



Wayzata Planning Commission

Meeting Agenda

Monday, January 26, 2015

Community Room,
600 Rice Street East,
Wayzata, Minnesota

- 7:00 p.m.**
- 2. Call to Order and Roll Call, and Approval of Minutes**
 - 3. Regular Agenda Public Hearing Items:**
 - a. 637 Harmony Circle – Fritz Gullickson
 - i. Concurrent Preliminary and Final Plat for a Two (2) Lot Subdivision
 - b. 700 Lake St E – Clock Tower Ventures LLC & CoV Restaurant
 - i. Amendment to CUP for twenty four (24) additional dining seats in an enclosed rear building addition
 - ii. Use of City Right of Way for storage
 - 4. Other Items:**
 - a. Election of Vice-Chair
 - b. Election of Chair
 - c. Review of Development Activities
 - d. Other items
- 9:00 p.m.**
- 5. Adjournment**

NOTES:

¹ Time(s) are estimated and provided for informational purposes only.

² Members of the Planning Commission and some staff may gather at the Wayzata Bar and Grill immediately after the meeting for a purely social event. All members of the public are welcome.

WAYZATA PLANNING COMMISSION
DRAFT MEETING MINUTES
January 5, 2015

AGENDA ITEM 1. Call to Order, Roll Call and Approval of Minutes.

Chair Gonzalez called the meeting to order at 7:00 p.m.

Present at roll call were Commissioners: Gonzalez, Ramy, Vanderheyden, Iverson and Gruber (7:02 p.m.). Commissioners absent and excused: Young, and Gnos. City Planner Gadow and City Attorney David Schelzel were also present.

Chair Gonzalez stated the minutes to be reviewed are from the December 15, 2014 meeting.

Commissioner Vanderheyden stated on page 8, line 23, "Grows" should be changed to "Grose," line 28 "Dollan" should be changed to "Dolan," and on page 15, line 28 should be clarified because he was asking a question regarding the options the Planning Commission had not making a recommendation.

Commissioner Vanderheyden made a motion, Seconded by Commissioner Ramy, to approve the December 15, 2014 meeting minutes as amended. The motion carried unanimously.

Chair Gonzalez welcomed new Planning Commission Member Commissioner Gruber.

AGENDA ITEM 2. Regular Agenda Public Hearing Items:

a. 294 Grove Lane – Wayzata Brew Works LLC and Boatworks II LLC

i. Amendment to PUD/CUP to allow microbrewery and distillery operation.

ii. Conditional Use Permit to allow microbrewery and distillery operation.

City Planner Gadow stated Boatworks II LLC and Wayzata Brew Works LLC have submitted an application for approval of an Amendment to an existing Planned Unit Development (PUD) Conditional Use Permit (CUP) and a new Conditional Use Permit to allow the operation of a microbrewery/distillery facility at 294 Grove Lane. The Applicant received approval for a similar application in August of 2014 and is requesting the same approvals for this application as previously granted. He reviewed the Staff reports and outlined the proposal including the site plan, elevations, and parking plan based on the new Ordinances.

Commissioner Ramy asked if the planning Commission would have to consider the potential future development at 259 Lake Street.

City Planner Gadow stated the proposed future development at 259 Lake Street would have to provide allowances for the Boatworks facility to have access to 85 parking spaces as part of a parking easement.

Commissioner Ramy asked for clarification regarding trash removal.

1
2 Mr. Robert Klick, Wayzata Brew Works LLC, 294 Grove Lane, Wayzata, explained the trash
3 would be located inside the facility and there would be a new pick up zone towards the front of
4 the building. They would bring the trash out for pickup on the designated days.

5
6 Mr. Terry Schneider, Project Developers, 15333 Boulder Creek Drive, Minnetonka, stated the
7 bulk of the trash is from 6Smith and in order to accommodate the trash containers they will be
8 stored in a small room located inside. The recycling would be handled similarly.

9
10 Commissioner Gruber asked if there were plans to produce anything beyond beer at this time.

11
12 Mr. Klick stated they had plans to do distilling for hard cider. They cannot sell distilled products
13 on site. They can only sell distilled products through a distributor. They chose to sell beer and
14 produce other products.

15
16 Commissioner Iverson asked what the plans were for employee parking.

17
18 Mr. Klick stated employee parking would be in front of the garage door and servers would have
19 to find parking were available.

20
21 Commissioner Iverson asked if there were concerns about the amount of bike parking currently
22 being used or if there has been discussion regarding designation of parking for each business.

23
24 City Planner Gadow stated they had talked with Three Rivers Park District to see if there would
25 be an opportunity to enhance some of the parking. They may have funds available to help
26 augment some of the parking but it would be more challenging to designate parking. There are
27 a few spaces designated for Three Rivers. The City would continue to monitor the parking and
28 work on finding ways to allow people to utilize the bike trails without impacting the parking for
29 the businesses.

30
31 Commissioner Gruber asked if safety would be a concern during the summer months because
32 there is heavy boat activity in the area where employees would be parking.

33
34 Mr. Klick stated this is a private slip that is owned by the Boatworks and they have been
35 working with them. The hours of operation for this are not the same as the hours proposed for
36 the Brew Works facility.

37
38 Commissioner Vanderheyden asked for clarification on the number of parking spaces in the
39 parking easement for 259 Lake Street.

40
41 City Planner Gadow clarified the number of spaces in this easement is 85.

42
43 Commissioner Vanderheyden clarified the City Council would render the decision regarding
44 special events.

45

1 City Planner Gadow stated the Planning Commission does not have to take action regarding
2 special events but is welcome to provide input for the City Council to consider.

3
4 Chair Gonzalez asked if a new license or permit would have to be applied for with each special
5 event.

6
7 City Planner Gadow stated typically the special event permits are on a case-by-case basis. The
8 City Council may request a list of special events they are proposing and approve those under one
9 permit. They have typically been done individually so if there are changes that need to be made
10 they City has that ability.

11
12 Chair Gonzalez asked if there were any landscaping plans for the east side of the facility.

13
14 Mr. Klick stated they would like to do something but they have nothing specific at this time.

15
16 Chair Gonzalez clarified the application does not trigger a design standard review and the
17 Commission is merely providing suggestions to the applicant.

18
19 Chair Gonzalez opened the public hearing at 7:31 p.m.

20
21 There being no public comment Chair Gonzalez closed the public hearing at 7:32 p.m.

22
23 Commissioner Iverson suggested a condition be added that required some sort of exterior
24 containers that provide some landscaping or some type of landscaping that would be year round.

25
26 City Attorney Schelzel suggested the Commission review the previous conditions of approval.

27
28 Chair Gonzalez stated Condition 4.1.B requires the Applicant to provide a flow analysis report
29 for the existing Lift Station. She asked if this condition had been satisfied.

30
31 City Planner Gadow stated the Public Works Department is still working on the flow analysis to
32 determine what it would cost to do the upgrades. The City expects to have an answer for the
33 applicant next week. He stated Condition 4.1.C has been met by the modification in the plan.
34 Condition 4.1.G has been satisfied because the City adopted the Zoning amendment and the
35 Liquor Ordinance amendment.

36
37 City Attorney Schelzel clarified the Planning Commission could proceed based on the findings
38 on record, removing those conditions that have been identified as no longer relevant and adding
39 any conditions. There is enough in the record that the Planning Commission could move
40 forward with a recommendation for adoption at this time.

41
42 Commissioner Gruber made a motion, Seconded by Commissioner Vanderheyden to recommend
43 approval of the application as submitted based on the Staff Report and the Planning Commission
44 Report and Recommendation from August 2014 and City Council Resolution 23-2014 which
45 includes the findings of fact and previous conditions of approval and striking those conditions

1 that have been satisfied and adding a condition that landscaping be added to the east façade of
2 the building. The motion carried unanimously.

3
4 City Planner Gadow stated this would be presented to the City Council at their January 20
5 meeting.

6
7 **AGENDA ITEM 3. Other Items:**

8
9 a. **Review and adoption of Planning Commission Report and Recommendation on**
10 **PUD and Associated Approvals for 236 and 240 Minnetonka Avenue and 519 Indian**
11 **Mound.**

12 Chair Gonzalez stated the vote for this application had been 4 to 3 and two of the people that had
13 voted in favor of the application are not at the meeting. She asked if this item should be
14 continued to the next meeting.

15
16 City Attorney Schelzel stated the Commission is not voting on the application at this time. The
17 Commission had acted on the Application during the previous meeting. The vote at this time
18 would be if the report presented reflects the action recommended by the Commission. Specific
19 concerns can be stated for the record.

20
21 Chair Gonzalez reviewed her concerns with the project including the restrictions the residents
22 put on the retail space.

23
24 Commissioner Vanderheyden stated on page 13, Item 5 under Common Open Space would be in
25 the northeast corner not the northwest.

26
27 Commissioner Ramy stated in Section 4.1, Item C should include seasonal screening of this
28 equipment.

29
30 Commissioner Vanderheyden stated the Commission had discussed this and the Applicant had
31 agreed to use similar material to match the exterior of the building.

32
33 City Planner Gadow stated this could be added at this time.

34
35 Commissioner Iverson stated the minutes do not reflect that she had suggested architectural
36 elements be added to the side of the building that faces the parking lot and she would like to be
37 sure the minutes reflect this suggestion. She offered the heated sidewalk as a suggestion not a
38 condition.

39
40 Commissioner Vanderheyden made a motion, Seconded by Chair Gonzalez to adopt the draft
41 Staff Report and Planning Commission Recommendation for approval of: the Concept/General
42 Plan PUD, Rezoning to PUD District, Concurrent Preliminary and Final Plat for Lot
43 Combination, Shoreland Conditional Use Permit, a Variance for Building Height in a PUD
44 District, a Conditional Use Permit for Elevator Penthouse and Stairs, Building Setback
45 Variances, project design review, and site plan review to include the corrections, changes, and
46 suggestions presented for 236 and 240 Minnetonka Avenue and 519 Indian Mound.

Chair Gonzalez stated another reason she had not approved this projected had been the setback variances requested and the encroachment into the right-of-way.

The motion was called to a vote. The motion carried 4-ayes and 1-nay (Iverson).

City Planner Gadow stated this would be presented to the City Council at their January 20 meeting.

b. Review of Development Activities

City Planner Gadow stated a tour with the Great River Green Energy in Maple Grove was scheduled for Thursday January 15. The Planning Commission would not meet on January 19 due to Martin Luther King Day but would meet on January 26. The next Planning Commission meeting would include the election of Chair and Vice-Chair.

c. Other Items

Chair Gonzalez asked if there would be a training session and refresher course for the Planning Commissioners.

City Planner Gadow stated the new Commissioners have been provided with the City's guiding documents and there would be something similar to what has been done in the past scheduled in February.

Commissioner Ramy reviewed the City Council meeting and actions taken by the Council including discussions from the telecommunications regarding screening and the Lake Street project was presented. The project was denied by the City Council. He suggested the Commission continue looking at the ordinances regarding telecommunications.

AGENDA ITEM 4. Adjournment.

There being no further business, Commissioner Vanderheyden made a motion, seconded by Commissioner Ramy, to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 8:03 p.m.

Respectfully submitted,

Tina Borg
TimeSaver Off Site Secretarial, Inc.



**Planning Report
Wayzata Planning Commission
January 26, 2015**

Project Name:	Bailey Woods
File Number:	PR 2014-16
Applicant/Owner:	Fritz Gullickson
Address of Request:	637 Harmony Circle
Property ID #s:	31-118-22-44-0036
Prepared by:	Bryan Gadow, City Planner
Planning Commission Review:	January 26, 2015
City Council Review:	To Be Determined

PROJECT SUMMARY

Section 1. Development Application

- 1.1. General. Mr. Fritz Gullickson (the “Applicant”) has submitted a Development Application (the “Application”) requesting concurrent preliminary and final plat subdivision approval (the “Subdivision” or the “Preliminary/Final Plat”) to divide 37,565 SF parcel into two (2) new lots at 637 Harmony Circle (the “Property”). The Applicant has included images and plans for the two (2) proposed new residences for review by the Planning Commission and City Council at this time. The previous residence on the Property was removed by the Applicant and the Property is currently vacant.

Along with the Development Application, the following plans are included with this Application as Attachment A:

- Existing Conditions Survey
- Preliminary Plat, with Grading, Utility, and Tree Inventory Plan
- Final Plat
- Proposed New Residences Images and Plans

1.2 Project Location.

The proposed Subdivision would be built on property located within the Harmony Circle neighborhood. The Harmony Circle neighborhood developed in the early 1950s, with many of the homes reflecting a one story or one and half story aesthetic. The Applicant has met with neighborhood residents to review the Project and review feedback.

Map 1: Project Location.



The property identification numbers and owners for the Property involved in the proposed Application is as follows:

637 Harmony Circle	31-118-22-44-0036	Fritz Jon Gullickson
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1.3 Area Land Uses.

Uses in the general vicinity are entirely single family residential, with the area zoned for R-3 Single and Two Family Residential (9,000 SF minimum lot sizes).

1.4 Public Hearing Notice.

Zoning Ordinance Section 805.14 requires the Planning Commission to hold a public hearing on the Subdivision Application. The Notice of Public Hearing was published in the *Lakeshore Weekly* on January 13, 2015. A copy of the Notice of Public Hearing was also mailed to all property owners located within 350 feet of the subject Property on January 15, 2015.

SECTION 2. ANALYSIS OF CURRENT DEVELOPMENT PROPOSAL

2.1 Lot Arrangement.

The proposed Subdivision would result in two (2) parcels, together totaling 37,565 SF or 0.86 acres. The proposed lot sizes would be range between 49,480 SF and 50,540 SF. All of the lots proposed would 17,166 SF (Lot 1) and 20,399 SF (Lot 2) and exceed the R-3 District lot area minimum requirement of 9,000 SF.

Table 1: Proposed Lot Sizes

Lot	Lot Size (SF)
1	17,166 SF
2	20,399 SF
Average	18,782 SF

Table 2: Adjacent Lot Sizes

Address	Lot Size (SF)	Acres
697 Harmony Circle	10,845	0.25
691 Harmony Circle	10,845	0.25
685 Harmony Circle	10,845	0.25
679 Harmony Circle	11,772	0.27
675 Harmony Circle	14,451	0.33
671 Harmony Circle	18,520	0.43
667 Harmony Circle	19,632	0.45
663 Harmony Circle	25,456	0.58
659 Harmony Circle	31,948	0.73
655 Harmony Circle	21,163	0.49
645 Harmony Circle	35,881	0.82
633 Harmony Circle	34,275	0.79
631 Harmony Circle	16,091	0.37
627 Harmony Circle	10,509	0.24
623 Harmony Circle	10,564	0.24
615 Harmony Circle	10,548	0.24
609 Harmony Circle	10,532	0.24
605 Harmony Circle	10,516	0.24
625 Rosswood Lane	12,958	0.30
635 Rosswood Lane	15,358	0.35
641 Rosswood Lane	13,758	0.32
659 Rosswood Lane	16,475	0.38
665 Rosswood Lane	12,478	0.29
696 Harmony Circle	11,838	0.27
672 Harmony Circle	13,439	0.31
660 Harmony Circle	15,079	0.35
654 Harmony Circle	17,660	0.41
648 Harmony Circle	16,555	0.38
642 Harmony Circle	15,341	0.35
636 Harmony Circle	15,246	0.35
630 Harmony Circle	15,555	0.36

2.2 Housing Unit Density.

The Subdivision consists of 2 single-family homes on a 0.86 acre site. This yields a total project density of 1 dwelling unit per .43 acres, which meets the density requirements of 1 to 4 units per acre within the Low Density Single Family Residential guidance in the Comprehensive Plan.

2.3 Zoning.

The Property is located in the R-3, Single and Two Family Residential District. The R-3 District prescribes minimum design criteria for the creation of lots and platting of land. The following minimum standards for the R-3 District apply to this Preliminary/Final Plat:

Table 4: R-3 Zoning District Requirements

R-3 District	Standard
Minimum Lot Area	9,000 square feet
Minimum Lot Width	60 feet
Minimum Lot Depth	100 feet
Front Yard Setback (min.)	20 feet
Side Yard Setback (min.)	10 feet
Rear Yard Setback (min.)	20 feet
Lot Coverage	30%
Impervious Surface	35%
Building Height	30 ft to the midpoint of the roof, 35 ft to the peak of roof, 2.5 stories

As shown on the submitted Plat, the proposed division would result in two (2) buildable parcels that would meet minimum standards of the R-3 District and therefore would be conforming lots.

Table 5: Proposed Development Plan

	Lot 1	Lot 2
Lot Area	17,166 SF	20,399 SF
Lot Width	60 ft	60 ft
Lot Depth	253 ft	253 ft
Front Yard Setback	27 ft	21.5 ft
Side Yard Setback	10 ft	10 ft
Rear Yard Setback	165 ft	175 ft
Proposed Lot Coverage	11.1% (1,904 SF)	8.8% (1,792 SF)
Proposed Hardcover	17.4% (2,982 SF)	13% (2,649 SF)

Building images and plans for the two residences have been provided by the Applicant for review by the Planning Commission and City Council. If the Subdivision is approved, the building plans would undergo additional review prior to any building permit approval.

2.4 Tree Inventory.

The Application materials include a tree inventory of the Property, which shows a total of sixteen (16) significant trees on the property having a minimum diameter of 6 inches. The property includes a wide variety of species: Maple, Linden, Oak, Cottonwood, and Spruce. One (1) thirty four inch (34") oak is proposed to be removed for the Subdivision

for the location of the proposed driveway on Lot 1. All other trees would be protected with silt fence during construction.

2.7 Grading and Utilities.

The Applicant's site plan shows the addition of fill as part of the construction of the two story walk out homes, with the proposed homes being 2-3 ft above existing elevation at the front of the building pads. Staff requested that the Applicant to reexamine the proposed grading to reduce the amount of fill and grading needed for the site, which the Applicant has agreed to do. The proposed grading would be reviewed further prior to any building permit approval to determine if the proposed grading is appropriate for the sites. The Applicant would connect to existing water and sanitary sewer lines on Harmony Circle. In addition, the Applicant would abandon an existing storm sewer line running along the northern portion of the Property, and relocate it to between Lots 1 and 2. Grading and Utility information is included on the Applicant's Preliminary Plat document included as Attachment A.

Section 3. Applicable Code Provisions for Review

3.1 Subdivision Ordinance

Section 805.14(e) provides criteria for the Planning Commission to evaluate when reviewing a Preliminary Plat. In this review, the Planning Commission should determine if the proposed subdivision would have an adverse impact on the site or surrounding area. The following are the factors from this section for consideration. Included is Staff's evaluation of each of the factors.

- A. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.

The proposed Subdivision conforms with low density development for this residential area. Lot sizes exceed the 9,000 SF minimum of an R-3 area. The proposed subdivision would meet the low density single family guidance in the Comprehensive Plan.

- B. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets.

The Applicant's submittal materials show that one (1) tree will need to be removed as a result of the Project. The Planning Commission and City Council should comment on the amount of tree loss and preservation proposed as part of the Project.

- C. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filling or grading.

The proposed grading plan submitted with the Application shows a change of 2-3 ft from existing grade at the front of the building pads with additional fill for the proposed homes. The Applicant is revising the proposed grading to reduce the proposed grading for the sites. The grading plan will need final approval by the City Engineer prior to any construction work so that land disruption is minimized.

- D. 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.

The Applicant's submittal materials show that one (1) tree will need to be removed as a result of the Project. The existing tree coverage in the rear of the Property is depicted as being preserved, and protected during construction with silt fence. The Planning Commission and City Council should comment on the amount of tree loss and preservation proposed as part of the Project.

- E. 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.

The proposed lots conform with other lots in the immediate vicinity in terms of lot size.

- F. 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.

The location of the proposed building pads is similar to other larger lots in the immediate vicinity.

- G. 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.

The proposed lot sizes are similar to those in the area. The proposed lot exceeds the R-3 District minimums for lot area.

- H. 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.

The Applicant has provided images of the proposed two new residences, which are two story in design. The Planning Commission and City Council should review and comment on the proposed residential plans.

- I. 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.

Not applicable, as the City does not have single family residential design standards. The proposed building designs would be required to meet the R-3 District standards.

- J. The proposed lot layout and building pads shall conform with all performance standards contained herein.

The proposed lot layouts and building pads meet the performance requirements of R-3 District in terms of lot area and dimensions.

- K. 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.

The proposed two lots would not be dissimilar from other larger lots in the neighborhood in terms of lot size.

- L. 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.

The Project has access to City sanitary sewer and water services, and would not over-burden these systems.

- 3.2 Concurrent Preliminary/Final Plat. Section 805.15 of the Subdivision Ordinance allows the City to review the preliminary and final plat simultaneously. The final plat shall incorporate all changes, modifications, and revisions required by the City. Otherwise, it shall conform to the approved preliminary plat.

- 3.3 Parkland Dedication Fee. Section 805.37 of the Subdivision Ordinance requires a parkland dedication fee for new single family lots at the time of recording of the Final Plat.

Section 4. Staff Input

Staff has reviewed the proposal. Comments from each department are as follows.

4.1 City Engineer

- Existing services (water) shall be abandoned at main if less than one inch (1").
- New water services shall be one inch (1") minimum.
- Existing service sewer shall be televised prior to reconnection.
- Existing storm sewer on north parcel shall be relocated and easement recorded.
- Proposed homes appear to be three feet (3') above existing elevation. Will need additional review.

Section 5. Action Steps.

After considering the items outlined in this Report, the Planning Commission should pursue one of the following options as an action step:

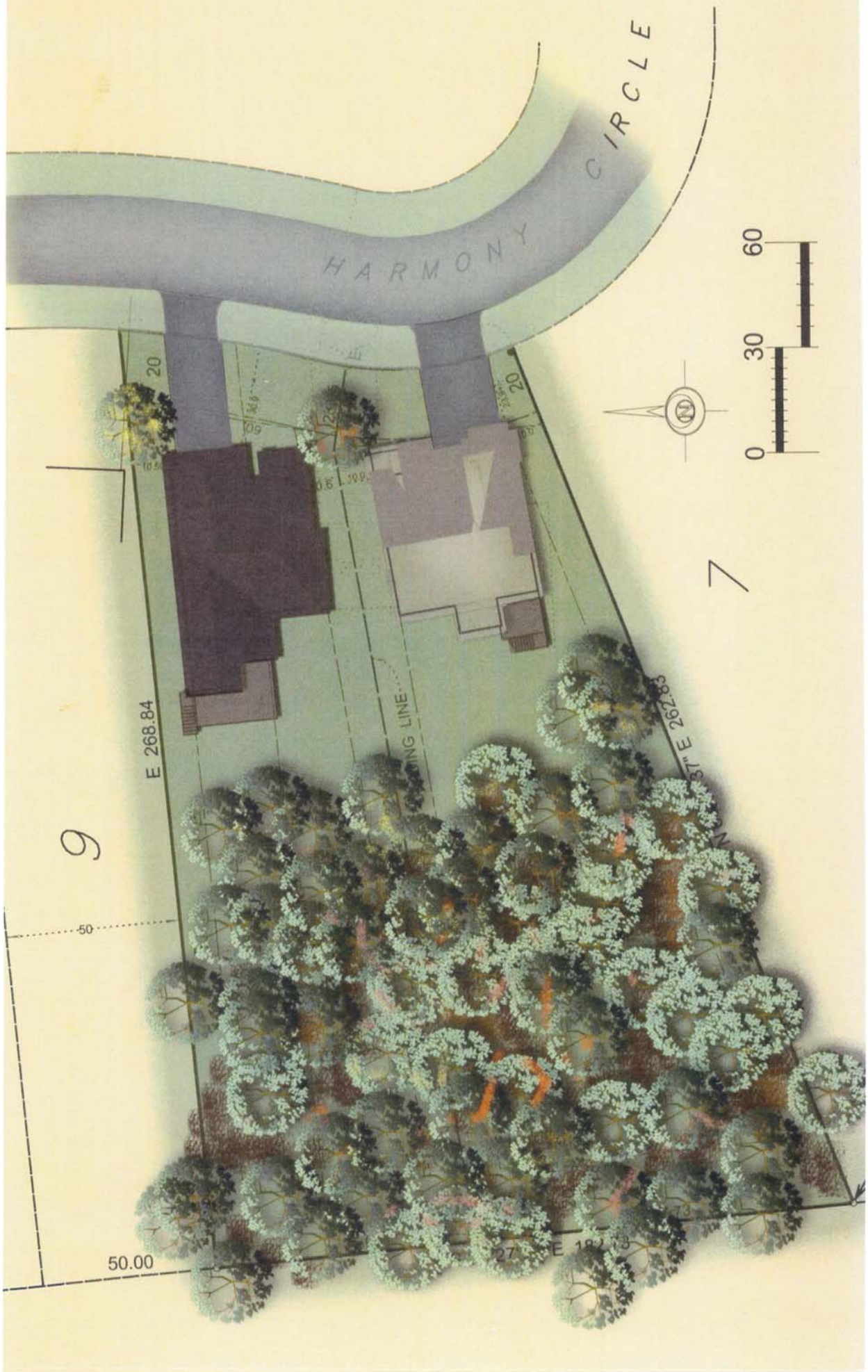
1. Develop findings of fact basis upon this staff report, with any additions or deletions that the Planning Commission wishes to make, and adopt a recommendation on the Application after the conclusion of the public hearing at the January 26, 2015 meeting.
2. Direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the Application for review and adoption at the next Planning Commission meeting.

Attachments:

- Attachment A: Applicant Submittals:
 - o Existing Conditions Survey
 - o Preliminary Plat and Proposed Grading, Utilities, and Tree Inventory
 - o Final Plat
 - o Single Family Residential Designs



Front Elevation 1/8" = 1'-0"

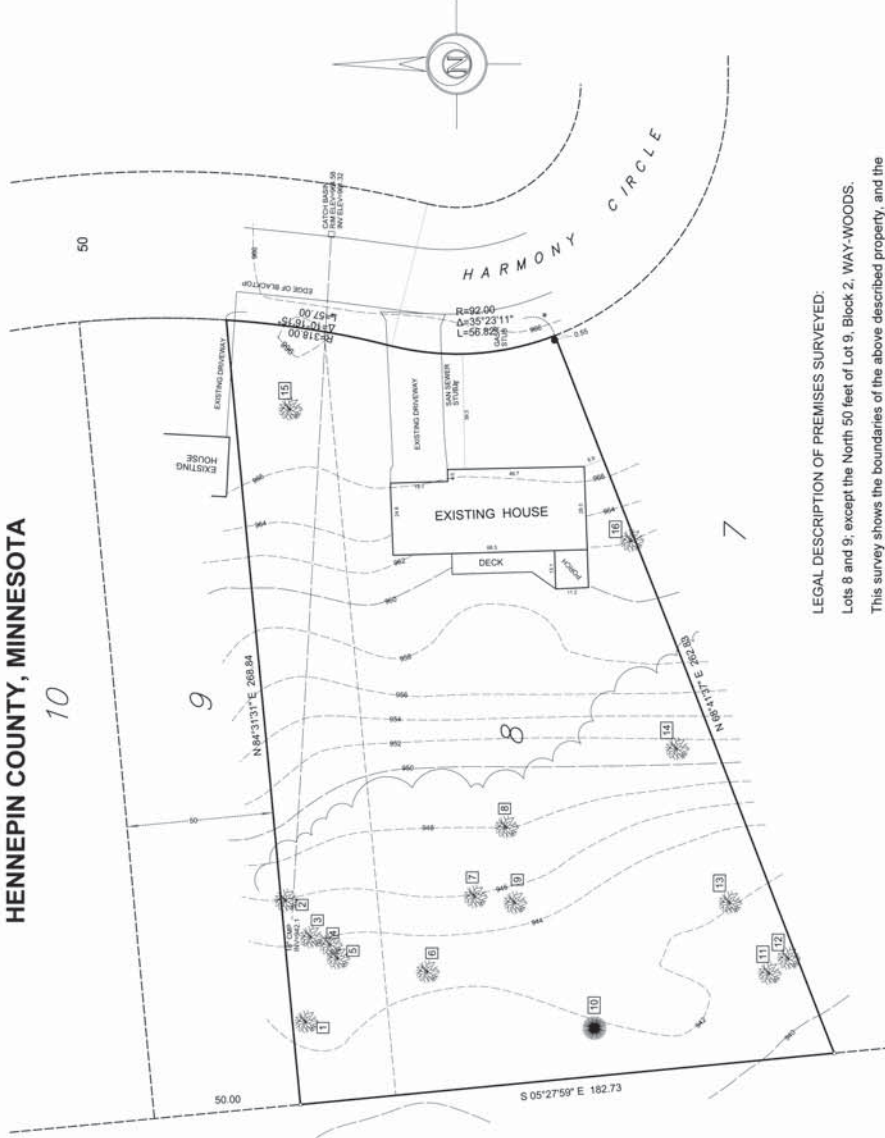


BOUNDARY SURVEY AND EXISTING CONDITIONS FOR FRITZ GULLICKSON IN LOTS 8 AND 9, BLOCK 2, WAY-WOODS HENNEPIN COUNTY, MINNESOTA

10

TREE INVENTORY

1	8X12" ASH
2	8" OAK
3	8" OAK
4	10" OAK
5	14" OAK
6	40" COTTONWOOD
7	40" COTTONWOOD
8	12" OAK
9	12" OAK
10	5" SPRUCE
11	12" MAPLE
12	20X38" COTTONWOOD
13	36" COTTONWOOD
14	48" OAK
15	34" OAK
16	12" LINDEN



LEGAL DESCRIPTION OF PREMISES SURVEYED:

Lots 8 and 9, except the North 50 feet of Lot 9, Block 2, WAY-WOODS.

This survey shows the boundaries of the above described property, and the location of an existing house and driveway. It does not purport to show any other improvements or encroachments.

- : Iron marker found
 - : Iron marker set
 - - - : Existing contour from Henn. Co. maps
- Bearings shown are based upon an assumed datum

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE	11-20-14
DRAWN	BY
DESIGNED	REMARKS
CHECKED	TREES ADDED

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.
MINN. LICENSE NUMBER 113727

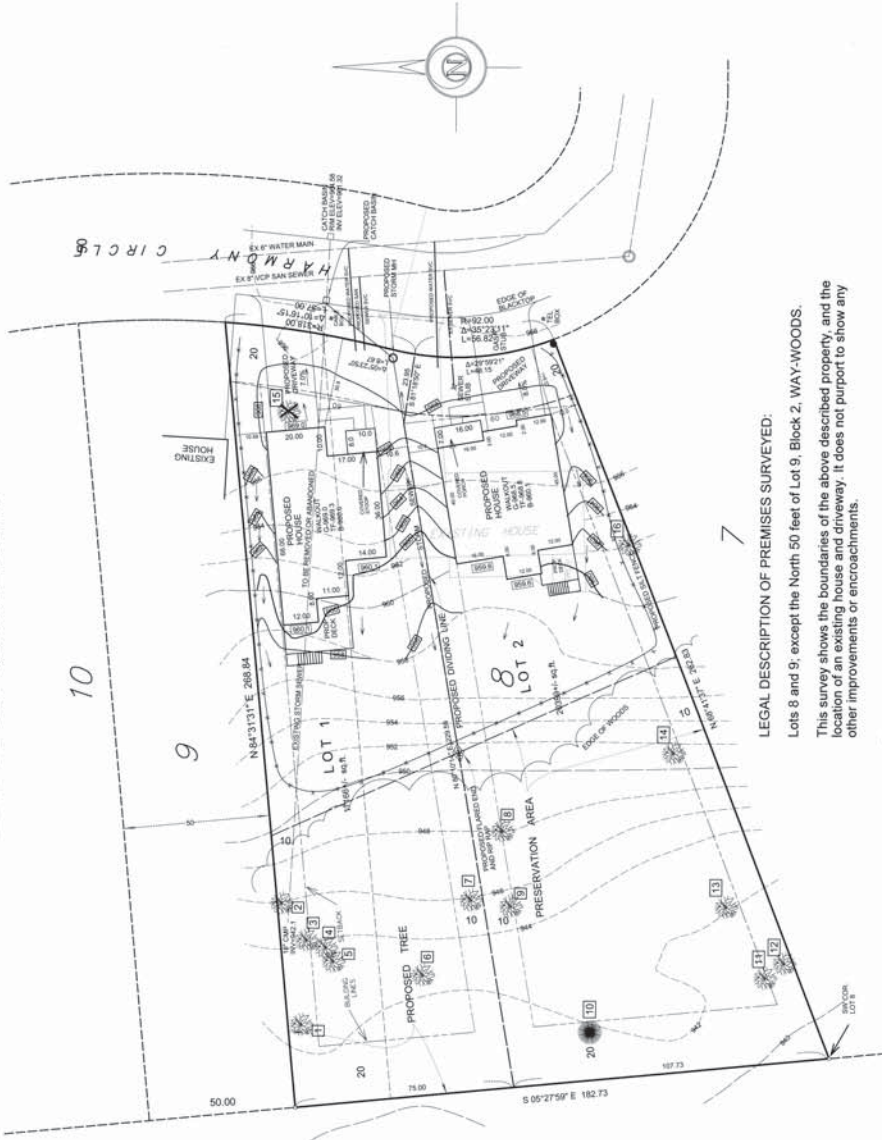
PROPOSED GRADING, UTILITIES AND PRELIMINARY PLAT FOR FRITZ GULLICKSON IN LOTS 8 AND 9, BLOCK 2, WAY-WOODS HENNEPIN COUNTY, MINNESOTA

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



DATE: 11-11-17
DRAWN: [Signature]
CHECKED: [Signature]
I hereby certify that this survey, plat, or report was prepared by me or under my direct supervision and that I am a Licensed Land Surveyor under the laws of the State of Minnesota.
MINN. LICENSE NUMBER: 2272

REVISIONS	DATE	BY	REMARKS
1	11-20-14		TREES ADDED
2	11-25-14		PROPOSED GRADING



LEGAL DESCRIPTION OF PREMISES SURVEYED:

Lots 8 and 9, except the North 50 feet of Lot 9, Block 2, WAY-WOODS.

This survey shows the boundaries of the above described property, and the location of an existing house and driveway. It does not purport to show any other improvements or encroachments.

- Iron marker found
- Iron marker set
- Proposed spot elevation
- Existing contour line
- Proposed contour line

Bearings shown are based upon an assumed datum
NOTE: Topo is from Henn. Co. Nat. Res. website

Hardcover Calculations

North Parcel	1004 SF
House	80 SF
Shed	352 SF
Driveway	364 SF
Walk	80 SF
Total	2600 SF ± 17.37%
Lot Area	27,165 SF
South Parcel	1792 SF
House	485 SF
Shed	312 SF
Driveway	188 SF
Walk	68 SF
Total	2649 SF ± 22.99%
Lot Area	20,399 SF

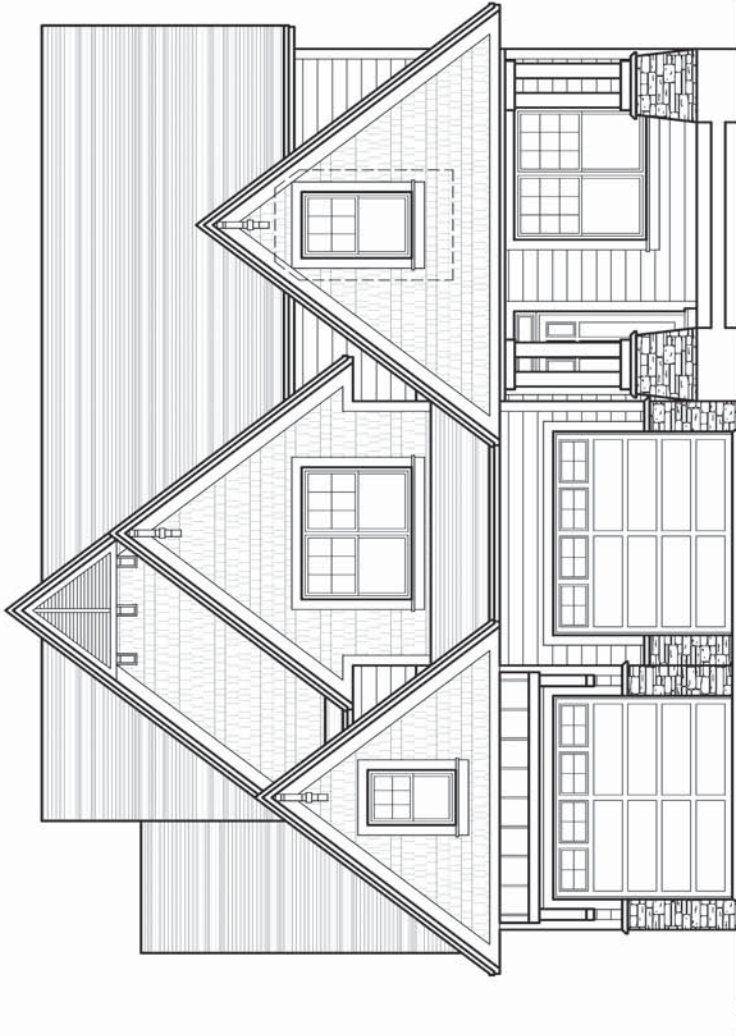
TREE INVENTORY

1	8X12" ASH
2	8" OAK
3	8" OAK
4	10" OAK
5	14" OAK
6	40" COTTONWOOD
7	40" COTTONWOOD
8	12" OAK
9	12" OAK
10	5" SPRUCE
11	12" MAPLE
12	20X38" COTTONWOOD
13	36" COTTONWOOD
14	48" OAK
15	34" OAK
16	12" LINDEN

(1) TO BE REMOVED



C.R.DOC.NO.



FRONT ELEVATION 1/4"=1'-0"

1235 SQ. FT. FIRST FLOOR
1467 SQ. FT. SECOND FLOOR
2697 SQ. FT. TOTAL 1st & 2nd FLOOR
884 SQ. FT. FINISHED BASEMENT
3581 SQ. FT. TOTAL FINISHED AREAS

637 HARMONY CIRCLE
WAYZATA, MN

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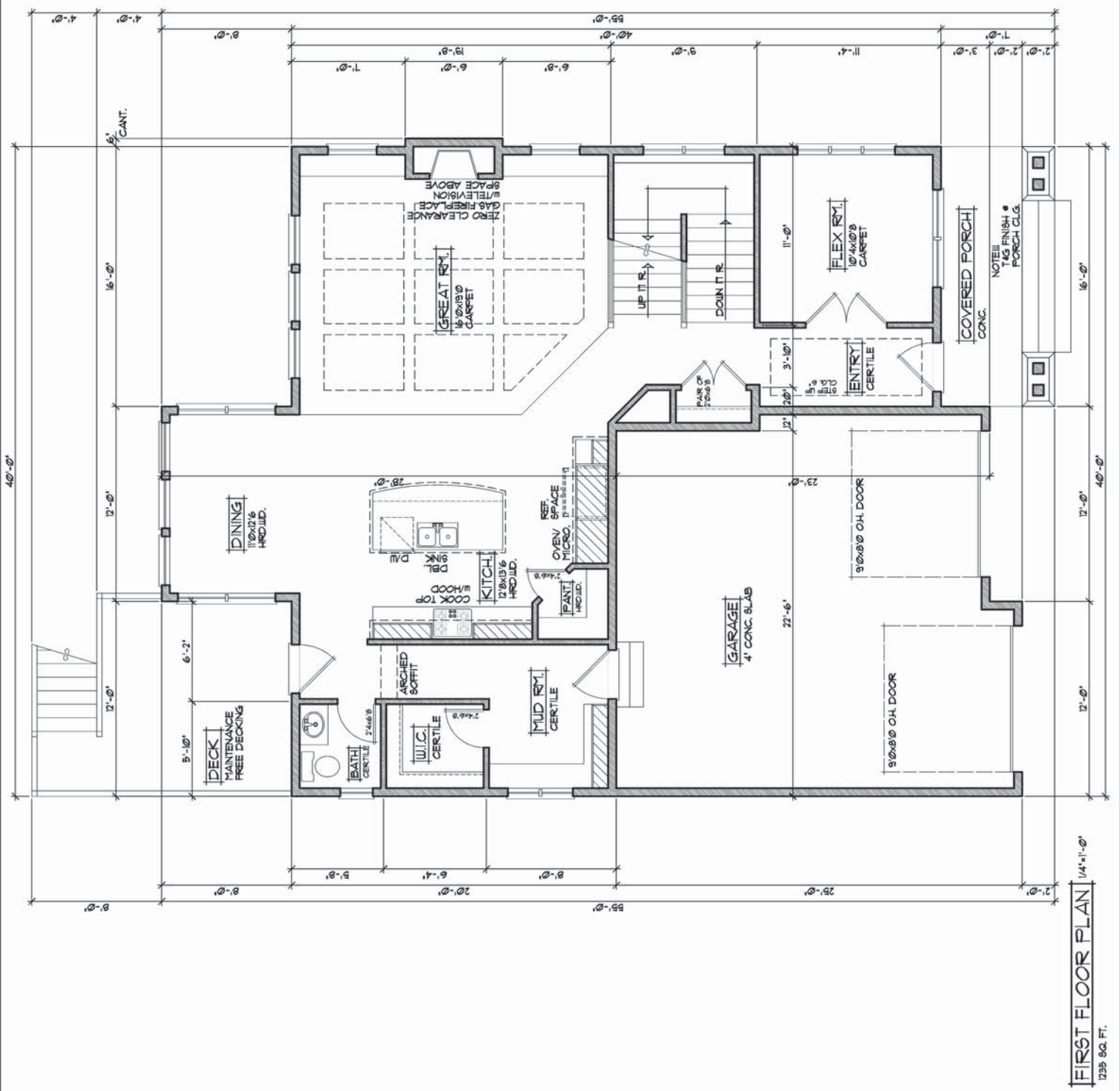
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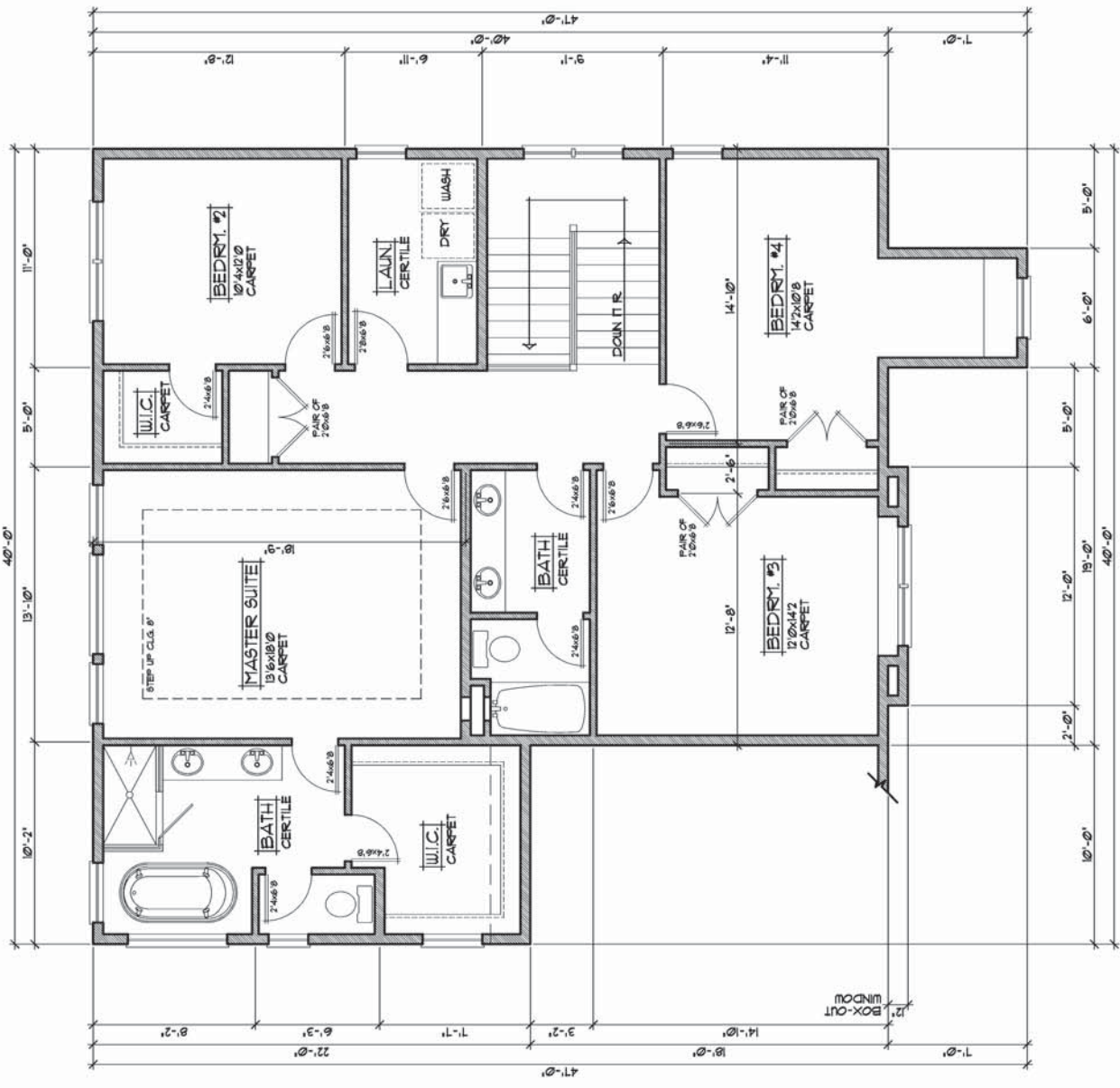
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SECOND FLOOR PLAN 1/4"=1'-0"
 1462 SQ. FT.



FRONT ELEVATION 1/4"=1'-0"

1341 SQ. FT. FIRST FLOOR
 1650 SQ. FT. SECOND FLOOR
 2991 SQ. FT. TOTAL 1st & 2nd FLOOR
 XXXX SQ. FT. FINISHED BASEMENT
 XXXX SQ. FT. TOTAL FINISHED AREAS

XXX HARMONY CIRCLE
 WAYZATA, MN

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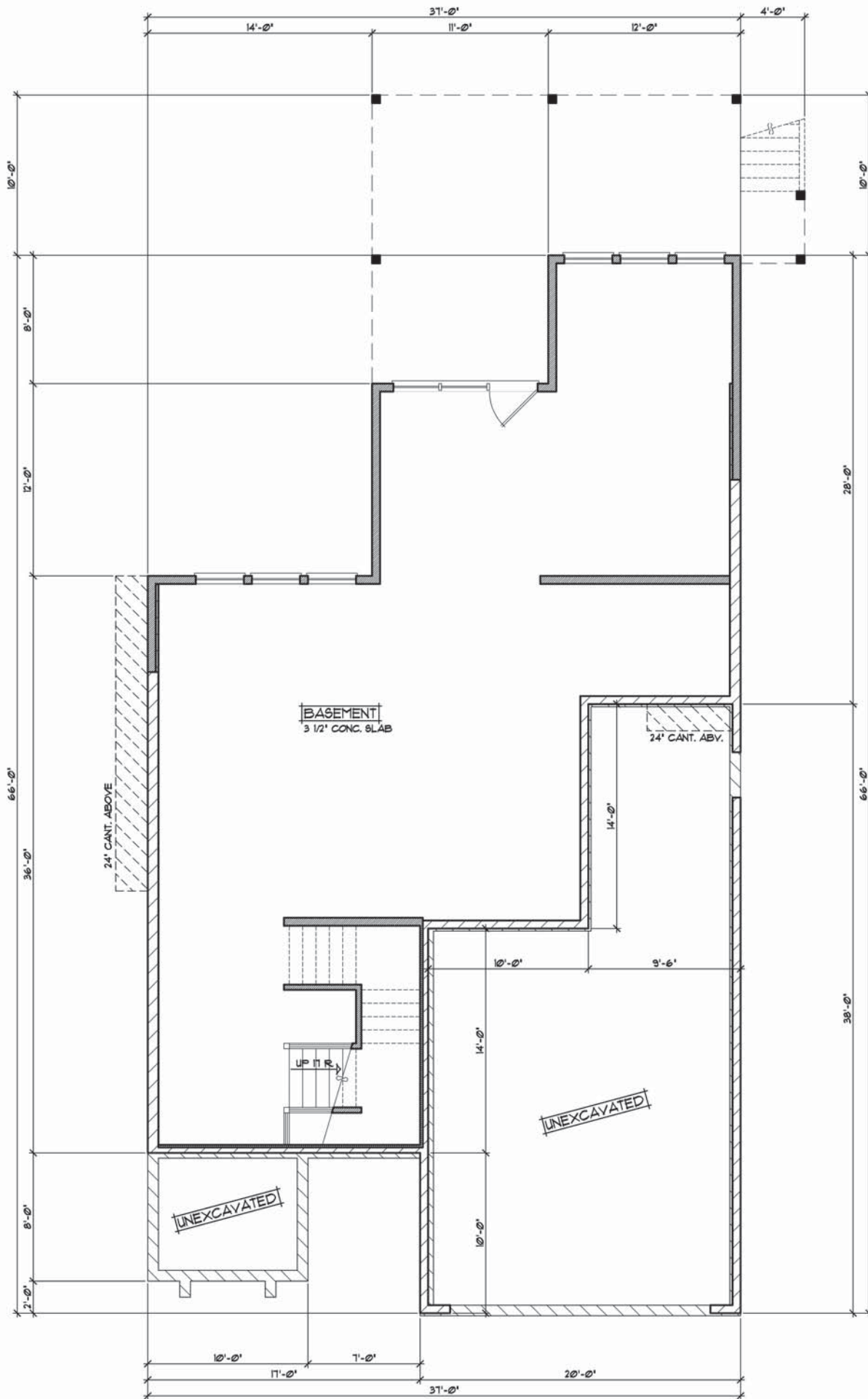
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FOUNDATION PLAN 1/4"=1'-0"

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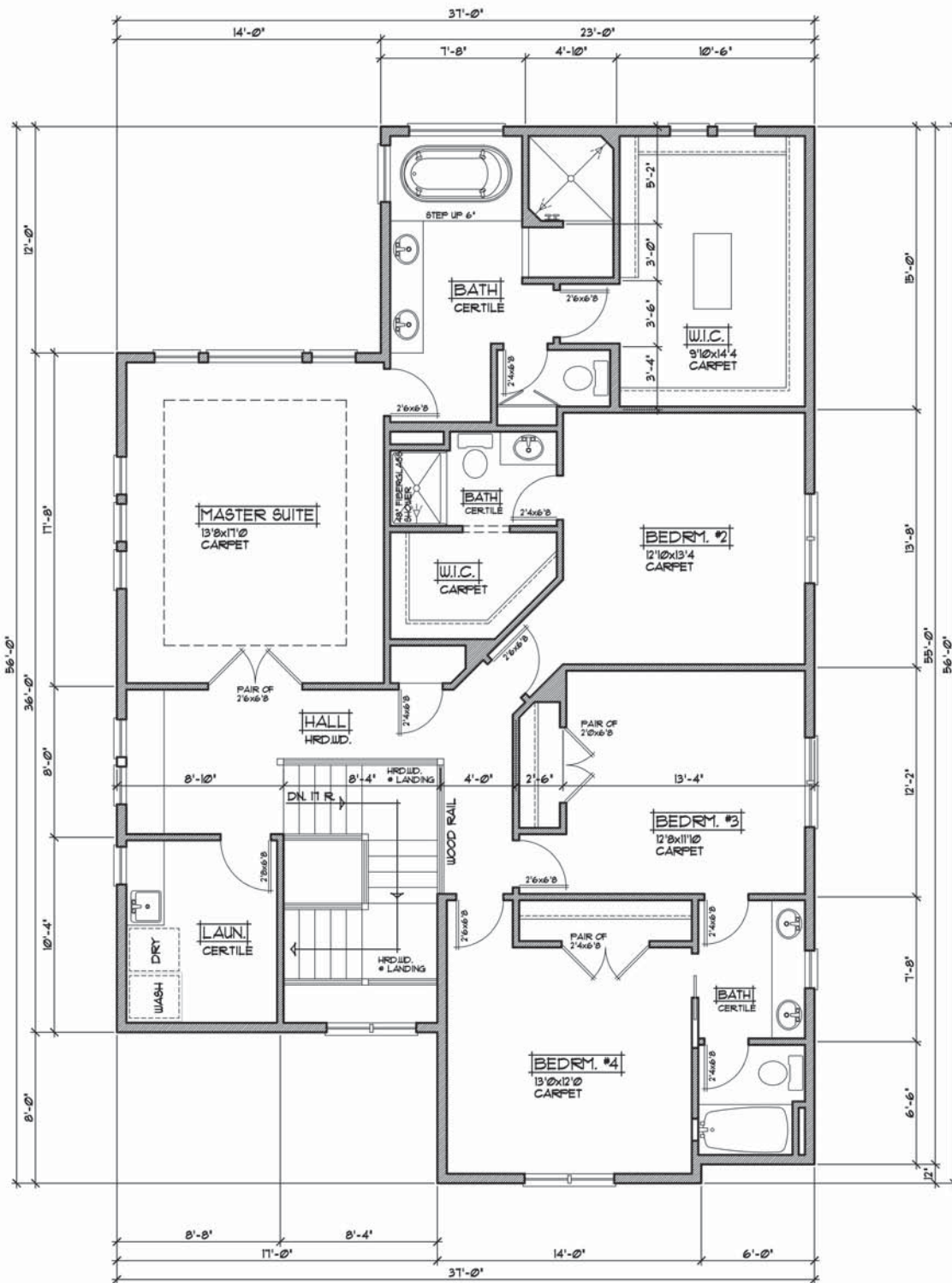
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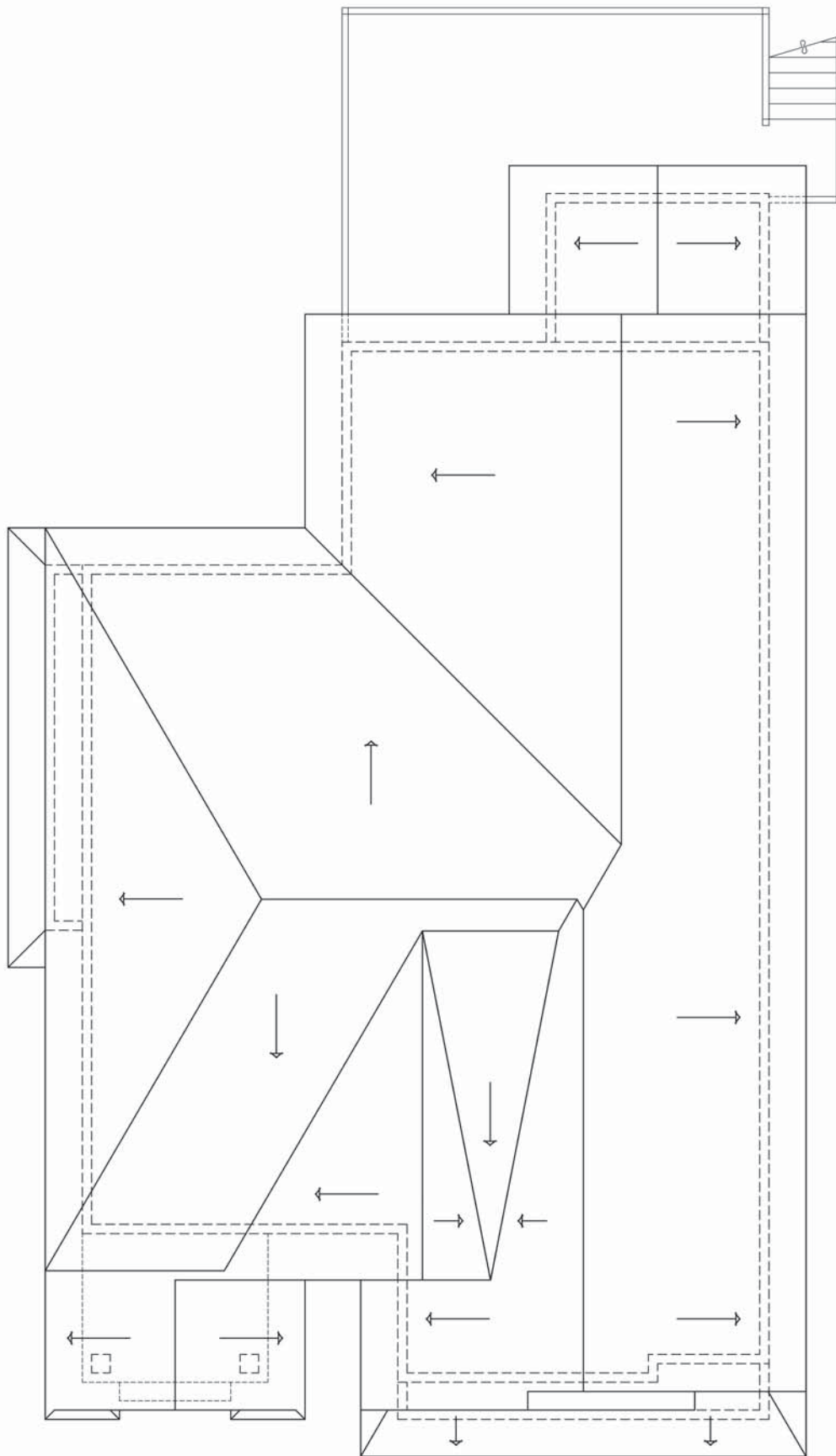
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BIRDS EYE ROOF PLAN 1/4"=1'-0"

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PRE-N186



Planning Report
Monday, January 26, 2015
Wayzata Planning Commission Meeting

Applicant:	Clock Tower Venture, LLC and CoV Restaurant
Address of request:	700 Lake Street E.
PID number:	06-117-22-42-0038
Prepared By:	Bryan Gadow, City Planner
Project Summary:	Development Application requests an amendment of an existing Conditional Use Permit (CUP) to install an enclosed private dining area on the rear patio of CoV restaurant, and locate storage bins on City Right of Way (ROW).

Section 1. Development Application

- 1.1. General. Clock Tower Venture, LLC and CoV Restaurant (collectively, the “Applicant”) at 700 Lake St E. (the “Property”) desire to expand their existing private dining space by adding a sixteen (16) ft x seventeen (17) ft (272 square feet) glass enclosed dining space at the rear of the building. The request requires an amendment to an existing 1988 Conditional Use Permit (CUP) and development agreement to increase the number of restaurant seats (the “Application” and the “Proposed Expansion”). The original CUP and Development Agreement was approved on March 1, 1988 (Attachment E).

The original CUP and Development Agreement was amended in 2014 with the change in restaurant operations from the former Sunsets Restaurant to the new CoV Restaurant to allow additional outdoor seating on the rear patio and seating on the adjacent City ROW as a seasonal use (See Attachment F for the 2014 amendment to the 1988 Development Agreement). The 2014 amendment limits the existing CoV Restaurant space to 210 interior dining seats (185 interior seats and 25 bar seats) and 88 seasonal outdoor seats on the Property’s rear patio, in addition to the ability to install 9 tables and associated seats on City ROW as part of a seasonal Sidewalk Cafe. If the Proposed Expansion is approved, the total number of interior dining seats would increase by twenty four (24) seats to a total of 234 interior dining seats.

In addition, the Applicant is requesting the use of some City Right of Way (ROW) adjacent to the CoV Restaurant to the east, to locate enclosed storage structures for wood for the restaurant grill, laundry cabinet and empty kegs. A narrative describing the Project is included as Attachment A. Existing Conditions and Proposed Site plans of the proposed expansion are included as Attachment B.

The existing building is a two story structure with upper story office space of 6,595 SF and a main level restaurant space of 7,694 SF for the Sunsets Restaurant.

1.2 Relevant Property Information.

Zoning:	Central Business District C-4B
Comp Plan:	Central Business District
Tenant Space:	7,694 SF for Restaurant

1.3 Legal Description.

A copy of the legal description for the subject properties are on file and available for viewing at City Hall. The following property description includes the subject Property in the Application:

700 Lake Street East	06-117-22-42-0038	Clock Tower Venture
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Image 1.1: Context Aerial



1.4 Public Notice Requirements.

The Notice of Public Hearing was published in the Lakeshore Weekly on January 13, 2015. A copy of the Notice of Public Hearing was also mailed to all property owners located within 350 feet of the subject Property on January 15, 2015.

1.5 Project Description.

The proposed Project is divided into two components (new enclosed private dining area and request for use of City ROW for storage):

A. *Additional Private Dining Area – New Building Enclosure.*

The existing CoV Restaurant space has twenty four (24) seats and six (6) tables allocated within a private dining area in the southeast corner of the restaurant. The Proposed Expansion is to add an additional twenty four (24) seats and six (6) tables as part of a glass enclosed 272 SF addition that would be added to the rear of the building on the existing patio space adjacent to the existing private dining area. This expansion would create a total of forty eight (48) seats and twelve (12) tables for private dining. The Applicant would remove the existing waiting area on the patio and reduce the patio area by 272 SF to accommodate space for the proposed enclosure. The enclosure would be detailed in the same manner as the current building exterior.

A chart comparing the 1988 approvals, the 2014 approvals, and the Proposed Expansion request is below:

	1988 Approvals	2014 Approvals	2015 Proposed Expansion
Interior Seats	192	185	209
Interior Bar Seats	18	25	25
Total Interior Seats	210	210	234
Outdoor Seasonal Seats	40	88	88
Seasonal Seats on City ROW	0	18	18
Total Outdoor/Rear Patio Seats	40	106	106
Waiting Area on City ROW	0	0	0
Waiting Area on Rear Patio	0	8 seating couches	4 seating couches

B. *Storage on City ROW.*

The Applicant located a canvas storage bin on City ROW for storage of wood, empty kegs, and grease recycling containers for the restaurant. Staff notified the Applicant that such use of City ROW requires City

Council approval, and the previous approvals received by the Applicant did not include approval for use of City ROW for storage. The Applicant has included as part of their Application a request to the City Council for use of two locations on adjacent City ROW for enclosed storage bins. The Applicant has provided a site plan showing the location of the storage bins (Attachment B-5), a photo of the design of the storage bins (Attachment C-3), and a layout plan of the storage bin.

Section 2. Standards

2.1 Amendment to Conditional Use Permit – 801.04.05.

An amended conditional use permit may be applied for and administered in a manner similar to that required for a new conditional use permit. Amended conditional use permits shall include re-applications for permits that have been denied, requests for substantial changes in conditions or expansions of use, and as otherwise described in this Ordinance.

2.2 Conditional Use Permit Standards – Section 801.04.2.F

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.

Section 3. Project Discussion

3.1 Staff Analysis of Proposal.

A. *Parking*

The Applicant includes a request to expand the amount of existing enclosed seating within the restaurant space. This expansion would have an impact on parking demand for the Property. As the Property is currently configured, the building and site do not have any space for on-site parking for the restaurant use. As such, the operator utilizes a valet service to move restaurant user vehicles to other parking areas in the community, including the adjacent City owned surface parking lot on Lake Street.

In terms of additional parking impact, the proposed building expansion of 272 SF would create the following parking demand under the City's Zoning Ordinance requirements:

Use	Requirement	Square Footage	Parking Requirement
Private Dining Space	1 per 40 SF of Dining Area	272 SF	7 spaces
			7 spaces

A policy consideration for the City Council to review is, given the existing site constraints to adding parking on the Property, whether the Applicant should be required to contribute financially for the cost of seven (7) spaces to any future parking solution that the City may develop for the Central Business District. Public comment was received on this item, which is included as Attachment D.

B. *Conditional Use Permit Requirements – Section 801.04.2.F.*

1. The Proposed Expansion does not contravene the provisions of the Comprehensive Plan. The Property remains guided for Central Business District use, which is not affected by the CUP Amendment Application.
2. The Property remains guided for Central Business District use, which is not affected by the CUP Amendment Application.
3. The Proposed Expansion would not conform with the required additional parking for the expansion of dining space, as additional parking cannot be added on-site. The City Council should

determine, if the Proposed Expansion is approved, whether to require a financial assessment for the proposed parking shortage created by the expansion.

4. As noted above, the Proposed Expansion would create a parking shortage of seven (7) parking spaces. The Planning Commission and City Council should determine if this parking storage would have an impact of the adjacent area. If the City Council were to approve the Proposed Expansion, the Council should determine whether as a condition of approval, a financial assessment would be required for the parking storage.
5. It is not anticipated that the Proposed Expansion would have an impact on adjacent property values.
6. As noted above, the Proposed Expansion would create a parking shortage of seven (7) parking spaces. The Planning Commission and City Council should determine if this parking storage would have an impact of the adjacent area. If the City Council were to approve the Proposed Expansion, the Council should determine whether as a condition of approval, a financial assessment would be required for the parking storage.
7. The Application does request use of and encroachment on City ROW for storage purposes, which requires City Council approval.

Section 4: Action Steps

After considering the items outlined in this Report, the Planning Commission should pursue one of the following options as an action step:

1. Develop findings of fact basis upon this staff report, with any additions or deletions that the Planning Commission wishes to make, and adopt a recommendation on the Application after the conclusion of the public hearing at the January 26, 2015 meeting.
2. Direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the Application for review and adoption at the next Planning Commission meeting.

Attachments:

- Attachment A: Project Narrative
- Attachment B: Project Plan Set
 - o Attachment B-1: 2014 Revised Site Plan – CoV Restaurant
 - o Attachment B-2: Existing Floor Plan – CoV Restaurant

- o Attachment B-3: Existing Private Dining and Patio Plan – CoV Restaurant
 - o Attachment B-4: Proposed Private Dining and Patio Plan – CoV Restaurant
 - o Attachment B-5: Proposed Storage Plan
 - o Attachment B-6: Canvas Enclosure Detail
- Attachment C: Site Photos
 - o Attachment C-1: Existing Patio
 - o Attachment C-2: Existing Patio
 - o Attachment C-3: Existing Canvas Enclosure
- Attachment D: Received Public Comment
- Attachment E: 1988 Development Agreement
- Attachment F: 2014 Amendment to 1988 Development Agreement

30 November 2014



CoV Restaurant / CLOCK TOWER VENTURE

700 East Lake Street
Wayzata, MN 55391

2280 Watertown Road, Long Lake, MN 55356-9419
952.476.4434 • Fax 952.476.5863 • nw@weberarchitects.com

RE: Amendment to Conditional Use Permit

INTRODUCTION

This application is requesting two minor adjustments to the current plan.

1. STORAGE IN PUBLIC RIGHT OF WAY

CoV is requesting the use of a small space in the public ROW adjacent the CoV property to the east. (See attached plan). The use will not interfere with the use of the ROW for traffic and parking as the suggestion is to locate storage structures in the inside corner adjacent to the new addition.

One is for wood storage. It is currently in place and houses the wood needed for the grill of the restaurant. The original intent was to locate the wood inside. But for health department reasons it will need to be located outside.

The other storage structure would contain the dirty laundry cabinet, empty beer kegs and the grease recycling container. All of these items need attention daily and will need easy access by vendors. The intent is to enclose them in the same enclosure that houses the wood to insure design continuity and simplicity.

2. ADDITION to THE PRIVATE DINING AREA

The attached drawings show a proposed 16' x 17' one story addition to the private dining area. As the concept plan clearly shows the total addition is well within the private property and meets all set back and zoning requirements.

The private dining provided by CoV has proved to be very popular. There is a need to provide additional seating in the private dining area as the size of groups intending to use the space often needs additional seating.

The exterior will be detailed just as the current exterior is constructed. See the attached photos for the details. The intent is to reuse the doors currently in place but face them to the west. Windows will face toward Lake Minnetonka. The patio space will be reduced by the same size as the addition.

CONCLUSION

The addition to the private dining would require an amendment to the CUP. The use of the public ROW would require an agreement between the City of Wayzata and CoV.



10 South Eighth Street
Minneapolis MN 55402

t 612.339.2257
f 612.349.2930
sheadesign.com

consultant
WEBER ARCHITECTS & PLANNERS

DERING PIERSON GROUP

PREMIER KITCHEN EQUIPMENT

project title
CRU WATER GRILL
WAYZATA, MN

client
DEAN VLAHOS

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OF MINNESOTA.

STEVE HAASL
PRINTED NAME

SIGNATURE

DATE ISSUED
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REG. NO.

no. date issued for

project no. date

drawn checked
AII DS

sheet title
FURNITURE/ EQUIPMENT PLAN

A150

FURNITURE/ EQUIPMENT PLAN NOTES

1. ALL DINING AREA BOOTHS, BUILT-IN CABINETRY, BOOTHS AND TABLE TOPS IN THE BAR DINING AREA, CASEWORK AND BAR BY MILLWORKER. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO FABRICATION. SEE INTERIOR ELEVATIONS AND DETAILS FOR DESIGN OF MILLWORK. SEE SPECIFICATIONS FOR SHOP DRAWING SUBMITTAL REQUIREMENTS.
2. GENERAL CONTRACTOR TO RECEIVE, ASSEMBLE AND INSTALL OWNER SUPPLIED TABLES, CHAIRS, BAR STOOLS & COCKTAIL TABLES & SET IN PLACE. GENERAL CONTRACTOR TO ASSEMBLE NEW TABLE TOPS TO EXISTING TABLE BASES.
3. SEE KITCHEN DRAWINGS FOR BAR AND KITCHEN EQUIPMENT INFORMATION.
4. IT IS THE GENERAL CONTRACTORS RESPONSIBILITY TO VERIFY AND CONFIRM W/ VENDORS ALL EQUIPMENT AND QUANTITIES. CONFIRM THE ORDERED EQUIPMENT MATCHES EQUIPMENT PLAN AND MODEL NUMBER IN THE EQUIPMENT/ FURNITURE SCHEDULE. REPORT ANY DISCREPANCIES TO ARCHITECT AND VERIFY WITH ENGINEERS DRAWINGS.
5. G.C. TO SET IN PLACE ALL KITCHEN AND BAR EQUIPMENT (INCLUDING WALK-IN BOXES). ELECTRICAL CONTRACTOR AND PLUMBING CONTRACTOR ARE RESPONSIBLE FOR CONTROL AND INTERCONNECTION WIRING FOR WALK-IN BOXES AND HOODS. ELECTRICAL CONTRACTOR AND PLUMBING CONTRACTOR ARE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO EQUIPMENT.
6. KITCHEN VENDOR TO VERIFY CLEAR DIMENSIONS PRIOR TO ORDERING WALK-IN BOXES. COORDINATE W/ G.C. TO PROVIDE 1-1/2" AIR SPACE AROUND WALK-IN BOXES.
7. G.C. TO FIRMLY ANCHOR ANY FURNITURE OR EQUIPMENT REQUIRED TO BE FIXED, CAULK AND SEAL TO WALLS AND FLOOR.
8. KITCHEN EQUIPMENT BELOW HOOD MUST BE ON CASTERS AND INSTALLED WITH QUICK DISCONNECTS FOR CLEANING PURPOSES.
9. 3" GROMMET WITH SLEEVE TYP. IN COUNTERTOP AT MONITORS, PRINTERS, ETC. G.C. TO COORDINATE EXACT LOCATION WITH OWNER.
10. G.C. TO SEAL ALL WALK-IN BOX PENETRATIONS.

FURNITURE/ EQUIPMENT SCHEDULE

TYPE	FURNITURE/ EQUIPMENT DESCRIPTION	MANUF.	MODEL	NOTES	QTY.
100	DINING CHAIR - MAIN	-	-	-	-
101	DINING CHAIR - DIRECTOR	-	-	-	-
200	BAR STOOL - BAR	-	-	-	-
201	HIGH TOP SEATING	-	-	-	-
202	BAR STOOL - OYSTER BAR	-	-	-	-
203	BOOTH A	-	-	-	-
204	BOOTH B	-	-	-	-
205	BOOTH C	-	-	-	-
206	BANQUETTE A	-	-	-	-
207	BANQUETTE B	-	-	-	-
300	2-TOP TABLE - DINING	-	-	-	-
301	4-TOP TABLE SQ. - DINING	-	-	-	-
302	4-TOP FLIP - DINING	-	-	-	-
303	4-TOP REQ. DINING	-	-	-	-
304	2-TOP - BAR	-	-	-	-
305	ROUND TOP - BAR	-	-	-	-
306	BANQUETTE TOP A	-	-	-	-
307	BANQUETTE TOP B	-	-	-	-
400	PATIO LOUNGE CHAIR	-	-	-	-
401	PATIO SETTEE	-	-	-	-
402	SECTIONAL ARMLESS CHAIR	-	-	-	-
403	SECTIONAL CORNER	-	-	-	-
404	SECTIONAL LEFT/RIGHT END	-	-	-	-
405	OTTOMAN	-	-	-	-
406	CHAIRS - LARGE TABLE	-	-	-	-
407	BENCH SEATING	-	-	-	-
408	PATIO DINING CHAIRS	-	-	-	-
409	PATIO BARSTOOLS	-	-	-	-
410	PATIO - STOOLS	-	-	-	-
500	PATIO 4-TOP DINING	-	-	-	-
501	PATIO 2-TOP DINING	-	-	-	-
502	ROUND HIGH TOP	-	-	-	-
503	COMMUNITY TABLE	-	-	-	-
504	COFFEE TABLE	-	-	-	-
505	PATIO 2-TOP HIGH TOP	-	-	-	-

NOTES:

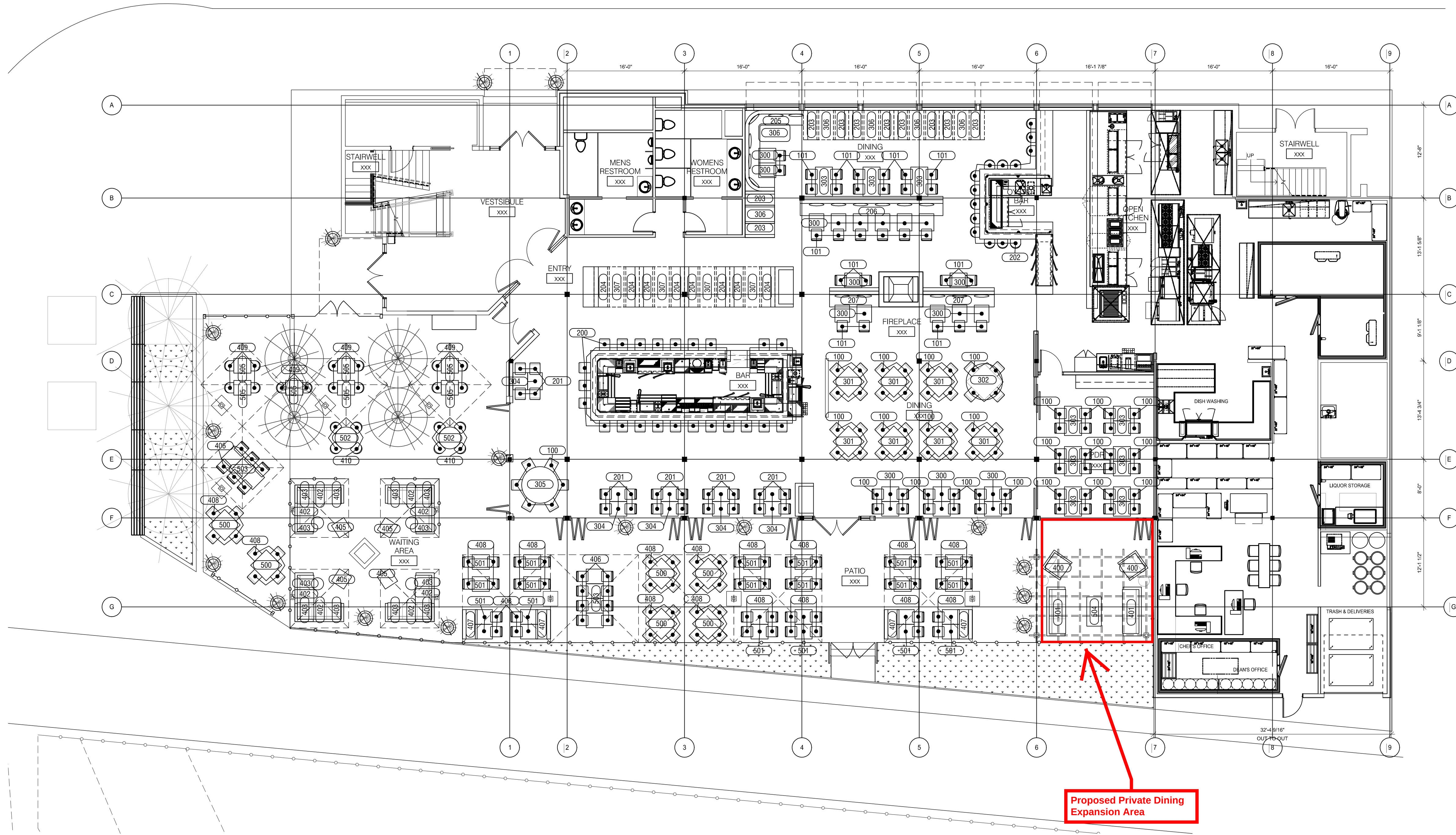
- "1" DENOTES ITEMS TO BE COORDINATED BY GENERAL CONTRACTOR.
- "2" DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY GENERAL CONTRACTOR.
- "3" DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY OWNER/ SHEA.
- "4" DENOTES ITEMS TO BE FURNISHED BY OWNER INSTALLED BY GENERAL CONTRACTOR.
- "5" DENOTES ITEMS TO BE FURNISHED BY OWNER/ SHEA AND INSTALLED BY GENERAL CONTRACTOR.

RESTAURANT SEATING

LOCATION	NO. OF SEATS
DINING	147
BAR DINING	25
BAR COUNTER	14
PRIVATE DINING	24
PATIO	106
TOTAL SEATS	316

FURNITURE/ EQUIP. PLAN KEY NOTES

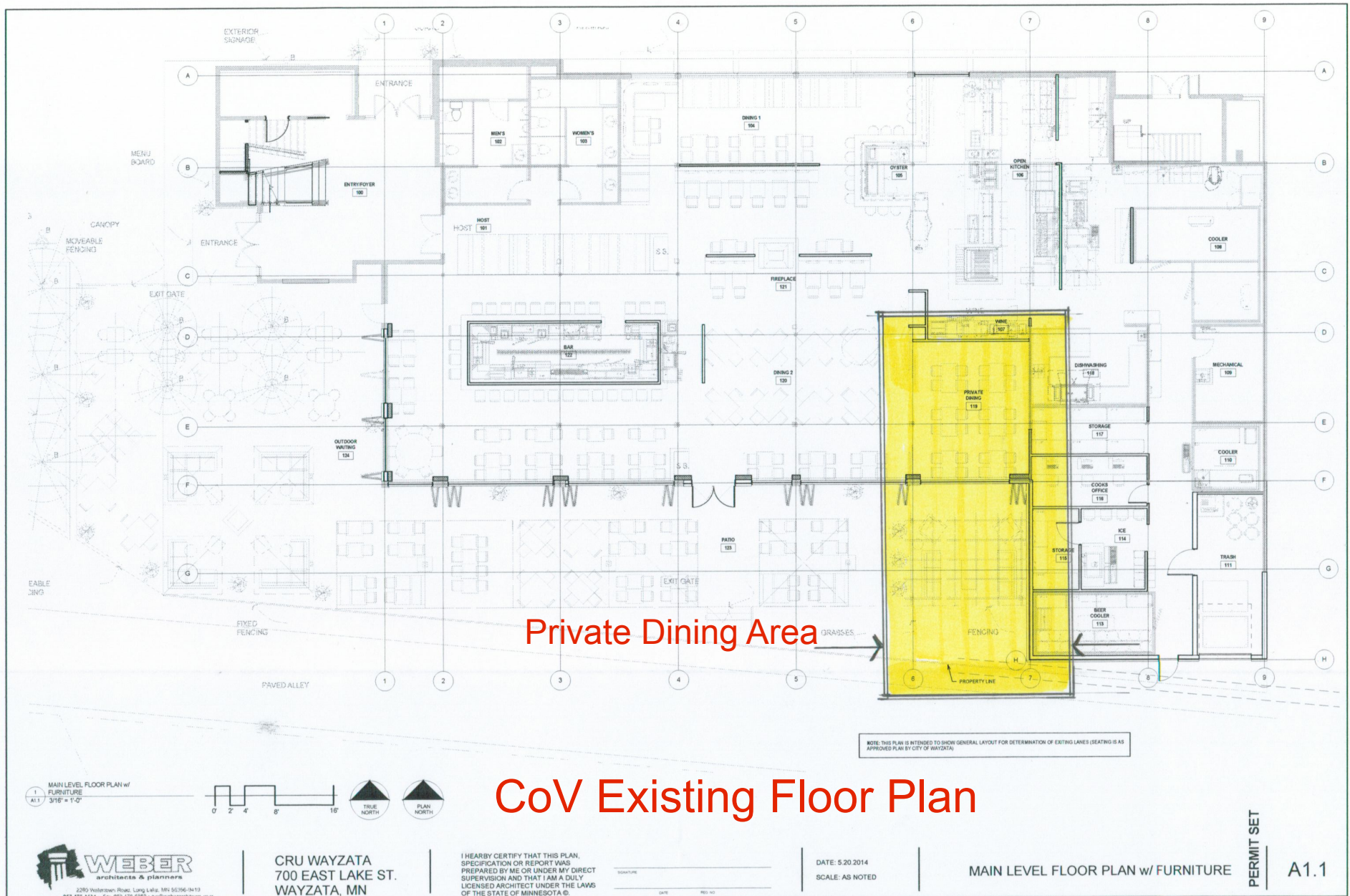
1 XXXX



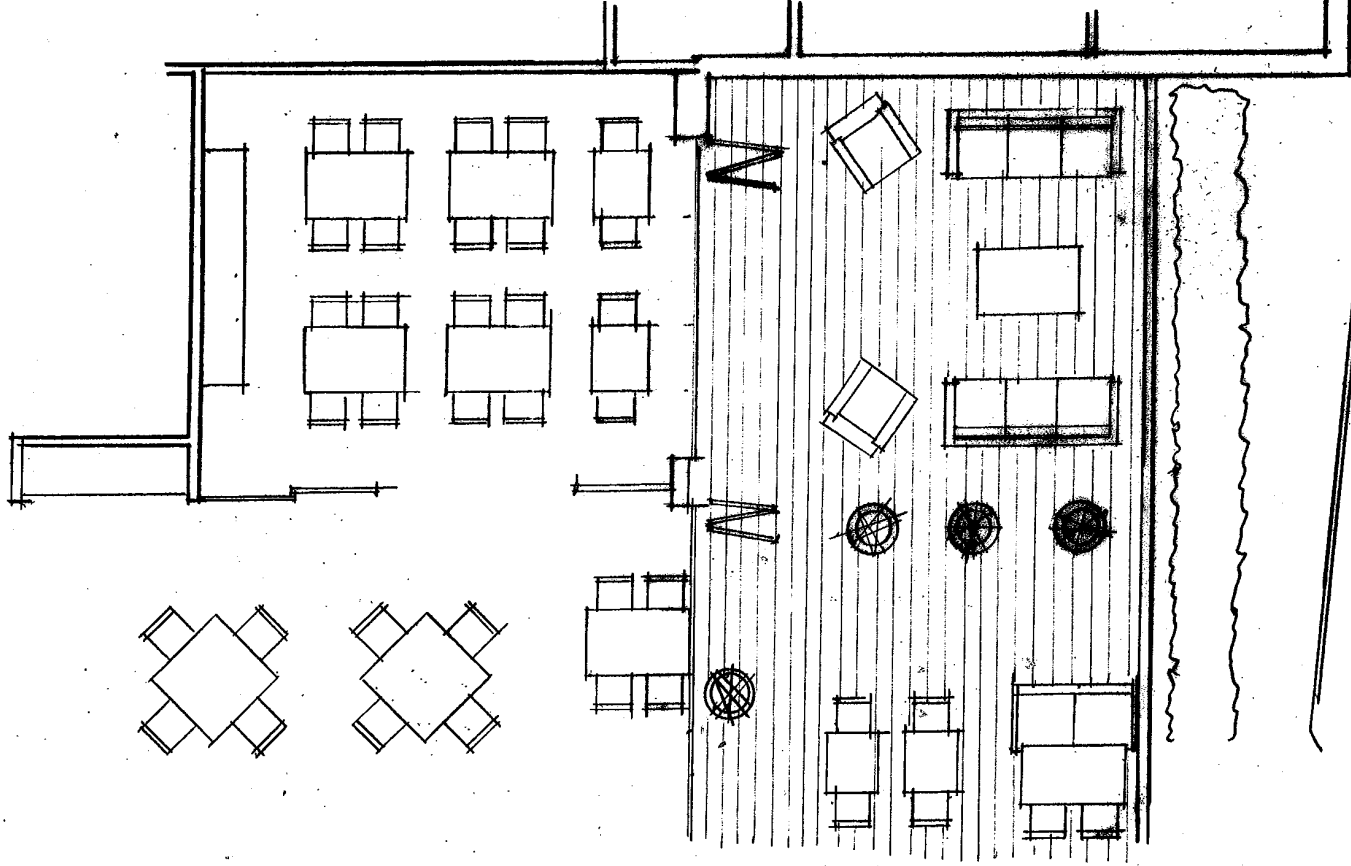
1 FURNITURE PLAN
A150 1/8" = 1'-0"



Attachment B-2 Existing Floor Plan - CoV Restaurant



Attachment B-3: Existing Private Dining and Patio Plan - CoV Restaurant



Existing dining area showing
doors to patio area,

Existing Dining Plan

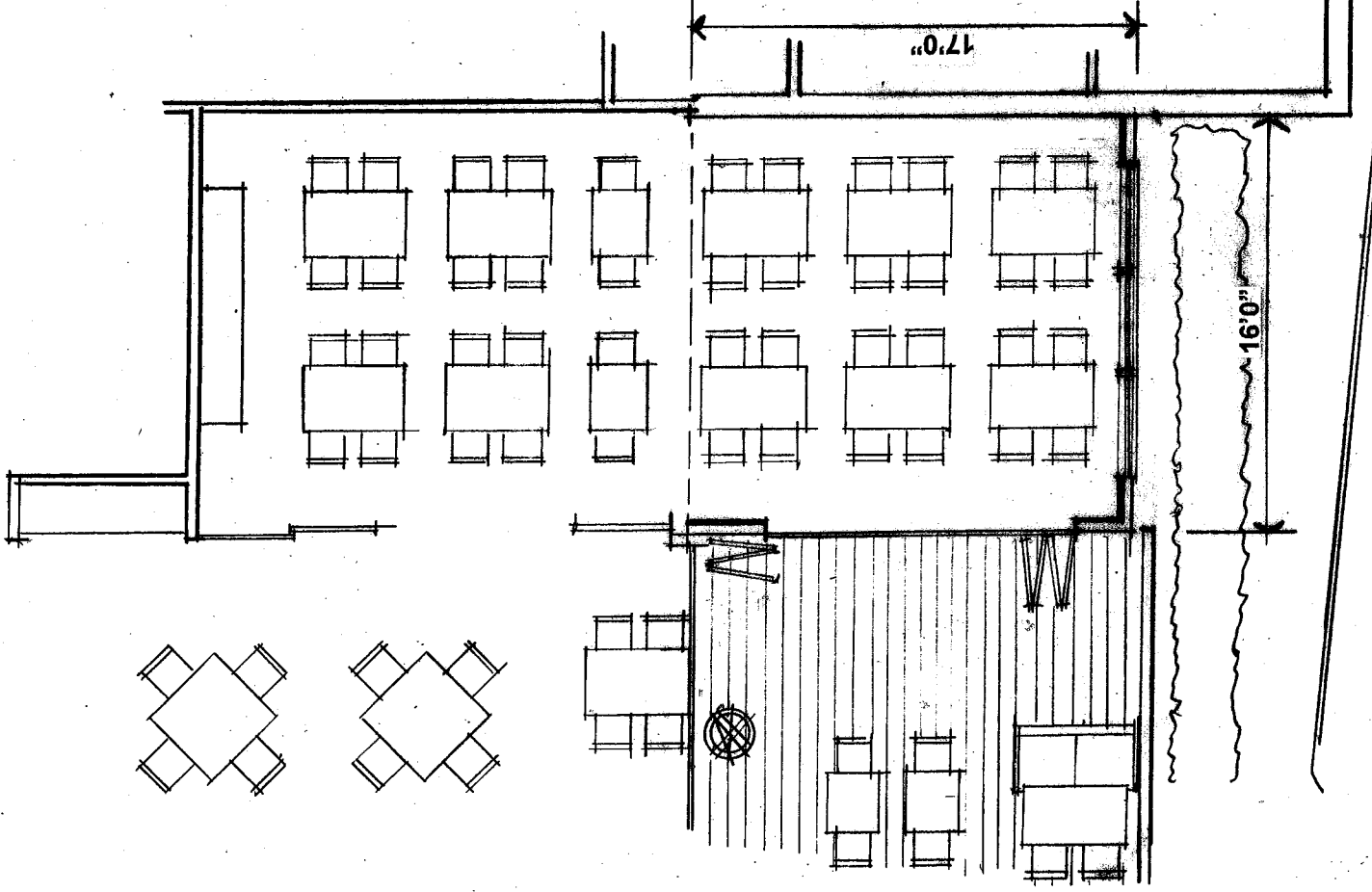
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT
UNDER THE LAWS OF THE STATE OF MINNESOTA

NEIL WEBER, AIA DATE _____ REGISTRATION #11325



2280 Watertown Road, Long Lake, MN 55356-9419
952.476.4434 • Fax 952.476.5863 • nw@weberarchitects.com

Attachment B-4: Proposed Private Dining Area - CoV Restaurant



Private dining area with
16' x 17' addition. Existing
doors are reused facing west
to patio.

Private Dining Area w/ Addition

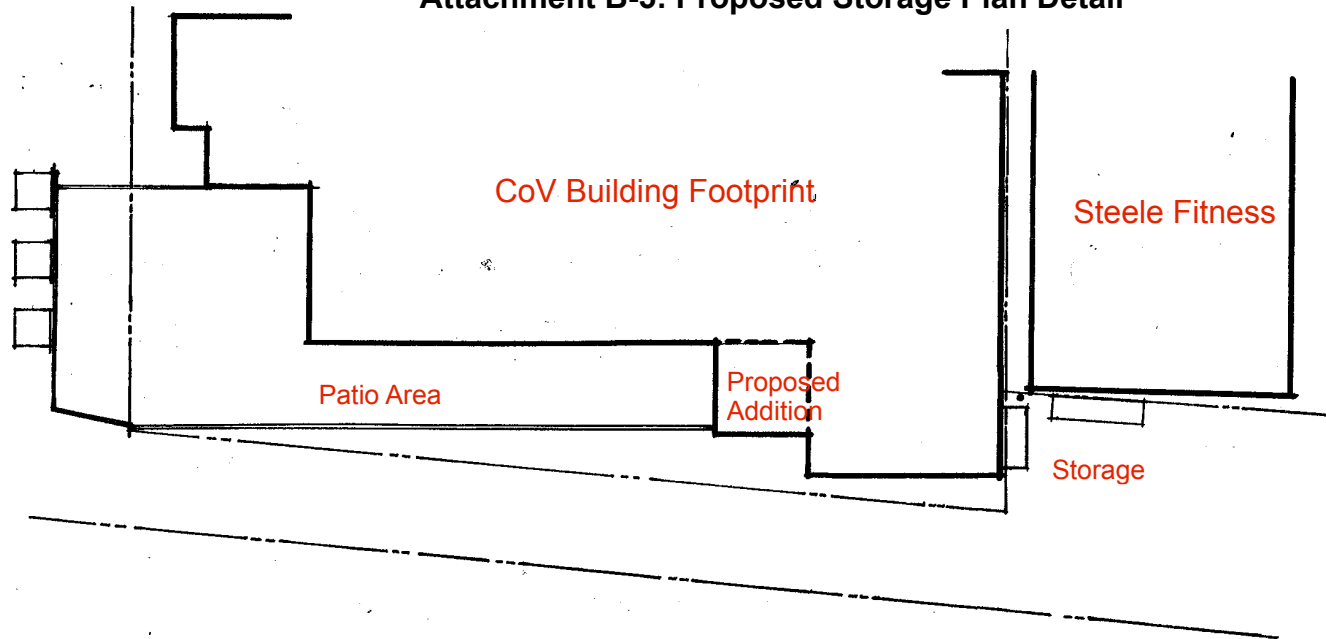
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT
UNDER THE LAWS OF THE STATE OF MINNESOTA

NEIL WEBER, AIA DATE _____
REGISTRATION #11325

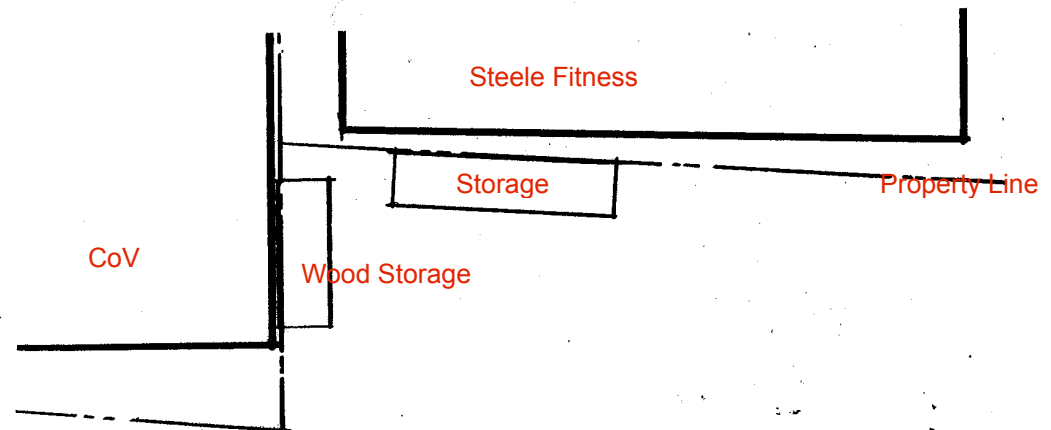


2280 Watertown Road, Long Lake, MN 55356-9419
952.476.4434 • Fax 952.476.5863 • nw@weberarchitects.com

Attachment B-5: Proposed Storage Plan Detail



Concept Plan



Detail Plan

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

NEIL WEBER, AIA

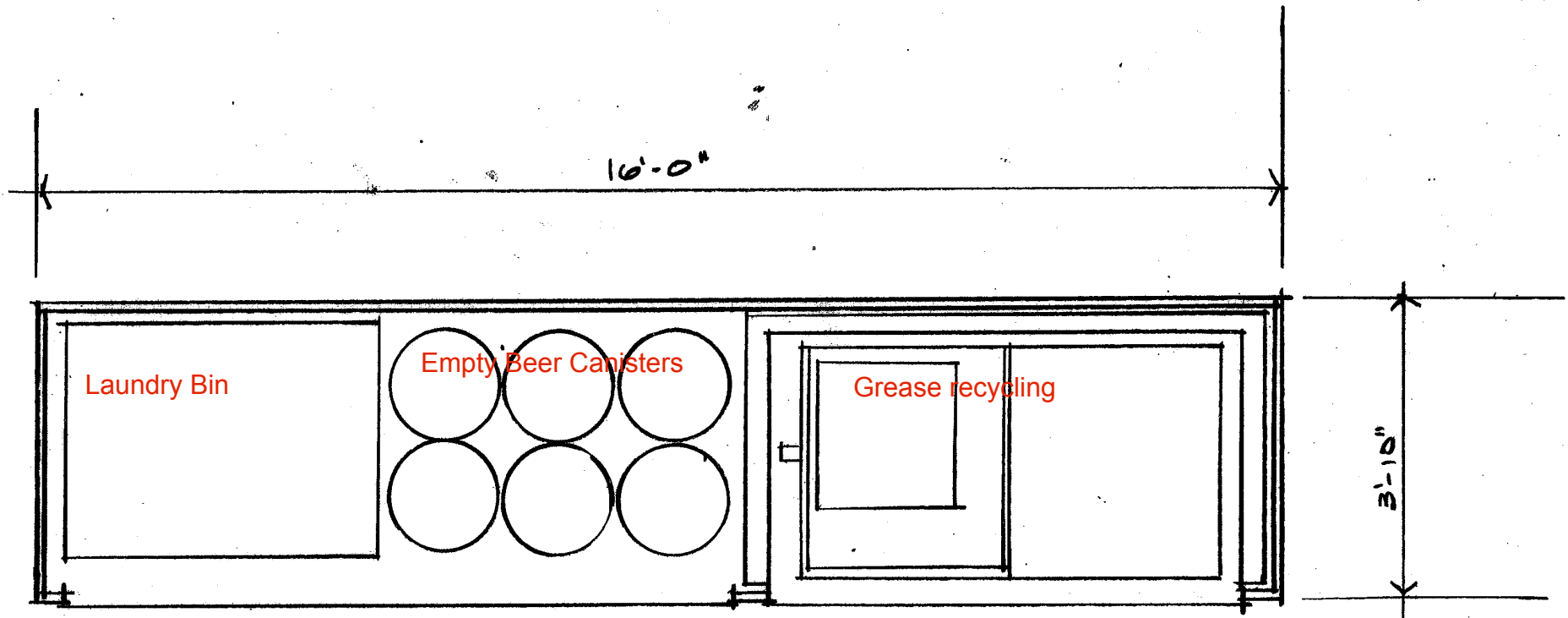
DATE
REGISTRATION #11325



WEBER
architects & planners

2280 Watertown Road, Long Lake, MN 55356-9419
952.476.4434 • Fax 952.476.5863 • nw@weberarchitects.com

Attachment B-6: Canvas Enclosure Detail



Canvas Enclosure

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT
UNDER THE LAWS OF THE STATE OF MINNESOTA.

NEIL WEBER, AIA

DATE
REGISTRATION #11325



2280 Watertown Road, Long Lake, MN 55356-0419
952.476.4434 • Fax 952.476.5863 • nwl@weberarchitects.com

Attachment C-1: Existing CoV Patio



Existing CoV Patio



Attachment C-3: Existing Canvas Enclosure



Existing Canvas Enclosure

Existing enclosure houses wood

New enclosure to match

Attachment D: Received Public Comment

Bryan Gadow

From: Heidi Nelson
Sent: Wednesday, January 14, 2015 3:07 PM
To: Bryan Gadow
Subject: FW: COV REQUEST FOR MORE SEATING

For the public record

From: George Carisch [<mailto:george@carischinc.com>]
Sent: Wednesday, January 14, 2015 2:46 PM
To: Heidi Nelson
Subject: COV REQUEST FOR MORE SEATING

Please forward our comments to the Mayor, City Council Members and all members of the Planning commission.

We request that the COV Restaurants application for more seating and storage area be denied. We have enough parking problems today without adding additional seating and thereby causing more parking requirements. If the COV can provide the parking necessary to meet City of Wayzata's guidelines for seating, then we have no criticism. This would include all seating requests that the COV and Sunsets have made in the past 10 years.

Do not invite more people to Wayzata until we have a parking ramp built that will satisfy all the needs of today and future growth, exhibited by the COV's request.

Thank You,

George Carisch
Carisch, Inc.
681 E Lake St. # 262
Wayzata, MN 55391
(O) 952-476-7280
(F) 952-697-1912
(C) 612-812-5275
george@carischinc.com

Attachment E: 1988 Development Agreement & CUP

DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT

THIS AGREEMENT, made this 1st day of March, 1988, by and between the City of Wayzata, a Minnesota municipal corporation, ("City"), and Gertrud Elisabeth Noelting ("Developer");

1. Conditional Use Permit. Subject to the terms and conditions set forth herein, the City hereby grants a conditional use permits for a Shoreland Impact Plan, for a restaurant use, and for a parking shortage for expansion of an existing development in order to facilitate the Developer in proceeding with the construction and completion of the following described project (the "Project").

The construction of a two story building addition and terrace enclosure on property defined by paragraph 2A below. The ground floor level will be devoted exclusively to a restaurant, not to exceed 192 permanent restaurant seats, 18 bar seats, and 40 temporary seasonal, outdoor seats, and a lobby/entrance area conforming to C-4 zoning district requirements. The second level of the building shall be utilized exclusively for commercial office space or other such use as allowed within and according to C-4 zoning district requirements. On separate property acquired from the Burlington Northern Railroad a one-way driveway entrance and minimum 25 space parking lot shall be constructed by the City. The driveway and parking lot are to be deeded to the City at no cost.

In recognition of ordinance provisions, the City hereby agrees to allow through conditional use permit, the Developer to proceed without providing for the parking space shortage for the exiting building and uses. Said shortages being defined by the Zoning Ordinance and calculated at a maximum of 61 spaces.

2. Property.

- A. The existing building is on property at 700 East Lake Street, Wayzata, Hennepin County, Minnesota, legally described as:

That part of Lots 12, 13 and 15, Block 2, Stephen's Second Addition to Wayzata and of Outlot 14, Wayzata, described as follows: Beginning at a point on the Northwesterly line of said Lot 15, distant 1 foot Southwesterly from the most Northerly corner thereof; thence Southwesterly along the Northwesterly line of said Lot 15, and the

Attachment E: 1988 Development Agreement & CUP

extension thereof 72.50 feet; thence Southeasterly 150.64 feet, more or less, along a line which would intersect the Southwesterly extension of the Southeasterly line of said Lot 12, said point of intersection being 34.92 feet Southwesterly from the most Southerly corner of said Lot 12; thence Northeasterly along said extended line and along the Southeasterly line of said Lot 12, a distance of 87.39 feet, more or less, to a point 26 feet Southwesterly from the Northeasterly corner of said Lot 12; thence Northwesterly parallel with the Northeasterly line of Lots 12, 13 and 15, said Block 2, a distance of 150 feet to the point of beginning.

- B. The new building is on land generally defined in Exhibit "A" and within the parcel described in 2A above.
- C. The driveway and new parking lot are on land generally defined and legally described as shown upon Exhibit "A", excepting therefrom the land described in 2A above.

3. Conditions. The conditional use permit is issued upon and subject to the following stipulations:

- A. Building Development. The building and immediate site plans attached as Exhibit "C" and are herein incorporated into this Agreement and the project shall be constructed in accordance therewith. Construction shall be completed prior to December 31, 1988.
- B. Driveway and Parking Development. The driveway and parking lot plans attached as Exhibit "B" are herein incorporated into this Agreement shall be constructed by City in general accordance therewith. Construction is to be completed prior to December 31, 1988. At the Developer's option, Developer's share of the cost of construction, which is agreed to be no more than \$30,000.00, may be financed through a City assessment procedure over a period not exceeding two (2) years. The Developer shall be responsible only for the actual cost of construction and related expenses, not to exceed \$30,000.00.
- C. Parking Credit. In any future assessments undertaken by the City for the provision of parking spaces, the property described in

Attachment E: 1988 Development Agreement & CUP

paragraph 2A shall be given credit for parking spaces actually constructed on the property described in paragraph 2C. In no event shall the credit be less than 25 spaces.

- D. Land Conveyance. The Developer shall prepare a new plat of land described at 2A and 2C above, and shall execute and deliver a Quit Claim Deed conveying ~~title~~ to the driveway and the new parking lot legally described in 2C above, to City, subject to the restriction that the property conveyed to the City must be used as a public parking lot and driveway, and in the event the property and driveway are no longer used for public parking purposes, title to the parking lot and driveway shall revert to Developer, her successors or assigns.

*Fee Simple
absolute title*

*and
Q & N.*

- E. Acknowledgement of Parking Shortage. The Developer acknowledges a required parking shortage based upon the building use as defined by the Zoning Ordinance and acknowledges financial responsibility for this shortage should the City undertake a parking expansion project as outlined in paragraph 4. Said responsibility shall be limited to a maximum of sixty-one (61) spaces.

- F. Driveway and Parking Lot Maintenance. For the land conveyed to the City for parking and driveway, maintenance and/or repair following transfer of ownership to the City may be assessed to the benefited properties.

- G. Shoreland Impact Improvements. The Developer shall submit a Shoreland Impact Plan as defined by the Zoning Ordinance to the Minnehaha Watershed District and shall make required site improvements as stipulated by the Minnehaha Watershed District. This Agreement shall be subject to and contingent upon Buyer's acceptance of the cost of any such improvements.

- H. Related Property Matters.

1. Developer shall exert reasonable efforts to clarify property boundaries between Developer's property and the property located immediately to the East of the existing structure which is defined in paragraph 2A. This task shall be completed no later than December 31, 1988.

Attachment E: 1988 Development Agreement & CUP

2. The City shall obtain access easements as specified by the City and illustrated in Exhibit "B" between the Schmidt and Olson Buildings and between the Koenig, Robin and Lindquist, Vennum Buildings by ~~June 1, 1988~~ Dec 1, 1988: *mo RPN*
3. City and Developer shall agree that if either of them acquires the "railroad property" from Burlington Northern Railway or any other owner, which property lies Southerly of Developer's property described in paragraph 2A herein, and between the extension Southerly to the shore of Lake Minnetonka, of the Easterly and Westerly boundaries thereof, no structure, obstruction, tree or other vegetation will be erected or allowed to exist upon said property, which would obstruct the view of Lake Minnetonka from Developer's property.
 - I. Replat of Existing Property. The Developer shall be responsible for a replat of existing and new land parcels which comprise the future building site, parking lot and driveway. Said plat is to be subject to City approval and shall be completed by December 31, 1988.
 - J. Property Signing. The Developer agrees that signing on the building shall be in compliance with limits established by City ordinances. Said signing shall include the proposed clock(s) if constructed.
4. Future Special Assessments. Any future special assessments levied to fund the acquisition, construction and/or maintenance of one or more at-grade or ramp parking facilities which would be available for the use of employees, invitees and tenants of Developer, will be levied pursuant to Minnesota Statute Section 429.001 through 429.091, and as follows:
 - A. Definition of "Benefit",.. Such statutes provide that special assessments may be levied against a property only to the extent that such property "benefits" from improvements funded by special assessments, and the amount of such "benefit" equals the increase of the fair market value of the property resulting from the creation of such improvements. Acknowledging that it may be difficult to quantify or measure the increase in fair market value resulting from the provisions of public parking facilities in the vicinity of the project, the City and Developer agree that the

cost of providing public parking shall result in an increase in the fair market value of those properties benefitting from such parking in an amount identical to such costs, but in no event to exceed \$7,500.00 per parking space, and as further adjusted in the paragraphs of this Agreement to determine Developer's proportionate share. The \$7,500.00 per parking space limit is intended to apply, pursuant to this Agreement, only to the Developer and not necessarily to other property owners assessed.

B. Apportionment of Special Assessments. Pursuant to Minnesota Statute Section 459.14(7), the city may establish a different rate of assessment for properties benefited to a greater or lesser extent by such parking facility. Developer acknowledges and agrees that any apportionment of the costs of such parking facility which benefits the project and other properties may be apportioned based on the number of parking spaces which any one benefited property has failed to provide in accordance with pertinent city ordinances. For purpose of this apportionment, parties agree that Developer has a maximum 61 space parking deficit. For example, a property which failed to provide 50 parking spaces as required by the pertinent City ordinance, would pay twice as much in special assessments as Developer whose shortage is 25 parking spaces for such a parking facility benefiting both properties.

C. Assessment Area. Any parking facility within the following "assessment area" shall be deemed to be beneficial to the Project. The assessment area shall be those parcels of land bounded by Lake Minnetonka to the South, Walker Avenue to the West, Superior Boulevard to the East and Indian Mound Street or its extension to the North. When the City levies special assessments for such a parking facility it may elect to adjust such assessments on the basis of proximity to the parking facility. Developer shall benefit from such adjustment in like fashion to others assessed, but Developer agrees that special assessments for such parking facility may be apportioned among properties within the assessment area without adjustment based on the distance between the benefited property and the facility. The absence of such an adjustment is justified by the fact that to the extent that the users of properties closer than the project to a new public parking facility make use of such facility,

pre-existing public parking located closer to the project will then be freed up and available for users of the project. The City reserves the right to levy assessments with a smaller assessment area than the one described above.

- D. Area Parking Shortage. Developer's proportionate share of the assessment for such parking facility shall in no event exceed the cost of acquiring, constructing and maintaining that number of spaces (subject to the \$7,500.00 per space limit at paragraph 4A above) which Developer has failed to provide according to paragraph 3C above, in proportion to the then existing assessment area shortage of required parking spaces for all properties in the assessment areas. In determining Developer's proportionate share of any such new parking facility costs, Developer's percentage of the area shortage shall be multiplied times the total cost of the parking facility to determine the dollar amount payable to Developer, subject to the aforesaid \$7,500.00 limit and the other terms of this Agreement.
- E. Obligation to Specially Assess. In order to assess Developer under this Agreement for any new parking facility costs, the City must specially assess the cost of the parking facility to all properties in the area defined in paragraph 4C above.
- F. Maintenance Costs. Costs of maintaining any such parking facility may be assessed separately from the costs of acquisition and construction of same and shall not be subject to the \$7,500.00 per space limit provided at paragraph 3A above. Developer agrees that the project shall pay its proportionate share of maintenance costs.

5. Challenges to Assessments. The parties acknowledge that variances for parking deficiencies have previously been granted to the owners of other properties in downtown Wayzata, which owners have not signed a similar Development Agreement. In the event that assessments are imposed for a parking facility, such other owners may be able to successfully resist the imposition of such assessment on their properties in the absence of such Development Agreements. The Developer agrees that the City's inability to impose assessments on other property owners shall not constitute a valid basis for the Developer's refusal to pay such assessments, provided that such assessments are allocated so that appropriate share attributable to properties whose owners successfully resist

Attachment E: 1988 Development Agreement & CUP

the imposition of assessments, or to properties which are not assessed for any other reason, is paid by the City, or, in any event, is not borne by the Developer.

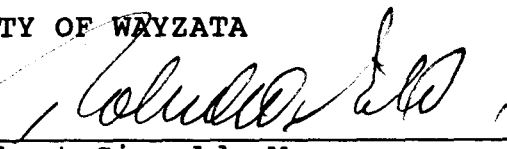
6. Duration of Consent to Assessment. If no special assessments have been levied by December 31, 1998, pursuant hereto, Developer's consent to and obligation for special assessments described herein shall terminate. Thereafter, the City may only assess Developer of this project pursuant to the terms of Minnesota Statutes Section 429 et seq.

7. Alternative Parking. Developer shall have the right to obtain for the project alternative parking spaces to replace some or all of the parking shortage identified in paragraph 1 above. Such alternative parking spaces must be within the assessment area defined in paragraph 4C and must satisfy all requirements of the City's ordinances (including the issuance of a conditional use permit, if so required).

8. Miscellaneous Terms and Conditions. Each party has carefully reviewed the terms and conditions of this Agreement and each agree that such terms and conditions are reasonable. In the event that any one or more terms of this Agreement shall be held to be void or unenforceable by any Court of competent jurisdiction for any reason, the balance of this Agreement shall be valid and in full force and effect so long as the effect thereof does not substantially alter the terms of the Agreement or any respective rights of the parties. This Agreement shall be governed by and be interpreted according to the laws of the State of Minnesota, and it shall be binding upon and inure to the benefit of the administrators, executors, heirs, assigns and successors of the respective parties hereto. This Agreement shall run with the land and shall be binding upon subsequent owners of the project.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement and Conditional Use Permit as of the date first above written.

CITY OF WAYZATA

By: 

Robert Gisvold, Mayor

By: 

Allan Orsen, City Manager

DEVELOPER:


Gertrud Elisabeth Noelting

Attachment E: 1988 Development Agreement & CUP

COFFIN & GRONBERG, INC.
SURVEYING, ENGINEERING AND LAND PLANNING
482-A TAMARACK AVENUE
LONG LAKE, MINN. 55358

473-4141

February 29, 1988

Legal Descriptions
for Gertrud Noelting
in Lots 12, 13, and 15, Block 2
"Stephens Second Addition to Wayzata"
and Outlot 14, Wayzata "revised"
Hennepin County, Minnesota

1. City Parcel

That part of the tract of land in the plat of Wayzata, designated as Outlot 14 on the plat of Wayzata "revised" Hennepin County, Minnesota, described as follows: Beginning at a point on the Southwesterly extension of the Northwestern line of Lot 15, Block 2, "Stephens Second Addition to Wayzata" distant 91.5 feet Southwesterly from the most Northerly corner of said Lot 15, as measured along the Northwestern line of said Lot 15 and its Southwesterly extension; said point of beginning also being the point of beginning of "Line A"; thence Southeasterly along said "Line A" to a point on the Southwesterly extension of the Southeasterly line of Lot 1 in said Block 2, distant 40 feet Southwesterly from the most Southerly corner of said Lot 1, and said "Line A" there ending; thence Northeasterly along the Southwesterly extension of the Southeasterly line of said Lot 1 a distance of 40 feet to the most Southerly corner of said Lot 1; thence Northwesterly to a point on the Southwesterly extension of the Southeasterly line of Lot 12 in said Block 2, distant 12.92 feet Southwesterly from the most Southerly corner of said Lot 12; thence Southwesterly along the Southwesterly extension of the Southeasterly line of said Lot 12 to a line 18.00 feet northwesterly of, measured at a right angle to and parallel with said "Line A"; thence Northwesterly along said parallel line to its intersection with the Southwesterly extension of the Northwestern line of said Lot 15; thence Southwesterly along the Southwesterly extension of the Northwestern line of said Lot 15 to the point of beginning.

2. Noelting Parcel

That part of Lots 12, 13 and 15, Block 2, "Stephens Second Addition to Wayzata" and of the tract of land in the plat of Wayzata, designated as Outlot 14 on the plat of Wayzata "revised" Hennepin County, Minnesota, described as follows: Beginning at a point on the Northwestern line of said Lot 15 distant one foot Southwesterly from the most Northerly corner of said Lot 15; thence Southwesterly along the Northwestern line of said Lot 15 and its Southwesterly extension a distance of 90.5 feet to "Point A"; thence Southeasterly along "Line A" to its intersection with the Southwesterly extension of the Southeasterly line of said Lot 12; , said "Line A" being described as beginning at said "Point A" and running Southeasterly to a point on the Southwesterly extension of the Southeasterly line of Lot 1 in said Block 2; distant 40 feet Southwesterly from the most Southerly corner of said Lot 1, and said "Line A" there ending; thence Northeasterly along the Southwesterly extension of

Attachment E: 1988 Development Agreement & CUP

COFFIN & GRONBERG, INC.
SURVEYING, ENGINEERING AND LAND PLANNING
482-A TAMARACK AVENUE
LONG LAKE, MINN. 55356

473-4141

-2-

the Southeasterly line of said Lot 12 and the Southeasterly line of said Lot 12 to a point distant 26 feet Southwesterly from the Northeasterly corner of said Lot 12; thence Northwesterly parallel with the Northeasterly line of Lots 12, 13 and 14, said Block 2, a distance of 150 feet to the point of beginning, EXCEPT the Southwesterly 18.00 feet of the above described parcel.

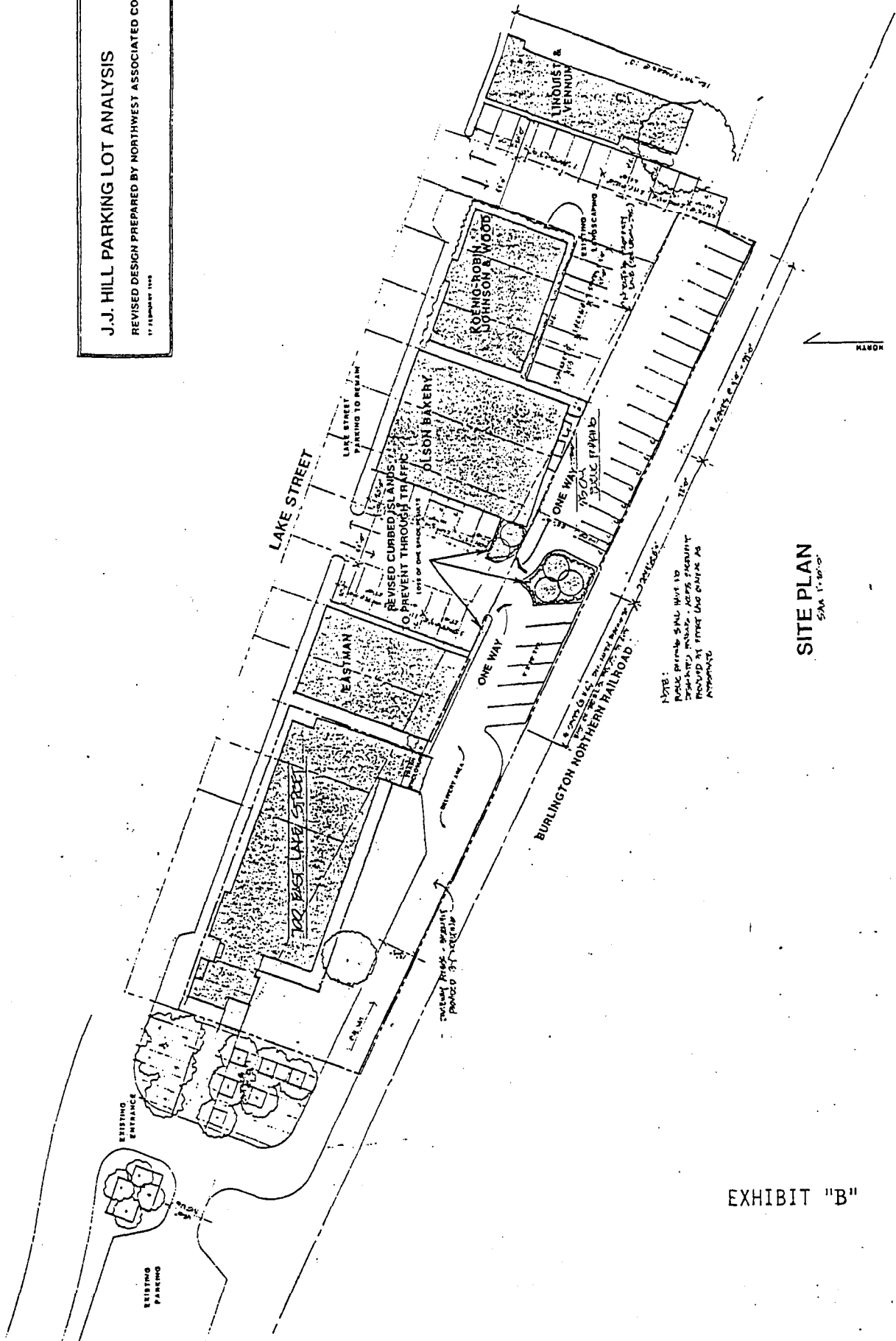
Attachment E: 1988 Development Agreement & CUP

J.J. HILL PARKING LOT ANALYSIS

REVISED DESIGN PREPARED BY NORTHWEST ASSOCIATED CONSULTANTS
17 FEBRUARY 1988

88-08
REMODELING/ADDITION
700 EAST LAKE ST.
WAYZATA, MINNESOTA
NO 1,000

REMOVED SCHEDULING
25 LINDSAY LANE, WAYZATA, MN

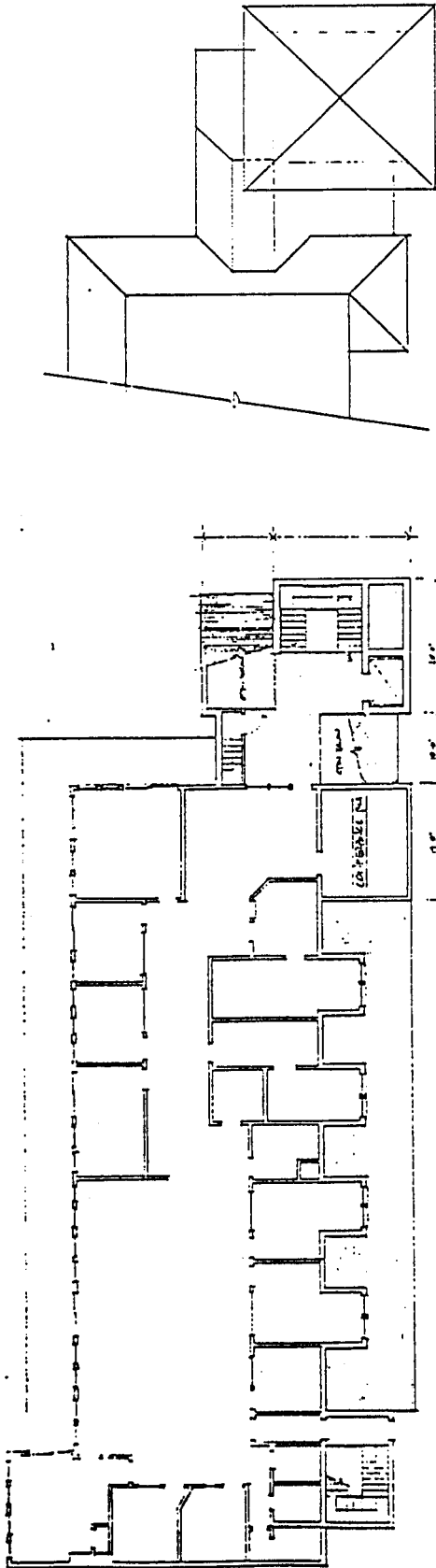


SITE PLAN
SMA 11-100-00

EXHIBIT "B"

Attachment E: 1988 Development Agreement & CUP

166 5475'
88-08
REMODELING/ADDITION FOR
700 EAST LAKE STREET
WAYZATA, MINNESOTA
Richard S. Weber
Architect
11100 Hennepin Avenue, Suite 100
Minneapolis, MN 55426



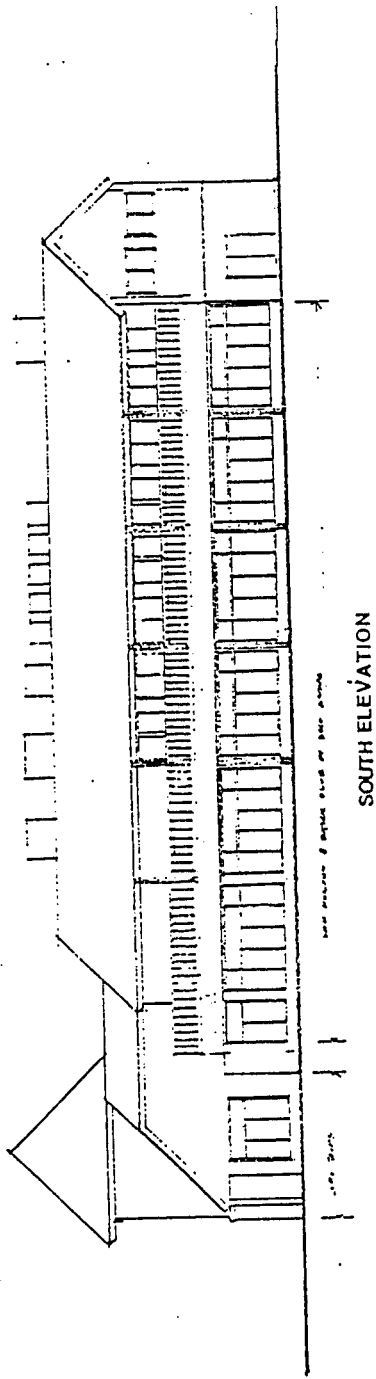
ROOF PLAN
1/8" = 1'-0"

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

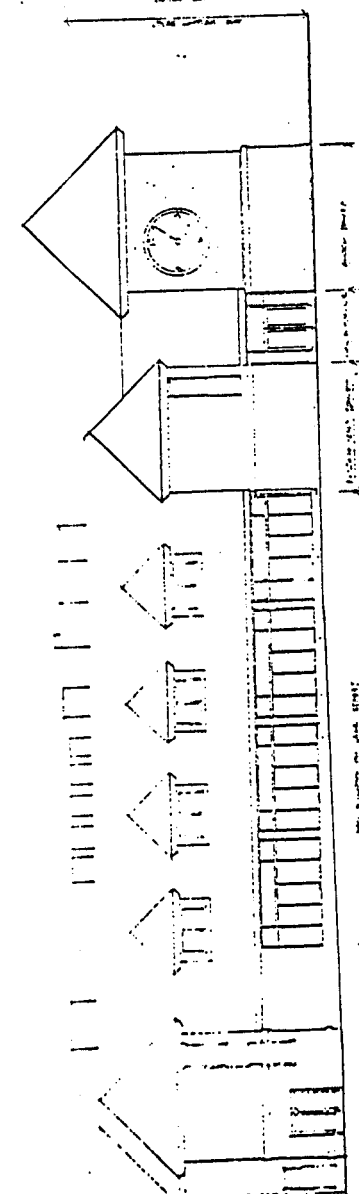
FIRST FLOOR PLAN
1/8" = 1'-0"

EXHIBIT "C_1"

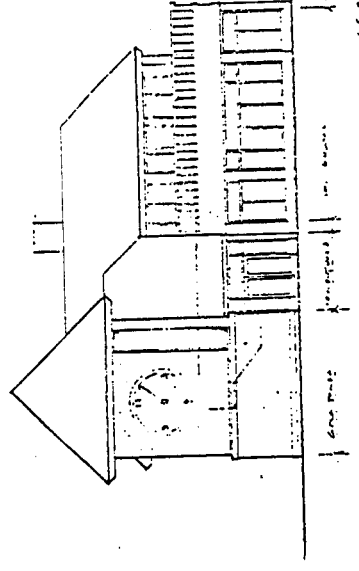
Attachment E: 1988 Development Agreement & CUP



SOUTH ELEVATION



NORTH ELEVATION



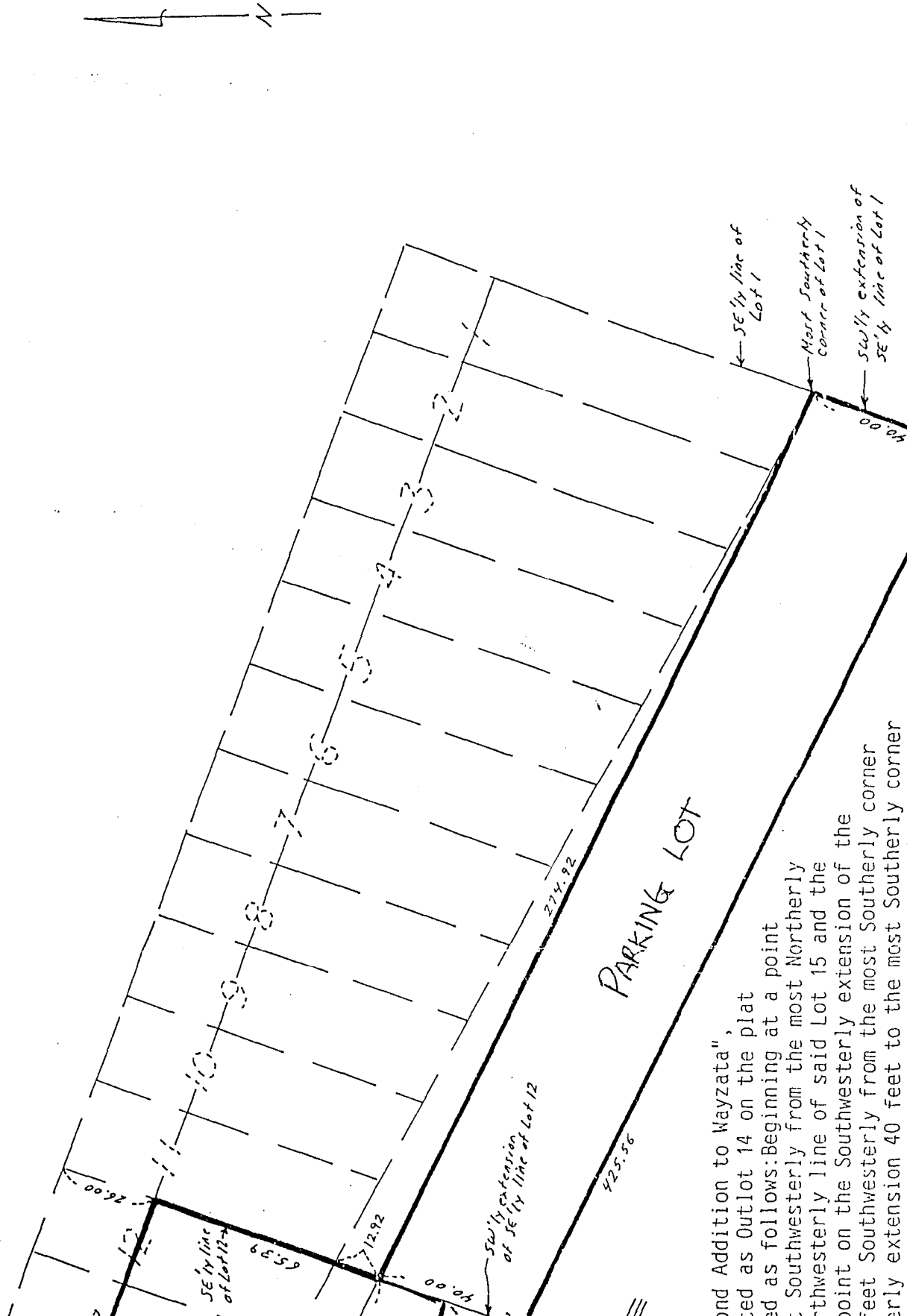
WEST ELEVATION

88-08
REMODELING/ADDITION FOR
700 EAST LAKE STREET
WAYZATA, MINNESOTA
9/15/88
Schmidt/Nei Weber
Civil Engineers & Architects, Inc.

EXHIBIT "C-2"

Attachment E: 1988 Development Agreement & CUP

Sketch for Gertrud E. Noelting
in Lots 12, 13, and 15, Block 2
"Stephens Second Addition to Wayzata"
and Outlot 14, Wayzata "revised"
Hennepin County, Minnesota



and Addition to Wayzata",
as Outlot 14 on the plat
as follows: Beginning at a point
Southwesterly from the most Northerly
Southwesterly line of said Lot 15 and the
point on the Southwesterly extension of the
feet Southwesterly from the most Southerly corner
early extension 40 feet to the most Southerly corner

#1352

#1352

**AGREEMENT AND AMENDMENT
TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT**

THIS AGREEMENT AND AMENDMENT TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT ("Agreement") is made as of the 15th day of April, 2014 ("Effective Date"), by and between the City of Wayzata, a Minnesota municipal corporation ("City"), and Clock Tower Venture, a Texas joint venture ("Owner").

RECITALS:

WHEREAS, City and the predecessor in interest to Owner are parties to a certain Development Agreement that runs with the land, dated March 1, 1988, attached hereto as Exhibit A (the "Original Development Agreement and Conditional Use Permit"), providing for the development of property located at 700 Lake Street East in Wayzata, Minnesota, as more specifically described in the Original Development Agreement and in the legal description attached as Exhibit B (the "Property");

WHEREAS, the Owner wishes to create an outdoor bar area and increase the number of outdoor seats on the Property, and has obtained approval from the City for such that requires the Owner, as a condition of the approval, to amend the Original Development Agreement, in a form acceptable to the City Attorney.

WHEREAS, subsequent to the adoption of the Resolution, the Owner has modified its development plans in ways that do not require further City approvals and that are consistent with the land use approvals granted in the Resolution, and the City and Owner wish those current development plans to be reflected in this Agreement, attached as Exhibit C;

WHEREAS, in accordance with the foregoing, and the requirements of City of Wayzata Resolution No. 32-2013 (the "Resolution"), the parties desire to amend the Original Development Agreement and Conditional Use Permit as set forth below;

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

- A. Amendments to the Original Development Agreement and Conditional Use Permit:
1. Amendment No. 1. All references to "Developer" in the Original

Attachment F: 2014 Amendment to 1988 Development Agreement

Development Agreement and Conditional Use Permit that are a part of a continuing or present right, covenant, representation or obligation shall be read to include "Owner". Nothing in this Agreement shall relieve Developer from any covenant, representation or obligation in the Original Development Agreement and Conditional Use Permit that was not finally met or extinguished, or that has not been duly assigned and assumed by another party.

2. Amendment No. 2. The first two sentences of the second paragraph in Subsection 1 are hereby amended as follows (~~struck-text deleted~~; underlined text added):

The Project involves the construction of a two story building addition and terrace enclosure on property defined by paragraph 2A below, in addition to a 480 square foot (SF) rear addition to the main level to allow for interior trash storage. The ground floor level will be devoted exclusively to a restaurant, not to exceed 210 permanent restaurant seats, inclusive of indoor bar seats in accordance with the City's Ordinances on Liquor Sales, 9 tables and associated chairs on adjacent City Right of Way (ROW), and 106 temporary seasonal, outdoor patio seats, and a lobby/entrance area conforming to C-4 zoning district requirements.

B. Additional Agreements Related to Approval Resolution:

1. The conditions of approval in the Resolution are amended to read as follows, and the Owner agrees to comply with them all:
 - A. The Owner shall obtain and maintain the appropriate license/s from the City for use of the City ROW on which the outdoor seating and waiting areas are to be located, which license/s may be granted, revoked and/or denied in the sole discretion of the City on the basis of any reason related to the health, safety and welfare of the City, and/or the need to use the City ROW for other public or City purposes.
 - B. The Owner must comply with any future policy and fee established by the City Council for use of City Right-of-Way.
 - C. The Owner shall install bike racks on the Property in the locations and style designated by the City.
 - D. The owner shall not remove or replace the existing trees on the Property unless so directed by the City Forester or the City Manager.
 - E. The Owner shall work with City Staff on the design of the outdoor

Attachment F: 2014 Amendment to 1988 Development Agreement

- bench and associated landscaping.
- F. The Owner shall apply for and must receive approval of the appropriate building permits from the City Building Official.
 - G. The Owner shall install no more than nine (9) additional tables and associated chairs, as depicted on Attachment A of the Resolution, for a total of one hundred and six (106) seats for the collective outdoor seating areas on the Owner's Property and City ROW.
 - H. The Owner shall demark the outdoor seating area on City ROW from the adjacent pedestrian area, with the proposed metal and canvas panel fencing, or landscaping as depicted in the Application. The canvas panels shall be of a dark canvas material with no logos or text. The Owner shall be responsible to ensure the tables and chairs remain in the approved outdoor seating and waiting areas. The City shall also monitor the outdoor seating and waiting areas to ensure the outdoor seating and waiting areas remain in the approved area.
 - I. The Owner shall include one covered trash receptacle matching appearance of other furniture shall be provided for the tables.
 - J. The Owner shall install landscape material at the entrance of the restaurant adjacent to the City ROW.
 - K. The Owner shall maintain at least a five (5) foot clear pedestrian passage way between the proposed outdoor seating and waiting area and the building at all times.
 - L. The Owner shall ensure that any proposed umbrellas have a minimum clearance of seven (7) feet above the sidewalk.
 - M. The Owner shall ensure that a minimum of forty two inches (42") be provided within the aisles of the proposed café area.
 - N. The Owner shall ensure that the furniture will be movable to allow for seasonal changes.
 - O. The furniture shall be washable, constructed of metal or other weather resistant material, and maintained in a safe and sanitary condition.
 - P. The Owner shall not store furniture on the sidewalks between the months of November and April.

Attachment F: 2014 Amendment to 1988 Development Agreement

- Q. No outside bar, cooking facility, food preparation or holding area, or wait station shall be established in the outdoor seating and waiting areas or the City ROW.
- R. Any lighting used to illuminate the café area shall be arranged as to reflect light away from the adjoining properties and public streets, and be in compliance with the applicable City ordinances.
- S. No electronic amplified outdoor music, intercom, audio speakers, or other such noise generating devices shall be allowed in the proposed café area.
- T. The Owner shall enter into a hold harmless agreement with the City, exempting the City from all liability claims associated with the proposed outdoor seating area use on City ROW.
- U. The Owner shall be responsible for maintenance of the public ROW for which the outdoor seating area located upon, and any damage to the City ROW associated with the outdoor seating area use.
- V. Security of the outdoor seating and waiting areas shall be the responsibility of the property owner and/or tenant.
- W. The Owner shall be responsible to pick up litter within one hundred (100) feet of the outdoor seating and waiting areas on a daily basis.
- X. A special license for outdoor sidewalk café shall be renewed no later than November 1st of each year.
- Y. Annual/perennial flowers or other appropriate vegetative materials shall be used to enhance streetscape aesthetics.
- Z. Canopies/umbrellas shall be used for summer sun protection subject to the provisions of this Ordinance.
- AA. Design of site furnishings and café layout shall be reviewed prior to installation by the City subject to the above provisions.

2. Failure to comply with any one of the conditions listed in this Section B shall result in the revocation of the approval of the Sidewalk CUP granted in the Resolution.

Attachment F: 2014 Amendment to 1988 Development Agreement

C. Other:

1. Hold Harmless Agreement. The Owner shall defend, indemnify and hold harmless the City of Wayzata from any and all claims of any kind and nature, losses, damage, liability, injury, or expense, claimed by the Owner, its employees, vendors, customers, guests and invitees, or others, in connection with, associated with, or arising out of the outdoor seating and waiting area use. The foregoing obligation of defense, indemnity, and hold harmless is joint and several. The Owner shall procure and maintain sufficient liability insurance, naming the City of Wayzata as an additional insured, to cover its potential liability under this section, in amounts no less than \$500,000 per person and \$1,000,000 per occurrence covering persons, and in the same amounts covering property.

2. Default. Failure by the Owner to observe and substantially perform any covenant, condition or obligation on its part to be observed or performed under this Agreement shall be considered an "Event of Default" under this Agreement. Whenever any Event of Default occurs and the Owner fails to cure such default within twenty (20) days after notice by the City (or such longer or shorter period as may be reasonably necessary and specified by the City in the notice) then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, take anyone or more of the following actions:

- i. Perform or hire a third party to perform for the account of the Owner any obligation of the Owner hereunder. The Owner shall promptly reimburse the City for any reasonable expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Property or to act in accordance with this Agreement. When the City does any work as allowed herein, the City may, in addition to its other remedies, assess the cost in whole or in part against the Property and the Property shall be deemed to have benefited from the work in the reasonable amount expended by the City to perform such work.
- ii. Withhold approval of any permit or licenses with respect to the Property, including building permits, ROW licenses or other business licenses for the Property and/or the business operated thereon.
- iii. Assess against the Property any reasonable costs incurred by the City due to the breach of this Agreement by Owner and not theretofore reimbursed by the Owner, and the Property shall be deemed to have benefited in the amount and to the extent of such costs.
- iv. Cancel and terminate any Conditional Use Permit associated with the Property.

Attachment F: 2014 Amendment to 1988 Development Agreement

3. Conformance with Laws. The Owner shall comply with the terms of this Agreement and all local, state, and federal laws and regulations applicable to the Property and the operations of the business thereon.

4. Waiver and Amendment. The action or inaction of the City shall not constitute a waiver of or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. No license, building permit or certificate of occupancy shall be issued which conflicts with the requirements of this Agreement, and any such license, permit or certificate which does so conflict shall be void. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release. If any portion, section, sub-section, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

5. Interpretation of Agreement. Wherever there exists a conflict between this Agreement and the Original Development Agreement, the provisions of this Agreement shall control. Nothing in this Agreement shall supersede anything in the Resolution. Unless otherwise indicated, capitalized terms shall be defined in the manner set forth in the Original Development Agreement or the Resolution. Except as expressly modified herein, the Original Development Agreement is in full force and effect. From and after the Effective Date, the term "Development Agreement" shall mean and refer to the Original Development Agreement as amended and supplemented by this Agreement.

6. Run with the Land. This Agreement is binding on the Owner, all successors and assigns of Owner, and on any future owner/s of the Property. The Owner may not assign this Agreement without written consent of the City Council. This Agreement, and any future amendments thereto, shall run with the land and shall be recorded against the title to the Property by the Owner at the expense of the Owner. Owner shall provide the City with a recorded copy of this Agreement, and any amendments thereto, as soon as they are available.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the day and year first above written.

CITY:

City of Wayzata,
A Minnesota municipal corporation

By: _____

Kenneth Willcox, Mayor

OWNER:

Clock Tower Venture
a Texas joint venture

By: _____

Jurgen Stielow, Managing Venturer

Attachment F: 2014 Amendment to 1988 Development Agreement

By:  _____
Heidi Nelson,
City Manager

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

The foregoing instrument was acknowledged before me this 15th day of April, 2014, by Kenneth Willcox, the Mayor of the City of Wayzata, and Heidi Nelson, the City Manager of City of Wayzata., a Minnesota municipal corporation, on behalf of the municipal corporation.

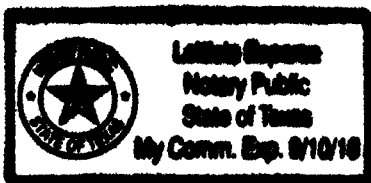




Becky Malone-Notary Public

STATE OF TEXAS }
COUNTY OF TRAVIS } ss.

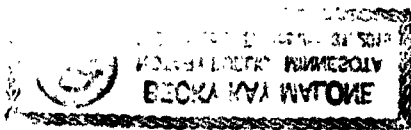
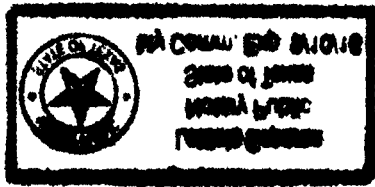
The foregoing instrument was acknowledged before me this 30th day of April, 2014, by Jurgen Stielow, the Managing Venturer of Clock Tower Venture, LLC, a Texas joint venture, on behalf of the joint venture.





Notary Public
State of Texas

Attachment F: 2014 Amendment to 1988 Development Agreement



Attachment F: 2014 Amendment to 1988 Development Agreement

Drafted by:

CITY OF WAYZATA
600 Rice Street
Wayzata, MN 55391
(952) 404-5312

Attachment F: 2014 Amendment to 1988 Development Agreement

Exhibit A

Original Development Agreement and Conditional Use Permit

Attachment F: 2014 Amendment to 1988 Development Agreement

DEVELOPMENT AGREEMENT AND
CONDITIONAL USE PERMIT

THIS AGREEMENT, made this 1st day of March, 1988, by and between the City of Wayzata, a Minnesota municipal corporation, ("City"), and Gertrud Elisabeth Noelting ("Developer");

1. Conditional Use Permit. Subject to the terms and conditions set forth herein, the City hereby grants a conditional use permits for a Shoreland Impact Plan, for a restaurant use, and for a parking shortage for expansion of an existing development in order to facilitate the Developer in proceeding with the construction and completion of the following described project (the "Project").

The construction of a two story building addition and terrace enclosure on property defined by paragraph 2A below. The ground floor level will be devoted exclusively to a restaurant, not to exceed 192 permanent restaurant seats, 18 bar seats, and 40 temporary seasonal, outdoor seats, and a lobby/entrance area conforming to C-4 zoning district requirements. The second level of the building shall be utilized exclusively for commercial office space or other such use as allowed within and according to C-4 zoning district requirements. On separate property acquired from the Burlington Northern Railroad a one-way driveway entrance and minimum 25 space parking lot shall be constructed by the City. The driveway and parking lot are to be deeded to the City at no cost.

In recognition of ordinance provisions, the City hereby agrees to allow through conditional use permit, the Developer to proceed without providing for the parking space shortage for the exiting building and uses. Said shortages being defined by the Zoning Ordinance and calculated at a maximum of 61 spaces.

2. Property.

- A. The existing building is on property at 700 East Lake Street, Wayzata, Hennepin County, Minnesota, legally described as:

That part of Lots 12, 13 and 15, Block 2, Stephen's Second Addition to Wayzata and of Outlot 14, Wayzata, described as follows: Beginning at a point on the Northwesterly line of said Lot 15, distant 1 foot Southwesterly from the most Northerly corner thereof; thence Southwesterly along the Northwesterly line of said Lot 15, and the

extension thereof 72.50 feet; thence Southeasterly 150.64 feet, more or less, along a line which would intersect the Southwesterly extension of the Southeasterly line of said Lot 12, said point of intersection being 34.92 feet Southwesterly from the most Southerly corner of said Lot 12; thence Northeasterly along said extended line and along the Southeasterly line of said Lot 12, a distance of 87.39 feet, more or less, to a point 26 feet Southwesterly from the Northeasterly corner of said Lot 12; thence Northwesterly parallel with the Northeasterly line of Lots 12, 13 and 15, said Block 2, a distance of 150 feet to the point of beginning.

- B. The new building is on land generally defined in Exhibit "A" and within the parcel described in 2A above.
 - C. The driveway and new parking lot are on land generally defined and legally described as shown upon Exhibit "A", excepting therefrom the land described in 2A above.
3. Conditions. The conditional use permit is issued upon and subject to the following stipulations:
- A. Building Development. The building and immediate site plans attached as Exhibit "C" and are herein incorporated into this Agreement and the project shall be constructed in accordance therewith. Construction shall be completed prior to December 31, 1988.
 - B. Driveway and Parking Development. The driveway and parking lot plans attached as Exhibit "B" are herein incorporated into this Agreement shall be constructed by City in general accordance therewith. Construction is to be completed prior to December 31, 1988. At the Developer's option, Developer's share of the cost of construction, which is agreed to be no more than \$30,000.00, may be financed through a City assessment procedure over a period not exceeding two (2) years. The Developer shall be responsible only for the actual cost of construction and related expenses, not to exceed \$30,000.00.
 - C. Parking Credit. In any future assessments undertaken by the City for the provision of parking spaces, the property described in

paragraph 2A shall be given credit for parking spaces actually constructed on the property described in paragraph 2C. In no event shall the credit be less than 25 spaces.

- D. Land Conveyance. The Developer shall prepare a new plat of land described at 2A and 2C above, and shall execute and deliver a Quit Claim Deed conveying ~~title~~ to the driveway and the new parking lot legally described in 2C above, to City, subject to the restriction that the property conveyed to the City must be used as a public parking lot and driveway, and in the event the property and driveway are no longer used for public parking purposes, title to the parking lot and driveway shall revert to Developer, her successors or assigns.

*Fee Simple
absolute title*

*and
Q & N.*

- E. Acknowledgement of Parking Shortage. The Developer acknowledges a required parking shortage based upon the building use as defined by the Zoning Ordinance and acknowledges financial responsibility for this shortage should the City undertake a parking expansion project as outlined in paragraph 4. Said responsibility shall be limited to a maximum of sixty-one (61) spaces.
- F. Driveway and Parking Lot Maintenance. For the land conveyed to the City for parking and driveway, maintenance and/or repair following transfer of ownership to the City may be assessed to the benefited properties.
- G. Shoreland Impact Improvements. The Developer shall submit a Shoreland Impact Plan as defined by the Zoning Ordinance to the Minnehaha Watershed District and shall make required site improvements as stipulated by the Minnehaha Watershed District. This Agreement shall be subject to and contingent upon Buyer's acceptance of the cost of any such improvements.
- H. Related Property Matters.
1. Developer shall exert reasonable efforts to clarify property boundaries between Developer's property and the property located immediately to the East of the existing structure which is defined in paragraph 2A. This task shall be completed no later than December 31, 1988.

2. The City shall obtain access easements as specified by the City and illustrated in Exhibit "B" between the Schmidt and Olson Buildings and between the Koenig, Robin and Lindquist, Vennum Buildings by ~~June 1, 1988~~ ^{Dec 1, 1988. AND GEN}
3. City and Developer shall agree that if either of them acquires the "railroad property" from Burlington Northern Railway or any other owner, which property lies Southerly of Developer's property described in paragraph 2A herein, and between the extension Southerly to the shore of Lake Minnetonka, of the Easterly and Westerly boundaries thereof, no structure, obstruction, tree or other vegetation will be erected or allowed to exist upon said property, which would obstruct the view of Lake Minnetonka from Developer's property.
 - I. Replat of Existing Property. The Developer shall be responsible for a replat of existing and new land parcels which comprise the future building site, parking lot and driveway. Said plat is to be subject to City approval and shall be completed by December 31, 1988.
 - J. Property Signing. The Developer agrees that signing on the building shall be in compliance with limits established by City ordinances. Said signing shall include the proposed clock(s) if constructed.
4. Future Special Assessments. Any future special assessments levied to fund the acquisition, construction and/or maintenance of one or more at-grade or ramp parking facilities which would be available for the use of employees, invitees and tenants of Developer, will be levied pursuant to Minnesota Statute Section 429.001 through 429.091, and as follows:
 - A. Definition of "Benefit", Such statutes provide that special assessments may be levied against a property only to the extent that such property "benefits" from improvements funded by special assessments, and the amount of such "benefit" equals the increase of the fair market value of the property resulting from the creation of such improvements. Acknowledging that it may be difficult to quantify or measure the increase in fair market value resulting from the provisions of public parking facilities in the vicinity of the project, the City and Developer agree that the

cost of providing public parking shall result in an increase in the fair market value of those properties benefitting from such parking in an amount identical to such costs, but in no event to exceed \$7,500.00 per parking space, and as further adjusted in the paragraphs of this Agreement to determine Developer's proportionate share. The \$7,500.00 per parking space limit is intended to apply, pursuant to this Agreement, only to the Developer and not necessarily to other property owners assessed.

- B. Apportionment of Special Assessments. Pursuant to Minnesota Statute Section 459.14(7), the city may establish a different rate of assessment for properties benefited to a greater or lesser extent by such parking facility. Developer acknowledges and agrees that any apportionment of the costs of such parking facility which benefits the project and other properties may be apportioned based on the number of parking spaces which any one benefited property has failed to provide in accordance with pertinent city ordinances. For purpose of this apportionment, parties agree that Developer has a maximum 61 space parking deficit. For example, a property which failed to provide 50 parking spaces as required by the pertinent City ordinance, would pay twice as much in special assessments as Developer whose shortage is 25 parking spaces for such a parking facility benefiting both properties.
- C. Assessment Area. Any parking facility within the following "assessment area" shall be deemed to be beneficial to the Project. The assessment area shall be those parcels of land bounded by Lake Minnetonka to the South, Walker Avenue to the West, Superior Boulevard to the East and Indian Mound Street or its extension to the North. When the City levies special assessments for such a parking facility it may elect to adjust such assessments on the basis of proximity to the parking facility. Developer shall benefit from such adjustment in like fashion to others assessed, but Developer agrees that special assessments for such parking facility may be apportioned among properties within the assessment area without adjustment based on the distance between the benefited property and the facility. The absence of such an adjustment is justified by the fact that to the extent that the users of properties closer than the project to a new public parking facility make use of such facility,

pre-existing public parking located closer to the project will then be freed up and available for users of the project. The City reserves the right to levy assessments with a smaller assessment area than the one described above.

- D. Area Parking Shortage. Developer's proportionate share of the assessment for such parking facility shall in no event exceed the cost of acquiring, constructing and maintaining that number of spaces (subject to the \$7,500.00 per space limit at paragraph 4A above) which Developer has failed to provide according to paragraph 3C above, in proportion to the then existing assessment area shortage of required parking spaces for all properties in the assessment areas. In determining Developer's proportionate share of any such new parking facility costs, Developer's percentage of the area shortage shall be multiplied times the total cost of the parking facility to determine the dollar amount payable to Developer, subject to the aforesaid \$7,500.00 limit and the other terms of this Agreement.
- E. Obligation to Specially Assess. In order to assess Developer under this Agreement for any new parking facility costs, the City must specially assess the cost of the parking facility to all properties in the area defined in paragraph 4C above.
- F. Maintenance Costs. Costs of maintaining any such parking facility may be assessed separately from the costs of acquisition and construction of same and shall not be subject to the \$7,500.00 per space limit provided at paragraph 3A above. Developer agrees that the project shall pay its proportionate share of maintenance costs.

5. Challenges to Assessments. The parties acknowledge that variances for parking deficiencies have previously been granted to the owners of other properties in downtown Wayzata, which owners have not signed a similar Development Agreement. In the event that assessments are imposed for a parking facility, such other owners may be able to successfully resist the imposition of such assessment on their properties in the absence of such Development Agreements. The Developer agrees that the City's inability to impose assessments on other property owners shall not constitute a valid basis for the Developer's refusal to pay such assessments, provided that such assessments are allocated so that appropriate share attributable to properties whose owners successfully resist

Attachment F: 2014 Amendment to 1988 Development Agreement

the imposition of assessments, or to properties which are not assessed for any other reason, is paid by the City, or, in any event, is not borne by the Developer.

6. Duration of Consent to Assessment. If no special assessments have been levied by December 31, 1998, pursuant hereto, Developer's consent to and obligation for special assessments described herein shall terminate. Thereafter, the City may only assess Developer of this project pursuant to the terms of Minnesota Statutes Section 429 et seq.

7. Alternative Parking. Developer shall have the right to obtain for the project alternative parking spaces to replace some or all of the parking shortage identified in paragraph 1 above. Such alternative parking spaces must be within the assessment area defined in paragraph 4C and must satisfy all requirements of the City's ordinances (including the issuance of a conditional use permit, if so required).

8. Miscellaneous Terms and Conditions. Each party has carefully reviewed the terms and conditions of this Agreement and each agree that such terms and conditions are reasonable. In the event that any one or more terms of this Agreement shall be held to be void or unenforceable by any Court of competent jurisdiction for any reason, the balance of this Agreement shall be valid and in full force and effect so long as the effect thereof does not substantially alter the terms of the Agreement or any respective rights of the parties. This Agreement shall be governed by and be interpreted according to the laws of the State of Minnesota, and it shall be binding upon and inure to the benefit of the administrators, executors, heirs, assigns and successors of the respective parties hereto. This Agreement shall run with the land and shall be binding upon subsequent owners of the project.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement and Conditional Use Permit as of the date first above written.

CITY OF WAYZATA

By: _____

Robert Gisvold, Mayor

By: _____

Allan Orsen, City Manager

DEVELOPER:

Gertrud Elisabeth Noelting

Attachment F: 2014 Amendment to 1988 Development Agreement

COFFIN & GRONBERG, INC.
SURVEYING, ENGINEERING AND LAND PLANNING
482-A TAMARACK AVENUE
LONG LAKE, MINN. 55358

473-4141

February 29, 1988

Legal Descriptions
for Gertrud Noelting
in Lots 12, 13, and 15, Block 2
"Stephens Second Addition to Wayzata"
and Outlot 14, Wayzata "revised"
Hennepin County, Minnesota

1. City Parcel

That part of the tract of land in the plat of Wayzata, designated as Outlot 14 on the plat of Wayzata "revised" Hennepin County, Minnesota, described as follows: Beginning at a point on the Southwesterly extension of the Northwestern line of Lot 15, Block 2, "Stephens Second Addition to Wayzata" distant 91.5 feet Southwesterly from the most Northerly corner of said Lot 15, as measured along the Northwestern line of said Lot 15 and its Southwesterly extension; said point of beginning also being the point of beginning of "Line A"; thence Southeasterly along said "Line A" to a point on the Southwesterly extension of the Southeasterly line of Lot 1 in said Block 2, distant 40 feet Southwesterly from the most Southerly corner of said Lot 1, and said "Line A" there ending; thence Northeasterly along the Southwesterly extension of the Southeasterly line of said Lot 1 a distance of 40 feet to the most Southerly corner of said Lot 1; thence Northwesterly to a point on the Southwesterly extension of the Southeasterly line of Lot 12 in said Block 2, distant 12.92 feet Southwesterly from the most Southerly corner of said Lot 12; thence Southwesterly along the Southwesterly extension of the Southeasterly line of said Lot 12 to a line 18.00 feet northwesterly of, measured at a right angle to and parallel with said "Line A"; thence Northwesterly along said parallel line to its intersection with the Southwesterly extension of the Northwestern line of said Lot 15; thence Southwesterly along the Southwesterly extension of the Northwestern line of said Lot 15 to the point of beginning.

2. Noelting Parcel

That part of Lots 12, 13 and 15, Block 2, "Stephens Second Addition to Wayzata" and of the tract of land in the plat of Wayzata, designated as Outlot 14 on the plat of Wayzata "revised" Hennepin County, Minnesota, described as follows: Beginning at a point on the Northwestern line of said Lot 15 distant one foot Southwesterly from the most Northerly corner of said Lot 15; thence Southwesterly along the Northwestern line of said Lot 15 and its Southwesterly extension a distance of 90.5 feet to "Point A"; thence Southeasterly along "Line A" to its intersection with the Southwesterly extension of the Southeasterly line of said Lot 12; , said "Line A" being described as beginning at said "Point A" and running Southeasterly to a point on the Southwesterly extension of the Southeasterly line of Lot 1 in said Block 2; distant 40 feet Southwesterly from the most Southerly corner of said Lot 1, and said "Line A" there ending; thence Northeasterly along the Southwesterly extension of

Attachment F: 2014 Amendment to 1988 Development Agreement

COFFIN & GRONBERG, INC.
SURVEYING, ENGINEERING AND LAND PLANNING
482-A TAMARACK AVENUE
LONG LAKE, MINN. 55356

473-4141

-2-

the Southeasterly line of said Lot 12 and the Southeasterly line of said Lot 12 to a point distant 26 feet Southwesterly from the Northeasterly corner of said Lot 12; thence Northwesterly parallel with the Northeasterly line of Lots 12, 13 and 14, said Block 2, a distance of 150 feet to the point of beginning, EXCEPT the Southwesterly 18.00 feet of the above described parcel.

Attachment F: 2014 Amendment to 1988 Development Agreement

J.J. HILL PARKING LOT ANALYSIS

REVISED DESIGN PREPARED BY NORTHWEST ASSOCIATED CONSULTANTS

17 FEBRUARY 2005

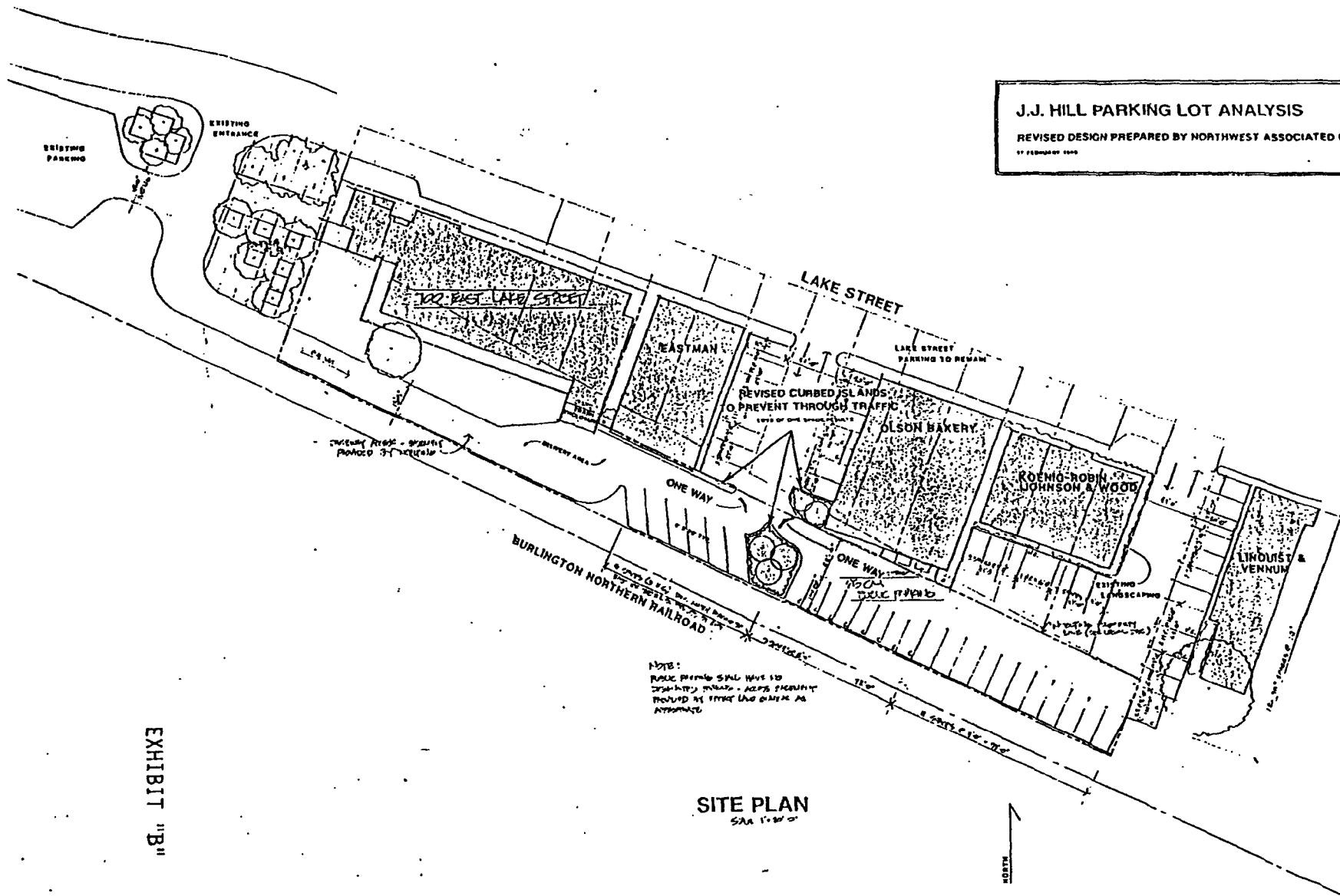
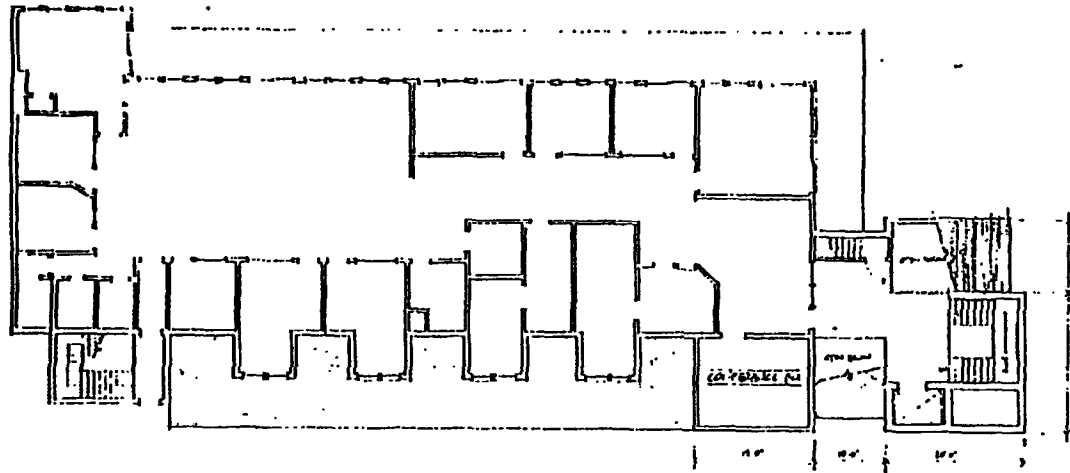


EXHIBIT "B"

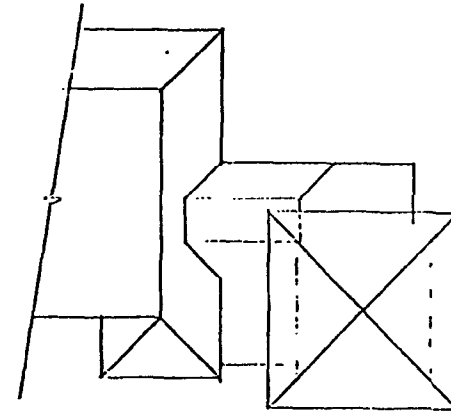
88-08
REMODELING/ADDITION
700 EAST LAKE ST.
WAYZATA, MINNESOTA
NOV 1, 1999

Richard Schwarz/NEC
On Location Survey and Mapping

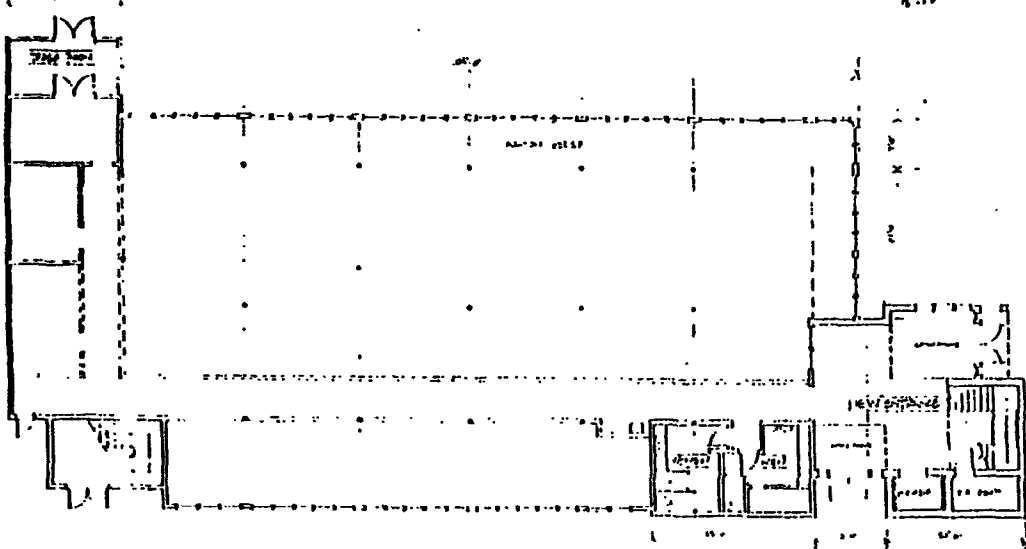
Attachment F: 2014 Amendment to 1988 Development Agreement



SECOND FLOOR PLAN



ROOF PLAN



FIRST FLOOR PLAN

102 5.9.17
86-06
REMODELING/ADDITION FOR
700 EAST LAKE STREET
WAYZATA, MINNESOTA

Richard Schwartz / Neil Weber
Architects
5510 Hennepin Avenue, Suite 100, Minneapolis, MN 55425
612.338.1111

EXHIBIT "C-1"

Attachment F: 2014 Amendment to 1988 Development Agreement

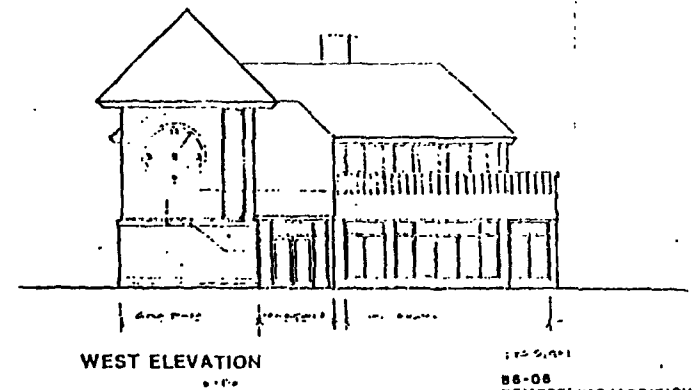
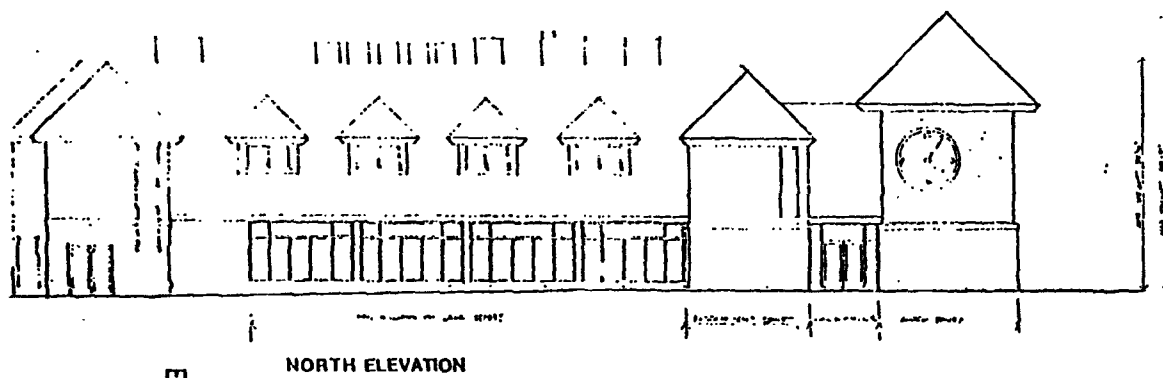
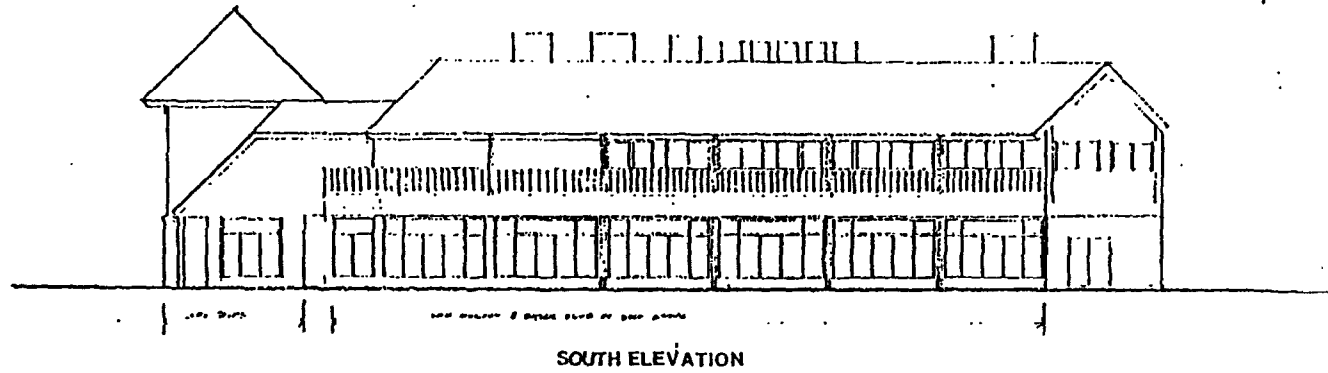


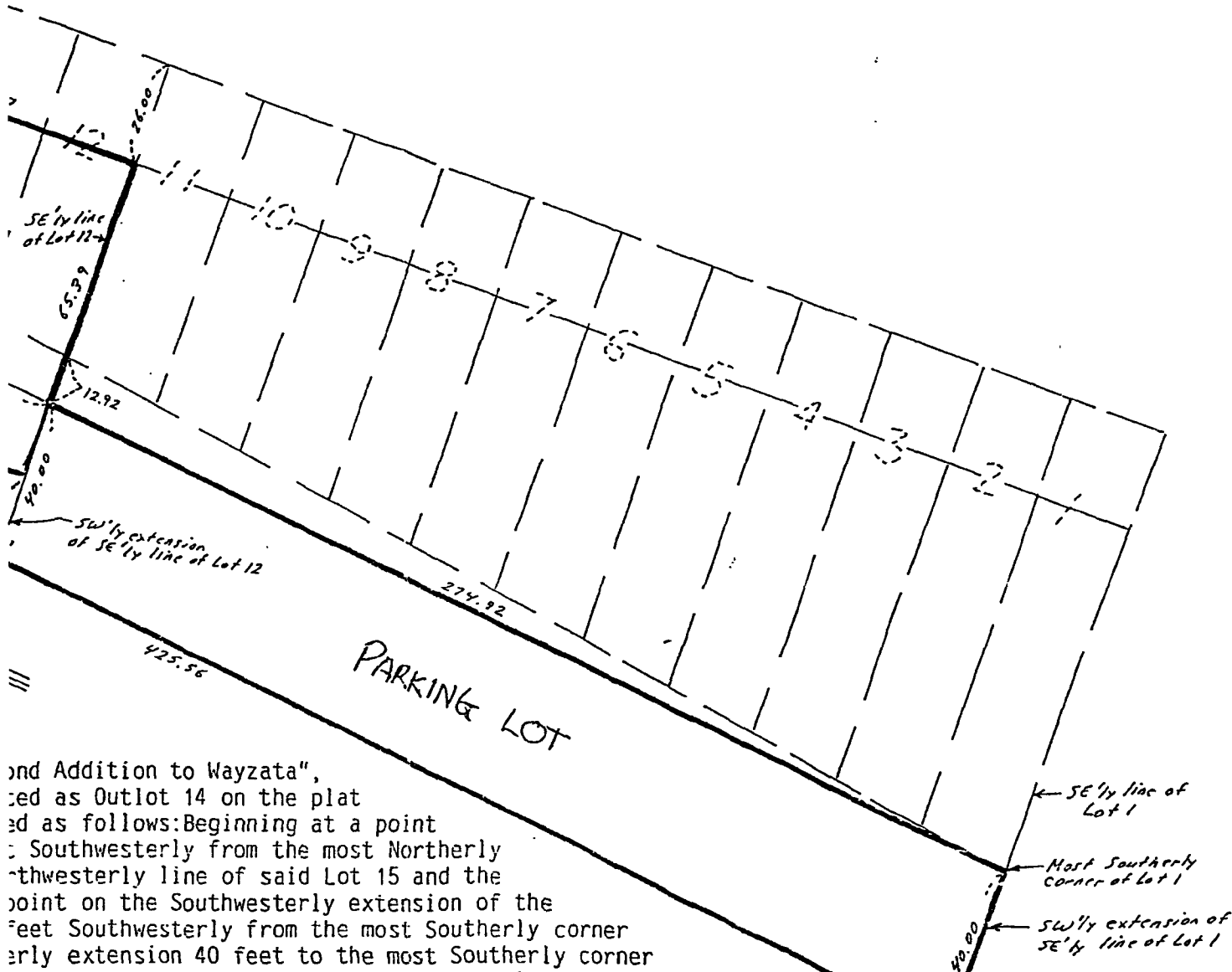
EXHIBIT "C-2"

88-08
REMODELING/ADDITION FOR
700 EAST LAKE STREET
WAYZATA, MINNESOTA

88-08-08
88-08-08
88-08-08

Attachment F: 2014 Amendment to 1988 Development Agreement

Sketch for Gertrud E. Noelting
in Lots 12, 13, and 15, Block 2
"Stephens Second Addition to Wayzata"
and Outlot 14, Wayzata "revised"
Hennepin County, Minnesota



and Addition to Wayzata",
ed as Outlot 14 on the plat
ed as follows: Beginning at a point
Southwesterly from the most Northerly
thwesterly line of said Lot 15 and the
point on the Southwesterly extension of the
feet Southwesterly from the most Southerly corner
arly extension 40 feet to the most Southerly corner

Attachment F: 2014 Amendment to 1988 Development Agreement

Exhibit B

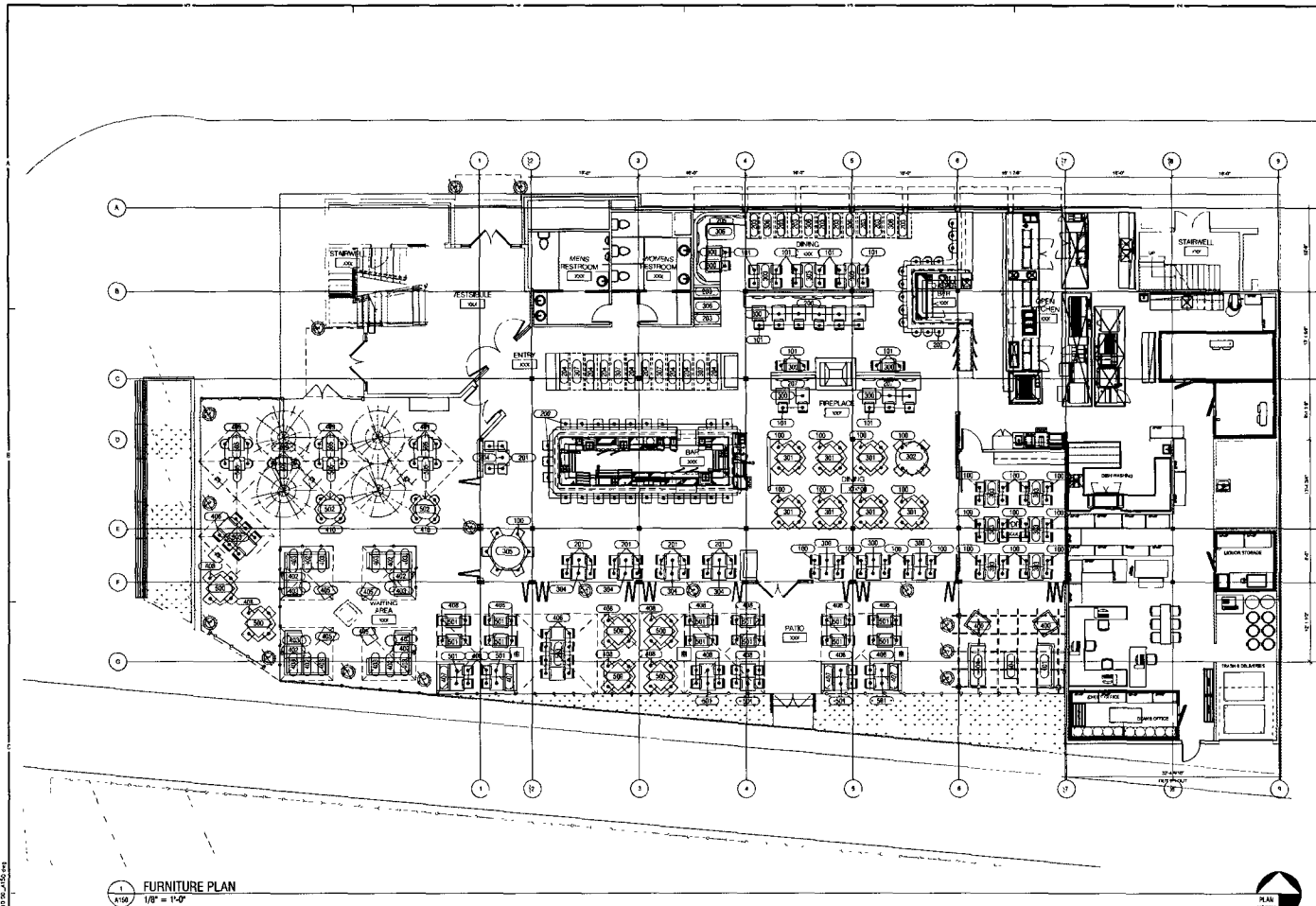
Property Legal Description

Lot 001, Block 001, The Clocktower Addition

Exhibit C
Modified Site Plan for Cru Restaurant

Attachment F: 2014 Amendment to 1988 Development Agreement

2014 Revised Site Plan - Cru



1 FURNITURE PLAN
1/8" = 1'-0"

FURNITURE/ EQUIPMENT PLAN NOTES

1. ALL DINING AREA BOOTH, BUILT-IN CABINETRY, BOOTHS AND TABLE TOPS IN THE BAR DRINKING AREA, CASHWASH AND BAR IN MILLWORKS. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO FABRICATION. SEE INTERIOR ELEVATIONS AND DETAILS FOR DESIGN OF MILLWORK. SEE SPECIFICATIONS FOR SHOP DRAWING SUBMITTAL REQUIREMENTS.
2. GENERAL CONTRACTOR TO REMOVE, ASSEMBLE AND INSTALL OWNER SUPPLIED TABLES, CHAIRS, BAR STOOLS & COFFEE TABLES & SET IN PLACE. GENERAL CONTRACTOR TO ASSEMBLE NEW TABLE TOPS TO EXISTING TABLE BASES.
3. SEE KITCHEN DRAWINGS FOR BAR AND KITCHEN EQUIPMENT INFORMATION.
4. IT IS THE GENERAL CONTRACTORS RESPONSIBILITY TO VERIFY AND CONFIRM W/ VENDORS ALL EQUIPMENT AND QUANTITIES. CONFIRM THE ORDERED EQUIPMENT MATCHES EQUIPMENT PLAN AND MODEL, NUMBER IN THE EQUIPMENT FURNITURE SCHEDULE. REPORT ANY DISCREPANCIES TO ARCHITECT AND VERIFY WITH ENGINEER'S DRAWINGS.
5. G.C. TO SET IN PLACE ALL KITCHEN AND BAR EQUIPMENT INCLUDING WALK-IN BOXES, ELECTRICAL CONTRACTOR AND PLUMBING CONTRACTOR ARE RESPONSIBLE FOR CONTROL AND INTERCONNECTION WIRING FOR WALK-IN BOXES AND HODS. ELECTRICAL CONTRACTOR AND PLUMBING CONTRACTOR ARE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO EQUIPMENT.
6. KITCHEN VENDOR TO VERIFY CLEAR DIMENSIONS PRIOR TO ORDERING WALK-IN BOXES. COORDINATE W/ G.C. TO PROVIDE 1-1/2" AIR SPACE AROUND WALK-IN BOXES.
7. G.C. TO FIRMLY ANCHOR ANY FURNITURE OR EQUIPMENT REQUIRED TO BE FIXED. CAULK AND SEAL TO WALLS AND FLOOR.
8. KITCHEN EQUIPMENT BELOW HOOD MUST BE ON CASTERS AND INSTALLED WITH QUICK DISCONNECTS FOR CLEANING PURPOSES.
9. 2" GROUNDWATER WITH SLEEVE TYPE IN COUNTERTOP AT MONITORS, PRINTERS, ETC. G.C. TO COORDINATE EXACT LOCATION WITH OWNER.
10. G.C. TO SEAL ALL WALK-IN BOX PENETRATIONS.

FURNITURE/ EQUIPMENT SCHEDULE

TYPE	FURNITURE/EQUIPMENT DESCRIPTION	MANUF.	MODEL	NOTES	QTY
100	DINING CHAIR - WOOD				100
101	DINING CHAIR - DIRECTIONAL				100
200	BAR STOOL - BAR				100
201	BAR STOOL - BOOTH				100
202	BAR STOOL - OUTSIDE BAR				100
300	BOOTH - A				100
301	BOOTH - B				100
302	BANQUETTE - A				100
303	BANQUETTE - B				100
400	2-STEP TABLE - DINING				100
401	4-STEP TABLE - DINING				100
402	4-STEP TABLE - DINING				100
403	2-STEP - BAR				100
404	2-STEP - BAR				100
405	BANQUETTE TOP - A				100
406	BANQUETTE TOP - B				100
407	PATIO LOUNGE CHAIR				100
408	PATIO SETTEE				100
409	SECTIONAL DINING CHAIR				100
410	SECTIONAL CORNER				100
411	SECTIONAL LITTING CHAIR				100
412	CITY MAN				100
413	CHAIRS - LARGE TABLE				100
414	BENCH SEATING				100
415	PATIO DINING CHAIRS				100
416	PATIO BANQUETTE				100
417	PATIO LUNGE				100
418	PATIO 4-STEP DINING				100
419	PATIO 2-STEP DINING				100
420	ROUND HIGH TOP				100
421	COUNTERY TABLE				100
422	COFFEE TABLE				100
423	PATIO 2-STEP HIGH TOP				100

- NOTES:
1. DENOTES ITEMS TO BE COORDINATED BY GENERAL CONTRACTOR.
 2. DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY GENERAL CONTRACTOR.
 3. DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY OWNER SHEA.
 4. DENOTES ITEMS TO BE FURNISHED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR.
 5. DENOTES ITEMS TO BE FURNISHED BY OWNER SHEA AND INSTALLED BY GENERAL CONTRACTOR.

RESTAURANT SEATING

LOCATION	NO. OF SEATS
DINING	147
BAR DINING	25
BAR COUNTER	14
PRIVATE DINING	24
PATIO	108
TOTAL SEATS	318

FURNITURE/ EQUIP. PLAN KEY NOTES

1. 1000



10 South Eighth Street
Minneapolis MN 55402

t 612.339.2257
f 612.349.2930
sheadesign.com

consultant
WEBER ARCHITECTS & PLANNERS

DERING PERSON GROUP

PREMIER KITCHEN EQUIPMENT

project title
CRU WATER GRILL
WAYZATA, MN

client
DEAN VLAHOS

not

NOT FOR CONSTRUCTION
REFERENCE ONLY

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

STEVE HARRIS

SIGNATURE

DATE ISSUED 2/15/16

REV. NO.

no. date issued by

project no. date

drawn checked DS

sheet title

FURNITURE/ EQUIPMENT PLAN

A150

Attachment F: 2014 Amendment to 1988 Development Agreement

RESOLUTION NO. 10-2014

**RESOLUTION APPROVING AMENDMENT
TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT AND
MODIFIED APPROVAL CONDITIONS FOR 700 LAKE STREET EAST**

WHEREAS, the City and the predecessor in interest to Owner are parties to a certain Development Agreement that runs with the land, dated March 1, 1988, (the "Original Development Agreement and Conditional Use Permit"), providing for the development of property located at 700 Lake Street East in Wayzata, Minnesota, as more specifically described in the Original Development Agreement (the "Property");

WHEREAS, the City wishes to make clear that in the future, the property owner may be required to participate in resolving potential parking shortages;

WHEREAS, the Owner wishes to create an outdoor bar area and increase the number of outdoor seats on the Property, and has obtained approval from the City for such pursuant to City of Wayzata Resolution No. 32-2013 (the "Resolution");

WHEREAS, a condition of the Resolution is to amend the Original Development Agreement, in a form acceptable to the City Attorney, to incorporate the approvals and conditions granted in the Resolution;

WHEREAS, subsequent to the adoption of the Resolution, the Owner has modified its development plans in ways that do not require further City approvals and that are consistent with the land use approvals granted in the Resolution;

WHEREAS, in accordance with the foregoing, and the requirements of the Resolution, the parties desire to amend the Original Development Agreement and Conditional Use Permit in accordance with the Resolution, and to modify the conditions of approval in the Resolution that are no longer applicable because of the modified development plans;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that the Agreement and Amendment to Development Agreement and Conditional Use Permit, attached to this Resolution as Attachment A, (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED, that the conditions of approval in the Resolution are hereby amended to the conditions listed in Section B.1 of the Agreement.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized and directed to execute the Agreement on behalf of the City.

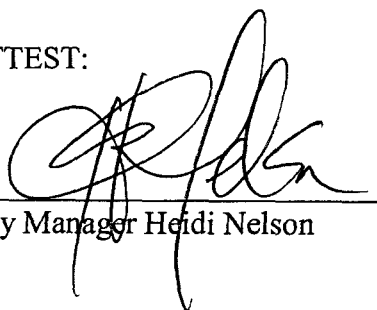
Attachment F: 2014 Amendment to 1988 Development Agreement

Adopted by the Wayzata City Council this 15th day of April, 2014.



Mayor Ken Willcox

ATTEST:



City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption: Mullin

Seconded by: Amdal

Voted in favor of: Amdal, Anderson, Mullin, Tanner, Willcox

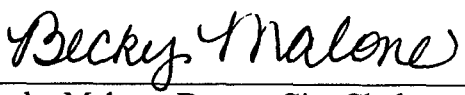
Voted against: None

Abstained: None

Absent: None

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 April 15th, 2014.



Becky Malone, Deputy City Clerk
SEAL

Attachment F: 2014 Amendment to 1988 Development Agreement

Attachment A

Agreement and Amendment to Development Agreement and Conditional Use Permit