser~~[City](#) of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.

- ii. Lien Indemnity. Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against such other Party's property as a result of the indemnifying Party's breach of its obligations under Section 7(f)(i).

8. Relocation of System.

If, during the Term, ~~Purchaser~~[City](#) ceases to conduct business operations at the Premises or vacates the Premises; the Premises have been destroyed; or the ~~Purchaser~~[City](#) is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by ~~Seller~~[Solar Provider](#)), ~~Purchaser~~[City](#) may propose in writing the relocation of the System, at ~~Purchaser~~[City](#)'s cost, in lieu of termination of the Agreement ~~by Seller for a Default Event by Purchaser~~. If such proposal is practically feasible and preserves the economic value of the agreement for ~~Seller~~[Solar Provider](#), the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of ~~Purchaser~~[City](#)'s proposal, ~~Seller~~[either party](#) may terminate this Agreement pursuant to [provisions hereof](#) ~~Section 11(b)(ii)~~.

9. Removal of System upon Termination or Expiration.

Upon the expiration or earlier termination of this Agreement (provided ~~Purchaser~~[City](#) does not exercise its purchase option under Section 14(b)), ~~Seller~~[Solar Provider](#) shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than ninety (90) days after the expiration of the Term. The portion of the Premises where the System is located shall be returned to substantially its original condition (excluding ordinary wear and tear and any abandoned underground cables).

PurchaserCity must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal.

10. Measurement.

- a. Meter. The System's electricity output during the Term shall be measured by SellerSolar Provider's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). PurchaserCity shall have access to the metered energy output data via the remote monitoring system installed and maintained by SellerSolar Provider as part of the System.
- b. Meter Calibration. SellerSolar Provider shall calibrate the Meter in accordance with manufacturer's recommendations. Notwithstanding the foregoing, PurchaserCity may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from PurchaserCity's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then PurchaserCity may request that SellerSolar Provider calibrate the Meter at PurchaserCity's cost.

11. Default, Remedies and Damages.

- a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
 - iii. any representation or warranty given by a Party in or under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other

similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or,

- v. in the case of **PurchaserCity** as the Defaulting Party only, **PurchaserCity** (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) **PurchaserCity** pays the Termination Payment determined under Section 3 of **Exhibit 1** within thirty (30) days after written request by **SellerSolar Provider**; or (B) intentionally prevents **SellerSolar Provider** from performing any material obligation under this Agreement unless such action by **PurchaserCity** is (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from **SellerSolar Provider**.

b. Remedies.

- i. Termination. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing fifteen (15) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement by providing five (5) days prior written notice to the Defaulting Party.
- ii. Damages Upon Termination by Default. Upon a termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):
 - (1) Termination Payment. If **SellerSolar Provider** terminates this Agreement for a Default Event by **PurchaserCity**, **PurchaserCity** shall pay to **SellerSolar Provider** a Termination Payment equal to the present value of the reasonably expected cost of the electricity, at the Contract Price, that would have been produced by the System for the remainder of the Term. The Termination Payment determined under this Section 11(b)(iii) cannot be less than zero.

c. Obligations Following Termination. If **SellerSolar Provider** terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, **SellerSolar Provider** shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party.

- i. Reservation of Rights. Except in the case of a termination under Section 11(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 11(b)(ii), nothing in this Section 11 limits either Party's right to pursue any remedy under this Agreement, at law or in

equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.

- ii. Mitigation Obligation. Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce either Party's obligation to pay the full Termination Payment.
- iii. No Limitation on Payments. Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to PurchaserCity but for a PurchaserCity breach or Default Event.

12. Representations and Warranties.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following:

- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation (or in the case of the City, its existence as a municipal corporation); the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary ~~corporate, partnership or limited liability company~~ actions of such Party's governing authority, as applicable, and with respect to such Party, does not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable law, including bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ~~ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.~~

- b. PurchaserCity's Representations and Warranties. PurchaserCity represents and warrants to SellerSolar Provider the following:

- i. Licenses. (a) PurchaserCity has title to or a leasehold or other valid property interest in the Premises such that PurchaserCity has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to PurchaserCity or the Premises and is not inconsistent with and will not result in a breach or default under any

agreement by which ~~Purchaser~~City is bound or that affects the Premises, and (c) if ~~Purchaser~~City does not own the Premises or any Improvement on which the System is to be installed, ~~Purchaser~~City has obtained all required consents from the owner of the Premises and/or Improvements, as the case may be, to grant the Licenses to ~~Seller~~Solar Provider so that ~~Seller~~Solar Provider may perform its obligations under this Agreement.

- ii. Other Agreements. Neither the execution and delivery of this Agreement by ~~Purchaser~~City nor the performance by ~~Purchaser~~City of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which ~~Purchaser~~City is a party or by which ~~Purchaser~~City is bound.
- iii. ~~Purchaser~~City Status. ~~Purchaser~~City is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- iv. Limit on Use. No portion of the electricity generated by the System shall be used to heat a swimming pool.

c. ~~Seller~~Solar Provider's Warranties.

- i. If ~~Seller~~Solar Provider damages any part of the Premises or any Improvement (including roof damages during installation), ~~Seller~~Solar Provider shall repair or reimburse ~~Purchaser~~City for such damage, as agreed by the Parties.
- ~~ii.~~ Solar Provider has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

d. **NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(c) OF THIS AGREEMENT ARE ~~PURCHASER'S~~CITY'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT. THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(b) OF THIS AGREEMENT ARE ~~SELLER'S~~SOLAR PROVIDER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT

OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(b), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT.

13. Insurance.

- a. **Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:
- i. **SellerSolar Provider's Insurance.** SellerSolar Provider shall maintain or ensure the following is maintained (a) property insurance on the System for the replacement cost thereof, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law. SellerSolar Provider's coverage may be provided as part of an enterprise insurance program.
 - ii. **PurchaserCity's Insurance.** PurchaserCity shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b. **Policy Provisions.** Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- c. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- d. **Deductibles.** Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

14. Ownership; Option to Purchase.

a. Ownership of System.

- i. Ownership; Personal Property. Throughout the Term, ~~Seller~~Solar Provider shall be the legal and beneficial owner of the System, and all Incentives, and the System will remain the personal property of ~~Seller~~Solar Provider and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the ~~Seller~~Solar Provider and ~~Purchaser~~City agree that the ~~Seller~~Solar Provider is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. Notice to ~~Purchaser~~City Lienholders. ~~Purchaser~~City shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, ~~Purchaser~~City shall provide a disclaimer or release from such lienholder.
- iii. Fixture Disclaimer. If ~~Purchaser~~City is the fee owner of the Premises, ~~Purchaser~~City consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If ~~Purchaser~~City is not the fee owner, ~~Purchaser~~City shall make reasonable efforts to obtain such consent from such owner. For the avoidance of doubt, in either circumstance ~~Seller~~Solar Provider has the right to file such disclaimer.
- iv. SNDA. Upon request, ~~Purchaser~~City shall deliver to ~~Seller~~Solar Provider a subordination and non-disturbance agreement in a form mutually acceptable to ~~Seller~~Solar Provider and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by ~~Purchaser~~City), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.
- v. Eviction Notice. To the extent that ~~Purchaser~~City does not own the Premises or any Improvement on which the System is installed, ~~Purchaser~~City shall provide to ~~Seller~~Solar Provider immediate written notice of receipt of notice of eviction from the Premises or applicable Improvement or termination of ~~Purchaser~~City's lease of the Premises and/or Improvement.

b. Option to Purchase.

- i. Option Upon Expiration of Term. At the end of the Term, so long as ~~PurchaserCity~~ is not in default under this Agreement, ~~PurchaserCity~~ may purchase the System from ~~SellerSolar Provider~~ on any such date for a purchase price equal to the Fair Market Value of the System as of the date of the transfer of title to the System. ~~PurchaserCity~~ shall notify ~~SellerSolar Provider~~ of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the Term, and the purchase shall be completed prior to the end of the Term.
- ii. Fair Market Value. The “Fair Market Value” of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after ~~PurchaserCity~~ has delivered to ~~SellerSolar Provider~~ a notice of its intent to purchase the System, the Parties shall select a nationally or regionally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.
- iii. Title Transfer; Warranties; Manuals. ~~SellerSolar Provider~~ shall transfer good title to the System to ~~PurchaserCity~~ upon ~~SellerSolar Provider~~’s receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. ~~SellerSolar Provider~~ will assign to ~~PurchaserCity~~ any manufacturer’s warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms. ~~SellerSolar Provider~~ shall also provide ~~PurchaserCity~~ all System operation and maintenance manuals and logs in ~~SellerSolar Provider~~’s possession and provide ~~PurchaserCity~~ basic training on the operation and maintenance of the System upon ~~PurchaserCity~~’s reasonable request. Upon purchase of the System, ~~PurchaserCity~~ shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any ~~SellerSolar Provider~~ obligations that survive termination under Section 19(d) and any warranties provided by ~~SellerSolar Provider~~ as mutually agreed upon by the Parties, ~~SellerSolar Provider~~ will have no further liabilities or obligations hereunder for the System.

15. Indemnification and Limitations of Liability.

- a. General. Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party’s and its affiliates’ respective directors, officers, shareholders, partners, members, agents and employees (collectively, the “Indemnified Parties”), from and against any loss,

damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from (1) any Claim (as defined in Section 15(b) relating to the Indemnifying Party's breach of any representation or warranty set forth in Section 12 or (2) injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(c).

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 15(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.**

- i. **SellerSolar Provider Indemnity.** SellerSolar Provider shall indemnify, defend and hold harmless all of PurchaserCity's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent deposited, spilled or otherwise caused by SellerSolar Provider or any of its contractors, agents or employees.
- ii. **PurchaserCity Indemnity.** PurchaserCity shall indemnify, defend and hold harmless all of SellerSolar Provider's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on,

above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by ~~Purchaser~~City or any of its contractors, agents or employees.

- iii. Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. “**Hazardous Substance**” means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. No Consequential Damages. Except with respect to indemnification of third-party claims pursuant to this Section 15, a Party’s breach of its confidentiality obligations hereunder, or a Party’s gross negligence or willful misconduct, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment shall be deemed to be direct, and not indirect or consequential damages for purpose of this Section 15(d)(i)
- ii. Actual Damages. Except with respect to indemnification of Claims pursuant to this Section 15, a Party’s breach of its confidentiality obligations hereunder, or a Party’s gross negligence or willful misconduct, each Party’s aggregate liability under this Agreement arising out of or in connection with its performance or non-performance of this Agreement cannot exceed an amount equal to five (5) times the total payments made (and, as applicable, projected to be made) by ~~Purchaser~~City under this Agreement. The provisions of this Section 15(d)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

- e. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

16. Change in Law.

- a. **Impacts of Change in Law.** If a Party determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on such Party's rights, entitlement, obligations or costs under this Agreement, then such Party may so notify the other Party in writing of such Change in Law. Within thirty (30) days following receipt by the other Party of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then the affected Party may terminate this Agreement, and ~~Seller~~[Solar Provider](#) shall remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination (which does not include the Termination Payment).
- b. **Illegality or Impossibility.** If a Change in Law renders this Agreement, or a Party's performance of this Agreement, either illegal or impossible, then such affected Party may terminate this Agreement immediately upon notice to the other Party without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination (which does not include the Termination Payment).
- c. **"Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

17. Assignment and Financing.

a. Assignment.

- i. **Restrictions on Assignment.** ~~Subject to the remainder of this Section 17(a),~~ [This Agreement and/or any right or obligation herein](#) may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

ii. ~~Permitted Assignments.~~ Notwithstanding Section 17(a)(i):

1. ~~Seller may, without the prior written consent of Purchaser but with the prior written notice to Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument on terms satisfactory to Purchaser; and~~
2. ~~Purchaser may, by providing prior notice to Seller, assign this Agreement:~~
 - a. ~~to an affiliate of Purchaser or a purchaser of the Premises; provided, that, Purchaser is not released from liability hereunder by reason of the assignment unless the assignee assumes Purchaser's obligations hereunder by binding written instrument on terms satisfactory to Seller, including as to the assignee's creditworthiness; and~~
 - b. ~~to an assignee that has an Investment Grade credit rating at the time of the assignment. "Investment Grade" means the assignee has a long term unsecured debt rating from Moody's or S&P of at least Baa3 from Moody's and/or at least BBB from S&P.~~

~~iii.ii.~~ Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of ~~Seller~~Solar Provider.

- b. **Financing.** The Parties acknowledge that ~~Seller~~Solar Provider may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a "Financing Party") in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of ~~Seller~~Solar Provider's financing arrangements and in addition to any other rights or entitlements of ~~Seller~~Solar Provider under this Agreement, ~~Purchaser~~City shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by ~~Seller~~Solar Provider or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

- c. **Termination Requires Consent.** ~~Seller~~Solar Provider and ~~Purchaser~~City agree that any right of ~~Seller~~Solar Provider to terminate this Agreement is subject to the prior written consent of any Financing Party.

18. **Confidentiality**~~Intentionally Omitted.~~

- a. ~~**Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information (“Confidential Information”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).~~
- b. ~~**Permitted Disclosures.** Notwithstanding Section 18(a):~~
- i. ~~a Party may provide such Confidential Information to its affiliates and to its and its affiliates’ respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, “Representatives”), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.~~
- ii. ~~Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party’s efforts to limit the disclosure to the extent permitted by applicable law.~~
- c. ~~**Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party’s option) after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the~~

~~receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.~~

- ~~d. **Goodwill and Publicity.** Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Seller is entitled to place signage on the Premises reflecting its association with the System only with the prior written approval of Purchaser as to both the contents and location of the signage on the Premises.~~

19. **General Provisions**

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “**dollar**” and the “\$” sign refer to United States dollars.
- b. **Choice of Law; Dispute Resolution.** The law of the state where the System is located governs all matters arising out of this Agreement without giving effect to conflict of laws principles.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses

set forth in this Agreement or such other address as either Party may specify in writing.

- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If [SellerSolar Provider](#) is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that [SellerSolar Provider](#) does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, either Party may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with Section 9 of this Agreement.
- h. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. [PurchaserCity](#) shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- i. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.

- j. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- k. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- l. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and ~~Seller~~[Solar Provider](#) or ~~Purchaser~~[City](#), and do not imply or create any rights on the part of, or obligations to, any other Person.
- m. **Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

End of Exhibit 3

Exhibit 4
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of that certain Solar System Installation and Power Purchase Agreement (the “**Agreement**”), made effective as of _____, _____, and entered into by and between Entity 1 (“**PurchaserCity**”) and Entity 2 (“**SellerSolar Provider**”), notice is hereby given that such Agreement includes the grant of License to **SellerSolar Provider**, pursuant to the terms of the Agreement. This notice may be executed in counterparts by the parties to the Agreement.

Parties to the Agreement:

SellerSolar Provider: _____ Address 2
Attn: Contact 2

PurchaserCity: _____ Address 1
Attn: Contact 1

Date of Execution of Agreement: _____, _____

Description of Premises: See **Exhibit 4, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twenty-fifth (25th) anniversary of the Effective Date (as that term is defined in the Agreement) occurs, subject to any early termination pursuant to the terms of the Agreement.

IN WITNESS WHEREOF, this Memorandum has been executed on this _____ day of _____, _____.

Entity 2

By: _____
Print Name: _____
Title: _____

Entity 1

By: _____
Print Name: _____
Title: _____

Exhibit 4, Attachment A
Description of Premises

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 8.c
TITLE: Consider Adoption of Resolution 37-2022 Approving Lot Combination, Comprehensive Plan Amendment, and Zoning Map Amendment at 1022 Wayzata Blvd East and Approval of First Reading of Ordinance 816 to Amend the Official Zoning Map of the City to Rezone a Portion of the Property at 1022 Wayzata Blvd East	
PROPOSED MOTION: To Adopt Resolution 37-2022 Approving Lot Combination, Comprehensive Plan Amendment, and Zoning Map Amendment at 1022 Wayzata Boulevard East and Approve First Reading of Ordinance 816 to Amend the Official Zoning Map of the City to Rezone a Portion of the Property at 1022 Wayzata Boulevard East	
PREPARED BY: Valerie Quarles, Assistant Planner	
REVIEWED BY: Emily Goellner, Community Development Director, Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff and the Planning Commission recommend Adoption of Resolution 37-2022 Approving Lot Combination, Comprehensive Plan Amendment, and Zoning Map Amendment at 1022 Wayzata Boulevard East and Approval of the First Reading of Ordinance 816 to Amend the Official Zoning Map of the City to Rezone a Portion of the Property at 1022 Wayzata Boulevard East.

FINANCIAL OR BUDGET CONSIDERATION:

Typical development fees are required for the development application and a subsequent building permit application to renovate the existing building. Since no new lots are created from this lot combination, park dedication fees are not applicable.

BACKGROUND:

The applicant, Reprise Design, has submitted a development application for a Lot Combination, Zoning Map Amendment, and Comprehensive Plan Amendment in order to combine two lots at 1022 Wayzata Boulevard and use the existing gas station building for a retail use.

A public hearing was conducted at the Planning Commission meeting on July 18, 2022. The Planning Commission unanimously recommended approval of the application, with much of the discussion focused on understanding the current application's scope and the review and approval processes associated with any further changes to the site. Please see the attached documents for more context.

ATTACHMENTS:

1. Resolution 37-2022 Approving Lot Combination, Comprehensive Plan Amendment, and Zoning Map Amendment at 1022 Wayzata Blvd E
2. Ordinance 816 Amending the Official Zoning Map of the City to Rezone a Portion of the Property at 1022 Wayzata Blvd E
3. 1022 Wayzata Blvd E - Planning Commission Report and Recommendation
4. 1022 Wayzata Blvd E - Planning Commission Staff Report
5. 1022 Wayzata Blvd E - Application Materials
6. 1022 Wayzata Blvd E - Excerpt from Planning Commission Meeting Minutes

RESOLUTION NO. 37-2022**RESOLUTION APPROVING
LOT COMBINATION, COMP PLAN AMENDMENT, AND ZONING MAP AMENDMENT
AT 1022 WAYZATA BLVD E**

WHEREAS, Reprise Design on behalf of M & Z Holdings, owner of the subject property, (the “Applicant”) has submitted a development application requesting approval of a (i) Lot Combination; (ii) Comprehensive Plan Amendment; and (iii) Zoning Map Amendment to allow for the renovation of an existing building for a new retail business (the “Project”) on the property located at 1022 Wayzata Boulevard E and legally described on Attachment A to this Resolution (the “Property”); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application on July 18, 2022, and adopted a Report and Recommendation to the City Council on August 1, 2022 to approve the requests for approval of the (i) Lot Combination; (ii) Comprehensive Plan Amendment; and (iii) Zoning Map Amendment requested in the Application, 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 hearings, the standards of Wayzata’s Comprehensive Plan and Zoning and Subdivision Ordinances, 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 all of the applicable standards and requirements of Wayzata’s Comprehensive Plan and Zoning and Subdivision Ordinances.

B. Based on the foregoing, the (i) Lot Combination; (ii) Comprehensive Plan Amendment; and (iii) Zoning Map Amendment requested in the Application are hereby **APPROVED**, subject to the following conditions:

1. The Applicant must secure all necessary building permits for construction, and follow all laws and regulations applicable to the Project, including building codes, tree preservation and land use regulations, and City Code and policies applicable to days and times of work, and construction management.
2. The Applicant must dedicate Drainage and Utility Easements required by the City of Wayzata Subdivision Ordinance to be

- reviewed, verified, and approved by the City Engineer/Public Works Director prior to the filing of the Final Plat.
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 16th day of August 2022.

Johanna Mouton, 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 August 16, 2022.

Kathy Leervig, City Clerk
SEAL

Attachments

Legal Description

PC Report and Recommendation

Attachment A
Legal Description

Address	1022 Wayzata Blvd E, Wayzata MN 55391
PID's	0611722410015 and 0611722410016
Legal Description	Parcel 1 (Abstract): That part of Block 45, Minnetonka Arlington Heights, Wayzata, Minn., bounded and described as follows: Commencing at a point where the Easterly line of Huntington Avenue intersects the present Southerly line of Superior Boulevard (formerly known as Wayzata Boulevard); thence in an Easterly direction along the Southerly line of said Superior Boulevard a distance of 125 feet; thence in a Southerly direction on a line parallel with the Easterly line of said Huntington Ave. a distance of 150 feet; thence Westerly on a line parallel with the Southerly line of said Superior Boulevard to a point on the Easterly line of Huntington Ave. 150 feet Southerly of the point of beginning; thence Northerly along the Easterly line of said Huntington Ave. to the place of beginning, Hennepin County, Minnesota. Parcel 2 (Torrens): That part of Block 45, "Minnetonka Arlington Heights", described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of Said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning, thence North 88 degrees 08 minutes East to the actual point of beginning.
Abstract or Torrens?	Abstract and Torrens
Certificate No.	1507179

Attachment B
PC Report and Recommendation

DRAFT

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA

DRAFT ORDINANCE NO. 816

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY
TO REZONE A PORTION OF THE PROPERTY AT 1022 WAYZATA BOULEVARD E
IN CONNECTION WITH A LOT COMBINATION**

THE CITY OF WAYZATA ORDAINS:

Section 1. Zoning Map Amendment

- 1.1. Rezoning. Based upon City Council Resolution 37-2022 (the “Resolution”), and the definitions therein, the Official Zoning Map of the City of Wayzata is hereby amended to change the Zoning District designation of Parcel 0016 from R3-A Single and Two Family Residential to C-3 Service District to match the zoning designation of Parcel 0015 with which it will be combined pursuant to the Lot Combination.

Section 2. Effective Date

- 2.1 This Ordinance will become effective upon passage and publication.

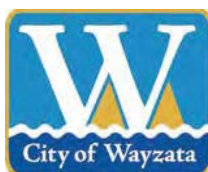
Adopted by the City Council this 16th day of August, 2022.

Johanna Mouton
Mayor

ATTEST:

Jeffrey Dahl
City Manager

First Reading:
Second Reading:
Publication:



WAYZATA PLANNING COMMISSION

August 1, 2022

REPORT AND RECOMMENDATION OF APPROVAL OF LOT COMBINATION, COMP PLAN AMENDMENT, AND ZONING MAP AMENDMENT AT 1022 WAYZATA BLVD E

SUMMARY OF RECOMMENDATION

1. Approval of Lot Combination
 2. Approval of Comprehensive Plan Amendment
 3. Approval of Zoning Ordinance Map Amendment
-

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Project. Reprise Design on behalf of M & Z Holdings, owner of the subject property, (the “Applicant”) has submitted a development application requesting approval of (i) Lot Combination; (ii) Comprehensive Plan Amendment; and (iii) Zoning Map Amendment to allow for the remodeling of an existing building for a new retail business (the “Project”) on the property located at 1022 Wayzata Boulevard E (the “Property”).
- 1.2 Application Requests. The Application includes the following three approval requests:
 - A. Lot Combination: Preliminary and Final Plats under Sec. 1003.02 and 1003.03 of the Subdivision Ordinance to combine the two lots that comprise the Property—the smaller, nonconforming southern parcel (“Parcel 0016”) with the larger northern parcel (“Parcel 0015”) that fronts Wayzata Boulevard (the “Lot Combination”).
 - B. Comprehensive Plan Amendment: A Comprehensive Plan Amendment to change the land use designation for Parcel 0016 of the Property in the Comp Plan’s 2040 Land Use Plan Map from Central Core Residential to Mixed Use Commercial/Residential (the “Comp Plan Amendment”) to match the

designation of Parcel 0015 with which it would be combined under the Lot Combination.

- C. Zoning Map Amendment: A Zoning Ordinance amendment under Sec. 903.02.F to change the zoning of Parcel 0016 from R3-A Single and Two Family Residential to C-3 Service District (the “Zoning Map Amendment”) to match the zoning of Parcel 0015 with which it would be combined under the Lot Combination.

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

Address	PID	Owner
1022 Wayzata Boulevard E	06-117-22-41-0015	M & Z Holdings
1022 Wayzata Boulevard E	06-117-22-41-0016	M & Z Holdings

- 1.4 Land Use. Parcel 0015 of the Property is zoned C-3 Service District and guided Mixed Use Commercial/Residential Parcel under the 2040 Wayzata Comprehensive Plan. Parcel 0016 is zoned R3-A Single and Two Family Residential and guided Central Core Residential under the 2040 Wayzata Comprehensive Plan.
- 1.5 Neighborhood Meeting; Notice and Public Hearing. A neighborhood meeting on the Application was held on June 29, 2022 in accordance with City policy. Notice of a public hearing on the Application was published in the *Sun Sailor* on July 7, 2022. The public hearing notice was also mailed to all property owners located within 500 feet of the Property on July 7, 2022. The public hearing on the Application was held at the July 18, 2022 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Subdivision / Preliminary Plat. Review and approval of lot combinations and subdivisions of property are governed by the City’s Subdivision Ordinance, Part X of City Code. In reviewing such requests, the Planning Commission shall consider possible adverse effects of the preliminary plat. Its judgment shall be based upon, but not limited to, the following factors found in Section 1003.02.E:

1. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.

2. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets.
3. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filing or grading.
4. Existing stands of significant trees shall be retained where possible. Building pads that result from a subdivision or lot combination shall be sensitively integrated into existing trees.
5. The creation of a lot or lots shall not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas.
6. The design of a lot, the building pad, and the site layout shall respond to and be reflective of the surrounding lots and neighborhood character.
7. The lot size that results from a subdivision or lot combination shall not be dissimilar from adjacent lots or lots found in the surrounding neighborhood or commercial area.
8. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of a building proposed on a lot to be divided or combined shall be similar to the characteristics and quality of existing development in the City, a neighborhood or commercial area.
9. The design, scale and massing of buildings proposed on a subdivided or combined lot shall be subject to the architectural guidelines and criteria for the Downtown Architectural District, Commercial and Institutional Architectural Districts, and Residential Architectural Districts and the Design Review Board/City Council review process outline in Section 9 of the Wayzata Zoning Ordinance.
10. The proposed lot layout and building pads shall conform with all performance standards contained herein.
11. The proposed subdivision or lot combination shall not tend to or actually depreciate the values of neighboring properties in the area in which the subdivision or lot combination is proposed.
12. The proposed subdivision or lot combination shall be

accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.

2.2 Comprehensive Plan Amendment.

- A. Amending the Comprehensive Plan. The Planning Commission may recommend to City Council amendments to City's Comprehensive Plan, and City Council may propose amendments to the Planning Commission for review. Before adopting an amendment, the Planning Commission must hold at least one public hearing on the proposed amendment. A proposed amendment may not be acted upon by the City Council until it has received the recommendation of the Planning Commission or until 60 days have elapsed from the date an amendment proposed by the City Council has been submitted to the Planning Commission for its recommendation. A resolution to amend the Comprehensive Plan must be approved by a two-thirds vote of all of the members of City Council. Minn. Stat. Sec. 462.355, subd. 2 and 3. Comprehensive Plan amendments must be submitted to the Metropolitan Council for review of their compatibility and conformity with the Met Council's regional system plans. Minn. Stat. Ch. 473.
- B. Comprehensive Plan Goals and Policies. The Comprehensive Plan has general and specific statements related to neighborhoods, residential, commercial, and institutional land uses in the City. A listing of the vision, principles, and goals of the City's 2040 Comprehensive Plan that are relevant to the Comp Plan Amendment requested include:

1. Land Use:

- As the community continues to support a variety of housing types, access to amenities and services throughout the community should also be monitored.
- Although viewed as primarily a residential community, the working day population welcomes a large number to the community. This commercial tax base helps offset the large percentage of residential land uses. Commercial areas are generally well defined along Lake Street and Wayzata Boulevard. Smaller pockets of mixed neighborhood commercial and residential uses exist north of downtown.
- Throughout the visioning process of the Comprehensive Plan update, the community emphasized the need for a connected community. Mixed-use nodes were identified as a way to strengthen the sense of community and increase walkability throughout the City and provide enhanced connections between the residential neighborhoods and the commercial and recreational areas.

2. Land Use Goals:

- Create connected neighborhoods that provide access to services, housing and recreation for all ages and mobility types.
- Promote a diversity of retail, office, service and residential land uses at a high level of development quality to enhance Wayzata as a regional destination and provide services for residents.
- Provide connectivity within new developments and between existing neighborhoods to promote a sense of community and encourage mobility of all types.
- Support the existing commercial core within the community, and encourage business retention and reinvestment.

3. Future Land Use:

- The Mixed-Use Commercial/Residential category provides for a combination of commercial and residential uses. This mixture of uses can be achieved in many ways, including traditional vertical or horizontal mixed-use on a single lot. Additionally, mixed-use can be achieved on a block level, where individual lot sizes and property characteristics would make multiple uses difficult to implement. In this case, a mixture of uses should be achieved at the block level where, for example, a lot with residential units may be situated next to a lot with commercial uses. Development within this category is anticipated to be approximately 50 percent commercial and office uses and 50 percent residential. Residential uses within the category shall be comprised of multi-family units at a density of at least 10 units per acre. Residential densities of up to 30 units per acre may be considered.
- 1022 Wayzata Boulevard is considered a redevelopment opportunity on Figure 3-5. It is also a part of Stage 2 (2020-2030) to be redeveloped on Figure 3-6.

4. Housing:

- Protect and maintain the character of the existing established neighborhoods within the City, while recognizing that certain areas of the community are more suitable for infill developments.

2.3 Zoning Ordinance Amendment. City Council has the discretion and authority under state law and City Code to amend the City's Zoning Ordinance (Text or Zoning Map). In considering a proposed amendment to the Zoning Ordinance under Sec. 903.02.F of the Zoning Ordinance, the Planning Commission and City Council must consider the possible adverse effects of the proposed amendment. Their judgment shall be based upon (but not limited to) the following factors:

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

Section 3. FINDINGS

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

3.1 Subdivision / Preliminary Plat.

- A. The Planning Commission finds that there would be no significant adverse effects of the Lot Combination based upon the following factors found in Section 1003.02.E:
 - 1. The Lot Combination is consistent with the Wayzata Comprehensive Plan, provided the Comp Plan Amendment is approved.
 - 2. The existing and any potential building pad that results from the Lot Combination does not negatively impact sensitive natural, scenic, historic or community assets due to the required minimum setback requirements of the C-3 zoning district.
 - 3. The existing and any potential building pad that result from the Lot Combination respects natural topography and minimize filing and grading due to the minimum setback requirements of the C-3 zoning district.

4. Trees will be retained where possible. The existing building pad is sensitively integrated into existing trees.
5. The Lot Combination will not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas, and is designed to work within the larger plans for the surrounding area, including the uses along Wayzata Boulevard, and the scale, pattern and character of the adjacent residential, commercial and office areas.
6. The design of the lot, the building pad, and the site layout responds to and is reflective of the surrounding lots and neighborhood character, as noted elsewhere in this Report.
7. The lot size resulting from the Lot Combination is not dissimilar to the nearby commercial lots along Wayzata Boulevard, and would eliminate a nonconforming lot.
8. It is anticipated that the architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of the existing building on the Property would remain the same or be improved under the Project, and be similar to the characteristics and quality of those in the surrounding buildings along Wayzata Boulevard.
9. To the extent the design, scale and massing of the building on the Property changes, it would be required to comply with the applicable criteria of the Wayzata Design Standards.
10. The proposed lot layout and building pad resulting from the Lot Combination would conform to all performance standards contained in the Subdivision Ordinance and eliminate a nonconforming lot.
11. The Lot Combination is not likely to have a negative effect on the values of neighboring properties in the area in which it is proposed.
12. The Lot Combination will be accommodated with existing public services, including those related to transportation and utility systems, and will not overburden the City's service capacity.

3.2 Comprehensive Plan Amendment.

- A. The Planning Commission finds that the Comp Plan Amendment is essentially a factor of the Lot Combination, matching the Comp Plan guidance of the smaller, nonconforming southern parcel ("Parcel 0016") to the larger northern parcel ("Parcel 0015") that fronts Wayzata Boulevard. With respect to the vision, principles, and goals of the City's 2040 Comprehensive Plan that are relevant to the Comp Plan Amendment, the Planning Commission finds as follows:

1. Land Use:

- The Comp Plan Amendment would allow for the improvement and revitalization of a long dormant commercial site on Wayzata Boulevard and thus support access to amenities and services in the community.
- The Comp Plan Amendment would increase the commercial tax base and help offset the large percentage of residential land uses. It would be consistent with the commercial areas that are generally well defined along Wayzata Boulevard.
- The Comp Plan Amendment would allow for new retail and improvements to the Property on Wayzata Boulevard to help support a more connected community and increase walkability and provide enhanced connections between the adjacent residential neighborhoods and the commercial areas along Wayzata Boulevard.

2. Land Use Goals:

- The Comp Plan Amendment would help promote a diversity of retail, office, service and residential land uses at a high level of development quality to enhance Wayzata as a regional destination and provide services for residents.
- The Comp Plan Amendment would help support the existing commercial core along Wayzata Boulevard, and encourage business retention and reinvestment.

3. Future Land Use:

- The Comp Plan Amendment would allow for the redevelopment of 1022 Wayzata Boulevard, which is considered a redevelopment opportunity in the Comp Plan.

4. Housing:

- The Comp Plan Amendment would maintain the character of the existing commercial property and the adjacent established neighborhood.

3.3 Zoning Map Amendment. The Planning Commission has considered all of the factors of Sec. 903.02.F of the Zoning Ordinance and finds that the Zoning Map Amendment would not have any adverse effects that would not be appropriately managed or outweighed by the overall positive effects of the Project, and that it is essentially a factor of the Lot Combination as not elsewhere in this Report. The Zoning Map Amendment meets the applicable standards in that:

- A. The Zoning Map Amendment does not contravene any policies and provisions of the official City Comprehensive Plan, and would instead better implement them as noted elsewhere in this Report.
- B. The Zoning Map Amendment conforms to the present and future land uses within the City, especially as the portion of Wayzata Boulevard nearby is typically commercial in nature.
- C. The Zoning Map Amendment conforms to all performance standards contained in the Zoning Ordinance, and eliminates a nonconforming lot.
- D. The Zoning Map Amendment does not have a negative effect on any areas of the City.
- E. The Zoning Map Amendment does not have any known negative effect on property values in the City.
- F. Traffic generation by the retail use associated with the Project is manageable in relation to capabilities of streets serving the Property.
- G. The Zoning Map Amendment does not negatively impact existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

Section 4. RECOMMENDATION

4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **APPROVAL** of the (i) Lot Combination; (ii) Comprehensive Plan Amendment; and (iii) Zoning Map Amendment, 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, tree preservation and land use regulations, and City Code and policies applicable to days and times of work, and construction management.
- B. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 1st day of August 2022.

Attachments:

Attachment A: Legal Description of Property

Attachment A
Information and Legal Description of Property

Address	1022 Wayzata Blvd E, Wayzata MN 55391
PID's	0611722410015 and 0611722410016
Legal Description	Parcel 1 (Abstract): That part of Block 45, Minnetonka Arlington Heights, Wayzata, Minn., bounded and described as follows: Commencing at a point where the Easterly line of Huntington Avenue intersects the present Southerly line of Superior Boulevard (formerly known as Wayzata Boulevard); thence in an Easterly direction along the Southerly line of said Superior Boulevard a distance of 125 feet; thence in a Southerly direction on a line parallel with the Easterly line of said Huntington Ave. a distance of 150 feet; thence Westerly on a line parallel with the Southerly line of said Superior Boulevard to a point on the Easterly line of Huntington Ave. 150 feet Southerly of the point of beginning; thence Northerly along the Easterly line of said Huntington Ave. to the place of beginning, Hennepin County, Minnesota. Parcel 2 (Torrens): That part of Block 45, "Minnetonka Arlington Heights", described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of Said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning, thence North 88 degrees 08 minutes East to the actual point of beginning.
Abstract or Torrens?	Abstract and Torrens
Certificate No.	1507179



**Staff Report
Wayzata Planning Commission
July 18, 2022**

Project Name: Wayzata Retail

Requests: Lot Combination through Preliminary and Final Plat
Comprehensive Plan Amendment
Zoning Map Amendment

Applicant: Reprise Design (on behalf of M & Z Holdings)

Addresses of Request: 1022 Wayzata Boulevard E

Prepared by: Eric Zweber, Consulting Planner
Emily Goellner, Community Development Director

“120 Day” Deadline: September 13, 2022

Development Application Introduction

The applicant, Reprise Design, has submitted a development application requesting approval of a lot combination of two parcels through a preliminary and final plat, a Comprehensive Plan Amendment for the southern parcel, Zoning Map Amendment for the southern parcel to allow for remodeling of the existing building for a retail business located at 1022 Wayzata Boulevard.

Property Information

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

Address	PID	Owner
1022 Wayzata Boulevard E	06-117-22-41-0015 06-117-22-41-0016	M & Z Holdings

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

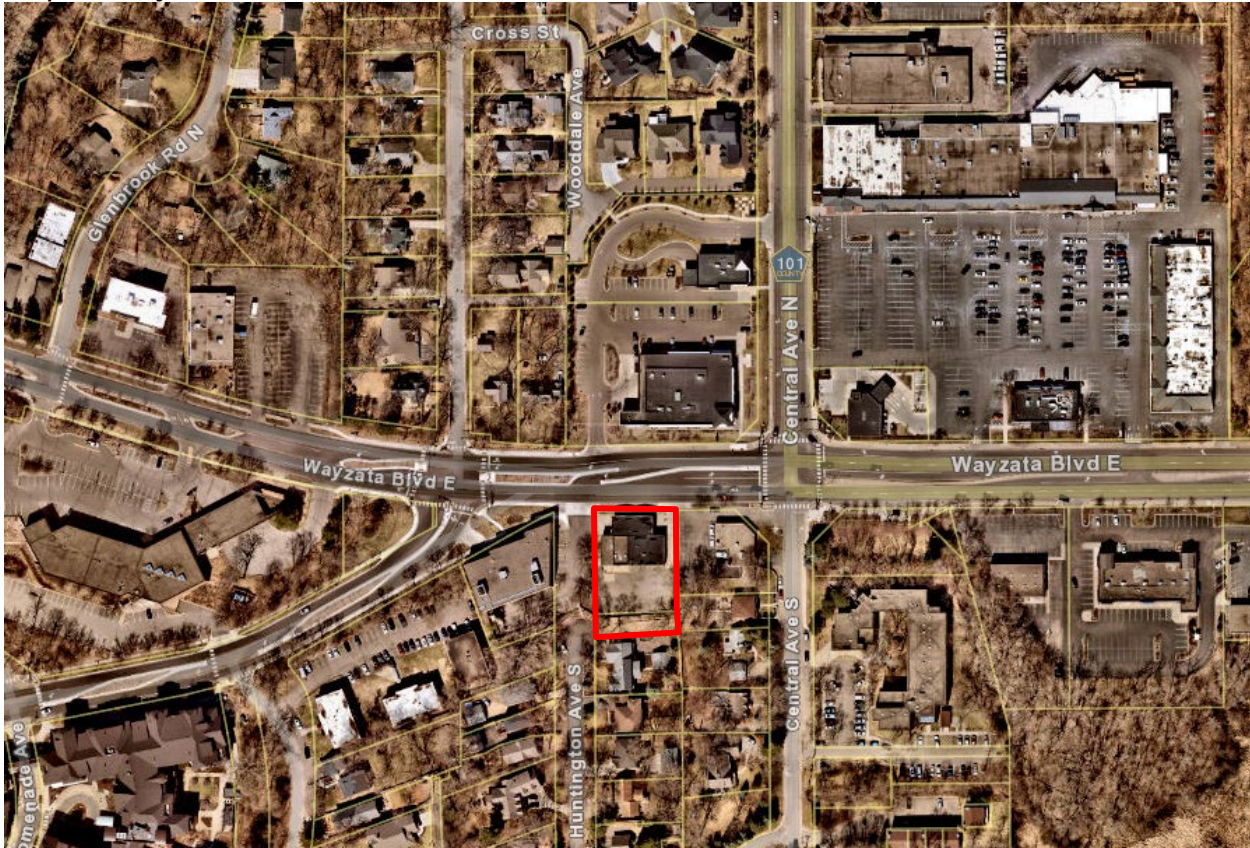
	1022 Wayzata Boulevard E
Current Zoning:	PID 0015: C-3 Service District PID 0016: R3-A Single and Two Family Residential

	1022 Wayzata Boulevard E
Comprehensive Plan Designation:	PID 0015: Mixed Use Commercial/Residential PID 0016: Central Core Residential

Project Location

The property is located on the south side of Wayzata Boulevard between Central Avenue and Huntington Avenue.

Map 1: Project Location



Source: Hennepin County

Application Requests

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

- A. Lot Combination through Preliminary and Final Plat (§ 1003.02 & 1003.03): The applicant has proposed to combine the smaller southern parcel with the larger parcel that fronts Wayzata Boulevard.
- B. Comprehensive Plan Amendment: The applicant has proposed to change the smaller southern parcel (PID: 0611722410016) from Central Core Residential to Mixed Use Commercial to align with the larger parcel.

- C. Zoning Map Amendment (§ 903.02.F): The applicant has proposed to change the smaller southern parcel (PID: 0611722410016) from R3-A Single and Two Family Residential to C-3 Service District to align with the larger parcel.

Public Hearing Notice

Notice of the public hearing on the Application was published in the *Sun Sailor* on July 7, 2022. The public hearing notice was also mailed to all property owners located within 500 feet of the subject property on July 7, 2022.

Neighborhood Notification

The applicant held a neighborhood meeting on June 29, 2022, to discuss their proposed plans. The meeting was attended by three residents/owners of nearby properties. The following primary concerns were discussed:

- Buffer between the commercial and residential uses
- Current state of the retaining wall and vegetation on the southern parcel
- Limited potential for a residential use on the southern parcel

Existing Conditions

The existing site is split between two parcels that total 0.52 acres. The larger parcel fronts Wayzata Boulevard and the Huntington Avenue right-of-way and contains a vacant gas station and a parking lot. The smaller parcel to the south is undeveloped and abuts the unimproved Huntington Avenue right-of-way and a residential neighborhood. The larger parcel is relatively flat while the southern parcel contains steep slopes as the elevation drops down nearly 15 feet from north to south.

Huntington Avenue right-of-way abuts the properties to the west and is used as a parking lot for the neighboring office building. Huntington Avenue was disconnected from the Huntington Avenue road to the south with the construction of the Edina Realty office building (1000 Superior Blvd) and created the elevation change that occurs adjacent to the smaller parcel. Huntington Avenue road ends in a cul-de-sac southwest of the property and there are stairs from the cul-de-sac up to the parking lot.

There is a parking lot abutting the east of the property that serves a multi-tenant building (1042 Wayzata Boulevard).

As mentioned above, the property abuts Wayzata Boulevard to the north. Walgreens is located directly across from the property on the north side of Wayzata Boulevard.

The smaller parcel is 4,368 square-feet, which does not meet the minimum lot area and width standards of the R3-A zoning district. City Code 915.B.6 establishes this parcel as legal non-conforming. The requested lot combination would remove the non-conforming status of the parcel. The requested lot combination would also bring the existing parking lot on the north parcel into compliance with parking area setbacks.

Proposed Changes

The applicant proposes to combine the two parcels into one and renovate the existing gas station to be occupied by a retail business. Retail is a permitted use in the C-3 Service District. A previous development application submitted by the applicant included drive-thru service. A drive-thru is not being requested with this application.

Analysis of Application

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

Comprehensive Plan Amendment

The Comprehensive Plan land use designation for the subject property is Mixed Use Commercial for the larger northern parcel and Central Core Residential for the smaller southern parcel. The applicant would like to change the southern parcel from Central Core Residential designation to Mixed Use Commercial/Residential so that the proposed combined lot is designated for Mixed Use Commercial/Residential use.

The Mixed-Use Commercial/Residential designation represents a broad range of retail, service, office, and multi-family uses. The proposed multi-tenant building would be a retail use. Central Core Residential allows for smaller lot sizes with densities of 3-6 units per acre with single-family homes being the primary use in the district. It should be kept in mind that the parcel is non-conforming for its designated use due to its small size.

Changing the designation of the smaller parcel must be evaluated with applicable principles and goals of the Comprehensive Plan and make sure the Comprehensive Plan amendment would not negatively affect these goals:

Land Use:

- *Wayzata's residential neighborhoods are generally strong. Wayzata neighborhoods are desirable for families young and old. A wide variety of single and multiple family housing exists. Housing development over the last 10 years has made multifamily units the predominate housing type within the community. **As the community continues to support a variety of housing types, access to amenities and services throughout the community should also be monitored.***
- ***Although viewed as primarily a residential community, the working day population welcomes a large number to the community. This commercial tax base helps offset the large percentage of residential land uses. Commercial areas are generally well defined along Lake Street and Wayzata Boulevard. Smaller pockets of mixed neighborhood commercial and residential uses exist north of downtown.***
- ***Throughout the visioning process of the Comprehensive Plan update, the community emphasized the need for a connected community. Mixed-use nodes were identified as a way to strengthen the sense of community and increase walkability throughout the City and provide enhanced connections***

between the residential neighborhoods and the commercial and recreational areas.

Land Use Goals:

- ***Create connected neighborhoods that provide access to services, housing and recreation for all ages and mobility types.***
- ***Promote a diversity of retail, office, service and residential land uses at a high level of development quality to enhance Wayzata as a regional destination and provide services for residents.***
- ***Provide connectivity within new developments and between existing neighborhoods to promote a sense of community and encourage mobility of all types.***
- ***Support the existing commercial core within the community, and encourage business retention and reinvestment.***

Future Land Use:

- *The Mixed-Use Commercial/Residential category provides for a combination of commercial and residential uses. This mixture of uses can be achieved in many ways, including traditional vertical or horizontal mixed-use on a single lot. Additionally, mixed-use can be achieved on a block level, where individual lot sizes and property characteristics would make multiple uses difficult to implement. **In this case, a mixture of uses should be achieved at the block level where, for example, a lot with residential units may be situated next to a lot with commercial uses.** Development within this category is anticipated to be approximately 50 percent commercial and office uses and 50 percent residential. Residential uses within the category shall be comprised of multi-family units at a density of at least 10 units per acre. Residential densities of up to 30 units per acre may be considered.*
- **1022 Wayzata Boulevard is considered a redevelopment opportunity on Figure 3-5. It is also a part of Stage 2 (2020-2030) to be redeveloped on Figure 3-6.**

Housing:

- ***Protect and maintain the character of the existing established neighborhoods within the City, while recognizing that certain areas of the community are more suitable for infill developments.***

Zoning Amendment

The larger northern parcel is zoned C-3 Service District, and the smaller southern parcel is zoned R3-A Single and Two Family Residential. The applicant is requesting a zoning map amendment to change the smaller southern parcel to C-3 Service District and then

combining the lots through a preliminary and final plat. The following table outlines the standards compared with the proposal (both lots combined):

Regulation	C-3 District	Proposed (parcels combined)
Building Height (max.)	No building shall be erected or structurally altered to exceed two stories and 30 feet in height, whichever is lesser.	1 story: 18 feet 4 inches*
Lot Area	Minimum of 15,000 square-feet	22,825 square-feet
Lot Coverage (max.)	50%	18%
Building Setbacks (min.)	Front: 10 ft Sides: 10 ft Rear: 50 ft	North (front): 34 ft.* West (side): 11.6 ft.* East (side): 19.6 ft.* South (rear): 103 ft.
Parking Setbacks (min.)	Front: 10 ft Sides: 10 ft Rear: 10 ft Street: 15 ft	Wayzata Boulevard (front): 2 ft.* Huntington Avenue (west side): 0 ft.* East (side): 0 ft.* South (rear): 34 ft.
Floor Area Ratio (max.)	1.0	0.18

*Existing Dimensions

Lot Combination – Preliminary and Final Plats

The applicant is requesting to combine both parcels due to site layout issues. Combining the lots allows more space for zoning-compliant site design and eliminates the non-conforming status of the smaller southern parcel. The combination also brings the rear setback of the current parking area into compliance. The incorporation of the southern lot will also eliminate issues that may arise if the non-conforming lot is ever sold independently.

As seen above in the zoning table, the combined lot meets the lot area standards of the C-3 Service zoning district.

The smaller parcel has a different zoning and comprehensive plan designation than the larger parcel and needs both the zoning map amendment and a comprehensive plan amendment to match the larger parcel.

Parking

City Code § 920.11.B requires three (3) spaces for each 1,000 square-feet of floor area for retail uses. The existing 4,139 square foot building occupied by retail uses would require 13 parking spaces.

While the current parking lot is not striped, the existing parking lot behind the building could be striped for 22 code compliant parking spaces.

Loading

The site plan has adequate space for loading. City Code requires one loading space for each retail building over 10,000 square feet. Since the existing building is 4,139 square feet, no dedicated loading space is required.

Access and Circulation

No changes are proposed to the existing access to the site. Customers would access the site from Wayzata Boulevard via Huntington Avenue right-of-way or customers traveling eastbound on Wayzata Boulevard can use the joint access along the eastern property line. Drivers turning into Huntington Avenue can choose to turn into the access in front of the building directly off of Wayzata Boulevard or drivers could drive on the Huntington Avenue right-of-way to the rear access to the site. In order for drivers to circulate within this site, the pavement on both sides of the building would need to have a one-way traffic pattern.

Design Standards Review

Building plans have not been provided at this time. When submitted, building plans will be reviewed to ensure compliance with the design standards if applicable. If design standards deviations are requested by an applicant, they will need to be reviewed by the Planning Commission and approved by the City Council.

Fencing/Retaining Wall

City Code requires a six-foot privacy fence or vegetation a minimum of six feet high to be installed where any non-residential lots abut a residential lot. This fencing or landscaping would need to be installed during a renovation of the existing building.

The current retaining wall is in disrepair and is in violation of the International Property Maintenance Code. A formal complaint process is underway. The applicant has stated that they intend to repair the fence in the near future. Staff recommends that the Commission focus its review on the other facts of this application that are relevant to the Code criteria since a separate enforcement process is currently underway for the retaining wall in disrepair.

Tree Preservation Plan

There are currently eight significant trees and one heritage tree on the site with a cumulative total of 167 diameter inches. No trees are recommended for removal due to the lot combination.

Standards of Planning Commission Review of Application Requests

The applicant's Comprehensive Plan Amendment and Zoning Map Amendment requests are legislative reviews and decisions, meaning that the Planning Commission acts like a legislative body and has wide discretion on whether to recommend approval or denial if it has a rational basis for its decision.

The application's subdivision request is a quasi-judicial review and decision, meaning that the Planning Commission acts similar to a judge in a courtroom and applies the relevant rules of the Zoning Ordinance to this particular property and proposed development.

The Planning Commission should recommend approval of the Comprehensive Plan amendment if the Commission determines the amendment set appropriate policy to enforce, amend, and administrate the Zoning Ordinance in City Code § 901.04.

The Planning Commission should recommend approval of the zoning map amendment if the Commission determines that there are no substantial adverse effects of the amendment in City Code § 903.02.F.

The Planning Commission should recommend approval of the preliminary and final plat requested by the applicant if the Commission determines that they meet all criteria for platting standards in City Code § 1003.

Primary Questions to Consider

- Would the comprehensive plan amendment allow the proposed development to create access to services for the community?
- Would the comprehensive plan amendment help diversify the tax base by creating additional commercial land?
- Would the comprehensive plan amendment create better connections between residential neighborhoods and the proposed commercial building?
- Would the comprehensive plan amendment help support the existing commercial core?
- Would the comprehensive plan amendment allow for redevelopment of the property?
- Would the comprehensive plan amendment support the existing residential areas while recognizing that some areas of the city are more suitable for infill development?
- Would the zoning amendment be consistent with the comprehensive plan?
- Would the proposed lot combination be consistent with the comprehensive plan?

Action Steps

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

Attachments

Applicant's Narrative Dated June 14, 2022

Preliminary Plat

Final Plat

Boundary and Setbacks Survey

Tree Preservation Plan

Summary of June 29, 2022 Neighborhood Meeting

Applicable Code Provisions for Review

Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval. While several criteria appear to be met, **staff has highlighted in bold** the criteria that may require additional discussion with the Planning Commission.

2040 Comprehensive Plan Amendment

Land Use:

- *Wayzata's residential neighborhoods are generally strong. Wayzata neighborhoods are desirable for families young and old. A wide variety of single and multiple family housing exists. Housing development over the last 10 years has made multifamily units the predominate housing type within the community. **As the community continues to support a variety of housing types, access to amenities and services throughout the community should also be monitored.***
- ***Although viewed as primarily a residential community, the working day population welcomes a large number to the community. This commercial tax base helps offset the large percentage of residential land uses. Commercial areas are generally well defined along Lake Street and Wayzata Boulevard. Smaller pockets of mixed neighborhood commercial and residential uses exist north of downtown.***
- *Throughout the visioning process of the Comprehensive Plan update, **the community emphasized the need for a connected community. Mixed-use nodes were identified as a way to strengthen the sense of community and increase walkability throughout the City and provide enhanced connections between the residential neighborhoods and the commercial and recreational areas.***
- ***The Central Core Residential category represents the single-family residential development located in the central core of Wayzata. These homes include smaller lot sizes, with densities of 3 to 6 units per acre. Single-family units are the primary uses within this district.***

Land Use Goals:

- ***Create connected neighborhoods that provide access to services, housing and recreation for all ages and mobility types.***
- ***Promote a diversity of retail, office, service and residential land uses at a high level of development quality to enhance Wayzata as a regional destination and provide services for residents.***
- ***Provide connectivity within new developments and between existing neighborhoods to promote a sense of community and encourage mobility of all types.***

- ***Support the existing commercial core within the community and encourage business retention and reinvestment.***

Future Land Use:

- *There are no new areas of Central Core Residential identified within the plan; therefore, any development activity within this category will be the result of redevelopment.*
- *The Mixed-Use Commercial/Residential category provides for a combination of commercial and residential uses. This mixture of uses can be achieved in many ways, including traditional vertical or horizontal mixed-use on a single lot. Additionally, mixed-use can be achieved on a block level, where individual lot sizes and property characteristics would make multiple uses difficult to implement. In this case, a mixture of uses should be achieved at the block level where, for example, a lot with residential units may be situated next to a lot with commercial uses. Development within this category is anticipated to be approximately 50 percent commercial and office uses and 50 percent residential. Residential uses within the category shall be comprised of multi-family units at a density of at least 10 units per acre. Residential densities of up to 30 units per acre may be considered.*
- **1022 Wayzata Boulevard is considered a redevelopment opportunity on Figure 3-5. It is also a part of Stage 2 (2020-2030) to be redeveloped on Figure 3-6.**

Housing:

- ***Protect and maintain the character of the existing established neighborhoods within the City, while recognizing that certain areas of the community are more suitable for infill developments.***

Lot Combination through Preliminary and Final Plat (1003.02 & 1003.03)

The City may agree to review the preliminary and final plat simultaneously. The Planning Commission shall consider possible adverse effects of the preliminary plat. Its judgment shall be based upon, but not limited to, the following factors:

1. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.

2. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets.

3. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filing or grading.

4. Existing stands of significant trees shall be retained where possible. Building pads that result from a subdivision or lot combination shall be sensitively integrated into existing trees.

5. The creation of a lot or lots shall not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas.
6. The design of a lot, the building pad, and the site layout shall respond to and be reflective of the surrounding lots and neighborhood character.
7. The lot size that results from a subdivision or lot combination shall not be dissimilar from adjacent lots or lots found in the surrounding neighborhood or commercial area.
8. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of a building proposed on a lot to be divided or combined shall be similar to the characteristics and quality of existing development in the City, a neighborhood or commercial area.
9. The design, scale and massing of buildings proposed on a subdivided or combined lot shall be subject to the architectural guidelines and criteria for the Downtown Architectural District, Commercial and Institutional Architectural Districts, and Residential Architectural Districts and the Design Review Board/City Council review process outline in Chapter 909 of the Wayzata Zoning Ordinance.
10. The proposed lot layout and building pads shall conform with all performance standards contained herein.
11. The proposed subdivision or lot combination shall not tend to or actually depreciate the values of neighboring properties in the area in which the subdivision or lot combination is proposed.
12. The proposed subdivision or lot combination shall be accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.

Zoning Map Amendment (903.02)

The Planning Commission shall consider possible adverse effects of the proposed amendment. Its judgment shall be based upon (but not limited to) the following factors:

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

June 14, 2022

Mr. Eric Zweber
City of Wayzata
Planning Department
600 Rice St. East
Wayzata, MN 55391
planning@wayzata.org

Re: **Project Narrative**
1022 E. Wayzata Blvd.

Mr. Zweber:

Please accept these revised documents for the proposed project at 1022 East Wayzata Boulevard. We are requesting consolidation of the two adjoining lots, the northerly most lot currently designated as C-3 and the southerly most lot currently designated as R-3A.. Included in this submittal are the following additional application requests:

1. A lot combination of parcels #0611722410015 and #0611722410016 through a Preliminary and final Plat process.
2. A Comprehensive Plan Amendment to re-guide parcel #0611722410016 from Central Core Residential to Mixed-use Commercial / Residential.
3. Zoning Map Amendment of parcel #0611722410016 from R-3A to C-3.

In support of these application requests and in response to the Incomplete Letter dated May 26,, 2022 we are submitting the following revised documentation and associated submittal fees:

- Payments for the \$3,695 application and \$6,250 escrow fees.
- Site survey of the existing building and lot confirming C-3 Standards, including minimum front and side street setbacks and rear yard parking and building minimum setbacks
- Project Narrative, including information regarding the proposed use of the existing building
- Existing Tree Survey

PROJECT DESCRIPTION:

The total area of the two combined lots will be 22,301.44 square feet or 0.524 acre. The total existing building area is 4,139 SF. The intent is to remodel the interior and exterior of the existing building for a retail use as yet to be determined. We are requesting Lot Consolidation to unify the zoning of the adjoining lots with the same Ownership to maximize the efficiency of the unified parcel and allow for as much permitted parking as possible to optimize the retail use of the building.

The site environmental status will require removal of the existing underground tanks and completion of cleanup of any hazardous material (if any) on site. It is the Owner's intention to complete all required work regarding environmental issues prior to the re-development of the site and once a use has been determined.

In addition, we want to refer to the last city council meeting, during which some of the council members advised us to submit a request for combination of the lot.

It is also very expensive to maintain separate lots which including taxes, insurance maintenance and bookkeeping.

For the reasons stated above we are requesting for the city to combine both the lots, the only other possibility is for us to build a house on the back non-conforming lot.

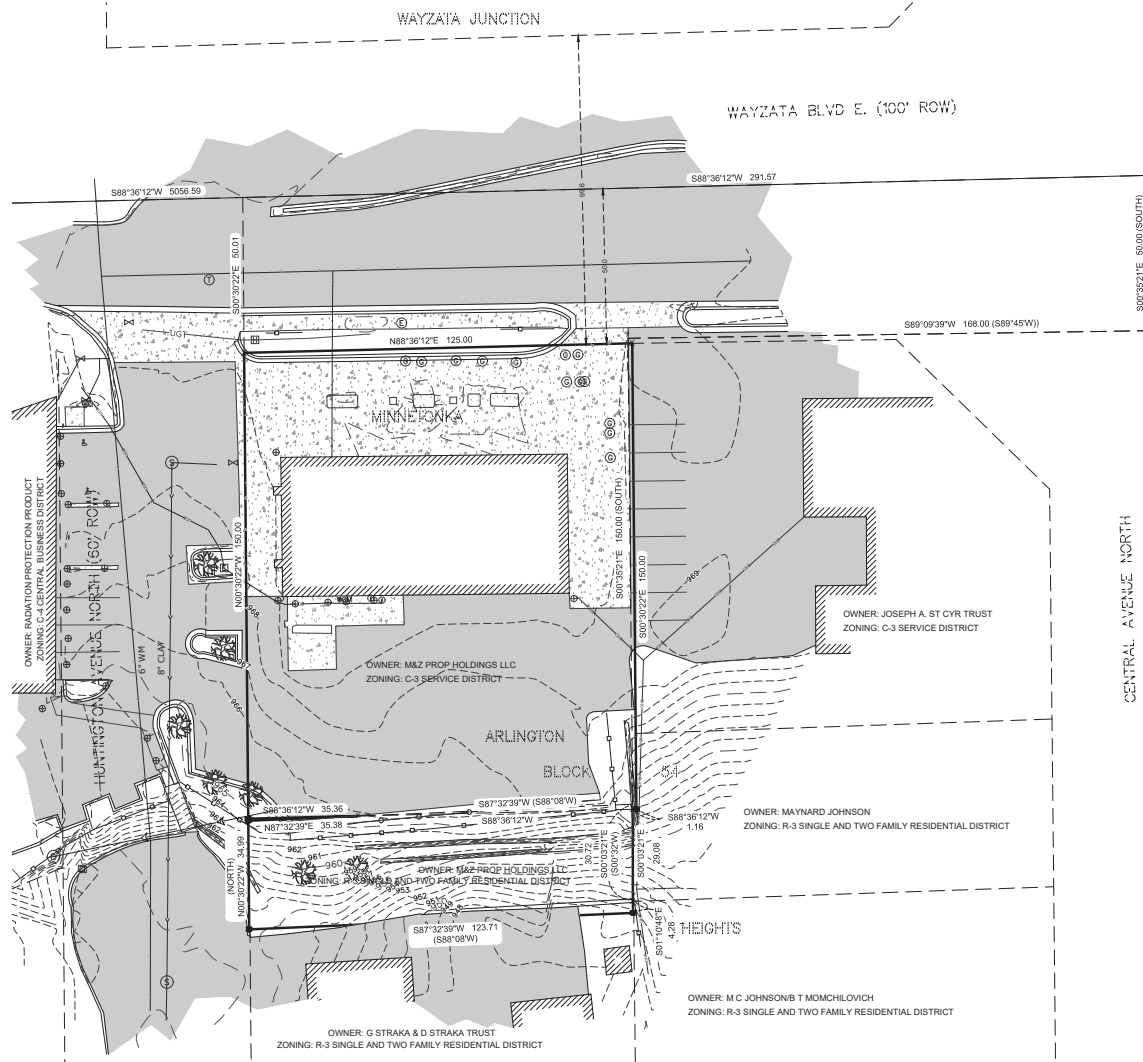
Thank you for your consideration of this application. Please let me know if you have any questions or if you need additional information. We look forward to working with you to make this project an asset to everyone involved!

Respectfully,

A handwritten signature in black ink, appearing to read "Charles Schatz". The signature is fluid and cursive, with the first name "Charles" being more prominent than the last name "Schatz".

Charles Schatz
Project Manager
Reprise Design

PRELIMINARY PLAT OF WAYZATA BOULEVARD RETAIL



OWNERS:
M & Z Property Holdings, LLC and LN REI, LLC
16924 Cottage Grove Avenue
Wayzata, MN 55391
Telephone: 612-462-1559

SURVEYOR:
Design Tree Engineering and Land Surveying
Jonathan D. Schuette, Professional Land Surveyor
Minnesota License Number 45352
Telephone: (320) 460-7110

ENGINEER:
Design Tree Engineering and Land Surveying
Jeremy E. Anderson, Professional Engineer
Minnesota License Number 44223
Telephone: (320) 460-7104

LEGEND

PLATTED & EXISTING LOT LINES	HYDRANT
EXISTING RIGHT OF WAY	GATE VALVE
EASEMENT LINES	WELL
CENTERLINE	SANITARY MANHOLE
BOUNDARY LINE	SANITARY SEWER CLEANOUT
WOOD FENCE	STORM MANHOLE
CHAINLINK FENCE	CATCH BASIN
WIRE FENCE	APRON
STORM SEWER LINE	SHRUB
SANITARY SEWER LINE	POWER POLE
WATERMAIN	LIGHT POLE
OVERHEAD ELECTRIC	GUY WIRE
UNDERGROUND TELEPHONE	POWER BOX
UNDERGROUND FIBER	ELECTRIC METER
UNDERGROUND ELECTRIC	COMMUNICATION PEDESTAL
UNDERGROUND GAS LINE	HAND HOLE
EDGE OF WETLAND	GAS METER
BUILDING	SIGN
EDGE OF TREE LINE OR WOODS	BOLLARD
CONCRETE PAVEMENT	SOIL BORING
BITUMINOUS PAVEMENT	AIR CONDITIONER
AGGREGATE SURFACING	DECIDUOUS TREE
LANDSCAPING	CONIFEROUS TREE

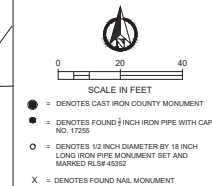
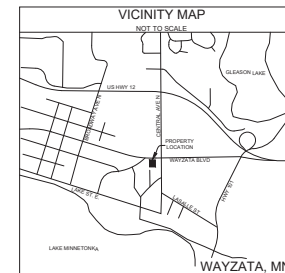
SURVEYOR'S NOTES:

1. TOTAL ACREAGE: 0.53± ACRES OR 23,004 SQ. FT.

LEGAL DESCRIPTIONS

Parcel: 1 (Abstract)
That part of Block 45, Minnetonka Arlington Heights, Wayzata, Minn., bounded and described as follows: Commencing at a point where the Easterly line of Huntington Avenue intersects the present Southerly line of Superior Boulevard (formerly known as Wayzata Boulevard); thence in an Easterly direction along the Southerly line of said Superior Boulevard a distance of 125 feet; thence in a Southerly direction on a line parallel with the Easterly line of said Huntington Ave. a distance of 150 feet; thence Westerly on a line parallel with the Southerly line of said Superior Boulevard to a point on the Easterly line of Huntington Ave. 150 feet Southerly of point of beginning; thence Northerly along the Easterly line of said Huntington Ave. to the place of beginning, Hennepin County, Minnesota.

Parcel: 2 (Torrens)
That part of Block 45, "Minnetonka Arlington Heights", described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning; thence North 88 degrees 08 minutes East to the actual point of beginning, Hennepin County, Minnesota.



DESIGN TREE
engineering + land surveying
St. Cloud | Alexandria | Rogers
320-217-5557

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: Jonathan D. Schuette
DATE: 1/21/22 LICENSE #: 45352

PREPARED FOR:
WAYZATA BLVD
RETAIL

1022 WAYZATA
BLVD. E.,
WAYZATA, MN
55391

THIS DRAWING AND THE INFORMATION THEREIN IS THE PROPERTY OF DESIGN TREE ENGINEERING INC. USE BY THE HOLDER OR DISCLOSURE TO OTHERS WITHOUT THE PERMISSION OF DESIGN TREE ENGINEERING INC. IS PROHIBITED. IT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF DESIGN TREE ENGINEERING INC. REPRODUCTION OF THE MATERIAL HEREIN WITHOUT WRITTEN PERMISSION OF DESIGN TREE ENGINEERING INC. VIOLATES THE COPYRIGHT LAWS OF THE UNITED STATES AND WILL SUBJECT THE VIOLATORS TO LEGAL PROSECUTION.

COPYRIGHT © 2021 BY DESIGN TREE ENGINEERING		
DRAWN BY:	NK	
CHECKED BY:	JDS	
PROJECT NO.:	10521003	
NO.	DATE	DESCRIPTION

PRELIMINARY PLAT

1 of 1

WAYZATA BOULEVARD RETAIL

R.T. DOC. NO. _____
C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That M & Z Property Holdings, LLC, a Minnesota limited liability company and LN REI, LLC, a Minnesota limited liability company, owners of the following described property:

That part of Block 45, Minnetonka Arlington Heights, Wayzata, Minn., bounded and described as follows: Commencing at a point where the Easterly line of Huntington Avenue intersects the present Southerly line of Superior Boulevard (formerly known as Wayzata Boulevard); thence in an Easterly direction along the Southerly line of said Superior Boulevard a distance of 125 feet; thence in a Southerly direction on a line parallel with the Easterly line of said Huntington Ave. a distance of 150 feet; thence Westerly on a line parallel with the Southerly line of said Superior Boulevard to a point on the Easterly line of Huntington Ave. 150 feet Southerly of point of beginning; thence Northerly along the Easterly line of said Huntington Ave. to the place of beginning, Hennepin County, Minnesota.
(Abstract)

And

That part of Block 45, "Minnetonka Arlington Heights", described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.35 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning, thence North 88 degrees 08 minutes East to the actual point of beginning, Hennepin County, Minnesota.
(Torrens)

Has caused the same to be surveyed and platted as WAYZATA BOULEVARD RETAIL

In witness, whereof, said M & Z Property Holdings, LLC, a Minnesota limited liability company and LN REI, LLC, a Minnesota limited liability company, has cause these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: M & Z Property Holding, LLC

By _____, its _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2022 by _____, its _____ of M & Z Property Holdings, a Minnesota limited liability company, on behalf of the corporation.

signature

print

Notary Public, _____ County, Minnesota

My commission expires _____

Signed: LN REI, LLC

By _____, its _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2022 by _____, its _____ of LN REI, a Minnesota limited liability company, on behalf of the corporation.

signature

print

Notary Public, _____ County, Minnesota

My commission expires _____

I, Jonathan D. Schuette 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 this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Jonathan D. Schuette, Licensed Land Surveyor
Minnesota License No. 45352

STATE OF _____

COUNTY OF _____

The instrument was acknowledged before me on _____ by Jonathan D. Schuette

signature

print

Notary Public, _____ County, Minnesota

My commission expires _____

WAYZATA, MINNESOTA
This plat of WAYZATA BOULEVARD RETAIL was approved and accepted by the City Council of Wayzata, Minnesota at a regular meeting thereof held this _____ day of _____, 20____.

CITY COUNCIL OF WAYZATA, MINNESOTA

Mayor _____ City Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota
I hereby certify taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Mark V. Chapin, County Auditor by _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota
Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor by _____

REGISTRAR OF TITLES, Hennepin County, Minnesota
I hereby certify that the within plat of WAYZATA BOULEVARD RETAIL was filed in this office this _____ day of _____, 20____ at _____ o'clock ____M.

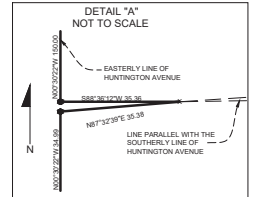
Amber Bougie, Registrar of Titles by _____ Deputy

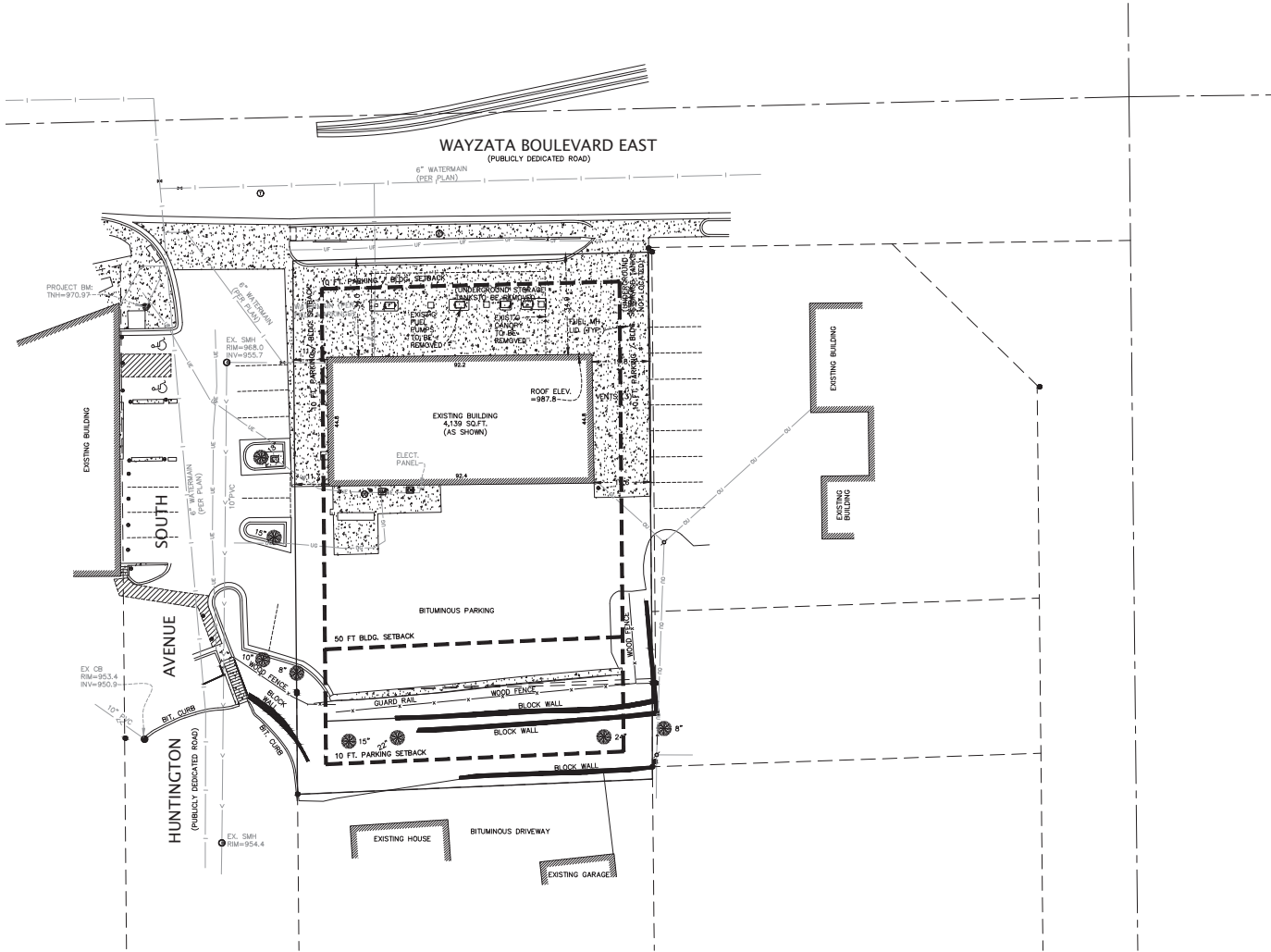
COUNTY RECORDER, Hennepin County, Minnesota
I hereby certify that the within plat of WAYZATA BOULEVARD RETAIL was recorded in this office this _____ day of _____, 20____ at _____ o'clock ____M.

Amber Bougie, County Recorder by _____ Deputy

R.T. DOC. NO. _____

C.R. DOC. NO. _____





LEGEND	
	FOUND MONUMENT
	SET 1/2" BORN PIPE
	MINI-SET 1/2" BORN PIPE
	CABLE TV FICTITIOUS
	AIR CONDITIONER
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC FICTITIOUS
	ELECTRIC TRANSFORMER
	LIGHT POLE
	GAS METER
	GAS MANHOLE
	GAS METER
	TELEPHONE MANHOLE
	TELEPHONE FICTITIOUS
	SANITARY CLEANOUT
	SANITARY MANHOLE
	CATCH BASIN
	STORM DRAIN
	FLOODED AREA SECTION
	STORM MANHOLE
	FIRE DEPT. CONNECTION
	HYDRANT
	CURB STOP
	WATER METER
	WATER MANHOLE
	WATER METER
	POST INDICATOR VALVE
	WELLHEAD
	FLAG POLE
	MAIL BOX
	TRAFFIC SIGN
	UNKNOWN MANHOLE
	SOIL BORING
	SPOT ELEVATION
	TRAFFIC SIGNAL
	CONIFEROUS TREE
	DECIDUOUS TREE
	UNDERGROUND ELECTRIC
	UNDERGROUND CABLE TV
	UNDERGROUND FIBER OPTIC
	WATER MAIN
	UNDERGROUND TELEPHONE
	OVERHEAD UTILITY
	UNDERGROUND GAS
	SANITARY SEWER
	STORM SEWER
	WATERMAIN
	FENCE
	CURB (TYPICAL)
	CONTOUR
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	DENOTES A BEARING OR DISTANCE OF RECORD

LEGAL DESCRIPTION:

PARCEL 1: (PID-0611722410015)
The following legal description appears on the the Hennepin County Limited
Warranty Deed as Document Number A10560653:

That part of Block 45, MINNETONKA ARLINGTON HEIGHTS, Wayzata, Minnesota, bounded and described as follows: COMMENCING at a point where the easterly line of Huntington Avenue intersects the present southerly line of Superior Boulevard (formerly known as Wayzata Boulevard); thence in an easterly direction along the southerly line of said Superior Boulevard a distance of 125 feet; thence in a southerly direction on a line parallel with the easterly line of said Huntington Avenue a distance of 150 feet; thence westerly on a line parallel with the southerly line of said Superior Boulevard to a point on the easterly line of Huntington Avenue 150 feet southerly of the POINT OF BEGINNING; thence northerly along the easterly line of said Huntington Avenue to the place of beginning. (Abstract)

PARCEL 2: (PID-0611722410016)
The following legal description appears on the Hennepin County Certificate of Title, Certificate Number 1464737:

That part of Block 45, "Minnetonka Arlington Heights", described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning, thence North 88 degrees 08 minutes East to the actual point of beginning. (Torrens)

*NOTE: MULTIPLE DESCRIPTION GAPS AND OVERLAPS APPEAR TO BE CREATED FROM THE ABOVE LISTED PROPERTY DESCRIPTIONS. CONSULT WITH A QUALIFIED TITLE OR REAL ESTATE ATTORNEY TO RECTIFY THIS ISSUE IF NECESSARY.

AREAS:

TOTAL AREA = 22,815 SQ.FT., BEING 0.524 ACRES, MORE OR LESS

TITLE NOTES:

NO TITLE WORK WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY. EASEMENTS OF WHICH WE ARE UNAWARE MAY EXIST.

BENCHMARKS

ELEVATIONS BASED ON INFORMATION AS SHOWN ON THE MNDOT GEODETIC WEBSITE. SURVEY DISK T117 WITH AN ELEVATION OF 940.28 WAS USED TO ESTABLISH VERTICAL CONTROL, FOR THIS SURVEY (MND 88)

LOCAL PROJECT BENCHMARK SHOWN GRAPHICALLY

SURVEY NOTES:

1. BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE HENNEPIN COUNTY SURVEYORS OFFICE.
2. UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF WAYZATA.
3. THERE MAY BE SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.

UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. GOPHER STATE ONE CALL LOCATE TICKET NUMBER(S) 201883877. SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST.

1022 WAYZATA BLVD

WAYZATA, MN

CONTACT:

REPRISE DESIGN
Charles Schatz, LEED AP BD+C
Senior Project Architect
12400 Portland Ave South
Suite 100
Burnsville, MN 55337
952-252-4042
cschatz@reprisedesign.com

COUNTY/CITY:

HENNEPIN COUNTY
CITY OF WAYZATA

VICINITY MAP

REVISIONS:

07-20-20 PRELIMINARY ISSUE

CERTIFICATION:

PRELIMINARY
07-20-20

PROJECT LOCATION:

1022
WAYZATA BLVD. E.
PID#0611722410015
PID#0611722410016

Suite #200
1970 Northwestern Ave
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dan@cssurvey.net

CORNERSTONE
LAND SURVEYING, INC.

BOUNDARY AND
TOPOGRAPHIC
SURVEY

Arborist Report & Tree Protection Plan

January 2022



**Prepared
For:**

Reprise Design, Inc.
12400 Portland Ave #100
Burnsville, MN 55337

Prepared By: Davey Resource Group Inc.

1196 7th St E
St. Paul, MN 55106
Contact: Ryan Gustafson
Direct: (763) 360-3335
ryan.gustafson@davey.com
Corporate Office: 800.966.2021



Notice of Disclaimer

Assessment data provided by Davey Resource Group is based on visual recording at the time of inspection. Visual records do not include testing or analysis and do not include aerial or subterranean inspection unless indicated. Davey Resource Group is not responsible for discovery or identification of hidden or otherwise non-observable risks. Records may not remain accurate after inspection due to variable deterioration of surveyed material. Risk ratings are based on observable defects and mitigation recommendations do not reduce potential liability to the owner. Davey Resource Group provides no warranty with respect to the fitness of the trees for any use or purpose whatsoever.

Table of Contents

Summary	3
Introduction	4
Background	4
Limits of the Assignment	4
Methods	4
Observations	5
Analysis & Recommendations	5
Conclusion	8
Appendix A: Tree Inventory Data	9
Appendix B: Tree Protection Fencing Maps	10

Summary

On January 24th, 2022 an International Society of Arboriculture (ISA) Board Certified Master Arborist (MN-4145-BM) completed an assessment of the trees and inventory data at 1022 Wayzata Blvd, Wayzata, MN. The assessment was contracted by the Reprise Design, Inc.. The arborist performed a visual assessment of the property and collected data about the significant and heritage trees on the site. The results were used to determine the critical root zone of the trees (CRZ), as well as recommended tree protection measures required during construction in order to limit construction impacts on these trees that will remain. The quantity of trees being removed was also analyzed to determine the amount of replacement trees needed to be planted once the project is complete. At the time of the assessment, no grading or any construction activity had been conducted. This tree assessment forms part of a tree protection plan which may be submitted for approval to the City of Wayzata.

Tree information is summarized as follows:

Observations

- According to the City of Wayzata Ordinance Code Chapter 936.02 a "Significant Tree" means a Healthy Deciduous Hardwood Tree that is six inches or greater in DBH, a Healthy Softwood Deciduous Tree that is 12 inches or greater in DBH, or a Healthy Coniferous Tree that is 12 feet or greater in height or 12 inches or greater in DBH. A "Heritage Tree" means a Healthy Softwood Deciduous Tree that is 30 inches or greater in DBH, a Healthy Hardwood Deciduous Tree that is 25 inches or greater in DBH, or a Healthy Coniferous Tree that is 25 inches or greater in DBH.
- A total of 8 Significant trees and 1 Heritage tree were inventoried on the property with a cumulative total of 167 diameter inches.
- No trees are recommended for removal due to construction activities.
- Four of the tree's inventories are within the property boundaries, the other 5 are adjacent to the property but could be significantly impacted by construction activities.

Recommendations

- Install fencing and signage prior to any construction activities to prevent soil compaction and tree damage.
- Pruning of trees surrounding the building should be performed prior to any construction.
- If damage during construction occurs to any trees they should be inspected by an arborist for further recommendations.
- The two inventoried ash should be considered for treatment to protect them from Emerald Ash Borer.

This report focuses on tree protection recommendations for tree preservation and removal, and provides the CRZs of these trees for planning purposes. DRG has provided general site preservation and/or removal recommendations based on the provided construction plans. This report also helps to determine the quantity of trees needing to be replanted as replacement trees.

Introduction

Background

The property at 1022 Wayzata is a commercial property with plans to remove the current building and redevelop the property. Davey Resource Group, Inc. (DRG) was contracted to provide a tree preservation report for the property. This report details the amount of Significant Trees on the property, tree protection and retention measures, the amount of significant trees being removed, and the amount of replacement trees needed.

The arborist visually assessed the trees on the site, and checked the provided tree inventory data for accuracy. Following data assessment, the provided plans were used to develop a tree preservation plan.

Limits of the Assignment

Many factors can limit specific and accurate data when performing evaluations of trees. The determinations and recommendations presented here are based on current data and conditions that existed at the time of the evaluation and cannot be a predictor of the ultimate outcomes for the trees. A visual inspection was used to develop the findings, conclusions, and recommendations found in this report. No physical inspection of the upper canopy, sounding, and resistograph or other technologies were used in the evaluation of the trees.

At the time of the site visit, the deciduous trees had no foliage to evaluate.

Methods

This site was visited on January 24th, 2022 by an ISA Board Certified Master Arborist (Ryan Gustafson MN-4145 BM). A visual inspection of the trees, overall site, and provided design plans was used to develop the recommendations found in this report.

Observations

Site Observations

The project site is located at 1022 Wayzata Blvd, Wayzata, MN. The adjacent properties are commercial and residential. The adjacent roads have heavy traffic. The lot is fairly level in the front $\frac{3}{4}$ of the property with retaining walls in the back $\frac{1}{4}$ of the property where the elevation drops off significantly to a residential property..

At the time of the assessment, no significant ground disturbance or any construction activity had occurred.

Tree Observations

Of the 9 trees that were inventoried 8 of them are considered to be Significant trees and 1 a Heritage Tree. The data recorded about the trees by DRG include species, size, and condition. 5 of the trees inventoried are on adjacent property, but could be significantly impacted by construction activities. Of the 9 inventoried trees on the property none of them are planned for removal.

The trees in the upper portion of the property are growing in planting beds surrounded by pavement. The trees in the back of the property are growing in a turf area where a retaining wall already exists.

Besides the three honeylocust trees growing on the adjacent property all of the other trees are not highly desirable species of trees. Two of the four Significant trees on the property are green ash (*Fraxinus pennsylvanica*) are susceptible to the Emerald Ash borer (EAB), which is present in Wayzata. At the time of inspection EAB did not appear to be present in the trees.

Analysis & Recommendations

There are two considerations when evaluating tree root disturbance during construction; the removal of absorption roots and anchoring roots. Removal (or compaction in the area) of the feeder roots can cause immediate water stress and a significant decline in tree health. The ability of a tree to survive root loss is dependent on its tolerance of drought, tree health, and the ability to form new roots quickly. Removal of larger anchoring roots can lead to structural instability or failure.

All Significant and Heritage trees on site are recommended for preservation. Tree protection fencing should be installed to protect the CRZ's of these trees prior to any construction activities.

Root Zone Calculations

The CRZ is considered the ideal preservation area of a tree. It is equal to 1 foot of radius for every inch of trunk diameter measured at 4.5 feet from grade. For example; a tree with a DBH of 10 inches has a calculated CRZ radius of 10 feet from the trunk center (diameter of 30 feet). The CRZ represents the typical rooting area required for tree health and survival. Construction activities should be limited near or in the CRZ of any tree to be retained. This includes but is not limited to the storage of materials, parking of vehicles, contaminating soil by washing out equipment, (concrete, paint, etc.), or changing soil grade.

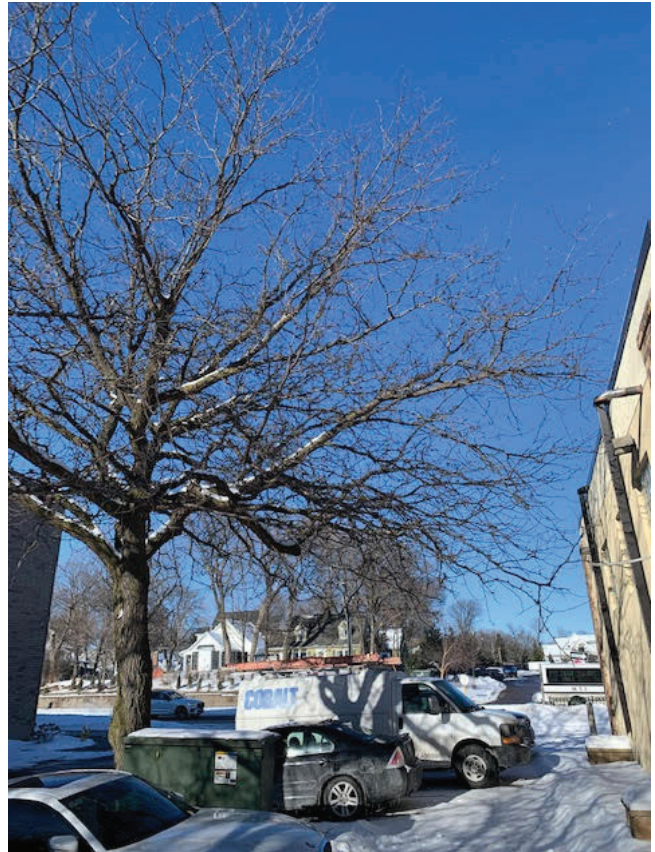
Tree #	Species	DBH (inches)	CRZ (feet)
1	boxelder	13	13
2	boxelder	28	28
3	green ash	28	28
4	green ash	15	15
5	siberian elm	12	12
6	boxelder	13	13
7	honeylocust	12	12
8	honeylocust	12	12
9	honeylocust	20	20

For the trees growing in planting beds surrounded by pavement the CRZ could be reduced to the area of the planting bed. With the highly compacted soils needed for paved surfaces very few roots are typically found growing below pavement. But this makes it extremely important that no disturbance occurs in the non paved areas of the CRZ. The photo below shows the trees on adjacent property growing in planting beds surrounded by pavement.



Pre-Construction

- Establish a tree protection zone. At a minimum trees that will remain on site should be protected with fencing to protect the CRZ.
- No intrusion whatsoever should occur to the CRZ of any tree to be retained.
- Applying a 4 inch layer of mulch to the CRZ of trees in the work area, particularly if the entire CRZ cannot be fenced due to construction, is a best practice that should be considered.
- Tree #9 of the inventory has low hanging branches, and branches growing into the existing building. This tree should be pruned prior to any construction activity to prevent limbs from being broken by equipment. The image to the right shows this tree growing into the current building.



During Construction

Once development begins, several measures are necessary to help ensure optimal outcomes for all trees selected for preservation:

- **Retain a Certified Arborist** on site to monitor activities and assess impacts to trees. The arborist can make as-needed recommendations to improve tree preservation activities throughout the development process. This is particularly important in order to make a timely response when a preserved tree is accidentally damaged or otherwise impacted during development.
- **Discuss tree protection** regularly at required staff meetings. Reiterate the importance of respecting the Tree Protection Zone as critical to the safety of staff working on site and the success of tree preservation efforts.
- No material shall be stored, nor concrete basins washed, or any chemical materials or paint stored within the CRZ of trees, and no construction chemicals or paint should be released into landscaped areas, as these can be toxic to trees and contaminate soil.
- Strictly **enforce** the Tree Protection Zones as “No-Go” zones. No activity, human or machinery, should breach the established TPZ unless under the supervision of a Certified Arborist.

Post-Construction

- A Certified Arborist should inspect the trees on construction completion, and promptly if any changes in tree health, condition or structural stability develop. If trees begin to decline, they should be monitored monthly or more frequently and additional treatments to improve the health of the trees should be recommended.
- Annual monitoring should be anticipated and scheduled for several years, as the effects of construction may take anywhere from 3 to 7 years to become visibly apparent.

Replacement Plantings

Since there are no Significant or Heritage trees being removed replacement trees are not needed.

Conclusion

This report, along with the tree inventory, is the first step in preserving the health, function, and value of the trees on the site during and after development. Trees and green spaces provide benefits and add value to the property. Tree preservation starts with a basic understanding of the health and structure of the trees on the site. With proper care and protection, these trees can continue to thrive. Tree protection guidelines and strategies should be shared with contractors and employers prior to any disturbance at the site.

Evaluating the suitability of a tree for preservation is a qualitative process based on the interaction of many factors. A tree inventory and arborist report provides a snapshot in time of each individual tree assessed across many of the most important observable factors relative to preservation. Healthy, vigorous trees better tolerate impacts from construction and more readily adapt to the new site conditions that exist after completion of development. Additionally, tolerance to impact from construction activities varies across species and sites. The percentage impact to the critical root zone also greatly influences the suitability of a particular tree for preservation.

Successful tree preservation requires a team effort to find the right balance and select the appropriate trees. Using the findings of this report as a guiding foundation, planners are equipped to design, prepare, and implement a tree preservation plan tailored to achieving the optimal outcome.



Ryan Gustafson
ISA Board Certified Master Arborist (MN-4145BM)
Davey Resource Group, Inc.

Appendix A: Tree Inventory

Tree #	Common	Species	DBH	Condition	Stems	Significant	Heritage	Remove
1	boxelder	<i>Acer negundo</i>	13	Fair	1	Yes	No	No
2	boxelder	<i>Acer negundo</i>	28	Fair	1	No	Yes	No
3	green ash	<i>Fraxinus pennsylvanica</i>	28	Fair	1	Yes	No	No
4	green ash	<i>Fraxinus pennsylvanica</i>	14,15	Fair	2	Yes	No	No
5	Siberian elm	<i>Ulmus pumila</i>	12	Fair	1	Yes	No	No
6	boxelder	<i>Acer negundo</i>	13	Fair	1	Yes	No	No
7	honeylocust	<i>Gleditsia triacanthos inermis</i>	12	Fair	1	Yes	No	No
8	honeylocust	<i>Gleditsia triacanthos inermis</i>	12	Poor	1	Yes	No	No
9	honeylocust	<i>Gleditsia triacanthos inermis</i>	20	Fair	1	Yes	No	No

The following images show the approximate location for recommended tree protection fencing. The fencing is marked in blue.



Summary of Neighborhood Meeting for 1022 Wayzata Blvd E
Meeting Date: June 29, 2022, 4:30 PM – 5:30 PM
Summary Date: July 5, 2022

To Whom It May Concern,

The neighborhood meeting to discuss the lot consolidation at this property was conducted on June 29 at 4:30 PM.

- Farhad Hakim (the property owner) explained the intended project scope and the reason for the lot consolidation. The work on this site will involve a minor remodel to clean up the existing building on the site. The lot combination is being undertaken to simplify taxation, mortgages, and maintenance of this property and the adjacent non-conforming lot under the same ownership.
- The idea of rehabilitating the existing building was favorable to most residents in attendance.
- Gordon Straka, the owner of the property immediately to the south, announced his intention to fight the lot combination for the purpose of maintaining the non-conforming lot as a permanent "buffer zone" against future development.
- Mr. Straka debated grievances with Mr. Hakim regarding the current state of the property, such as vegetation and the condition of the retaining wall.
- The idea of a part of the property being used for a memorial for Mr. Straka's wife came up. Cathy Iverson had proposed this idea in a phone call to Mr. Hakim the previous day. Mr. Straka found the idea offensive, and he immediately left the meeting.
- The discussion of the wall condition continued with the remaining residents in attendance. Mr. Hakim explained that the wall will be replaced, but the costs associated with this work would be a significant business loss if applied to an undevelopable buffer lot. He explained that the lot consolidation would justify these costs as an enhancement of a viable commercial property.
- The owner of the apartment building to the east was concerned about the parking lot being used and headlights shining into units. Mr. Hakim plans to replace the existing fencing with an opaque fence (likely of shiplap design) between the properties that is high enough to address this issue.
- The relative difficulty of developing the non-conforming lot as a residential property was discussed. The lot constraints would require a tall retaining wall and a long, narrow building.
- The residents in attendance found the idea of consolidating the lots as a single commercial property more favorable than leaving the non-conforming residential lot intact, since existing zoning codes would mandate a 50 foot setback and prevent new structures from being developed as far south on these properties.

Neighborhood Meeting - 1022 Wayzata Blvd E
June 29, 2022, 4:30 PM

Sign-In Sheet

1.	<i>Sanna Johnson</i>	
2.	<i>Leka Vg.</i>	
3.	<i>Garry St</i>	
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

**WAYZATA PLANNING COMMISSION
MEETING MINUTES EXCERPT
JULY 18, 2022**

AGENDA ITEM 5. Public Hearing Items

a) Consider Development Application for Lot Combination, Zoning Map Amendment, and Comprehensive Plan Amendment at 1022 Wayzata Boulevard E

Assistant Planner, Valerie Quarles, gave an overview of the development application for an unidentified retail business at 1022 Wayzata Boulevard East. She explained that the applicant is looking for a lot combination, a Comprehensive Plan amendment, and a Zoning Map amendment. She reviewed the zoning, land use and existing conditions of the lots as well as the surrounding neighborhood. She explained that the proposal is to combine two lots and renovate the existing gas station for retail use. She noted that combining the lots eliminates the non-conforming parcel and would bring the current parking area into setback compliance. She reviewed things the Commission should consider as they look at the requests for a Comprehensive Plan amendment and Zoning Map amendment. She stated that there will need to be a privacy fence or some type of vegetation installed and noted that the current retaining wall is in disrepair and the applicant has stated that they intend to repair it in the near future. She noted that three people attended the recent neighborhood meeting and gave a brief overview of their concerns related to buffering, the retaining wall, and potential residential use on the southern parcel.

Chair Parkhill asked if the Commission had any questions for Staff.

Commissioner Sorensen asked what could happen in the southern lot, as is, and noted that it appears as though due to the size of the lot, there could be a 15 foot wide house built without the need for a variance.

Planner Quarles stated that the legal non-conforming southern lot is extremely non-conforming because it is very small and narrow. She agreed that a very narrow home could be built but it would require a CUP.

Commissioner Sorensen stated that there was a statement made in the staff report that a new fence will be built and asked where it would be built.

Planner Quarles stated it will screen the commercial use from the residential use so it will be on or near the property line.

Community Development Director Goellner stated that she believes there will be two separate structures required with a fence and a retaining wall. She stated that there is a complaint process that is currently happening with the applicant on the retaining wall, but a fence will also be required in a situation when a property is next to residential. She stated that the City is flexible about its exact location as long as it was serving that purpose.

1 Commissioner Douglas asked about the height of the current fence.

2
3 Planner Quarles stated that she believes it is 6 feet.

4
5 Commissioner Douglas asked if she was correct that part of the approval process was removal of
6 the underground tanks, but the Commission was not supposed to comment on that.

7
8 Community Development Director Goellner stated that her understanding is that the applicant is
9 willing and ready to remove the tanks, but she would have to review the situation with the Fire
10 Chief and Building Official to understand if it is strictly required with the reuse of a building.

11
12 Commissioner Douglas stated that there is a sign on the site that says Parking for Edina Realty
13 Clients and asked if that was part of this parcel.

14
15 Planner Quarles stated that she believes that sign is on the Huntington Avenue right-of-way.

16
17 Chair Parkhill asked if the developer could change the grade of the residential lot to bring it up
18 significantly.

19
20 Community Development Director Goellner stated that 2 feet is the threshold for which Council
21 would approve a grading plan but stated that the general slope of the site is likely to stay about the
22 same.

23
24 Commissioner Schwalbe asked about the Huntington Avenue right-of-way and if it came about
25 when Edina Realty was built.

26
27 Planner Quarles stated that she believes the segmentation of the right-of-way pre-dates Edina
28 Realty. She stated that she believes that technically the right-of-way belongs to the City but there
29 are some agreements that allow Edina Realty to park on it. She noted that these are not spaces that
30 would be counted towards the requirements for 1022 Wayzata Boulevard E.

31
32 Commissioner Schwalbe asked if Edina Realty paid the City for the use of that parking within the
33 right-of-way.

34
35 Community Development Director Goellner stated that she thinks there could have been
36 implications of payment when the development was approved, but noted that staff had not
37 extensively researched this issue.

38
39 Commissioner Schwalbe stated that she thinks it would be a good thing to look into and asked for
40 a clarification of what 'in-fill' development means.

41
42 Community Development Director Goellner explained that in-fill development is a way to describe
43 cities that are mostly built out and developed but have little pockets of older buildings or under
44 utilized parcels that could have development for a higher and better use than its current use. She
45 stated that staff's thought is that this could support that because it is a vacant, underutilized parcel
46 with a non-conforming lot.

1
2 Chair Parkhill asked about maintenance requirements for the retaining wall and fence area and if
3 there would be any landscaping or beautification would be required.
4

5 Community Development Director Goellner stated that the City has an international property
6 maintenance code that they can enforce.
7

8 Planner Quarles stated that, per code, if there is an exposed parking area of 4 or more spaces, the
9 City does require landscaping on all sides.
10

11 Commissioner Sorensen confirmed that if these lots were combined the building setback would
12 be 50 feet and the parking setback would be 10 feet.
13

14 Chair Parkhill asked the applicant to address the Commission.
15

16 Farhad Hakim, owner of the property, stated that they are just trying to combine the lots because
17 right now the taxes, maintenance, insurance, and liability are all separate which creates a mess.
18 He stated it will cost them between \$80,000 to \$100,000 to fix the retaining wall and explained
19 that they need these costs to be absorbed into their remodeling loan or be able to develop it
20 separately into a house and absorb it into that loan. He stated that they would like to know what
21 the City prefers for this property because they are between a rock and a hard place. He explained
22 that they are open to either option and explained that when they held the neighborhood meeting
23 there was one gentleman who didn't like the idea, but the others seemed to agree that rather than
24 having a small house there that they would rather see the lots combined. He stated that they are
25 looking for a direct answer from the City about what they do and do not want in this area.
26

27 Chair Parkhill confirmed that the current plan is to rehabilitate the current building and then look
28 for a tenant. He asked if there had been thought about tearing down the existing structure and
29 putting up a new building.
30

31 Mr. Hakim explained that after their last encounter with the City and everything they went through,
32 they just do not have the money to throw into the garbage. He stated that all of the studies were
33 in their favor with regard to noise and traffic and yet their plan was just thrown away. He explained
34 that they just cannot afford to go down the rabbit hole with something like that happening again.
35

36 Commissioner Schwalbe asked if they had specific businesses that they would like to see as
37 tenants.
38

39 Mr. Hakim stated that they have talked to dental offices, salons, and restaurants. He stated that
40 they would like to try to clean up the site and give potential tenants a better visual idea of what the
41 site can look like so it doesn't just look like a shut down old gas station. He stated that their plan
42 is to remove all the tanks and have it run through the environmental companies to get all cleaned
43 up as part of their remodel. He stated that for the southern lot, they could build a 15 x 80 foot
44 house on it, and noted that after the last situation with the City, they were just going to move
45 forward with that option, but decided to give the City the option to choose whether they want it
46 combined instead. He stated that they are open to doing whatever the City would like, but hopes

1 it is understood that the reality is that they need to figure out a plan because it is just a sinking hole
2 financially that is only getting deeper for them.

3
4 Chair Parkhill opened the public hearing at 7:04 p.m.

5
6 Diane Silikowski, 173 Huntington Avenue S, stated that she believes the decision regarding
7 rezoning should wait until there are development plans for the property. She explained that she
8 felt there was a legal precedent for this thought and referenced various legal cases that considered
9 whether there was a significant decline in property values for adjacent neighbors. She stated that
10 she sympathized with the property owner but assumed that he knew what he was buying. She
11 stated that she felt the adjacent neighbors really need to know what will be on this site before it is
12 rezoned. She stated that something from the 2040 Comprehensive Plan that was not mentioned
13 during the presentation was the guiding principle to 'foster charm'. She stated that the Commission
14 may not realize it, but up until about 3 years ago that parcel of land was absolutely beautiful
15 because Gordy and Deanne Straka meticulously maintained it because the prior owner had not.
16 She referenced many of the plant varieties that were on the site that she felt were absolutely
17 charming and asked the Commission to keep that in mind when they were considering this
18 rezoning.

19
20 Gordy Straka, 130 Huntington Avenue, stated that he feels what was presented on page 12 of the
21 packet discussing the proposed parcel combination in the C-3 district was misleading. He stated
22 that if this is combined, today's proposal could have nothing to do with what is actually built there.
23 He stated that all the developer has said for right now is that they are going to fix up the building
24 and there have been no plans nor do they know what is coming. He stated that these two parcels
25 have been like this since 1950 and everything has been fine until now. He stated that the wall has
26 been down for over 2 years and the City was supposed to get something done about it and explained
27 the weeds were not mowed until about a week ago just prior to the meeting. He stated that these
28 individuals have not been good neighbors. He noted that he felt that there would be adverse effects
29 on the neighborhood if the City allowed them to combine the lots and let them come back to within
30 10 feet of the property line because that is part of their neighborhood and would take away from
31 their quality of life. He stated that there are things that can be built there that will work with the
32 neighborhood, such as a bank. He stated that if they come back further than the current wall, there
33 is a large tree that would not survive. He stated that he is not in favor of the City allowing this lot
34 combination and would prefer a residential home on this lot and asked the Commission not to
35 approve this request. He noted that the cul-de-sac for the Edina building was built in the early
36 1970s and noted that the building was given no setback so it comes out to Huntington Avenue. He
37 stated that the slope came in the mid-1970s when all the fill was brought in and reminded the
38 Commission that the existing building has a garage that he worked in when he was in high school.

39
40 Bruno Silikowski, 173 Huntington Avenue S, stated that when this was developed and they put in
41 the gas station they also included a residential buffer. He stated that he feels the issue is that the
42 temporary solution was the residential buffer and he feels the City needs to protect the original
43 intent for the property and the people who have been paying taxes for a long time and those are
44 the ones who will be impacted, depending on what takes place on this lot. He stated that with the
45 last proposal, he thinks the big issue was the drive-through component and not the restaurant
46 concept that would operate during normal business hours. He stated that they are in support of the

1 owner being able to develop their property because there is no doubt that it needs to be better than
2 an empty gas station. He asked that the Commission not agree to anything that will be intrusive
3 at all with sound and light. He reiterated that if there was a restaurant that was open for normal
4 business hours, he thinks that would be fine because it would have quiet enjoyment. He reiterated
5 that he thinks the idea of the drive-thru coffee establishment was the biggest rub during the last
6 proposal. He stated that if the City decides to agree to turn this into commercial space, he feels
7 there should be a covenant in place that says that they cannot do things like have a drive-thru coffee
8 establishment. He stated that his concern is that with this lot combination they are preparing to
9 open the flood gates and will be able to do things that the City cannot stop it and asked that the
10 Commission move ahead intelligently and have 'bumpers' in place, like when a child is bowling,
11 in order to keep this on track and not cause harm in the neighborhood. He stated that the existing
12 residential buffer has allowed the residential neighborhood to have some separation from the
13 enterprises that take place. He explained his fear that the developer is being nefarious and is trying
14 to get this lot combination in order to push through a drive-thru coffee place which would truly be
15 offensive to most people in the neighborhood. He stated that his fear is that if the City allows them
16 to have this lot combination, it will open up doors and they will be able to do many things that will
17 lose the value of the neighborhood. He stated that this is a nice quiet neighborhood that does not
18 have a lot of noise at night. He stated that he would not support this lot combination and if the
19 City does vote in support of it he would ask that they put some sort of covenant in place that
20 nothing can be built, structurally, over that piece of land, other than parking. He asked what
21 percent of the 35 feet would the developer gain of that parcel.
22

23 Nan Sloane, 144 Huntington Avenue S, stated that she would echo the comments made by Ms.
24 Silikowski. She stated that if there is an opportunity to hold off on combining these two lots until
25 there is a well defined plan, she would support that. She stated that it is very hard for the
26 neighborhood to get on board with supporting the City making this commercial. She noted that in
27 an ideal world this space would be made into a little park that would continue to provide a buffer.
28 She stated that the detrimental aspects to a coffee shop and drive-thru has already been discussed
29 and asked if that was even an option. She stated that she is confused and does not know what will
30 happen and stressed that she does not want any kind of drive-thru business in this location. She
31 stated that she wants to know what is going in there before she can support the development. She
32 stated that she also sympathized with the property owner because there are a lot of expenses, but
33 believes the he should have known what he was buying. She stated that if the idea is now not to
34 take down the building, but basically 'put lipstick on a pig', she shared her concerned that it is
35 basically just going to be a flip as all commercial property and the neighborhood would have no
36 idea of what will be going in there. She stated that once the decision is made that this is
37 commercial, the decision cannot be reversed. She asked if it was possible to put this decision on
38 hold until there is a firm plan on what will go into this location.
39

40 There being no one wishing to comment on the application, Chair Parkhill closed the public
41 hearing at 7:26 pm.
42

43 Chair Parkhill asked staff to answer the questions that were raised during the public hearing.
44

45 Community Development Director Goellner is the C-3 District typically contains mostly retail
46 uses that generally have a lower impact. She stated that the use is restricted by how much parking

1 can be available on the site, and in this case there are only 22 parking spaces that fit on the property
2 which will probably be the largest determinate of what users may fit in this location. She explained
3 that a restaurant use would require 5 times the amount of parking that retail requires so it would
4 be very difficult to place a restaurant in this location. She stated that it may be possible but that it
5 would require some approvals from the Planning Commission and the Council for a parking
6 variance. She stated that the applicant is requesting a retail use which is permitted in the C-3
7 district. She stated that when there is an application with a proposed use that is permitted and can
8 meet all performance standards, the assumption is that the plan can meet all City requirements.
9 She noted that if they were interested in other uses, such as a drive-thru, they would need to come
10 back with a CUP request.

11
12 Commissioner Stockton stated that she believes the fear expressed by the residents is that if this is
13 combined it will create a new slate, so all the thinking of keeping it contained in the existing
14 building would go to the wayside. She stated that because there is no plan in place, there is
15 essentially no 'anchor' to the concept of just keeping it to retail.

16
17 Community Development Director Goellner stated that if the CUP comes before the Commission
18 they will make their decision based on the facts of that exact case, and tonight, they are just being
19 asked to look at the facts of this exact case. She reviewed the setback requirements for the district
20 and noted that the southern parcel is 35 feet long and the building setback requirement for this
21 district is 50 feet. She stated that there has been discussion of having an easement where you
22 cannot build, but that this is effectively what the building setback is doing. She stated that a rear
23 yard setback of 50 feet creates a no-build zone of 50 feet. She stated that this is one way to
24 minimize impact to the south and noted that the parking setback is only 10 feet. She stated that
25 there was a question raised about the possibility of the retaining wall moving and how that would
26 affect the plans. She explained that she has a hard time believing that there is a lot of room to
27 change that slope because it is a small space and would need engineering support to show it was
28 possible.

29
30 Commissioner Douglas stated that she drove through the lot with her headlights on to see the
31 possible issue with headlights. She asked what benefit there would be of an 8 foot fence
32 requirement rather than a 6 foot fence.

33
34 Community Development Director Goellner stated that determining the effectiveness of various
35 fence heights can be very difficult to determine. She stated that 8 foot fences are very domineering
36 because the extra two feet is far over human scale and can be considered unsightly. She stated that
37 it may work on a steep slope but would also require larger footings so it may not be something the
38 applicant would want to pursue. She stated that there may actually be a six foot maximum fence
39 height in this area just because they are usually quite unsightly.

40
41 Commissioner Douglas stated that she remembers that with the application with the bank the City
42 had asked them to put in some arborvitae or greens in front of the fencing and asked if that would
43 be possible with this lot combination and if there would be an area to put in some tall greenery.

44
45 Community Development Director Goellner stated that requiring additional landscaping may be a
46 bit above and beyond the scope of what is appropriate.

1
2 City Attorney Schelzel explained that the bank application Commissioner Douglas referenced was
3 a CUP because there was a drive-thru. He stated that when there is a conditional use with higher
4 impacts, it is easier and appropriate in most cases to attach some conditions that are designed to
5 lessen the impacts. He stated that is not what is front of the Commission, but noted that the
6 applicant can voluntarily do that extra landscaping.
7

8 Chair Parkhill asked if the plans from the bank had moved the retaining wall back to the lot line.
9

10 Commissioner Douglas stated that they had planned to move the building up to Wayzata
11 Boulevard.
12

13 Chair Parkhill questioned what would allow the City to control what can be in this location and
14 asked if it was changing the grade or whether there are heritage and significant trees. He stated
15 that he would not want to see the retaining wall moved back.
16

17 Planner Quarles stated that with the tree preservation ordinance, if trees would come down there
18 would need to be trees planted along the retaining wall or some sort of fee paid. She stated that
19 she believed the City's preference would be to replant the trees along the retaining wall. She stated
20 that she thinks there is some discretion about screening to make sure the fence is in an optimal
21 place as opposed to sitting at the bottom of a retaining wall where it wouldn't do much. She stated
22 that she is not sure that the Commission can directly set any kind of condition on the future of the
23 retaining wall other than to fix it. She noted that something as major as replacing a retaining wall
24 will filter through a lot of people at the City.
25

26 Chair Parkhill noted that if the grade is changed by more than 2 feet it will also have to go through
27 the Council.
28

29 Commissioner Schwalbe stated that the parking lot behind the building is currently the buffer
30 between the building and the residential property.
31

32 Planner Quarles stated that she would say that the parcel with the retaining wall on it is more of a
33 buffer. She stated that the parking lot would provide some distance but isn't sure that the public
34 would view that as a buffer.
35

36 Commissioner Schwalbe stated that she thinks there is already a pretty good buffer with the
37 retaining wall and fence and thinks a business will be less disruptive to the neighborhood than the
38 gas station. She stated that she feels there is a lot of good about this proposal as long as the City
39 doesn't lose control of what they actually do with the building.
40

41 Chair Parkhill stated that he is assuming that the retaining wall and fence will stay in their current
42 location and feels that Commissioner Schwalbe is expressing the desire for some guard rails to
43 ensure that this doesn't end up being a 15 foot retaining wall next to the neighboring home. He
44 stated that he feels that there are already some of these guard rails in place that would eliminate
45 that possibility.
46

1 Commissioner Stockton stated that there is already a non-conforming lot and asked if the solution
2 could also be somewhat 'non-conforming'. She stated that there is a lot of logic behind combining
3 the lots and asked if there could be a recommendation that the Council allow the combination of
4 the lots upon review of the landscape plan for the area.

5
6 Community Development Director Goellner explained that the City has not tied a lot of
7 landscaping plans to developments in the City.

8
9 Planner Quarles stated that if the applicant decides to build a new building on this property or
10 make major changes that trigger the design standards, that would be an additional level of review
11 that they would need to go through. She stated that the design standards also push businesses to
12 put parking in the back which would continue to push the building away from the residential areas.

13
14 City Attorney Schelzel stated that there would be landscaping required with the parking lot and
15 there are a lot of code items with the grading and fence regulations that staff will look at to ensure
16 that the proposal makes sense. He stated that if there is a dramatic difference, there would be the
17 additional requirements that are triggered that Planner Quarles was referencing.

18
19 Commissioner Douglas asked when the gas tanks are gone if parking would be allowed in front of
20 the building or if that would be a separate request.

21
22 Community Development Director Goellner stated that it will depend on whether their exact
23 renovation plans trigger the design standards or not.

24
25 Commissioner Sorensen stated that it appears as though the biggest potential detriment of
26 combining the sites are the possibility of building the retaining wall on or close to the property line
27 and bringing in a lot of fill, but asked if he was correct that staff was saying that there may be some
28 control over those things because of engineering and that changing that much grade would require
29 some additional approvals.

30
31 Community Development Director Goellner stated that he was correct because there is a section
32 of code about drainage/grading and modifications that alter the average grade of an individual lot
33 more than 2 feet will require approval by the Council.

34
35 Commissioner Sorensen stated that as long as the City will have some control over that issue, he
36 feels that may be the biggest potential issue with combination of the lots.

37
38 Chair Parkhill asked the Commission to share their questions and feedback on the application.

39
40 Commissioner Stockton stated that she is having trouble envisioning the southern lot being used
41 for a home. She stated that she feels it is clear that the Commission is stressing caution for the
42 aesthetics and for the sense of peace between the two areas to come through the development. She
43 stated that she feels that logic points the Commission towards a combined lot.

44
45 Commissioner Douglas stated that she agreed on the combination and noted that the property has
46 been empty for many years. She stated that she thinks no matter what ends up happening there,

1 the City will run into this issue. She stated that she feels good about the things staff has shared
2 that there will be built in controls for different things along the way. She stated that she is hopeful
3 that this will allow the residents to feel a bit better about this also. She stated that she would like
4 to see the retaining wall repaired and noted that she thinks this use fits in with the Comprehensive
5 Plan guidance in the area. She explained that she also likes that this is a retention and improvement
6 of a business property in the City.
7

8 Commissioner Sorensen stated that it is important to remember that this whole conversation is
9 over a 35 foot deep piece of property. He stated that he believes part of the emotion surrounding
10 this proposal is that it has been poorly maintained and the retaining wall that was previously built
11 was not adequate. He stated that he would agree with Commissioner Stockton that it is hard to
12 imagine a residential property in this location. He stated that he understands some of the
13 sensitivities and the unknown factors that concern residents but thinks the 'bumpers' are the City
14 process. He stated that another option may be for the neighbors to buy the property and maintain
15 it however they would like, but overall he agrees that use of this site in a combined nature is a
16 good use and will remove the non-conforming issue and would hopefully clean up the site and
17 make it look better. He stated that the 50 foot setback requirement is significant which should
18 provide comfort to the neighbors.
19

20 Commissioner Schwalbe stated that she also believes this is in alignment with the Comprehensive
21 Plan and believes that it is time that that City does something in order to make this property more
22 attractive and add some service to the City. She stated that it seems logical to combine the two
23 parcels into one and from what staff has shared it sounds like there are many 'rails' in place to
24 ensure that it doesn't get 'derailed' by having things happen that would adversely affect the
25 neighbors, particularly those down below. She stated that she feels that if the retaining wall is
26 done right, she is hopeful that the neighbors will eventually be able to say that this turned out to
27 actually be a pretty good project.
28

29 Chair Parkhill stated that he also believed that there are guardrails in place to allow the property
30 to be combined and go through the process and believes the Huntington Avenue residents should
31 feel safer knowing that those rails are in place.
32

33 There being no further discussion, Chair Parkhill asked for a motion on the application.
34

35 Commissioner Sorensen made a motion, seconded by Commissioner Schwalbe, to direct staff to
36 prepare a draft Planning Commission Report and Recommendation with appropriate findings
37 reflecting a recommending approval for Lot Combination, Zoning Map Amendment, and
38 Comprehensive Plan Amendment at 1022 Wayzata Boulevard East for review and adoption at the
39 next Planning Commission meeting.
40

41 The motion carried unanimously.



City of Wayzata City Council Agenda Report

MEETING DATE: August 16, 2022	AGENDA ITEM: 8.d
TITLE: Consider Adoption of Resolution 36-2022 Approving Outdoor Patio Conditional Use Permit and Parking Variance at 830 Lake Street East (Baja Haus)	
PROPOSED MOTION: To Adopt Resolution 36-2022 Approving Outdoor Patio Conditional Use Permit and Parking Variance at 830 Lake Street East	
PREPARED BY: Valerie Quarles, Assistant Planner	
REVIEWED BY: Emily Goellner, Community Development Director, Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff and the Planning Commission recommend Adoption of Resolution 36-2022 Approving Outdoor Patio CUP and Parking Variance at 830 Lake Street East.

FINANCIAL OR BUDGET CONSIDERATION:

Typical development application fees and building permit fees are required with this request.

BACKGROUND:

The applicant, Josh Friedt, has submitted a development application for a Conditional Use Permit (CUP) for outdoor sales and service and a parking variance in order to support a seasonal outdoor patio in the parking lot of the Village Center at 830 Lake Street East. The patio would be used by Baja Haus restaurant.

A public hearing was conducted at the Planning Commission meeting on July 18, 2022. The Planning Commission unanimously recommended approval of the application with conditions. The conditions included that the design fulfill safety recommendations made by the Engineering Department and that the patio's footprint allow for the efficient and safe usage of the adjacent parking spaces.

In order to serve liquor on the proposed outdoor patio, the applicant must submit an application to the City to amend the existing liquor license for the business.

ATTACHMENTS:

1. Resolution 36-2022 Approving Outdoor Patio CUP and Parking Variance at 830 Lake St E (Baja Haus)
2. 830 Lake St - Planning Commission Report and Recommendation
3. 830 Lake St - Planning Commission Staff Report
4. 830 Lake St - Application Materials
5. 830 Lake St - Excerpt from Planning Commission Meeting Minutes
6. 830 Lake St - Public Comments

RESOLUTION NO. 36-2022**RESOLUTION APPROVING OUTDOOR PATIO CUP AND PARKING VARIANCE
AT 830 LAKE STREET EAST**

WHEREAS, Baja Haus restaurant, together with Bar Lazy H Three, LLC, owner of the subject property, (collectively, the “Applicant”) has submitted a development application (the “Application”) requesting approvals for an outdoor dining patio (the “Outdoor Patio”) within the parking lot of The Village shopping center at 830 Lake Street E, which is legally described on Attachment A of this Resolution (the “Property”); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application on July 18, 2022, and adopted a Report and Recommendation to the City Council to approve the Application on August 1, 2022, 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 standards and requirements of Wayzata’s Zoning Ordinance.

B. Based on the foregoing, the Outdoor Patio CUP and Parking Variance are hereby **APPROVED**, subject to satisfaction of the following conditions:

1. Applicant must update the design, construction and placement of the Outdoor Patio in ways that meet with the approval of the City Engineer and Building Official to, among other things, incorporate concrete safety barriers similar to the structure used in previous seasons, and position the Outdoor Patio so as to not impede the flow of vehicular and pedestrian traffic, the safe usage of adjacent parking spaces by vehicles, or the ADA-required parking and access.
2. 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 16th day of August 2022.

Johanna Mouton, 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 August 16, 2022.

Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property

Attachment B
PC Report and Recommendation

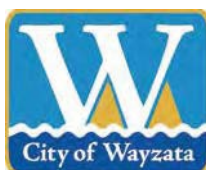
Attachment A

Legal Description and Property Information

Address	1022 Wayzata Blvd E, Wayzata MN 55391
PID's	0611722410015 and 0611722410016
Legal Description	Parcel 1 (Abstract): That part of Block 45, Minnetonka Arlington Heights, Wayzata, Minn., bounded and described as follows: Commencing at a point where the Easterly line of Huntington Avenue intersects the present Southerly line of Superior Boulevard (formerly known as Wayzata Boulevard); thence in an Easterly direction along the Southerly line of said Superior Boulevard a distance of 125 feet; thence in a Southerly direction on a line parallel with the Easterly line of said Huntington Ave. a distance of 150 feet; thence Westerly on a line parallel with the Southerly line of said Superior Boulevard to a point on the Easterly line of Huntington Ave. 150 feet Southerly of the point of beginning; thence Northerly along the Easterly line of said Huntington Ave. to the place of beginning, Hennepin County, Minnesota. Parcel 2 (Torrens): That part of Block 45, "Minnetonka Arlington Heights", described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of Said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning, thence North 88 degrees 08 minutes East to the actual point of beginning.
Abstract or Torrens?	Abstract and Torrens
Certificate No.	1507179

Attachment B
PC Report and Recommendation

DRAFT



WAYZATA PLANNING COMMISSION

AUGUST 1, 2022

REPORT AND RECOMMENDATION OF APPROVAL OF CUP FOR OUTDOOR PATIO AND VARIANCE FOR PARKING FOR 830 LAKE STREET E

SUMMARY OF RECOMMENDATION

1. **Approval*** of CUP for outdoor dining patio
2. **Approval*** of Variance from parking requirements for outdoor patio CUP

** with certain conditions listed at the end of this Report*

REPORT

Section 1. BACKGROUND

- 1.1 **Project.** Baja Haus restaurant, together with Bar Lazy H Three, LLC, owner of the subject property, (collectively, the “Applicant”) has submitted a development application (the “Application”) requesting approvals for an outdoor dining patio (the “Outdoor Patio”) within the parking lot of The Village shopping center at 830 Lake Street E (the “Property”).
- 1.2 **Approvals Requested.** The Application requests approval of the following:
 - A. **Conditional Use Permit (CUP) – Outdoor Dining Patio:** A conditional use permit for the Outdoor Patio under Sec. 937.05.K (the “Outdoor Patio CUP”).
 - B. **Variance – Parking:** A variance under Sec. 904.02.F from the Sec. 937.05.K CUP requirements that the outdoor service use may not take up parking space that is required by the Zoning Ordinance (the “Parking Variance”).
- 1.3 **Property.** The address, property identification numbers and owner of the subject property (the “Property”) are as follows:

Address	PID	Owner
830 Lake St E	06-117-22-42-0044	Bar Lazy H Three, LLC

The legal description of the Property is attached to this Report as Attachment A.

- 1.4 Land Use Designations. The Property falls within the following land use districts:

Zoning:	C-2/Shopping Center District
Comp Plan designation:	Central Business District
Overlay districts:	S/Shoreland Overlay District

- 1.5 Notice and Public Hearing. A neighborhood meeting on the Application was held on June 29, 2022 in accordance with City policy. Notice of a public hearing on the Application was published in the *Sun Sailor* on July 7, 2022. The public hearing notice was also mailed to all property owners located within 500 feet of the Property on July 7, 2022. The public hearing on the Application was held at the July 18, 2022 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Outdoor Patio CUP. City Code Section 937.05.K provides the criteria for allowing outdoor sales and services associated with an outdoor dining patio in the C-2/Shopping Center District, which are:

- A. Outside services, sales and equipment rental connected with the principal use is limited to 30 percent of the gross floor area of the principal use. Uses specified as requiring a separate conditional use permit shall be exempted from this provision.
- B. Outside sales areas are landscaped and fenced or screened from view of neighboring residential uses or an abutting "R" District.
- C. All lighting shall be hooded and so directed that the light source shall not be visible from the public right-of-way or from neighboring residences.
- D. Areas are asphalt or concrete surfaced.
- E. The use does not take up parking space or loading areas as required for conformity to the Zoning Ordinance.
- F. Additional parking, pursuant to Chapter 920 of the Zoning Ordinance is provided for said space.
- G. The provisions of section 904.2.F of the Zoning Ordinance for a conditional use permit, which require City Council to consider possible adverse effects of the proposed conditional use. Council's judgment shall be based upon (but not limited to) the following factors:

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

2.2 Parking Variance. Section 905.01.C provides the criteria for reviewing a variance from the standards of the Zoning Ordinance. These criteria 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 this Ordinance.
- C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by Zoning Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.
- D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

- E. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with this Ordinance.
- F. The City Council shall not permit as a variance any use that is not allowed under this Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.
- G. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- H. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Section 3. FINDINGS

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

3.1 Outdoor Patio CUP.

- A. The Outdoor Patio will be limited to 30 percent of the gross floor area of the principal restaurant use.
- B. The Outdoor Patio will be landscaped and fenced or screened from view of neighboring residential uses. Patrons using the Outdoor Patio will be minimally visible from the Promenade development apartment residents across Lake Street.
- C. All lighting associated with the Outdoor Patio will be hooded and so directed that the light source will not be visible from the public right-of-way or from neighboring residences.
- D. The constructed base of the Outdoor Patio sits atop an asphalt surface.
- E. The requested Parking Variance would modify the requirement that the Outdoor Patio not take up parking space or loading areas as required for conformity to the Zoning Ordinance.
- F. The requested Parking Variance would modify the requirement that additional parking, pursuant to Chapter 920 of the Zoning Ordinance is provided for said space.

- G. The provisions of Section 904.2.F of the Zoning Ordinance have been considered and are all satisfactorily met. The Outdoor Patio (the “Proposed Use”) would have not have adverse effects on the surrounding area based upon the following:
1. The Proposed Use is consistent with the policies or provisions of the official City Comprehensive Plan.
 2. The Proposed Use is compatible with present and future uses of the area, which include restaurants and outdoor patios and dining areas.
 3. The Proposed Use conforms to all relevant performance standards contained in the Zoning Ordinance, with the exception of the parking variance included in this request.
 4. The Proposed Use will have a positive effect on the area in which it is proposed as noted elsewhere in this Report. Certain other business within the shopping center have positively commented on the proposal.
 5. The Proposed Use will not have a known negative impact upon property values in the area. Outdoor seating is perceived as a positive addition to the vitality of the area.
 6. The Proposed Use will not generate additional traffic beyond what existing streets and parking areas can handle. Since the restaurant currently does not open until 4 p.m., when other businesses in the shopping center are concluding business, the patio’s impact on the parking lot is reduced.
 7. The Proposed Use will not have an impact upon existing public services and facilities including parks, schools, streets and utilities, and the City’s service capacity.

3.1 Parking Variance. The Parking Variance meets all of the standards for granting a variance under the Zoning Ordinance:

- A. The Parking Variance for the Outdoor Patio CUP is in harmony with the general purposes and intent of the Zoning Ordinance in terms of the allowed proposed Outdoor Patio use; and is consistent with the Central Business District guidance of the Comprehensive Plan, which includes the objectives of walkability and vitality.
- B. The Applicant has established that there are practical difficulties in complying with all of the Zoning District parking standards, in that:

1. The Outdoor Patio is reasonable, in that the use will be seasonal and the hours of operation will coordinate with other uses in the area; further, the Applicant has operated an outdoor patio successfully in the recent past, as detailed in the Staff Report;
 2. The plight of the Applicant is due to circumstances unique to the Property and not created by the Applicant, in that there is limited parking possible on the Property and the principal use is located towards the center of the shopping mall; and
 3. The Parking Variance, if granted, will not alter the essential character of the locality in that the building and general parking area would not substantially change, the parking demand could be met, and the use proposed would be substantially similar to the surrounding area, which includes a variety of outdoor dining options.
- C. Economic considerations alone do not constitute the practical difficulties in this case, but rather the lack of parking on the Property.
- D. The Parking Variance is not a use variance.
- E. The Application submitted by the Applicant set forth reasons that the Parking Variance is justified under the criteria of the Zoning Ordinance in order to make reasonable use of the land and building.

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 Outdoor Patio CUP and Parking Variance, subject to the following conditions:

- A. Applicant must update the design, construction and placement of the Outdoor Patio in ways that meet with the approval of the City Engineer and Building Official to, among other things, incorporate concrete safety barriers similar to the structure used in previous seasons, and position the Outdoor Patio so as to not impede the flow of vehicular and pedestrian traffic, the safe usage of adjacent parking spaces by vehicles, or the ADA-required parking and access.
- B. 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 1st day of August 2022.

Attachments:

Attachment A: Property Information and Legal Description

Attachment A

Property Information and Legal Description



**Staff Report
Wayzata Planning Commission
July 18, 2022**

Project Name: Baja Haus Patio
Requests: Conditional Use Permit, Variance
Applicant: Josh Friedt, Baja Haus
Applicant's Representative: Bill Rolandelli
Addresses of Request: 830 Lake St E
Prepared by: Eric Zweber, Consulting Planner
Valerie Quarles, Assistant Planner
"120 Day" Deadline: September 23, 2022 (extended from July 23, 2022)

Development Application

Introduction

The applicant's representative, Bill Rolandelli, on behalf of Baja Haus restaurant, has submitted a development application to construct an outdoor dining patio within the parking lot of The Village shopping center at 830 Lake St E. The development application requests approval of a conditional use permit and variance for outdoor sales and service.

Property Information

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

Address	PID	Owner
830 Lake St E	06-117-22-42-0044	Bar Lazy H Three, LLC

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

Current zoning:	C-2/Shopping Center District
Comp plan designation:	Central Business District
Overlay districts:	Shoreland Overlay District

Project Location

The property is in The Village shopping center on the south side of Lake Street between Superior Blvd and Circle A Dr.

Map 1: Project Location



Application Requests

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

- A. Conditional Use Permit (§ 937.05.L): Outdoor services or sales as an accessory use in the C-2 zoning district.
- B. Variance (§ 937.05.L.4): The conditional use permit standards for outdoor services or sales state that the use may not take up parking space that is required by the zoning ordinance. The proposed patio would occupy four stalls that are needed to meet the minimum parking requirement for the shopping center.

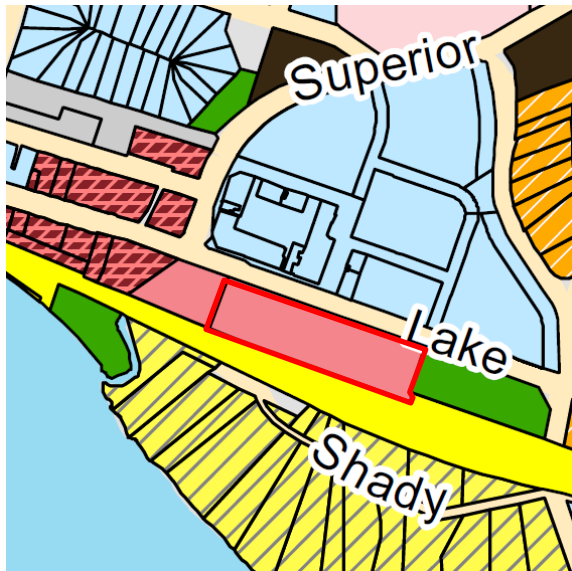
Adjacent Land Uses

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

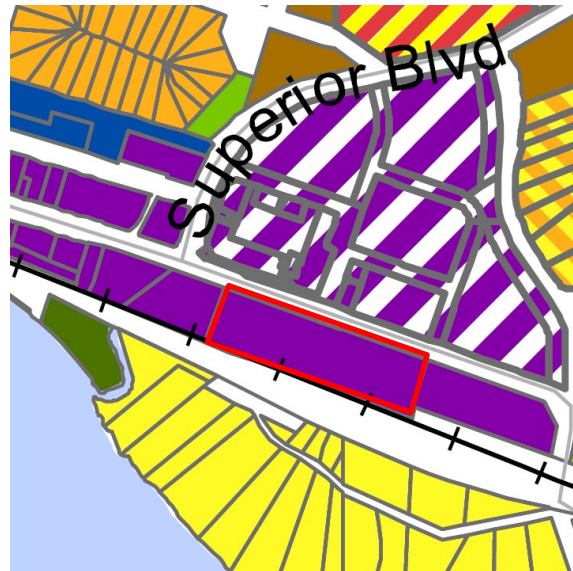
Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	Promenade of Wayzata	PUD/Planned Unit Development	Downtown Mixed Use District
East	City-owned open space	Parks and Open Space	Central Business District
South	BNSF Railroad	R-2 Medium Density Residential District	N/A
West	Cross Creek Shoppes	C-2 Shopping Center Business District	Central Business District

Map 2: Adjacent Land Uses

Zoning



Comp Plan Land Use Designation



Public Hearing Notice

The public hearing notice was published in the *Sun Sailor* on July 7, 2022 and mailed to all property owners within 500 feet of the subject property on July 7, 2022.

Neighborhood Notification

Per the Neighborhood Notification and Meeting Policy, the applicant sent a letter to all properties within 500 feet describing their development proposal and their contact information on July 7, 2022.

Analysis of Application

Proposed Plans

Baja Haus is proposing to add an outdoor dining patio adjacent to their restaurant which would occupy four parking spaces within the existing parking lot. The applicant has provided renderings of the proposed patio. The patio would consist of a 18x34' platform base to align the patio floor with the sidewalk, a 9' tall pergola structure, and a railing along the perimeter of the patio, with one opening from the sidewalk for access. The patio would contain 8 tables and approximately 32 chairs. The proposed patio would be installed seasonally for outdoor use May-October. When not in use, the platform structure, pergola, and tables would be removed, and the parking stalls would be available for parking. The current hours of operation for Baja Haus are Monday-Thursday 4-9 p.m. and Friday-Saturday 4-10 p.m. The applicant states many tenants in the shopping mall are closing for the day when the restaurant opens, therefore opening up many parking spaces.

Business	Current Hours, Monday-Saturday (earliest closing to latest)
MDS Remodeling	Monday-Saturday: 9am-5pm
Village Meats and Deli	Monday-Friday: 8am-6pm Saturday: 8am-5pm
Hirshfield's Wayzata	Monday-Friday: 7am-6pm Saturday: 8am-4pm
Anna's Alterations	Monday-Friday: 10am-6pm Saturday: 10am-4pm
Lavish Salon Wayzata	Monday-Thursday: 9am-9pm Friday: 9am-5pm Saturday: 9am-4pm
Jade Fountain	Monday-Thursday: 11am-9:30pm Friday-Saturday: 11am-10pm
Baja Haus	Monday-Thursday: 4pm-9pm Saturday: 4pm-10pm

Hours of operation as seen on Google Maps, July 12, 2022

Jade Fountain hours of operation from company website

Previous Request

Baja Haus previously requested a conditional use permit and parking variance in June of 2018. The requests were withdrawn after the Planning Commission had approved a PC Report and Recommendation recommending denial of the requests.

During the local Emergency Order due to the COVID-19 pandemic, outdoor seating was encouraged for local restaurants. In 2021, Baja Haus installed the outdoor seating area that is currently being requested. The City has not received any complaints since the installation of the outdoor seating and attached to this memorandum is a letter of support from neighboring businesses within the shopping center.

Parking

The shopping center is approximately 43,200 square feet in size and contains a mix of retail, restaurant, service commercial, and restaurant uses. When determining parking for a shopping center, the zoning ordinance does not distinguish between the individual tenants or uses in the building. The ordinance requires one parking space for each 150 square feet of floor area of the shopping center. Based on the building size and minimum parking requirement, the property is required to have 259 parking stalls, and there are 164 on-site parking stalls provided. Therefore, the property is non-conforming and does not meet the minimum parking requirements.

The availability of parking within the lot has not been subject to a formal study in recent years, but parking availability is likely related to the hours of operation for the collective businesses. The table at the top of this page shows that the hours for Baja Haus begin toward the end of the business day and have limited conflicts with most other immediately

adjacent businesses in the shopping center, with the exception of Jade Fountain and Lavish Salon.

Conditional Use Permit Standards – Outdoor Sales and Service

Outdoor sales and service operations requiring a conditional use permit are subject to specific standards for size, screening from residential areas, lighting, and ground surface material. The proposed patio meets these specific CUP standards.

The proposed patio is below 30% of the gross floor area of the principal use and patrons are minimally visible from the Promenade development apartment residents across Lake Street. The proposed lighting is directed so that the light source is not visible from the public right of way and the patio sits atop an asphalt surface.

The proposed patio does not meet one of the standards for required parking – it seasonally obstructs spaces that are needed for the property to meet minimum parking requirements. The minimum parking requirement is not increased with this proposal. Typically, seasonal patios are not included in the calculation of minimum parking requirements. Year-round patios are included.

Conditional Use Permit Standards – General

The general conditional use permit standards are designed to maximize the positive impact of the proposed use while minimizing negative effects that the proposed use may have on its surroundings. Outdoor dining appears to be compatible with present and future uses of the area, as restaurants are a common use along Lake Street and seasonal patios/sidewalk cafés are frequently seen. The Planning Commission should consider how the proposed patio may fulfill the Comprehensive Plan objectives of walkability and vitality, and what effect it may have on the rest of the parking lot, as well as the broader area.

Variance Standards

The variance standards are primarily intended to determine whether projects are being proposed as a result of a practical difficulty, and whether they meet the intent of the Ordinance and the Comprehensive Plan. The Zoning Ordinance requires that outdoor dining in the shopping center district be located in an area that does not take up parking spaces or loading areas. This can be difficult to achieve for shopping center tenants located in the center of the site. Tenants located on the end of a shopping center typically have more options for outdoor dining locations that comply with this requirement. In order to serve customers efficiently and comply with liquor sales restrictions, outdoor dining must be contiguous with indoor dining. It cannot be located elsewhere on the site.

The proposed patio has existed on the site over the past two summers under the temporary outdoor seating permits related to the pandemic, and cannot exist in front of the building without occupying parking spaces. The Planning Commission should consider whether the parking variance will alter the essential character of the area and whether the parking variance is consistent with the Comprehensive Plan.

Public Comments

The City received a signed letter from the two adjacent business owners (Village Meats & MDS Remodeling) to Baja Haus supporting the proposed patio. The letter states that the temporary patio approved for Baja Haus during the COVID-19 pandemic has been beneficial to all parties. The patio will be available to use for both tenants during non-business hours for Baja Haus.

Staff Comments

The Engineering Department stated that although the proposed patio will be located entirely on private property, there are concerns about safety and protection of patrons from motorists in the parking lot. Previously, concrete jersey barriers were used to separate the patio from the rest of the parking lot, which offers some protection for people in the patio area. In addition, the current layout of the parking lot doesn't meet the minimum standards described in City Code Chapter 920. The existing drive aisle is less than the 24 foot minimum, and the existing parking stalls are less than the 18 foot minimum length. This condition contributes to congestion and difficulty navigating the parking lot for motorists.

The Building Inspections Division stated that the proposed structure is a freestanding pergola, so it would be regulated by the building permit process. If the ADA parking access aisle is relocated, the applicant will be required to cut in a new curb ramp. The applicant should also include a ramp into the patio area.

Standards of Planning Commission Review of Application Requests

The application request is a quasi-judicial review and decision, meaning that the Planning Commission acts similar to a judge in a courtroom and applies the relevant rules of the Zoning Ordinance to this particular property and proposed development.

The Planning Commission should recommend approval of the conditional use permit request by the applicant if the Commission determines that they meet all criteria for granting a conditional use permit in City Codes § 904.02.F and § 937.05.L.

The Planning Commission should recommend approval of the variance request by the applicant if the Commission determines that they meet all criteria for granting a variance in City Code § 905.01.C.

Primary Questions to Consider

- Is the proposed use (outdoor dining patio within the parking lot) compatible with current and future uses in the area?
- Will the proposed use negatively affect the area where it's proposed?
- Is the removal of parking spaces for outdoor dining a reasonable use for this property?
- Is the plight of the landowner due to circumstances unique to the property, and not created by the landowner? Would the variance, if granted, alter the essential character of the locality?

Action Steps

After considering the items outlined in this report, holding the public hearing on the application, and discussing the requests of the Application, the Planning Commission should direct staff to prepare a draft *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

Application and Narrative

Proposed Site Plan

Proposed Patio Renderings

Signed Letter from Village Meats and MDS Remodeling

Applicable Code Provisions for Review

Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval. While several criteria appear to be met, **staff has highlighted in bold** the criteria that may require additional discussion with the Planning Commission.

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

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

City Code Section 937.05.K states additional requirements for granting a conditional use permit for open or outdoor services, sale and rental as a principal or accessory use.

1. Outside services, sales and equipment rental connected with the principal use is limited to 30 percent of the gross floor area of the principal use. Uses specified as requiring a separate conditional use permit shall be exempted from this provision.
2. Outside sales areas are landscaped and fenced or screened from view of neighboring residential uses or an abutting "R" District.
3. All lighting shall be hooded and so directed that the light source shall not be visible from the public right-of-way or from neighboring residences.
4. Areas are asphalt or concrete surfaced.
5. **The use does not take up parking space or loading areas as required for conformity to this Ordinance.**
6. **Additional parking, pursuant to Chapter 920 of this Ordinance is provided for said space.**
7. The provisions of Section 904.02.F of this Ordinance are considered and satisfactorily met

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

1. Variances shall only be permitted when they are:
 - a) in harmony with the general purposes and intent of this Ordinance; and
 - b) consistent with the Comprehensive Plan.

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

Project Narrative - Baja Haus CUP & Variance Submittal**Project Description**

Baja Haus proposes to Construct / Operate an Outdoor Dining Patio within the parking lot adjacent to the Baja Haus Restaurant located at 830 Lake Street E, Wayzata. Baja Haus is submitting this application for a Conditional Use Permit & associated Variance for Outdoor Sales & Service

Requests Conditional Use Permit

Outdoor Services as an Accessory Use in the C-2 Zoning District

Variance

Occupy 4 Parking Stalls that are currently needed to meet minimum Parking requirement in the Shopping Center

Proposed Plans

The proposed patio would consist of a platform base ,pergola structure,and railing along the perimeter to prevent patron access to the parking lot from the patio. There would be one opening onto the sidewalk directly in front of the Baja Haus Restaurant. ADA compliance will be met.

Seasonal Use

The Patio Operates May thru October

Hours of Operation

Hours of Operation are Mon-Thurs 4PM-9PM Friday & Saturday 4PM-10PM

How Project Meets CUP criteria

The Lake Street Area in the Spring / Summer / Fall has an outdoor oriented environment. A very high percent of the Dining Establishments operate outdoor Patio / Dining areas. In this CUP request Baja Haus cannot identify any adverse affects this CUP has to the current City of Wayzata CUP Criteria with the exception of the 4 Parking Stalls addressed in the Variance request being reviewed in this Development Application.

How Project Meets Outdoor Service /Sales CUP Criteria

Pursuant to Chapter 976.05 of the CUP Ordinance our focus for this part of the Narrative was in Item 1. We feel that items 1-4 are are solidly met with a note that Item 1 requiring a limit of 30% of the Principle Uses sq ft is actually at approximately 5%. Well under what is the Limit. Items 5&6 are addressed by our Variance request and Item 7 is addressed in our CUP request.

How Removing Parking Stalls meets variance criteria

Baja Haus is requesting that we receive a Variance to use 4 parking stalls abutting the sidewalk directly in front of the Baja House Principle Structure during the months of May thru October each year for the Dining Patio. Baja Haus feels that our Variance request works well with the general purpose and intent of the Ordinance given the specific situation and location. It also appears to be consistent with the current City's Comprehensive Plan. To no fault of the Owners of the Baja Haus there is simply no other area available for the out door Dining / Patio that is afforded to many of the other Dining Establishments in the Lake Street Area. This Variance if granted we feel would have no adverse affects to the Lake Street area . This is also addressed in the "Proof of Concept" section of this narrative.

Project Narrative - Baja Haus CUP & Variance Submittal

How Removing Parking Stalls meets variance criteria (continued)

Baja Haus feels it should be noted that the Hours of Operation for the tenants in the overall Strip Mall is a factor that should be considered. The Baja Haus parking space impact is after 4:00 PM Mon- Sat, close to the time when a lot of the Mall tenants are closing for the day. With the exception of Saturdays on occasion , there is a consistent large amount of open Parking stalls in the overall Mall parking lot.

Proof of Concept

Baja Haus was approved for an Outdoor Dining space in the same size and location we are requesting in this CUP/ Variance application during the year of 2020 & 2021 during the Covid Pandemic Period. The operation of this Outdoor Dining Concept/ Size & Location prooved to work very well with no adverse affects relating to items in concern / review for the CUP and Variance Application. This Outdoor Dining space used 4 Parking Stalls .

Continued Need for Open Air / Outdoor Dining

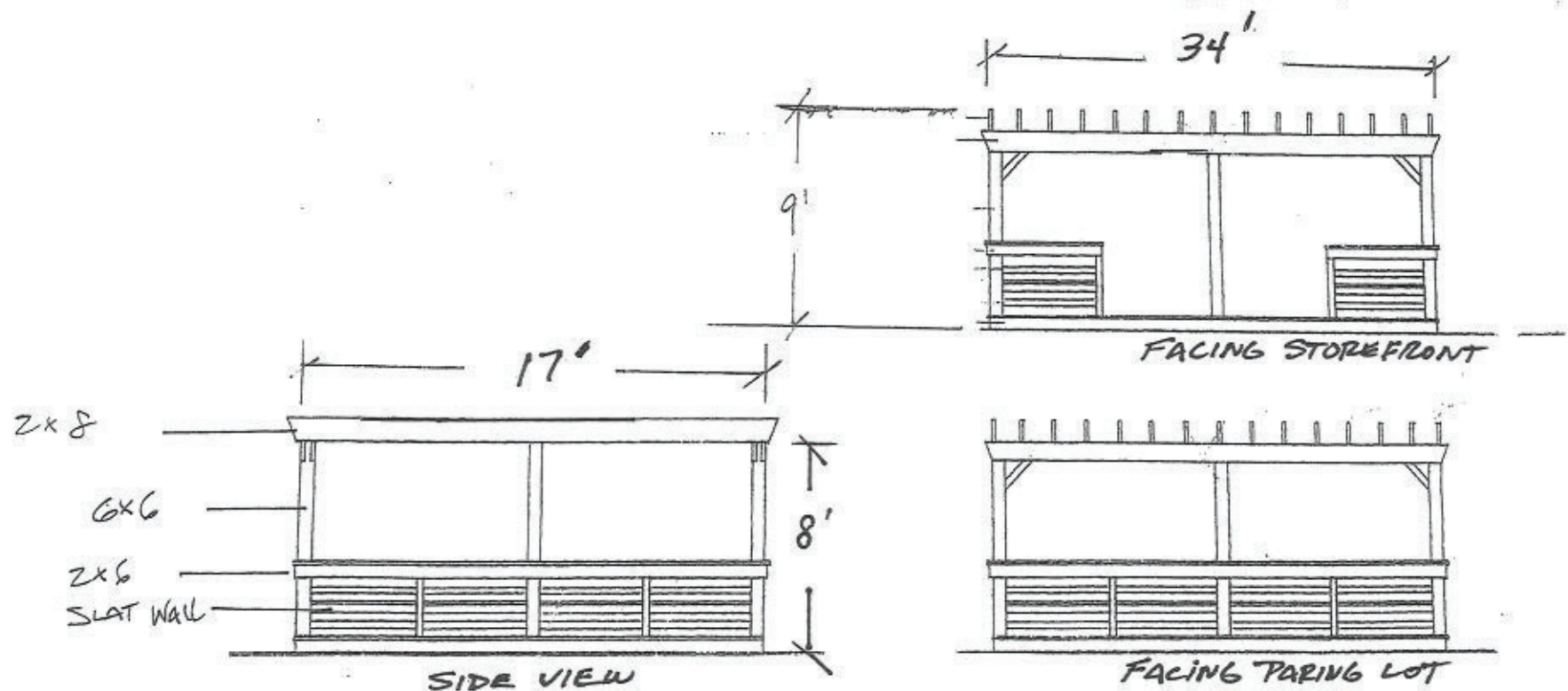
The City of Wayzata and surrounding Communities has a large percent of the Public Officials and the General Public that continue to openly voice an ongoing concern to be Pro-active in providing open air and social distancing opportunities in any establishments where it is all possible now & in the future

BATA HOUSE 4 PARKING PATIO AREA



5/25/2022

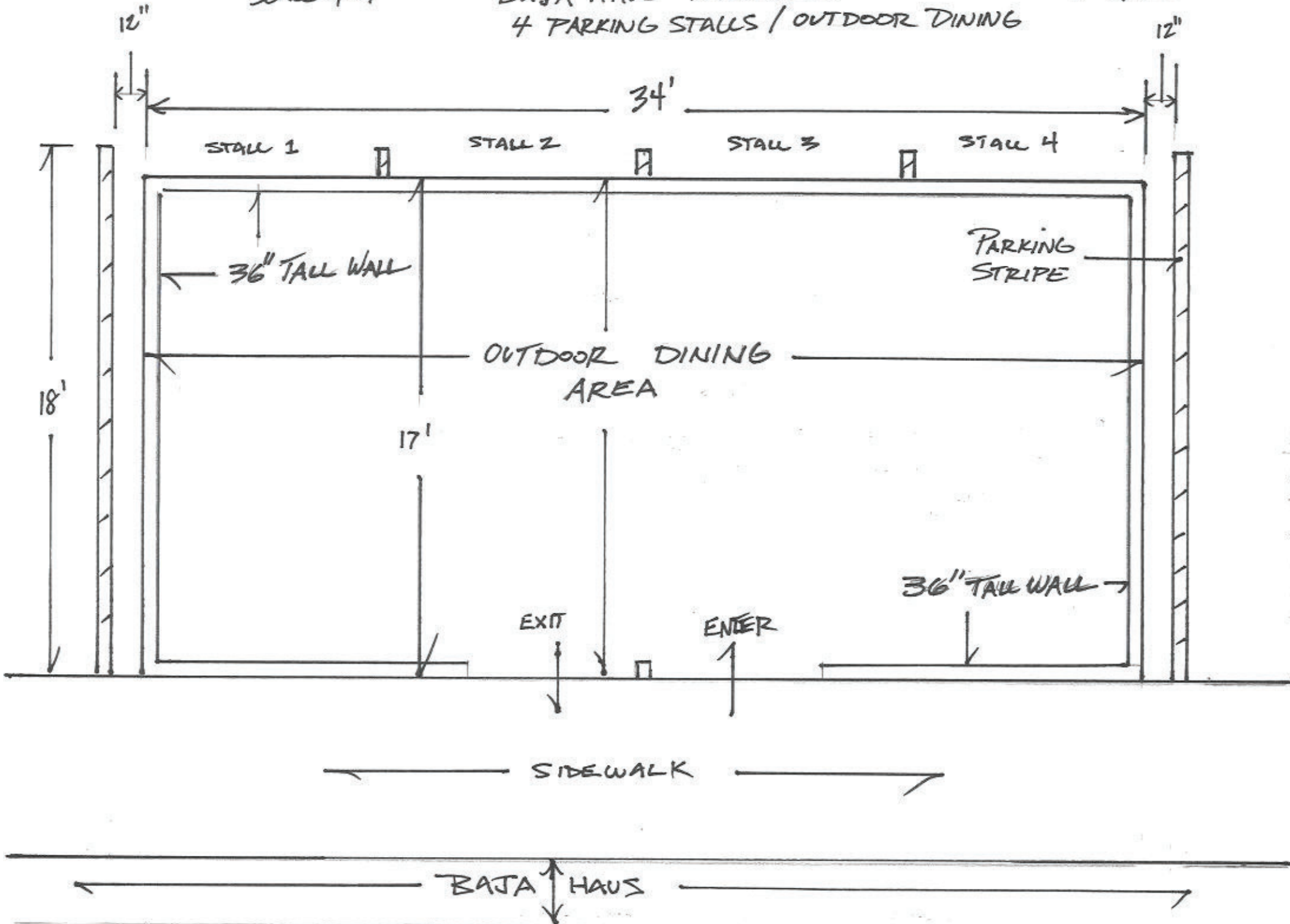
BATA HAUS
PERGOLA STRUCTURE / BARRIER WALLS
NO SCALE



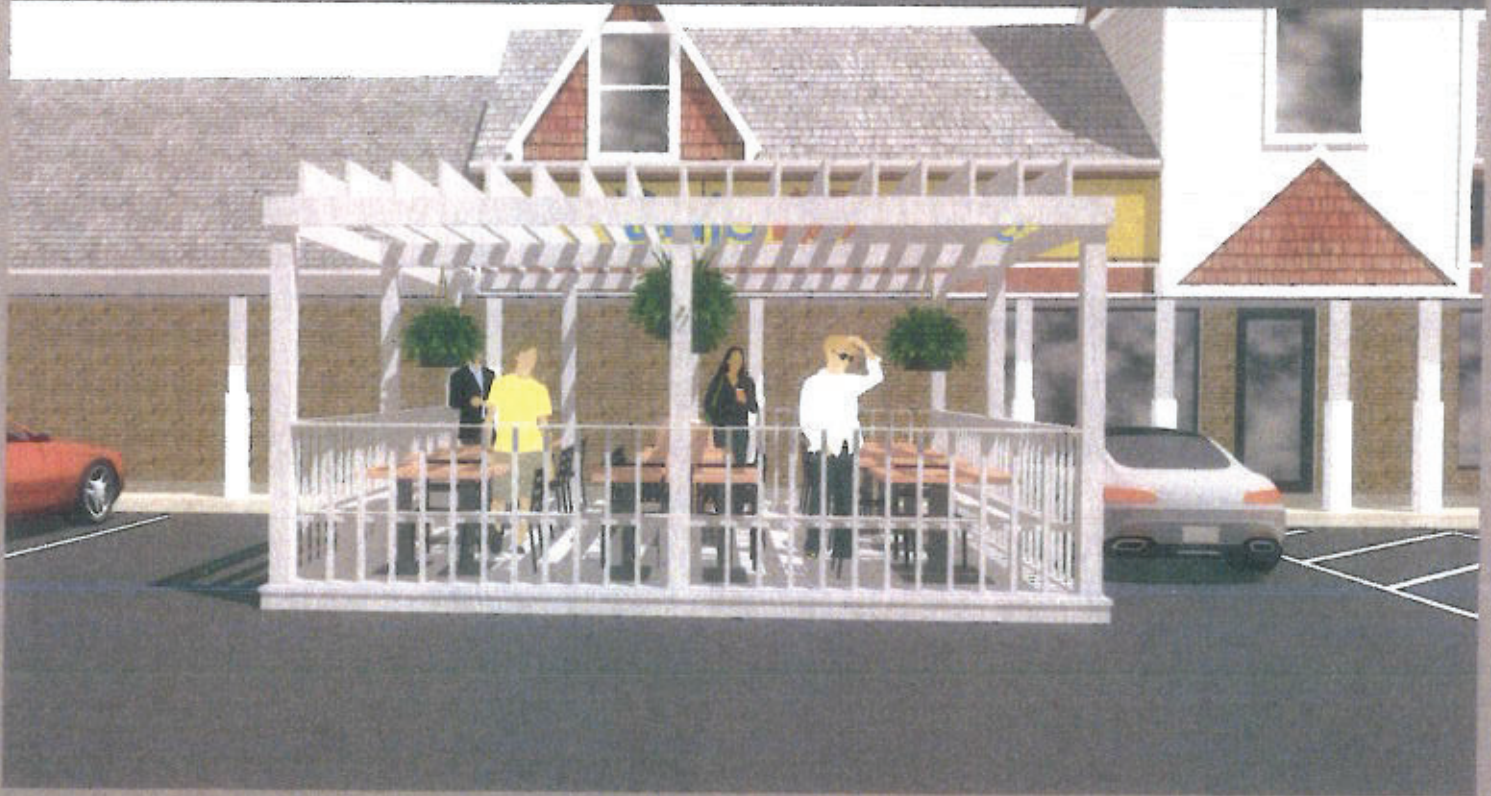
SCALE $\frac{1}{4}'' = 1'$

BAJA HAUS PLAN VIEW
4 PARKING STALLS / OUTDOOR DINING

5/25/2022

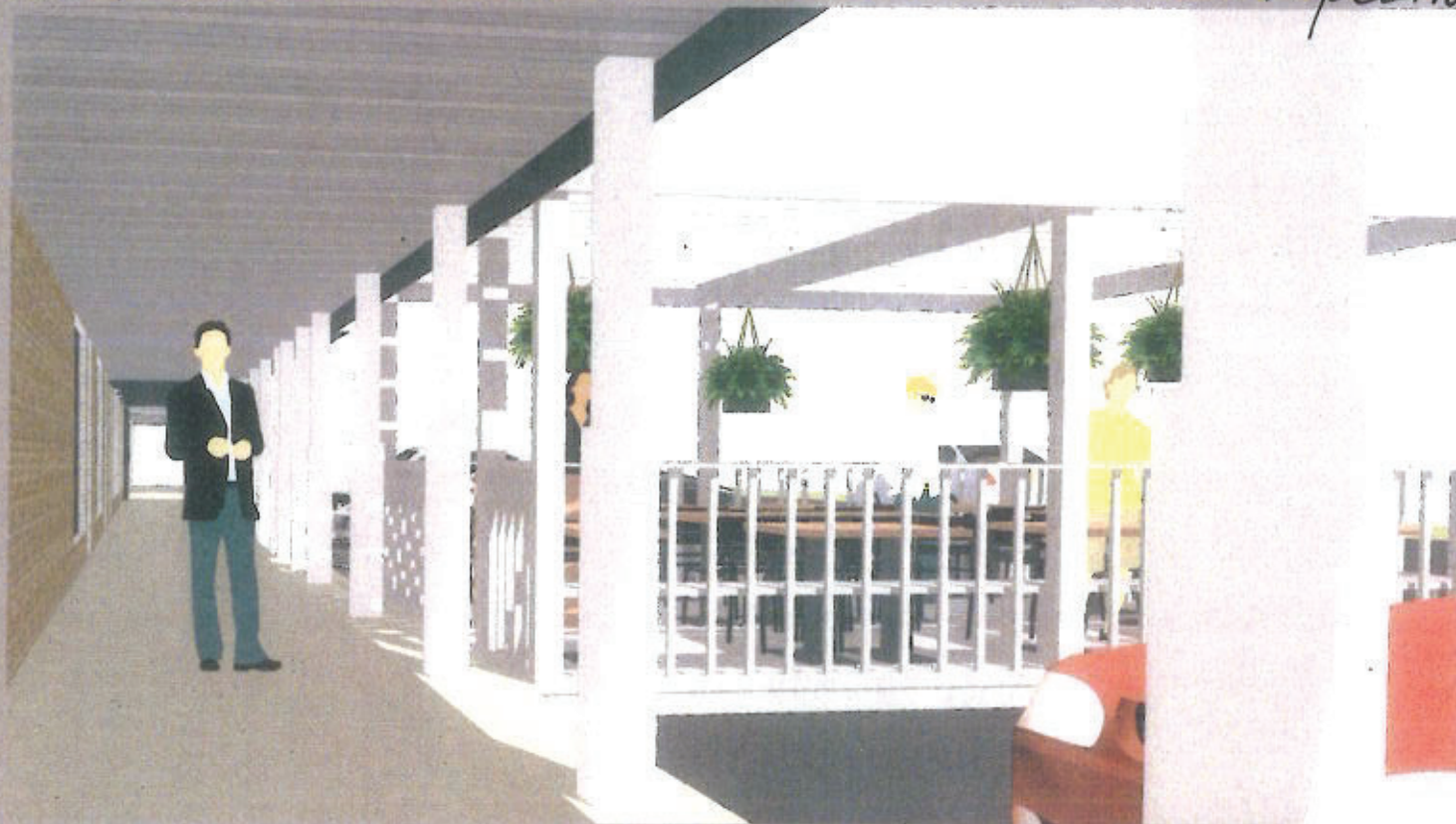


5/25/2022 BAJA HOUSE - OUTDOOR DINING PERSPECTIVE



5/25/2022

BAJA HAUS STOREFRONT PERSPECTIVE



5/25/2022

Baja Haus outdoor patio lights

Product Overview

These decorative patio cafe string lights will illuminate your outdoor gathering in style. Featuring eight clear cafe bulbs with bronze dome and rustic metal wire covers, string along an 11 ft. 11 in. brown cord, up to 7 light strings can be connected together, making these lights ideal for any small or large outdoor space. Eight E12 candelabra-base 5-Watt incandescent bulbs are included.

- 11 ft. 11 in. string length with 9 ft. 11 in. lighted length
- End-to-end functionality allows interconnection of up to 7 sets (priced separately, using just 1 outlet)
- Looks great on a pergola, arbor, gazebo, canopy, or across a courtyard
- Includes (8) E12 candelabra-base 5-Watt incandescent bulbs
- End to end connection, maximum run of 432-Watts
- If 1-bulb burns out, the rest stay lit
- Manufactured with 20-Gauge wire and high-quality sockets



Specifications

Dimensions

Product Depth (in.)

4.33 in

Product Height (in.)

6.25 in

Product Length (in.)

143 in

Product Width (in.)

4.33 in

Details

Exterior Lighting Product Type

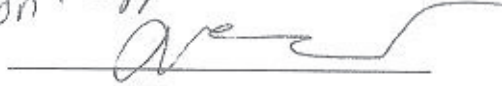
Rope and String Lights

To whom it may concern.

Listed below are the tenants adjacent to Baja Haus. We have discussed and requested approval from said tenants in regards to having a patio in front of Baja Haus. The patio has been beneficial to all parties in the years 2020 and 2021. We hope to continue this moving forward. The patio will be available to use for both tenants during our non-business hours. Baja Haus does not open until 4 p.m. Monday thru Saturday. Therefore, parking should not be an issue for all tenants of the Village Shoppes.

VILLAGE MEATS

Jon Hegg



5/25/2022

MDS Remodeling

Mitch Shepherd

5/25/2022

Thank you for your time,

Josh Friedt

Owner of Baja Haus

**WAYZATA PLANNING COMMISSION
MEETING MINUTES EXCERPT
JULY 18, 2022**

**a) Consider Application for Parking Variance and Conditional Use Permit for
Outdoor Sales and Service at 830 Lake Street E (Baja Haus)**

Planner Quarles, stated that Baja Haus at 830 Lake Street E has submitted a development application for a Parking Variance and Conditional Use Permit for Outdoor Sales and Service. She reviewed the zoning and land use for the property and the surrounding neighborhood. She explained that they had previously applied for an outdoor patio in 2018 which set aside 2 spaces for a seasonal outdoor patio which was denied. She explained that they are currently asking for 4 spaces. She noted that due to the pandemic, the City relaxed their outdoor dining standards through the Temporary Outdoor Patio and Sidewalk Café permits. She stated that the applicant is back with a similar application to 2018, with a CUP for outdoor sales and service and a variance for parking. She gave a brief explanation of details from the site plan and noted that the space would hold 8 tables and about 32 chairs. She reviewed the specific and general criteria for the consideration of the CUP as well as the parking variance. She gave a brief overview of the comments received from the Engineering Department and the Building Official. She stated that the City had received 3 comments on the application, with 2 in favor and one other with questions about how this approval would affect future proposals in C-2 and at the Village Center. She noted that the applicant provided letters from the two businesses beside Baja Haus that gave a positive endorsement regarding the patio.

Chair Parkhill asked if the Commission had any questions for staff.

Commissioner Schwalbe stated that it appears as though there is a lot of parking in the City that is thoroughly underutilized. She stated that she thinks there is something that can be done, as a City, to better advertise this and let people know where they can park their cars and there is great parking available.

Commissioner Sorensen confirmed that the sidewalk would be maintained and open to the public.

Commissioner Stockton asked how the Commission could consider this application without considering the impact on other restaurants in that development or elsewhere in the City that may be looking to put tables into public spaces.

Planner Quarles stated that the Commission looks at the application in front of them. She stated that many of the other businesses that use public space are specifically applying for a Sidewalk Café Permit which is a process that does not come before the Commission, but before the City Council. She stated that Baja Haus is proposing to use private property in order to fulfill their request which is why it is an Outdoor Sales and Service permit and the parking variance instead of a Sidewalk Café Permit.

Community Development Director Goellner stated that this application is unique in that the shopping center has more restaurants than the other shopping center at Colonial Square. She stated

1 that she thinks it is important to look at the exact parking supply and demand right now and treat
2 each applicant uniquely at the time they apply. She stated that there are other restaurants in this
3 shopping center so there is the potential that others may find this to be a successful model and take
4 interest in it. She stated that it is not a permanent structure and is only seasonal. She stated that
5 she thinks the argument may be able to be made that the City requires too much parking for the
6 shopping centers and noted that staff has not identified a shortage of parking in this location.

7
8 Chair Parkhill asked the applicant to address the Commission.
9

10 Josh Friedt, one of the owners of Baja Haus, stated that the last two years had kind of set a
11 precedent for them because they were able to have a 'COVID patio'. He stated that he feels they
12 have proven that it worked and didn't impact the parking. He stated that he felt that any parking
13 issue that there may be is due to people coming over from Benedict's and agreed with
14 Commissioner Schwalbe's comments that better signage would be helpful because he doesn't
15 think people know that there is a ramp right behind them. He stated that it is already halfway
16 through the summer and they would like to get this patio moving if the City approves. He
17 explained that being able to have a patio during the pandemic saved his business.

18
19 Commissioner Schwalbe stated that the plans are to leave 1 foot of space between the platform
20 and the next line of the parking stall and asked if that was enough room for someone to open their
21 door and get out.
22

23 Mr. Friedt stated that he feels it would be enough room, but is open to moving it in another foot if
24 the Commission felt it was necessary. He stated that he would also like to have the concrete
25 barriers, but his landlord does not want them to be used. He stated that he feels it is a safety issue
26 and explained that his idea was put planters around them so they don't just look like concrete
27 barriers. He noted that there had not been any issues with anyone backing into anything when they
28 had their COVID patio.
29

30 Chair Parkhill suggested that they may want to consider steel or concrete bollards. He explained
31 that safety is a concern for him because his sister-in-law was backed into in this type of situation
32 by a car who had lost control, so he would like something done for safety, especially if this is a
33 permanent request.
34

35 Mr. Friedt stated that he would support that 100% because the last thing he wants is for someone
36 to get backed into.
37

38 Community Development Director Goellner noted that the applicant is planning to install this
39 seating seasonally, but the approval would be considered permanent.
40

41 Commissioner Schwalbe stated that safety is a big concern and asked if this is approved what kind
42 of safety measures will take place.
43

44 Community Development Director Goellner explained that the City Engineer had recommended
45 concrete barriers which would be added as a condition of approval when the recommendation is
46 made to the Council.

1
2 Commissioner Schwalbe stated that she thinks the other question is how far this will be from the
3 adjacent parking and noted that the plans right now are for just 1 foot.
4

5 Chair Parkhill stated that he would leave it up to the City Engineer to determine if that is adequate.
6

7 Community Development Director Goellner stated that perhaps the language could be amended to
8 say that it would be 4 parking spaces and that proper distance around the perimeter for cars to
9 function would be determined by the Building Official and the City Engineer, rather than saying
10 an exact distance.
11

12 Chair Parkhill asked how the ADA/handicapped parking spaces would be addressed since that
13 appears to be where he is planning to place the pergola.
14

15 Mr. Friedt stated that his brother is handicapped so ADA compliance is very important to him. He
16 stated that the two handicapped spots will be next to where the patio will be located so they will
17 not be effected.
18

19 There being no questions from the Commission for the applicant, Chair Parkhill opened the public
20 hearing on the application at 8:31 pm.
21

22 Stacy Carisch, 240 Northgate Road, she stated that she thought Baja Haus had this patio for 3
23 years, but realizes now that it has only been two years and they got it during the initial shutdown
24 for COVID. She stated that the patio worked out great and noted that she had not heard any of the
25 other nearby business operators complaining. She stated that her father, George Carisch, has
26 brought up the concerns raised by Commissioner Schwalbe for the last 40 years, but noted that she
27 would disagree that signage is the answer because she feels people don't read them. She stated
28 that she does not see a problem with concrete barriers. She stated that the Baja Haus has been
29 there for a long time and hires great people, which, in her opinion, says a lot about the operators.
30 She stated that she was unaware of the new pergola structure that they would like to put into place,
31 but stated that she trusts the operators to develop a structure that will work for their business as
32 well as the parking lot. She stated that she feels this business deserves someone saying something
33 positive about what they have done and clarified that she did not oppose their request.
34

35 Director Goellner stated there were no people that called in to the meeting that have asked to speak
36 at the public hearing.
37

38 There being no one wishing to comment on the application, Chair Parkhill closed the public
39 hearing at 8:35 pm.
40

41 Chair Parkhill asked for the Commission to share their questions and feedback on the application.
42

43 Commissioner Schwalbe stated that she is in support of this application and thinks that parking
44 will not be an issue.
45

1 Commissioner Sorensen stated that he agreed and feels the benefits outweigh some of the potential
2 downsides. He stated that he would like to ensure that the safety issue is addressed, but overall he
3 is supportive of the request.

4
5 Commissioner Douglas stated that she would also agree and explained that she has never had a
6 problem finding a parking spot in this lot. She stated that she has know Mr. Friedt for many years
7 and feels he is a first class guy and deserves to get this approval.

8
9 Commissioner Stockton stated that she also agreed that this is a good idea but would like to see
10 some type of condition added for concrete barriers.

11
12 Chair Parkhill stated that he would concur and feels this it is a significant enhancement to the
13 community to have outdoor seating.

14
15 There being no further discussion, Chair Parkhill asked for a motion on the application.

16
17 Commissioner Douglas made a motion, seconded by Commissioner Stockton, to direct staff to
18 prepare a draft Planning Commission Report and Recommendation with appropriate findings
19 reflecting a recommending approval of a Parking Variance and Conditional Use Permit for
20 Outdoor Sales and Service at 830 Lake Street E (Baja Haus) for review and adoption at the next
21 Planning Commission meeting.

22
23 City Attorney Schelzel noted that staff has taken note of the concerns raised about safety and the
24 concrete barriers and felt that the thought was that would be incorporated into a condition of
25 approval and be subject to approval by the City Engineer.

26
27 Commissioner Douglas amended the motion, second amended by Commissioner Stockton, to
28 direct staff to prepare a draft Planning Commission Report and Recommendation with appropriate
29 findings reflecting a recommending approval of a Parking Variance and Conditional Use Permit
30 for Outdoor Sales and Service at 830 Lake Street E (Baja Haus) and to include incorporation of
31 concrete barriers for safety as a condition of approval, for review and adoption at the next Planning
32 Commission meeting.

33
34 The motion carried unanimously.

From: [Jeffrey Dahl](#)
To: [Emily Goellner](#); [Valerie Quarles](#)
Subject: RE: Johanna goes by Mouton now.
Date: Tuesday, July 5, 2022 9:47:15 AM

-----Original Message-----

From: Jeff Parkhill <jeffparkhill@gmail.com>
Sent: Monday, July 4, 2022 9:22 AM
To: analarana122@gmail.com
Cc: City <City@wayzata.org>
Subject: Johanna goes by Mouton now.

I am sure her new email is online or you can ask Jeff Dahl city manager. Here is his email.

Jeff Ana would like to see outdoor dining approved at baja haus.
Sent from my iPhone

Valerie Quarles

From: Valerie Quarles
Sent: Friday, July 29, 2022 8:45 AM
To: Valerie Quarles
Subject: FW: Can this get to the City Council?

From: Richard Engebretson <richard.engebretson@gmail.com>
Sent: Monday, July 25, 2022 9:14 AM
To: City <City@wayzata.org>
Subject: Can this get to the City Council?

Hello City of Wayzata,

I am writing about a small thing: Baja House's request for a permanent outdoor patio. I am wildly in favor of this. Here's why:

First of all, Wayzata should be applauded for bumping out the width of the sidewalk along Lake St. to allow for more outdoor patio dining. It is very difficult for a restaurant to survive today without some form of outdoor dining. Look what McCormick's Pub and Restaurant has done--terrific!

Like Wayzata did, the City of Palm Desert, California (where my wife and I sneak off to in the winter) allowed restaurants to open up outdoor dining areas in parking lots, in the streets, and wherever they could as the pandemic hit in 2020. Now, as restaurant dining has returned somewhat to normal, Palm Desert is "legalizing" what were temporary outdoor seating areas because patrons liked them so much.

Baja House needs to have their request approved. No, I have nothing to do with that restaurant. I have no idea who the owner is. But I just know that the world has changed, and permanent outdoor dining (as permanent as things can be with Minnesota weather) is essential for a modern restaurant's success. I'd be happy to drive a few extra feet to find a parking space if my favorite restaurant has outdoor dining in front.

Thank you for your consideration.

Richard Engebretson
291 Bellwether Path
Wayzata

From: [Avery Merriman](#)
To: [Public Comment](#)
Subject: Baja Haus
Date: Saturday, July 9, 2022 2:03:39 PM

Hello

I suggest you approve the request from Bar Lazy H Three LLC for their Conditional Use Permit for outdoor sales and service.

Other establishments in Wayzata are currently approved for outdoor sales and service, and or, valet parking. All are using sidewalk, and or, parking spaces.

All of these enhance the Wayzata downtown experience.

The Baja Haus request is no different.

I'm a resident and enjoy and benefit from all that Wayzata has to offer.

Sincerely

Avery Merriman
875 Lake St N
Wayzata MN