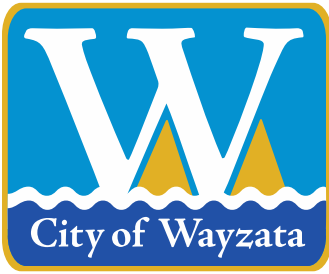


Wayzata City Council Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, July 7, 2015
5:00 PM

WORKSHOP TOPICS FOR DISCUSSION:

1. Long Lake Police Contract – Page 2
2. Update on Hwy 12 Frontage Property Matters – Page 9
3. Lakewest Development Co LLC – Development Concept for 1405 and 1407 Holdridge Terrace – Page 13



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:

Ken Willcox

City Council:

Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:

Heidi Nelson

To: Mayor Willcox and Councilmembers

From: Heidi Nelson, City Manager
Mike Risvold, Chief of Police
Don Uram, Director of Administrative Services

Date: July 1, 2015

Re: Long Lake Law Enforcement Services Contract

In 2010, the City entered into a contract with Long Lake to provide Law Enforcement Services. Two key provisions in the contract include Term and Compensation. Both are summarized below:

- **Term:** The initial term of the contract was for three years beginning in 2011 and terminating at the end of 2013. The contract provided for successive rolling three year terms automatically unless either party notified the other of the intent to terminate by August 15. If that occurred, the contract would terminate two years from the end of the current year. Long Lake would be obligated to reimburse Wayzata for any unemployment insurance payments directly resulting from this termination. The current contract runs through December 31, 2017.
- **Compensation:** The contract stipulated a payment of \$280,000 in 2011 and \$285,000 in 2012. Beginning in 2013, the increase over the previous year's payment was tied to CPI but in no case less than 3% or more than 5%. Since 2013, the year over year increase has been 3%. The 2015 contract amount is \$311,427.

Recently, staff met with the Long Lake City Administrator Scott Weske to discuss any concerns or needs that the City may have that we could address via a contract amendment. According to Scott, the law enforcement services that Wayzata provides is exceptional but that cost is a concern. In response, we did an analysis of our costs to provide the service. With five years of contract experience, our cost data indicated that we could provide this service to Long Lake beginning in 2016 for \$285,000. We have also established a contingency that that would allow us to deal with any changes or a termination of the contract. Also discussed was our offer to assist Long Lake with ordinance preparation and updates including a Crime Free Multi-Family Housing ordinance and with regulations governing massage oriented businesses. This service is an added value and may help Long Lake manage their code enforcement costs.

Based on our discussion, a term sheet was prepared that proposed a revision to the terms and compensation (attached). In general, the proposal reduces the current cost of the contract, increases the length of the contract (either 6 or 10 years), freezes the cost for either two or three years (depending on term), and reduces the minimum amount of increase going forward from 3% to 2%. Staff is also proposing to reduce Long Lake's responsibility for the payment of unemployment insurance from 100% currently to 50% with a 6 year contract and to 0% with a ten year contract. The other provision in the contract that staff is recommending be changed is the notice of termination. Staff is recommending a three year notice. A three year notice is preferable because it coincides with equipment purchases. Advantages to both communities of an amended contract per the term sheet include:

Long Lake

- Savings over the next two years of \$81,163
- Reduction in unemployment compensation responsibility
- Assistance with specific ordinance revisions
- Substantial long term savings over the term of the six or ten year contract

Wayzata

- Long term commitment
- Stability in work force
- Improved planning capabilities for capital expenditures
- Continued opportunity to provide services to neighboring jurisdiction

June 22, 2015

Draft Term Sheet for Law Enforcement Services (Subject to City Council Review and Approval)

2. Term: The initial term of this agreement shall be for a period of ten (10) years commencing on January 1, 2016 and terminating on December 31, 2025. The agreement shall renew for successive five (5) year terms automatically unless either party notifies the other in writing three (3) years prior to the expiration of the contract.

2. Term: The initial term of this agreement shall be for a period of six (6) years commencing on January 1, 2016 and terminating on December 31, 2021. The agreement shall renew for successive three (3) year terms automatically unless either party notifies the other in writing three (3) years prior to the expiration of the contract. Upon termination, Long Lake shall pay Wayzata for 50% of any unemployment insurance payments directly resulting from the termination of this agreement.

3. Compensation: For 2016, 2017, and 2018, Long Lake shall pay Wayzata \$285,000. For 2019 and each year thereafter, the cost will increase by the following:
2019 – 2%
2020 – 2%
2021 thru 2025 – annual Consumer Price Index (CPI) rate change for the Minneapolis/St. Paul metro area, but in no event shall such increase be less than 2% or greater than 5% over the previous year.

Payment shall be made monthly in equal installments.

3. Compensation: For 2016 and 2017, Long Lake shall pay Wayzata \$285,000. For 2018 and each year thereafter, the cost will increase by the following:
2018 – 2%
2019 – 2%
2020 and 2021 – annual Consumer Price Index (CPI) rate change for the Minneapolis/St. Paul metro area, but in no event shall such increase be less than 2% or greater than 5% over the previous year.

Payment shall be made monthly in equal installments.

In addition, we are able to provide assistance with ordinance preparation and updates including a Crime Free Multi-family Housing ordinance and regulations governing massage oriented businesses.

1 **CONTRACT FOR LAW ENFORCEMENT SERVICES**
2
3

4 THIS AGREEMENT is made and entered into effective this 1st day of January, 2011 by
5 and between the City of Long Lake and the City of Wayzata, both municipal
6 corporations and political subdivisions of the State of Minnesota.
7

8
9 WITNESSETH:

10
11 WHEREAS, Wayzata currently maintains a police department in accordance with
12 Minnesota Statutes, § 412.221., and;
13

14 WHEREAS, Long Lake has the same authority under law to maintain a police
15 department, and formerly contracted with the City of Orono for its police services, and;
16

17 WHEREAS, Minnesota Statutes, § 471.59 authorizes the Cities to enter into an
18 agreement whereby Wayzata will provide contracted police services to the City of Long
19 Lake and perform on behalf of Long Lake any service or function which the City would
20 be authorized to itself provide, including law enforcement services, and,
21

22 WHEREAS, the Cities are desirous of entering into an agreement whereby Wayzata
23 shall provide law enforcement services to Long Lake
24

25 NOW THEREFORE, pursuant to the terms and conditions as hereinafter set forth, it is
26 agreed by and between the parties as follows:
27

28 1. PURPOSE. The purpose of this Agreement is to establish the terms and
29 conditions by which Wayzata will provide law enforcement services to Long Lake.
30

31 2. TERM: The initial term of this agreement shall be for a period commencing on
32 January 1, 2011 and terminating on December 31, 2013. The agreement shall
33 renew for successive rolling three year terms automatically unless either party
34 notifies the other in writing on or before August 15 of the current contract year, in
35 said event the contract will terminate without further action of the parties two
36 years hence from the end of the current year. Upon termination, Long Lake will
37 reimburse Wayzata for any unemployment insurance payments directly resulting
38 from the termination of this agreement.
39

40 3. COMPENSATION: For 2011 Long Lake shall pay Wayzata \$280,000 and
41 \$285,000 for 2012. For 2013 and each year thereafter, the cost will increase
42 over the previous year's compensation by the annual Consumer Price Index
43 (CPI) rate change for the Minneapolis/St. Paul Metro areas as established by the
44 United States Department of Labor, but in no event shall such increase be less
45 than 3% or greater than 5% over the previous year. Payment shall be made
46 monthly in equal installments.

- 1
2 4. SERVICES: Wayzata will provide all-inclusive police services to Long Lake to
3 the same extent it provides those services within Wayzata, including without
4 limitation patrol, routine and emergency call response, traffic enforcement and
5 management, administrative services, employee or applicant background
6 checks, animal control and impound services, liquor, tobacco and other licensing
7 and compliance check services, parking enforcement, criminal investigations,
8 crime prevention, and all other policing functions currently or subsequently
9 provided by the Wayzata Police Department.
- 10
11 5. SPECIAL EVENTS SERVICES: Special Events will be reviewed by the police
12 chief or designee. The police chief shall determine if additional uniformed
13 officer presence is needed and the fees for these additional services will be paid
14 by the permittee to the city of Wayzata in accordance with the city of Wayzata fee
15 schedule and the Wayzata Police Department labor agreement.
- 16
17 6. PATROL SERVICES: Wayzata agrees to provide general police patrol services
18 within Long Lake to the same extent as within Wayzata. This commitment to
19 patrol the combined area as a single jurisdiction does not preclude the
20 establishment of patrol zones provided the same level of service is provided
21 within each zone.
- 22
23 7. REPORTS AND COMMUNICATION: The Police Chief shall make periodic
24 reports to Long Lake and be available on a reasonable basis with reasonable
25 advance notice to attend Council meetings or other gatherings to report on police
26 and related law enforcement activities and issues.
- 27
28 8. LAW ENFORCEMENT AGENCY RESPONSIBILITIES. Wayzata and the
29 Wayzata Police Chief shall provide and assign such personnel as they deem
30 necessary to carry out the provisions of this Agreement and shall be solely
31 responsible for the selection, training, management and activities of Wayzata
32 employees providing services under this Agreement. All personnel providing
33 service under this Agreement shall in all respects be Wayzata employees and
34 shall be subject to all administrative policies, rules, personnel plans, regulations,
35 and pay plans, including all employee benefits of Wayzata. Wayzata shall be
36 responsible for the enforcement of all its employment policies and shall be
37 responsible for insuring compliance with all such policies, collective bargaining
38 agreements, regulations, and rules including discipline and discharge.
- 39
40 9. HOLD HARMLESS. Long Lake shall not be liable for compensation or indemnity
41 to any Wayzata employee for injury or sickness arising out of the scope of
42 employment, nor for any claims by other person arising out the performance of
43 this Agreement by Wayzata personnel, and Wayzata agrees to indemnify and
44 hold harmless Long Lake against any such claims.
- 45
46 10. FINES, FORFEITURE and FEES: All fines and revenue from forfeitures or fees

collected by Wayzata or the Wayzata Police Department as a result of services it provides Long Lake under this Agreement shall be credited to the amount Long Lake is to pay Wayzata under this Agreement except for jail booking charges or reimbursement for special services agreed to by the two cities shall also be the responsibility of Long Lake. Except as provided in this Agreement, no other costs shall be the responsibility of Long Lake.

11. DATA PRACTICES. The Wayzata Police Chief shall comply with the Minnesota Government Data Practices Act and shall be the Responsible Authority and Compliance Official for any requests for data arising out of this Agreement or services performed hereunder.

12. COMPLAINTS. Long Lake shall forward any and all complaints regarding law enforcement services in the City to the Wayzata Police Chief, who shall be responsible as the Chief Law Enforcement Officer for compliance with any and all state and federal regulations applicable to law enforcement agencies.

13. APPLICABLE LAWS. This Agreement shall be interpreted under and in accordance with the law of the State of Minnesota.

14. SEVERABILITY. If it should appear that any of the terms hereof are in conflict with any rule or law or statutory provision of the State of Minnesota or are otherwise declared null and void by any Court of competent jurisdiction, then such terms shall be deemed inoperative and null and void without invalidating or otherwise affecting the remaining provisions of this Agreement.

15. AMENDMENTS. Any amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and signed by the parties.

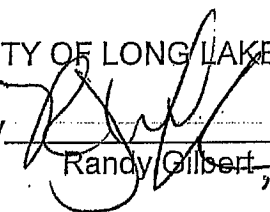
16. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the parties and shall supersede all oral agreements and negotiations between the parties relating to the subject matter herein.

17. NON-DISCRIMINATION. The parties are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, or sexual orientation.

IN WITNESS WHEREOF, The parties have hereunto set their hand on the dates below written.

Dated: 10/19/10

CITY OF LONG LAKE

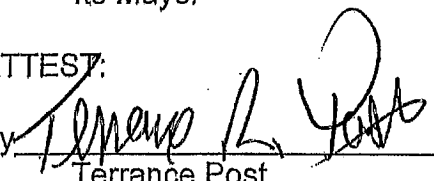
By 

Randy Gilbert, City Mayor

Its Mayor

ATTEST:

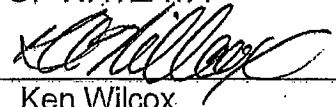
By


Terrance Post
Administrator

Dated: 10/26/2010

CITY OF WAYZATA

By

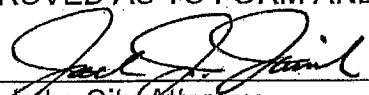

Ken Wilcox
Its Mayor

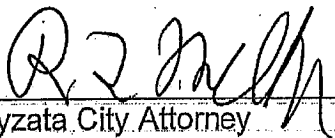
ATTEST:

By


Al Orsen
Its City Manager

APPROVED AS TO FORM AND EXECUTION


Long Lake City Attorney


Wayzata City Attorney

BEST & FLANAGAN

Memorandum

DATE: July 1, 2015
TO: Wayzata City Council
FROM: Wayzata City Attorney
REGARDING: Update on Hwy 12 Frontage Property Matters

Here is a summary on recent developments related to property along the Highway 12/I-394 frontage road (shown on the attached exhibits). The City's interests in the property relate to (1) "turn back" obligations of MN DOT under a 1985 Construction Cooperative Agreement; (2) recent discussions about possible new locations for cell towers, including the east end lift station parcel; and (3) the City's litigation settlement obligations to facilitate the transfer of certain MN DOT-owned property to the Unitarian Universalist Church of Minnetonka (UUCM). City staff has had discussions and meetings with key MN DOT personnel, including those working on the turn back and the sale of the property that UUCM is interested in acquiring.

"Turn Back" of Hwy 12 frontage road to the City:

- MN DOT has reaffirmed its obligation under 1985 Cooperative Construction Agreement to turn back the right of way associated with the frontage road to the City. They said it was probably just not picked up by the right department after the project was done, but they have now put things in motion to effectuate the turn back.
- Due to the backlog at MN DOT for these types of turn backs, it probably won't go through until Spring 2016.
- The basic process involves MN DOT issuing a "Notice of Release," followed two weeks later by a "Quit Claim Deed to the City".
- If we need to, MN DOT can try to expedite the process but have told us they'd rather not unless there was a real need to do so.
- MN DOT would also like to cover (with this turn back to the City of Wayzata) any other areas of "MN DOT roadway" within the City (including the north frontage road on the north side of TH 12) that the City has been maintaining.
- MN DOT's turn back obligations do not include all of the property that was acquired by MN DOT as part of the original 394 project; it will only include the

roadway and whatever right of way is needed to maintain the road going forward. Any of the excess property, such as the parcels UUCM is interested in, would need to be purchased from MN DOT. MN DOT can only give property to the City for a “public transportation purpose”.

UUCM Settlement Parcels:

- We should have an offer from MN DOT to sell the larger east parcel within the next week or so. The offer has been approved as of the date of this memo and the formal offer is being put together.
- We have been told the offer price will be the \$212,000 appraisal figure.
- MN DOT won't sell just a piece of the property UUCM wishes to acquire because it would make the remaining parcel unbuildable.
- MN DOT said title to the west parcel is clouded such that MN DOT is not shown as the fee owner; thus, MN DOT can't legally sell it without first clearing that up via a “preceding subsequent”, a legal action that has to run through the MN Attorney General's Office; MN DOT has no control over this process but has been following up with the AG's Office. The latest communications from the AG to MN DOT are that they will move on this request, as it's taking way too long.
- When it happens, the preceding subsequent should resolve the title issue either way (MN DOT gets clear title and can sell to the City, or it doesn't, in which case the City's obligations to acquire the parcel from MN DOT for UUCM will be done).

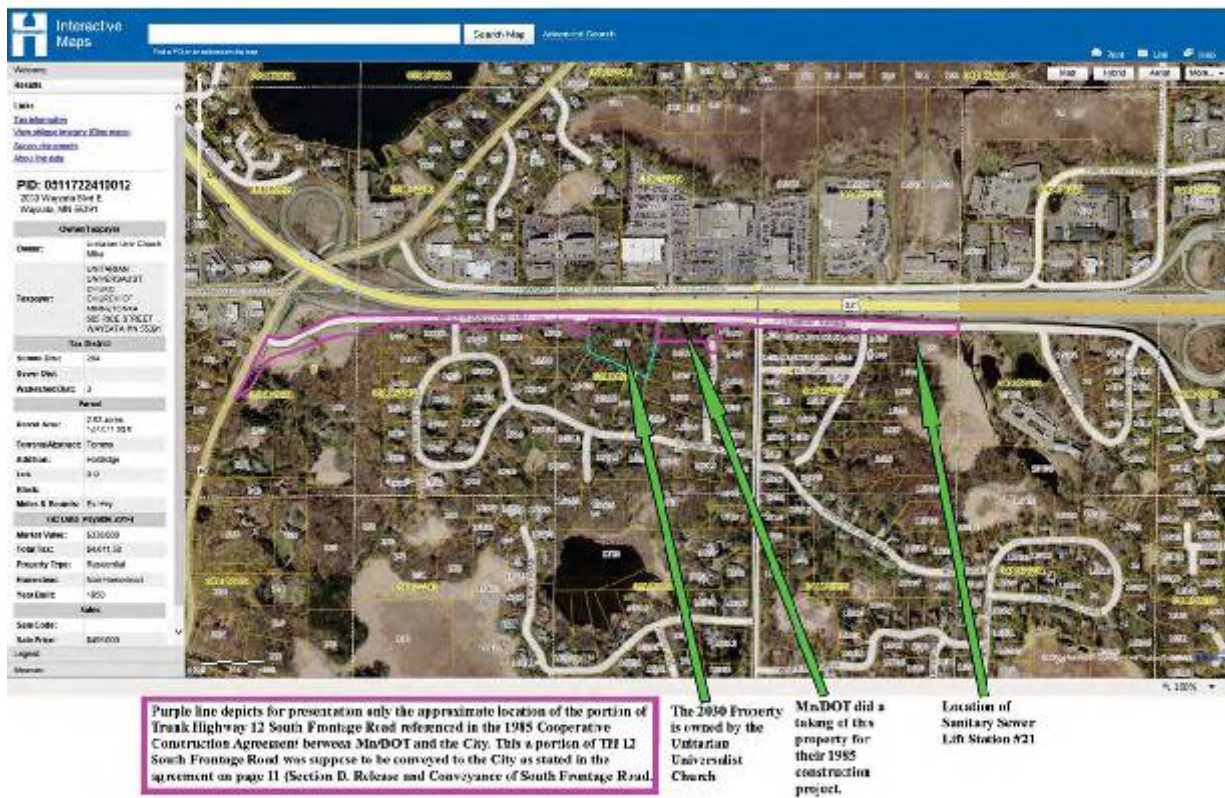
East End Lift Station Parcel:

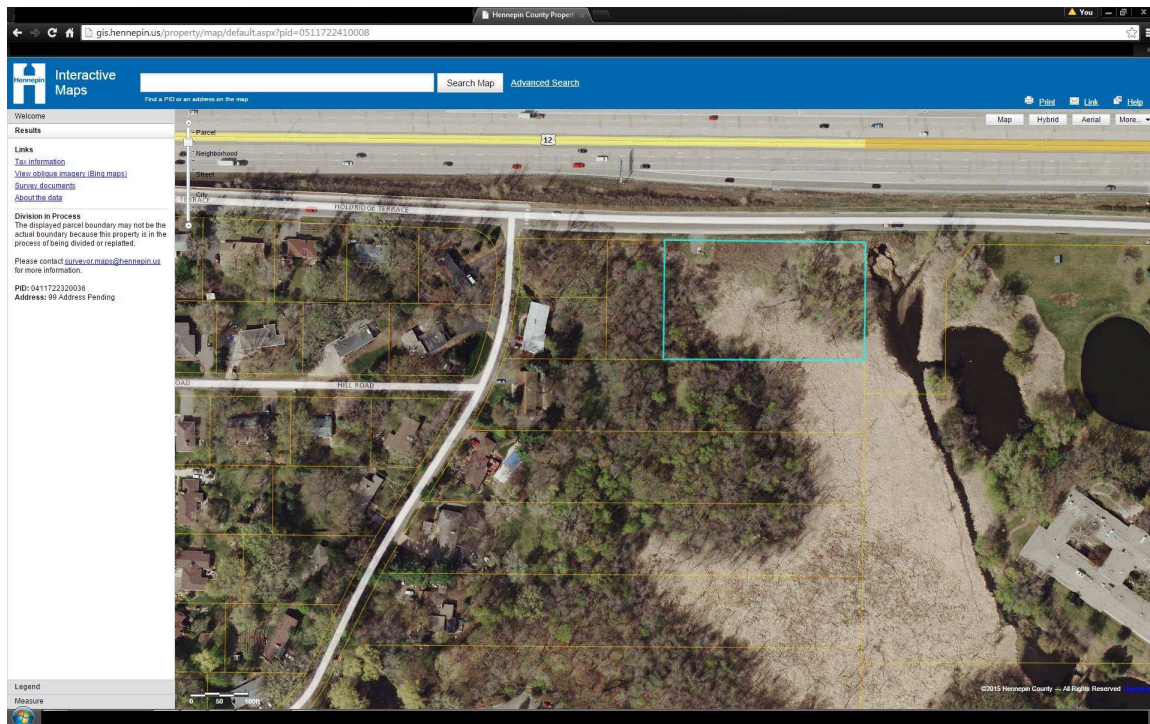
- Part of the City's lift station falls on the Hwy 12 ROW that will be transferred to the City, and part falls in a larger easement area that MN DOT agreed recently to transfer to Lake West Development, LLC.
- MN DOT confirmed that their conveyance to Lake West is subject to an easement for existing utilities, which would include the lift station.
- If the City wishes to use part of the property for a cell tower site, the City would need buy any additional, necessary property rights from the current property owner.

To summarize:

The Hwy 12 Frontage Road turn back is scheduled to be completed by Spring 2016; if we want to expedite this, we can ask MN DOT to do so, but they'd rather not. We should have an offer on the east UUCM settlement parcel by next week, and more info on the west parcel when the preceding subsequent, which is out of our control, is finished. The City has property rights that cover the lift station as part of the turn back and transfer deed to Lake West Development; however, we likely would not have the property rights needed for a cell tower.

EXHIBITS





000043/480049/2164250_2

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Bryan Gadow, Director of Planning and Building
Date: July 1, 2015
Re: 1405-1407 Holdridge Terrace – Townhome Concept Workshop

In January of 2014, the City Council approved an application for a three (3) lot subdivision, with conditions, of 1409 Holdridge Terrace by Lakewest Development Co, LLC.

Lakewest Development Co, LLC has requested a workshop with the City Council to discuss a potential concept plan for the lots on 1405 and 1407 Holdridge Terrace for a ten (10) unit detached townhome project. These lots face the frontage road and the adjacent MnDOT ROW.

Lakewest Development Co, LLC is requesting City Council feedback as they determine whether to pursue a formal application. The area is guided for low density single family in the Comprehensive Plan, and zoned R-2A.

If this potential concept were to move forward, the application would need to include a request to amend the Comprehensive Plan to Medium Density Multiple Family, a rezoning to the medium density zoning category, approval of a replatting of the lots for the ten townhomes, design review, and site plan review.

Attached to this memo is a narrative letter from Lakewest Development Co LLC describing the request, and a concept site plan.

May 26, 2015

Heidi Nelson, City Manager
City of Wayzata
600 Rice Street East
Wayzata, MN 55391

RE: 1409 Holdridge Detached Townhome Concept Plan

Dear Heidi,

We look forward to presenting a concept plan featuring 10 detached townhomes at 1409 Holdridge Terrace on June 16, 2015 at the City Council work session.

Lakewest has developed a plan that features a high-quality townhome product fronting Highway 12. The proposed project would increase the tax base while remaining within the Comprehensive Plan's density range for single family residential homes. The Comprehensive Plan supports preserving the low-density residential districts within the community while acknowledging the limited land available for development. This plan preserves a low-density feel, while maximizing increased tax base for the City.

While a lower density option for the project was originally proposed for the property, the highway adjacency and nearby commercial districts create less demand for a typical single family home. A detached townhome product would provide more options for high-end home buyers who are looking for a single family feel, but want less square-footage. Townhomes at this location would cater to empty-nesters and younger users who are looking for the convenience of highway and commercial uses and provide a buffer to adjacent single family homes from the neighboring highway.

Lakewest has been working with the Minnesota Department of Transportation to vacate the right-of-way in the Northeast corner of the site. We anticipate that the right-of-way will be vacated in early summer, which would provide access to the entire site.

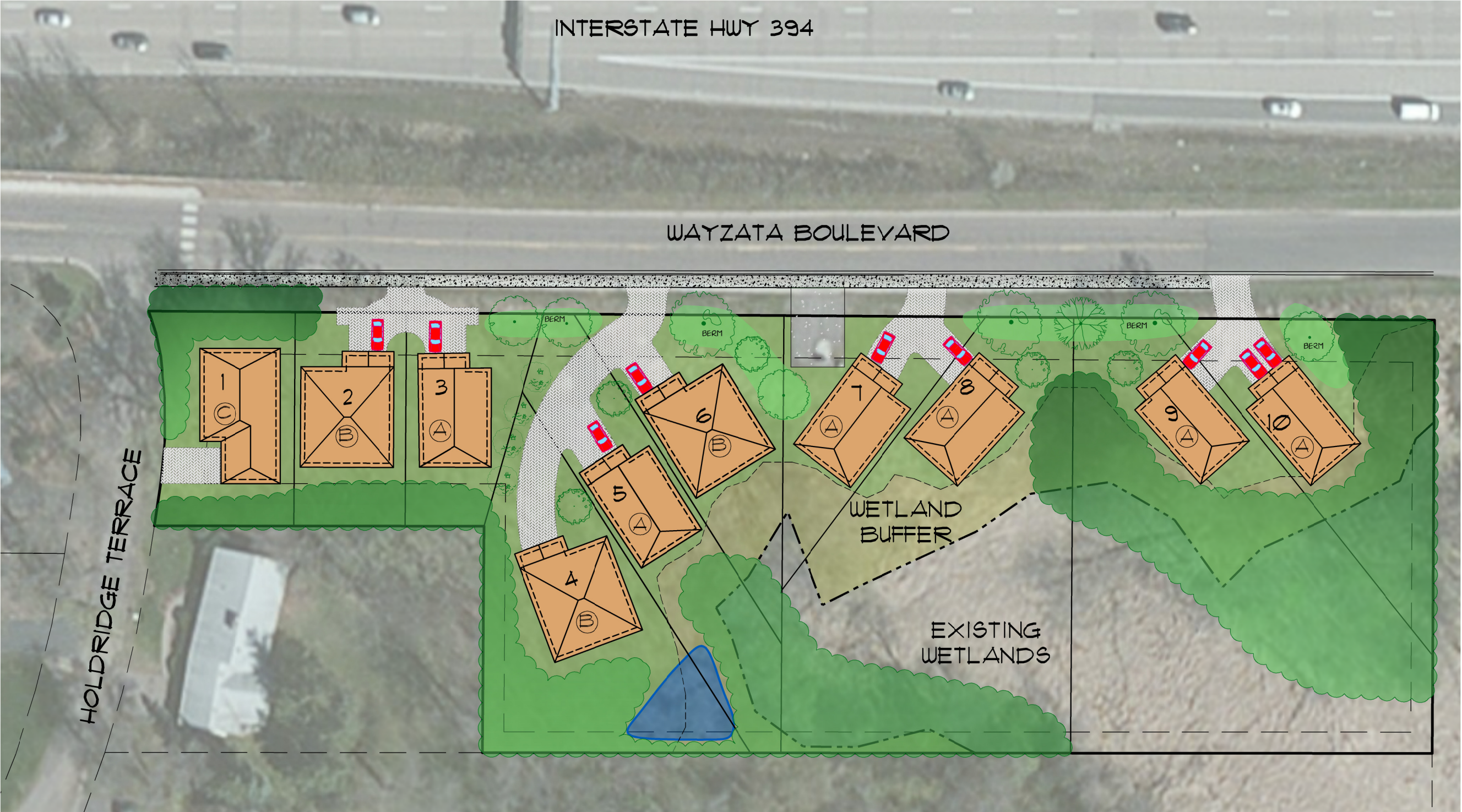
We look forward to answering your questions about how our project can help meet the demand for high-quality housing in Wayzata and hearing your feedback. Please contact me at 612-638-0227 or mmatze@landform.net with any questions.

Sincerely,
Landform



Mary Matze
MM

COPY: Bryan Gaddow, Director of Planning and Building
ENCL: Concept Plan for 1409 Holdridge Terrace



Holdridge Site
Wayzata, MN



SITE ANALYSIS

OF LOTS = 10
MODEL A = 6 LOTS
MODEL B = 3 LOTS
MODEL C (CUSTOM) = 1 LOT

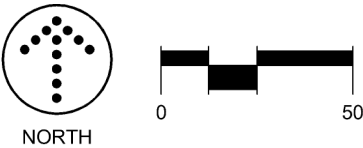
FRONT SETBACK = 20 FT
SIDE SETBACK = 10 FT
SIDE SETBACK (CORNER) = 20 FT
REAR SETBACK = 20 FT

WETLAND MANAGEMENT

WETLAND TYPE = MANAGE 2
MINIMUM BUFFER = 24 FT
BUFFER PROVIDED = 24 FT
AVERAGE BUFFER = 30 FT
BUFFER PROVIDED = 30.5 FT

LEGEND

- = GREEN SPACE (LANDSCAPE AREA)
- = TREE PRESEERVATION
- = BERM



DIMENSIONS

MODEL A = 30'W X 50'D
MODEL B = 40'W X 50'D
MODEL C = 34'W X 60'D



CONCEPT B
MEDIUM FAMILY RESIDENTIAL