



Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
TUESDAY, SEPTEMBER 19, 2023

WORKSHOP TOPICS FOR DISCUSSION:

1. Update of Bar and Grill Survey and SWOT Analysis Discussion (4:45-5:45 p.m.)
2. Review and Discussion of Draft Wayzata Boulevard Corridor Study and Plan (5:45-6:30 p.m.)



City Council Workshop City Council Agenda Report

MEETING DATE: September 19, 2023	WORKSHOP AGENDA ITEM: 1
TITLE: Update of Bar and Grill Survey and SWOT Analysis Discussion (4:45-5:45 p.m.)	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

DISCUSSION OBJECTIVE:

To provide a status update of the assessment thus far, discuss results of the Council SWOT analysis, and update on remaining process.

BACKGROUND:

In June, the Council approved a Professional Services Agreement with Delaney Consulting to assess Bar and Grill operations, similar to the assessment completed in 2022 for Wine and Spirits. The attached Scope of Work, which meets the overall objective to maximize operations, highlights the main components of the assessment. Those components are:

- Survey of customers, employees, community members, and Council on current level of service;
- Roundtable of customers;
- Restaurant specific insight from the City's food vendor---Preferred Food Services;
- A timeline of 3 months; and
- Recommended steps to explore growth opportunities for both front and back of the house operations as well as marketing.

Delaney Consulting's Michael Bitzer will be at the workshop to present the assessment's findings, thus far, listen to feedback, and conclude with next steps.

ATTACHMENTS:

1. City Council Meeting Agenda Packet June 6, 2023 (1)

CITY OF WAYZATA PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective _____, 2023 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Delaney Consulting, LLC, whose business address is 883 250th Ave, Luck WI 54853 (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

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

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide a marketing and operational assessment of the Wayzata Bar and Grill, including all of the professional services and deliverables, (collectively, the “Services”) that are described in the statement of work attached hereto as **Attachment A** (the “Statement of Work”), according to the project team, project scope, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

II. PROJECT REPRESENTATIVES

- A.** City’s main point of contact shall be the City Manager.
- B.** Contractor’s main point of contact for the Services shall be Michael Bitzer, Senior Consultant.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor on a time and materials basis that will be billed at a discounted rate of \$90/hour for Michael Bitzer’s time. Michael Bitzer will provide up to 25 hours per week, not to exceed 250 total hours and a total cost of \$22,500 for providing all of the Services as outlined in the Statement of Work. Additional expenses will be incurred for competitive visits, which shall not exceed \$500 based upon 10 visits, and a \$50 food/beverage bill for each visit.

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

IV. CHANGE OF SCOPE OF SERVICES

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

V. INSURANCE

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

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

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

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

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

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

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

City and Contractor agree that Contractor is an "independent contractor" and not an employee of City. Contractor shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Services. Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by City with respect to payments to Contractor, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. Contractor shall

not be entitled to any benefits from City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

VII. TERMINATION

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

VIII. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

To Contractor:
Delaney Consulting, LLC
883 250th Ave
Luck, WI 54853

J. Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13. Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

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

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

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

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

CITY:

City of Wayzata, a Minnesota Municipal corporation

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

CONTRACTOR:

Delaney Consulting, LLC

By: _____

Its: _____

ATTACHMENT A
STATEMENT OF WORK
(on following page)



City of Wayzata: Delaney Consulting Statement of Work

Delaney Consulting will provide business consulting services to the City of Wayzata and the Wayzata Bar & Grill as outlined below in the work plan at the bottom of this Statement of Work (SOW).

Delaney Consulting and Michael Bitzer, Senior Consultant will execute a marketing and operational assessment of the Wayzata Bar and Grill. This will repeat many of the same services that were conducted in 2022 for the Wayzata Wine and Spirits Store. These services will gather and synthesize customer, employee, financial, competitive, and city insights to define areas of opportunities to capitalize on as well as further highlight the strengths to maximize. The outcome of these consultative services will be presented in a final report and presentation to the key stakeholders of the project.

This will be a time and materials billing relationship. The City of Wayzata will have great influence on exactly what the priorities Delaney Consulting will work against and then the two parties will agree to and document more specific deliverables.

Based upon the Final Report of our current engagement, the Services and Deliverables will include the following:

- 1) Gather and synthesize insights from customers, employees, city leadership via a customer survey and roundtable as well as internal SWOTs.
Deliverables: Customer survey will be developed and deployed via city channels. The survey will be compiled, and insights presented in the final report. SWOTs will have both a long report as well as a prioritized snapshot of learnings. A customer roundtable will be conducted after the customer survey is completed.
- 2) Develop recommendations from competitive insights.
Deliverables: Delaney Consulting will conduct up to 10 competitive visits for the Wayzata Bar and Grill. Further competitive insights will be gathered through online and social sites. These will be synthesized into themes of Marketing, Service, Experience, and Assortment (menu/pricing) and will be presented in the final report with recommendations and priorities.
- 3) Review and analysis of the Wayzata Bar and Grill financial reporting, operational model, and leadership support. This will be done separately from the Wine and Spirits but will then create “Muni-level” opportunities and recommendations by pulling in relevant recommendations and data from the Wine and Spirits 2022 Delaney Consulting Final Report.
Deliverables: Operational assessment, financial review and leadership inspection will be conducted. Up to 5, 3-hour operational observation sessions to be conducted at different and specific times and days of the week. Based upon leadership direction and insight gathering these areas are likely to include aspects of employee lifecycle, staffing, scheduling, training, restaurant processes, leadership support model, menu and beverage planning, and events/

Deliverables will also include marketing and branding opportunities that will extend to the Wayzata Wine and Spirits store.

- 4) **FINAL DELIVERABLE:** All newly created documents will be turned over, as well as a recap and presentation of all work completed. Delaney consulting will prepare a final report and present that up to 2 times for project stakeholders. Ultimately, the City of Wayzata will be able to prioritize the workstreams and together, Delaney Consulting and the City of Wayzata will agree upon all deliverables.

This will be a time and materials engagement that will be billed at a discounted rate of \$90/hour for Michael Bitzer's time. Michael will commit up to 25 hours per week for this project, not to exceed 250 total hours and a cost of \$22,500. Expenses are expected to be incurred for competitive visits. These are estimated to be \$500 based upon 10 visits and a \$50 food/beverage bill for each visit. No alcohol will be charged back as an expense. The project duration is expected to be concluded by August 31st, after which time Michael cannot commit to any availability. Delaney consulting will bill all hours and any incurred expenses at the end of each month against this SOW.

HIGH LEVEL PROJECT PLAN:

June 1-30	July 1-31	August 1-31	September 1-31
Key Decisions and Alignment; Preparation	Operational Workstreams	Finalize and Turnover Work	City Council Presentation
Meetings with key stakeholders	Close survey and compile insights	Finalize agreed upon deliverables	Present final report & recommendations
Define and agree to priorities/deliverables	Gather and analyze competitive insights	Present final report & rec to internal team	
Build/facilitate competitive assessments	Define marketing opportunities		
Assess current operations & financials	Define Muni-level branding and ops plan		
Lead working team meetings	Facilitate & compile SWOTs		
Build and launch a customer survey	Build and facilitate 1 customer roundtable		
Build and schedule 3 SWOT exercises			

Flora Delaney

883 250th Ave, Luck WI 54853

| p 612.730.7941

| flora@floradelaney.com



City Council Workshop City Council Agenda Report

MEETING DATE: September 19, 2023	WORKSHOP AGENDA ITEM: 2
TITLE: Review and Discussion of Draft Wayzata Boulevard Corridor Study and Plan (5:45-6:30 p.m.)	
PREPARED BY: Valerie Quarles, Assistant Planner	
REVIEWED BY: Jeffrey Dahl, City Manager, Emily Goellner, Community Development Director	

DISCUSSION OBJECTIVE:

To review and receive feedback of the draft Wayzata Boulevard Corridor Study and Plan in preparation for final consideration.

BACKGROUND:

The Wayzata Boulevard Corridor Study and Plan is nearly ready for final review by the Council and the general public. The plan was first presented in draft form to the Corridor Study Committee (CSC) in June 2023. Since then, multiple rounds of revision have taken place. The CSC gave their final approval of the plan in July. CSC members who were not able to be present at that meeting have since been engaged in a series of one-on-one meetings with staff to ensure that all feedback is considered as part of the current plan draft.

The draft (linked [here](#)) is ready for the Council's review. Lead consultant, Steph Falkers from SRF, will be in attendance to walk through the draft.

ATTACHMENTS:

1. Wayzata Blvd Corridor Study Workshop Memo

WAYZATA BOULEVARD CORRIDOR STUDY

Draft Plan Update Memorandum

TO: Wayzata City Council

FROM: Stephanie Falkers, AICP, Senior Project Manager

DATE: September 15, 2023

An updated draft of the **Wayzata Boulevard Corridor Study** has been prepared based on revisions based on public comments, the final Corridor Study Committee (CSC) meeting, one-on-one conversations with CSC members, and CPT review. This revised draft will be discussed with the City Council at their September 19th Workshop to review final recommendations prior to adoption in October. The current draft can be downloaded here: [Wayzata Boulevard Corridor Study Draft Plan September2023.pdf](#)

In addition to minor edits and rephrasing, the following changes were made. Some of these edits and topics will be key conversation topics for the Council Workshop and have been identified below.

PART A: CONTEXT

- The social context was reduced in this draft to highlight key features. Appendix B was added to reference the full context report.

PART B: VISION & GUIDING PRINCIPLES

There were no major changes within this section of the plan.

PART C: FRAMEWORK & CORRIDOR STRATEGIES

- Auto Oriented Commercial & Drive Throughs: modify language to clarify that this is the only category to entertain **food and beverage** drive throughs via conditional use permit.
- Setback recommendations were added the public realm strategies, defining corridor specific strategies for the Bluff District and Boulevard District.
- High Intensity Mixed-Use and Height Limitations: The High Intensity Mixed Use description was updated to reference a need to establish an affordable housing allotment to allow the fourth story.
- Renderings for the North, East and West Gateways were added within each section.
- Slight modifications were made to the safety improvement graphics for clarification.
 - **WORKSHOP DISCUSSION:** Review of identified improvements
- Example gateway signage was added within the public realm strategies to serve as examples for consideration.

PART D: IMPLEMENTATION PLAN

- Additional housing implementation actions to support future HRA activities and implementation.
 - **WORKSHOP DISCUSSION:** Review additional actions, specifically focusing on the short-term actions as the first implementation items. Overview of the medium and long-term actions to review the big picture.

APPENDIX

- The appendices were renumbered to add Appendix B summarizing the existing conditions analysis.

WHAT IS NEXT?

Review the latest document and identified discussion topics and prepare for a conversation. The plan will be updated following the workshop and prepared for adoption in October.