# WAYZATA CITY COUNCIL
## Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, September 3, 2024
7:00 PM

**ZOOM INFORMATION**
**Click here to join Zoom Mtg**
**Meeting ID: 813 3529 7884  Passcode:  833004**
Members of the public may watch and listen remotely by viewing the meeting on Channel 8, WCTV, and at the City's website at www.wayzata.org/WCTV.

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

The City encourages comments or questions about items on the agenda and, when possible, requests that you submit them in advance by emailing PublicComment@wayzata.org, calling City staff at 952-404-5323, or mailing Wayzata City Hall at 600 Rice St E, Wayzata, MN 55391 (Attn: Public Comment).

**7:00 PM - CITY COUNCIL MEETING**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Forum (3min/person)**
   a. Update of Lake Minnetonka Conservation District Activities by Wayzata Representative Matthew Thompson
   b. Update of Parks and Trails Board by Chair Tory Schalkle
6. **New Agenda Items**
7. **Consent Agenda**
   a. Approval of City Council Workshop and Regular Meeting Minutes of August 20, 2024
   b. Approval of Check Register
   c. Approval of Municipal Licenses
   d. Approval of Master Services Agreement with WSB
   e. Approval of the Development Agreement for Westway Condominums at 201 Lake Street East
   f. Approval of Second Reading and Adoption of Ordinance 839 Approving PUD Amendment for Wayzata Executive Park at 1903-1907 Wayzata Boulevard East
   g. Acceptance of Polly Andersen Resignation from the Energy and Environment Committee
   h. Award of Contract to Quality Flow Systems for Lift Station #6 Rehabilitation Project
   i. Award of Contract to Quality Flow Systems for Lift Station #10 Rehabilitation Project
   j. Award of Contract to Prairie Restorations for Little Woods Management Project
   k. Approval of WSB Proposal for Engineering Services Related to Grove Lane Expansion Project
   l. Approval of 2024 Sidewalk Cafe Permit for Eloise Restaurant at 332 Broadway Avenue South
8. **New Business**
   a. Consider Adoption of Resolution 37-2024 for Amendments to Conditional Use Permits for Eloise Restaurant Parking at 332 Broadway Avenue South

b. Consider Adoption of Resolution 36-2024 for Approval of a Comprehensive Plan Amendment, Rezoning, Conditional Use Permit, Setback Variance, and Design Deviations and Approve the First Reading of Ordinance 840 Rezoning the Property to the "Institutional" for Moments of Wayzata at 163 Wayzata Boulevard West

c. Consider Adoption of Resolution 34-2024 Certifying to the County Auditor the Preliminary Property Tax Levy for Taxes Payable 2025 and Resolution 35-2024 Approving 2025 Preliminary Budgets

**9. City Manager's Report and Discussion Items**

**10. Public Forum (as necessary)**

**11. Adjournment**

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

**Upcoming Meetings:**
City Council - September 17, 2024
Planning Commission - September 23, 2024

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

# City of Wayzata
# City Council Agenda Report

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| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.a |
| **TITLE:** Approval of City Council Workshop and Regular Meeting Minutes of August 20, 2024 | |
| **PROPOSED MOTION:** To Approve the City Council Workshop and Regular Meeting Minutes of August 20, 2024 | |
| **PREPARED BY:** Kathy Leervig, City Clerk | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager | |

**ACTION REQUESTED:**
Staff recommends approval of the City Council Workshop and Regular Meeting Minutes of August 20, 2024.

**FINANCIAL OR BUDGET CONSIDERATION:**
Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
Not Applicable.

**BACKGROUND:**
Not Applicable.

**ATTACHMENTS:**
1. August 20, 2024 Workshop Minutes (draft)
2. August 20, 2024 CC Minutes (draft)

**WAYZATA CITY COUNCIL**
**WORKSHOP MEETING MINUTES**
**August 7, 2024 (draft)**

**5:00 p.m. Discussion of 2025 Preliminary Enterprise Budgets and Fee Schedule**

Mayor Mouton called the meeting to order at 5:00 p.m. Council Members present in-person in the community room at City Hall offices: MacDonald, Parkhill, and Plechash. Appointed Councilmember Ken Sorensen was also in attendance. Also present: City Manager Jeff Dahl, Deputy City Manager Aurora Yager, Wine and Spirits General Manager, Kevin Castellano, and Bar and Grill General Manager, Jeff Pietrini.

Deputy City Manager Yager provided background information regarding the 2025 preliminary enterprise and special revenue fund budgets and corresponding fee schedules.

In addition to the City's main operating budget, the General Fund, the City also prepares budgets for several Enterprise Funds that include utilities (Water, Sewer, Stormwater, and Solid Waste), Liquor (Bar and Grill and Wine and Spirits), Motor Vehicle Licensing, and the Marina. It also has budgets for two Special Revenue Funds that include Cable TV and the Cemetery.

Ms. Yager and Mr. Castellano presented the Wine & Spirits budget which showed about a 6% decrease in revenues compared to the prior year's budget and 1.63% growth in gross profit. They explained that previous revenue budget increases were a little too aggressive compared to the industry and therefore this budget needed to recalibrate into a more realistic possibility. Mr. Castellano talked about the positive impact on the bottom line from changing the rewards program along with expanding and leaning into the THC market which has shown to be very profitable and is growing. If the 2025 budget is achieved, staff estimated that it would be about 5% growth over what is being projected for 2024. The Council discussed the budget and stressed the importance of continued innovation as they see lots of opportunity but did not request any changes.

Ms. Yager and Mr. Pietrini presented the Bar & Grill budget which showed a 1.49% increase in revenues. Year-to-date the Bar and Grill is trending about 1.2% below 2023 due to the impact of competition with Red Cow. Mr. Pietrini discussed recent changes that have been implemented in the last year which include a new menu, new bar program for cocktails and mocktails, and re-instituting happy hour. An interior refresh is planned for 2025.

Ms. Yager went through the Marina, Motor Vehicle, Utilities (Water, Sewer, Stormwater, and Solid Waste), Cable, and Cemetery budgets. Marina fees were proposed to increase 10% to align with the Strategic Plan priority to Diversify Revenue and maximize enterprise operations. The Council discussed the increase and directed staff to lower the increase to match the preliminary levy amount. Ms. Yager also discussed if like the Liquor Enterprises if some of the anticipated profit should be considered on the front end and transferred to the Parks and Trails Capital Fund. The Council supported this direction.

Motor Vehicle revenues are projected to increase 6.77% due to filing fee increases approved by the Legislature last session. Water and Sewer fees are projected to increase 3% with Stormwater fees projected to increase 10%, all in accordance with the Utility Rate Study. Solid waste fees will remain flat. The Cable TV fund is projecting about a 4.87% decrease in revenues based on actual franchise fee receipts but is operating at a deficit that will need to be addressed in future years. The Cemetery Fund fees are projected to increase 10% to keep the fund cash flow positive.

There were no recommend changes to the other enterprises and the Council thanked staff for the info.

**6:15 p.m. Discussion of 2025 Preliminary General Fund Budget and Property Tax Levy**

Ms. Yager reviewed the status of the preliminary 2025 General Fund budget and property tax levy. At the previous workshop it was at 9.43% but was reduced to 7.57% by delaying the additional Police Officer until mid-year, delaying the full-time Fire Chief position until 2026, removing the budget for city-wide mailing of the annual report, and updating revenues based on some fee increases. The Council discussed the sidewalk café permit fee and noted that as they are profiting off the City's right-of-way that instead of just a flat fee that staff should look into an option that is based on square footage.

The Council discussed the changes and budget there was consensus to move the Police Officer position up to second quarter to ensure they were on board by the busiest season in the summer. Additional direction was given to increase the amount of the Police Officer retention incentive pay to $10,000. Ms. Yager estimated that those changes would bring the levy up to about 8.5%. Mayor Mouton, Council Member MacDonald, and Council Member Sorenson were supportive of the levy at the amount to fund those initiatives. Council Members Plechash and Parkhill wanted to see the levy be reduced but noted they would be supportive of the amount for the preliminary budget and levy with the idea that it should be reduced further by the time the final levy is set.

Respectfully submitted,

Kathy Leervig, City Clerk

# WAYZATA CITY COUNCIL
## DRAFT - MEETING MINUTES
## AUGUST 20, 2024

**AGENDA ITEM 1. Call to Order and Swearing in of Council Member Ken Sorensen**

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

City Manager Dahl administered the Oath of Office to incoming Council Member Ken Sorensen.

Mr. Sorensen thanked City staff and the Council for the confidence in him and asking him to serve in this position. He stated that it was an honor and a privilege to serve the City and explained that his family had moved to Wayzata 8 years ago and had completely embraced the community and loved living here. He noted that he was hoping to be able to tap into his career in development and construction along with his 3.5 years of service to the Planning Commission in his role on the Council.

Mayor Mouton stated that the Council, including former Council Member Iverson were unanimously in support of appointing Mr. Sorensen to fill this vacant seat.

There was a round of applause for Council Member Sorensen.

Mayor Mouton recessed the meeting at 7:10 p.m. and reconvened at 7:15 p.m.

**AGENDA ITEM 2. Pledge of Allegiance.**

**AGENDA ITEM 3. Roll Call.**

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

**AGENDA ITEM 4. Approve Agenda.**

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

**AGENDA ITEM 5. Public Forum.**

**a. Swearing in of Council Member Ken Sorensen (**took place under Call to Order)

**b. Introduction of Police Records Technician/Crime Analyst Hilary Vokovan**

Police Chief Schultz introduced Police Records Technician/Crime Analyst Hilary Vokovan and shared some information about her background and experience. He stated that he always likes to share one thing that most people do not know about them and explained that Ms. Vokovan is an avid golfer who had golfed in college on a scholarship. He noted that she is also the Hole 5 Marshall at the 3M Championship.

Ms. Vokovan explained that she came to the Department from the Crystal Police Department. She noted that she grew up in Coon Rapids and attended Concordia College in Moorhead and graduated with a Bachelor of Arts in Communications and attended on a D-3 golf scholarship. She stated that after graduation, she moved to North Carolina where

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she worked for Duke University, but had missed the cold weather and came back to Minnesota about 9 years ago.

Mr. Dahl stated that Ms. Vokovan would be adding some statistics to the next item, but suggested that they pause before moving on in case the Council had anything to add.

Mayor Mouton welcomed Ms. Vokovan to the City and suggested that perhaps she could help her with her golf game sometime in the future.

Mr. Plechash welcomed Ms. Vokovan to the City and noted that she must really like the cold weather because she left a golf haven in North Carolina to come back to Minnesota where she could only golf for 6 months out of the year.

Mr. Sorensen asked what Ms. Vokovan's lowest round was for a legitimate 18-hole course.

Ms. Vokovan stated that her handicap in college as 6.

**c. Update of Police Activity and Zero Tolerance Initiative by Chief Marc Schultz**

Ms. Vokovan gave a brief presentation on crime statistics for the 1st and 2nd Quarter of 2024. She gave an overview of: calls for service which had a 6% increase from 2023; crime statistics – crimes against persons had a 7% increase from 2023, crimes against society had a 44% decrease from 2023, crimes against property which had an 18% decrease from 2023; public assist calls which had an overall 9% increase over 2023; and traffic statistics had a total increase of 10% from 2023.

Mr. Schultz stated that one thing he has noticed within the statistics was that although they saw some increases in criminal activities they also saw a lot of decreases as well. He stated that the complaints about the Panoway were lessened this year and noted that some of the current local concerns that they have been hearing about were related to traffic, congestion, speed, and loud noises. He stated that e-bikes have also shown up which has required them to really dig deeper into the laws, regulations and ordinances because enforcing usage can be very confusing because there are a lot of factors that need to be taken into consideration. He stated that one particular area of concern is the use of e-bikes on the actual boardwalk and noted that the intent has never been to allow biking on that structure. He explained that they would be erecting signs that he hopes will clearly send that message to the public. He stated that related to loud noise, he felt that the Zero Tolerance Initiative had been a big deterrent for people who want to come in and start the season off with a 'bang'. He announced that he would be retiring in November which was not an easy decision for him because he loves Wayzata. He explained that they have spent a lot of time working on a succession plan and he would do whatever was needed to help the transition go as smoothly as possible. He stated that Deputy Chief Baker was ready to learn everything about being a Chief over the next few months. He explained that the plan when he retires is to appoint Deputy Chief Baker as the Interim Chief, and then follow the City process for filling the Chief position and noted that he was very confident with where things would be with Deputy Chief Baker at the helm.

Mayor Mouton asked how long Chief Schultz had been with the City. Chief Schultz answered that he had been with the City for 5 years.

Mayor Mouton stated that she thinks that the previous Chief had been with the City for about 15 years which means the City has only had 2 Chiefs over 20 years. She noted that she had read that the average tenure of a police chief is about 2-3 years, depending on

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a few factors like the size of a community. She stated that she was sad to see the announcement that he would be leaving the City because she thought very highly of him and the great work he has done. She asked if the Chief role was what he had expected it would be.

Chief Schultz stated that he came into the Department with the expectation of coming in as the Deputy Chief and then the various historical events with Covid, civil unrest with the George Floyd and Derek Chauvin situation happened and spilled out to the rest of the world. He stated that the Department dealt with those things the best they could and noted that he had probably aged more in those 2-3 years than he had the 10 years prior to that. He noted that he came here knowing that he would spend a good chunk of his career in a very desirable place. He stated that when he came to the City he had the goal of leaving it better than he found it and not do any harm and explained that he was very proud of what he and the Department have accomplished during his time with the City. He stated that he felt that with many of the different Public Safety initiatives that they have implemented, he believes that the community is a safer place and thinks that they have helped build a culture.

Mayor Mouton stated that she would agree that they had built a culture in the Department which extended out into the community. She stated that Chief Schultz had also brought some new innovations to policing in the City, such as the flock cameras, bike patrols, and K-9 units, which she found impressive. She congratulated him on his upcoming retirement and noted that while it was well-deserved, he would be deeply missed in the City.

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

**AGENDA ITEM 7. Consent Agenda.**

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

Mr. Plechash asked to pull item 7.f. for a separate vote because he planned to vote against it.

Hearing no additional request, she asked for a motion to approve the Consent Agenda. Mr. Parkhill made a motion, seconded by Mr. Sorensen, to approve the consent agenda items a-e, g, and h, as presented:

a. Approval of City Council Workshop and Regular Meeting Minutes of August 7, 2024
b. Approval of Check Register
c. Approval of Municipal Licenses
d. Receipt of Police Activity Report
e. Receipt of Building Activity Report
~~f. Approval of Professional Services Agreement with Delaney Consulting for Analysis on Proposed Municipal Dispensary Operations~~ (pulled for separate discussion)
g. Acceptance of Ken Sorensen Resignation from the Planning Commission
h. Adoption of Resolution 33-2024 Extending PUD General Plan and PUD/CUP for Westway Condominiums at 201 Lake Street East

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The motion carried 5/0.

Item f. Approval of Professional Services Agreement with Delaney Consulting for Analysis on Proposed Municipal Dispensary Operations

Mayor Mouton asked for a motion on item f. of the Consent Agenda, as presented. Ms. MacDonald made a motion, seconded by Mr. Parkhill, to Approve Consent Agenda item f, as presented. The motion carried 4/1 (Plechash opposed.)

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

- Discussion for 2025 Preliminary Enterprise Budgets and Fee Schedule
- Discussion of 2025 Preliminary General Fund Budget and Property Tax Levy

**AGENDA ITEM 8. New Business.**

**a. Consider Approval of First Reading of Ordinance 839 Approving PUD Amendment for Wayzata Executive Park at 1903-1907 Wayzata Boulevard East**

Mr. Dahl noted that Community Development Director Goellner would take the lead on this presentation and explained that this would be her last presentation as the City's Community Development Director.

Ms. Goellner gave an overview of the project location, the zoning and land use for the surrounding neighborhood, existing conditions, history of the property, and reviewed details from the development application. She explained that the PUD amendment was intended to bring the property's list of permitted and conditional uses in line with the current list of uses in the C-3 zoning district. She reviewed the notifications that were sent out and explained that no public comments had been received on this application. She stated that the Planning Commission had recommended approval.

Mr. Parkhill asked what the impetus was behind this request. Ms. Goellner explained that it was partially because of the CUP they had to get for the clinic but also because of the 3 buildings, one is about 85% occupied, the second building is around the same number, but the third building was completely vacant. She stated that the idea was to make it clear so they would not need to go through an extensive zoning approval process for a simple clinic or similar uses.

Mr. Parkhill asked why the 1909 building was not included since it was part of the original PUD. Ms. Goellner stated that 1909 would like to keep operating as they are now and did not feel that they had a strong stake in how this turned out.

Jake Steen, Larkin Hoffman, explained that he was here representing the applicant. He stated that he felt Ms. Goellner did a great job summarizing their request and explained that they were just here seeking to align the allowed uses with the C-3 district with the intent to streamline the process for their tenants and eliminate the need for a CUP.

Ms. MacDonald stated that she was in favor of approving this PUD amendment because she thinks the CUP process can be a big hurdle and this seems like a good way to streamline that process of filling these spaces.

Mr. Plechash stated that it also made total sense to him.

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Mr. Sorensen stated that this is a valuable and attractive piece of property for the City and if the City can take action in order to help with retention and recruitment of tenants he thinks that would be a positive move. He stated that he also felt that the proposed condition or permitted uses seemed appropriate and noted that the Planning Commission did a thorough job of evaluating this request and he would vote in favor of this request.

Mr. Parkhill stated that he was also in complete support of this action and believes that the City needs to help its office building owners and tenants because things are changing.

Mayor Mouton stated that she would agree with her colleagues that this was a logical and reasonable request. She noted that when this project had initially come before the Council the nearby residential neighbors in Minnetonka were very concerned about the possible impact that a commercial building would have on the enjoyment of their property. She stated that the builder was commended by the neighbors at the end of the process because of how well they had listened to their concerns and their willingness to make certain modifications in order to ensure that things like lighting would not impede on the neighbors' property. She explained that the only thing she would ask of the applicant is that they remain true to that example for the neighbors and be conscious as things are opened up and allow more uses that they are still really considerate of any potential impact it may have on the surrounding properties.

Mayor Mouton asked for a motion. Mr. Plechash made a motion, seconded by Mr. Sorensen, to Approve the First Reading of Ordinance 839 Approving a PUD Amendment for Wayzata Executive Park at 1903-1907 Wayzata Boulevard East. The motion carried 5/0.

**b. Review of 2024-2026 Strategic Plan Progress Report #1**

Deputy City Manager Yager gave an overview of the background related to the of adoption of the Strategic Plan; Reviewed priorities; Desired outcomes and targets; and Strategic initiatives. She explained she was here to give the Council their first progress report update on the Strategic Plan and noted that the full report was in the meeting packet but would also be added to the City's website following the meeting. She highlighted some of the priorities in the plan and the City's status in making progress on achieving those goals. She noted that overall, about 62% of their targets and 69% of their initiatives were either completed or on track for completion and she was proud of the progress that City staff has made in working on the Strategic Plan.

Mr. Parkhill reviewed some of the sources of revenue in the 2024 budget and asked if those numbers would be the same for 2025. Ms. Yager stated that she has not looked at what it would be with the changes that were just discussed at the workshop prior to this meeting, but when she looked it was at 70%, which would be pretty consistent with the 2024 numbers.

Mr. Sorensen asked how long the moratorium on sales tax would be in place. Ms. Yager explained that it was in place for 2 years and would go through 2025.

Mr. Sorensen noted that there was a comment on the Wayzata Boulevard reconstruction conversation that would start in the 4th quarter of 2024 and asked why those conversations wouldn't just be started right away. Ms. Yager stated that was not a project that she worked closely with, so she was not sure how the timeline worked with some of

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the zoning work that Community Development is planning to do in 2025. She asked City Manager Dahl if he had worked with Public Works Director Kelly and had an answer on why the 4th quarter would be the target for those conversations with the County.

Mr. Dahl stated that he believes that they still wanted to hit on moving forward like some of the other projects like the Broadway intersection. He stated that on paper it just seems like it is setting up a meeting, but they need to make sure that they have the right people in place and that they were strategizing appropriately. He stated that they also need to make sure it is successful and will fit in with all the other activities that are moving forward.

Mr. Sorensen stated that, to him, it seems like it is not going to be a short process and discussion, so he felt it would make sense to start those discussions as soon as possible. He asked about diversifying revenues and whether there was any activity associated with fee for parking. Ms. Yager stated that has been brought up here and there from the Council but did not believe that there was consensus from the Council to include that specific directive but noted that there was that directive for boat parking.

Mr. Dahl stated that in addition to that, given the nature of all the initiatives, paying for parking would encompass a lot of staff time and effort. He stated that he suspects that this will be an increasing topic of conversation at their next review.

Mr. Plechash stated that there was a bullet point item on page 110 that stated '2024 increased to $205,000, a 5% increase from 2023' and asked what that referred to. Ms. Yager explained that was referring to the budgeted profit transfers that both the liquor store and bar and grill transferred into the General Fund to keep property taxes lower. She stated that they know that they will be profitable entities so in order to keep the levy lower, the City just budgets for some of that profit on the front end and explained that in an effort of diversifying revenues, they were increasing that over time.

Mr. Plechash referenced page 112 of the packet where it talks about 21st Century Technology it has the target listed at 80% of employees reporting that they have adequate tools. He stated that this began at 69% and appears to be moving in the right direction, but asked what the employees need that they do not have. Mr. Yager explained that they had asked an open-ended question this year and the top response they got was better IT support.

Mr. Plechash referenced page 115 in the Thriving Commercial Core section that mentioned 63% occupancy at the Promenade stated that even though this is up from 2021, he felt that was still pretty low. He asked if they were still at this number or if it had improved at all because the Council had recently turned down a proposed plan to convert some of the empty retail space into a townhome project. Ms. Yager stated that what was included in the presentation was the most current data she had, but noted that she could work with the Community Development staff to recalculate the occupancy rate and see if it has changed much since November.

Community Development Director Goellner noted that the largest space that is vacant was the space that was looked at for residential use and stated that the vacancy is about the same as it was in November.

Ms. MacDonald stated that at a recent meeting, she had asked for a new agenda item to look at the City's zoning standards in their core neighborhoods and asked if the Council may be agreeable to adding that as a priority to the Community Character and Resident Pride of Place section. She gave the example of the small core neighborhoods, similar to hers, where there are small lots and many homes were being torn down which

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has really changed the character of the neighborhoods, and explained that she had gotten a lot of feedback from the community on this issue. She stated that she felt that there were some tweaks and things that could be studied in order to preserve the character on those core neighborhoods.

Mayor Mouton asked if this needed to be included on the strategic plan in order to get it moving forward.

Mr. Dahl explained that in order to get it prioritized, they would need to include it in the Strategic Plan and recommended that the Council have a workshop discussion in the next few months on what it would take to get this included in the Strategic Plan.

Mayor Mouton explained that her concern if they wait for a workshop discussion in a few months, that would mean that there could be additional house torn down because the wheels of government move very slowly. She noted that Ms. MacDonald has stated that residents were already feeling an impact and if addressing this is 12-18 months out, she felt like that would be 'too little, too late' at that point. She stated that she appreciated the suggestion by staff to be thoughtful and diligent about how the City determines what is included in the Strategic Plan, but this sounds like it may be a bit more urgent, and asked the Council what they felt about adding this to the Strategic Plan and expediting the conversation.

Ms. MacDonald agreed that it felt like time is of the essence in this area as homes are being torn down.

Mr. Parkhill stated that he thinks this would be a great thing to discuss and suggested that they discuss this at their next workshop meeting.

Mr. Plechash stated that with the passage of time he believes that there are strategic imperatives that ebb and flow depending on what is going on in the community. He stated that the gears of government are very slow, so if there is a way to address this and bring it up more quickly he would be in favor of that approach.

Mr. Sorensen stated that he thinks the whole topic of maintaining the character of our neighborhoods is a high priority and agreed that it would make sense to find a way to talk it through sooner rather than later.

Mayor Mouton suggested that Ms. MacDonald share 2 or 3 key issues that she has been hearing from residents with staff because this will give them an area that they can focus on for the discussion.

Ms. MacDonald stated that she can do that and noted that she and Mr. Dahl have already had this conversation but could meet again so she could reiterate those priorities and expectations.

Mr. Dahl cautioned that the City would be short on staff in the near future, but felt that they can bring this back for discussion sometime in September.

Mayor Mouton asked that they also be prepared to discuss the possibility of a potential moratorium.

Mr. Dahl stated that he was glad Mayor Mouton had brought that up because it would need to be on the table if the City wants to make sure to do it right, but ended up needing additional time.

Mayor Mouton thanked Ms. Yager and City staff for their efforts on the Strategic Plan.

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

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**a. Upcoming Events/Announcements**

- Reminded the Council that Community Development Director Goellner was leaving the City. He stated that staff was excited for her future career opportunities, bet were also sad because she would be missed.

Community Development Director Goellner stated that she was really thankful for all the team members she has had and noted that the Community Development team, in particular, have been awesome. She stated that she would miss working with the Council and the Planning Commission. She noted that she would give the award of 'The Best Planning Commission' she has worked with in her career to the City's Planning Commission. She stated that something she was really proud to have the privilege of working on was the Lakewalk.

Mayor Mouton agreed that Community Development Director Goellner would be missed in the City. She stated that she had done great work in the City and should be proud of her many accomplishments

**b. Council Member Updates/Announcements**

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

Ashley Drill, 346 N Ferndale Road, explained that there was a portion in the Strategic Plan presentation that had a red 'x' which is the topic that she was here to speak on tonight. She stated that she wanted to discuss the traffic/speed and was here on behalf of her neighborhood. She stated that their neighborhood is in a tricky spot because they are north of Wayzata Community Church in Wayzata, across the street is Orono, and across the Luce Line is Plymouth. She noted that they are all within the Wayzata school districts, but when it comes to police force, she has called all 3 police departments over the last 3-5 years when there have been issues. She stated that they have lived in this location for about 13 years and have seen the community grow which has brought increased traffic. She explained that they were actually fine with the increased traffic but the issue that was most concerning was the speeding. She stated that the speed limit on Ferndale North is 30 mph and stated that the issue is with UPS trucks, FedEx trucks, and construction trucks, not the local residents but also with people traveling from Wayzata Boulevard that have passed through numerous stoplights and street signs so when they see a straightaway they gun it to County Road 6. She stated that last year her husband called her at work after nearly witnessing their neighbor get hit which was traumatizing. She stated that last week she made another call to the police about the issue and an officer from the Wayzata Police Department came out and parked in her driveway. She explained that he came at 11:00 and clocked 6-8 speeders in a 45-minute time period and issued them warnings. She stated that he came back at rush hour and clocked 3 more in a 30-minute time period. She stated that it is currently exceedingly bad because County Road 6 is shut down to people are trying to cut through to get to Orono, but stated that the issue had grown immensely over the years. She stated that there have even been motorcycles late at night traveling close to 80 mph and reiterated that the local residents are not the ones speeding through the neighborhood. She stated that their neighborhood has numerous bikers, walkers, kids coming from West Middle School traveling in packs, and even the cross-country running team coming through and she did not want it to take a horrible accident with someone getting hit before

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something was done. She stated that the police officer suggested that she come in and make a formal complaint to the City and noted that their neighborhood has talked about this issue for years but did not know where to go with their concerns. She stated that they were looking for there to be something like a speed bump or a flashing speed sign because they do not think that just another 30 mph sign was going to do much. She reiterated that the problem just continues to get worse and asked them to consider the safety of the children and adults in the neighborhood. She noted that their 85-year-old neighbor has even asked them to go get her mail for her because she is too afraid to walk down there.

Mayor Mouton thanked Ms. Drill for bringing this issue to the Council's attention. She stated that some of the mechanisms that the City has used in the past that have been most successful have been the flashing speed signs that remind people of their speed. She stated that this has been a tricky road for years and when they added the sidewalks and now it is a repaved long straightaway and noted that she literally rides her brakes most of the way down this road in order to stay at 30 mph. She asked how quickly the City may be able to get one of those flashing speed signs that are also gathering data on the number of cars and their average speed.

Ms. Drill noted that she had called the City of Orono two weeks ago and they had the flashing sign out at the end of County Road 6 because that is Orono within the next day, but then they took it down to move it elsewhere.

Mayor Mouton reiterated her question on how soon the City could get something put out there.

Mr. Dahl stated that he thinks that they would be able to get something out there within a week. He stated that it will require input from Public Works and the Police Department and noted that staff will discuss it tomorrow and talk about what can be done.

Mayor Mouton stated that she would agree that this issue has been a problem for years and understands that it can be difficult because there are multiple jurisdictions in the area. She stated that she was very disappointed to hear that the commercial truck drivers were also speeding through the neighborhood.

Ms. Drill shared the neighborhood fears related to the need for young children to cross the road in order to get on their school buses.

Mayor Mouton stated that City staff would reach out to Ms. Drill and possibly the surrounding communities as they look into this issue.

Mr. Dahl agreed and stated that they would also keep the Council posted so they know what is happening as well.

**AGENDA ITEM 11. Adjournment.**

There being no further business, Mayor Mouton asked for a motion to adjourn. Mr. Plechash made a motion, seconded by Mr. Parkhill to adjourn. Mayor Mouton adjourned the meeting at 8:42 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

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

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# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.b |
| **TITLE:** Approval of Check Register | |
| **PROPOSED MOTION:** To Approve the Payment of Checks & Electronic Fund Transfers (EFT's) for July and August 2024 | |
| **PREPARED BY:** Kathy Ovshak, Senior Accountant, Erin St. Cyr, Accountant | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager | |

**ACTION REQUESTED:**
Staff recommends the approval of checks and EFT's.

**FINANCIAL OR BUDGET CONSIDERATION:**
Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
Not Applicable.

**BACKGROUND:**
Not Applicable.

**ATTACHMENTS:**
1. Check List
2. EFT List

# INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 101 GENERAL FUND** | | | | | | | |
| **Department: 00000 ALL DEPARTMENTS** | | | | | | | |
| 101-00000-20300 | DEPOSITS PAYABLE | INVEST CAPITAL GROUP | ST CUT DEPOSIT REFUN | GARDNER ST | 08/21/2024 | 3,936.00 | 133261 |
| 101-00000-20300 | DEPOSITS PAYABLE | METRO GENERAL SERVICES | ST CUT DEPOSIT REFUN | GARDNER ST | 08/21/2024 | 4,996.00 | 133274 |
| 101-00000-21707 | PD UNION DUES | LAW ENFORCEMENT LABOR S | PD UNION DUES | AUGUST2024 | 08/21/2024 | 987.00 | 133267 |
| | | | Total Department 00000 ALL DEPARTMENTS | | | 9,919.00 | |
| **Department: 41100 Mayor and Council** | | | | | | | |
| 101-41100-00210 | OPERATING SUPPLIES (GENERAL) | SIGNS NOW | PLANNING COMMISSIONE | I-40249 | 08/21/2024 | 54.00 | 133291 |
| 101-41100-00302 | MTG.MINUTES | TIME SAVER | MTG MINUTES | M29424 | 08/21/2024 | 710.75 | 133300 |
| 101-41100-00499 | MISCELLANEOUS | 24/7 ACTIVE | LOGO CLOTHING | 1457 | 08/28/2024 | 1,000.00 | 133318 |
| 101-41100-00499 | MISCELLANEOUS | GLEASON PRINTING | AWARDS - BAASEN & IV | 95565 | 08/21/2024 | 207.66 | 133251 |
| | | | Total Department 41100 Mayor and Council | | | 1,972.41 | |
| **Department: 41500 Administration & Finance** | | | | | | | |
| 101-41500-00200 | OFFICE SUPPLIES (GENERAL) | AMAZON CAPITAL SERVICES | COPIER INK | 13HN-JGDX-3CCW | 08/21/2024 | 86.25 | 133221 |
| 101-41500-00200 | OFFICE SUPPLIES (GENERAL) | AMAZON CAPITAL SERVICES | ACCT COMPUTER SUPPLI | 1V7F-LD6D-KF34 | 08/28/2024 | 49.98 | 133319 |
| 101-41500-00200 | OFFICE SUPPLIES (GENERAL) | AMAZON CAPITAL SERVICES | CREDIT FOR DAMAGED T | CR 171H-CVXD-KGFV | 08/28/2024 | (38.50) | 133319 |
| 101-41500-00200 | OFFICE SUPPLIES (GENERAL) | INNOVATIVE OFFICE SOLUT | CITY HALL SUPPLIES | 4619712 | 08/28/2024 | 198.77 | 133345 |
| 101-41500-00200 | SUPPLIES | OFFICE DEPOT | OFFICE SUPPLIES | 381302289001 | 08/28/2024 | 441.19 | 133365 |
| 101-41500-00200 | SUPPLIES | OFFICE DEPOT | OFFICE SUPPLIES | 378368545001 | 08/21/2024 | 14.89 | 133282 |
| 101-41500-00200 | OFFICE SUPPLIES (GENERAL) | SIGNS NOW | NEW COUNCIL MEMBER N | 40280 | 08/28/2024 | 84.00 | 133376 |
| 101-41500-00200 | OFFICE SUPPLIES (GENERAL) | UPS STORE | MAPS | 08122024 | 08/21/2024 | 42.84 | 133306 |
| 101-41500-00301 | FINANCIAL CONSULTANT SERVICES | ABDO FINANCIAL SOLUTION | FINANCIAL CONSULTANT | 493997 | 08/21/2024 | 3,151.83 | 133218 |
| 101-41500-00302 | CONSULTANTS | LOCKRIDGE GRINDAL NAUEN | LOBBYIST | 116050 | 08/21/2024 | 3,333.33 | 133268 |
| 101-41500-00304 | LEGAL FEES | BEST & FLANAGAN | CITY COUNCIL WORKSHO | 623877-WORKSHOP | 08/21/2024 | 618.75 | 133226 |
| 101-41500-00304 | LEGAL FEES | BEST & FLANAGAN | PLANNING COMMISSION | 623877-PLANNING | 08/21/2024 | 2,131.25 | 133226 |
| 101-41500-00304 | LEGAL FEES | BEST & FLANAGAN | CITY COUNCIL | 623877-COUNCIL | 08/21/2024 | 3,712.50 | 133226 |
| 101-41500-00304 | LEGAL FEES | BEST & FLANAGAN | ORDINANCES | 623877-ORD | 08/21/2024 | 2,681.25 | 133226 |
| 101-41500-00304 | LEGAL FEES | BEST & FLANAGAN | CITY CONTRACTS | 623877-CONTRACTS | 08/21/2024 | 1,100.00 | 133226 |
| 101-41500-00304 | | BEST & FLANAGAN | BUILDING PERMITS & C | 623877-CODE | 08/21/2024 | 618.75 | 133226 |
| 101-41500-00304 | | BEST & FLANAGAN | GENERAL | 623877-GEN | 08/21/2024 | 206.25 | 133226 |
| 101-41500-00304 | | BEST & FLANAGAN | DATA PRACTICES | 623877-DATA | 08/21/2024 | 1,443.75 | 133226 |
| 101-41500-00304 | | BEST & FLANAGAN | LAKE WEST DEVELOPMEN | 623877-LAKE W | 08/21/2024 | 1,593.75 | 133226 |
| 101-41500-00304 | | BEST & FLANAGAN | WAYZATA HRA | 623877-HRA | 08/21/2024 | 687.50 | 133226 |
| 101-41500-00304 | LEGAL FEES | MADDEN, GALANTER, HANSE | LABOR RELATIONS SERV | JULY 2024 | 08/21/2024 | 602.00 | 133270 |
| 101-41500-00306 | PERSONNEL EXPENSE | 24/7 ACTIVE | LOGO CLOTHING | 1457 | 08/28/2024 | 3,000.00 | 133318 |
| 101-41500-00306 | PERSONNEL EXPENSE | BAKER TILLY US, LLP | JOB EVALUATION | BT2887102 | 08/28/2024 | 300.00 | 133321 |
| 101-41500-00350 | | CIVICPLUS | ONLINE CODE HOSTING | 312568 | 08/21/2024 | 995.00 | 133238 |
| 101-41500-00350 | PRINTING & PUBLISHING | ECM PUBLISHERS, INC. | CANDIDATE FILING NOT | 1010206 | 08/21/2024 | 55.12 | 133246 |
| 101-41500-00350 | PRINTING & PUBLISHING | ECM PUBLISHERS, INC. | 2023 CITY FINANCIAL | 1010205 | 08/21/2024 | 735.00 | 133246 |
| 101-41500-00433 | MEMBERSHIP | SUBURBAN RATE AUTHORITY | 2ND HALF OF 2024 MEM | 2024-2 | 08/28/2024 | 244.00 | 133379 |
| | | | Total Department 41500 Administration & Finance | | | 28,089.45 | |
| **Department: 41940 Building Operations & Maint.** | | | | | | | |
| 101-41940-00210 | OPERATING SUPPLIES (GENERAL) | CINTAS - OHIO | CITY HALL SUPPLIES | 8406968413 | 08/21/2024 | 7.16 | 133236 |
| 101-41940-00210 | OPERATING SUPPLIES (GENERAL) | GOPHER ACE TRU VALUE | PW SUPPLIES | 021664/1 | 08/21/2024 | 33.98 | 133252 |
| 101-41940-00210 | OPERATING SUPPLIES (GENERAL) | LIFE SUPPORT INNOVATION | PW AED | 2356 | 08/28/2024 | 78.10 | 133352 |
| 101-41940-00210 | OPERATING SUPPLIES (GENERAL) | OFFICE DEPOT | OFFICE SUPPLIES | 379100232001 | 08/28/2024 | 45.98 | 133365 |
| 101-41940-00210 | OPERATING SUPPLIES (GENERAL) | TWIN CITY HARDWARE - NE | SUPPLIES | PSI2282572 | 08/21/2024 | 9.00 | 133305 |
| 101-41940-00321 | SERVICE | MEDIACOM | DEPOT SERVICE | 08192024 | 08/28/2024 | 50.16 | 133357 |
| 101-41940-00321 | TELEPHONE | MEDIACOM | CITY HALL SERVICE | CH AUGUST 8 2024 | 08/28/2024 | 375.90 | 133357 |
| 101-41940-00409 | MAINT SERVICES & IMPROV | CITY VIEW PLUMBING & HE | BEACH HOUSE BATHROOM | 141648813 | 08/28/2024 | 666.50 | 133332 |
| 101-41940-00409 | MONTHLY CLEANING | CMT JANITORIAL SERVICES | MONTHLY CLEANING | 6005 | 08/28/2024 | 3,189.00 | 133334 |
| 101-41940-00409 | MAINT SERVICES & IMPROV | VIKING AUTOMATIC SPRINK | ANNUAL FIRE SPRINKLE | 1025-F371830 | 08/21/2024 | 1,245.00 | 133309 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 101 GENERAL FUND** | | | | | | | |
| **Department: 41940 Building Operations & Maint.** | | | | | | | |
| | | | Total Department 41940 Building Operations & Maint. | | | 5,700.78 | |
| **Department: 42100 Police** | | | | | | | |
| 101-42100-00217 | Uniforms | STREICHER'S | UNIFORMS | I1714050 | 08/21/2024 | 28.99 | 133296 |
| 101-42100-00323 | PD RADIO SERVICE | HENN.CNTY.INFO.TECH.DEP | PD RADIOS AND SERVIC | 1000230227 | 08/21/2024 | 1,867.10 | 133255 |
| 101-42100-00350 | Printing & Publishing | ECM PUBLISHERS, INC. | PSA AD - BACK TO SCH | 1012673 | 08/21/2024 | 80.00 | 133246 |
| 101-42100-00404 | Repairs/Maint - Machin/Equip | ACTION FLEET INC. | SYSTEM REPAIRS | I7187 | 08/21/2024 | 57.50 | 133219 |
| | | | | Total Department 42100 Police | | 2,033.59 | |
| **Department: 42200 Fire** | | | | | | | |
| 101-42200-00404 | Repairs/Maint - Machin/Equip | KIRVIDA FIRE, INC. | 2014 MINI PUMPER PAR | 12523 | 08/21/2024 | 3,350.70 | 133265 |
| 101-42200-00434 | TRAINING AND SCHOOLS | ROBERT HOUTS | EMS TRAINING | 07292024 | 08/21/2024 | 82.45 | 133289 |
| | | | | Total Department 42200 Fire | | 3,433.15 | |
| **Department: 43100 Streets** | | | | | | | |
| 101-43100-00200 | OFFICE SUPPLIES (GENERAL) | CINTAS - OHIO | PW SUPPLIES | 5225202278 | 08/21/2024 | 33.36 | 133236 |
| 101-43100-00210 | OPERATING SUPPLIES (GENERAL) | GOPHER ACE TRU VALUE | PW SUPPLIES | 021716/1 | 08/21/2024 | 15.18 | 133252 |
| 101-43100-00210 | OPERATING SUPPLIES (GENERAL) | GRAINGER, INC. | SHOP SUPPLIES | 9226500693 | 08/28/2024 | 121.22 | 133343 |
| 101-43100-00210 | OPERATING SUPPLIES (GENERAL) | SNAP-ON INDUSTRIAL | PARTS | 62211773 | 08/28/2024 | 14.82 | 133377 |
| 101-43100-00220 | REPAIR/MAINT SUPPLY (GENERAL) | NAPA AUTO PARTS-LONG LA | PARTS | 605886 | 08/28/2024 | 6.68 | 133362 |
| 101-43100-00323 | STREETS PAGER | SPOK, INC. | PW PAGER SERVICE | H0318102T | 08/21/2024 | 16.73 | 133294 |
| 101-43100-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER MAINT | INV12822208 | 08/21/2024 | 170.73 | 133271 |
| 101-43100-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER | INV12834894 | 08/28/2024 | 61.34 | 133355 |
| 101-43100-00404 | REPAIRS/MAINT - MACHIN/EQUIP | VARNER MOBILE SERVICES, | PARTS & REPAIRS | 10375 | 08/28/2024 | 2,080.00 | 133387 |
| | | | | Total Department 43100 Streets | | 2,520.06 | |
| **Department: 43300 Engineering** | | | | | | | |
| 101-43300-00210 | OPERATING SUPPLIES (GENERAL) | OFFICE DEPOT | OFFICE SUPPLIES | 379101340001 | 08/28/2024 | 40.64 | 133365 |
| | | | | Total Department 43300 Engineering | | 40.64 | |
| **Department: 45200 Parks** | | | | | | | |
| 101-45200-00200 | OFFICE SUPPLIES (GENERAL) | CINTAS - OHIO | PW SUPPLIES | 5225202278 | 08/21/2024 | 33.36 | 133236 |
| 101-45200-00210 | OPERATING SUPPLIES (GENERAL) | GOPHER ACE TRU VALUE | SUPPLIES | 21677/1 | 08/21/2024 | 65.33 | 133252 |
| 101-45200-00210 | OPERATING SUPPLIES (GENERAL) | INNOVATIVE OFFICE SOLUT | PW SUPPLIES | IN4611310 | 08/21/2024 | 72.26 | 133259 |
| 101-45200-00210 | OPERATING SUPPLIES (GENERAL) | INNOVATIVE OFFICE SOLUT | PW SUPPLIES | IN4612424 | 08/21/2024 | 232.23 | 133259 |
| 101-45200-00210 | OPERATING SUPPLIES (GENERAL) | INNOVATIVE OFFICE SOLUT | PW SUPPLIES | 4621381 | 08/28/2024 | 108.29 | 133345 |
| 101-45200-00210 | OPERATING SUPPLIES (GENERAL) | INNOVATIVE OFFICE SOLUT | PW SUPPLIES | IN4616601 | 08/28/2024 | 651.80 | 133345 |
| 101-45200-00221 | EQUIPMENT PARTS | GOPHER ACE TRU VALUE | PARKS SUPPLIES | 21752/1 | 08/28/2024 | 13.99 | 133342 |
| 101-45200-00221 | EQUIPMENT PARTS | NAPA AUTO PARTS-LONG LA | PARTS | 605375 | 08/21/2024 | 46.47 | 133279 |
| 101-45200-00226 | SIGN REPAIR MATERIALS | GOPHER ACE TRU VALUE | SUPPLIES | 21679/1 | 08/21/2024 | 9.99 | 133252 |
| 101-45200-00226 | Sign Repair Materials | UPS STORE | BELL COURTS GRANT SI | 08222024 | 08/28/2024 | 22.10 | 133385 |
| 101-45200-00226 | SIGN REPAIR MATERIALS | UPS STORE | PANOWAY SIGN | 08 22 2024 | 08/28/2024 | 151.30 | 133385 |
| 101-45200-00240 | SMALL TOOLS AND MINOR EQUIP | CENTRAL LANDSCAPE | PARKS SUPPLIES AND T | 327512 | 08/28/2024 | 338.55 | 133328 |
| 101-45200-00309 | CONTRACTUAL SERVICES | BUFFALO GALAXY, LLC | MUSIC IN THE PARK - | 00001 | 08/21/2024 | 1,200.00 | 133233 |
| 101-45200-00309 | CONTRACTUAL SERVICES | SALSA DEL SOUL PRODUCTI | MUSIC IN THE PARK | 4739 | 08/28/2024 | 1,050.00 | 133373 |
| 101-45200-00309 | CONTRACTUAL SERVICES | TWIN CITIES SOUND, LLC | MUSIC IN THE PARK | 75464 | 08/28/2024 | 3,900.00 | 133384 |
| 101-45200-00309 | Contractual Services | WAILING LOONS | MUSIC IN THE PARK | 401 | 08/28/2024 | 750.00 | 133391 |
| 101-45200-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER MAINT | INV12822208 | 08/21/2024 | 170.72 | 133271 |
| 101-45200-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER | INV12834894 | 08/28/2024 | 61.34 | 133355 |
| 101-45200-00409 | MAINT SERVICES & IMPROV | MORRIE'S MINNETONKA FOR | EXPLORER BRAKES | 607666 | 08/21/2024 | 333.00 | 133278 |
| 101-45200-00409 | MAINT SERVICES & IMPROV | WESTSIDE WHOLESALE TIRE | TIRES MOUNTED | 949610 | 08/21/2024 | 30.00 | 133312 |
| | | | | Total Department 45200 Parks | | 9,240.73 | |
| **Department: 49200 Miscellaneous Allocations** | | | | | | | |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 101 GENERAL FUND** | | | | | | | |
| **Department: 49200 Miscellaneous Allocations** | | | | | | | |
| 101-49200-00212 | MOTOR FUELS | BEAUDRY OIL & SERVICE I | FUEL | 2687680 | 08/21/2024 | 1,848.82 | 133224 |
| 101-49200-00322 | POSTAGE | PURCHASE POWER | POSTAGE MACHINE MAIN | 07 17 2024 | 08/21/2024 | 135.75 | 133288 |
| | | | Total Department 49200 Miscellaneous Allocations | | | 1,984.57 | |
| | | | | Total Fund 101 GENERAL FUND | | 64,934.38 | |
| **Fund: 233 LAKEFRONT IMPROVE** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 233-40000-00302-2013-1 | CONSULTANTS | SRF CONSULTING GROUP, I | DOWNTOWN PARKING STU | 17863.00-1 | 08/21/2024 | 341.69 | 133295 |
| 233-40000-00302-2013-2 | CONSULTANTS | ONYX STRATEGIC PARTNERS | SECTION FOREMAN'S HO | 1174 | 08/21/2024 | 150.00 | 133283 |
| 233-40000-00302-2013-2 | CONSULTANTS - CONSERVANCY SIGN MG | ONYX STRATEGIC PARTNERS | PANOWAY CONSERVANCY | 1175 | 08/28/2024 | 3,811.25 | 133366 |
| 233-40000-00302-2022-4 | CONSULTANTS | CIVITAS INC. | PANOWAY | 26930 | 08/21/2024 | 6,621.23 | 133239 |
| 233-40000-00302-2022-4 | CONSULTANTS | ONYX STRATEGIC PARTNERS | PANOWAY BOARDWALK | 1176 | 08/21/2024 | 375.00 | 133283 |
| 233-40000-00309-2022-4 | CONTRACTUAL SERVICES | 106GROUP | PANOWAY MONITORING | 3002-2835-11 | 08/21/2024 | 2,842.00 | 133217 |
| 233-40000-00309-2022-4 | FLAGGING FOR PED CROSSING WORK | B.N & S.F. RY. CO. | PANOWAY PEDESTRIAN C | 90271880 | 08/21/2024 | 5,618.56 | 133223 |
| 233-40000-00309-2022-4 | PANOWAY BOARDWALK | EBERT COMPANIES | PANOWAY | 5 | 08/21/2024 | 10,173.38 | 133245 |
| 233-40000-00309-2022-4 | CONTRACTUAL SERVICES | EBERT COMPANIES | PANOWAY BOARDWALK | 2A-21634828 | 08/28/2024 | 10,000.00 | 133337 |
| 233-40000-00309-2022-4 | CONTRACTUAL SERVICES | EBERT COMPANIES | PANOWAY BOARDWALK | 4-21635316 | 08/28/2024 | 145,293.71 | 133337 |
| 233-40000-00309-2022-4 | PANOWAY DOCKS | J.F. BRENNAN COMPANY, I | PANOWAY DOCK | 3 | 08/21/2024 | 45,514.50 | 133262 |
| 233-40000-00309-2022-4 | CONTRACTUAL SERVICES | J.F. BRENNAN COMPANY, I | PANOWAY BOARDWALK | 2310009-2 | 08/28/2024 | 1,610,074.25 | 133346 |
| 233-40000-00309-2022-4 | PANOWAY BOARDWALK | LAKETOWN ELECTRIC INC | PANOWAY | WS 26-A | 08/21/2024 | 14,725.00 | 133266 |
| 233-40000-00309-2022-4 | CONTRACTUAL SERVICES | LAKETOWN ELECTRIC INC | PANOWAY BOARDWALK | PAY APP_6 | 08/28/2024 | 9,500.00 | 133350 |
| | | | Total Department 40000 General Department | | | 1,865,040.57 | |
| | | | | Total Fund 233 LAKEFRONT IMPROVE | | 1,865,040.57 | |
| **Fund: 235 CABLE TV** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 235-40000-00302 | WCTV | MILLER, FRED | WCTV | 0240414 | 08/28/2024 | 2,000.00 | 133358 |
| 235-40000-00433 | DUES, LICENSING & SEMINARS | ALPHA VIDEO AND AUDIO, | ANNUAL SUPPORT | 27386 | 08/21/2024 | 2,896.56 | 133220 |
| 235-40000-00499 | EQUIPMENT TESTING | MILLER, FRED | WCTV | 0240414 | 08/28/2024 | 250.00 | 133358 |
| | | | Total Department 40000 General Department | | | 5,146.56 | |
| | | | | Total Fund 235 CABLE TV | | 5,146.56 | |
| **Fund: 305 DOWNTOWN TIF DISTRICT 6** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 305-40000-00302 | FINANCIAL CONSULTANT SERVICES | ABDO FINANCIAL SOLUTION | FINANCIAL CONSULTANT | 493997 | 08/21/2024 | 312.50 | 133218 |
| 305-40000-00302 | Consultants | DORSEY & WHITNEY LLP | HRA TIF FINANCING PO | 3998975 | 08/21/2024 | 606.75 | 133244 |
| 305-40000-00302 | TIF CONSULTING | EHLERS | TIF CONSULTING | 98799 | 08/21/2024 | 1,278.75 | 133248 |
| | | | Total Department 40000 General Department | | | 2,198.00 | |
| | | | | Total Fund 305 DOWNTOWN TIF DISTRICT 6 | | 2,198.00 | |
| **Fund: 316 BAY CENTER TIF #5** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 316-40000-00301 | FINANCIAL CONSULTANT SERVICES | ABDO FINANCIAL SOLUTION | FINANCIAL CONSULTANT | 493997 | 08/21/2024 | 312.50 | 133218 |
| 316-40000-00302 | Consultants | DORSEY & WHITNEY LLP | HRA TIF FINANCING PO | 3998975 | 08/21/2024 | 606.75 | 133244 |
| 316-40000-00302 | TIF CONSULTING | EHLERS | TIF CONSULTING | 98799 | 08/21/2024 | 1,278.75 | 133248 |
| | | | Total Department 40000 General Department | | | 2,198.00 | |
| | | | | Total Fund 316 BAY CENTER TIF #5 | | 2,198.00 | |
| **Fund: 401 DOWNTOWN PARKING** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 401 DOWNTOWN PARKING** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 401-40000-00309 | PARKING RAMP ACCESS PROJECT | WALKER CONSULTANTS | MILL STREET PARKING | 210053950002 | 08/21/2024 | 1,500.00 | 133311 |
| | | | Total Department 40000 General Department | | | 1,500.00 | |
| | | | Total Fund 401 DOWNTOWN PARKING | | | 1,500.00 | |
| **Fund: 403 TREE AND PLANTING** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 403-40000-00227 | PLANTINGS-1120 WAY. BLVD FEE IN L | HOFFMAN & MCNAMARA | 12 NEW TREES | 21135 | 08/21/2024 | 2,606.00 | 133256 |
| 403-40000-00227 | PLANTINGS-1405 WAY. BLVD FEE IN L | HOFFMAN & MCNAMARA | 12 NEW TREES | 21135 | 08/21/2024 | 7,870.00 | 133256 |
| 403-40000-00227 | MANAGEMENT - 344 FERNDALE FIL | RAINBOW TREECARE | MUGO PINE RESTO-LAKE | 499952 | 08/28/2024 | 3,001.46 | 133372 |
| | | | Total Department 40000 General Department | | | 13,477.46 | |
| | | | Total Fund 403 TREE AND PLANTING | | | 13,477.46 | |
| **Fund: 404 PARK AND TRAIL CIP** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 404-40000-00309 | COV TREE CLAIM - REMOVAL | BRATT TREE COMPANY | WILLOW TREE REMOVAL | 14981 | 08/21/2024 | 2,500.00 | 133230 |
| 404-40000-00309 | Contractual Services | BRATT TREE COMPANY | TREE/STUMP REMOVAL - | 14766 | 08/21/2024 | 4,723.00 | 133230 |
| 404-40000-00309 | TREE REMOVALS | BRATT TREE COMPANY | 1450 LASALLE TREE RE | 14944 | 08/21/2024 | 1,955.00 | 133230 |
| 404-40000-00309 | LED PROJECT - WARMING HOUSE | TODD FOBBE ELECTRIC, IN | WARMING HOUSE LED CH | WARMING HOUSE | 08/21/2024 | 2,670.00 | 133301 |
| 404-40000-00309-2013-4 | Contractual Services | BRATT TREE COMPANY | 133 GLEAHAVEN ASH TR | 14947 | 08/21/2024 | 1,726.50 | 133230 |
| 404-40000-00309-2013-4 | EAB REMOVALS | BRATT TREE COMPANY | 16235 HOLD RD WEST T | 262057 | 08/21/2024 | 3,346.00 | 133230 |
| | | | Total Department 40000 General Department | | | 16,920.50 | |
| | | | Total Fund 404 PARK AND TRAIL CIP | | | 16,920.50 | |
| **Fund: 408 FACILITIES & INFRASTRUCTURE CIP** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 408-40000-00302 | CONSULTANTS | BKV GROUP | BLDG SECURITY ASSESS | 64362 | 08/21/2024 | 3,339.01 | 133228 |
| 408-40000-00309 | ANNUAL SIDEWALK MAINTENANCE | KAMIDA | SIDEWALK MAINTENANCE | 002171 | 08/28/2024 | 2,103.75 | 133348 |
| 408-40000-00309 | Contractual Services | SITEONE LANDSCAPE SUPPL | SUPPLIES | 145043094-001 | 08/21/2024 | 412.05 | 133292 |
| 408-40000-00309 | ANNUAL SIDEWALK PROJECT | SITEONE LANDSCAPE SUPPL | SUPPLIES | 144824281-001 | 08/21/2024 | 187.91 | 133292 |
| 408-40000-00309 | Contractual Services | TODD FOBBE ELECTRIC, IN | FIRESTATION LED CHAN | FIRESTATION | 08/21/2024 | 8,711.00 | 133301 |
| 408-40000-00499 | LED PROJECT | 1000 BULBS | LIGHTBULBS | W04120626 | 08/28/2024 | 438.05 | 133317 |
| | | | Total Department 40000 General Department | | | 15,191.77 | |
| | | | Total Fund 408 FACILITIES & INFRASTRUCTURE CIP | | | 15,191.77 | |
| **Fund: 409 EQUIP REVOLVING** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 409-40000-00540 | EMAIL COMPROMISE | LOFFLER COMPANIES, INC. | EMAIL COMPROMISE ASS | CW208521 | 08/28/2024 | 7,200.00 | 133353 |
| | | | Total Department 40000 General Department | | | 7,200.00 | |
| **Department: 42100 Police** | | | | | | | |
| 409-42100-00540 | PD RADIOS | HENN.CNTY.INFO.TECH.DEP | PD RADIOS AND SERVIC | 1000230227 | 08/21/2024 | 1,229.25 | 133255 |
| | | | Total Department 42100 Police | | | 1,229.25 | |
| **Department: 45200 Parks** | | | | | | | |
| 409-45200-00540 | EQUIPMENT | DEERE & COMPANY | 2 NEW MOWERS LESS TR | 117641283 | 08/21/2024 | 19,522.37 | 133242 |
| | | | Total Department 45200 Parks | | | 19,522.37 | |
| | | | Total Fund 409 EQUIP REVOLVING | | | 27,951.62 | |
| **Fund: 430 STREET CIP** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 430 STREET CIP** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 430-40000-00309 | FERNDALE ROAD SIDEWALK | NEW LOOK CONTRACTING, I | FERNDALE RD SIDEWALK | SW-2023-01 4 | 08/21/2024 | 37,111.83 | 133281 |
| | | | Total Department 40000 General Department | | | 37,111.83 | |
| | | | Total Fund 430 STREET CIP | | | 37,111.83 | |
| **Fund: 610 WATER FUND** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 610-40000-00200 | OFFICE SUPPLIES (GENERAL) | CINTAS - OHIO | PW SUPPLIES | 5225202278 | 08/21/2024 | 33.36 | 133236 |
| 610-40000-00210 | OPERATING SUPPLIES (GENERAL) | GOPHER ACE TRU VALUE | PARTS | 021674/1 | 08/21/2024 | 11.77 | 133252 |
| 610-40000-00210 | OPERATING SUPPLIES (GENERAL) | GOPHER ACE TRU VALUE | PW SUPPLIES | 021735/1 | 08/28/2024 | 28.77 | 133342 |
| 610-40000-00211 | METER SUPPLIES | METERING & TECHNOLOGY S | WATER METERS | INV6050 | 08/21/2024 | 2,032.61 | 133273 |
| 610-40000-00211 | METER SUPPLIES | METERING & TECHNOLOGY S | WATER METERS | INV6032 | 08/21/2024 | 975.64 | 133273 |
| 610-40000-00216 | CHEMICALS AND CHEM PRODUCTS | HAWKINS, INC | CHEMICALS | 6837177 | 08/21/2024 | 50.00 | 133254 |
| 610-40000-00224 | REPAIR & MAINT - MOTOR EQUIP | MN BATTERY LLC | BATTERY | 30157 | 08/28/2024 | 129.75 | 133359 |
| 610-40000-00242 | WELL & F.P. EQUIPMENT | GRAINGER, INC. | PARTS | 9218901107 | 08/21/2024 | 235.37 | 133253 |
| 610-40000-00242 | WELL & F.P. EQUIPMENT | VIKING AUTOMATIC SPRINK | WTP#3 VALVE REPLACEM | 1025-F372651 | 08/21/2024 | 1,350.00 | 133309 |
| 610-40000-00301 | FINANCIAL CONSULTANT SERVICES | ABDO FINANCIAL SOLUTION | FINANCIAL CONSULTANT | 493997 | 08/21/2024 | 252.00 | 133218 |
| 610-40000-00309 | 3RD QTR WATER CONNECTIONS | MN DEPARTMENT OF HEALTH | WATER CONNECTIONS | 3RD QTR 2024 | 08/21/2024 | 3,555.00 | 133276 |
| 610-40000-00309 | WATER ANALYSIS | TRI-CITY / CITY OF BLOO | WATER TESTING | 23940 | 08/28/2024 | 70.00 | 133381 |
| 610-40000-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER MAINT | INV12822208 | 08/21/2024 | 170.72 | 133271 |
| 610-40000-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER | INV12834894 | 08/28/2024 | 61.35 | 133355 |
| 610-40000-00405 | CENTRAL AVE VALVE REPLACEMENT X3 | FERGUSON WATERWORKS #25 | WATER PIPES & VALVES | 0534905 | 08/28/2024 | 9,012.05 | 133341 |
| | | | Total Department 40000 General Department | | | 17,968.39 | |
| | | | Total Fund 610 WATER FUND | | | 17,968.39 | |
| **Fund: 620 SEWER FUND** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 620-40000-00200 | OFFICE SUPPLIES (GENERAL) | CINTAS - OHIO | PW SUPPLIES | 5225202278 | 08/21/2024 | 33.36 | 133236 |
| 620-40000-00210 | OPERATING SUPPLIES (GENERAL) | GOPHER ACE TRU VALUE | PW SUPPLIES | 021657/1 | 08/21/2024 | 6.99 | 133252 |
| 620-40000-00210 | Operating Supplies (GENERAL) | GRAINGER, INC. | SUPPLIES | 9213824080 | 08/21/2024 | 125.99 | 133253 |
| 620-40000-00211 | METER SUPPLIES | METERING & TECHNOLOGY S | WATER METERS | INV6050 | 08/21/2024 | 2,032.61 | 133273 |
| 620-40000-00211 | METER SUPPLIES | METERING & TECHNOLOGY S | WATER METERS | INV6032 | 08/21/2024 | 975.64 | 133273 |
| 620-40000-00224 | REPAIR & MAINT - MOTOR EQUIP | NAPA AUTO PARTS-LONG LA | 2015 GMC SIERRA PART | 606058 | 08/28/2024 | 18.21 | 133362 |
| 620-40000-00225 | REPAIR & MAINT - SYSTEM | FERGUSON ENTERPRISES, I | PARTS | 0821035 | 08/28/2024 | 35.47 | 133340 |
| 620-40000-00240 | SMALL TOOLS AND MINOR EQUIP | FLEXIBLE PIPE TOOL COMP | PARTS | 30407 | 08/21/2024 | 498.00 | 133250 |
| 620-40000-00301 | FINANCIAL CONSULTANT SERVICES | ABDO FINANCIAL SOLUTION | FINANCIAL CONSULTANT | 493997 | 08/21/2024 | 252.00 | 133218 |
| 620-40000-00323 | SERVICE | POPP TELECOM | LIFT STATION SERVICE | 08162024 | 08/28/2024 | 49.97 | 133370 |
| 620-40000-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER MAINT | INV12822208 | 08/21/2024 | 170.72 | 133271 |
| 620-40000-00404 | REPAIRS/MAINT - MACHIN/EQUIP | MARCO | PW COPIER | INV12834894 | 08/28/2024 | 61.35 | 133355 |
| 620-40000-00405 | MAINT/REPLAC - SYSTEM | GRAINGER, INC. | PARTS | 9213824072 | 08/21/2024 | 58.37 | 133253 |
| 620-40000-00405 | LIFT STATION RADIO REPAIR | INTEGRATED PROCESS SOLU | RADIOS PROGRAMMED | SI002646 | 08/21/2024 | 618.60 | 133260 |
| 620-40000-00405 | LS 12 IMPELLERS | W.W. GOETSCH ASSOCIATES | LIFT 12 PARTS/INSTAL | 113038 | 08/28/2024 | 5,458.27 | 133390 |
| 620-40000-00409 | ANNUAL SEWER TELEVISING | PIPE SERVICES | ANNUAL SEWER CLEANIN | 1144 | 08/28/2024 | 14,938.69 | 133369 |
| 620-40000-00433 | WASTEWATER CERT - DORNISCH | MN POLLUTION CONTROL AG | WASTEWATER CERTIFICA | 08232024 | 08/28/2024 | 55.00 | 133360 |
| 620-40000-00433 | DUES, LICENSING & SEMINARS | MN POLLUTION CONTROL AG | 2024 WASTEWATER SEMI | 08232024-1 | 08/28/2024 | 585.00 | 133360 |
| | | | Total Department 40000 General Department | | | 25,974.24 | |
| | | | Total Fund 620 SEWER FUND | | | 25,974.24 | |
| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 00000 ALL DEPARTMENTS** | | | | | | | |
| 640-00000-10150 | ATM | CASH - OLD NATIONAL | ATM FILL | 08272024 | 08/28/2024 | 15,000.00 | 133327 |
| 640-00000-10150 | ATM | CASH - OLD NATIONAL | ATM FILL | 08212024 | 08/21/2024 | 15,000.00 | 133235 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
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| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 00000 ALL DEPARTMENTS** | | | | | | | |
| | | | | Total Department 00000 ALL DEPARTMENTS | | 30,000.00 | |
| **Department: 47000 Off-Sale** | | | | | | | |
| 640-47000-00210 | OPERATING SUPPLIES (GENERAL) | BELLBOY BAR SUPPLY CORP | SUPPLIES & MIX | 0108750400 | 08/28/2024 | 171.00 | 133322 |
| 640-47000-00210 | OPERATING SUPPLIES (GENERAL) | VAN PAPER COMPANY | STORE SUPPLIES | 080397 | 08/21/2024 | 114.28 | 133308 |
| 640-47000-00251 | LIQ RESALE | BELLBOY BAR SUPPLY CORP | LIQUOR & MIX | 0204600600 | 08/21/2024 | 575.67 | 133225 |
| 640-47000-00251 | LIQUOR | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117220805 | 08/28/2024 | 2,789.35 | 133325 |
| 640-47000-00251 | LIQUOR | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117264622 | 08/28/2024 | 316.27 | 133325 |
| 640-47000-00251 | LIQUOR | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117268256 | 08/28/2024 | 2,114.64 | 133325 |
| 640-47000-00251 | LIQUOR | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107405 | 08/21/2024 | 2,020.89 | 133232 |
| 640-47000-00251 | LIQUOR | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2598665 | 08/21/2024 | 2,980.70 | 133264 |
| 640-47000-00251 | LIQUOR | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2603253 | 08/28/2024 | 1,839.20 | 133347 |
| 640-47000-00251 | LIQUOR | PHILLIPS WINES & SPIRIT | LIQUOR & BEER | 6830731 | 08/28/2024 | 681.20 | 133368 |
| 640-47000-00251 | LIQUOR | PHILLIPS WINES & SPIRIT | LIQUOR & WINE | 6762036CM | 08/21/2024 | (3.33) | 133287 |
| 640-47000-00251 | LIQUOR | SOUTHERN GLAZER`S | LIQUOR & WINE | 2517069 | 08/28/2024 | 1,334.59 | 133378 |
| 640-47000-00251 | LIQUOR | SOUTHERN GLAZER`S | LIQUOR & WINE | 2514269 | 08/21/2024 | 3,322.99 | 133293 |
| 640-47000-00251 | LIQUOR FOR RESALE | WINEBOW | WINE | MN00152373 | 08/21/2024 | 252.00 | 133315 |
| 640-47000-00251 | LIQUOR FOR RESALE | WINEBOW | LIQUOR | MN00152843 | 08/28/2024 | 270.00 | 133394 |
| 640-47000-00252 | WINE FOR RESALE | BELLBOY BAR SUPPLY CORP | LIQUOR & MIX | 0204600600 | 08/21/2024 | 180.00 | 133225 |
| 640-47000-00252 | WINE | BOURGET IMPORTS | WINE | 209503 | 08/21/2024 | 948.00 | 133229 |
| 640-47000-00252 | WINE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117220804 | 08/28/2024 | 1,864.00 | 133325 |
| 640-47000-00252 | WINE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107407 | 08/21/2024 | 4,982.54 | 133232 |
| 640-47000-00252 | WINE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107408 | 08/21/2024 | 208.00 | 133232 |
| 640-47000-00252 | WINE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107406 | 08/21/2024 | 346.50 | 133232 |
| 640-47000-00252 | WINE | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2598666 | 08/21/2024 | 4,564.00 | 133264 |
| 640-47000-00252 | WINE | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2594236 | 08/21/2024 | 8,400.00 | 133264 |
| 640-47000-00252 | WINE | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2603254 | 08/28/2024 | 1,417.50 | 133347 |
| 640-47000-00252 | WINE | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2603253 | 08/28/2024 | 117.00 | 133347 |
| 640-47000-00252 | WINE RESALE | LIBATION PROJECT | WINE | 75449 | 08/28/2024 | 552.00 | 133351 |
| 640-47000-00252 | WINE | MAVERICK WINE CO. | LIQUOR & WINE | 1329112 | 08/28/2024 | 2,080.80 | 133356 |
| 640-47000-00252 | WINE | MAVERICK WINE CO. | LIQUOR & WINE | 1326184 | 08/21/2024 | 276.00 | 133272 |
| 640-47000-00252 | WINE | MAVERICK WINE CO. | LIQUOR & WINE | 1325006 | 08/21/2024 | 536.04 | 133272 |
| 640-47000-00252 | WINE RESALE | NEW FRANCE WINE COMPANY | WINE | 227332 | 08/28/2024 | 904.00 | 133363 |
| 640-47000-00252 | WINE RESALE | NEW FRANCE WINE COMPANY | WINE | 227031 | 08/21/2024 | 938.00 | 133280 |
| 640-47000-00252 | WINE RESALE | PAUSTIS & SONS | WINE | 243759 | 08/21/2024 | 1,936.00 | 133284 |
| 640-47000-00252 | WINE RESALE | PHILLIPS WINES & SPIRIT | LIQUOR & WINE | 6830732 | 08/28/2024 | 1,290.85 | 133368 |
| 640-47000-00252 | WINE RESALE | PHILLIPS WINES & SPIRIT | LIQUOR & WINE | 6826912 | 08/21/2024 | 1,897.25 | 133287 |
| 640-47000-00252 | WINE | SOUTHERN GLAZER`S | LIQUOR & WINE | 2517070 | 08/28/2024 | 2,535.92 | 133378 |
| 640-47000-00252 | WINE | SOUTHERN GLAZER`S | LIQUOR & WINE | 2514271 | 08/21/2024 | 494.02 | 133293 |
| 640-47000-00252 | WINE | SOUTHERN GLAZER`S | LIQUOR & WINE | 2514270 | 08/21/2024 | 1,504.84 | 133293 |
| 640-47000-00252 | WINE | VINOCOPIA | WINE | 0356044 | 08/21/2024 | 356.00 | 133310 |
| 640-47000-00252 | WINE | VINOCOPIA | WINE | 0356348 | 08/28/2024 | 488.00 | 133389 |
| 640-47000-00252 | WINE RESALE | WINE COMPANY | WINE | 275465 | 08/21/2024 | 1,426.00 | 133313 |
| 640-47000-00252 | WINE RESALE | WINE COMPANY | WINE | 276074 | 08/28/2024 | 1,125.00 | 133392 |
| 640-47000-00252 | WINE | WINE MERCHANT | WINE | 7484469 | 08/28/2024 | 4,388.00 | 133393 |
| 640-47000-00252 | WINE | WINE MERCHANT | WINE | 7483562 | 08/21/2024 | 6,965.60 | 133314 |
| 640-47000-00252 | WINE RESALE | WINEBOW | WINE | MN00152373 | 08/21/2024 | 867.00 | 133315 |
| 640-47000-00252 | WINE RESALE | WINEBOW | WINE & MIX | MN00152706 | 08/28/2024 | 320.00 | 133394 |
| 640-47000-00252 | WINE RESALE | Z WINES USA LLC | WINE | 27335 | 08/21/2024 | 240.00 | 133316 |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3704801 | 08/28/2024 | 148.10 | 133320 |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3701213 | 08/21/2024 | 36.90 | 133222 |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3690638CM | 08/21/2024 | (41.56) | 133222 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
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| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 47000 Off-Sale** | | | | | | | |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3697598CM | 08/21/2024 | (54.34) | 133222 |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3701214 | 08/21/2024 | 701.80 | 133222 |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3701215 | 08/21/2024 | 235.20 | 133222 |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3702990 | 08/21/2024 | 490.40 | 133222 |
| 640-47000-00253 | BEER RESALE | ARTISAN BEER COMPANY | BEER | 3702991 | 08/21/2024 | 133.95 | 133222 |
| 640-47000-00253 | BEER | BREAKTHRU BEVERAGE | BEER | 117106827 | 08/21/2024 | 414.85 | 133231 |
| 640-47000-00253 | BEER | BREAKTHRU BEVERAGE | BEER | 117106825 | 08/21/2024 | 235.00 | 133231 |
| 640-47000-00253 | BEER | BREAKTHRU BEVERAGE | BEER | 117106826 | 08/21/2024 | 4,525.92 | 133231 |
| 640-47000-00253 | BEER | BREAKTHRU BEVERAGE | BEER | 117211873 | 08/28/2024 | 319.10 | 133324 |
| 640-47000-00253 | BEER | BREAKTHRU BEVERAGE | BEER | 117211872 | 08/28/2024 | 2,029.25 | 133324 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3001357CM | 08/21/2024 | (34.00) | 133234 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3018026 | 08/21/2024 | 2,177.05 | 133234 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3018025 | 08/21/2024 | (5.19) | 133234 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3016766 | 08/21/2024 | 114.75 | 133234 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3015469 | 08/21/2024 | 2,172.40 | 133234 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3015468 | 08/21/2024 | (8.38) | 133234 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3015467 | 08/21/2024 | 63.80 | 133234 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3024211 | 08/28/2024 | 547.90 | 133326 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3021143 | 08/28/2024 | 62.30 | 133326 |
| 640-47000-00253 | BEER | CAPITOL BEVERAGE SALES | BEER | 3021144 | 08/28/2024 | 4,016.85 | 133326 |
| 640-47000-00253 | BEER | CLEAR RIVER BEVERAGE CO | BEER | 763227 | 08/28/2024 | 378.00 | 133333 |
| 640-47000-00253 | BEER | DAHLHEIMER DISTRIBUTING | BEER | 2261351 | 08/28/2024 | (153.60) | 133335 |
| 640-47000-00253 | BEER | DAHLHEIMER DISTRIBUTING | BEER | 2261315 | 08/28/2024 | 710.65 | 133335 |
| 640-47000-00253 | BEER | DAHLHEIMER DISTRIBUTING | BEER | 2255499 | 08/21/2024 | 1,922.20 | 133241 |
| 640-47000-00253 | BEER RESALE | HOHENSTEINS INC. | BEER | 738661 | 08/21/2024 | 1,648.50 | 133257 |
| 640-47000-00253 | BEER RESALE | HOHENSTEINS INC. | BEER | 738662 | 08/21/2024 | 877.50 | 133257 |
| 640-47000-00253 | BEER RESALE | HOHENSTEINS INC. | BEER | 378660 | 08/21/2024 | 55.00 | 133257 |
| 640-47000-00253 | BEER RESALE | HOHENSTEINS INC. | BEER | 742789 | 08/28/2024 | 511.40 | 133344 |
| 640-47000-00253 | BEER | INBOUND BREWCO | BEER | 240870 | 08/21/2024 | 207.00 | 133258 |
| 640-47000-00253 | BEER FOR RESALE | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2598665 | 08/21/2024 | 2,600.00 | 133264 |
| 640-47000-00253 | BEER | LUCE LINE BREWING CO. | BEER | E-2830 | 08/28/2024 | 65.00 | 133354 |
| 640-47000-00253 | BEER FOR RESALE | MONTGOMERY BREWING | BEER | 4454 | 08/21/2024 | 157.00 | 133277 |
| 640-47000-00253 | BEER FOR RESALE | PHILLIPS WINES & SPIRIT | LIQUOR & BEER | 6830731 | 08/28/2024 | 177.33 | 133368 |
| 640-47000-00253 | BEER | PRYES BREWING COMPANY L | BEER | 11771 | 08/28/2024 | 279.00 | 133371 |
| 640-47000-00254 | MISC.MIX | BELLBOY BAR SUPPLY CORP | SUPPLIES & MIX | 0108750400 | 08/28/2024 | 172.00 | 133322 |
| 640-47000-00254 | SOFT DRINKS/MIX FOR RESALE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117220803 | 08/28/2024 | 202.23 | 133325 |
| 640-47000-00254 | MISC.BEV | PEPSI COLA | MISC BEV | 30059604 | 08/21/2024 | 343.70 | 133285 |
| 640-47000-00254 | ICE | SHAMROCK GROUP | ICE | 3056308 | 08/28/2024 | 148.10 | 133375 |
| 640-47000-00254 | ICE | SHAMROCK GROUP | ICE | 3058410 | 08/28/2024 | 56.28 | 133375 |
| 640-47000-00254 | ICE | SHAMROCK GROUP | ICE | 3053705 | 08/21/2024 | 161.80 | 133290 |
| 640-47000-00254 | ICE | SHAMROCK GROUP | ICE | 3056178 | 08/21/2024 | 52.94 | 133290 |
| 640-47000-00254 | ICE | SHAMROCK GROUP | ICE | 3055522 | 08/21/2024 | 103.08 | 133290 |
| 640-47000-00254 | SOFT DRINKS/MIX FOR RESALE | SOUTHERN GLAZER`S | MIX | 2517071 | 08/28/2024 | 230.00 | 133378 |
| 640-47000-00254 | MISC.BEV | SUMMER LAKES BEVERAGE L | MIX | 8096 | 08/21/2024 | 2,970.00 | 133297 |
| 640-47000-00254 | SOFT DRINKS/MIX FOR RESALE | WINE COMPANY | WINE | 275465 | 08/21/2024 | 99.00 | 133313 |
| 640-47000-00254 | SOFT DRINKS/MIX FOR RESALE | WINEBOW | WINE & MIX | MN00152706 | 08/28/2024 | 63.00 | 133394 |
| 640-47000-00256 | CIGARETTES | M.AMUNDSON LLP | CIGARETTES & CIGARS | 387535 | 08/21/2024 | 1,567.42 | 133269 |
| 640-47000-00257 | THC PRODUCTS | ARTISAN BEER COMPANY | THC PRODUCTS | 3704802 | 08/28/2024 | 147.65 | 133320 |
| 640-47000-00257 | THC PRODUCTS | BETTER BEV CO LLC | THC PRODUCTS | 01070 | 08/21/2024 | 486.00 | 133227 |
| 640-47000-00257 | THC PRODUCTS | DAHLHEIMER DISTRIBUTING | BEER | 2260523 | 08/21/2024 | 684.00 | 133241 |
| 640-47000-00257 | THC PRODUCTS | DAHLHEIMER DISTRIBUTING | THC PRODUCTS | 2261314 | 08/28/2024 | 3,029.00 | 133335 |
| 640-47000-00257 | THC PRODUCTS | DAHLHEIMER DISTRIBUTING | BEER | 2255498 | 08/21/2024 | 193.00 | 133241 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 47000 Off-Sale** | | | | | | | |
| 640-47000-00257 | THC PRODUCTS | HOHENSTEINS INC. | THC PRODUCTS | 742790 | 08/28/2024 | 1,906.50 | 133344 |
| 640-47000-00257 | THC PRODUCTS | NOTHING BUT HEMP | THC PRODUCTS | 1905 | 08/28/2024 | 261.00 | 133364 |
| 640-47000-00257 | THC PRODUCTS | VENN BREWING COMPANY | THC PRODUCTS | 6981 | 08/28/2024 | 440.00 | 133388 |
| 640-47000-00259 | FREIGHT | BELLBOY BAR SUPPLY CORP | LIQUOR & MIX | 0204600600 | 08/21/2024 | 9.88 | 133225 |
| 640-47000-00259 | FREIGHT | BELLBOY BAR SUPPLY CORP | SUPPLIES & MIX | 0108750400 | 08/28/2024 | 7.60 | 133322 |
| 640-47000-00259 | FREIGHT | BOURGET IMPORTS | WINE | 209503 | 08/21/2024 | 14.00 | 133229 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117220804 | 08/28/2024 | 14.50 | 133325 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117220803 | 08/28/2024 | 10.15 | 133325 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117220805 | 08/28/2024 | 21.03 | 133325 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117264622 | 08/28/2024 | 0.24 | 133325 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117268256 | 08/28/2024 | 17.40 | 133325 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107407 | 08/21/2024 | 39.39 | 133232 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107408 | 08/21/2024 | 2.90 | 133232 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107406 | 08/21/2024 | 2.90 | 133232 |
| 640-47000-00259 | FREIGHT | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117107405 | 08/21/2024 | 15.95 | 133232 |
| 640-47000-00259 | FREIGHT | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2598666 | 08/21/2024 | 51.11 | 133264 |
| 640-47000-00259 | FREIGHT | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2598665 | 08/21/2024 | 98.56 | 133264 |
| 640-47000-00259 | FREIGHT | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2600826 | 08/21/2024 | 29.21 | 133264 |
| 640-47000-00259 | FREIGHT | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2594236 | 08/21/2024 | 84.68 | 133264 |
| 640-47000-00259 | FREIGHT | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2582197 | 08/21/2024 | 3.08 | 133264 |
| 640-47000-00259 | FREIGHT | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2603254 | 08/28/2024 | 21.90 | 133347 |
| 640-47000-00259 | FREIGHT | JOHNSON BROS.-ST.PAUL | LIQUOR & WINE | 2603253 | 08/28/2024 | 17.52 | 133347 |
| 640-47000-00259 | FREIGHT | LIBATION PROJECT | WINE | 75449 | 08/28/2024 | 4.00 | 133351 |
| 640-47000-00259 | FREIGHT | MAVERICK WINE CO. | LIQUOR & WINE | 1329112 | 08/28/2024 | 36.00 | 133356 |
| 640-47000-00259 | FREIGHT | MAVERICK WINE CO. | LIQUOR & WINE | 1326184 | 08/21/2024 | 1.50 | 133272 |
| 640-47000-00259 | FREIGHT | MAVERICK WINE CO. | LIQUOR & WINE | 1325006 | 08/21/2024 | 4.50 | 133272 |
| 640-47000-00259 | FREIGHT | NEW FRANCE WINE COMPANY | WINE | 227332 | 08/28/2024 | 12.50 | 133363 |
| 640-47000-00259 | FREIGHT | NEW FRANCE WINE COMPANY | WINE | 227031 | 08/21/2024 | 5.00 | 133280 |
| 640-47000-00259 | FREIGHT | PAUSTIS & SONS | WINE | 243759 | 08/21/2024 | 22.50 | 133284 |
| 640-47000-00259 | FREIGHT | PHILLIPS WINES & SPIRIT | LIQUOR & WINE | 6830732 | 08/28/2024 | 18.98 | 133368 |
| 640-47000-00259 | FREIGHT | PHILLIPS WINES & SPIRIT | LIQUOR & BEER | 6830731 | 08/28/2024 | 10.84 | 133368 |
| 640-47000-00259 | FREIGHT | PHILLIPS WINES & SPIRIT | LIQUOR & WINE | 6826912 | 08/21/2024 | 20.44 | 133287 |
| 640-47000-00259 | FREIGHT | SHAMROCK GROUP | ICE | 3056308 | 08/28/2024 | 4.00 | 133375 |
| 640-47000-00259 | FREIGHT | SHAMROCK GROUP | ICE | 3058410 | 08/28/2024 | 4.00 | 133375 |
| 640-47000-00259 | FREIGHT | SHAMROCK GROUP | ICE | 3053705 | 08/21/2024 | 4.00 | 133290 |
| 640-47000-00259 | FREIGHT | SHAMROCK GROUP | ICE | 3056178 | 08/21/2024 | 4.00 | 133290 |
| 640-47000-00259 | FREIGHT | SHAMROCK GROUP | ICE | 3055522 | 08/21/2024 | 4.00 | 133290 |
| 640-47000-00259 | FREIGHT | SOUTHERN GLAZER`S | LIQUOR & WINE | 2517070 | 08/28/2024 | 14.93 | 133378 |
| 640-47000-00259 | FREIGHT | SOUTHERN GLAZER`S | MIX | 2517071 | 08/28/2024 | 12.80 | 133378 |
| 640-47000-00259 | FREIGHT | SOUTHERN GLAZER`S | LIQUOR & WINE | 2517069 | 08/28/2024 | 15.36 | 133378 |
| 640-47000-00259 | FREIGHT | SOUTHERN GLAZER`S | LIQUOR & WINE | 2514269 | 08/21/2024 | 20.69 | 133293 |
| 640-47000-00259 | FREIGHT | SOUTHERN GLAZER`S | LIQUOR & WINE | 2514271 | 08/21/2024 | 3.95 | 133293 |
| 640-47000-00259 | FREIGHT | SOUTHERN GLAZER`S | LIQUOR & WINE | 2514270 | 08/21/2024 | 10.66 | 133293 |
| 640-47000-00259 | FREIGHT | VINOCOPIA | WINE | 0356044 | 08/21/2024 | 7.50 | 133310 |
| 640-47000-00259 | FREIGHT | VINOCOPIA | WINE | 0356348 | 08/28/2024 | 7.50 | 133389 |
| 640-47000-00259 | FREIGHT | WINE COMPANY | WINE | 275465 | 08/21/2024 | 24.40 | 133313 |
| 640-47000-00259 | FREIGHT | WINE COMPANY | WINE | 276074 | 08/28/2024 | 13.15 | 133392 |
| 640-47000-00259 | FREIGHT | WINE MERCHANT | WINE | 7484469 | 08/28/2024 | 92.00 | 133393 |
| 640-47000-00259 | FREIGHT | WINE MERCHANT | WINE | 7483562 | 08/21/2024 | 28.23 | 133314 |
| 640-47000-00259 | FREIGHT | WINEBOW | WINE | MN00152373 | 08/21/2024 | 13.50 | 133315 |
| 640-47000-00259 | FREIGHT | WINEBOW | WINE & MIX | MN00152706 | 08/28/2024 | 4.50 | 133394 |
| 640-47000-00259 | FREIGHT | Z WINES USA LLC | WINE | 27335 | 08/21/2024 | 5.00 | 133316 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 47000 Off-Sale** | | | | | | | |
| 640-47000-00301 | FINANCIAL CONSULTANT SERVICES | ABDO FINANCIAL SOLUTION | FINANCIAL CONSULTANT | 493997 | 08/21/2024 | 401.25 | 133218 |
| 640-47000-00340 | ADVERTISING | CHRISTMAS DECOR | HOLIDAY DECORATION | 08262024 | 08/28/2024 | 1,234.61 | 133329 |
| 640-47000-00340 | ADVERTISING | SAVEON | STORE POSTCARD MAILE | 2024-568869 | 08/28/2024 | 2,720.64 | 133374 |
| 640-47000-00404 | REPAIRS/MAINT - MACHIN/EQUIP | LOFFLER COMPANIES, INC. | STORE/B&G COPIER MAI | 4774407 | 08/28/2024 | 183.50 | 133353 |
| 640-47000-00409 | BLDG.MAINT. | MINNEHAHA BLDG.MAINT.IN | WINDOWS CLEANED | 180268807 | 08/21/2024 | 55.35 | 133275 |
| 640-47000-00433 | OVERHEAD MUSIC | MOOD MEDIA | OVERHEAD MUSIC | 58416421 | 08/28/2024 | 80.15 | 133361 |
| | | | | Total Department 47000 Off-Sale | | 119,529.97 | |
| **Department: 48000 On-Sale** | | | | | | | |
| 640-48000-00210 | BAR SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 235859 | 08/21/2024 | (64.27) | 133286 |
| 640-48000-00210 | BAR SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 208999 | 08/21/2024 | 94.21 | 133286 |
| 640-48000-00210 | BAR SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 233637 | 08/21/2024 | 87.55 | 133286 |
| 640-48000-00210 | BAR SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 238380 | 08/28/2024 | 282.53 | 133367 |
| 640-48000-00210 | SUPPLIES | TOLL GAS & WELDING SUPP | BAR SUPPLIES | 0010578889 | 08/21/2024 | 170.34 | 133302 |
| 640-48000-00210 | SUPPLIES | TOLL GAS & WELDING SUPP | BAR SUPPLIES | 0010579908 | 08/28/2024 | 126.76 | 133380 |
| 640-48000-00210 | BAR SUPPLIES | TRIMARK | SUPPLIES | 3214320 | 08/28/2024 | 179.90 | 133382 |
| 640-48000-00210 | BAR SUPPLIES | TRIO SUPPLY COMPANY | KITCHEN & BAR SUPPLI | 935209 | 08/28/2024 | 102.64 | 133383 |
| 640-48000-00210 | BAR SUPPLIES | TRIO SUPPLY COMPANY | KITCHEN & BAR SUPPLI | 935214 | 08/28/2024 | 68.07 | 133383 |
| 640-48000-00210 | BAR SUPPLIES | TRIO SUPPLY COMPANY | KITCHEN & BAR SUPPLI | 933939 | 08/21/2024 | 189.36 | 133304 |
| 640-48000-00251 | LIQUOR FOR RESALE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117292261 | 08/28/2024 | 651.00 | 133325 |
| 640-48000-00251 | LIQUOR FOR RESALE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117185540 | 08/21/2024 | 610.60 | 133232 |
| 640-48000-00251 | LIQUOR | PERFORMANCE FOOD GROUP, | FOOD | 235394 | 08/21/2024 | 248.77 | 133286 |
| 640-48000-00251 | LIQUOR | PERFORMANCE FOOD GROUP, | FOOD | 233637 | 08/21/2024 | 45.64 | 133286 |
| 640-48000-00251 | LIQUOR | PERFORMANCE FOOD GROUP, | FOOD | 238629 | 08/21/2024 | 104.90 | 133286 |
| 640-48000-00251 | LIQUOR | PERFORMANCE FOOD GROUP, | FOOD | 247661 | 08/28/2024 | 125.72 | 133367 |
| 640-48000-00251 | LIQUOR | PERFORMANCE FOOD GROUP, | FOOD | 241742 | 08/28/2024 | 158.85 | 133367 |
| 640-48000-00251 | LIQUOR | US FOODS | FOOD | 4375524 | 08/21/2024 | 144.21 | 133307 |
| 640-48000-00251 | LIQUOR | US FOODS | FOOD | 4545586 | 08/28/2024 | 145.46 | 133386 |
| 640-48000-00251 | LIQUOR | US FOODS | FOOD | 4185038 | 08/21/2024 | 79.97 | 133307 |
| 640-48000-00252 | WINE FOR RESALE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117292261 | 08/28/2024 | 333.95 | 133325 |
| 640-48000-00252 | WINE FOR RESALE | BREAKTHRU BEVERAGE MN | LIQUOR & WINE | 117185540 | 08/21/2024 | 138.00 | 133232 |
| 640-48000-00252 | WINE FOR RESALE | WINE MERCHANT | WINE | 74844862 | 08/28/2024 | 442.50 | 133393 |
| 640-48000-00253 | BEER FOR RESALE | BREAKTHRU BEVERAGE | BEER | 117184822 | 08/21/2024 | 145.00 | 133231 |
| 640-48000-00253 | BEER FOR RESALE | BREAKTHRU BEVERAGE | BEER | 117183955 | 08/21/2024 | 118.00 | 133231 |
| 640-48000-00253 | BEER FOR RESALE | BREAKTHRU BEVERAGE | BEER | 117291704 | 08/28/2024 | 1,210.00 | 133324 |
| 640-48000-00253 | BEER FOR RESALE | CAPITOL BEVERAGE SALES | BEER | 3023175 | 08/21/2024 | 673.00 | 133234 |
| 640-48000-00253 | BEER FOR RESALE | CAPITOL BEVERAGE SALES | BEER | 3026533 | 08/28/2024 | 582.00 | 133326 |
| 640-48000-00253 | BEER FOR RESALE | DAHLHEIMER DISTRIBUTING | BEER | 2266204 | 08/28/2024 | 299.00 | 133335 |
| 640-48000-00253 | BEER FOR RESALE | HOHENSTEINS INC. | BEER | 744816 | 08/28/2024 | 195.00 | 133344 |
| 640-48000-00254 | MISC.BEV. | PERFORMANCE FOOD GROUP, | FOOD | 208999 | 08/21/2024 | 144.55 | 133286 |
| 640-48000-00254 | MISC.BEV. | PERFORMANCE FOOD GROUP, | FOOD | 235394 | 08/21/2024 | 63.83 | 133286 |
| 640-48000-00254 | MISC.BEV. | PERFORMANCE FOOD GROUP, | FOOD | 233637 | 08/21/2024 | 320.94 | 133286 |
| 640-48000-00254 | MISC.BEV. | PERFORMANCE FOOD GROUP, | FOOD | 238629 | 08/21/2024 | 239.57 | 133286 |
| 640-48000-00254 | MISC.BEV. | PERFORMANCE FOOD GROUP, | FOOD | 247661 | 08/28/2024 | 173.67 | 133367 |
| 640-48000-00254 | MISC.BEV. | PERFORMANCE FOOD GROUP, | FOOD | 241742 | 08/28/2024 | 63.83 | 133367 |
| 640-48000-00254 | MISC.BEV. | PERFORMANCE FOOD GROUP, | FOOD | 244007 | 08/28/2024 | 362.97 | 133367 |
| 640-48000-00301 | FINANCIAL CONSULTANT SERVICES | ABDO FINANCIAL SOLUTION | FINANCIAL CONSULTANT | 493997 | 08/21/2024 | 401.25 | 133218 |
| 640-48000-00340 | ADVERTISING | CHRISTMAS DECOR | HOLIDAY DECORATION | 08262024 | 08/28/2024 | 1,234.60 | 133329 |
| 640-48000-00404 | REPAIRS/MAINT - MACHIN/EQUIP | LOFFLER COMPANIES, INC. | STORE/B&G COPIER MAI | 4774407 | 08/28/2024 | 183.50 | 133353 |
| 640-48000-00409 | REPAIRS/MAINT BUILDINGS | ENVIRO-MASTER SERVICES | DRAIN MAINTENANCE | MIN-189015 | 08/21/2024 | 50.54 | 133249 |
| 640-48000-00409 | REPAIRS/MAINT BUILDINGS | ENVIRO-MASTER SERVICES | DRAIN MAINTENANCE | MIN-189546 | 08/28/2024 | 50.54 | 133339 |
| 640-48000-00409 | BLDG.MAINT. | MINNEHAHA BLDG.MAINT.IN | WINDOWS CLEANED | 180268806 | 08/21/2024 | 81.39 | 133275 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 48000 On-Sale** | | | | | | | |
| 640-48000-00409 | BEER LINE SERVICE | T.D. ANDERSON INC. | BEER LINES CLEANED | 297367 | 08/21/2024 | 145.00 | 133299 |
| 640-48000-00433 | OVERHEAD MUSIC | MOOD MEDIA | OVERHEAD MUSIC | 58416421 | 08/28/2024 | 80.15 | 133361 |
| | | | | Total Department 48000 On-Sale | | 11,284.99 | |
| **Department: 48500 Kitchen** | | | | | | | |
| 640-48500-00210 | OPERATING SUPPLIES (GENERAL) | CINTAS - OHIO | MUNI FIRST AID SUPPL | 5225858219 | 08/28/2024 | 81.02 | 133330 |
| 640-48500-00210 | KITCHEN SUPPLIES | CINTAS CORPORATION | KITCHEN SUPPLIES | 4202666808 | 08/28/2024 | 456.16 | 133331 |
| 640-48500-00210 | KITCHEN SUPPLIES | CINTAS CORPORATION | KITCHEN SUPPLIES | 4201956409 | 08/21/2024 | 456.16 | 133237 |
| 640-48500-00210 | KITCHEN SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 208999 | 08/21/2024 | 176.82 | 133286 |
| 640-48500-00210 | KITCHEN SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 235394 | 08/21/2024 | 179.88 | 133286 |
| 640-48500-00210 | KITCHEN SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 233637 | 08/21/2024 | 323.13 | 133286 |
| 640-48500-00210 | KITCHEN SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 238629 | 08/21/2024 | 104.28 | 133286 |
| 640-48500-00210 | KITCHEN SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 247661 | 08/28/2024 | 180.92 | 133367 |
| 640-48500-00210 | KITCHEN SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 241742 | 08/28/2024 | 296.70 | 133367 |
| 640-48500-00210 | KITCHEN SUPPLIES | PERFORMANCE FOOD GROUP, | FOOD | 244007 | 08/28/2024 | 211.06 | 133367 |
| 640-48500-00210 | KITCHEN SUPPLIES | TRIMARK | SUPPLIES | 3208035 | 08/21/2024 | 651.40 | 133303 |
| 640-48500-00210 | KITCHEN SUPPLIES | TRIMARK | SUPPLIES | 3214320 | 08/28/2024 | 233.12 | 133382 |
| 640-48500-00210 | KITCHEN SUPPLIES | TRIO SUPPLY COMPANY | KITCHEN & BAR SUPPLI | 935209 | 08/28/2024 | 49.98 | 133383 |
| 640-48500-00210 | KITCHEN SUPPLIES | TRIO SUPPLY COMPANY | KITCHEN & BAR SUPPLI | 935214 | 08/28/2024 | 786.78 | 133383 |
| 640-48500-00210 | KITCHEN SUPPLIES | TRIO SUPPLY COMPANY | KITCHEN & BAR SUPPLI | 933939 | 08/21/2024 | 876.22 | 133304 |
| 640-48500-00217 | KITCHEN UNIFORMS | CINTAS CORPORATION | KITCHEN SUPPLIES | 4202666808 | 08/28/2024 | 73.84 | 133331 |
| 640-48500-00217 | KITCHEN UNIFORMS | CINTAS CORPORATION | KITCHEN SUPPLIES | 4201956409 | 08/21/2024 | 73.84 | 133237 |
| 640-48500-00255 | FOODINGREDIENTS FOR RESALE | BILL'S IMPORTED FOODS | FOOD | 139399 | 08/28/2024 | 611.63 | 133323 |
| 640-48500-00255 | FOODINGREDIENTS FOR RESALE | DENNY'S 5TH AVENUE BAKE | FOOD | 34079 | 08/28/2024 | 112.49 | 133336 |
| 640-48500-00255 | FOODINGREDIENTS FOR RESALE | DENNY'S 5TH AVENUE BAKE | FOOD | 33912 | 08/28/2024 | 168.66 | 133336 |
| 640-48500-00255 | FOODINGREDIENTS FOR RESALE | DENNY'S 5TH AVENUE BAKE | FOOD | 33626 | 08/21/2024 | 99.55 | 133243 |
| 640-48500-00255 | FOODINGREDIENTS FOR RESALE | DENNY'S 5TH AVENUE BAKE | FOOD | 33526 | 08/21/2024 | 152.74 | 133243 |
| 640-48500-00255 | FOODINGREDIENTS FOR RESALE | EDDIE M'S LLC | FOOD | 260636 | 08/28/2024 | 472.66 | 133338 |
| 640-48500-00255 | FOODINGREDIENTS FOR RESALE | EDDIE M'S LLC | FOOD | 259386 | 08/21/2024 | 472.66 | 133247 |
| 640-48500-00255 | FOOD | KARLSBURGER FOODS, INC. | FOOD | 009061466 | 08/28/2024 | 256.20 | 133349 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 208999 | 08/21/2024 | 5,689.98 | 133286 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 235394 | 08/21/2024 | 5,028.84 | 133286 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 233637 | 08/21/2024 | 5,229.01 | 133286 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 238629 | 08/21/2024 | 4,539.26 | 133286 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 247661 | 08/28/2024 | 4,105.30 | 133367 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 241742 | 08/28/2024 | 5,700.81 | 133367 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 245011 | 08/28/2024 | 24.87 | 133367 |
| 640-48500-00255 | FOOD | PERFORMANCE FOOD GROUP, | FOOD | 244007 | 08/28/2024 | 5,633.33 | 133367 |
| 640-48500-00255 | FOOD | US FOODS | FOOD | 5934900CM | 08/21/2024 | (0.50) | 133307 |
| 640-48500-00255 | FOOD | US FOODS | FOOD | 5934901CM | 08/21/2024 | (0.50) | 133307 |
| 640-48500-00255 | FOOD | US FOODS | FOOD | 4375524 | 08/21/2024 | 1,422.16 | 133307 |
| 640-48500-00255 | FOOD | US FOODS | FOOD | 4545586 | 08/28/2024 | 1,096.92 | 133386 |
| 640-48500-00255 | FOOD | US FOODS | FOOD | 4185038 | 08/21/2024 | 1,201.33 | 133307 |
| 640-48500-00415 | KNIFE EXCHANGE | COZZINI BROS., INC. | KNIFE EXCHANGE | C16368342 | 08/21/2024 | 76.34 | 133240 |
| 640-48500-00415 | OTHER EQUIPMENT RENTALS | PERFORMANCE FOOD GROUP, | DISHWASHER LEASE | 239890 | 08/28/2024 | 226.82 | 133367 |
| 640-48500-00415 | DISHWASHER LEASE | SUNBURST CHEMICALS, INC | SUPPLIES | AR0005454 | 08/21/2024 | 107.45 | 133298 |
| | | | | Total Department 48500 Kitchen | | 47,639.32 | |
| | | | | | Total Fund 640 LIQUOR | 208,454.28 | |
| **Fund: 660 MARINA** | | | | | | | |
| **Department: 46000 MARINA** | | | | | | | |
| 660-46000-00324 | INTERNET | MEDIACOM | BEACH HOUSE SERVICE | 08202024 | 08/28/2024 | 299.95 | 133357 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 660 MARINA** | | | | | | | |
| **Department: 46000 MARINA** | | | | | | | |
| | | | | Total Department 46000 MARINA | | 299.95 | |
| | | | | Total Fund 660 MARINA | | 299.95 | |
| **Fund: 802 ESCROW PROJECTS** | | | | | | | |
| **Department: 00000 ALL DEPARTMENTS** | | | | | | | |
| 802-00000-20379 | 201 LAKE ST - ZITZLOFF | BEST & FLANAGAN | 201 LAKE ST E (WESTW | 623877-201 LAKE | 08/21/2024 | 2,250.00 | 133226 |
| 802-00000-20910 | 160 LAKEVIEW LANE | JAY PHILLIPS | 12 MONTH INSPECTION | 08 2024 | 08/21/2024 | 3,264.00 | 133263 |
| 802-00000-20918 | 715 RICE - VON GILLERN | BEST & FLANAGAN | 715 RICE ST E (VON G | 623877-715 RICE | 08/21/2024 | 1,443.75 | 133226 |
| 802-00000-20929 | 1905 WAYZATA BLVD - CWE LLC | BEST & FLANAGAN | 1903 WAYZATA BLVD | 623877-1903 WAY | 08/21/2024 | 1,787.50 | 133226 |
| | | | | Total Department 00000 ALL DEPARTMENTS | | 8,745.25 | |
| | | | | Total Fund 802 ESCROW PROJECTS | | 8,745.25 | |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Check Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| --- TOTALS BY FUND --- | | | | | | | |
| | | 101 | GENERAL FUND | | | 64,934.38 | |
| | | 233 | LAKEFRONT IMPROVE | | | 1,865,040.57 | |
| | | 235 | CABLE TV | | | 5,146.56 | |
| | | 305 | DOWNTOWN TIF DISTRICT 6 | | | 2,198.00 | |
| | | 316 | BAY CENTER TIF #5 | | | 2,198.00 | |
| | | 401 | DOWNTOWN PARKING | | | 1,500.00 | |
| | | 403 | TREE AND PLANTING | | | 13,477.46 | |
| | | 404 | PARK AND TRAIL CIP | | | 16,920.50 | |
| | | 408 | FACILITIES & INFRASTRUCTURE CIP | | | 15,191.77 | |
| | | 409 | EQUIP REVOLVING | | | 27,951.62 | |
| | | 430 | STREET CIP | | | 37,111.83 | |
| | | 610 | WATER FUND | | | 17,968.39 | |
| | | 620 | SEWER FUND | | | 25,974.24 | |
| | | 640 | LIQUOR | | | 208,454.28 | |
| | | 660 | MARINA | | | 299.95 | |
| | | 802 | ESCROW PROJECTS | | | 8,745.25 | |
| | | Total For All Funds: | | | | 2,313,112.80 | |

# INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Due Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 101 GENERAL FUND** | | | | | | | |
| **Department: 00000 ALL DEPARTMENTS** | | | | | | | |
| 101-00000-20100 | ACCOUNTS PAYABLE | OLD NATIONAL BANK | PAYROLL | 08162024 | | 213,495.68 | 3415 |
| 101-00000-20100 | ACCOUNTS PAYABLE | OLD NATIONAL BANK | PAYROLL TAXES | 08 16 2024 | | 72,580.62 | 3416 |
| 101-00000-20100 | ACCOUNTS PAYABLE | OLD NATIONAL BANK | PAYROLL HSA DEPOSITS | 08.16.2024 | | 11,774.93 | 3417 |
| 101-00000-21704 | PERA | PERA | PERA - PAYROLL | 08162024 | | 50,022.78 | 3418 |
| 101-00000-21705 | NATIONWIDE RETIREMENT | NATIONWIDE RETIREMENT | EMPLOYEE PR DEPOSITS | 08162024 | | 5,888.05 | 3414 |
| 101-00000-21709 | PW UNION DUES | AFSCME COUNCIL | PW DUES | AUGUST 2024 | | 403.34 | 3423 |
| 101-00000-21719 | MISSION SQUARE DEFFERED COMP | MISSION SQUARE RETIREME | EMPLOYEE DEFFERED CO | 08162024 | | 565.00 | 3413 |
| | | | Total Department 00000 ALL DEPARTMENTS | | | 354,730.40 | |
| **Department: 41500 Administration & Finance** | | | | | | | |
| 101-41500-00433 | PAYROLL PROCESSING | PAYLOCITY | PAYROLL PROCESSING | AUGUST 2024 | | 954.96 | 3424 |
| | | | Total Department 41500 Administration & Finance | | | 954.96 | |
| | | | Total Fund 101 GENERAL FUND | | | 355,685.36 | |
| **Fund: 610 WATER FUND** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 610-40000-00433 | PAYROLL PROCESSING | PAYLOCITY | PAYROLL PROCESSING | AUGUST 2024 | | 42.44 | 3424 |
| | | | Total Department 40000 General Department | | | 42.44 | |
| | | | Total Fund 610 WATER FUND | | | 42.44 | |
| **Fund: 620 SEWER FUND** | | | | | | | |
| **Department: 40000 General Department** | | | | | | | |
| 620-40000-00433 | PAYROLL PROCESSING | PAYLOCITY | PAYROLL PROCESSING | AUGUST 2024 | | 42.44 | 3424 |
| | | | Total Department 40000 General Department | | | 42.44 | |
| | | | Total Fund 620 SEWER FUND | | | 42.44 | |
| **Fund: 630 MOTOR VEHICLE** | | | | | | | |
| **Department: 00000 ALL DEPARTMENTS** | | | | | | | |
| 630-00000-20300 | DEPOSITS PAYABLE | STATE OF MINNESOTA | STATE DMV EFT | 08142024 | | 294,103.04 | 3421 |
| 630-00000-20300 | DEPOSITS PAYABLE | STATE OF MINNESOTA | STATE DMV EFT | 08122024 | | 406,193.92 | 3411 |
| 630-00000-20300 | DEPOSITS PAYABLE | STATE OF MINNESOTA | STATE DMV EFT | 08132024 | | 182,817.67 | 3412 |
| 630-00000-20300 | DEPOSITS PAYABLE | STATE OF MINNESOTA | STATE DMV EFT | 08152024 | | 108,759.81 | 3422 |
| 630-00000-20300 | DEPOSITS PAYABLE | STATE OF MINNESOTA | STATE DMV EFT | 08162024 | | 37,309.42 | 3425 |
| 630-00000-20300 | DEPOSITS PAYABLE | STATE OF MINNESOTA | STATE DMV EFT | 08192024 | | 375,155.65 | 3426 |
| 630-00000-20300 | DEPOSITS PAYABLE | STATE OF MINNESOTA | STATE DMV EFT | 08202024 | | 213,730.92 | 3427 |
| 630-00000-20812 | DNR REG | MN DNR | MV DNR EFT | 08162024 | | 5,156.98 | 3419 |
| 630-00000-20812 | DNR REG | MN DNR | MV DNR EFT | 08 16 2024 | | 105.00 | 3420 |
| | | | Total Department 00000 ALL DEPARTMENTS | | | 1,623,332.41 | |
| **Department: 40000 General Department** | | | | | | | |
| 630-40000-00433 | PAYROLL PROCESSING | PAYLOCITY | PAYROLL PROCESSING | AUGUST 2024 | | 84.89 | 3424 |
| | | | Total Department 40000 General Department | | | 84.89 | |
| | | | Total Fund 630 MOTOR VEHICLE | | | 1,623,417.30 | |
| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 47000 Off-Sale** | | | | | | | |
| 640-47000-00433 | PAYROLL PROCESSING | PAYLOCITY | PAYROLL PROCESSING | AUGUST 2024 | | 190.99 | 3424 |
| | | | Total Department 47000 Off-Sale | | | 190.99 | |
| **Department: 48000 On-Sale** | | | | | | | |
| 640-48000-00433 | PAYROLL PROCESSING | PAYLOCITY | PAYROLL PROCESSING | AUGUST 2024 | | 806.41 | 3424 |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Due Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| **Fund: 640 LIQUOR** | | | | | | | |
| **Department: 48000 On-Sale** | | | | | | | |
| | | | | | Total Department 48000 On-Sale | 806.41 | |
| | | | | | Total Fund 640 LIQUOR | 997.40 | |

| GL Number | Invoice Line Desc | Vendor Name | Invoice Description | Invoice Number | Due Date | Amount | Check Number |
|---|---|---|---|---|---|---|---|
| --- TOTALS BY FUND --- | | | | | | | |
| | | 101 | GENERAL FUND | | | 355,685.36 | |
| | | 610 | WATER FUND | | | 42.44 | |
| | | 620 | SEWER FUND | | | 42.44 | |
| | | 630 | MOTOR VEHICLE | | | 1,623,417.30 | |
| | | 640 | LIQUOR | | | 997.40 | |
| | | Total For All Funds: | | | | 1,980,184.94 | |

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.c |
| **TITLE:** Approval of Municipal Licenses | |
| **PROPOSED MOTION:** To Approve the Municipal Licenses as Attached | |
| **PREPARED BY:** Jenny Myhran, PT Administrative Assistant/Records Specialist | |
| **REVIEWED BY:** Kathy Leervig, City Clerk, Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends approval of the Municipal Licenses.

**FINANCIAL OR BUDGET CONSIDERATION:**
Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
Not Applicable.

**BACKGROUND:**
Not Applicable.

**ATTACHMENTS:**
1. List of Municipal Licenses for City Council Approval

# 9/3/2024

## LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

## WERE APPROVED ADMINISTRATIVELY

| | |
|---|---|
| **2024 Special Event Food Stand License for James J Hill Days on 9/7 and 9/8/2024** | |
| Zoe's Gone Bananas LLC | Tonka Bay, MN |
| **2024 Special Event Food Stand License for James J Hill Days on 9/6-9/8/2024** | |
| Mad Jax Amusements | Elk River, MN |
| Corn Hole | Brooklyn Park, MN |
| Red Cow | Wayzata, MN |
| **2024 Special Event Food Stand License for the Wayzata Fire Department Annual Pancake Breakfast on 9/15/2024** | |
| Wayzata Fire Department | Wayzata, MN |

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.d |
| **TITLE:** Approval of Master Services Agreement with WSB | |
| **PROPOSED MOTION:** To Approve the Master Services Agreement with WSB | |
| **PREPARED BY:** Jeffrey Dahl, City Manager | |
| **REVIEWED BY:** Not Applicable. | |

**ACTION REQUESTED:**
Staff recommends approval of the attached draft master services agreement.

**FINANCIAL OR BUDGET CONSIDERATION:**
All "task orders" would still need to be budgeted and ultimately bills are considered for approval by the Council.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Achieve & Sustain Operational Excellence*
This agreement will allow future service agreements to be considered with more efficiency and save on administrative costs.

**BACKGROUND:**
Staff has been working with the City Attorney and WSB, a consulting firm that the City frequently utilizes for engineering and planning services. Rather than having lengthy legal agreements for every consultant service regardless of the scale, utilization of a master services agreement will:

- Better formalize on-going consulting relationships for planning services; and
- Reduce need for multiple professional services agreements and thus cutting down on administrative time and legal costs.

Regardless, "task orders" over the amount of $20,000 will still need Council approval. However, that approval will be considered through a more simple "task order."

**ATTACHMENTS:**
1. WSB Master Agreement

**MASTER PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN THE CITY OF WAYZATA AND WSB LLC**

This Agreement **("Agreement")** is made as of _____, 2024, by and between the **City of Wayzata** with an address of 600 Rice Street East, Wayzata, Minnesota 55391, herein referred to as **("Client")** and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, herein referred to as **("Consultant")** to provide professional services **("Services")** by Consultant on an as needed basis when specifically requested by Client through a Task Order.

**ARTICLE 1 – TASK ORDERS**

Client may at its discretion and as needed request services from Consultant through a Task Order. Each Task Order shall include a detailed scope of services (the "Scope of Services"), a method of compensation, and such other information as needed for Consultant to perform the services. Each Task Order shall become a part of this Agreement and be incorporated herein by reference only for that particular scope of services.

**ARTICLE 2 – TERM AND PERIOD OF SERVICE**

This Agreement shall be valid for three (3) years from the date of execution. After the third year, it shall automatically renew unless one party gives thirty (30) days notice that they object to the renewal. An objection to renew shall have the same effect as a termination by Client. The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, or Change in Law or unforeseen conditions at the site.

**ARTICLE 3 - COMPENSATION**

Unless otherwise stated in the Scope of Services, Consultant shall perform the work on a time and materials basis and invoice monthly for its work performed the previous month. If not stated in each Task Order, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to, travel and lodging, mileage, print and plotting charges, shipping charges, messenger delivery charges, plus all taxes (including sales taxes), fees, including but not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all undisputed invoices within thirty (30) days of receiving same.

If Client fails to pay any undisputed amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received provided Consultant first notifies Client of the failure to pay and gives Client no less than five (5) business days to remedy the failure to pay. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses necessarily incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

**ARTICLE 4 - ADDITIONAL SERVICES**

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services **("AAS")** to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule **("Rate Schedule")**, plus reimbursable expenses**.**

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or by a Client hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the project when the change occurs after the date of the applicable Task Order.

**ARTICLE 5 - CLIENT'S RESPONSIBILITIES**

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, which may include, but not be limited to, objectives, schedule, constraints and criteria, space

requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information may also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to each site subject to a Task Order for Consultant to perform its Scope of Services. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Client shall endeavor to render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant.

Client shall designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services.

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

**ARTICLE 6 - INDEMNIFICATION**

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party, and no duty to defend is created by this Agreement.

**ARTICLE 7 - LIABILITY LIMITATION**

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Agreement and the associated Task Orders, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement under any particular Task Order is limited to Consultant's fee under the applicable Task Order or the amount available under Consultant's insurance required hereunder, whichever is greater. This limitation shall apply regardless of cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

**ARTICLE 8 - STANDARD OF CARE**

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**ARTICLE 9 - CONSEQUENTIAL DAMAGES**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

**ARTICLE 10 - DISPUTE RESOLUTION**

If a claim or dispute arises out of or relates to Consultant's Services, this Agreement or any particular Task Order, the parties shall attempt in good faith to settle such claim or dispute through direct discussions. Any claim or dispute arising out of or related to Consultant's Services, this Agreement, or any Task Order (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant

to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

**ARTICLE 11 - TERMINATION**

Either party may terminate this Agreement, or terminate or suspend any Task Order, for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement or any Task Order for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Task Order for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Scope of Services under a Task Order, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within thirty (30) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

**ARTICLE 12 - INSURANCE**

Consultant shall carry the following insurance:

| | |
|---|---|
| Workers Compensation | Statutory |
| Employers Liability | $1,000,000 |
| General Liability | $1,000,000 Each Occurrence/ $1,000,000 Aggregate |
| Automobile Liability | $1,000,000 Combined Single Limit |
| Professional Liability | $3,000,000 Per Claim/ $3,000,000 Annual Aggregate |

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

**ARTICLE 13 - MISCELLANEOUS**

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Unless Client requests otherwise, Consultant will provide its documents and materials both in a hard copy and in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement and as part of the Scope of Services are deliverables associated with the Services, and upon payment in full for services performed all data, information, ideas, designs, plans and creative works associated therewith, excluding Consultant’s previously existing intellectual property 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, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose other than provide for herein.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files. Client further agrees that any reuse of or modification to the deliverables provided by Consultant without Consultant’s written authorization will be at Client’s sole risk and without liability to Consultant.

B. HAZARDOUS MATERIALS

Client represents to Consultant that for each issued Task Order, no hazardous materials exist at the Task Order project site. If there are hazardous materials at a particular site, the Client must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at a particular site, then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at a particular site then Consultant may without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify, and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on a particular site associated with a Task Order.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Client's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If requested by Client in the Scope of Services or AAS, Consultant shall visit the relevant site during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous review and observation of the contractor's work. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the particular site.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job site safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an additional service. Consultant and Client shall then enter into an AAS detailing the terms and conditions of the requested project observation.

F. SUBMITTALS AND PAY APPLICATIONS

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work. If the Scope of Services includes Consultant's review and approval of submittals from the contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

G. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or

safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Client or Consultant may not assign this Agreement without the written consent of the other.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state of Minnesota.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

S. **LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA**

**ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

**UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

T. **GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

**CITY OF WAYZATA**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**WSB LLC**

By: _____

Name: _____

Title: _____

**Exhibit A – Sample Task Order**

**Master PSA Task Order No.** [INSERT NO.]

This Task Order No.[INSERT NO.] ("Task Order") is made as of [INSERT TODAY'S DATE] ("Effective Date"), under the terms and conditions established in the Master Professional Services Agreement dated January 5, 2024 ("Master Agreement"), between the **City of Wayzata** ("Client") and WSB LLC ("Consultant"). This Task Order authorizes and describes the scope, schedule (REMOVE IF NOT APPLICABLE), and payment conditions for Consultant's professional services ("Services") on the project known as: [INSERT PROJECT NAME & LOCATION] ("Project").

1. **SCOPE OF WORK:**

2. **SCHEDULE: [if applicable]**

3. **PAYMENT:**

[The lump sum fee is $_____ [including] OR [excluding] expenses] OR [Consultant shall provide the Services on a time a materials basis in accordance with the attached rate schedule. Expenses will be billed as incurred.]

4. **ADDITIONAL PROVISIONS:**

**[None or ADD]**

This Task Order is executed pursuant to the Master Agreement, effective as of the Effective Date. Execution of this Task Order by Client and Consultant authorizes Consultant to carry out and complete the Services described herein in strict accordance with the Master Agreement.

| **CITY OF WAYZATA** | **WSB LLC** |
|---|---|
| **By:** _____ | **By:** _____ |
| **Name:** _____ | **Name:** ___ |
| **Its:** _____ | **Its:** _____ |

**By:** _____

**Name:** _____

**Title:** _____

SAMPLE

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.e |
| **TITLE:** Approval of the Development Agreement for Westway Condominums at 201 Lake Street East | |
| **PROPOSED MOTION:** To Approve the Development Agreement between the City of Wayzata and Westway LLC | |
| **PREPARED BY:** Eric Zweber, Planning Consultant | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends the approval of the Development Agreement.

**FINANCIAL OR BUDGET CONSIDERATION:**
The development agreement includes a donation of $220,000 to the City's Parks and Trails fund.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Sustain Community Character & Safety*
The City strives to manage development in a thoughtful way.

**BACKGROUND:**
In September 2023, the City Council adopted Resolution 47-2023 Approving the PUD General Plan and a Shoreland PUD/CUP for Westway Condominiums at 201 Lake Street East. An extension of the zoning approval for Westway Condominiums was approved on August 20, 2024. The draft development agreement includes the most current set of plans.

The development agreements includes the requirement of a financial security to ensure that the public and private improvements are installed and survive through their warranty period. The public improvements for this project included a dredged and expanded stormwater ponds, stormwater pipes and infrastructure to connect to the pond, and new sidewalks along Lake Street East and Edgewood Court.

Since the City Council last reviewed the plans, minor changes have been made, including:

- Double patio doors have been replaced with single patio doors;
- The screening between the public courtyard and the condominium patios has been increased;
- The main drive for the surface parking lot has been changed from asphalt to pavers;
- 15 of the 3-bedrooms units in the General Plan have been changed to 2-bedroom units;
- A number of 3-pane windows in the General Plan have been changed to 2-pane windows; and
- On the east elevation facing the office building at 235 Wayzata Blvd E, one set of windows on both the second floor and third floor have been removed due to the bathroom/closet layout within the units.

Further minor adjustments may be made to the plan set over the course of the building permitting process.

**ATTACHMENTS:**
1. 201 Lake St E - Development Agreement

**PUD DEVELOPMENT AGREEMENT**
**(201 Lake Street East, Wayzata, MN)**

THIS PUD DEVELOPMENT AGREEMENT (this "**Agreement**") is made this _____ day of _____, 2024, by and between the City of Wayzata, a Minnesota municipal corporation ("**City**"), and Westway LLC, a Minnesota limited liability company ("**Developer**"), regarding the real property located at 201 Lake Street East, legally described on Exhibit A attached hereto (collectively, the "**Property**").

Pursuant to Chapter 933 of the City Code and the terms and conditions of Resolutions Nos. 66-2022 and 47-2023 adopted by the Wayzata City Council (the "**City Resolutions**"), and Ordinance No. 830 adopted by the Wayzata City Council (the "**City Ordinance**"), copies of which are on file with and can be made available by the City, the parties agree as follows:

**1.** **Planned Unit Development**. Under the City Resolutions, the City has (i) granted Developer approval of a planned unit development ("**PUD**") for a new 106,000 square foot, three-story mixed-use building comprised of 38 residential condominium units, 3 commercial and 3 flexible condominium units, underground parking for residents and public uses, and related improvements to the natural features of the Property (collectively, the "**Project**"). The Project shall be developed and the Property shall be operated and used in accordance with the terms of this Agreement and the City Resolutions and the City Ordinance, the terms of which are incorporated by reference in this Agreement as if fully stated herein, and are acknowledged and reaffirmed by Developer. The conditions of approval of the City Resolutions are as follows:

A. The Applicant must secure all necessary building permits for construction of, and follow all laws and regulations applicable to, the Project, including: (i) building codes and land use regulations; (ii) City Code and policies applicable to days and times of work, and construction management; and (iii) federal and state laws, regulations, and licensing requirements.

B. Stormwater Facilities, Grading, Drainage, and Erosion Plans for the Project must be approved by the City Engineer prior to the submission of building permits and submitted to the City for review.

C. The Applicant must enter into a PUD Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that incorporates the approvals and conditions of the Resolution, the plans and specifications of the approved PUD General and Final Plans, and the requirements of the Zoning Ordinance.

D. The Final PUD Plan and/or PUD Development Agreement must incorporate all of the following:

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(i) a requirement that tandem parking spaces in the building are owned/controlled and used by the same unit owner;

(ii) the final landscaping amenities (as indicated on page 94 of the Planning Commission packet dated August 7, 2023) benefiting neighboring properties;

(iii) easements or similar legally binding provisions to ensure public access to areas shown in the open space plan;

(iv) a requirement that uses of the three designated commercial units in the PUD must comply with the permitted, accessory, and conditional use standards of the C-4A zoning district, and the three designated flex units in the PUD must be allowed C-4A zoning district uses or R district residential uses, or a mix or combination thereof;

(v) a construction management plan acceptable to City staff; and

(vi) Applicant's agreed upon voluntary contribution of $220,000 to the City Park Fund as an additional public benefit of the Project.

E. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

**2.** **Definition and Amendment of Plans**. The Project shall be developed and constructed, and the Property shall be operated and used in accordance with the plans and specifications listed on Exhibit B attached hereto, which shall include but not be limited to: (i) demolition plan; (ii) final civil engineering plans, (iii) a final site plan, (iv) a grading, drainage, and erosion control plan, (v) a utility plan, (vi) a stormwater management plan, (vii) a lighting plan; and (viii) final landscaping plans, including final neighborhood amenity plan (collectively, the "**Plans**"). Such Plans are on file with the City and may be amended from time to time with the prior approval of the City, provided all such amendments must comply with the City Code and the PUD, including without limitation ordinances regarding amendments to planned unit developments. To the extent required by the City, the parties shall execute an agreement acknowledging any amendment to the Plans and record the same with the appropriate Hennepin County land record office(s) for the Property. Developer acknowledges that the Plans must comply with all City Code and City design specifications, and must be reviewed and approved by the City Engineer, and in the case of the landscaping plans, reviewed by the City Forester, prior to the City's issuance of a building permit for the Project.

**3.** **Construction Management Plan**. Developer shall prepare a Construction Management Plan for the Project (the "**Construction Management Plan**") outlining the timing, staging and details of the phases of the Project which shall be subject to the review and approval of the City Engineer prior to the City's issuance of a building permit for the Project. The initial Construction Management Plan shall be included as part of Exhibit B hereto but the

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City Engineer may authorize amendments thereto from time to time during the course of construction of the Project. Developer shall construct the Project and the Public and Private Improvements in accordance with the Construction Management Plan that has been approved by the City Engineer.

**4.** **Donation to Public Parks Fund**. Prior to the issuance of a building permit for the Project, Developer shall make a voluntary contribution of Two Hundred Twenty Thousand and No/100 Dollars ($220,000.00) to the City Park Fund as an additional public benefit of the Project.

**5.** **Permitted Uses of Commercial and Flex Units; Tandem Parking**. The three (3) designated commercial units of the PUD as shown in the Plans must comply with the permitted, accessory, and conditional use standards of the C-4A zoning district, and the three (3) designated flexible units in the PUD must be used as allowed in the C-4A or R-5 zoning districts, or a mix or combination thereof. The tandem parking spaces in the parking level of the building as shown in the Plans must be owned and/or controlled and used at all times by the same unit owner.

**6.** **Landscaping Plans and Ongoing Maintenance**. Developer shall install and maintain all landscaping in accordance with the landscaping plan for the Project, which is part of Exhibit B, including ongoing maintenance of the landscaping on and adjacent to the Property that is part of such plan.

**7.** **Public Access Easement**. Developer shall grant non-exclusive public access easements to the City permitting public use of the sidewalks and privately maintained public areas as shown in the open space plan, substantially in the form of the Public Access Easement Agreement attached hereto as Exhibit C (the "**Easement Agreement**"). The City shall record the Easement Agreement prior to issuance of a building permit for the Project.

**8.** **Temporary Construction Easement**. The Developer will need access to adjacent public right of way to complete the construction of the Project on the Property. The City accordingly will agree to provide a temporary construction easement (the "**Temporary Construction Easement**") in the form attached hereto as Exhibit D.

**9.** **Public Improvements**. At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit E ("**Public Improvements**") in accordance with the Plans. The City shall have no responsibility for any costs for or related to the construction of the Public Improvements or for the cost of any other improvements for or related to the Project.

**10.** **Private Improvements**. At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit F ("**Private Improvements**") in accordance with the Plans. The City shall bear no responsibility for any costs for or related to the construction of the Private Improvements or for the cost of any other improvements for or related to the Project.

**11.** **Maintenance Costs**. The Developer shall repair, replace and maintain, and be liable for the cost of repairing, replacing and maintaining the Public and Private Improvements

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installed by the Developer; provided, however, except to the extent of any warranty claims or repairs or replacements of construction defects, and except as otherwise provided for in this Agreement, the City will be responsible for the repair, replacement and maintenance of and own all Public Improvements once inspected, tested, approved and accepted in writing by the City, such writing to be in the form of a recordable certificate of completion. Developer shall enter into a Stormwater Facilities Maintenance Agreement with the City based on the City's standard form attached hereto as Exhibit G that addresses stormwater facilities maintenance on the Property.

**12.** **Warranty**. As to the Public Improvements, the Developer warrants all such work required to be performed by it pursuant to this Agreement against poor material and faulty workmanship for a period of twenty-four (24) months after final completion is certified by the Developer's civil engineer, and such completion is certified to the City, which shall be known herein as the "**Completion Date**". If City notifies Developer of a deficiency, or if Developer determines there is a deficiency, within twenty-four (24) months from the Completion Date, Developer shall correct such deficiency. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for the time specified by City Code after planting. Any replacements shall be similarly warranted from the time of planting. The warranties referred to in this Section shall hereinafter be referred to, collectively, as the "**Warranties**".

A. **Security For Public and Private Improvements**. Prior to the issuance of any building permit for the Project, Developer shall deposit with the City an irrevocable letter of credit or cash deposit (in either case, the "**Security For Public and Private Improvements**") in an amount equal to Four Hundred Forty Eight Thousand Seven Hundred Fifty and no/100s dollars ($448,750.00), being 125% of the estimated construction costs of certain Public and Private Improvements shown on Exhibit E and Exhibit F. As further described in 12.D of this Agreement, the Security For Public and Private Improvements shall be reduced from time to time as Developer's obligations with respect to the Public and Private Improvements are partially satisfied. The Developer shall submit a final itemized list of Public and Private Improvements including the cost of each with Developer's building permit application and after the review of the City Engineer, the City may adjust the amount of the Security For Public and Private Improvements. In the event that an application for a building permit for the Project is not made within six (6) months following the date of this Agreement, the City may reasonably adjust the amount of the Security For Public and Private Improvements by submitting a written request to Developer, including supporting cost documentation demonstrating that construction cost estimates for the Public Improvements or Private Improvements have increased from the date hereof. The Security for Public and Private Improvements shall secure all the Developer's obligations as described by this Agreement. The Security for Public and Private Improvements shall be referred to herein, collectively and individually, as the "**Security**".

B. If a letter of credit is deposited for the Security, the issuer of the Security, and the form and terms of such Security, shall be subject to the prior approval of the City. The letter of credit, if applicable, shall be in force until all of the Public

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Improvements and Private Improvements have been fully completed, and fully tested, inspected and accepted by the City, and all warranty period periods hereunder for the Public Improvements have expired, subject to the reduction in value described by Section 12.D of this Agreement. The letter of credit, if applicable, shall be for at least a one-year term, provided it is automatically renewable for successive one-year periods from the present or any future expiration dates, unless sixty (60) days prior to an expiration date (but in no event at least thirty (30) days from an expiration date), the issuer of the letter of credit notifies the City that it elects not to renew for an additional period. At least thirty (30) days prior to the expiration of any letter of credit provided under this Section, if the letter of credit is not being renewed, Developer shall provide the City with a replacement letter of credit, acceptable to the City, which shall extend at least one year beyond the expiration date of the letter of credit then in effect, or the City may immediately draw in full upon the letter of credit then in effect.

C. The City may draw on the Security provided under this Section with twenty (20) business days' prior written notice to Developer, if (i) the Developer fails to complete the Public Improvements or Private Improvements prior to the date on which the City is to issue the final certificate of occupancy for the Project under the Construction Management Plan, or (ii) the Developer fails to address an issue with the Public Improvements during the warranty period therefor.

D. Upon prior written approval from the City, the amount of the Security shall be reduced from time to time in accordance with this Section 12.D as Developer's obligations with respect to the phases of the Public and Private Improvements are partially completed. The amount of such reduction shall be in the City's reasonable discretion and equal no more than 100% of the originally estimated cost as shown on the exhibits hereto for the particular Public Improvement or Private Improvement completed, as confirmed by the City upon review and as certified by the Developer's civil engineer; provided however, that after any such reductions the remaining amount of the Security shall be no less than 25% of the estimated cost to fully complete the remaining Public Improvements or Private Improvements and cover them through the period of the applicable Warranties, as determined by the City. Any remaining Security on deposit with the City upon the completion of all Public and Private Improvements, as certified by the Developer's civil engineer, and after the expiration of all Warranties, shall be released to Developer upon Developer's written request to the City.

**13.** **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property during the development, including construction, and all times until the City issues a final Certificate of Completion for the Project, to perform all work and inspections applicable thereto and contemplated under this Agreement and/or under the City Code. If the Developer fails to pay or perform its obligations under this Agreement with respect to the Public Improvements or Private Improvements after notice and expiration of any cure period, which shall be at least thirty (30) days after written notice of any such failure to perform or such longer period as may be reasonably necessary, provided Developer has acted promptly and pursued such cure

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with diligence, then the City may enter the Property and pay or perform such obligations and obtain payment for the expenses therefor from the proceeds of the Security. Among other expenditures, the City may draw upon the Security to satisfy the claims of contractors or suppliers which have not been paid or satisfied by the Developer with respect to the Public Improvements or Private Improvements.

**14. <u>Responsibility for Costs; Indemnification</u>.**

**A.** The Developer shall hold the City and its elected officials, officers and employees and agents harmless from claims made by Developer and third parties for damages sustained or costs directly incurred resulting from development of the Project, construction and operation, except for such damages or costs resulting from the gross negligence, intentional misconduct or intentional violation of this Agreement or applicable laws and ordinances by the City. Except as limited by the preceding sentence, the Developer shall indemnify and hold the City and its elected officials, officers and employees harmless from all costs, damages or expenses, obligations, claims or liabilities, including reasonable attorneys' and other professional or consulting fees.

**B.** The Developer shall timely reimburse the City for all reasonable costs incurred by the City in connection with processing the application that resulted in the City Resolution and the City Ordinance and the preparation and enforcement of this Agreement (and any amendment thereto), including engineering, building official, planning and attorneys' fees.

**C.** The Developer shall pay in full all bills submitted to it by the City for obligations properly incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt all development work and construction until the bills are paid in full, and may draw on the Security to discharge such obligations. Bills not paid within thirty (30) days shall accrue interest at the rate of six percent (6%) per year or the maximum rate allowed by law, whichever is less.

**15. <u>Events of Default</u>.**

**A. <u>Events of Default Defined</u>.** The following shall be "Events of Default" under this Agreement:

i. Failure by the Developer to pay when due amounts required to be paid under any provision of this Agreement.

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

**B. <u>Remedies of Default</u>.** Whenever any Event of Default occurs and the Developer fails to cure such default within (i) twenty (20) days after notice of a monetary default by the City; or (ii) thirty (30) days after notice by the City of a non-monetary default or such longer period as may be reasonably necessary, provided Developer

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has acted promptly and pursued such cure with diligence; or (iii) in the case of an emergency, such shorter period of time as may be reasonable under all of the circumstances, then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, take any one or more of the following actions:

i. Perform or hire a third party to perform for the account of the Developer any obligation of the Developer hereunder. The Developer shall promptly reimburse the City for any reasonable expense incurred by the City, as provided hereunder. 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 with respect to the Property, including building permits and certificates of occupancy for the Property.

iii. Require the Developer to discontinue work on the Property until such time as the Event of Default has been cured.

iv. Assess against the Property any reasonable costs incurred or damages suffered by the City due to the breach of this Agreement by Developer, and the Property shall be deemed to have benefited by such amount.

v. Draw on any Security, or the proceeds thereof, to pay to cure the default.

**16.** **Representations**. Developer warrants and represents, for the benefit of the City, that, as of the date hereof: (i) Developer, or its permitted assigns, is the fee owner of the Property and each has all requisite power and authority to execute and deliver this Agreement, and to perform all of the obligations required of Developer hereunder; and (ii) each is not required to obtain any consent or approval of any person or entity as a condition to either entering into this Agreement, or if any such required consent or approval is required, it has been obtained; and (iii) Developer, or its permitted assigns, shall not engage in any financing or other transaction creating a mortgage or other encumbrance with such lien having or purporting to have priority over this Agreement and such encumbrance or lien shall clearly identify that the terms and conditions of this Agreement, including the exhibits hereto, have priority and control development of the Property; and (iv) there is and shall be no common interest community on the Property prior to the time a certificate of occupancy is issued for all aspects of the Project and all warranties related thereto have expired, except with the prior consent of the City on the terms and in the manner provided for in this Agreement.

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

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**18.** **Insurance.** Developer shall maintain or cause to be provided and maintained reasonable insurance coverage throughout this Agreement. Developer agrees that before any work related to the approved Project can be performed, Developer shall maintain at a minimum: Worker's Compensation Insurance as required by Minnesota Statutes Section 176.181 and Commercial General Liability in an amount of not less than $2,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and $2,000,000.00 per occurrence for property damage. To meet the Commercial General Liability requirements, Developer may use a combination of Excess and Umbrella coverage. Such Occurrence-Based Commercial General Liability Policy and Umbrella Liability Policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the date of the Developer's possession of the Property, been reduced to less than the total required limits stated above, and further, that the Umbrella Liability Policy provides coverage from the point that such aggregate limits in the underlying Occurrence-Based Commercial General Liability Policy become reduced or exhausted. An Umbrella Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible amount, shall be acceptable in this regard so long as such deductible amount does not cause the Developer's total deductible for each occurrence to exceed the amount shown in the provision immediately below. All such policies described in this Section shall also name the City as an additional insured and permit waiver of claims in favor of the City. Copies of all insurance policy certificates must be provided to the City upon request. All risk property insurance in an amount not less than the full insurable replacement value of the aggregate of the Public and Private Improvements. The term "full insurable replacement value" shall mean the actual replacement cost of the Public and Private Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other items customarily omitted from replacement cost valuation for insurance purposes), without deduction for depreciation.

**19.** **Insurers**. All policies of insurance required under this Agreement shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota and as reasonably acceptable to the City. All policies of insurance required under this Agreement shall be in form and content, and in all other respects reasonably satisfactory to the City.

**20.** **Miscellaneous**.

**A.** This Agreement shall be binding on and inure to the benefit of the City and the Developer, and their respective successors and assigns. The Developer may not assign this Agreement or any of its rights and/or obligations hereunder, in full or in part, without prior written consent from the City, which shall not be unreasonably delayed or withheld and any such consent shall be subject to any new owner or owners of the Property, in writing, assuming the obligations of the Developer hereunder in a document approved, in writing, by the City. Notwithstanding the foregoing, from and after the issuance of a certificate of occupancy for the Project by the City, the Developer may assign its rights and obligations under this Agreement to a homeowners or common interest community association organized to operate and manage the Project ("**HOA**") provided: (i) the City has reviewed the

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HOA's finances and the documents establishing and governing the HOA and found them to be reasonably acceptable; (ii) the City has reasonably determined the HOA will have the ability to perform the then-remaining obligations of the Developer hereunder; (iii) the HOA shall assume the obligations of the Developer hereunder, provided Developer shall not be released and shall remain liable for the same, in a recordable document approved in writing by the City ("**HOA Assumption**").

**B.** This Agreement may not be terminated, amended, revoked or modified without the written agreement of the then current fee owner(s) of the Project and the City, in a document which is in recordable form, provided from and after the HOA Assumption, this Agreement may be so terminated, amended, revoked or modified with the written agreement of the City, Developer and HOA in a document which is in recordable form without need for the consent of all the then current fee owner(s) of the Project.

**C.** All exhibits and attachments referred to herein and attached hereto shall be deemed part of the Agreement.

**D.** Notwithstanding anything to the contrary herein, this Agreement shall not limit the City's rights and powers under applicable law, including without limitation any rights to maintain public or City-owned property.

**E.** There shall be no third-party beneficiaries to this Agreement and third parties shall have no recourse against the City under this Agreement.

**F.** 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.

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

**H.** This Agreement and any amendments thereto shall run with the Property including, without limitation, any common interest community that may be created with respect to the Property, and shall be recorded against the title to the Property at the expense of the Developer. Developer shall provide the City with a recorded copy of this Agreement, and any amendments thereto, as soon as they are available. No building permits shall be issued for the Property until evidence of such recording acceptable to the City has been provided by the Developer.

**I.** If the Developer endeavors to create a common interest community with respect to the Property, it shall disclose this Agreement, together with any amendment thereto, in any disclosure statement required under Minnesota Statutes, Section 515B.4-102, or any other applicable law.

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**J.** After the Developer has completed all of the Public Improvements required of it under this Agreement and the City has inspected, approved and accepted ownership of all Public Improvements, then, at the Developer's request, the City will execute and deliver to the Developer a Certificate of Completion in recordable form evidencing performance by Developer of its obligations hereunder with respect to the Public Improvements, subject to:

i. Any representations or warranties which may be in effect subsequent to the date of completion;

ii. The obligations of the Developer to retain the Public Improvements in the form described by the Plans referenced herein;

iii. Any other obligations that are not specifically identified in such Certificate as having been performed.

**K.** Any obligations imposed by this Agreement not certified as having been satisfied in such Certificate of Completion, and all warranties and representations of the Developer, shall remain the ongoing obligation of the Developer and its successors and assigns, including any HOA, regardless of whether or not such obligations have been assigned to or assumed by said HOA pursuant to the terms of this Agreement. Any HOA and each owner of the Property shall be subject to all the restrictions and obligations contained herein to the extent that such restrictions and obligations have not been satisfied by the Certificate.

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

**M.** The City and Developer are not intended to become partners or joint venturers and nothing herein shall be construed or applied to constitute the Owner and Developer as partners or joint venturers.

**N.** Notwithstanding any provision of this Agreement to the contrary, to the full extent permitted by law, any further development or construction of new improvements and any additions or alterations to existing improvements not expressly approved under this Agreement will require additional approvals from the City, as required by City ordinances, and in full compliance with any amendments to the City's Comprehensive Plan or Code requirements enacted after the date of this Agreement.

**O.** This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be

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detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**P.** This Agreement shall be governed by and construed under the laws of Minnesota. To the extent Minnesota Statues, Section 500.20, as amended, applies to this instrument, this Agreement creates a public covenant, condition and restriction and the parties intend for it to be perpetual, except as expressly provided herein.

**22.** **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified or registered mail at the following address:

Westway LLC
201 E Lake Street
Wayzata, Minnesota 55391
Attention: _____

With copies to:

Darren Knight_____
Knight Law Office PA_____
319 Barry Ave South, #301, Minnesota 55391_____

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

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

With copies to:

David G. Schelzel, City Attorney
Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402

[SIGNATURE PAGES ATTACHED]

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

**DEVELOPER:**

**Westway LLC,**
**a Minnesota limited liability company**

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA )
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by _____, the Manager of Westway LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

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[SIGNATURE PAGE TO PUD DEVELOPMENT AGREEMENT FOR
201 LAKE STREET EAST]

**CITY:**

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

_____
By: Johanna Mouton
Its: Mayor

STATE OF MINNESOTA )
) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Johanna Mouton, Mayor of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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[SIGNATURE PAGE TO PUD DEVELOPMENT AGREEMENT FOR
201 LAKE STREET EAST]

**CITY:**

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

_____
By: Jeffrey Dahl
Its: City Manager

STATE OF MINNESOTA )
) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jeffrey Dahl, City Manager of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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**THIS INSTRUMENT DRAFTED BY**:
Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402

## LIST OF EXHIBITS

A. Legal Description of Property
B. Plans
C. Form of Easement Agreement with Depiction of Easement
D. Form of Temporary Construction Easement
E. Public Improvements
F. Private Improvements
G. Stormwater Facilities Maintenance Agreement
H. Form of Consent and Joinder by Mortgagee(s)

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**EXHIBIT A**

**Legal Description and Information of the Property**

| | |
|---|---|
| Address | 201 Lake Street East, Wayzata MN |
| PID | 0611722230364 |
| Legal Description | Lot 1, Block 1 Lake West |
| Abstract or | Both |
| Certification No. | 1486029 |

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**EXHIBIT B**

**<u>List of Plans</u>**

i. Demolition Plan – [Demo plan from ESG, dated 6/14/24]
ii. Final Civil Engineering Plans – [Civil plans from Gronberg & Associates, dated 7/22/24]
iii. Final Site Plan – [Site plan from ESG, dated 7/26/24]
iv. Architectural Plans and Elevations – [Arch plans from ESG, dated 8/16/24]
v. Stormwater Management Plan – [Stormwater plan from Gronberg & Associates, dated 6/22/23]
vi. Lighting Plan – [Lighting plan from Emanuelson-Podas, dated 6/14/24]
vii. Final Landscape Plan – [Landscape plan from Urban Ecosystems, dated 7/26/24]
viii. Initial Construction Management Plan – [Site Logistics plan from Darren Knight undated]

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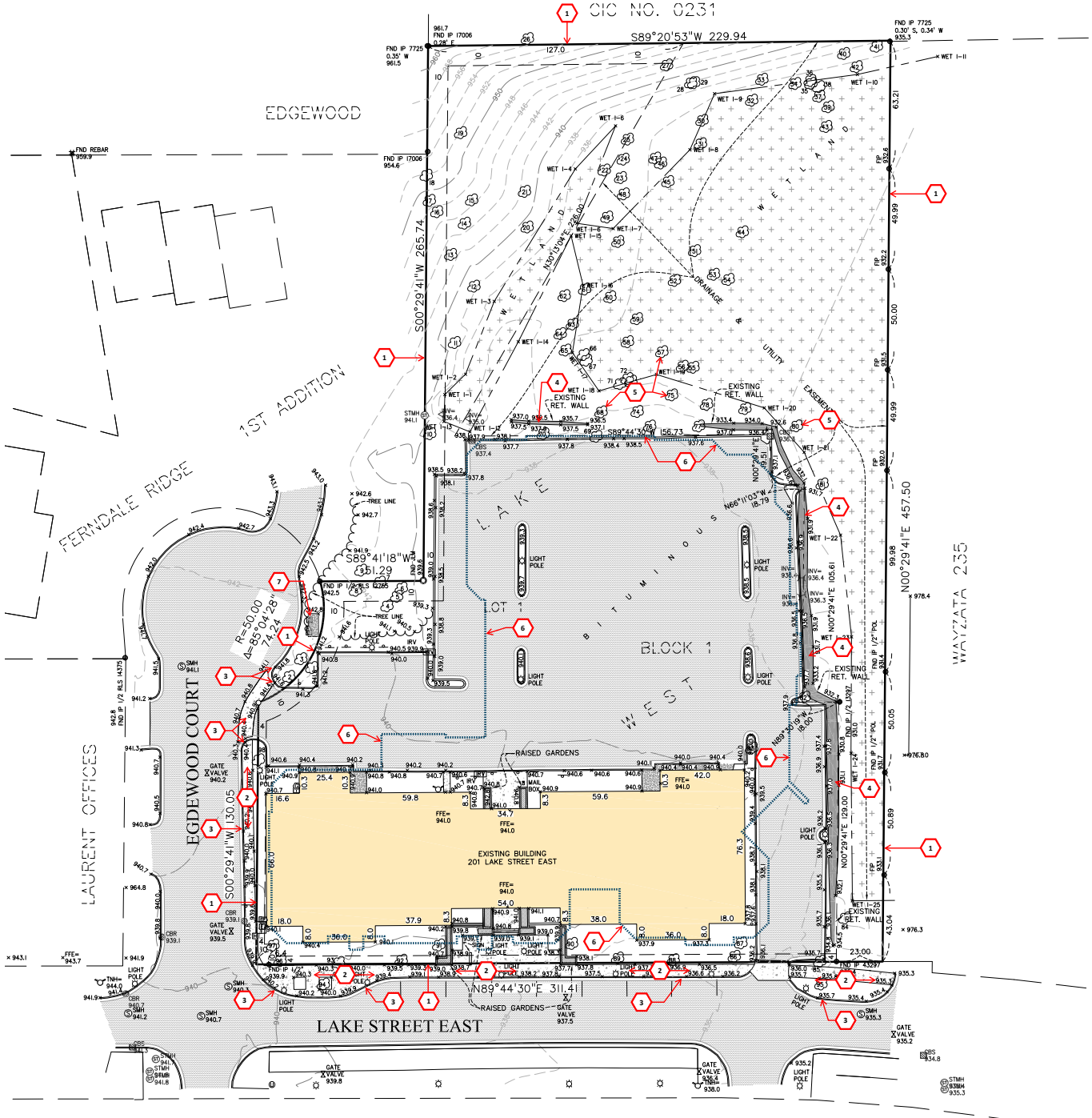



1 EXISTING CONDITIONS SITE SURVEY WITH DEMOLITION KET NOTES ADDED SURVEY PLAN PROVIDED BY SATHRE-BERGQUIST, INC.
D1.1 1"=20'-0"

## GENERAL NOTES ON DEMOLITION OF THE EXISTING BUILDING AND SITE

1. REMOVAL OF THE EXISTING BUILDING, ALL PAVING AND LANDSCAPE AREAS SHALL BE INCLUDED IN THE SCOPE FOR GENERAL CONSTRUCTION OF THE NEW CONDOMINIUM BUILDING. THE GENERAL CONTRACTOR SHALL FURNISH ALL SUPERVISION, TECHNICAL PERSONNEL, LABOR, MATERIALS AND EQUIPMENT TO PERFORM A COMPLETE REMOVAL OF THE EXISTING BUILDING, SITE STRUCTURES AND OTHER COMPONENTS REQUIRED TO PREPARE THE SITE FOR THE PROPOSED NEW CONSTRUCTION.

2. PRIOR TO COMMENCING DEMOLITION WORK, DISCONNECT ALL UTILITIES SERVING THE BUILDING, SECURE ALL REQUIRED PERMITS FROM THE AUTHORITIES HAVING JURISDICTION AND PROVIDE A MINIMUM OF 3 WEEKS ADVANCE NOTICE TO THE OWNER. CONDUCT A PRE-DEMOLITION CONFERENCE PRIOR TO COMMENCEMENT TO REVIEW METHODS, PROCEDURES AND REQUIREMENTS RELATING TO THE DEMOLITION INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
   - THOROUGH REVIEW OF DEMOLITION PLAN AND SEQUENCES.
   - WRITTEN VERIFICATION FROM UTILITY PROVIDERS THAT SERVICES HAVE BEEN DISCONNECTED.
   - REVIEW OF ALL PERMITS PROCURRED AND ANY REQUIREMENTS SPECIFIED THEREIN.
   - PROPOSED DUMP SITES AND DISPOSAL AND HAULING REQUIREMENTS.

3. INSTALL SITE SECURITY FENCING AROUND THE ENTIRE PERIMETER OF THE SITE AS REQUIRED TO SAFEGURD THE GENERAL PUBLIC FROM DEMOLITION AND REMOVAL ACTIVITIES.

4. ALL DEMOLITION ACTIVITIES SHALL COMPLY WITH THE CITY OF WAYZATA'S ORDINANCES REGARDING WORK START AND STOP TIMES, NOISE LEVELS, CONTROL MEASURES TO MITIGATE DUST PROPAGATION AND CONDITIONAL USES OF CITY STREETS (IF ANY).

5. UNLESS NOTED OTHERWISE, ALL FOUNDATIONS, PAVED AREAS, SIDEWALKS, DRIVES, CURBS AND ALL APPURTENANCES ON THE SITE SHALL BE REMOVED TO ONE (1) FOOT BELOW THEIR CURRENT DEPTH.

6. ALL DEBRIS AND UNSUITABLE MATERIALS SHALL BE COMPLETELY REMOVED AND LEGALLY DISPOSED OF. DISPOSAL SHALL BE MADE CONCURRENTLY WITH DEMOLITION WORK. ACCUMULATIONS OF COMBUSTIBLE MATERIALS SHALL NOT BE PERMITTED AT ANY TIME.

7. USE OF DEMOLISHED CONCRETE, ASPHALT OR OTHER MATERIALS FROM THE DEMOLITION OF THE BUILDING SHALL NOT BE USED FOR BACKFILLING ANY PORTION OF THE NEW CONSTRUCTION OR AREAS WHERE EARTHWORK OCCURS AS PART OF THE NEW PROJECT.

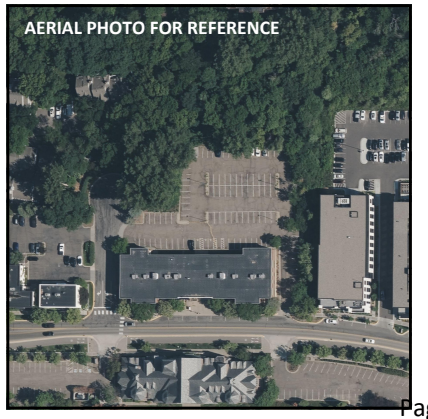
8. IF NECESSARY, THE CONTRACTOR SHALL SLOPE, SHEET, SHORE OR BRACE EXCAVATIONS TO PREVENT DANGER TO PERSONS, STRUCTURES AND ADJACENT PROPERTIES TO PREVENT CAVING, EROSION AND LOSS OF SURROUNDING SOIL.

9. REFER TO CIVIL ENGINEERING DRAWINGS FOR INFORMATION ON EXISTING UTILITY SERVICE LOCATIONS TO THE BUILDING TO BE REMOVED. FOLLOW CITY OF WAYZATA STANDARDS FOR ALL WORK IMPACTING EXISTING STREET PAVING - PATCH AND REPAIR AS REQUIRED.

## KEY NOTES ON SELECTED DEMOLITION ITEMS

1. EXISTING PROPERTY LINE - LIMITS OF ALL DEMOLITION AND CONSTRUCTION. DO NOT DISTURB NEIGHBORING PROPERTIES WITHOUT WRITTEN PERMISSION AND APPROVAL FROM THE ADJACENT PROPERTY OWNER.
2. REMOVE EXISTING STREETSCAPE ELEMENTS IN THE RIGHT-OF-WAY INCLUDING SIDEWALKS, TREES, LIGHTING AND OTHER APPURTENANCES AS REQUIRED FOR THE NEW CONSTRUCTION. REFER TO THE CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION.
3. REMOVE EXISTING CONCRETE CURB AND GUTTER.
4. REMOVE EXISTING RETAINING WALL. STABLIZE GRADES AS REQUIRED AND REFER TO THE CIVIL ENGINEERING DRAWINGS FOR EROSION CONTROL MEASURES.
5. TREE INDENTIFICATION NUMBER (TYPICAL). REFER TO THE SURVEY DRAWING DATED 7/14/2021 PREPARED BY SATHRE-BERGQUIST, INC. FOR INFOMATION ON CONDITION AND EACH SIZE OF TREE LISTED.
6. DASHED BLUE LINE INDICATES THE BUILDING FOOTPRINT FOR THE NEW CONDOMINIUM BUILDING.
7. EXISTING ELECTRICAL UTILITY EQUIPMENT. PROTECT AS REQUIRED IF RE-USED OR IF IT SERVES ADJACENT PROPERTIES.

## AERIAL PHOTO FOR REFERENCE



WESTWAY CONDOMINIUMS
201 LAKE STREET EAST
WAYZATA, MINNESOTA

esg ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.5508 | f 612.339.5382
www.esgarch.com

**EXHIBIT FOR DEVELOPMENT AGREEMENT**

**JUNE 14, 2024**

ORIGINAL ISSUE:

REVISIONS:

| No. | Description | Date |
|---|---|---|

2024-1134
PROJECT NUMBER

ESG — DRAWN BY
TG — CHECKED BY

KEY PLAN

WESTWAY CONDOMINIUMS

DEMOLITION PLAN

**D1.1**

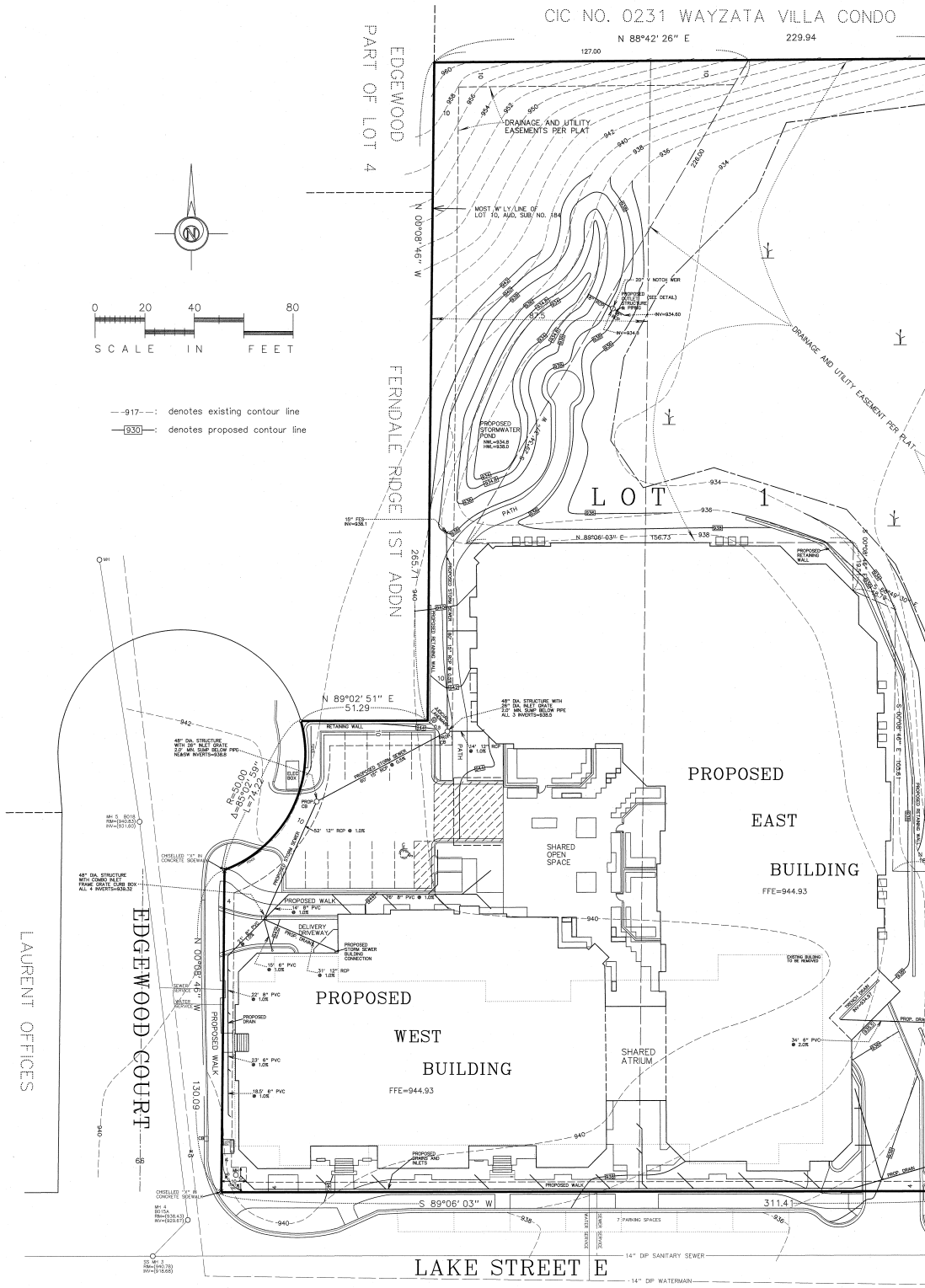
24-111C

241110C1GRADING.SDJ

PROPOSED GRADING & DRAINAGE PLAN FOR

# WESTWAY LLC

OF LOT 1, BLOCK 1, LAKE WEST
HENNEPIN COUNTY, MINNESOTA

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241110C1GRADING.SDJ

| DATE | REVISIONS |
|---|---|
| 7-23-24 | |

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 Professional Engineer under the laws of the State of Minnesota.

Mark S. Gronberg Minnesota License Number 12755

PROJECT

DATE 5-23-24
SCALE 1"=20'
JOB NO 24-111

GRONBERG & ASS
CIVIL ENGINEERS, LAND SURV
445 NORTH WILLOW DRIVE L
952-473-

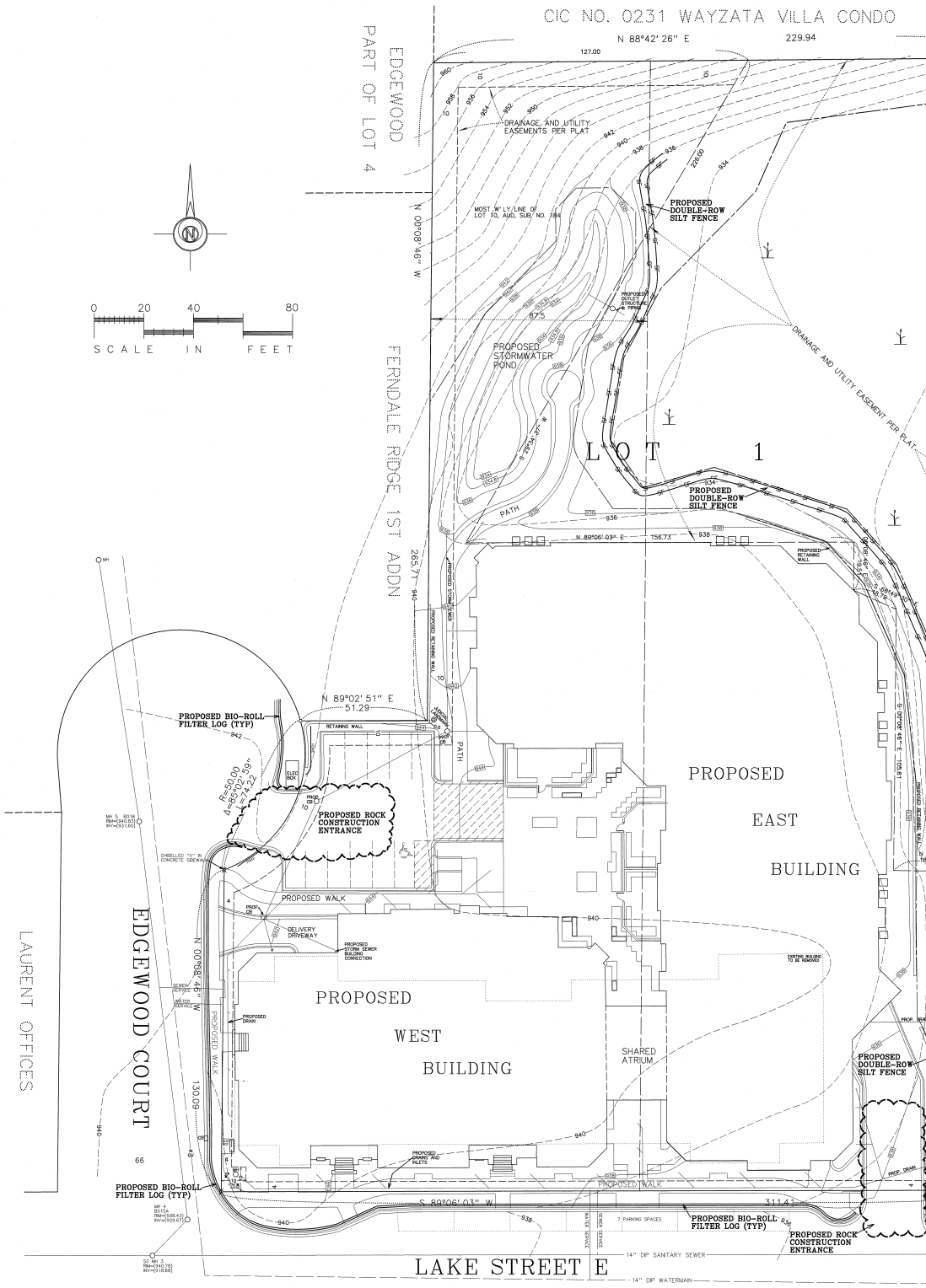
24-111C

24111C02R05SENLSCJ

PROPOSED EROSION CONTROL PLAN FOR

# WESTWAY LLC

OF LOT 1, BLOCK 1, LAKE WEST
HENNEPIN COUNTY, MINNESOTA




C2

24111C02R05SENLSCJ

| DATE | REVISIONS |
|---|---|
| 7-22-24 | |

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 Professional Engineer under the laws of the State of Minnesota.

Mark S. Gronberg Minnesota License Number 12755

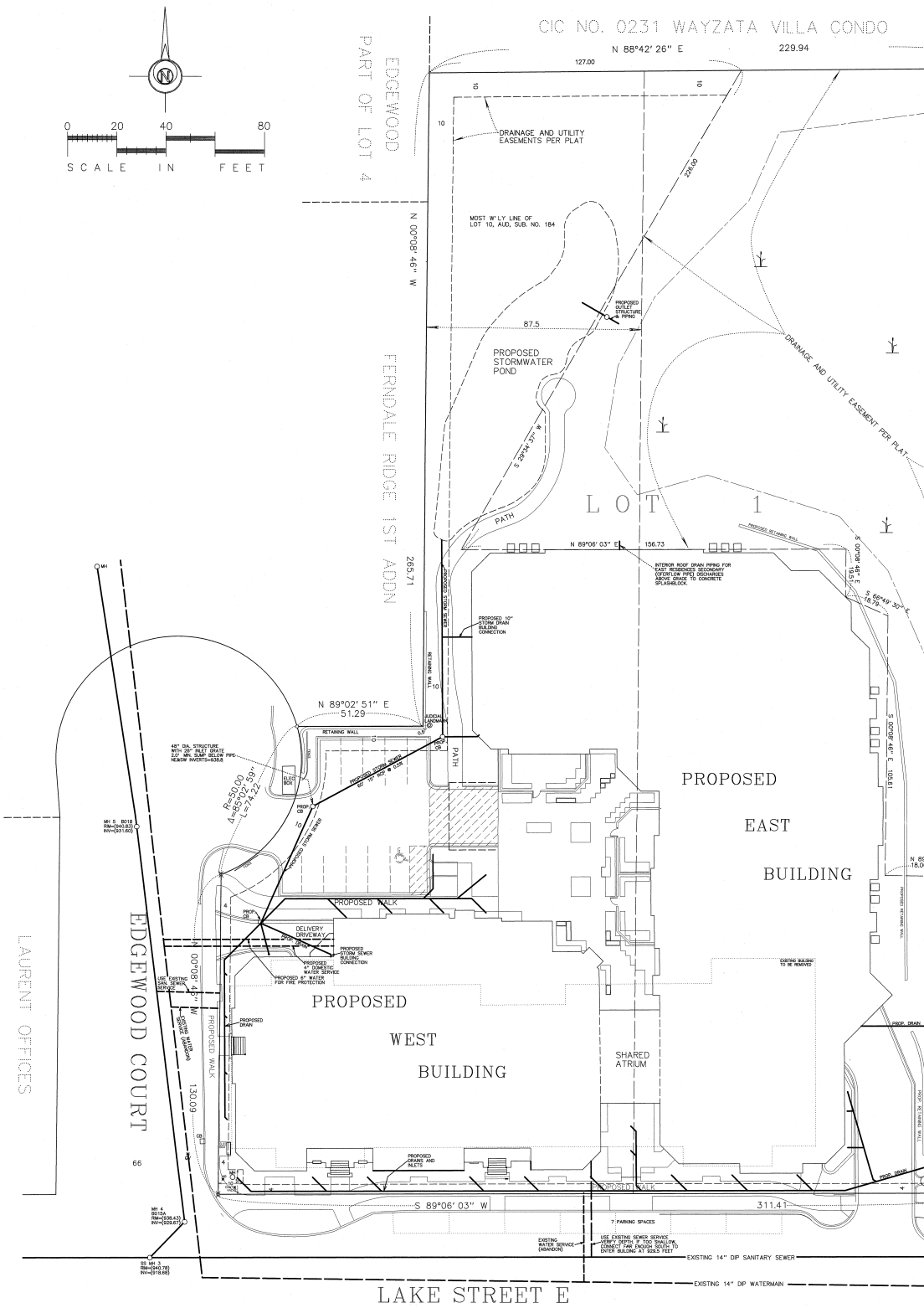
PROJECT

| DATE | 5-23-24 |
|---|---|
| SCALE | 1"=20' |
| JOB NO | 24-111 |

GRONBERG & ASS
CIVIL ENGINEERS, LAND SURV
445 NORTH WILLOW DRIVE L
952-473-

24-111C

# PROPOSED UTILITY PLAN FOR
# WESTWAY LLC
## OF LOT 1, BLOCK 1, LAKE WEST
## HENNEPIN COUNTY, MINNESOTA




C3

24111C03UTILITY.SCJ

| DATE | REVISIONS |
|---|---|
| 7-22-24 | |

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 Professional Engineer under the laws of the State of Minnesota.

Mark S. Gronberg Minnesota License Number 12755

PROJECT

DATE 5-23-24
SCALE 1"=20'
JOB NO 24-111

GRONBERG & ASS
CIVIL ENGINEERS, LAND SURVI
445 NORTH WILLOW DRIVE LO
952-473-

24-111

# STORMWATER POLLUTION PREVENTION PLAN FOR
# WESTWAY LLC

PROJECT NARRATIVE
1. THIS PROJECT CONSISTS OF REPLACING AN EXISTING BUILDING & PARKING LOT WITH A PROPOSED BUILDING AND PARKING LOT. THE TOTAL SITE IS 2.73 ACRES. UTILITY INSTALLATION (ELECTRIC, GAS, PHONE, CABLE, ETC) WILL ALSO BE INSTALLED IN THE FUTURE AS PART OF THIS PLAN.

2. THE EXISTING IMPERVIOUS SURFACE FOR THIS SITE IS 1.29 ACRES. THE NEW IMPERVIOUS SURFACE WILL BE 1.34 ACRES.

EROSION AND SEDIMENT CONTROL
GENERAL NOTES
1. PRIOR TO ANY CONSTRUCTION OR DEMOLITION, SILT FENCE AND FILTERS MUST BE INSTALLED. THIS MUST BE INSPECTED BY THE CITY PRIOR TO ANY DEMOLITION OR LAND DUSTURBANCE AND 24 HOURS NOTICE MUST BE PROVIDED PRIOR TO INSPECTION.

2. ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE-VEGETATED. CONTRACTOR MAY REMOVE NECESSARY SILT FENCING/FILTERS TO CONSTRUCT ROADWAYS, WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREA.

3. THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND PAVEMENT CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDED SOON AFTER DISTURBANCE. AREAS THAT WILL NOT BE SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE SEEDED (MnDOT MIX 22-112 @ 100#/AC AND MULCHED OR SODDED WITHIN SEVEN DAYS OF BEING DISTURBED.

4. CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES AS INDICATED ON THIS EROSION CONTROL PLAN AND ANY ADDITIONAL REQUIRED, BASED ON MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.

5. BEST MANAGEMENT PRACTICES (BMP'S) REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.

6. ALL BMP'S SELECTED SHALL BE APPROPRIATE FOR THE TIME OF YEAR, SITE CONDITIONS, AND ESTIMATED DURATION OF USE.

7. INSTALL PERIMETER CONTROL DEVICES AROUND ANY DIRT STOCKPILE AREAS.

8. THE CONTRACTOR MUST SCHEDULE HIS OPERATIONS TO MINIMIZE THE AMOUNT OF DISTURBED AREA AT ANY GIVEN TIME. THE CONTRACTOR MUST LIMIT THEIR ACTIVITIES TO THE GRADING LIMITS SHOWN.

9. EROSION CONTROL BLANKETS MUST BE INSTALLED BETWEEN THE NWL AND HWL OF ANY PROPOSED POND AFTER FINAL GRADING.

10. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.

11. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIPLINE, ROOT ZONES OR WITHIN THE TREE PROTECTION FENCE AREA.

12. SILT FENCE IS REQUIRED AT DOWN GRADIENT PERIMETER OF DISTURBED AREAS AND STOCKPILES. PROTECT WETLANDS, WATERCOURSES AND ADJACENT PROPERTIES FROM SEDIMENTATION AND STORMWATER RUNOFF.

13. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS, DICTATE, THE PERMITEE/CONTRACTOR SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION,IT IS THE RESPONSIBILITY OF THE PERMITEE/CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS.

14. PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS, AS MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.

15. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK-BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.

16. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED FROM EROSION IMMEDIATELY TO LIMIT SOIL EROSION BUT IN NO CASE COMPLETED LATER THAN 7 (SEVEN) DAYS OF SUBSTANTIAL COMPLETION OF GRADING IN THAT AREA. TEMPORARY SEED AND MULCH SHALL COVER ALL EXPOSED SOILS IF GRADING COMPLETION IS DELAYED LONGER THAN 14 DAYS. PERMANENT SEED AND MULCH IS REQUIRED WITHIN 14 DAYS OF COMPLETION OF FINAL GRADING, OR WITHIN 7 DAYS IF WITHIN 1 MILE AND DRAINING TO A SPECIAL OR IMPAIRED WATER.

17. GENERAL TEMPORARY SEED SHALL BE MNDOT MIX 22-112 @ 100 LBS. PER ACRE OR APPROVED EQUAL. PERMANENT SEED SHALL BE MNDOT MIX 270 @ 120 LBS PER ACRE OR APPROVED EQUAL. (PLANTING DATES PER SPEC 2575) MULCH SHALL BE MNDOT TYPE 1 (CLEAN OAT STRAW) @ 2 TONS PER ACRE AND DISK ANCHORED IN PLACE OR APPROVED EQUAL. FERTILIZER SHALL BE 80-80-80 NPK PER ACRE. (UNLESS RESTRICTIONS APPLY) AND INCORPORATED INTO THE SEED BED.

18. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

19. REPORT ALL FOUND FIELD TILES TO THE ENGINEER FOR EVALUATION.

20. CHANNELIZED RUNOFF FROM ADJACENT AREAS RUNNING THROUGH THE SITE SHALL BE DIVERTED AROUND DISTURBED AREAS, IF PRACTICAL. DIVERTED RUNOFF SHALL BE CONVEYED IN A MANNER THAT WILL NOT ERODE THE CONVEYANCE AT RECEIVING CHANNELS. ALL TEMPORARY OR PERMANENT DRAINAGE CHANNELS MUST BE STABILIZED WITHIN 24 HOURS OF BEING CONNECTED TO A WATER OF THE STATE. SEDIMENT CONTROL IS REQUIRED ALONG CHANNEL EDGES TO REDUCE SEDIMENT REACHING THE CHANNEL. THIS IS REQUIRED FOR A DISTANCE OF 200' BACK FROM A PROPERTY EDGE OR POINT OF DISCHARGE.

21. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME.

22. ALL DISTURBED GROUND LEFT INACTIVE FOR 14 OR MORE DAYS MUST HAVE TEMPORARY OR PERMANENT STABILIZATION YEAR ROUND, OR WITHIN 7 DAYS IF WITHIN 1 MILE AND DRAINING TO A SPECIAL OR IMPAIRED WATER.

23. FOR SITES WITH MORE THAN TEN ACRES DISTURBED AT ONE TIME, OR IF A CHANNEL ORIGINATES IN THE DISTURBED AREA, ONE OR MORE TEMPORARY OR PERMANENT SEDIMENTATION BASINS SHALL BE CONSTRUCTED. EACH SEDIMENTATION BASIN SHALL HAVE A SURFACE AREA OF AT LEAST ONE PERCENT OF THE AREA DRAINING TO THE BASIN AND AT LEAST THREE FEET OF DEPTH AND CONSTRUCTED IN ACCORDANCE WITH ACCEPTED DESIGN SPECIFICATIONS. SEDIMENT SHALL BE REMOVED TO MAINTAIN A DEPTH OF THREE FEET. THE BASIN DISCHARGE RATE SHALL ALSO BE SUFFICIENTLY LOW AS TO NOT CAUSE EROSION ALONG THE DISCHARGE CHANNEL OR THE RECEIVING WATER.

24. PERIMETER SEDIMENT CONTROL MEASURES SHALL BE PLACED ALONG ALL DOWN GRADIENT PERIMETERS OF THE SITE. IF A CHANNEL OR AREA OF CONCENTRATED RUNOFF PASSES THROUGH THE SITE, PERIMETER SEDIMENT CONTROL MEASURES SHALL BE PLACED ALONG THE CHANNEL EDGES TO REDUCE SEDIMENT REACHING THE CHANNEL. ALL DOWN GRADIENT PERIMETER SEDIMENT CONTROL MEASURES MUST INCLUDE A MAINTENANCE AND INSPECTION SCHEDULE.

25. ANY SOIL OR DIRT STORAGE PILES CONTAINING MORE THAN TEN CUBIC YARDS OF MATERIAL SHOULD NOT BE LOCATED WITHIN 25 FEET FROM A ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN 14 DAYS, THEY SHALL BE STABILIZED BY MULCHING VEGETATIVE COVER, TARPS OR OTHER MEANS AND ENCLOSED WITH DOWN GRADIENT PERIMETER SEDIMENT CONTROLS. PILES WHICH WILL BE IN EXISTENCE FOR 1 DAY SHALL BE ENCLOSED WITH PERIMETER SEDIMENT CONTROLS.

26. PIPE OUTLETS MUST HAVE ENERGY DISSIPATION INSTALLED WITHIN 24 HOURS OF CONNECTION TO WATERS OF THE STATE.

SEDIMENT CONTROL PRACTICES :

1. SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM INLETS.

2. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.

3. THE TIMING OF THE INSTALLATION OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. ANY SHORT-TERM ACTIVITY MUST BE COMPLETED AS QUICKLY AS POSSIBLE AND THE SEDIMENT CONTROL PRACTICES MUST BE INSTALLED IMMEDIATELY AFTER THE ACTIVITY IS COMPLETED. HOWEVER, SEDIMENT CONTROL PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.

4. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING INTO THE INLET HAVE BEEN ESTABLISHED.

5. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCES OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES.

EROSION AND SEDIMENT CONTROL INSPECTION PROGRAM :

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROL BMP'S ON SITE. INSPECTIONS AND RAINFALL ON SITE MUST BE DOCUMENTED AND READILY AVAILABLE FOR REVIEW. INSPECTIONS ARE REQUIRED AS FOLLOWES:

1. ONCE EVERY SEVEN DAYS ON EXPOSED SOIL AREAS.
2. WITHIN 24 HOURS AFTER A ONE-HALF INCH OR GREATER RAIN EVENT OVER 24 HOURS.
3. ONCE EVERY 30 DAYS ON STABILIZED AREAS.
4. AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION ON FROZEN GROUND.

EROSION AND SEDIMENT CONTROL MAINTENANCE PROGRAM :

1. WHEN SEDIMENT REACHES 1/3 THE HEIGHT OF THE BMP ON PERIMETER CONTROL DEVICES, SEDIMENT MUST BE REMOVED WITHIN 24 HOURS OF DISCOVERY.

2. IF THE PERIMETER CONTROL DEVICE IS NOT FUNCTIONAL IT MUST BE REPAIRED OR REPLACED WITHIN 24 HOURS OF DISCOVERY.

3. TEMPORARY SEDIMENT BASINS SHALL BE MAINTAINED WHEN SEDIMENT REACHES 1/2 THE OUTLET HEIGHT OR 1/2 THE BASIN STORAGE VOLUME. BASINS MUST BE DRAINED OR SEDIMENT REMOVED WITHIN 72 HOURS OF DISCOVERY.

4. SEDIMENT MUST BE REMOVED FROM PAVED SURFACES WITHIN 24 HOURS OF DISCOVERY.

5. EROSION INTO STREETS. WETLANDS OR WATER BODIES :

   A. IF ERODED SOILS (INCLUDING TRACKED SOILS FROM CONSTRUCTION ACTIVITES) ENTER OR APPEAR LIKELY TO ENTER STREETS, WETLANDS, OR OTHER WATER BODIES, PREVENTION STRATEGIES, CLEANUP AND REPAIR MUST BE IMMEDIATE WITH THE APPROPRIATE APPROVALS FROM THE DNR, MPCA, OR ANY OTHER STATE, FEDERAL, OR LOCAL AGENCIES AS NECESSARY. THE OWNER SHALL PROVIDE ALL TRAFFIC CONTROL AND FLAGGING REQUIRED TO PROTECT THE TRAVELING PUBLIC DURING CLEANUP OPERATIONS.

6. EROSION OFF-SITE :

   A. IF EROSION BREACHES THE PERIMETER OF THE SITE, THE OWNER SHALL IMMEDIATELY DEVELOP A CLEANUP AND RESTORATION PLAN, OBTAIN RIGHT-OF-ENTRY FROM THE ADJOINING PROPERTY OWNER AND GET APPROPRIATE APPROVALS FROM ALL STATE, FEDERAL, AND LOCAL AGENCIES AS NECESSARY. THEN IMPLEMENT THE CLEANUP AND RESTORATION PLAN WITHIN 48 HOURS OF OBTAINING THE ADJOINING PROPERTY OWNER'S PERMISSION AND APPROVAL FROM ANY APPROPRIATE STATE, FEDERAL, AND LOCAL AGENCIES.

CONSTRUCTION SITE PRACTICES :

1. WASTE AND MATERIAL DISPOSAL :

   A. ALL WASTE, UNUSED BUILDING MATERIAL (INCLUDING GARBAGE DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS OR HAZARDOUS MATERIALS), COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE PROPERLY CONTAINED ON SITE AND DISPOSED OF OFF SITE, NOT ALLOWED TO BE CARRIED BY RUNOFF INTO RECEIVING CHANNEL OR STORAGE SEWER SYSTEM.

2. HAZARDOUS MATERIALS :

   A. OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILL, LEAKS, OR OTHER DISCHARGE.

   B. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM.

   C. CONCRETE WASH MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND RUNOFF MUST MUST BE CONTAINED WITHIN THE DEFINED AREA.

   D. STORAGE OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

3. LIQUID WASTE :

   A. ALL NON STORMWATER DISCHARGES (CONCRETE TRUCK WASHOUT, VEHICLE WASHING, MAINTENANCE SPILLS, ETC. CONDUCTED DURING THE CONSTRUCTION ACTIVITY MUST COMPLY WITH THE NEWEST VERSION OF THE STATE NPDES PERMIT.

4. SANITARY FACILITIES :

   A. ADEQUATE ON-SITE SANITARY FACILITIES SHALL BE PROVIDED IN CONVENIENT LOCATION(S) FOR ALL PERSONS WHO WORK ON THE SITE.

5. TRACKING :

   A. EACH SITE SHALL HAVE GRAVELED ROADS, ACCESS DRIVES AND PARKING AREAS OF SUFFICIENT WIDTH AND LENGTH TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS.

   B. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH WORKDAY.

6. DRAIN INLET PROTECTION :

   A. ALL STORM DRAIN INLETS SHALL BE PROTECTED DURING CONSTRUCTION WITH CONTROL MEASURES AS APPROVED BY THE CITY.

   B. THESE DEVICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION OF THE SITE.

   C. A REGULAR INSPECTION AND MAINTENANCE PLAN SHALL BE DEVELOPED AND IMPLEMENTED TO ASSURE THESE DEVICES ARE OPERATIONAL AT ALL TIMES.

7. EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.

GRADING GENERAL NOTES :

1. PRIOR TO INITIAL GRADING, THE CONTRACTOR IS RESPONSIBLE TO MAKE SURE ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED.

2. ABSOLUTELY NO CONSTRUCTION, GRADING, OR FABRICATION SHALL BEGIN UNTIL:

   A. THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

   B. ALL NECESSARY BMP'S ARE INSTALLED.

3. GOPHER STATE ONE CALL (800) 252 - 1166, MUST BE NOTIFIED 48 HOURS PRIOR TO START OF CONSTRUCTION.

4. ROCK CONSTRUCTION ENTRANCES (PER THE STANDARD DETAIL PLATE) MUST BE PROVIDED AT ALL CONSTRUCTION SITE ACCESS POINTS.

5. TEMPORARY SEDIMENT POND(S) MUST BE ESTABLISHED IN INITIAL PHASE IN ORDER TO CAPTURE RUNOFF DURING GRADING OF THE CONSTRUCTION SITE.

6. ALL IMPROVEMENTS TO CONFORM TO CITY AND COUNTY'S LATEST STANDARDS SPECIFICATION.

7. TOPSOIL MUST BE STRIPPED PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE.

8. IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) MUST BE APPLIED OVER SEED MIXTURE WITH A MINIMUM OF 6" TOPSOIL.

9. ALL FINISHED GRADES MUST SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%.

10. CONTRACTOR IS REQUIRED TO KEEP A COPY OF THE EROSION CONTROL PLAN ON SITE, AT ALL TIMES.

SITE DEWATERING PRACTICES :

1. WATER PUMPED FROM THE SITE SHALL BE TREATED BY TEMPORARY SEDIMENTATION BASINS, GRIT CHAMBERS, SAND FILTERS, UPFLOW CHAMBERS, HYDROCYCLONES, SWIRL CONCENTRATORS OR OTHER APPROPRIATE CONTROLS AS APPROPRIATE. ALL WATER FROM DEWATERING MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES, OR INUNDATION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WELAND.

2. ALL DISCHARGE POINTS MUST BE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES. ADEQUATE SEDIMENTATION CONTROL MEASURES ARE REQUIRED FOR DISCHARGE WATER THAT CONTAINS SUSPENDED SOLIDS.

FINAL STABILIZATION :

THE CONTRACTOR MUST ENSURE FINAL STABILIZATION OF THE SITE. THE CONTRACTOR MUST SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 30 DAYS AFTER FINAL STABILIZATION IS COMPLETE, OR ANOTHER OWNER/OPERATOR (PERMITEE) HAS ASSUMED CONTROL OF ALL AREAS OF THE SITE THAT HAVE NOT UNDERGONE FINAL STABILIZATION. FINAL STABILIIZATION CAN BE ACHIEVED IN ONE OF THE FOLLOWING WAYS:

ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL SOILS MUST BE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OVER THE ENTIRE PERVIOUS SURFACE AREA, OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSIVE CONDITIONS AND:

   A. ALL DRAINAGE DITCHES, CONSTRUCTED TO DRAIN WATER FROM THE SITE AFTER CONSTRUCTION IS COMPLETE, MUST BE STABILIZED TO PRECLUDE EROSION;

   B. ALL TEMPORARY SYNTHETIC, AND STRUCTURAL EROSION PREVENTION AND SEDIMENT BMPS (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION;

   C. THE CONTRACTORS MUST CLEAN OUT ALL SEDIMENT FROM CONVEYANCES AND FROM TEMPORARY SEDIMENT BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES OR DRAINAGE WAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEAN OUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.

ESTIMATED EROSION & SEDIMENT CONTROL QUANTITIES

SILT FENCE = 500 LF
SEEDING & MULCHING = 0.5 AC

TRAINED PERSONNEL

THE PERMITTTEES DO NOT KNOW THE NAMES OF THE INDIVIDUALS AT THE TIME OF APPLICATION BUT WILL ENSURE THEY DOCUMENT TRAINING BEFORE CONSTRUCTION ACTIVITY COMMENCES.

SOIL COMPACTION & TOPSOIL

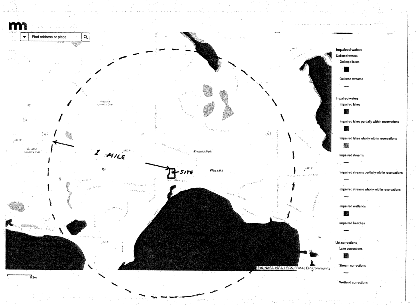
DISTURBED SOILS ARE TO BE SCARIFIED TO A 6" DEPTH PRIOR TO PLACING EXISTING STOCKPILED TOPSOIL AT SURFACE.

SWPPP AMENDMENTS

THE QUALIFIED INDIVIDUAL CHOSEN BY THE PERMITTEE SHALL COMPLETE ALL SWPPP CHANGES & MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S AS NECESSARY.

IMPAIRED WATERS

ACCORDING TO MNDOT MAPS THERE ARE IMPAIRED WATERS WITHIN 1 MILE OF THIS SITE.




C4

| DATE | REMARKS |
|---|---|
| 7-22-24 | |

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 Professional Engineer under the laws of the State of Minnesota.
[signature]
Mark S. Gronberg Minnesota License Number 12755

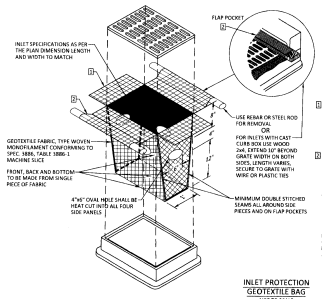
PROJECT
WESTWAY LLC
STORMWATER POLLUTION PREVENTION PLAN

DATE 5-23-24
SCALE N/A
JOB NO 24-111

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINNERS, LAND SURVEYORS, LAND PLANNERS
445 NORTH WILLOW DRIVE LONG LAKE, MN 55356
952-473-4141

24-111

STANDARD DETAILS FOR
# WESTWAY LLC




NOTES:
1. INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENTS EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MOVING THE INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE INLET PROTECTION DEVICE DOES NOT DISCHARGE SEDIMENT OR ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
2. FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

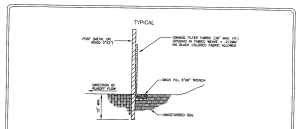
FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2x4.

INSTALLATION NOTES:
DO NOT RESTRICT PROTECTION IN INLETS SHALLOWER THAN 10", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

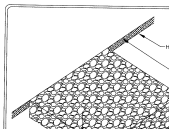
THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CUNCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MINIMUM OF 6" FROM THE BOTTOM OF THE BAG.

INLET PROTECTION
GEOTEXTILE BAG
NOT TO SCALE



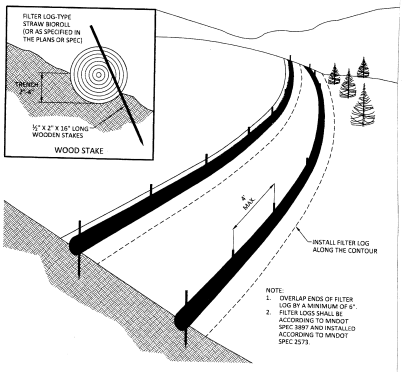

NOTES:
1. DIG A 6"x6" TRENCH ALONG THE INTENDED FENCE LINE.
2. DRIVE ALL POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
3. WIRE FENCING PER HENNEPIN COUNTY CONSERVATION DISTRICT EROSION AND SEDIMENT CONTROL MANUAL. WIRE MESH MUST BE A MINIMUM OF 2" INTO THE GROUND AND NO MORE THAN 36" ABOVE THE ORIGINAL GROUND SURFACE.
4. LAY OUT SILT FENCE ON THE UPHILL SIDE ALONG THE FENCE LINE, AND BACK FILL.
5. WOOD POSTS MAY BE SPACED UP TO 4 FEET APART IF WIRE MESH IS NOT USED TO SUPPORT THE FABRIC. OF HEAVY DUTY SILT FENCE, IF WIRE MESH IS USED TO SUPPORT THE FABRIC STEEL POSTS MAY BE SPACED UP TO 8 FEET APART.
6. REMOVE SILT FENCE AFTER TURF IS ESTABLISHED.

| | | | |
|---|---|---|---|
| City of Wayzata | STANDARD DETAILS<br>SILT FENCE | LAST REVISION<br>Nov. 2009<br>CITY DRAWING<br>ERO-2 | |
| | WAYZATA, MINNESOTA | WAYZATA ENGINEERING | |



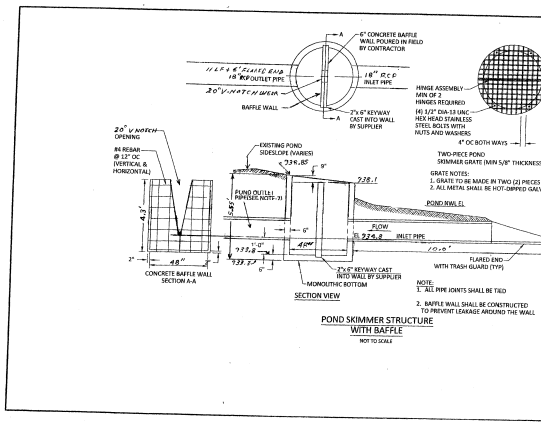

NOTES:
1. ROCK SIZE SHOULD BE 1" TO 2" IN SIZE OR CA-2 COARSE AGGREGATE. (WASHED)
2. A GEOTEXTILE FABRIC SHALL BE USED UNDER MIGRATION OF THE UNDERLYING SOIL INTO
3. ROCK CONSTRUCTION ENTRANCE MUST BE K CLEANED OR REPLACED UPON NOTICE BY T OR POLLUTION CONTROL AGENCY.

| | | |
|---|---|---|
| City of Wayzata | STANDARD D<br>ROCK CONSTRUCTI | |
| | WAYZATA, MI | |



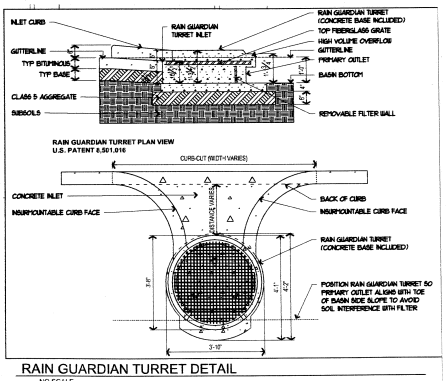

NOTE:
1. OVERLAP ENDS OF FILTER LOG BY A MINIMUM OF 6".
2. FILTER LOGS SHALL BE ACCORDING TO MNDOT SPEC 3897 AND INSTALLED ACCORDING TO MNDOT SPEC 2573.

PERIMETER PROTECTION-FILTER LOG
NOT TO SCALE




NOTE:
1. ALL PIPE JOINTS SHALL BE TIED
2. BAFFLE WALL SHALL BE CONSTRUCTED TO PREVENT LEAKAGE AROUND THE WALL

POND SKIMMER STRUCTURE
WITH BAFFLE
NOT TO SCALE




RAIN GUARDIAN TURRET DETAIL
NO SCALE

ALL CONSTRUCTION & MATERIALS TO BE IN ACCO
LATEST SPECIFICATIONS FOR THE CITY OF WAYZA
ENGINEERS ASSOCIATION OF MINNESOTA (CEAM).

C5

| DATE | REVISIONS | | PROJECT | | |
|---|---|---|---|---|---|
| 7-22-24 | | 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 Professional Engineer under the laws of the State of Minnesota.<br>Mark S. Gronberg<br>Mark S. Gronberg Minnesota License Number 12755 | | DATE 5-23-24<br>SCALE 1"=20'<br>JOB NO 24-111 | GRONBERG & ASS<br>CIVIL ENGINEERS, LAND SURV<br>445 NORTH WILLOW DRIVE<br>952-473 |

24-111C

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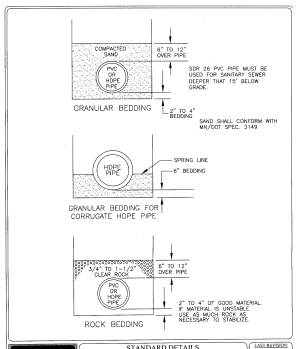
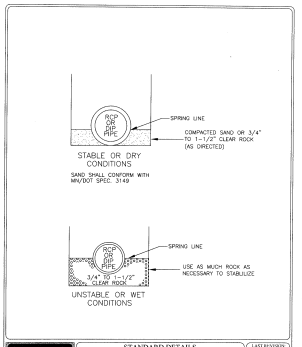
# STANDARD DETAILS FOR
# WESTWAY LLC

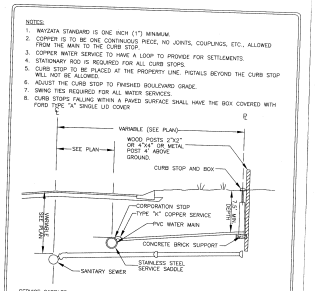



STANDARD DETAILS — PVC & HDPE PIPE BEDDING — LAST REVISION: Dec. 2009 — CITY PLATE NO. UTIL-1 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING



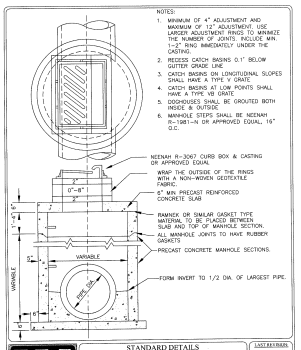

STANDARD DETAILS — RCP & DIP PIPE BEDDING — LAST REVISION: Dec. 2009 — CITY PLATE NO. UTIL-2 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING

NOTES:
1. WAYZATA STANDARD IS ONE INCH (1") MINIMUM.
2. COPPER IS TO BE ONE CONTINUOUS PIECE, NO JOINTS, COUPLINGS, ETC., ALLOWED FROM THE MAIN TO THE CURB STOP.
3. COPPER WATER SERVICE TO HAVE A LOOP TO PROVIDE FOR SETTLEMENTS.
4. STATIONARY ROD IS REQUIRED FOR ALL CURB STOPS.
5. CURB STOP TO BE PLACED AT THE PROPERTY LINE. PIGTAILS BEYOND THE CURB STOP WILL NOT BE ALLOWED.
6. ADJUST THE CURB STOP TO FINISHED BOULEVARD GRADE.
7. SWING TIES REQUIRED FOR ALL WATER SERVICES.
8. CURB STOPS FALLING WITHIN A PAVED SURFACE SHALL HAVE THE BOX COVERED WITH FORD TYPE "A" SINGLE LID COVER

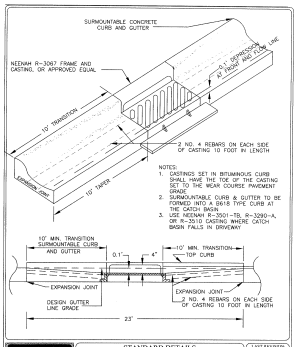



STANDARD DETAILS — WATER SERVICE CONNECTION — LAST REVISION: Jun. 2015 — CITY PLATE NO. WAT-1 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING

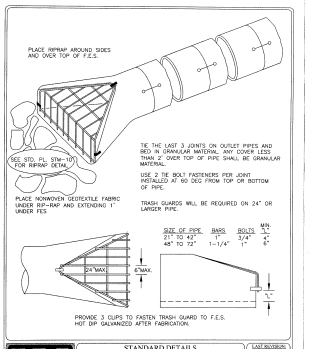
NOTES:
1. MINIMUM OF 4" ADJUSTMENT AND MAXIMUM OF 12" ADJUSTMENT. USE LARGER ADJUSTMENT RINGS TO MINIMIZE THE NUMBER OF JOINTS. INCLUDE MIN. 2" MORTAR IMMEDIATELY UNDER THE CASTING.
2. RECESS CATCH BASINS 0.1' BELOW GUTTER GRADE LINE.
3. CATCH BASINS ON LONGITUDINAL SLOPES SHALL HAVE A TYPE V GRATE.
4. CATCH BASINS AT LOW POINTS SHALL HAVE A TYPE VB GRATE.
5. DOGHOUSES SHALL BE GROUTED BOTH INSIDE & OUTSIDE.
6. MANHOLE STEPS SHALL BE NEENAH R-1981-N OR APPROVED EQUAL, 16" O.C.




STANDARD DETAILS — CATCH BASIN MANHOLE — LAST REVISION: Nov. 2009 — CITY PLATE NO. STM-3 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING

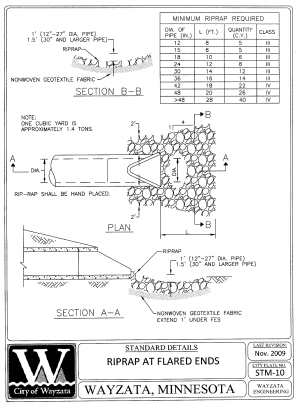



STANDARD DETAILS — CATCH BASIN IN CONCRETE CURB — LAST REVISION: Nov. 2009 — CITY PLATE NO. STM-8 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING

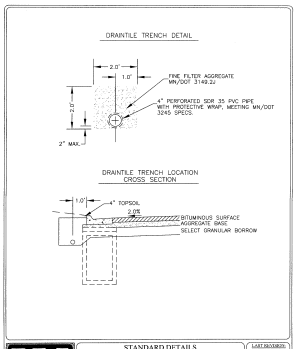



STANDARD DETAILS — FLARED END SECTION — LAST REVISION: Nov. 2009 — CITY PLATE NO. STM-9 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING

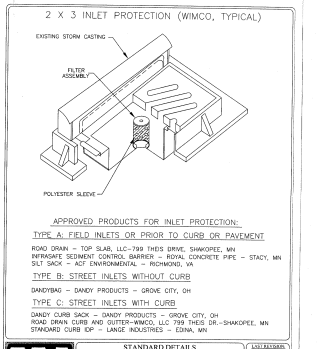
| MINIMUM RIPRAP REQUIRED | | | |
|---|---|---|---|
| DIA. OF PIPE (IN.) | L (FT.) | QUANTITY (C.Y.) | CLASS |
| 12 | 8 | 3 | III |
| 15 | 8 | 5 | III |
| 18 | 10 | 5 | III |
| 24 | 12 | 8 | III |
| 30 | 14 | 12 | III |
| 36 | 16 | 14 | III |
| 42 | 18 | 22 | IV |
| 48 | 20 | 25 | IV |
| >48 | 28 | 40 | IV |



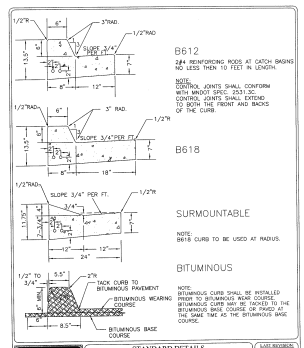

STANDARD DETAILS — RIPRAP AT FLARED ENDS — LAST REVISION: Nov. 2009 — CITY PLATE NO. STM-10 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING



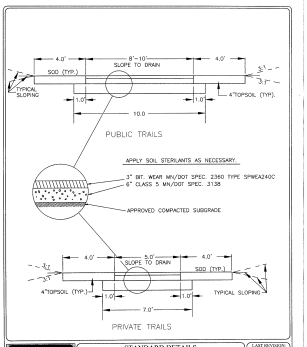

STANDARD DETAILS — DRAIN TILE TRENCH — LAST REVISION: Nov. 2009 — CITY PLATE NO. STM-12 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING



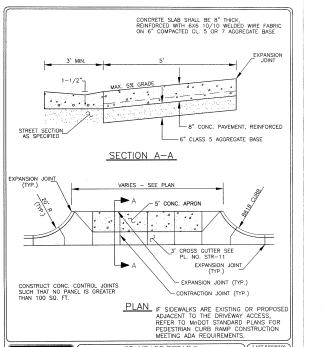

STANDARD DETAILS — INLET PROTECTION — LAST REVISION: Nov. 2009 — CITY PLATE NO. ERO-1 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING




STANDARD DETAILS — CURB AND GUTTER — LAST REVISION: Nov. 2009 — CITY PLATE NO. STR-1 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING




STANDARD DETAILS — TYPICAL TRAIL SECTION — LAST REVISION: Mar. 2022 — CITY PLATE NO. STR-6 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING




STANDARD DETAILS — COMMERCIAL DRIVEWAY — LAST REVISION: Mar. 2022 — CITY PLATE NO. STR-15 — City of Wayzata — WAYZATA, MINNESOTA — WAYZATA ENGINEERING

C6

24111C0BDETAILS.SCJ

| DATE | REVISIONS |
|---|---|
| 7-22-24 | |

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 Professional Engineer under the laws of the State of Minnesota.

Mark S. Gronberg

Mark S. Gronberg Minnesota License Number 12755

PROJECT

DATE 5-23-24 — SCALE 1"=20' — JOB NO. 24-111C

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
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952-473-4141

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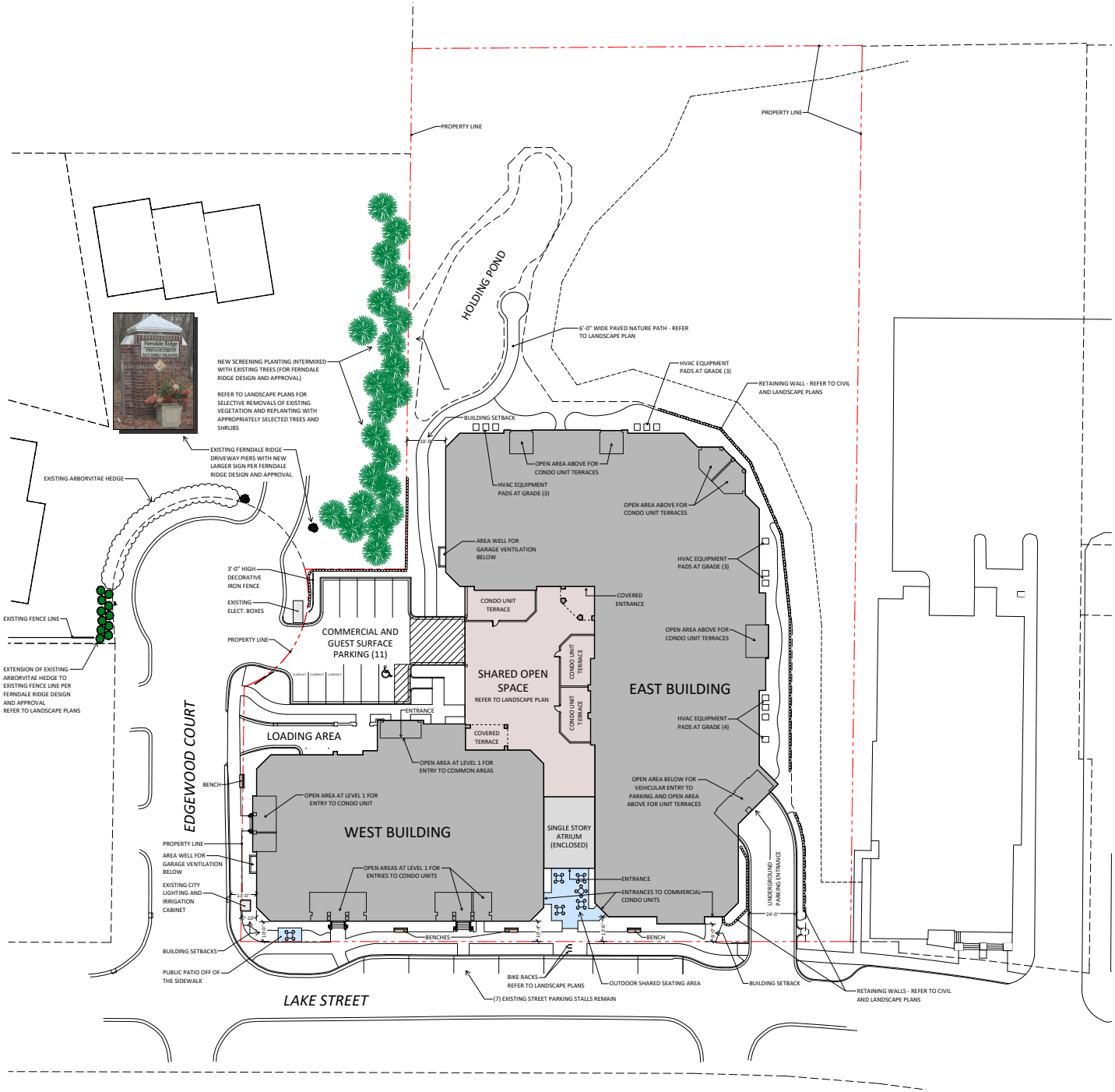


1 ARCHITECTURAL SITE PLAN (PUD GENERAL PLAN)
AS0.1 1"=20'-0"

**EXHIBIT FOR DEVELOPMENT AGREEMENT**
**JUNE 14, 2024**
**UPDATED JULY 26, 2024**

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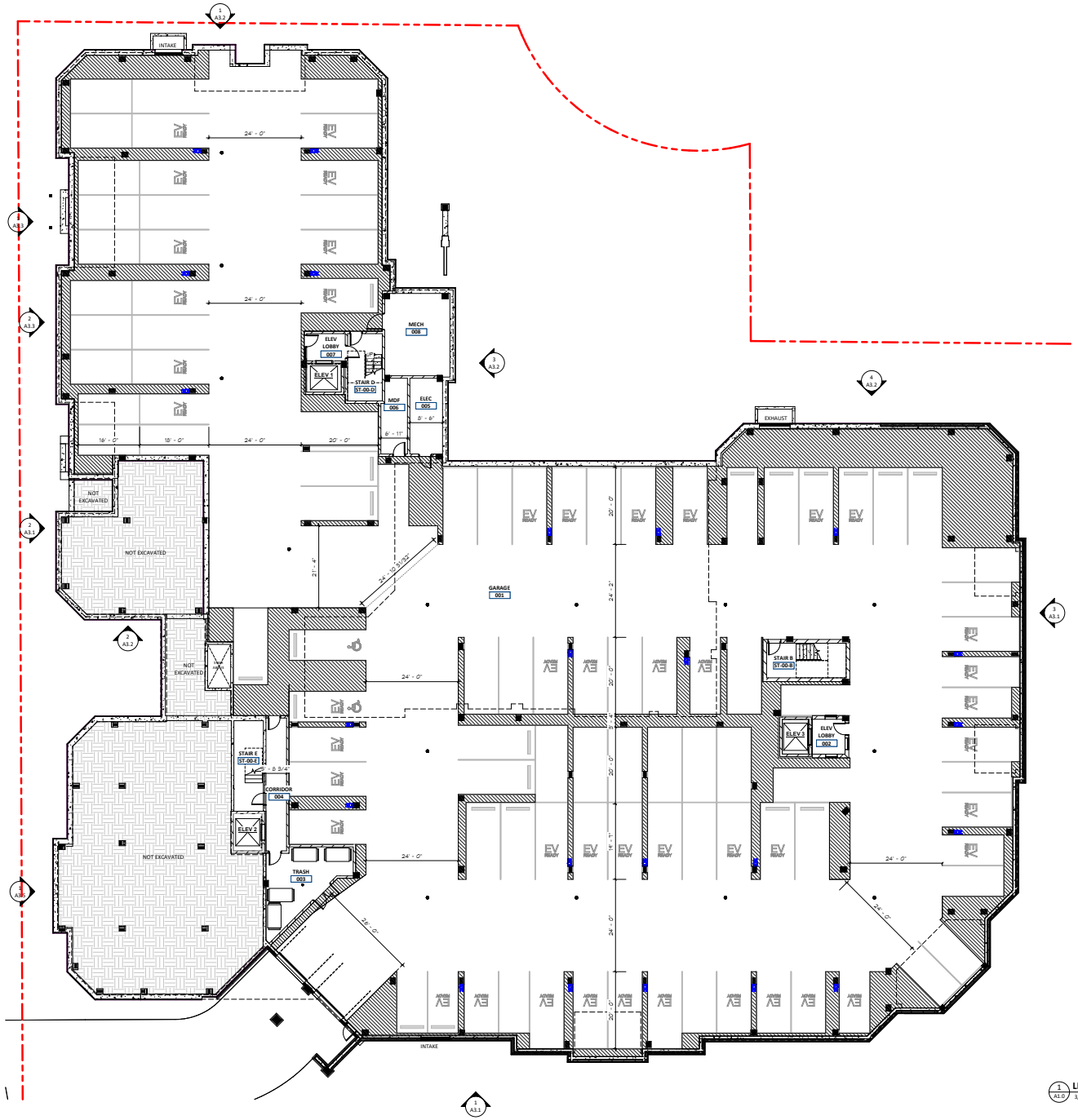
KEY PLAN

WESTWAY CONDOMINIUMS

ARCHITECTURAL SITE PLAN

**AS0.1**




1 A1.0 LEVEL 0 FLOOR PLAN
3/32" = 1'-0"

## DIMENSIONING STANDARDS

1. EXTERIOR MASONRY/CONCRETE WITH OR WITHOUT MASONRY VENEER WALLS, DIMENSIONS ARE TO FACE OF MASONRY.
2. MASONRY OR NON-MASONRY VENEER EXTERIOR WALLS WITH STUD BACKUP, (IE METAL PANEL) DIMENSIONS ARE TO EXTERIOR FACE OF SHEATHING.
3. INTERIOR WALLS, DIMENSIONS ARE TO THE FACE OF GYPSUM BOARD.
4. MECHANICAL AND STAIR SHAFT WALLS, DIMENSIONS ARE TO SHAFT SIDE FACE OF GYPSUM BOARD.
5. DOUBLE STUD DEMISING WALLS, DIMENSIONS ARE TO CENTERLINE OF STRUCTURAL CORE (SEE WALL TYPES FOR DIAGRAM OF WALL CORE - SEE LAYOUT PLAN OR UNIT PLANS FOR PLUMBING OR OTHER OFFSETS).
6. DOUBLE STUD CORRIDOR WALLS DIMENSIONS ARE TO FACE OF GYPSUM BOARD AT CORRIDOR SIDE.
7. EXISTING WALLS ARE DIMENSIONED FROM FACE OF WALL FINISH.
8. DO NOT SCALE DIMENSIONS FROM PLANS. NOTIFY ARCHITECT OF MISSING DIMENSIONS.
9. REFER TO ENLARGED PLANS AND DETAIL CALLOUTS FOR ADDITIONAL DIMENSIONING INFORMATION.

## PARKING SCHEDULE - VEHICLES

| | |
|---|---|
| LEVEL 0 | |
| 8'-0" X 16' | 11 |
| 8'-0" X 18' | 5 |
| 8'-0" X 20' | 3 |
| 8'-6" X 20' | 2 |
| 9'-0" X 16' | 13 |
| 9'-0" X 18' | 5 |
| 9'-0" X 20' | 61 |
| ACCESSIBLE | 2 |
| | 102 |
| LEVEL 1 | |
| 9'-0" X 16' | 3 |
| 9'-0" X 20' | 7 |
| ACCESSIBLE | 1 |
| | 11 |
| TOTAL STALLS LEVEL -1 & 1: | 113 |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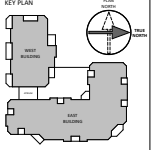


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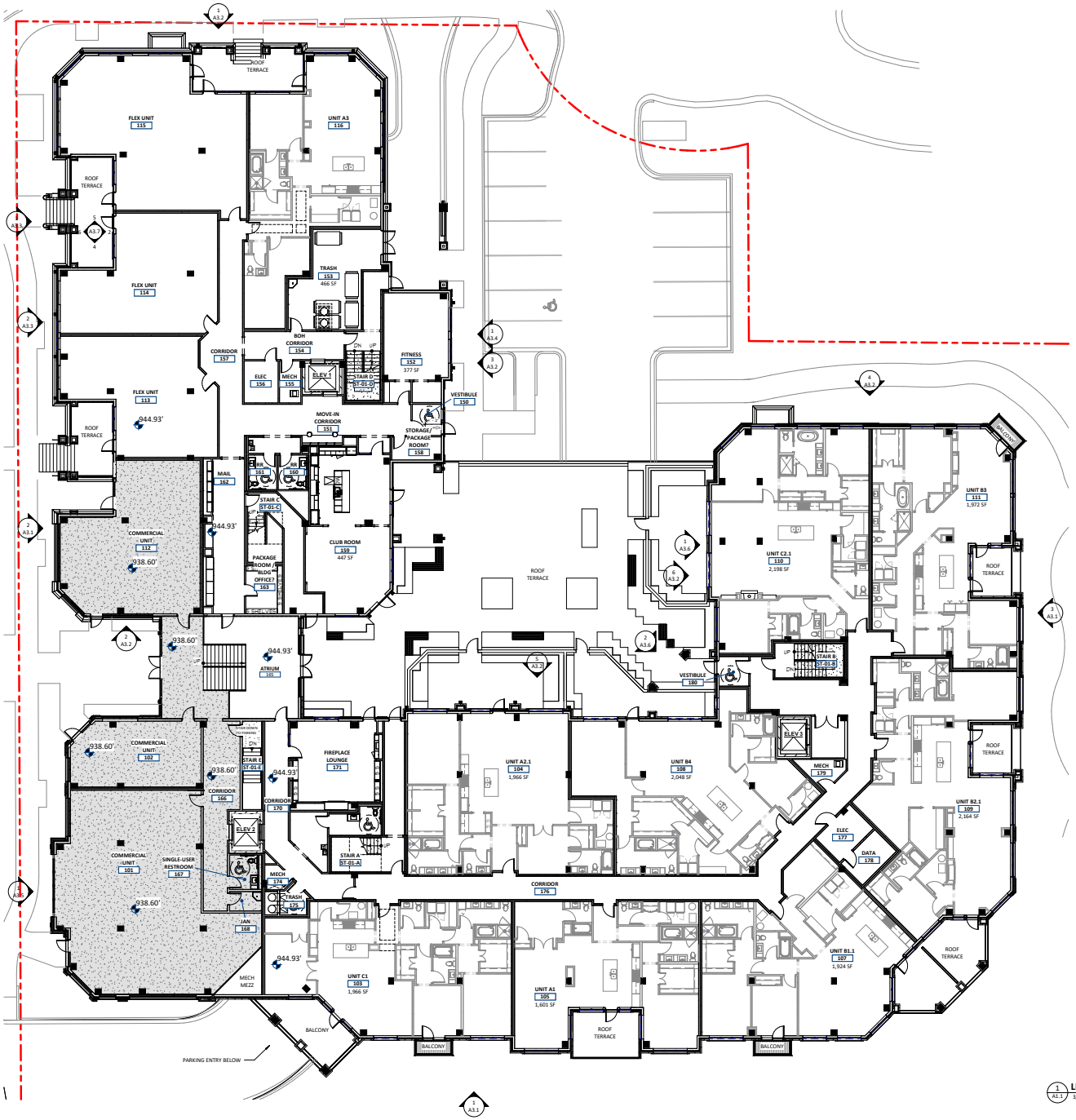
LEVEL 0 OVERALL PLAN

A1.0




1 A1.1 LEVEL 1 FLOOR PLAN
3/32" = 1'-0"

## DIMENSIONING STANDARDS

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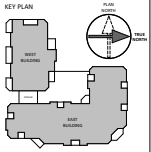
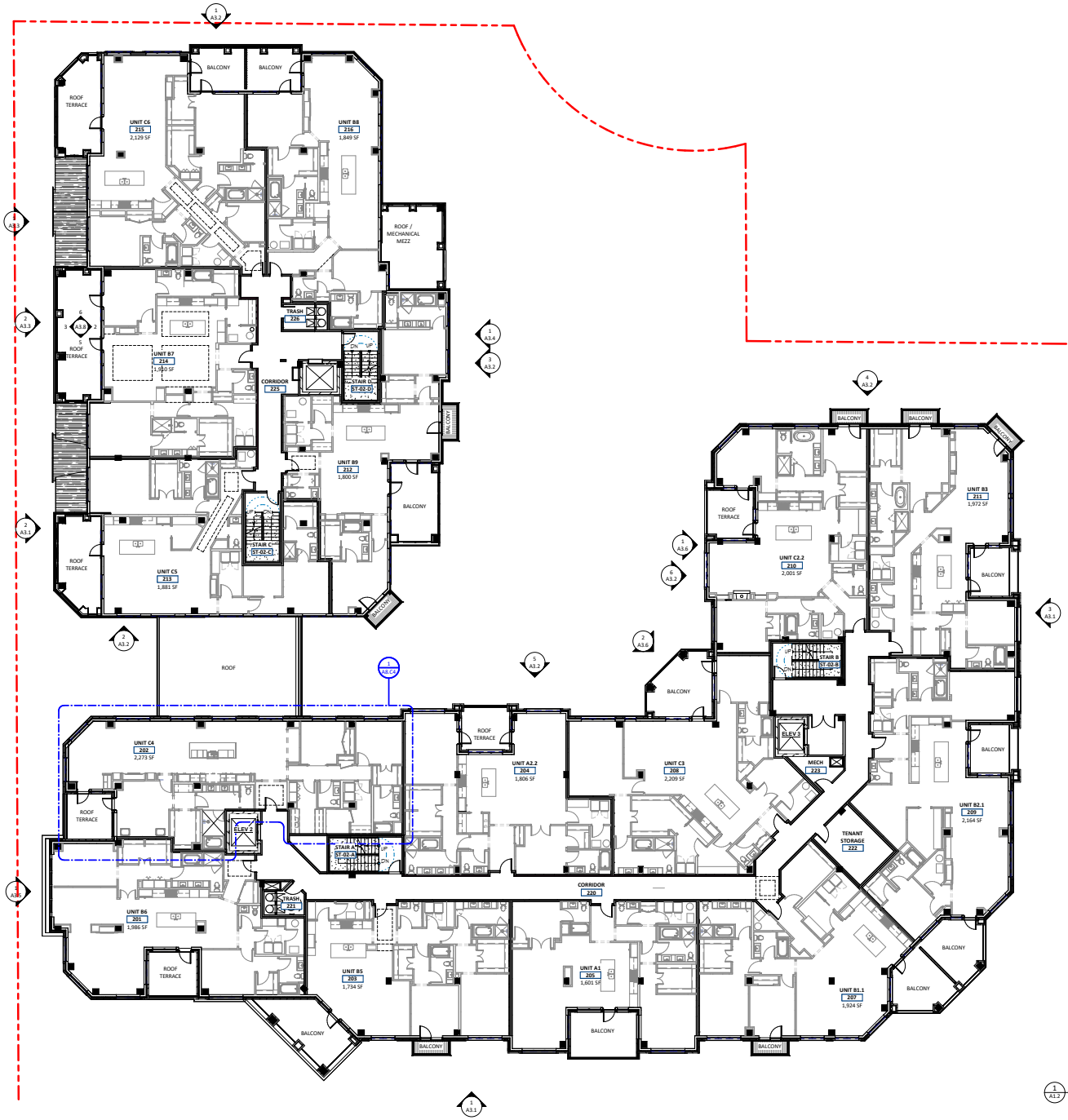



WESTWAY CONDOMINIUMS

LEVEL 1 OVERALL PLAN

A1.1




1 LEVEL 2 OVERALL PLAN
A1.2
3/32" = 1'-0"
0 5'-4" 10'-8" 21'-4"

## DIMENSIONING STANDARDS

1. EXTERIOR MASONRY/CONCRETE WITH OR WITHOUT MASONRY VENEER WALLS. DIMENSIONS ARE TO FACE OF MASONRY.
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9. REFER TO ENLARGED PLANS AND DETAIL CALLOUTS FOR ADDITIONAL DIMENSIONING INFORMATION.
10. KITCHEN ISLANDS ARE DIMENSIONED FROM FACE OF WALL TO FACE OF CABINET DOOR/DRAWER PANELS (NOT COUNTERTOP). CLEARANCE TO BE 3'-4" MIN. BETWEEN COUNTER EDGE AND OPPOSING APPLIANCES (NOT INCLUDING HANDLES) OR OPPOSING COUNTER EDGE, WHICHEVER IS MORE RESTRICTIVE. SEE UNIT ACCESSIBILITY PLANS FOR REQUIRED CLEARANCES. GC TO VERIFY DIMENSIONS WITH FINAL APPLIANCE SELECTIONS.
11. DIMENSIONS AT SHOWERS AND TUBS ARE NOMINAL. ALCOVE DIMENSIONS TO BE VERIFIED WITH PAN SIZES. AT TYPE B UNITS, COMPLIANT SHOWERS TO PROVIDE 36" MIN CLEAR (FINISH TO FINISH) WIDTH AND DEPTH WHEN MEASURED TO FACE OF SHOWER CURB. AT TYPE A UNITS, COMPLIANT SHOWERS TO PROVIDE 30" MIN X 60" (ROLL-IN) CLEAR FINISH DIMENSION WHEN MEASURED TO FACE OF THE ALCOVE WALLS. ASSUME A MINIMUM OF ½" FOR WALL BASE AND TILE FINISHES.

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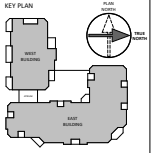


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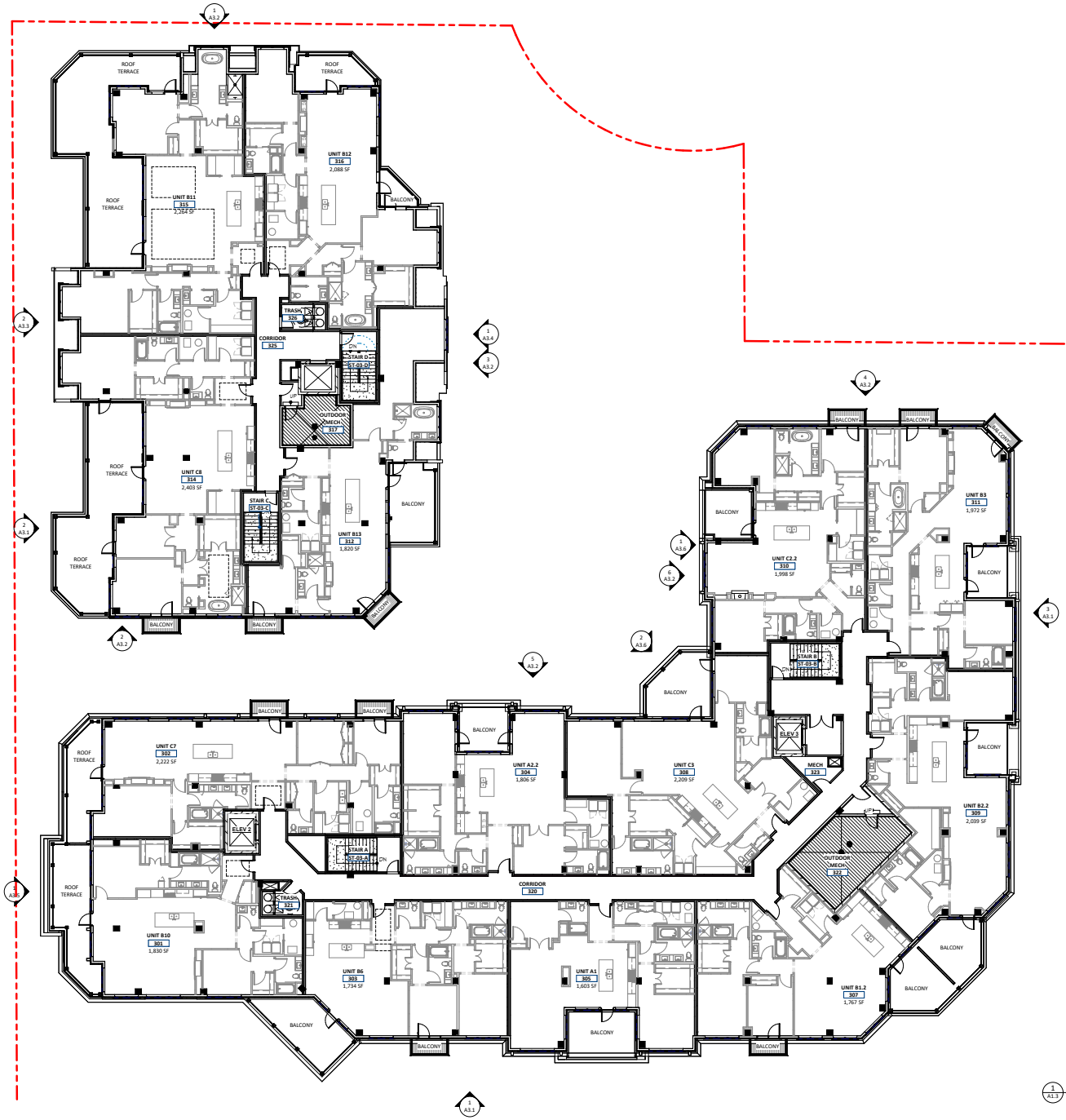
LEVEL 2 OVERALL PLAN

A1.2




1 A1.3 **LEVEL 3 FLOOR PLAN**
3/32" = 1'-0"

DIMENSIONING STANDARDS

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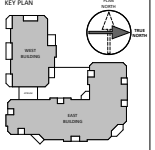


WESTWAY CONDOMINIUMS

LEVEL 3 OVERALL PLAN

**A1.3**

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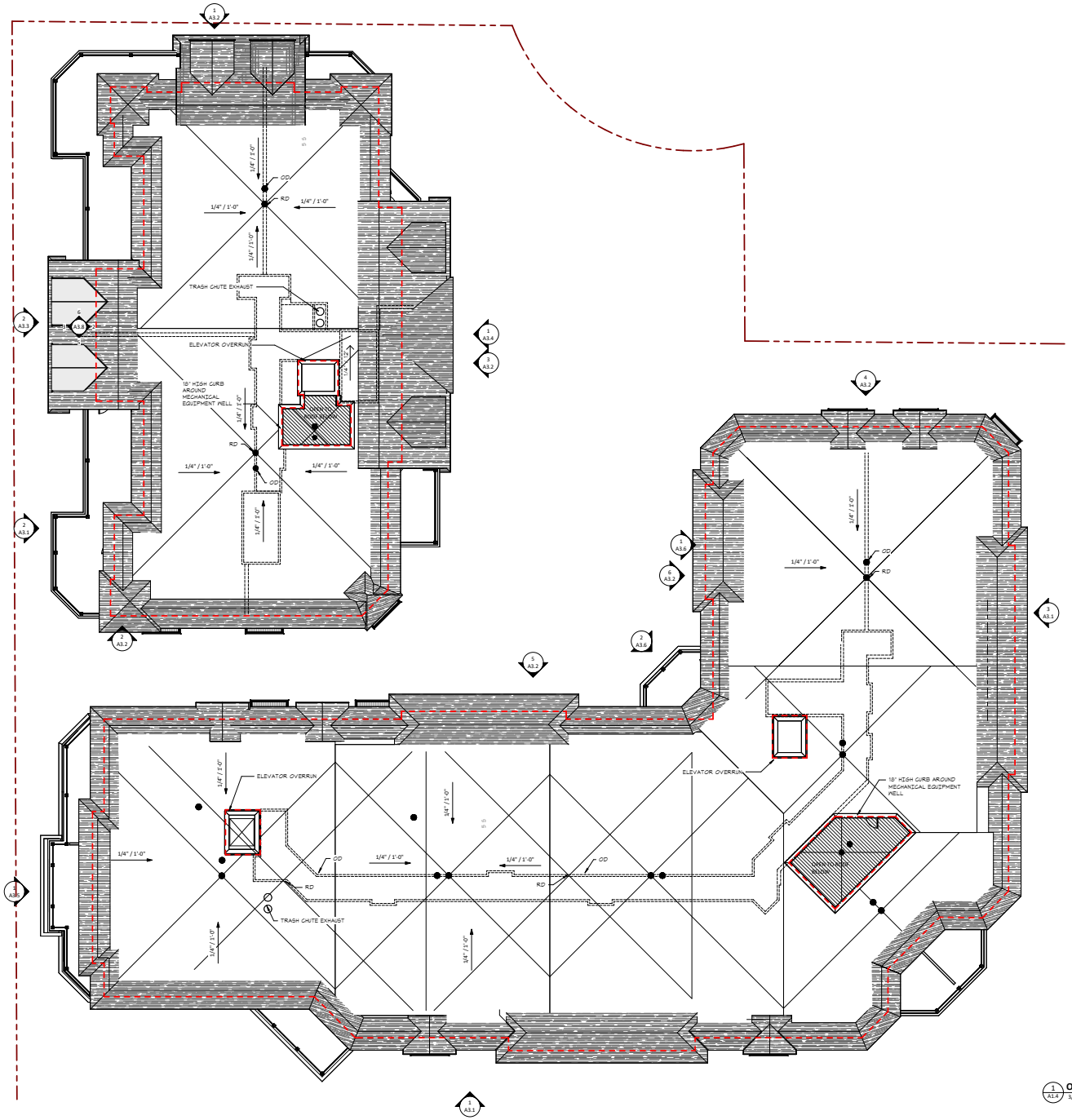


1 A1.4 OVERALL ROOF PLAN
3/32" = 1'-0"

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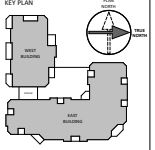


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ROOF LEVEL OVERALL PLAN

A1.4

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4 A3.0 SECOND STORY VIEW OF WEST BUILDING
12" = 1'-0"

2 A3.0 NORTH-WEST VIEW - WEST BUILDING
12" = 1'-0"

3 A3.0 SOUTH-EAST - WEST BUILDING
12" = 1'-0"

1 A3.0 SOUTH-WEST VIEW - WEST BUILDING
12" = 1'-0"

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WESTWAY CONDOMINIUMS

EXTERIOR ISOMETRIC VIEWS

A3.0

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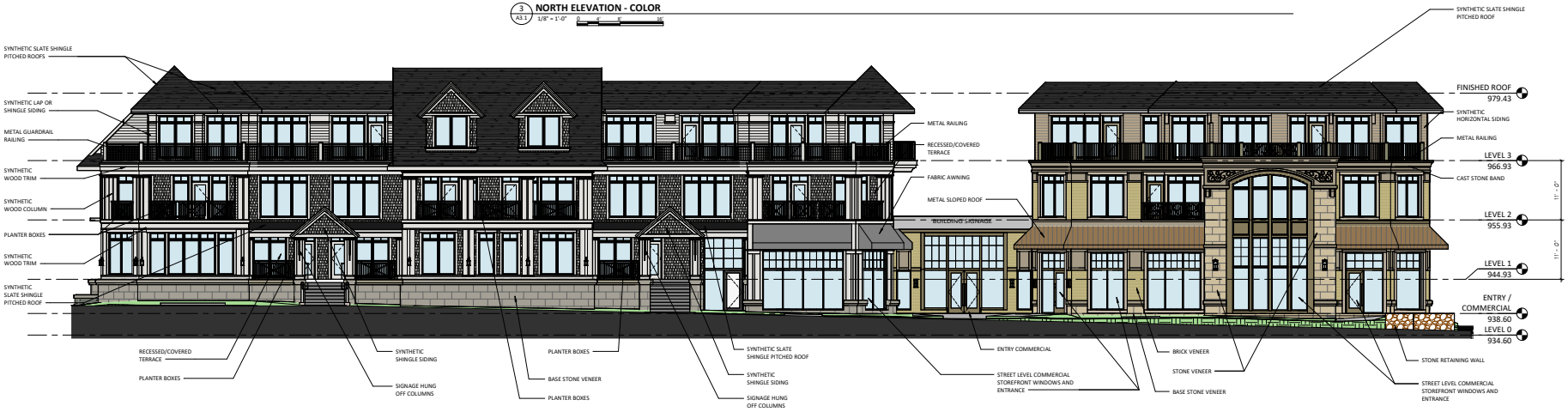
3 A3.1 **NORTH ELEVATION - COLOR**
1/8" = 1'-0"




2 A3.1 **SOUTH ELEVATION - COLOR**
1/8" = 1'-0"

1 A3.1 **EAST ELEVATION - COLOR**
1/8" = 1'-0"

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KEY PLAN

WESTWAY CONDOMINIUMS

EXTERIOR ELEVATIONS

**A3.1**

6 A3.2 **SOUTH ELEVATION - EAST BUILDING**
1/8" = 1'-0"

3 A3.2 **NORTH ELEVATION - WEST BUILDING**
1/8" = 1'-0"

5 A3.2 **WEST ELEVATION - EAST BUILDING - TERRACE**
1/8" = 1'-0"

2 A3.2 **EAST ELEVATION - WEST BUILDING**
1/8" = 1'-0"

4 A3.2 **WEST ELEVATION - EAST BUILDING**
1/8" = 1'-0"

1 A3.2 **WEST ELEVATION - WEST BUILDING**
1/8" = 1'-0"

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WESTWAY CONDOMINIUMS

EXTERIOR ELEVATIONS

A3.2

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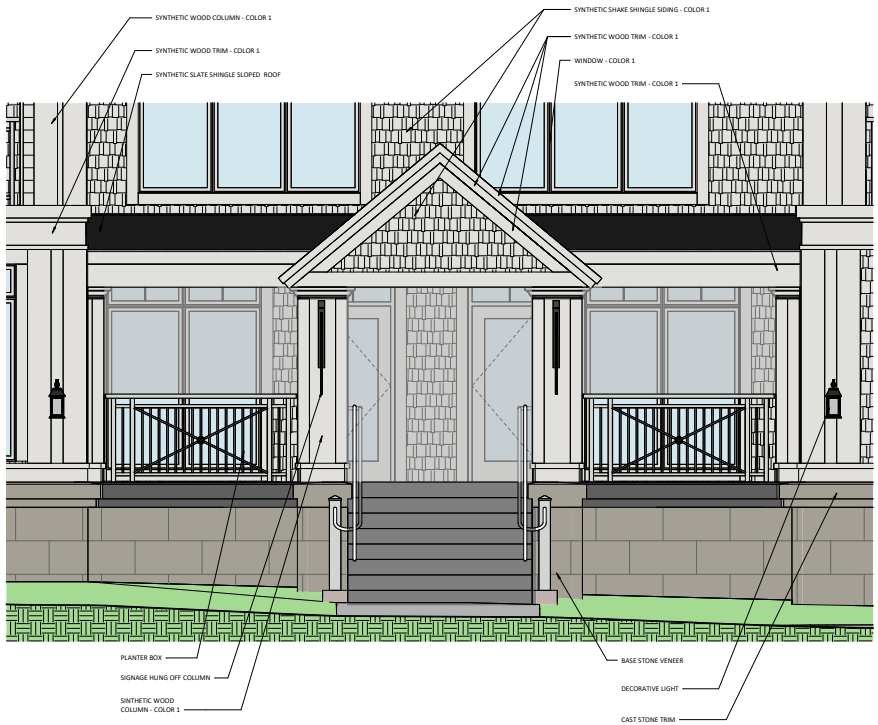
2 A3.3 **LAKE STREET - CENTER - SOUTH ELEVATION**
1/2" = 1'-0" 0 1' 2' 4'




1 A3.3 **LAKE STREET - WEST ENTRANCE - SOUTH ELEVATION**
1/2" = 1'-0" 0 1' 2' 4'

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KEY PLAN

**WESTWAY CONDOMINIUMS**

ENLARGED EXTERIOR ELEVATIONS - WEST BUILDING

**A3.3**

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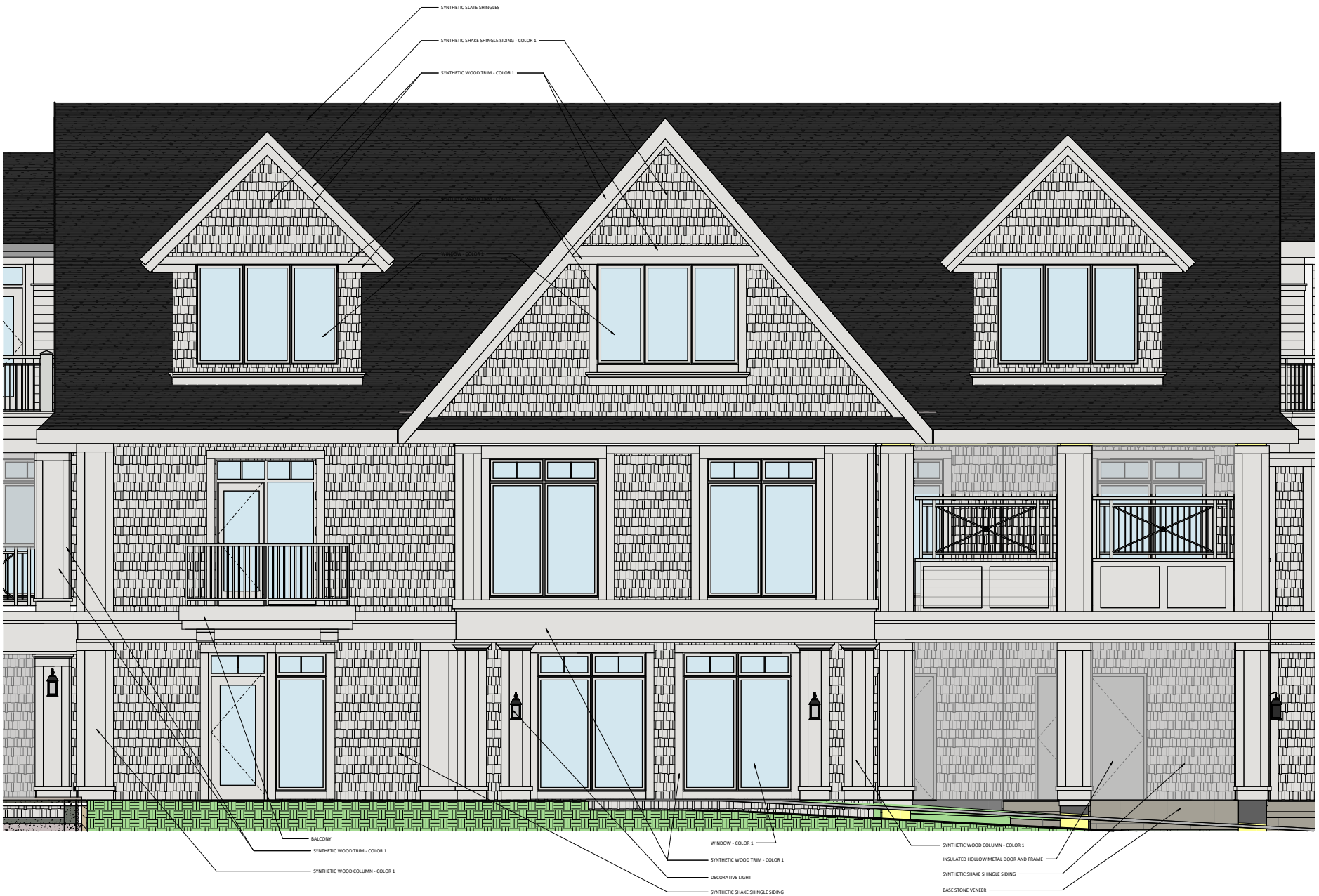


1 A3.4 **TERRACE - PARTIAL NORTH ELEVATION**
1/2" = 1'-0" 0 1 2 4

DD CHECK SET
-
AUG 16, 2024

ORIGINAL ISSUE:

REVISIONS:

| No. | Description | Date |
|---|---|---|

2024-1134
PROJECT NUMBER

Author — DRAWN BY
Checker — CHECKED BY

KEY PLAN

**WESTWAY CONDOMINIUMS**

ENLARGED EXTERIOR ELEVATIONS - WEST BUILDING

**A3.4**

WESTWAY CONDOMINIUMS
201 LAKE STREET EAST
WAYZATA, MINNESOTA

esg
ARCHITECTURE & DESIGN
350 North 5th Street, Suite 400
Minneapolis, MN 55401
p 612.339.5508 | esgarch.com

NOT FOR CONSTRUCTION

2 A3.5 **EAST BUILDING - EAST ELEVATION**
1/2" = 1'-0"

1 A3.5 **EAST BUILDING - SOUTH ELEVATION**
1/2" = 1'-0"

DD CHECK SET
-
AUG 16, 2024

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|---|---|---|

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KEY PLAN

**WESTWAY CONDOMINIUMS**

ENLARGED EXTERIOR ELEVATIONS - EAST BUILDING

**A3.5**

WESTWAY
CONDOMINIUMS
201 LAKE STREET EAST
WAYZATA, MINNESOTA

esg
ARCHITECTURE & DESIGN
350 North 5th Street, Suite 400
Minneapolis, MN 55401
p 612.339.5508 | esgarch.com

NOT FOR CONSTRUCTION

2 A3.6 **EAST BUILDING - COURTYARD - SOUTH-WEST ELEVATION**
1/2" = 1'-0"

1 A3.6 **EAST BUILDING - COURTYARD SOUTH ELEVATION**
1/2" = 1'-0"

DD CHECK SET
-
AUG 16, 2024

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|---|---|---|

2024-1134
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Checker — CHECKED BY

KEY PLAN

**WESTWAY CONDOMINIUMS**

ENLARGED EXTERIOR ELEVATIONS - EAST BUILDING

**A3.6**

WESTWAY CONDOMINIUMS
201 LAKE STREET EAST
WAYZATA, MINNESOTA

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Minneapolis, MN 55401
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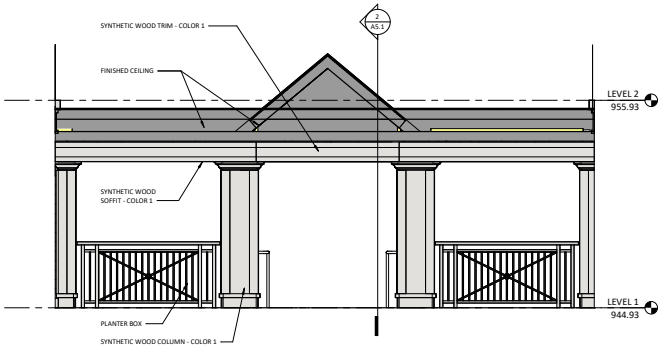
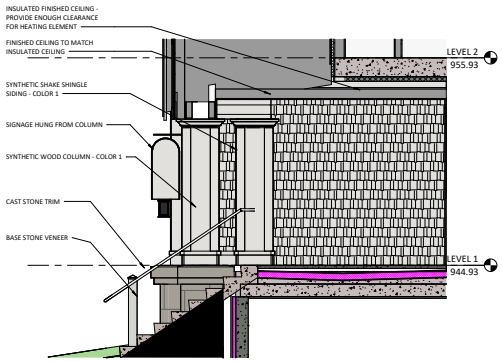
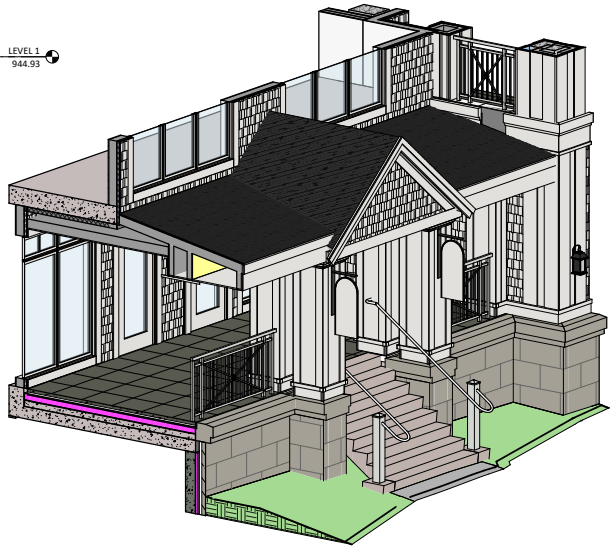


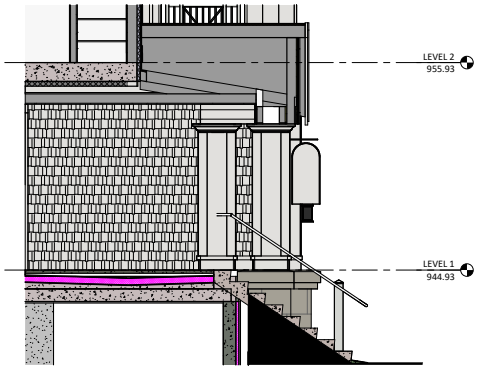

6 A3.7 LAKE STREET - WEST ENTRANCE - INTERIOR NORTH
3/8" = 1'-0"



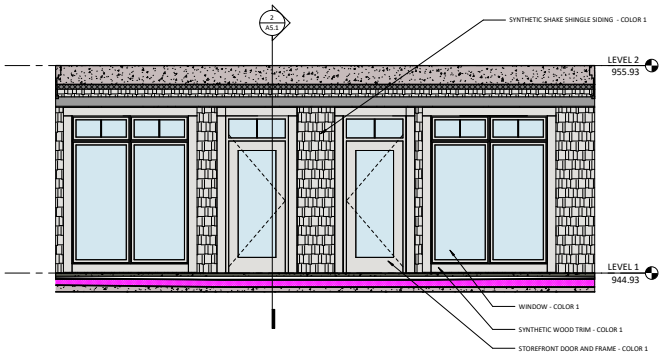

5 A3.7 LAKE STREET - WEST ENTRANCE - INTERIOR EAST
3/8" = 1'-0"



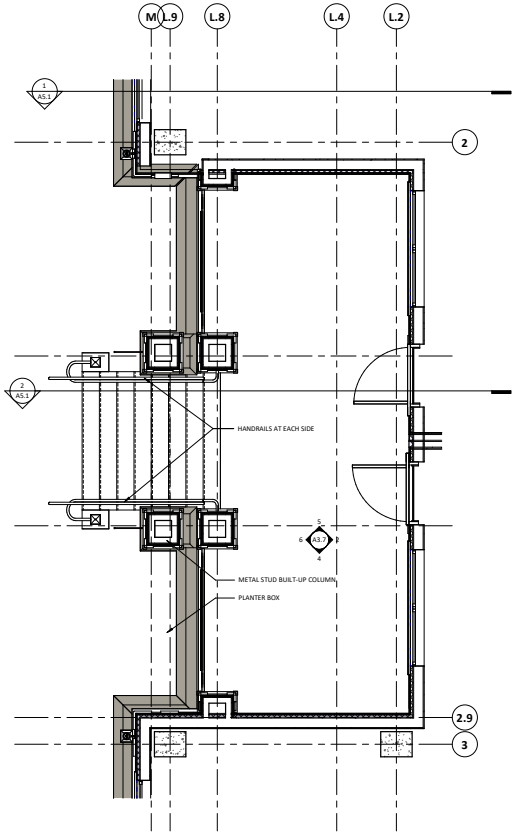
3 A3.7 LAKE STREET - WEST ENTRANCE - 3D




4 A3.7 LAKE STREET - WEST ENTRANCE - INTERIOR WEST
3/8" = 1'-0"




2 A3.7 LAKE STREET - WEST ENTRANCE - INTERIOR SOUTH
3/8" = 1'-0"




1 A3.7 LAKE STREET - WEST ENTRANCE
3/8" = 1'-0"

DD CHECK SET
-
AUG 16, 2024

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|---|---|---|

2024-1134
PROJECT NUMBER

Author — DRAWN BY
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KEY PLAN

WESTWAY CONDOMINIUMS

ROOF TERRACE - UNIT 113-114 - WEST BUILDING

A3.7

WESTWAY
CONDOMINIUMS
201 LAKE STREET EAST
WAYZATA, MINNESOTA

esg
ARCHITECTURE & DESIGN
350 North 5th Street, Suite 400
Minneapolis, MN 55401
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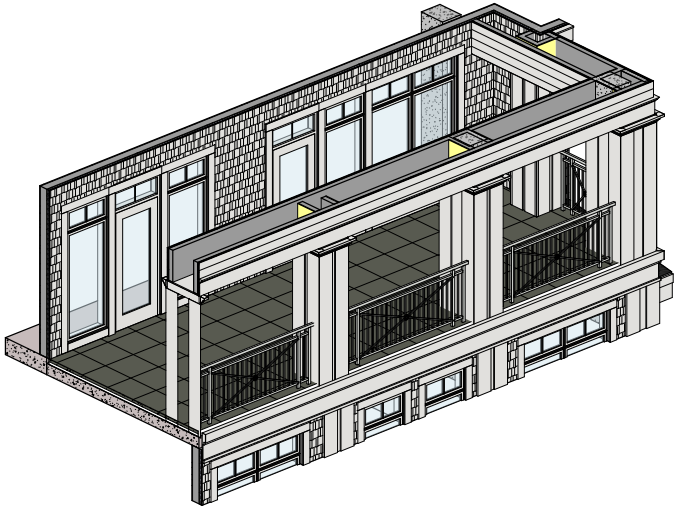
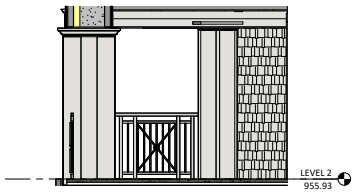
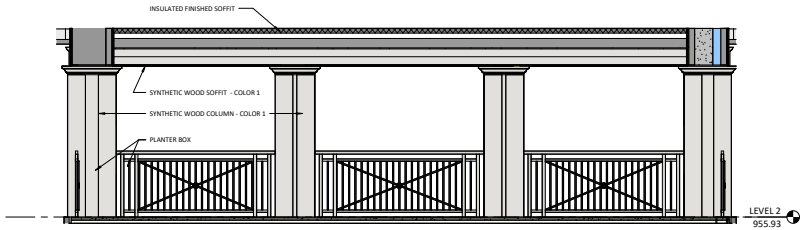


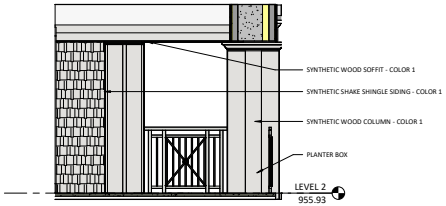
4 A3.8 **UNIT 212 - 3D**
0



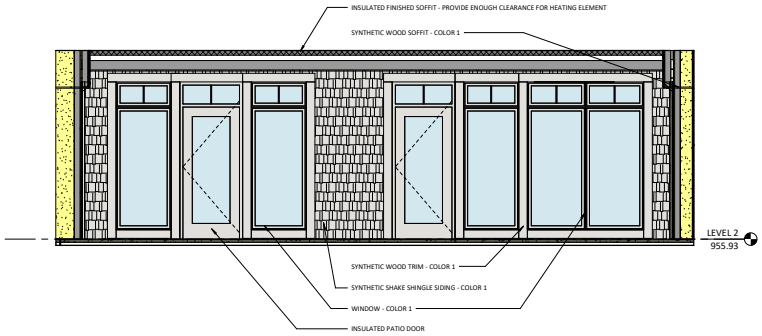

6 A3.8 **UNIT 212 EAST ELEVATION**
3/8" = 1'-0" 0 1'-4" 2'-8" 5'-4"



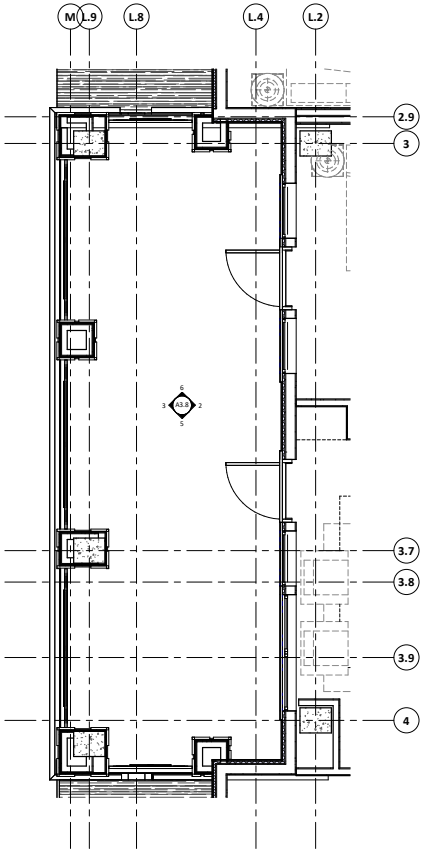

3 A3.8 **UNIT 212 NORTH ELEVATION**
3/8" = 1'-0" 0 1'-4" 2'-8" 5'-4"




5 A3.8 **UNIT 212 WEST ELEVATION**
3/8" = 1'-0" 0 1'-4" 2'-8" 5'-4"




2 A3.8 **UNIT 212 SOUTH ELEVATION**
3/8" = 1'-0" 0 1'-4" 2'-8" 5'-4"




1 A3.8 **ROOF TERRACE - UNIT 212 PLAN**
3/8" = 1'-0" 0 1'-4" 2'-8" 5'-4"

DD CHECK SET
-
AUG 16, 2024

ORIGINAL ISSUE:

REVISIONS:

| No. | Description | Date |
|---|---|---|

2024-1134
PROJECT NUMBER

Author — DRAWN BY
Checker — CHECKED BY

KEY PLAN

**WESTWAY CONDOMINIUMS**

ROOF TERRACE - UNIT 212 - WEST BUILDING

**A3.8**

WESTWAY DRAINAGE CALCULATIONS

201 LAKE ST. E., WAYZATA

April 8, 2023

Rev. June 22, 2023

EXISTING CONDITIONS

| AREA 1 | AREA 2 | |
|---|---|---|
| Drainage area = 1.26 AC. | Drainage area = 0.77 AC. | Total = 2.03 AC. |
| Runoff CN no. = 81 | Runoff no. = 82 | |
| Time of conc. = 8 min. | Time of conc. = 7 min. | |
| After ponding | | Area 1 & 2 total |
| Q1 = 1.97 CFS → 0.81 CFS | Q1 = 1.35 CFS | 2.16 CFS |
| Q10 = 5.00 CFS → 2.56 CFS | Q10 = 3.31 CFS0 | 5.87 CFS |
| Q100 = 10.60 CFS → 10.60 CFS overtopped | Q100 = 6.88 CFS | 17.48 CFS |

PROPOSED CONDITIONS

| AREA 1 | AREA 2 | |
|---|---|---|
| Drainage area = 1.50 AC. | Drainage area = 0.53 AC. | Total = 2.03 AC. |
| Runoff CN no. = 91 | Runoff no. = 68 | |
| Time of conc. = 8 min. | Time of conc. = 7 min. | |
| After ponding | | Area 1 & 2 total |
| Q1 = 3.99 CFS → 1.53 CFS | Q1 = 0.28 CFS | 1.81 CFS |
| Q10 = 7.89 CFS → 4.06 CFS | Q10 = 1.27 CFS | 5.33 CFS |
| Q100 = 14.51 CFS → 8.68 CFS Elev 938.00 | Q100 = 3.47 CFS | 12.15 CFS |

The 1, 10 & 100 year totals for the proposed site have been reduced from the existing site.

NOTE: There is existing additional offsite runoff that drains into the existing pond and the proposed pond. This will be treated by a riprap emergency overflow at the north end of the proposed pond.

**GRONBERG & ASSOCIATES. INC.**
**445 N. WILLOW DR.**
**LONG LAKE, MN 55356**

WESTWAY VOLUME CONTROL

201 LAKE ST. E., WAYZATA

April 8, 2023

Rev. June 22, 2023

Proposed hardcover = 57,356 SF

Existing hardcover = 56,185 SF

Increase in hardcover = 1151 SF

1151 SF X 1" X 1/12 = 96 CF of infiltration required

| ELEV (FT) | AREA (SF) | VOL (CF) |
|---|---|---|
| 934.8 | 1500 | 0 |
| 934.0 | 850 | 940 |

GRONBERG & ASSOCIATES. INC.
445 N. WILLOW DR.
LONG LAKE, MN 55356

ND CONSTRUCTED IN 1996 WITH THE
.DING (INCORRECTLY DELINEATED AS
ED RE-DEVELOPMENT WILL INCREASE
HTLY ON THE PROPERTY. THE
ND WILL BE DREDGED TO THE
EBRIS AND SILT BUILD UP FROM THE
AND BE INCREASED / RESHAPED
OPOSED NATURE PATH AND
EA.

WESTWAY
PROP. DRAINAGE MAP

N
1"=30'
6-22-23

S 88°42'26" W 229.94

MOST WLY LINE OF LOT 10, AUD. SUB. NO. 184

S 00°08'46" E

N 00°08'46" W 457.50

NEW STORMWATER OUTLET AND OVERFLOW STRUCTURE AND PIPE -SEE STORMWATER PIPING & WETLAND BUFFER PLAN

RIP-RAP

48" DIAMETER OUTLET STRUCTURE WITH HINGED SKIMMER GRATE AT SLOPED TOP -SEE DETAIL
POND INLET PIPE AND OUTLET PIPE ELEV = 934.8

RIP-RAP

DRAINAGE AND UTILITY EASEMENT PER PLAT

6'-0" WIDE BITUMINOUS NATURE PATH

HOLDING POND
OHW ELEV = 938.1
(SHOWN DASHED)

RIP-RAP AT STORMWATER OUTLET

PROPOSED 2'-6" TALL RETAINING WALL AT EDGE OF WETLAND BUFFER

EDGE OF WETLAND

TOW: 938.83
BOW: 936.33

TOW: 938.83
BOW: 936.33

TOW: 938.17
BOW: 936.0

TOW: 937.5
BOW: 935.6

CATCH BASIN
RIM=943.5

S 89°02'51" W 51.29

AREA 1

AREA 2

SHARED OPEN SPACE

EAST RESIDENCES
TYPICAL FIRST FLOOR ELEV. = 944.93
PARKING LEVEL ELEV. = 934.6

WEST RESIDENCES
TYPICAL FIRST FLOOR ELEV. = 944.93
PARKING LEVEL ELEV. = 934.6

FLOOR ELEV. AT THIS SIDE OF ATRIUM = 944.93
LOWER ATRIUM FLOOR ELEV. = 938.6

OVERHEAD DOOR ELEVATION = 935.1

EXTERIOR TRENCH DRAIN EL. = 934.975

COMMERCIAL FLOOR ELEV. = 938.6

COMMERCIAL FLOOR ELEV. = 938.6

SUNKEN ENTRANCE AT 937.6

DITCH CENTERLINE

EDGE OF WETLAND

LAKE STREET

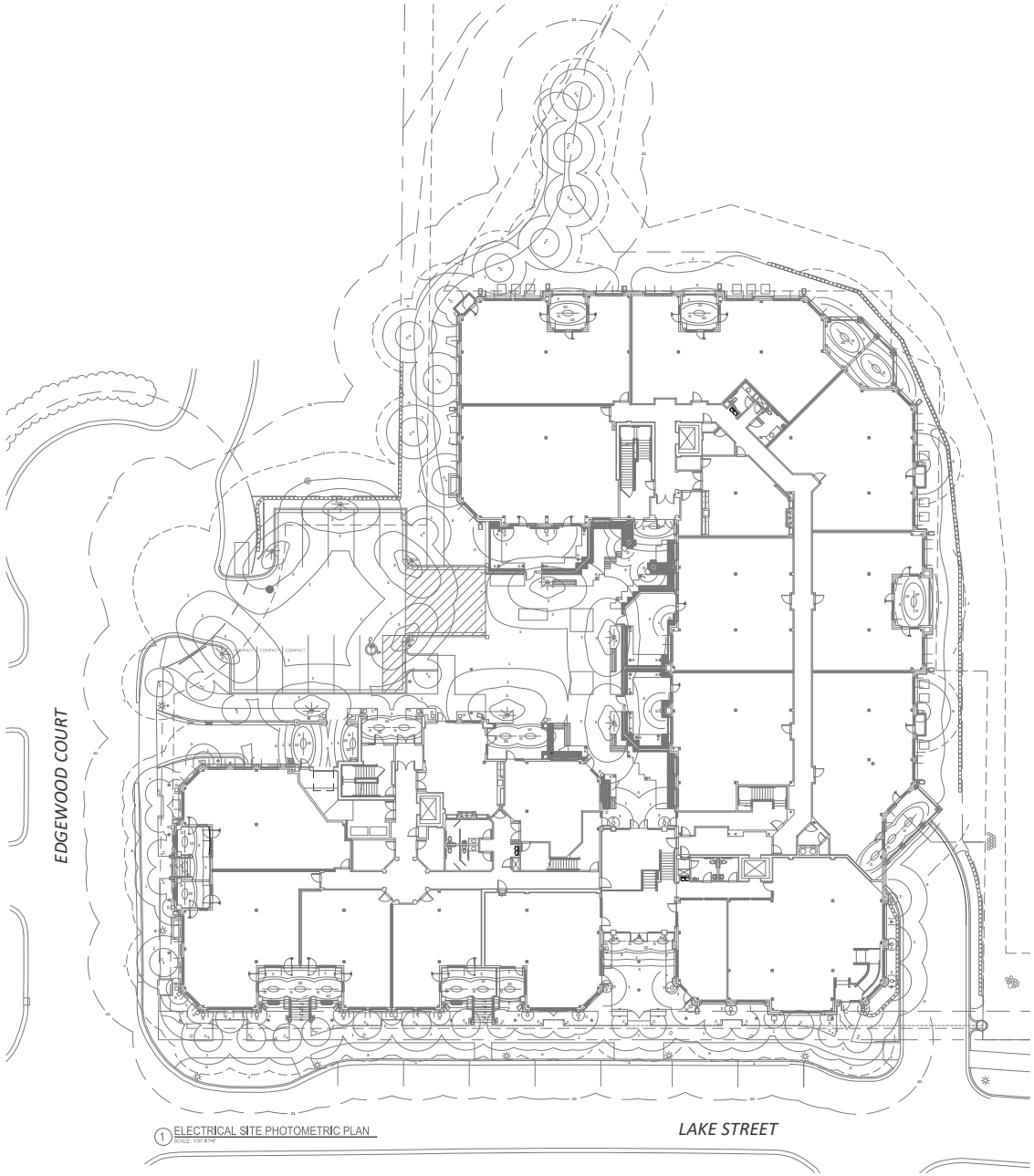
WESTWAY
EXIST. DRAINAGE MAP

1" = 30'
4-8-23

127.00
DRAINAGE & UTILITY EASEMENT PURSUANT TO THE PLAT OF LAKE WEST
12" PVC
AREA 1
SURVEY LINE
EDGE OF POND
226.00
S29°34'37"W
DRAINAGE & UTILITY EASEMENT PURSUANT TO THE PLAT OF LAKE WEST
WETLAND
BLOCK 1
AREA 2
EDGE OF WETLAND
265.74
N00°08'46"W
S00°08'46"E 19.51
S89°06'03"W 156.73
STORM SEWER
S66°49'30"E 18.79
10 SPACES @ 9.0'
7 SPACES @ 8.0'
B618 CURB & GUTTER
BITUMINOUS PARKING LOT
24 SPACES @ 9.0'
105.61
N89°02'51"E 51.29
J.L.M.
11 SPACES @ 9.0'
LIGHT POLE
BITUMINOUS PARKING LOT
111 TOTAL PARKING SPACES
AREA 2
S00°08'46"E
ELECTRICAL PANEL
S26°23'58"W
C= 67.59
R= 50.00
Δ= 85°02'59"
74.22
N89°51'14"E 18.00
6 SPACES @ 9.0'
B618 CURB & GUTTER
12 SPACES @ 9.0'
BITUMINOUS PARKING LOT
DRAINAGE & UTILITY EASEMENT PURSUANT TO THE PLAT OF LAKE WEST
5 HANDICAPPED SPACES
10 SPACES @ 8.0'
5 SPACES @ 8.0'
7 SPACES @ 9.0'
CONCRETE SIDEWALK
42.12
GAS METER
25.48
CONCRETE SLAB
P.I.V.
PLANTER
CONCRETE SLAB
PLANTER
CONCRETE SLAB
129.00
16.62
59.66
34.60
59.66
B618 CURB & GUTTER
14 SPACES @ 9.0'
LIGHT POLE
S00°08'46"E
RETAINING WALL
STREET LIGHT PANEL
ELECTRICAL PED
56.05
2 STORY
EXISTING BUILDING
FIRST FLOOR ELEV. = 941.0
BUILDING AREA = 16,778 SF.
ADDRESS: 201 EAST LAKE STREET
76.28
130.00
PLANTER
PLANTER
18.00
18.00
36.07
36.15
68.52
19.01
0.93
PLANTER
CONCRETE SLAB
SIGN
PLANTER
ELEC. PED.
CONTROL PANEL
TELEPHONE PED.
AREA 2
CONCRETE SIDEWALK
CONCRETE SIDEWALK
METER MH.
LIGHT POLE
N89°06'03"E
LIGHT POLE
311.41
LIGHT POLE
LIGHT POLE
MH.
SAN. SEW.
14" D.I.P.
14" D.I.P.

## SITE LIGHTING FIXTURE LEGEND

| FIXTURE ID | SYMBOL | DESCRIPTION | IMAGE |
|---|---|---|---|
| A | | SURFACE PARKING LOT AND OPEN SPACE LIGHTING FIXTURE<br>POLE MOUNTED, 12' ABOVE GRADE<br>ANP LIGHTING, BELLA VISTA 24" x 17"<br>LED, 3000K | |
| B | | STREET LIGHT FIXTURE<br>(EXISTING TO REMAIN WHERE NOTED).<br>NEW STREET LIGHTS TO MATCH EXISTING CITY STANDARD AND HEIGHT | |
| C | | BOLLARD STYLE WALKWAY LIGHT FIXTURE<br>2'-6" ABOVE GRADE<br>ANP LIGHTING, 30" x 6 ¼"<br>LED, 2700K | |
| D | | WALL SCONCE<br>APPROX. 6'-8" MOUNTING HGT ABOVE GRADE<br>GENERATION LIGHTING, MEDIUM LANTERN, SHEPHERD COLLECTION<br>7 ⅜" x 19 ⅛" x 7 ⅜" DEEP<br>A19 BULB, 75w | |
| E | | WALL SCONCE<br>APPROX. 6'-8" MOUNTING HGT ABOVE GRADE<br>CRENSHAW LIGHTING, EXTERIOR BRACKET SCONCE, 11" x 24" x 13 ⅜" DEEP<br>ED17 METAL HALIDE BULB, 75w | |
| F | | WALL SCONCE<br>APPROX. 6'-8" MOUNTING HGT ABOVE GRADE<br>CRENSHAW LIGHTING, TILTON PLUS ADA<br>LED, 10" x 18" x 4" DEEP | |
| G | — | ARCHITECTURAL LINEAR FLOOD LIGHT<br>HYDREL 4750L, 4 FEET LENGTH<br>LED, 3000K | |
| H | | STEP LIGHT<br>WAC LIGHTING, CIRCULAR SCOOP<br>LEDme STEP LIGHT, 3 ½" DIAMETER<br>LED, 2700K | |
| J | | STEP LIGHT<br>WAC LANDSCAPE LIGHTING, RECTANGLE STEP LIGHT, 3 ⅛" x 5"<br>LED, 2700K | |
| K | | WALKWAY PATH LIGHT<br>WAC LANDSCAPE LIGHTING, CANOPY 6"<br>21 ¼" HIGH, 6 ½" DIAMETER<br>LED, 2700K | |




1 ELECTRICAL SITE PHOTOMETRIC PLAN
SCALE: 1/8" = 1'-0"

WESTWAY CONDOMINIUMS
201 LAKE STREET EAST
WAYZATA, MINNESOTA

esg
ARCHITECTURE & DESIGN
500 Washington Avenue South, Suite 1080
Minneapolis, MN 55415
p 612.339.3508 | f 612.339.5382
www.esgarch.com

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 professional engineer under the laws of the State of Minnesota.

Signature

Typed or Printed Name

License # Date

emanuelson-podas
consulting engineers
Emanuelson-Podas, Inc.
7705 Bush Lake Road
Edina, MN 55439
952.930.0050 | www.epinc.com

**EXHIBIT FOR DEVELOPMENT AGREEMENT**

**JUNE 14, 2024**

ORIGINAL ISSUE:
06/14/24

REVISIONS:
No. Description Date

4983.0000
PROJECT NUMBER

SAC DRAWN BY
JJA CHECKED BY

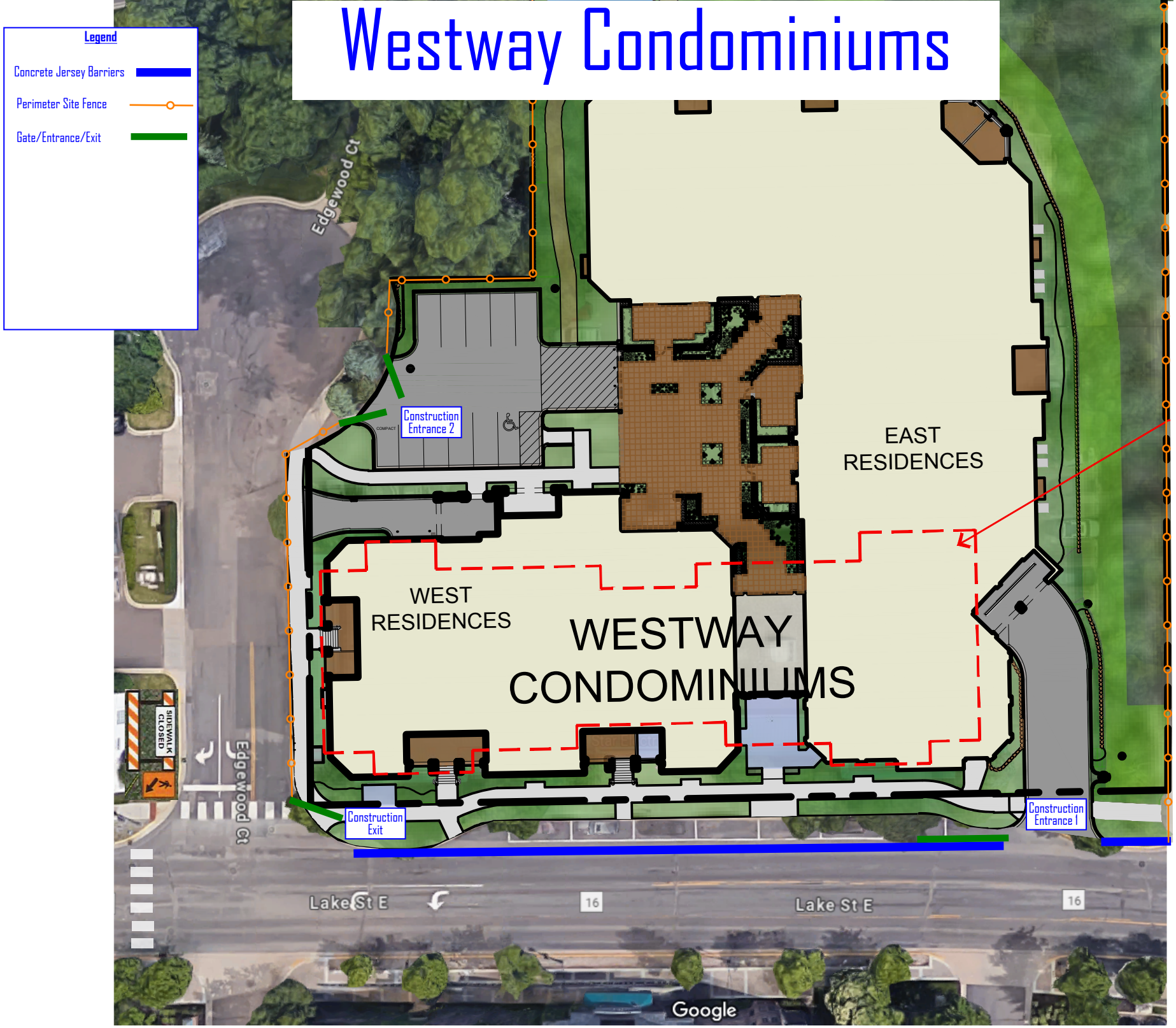
KEY PLAN

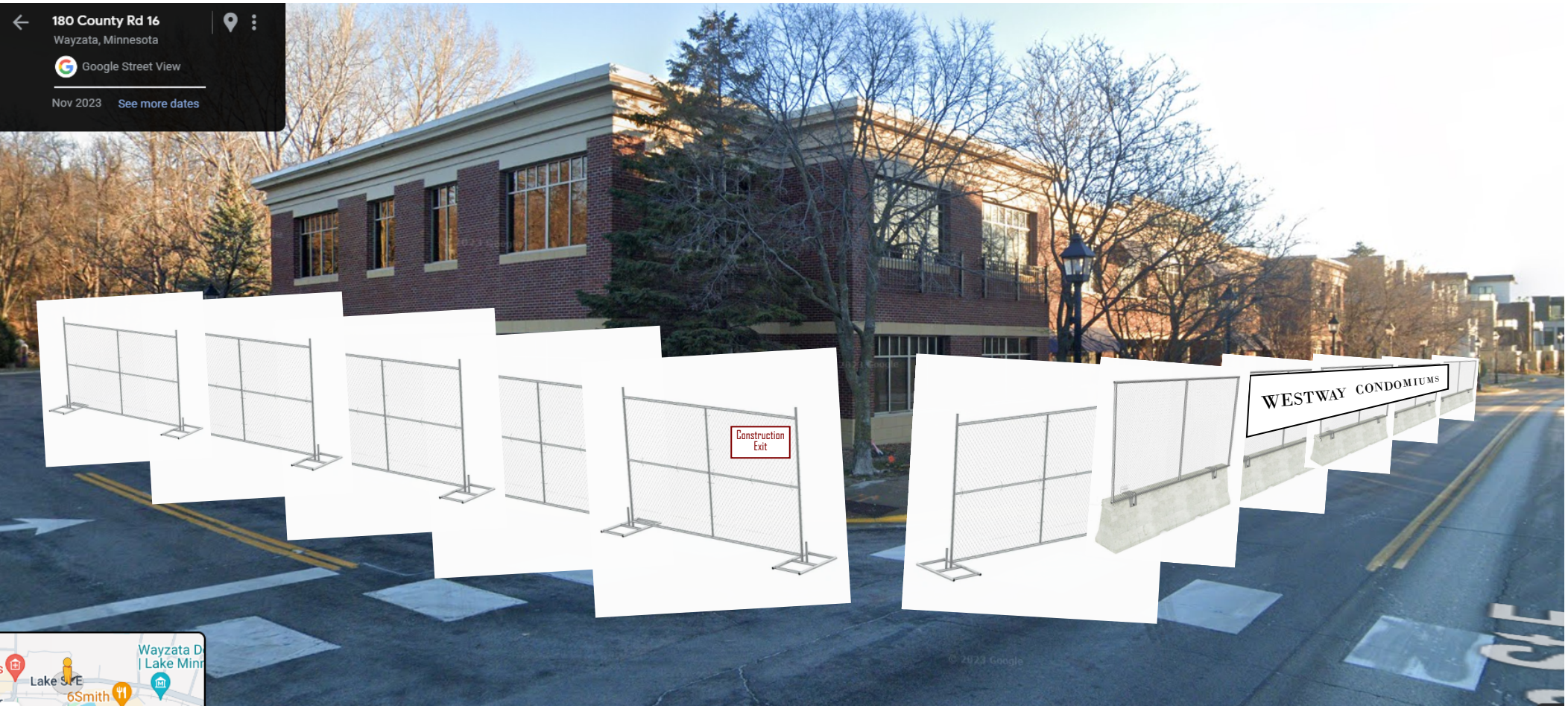
**WESTWAY CONDOMINIUMS**

ELECTRICAL SITE PHOTOMETRIC PLAN

**E0.2**

# Westway Condominiums




180 County Rd 16
Wayzata, Minnesota
Google Street View
Nov 2023
See more dates
Construction Exit
WESTWAY CONDOMIUMS
Lake SYE
6Smith

Westway Condomiums Construction Site

Westway Condomiums Construction workforce primary Parking

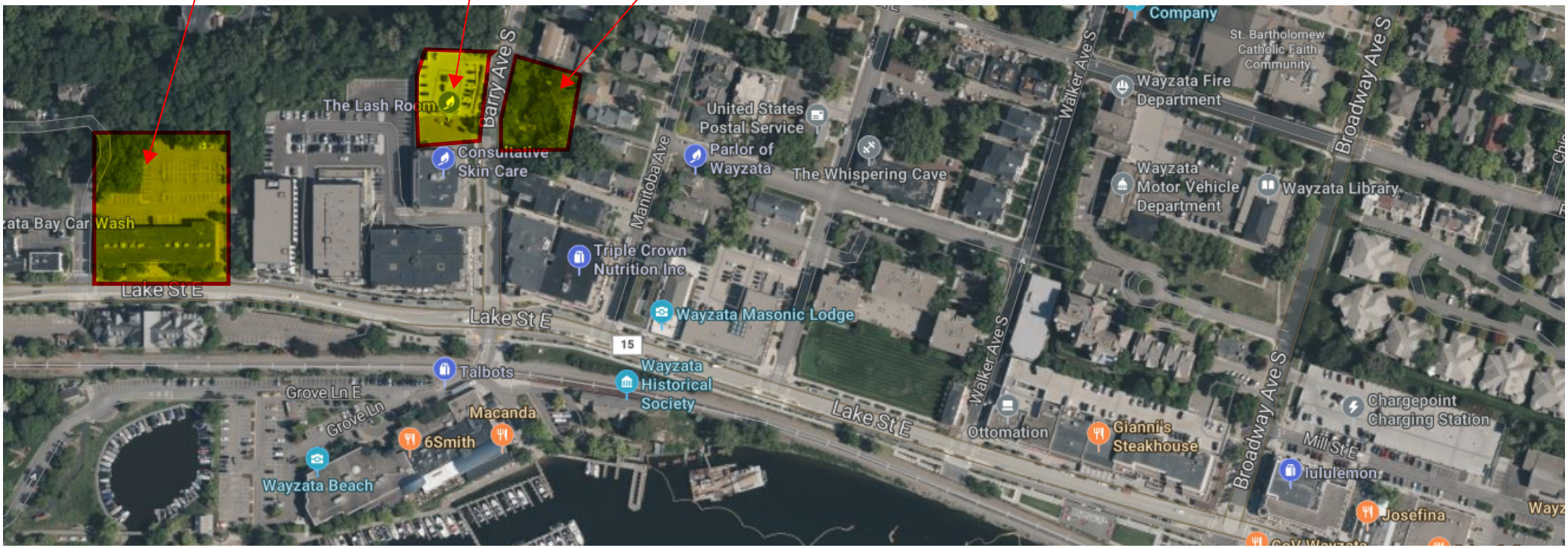


**EXHIBIT C**

**Form of Easement Agreement**
with Depiction of Easement

## PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (this "Agreement"), is made effective as of this _____ day of _____, 2024, by and between the CITY OF WAYZATA, a Minnesota municipal corporation (hereinafter the "City"), and WESTWAY, LLC, a Minnesota limited liability company (hereinafter the "Developer").

W I T N E S S E T H:

**WHEREAS,** the City and the Developer have entered into a PUD Development Agreement, dated _____, 2024 (the "Development Agreement"), with respect to the development of the real property located at 201 Lake Street E, Wayzata, Minnesota, and legally described as _____, Hennepin County, Minnesota (the "Property"), which Development Agreement necessitates the execution of this Agreement; and

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

**WHEREAS**, pursuant to the Development Agreement, the Developer has agreed to grant a non-exclusive public access easement to the City over sidewalk and privately maintained public spaces; and

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

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

## ARTICLE I

## GRANT OF EASEMENTS

Section 1.1. Public Access Easement. The Developer hereby grants and conveys to the City a non-exclusive public access easement (the "Public Access Easement") over and across those portions of the real property depicted and described as "Shared Open Space" and "Shared Atrium" on Exhibit A, situated in the City of Wayzata, County of Hennepin, State of Minnesota (the "Public Access Easement Area"), for the purpose of providing the City and the general public with ingress and egress for pedestrian traffic over and across the Public Access Easement Area, and general use



DRAFT

of the area for seating, gathering and related uses, subject to reasonable rules and regulations that are approved by the City.

Section 1.2. Purpose. The Public Access Easement is granted for the purposes described in Section 1.1, together with all appurtenances thereto and means of access from and to public rights of way.

Section 1.3. Releases and Reservations.

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

(i) the right of access for ingress and egress through the Public Access Easement Area;

(ii) the right to bring utilities, materials, and other facilities through the Public Access Easement Area; and

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

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

Section 1.4. Regulations and Enforcement. All traffic upon and improvements to the Public Access Easement Area shall be subject to applicable local, state and federal laws and the provisions of this Agreement.

## ARTICLE II

## EFFECTIVE DATE

Section 2.1. Effective Date. The Public Access Easement will become effective upon the issuance of a Certificate of Completion of the Project.

## ARTICLE III

## UTILITIES

Section 3.1. Utility Charges. The Developer will pay, or cause to be paid, when the same become due and at its sole cost and expenses, all charges for water, sewer usage, gas, electricity,



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and any and all other utility or similar services used, rendered, supplied, or consumed in, upon, at, from, or in connection with the Public Access Easement Area, or any part thereof.

## ARTICLE IV

## TAXES AND ASSESSMENTS

Section 4.1. Payment of Taxes and Assessments. The Developer must pay, or cause to be paid, at its sole cost and expenses and before becoming delinquent, all real estate taxes, charges, assessments, and levies, assessed and levied by any governmental taxing authority against the Public Access Easement Area. Nothing contained in this Agreement shall cause or constitute a waiver of the Developer's right to contest the levy or amount of such real estate taxes, charges, assessments, or levies affecting the Public Access Easement Area in appropriate legal or administrative proceedings, which right the Developer hereby reserves.

## ARTICLE V

## USE OF PUBLIC ACCESS EASEMENT

Section 5.1. Construction of Public Access Easement. In accordance with the provisions of the Development Agreement and this Agreement, the Developer must construct the improvements within the Public Access Easement Area, including but not limited to the concrete sidewalk and steps for ingress, egress, and passage of pedestrian traffic (the "Improvements") in accordance with the plans approved under the Development Agreement.

Section 5.2. Liens. The Developer shall not permit any mechanics' or materialmen's liens to stand against the Public Access Easement on account of the Improvements, provided, however, that the Developer may in good faith and at its expense contest any such lien in which event such lien may remain undischarged and unsatisfied during the contest and any appeal.

Section 5.3. No Waste or Damage. The Developer shall not knowingly or willfully commit or suffer to be committed any waste or damage in or upon the Public Access Easement Area, nor knowingly or willfully commit or suffer to be committed any act or thing which constitutes a nuisance or interferes with the public use and enjoyment of the Public Access Easement Area. So long as Developer fully complies with its maintenance and repair obligations set forth in this Agreement, usual and normal wear and tear, damage by the elements, unavoidable casualty or depreciation and diminution in value of the Public Access Easement Area or Improvements over time will not be considered "waste," "nuisance," or "damage for purposes of this provision.

## ARTICLE VI

## INDEMNIFICATION, INSURANCE

Section 6.1. Property Insurance. The Developer, at its sole cost and expense, must keep the Public Access Easement Area, and all alterations, extensions, and improvements thereto and replacements thereof, insured against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such



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other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to the Public Access Easement Area. Such policy of insurance will affirmatively include the full replacement cost measure of recovery.

Section 6.2. Indemnification of the City.

(a) The Developer hereby releases, covenants and agrees that the City shall not be liable for and the Developer shall indemnify and hold harmless the City from and against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements on the Public Access Easement Area to the extent not attributable to the negligence or willful conduct of the City.

(b) The City in no way waives its right to statutory liability caps under Minnesota Statutes, Section 466.04, as amended**.**

(c) This Section will survive termination of this Agreement.

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

(i) Insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Public Access Easement Area and Improvements. Such insurance must provide that the Developer and its mortgagee are additional insureds.

(ii) To the extent reasonably available and at reasonable cost therefore, insurance coverage with respect to the indemnification expressed in Section 6.2 hereof.

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

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## ARTICLE VII

## ASSIGNMENT, SUBORDINATION

Section 7.1. Assignment. The City or Developer may not assign or transfer its interest under this Agreement without the prior written consent of the other except as provided in this Agreement.

## ARTICLE VIII

## MAINTENANCE OF THE PUBLIC ACCESS EASEMENT AREA

Section 8.1. Maintenance. The Developer shall at all times maintain, repair and operate the Public Access Easement Area and Improvements in good, clean, and safe condition and repair and in the manner set forth in Chapter 305 of City Code, as amended, and other applicable law.

Section 8.2. Destruction. In the event that the Public Access Easement Area is destroyed by fire or other casualty, , the Developer will, within a reasonable period of time, rebuild or reconstruct and restore the Public Access Easement Area and Improvements to the good, clean, and safe condition and repair contemplated herein.

## ARTICLE IX

## DEFAULT AND TERMINATION

Section 9.1. Default by Developer. If the Developer fails to perform any of its obligations under this Agreement, and fails to cure such default after thirty (30) days' written notice of such default or, if such default cannot reasonably be cured within such thirty (30) days, fails to commence curative action and thereafter diligently complete the same, then in such case, the City may cure such default on behalf of the Developer and Developer consents to pay to the City any and all such sums as are due and owing on account thereof. City will submit a statement to Developer evidencing the costs incurred to cure such default. In addition, the City may exercise all remedies available to it at law or equity.

## ARTICLE X

## MISCELLANEOUS

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

Section 10.2. Amendments. Except as otherwise herein provided, no subsequent alteration, amendment, change, waiver, discharge, termination, deletion, or addition to this Agreement will be binding upon either party unless in writing and signed by both parties.

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Section 10.3. Joinder; Permitted Encumbrance. This Agreement does not require the joinder or approval of any other person and each of the parties respectfully has the full, unrestricted and exclusive legal right and power to enter into this Agreement for the term and upon the provisions herein recited and for the use and purposes hereinabove set forth. This Agreement shall run with title to the Property for the benefit of the public and will constitute a permitted encumbrance under any loan agreement hereafter entered into between the Developer and any construction or permanent lender.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF WAYZATA, a Minnesota municipal corporation

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by Johanna Mouton and Jeffrey Dahl, the Mayor and City Manager, respectively, of the CITY OF WAYZATA, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires _____

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WESTWAY, LLC, a Minnesota limited liability company

By: _____
Its Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by _____, the Manager of WESTWAY, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

_____
Notary Public

My Commission Expires _____

**THIS INSTRUMENT DRAFTED BY**:
Best & Flanagan LLP (RQW)
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402

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Exhibit A
(the "Public Access Easement")

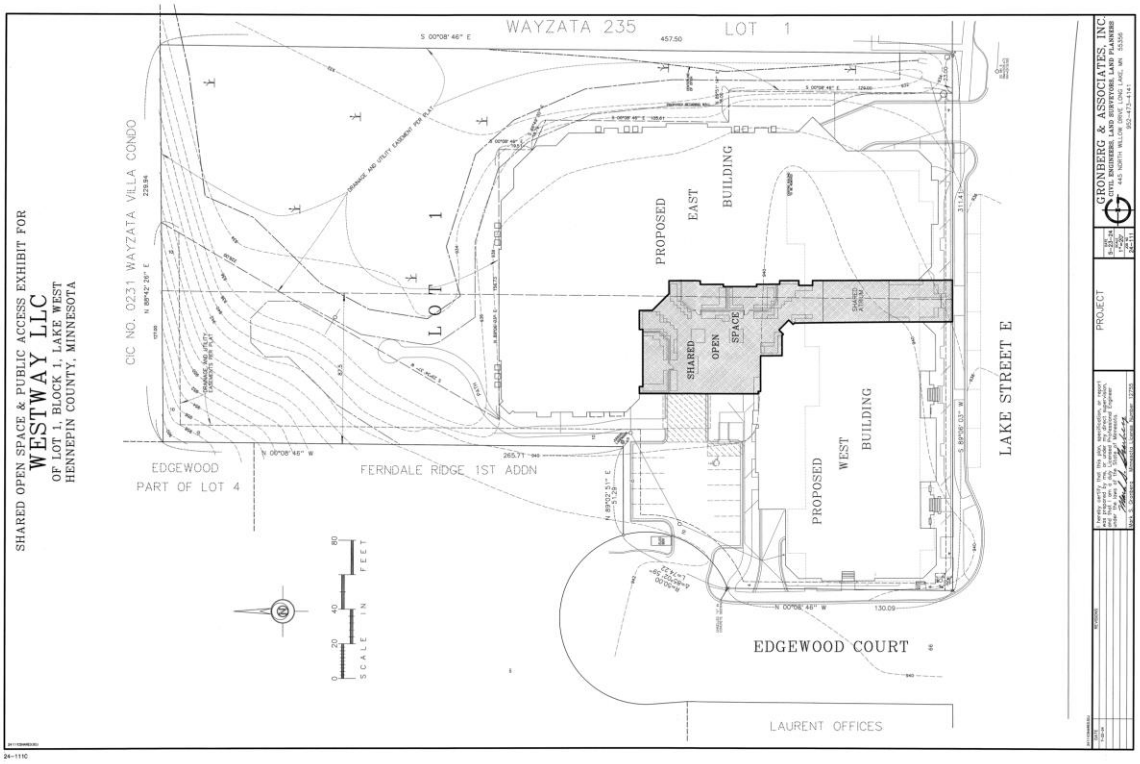


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**EXHIBIT D**

**Form of Easement Agreement**

**TEMPORARY CONSTRUCTION EASEMENT**

This Temporary Construction Easement ("Easement") is made by the City of Wayzata, ("Grantor") and WESTWAY, LLC, a limited liability company ("Grantee") (collectively referred to as the "Parties").

W I T N E S S E T H:

**Whereas**, Grantee plans to demolish the existing building on the property legally described on the attached Exhibit A ("Property"); and

**Whereas,** Grantee plans to construct a mixed use building on the Property as approved by the City of Wayzata (the "Project"); and

**Whereas**, Grantee requires use of public right of way to complete the construction of its Project on the Property.

**Now therefore**, for valuable consideration, the Parties agree as follows:

**ARTICLE I**

**Section 1.1. Grant of Easement**. Grantor hereby grants and conveys to Grantee a Temporary Construction Easement over, under and across that part of the Property legally described on the attached **Exhibit B** (the "Easement Area") and depicted for reference on the attached **Exhibit C** for the Work.

**Section 1.2 Use.** Grantee may use the Easement Area for purposes of constructing the Project, which may include staging construction materials and equipment, banking soil or project debris, construction project staff parking, installation of utilities, or other specific purposes as guided by the approved plans.

**ARTICLE II**

**Section 2.1 Term of Easement**. The Easement shall commence on _____ and shall remain in full force and effect until _____ unless otherwise extended in writing by the Parties.

**Section 2.2. Restoration**. Upon completion of the Project Grantee shall make reasonable efforts to restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Easement.



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**Section 2.3 Binding Covenant**. The provisions and conditions of this Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

## ARTICLE III

**Section 3.1 Termination, Amendment, or Release of Easement**. The Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. Grantee may release the Easement at any time during the Term by executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Easement has expired, this Easement shall automatically expire without further action by the parties.

## ARTICLE IV

**Section 4.1 Notices and Demands**. All notices, requests, demands, consents, and other communications required or permitted under this Easement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: City of Wayzata
Attn: City Engineer
600 Rice Street East
Wayzata, MN 55391

Grantee: WESTWAY, LLC
319 Barry Avenue South, #301
Wayzata, MN 55391

Attention: Rick Zitzloff

**Section 4.2 Waiver**. No waiver of any provision of this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

**Section 4.3 Liability**. Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. Grantee shall indemnify and hold Grantor harmless from and against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and reasonable attorneys' fees, that Grantor incurs or suffers, that arise out of, result from or relate to Grantee's use of the Temporary Construction Easement, and/or any other entry onto the Temporary Construction Easement by Grantee or anyone acting under or on



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behalf of Grantee or any other third party. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

**Section 4.4 Governing Law**. This Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

**Section 4.5 Counterparts**. This Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Easement. A physical copy or electronic copy of this Easement, including its signature pages, will be binding, and deemed to be an original.

**Section 4.6 Severability**. The provisions of this Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

**Section 4.7 Authority of Signatory**. Each party to this Easement warrants to the other that it has the right and authority to enter into this Easement.

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

CITY OF WAYZATA, a Minnesota municipal corporation

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by Johanna Mouton and Jeffrey Dahl, the Mayor and City Manager, respectively, of the CITY OF WAYZATA, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires _____

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WESTWAY, LLC, a Minnesota limited liability company

By: _____
Its Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by _____, the Manager of WESTWAY, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

_____
Notary Public

My Commission Expires _____

**THIS INSTRUMENT DRAFTED BY**:
Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402

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**Exhibit A**

**Legal Description and Property Information**

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**Exhibit B**

**Temporary Construction Easement Area Legal Description**

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**Exhibit C**

**Representative drawing of Temporary Construction Easement Area**

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**EXHIBIT E**

**Public Improvements**

The Public Improvements are as follows:

1) Construction of street, street signs, water and sanitary sewer utilities, sidewalk, streetscaping, lighting, and landscaping along the right of way adjacent to the Property, all in accordance with the Plans and with an estimated cost of $215,000.

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**EXHIBIT F**

**<u>Private Improvements</u>**

The Private Improvements are as follows:

1. Total Private Improvements in accordance with the Plans, with an estimated cost of $180,000.

2. Sanitary sewer utilities in accordance with the Plans, with an estimated cost of $60,000 (Note—items #2-6 below are included in this figure).

3. Storm sewer and stormwater management facilities in accordance with the Plans, with an estimated cost of $_____. *See* #2, above.

4. Water utilities in accordance with the Plans, with an estimated cost of $_____. *See* #2, above.

5. Retaining walls in accordance with the Plans, with an estimated cost of $20,000. *See* #2, above.

6. Landscaping in accordance with the Plans, with an estimated cost of $100,000. *See* #2, above.

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**EXHIBIT G**

**<u>Form of Stormwater Maintenance Agreement</u>**

**[following page]**

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**STORMWATER FACILITIES MAINTENANCE AGREEMENT**
**AND**
**RESTRICTIVE COVENANT**

This Stormwater Facilities Maintenance Agreement and Restrictive Covenant (this "Agreement") is made this _____ day of _____, 2024, by and between the City of Wayzata, a Minnesota municipal corporation (the "City"), and WESTWAY LLC, a Minnesota limited liability company (the "Owner").

**R E C I T A L S**

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Wayzata, Minnesota, legally described in **Exhibit A** (hereinafter the "Property"), which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a stormwater collection and drainage system; and

WHEREAS, the stormwater collection and drainage system is described and shown on the site grading and utility plan prepared by _____ (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

**T E R M S**

1. Construction and Maintenance. Owner agrees to construct and maintain a stormwater collection and drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City and the Owner, its successors or assigns, agree that the system should be altered in some manner or eliminated.

2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

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3. Access. The City shall have the right to ingress and egress over those portions of the Property described or depicted on **Exhibit B** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

4. Reporting. The Property Owner shall be responsible for inspecting and maintaining the stormwater treatment and conveyance system, at minimum as follows:

a. Gardens. Visually inspected annually for areas of compressed dirt. Areas of compressed dirt will be tilled.

b. Lawn Areas. Visually inspected annually for areas of bare compressed dirt. Areas of bare compressed dirt will be aerated, racked and seeded.

c. Holding Pond: Areas on plan designated as "holding pond", "storm water detention basin" or "rain garden" (an area fully planted where water will collect and slowly filter through the earth below). Visually inspected annually for plantings and tested every 5 years for filtration. Bare areas will be planted with plantings designated on landscape plan. If properly working, silt will build up in the rain garden reducing its effectiveness. If filtration testing indicates 12 inches or more of standing water remaining in the rain garden after 7 days, the rain garden will be excavated and restored to its original configuration. Water used for filtration testing may be from natural stormwater during a rain event.

d. Stormwater Structures. The grading plan indicates several structures on and around the site including trench drains, rain guardian turrets, sump manholes and the holding pond outlet structure. Inspected for sedimentation and for free flow of drainage. Lack of flow will require investigation and removal of blockage.

The Property Owner shall be responsible for providing a letter to the City Engineer, by September 1st of each year, stating that inspection and maintenance have been completed.

5. Repairs, Failure of Owner to Maintain. If the City Engineer does not receive this inspection and maintenance report and the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time, not less than thirty (30) days in which the Owner shall perform such work. The Owner shall not be deemed in default if and so long as the Owner commences and diligently pursues the maintenance or repair required to the system. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such

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15 day period will be waived and maintenance and/or repair work will begin immediately.

6. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

7. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

8. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

9. Minnehaha Creek Watershed District Permit. NOT APPLICABLE.

10. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

11. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City of Wayzata
Attn: City Engineer
600 Rice Street East
Wayzata, MN 55391

To the Owner:
WESTWAY, LLC
319 Barry Avenue South, #301
Wayzata, MN 55391
Attention: Rick Zitzloff

12. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

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13. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

14. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

15. Modification. This Agreement may be terminated, amended, or modified only by recording with the either the Office of the County Recorder or the Office of the Registrar of Titles, as the case may be, for Hennepin County, Minnesota, a document executed by the parties (or their respective successors and assigns) representing their unanimous consent to such amendment or modification. This consent may require City Council action.

[Signature Pages Follow]

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**Exhibit A**
**To**
**Stormwater facilities maintenance agreement**
**And**
**Restrictive covenant**

**<u>Legal Description of Property</u>**

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**Exhibit B**
**To**
**Stormwater facilities maintenance agreement**
**And**
**Restrictive covenant**

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**EXHIBIT H**

**<u>Form of Consent and Joinder by Mortgagee(s)</u>**

**(Attached)**

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**CONSENT AND JOINDER BY MORTGAGEE**
**(PUD Development Agreement)**

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

**IN WITNESS WHEREOF**, Mortgagee has caused this Consent and Joinder to be executed on the _____ day of _____, 2024.

_____

By: _____

Its: _____

STATE OF _____ )
) SS.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 2024, by _____, the _____ of _____, a _____, on behalf of said _____.

_____
Notary Public

THIS DOCUMENT WAS DRAFTED BY:

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

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

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

**IN WITNESS WHEREOF**, Mortgagee has caused this Consent and Joinder to be executed on the _____ day of _____, 2024.

_____

By: _____

Its: _____

STATE OF _____ )
) SS.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 2024, by _____, the _____ of _____, a _____, on behalf of said _____.

_____
Notary Public

THIS DOCUMENT WAS DRAFTED BY:

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

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**EXHIBIT L**

**<u>Executed Consent and Joinder by Mortgagee(s)</u>**

**(Attached)**

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# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.f |
| **TITLE:** Approval of Second Reading and Adoption of Ordinance 839 Approving PUD Amendment for Wayzata Executive Park at 1903-1907 Wayzata Boulevard East | |
| **PROPOSED MOTION:** To Approve the Second Reading and Adopt Ordinance 839 Approving PUD Amendment for Wayzata Executive Park at 1903-1907 Wayzata Blvd E. | |
| **PREPARED BY:** Valerie Quarles, Assistant Planner | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends approval of the second reading and adoption of Ordinance 839 Approving PUD Amendment for Wayzata Executive Park at 1903-1907 Wayzata Blvd E.

**FINANCIAL OR BUDGET CONSIDERATION:**
If approved, future tenant build-outs in this development would require building permits, which include permitting fees.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Community Safety and Character*
The City strives to manage development in a thoughtful way.

**BACKGROUND:**
Owner CWE, LLC, represented by Megan Rogers of Larkin Hoffman, has submitted a development application requesting a PUD Amendment to the existing building complex at 1903-1907 Wayzata Blvd E, also known as Wayzata Executive Park. The request is to modernize the list of allowed uses in alignment with the C-3 district. Today, the property's list of allowed uses dates from 1997.

The Planning Commission considered the application at their July 8, 2024 meeting and recommended approval of the application by a vote of 6-0. They primarily cited the proposed amendment's consistency with the Comprehensive Plan and improvements to the area's vitality through higher building occupancy. The City Council approved the first reading of Ordinance 839 at their August 20 meeting.

No public comments have been received as of August 28.

**ATTACHMENTS:**
1. Ordinance 839 - Second Reading

**CITY OF WAYZATA**

**HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 839**

**AN ORDINANCE AMENDING ALLOWED USES WITHIN PUD DISTRICT FOR 1903-1907 WAYZATA BLVD E (WAYZATA EXECUTIVE PARK)**

**THE CITY OF WAYZATA ORDAINS:**

**Section 1. Zoning District Amendment**

1.1. PUD Amendment. Based upon the August 5, 2024 Report and Recommendation of the Wayzata Planning Commission, and the findings of fact that are made therein, the PUD District that encompasses the property at 1903-1907 Wayzata Boulevard East, known as Wayzata Executive Park, legally described on Attachment A (the "Property"), is hereby amended so that the permitted and conditional uses of the C-3 Service District, as amended from time to time, shall be the permitted and conditional uses of the Property, subject to applicable provisions of the Zoning Ordinance.

**Section 2. Effective Date**

2.1 This Ordinance will become effective upon passage and publication.

Adopted by the City Council this 3rd day of September 2024.

_____
Alex Plechash
Mayor Pro-Tem

ATTEST:

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Wayzata, Minnesota, at duly authorized meetings held on August 20 and September 3, 2024.

_____
Kathy Leervig, City Clerk

SEAL

First Reading: August 20, 2024
Second Reading: September 3, 2024
Publication:

Attachment A

Legal Description and Property Information

| | |
|---|---|
| Address | 1903, 1905, & 1907 Wayzata Blvd E |
| PID | 05-117-22-13-0034 |
| Legal Description | Lot 1, Block 1, Wayzata Executive Park |
| Abstract or Torrens? | Torrens |
| Certificate No. | 1329802 |

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.g |
| **TITLE:** Acceptance of Polly Andersen Resignation from the Energy and Environment Committee | |
| **PROPOSED MOTION:** To Accept the Resignation of Polly Andersen from the Energy and Environment Committee | |
| **PREPARED BY:** Nick Kieser, Parks and Environment Planner | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends acceptance of the resignation notice.

**FINANCIAL OR BUDGET CONSIDERATION:**
Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
Not Applicable.

**BACKGROUND:**
Committee Member Andersen has served on the Energy and Environment Committee since its inception in October 2019. Ms. Andersen also served on the Energy and Environment Steering Committee in 2019 which created the framework for the Committee. Throughout this time, Ms. Andersen played a crucial role in creating and implementing the Energy Action Plan, leading the municipal solar installations, and managing a number of Committee events.

Ms. Andersen served as the Chair of the Energy and Environment Committee from 2020-2023. Her term expires December 31, 2025.

**ATTACHMENTS:**
1. Polly Andersen Resignation Notice

# Polly Andersen Resignation Notice

Hi Nick -

Please accept my resignation. I hope to return to committee service in the future. I will serve out my role through December.

Sincerely - Polly Andersen

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.h |
| **TITLE:** Award of Contract to Quality Flow Systems for Lift Station #6 Rehabilitation Project | |
| **PROPOSED MOTION:** To Award the Lift Station #6 Rehabilitation Project to Quality Flow Systems in the amount of $62,572 | |
| **PREPARED BY:** Mike Kelly, City Engineer/Director of Public Works | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends awarding the Lift Station #6 Rehabilitation Project to Quality Flow Systems in the amount of $62,572.

**FINANCIAL OR BUDGET CONSIDERATION:**
This project is proposed to be funded using the Sewer Capital Improvement Plan (CIP). The Sewer CIP currently has $45,000 allocated for this project. However, the fund can support the additional costs associated with this project.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Sustain Community Character & Safety*
The City strives to have well maintained infrastructure.

**BACKGROUND:**
Staff received three (3) quotes for the project. A summary of the results can be found below.

| | |
|---|---|
| Quality Flow Systems | $ 62,572.00 |
| Tri State Pump & Control | $ 63,625.00 |
| Electric Pump (panel not included) | $ 64,542.00 |

This project proposes to update the panel, pumps and piping for lift station #6, on Ferndale Road West. A summary memo and copies of the quotes are attached for review.

**ATTACHMENTS:**
1. Lift Station 6 - Bid Summary Memo
2. Lift Station 6 - Quality Flow Systems Quote
3. Lift Station 6 - Tri-State Pump & Control Quote
4. Lift Station 6 - Electric Pump Quote

**City Council**
Mayor Johanna Mouton
Jeff Parkhill
Cathy Iverson
Molly MacDonald
Alex Plechash

**City Manager**
Jeffrey Dahl

# MEMORANDUM

DATE: August 20, 2024

TO: Mike Kelly

FROM: Nick Nystrom

RE: Lift Station 6 Rehabilitation

The following quotes were received for the rehabilitation of sanitary lift station #6:

| Contractor | Quote |
|---|---|
| Tri State Pump & Control | $ 63,625.00 |
| Electric Pump (bid did not include new panel) | $ 64,542.00 |
| Quality Flow Systems | $ 62,572.00 |

I recommend going with the low bid of 62,572.00 to Quality Flow Systems for the rehabilitation of sanitary lift station #6.

_____ _____

Approved by Date

800 6th Street
New Prague, MN 56071 USA
Tel: (952) 758-9445
Cell: (651) 434-5878

# Quotation

| | | | |
|---|---|---|---|
| **Company Name:** | City of Wayzata, MN | **Prepared By:** | Matt Yorks |
| **Contact:** | Nick Nystrom | **Quotation Date:** | 5/8/2024 |
| | (952) 404-5368 | **Freight:** | Allowed to Jobsite |

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

**LS#6 Rehab Estimate:**

To include,

| Item | Description | Qty. | Net Each | Total Net |
|---|---|---|---|---|
| 1 | **Duplex pump control panel for operation on 240 Volt, 3-Phase, 4-Wire;** The enclosure is single door; suitable for wall hanging, NEMA 4X, 304 stainless steel, measuring approximately 48" H x 36" W x 12". Inner dead-front door, 3-point pad lockable handle and steel (painted white) component chassis will be provided. The system will provide control for two (2) 10HP KSB submersible pumps in response to wet well level sensed by weighted float switches. | 1 | $15,820.00 | $15,820.00 |
| | **To include**: | | | |
| | - Circuit Breaker: 3P, 100A, Main | 1 | | |
| | - Circuit Breaker: 3P, 100A, Emergency (interlocked w/ main) | 1 | | |
| | - Circuit Breaker: 3P, 50A, Pump Disconnect | 2 | | |
| | - Circuit Breaker: 1P, 15A, GFCI Convenience Receptacle (door mounted) | 1 | | |
| | - Circuit Breaker: 1P, 10A, Control Power (door mounted) | 1 | | |
| | - Circuit Breaker: 1P, 20A, Spare (door mounted) | 1 | | |
| | - Emergency Receptacle w/ Angle Adapter (AR1041-S22) | 1 | | |
| | - Generator Ground Termination (mounted on side of panel) | 1 | | |
| | - Square D Motor Starter w/ Adjustable O/L (size 2) | 2 | | |
| | - Convenience Receptacle: GFI, 15A | 1 | | |
| | - Voltage/Phase Monitor (motor saver) | 1 | | |
| | - Surge Arrestor: 3 Phase | 1 | | |
| | - 200W Fan Forced Panel Heater: Thermostatically Controlled | 1 | | |
| | - KSB Pump Protection Modules: Over Temperature & Seal Fail | 2 | | |
| | - Switch: 3-position (Hand-Off-Auto & alternation- 1-2/auto/2-1) | 3 | | |
| | - Pilot-Light: Push to Test; 120VAC, LED, Green Cap (pump running) | 2 | | |
| | - Pilot-Light: Push to Test; 120VAC, LED, Red Cap (pump O/T/fail/HL) | 5 | | |
| | - Pilot-Light: Push to Test; 120VAC, LED, Amber Cap (pump seal fail) | 2 | | |
| | - Push Button; Pump Reset (O/T or pump reset) | 2 | | |
| | - Running Time Meter: Pump Runtime & Simultaneous | 3 | | |
| | - Control Relay: 3 Pole; 120VAC w/ Indicating Light (includes base) | A/R | | |
| | - Ground Lug: 3 Conductor | 1 | | |
| | - 24VDC Power Supply | 1 | | |
| | - Float Controller: Intrinsically Safe Circuit | 1 | | |
| | - Float Switch: Suspended, Internally Weighted, 60' Cable | 4 | | |
| | - Red Strobe, 120VAC Alarm Light (top mounted) | 1 | | |
| | - Terminal Block: Single, 18-10AWG | A/R | | |
| | - Submittal/O&Ms: Wiring Diagrams, Bill of Materials, Data Sheets, Etc. | 1 | | |
| | - UL 698A Serialized Label | 1 | | |
| | - Space for SCADA Integration (remove existing SCADA box) | 1 | | |
| | - Onsite Startup of Pump Control Panel & Instrumentation | 1 | | |

| Item | Description | Qty. | Net Each | Total Net |
|---|---|---|---|---|
| 2 | **Adder for 1500CT Pump Controller** | 1 | $2,290.00 | $2,290.00 |
| | - Primary Pump Controller w/ Redundant Float Backup System (2 float) | | | |
| | - 5.7" Touch Screen | | | |
| | - Historical Pump Trend Data | | | |
| | - Alarm Event Log (time $ date stamped) | | | |
| | - Volumetric Flow Calculation (incoming and effluent flows) | | | |
| | - Dynamic Inputs & Outputs | | | |
| | - Built in Level Simulation | | | |
| | - 5# 4-20MA Submersible Transducer (replaceable sensor) | | | |
| | - Stainless Steel Suspension Kit | | | |
| 3 | **Installation of Control Panel** | 1 | $2,500.00 | $2,500.00 |
| | - Installation Completed by Licensed Master Electrician | 1 | | |
| | - Removal of Existing Control System(s) | 1 | | |
| | - 2" Conduits (from control panel to wet well) | 4 | | |
| | - Scheduling of Work with Power Company (disconnect/reconnect) | 1 | | |
| | - Inspection by State Electrical Inspector Once Completed | 1 | | |
| 4 | **KSB ARXD 100-230/070 Heavy Duty Submersible Pump** | 2 | $9,396.00 | $18,792.00 |
| | - 10HP, 230/3 Explosion Proof Motor | | | |
| | - Sized for 300GPM@70'TDH | | | |
| | - 3" Solids Handling | | | |
| | - 4" Discharge | | | |
| | - Double Mechanical Seals | | | |
| | - 50' Power Cable | | | |
| | - Over Temp/ Seal Fail Sensors | | | |
| | - 5 Year Warranty | | | |
| | - Startup and Training | | | |
| 5 | **KSB Guide System & Wet Well Discharge Piping** | 2 | $10,785.00 | $21,570.00 |
| | - KSB 4" Dual Rail Base Elbow | 2 | | |
| | - KSB 4" Guide Claw | 2 | | |
| | - KSB 4" Upper Guide Bracket (stainless steel) | 2 | | |
| | - 4" x 8' Ductile Iron Discharge Pipe | 2 | | |
| | - 4" Flanged Coupling Adapter | 2 | | |
| | - 4" 90 Degree Elbow Ductile Iron Pipe | 2 | | |
| | - 4" Flapper Style Check Valve | 2 | | |
| | - 4" Stainless Steel Flange Accessory Kit (nuts/bolts/gasket) | 6 | | |
| | - 2" Sch. 80 Stainless Steel Guide Pipe (20' stick) | 4 | | |
| | - Stainless Steel Cable Rack & J-hooks | 3 | | |
| 6 | **Installation of Wet Well Guide System & Discharge Piping** | 16 | $100.00 | $1,600.00 |
| 7 | **Startup and Training of LS Pumps & Panel** | 1 | -- | -- |
| 8 | **Freight to Jobsite** | 1 | -- | -- |
| | | | **Total Installed Selling Price:** | $62,572.00 |

**Terms:**
Quotation is valid for 30 days. Based upon Quality Flow Systems standard terms and conditions of sale; copy provided upon request.

If you have any other questions or concerns please give me a call.

Thanks for the opportunity,
Matt Yorks
(651) 434-5878
Matt@qfsi.net

*Tri-State Pump & Control*
*20092 21st Avenue East*
*PO Box 7*
*Clearwater, MN 55320*
*320-558-2000 Fax: 320-558-2002*
*tristate@tristatepump.com*
*www.tristatepump.com*

# Estimate

**This Estimate is Good for 30 Days from the date of Issue**

| Date | Estimate |
|---|---|
| 07/26/2024 | 138459-LS6 |

| Name / Address | Ship To |
|---|---|
| CITY OF WAYZATA<br>600 EAST RICE STREET<br>WAYZATA, MN 55391-1734<br><br>Phone: 952-404-0234<br>Fax: | CITY OF WAYZATA<br>LIFT STATION #6 |

| Terms | Rep | Project |
|---|---|---|
| NET 30 | PJH | |

| Item | Description | Qty | U/M | Unit Price | Total |
|---|---|---|---|---|---|
| LSP | PACKAGE PRICE PER QUOTE - PUMPS, RAIL SYSTEMS, VALVES AND ACCESSORIES | 1 | | 27,575.39 | 27,575.39T |
| LSP | PACKAGE PRICE PER QUOTE - CONTROL PANEL AND ACCESSORIES | 1 | | 21,306.52 | 21,306.52T |
| LSP | PACKAGE PRICE PER QUOTE - DISCHARGE PIPING - INCLUDES DUCTILE IRON PIPE, ELBOWS & ACCESSORIES | 1 | | 5,995.73 | 5,995.73T |
| SHIP | SHIPPING CHARGE | 1 | | 1,500.00 | 1,500.00T |
| LF2 | LABOR IN FIELD, 2 SERVICE TECHNICIANS | 12 | HR | 325.00 | 3,900.00T |
| | IMPORTANT NOTES<br>TAX IF APPLICABLE WILL BE ADDED<br>BYPASS PUMPING AS REQUIRED BY CITY | | | | |

| | |
|---|---|
| **Subtotal** | $60,277.64 |
| **Tax (7.525%)** | ~~$4,535.90~~ |
| **Total** | ~~$64,813.54~~ |

***We Accept Visa, MasterCard, Discover & American Express***

***A Processing Fee Will Be Charged On All Credit Card Payments***

***Net 30 Days Unless Noted - 1.5% Month Thereafter***

***No Returns on Electrical Components***

*Tri-State Pump & Control*
*20092 21st Avenue East*
*PO Box 7*
*Clearwater, MN 55320*
*320-558-2000 Fax: 320-558-2002*
*tristate@tristatepump.com*
*www.tristatepump.com*

# Estimate

**This Estimate is Good for 30 Days from the date of Issue**

| Date | Estimate |
|---|---|
| 8/9/2024 | 138510 |

| Name / Address | Ship To |
|---|---|
| CITY OF WAYZATA<br>600 EAST RICE STREET<br>WAYZATA, MN 55391-1734<br><br>Phone: 952-404-0234<br>Fax: | |

| Terms | Rep | Project |
|---|---|---|
| NET 30 | PJH | |

| Item | Description | Qty | U/M | Unit Price | Total |
|---|---|---|---|---|---|
| PWGW1325-CP | GATEWAY MULTI BUS CELLULAR PACKAGE, 4 DRY CONTACTS, 6 BUSES, INCLUDES EXTERIOR ANTENNA & 5' LEAD, POINTWATCH | 1 | EA | 0.00 | 0.00 |
| PWI/O200 | BOARD WITH 3 RELAYS, 8 DRY CONTACTS, POINTWATCH | 1 | EA | 0.00 | 0.00 |
| PWAMPCLAMPS | AMP CLAMPS | 2 | EA | 0.00 | 0.00 |
| LSP | PACKAGE PRICE PER QUOTE | | | 2,697.13 | 2,697.13 |
| PWANNUALMONITORI... | ANNUAL MONITORING FOR GATEWAY & CELLULAR, 1 YEAR | 1 | EA | 600.00 | 600.00 |
| SHIP | SHIPPING CHARGE | | | 50.00 | 50.00 |

***We Accept Visa, MasterCard, Discover & American Express***

***A Processing Fee Will Be Charged On All Credit Card Payments***

***Net 30 Days Unless Noted - 1.5% Month Thereafter***

***No Returns on Electrical Components***

| | |
|---|---|
| **Subtotal** | $3,347.13 |
| **Tax (8.525%)** | $0.00 |
| **Total** | $3,347.13 |

ELECTRIC PUMP

4280 E. 14th St.
Des Moines, IA 50313
Office: 515-265-2222
Toll Free: 800-383-7867
Fax: 515-265-8079

201 4th Ave SW
New Prague, MN 56071
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

TO: City of Wayzata, MN
Nick Nystrom / 952-451-2996 / nnystrom@wayzata.org

REF: Sanitary Lift Station #6 Rehab – Pumps, Piping, & Valves

DATE: July 23, 2024

## *LS#6 Rehab – Pumps, Piping, & Valves*

***Pumps & Accessories:***

Two (2) Flygt NP3127-488HT submersible pump. Pump to be furnished with the following:

- 10hp, 230V, 3phase, 60Hz, explosion proof motor
- Hard Iron N-Impeller
- Discharge Elbow 4”
- 50’ Power cable
- 2” SS guide rail with SS mounting brackets
- SS cable holder
- SS lifting chain with bow shackle
- Flygt Mini-Cas for pump monitoring ***(mounted in control panel)***

***Piping & Accessories:***

| | |
|---|---|
| Two (2) | 4” DIP flange x flange spool pieces @ 14” long |
| Two (2) | 4” DIP 45° elbows |
| Two (2) | 4” gate valves w/ 2” square key |
| Two (2) | 4” flapper style check valves |
| Two (2) | 4” DIP 90° elbows |
| One (1) | 4” DIP flange x flange @ 20’ long (vertical run of pipe, cut to fit) |
| Two (2) | 4” mega-flanges w/ SS accessories |
| Twelve (12) | Nut, bolt, gasket kits for 4” flange connections |
| One (1) | 2” SS uni-strut @ 5ft length to mount the upper guide rail brackets |
| One (1) | Lot of SS hardware |
| One (1) | Retrofit safety grate for existing hatch opening (29.5”x53”) |

***Mobilization & Install:***

| | |
|---|---|
| One (1) | Lot of trip/travel/labor to remove and replace the above equipment |
| One (1) | Confine space entry permit |
| One (1) | Lot of freight, startup, and training services included |

***Total Selling Price: $64,542.00 plus tax***

**Note the following:**

- Lead Time: 12-14 weeks ARO
- Pumps are identical to the pumps being proposed for LS#10. This provides the ability to interchange them, if needed.
- Control panel is not included in this proposal and will be quoted separately
- Anything that's not specifically mentioned in this proposal is the responsibility of others

Thank you for your consideration,

Steven Forsythe
C: 612-840-9499
E: sforsythe@electricpump.com

cc: Justin Kirby 515-265-2222

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.i |
| **TITLE:** Award of Contract to Quality Flow Systems for Lift Station #10 Rehabilitation Project | |
| **PROPOSED MOTION:** To Award the Lift Station #10 Rehabilitation Project to Quality Flow Systems in the amount of $54,798 | |
| **PREPARED BY:** Mike Kelly, City Engineer/Director of Public Works | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends awarding the Lift Station #10 Rehabilitation Project to Quality Flow Systems in the amount of $54,798.

**FINANCIAL OR BUDGET CONSIDERATION:**
This project is proposed to be funded using the Sewer Capital Improvement Plan (CIP). The Sewer CIP currently has $39,700 allocated for this project. However, the fund can support the additional costs associated with this project.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Sustain Community Character & Safety*
The City strives to have well maintained infrastructure.

**BACKGROUND:**
Staff received three (3) quotes for the project. A summary of the results can be found below.

| | |
|---|---|
| Quality Flow Systems | $ 54,798.00 |
| Tri-State Pump & Control | $ 55,115.00 |
| Electric Pump (panel not included) | $ 55,801.00 |

This project proposes to update the panel, pumps and piping for lift station #6, on Ferndale Road West. A summary memo and copies of the quotes are attached for review.

**ATTACHMENTS:**
1. Lift Station 10 - Bid Summary Memo
2. Lift Station 10 - Quality Flow Systems Quote
3. Lift Station 10 - Tri-State Quote
4. Lift Station 10 - Electric Pump Quote

**City Council**
Mayor Johanna Mouton
Jeff Parkhill
Cathy Iverson
Molly MacDonald
Alex Plechash

**City Manager**
Jeffrey Dahl

# MEMORANDUM

DATE: August 20, 2024

TO: Mike Kelly

FROM: Nick Nystrom

RE: Lift Station 10 Rehabilitation

The following quotes were received for the rehabilitation of sanitary lift station #6:

| Contractor | Quote |
|---|---|
| Tri State Pump & Control | $ 55,801.00 |
| Electric Pump (bid did not include new panel) | $ 55,115.00 |
| Quality Flow Systems | $ 54,798.00 |

I recommend going with the low bid of 54,798.00 to Quality Flow Systems for the rehabilitation of sanitary lift station #10.

_____ _____

Approved by Date

800 6th Street
New Prague, MN 56071 USA
Tel: (952) 758-9445
Cell: (651) 434-5878

# Quotation

| | | | |
|---|---|---|---|
| **Company Name:** | City of Wayzata, MN | **Prepared By:** | Matt Yorks |
| **Contact:** | Nick Nystrom | **Quotation Date:** | 5/8/2024 |
| | (952) 404-5368 | **Freight:** | Allowed to Jobsite |

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

**LS#10 Rehab Estimate:**

To include,

| Item | Description | Qty. | Net Each | Total Net |
|---|---|---|---|---|
| 1 | **Duplex pump control panel for operation on 240 Volt, 3-Phase, 4-Wire;** The enclosure is single door; suitable for pad mounting, NEMA 4X, 304 stainless steel, measuring approximately 48" H x 36" W x 12" D w/ 18' skirted leg stand. Inner dead-front door, 3-point pad lockable handle and steel (painted white) component chassis will be provided. The system will provide control for two (2) 7.5HP KSB submersible pumps in response to wet well level sensed by weighted float switches. | 1 | $15,820.00 | $15,820.00 |
| | **To include**: | | | |
| | - Circuit Breaker: 3P, 100A, Main | 1 | | |
| | - Circuit Breaker: 3P, 100A, Emergency (interlocked w/ main) | 1 | | |
| | - Circuit Breaker: 3P, 50A, Pump Disconnect | 2 | | |
| | - Circuit Breaker: 1P, 15A, GFCI Convenience Receptacle (door mounted) | 1 | | |
| | - Circuit Breaker: 1P, 10A, Control Power (door mounted) | 1 | | |
| | - Circuit Breaker: 1P, 20A, Spare (door mounted) | 1 | | |
| | - Emergency Receptacle w/ Angle Adapter (AR1041-S22) | 1 | | |
| | - Generator Ground Termination (mounted on side of panel) | 1 | | |
| | - Square D Motor Starter w/ Adjustable O/L (size 1) | 2 | | |
| | - Convenience Receptacle: GFI, 15A | 1 | | |
| | - Voltage/Phase Monitor (motor saver) | 1 | | |
| | - Surge Arrestor: 3 Phase | 1 | | |
| | - 200W Fan Forced Panel Heater: Thermostatically Controlled | 1 | | |
| | - KSB Pump Protection Modules: Over Temperature & Seal Fail | 2 | | |
| | - Switch: 3-position (Hand-Off-Auto & alternation- 1-2/auto/2-1) | 3 | | |
| | - Pilot-Light: Push to Test; 120VAC, LED, Green Cap (pump running) | 2 | | |
| | - Pilot-Light: Push to Test; 120VAC, LED, Red Cap (pump O/T/fail/HL) | 5 | | |
| | - Pilot-Light: Push to Test; 120VAC, LED, Amber Cap (pump seal fail) | 2 | | |
| | - Push Button; Pump Reset (O/T or pump reset) | 2 | | |
| | - Running Time Meter: Pump Runtime & Simultaneous | 3 | | |
| | - Control Relay: 3 Pole; 120VAC w/ Indicating Light (includes base) | A/R | | |
| | - Ground Lug: 3 Conductor | 1 | | |
| | - 24VDC Power Supply | 1 | | |
| | - Float Controller: Intrinsically Safe Circuit | 1 | | |
| | - Float Switch: Suspended, Internally Weighted, 60' Cable | 4 | | |
| | - Red Strobe, 120VAC Alarm Light (top mounted) | 1 | | |
| | - Terminal Block: Single, 18-10AWG | A/R | | |
| | - Submittal/O&Ms: Wiring Diagrams, Bill of Materials, Data Sheets, Etc. | 1 | | |
| | - UL 698A Serialized Label | 1 | | |
| | - Space for SCADA Integration (remove existing SCADA box) | 1 | | |
| | - Onsite Startup of Pump Control Panel & Instrumentation | 1 | | |

| Item | Description | Qty. | Net Each | Total Net |
|---|---|---|---|---|
| 2 | **Adder for 1500CT Pump Controller** | 1 | $2,290.00 | $2,290.00 |
| | - Primary Pump Controller w/ Redundant Float Backup System (2 float) | | | |
| | - 5.7" Touch Screen | | | |
| | - Historical Pump Trend Data | | | |
| | - Alarm Event Log (time $ date stamped) | | | |
| | - Volumetric Flow Calculation (incoming and effluent flows) | | | |
| | - Dynamic Inputs & Outputs | | | |
| | - Built in Level Simulation | | | |
| | - 5# 4-20MA Submersible Transducer (replaceable sensor) | | | |
| | - Stainless Steel Suspension Kit | | | |
| 3 | **Installation of Control Panel** | 1 | $4,800.00 | $4,800.00 |
| | - 4' x 4' Concrete Mounting Pad | 1 | | |
| | - Installation Completed by Licensed Master Electrician | 1 | | |
| | - Removal of Existing Control System(s) | 1 | | |
| | - Setup of Temporary Control Panel (overnight) | 1 | | |
| | - 2" Conduits (from concrete mounting pad to wet well) | 4 | | |
| | - Scheduling of Work with Power Company (disconnect/reconnect) | 1 | | |
| | - Inspection by State Electrical Inspector Once Completed | 1 | | |
| 4 | **KSB ARXD 100-230/065 Heavy Duty Submersible Pump** | 2 | $8,865.00 | $17,730.00 |
| | - 7.5HP, 230/3 Explosion Proof Motor | | | |
| | - 3" Solids Handling | | | |
| | - 4" Discharge | | | |
| | - Double Mechanical Seals | | | |
| | - 50' Power Cable | | | |
| | - Over Temp/ Seal Fail Sensors | | | |
| | - 5 Year Warranty | | | |
| | - Startup and Training | | | |
| 5 | **KSB Guide System & Wet Well Discharge Piping** | 2 | $6,279.00 | $12,558.00 |
| | - KSB 4" Dual Rail Base Elbow | 2 | | |
| | - KSB 4" Guide Claw | 2 | | |
| | - KSB 4" Upper Guide Bracket (stainless steel) | 2 | | |
| | - 4" x 8' Ductile Iron Discharge Pipe | 2 | | |
| | - 4" Flanged Coupling Adapter | 2 | | |
| | - 4" 90 Degree Elbow Ductile Iron Pipe | 2 | | |
| | - 4" Flapper Style Check Valve | 2 | | |
| | - 4" Stainless Steel Flange Accessory Kit (nuts/bolts/gasket) | 6 | | |
| | - 2" Sch. 80 Stainless Steel Guide Pipe (20' stick) | 4 | | |
| | - Stainless Steel Cable Rack & J-hooks | 3 | | |
| 6 | **Installation of Wet Well Guide System & Discharge Piping** | 16 | $100.00 | $1,600.00 |
| 7 | **Startup and Training of LS Pumps & Panel** | 1 | -- | -- |
| 8 | **Freight to Jobsite** | 1 | -- | -- |
| | | | **Total Installed Selling Price:** | $54,798.00 |

**Terms:**
Quotation is valid for 30 days. Based upon Quality Flow Systems standard terms and conditions of sale; copy provided upon request.

If you have any other questions or concerns please give me a call.

Thanks for the opportunity,
Matt Yorks
(651) 434-5878
Matt@qfsi.net

*Tri-State Pump & Control*
*20092 21st Avenue East*
*PO Box 7*
*Clearwater, MN 55320*
*320-558-2000 Fax: 320-558-2002*
*tristate@tristatepump.com*
*www.tristatepump.com*

# Estimate

**This Estimate is Good for 30 Days from the date of Issue**

| Date | Estimate |
|---|---|
| 07/26/2024 | 138458-LS10 |

| Name / Address | Ship To |
|---|---|
| CITY OF WAYZATA<br>600 EAST RICE STREET<br>WAYZATA, MN 55391-1734<br><br>Phone: 952-404-0234<br>Fax: | CITY OF WAYZATA<br>LIFT STATION #10 |

| Terms | Rep | Project |
|---|---|---|
| NET 30 | PJH | |

| Item | Description | Qty | U/M | Unit Price | Total |
|---|---|---|---|---|---|
| LSP | PACKAGE PRICE PER QUOTE - PUMPS, RAIL SYSTEMS, VALVES AND ACCESSORIES | 1 | | 23,482.69 | 23,482.69T |
| LSP | PACKAGE PRICE PER QUOTE - CONTROL PANEL AND ACCESSORIES | 1 | | 17,575.84 | 17,575.84T |
| LSP | PACKAGE PRICE PER QUOTE - DISCHARGE PIPING - INCLUDES DUCTILE IRON PIPE, ELBOWS & ACCESSORIES | 1 | | 5,995.73 | 5,995.73T |
| SHIP | SHIPPING CHARGE | 1 | | 1,500.00 | 1,500.00T |
| LF2 | LABOR IN FIELD, 2 SERVICE TECHNICIANS | 12 | HR | 325.00 | 3,900.00T |
| | IMPORTANT NOTES<br>TAX IF APPLICABLE WILL BE ADDED<br>BYPASS PUMPING AS REQUIRED BY CITY | | | | |

***We Accept Visa, MasterCard, Discover & American Express***

***A Processing Fee Will Be Charged On All Credit Card Payments***

***Net 30 Days Unless Noted - 1.5% Month Thereafter***

***No Returns on Electrical Components***

| | |
|---|---|
| **Subtotal** | $52,454.26 |
| **Tax (7.525%)** | ~~$3,947.18~~ |
| **Total** | ~~$56,401.44~~ |

*Tri-State Pump & Control*
*20092 21st Avenue East*
*PO Box 7*
*Clearwater, MN 55320*
*320-558-2000 Fax: 320-558-2002*
*tristate@tristatepump.com*
*www.tristatepump.com*

# Estimate

**This Estimate is Good for 30 Days from the date of Issue**

| Date | Estimate |
|---|---|
| 8/9/2024 | 138510 |

| Name / Address | Ship To |
|---|---|
| CITY OF WAYZATA<br>600 EAST RICE STREET<br>WAYZATA, MN 55391-1734<br><br>Phone: 952-404-0234<br>Fax: | |

| Terms | Rep | Project |
|---|---|---|
| NET 30 | PJH | |

| Item | Description | Qty | U/M | Unit Price | Total |
|---|---|---|---|---|---|
| PWGW1325-CP | GATEWAY MULTI BUS CELLULAR PACKAGE, 4 DRY CONTACTS, 6 BUSES, INCLUDES EXTERIOR ANTENNA & 5' LEAD, POINTWATCH | 1 | EA | 0.00 | 0.00 |
| PWI/O200 | BOARD WITH 3 RELAYS, 8 DRY CONTACTS, POINTWATCH | 1 | EA | 0.00 | 0.00 |
| PWAMPCLAMPS | AMP CLAMPS | 2 | EA | 0.00 | 0.00 |
| LSP | PACKAGE PRICE PER QUOTE | | | 2,697.13 | 2,697.13 |
| PWANNUALMONITORI... | ANNUAL MONITORING FOR GATEWAY & CELLULAR, 1 YEAR | 1 | EA | 600.00 | 600.00 |
| SHIP | SHIPPING CHARGE | | | 50.00 | 50.00 |

***We Accept Visa, MasterCard, Discover & American Express***

***A Processing Fee Will Be Charged On All Credit Card Payments***

***Net 30 Days Unless Noted - 1.5% Month Thereafter***

***No Returns on Electrical Components***

| | |
|---|---|
| **Subtotal** | $3,347.13 |
| **Tax (8.525%)** | $0.00 |
| **Total** | $3,347.13 |

ELECTRIC PUMP

4280 E. 14th St.
Des Moines, IA 50313
Office: 515-265-2222
Toll Free: 800-383-7867
Fax: 515-265-8079

201 4th Ave SW
New Prague, MN 56071
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

TO: City of Wayzata, MN
Nick Nystrom / 952-451-2996 / nnystrom@wayzata.org

REF: Sanitary Lift Station #10 Rehab – Pumps, Piping, & Valves

DATE: July 23, 2024

## *LS#10 Rehab – Pumps, Piping, & Valves*

***Pumps & Accessories:***

Two (2) Flygt NP3127-488HT submersible pump. Pump to be furnished with the following:

- 10hp, 230V, 3phase, 60Hz, explosion proof motor
- Hard Iron N-Impeller
- Discharge Elbow 4”
- 50’ Power cable
- 2” SS guide rail with SS mounting brackets
- SS cable holder
- SS lifting chain with bow shackle
- Flygt Mini-Cas for pump monitoring ***(mounted in control panel)***

***Piping & Accessories:***

| | |
|---|---|
| Two (2) | 4” DIP 90° elbows |
| Two (2) | 4” flapper style check valves |
| One (1) | 4” DIP flange x flange @ 20’ long (vertical run of pipe, cut to fit) |
| Two (2) | 4” mega-flanges w/ SS accessories |
| Six (6) | Nut, bolt, gasket kits for 4” flange connections |
| One (1) | Lot of SS hardware |
| One (1) | Retrofit safety grate for existing hatch opening (29.5”x47.125”) |

***Mobilization & Install:***

| | |
|---|---|
| One (1) | Lot of trip/travel/labor to remove and replace the above equipment |
| One (1) | Confine space entry permit |
| One (1) | Lot of freight, startup, and training services included |

***Total Selling Price: $55,115.00 plus tax***

**Note the following:**

- Lead Time: 12-14 weeks ARO
- Pumps are identical to the pumps being proposed for LS#6. This provides the ability to interchange them, if needed.
- Control panel is not included in this proposal and will be quoted separately
- Anything that's not specifically mentioned in this proposal is the responsibility of others

Thank you for your consideration,

Steven Forsythe
C: 612-840-9499
E: sforsythe@electricpump.com

cc: Justin Kirby 515-265-2222

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.j |
| **TITLE:** Award of Contract to Prairie Restorations for Little Woods Management Project | |
| **PROPOSED MOTION:** To Award the Little Woods Management Project Contract to Prairie Restorations in the Amount of $8,600 | |
| **PREPARED BY:** Mike Kelly, City Engineer/Director of Public Works, Bennett Myhran, City Forester | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends awarding the Little Woods Management Project Contract to Prairie Restorations in the Amount of $8,600.

**FINANCIAL OR BUDGET CONSIDERATION:**
The proposed cost to suppress invasive growth, control erosion, and establish a native plant community is $8,600. The Parks Capital Improvement Fund (CIP) currently has $5,200 designated for Little Woods improvements, which staff believes should be directed to this project. Staff proposes that the remaining $3,400 be funded using the City's Fee-in-Lieu of Tree Replacement fund.

Ongoing annual maintenance expenses associated with this work will be incorporated into the City's annual Parks Operating budget.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Achieve and Sustain Operational Excellence*
This project sets a functional standard for the maintenance of our City's more prominent public woodlands.

*Sustain Community Character and Safety*
This project proposes to transform a once-unmaintained woodland into a valuable natural feature of the City's downtown area.

**BACKGROUND:**
In recent years, Widsten Townhomes resident Henry Miles has volunteered much of his time to remove litter, infested ash trees, buckthorn, and other invasive species from the City's woodland property between Rice Street and Superior Boulevard - informally referred to as "The Little Woods." Thanks to Mr. Miles' efforts, the City now has an opportunity to thoughtfully restore and preserve this newly-recognized 0.46 acre wooded park space. His family foundation has also donated significant funds for this purpose.

This parcel is unique in that it hosts an intact maple-basswood forest system in the core of Wayzata - an area that is mostly defined by hardcover and unnatural landscapes. This location makes such a project especially impactful due to its visibility (aesthetic and educational benefits) and its ecological significance (benefits to forest connectivity and wildlife habit).

**ATTACHMENTS:**
1. Prarie Restorations - Cost Estimate
2. Prairie Restorations - Proposal

Prairie Restorations, Inc.

# Estimate

**# EST-005022**

**Prairie Restorations**
Tax ID : 41-1292279
31646 128th Street Northwest
Princeton, Minnesota 55371

Bill To
**Wayzata, City of**
600 East Rice St
Wayzata, MN 55391

Ship To
Wayzata, City of
600 East Rice St
Wayzata, MN, 55391
United States

| | |
|---|---|
| Estimate Date : | August 07, 2024 |
| Sales person : | Tyler Thorndal |
| Project Name : | City of Wayzata superior blvd 2024 install |
| Is Project Prevailing Wage? : | No |

Subject :

Soil preparation, seeding, and planting approximately 0.46 acres of wooded hillside adjacent to Superior blvd in Wayzata

| # | Item & Description | Qty | Rate | Amount |
|---|---|---|---|---|
| 1 | Service Project Set Up & Mobilization | 1.00 | 1,250.00 | 1,250.00 |
| 2 | Service Site Preparation<br>Includes 2 site prep sprays, hand tilling, and hand raking. | 1.00 | 2,915.00 | 2,915.00 |
| 3 | Service Seed and Seeding<br>Broadcast seeding 0.5 lbs of a custom graminoid mix plus a cover crop and raking seed into the soil. Broadcast seeding 10.0 oz of a custom forb mix. | 1.00 | 970.00 | 970.00 |
| 4 | Service Erosion Control<br>Hydromulching or straw mulching 0.31 acres | 1.00 | 2,095.00 | 2,095.00 |
| 5 | Service Plant and Planting<br>Planting 120 plugs (6-packs x20) | 20.00 | 23.50 | 470.00 |
| 6 | Service Plant and Planting<br>Planting 72 4-inch pots | 72.00 | 12.50 | 900.00 |
| | | | Sub Total | 8,600.00 |
| | | | **Total** | **$8,600.00** |

Notes

We appreciate your business!

**Responsible Service Site:** Watertown

**Customer Email:** mike@wayzata.org
**Customer Phone:** 952-404-5316

Prairie Restorations, Inc.

# Native Landscape Proposal

**Prepared For:**

City of Wayzata
299 Wayzata blvd W
Wayzata, MN 55391

**Prepared By:**

Tyler Thorndal
Prairie Restorations, Inc.
952-955-3400
tthorndal@prairieresto.com

Prairie Restorations, Inc.

# ABOUT US

Prairie Restorations, Inc. has been dedicated to the restoration and management of native plant communities for over 45 years. We have worked with thousands of clients on a wide variety of projects in both the public and private sectors throughout the upper Midwest.

Our team comprises experienced professionals, most of whom hold degrees in biology, forestry, or natural resources. Our teams are based out of 5 service sites across the state of Minnesota, providing a full range of services from consulting, design, install, and management.

We are committed to, and passionate about, protecting and enhancing our valuable natural resources. This dedication and expertise are brought to every project. We are excited about and appreciate the opportunity to provide you with this proposal.

Prairie Restorations, Inc.

# WHERE WE ARE

- Princeton, MN
- Scandia, MN
- Watertown, MN
- Randolph, MN
- Esko, MN

We have multiple locations around Minnesota to service just about any site in the state and surrounding areas. We also have garden centers open to the public in our Princeton, and Scandia, MN locations.

We are committed to providing exceptional service and building lasting relationships within the communities we serve.

Prairie Restorations, Inc.

# Native Installation Overview

## Project Overview

1. Establishing a native landscape will provide a long-term, ecologically sound landscape that is adapted to the existing conditions of the site. It will add a distinctive look to the property and provide valuable habitat for songbirds, butterflies, bees, and other pollinators. Additionally, native plantings contribute significantly to carbon sequestration by storing carbon in their biomass and roots. They also aid in storm-water purification by filtering out pollutants and excess nutrients, thus improving water quality. Furthermore, native landscapes help restore soils by promoting biodiversity, preventing erosion, and enhancing soil structure and nutrient cycling, leading to healthier and more resilient ecosystems.

2. The site will be treated with herbicide to kill existing weeds, tilled, and raked to provide a smooth seedbed, seeded with native grasses and wildflowers, and mulched to protect the seeding and enhance germination.

3. Native wildflower and grass plugs will be planted to enhance the diversity and aesthetics of the project.

# Project Dimensions & Zones

## Project Dimensions & Planting Zones

1. The project area is approximately **0.46 acres.** This area is part shade to full shade. The soil is well drained/dry. The area will be planted with a woodland edge seed mix. The entire 0.46 acres will be seeded, and 0.31 acres of the steepest portions (18-35 percent slopes) of the project will be mulched to help hold seeds in place. Volunteer summacs on the Southwestern edge will be left.

Prairie Restorations, Inc.

**Project area: 0.46 acres - to be treated, seeded, and planted**

**Erosion control area: 0.31 acres - to be hydromulched or straw mulched**

# Project Site Preparation

1. Remove invasive woody species such as Buckthorn (Rhamnus cathartica) and Eurasian Honeysuckle (Lonicera spp.) by flush cutting and stump treating with Triclopyr herbicide - **Preveiously done by volunteer effort.**

2. In the late summer, apply glyphosate herbicide as per the manufacturer's directions, to the actively growing vegetation in the project area. Allow a minimum of 10 days before distuturbing the vegetation with other procedures.

3. In areas with actively growing vegetation, apply a glyphosate per the manufacturer's directions. Allow a minimum of 10 days before disturbing the vegetation with other procedures.

4. Mow the dead vegetation and remove excess thatch as needed.

5. Scarify the soil surface with a mini tiller/dethatcher to prepare the seedbed.

# Installation Seed & Seeding

1. Seeding can occur during the growing season up to freeze-up, and in some instances after freeze-up. This project would likely be seeded in September of 2024, ideally before the fall leaf drop.

2. The graminoid seed (grasses, sedges, and rushes) will be spread by hand broadcasting throughout the project area.

3. A raking will follow to incorporate the seed into the soil.

4. The forb seed (wildflowers) will be spread by hand broadcasting onto the soil surface after the raking.

## Project Seed Mix

On the next page is the seed mix proposed for your site. It includes the specific species, the percent of the mix, and overall seeding rate for your project site.

Prairie Restorations, Inc.

## Custom seed mix: 0.5 lbs of Graminoids & 10.0 oz of forbs

| Grass Mix Template | | | Enter Below |
|---|---|---|---|
| **Scientific Name** | **Common Name** | **Seeds/Lb** | **Mix %** |
| Carex houghtoniana | Houghton's Sedge | 560,000.00 | 20.00% |
| Carex molesta | Field Oval/Troublesome Sedge | 400,000.00 | 15.00% |
| Carex sprengelii | Long-beaked Sedge | 160,000.00 | 15.00% |
| Elymus canadensis | Canada Wild Rye | 83,200.00 | 25.00% |
| Elymus hystrix | Bottlebrush Grass | 121,600.00 | 25.00% |
| | | | |
| | **Per PLS Lb Totals** | **247,200.00** | **100.00%** |
| | | | |
| | | | |

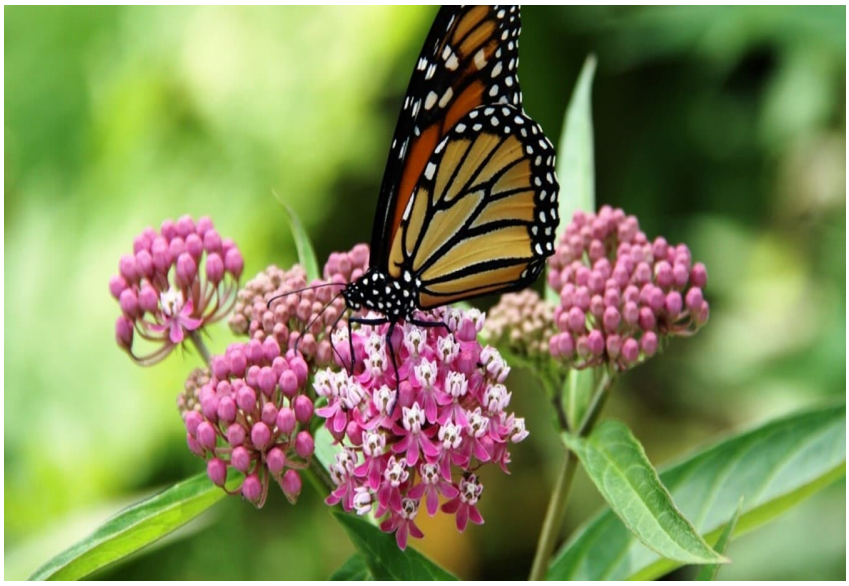
| Forb Mix Template | | | Enter Below |
|---|---|---|---|
| **Scientific Name** | **Common Name** | **Seeds/Oz** | **Mix %** |
| Agastache foeniculum | Fragrant Giant Hyssop | 90,000.00 | 8.00% |
| Anemone canadensis | Canada Anemone | 8,000.00 | 7.00% |
| Anemone virginiana | Tall Thimbleweed | 28,000.00 | 7.00% |
| Aquilegia canadensis | Wild Columbine | 38,000.00 | 9.00% |
| Chamaecrista fasciculata | Partridge Pea | 2,700.00 | 12.00% |
| Eurybia macrophylla | Large-leaved Aster | 27,000.00 | 9.00% |
| Epilobium angustifolium | Fireweed | 500,000.00 | 6.00% |
| Heliopsis helianthoides | Common Ox-eye | 6,300.00 | 7.00% |
| Maianthemum racemosum | False Solomon's Seal | 400.00 | 6.00% |
| Symphyotrichum lateriflorum | Calico Aster | 250,000.00 | 10.00% |
| Symphyotrichum novae-angliae | New England Aster | 66,000.00 | 6.00% |
| Thalictrum dasycarpum | Purple Meadow Rue | 11,000.00 | 7.00% |
| Thalictrum dioicum | Early Meadow Rue | 8,500.00 | 6.00% |
| | | | |
| | | | |
| | **Per PLS Oz Totals** | **76,599.00** | **100.00%** |
| | | | |

# Erosion Control

1. The cover crop will be sown along with the native grasses.

2. Steep slope areas will be Hydromulched or mulched with certified clean straw.

# Why Live Plants?



Native seeds, while invaluable in restoration and conservation projects, are unfortunately only available for a limited number of species. This constraint can limit the breadth of ecological diversity achievable solely through seeding. To mirror the rich tapestry of a natural ecosystem truly and foster biodiversity, incorporating live plants into your project is essential. Using mature plants not only introduces a broader spectrum of species, but it also accelerates the establishment of the habitat. This offers the dual benefit of swiftly creating a stable ecosystem and suppressing the emergence of unwanted weeds, as the mature plants outcompete opportunistic species. Integrating a mix of both seeds and live plants, therefore, presents the most holistic approach to ecological restoration and landscaping.

Prairie Restorations, Inc.

# Plants & Planting

1. Following the implementation of erosion control measures, the planting will be further diversified with native wildflower and/or grass plants (plugs, 4- inch pots, or 1-gallon pots). These will be planted individually in appropriate microhabitats or in designated areas of the project.

2. Plant a total of * seedlings, *% of which will be grasses, sedge, or rushes (graminoids), and *% of which will be wildflowers (forbs). The plants will have an approximate spacing of * inches on center.

3. Plant a total of * plugs, * 4-inch pots, and * 1-gallon pots.

4. Trees and shrubs will be individually mulched with shredded hardwood bark mulch at a depth of 3-4 inches.

5. Weed barrier mats will be installed and secured at the base of each tree and shrub.

6. 4' vented tree shelters will be placed around the trees and secured with a wooden stake.

7. Light netting will be placed around the shrubs to protect them from deer and rabbit browse.

8. Trees and shrubs will receive an initial watering at the time of planting.

*Please see the following list for plant species.*

**Forb Species**

- Spring beauty (Claytonia virginica)
- Downy yellow violet (biola pubescens)
- Woodland phlox (Phlox pilosa)
- Wood anemone (Anemone quinquefolia)
- Bloodroot (Sanguinaria canadensis)
- Wild sasparilla (Arailia nudicaulis)
- Zig zag goldenrod (Solidago flexicaulis)
- Wild geranium (Geranium maculatum)
- Jacob's ladder (Polemonium reptans)
- Rue anemone (Thailictrum thalicoides)
- Canada mayflower (Maianthemum canadense)
- Tall thimbleweed (Anemone virginiana)
- White rattlesnake-root (Preanthes alba)

**Grass & Sedge Species**

- Pennsylvania sedge ( Carex pensylvanica)
- Sprengle's sedge (Carex sprengelii)
- Rosy Sedge (carex rosea)
- Many-flowered woodrush (Luzula multiflora)
- Path rush (Juncus tenuis)

**Tree & Shrub Species**

- Red oak (Quercus rubra)
- Pagoda dogwood (Cornus alternafolia)
- Round-leaved dogwood (Cornus rugosa)
- American basswood (Tilia americana)
- Ironwood (Ostrya virginiana)
- Downy arrowwood (Viburnum rafinesquianum)

Prairie Restorations, Inc.

# Native Plant Management

The establishment of a new prairie represents not only a dedication to restoring our natural habitats but also a commitment to preserving biodiversity and ecological balance. Proper management of this installation is crucial. If neglected, it is likely that invasive species will take over. Regular maintenance ensures that the natural processes and succession stages of the prairie ecosystem are facilitated effectively.

## Management Example

Our management team will put together a schedule of maintenance for you along with a customized quote for providing the service. Below is an example of expected maintenance for the most critical time, the first 3 years.
(This is a general outline with estimated prices (not including mobilization or material costs) based on a 1-acre planting. Your proposal and prices will vary.)

- **Year 1** – Monitoring, 3 site mowing visits, a spot spraying visit to control annual and biannual weeds.
  $1,278.40est./4 total visits = $319.60/visit est.
- **Year 2** – Monitoring, Spring mow, 3 management visits that include spot spraying, spot mowing, and hand weeding.
  $1,428.80est./4 total visits = $357.20/visit est.
- **Year 3** – Spring prescribed burn, 3 management visits that include spot spraying, spot mowing, and hand weeding.
  $2,331.20est./4 total visits = $582.80/visit est.

Prairie Restorations, Inc.

# Terms & Conditions

By signing this contract, you agree to the terms and conditions as stated below.

1. **Project Cost:** The customer agrees to the entire project cost as outlined in **Estimate #** provided by Prairie Restorations, Inc. The amount detailed in this estimate represents the full and final cost for the project unless adjustments are agreed upon as outlined in the "Price Variance" provision. By signing this agreement, the customer acknowledges and accepts the entire scope and cost of the project as stated in **Estimate #**.
2. **Entire Agreement**: This agreement represents the entire understanding between the parties and supersedes any previous communication or agreements that may exist.
3. **Acknowledgment of Terms**: Each party acknowledges that they have read this agreement, understand the terms of this agreement, and have signed this agreement voluntarily.
4. **Amendment**: This agreement can be amended only by written document signed by both parties.
5. **Force Majeure**: Prairie Restorations, Inc. shall not be liable for any failure of, or delay in, the performance of this agreement for the period that such failure or delay is beyond the reasonable control of Prairie Restorations, Inc. and could not reasonably have been foreseen or provided against. These occurrences include but are not limited to weather, drought, wildlife, etc.
6. **Governing Law:** This agreement shall be governed, construed, and enforced in accordance with the laws of the state of Minnesota.
7. **Waiver:** Failure or neglect to enforce any rights under this agreement does not construe an agreement to waive any right in the future. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
8. **Severability**: If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
9. **Markings & Flagging**: The customer agrees to indemnify Prairie Restorations, Inc. for any damages to property caused by improper or no marking or flagging of necessary areas (i.e. septic tank, gutters, etc.). Customer agrees to mark or flag any and all areas that may be damaged by equipment used by Prairie Restorations, Inc.
10. **Price Variance**: Customer agrees that they have fully disclosed the full project scope including but not limited to project dimensions, existing vegetation, history, etc.
    - **a.** If a situation / condition occurs that was not disclosed to Prairie Restorations prior to this agreement, customer understands that this contract will become void, and a new proposal and contract may be written.
    - **b.** The customer shall indemnify and absolve Prairie Restorations, Inc. from any liability arising from property damages due to the customer's omission or failure to provide necessary information.
    - **c.** In some circumstances, conditions may arise that were unforeseeable by both parties, in these circumstances PRI may suggest an adjustment to the project to achieve the most successful outcome. PRI guarantees that adjustments to the project cost for unforeseen conditions will not be made without prior consultation and the consent of the property owner in writing.

11. **Burning Liability Disclaimer**: It is the responsibility of the property owner to identify property boundaries, remove items from burn area, visibly mark and notify the crew of any objects in the burn area that need to be protected. Prairie Restorations will not be held liable for any damage to property that was not marked appropriately.

    - Objects should be marked at a height to be seen above vegetation and visible from our equipment.
        - Potential obstacle/hazard items include but are not limited to:
            - Underground or above ground fencing
            - Electrical boxes
            - Irrigation nozzles
            - Septic caps
            - Drainage culverts
            - Lights or other man made installations
            - Landscaping
            - Garden hoses
            - Decorative rock
            - Ornamental plants
            - Trees and shrubs
    - While Prairie Restorations will make every effort to protect all identified trees and shrubs within and surrounding the burn unit, it may be unavoidable to protect some trees from temporary cosmetic damage. Prairie Restorations will not replace any trees that have temporary cosmetic damage caused by the prescribed burn.
    - Prairie Restorations will not be responsible for any damage that occurs if the landowner chooses to mow their own burn breaks.

**Proposal Validity**: This proposal is valid for 30 days from the date of the proposal.

| | | |
|---|---|---|
| **Customer Name** | **Customer Signature** | **Date** |

| | | |
|---|---|---|
| **Salesperson Name** | **Salesperson Signature** | **Date** |

Prairie Restorations, Inc.

Thank you for trusting us with your restoration project.

Prairie Restorations, Inc.

31646 128th Street

Princeton, MN 55371

Sales@PrairieResto.com

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.k |
| **TITLE:** Approval of WSB Proposal for Engineering Services Related to Grove Lane Expansion Project | |
| **PROPOSED MOTION:** To Approval the WSB Proposal for Engineering Services Related to Grove Lane Expansion Project | |
| **PREPARED BY:** Mike Kelly, City Engineer/Director of Public Works | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends approval of the WSB Proposal for Engineering Services related to Grove Lane Expansion Project.

**FINANCIAL OR BUDGET CONSIDERATION:**
The proposed cost for engineering services for this project is proposed to be $58,097 and includes surveying, design, construction documents, bidding and some construction administration. The project is identified in the Street Capital Improvement Fund (CIP) but will be funded with TIF District #5 pooling dollars. $141,500 is currently allocated to the design and construction of the project. The project will be bid in late-winter for construction in the spring of 2025.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Achieve and Sustain Operational Excellence*
This project will improve safety and access to the marina/beach area from Ferndale Road.

**BACKGROUND:**
As part of the Dakota Rail Trail construction in 2008, a portion of Grove Lane, between Ferndale Road and the marina/beach area, was narrowed to accommodate the trail construction. Since the Dakota Rail Trail extension to Broadway Avenue was constructed as part of the Panoway project, the Grove Lane trail segment no longer needs to remain at the current width, which will allow Grove Lane to be widened to accommodate two-way traffic. Having two-way traffic will benefit beachgoers, marina slipholders, and the Boatworks businesses during events such as the Art Experience and James J. Hill Days.

Staff will be engaging adjacent property owners as a part of this process as well. Staff recommends approval of the attached proposal, under the broader Master Services Agreement with WSB.

**ATTACHMENTS:**
1. WSB Proposal

A PROPOSAL FOR

# Professional Engineering Services

## Grove Ln Widening & Trail Extension Project – Final Design & Construction Services

FOR THE CITY OF WAYZATA

701 XENIA AVE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

August 23, 2024

Mr. Michael H. Kelly Jr.
City Engineer / Director of Public Works
City of Wayzata
299 Wayzata Blvd W
Wayzata, MN 55391

Re: Proposal for Professional Engineering Services
Grove Ln Widening & Trail Extension – Final Design & Construction Services

Dear Mr. Kelly:

On behalf of WSB, we are pleased to present this proposal to provide professional engineering services to the City of Wayzata for the Grove Lane Widening and Trail Extension Project. Specifically, our services will include final design, bidding assistance, and construction administration services for the project.

The proposed scope and engineering fee presented in the following letter represents our complete understanding of the project based on the information provided by City staff. The engineering fees provided with the proposal are estimated to be **$58,097**.

WSB appreciates the opportunity to provide the City of Wayzata with the services outlined in this proposal. As always, we are looking forward to working with you and your staff toward the completion of the project. Please feel free to contact us with any questions or comments that you have.

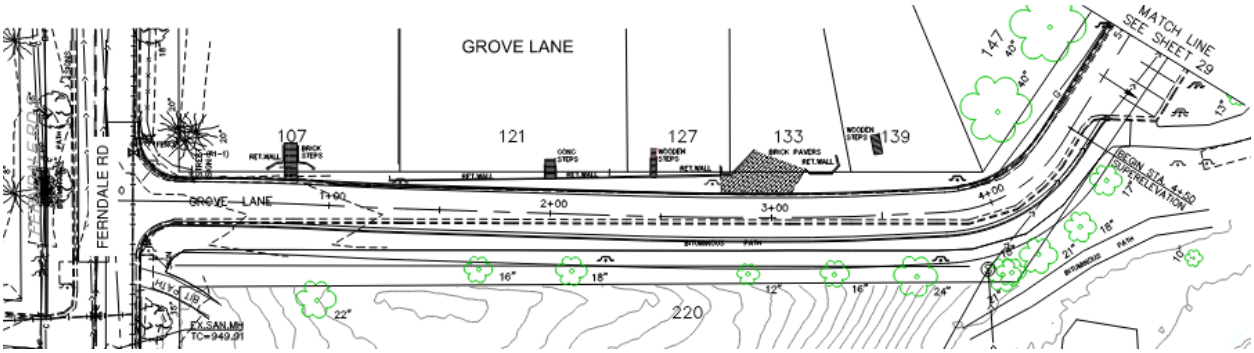
Sincerely,
WSB

Jim Stremel, PE
Senior Project Manager

Morgan Dawley, PE
Senior Director of Municipal Services

## Project Understanding

The City of Wayzata is planning to widen the portion of Grove Lane from Ferndale Road east to the existing parking lot and extend a bituminous trail along the south side of the roadway. The proposed improvements include the removal of existing pavements, realignment and/or widening of Grove Lane, installation of concrete curb, and trail paving meeting the design requirements of the Three Rivers Park District. The City has asked that tree impacts are minimized with the project and the location of the trail will be set at the back of curb. It is anticipated that minimal storm sewer will be needed and connection to the existing system without treatment will be acceptable.




## Project Approach/Scope of Services

WSB will provide project management for the duration of the project. This includes planning and coordination of all work tasks, establishment and monitoring of budgets, meetings with City staff, and design team oversight. Our team will provide technical direction on all aspects of the project and keep City staff informed of the project progress. WSB's project scope and proposed tasks are based on our understanding of the project, and we propose the following detailed scope of services.

### Task 1: Data Collection & Field Work

***Topographic Survey***
Survey controls will be set up for the project areas followed immediately by the topographic survey of the existing conditions. The topographic survey will include:

- Cross sections at 50-foot intervals (edge-of-bituminous, centerline, shoulder PI, ditch/boulevard shots, etc.)
- Residential driveways from edge of driveway to the right-of-way.
- Residential landscaping, including any retaining walls, and mailbox locations.
- Storm sewer & sanitary sewer rims, inverts, pipe sizes and material types, including culverts.
- Trees of 4-inch caliper or larger within the right-of-way.
- Gopher State One Call locate request for both private utility maps and field markings to be shot in the field.

Survey crews will attempt to locate and survey existing property irons and use that information to make improvements to the project base mapping for design and record drawings. This would not constitute a boundary survey but would be a "best fit" of the right-of-way based on irons found and readily available information.

### Task 2: Final Design & Construction Documents

The WSB design team will conduct final design and prepare plans, technical specifications, contract documents, permit applications, and assist the City during bidding with the following in mind.

***Final Design, Plans, & Construction Documents***

- Complete the final design and prepare the project plans and specifications consistent with City standards.
- The City will provide information as to what storm/sanitary structures will require improvements. It is assumed that these improvements will be limited to adjusting ring/casting replacements and chimney seal installation.
- Facilitate two (2) utility coordination meetings for the project in a virtual format. Request private utility mapping through one GSOC locate request.
- Prepare an Engineer's Opinion of Probable Cost based at 30% and 100% design stages.
- Calculate final project quantities and prepare the project bid form.
- Perform quality control reviews regularly throughout the duration of the design.
- Based on the proposed improvements, there will likely be less than one acre disturbed and a formal SWPPP and NPDES permitting will not be necessary. WSB will still show the necessary erosion/sediment control items on the plans meeting City/watershed requirements.
- Prepare a submittal to the watershed district for an erosion control permit.
- The project plans will be generally organized as follows: Title Sheet, General Layout, Typical Sections, Standard Details, Removals, Street/Trail Plans, and Cross Sections.
- A final set of plans and specifications in pdf format will be provided to the City at a 60%, 90% and 100% completion level for review and comment.
- Coordinate two project meetings with City staff and design team (WSB staff) members at the 30%, 60% and 90% plan completion level.
- We have assumed that City staff will attend/present the project at the necessary City Council meetings, but our team can prepare a summary memo for the agenda packet as needed.
- We have not included time for public engagement or a neighborhood meeting.

***Stormwater Management Design***

WSB will analyze the existing drainage patterns, identify drainage issues, consider drainage improvements, and design a drainage/culvert system for the conveyance of stormwater through the project area. With the proposed improvements limited to a relatively small project without significant change in hardcover, it is not anticipated that permanent stormwater management will be required and related design services have not been included with the scope of work. Our team will coordinate with the appropriate governing authorities (watershed) as needed to obtain the erosion control permitting.

## Task 3: Bidding & Award

Our team will prepare the Advertisement for Bids in compliance with the City's practices, facilitate project bidding (traditional bidding methods) by answering contractor questions, prepare any addenda, if necessary, and attend the bid opening. The cost to advertise the project will be paid by the City and the City will submit the Advertisement for Bids to the local newspaper and the Finance and Commerce. Our team will prepare an agenda report, but City staff will present the approved plans/specifications and bid award to the City council.

## Task 4: Construction Services

WSB will provide construction administration services for the duration of the project, but it is anticipated the City will provide overall construction management and observations. WSB's engineering team will provide technical direction on all aspects of the project, as needed. We propose the following detailed scope of services for the construction phase.

***Construction Administration***

Our services will include correspondence with the contractor regarding project contract items, preparation of partial and final pay estimates, attendance at weekly construction meetings, review of shop drawings, and other project submittals. This task also includes assisting the City in preparation of an agenda and attendance at the preconstruction meeting at city hall or elsewhere in the city. It is anticipated that City staff will coordinate public engagement and notifications during construction. We estimate the duration of

construction to be approximately 6 weeks of active construction and have included time for a total of four meetings (attendance at 1 pre-con and 3 weekly meetings).

***Construction Observation***
WSB will only provide construction observation or inspections services upon request by the City, under separate contract.

***Construction Survey Staking***
Our team will provide construction staking for the proposed project, specifically for the concrete curb, storm sewer, trail, and final road grade. These services also include the fieldwork to prepare record plans at the end of the project.

***Record Plans & Warranty Inspection***
At the end of project construction, WSB will prepare a set of record plans for the asbuilt improvements, including field shots of final utility locations. WSB will provide hard copies to City staff, update the City's GIS mapping system, and provide a link to the electronic record plan pdf. WSB will also conduct a warranty review of the project with City staff and prepare a letter of final acceptability prior to the expiration of the warranty period.

## Exclusions

WSB has the capabilities to provide comprehensive construction services and can provide additional services under a separate contract. Here are the elements that we have not included in our scope of work within this proposal.

- Public engagement and/or neighborhood meetings
- Design and/or inclusion of retaining walls
- Wetland delineations and related permitting
- Geotechnical borings, pavement coring, or evaluation
- ROW acquisition or easement determination
- Construction materials testing, inspections/observations
- Construction related erosion/sediment control inspections
- Cultural resources survey

## Anticipated Project Schedule

Below is a general project schedule with major milestones. The exact timing of the design work will be discussed with the City at the kick-off meeting.

Final Design Authorization ..... September, 2024
Field Work (Surveying)..... September, 2024
Final Design & Plan Preparation ..... October – November, 2024
City Council Approve Plans/Specs & Authorize Bidding..... December, 2024
Bidding ..... January, 2025
Award Project.....February, 2025
Construction …… .....June – August, 2025

## WSB Cost Summary

Based on the proposed task hour budget, WSB will complete the scope of engineering services on an hourly not-to-exceed basis with costs as follows.

| | |
|---|---|
| Task 1 – Field Work & Data Collection | $ 4,461 |
| Task 2 – Final Design & Construction Documents | $ 35,541 |
| Task 3 – Bidding Assistance Services | $ 2,250 |
| Task 4 – Construction Services | $ 15,845 |
| **Grand Total All Tasks** | **$ 58,097** |

A copy of the project task hour budget is attached for your reference. This represents our complete understanding of the project. We are available to begin work immediately upon authorization as indicated in the proposed project schedule.

WSB appreciates the opportunity to provide the City of Wayzata with this proposal. As always, we are looking forward to working with you and your staff toward the completion of the project. Please feel free to contact me with any questions or comments that you have.

## Acceptance

This letter represents our entire understanding of the project scope. All work under this letter proposal will be governed by the Professional Services Agreement entered into between the City of Wayzata and WSB on January 5, 2024.

If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office. We look forward to working with the City of Wayzata on this project and are available to begin work once we receive signed authorization or as otherwise indicateed in the proposed project schedule.

**City of Wayzata**:

I hereby authorize WSB to proceed with the above-referenced work under the terms and conditions of the Professional Services Agreement entered into between the City of Wayzata and WSB on January 5, 2024.

_____
Authorized signature

_____
Title

_____
Date

### Attachments:

Detailed Estimate of Engineering Fees

# Estimate of Engineering Fees
## City of Wayzata
## Professional Engineering Services
## Grove Lane Widening & Trail Extension Project - Final Design and Construction Services

| Phase | Task | Description | Estimated Hours | | | | | | | | | Fee |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Senior Project Manager | Project Engineer | Graduate Engineer/CAD | Water Res. Engineer | Administrative Assistant | Construction Specialist | Survey Technician | Survey Crew | Total Hours | |
| | | | *Jim Stremel* | *Jake Grainger* | *Juan Lopez* | *Tom Hoffman* | *Sue Buckley* | *Paul Kyle* | *James Barich* | *Two-Person* | | |
| **1** | **Field Work & Data Collection** | | | | | | | | | | | |
| | 1.1 | Project Management & Controls | 2 | | | | | | | | **2** | $ 474.00 |
| | 1.2 | GSOC & Utility Locate Coord | | 1 | 2 | | | | | | **3** | $ 418.00 |
| | 1.3 | Topo Survey & Basemap Prep | | 1 | 3 | | | | 6 | 8 | **18** | $ 3,569.00 |
| **Phase 1 Total Estimated Hours and Fee** | | | **2** | **2** | **5** | | | | **6** | **8** | **23** | **$ 4,461.00** |
| **2** | **Final Design** | | | | | | | | | | | |
| | 3.1 | Project Management & Controls | 4 | | | | | | | | **4** | $ 948.00 |
| | 3.2 | Design - Civil 3D | 2 | 8 | 36 | | | | | | **46** | $ 6,438.00 |
| | 3.3 | Design - Plan Production | 2 | 8 | 36 | | | | | | **46** | $ 6,438.00 |
| | 3.4 | Design - Drainage & Stormwater | 1 | 2 | 2 | 12 | | | | | **17** | $ 2,575.00 |
| | 3.5 | Design - SWPPP | | 2 | 4 | 12 | | | | | **18** | $ 2,600.00 |
| | 3.6 | Cost Estimates | 2 | 4 | 6 | | | | | | **12** | $ 1,884.00 |
| | 3.7 | Specifications & Contract Docs | 2 | 4 | 16 | 6 | 16 | | | | **44** | $ 6,316.00 |
| | 3.8 | Permitting (Watershed) | | 1 | 2 | 3 | | | | | **6** | $ 859.00 |
| | 3.90 | Utility Coordination | | 4 | 4 | | | | | | **8** | $ 1,148.00 |
| | 3.10 | TRPD Coordination | 1 | 4 | | | | | | | **5** | $ 861.00 |
| | 3.11 | Constructability & QA / QC | 2 | | | 2 | | 4 | | | **8** | $ 1,544.00 |
| | 3.12 | Client & Team Meetings (3 Each/Total) | 9 | 9 | 3 | | | | | | **21** | $ 3,930.00 |
| | 3.13 | Bidding Assitance & Award | 2 | 6 | | | 6 | | | | **14** | $ 2,250.00 |
| **Phase 3 Total Estimated Hours and Fee** | | | **27** | **52** | **109** | **35** | **22** | **4** | | | **249** | **$ 37,791.00** |
| **3** | **Construction Services** | | | | | | | | | | | |
| | 4.1 | Construction Administration | 4 | 12 | | | 8 | | | | **24** | $ 3,940.00 |
| | 4.2 | Construction Meeting Attendance | 2 | 8 | | | | | | | **10** | $ 1,722.00 |
| | 4.3 | Review of Contractor Submittals | 1 | 6 | | | | | | | **7** | $ 1,173.00 |
| | 4.4 | Project Closeout & Punch List | 1 | 8 | | | | | | | **9** | $ 1,485.00 |
| | 4.5 | Record Drawing | 1 | 2 | 6 | | | | 1 | 4 | **14** | $ 2,505.00 |
| | 4.6 | Construction Staking | | | | | | | 6 | 16 | **22** | $ 5,020.00 |
| **Phase 3 Total Estimated Hours and Fee** | | | **9** | **36** | **6** | | **8** | | **7** | **20** | **86** | **$ 15,845.00** |
| | | | | | | | | | | | | |
| **Total Estimated Hours** | | | **38** | **90** | **120** | **35** | **30** | **4** | **13** | **28** | **358** | |
| | | | | | | | | | | | | |
| **Average Hourly Billing Rate** | | | $ 237.00 | $ 156.00 | $ 131.00 | $ 147.00 | $ 140.00 | $ 194.00 | $ 170.00 | $ 250.00 | | |
| **Total Fee by Labor Classification** | | | **$ 9,006.00** | **$ 14,040.00** | **$ 15,720.00** | **$ 5,145.00** | **$ 4,200.00** | **$ 776.00** | **$ 2,210.00** | **$ 7,000.00** | | **$ 58,097.00** |
| **TOTAL FINAL DESIGN & BIDDING FEE** | | | | | | | | | | | | **$ 58,097.00** |

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 7.I |
| **TITLE:** Approval of 2024 Sidewalk Cafe Permit for Eloise Restaurant at 332 Broadway Avenue South | |
| **PROPOSED MOTION:** To Approve the 2024 Sidewalk Cafe Permit for Eloise Restaurant at 332 Broadway Avenue South | |
| **PREPARED BY:** Valerie Quarles, Assistant Planner | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends approval of the 2024 Sidewalk Cafe Permit for Eloise Restaurant at 332 Broadway Avenue South.

**FINANCIAL OR BUDGET CONSIDERATION:**
A fee of $815 is collected for new sidewalk cafe permit applications and applied to the City's General Fund.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Community Character and Resident Pride of Place, A Thriving Commerical Core*
Outdoor sidewalk cafes improve downtown vitality. Regulating them through the Sidewalk Cafe Permit program ensures they continue to promote walkability through effective management of the right-of-way.

**BACKGROUND:**
Eloise Restaurant has applied for a Sidewalk Cafe Permit to apply for the remainder of the 2024 outdoor season. The plans meet all the ordinance requirements pertaining to sidewalk cafes as a use.

The improvements to the sidewalk cafe area will be permitted long-term through an administrative Encroachment Permit, which regulates year-round fixtures in the right of way. As of August 28, the plans for the encroachment items have been reviewed and approved by Public Works, but the applicant still needs to sign their Encroachment Agreement and pay the required fees.

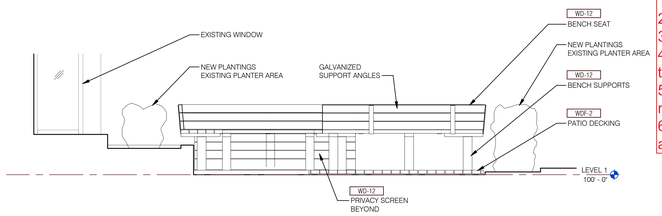
The restaurant and sidewalk cafe areas will be included under the existing liquor license for Grocer's Table, which under the state's regulations can be amended without additional approval by Council. The design of the sidewalk cafe provides sufficient barriers between public space and areas where liquor can be consumed.

**ATTACHMENTS:**
1. 332 Broadway - Sidewalk Cafe Area Plan

Wayzata Permit No. 2024-00494

Notes:
1. A formal Encroachment Agreement is required, between the property owner and the City of Wayzata.
2. A separate Sign Permit is required for all proposed signage.
3. A separate Sidewalk Cafe Permit is required is required for restaurant service within the approved encroachment.
4. The existing USPS mailbox in the ROW is owned by the USPS, and may not be relocated without approval from both the USPS and the City of Wayzata.
5. The existing trash receptacle and parking restriction signage in the ROW is owned by the City of Wayzata, and may not be removed or relocated without approval from the City of Wayzata.
6. A 5-foot wide minimum Pedestrian Access Route must remain clear of any obstruction at all times, between the approved encroachment and the street.

**CITY OF WAYZATA**
ENGINEERING DEPARTMENT PLAN REVIEW
**APPROVED**
REVIEWED BY:
PRINTED NAME: Jennifer L. Schumann, P. E.
DATE: 07/24/2024
All permit work shall conform to City of Wayzata Standards and Ordinances




10 A411 ENLARGED ELEV - PATIO OUTSIDE ENTRY SIDE
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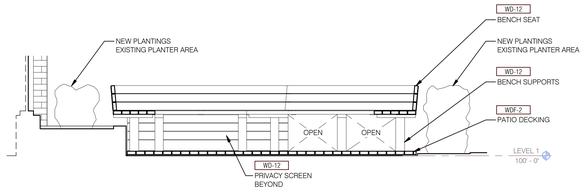


9 A411 ENLARGED ELEV - PATIO INSIDE SOUTH
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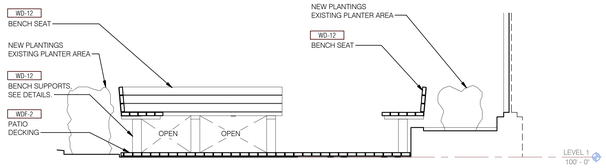


8 A411 ENLARGED ELEV - PATIO INSIDE NORTH
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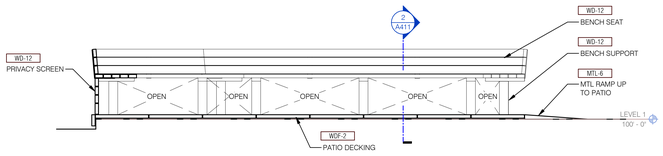


7 A411 ENLARGED ELEV - PATIO INSIDE WEST
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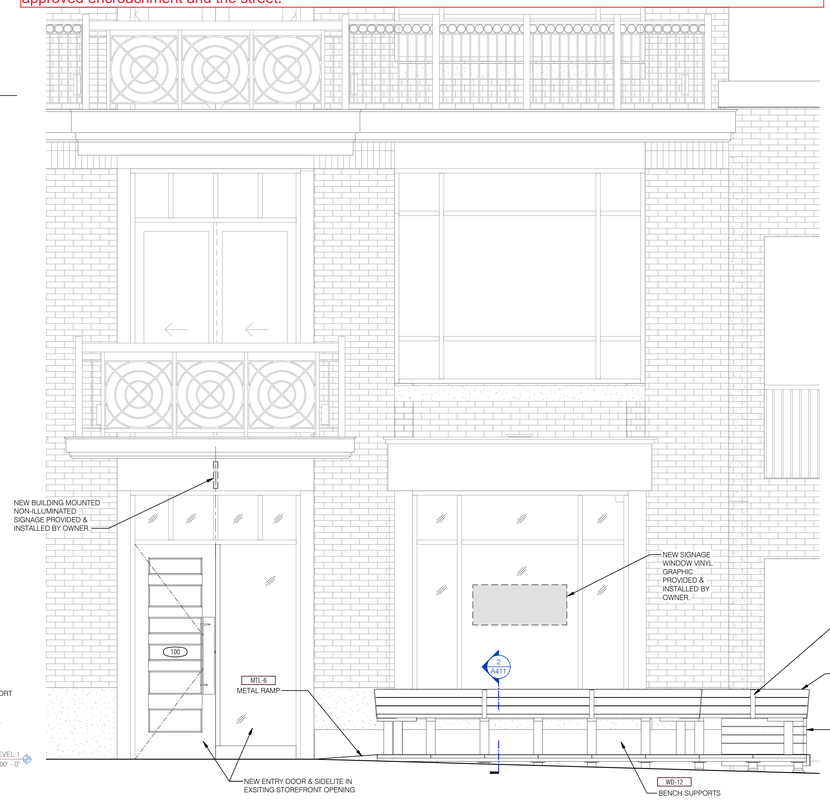


6 A411 ENLARGED ELEV - PATIO OUTSIDE FRONT
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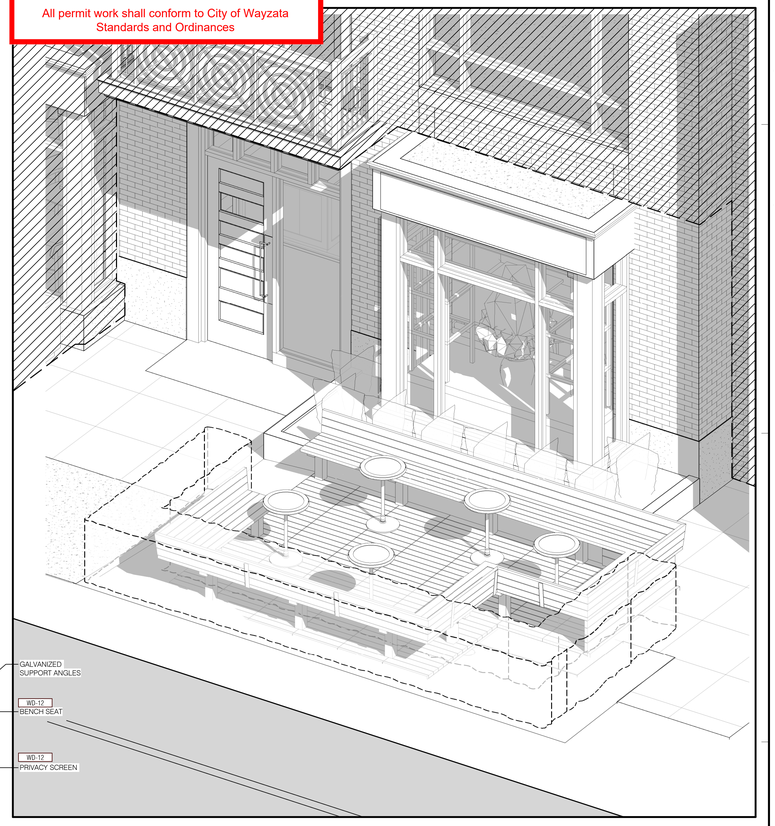
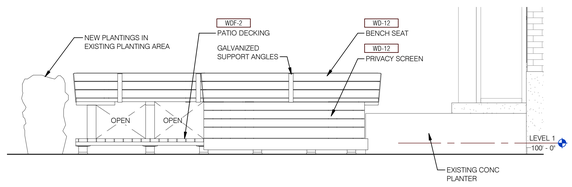


12 A411 AXON PATIO - FOR REFERENCE ONLY
SCALE:




5 A411 ENLARGED ELEV - PATIO OUTSIDE SOUTH
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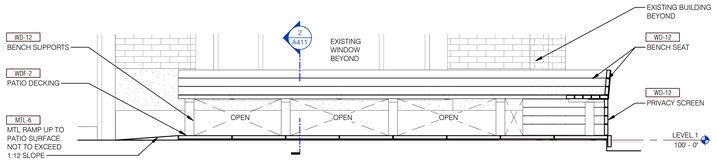


4 A411 ENLARGED ELEV - PATIO INSIDE EAST
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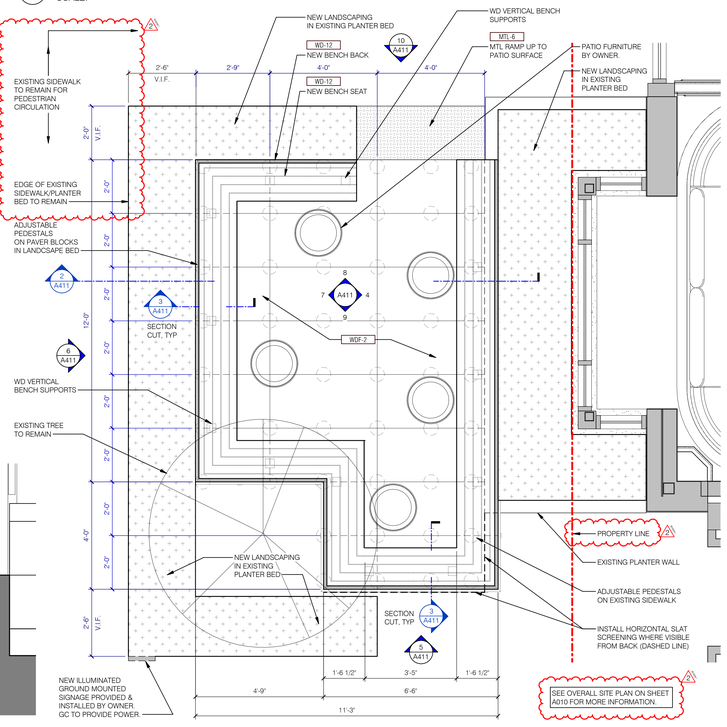
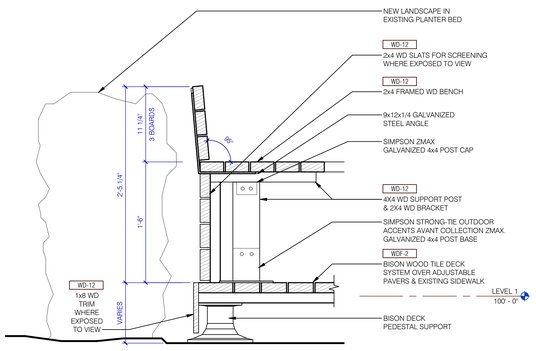



SEE OVERALL SITE PLAN ON SHEET A010 FOR MORE INFORMATION.

1 A411 ENLARGED PLAN - PATIO
SCALE: 1/2" = 1'-0"




3 A411 SECTION - PATIO W/ BENCH WITH SHRUB BACK
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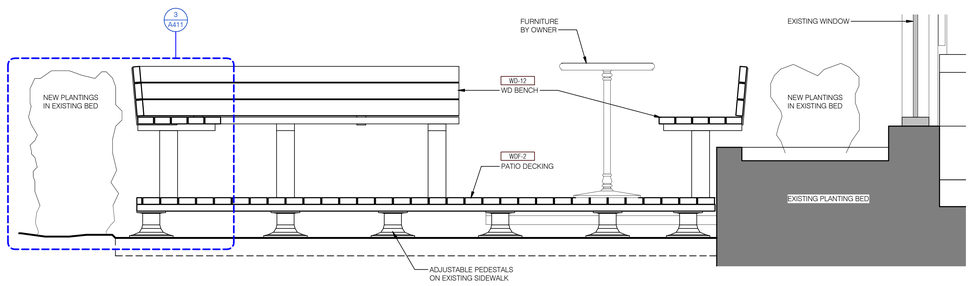


2 A411 SECTION - PATIO
SCALE: 1" = 1'-0"

shea


10 South Eighth Street
Minneapolis, MN 55402

t 612_339-2257
sheadesign.com


consultant

project title
ELOISE
332 BROADWAY AVE SOUTH
WAYZATA, MN 55391

client
LINDSAY POHLAD
WAYZATA, MN 55391

seal

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

PRINTED NAME David A. Shea III
SIGNATURE
DATE ISSUED 2024-04-24
REG. NO. 12982

BID & PERMIT SET

| no. | date | issued for |
|---|---|---|
| 2 | 06.04.24 | REVISION 1 |

| project no. | issue date |
|---|---|
| 8875.00 | 2024-04-24 |
| drawn | checked |
| JNC | JS, SO, HS |

sheet title
ENLARGED PLAN - PATIO

A411

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# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 8.a |
| **TITLE:** Consider Adoption of Resolution 37-2024 for Amendments to Conditional Use Permits for Eloise Restaurant Parking at 332 Broadway Avenue South | |
| **PROPOSED MOTION:** To Adopt Resolution 37-2024 for Amendments to Conditional Use Permits for Eloise Restaurant Parking at 332 Broadway Avenue South | |
| **PREPARED BY:** Valerie Quarles, Assistant Planner | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends adoption of Resolution 37-2024 for Amendments to Conditional Use Permits for Eloise Restaurant Parking at 332 Broadway Avenue South.

**FINANCIAL OR BUDGET CONSIDERATION:**
The total requested FILOP amount is $100,000, which would go toward the City's Parking Fund. This action also includes approval of the use of financing under the FILOP Policy.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Community Character and Resident Pride of Place, A Thriving Commerical Core*
Thriving commercial spaces contribute to downtown vitality. Managing the City's parking facilities to provide maximum utility promotes local character.

**BACKGROUND:**
Owner Beltz Enterprises, LLC, represented by Gary Gabrielson, has submitted a development application requesting two Conditional Use Permit (CUP) Amendments in order to entitle 10 additional weekday, daytime parking spaces for 332 Broadway Ave S. The parking is requested to support a new restaurant, Eloise. The amendments are proposed to the existing Joint Use of Parking and Fee-in-Lieu of Parking CUPs that were approved in 2018.

The Planning Commission considered the application at their August 5 meeting and discussed how the FILOP and joint parking programs work and the capacity of surrounding parking facilities. The Commission voted 5-0 to recommend approval of the application. As of August 29, no public comments have been received.

An amendment to the development agreement and approval of financing terms are required and will be on a future City Council agenda.

**ATTACHMENTS:**
1. Resolution 37-2024
2. 332 Broadway - Planning Commission Report and Recommendation of Approval
3. 332 Broadway - Staff Report
4. 332 Broadway - Applicant's Narrative and Floor Plan
5. 2022 Wayzata Downtown Parking Study Excerpts
6. 2018 FILOP Policy
7. Excerpt from August 5, 2024 Planning Commission Minutes

# DRAFT RESOLUTION NO. 37-2024

## RESOLUTION APPROVING AMENDMENTS TO CUPS FOR OFF-SITE PARKING AND FEE IN LIEU OF PARKING (FILOP) FOR A NEW RESTAURANT AT 332 BROADWAY AVENUE SOUTH

**WHEREAS**, applicant and property owner, Beltz Enterprises, LLC, (the "Applicant") has submitted a development application (the "Application") requesting an amendment to existing Fee-in-Lieu-of-Parking (FILOP) and Joint Use of Parking conditional use permits to support a new restaurant (the "Project") in the existing building at 332 Broadway Ave S (the "Property"); and

**WHEREAS**, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, has held a public hearing on the Application, made findings of fact on the requests in the Application, and delivered a Report and Recommendation to the City Council, attached to this Resolution as Attachment B (the "PC Report");

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

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

B. Based on the foregoing, the Amendments to the existing Joint Parking CUP and FILOP CUP, as defined in the PC Report, are **HEREBY APPROVED**, subject to the following conditions:

1. All fee-in-lieu of parking fees required for ten (10) additional parking spaces under the City's FILOP Policy must be paid by the Applicant.

2. Amendments to the development agreement with the City that incorporate all of the requirements of the City's FILOP Policy for an additional ten (10) parking spaces and allow for joint use of off-street parking facilities at the City's Mill Street Municipal Parking Ramp, in form and content acceptable to the City Attorney, must be executed by the parties concerned, filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of titles; and a certified copy of the recorded document must be provided to the City within 60 days after approval by the City.

3. The Applicant must secure all necessary building permits for construction of the Project, as well as all right of way and other permits for its operation, and follow all laws and regulations applicable to the Project, including building codes, land use regulations, and City Code and policies applicable to days and times of work, construction management, and use of the Property.

4. The Applicant must build and complete the Project in conformance, in all material respects, with the plans depicted in the Application.

5. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 3rd day of September 2024.

_____
Mayor Pro-Tem Alex Plechash

DRAFT

ATTEST:

_____
City Manager Jeffrey Dahl

**ACTION ON THIS RESOLUTION:**

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 3rd, 2024.

_____
Kathy Leervig, City Clerk

SEAL

Attachments:

Attachment A
Legal Description of Property

Attachment B
Planning Commission Report and Recommendation

DRAFT

Attachment A

Legal Description of Property

| | |
|---|---|
| Address | 332 Broadway Ave S, Wayzata MN 55391 |
| PID | 06-117-22-42-0111 |
| Legal Description | Lot 1, Block 1, Beltz Mill Street Addition (Abstract & Torrens)<br>Lot 1, Block 1, Beltz Lake Street Addition (Torrens) |
| Abstract or Torrens? | Both |
| Certificate No. | 1475607, 1475608 |

DRAFT

**WAYZATA PLANNING COMMISSION**

**August 19, 2024**

# REPORT AND RECOMMENDATION OF APPROVAL OF AMENDMENTS TO CUPS FOR OFF-SITE PARKING AND FEE IN LIEU OF PARKING (FILOP) FOR A NEW RESTAURANT AT 332 BROADWAY AVENUE SOUTH

## SUMMARY OF RECOMMENDATION

1. **Approval*** of Amendment to CUP for Off-Site Joint Use of Parking
2. **Approval*** of Amendment to FILOP CUP for 10 additional required parking spaces

** with certain conditions listed at the end of this Report*

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## REPORT

### Section 1. BACKGROUND

1.1 Project. The applicant and property owner, Beltz Enterprises, LLC, (the "Applicant") has submitted a development application (the "Application") requesting an amendment to an existing Fee-in-Lieu-of-Parking (FILOP) and Joint Use of Parking conditional use permits to support a new restaurant (the "Project") in the existing building at 332 Broadway Ave S (the "Property").

1.2 Approvals Requested. The Application requests approval of the following:

A. Conditional Use Permit (CUP) – Off-Site Joint Use of Parking: An amendment to the existing conditional use permit issued under Sec. 920.09 to allow parking to be shared with the neighboring Mill Street Municipal Parking Ramp (the "Joint Parking CUP").

B. Conditional Use Permit (CUP) – Fee-in-Lieu-of-Parking (FILOP): An amendment to the existing conditional use permit under Sec. 920.12 and the City's Fee in Lieu of Parking (FILOP) Policy for ten (10) additional parking spaces (the "FILOP CUP").

1.3 Property. The address, property identification numbers and owner of the subject property (the "Property") are as follows:

| Address | PID | Owner |
|---|---|---|
| 332 Broadway Ave S | 06-117-22-42-0111 | Beltz Enterprises LLC<br>447 Peavey Rd<br>Wayzata, MN 55391 |

The legal description of the Property is attached to this Report as Attachment A.

1.4 Land Use Designations. The Property falls within the following land use districts:

| | |
|---|---|
| Zoning: | Planned Unit Development (PUD) |
| Comp Plan designation: | Central Business District |
| Overlay districts: | S/Shoreland Overlay District<br>Lake Street Design District |

1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Wayzata Sun Sailor* on July 25, 2024. A copy of the notice was mailed to all property owners located with 500 feet of the Property on July 24, 2024. The Applicant also sent a Neighborhood Notification letter summarizing the Project to property owners located within 500 feet of the Property on July 26, 2024. The public hearing on the Application was held at the August 5, 2024 Planning Commission meeting.

**Section 2. STANDARDS**

An amended conditional use permit (CUP) 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 requests for substantial changes in conditions or expansions of use. Sec. 904.05.

2.1 Joint Parking CUP. Under Section 920.09, the City Council may, after receiving a report and recommendation from the Planning Commission, approve a conditional use permit for one or more uses to provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each use should they provide them separately. When considering a request for such conditional use permit, the Planning Commission shall not recommend that such permit be granted except when the following conditions are found to exist:

A. Minimum. The parking meets the minimum required under the table shown in Section 920.09.

B. Proximity. The building or use for which an application is being made to utilize the off-street parking facilities provided by another building or use shall be located within 300 feet of such parking facilities.

C. Conflict in Hours. The applicant shall show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.

D. Written Consent and Agreement. A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities, duly approved as to title of grantors or lessors, and form and manner of execution by the City Attorney, shall be filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of titles, and a certified copy of the recorded document shall be filed with the City within 60 days after approval of the joint parking use by the City.

2.2 FILOP CUP. Any new use on a property that cannot meet the applicable on-site minimum parking requirements of City Code may be permitted if: (1) a fee-in-lieu of parking is paid as specified in the City's FILOP Policy; and (2) a Conditional Use Permit is approved based upon the criteria of the FILOP Policy, which are:

A. The Project is located within the "Mobility District" as established by City Council.

B. The City Council finds that the Project would enhance the accessibility, functionality, density and vitality of the Downtown Business District.

C. The parking impact of the Project does not exceed the available capacity of the City's parking facilities.

D. The requirements of section 904.2.F of the Zoning Ordinance for a conditional use permit, which require City Council to consider possible adverse effects of the proposed conditional use. Council's judgment shall be based upon (but not limited to) the following factors:

1. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.

2. The proposed use's compatibility with present and future uses of the area.

3. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).

4. The proposed use's effect on the area in which it is proposed.

5. The proposed use's impact upon property values in the area in which it is developed.

6. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.

7. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

**Section 3. FINDINGS**

Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the public hearing, and the standards of the Wayzata Ordinance, the Planning Commission of the City of Wayzata makes the following findings of fact:

3.1 Joint Parking CUP.

A. Minimum. The proposed parking for the Project meets the minimum required under the table shown in Section 920.09.

B. Proximity. The building and use for which application is being made to utilize the off-street parking facilities would be provided by the Mill Street Municipal Parking Ramp, and is located within 300 feet of such parking facilities.

C. Conflict in Hours. The Applicant has shown that there is no substantial conflict in the principal operating hours of the uses for which joint use of off-street parking facilities is proposed.

3.2 FILOP CUP.

A. The Project is located within the "Mobility District" as established by City Council.

B. The Project would enhance the accessibility, functionality, density and vitality of the Downtown Business District by providing a new restaurant option to the district's vibrant, existing restaurant area, that would enhance the types of dining options available in the district, increase vitality of the streetscape, and encourage walkability.

C. The parking impact of the Project does not exceed the available capacity of the City's parking facilities.

D. The provisions of Section 904.2.F of the Zoning Ordinance have been considered and are all satisfactorily met. The Project (the "Proposed Use")

would not have adverse effects on the surrounding area based upon the following:

1. The Proposed Use is not inconsistent with any policies or provisions of the official City Comprehensive Plan.

2. The Proposed Use is compatible with present and future uses of the area, which include several restaurants of similar capacity and size.

3. The Proposed Use conforms with all relevant performance standards contained in the Zoning Ordinance.

4. The Proposed Use will have a positive effect on the area in which it is proposed as noted in this Report.

5. The Proposed Use will not have a known negative impact upon property values in the area.

6. The Proposed Use will not generate additional traffic beyond what existing streets can handle.

7. The Proposed Use will not have an impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

## Section 4. RECOMMENDATION

4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **APPROVAL** of the Amendments to the existing Joint Parking CUP and FILOP CUP as requested in the Application, subject to the following conditions:

A. All fee-in-lieu of parking fees required for ten (10) additional parking spaces under the City's FILOP Policy must be paid by the Applicant.

B. Amendments to the development agreement with the City that incorporate all of the requirements of the City's FILOP Policy for an additional ten (10) parking spaces and allow for joint use of off-street parking facilities at the City's Mill Street Municipal Parking Ramp, in form and content acceptable to the City Attorney, must be executed by the parties concerned, filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of titles; and a certified copy of the recorded document must be provided to the City within 60 days after approval by the City.

C. The Applicant must secure all necessary building permits for construction of the Project, as well as all right of way and other permits for its operation, and

follow all laws and regulations applicable to the Project, including building codes, land use regulations, and City Code and policies applicable to days and times of work, construction management, and use of the Property.

D. The Applicant must build and complete the Project in conformance, in all material respects, with the plans depicted in the Application.

E. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 19th day of August 2024.

Attachments: Attachment A – Legal Description and Property Information

Attachment A
Legal Description and Property Information

| | |
|---|---|
| Address | 332 Broadway Ave S, Wayzata MN 55391 |
| PID | 06-117-22-42-0111 |
| Legal Description | Lot 1, Block 1, Beltz Mill Street Addition (Abstract & Torrens)<br>Lot 1, Block 1, Beltz Lake Street Addition (Torrens) |
| Abstract or Torrens? | Both |
| Certificate No. | 1475607, 1475608 |

**Staff Report**
**Wayzata Planning Commission**
**August 5, 2024**

| | |
|---|---|
| **Project Name:** | Eloise Restaurant Parking |
| **Approval Requests (2):** | Conditional Use Permit Amendment for Fee-in-Lieu of Parking (FILOP), Conditional Use Permit Amendment for Joint Use of Parking |
| **Property Owner/Applicant:** | Beltz Enterprises, LLC |
| **Applicant's Representative:** | Gary Gabrielson, Commercial Reality Advisors |
| **Addresses of Request:** | 332 Broadway Avenue South |
| **Prepared by:** | Valerie Quarles, Assistant Planner |
| **"120 Day" Decision Deadline:** | November 9, 2024 (extended from September 10) |

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**Development Application Introduction**
The applicant and property owner, Beltz Enterprises, LLC, represented by Gary Gabrielson, has submitted a development application requesting an amendment to their existing Fee-in-Lieu-of-Parking (FILOP) and Joint Use of Parking conditional use permits to support a new restaurant.

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

| Address | PID | Owner |
|---|---|---|
| 332 Broadway Ave S<br>(701 Lake St E) | 06-117-22-42-0111 | BELTZ ENTERPRISES LLC<br>447 PEAVEY RD<br>WAYZATA MN 55391 |

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

| | |
|---|---|
| Current Zoning: | Planned Unit Development (PUD) |
| Comprehensive Plan Designation: | Central Business District |
| Overlay Districts: | Shoreland Overlay District |
| Design District: | Lake Street District |

Project Location

The property is located on the north side of Lake Street, east of Broadway Avenue. Eloise restaurant will be located adjacent to The Grocer's Table restaurant at 326 Broadway Avenue South.

*Map 1: Project Location*

*Source: Hennepin County*

Application Requests

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

A. Conditional Use Permit (CUP) Amendment – Off-Site Joint Use of Parking (§920.09): Amend the existing Off-Site Joint Use of Parking CUP to accommodate a new restaurant that would generate demand for 10 additional parking spaces in the weekday daytime time period.

B. Conditional Use Permit (CUP) Amendment – Fee-in-Lieu-of-Parking (FILOP) (§920.12): Amend the existing FILOP CUP to accommodate additional demand generated by a new restaurant in the weekday daytime time period.

Public Hearing Notice

Notice of the public hearing on the Application was published in the *Sun Sailor* on July 25, 2024. The public hearing notice was also mailed to all property owners and residents who rent located within 500 feet of the subject property on July 24, 2024.

Neighborhood Notification
The applicant sent a letter summarizing the proposal to property owners located within 500 feet of the subject property on July 26, 2024.

Public Comments
No public comments were received before the packet publication deadline on August 1, 2024.

**Existing Conditions**
The existing developed lot is 20,795 square feet (0.48 acres) in area. The existing building was built in two phases through the Planned Unit Development (PUD) process, detailed below. The site contains restaurant, retail, and other commercial uses on the first floor and office uses on the second and third floor. The property does not contain any parking.

Zoning District and Land Use Designation
The site is zoned Planned Unit Development. The 2040 Comprehensive Plan land use designation for the site is Central Business District. The relevant Guiding Principles from the Comprehensive Plan include:

- Charming
- Walkable and Pedestrian Friendly
- Connected

701 Lake St E Site History
The site originally consisted of multiple parcels. The first portion to redevelop was 701 Lake St E, which created an L-shaped building principally fronting Lake Street (including current tenants such as Chico's, SkinSpirit, Stifel, and Green Wealth Management) with some frontage on Broadway Ave S. The building wrapped around two older homes used as commercial buildings on Broadway Ave S. This initial redevelopment was executed between 2000 and 2003 under a PUD along with other approvals.

*Map 2: The site pictured in 2006.*

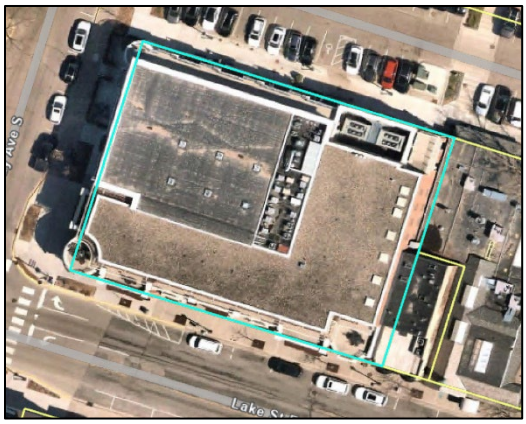
*Source: Hennepin County*

These approvals included fee-in-lieu of parking (FILOP), in which the applicant financially contributes to the maintenance and future expansion of the City's public parking at a rate proportional to their impact on the system. FILOP is available as a conditional use permit to properties within the C-4, C-4A, and C-4B zoning districts. This action accounted for a shortage of 74 parking spaces. In the development agreement associated with this action, the City anticipated that the future parking ramp on Mill Street (later built in 2018) would help to supply that parking. FILOP continues to be an available option for C-4, C-4A, and C-4B properties today, additionally regulated by the policy adopted in 2016 and modified in 2018 (attached). Staff has not found evidence of a joint use of parking CUP associated with this stage of development.

Broadway Place History

The two older homes used as commercial buildings were redeveloped between 2016 and 2019 through a re-platting of the entire corner into a single parcel and PUD Amendment, among other approvals. The project was referred to as "Broadway Place." These approvals created a new structure which is directly attached to the building built in 2000. The building addition constructed in 2019 is a three-story, mixed-use structure which includes retail, service commercial, office, and restaurant uses (with current tenants such as Grocer's Table, Ameriprise Financial, Hunter Street Partners, and North Sky Capital). The new structure did not include any parking.

*Map 3: The site pictured in 2024.*



*Source: Hennepin County*

Parking for the Broadway Place portion of the redevelopment is enabled through a fee-in-lieu of parking (FILOP) CUP and a joint use of parking CUP. The total required parking for Broadway Place was calculated based on the uses that the building was anticipated to have, including retail/service commercial and a single restaurant (Grocer's Table) on the first floor and office use on the second and third floors. The total required parking was 92 spaces. This includes the calculation for joint use of parking, which accounts for different types of tenants' parking demand peaking at different times of day. For this joint use condition to continue without a CUP Amendment, higher-intensity parking uses may not be added to the development without a re-evaluation of the joint use of parking and FILOP CUPs. This is specifically noted in the 2019 development agreement for the project.

Eloise Restaurant

On the Broadway side of the property, the retail space formerly occupied by Lululemon is planned to become Eloise, a companion restaurant to Grocer's Table. The Lululemon space, as retail, required 6 parking spaces at peak demand. Eloise, as designed and permitted, will require 21 spaces at peak demand. The project has received a building permit and is currently working on renovating the existing space. The restaurant, under the existing Joint Parking CUP, is permitted to be open at any time of the day and week, except for weekdays between 7:00 a.m. and 6:00 p.m.

**Proposed Changes**

The applicant has submitted a proposal for Eloise to open before 6:00 p.m. on weekdays. This is not permitted under the existing Joint Parking CUP without an amendment to the maximum parking limit, as a restaurant requires more parking per square foot than the previous retail space.

Substituting a restaurant for retail requires a recalculation of the joint use demand at different types of day as determined by City Code 920.09.A.5. The first table below shows how parking demand for different types of uses peaks and falls throughout the day, per

City Code. Note that retail, restaurant, and office uses have their parking demand peak at different times of the day and week, which means that there is no scenario in which all uses on the property use 100% of their parking at the same time – therefore reducing the total parking demand. This also creates an excess of available parking at times of the day other than peak utilization. Peak utilization for this property is weekdays from 7:00 a.m. to 6:00 p.m. This is the period that FILOP is calculated for.

| Land Use* | Weekday Percent of Total Demand | | | Weekend Percent of Total Demand | | |
|---|---|---|---|---|---|---|
| | 12:00 Midnight —7.00 a.m. | **7.00 a.m.— 6.00 p.m.** | 6.00 p.m.— 12:00 Midnight | 12:00 Midnight —7.00 a.m. | 7.00 a.m.— 6.00 p.m. | 6.00 p.m.— 12:00 Midnight |
| Restaurant | 10% demand | **70% demand** | 100% demand | 20% demand | 70% demand | 100% demand |
| Retail | 0% demand | **90% demand** | 60% demand | 0% demand | 100% demand | 60% demand |
| Office | 5% demand | **100% demand** | 5% demand | 0% demand | 10% demand | 0% demand |

*Chapter 920 also calculates usage throughout the day for government and multifamily residential uses, which are not present on this property.

The table on the next page specifically summarizes the current and proposed shared parking distribution for the 2,018 square foot space proposed to be occupied by Eloise (332 Broadway). The table shows that while the proposed restaurant parking demand typically exceeds the equivalent retail for the same time periods, there is sufficient excess capacity in the overall joint use of parking arrangement during all periods besides weekdays during the daytime. The heightened demand during this period is driven by the office use. Since parking utilization for the office use falls in the evenings, greater capacity is then available to the rest of the building. Restaurant parking utilization peaks in the daytime and evening under City Code.

| 332 Broadway Land Use | Peak Demand (100%) | Weekday Demand | | | Weekend Demand | | |
|---|---|---|---|---|---|---|---|
| | | 12:00 midnight – 7:00 a.m. | **7:00 a.m. – 6:00 p.m.** | 6:00 p.m. – 12:00 midnight | 12:00 midnight – 7:00 a.m. | 7:00 a.m. – 6:00 p.m. | 6:00 p.m. – 12:00 midnight |
| Current Retail | 6 spaces | 0 spaces | **5.4 spaces** | 3.6 spaces | 0 spaces | 6 spaces | 3.6 spaces |
| Proposed Restaurant | 21 spaces | 2.1 spaces | **14.7 spaces** | 21 spaces | 4.2 spaces | 14.7 spaces | 21 spaces |
| Is the excess required parking accounted for through the overall joint use capacity of the building? | | Yes | **No** | Yes | Yes | Yes | Yes |

The buildout for Eloise is in progress under the condition that the restaurant's evening weekday hours begin at 6:00 p.m. The applicant has submitted a request to open at 5:00 p.m., which brings the operating hours of the restaurant into the weekday daytime time period with no additional parking capacity today. The applicant's request is to pay for the excess in parking demand during that time period through the FILOP program. This requires amendments to the property's existing conditional use permits for joint use of parking and FILOP.

**Analysis of Application**

Joint Use of Parking CUP Amendment

An Amendment to the current CUP for Joint Use of Parking is required to address the excess parking demand proposed during the weekday daytime block (7:00 a.m. to 6:00 p.m.). At its peak, Eloise requires 21 parking spaces during this time period. Restaurant parking demand is calculated through a floor plan review, accounting for the different levels of parking demand between seating areas, bar areas, and kitchen/supporting areas. Under the joint use regulations, Eloise's full 21 spaces are only needed when the restaurant is experiencing peak demand, which according to City Code is in the weekend evening block. There is sufficient capacity to handle this increase during that time period when compared to the original retail demand at that time (3.6 spaces) due to the decrease in office utilization.

Where there is no capacity to handle any additional demand is the weekday daytime block. This means that the difference between Eloise's weekday daytime demand and the original retail demand at the same time must be calculated and accounted for. This is the same calculation that was shown in the table above.

| Land Use | Peak Demand (100%) | Weekday Daytime Demand (7:00 a.m. – 6:00 p.m.) |
|---|---|---|
| Current Retail | 6 spaces | 5.4 spaces (90%) |
| Proposed Restaurant | 21 spaces | 14.7 spaces (70%) |
| **Difference** | | **9.3 space deficit (10 spaces)** |

Because City Code requires that partial spaces are rounded up, this means that the property experiences a 10-space deficit if Eloise is open on a weekday during the daytime. The joint use of parking CUP must be amended to increase the total spaces required for Broadway Place from 92 to 102. This amendment is contingent upon approval of the FILOP CUP Amendment, which allows for the overage to be accounted for through a one-time fee per parking space.

Additionally, Eloise will have an outdoor patio. The City does not count seasonal patios toward parking totals, so it is not included in this analysis. A Right of Way Encroachment Permit and Sidewalk Café Permit require City Council review and approval. Planning Commission review is not required for these permits.

Fee-in-Lieu of Parking (FILOP) CUP Amendment

The property is located in the C-4B zoning district. Within the C-4, C-4A, and C-4B districts, located along and near Lake Street, the City may approve uses which do not comply with the minimum number of parking spaces required if it can be demonstrated through a CUP process that the parking deficiency can be accommodated by City-owned parking facilities. Applicants seeking this CUP must prove that they have provided the maximum amount of parking on-site, pay a fee in accordance with the FILOP Policy, be evaluated for impact through the general CUP criteria, and demonstrate that their parking demand will be adequately accommodated by City-owned parking infrastructure. The funds received are used to construct, maintain, and/or acquire City-owned parking facilities. Staff is also considering future parking management solutions for existing spaces.

The applicant is seeking to account for 10 additional spaces through this CUP Amendment since they cannot provide parking on-site. Staff's role in this evaluation is to determine whether the proposal's parking demand can be sufficiently and practically absorbed by City-owned spaces. Proposals for FILOP do not lead to "reserved spaces" – for instance, developments that rely on the Mill Street Ramp do not have individual spaces signed for their use. However, it is necessary to determine whether nearby facilities can generally meet demand during peak times. The City's most recently completed parking study, from 2022, shows that there is sufficient capacity in four zones that are within 300 feet of the project (as required by City Code). The table below shows parking data from two times of the day and week that fall within the requested weekday/daytime block.

| Location | Time of Day | Occupancy (%) | Space Capacity |
|---|---|---|---|
| Zone 10 | Tuesday 2:00 p.m. | 70% | 148 |
| | Friday 12:00 p.m. | 84% | 77 |
| Zone 14 | Tuesday 2:00 p.m. | 78% | 16 |
| | Friday 12:00 p.m. | 85% | 11 |
| Zone 15 | Tuesday 2:00 p.m. | 79% | 8 |
| | Friday 12:00 p.m. | 95% | 2 |
| Zone 16 | Tuesday 2:00 p.m. | 67% | 116 |
| | Friday 12:00 p.m. | 74% | 91 |

*Map 4: Parking zones in the 2022 Parking Study.*

*Source: City of Wayzata*

There is sufficient capacity in zones within 300 feet of the proposed project (shown in red) to handle the increased demand during the weekday/daytime block, as of 2022. The two nearest parking ramps (Mill Street Ramp and Carisch Ramp) are approximately 90% and 84% occupied during peak times, respectively. The peak parking demand for the area typically occurs Tuesday afternoon, Thursday evening, and Friday afternoon. Updated 2024 parking data is being processed now and will be available in the fall.

<u>Department Comments</u>
Engineering:

- The proposed outdoor seating area is separately regulated through sidewalk café and encroachment permits.

**Standards of Planning Commission Review of Application Requests**
**Primary Questions to Consider:**

Conditional Use Permit Amendment – Joint Use of Parking

1. Are the off-street parking facilities proposed to absorb the additional parking demand located within 300 feet of the proposed use?

Conditional Use Permit Amendment – Fee-in-Lieu-of-Parking

2. Are the parking shortages created by the development premature or in excess of the supply which can be provided by the City through a public parking system on a long term basis?
3. Does the proposal satisfy the conditional use permit criteria? See below.
    a. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
    b. The proposed use's compatibility with present and future uses of the area.
    c. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
    d. The proposed use's effect on the area in which it is proposed.
    e. The proposed use's impact upon property values in the area in which it is developed.
    f. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
    g. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

**Action Steps**

After considering the items outlined in this report, holding the public hearing on the application, and discussing the requests of the Application, the Planning Commission should direct staff to prepare a draft *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the variance and conditional use permits requested in the application, for review and adoption at the next Planning Commission meeting.

**Attachments**

Applicant’s Narrative
Eloise Floor Plan
Excerpts from 2022 Downtown Wayzata Parking Study

**Applicable Code Provisions for Review**
Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval. Staff has highlighted in **bold** the criteria that may require additional discussion with the Planning Commission.

Conditional Use Permit – Off-Site Joint Use of Parking (§920.09)
Off-Site Joint Use of Parking. The City Council may, after receiving a report and recommendation from the Planning Commission, approve a conditional use permit for one or more uses to provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each use should they provide them separately. When considering a request for such conditional use permit, the Planning Commission shall not recommend that such permit be granted except when the following conditions are found to exist:
...
5. Office, Restaurant, Retail, Government, and Multiple Family Residential Uses. The minimum parking requirement for joint facilities that include office, restaurant, retail, government and/or multiple family residential uses are determined by the following calculation:

a) Multiply the minimum parking required for each individual use, by the appropriate percentage for each of the six designated time periods, as outlined in the following table:

| Land Use | Weekday | | | Weekend | | |
|---|---|---|---|---|---|---|
| | 12:00 Midnight —7.00 a.m. | 7.00 a.m.— 6.00 p.m. | 6.00 p.m.— 12:00 Midnight | 12:00 Midnight —7.00 a.m. | **7.00 a.m.— 6.00 p.m.** | 6.00 p.m.— 12:00 Midnight |
| Restaurant | 10% | 70% | 100% | 20% | **70%** | 100% |
| Retail | 0% | 90% | 60% | 0% | **100%** | 60% |
| Office | 5% | 100% | 5% | 0% | **10%** | 0% |
| Government | 0% | 100% | 40% | 0% | 40% | 25% |
| Multi-Family Residential | 100% | 60% | 100% | 100% | 75% | 100% |

b) Add the resulting sums for each of the six designated time periods.
**c) The minimum parking requirement shall be the highest sum among the six designated time periods.**

6. Additional Criteria for Joint Parking. In addition to the preceding requirements, the following conditions are required for joint parking usage:

a) Proximity. The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be **located within 300 feet of such parking facilities.**
b) Conflict in Hours. The applicant shall show that there is no **substantial conflict in the principal operating hours** of the two buildings or uses for which joint use of off-street parking facilities is proposed.
c) Written Consent and Agreement. A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities, duly approved as to title of grantors or lessors, and form and manner of execution by the City Attorney, shall be filed with the City Clerk and recorded with the Hennepin County Recorder or Registrar of titles, and a certified copy of the recorded document shall be filed with the City within 60 days after approval of the joint parking use by the City.

<u>Conditional Use Permit – Fee-in-Lieu-of-Parking (§920.12)</u>
Within the C-4, C-4A and C-4B Zoning Districts, the City may approve development and uses which do not comply with the required number of parking spaces as a conditional use permit, provided that:

4. A development agreement running with the land is completed in which it is agreed that the property in question is financially responsible for its proportionate share of the City sponsored and provided parking space construction, maintenance, and parking site acquisition for new on-street, lot and/or ramp parking. Said responsibility shall be determined on the basis of the property's parking space shortage based upon ordinance requirements, in relationship to the total parking space shortage, as defined by Chapter 920 for a defined service and benefit area. The "service and benefit area" shall include all properties which benefit from the available public parking serving a particular retail and commercial neighborhood or district.
5. **The amount of parking provided on the property in question is the maximum amount possible**, taking into account the use and design objectives of the C-4, C-4A and C-4B Districts as outlined by this Ordinance and the Comprehensive Plan.
6. The parking shortages created by the development are **not premature or in excess of the supply which can be provided by the City** through a public parking system on a long term basis.
7. The provisions of **Section 904.02.F** of this Ordinance are considered and satisfactorily met.

<u>Conditional Use Permit – General Standards (§904.02.F)</u>
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**.

Conditional Use Permit – Amendments (§904.05)

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.

Beltz Enterprises, LLC – FILOP CUP and Off-Site Joint Use of Parking CUP AMENDMENT REQUEST - ADDITIONAL NARRATIVE - 7/11/24

This request is generated by the addition of Lindsay Pohlad's new restaurant called "Eloise" that will be adjacent to "The Grocer's Table." It will be in the retail space formerly occupied by lululemon. Named after Lindsay Pohlad's grandmother mother-in-law, Eloise Pohlad, the new restaurant aims to capture the essence of timeless elegance and community spirit and will be a powerful addition to the retail/restaurant scene in Downtown Wayzata. Guests of "The Grocer's Table" often liken their experience to dining in the comfort of a friend's kitchen. With "Eloise," Lindsay endeavors to create a chic and intimate living-room ambiance, offering the Wayzata community a fresh and inviting culinary destination. "Eloise" will have eighty-five seats and focus on an evening menu of upscale dishes and handcrafted cocktails, served with attentive full-service hospitality.

As a result of this addition, Beltz Enterprises, LLC, ("Beltz") is requesting a Fee-In-Lieu of Parking CUP and the existing Off-Site Joint Use of Parking CUP Amendments as follows:

1. While the existing CUP allows for "restaurant" use after 6:00 PM weekdays and any time weekends, Beltz believes that it would be helpful for "Eloise" to be open before 6:00 PM on the weekdays, so that it may be competitive with other full-service restaurants in the area.

2. Beltz proposes amendments to the 2018 Fee-In-Lieu of Parking CUP for joint parking, 2019 development agreements and the existing Off-Site Joint Use of Parking CUP to provide a new FILOP for twenty-one additional parking spaces per the City's Joint Parking Facilities Policy to allow for "restaurant" use prior to 6:00 PM weekdays in this location. This proposed amendment is compatible with the present and future uses in the area.

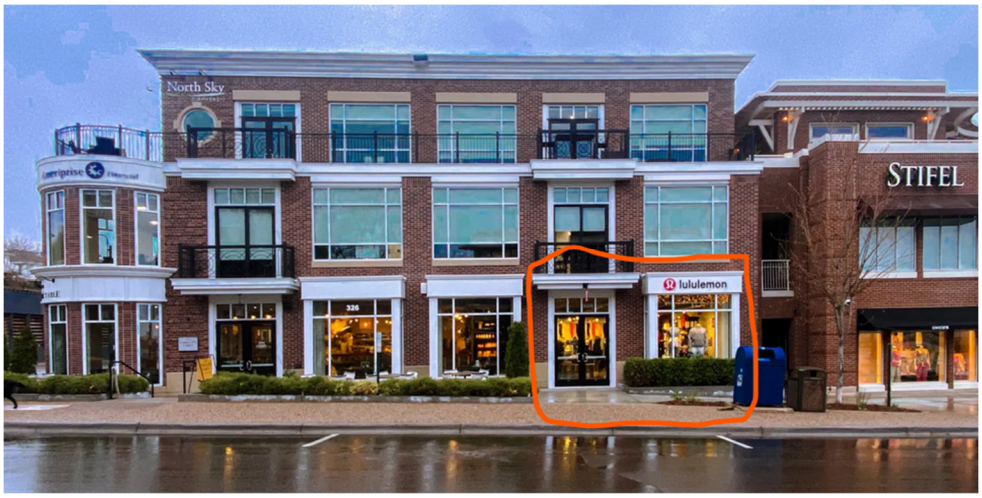
3. The proposed use conforms with all performance standards with respect to parking, loading, noise, etc.

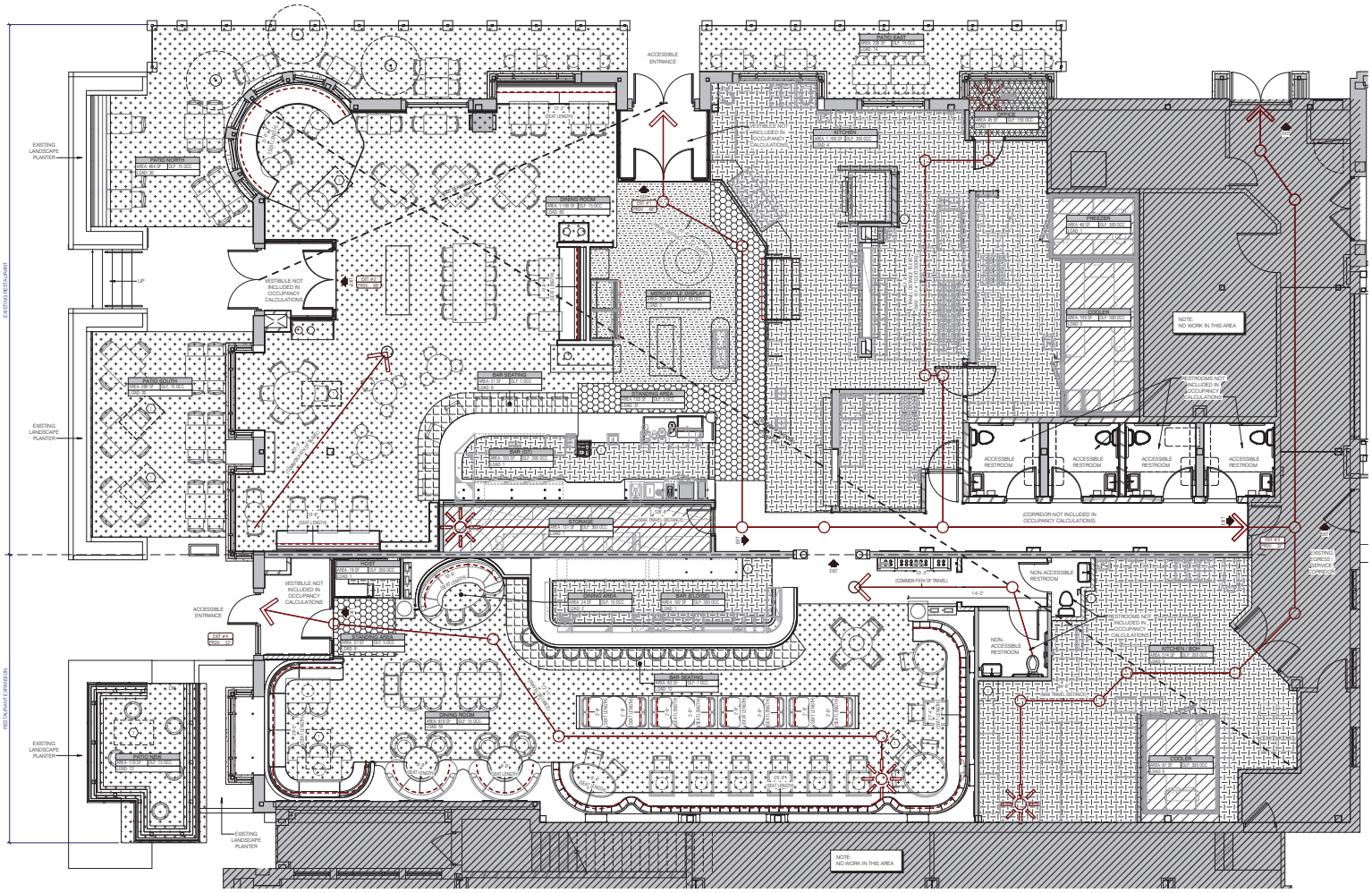
4. The proposed use will have a positive effect on overall retail and office use in the area by providing another excellent dining facility in the tradition of excellence at "The Grocer's Table."

5. The proposed use will have a positive effect upon property values for the same reasons indicated in paragraph 4 above.

6. The traffic generated for the proposed use is within the excess capabilities of the existing parking ramp and surrounding street parking.

7. Picture showing the location of "Eloise:"






1 LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"

## LIFE SAFETY GENERAL NOTES

1. ALL FIRE EXITS SHALL BE KEPT CLEAR AND ACCESSIBLE AT ALL TIMES.
2. FIRE AND SMOKE DETECTION SYSTEM TO REMAIN IN OPERATION DURING THE ENTIRE DURATION OF THE PROJECT INCLUDING ALL EMERGENCY LIGHTING, EXIT SIGNAGE AND STROBES. DO NOT REMOVE ANY BUILDING CLASS 'E' FIRE PROTECTION SIGNALS OR EQUIPMENT, UNLESS OTHERWISE NOTED.
3. ALL SLEEVES, OPENINGS, PENETRATIONS, ETC. FOR CONDUITS, CABLE TRAYS, PIPES AND DUCTS, ETC. THROUGH RATED PARTITIONS, ASSEMBLIES, FLOORS AND ROOF SLABS ARE TO BE FIRE STOPPED IN ACCORDANCE WITH THE REQUIRED FIRE RATED ASSEMBLY DESIGN, APPLICABLE CODES AND LOCAL FIRE AUTHORITY REQUIREMENTS.

## CODE DATA

**APPLICABLE CODES:**

THE FOLLOWING IS AN ANALYSIS AND SUMMARY OF THE APPLICABLE BUILDING CODES:

- MINNESOTA STATE BUILDING CODE (SBC) 2020 EDITION
- MINNESOTA PLUMBING CODE (SPC) 2020 EDITION
- INTERNATIONAL MECHANICAL CODE (IMC) 2020 EDITION
- INTERNATIONAL FUEL GAS CODE (IFGC) 2020 EDITION
- NATIONAL ELECTRIC CODE (NEC) 2020 EDITION
- MINNESOTA FIRE CODE 2020 EDITION
- MINNESOTA ACCESSIBILITY CODE 2020 EDITION
- COMMERCIAL ENERGY CODE 2020 EDITION

**OCCUPANCY / CONSTRUCTION TYPE:**

- OCCUPANCY TYPE: A2 - ASSEMBLY
- CONSTRUCTION TYPE: IIB - FULLY SPRINKLERED

**PROJECT AREA:** 2,694 SF (TENANT INTERIOR)

## REQUIRED EGRESS AND EXITING

| LEVEL NAME: FIRST FLOOR | OCCUPANCY TYPE: A-2 | REQD | PROV. |
|---|---|---|---|
| BUILDING EGRESS: (Per 1005.1) | | | |
| EGRESS WIDTH - 2/11 OCCUPANTS x (0.15 WITH SPRINKLER) | | 47" | 200" |
| EXIT CAPACITY: (Per 1006.1) | | 2 | 4 |
| MINIMUM NUMBER OF EXITS: | | | |
| EXIT SEPARATION DISTANCE: (Per 1007.1) | | | |
| MINIMUM DISTANCE (1/3 DIST. OF DIAGONAL DIST. WITH SPRINKLER (125-10)) | | 41-11' | 44-10' |
| TRAVEL DISTANCE MAXIMUM: (Per 1017.2) | | 250-0' | 131-4' |
| (WITH SPRINKLER) | | | |
| COMMON TRAVEL PATH MAXIMUM: (Per 1006.2.1) | | 75-0' | 23-3' |
| (WITH SPRINKLER) | | | |

## PLUMBING FIXTURE COUNT - INCLUDES EXISTING RESTAURANT & EXPANSION

| OCCUPANCY TYPE: ASSEMBLY - A2 | | | | | LEVEL: 1ST FLOOR | | |
|---|---|---|---|---|---|---|---|
| 2020 MINNESOTA STATE PC | OCCUPANCY RATIO: (193.5 Male (50%) / 193.5 Female (50%)) | | | | | | |
| | Water Closets (1/75) | | Lavatories (1/200) | | Bathtubs / Showers | Drinking Fountains | Service Sinks |
| | Male* | Female | Male | Female | | | |
| OCCUPANTS: 387 | 193.5 | 193.5 | 193.5 | 193.5 | --- | --- | --- |
| CODE REQUIREMENT | 1-175 | 1-175 | 1-200 | 1-200 | --- | 1-1,000 | 1 |
| REQUIRED FIXTURES: | 3 | 3 | 1 | 1 | --- | 1 | 1 |
| PROVIDED FIXTURES: | 3 | 3 | 3 | 3 | --- | 0 ** | 1 |

* URINALS CAN NOT BE MORE THAN 67% OF THE FIXTURES REQUIRED.

** DRINKING FOUNTAINS NOT REQUIRED, WATER TO BE SERVED. HILLOW DRINKING FOUNTAINS OR BOTTLED WATER SERVICE REQUIRED IF WATER IS NOT SERVED.

***6 SINGLE-USER RESTROOMS ARE PROVIDED. 4 OF THE 6 ARE FULLY ACCESSIBLE (67%).

## OCCUPANCY CALCULATIONS

| SPACE FUNCTION | AREA | OLF | OCC. LOAD |
|---|---|---|---|
| INTERIOR | | | |
| ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM | 376 SF | 300 | 2 |
| ASSEMBLY - CONCENTRATED: CHAIRS ONLY | 134 SF | 7 | 20 |
| ASSEMBLY - FIXED SEATING: BOOTHS AND BANQUETTE AREAS (24" PER PERSON) | 0 SF | 24 LI | 97 |
| ASSEMBLY - STANDING SPACE | 191 SF | 5 | 39 |
| ASSEMBLY - UNCONCENTRATED: DINING SEATING AREA (TABLES AND CHAIRS) | 2,041 SF | 15 | 137 |
| BUSINESS AREAS | 45 SF | 150 | 1 |
| COMMERCIAL KITCHEN | 1,907 SF | 200 | 10 |
| MERCANTILE - BASEMENT AND GRADE FLOORS | 283 SF | 60 | 5 |
| | 4,954 SF | | 311 |
| EXTERIOR | | | |
| ASSEMBLY - UNCONCENTRATED: DINING SEATING AREA (TABLES AND CHAIRS) | 1,130 SF | 15 | 76 |
| | 1,130 SF | | 76 |
| SUBTOTAL OCCUPANTS: | 6,083 SF | | 387 |

## FIXED SEATING

| | LENGTH | DIVIDER | OCCUPANTS |
|---|---|---|---|
| SEATING LENGTH: | 2-304" | 24" | 97 |

## ADA SEATING SCHEDULE: EXPANSION ONLY

*Per 1108.2.9.1 - Dining surfaces are used for these calculations*

| EXT/INT | COMMENTS | COUNT | ADA % | REQ. |
|---|---|---|---|---|
| | INTERIOR | 23 | 5% | 2 |
| | EXTERIOR | 5 | 5% | 1 |
| | | | TOTAL: | 3 |

NOTE: FOOD WILL NOT BE SERVED ON THE ELOISE PATIO. ONLY DRINKS WILL BE PROVIDED.

**PROVIDED**

(INTERIOR: 1)
(EXTERIOR: 2)

## CODE LEGEND

- EGRESS PATH LINE
- EXIT SEPARATION / EGRESS DISTANCE LINE
- EXIT / STAIR WIDTH AND LOAD
  - OCCUPANT LOAD
  - REQUIRED WIDTH
  - PROVIDED WIDTH
  - MAX OCCUPANT LOAD
- UNI-DIRECTIONAL EXIT INDICATOR / COUNTS
- BI-DIRECTION

## LIFE SAFETY KEY NOTES

(NOT ALL KEYNOTES MAY BE USED ON THIS SHEET)

| NO. | DESCRIPTION | REV. |
|---|---|---|
| 1 | ACCESSIBLE SEATING LOCATION. | |
| 2 | FIRE EXTINGUISHER LOCATION. COORDINATE FINAL LOCATIONS WITH FIRE MARSHALL. | |
| 3 | SERVICE SINK LOCATION. | |

## LIFE SAFETY LEGEND

- ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM
- ASSEMBLY - CONCENTRATED: CHAIRS ONLY
- ASSEMBLY - STANDING SPACE
- ASSEMBLY - UNCONCENTRATED: DINING SEATING AREA (TABLES AND CHAIRS)
- BUSINESS AREAS
- COMMERCIAL KITCHEN
- MERCANTILE - BASEMENT AND GRADE FLOORS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WAYZATA, MN 55391

client
LINDSAY POHLAD
WAYZATA, MN 55391

seal

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.

PRINTED NAME David A. Shea III
SIGNATURE
DATE ISSUED 2024-04-24
REG. NO. 12982

BID & PERMIT SET

| no. | date | issued for |
|---|---|---|

| project no. | issue date |
|---|---|
| 8875.00 | 2024-04-24 |
| drawn | checked |
| JNC | JS, SO, HS |

sheet title
LIFE SAFETY PLAN

G300

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SRF

**Parking Study Zones/Boundaries**

Downtown Wayzata Parking Study

City of Wayzata

**Figure 1**

02215274
October 2022

### Parking Utilization Survey

Parking utilization surveys were collected during the weeks of August 1 and August 8, 2022. Parking data was collected during several time periods to help identify the fluctuation in parking utilization within the lots. The time periods were based on previously collected peak periods completed as part of other Downtown Wayzata parking studies. The study time periods included:

- Tuesday, August 9, 2022 – 2:00 p.m.
- Wednesday, August 10, 2022 – 10:00 a.m.
- Thursday, August 4, 2022 – 6:00 p.m.
- Friday, August 5, 2022 – 12:00 p.m.
- Saturday, August 13, 2022 – 1:00 p.m.
- Saturday, August 13, 2022 – 6:00 p.m.
- Sunday, August 14, 2022 – 11:00 a.m.

Note that the parking data collection occurred on warmer, sunny days when both commercial and recreation activity was taking place. This was done to ensure that the data did not misrepresent the recreation peaking that often occurs near Lake Minnetonka. However, based on observations of the office land uses, there was expected to be a portion of those office related vehicles that are not present due to employees working from home or working hybrid as a result of COVID-19. Data was collected for all on-street areas within the study area and for off-street parking lots that were accessible. Private garages were not collected as part of this study.

Results of the parking utilization surveys are detailed within Table 3 for the highest peak periods. The full dataset is included within the Appendix. The data was collected within 37 zones, however, it should be noted that the areas of zones 1 though 9 have been combined into one (1) zone for purposes of this study. Zones 1 through 9 comprise the Promenade Area. Note, two (2) blocks with the Widsten Townhomes and Wayzata Place Condominiums were not counted as part of this study. As shown in Table 3, the **peak parking periods** are generally identified as the **weekday middays and evenings** with peak utilization approximately between 40 and 50 percent. These time periods are consistent with historical surveys and have traditionally been the peak parking periods, however, previous surveys also had indicated that Saturday midday and evening timeframes were also similarly utilized.

**Table 3. Parking Utilization Survey**

| Zone | Supply | Tuesday, 8/9 2:00 PM | | Thursday, 8/4 6:00 PM | | Friday, 8/5 12:00 PM | |
|---|---|---|---|---|---|---|---|
| | Total | Demand | Percent | Demand | Percent | Demand | Percent |
| 1-9 | 789 | 233 | 30% | 249 | 32% | 307 | 39% |
| 10 | 494 | 346 | 70% | 475 | 96% | 417 | 84% |
| 11 | 172 | 94 | 55% | 157 | 91% | 131 | 76% |
| 12 | 58 | 18 | 31% | 4 | 7% | 25 | 43% |
| 13 | 24 | 11 | 46% | 6 | 25% | 18 | 75% |
| 14 | 73 | 57 | 78% | 59 | 81% | 62 | 85% |
| 15 | 38 | 30 | 79% | 39 | 103% | 36 | 95% |
| 16 | 352 | 236 | 67% | 285 | 81% | 261 | 74% |
| 17 | 155 | 84 | 54% | 48 | 31% | 75 | 48% |
| 18 | 148 | 22 | 15% | 6 | 4% | 27 | 18% |
| 19 | 46 | 36 | 78% | 12 | 26% | 26 | 57% |
| 20 | 56 | 17 | 30% | 21 | 38% | 14 | 25% |
| 21 | 20 | 6 | 30% | 1 | 5% | 5 | 25% |
| 22 | 32 | 0 | 0% | 15 | 47% | 13 | 41% |
| 23 | 152 | 38 | 25% | 9 | 6% | 28 | 18% |
| 24 | 80 | 15 | 19% | 2 | 3% | 23 | 29% |
| 25 | 250 | 151 | 60% | 228 | 91% | 204 | 82% |
| 26 | 138 | 4 | 3% | 65 | 47% | 8 | 6% |
| 27 | 281 | 124 | 44% | 150 | 53% | 114 | 41% |
| 28 | 178 | 18 | 10% | 20 | 11% | 25 | 14% |
| 29 | 71 | 27 | 38% | 21 | 30% | 23 | 32% |
| 30 | 20 | 2 | 10% | 4 | 20% | 5 | 25% |
| 31 | 133 | 62 | 47% | 24 | 18% | 36 | 27% |
| 32 | 63 | 17 | 27% | 18 | 29% | 18 | 29% |
| 33 | 44 | 13 | 30% | 8 | 18% | 8 | 18% |
| 34 | 32 | 17 | 53% | 18 | 56% | 18 | 56% |
| 35 | 11 | 8 | 73% | 1 | 9% | 4 | 36% |
| 36 | 119 | 5 | 4% | 6 | 5% | 3 | 3% |
| 37 | 11 | 0 | 0% | 1 | 9% | 0 | 0% |
| Total Parking Demand | 4040 | 1691 | 42% | 1952 | 48% | 1934 | 48% |

Results from the parking surveys collected in summer 2022 indicated that the weekday midday timeframes were approximately five (5) to 10 percent higher utilized than Saturday. A parking utilization graphic, for the three (3) peak times of Tuesday afternoon, Thursday evening, and Friday afternoon are shown in Figures 2 to 4, respectively. The remaining parking utilization graphics are included in the Appendix for the other timeframes collected. A few other key observations during the peak weekday middays and evenings include:

- On-street parking along Lake Street between Superior Boulevard and Barry Street is generally near capacity, with minimal spaces available during the peak periods. During these peak survey periods, some restaurants are allowed to block two (2) to three (3) on-street parking spaces to operate a valet parking system, which further reduces supply within the highly utilized stretch of Lake Street.
- Zones 1-9 within the Promenade Center were 30 to 40 percent occupied during peak times.
- Zone 10, which includes the Municipal Liquor Operations and Mill Street parking ramp was 70 to 96 percent occupied during the peak times.
- The parking ramp (Carisch Ramp) between Broadway Avenue and Walker Avenue was 67 to 84 percent occupied during peak times. Note, this ramp recently became privately owned rather than public.
- The portion of Downtown west of Walker Avenue was generally 30 to 40 percent occupied during peak times whereas portion east of Walker Avenue was 50 to 60 percent occupied.
- Zone 25, which includes the Boatworks/6Smith building, was 60 to 91 percent utilized during the peak times.
    - The dedicated trail parking was approximately 50 percent occupied during these peak times. However, during the weekend, utilization was closer to 70 percent.
    - The permit parking areas were highly utilized during the weekend periods, but open during the weekday time periods. This is consistent with the expected recreation times of the docks and beach area.
- In general, office parking was lower than historical averages due to hybrid and work from home policies that appear to be becoming permanent throughout office work.
- There were some on-street parking closures in the western portion of Downtown as a result of construction efforts for proposed developments.

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**Parking Utilization - Tuesday 2:00 PM**

Downtown Wayzata Parking Study

City of Wayzata

**Figure 2**

02215894
October 2022

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## Parking Utilization - Thursday 6:00 PM

Downtown Wayzata Parking Study

City of Wayzata

**Figure 3**

02215894
October 2022

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**Parking Utilization - Friday 12:00 PM**

Downtown Wayzata Parking Study

City of Wayzata

**Figure 4**

02215894
October 2022

# CITY OF WAYZATA

## November 7, 2018

## FEE·IN·LIEU OF PARKING POLICY

### Background and Purpose

To address the need for additional parking and parking-related services, and make both on and off street parking improvements in the downtown area, the City is pursuing the construction of a municipal parking ramp at Mill Street (the "Mill Street Ramp"), the establishment of a new designated capital improvement plan for future downtown parking improvements ("Downtown District CIP"), and the establishment of a downtown parking and mobility district (the "Mobility District"), a special services district under Minn. Stat. Ch. 428A The City has also amended its parking ordinance to reduce the minimum amount of parking stalls required for uses in the downtown area to recognize (i) changes in parking demands associated with certain uses, (ii) differing parking demands for different days and hours, (iii) consolidated and shared parking opportunities, and to maximize the overall efficiency of available parking spaces.

The purpose of this policy is to provide greater flexibility to developers and property owners proposing projects in the downtown area that would further the City's goals for the area but not fully meet the City's minimum parking requirements, and thereby reduce the number of variance applications, encourage consolidated and shared parking, and promote a well-designed and efficient parking system downtown.

Paying a fee in lieu of parking under this policy would not sell spaces or grant exclusive rights to parking spaces in the Mill Street Ramp or other parking facilities in the Mobility District, but would allow uses on property in the Mobility District that would otherwise fail to meet the City's parking requirements.

### Criteria for Considering a Fee in Lieu of Parking

If warranted by the standards outlined in this policy, the City Council may, but shall not be required to, grant approval of a reduction in the number of parking spaces actually constructed at the time of site development or occupancy of a building under the following criteria:

A. Eligible Properties and Projects. Any new use on a property (a "Project") that cannot meet the applicable on-site minimum parking requirements of City Code may be permitted if: (1) a fee-in-lieu of parking is paid as specified in Section B of this policy; and (2) a conditional use permit is approved based upon the requirements of Section 801.04 of the City Code and the following additional criteria:

1. The Project is located within the "Mobility District" as established by City Council.

2. The City Council finds that the Project would enhance the accessibility, functionality, density and vitality of the Downtown Business District.

3. The parking impact of the Project does not exceed the available capacity of the City's parking facilities.

For purposes of this policy, "available capacity" shall be the number of parking spaces available for use by applicants for new fee-in-lieu of parking conditional use permits. This number shall be determined by the City Council based on an analysis of the use of the City's parking facilities. The City's "parking facilities" shall be the Mill Street Ramp and any other public parking facility in the Mobility District.

B. Fee. The amount of the fee-in-lieu of parking paid under this policy shall be established, and may be updated from time to time, by a resolution of the City Council, based on available public parking in the Mobility District, projections and/or calculations of the costs of constructing the parking facilities, improvements identified in the Downtown District CIP, and the value to applicants of satisfying the City's minimum parking requirements. The fee shall be paid in full as a one-time payment, prior to issuance of a building permit for the project, or upon the request of the applicant and the approval of Council, the fee may be paid over a period of time in the manner of an assessment, with a term of up to ten (10) years, and set to an interest rate equivalent to the Prime Interest Rate plus two (2) percent. The City Council shall approve any such payment over time at the time a conditional use permit is approved pursuant to this policy, and shall base any such approval on the following factors:

1. Amount of parking needed for the Project

2. Current Availability, or lack of availability, of public parking and/or the need to construct additional public parking for the Project

3. Availability, or lack of availability, of financing for the Project

4. Overall cost of the Project

C. Development Agreement. As a condition of approval of a conditional use permit issued pursuant to this policy, the applicant must enter into a development agreement with the City that includes an agreement to fully participate in and not contest the Mobility District and obligations thereof, and to pay the fee-in-lieu of parking. The development agreement shall be executed no later than the date on which a building permit for the Project is issued (or if no building permit is required, the date on which a certificate of occupancy is issued) and also include an agreement by the owner of the property for which the conditional use permit is issued authorizing the City to assess any unpaid fee-in-lieu of parking against the property as a special assessment and include a waiver of any right to object or appeal said assessment. The obligation to pay the fee-in-lieu of parking shall run with the property, and the development agreement shall be recorded against the property.

D. Expiration. A conditional use permit issued pursuant to this policy shall expire 12 months after being granted unless a development agreement (or amendment thereto) containing a fee-in-lieu of parking provision as described in subsection (C) above is executed by the permit holder.

E. Previous Obligations to Pay for Future Parking. Obligations in development agreements with the City, and conditions in previously granted land use approvals, that were agreed to or imposed prior to the adoption of this policy, that require a financial contribution to future City parking facilities to make up for parking shortfalls in Projects, may be satisfied upon (i) payment of the fee specified in Section B of this policy, and (ii) an amendment to the applicable development agreement as required by this policy.

# WAYZATA PLANNING COMMISSION
# MEETING MINUTES EXCERPT
# AUGUST 5, 2024

**AGENDA ITEM 5. Public Hearing Items**

**b) Consider Development Application for Amendments to Conditional Use Permits for Eloise Restaurant Parking at 332 Broadway Avenue South**

Assistant Planner, Valerie Quarles, reviewed the request for parking entitlement amendments for Eloise Restaurant, a new restaurant planned for the City this fall at 332 Broadway Avenue South. She reviewed the project location, zoning and land use, site history, and off-site joint use of parking. She explained that the proposal was to allow Eloise to open before 6:00 p.m. on weekdays, which means they would need to amend the existing CUPs for off-site joint use of parking and fee-in-lieu of parking.

At the conclusion of Assistant Planner Quarles' presentation, Chair Stockton asked if the Commission had any questions for staff.

Commissioner Severson asked for clarification surrounding the two different CUPs.

Assistant Planner Quarles explained that not all off-site joint use of parking arrangements are in public parking and many of them are in private parking lots, which do not require any fee-in-lieu of parking because it is private. She noted that the fee-in-lieu of parking kicks in because they are proposing to use additional public parking, so they have to pay for the impact on that parking.

Commissioner Severson asked if Grocer's Table and Eloise would be sharing their spaces.

Assistant Planner Quarles stated that she felt the best way to think about it is that Grocer's Table spaces were already taken care of under the existing CUP and so they are just entitling the extra spaces for Eloise.

Commissioner Severson asked where the two different CUPs were coming from.

Assistant Planner Quarles stated that the existing PUD has both CUPs, so they are existing entitlements and this action just changes the number of parking spaces in those CUPs.

Commissioner Schwalbe stated that she was a bit confused, and asked what Eloise was actually asking for and asked about the comment staff had made about them opening earlier, and asked what that had to do with the CUP.

Assistant Planner Quarles explained that the existing CUP has a number that essentially says that this is the most parking that this building requires, which is 92 spaces and it is during the day, on weekdays. She stated that the change here is that they are changing one of their retail spaces to a restaurant, which requires more parking during that time than a retail space would. She noted that

staff had done the math and figured out how much additional parking would be needed during that specific time which is what the CUP amendments are for.

Commissioner Schwalbe asked how much the fee-in-lieu of parking fee would be in this scenario.

Assistant Planner Quarles stated that with the 2024 numbers, it would be $100,000 total for the 10 spaces.

Commissioner Schwalbe stated that meant that they needed to pay $100,000 in order to open an hour early.

Community Development Director Goellner stated that conversation will primarily happen at the City Council level about how that payment is applied to the property. She stated that the Commission should focus on whether there is impact to the surrounding area and whether they find that there is sufficient parking capacity for the proposed use in this location.

City Attorney Schelzel stated that the Planning Commission's role is to make a recommendation to the City Council about these two requests to amend the existing CUPs. He explained that it was really being driven by the desire to change one of the existing uses, which requires more parking spaces.

Commissioner Cameron asked if he was understanding correctly that the parking spots go to the property itself, and not the actual lessor of the property, Eloise.

City Attorney Schelzel stated that was correct in one sense, and explained that these were not designated spaces, and they would essentially be getting an entitlement to be able to utilize parking in the public lot for the new use. He stated that it will run with the property but not necessarily this particular tenant, which is why it is a CUP tied to the property rather than something tied to the lease.

Commissioner Severson asked what would happen in 5 years, if the City tears down the parking ramp and the parking isn't available.

Community Development Director Goellner stated that the ramp was built in 2015, so she would not foresee any kind of demolition of the structure for many decades. She stated that there is a capital plan for the downtown improvement area, so there will be a plan for the end of life of the structure and noted that it would likely be rebuilt in the same location, but may add additional capacity.

Commissioner Severson asked if it would change the fact that the City had already entitled them to having parking outside of their building or property.

City Attorney Schelzel stated that he thinks the City's position in that situation would be that they could continue to operate the restaurant with those parking entitlements even if the City ramp went away temporarily. He noted that downtown parking is critical to the City, so this is something that would be addressed on a more global scale and if there was a major change to the ramp, the City

would be looking for other parking solutions, but the property owner would not have to shut down the restaurant.

Chair Stockton asked if the parking calculations were showing that they needed 10 more spots than Lululemon did.

Assistant Planner Quarles confirmed that they were saying that they needed 10 more spots than Lululemon, at that time.

Commissioner Severson noted that if Eloise wanted to open at 6:00 p.m., they wouldn't need to do this.

Assistant Planner Quarles stated that was correct.

There being no further questions for staff, Chair Stockton invited the applicant to address the Commission.

Applicant's representative, Jimmy Beltz, 430 Peavey Road, explained that they own Beltz Enterprises which owns 701 Lake Street and 332 Broadway Avenue S. He stated that staff had already laid out most of the details, and explained that this CUP amendment is primarily for the additional hour in order for the restaurant to be able to open at 5:00 p.m. He stated that they think Eloise will be a great addition to the downtown area, and noted that the addition of the ramp offered a huge improvement for the parking situation in the area because it added a lot of capacity.

There being no questions from the Commission for the applicant, Chair Stockton opened the public hearing on the application at 8:38 pm.

Community Development Director Goellner stated there were no people that called into the meeting that have asked to speak at the public hearing.

There being no one wishing to comment on the application, Chair Stockton closed the public hearing at 8:38 pm.

Chair Stockton asked for the Commission to share their feedback on the application.

Commissioner Elg stated that he felt this was consistent with the Comprehensive Plan and will also be an enhancement to the downtown. He noted that staff has illustrated that there is capacity for the extra spaces and will comply with the fee-in-lieu of parking policy, so he was in favor of recommending approval.

Commissioner Severson stated that she was happy to have more locally-owned restaurants, and also supports this action.

There being no further discussion, Chair Stockton asked for a motion on the application.

Commissioner Schwalbe made a motion, seconded by Commissioner Elg, to direct staff to prepare a draft Planning Commission Report and Recommendation with appropriate findings reflecting a recommendation of approval of the Amendments to Conditional Use Permits for Eloise Restaurant Parking at 332 Broadway Avenue South for review and adoption at the next Planning Commission meeting. The motion carried unanimously.

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 8.b |
| **TITLE:** Consider Adoption of Resolution 36-2024 for Approval of a Comprehensive Plan Amendment, Rezoning, Conditional Use Permit, Setback Variance, and Design Deviations and Approve the First Reading of Ordinance 840 Rezoning the Property to the "Institutional" for Moments of Wayzata at 163 Wayzata Boulevard West | |
| **PROPOSED MOTION:** To Approve Resolution 36-2024 for a Comprehensive Plan Amendment, Rezoning, Conditional Use Permit, Setback Variance and Design Deviations and the First Reading of Ordinance 840 Approving the Rezoning to "Institutional" for Moments of Wayzata at 163 Wayzata Blvd W | |
| **PREPARED BY:** Eric Zweber, Planning Consultant | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends adoption of Resolution 36-2024 and approval of the First Reading of Ordinance 840.

**FINANCIAL OR BUDGET CONSIDERATION:**
Standard development application and building permit fees were and will be required for this project.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Sustain Community Character & Safety*
The City strives to manage development in a thoughtful way and provide a full range of housing options.

**BACKGROUND:**
Jeff Schuler, on behalf of TMSC of Wayzata LLC, has submitted a development application requesting approval of a Comprehensive Plan Amendment, Zoning Map Amendment, Conditional Use Permit for an Elderly Care Facility, Variance to Side Yard Setback, and Design Deviations for the replacement of an existing building with a new memory care facility (called Moments of Wayzata) located at 163 Wayzata Blvd W.

At their August 5, 2024 meeting, the Planning Commission reviewed the requested application, conducted a public hearing and unanimously (5-0) voted to prepare a PC Report and Recommendation of approval. At their August 19, 2024 meeting, the Planning Commission unanimously (5-0) approved the PC Report and Recommendation, which is attached to the draft resolution.

The Comprehensive Plan Amendment requires 4 affirmation votes to pass while the other application requests require only a simple majority.

**ATTACHMENTS:**
1. 163 Wayzata Blvd - Draft Resolution 36-2024
2. 163 Wayzata Blvd - Draft Ordinance 840
3. 163 Wayzata Blvd - PC Staff Report
4. 163 Wayzata Blvd - August 5 PC Minutes
5. 163 Wayzata Blvd - ALTA
6. 163 Wayzata Blvd - Architectural and Civil Plans
7. 163 Wayzata Blvd - Landscape Renderings
8. 163 Wayzata Blvd - Lighting Plan
9. 163 Wayzata Blvd - Narrative
10. 163 Wayzata Blvd - Neighborhood Meeting Summary
11. 163 Wayzata Blvd - Moments Public Comments

# DRAFT RESOLUTION NO. 36-2024

## RESOLUTION OF APPROVAL OF COMP PLAN AMENDMENT, REZONING, CUP, SETBACK VARIANCE AND DESIGN DEVIAITIONS FOR ELDERLY CARE FACILITY (MOMENTS OF WAYZATA) AT 163 WAYZATA BOULEVARD WEST

**WHEREAS,** TMSC of Wayzata LLC ("Applicant" and "Property Owner") has submitted a development application requesting approval of a (i) Comprehensive Plan Amendment, (ii) Zoning Map Amendment, (iii) Conditional Use Permit, (iv) Variance to Side Yard Setback, and (v) Design Deviations for a new memory care facility (the "Project") on the property located at 163 Wayzata Boulevard West and legally described on Attachment A (the "Property"); and

**WHEREAS**, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application on August 5, 2024, and adopted a Report and Recommendation to the City Council to approve the Application on August 19, 2024, copy of which is attached to this Resolution as Attachment B (the "PC Report and Recommendation").

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

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

B. Based on the foregoing, the (i) Comp Plan Amendment, (ii) Zoning Map Amendment, (iii) CUP for Elderly Care Facility, (iv) Variance to Side Yard Setback, and (v) Design Deviations, as defined in the PC Report and Recommendation, are hereby **APPROVED**, subject to the following conditions:

1. The Applicant must secure all necessary building permits for construction of the Project, as well as all right of way and other permits for its operation, and follow all laws and regulations applicable to the Project, including building codes, land use regulations, and City Code and policies applicable to days and times of work, construction management, and use of the Property.

2. The Applicant must build and operate the Project in conformance, in all material respects, with the plans, narrative and other information depicted in the Application.

3. Stormwater Facilities, Grading, Drainage, and Erosion Plans for the Project must be submitted to the City for review and approved by

the City Engineer prior to the submission of building permit applications.

4. The Applicant must enter into a Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that incorporates the approvals and conditions of this Resolution, terms for public and private improvements, and the requirements of the Zoning Ordinance and this Resolution.

5. The Applicant must coordinate with Xcel Energy on the installation of the sidewalk on the north side of Wayzata Boulevard. Any costs associated with relocating or modifying the existing electrical infrastructure are the sole responsibility of the Applicant.

6. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 3rd day of September 2024.

_____
Johanna Mouton, Mayor

ATTEST:

_____
Jeffrey Dahl, City Manager

**ACTION ON THIS RESOLUTION:**

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 3, 2024.

_____
Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description of Property

Attachment B
PC Report and Recommendation

## Attachment A

Legal Description and Property Information

| Address | PID | Owner | Abstract or Torrens? |
|---|---|---|---|
| 163 Wayzata Blvd W<br>Wayzata, MN 55391 | 0111723110002 | TMSC of Wayzata, LLC | Both<br>Certificate No.<br>1520074 |
| Legal Description | | | |

Parcel 1:
That part of the West 150 feet of Lot 58, Auditor's Subdivision No. 184, Hennepin County, Minnesota, lying Southeasterly of the Southeasterly right of way line of State Highway No. 12 as shown by that certain Final Certificate filed June 8, 1973, as Document No. 1073214 in favor of the State of Minnesota.

Hennepin County, Minnesota
Torrens Property – Certificate of Title No. 1520074

Parcel 2:
That part of Lot 58, Auditor's Subdivision No. 184 described as follows:
Commencing at a point in the North line of Section 1, Township 117 North, Range 23 West, distant 840.00 feet West from the Northeast corner thereof; thence East 488.0 feet; thence Southerly 660.00 feet at an angle of 87 degrees 37 minutes to the right; thence Southwesterly 151.30 feet at an angle of 30 degrees 17 minutes to the right to a point in the Northerly line of Wayzata Boulevard (formerly U.S. Highway no. 12) as now laid out and travelled, distant 448.50 feet Northwesterly from its intersection with the East line of said Section 1; thence Northwesterly along said boulevard line to a point in a line running Southerly from the point of beginning at an angle of 89 degrees 35 minutes to the left from said North line of said Section 1; thence Northerly to the point of beginning. Except that part lying Northwesterly of the Southeasterly right-of-way line of S.T.H. No. 12 as shown by Document No. 4194553.

Hennepin County, Minnesota

DRAFT

**Attachment B**

PC Report and Recommendation

DRAFT

**WAYZATA PLANNING COMMISSION**

**August 19, 2024**

# REPORT AND RECOMMENDATION OF APPROVAL OF COMP PLAN AMENDMENT, REZONING, CUP, SETBACK VARIANCE AND DESIGN DEVIAITIONS FOR ELDERLY CARE FACILITY (MOMENTS OF WAYZATA) AT 163 WAYZATA BOULEVARD WEST

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## SUMMARY OF RECOMMENDATION

1. **Approval*** of Comprehensive Plan Amendment
2. **Approval*** of Zoning Ordinance Map Amendment/Rezoning
3. **Approval*** of CUP for Elderly Care Facility
4. **Approval*** of Variance to Side Yard Setback
5. **Approval*** of Design Standards Deviations

** with certain conditions listed at the end of this Report*

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## REPORT AND RECOMMENDATION

### Section 1. BACKGROUND

1.1 Project. TMSC of Wayzata LLC ("Applicant" and "Property Owner") has submitted a development application requesting approval of a (i) Comprehensive Plan Amendment, (ii) Zoning Map Amendment, (iii) Conditional Use Permit, (iv) Variance to Side Yard Setback, and (v) Design Deviations for a new memory care facility (the "Project") on the property located at 163 Wayzata Boulevard West (the "Property").

1.2 Application Requests. The Application includes the following approval requests:

A. Comprehensive Plan Amendment: A Comprehensive Plan Amendment to change the land use designation of the Property in the Comp Plan's 2040 Land Use Plan Map from High Density Residential to Institutional/Public (the "Comp Plan Amendment").

B. Zoning Map Amendment: A Zoning Ordinance amendment under Sec. 903.02.F to change the zoning of the Property from Planned Unit

Development (PUD) to the Institutional Zoning District (the "Zoning Map Amendment").

C. Conditional Use Permit: A Conditional Use Permit under Sec. 937.02.C to use the Property as an Elderly Care Facility in the Institutional zoning district (the "CUP for Elderly Care Facility").

D. Setback Variance: A Variance under Sec. 970.06.B.5 for a setback on the western side of the Property that is 20 feet less than the required side yard setback of 50 feet in the Institutional Zoning District, to a setback of 30 feet (the "Variance to Side Yard Setback").

E. Design Standard Deviations: The following deviations under Sec. 909.29 from the Design Standards of the Zoning Ordinance (collectively, the "Design Deviations"):

1. Parking Location (Sec. 909.05.D.2): A deviation for Large-Scale Sites to allow parking in front of the building.

2. Parking Location (Sec. 909.19.A): A deviation to allow parking in front of the building.

3. Massing Break (Sec. 909.07.A.1): A deviation for a massing break that does not extend through the entire depth of the building.

4. Unit Entries (Sec. 909.13.D.2): A deviation for no secondary exterior entry to ground-level units.

5. Screening of Sheet Roofing (Sec. 909.14.M.3): A deviation of 24 inches off the required parapet height of 36 inches to conceal sheet roofing materials, to a total proposed parapet height of 12 inches.

1.3 Property. The street address, property identification number and owner of the Property are:

| Address | PID | Owner |
|---|---|---|
| 163 Wayzata Blvd W | 01-117-23-11-0002 | TMSC of Wayzata LLC |

The legal description of the Property is attached to this Report as Attachment A.

1.4 Land Use. The Property falls within the following land use districts:

| | |
|---|---|
| Comp Plan Designation: | High Density Residential – 12 to 40 units/acre |
| Current Zoning: | PUD/Planned Unit Development (1993) |

| | |
|---|---|
| Previous Zoning: | R-2/Medium Density Single Family Residential |
| Overlay Districts: | None |
| Design District: | Bluff District |

1.5 Neighborhood Meeting; Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Wayzata Sun Sailor* on July 25, 2024. A copy of the notice was mailed to all property owners located with 500 feet of the Property on July 24, 2024. A neighborhood meeting was held to discuss the Application on June 27, 2024. The public hearing on the Application was held at the August 5, 2024 Planning Commission meeting.

**Section 2. STANDARDS**

2.1 Comprehensive Plan Amendment.

A. Amending the Comprehensive Plan. The Planning Commission may recommend to City Council amendments to City's Comprehensive Plan, and City Council may propose amendments to the Planning Commission for review. Before adopting an amendment, the Planning Commission must hold at least one public hearing on the proposed amendment. A proposed amendment may not be acted upon by the City Council until it has received the recommendation of the Planning Commission or until 60 days have elapsed from the date an amendment proposed by the City Council has been submitted to the Planning Commission for its recommendation. A resolution to amend the Comprehensive Plan must be approved by a two-thirds vote of all of the members of City Council. Minn. Stat. Sec. 462.355, subd. 2 and 3. Comprehensive Plan amendments must be submitted to the Metropolitan Council for review of their compatibility and conformity with the Met Council's regional system plans. Minn. Stat. Ch. 473.

B. Comprehensive Plan Goals and Policies. The Comprehensive Plan has general and specific statements related to neighborhoods, residential, commercial, and institutional land uses in the City. A listing of the vision, principles, and goals of the City's 2040 Comprehensive Plan that are relevant to the Comp Plan Amendment requested include:

1. The objective of the Institutional/Public land use category is to maintain all institutional facilities in a manner that efficiently serves all residents of the community, from both a cost and access perspective (Comprehensive Plan p. 3-8).

2. Development in this district is guided to a maximum Floor Area Ratio (FAR) of 1.0, when all other dimensional standards of the appropriate zoning district can be met (Comprehensive Plan p. 3-14).

3. The comprehensive plan identifies multiple key drivers shaping the future of Wayzata including providing infrastructure for an aging demographic, an increasing quantity of aging population, and loss of younger population/generation (Comprehensive Plan p. 1-4).

4. Having a multi-generational community is identified as a quality of the preferred future of Wayzata. A multi-generational community necessarily implies diverse housing, transportation availability, and safe walkable and bikeable environments (Comprehensive Plan p. 1-7).

5. One housing goal identified in the comprehensive plan is to develop city programs and policies which encourage and require high quality design and maintenance of all housing units within the community (Comprehensive Plan p. 4-9).

6. An associated policy is to provide a range of housing options throughout the community that welcome a range of individuals, including senior housing and life cycle housing options (Comprehensive Plan p. 4-9).

2.2 Zoning Ordinance Amendment. City Council has the discretion and authority under state law and City Code to amend the City's Zoning Ordinance (Text or Zoning Map). In considering a proposed amendment to the Zoning Ordinance under Sec. 903.02.F of the Zoning Ordinance, the Planning Commission and City Council must consider the possible adverse effects of the proposed amendment. Their judgment shall be based upon (but not limited to) the following factors:

A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.

B. The proposed use's conformity with present and future land uses of the area.

C. The proposed use's conformity with all performance standards contained in the Zoning Ordinance (i.e., parking, loading, noise, etc.).

D. The proposed use's effect on the area in which it is proposed.

E. The proposed use's impact upon property value in the area in which it is proposed.

F. Traffic generation by the proposed use in relation to capabilities of streets serving the property.

G. The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

2.3 Conditional Use Permit for Elderly Care Facility. Hospitals, residential care facilities, extended care facilities, rest homes and other elderly care facilities are conditional uses in the Institutional District. Sec. 937.02.C. The general standard for conditional use permits (CUPs) under Section 904.02.F is that the Planning Commission and City Council consider the possible adverse effects of a proposed conditional use. Their judgment is to 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.

In addition to the general CUP standard above, the following specific standards apply to Conditional Use Permits for Elderly Care Facilities:

1. Interior side yards are screened.

2. Only the rear yard is used for play or recreational areas. Said area must be fenced and controlled and screened in compliance with Chapter 918 of the Zoning Ordinance.

3. The site is served by an arterial or collector street of sufficient capacity to accommodate traffic which will be generated.

4. All signing and informational or visual communication devices are in compliance with Chapter 927 of the Zoning Ordinance.

2.4 Variance to Side Yard Setback. Section 905.01.C provides the criteria for reviewing a variance from the standards of the Zoning Ordinance. These criteria are:

A. Variances shall only be permitted when they are:

(i) in harmony with the general purposes and intent of the Zoning Ordinance; and
(ii) consistent with the Comprehensive Plan.

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

C. "Practical difficulties," as used in connection with the granting of a variance, means that:
(i) the property owner's proposal for the property is reasonable but not permitted by Zoning Ordinance;
(ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
(iii) the variance, if granted, will not alter the essential character of the locality.

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

E. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with this Ordinance.

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

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

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

2.5 Design Standards Deviations. Significant deviations from the Design Standards may be permitted under Section 909.29 (with the exception of Sec. 909.10 of the Design Standards) if City Council (after considering the Planning Commission's recommendation) makes a finding that the negative impact of such deviation is outweighed by one or more of the following factors:

A. The extent to which the project advances specific policies and provisions of the City's Comprehensive Plan.

B. The extent to which the deviation permits greater conformity with other Standards, policies behind the Standards, or with other Zoning Ordinance standards.

C. The positive effect of the project on the area in which the project is proposed.

D. The alleviation of an undue burden, taking into account current leasing, housing and commercial conditions.

E. The accommodation of future possible uses contemplated by the Design Standards, the Zoning Ordinance or the Comprehensive Plan.

F. A national, state or local historic designation.

G. The project is the remodeling of an existing building which largely otherwise conforms to the Design Standards.

**Section 3. FINDINGS**

Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the public hearing, and the standards of the Wayzata Zoning Ordinance, and Comprehensive Plan, the Planning Commission of the City of Wayzata makes the following findings of fact:

3.1 Comprehensive Plan Amendment.

A. With respect to the vision, principles, and goals of the City's 2040 Comprehensive Plan that are relevant to the Comp Plan Amendment, the Planning Commission finds as follows:

1. The Comp Plan Amendment and the Project proposed would further the Comprehensive Plan goal of providing additional facilities for an aging demographic.

2. The Comp Plan Amendment and the Project proposed would further the Comprehensive Plan goal of creating more of a multi-generational community by adding diverse housing.

3. The Comp Plan Amendment and the Project proposed would further the Comprehensive Plan goal of programs and policies which encourage and require high quality design and maintenance of all housing units within the community.

4. The Comp Plan Amendment and the Project proposed would further the Comprehensive Plan policy to provide a range of housing options throughout the community that welcome a range of individuals, including senior housing and life cycle housing options.

3.2 Zoning Map Amendment. The Planning Commission has considered all of the factors of Sec. 903.02.F of the Zoning Ordinance and finds that the Zoning Map Amendment would not have any adverse effects that would not be appropriately managed or outweighed by the overall positive effects of the Project as noted elsewhere in this Report. The Zoning Map Amendment meets the applicable standards in that:

A. The Zoning Map Amendment does not contravene any policies and provisions of the official City Comprehensive Plan, and would instead better implement them as noted elsewhere in this Report. The Zoning Map Amendment would bring the zoning of the Property into compliance with the proposed Comp Plan Amendment.

B. The Zoning Map Amendment would conform with the present and future land uses within the City.

C. The Zoning Map Amendment would conform with all performance standards contained in the Zoning Ordinance, except those for which variances and deviations have been requested and/or granted in other approvals for the Project.

D. The Zoning Map Amendment would not have a negative effect on any areas of the City, and instead enhance and reactivate the Property and improve the conditions of the Property which are no longer compliant with state standards for an elderly care facility.

E. The Zoning Map Amendment would not have any known negative effect on property values in the City.

F. Traffic generation by the institutional use associated with the Project would be manageable in relation to capabilities of streets serving the Property.

G. The Zoning Map Amendment would not negatively impact existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

3.3 Conditional Use Permit for Elderly Care Facility. The provisions of 904.02.F of the Zoning Ordinance have been considered and are satisfactorily met.

A. General CUP Criteria.

1. The Project and associated use is compatible with the specific policies and provisions of the official City Comprehensive Plan, as amended under the Application.

2. The Project and associated use is compatible with present and future uses of the area, which include other institutional and residential uses adjacent to minor and major arterial roadways.

3. The Project and associated use conforms with all performance standards contained in the Zoning Ordinance, except those for which variances and deviations have been requested and/or granted in other approvals for the Project.

4. The Project and associated use will not have a negative effect upon the surrounding area.

5. The Project and associated use is not likely to have a negative impact upon surrounding property values.

6. The Project and associated use will not increase traffic above capacity.

7. The Project and associated use will not negatively impact existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

B. Elderly Care Facilities. In addition to the above, the Commission makes the following additional findings with respect to the CUP for Elderly Care Facility:

1. Interior side yards of the Project will be screened.

2. Only the rear yard will be used for play or recreational areas. Said area will be fenced and controlled and screened in compliance with Chapter 918 of the Zoning Ordinance.

3. The site is served by an arterial or collector street of sufficient capacity to accommodate traffic which will be generated.

4. All signing and informational or visual communication devices will be in compliance with Chapter 927 of the Zoning Ordinance.

3.4 Variance to Side Yard Setback. The Variance to Side Yard Setback requested in the Application meets all of the standards for granting a variance under the Zoning Ordinance based on the following findings:

A. The Variance to Side Yard Setback is in harmony with the general purposes and intent of the Zoning Ordinance in terms of proposed institutional use, design and construction; and is consistent with the Comprehensive Plan and Comp Plan Amendment as noted elsewhere in this Report.

B. The Applicant has established that there are practical difficulties in complying with all the applicable setback standards, in that:

1. The Applicant's proposal for the Property is reasonable in that it is consistent with the Comp Plan and most recent use, but the optimal design for an Elderly Care Facility for memory care would require certain standards not permitted in the Zoning District;

2. The plight of the Applicant is due to circumstances unique to the Property and not created by the Applicant, in that Applicant seeks to use the location and topography and shape of the site in a way that is consistent with and in furtherance of the Comp Plan, as noted elsewhere in this Report; and

3. The Variance to Side Yard Setback, if granted, will not alter the essential character of the locality in that the uses and buildings would be substantially similar current uses, and the appearance of the side yard affected would be improved over current conditions.

C. Economic considerations alone do not constitute the practical difficulties in this case, but rather the topography and features of the site, and the nature of the memory care facility design of the Project.

D. The Variance to Side Yard Setback is not a use variance.

E. The Application submitted by the Applicant set forth reasons that the Variance to Side Yard Setback is justified under the criteria of the Zoning Ordinance in order to make reasonable use of the land and buildings.

3.5 Design Deviations. The Commission finds that there would be little, if any, negative impacts of the Design Deviations, in that the proposed overall design of the Project is well-considered and high quality, and the requested Deviations are reasonable in light of the overall design for a memory care facility in the larger neighborhood setting. To the extent there are any negative impacts of the Deviations, those impacts are outweighed by one or more of the following factors:

A. The extent to which the Project advances specific policies and provisions of the City's Comprehensive Plan, as noted elsewhere in this Report.

B. The extent to which the Design Deviations would alleviate of an undue burden, taking into account the necessary design and security considerations for a memory care facility.

C. The positive effect of the Project on the area in which the Project is proposed.

## Section 4. RECOMMENDATION

4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **APPROVAL** of the (i) Comp Plan

Amendment, (ii) Zoning Map Amendment, (iii) CUP for Elderly Care Facility, (iv) Variance to Side Yard Setback, and (v) Design Deviations, subject to the following conditions:

A. The Applicant must secure all necessary building permits for construction of the Project, as well as all right of way and other permits for its operation, and follow all laws and regulations applicable to the Project, including building codes, land use regulations, and City Code and policies applicable to days and times of work, construction management, and use of the Property.

B. The Applicant must build and complete the Project in conformance, in all material respects, with the plans, narrative and other information depicted in the Application.

C. Stormwater Facilities, Grading, Drainage, and Erosion Plans for the Project the must be approved by the City Engineer prior to the submission of building permits and submitted to the City for review.

D. The Applicant must enter into a Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that incorporates the approvals and conditions of this Resolution, terms for public and private improvements, and the requirements of the Zoning Ordinance and this Resolution.

E. The Applicant must coordinate with Xcel Energy on the installation of the sidewalk on the north side of Wayzata Boulevard. Any costs associated with relocating or modifying the existing electrical infrastructure is the sole responsibility of the Applicant.

F. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 19th day of August 2024.

Attachments:
Attachment A: Legal Description of Property

## Attachment A
Information and Legal Description of Property

| Address | PID | Owner | Abstract or Torrens? |
|---|---|---|---|
| 163 Wayzata Blvd W<br>Wayzata, MN 55391 | 0111723110002 | TMSC of Wayzata, LLC | Both<br>Certificate No.<br>1520074 |
| Legal Description | | | |

Parcel 1:
That part of the West 150 feet of Lot 58, Auditor's Subdivision No. 184, Hennepin County, Minnesota, lying Southeasterly of the Southeasterly right of way line of State Highway No. 12 as shown by that certain Final Certificate filed June 8, 1973, as Document No. 1073214 in favor of the State of Minnesota.

Hennepin County, Minnesota
Torrens Property – Certificate of Title No. 1520074

Parcel 2:
That part of Lot 58, Auditor's Subdivision No. 184 described as follows:
Commencing at a point in the North line of Section 1, Township 117 North, Range 23 West, distant 840.00 feet West from the Northeast corner thereof; thence East 488.0 feet; thence Southerly 660.00 feet at an angle of 87 degrees 37 minutes to the right; thence Southwesterly 151.30 feet at an angle of 30 degrees 17 minutes to the right to a point in the Northerly line of Wayzata Boulevard (formerly U.S. Highway no. 12) as now laid out and travelled, distant 448.50 feet Northwesterly from its intersection with the East line of said Section 1; thence Northwesterly along said boulevard line to a point in a line running Southerly from the point of beginning at an angle of 89 degrees 35 minutes to the left from said North line of said Section 1; thence Northerly to the point of beginning. Except that part lying Northwesterly of the Southeasterly right-of-way line of S.T.H. No. 12 as shown by Document No. 4194553.

Hennepin County, Minnesota

**CITY OF WAYZATA**

**HENNEPIN COUNTY, MINNESOTA**

**DRAFT ORDINANCE NO. 840**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REZONE PROPERTY AT 163 WAYZATA BOULEVARD WEST**

**THE CITY OF WAYZATA ORDAINS:**

**Section 1. Zoning Map Amendment**

1.1. Rezoning. Based upon City Council Resolution 36-2024 (the "Resolution"), the Official Zoning Map of the City of Wayzata is hereby amended to change the Zoning District designation of the Property, as defined in the Resolution, from PUD Planned Unit Development District to INS Institutional District.

**Section 2. Effective Date**

2.1 This Ordinance will become effective upon passage and publication.

Adopted by the City Council this ____ day of _____ 2024.

_____
Johanna Mouton
Mayor

ATTEST:

_____
Jeffrey Dahl
City Manager

First Reading:
Second Reading:
Publication:

DRAFT

**Staff Report**
**Wayzata Planning Commission**
**August 5, 2024**

| | |
|---|---|
| **Project Name:** | Moments of Wayzata |
| **Address:** | 163 Wayzata Blvd W |
| **Application Requests:** | Comprehensive Plan Amendment |
| | Zoning Map Amendment |
| | Conditional Use Permit |
| | Variance to Side Yard Setback |
| | Design Deviations (5) |
| **Applicant:** | Jeff Schuler, on behalf of TMSC of Wayzata LLC |
| **Report Prepared by:** | Emily Goellner, Community Development Director |
| | Eric Zweber, Consulting Planner |
| **"60 Day" Deadline:** | August 13, 2024 |
| **"120 Day" Extension:** | October 12, 2024 |

## Development Application

Introduction

Jeff Schuler, on behalf of TMSC of Wayzata LLC, has submitted a development application requesting approval of a Comprehensive Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Variance to side yard setback, and Design Deviations for the replacement of an existing building with a new memory care facility for the property located at 163 Wayzata Blvd W. The current application includes necessary zoning requests to construct and operate an elderly care facility in a new building on the property.

The site was previously operated as Meridian Manor, a senior care alternative facility which had a PUD and development agreement approved in 1993. Meridian Manor included 75 residential units. Moments of Wayzata is requesting to include 80 residential units. Moments of Wayzata will provide typical resident support services such as food service, medication management, social activities, Alzheimer and dementia patient

services along with in-house physical therapy by outside service providers, in-house laundry, and nursing care stations. Offices on the lower level would support administrative and activities staff for the facility. Large communal areas are provided on each floor for recreation and social activities with residents and visitors. Secure outdoor recreation opportunities are provided in a portion of the rear yard.

Property Information

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

| Address | PID | Owner |
|---|---|---|
| 163 Wayzata Blvd W | 01-117-23-11-0002 | TMSC of Wayzata LLC |

The current zoning and land use designation for the property is as follows:

| Address: | 163 Wayzata Blvd W |
|---|---|
| Current Zoning: | PUD/Planned Unit Development (1993) |
| Previous Zoning: | R-2/Medium Density Single Family Residential |
| 2040 Comp Plan Designation: | High Density Residential – 12 to 40 units/acre |
| Overlay Districts: | None |
| Design District: | Bluff District |

Project Location

The property is located just north of Wayzata Blvd W in between Ferndale Rd N and Highway 12. The property is also north of Babcock Ln W which is a frontage road along Wayzata Blvd W.

Map 1: Project Location

*Source: Hennepin County*

Application Requests
The applicant is requesting approval of the following items in the application:

A. Comprehensive Plan Amendment: The applicant requests a comprehensive plan amendment from High Density Residential to Institutional/Public to allow for the proposed Elderly Care Facility use.

B. Zoning Map Amendment (§903): The applicant requests a rezoning from Planned Unit Development (PUD) to the Institutional zoning district for the proposed Elderly Care Facility, which is only permitted with a conditional use permit in the Institutional zoning district.

C. Conditional Use Permit (§904): The applicant requests a Conditional Use Permit to use the property as an Elderly Care Facility in the Institutional zoning district.

D. Variance to Side Yard Setback (§970.06.B.5): The applicant is requesting a variance of 20 feet off the required side yard setback of 50 feet in the Institutional zoning district to a proposed setback of 30 feet on the western side of the site.

E. Design Standard Deviations (§909): The Applicant is requesting the following deviations from the Design Standards of the Zoning Ordinance:

1. Parking Location (§909.05.D.2): A deviation for Large-Scale Sites to allow parking in front of the building.

2. Parking Location (§909.19.A): A deviation to allow parking in front of the building.

3. Massing Break (§909.07.A.1): A deviation for a massing break that does not extend through the entire depth of the building.

4. Unit Entries (§909.13.D.2): A deviation for no secondary exterior entry to ground-level units.

5. Screening of Sheet Roofing (§909.14.M.3): A deviation of 24 inches off the required parapet height of 36 inches to conceal sheet roofing materials to a total proposed parapet height of 12 inches.

Public Hearing Notice
Notice of the public hearing on the Application was published in the Sun Sailor on April 25, 2024. The public hearing notice was also mailed to all property owners located within 500 feet of the subject property on April 24, 2024.

Neighborhood Meeting
A neighborhood meeting was held to discuss the revisions of the current submittal on June 27, 2024. About 8 community members were in attendance and the following primary concerns were discussed:

1. Positive feedback on the revised colors
2. The additional trees and screening along Wayzata Boulevard
3. Building recesses and other façade improvements
4. Sunroom reduction
5. General changes to address concerns raised at public hearing

The applicant has provided a summary of the full discussion points and questions raised which is provided as a part of the packet.

Comments from the Public
As of July 31, no public comments have been received.

Background Information
The property was originally developed as Meridian Manor, a senior care alternative facility in 1994. A development contract for an approved Planned Unit Development Rezoning and Development Project was entered into on August 17, 1993. The property was purchased by TMSC of Wayzata LLC in May 2021, and is proposed to remain as a senior living and memory care facility with supportive amenities under the current application.

In 1993, the City granted approval of a planned unit development (PUD) for the property to allow for the requested use of the property. The PUD included various agreements including:

- Permitted use for a senior care alternative facility
- Reduced floor area to a minimum of 520 square feet for double occupancy rooms
- 52 off-street street parking spaces
- 75 units to serve up to 90 residents
- Various other conditions

Meridian Manor closed in April 2021 due to COVID-19 concerns for its residents and staff. This property was listed for sale after Meridian Manor's closure.

In May 2021, the new property owner and applicant submitted an application for a Planned Unit Development Amendment and Design Deviations. The use was proposed to continue as a senior living and memory care facility with supportive amenities. The proposal also incorporated an adult daycare for up to 20 guests per day in order to provide a respite for caregivers, while helping those with changing physical cognitive abilities. The 13,313 square foot building addition to the west of the existing building would have been used for both daycare and office use. The neighbors signed and submitted a petition against the daycare and corporate office uses and the applicant removed that 13,313 square foot addition from their plans. The September 2021 proposal without the 13,313 square foot daycare and office uses was approved by the City Council. However, health

department regulations do not allow for use of the existing building as a memory care facility.

In February 2024, TMSC of Wayzata, LLC submitted an application to replace the existing structure with a new building. The former building is proposed to be replaced with a building consistent with modern approaches to memory care. The new building area is proposed to be 90,976 square feet and provide 80 residential units along with community spaces. The residential units are dedicated to memory care and high acuity assisted living, but the community will not offer independent living or skilled nursing residential services. The design is based around large communal areas with a single corridor on each floor to increase navigability for residents with dementia and other memory impairments.

Staff and the applicant discussed and considered if either amending the existing PUD zoning or request a rezoning to a new PUD zoning would be a more appropriate approval process than rezoning to Institutional. Staff did not support modifying the existing PUD because it was specific to the Meridian Manor building and the applicant is proposing to demolish the existing building. Regarding a new rezoning to PUD, staff and the applicant reviewed the PUD encouragement of publicly available open space and requirements to look back to the zoning before the PUD (in this case R-2). The applicant determined that these two elements are not conducive to the needs of a secure memory care facility.

At the April 22, 2024 Planning Commission meeting, following the public hearing, the Planning Commission voted to prepare draft Planning Commission Report and Recommendation to recommend approval for Comprehensive Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Variance to the West Side Yard Setback, and Design Deviations for parking location, massing break, unit entries, and screening of sheet roofing; and a recommendation of denial for the design deviation for building recesses. Following that recommendation, the applicant has chosen to withdraw the application.

In June 2024, TMSC of Wayzata, LLC submitted an application that is similar to the February 2024 application with the same number of units and an increase in building size to 91,264 square feet (increase of 288 square feet). The major changes from February 2024 application include:

- Change in the color of exterior materials to a color pattern similar to the Folkstone development
- Inclusion of more hip and gable roofs
- Seven (7) building recesses within the front façade, eliminating the request for a Design Standard Deviation for building recesses
- An additional door in the front façade to provide egress from the internal stairway
- Reduce the depth of the second-floor sunroom by 17 feet
- Installation of a two (2) foot high berm vegetated with arborvitae along the Wayzata Boulevard frontage to help shield headlights from the parking lot

The zoning requests for the June 2024 application are the same except that there is no longer the need for a building recess design guideline deviation request.

**Summary and Analysis of Application**

Proposed Plans and Improvements
The proposed building is a two-story walkout style building, with a ground level building footprint of 32,295 square feet. The proposed building would replace an existing multistory senior living facility with a building footprint of 25,068 square feet. The existing building has been unoccupied since 2021.The lot is 4.091 acres (178,193 square feet) in size.

The proposed building consists of a basement walkout level and two above-ground stories. The proposed building would house 80 residential units consisting of a bathroom and bedroom/living area. Each level of the building would have a dining room where in-house chefs prepare and serve food for each meal. Activity-oriented amenity space is included throughout the building, including a reduced size sunroom on the second floor. Each floor would have a centrally located office for nursing staff to monitor and care for residents. The building is intentionally designed in a straight corridor, to avoid the need for navigation around corners. This design is intended to reduce orientation and navigation issues for residents with dementia or other memory issues.

Comprehensive Plan
The proposed Elderly Care Facility use is considered an institutional use. As such, the applicant requests a comprehensive plan amendment from High Density Residential to Institutional to allow for the proposed use. The Institutional category allows for buildings that typically provide a community service. Development within the Institutional district is guided to a maximum Floor Area Ratio (FAR) of 1.0, when all other dimensional standards of the appropriate zoning district can be met.

Prior to the adoption of extensive Zoning Ordinance Amendments in 2022, the definition of “Hospitals and residential care facilities” included “extended care facilities for mentally retarded, rest homes and care for the aged, ill and infirmed”. Many of those terms are outdated compared to the existing regulations set forth by the Minnesota Department of Health for senior housing with services. This appears to be at least one reason why the Meridian Manor assist living facility chose to pursue a rezoning to a PUD rather that request rezoning to Institutional.

The proposed building has a gross floor area of 91,264 SF and the site area is 178,193 SF. The FAR is 0.51, well below the maximum allowed on properties guided as institutional.

Zoning
The property is currently zoned as PUD/Planned Unit Development. The applicant has requested re-zoning to the Institutional zoning district. The following table outlines the zoning standards for the existing PUD, Institutional district, and the proposed plan.

| | Existing PUD | Institutional Zoning District | Proposed Plan |
|---|---|---|---|
| **Height** (max.) | 35 feet, 3 stories* | 40 feet, 3 stories | 39’ 11”, 2 stories |
| **Impervious Surface** (max.) | 42.3% | N/A | 49.1% |
| **Property Line Setbacks** (min.) | Front: 106.5 feet +<br>Side (west): ~105 feet<br>Side (east): 40.1 feet<br>Rear: ~190 feet | Front: 50 feet<br>Side: 50 feet<br>Rear: 50 feet | Front: 85 feet<br>Side (west): 30 feet**<br>Side (east): 50 feet<br>Rear: 50 feet + |
| **Lot Area** (min.) | 178,193 sq. ft. | N/A | 178,193 sq. ft. |
| **Residential Density** | 18.43 units/acre | N/A | 19.66 units/acre |
| **Units** | 75 units | N/A | 80 units |

* 45 feet from south elevation sidewalk to roof peak
**Variance requested for the west side yard setback

Site Plan

The existing building, garage, and sidewalks on site are proposed to be removed along with a portion of the existing parking lot. The new principal building is proposed to be located in the south-central portion of the property, with parking to the south and northwest of the building. Outdoor recreational space is provided to the northeast of the building. An accessory building is proposed in the central rear yard for storage and recreational purposes.

In addition to the new building on site, a fully enclosed trash area is proposed in the rear yard, adjacent to the rear parking lot. Two transformer/generator pads are proposed to be located in the rear yard. Two HVAC pads are proposed on the south and southeast corners of the building, respectively. These utility locations are screened from view with retaining walls, vegetation, or a combination of both.

A porte-cochère is proposed for the drop-off area of the parking lot. The porte-cochère also serves as a sunroom amenity for residents and their visitors. The site plan includes a new sidewalk, filling a gap in the sidewalk along Wayzata Boulevard. It also includes the removal and relocation of an existing utility box, power pole/lines, and fire hydrant in the path of the proposed sidewalk. Final engineering plans will need to confirm relocation, removal, or protection of existing features in the sidewalk path including the guard rail fire hydrant, overhead utilities, and utility box. Pedestrian access to the site is proposed via a sidewalk connection along the east access driveway.

The southwest portion of the existing parking area is proposed to remain in place, while the rest of the parking area would be removed. The removed parking area would be replaced with a new surface parking area that connects to the preserved parking area. The two parking lot access points would remain in the same location and condition. No changes to curb cuts on Wayzata Boulevard are proposed.

Variance to Side Yard Setback

The applicant requests a variance to the side yard setback on the western side of the site. The proposed setback is 30 feet from the building to the property line. The ordinance requires a 50 feet setback. Due to the parcel's irregular shape, the lot width gets narrower when moving away from Wayzata Boulevard. The applicant considered an alternative design with an L-shaped building, which could create a design that meets setback criteria, but would not be appropriate for memory care residents. The proposed building is intentionally designed in a straight corridor, to maintain sightlines for residents and avoid the need for navigation around corners. The impacted property line is the western property line. The land to the west of this property includes Highway 12 and a golf course. The standards for reviewing a variance are included at the end of this staff report.

Building Height & Building Stories

The maximum height allowed in the Institutional zoning district is 40 feet or 3 stories, whichever is greater. The proposed building height is 39.95 feet and 2 stories.

Per the Zoning Ordinance, the building height is measured from the average grade along the building footprint to the average height of the highest gable of a pitched, hipped, or gambrel rooftop. The average grade plane elevation along the building footprint is 992.74 feet above sea level, and the elevation for the average height of the highest gable is 1032.69 feet above sea level. The proposed maximum height is 39.95 feet.

Per the Zoning Ordinance, when the finished floor level directly above a basement is more than 6 feet above grade for more than 50% of the total building perimeter, said basement is considered a story. Grade level is 992.74 feet above sea level, and the floor level directly above the basement is more than 998.74 feet above sea level for less than 50% of the building perimeter. As such, the lowest usable area in the building plan is not considered a story. The proposed building totals two stories above ground with a third walkout level primarily located underground.

Unit Sizes

The minimum floor area for assisted living or memory care dwelling units is 330 square feet for units without kitchen facilities and 370 square feet for units with kitchen facilities. The proposed units do not have kitchen facilities and range from 402 to 555 square feet in size.

Mechanical Equipment

The proposed building includes no rooftop mechanical equipment. Mechanical equipment will be located in the side and rear yard. One unit of below-grade HVAC equipment,

shielded by retaining walls, is proposed in the front yard. All equipment will be shielded by retaining walls and/or located below grade. The screening requirements are met.

Building Materials

The proposed plans comply with building materials standards. The proposed primary façade material on the first floor is a thin-stone veneer. Other façade materials include fiber cement lap siding, fiber cement shingle siding, una-clad metal trim, standing seam roof, and fiber cement vertical board siding with a trim & panel accent. The proposed front façade consists of approximately 28% masonry material, 21% lap siding, 18% shakes, and 33% glazing.

| South Façade Exterior Building Materials | | | | | |
|---|---|---|---|---|---|
| | Masonry | Lap Siding | Shakes | Vertical Panels | Glazing |
| April 2024 Public Hearing | | | | | |
| Square Footage | 2,122 | 2,322 | 2,302 | 347 | 3,232 |
| Percentage | 20.5% | 22.5% | 22.3% | 3.4% | 31.3% |
| August 2024 Public Hearing | | | | | |
| Square Footage | 2,657 | 2,026 | 1,774 | 0 | 3,189 |
| Percentage | 27.5% | 21.0% | 18.4% | 0.0% | 33.1% |

Retaining Walls and Grading

There are several new retaining walls proposed throughout the property to lessen and even out slopes that exist on the site. In order for the site to be functional and accessible for use by an elderly population, a significant amount of grading must be completed to lower or raise points across the site. The earthwork calculations identify an average grade change over 3 feet. The grading changes and associated retaining walls accommodate the building shape and size as a single-corridor, 2-story walkout building. The retaining walls and grading also allow for the ADA-accessible outdoor recreation area in the rear yard. City Code §916.04.D requires that the City Council approve any alterations that result in more than 2 feet of the average grade of an individual lot, but a public hearing and recommendation from the Planning Commission is not required for this specific request.

Retaining walls are proposed along the east side of the building to allow for a lower grade near the building and in the rear recreation area than the existing grade, and to allow for ADA-accessible pathways. The proposed retaining walls proposed along the eastern edges of the recreation area range from zero to 10 feet in height. The tiered retaining walls proposed along the northern edge of the property line average approximately 10 feet in height. The retaining walls along the northern and eastern edges of the recreation area allow for a lower elevation outside of the recreation area, and a higher elevation inside the recreation area. The retaining walls proposed along the western property line range from 1.5 to 20 feet in height.

A proposed 14.5-foot-tall retaining wall on the southwest corner of the building would allow for HVAC equipment to be located 6 to 14 feet below grade. The 14.5-foot retaining wall extends between zero and 8 feet above the exterior final grade, fully screening the

proposed HVAC equipment. From the front yard view, this proposed wall extends less than 4 feet above grade. A proposed 3-foot-tall retaining wall in the southeastern corner of the building provides screening for mechanical equipment in the eastern side yard. From the front yard view, this proposed wall extends less than 6 inches above grade.

The berm along the Wayzata Boulevard frontage has a about 3-foot-tall retaining wall along the north side of the berm. This retaining wall is not visible from Wayzata Boulevard.

Outdoor Improvements

As indicated above, several retaining walls are proposed in connection with various outdoor improvements. The applicant proposes a new outdoor landscape including a new secured rear yard garden, patio area, and a new outbuilding. The outbuilding would serve as a storage garage and Cabana area. Resident amenities in the rear yard include a secure garden, walking paths, an outdoor kitchen, seating areas, and indoor Cabana space. Landscape-scale lighting would be provided as part of these outdoor improvements.

Lighting

The proposed lighting meets City Code requirements. The proposed development would replace 9 pole-mounted lighting fixtures with 5 small wall-mounted sconce fixtures and 7 pole-mounted lighting fixtures. The maximum lighting value at the Wayzata Blvd property line would be 0.5 foot-candles. City Code §916.06 states that “any lighting used to illuminate an off-street parking area, sign or other structure, shall be arranged as to deflect light away from any adjoining residential property, over public water or from the public streets.

Conditional Use Permit Standards

The Elderly Care Facility use is only allowed via a Conditional Use Permit in the Institutional District. This conditional use requires that additional standards outlined in City Code § 937.07.C be met. This use must provide screening for interior side yards. The proposal includes vegetative screening along the interior side yard, the east property line. The Elderly Care Facility must also only use the rear yard for recreational areas, which must be fenced and screened. The proposal includes a fenced rear-yard recreational area including gardens, patio, and walking paths, which is screened from adjacent properties with tree plantings. The Elderly Car Facility must also be on a site served by an arterial or collector street of sufficient capacity to accommodate traffic which will be generated. Wayzata Boulevard is a minor arterial and has sufficient capacity to accommodate any increased traffic from the proposed use. Signage must be in compliance with Chapter 927 of the ordinance. The proposal includes preserving an existing monument sign in the front yard. No additional signage is proposed at this time.

Design Deviations

The proposal has been reviewed for compliance with design standards. Design elements that meet standards will receive administrative approval at the time of building permit review and issuance. Design elements that do not meet the standards require Planning

Commission review and City Council approval. The criteria for reviewing design deviations are provided at the end of this report.

Parking Location: *A deviation from §909.05.D.2 and §909.19.A to allow parking in front of the building*

The applicant is requesting a Design Standard Deviation to allow parking in front of the building. The existing parking lot formerly used by Meridian Manor was also in front of the building. The applicant is proposing to reconfigure the parking lot to increase the number of parking stalls from 53 to 64 and to better fit the new site plan. Some of the parking area in the southwest portion of the site will remain unimpacted. The applicant has located the new parking area to be setback over 30 feet from the front property line. Staff believes a deviation from the requirement would be appropriate due to the nature of the proposed use. Because the Conditional Use Permit Standards for an Elderly Care Facility require all recreational areas to be located in the rear yard, parking behind the building would eliminate outdoor recreation possibilities for the proposed residents.

Massing Break: *A deviation from §909.07.A.1 to allow for a massing break that does not extend through the entire depth of the building.*

The proposed design does not include a massing void that satisfies the design standard requirements. Instead, the proposed design includes 2 glass pedestrian walkways on the second floor that allow for circulation through the length of the building. The proposed walkways create 2 massing breaks that are over 25 feet in width. Staff believes that a deviation from this requirement would be appropriate. Since this building is designed to provide care for residents with memory care needs, it is important for circulation patterns to be straight and simple so that residents can navigate the building without confusion. A massing void without the pedestrian walkway would require multiple elevator banks and complicated circulation paths that would be inappropriate for the proposed residents. Additionally, the walkways are significantly set back from the floor below and their transparency creates a visual appearance similar to the massing void required by the design standard.

Unit Entries: *A deviation from §909.13.D.2 to allow no secondary exterior entry to ground-level units.*

The design standards require a secondary exterior entry to be provided for all residential units at ground level. The proposed designs do not include secondary exterior entry to the ground-level residential units. Staff believes that a deviation from this standard is appropriate due to the nature of the use and proposed residents. Secondary exterior entries would have to always remain locked to ensure resident safety, which would cause confusion to patients with memory issues.

Screening of Sheet Roofing: *A deviation from §909.14.M.3 to allow sheet roofing materials concealed by a parapet of 12 inches.*

The design standards allow sheet roofing materials only where the flat or low slope surface is concealed by solid raised parapets at least 36 inches in height. The applicant proposes sheet roofing materials concealed by a 12-inch parapet on the pedestrian walkways that make up the massing breaks. All other roof locations meet the design standards. Staff believes that a deviation from this standard is appropriate. The proposal does not allow for or include any rooftop equipment that typical parapets are designed to conceal. The proposed deviation would reduce the visual impact of the massing break area. Allowing for a reduced parapet height allows for the building to appear shorter and fit within the residential character of the area.

Landscaping

The proposed designs include a garden and patio space behind the building. Trees and shrubs would be planted buffering sidewalks and parking areas. The southeast corner of the site would remain as a natural landscape. The landscaping plan includes 7 species of grasses, 16 species of shrubs, and 6 species of ornamental trees. The proposal meets buffer requirements from the sidewalks and parking lot with a combination of preserved trees and newly planted shrubs and trees.

Tree Removal/Preservation

The applicant is proposing to remove 356 inches at diameter breast height (DBH) of significant trees and no heritage trees from the site. Under the Zoning Code, significant trees must be replaced at a 1:1 ratio. The following table summarizes the proposal:

| | **Total DBH** | **DBH Removed** | **% DBH Removed** | **Max. DBH Removal Allowed Before Replacement Required** | **DBH Replacement** |
|---|---|---|---|---|---|
| **Significant Trees** | 738 | 356 | 48.2% | 10%<br>(73.8 DBH) | 282.2 |
| **Heritage Trees** | 36 | 0 | 0% | 0% | 0 |

The replacement of significant trees requires 282.2 inches at diameter breast height (DBH), and the replacement of heritage trees requires 0 DBH due to no heritage trees being removed.

The following table summarizes the tree replacement calculations provided by the applicant:

| Planting | Number | Size | DBH |
|---|---|---|---|
| **Overstory Trees** | 40 | 3” | 120 |
| **Evergreen Trees** | 194 | 2” (6 feet) | 388 |

The required DBH replacement for the site is 282.2 inches. The applicant proposes 508 DBH in replacement, which exceeds the required DBH replacement standard by 225.8 DBH.

Comments from the City Forester
The City Forester has reviewed the submitted documents and has provided the following comments:

- If more than 40% of a tree’s critical root zone is impacted by construction activity, then the tree shall be removed and replaced with an appropriate tree species per the tree preservation regulations.
- If any of a tree’s structural root zone (a radius 3 times of a trunk diameter radius) is impacted by construction activity, then the tree shall be removed and replaced with an appropriate tree species per the tree preservation regulations.

Comments from the City Engineer/Director of Public Works
The Project Engineer has reviewed the submitted documents and has provided the following comments:

- Earthwork calculations provided on the grading plan (sheet C3.0) show that the average grade is proposed to change by 3.55-feet, requiring City Council approval, per 916.04.
- There are several new retaining walls proposed throughout the property to lessen and even out slopes that exist on the site. In order for the site to be functional and accessible for use by an elderly population, a significant amount of grading must be completed to lower or raise points across the site. The earthwork calculations identify an average grade change over 3 feet. In performing the earthwork calculations for this site, the required calculation includes both cuts and fills on the site and then divides that total quantity of dirt moved across the site area to determine an “average grade change”. This results in a change of over 3 feet. However, that doesn’t mean the site is 3 feet higher. It simply means that grades, on average, changed up and down more than 3 feet.
- Sump CBMH 16 on east side of property appears to be difficult to access for cleaning/maintenance.
- Additional sump manholes should be installed on west side to better protect pond and minimize future pond maintenance. (CBMH 3, CB 1, CBMH 5).

Operations
The facility requires a license from the State of Minnesota to operate. In addition to nursing services, typical resident support services would be provided on site including food service, medication management, social activities, and specific services for residents with Alzheimer's or dementia. Outside service providers would provide in-house physical

therapy. Laundry facilities are included on-site. The rear parking lot is designated for staff. Staff would be present on the site throughout all hours of the day. More information is available in the attached project narrative.

Parking
The proposed on-site parking meets minimum requirements. The following table summarizes the proposed number of parking stalls and loading areas:

| | **Existing** | **Proposed** |
|---|---|---|
| **Parking Stalls** | 53 | 62 |
| **ADA Spaces** | 2 | 2 |
| **Loading** | 1 | 1 |

The following table summarizes minimum parking requirements:

| | **Elderly Care Facility** |
|---|---|
| **Required Parking** | 54 spaces for 80 units<br>(1 space for each 1.5 dwelling units) |
| **Required Loading** | 1 space |
| **Findings** | Proposal meets minimum requirements. 54 spaces are required and 62 spaces are proposed. |

**Standards of Planning Commission Review of Application Requests**
The review and decision on the Comprehensive Plan Amendment and Rezoning is a legislative action, meaning that the Planning Commission acts like an advisor to a legislative body (the City Council), who has wide discretion on whether to recommend approval or denial if it has a rational basis for its decision.

The Conditional Use Permit, Variance, and Design Deviations requested are quasi-judicial actions, meaning the action is more like a judge in a court proceeding where objectively and fairness are critical, and if an applicant meets the legal standards, the request should be approved. In this case, each of the requested deviations should be reviewed separately and the Planning Commission should determine if the requests meet the standards described in the City Code.

**Primary Questions to Consider**

1. Comprehensive Plan Amendment
    a. Is the proposed use consistent with the drivers, goals, and policies of the Comprehensive Plan?
    b. Is the proposed use consistent with the goals and policies of the Institutional/Public land use category?

2. Zoning Map Amendment
    a. Does the proposed use conform with present and future land uses of the area?
    b. Does the proposed use conform with all performance standards of the applicable district?
3. Conditional Use Permit
    a. Does the proposed use conform with present and future land uses of the area?
    b. Does the proposed use conform with all applicable performance standards?
    c. Is only the rear yard used for play or recreational area, and is said area fenced, controlled, and screened in compliance with Chapter 918 of the Ordinance?
4. Variance
    a. Is the property owner's proposal reasonable, but not permitted by ordinance?
    b. Is the plight of the landowner due to circumstances unique to the property?
    c. Will the variance, if granted, alter the essential character of the locality?
    d. Has the Applicant established a practical difficulty in complying with the Ordinance?
    e. Is the proposal in harmony with the general purposes and intent of the Ordinance, and consistent with the Comprehensive Plan?
5. Design Deviations
    a. Does the proposed design contribute to the improvement of the City's public realm?
    b. Is the negative impact caused by each Design Deviation outweighed by any of the following positives: alleviating an undue burden; having a positive effect on the area; permitting greater conformity with other Zoning Standards or Guidance of the Design Standards: or advancing policies in the City's Comprehensive Plan?

**Action Steps**

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

**Attachments**

Applicant's Narrative
ALTA Survey (1 page)
Civil, Architectural and Outbuilding Plans with Renderings (41 pages)
Lighting Plan (1 page)
Neighborhood Meeting Discussion Summary (4 pages)

**Applicable Code Provisions for Review**

Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval.

Zoning Map Amendment (Rezoning)
Section 903.02 sets standards for consideration of a Zoning Map Amendment. The planning commission shall consider the possible adverse effects of the proposed amendment. Its judgement shall be based upon (but not limited to) the following factors:

1. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
2. **The proposed use's conformity with present and future land uses of the area.**
3. **The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).**
4. The proposed use's effect on the area in which it is proposed.
5. The proposed use's impact upon property value in the area in which it is proposed.
6. Traffic generation by the proposed use in relation to capabilities of streets serving the property.
7. The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

Conditional Use Permit Standards
Section 904.02.F sets standards for consideration of a Conditional Use Permit:

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.

Conditional Use Permit Standards for Elderly Care Facilities
Section 937.07 sets additional standards for consideration of a conditional use permit for an elderly care facility:

1. Interior side yards are screened.
2. **Only the rear yard is used for play or recreational areas. Said area must be fenced and controlled and screened in compliance with Chapter 918 of this Ordinance.**
3. The site is served by an arterial or collector street of sufficient capacity to accommodate traffic which will be generated.

4. All signing and informational or visual communication devices are in compliance with Chapter 927 of this Ordinance.

Institutional Zoning District Standards

The following requirements from Section 970.06 – 970.07 apply to the Institutional District.

Lot Area:

1. Minimum Lot Area:
    a. Places of Assembly: 3 acres.
    b. Hospitals: 10 acres.
    c. Public Parking Structure: 1 acre.
2. All area requirements for Places of Assembly prescribed above may be reduced if the site is combined with or included within a neighborhood park.

Minimum Setbacks:

1. Schools:
    a. Front Yard: 50 feet.
    b. Side Yard: 100 feet.
    c. Rear Yard: 100 feet.
2. Hospitals:
    a. Front Yard: 50 feet.
    b. Side Yard: 100 feet.
    c. Rear Yard: 100 feet.
3. Public Works Facilities:
    a. Front Yard: 50 feet.
    b. Side Yard: 100 feet.
    c. Rear Yard: 100 feet.
4. Public Parking Structures: No minimum front yard, side yard or rear yard setback requirements unless adjacent to a residential district, in which case, the minimum setback shall be the same as the setback for the adjacent residential district. In addition, the minimum requirements of Section 970.06.B.6 do not apply to a public parking structure.
5. All Other Institutional Uses:
    a. Front Yard: 50 feet.
    b. Side Yard: 50 feet.
    c. Rear Yard: 50 feet.
6. In addition to these minimum requirements, setbacks of buildings located within the Institutional District shall be at least equal to the height of such buildings.

Lot Coverage and Height:

1. The total lot coverage of all buildings may not exceed 30 percent, except that rest homes and housing for the elderly may not exceed a lot coverage of 40 percent, and public parking structures may not exceed a lot coverage of 60 percent.
2. Principal structures and their accessory buildings may not exceed a height of three stories or 40 feet.

Variance Criteria

Section 905.01 sets forth general standards for approval of variances to the literal provisions of the Ordinance. Variances may be granted when the Applicant establishes that there are practical difficulties in complying with this Ordinance. “Practical difficulties mean that:

1. **The property owner's proposal for the property is reasonable but not permitted by this Ordinance;**
2. **The plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and**
3. **The variance, if granted, will not alter the essential character of the locality.**

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

Additionally, variances shall only be permitted when they are:

1. **In harmony with the general purposes and intent of this Ordinance; and**
2. **Consistent with the Comprehensive Plan.**

Comprehensive Plan

The proposed Comprehensive Plan land use designation for the subject property is institutional/public. The objective of the Institutional/Public land use category is to maintain all institutional facilities in a manner that efficiently serves all residents of the community, from both a cost and access perspective (Comprehensive Plan p. 3-8). Development in this district is guided to a maximum Floor Area Ratio (FAR) of 1.0, when all other dimensional standards of the appropriate zoning district can be met (Comprehensive Plan p. 3-14).

The comprehensive plan identifies multiple key drivers shaping the future of Wayzata including providing infrastructure for an aging demographic, an increasing quantity of aging population, and loss of younger population/generation (Comprehensive Plan p. 1-4). Having a multi-generational community is identified as a quality of the preferred future of Wayzata. A multi-generational community necessarily implies diverse housing, transportation availability, and safe walkable and bikeable environments (Comprehensive Plan p. 1-7). One housing goal identified in the comprehensive plan is to develop city programs and policies which encourage and require high quality design and maintenance of all housing units within the community (Comprehensive Plan p. 4-9). An associated policy is to provide a range of housing options throughout the community that welcome a range of individuals, including senior housing and life cycle housing options (Comprehensive Plan p. 4-9).

Purpose of Design Review (Design Standards Handbook p. 7)

The following Design Standards have been developed to shape the City's physical form; to improve the quality, character, and compatibility of new development or extensive renovations; and to implement the goals and guidance of the City's Comprehensive Plan.

The Standards have three primary functions:

- To guide applicants and provide consistent standards for the significant expansion; major renovation; or new construction of commercial, mixed-use, or multifamily buildings or parking within the City;
- To assist the City and the public in reviewing such development proposals;
- **To leverage new development to contribute to the improvement of the City's public realm -- its streets, sidewalks, walkways, and its streetscape and landscape treatments**

The Standards also address issues of scale and topography that are especially critical to preserving and enhancing Wayzata's character.

<u>Site Design Standards for Large-Scale Sites (Design Standards Handbook p. 18)</u>

*Intent*

Site design determines the relationship between buildings and their surroundings. Large-scale sites present the most opportunities for landscaping and placemaking. These sites are large enough to comfortably fit four or more buildings and additional site amenities. **Since these sites are much larger than their surrounding context, proposed site design must provide internal circulation and appropriately-scaled amenities to sensitively fit into the surrounding town fabric.**

*Standards*

1. In areas with identifiable street patterns, internal circulation (such as drives, driveway aisles, alleys, and private streets) shall align with the surrounding street network. Connections to existing streets shall be made to the maximum extent feasible.
2. Proposed buildings shall be located on and oriented to public rights of way and parking shall be located behind the building or in the center of the site.
3. Proposed buildings located on designated Hennepin County rights of way shall construct a sidewalk extension with a minimum 2 foot width on the proposed parcel.
4. When required by Section 2.A.3 and Section 2.B.1 retail and mixed-use site design shall be centered around pedestrian walkways and plazas.

*Guidance*

1. Proposed commercial buildings should provide a setback between the sidewalk and building sufficient to accommodate outdoor dining and seating areas.
2. Proposed residential buildings should provide a setback between the sidewalk and building sufficient to accommodate enhanced landscaping, stoops, or terraces as required by Section 3.B.2
3. Site circulation elements should anticipate future connection to adjacent parcels where street or pedestrian connections are not currently feasible.
4. Residential projects should be sited to maximize opportunities for creating usable, attractive, well-integrated open space.

5. **Proposed open spaces should be oriented appropriately for solar exposure when possible to create a more comfortable micro-climate.**
6. **The design and location of a building and its massing on the site should enhance solar exposure and minimize shadow impacts on adjacent structures and public areas to the maximum extent feasible.**

Surface Parking and Bicycle Parking (Design Standards Handbook p. 26)

Intent

**Parking is necessary for convenience and access, but it should not be allowed to overwhelm the friendly, walkable character of a small town.** The following standards have been developed to respect the character of Wayzata.

Standards

1. Off street parking shall be located behind buildings, or in side yards if a rear location is proven to be infeasible. Front yard and corner parking locations are prohibited.
2. Side yard parking lot width shall be limited to 60 feet and shall be separated from the sidewalk by a landscape buffer (See Section 2.B.6 Parking Lot Landscaping).
3. Side yard parking shall not extend beyond the front yard setback of the primary building on the property.
4. Side yard parking lots on adjacent properties shall either share or be separated by a landscaped buffer with a minimum dimension of 20 feet.
5. Bicycle parking shall be provided as follows:
    - Commercial development providing more than 20 vehicular spaces shall provide a minimum of 4 secure bicycle parking spaces
    - Mixed-use development with a retail or commercial component shall provide a minimum of 4 bicycle parking spaces located in an access controlled room or locker.
    - Bicycle parking spaces shall be located in a visible and convenient location within a 100 foot path of travel from the main building entrance.
    - Bicycle racks shall allow two points of locking and shall conform to applicable City standards.
    - Bicycle parking shall be located in the Building Recess, in side yards, or, where approved by the city, in boulevard or street tree areas.

Guidance

1. Surface parking should be located in the rear yard to the maximum extent feasible.
2. Bicycle parking should be weather protected by roofs or interior locations where feasible.
3. Bicycle parking racks should conform with the Association of Pedestrian and Bicycle Professionals (APBP) guidelines

Building Recess (Design Standards Handbook p. 34)

Intent

Along with significant breaks, smaller recesses can reduce the impact of longer buildings. These regular façade breaks provide opportunities for increased outdoor dining, seating, landscaping, and other ground-level amenities.

Standards

1. Building Recesses shall be provided to allow space for outdoor dining, seating, or landscaping. A Significant Massing Break located at the ground level shall also be allowed to qualify as a required Building Recess.
2. Building Recesses shall provide a minimum dimension of 8 feet, a minimum area of 250 square feet, and shall not be located under upper story floor area. (see Fig. 3.4)
3. Building Recesses shall be provided to comply with the following:
    a. Lake Street: one Building Recess shall be provided for every 100 feet of building frontage length on public right of ways
    b. Bluff District: One Building Recess shall be provided for every 50 feet of building frontage length on public right of ways
    c. Wayzata Boulevard: One Building Recess shall be provided for every 100 feet of building frontage length.

Guidance

1. Building recesses should be located in proximity to main building entrances or dining uses.
2. To the maximum extent feasible, building recesses should be located with consideration for microclimate and favorable solar exposure.

<u>Significant Massing Break (Design Standards Handbook p. 33)</u>

Intent

The traditional town form of Wayzata is based on multiple buildings fitting within an average block length of 350 feet. **These standards ensure that no building mass will be perceived to be larger than a half block in length. In addition, significant massing breaks will preserve views of Lake Minnetonka from inland locations.**

Standards

1. Where required, buildings shall provide one significant massing break for every 150 linear feet of façade to respond to the small-scale character of Wayzata. Significant massing breaks shall be defined as:
    - A massing void providing a minimum width of 25 feet located above the ground floor level and extending through the depth of the building. (see Fig. 3.1 )
    - A publicly accessible midblock pedestrian connection or street through the building with a minimum clear width of 25 feet. (see Fig. 3.2 )
2. Proposed development located between Lake Street and the shoreline of Wayzata Bay shall provide any required significant massing breaks as midblock connections to provide street-level views of Lake Minnetonka and allow for potential future access to the lake.

<u>Secondary Unit Entries (Design Standards Handbook p. 38)</u>

Intent

The charm of Wayzata, like small towns everywhere, comes from a lively streetscape

**creating opportunities for window shopping, sociability, and spaces for people. Appropriate ground floor design for buildings is crucial to respect the charm of Wayzata.** It is desirable to provide extensive transparency at ground floor glazing to reinforce the liveliness of commercial area.

Standards
Ground floor residential units shall comply with the following standards:

1. Bluff district: residential units located within 4 feet of ground level at any public right of way shall provide a secondary exterior entry to the unit as a residential stoop.
2. Where site constraints prevent units from being raised above grade, secondary entries and private terraces may be located less than 2 feet above grade if the unit entry door is set back a minimum of 8 feet from the property line.

Guidance

1. Residential units located at the ground floor are strongly encouraged to meet the preceding facade transparency standard Section 3.B.2 S2
2. Multifamily buildings are encouraged to locate resident amenity rooms, leasing offices, and resident lobbies at locations fronting on public right of ways and to provide storefront design at these locations.

<u>Roof and Parapet Materials (Design Standards Handbook p. 51)</u>
Intent
As the fifth facade rooflines play an important role by defining the building against the sky. The following guidelines are intended to ensure that **roof materials are well detailed and do not detract from the building architecture.**

Standards
Sheet Roofing

1. Sheet roofing shall be concealed from view by raised parapets/roof copings.
2. Where provided, sloped roofing shall provide a minimum 12 inch projection at eaves and rakes

Parapet/Roof Coping

1. The Parapet/Roof Coping Material shall be the same as the wall material immediately below and shall be used to articulate building massing.
2. Where rooftop equipment is permitted, parapets shall be located to conceal such equipment from view

<u>Criteria for Granting Design Deviations (Section 909.29)</u>
Significant Deviations shall be defined as deviations that amount to a significant departure from the Standards enumerated in Chapter 909 and do not qualify as Minor Deviations. Approval of any Significant Deviation shall require a finding by the City Council (after considering the Planning Commission's recommendation) that the negative impact of such deviation is outweighed by one or more of the following factors:

1. **The extent to which the project advances specific policies and provisions of the City's Comprehensive Plan.**

2. **The extent to which the deviation permits greater conformity with other Standards, the Guidance of the Design Standards, policies behind the Standards, or with other Zoning Ordinance standards.**
3. The positive effect of the project on the area in which the project is proposed.
4. **The alleviation of an undue burden, taking into account current leasing, housing and commercial conditions.**
5. The accommodation of future possible uses contemplated by the Design Standards, the Zoning Ordinance or the Comprehensive Plan.
6. A national, state or local historic designation.
7. The project is the remodeling of an existing building which largely otherwise conforms to the Design Standards.

# WAYZATA PLANNING COMMISSION
# EXCERPT OF MEETING MINUTES
# AUGUST 5, 2024

**AGENDA ITEM 5. Public Hearing Items**

**a) Consider Development Application for Comprehensive Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Variance to the West Side Yard Setback, and Design Deviations for an Elderly Care Facility (Moments of Wayzata) at 163 Wayzata Boulevard West**

Community Development Director Goellner reviewed details of the application by Moments of Wayzata that includes a Comprehensive Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Variance to the West Side Yard Setback, and Design Deviations.

Planning Consultant Zweber reviewed the past PUD amendment requests by the applicant that had been approved by the City for the property but explained that the MN Health Department had not approved the building being used for a memory care facility. He explained that in February, the applicant had submitted a proposal for a completely new building and gave an overview of their current proposed plans and requests.

Community Development Director Goellner noted that the notification regarding the request for a Comprehensive Plan amendment was sent to Orono and Plymouth, and explained that the City had not received any specific comments or concerns from them. She outlined the notification process and that a neighborhood meeting on the application was held by the applicant on June 27, 2024. She stated that 8 people attended the neighborhood meeting and gave a brief review of the topics raised during the meeting. She stated that the City had received one public comment which had been forwarded to the Planning Commissioners earlier in the day. She reviewed comments from the City Engineer and the City Forester regarding the application.

At the conclusion of staff's presentation, Chair Stockton asked if the Commission had any questions for staff.

Commissioner Severson stated that she remembered that the last time staff had asked the Commission to address certain questions first, and asked if that was applicable to the new application as well.

Community Development Director Goellner suggested that it would be best for the Commission to address the requests for the Comprehensive Plan and Zoning Map amendments first.

Commissioner Schwalbe asked about the plans to not have a second exterior door, and if there would be a reason that not having one would be hazardous.

Community Development Director Goellner explained that this request would be considered a design standard deviation. She stated that the reason the design standards require a second exterior entry was to make the building more walkable.

Planning Consultant Zweber reviewed the renderings found on page 74 of the packet, and outlined how the plans had changed since the initial submittal.

Chair Stockton asked if the second door was a function priority related to fire safety.

Planning Consultant Zweber referenced page 80 of the packet which showed a closer view of the front entrance, and outlined what the second doorway would look like.

Community Development Director Goellner stated that the applicant has indicated that their proposal related to doors complies with building code, but noted that it would still be reviewed by the building official before it could be permitted. She explained that this was really just a zoning request at this point, for aesthetic purposes.

Chair Stockton stated that she believed the Commission had also discussed this during the last review and asked if staff felt that this situation was similar to the roof, where non-compliance would be a benefit to both function and aesthetics.

Planning Consultant Zweber noted that the question is whether having a shorter roof would improve the appearance.

Commissioner Cameron stated that one of the variance requests was related to parking, and asked how many of the proposed parking stalls were proposed to be in the front versus the rear.

Planning Consultant Zweber stated that he could look up that information for the Commission in a bit, but explained that they were requesting a variance from the side yard setback on the west side and that would need to follow the variance standards in the State statute. He noted that departures from the design standards do not require a variance, because they are considered a deviation and not a variance.

Commissioner Severson stated that the renderings appear to indicate that there would be 13 parking stalls in the front.

Planning Consultant Zweber explained that there are 7 parking stalls on the far west side, 25 west of the door, and another 10 east of the door for a total of 42 that would be in front of the building.

Commissioner Elg asked for a reminder on how the required number of parking spaces was established because, to him, it felt excessive, because the residents would not be car owners.

Planning Consultant Zweber explained that the parking requirement is 1 space per 1.5 units.

Commissioner Elg asked if that standard should apply to this type of institutional development.

Planning Consultant Zweber cautioned that this property was kind of an island by itself because there is no public parking on Wayzata Boulevard. He clarified that a 1 to 1.5 ratio is the code requirement.

Commissioner Elg noted that if he had been the applicant, he would have had a parking study done over the last 6 months and reiterated his point that the residents of these buildings will not own a vehicle.

Planning Consultant Zweber noted that at the previous public hearing the applicant had stated that they were looking to invite community members to come to the facility.

Chair Stockton asked about parking for staff, and if that would be in the rear.

Planning Consultant Zweber confirmed that the staff entrance was in the back, and noted that the applicant had indicated that would also be where staff would park.

Chair Stockton asked if the front parking was intended for the guests.

Planning Consultant Zweber stated that it would be for guest parking but also for other services that may come to the facility that would not necessarily be an employee of the facility.

Chair Stockton explained that she was trying to assess the level of activity in the front parking area versus the back parking area.

Community Development Director Goellner stated that there was not a maximum parking restriction within the City, and suggested that the applicant address the Commission questions related to parking.

Commissioner Schwalbe asked if the footprint of this building had changed from the footprint of the previous proposal.

Planning Consultant Zweber stated that the footprint had changed, but the change was almost exclusively on the south façade in order to accommodate 7 building recesses.

Chair Stockton asked about the grading change, and whether the building was oriented a different way if that would result in a significant change in the grading deviation being proposed.

Planning Consultant Zweber stated that he did not know, and explained that the building height was due to the average grade around the building. So, if they went to the north there would be grade change difference, which could affect height calculations. He noted that there would still be parking, and the applicant would most likely still want a flat area for the outdoor recreation space. He stated that he does not have any reason to believe that the average grade would significantly decrease by changing the orientation of the building.

There being no further questions for staff, Chair Stockton invited the applicant to address the Commission.

Jeff Schuler, representing applicant Moments of Wayzata, and Elizabeth Wright, owner, introduced themselves.

Mr. Schuler stated that they had planned to show a short video that would give a tour of their Lakeville facility, but had been informed that would not be possible tonight due to technical difficulties.

Ms. Wright explained that the Moments of Lakeville lends itself to a beautiful, almost impossible setting which is similar to this property. She stated that one of the reasons that they had put together the video is because she wanted to show the interior of their building in order to explain to the Commission why they need a linear building for their residents with dementia. She stated that they believe that their residents should have freedom of movement and one of the ways to do that is to allow them to wander around. She explained that they do not have 'dead ends' at the end of hallways, and instead have a vignette or a purpose. She stated that at the building in Lakeville, on one end they have a little General Store and at another end of the hallway they have a little library. She explained that every part of the building has a purpose, and having a linear building that is basically a walking track inside is something that is important to them as well as the residents because people with dementia wander. She stated that they can also tend to have anxiety and a need to constantly be in motion, and this is a way to provide safe movement opportunities for them. She stated that they had also wanted to show the Commission the exterior of the building in Lakeville, and the beautiful landscaping that they had done.

Mr. Schuler stated that through multiple neighborhood meetings and from the Planning Commission, they heard that this building needed to fade in and essentially bleed into the neighborhood and surroundings a bit more. He stated that they also heard feedback on the importance of breaking up the building through materials, colors, and breaks in the massing which is what they have done. He reviewed their plans to change from a white building to one that is earth-toned, natural, and has darker façade that they feel matches the nature and will blend in more with the surrounding area. He stated that he feels that they have incorporated many improvements since the last application, and he reviewed the tree preservation and new vegetation that is planned on the site. He noted that they have put a lot of effort into maintaining the trees along Wayzata Boulevard in order to help preserve the older, ingrained feeling of the area, but will also help screen the building and the activity from the neighbors. He stated that by keeping the building further away from Wayzata Boulevard, they will be able to stay away from excavating around the trees. He pointed out the row of arbor vitae that will serve as a natural, but functional wall. He noted that their proposed parking is very similar to the last iteration of their plans, but that they have also added a retaining wall on the south side of the property, and explained that all that will be seen from Wayzata Boulevard would be a gentle hill. He explained that all of their lighting is about as low as they can go while still safely providing lighting. He noted that all the fixtures are dark sky and will have minimum light pollution impact. He stated for the side yard variance request, right now, the existing building is 10 feet off of the existing property line and gives the look of a nearly solid building. He explained that they were proposing to improve the situation from a 10 foot setback to a 30 foot setback. He noted that many of their requests are the result of the unique shape of the property as a triangle and the existing grade change. He explained that within the City's design standards, there is a requirement that each residential unit that is within 4 feet of the grade

plane have an exterior door, and explained the reasons why they felt that having an individual exterior door in the units would be very detrimental to the residents of the building.

Ms. Wright stated that she felt that they have shown that they have listened to the City and the neighbors throughout this entire process, and have tired their best to meet their various desires, but also make sure that their business is the best it can be for their residents. She stated that related to the parking questions, they do have outside vendors that come in, such as hospice, medical professionals, and entertainers. She noted that she really wants them to really be part of the community, and felt that seeing families having fun inside the building with their loved ones, it is truly heart-warming. She noted that Moments has been named as one of four memory care operators to watch in the entire nation, and stated that she wanted to make sure that they continue down this path as leaders and set the bar for others.

Commissioner Severson asked more about the doors, and about State requirements and licensing.

Mr. Schuler stated that the building, as designed, meets all of the building and safety codes for required egress. He stated that the exterior door requirement within the design standards is just a Wayzata aesthetic standard, and that would only apply to the south side of the building.

Commissioner Schwalbe asked if they were expecting a different type of resident than Meridian Manor had.

Ms. Wright stated that she believes that Meridian Manor had 10 dementia specific little apartments in the basement in the far northeast corner hidden behind a locked door. She stated that Moments will have a significantly different clientele because they are about memory care, and offer what is considered an enhanced assisted living.

Chair Stockton asked about the level of activity in the parking areas and how they may be able to manage some of the noisier activities towards the back.

Ms. Wright stated that their variance request will allow them to have deliveries from vendors like U.S. Foods, garage collection, Medline, Hillyard, and others that have large trucks to be able to make the deliveries in the back which will help eliminate much of the louder noises.

Mr. Schuler explained that the front parking would primarily be for visitors who would typically not be there before 8:00 a.m. and would usually be gone by 8:00 or 9:00 p.m., which means that in the dark hours there would be very little activity in the front parking lot.

Ms. Wright stated that they had also eliminate 6 parking spots that faced out onto Wayzata Boulevard which are currently there. She noted that they are planning on an immense amount of arbor vitae to screen the property, which is something that they have heard from the neighbors is important.

Amit Sela, Ms. Wright's husband, explained that he helped her build their Lakeville facility. He stated that both his wife and Mr. Schuler were extraordinarily modest and wonderful human beings and explained that he wanted to tell the Commission a short story.

Chair Stockton asked him to make the story very short.

Mr. Sela stated that there are almost 2,000 feet of outside patio space at the Lakeville site, and 2 cabanas for families to come and be with their loved ones out of the dining room during 3 seasons, and also have places for kids to play and opportunities for shorter term day care services. He stated that this was something that nobody else in the State has ever taken the time and money to put together. He stated that there were almost 500 trees that were planted on one of the most difficult sites on 35W and 46th, and feels that they have exceeded the expectations of the community. He stated that his wife and Mr. Schuler work very hard with the community to design a building where people would be honored to be, because they spent the money, time and energy to do the right thing, and to create an environment where people and families who suffer from this disease want to have.

There being no additional questions from the Commission for the applicant, Chair Stockton opened the public hearing on the application at 7:39 pm.

Beth Flynn-Ferry, 154 Babcock Lane, stated that she lives across from the development and noted that she had attended all the meetings that the developer has had through this process. She stated that she is supportive of the changes, and felt that the applicant had really listened to their concerns. She asked staff to explain the difference in zoning designation to institutional from a PUD.

Community Development Director Goellner stated there were no people who called into the meeting that have asked to speak at the public hearing.

There being no one else wishing to comment on the application, Chair Stockton closed the public hearing at 7:41 pm.

Chair Stockton asked for the Commission to share their questions and feedback on the application.

Community Development Director Goellner offered to answer the question raised by Ms. Flynn-Ferry during the public hearing. She stated that the difference between the current zoning of PUD and the proposed institutional designation is that at its core, the PUD requires a specific contract for a planned development and can only be changed with review from the Planning Commission and approval of City Council. She stated that it is usually for a specific, phased development, and explained that Meridian Manor had a very specific plan and contract. She explained that the current proposal is to build a project on an institutional parcel, which are parcels that do not tend to redevelop very quickly, such as hospitals, schools, or religious assembly locations. She stated that if they were compliant with the City's institutional district, it wouldn't necessarily require changes to the development agreement if they wanted to make change over time, and would likely simply be allowed through a building permit.

Planning Consultant Zweber stated that the work the City has done over the last 5 years or so was to improve the zoning code in order to allow for uses instead of using the PUD. He explained that when Meridian Manor was created, the City did not have the design guidelines like it does today.

He noted that in 2022, they did a series of updates to the City code that were predominantly to implement the City's Comprehensive Plan, but much of it was also updating old code.

Commissioner Schwalbe stated that it sounds like the institutional designation would be the correct way to go for this situation. She stated what she particularly likes about their design is when they were describing the linear idea so anybody can find their way home which she thinks is a brilliant idea. She noted that she has several relatives who live in nursing homes, and they frequently get lost because there are shoot outs that go to various areas throughout the building. She stated that she really likes the whole project and just has one thing that she does not like, which is the darker color palette for the building. She stated that she liked the lighter palette that they had proposed with the previous plans better than what their current proposal is. She noted that she felt that they had the perfect opportunity with their 3 separate areas to be able to do something more creative. She explained that she was fine with the architecture they were proposing, but would like the color palette to be changed in order to make it look more inviting and happier and not just brown, on brown, on brown.

Chair Stockton asked that the Commission's discussion stay within the zoning designation and then discuss the various design deviations that were being requested. She stated that the last time this project was discussed, the Commission came to the conclusion that they were comfortable with the change to institutional because of its purpose. She noted that if they were still comfortable with that she would suggest that they move the discussion onto the CUP.

There was general consensus of the Commission that they were in support of the institutional designation for this property.

City Attorney Schelzel stated that he wanted to clarify for the record that there are two requests that are related zoning, one being the change to the Comprehensive Plan that would then allow for the change in zoning from PUD to Institutional.

Commissioner Severson stated that, similar to what she thought last time, she felt it made sense to have the parking in the front which also gives residents space in the back. She noted that this would be the same as what Meridian Manor had.

Commissioner Cameron stated that he felt it highlighted an interesting conundrum where the City is saying that they have to have a recreation area in the rear and parking in the rear at the same time.

Chair Stockton moved the discussion onto the side yard setback request.

Commissioner Elg stated that he believes that the setback is where the driveway is that goes to the back parking lot and currently, a building is there that they called the garage and east of that were some utilities behind a wall. He stated that, to him, it seems that the space from Highway 12 to the building would actually become more open. He noted that he believes that the existing garage is as close or possibly closer to the property line than the proposed driveway. He stated that he would support allowing this variance, and felt that the look alone would be an improvement.

Commissioner Severson asked if the current building matched the code if it were to be considered institutional, for example, the garage referenced by Commissioner Elg.

Planning Consultant Zweber stated that the accessory garage would have been out of compliance and a non-conforming structure. He explained that he was not as familiar with how the mechanical utilities were connected with the building. He noted that the west wall of the Meridian Manor building itself would have complied with the 50-foot setback, but the utilities and the garage would have been non-compliant.

Community Development Director Goellner stated that she had one other note from the previous discussion, and explained that the Commission was thinking about a finding on how the applicant had requested a linear-shaped building on a triangular-shaped lot, which led to this design choice.

Commissioner Elg stated that he thinks the property shape and the grade provide challenges to the project, and felt that the applicant had done a good job of dealing with the widest part of the triangle in order to properly place the building in order to fit their needs.

Chair Stockton moved the discussion onto the design deviation requests. She noted that the more the Commission has seen for this project, she thinks they have been able to have a better understanding of what it takes to run this type of facility, and that the form and function balance needs to be looked at in great detail. She stated that when she was discussing this with staff, she shared that she felt the door and roof deviations both seemed to be a benefit for both the City and the applicant.

Commissioner Elg stated that he felt that because the second level was solid glass and almost skyway like, it created an openness in the massing breaks. He stated that if the recesses were a bit deeper it could feel like three separate buildings.

Chair Stockton stated that she liked how it pulled it away from the street in its design, and was fading away, which she would also say is a benefit.

Commissioner Severson stated that she likes the changes that have been made, and thinks the building looks nice. She explained that she actually liked the void, and likes how the roof line is flat which helps it recess back in. She noted that she also liked the change that had been made to the porte-cochere with the sunroom because in the previous version, it felt heavy and intense. She stated that she did not have any problems with the proposed parking, and commended the applicant for listening to the concerns shared by the City and the neighbors. She stated that she did not love the idea of a variance on the setback because this is a brand-new building, but she also understood the constraints of the property.

Chair Stockton stated that she felt it was very clear that the applicant had been listening to the feedback they have gotten. She noted that she was hopeful that their discussion tonight about the various conundrums are able to help residents understand the project better. She stated that it was unfortunate that they did not have a picture with the trees in front.

Community Development Director Goellner stated that the Commission could recommend that those images be included for the Council meeting.

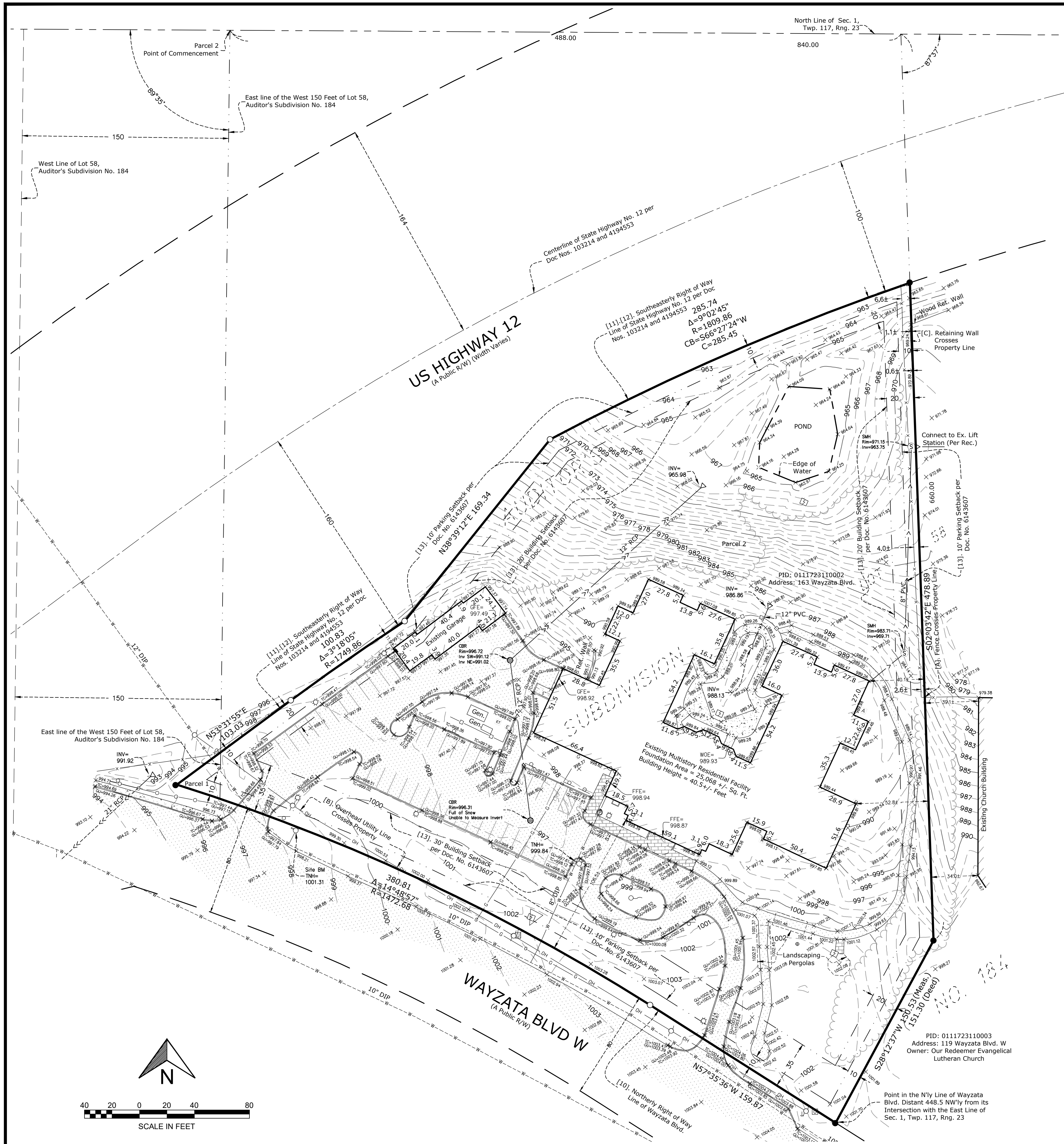
Chair Stockton stated that she had not seen any fixtures that depict what the lighting will look like, so they can't get an idea of how they will look aesthetically. She referenced the recent adjustment that had been made to the car wash lighting, and asked what staff understood about the lighting in this situation.

Planning Consultant Zweber described where the lights would be located for the front parking lot and the building itself.

There being no further discussion, Chair Stockton asked for a motion on the application.

Commissioner Severson made a motion, seconded by Commissioner Schwalbe, to direct staff to prepare a draft Planning Commission Report and Recommendation with appropriate findings and conditions, as discussed, reflecting a recommendation of approval for Comprehensive Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Variance to the West Side Yard Setback, and Design Deviations for an Elderly Care Facility (Moments of Wayzata) at 163 Wayzata Boulevard West, for review and adoption at the next Planning Commission meeting. The motion carried unanimously.

Respectfully submitted,
Kayla Atkins Rokosz
*TimeSaver Off Site Secretarial, Inc.*




**DESCRIPTION OF PROPERTY SURVEYED**

Parcel 1:

That part of the West 150 feet of Lot 58, Auditor's Subdivision No. 184, Hennepin County, Minnesota, lying Southeasterly of the Southeasterly right of way line of State Highway No. 12 as shown by that certain Final Certificate filed June 8, 1973, as Document No. 1073214 in favor of the State of Minnesota.

Hennepin County, Minnesota

Torrens Property- Certificate of Title No. 815414

Parcel 2:

That part of Lot 58, Auditor's Sundivision No. 184 described as follows:

Commencing at a point in the North line of Section 1, Township 117 North, Range 23 West, distant 840.00 feet West from the Northeast Corner thereof; thence East 488.00 feet; thence Southerly 660.00 feet at an angle of 87 degrees 37 minutes to the right; thence Southwesterly 151.30 feet at an angle of 30 degrees 17 minutes to the right to a point in the Northerly line of Wayzata Boulevard (formerly U.S. Highway no. 12) as now laid out and travelled, distant 448.50 feet Northwesterly from its intersection with the East line of said Section 1; thence Northwesterly along said boulevard line to a point in a line running Southerly from the point of beginning at an angle of 89 degrees 35 minutes to the left from said North line of said Section 1; thence Northerly to the point of beginning. Except that part lying Northwesterly of the Southeasterly right-of-way line of S.T.H. No. 12 as shown by document No. 4194553.

**ALTA/NSPS Land Title Survey Notes**

(numbered per Table A)

1. Bearings are based on the Hennepin County Coordinate System (1986 Adjustment).
2. Site Address: 163 Wayzata Boulevard W, Wayzata Minnesota 55391.
3. This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0307F, effective date of November 4, 2016.
4. The Gross land area is 178,193 +/- square feet or 4.091 +/- acres.
5. Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut of a fire hydrant located at the northerly entrance to the subject property from Wayzata Blvd., approximately 93.5 feet southeasterly from the southwesterly corner thereof.
   Elevation = 1001.31 feet.

6.(a)(b) Per a zoning letter, provided to us, from the City of Wayzata, dated March 30, 2021, The zoning for the subject property is a PUD/Planned Unit Development. The development contract provides the requirements for building setbacks, height restrictions, floor area restrictions, design elements, and parking for the Property. Please see Item 13 below. The zoning letter also states that, "As required in the development contract, the Property was required to provide fifty two (52) parking spaces for the Project to meet the requirements of Section 801.20 (Off-Street Parking) of the Wayzata Zoning Ordinance.", and that "The owner of the Property received approval of a PUD Amendment to construct an eight (8) car enclosed garage on the Property on September 11, 1995."

7.(a) The exterior dimensions of the building at ground level are as noted and shown hereon.

8. Substantial features observed in the process of conducting the field work are as noted and shown hereon.

9. The number of outdoor parking stalls on this site are as follows: 43 Regular + 2 Handicap = 45 Total Parking Stalls.
   Please note that winter conditions prevented inspection of the parking striping, and aerial imagery was used to count parking stalls.
   No inventory was made of indoor parking stalls.

10.()(b) We are not aware of any division walls or party walls on this site.

11. We have shown the location of utilities to the best of our ability based on observed evidence together with evidence from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used this information to develop a view of the underground utilities for this site. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property.

13. The names of the adjoining owners of the platted lands, as shown hereon, are based on information obtained from The Hennepin County GIS website.

14. The subject property directly abuts and has access to Wayzata Boulevard W, as noted and shown hereon.

16. Evidence of recent earth moving work, building construction, or building additions was not observed in the process of conducting the fieldwork.

17. We are unaware of any proposed changes in street right of way lines. Evidence of recent street or sidewalk construction or repairs was not observed in the process of conducting the fieldwork.

19. We are unaware of any plottable offsite easements or servitudes.

**SURVEY REPORT**

1. This map and report was prepared with the benefit of a Commitment for Title Insurance issued by First American Title insurance Company, File No. NCS-1017928-WA1, dated May 26, 2020. We note the following with regards to Schedule B of the herein referenced Title Commitment:
   a. Items 1-9, and 14-20 are not survey related
   b. The following are numbered per the above referenced title commitment
   [10]. Subject to Wayzata Boulevard West as shown on available maps and by the following
      a) Plat of Auditor's Subdivision No. 45 recorded September 23, 1893.
      b) Auditor's Subdivision Number 184 recorded April 27, 1928 in Book 3, Page 12.
      c) Final Certificate of the State of Minnesota recorded July 24, 1930 in Book 293 of Misc., Page 582.
      d) Ordinance of the City of Wayzata recorded July 27, 1936 as Document No. 1845818.
      *The right-of-way of Wayzata Boulevard W is shown per evidence and monuments as located during the process of the fieldwork. As shown hereon*
   [11]. Rights of the State of Minnesota as contained in Final Certificate dated May 17, 1973, recorded June 8, 1973 as Document No. 1073214 in the office of the Registrar of Titles and recorded June 7, 1973 as Document No. 4020927 in the office of the County Recorder.
      *This document describes the right-of-way of Highway 12, later modified by Doc. No. 4194533. Not shown hereon.*
   [12]. Rights of the State of Minnesota as contained in Final Certificate dated march 26, 1974, recorded March 3, 1976 as Document no. 4194533 in the Office of the County Recorder.
      *This document describes the right-of-way of Highway 12. As shown hereon.*
   [13]. Terms and conditions of Development Contract for Planned Unit Development Rezoning and Development Project (Meridian Manor) dated August 17, 1993, recorded August 31, 1993 as Document No. 6143607 in the office of the County Recorder.
      *This document contains a site plan drawing showing a 35 foot front building setback along the southwesterly property line, adjacent to Wayzata Blvd, and a 20 foot building setback along the northwesterly and easterly property lines, as well as a 10 foot parking setback around the entire boundary of the subject property as shown hereon.*
2. Conflicts such as (but not limited to): encroachments, protrusions, access, occupation, and easements and/or servitudes:
   [A]. There is a chainlink fence located along the easterly line of the subject property that crosses the property line as noted and shown hereon.
   [B]. There is an overhead utility line that crosses the southwesterly corner of the subject property, without the apparent benefit of an easement, as noted and shown hereon.
   [C]. There is a wood retaining wall located near the Northeast corner of the subject property that crosses the property line as noted and shown hereon.

**ALTA CERTIFICATION**

To: Minnesota Senior Living LLC, a Minnesota limited liability company; Colliers Funding LLC, a Delaware limited liability company, its successors and assigns; TMSC of Wayzata, LLC, a Minnesota limited liability company; and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 7(a), 8, 9, 10(a)(b), 11,13, 14, 15, 16, 17, and 19 of Table A thereof. The field work was completed on 02-17-2021.

Dated this 22nd day of February, 2021.

Rory L. Synstelien Minnesota License No. 44565
rory@civilsitegroup.com

## Linetype & Symbol Legend

- G — GASMAIN
- G (dashed) — GASMAIN (RECORD)
- W — WATERMAIN
- W (dashed) — WATERMAIN (RECORD)
- > — SANITARY SEWER
- > (dashed) — SANITARY SEWER (RECORD)
- >> — STORM SEWER
- >> (dashed) — STORM SEWER (RECORD)
- C — COMMUNICATIONS LINE
- C (dashed) — COMMUNICATIONS LINE (RECORD)
- E — ELECTRIC LINE
- E (dashed) — ELECTRIC LINE (RECORD)
- OH — OVERHEAD UTILITIES
- x — CHAINLINK FENCELINE
- □ — WOODEN FENCELINE
- o — GUARDRAIL
- CONCRETE SURFACE
- PAVER SURFACE
- BITUMINOUS SURFACE
- GRAVEL/LANDSCAPE SURFACE
- SIGN
- UTILITY MANHOLE
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- ROOF DRAIN
- TELEPHONE BOX
- TELEPHONE MANHOLE
- ELECTRIC TRANSFORMER
- TRAFFIC SIGNAL
- CABLE TV BOX
- ELECTRICAL METER
- GAS METER
- FOUND IRON MONUMENT
- SET IRON MONUMENT
- CAST IRON MONUMENT
- AIR CONDITIONER
- BOLLARD
- ELECTRIC MANHOLE
- FLAG POLE
- FLARED END SECTION
- GAS VALVE
- HANDICAP SYMBOL
- HYDRANT
- WATER MANHOLE
- WATER VALVE
- POWER POLE
- GUY WIRE
- CONIFEROUS TREE
- DECIDUOUS TREE

**CivilSite GROUP**
Civil Engineering • Surveying • Landscape Architecture
4931 W. 35th Street, Suite 200
St. Louis Park, MN 55416
civilsitegroup.com 612-615-0060

PROJECT
**Moments Wayzata**
**163 Wayzata Blvd. W, Wayzata, Hennepin County, MN 55391**

CLIENT
**Waite Holdings**

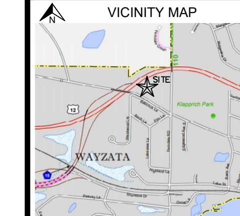
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

RORY L. SYNSTELIEN
DATE 2-22-2021 LICENSE NO. 44565

QA/QC

| | |
|---|---|
| FIELD CREW | JN/DT |
| DRAWN BY | SW |
| REVIEWED BY | CJ |
| UPDATED BY | . |

VICINITY MAP




REVISION SUMMARY

| DATE | DESCRIPTION | |
|---|---|---|
| 3-24-21 | Update Certification | SW |
| 3-30-21 | Zoning Letter | SW |
| 5-25-2021 | Pond North | |
| . | . | |
| . | . | |
| . | . | |

PROJECT NO.: 21029

ALTA/NSPS LAND TITLE SURVEY

V1.0

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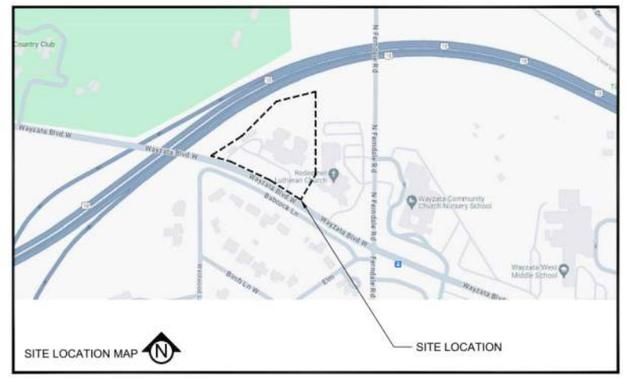
# MOMENTS OF WAYZATA

WAYZATA, MINNESOTA

ISSUED FOR: CITY SUBMITTAL




| PROJECT CONTACTS | | |
|---|---|---|
| | NAME & ADDRESS | CONTACT |
| CIVIL ENGINEER | CIVIL SITE GROUP<br>5000 GLENWOOD AVE<br>GOLDEN VALLEY, MN 55422 | MATT PAVEK<br>612-615-0060<br>MPAVEK@CIVILSITEGROUP.COM |
| LANDSCAPE ARCHITECT | CIVIL SITE GROUP<br>5000 GLENWOOD AVE<br>GOLDEN VALLEY, MN 55422 | ROBERT BINDER<br>612-615-0060<br>RBINDER@CIVILSITEGROUP.COM |
| DEVELOPER | WAITE HOLDINGS<br>7900 EXCELSIOR BLVD., SUITE 105G<br>HOPKINS, MN 55343 | ELIZABETH WRIGHT<br>ELIZABETH@THEMOMENTS.COM |
| PROPERTY OWNER | WAITE HOLDINGS<br>7900 EXCELSIOR BLVD., SUITE 105G<br>HOPKINS, MN 55343 | ELIZABETH WRIGHT<br>ELIZABETH@THEMOMENTS.COM |
| ARCHITECT | FIRM GROUND ARCHITECTS AND ENGINEERS<br>273 MARKET STREET, #368<br>MINNEAPOLIS, MN 55405 | TOM WASMOEN<br>612-619-1835<br>TWASMOEN@FIRMGROUNDAE.COM |
| SURVEYOR | CIVIL SITE GROUP<br>5000 GLENWOOD AVE<br>GOLDEN VALLEY, MN 55422 | RORY SYNSTELIEN<br>612-615-0060<br>RORY@CIVILSITEGROUP.COM |
| GEOTECHNICAL ENGINEER | TBD | CONTACT NAME<br>PHONE NUMBER<br>EMAIL |

ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

811 Know what's below. Call before you dig.

SHEET INDEX


| SHEET NUMBER | SHEET TITLE |
|---|---|
| C0.0 | TITLE SHEET |
| C0.1 | PROJECT NOTES |
| C1.0 | REMOVALS PLAN |
| C1.1 | TREE PRESERVATION PLAN |
| C2.0 | SITE PLAN |
| C2.1 | TURNING MOVEMENT |
| C3.0 | GRADING PLAN |
| C4.0 | UTILITY PLAN |
| C5.0 | CIVIL DETAILS |
| C5.1 | CIVIL DETAILS |
| C5.2 | CIVIL DETAILS |
| L1.0 | OVERALL LANDSCAPE PLAN |
| L1.1 | LANDSCAPE PLAN -NW SECTION |
| L1.2 | LANDSCAPE PLAN - NE SECTION |
| L1.3 | LANDSCAPE PLAN - SW SECTION |
| L1.4 | LANDSCAPE PLAN - SE SECTION |
| L2.0 | LANDSCAPE PLAN NOTES & DETAILS |
| SW1.0 | SWPPP - EXISTING CONDITIONS |
| SW1.1 | SWPPP - PROPOSED CONDITIONS |
| SW1.2 | SWPPP - DETAILS & NARRATIVE |
| SW1.3 | SWPPP - NARRATIVE |



CivilSite GROUP
5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060


PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

MOMENTS OF WAYZATA
163 WAYZATA BLVD. WAYZATA, MN 55391

WAITE HOLDINGS
7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek

DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/12/24 | CITY SUBMITTAL |
| 02/27/24 | CITY SUBMITTAL UPDATE |

DRAWN BY: KG, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21029.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

TITLE SHEET

C0.0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## GENERAL GRADING NOTES:

1. **CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.**
2. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
4. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
5. ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR AQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE
6. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
7. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
8. PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
9. GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
10. PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
11. PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
13. IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
14. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
15. FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
16. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
17. TOLERANCES
    - 17.1. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
    - 17.3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
    - 17.4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
18. MAINTENANCE
    - 18.1. THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
    - 18.2. CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD. ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDED AND MULCHED.
    - 18.3. WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

## GENERAL UTILITY NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
4. UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
5. CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
6. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
7. ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
8. ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 & F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
9. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
10. UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
11. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
12. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
13. HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
14. A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
15. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
16. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
17. CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
18. COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
19. COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
20. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
21. ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
22. CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
23. CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
24. CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
25. ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
26. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.
27. FOR ALL SITES LOCATED IN CLAY SOIL AREAS, DRAIN TILE MUST BE INSTALLED AT ALL LOW POINT CATCH BASINS 25' IN EACH DIRECTION. SEE PLAN AND DETAIL. INSTALL LOW POINT DRAIN TILE PER PLANS AND GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS.

## IRRIGATION NOTES:

1. ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
3. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
4. SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
5. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
6. IRRIGATION WATER LINE CONNECTION SIZE IS 1-½" AT BUILDING. VERIFY WITH MECHANICAL PLANS COVAGE.
7. ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
8. ALL LATERAL LINES SHALL BE 12" BELLOW FINISHED GRADE.
9. ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
10. CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
11. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
12. FABRICATE ALL PIPE TO MANUFACTURE'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
13. BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
14. ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
15. GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
16. IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
17. CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
18. AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
19. ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
20. USE SCREENS ON ALL HEADS.
21. A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
22. ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
23. ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTENT 3" BEYOND PERIMETER OF VALVE BOX.
24. THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

## LANDSCAPE NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. WHERE SHOWN, SHRUB & PERENNIAL BEDS SHALL BE MULCHED WITH 4" DEPTH (MINIMUM AFTER INSTALLATION AND/OR TOP DRESSING OPERATIONS) OF SHREDDED CEDAR MULCH.
3. ALL TREES SHALL BE MULCHED WITH SHREDDED CEDAR MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
4. IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
5. PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
6. UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
7. CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
8. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
9. COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
10. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
11. REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
12. SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
13. PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
14. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INLCUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.

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CivilSite GROUP
5050 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
Civilsite@csg.com
612-615-0060


PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

**MOMENTS OF WAYZATA**
163 WAYZATA BLVD, WAYZATA, MN 55391

**WAITE HOLDINGS**
7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek
DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/27/2024 | CITY SUBMITTAL |
| 03/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21026-01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

PROJECT NOTES

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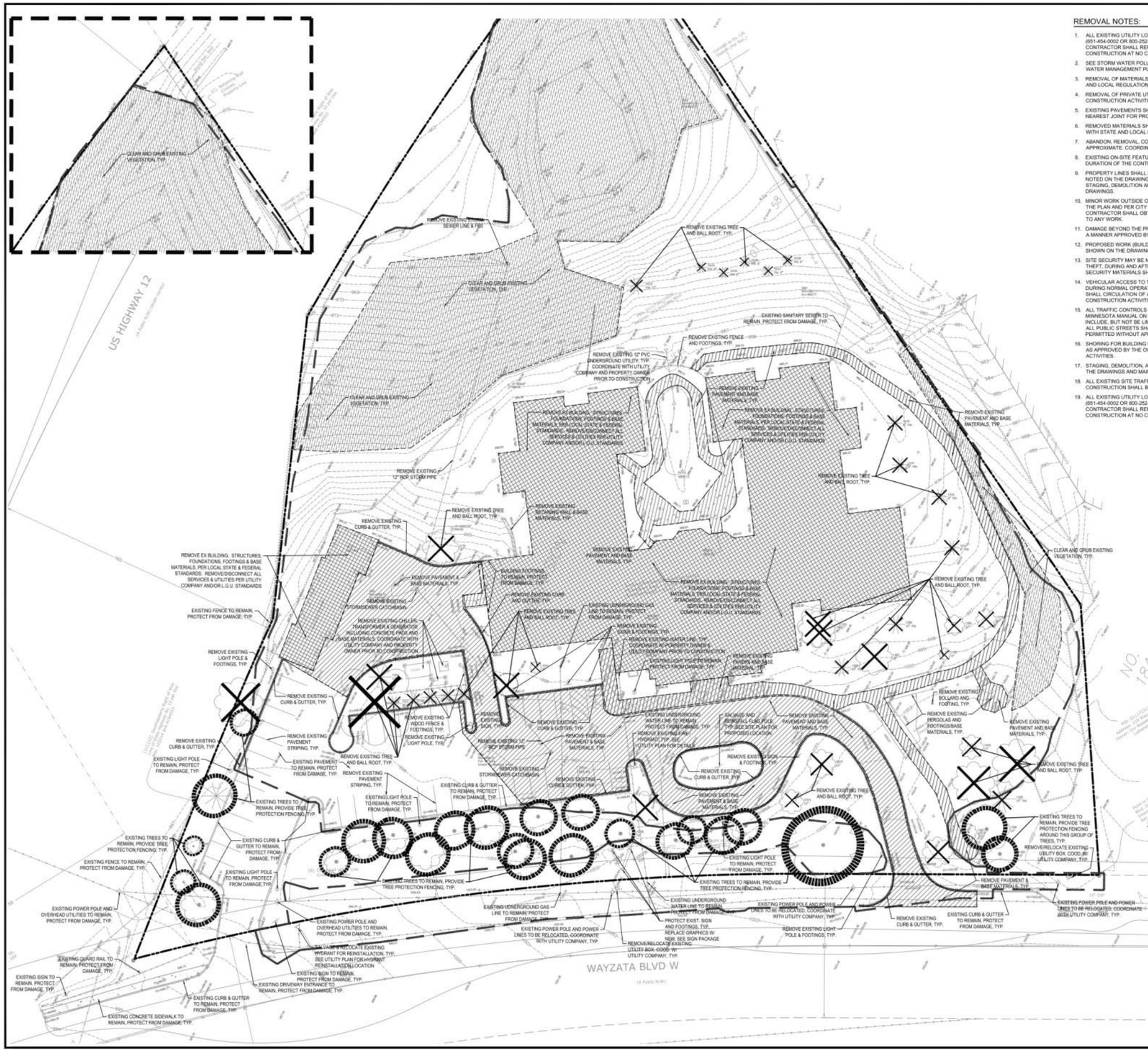


## REMOVAL NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
3. REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
4. REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
5. EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
6. REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
7. ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
8. EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
9. PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
10. MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
11. DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
12. PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
13. SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
14. VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS, AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
15. ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
16. SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
17. STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
18. ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
19. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

## CITY OF WAYZATA REMOVAL NOTES:

1. RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

## EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.3

## OWNER INFORMATION

WAITE HOLDINGS
7900 EXCELSIOR BLVD., SUITE 105G
HOPKINS, MN 55343
ELIZABETH WRIGHT
ELIZABETH@THEMOMENTS.COM

## REMOVALS LEGEND:

- REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PVMTS.
- REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
- REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
- CONSTRUCTION LIMITS
- PROPERTY LINE
- REMOVE CURB AND GUTTER. IF IN RIGHT-OF-WAY, COORDINATE WITH LOCAL GOVERNING UNIT.
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

Know what's below. Call before you dig.

1" = 20'-0"

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PROJECT

# MOMENTS OF WAYZATA

163 WAYZATA BLVD, WAYZATA, MN 55391

**WAITE HOLDINGS**

7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek

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DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21026.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

REMOVALS PLAN

C1.0

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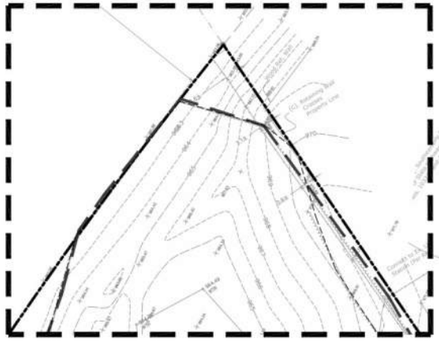
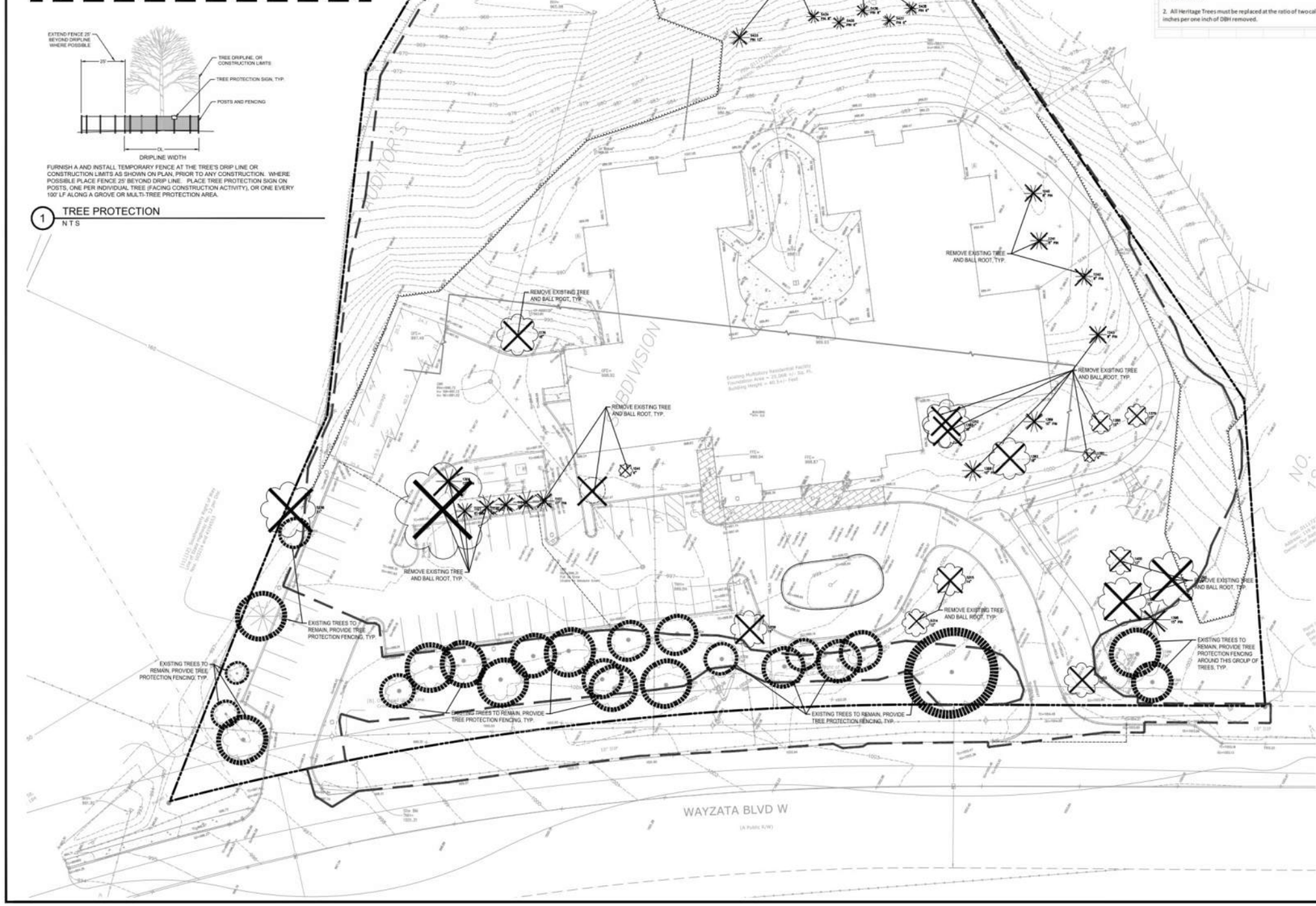





FURNISH A AND INSTALL TEMPORARY FENCE AT THE TREE'S DRIP LINE OR CONSTRUCTION LIMITS AS SHOWN ON PLAN, PRIOR TO ANY CONSTRUCTION. WHERE POSSIBLE PLACE FENCE 25' BEYOND DRIP LINE. PLACE TREE PROTECTION SIGN ON POSTS, ONE PER INDIVIDUAL TREE (FACING CONSTRUCTION ACTIVITY), OR ONE EVERY 100' LF ALONG A GROVE OR MULTI-TREE PROTECTION AREA.

1 TREE PROTECTION
NTS




## TREE REPLACEMENT CALCULATIONS:

| | NO. | DBH | TREES REMOVED | DBH REMOVED | % DBH REMOVED | MAX. % DBH REMOVAL ALLOWED | DIFFERENCE |
|---|---|---|---|---|---|---|---|
| SIGNIFICANT TREES | 55 | 738 | 36 | 356 | 48.2% | 10% | 282.2 |
| HERITAGE TREES | 1 | 36 | 0 | 0 | 0.0% | 0% | 0 |
| TOTAL | | | | | | | |
| REQUIRED REPLACEMENT | | | | | | | |
| SIGNIFICANT DBH (1:1 RATIO) | | 282.2 | | | | | |
| HERITAGE DBH (2:1 RATIO) | | 0 | | | | | |
| TOTAL | | 282.2 | 95 TREES @ | | 3 CAL IN | | |

H - "Heritage Tree" means a Healthy Softwood Deciduous Tree that is 30 inches or greater in DBH, a Healthy Hardwood Deciduous Tree that is 25 inches or greater in DBH, or a Healthy Coniferous Tree that is 25 inches or greater in DBH.

s - "Significant Tree" means a Healthy Deciduous Hardwood Tree that is six inches or greater in DBH, a Healthy Softwood Deciduous Tree that is 12 inches or greater in DBH, or a Healthy Coniferous Tree that is 12 feet or greater in height or 12 inches or greater in DBH

A. Tree Replacement Formula. Replacement of removed or disturbed trees in excess of the percentage allowed by this section shall be according to the following ratios.

1. For any removal that exceeds the percentage of allowable removal of Significant Trees as set in Section 936.07, all Significant Trees shall be replaced at the ratio of one caliper inch per one inch of DBH removed.

2. All Heritage Trees must be replaced at the ratio of two caliper inches per one inch of DBH removed.

TRD - Deciduous tree species, for the purpose of the Tree replacement calculations all deciduous trees are being categorized as "hardwood".

TRC - Coniferous tree species, for the purposes of the Tree Replacement calculation all these are considered "coniferous".

NA/DEAD - Trees, which at the time of survey, were dead or dying. These trees with this designation are not included in the Tree Replacement Calculations and

## TREE SURVEY:

| NO. | TYPE | SIZE | CLASS | REMOVED |
|---|---|---|---|---|
| 1041 | TRD | 6 | S | X |
| 1102 | TRC | 10 | S | X |
| 1103 | TRC | 12 | S | X |
| 1104 | TRC | 10 | S | X |
| 1105 | TRC | 12 | S | X |
| 1107 | TRC | 8 | S | X |
| 1146 | TRD | NA/DEAD | | X |
| 1176 | TRD | 18 | S | X |
| 1240 | TRC | 8 | S | X |
| 1241 | TRC | 8 | S | X |
| 1242 | TRC | 8 | S | X |
| 1243 | TRC | 8 | S | X |
| 1252 | TRD | 21 | S | X |
| 1309 | TRC | 12 | S | X |
| 1379 | TRD | 10 | S | X |
| 1380 | TRD | 10 | S | X |
| 1381 | TRD | 6 | S | X |
| 1383 | TRD | 18 | S | X |
| 1387 | TRD | 18 | S | X |
| 1388 | TRC | 10 | S | X |
| 1389 | TRC | 10 | S | X |
| 1392 | TRD | 24 | S | X |
| 1395 | TRD | 18 | S | |
| 1396 | TRD | 24 | S | |
| 1397 | TRD | 8 | S | |
| 1398 | TRC | NA/DEAD | | X |
| 1399 | TRD | 21 | S | X |
| 1400 | TRD | 12 | S | X |
| 1403 | TRD | NA/DEAD | | X |
| 5288 | TRD | NA/DEAD | | X |
| 5289 | TRD | 12 | S | |
| 5290 | TRC | 18 | S | |
| 5291 | TRD | 8 | S | |
| 5292 | TRD | 10 | S | |
| 5293 | TRD | 18 | S | |
| 5294 | TRD | 12 | S | |
| 5295 | TRD | 18 | S | |
| 5296 | TRD | 16 | S | |
| 5297 | TRD | 18 | S | |
| 5299 | TRD | 18 | S | |
| 5300 | TRD | 18 | S | |
| 5301 | TRD | 16 | S | |
| 5302 | TRD | 18 | S | |
| 5303 | TRD | 16 | S | |
| 5304 | TRD | 16 | S | |
| 5305 | TRD | 20 | S | |
| 5308 | TRD | 16 | S | |
| 5309 | TRD | 16 | S | X |
| 5310 | TRD | 16 | S | |
| 5311 | TRD | 16 | S | |
| 5312 | TRD | 16 | S | |
| 5313 | TRD | 16 | S | |
| 5314 | TRD | NA/DEAD | | X |
| 5315 | TRD | 14 | S | X |
| 5316 | TRD | 36 | H | |
| 5433 | TRC | 12 | S | X |
| 5434 | TRC | 8 | S | X |
| 5435 | TRC | 6 | S | X |
| 5436 | TRC | 8 | S | X |
| 5437 | TRC | 6 | S | X |
| 5438 | TRC | 6 | S | X |

## TREE REMOVAL NOTES:

1. TREES WILL BE REVIEWED/EXAMINED ON-SITE TO DETERMINE FINAL PRESERVATION AND REMOVAL STATUS, AS WELL AS FOR ADDITIONAL PROFESSIONAL TRIMMING.
2. ALL TREE WORK SHALL BE IN COORDINATION AND APPROVAL OF THE CITY FORESTER, INCLUDING ADJUSTMENTS OF THE ABOVE REPLACEMENT CALCULATIONS AS NEEDED
3. ALL WORK SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST OR HORTICULTURIST WITH MIN. 5 YEARS PRACTICAL EXPERIENCE

## TREE PRESERVATION LEGEND:

- CONSTRUCTION LIMITS
- PROPERTY LINE
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

Know what's below. Call before you dig.

1" = 20'-0"


CivilSite GROUP
5500 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060


PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA

163 WAYZATA BLVD, WAYZATA, MN 55391

WAITE HOLDINGS

7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek

DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/27/2024 | CITY SUBMITTAL |
| 03/22/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY KG, JR REVIEWED BY RB, PS, MP

PROJECT NUMBER 21026.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

TREE PRESERVATION PLAN

C1.1

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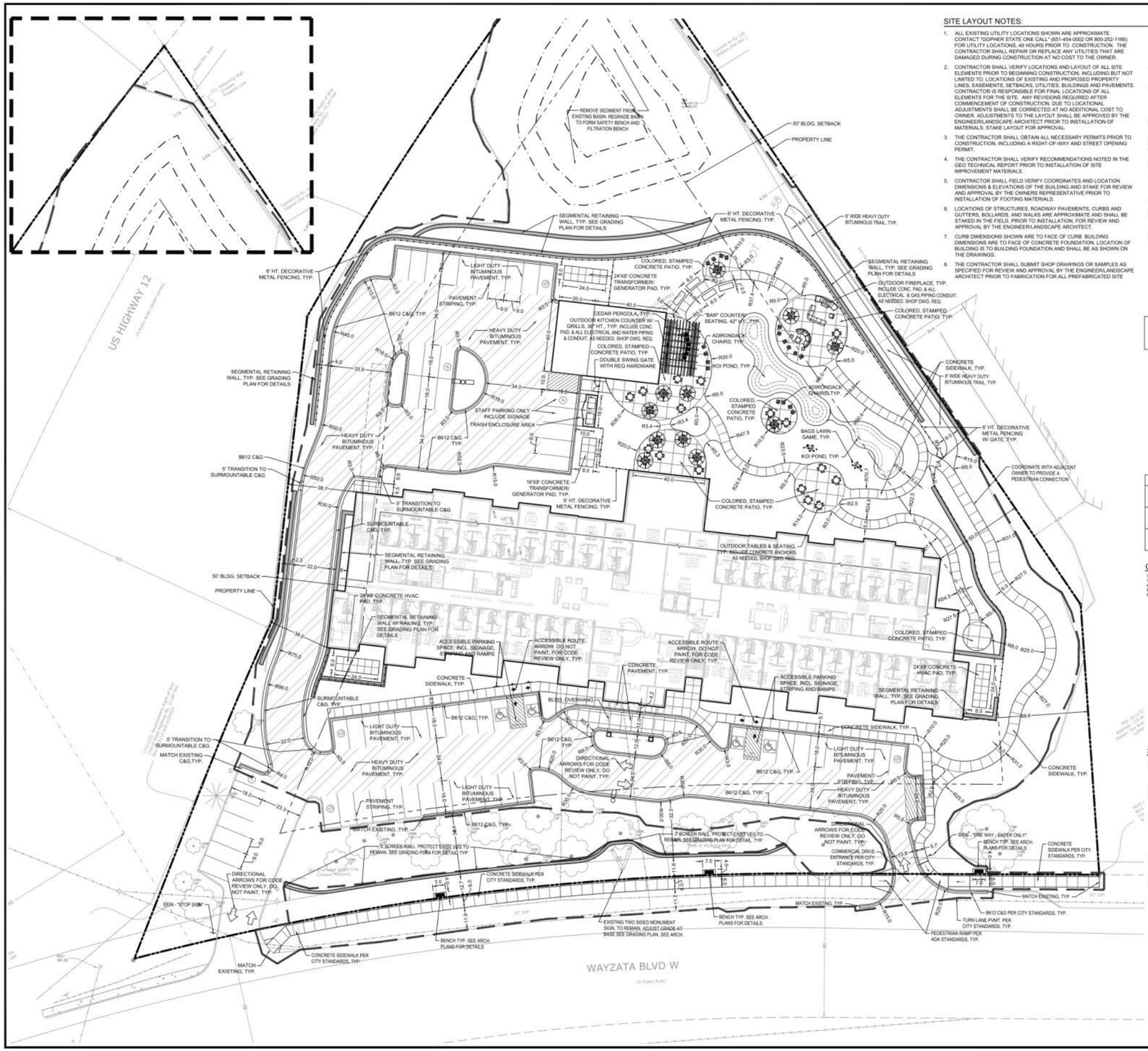


## SITE LAYOUT NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO; LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
9. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
10. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC, WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
11. SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
12. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
14. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
15. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
16. ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
17. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
18. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
19. CONTRACTOR IS RESPONSIBLE TO INSTALL ANY SIDEWALK AND CURBING PER DESIGN PLAN. CONTRACTOR TO VERIFY ALL CURBS AND SIDEWALKS WILL DRAIN PROPERLY IN FIELD CONDITIONS. **CONTRACTOR MUST CONTACT THE CIVIL ENGINEER 24-HOURS PRIOR TO ANY CURB AND/OR SIDEWALK INSTALLATION TO REVIEW AND INSPECT CURB STAKES. CONTRACTOR IS RESPONSIBLE FOR ANY CURB OR SIDEWALK REPLACEMENT IF THIS PROCEDURE IS NOT FOLLOWED.**

## CITY OF WAYZATA SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC SITE NOTES.

## OPERATIONAL NOTES

| | |
|---|---|
| SNOW REMOVAL | ALL SNOW SHALL BE STORED ON-SITE OUTSIDE IN OPEN LANDSCAPE AREAS. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS OFF-SITE. |
| TRASH REMOVAL | TRASH SHALL BE PLACED IN EXTERIOR TRASH AREA AND REMOVED BY COMMERCIAL CO. WEEKLY. |
| DELIVERIES | DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FED-EX, USPS). |

## OWNER INFORMATION

WAITE HOLDINGS
7900 EXCELSIOR BLVD., SUITE 105G
HOPKINS, MN 55343
ELIZABETH WRIGHT
ELIZABETH@THEMOMENTS.COM

## SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
  HC = ACCESSIBLE SIGN
  NP = NO PARKING FIRE LANE
  ST = STOP
  CP = COMPACT CAR PARKING ONLY
- ACCESSIBILITY ROUTE ARROW (IF APPLICABLE) DO NOT PAINT.

Know what's below. Call before you dig.

1" = 20'-0"


CivilSite GROUP
5050 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060


PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA

163 WAYZATA BLVD, WAYZATA, MN 55391

**WAITE HOLDINGS**

7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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Matthew R. Pavek

DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/01/2024 | CITY SUBMITTAL |
| 02/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KG, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER 21029-01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

SITE PLAN

C2.0

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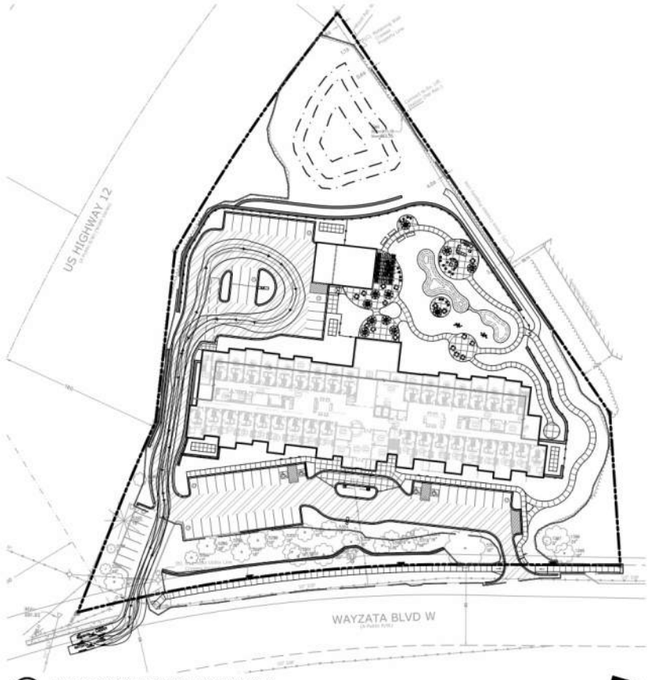
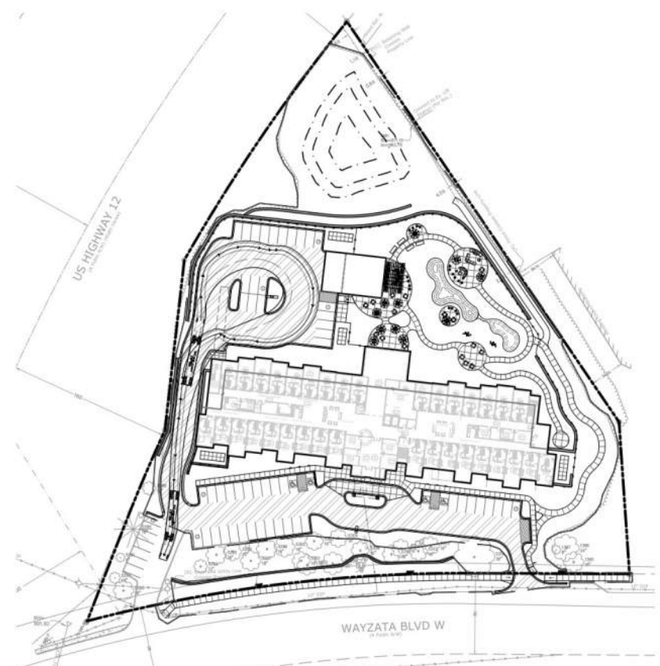



1 FIRE TRUCK TURNING MOVEMENT 1

2 FIRE TRUCK TURNING MOVEMENT 2




3 WB-62 TRUCK TURNING MOVEMENT 1

SEE SHEET C2.0 FOR GENERAL SITE NOTES & LEGEND

811 Know what's below. Call before you dig.

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GOLDEN VALLEY, MN 55422
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612-615-0060

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TURNING MOVEMENT

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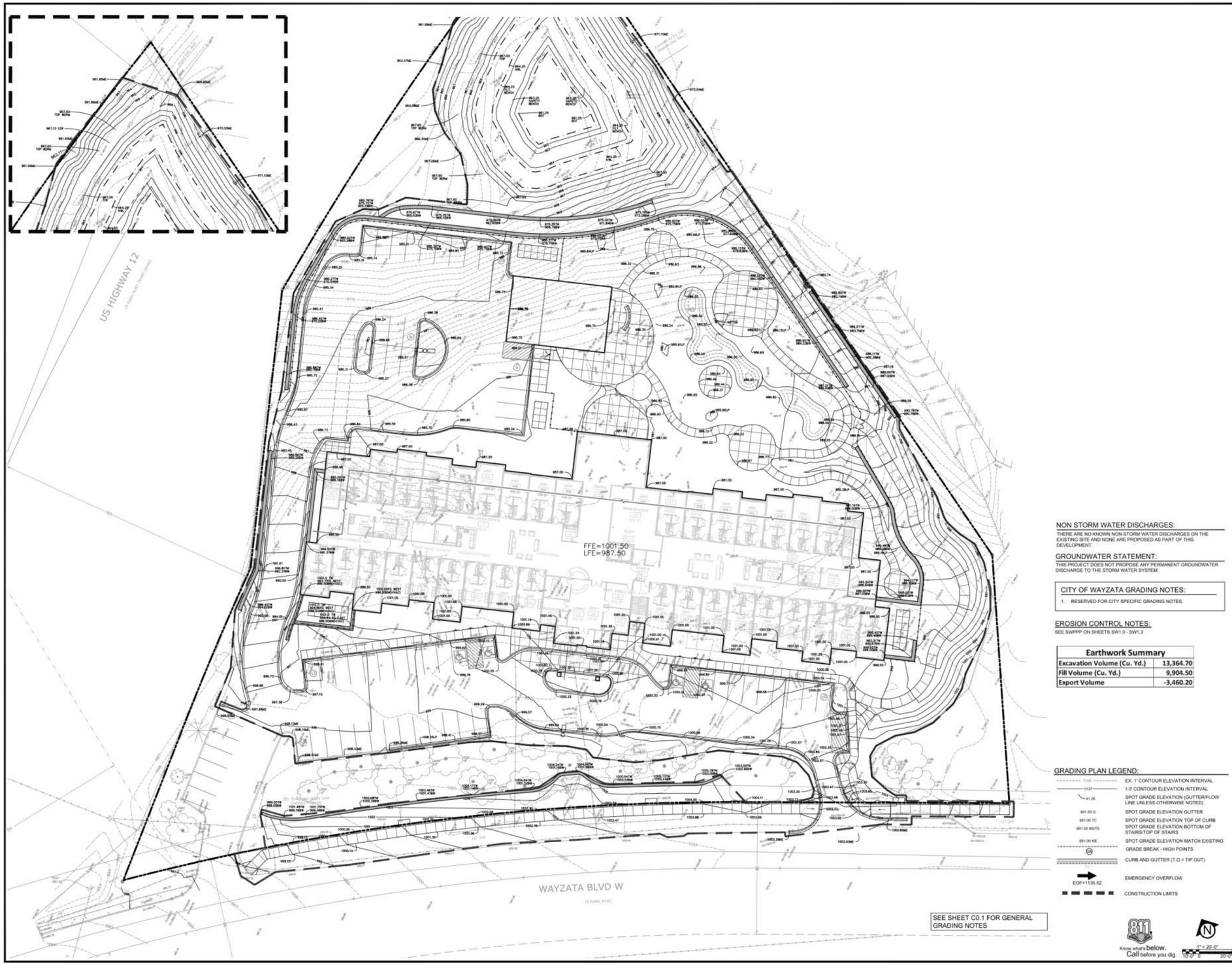


NON STORM WATER DISCHARGES:

THERE ARE NO KNOWN NON-STORM WATER DISCHARGES ON THE EXISTING SITE AND NONE ARE PROPOSED AS PART OF THIS DEVELOPMENT.

GROUNDWATER STATEMENT:

THIS PROJECT DOES NOT PROPOSE ANY PERMANENT GROUNDWATER DISCHARGE TO THE STORM WATER SYSTEM.

CITY OF WAYZATA GRADING NOTES:

1. RESERVED FOR CITY SPECIFIC GRADING NOTES.

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.3

| Earthwork Summary | |
|---|---|
| Excavation Volume (Cu. Yd.) | 13,364.70 |
| Fill Volume (Cu. Yd.) | 9,904.50 |
| Export Volume | -3,460.20 |

GRADING PLAN LEGEND:

| | |
|---|---|
| 1125 | EX. 1' CONTOUR ELEVATION INTERVAL |
| 1137 | 1.0' CONTOUR ELEVATION INTERVAL |
| 41.26 | SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED) |
| 891.00 G | SPOT GRADE ELEVATION GUTTER |
| 891.00 TC | SPOT GRADE ELEVATION TOP OF CURB |
| 891.00 BS/TS | SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS |
| 891.00 ME | SPOT GRADE ELEVATION MATCH EXISTING |
| HP | GRADE BREAK - HIGH POINTS |
| | CURB AND GUTTER (T.O = TIP OUT) |
| EOF=1135.52 | EMERGENCY OVERFLOW |
| | CONSTRUCTION LIMITS |

SEE SHEET C0.1 FOR GENERAL GRADING NOTES

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GOLDEN VALLEY, MN 55422
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DRAWN BY KB, JR REVIEWED BY RB, PS, MP

PROJECT NUMBER 21029-01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

GRADING PLAN

C3.0

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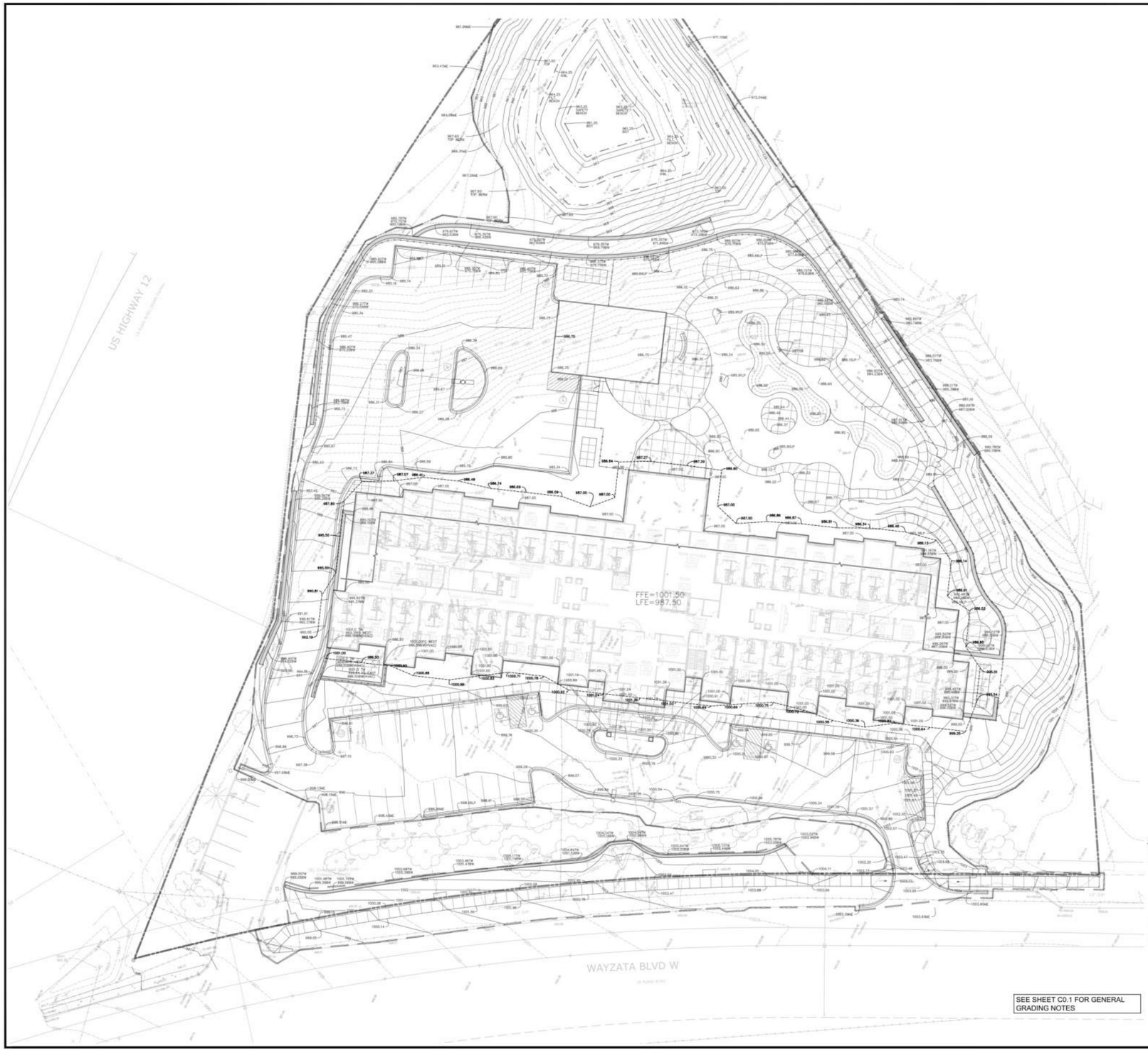


| PT# | Station | Northing | Easting | Elevation |
|---|---|---|---|---|
| 2285 | 0+00.00 | 167698.40 | 463267.53 | 1001.00 |
| 2094 | 0+20.00 | 167685.81 | 463283.07 | 986.50 |
| 2136 | 0+36.46 | 167675.55 | 463295.94 | 1000.60 |
| 2173 | 0+50.32 | 167664.19 | 463303.87 | 1000.88 |
| 2174 | 0+70.32 | 167651.69 | 463319.49 | 1000.88 |
| 2175 | 0+86.81 | 167644.62 | 463334.48 | 1000.83 |
| 2189 | 1+03.36 | 167637.82 | 463349.49 | 1000.71 |
| 2190 | 1+23.38 | 167625.33 | 463365.11 | 1000.78 |
| 2193 | 1+38.66 | 167611.91 | 463372.43 | 1000.92 |
| 2199 | 1+58.66 | 167599.42 | 463388.05 | 1001.24 |
| 2201 | 1+78.66 | 167586.93 | 463403.67 | 1001.38 |
| 2203 | 1+98.66 | 167574.44 | 463419.29 | 1001.03 |
| 2205 | 2+18.66 | 167561.94 | 463434.91 | 1000.69 |
| 2207 | 2+35.96 | 167553.72 | 463450.13 | 1000.69 |
| 2209 | 2+53.26 | 167545.26 | 463465.22 | 1000.75 |
| 2210 | 2+70.95 | 167532.48 | 463477.44 | 1000.72 |
| 2211 | 2+87.56 | 167519.38 | 463487.67 | 1000.58 |
| 2213 | 3+06.04 | 167506.55 | 463500.96 | 1000.36 |
| 2215 | 3+22.53 | 167499.68 | 463515.96 | 1000.83 |
| 2217 | 3+42.53 | 167487.19 | 463531.58 | 1000.64 |
| 2219 | 3+62.53 | 167474.69 | 463547.19 | 999.25 |
| 2221 | 3+79.08 | 167484.67 | 463560.40 | 995.54 |
| 2223 | 3+99.08 | 167500.29 | 463572.89 | 995.51 |
| 2225 | 4+13.26 | 167514.46 | 463572.33 | 986.80 |
| 2227 | 4+33.26 | 167530.08 | 463584.82 | 986.53 |
| 2229 | 4+48.16 | 167543.62 | 463578.61 | 986.61 |
| 2231 | 4+68.16 | 167559.24 | 463591.10 | 986.14 |
| 2233 | 4+82.30 | 167573.33 | 463589.91 | 986.13 |
| 2235 | 5+00.00 | 167586.31 | 463577.88 | 986.48 |
| 2237 | 5+20.00 | 167598.80 | 463562.28 | 986.34 |
| 2239 | 5+38.11 | 167608.48 | 463546.95 | 986.81 |
| 2241 | 5+58.11 | 167620.97 | 463531.33 | 986.87 |
| 2243 | 5+77.27 | 167632.16 | 463515.77 | 986.86 |
| 2245 | 5+94.40 | 167640.34 | 463500.72 | 987.00 |
| 2247 | 6+08.61 | 167654.08 | 463497.10 | 987.00 |
| 2249 | 6+28.61 | 167669.70 | 463509.59 | 986.80 |
| 2251 | 6+48.21 | 167682.35 | 463494.62 | 987.29 |
| 2254 | 6+68.21 | 167694.84 | 463479.00 | 987.27 |
| 2256 | 6+86.15 | 167704.13 | 463463.65 | 986.84 |
| 2258 | 7+06.15 | 167688.51 | 463451.16 | 987.00 |
| 2260 | 7+20.88 | 167691.50 | 463436.94 | 987.00 |
| 2262 | 7+37.38 | 167704.68 | 463426.68 | 986.59 |
| 2264 | 7+57.38 | 167717.17 | 463411.06 | 986.69 |
| 2266 | 7+77.38 | 167729.66 | 463395.44 | 986.74 |
| 2268 | 7+95.49 | 167742.47 | 463382.63 | 986.49 |
| 2270 | 8+15.45 | 167754.80 | 463366.95 | 986.41 |
| 2272 | 8+32.06 | 167761.90 | 463351.93 | 987.07 |
| 2274 | 8+49.72 | 167770.97 | 463336.78 | 987.37 |
| 2276 | 8+64.13 | 167767.08 | 463322.89 | 987.80 |
| 2278 | 8+84.13 | 167751.46 | 463310.40 | 995.50 |
| 2280 | 9+04.13 | 167735.94 | 463297.91 | 995.50 |
| 2282 | 9+19.15 | 167729.26 | 463284.41 | 990.81 |
| 2284 | 9+39.15 | 167713.64 | 463271.92 | 992.19 |
| | | | Average Grade* | 992.74 |

| | |
|---|---|
| FFE | 1001.50 |
| Bldg Ht = Mid-point of Highest Roof | 31'2-17/64" |
| Mid-point Height | 1032.69 |
| Building Height from Average Grade | 39.95 |

GRADING PLAN LEGEND:

| | |
|---|---|
| 1125 | EX. 1' CONTOUR ELEVATION INTERVAL |
| 1137 | 1.0' CONTOUR ELEVATION INTERVAL |
| 41.26 | SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED) |
| 891.50 G | SPOT GRADE ELEVATION GUTTER |
| 891.00 TC | SPOT GRADE ELEVATION TOP OF CURB |
| 891.00 BS/TS | SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS |
| 891.00 ME | SPOT GRADE ELEVATION MATCH EXISTING |
| GB | GRADE BREAK - HIGH POINTS |
| | CURB AND GUTTER (T.O = TIP OUT) |
| EOF=1135.52 | EMERGENCY OVERFLOW |
| | CONSTRUCTION LIMITS |

SEE SHEET C0.1 FOR GENERAL GRADING NOTES

Know what's below. Call before you dig.

1" = 20'-0"

CivilSite GROUP
5050 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA

163 WAYZATA BLVD, WAYZATA, MN 55391

WAITE HOLDINGS

7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek

DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/27/2024 | CITY SUBMITTAL |
| 03/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP

PROJECT NUMBER: 21029.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

AVERAGE GRADE PLANE EXHIBIT

C3.1

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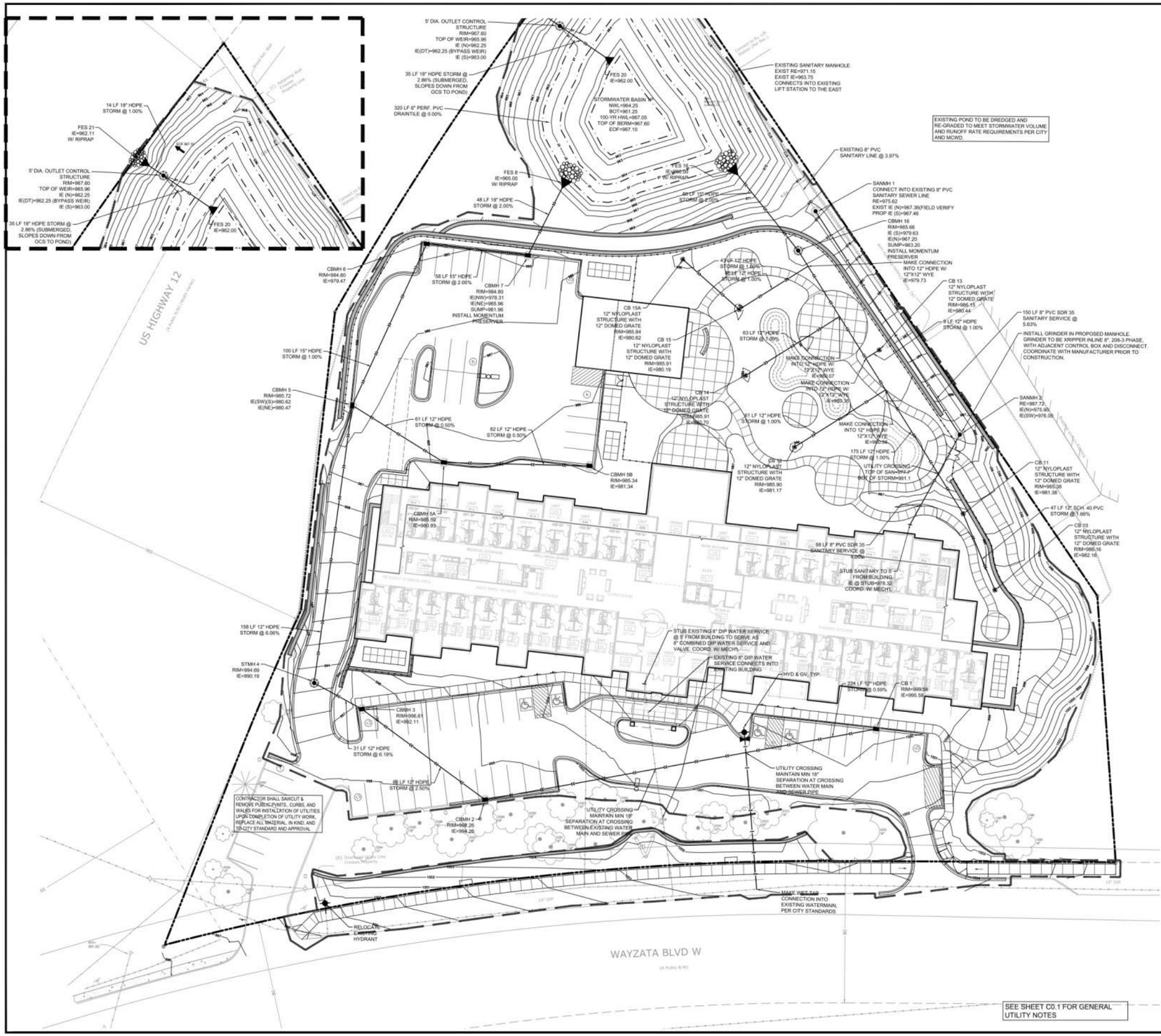


CITY OF WAYZATA UTILITY NOTES:

1. RESERVED FOR CITY SPECIFIC UTILITY NOTES.

UTILITY LEGEND:

- CATCH BASIN
- MANHOLE
- GATE VALVE AND VALVE BOX
- PROPOSED FIRE HYDRANT
- DRAINTILE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- FES AND RIP RAP
- CONSTRUCTION LIMITS

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CivilSite GROUP
5500 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
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Matthew R. Pavek

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| DATE | DESCRIPTION |
|---|---|
| 02/27/2024 | CITY SUBMITTAL |
| 03/22/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KSI, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21029.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

UTILITY PLAN

C4.0

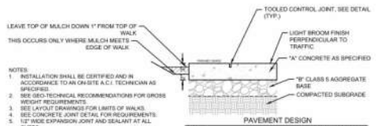
COPYRIGHT 2024 CVS, S79 GROUP, INC.

PAVEMENT DESIGN

| TYPE | WEAR (A) | BASE (B) | AGG.(C) |
|---|---|---|---|
| LIGHT DUTY | X" | X" | X" |
| HEAVY DUTY | X" | X" | X" |

NOTE:
IF NO DESIGN IS DEFINED IN ABOVE CHART, SEE GEOTECH REPORT FOR FINAL PAVEMENT SECTION.
IF DESIGN IS DEFINED IN ABOVE CHART, IT SHOULD BE CONSIDERED FOR BIDDING PURPOSES ONLY. REFER TO GEOTECH FOR FINAL PAVEMENT SECTION.

## 1 BITUMINOUS PAVEMENT - ALL TYPES
N T S



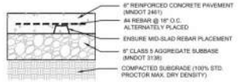

NOTES:
1. INSTALLATION SHALL BE CERTIFIED AND IN ACCORDANCE TO AN ON-SITE A.C.I. TECHNICIAN AS SPECIFIED.
2. SEE GEO-TECHNICAL RECOMMENDATIONS FOR GROSS WEIGHT REQUIREMENTS.
3. SEE LAYOUT DRAWINGS FOR LIMITS OF WALKS.
4. SEE CONCRETE JOINT DETAIL FOR REQUIREMENTS.
5. 1/2" WIDE EXPANSION JOINT AND SEALANT AT ALL CURBS.
6. 6" NO DESIGN IS DEFINED IN CHART, SEE GEOTECH REPORT FOR FINAL PAVEMENT SECTION.
7. IF DESIGN IS DEFINED IN CHART, IT SHOULD BE CONSIDERED FOR BIDDING PURPOSES ONLY. REFER TO GEOTECH FOR FINAL PAVEMENT SECTION.

PAVEMENT DESIGN

| TYPE | CONC. (A) | AGG.(B) |
|---|---|---|
| WALKS | 5" | 6" |
| CONC. PVMT. | X" | X" |

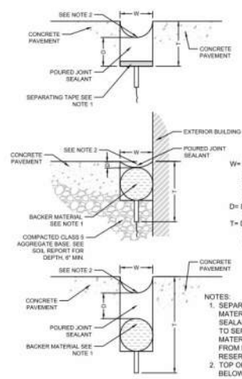
1. CURING
1.1. APPLY CURING COMPOUNDS IMMEDIATELY UPON FINISHING OF CONC. SURFACE.
1.2. ALL CONC. SURFACES SHALL HAVE CURING COMPOUNDS ALLIED PER ASTM C-309 AT 200 S.F. PER GAL.
1.3. CLA-CURING COMPOUNDS SHALL BE TYPE 1 (CLEAR) AND CLA-CHAN ACRYLIC BASED CLASS B RESTRICTED RESIN SOLEIS.

## 2 CONCRETE PVMT./WALK/PAD
N T S (PRIVATE PROPERTY)




NOTES:
1. SEE GEO-TECHNICAL REPORT FOR BASE RECOMMENDATIONS.
2. INSTALLATION SHALL BE IN ACCORDANCE TO A CERTIFIED, ON-SITE M.A.P.A. TECHNICIAN AS SPECIFIED.

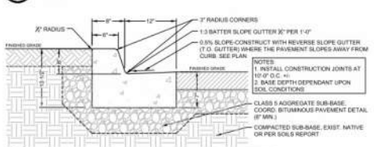
## 3 REINFORCED CONCRETE PAVEMENT
N T S




W= WIDTH OF SEALANT RESERVOIR
1/2" MINIMUN
5/8" MAXIMUM
EXCEPT FOR 3/4" EXPANSION JOINTS
D= DEPTH OF SEALANT
1.0 TO 1.5 TIMES W
T= DEPTH OF INTIAL SAWCUT, 1/4 OF THE SLAB THINKNESS FOR PAVEMENT LESS THAN 12"

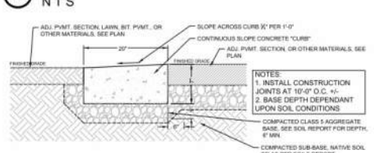
NOTES:
1. SEPARATING TAPE OR BACKER MATERIAL REQUIRED TO PREVENT JOINT SEALANT FROM FLOWING INTO SAWCUT, TO SEPARATE NONCOMPATIBLE MATERIALS AND TO PREVENT SEALANT FROM BONDING TO BOTTOM OF RESERVOIR.
2. TOP OF SEALANT WILL BE 1/8" TO 1/4" BELOW TOP OF PAVEMENT.

## 4 EXPANSION JOINT SEALANT DETAILS
N T S



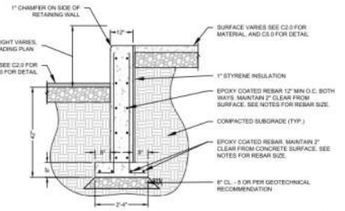

NOTES:
1. INSTALL CONSTRUCTION JOINTS AT 10'-0" O.C. +/-
2. BASE DEPTH DEPENDANT UPON SOIL CONDITIONS

## 5 B-612 CONCRETE CURB AND GUTTER
N T S




NOTES:
1. INSTALL CONSTRUCTION JOINTS AT 10'-0" O.C. +/-
2. BASE DEPTH DEPENDANT UPON SOIL CONDITIONS

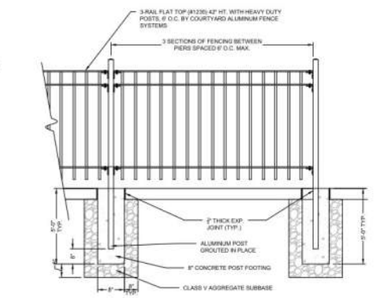
## 6 RIBBON CURB
N T S



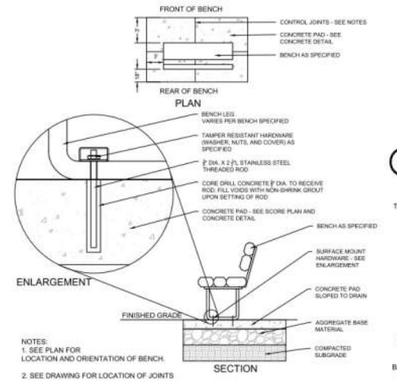

NOTES:
1. SOIL TESTING, COMPACTION, AND BACKFILLING SHALL BE IN ACCORDANCE TO THE GEO-TECHNICAL RECOMMENDATIONS OR AS SPECIFIED
2. CONTRACTOR SHALL INSTALL ANTI-SKATEBOARD DETERRENTS EVERY 36" OC.
3. SACK RUB THE EXPOSED FINISH AFTER THE FORMS ARE REMOVED.
4. CONCRETE WALL COLOR TO BE DECIDED BY OWNER AND ARCHITECT. CONTRACTOR SHALL PREPARE A MOCK UP SAMPLE FOR APPROVAL PRIOR TO CONSTRUCTION.
5. NO SPACE SHALL BE ALLOWED BETWEEN SIDEWALK, ALLEY, AND RETAINING WALL UNLESS OTHERWISE SHOWN. CONCRETE SHALL DIRECTLY ABUT FACE OR RETAINING WALL

REBAR SIZE:
1. USE #3 EPOXY COATED REBAR FOR WALLS UP TO 36" TALL
2. USE #4 EPOXY COATED REBAR FOR WALLS 36"-60" TALL.

## 7 CIP RETAINING WALL
N T S

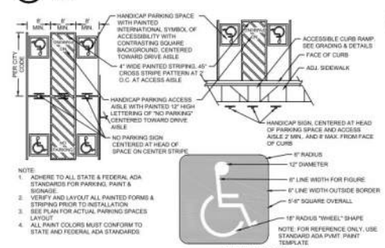



## 8 ALUMINUM FENCE - 6' HT.
N T S



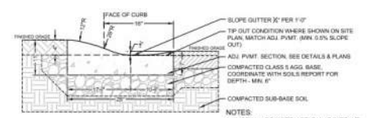

NOTES:
1. SEE PLAN FOR LOCATION AND ORIENTATION OF BENCH.
2. SEE DRAWING FOR LOCATION OF JOINTS
3. HARDWARE ASSEMBLY MAY VARY. INSTALL AND ASSEMBLE PER MANUFACTURERS RECOMMENDATIONS.

## 10 BENCH - SURFACE MOUNTED
N T S



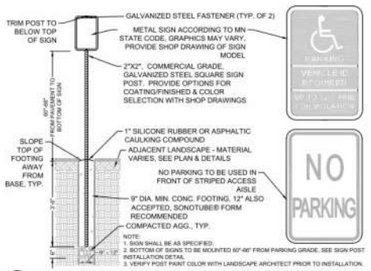

NOTE:
1. ADHERE TO ALL STATE & FEDERAL ADA STANDARDS FOR PARKING. PAINT & MARKING
2. VERIFY AND LAYOUT ALL PAINTED FORMS & STRIPING PRIOR TO INSTALLATION
3. SEE PLAN FOR ACTUAL PARKING SPACES LAYOUT
4. ALL PAINT COLORS MUST CONFORM TO STATE AND FEDERAL ADA STANDARDS

## 11 ACCESSIBLE PARKING PAVEMENT MARKING
N T S




NOTES:
1. INSTALL CONSTRUCTION JOINTS AT 10'-0" O.C. +/-
2. BASE DEPTH DEPENDANT UPON SOIL CONDITIONS, SEE SOILS REPORT

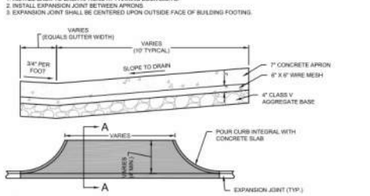
## 12 SURMOUNTABLE CURB
N T S



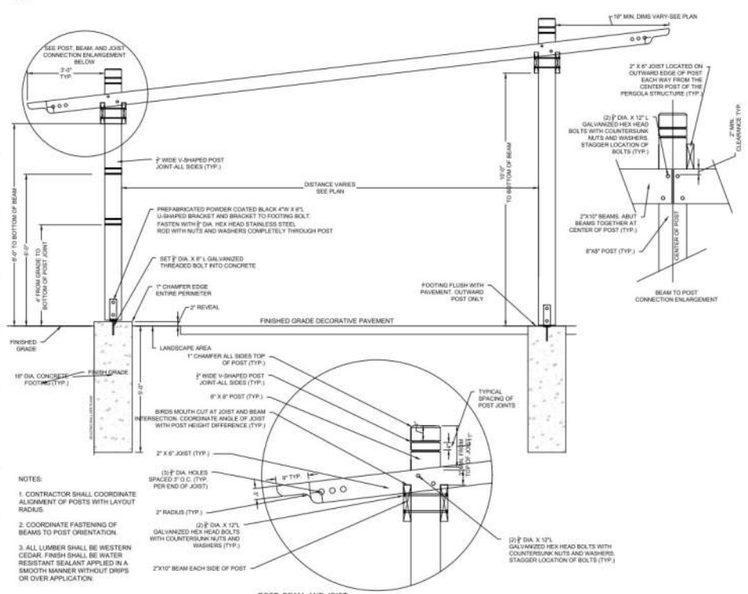

NOTE:
1. SIGN SHALL BE AS SPECIFIED.
2. BOTTOM OF SIGNS TO BE MOUNTED 60"-66" FROM PARKING GRADE, SEE SIGN POST INSTALLATION DETAIL.
3. VERIFY POST PAINT COLOR WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

## 13 ACCESSIBLE SIGN & CHANNEL POST - LANDSCAPE LOCATION
N T S

NOTES:
1. INSTALL BACK-TO-BACK APRONS AT PARKING DECK LIMITS.
2. INSTALL EXPANSION JOINT BETWEEN APRONS.
3. EXPANSION JOINT SHALL BE CENTERED UPON OUTSIDE FACE OF BUILDING FOOTING.

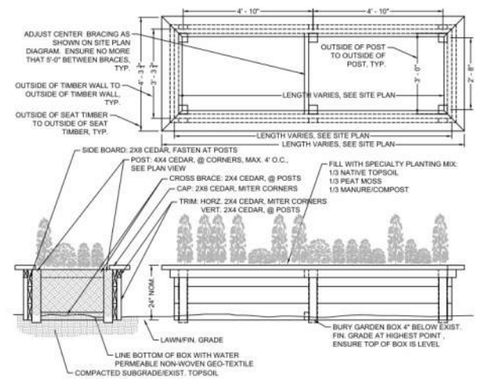



## 14 COMMERCIAL DRIVE APRON
N T S




NOTES:
1. CONTRACTOR SHALL COORDINATE ALIGNMENT OF POSTS WITH LAYOUT RADIUS.
2. COORDINATE FASTENING OF BEAMS TO POST ORIENTATION.
3. ALL LUMBER SHALL BE WESTERN CEDAR. FINISH SHALL BE WATER RESISTANT SEALANT APPLIED IN A SMOOTH MANNER WITHOUT DRIPS OR OVER APPLICATION.

## 9 PERGOLA
N T S




1. PLANTER SHOWN MAY DIFFER IN SIZE AND SHAPE FROM PLANTERS SHOWN ON SITE PLAN - CONSTRUCT ALL PLANTERS BASED ON THESE SPECIFICATIONS, BUT FOLLOW THE SIZE AND SHAPES SHOWN ON THE SITE PLAN AND ENLARGEMENTS.
2. ALL LUMBER TO BE PREMIUM GRADE ARSENIC-FREE, "GREEN", PRESSURE TREATED - OR CEDAR
3. SPECIALTY PLANTING SOIL MUST BE THOROUGHLY MIXED. "LAYERING" OF MATERIALS WILL NOT BE PERMITTED
4. MANURE/COMPOST MUST BE SOURCED FROM MIN. 3 DIFFERENT MANUFACUTERS/TYPES (IE COW MANURE COMPOST + MUSHROOM COMPOST + VEGETATIVE WASTE COMPOST). CONTRACTOR SHALL NOT USE COMPOST FROM MUNICIPAL SOURCES. ONLY "COMPOSTED" MATERIALS SHALL BE USED. NO "RAW" MATERIALS SHALL BE PERMITTED.
5. CONTRACTOR MAY SUGGEST ALTERNATE MATERIALS AND CONSTRUCTION TECHNIQUES SUBJECT TO OWNER AND LANDSCAPE ARCHITECT REVIEW AND APPROVAL.

## 15 RAISED GARDEN BOX - TYPICAL, SEE SITE PLAN FOR LENGTHS
N T S

DRAWN @ 1"=xxx


CivilSite GROUP
5050 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060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PROJECT

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163 WAYZATA BLVD. WAYZATA, MN 55391

WAITE HOLDINGS
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Matthew R. Pavek
DATE 02/27/2024 LICENSE NO. 44263

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| 02/27/2024 | CITY SUBMITTAL |
| 03/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21026.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

CIVIL DETAILS

C5.0

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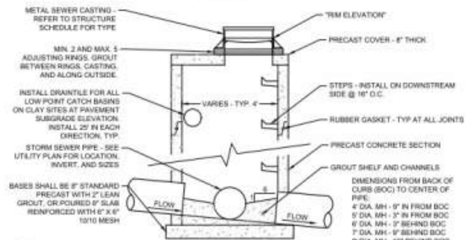
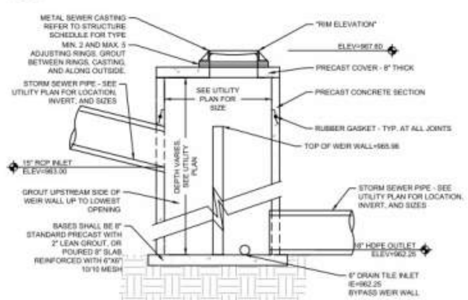
| CASTING SCHEDULE | | |
|---|---|---|
| CATCH BASIN/MANHOLE/RISER | GRATE TYPE (NEENAH) | REMARKS |
| CB 1, 5B, CBMH 2, 3, 5, 5A, 6, 7 | R-3067 | STORM CURB INLET |
| CBMH 15 | R-2501 | STORM AREA DRAIN INLET |
| STMH 4 | R1642 | STORM MANHOLE |

NOTE:
1. CASTINGS SHALL BE NEENAH FOUNDRY CASTINGS OR APPROVED EQUIVALENT.
2. CASTINGS SHALL BE STAMPED WITH APPROPRIATE UTILITY NAME ("STORM SEWER", "SANITARY SEWER")

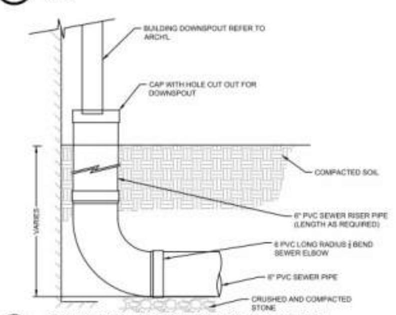
## 1 CASTING SCHEDULE
NTS



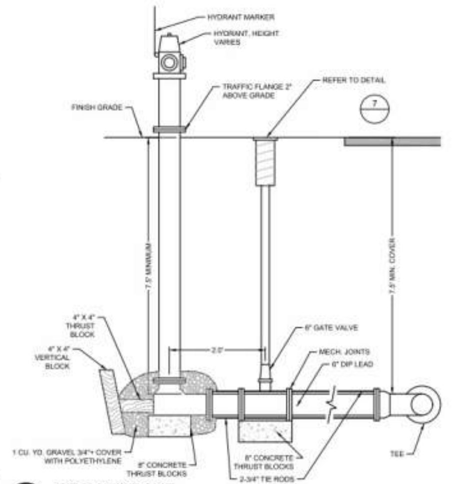

## 2 CATCH BASIN
NTS



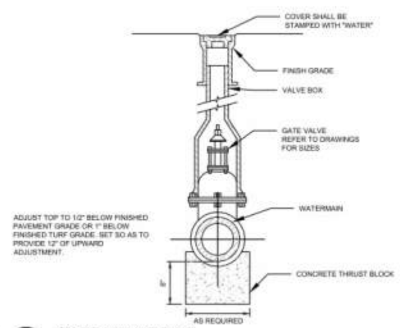

## 3 CONCRETE OUTLET STRUCTURE
NTS




## 4 DOWNSPOUT TO PIPE CONNECTION
NTS




## 5 FIRE HYDRANT
NTS




## 6 GATE VALVE BOX
NTS

| TABLE OF QUANTITIES RIPRAP AT RCP OUTLETS | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | CLASS II $d_{50}$ = 9" | | CLASS III $d_{50}$ = 9" | | CLASS IV $d_{50}$ = 12" | |
| DIA. OF ROUND PIPE (IN) | L (FT) | 12" DEPTH RIP RAP (CY) | 6" DEPTH GRANULAR FILTER (CY) | 18" DEPTH RIPRAP (CY) | 6" DEPTH GRANULAR FILTER (CY) | 24" DEPTH RIPRAP (CY) | 12" DEPTH GRANULAR FILTER (CY) |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
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| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
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| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

| TABLE OF QUANTITIES RIPRAP AT RCP - A OUTLETS OR BOXES OF EQUIVALENT SPAN WIDTH | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | CLASS II $d_{50}$ = 6" | | CLASS III $d_{50}$ = 9" | | CLASS IV $d_{50}$ = 12" | |
| SPAN OF PIPE ARCH (IN) | L (FT) | 12" DEPTH RIP RAP (CY) | 6" DEPTH GRANULAR FILTER (CY) | 18" DEPTH RIPRAP (CY) | 6" DEPTH GRANULAR FILTER (CY) | 24" DEPTH RIPRAP (CY) | 12" DEPTH GRANULAR FILTER (CY) |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
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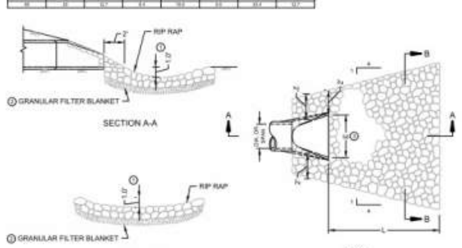
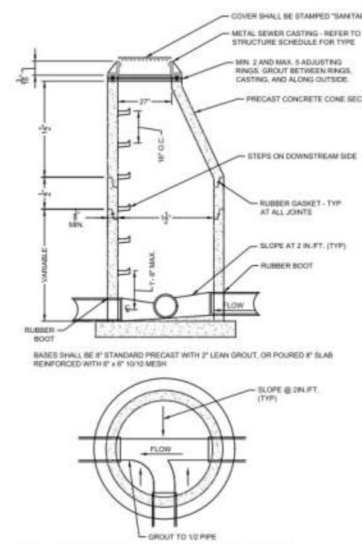
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

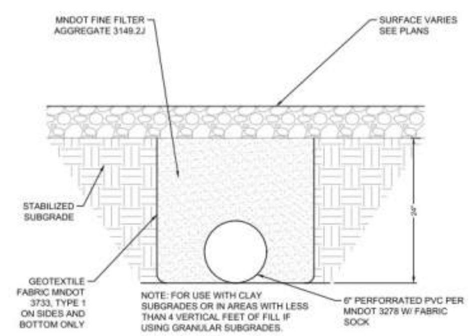
NOTES:
- PIPE SIZES LARGER THAN THOSE SHOWN REQUIRE A SPECIAL DESIGN.
- REQUIREMENTS FOR RIPRAP SIZE AND THICKNESS AND FILTER BLANKET WILL BE DESIGNATED IN THE PLANS.
- ① FOR PIPES GREATER THAN OR EQUAL TO 30", USE 1.5'.
- ② THE CONTRACTOR, AT HIS OPTION, MAY SUBSTITUTE A GEOTEXTILE FABRIC, SPEC. 3733, FOR THE GRANULAR FILTER BLANKET UNLESS OTHERWISE SPECIFIED IN THE PLANS. THE FABRIC SHOULD COVER THE AREA OF THE RIPRAP AND EXTEND UNDER THE CULVERT APRON 3 FT.
- ③ DIMENSION E IS GIVEN ON STANDARD PLATES 3100 AND 3110.



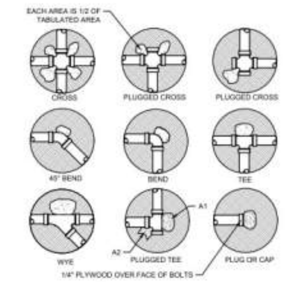

## 7 RIPRAP @ FLARED END SECTION
NTS




## 8 SANITARY SEWER MANHOLE
NTS



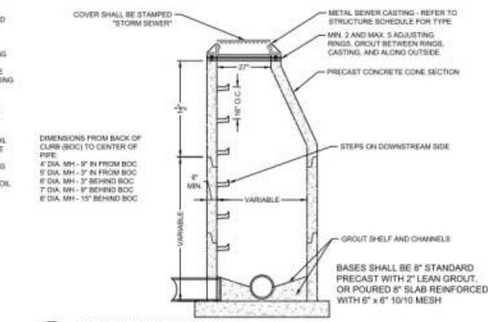

## 9 6" PVC DRAIN TILE DETAIL
NTS



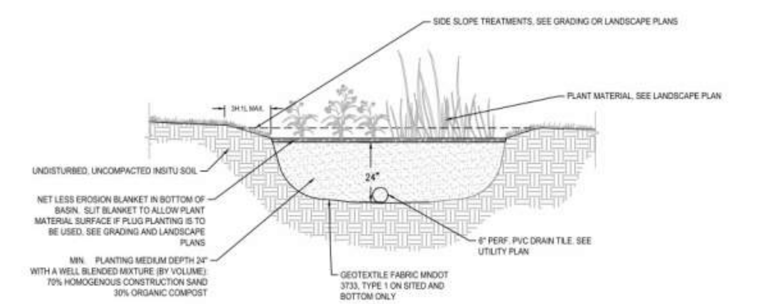

NOTES:
1. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH.
2. KEEP CONCRETE CLEAR OF JOINT AND ACCESSORIES.
3. IF NOT SHOWN ON PLANS, REQUIRED BEARING AT FITTING SHALL BE AS INDICATED ABOVE, ADJUSTED IF NECESSARY, TO CONFORM TO THE TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS(ES).
4. BEARING AREAS AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER BEARING AREAS AND BLOCKING DETAILS SHOWN THIS STANDARD DETAIL.
5. ABOVE BEARING AREAS BASED ON TEST PRESSURE OF 150 P.S.I. AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 POUNDS PER SQUARE FOOT. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES, USE THE FOLLOWING EQUATION: BEARING AREA = (TEST PRESSURE/150) X (2000/SOIL BEARING STRESS) X (TABLE VALUE).

| NOMINAL FITTING SIZE (IN.) | TEE, WYE, PLUG OR CAP | 90° BEND, PLUGGED CROSS | TEE PLUGGED ON RUN | | 45° BEND | 22.5° BEND | 11.25° BEND |
|---|---|---|---|---|---|---|---|
| 4 | 1.0 | 1.4 | 1.9 | 1.4 | 1.0 | - | - |
| 6 | 2.1 | 3 | 4.3 | 3 | 1.6 | 1 | - |
| 8 | 3.8 | 5.3 | 7.6 | 5.4 | 2.9 | 1.5 | 1.0 |
| 10 | 5.9 | 8.4 | 11.8 | 8.4 | 4.6 | 2.6 | 1.2 |
| 12 | 8.5 | 12.0 | 17.0 | 12.0 | 6.6 | 2.4 | 1.7 |
| 14 | 11.5 | 16.3 | 23.0 | 16.3 | 8.8 | 4.8 | 2.3 |
| 16 | 15.0 | 21.3 | 30.0 | 21.3 | 11.6 | 6.0 | 3.0 |
| 18 | 19.0 | 27.0 | 38.0 | 27.0 | 14.6 | 7.6 | 3.8 |
| 20 | 23.5 | 33.3 | 47.0 | 33.3 | 18.1 | 9.4 | 4.7 |
| 24 | 34.0 | 48.0 | 68.0 | 48.0 | 26.2 | 13.6 | 6.8 |

## 10 THRUST BLOCK
NTS




## 13 STORM MANHOLE
NTS




TYPICAL SECTION VIEW

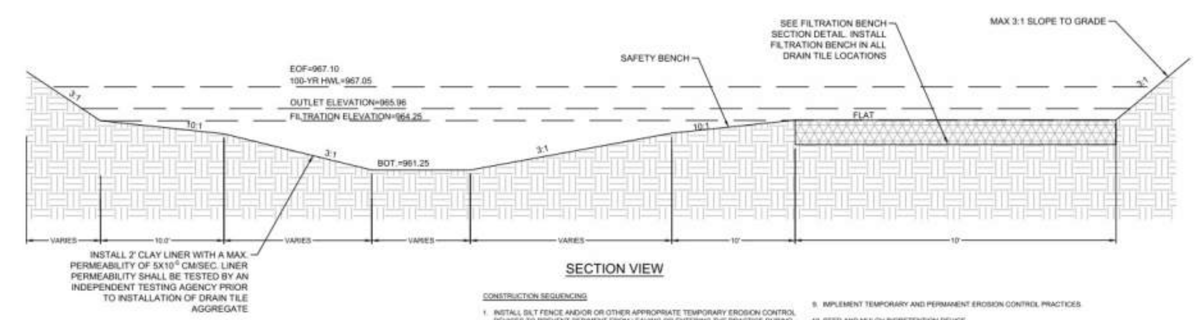
### CONSTRUCTION SEQUENCING

1. INSTALL SILT FENCE AND/OR OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF BIORETENTION DEVICE.
5. ROUGH GRADE THE SITE. IF BIORETENTION AREAS ARE BEING USED AS TEMPORARY SEDIMENT BASINS LEAVE A MINIMUM OF 3 FEET OF COVER OVER THE PRACTICE TO PROTECT THE UNDERLYING SOILS FROM CLOGGING.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. PLANT ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT BIORETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. PLANT AND/OR ROCK MULCH BIORETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF BIORETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.

## 11 BIO-FILTRATION BENCH (RAIN GARDEN - FLAT.)
NTS




SECTION VIEW

NOTE:
1. PERVIOUS GEOTEXTILE = TYPE 5, NON-WOVEN, HIGH FLOW
2. PLANTING SOIL = MINNESOTA STORMWATER MANUAL MIX B - ENHANCED FILTRATION BLEND: WELL-BLENDED, HOMOGENOUS MIX OF 70% CONSTRUCTION SAND AND 30% ORGANIC LEAF COMPOST.
   2.1. PLANTING SOIL SAND = CLEAN CONSTRUCTION SAND, FREE OF DELETERIOUS MATERIALS, AASHTO M-6 OR ASTM C-33 WITH GRAIN SIZE OF 0.02"-0.04"
   2.2. PLANTING SOIL ORGANIC LEAF COMPOST = Mn/DOT GRADE 2
3. SEED MIX - MNDOT SEED MIX 33-261 (NATIVE STORM WATER MIX APPLIED AT A RATE OF 35 LBS/ACRE) - INSTALL PER MNDOT SEEDING MANUAL (2014).

CONSTRUCTION SEQUENCING

1. INSTALL SILT FENCE AND/OR OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF BIORETENTION DEVICE.
5. ROUGH GRADE THE SITE. IF BIORETENTION AREAS ARE BEING USED AS TEMPORARY SEDIMENT BASINS LEAVE A MINIMUM OF 3 FEET OF COVER OVER THE PRACTICE TO PROTECT THE UNDERLYING SOILS FROM CLOGGING.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT BIORETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA, INCLUDING TEMP SEPARATION BERM.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. SEED AND MULCH BIORETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES & SEPARATION BERM AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
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3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.

## 12 POND/FILTRATION BENCH CROSS SECTION
NTS


CivilSite GROUP
5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060


PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA
163 WAYZATA BLVD. WAYZATA, MN 55391

**WAITE HOLDINGS**
7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek
DATE 02/27/2024 LICENSE NO. 44263

| ISSUE/SUBMITTAL SUMMARY | |
|---|---|
| DATE | DESCRIPTION |
| [illegible] | CITY SUBMITTAL |
| [illegible] | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21029.01

| REVISION SUMMARY | |
|---|---|
| DATE | DESCRIPTION |

CIVIL DETAILS

C5.1

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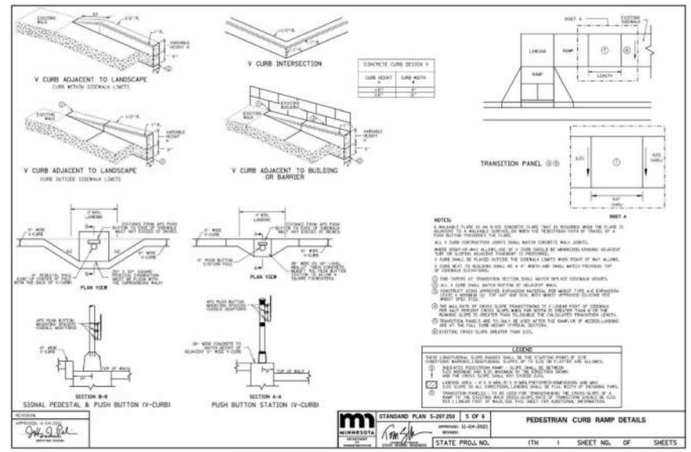


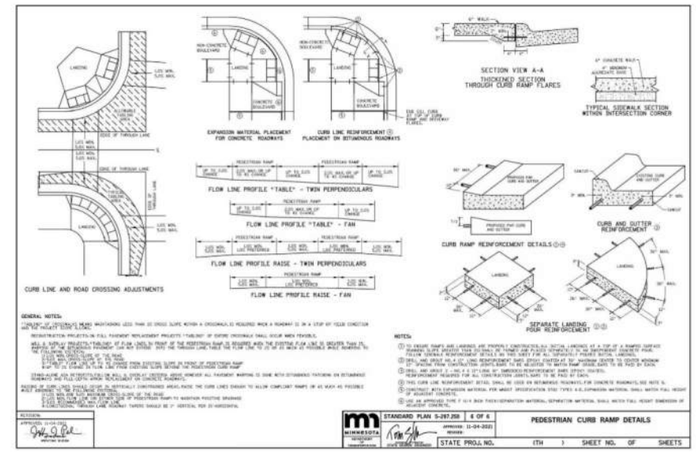


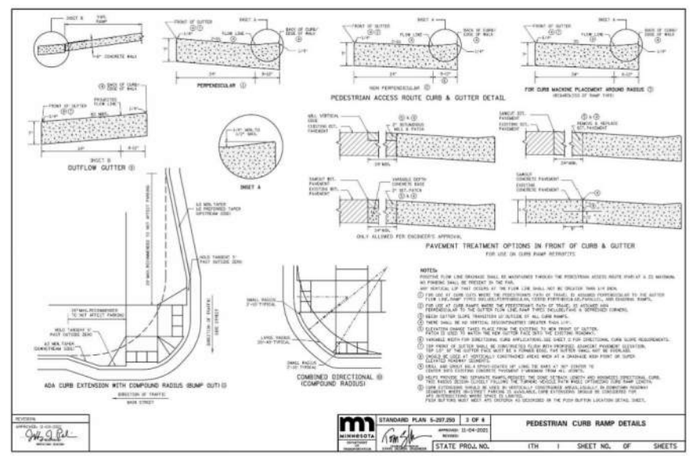


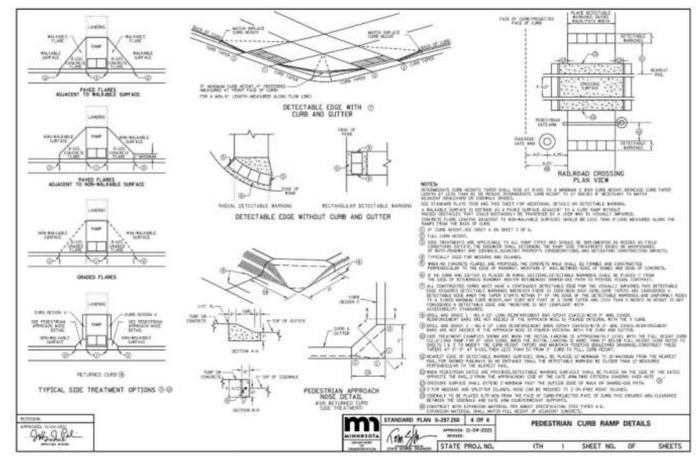


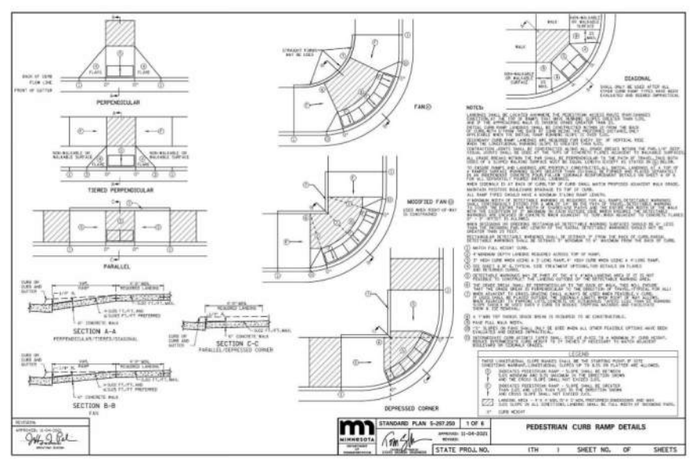


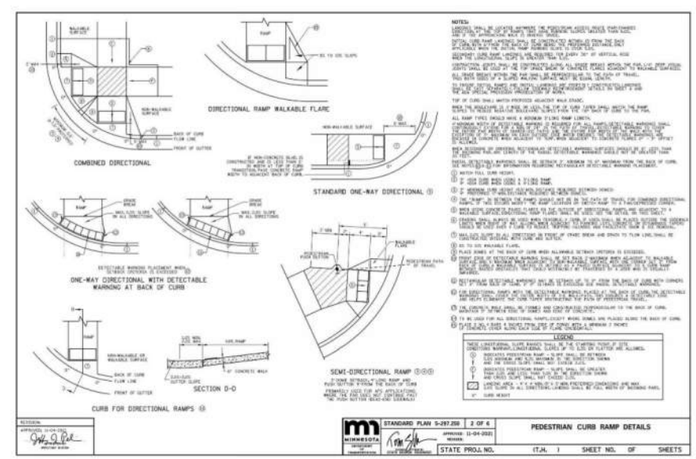


CivilSite GROUP
5050 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA

163 WAYZATA BLVD, WAYZATA, MN 55391

**WAITE HOLDINGS**

7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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Matthew R. Pavek

DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/27/2024 | CITY SUBMITTAL |
| 03/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY KB, JR REVIEWED BY RB, PS, MP

PROJECT NUMBER 21026.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

CIVIL DETAILS

C5.2

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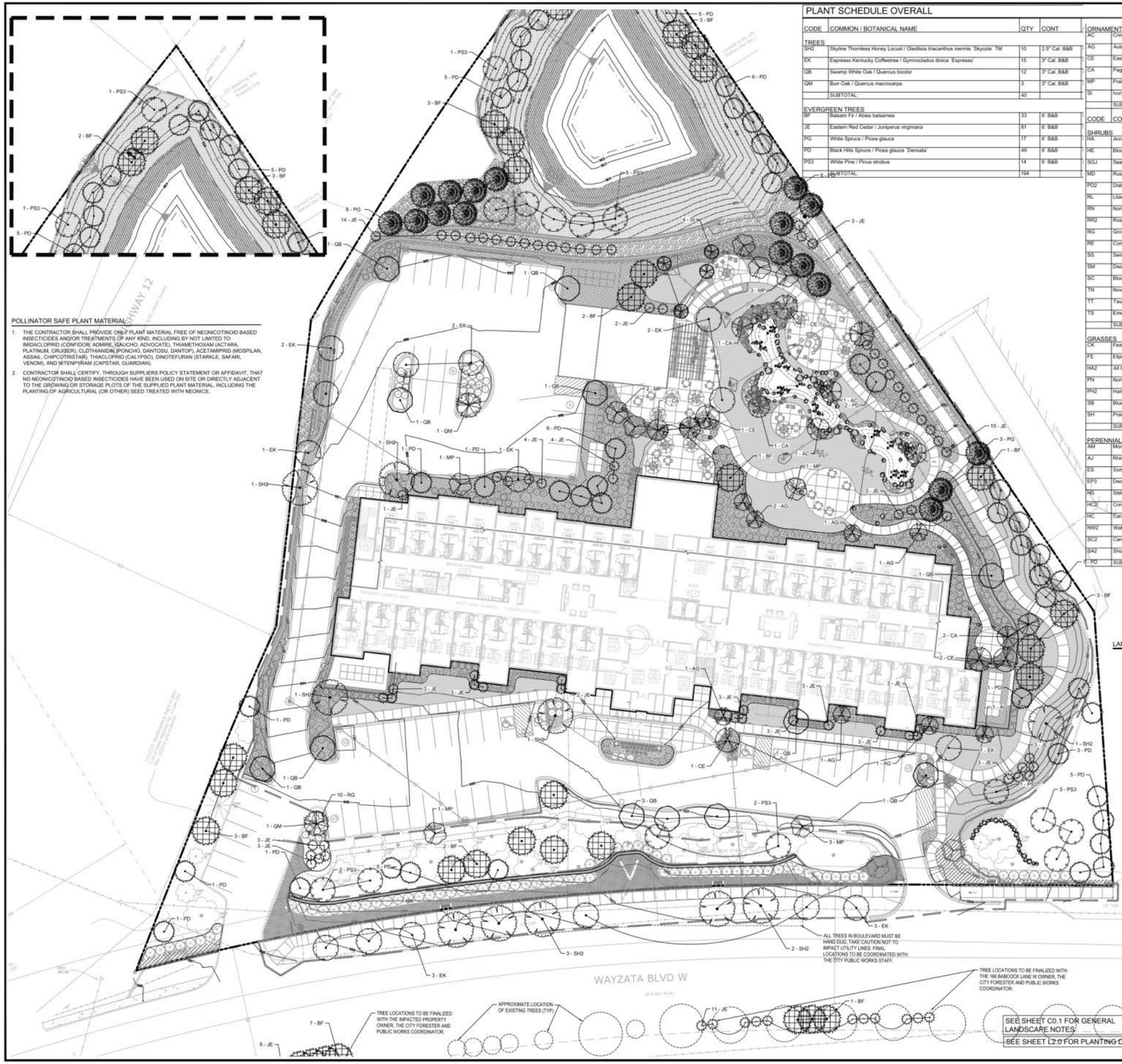


## POLLINATOR SAFE PLANT MATERIAL

1. THE CONTRACTOR SHALL PROVIDE ONLY PLANT MATERIAL FREE OF NEONICOTINOID BASED INSECTICIDES AND/OR TREATMENTS OF ANY KIND, INCLUDING BY NOT LIMITED TO IMIDACLOPRID (CONFIDOR, ADMIRE, GAUCHO, ADVOCATE), THIAMETHOXAM (ACTARA, PLATINUM, CRUISER), CLOTHANIDIN (PONCHO, DANTOSU, DANTOP), ACETAMIPRID (MOSPILAN, ASSAIL, CHIPCOTRISTAR), THIACLOPRID (CALYPSO), DINOTEFURAN (STARKLE, SAFARI, VENOM), AND NITENPYRAM (CAPSTAR, GUARDIAN).
2. CONTRACTOR SHALL CERTIFY, THROUGH SUPPLIERS POLICY STATEMENT OR AFFIDAVIT, THAT NO NEONICOTINOID BASED INSECTICIDES HAVE BEEN USED ON SITE OR DIRECTLY ADJACENT TO THE GROWING OR STORAGE PLOTS OF THE SUPPLIED PLANT MATERIAL, INCLUDING THE PLANTING OF AGRICULTURAL (OR OTHER) SEED TREATED WITH NEONICS.

## PLANT SCHEDULE OVERALL

| CODE | COMMON / BOTANICAL NAME | QTY | CONT |
|---|---|---|---|
| TREES | | | |
| SHD | Skyline Thornless Honey Locust / Gleditsia triacanthos inermis 'Skycole' TM | 10 | 2.5" Cal. B&B |
| EK | Espresso Kentucky Coffeetree / Gymnocladus dioica 'Espresso' | 15 | 3" Cal. B&B |
| QB | Swamp White Oak / Quercus bicolor | 12 | 3" Cal. B&B |
| QM | Burr Oak / Quercus macrocarpa | 3 | 3" Cal. B&B |
| | SUBTOTAL: | 40 | |
| EVERGREEN TREES | | | |
| BF | Balsam Fir / Abies balsamea | 33 | 6' B&B |
| JE | Eastern Red Cedar / Juniperus virginiana | 81 | 6' B&B |
| PG | White Spruce / Picea glauca | 17 | 6' B&B |
| PD | Black Hills Spruce / Picea glauca 'Densata' | 49 | 6' B&B |
| PS3 | White Pine / Pinus strobus | 14 | 6' B&B |
| | SUBTOTAL: | 194 | |
| ORNAMENTAL TREES | | | |
| AC | Crimson Princess Japanese Maple / Acer palmatum 'Crimson Queen' | 3 | #15 CONT |
| AG | Autumn Brilliance Serviceberry / Amelanchier x grandiflora 'Autumn Brilliance' | 7 | 1.5" Cal. B&B |
| CE | Eastern Redbud Multi-trunk / Cercis canadensis | 4 | #20 CONT. |
| CA | Pagoda Dogwood / Cornus alternifolia | 6 | 1.5" Cal. B&B |
| MP | Prairifire Crabapple / Malus x 'Prairifire' | 11 | 1.5" Cal. B&B |
| SI | Ivory Silk Japanese Tree Lilac / Syringa reticulata 'Ivory Silk' | 4 | 1.5" Cal. B&B |
| | SUBTOTAL: | 35 | |
| CODE | COMMON / BOTANICAL NAME | QTY | SIZE |
| SHRUBS | | | |
| HA | Annabelle Hydrangea / Hydrangea arborescens 'Annabelle' | 34 | #5 CONT |
| HE | Bloomstruck Endless Summer Hydrangea / Hydrangea macrophylla 'PIIHM-II' TM | 10 | #5 CONT |
| SCJ | Sea Green Juniper / Juniperus chinensis 'Sea Green' | 28 | #5 CONT |
| MD | Russian Cypress / Microbiota decussata | 13 | #5 CONT |
| PD2 | Diabolo Ninebark / Physocarpus opulifolius 'Diabolo' | 10 | #5 CONT |
| RL | Lilac Lights Northern Lights Azalea / Rhododendron x 'Lilac Lights' | 3 | #5 CONT |
| RN | Northern Hi-Lights Azalea / Rhododendron x 'Northern Hi-Lights' | 11 | #5 CONT |
| RR2 | Rosy Lights Northern Lights Azalea / Rhododendron x 'Rosy Lights' | 18 | #5 CONT |
| RG | Gro-Low Fragrant Sumac / Rhus aromatica 'Gro-Low' | 92 | #5 CONT |
| RE | Como Park Easy Elegance Rose / Rosa x 'BAlark' TM | 34 | #5 CONT |
| SS | Sem Ash Leaf Spirea / Sorbaria sorbifolia 'Sem' | 82 | #5 CONT |
| SM | Dwarf Korean Lilac / Syringa meyeri 'Palibin' | 11 | #7 CONT |
| SC | Bloomerang® Dwarf Purple Lilac / Syringa x 'SMNLIRPU' | 28 | #5 CONT |
| TN | Nova Japanese Yew / Taxus cuspidata 'Nova' | 52 | #5 CONT |
| TT | Taunton's Yew / Taxus x media 'Tauntonii' | 72 | #5 CONT |
| TS | Emerald Green Arborvitae / Thuja occidentalis 'Smaragd' | 64 | 10' HT. |
| | SUBTOTAL: | 562 | |
| GRASSES | | | |
| CK | Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster' | 17 | #1 CONT |
| FE | Elijah Blue Fescue / Festuca glauca 'Elijah Blue' | 6 | #1 CONT |
| HA2 | All Gold Japanese Forest Grass / Hakonechloa macra 'All Gold' | 67 | #1 CONT |
| PN | Northwind Switch Grass / Panicum virgatum 'North Wind' | 15 | #1 CONT |
| PH2 | Hameln Fountain Grass / Pennisetum alopecuroides 'Hameln' | 9 | #1 CONT |
| SB | Blue Heaven Little Bluestem / Schizachyrium scoparium 'Blue Heaven' | 16 | #1 CONT |
| SH | Prairie Dropseed / Sporobolus heterolepis | 23 | #1 CONT |
| | SUBTOTAL: | 153 | |
| PERENNIALS | | | |
| AM | Montgomery False Spiraea / Astilbe japonica 'Montgomery' | 21 | #1 CONT |
| AJ | Rhineland Astilbe / Astilbe japonica 'Rhineland' | 18 | #1 CONT |
| ES | Sombrero Salsa Red Coneflower / Echinacea x 'Balsomsed' TM | 17 | #1 CONT |
| EP3 | Dwarf Joe Pye Weed / Eupatorium purpureum 'Baby Joe' | 11 | #1 CONT |
| HS | Stella Supreme Daylily / Hemerocallis x 'Stella Supreme' | 67 | #1 CONT |
| HC2 | Coral Bells / Heuchera x 'Cajun Fire' | 26 | #1 CONT |
| HC | Caramel Coral Bells / Heuchera x 'Caramel' | 31 | #1 CONT |
| NW2 | Walkers Low Catmint / Nepeta x faassenii 'Walkers Low' | 77 | #1 CONT |
| SC2 | Cardonna Salvia / Salvia x superba 'Caradonna' | 23 | #1 CONT |
| SA2 | Showy Stonecrop / Sedum spectabile 'Autumn Fire' | 37 | #1 CONT |
| | SUBTOTAL: | 328 | |

## LANDSCAPE LEGEND - SHEETS L1.0-L1.4

| PLANT SCHEDULE OVERALL | |
|---|---|
| SYMBOL | COMMON / BOTANICAL NAME |
| GROUND COVERS | |
| | SHREDDED CEDAR MULCH / |
| | SOD / |
| | ANNUAL/BULB BED / |
| | LOWER BASIN NATIVE MIX / MNDOT 34-261 |
| | UPPER BASIN NATIVE SEED MIX / SHOOTING STAR DRY SHORT PRAIRIE MIX |
| | LOW-MAINT. SEED MIX / SHOOTING STAR NO MOW FINE FESCUE MIX |
| | SUBTOTAL: |

PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

EDGING - SHALL BE COMMERCIAL GRADE, 4" DEPTH ALUMINUM, BLACK OR DARK GREEN IN COLOR, INCLUDE ALL CONNECTORS, STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF. INSTRUC./SPECS.

DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.

CONSTRUCTION LIMITS

CivilSite GROUP
5500 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA

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7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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Robert L. Binder

DATE 02/27/2024 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/27/2024 | CITY SUBMITTAL |
| 03/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP

PROJECT NUMBER 21026.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

OVERALL LANDSCAPE PLAN

L1.0

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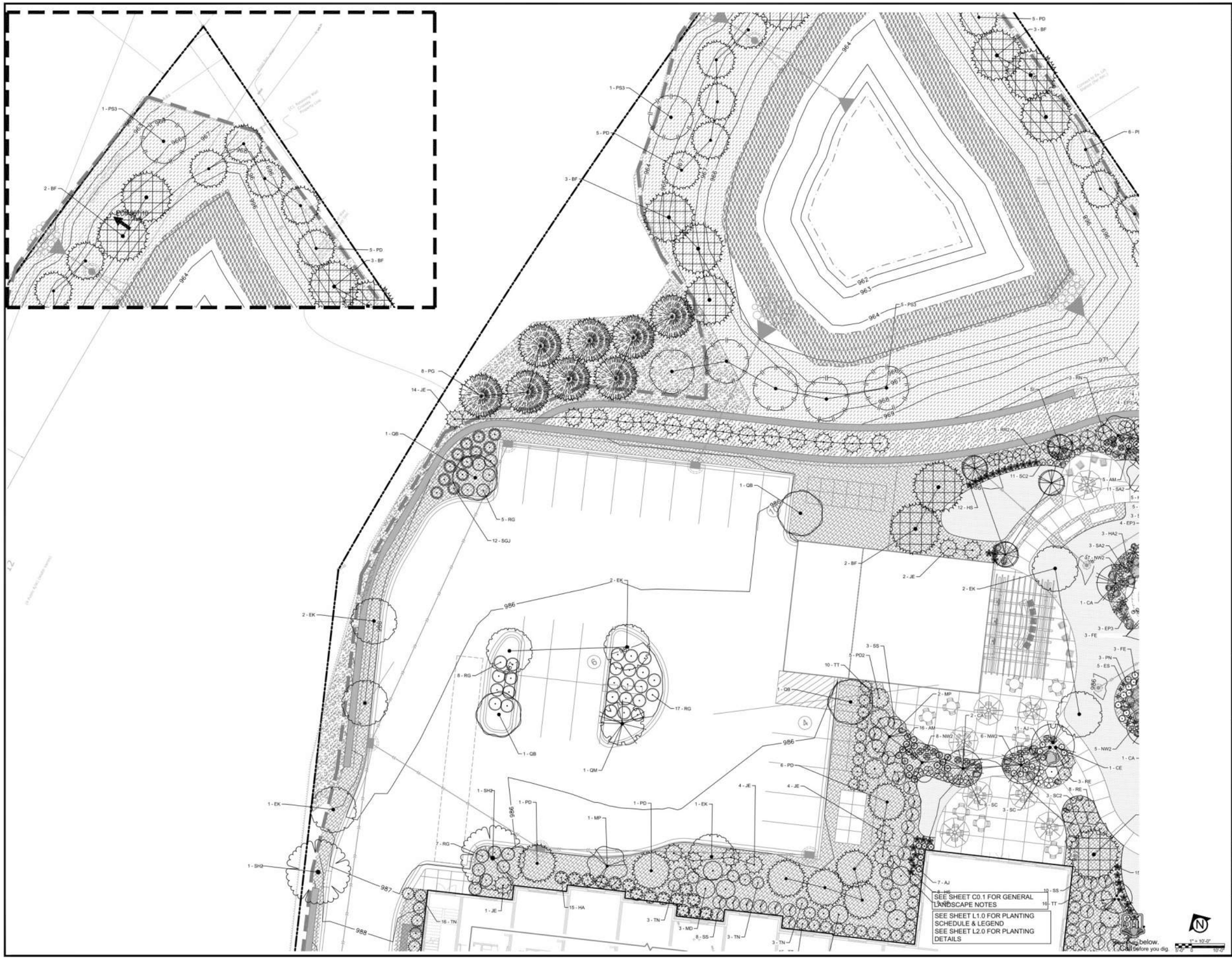


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5080 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
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612-615-0060

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163 WAYZATA BLVD, WAYZATA, MN 55391

**WAITE HOLDINGS**

7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert L. Binder

DATE 02/27/2024 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/01/2024 | CITY SUBMITTAL |
| 02/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP

PROJECT NUMBER: 21028-01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

LANDSCAPE PLAN - NW SECTION

L1.1

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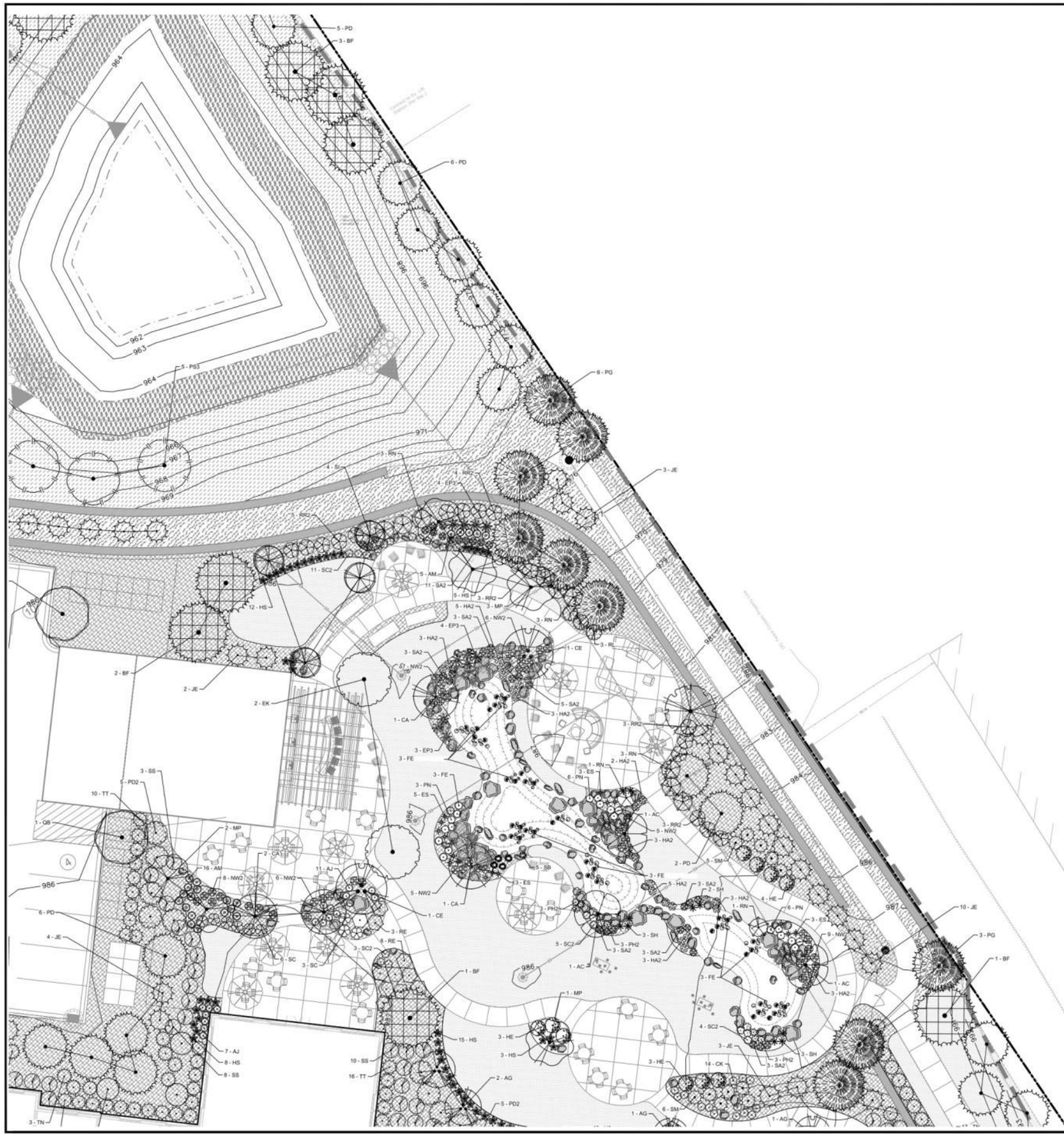

SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES

SEE SHEET L1.0 FOR PLANTING SCHEDULE & LEGEND
SEE SHEET L2.0 FOR PLANTING DETAILS

Know what's below. Call before you dig.

1" = 10'-0"


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GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060


PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA

163 WAYZATA BLVD, WAYZATA, MN 55391

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DATE 02/27/2024 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY

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|---|---|
| 02/15/2024 | CITY SUBMITTAL |
| 02/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21028-01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

LANDSCAPE PLAN - NE SECTION

L1.2

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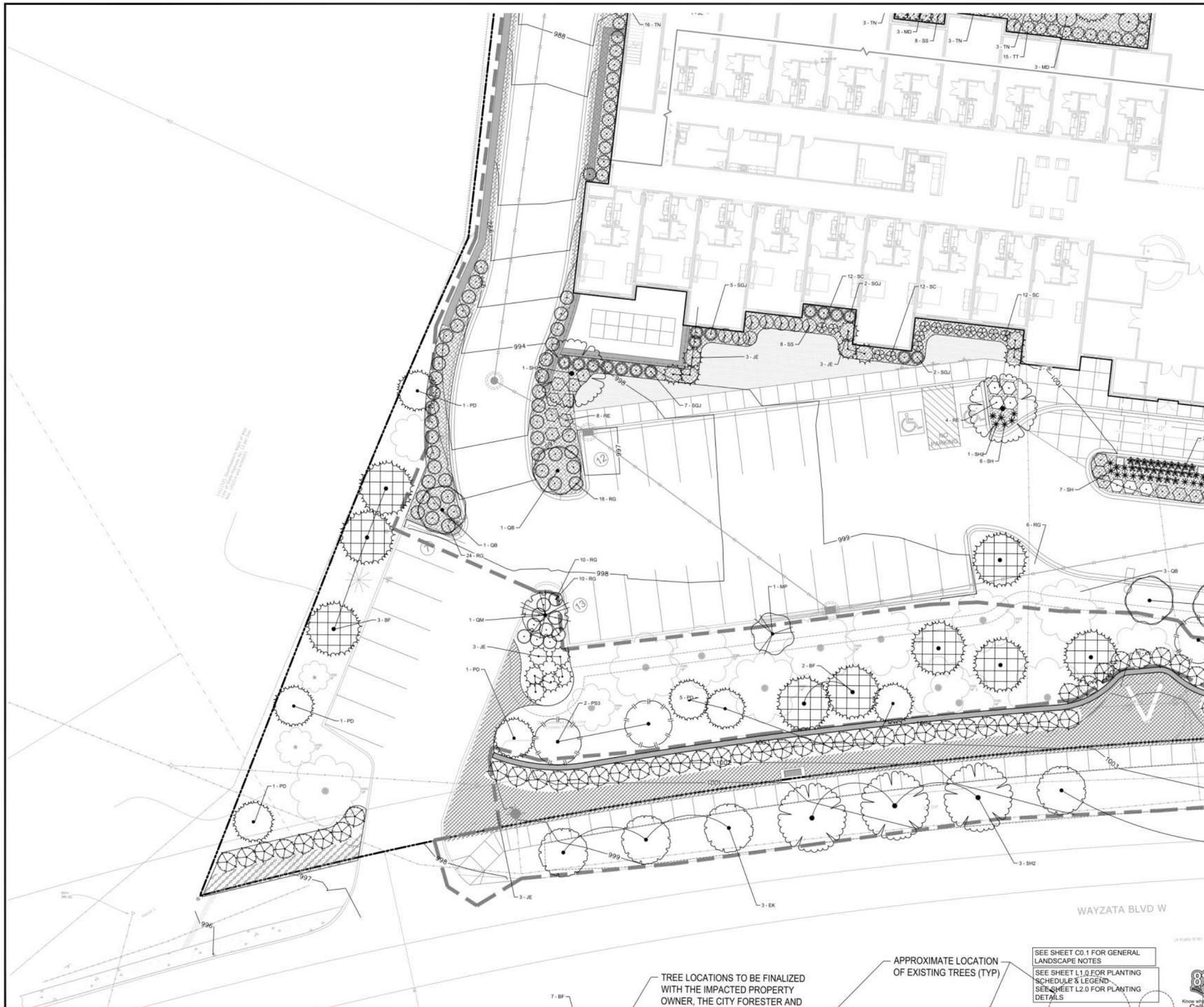


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612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

**MOMENTS OF WAYZATA**
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**WAITE HOLDINGS**
7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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Robert L. Binder
DATE 02/27/2024 LICENSE NO. 25821

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| 02/27/2024 | CITY SUBMITTAL |
| 03/27/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER 21026.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

LANDSCAPE PLAN - SW SECTION

L1.3

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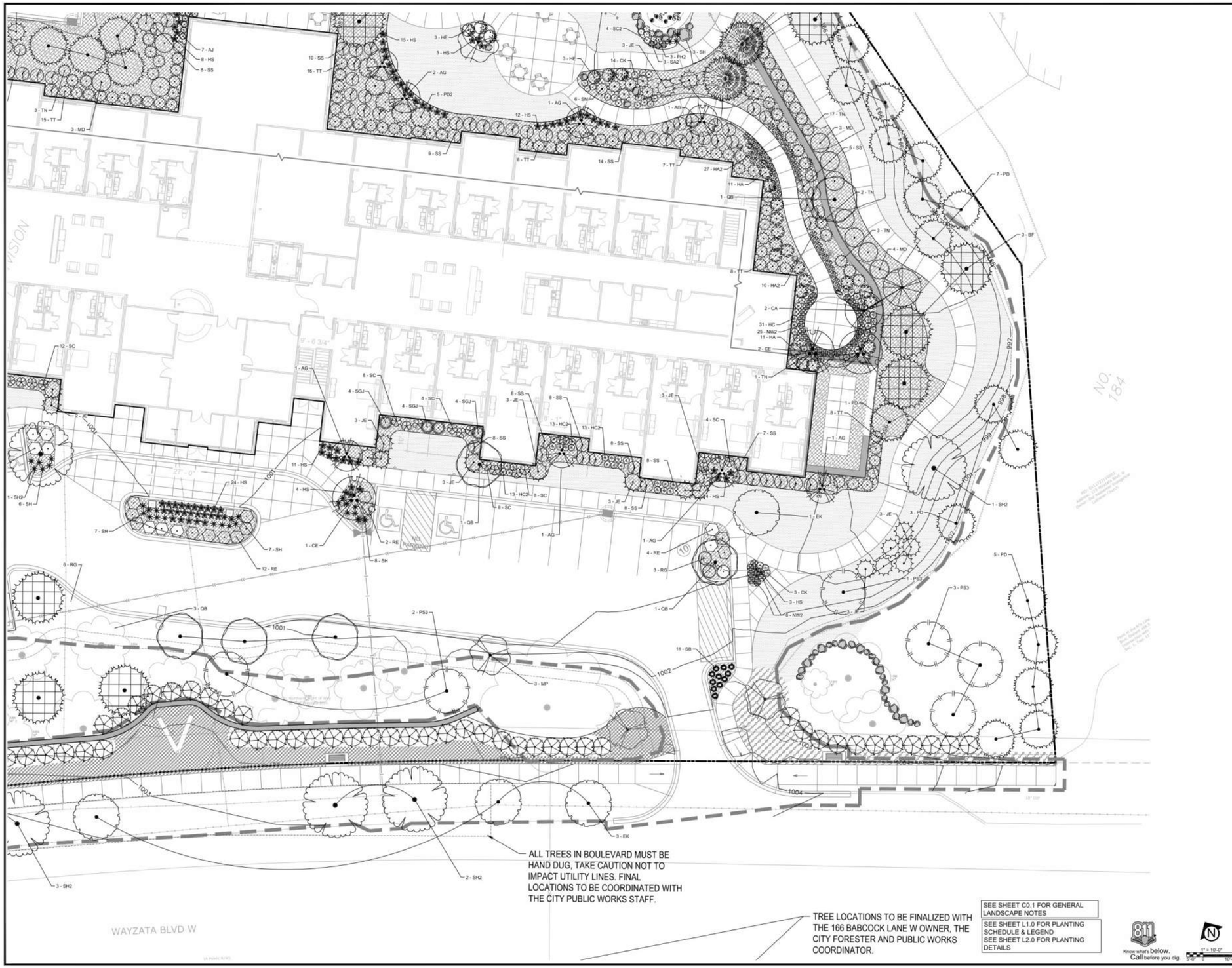


SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES

SEE SHEET L1.0 FOR PLANTING SCHEDULE & LEGEND
SEE SHEET L2.0 FOR PLANTING DETAILS

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# MOMENTS OF WAYZATA

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DRAWN BY KB, JR REVIEWED BY RB, PS, MP
PROJECT NUMBER 21029.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

LANDSCAPE PLAN - SE SECTION

L1.4

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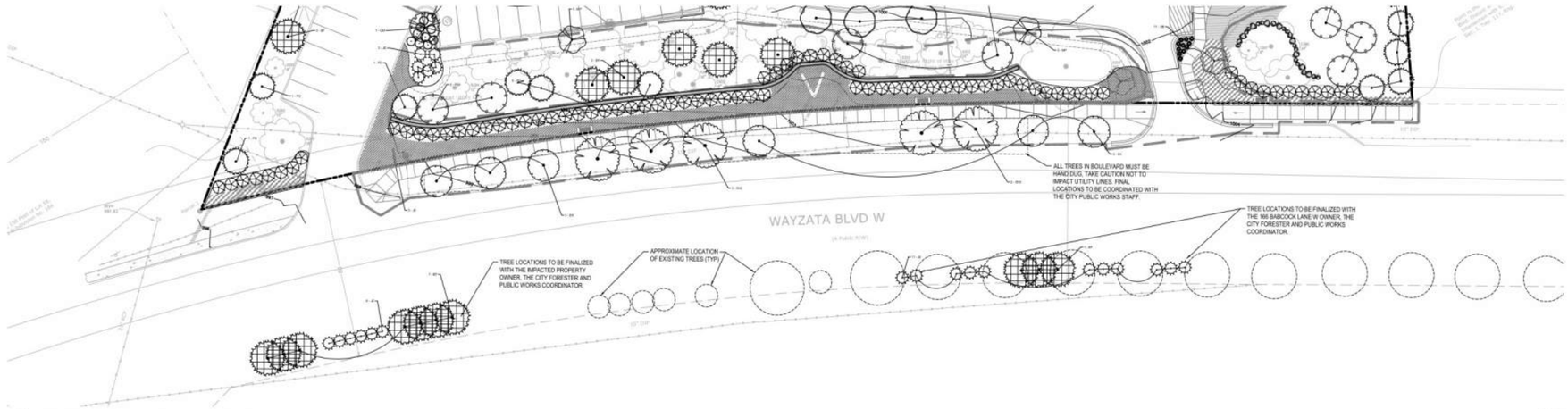
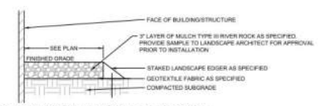
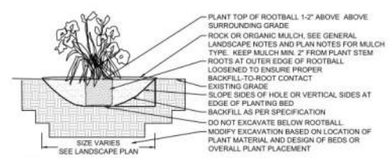



1 WAYZATA BOULEVARD STREETSCAPE

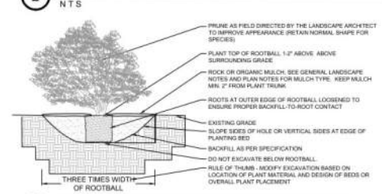
1" = 20'-0"



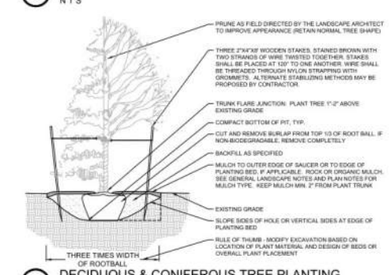

1 AGGREGATE MAINTANENCE STRIP
NTS




2 PERENNIAL BED PLANTING
NTS




3 DECIDUOUS & CONIFEROUS SHRUB PLANTING
NTS




4 DECIDUOUS & CONIFEROUS TREE PLANTING
NTS

## MULCH SCHEDULE

| AREA | MULCH TYPE | EDGING | FABRIC | REMARKS |
|---|---|---|---|---|
| TREE RINGS | 4" DEPTH, SHREDDED CEDAR | YES | NO | SEE DETAIL SHT. L1.1 |
| PLANTING BEDS | 4" DEPTH, SHREDDED CEDAR | YES | NO | |
| MAINT. STRIP AT BUILDING FOUNDATION | NA | NA | NA | |
| PLAYGROUND MULCH | 12" DEPTH ENGINEERED PLAYGROUND MULCH. SEE REMARKS. DEPTH AS SPECIFIED BY PLAYGROUND EQUIPMENT MANUFACTURER. | SEE SITE PLAN | YES | ORGANIC MULCH DESIGNED SPECIFICALLY FOR USE ON PLAYGROUNDS/CERTIFIED BY ANSI/ASTM FOR PLAYGROUND USE. (I.E. SYLVIA SOFTSTEP, SET,INC. PLAYGROUND, OR EQUIVALENT) |
| DOG PARK MULCH | 4" DEPTH, SHREDDED WOOD. SEE REMARKS | YES | YES | ORGANIC MULCH SPECIFICALLY FOR USE IN DOG PARKS OR PLAYGROUNDS. SHALL KNIT TOGETHER TO FORM MATTED, ACCESSIBLE SURFACE. (I.E. SYLVIA SOFTSTEP, SET, INC. PLAYGROUND, OR EQUIVALENT). PROVIDE SHOP DRAWINGS/DATA SHEETS FOR REVIEW. |
| NATIVE SEED AREAS | NA | NA | NA | |
| | | | | |
| | | | | |

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION. PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

## PLANTING SEASON SCHEDULE

| SEASON | CONIFEROUS | DECIDUOUS | REMARKS |
|---|---|---|---|
| SPRING PLANTING | APRIL 15 - JUNE 15 | APRIL 15 - JUNE 15 | |
| FALL PLANTING | AUGUST 21 - SEPTEMBER 30 | ALGUST 15 - NOVEMBER 15 | |

NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

SEE SHEET L1.0 FOR GENERAL LANDSCAPE NOTES & LEGEND

Know what's below. Call before you dig.

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GOLDEN VALLEY, MN 55422
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612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

# MOMENTS OF WAYZATA

163 WAYZATA BLVD, WAYZATA, MN 55391

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Robert L. Binder
DATE 02/27/2024 LICENSE NO. 25821

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DRAWN BY KB, JR REVIEWED BY RB, PS, MP
PROJECT NUMBER 21026-01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

LANDSCAPE PLAN NOTES & DETAILS

L2.0

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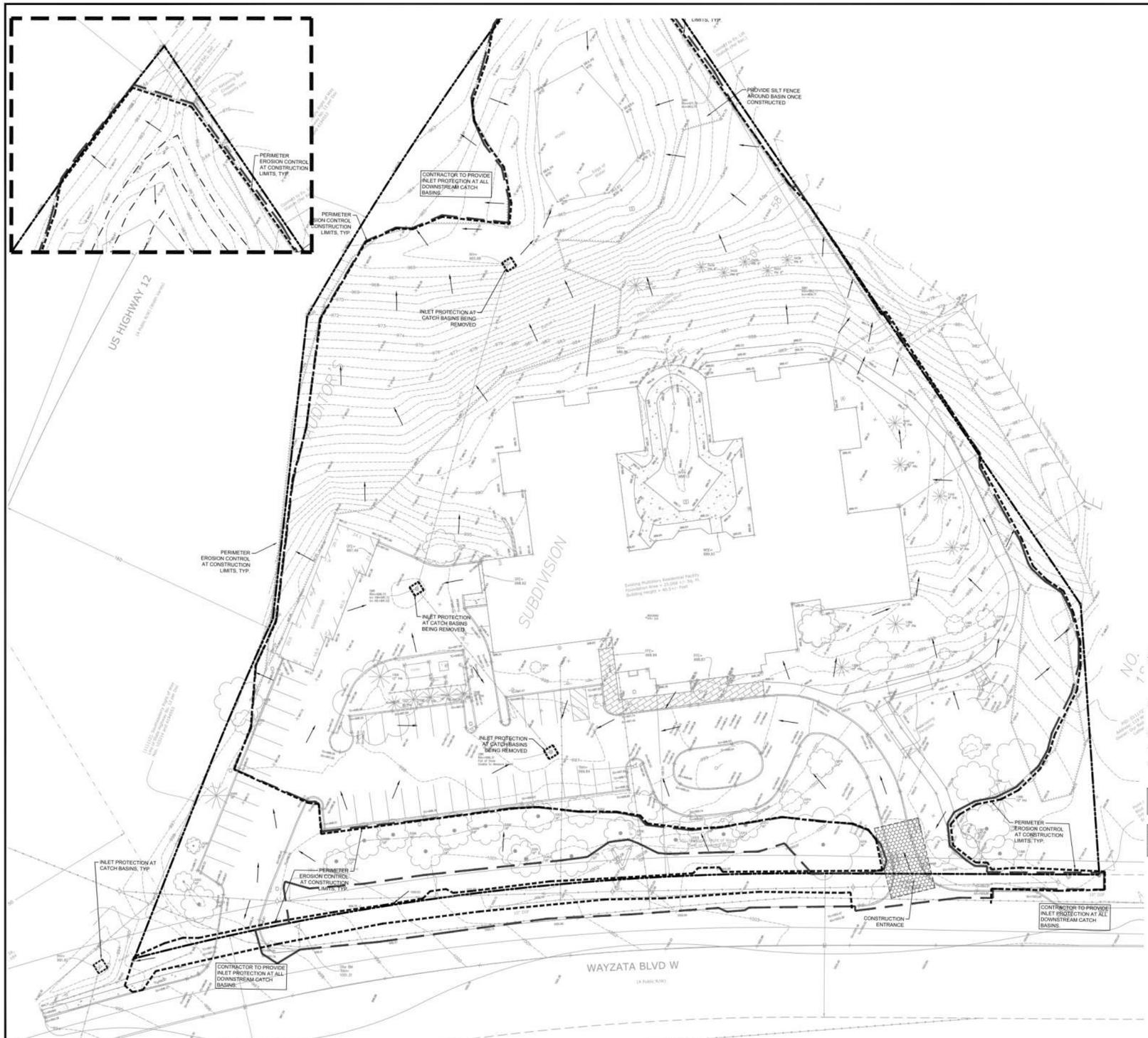


## SWPPP NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1.0 - SW1.3 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

## CITY OF WAYZATA EROSION CONTROL NOTES:

1. RESERVED FOR CITY SPECIFIC EROSION CONTROL NOTES.

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

## LEGEND:

- 1128 — EX. 1' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SILT FENCE / BIOROLL - GRADING LIMIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE

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PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT

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Matthew R. Pavek

DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| 02/27/2024 | CITY SUBMITTAL |
| 03/22/2024 | CITY SUBMITTAL UPDATE |

DRAWN BY: KSI, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21029.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|

SWPPP - EXISTING CONDITIONS

SW1.0

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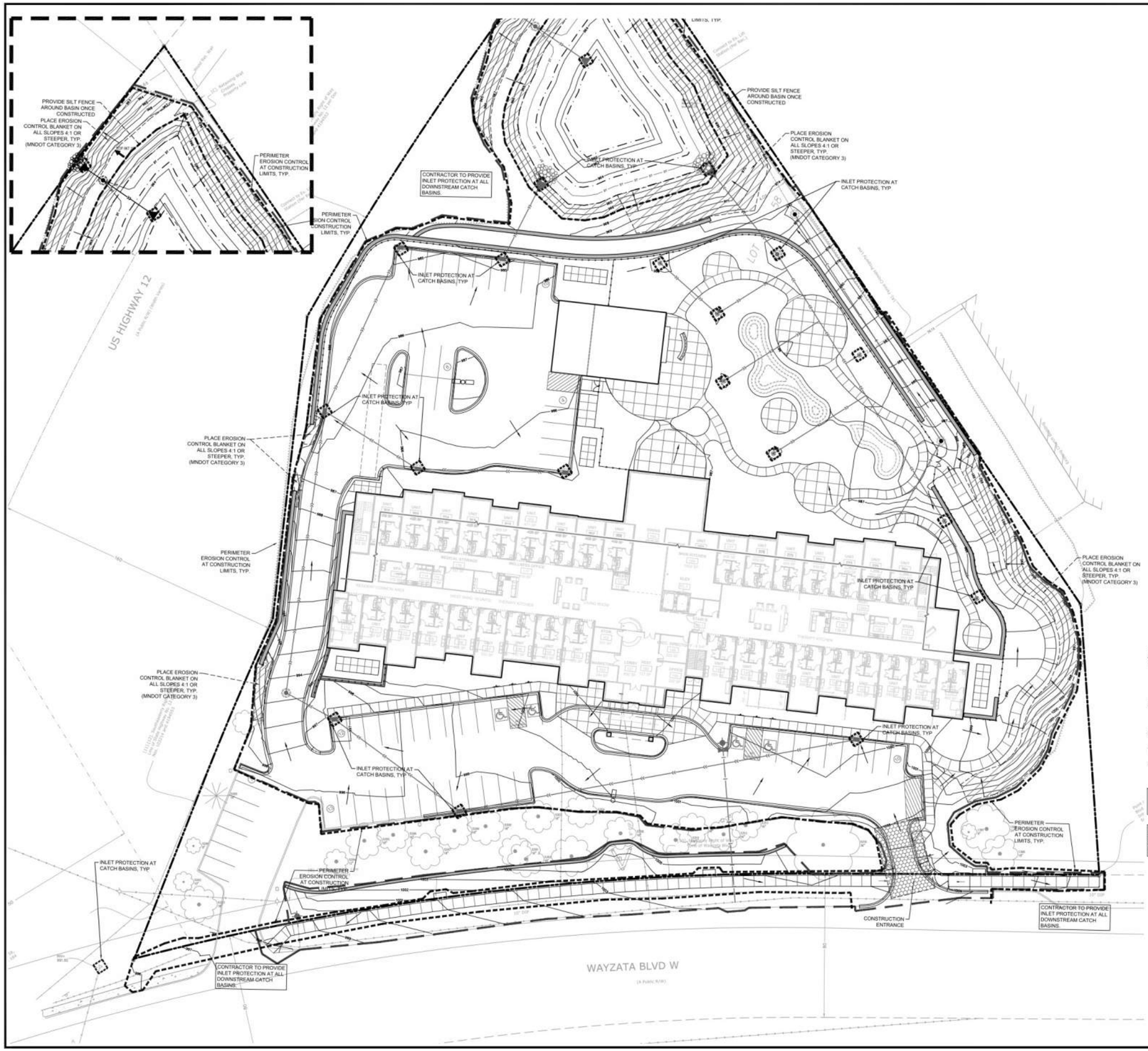


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2. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1.0 - SW1.3 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

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## LEGEND:

- 1125 — EX. 1' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SILT FENCE / BIOROLL - GRADING LIMIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE

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DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP

PROJECT NUMBER: 21029.01

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| | |

SWPPP - PROPOSED CONDITIONS

SW1.1

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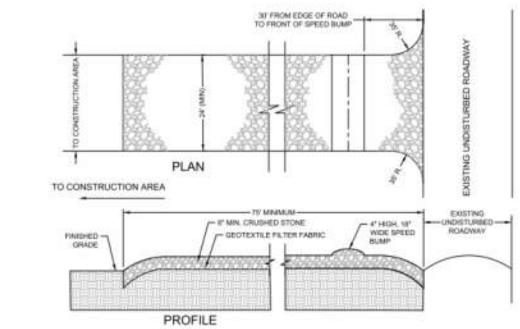
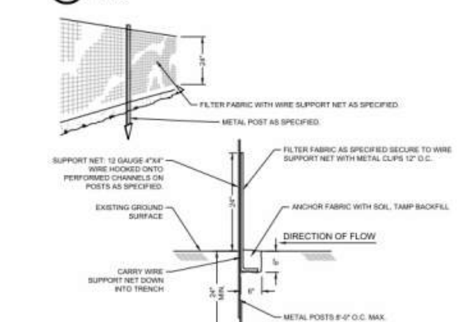
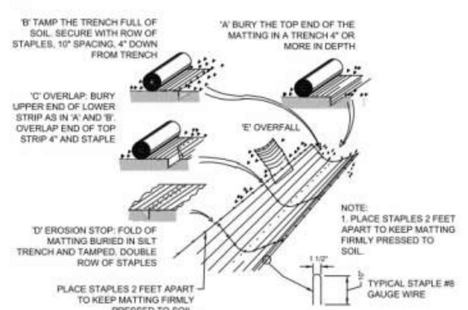



NOTES:
1. PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND UNDISTURBED ROADWAY.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO UNDISTURBED ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDING STONE TO THE LENGTH OF THE ENTRANCE.
3. REPAIR AND CLEANOUT MEASURES USED TO TRAP SEDIMENT.
4. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO UNDISTURBED ROADWAY SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.
5. FINAL LOCATION AND INSTALLATION SHALL BE COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
6. CRUSHED STONE SHALL BE 1-1/2" DIA. CLOSE GRADED, AND IN ACCORDANCE TO MNDOT SECTION 2118.

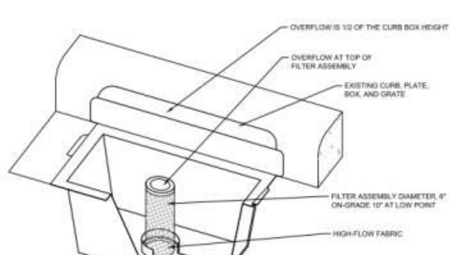
**1 STABILIZED CONSTRUCTION ACCESS**
NTS




**2 SEDIMENT FENCE**
NTS




**3 EROSION BLANKET**
NTS




NOTES:
1. REPLACE INLET GRATE UPON COMPLETE INSTALLATION OF INLET PROTECTION FABRIC.
2. CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM THE SURFACE OF THE SYSTEM AFTER EACH STORM EVENT AND AT THE COMPLETION OF THE CONTRACT.
3. REFERENCE APPLE VALLEY STANDARD PLATE ERO-4C.

**4 CURB INLET FILTER**
NTS

THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPLEMENT A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2018 # MNR100001) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

## STORMWATER DISCHARGE DESIGN REQUIREMENTS

### SWPPP

THE NATURE OF THIS PROJECT WILL BE CONSISTENT WITH WHAT IS REPRESENTED IN THIS SET OF CONSTRUCTION PLANS AND SPECIFICATIONS. SEE THE SWPPP PLAN SHEETS AND SWPPP NARRATIVE (ATTACHMENT A: CONSTRUCTION SWPPP TEMPLATE) FOR ADDITIONAL SITE SPECIFIC SWPPP INFORMATION. THE PLANS SHOW LOCATIONS AND TYPES OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMPS. STANDARD DETAILS ARE ATTACHED TO THIS SWPPP DOCUMENT.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:
1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS
4. INSTALL INLET PROTECTION AT ALL ADJACENT AND DOWNSTREAM CATCH BASINS
5. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL
6. CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (SECTION 14)
7. CLEAR AND GRUB REMAINDER OF SITE
8. STRIP AND STOCKPILE TOPSOIL
9. ROUGH GRADING OF SITE
10. STABILIZE DENUDED AREAS AND STOCKPILES
11. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
12. INSTALL SILT FENCE / INLET PROTECTION AROUND CB'S
13. INSTALL STREET SECTION
14. INSTALL CURB AND GUTTER
15. BITUMINOUS ON STREETS
16. FINAL GRADE BOULEVARD, INSTALL SEED AND MULCH
17. REMOVE ACCUMULATED SEDIMENT FROM BASIN / POND
18. FINAL GRADE POND / INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
19. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOD/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

### RECORDS RETENTION:

THE SWPPP (ORIGINAL OR COPIES) INCLUDING, ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON SITE VEHICLE DURING NORMAL WORKING HOURS.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

1. THE FINAL SWPPP;
2. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT;
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (SEE SECTION 11, INSPECTIONS AND MAINTENANCE);
4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
5. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

### SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. THE OWNER AND CONTRACTOR ARE PERMITTEE(S) AS IDENTIFIED BY THE NPDES PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTOR'S SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSON(S) KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS TO OVERSEE ALL INSTALLATION AND MAINTENANCE OF BMPS AND IMPLEMENTATION OF THE SWPPP.
4. CONTRACTOR SHALL PROVIDE PERSON(S) MEETING THE TRAINING REQUIREMENTS OF THE NPDES PERMIT TO CONDUCT INSPECTION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY MPCA. CONTRACTOR SHALL PROVIDE TRAINING DOCUMENTATION FOR THESE INDIVIDUAL(S) AS REQUIRED BY THE NPDES PERMIT. THIS TRAINING DOCUMENTATION SHALL BE RECORDED IN OR WITH THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:
   4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
   4.2. DATES OF TRAINING AND NAME OF INSTRUCTOR AND ENTITY PROVIDING TRAINING.
   4.3. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.
5. FOLLOWING FINAL STABILIZATION AND THE TERMINATION OF COVERAGE FOR THE NPDES PERMIT, THE OWNER IS EXPECTED TO FURNISH LONG TERM OPERATION AND MAINTENANCE (O & M) OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM.

## CONSTRUCTION ACTIVITY REQUIREMENTS

### SWPPP AMENDMENTS (SECTION 6):

1. ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES. CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS.
2. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
3. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.

### BMP SELECTION AND INSTALLATION (SECTION 7):

1. PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMPS IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES.

### EROSION PREVENTION (SECTION 8):

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING).
3. PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.
4. FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES.
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.
9. PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11.

### SEDIMENT CONTROL (SECTION 9):

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
4. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMPS DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.
12. PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14.
13. IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
14. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
15. PERMITTEES MUST DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS UNLESS INFEASIBLE.
16. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
17. PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

### DEWATERING AND BASIN DRAINING (SECTION 10):

1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

### INSPECTIONS AND MAINTENANCE (SECTION 11):

1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS.
2. PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMPS.
3. PERMITTEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMPS WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA.
4. DURING EACH INSPECTION, PERMITTEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURB AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
5. PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM ALL PAVED SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PUBLIC STREETS.
6. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE.
7. PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME.
8. PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B.
9. PERMITTEES MAY ADJUST THE INSPECTION SCHEDULE DESCRIBED IN ITEM 11.2 AS FOLLOWS:
   a. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE; OR
   b. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MPCA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT; OR
   c. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
10. PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:
   a. DATE AND TIME OF INSPECTIONS; AND
   b. NAME OF PERSONS CONDUCTING INSPECTIONS; AND
   c. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND
   d. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND
   e. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES; AND
   f. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND
   g. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS.

### POLLUTION PREVENTION MANAGEMENT (SECTION 12):

1. PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER.
2. PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
3. PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
4. PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035.
5. PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041.
6. PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
7. PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.
8. PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

### PERMIT TERMINATION (SECTION 4 AND SECTION 13):

1. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE.
2. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
4. PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 19 AND IS OPERATING AS DESIGNED.
5. PERMITTEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT.
6. PERMITTEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPS PRIOR TO SUBMITTING THE NOT. PERMITTEES MAY LEAVE BMPS DESIGNED TO DECOMPOSE ON-SITE IN PLACE.
7. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.
8. FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITTEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT.

### SEED NOTES:

ALL SEED MIXES AND APPLICATION SHALL BE IN ACCORDANCE WITH THE MNDOT SEEDING MANUAL.

GENERAL RECOMMENDATIONS:
THE CONTRACTOR IS RESPONSIBLE TO SALVAGE AND PRESERVE EXISTING TOPSOIL NECESSARY FOR FINAL STABILIZATION AND TO ALSO MINIMIZE COMPACTION IN ALL LANDSCAPE AREAS. IMMEDIATELY BEFORE SEEDING THE SOIL SHALL BE TILLED TO A MINIMUM DEPTH OF 3 INCHES.

### TEMPORARY EROSION CONTROL SEEDING, MULCHING & BLANKET.

SEED
- TEMPORARY SEED SHALL BE MNDOT SEED MIX 21-112 (WINTER WHEAT COVER CROP) FOR WINTER AND 21-111 (OATS COVER CROP) FOR SPRING/SUMMER APPLICATIONS. BOTH SEED MIXES SHALL BE APPLIED AT A SEEDING RATE OF 100 LBS/ACRE.

MULCH
- IMMEDIATELY AFTER SEEDING, WITHIN 24 HOURS, MNDOT TYPE 1 MULCH SHOULD BE APPLIED TO PROTECT AND ENHANCE SEED GERMINATION. MULCH SHALL BE APPLIED AT 90% COVERAGE (2 TONS PER ACRE OF STRAW MULCH)

SLOPES
- 3:1 (HORIZ/VERT.) OR FLATTER MUCH SHALL BE COVERED WITH MULCH
- SLOPES STEEPER THAN 3:1 OR DITCH BOTTOMS SHALL BE COVERED WITH EROSION CONTROL BLANKET.
- SEE PLAN FOR MORE DETAILED DITCH AND STEEP SLOPE EROSION CONTROL TREATMENTS.

## TRAINING SECTION 21

DESIGN ENGINEER: DAVID J. KNAEBLE P.E.
TRAINING COURSE: DESIGN OF SWPPP
TRAINING ENTITY: UNIVERSITY OF MINNESOTA
INSTRUCTOR: JOHN CHAPMAN
DATES OF TRAINING COURSE: 8/22/2012- 8/23/2012
TOTAL TRAINING HOURS: 12
DATE OF RECERTIFICATION: 4/22/22
EXPIRATION: 5/31/2025

## OWNER INFORMATION

WAITE HOLDINGS
7900 EXCELSIOR BLVD., SUITE 105G
HOPKINS, MN 55343
ELIZABETH WRIGHT
ELIZABETH@THEMOMENTS.COM

## AREAS AND QUANTITIES:

| SITE AREA CALCULATIONS | EXISTING CONDITION | | PROPOSED CONDITION | |
|---|---|---|---|---|
| BUILDING COVERAGE | 26,870 SF | 15.1% | 35,323 SF | 19.8% |
| ALL PAVEMENTS | 48,480 SF | 27.2% | 52,178 SF | 29.3% |
| ALL NON-PAVEMENTS | 102,843 SF | 57.7% | 90,692 SF | 50.9% |
| TOTAL SITE AREA | 178,193 SF | 100.0% | 178,193 SF | 100.0% |

| IMPERVIOUS SURFACE | | |
|---|---|---|
| EXISTING CONDITION | 75,350 SF | 42.3% |
| PROPOSED CONDITION | 87,501 SF | 49.1% |
| DIFFERENCE (EX. VS PROP.) | 12,151 SF | 6.8% |

| EROSION CONTROL QUANTITIES | |
|---|---|
| DISTURBED AREA | ±155,000 SF |
| SILT FENCE/BIO-ROLL | ±3100 LF |
| EROSION CONTROL BLANKET | ±11100 SF |
| INLET PROTECTION DEVICES | ±24 EA |

NOTE: QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL DETERMINE FOR THEMSELVES THE EXACT QUANTITIES FOR BIDDING AND CONSTRUCTION.

## SWPPP CONTACT PERSON

CONTRACTOR:

SWPPP INSPECTOR TRAINING:
ALL SWPPP INSPECTIONS MUST BE PERFORMED BY A PERSON THAT MEETS THE TRAINING REQUIREMENTS OF THE NPDES CONSTRUCTION SITE PERMIT.
TRAINING CREDENTIALS SHALL BE PROVIDED BY THE CONTRACTOR AND KEPT ON SITE WITH THE SWPPP

## PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORM WATER MANAGEMENT SYSTEM

PERMANENT STORMWATER MANAGEMENT IS NOT REQUIRED AS PART OF THIS PROJECT TO MEET NPDES PERMIT REQUIREMENTS. THE PROPERTY OWNER IS RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE PROPOSED STORMWATER SYSTEM.

## SWPPP ATTACHMENTS (ONLY APPLICABLE IF SITE IS 1 ACRE OR GREATER):

CONTRACTOR SHALL OBTAIN A COPY OF THE FOLLOWING SWPPP ATTACHMENTS WHICH ARE A PART OF THE OVERALL SWPPP PACKAGE:
ATTACHMENT A: CONSTRUCTION SWPPP TEMPLATE - SITE SPECIFIC SWPPP DOCUMENT
ATTACHMENT B: CONSTRUCTION STORMWATER INSPECTION CHECKLIST
ATTACHMENT C: MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEMS
ATTACHMENT D: STORMWATER MANAGEMENT REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER. AVAILABLE UPON REQUEST.
ATTACHMENT E: GEOTECHNICAL EVALUATION REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER. AVAILABLE UPON REQUEST.

## SUPPLEMENTARY SITE SPECIFIC EROSION CONTROL NOTES:

THESE NOTES SUPERCEDE ANY GENERAL SWPPP NOTES.

THIS PROJECT IS GREATER THAN 1.0 ACRES SO AN NPDES PERMIT IS REQUIRED AND NEEDS TO BE SUBMITTED TO THE MPCA. THE CONTRACTOR IS REQUIRED TO FOLLOW THE GUIDELINES IN THE NPDES PERMIT THROUGHOUT CONSTRUCTION.

### PROJECT NARRATIVE:

PROJECT IS A REDEVELOPMENT OF AN EXISTING MULTISTORY SENIOR RESIDENTIAL FACILITY INTO A NEW SENIOR-LIVING CARE FACILITY. SITE, GRADING, UTILITY AND LANDSCAPE IMPROVEMENTS WILL OCCUR.

### NATIVE BUFFER NARRATIVE:

PRESERVING A 50 FOOT NATURAL BUFFER AROUND WATER BODIES IS NOT PROVIDED IN THESE PLANS AS THE EXISTING CONSTRUCTED STORM WATER POND ON THE SITE IS PROPOSED TO BE EXPANDED AS A PART OF THE PROJECT.

### INFILTRATION NARRATIVE:

INFILTRATION IS NOT PROVIDED AS PART OF THE PROJECTS PERMANENT STORM WATER MANAGEMENT SYSTEM DUE TO LOW INFILTRATING SOILS PRESENT IN THE VICINITY OF THE PROPOSED BASIN.

### SOIL CONTAMINATION NARRATIVE:

SOILS ONSITE HAVE NOT BEEN IDENTIFIED AS CONTAMINATED.

### SPECIAL TMDL BMP REQUIREMENTS SITE SPECIFIC (IF REQUIRED):

THIS PROJECT IS WITHIN ONE MILE AND DISCHARGES TO PEAVEY POND & HADLEY LAKE - PEAVEY POND & HADLEY LAKE ARE IDENTIFIED AS AN IMPAIRED WATER BODY PER THE MPCA'S 303(D) IMPAIRED WATERS LIST. PEAVEY POND & HADLEY LAKE ARE IMPAIRED FOR NUTRIENTS & CHLORIDE. BECAUSE THESE WATER BODIES ARE LOCATED WITHIN ONE MILE OF THE SITE, BMPS AS DEFINED IN THE NPDES PERMIT ITEMS 23.9 AND 23.10 APPLY. THESE ARE AS FOLLOWS:

1. DURING CONSTRUCTION:
   A. STABILIZATION OF ALL EXPOSED SOIL AREAS MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION BUT IN NO CASE COMPLETED LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
   B. TEMPORARY SEDIMENT BASIN REQUIREMENTS DESCRIBED IN SECTION 14. MUST BE USED FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH FIVE (5) OR MORE ACRES DISTURBED AT ONE TIME.

### PERMANENT STABILIZATION NOTES SITE SPECIFIC:

PERMANENT SEED MIX
- FOR THIS PROJECT ALL AREAS THAT ARE NOT TO BE SODDED OR LANDSCAPED SHALL RECEIVE A NATIVE PERMANENT SEED MIX.
  - AREAS IN BUFFERS AND ADJACENT TO OR IN WET AREAS MNDOT SEED MIX 33-261 (STORMWATER SOUTH AND WEST) AT 35 LBS PER ACRE.
  - DRY AREAS MNDOT SEED MIX 35-221 (DRY PRAIRIE GENERAL) AT 40 LBS PER ACRE.
- MAINTENANCE SHALL BE IN ACCORDANCE TO THE MNDOT SEEDING MANUAL.

CivilSite GROUP
5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
**MOMENTS OF WAYZATA**
163 WAYZATA BLVD. WAYZATA, MN 55391

**WAITE HOLDINGS**
7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Matthew R. Pavek
DATE 02/27/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

| DATE | DESCRIPTION |
|---|---|
| [illegible] | CITY SUBMITTAL |
| [illegible] | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21029.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

SWPPP - DETAILS & NARRATIVE

**SW1.2**

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## ATTACHMENT A: SITE SPECIFIC SWPPP DOCUMENT

| PROJECT LOCATION | | | |
|---|---|---|---|
| ADDRESS | 163 WAYZATA BLVD | CITY/TOWNSHIP | WAYZATA |
| STATE | MN | COUNTY | HENNEPIN |
| ZIP CODE | 55391 | PROJECT SIZE | 4.1 ACRES |
| LATTITUDE/LONGITUDE OF APPROX. CENTROID OF PROJECT | | 44°58'36" N, 93°31'29" W | |
| METHOD OF LAT/LONG COLLECTION | | GOOGLE EARTH | |
| PROJECT TYPE | | RESIDENTIAL, COMMERCIAL, INDUSTRIAL, ROAD CONSTRUCTION, RESIDENTIAL AND ROAD CONSTRUCTION, OTHER | |
| IMPERVIOUS SURFACES (ACRES) | | | |
| EXISTING | | 1.7 | |
| PROPOSED | | 2.0 | |
| DIFFERENCE | | 0.3 | |
| ESTIMATED CONSTRUCTION TIMELINE | | | |
| START | 7-24 | END | 8-24 |
| CONSTRUCTION ACTIVITY | | REDEVELOPMENT OF SENIOR LIVING FACILITY | |
| SOIL TYPES | | GRAVELLY SAND, SANDY LOAM, CLAY LOAM, MUCK | |

| RECEIVING WATER BODIES | | | | | |
|---|---|---|---|---|---|
| | WATER BODY ID | NAME OF WATER BODY | WATER BODY TYPE | SPECIAL WATER (Y/N) | IMPAIRED WATER (Y/N) |
| 1 | 27-0138-00 | PEAVEY | POND | N | Y |
| 2 | 27-0109-00 | HADLEY | LAKE | N | Y |

**SITE LOCATION MAP -**

**GENERAL SITE INFORMATION (5.1)**
1. DESCRIBE THE LOCATION AND TYPE OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S). INCLUDE THE TIMING FOR INSTALLATION AND PROCEDURES USED TO ESTABLISH ADDITIONAL TEMPORARY BMP'S AS NECESSARY. (5.5)
THE PROJECT IS PROTECTED BY TWO (W) MAIN BMP'S, SILT FENCE AND INLET PROTECTION DEVICES. THE SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE AND MONITORED AS NECESSARY. INLET PROTECTION DEVICES WILL BE INSTALLED IN ALL CATCH BASINS ON THE SITE AND ANY OFF SITE THAT WILL RECEIVE STORMWATER RUNOFF FROM THIS SITE. AS THE PROJECT PROGRESSES ADDITIONAL BMP'S SUCH AS EROSION CONTROL BLANKET MAY BE UTILIZED.
2. ATTACH TO THIS SWPPP A TABLE WITH THE ANTICIPATED QUANTITIES FOR THE LIFE OF THE PROJECT FOR ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S (5.7).
SEE PAGE SW1.3
3. ATTACH TO THIS SWPPP A SITE MAP THAT INCLUDES THE FOLLOWING FEATURES (5.9)
EXIST AND FINAL GRADES, INCLUDING DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORMWATER RUNOFF DRAINAGE AREAS LOCATED WITHIN THE PROJECT LIMITS.

LOCATIONS OF IMPERVIOUS SURFACES AND SOIL TYPES.
- EXISTING AND FINAL GRADES, INCLUDING DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORMWATER RUNOFF DRAINAGE AREAS LOCATED WITHIN PROJECT LIMITS.
- LOCATIONS OF AREAS NOT TO BE DISTURBED.
- LOCATION OF AREAS OF PHASED CONSTRUCTION.
- ALL SURFACE WATERS AND EXISTING WETLANDS WITHIN ONE MILE FROM THE PROJECT BOUNDARIES THAT WILL RECEIVE STORMWATER RUNOFF FROM THE SITE (IDENTIFIABLE ON MAPS SUCH AS USGS 7.5 MINUTE QUADRANGLE MAPS OR EQUIVALENT. WHERE SURFACE WATERS RECEIVING RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY WILL NOT FIT ON THE PLAN SHEET, THEY MUST BE IDENTIFIED WITH AN ARROW, INDICATING BOTH DIRECTION AND DISTANCE TO THE SURFACE WATER.
- METHODS TO BE USED FOR FINAL STABILIZATION OF ALL EXPOSED SOIL AREA

4. WERE STORMWATER MITIGATION MEASURES REQUIRED AS THE RESULT OF AN ENVIRONMENTAL, ARCHAEOLOGICAL, OR OTHER REQUIRED LOCAL, STATE OR FEDERAL REVIEW OF THE PROJECT?
NO
IF YES, DESCRIBE HOW THESE MEASURES WERE ADDRESSED IN THE SWPPP. (5.16)
N/A
5. IS THE PROJECT LOCATED IN A KARST AREA SUCH THAT ADDITIONAL MEASURES WOULD BE NECESSARY TO PROJECT DRINKING WATER SUPPLY MANAGEMENT AREAS AS DESCRIBED IN MINN. R. CHAPTERS 7050 AND 7060?
NO
IF YES, DESCRIBE THE ADDITIONAL MEASURES TO BE USED. (SECTION 23)
N/A
6. DOES THE SITE DISCHARGE TO A CALCEREOUS FEN LISTED IN MINN. R. 7050.0180, SUBP. 6.B?
NO
IF YES, A LETTER OF APPROVAL FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES MUST BE OBTAINED PRIOR TO APPLICATION FOR THIS PERMIT.
7. DOES THE SITE DISCHARGE TO A WATER THAT IS LISTED AS IMPAIRED FOR THE FOLLOWING POLLUTANT(S) OR STRESSOR(S): PHOSPHORUS, TURBIDITY, DISSOLVED OXYGEN OR BIOTIC IMPAIRMENT? USE THE SPECIAL AND IMPAIRED WATERS SEARCH TOOL AT: WWW.PCA.STATE.MN.US/WATER/STORMWATER/STORMWATER-C.HTML
YES
IF NO, SKIP TO TRAINING
DOES THE IMPAIRED WATER HAVE AN APPROVED TOTAL MAXIMUM DAILY LOADS (TMDL) WITH AN APPROVED WASTE LOAD ALLOCATION FOR CONSTRUCTION ACTIVITY?
YES
IF YES:
A. LIST THE RECEIVING WATER, THE AREAS OF THE SITE DISCHARGING TO IT, AND THE POLLUTANT(S) IDENTIFIED IN THE TMDL.
B. LIST THE BMP'S AND ANY OTHER SPECIFIC CONSTRUCTION STORMWATER RELATED IMPLEMENTATION ACTIVITIES IDENTIFIED IN THE TMDL.
IF THE SITE HAS A DISCHARGE POINT WITHIN ONE MILE OF THE IMPAIRED WATER AND THE WATER FLOWS TO THE IMPAIRED WATER BUT NO SPECIFIC BMPS FOR CONSTRUCTION ARE IDENTIFIED IN THE TMDL, THE ADDITIONAL BMPS IN SECTION 23 MUST BE ADDED TO THE SWPPP AND IMPLEMENTED (15.19). THE ADDITIONAL BMPS ONLY APPLY TO THOSE PORTIONS OF THE PROJECT THAT DRAIN TO ONE OF THE IDENTIFIED DISCHARGE POINTS.
N/A
8. IDENTIFY ADJACENT PUBLIC WATERS WHERE THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES (DNR) HAS DECLARED "WORK IN WATER RESTRICTIONS" DURING FISH SPAWNING TIMEFRAMES
N/A

**SELECTION OF A PERMANENT STORMWATER MANAGEMENT SYSTEM (SECTION 15)**
1. WILL THE PROJECT CREATE A NEW CUMULATIVE IMPERVIOUS SURFACE GREATER THAN OR EQUAL TO ONE ACRE?
YES
IF YES, A WATER QUALITY VOLUME OF ONE INCH OF RUNOFF FROM THE CUMULATIVE NEW IMPERVIOUS SURFACES MUST BE RETAINED ON SITE (SEE 16.7 OF THE PERMIT) THROUGH INFILTRATION UNLESS PROHIBITED DUE TO ONE OF THE REASONS IN ITEMS 16.4 THROUGH 16.21. IF INFILTRATION IS PROHIBITED IDENTIFY OTHER METHOD OF MEETING WATER QUALITY REQUIREMENTS (E.G., FILTRATION SYSTEM, WET SEDIMENTATION BASIN, REGIONAL PONDING OR EQUIVALENT METHOD
2. DESCRIBE WHICH METHOD WILL BE USED TO TREAT RUNOFF FROM THE NEW IMPERVIOUS SURFACES CREATED BY THE PROJECT:
INCLUDE ALL CALCULATIONS AND DESIGN INFORMATION FOR THE METHOD SELECTED. SEE SECTION 23 OF THE PERMIT FOR SPECIFIC REQUIREMENTS ASSOCIATED WITH EACH METHOD.
VOLUME ABSTRACTION CREDIT UTILIZING FILTRATION
CALCULATIONS ARE WITHIN THE SITE STORM WATER MANAGEMENT REPORT AND PART OF THIS SWPPP AS ATTACHMENT D.
3. IF IT IS NOT FEASIBLE TO MEET THE TREATMENT REQUIREMENT FOR THE WATER QUALITY VOLUME, DESCRIBE WHY. THIS CAN INCLUDE PROXIMITY TO BEDROCK OR ROAD PROJECTS WHERE THE LACK OF RIGHT OF WAY PRECLUDES THE INSTALLATION OF ANY PERMANENT STORMWATER MANAGEMENT PRACTICES. DESCRIBE WHAT OTHER TREATMENT, SUCH AS GRASS SWALES, SMALLER PONDS, OR GRIT CHAMBERS, WILL BE IMPLEMENTED TO TREAT RUNOFF PRIOR TO DISCHARGE TO SURFACE WATERS. (15.8)
IT IS NOT FEASIBLE TO MEET REQUIREMENT FOR WATER QUALITY VOLUME DUE TO LOW INFILTRATING SOILS.
4. FOR PROJECTS THAT DISCHARGE TO TROUT STREAMS, INCLUDING TRIBUTARIES TO TROUT STREAMS, IDENTIFY METHOD OF INCORPORATING TEMPERATURE CONTROLS INTO THE PERMANENT STORMWATER MANAGEMENT SYSTEM.
N/A

**EROSION PREVENTION PRACTICES (SECTION 8.1)**
DESCRIBE THE TYPES OF TEMPORARY EROSION PREVENTION BMP'S EXPECTED TO BE IMPLEMENTED ON THIS SITE DURING CONSTRUCTION:
1. DESCRIBE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES TO MINIMIZE EROSION. DELINEATE AREAS NOT TO BE DISTURBED (E.G., WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) BEFORE WORK BEGINS.
SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE.
2. DESCRIBE METHODS OF TEMPORARILY STABILIZING SOILS AND SOIL STOCKPILES (E.G., MULCHES, HYDRAULIC TACKIFIERS, EROSION BLANKETS, ETC.):
TEMPORARY EROSION PROTECTION WILL BE SEED AND MULCH AND EROSION BLANKETS WHERE REQUIRED, WITH PERMANENT COVER BEING EITHER SOD OR LANDSCAPE FEATURES.
3. DESCRIBE METHODS OF DISSIPATING VELOCITY ALONG STORMWATER CONVEYANCE CHANNELS AND AT CHANNEL OUTLETS (E.G., CHECK DAMS, SEDIMENT TRAPS, RIP RAP, ETC.):
SOD WILL BE UTILIZED ALONG CHANNELS AND RIP RAP AT CHANNEL.
4. DESCRIBE METHODS TO BE USED FOR STABILIZATION OF DITCH AND SWALE WETTED PERIMETERS (NOTE THAT MULCH, HYDRAULIC SOIL TACKIFIERS, HYDROMULCHES, ETC. ARE NOT ACCEPTABLE SOIL STABILIZATION METHODS FOR ANY PART OF A DRAINAGE DITCH OR SWALE)
FINAL STABILIZATION OF SWALES WILL BE SOD
5. DESCRIBE METHODS TO BE USED FOR ENERGY DISSIPATION AT PIPE OUTLETS (E.G., RIP RAP, SPLASH PADS, GABIONS, ETC.)
RIP RAP WILL BE UTILIZED AT PIPE OUTLETS
6. DESCRIBE METHODS TO BE USED TO PROMOTE INFILTRATION AND SEDIMENT REMOVAL ON THE SITE PRIOR TO OFFSITE DISCHARGE, UNLESS INFEASIBLE (E.G., DIRECT STORMWATER FLOW TO VEGETATED AREAS):
DISCONNECTED IMPERVIOUS AREA AND INFILTRATION AREAS WILL BE UTILIZED
7. FOR DRAINAGE OR DIVERSION DITCHES, DESCRIBE PRACTICES TO STABILIZE THE NORMAL WETTED PERIMETER WITHIN 200 LINEAL FEET OF THE PROPERTY EDGE OR POINT OF DISCHARGE TO SURFACE WATER. THE LAST 200 LINEAL FEET MUST BE STABILIZED WITHIN **24 HOURS** AFTER CONNECTING TO SURFACE WATERS AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED FOR ALL DISCHARGES TO SPECIAL, IMPAIRED OR "WORK IN WATER RESTRICTIONS". ALL OTHER REMAINING PORTIONS OF THE TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER, PROPERTY EDGE AND CONSTRUCTION IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.
N/A, NO DITCHES ON SITE
8. DESCRIBE ADDITIONAL EROSION PREVENTION MEASURES THAT WILL BE IMPLEMENTED AT THE SITE DURING CONSTRUCTION (E.G., CONSTRUCTION PHASING, MINIMIZING SOIL DISTURBANCE, VEGETATIVE BUFFERS, HORIZONTAL SLOPE GRADING, SLOPE DRAINING/TERRACING, ETC.):
OTHER EROSION CONTROL PRACTICES INCLUDE BUT ARE NOT LIMITED TO: MINIMIZING SITE EXPOSURE WHEN POSSIBLE.
9. IF APPLICABLE, INCLUDE ADDITIONAL REQUIREMENTS IN APPENDIX A PART C.3 REGARDING MAINTAINING A 100-FOOT BUFFER ZONE OR INSTALLING REDUNDANT BMPS FOR PORTIONS OF THE SITE THAT DRAIN TO SPECIAL WATERS)
N/A
10. IF APPLICABLE, DESCRIBE ADDITIONAL EROSION PREVENTION BMPS TO BE IMPLEMENTED AT THE SITE TO PROTECT PLANNED FILTRATION AREAS
MINIMIZE SITE EXPOSURE IN AREAS ADJACENT TO FILTRATION AREAS.

**SEDIMENT CONTROL PRACTICES (SECTION 9.1)**
DESCRIBE THE METHODS OF SEDIMENT CONTROL BMPS TO BE IMPLEMENTED AT THIS SITE DURING CONSTRUCTION TO MINIMIZE SEDIMENT IMPACTS TO SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS
1. DESCRIBE METHODS TO BE USED FOR DOWN GRADIENT PERIMETER CONTROL:
SILT FENCE WILL BE INSTALLED AROUND THE ENTIRE PERIMETER OF THE SITE
2. DESCRIBE METHODS TO BE USED TO CONTAIN SOIL STOCKPILES:
SEED AND MULCH AS WELL AS EROSION CONTROL BLANKETS WILL BE UTILIZED AS NECESSARY
3. DESCRIBE METHODS TO BE USED FOR STORM DRAIN INLET PROTECTION:
SEE INLET PROTECTION DETAILS
4. DESCRIBE METHODS TO MINIMIZE VEHICLE TRACKING AT CONSTRUCTION EXITS AND STREET SWEEPING ACTIVITIES:
THE PROJECT WILL UTILIZE A ROCK CONSTRUCTION ENTRANCE.
5. DESCRIBE METHODS, IF APPLICABLE, ADDITIONAL SEDIMENT CONTROLS (E.G., DIVERSION BERMS) TO BE INSTALLED TO KEEP RUNOFF AWAY FROM PLANNED INFILTRATION AREAS WHEN EXCAVATED PRIOR TO FINAL STABILIZATION OF THE CONTRIBUTING DRAINAGE AREA:
SILT FENCE TO BE INSTALLED IMMEDIATELY AFTER GRADING TO PROTECT FILTRATION AND POND AREAS.
6. DESCRIBE METHODS TO BE USED TO MINIMIZE SOIL COMPACTION AND PRESERVE TOP SOIL (UNLESS INFEASIBLE) AT THIS SITE:
LIGHT TRACKED EQUIPMENT WILL BE USED, TOPSOIL WILL BE STRIPPED AND STOCKPILED
7. DESCRIBE PLANS TO PRESERVE A 50-FOOT NATURAL BUFFER BETWEEN THE PROJECT'S SOIL DISTURBANCE AND A SURFACE WATER OR PLANS FOR REDUNDANT SEDIMENT CONTROLS IF A BUFFER IS INFEASIBLE:
DOUBLE ROW OF SILT FENCE WILL BE INSTALLED ALONG WETLAND. PROJECT WILL NOT DISTURB WITHIN 200 FEET OF WETLAND.
8. DESCRIBE PLANS FOR USE OF SEDIMENTATION TREATMENT CHEMICALS (E.G., POLYMERS, FLOCCULANTS, ETC.) SEE PART 9.18 OF THE PERMIT:
N/A
9. IS THE PROJECT REQUIRED TO INSTALL A TEMPORARY SEDIMENT BASIN DUE TO 10 OR MORE ACRES DRAINING TO A COMMON LOCATION OR 5 ACRES OR MORE IF THE SITE IS WITHIN 1 MILE OF A SPECIAL OR IMPAIRED WATER?
YES
IF YES, DESCRIBE (OR ATTACH PLANS ) SHOWING HOW THE BASIN WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH SECTION 14.
PROPOSED FILTRATION BASINS WILL SERVE AS TEMPORARY SEDIMENTS BASINS THAT WILL THEN BE CONVERTED TO PERMANENT FILTRATIONS BASINS.

## SOILS INFORMATION

| MAP UNIT SYMBOL | MAP UNIT NAME |
|---|---|
| | |
| | |
| | |
| | |
| | |

**DEWATERING AND BASIN DRAINING (SECTION 10.1)**
1. WILL THE PROJECT INCLUDE DEWATERING OR BASIN DRAINING?
YES
IF YES, DESCRIBE MEASURES TO BE USED TO TREAT/DISPOSE OF TURBID OR SEDIMENT-LADEN WATER AND METHOD TO PREVENT EROSION OR SCOUR OF DISCHARGE POINTS (SEE 10.2 THROUGH 10.4 OF THE PERMIT):
CONTRACTOR WILL TREAT/FILTER THE WATER AS NECESSARY PRIOR TO DISCHARGE FROM THE SITE
2. WILL THE PROJECT INCLUDE USE OF FILTERS FOR BACKWASH WATER?
NO
IF YES, DESCRIBE HOW FILTER BACKWASH WATER WILL BE MANAGED ON THE SITE OR PROPERLY DISPOSED (10.5).
N/A

**ADDITIONAL BMP'S FOR SPECIAL WATERS AND DISCHARGES TO WETLANDS (SECTION 23.1)**
1. SPECIAL WATERS. DOES YOUR PROJECT DISCHARGE TO SPECIAL WATERS?
NO
2. IF PROXIMITY TO BEDROCK OR ROAD PROJECTS WHERE THE LACK OF RIGHT OF WAY PRECLUDES THE INSTALLATION OF ANY OF THE PERMANENT STORMWATER MANAGEMENT PRACTICES, THEN OTHER TREATMENT SUCH AS GRASSED SWALES, SMALLER PONDS, OR GRIT CHAMBERS IS REQUIRED PRIOR TO DISCHARGE TO SURFACE WATERS. DESCRIBE WHAT OTHER TREATMENT WILL BE PROVIDED.
N/A
3. DESCRIBE EROSION AND SEDIMENT CONTROLS FOR EXPOSED SOIL AREAS WITH A CONTINUOUS POSITIVE SLOPE TO A SPECIAL WATERS, AND TEMPORARY SEDIMENT BASINS FOR AREAS THAT DRAIN FIVE OR MORE ACRES DISTURBED AT ONE TIME.
N/A
4. DESCRIBE THE UNDISTURBED BUFFER ZONE TO BE USED (NOT LESS THAN 100 LINEAR FEET FROM THE SPECIAL WATER).
N/A
5. DESCRIBE HOW THE PERMANENT STORMWATER MANAGEMENT SYSTEM WILL ENSURE THAT THE PRE AND POST PROJECT RUNOFF RATE AND VOLUME FROM THE 1, AND 2-YEAR 24-HOUR PRECIPITATION EVENTS REMAINS THE SAME.
N/A
6. DESCRIBE HOW THE PERMANENT STORMWATER MANAGEMENT SYSTEM WILL MINIMIZE ANY INCREASE IN THE TEMPERATURE OF TROUT STREAM RECEIVING WATERS RESULTING IN THE 1, AND 2-YEAR 24-HOUR PRECIPITATION EVENTS.
N/A
7. **WETLANDS.** DOES YOUR PROJECT DISCHARGE STORMWATER WITH THE POTENTIAL FOR SIGNIFICANT ADVERSE IMPACTS TO A WETLAND (E.G., CONVERSION OF A NATURAL WETLAND TO A STORMWATER POND)?
NO
IF YES, DESCRIBE THE WETLAND MITIGATION SEQUENCE THAT WILL BE FOLLOWED IN ACCORDANCE WITH SECTION 22 OF THE PERMIT.
N/A

**INSPECTIONS AND MAINTENANCE (SECTION 11.1)**
DESCRIBE PROCEDURES TO ROUTINELY INSPECT THE CONSTRUCTION SITE:
- ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND
- WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS, AND WITHIN (7) DAYS AFTER THAT

INSPECTIONS MUST INCLUDE STABILIZED AREAS, EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND INFILTRATION AREAS.
INSPECTOR WILL FOLLOW REQUIREMENTS SPECIFIED ABOVE AND FILL OUT "ATTACHMENT B - CONSTRUCTION STORMWATER INSPECTION CHECKLIST"
1. DESCRIBE PRACTICES FOR STORAGE OF BUILDING PRODUCTS WITH A POTENTIAL TO LEACH POLLUTANTS TO MINIMIZE EXPOSURE TO STORMWATER:
ALL BUILDING PRODUCTS WILL BE SEALED AND STORED IN A MANNER TO MINIMIZE EXPOSURE
2. DESCRIBE PRACTICES FOR STORAGE OF PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICAL, AND LANDSCAPE MATERIALS:
ALL LANDSCAPE TREATMENT CHEMICALS WILL BE SEALED AND STORED IN A MANNER TO MINIMIZED EXPOSURE
3. DESCRIBE PRACTICES FOR STORAGE AND DISPOSAL OF HAZARDOUS MATERIALS OR TOXIC WASTE (E.G., OIL, FUEL, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVE, ADDITIVES, CURING COMPOUNDS, AND ACIDS) ACCORDING TO MINN. R. CH. 7045, INCLUDING RESTRICTED ACCESS AND SECONDARY CONTAINMENT:
ALL HAZARDOUS WASTE WILL BE APPROPRIATELY DISPOSED OF OFF SITE ACCORDING TO LOCAL AND STATE LAWS.
4. DESCRIBE COLLECTION, STORAGE AND DISPOSAL OF SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035:
ALL CONSTRUCTION DEBRIS AND SOLID WASTER WILL BE APPROPRIATELY DISPOSED OF OFF SITE ACCORDING TO LOCAL AND STATE LAWS
5. DESCRIBE MANAGEMENT OF PORTABLE TOILETS TO PREVENT TIPPING AND DISPOSAL OF SANITARY WASTES IN ACCORDANCE WITH MINN. R. CH. 7040:
SANITARY AND SEPTIC SERVICES WILL BE PROVIDED TO WORKERS WITH PORTABLE FACILITIES MAINTAINED AS NEEDED BY THE PROVIDER.
6. DESCRIBE SPILL PREVENTION AND RESPONSE FOR FUELING AND EQUIPMENT OR VEHICLE MAINTENANCE:
EMPLOYEES WILL BE TRAINED IN TECHNIQUES DESIGNED TO MINIMIZE SPILLS. VEHICLES AND EQUIPMENT SHALL BE CHECKED FOR LEAKS.
7. DESCRIBE CONTAINMENT AND DISPOSAL OF VEHICLE AND EQUIPMENT WASH WATER AND PROHIBITING ENGINE DEGREASING ON THE SITE:
ALL CONSTRUCTION VEHICLES SHALL BE WASHED OFF SITE
8. DESCRIBE STORAGE AND DISPOSAL OF CONCRETE AND OTHER WASHOUT WASTES SO THAT WASTES DO NOT CONTACT THE GROUND:
ALL CONCRETE WASHOUT SHALL OCCUR OFF SITE.

**FINAL STABILIZATION (25.22)**
1. DESCRIBE METHOD OF FINAL STABILIZATION (PERMANENT COVER) OF ALL DISTURBED AREAS:
FINAL STABILIZATION WILL BE ACCOMPLISHED WITH PAVEMENT, SOD AND LANDSCAPE MATERIALS.
2. DESCRIBE METHODS USED TO CLEAN ALL STORMWATER TREATMENT SYSTEMS AND STORMWATER CONVEYANCE SYSTEMS OF ACCUMULATED SEDIMENT (25.22):
CLEANING OF STORMWATER TREATMENT SYSTEMS SHALL BE DONE BY HAND SUCH AS THE USE OF A SHOVEL.
3. DESCRIBE METHODS FOR REMOVING ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S:
REMOVAL OF TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S CAN BE DONE BY HAND AND PROPERLY DISPOSED OF.

## ATTACHMENT B: SWPPP INSPECTION FORM

NOTE: THIS INSPECTION REPORT DOES NOT ADDRESS ALL ASPECTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) CONSTRUCTION STORMWATER PERMIT (PERMIT) ISSUED ON AUGUST 1, 2018. THE COMPLETION OF THIS CHECKLIST DOES NOT GUARANTEE THAT ALL PERMIT REQUIREMENTS ARE IN COMPLIANCE; IT IS THE RESPONSIBILITY OF THE PERMITTEE(S) TO READ AND UNDERSTAND THE PERMIT REQUIREMENTS.

**FACILITY INFORMATION**
SITE NAME:
SITE ADDRESS: PERMIT NUMBER:
CITY: STATE: ZIP CODE:

**INSPECTION INFORMATION**
INSPECTOR NAME: ____________ PHONE NUMBER: ____________
ORGANIZATION/COMPANY MAN: ____________
DATE (MM/DD/YYYY): ____________ TIME: ________ AM / PM
IS THE INSPECTOR CERTIFIED IN SEDIMENT AND EROSION CONTROL AND IS IT DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP)? Y ☐ N ☐
IS THIS INSPECTION ROUTINE OR IN RESPONSE TO A STORM EVENT:
7 DAY ☐ RAIN ☐

RAINFALL AMOUNT (IF APPLICABLE): ________
IS SITE WITHIN ONE AERIAL MILE OF SPECIAL OR IMPAIRED WATER THAT CAN POTENTIALLY RECEIVE DISCHARGE FROM THE SITE? Y ☐ N ☐
IF YES, FOLLOW SECTION 23 AND OTHER APPLICABLE PERMIT REQUIREMENTS

**NOTE:** IF N/A IS SELECTED AT ANY TIME, SPECIFY WHY IN THE COMMENT AREA FOR THAT SECTION.

**EROSION CONTROL REQUIREMENT (SECTION 8.1)**

| | | Y | N | N/A |
|---|---|---|---|---|
| 1. | ARE SOILS STABILIZED WHERE NO CONSTRUCTION ACTIVITY HAS OCCURRED FOR 14 DAYS (INCLUDING STOCKPILES)? (7 DAYS WHERE APPLICABLE, OR 24 HOURS DURING MINNESOTA DEPARTMENT OF NATURAL RESOURCES [DNR] FISH SPAWNING RESTRICTIONS) | ☐ | ☐ | ☐ |
| 2. | HAS THE NEED TO DISTURB STEEP SLOPES BEEN MINIMIZED? | ☐ | ☐ | ☐ |
| 3. | IF STEEP SLOPES ARE DISTURBED, ARE STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES USED? | ☐ | ☐ | ☐ |
| 4. | ALL DITCHES/SWALES STABILIZED 200' BACK FROM POINT OF DISCHARGE OR PROPERTY EDGE WITHIN 24 HOURS? (MULCH, HYDROMULCH, TACKIFIER, OR SIMILAR BEST MANAGEMENT PRACTICES [BMPS] ARE NOT ACCEPTABLE IN DITCHES/SWALES IF THE SLOPE IS GREATER THAN 2%)ARE APPROPRIATE BMP'S INSTALLED PROTECTING INLETS/OUTLETS? | ☐ | ☐ | ☐ |
| 5. | DO PIPE OUTLETS HAVE ENERGY DISSIPATION (WITHIN 24 HOURS OF CONNECTION)? | ☐ | ☐ | ☐ |
| 6. | IS CONSTRUCTION PHASING BEING FOLLOWED IN ACCORDANCE WITH THE SWPPP? | ☐ | ☐ | ☐ |
| 7. | ARE AREAS NOT TO BE DISTURBED MARKED OFF (FLAGS, SIGNS, ETC.)? | ☐ | ☐ | ☐ |

**COMMENTS:**

**SEDIMENT CONTROL REQUIREMENTS (SECTION 9.1)**

| | | Y | N | N/A |
|---|---|---|---|---|
| 1. | ARE PERIMETER SEDIMENT CONTROLS INSTALLED PROPERLY ON ALL DOWN GRADIENT PERIMETERS? | ☐ | ☐ | ☐ |
| 2. | ARE APPROPRIATE BMPS INSTALLED PROTECTING INLETS, CATCH BASINS, AND CULVERT INLETS? | ☐ | ☐ | ☐ |
| 3. | IS A 50 FOOT NATURAL BUFFER PRESERVED AROUND ALL SURFACE WATERS DURING CONSTRUCTION? | ☐ | ☐ | ☐ |
| 3.1. | IF NO, HAVE REDUNDANT SEDIMENT CONTROLS BEEN INSTALLED? | ☐ | ☐ | ☐ |
| 4. | DO ALL ERODIBLE STOCKPILES HAVE PERIMETER CONTROL IN PLACE? | ☐ | ☐ | ☐ |
| 5. | IS THERE A TEMPORARY SEDIMENT BASIN ON SITE, AND IS IT BUILT AS REQUIRED IN SECTION 14 OF THE PERMIT? | ☐ | ☐ | ☐ |
| 6. | IS SOIL COMPACTION BEING MINIMIZED WHERE NOT DESIGNED FOR COMPACTION? | ☐ | ☐ | ☐ |
| 7. | IS TOPSOIL BEING PRESERVED UNLESS INFEASIBLE? | ☐ | ☐ | ☐ |
| 8. | IF CHEMICAL FLOCCULANTS ARE USED, IS THERE A CHEMICAL FLOCCULANT PLAN IN PLACE? | ☐ | ☐ | ☐ |

**COMMENTS:**

**MAINTENANCE AND INSPECTIONS (SECTION 11)**

| | | Y | N | N/A |
|---|---|---|---|---|
| 1. | ARE ALL PREVIOUSLY STABILIZED AREAS MAINTAINING GROUND COVER? | ☐ | ☐ | ☐ |
| 2. | ARE PERIMETER CONTROLS MAINTAINED AND FUNCTIONING PROPERLY, SEDIMENT REMOVED WHEN ONE-HALF FULL? | ☐ | ☐ | ☐ |
| 3. | ARE INLET PROTECTION DEVICES MAINTAINED AND ADEQUATELY PROTECTING INLETS? | ☐ | ☐ | ☐ |
| 4. | ARE THE TEMPORARY SEDIMENT BASINS BEING MAINTAINED AND FUNCTIONING PROPERLY? | ☐ | ☐ | ☐ |
| 5. | ARE VEHICLE TRACKING BMPS AT SITE EXISTS IN PLACE AND MAINTAINED AND FUNCTIONING PROPERLY? | ☐ | ☐ | ☐ |
| 6. | IS ALL TRACKED SEDIMENT BEING REMOVED WITHIN 24 HOURS? | ☐ | ☐ | ☐ |
| 7. | HAVE ALL SURFACE WATERS, DITCHES, CONVEYANCES, AND DISCHARGE POINTS BEEN INSPECTED? | ☐ | ☐ | ☐ |
| 8. | WERE ANY DISCHARGES SEEN DURING THIS INSPECTION (I.E., SEDIMENT, TURBID WATER, OR OTHERWISE)? | ☐ | ☐ | ☐ |

IF YES, RECORD THE LOCATION OF ALL POINTS OF DISCHARGE. PHOTOGRAPH AND DESCRIBE THE DISCHARGE (SIZE, COLOR, ODOR, FOAM, OIL SHEEN, TIME, ETC.). DESCRIBE HOW THE DISCHARGE WILL BE ADDRESSED. WAS THE DISCHARGE A SEDIMENT DELTA? IF YES, WILL THE DELTA BE RECOVERED WITHIN SEVEN DAYS AND IN ACCORDANCE WITH ITEM 11.5 OF THE PERMIT?

**COMMENTS:**

**POLLUTION PREVENTION (SECTION 12)**

| | | Y | N | N/A |
|---|---|---|---|---|
| 1. | ARE ALL CONSTRUCTION MATERIALS THAT CAN LEACH POLLUTANTS UNDER COVER OR PROTECTED? | ☐ | ☐ | ☐ |
| 2. | ARE HAZARDOUS MATERIALS BEING PROPERLY STORED? | ☐ | ☐ | ☐ |
| 3. | ARE APPROPRIATE BMPS BEING USED TO PREVENT DISCHARGES ASSOCIATED WITH FUELING AND MAINTENANCE OF EQUIPMENT OR VEHICLES? | ☐ | ☐ | ☐ |
| 4. | ARE ALL SOLID WASTES BEING PROPERLY CONTAINED AND DISPOSED OF? | ☐ | ☐ | ☐ |
| 5. | IS THERE A CONCRETE/OTHER MATERIAL WASHOUT AREA ON SITE AND IS IT BEING USED? | ☐ | ☐ | ☐ |
| 6. | IS THE CONCRETE WASHOUT AREA MARKED WITH A SIGN? | ☐ | ☐ | ☐ |
| 7. | ARE THE CONCRETE/OTHER MATERIAL WASHOUT AREAS PROPERLY MAINTAINED? | ☐ | ☐ | ☐ |

**COMMENTS:**

**OTHER**

| | | Y | N | N/A |
|---|---|---|---|---|
| 1. | IS A COPY OF THE SWPPP, INSPECTION RECORDS, AND TRAINING DOCUMENTATION LOCATED ON THE CONSTRUCTION SITE, OR CAN IT BE MADE AVAILABLE WITHIN 72 HOURS? | ☐ | ☐ | ☐ |
| 2. | HAS THE SWPPP BEEN FOLLOWED AND IMPLEMENTED ON SITE, AND AMENDED AS NEEDED? | ☐ | ☐ | ☐ |
| 3. | IS ANY DEWATERING OCCURRING ON SITE? | ☐ | ☐ | ☐ |
| | IF YES, WHAT BMPS ARE BEING USED TO ENSURE THAT CLEAN WATER IS LEAVING THE SITE AND THE DISCHARGE IS NOT CAUSING EROSION OR SCOUR? | ☐ | ☐ | ☐ |
| 4. | WILL A PERMANENT STORMWATER MANAGEMENT SYSTEM BE CREATED FOR THIS PROJECT IF REQUIRED AND IN ACCORDANCE WITH SECTION 15 OF THE PERMIT (IF ADDING AN ACRE OR MORE OF NEW IMPERVIOUS SURFACE)? IF YES, DESCRIBE: | ☐ | ☐ | ☐ |
| 5. | IF INFILTRATION/FILTRATION SYSTEMS ARE BEING CONSTRUCTED, ARE THEY MARKED AND PROTECTED FROM COMPACTION AND SEDIMENTATION? | ☐ | ☐ | ☐ |

6. DESCRIPTION OF AREAS OF NON-COMPLIANCE NOTED DURING THE INSPECTION, REQUIRED CORRECTIVE ACTIONS, AND RECOMMENDED DATE OF COMPLETION OF CORRECTIVE ACTIONS:

7. PROPOSED AMENDMENTS TO THE SWPPP:

8. POTENTIAL AREAS OF FUTURE CONCERN:

9. ADDITIONAL COMMENTS

DISCLOSURES:
- AFTER DISCOVERY, THE PERMIT REQUIRES MANY OF THE DEFICIENCIES THAT MAY BE FOUND ON SITE BE CORRECTED WITHIN A SPECIFIED PERIOD OF TIME. SEE PERMIT FOR MORE DETAILS.
- THE PERMITTEE(S) IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS AS WELL AS EROSION PREVENTION AND SEDIMENT CONTROL BMPS UNTIL ANOTHER PERMITTEE HAS OBTAINED COVERAGE UNDER THIS PERMIT ACCORDING TO SECTION 3, OR THE PROJECT HAS MET THE TERMINATION CONDITIONS OF THE PERMIT AND A NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE MINNESOTA POLLUTION CONTROL AGENCY.

## ATTACHMENT C: MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEM

ATTACHMENT C - ABOVE-GROUND
FACILITY MANAGEMENT SCHEDULE

1. ALL STORMWATER RETENTION, DETENTION AND TREATMENT BASINS MUST BE INSPECTED AT LEAST ONCE A YEAR TO DETERMINE THAT BASIN RETENTION AND TREATMENT CHARACTERISTICS ARE ADEQUATE. A STORAGE TREATMENT BASIN WILL BE CONSIDERED INADEQUATE IF SEDIMENT HAS DECREASED THE WET STORAGE VOLUME BY 50 PERCENT OR DRY STORAGE VOLUME BY 25 PERCENT OF ITS ORIGINAL DESIGN VOLUME. BASED ON THIS INSPECTION, IF A STORMWATER BASIN REQUIRES SEDIMENT CLEANOUT, THE BASIN WILL BE RESTORED TO ITS ORIGINAL DESIGN CONTOURS AND VEGETATED STATE WITHIN ONE YEAR OF THE INSPECTION DATE.
2. ALL OUTLET STRUCTURES, CULVERTS, OUTFALL STRUCTURES AND OTHER STORMWATER FACILITIES FOR WHICH MAINTENANCE REQUIREMENTS ARE NOT OTHERWISE SPECIFIED HEREIN MUST BE INSPECTED IN THE SPRING, SUMMER AND FALL OF EACH YEAR. WITHIN 30 DAYS OF THE INSPECTION DATE, ALL ACCUMULATED SEDIMENT AND DEBRIS MUST BE REMOVED SUCH THAT EACH STORMWATER FACILITY OPERATES AS DESIGNED AND PERMITTED. CONTRIBUTING DRAINAGE AREAS MUST BE KEPT CLEAR OF LITTER AND VEGETATIVE DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS KEPT CLEAR, INLET AREAS KEPT CLEAN, AND UNDESIRABLE VEGETATION REMOVED. EROSION IMPAIRING THE FUNCTION OR INTEGRITY OF THE FACILITIES, IF ANY, WILL BE CORRECTED, AND ANY STRUCTURAL DAMAGE IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF THE FACILITIES MUST BE REPAIRED.
3. VOLUME CONTROL FACILITIES AND CONTRIBUTING DRAINAGE AREAS MUST BE INSPECTED EVERY THREE MONTHS DURING THE OPERATIONAL PERIOD (BETWEEN SPRING SNOWMELT AND FIRST SUBSTANTIAL SNOWFALL) AND MONITORED AFTER RAINFALL EVENTS OF 1 INCH OR MORE TO ENSURE THAT THE CONTRIBUTING DRAINAGE AREA IS CLEAR OF LITTER AND DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS ARE CLEAR, INLET AREAS ARE CLEAN, UNDESIRABLE VEGETATION IS REMOVED AND THERE IS NO EROSION IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF A FACILITY. IF SEDIMENT HAS ACCUMULATED IN A INFILTRATION FEATURE, WITHIN 30 DAYS OF INSPECTION DEPOSITED SEDIMENTS MUST BE REMOVED, THE INFILTRATION CAPACITY OF THE UNDERLYING SOILS MUST BE RESTORED, AND ANY SURFACE DISTURBANCE MUST BE STABILIZED. INSPECTION MUST ENSURE THAT SEDIMENT TRAPS AND FOREBAYS ARE TRAPPING SEDIMENT AND THAT MORE THAN 50 PERCENT OF THE STORAGE VOLUME REMAINS, THE CONTRIBUTING DRAINAGE AREA IS STABLE (I.E., NO EROSION IS OBSERVED), AND INLETS AND OUTLET/OVERFLOW SPILLWAYS ARE IN GOOD CONDITIONS WITH NO EROSION. MAINTENANCE TECHNIQUES USED MUST PROTECT THE INFILTRATION CAPACITY OF THE PRACTICE BY LIMITING SOIL COMPACTION TO THE GREATEST EXTENT POSSIBLE (E.G., BY USING LOW-IMPACT EARTH-MOVING EQUIPMENT).

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5000 GLENWOOD AVENUE
GOLDEN VALLEY, MN 55422
CivilSiteGroup.com
612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
**MOMENTS OF WAYZATA**
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**WAITE HOLDINGS**
7900 EXCELSIOR BLVD., SUITE 105G, HOPKINS, MN 55343

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Matthew R. Pavek
DATE 02/27/2024 LICENSE NO. 44263

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| [illegible] | CITY SUBMITTAL |
| [illegible] | CITY SUBMITTAL UPDATE |

DRAWN BY: KB, JR REVIEWED BY: RB, PS, MP
PROJECT NUMBER: 21029.01

REVISION SUMMARY

| DATE | DESCRIPTION |
|---|---|
| | |

SWPPP - ATTACHMENTS

SW1.3

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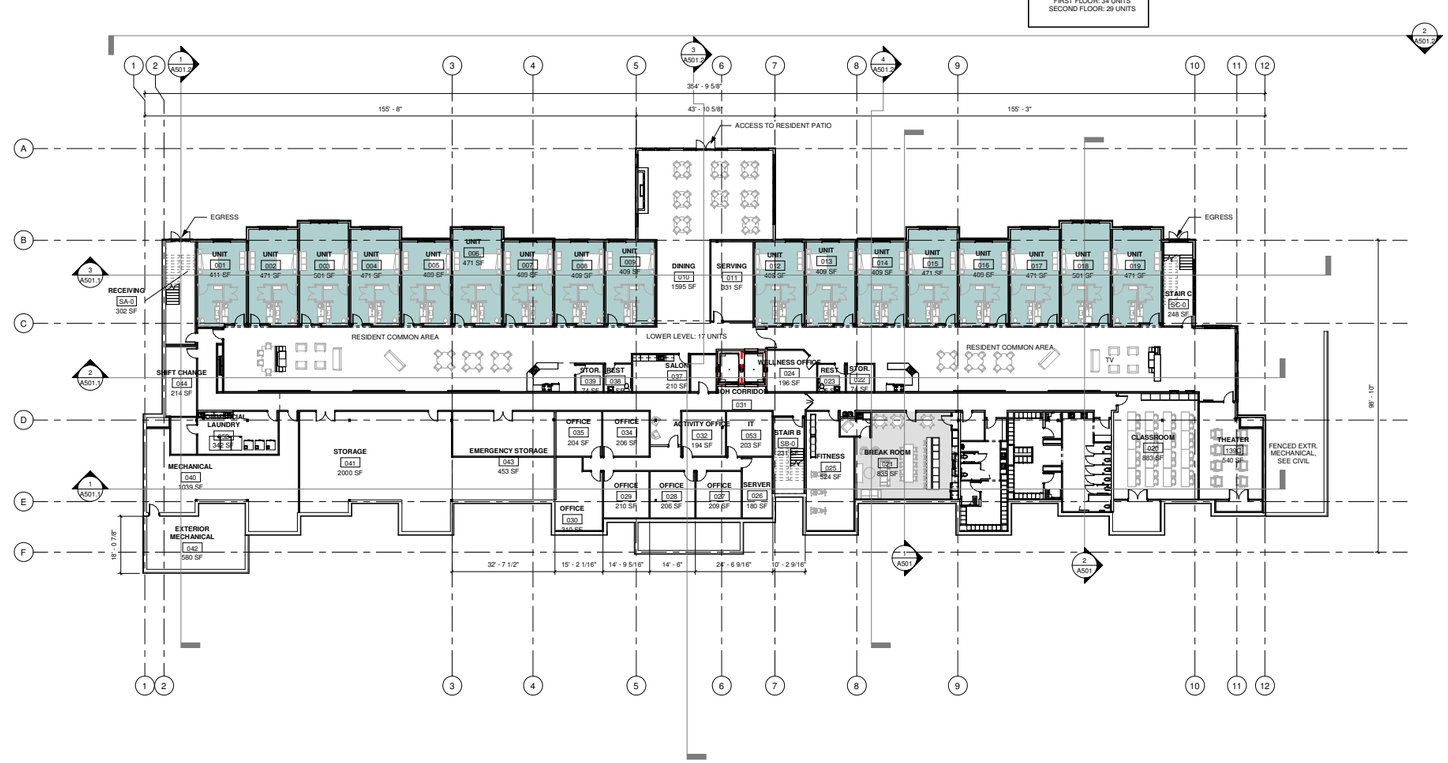
LOWER LEVEL
FOOTPRINT: 32,295 GSF

LOWER LEVEL: 17 UNITS
FIRST FLOOR: 34 UNITS
SECOND FLOOR: 29 UNITS




1 A050 LOWER LEVEL REFERENCE PLAN
1/16" = 1'-0"

15 YEARS

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| DRAWN BY | R. NICHOLS |
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KEY PLAN

SHEET TITLE
LOWER LEVEL REFERENCE PLAN

SHEET NUMBER
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FIRM GROUND
DESIGN/BUILD ARCHITECTURE & ENGINEERING


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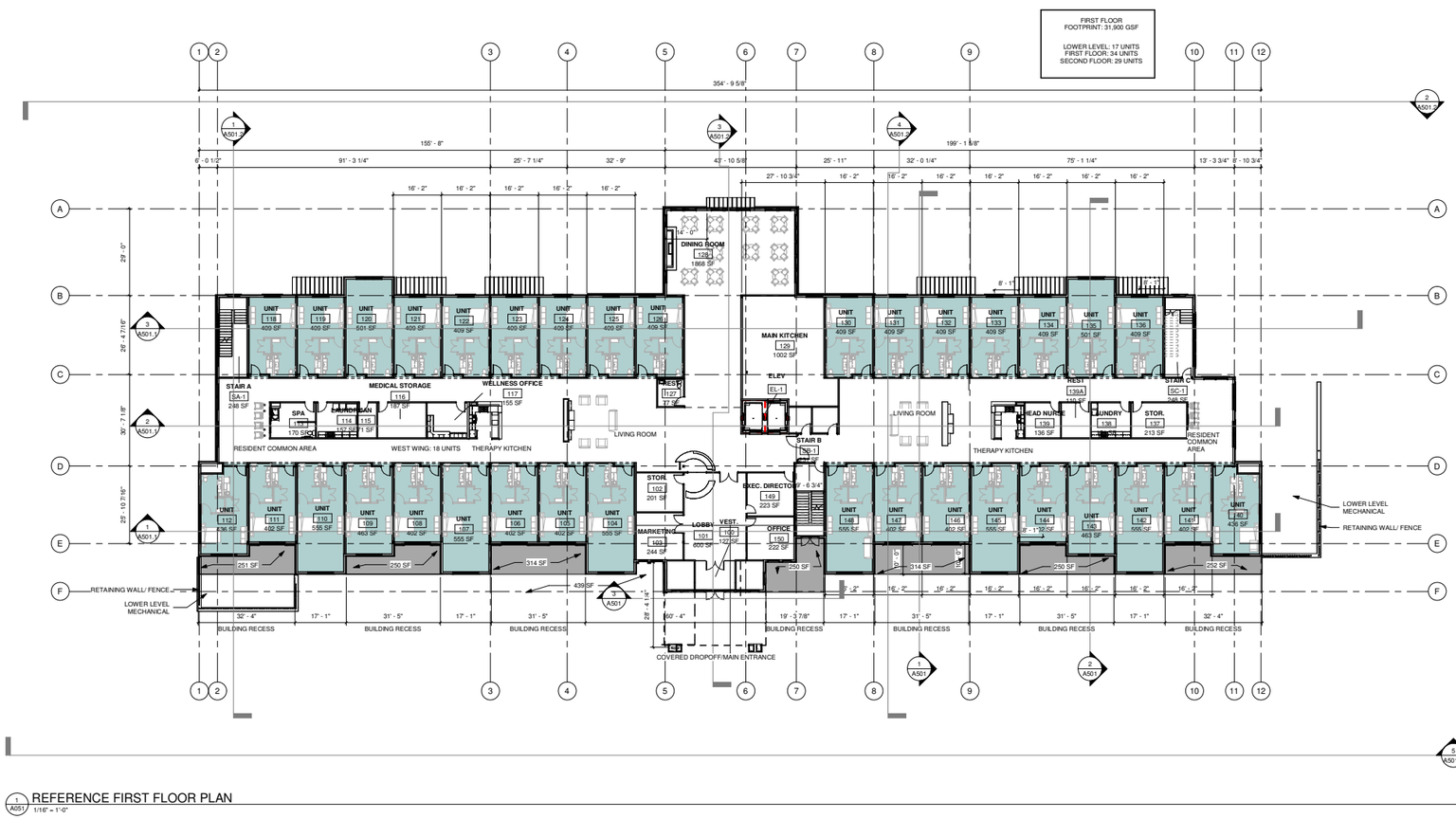


1 A051 REFERENCE FIRST FLOOR PLAN
1/16" = 1'-0"

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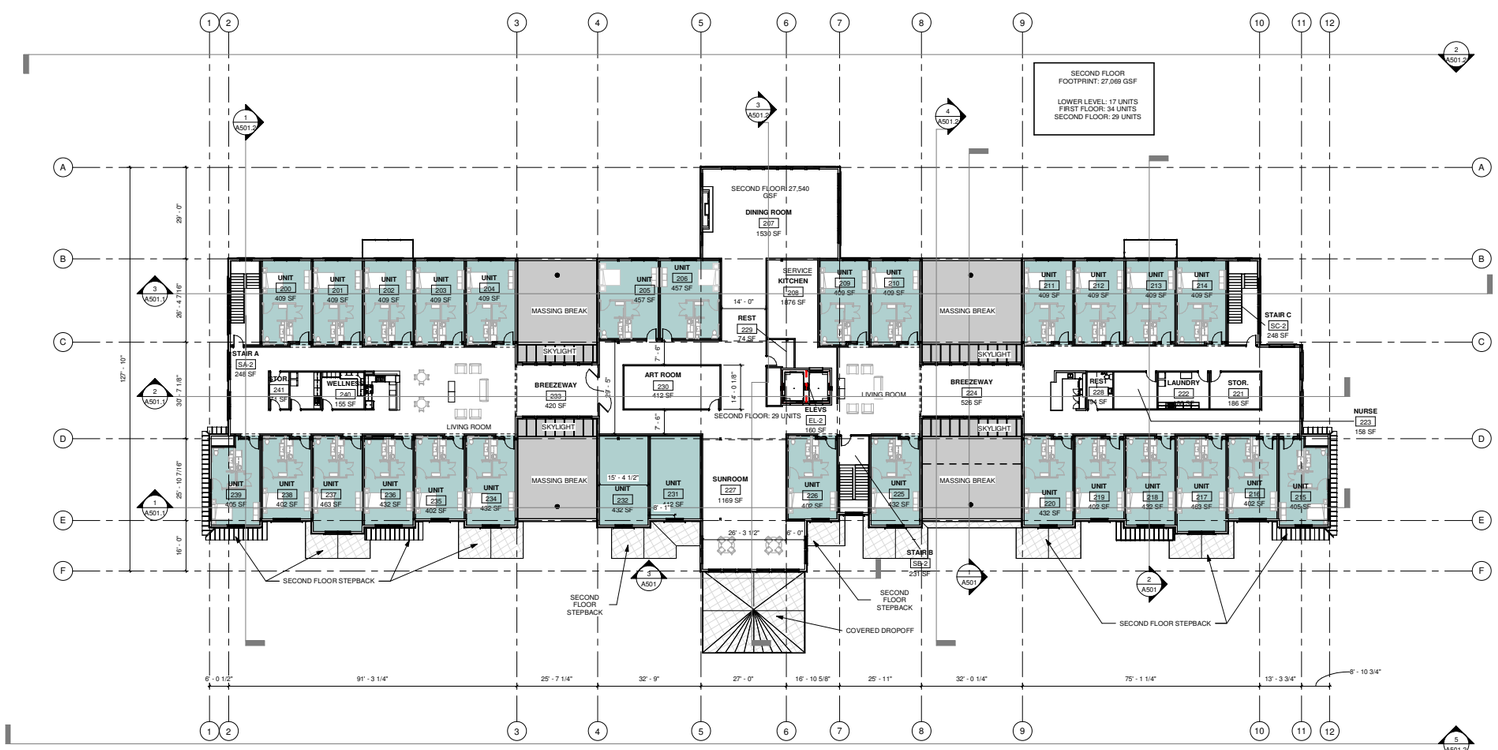


1 A052 REFERENCE SECOND FLOOR PLAN
1/16" = 1'-0"

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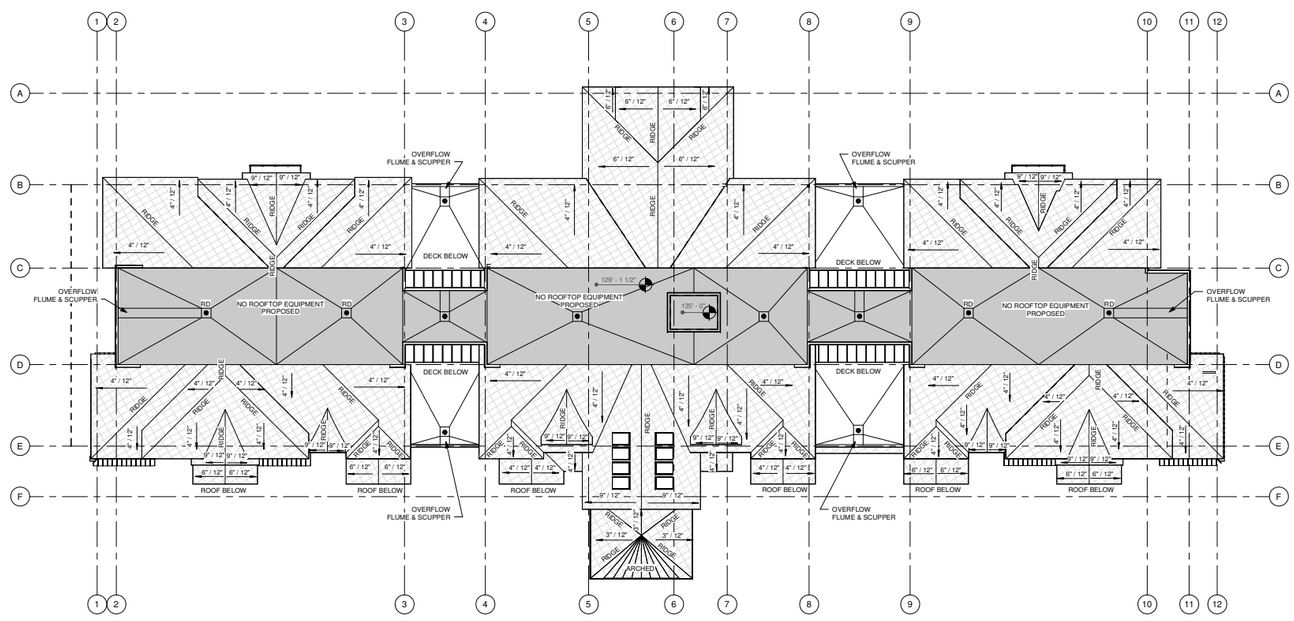
## ROOF PLAN NOTES

1. ALL SHEET METAL FLASHING SHALL BE 22 GA. AND .032" ALUMINUM UNLESS NOTED OTHERWISE.
2. ALL OUTSIDE AIR INTAKE FOR HVAC UNIT TO MAINTAIN MIN. 10'-0" SEPARATION FROM PLUMBING VENTS, FLUES, AND BUILDING EXHAUST.
3. CRICKETS AT ROOFTOP EQUIPMENT SHALL BE FORMED WITH TAPERED INSULATION TO SUCH AN EXTENT AS TO PROVIDE A POSITIVE MIN. 1/2" PER 12" SLOPE.
4. ROOFING MATERIAL INSTALLATION TO OCCUR WITH TEMPERATURES ABOVE 32 DEGREES F.
5. RIDGED FOAM INSULATION SHALL BE AN ACCEPTABLE PRODUCT WITH THE ROOFING SYSTEM TO MEET ROOF MANUFACTURERS GUARANTEE.
6. MECHANICAL CONTRACTOR TO PROVIDE FINAL SIZING OF ROOF DRAINS AND CAPACITIES.
7. VERIFY ROOF TOP UNIT LOCATION WITH MECHANICAL CONTRACTOR.
8. SEE STRUCTURALLY ROOF PLAN FOR ADDITIONAL INFORMATION PERTAINING TO THIS ROOF PLAN.
9. PAINT ALL ROOFTOP EQUIPMENT, PIPING, RAILING, LADDERS, ETC. UNLESS EQUIPMENT IS PREFINISHED SEE ASSEMBLIES PAGE FOR ROOF ASSEMBLY

***Please review construction plan notes with your project architect and remove any not applicable to your project, then delete this note.***

## ROOF PLAN LEGEND




1 A053 REFERENCE ROOF PLAN
1/16" = 1'-0"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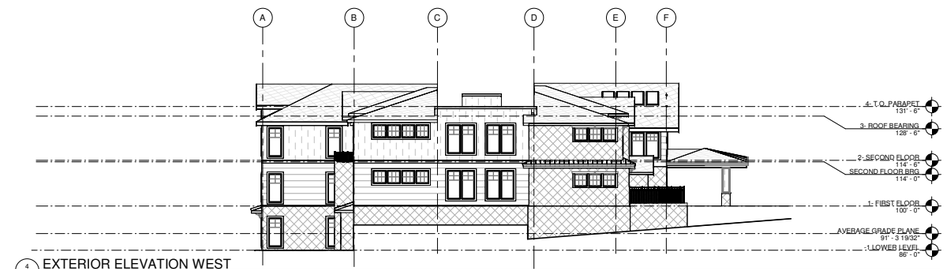
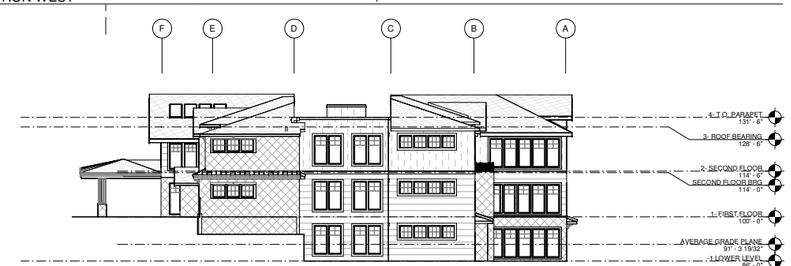
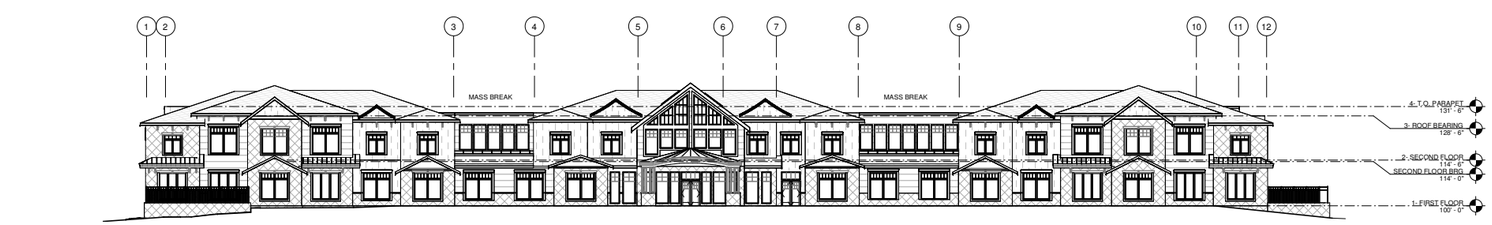



4 A400 EXTERIOR ELEVATION WEST
1/16" = 1'-0"




1 A400 EXTERIOR ELEVATION EAST
1/16" = 1'-0"

2 A400 EXTERIOR ELEVATION NORTH
1/16" = 1'-0"




3 A400 EXTERIOR ELEVATION SOUTH
1/16" = 1'-0"

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SHEET NUMBER

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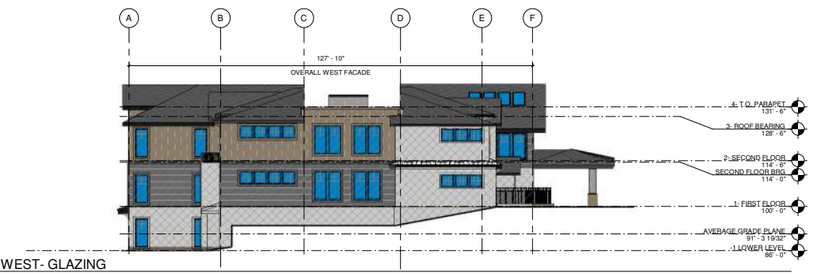
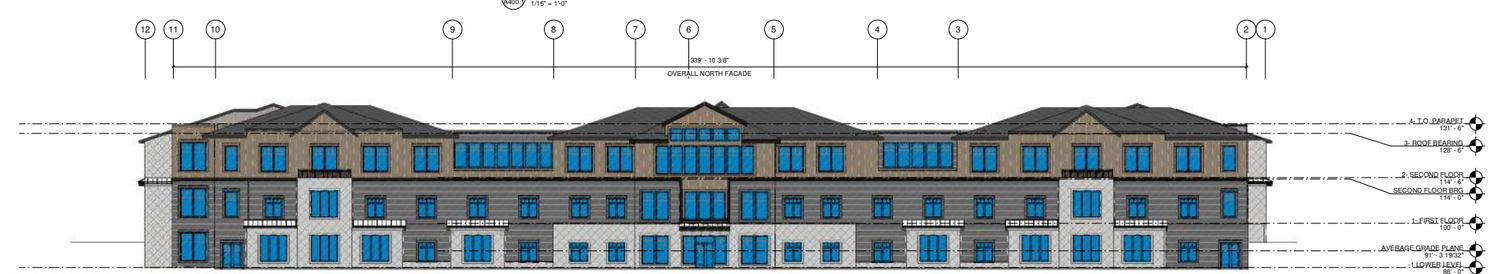
## EXTERIOR MATERIAL PERCENTAGES TABLE

| WEST ELEVATION | OVERALL | GLAZING | SHAKES | LAP SIDING | STONE | |
|---|---|---|---|---|---|---|
| SQUARE FOOTAGE | 4195 | 795 | 847 | 898 | 1655 | |
| PERCENTAGE | 100% | 18.9% | 20.2% | 21.4% | 39.5% | |
| **EAST ELEVATION** | **OVERALL** | **GLAZING** | **SHAKES** | **LAP SIDING** | **STONE** | |
| SQUARE FOOTAGE | 4649 | 1449 | 716 | 1268 | 1216 | |
| PERCENTAGE | 100% | 31.1% | 15.4% | 27.3% | 26.2% | |
| **NORTH ELEVATION** | **OVERALL** | **GLAZING** | **SHAKES** | **LAP SIDING** | **STONE** | |
| SQUARE FOOTAGE | 14517 | 4121 | 2937 | 4329 | 3130 | |
| PERCENTAGE | 100% | 28.4% | 20.2% | 29.8% | 21.6% | |
| **SOUTH ELEVATION** | **OVERALL** | **GLAZING (OVERALL)** | **SHAKES** | **LAP SIDING** | **STONE** | |
| SQUARE FOOTAGE | 9646 | 3189 | 1774 | 2026 | 2657 | |
| PERCENTAGE | 100% | 33.1% | 18.4% | 21% | 27.5% | |
| | **FIRST FLOOR FACADE AREA** | **FIRST FLOOR GLAZING** | | | | |
| | 4,970 SF | 35.50% | | | | |

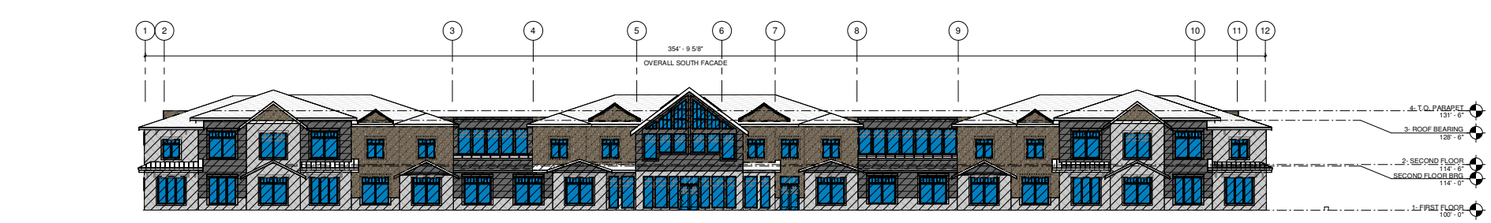



4 A400.1 EXTERIOR ELEVATION WEST- GLAZING
1/16" = 1'-0"

3 A400.1 EXTERIOR ELEVATION EAST- GLAZING
1/16" = 1'-0"




2 A400.1 EXTERIOR ELEVATION NORTH- GLAZING
1/16" = 1'-0"




1 A400.1 EXTERIOR ELEVATION SOUTH- GLAZING
1/16" = 1'-0"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Hopkins, MN 55343

PROJECT
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163 Wayzata Blvd
Wayzata, MN 55391

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| DRAWN BY | R. NICHOLS |
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SHEET TITLE
EXTERIOR ELEVATIONS- GLAZING

SHEET NUMBER
**A400.1**

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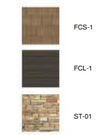


COLOR ELEVATION PALETTE
1/4" = 1'-0"

2 A401 REFERENCE COLOR EXTERIOR ELEVATION WEST
1/16" = 1'-0"

1 A401 REFERENCE COLOR EXTERIOR ELEVATION EAST
1/16" = 1'-0"

3 A401 REFERENCE COLOR EXTERIOR ELEVATION NORTH
1/16" = 1'-0"

4 A401 REFERENCE COLOR EXTERIOR ELEVATION SOUTH
1/16" = 1'-0"


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Wayzata, MN 55391

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SHEET TITLE
REFERENCE COLOR EXTERIOR ELEVATIONS

SHEET NUMBER
**A401**

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architects & engineers

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Model: /-Hide:A3,D3,E,M

## EXTERIOR FINISH & MATERIAL SCHEDULE

| MARK | SPEC REFERENCE | MATERIAL DESCRIPTION | MANUFACTURER | MODEL | COLOR / FINISH | SIZE | COMMENTS |
|---|---|---|---|---|---|---|---|
| AS-01 | 09 3000 | ASPHALT SHINGLE | CERTAINTEED | GRAND MANOR | WEATHERED WOOD | | |
| FCL-1 | 09 3000 | FIBER CEMENT LAP SIDING | JAMES HARDIE | SELECT CEDARMILL | TIMBERBARK | 7" EXPOSURES | |
| FCS-1 | 09 3000 | FIBER CEMENT SHINGLE SIDING | JAMES HARDIE | STRAIGHT EDGE PANEL | NAVAJO BEIGE | | |
| MTL-1 | 09 3000 | UNA-CLAD METAL | FIRESTONE | | MATTE BLACK | | |
| SSR-1 | 09 3000 | STANDING SEAM ROOF | PAC CLAD | SNAP-ON STANDING SEAM | MIDNIGHT BRONZE | | |
| ST-01 | 09 3000 | THIN STONE VENEER | BUECHEL | ASHLAR BUILDING STONE VENEERS | CHILTON RUSTIC | | |

## KEYNOTES- COLOR...

| NOTE NUMBER | NOTE TEXT |
|---|---|
| E01 | FIBER CEMENT WINDOW TRIM- 7 1/4" WIDTH |
| E02 | ORNAMENTAL ROOF BRACKET- DARK BRONZE COLOR |
| E03 | METAL ROOF FASCIA- MATTE BLACK FINISH |
| E04 | CAST STONE LINTEL |
| E05 | ORNAMENTAL ALUMINUM RAILING- BLACK ANNODIZED |
| E06 | ORNAMENTAL CORNICE, WHITE FINISH, WITH DECORATIVE SHINGLE ROOF CAP |
| E07 | CAST STONE CAP TO MATCH LINTELS |
| E08 | METAL CAP FLASHING- MATTE BLACK FINISH |
| E09 | FIBER CEMENT HORIZONTAL BAND, DARK BRONZE COLOR- 11 1/4" |
| E10 | FIBER CEMENT HORIZONTAL BAND, DARK BRONZE COLOR- 7 1/4" |
| E11 | BLACK WROUGHT IRON FENCE @ BELOW GRADE MECH. PIT |

FCS-1

FCL-1

ST-01

COLOR ELEVATION PALETTE
1/4" = 1'-0"

1 A402 COLOR EXTERIOR ELEVATION SOUTH - 1
1/8" = 1'-0"

2 A402 COLOR EXTERIOR ELEVATION SOUTH - 2
1/8" = 1'-0"


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SHEET TITLE
COLOR EXTERIOR ELEVATIONS

SHEET NUMBER
**A402**

FIRM GROUND
architects & engineers

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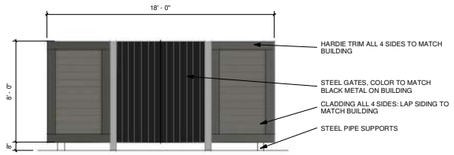
A402-Color exterior elevations.dwg
Wed Jun 26, 2024 2:16:03 PM




SEE CIVIL FOR LOCATION

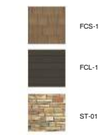
3 A403 TRASH ENCLOSURE ELEV. W/ GATE
1/4" = 1'-0"

## EXTERIOR FINISH & MATERIAL SCHEDULE

| MARK | SPEC REFERENCE | MATERIAL DESCRIPTION | MANUFACTURER | MODEL | COLOR / FINISH | SIZE | COMMENTS |
|---|---|---|---|---|---|---|---|
| AS-01 | 09 3000 | ASPHALT SHINGLE | CERTAINTEED | GRAND MANOR | WEATHERED WOOD | | |
| FCL-1 | 09 3000 | FIBER CEMENT LAP SIDING | JAMES HARDIE | SELECT CEDARMILL | TIMBERBARK | 7" EXPOSURES | |
| FCS-1 | 09 3000 | FIBER CEMENT SHINGLE SIDING | JAMES HARDIE | STRAIGHT EDGE PANEL | NAVAJO BEIGE | | |
| MTL-1 | 09 3000 | UNA-CLAD METAL | FIRESTONE | | MATTE BLACK | | |
| SSR-1 | 09 3000 | STANDING SEAM ROOF | PAC CLAD | SNAP-ON STANDING SEAM | MIDNIGHT BRONZE | | |
| ST-01 | 09 3000 | THIN STONE VENEER | BUECHEL | ASHLAR BUILDING STONE VENEERS | CHILTON RUSTIC | | |

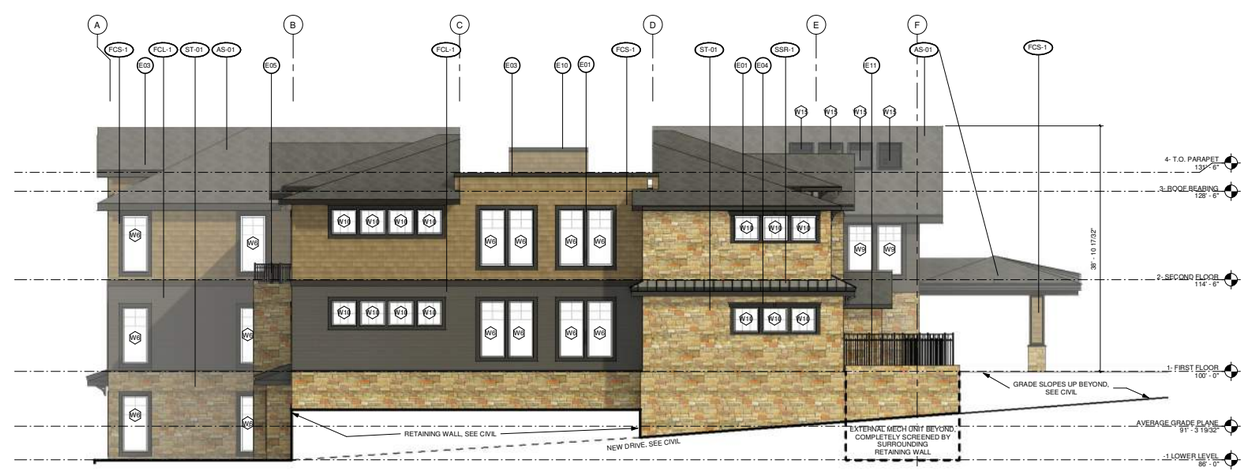
## KEYNOTES- COLOR...

| NOTE NUMBER | NOTE TEXT |
|---|---|
| E01 | FIBER CEMENT WINDOW TRIM- 7 1/4" WIDTH |
| E02 | ORNAMENTAL ROOF BRACKET- DARK BRONZE COLOR |
| E03 | METAL ROOF FASCIA- MATTE BLACK FINISH |
| E04 | CAST STONE LINTEL |
| E05 | ORNAMENTAL ALUMINUM RAILING- BLACK ANNODIZED |
| E06 | ORNAMENTAL CORNICE, WHITE FINISH, WITH DECORATIVE SHINGLE ROOF CAP |
| E07 | CAST STONE CAP TO MATCH LINTELS |
| E08 | METAL CAP FLASHING- MATTE BLACK FINISH |
| E09 | FIBER CEMENT HORIZONTAL BAND, DARK BRONZE COLOR- 11 1/4" |
| E10 | FIBER CEMENT HORIZONTAL BAND, DARK BRONZE COLOR- 7 1/4" |
| E11 | BLACK WROUGHT IRON FENCE @ BELOW GRADE MECH. PIT |




COLOR ELEVATION PALETTE
1/4" = 1'-0"

1 A403 COLOR EXTERIOR ELEVATION EAST
1/8" = 1'-0"




2 A403 COLOR EXTERIOR ELEVATION WEST
1/8" = 1'-0"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SHEET TITLE
COLOR EXTERIOR ELEVATIONS

SHEET NUMBER
A403

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## EXTERIOR FINISH & MATERIAL SCHEDULE

| MARK | SPEC REFERENCE | MATERIAL DESCRIPTION | MANUFACTURER | MODEL | COLOR / FINISH | SIZE | COMMENTS |
|---|---|---|---|---|---|---|---|
| AS-01 | 09 3000 | ASPHALT SHINGLE | CERTAINTEED | GRAND MANOR | WEATHERED WOOD | | |
| FCL-1 | 09 3000 | FIBER CEMENT LAP SIDING | JAMES HARDIE | SELECT CEDARMILL | TIMBERBARK | 7" EXPOSURES | |
| FCS-1 | 09 3000 | FIBER CEMENT SHINGLE SIDING | JAMES HARDIE | STRAIGHT EDGE PANEL | NAVAJO BEIGE | | |
| MTL-1 | 09 3000 | UNA-CLAD METAL | FIRESTONE | | MATTE BLACK | | |
| SSR-1 | 09 3000 | STANDING SEAM ROOF | PAC CLAD | SNAP-ON STANDING SEAM | MIDNIGHT BRONZE | | |
| ST-01 | 09 3000 | THIN STONE VENEER | BUECHEL | ASHLAR BUILDING STONE VENEERS | CHILTON RUSTIC | | |

## KEYNOTES- COLOR...

| NOTE NUMBER | NOTE TEXT |
|---|---|
| E01 | FIBER CEMENT WINDOW TRIM- 7 1/4" WIDTH |
| E02 | ORNAMENTAL ROOF BRACKET- DARK BRONZE COLOR |
| E03 | METAL ROOF FASCIA- MATTE BLACK FINISH |
| E04 | CAST STONE LINTEL |
| E05 | ORNAMENTAL ALUMINUM RAILING- BLACK ANNODIZED |
| E06 | ORNAMENTAL CORNICE, WHITE FINISH, WITH DECORATIVE SHINGLE ROOF CAP |
| E07 | CAST STONE CAP TO MATCH LINTELS |
| E08 | METAL CAP FLASHING- MATTE BLACK FINISH |
| E09 | FIBER CEMENT HORIZONTAL BAND, DARK BRONZE COLOR- 11 1/4" |
| E10 | FIBER CEMENT HORIZONTAL BAND, DARK BRONZE COLOR- 7 1/4" |
| E11 | BLACK WROUGHT IRON FENCE @ BELOW GRADE MECH. PIT |

FCS-1

FCL-1

ST-01

1 A404 COLOR EXTERIOR ELEVATION NORTH - 1
1/8" = 1'-0"

2 A404 COLOR EXTERIOR ELEVATION NORTH - 2
1/8" = 1'-0"

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SHEET TITLE
COLOR EXTERIOR ELEVATIONS

SHEET NUMBER
**A404**

FIRM GROUND


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Wasmoen, Thomas.rvt
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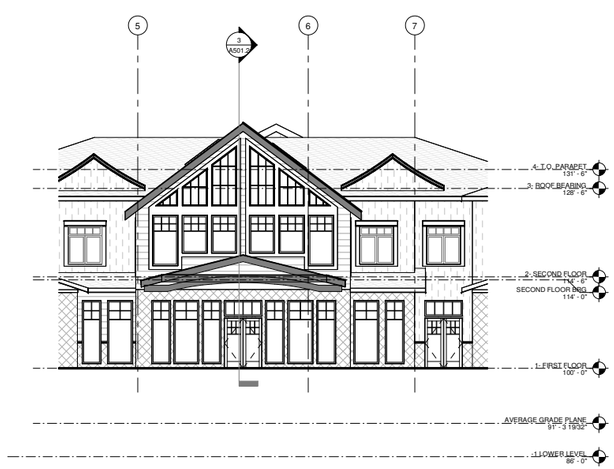
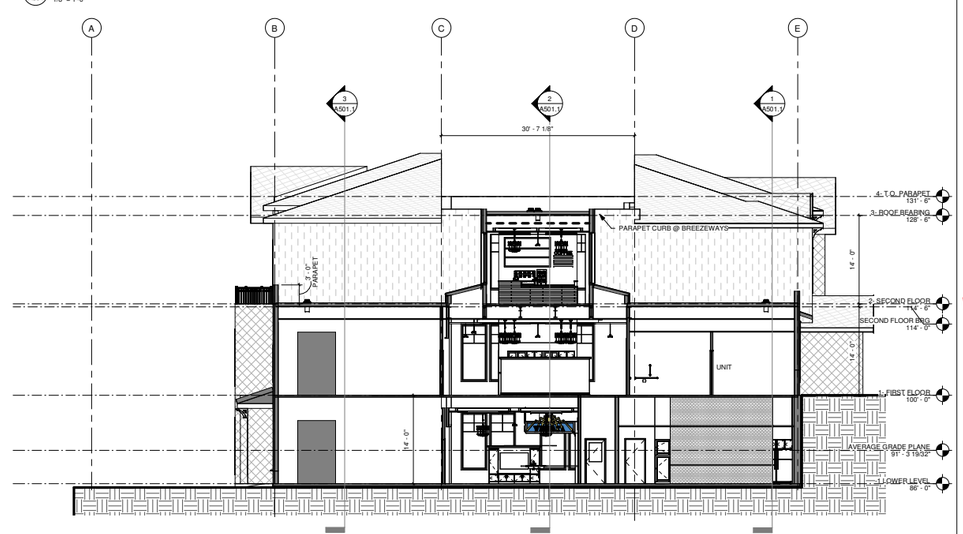
2 A501 Section 2
1/8" = 1'-0"




3 A501 SECTION @ SUNROOM
1/8" = 1'-0"




1 A501 Section 1
1/8" = 1'-0"

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SHEET TITLE
BUILDING SECTIONS

SHEET NUMBER
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FIRM GROUND
architecture & interior design


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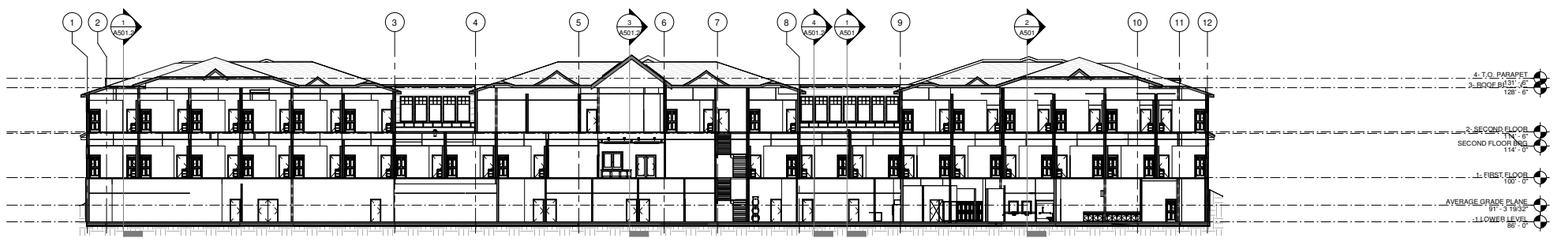
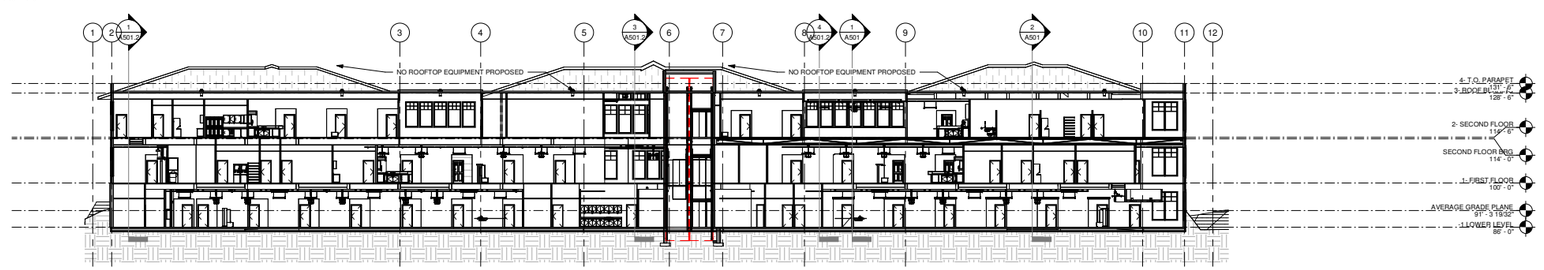



1 A501.1 LONGITUDINAL SECTION 1
1/16" = 1'-0"




2 A501.1 LONGITUDINAL SECTION 2
1/16" = 1'-0"

3 A501.1 LONGITUDINAL SECTION 3
1/16" = 1'-0"

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Revit 2024 build: 20240304_1600(x64)
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SHEET TITLE
LONGITUDINAL SECTIONS

SHEET NUMBER
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FIRM GROUND
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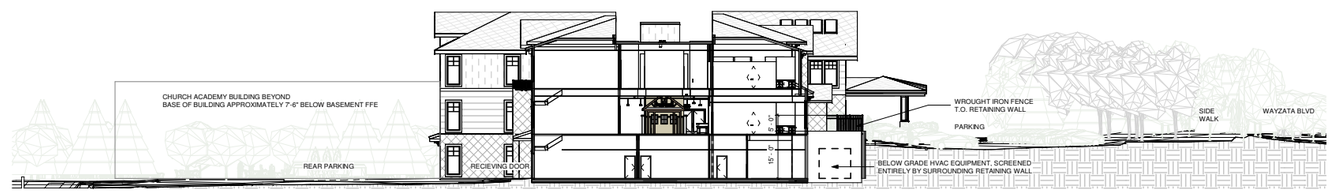
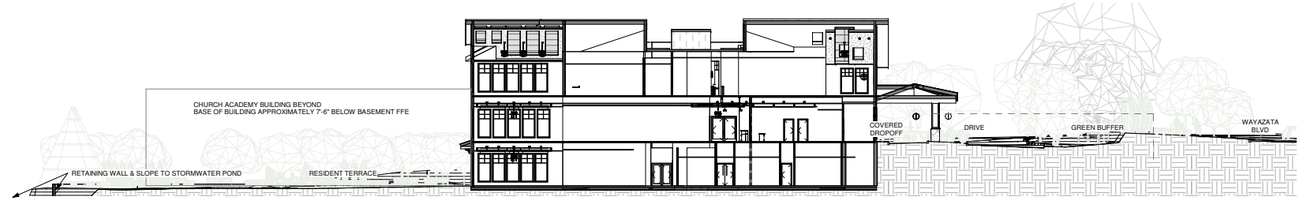
5 A501.2 SITE SECTION 5
1/16" = 1'-0"

2 A501.2 SITE SECTION 4
1/16" = 1'-0"




1 A501.2 SITE SECTION 3
1/16" = 1'-0"




3 A501.2 SITE SECTION 1
1/16" = 1'-0"

4 A501.2 SITE SECTION 2
1/16" = 1'-0"


15 YEARS
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ARCHITECTURE DPC | INTERIOR DESIGN

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SITE SECTIONS

SHEET NUMBER
**A501.2**
FIRM GROUND
ARCHITECTURE & INTERIORS

C:\Users\nichols\Documents\BUILDING SUITE\BS\BS_SITE\A\A501.2.DWG
Plotted by: nichols on Friday, June 14, 2024 - 4:02:10 PM
Layout: A501.2 - SITE SECTIONS
Scale: 1:1
Plot Size: 24.00 x 36.00 in.

FIRM GROUND
architecture | planning | interior design

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architecture | planning | interior design

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architecture | planning | interior design

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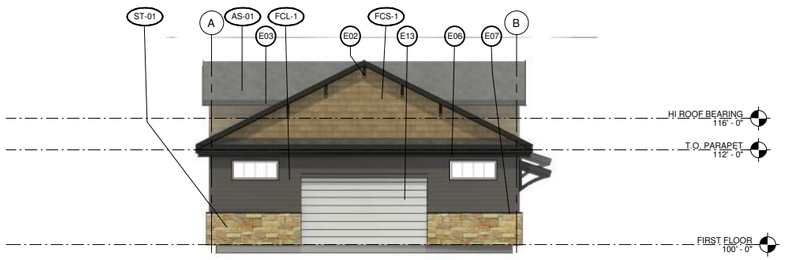
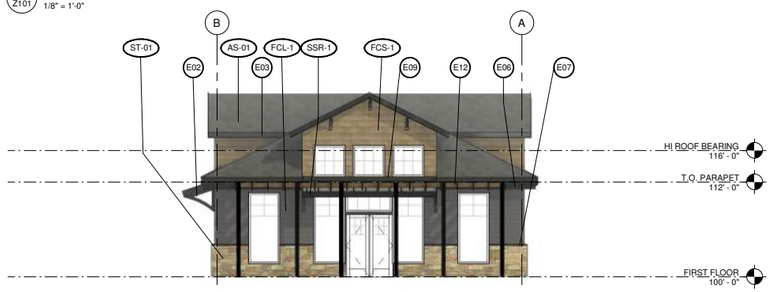
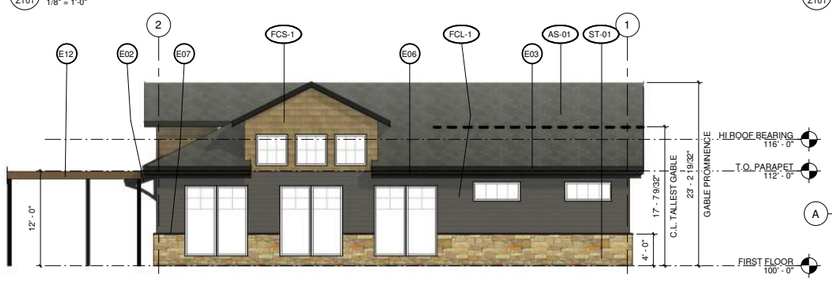
architecture | planning | interior design




4 Z101 EXTERIOR ELEVATION WEST
1/8" = 1'-0"

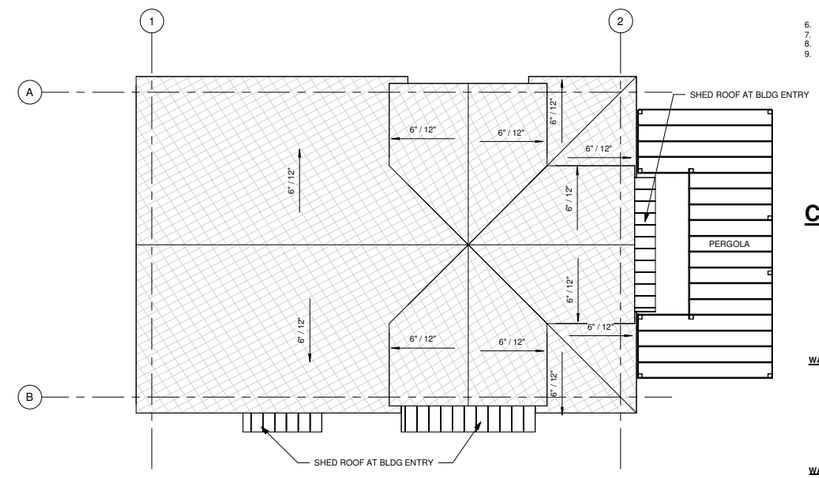



3 Z101 EXTERIOR ELEVATION EAST
1/8" = 1'-0"

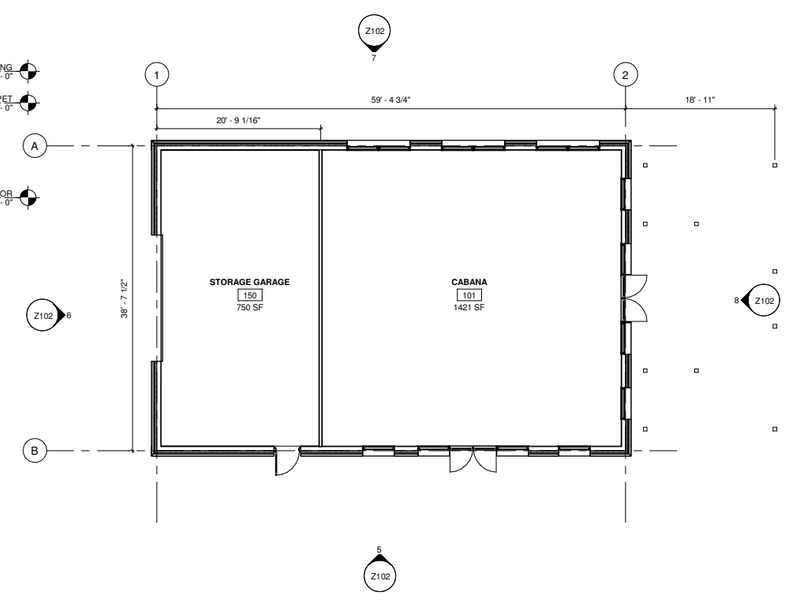



2 Z101 EXTERIOR ELEVATION NORTH
1/8" = 1'-0"

1 Z101 EXTERIOR ELEVATION SOUTH
1/8" = 1'-0"




5 Z101 ROOF PLAN
1/8" = 1'-0"




16 Z101 FIRST FLOOR CONSTRUCTION PLAN
1/8" = 1'-0"

## CONSTRUCTION PLAN NOTES

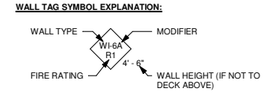
1. DO NOT SCALE DRAWINGS FOR CONSTRUCTION DIMENSIONS. NOTIFY ARCHITECT OF DISCREPANCIES AND MISSING INFORMATION AS REQUIRED.
2. IN THE CASE OF AMBIGUITIES, DISCREPANCIES, OR IRREGULARITIES IN THE DRAWINGS AND/OR SPECIFICATIONS, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR INFORMATION (RFI) FROM THE ARCHITECT BEFORE PROCEEDING WITH WORK.
3. NEW WALLS ARE DIMENSIONED AS FOLLOWS:
   **EXTERIOR:** TO EXTERIOR FACE OF STUDS
   **INTERIOR:** TO CENTERLINE OF WALL STUDS
4. EXISTING EXTERIOR AND INTERIOR WALLS ARE DIMENSIONED FROM FINISHED WALL FACE. NOTE TICK MARK LOCATIONS.
5. GRID LINES ARE ALIGNED TO WALLS AS FOLLOWS UNLESS NOTED OTHERWISE:
   **EXTERIOR:** FACE OF FOUNDATION
   **INTERIOR:** CENTERLINE OF WALL STUDS
6. LOCATE DOOR ROUGH OPENINGS 3" FROM FACE OF ADJACENT WALL
7. SEE LEGEND FOR SHADING CONVENTIONS FOR NEW AND EXISTING WALLS
8. ALL NEW DOORS ARE SHOWN OPEN AT 90-DEGREE ANGLE.
9. ALL EXISTING DOORS ARE SHOWN OPEN AT 45-DEGREE ANGLE.

## CONSTRUCTION PLAN LEGEND

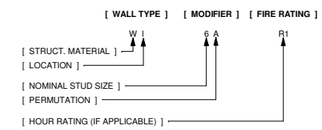
NEW WALL

NEW DOOR

**WALL TAG SYMBOL EXPLANATION:**




**WALL TYPE LABELING CONVENTIONS:**

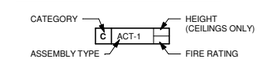



**WALL TYPE ABBREVIATION KEY:**

(W) - WOOD
(S) - STEEL
(M) - MASONRY
(F) - FURRING

(E) - EXTERIOR
( I ) - INTERIOR

**HORIZONTAL ASSEMBLY SYMBOL EXPLANATION:**




**HORIZONTAL ASSEMBLY ABBREVIATION KEY:**

CATEGORIES:
(F) - FLOOR
(C) - CEILING
(R) - ROOF

CEILINGS:
(ACT) - ACOUSTIC CEILING TILE
(GB) - GYPSUM BOARD
(WD) - WOOD CEILING
(WDS) - WOOD SLAT CEILING

FLOORS:
(CONC) - CONCRETE
(WDP) - WOOD PLANK

## KEYNOTE LEGEND - FLOOR PLANS

| Key Value | Keynote Text |
|---|---|

## KEYNOTES- COLOR ELEVATIONS

| NOTE NUMBER | NOTE TEXT |
|---|---|
| E02 | ORNAMENTAL ROOF BRACKET- DARK BRONZE COLOR |
| E03 | METAL ROOF FASCIA- MATTE BLACK FINISH |
| E06 | ORNAMENTAL CORNICE,DARK BRONZE FINISH, WITH DECORATIVE SHINGLE ROOF CAP |
| E07 | CAST STONE CAP TO MATCH LINTELS |
| E09 | FIBER CEMENT HORIZONTAL BAND,DARK BRONZE COLOR- 11 1/4" |
| E12 | STANDALONE PERGOLA- ALUMINUM RUNNERS AND POSTS |
| E13 | INSULATED OVERHEAD DOOR, WHITE FINISH |


FIRM GROUND

275 Market Street, Ste. 368
Minneapolis, MN 55405

612.819.1835 www.firmgroundae.com


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

Thomas P. Wasmoen
MM/DD/YYYY 20891
Date Signed Licensed No.

PARTNERS/CONSULTANTS

OWNER
TMSC OF WAYZATA LLC
7900 Excelsior Blvd #2000
Hopkins, MN 55343

PROJECT
**THE MOMENTS WAYZATA**
163 Wayzata Blvd
Wayzata, MN 55391

| | |
|---|---|
| PROJECT NO. | 23.023 |
| DRAWN BY | R. NICHOLS |
| CHECKED BY | T. WASMOEN |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NOT FOR CONSTRUCTION
DESIGN DEVELOPMENT

| # | ISSUE/REVISION | DATE |
|---|---|---|
| | Planning Submittal | 06.14.2024 |

SHEET TITLE
OUTBUILDING PLANS, COLOR ELEVATIONS

SHEET NUMBER
**Z101**

FIRM GROUND
architects & engineers

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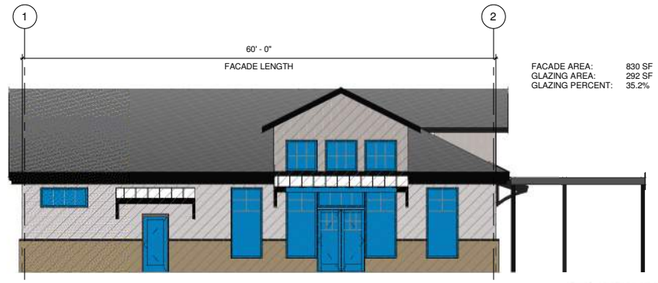
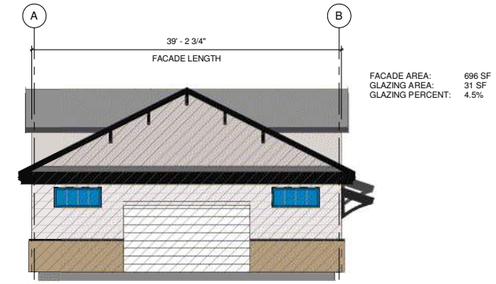
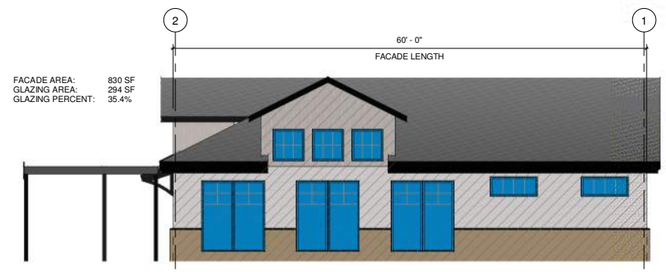
Z101_OUTBUILDING PLANS_COLOR.rvt



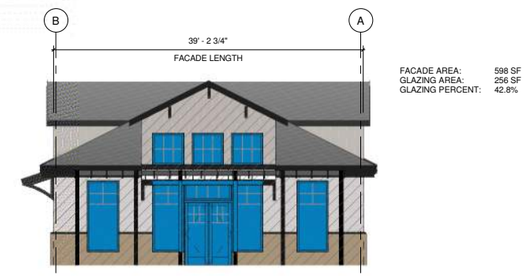

5 Z102 EXTERIOR ELEVATION SOUTH- GLAZING
1/8" = 1'-0"




6 Z102 EXTERIOR ELEVATION- GLAZING
1/8" = 1'-0"




7 Z102 EXTERIOR ELEVATION NORTH- GLAZING
1/8" = 1'-0"

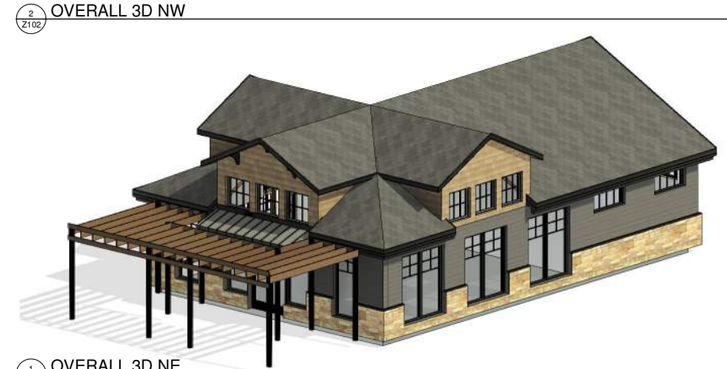



8 Z102 EXTERIOR ELEVATION EAST- GLAZING
1/8" = 1'-0"

4 Z102 OVERALL 3D SW

2 Z102 OVERALL 3D NW

3 Z102 OVERALL 3D SE



1 Z102 OVERALL 3D NE

FIRM GROUND

275 Market Street, Ste. 368
Minneapolis, MN 55405
612.819.1835 www.firmgroundae.com

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

Thomas P. Wasmoen
MM/DD/YYYY 20891
Date Signed License No.

PARTNERS/CONSULTANTS

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PROJECT
THE MOMENTS WAYZATA
163 Wayzata Blvd
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DESIGN DEVELOPMENT

| # | ISSUE/REVISION | DATE |
|---|---|---|
| | Planning Submittal | 06.14.2024 |

SHEET TITLE
OUTBUILDING OVERALL 3D, GLAZING ELEVATIONS

SHEET NUMBER
Z102

FIRM GROUND
architects & engineers

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FIRM GROUND
architecture | planning | interior design

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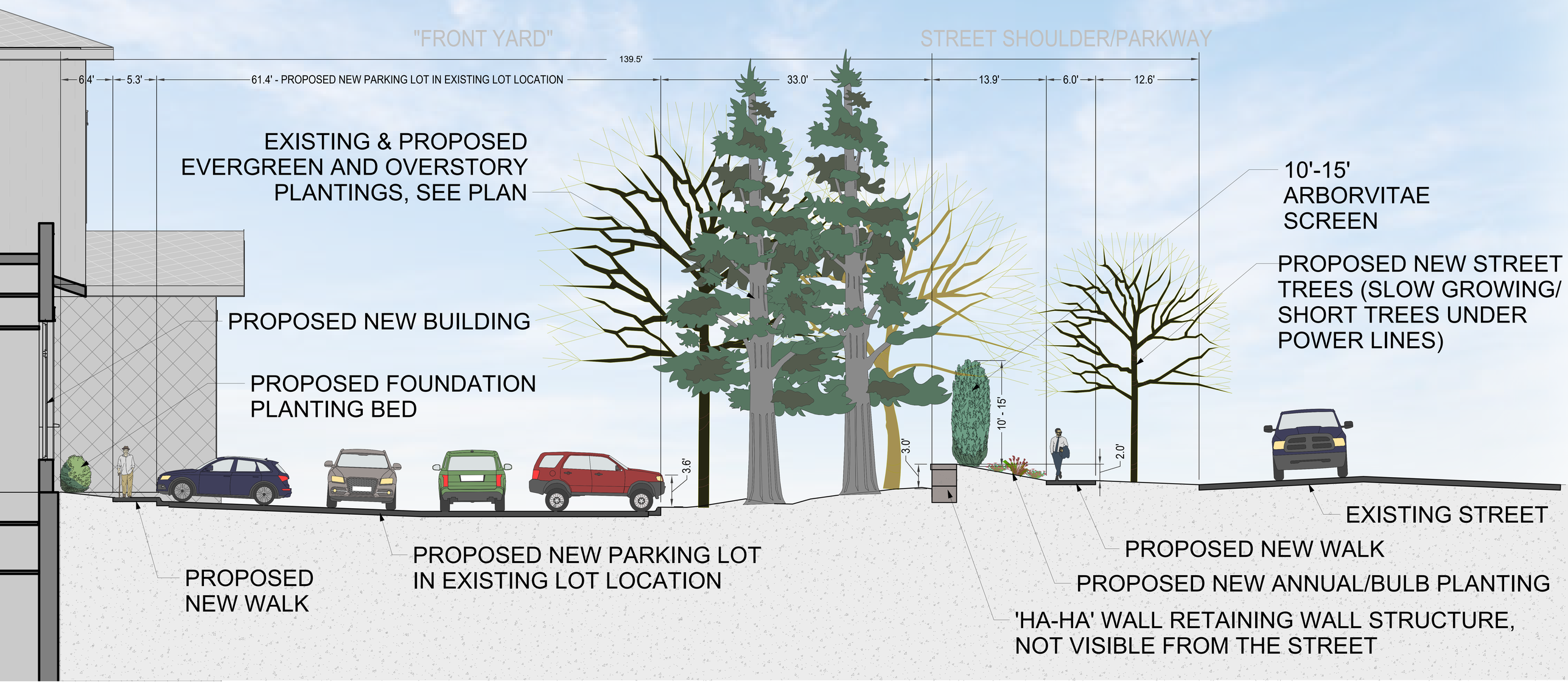
architecture | planning | interior design




FIRM GROUND
architecture | planning | interior design

CivilSite GROUP

| Luminaire Schedule | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Symbol | Qty | Label | Arrangement | Lum. Lumens | LLF | Description | Lum. Watts | Total Watts | Tag |
| | 5 | WP | Single | 3828 | 0.900 | XMS-LED-03L-MTD-40-80CRI | 26 | 130 | MH 10ft |
| | 1 | PLC | Single | 9837 | 0.900 | MRS-LED-09L-SIL-LC-40-70CRI | 63 | 63 | MH 25ft |
| | 1 | PFT | Single | 20964 | 0.900 | MRS-LED-21L-SIL-FT-40-70CRI | 165 | 165 | MH 25ft |
| | 3 | P3S | Single | 14628 | 0.900 | MRS-LED-21L-SIL-3-40-70CRI-IL | 165 | 495 | MH 25ft |
| | 1 | P2 | Single | 13090 | 0.900 | MRS-LED-21L-SIL-2-40-70CRI-IL | 165 | 165 | MH 25ft |
| | 1 | P5 | Back-Back | 20909 | 0.900 | MRS-LED-21L-SIL-5W-40-70CRI | 165 | 330 | MH 25ft |

| Calculation Summary | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| Prop Line | Illuminance | Fc | 0.06 | 0.5 | 0.0 | N.A. | N.A. |
| Site | Illuminance | Fc | 1.06 | 13.9 | 0.0 | N.A. | N.A. |
| Park & Drives | Illuminance | Fc | 2.37 | 6.7 | 0.4 | 5.93 | 16.75 |

Scale: 1 inch= 30 Ft.

These drawings are for conceptual use only and are not intended for construction. Fixture runs and quantities should be verified prior to order. Values represented are an approximation generated from manufacturers photometric inhouse or independent lab tests with data supplied by lamp manufacturers.

36x44

Luma Sales Associates
Lighting and Controls

| # | Date | Comments |
|---|---|---|
| | | |

Revisions

Drawn By: Joe Frey
Checked By:
Date:1/25/2024
Sales Agent: Steve Hahn
Scale:1" = 30'

**Moments of Wayzata**

LS952-4130

**The Moments**

16258 Kenyon Ave.
Lakeville, MN 55044

6-10-2024

Emily Goellner
Community Development Director
City of Wayzata
600 Rice Street East
Wayzata, MN  55391

Re: Application for redevelopment of the Moments of Wayzata project

Project Summary

On April 2021, the property formerly known as Meridian Manner at 163 Wayzata Blvd, Wayzata, MN 55391, was purchased by Waite Holdings, TMSC of Wayzata, LLC DBA The Moments of Wayzata ("The Moments"). They are a developer-builder and operator of senior care communities. The original Meridian Manor is planned to be replaced as it can no longer be used as senior living building per new Minnesota laws which updated the requirements for building construction in senior living, specifically memory and dementia care.

As the operator, The Moments brings an innovative service approach to provide first rate communities, offer services, and care for their residents. The proposal for redevelopment of the site will be no exception. The Moments intends to enrich the lives of the residents and surrounding community. Their intent is to maximize its potential while offering a new aesthetic standard for the building and grounds as it introduces unique program elements.

The Moments will provide care services in the assisted living environment, including individualized, quality memory care and services for high acuity residents. Specifically, The Moments will provide a universal setting for residents that require significant support with activities for dementia care. This philosophy allows residents to receive services needed without having to move from one type of care unit or setting to another. By design, 100% of the units are dedicated to memory care and high acuity assisted living. The community will cater specifically to people within these sectors but not offer independent living or skilled nursing residential services. Note that wellness and Physical Therapy can be offered to anyone, even outside of a skilled care environment. The Moments primary objective, is to enhance and enrich the member's quality life.

Project improvements

As everyone is aware the Momnets of Wayzata has been through the planning process previously. During the previous submissions community members have voiced their concerns and we have taken these opportunities to better understanding their desires for the proposed site in their community. The Momnets project team has utilized much of their feedback and incorporated it into the newly proposed

building. One of the most poignant comments is the concern with the visual size of the building. To alleviate these concerns we have made physical size changes as well as visual changes. On the physical side we have been able to lower most portions of the roofs facing Wayzata blvd. Along with lowering roofs the sun room and Porte cochere has been pulled back to the face of the building to help reduce the impact of this building feature.

The physical changes are important but the most noticeable changes we believe have been in the building finishes and landscape. The feedback we received from our last proposal was that the bright white building did not fit the area of Wayzata not on the lake. The neighbors also found the bright building to be too noticeable. With this feedback we have change the building to an more natural pallet with more variations in color. The new color palette with natural browns will blend into the site more then stand out. We have also incorporated more of a variation of dark and light colors to help break up the the building visually. These darker color help accent the fact that through changes in the building we have been able to incorporate the required building recesses and massing brakes that are part of the design guidelines.

In addition to the building responding to community comments we have also responded through natural landscaping. Our goal continues to be to save as many existing trees as possible while adding density to the front yard plantings. In the proposal accompanying this narrative we have added more deciduous trees and plants to the front yard. With this deciduous trees we are also adding a row of tall evergreen arborvitaes that will continue to screen the whole building throughout the winter. All of these improvements will also be made on top of a new 2-3 foot berm at the front of the property. These improvements will make the parking lot nearly invisible and obscure the building from the street and the neighbors.

<u>Executive Project Summary</u>

- 80-residential units
- Typical resident support services – food service, medication management, social activities, ADL services
- Large communal areas will be created at the core of the building, dedicating a large amount of floor area to help foster a community that encourages socializing.
- CNA care stations will be located on each floor. One Aide station at core/ floor.
- In-house physical therapy provided by outside service providers.
- In-house central laundry with resident/family laundry in each resident wing
- Open-air pavilion in north yard within a secured garden.
- SE corner of the parcel is to remain as natural landscape.
- Public and secure gardens and patio spaces for family and guest interaction.
- East side of site, an ADA accessible path and 12’ clear pond service access has been lowered to meet code gradient concerns.
- Extreme care and planning efforts were taken to retain as many trees as possible. Drive lane approximates existing loop turn around while providing resident focused access to parking near the entry canopy.

**Project Data Summary:**

- Site Area (acres): Unchanged, 4.07 Acres (177,139 SF)
- Existing Building Area: 74,178 SF
- New Building Area: 91,264 SF

- Building area change: 17,086 SF
- Building Height: Maximum of the building 40'
- Residential Units: Increased from 75 to 80
- Off-street Parking: 62 Stalls including 2-HC stalls. Garages will be removed.
- (Existing: 53 stalls with 2 HC stalls and 8-garage stalls)
- Loading: Unchanged in quantity; one service loading area will be provided in the north parking lot accessible to the north face of the building

**Design Features**

Building Design - The Moments of Wayzata is designed to replace the existing Meridian Manor building with an innovative approach to memory care learned in the decades since the Meridian Manor was built. The Moments communities center around large inviting community spaces with generous natural lighting. These design elements and the way The Moments orients it's community around them are what sets them apart from other operators. The proposed building will include 80 efficiency units over three levels. Each level will have its own dining room where in-house chefs prepare food for residents every day. The building will host generous community spaces dedicating more than a third to activity spaces encouraging internal community interaction.

The exterior design of the building is influenced by the character of the existing neighborhood. By using common, high-quality materials and design elements The Moments of Wayzata will look like a building that is and always has been part of the fabric of Wayzata. The front of the building defined by a stepped building incorporating different roof lines and terraces the break down the scale of the building.

Public Realm and Streetscape – In keeping with the Wayzata Design guidelines the building is oriented to the public right of way with connections to Wayzata Blvd. for both pedestrians and vehicle traffic. An effort has been made to move as much parking to the back of the building as possible while saving the existing trees along the road. All parking in the front yard will remain in a similar orientation to the existing while adding more landscape buffers as outlined in the design guidelines such as large trees bushes and lower grade to obscure headlights.

**Care and Maintenance:**
The Moments, as an operator, includes construction and maintenance/property management services within their business model. As a result, the exacting standards they have for the design of the facility and their care for residents is reinforced by the level of care they provide for their communities. Their ability to provide staff resources from within their company ensures regular care and timely response to maintenance concerns, resulting in a property in pristine condition, inside and out.

**A . Comprehensive Plan and Rezoning**

The proposed use and building of the parcel is required to be rezoned in the comprehensive plan as well as the zoning district. Currently the parcel in question is guided as High Density Residential. This usage encourages a densely laid our residential use to house 12-40 units per acer. Next to this site is highway 12 and institutional / public use. Across the street is low density residential consisting of single-family houses.

This petition requests the parcel be rezoned to Institutional to allow a conditional use application for Elderly Care. Institutional zoning is the only use that allows for Elderly Care through conditional use approval.

**A. The application meets the required findings and criteria of approval for rezoning the existing parcel to Institutional with a conditional use of Elderly Care.**

1. *The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.* The 2040 Plan guides the Property High Density Residential. The proposed Institutional parcel is 4.07 acres. The proposed Elderly Care building will provide 80 units, with 19.66 units per acre consistent with the 2040 Plan guidance of between 12 and 40 units per acre in the High-Density Residential zone.

2. *The proposed use's conformity with present and future land uses of the area.* The proposed change fits in better with the neighborhood it belongs to than high density residential. The character of this area of Wayzata is churches, schools, and single-family housing. With a change to Institutional the site will match the existing neighboring parcel. This change will also lower the potential unit count to a level more consistent with the surrounding area.

3. *The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.)* The proposed institutional use is within the institutional standards and not in conflict with the neighboring uses. The required parking amount and screening of utilitarian aspects of multi family living are screened from the right of way.

4. *The proposed use's effect on the area in which it is proposed.* The proposed senior living building and institutional use will fit in with the existing uses. The nature and traffic match very closely to the exiting building and use that have been in place for the past 30 years. The proposed use and building match the existing but will replace the old building with outdated practices with a new improved version. This use matches the only neighboring parcel and reduces the potential density closer to the single-family residential homes located nearby.

5. *The proposed use's impact upon property value in the area in which it is proposed.* The proposed project with replace a tired building with deferred site and building maintenance with a bright new building matching the style of Wayzata. The proposed use will benefit the surrounding properties and property values as a whole.

6. *Traffic generation by the proposed use in relation to capabilities of streets serving the property.* The traffic generated by this project will be nearly identical to the former use and facility. The proposed plan is to reuse all the existing curb cuts in their current location requiring no changes to public circulation. While capacity of the surrounding roads is not in question due to the low traffic generated, Wayzata boulevard is sized for large traffic demands.

7. *The proposed uses impact upon existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.* The Design team have been conscious of

the city resources in this area. The proposed Institutional use with senior housing can be accommodated by the existing utilities available on the Property. In addition to city provided resources the development will be providing improved stormwater treatment by restoring the onsite storm water pond to full use. The proposed senior living community will cater exclusively to seniors who are less mobile and tend to stay on site. These residents will not add to the burden on the school district and public amenities.

*8.* Additional requirements for the conditional use of the property as an Elderly Car Facility

a. *Interior side yards are screened.* The interior rear yard used for resident outdoor activities is heavily screened with coniferous trees and a fence for safety of the residents. There is limited exterior use on the side yards by residents however the area that will be in use is screened by a retaining wall.

b. *Only the rear yard is used for play or recreational areas. Said area must be fenced and controlled and screened in compliance with Chapter 918 of this Ordinance*. No screening is required as this property does not border a residential parcel according to 918.03. However the proposed development does show screening in the form of coniferous trees. The proposed fence is a steel painted fence for security.

c. *The site is served by an arterial or collector street of sufficient capacity to accommodate traffic which will be generated.* The proposed development will have less traffic then the existing building as the previous building had some independent residents. The proposed project will have no residents with access to a vehicle. Wayzata Blvd is more than adequately sized for any increased load that may be generated.

d. *All signing and informational or visual communication devices are in compliance with Chapter 927 of this Ordinance.* Signage for the proposed project will utilize the existing dinge location and design which meets the city requirements.

**B. The application meets the required findings of approval for the necessary variance to accommodate the proposed building and reduced setback on an institutional parcel .**

**A. Side yard setback –** the owners of this parcel have been through the planning process for this parcel before and heard from neighbors and the city as to what is important to them as their neighborhood evolves. What was overwhelmingly communicated was the need to save as many established trees as possible. Most of the established trees are along Wayzata Blvd. This requires the building to be set back away from the road so construction does not impact these trees. The design and layout has evolved and the location of the building on the site has been chosen to avoid the existing trees. However, in avoiding the existing trees the design team has been confounded by the odd triangular shape of the site.

The project team requests a variance to the side yard set back on the west side of the parcel. The institutional district requires a 50-foot setback. This petition requests a setback of 30 feet

from the west property line. This side of the property is only bordered by highway 12 and for the foreseeable future will not impact neighboring property owners.

The design team and owners have been through at least a dozen building iterations to try to find a compromise in the footprint of the building to avoid this setback variance. Ultimately, they have found the daily impact of a nonlinear building on the residents is exceedingly detrimental to people who inhabit the building every day. Individuals with dementia and other memory impairments have difficulty navigating spaces as it is. One way to improve their daily life is to create an environment where their entire environment is laid out in a way that all destinations are visible at once instead of obscuring them around corners. This variance it is extremely important for the planned building to be simply laid out with straight lines for navigation as well as staff observation. With this strict building layout, a reduced side setback to fit the building on the triangular site is required. This decision has been thoughtfully made to impose on only one setback of the site adjacent to the highway instead of infringing on the setback to the east side adjacent to the existing neighboring building.

**Design Standard Deviations**

The city of Wayzata has created an excellent design standard to protect their city and cultivate the feel they want for their community. A design standard can go a long way to guide development, but the built environment is not always black and white. While these design guidelines enumerate specific measurable goals what is more important is the feel of a community. It is our position that the proposed building fits the feel of Wayzata both existing and planned even if it does not meet all the objective design standards. Below are design standards we believe are a detriment to this project through site hardships or as a hinderance to the project fitting with the immediate surrounding community.

**The application meets the required findings for deviation from design standard 909.05.**

The Zoning Ordinance permits deviation from the Design Standards enumerated in Chapter 909 upon a finding by the City Council that the negative impact of such deviation is outweighed by one or more enumerated factors in Section 909.29. For the proposed elderly care building and site, it is impractical to locate all of the parking in the rear of the building. In elderly care and the Moments communities in general it is important to establish safe positive outdoor spaces. Most important to the residence is safety and comfort. If the site plan were to try to accommodate all the parking in the rear of the building it would force vulnerable adults to spend their outdoor time adjacent to the fast and busy stretch of Wayzata Blvd. Along with the noise and the fact that Wayzata Blvd. is not a human or pedestrian oriented road in this area, and therefore there are safety concerns with all the outdoor activities next to the road.

In a community like these all-outdoor areas need to be fenced to help give residents a degree of independence while keeping them safe. Wayzata fence ordinances restrict fences tall enough to protect residents if they are located in the front yard. It is also a condition of the proposed conditional use that all outdoor space be located in the side yard or back yard of a building as proposed. With all parking in the back yard this would become infeasible therefore we believe we have struck a balance between the two requirements.

The project plans to mitigate this impact of the front yard parking by following the guidelines and requirements of section 909.18 including large shade trees already established. The proposed design has moved as much of the car park to the rear of the building as possible. The loading area of the building has been moved from the side of the existing building to the rear to enhance the aesthetics of the neighborhood. This rear yard parking lot will be used by employees guaranteeing these spots behind the building will be utilized before any others. This will also reduce the number of headlights at night as the majority of evening vehicles are from staff.

In this section it is also requested the building be located and oriented to the public way. The proposed building is oriented to the public way but is set farther back on the site to match the set back and also protect the existing established trees. In the past proposal it was made clear the front yard distance set back from the road and neighbors across the street was important to those within sight of the property.

**The application meets the required findings for deviation from design standard 909.07.**

The Zoning Ordinance permits deviation from the Design Standards enumerated in Chapter 909 upon a finding by the City Council that the negative impact of such deviation is outweighed by one or more enumerated factors in Section 909.29. For the proposed elderly care building, a massing break is required every 150 feet of façade. That break must extend through the building. A massing break is proposed but will incorporate a second-floor pedestrian walkway to accommodate building circulation and thus the break will not fully extend through the building physically but will provide a very similar visual break as intended. The incorporation of the small walk way the design of the building also incorporates a dark colors adding to the visual breaks in the building. A complete massing break without the walkway connection would not be viable for residents as the people living in this community need simple straight circulation paths to not get confused in navigating the building.

Clear navigation is so important to the wellbeing of the future residents of this building. For this reason, a differently shaped building for the site was not appropriate. All corridors need to be straight and clearly defined with a view of the destination. These simple corridors also need to be large enough to enable wheelchairs, larger mobility devices and the constant wandering of residents with dementia. The need for simple movement is especially true when traversing floors. With a full building break this would require 3 elevator banks for this one building. This complexity of navigation would be immensely complicated for people with dementia and other memory and mobility-related limitations who are not able to use elevators on their own. A deviation is appropriate when the purpose and intent of the Design Guidelines are achieved. In the proposed design a transparent walkway will connect the building providing a massing break while also facilitating building circulation.

**The application meets the required findings for deviation from design standard 909.13.**

The Zoning Ordinance permits deviation from the Design Standards enumerated in Chapter 909 upon a finding by the City Council that the negative impact of such deviation is outweighed by one or more enumerated factors in Section 909.29. For the proposed elderly care building Residential units located within four feet of ground level at any public right-of-way shall provide a secondary exterior entry to the unit as a residential stoop. This is an undue burned on an elderly care type of building catering to memory care. The entire building is focused on keeping residents safe and one of the most important tenants of this focus is keeping residents in the building who are a danger to themselves if left on their

own. For this reason, all doors are locked at all times and adding a door to the studio dwelling units that is always inoperable is not suitable for these residents.

**The application meets the required findings for deviation from design standard 909.14.**

The Zoning Ordinance permits deviation from the Design Standards enumerated in Chapter 909 upon a finding by the City Council that the negative impact of such deviation is outweighed by one or more enumerated factors in Section 909.29. Section M. Roofing Materials and Detailing. subsection

> 3. Sheet roofing materials shall only be allowed where the flat or low slope rood surface is concealed by solid raised parapets no less than 36 inches in height.

our understanding of the intent of this passage is to obscure the flat roof and possible roof top equipment from the view of neighbors or passersby. In our design district rooftop equipment is not allowed and none is proposed. This property is also situated so 2 of the 3 sides will never have a neighbor with a building let alone taller than our proposed building. On the final side, due to zoning limits on height throughout the city, there will never be a building tall enough to see the roof of the proposed structure. We request to limit our minimum parapet height to 12 inches tall. This reduction in height helps our two main goals to fit into the neighborhood. Number one, it reduces the height of the building across about 50% of the perimeter. Number two, it helps us accentuate the sloped roofs we have incorporated to fit into the residential area of Wayzata.

**Summary**

Based on the project outline above and the attached design materials the redevelopment of this site meets the required findings necessary for approval. The proposed building and site improvement will be an asset to the Wayzata community enhancing lives with the services offered as well as the aesthetics of the area with a new clean building following the new design standards of Wayzata incorporated since the construction of the original building and responding to the surrounding neighborhood.

Please contact a member of the Moments team if you have any Questions or would like to discuss the proposed project further.

Sincerely,

Elizabeth Wright ,
The Moments Founder

Office: 952-915-1515
ewright@themoments.com

Jeff Schuler, AIA
Lead Design Architect

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6-27-2024

Moments of Wayzata Neighborhood Meeting

- **Positive Feedback on Colors**: Neighbors appreciated the building's colors, noting that they help it blend into the neighborhood and not stand out as much as the previous submission.
- **Tree Screening**: The addition of trees at the front of the property was well-received, as they effectively screen the building and parking lot from view.
- **Perceived Size Reduction**: Although the building's size remains essentially unchanged, neighbors commented that the new design makes it look smaller. It was discussed with them that it is approximately the same footprint.
- **Improvement from Previous Submission**: The updated design was deemed a significant improvement over the previous one.
- **Drive-Under Sunroom Removal**: Neighbors appreciated the removal of the drive-under sunroom, considering it a positive change.

Overall, the feedback was very positive, highlighting several aspects of the design. The meeting was short with only about 25 minutes of questions.

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ROC 341525

**From:** Kris Johnson <krisjohns53@gmail.com>
**Sent:** Sunday, August 4, 2024 12:03 PM
**To:** David Kirkland <kirklandDM@gmail.com>; Larissa Stockton <larissastockton@wayzata.org>; chrisplantan@wayzata.org; kensorensen@wayzata.org; bonnieschwalbe@wayzata.org; jenniferseverson@wayzata.org; adamelg@wayzata.org; Emily Goellner <egoellner@wayzata.org>; valeriequarles@wayzata.org; Public Comment <publiccomment@wayzata.org>
**Subject:** Highlands Neighborhood Concerns/Comments - Moments of Wayzata Current Application

The neighborhood concerns remain unchanged:

All parking should be in the rear of the building per the city's design guidelines but allow a limited number in the front for pick up/drop off handicap, visitors or residents. All parking must face the building, either head in or diagonally with NO parking facing the residential neighborhood.

Preservation of as many significant trees as possible throughout the site.

Minimize nighttime lighting with all fixtures meeting the dark skies requirements. See attached article from Astronomy magazine.

The variance must show factual proof of hardship not caused by the applicant's own planning or actions. It also cannot be economically driven.

Residential scale architecture of some merit. There are many examples of such architecture throughout the Highlands neighborhood. The submitted plan with the monolithic Days Inn layout and second level plexiglass walkway is not appropriate for this sensitive site in the bluff district at the west entrance to the city.

Parking count not to exceed what is required. Suggest using proof of parking, especially along the west side.

We would like the planning commission to ask for an alternate plan that runs more north and south similar to the layout of Redeemer Lutheran next door.

In summary, to achieve some or all of these goals we strongly recommend staying with a PUD zoning, revised as needed. This is the only way the city will have enough control to end up with a plan that is appropriate for the west entrance to the city.

**From:** Kris Johnson <krisjohns53@gmail.com>
**Sent:** Thursday, August 29, 2024 10:40 PM
**To:** Johanna Mouton <johannamccarthy@wayzata.org>; Jeffrey Parkhill <jeffreyparkhill@wayzata.org>; Alex Plechash <alexplechash@wayzata.org>; Molly MacDonald <mmacDonald@wayzata.org>; kensorensen@wayzata.org; Johanna Mouton <johannamccarthy@wayzata.org>; Public Comment <publiccomment@wayzata.org>
**Subject:** Wayzata City Council Meeting - Tuesday, September 3rd - Moments of Wayzata, Resident Comments

Council members -
Wayzata is a special community and, in large part, that's no accident because the city has put in place a comprehensive zoning code and an associated list of design standards to ensure the continuity of construction, use of building materials, and architectural design to protect and enhance the residents' property values throughout the city and to manage developers who may want to build bigger, taller, cheaper, and denser. The zoning code and the design standards were written to be adhered to and not worked around for the benefit of the developer at the expense of the larger Wayzata community. We look to major new developments in the last 15 years that are zoning and design compliant. They are recognized as enhancements to the community, such as Folkstone, (see below) and the new Wells Fargo property. Remember that the location of this proposed development is the western gateway to our community. First impressions matter and that's why we're insisting on adherence to the zoning code and design standards.

When the applicant purchased the site in April 2021, the zoning code was in place, as were the design standards. The developer was aware of them then or should have been. Why are they asking for so many variances now? The perimeter of the site is unchanged as is the topography of the property. With the existing building being removed, the applicant has a clean site to work with. Why does the applicant submit a plan that does NOT adhere to the zoning setback or the design standards? The answer is pure economics. Any site design limitations are self-imposed by the applicant's land planning and architectural design. The building needs to fit the site, rather than trying to fit the site to the building. Hence, the need for the side yard variance.
The neighbors have consistently voiced their concerns throughout the approval process. The applicant has favorably responded to a few of these concerns which the residents appreciate.
Our concerns remain:

- Adhere to zoning code and design standards
- Light pollution
- Residential architectural design-the building should look like home

These are the plan elements that we would like to see modified:

- Remove all parking in the front of the building <u>facing</u> the residential neighborhood relocating it to the west edge of the property. This will entail adhering

to the side yard set back requirement effectively shortening the building by only 20 feet. The side yard variance must show factual proof of hardship not caused by the applicant's own planning or actions. It also cannot be economically driven. The relocation of the parking stalls to the side partially meets the design standard that all parking should be in the rear of the building.

- Minimize nighttime lighting with all fixtures meeting the dark sky's requirement. These requirements are only met by fixtures that are downward casting with the lighting element shielded and recessed a minimum of 8" into the fixture using warm colored bulbs not LED blue lights. See attached article from Astronomy magazine which you may have previously received.

- Shorten the length of the building by 20' to be in compliance with the zoning code. Applicant has told us that they need to provide a long straight corridor to facilitate residential walking. This is contrary to industry design recommendations. Research shows the long double loaded corridor as the most disorienting design to people with memory loss as all doors look the same and should be avoided. Units should be grouped together in pods of 4-6 residents. This way they can potentially recognize one another and where they live. As the applicant has stated, walking is very important to the health of the residents. Research recommends walking 2-5 miles a day on a circular path around a healing garden with natural light on all sides. This could be achieved by building a solarium at the rear of the property. You cannot walk 2-5 miles a day in a double loaded corridor with fluorescent lighting. We have all walked hospital corridors, so this is easy to understand. For these reasons, a shorter building should not be an issue.

- Following any approval that is granted, before construction commences, the residents request that the boulevard trees on the Babcock Lane side of Wayzata Boulevard are planted by the applicant. Bennett Myhran, the city arborist, concurs with this request.

- Number of offices – With nine offices and parking that exceeds the requirement, we are concerned that the applicant is planning on operating other businesses within the facility. You may recall, the first application included corporate offices in the lower level of the day care building. Ask the applicant to give detailed information on offices throughout the building. Make the approval conditional that the applicant is only operating the Moments of Wayzata memory care business out of the facility. If they are found operating other businesses, their conditional use permit would be suspended.

- Prior to approval, the residents request an elevation of the property viewed at eye level from Babcock Lane.

We are all in favor of the senior care residential use on this site but it must be compliant with the zoning code and design standards. The applicant has not proven a hardship exists but rather an inconvenience. We wish to see a beautiful residential style building at the west entrance to the city. We thank you for taking our comments seriously.

**Kris Johnson/David Kirkland**

DWARF GALAXIES REVEAL SECRETS OF THE EARLY COSMOS p. 26

# Astronomy®

JULY 2024

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SPECIAL REPORT

## HOW WE CAN FIGHT LIGHT POLLUTION

p. 14

THE JOYS OF WIDE-FIELD IMAGING p. 40

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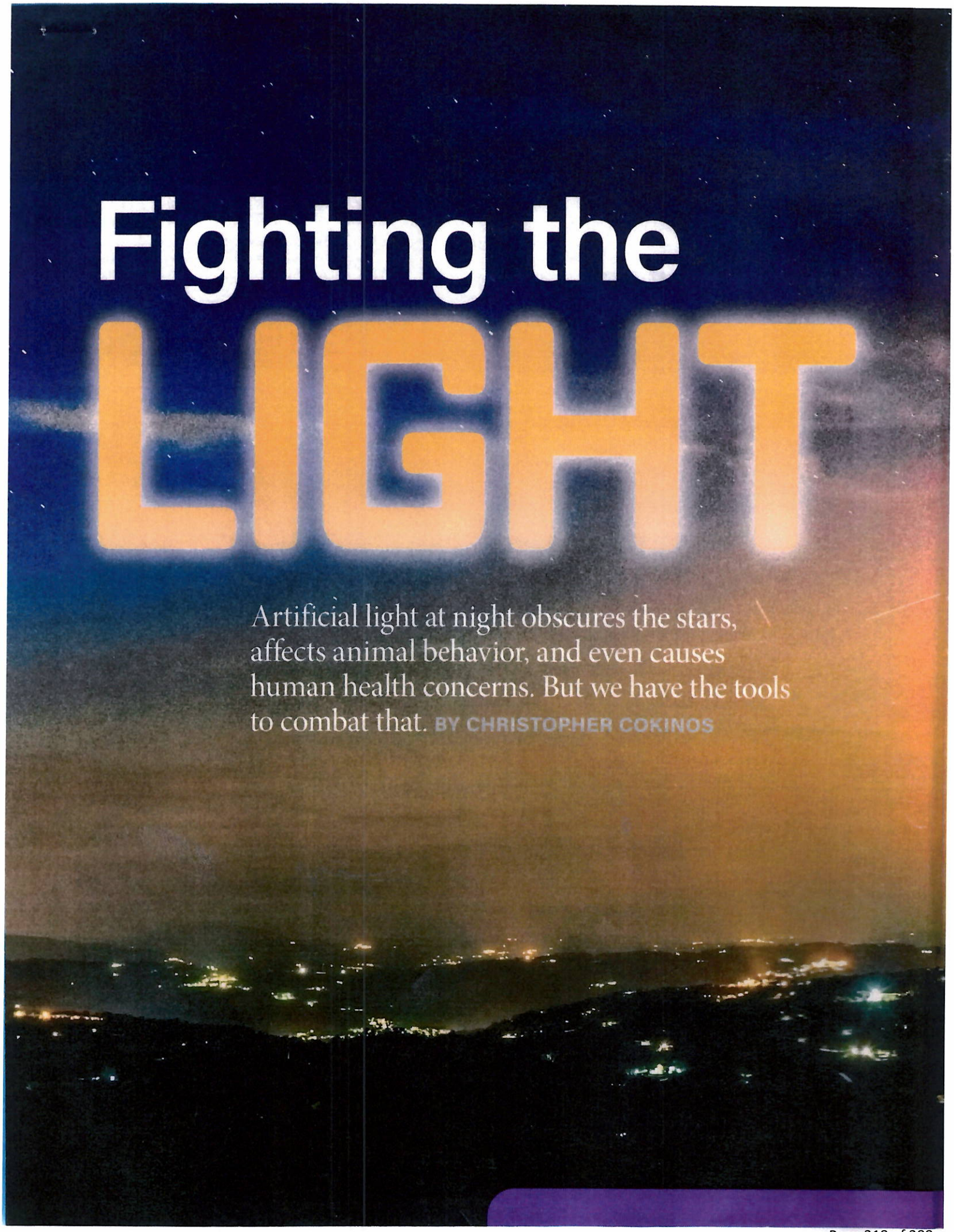
Vol. 52, Issue 7

# Fighting the LIGHT

Artificial light at night obscures the stars, affects animal behavior, and even causes human health concerns. But we have the tools to combat that. BY CHRISTOPHER COKINOS



**ON A CRISP NIGHT LAST FALL IN THE ARIZONA DESERT,** I stood amid sand and scrub at the intersection of Valencia and Kolb on the outskirts of Tucson and beheld a gleaming gas station.

To say that this coruscating beacon of convenience was well lit would be like calling a dinosaur incinerated by the Chicxulub meteor impact well done. LED lights shed painfully bright white light across the sidewalks and pavement, attracting swarms of desert crickets. Several faulty lights nearby added a dystopian purple haze.

Across the street stood a second gas station — just as large, but with lighting that seemed softer, warmer, and not as glaring.

With me was a small group of dark-sky activists, including John Barentine, a Tucson-based astronomer and consultant on dark-sky issues. From our vantage point, it was obvious which gas station was the larger emitter of light pollution. But, Barentine explained, both buildings met Tucson's lighting code. I nodded, feeling depressed about the state of artificial light at night, or ALAN.

The threat of ALAN has long been known to astronomers and shows no sign of abating. Not only is it growing, it's acquiring new forms. Today, you can be far out in wild country and still witness urban light domes and passing satellite constellations looking like moving sculptures in space. And the widespread adoption of cheap and efficient LEDs has allowed blue-white light to spread across the sky like a science-fiction fog.

Perhaps even more unsettling is the growing realization of light pollution's impacts on ecosystems and even society. Losing dark nights doesn't just mean losing stars: New research is showing that ALAN can be deadly to animals and harmful to humans.

As a result, light pollution is no longer just a rallying cry for astronomers — it is increasingly recognized as an environmental crisis. This means that astronomers have new allies in the global fight against the light. Arizona — with its historic observatories and tough lighting codes — is just one of many communities on the frontlines.

**ABOVE: SKYGLOW FROM THE CITY OF CALGARY,** Alberta, some 12 miles (20 km) away drowns out the sky to the northeast of Rothney Astrophysical Observatory in Priddis, Alberta. ALAN DYER

**BACKGROUND: THE BRIGHT SKYGLOW** from city lights can easily wash away the night sky, hiding the stars from view. But they are still there, shining — and we can reveal them with collaborations and initiatives underway around the world. CATIAMADIO/DREAMSTIME.COM

## A snapshot of ALAN

In response to the growing sense of crisis, in June 2023 the journal *Science* devoted a special issue to light pollution, defining it as "illumination at times and locations that are unnecessary, excessive, intrusive, or harmful." Sometimes there is too much lighting in one location. Often, fixtures shed light in directions other than down, where it is intended for public safety. *Science* cites many sources beyond streetlights, including buildings, vehicles, advertising, and sports facilities.

THE EFFECTS OF artificial light at night (ALAN) are a global issue. ALAN data from NASA's Black Marble project are used not just for research on light pollution, but also to study the impacts of natural disasters, illegal fishing activity, and much more. This global map shows the state of ALAN in 2016. IMAGE BY JOSHUA STEVENS, USING SUOMI NPP VIIRS DATA FROM MIGUEL ROMAN, NASA GODDARD SPACE FLIGHT CENTER

THE PREVALENCE OF bright city lights in the U.S. already makes it difficult for anyone living east of the Mississippi River to see the night sky. Even in the west, more lights and poor lighting practices have begun to take a toll. IMAGE BY ROBERT SIMMON, USING SUOMI NPP VIIRS DATA PROVIDED COURTESY OF CHRIS ELVIDGE (NOAA NATIONAL GEOPHYSICAL DATA CENTER)

Lighting follows development, explained Amy Oliver, public affairs officer for the Center for Astrophysics | Harvard & Smithsonian, as she drove us along a dark rural stretch of Pima County. And we saw evidence backing her words: A school we passed had an intensely bright digital sign promoting everything from enrollment days to sporting matches — a glaring presence that temporarily blinded me. Beyond it, the empty sports field's lights were on.

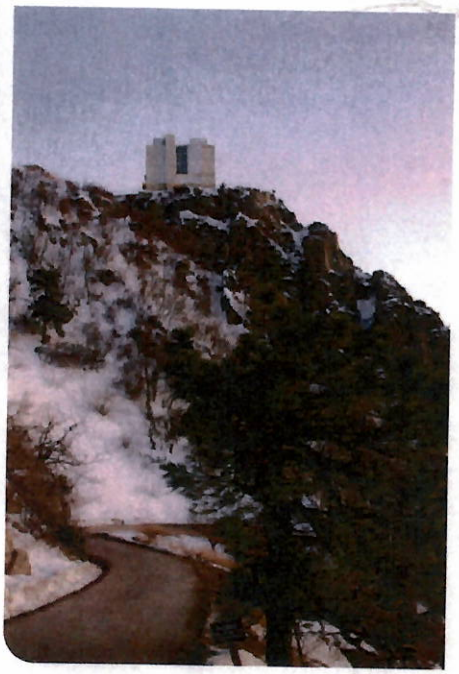
Barentine and co-authors Miroslav Kocifaj and Stefan Wallner explain in the *Science* special issue that a decade ago, ALAN was increasing globally at an average rate of about 2 percent a year, based on satellite observations of upward-directed light. But, Barentine says, those observations undercount the real change by only considering light that makes it through the atmosphere. A more recent *Science* study, he says, which doesn't suffer from the same bias, estimates the sky's brightness is increasing at about 10 percent each year.

In a 2023 talk, Smith College astronomer James Lowenthal, who heads the light pollution subcommittee of the American Astronomical Society, put the consequences for a naked-eye observer in visual terms: "We're already losing about one star per day. In a decade, most parts of the United States could have lost thousands of stars from their sky."

## The bad guys ... sort of

If there are bad guys in this story, they are

"We're already losing about one star per day. In a decade, most parts of the United States could have lost thousands of stars from their sky."



THE MMT OBSERVATORY sits atop Mount Hopkins in the Santa Rita Mountains, where the lights of both Tucson and Nogales are visible. PYRONORDICMAN/ WIKIMEDIA COMMONS

## RESPONSIBLE LIGHTING

**DarkSky's Responsible Outdoor Lighting at Night** (ROLAN) manifesto is a straightforward policy document that city councils, companies, and schools can adopt. Developed by a collaboration of dark-sky activists, policymakers, and lighting experts, its points include:

- Everyone should have the right to access darkness and quality lighting, and light needs to be used and distributed fairly without discrimination.
- Designs should start with darkness and add light only if needed to create a space where people are encouraged to dwell; this lighting should also protect a view of the stars.
- Planners should add light only to create safe spaces for people to be in and move through. These benefits should be maximized while simultaneously limiting each project's environmental and financial costs.

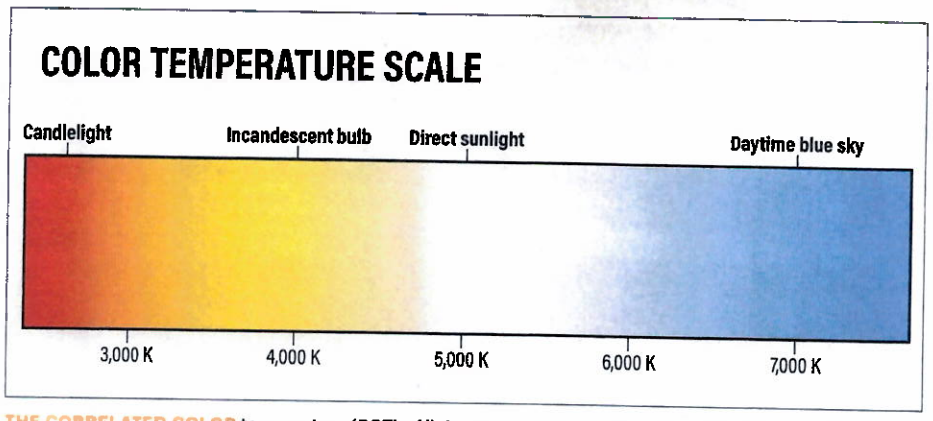
Further, ROLAN cites the "Five Principles of Good Outdoor Lighting:" that it has a justifiable purpose, it isn't brighter than necessary for that purpose, it points only where it needs to, it uses warm colors, and it's off when it's not needed. The key elements to a good lighting code are similar: putting light only where it's needed; using shielded streetlights; and employing warmer, lower-temperature light in the yellow part of the spectrum instead of blue-white light.

Budding light-pollution activists can find the manifesto at www.darksky.org/news/responsible-outdoor-lighting-at-night-rolan-manifesto-for-lighting/ or search online for the lighting codes for both Tucson and Flagstaff. — *C.C.*

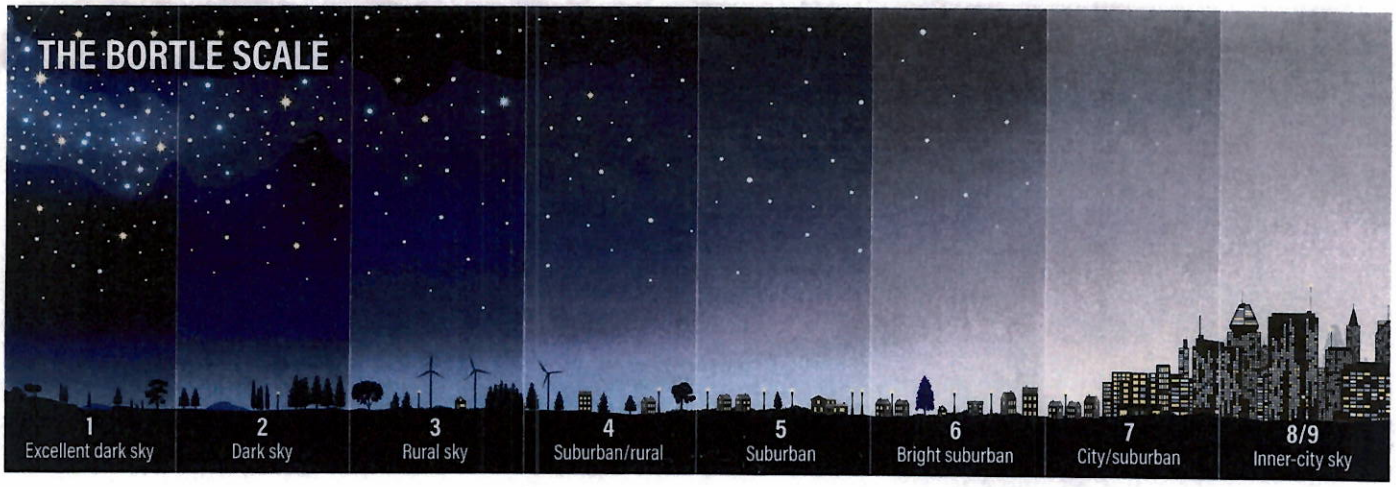
ignorance and LEDs — or, more precisely, the latter's misapplication. While the first is a longstanding foe, the second is a newcomer that has made swift advances. LEDs are everywhere, having proliferated due to their low cost, high efficiency, purported safety benefits, and a global wave of bans on old-fashioned incandescent bulbs. LEDs are supposed to be good for energy budgets and Earth's climate, but when left unchecked, they produce harsh light that can overwhelm the night sky, polluting more than the lighting it replaced.

Most LED parking lot and streetlight fixtures shine at a correlated color temperature (CCT, which describes the hue of lighting perceived by the human eye) of 3,000 kelvins, bluer than light at 2,700 K — the lowest CCT that manufacturers produce, which is still bluer than the amber glow of older sodium-vapor lamps. For comparison, a CCT of 5,000 K is closer to daylight.

Bluer light, with a higher CCT, is




THE CORRELATED COLOR temperature (CCT) of light, measured in kelvins, determines the warmth and color we see. Older sodium-vapor lamps had a CCT of 2,700 K, while most outdoor LED lighting has a CCT of 3,000 K or higher. Sunlight has a CCT of 5,000 K, with daytime blue skies even higher. Early LED lighting tended to have a CCT of 4,000 K. More recently, outdoor lights with a CCT of 3,000 K are being employed; although this CCT is considered warmer than daylight, according to an American Medical Association report, our eyes still perceive light with this CCT as white. *ASTRONOMY*: ROEN KELLY



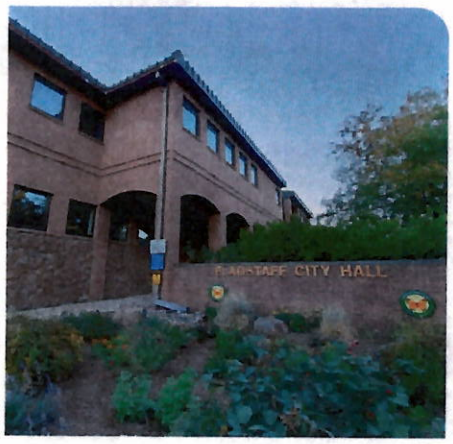

**THE BORTLE SCALE** is a common way to measure the darkness of the night sky. It ranges from 1 to 9. At one end, a value of 1 refers to a perfectly dark sky free of light pollution, while a score of 9 is reserved for the most heavily light-polluted, inner-city skies. *ASTRONOMY*: ROEN KELLY

more harmful to astronomy: It has a shorter wavelength, which the molecules in Earth's atmosphere more easily scatter, washing out more of the sky. For astronomers, this reduces the contrast between their target and the background sky, resulting in "not detecting the object at all or needing either a much bigger telescope or longer exposure time to detect it," explains Barentine.

Scattering from blue-rich LEDs is a problem even in the Atacama Desert of Chile, home to many of the world's great observatories. At the seemingly pristine site of the Las Campanas Observatory — home to the twin Magellan Telescopes and the forthcoming Giant Magellan Telescope — half of the background skyglow comes from road lighting 25 miles (40 kilometers) away, according to a 2022 study in *Monthly Notices of the Royal Astronomical Society*. Its authors find that some two-thirds of all large observatories experience skies 10 percent brighter than natural levels, which is the limit for a light-polluted observatory site as defined by the International Astronomical Union and International Commission on Illumination.

But Tucson has shown that light pollution can be reduced with large-scale public intervention. In 2016 and 2017, 90 percent of street fixtures — nearly 20,000 lights — were replaced with downcast lights, most of which are shielded, meaning the lighting element is inset into the fixture. The lights are set at 90 percent maximum brightness, but dimmed further — down to 60 percent — between either midnight or 3 A.M. (depending on location) and the hour before dawn.

There were no complaints from the public. "Nor has there been an increase in crime or traffic accidents that we can detect in the available data," Barentine says, as we zip down Aviation Highway. Most residents — including myself — didn't notice the change at all.



**DESPITE ITS SIZE,** Flagstaff has maintained fairly dark skies with carefully crafted lighting codes and cooperation from the public, the local government, and city businesses. LEFT: CHON KIT LEONG/DREAMSTIME.COM. BELOW: COCONINO NATIONAL FOREST/BRADY SMITH

## Bye, ALAN

Tucson's lighting code is already considered strong. In northern Arizona, Flagstaff's night-sky protection is trailblazing.

Flagstaff is the world's first designated International Dark Sky Community and home to several astronomical facilities, including Lowell Observatory. It's often said that Flagstaff and astronomy grew up together: The first pro-astronomy lighting ordinance was passed there in 1958, when famed astronomer E.C. Slipher got the city to ban advertising searchlights.

Now, dark-sky activist and retired astronomer Chris Luginbuhl leads the charge. When we met over lunch at the aptly named Dark Sky Brewing, Luginbuhl noted that Flagstaff is both

**MULTIPLE SATELLITES STREAK** through this composite of the Coma Berenices cluster, shot through a wide-field telescope over the course of about an hour. The trails mostly run north-south, so the photographer posits they are due to polar-orbiting satellites, rather than the largely west-east tracks of Starlink. ALAN DYER

unusual and an example, in that the city and county government have well-written lighting codes — including enforcement — integrated across departments with buy-in from businesses and the community. According to Tiffany Athol, a senior city planner, Flagstaff allows streetlights only at corners and intersections. Like Tucson, crime has not increased.

I can attest that Flagstaff's skies are considerably darker than any other city of its size I've visited. Surrounding communities in Coconino County have dark skies that any astronomer would envy. And just recently, more restrictions on lighting were added around the U.S. Naval Observatory.

"What's left to do now?" Luginbuhl says. "Everything." Flagstaff will continue to grow. Research shows that growth will lead to a 20-percent increase in light pollution over the Naval Observatory, says Luginbuhl. But, he notes, retrofitting old fixtures with updated lighting would cut that increase to 10 percent. He's now conducting a study to produce an atlas showing the brightness of the night sky around the world, as seen from the ground, if every community followed Flagstaff's example.

**SEVERAL PARALLEL SATELLITE** tracks show the telltale sign of recently launched Starlink satellites passing through the skies above Carson National Forest, New Mexico. M. LEWINSKY (CC BY 2.0)

Of course, not every city has Flagstaff's astronomical heritage and largely sympathetic public. Taking on ALAN around the globe will require nurturing and growing city-dwellers' willingness to become code-literate — and, perhaps more fundamentally, their sense of personal investment in the night sky. And even in Flagstaff, Luginbuhl often hears residents say they support lighting restrictions because they're happy to help the astronomers. "But I ask, 'Doesn't it matter to you?'" he says.

## Profound effects

After all, light pollution isn't just bad

for the sky. A growing body of research shows that it's bad for us, too.

Architect and professional lighting designer K.M. Zielinska-Dabkowska and collaborators write in the *Science* special issue that "nocturnal light exposure can strain the visual system, disrupt circadian physiology, suppress melatonin secretion, and impair sleep." Although more research is needed, blue light at night also appears correlated with a rise in cancer risk and may even change our gut microbiome. The American Medical Association already recommends street lighting CCTs be lower than 3,000 K. However, Barentine notes, "it's very difficult to link outdoor lighting to human health problems" because indoor light likely has larger effects.

Poorly directed and overly bright light can also temporarily blind, reducing safety, especially for drivers suddenly shifting from very bright to very dark environments. At the same time, nighttime lighting brings powerful liberatory benefits, of which dark-sky advocates need to be mindful. The study notes that in rural areas of developing countries, "children often gather in publicly lit areas with streetlights to study and do homework" to avoid unhealthy light sources, like wood fires, at home. Yet such access does not mean we have to pollute the night sky. That's one of the challenges.

And light pollution affects more than humans. Insects swarm around artificial lights at night because they may confuse them for moonlight, the special issue of *Science* and a January 2024 paper in *Nature* find. According to the *Science* paper, "blue light attracts more insects than the yellow and red parts of the spectrum." (Bats are also more bothered by blue light than red and may abandon roosts due to human light sources.) Swarming exhausts insects and might be one reason their populations are plummeting. Their decline also affects birds and other creatures who feed on them.

Bright glass buildings are also dangerous to birds. On just one night in October 2023, nearly 1,000 migrating songbirds collided with Chicago's lit-up McCormick Place Lakeside Center. And newly hatched sea turtles confuse lit beaches for the reflective ocean, drawing them in the wrong direction, often to their deaths.

The U.S. Forest Service has found that deer and mountain lions change their behavior near urban areas. Deer are attracted to light for protection but also forage more quickly, perhaps leading to less nourishment by spending less time looking for food. And attracting large mammals of any kind into urban settings presents dangers to them and to humans.

In addition, rodents and amphibians live shorter, less fertile lives because of ALAN. Even plants change their behavior in response to ALAN, whether holding on to leaves longer in the fall or sending more biomass into leaves instead of roots.

While these accruing negative effects are overwhelming, it does mean new

**THE FAMILIAR SIGHT** of insects swarming around lights at night may occur because they mistake the lights for moonlight. NADET SRIPHAKHOT/DREAMSTIME.COM

**VENUS (LOWER RIGHT), THE MOON (CENTER TOP)**, and a few bright stars — including those of the Pleiades and Orion — appear above the city of Calgary, Alberta, in this composite image meant to mimic how the human eye saw the scene. Even so, the photographer notes the camera picked up a few more stars than were visible to the naked eye. The image is a stack of four 2-second exposures with a 24mm Sigma Art lens at f/2.8 and Nikon D750 at ISO 400. No light-pollution filter was used. The Moon comprises an HDR blend of shorter images to prevent overexposure. ALAN DYER

**THE DESIGN OF** outdoor lighting plays a huge role in the amount — or lack — of light pollution produced. Non-cutoff lights have no shielding and spray photons in all directions, while those with progressively more shielding (semi-cutoff, cutoff) reduce the amount of wasted light not pointed at the ground. Lights with a full cutoff design are best — these eliminate any light at or above an angle of 90° from the pole and focus their full intensity downward for the greatest efficiency and protection of the night sky. ASTRONOMY: ROEN KELLY, AFTER INTERNATIONAL DARK-SKY ASSOCIATION

allies in the fight against the spread of excessive blue-white LED light. The Tucson Audubon Society and Sky Island Alliance have helped organize town halls and community meetings tackling light pollution and its impact on biomes around Whipple Observatory, Oliver notes. Whipple stands atop Arizona's Mount Hopkins in the Santa Rita Mountains, which is home to a fragile and unique "sky island" ecosystem. This year, Whipple — along with DarkSky International's Southern Arizona chapter, several entomologists, experts from the National Forest Service, and the Xerces Society for Invertebrate Conservation — will launch a light-pollution-monitoring project that includes studying its effects on the local glow worm population.

That more people are seeing light pollution as an environmental cause is a critical development. "We need as many strong voices as possible to share the full story of the impact of light pollution," Oliver says.

## Constellations of our own making

All that's just here on Earth.

In low Earth orbit, more and more satellites are lighting up the night, especially megaconstellations like SpaceX's Starlink.

Satellites leave bright trails through long-exposure images that overwhelm the faint targets that astronomers are trying to observe. "It's like trying to see someone holding a candle flame in the dark while that person is also shining a flashlight in your face," says Barentine.

The problem has quickly come to a head as the pace of commercial launches soars. "In the last three years, humankind has launched more satellites into space than we did from the beginning of the Space Age up to 2019," says University of Illinois astrophysicist and Assistant Professor of Aerospace Engineering Siegfried Eggl. Filings with the Federal Communications Commission (FCC), which regulates communications satellites, indicate that up to 100,000 satellites could be launched in the foreseeable future, he notes. Without strategies to combat that, "such a large number of satellites will affect essentially all branches of astronomy, even space-based observatories such as the Hubble Space Telescope unless they are stationed far from Earth."

A 2023 study in *Nature* found that 40,000 Starlink satellites will "essentially pollute every [ground-based] image with at least one streak," he says.

But Eggl says that "with enough motivation, technical solutions can be found to almost any problem."

Those solutions require cooperation

## BUILDING A DARK-SKY COALITION

**In the fight against light pollution,** "constituents make a difference," says John Barentine. "What we're missing is political will. We can reverse light pollution tomorrow. Nobody suffers when we decrease light pollution."

The Flagstaff Dark Skies Coalition is a group focused on "celebrating, promoting, and protecting night skies," says Chris Luginbuhl, the organization's president. The first two verbs are key — they help build coalitions. And over time, conversation — not confrontation — can do wonders.

Change requires citizens who are, in the words of James Lowenthal, "patient, persistent, and polite." By speaking up, meeting with officials, and engaging the public in star parties, he says, this daunting issue can become both "winnable and fun."

Lowenthal advocates taking guidelines on responsible lighting to community centers, schools, and other institutions. Tiffany Athol adds, "You've got to make friends with the planners. Where are the push and pull points in your community?"

"Relations come first," Lowenthal says. "The rest will follow."

Those relations could be your neighbors. My friend and dark-sky activist Julie Swarstad Johnson once dreaded nights living next to a rental house's poorly oriented and overly bright security lights. When she and her husband offered to buy dark-sky-friendly fixtures, the landlord agreed.

Even corporations can make concessions. Amy Oliver suggests talking to businesses about "fostering an ethos." The McDonald's in Sedona, Arizona, doesn't light its iconic golden arches. Rather, they glow in the dark. — *C.C.*

THESE STAIRS IN FRONT of a hospital in Potsdam, Germany, are an excellent example of good lighting. Warm-colored lights installed beneath the handrails direct light exactly where it is needed — and not where it isn't. CHRISTOPHER KYBA (CC BY 4.0)

THESE PHOTOS SHOW a before (top) and after (bottom) comparison following an upgrade to better lighting at a Circle K gas station near Oracle State Park in Arizona. The change included installing lighting within — rather than below — the canopy, as well as choosing a warmer CCT of light with less emission in the blue portion of the spectrum. MIKE WEASNER (CC BY 4.0)

between astronomers and satellite operators, and they are making progress. The U.S. National Science Foundation now has an agreement with SpaceX to reduce the effects of Starlink by, among other steps, lessening the satellites' brightness and telling astronomers when and where they'll pass overhead. But these agreements do not have the force of law.

Other companies have plans for large constellations, like AST SpaceMobile. A 2023 article in *Nature* found that the company's prototype BlueWalker 3 satellite is one of the top 10 brightest night-sky objects. Here, too, astronomers are trying to work with the company to mitigate its impact on observatories.

While astronomers seek collaboration, activists are going to court. In late 2022, the advocacy group DarkSky International filed an appeal of the FCC's decision to approve SpaceX's plans for 7,500 Starlink satellites, arguing that it should have considered their astronomical and environmental impacts under the National Environmental Policy Act. In a press release, the organization wrote: "It is unprecedented for [DarkSky] to resort to the court system to resolve disputes. But in this case, we felt compelled to act." A ruling is expected in mid-2024.

### Global effort

The night after our tour of Tucson, Oliver showed me the view from outside the dome of the 6.5-meter MMT Observatory on Mount Hopkins. Weather kept the stars obscured, but I could see clearly against the clouds and fog the light dome

**THE GLOW OF** city lights from Phoenix mars the horizon as seen from Surprise, Arizona, some 55 miles (89 km) away.
GPPERCY/WIKIMEDIA COMMONS

over Nogales, Mexico, 25 miles (41 km) to the south, as well as the twinkling lights of Tucson 35 miles (56 km) to the north, strung out like a glowing abacus.

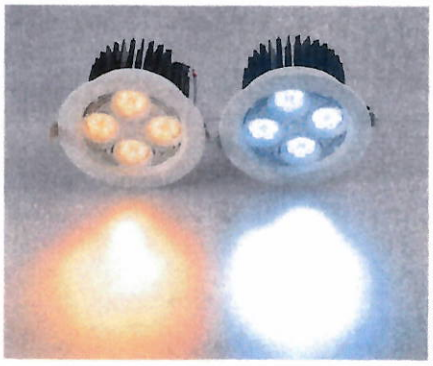
Had I been alone, I would have assumed the worst. But Oliver tells me the Nogales light dome actually is shrinking.

Fernando Ávila, who heads the Dark Skies Law Office at the Astronomy Institute of the Universidad Nacional Autónoma de México, is working with Oliver on a Smithsonian Institution project called DarkSky Net to address light pollution in Arizona and Mexico.

"In 2021, the [Mexican] federal environmental law was modified to include the terms of *light pollution* and *intruding light*," Ávila says. "It defined the excess of artificial light at night as a pollutant." Now Ávila is working with officials to zone areas such as astronomical observatories, natural parks, and reserves, setting maximum light levels for each. "We are trying to set these places as maximum protected areas," he says. Ávila, too, has allies, including groups protecting sea turtles and fireflies.

Although the changes to national law have yet to trickle to the municipal level, Ávila says, most new public lighting systems have a full cutoff design that projects light downward. Although they are bright LEDs with a CCT of or over 4,000 K, the transition has been shown to shrink the light dome in the city of Ensenada. "I wouldn't be surprised that this is what's going in Nogales and any other city that is doing the same," says Ávila.

And there is another factor: "a big push to promote astrotourism as viable economic activity for small communities," says Ávila. Boosting tourism to dark-sky sites around the world could be a powerful impact multiplier, exposing people to the beauty of the night sky and Indigenous astronomical traditions while also benefiting those communities economically.



PHOTOMALL/DREAMSTIME.COM

**Lights with a lower color temperature (left) appear warmer and more golden. Those with a higher color temperature (right) look bluer.**

At the Namibia University of Science and Technology in Windhoek, researcher and senior lecturer Sisco Auala is also focused on this combination. "I think astrotourism can play a big role as an advocate to preserve night skies," she says.

She adds: "I believe that Namibia has a unique opportunity to capitalize on our dark skies that could contribute to sustainable development and mitigate poverty in rural Namibia." Ultimately, she hopes to secure the involvement of Indigenous communities and incorporate their astronomical lore into the narrative that astrotourists experience.

It's an uphill battle, however, to "convince tourism stakeholders, including government officials, of the real potential of this niche tourism product for Namibia's sustainable tourism development," she says, noting that historically, the country's tourism has been focused on wildlife. But Auala is hopeful.

## At the precipice of change

Famed conservationist Aldo Leopold wrote: "One of the penalties of an ecological education is that one lives alone in a world of wounds." Yet wounds can be healed. At just the moment when light pollution is bleeding across the night sky, our awareness of it and our potential for partners is also increasing.

Light-pollution activism spans the globe. We know what the problem is. We have allies in the cause. And we have the tools.

The stars we're trying to protect are our inspiration. And they're still shining.

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**Christopher Cokinos** *is the author of* Still as Bright: An Illuminating History of the Moon from Antiquity to Tomorrow *(Pegasus Books, 2024).*

# City of Wayzata
# City Council Agenda Report

| | |
|---|---|
| **MEETING DATE:** September 3, 2024 | **AGENDA ITEM:** 8.c |
| **TITLE:** Consider Adoption of Resolution 34-2024 Certifying to the County Auditor the Preliminary Property Tax Levy for Taxes Payable 2025 and Resolution 35-2024 Approving 2025 Preliminary Budgets | |
| **PROPOSED MOTION:** 1) To Adopt Resolution 34-2024 Certifying to the County Auditor the Preliminary Property Tax Levy for Taxes Payable 2025, and 2) To Adopt Resolution 35-2024 Approving 2025 Preliminary Budgets | |
| **PREPARED BY:** Aurora Yager, Deputy City Manager | |
| **REVIEWED BY:** Jeffrey Dahl, City Manager | |

**ACTION REQUESTED:**
Staff recommends adoption of Resolutions 34-2024 and Resolution 35-2024 as presented.

**FINANCIAL OR BUDGET CONSIDERATION:**
The recommended preliminary levy increase for 2025 is 8.71%. A preliminary budget and tax levy must be approved and certified to Hennepin County by September 30, 2024. When the final budget is considered in December, the proposed levy amount may be lowered but cannot increase from what was preliminarily approved in September.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**
*Diversify Revenue*
The draft preliminary budget moves the City forward in diversifying revenue by making it less dependent on property taxes in future years.

*Achieve & Sustain Operational Excellence*
The draft preliminary budget funds several initiatives and projects that will help the organization achieve and sustain excellence in providing services to and for the community.

*Sustain Community Character & Safety*
The draft preliminary budget funds several initiatives and projects that will keep the community's character and make it safer.

**BACKGROUND:**
Enclosed are the 2025 preliminary budgets for City's General Fund, Enterprise, and Special Revenue Operations. The development of the annual budget is a comprehensive process that includes input gathered from the Mayor, Council, and staff during budget work sessions, ultimately culminating in a final budget document to be approved by the City Council in December.

**<u>2025 Budget Goals</u>**

1. Invest in public safety personnel
2. Implement Strategic Plan initiatives
3. Minimize impact on residents

**<u>General Fund Budget</u>**
The General Fund Budget, as presented, assumes a 9.45% increase in operational expenses. Once factoring in capital needs, the overall levy increase is 8.71%. Some of the main factors driving the levy increase include:

- Investing in IT and technology
- Investing in employee compensation

- Adding public safety employees
- Insurance increases

**Enterprise and Special Revenue Fund Budgets**
In addition to the City's main operating budget, the General Fund, the City also prepares budgets for several Enterprise Funds that include utilities (Water, Sewer, Stormwater, and Solid Waste), Liquor (Bar and Grill and Wine and Spirits), Motor Vehicle Licensing, and the Marina. It also has budgets for two Special Revenue Funds, Cable TV and the Cemetery.

While the General Fund derives its revenue largely from property taxes, enterprise and special revenue funds are supported by user fees. These fees are analyzed on an annual basis to ensure the proper revenues are generated to maintain operating reserves, meet ongoing cash flow needs, and to replace existing infrastructure as it depreciates. The City reviews enterprise and special revenue budgets in the same time frame as the General Fund budget because all these budgets combined are what fund our city services, pay for city staff, and make transfers to capital project funds.

**Total 2025 Preliminary Budget**

| | |
|---|---|
| General Fund | $9,247,211 |
| Water | $1,904,350 |
| Sewer | $1,988,495 |
| Stormwater | $295,600 |
| Solid Waste | $446,680 |
| Liquor (Bar & Grill and Wine & Spirits) | $8,419,775 |
| Marina | $78,215 |
| Motor Vehicle | $734,014 |
| Cable TV | $89,135 |
| Cemetery | $10,155 |
| **Total** | **$23,213,630** |

**Next Steps**
Next steps in the 2025 budget process are:

- September 17, 2024 – Council adopts 2025 Fee Schedule
- October 8, 2024 - Capital Improvement Plan (CIP) Workshop
- October 22, 2024 - Budget Status Update Workshop (Tentative)
- October-November – Staff refines General Fund budget, Enterprise Fund Budgets and CIP as needed
- December 3, 2024 - Council adopts Final 2025 Budgets
- December 17, 2024 - Council adopts 2025-2034 CIP

**ATTACHMENTS:**
1. 2025 Preliminary Budget Memo and Line Item Budgets
2. RES 34-2024 Certifying Preliminary Levy for 2025
3. RES 35-2024 Preliminary Budgets for 2025

# Property Tax Levy and General Fund Budget

## 2025 Preliminary Budget

## Tax Levy Summary

Overall, the tax levy includes levies for general operations and City infrastructure. The 2024 actual and 2025 proposed preliminary tax levies are listed below.

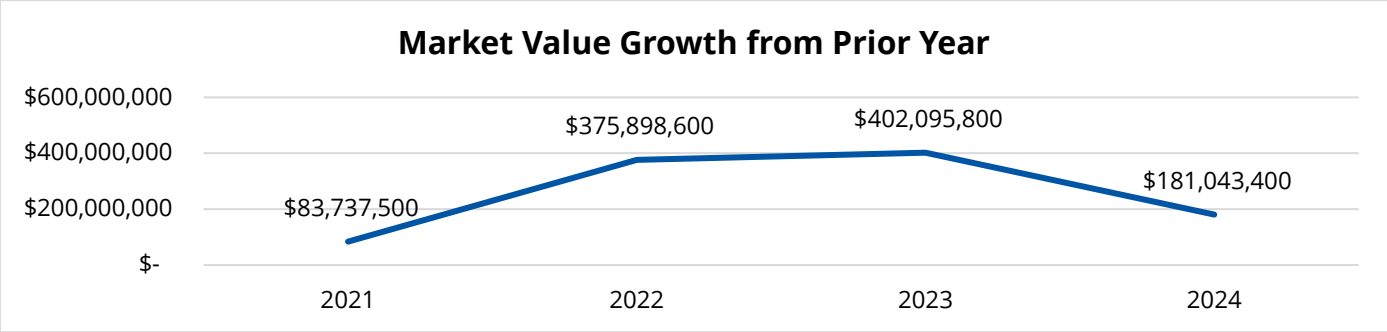
| | 2024 | 2025 Prelim | Increase (Decrease) | % Change |
|---|---|---|---|---|
| General | $5,905,107 | $6,462,880 | $557,773 | 9.45% |
| City Infrastructure | $502,015 | $502,000 | $(15) | 0.00% |
| **Total City Tax Levy** | **$6,407,122** | **$6,964,880** | **$557,758** | **8.71%** |

## Summary of the City's Market Value and Net Tax Capacity

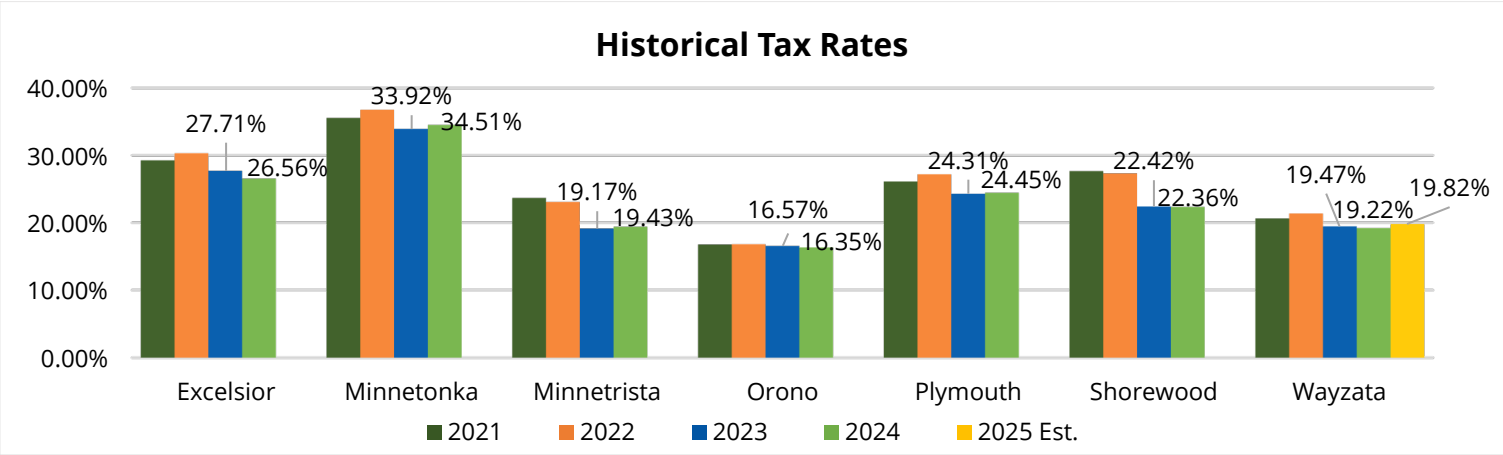
The City tax rate is calculated by dividing the total levy amount by the total tax capacity. Tax capacity is determined by multiplying the taxable market value of each property in the City by its specific class rate (a percentage set by the State) and adding them all together. In Minnesota, there are different class rates for different types of properties and these rates can only be changed by the State Legislature.

Wayzata's market value continues to be strong with growth in net tax capacity outpacing the suburban county average. About 19% of the market value growth in 2024 is from new construction.

| | Net Tax Capacity | | | |
|---|---|---|---|---|
| | 2023 Pay 2024 | 2024 Pay 2025 | % Change (Wayzata) | % Change (County) |
| Commercial/Industrial | $9,280,222 | $10,209,472 | 10.0% | 3.2% |
| Apartment | $2,940,804 | $2,939,015 | -0.1% | 1.5% |
| Residential | $25,870,910 | $26,771,049 | 3.5% | 1.3% |
| Other | $3,331,120 | $3,411,220 | 2.4% | 1.8% |
| **Total** | **$41,423,056** | **$43,330,756** | **4.6%** | **1.8%** |

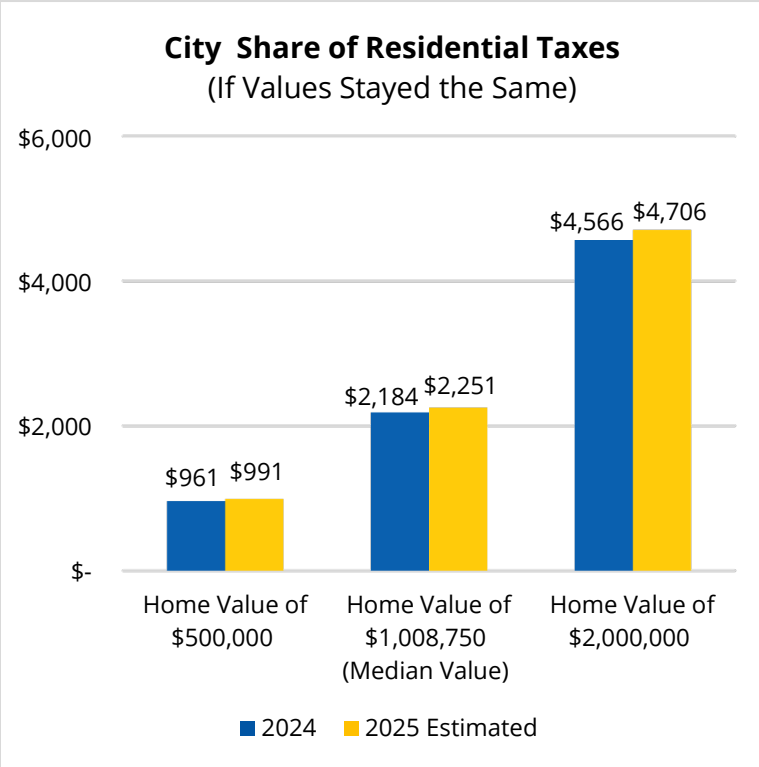


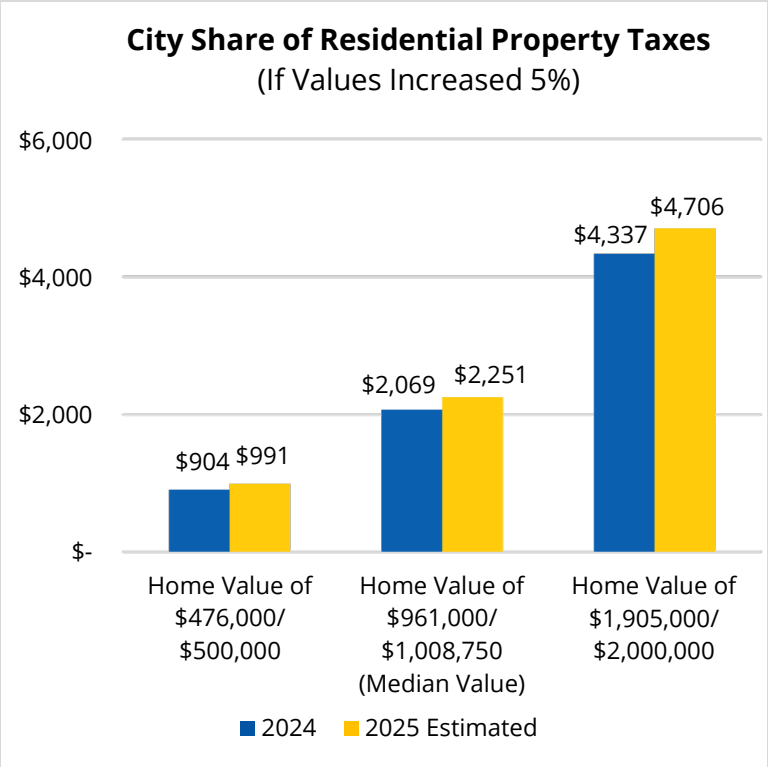
Below is a summary of Wayzata's tax rate history compared to six Lake Minnetonka Cities and Plymouth. Even with a projected tax levy increase in 2025, Wayzata is projected to maintain a lower-than-average tax rate at 19.82%.




**Impact to Residents**

Calculating the impact of changes in property taxes to homeowners in Minnesota requires a complicated mix of data and information that changes each year. Based on the proposed levy increase of 8.71%, preliminary estimates indicate that the median valued home of $1,008,750 would see an increase of $67 in the City's portion of their annual tax bill when property values are held constant.



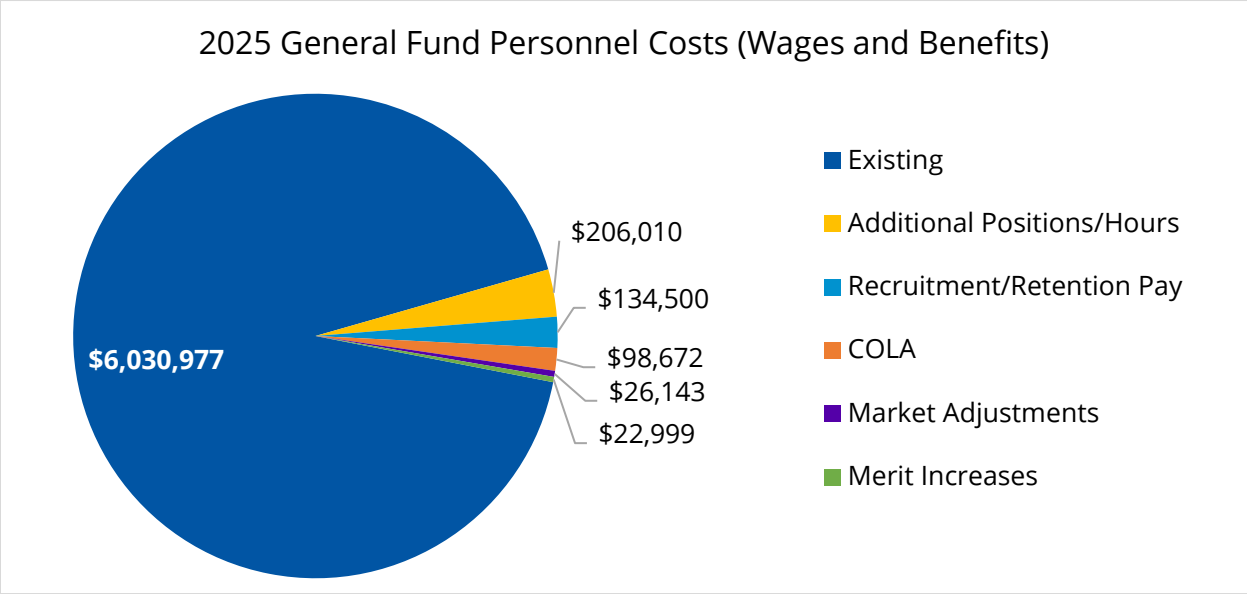

If a home increased in value 5% from the prior year, a median value home of $1,008,750 would see an increase of $141, in the City's portion of their annual tax bill.

## General Fund Levy Drivers

Several factors are contributing to the 2025 budget and specifically are driving the general fund levy increase of $556,902. Some of the significant categories are listed and represented in the chart below.

- **Investing in IT and Technology:** increase in contract cost and scope of managed IT provider and additional resources for cybersecurity services, new phone system.
- **Investing in Employee Compensation:** 3% COLA, market adjustments per union contracts, and recruitment and retention incentive pay for Police Officers.
- **Adding Public Safety Employees:** adding a Police Officer (starting 2nd Quarter) and increasing hours for a Police Department Records and Community Service Officer positions.
- **Insurance:** increases in general liability insurance based on the prior year's valuation increases and estimated increases for new Lakewalk and docks.

A more detailed breakdown of personnel cost increases in the 2025 budget is provided below.




## Notable Service Changes

In 2025 there will be a few changes to service provision that should be highlighted:

1. Health Inspections and Food Licensing will transition from a partnership with Minnetonka to Hennepin County. The net impact of this change will cost the City about $20,000.
2. Assessing services will continue to be provided by Hennepin County but the City will no longer be billed for those services. This will save the City about $105,500.

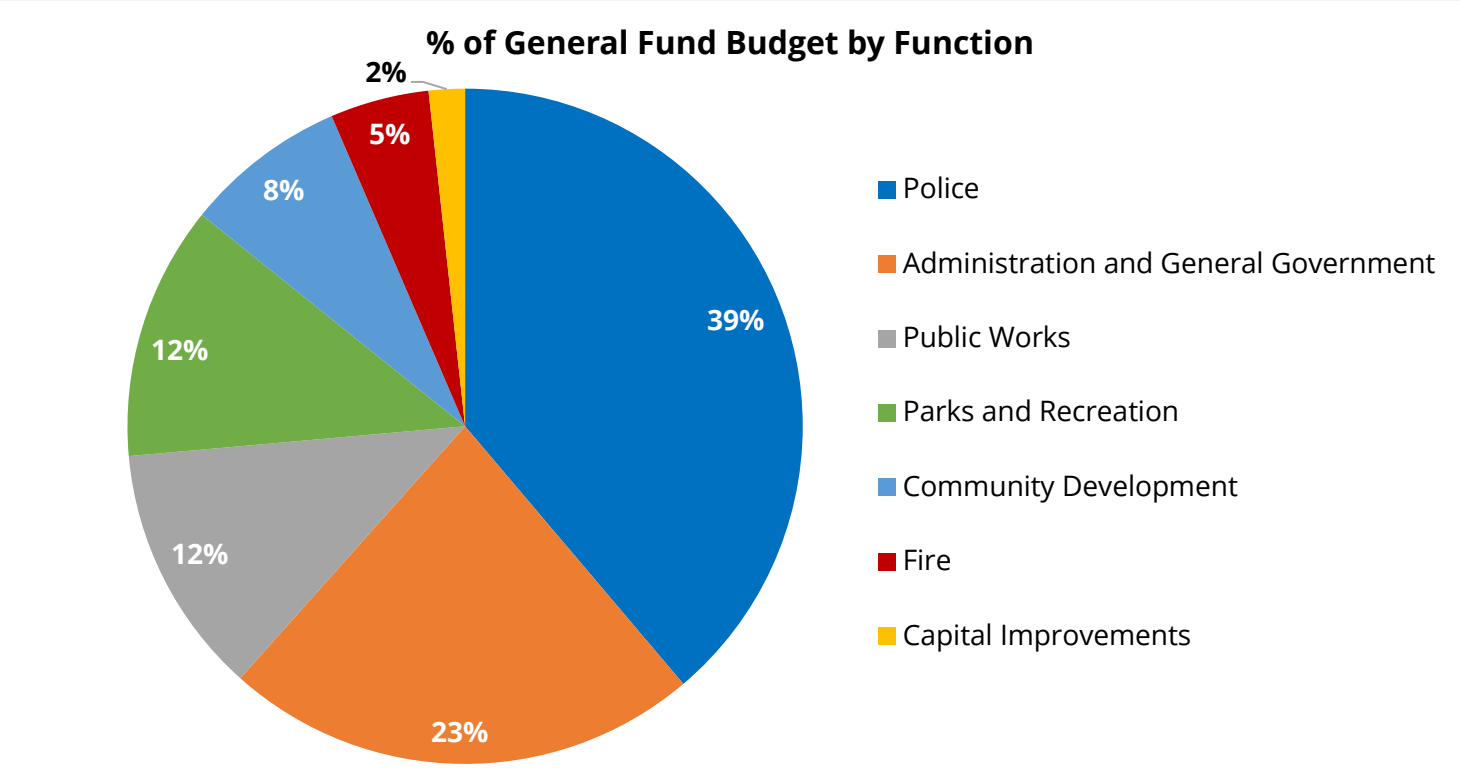
## General Fund Budget Summary

Below is a summary of the General fund's revenues and expenditures. Actual amounts are presented for the two prior years and the current year to date as well as projected budget amounts for next year.

| | Actual | | Budget | | Increase/ (Decrease) from PY | Percent Change |
|---|---|---|---|---|---|---|
| | 2022 | 2023 | 2024 | 2025 | | |
| **Revenues** | | | | | | |
| Taxes | $4,785,349 | $5,279,837 | $5,905,107 | $6,462,880 | $557,77. | 9.45% |
| Franchise Fees | $87,436 | $88,002 | $88,000 | $88,000 | $ - | 0.00% |
| Licenses and Permits | $586,814 | $741,116 | $713,000 | $685,600 | $(27,400) | -3.84% |
| Intergovernmental | $765,403 | $330,738 | $412,736 | $360,100 | $(52,636) | -12.75% |
| Charges for Services | $919,780 | $926,037 | $892,719 | $990,818 | $98,099 | 10.99% |
| Fines and Forfeitures | $62,255 | $81,869 | $71,000 | $91,500 | $20,500 | 28.87% |
| Interest | $(131,188) | $178,277 | $58,400 | $125,000 | $66,600 | 114.04% |
| Miscellaneous | $15,755 | $60,081 | $32,000 | $35,000 | $3,000 | 9.38% |
| Transfers In | $579,316 | $453,000 | $393,313 | $408,313 | $15,000 | 3.81% |
| **Total Revenues** | **$7,670,920** | **$8,138,957** | **$8,566,275** | **$9,247,211** | **$680,936** | **7.95%** |

| | Actual | | Budget | | Increase/ (Decrease) from PY | Percent Change |
|---|---|---|---|---|---|---|
| | 2022 | 2023 | 2024 | 2025 | | |
| **Expenditures** | | | | | | |
| Mayor and Council | $52,232 | $54,544 | $65,986 | $73,190 | $7,204 | 10.92% |
| Administration and Finance | $957,343 | $990,750 | $1,161,405 | $1,268,455 | $107,050 | 9.22% |
| Assessing | $83,018 | $99,000 | $105,500 | $ - | $(105,500) | -100.00% |
| Community Development | $333,363 | $369,666 | $406,515 | $447,345 | $40,830 | 10.04% |
| Building Operations & Maint. | $298,885 | $299,510 | $373,473 | $345,845 | $(27,628) | -7.40% |
| Police | $2,238,426 | $2,577,937 | $2,947,907 | $3,525,610 | $577,703 | 19.60% |
| Crime Control & Investigation | $49,674 | $58,706 | $51,250 | $53,150 | $1,900 | 3.71% |
| Fire | $359,872 | $401,297 | $411,171 | $438,665 | $27,494 | 6.69% |
| Building Inspections | $218,585 | $222,527 | $259,776 | $270,500 | $10,724 | 4.13% |
| Emergency Management | $6,367 | $1,785 | $5,000 | $10,100 | $5,100 | 102.00% |
| Streets | $620,551 | $657,683 | $707,454 | $742,180 | $34,726 | 4.91% |
| Health Inspections | $36,775 | $34,375 | $41,000 | $ - | $(41,000) | -100.00% |
| Engineering | $136,489 | $150,946 | $241,358 | $249,525 | $8,167 | 3.38% |
| Parks | $854,856 | $832,268 | $1,074,130 | $1,126,146 | $52,016 | 4.84% |
| Boulevard Maint. & Lighting | $96,761 | $107,012 | $117,500 | $117,500 | $ - | 0.00% |
| Miscellaneous Allocations | $959,701 | $1,238,191 | $596,850 | $579,000 | $(17,850) | -2.99% |
| **Total Expenditures** | **$7,302,895** | **$8,096,197** | **$8,566,275** | **$9,247,211** | **$680,936** | **7.95%** |
| **Revenues Less Expenditures** | $368,025 | $42,760 | $ - | $ - | | |

A visual breakdown on where the General Fund Budget is spent by function of the City is provided below.



## General Fund Summary of Significant Increases and Decreases ($5,000 or more) and Service Level Changes

*Projects identified in the Strategic Plan are noted with the following graphic:*

**Revenues:**

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Property Taxes | $557,773 | To balance the budget |
| Alcoholic Beverages | $20,400 | One additional license |
| Health | ($58,750) | County taking over inspections |
| Misc. Licenses | ($7,000) | Wayzata will no longer do the inspections for lodging & swimming pools |
| Building Permits | $12,300 | To actual |
| Misc. Permits | $5,000 | To actual |
| Plan Check Fee | $20,000 | To actual |
| Planning Charges | ($15,000) | Based on anticipated projects |
| Interest Earnings | $66,600 | Based on current and forecasted rates |
| Credit Card Convenience Fee | $12,000 | To actual |
| Interfund Transfers | $15,000 | Increased transfer from Bar & Grill |
| Insurance Premium Tax-Police | $6,000 | Based on 2024 receipt |
| Misc. State Aid Grants – Police | ($65,636) | Traffic Safety Officer State grant no longer available and reduced transfer in for State Public Safety Aid |
| Police Services – SRO | $84,000 | School District reinstated full SRO contract |
| Police Services - Long Lake | $9,960 | Increase per contract |
| Court Fines | $20,000 | To actual |
| Insurance Premium Tax-Fire | $5,000 | Based on 2024 receipt |

**Expenditures:**

### Mayor and Council

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Part-time Wages | $7,000 | Increase in Council wages |

### Admin/Finance

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Full-Time Employees Regular | $40,018 | COLA, step increases, and full year for Accountant position |
| Part-Time Employees | ($7,938) | No election judges |
| Employer Paid Insurance | $9,071 | Insurance renewal rate increase |
| Data Processing | $44,489 | NEW - $25,000 for additional IT support/cybersecurity project and Increase in Loffler contract |
| Printing and Publishing | $9,800 | Increases in postage and mailing costs and New - $1,500 for one extra postcard mailing |

### Assessing

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Consultants | ($103,000) | County to provide service for no charge to City |

### Community Development

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Full-Time Employees | $17,739 | COLA and step increases |
| Employer Paid Insurance` | $18,644 | Insurance renewal rate increase and budgeting for all employees to take health insurance |

### Building Operations and Maintenance

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Electricity | ($7,000) | NEW - Anticipated solar panel credits |
| Fuel, Oil, and Natural Gas | ($17,000) | To actual |
| Repairs/Maint. Machine & Equipment | ($15,000) | To actual |

## Police Department

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Full-time Wages | $405,788 | COLA, step increases, NEW Police Officer position (starting 2Q), increased hours for Records Technician, and NEW recruitment/retention incentive pay |
| Overtime Wages | $6,454 | To actual based on increased patrols |
| Part-time Wages | $17,703 | Increase in CSO hours |
| Temp Employee OT (TZD) | $10,000 | To actual |
| PERA | $48,130 | To actual with new wages |
| FICA | $11,811 | To actual with new wages |
| Employer Paid Insurance | $58,376 | New positions & contract increase |
| Data Processing | ($7,060) | To actual |
| Repairs/Maint – Machine/Equipment | $7,000 | To actual |
| Training | $8,000 | Additional training and approved tuition reimbursement per policy |

## Fire Department

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Part-time Wages | $11,966 | To actual with wage increases |
| Auditing/Acctg Services | ($7,000) | Fire Relief Audit to be paid by Relief Association |
| Payment to Fire Relief | $15,000 | To match state reimbursement in revenue budget |

## Building Inspections

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Full-time Wages | $5,750 | COLA and step increases |
| Part-time Wages | $5,740 | Increase in CSO hours |

## Emergency Management

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Dues, Licensing & Seminars | $5,000 | SWAT training |

### Streets

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Full-Time Employees | $14,183 | COLA and step increases per union contract |
| Over-time Wages | ($6,000) | To actual |
| Employer Paid Insurance | $8,880 | Based on contract increase |
| Chemicals | $10,000 | To actual |
| Sign Repair Materials | $6,000 | To actual |

### Health Inspections

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Contractual Services | ($41,000) | No longer contracting with Minnetonka. County to provide service. |

### Parks

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Full-Time Employees | $25,878 | COLA and step increases per union contract |
| Employer Paid Insurance | $5,112 | Based on contract increase |
| Plantings | $5,000 | To actual |
| Dirt, Sand & Gravel | $5,000 | To actual |
| Contractual Services | $6,500 | Lakeshore Restoration & Prairie Maintenance contract increases |

### Misc. Allocations

| Line Item | Increase (Decrease) | Reason |
|---|---|---|
| General Liability Insurance | $60,000 | To actual with prior year valuation increases. Additional insurance coverage for Panoway Lakewalk and docks. |
| Operating Transfer | ($73,650) | To reduce levy |

# General Fund Line-Item Budgets

## 2025 Preliminary Budget

BUDGET REPORT FOR CITY OF WAYZATA

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| 00000 | ALL DEPARTMENTS | 7,085,296 | 7,290,400 | 4,329,755 | 7,672,879 | 8,296,241 | 623,362 | 8.12 |
| 42100 | Police | 636,551 | 700,590 | 290,594 | 727,386 | 782,210 | 54,824 | 7.54 |
| 42200 | Fire | 136,670 | 149,613 | 71,877 | 166,010 | 168,760 | 2,750 | 1.66 |
| **Estimated Revenues** | | **7,858,517** | **8,140,603** | **4,692,226** | **8,566,275** | **9,247,211** | **680,936** | **7.95** |
| **Appropriations** | | | | | | | | |
| 41100 | Mayor and Council | 56,298 | 54,544 | 25,251 | 65,986 | 73,190 | 7,204 | 10.92 |
| 41500 | Administration & Finance | 1,069,428 | 990,750 | 656,331 | 1,161,405 | 1,268,455 | 107,050 | 9.22 |
| 41550 | Assessing | 98,000 | 99,000 | 51,500 | 105,500 | 0 | (105,500) | (100.00) |
| 41910 | Community Development | 388,265 | 369,666 | 214,384 | 406,515 | 447,345 | 40,830 | 10.04 |
| 41940 | Building Operations & Maint. | 293,576 | 299,510 | 154,950 | 373,473 | 345,845 | (27,628) | (7.40) |
| 42100 | Police | 2,588,102 | 2,577,937 | 1,494,455 | 2,947,907 | 3,525,610 | 577,703 | 19.60 |
| 42120 | Crime Control and Investigate | 48,000 | 58,706 | 25,822 | 51,250 | 53,150 | 1,900 | 3.71 |
| 42200 | Fire | 379,589 | 401,297 | 155,769 | 411,171 | 438,665 | 27,494 | 6.69 |
| 42400 | Building Inspection | 239,075 | 222,527 | 128,219 | 259,776 | 270,500 | 10,724 | 4.13 |
| 42500 | Emergency Management | 4,500 | 1,785 | 5,400 | 5,000 | 10,100 | 5,100 | 102.00 |
| 43100 | Streets | 674,741 | 657,683 | 352,005 | 707,454 | 742,180 | 34,726 | 4.91 |
| 43200 | Health Inspections | 41,000 | 34,375 | 21,675 | 41,000 | 0 | (41,000) | (100.00) |
| 43300 | Engineering | 217,823 | 150,946 | 85,672 | 241,358 | 249,525 | 8,167 | 3.38 |
| 45200 | Parks | 909,044 | 832,268 | 513,316 | 1,074,130 | 1,126,146 | 52,016 | 4.84 |
| 45203 | Boulevard Maint. And lighting | 116,500 | 107,012 | 39,310 | 117,500 | 117,500 | 0 | 0.00 |
| 49200 | Miscellaneous Allocations | 734,576 | 1,238,191 | 886,647 | 596,850 | 579,000 | (17,850) | (2.99) |
| **Appropriations** | | **7,858,517** | **8,096,197** | **4,810,706** | **8,566,275** | **9,247,211** | **680,936** | **7.95** |
| **Fund 101 - GENERAL FUND:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **7,858,517** | **8,140,603** | **4,692,226** | **8,566,275** | **9,247,211** | **680,936** | **7.95** |
| **TOTAL APPROPRIATIONS** | | **7,858,517** | **8,096,197** | **4,810,706** | **8,566,275** | **9,247,211** | **680,936** | **7.95** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **0** | **44,406** | **(118,480)** | **0** | **0** | **0** | |

BUDGET REPORT FOR CITY OF WAYZATA

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| ALL DEPARTMENTS | | | | | | | | |
| 101-00000-31010 | Property Taxes | 5,400,851 | 5,279,837 | 3,042,744 | 5,905,107 | 6,462,880 | 557,773 | 9 |
| 101-00000-32110 | ALCOHOLIC BEVERAGES | 155,400 | 161,402 | 184,191 | 173,000 | 193,400 | 20,400 | 12 |
| 101-00000-32120 | Health | 64,000 | 61,258 | 8,821 | 61,000 | 2,250 | (58,750) | (96) |
| 101-00000-32140 | Cigarette License | 620 | 800 | 0 | 800 | 950 | 150 | 19 |
| 101-00000-32160 | Trade License | 6,825 | 8,881 | 4,807 | 8,000 | 9,000 | 1,000 | 13 |
| 101-00000-32180 | Rental License | 37,000 | 42,331 | 37,965 | 42,500 | 38,000 | (4,500) | (11) |
| 101-00000-32190 | Misc License | 7,500 | 13,880 | 5,488 | 12,000 | 5,000 | (7,000) | (58) |
| 101-00000-32210 | Building Permits | 287,700 | 300,921 | 186,079 | 287,700 | 300,000 | 12,300 | 4 |
| 101-00000-32222 | Heating Permits | 54,200 | 68,694 | 31,511 | 60,000 | 60,000 | 0 | 0 |
| 101-00000-32230 | Plumbing Permits | 36,000 | 37,287 | 26,426 | 36,000 | 40,000 | 4,000 | 11 |
| 101-00000-32290 | Misc Permits | 28,000 | 44,657 | 27,000 | 30,000 | 35,000 | 5,000 | 17 |
| 101-00000-33160 | Other Federal Grants | 0 | 2,670 | 0 | 0 | 0 | 0 | 0 |
| 101-00000-33422 | STATE AID/GRANTS | 5,000 | 0 | 53,742 | 0 | 0 | 0 | 0 |
| 101-00000-34104 | Plan Check Fee | 138,100 | 215,551 | 105,820 | 160,000 | 180,000 | 20,000 | 13 |
| 101-00000-34106 | Project Inspection | 190,000 | 171,886 | 67,669 | 200,000 | 200,000 | 0 | 0 |
| 101-00000-34110 | Planning Charges | 48,000 | 23,610 | 15,668 | 45,000 | 30,000 | (15,000) | (33) |
| 101-00000-34190 | Charges for Services/Gen Gov | 25,000 | 30,961 | 10,870 | 27,000 | 27,000 | 0 | 0 |
| 101-00000-34942 | Grave Openings | 10,000 | 5,814 | 4,115 | 10,000 | 5,500 | (4,500) | (45) |
| 101-00000-36101 | Spec Assess Principal | 0 | 1,647 | 0 | 0 | 0 | 0 | 0 |
| 101-00000-36210 | Interest Earnings | 0 | 178,277 | 204,017 | 58,400 | 125,000 | 66,600 | 114 |
| 101-00000-36211 | Blvd. Lights & Maint. | 88,000 | 88,002 | 21,763 | 88,000 | 88,000 | 0 | 0 |
| 101-00000-36221 | Library Rent | 25,600 | 27,675 | 15,489 | 26,610 | 27,100 | 490 | 2 |
| 101-00000-36222 | FACILITY RENT | 12,000 | 11,278 | 6,655 | 16,449 | 11,848 | (4,601) | (28) |
| 101-00000-36225 | CC CONVENIENCE FEE | 0 | 0 | 7,455 | 0 | 12,000 | 12,000 | 0 |
| 101-00000-39101 | Sales of General Fixed Assets | 0 | 0 | 8,245 | 0 | 0 | 0 | 0 |
| 101-00000-39200 | Interfund Operating Transfers | 423,000 | 423,000 | 119,583 | 363,313 | 378,313 | 15,000 | 4 |
| 101-00000-39201 | Transfers from TIF | 30,000 | 30,000 | 0 | 30,000 | 30,000 | 0 | 0 |
| 101-00000-39400 | Misc.Revenues | 12,500 | 60,081 | 133,632 | 32,000 | 35,000 | 3,000 | 9 |
| Total Department ALL DEPARTMENTS: | | 7,085,296 | 7,290,400 | 4,329,755 | 7,672,879 | 8,296,241 | 623,362 | 8.12 |
| Police | | | | | | | | |
| 101-42100-32240 | Animal Licenses | 2,500 | 1,004 | 766 | 2,000 | 2,000 | 0 | 0 |
| 101-42100-33416 | Police Training Reimbursement | 15,000 | 28,976 | 7,492 | 14,500 | 16,500 | 2,000 | 14 |
| 101-42100-33421 | Insurance Premium Tax-Police | 128,000 | 144,285 | 0 | 144,000 | 150,000 | 6,000 | 4 |
| 101-42100-33422 | STATE AID/GRANTS | 3,000 | 52,864 | 25,824 | 139,736 | 74,100 | (65,636) | (47) |
| 101-42100-34108 | Police Services - SRO | 61,000 | 39,809 | 8,106 | 0 | 84,000 | 84,000 | 0 |
| 101-42100-34109 | Police Charges for Services | 30,000 | 25,030 | 3,600 | 22,000 | 20,000 | (2,000) | (9) |
| 101-42100-34211 | Accidents Reports | 151 | 458 | 70 | 150 | 150 | 0 | 0 |
| 101-42100-34212 | Fingerprinting | 1,500 | 820 | 442 | 1,000 | 1,000 | 0 | 0 |
| 101-42100-34214 | Alarm Charges | 1,000 | 3,071 | 165 | 1,000 | 1,000 | 0 | 0 |
| 101-42100-34998 | Police Services - Long Lake | 322,400 | 322,404 | 193,711 | 332,000 | 341,960 | 9,960 | 3 |
| 101-42100-35101 | Court Fines | 70,000 | 79,559 | 48,348 | 70,000 | 90,000 | 20,000 | 29 |
| 101-42100-35106 | Misc Fines | 2,000 | 2,310 | 2,070 | 1,000 | 1,500 | 500 | 50 |
| Total Department Police: | | 636,551 | 700,590 | 290,594 | 727,386 | 782,210 | 54,824 | 7.54 |

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| Fire | | | | | | | | |
| 101-42200-33420 | Insurance Premium Tax-Fire | 82,000 | 95,562 | 0 | 95,000 | 100,000 | 5,000 | 5 |
| 101-42200-33422 | STATE AID/GRANTS | 7,000 | 6,381 | 15,627 | 19,500 | 19,500 | 0 | 0 |
| 101-42200-34201 | Fire Contracts | 47,670 | 47,670 | 51,510 | 51,510 | 49,260 | (2,250) | (4) |
| 101-42200-34203 | Fire Misc. | 0 | 0 | 4,740 | 0 | 0 | 0 | 0 |
| Total Department Fire: | | 136,670 | 149,613 | 71,877 | 166,010 | 168,760 | 2,750 | 1.66 |
| **Estimated Revenues** | | **7,858,517** | **8,140,603** | **4,692,226** | **8,566,275** | **9,247,211** | **680,936** | **7.95** |
| **Appropriations** | | | | | | | | |
| Mayor and Council | | | | | | | | |
| 101-41100-00103 | Part-Time Employees | 24,000 | 24,000 | 12,000 | 24,000 | 31,000 | 7,000 | 29 |
| 101-41100-00121 | PERA | 0 | 0 | 0 | 0 | 665 | 665 | 0 |
| 101-41100-00122 | FICA | 1,836 | 1,836 | 918 | 1,836 | 2,375 | 539 | 29 |
| 101-41100-00210 | Operating Supplies (GENERAL) | 500 | 109 | 119 | 500 | 500 | 0 | 0 |
| 101-41100-00301 | Auditing and Acct g Services | 0 | (1) | 0 | 0 | 0 | 0 | 0 |
| 101-41100-00302 | Consultants | 13,000 | 10,684 | 5,080 | 15,000 | 12,000 | (3,000) | (20) |
| 101-41100-00331 | Mileage & Expense Account | 3,812 | 6,475 | 1,456 | 5,000 | 5,000 | 0 | 0 |
| 101-41100-00433 | Dues, Licensing & Seminars | 3,150 | 911 | 400 | 3,150 | 3,150 | 0 | 0 |
| 101-41100-00493 | Volunteer program | 8,000 | 6,039 | 0 | 8,000 | 8,000 | 0 | 0 |
| 101-41100-00494 | COMMUNITY EVENTS | 0 | 0 | 4,715 | 6,500 | 8,500 | 2,000 | 31 |
| 101-41100-00499 | Miscellaneous | 2,000 | 4,491 | 563 | 2,000 | 2,000 | 0 | 0 |
| Total Department Mayor and Council: | | 56,298 | 54,544 | 25,251 | 65,986 | 73,190 | 7,204 | 10.92 |
| Administration & Finance | | | | | | | | |
| 101-41500-00101 | Full-Time Employees Regular | 441,148 | 432,020 | 247,677 | 476,892 | 516,910 | 40,018 | 8 |
| 101-41500-00102 | Overtime | 0 | 65 | 586 | 0 | 500 | 500 | 0 |
| 101-41500-00103 | Part-Time Employees | 19,500 | 9,273 | 17,050 | 37,338 | 29,400 | (7,938) | (21) |
| 101-41500-00121 | PERA | 33,964 | 32,632 | 19,493 | 38,086 | 40,490 | 2,404 | 6 |
| 101-41500-00122 | FICA | 35,240 | 31,420 | 19,120 | 38,847 | 41,300 | 2,453 | 6 |
| 101-41500-00130 | Employer Paid Ins | 72,226 | 67,907 | 41,806 | 76,944 | 86,015 | 9,071 | 12 |
| 101-41500-00140 | Unemployment Comp (GENERAL) | 0 | 356 | 343 | 0 | 0 | 0 | 0 |
| 101-41500-00200 | Office Supplies (GENERAL) | 10,900 | 9,636 | 6,734 | 10,900 | 8,500 | (2,400) | (22) |
| 101-41500-00240 | Small Tools and Minor Equip | 0 | 0 | 370 | 0 | 0 | 0 | 0 |
| 101-41500-00301 | Auditing and Acct g Services | 57,900 | 65,614 | 43,797 | 65,240 | 66,910 | 1,670 | 3 |
| 101-41500-00302 | Consultants | 43,000 | 14,720 | 20,000 | 50,000 | 50,000 | 0 | 0 |
| 101-41500-00304 | Legal Fees | 124,000 | 116,979 | 77,125 | 135,000 | 135,000 | 0 | 0 |
| 101-41500-00306 | Personnel Expense | 18,550 | 10,216 | 4,932 | 13,500 | 17,000 | 3,500 | 26 |
| 101-41500-00311 | Data Processing | 70,000 | 75,680 | 45,359 | 54,431 | 98,920 | 44,489 | 82 |
| 101-41500-00324 | Internet/Web Page | 6,500 | 0 | 7,610 | 6,500 | 7,610 | 1,110 | 17 |
| 101-41500-00331 | Mileage & Expense Account | 8,000 | 8,430 | 3,728 | 8,000 | 8,000 | 0 | 0 |
| 101-41500-00350 | Printing & Publishing | 13,300 | 18,070 | 15,135 | 32,300 | 42,100 | 9,800 | 30 |
| 101-41500-00404 | Repairs/Maint - Machin/Equip | 9,300 | 11,420 | 9,404 | 13,700 | 13,700 | 0 | 0 |
| 101-41500-00433 | Dues, Licensing & Seminars | 74,600 | 58,768 | 59,813 | 68,760 | 70,700 | 1,940 | 3 |
| 101-41500-00434 | Training and schools | 12,300 | 7,195 | 6,826 | 13,667 | 14,100 | 433 | 3 |
| 101-41500-00497 | Credit Card Fees | 15,000 | 17,913 | 7,739 | 18,000 | 18,000 | 0 | 0 |
| 101-41500-00499 | Miscellaneous | 2,000 | 997 | 0 | 1,800 | 1,800 | 0 | 0 |
| 101-41500-00540 | Equipment | 2,000 | 1,439 | 1,684 | 1,500 | 1,500 | 0 | 0 |
| Total Department Administration & Finance: | | 1,069,428 | 990,750 | 656,331 | 1,161,405 | 1,268,455 | 107,050 | 9.22 |

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| Assessing | | | | | | | | |
| 101-41550-00210 | Operating Supplies (GENERAL) | 3,000 | 0 | 0 | 2,500 | 0 | (2,500) | (100) |
| 101-41550-00302 | Consultants | 95,000 | 99,000 | 51,500 | 103,000 | 0 | (103,000) | (100) |
| Total Department Assessing: | | 98,000 | 99,000 | 51,500 | 105,500 | 0 | (105,500) | (100.00) |
| Community Development | | | | | | | | |
| 101-41910-00101 | Full-Time Employees Regular | 276,623 | 277,777 | 161,622 | 301,981 | 319,720 | 17,739 | 6 |
| 101-41910-00121 | PERA | 20,612 | 20,698 | 12,049 | 22,514 | 23,850 | 1,336 | 6 |
| 101-41910-00122 | FICA | 21,162 | 20,217 | 11,736 | 22,964 | 24,325 | 1,361 | 6 |
| 101-41910-00130 | Employer Paid Ins | 46,868 | 33,548 | 20,438 | 34,556 | 53,200 | 18,644 | 54 |
| 101-41910-00210 | Operating Supplies (GENERAL) | 0 | 162 | 122 | 0 | 0 | 0 | 0 |
| 101-41910-00302 | Consultants | 5,000 | 998 | 951 | 5,000 | 5,000 | 0 | 0 |
| 101-41910-00331 | Mileage & Expense Account | 1,000 | 743 | 356 | 1,000 | 1,000 | 0 | 0 |
| 101-41910-00433 | Dues, Licensing & Seminars | 8,500 | 10,025 | 4,359 | 10,000 | 11,750 | 1,750 | 18 |
| 101-41910-00491 | Energy & Environment Committe | 5,000 | 5,074 | 985 | 5,000 | 5,000 | 0 | 0 |
| 101-41910-00492 | HPB | 3,500 | 424 | 1,663 | 3,500 | 3,500 | 0 | 0 |
| 101-41910-00499 | Miscellaneous | 0 | 0 | 103 | 0 | 0 | 0 | 0 |
| Total Department Community Development: | | 388,265 | 369,666 | 214,384 | 406,515 | 447,345 | 40,830 | 10.04 |
| Building Operations & Maint. | | | | | | | | |
| 101-41940-00101 | Full-Time Employees Regular | 38,842 | 38,998 | 32,429 | 61,614 | 63,500 | 1,886 | 3 |
| 101-41940-00102 | Overtime | 0 | 1,536 | 822 | 1,000 | 1,800 | 800 | 80 |
| 101-41940-00121 | PERA | 2,913 | 3,040 | 2,494 | 4,696 | 4,900 | 204 | 4 |
| 101-41940-00122 | FICA | 2,971 | 3,087 | 2,532 | 4,790 | 5,000 | 210 | 4 |
| 101-41940-00130 | Employer Paid Ins | 6,850 | 6,963 | 6,423 | 11,223 | 12,125 | 902 | 8 |
| 101-41940-00210 | Operating Supplies (GENERAL) | 12,500 | 8,630 | 4,383 | 12,500 | 8,500 | (4,000) | (32) |
| 101-41940-00309 | Contractual Services | 0 | 616 | 0 | 0 | 0 | 0 | 0 |
| 101-41940-00321 | Telephone | 28,000 | 23,262 | 15,319 | 29,750 | 34,620 | 4,870 | 16 |
| 101-41940-00381 | Electric Utilities | 65,000 | 58,675 | 17,800 | 65,000 | 58,000 | (7,000) | (11) |
| 101-41940-00383 | Fuel, oil and natural gas | 35,000 | 30,311 | 12,816 | 52,000 | 35,000 | (17,000) | (33) |
| 101-41940-00386 | Other Utilities | 6,000 | 12,458 | 8,529 | 9,600 | 12,500 | 2,900 | 30 |
| 101-41940-00401 | Repairs/Maint Buildings | 30,000 | 23,304 | 4,571 | 30,000 | 30,000 | 0 | 0 |
| 101-41940-00404 | Repairs/Maint - Machin/Equip | 20,000 | 11,077 | 836 | 30,000 | 15,000 | (15,000) | (50) |
| 101-41940-00409 | Maint services & Improv | 40,000 | 57,356 | 41,561 | 53,800 | 56,900 | 3,100 | 6 |
| 101-41940-00499 | Miscellaneous | 5,500 | 20,197 | 4,435 | 7,500 | 8,000 | 500 | 7 |
| Total Department Building Operations & Maint.: | | 293,576 | 299,510 | 154,950 | 373,473 | 345,845 | (27,628) | (7.40) |

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| Police | | | | | | | | |
| 101-42100-00101 | Full-Time Employees Regular | 1,636,797 | 1,556,997 | 888,340 | 1,745,882 | 2,151,670 | 405,788 | 23 |
| 101-42100-00102 | Overtime | 67,000 | 113,612 | 58,631 | 98,946 | 105,400 | 6,454 | 7 |
| 101-42100-00103 | Part-Time Employees | 35,830 | 21,116 | 16,491 | 67,197 | 84,900 | 17,703 | 26 |
| 101-42100-00105 | Temporary Employees Overtime | 0 | 9,225 | 10,510 | 0 | 10,000 | 10,000 | 0 |
| 101-42100-00107 | Military Leave | 0 | 6,745 | 1,977 | 7,544 | 8,325 | 781 | 10 |
| 101-42100-00121 | PERA | 293,232 | 289,825 | 167,495 | 325,525 | 373,655 | 48,130 | 15 |
| 101-42100-00122 | FICA | 36,402 | 30,354 | 15,687 | 36,489 | 48,300 | 11,811 | 32 |
| 101-42100-00130 | Employer Paid Ins | 335,641 | 305,770 | 192,142 | 372,764 | 431,140 | 58,376 | 16 |
| 101-42100-00200 | Office Supplies (GENERAL) | 2,500 | 3,612 | 688 | 2,500 | 3,500 | 1,000 | 40 |
| 101-42100-00210 | Operating Supplies (GENERAL) | 4,500 | 4,008 | 4,486 | 4,500 | 5,000 | 500 | 11 |
| 101-42100-00212 | Motor Fuels | 36,000 | 50,064 | 21,491 | 42,000 | 45,000 | 3,000 | 7 |
| 101-42100-00215 | K-9 SUPPLIES | 0 | 3,749 | 2,016 | 3,400 | 3,500 | 100 | 3 |
| 101-42100-00217 | Uniforms | 16,000 | 18,793 | 7,008 | 18,000 | 19,000 | 1,000 | 6 |
| 101-42100-00240 | Small Tools and Minor Equip | 1,800 | 2,869 | 1,552 | 4,000 | 3,000 | (1,000) | (25) |
| 101-42100-00302 | Consultants | 0 | 500 | 130 | 0 | 0 | 0 | 0 |
| 101-42100-00306 | Personnel Expense | 6,000 | 3,384 | 2,124 | 5,000 | 5,800 | 800 | 16 |
| 101-42100-00309 | Contractual Services | 28,900 | 38,320 | 25,946 | 58,520 | 63,020 | 4,500 | 8 |
| 101-42100-00311 | Data Processing | 0 | 0 | 15,922 | 44,260 | 37,200 | (7,060) | (16) |
| 101-42100-00323 | Radio Units | 37,000 | 31,753 | 19,095 | 37,000 | 38,000 | 1,000 | 3 |
| 101-42100-00331 | Mileage & Expense Account | 2,200 | 814 | 356 | 1,200 | 1,200 | 0 | 0 |
| 101-42100-00350 | Printing & Publishing | 2,000 | 276 | 0 | 1,500 | 1,500 | 0 | 0 |
| 101-42100-00404 | Repairs/Maint - Machin/Equip | 17,000 | 42,286 | 19,391 | 21,000 | 28,000 | 7,000 | 33 |
| 101-42100-00409 | Maint services & Improv | 700 | 1,254 | 0 | 700 | 0 | (700) | (100) |
| 101-42100-00433 | Dues, Licensing & Seminars | 5,500 | 8,574 | 7,346 | 14,480 | 15,000 | 520 | 4 |
| 101-42100-00434 | Training and schools | 18,000 | 27,424 | 13,137 | 25,000 | 33,000 | 8,000 | 32 |
| 101-42100-00499 | Miscellaneous | 2,500 | 1,388 | 212 | 2,500 | 2,500 | 0 | 0 |
| 101-42100-00540 | Equipment | 2,600 | 5,225 | 2,282 | 8,000 | 8,000 | 0 | 0 |
| Total Department Police: | | 2,588,102 | 2,577,937 | 1,494,455 | 2,947,907 | 3,525,610 | 577,703 | 19.60 |
| Crime Control and Investigate | | | | | | | | |
| 101-42120-00304 | Legal Fees | 42,000 | 47,540 | 23,494 | 43,000 | 45,150 | 2,150 | 5 |
| 101-42120-00308 | Prisoner Care | 5,000 | 8,777 | 2,328 | 5,750 | 5,500 | (250) | (4) |
| 101-42120-00309 | Contractual Services | 1,000 | 2,389 | 0 | 2,500 | 2,500 | 0 | 0 |
| Total Department Crime Control and Investigate: | | 48,000 | 58,706 | 25,822 | 51,250 | 53,150 | 1,900 | 3.71 |

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| Fire | | | | | | | | |
| 101-42200-00101 | Full-Time Employees Regular | 0 | 1,218 | 1,296 | 0 | 0 | 0 | 0 |
| 101-42200-00103 | Part-Time Employees | 96,900 | 89,381 | 54,293 | 112,869 | 124,835 | 11,966 | 11 |
| 101-42200-00122 | FICA | 7,413 | 6,931 | 4,253 | 8,634 | 9,550 | 916 | 11 |
| 101-42200-00130 | Employer Paid Ins | 876 | 977 | 532 | 768 | 880 | 112 | 15 |
| 101-42200-00200 | Office Supplies (GENERAL) | 200 | 92 | 10 | 200 | 200 | 0 | 0 |
| 101-42200-00210 | Operating Supplies (GENERAL) | 7,500 | 7,453 | 3,731 | 7,500 | 7,500 | 0 | 0 |
| 101-42200-00212 | Motor Fuels | 6,200 | 6,616 | 2,276 | 6,200 | 6,200 | 0 | 0 |
| 101-42200-00217 | Uniforms | 14,500 | 16,813 | 1,535 | 15,000 | 16,000 | 1,000 | 7 |
| 101-42200-00240 | Small Tools and Minor Equip | 9,000 | 9,599 | 3,528 | 9,500 | 9,500 | 0 | 0 |
| 101-42200-00241 | Safety equip/testings | 10,500 | 11,585 | 9,432 | 11,000 | 14,000 | 3,000 | 27 |
| 101-42200-00301 | Auditing and Acct g Services | 6,500 | 6,950 | 7,300 | 7,000 | 0 | (7,000) | (100) |
| 101-42200-00306 | Personnel Expense | 8,500 | 5,637 | 553 | 8,500 | 8,500 | 0 | 0 |
| 101-42200-00309 | Contractual Services | 0 | 0 | 0 | 5,000 | 5,000 | 0 | 0 |
| 101-42200-00323 | Radio Units | 27,000 | 32,704 | 14,205 | 27,000 | 27,000 | 0 | 0 |
| 101-42200-00331 | Mileage & Expense Account | 1,000 | 1,735 | 0 | 1,000 | 1,000 | 0 | 0 |
| 101-42200-00381 | Electric Utilities | 9,000 | 13,301 | 3,457 | 9,000 | 9,000 | 0 | 0 |
| 101-42200-00383 | Fuel, oil and natural gas | 15,000 | 9,554 | 4,032 | 15,000 | 15,000 | 0 | 0 |
| 101-42200-00404 | Repairs/Maint - Machin/Equip | 15,000 | 21,166 | 18,143 | 15,000 | 16,000 | 1,000 | 7 |
| 101-42200-00433 | Dues, Licensing & Seminars | 2,000 | 1,365 | 1,157 | 2,000 | 2,000 | 0 | 0 |
| 101-42200-00434 | Training and schools | 12,500 | 13,254 | 24,228 | 13,500 | 15,000 | 1,500 | 11 |
| 101-42200-00437 | Payments to Organizations | 47,000 | 47,000 | 0 | 48,500 | 48,500 | 0 | 0 |
| 101-42200-00438 | Payment to Fire Relief 2% Aid | 80,000 | 95,562 | 0 | 85,000 | 100,000 | 15,000 | 18 |
| 101-42200-00499 | Miscellaneous | 3,000 | 2,404 | 1,808 | 3,000 | 3,000 | 0 | 0 |
| Total Department Fire: | | 379,589 | 401,297 | 155,769 | 411,171 | 438,665 | 27,494 | 6.69 |
| Building Inspection | | | | | | | | |
| 101-42400-00101 | Full-Time Employees Regular | 133,238 | 132,264 | 76,256 | 141,950 | 147,700 | 5,750 | 4 |
| 101-42400-00103 | Part-Time Employees | 17,916 | 10,339 | 3,921 | 17,160 | 22,900 | 5,740 | 33 |
| 101-42400-00121 | PERA | 11,337 | 10,359 | 5,990 | 11,933 | 12,800 | 867 | 7 |
| 101-42400-00122 | FICA | 11,564 | 10,674 | 5,961 | 12,172 | 13,050 | 878 | 7 |
| 101-42400-00130 | Employer Paid Ins | 26,320 | 26,674 | 16,253 | 34,061 | 29,600 | (4,461) | (13) |
| 101-42400-00200 | Office Supplies (GENERAL) | 700 | 685 | 521 | 800 | 840 | 40 | 5 |
| 101-42400-00212 | Motor Fuels | 500 | 405 | 195 | 500 | 525 | 25 | 5 |
| 101-42400-00309 | Contractual Services | 25,000 | 20,710 | 12,968 | 28,000 | 29,400 | 1,400 | 5 |
| 101-42400-00331 | Mileage & Expense Account | 500 | 43 | 43 | 500 | 500 | 0 | 0 |
| 101-42400-00404 | Repairs/Maint - Machin/Equip | 1,000 | 0 | 100 | 1,000 | 1,000 | 0 | 0 |
| 101-42400-00433 | Dues, Licensing & Seminars | 9,000 | 8,528 | 6,011 | 9,700 | 10,185 | 485 | 5 |
| 101-42400-00499 | Miscellaneous | 2,000 | 1,846 | 0 | 2,000 | 2,000 | 0 | 0 |
| Total Department Building Inspection: | | 239,075 | 222,527 | 128,219 | 259,776 | 270,500 | 10,724 | 4.13 |
| Emergency Management | | | | | | | | |
| 101-42500-00409 | Maint services & Improv | 1,500 | 1,316 | 600 | 1,500 | 1,600 | 100 | 7 |
| 101-42500-00433 | Dues, Licensing & Seminars | 2,500 | 375 | 4,800 | 3,000 | 8,000 | 5,000 | 167 |
| 101-42500-00499 | Miscellaneous | 500 | 94 | 0 | 500 | 500 | 0 | 0 |
| Total Department Emergency Management: | | 4,500 | 1,785 | 5,400 | 5,000 | 10,100 | 5,100 | 102.00 |

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| Streets | | | | | | | | |
| 101-43100-00101 | Full-Time Employees Regular | 371,896 | 356,647 | 211,187 | 384,217 | 398,400 | 14,183 | 4 |
| 101-43100-00102 | Overtime | 23,000 | 6,020 | 4,572 | 23,000 | 17,000 | (6,000) | (26) |
| 101-43100-00103 | Part-Time Employees | 6,600 | 4,298 | 2,288 | 7,990 | 8,220 | 230 | 3 |
| 101-43100-00121 | PERA | 29,618 | 27,065 | 16,145 | 31,073 | 31,100 | 27 | 0 |
| 101-43100-00122 | FICA | 30,714 | 23,561 | 14,006 | 31,694 | 32,400 | 706 | 2 |
| 101-43100-00130 | Employer Paid Ins | 90,313 | 86,189 | 54,565 | 91,920 | 100,800 | 8,880 | 10 |
| 101-43100-00200 | Office Supplies (GENERAL) | 700 | 241 | 213 | 700 | 700 | 0 | 0 |
| 101-43100-00210 | Operating Supplies (GENERAL) | 5,200 | 3,580 | 2,753 | 5,200 | 5,200 | 0 | 0 |
| 101-43100-00212 | Motor Fuels | 18,000 | 17,665 | 5,022 | 19,000 | 19,000 | 0 | 0 |
| 101-43100-00216 | Chemicals and Chem Products | 12,000 | 21,806 | 0 | 12,000 | 22,000 | 10,000 | 83 |
| 101-43100-00217 | Uniforms | 2,000 | 1,317 | 1,498 | 2,000 | 2,000 | 0 | 0 |
| 101-43100-00220 | Repair/Maint Supply (GENERAL) | 22,000 | 35,876 | 5,377 | 30,000 | 30,000 | 0 | 0 |
| 101-43100-00226 | Sign Repair Materials | 15,000 | 15,089 | 9,921 | 15,000 | 21,000 | 6,000 | 40 |
| 101-43100-00229 | Dirt, Sand and gravel | 10,000 | 8,101 | 276 | 10,000 | 10,000 | 0 | 0 |
| 101-43100-00240 | Small Tools and Minor Equip | 2,500 | 2,577 | 2,782 | 2,500 | 3,000 | 500 | 20 |
| 101-43100-00241 | Safety equip/testings | 2,000 | 1,475 | 1,120 | 2,000 | 2,000 | 0 | 0 |
| 101-43100-00306 | Personnel Expense | 0 | 0 | 334 | 660 | 660 | 0 | 0 |
| 101-43100-00323 | Radio Units | 4,000 | 3,890 | 1,985 | 4,200 | 4,400 | 200 | 5 |
| 101-43100-00331 | Mileage & Expense Account | 1,200 | 46 | 0 | 2,200 | 2,200 | 0 | 0 |
| 101-43100-00404 | Repairs/Maint - Machin/Equip | 7,500 | 7,243 | 1,808 | 8,500 | 8,500 | 0 | 0 |
| 101-43100-00409 | Maint services & Improv | 10,000 | 17,218 | 10,806 | 12,000 | 12,000 | 0 | 0 |
| 101-43100-00415 | Other Equipment Rentals | 8,000 | 15,959 | 3,485 | 8,000 | 8,000 | 0 | 0 |
| 101-43100-00433 | Dues, Licensing & Seminars | 2,500 | 1,809 | 1,383 | 3,100 | 3,100 | 0 | 0 |
| 101-43100-00499 | Miscellaneous | 0 | 11 | 479 | 500 | 500 | 0 | 0 |
| Total Department Streets: | | 674,741 | 657,683 | 352,005 | 707,454 | 742,180 | 34,726 | 4.91 |
| Health Inspections | | | | | | | | |
| 101-43200-00309 | Contractual Services | 41,000 | 34,375 | 21,675 | 41,000 | 0 | (41,000) | (100) |
| Total Department Health Inspections: | | 41,000 | 34,375 | 21,675 | 41,000 | 0 | (41,000) | (100.00) |
| Engineering | | | | | | | | |
| 101-43300-00101 | Full-Time Employees Regular | 164,816 | 111,296 | 62,140 | 173,745 | 178,400 | 4,655 | 3 |
| 101-43300-00121 | PERA | 11,912 | 8,217 | 4,624 | 12,963 | 13,325 | 362 | 3 |
| 101-43300-00122 | FICA | 12,609 | 8,187 | 4,626 | 13,223 | 13,600 | 377 | 3 |
| 101-43300-00130 | Employer Paid Ins | 20,386 | 15,044 | 9,278 | 32,627 | 35,100 | 2,473 | 8 |
| 101-43300-00210 | Operating Supplies (GENERAL) | 600 | 174 | 82 | 600 | 400 | (200) | (33) |
| 101-43300-00212 | Motor Fuels | 400 | 544 | 188 | 400 | 400 | 0 | 0 |
| 101-43300-00331 | Mileage & Expense Account | 1,100 | 613 | 109 | 1,200 | 1,200 | 0 | 0 |
| 101-43300-00404 | Repairs/Maint - Machin/Equip | 500 | 625 | 64 | 500 | 500 | 0 | 0 |
| 101-43300-00433 | Dues, Licensing & Seminars | 5,000 | 5,747 | 3,840 | 5,500 | 6,000 | 500 | 9 |
| 101-43300-00499 | Miscellaneous | 500 | 499 | 721 | 600 | 600 | 0 | 0 |
| Total Department Engineering: | | 217,823 | 150,946 | 85,672 | 241,358 | 249,525 | 8,167 | 3.38 |

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| Parks | | | | | | | | |
| 101-45200-00101 | Full-Time Employees Regular | 455,371 | 456,317 | 260,431 | 525,147 | 551,025 | 25,878 | 5 |
| 101-45200-00102 | Overtime | 25,000 | 15,930 | 6,998 | 26,500 | 26,500 | 0 | 0 |
| 101-45200-00103 | Part-Time Employees | 50,000 | 33,130 | 24,329 | 51,290 | 49,500 | (1,790) | (3) |
| 101-45200-00121 | PERA | 36,028 | 35,028 | 20,015 | 45,153 | 47,000 | 1,847 | 4 |
| 101-45200-00122 | FICA | 40,574 | 36,279 | 21,042 | 46,056 | 48,000 | 1,944 | 4 |
| 101-45200-00130 | Employer Paid Ins | 105,950 | 102,313 | 64,809 | 125,388 | 130,500 | 5,112 | 4 |
| 101-45200-00200 | Office Supplies (GENERAL) | 600 | 375 | 363 | 600 | 600 | 0 | 0 |
| 101-45200-00210 | Operating Supplies (GENERAL) | 8,000 | 8,166 | 8,350 | 10,000 | 12,000 | 2,000 | 20 |
| 101-45200-00212 | Motor Fuels | 16,000 | 13,525 | 5,650 | 16,000 | 16,000 | 0 | 0 |
| 101-45200-00216 | Chemicals and Chem Products | 4,000 | 792 | 3,487 | 4,000 | 6,000 | 2,000 | 50 |
| 101-45200-00217 | Uniforms | 3,000 | 2,548 | 3,129 | 3,375 | 3,500 | 125 | 4 |
| 101-45200-00221 | Equipment Parts | 800 | 665 | 255 | 800 | 800 | 0 | 0 |
| 101-45200-00222 | Repair & Maint - Equip | 8,100 | 15,660 | 8,497 | 15,000 | 15,000 | 0 | 0 |
| 101-45200-00226 | Sign Repair Materials | 1,500 | 959 | 534 | 1,500 | 1,500 | 0 | 0 |
| 101-45200-00227 | Plantings | 12,000 | 13,849 | 15,680 | 15,000 | 20,000 | 5,000 | 33 |
| 101-45200-00229 | Dirt, Sand and gravel | 5,000 | 2,128 | 4,899 | 5,000 | 10,000 | 5,000 | 100 |
| 101-45200-00240 | Small Tools and Minor Equip | 6,000 | 5,115 | 2,645 | 6,000 | 6,000 | 0 | 0 |
| 101-45200-00241 | Safety equip/testings | 2,300 | 1,486 | 1,780 | 2,300 | 2,300 | 0 | 0 |
| 101-45200-00306 | Personnel Expense | 0 | 0 | 803 | 1,200 | 1,200 | 0 | 0 |
| 101-45200-00309 | Contractual Services | 15,500 | 17,292 | 9,106 | 20,000 | 26,500 | 6,500 | 33 |
| 101-45200-00312 | Rec Program Fee/Sr. Serv | 43,000 | 11,905 | 0 | 43,000 | 40,000 | (3,000) | (7) |
| 101-45200-00316 | Weed Control | 8,500 | 7,071 | 4,462 | 10,000 | 11,000 | 1,000 | 10 |
| 101-45200-00323 | Radio Units | 3,900 | 3,672 | 1,874 | 4,000 | 4,100 | 100 | 3 |
| 101-45200-00331 | Mileage & Expense Account | 1,400 | 831 | 243 | 1,650 | 1,650 | 0 | 0 |
| 101-45200-00350 | Printing & Publishing | 500 | 0 | 66 | 500 | 500 | 0 | 0 |
| 101-45200-00404 | Repairs/Maint - Machin/Equip | 6,000 | 2,375 | 721 | 6,000 | 6,000 | 0 | 0 |
| 101-45200-00409 | Maint services & Improv | 6,500 | 2,349 | 10,740 | 6,500 | 6,500 | 0 | 0 |
| 101-45200-00415 | Other Equipment Rentals | 4,500 | 4,889 | 2,907 | 4,500 | 5,800 | 1,300 | 29 |
| 101-45200-00433 | Dues, Licensing & Seminars | 7,100 | 6,430 | 5,419 | 11,750 | 11,750 | 0 | 0 |
| 101-45200-00437 | Payments to Organizations | 30,921 | 30,921 | 23,191 | 54,921 | 54,921 | 0 | 0 |
| 101-45200-00499 | Miscellaneous | 1,000 | 268 | 891 | 11,000 | 10,000 | (1,000) | (9) |
| Total Department Parks: | | 909,044 | 832,268 | 513,316 | 1,074,130 | 1,126,146 | 52,016 | 4.84 |
| Boulevard Maint. And lighting | | | | | | | | |
| 101-45203-00220 | Repair/Maint Supply (GENERAL) | 31,500 | 28,227 | 5,059 | 31,500 | 31,500 | 0 | 0 |
| 101-45203-00381 | Electric Utilities | 80,000 | 75,546 | 28,584 | 80,000 | 80,000 | 0 | 0 |
| 101-45203-00406 | Street lights and Signal Main | 5,000 | 3,239 | 5,667 | 6,000 | 6,000 | 0 | 0 |
| Total Department Boulevard Maint. And lighting: | | 116,500 | 107,012 | 39,310 | 117,500 | 117,500 | 0 | 0.00 |
| Miscellaneous Allocations | | | | | | | | |
| 101-49200-00212 | Motor Fuels | 0 | 0 | 8,843 | 0 | 0 | 0 | 0 |
| 101-49200-00322 | Postage | 15,000 | 13,071 | 5,227 | 17,700 | 14,000 | (3,700) | (21) |
| 101-49200-00361 | General Liability Ins | 165,000 | 177,462 | 231,944 | 205,000 | 265,000 | 60,000 | 29 |
| 101-49200-00365 | Workers Comp Ins | 125,000 | 126,098 | 174,440 | 130,000 | 130,000 | 0 | 0 |
| 101-49200-00496 | CONTINGENCIES | 15,000 | 6,984 | 0 | 10,500 | 10,000 | (500) | (5) |
| 101-49200-00720 | Operating Transfers - Equip. | 414,576 | 414,576 | 0 | 233,650 | 160,000 | (73,650) | (32) |
| 101-49200-00723 | Operating Transfers - Parks | 0 | 0 | 416,193 | 0 | 0 | 0 | 0 |
| 101-49200-00728 | OPERATING TRANSFERS - GF OPER | 0 | 500,000 | 0 | 0 | 0 | 0 | 0 |
| 101-49200-00731 | OPERATING TRANSFERS - PUBLIC | 0 | 0 | 50,000 | 0 | 0 | 0 | 0 |
| Total Department Miscellaneous Allocations: | | 734,576 | 1,238,191 | 886,647 | 596,850 | 579,000 | (17,850) | (2.99) |

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| GENERAL FUND | | | | | | | | |
| Appropriations | | | | | | | | |
| Appropriations | | 7,858,517 | 8,096,197 | 4,810,706 | 8,566,275 | 9,247,211 | 680,936 | 7.95 |
| Fund 101 - GENERAL FUND: | | | | | | | | |
| TOTAL ESTIMATED REVENUES | | 7,858,517 | 8,140,603 | 4,692,226 | 8,566,275 | 9,247,211 | 680,936 | 7.95 |
| TOTAL APPROPRIATIONS | | 7,858,517 | 8,096,197 | 4,810,706 | 8,566,275 | 9,247,211 | 680,936 | 7.95 |
| NET OF REVENUES & APPROPRIATIONS: | | 0 | 44,406 | (118,480) | 0 | 0 | 0 | |

# Enterprise Funds

## 2025 Preliminary Budget

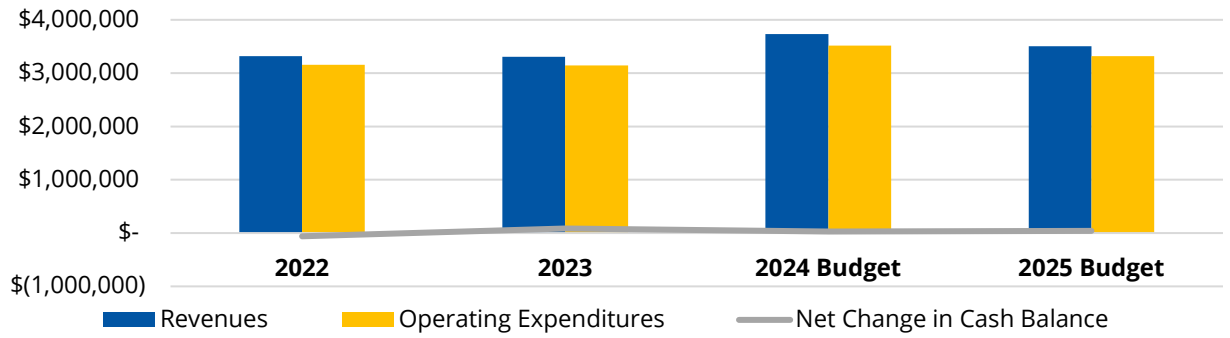
# Municipal Liquor Fund – Wine and Spirits Budget Summary

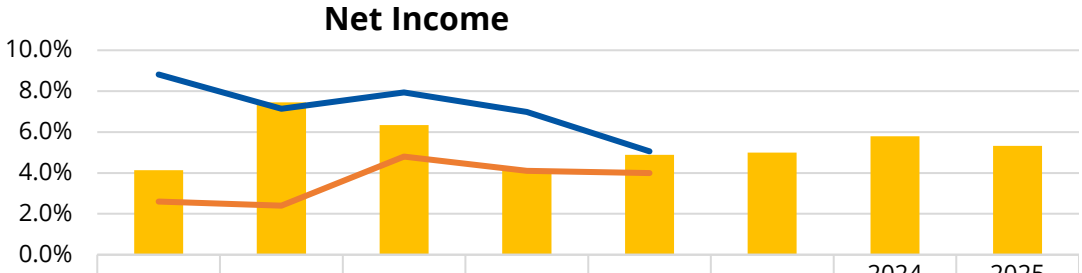
Year-to-date (YTD) revenue is trending 1% above 2023 actual but is trending behind the 2024 budget. However, due to significant improvements in gross profit over the last few years, net income is performing better than prior years. The 2025 budget achieves about a 1.6% increase in gross profit to 31% (above industry average of about 27% municipal liquor and 23% for liquor stores in US).

The 2025 budget reflects a 6% decrease in revenues compared to the 2024 budget to realign the budget to what is realistic. The 2024 budget set revenues at 6% above the 2023 budget, which far exceeds both industry expectations and actual performance. The May 2024 IBIS World industry report of Liquor Stores in the US projects that industry-wide, revenue is forecasted to only rise 2% over the next five years.

| | Actual | | | Budget | | |
|---|---|---|---|---|---|---|
| **Liquor - Wine and Spirits** | **2022** | **2023** | **YTD 7/31/2024** | **2024 Budget** | **2025 Budget** | **% Change** |
| Revenue | $3,319,794 | $3,308,096 | $1,839,429 | $3,731,000 | $3,506,000 | -6.03% |
| Cost of Goods Sold | $(2,422,630) | $(2,336,657) | $(1,284,725) | $(2,641,000) | $(2,424,700) | -8.19% |
| Operating Expenses | $(735,190) | $(945,989)* | $(455,773) | $(873,787) | $(894,521) | 2.37% |
| **Net Operating Change** | **$161,974** | **$25,450*** | **$98,931** | **$216,213** | **$186,779** | **-13.61%** |
| Capital Expenses | $54,891 | $4,586 | $18,551 | $104,850 | $60,500 | -42.30% |
| Profit Transfer to General Fund | $75,000 | $75,000 | $49,583 | $85,000 | $85,000 | 0.00% |
| Excess Reserve Transfers Out | $92,527 | | | | | |
| **Net Change in Cash Balance** | **$(60,444)** | **$(54,136)** | **$30,797** | **$26,363** | **$41,279** | **56.58%** |
| Cost of Goods Sold | 73% | 71% | 70% | 71% | 69% | -1.63% |
| Gross Profit | 27% | 29% | 30% | 29% | 31% | 1.63% |
| Operating Expenses | 22% | 29% | 25% | 23% | 26% | 2.09% |
| Net Income Before Transfers | 5% | 1% | 5% | 6% | 5% | -0.47% |

**The increase in operating expenses in 2023 reflects a $140,000 audit entry to record pension liabilities that should have been attributed nearly entirely to the Bar and Grill. Excluding this entry, Net Operating revenue would have been about $165,500 with net income reaching 5%.*






| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 Budget | 2025 Budget |
|---|---|---|---|---|---|---|---|---|
| Wayzata Wine and Spirits | 4.1% | 7.4% | 6.3% | 4.1% | 4.9% | 5.0% | 5.8% | 5.3% |
| Metro Municipal Liquor Avg | 8.8% | 7.1% | 7.9% | 7.0% | 5.1% | | | |
| IBIS World Report Avg | 2.6% | 2.4% | 4.8% | 4.1% | 4.0% | | | |

**Summary of Significant Changes ($5,000 or More)**

| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Interest | $9,000 | Based on current rates |
| Liquor, Wine, Beer, Misc. and THC sales | ($234,000) | Based on current sales |

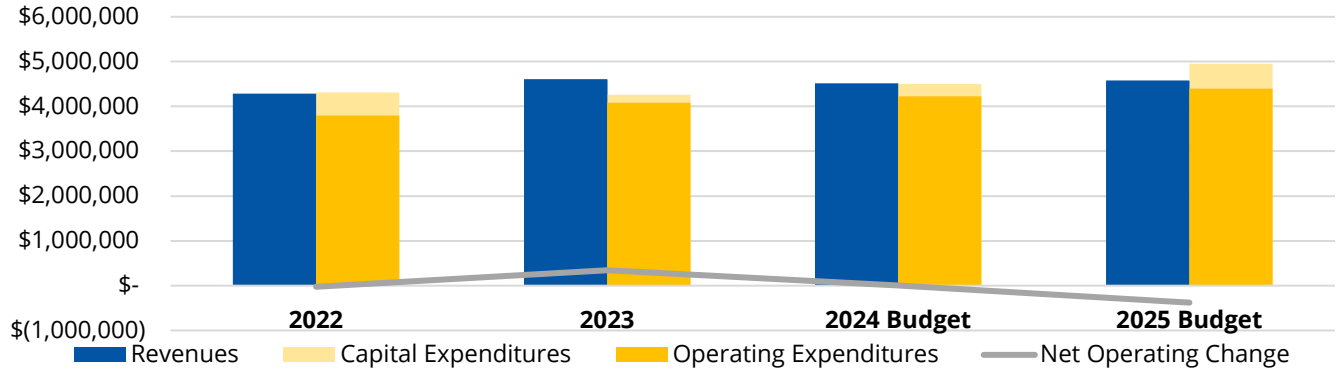
| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***Off-Sale*** | | |
| Full-Time Employees | $16,275 | 3% COLA & step increases |
| Allocated GF Wages | $7,665 | 3% COLA & step increases |
| Employer Paid Insurance | $5,267 | Based on contract rate increase |
| Costs of Goods Sold (Liquor, Wine, Beer, etc.) | ($214,000) | To match projected sales |
| Data Processing | $7,914 | NEW – split allocation of updated Loffler contract |
| Advertising | ($6,000) | Based on current trend |
| ***Capital*** | | |
| Buildings & Structures | ($76,150) | Per CIP |
| Furniture and Fixtures | $31,800 | Per CIP for POS Cabinet |

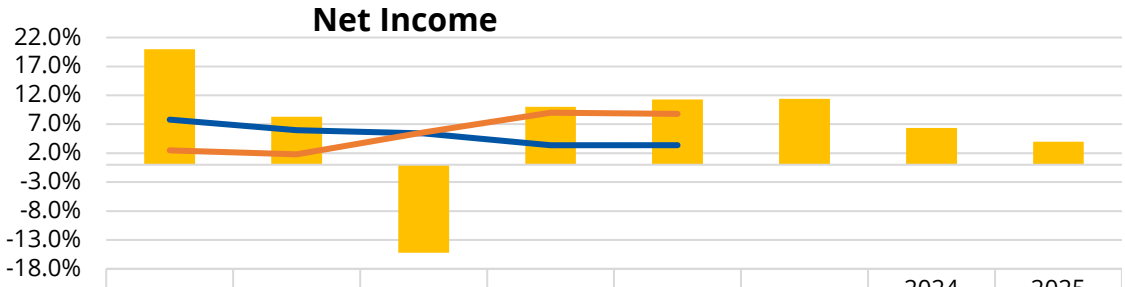
## Municipal Liquor Fund – Bar and Grill Budget Summary

2024 YTD revenue is trending about 1.2% below 2023 which is attributed to increased competition with Red Cow. The 2025 budget reflects a 1.49% increase in revenues to keep the budget in line with 2024 YTD performance and industry wide expectations. The May 2024 IBIS World industry report of single location restaurants in the US projects that industry-wide, revenue is forecasted to only rise 1.4% over the next five years. The preliminary budget does not yet include the potential closures due to the refresh project as the time of year and impact are not yet known. This will be incorporated into the final budget.

The 2025 budget maintains gross profit at 75% (industry standards are around 70%, on-sale Muni's trend much lower at about 40%). Due to increases in operating expenses and Costs of Goods Sold, net operating revenue is expected to decrease slightly. The negative net change in cash balance is due to about $425,000 in capital project with the largest expense being for the interior refresh.

| | Actual | | | Budget | | |
|---|---|---|---|---|---|---|
| **Liquor – Bar and Grill** | **2022** | **2023** | **YTD 7/31/2024** | **2024 Budget** | **2025 Budget** | **% Change** |
| Revenue | $4,282,534 | $4,606,028 | $2,686,956 | $4,509,113 | $4,576,112 | 1.49% |
| Cost of Goods Sold | $(1,081,178) | $(1,072,471) | $(650,558) | $(1,105,991) | $(1,139,141) | 3.00% |
| Operating Expenses | $(2,717,347) | $(3,009,452) | $(1,703,339) | $(3,115,846) | $(3,254,313) | 4.44% |
| **Net Operating Change** | **$484,009** | **$524,105** | **$333,059** | **$287,276** | **$182,658** | **-36.42%** |
| Capital Expenses | $76,020 | $59,946 | $57,175 | $160,650 | $426,600 | 165.55% |
| Profit Transfer to General Fund | $100,000 | $120,000 | $70,000 | $120,000 | $135,000 | 12.50% |
| Excess Reserve Transfers Out | $335,203 | | $340,608 | | | |
| **Net Change in Cash Balance** | **$(27,214)** | **$344,159** | **$(134,724)** | **$6,626** | **$(378,942)** | **-5819.02%** |
| Cost of Goods Sold | 25% | 23% | 24% | 25% | 25% | 0.37% |
| Gross Profit | 75% | 77% | 76% | 75% | 75% | -0.37% |
| Operating Expenses | 63% | 65% | 63% | 69% | 71% | 2.01% |
| Net Income Before Transfers | 11% | 11% | 12% | 6% | 4% | -2.38% |






| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 Budget | 2025 Budget |
|---|---|---|---|---|---|---|---|---|
| Wayzata Bar and Grill | 20.0% | 8.3% | -15.2% | 10.0% | 11.3% | 11.4% | 6.4% | 4.0% |
| Metro Municipal Liquor Avg | 7.8% | 6.0% | 5.4% | 3.4% | 3.4% | | | |
| IBIS World Report Avg | 2.5% | 1.8% | 5.6% | 9.0% | 8.8% | | | |

## Summary of Significant Changes ($5,000 or More)

*Items identified in the Strategic Plan are noted with the following graphic:*

| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Interest | $19,000 | Based on current rates |
| Liquor, Wine, Beer, Beverage, Food, and THC Sales | $148,006 | To match actual trends in 2024. Large increase in food sales. |
| Rent Income | $6,000 | To match updated Lion's pull-tab space lease |
| CC Tips | $145,881 | To actual |

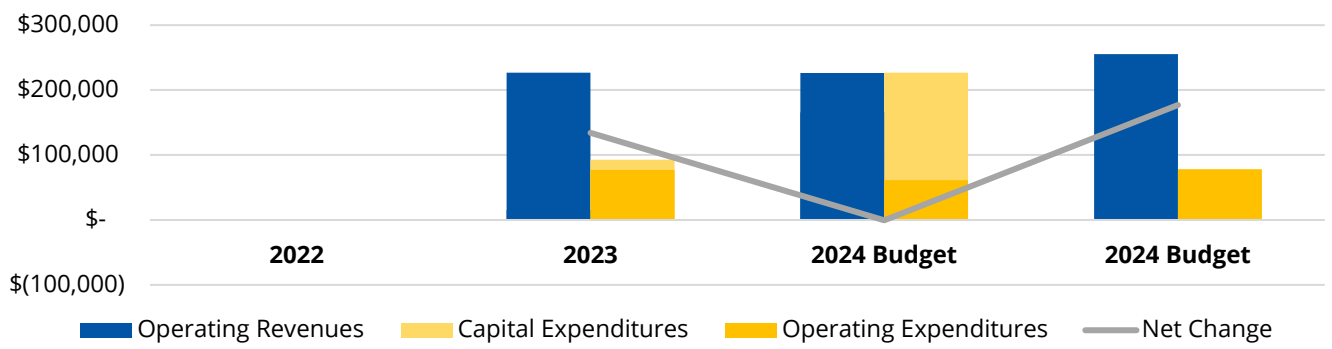
| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***On-Sale*** | | |
| Full-time Wages | $11,768 | 3% COLA & step increases |
| Part-time Wages | $151,489 | To actual with estimated minimum wage increase |
| Allocated GF Wages | $11,785 | 3% COLA & step increases |
| PERA | $13,275 | To actual with wage increases |
| FICA | $13,570 | To actual with wage increases |
| Employer Paid Insurance | $8,676 | Based on contract rate increase |
| Costs of Goods Sold (Liquor, Wine, Beer, etc.) | $12,018 | To match projected sales |
| Data Processing | $6,337 | NEW – split allocation of updated Loffler contract |
| Advertising | ($10,000) | To actual |
| Work Comp Insurance | $10,000 | To actual |
| Fuel, Oil & Natural Gas | ($6,000) | To actual |
| Maint. Services & Improvements | $5,000 | To actual |
| Operating Transfers to GF | $15,000 | Increased transfer to General Fund per Strategic Plan |

| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***Kitchen*** | | |
| Full-Time Wages | $5,895 | 3% COLA & step increases |
| Over-time Wages | ($10,000) | To actual |
| Part-time Wages | $84,714 | To actual with wage increases |
| PERA | $6,043 | To actual with wage increases |
| FICA | $6,165 | To actual with wage increases |
| Employer Paid Insurance | $7,264 | Based on contract rate increase |
| Costs of Goods Sold (Food) | $47,141 | To match projected sales |
| ***Capital*** | | |
| Repairs/Maint.- Buildings | $33,800 | Per CIP - Water heater, water softener, and HVAC |
| Repairs/Maint -Equipment | $12,000 | Contingency for unplanned capital expenses |
| Miscellaneous | ($30,750) | Per CIP |
| Buildings & Structures | $282,800 | Per CIP – Interior refresh and signage |
| Equipment | ($31,900) | Per CIP |

# Marina Fund Summary

The 2025 budget will be the third budget for the Marina Fund. Revenues reflect an 8% fee increase for boat slips to align with the preliminary levy, get closer to market for other municipal marina fees around the lake, and to support the Strategic Plan Priority to Diversify Revenue and maximize enterprises.

| | Actual | | | Budget | | |
|---|---|---|---|---|---|---|
| **Marina Fund** | **2022** | **2023** | **YTD 7/31/2024** | **2024** | **2025** | **% Change** |
| Total Revenues | | $226,992 | $236,013 | $226,500 | $255,280 | 12.71% |
| Total Expenditures | | $77,174 | $36,339 | $61,497 | $78,215 | 27.19% |
| **Net Change** | | **$149,818** | **$199,674** | **$165,003** | **$177,065** | **7.31%** |
| | | | | | | |
| **Capital Expenses** | | $15,681 | $169,396 | $165,500 | $- | -100.00% |
| **Net Change in Cash Balance** | | **$134,137** | **$30,278** | **$(497)** | **$177,065** | **-35727%** |




**Summary of Significant Changes ($5,000 or More)**

*Items identified in the Strategic Plan are noted with the following graphic:*

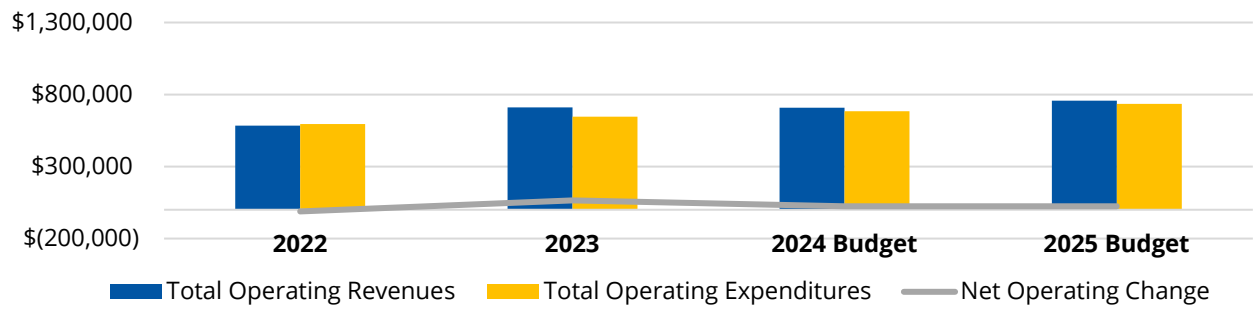
| Revenue Line Item | Increase (Decrease) | Description/Notes |
|---|---|---|
| Boat Slip Rentals | $23,780 | 8% fee increase (still about 8-10% below Excelsior)<br>Item / 2024 / 2025 proposed / $ increase<br>Outer lagoon / $2,390 / $2,580 / $190<br>Inner lagoon / $2,085 / $2,250 / $165 |
| Interest Earnings | $10,000 | Based on current rates |

| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***Capital*** | | |
| Contractual Services | ($165,500) | Per CIP |

## Motor Vehicle Fund Summary

The 2025 budget reflects a 6.77% increase in revenues due to the impact of a State Legislature approval of filing fee increases in 2024. A 7.17% increase in expenditures is proposed to reflect increased personnel costs, increased IT costs, replacement of chairs, and inflationary increases to operations. YTD revenues from kiosks in other cities have generated about $3,200 for Wayzata. For no extra effort and competition, the DMV expects to get about $6,400 per year in this new revenue source.

| | Actual | | YTD | Budget | | % |
|---|---|---|---|---|---|---|
| **Motor Vehicle Fund** | **2022** | **2023** | **7/31/2024** | **2024** | **2025** | **Change** |
| Total Revenues | $583,092 | $711,085 | $439,825 | $709,500 | $757,500 | 6.77% |
| Total Expenditures | $594,761 | $646,175 | $398,312 | $684,891 | $734,014 | 7.17% |
| **Net Change** | **$(11,669)** | **$64,910** | **$41,513** | **$24,609** | **$23,486** | **-4.56%** |




**Summary of Significant Changes ($5,000 or More)**

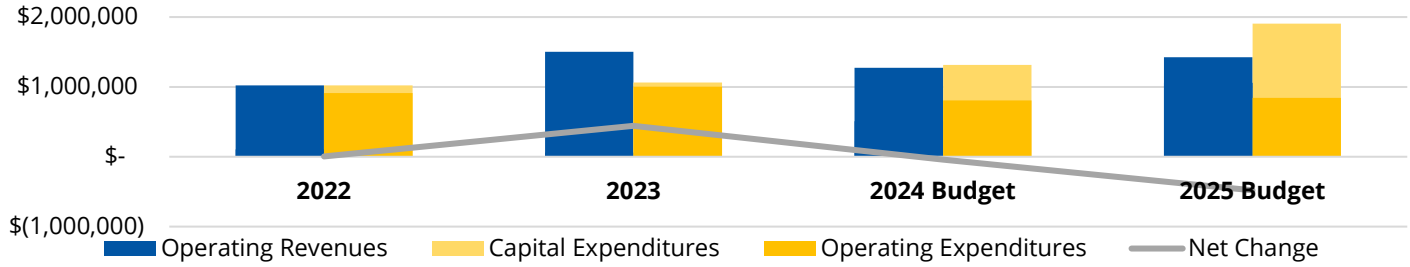
| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Motor Vehicle Commissions | $48,000 | To actual with prior year's filing fee increases |

| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Full-Time Wages | $12,118 | 3% COLA & step increases |
| Part-Time Wages | $5,630 | 3% COLA & step increases |
| Employer Paid Insurance | $6,855 | Based on contract rate increase |
| Office Supplies | $5,250 | To actual |
| Data Processing | $7,914 | NEW – split allocation of updated Loffler contract |
| Equipment | $5,400 | NEW – replacement of all chairs |

# Water Fund Budget Summary

The 2025 budget reflects a 3% rate increase as recommended in the 2022 Utility Rate Study. The overall budget shows a modest increase mostly related to increased personnel costs and keeping up with inflation. The projected negative net change is due to almost $1 million in capital projects planned for 2025. Projected cash balance in the fund is still in line with the utility rate study and above the target.

| | Actual | | YTD | Budget | | |
|---|---|---|---|---|---|---|
| **Water Fund** | **2022** | **2023** | **7/31/2024** | **2024** | **2025** | **% Change** |
| Total Operating Revenues | $1,023,870 | $1,504,254 | $610,062 | $1,274,240 | $1,423,800 | 11.74% |
| Total Operating Expenditures | $913,859 | $1,002,919 | $355,007 | $807,542 | $844,110 | 4.53% |
| **Net Operating Change** | **$110,011** | **$501,335** | **$255,055** | **$466,698** | **$579,690** | **24.21%** |
| Capital Expenses | $106,500 | $58,745 | $80,319 | $508,738 | $1,060,240 | 108.41% |
| **Net Change to Fund Balance** | **$3,511** | **$442,590** | **$174,736** | **$(42,040)** | **$(480,550)** | **1043.08%** |




**Summary of Significant Changes ($5,000 or More)**

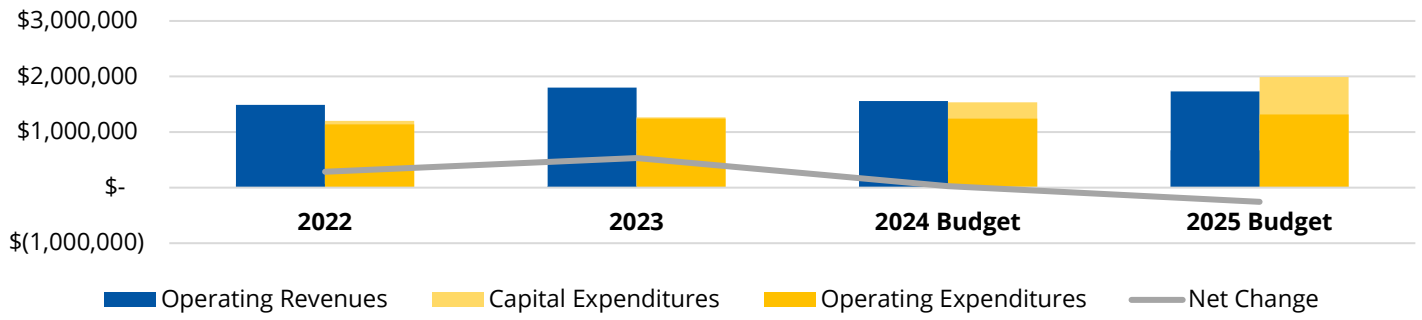
| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Interest Earnings | $20,160 | Based on current rates |
| Water sales | $64,600 | To actual and fee schedule increase |
| Sprinkling | $42,700 | To actual and fee schedule increase |
| Service to Other Cities | $16,100 | To actual and fee schedule increase |
| Meter Sales | $5,000 | To actual |

| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***General Department*** | | |
| Full-Time Wages | $11,726 | 3% COLA and step increases per union contract |
| Employer Paid Insurance | $6,333 | Based on contract rate increase |
| Plan Review | $9,000 | To actual |
| ***Capital*** | | |
| Consultants | ($32,500) | Per CIP |
| Project Coordinator | $20,000 | To actual based on CIP projects |
| Contractual Services | $485,700 | Per CIP - Watermain Central to Hampton, Well #3 pump replacement, renovate WP#3 High Service Pump |
| Equipment | $75,000 | Per CIP – WTP3 PLC Equipment |

## Sewer Fund Summary

The 2025 budget reflects a 3% rate increase as recommended in the 2022 Utility Rate Study. The overall budget shows a modest increase, mostly related to increased personnel costs and keeping up with inflation. The projected negative net change is due to almost $670,000 in capital projects planned for 2025. Projected cash balance in the fund is still in line with the utility rate study and above the target.

| | Actual | | YTD | Budget | | |
|---|---|---|---|---|---|---|
| **Sewer Fund** | **2022** | **2023** | **7/31/2024** | **2024** | **2025** | **% Change** |
| Total Operating Revenues | $1,490,818 | $1,798,444 | $865,954 | $1,557,890 | $1,733,000 | 11.24% |
| Total Operating Expenditures | $1,135,982 | $1,239,748 | $618,560 | $1,244,293 | $1,314,795 | 5.67% |
| **Net Operating Change** | **$354,836** | **$558,696** | **$247,394** | **$313,597** | **$418,205** | **33.36%** |
| Capital Expenses | $66,436 | $26,144 | $14,106 | $289,200 | $673,700 | 132.95% |
| **Net Change to Fund Balance** | **$288,400** | **$532,552** | **$233,288** | **$24,397** | **$(255,495)** | **-1147.24%** |




### Summary of Significant Changes ($5,000 or More)

| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Special Assessments | $7,700 | To actual |
| Interest Earnings | $15,160 | Based on current interest rates |
| W/S/Storm Sales | $128,000 | To actual with fee schedule increase |
| Service to Other Cities | $18,000 | To actual with fee schedule increase |
| City Sewer Access Charge | $5,000 | To actual |

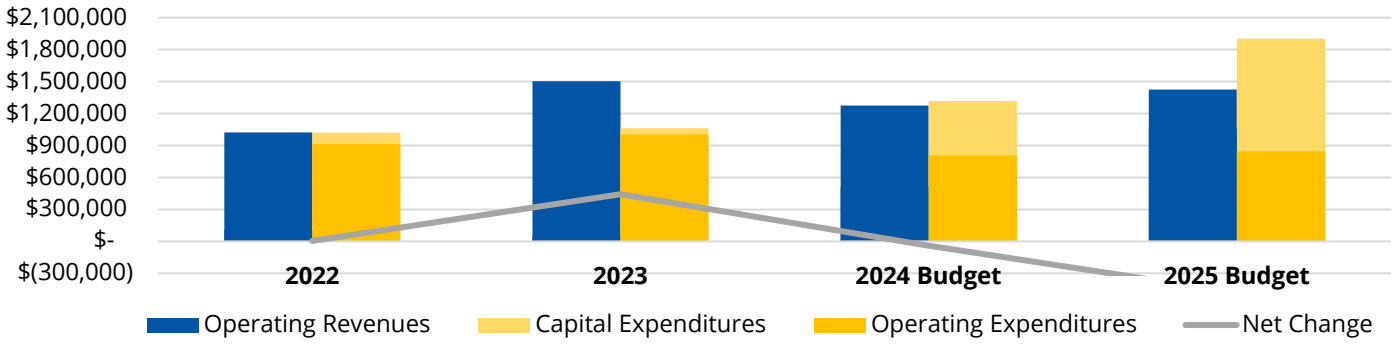
| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***General Department*** | | |
| Full-Time Wages | $11,586 | 3% COLA and step increases per union contract |
| Employer Paid Insurance | $6,581 | Based on contract rate increase |
| Other Utilities | $29,325 | Increase in Met Council fees |
| Maint Services & Improvements | $13,000 | To actual |

| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***Capital*** | | |
| Project Coordinator | $20,000 | To actual |
| Contractual Services | $485,900 | Per CIP - sewer lining & water meter replacement project |
| Maint/Replac – System | ($191,400) | Per CIP |
| Equipment | $75,000 | Per CIP – replacement radios for all lift stations |
| Debt Service Principal | ($5,000) | Per debt payment schedule |

# Stormwater Fund Summary

The 2025 budget reflects a 10% rate increase as recommended in the 2022 Utility Rate Study. To align with actual and account for the fee increase, revenues are projected to increase 30% while minor reductions in the expenditures result in a net operating increase of about 49%. There are about $150,000 in capital projects planned for 2025.

| | Actual | | YTD | Budget | | |
|---|---|---|---|---|---|---|
| **Stormwater Fund** | **2022** | **2023** | **7/31/2024** | **2024** | **2025** | **% Change** |
| Total Operating Revenues | $323,472 | $446,350 | $277,234 | $403,500 | $525,000 | 30.11% |
| Total Operating Expenditures | $321,216 | $268,164 | $40,314 | $147,829 | $144,100 | -2.52% |
| **Net Operating Change** | **$2,256** | **$178,186** | **$236,920** | **$255,671** | **$380,900** | **48.98%** |
| Capital Expenses | $221,746 | $37,001 | $4,940 | $103,200 | $151,500 | 46.80% |
| **Net Change to Fund Balance** | **$(219,490)** | **$141,185** | **$231,980** | **$152,471** | **$229,400** | **50.45%** |




**Summary of Significant Changes ($5,000 or More)**

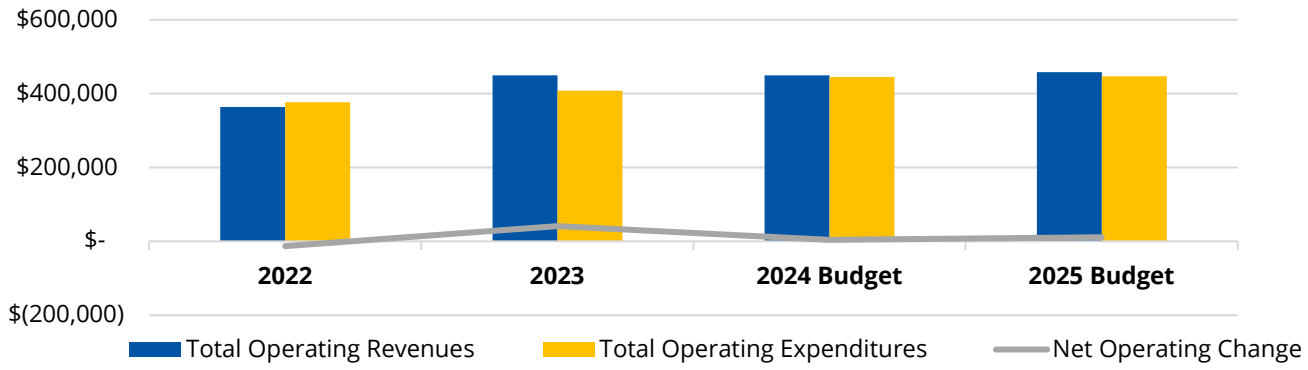
| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Interest Earnings | $21,500 | Based on current rates |
| W/S/Storm Sales | $100,000 | To actual and fee schedule increase |

| Expense Line Item | Increase (Decrease) | Reason |
|---|---|---|
| ***Capital*** | | |
| Capital – Contractual Services | $48,000 | Per CIP – Klapprich Park storm sewer replacement and Wetland Bank Site Phase 2 |

## Solid Waste Fund Summary

The 2025 budget reflects a 0% fee increase but an overall revenue increase to reflect actual revenues received YTD in 2024. Expenditures reflect a 4% increase in costs per the Solid Waste contract.

| | Actual | | YTD | Budget | | |
|---|---|---|---|---|---|---|
| **Solid Waste Fund** | **2022** | **2023** | **7/31/2024** | **2024** | **2025** | **% Change** |
| Total Revenues | $363,577 | $449,161 | $261,079 | $449,025 | $458,025 | 2.00% |
| Total Expenditures | $376,562 | $407,890 | $206,799 | $445,318 | $446,680 | 0.31% |
| **Net Change** | **$(12,985)** | **$41,271** | **$54,280** | **$3,707** | **$11,345** | **206.04%** |




**Summary of Significant Changes ($5,000 or More)**

| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Interest Earnings | $8,000 | Based on current rates |

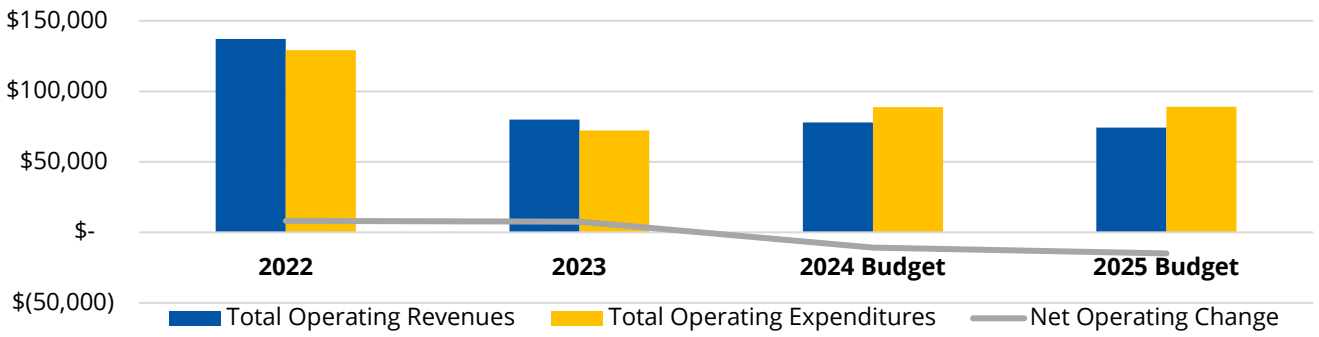
# Special Revenue Funds

## 2025 Preliminary Budget

## Cable TV Fund Summary

The 2025 budget reflects a decrease in revenues of about 5% based on current trends. The projected budget deficit can be absorbed with the available fund balance which was $50,927 on December 31, 2023. Additional reallocation of the Communications Coordinator's salary back to the General Fund and/or increases to franchise fees will need to be considered in future budgets.

| | Actual | | YTD | Budget | | |
|---|---|---|---|---|---|---|
| **Cable TV Fund** | **2022** | **2023** | **7/31/2024** | **2024** | **2025** | **% Change** |
| Total Revenues | $137,220 | $79,891 | $34,544 | $78,000 | $74,200 | -4.87% |
| Total Expenditures | $129,082 | $72,265 | $42,171 | $88,691 | $89,135 | 0.50% |
| **Net Change** | **$8,138** | **$7,626** | **$(7,627)** | **$(10,691)** | **$(14,935)** | **39.70%** |



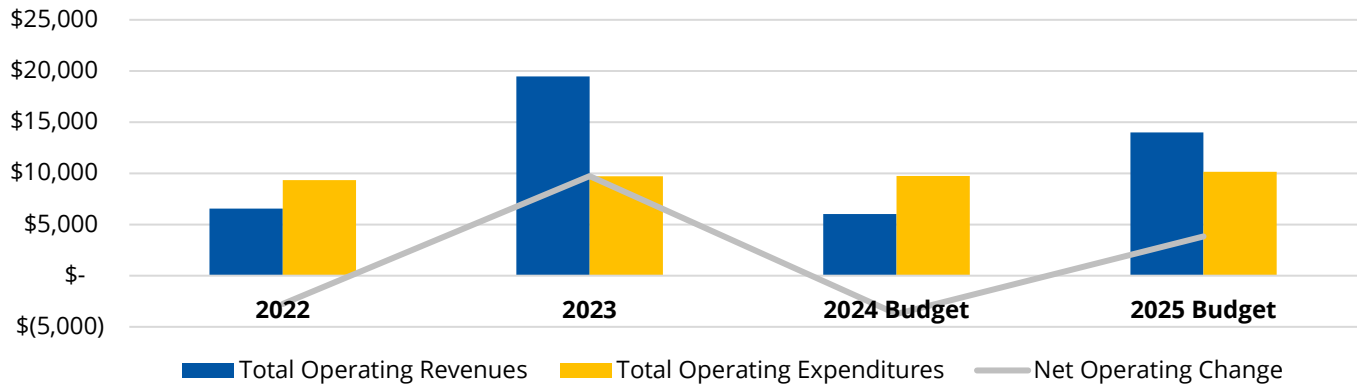

**Summary of Significant Changes ($5,000 or More)**

| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Franchise Fees | ($5,000) | To actual |

# Cemetery Fund Summary

The 2025 budget reflects about an $8,000 increase in revenues to reflect actual revenues and a 10% fee increase to ensure the fund balance remains positive. A modest increase in expenditures reflects increased personnel costs.

| | Actual | | YTD | Budget | | |
|---|---|---|---|---|---|---|
| **Cemetery Fund** | **2022** | **2023** | **7/31/2024** | **2024** | **2025** | **% Change** |
| Total Revenues | $6,561 | $19,455 | $8,381 | $6,019 | $14,000 | 132.60% |
| Total Expenditures | $9,323 | $9,724 | $5,296 | $9,757 | $10,155 | 4.08% |
| **Net Change** | **$(2,762)** | **$9,731** | **$3,085** | **$(3,738)** | **$3,845** | **-202.86%** |




**Summary of Significant Changes ($5,000 or More)**

| Revenue Line Item | Increase (Decrease) | Reason |
|---|---|---|
| Cemetery Lot Sales | $6,981 | To actual and fee increase |

# Line-Item Budgets by Fund

## 2025 Preliminary Budget

# Liquor Store Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **LIQUOR** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **Off-Sale** | | | | | | | | |
| 640-47000-36210 | Interest Earnings | 0 | 22,830 | 9,431 | 6,000 | 15,000 | 9,000 | 150 |
| 640-47000-37301 | Store Liquor Sales | 905,000 | 891,414 | 464,064 | 950,000 | 846,000 | (104,000) | (11) |
| 640-47000-37302 | Store Wine Sales | 1,716,000 | 1,554,154 | 833,278 | 1,795,000 | 1,667,000 | (128,000) | (7) |
| 640-47000-37303 | Store Beer Sales | 765,000 | 671,231 | 354,370 | 760,000 | 669,000 | (91,000) | (12) |
| 640-47000-37304 | Store Misc. Sales | 134,000 | 150,492 | 79,738 | 140,000 | 129,000 | (11,000) | (8) |
| 640-47000-37306 | THC PRODUCTS | 0 | 17,975 | 94,729 | 80,000 | 180,000 | 100,000 | 125 |
| 640-47000-37399 | Store Misc. Revenues | 0 | 0 | 3,819 | 0 | 0 | 0 | 0 |
| **Total Department Off-Sale:** | | **3,520,000** | **3,308,096** | **1,839,429** | **3,731,000** | **3,506,000** | **(225,000)** | **(6.03)** |
| **Estimated Revenues** | | **3,520,000** | **3,308,096** | **1,839,429** | **3,731,000** | **3,506,000** | **(225,000)** | **(6.03)** |

**Appropriations**

# Liquor Store Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **LIQUOR** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **Off-Sale** | | | | | | | | |
| 640-47000-00101 | Full-Time Employees Regular | 206,156 | 235,702 | 124,896 | 235,445 | 251,720 | 16,275 | 7 |
| 640-47000-00102 | Overtime | 1,000 | 2,610 | 596 | 1,500 | 1,000 | (500) | (33) |
| 640-47000-00103 | Part-Time Employees | 95,000 | 86,317 | 51,522 | 102,000 | 98,720 | (3,280) | (3) |
| 640-47000-00108 | Allocated GF Wages | 83,881 | 60,429 | 37,581 | 72,235 | 79,900 | 7,665 | 11 |
| 640-47000-00121 | PERA | 28,953 | 28,351 | 15,988 | 30,805 | 32,320 | 1,515 | 5 |
| 640-47000-00122 | FICA | 29,532 | 28,176 | 15,996 | 31,421 | 32,975 | 1,554 | 5 |
| 640-47000-00129 | Pension Expense | 0 | 140,107 | 0 | 0 | 0 | 0 | 0 |
| 640-47000-00130 | Employer Paid Ins | 66,654 | 60,662 | 35,902 | 63,763 | 69,030 | 5,267 | 8 |
| 640-47000-00139 | OPEB | 0 | 4,381 | 0 | 0 | 0 | 0 | 0 |
| 640-47000-00140 | Unemployment Comp (GENERAL) | 0 | 0 | 247 | 0 | 0 | 0 | 0 |
| 640-47000-00200 | Office Supplies (GENERAL) | 1,000 | 1,203 | 550 | 1,500 | 1,500 | 0 | 0 |
| 640-47000-00210 | Operating Supplies (GENERAL) | 5,000 | 5,344 | 2,784 | 6,000 | 5,000 | (1,000) | (17) |
| 640-47000-00212 | Motor Fuels | 200 | 40 | 0 | 200 | 0 | (200) | (100) |
| 640-47000-00251 | Liquor For Resale | 690,000 | 654,856 | 335,364 | 710,000 | 636,000 | (74,000) | (10) |
| 640-47000-00252 | Wine For Resale | 1,100,000 | 1,042,679 | 556,772 | 1,175,000 | 1,085,200 | (89,800) | (8) |
| 640-47000-00253 | Beer For Resale | 540,000 | 506,412 | 288,846 | 590,000 | 519,000 | (71,000) | (12) |
| 640-47000-00254 | Soft Drinks/Mix For Resale | 50,000 | 67,350 | 34,711 | 50,000 | 41,000 | (9,000) | (18) |
| 640-47000-00256 | MISC.MDSE.RESALE | 45,000 | 42,180 | 21,099 | 45,000 | 34,000 | (11,000) | (24) |
| 640-47000-00257 | THC PRODUCTS | 0 | (3,555) | 37,221 | 50,000 | 90,000 | 40,000 | 80 |
| 640-47000-00259 | Freight | 20,000 | 26,735 | 10,712 | 21,000 | 19,500 | (1,500) | (7) |
| 640-47000-00301 | Auditing and Acct g Services | 7,365 | 8,979 | 7,292 | 8,920 | 10,262 | 1,342 | 15 |
| 640-47000-00306 | Personnel Expense | 500 | 964 | 0 | 1,000 | 500 | (500) | (50) |
| 640-47000-00311 | Data Processing | 0 | 0 | 1,903 | 2,960 | 10,874 | 7,914 | 267 |
| 640-47000-00321 | Telephone | 1,200 | 1,200 | 600 | 1,200 | 1,200 | 0 | 0 |
| 640-47000-00331 | Mileage & Expense Account | 200 | 603 | 0 | 200 | 200 | 0 | 0 |
| 640-47000-00340 | Advertising | 20,000 | 11,767 | 6,882 | 20,000 | 14,000 | (6,000) | (30) |
| 640-47000-00341 | General Promotions | 44,000 | 44,068 | 23,129 | 45,000 | 44,000 | (1,000) | (2) |
| 640-47000-00361 | General Liability Ins | 10,000 | 13,237 | 6,963 | 10,000 | 8,000 | (2,000) | (20) |
| 640-47000-00365 | Workers Comp Ins | 12,000 | 12,000 | 8,652 | 13,000 | 10,655 | (2,345) | (18) |
| 640-47000-00381 | Electric Utilities | 19,000 | 22,859 | 8,423 | 20,000 | 18,000 | (2,000) | (10) |
| 640-47000-00383 | Fuel, oil and natural gas | 5,500 | 3,970 | 2,374 | 6,000 | 5,000 | (1,000) | (17) |
| 640-47000-00384 | Refuse/Garbage | 1,800 | 1,800 | 966 | 2,000 | 2,000 | 0 | 0 |
| 640-47000-00401 | Repairs/Maint Buildings | 3,500 | 2,888 | 1,504 | 5,500 | 5,000 | (500) | (9) |
| 640-47000-00404 | Repairs/Maint - Machin/Equip | 5,000 | 9,698 | 3,283 | 6,000 | 6,500 | 500 | 8 |
| 640-47000-00409 | Maint services & Improv | 4,500 | 1,552 | 3,350 | 5,000 | 5,000 | 0 | 0 |
| 640-47000-00420 | Depreciation | 0 | 55,190 | 31,287 | 0 | 0 | 0 | 0 |
| 640-47000-00431 | Cash Over/Short | 100 | (118) | 16 | 100 | 100 | 0 | 0 |
| 640-47000-00433 | Dues, Licensing & Seminars | 6,900 | 6,922 | 6,497 | 6,900 | 7,660 | 760 | 11 |
| 640-47000-00497 | Credit Card Fees | 73,600 | 78,852 | 44,204 | 75,000 | 75,000 | 0 | 0 |
| 640-47000-00499 | Miscellaneous | 500 | 52 | 38 | 1,000 | 1,000 | 0 | 0 |
| 640-47000-00540 | Equipment | 0 | 1,447 | 1,209 | 4,000 | 4,000 | 0 | 0 |
| 640-47000-00601 | Debt Srv Bond Principal | 75,000 | 0 | 0 | 76,000 | 77,500 | 1,500 | 2 |
| 640-47000-00611 | Bond Interest | 18,678 | 14,618 | 10,901 | 18,688 | 15,667 | (3,021) | (16) |
| 640-47000-00621 | Fiscal Agent s Fees | 450 | 119 | 238 | 450 | 238 | (212) | (47) |
| 640-47000-00728 | OPERATING TRANSFERS - GF OPER | 75,000 | 75,000 | 49,583 | 85,000 | 85,000 | 0 | 0 |
| **Total Department Off-Sale:** | | **3,347,169** | **3,357,646** | **1,790,081** | **3,599,787** | **3,404,221** | **(195,566)** | **(5.43)** |

# Liquor Store Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **LIQUOR** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **LIQUOR STORE CAPITAL** | | | | | | | | |
| 640-49300-00499 | Miscellaneous | 0 | 833 | 17,494 | 0 | 0 | 0 | 0 |
| 640-49300-00520 | Buildings and Structures | 0 | 0 | 0 | 104,850 | 28,700 | (76,150) | (73) |
| 640-49300-00540 | Equipment | 0 | 3,753 | 0 | 0 | 0 | 0 | 0 |
| 640-49300-00560 | Furniture and Fixtures | 0 | 0 | 1,057 | 0 | 31,800 | 31,800 | 0 |
| **Total Department LIQUOR STORE CAPITAL:** | | **0** | **4,586** | **18,551** | **104,850** | **60,500** | **(44,350)** | **(42.30)** |
| **Appropriations** | | **3,347,169** | **3,362,232** | **1,808,632** | **3,704,637** | **3,464,721** | **(239,916)** | **(6.48)** |
| **Fund 640 - LIQUOR:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **3,520,000** | **3,308,096** | **1,839,429** | **3,731,000** | **3,506,000** | **(225,000)** | **(6.03)** |
| **TOTAL APPROPRIATIONS** | | **3,347,169** | **3,362,232** | **1,808,632** | **3,704,637** | **3,464,721** | **(239,916)** | **(6.48)** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **172,831** | **(54,136)** | **30,797** | **26,363** | **41,279** | **14,916** | |

# Bar and Grill Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **LIQUOR** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **On-Sale** | | | | | | | | |
| 640-48000-36210 | Interest Earnings | 0 | 34,734 | 16,528 | 6,000 | 25,000 | 19,000 | 317 |
| 640-48000-38301 | Bar Liquor Sales | 545,983 | 521,471 | 297,829 | 534,368 | 502,040 | (32,328) | (6) |
| 640-48000-38302 | Bar Wine Sales | 196,973 | 206,874 | 116,087 | 204,831 | 199,490 | (5,341) | (3) |
| 640-48000-38303 | Bar Beer Sales | 710,433 | 639,183 | 341,480 | 659,318 | 586,114 | (73,204) | (11) |
| 640-48000-38304 | Bar Beverages | 87,075 | 98,698 | 66,430 | 96,328 | 110,000 | 13,672 | 14 |
| 640-48000-38305 | Bar Food Sales | 2,277,108 | 2,370,988 | 1,376,521 | 2,357,149 | 2,344,330 | (12,819) | (1) |
| 640-48000-38306 | BAR THC SALES | 1,000 | 0 | 2,527 | 0 | 5,000 | 5,000 | 0 |
| 640-48000-38320 | Rent Income | 8,000 | 6,500 | 10,750 | 12,000 | 21,000 | 9,000 | 75 |
| 640-48000-38362 | ATM Fees | 7,100 | 10,502 | 6,440 | 10,000 | 10,000 | 0 | 0 |
| 640-48000-38370 | Vendor Rebates - BAR | 1,500 | 512 | 0 | 0 | 0 | 0 | 0 |
| 640-48000-39400 | CC TIPS | 673,941 | 716,566 | 452,364 | 629,119 | 773,138 | 144,019 | 23 |
| **Total Department On-Sale:** | | **4,509,113** | **4,606,028** | **2,686,956** | **4,509,113** | **4,576,112** | **66,999** | **1.49** |
| **Estimated Revenues** | | **4,509,113** | **4,606,028** | **2,686,956** | **4,509,113** | **4,576,112** | **66,999** | **1.49** |

**Appropriations**

# Bar and Grill Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **LIQUOR** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **On-Sale** | | | | | | | | |
| 640-48000-00101 | Full-Time Employees Regular | 246,732 | 277,069 | 145,623 | 261,357 | 273,125 | 11,768 | 5 |
| 640-48000-00102 | Overtime | 1,213 | 5,449 | 4,223 | 5,000 | 7,000 | 2,000 | 40 |
| 640-48000-00103 | Part-Time Employees | 1,055,944 | 1,016,836 | 552,356 | 1,028,036 | 1,029,100 | 1,064 | 0 |
| 640-48000-00108 | Allocated GF Wages | 83,881 | 60,431 | 51,119 | 109,115 | 120,900 | 11,785 | 11 |
| 640-48000-00121 | PERA | 104,083 | 89,831 | 45,883 | 105,225 | 107,225 | 2,000 | 2 |
| 640-48000-00122 | FICA | 106,165 | 101,107 | 56,285 | 107,330 | 109,361 | 2,031 | 2 |
| 640-48000-00130 | Employer Paid Ins | 89,882 | 78,837 | 51,239 | 104,204 | 112,880 | 8,676 | 8 |
| 640-48000-00139 | OPEB | 0 | (2,907) | 0 | 0 | 0 | 0 | 0 |
| 640-48000-00140 | Unemployment Comp (GENERAL) | 0 | 10 | 100 | 0 | 0 | 0 | 0 |
| 640-48000-00200 | Office Supplies (GENERAL) | 1,162 | 738 | 371 | 1,000 | 800 | (200) | (20) |
| 640-48000-00210 | Operating Supplies (GENERAL) | 31,848 | 39,957 | 18,470 | 32,500 | 35,000 | 2,500 | 8 |
| 640-48000-00251 | Liquor For Resale | 125,577 | 108,304 | 61,133 | 112,217 | 110,448 | (1,769) | (2) |
| 640-48000-00252 | Wine For Resale | 55,153 | 54,628 | 30,500 | 55,304 | 49,872 | (5,432) | (10) |
| 640-48000-00253 | Beer For Resale | 163,400 | 124,888 | 75,349 | 138,456 | 134,806 | (3,650) | (3) |
| 640-48000-00254 | Soft Drinks/Mix For Resale | 20,542 | 21,996 | 13,892 | 22,155 | 23,500 | 1,345 | 6 |
| 640-48000-00256 | MISC.MDSE.RESALE | 0 | 0 | 295 | 0 | 0 | 0 | 0 |
| 640-48000-00257 | THC PRODUCTS | 0 | 0 | 421 | 0 | 0 | 0 | 0 |
| 640-48000-00301 | Auditing and Acct g Services | 7,365 | 9,259 | 7,589 | 10,220 | 10,560 | 340 | 3 |
| 640-48000-00306 | Personnel Expense | 0 | 75 | 129 | 0 | 0 | 0 | 0 |
| 640-48000-00311 | Data Processing | 0 | 0 | 1,655 | 2,535 | 8,872 | 6,337 | 250 |
| 640-48000-00321 | Telephone | 1,200 | 1,200 | 600 | 1,200 | 1,200 | 0 | 0 |
| 640-48000-00331 | Mileage & Expense Account | 0 | 127 | 0 | 0 | 0 | 0 | 0 |
| 640-48000-00340 | Advertising | 10,000 | 305 | 1,703 | 25,000 | 15,000 | (10,000) | (40) |
| 640-48000-00341 | General Promotions | 1,000 | 1,246 | 4,733 | 1,000 | 7,300 | 6,300 | 630 |
| 640-48000-00361 | General Liability Ins | 19,311 | 22,936 | 9,816 | 15,000 | 17,500 | 2,500 | 17 |
| 640-48000-00365 | Workers Comp Ins | 36,000 | 62,816 | 42,783 | 40,000 | 50,000 | 10,000 | 25 |
| 640-48000-00381 | Electric Utilities | 45,232 | 51,876 | 19,473 | 46,000 | 35,000 | (11,000) | (24) |
| 640-48000-00383 | Fuel, oil and natural gas | 21,658 | 14,706 | 5,608 | 21,000 | 13,000 | (8,000) | (38) |
| 640-48000-00384 | Refuse/Garbage | 11,086 | 15,350 | 9,963 | 15,100 | 17,000 | 1,900 | 13 |
| 640-48000-00401 | Repairs/Maint Buildings | 13,010 | 19,801 | 6,426 | 15,000 | 15,000 | 0 | 0 |
| 640-48000-00404 | Repairs/Maint - Machin/Equip | 11,202 | 5,374 | 5,976 | 10,000 | 10,000 | 0 | 0 |
| 640-48000-00409 | Maint services & Improv | 11,823 | 10,453 | 15,056 | 10,000 | 15,000 | 5,000 | 50 |
| 640-48000-00415 | Other Equipment Rentals | 4,304 | 3,982 | 2,645 | 4,000 | 4,000 | 0 | 0 |
| 640-48000-00420 | Depreciation | 0 | 55,190 | 31,287 | 0 | 0 | 0 | 0 |
| 640-48000-00431 | Cash Over/Short | 0 | 0 | (1) | 0 | 0 | 0 | 0 |
| 640-48000-00433 | Dues, Licensing & Seminars | 13,454 | 10,759 | 8,143 | 12,000 | 12,655 | 655 | 5 |
| 640-48000-00497 | Credit Card Fees | 96,720 | 116,498 | 67,487 | 110,000 | 110,000 | 0 | 0 |
| 640-48000-00499 | Miscellaneous | 81 | 224 | (5) | 0 | 0 | 0 | 0 |
| 640-48000-00540 | Equipment | 0 | 732 | 698 | 1,000 | 1,500 | 500 | 50 |
| 640-48000-00601 | Debt Srv Bond Principal | 75,000 | 0 | 0 | 75,000 | 77,500 | 2,500 | 3 |
| 640-48000-00611 | Bond Interest | 18,678 | 14,618 | 8,750 | 15,000 | 15,667 | 667 | 4 |
| 640-48000-00621 | Fiscal Agent s Fees | 450 | 119 | 238 | 300 | 238 | (62) | (21) |
| 640-48000-00728 | OPERATING TRANSFERS - GF OPER | 120,000 | 120,000 | 70,000 | 120,000 | 135,000 | 15,000 | 13 |
| **Total Department On-Sale:** | | **2,603,156** | **2,514,820** | **1,428,011** | **2,631,254** | **2,686,009** | **54,755** | **2.08** |

# Bar and Grill Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **LIQUOR** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **Kitchen** | | | | | | | | |
| 640-48500-00101 | Full-Time Employees Regular | 73,265 | 80,518 | 43,524 | 80,930 | 86,825 | 5,895 | 7 |
| 640-48500-00102 | Overtime | 26,889 | 24,780 | 6,101 | 25,000 | 15,000 | (10,000) | (40) |
| 640-48500-00103 | Part-Time Employees | 504,384 | 571,026 | 334,371 | 536,026 | 620,740 | 84,714 | 16 |
| 640-48500-00121 | PERA | 45,341 | 49,430 | 28,304 | 48,147 | 54,190 | 6,043 | 13 |
| 640-48500-00122 | FICA | 46,247 | 51,692 | 29,350 | 49,110 | 55,275 | 6,165 | 13 |
| 640-48500-00130 | Employer Paid Ins | 70,809 | 26,863 | 16,650 | 71,311 | 62,900 | (8,411) | (12) |
| 640-48500-00210 | Operating Supplies (GENERAL) | 122,463 | 107,712 | 58,969 | 110,000 | 110,000 | 0 | 0 |
| 640-48500-00217 | Uniforms | 2,170 | 3,004 | 2,582 | 3,000 | 4,000 | 1,000 | 33 |
| 640-48500-00255 | FOODIngredients For Resale | 796,988 | 762,655 | 468,968 | 777,859 | 820,515 | 42,656 | 5 |
| 640-48500-00404 | Repairs/Maint - Machin/Equip | 2,154 | 4,598 | 1,258 | 5,000 | 5,000 | 0 | 0 |
| 640-48500-00415 | Other Equipment Rentals | 3,064 | 3,258 | 3,155 | 3,000 | 4,000 | 1,000 | 33 |
| 640-48500-00540 | Equipment | 0 | 1,567 | 2,654 | 1,200 | 4,000 | 2,800 | 233 |
| **Total Department Kitchen:** | | **1,693,774** | **1,687,103** | **995,886** | **1,710,583** | **1,842,445** | **131,862** | **7.71** |
| **Capital** | | | | | | | | |
| 640-49100-00401 | Repairs/Maint Buildings | 0 | 372 | 0 | 0 | 33,800 | 33,800 | 0 |
| 640-49100-00404 | Repairs/Maint - Machin/Equip | 0 | 10,626 | 6,200 | 0 | 12,000 | 12,000 | 0 |
| 640-49100-00499 | Miscellaneous | 75,200 | 38,898 | 17,494 | 50,750 | 20,000 | (30,750) | (61) |
| 640-49100-00520 | Buildings and Structures | 210,000 | 0 | 0 | 54,100 | 336,900 | 282,800 | 523 |
| 640-49100-00540 | Equipment | 274,000 | 6,952 | 22,190 | 55,800 | 23,900 | (31,900) | (57) |
| 640-49100-00560 | Furniture and Fixtures | 54,400 | 3,098 | 11,291 | 0 | 0 | 0 | 0 |
| 640-49100-00723 | Operating Transfers - Parks | 0 | 0 | 340,608 | 0 | 0 | 0 | 0 |
| **Total Department Capital:** | | **613,600** | **59,946** | **397,783** | **160,650** | **426,600** | **265,950** | **165.55** |
| **Appropriations** | | **4,910,530** | **4,261,869** | **2,821,680** | **4,502,487** | **4,955,054** | **452,567** | **10.05** |
| **Fund 640 - LIQUOR:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **4,509,113** | **4,606,028** | **2,686,956** | **4,509,113** | **4,576,112** | **66,999** | **1.49** |
| **TOTAL APPROPRIATIONS** | | **4,910,530** | **4,261,869** | **2,821,680** | **4,502,487** | **4,955,054** | **452,567** | **10.05** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **(401,417)** | **344,159** | **(134,724)** | **6,626** | **(378,942)** | **(385,568)** | |

# Marina Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 CITY COUNCIL REVIEW | 2025 CITY COUNCIL REVIEW Amt Change | 2025 CITY COUNCIL REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **MARINA** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| ALL DEPARTMENTS | | | | | | | | |
| 660-00000-32255 | Boat slip rentals | 0 | 0 | 228,224 | 0 | 245,280 | 245,280 | 0 |
| 660-00000-33439 | PERA Pension other revenue | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| 660-00000-36210 | Interest Earnings | 0 | 11,079 | 7,789 | 0 | 10,000 | 10,000 | 0 |
| Total Department ALL DEPARTMENTS: | | 0 | 11,081 | 236,013 | 0 | 255,280 | 255,280 | 0.00 |
| MARINA | | | | | | | | |
| 660-46000-32255 | Boat slip rentals | 221,182 | 215,911 | 0 | 226,500 | 0 | (226,500) | (100) |
| Total Department MARINA: | | 221,182 | 215,911 | 0 | 226,500 | 0 | (226,500) | (100.00) |
| **Estimated Revenues** | | **221,182** | **226,992** | **236,013** | **226,500** | **255,280** | **28,780** | **12.71** |
| **Appropriations** | | | | | | | | |
| MARINA | | | | | | | | |
| 660-46000-00101 | Full-Time Employees Regular | 28,913 | 29,234 | 16,801 | 30,852 | 35,000 | 4,148 | 13 |
| 660-46000-00121 | PERA | 2,169 | 2,193 | 1,260 | 2,314 | 2,625 | 311 | 13 |
| 660-46000-00122 | FICA | 2,212 | 2,060 | 1,154 | 2,360 | 2,675 | 315 | 13 |
| 660-46000-00129 | Pension Expense | 0 | 22,204 | 0 | 0 | 0 | 0 | 0 |
| 660-46000-00130 | Employer Paid Ins | 7,038 | 6,276 | 4,125 | 7,006 | 8,450 | 1,444 | 21 |
| 660-46000-00139 | OPEB | 0 | 2,813 | 0 | 0 | 0 | 0 | 0 |
| 660-46000-00324 | Internet/Web Page | 3,546 | 3,215 | 2,400 | 3,600 | 3,600 | 0 | 0 |
| 660-46000-00361 | General Liability Ins | 2,128 | 481 | 530 | 530 | 530 | 0 | 0 |
| 660-46000-00381 | Electric Utilities | 5,000 | 5,088 | 1,959 | 6,500 | 2,000 | (4,500) | (69) |
| 660-46000-00404 | Repairs/Maint - Machin/Equip | 2,964 | 3,567 | 6,260 | 5,000 | 5,000 | 0 | 0 |
| 660-46000-00499 | Miscellaneous | 3,335 | 43 | 1,850 | 3,335 | 3,335 | 0 | 0 |
| 660-46000-00723 | Operating Transfers - Parks | 0 | 0 | 0 | 0 | 15,000 | 15,000 | 0 |
| Total Department MARINA: | | 57,305 | 77,174 | 36,339 | 61,497 | 78,215 | 16,718 | 27.19 |
| Capital | | | | | | | | |
| 660-49100-00302 | Consultants | 0 | 1,584 | 299 | 0 | 0 | 0 | 0 |
| 660-49100-00309 | Contractual Services | 0 | 14,097 | 169,097 | 165,500 | 0 | (165,500) | (100) |
| Total Department Capital: | | 0 | 15,681 | 169,396 | 165,500 | 0 | (165,500) | (100.00) |
| **Appropriations** | | **57,305** | **92,855** | **205,735** | **226,997** | **78,215** | **(148,782)** | **(65.54)** |
| **Fund 660 - MARINA :** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **221,182** | **226,992** | **236,013** | **226,500** | **255,280** | **28,780** | **12.71** |
| **TOTAL APPROPRIATIONS** | | **57,305** | **92,855** | **205,735** | **226,997** | **78,215** | **(148,782)** | **(65.54)** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **163,877** | **134,137** | **30,278** | **(497)** | **177,065** | **177,562** | |

# Motor Vehicle Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **MOTOR VEHICLE** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **ALL DEPARTMENTS** | | | | | | | | |
| 630-00000-33422 | STATE AID/GRANTS | 0 | 42,870 | 0 | 0 | 0 | 0 | 0 |
| 630-00000-33439 | PERA Pension other revenue | 0 | 32 | 0 | 0 | 0 | 0 | 0 |
| 630-00000-34111 | Motor Vehicle Commissions | 492,500 | 464,565 | 344,250 | 532,500 | 580,500 | 48,000 | 9 |
| 630-00000-34190 | Charges for Services/Gen Gov | 0 | 183 | 0 | 0 | 0 | 0 | 0 |
| 630-00000-36210 | Interest Earnings | 0 | 20,973 | 2,894 | 2,000 | 2,000 | 0 | 0 |
| 630-00000-37190 | Other Charge/Revenue | 153,000 | 182,462 | 92,681 | 175,000 | 175,000 | 0 | 0 |
| **Total Department ALL DEPARTMENTS:** | | **645,500** | **711,085** | **439,825** | **709,500** | **757,500** | **48,000** | **6.77** |
| **Estimated Revenues** | | **645,500** | **711,085** | **439,825** | **709,500** | **757,500** | **48,000** | **6.77** |
| **Appropriations** | | | | | | | | |
| **General Department** | | | | | | | | |
| 630-40000-00101 | Full-Time Employees Regular | 337,029 | 341,523 | 190,905 | 366,632 | 378,750 | 12,118 | 3 |
| 630-40000-00102 | Overtime | 500 | 316 | 115 | 500 | 500 | 0 | 0 |
| 630-40000-00103 | Part-Time Employees | 56,946 | 46,465 | 30,276 | 57,795 | 63,425 | 5,630 | 10 |
| 630-40000-00121 | PERA | 29,368 | 28,314 | 16,469 | 31,685 | 33,025 | 1,340 | 4 |
| 630-40000-00122 | FICA | 29,986 | 27,587 | 15,922 | 32,319 | 33,675 | 1,356 | 4 |
| 630-40000-00129 | Pension Expense | 0 | 19,257 | 0 | 0 | 0 | 0 | 0 |
| 630-40000-00130 | Employer Paid Ins | 81,408 | 73,687 | 45,078 | 79,720 | 86,575 | 6,855 | 9 |
| 630-40000-00139 | OPEB | 0 | (308) | 0 | 0 | 0 | 0 | 0 |
| 630-40000-00200 | Office Supplies (GENERAL) | 11,200 | 9,051 | 6,847 | 10,000 | 15,250 | 5,250 | 53 |
| 630-40000-00210 | Operating Supplies (GENERAL) | 3,500 | 4,378 | 1,630 | 3,500 | 3,500 | 0 | 0 |
| 630-40000-00301 | Auditing and Acct g Services | 400 | 635 | 686 | 680 | 690 | 10 | 1 |
| 630-40000-00311 | Data Processing | 0 | 0 | 1,727 | 2,960 | 10,874 | 7,914 | 267 |
| 630-40000-00321 | Telephone | 0 | 0 | 0 | 0 | 1,000 | 1,000 | 0 |
| 630-40000-00331 | Mileage & Expense Account | 1,250 | 1,729 | 629 | 1,750 | 2,000 | 250 | 14 |
| 630-40000-00361 | General Liability Ins | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 0 | 0 |
| 630-40000-00365 | Workers Comp Ins | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 0 | 0 |
| 630-40000-00404 | Repairs/Maint - Machin/Equip | 2,750 | 3,297 | 3,470 | 3,500 | 5,250 | 1,750 | 50 |
| 630-40000-00431 | Cash Over/Short | 250 | 47 | 9,456 | 0 | 0 | 0 | 0 |
| 630-40000-00433 | Dues, Licensing & Seminars | 3,960 | 4,954 | 3,205 | 4,750 | 5,000 | 250 | 5 |
| 630-40000-00498 | Payment on Bad Cks | 500 | (2,227) | (201) | 500 | 500 | 0 | 0 |
| 630-40000-00499 | Miscellaneous | 1,000 | 534 | 0 | 500 | 500 | 0 | 0 |
| 630-40000-00540 | Equipment | 1,500 | 3,936 | (3,700) | 5,100 | 10,500 | 5,400 | 106 |
| 630-40000-00721 | OPERATING TRANSFER - FACILITI | 25,000 | 25,000 | 0 | 25,000 | 25,000 | 0 | 0 |
| 630-40000-00723 | Operating Transfers - Parks | 0 | 0 | 73,798 | 0 | 0 | 0 | 0 |
| 630-40000-00728 | OPERATING TRANSFERS - GF OPER | 56,000 | 56,000 | 0 | 56,000 | 56,000 | 0 | 0 |
| **Total Department General Department:** | | **644,547** | **646,175** | **398,312** | **684,891** | **734,014** | **49,123** | **7.17** |
| **Appropriations** | | **644,547** | **646,175** | **398,312** | **684,891** | **734,014** | **49,123** | **7.17** |
| **Fund 630 - MOTOR VEHICLE:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **645,500** | **711,085** | **439,825** | **709,500** | **757,500** | **48,000** | **6.77** |
| **TOTAL APPROPRIATIONS** | | **644,547** | **646,175** | **398,312** | **684,891** | **734,014** | **49,123** | **7.17** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **953** | **64,910** | **41,513** | **24,609** | **23,486** | **(1,123)** | |

# Water Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **WATER FUND** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **ALL DEPARTMENTS** | | | | | | | | |
| 610-00000-33439 | PERA Pension other revenue | 0 | 19 | 0 | 0 | 0 | 0 | 0 |
| 610-00000-36101 | Spec Assess Principal | 29,500 | 12,892 | 22,184 | 25,000 | 22,000 | (3,000) | (12) |
| 610-00000-36210 | Interest Earnings | 0 | 136,356 | 41,670 | 39,840 | 60,000 | 20,160 | 51 |
| 610-00000-37110 | W/S/Storm Sales | 716,500 | 761,839 | 394,079 | 720,000 | 784,600 | 64,600 | 9 |
| 610-00000-37111 | Sprinkling | 222,700 | 360,396 | 59,249 | 300,000 | 342,700 | 42,700 | 14 |
| 610-00000-37120 | Water Usage Permits-Other | 0 | 213 | (213) | 0 | 0 | 0 | 0 |
| 610-00000-37130 | Service to Other Cities | 81,900 | 108,090 | 39,742 | 90,000 | 106,100 | 16,100 | 18 |
| 610-00000-37140 | Meter Sales | 15,000 | 17,140 | 11,600 | 15,000 | 20,000 | 5,000 | 33 |
| 610-00000-37150 | WS Connect/Reconnect Fee | 5,000 | 6,496 | 3,860 | 5,000 | 7,000 | 2,000 | 40 |
| 610-00000-37155 | City s W/S Access Charge | 73,000 | 84,382 | 38,108 | 73,000 | 75,000 | 2,000 | 3 |
| 610-00000-37160 | W/S Penalty | 2,200 | 5,186 | (2,060) | 3,000 | 3,000 | 0 | 0 |
| 610-00000-37190 | Other Charge/Revenue | 3,000 | 3,380 | 1,843 | 3,400 | 3,400 | 0 | 0 |
| **Total Department ALL DEPARTMENTS:** | | **1,148,800** | **1,496,389** | **610,062** | **1,274,240** | **1,423,800** | **149,560** | **11.74** |
| 610-46127-36101 | Spec Assess Principal | 0 | 7,865 | 0 | 0 | 0 | 0 | 0 |
| **Total Department :** | | **0** | **7,865** | **0** | **0** | **0** | **0** | **0.00** |
| **Estimated Revenues** | | **1,148,800** | **1,504,254** | **610,062** | **1,274,240** | **1,423,800** | **149,560** | **11.74** |

**Appropriations**

# Water Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **WATER FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **General Department** | | | | | | | | |
| 610-40000-00101 | Full-Time Employees Regular | 237,885 | 231,911 | 134,245 | 257,574 | 269,300 | 11,726 | 5 |
| 610-40000-00102 | Overtime | 7,000 | 2,151 | 2,052 | 7,000 | 7,000 | 0 | 0 |
| 610-40000-00103 | Part-Time Employees | 3,300 | 0 | 0 | 4,000 | 4,000 | 0 | 0 |
| 610-40000-00121 | PERA | 18,367 | 16,570 | 10,179 | 20,062 | 20,950 | 888 | 4 |
| 610-40000-00122 | FICA | 18,987 | 16,028 | 9,767 | 20,463 | 21,400 | 937 | 5 |
| 610-40000-00129 | Pension Expense | 0 | 568 | 0 | 0 | 0 | 0 | 0 |
| 610-40000-00130 | Employer Paid Ins | 48,029 | 42,870 | 28,392 | 50,337 | 56,670 | 6,333 | 13 |
| 610-40000-00139 | OPEB | 0 | (248) | 0 | 0 | 0 | 0 | 0 |
| 610-40000-00200 | Office Supplies (GENERAL) | 600 | 294 | 136 | 600 | 600 | 0 | 0 |
| 610-40000-00210 | Operating Supplies (GENERAL) | 2,500 | 1,888 | 1,434 | 2,500 | 2,500 | 0 | 0 |
| 610-40000-00211 | Meter supplies | 14,000 | 17,207 | 7,165 | 16,000 | 16,000 | 0 | 0 |
| 610-40000-00212 | Motor Fuels | 5,000 | 5,354 | 2,364 | 5,000 | 5,000 | 0 | 0 |
| 610-40000-00216 | Chemicals and Chem Products | 20,000 | 34,693 | 13,416 | 30,000 | 30,000 | 0 | 0 |
| 610-40000-00217 | Uniforms | 1,300 | 530 | 717 | 1,300 | 1,300 | 0 | 0 |
| 610-40000-00224 | Repair & Maint - Motor Equip | 2,000 | 459 | 666 | 2,000 | 2,000 | 0 | 0 |
| 610-40000-00225 | Repair & Maint - System | 31,000 | 26,992 | 18,964 | 31,000 | 31,000 | 0 | 0 |
| 610-40000-00240 | Small Tools and Minor Equip | 3,300 | 834 | 1,156 | 3,000 | 3,000 | 0 | 0 |
| 610-40000-00241 | Safety equip/testings | 1,000 | 799 | 347 | 1,000 | 1,000 | 0 | 0 |
| 610-40000-00242 | Well & F.P. Equipment | 15,000 | 11,080 | 10,197 | 15,000 | 15,000 | 0 | 0 |
| 610-40000-00301 | Auditing and Acct g Services | 11,324 | 12,729 | 12,375 | 13,320 | 13,865 | 545 | 4 |
| 610-40000-00306 | Personnel Expense | 0 | 0 | 149 | 330 | 0 | (330) | (100) |
| 610-40000-00307 | Project Coordinator | 0 | 0 | 0 | 0 | 330 | 330 | 0 |
| 610-40000-00309 | Contractual Services | 16,800 | 15,016 | 7,520 | 16,800 | 18,000 | 1,200 | 7 |
| 610-40000-00310 | Plan Review | 7,500 | 1,592 | 9,540 | 7,500 | 16,500 | 9,000 | 120 |
| 610-40000-00311 | Data Processing | 0 | 0 | 616 | 1,056 | 4,695 | 3,639 | 345 |
| 610-40000-00313 | Permit Fees/Gopher State | 1,500 | 1,300 | 528 | 2,000 | 2,000 | 0 | 0 |
| 610-40000-00322 | Postage | 6,000 | 1,966 | 5,268 | 6,000 | 8,000 | 2,000 | 33 |
| 610-40000-00323 | Radio Units | 2,400 | 2,903 | 1,903 | 2,500 | 2,800 | 300 | 12 |
| 610-40000-00331 | Mileage & Expense Account | 800 | 227 | 503 | 1,100 | 1,100 | 0 | 0 |
| 610-40000-00350 | Printing & Publishing | 0 | 699 | 0 | 0 | 0 | 0 | 0 |
| 610-40000-00361 | General Liability Ins | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 | 0 | 0 |
| 610-40000-00365 | Workers Comp Ins | 12,000 | 12,500 | 13,000 | 13,000 | 13,000 | 0 | 0 |
| 610-40000-00381 | Electric Utilities | 70,000 | 95,396 | 24,503 | 88,000 | 88,000 | 0 | 0 |
| 610-40000-00383 | Fuel, oil and natural gas | 2,500 | 2,477 | 775 | 2,500 | 2,500 | 0 | 0 |
| 610-40000-00401 | Repairs/Maint Buildings | 600 | 0 | 0 | 600 | 600 | 0 | 0 |
| 610-40000-00404 | Repairs/Maint - Machin/Equip | 2,300 | 1,062 | 821 | 2,300 | 2,300 | 0 | 0 |
| 610-40000-00405 | Maint/Replac - System | 67,000 | 36,406 | 25,921 | 67,000 | 67,000 | 0 | 0 |
| 610-40000-00415 | Other Equipment Rentals | 900 | 400 | 0 | 900 | 900 | 0 | 0 |
| 610-40000-00420 | Depreciation | 0 | 261,381 | 0 | 0 | 0 | 0 | 0 |
| 610-40000-00433 | Dues, Licensing & Seminars | 4,642 | 2,805 | 1,729 | 5,800 | 5,800 | 0 | 0 |
| 610-40000-00499 | Miscellaneous | 500 | 99 | 159 | 500 | 500 | 0 | 0 |
| 610-40000-00611 | Bond Interest | 0 | 42,481 | 0 | 0 | 0 | 0 | 0 |
| 610-40000-00720 | Operating Transfers - Equip. | 62,000 | 62,000 | 0 | 70,000 | 70,000 | 0 | 0 |
| 610-40000-00728 | OPERATING TRANSFERS - GF OPER | 31,000 | 31,000 | 0 | 31,000 | 31,000 | 0 | 0 |
| **Total Department General Department:** | | **737,534** | **1,002,919** | **355,007** | **807,542** | **844,110** | **36,568** | **4.53** |

# Water Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **WATER FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **Capital** | | | | | | | | |
| 610-49100-00302 | Consultants | 0 | 5,399 | 2,754 | 43,100 | 10,600 | (32,500) | (75) |
| 610-49100-00307 | Project Coordinator | 0 | 18,585 | 4,940 | 0 | 20,000 | 20,000 | 0 |
| 610-49100-00309 | Contractual Services | 0 | 0 | 33,700 | 0 | 485,700 | 485,700 | 0 |
| 610-49100-00405 | Maint/Replac - System | 392,400 | 0 | 0 | 110,800 | 114,100 | 3,300 | 3 |
| 610-49100-00499 | Miscellaneous | 0 | 0 | 400 | 0 | 0 | 0 | 0 |
| 610-49100-00540 | Equipment | 0 | 0 | 0 | 0 | 75,000 | 75,000 | 0 |
| 610-49100-00601 | Debt Srv Bond Principal | 270,000 | 0 | 0 | 285,000 | 285,000 | 0 | 0 |
| 610-49100-00611 | Bond Interest | 84,963 | 33,736 | 38,525 | 68,838 | 68,840 | 2 | 0 |
| 610-49100-00621 | Fiscal Agent s Fees | 450 | 1,025 | 0 | 1,000 | 1,000 | 0 | 0 |
| **Total Department Capital:** | | **747,813** | **58,745** | **80,319** | **508,738** | **1,060,240** | **551,502** | **108.41** |
| **Appropriations** | | **1,485,347** | **1,061,664** | **435,326** | **1,316,280** | **1,904,350** | **588,070** | **44.68** |
| **Fund 610 - WATER FUND:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **1,148,800** | **1,504,254** | **610,062** | **1,274,240** | **1,423,800** | **149,560** | **11.74** |
| **TOTAL APPROPRIATIONS** | | **1,485,347** | **1,061,664** | **435,326** | **1,316,280** | **1,904,350** | **588,070** | **44.68** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **(336,547)** | **442,590** | **174,736** | **(42,040)** | **(480,550)** | **(438,510)** | |

# Sewer Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **SEWER FUND** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **ALL DEPARTMENTS** | | | | | | | | |
| 620-00000-33439 | PERA Pension other revenue | 0 | 19 | 0 | 0 | 0 | 0 | 0 |
| 620-00000-36101 | Spec Assess Principal | 20,300 | 27,099 | 28,863 | 20,300 | 28,000 | 7,700 | 38 |
| 620-00000-36210 | Interest Earnings | 0 | 86,003 | 28,654 | 34,840 | 50,000 | 15,160 | 44 |
| 620-00000-37110 | W/S/Storm Sales | 1,416,700 | 1,487,356 | 758,205 | 1,400,000 | 1,528,000 | 128,000 | 9 |
| 620-00000-37130 | Service to Other Cities | 62,000 | 96,986 | 32,182 | 75,000 | 93,000 | 18,000 | 24 |
| 620-00000-37150 | WS Connect/Reconnect Fee | 3,000 | 4,718 | 2,565 | 3,750 | 5,000 | 1,250 | 33 |
| 620-00000-37155 | City s W/S Access Charge | 20,000 | 31,000 | 13,000 | 20,000 | 25,000 | 5,000 | 25 |
| 620-00000-37160 | W/S Penalty | 4,000 | 4,488 | 2,485 | 4,000 | 4,000 | 0 | 0 |
| 620-00000-39400 | Misc.Revenues | 0 | 60,775 | 0 | 0 | 0 | 0 | 0 |
| **Total Department ALL DEPARTMENTS:** | | **1,526,000** | **1,798,444** | **865,954** | **1,557,890** | **1,733,000** | **175,110** | **11.24** |
| **Estimated Revenues** | | **1,526,000** | **1,798,444** | **865,954** | **1,557,890** | **1,733,000** | **175,110** | **11.24** |

**Appropriations**

# Sewer Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **SEWER FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **General Department** | | | | | | | | |
| 620-40000-00101 | Full-Time Employees Regular | 237,885 | 231,699 | 133,741 | 256,639 | 268,225 | 11,586 | 5 |
| 620-40000-00102 | Overtime | 7,000 | 2,153 | 2,052 | 7,000 | 7,000 | 0 | 0 |
| 620-40000-00103 | Part-Time Employees | 3,300 | 0 | 0 | 4,000 | 4,000 | 0 | 0 |
| 620-40000-00121 | PERA | 18,367 | 16,554 | 10,140 | 19,992 | 20,900 | 908 | 5 |
| 620-40000-00122 | FICA | 18,987 | 16,012 | 9,729 | 20,392 | 21,300 | 908 | 4 |
| 620-40000-00129 | Pension Expense | 0 | (2,379) | 0 | 0 | 0 | 0 | 0 |
| 620-40000-00130 | Employer Paid Ins | 48,029 | 42,850 | 28,310 | 50,194 | 56,775 | 6,581 | 13 |
| 620-40000-00139 | OPEB | 0 | (258) | 0 | 0 | 0 | 0 | 0 |
| 620-40000-00200 | Office Supplies (GENERAL) | 600 | 220 | 180 | 600 | 500 | (100) | (17) |
| 620-40000-00210 | Operating Supplies (GENERAL) | 2,500 | 1,993 | 1,297 | 2,500 | 2,100 | (400) | (16) |
| 620-40000-00211 | Meter supplies | 16,000 | 19,333 | 5,046 | 16,000 | 16,000 | 0 | 0 |
| 620-40000-00212 | Motor Fuels | 5,000 | 5,354 | 2,364 | 5,000 | 5,000 | 0 | 0 |
| 620-40000-00217 | Uniforms | 1,300 | 809 | 877 | 1,300 | 1,200 | (100) | (8) |
| 620-40000-00224 | Repair & Maint - Motor Equip | 2,200 | 1,841 | 5,372 | 2,200 | 3,000 | 800 | 36 |
| 620-40000-00225 | Repair & Maint - System | 11,000 | 5,061 | 4,592 | 11,000 | 10,000 | (1,000) | (9) |
| 620-40000-00240 | Small Tools and Minor Equip | 3,200 | 1,040 | 1,909 | 3,200 | 3,200 | 0 | 0 |
| 620-40000-00241 | Safety equip/testings | 1,000 | 798 | 346 | 1,000 | 1,000 | 0 | 0 |
| 620-40000-00301 | Auditing and Acct g Services | 8,124 | 9,488 | 8,805 | 9,920 | 10,275 | 355 | 4 |
| 620-40000-00306 | Personnel Expense | 0 | 0 | 149 | 300 | 300 | 0 | 0 |
| 620-40000-00311 | Data Processing | 0 | 0 | 616 | 1,056 | 4,695 | 3,639 | 345 |
| 620-40000-00313 | Permit Fees/Gopher State | 1,500 | 1,300 | 528 | 1,500 | 1,500 | 0 | 0 |
| 620-40000-00322 | Postage | 8,500 | 13,000 | 12,000 | 12,000 | 13,000 | 1,000 | 8 |
| 620-40000-00323 | Radio Units | 1,700 | 1,975 | 1,083 | 1,800 | 2,000 | 200 | 11 |
| 620-40000-00331 | Mileage & Expense Account | 800 | 338 | 489 | 1,100 | 1,100 | 0 | 0 |
| 620-40000-00350 | Printing & Publishing | 0 | 24 | 0 | 0 | 0 | 0 | 0 |
| 620-40000-00361 | General Liability Ins | 9,200 | 8,500 | 8,500 | 9,200 | 9,200 | 0 | 0 |
| 620-40000-00365 | Workers Comp Ins | 12,000 | 12,500 | 13,000 | 13,000 | 13,000 | 0 | 0 |
| 620-40000-00381 | Electric Utilities | 18,500 | 16,396 | 5,174 | 18,500 | 18,500 | 0 | 0 |
| 620-40000-00386 | Other Utilities | 536,400 | 544,434 | 350,217 | 600,400 | 629,725 | 29,325 | 5 |
| 620-40000-00404 | Repairs/Maint - Machin/Equip | 3,200 | 2,476 | 7,226 | 3,200 | 7,000 | 3,800 | 119 |
| 620-40000-00405 | Maint/Replac - System | 34,000 | 12,030 | 2,285 | 34,000 | 34,000 | 0 | 0 |
| 620-40000-00409 | Maint services & Improv | 12,500 | 10,181 | 350 | 0 | 13,000 | 13,000 | 0 |
| 620-40000-00415 | Other Equipment Rentals | 400 | 0 | 0 | 0 | 0 | 0 | 0 |
| 620-40000-00420 | Depreciation | 0 | 134,088 | 0 | 0 | 0 | 0 | 0 |
| 620-40000-00433 | Dues, Licensing & Seminars | 4,362 | 2,648 | 2,024 | 5,800 | 5,800 | 0 | 0 |
| 620-40000-00499 | Miscellaneous | 500 | 65 | 159 | 500 | 500 | 0 | 0 |
| 620-40000-00611 | Bond Interest | 0 | 3,225 | 0 | 0 | 0 | 0 | 0 |
| 620-40000-00720 | Operating Transfers - Equip. | 93,000 | 93,000 | 0 | 100,000 | 100,000 | 0 | 0 |
| 620-40000-00728 | OPERATING TRANSFERS - GF OPER | 31,000 | 31,000 | 0 | 31,000 | 31,000 | 0 | 0 |
| **Total Department General Department:** | | **1,152,054** | **1,239,748** | **618,560** | **1,244,293** | **1,314,795** | **70,502** | **5.67** |

# Sewer Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **SEWER FUND** | | | | | | | | |
| **Appropriations** | | | | | | | | |
| **Capital** | | | | | | | | |
| 620-49100-00302 | Consultants | 0 | 5,399 | 123 | 0 | 0 | 0 | 0 |
| 620-49100-00307 | Project Coordinator | 0 | 17,980 | 9,665 | 0 | 20,000 | 20,000 | 0 |
| 620-49100-00309 | Contractual Services | 0 | 0 | 1,693 | 0 | 485,900 | 485,900 | 0 |
| 620-49100-00405 | Maint/Replac - System | 402,500 | 0 | 0 | 239,600 | 48,200 | (191,400) | (80) |
| 620-49100-00540 | Equipment | 31,500 | 0 | 0 | 0 | 75,000 | 75,000 | 0 |
| 620-49100-00601 | Debt Srv Bond Principal | 40,000 | 0 | 0 | 45,000 | 40,000 | (5,000) | (11) |
| 620-49100-00611 | Bond Interest | 6,450 | 2,215 | 2,625 | 4,050 | 4,050 | 0 | 0 |
| 620-49100-00621 | Fiscal Agent s Fees | 450 | 550 | 0 | 550 | 550 | 0 | 0 |
| **Total Department Capital:** | | **480,900** | **26,144** | **14,106** | **289,200** | **673,700** | **384,500** | **132.95** |
| **Appropriations** | | **1,632,954** | **1,265,892** | **632,666** | **1,533,493** | **1,988,495** | **455,002** | **29.67** |
| **Fund 620 - SEWER FUND:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **1,526,000** | **1,798,444** | **865,954** | **1,557,890** | **1,733,000** | **175,110** | **11.24** |
| **TOTAL APPROPRIATIONS** | | **1,632,954** | **1,265,892** | **632,666** | **1,533,493** | **1,988,495** | **455,002** | **29.67** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **(106,954)** | **532,552** | **233,288** | **24,397** | **(255,495)** | **(279,892)** | |

# Stormwater Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **STORMWATER** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **ALL DEPARTMENTS** | | | | | | | | |
| 670-00000-33439 | PERA Pension other revenue | 0 | 4 | 0 | 0 | 0 | 0 | 0 |
| 670-00000-36210 | Interest Earnings | 0 | 31,260 | 14,353 | 8,500 | 30,000 | 21,500 | 253 |
| 670-00000-37110 | W/S/Storm Sales | 398,540 | 415,086 | 262,881 | 395,000 | 495,000 | 100,000 | 25 |
| **Total Department ALL DEPARTMENTS:** | | **398,540** | **446,350** | **277,234** | **403,500** | **525,000** | **121,500** | **30.11** |
| **Estimated Revenues** | | **398,540** | **446,350** | **277,234** | **403,500** | **525,000** | **121,500** | **30.11** |
| **Appropriations** | | | | | | | | |
| **General Department** | | | | | | | | |
| 670-40000-00101 | Full-Time Employees Regular | 53,289 | 53,569 | 29,548 | 56,633 | 58,300 | 1,667 | 3 |
| 670-40000-00102 | Overtime | 0 | 847 | 287 | 1,400 | 1,400 | 0 | 0 |
| 670-40000-00121 | PERA | 3,997 | 3,951 | 2,201 | 4,285 | 4,400 | 115 | 3 |
| 670-40000-00122 | FICA | 4,077 | 3,934 | 2,217 | 4,371 | 4,500 | 129 | 3 |
| 670-40000-00129 | Pension Expense | 0 | 2,114 | 0 | 0 | 0 | 0 | 0 |
| 670-40000-00130 | Employer Paid Ins | 8,948 | 8,567 | 5,359 | 9,940 | 10,500 | 560 | 6 |
| 670-40000-00139 | OPEB | 0 | 162 | 0 | 0 | 0 | 0 | 0 |
| 670-40000-00302 | Consultants | 1,000 | 560 | 0 | 1,000 | 0 | (1,000) | (100) |
| 670-40000-00304 | Legal Fees | 0 | 176 | 0 | 700 | 0 | (700) | (100) |
| 670-40000-00307 | Project Coordinator | 40,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| 670-40000-00409 | Maint services & Improv | 4,000 | 0 | 599 | 4,000 | 0 | (4,000) | (100) |
| 670-40000-00420 | Depreciation | 0 | 129,042 | 0 | 0 | 0 | 0 | 0 |
| 670-40000-00499 | Miscellaneous | 500 | 242 | 103 | 500 | 0 | (500) | (100) |
| 670-40000-00722 | Operating Transfers - Streets | 55,000 | 55,000 | 0 | 55,000 | 55,000 | 0 | 0 |
| 670-40000-00728 | OPERATING TRANSFERS - GF OPER | 10,000 | 10,000 | 0 | 10,000 | 10,000 | 0 | 0 |
| **Total Department General Department:** | | **180,811** | **268,164** | **40,314** | **147,829** | **144,100** | **(3,729)** | **(2.52)** |
| **Capital** | | | | | | | | |
| 670-49100-00302 | Consultants | 8,900 | 0 | 0 | 9,100 | 9,400 | 300 | 3 |
| 670-49100-00307 | Project Coordinator | 0 | 36,843 | 4,940 | 0 | 0 | 0 | 0 |
| 670-49100-00309 | Contractual Services | 230,800 | 0 | 0 | 94,100 | 142,100 | 48,000 | 51 |
| 670-49100-00499 | Miscellaneous | 0 | 158 | 0 | 0 | 0 | 0 | 0 |
| **Total Department Capital:** | | **239,700** | **37,001** | **4,940** | **103,200** | **151,500** | **48,300** | **46.80** |
| **Appropriations** | | **420,511** | **305,165** | **45,254** | **251,029** | **295,600** | **44,571** | **17.76** |
| **Fund 670 - STORMWATER:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **398,540** | **446,350** | **277,234** | **403,500** | **525,000** | **121,500** | **30.11** |
| **TOTAL APPROPRIATIONS** | | **420,511** | **305,165** | **45,254** | **251,029** | **295,600** | **44,571** | **17.76** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **(21,971)** | **141,185** | **231,980** | **152,471** | **229,400** | **76,929** | |

# Solid Waste Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **SOLID WASTE** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **ALL DEPARTMENTS** | | | | | | | | |
| 650-00000-33439 | PERA Pension other revenue | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| 650-00000-33700 | HC Recycling Reimb | 15,000 | 16,283 | 7,955 | 15,000 | 16,000 | 1,000 | 7 |
| 650-00000-36210 | Interest Earnings | 0 | 19,174 | 7,012 | 2,000 | 10,000 | 8,000 | 400 |
| 650-00000-37160 | W/S Penalty | 1,000 | 952 | 507 | 1,000 | 1,000 | 0 | 0 |
| 650-00000-37510 | GARB (TAXABLE) | 217,415 | 219,026 | 130,549 | 233,575 | 233,575 | 0 | 0 |
| 650-00000-37520 | RECYC (NONTAX) | 194,250 | 191,832 | 114,085 | 195,450 | 195,450 | 0 | 0 |
| 650-00000-37530 | Additional Can | 2,000 | 1,892 | 971 | 2,000 | 2,000 | 0 | 0 |
| **Total Department ALL DEPARTMENTS:** | | **429,665** | **449,161** | **261,079** | **449,025** | **458,025** | **9,000** | **2.00** |
| **Estimated Revenues** | | **429,665** | **449,161** | **261,079** | **449,025** | **458,025** | **9,000** | **2.00** |
| **Appropriations** | | | | | | | | |
| **Garbage** | | | | | | | | |
| 650-47500-00384 | Refuse/Garbage | 145,000 | 132,914 | 69,324 | 145,000 | 145,000 | 0 | 0 |
| 650-47500-00386 | Other Utilities | 65,000 | 60,212 | 25,449 | 70,000 | 70,000 | 0 | 0 |
| 650-47500-00499 | Miscellaneous | 18,500 | 10,389 | 10,077 | 20,000 | 20,000 | 0 | 0 |
| **Total Department Garbage:** | | **228,500** | **203,515** | **104,850** | **235,000** | **235,000** | **0** | **0.00** |
| **Recycling** | | | | | | | | |
| 650-47600-00101 | Full-Time Employees Regular | 19,821 | 20,406 | 11,820 | 21,906 | 22,750 | 844 | 4 |
| 650-47600-00121 | PERA | 1,487 | 1,487 | 874 | 1,620 | 1,700 | 80 | 5 |
| 650-47600-00122 | FICA | 1,517 | 1,463 | 868 | 1,653 | 1,725 | 72 | 4 |
| 650-47600-00129 | Pension Expense | 0 | 2,384 | 0 | 0 | 0 | 0 | 0 |
| 650-47600-00130 | Employer Paid Ins | 4,002 | 3,783 | 2,321 | 3,869 | 4,235 | 366 | 9 |
| 650-47600-00139 | OPEB | 0 | 131 | 0 | 0 | 0 | 0 | 0 |
| 650-47600-00309 | Contractual Services | 61,000 | 81,926 | 42,708 | 81,070 | 81,070 | 0 | 0 |
| 650-47600-00350 | Printing & Publishing | 500 | 0 | 0 | 0 | 0 | 0 | 0 |
| 650-47600-00433 | Dues, Licensing & Seminars | 160 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Department Recycling:** | | **88,487** | **111,580** | **58,591** | **110,118** | **111,480** | **1,362** | **1.24** |
| **Gatehouse** | | | | | | | | |
| 650-47700-00309 | Contractual Services | 9,000 | 8,868 | 0 | 9,000 | 9,000 | 0 | 0 |
| **Total Department Gatehouse:** | | **9,000** | **8,868** | **0** | **9,000** | **9,000** | **0** | **0.00** |
| **Organics** | | | | | | | | |
| 650-47800-00350 | Printing & Publishing | 0 | 539 | 0 | 0 | 0 | 0 | 0 |
| 650-47800-00384 | Refuse/Garbage | 100,000 | 82,238 | 42,865 | 90,000 | 90,000 | 0 | 0 |
| 650-47800-00386 | Other Utilities | 1,200 | 1,150 | 493 | 1,200 | 1,200 | 0 | 0 |
| **Total Department Organics:** | | **101,200** | **83,927** | **43,358** | **91,200** | **91,200** | **0** | **0.00** |
| **Appropriations** | | **427,187** | **407,890** | **206,799** | **445,318** | **446,680** | **1,362** | **0.31** |
| **Fund 650 - SOLID WASTE:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **429,665** | **449,161** | **261,079** | **449,025** | **458,025** | **9,000** | **2.00** |
| **TOTAL APPROPRIATIONS** | | **427,187** | **407,890** | **206,799** | **445,318** | **446,680** | **1,362** | **0.31** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **2,478** | **41,271** | **54,280** | **3,707** | **11,345** | **7,638** | |

# Cable Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **CABLE TV** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **ALL DEPARTMENTS** | | | | | | | | |
| 235-00000-36210 | Interest Earnings | 0 | 2,163 | 850 | 0 | 1,200 | 1,200 | 0 |
| 235-00000-38050 | franchise Fees | 75,000 | 77,728 | 33,694 | 78,000 | 73,000 | (5,000) | (6) |
| **Total Department ALL DEPARTMENTS:** | | **75,000** | **79,891** | **34,544** | **78,000** | **74,200** | **(3,800)** | **(4.87)** |
| **Estimated Revenues** | | **75,000** | **79,891** | **34,544** | **78,000** | **74,200** | **(3,800)** | **(4.87)** |
| **Appropriations** | | | | | | | | |
| **General Department** | | | | | | | | |
| 235-40000-00101 | Full-Time Employees Regular | 24,620 | 24,571 | 17,029 | 31,925 | 34,300 | 2,375 | 7 |
| 235-40000-00121 | PERA | 1,847 | 1,843 | 1,277 | 2,394 | 2,575 | 181 | 8 |
| 235-40000-00122 | FICA | 1,884 | 1,862 | 1,291 | 2,442 | 2,625 | 183 | 7 |
| 235-40000-00130 | Employer Paid Ins | 4,795 | 4,859 | 3,277 | 5,715 | 6,295 | 580 | 10 |
| 235-40000-00200 | Office Supplies (GENERAL) | 200 | 0 | 0 | 200 | 0 | (200) | (100) |
| 235-40000-00210 | Operating Supplies (GENERAL) | 300 | 99 | 28 | 300 | 200 | (100) | (33) |
| 235-40000-00302 | Consultants | 24,400 | 24,150 | 14,200 | 26,500 | 26,500 | 0 | 0 |
| 235-40000-00309 | Contractual Services | 1,000 | 60 | 4,984 | 1,000 | 1,000 | 0 | 0 |
| 235-40000-00331 | Mileage & Expense Account | 1,000 | 0 | 0 | 1,000 | 500 | (500) | (50) |
| 235-40000-00404 | Repairs/Maint - Machin/Equip | 2,000 | 1,000 | 0 | 1,500 | 1,000 | (500) | (33) |
| 235-40000-00433 | Dues, Licensing & Seminars | 4,800 | 948 | 85 | 5,500 | 5,400 | (100) | (2) |
| 235-40000-00434 | Training and schools | 1,500 | 849 | 0 | 1,715 | 1,740 | 25 | 1 |
| 235-40000-00499 | Miscellaneous | 0 | 30 | 0 | 0 | 0 | 0 | 0 |
| 235-40000-00540 | Equipment | 2,000 | 6,994 | 0 | 3,500 | 2,000 | (1,500) | (43) |
| 235-40000-00720 | Operating Transfers - Equip. | 5,000 | 5,000 | 0 | 5,000 | 5,000 | 0 | 0 |
| **Total Department General Department:** | | **75,346** | **72,265** | **42,171** | **88,691** | **89,135** | **444** | **0.50** |
| **Appropriations** | | **75,346** | **72,265** | **42,171** | **88,691** | **89,135** | **444** | **0.50** |
| **Fund 235 - CABLE TV:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **75,000** | **79,891** | **34,544** | **78,000** | **74,200** | **(3,800)** | **(4.87)** |
| **TOTAL APPROPRIATIONS** | | **75,346** | **72,265** | **42,171** | **88,691** | **89,135** | **444** | **0.50** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **(346)** | **7,626** | **(7,627)** | **(10,691)** | **(14,935)** | **(4,244)** | |

# Cemetery Preliminary Budget

| GL Number | Description | 2023 Original Budget | 2023 Activity | 2024 Activity | 2024 Original Budget | 2025 STAFF REVIEW | 2025 STAFF REVIEW Amt Change | 2025 STAFF REVIEW % Change |
|---|---|---|---|---|---|---|---|---|
| **CEMETERY** | | | | | | | | |
| **Estimated Revenues** | | | | | | | | |
| **ALL DEPARTMENTS** | | | | | | | | |
| 232-00000-34941 | Cemetary Lot Sales | 5,472 | 18,068 | 7,747 | 6,019 | 13,000 | 6,981 | 116 |
| 232-00000-36210 | Interest Earnings | 0 | 1,387 | 634 | 0 | 1,000 | 1,000 | 0 |
| **Total Department ALL DEPARTMENTS:** | | **5,472** | **19,455** | **8,381** | **6,019** | **14,000** | **7,981** | **132.60** |
| **Estimated Revenues** | | **5,472** | **19,455** | **8,381** | **6,019** | **14,000** | **7,981** | **132.60** |
| **Appropriations** | | | | | | | | |
| **General Department** | | | | | | | | |
| 232-40000-00101 | Full-Time Employees Regular | 7,342 | 7,681 | 4,102 | 7,634 | 7,900 | 266 | 3 |
| 232-40000-00121 | PERA | 551 | 532 | 295 | 550 | 575 | 25 | 5 |
| 232-40000-00122 | FICA | 562 | 513 | 294 | 561 | 580 | 19 | 3 |
| 232-40000-00130 | Employer Paid Ins | 974 | 998 | 605 | 1,012 | 1,100 | 88 | 9 |
| **Total Department General Department:** | | **9,429** | **9,724** | **5,296** | **9,757** | **10,155** | **398** | **4.08** |
| **Appropriations** | | **9,429** | **9,724** | **5,296** | **9,757** | **10,155** | **398** | **4.08** |
| **Fund 232 - CEMETERY:** | | | | | | | | |
| **TOTAL ESTIMATED REVENUES** | | **5,472** | **19,455** | **8,381** | **6,019** | **14,000** | **7,981** | **132.60** |
| **TOTAL APPROPRIATIONS** | | **9,429** | **9,724** | **5,296** | **9,757** | **10,155** | **398** | **4.08** |
| **NET OF REVENUES & APPROPRIATIONS:** | | **(3,957)** | **9,731** | **3,085** | **(3,738)** | **3,845** | **7,583** | |

**RESOLUTION NO. 34-2024**
**RESOLUTION CERTIFYING TO THE COUNTY AUDITOR**
**THE PRELIMINARY PROPERTY TAX LEVY PAYABLE FOR 2025**

WHEREAS, State Statutes require that the preliminary tax levy requirements to meet the annual budget be certified to the County Auditor by September 30, 2024;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the following preliminary tax levy requirements be and they hereby are adopted for the year payable 2025.

BE IT FURTHER RESOLVED that the Auditor of Hennepin County is hereby authorized to cancel all other levies previously scheduled to be collected in 2025 due to an accumulation of sufficient reserves in each fund:

| | **Description** | **2024** | **2024** |
|---|---|---|---|
| General Fund Levy | | $ 5,964,091 | $ 6,462,880 |
| | City Infrastructure | $ 502,015 | $ 502,000 |
| | | | |
| Total Levy | | $ 6,466,106 | $ 6,964,880 |
| | | | |

BE IT FURTHER RESOLVED that the City Manager is hereby directed to forward a certified copy of this Resolution to the Auditor of Hennepin County.

Adopted by the Wayzata City Council this 3rd day of September, 2024.

ATTEST:

Mayor Pro-Tem Alex Plechash

City Manager Jeffrey Dahl

**CERTIFICATION:**
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution Adopted:

I, hereby certify that the attached and foregoing Resolution is a true and correct copy of the Resolution duly adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 3, 2024.

_____
Kathy Leervig, City Clerk

SEAL

**RESOLUTION NO. 35-2024**

**RESOLUTION ADOPTING THE 2025 PRELIMINARY BUDGETS**

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the following preliminary budgets be adopted for 2025:

| | **2025 Budget** |
|---|---|
| General Fund | $9,247,211.00 |
| Liquor Fund | $8,419,775.00 |
| Marina Fund | $ 78,215.00 |
| Motor Vehicle Fund | $ 734,014.00 |
| Water Fund | $1,904,350.00 |
| Sewer Fund | $1,988,495.00 |
| Stormwater Fund | $ 295,600.00 |
| Solid Waste Fund | $ 446,680.00 |
| Cable TV Fund | $ 89,135.00 |
| Cemetery Fund | $ 10,155.00 |
| **Total** | **$23,213,630.00** |

Adopted by the Wayzata City Council this 3rd day of September, 2024.

ATTEST:

_____
Mayor Pro-Tem Alex Plechash

_____
City Manager Jeffrey Dahl

**CERTIFICATION:**
Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution Adopted.

I, hereby certify that the attached and foregoing Resolution is a true and correct copy of the Resolution duly adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 3, 2024.

_____
Kathy Leervig, City Clerk

SEAL