

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, September 15, 2015

4:30 PM Dinner Available for Wayzata City Council - Conference Rm.

WORKSHOP TOPICS FOR DISCUSSION:

- 1. Fee Schedule and Equipment CIP Review (5:00 PM)**
- 2. Liquor Operations Budget and Draft Business Plan Review (5:45 PM or immediately following)**

7:00 PM - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	JM	AM	KW	BA	ST	VOTE	PAGE #
1	Roll Call								
2	Approve Agenda								
3	Public Forum - 15 Minutes (3 min/person)								
a.									
4	New Agenda Items (3 min/councilmember) - 1. Councilmember suggest item to add; 2. Must be seconded by another Councilmember; 3. Determine staff resources, scheduling & timeframe; 4. Discuss & vote to add to future agenda								
a.									
5	Consent Agenda								2
a.	Approval of City Council Workshop Meeting Minutes of September 1, 2015 and City Council Regular Meeting Minutes of September 1, 2015								
b.	Approval of Check Register								
c.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
d.	Police Activity Report								
e.	Building Activity Report								
6	Public Hearing								
a.	PUBLIC HEARING on Special Assessment for Lift Station 5 Project; Consider Approval of Resolution No. 33-2015 Certifying to the County Auditor Assessment for Lift Station No. 5 Project	Dudinsky							39
7	New Business								
a.	Consider Resolution 34-2015 Certifying to the County Auditor the Preliminary Property Tax Levy for 2016	McDonald							56
b.	Consider Recommendation from Lake Effect Design Selection Committee for signature project design firm	Nelson							89
c.	Review Draft Report for Downtown Parking Project	Nelson							221
d.	Consider Approval of Third Amendment to Development Agreement and CUP for Boatworks II, LLC	Schelzel							288
e.	Consider Approval of Second Amendment to Development Agreement and CUP for Clock Tower Venture LLC	Schelzel							467
f.	Approval of Contract to Provide Law Enforcement Services to the City of Long Lake for a Period of Five Years	Nelson							535
g.									
8	City Manager's Report and Discussion Items								
9	Public Forum (as necessary)								
10	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 - October 6 & 20, 2015
Planning Commission - September 21, October 5 & 19, 2015

WAYZATA CITY COUNCIL
DRAFT – WAYZATA CITY COUNCIL WORKSHOP MEETING MINUTES
September 1, 2015

5:00 PM REVIEW TREE REMOVAL REQUESTS

Mayor Willcox called the workshop meeting to order at 5:00 pm in the Community Room at Wayzata City Hall. Council Members present: Mullin, McCarthy, and Tyacke. Council Member Absent and Excused: Anderson. Also present: City Manager Nelson, Director of Public Service Dudinsky, Parks Lead Worker Kurt Klapprich, City Consultant Eric Zweber with WSB & Associates, Inc., and Management/Planning Intern Peters.

Mr. Dudinsky provided an overview about the tree maintenance activities along Lake Street from 2011 to the present. He showed pictures of an elm tree along Lake Street that the City arborist consultant recommended be removed because it is leaning severely towards Lake Street and the trunk is causing damage to the retaining wall. The Council and staff discussed our tree trimming practices.

The Council allowed several residents, who live at the Wayzata Commons, to speak on the issue of the City trees blocking the lake views along Lake Street and the Wayzata Depot.

The Council directed staff to have the City arborist consultant work with staff to do some thinning of branches on the trees in question along Lake Street. The Council also approved the removal of the elm tree on the south side of Lake Street that is leaning over the roadway. Staff stated that the tree will be removed after JJ Hill Days.

Terry Schneider, representing RBA, provided a presentation to the Council asking for the removal of certain trees near the Wayzata beach. After discussion with the City Council and staff, the Council determined none of the trees should be allowed to be removed.

5:45 PM REVIEW BELTZ BROADWAY REDEVELOPMENT CONCEPT

Mayor Willcox called the workshop meeting to order at 6:10 pm in the Community Room at Wayzata City Hall. Council Members present: Mullin, McCarthy, and Tyacke. Council Member Absent and Excused: Anderson. Also present: City Manager Nelson, Director of Public Service Dudinsky, City Consultant Eric Zweber with WSB & Associates, Inc., and Management/Planning Intern Peters.

Ms. Nelson said that staff reached out to the Beltz family to request potential concept designs for the redevelopment of properties they own adjacent to their existing commercial buildings at 701 Lake Street E. On August 13th, staff met with Mr. Beltz to review their concept designs for the redevelopment of 326 Broadway Ave. S. ("Mail Center") and 332 Broadway Ave. S. ("Gold Mine").

Mr. Beltz and his representatives presented their redevelopment concept and asked the Council to provide comments before they determine whether or not to make a formal application with the City.

The Council reviewed the redevelopment concept sketch provided by Mr. Beltz. The Council asked questions of Mr. Beltz's representatives regarding what building materials will be used, the height of the turrets, and the upper floor building setbacks. The Council stated they liked the overall concept and stated they would like to explore a public/private partnership with regards to the development of the Mill Street area and parking ramp.

6:15 PM REVIEW PARKS & TRAILS BOARD CIP REQUESTS AND 2016 EQUIPMENT REPLACEMENT SCHEDULE

Mayor Willcox called the workshop meeting to order at 6:30 pm in the Community Room at Wayzata City Hall. Council Members present: Mullin, McCarthy, and Tyacke. Council Member Absent and Excused: Anderson. Also present: City Manager Nelson, Director of Public Service Dudinsky, Senior Accountant Ovshak, City Consultant Eric Zweber with WSB & Associates, Inc., and Management/Planning Intern Peters.

Parks and Trails Chairman Dan Baasen presented some 2016 Capital Improvement Projects as recommended and proposed by the Parks & Trails Board.

The Council reviewed the information presented. There was lengthy discussion about offering Parks and Recreation programs in Wayzata for the summer of 2016, such as tennis and pickle ball lessons.

Mr. Baasen reported that he and Mr. Dudinsky had met prior to the workshop with Tim Litfin, Executive Director of Minnetonka Public Schools. Minnetonka Public Schools provides the Parks & Recreation programs for the Minnetonka School District and they are interested in possibly providing Parks & Recreation programs in Wayzata for 2016. Mr. Baasen stated the Board proposes we start with a small Parks & Recreation pilot program for 2016.

The Council generally supported the idea, and discussed funding options.

The group did not discuss the 2016 Equipment Replacement Schedule, which will be scheduled for a future workshop.

The workshop meeting was adjourned at 6:55 pm.

Respectfully submitted,

Becky Malone
Deputy City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
September 1, 2015

AGENDA ITEM 1. Call to Order and Roll Call.

Mayor Willcox called the meeting to order at 7 p.m. Council Members present: McCarthy, Mullin and Tyacke. Council member absent and excused: Anderson. Also present: City Manager Nelson, Public Works Director Dudinsky, and City Attorney Schelzel.

AGENDA ITEM 2. Approve Agenda.

Mrs. McCarthy made a motion, seconded by Mr. Tyacke, to approve the agenda, as presented. The motion carried 4/0.

Mr. Willcox reported Council met in Workshop prior to the City Council meeting and discussed tree trimming along Lake Street, a proposal for a building to be constructed on the site of the Gold Mine Antique house and reviewed the parks and trails budgets for 2016.

AGENDA ITEM 3. Public Forum – 15 Minutes (3 minutes per person)

a. Wayzata High School Football Presentation

Mr. Willcox introduced Coach Brad Anderson with the Wayzata High School Football Team. Mr. Anderson introduced the following team captains: Christian Thomas, Jake Marsh, Max Underhill, Sam Kolpin, and Corrie King. The team captains reported on how they prepared for the upcoming season as well as how they have given back to the community.

The Council thanked the players for their work with the youth in the community.

b. Consider Approval of Resolution No. 32-2015 Proclaiming the Month of September 2015 as Wayzata Kindness Month; Presentation of Resolution to Girl Scout Troop 13750

Kenzie Germanson, Orono, Louise Rosenbaum, Wayzata, and Mara Kippels, Wayzata, representing Girl Scout Troop 13750, reported to the Council they created a video, posters and stickers to promote kindness in the community.

Mr. Willcox read a comment from Councilmember Anderson that thanked the ladies for their work and expressed her support for Proclamation of Kindness Day during James J. Hill Days. Mr. Willcox then read the proclamation.

Mr. Tyacke made a motion, seconded by Mr. Mullin, to approve Resolution No. 32-2015 Proclaiming the Month of September 2015 as Wayzata Kindness Month. The motion carried 4/0.

Mr. Willcox presented the proclamation to the Girl Scout Troop.

c. Presentation of Chamber Exceptional Service Award

Becky Pierson, Greater Area Wayzata Chamber of Commerce, and Mr. Willcox presented the Exceptional Service Award to Mary Kay and Jim Kopp, owner of Ben and Jerry's. Ms. Kopp thanked the City and Chamber for this recognition.

By request of the Council, Ms. Pierson announced James J. Hill Days will be on September 11-13, 2015. She stated some new additions will be a bike ride on Saturday morning, a family friendly youth fishing championship on Sunday morning, and an event called Splash Dogs.

AGENDA ITEM 4. New Agenda Items.

None.

AGENDA ITEM 5. Consent Agenda.

- 1 Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve the consent agenda:
- 2 a. Approval of City Council Workshop Meeting Minutes of August 18, 2015 and City
 - 3 Council Regular Meeting Minutes of August 18, 2015
 - 4 b. Approval of Check Register
 - 5 c. Municipal Licenses which received administrative approval (informational only)
 - 6 d. Approval of Municipal Licenses
 - 7 e. Approval of Contract for Financial Services with Abdo, Eick & Meyers (AEM Financial
 - 8 Solutions LLC)
 - 9 f. Approval of Resolution No. 31-2015 Cancelling Scheduled General Obligation
 - 10 Improvement Bonds, Series 2010A Levy with Hennepin County
- 11 The motion carried 4/0.

12

13 **AGENDA ITEM 6. New Business.**

14 **a. Consider Resolution No. 29-2015 Approving Variance at 133 Ridgeview Drive East**

15 Mr. Schelzel reported the discussion on this resolution is being continued from the August 18,

16 2015 City Council meeting. He reminded Council the applicants, Graham and Nancy Gnos, are

17 requesting approval of a variance in order to construct an expansion to an existing garage at 133

18 Ridgeview Drive East. The requested variance would allow them to encroach into the 10-foot

19 sideyard setback to a distance of 5.6 feet. The Planning Commission recommends approval, on a

20 4-1 vote, with 1 recusal (Mr. Gnos) and 1 absence.

21 Mr. Schelzel explained that if the vote on the approval resolution is deadlocked again and

22 those voting against the approval resolution state their reasons for denial on the record, the

23 variance will be denied and the Council will have taken action for purposes of the 60 Day Rule.

24 By request of the Council, Mr. Schelzel reviewed the elements of establishing practical

25 difficulties for a variance outlined on page 51 of the meeting packet.

26 Mr. Tyacke referenced off street parking requirements in Section 801.20.9 C1 of the

27 zoning ordinance, and asked if off street parking also has a side setback of ten feet. He stated the

28 narrowness of the garage forces a car to be parked in the driveway, and this is due to a diagonal

29 property line. The owner is not meeting a 10-foot setback if they are parking the car in the

30 driveway. It is a characteristic of the property that would justify the variance.

31 Graham Gnos, 133 Ridgeview Drive, clarified where the neighbors live in relation to his

32 property. He also stated they have explored different options in getting a two-car garage on the

33 property, but that would include taking out trees, which they did not want to do as it would

34 disrupt the look and feel of the house and neighborhood.

35 Mr. Schelzel, in response to the comment by Mr. Tyacke on Section 801.20.9 C1, stated

36 staff would need to do more analysis of the application under this section, but as a general matter

37 driveways are generally not reviewed as parking areas in terms of zoning regulations. He again

38 pointed Council to the criteria for establishing practical difficulties in order to grant a variance

39 under the zoning ordinance.

40 Jane Cole, 181 Ridgeview Drive East, stated the garage had been altered by the previous

41 owner. She felt the proposal was very reasonable for this unique property and any alternative plan

42 would make the house look off balance and not be an asset to the neighborhood. Granting the

43 variance would not create a negative precedent, they are going back to the original precedent in

44 the neighborhood by having a two-car garage.

45 Mr. Tyacke stated he received a memo from the Interim City Planner that stated a double

46 garage should be a minimum of 20 feet wide and this property has been assessed for a double

47 garage.

48 Mr. Mullin asked if there is any compromise from the Council Members that do not agree

49 with this variance that could be discussed.

50 Mrs. McCarthy stated all of the elements specified in the zoning ordinance for practical

51 difficulties need to be established to satisfy the standard to grant the variance.

1 Mr. Willcox stated it is a question of principle rather than square footage. The ordinance
2 needs to be interpreted literally to uphold the principle because there is some ambiguity with the
3 ordinance.

4 Mr. Mullin stated that the garage, as is on the property, is non-conforming to the current
5 code and that is what makes these circumstances unique. This application is supported by the
6 Planning Commission. Mr. Mullin asked what the standard is for no Council action that would
7 automatically grant approval.

8 Mr. Schelzel stated there are two different rules on taking action: 1) In order for Council
9 to take action on anything, there needs to be an affirmative majority vote of Council; and, 2)
10 under state law, if Council must take action within 60 days to either approve or deny a variance
11 application and if not, the application is deemed automatically approved at the end of 60 days.
12 He further explained however that if those voting against an approval motion state their reasons
13 why they oppose the request for the record, it constitutes a denial.

14 Mr. Mullin recommended three options: 1) Move to table the application. If the majority
15 agrees, the no action provision stands; 2) If there is a motion to approve the application and it
16 deadlocks, it fails again; or, 3) A motion to deny. If that deadlocks and the facts are stated why,
17 then the Council can move on.

18 Mr. Schelzel reported that Councilmember Anderson has indicated that she will continue
19 to recuse herself from this application. Mr. Mullin withdrew his previous recommendations.

20 Mr. Willcox stated based on what he has heard, the neighborhood is better off with this
21 addition and there is enough ambiguity with the language of the ordinance as it applies to this
22 particular property and request, that he plans to vote in favor of the variance.

23 Mr. Mullin made a motion, seconded by Mr. Tyacke, to adopt Resolution No. 29-2015
24 Approving Side Yard Setback Variance at 133 Ridgeview Drive East.

25 Mrs. McCarthy stated for the record that she is not in favor of this variance because it is
26 based on economic considerations and circumstances created by a landowner. She felt it would
27 change the character of the neighborhood with the distances to lot lines. If this is allowed
28 continually, it will change the character of neighborhoods.

29 Upon roll call vote, with Mr. Mullin, Mr. Tyacke, and Mr. Willcox voting yes, and Mrs.
30 McCarthy voting no, the motion carried.

31 32 **b. Consider Ordinance to Amend Telecommunication Moratorium**

33 Mr. Schelzel reported the City has a six-month moratorium in place prohibiting any new wireless
34 communications facilities. The ordinance establishing the moratorium authorized a study to
35 determine whether, or to what extent, the City's new policies and official controls, including the
36 Zoning Ordinance, should be revised to address the wireless facilities and related services.

37 Staff is recommending the moratorium not be amended and allowed to lapse for three
38 reasons: 1) Progress has been made on the telecommunications ordinance; 2) There is a pending
39 agreement with the Wayzata Middle School for a new macro site; and, 3) The pressing need of
40 Verizon to address coverage issues in the east end of the City and relocate their former macro site
41 at Anchor Bank.

42 Mrs. McCarthy stated there is still more work to do with finalizing the
43 telecommunication ordinances and she is concerned if this moratorium were to lapse and an
44 application were to come in, it would fall under the old ordinance guidelines. She suggested
45 extending the moratorium for three more months.

46 Dan Goodmundson, 373 Park Street, stated he supports extending the moratorium.

47 Mr. Willcox stated he is not in favor of extending the moratorium because Presbyterian
48 Homes does not have cell phone service and this further delays that issue. He also stated it is
49 highly unlikely that a new vendor would approach the City knowing everything is going to be
50 changed in a few months.

Mary Bader, 117 Peavey Lane, stated she supports extending the moratorium and asked if there was any way to fix service with Presbyterian Homes without letting the moratorium expire.

Mrs. McCarthy made a motion, seconded by Mr. Mullin, to declare that an emergency still exists as declared in March 2015 in the original ordinance that imposed the moratorium.

Upon roll call vote, Mrs. McCarthy and Mr. Mullin voting yes, and Mr. Willcox and Mr. Tyacke voting no, the motion failed.

Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to amend Ordinance No. 753 On New Wireless Communications Facilities and Towers from a six-month term to a nine-month term.

Upon roll call vote, Mrs. McCarthy, and Mr. Tyacke and voting yes, and Mr. Willcox and Mr. Mullin voting no, the motion failed.

The Council recessed at 8:51 p.m. The Council reconvened at 8:57 p.m.

c. Review Letter of Intent with Wayzata School District #284 for Telecom Study

Mr. Dudinsky reported the City's communication consultants SEH recommended that the Wayzata West Middle School property be considered as the primary location for a future telecommunication macro site. Staff recommended having a feasibility study proposal prepared for City Council consideration. He stated that a Letter of Intent on the potential new macro site has been proposed and reviewed by the school district staff, and will be on the Wayzata School Board's agenda of September 14. Staff recommends approval of the Letter of Intent.

The Council asked about the timing of the project and stated there needs to be a 'Plan B' in place in case this site does not work out. Mr. Dudinsky stated timeframes of two to three years are seen as a maximum and put in the document by the attorneys for the school district. If approved, it is staff's intention to get started immediately on the feasibility study.

Mr. Schelzel stated the two to three year timeframe locks in the school to work with the City on the study and a definitive agreement for the site, and it is in the City's interest to have that timeframe last as long as possible, even if the goal is complete those items much sooner.

Mrs. McCarthy made a motion, seconded by Mr. Tyacke, to approve the Letter of Intent with Wayzata School District #284 for Telecom Study. The motion carried 4/0.

d. Consider Approval of Telecommunications Tower Feasibility Study Proposal at Wayzata West Middle School

The City's telecommunications consultants, SEH, recommended that the Wayzata Middle School property be considered as the primary location for a future macro site. The City Council directed staff to bring back a feasibility study proposal to the City Council for consideration. Staff recommends the City Council approve the feasibility study proposed by SEH in the amount of \$56,900. This study would be funded from the Telecommunications CIP Fund. It is SEH's intent to complete the study within six months.

The Council asked for clarification on the length of time for the study, and what the project schedule looks like.

Dale Romsos, SEH, 3535 Vadnais Center Drive, Vadnais Heights, stated the timing is determined by the permitting process and the discovery process of the studies. After the feasibility study, which takes about six months, it will be another three to five months to create bid documents and award the bid. After that, the build period will be about six months depending on what comes from the feasibility study. From start to finish, it will be about one year to 18 months.

Mrs. McCarthy requested SEH provide staff with information on the blended rate and how many hours per week they will be working on this project.

1 Mr. Dudinsky stated they are not familiar with these studies with the FAA so it is hard to
2 know about the fee. The lump sum fee will not be exceeded and there will be milestones along
3 the way to show what is being spent.

4 The Council asked when the findings would be reviewed with the school board. Mr.
5 Romsos stated this would be in draft form to the Council before it is brought to the school board.

6 Mr. Tyacke made a motion, seconded by Mrs. McCarthy, to approve the
7 Telecommunications Feasibility Study Proposal. The motion carried 4/0.

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

10 **a. Update on the East Neighborhood Meeting**

11 Ms. Nelson reported this meeting will take place on Wednesday, September 9, at 6:00 p.m. at the
12 Pavilion. Discussion will take place on the east buffer landscaping, landscaping the roundabout
13 and Eastman Lane, the pedestrian connections, and construction timelines.

14
15 **b. Update on Lake Effect**

16 Ms. Nelson stated at the September 15 Council meeting, the recommendation from the Lake
17 Effect Selection Design Committee will be on the regular agenda.

18 Ms. Nelson reported the Lake Effect Display will be available for viewing at James J.
19 Hill Days on Saturday from 11:00 a.m. to 6:00 p.m. and Sunday from 11:00 a.m. to 4:00 p.m.

20
21 **c. Update on Parking**

22 Ms. Nelson reported there will be a draft Programming and Predesign Report for the Council to
23 review for the Mill Street Ramp at the September 15 Council meeting.

24
25 Mrs. McCarthy stated there is concern with the progress of work on Ferndale. According to the
26 contractor, the work on Ferndale and the Peavey Bridge will not be done until next year.

27 Mr. Dudinsky stated that is not true. The Peavey Bridge will be completed this fall.

28
29 **d. Flower Pull Volunteers Needed**

30 Mr. Willcox asked for volunteers for the Flower Pull on October 24.

31
32 **AGENDA ITEM 8. Public Forum Continued (if necessary).**

33 There were no comments.

34
35 **AGENDA ITEM 9. Adjournment.**

36 Mrs. McCarthy made a motion, seconded by Mr. Tyacke to adjourn. There being no further
37 business, Mr. Willcox adjourned the meeting at 9:25 p.m.

38
39 Respectfully submitted,

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41
42
43 Becky Malone
44 Deputy City Clerk

45
46 Drafted by Shannon Schmidt
47 *TimeSaver Off Site Secretarial, Inc.*
48

***Check Detail Register©**

August 2015 to September 2015

		Check Amt	Invoice	Comment
10100 Anchor Bank				
Paid Chk#	099845	8/28/2015	ACME TOOLS	
E 101-43100-240	Small Tools and Minor Equip	\$85.49	3596645	TOOLS
Total ACME TOOLS		\$85.49		
Paid Chk#	099846	8/28/2015	AIRTECH	
E 437-40000-404	Repairs/Maint - Machin/Equip	\$177.00	23281	LIBRARY REPAIRS
Total AIRTECH		\$177.00		
Paid Chk#	099847	8/28/2015	AK INVESTMENTS, INC	
G 101-20310	Escrow	\$4,437.38	REFUND	141 & 151 CENTRAL AVE VARIANCE APP/ESCROW REFUND
Total AK INVESTMENTS, INC		\$4,437.38		
Paid Chk#	099848	8/28/2015	ANDERSON, KIM	
E 101-41910-492	HPB	\$247.00	REIMB.	HPB JJ HILL DAYS EXPENSES
Total ANDERSON, KIM		\$247.00		
Paid Chk#	099849	8/28/2015	BCLW INVESTMENTS, LLC	
R 101-00000-34106	Project Inspection	(\$560.00)	REFUND	310 BUSHAWAY RD SUBDIVISION APP/ESCROW REFUND
G 101-20310	Escrow	\$4,949.40	REFUND	310 BUSHAWAY RD SUBDIVISION APP/ESCROW REFUND
Total BCLW INVESTMENTS, LLC		\$4,389.40		
Paid Chk#	099850	8/28/2015	BEST & FLANAGAN	
E 407-40000-304	Legal Fees	\$2,700.00	453475	TELECOM
E 407-40000-304	Legal Fees	\$600.00	453480	TELECOM
G 101-20310	Escrow	\$150.00	453482	133 RIDGEVIEW ESCROW PROJECT
E 407-40000-304	Legal Fees	\$2,262.00	453485	TELECOM
Total BEST & FLANAGAN		\$5,712.00		
Paid Chk#	099851	8/28/2015	BETH, GERALD O	
E 640-48000-341	General Promotions	\$175.00	9/1/15	BAR MUSIC 9/1/15
Total BETH, GERALD O		\$175.00		
Paid Chk#	099852	8/28/2015	BIFFS, INC.	
E 101-45200-415	Other Equipment Rentals	\$62.50	W571496	PARKS SERVICE
E 101-45200-415	Other Equipment Rentals	\$92.50	W571497	PARKS SERVICE
Total BIFFS, INC.		\$155.00		
Paid Chk#	099853	8/28/2015	CALTRELL	
E 101-45200-222	Repair & Maint - Equip	\$24.53	28419	PARTS
Total CALTRELL		\$24.53		
Paid Chk#	099854	8/28/2015	CAVANAUGH, PAT	
G 101-20310	Escrow	\$2,775.00	REFUND	VARIAN APP/ESCROW REFUND
Total CAVANAUGH, PAT		\$2,775.00		
Paid Chk#	099855	8/28/2015	COMMERCIAL ASPHALT CO.	
E 430-40000-309	Contractual Services	\$1,152.23	150815	ASPHALT
Total COMMERCIAL ASPHALT CO.		\$1,152.23		
Paid Chk#	099856	8/28/2015	COPPIN SEWER & WATER	
G 101-20300	Deposits Payable	\$1,019.00	REFUND	STREET CUT PERMIT #56-15 REFUND
R 101-00000-34190	Charges for Services/Gen Gov	(\$210.00)	REFUND	STREET CUT PERMIT #56-15 REFUND
Total COPPIN SEWER & WATER		\$809.00		
Paid Chk#	099857	8/28/2015	DESIGNLINE PRODUCTS GROUP	

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***Check Detail Register©**

August 2015 to September 2015

			Check Amt	Invoice	Comment
E 233-40000-540	Equipment		\$1,745.60	00104129	PICNIC TABLES FOR BEACH
Total	DESIGNLINE PRODUCTS GROUP		\$1,745.60		
Paid Chk#	099858	8/28/2015	EMERGENCY RESPONSE SOLUTIONS		
E 610-40000-225	Repair & Maint - System		\$66.34	4596	PARTS
E 610-40000-225	Repair & Maint - System		\$65.56	4611	PARTS
otal	EMERGENCY RESPONSE SOLUTIONS		\$131.90		
Paid Chk#	099859	8/28/2015	GRAINGER, INC.		
E 650-47500-230	Trash Receptacles		\$3,668.70	9812816388	TRASH CANS
E 650-47500-230	Trash Receptacles		(\$1,810.20)	9820666262	TRASH CANS
Total	GRAINGER, INC.		\$1,858.50		
Paid Chk#	099860	8/28/2015	HD SUPPLY WATERWORKS, LTD		
E 620-40000-225	Repair & Maint - System		\$592.30	E351564	PARTS
E 620-40000-225	Repair & Maint - System		\$469.35	E377443	PARTS
E 610-40000-225	Repair & Maint - System		\$519.76	E377443	PARTS
Total	HD SUPPLY WATERWORKS, LTD		\$1,581.41		
Paid Chk#	099861	8/28/2015	JOHNSON, BILLY		
E 640-48000-341	General Promotions		\$200.00	9/3/15	BAR MUSIC 9/3/15
Total	JOHNSON, BILLY		\$200.00		
Paid Chk#	099862	8/28/2015	KIRVIDA FIRE, INC.		
E 101-42200-404	Repairs/Maint - Machin/Equip		\$240.17	4842	FD REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$61.75	4843	FD REPAIRS
Total	KIRVIDA FIRE, INC.		\$301.92		
Paid Chk#	099863	8/28/2015	LAKEWEST DEVELOPMENT CO., LLC		
G 101-20310	Escrow		\$4,000.00	REFUND	1409 HOLDRIDGE SUBDIVISION APP/ESCROW REFUND
Total	LAKEWEST DEVELOPMENT CO., LLC		\$4,000.00		
Paid Chk#	099864	8/28/2015	LAMBERT, JEFFREY W.		
E 101-42120-304	Legal Fees		\$3,232.25	8/26/15	LEGAL SERVICES
Total	LAMBERT, JEFFREY W.		\$3,232.25		
Paid Chk#	099865	8/28/2015	LONG LAKE TRU VALUE		
E 101-42200-434	Training and schools		\$51.96		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$46.65		SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$24.78		SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)		\$3.36		SUPPLIES
E 620-40000-225	Repair & Maint - System		\$58.05		SUPPLIES
Total	LONG LAKE TRU VALUE		\$184.80		
Paid Chk#	099866	8/28/2015	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels		\$1,917.17	729155	FUEL
E 101-49200-212	Motor Fuels		\$253.49	729156	FUEL
Total	MANSFIELD OIL COMPANY		\$2,170.66		
Paid Chk#	099867	8/28/2015	METROPOLITAN COUNCIL		
E 610-40000-309	Contractual Services		\$140.23	0001047796	DISCHARGE FEE
E 610-40000-309	Contractual Services		\$108.04	0001047797	DISCHARGE FEE
Total	METROPOLITAN COUNCIL		\$248.27		
Paid Chk#	099868	8/28/2015	MICRO CENTER		
E 409-40000-540	Equipment		\$252.94	5718385	MONITOR
Total	MICRO CENTER		\$252.94		

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Paid Chk#	099869	8/28/2015	MINNESOTA EQUIPMENT		
E 101-45200-221	Equipment Parts		\$19.59	P35453	PARTS
	Total MINNESOTA EQUIPMENT		\$19.59		
Paid Chk#	099870	8/28/2015	MN DEPARTMENT OF HEALTH		
E 610-40000-309	Contractual Services		\$2,232.00		WATER CONNECTION FEE
	Total MN DEPARTMENT OF HEALTH		\$2,232.00		
Paid Chk#	099871	8/28/2015	MN NCPERS LIFE INSURANCE		
G 101-21715	PERA Term Life		\$48.00	9/2015	LIFE INS.
	Total MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk#	099872	8/28/2015	NESS PLASTIC SURGERY		
G 101-20310	Escrow		\$3,000.00	REFUND	995 WAYZ.BLVD.DESIGN REVIEW ESCROW REFUND
	Total NESS PLASTIC SURGERY		\$3,000.00		
Paid Chk#	099873	8/28/2015	NORTHERN TOOL & EQUIPMENT		
E 610-40000-240	Small Tools and Minor Equip		\$26.98	4061015353	TOOLS
	Total NORTHERN TOOL & EQUIPMENT		\$26.98		
Paid Chk#	099874	8/28/2015	OFFICE DEPOT		
E 101-45200-200	Office Supplies (GENERAL)		\$26.69	787167852001	SUPPLIES
E 101-43100-200	Office Supplies (GENERAL)		\$26.68	787167852001	SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)		\$13.34	787167852001	SUPPLIES
E 620-40000-200	Office Supplies (GENERAL)		\$13.34	787167852001	SUPPLIES
E 101-45200-200	Office Supplies (GENERAL)		\$5.32	787167853001	SUPPLIES
E 101-43100-200	Office Supplies (GENERAL)		\$5.32	787167853001	SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)		\$2.66	787167853001	SUPPLIES
E 620-40000-200	Office Supplies (GENERAL)		\$2.66	787167853001	SUPPLIES
	Total OFFICE DEPOT		\$96.01		
Paid Chk#	099875	8/28/2015	PILLAR HOMES		
G 101-20310	Escrow		\$1,177.50	REFUND	313 CENTRAL SUBDIVISION/ESCROW REFUND
	Total PILLAR HOMES		\$1,177.50		
Paid Chk#	099876	8/28/2015	PLANT & FLANGED EQUIPMENT CO.		
E 610-40000-242	Well & F.P. Equipment		\$783.96	0065545	PARTS FOR WP#2
	Total PLANT & FLANGED EQUIPMENT CO.		\$783.96		
Paid Chk#	099877	8/28/2015	POPP TELECOM		
E 101-41940-321	Telephone		\$512.06	992282335	SERVICE
	Total POPP TELECOM		\$512.06		
Paid Chk#	099878	8/28/2015	PROVIDENT REAL ESTATE		
G 101-20310	Escrow		\$4,298.08	REFUND	415 INDIAN MOUND DESIGN REVIEW/ESCROW REFUND
	Total PROVIDENT REAL ESTATE		\$4,298.08		
Paid Chk#	099879	8/28/2015	REVISION LLC		
G 101-20310	Escrow		\$2,062.50	REFUND	532 FERNDAL VARIANCE APP/ESCROW REFUND
	Total REVISION LLC		\$2,062.50		
Paid Chk#	099880	8/28/2015	SHORT ELLIOTT HENDRICKSON INC.		
G 101-20310	Escrow		\$1,378.61	302065	CELL TOWER ESCROW PROJECTS
E 407-40000-303	Engineering Fees		\$370.00	302066	TELECOM
	Total SHORT ELLIOTT HENDRICKSON INC.		\$1,748.61		
Paid Chk#	099881	8/28/2015	SPRINT		
E 101-42200-323	Radio Units		\$270.18	523093316-16	FD SERVICE

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Total SPRINT			\$270.18		
Paid Chk# 099882	8/28/2015	SRF CONSULTING GROUP, INC.			
E 430-40000-302	Consultants		\$894.00	08918.00-1	2015 ANNUAL BRIDGE INSPECTIONS
Total SRF CONSULTING GROUP, INC.			\$894.00		
Paid Chk# 099883	8/28/2015	TRI-K SERVICES			
E 101-43100-229	Dirt, Sand and gravel		\$36.00	8/20/15	DIRT
Total TRI-K SERVICES			\$36.00		
Paid Chk# 099884	8/28/2015	UPS STORE			
E 233-40000-499	Miscellaneous		\$103.40	1597	LAKE EFFECT BROCHURES
E 101-41500-200	Office Supplies (GENERAL)		\$23.00	6529	SUPPLIES
Total UPS STORE			\$126.40		
Paid Chk# 099885	8/28/2015	VILLAGE CHEVROLET			
G 630-20300	Deposits Payable		\$2,629.97	CVR REFUND	CVR REFUND
Total VILLAGE CHEVROLET			\$2,629.97		
Paid Chk# 099886	8/28/2015	WAYZATA CHAMBER OF COMMERCE			
E 101-41100-331	Mileage & Expense Account		\$100.00	6698	NIGHT TO UNITE LUNCHEON
E 101-41500-331	Mileage & Expense Account		\$100.00	6698	NIGHT TO UNITE LUNCHEON
E 101-42100-331	Mileage & Expense Account		\$175.00	6698	NIGHT TO UNITE LUNCHEON
E 640-47000-331	Mileage & Expense Account		\$25.00	6698	NIGHT TO UNITE LUNCHEON
E 640-48000-331	Mileage & Expense Account		\$25.00	6698	NIGHT TO UNITE LUNCHEON
E 101-42200-331	Mileage & Expense Account		\$25.00	6698	NIGHT TO UNITE LUNCHEON
Total WAYZATA CHAMBER OF COMMERCE			\$450.00		
Paid Chk# 099887	8/28/2015	WHITE BIRCH PROPERTIES			
G 101-20310	Escrow		\$41.60	REFUND	151 WESTWOOD SUBDIVISION ESCROW REFUND
Total WHITE BIRCH PROPERTIES			\$41.60		
Paid Chk# 099888	9/2/2015	ABSOLUTE MECHANICAL			
E 640-47000-404	Repairs/Maint - Machin/Equip		\$234.00	5441	HVAC REPAIRS - STORE
Total ABSOLUTE MECHANICAL			\$234.00		
Paid Chk# 099889	9/2/2015	ARCTIC GLACIER INC.			
E 640-47000-254	Soft Drinks/Mix For Resale		\$25.95	379523707	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$74.47	462523407	ICE
Total ARCTIC GLACIER INC.			\$100.42		
Paid Chk# 099890	9/2/2015	ARTISAN BEER COMPANY			
E 640-47000-253	Beer For Resale		\$785.50	3049910	BEER
E 640-47000-253	Beer For Resale		\$160.00	3051274	BEER
Total ARTISAN BEER COMPANY			\$945.50		
Paid Chk# 099891	9/2/2015	BAGY JO, INC.			
E 640-47000-306	Personnel Expense		\$26.00	54848	STORE UNIFORMS
Total BAGY JO, INC.			\$26.00		
Paid Chk# 099892	9/2/2015	BELLBOY BAR SUPPLY CORP.			
E 640-47000-252	Wine For Resale		\$136.00	49698500	WINE
E 640-47000-259	Freight		\$2.55	49698500	FREIGHT
E 640-47000-259	Freight		\$10.20	49748700	FREIGHT
E 640-47000-251	Liquor For Resale		\$371.50	49748700	LIQUOR
E 640-47000-259	Freight		\$24.80	49797800	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,904.60	49797800	LIQUOR
E 640-47000-256	MISC.MDSE.RESALE		\$582.53	6581400	CIGARS
E 640-47000-210	Operating Supplies (GENERAL)		\$118.53	92571900	SUPPLIES

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E 640-47000-210	Operating Supplies (GENERAL)		\$164.55	92591700	SUPPLIES
Total	BELLBOY BAR SUPPLY CORP.		\$4,315.26		
Paid Chk#	099893	9/2/2015	BERNICK'S WINE		
E 640-47000-254	Soft Drinks/Mix For Resale		\$283.80	242116	MISC.BEV.
E 640-47000-253	Beer For Resale		\$201.05	242117	BEER
Total	BERNICK'S WINE		\$484.85		
Paid Chk#	099894	9/2/2015	BERRY COFFEE COMPANY		
E 640-48000-254	Soft Drinks/Mix For Resale		\$78.95	M25245	COFFEE
Total	BERRY COFFEE COMPANY		\$78.95		
Paid Chk#	099895	9/2/2015	COCA-COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$206.56	0198056416	MISC.BEV.
Total	COCA-COLA		\$206.56		
Paid Chk#	099896	9/2/2015	COZZINI BROS., INC.		
E 640-48500-415	Other Equipment Rentals		\$73.48	C1968551	KNIFE EXCHANGE
Total	COZZINI BROS., INC.		\$73.48		
Paid Chk#	099897	9/2/2015	DAHLHEIMER DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale		\$395.95	1169098	BEER
E 640-48000-253	Beer For Resale		\$642.00	1169099	BEER
E 640-47000-253	Beer For Resale		\$877.60	1169139	BEER
E 640-48000-253	Beer For Resale		\$582.00	1169140	BEER
Total	DAHLHEIMER DISTRIBUTING CO.		\$2,497.55		
Paid Chk#	099898	9/2/2015	DAY DISTRIBUTING		
E 640-48000-253	Beer For Resale		\$712.00	815130	BEER
E 640-48000-253	Beer For Resale		\$343.00	816142	BEER
E 640-47000-253	Beer For Resale		\$2,214.10	816143	BEER
E 640-48000-253	Beer For Resale		\$950.50	817253	BEER
E 640-47000-253	Beer For Resale		\$2,797.65	817254	BEER
Total	DAY DISTRIBUTING		\$7,017.25		
Paid Chk#	099899	9/2/2015	DENNYS 5TH AVENUE BAKERY		
E 640-48500-255	FOODIngredients For Resale		\$56.78	568469	FOOD
E 640-48500-255	FOODIngredients For Resale		\$123.73	570254	FOOD
E 640-48500-255	FOODIngredients For Resale		\$55.50	570419	FOOD
E 640-48500-255	FOODIngredients For Resale		\$102.69	570574	FOOD
E 640-48500-255	FOODIngredients For Resale		\$68.98	570678	FOOD
E 640-48500-255	FOODIngredients For Resale		\$140.23	571048	FOOD
E 640-48500-255	FOODIngredients For Resale		\$82.55	571104	FOOD
E 640-48500-255	FOODIngredients For Resale		\$56.02	571266	FOOD
E 640-48500-255	FOODIngredients For Resale		\$62.88	571382	FOOD
E 640-48500-255	FOODIngredients For Resale		\$99.95	571507	FOOD
E 640-48500-255	FOODIngredients For Resale		\$65.77	571781	FOOD
E 640-48500-255	FOODIngredients For Resale		\$132.34	572007	FOOD
E 640-48500-255	FOODIngredients For Resale		\$94.74	572039	FOOD
Total	DENNYS 5TH AVENUE BAKERY		\$1,142.16		
Paid Chk#	099900	9/2/2015	DIRECTV		
E 640-48000-415	Other Equipment Rentals		\$355.87	26548285825	SERVICE
Total	DIRECTV		\$355.87		
Paid Chk#	099901	9/2/2015	DMX MUSIC - MINNEAPOLIS		
E 640-48000-415	Other Equipment Rentals		\$98.72	51861263	BAR MUSIC
Total	DMX MUSIC - MINNEAPOLIS		\$98.72		

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Paid Chk#	099902	9/2/2015	ENKI BREWING COMPANY		
E 640-48000-253	Beer For Resale		\$175.00	4084	BEER
E 640-48000-253	Beer For Resale		\$100.00	4211	BEER
E 640-48000-253	Beer For Resale		\$195.00	4328	BEER
E 640-47000-253	Beer For Resale		\$73.80	4328	BEER
Total ENKI BREWING COMPANY			\$543.80		
Paid Chk#	099903	9/2/2015	FOREMOST BUSINESS SYSTEMS INC.		
E 640-48000-433	Dues, Licensing & Seminars		\$257.46	21656	SUPPORT - BAR
otal FOREMOST BUSINESS SYSTEMS INC.			\$257.46		
Paid Chk#	099904	9/2/2015	G & K SERVICES		
E 640-48000-210	Operating Supplies (GENERAL)		\$71.35	1013253702	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$57.55	1013253702	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$76.29	1013253702	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$56.32	1013265073	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$35.74	1013265073	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$45.80	1013265073	KITCHEN UNIFORMS & SUPPLIES
Total G & K SERVICES			\$343.05		
Paid Chk#	099905	9/2/2015	GIFTNETWORKS LLC-1		
E 640-47000-254	Soft Drinks/Mix For Resale		\$136.80	5341	MISC.MDSE.
E 640-47000-254	Soft Drinks/Mix For Resale		\$228.00	5342	MISC.MDSE.
Total GIFTNETWORKS LLC-1			\$364.80		
Paid Chk#	099906	9/2/2015	GRAPE BEGINNINGS, INC.		
E 640-47000-252	Wine For Resale		\$716.00	186029	WINE
E 640-47000-259	Freight		\$13.50	186029	FREIGHT
Total GRAPE BEGINNINGS, INC.			\$729.50		
Paid Chk#	099907	9/2/2015	HOBART SERVICE		
E 640-48500-404	Repairs/Maint - Machin/Equip		\$208.00	32181635	DISHWASHER REPAIRS
Total HOBART SERVICE			\$208.00		
Paid Chk#	099908	9/2/2015	HOHENSTEINS INC.		
E 640-47000-253	Beer For Resale		\$335.25	779399	BEER
Total HOHENSTEINS INC.			\$335.25		
Paid Chk#	099909	9/2/2015	JJ TAYLOR DISTRIBUTING OF MN		
E 640-47000-253	Beer For Resale		(\$58.80)	2386491	BEER
E 640-47000-253	Beer For Resale		\$2,171.40	2400323	BEER
E 640-47000-253	Beer For Resale		\$927.10	2400371	BEER
E 640-48000-253	Beer For Resale		\$597.60	2404289	BEER
E 640-48000-253	Beer For Resale		\$274.95	2404340	BEER
E 640-48000-253	Beer For Resale		\$352.15	2404382	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$4,264.40		
Paid Chk#	099910	9/2/2015	JOHNSON BROS.-ST.PAUL		
E 640-47000-259	Freight		\$17.48	5237240	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,180.62	5237240	LIQUOR
E 640-47000-252	Wine For Resale		\$276.30	5237242	WINE
E 640-47000-259	Freight		\$7.32	5237242	FREIGHT
E 640-47000-259	Freight		\$7.73	5238657	FREIGHT
E 640-47000-251	Liquor For Resale		\$686.08	5238657	LIQUOR
E 640-47000-252	Wine For Resale		\$144.00	5238658	WINE
E 640-47000-259	Freight		\$1.22	5238658	FREIGHT
E 640-47000-252	Wine For Resale		\$2,400.00	5242645	WINE
E 640-47000-259	Freight		\$35.38	5242645	FREIGHT

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E 640-47000-252	Wine For Resale		\$996.25	5242646	WINE
E 640-47000-259	Freight		\$19.52	5242646	FREIGHT
E 640-47000-259	Freight		\$7.93	5242647	FREIGHT
E 640-47000-251	Liquor For Resale		\$544.10	5242647	LIQUOR
E 640-48000-252	Wine For Resale		\$129.22	5243829	WINE
E 640-47000-259	Freight		\$7.32	5244061	FREIGHT
E 640-47000-252	Wine For Resale		\$235.20	5244061	WINE
E 640-47000-251	Liquor For Resale		\$1,235.65	5244062	LIQUOR
E 640-47000-259	Freight		\$8.54	5244062	FREIGHT
E 640-47000-252	Wine For Resale		\$660.00	5244063	WINE
E 640-47000-259	Freight		\$9.76	5244063	FREIGHT
E 640-47000-251	Liquor For Resale		(\$78.73)	539000	LIQUOR
E 640-47000-252	Wine For Resale		(\$65.22)	539001	WINE
Total JOHNSON BROS.-ST.PAUL			\$9,465.67		
Paid Chk#	099911	9/2/2015	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOOD	Ingredients For Resale	\$206.25	000380984	FOOD
Total KARLSBURGER FOODS, INC.			\$206.25		
Paid Chk#	099912	9/2/2015	M.AMUNDSON LLP		
E 640-47000-256	MISC.	MDSE.RESALE	\$776.29	201557	CIGARETTES
Total M.AMUNDSON LLP			\$776.29		
Paid Chk#	099913	9/2/2015	MARGRON SKOGLUND WINE IMPORTS		
E 640-47000-252	Wine For Resale		\$597.00	20018813	WINE
E 640-47000-259	Freight		\$9.00	20018813	FREIGHT
tal MARGRON SKOGLUND WINE IMPORTS			\$606.00		
Paid Chk#	099914	9/2/2015	NETWORK BUSINESS SUPPLIES		
E 640-48000-210	Operating Supplies (GENERAL)		\$670.74	99836	SUPPLIES
Total NETWORK BUSINESS SUPPLIES			\$670.74		
Paid Chk#	099915	9/2/2015	NEW FRANCE WINE COMPANY		
E 640-47000-252	Wine For Resale		\$570.23	102480	WINE
E 640-47000-259	Freight		\$9.00	102480	FREIGHT
E 640-47000-252	Wine For Resale		\$1,665.00	102617	WINE
E 640-47000-259	Freight		\$28.50	102617	FREIGHT
E 640-47000-259	Freight		\$7.50	102716	FREIGHT
E 640-47000-252	Wine For Resale		\$340.00	102716	WINE
Total NEW FRANCE WINE COMPANY			\$2,620.23		
Paid Chk#	099916	9/2/2015	NORTHWESTERN FRUIT COMPANY		
E 640-48500-255	FOOD	Ingredients For Resale	\$26.00	817747	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$300.00	819396	FOOD
E 640-48000-255	FOOD	Ingredients For Resale	\$398.35	820348	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$288.65	820538	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$13.65	820594	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$537.65	820690	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$381.55	820866	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$532.45	821044	FOOD
E 640-48000-251	Liquor For Resale		\$13.95	821213	LIQUOR
E 640-48000-253	Beer For Resale		\$40.00	821213	BEER
E 640-48500-255	FOOD	Ingredients For Resale	\$490.95	821213	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$727.50	821429	FOOD
Total NORTHWESTERN FRUIT COMPANY			\$3,750.70		
Paid Chk#	099917	9/2/2015	PAUSTIS & SONS		
E 640-48000-252	Wine For Resale		(\$40.00)	8511566	WINE

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E 640-48000-252	Wine For Resale		\$298.00	8511853	WINE
E 640-47000-252	Wine For Resale		\$403.00	8511854	WINE
E 640-47000-259	Freight		\$7.00	8511854	FREIGHT
E 640-47000-252	Wine For Resale		\$324.00	8512524	WINE
E 640-47000-259	Freight		\$2.25	8512524	FREIGHT
E 640-47000-259	Freight		\$2.25	8512770	FREIGHT
E 640-47000-251	Liquor For Resale		\$162.00	8512770	LIQUOR
E 640-48000-252	Wine For Resale		\$288.75	8512780	WINE
E 640-47000-252	Wine For Resale		\$1,716.47	8512783	WINE
E 640-47000-259	Freight		\$20.00	8512783	FREIGHT
Total PAUSTIS & SONS			\$3,183.72		
Paid Chk# 099918	9/2/2015	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$237.00	46974187	MISC.BEV.
Total PEPSI -COLA			\$237.00		
Paid Chk# 099919	9/2/2015	PHILLIPS WINES & SPIRITS			
E 640-47000-252	Wine For Resale		\$91.22	218449	WINE
E 640-48000-251	Liquor For Resale		\$421.36	2837229	LIQUOR
E 640-47000-251	Liquor For Resale		\$272.32	2837425	LIQUOR
E 640-47000-259	Freight		\$0.81	2837425	FREIGHT
E 640-47000-259	Freight		\$1.22	2837426	FREIGHT
E 640-47000-252	Wine For Resale		\$96.00	2837426	WINE
E 640-47000-251	Liquor For Resale		\$857.06	2837427	LIQUOR
E 640-47000-259	Freight		\$10.16	2837427	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$41.95	2837428	MISC.MIX
E 640-47000-259	Freight		\$1.22	2837428	FREIGHT
E 640-47000-252	Wine For Resale		\$943.50	2837429	WINE
E 640-47000-259	Freight		\$14.64	2837429	FREIGHT
E 640-47000-251	Liquor For Resale		\$263.50	2838379	LIQUOR
E 640-47000-259	Freight		\$1.22	2838379	FREIGHT
E 640-47000-259	Freight		\$13.42	2840930	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,452.90	2840930	LIQUOR
E 640-47000-252	Wine For Resale		\$2,849.95	2840931	WINE
E 640-47000-259	Freight		\$33.97	2840931	FREIGHT
Total PHILLIPS WINES & SPIRITS			\$7,366.42		
Paid Chk# 099920	9/2/2015	PINNACLE DISTRIBUTING			
E 640-47000-254	Soft Drinks/Mix For Resale		\$312.00	28187	MISC.BEV./MIX
Total PINNACLE DISTRIBUTING			\$312.00		
Paid Chk# 099921	9/2/2015	SECURITY PRODUCTS COMPANY			
E 640-48000-401	Repairs/Maint Buildings		\$218.00	1112805	DOOR SECURITY REPAIR
Total SECURITY PRODUCTS COMPANY			\$218.00		
Paid Chk# 099922	9/2/2015	SOUTHERN WINE & SPIRITS OF MN			
E 640-47000-252	Wine For Resale		\$700.00	1318313	WINE
E 640-47000-259	Freight		\$5.00	1318313	FREIGHT
E 640-47000-252	Wine For Resale		\$676.00	1318314	WINE
E 640-47000-259	Freight		\$10.00	1318314	FREIGHT
E 640-47000-259	Freight		\$13.75	1318315	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,425.64	1318315	LIQUOR
E 640-47000-259	Freight		\$12.50	1318316	FREIGHT
E 640-47000-253	Beer For Resale		\$240.00	1318316	BEER
E 640-47000-259	Freight		\$7.50	1320620	FREIGHT
E 640-47000-252	Wine For Resale		\$891.36	1320621	WINE
E 640-47000-259	Freight		\$16.46	1320621	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,454.85	1320622	LIQUOR

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E 640-47000-259	Freight		\$11.67	1320622	FREIGHT
E 640-47000-252	Wine For Resale		\$498.60	1320623	WINE
E 640-47000-259	Freight		\$7.29	1320623	FREIGHT
Total	SOUTHERN WINE & SPIRITS OF MN		\$5,970.62		
Paid Chk#	099923	9/2/2015	STRATEGIC EQUIPMENT AND		
E 640-48000-210	Operating Supplies (GENERAL)		(\$66.10)	145283	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$4.96	17218	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$303.06	2470217	KITCHEN SUPPLIES
E 640-48000-341	General Promotions		\$36.05	2470217	PROMO SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$216.86	2481511	KITCHEN SUPPLIES
E 640-48000-341	General Promotions		\$66.65	2481511	PROMO SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$81.87	2487512	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$429.45	2487514	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$96.00	2487516	KITCHEN SUPPLIES
Total	STRATEGIC EQUIPMENT AND		\$1,168.80		
Paid Chk#	099924	9/2/2015	SUNBURST CHEMICALS, INC.		
E 640-48500-415	Other Equipment Rentals		\$92.37	0007562	DISHWASHER LEASE
E 640-48500-210	Operating Supplies (GENERAL)		\$1,160.32	0350531	CHEMICALS
E 640-48000-210	Operating Supplies (GENERAL)		\$104.47	0351436	CHEMICALS
E 640-48500-210	Operating Supplies (GENERAL)		\$183.32	0351436	CHEMICALS
Total	SUNBURST CHEMICALS, INC.		\$1,540.48		
Paid Chk#	099925	9/2/2015	SYSCO MINNESOTA		
E 640-48500-255	FOODIngredients For Resale		(\$62.66)	3500767	FOOD
E 640-48000-210	Operating Supplies (GENERAL)		\$20.07	508012374	BAR SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$2,544.62	508051277	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$82.89	508051277	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$59.38	508051277	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale		(\$50.35)	508110785	FOOD
Total	SYSCO MINNESOTA		\$2,593.95		
Paid Chk#	099926	9/2/2015	T.D. ANDERSON INC.		
E 640-48000-409	Maint services & Improv		\$115.00	124225	BEER LINES CLEANED
Total	T.D. ANDERSON INC.		\$115.00		
Paid Chk#	099927	9/2/2015	THORPE DISTRIBUTING CO.		
E 640-48000-253	Beer For Resale		\$65.70	912490	BEER
E 640-48000-253	Beer For Resale		\$688.00	912492	BEER
E 640-47000-253	Beer For Resale		\$456.75	913973	BEER
E 640-48000-253	Beer For Resale		\$71.65	913974	BEER
E 640-48000-253	Beer For Resale		\$204.00	913975	BEER
E 640-47000-253	Beer For Resale		\$4,526.30	914037	BEER
E 640-48000-253	Beer For Resale		\$71.65	915441	BEER
E 640-47000-253	Beer For Resale		\$320.00	915442	BEER
E 640-48000-253	Beer For Resale		\$518.00	915443	BEER
E 640-47000-253	Beer For Resale		\$87.95	915573	BEER
E 640-47000-253	Beer For Resale		\$2,255.80	915574	BEER
E 640-47000-253	Beer For Resale		\$119.00	915575	BEER
Total	THORPE DISTRIBUTING CO.		\$9,384.80		
Paid Chk#	099928	9/2/2015	TOLL GAS & WELDING SUPPLY		
E 640-48000-210	Operating Supplies (GENERAL)		\$50.21	10094560	SUPPLIES
Total	TOLL GAS & WELDING SUPPLY		\$50.21		
Paid Chk#	099929	9/2/2015	TRUSTED EMPLOYEES		
E 640-47000-306	Personnel Expense		\$20.00	08201512035S	BACKGROUND SEARCH SERVICE

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E 640-48000-306	Personnel Expense	\$112.25	08201512035S	BACKGROUND SEARCH SERVICE
	Total TRUSTED EMPLOYEES	\$132.25		
Paid Chk# 099930	9/2/2015	ULTRA-CHEM IN.C		
E 640-48500-210	Operating Supplies (GENERAL)	\$300.43	1139601	SUPPLIES
	Total ULTRA-CHEM IN.C	\$300.43		
Paid Chk# 099931	9/2/2015	US FOODS		
E 640-48500-255	FOODIngredients For Resale	\$121.83	5005248	FOOD
E 640-48000-251	Liquor For Resale	\$69.01	5025188	LIQUOR
E 640-48000-342	Promotions - Food/Drinks	\$17.75	5025188	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,132.73	5025188	FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,554.76	5071808	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$58.60	5071808	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$25.21	5071808	LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$329.07	5077982	FOOD
E 640-48500-255	FOODIngredients For Resale	\$301.84	5105618	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$32.95	5106737	FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,534.62	5111832	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$92.84	5111832	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$23.13	5111832	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$50.49	5111832	LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$2,981.74	5158718	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$63.65	5158718	KITCHEN SUPPLIES
E 640-48000-251	Liquor For Resale	\$17.10	5158718	LIQUOR
E 640-48000-342	Promotions - Food/Drinks	\$22.61	5158718	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	\$54.96	5162707	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$58.13	5202801	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$38.21	5202801	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)	\$63.87	5202801	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$4,102.00	5202801	FOOD
E 640-48500-255	FOODIngredients For Resale	\$288.28	5208495	FOOD
E 640-48000-251	Liquor For Resale	\$100.19	5243427	LIQUOR
E 640-48500-210	Operating Supplies (GENERAL)	\$99.39	5243427	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$4,054.98	5243427	FOOD
E 640-48500-255	FOODIngredients For Resale	\$2,706.66	5287423	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$58.90	5287423	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$96.51	5287423	LIQUOR
E 640-48500-255	FOODIngredients For Resale	(\$35.87)	5921598	FOOD
	Total US FOODS	\$26,116.14		
Paid Chk# 099932	9/2/2015	VINO COPIA		
E 640-47000-254	Soft Drinks/Mix For Resale	\$240.00	0131193	MISC.BEV.
E 640-47000-259	Freight	\$9.00	0131193	FREIGHT
E 640-47000-251	Liquor For Resale	\$234.08	0131194	LIQUOR
E 640-47000-259	Freight	\$3.00	0131194	FREIGHT
E 640-47000-252	Wine For Resale	\$688.00	0131195	WINE
E 640-47000-259	Freight	\$9.00	0131195	FREIGHT
	Total VINO COPIA	\$1,183.08		
Paid Chk# 099933	9/2/2015	WINE COMPANY		
E 640-47000-252	Wine For Resale	\$1,452.00	401733	WINE
E 640-47000-259	Freight	\$16.50	401733	FREIGHT
E 640-47000-259	Freight	\$13.20	402289	FREIGHT
E 640-47000-252	Wine For Resale	\$1,292.00	402289	WINE
	Total WINE COMPANY	\$2,773.70		
Paid Chk# 099934	9/2/2015	WINE MERCHANT		

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E 640-47000-252	Wine For Resale		(\$0.21)	703795	WINE
E 640-47000-252	Wine For Resale		\$2,194.00	7043253	WINE
E 640-47000-259	Freight		\$17.08	7043253	FREIGHT
E 640-48000-252	Wine For Resale		\$472.88	7043398	WINE
E 640-47000-259	Freight		\$1.22	7043434	FREIGHT
E 640-47000-252	Wine For Resale		\$200.00	7043434	WINE
E 640-48000-252	Wine For Resale		\$243.66	7044328	WINE
E 640-47000-259	Freight		\$13.63	7044360	FREIGHT
E 640-47000-252	Wine For Resale		\$1,912.08	7044360	WINE
Total WINE MERCHANT			\$5,054.34		
Paid Chk# 099935	9/2/2015	WIRTZ BEVERAGE MN BEER			
E 640-48000-253	Beer For Resale		\$377.00	1090450388	BEER
E 640-47000-253	Beer For Resale		\$69.30	1090453516	BEER
E 640-47000-253	Beer For Resale		\$3,334.15	1090453517	BEER
E 640-48000-253	Beer For Resale		\$347.00	1090454169	BEER
E 640-47000-253	Beer For Resale		\$23.10	1090457596	BEER
E 640-48000-253	Beer For Resale		\$700.00	1090457735	BEER
Total WIRTZ BEVERAGE MN BEER			\$4,850.55		
Paid Chk# 099936	9/2/2015	WIRTZ BEVERAGE MN WINE & SPIRI			
E 640-47000-251	Liquor For Resale		\$3,127.87	1080362134	LIQUOR
E 640-47000-259	Freight		\$24.89	1080362134	FREIGHT
E 640-47000-259	Freight		\$8.70	1080362135	FREIGHT
E 640-47000-252	Wine For Resale		\$828.00	1080362135	WINE
E 640-47000-252	Wine For Resale		\$2,132.00	1080364769	WINE
E 640-47000-259	Freight		\$18.85	1080364769	FREIGHT
Total WIRTZ BEVERAGE MN WINE & SPIRI			\$6,140.31		
Paid Chk# 099937	9/3/2015	AEM FINANCIAL SOLUTIONS			
E 314-40000-301	Auditing and Acct g Services		\$750.00	351904	TIF REPORTING
E 316-40000-301	Auditing and Acct g Services		\$750.00	351904	TIF REPORTING
Total AEM FINANCIAL SOLUTIONS			\$1,500.00		
Paid Chk# 099938	9/3/2015	AT&T MOBILITY			
E 101-41940-321	Telephone		\$204.21	287250008232	CELL SERVICE
Total AT&T MOBILITY			\$204.21		
Paid Chk# 099939	9/3/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	9/8/15	BAR MUSIC 9/8/15
Total BETH, GERALD O			\$175.00		
Paid Chk# 099940	9/3/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	9/15/15	BAR MUSIC 9/15/15
Total BETH, GERALD O			\$175.00		
Paid Chk# 099941	9/3/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	9/22/15	BAR MUSIC 9/22/15
Total BETH, GERALD O			\$175.00		
Paid Chk# 099942	9/3/2015	BETH, GERALD O			
E 640-48000-341	General Promotions		\$175.00	9/29/15	BAR MUSIC 9/29/15
Total BETH, GERALD O			\$175.00		
Paid Chk# 099943	9/3/2015	CITY VIEW PLUMBING & HEATING			
E 233-40000-309	Contractual Services		\$8,534.00	43403	BEACH DRINKING FOUNTAIN
Total CITY VIEW PLUMBING & HEATING			\$8,534.00		
Paid Chk# 099944	9/3/2015	CLASSEY, KRISTIN			

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E 235-40000-331	Mileage & Expense Account		\$35.60	REIMB.	MILEAGE JULY & AUG.
	Total CLASSEY, KRISTIN		\$35.60		
Paid Chk# 099945	9/3/2015	DEITER, JASON			
E 640-48000-341	General Promotions		\$200.00	9/10/15	BAR MUSIC 9/10/15
	Total DEITER, JASON		\$200.00		
Paid Chk# 099946	9/3/2015	DEPUTY REGISTRAR 126			
E 409-40000-550	Vehicles		\$1,316.73		NEW UTILITIES TRUCK
E 409-45200-550	Vehicles		\$1,316.73		NEW PARKS TRUCK
E 409-40000-550	Vehicles		\$1,316.73		NEW ENG. TRUCK
	Total DEPUTY REGISTRAR 126		\$3,950.19		
Paid Chk# 099947	9/3/2015	DISTEL, DANIEL			
E 101-41550-302	Consultants		\$3,566.00		MONTHLY ASSESSING
	Total DISTEL, DANIEL		\$3,566.00		
Paid Chk# 099948	9/3/2015	ESS BROTHERS & SONS INC.			
E 430-40000-309	Contractual Services		\$176.00	UU6227	SUPPLIES
	Total ESS BROTHERS & SONS INC.		\$176.00		
Paid Chk# 099949	9/3/2015	GREAT RIVER GREENING			
E 233-40000-309	Contractual Services		\$2,000.00	2385	RESTORATION OF SHORELAND HABITAT
	Total GREAT RIVER GREENING		\$2,000.00		
Paid Chk# 099950	9/3/2015	HENNEPIN COUNTY TREASURER			
G 650-20818	Garbage Sales Tax		\$1,389.97	9% REFUSE T	9% REFUSE TAX - AUG.2015
	Total HENNEPIN COUNTY TREASURER		\$1,389.97		
Paid Chk# 099951	9/3/2015	HOME DEPOT			
E 101-43100-226	Sign Repair Materials		\$231.30		SUPPLIES
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$327.98		SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$98.79		SUPPLIES
	Total HOME DEPOT		\$658.07		
Paid Chk# 099952	9/3/2015	JORGENSEN, KURT			
E 640-48000-341	General Promotions		\$300.00	9/17/15	BAR MUSIC 9/17/15
	Total JORGENSEN, KURT		\$300.00		
Paid Chk# 099953	9/3/2015	LEAGUE OF MN.CITIES			
E 101-41500-433	Dues, Licensing & Seminars		\$4,678.00	220937	DUES
	Total LEAGUE OF MN.CITIES		\$4,678.00		
Paid Chk# 099954	9/3/2015	LMCD			
E 233-40000-437	Payments to Organizations		\$10,053.75	2015 LEVY	3RD QTR.2015 LEVY
	Total LMCD		\$10,053.75		
Paid Chk# 099955	9/3/2015	LOFFLER COMPANIES, INC.			
E 409-40000-540	Equipment		\$144.00	2050617	MV MONITORS
	Total LOFFLER COMPANIES, INC.		\$144.00		
Paid Chk# 099956	9/3/2015	MARY DELAITTRE			
E 233-40000-302	Consultants		\$12,427.50	8/26/15	LAKE EFFECT
	Total MARY DELAITTRE		\$12,427.50		
Paid Chk# 099957	9/3/2015	MEDIACOM			
E 101-41940-321	Telephone		\$592.00		SERVICE
	Total MEDIACOM		\$592.00		

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Paid Chk#	099958	9/3/2015	METRO SALES INC.		
E 630-40000-200	Office Supplies (GENERAL)		\$213.64	INV334091	MV SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$224.49	INV335019	MV SUPPLIES
	Total METRO SALES INC.		\$438.13		
Paid Chk#	099959	9/3/2015	MINNESOTA REAL ESTATE JOURNAL		
E 101-41500-433	Dues, Licensing & Seminars		\$85.00	0113150	SUBSCRIPTION RENEWAL
	Total MINNESOTA REAL ESTATE JOURNAL		\$85.00		
Paid Chk#	099960	9/3/2015	MN MAYORS ASSOCIATION		
E 101-41100-433	Dues, Licensing & Seminars		\$30.00	2015	DUES
	Total MN MAYORS ASSOCIATION		\$30.00		
Paid Chk#	099961	9/3/2015	NEW PIG		
E 620-40000-220	Repair/Maint Supply (GENERAL)		\$67.83	21738885-00	PARTS
E 610-40000-220	Repair/Maint Supply (GENERAL)		\$67.82	21738885-00	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$67.82	21738885-00	PARTS
	Total NEW PIG		\$203.47		
Paid Chk#	099962	9/3/2015	NORTHERN SAFETY TECHNOLOGY		
E 620-40000-241	Safety equip/testings		\$162.01	39492	SAFETY EQUIP.
E 610-40000-241	Safety equip/testings		\$162.01	39492	SAFETY EQUIP.
E 101-45200-241	Safety equip/testings		\$162.01	39492	SAFETY EQUIP.
	Total NORTHERN SAFETY TECHNOLOGY		\$486.03		
Paid Chk#	099963	9/3/2015	OFFICE DEPOT		
E 101-42100-200	Office Supplies (GENERAL)		\$7.98	788341391001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$30.27	788341391001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$28.55	788341391001	SUPPLIES
	Total OFFICE DEPOT		\$66.80		
Paid Chk#	099964	9/3/2015	PRAIRIE RESTORATIONS, INC.		
E 404-40000-309	Contractual Services		\$183.59	36633	PRAIRIE MAINT.
E 404-40000-309	Contractual Services		\$266.44	36634	PRAIRIE MAINT.
E 404-40000-309	Contractual Services		\$217.59	36635	PRAIRIE MAINT.
	Total PRAIRIE RESTORATIONS, INC.		\$667.62		
Paid Chk#	099965	9/3/2015	RIGID HITCH INC.		
E 101-45200-222	Repair & Maint - Equip		\$79.61	1927680319	PARTS
	Total RIGID HITCH INC.		\$79.61		
Paid Chk#	099966	9/3/2015	SRF CONSULTING GROUP, INC.		
E 408-40000-302	Consultants		\$17,600.00	08758.00-4	PEAVEY BRIDGE
	Total SRF CONSULTING GROUP, INC.		\$17,600.00		
Paid Chk#	099967	9/3/2015	STARY, MARK		
E 640-48000-341	General Promotions		\$300.00	9/24/15	BAR MUSIC 9/24/15
	Total STARY, MARK		\$300.00		
Paid Chk#	099968	9/3/2015	SYSTEM ONE CONTROL		
E 101-41940-404	Repairs/Maint - Machin/Equip		\$2,125.00	500062.02	HVAC MAINT.
	Total SYSTEM ONE CONTROL		\$2,125.00		
Paid Chk#	099969	9/3/2015	TIME SAVER		
E 101-41100-302	Consultants		\$222.00	M21575	MTG.MINUTES
	Total TIME SAVER		\$222.00		
Paid Chk#	099970	9/3/2015	TRAFFIC MARKING SERVICE, INC.		
E 101-43100-409	Maint services & Improv		\$5,533.68	7981	CITY STREET MARKING

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Total TRAFFIC MARKING SERVICE, INC.			\$5,533.68		
Paid Chk# 099971	9/3/2015	TRI-K SERVICES			
E 101-43100-229	Dirt, Sand and gravel		\$36.00	8/25/15	DIRT
Total TRI-K SERVICES			\$36.00		
Paid Chk# 099972	9/3/2015	TROPHIES BY LINDA			
E 101-41500-306	Personnel Expense		\$85.00	29951	CLOCK FOR B.GADOW
Total TROPHIES BY LINDA			\$85.00		
Paid Chk# 099973	9/3/2015	UNPARALLELED PARKING			
E 401-40000-309	Contractual Services		\$1,888.00	0004633	VALET PARKING
Total UNPARALLELED PARKING			\$1,888.00		
Paid Chk# 099974	9/3/2015	WSB & ASSOCIATES			
E 430-40000-309	Contractual Services		\$4,440.00	01204-391-4	2015 STREETS
Total WSB & ASSOCIATES			\$4,440.00		
Paid Chk# 099975	9/9/2015	A-1 OUTDOOR POWER, INC.			
E 610-40000-210	Operating Supplies (GENERAL)		\$5.49	366012	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$5.50	366012	SUPPLIES
Total A-1 OUTDOOR POWER, INC.			\$10.99		
Paid Chk# 099976	9/9/2015	ABSOLUTE MECHANICAL			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$234.00	5559	HVAC REPAIRS & MAINT.
E 101-41940-404	Repairs/Maint - Machin/Equip		\$640.00	5562	HVAC REPAIRS & MAINT.
Total ABSOLUTE MECHANICAL			\$874.00		
Paid Chk# 099977	9/9/2015	AEM FINANCIAL SOLUTIONS			
E 101-41500-301	Auditing and Acct g Services		\$5,200.00	352426	FIN.DIR.SERVICES
Total AEM FINANCIAL SOLUTIONS			\$5,200.00		
Paid Chk# 099978	9/9/2015	AIRTECH			
E 437-40000-404	Repairs/Maint - Machin/Equip		\$165.16	8369	LIBRARY MAINT.
Total AIRTECH			\$165.16		
Paid Chk# 099979	9/9/2015	ANDY SOLSTAD INC.			
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$1,005.00	24261	IRRIGATION REPAIRS
Total ANDY SOLSTAD INC.			\$1,005.00		
Paid Chk# 099980	9/9/2015	AT&T MOBILITY			
E 101-41940-321	Telephone		\$331.93	287250190047	CELL PHONE SERVICE
Total AT&T MOBILITY			\$331.93		
Paid Chk# 099981	9/9/2015	BARCO MUNICIPAL PRODUCTS			
E 610-40000-210	Operating Supplies (GENERAL)		\$157.18	IN-217098	UTILITY MARKING SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$157.19	IN-217098	UTILITY MARKING SUPPLIES
Total BARCO MUNICIPAL PRODUCTS			\$314.37		
Paid Chk# 099982	9/9/2015	BARTON SAND & GRAVEL CO.			
E 610-40000-225	Repair & Maint - System		\$252.81	150831	ROCK FOR WATERMAIN SUPPORT
Total BARTON SAND & GRAVEL CO.			\$252.81		
Paid Chk# 099983	9/9/2015	BLUE CROSS AND BLUE SHIELD			
G 101-21706	Health Insurance		\$42,151.04	OCT.2015	HEALTH INS.-OCT.2015
Total BLUE CROSS AND BLUE SHIELD			\$42,151.04		
Paid Chk# 099984	9/9/2015	BRIAN STEPHENSON CONSTRUCTION			
E 408-40000-520	Buildings and Structures		\$21,101.75	8/31/15	BEACH HOUSE IMPROVEMENTS

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August 2015 to September 2015

			Check Amt	Invoice	Comment
otal BRIAN STEPHENSON CONSTRUCTION					
			\$21,101.75		
Paid Chk#	099985	9/9/2015	CARQUEST OF WAYZATA		
E 101-43100-210	Operating Supplies (GENERAL)		\$25.65	6973-262057	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$25.65	6973-262057	SUPPLIES
Total CARQUEST OF WAYZATA			\$51.30		
Paid Chk#	099986	9/9/2015	CASH - ANCHOR BANK		
G 101-20300	Deposits Payable		\$10,000.00	JJHILL DAY B	JJ HILL DAY BANK NEEDED
Total CASH - ANCHOR BANK			\$10,000.00		
Paid Chk#	099987	9/9/2015	CENTERPOINT ENERGY		
E 101-41940-383	Fuel, oil and natural gas		\$403.92		SERVICE
E 101-42200-383	Fuel, oil and natural gas		\$50.81		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$10.15		SERVICE
E 640-48000-383	Fuel, oil and natural gas		\$575.90		SERVICE
E 640-47000-383	Fuel, oil and natural gas		\$143.97		SERVICE
E 610-40000-383	Fuel, oil and natural gas		\$58.60		SERVICE
Total CENTERPOINT ENERGY			\$1,243.35		
Paid Chk#	099988	9/9/2015	CITY VIEW PLUMBING & HEATING		
E 640-48000-401	Repairs/Maint Buildings		\$250.40	43414	BAR WATER LINE CAPPED OFF
E 437-40000-404	Repairs/Maint - Machin/Equip		\$2,578.00	43450	LIBRARY REPAIRS/REPLACEMENT FIGURES
Total CITY VIEW PLUMBING & HEATING			\$2,828.40		
Paid Chk#	099989	9/9/2015	COMMERCIAL ASPHALT CO.		
E 430-40000-309	Contractual Services		\$443.66	150831	ASPHALT
Total COMMERCIAL ASPHALT CO.			\$443.66		
Paid Chk#	099990	9/9/2015	CUMMINS NORTH CENTRAL, INC.		
E 620-40000-405	Maint/Replac - System		\$675.53	100-43222	LIFT STATION #24 GENERATOR
Total CUMMINS NORTH CENTRAL, INC.			\$675.53		
Paid Chk#	099991	9/9/2015	DECORATORS SERVICE CO.,INC.		
E 437-40000-401	Repairs/Maint Buildings		\$16,077.50	17729	LIBRARY WINDOW REPAIRS/MAINT.
Total DECORATORS SERVICE CO.,INC.			\$16,077.50		
Paid Chk#	099992	9/9/2015	DIAMOND VOGEL PAINTS		
E 101-43100-226	Sign Repair Materials		\$1,030.63	802161854	TRAFFIC MARKING PAINT
E 101-43100-226	Sign Repair Materials		(\$385.00)	802161915	TRAFFIC MARKING PAINT
E 101-43100-226	Sign Repair Materials		\$116.90	802162133	TRAFFIC MARKING PAINT
Total DIAMOND VOGEL PAINTS			\$762.53		
Paid Chk#	099993	9/9/2015	DIVERSIFIED ELECTRIC INC.		
E 620-49100-405	Maint/Replac - System		\$5,854.00	1361	LIFTSTATION #9 REHAB
Total DIVERSIFIED ELECTRIC INC.			\$5,854.00		
Paid Chk#	099994	9/9/2015	EMERGENCY RESPONSE SOLUTIONS		
E 101-41940-401	Repairs/Maint Buildings		\$1,025.67	4715	PW BLDG.REPAIRS
otal EMERGENCY RESPONSE SOLUTIONS			\$1,025.67		
Paid Chk#	099995	9/9/2015	EULL S MANUFACTURING CO.,INC.		
E 670-40000-409	Maint services & Improv		\$336.80	024694	STORMSEWER REPAIRS
Total EULL S MANUFACTURING CO.,INC.			\$336.80		
Paid Chk#	099996	9/9/2015	FASTENAL		
E 101-43100-210	Operating Supplies (GENERAL)		\$50.55	MNPLY79226	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$52.03	MNPLY79539	SUPPLIES
Total FASTENAL			\$102.58		

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August 2015 to September 2015

			Check Amt	Invoice	Comment
Paid Chk#	099997	9/9/2015	GERTENS		
E 404-40000-227	Plantings		\$473.00	366935/1	PLANTS
E 404-40000-227	Plantings		\$93.24	366937/1	PLANTS
Total GERTENS			\$566.24		
Paid Chk#	099998	9/9/2015	GOPHER STATE ONE CALL		
E 620-40000-313	Permit Fees/Gopher State		\$181.30	145917	UTILITY LOCATES
E 610-40000-313	Permit Fees/Gopher State		\$181.30	145917	UTILITY LOCATES
Total GOPHER STATE ONE CALL			\$362.60		
Paid Chk#	099999	9/9/2015	HAMEL BUILDING CENTER		
E 101-43100-226	Sign Repair Materials		\$118.80	115053	NO PARKING SIGN SUPPLIES
Total HAMEL BUILDING CENTER			\$118.80		
Paid Chk#	100000	9/9/2015	HENDRICKSEN PSG		
E 101-41500-404	Repairs/Maint - Machin/Equip		\$60.00	572239	FILING CABINET LOCK REPAIRS
Total HENDRICKSEN PSG			\$60.00		
Paid Chk#	100001	9/9/2015	HENN.CNTY.INFO.TECH.DEPT.		
E 620-40000-323	Radio Units		\$80.39	10000064717	PW RADIO CONNECTION
E 610-40000-323	Radio Units		\$81.00	10000064717	PW RADIO CONNECTION
E 101-45200-323	Radio Units		\$150.00	10000064717	PW RADIO CONNECTION
E 101-43100-323	Radio Units		\$150.00	10000064717	PW RADIO CONNECTION
Total HENN.CNTY.INFO.TECH.DEPT.			\$461.39		
Paid Chk#	100002	9/9/2015	INTEREUM		
E 409-40000-499	Miscellaneous		\$852.47	11996	OFFICE CHAIR
Total INTEREUM			\$852.47		
Paid Chk#	100003	9/9/2015	KOTHRAD SEWER, WATER &		
E 620-40000-405	Maint/Replac - System		\$300.00	17894K	LIFTSTATION PUMPED
Total KOTHRAD SEWER, WATER &			\$300.00		
Paid Chk#	100004	9/9/2015	LANO EQUIPMENT, INC.		
E 620-40000-415	Other Equipment Rentals		\$150.00	03-297116	LIFTSTATION #6 REPAIR
Total LANO EQUIPMENT, INC.			\$150.00		
Paid Chk#	100005	9/9/2015	LOFFLER COMPANIES, INC.		
E 101-41500-311	Data Processing		\$2,870.00	2055850	NETWORK SUPPORT
Total LOFFLER COMPANIES, INC.			\$2,870.00		
Paid Chk#	100006	9/9/2015	MANSFIELD OIL COMPANY		
E 101-49200-212	Motor Fuels		\$780.36	760103	FUEL
E 101-49200-212	Motor Fuels		\$414.58	760169	FUEL
Total MANSFIELD OIL COMPANY			\$1,194.94		
Paid Chk#	100007	9/9/2015	MARCO		
E 101-41500-200	Office Supplies (GENERAL)		\$405.65	INV2805346	COPIER SUPPLIES
Total MARCO			\$405.65		
Paid Chk#	100008	9/9/2015	METERING & TECHNOLOGY SOLUTION		
G 610-14100	Inventory of Material/Supply		\$265.59	4420	ERT'S FOR WATER METERS
G 620-14100	Inventory of Material/Supply		\$265.59	4420	ERT'S FOR WATER METERS
tal METERING & TECHNOLOGY SOLUTION			\$531.18		
Paid Chk#	100009	9/9/2015	METROPOLITAN COUNCIL		
E 620-40000-386	Other Utilities		\$36,867.42	0001048357	SEWER SERVICE
Total METROPOLITAN COUNCIL			\$36,867.42		

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August 2015 to September 2015

			Check Amt	Invoice	Comment
Paid Chk#	100010	9/9/2015	MINNESOTA EQUIPMENT		
E 101-43100-210	Operating Supplies (GENERAL)		\$35.57	P35858	SUPPLIES
	Total MINNESOTA EQUIPMENT		\$35.57		
Paid Chk#	100011	9/9/2015	MN CHILD SUPPORT PAYMENT CENTE		
G 101-21710	County WH		\$197.40	0014468629	WITHHOLDING ORDERS
G 101-21710	County WH		\$264.00	0014613507	WITHHOLDING ORDERS
G 101-21710	County WH		\$235.00	0015104841	WITHHOLDING ORDERS
	Total MN CHILD SUPPORT PAYMENT CENTE		\$696.40		
Paid Chk#	100012	9/9/2015	MN DEPT.OF LABOR & INDUSTRY		
E 101-41940-401	Repairs/Maint Buildings		\$200.00	ALR00538771	ELEVATOR ANNUAL INSPECTION
	Total MN DEPT.OF LABOR & INDUSTRY		\$200.00		
Paid Chk#	100013	9/9/2015	NORTHERN TOOL & EQUIPMENT		
E 101-45200-222	Repair & Maint - Equip		\$19.98	4061016610	TOOLS
E 101-45200-240	Small Tools and Minor Equip		\$14.99	4063005418	TOOLS
	Total NORTHERN TOOL & EQUIPMENT		\$34.97		
Paid Chk#	100014	9/9/2015	OFFICE DEPOT		
E 101-43100-200	Office Supplies (GENERAL)		\$26.39	787167852002	SUPPLIES
	Total OFFICE DEPOT		\$26.39		
Paid Chk#	100015	9/9/2015	OLSON, CHRISTOPHER		
E 640-48000-341	General Promotions		\$1,000.00	ELVIS SHOW	ELVIS SHOW 9/12/15
	Total OLSON, CHRISTOPHER		\$1,000.00		
Paid Chk#	100016	9/9/2015	PIRTEK		
E 101-43100-210	Operating Supplies (GENERAL)		\$28.94	S2153970.001	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$28.94	S2153970.001	SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$28.94	S2153970.001	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$28.95	S2153970.001	SUPPLIES
	Total PIRTEK		\$115.77		
Paid Chk#	100017	9/9/2015	RANGER		
E 409-40000-550	Vehicles		\$19,727.36	9993468	NEW UTILITY TRUCK
E 409-45200-550	Vehicles		\$19,727.36	9993469	NEW PARKS TRUCK
E 409-40000-550	Vehicles		\$19,727.36	9993470	NEW ENG.TRUCK
	Total RANGER		\$59,182.08		
Paid Chk#	100018	9/9/2015	RIGID HITCH INC.		
E 101-43100-210	Operating Supplies (GENERAL)		\$114.82	1927679522	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$114.83	1927679522	SUPPLIES
E 610-40000-210	Operating Supplies (GENERAL)		\$114.82	1927679522	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$114.82	1927679522	SUPPLIES
	Total RIGID HITCH INC.		\$459.29		
Paid Chk#	100019	9/9/2015	STAR TRIBUNE		
E 101-41500-433	Dues, Licensing & Seminars		\$84.50	10690344	SUBSCRIPTION RENEWAL
	Total STAR TRIBUNE		\$84.50		
Paid Chk#	100020	9/9/2015	TRI-CITY		
E 610-40000-309	Contractual Services		\$52.50	8/1-8/24/15	WATER ANALYSIS
	Total TRI-CITY		\$52.50		
Paid Chk#	100021	9/9/2015	UNPARALLELED PARKING		
E 401-40000-309	Contractual Services		\$1,290.00	0004662	VALET PARKING
	Total UNPARALLELED PARKING		\$1,290.00		

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August 2015 to September 2015

			Check Amt	Invoice	Comment
Paid Chk#	100022	9/9/2015	WILLIAMS, CRAIG		
E 640-48500-130	Employer Paid Ins		\$300.00	AUG.2015	AUG.2015
	Total	WILLIAMS, CRAIG	\$300.00		
Paid Chk#	100023	9/9/2015	XCEL ENERGY		
E 101-41940-381	Electric Utilities		\$4,456.55		SERVICE
E 101-42200-381	Electric Utilities		\$577.25		SERVICE
E 610-40000-381	Electric Utilities		\$7,659.95		SERVICE
E 640-47000-381	Electric Utilities		\$1,453.58		SERVICE
E 640-48000-381	Electric Utilities		\$3,391.70		SERVICE
E 620-40000-381	Electric Utilities		\$1,496.52		SERVICE
E 101-41940-381	Electric Utilities		\$11.24		SERVICE
E 101-45203-381	Electric Utilities		\$331.45		SERVICE
	Total	XCEL ENERGY	\$19,378.24		
Paid Chk#	100024	9/9/2015	ZARNOTH BRUSH WORKS, INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$230.00	0156519	PARTS
	Total	ZARNOTH BRUSH WORKS, INC.	\$230.00		
	10100	Anchor Bank	\$501,941.63		

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	\$128,239.96
233 LAKFRONT IMPROVE	\$34,864.25
235 CABLE TV	\$35.60
314 WIDSTEN	\$750.00
316 BAY CENTER	\$750.00
401 PERM IMPROVEMENT	\$3,178.00
404 PARK AND TRAIL CIP	\$1,233.86
407 CELL TOWER	\$5,932.00
408 GENERAL CIP	\$38,701.75
409 EQUIP REVOLVING	\$64,381.68
430 STREET CIP	\$7,105.89
437 LIBRARY/COMM.ROOM CIP	\$18,997.66
610 WATER FUND	\$13,046.88
620 SEWER FUND	\$47,589.40
630 MOTOR VEHICLE	\$3,098.37
640 LIQUOR	\$130,451.06
650 SOLID WASTE	\$3,248.47
670 STORMWATER	\$336.80
	\$501,941.63

9/15/2015
THE FOLLOWING 2015 MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

2015 Food Vehicle License	
Giannis Steakhouse	635 Lake Street
2015 Itinerant Food License - JJ Hill Days 9/11, 9/12 & 9/13/15	
Brooks Concessions	Slidell, LA
Encore Concessions	St Louis Park
House of Hunger	Minneapolis

**WAYZATA POLICE DEPARTMENT
ACTIVITY REPORT
AUGUST, 2015**

Order Violation

Reported: 08-31-2015 2219

Juvenile male arrested for violation of a court order and domestic assault.

Addresses Involved

2000 block of Neilson Ave, Long Lake, MN 55356

Animal

Reported: 08-29-2015 1815

Report of a dog bite.

Addresses Involved

200 block of Walker Ave N, Wayzata, MN 55391

Ordinance

Reported: 08-28-2015 1811

Report of construction noise after hours. Roofing crew advised to stop for the night.

Addresses Involved

300 block of Park St E, Wayzata, MN

Theft from Vehicle

Reported: 08-27-2015 1706

Report of a theft of a purse from a vehicle and subsequent use of credit cards.

Loss approximately \$1100.

Addresses Involved

1800 block of Wayzata Blvd, Long Lake, MN 55356

Utility/Public Works Issue

Reported: 08-27-2015 1505

Report of a hit gas line. Gas line was hit by construction crew.

Wayzata Police and Fire responded. CenterPoint notified.

Addresses Involved

300 block of Ferndale Rd W, Wayzata, MN

Theft

Reported: 08-27-2015 1356

Report of a theft. Loss approximately \$3.50

Addresses Involved

1300 block of Wayzata Blvd E, Wayzata, MN 55391

Suspicious

Reported: 08-26-2015 2139

Report of an attempted scam via email. No loss at this time.

Addresses Involved

1400 block of Wayzata Blvd, Wayzata, MN

Domestic Assault

Reported: 08-26-2015 2109

Report of a domestic assault. Charges pending.

Addresses Involved

600 block of Ridgeview Dr E, Wayzata, MN

Domestic Assault

Reported: 08-26-2015 1030

Report of a domestic assault. Charges pending.

Addresses Involved

200 block of Lindawood La, Long Lake, MN

Fire **Reported:** 08-26-2015 1006
Report of smoke in the building. Malfunctioning air conditioner. Building vented.
Addresses Involved
100 block of Lake St W, Wayzata, MN 55391

Damage to Property - Criminal **Reported:** 08-25-2015 1609
Report of damage to property as a result of a road rage incident.
Addresses Involved
Ramp from EB Hwy 12 & Central Ave N, Wayzata, MN 55391

Theft **Reported:** 08-25-2015 1322
Report of a theft by swindle. Loss \$49,170.
Addresses Involved
300 block of Lake St E, Wayzata, MN 55391

Disturbance **Reported:** 08-25-2015 0601
Report of a disturbance. Female broke window to residence to get back in when she locked herself out. Female was intoxicated and very loud.
Addresses Involved
400 block of Rice St E, Wayzata, MN 55391

Theft **Reported:** 08-24-2015 1232
Report of a theft. Unknown loss at this time.
Addresses Involved
600 block of Locust Hills Dr, Wayzata, MN

Trespass **Reported:** 08-24-2015 0853
Report of a male trespassing on the property after being served a trespass notice.
Addresses Involved
100 block of Gleason Lake Rd, Wayzata, MN 55391

Controlled Substance **Reported:** 08-23-2015 0519
24 year old male from Eagan arrested for 5th degree drug possession and driving while under the influence. Tested .15
Addresses Involved
Lake Street W & Ferndale Road, Wayzata, MN 55391 USA
Names Involved
(Arrested) Lawler, Nicholas Patrick (Age:24)

Fleeing **Reported:** 08-23-2015 0250
Officer initiated a traffic stop on male on a motorcycle. Male fled police on the motorcycle until crashing the motorcycle. Male then fled on foot. This case is under investigation.
Addresses Involved
Hwy 12 & Central Ave, Wayzata, MN 55391 USA

Open Door **Reported:** 08-22-2015 1759
Officer located an open door at a business. Located an employee inside working.
Addresses Involved
2100 block of Daniels St, Long Lake, MN

Open Door **Reported:** 08-21-2015 1728

Report of an open door at a business. Doors were unlocked.
Nothing suspicious found. Message left for owner.

Addresses Involved

700 block of Lake St, Wayzata, MN

Theft from Vehicle **Reported:** 08-21-2015 1423

Report of a theft of a catalytic converter from a vehicle. Loss \$3086.
Addresses Involved

2200 block of Daniels St, Long Lake, MN

Damage to Property - Criminal **Reported:** 08-21-2015 1120

Report of a broken car window. Loss approximately \$170.

Addresses Involved

700 block of Mill St, Wayzata, MN 55391 USA

Damage to Property - Criminal **Reported:** 08-17-2015 2128

Report of juveniles damaging a potted plant on public property. Unknown loss at this time.

Addresses Involved

600 block of Lake St, Wayzata, MN

Ordinance **Reported:** 08-16-2015 1329

Burning complaint. Resident was advised of complaint and agreed to put the fire out.

Addresses Involved

100 block of Ridgeview Dr E, Wayzata, MN

Damage to Property - Criminal **Reported:** 08-16-2015 1045

Report of damage done to lawn furniture and potted plants. Several items were thrown into the pool. Loss approximately \$2000.

Addresses Involved

100 block of Hunters Glen Rd, Wayzata, MN

Domestic Assault **Reported:** 08-16-2015 0408

28 year old female from Wayzata arrested for domestic assault.

Addresses Involved

100 block of Circle A Dr S, Wayzata, MN 55391

Names Involved

(Arrested) Letson, Christina Beth (Age:28)

Burglary-Commercial **Reported:** 08-15-2015 1732

Report of a commercial burglary. Loss approximately \$4400.

Addresses Involved

800 block of Lake St N, Wayzata, MN 55391

Robbery**Reported:** 08-15-2015 1713

Report of an aggravated robbery. Two adults and two juveniles were arrested. This case is under investigation.

Addresses Involved

Circle A Dr S & Superior, Wayzata, MN

Names Involved

(Arrested) Johnson, Robert Pierre (Age:31)

(Arrested) Rennie, Barbara Annybell (Age:18)

(Arrested) Juvenile

(Arrested) Juvenile

Theft from Vehicle**Reported:** 08-15-2015 1513

Report of a theft from vehicle. Loss approximately \$400.

Addresses Involved

200 block of Central Ave N, Wayzata, MN

Disturbance**Reported:** 08-15-2015 0006

Report of a female causing a disturbance in the parking lot. Female was advised of the complaint and was allowed to walk home.

Addresses Involved

600 block of Wayzata Blvd, Wayzata, MN 55391

Disturbance**Reported:** 08-14-2015 0536

Noise complaint. Loud delivery truck idling while making a delivery. All parties were advised.

Addresses Involved

300 block of Superior Blvd, Wayzata, MN

DWI**Reported:** 08-13-2015 0147

31 year old female from Richfield arrested for driving while under the influence.

Female refused to submit to the test.

Addresses Involved

1400 block of Wayzata Blvd, Wayzata, MN 55391

Names Involved

(Arrested) Paschal, Danielle Marie (Age:31)

Domestic Assault**Reported:** 08-12-2015 2230

Report of a domestic assault. Charges pending.

Addresses Involved

1200 block of LaSalle St, Wayzata, MN 55391

Accident**Reported:** 08-12-2015 1356

Wayzata Police were dispatched on August 12th at 1:57 p.m. to a personal injury accident involving a van and a motorcycle in the city of Long Lake on Wayzata Boulevard. The motorcyclist, a 62 year-old man from Greenfield, was airlifted to North Memorial Medical Center with serious injuries. The other driver was in full cardiac arrest upon the officer's arrival and despite attempts at lifesaving measures, the 68 year-old Fairbault man died at the scene. The case is being investigated by the Minnesota State Patrol and the Hennepin County Medical Examiner's Office.

Addresses Involved

1800 block of Wayzata Blvd W, Long Lake, MN

Theft **Reported:** 08-12-2015 1300

Report of a theft of an outside bench. Loss \$300.

Addresses Involved

1100 block of Hollybrook Dr, Wayzata, MN

Theft from Vehicle **Reported:** 08-12-2015 0808

Report of a theft of rear license plate sticker.

Addresses Involved

2000 block of Wayzata Blvd W, Long Lake, MN

Disturbance **Reported:** 08-10-2015 2237

Report of loud music. Three males stated they just finished band practice and there would be no further noise.

Addresses Involved

200 block of Highview Lane, Long Lake, MN

Theft **Reported:** 08-10-2015 1222

Report of identity theft. No loss at this time.

Addresses Involved

600 block of Harmony Circle, Wayzata, MN 55391 USA

Suspicious **Reported:** 08-10-2015 0820

Report of a suspicious vehicle driving around the business. Driver had repaired a flat tire and was driving around as instructed on the product label. Driver was found to have a revoked license and was cited.

Addresses Involved

100 block of Central Ave N, Wayzata, MN

Suspicious **Reported:** 08-09-2015 1857

Report of a suspicious vehicle in parking ramp. Driver was waiting for a friend.

Addresses Involved

600 block of Lake St E, Wayzata, MN

Disturbance **Reported:** 08-09-2015 0251

Noise complaint. Loud group outside. Resident and guests were advised to keep the noise down.

Addresses Involved

400 block of Wayzata Blvd E, Wayzata, MN 55391

Fire **Reported:** 08-08-2015 1105

Report of a large recreational fire. Resident was advised of city ordinance and told to extinguish the fire.

Addresses Involved

400 block of Virginia Ave, Long Lake, MN

Disturbance **Reported:** 08-08-2015 0405

Report of a loud television. Later advised officers could cancel because the television had been turned down.

Addresses Involved

100 block of Central Ave S, Wayzata, MN 55391

Disorderly Conduct **Reported:** 08-08-2015 0351

Report of two males arguing. Parties were gone upon officer arrival.

Addresses Involved

100 block of Central Ave S, Wayzata, MN 55391

DWI**Reported:** 08-08-2015 0052

37 year old female from Darwin arrested for driving while under the influence. Tested .20

Addresses Involved

Highway 12 & Ramp to CR 101 South, Wayzata, MN 55391 USA

Names Involved(Arrested) Quinn, Reagan Jane (Age:37)

Disturbance**Reported:** 08-07-2015 2255

Report of a loud party/music. Resident was advised of the complaint and to keep the noise level down.

Addresses Involved400 block of Wayzata Blvd, Wayzata, MN

Alcohol**Reported:** 08-07-2015 2012

Report of an unknown female knocking on resident's door. Female was intoxicated and at the wrong door. Female was escorted home.

Addresses Involved800 block of Rice St E, Wayzata, MN 55391

Theft**Reported:** 08-07-2015 0934

Report of a theft by check. Loss \$3540.

Addresses Involved1200 block of Wayzata Blvd E, Wayzata, MN

Disturbance**Reported:** 08-07-2015 0419

Report of a male and female yelling at each other. Male and female were talking loudly while waiting outside for business to open. Advised.

Addresses Involved1400 block of Wayzata Blvd E, Wayzata, MN 55391

Financial Transaction Card Fraud**Reported:** 08-06-2015 1031

Report of a financial transaction card fraud. Loss \$1721.

Addresses Involved1400 block of Wayzata Blvd E, Wayzata, MN

Fire**Reported:** 08-05-2015 2108

Report of an illegal recreational fire. Fire was extinguished and homeowners were advised.

Addresses Involved1600 block of Bollum Lane, Long Lake, MN 55356

Customer Trouble**Reported:** 08-05-2015 1159

Report of an intoxicated male in the lobby causing a disturbance.

Male was asked to leave and not to return.

Addresses Involved100 block of Lake Street W, Wayzata, MN 55391

Order Violation**Reported:** 08-05-2015 0926

Report of a violation of a harassment order. Charges pending.

Addresses Involved700 block of Lake St E, Wayzata, MN

DWI**Reported:** 08-05-2015 0203

29 year old female from Minnetrista arrested for driving while under the influence. Tested .23

Addresses Involved

500 block of Willow Dr, Long Lake, MN 55356

Names Involved

(Arrested) Mills-Calhoun, Nicolle Elizabeth (Age:29)

Domestic**Reported:** 08-04-2015 2008

Report of a verbal domestic. Parties agreed to separate for the night.

Addresses Involved

500 block of Wayzata Blvd E, Wayzata, MN

Theft**Reported:** 08-04-2015 1650

Theft of a brass rod. Loss approximately \$100.

Addresses Involved

Park Street E & Minnetonka Ave N, Wayzata, MN 55391 USA

Domestic Assault**Reported:** 08-04-2015 1232

43 year old male from Wayzata arrested for domestic assault.

Addresses Involved

1300 block of Holdridge Ter, Wayzata, MN

Names Involved

(Arrested) Saldana Iracheta, Juan Carlos (Age:43)

Utility/Public Works Issue**Reported:** 08-04-2015 0550

Report of a smell of gasoline in the area. Area checked, no odor detected.

Addresses Involved

700 block of Lake St E, Wayzata, MN 55391

Domestic**Reported:** 08-02-2015 2035

Report of a verbal dispute between family members. All parties had calmed down and were advised of their options.

Addresses Involved

500 block of Harrington Rd, Wayzata, MN

Controlled Substance**Reported:** 08-02-2015 0052

A single vehicle accident resulted in the driver being arrested for possession of a controlled substance. Charges pending test results.

Addresses Involved

EB Hwy 12 & Carlson Parkway, Wayzata, MN

Names Involved

(Arrested) Truax, Kristofer Lee (Age:22)

Domestic Assault**Reported:** 08-01-2015 1503

Report of a domestic assault. Juvenile male was cited for domestic assault.

Addresses Involved

600 block of Ridgeview Dr, Wayzata, MN 55391

Disturbance**Reported:** 08-01-2015 0522

Noise complaint. Report of a loud television. Television could be heard in a common hallway. Resident was advised.

Addresses Involved

100 block of Central Ave S, Wayzata, MN 55391

DWI**Reported:** 08-01-2015 0138

51 year old male from Plymouth arrested for driving while under the influence and refusal to test.

Addresses Involved

300 block of Broadway Ave S, Wayzata, MN 55391

Names Involved

(Arrested) Anderson, Brad Douglas (Age:51)

TRAFFIC – AUGUST, 2015

CITATIONS	208
WRITTEN WARNINGS	9
VERBAL WARNINGS	93

Description	Aug 2015
MISSING PERSON	1
MISSING/LOST PROPERTY	1
FOUND ANIMAL	3
FOUND PROPERTY	5
RECOVERED STOLEN PROPERTY	1
SAFEKEEPING & DISPOSAL	2
PIMV	3
PDMV	16
H & R PDMV	5
FALL/CUT	8
ANIMAL BITE	1
Business/Commercial/Industrial Fire	1
FIRE ALARM	8
GAS LEAK/SMELL	4
HAZ ROAD CONDITION	7

RR Crossing Hazard	3
SUICIDE THREAT	2
OTHER MEDICAL	54
Medical Alarm	1
DETOX PATIENT	1
72 Hour Hold/Emergency Admission	3
WELFARE CHECK - ADULT	15
WELFARE CHECK - JUV	4
INFO REC'D	8
VERBAL DOMESTIC	3
CIVIL MATTER	5
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	28
RECEIVE COURT ORDER/OFP	4
SUSPICION	17
OPEN DOOR/WINDOW	4
SCAM/FRAUD ATTEMPT	1
BURNING COMPL	1
FIREWORKS COMPL	2
SHOTS FIRED	1
MISC. JUVENILE PROBLEM	3
DRIVING/TRAFFIC COMPLAINT	44
PARKING COMPL	6
HOUSE/BUSINESS CHECKS	4
RECORD CHECKS	12
OTHER PERMITS	1
FIREARM PERMIT	2
HC SHERIFFS PERMIT TO CARRY	2
PARKING PERMIT	4
BURNING VIOLATION	1
BURNING VIOLATION - Verbal Warning	1
NOISE VIOLATION	1
ANIMAL COMPLAINT/CHECK	12
DISPATCH ANIMAL	1
DOG LICENSE ISSUED	1
PATROL REQUEST	6
POLICE ESCORT/STAND-BY	2
ADULT PROTECTION ASSIST	5
FINGERPRINTS	6
MOTORIST ASSIST/STALL	8
PUBLIC ASSIST	21
LOCKOUT	10
BUSINESS ALARM	20
CO2 ALARM	1
HOME ALARM	15
911 HANG-UP	10

ASSIST OTHER DEPT	14
WARRANT/ATTEMPT/ARREST	2
TRAFFIC CONTROL / DIRECT ENFORCEMENT	14
Impound Release	3
TRANSPORT	1
CASE FOLLOW UP	4
PUBLIC RELATIONS	2
DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	5
DOM ASLT-MS-INFLT BODILY HARM-HANDS-CH-FAM	4
BURG 1-UNOCC NRES NO FRC-U-UNK WEAP-COM THEFT	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-UNK	1
CON SUB 5-POSSESS-MARIJUANA-UNK	1
CON SUB 5-POSSESS-METHAM-UNK	1
ESC-FE-FLEE AN OFFICER	1
ACCIDENT-MS-FAIL STOP-DRVR CAUSED-UNK INJ-MV	1
TRAF-AC-GM-2ND DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-2ND DEG DWI-REFUSAL TO TEST-MV	1
TRAF-AC-GM-2ND DEG DWI-08 OR MORE -MV	1
TRAF-AC-GM-3RD DEG DWI-UI ALCOHOL-MV	1
TRAF-AC-GM-3RD DEG DWI-REFUSAL TO TEST-MV	1
TRAF-ACC-M-4TH DEG DWI-UI ALCOHOL-MV	2
DISTURB PEACE-MS-DISORDERLY CONDUCT	3
MS-VIOL HARASS RESTRAINING ORDER	1
DISTURB PEAC-MS-VIOL DOM ABUSE NO CONTACT ORD	1
PROP DAMAGE-FE-PRIVATE-UNK INTENT	1
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	5
PROP DAMAGE-MS-PUBLIC-OTHER INTENT	1
TRESPASS-MS-PRIVATE-UNK INTENT	1
ROBB-AGG-NO BH-HIGHWAY-POS FIRARM-CHILD-STR	1
THEFT-1001-5000 DLRS FE-MTR VEHICLE-OTH PROP	2
THEFT-500 OR LESS MS-BLDG-OTH PROP	3
THEFT-500 OR LESS MS-YARDS-OTH PROP	2
THEFT-500 OR LESS MS-MAIL-OTHER PROPERTY	1
THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	2
THEFT-UNK LVL-IDENTITY THEFT-UNK LOSS	1
THEFT-FE-ISSUE-WORTHLES-CHK-501 OR MORE	1
THEFT-FE-THFT BY SWINDLE TRICK-20000 OR MORE	1
FRAUD-FE-FIN-TRAN-CARD-NO-CNSENT-2501-19000	1
FRAUD-FE-FIN-TRAN-CARD-NO CONSENT 501-2500	1
TELECOMMUNICATIONS-FRAUD-MS-UNK-LOSS	1

2014	2015 April	2015 May	2015 June	2015 July	2015 August	2015
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BUILDING CONSTRUCTION

NUMBER OF BLDG. PERMITS	197	7	32	24	30	20	189
PROJECT VALUE	\$71,316,194.31	\$6,924,147.00	\$2,558,702.00	\$1,407,629.00	\$2,838,652.00	\$1,640,069.00	\$27,708,378.00
BUILDING PERMIT FEE	\$398,821.84	\$34,606.50	\$25,037.50	\$12,648.25	\$23,077.50	\$12,557.60	\$200,461.95
PLAN CHECK FEE	\$239,736.80	\$22,494.24	\$10,368.24	\$5,742.63	\$9,252.75	\$4,360.14	\$101,078.15

EXTERIOR REPAIR

NUMBER OF PERMITS	69	7	6	6	8	24	57
PROJECT VALUE	\$868,852.35	\$86,877.22	\$137,377.33	\$59,785.00	\$137,313.00	\$525,114.43	\$1,007,965.98
PERMIT FEE	\$15,457.53	\$ 1,549.00	\$ 1,835.75	\$ 1,165.25	\$ 2,294.75	\$ 7,257.00	\$15,257.25

MECHANICAL

NUMBER OF PERMITS	213	19	9	19	50	11	177
PROJECT VALUE	\$6,434,508.61	149,652.00	119,775.00	144,609.00	789,171.00	502,559.00	\$2,690,044.51
PERMIT FEE	\$108,666.50	3,169.04	2,395.25	2,950.90	13,994.36	8,080.68	\$49,141.89

PLUMBING

NUMBER OF PERMITS	193	23	17	26	27	11	177
PROJECT VALUE	\$4,316,761.00	\$468,799.00	\$58,701.79	\$127,994.50	\$249,817.00	\$47,623.00	\$1,468,399.29
PERMIT FEE	\$75,280.16	\$8,514.73	\$1,263.90	\$2,766.62	\$4,879.26	\$1,030.48	\$29,089.38

TOTAL # OF PERMITS	672	56	64	75	115	66	600
TOTAL INCOME	\$837,962.83	\$70,333.51	\$40,900.64	\$25,273.65	\$53,498.62	\$33,285.90	\$395,028.62

NUMBER OF INSPECTIONS

BUILDING	1061	88	136	96	99	70	787
EXTERIOR	86	8	11	6	11	22	60
HVAC	471	38	50	33	30	39	327
PLUMBING	401	28	72	41	43	24	373
OTHER	6	0	0	0	0	0	1
TOTAL # OF INSPECTIONS	2027	162	269	176	183	155	1548

RENTAL HOUSING INSPECTIONS

INSPECTIONS	119	16	4	4	2	3	93
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Memorandum

To: City Council and City Manager
From: Dave Dudinsky, Director of Public Service
Date: September 9, 2015
RE: RESOLUTION TO CERTIFY ASSESSMENT FOR LIFT STATION NO. 5 IMPROVEMENT PROJECT BENEFITING BOATWORKS II, LLC LOCATED AT 294 GROVE LA E (#100)

At the May 5th, 2015 Council meeting, staff reported that City Sewer Lift Station 5 was scheduled for refurbishing in the Sewer Capital Improvement Plan for 2015. Because of the additional flows projected by a new microbrewery operation being proposed on the Boatworks property, the scheduled refurbishing project was modified to a major upgrade of Lift Station 5. The City had the improvement project engineered, advertised, and obtained bids for the lift station improvements.

Staff recommended approval, and the City Council approved, the low bid for the upgrade to Lift Station 5 in the amount of \$227,440. Additionally, staff proposed that the City assess the benefiting cost of the lift station upgrade to the Boatworks property in the amount of \$109,660.

Attached is signed Agreement #1401, dated June 30, 2015, in which the Boatworks property owner of (Boatworks II, LLC) agrees to an assessment of \$109,660.00 to be assessed against the property over a ten year period, and expressly waives any and all claims that the amount levied against the property is excessive or invalid.

Also attached is a copy of the August 25, 2015 notice letter "NOTICE OF INTENT TO CERTIFY ASSESSMENT FOR LIFT STATION No. 5 PROJECT TO BE COLLECTED WITH TAXES" that has been delivered to Boatworks II, LLC.

In summary, the City Council approved the proposed upgrades to Lift Station 5, awarded the project to the low bidder, and Boatworks II, LLC has agreed to be assessed (\$109,660.00) as indicated by the signed agreement/waiver dated June 30, 2015. The action item for Council is now to certify the assessment to the county auditor.

Therefore, staff recommends that the Council conduct the required public hearing on the assessment, and subsequently approve Resolution No. 33-2015, certifying to the county auditor Boatworks II, LLC's assessment for the Lift Station No. 5 Project.

CITY OF WAYZATA

AGREEMENT OF ASSESSMENT FOR LIFT STATION 5 PROJECT

THIS AGREEMENT is made this 30th day of June, 2015, by and between the City of Wayzata, a Minnesota municipal corporation, (the "City") and Boatworks II, LLC, a Minnesota limited liability company with offices at 294 Grove Lane East, Suite 100, Wayzata, MN 55391 (the "Property Owner").

In connection with the City's plans to make certain refurbishments and upgrades to the sanitary lift station known as "Lift Station 5" (the "Project") to better serve and facilitate the increasing demands of properties in the area, including 294 Grove Lane East, Wayzata, MN 55391 (the "Property"), the Property Owner hereby agrees to pay, in a timely fashion, one hundred nine thousand, six hundred sixty dollars (\$109,660.00) via assessments against the Property over a ten (10) year period, to be collected in the manner prescribed for special assessments under the Wayzata City Code. The Property Owner expressly waives any and all objections to any irregularity with regard to this assessment process and any claim that the amount levied against the Property is excessive or invalid, together with all rights to appeals in the courts.

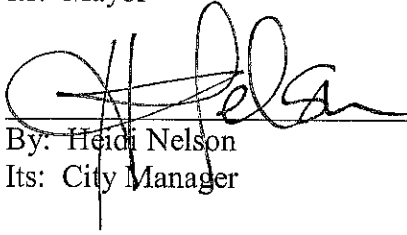
[signature pages follow]

ACCEPTED AND AGREED TO:

City of Wayzata,
A Minnesota Municipal Corporation



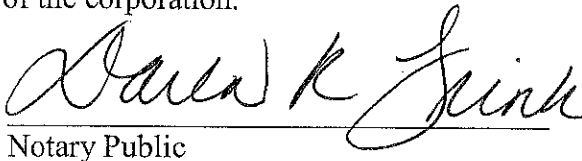
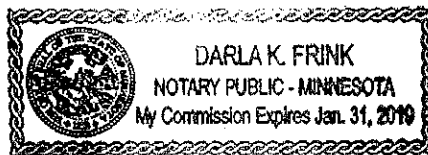
By: Ken Willcox
Its: Mayor



By: Heidi Nelson
Its: City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 7th day of July, 2015 by Ken Willcox, Mayor and by Heidi Nelson, City Manager of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.


Notary Public

ACCEPTED AND AGREED TO:

Boatworks II, LLC

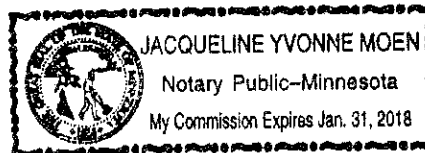
By:

Its

[illegible]

The foregoing instrument was acknowledged before me this 30 day of June, 2015 by Richard Born, a President on behalf of Boatworks II, LLL.

Notary Public



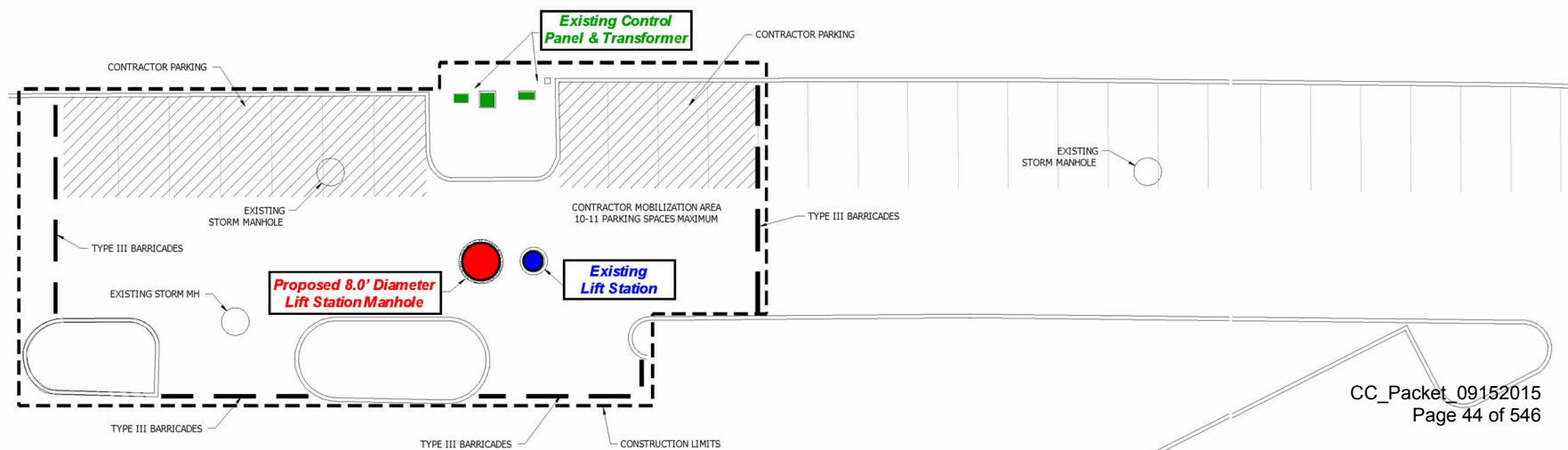
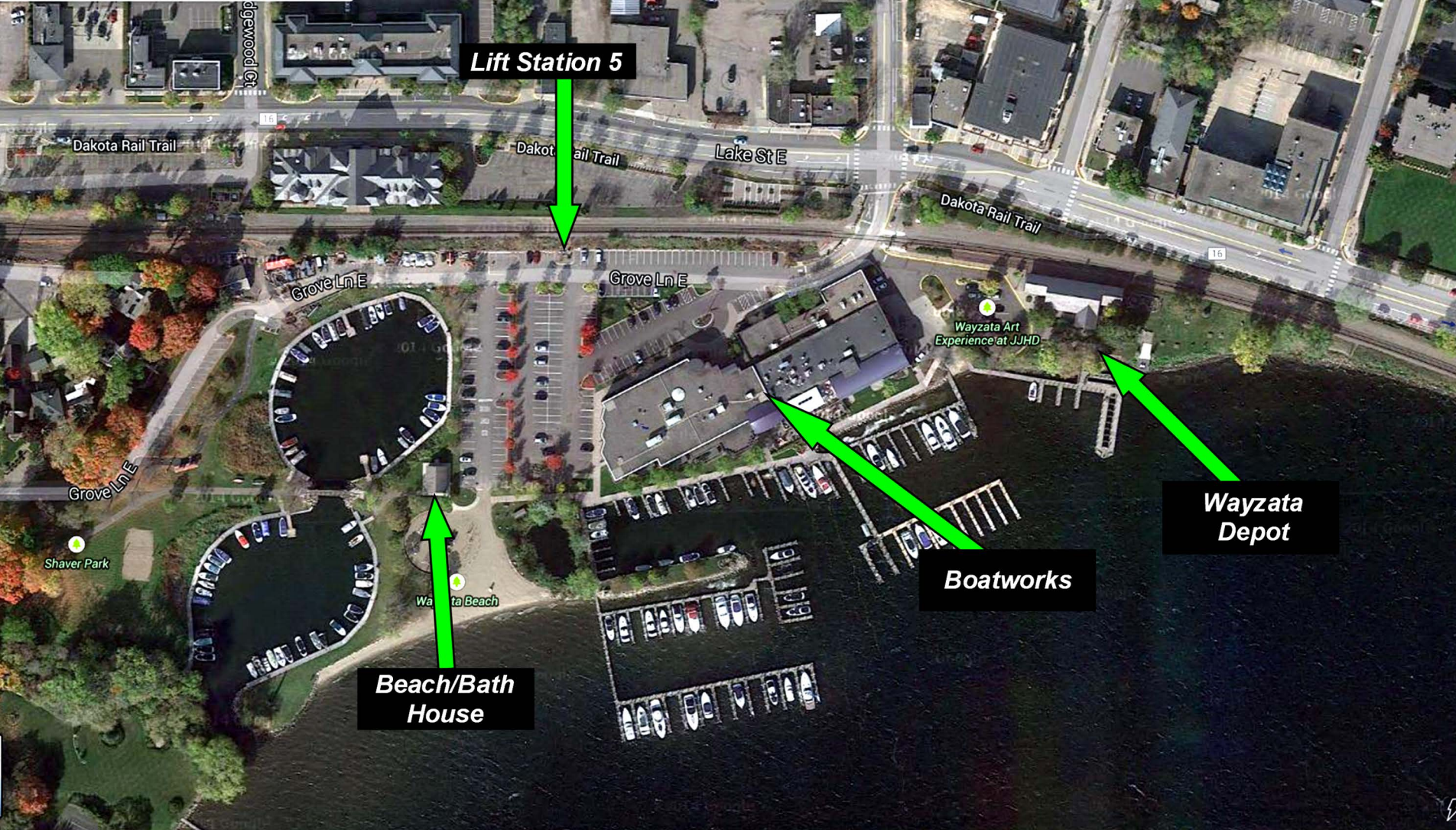
THIS INSTRUMENT DRAFTED BY:

City of Wayzata
600 E. Rice Street
Wayzata, MN 55391

Memorandum

TO: City Council and City Manager
FROM: David Dudinsky
DATE: April 29th, 2015
SUBJECT: Lift Station 5 Improvements

Refurbishing a City lift station is a relatively routine process that has typically been accomplished by the City Utility staff with consultant assistance as needed. Refurbishing occurs on a 15-20 years cycle and is generally limited to the replacement of the pumps and their associated hardware, piping and valves and electrical and control systems. If the sewer shed has changed, and there is a significant increase in sewage flows, the lift station pumps may need to be increased in pumping capacity and rarely, lift station wet wells are replaced with larger wet wells or an additional wet well in order to increase holding capacity.



Lift 5 was constructed in 1990. The lift station takes sewage flows from the Boatworks property, Depot property and Beach/Bath house.

The original small grinder pumps in this duplex station struggled with the sewage flows and grease from the then called Sasha's New York Style Deli. In 1998, the small grinder pumps were replaced with larger centrifugal pumps. This increase in pumping capacity maximized the capacity of the lift station; particularly due to the limited wet well volume (4 foot diameter wet well) and small diameter force main. The ability to increase the pumping capacity any further is severely limited and would likely lead to high maintenance and seriously diminished equipment life.

Refurbishing Lift Station 5 is necessary at this time and has been budgeted for in the 2015 Sewer Capital Improvement Fund (CIF). The planned renovation entails a straightforward pump and electrical component replacement budgeted at \$41,100.

However, the Boatworks Development has recently prepared for the lease of new space to a microbrewery. This new tenant is expected to increase sewage flows to existing Lift 5 through their brewing operation and customer draw. City staff has been working with the Boatworks to determine if the additional sewage flows will exceed the reasonable capacity of this lift station because any new flow will certainly challenge the lift station's ability to manage reliable sewage pumping operations.

The additional sewage flows projected by the new microbrewery operation reported to staff several months ago led staff to design a major upgrade of Lift Station 5. The project was designed, advertised and the bid opening was on April 1, 2015. Below is the LOW BID as well as the expected additional costs that are anticipated in order to complete the planned upgrade of Lift Station 5:

BASE BID SUBMITTED BY LOW BIDDER:	\$227,440.00
Engineering 11 %	\$25,018.40
Administration 1.5 %	\$3,411.60
Contingency 2 %	\$4,548.80
TOTAL PROJECT ESTIAMTE:	\$260,418.80

Much time and effort has been spent to date in accumulating data in an effort to determine the amount of additional sewage flows the microbrewery will generate. There is uncertainty amongst staff that the existing Lift Station without increased pumping capability will be reliable to handle additional waste water flows generated by the new microbrewery operation.

Staff feels it may be short sighted to just refurbish Lift Station 5 for the following reasons:

- Since little can be done to increase the GPM's of the existing lift station, the safety factor to deal with grease issues that can decrease performance of the pumps is less than desirable.
- If there is any intensification of sewage flows generated from the Boatworks, Depot, or Beach/Bath house properties, it's almost a certainty Lift Station 5 will need to be upgraded.

Why is the upgrade so expensive?

Of the city's 25 sewer lift stations, the four lift stations that take sewage flows not just from residential properties but also commercial properties, all have wet wells at least six feet in diameter. Lift station 5 has a wet well size of four feet in diameter. A majority of the upgrade cost is the installation of a new larger wet well in poor soil conditions and well below lake level. Staff has spent much time with our consultant in the design of the lift station upgrade, implementing cost saving measures whenever possible. That said the overall upgrade cost is very expensive.

Which leads to the question-Who should pay for the upgrade of Lift Station 5 and how much?

The fact is that if the lift station wet well was six feet in diameter or more instead of the four feet in diameter that it is, the City would have just went ahead with the refurbishing of the lift station as planned at an estimated cost of \$41,100 but would have installed larger pumps to address the additional flows anticipated from the new microbrewery operation. The estimated cost to upsize the pumps estimated at \$6,000 is all that would have been charged to the boat works.

So in summary:

- The City had plans to refurbish Lift Station 5 in 2015 and budgeted \$41,100. This included replacing the pumps in kind and replacing electrical controls, floats, etc. as needed.
- If the wet well for Lift Station 5 had been six foot in diameter or more instead of four feet in diameter, the estimated cost to upsize the pumps (that we already planned to replace) is estimated at about \$6,000.
- Because there is very little opportunity to increase the handling and pumping capacity of the existing lift station, the upgrade of Lift Station 5 is anticipated to be \$260,419.

Service Availability Charges (SAC):

In the mid-1980's the city adopted SAC for all new connections to the city's sanitary sewer system. In theory, the purpose of SAC was to use this money when the number of new connections constituted the need to upsize sanitary sewer facilities to accommodate all the new users that drove the need for the upsizing to handle increasing flows. The argument for adopting such fees was that existing users should not have to pay for the cost to increase capacity but the money collected from new connections over time should be used instead.

Since 1997, the Boatworks has paid for a total of 17 City SAC Units; 5 units in 1997, 1 unit in 2004, and 11 units in 2014. The total accumulated cost for the 17 City SAC units was \$6,125.00

Staff suggests the city council consider using SAC funds to offset the overall cost to upgrade Lift Station 5:

This upgrade will accommodate existing and future development or redevelopment within the area that the lift station serves including not only the Boatworks property but also the Wayzata Depot grounds and Beach/Bath House properties as well.

Payment Option for Consideration:

Anticipated Overall Project Cost:	\$260,419
Less City Budgeted amount to refurbish the lift station paid from the Sewer CIF of	\$-41,100
Remaining Outstanding Balance:	\$219,319
City uses SAC to pay for half of the outstanding balance:	\$109,660
** Boatworks pays for half of the outstanding balance:	\$109,660

Other project cost options certainly can be entertained.

Staff recommends that Lift Station 5 be upgraded.

Staff recommends the council approve low bid for the upgrade of Lift Station 5 in the amount of 227,440 to Minger Construction.

** The lift station upgrade will be capable of handling additional sewage flows if there is an intensified use of the Boatworks property in the future.



Project Name:

CONSTRUCTION OF REPLACEMENT LIFT STATION NO. 5

I hereby certify that this is an exact reproduction of bids received.

City Project No.:

Stantec Project No.: 193803132

Bid Opening: Wednesday, April 1, 2015 at 11 A.M., CDT

Owner: **City of Wayzata, Minnesota**

Michael Kelly, PE
License No. 40952

BID TABULATION

Minger Construction

Magney Construction

Geislinger & Sons

PCiRoads, LLC

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:											
1	MOBILIZATION	LS	1	\$12,050.00	\$12,050.00	\$30,000.00	\$30,000.00	\$11,625.00	\$11,625.00	\$45,000.00	\$45,000.00
2	TRAFFIC CONTROL	LS	1	\$2,800.00	\$2,800.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
3	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1	\$2,700.00	\$2,700.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
4	SAWCUT BITUMINOUS PAVEMENT	LF	120	\$7.80	\$936.00	\$4.00	\$480.00	\$8.00	\$960.00	\$15.00	\$1,800.00
5	REMOVE BITUMINOUS PAVEMENT	SY	75	\$16.00	\$1,200.00	\$24.00	\$1,800.00	\$10.00	\$750.00	\$45.00	\$3,375.00
6	FURNISH 8 FOOT DIAMETER WETWELL, TOP SLAB, DRIV	LS	1	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00	\$62,500.00	\$62,500.00	\$55,000.00	\$55,000.00
7	INSTALL WETWELL BY CAISSON CONSTRUCTION, INCLU	LS	1	\$60,000.00	\$60,000.00	\$114,200.00	\$114,200.00	\$98,000.00	\$98,000.00	\$85,000.00	\$85,000.00
8	CORE DRILL/INSTALL JACK 10" CARRIER PIPE AND 8" G	LS	1	\$5,575.00	\$5,575.00	\$4,000.00	\$4,000.00	\$19,000.00	\$19,000.00	\$22,000.00	\$22,000.00
9	REMOVE EXISTING FORCEMAIN(S) AS REQUIRED AND IT	LF	30	\$4.80	\$144.00	\$200.00	\$6,000.00	\$300.00	\$9,000.00	\$240.00	\$7,200.00
10	PROVIDE BY-PASS PUMPING FROM EXISTING LIFT 5 AS	LS	1	\$20,685.00	\$20,685.00	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$34,000.00	\$34,000.00
11	FURNISH AND INSTALL INTERIOR WET WELL DIP PIPE	LS	1	\$16,625.00	\$16,625.00	\$8,500.00	\$8,500.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
12	FURNISH AND INSTALL SUBMERSIBLE PUMPS, RAILS, BA	LS	1	\$23,650.00	\$23,650.00	\$40,000.00	\$40,000.00	\$31,000.00	\$31,000.00	\$50,000.00	\$50,000.00
13	REMOVE TEMPORARY BY-PASS PUMPS AND PIPING FRO	LS	1	\$14,850.00	\$14,850.00	\$9,500.00	\$9,500.00	\$18,000.00	\$18,000.00	\$7,500.00	\$7,500.00
14	REROUTE AND RECONNECT EXISTING LIFT 5 VENT AND	LS	1	\$2,230.00	\$2,230.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$35,000.00	\$35,000.00
15	FURNISH AND INSTALL NEW LIFT 5 CONTROL PANEL AN	LS	1	\$25,000.00	\$25,000.00	\$17,500.00	\$17,500.00	\$31,200.00	\$31,200.00	\$7,000.00	\$7,000.00
16	AGGREGATE BASE, CLASS 5	TN	18	\$40.00	\$720.00	\$40.00	\$720.00	\$50.00	\$900.00	\$95.00	\$1,710.00
17	BITUMINOUS WEARING COURSE MIXTURE	TN	20	\$225.00	\$4,500.00	\$220.00	\$4,400.00	\$160.00	\$3,200.00	\$250.00	\$5,000.00
18	REPAIR ALL BITUMINOUS PAVEMENT DAMAGED BY CON	SY	50	\$55.50	\$2,775.00	\$55.00	\$2,750.00	\$65.00	\$3,250.00	\$50.00	\$2,500.00
19	MISCELLANEOUS SITE RESTORATION	LS	1	\$6,000.00	\$6,000.00	\$3,900.00	\$3,900.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
TOTAL BASE BID					\$227,440.00		\$289,250.00		\$325,385.00		\$399,585.00

SUBSTITUTE ITEMS:

ITEM
MANUFACTURER
ADD OR DEDUCT

ITEM
MANUFACTURER
ADD OR DEDUCT

1. Boatworks water use on a work day and a weekend day with focus on 6 Smith Restaurant.

The Boatworks water meter was read over a period of 33 hours beginning at 11 AM on Friday 4/17/15 and ending at 8 pm on Saturday 4/18/15. The readings were made to reflect 3 hour lunch and dinner periods at the 6 Smith Restaurant and a 3 hour period (2 PM – 5 PM) in the afternoon. The “overnight” water use over the period from 8 PM Friday to 11 AM Saturday was also possible.

The largest reading over a 3 hour time period was 1,800 gallons, and it occurred Saturday night from 5 PM to 8 PM. The average rate over this period was 10 gpm.

The smallest reading over a 3 hour time period was 800 gallons, and it occurred Saturday afternoon from 2 PM to 5 PM. The average rate over this period was 4.4 gpm. The same period on Friday, a work day was 1,200 gallons, or a rate of 6.7 gpm.

The overnight readings yielded a flow volume of 3,600 gallons. The average rate of use over this 15 hour period was 4 gpm.

2. Boatworks water use for a three day Period Tuesday 4/21/15 to Friday 4/24/15

The metered water use over the above three day period was 40,390 gallons, or an average of 9.4 gpm. Each day was virtually the same; there was less than 5% variance.

3. 6 Smith Customers

The number of customers on Friday 4/17/15 was 458 and Saturday 4/18/15 was 494.

If we use the 494 customers on Saturday 4/18/15 and they dined over the 3 hour period for lunch and the three hour period for dinner, we would get $2,600 \text{ gallons} \div 494 \text{ customers} = 5.3 \text{ gallons per customer}$. The average rate would then be 7.2 gpm. The largest customer day last summer was reported to be 920 customers on the 4th of July. Scaling up to 920 would not quite double the water use on a peak customer day at 6 Smith.

4 Wayzata Brew Works

The Brew Works recently supplied drawings and specifications of the brewing tankage that requires cleaning; reportedly on a three weeks cycle. The spray nozzle spec’s call for a flow of 10 – 20 gpm. They also report that, other than this water use, the majority of their water use will go into the product.

5. Marina and Boat Holding Tank pumpage.

Jim has found the individual responsible for pumping boat holding tanks. They report pumping 4 – 5 holding tanks a week with a volume of about 30 gallons each. This pumping is reported to occur for the summer months of July, August and September. This volume is insignificant.

6. Boatworks building Plans

Terry Schneider forwarded several building plans of the Boatworks plumbing. These plans covered the east and west building wings and the 6 Smith build-out. After reviewing the plans, it was found (to the extent provided by these drawings) that roof drainage appears to be discharge outside of the building to the stormwater system, or to the Lake. The largest building sewer shown on the drawings is 4-inch. I did find that the elevator pit has drain tile that runs to two clear water pumps. These pumps appear to discharge into the rest room plumbing near the elevator(s).

7. Metered water use from Boatworks billings (KBJ Spreadsheet 3-30-15)

The metered/sold water monthly bills show a dramatic increase in the summer months. It also shows an increase in the non-summer quarters after 2nd quarter 2014 (6 Smith?). The 4th quarter 2015 metered water volume was 844,500 over 97 days. This quarter should not include outside/irrigation/boat washing water use and reduces to a daily use of 8,706 gpd, or an average demand of 6 gpm. This average demand is similar to the metered water use in items 1 and 2 above.

8. Future wastewater contributions to Lift Station No. 5

There are at least two known future contributors to the Lift 5 sewershed. The first one is the Wayzata Depot. The Depot contributes a very small flow to Lift 5 and is too small to affect the existing or future station capacity. There is a desire to add bathrooms at or contributory to the Depot's sanitary service. The bathrooms would provide facilities to visitors and cruise boats that stop to deliver passenger an opportunity to shop in Wayzata's Lake Street business district. Quantifying this flow at this time is uncertain, but likely to also be small.

The second future sanitary flow to Lift 5 will come from the Bath/Beach House at Wayzata's marina. Plans are underway to add a small food counter at this facility. It is assumed that there will be cooking and cleaning at this building. This counter is not expected to add more than a contribution from a sink and too small a flow to be concerned with. If, however the service counter here become large and involves dishwashing or other regular wastewater discharge, it should certainly be included in the flow to Lift 5.

9. Conclusions

Based on the recent water metering to the Boatworks development and the discussion above, the expected normal wastewater production from this building was found to be:

Normal Daily flow average - 10 gpm

Expected Brew Works cleaning flow - 20 gpm

Bath House summer use estimate – 5 gpm

Wayzata Depot estimate – 5 gpm

Total average daily flow – 40 gpm

The average flow will certainly peak during each day. Since this service is for Lift 5 is so small, the peaking factor would be expected to be higher than, say a residential district. A factor of 2 is suggested as a minimum adjustment. The instantaneous peak would then become 80 gpm.

The Boatworks mechanical maintenance service performed a fixture count to estimate wastewater production from this building. Their work yielded a fixture count of 324 for the existing building and another 60 units for the Brew Works totals 384 fixture units. Under the Minnesota Plumbing Code, subparagraph 4, Supply demand for various loads in supply fixture units, and round up to 400 units would return a supply demand of 127 gpm.

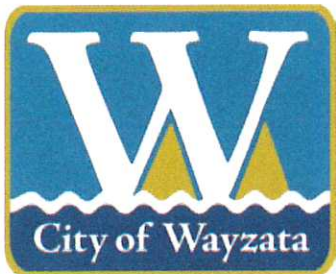
Obviously, there is a large disparity between each of these approaches. It is pointed out that the fixture unit approach is more suitable for larger plumbing systems and is intended to size services and metering.

The best information that has been generated in this analysis is the actual metered water events. We have also learned that the summer water use peaks are probably the result of “outside” water use.

Wayzata staff has also monitored run times at Lift 5. This information is presented on the spreadsheet referred to above. During this monitoring, the flow to Lift 5 did not exceed 40 gpm after a peaking factor of 2 was applied.

Lift Station No. 5, based on the findings above, appears to have capacity to pump existing flows from the Boatworks, including the addition of the Brew Works, the Bath/Beach House, and Wayzata Depot.

The existing lift station, even though it may have the capacity to reliably pump the incoming flow at this time, does fall short in two other categories. First, the wet well volume is too small for the existing pumps. The wet well volume is undersized due to its four foot diameter and the depth incoming Boatworks sewer. Undersized lift station volume results in too frequent starts of the pump motors and their overheating. This condition will reduce their service life of the equipment and pumps. The existing motors, fortunately, are relatively small and have survived unexpectedly well. Secondly, there is no ability in the wet well to store floating material, particularly grease from the 6 Smith restaurant. This in turn results in even further reducing the storage volume of the wet well, which creates many problems for the pumps, valves and forcemain, and added maintenance and cost for the City. Providing a larger wet well will allow grease to collect on top of wet well, away from the pumps and reduce the effort to manage maintenance for the staff.



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

**NOTICE OF INTENT TO CERTIFY ASSESSMENT FOR LIFT STATION NO. 5 PROJECT
TO BE COLLECTED WITH TAXES**

August 25, 2015

Boatworks II, LLC
c/o Mr. Rick Born
294 Grove Lane East #100
Wayzata, MN 55391

Property ID #: 06-117-22-32-0023
Property Address: 294 Grove Lane East
Amount to be Assessed: \$109,660.00

Dear Mr. Born:

This letter is your notice that the City of Wayzata is preparing to certify or add \$109,660 for the Lift Station No. 5 Project to your property taxes. If these unpaid charges for the property described above are not paid by September 9, 2015, the City Council will certify them to the county auditor to be collected along with your property taxes.

To avoid this certification, mail a copy of this letter with a check payable to the "City of Wayzata" in the amount of \$109,660, or bring your payment to the City of Wayzata Offices, located at 600 Rice Street East, Wayzata, Minnesota 55391, between the hours of 7:00 am and 4:30 pm, Monday through Thursday, and 7:00 am and 11:00 am on Friday. You may contact me at 952-404-5361 if you have any questions.

Your payment must be received by the City of Wayzata on or before September 9, 2015 to avoid certification for the Lift Station No. 5 Project to be collected along with your property taxes.

The Wayzata City Council is scheduled to meet at 7:00 p.m. on Tuesday, September 15, in the Community Room at Wayzata City at 600 Rice Street East in Wayzata, Minnesota 55391, to hear and adopt a resolution certifying the charges for the Lift Station No. 5 Project to be collected along with 2016 property taxes. You have the right to attend this hearing and protest the pending action. Once the resolution is adopted, these charges will be assessed a penalty of \$35.00 and bear interest at the rate of 4.25% per annum from December 1, 2015.

Sincerely,

Dave Dudinsky
Director of Public Service

**THIS IS THE ONLY NOTICE YOU WILL RECEIVE BEFORE THE CITY COUNCIL WILL
CERTIFY THESE CHARGES TO BE COLLECTED WITH YOUR PROPERTY TAXES.**

RESOLUTION NO. 33-2015

**RESOLUTION CERTIFYING TO THE COUNTY AUDITOR ASSESSMENT FOR
LIFT STATION NO. 5 PROJECT**

WHEREAS, the City plans to make certain refurbishments and upgrades to the sanitary lift station known as "Lift Station 5" to better serve and facilitate the increasing demands of properties in the area, including 294 Grove Lane E, Wayzata MN 55391; and

WHEREAS, the Boatworks II, LLC, a Minnesota limited liability company, with offices at 294 Grove Lane East, Suite 100, Wayzata, MN 55391 ("Property Owner"), has entered into an agreement with the City of Wayzata and has agreed to pay one hundred nine thousand, six hundred sixty dollars (\$109,660.00) for certain refurbishments and upgrades to the sanitary lift station known as "Lift Station 5".

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the attached list (Attachment A) is made apart hereof and that the fees and charges contained therein are made a lien and assessment upon the premises served and benefiting by such services.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to certify the attached assessment, which includes a \$35.00 service fee, to the Auditor of Hennepin County for extension on the tax rolls against the designated premises in the same manner as real estate taxes, for collection by the County Treasurer and payment upon collection to the City of Wayzata, at an interest rate of four point twenty five percent (4.25%) over a ten (10) year period.

Adopted by the Wayzata City Council this 15th day of September 2015.

Kenneth Willcox, Mayor

ATTEST:

Heidi Nelson, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

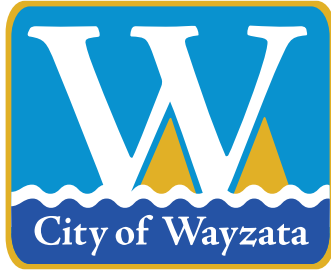
I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 15, 2015.

Becky Malone, Deputy City Clerk

SEAL

ATTACHMENT A

<u>Property ID</u>	<u>Address</u>	<u>Balance</u>	<u>Admin Fee</u>	<u>Total Assessment</u>
06-117-22-32-0023	294 Grove La E	\$109,660.00	\$35.00	\$109,695.00



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

Date: September 10, 2015

To: Mayor Willcox and Councilmembers

From: Heidi Nelson, City Manager
Steve McDonald, Contracted Finance Director

Subject: 2016 Budget

Introduction

Enclosed is the 2016 preliminary budget as prepared by City staff with updated data received from the August 18, 2015 City Council Work Session. The following changes are reflected in this memo:

Department	Memo Date			Change
	7/30/2015	8/12/2015	9/10/2015	
Administrative and finance	\$ 712,262	\$ 712,262	\$ 681,262	(31,000)
Police protection	1,598,519	1,649,689	1,649,689	51,170
Fire protection	347,534	344,305	344,305	(3,229)
Parks, recreation and forestry	529,004	543,922	543,922	14,918
Total	\$ 2,475,057	\$ 2,537,916	\$ 2,537,916	\$ 62,859

- Administration and finance reflects a reallocation of accounting fees to affected enterprise funds and removing website costs
- Police protection reflects additional time for a CSO starting 4/1/16 and council direction for a new hire to start sooner than mid-year as previously reported.
- Fire protection reflects an adjustment to the Chief's stipend
- Park, recreation and forestry reflects increased lifeguard wages and the dock master position.

A preliminary budget and tax levy must be approved and certified with the County by September 30, 2015. The development of the annual budget is a comprehensive process that includes the Mayor and Council, staff input, budget work sessions, and ultimately the preparation of a final budget document to be approved by City Council in December. A goal of the General Fund was to continue the implementation of Council goals identified in the strategic plan while minimizing the tax levy increase. The budget presented assumes a 3.31% general fund tax levy increase and an overall levy increase of 2.95%.

Changes for 2016

The biggest change to the 2016 Budget is the consolidation of departmental transfers to various Capital Improvement Plan (CIP) funds into one line item in the unallocated account. The proposed transfer amount is \$715,774. In addition, maintenance items previously included in the CIP were transferred to the operating expenditures of specific departments within the general fund. That amount was \$63,500. The overall result of this change is minimal considering the same amount of money will be spent, the only difference is where the expenditure will be recorded.

Tax Levy Summary

Overall, the tax levy includes levies for general operations, City infrastructure and debt services. The levy includes an overall 2.95 percent increase from 2015. The 2015 budgeted and 2016 proposed tax levies are listed below:

	2015	2016 Prelim	Increase (Decrease)	% change
General	\$ 3,926,983	\$ 4,056,795	\$ 129,812	3.31%
City infrastructure	210,000	210,000	-	NA
Bonds				
G.O. Street Reconstruction Bonds, Series 2009B (Ferndale)	34,815	34,030	(785)	-2.25%
2004A Big Woods	213,150	213,520	370	0.17%
Total City tax levy	\$ 4,384,948	\$ 4,514,345	\$ 129,397	2.95%

Summary of the City's Tax Capacity

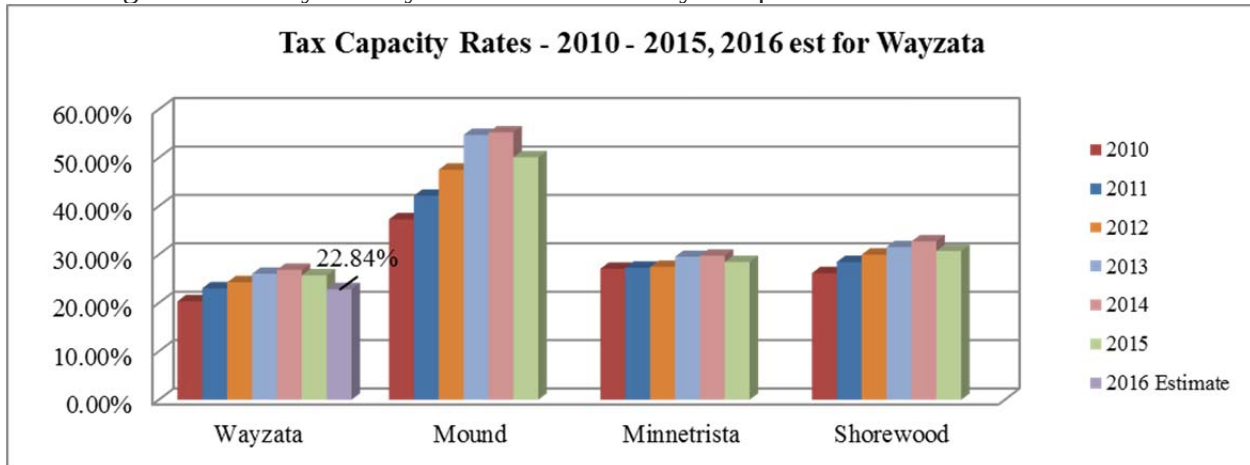
The past two years with comparison to the average percentage change for Hennepin County is listed below:

	2014 Pay 2015	2015 Pay 2016	% Change (Wayzata)	% Change (Suburban Hennepin)
Commercial	\$ 5,872,020	\$ 6,092,540	3.76%	3.16%
Industrial	269,524	187,068	-30.59%	-0.50%
Apartment	1,338,978	1,712,649	27.91%	16.78%
Residential	12,099,960	13,370,477	10.50%	10.14%
Other	25,200	25,200	0.00%	0.73%
Total	\$ 19,605,682	\$ 21,387,934	9.09%	7.84%

The current tax capacity and historical tax capacity rates are summarized below for Wayzata and three relatively comparable Lake Minnetonka Cities. The major difference between Wayzata and the three comparable cities is the large commercial tax base.

Tax Capacity by Type	Wayzata	Mound	Minnetrista	Shorewood
Commercial	\$ 6,092,540	\$ 600,340	\$ 102,170	\$ 781,115
Industrial	187,068	107,100	46,260	132,370
Apartment	1,712,649	216,926	-	22,314
Residential	13,370,477	9,717,276	12,866,607	15,005,345
Other	25,200	11,100	627,876	21,938
Total	\$ 21,387,934	\$ 10,652,742	\$ 13,642,913	\$ 15,963,082

Following is a summary of Wayzata's tax rate history compared to these communities.



Staffing

Data related to the number of full time equivalent positions is noted below:

Summary of FTES by Department	2012	2013	2014	2015	2016
Council	5.00	5.00	5.00	5.00	5.00
Administration	3.60	4.60	4.60	5.60	4.60
Streets	5.03	5.03	5.03	5.03	5.10
Parks	3.96	4.96	5.96	5.96	7.00
Engineering	1.00	1.00	1.00	2.00	1.85
Building inspection	1.58	2.58	2.58	2.58	2.58
Planning	1.00	1.00	1.00	1.00	1.00
Assessing	-	-	-	-	-
Police	13.00	13.00	13.60	13.60	14.35
Subtotal governmental	34.17	37.17	38.77	40.77	41.48
Water	2.86	2.86	2.86	2.86	2.95
Sewer	2.86	2.86	2.86	2.86	2.95
Storm	0.34	0.34	0.34	0.34	0.40
Motor Vehicle	2.00	2.00	4.75	4.75	5.00
Liquor operations	23.53	31.41	31.41	31.41	35.00
Recycling					
Subtotal enterprise	31.59	39.47	42.22	42.22	46.30
Total	65.76	76.64	80.99	82.99	87.78
Wage COLA	0.00%	1.50%	2.00%	2.00%	2.00%

Summary of Changes:

- Continued implementation of the Compensation and Class program with a Step system for the majority of the employees and a performance program for department heads. The 2016 budget assumes an increase of 2 percent in the cost of living plus step increases per the approved pay plan.
- Health insurance premiums are scheduled to increase 11.5 percent.
- Changes in staffing include the elimination of the Administrative Services Director position (funding for consulting services in Administration and finance budget), the addition of a police officer (hired beginning of year), and the addition of a parks maintenance employee (hired 2nd qtr.) and the dock master position.

General Fund Budget Summary

		Actual		Budget			Percent
		2013	2014	2015	2016	Increase / Decrease From PY	Change
REVENUES							
	Taxes	3,947,401	4,025,293	3,926,983	4,056,795	129,812	3.00%
	Franchise fees	80,732	79,619	82,000	82,000	0	0.00%
	Licenses and permits	708,478	793,420	382,800	405,225	22,425	6.00%
	Intergovernmental	294,665	224,836	143,000	183,400	40,400	28.00%
	Charges for services	830,093	832,032	710,327	698,084	-12,243	-2.00%
	Fines and forfeitures	71,154	78,985	65,500	73,500	8,000	12.00%
	Interest	535	40,734	22,000	35,000	13,000	59.00%
	Miscellaneous	39,182	15,317	3,000	5,000	2,000	67.00%
	Transfers in	125,000	125,000	165,000	190,000	25,000	15.00%
TOTAL REVENUES		6,097,240	6,215,236	5,500,610	5,729,004	228,394	3.57%
		Actual		Budget			Percent
		2013	2014	2015	2016	Increase / Decrease From PY	Change
EXPENDITURES							
	Mayor and council	\$36,179	\$36,730	\$45,036	46,236	1,200	3.00%
	Administrative and finance	886,363	666,398	706,734	681,262	(25,472)	-4.00%
	Assessing	46,230	51,607	52,500	53,500	1,000	2.00%
	Planning and zoning	105,294	108,840	114,485	123,038	8,553	7.00%
	General government buildings	166,877	178,075	182,515	219,300	36,785	20.00%
	Water resource contract	-	-	-	-		
	Police protection	1,392,537	1,473,630	1,501,989	1,649,689	147,700	10.00%
	Fire protection	294,466	317,706	323,249	344,305	21,056	7.00%
	Building inspections	223,935	224,793	231,429	255,127	23,698	10.00%
	Emergency management	4,626	2,599	5,350	5,350	-	0.00%
	Health inspections	31,416	28,433	32,000	32,000	-	0.00%
	Streets	467,651	478,769	508,532	549,125	40,593	8.00%
	Street lighting	72,726	68,545	69,000	72,750	3,750	5.00%
	Engineering	108,870	112,714	172,328	195,626	23,298	14.00%
	Parks, recreation and forestry	381,580	365,734	424,458	543,922	119,464	28.00%
	Unallocated	225,138	177,391	354,500	957,774	603,274	170.00%
	Capital outlay	4,979	1,686	6,000	-	(6,000)	
	Capital outlay - public safety	-	-	-	-		
	Operating transfers out	1,568,991	1,756,636	770,505	-	(770,505)	-100.00%
TOTAL EXPENDITURES		6,017,857	6,050,286	5,500,610	5,729,004	228,394	3.57%
Excess (Deficient) Revenue		\$79,383	\$164,950	-	\$ -	\$ -	

Revenue changes:

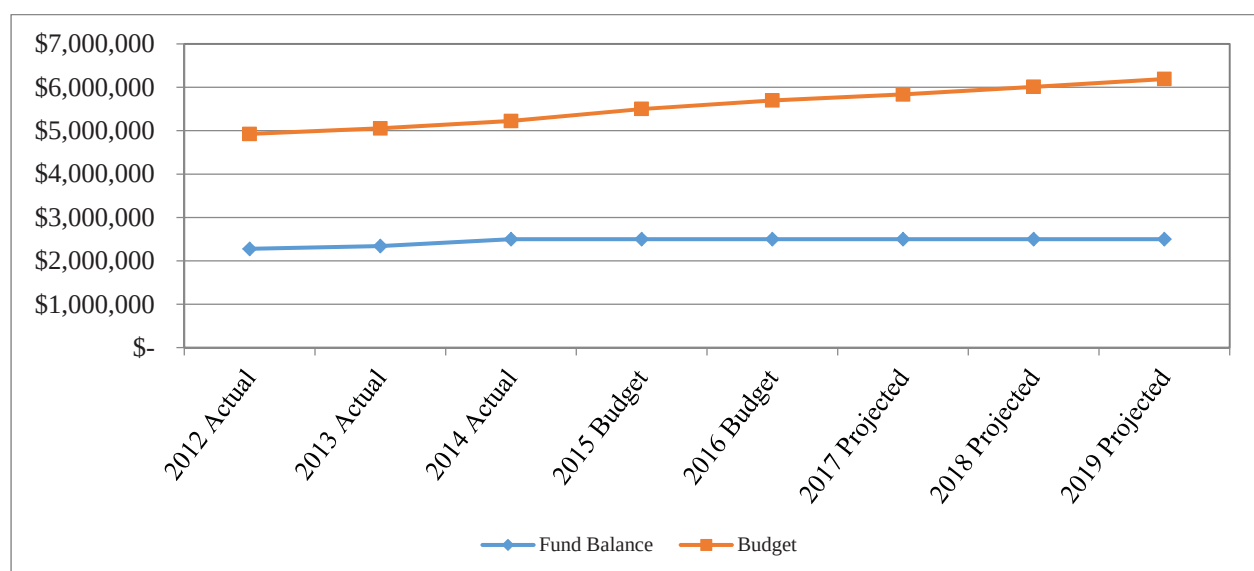
- Decrease in Charges for Services to reflect a reduction in the amount of the proposed police contract with Long Lake.
- Intergovernmental increased to reflect actual receipts of police and fire aid.
- Minimal increase in License and permits due to continued building activity.

Expenditure changes:

- Administrative costs decreased to reflect charge of consultant cost to affected enterprise funds.
- Maintenance items previously budgeted in the CIP have been added to Building
- Police increased mainly due to hiring CSO and an additional officer.
- Operations and Maintenance and Parks departments. Total added is \$63,500. Examples of projects include:
 - Prairie maintenance of City Hall and Mill Street.
 - Update Parks and Recreation Brochure
 - Initiate Parks programs through City web site.
 - Replace garage aprons at Public Works.
- Funding (\$10,000) to support the operation of the trolley is included.
- Parks programming position (\$20,000) to be funded as a pilot project for 2016 with 2015 year end revenue; potentially offset by fundraising.

General Fund Balance

Wayzata's fund balance policy states that the City will maintain an unassigned fund balance of 40% of the next year's budgeted expenditures of the General Fund. A summary of the general fund balance history and 2016 budget is as follows:



Capital Improvement 2016 Plan and Fund Balances

As part of the budget process, the Council reviews the planned CIP activity. The detail of 2016 planned projects are included as a separate attachment. Based on the planned projects the following table summarizes the projected ending cash balance at the end of the next six years.

<i>Cash Balances</i>	2015	2016	2017	2018	2019	2020
<i>General Fund</i>	905,740	1,062,558	1,024,137	1,066,312	1,061,556	821,471
<i>Streets Fund</i>	872,308	1,428	79,275	121,086	428,743	255,925
<i>Parks and Trails Improvement Fund</i>	950,113	818,265	834,341	808,067	728,717	368,429
<i>Lakefront Improvement Fund</i>	726,650	735,861	756,546	841,793	932,474	872,584
<i>Stormwater Improvement Fund</i>	488,666	236,818	652,433	918,642	1,296,876	1,367,638
<i>Water Improvement Fund</i>	2,696,702	3,308,242	3,700,253	4,191,299	4,652,549	3,822,980
<i>Sewer Improvement Fund</i>	1,309,040	1,982,628	2,901,464	3,553,658	4,482,985	5,191,349
<i>Liquor Store Enterprise Fund</i>	1,035,971	1,361,189	1,773,397	2,148,082	2,581,481	3,025,472
<i>Library Fund</i>	434,250	494,848	557,740	527,021	593,763	568,447
<i>Cemetery Fund Fund</i>	45,510	45,965	6,828	6,896	6,965	7,034
Total	9,466,965	10,049,819	12,288,430	14,184,874	16,768,129	16,303,349

Overall, the reserve levels are sufficient based on the current estimate of project costs. A telecom CIP is currently being developed.

Municipal Liquor Fund Summary

A summary of the liquor fund budgets are listed below. While the overall profit is shown at a much lesser amount for both operations, this is the reflection of current market conditions. Each line item has been reviewed.

In addition to the budgets below, the managers of each operation have begun the process of implementing a business plan. This plan considered the strengths and dangers of the liquor operations landscape and designed a management response to each significant area identified. . The summary of the plan is included in this packet.

	Actual			Budget	Budget
Liquor - Bar and Grill	2012	2013	2014	2015	2016
Revenue	\$ 2,753,507	\$ 2,920,439	\$ 3,142,763	\$ 3,097,700	\$ 2,744,200
Cost of goods sold	(883,547)	(881,753)	(995,755)	(988,125)	(794,397)
Operating expenses	(1,399,439)	(1,439,499)	(1,583,076)	(1,747,141)	(1,726,342)
Depreciation	(3,873)	(73,342)	(72,743)	(73,000)	(73,000)
Debt interest	-	(213)	-	(63,565)	(62,465)
Other financing sources	(155,565)	(15,000)	(15,000)	(50,320)	(50,000)
Net revenue/(expense)	311,083	510,633	476,189	175,549	37,996
Other cash use:					
Add back depreciation	3,873	73,342	72,743	73,000	73,000
Capital purchaes	-	(5,024)	(20,147)	-	-
Bond principal	-	-	-	(50,000)	(52,500)
Net cash effect	\$ 314,956	\$ 583,975	\$ 548,932	\$ 198,549	\$ 58,496
Cost of goods sold	32%	30%	32%	32%	29%
Gross profit	68%	70%	68%	68%	71%
Operating expenses	51%	49%	50%	56%	63%
Net income before transfers	17%	18%	16%	7%	3%

The main change from the 2014 actual results to the 2016 budget is a revenue decrease due to market conditions and increased expenses mainly due to increased insurance costs related to the implementation of the Affordable Care Act (ACA). On a positive note, the cost of goods sold decrease reflects the implementation of more active product management system.

As mentioned above, implementation of the ACA will have the direct effect of increase insurance costs. The City has budgeted \$40,000 increased costs for 4 employees who work 30 hours or more who previously were not eligible for insurance. Currently, the Bar and Grill manager is managing staff to minimize the number of employees over 30 hours per week but based on the past year results there would be 18 employees eligible for a cost of \$198,000. Additionally, the minimum wage will increase \$.50 an hour in 2016 and we estimate this will have a \$20,000 effect on Bar and Grill labor. These are pointed out to indicate the new challenges in achieving a profitable operation.

Municipal Liquor Fund Summary – Continued

	Actual			Budget	Budget
Liquor - Off Sale	2012	2013	2014	2015	2016
Revenue	\$ 2,411,676	\$ 2,397,472	\$ 2,464,176	\$ 2,559,400	\$ 2,206,170
Cost of goods sold	(1,783,340)	(1,754,637)	(1,805,821)	(1,851,500)	(1,603,726)
Operating expenses	(432,388)	(446,862)	(452,077)	(515,138)	(426,096)
Depreciation	(708)	(73,342)	(72,743)	(73,000)	(73,000)
Debt interest	-	(213)	-	(63,565)	(62,465)
Transfer out	(155,565)	(15,000)	(15,000)	(50,320)	(50,320)
Net revenue/(expense)	39,675	107,420	118,535	5,877	(9,437)
Other cash use:					
Add back depreciation	708	73,342	72,743	73,000	73,000
Capital purchases					
Bond principal	-	-	-	(50,000)	(52,500)
Net cash effect	\$ 40,383	\$ 180,761	\$ 191,278	\$ 28,877	\$ 11,063
Cost of goods sold	74%	73%	73%	72%	73%
Gross profit	26%	27%	27%	28%	27%
Operating expenses	18%	19%	18%	20%	19%
Net income before transfers	8%	5%	5%	2%	2%

The Off Sale operation also reflects an expected decrease in revenue due to the competitive forces entering the twin cities market. The Off Sale operation will not be as affected by the ACA as the On-Sale

RESOLUTION NO. 34-2015
RESOLUTION CERTIFYING TO THE COUNTY AUDITOR
THE PRELIMINARY PROPERTY TAX LEVY PAYABLE FOR 2016

WHEREAS, State Statutes require that the preliminary tax levy requirements to meet the annual budget be certified to the County Auditor by September 30, 2015;

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 2016.

BE IT FURTHER RESOLVED that the Auditor of Hennepin County is hereby authorized to cancel all other levies previously scheduled to be collected in 2016 due to an accumulation of sufficient reserves in each fund:

Description		2015	2016
General Fund Levy		\$ 3,926,983	\$ 4,056,795
	City Infrastructure	210,000	210,000
Total Levy		\$ 4,136,983	\$ 4,266,795
Debt Levy	Levy for Street bonding (Ferndale)	\$ 34,815	\$ 34,030
MV Levy	Big Woods bonding debt service	\$ 213,150	\$ 213,520

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 15th day of September, 2015.

ATTEST:

Mayor Ken Willcox

City Manager Heidi Nelson

CERTIFICATION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

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 15, 2015.

Deputy City Clerk Becky Malone

SEAL

CITY OF WAYZATA
2016 General Fund Budget Summary

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Dept Descr	2014 Amount	2015 Budget	2016 Budget
Act Type R Revenue			
All Departments	\$5,532,481.89	\$4,887,333.00	\$5,093,954.00
Police	\$547,863.61	\$513,777.00	\$515,650.00
Fire	\$120,982.13	\$99,500.00	\$119,400.00
Act Type R Revenue	\$6,201,327.63	\$5,500,610.00	\$5,729,004.00
Act Type E Expenditure			
Mayor and Council	-\$36,730.32	-\$45,036.00	-\$46,236.00
Administration & Finance	-\$1,826,963.79	-\$887,984.00	-\$681,262.00
Assessing	-\$51,607.00	-\$52,500.00	-\$53,500.00
Planning and Zoning	-\$108,839.62	-\$114,485.00	-\$123,038.00
Building Operations & Maint.	-\$200,574.81	-\$205,015.00	-\$219,300.00
Police	-\$1,493,085.00	-\$1,500,589.00	-\$1,595,689.00
Crime Control and Investigate	-\$38,840.96	-\$60,500.00	-\$54,000.00
Fire	-\$500,706.28	-\$499,249.00	-\$344,305.00
Building Inspection	-\$224,793.03	-\$233,929.00	-\$255,127.00
Emergency Management	-\$2,598.95	-\$5,350.00	-\$5,350.00
Streets	-\$714,969.25	-\$745,732.00	-\$549,125.00
Health Inspections	-\$28,443.00	-\$32,000.00	-\$32,000.00
Engineering	-\$125,414.20	-\$185,028.00	-\$195,626.00
Parks	-\$450,784.47	-\$509,713.00	-\$543,922.00
Boulevard Maint. And lighting	-\$68,545.41	-\$69,000.00	-\$72,750.00
Unallocated Expenditures	-\$177,390.65	-\$354,500.00	-\$957,774.00
Act Type E Expenditure	-\$6,050,286.74	-\$5,500,610.00	-\$5,729,004.00
	\$151,040.89	\$0.00	\$0.00

CITY OF WAYZATA

Revenue Summary - 2016 Budget

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Source	Source Descr	2014 Amt	2015 Budget	2016 Budget
GASB Source Descr				
34107	Passport Processing	\$10,340.00	\$0.00	\$0.00
GASB Source Descr		\$10,340.00	\$0.00	\$0.00
GASB Source Descr Charges for Services				
34104	Plan Check Fee	\$239,768.80	\$95,000.00	\$101,425.00
34105	Copies	\$151.56	\$50.00	\$50.00
34106	Project Inspection	\$102,774.80	\$147,000.00	\$147,000.00
34108	Admin Charges to Other Funds	\$0.00	\$0.00	\$0.00
34108	Admin Charges to Other Funds	\$23,416.80	\$45,200.00	\$45,000.00
34109	Police Charges for Services	\$24,312.18	\$8,000.00	\$8,000.00
34110	Planning Charges	\$0.00	\$0.00	\$0.00
34190	Charges for Services/Gen Gov t	\$39,098.10	\$20,000.00	\$27,859.00
34201	Fire Contracts	\$54,151.00	\$54,000.00	\$54,000.00
34203	Fire Misc.	\$25.00	\$500.00	\$0.00
34211	Accidents Reports	\$168.00	\$150.00	\$150.00
34212	Fingerprinting	\$1,366.00	\$1,000.00	\$1,200.00
34213	Impound Fees	\$280.00	\$300.00	\$300.00
34214	Alarm Charges	\$6,313.65	\$2,000.00	\$2,000.00
34942	Grave Openings	\$8,834.51	\$5,000.00	\$5,000.00
34998	Police Services - Long Lake	\$302,352.00	\$311,427.00	\$285,000.00
36211	Blvd. Lights & Maint.	\$79,619.19	\$82,000.00	\$82,000.00
36221	Library Rent	\$14,378.05	\$16,400.00	\$16,700.00
36222	Depot Rent	\$4,300.00	\$4,300.00	\$4,400.00
GASB Source Descr Charges for Services		\$901,309.64	\$792,327.00	\$780,084.00
GASB Source Descr Fines & Forfeitures				
35101	Court Fines	\$77,847.35	\$65,000.00	\$73,000.00
35103	Administrative PD Fines	\$150.00	\$0.00	\$0.00
35106	Misc Fines	\$988.25	\$500.00	\$500.00
GASB Source Descr Fines & Forfeitures		\$78,985.60	\$65,500.00	\$73,500.00
GASB Source Descr General Property Tax				
31010	Property Taxes	\$4,025,292.57	\$3,926,983.00	\$4,056,795.00
GASB Source Descr General Property Tax		\$4,025,292.57	\$3,926,983.00	\$4,056,795.00
GASB Source Descr Interest				
36210	Interest Earnings	\$36,507.79	\$22,000.00	\$35,000.00
GASB Source Descr Interest		\$36,507.79	\$22,000.00	\$35,000.00
GASB Source Descr Intergovernmental				
33160	Other Federal Grants	\$0.00	\$0.00	\$0.00
33416	Police Training Reimbursement	\$3,861.72	\$3,000.00	\$3,000.00
33420	Insurance Premium Tax-Fire	\$62,956.13	\$45,000.00	\$63,000.00
33421	Insurance Premium Tax-Police	\$91,391.82	\$70,000.00	\$90,000.00
33422	Misc State Aid Grants	\$3,850.00	\$0.00	\$2,400.00
33422	Misc State Aid Grants	\$9,145.36	\$5,000.00	\$5,000.00
33422	Misc State Aid Grants	\$29,982.55	\$20,000.00	\$20,000.00
33620	Other County Grants/Aid	\$3,648.48	\$0.00	\$0.00
GASB Source Descr Intergovernmental		\$204,836.06	\$143,000.00	\$183,400.00
GASB Source Descr Licenses & permits				
32110	Alcoholic Beverages	\$97,429.67	\$90,500.00	\$90,500.00
32120	Health	\$52,234.49	\$36,000.00	\$36,000.00
32140	Cigarette License	\$250.00	\$400.00	\$250.00

Source	Source Descr	2014 Amt	2015 Budget	2016 Budget
32160	Trade License	\$6,256.00	\$4,500.00	\$4,500.00
32180	Rental License	\$16,681.00	\$15,000.00	\$16,400.00
32190	Misc License	\$9,389.00	\$7,400.00	\$5,000.00
32210	Building Permits	\$394,338.63	\$162,900.00	\$178,175.00
32222	Heating Permits	\$108,524.50	\$27,600.00	\$31,550.00
32230	Plumbing Permits	\$75,422.16	\$15,000.00	\$20,350.00
32240	Animal Licenses	\$2,622.00	\$2,200.00	\$2,500.00
32250	Beach Parking Permits	\$2,775.84	\$1,300.00	\$0.00
32290	Misc Permits	\$27,496.35	\$20,000.00	\$20,000.00
GASB Source Descr Licenses & permits		\$793,419.64	\$382,800.00	\$405,225.00
GASB Source Descr Other				
39101	Sales of General Fixed Assets	\$0.00	\$0.00	\$0.00
39200	Interfund Operating Transfers	\$145,000.00	\$165,000.00	\$190,000.00
39400	Misc.Revenues	\$5,636.33	\$3,000.00	\$5,000.00
GASB Source Descr Other		\$150,636.33	\$168,000.00	\$195,000.00
		\$6,201,327.63	\$5,500,610.00	\$5,729,004.00

CITY OF WAYZATA

2016 REVENUE BUDGET

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Account Descr	2014 Amt	2015 Budget	2016 Budget	Budget Change from PY
FUND 101 GENERAL FUND				
R 101-00000-31010 Property Taxes	\$4,025,292.57	\$3,926,983.00	\$4,056,795.00	\$129,812.00
R 101-00000-32110 Alcoholic Beverages	\$97,429.67	\$90,500.00	\$90,500.00	\$0.00
R 101-00000-32120 Health	\$52,234.49	\$36,000.00	\$36,000.00	\$0.00
R 101-00000-32140 Cigarette License	\$250.00	\$400.00	\$250.00	-\$150.00
R 101-00000-32160 Trade License	\$6,256.00	\$4,500.00	\$4,500.00	\$0.00
R 101-00000-32170 Amusements	\$0.00	\$0.00	\$0.00	\$0.00
R 101-00000-32180 Rental License	\$16,681.00	\$15,000.00	\$16,400.00	\$1,400.00
R 101-00000-32190 Misc License	\$9,389.00	\$7,400.00	\$5,000.00	-\$2,400.00
R 101-00000-32210 Building Permits	\$394,338.63	\$162,900.00	\$178,175.00	\$15,275.00
R 101-00000-32222 Heating Permits	\$108,524.50	\$27,600.00	\$31,550.00	\$3,950.00
R 101-00000-32230 Plumbing Permits	\$75,422.16	\$15,000.00	\$20,350.00	\$5,350.00
R 101-00000-32250 Beach Parking Permits	\$2,775.84	\$1,300.00	\$0.00	-\$1,300.00
R 101-00000-32290 Misc Permits	\$27,496.35	\$20,000.00	\$20,000.00	\$0.00
R 101-00000-33160 Other Federal Grants	\$0.00	\$0.00	\$0.00	\$0.00
R 101-00000-33422 Misc State Aid Grants	\$29,982.55	\$20,000.00	\$20,000.00	\$0.00
R 101-00000-34104 Plan Check Fee	\$239,768.80	\$95,000.00	\$101,425.00	\$6,425.00
R 101-00000-34105 Copies	\$151.56	\$50.00	\$50.00	\$0.00
R 101-00000-34106 Project Inspection	\$102,774.80	\$147,000.00	\$147,000.00	\$0.00
R 101-00000-34107 Passport Processing	\$10,340.00	\$0.00	\$0.00	\$0.00
R 101-00000-34108 Admin Charges to Other Fun	\$0.00	\$0.00	\$0.00	\$0.00
R 101-00000-34110 Planning Charges	\$0.00	\$0.00	\$0.00	\$0.00
R 101-00000-34190 Charges for Services/Gen Go	\$39,098.10	\$20,000.00	\$27,859.00	\$7,859.00
R 101-00000-34942 Grave Openings	\$8,834.51	\$5,000.00	\$5,000.00	\$0.00
R 101-00000-36210 Interest Earnings	\$36,507.79	\$22,000.00	\$35,000.00	\$13,000.00
R 101-00000-36211 Blvd. Lights & Maint.	\$79,619.19	\$82,000.00	\$82,000.00	\$0.00
R 101-00000-36221 Library Rent	\$14,378.05	\$16,400.00	\$16,700.00	\$300.00
R 101-00000-36222 Depot Rent	\$4,300.00	\$4,300.00	\$4,400.00	\$100.00
R 101-00000-39101 Sales of General Fixed Asset	\$0.00	\$0.00	\$0.00	\$0.00
R 101-00000-39200 Interfund Operating Transfe	\$145,000.00	\$165,000.00	\$190,000.00	\$25,000.00
R 101-00000-39400 Misc.Revenues	\$5,636.33	\$3,000.00	\$5,000.00	\$2,000.00
R 101-42100-32240 Animal Licenses	\$2,622.00	\$2,200.00	\$2,500.00	\$300.00
R 101-42100-33416 Police Training Reimburse	\$3,861.72	\$3,000.00	\$3,000.00	\$0.00
R 101-42100-33421 Insurance Premium Tax-Poli	\$91,391.82	\$70,000.00	\$90,000.00	\$20,000.00
R 101-42100-33422 Misc State Aid Grants	\$9,145.36	\$5,000.00	\$5,000.00	\$0.00
R 101-42100-33620 Other County Grants/Aid	\$3,648.48	\$0.00	\$0.00	\$0.00
R 101-42100-34108 Admin Charges to Other Fun	\$23,416.80	\$45,200.00	\$45,000.00	-\$200.00
R 101-42100-34109 Police Charges for Services	\$24,312.18	\$8,000.00	\$8,000.00	\$0.00
R 101-42100-34211 Accidents Reports	\$168.00	\$150.00	\$150.00	\$0.00
R 101-42100-34212 Fingerprinting	\$1,366.00	\$1,000.00	\$1,200.00	\$200.00
R 101-42100-34213 Impound Fees	\$280.00	\$300.00	\$300.00	\$0.00
R 101-42100-34214 Alarm Charges	\$6,313.65	\$2,000.00	\$2,000.00	\$0.00
R 101-42100-34998 Police Services - Long Lake	\$302,352.00	\$311,427.00	\$285,000.00	-\$26,427.00
R 101-42100-35101 Court Fines	\$77,847.35	\$65,000.00	\$73,000.00	\$8,000.00
R 101-42100-35103 Administrative PD Fines	\$150.00	\$0.00	\$0.00	\$0.00
R 101-42100-35106 Misc Fines	\$988.25	\$500.00	\$500.00	\$0.00
R 101-42200-33420 Insurance Premium Tax-Fire	\$62,956.13	\$45,000.00	\$63,000.00	\$18,000.00
R 101-42200-33422 Misc State Aid Grants	\$3,850.00	\$0.00	\$2,400.00	\$2,400.00
R 101-42200-34201 Fire Contracts	\$54,151.00	\$54,000.00	\$54,000.00	\$0.00
R 101-42200-34202 Fire Calls	\$0.00	\$0.00	\$0.00	\$0.00
R 101-42200-34203 Fire Misc.	\$25.00	\$500.00	\$0.00	-\$500.00
FUND 101 GENERAL FUND	\$6,201,327.63	\$5,500,610.00	\$5,729,004.00	\$228,394.00

CITY OF WAYZATA
2016 Budget

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Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
FUND 101 GENERAL FUND				
Dept 41100 Mayor and Council				
E 101-41100-103 Part-Time Employees	\$16,500.00	\$24,000.00	\$24,000.00	0.00%
E 101-41100-122 FICA	\$1,262.32	\$1,836.00	\$1,836.00	0.00%
E 101-41100-210 Operating Supplies (GENERAL)	\$543.89	\$200.00	\$200.00	0.00%
E 101-41100-302 Consultants	\$10,884.87	\$10,000.00	\$11,000.00	10.00%
E 101-41100-331 Mileage & Expense Account	\$2,155.45	\$1,800.00	\$1,800.00	0.00%
E 101-41100-433 Dues, Licensing & Seminars	\$1,035.00	\$1,000.00	\$1,000.00	0.00%
E 101-41100-493 Volunteer program	\$3,910.88	\$6,000.00	\$6,000.00	0.00%
E 101-41100-499 Miscellaneous	\$437.91	\$200.00	\$400.00	100.00%
Dept 41100 Mayor and Council	\$36,730.32	\$45,036.00	\$46,236.00	2.66%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 41500 Administration & Finance				
E 101-41500-101 Full-Time Employees Regular	\$309,382.11	\$344,995.00	\$308,437.00	-10.60%
E 101-41500-103 Part-Time Employees	\$17,863.67	\$26,891.00	\$27,844.00	3.54%
E 101-41500-121 PERA	\$23,405.80	\$26,826.00	\$24,156.00	-9.95%
E 101-41500-122 FICA	\$24,182.96	\$27,363.00	\$26,490.00	-3.19%
E 101-41500-130 Employer Paid Ins	\$40,813.93	\$48,899.00	\$44,835.00	-8.31%
E 101-41500-200 Office Supplies (GENERAL)	\$13,380.79	\$11,000.00	\$11,000.00	0.00%
E 101-41500-301 Auditing and Acct g Services	\$49,213.75	\$39,000.00	\$63,000.00	61.54%
E 101-41500-302 Consultants	\$21,631.75	\$15,000.00	\$10,000.00	-33.33%
E 101-41500-304 Legal Fees	\$83,244.98	\$78,000.00	\$80,000.00	2.56%
E 101-41500-306 Personnel Expense	\$6,053.68	\$2,500.00	\$2,500.00	0.00%
E 101-41500-311 Data Processing	\$32,912.20	\$43,260.00	\$38,000.00	-12.16%
E 101-41500-331 Mileage & Expense Account	\$4,159.20	\$3,500.00	\$3,500.00	0.00%
E 101-41500-350 Printing & Publishing	\$4,751.82	\$5,000.00	\$5,000.00	0.00%
E 101-41500-404 Repairs/Maint - Machin/Equip	\$3,016.45	\$5,000.00	\$5,000.00	0.00%
E 101-41500-433 Dues, Licensing & Seminars	\$18,731.52	\$12,000.00	\$15,000.00	25.00%
E 101-41500-497 Credit Card Fees	\$7,031.53	\$10,000.00	\$8,000.00	-20.00%
E 101-41500-499 Miscellaneous	\$6,621.66	\$7,500.00	\$7,500.00	0.00%
E 101-41500-540 Equipment	\$189.99	\$1,000.00	\$1,000.00	0.00%
E 101-41500-720 Operating Transfers - Equip.	\$90,300.00	\$105,250.00	\$0.00	-100.00%
E 101-41500-721 Operating Transfers - Building	\$1,070,076.00	\$75,000.00	\$0.00	-100.00%
Dept 41500 Administration & Finance	\$1,826,963.79	\$887,984.00	\$681,262.00	-23.28%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 41550 Assessing				
E 101-41550-210 Operating Supplies (GENERAL)	\$0.00	\$500.00	\$500.00	0.00%
E 101-41550-302 Consultants	\$51,607.00	\$52,000.00	\$53,000.00	1.92%
Dept 41550 Assessing	\$51,607.00	\$52,500.00	\$53,500.00	1.90%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 41910 Planning and Zoning				
E 101-41910-101 Full-Time Employees Regular	\$79,094.88	\$80,677.00	\$83,909.00	4.01%
E 101-41910-121 PERA	\$5,734.56	\$6,051.00	\$6,293.00	4.00%
E 101-41910-122 FICA	\$6,027.84	\$6,172.00	\$6,419.00	4.00%
E 101-41910-130 Employer Paid Ins	\$9,530.40	\$10,085.00	\$13,917.00	38.00%
E 101-41910-210 Operating Supplies (GENERAL)	\$41.30	\$0.00	\$0.00	0.00%
E 101-41910-302 Consultants	\$3,740.70	\$5,500.00	\$5,000.00	-9.09%
E 101-41910-331 Mileage & Expense Account	\$148.21	\$500.00	\$500.00	0.00%
E 101-41910-433 Dues, Licensing & Seminars	\$3,498.82	\$3,000.00	\$3,500.00	16.67%
E 101-41910-492 HPB	\$1,000.00	\$2,500.00	\$3,500.00	40.00%
E 101-41910-499 Miscellaneous	\$22.91	\$0.00	\$0.00	0.00%
Dept 41910 Planning and Zoning	\$108,839.62	\$114,485.00	\$123,038.00	7.47%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 41940 Building Operations & Maint.				
E 101-41940-210 Operating Supplies (GENERAL)	\$4,944.03	\$4,000.00	\$4,000.00	0.00%
E 101-41940-321 Telephone	\$20,647.12	\$20,000.00	\$23,000.00	15.00%
E 101-41940-324 Internet/Web Page	\$0.00	\$4,115.00	\$0.00	-100.00%
E 101-41940-381 Electric Utilities	\$47,877.04	\$50,000.00	\$50,000.00	0.00%
E 101-41940-383 Fuel, oil and natural gas	\$30,945.71	\$32,000.00	\$32,000.00	0.00%
E 101-41940-386 Other Utilities	\$5,594.07	\$5,000.00	\$5,000.00	0.00%
E 101-41940-401 Repairs/Maint Buildings	\$23,236.20	\$15,000.00	\$50,600.00	237.33%
E 101-41940-404 Repairs/Maint - Machin/Equip	\$14,734.88	\$20,000.00	\$22,300.00	11.50%
E 101-41940-409 Maint services & Improv	\$29,187.85	\$32,000.00	\$32,000.00	0.00%
E 101-41940-499 Miscellaneous	\$907.91	\$400.00	\$400.00	0.00%
E 101-41940-721 Operating Transfers - Building	\$22,500.00	\$22,500.00	\$0.00	-100.00%
Dept 41940 Building Operations & Maint.	\$200,574.81	\$205,015.00	\$219,300.00	6.97%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 42100 Police				
E 101-42100-101 Full-Time Employees Regular	\$959,075.84	\$964,621.00	\$1,059,932.00	9.88%
E 101-42100-102 Overtime	\$23,924.20	\$20,400.00	\$21,000.00	2.94%
E 101-42100-103 Part-Time Employees	\$15,573.75	\$22,600.00	\$28,080.00	24.25%
E 101-42100-105 Temporary Employees Overtime	\$10,878.97	\$8,000.00	\$11,000.00	37.50%
E 101-42100-121 PERA	\$145,804.85	\$146,054.00	\$156,682.00	7.28%
E 101-42100-122 FICA	\$14,759.91	\$19,174.00	\$20,480.00	6.81%
E 101-42100-130 Employer Paid Ins	\$158,733.79	\$150,126.00	\$185,115.00	23.31%
E 101-42100-200 Office Supplies (GENERAL)	\$2,302.04	\$2,200.00	\$2,300.00	4.55%
E 101-42100-210 Operating Supplies (GENERAL)	\$3,173.11	\$3,200.00	\$3,300.00	3.13%
E 101-42100-212 Motor Fuels	\$27,496.49	\$33,214.00	\$30,700.00	-7.57%
E 101-42100-217 Uniforms	\$10,738.20	\$11,000.00	\$11,000.00	0.00%
E 101-42100-240 Small Tools and Minor Equip	\$767.70	\$1,000.00	\$1,050.00	5.00%
E 101-42100-306 Personnel Expense	\$0.00	\$1,000.00	\$1,000.00	0.00%
E 101-42100-309 Contractual Services	\$12,119.20	\$12,500.00	\$13,000.00	4.00%
E 101-42100-323 Radio Units	\$14,855.09	\$15,500.00	\$15,800.00	1.94%
E 101-42100-331 Mileage & Expense Account	\$2,205.78	\$2,000.00	\$2,000.00	0.00%
E 101-42100-350 Printing & Publishing	\$1,412.05	\$1,700.00	\$1,700.00	0.00%
E 101-42100-404 Repairs/Maint - Machin/Equip	\$12,552.29	\$9,000.00	\$9,200.00	2.22%
E 101-42100-409 Maint services & Improv	\$1,069.98	\$600.00	\$650.00	8.33%
E 101-42100-433 Dues, Licensing & Seminars	\$2,111.00	\$2,100.00	\$2,200.00	4.76%
E 101-42100-434 Training and schools	\$13,352.31	\$13,000.00	\$14,500.00	11.54%
E 101-42100-499 Miscellaneous	\$1,882.19	\$2,500.00	\$2,500.00	0.00%
E 101-42100-540 Equipment	\$1,496.26	\$2,500.00	\$2,500.00	0.00%
E 101-42100-720 Operating Transfers - Equip.	\$46,800.00	\$46,600.00	\$0.00	-100.00%
E 101-42100-721 Operating Transfers - Building	\$10,000.00	\$10,000.00	\$0.00	-100.00%
Dept 42100 Police	\$1,493,085.00	\$1,500,589.00	\$1,595,689.00	6.34%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 42120 Crime Control and Investigate				
E 101-42120-304 Legal Fees	\$35,747.10	\$50,000.00	\$47,000.00	-6.00%
E 101-42120-308 Prisoner Care	\$3,018.17	\$9,000.00	\$6,000.00	-33.33%
E 101-42120-309 Contractual Services	\$75.69	\$1,500.00	\$1,000.00	-33.33%
Dept 42120 Crime Control and Investigate	\$38,840.96	\$60,500.00	\$54,000.00	-10.74%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 42200 Fire				
E 101-42200-103 Part-Time Employees	\$96,151.26	\$103,000.00	\$103,000.00	0.00%
E 101-42200-122 FICA	\$7,355.55	\$7,880.00	\$7,880.00	0.00%
E 101-42200-200 Office Supplies (GENERAL)	\$35.28	\$200.00	\$200.00	0.00%
E 101-42200-210 Operating Supplies (GENERAL)	\$7,835.42	\$7,500.00	\$7,500.00	0.00%
E 101-42200-212 Motor Fuels	\$5,650.20	\$4,194.00	\$4,050.00	-3.43%
E 101-42200-217 Uniforms	\$8,888.46	\$11,000.00	\$12,000.00	9.09%
E 101-42200-240 Small Tools and Minor Equip	\$8,317.75	\$9,000.00	\$9,000.00	0.00%
E 101-42200-241 Safety equip/testings	\$8,218.15	\$8,000.00	\$8,000.00	0.00%
E 101-42200-306 Personnel Expense	\$9,557.22	\$10,000.00	\$10,000.00	0.00%
E 101-42200-323 Radio Units	\$16,984.63	\$20,000.00	\$20,000.00	0.00%
E 101-42200-331 Mileage & Expense Account	\$956.84	\$2,500.00	\$2,500.00	0.00%
E 101-42200-381 Electric Utilities	\$4,922.49	\$4,500.00	\$5,000.00	11.11%
E 101-42200-383 Fuel, oil and natural gas	\$4,073.85	\$10,000.00	\$10,000.00	0.00%
E 101-42200-404 Repairs/Maint - Machin/Equip	\$17,430.18	\$17,000.00	\$17,000.00	0.00%
E 101-42200-409 Maint services & Improv	\$2,480.00	\$2,300.00	\$3,500.00	52.17%
E 101-42200-433 Dues, Licensing & Seminars	\$1,873.00	\$3,000.00	\$3,000.00	0.00%
E 101-42200-434 Training and schools	\$4,600.00	\$9,000.00	\$10,000.00	11.11%
E 101-42200-437 Payments to Organizations	\$45,675.00	\$45,675.00	\$45,675.00	0.00%
E 101-42200-438 Payment to Fire Relief 2% Aid	\$62,956.13	\$45,000.00	\$63,000.00	40.00%
E 101-42200-499 Miscellaneous	\$3,744.87	\$3,500.00	\$3,000.00	-14.29%
E 101-42200-720 Operating Transfers - Equip.	\$158,000.00	\$153,000.00	\$0.00	-100.00%
E 101-42200-721 Operating Transfers - Building	\$25,000.00	\$23,000.00	\$0.00	-100.00%
Dept 42200 Fire	\$500,706.28	\$499,249.00	\$344,305.00	-31.04%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 42400 Building Inspection				
E 101-42400-101 Full-Time Employees Regular	\$141,914.48	\$141,915.00	\$152,451.00	7.42%
E 101-42400-103 Part-Time Employees	\$29,748.46	\$26,000.00	\$30,345.00	16.71%
E 101-42400-121 PERA	\$12,068.81	\$12,169.00	\$13,285.00	9.17%
E 101-42400-122 FICA	\$12,588.65	\$12,575.00	\$13,716.00	9.07%
E 101-42400-130 Employer Paid Ins	\$21,575.28	\$20,170.00	\$24,330.00	20.62%
E 101-42400-200 Office Supplies (GENERAL)	\$142.29	\$300.00	\$300.00	0.00%
E 101-42400-212 Motor Fuels	\$802.03	\$600.00	\$500.00	-16.67%
E 101-42400-304 Legal Fees	\$0.00	\$2,500.00	\$2,500.00	0.00%
E 101-42400-309 Contractual Services	\$0.00	\$7,000.00	\$7,000.00	0.00%
E 101-42400-331 Mileage & Expense Account	\$0.00	\$500.00	\$500.00	0.00%
E 101-42400-404 Repairs/Maint - Machin/Equip	\$783.39	\$200.00	\$200.00	0.00%
E 101-42400-433 Dues, Licensing & Seminars	\$5,070.00	\$7,000.00	\$7,000.00	0.00%
E 101-42400-499 Miscellaneous	\$99.64	\$500.00	\$500.00	0.00%
E 101-42400-540 Equipment	\$0.00	\$2,500.00	\$2,500.00	0.00%
Dept 42400 Building Inspection	\$224,793.03	\$233,929.00	\$255,127.00	9.06%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 42500 Emergency Management				
E 101-42500-409 Maint services & Improv	\$1,151.31	\$3,700.00	\$2,700.00	-27.03%
E 101-42500-433 Dues, Licensing & Seminars	\$1,447.64	\$1,650.00	\$2,650.00	60.61%
Dept 42500 Emergency Management	\$2,598.95	\$5,350.00	\$5,350.00	0.00%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 43100 Streets				
E 101-43100-101 Full-Time Employees Regular	\$259,553.29	\$272,206.00	\$291,814.00	7.20%
E 101-43100-102 Overtime	\$22,712.06	\$15,000.00	\$20,000.00	33.33%
E 101-43100-103 Part-Time Employees	\$1,809.02	\$5,400.00	\$5,500.00	1.85%
E 101-43100-121 PERA	\$19,628.37	\$21,285.00	\$23,131.00	8.67%
E 101-43100-122 FICA	\$19,510.06	\$22,124.00	\$24,014.00	8.54%
E 101-43100-130 Employer Paid Ins	\$53,054.14	\$58,317.00	\$63,566.00	9.00%
E 101-43100-200 Office Supplies (GENERAL)	\$1,558.78	\$1,000.00	\$1,000.00	0.00%
E 101-43100-210 Operating Supplies (GENERAL)	\$4,413.46	\$4,200.00	\$4,300.00	2.38%
E 101-43100-212 Motor Fuels	\$20,255.96	\$22,200.00	\$21,500.00	-3.15%
E 101-43100-216 Chemicals and Chem Products	\$13,295.64	\$14,400.00	\$14,800.00	2.78%
E 101-43100-217 Uniforms	\$1,591.38	\$1,600.00	\$1,600.00	0.00%
E 101-43100-220 Repair/Maint Supply (GENERAL)	\$16,527.17	\$16,400.00	\$21,300.00	29.88%
E 101-43100-226 Sign Repair Materials	\$16,727.56	\$13,800.00	\$14,100.00	2.17%
E 101-43100-229 Dirt, Sand and gravel	\$7,905.53	\$10,400.00	\$10,700.00	2.88%
E 101-43100-240 Small Tools and Minor Equip	\$1,033.26	\$1,800.00	\$2,400.00	33.33%
E 101-43100-241 Safety equip/testings	\$1,512.32	\$1,600.00	\$1,600.00	0.00%
E 101-43100-303 Engineering Fees	\$209.48	\$700.00	\$700.00	0.00%
E 101-43100-323 Radio Units	\$1,941.29	\$2,900.00	\$3,000.00	3.45%
E 101-43100-331 Mileage & Expense Account	\$704.20	\$1,200.00	\$1,200.00	0.00%
E 101-43100-404 Repairs/Maint - Machin/Equip	\$2,531.52	\$6,100.00	\$6,200.00	1.64%
E 101-43100-409 Maint services & Improv	\$5,976.40	\$10,700.00	\$11,200.00	4.67%
E 101-43100-415 Other Equipment Rentals	\$3,842.00	\$2,000.00	\$2,200.00	10.00%
E 101-43100-433 Dues, Licensing & Seminars	\$1,722.59	\$2,600.00	\$2,700.00	3.85%
E 101-43100-499 Miscellaneous	\$753.77	\$600.00	\$600.00	0.00%
E 101-43100-720 Operating Transfers - Equip.	\$107,200.00	\$108,200.00	\$0.00	-100.00%
E 101-43100-721 Operating Transfers - Building	\$34,000.00	\$34,000.00	\$0.00	-100.00%
E 101-43100-722 Operating Transfers - Streets	\$95,000.00	\$95,000.00	\$0.00	-100.00%
Dept 43100 Streets	\$714,969.25	\$745,732.00	\$549,125.00	-26.36%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 43200 Health Inspections				
E 101-43200-210 Operating Supplies (GENERAL)	\$49.25	\$0.00	\$0.00	0.00%
E 101-43200-309 Contractual Services	\$28,393.75	\$32,000.00	\$32,000.00	0.00%
Dept 43200 Health Inspections	\$28,443.00	\$32,000.00	\$32,000.00	0.00%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 43300 Engineering				
E 101-43300-101 Full-Time Employees Regular	\$87,829.20	\$127,990.00	\$144,083.00	12.57%
E 101-43300-121 PERA	\$5,994.00	\$9,194.00	\$10,348.00	12.55%
E 101-43300-122 FICA	\$6,470.88	\$9,466.00	\$10,701.00	13.05%
E 101-43300-130 Employer Paid Ins	\$8,795.28	\$21,078.00	\$22,244.00	5.53%
E 101-43300-210 Operating Supplies (GENERAL)	\$67.96	\$400.00	\$1,000.00	150.00%
E 101-43300-212 Motor Fuels	\$426.51	\$500.00	\$1,000.00	100.00%
E 101-43300-323 Radio Units	\$0.00	\$0.00	\$250.00	0.00%
E 101-43300-331 Mileage & Expense Account	\$536.52	\$700.00	\$900.00	28.57%
E 101-43300-404 Repairs/Maint - Machin/Equip	\$32.76	\$0.00	\$300.00	0.00%
E 101-43300-433 Dues, Licensing & Seminars	\$2,318.29	\$2,600.00	\$4,200.00	61.54%
E 101-43300-499 Miscellaneous	\$242.80	\$400.00	\$600.00	50.00%
E 101-43300-720 Operating Transfers - Equip.	\$2,700.00	\$2,700.00	\$0.00	-100.00%
E 101-43300-721 Operating Transfers - Building	\$10,000.00	\$10,000.00	\$0.00	-100.00%
Dept 43300 Engineering	\$125,414.20	\$185,028.00	\$195,626.00	5.73%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 45200 Parks				
E 101-45200-101 Full-Time Employees Regular	\$164,962.18	\$200,830.00	\$241,819.00	20.41%
E 101-45200-102 Overtime	\$20,581.23	\$11,300.00	\$15,300.00	35.40%
E 101-45200-103 Part-Time Employees	\$42,839.53	\$51,800.00	\$67,000.00	29.34%
E 101-45200-121 PERA	\$12,902.83	\$15,655.00	\$19,029.00	21.55%
E 101-45200-122 FICA	\$16,056.57	\$19,930.00	\$24,535.00	23.11%
E 101-45200-130 Employer Paid Ins	\$31,444.50	\$39,343.00	\$53,939.00	37.10%
E 101-45200-140 Unemployment Comp (GENERAL)	\$929.72	\$0.00	\$0.00	0.00%
E 101-45200-200 Office Supplies (GENERAL)	\$1,480.20	\$700.00	\$1,000.00	42.86%
E 101-45200-210 Operating Supplies (GENERAL)	\$4,718.73	\$5,100.00	\$5,400.00	5.88%
E 101-45200-212 Motor Fuels	\$10,978.75	\$12,700.00	\$11,800.00	-7.09%
E 101-45200-216 Chemicals and Chem Products	\$1,924.85	\$4,300.00	\$4,400.00	2.33%
E 101-45200-217 Uniforms	\$985.53	\$1,400.00	\$1,800.00	28.57%
E 101-45200-221 Equipment Parts	\$727.04	\$600.00	\$600.00	0.00%
E 101-45200-222 Repair & Maint - Equip	\$7,843.03	\$7,600.00	\$7,700.00	1.32%
E 101-45200-226 Sign Repair Materials	\$0.00	\$0.00	\$2,200.00	0.00%
E 101-45200-227 Plantings	\$6,456.29	\$6,900.00	\$9,000.00	30.43%
E 101-45200-229 Dirt, Sand and gravel	\$1,928.30	\$4,800.00	\$4,900.00	2.08%
E 101-45200-240 Small Tools and Minor Equip	\$2,574.50	\$2,400.00	\$2,600.00	8.33%
E 101-45200-241 Safety equip/testings	\$1,492.84	\$1,600.00	\$2,000.00	25.00%
E 101-45200-306 Personnel Expense	\$355.90	\$0.00	\$0.00	0.00%
E 101-45200-309 Contractual Services	\$0.00	\$0.00	\$10,500.00	0.00%
E 101-45200-312 Rec Program Fee/Sr. Serv	\$14,820.00	\$15,300.00	\$21,300.00	39.22%
E 101-45200-316 Weed Control	\$6,280.44	\$7,800.00	\$7,900.00	1.28%
E 101-45200-323 Radio Units	\$1,835.00	\$2,400.00	\$2,500.00	4.17%
E 101-45200-324 Internet/Web Page	\$0.00	\$0.00	\$2,200.00	0.00%
E 101-45200-331 Mileage & Expense Account	\$694.85	\$2,000.00	\$2,500.00	25.00%
E 101-45200-350 Printing & Publishing	\$0.00	\$0.00	\$4,300.00	0.00%
E 101-45200-404 Repairs/Maint - Machin/Equip	\$2,627.42	\$3,900.00	\$4,000.00	2.56%
E 101-45200-409 Maint services & Improv	\$0.00	\$0.00	\$6,400.00	0.00%
E 101-45200-415 Other Equipment Rentals	\$1,113.92	\$1,100.00	\$1,100.00	0.00%
E 101-45200-433 Dues, Licensing & Seminars	\$2,966.30	\$4,400.00	\$5,600.00	27.27%
E 101-45200-499 Miscellaneous	\$4,214.02	\$600.00	\$600.00	0.00%
E 101-45200-720 Operating Transfers - Equip.	\$43,550.00	\$43,755.00	\$0.00	-100.00%
E 101-45200-721 Operating Transfers - Building	\$34,000.00	\$34,000.00	\$0.00	-100.00%
E 101-45200-723 Operating Transfers - Parks	\$7,500.00	\$7,500.00	\$0.00	-100.00%
Dept 45200 Parks	\$450,784.47	\$509,713.00	\$543,922.00	6.71%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 45203 Boulevard Maint. And lighting				
E 101-45203-220 Repair/Maint Supply (GENERAL)	\$13,777.19	\$10,000.00	\$10,000.00	0.00%
E 101-45203-381 Electric Utilities	\$54,138.22	\$55,000.00	\$57,750.00	5.00%
E 101-45203-406 Street lights and Signal Maint	\$630.00	\$4,000.00	\$5,000.00	25.00%
Dept 45203 Boulevard Maint. And lighting	\$68,545.41	\$69,000.00	\$72,750.00	5.43%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
Dept 49200 Unallocated Expenditures				
E 101-49200-212 Motor Fuels	\$0.00	\$0.00	\$0.00	0.00%
E 101-49200-309 Contractual Services	\$0.00	\$0.00	\$0.00	0.00%
E 101-49200-322 Postage	\$11,405.52	\$12,000.00	\$12,000.00	0.00%
E 101-49200-361 General Liability Ins	\$111,318.13	\$140,800.00	\$115,000.00	-18.32%
E 101-49200-365 Workers Comp Ins	\$46,667.00	\$46,700.00	\$55,000.00	17.77%
E 101-49200-437 Payments to Organizations	\$0.00	\$0.00	\$10,000.00	0.00%
E 101-49200-494 Contingency - Long Lake servic	\$0.00	\$55,000.00	\$0.00	-100.00%
E 101-49200-496 Contigencies	\$8,000.00	\$100,000.00	\$50,000.00	-50.00%
E 101-49200-720 Operating Transfers - Equip.	\$0.00	\$0.00	\$715,774.00	0.00%
Dept 49200 Unallocated Expenditures	\$177,390.65	\$354,500.00	\$957,774.00	170.18%

Account Descr	2014 Amt	2015 Budget	2016 Budget	%Diff from Cur Yr 2015
FUND 101 GENERAL FUND	\$6,050,286.74	\$5,500,610.00	\$5,729,004.00	4.15%

2016 TRANSFERS

	General Operating (#101)	Equipment Revolving (#409)	General CIP (#408)	Street CIP (#430)	Parkland CIP (#404)	Water CIP (#610)	Sewer CIP (#620)	Stormwater CIP (#670)	Liquor CIP (#640)	
Fund To:										
Fund From:										
General										
Finance (101-41500-720)		96,000	11,500							\$ 107,500
Police (101-42100-720)		53,000	10,000							\$ 63,000
Streets (101-43100-720)		111,200	34,000	93,674						\$ 238,874
Engineering (101-43300-720)		5,500	10,000							\$ 15,500
Parks & Rec (101-45200-720)		42,600	34,000		7,500					\$ 84,100
Fire (101-42200-720)		161,300	23,000							\$ 184,300
Building Maint. (101-41940-720)			22,500							\$ 22,500
Total From General Fund	\$ 469,600	\$ 145,000	\$ 93,674	\$ 7,500						\$ 715,774
Enterprise										
Cable TV (#235)		12,000								\$ 12,000
General CIP (#408)										
Lakefront (Marina) (#233)	30,000							50,000		\$ 80,000
TIF Districts (#314 & #316)	40,000									\$ 40,000
Water (#610)	25,000	32,900								\$ 57,900
Sewer (#620)	25,000	44,100								\$ 69,100
MV License (#630)	30,000		25,000							\$ 55,000
Liquor Operations										
WWS (640-47000-720)	15,000									\$ 15,000
WBG (640-48000-720)	15,000									\$ 15,000
Stormwater (#670)	10,000			53,000						\$ 63,000
Total From Enterprise Funds	190,000	89,000	25,000	53,000				50,000		\$ 407,000
TOTAL TRANSFERS	\$ 190,000	\$ 558,600	\$ 170,000	\$ 146,674	\$ 7,500	\$ -	\$ -	\$ -	\$ 50,000	\$ 1,122,774



MEMORANDUM

TO: Mayor Willcox and Councilmembers

FROM: Mary deLaitre, Lake Effect Project Consultant

DATE: 9 September 2015

RE: Lake Effect: Signature Project Designer Selection

In June 2015 a request for proposal for design of the Lake Effect: Signature Project, a key recommendation in the 2015 Lake Effect Implementation Strategy which builds on the Lake Effect Framework, was distributed nationally. Thirteen interdisciplinary design teams from around the country responded. The City Council appointed Designer Selection Committee, comprising local elected officials, government staff, and civic and design leaders, representing exceptional community and planning expertise, convened on 28 July and evaluated submittals based on approach, team composition, experience, process, and proposed fee.

After an in-depth discussion of each team, the Designer Selection Committee chose three landscape designer-led teams with strong urban design expertise that could deliver both an excellent process and project: Civitas, Coen+Partners, and Perkins + Will with Workshop Ken Smith.

The Designer Selection Committee re-convened the 18 August to interview the three teams. Each team was given 30 minutes to present their qualifications in greater detail, thoughts they had about the site and process, and respond to pre-assigned questions. The Designer Selection Committee then had 45 minutes to ask follow-up questions. Following the interviews, the Committee again evaluated each team and selected Civitas.

Civitas was referred to as a 'thinking team' with considerable depth and breadth of relevant experience. They elaborated on their understanding of and possibilities for the site and process in a 'masterful presentation' that highlighted their innovative design problem solving skills, funding and revenue generation expertise, forward thinking approach to ecology and a community engagement process that builds on the Lake Effect Framework but does not replicate it.

City of Wayzata staff is seeking Council approval of the Designer Selection Committee recommendation to award Civitas the Lake Effect: Signature Project Design and to direct staff to proceed to negotiate a contract. The contract would be brought to the Council at the October 6 meeting. The current Civitas proposed fee is \$310,000 excluding reimbursables (compared to the Perkins + Will revised total fee of \$347,010 and Coen+Partners fee of \$350,000 excluding reimbursables). Staff plans on fine-tuning the contract with Civitas – mainly focusing on refining their community engagement efforts but also addressing items such as attendance at fund-raising opportunities. The primary deliverables of the contract as outlined in the RFP are a schematic design, construction phasing plan and both capital and long-term maintenance and operations cost estimates.



LAKE EFFECT: SIGNATURE PROJECT

THE CITY OF WAYZATA | CIVITAS | 7.10.15

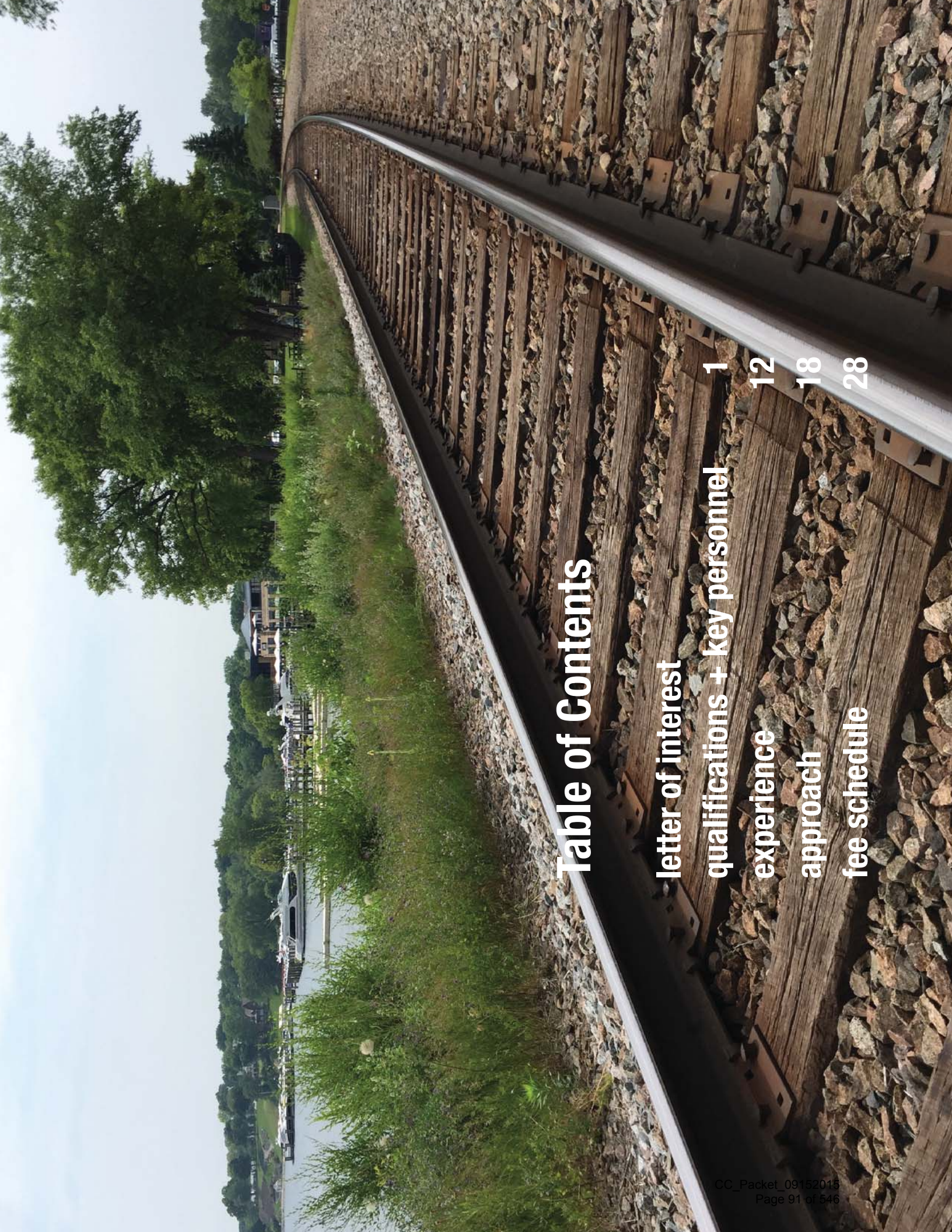


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July 10, 2015

Ms. Mary DeLaittre
The Lake Effect: Signature Project
mary@groundworkcitybuilding.com
Wayzata, Minnesota

CIVITAS

Planners
Urban Designers
Landscape Architects

Dear Selection Committee Members:

I am pleased to submit this proposal for The Lake Effect: Signature Project in Wayzata. Our team has a long history of working on rivers, riverfront parks and open spaces as investments in healthier communities, economies, and habitats. I hope that you will find our team experience, commitment and creativity aligned with your mission and goals. It would be an honor to be selected to present our approach and qualifications in an interview.

Scott Jordan will be the Principal-in-Charge and primary contact for the project, with Civitas as the prime consultant. As Design Principal, I will commit to personally leading the efforts and to making myself, and our team leadership, available and present on-site regularly to ensure that our design thinking is deeply rooted in the natural and cultural history, and community spirit of Wayzata. Our work is always based in engaging local leaders, stakeholders and citizens in a dialogue that will define how these factors are best represented and expressed in design.

We believe that design must be developed from within the nature and culture of each place where we work. We have much to learn about Wayzata, but the Lake Effect Framework establishes a solid point of beginning. I spent time on site recently, observing the place, how people use the lakefront, and the barriers and opportunities that have been defined in the Framework. The Program and Plan in the Framework appear both sound and responsive to the community.

The Signature Project will put the Framework to a test however. We are designers with deep experience in waterfronts and public spaces of many kinds and scales. Our work ranges from the largest cities to small towns; and from crisp, architectural expressions to design that is driven by ecological and social processes. Our core strength is in our ability to observe, listen and provide ideas and visions that allow the community to define what it wants, not what the designers want. This is how the Framework will be tested. Our design ideas and visions will help people visualize the Lakefront as a cohesive, accessible and active place; while also giving them specifics for all the parts that make the whole.

Going from a plan to a design is the art of our work. In a plan, people consider the role of places, activities and programs. They seek to balance the issues and opportunities and to overcome the barriers. The plan is the basis for agreement that important opportunities are possible. But once a plan becomes design, people see it differently. We intend to use design ideas and options to raise questions that help the community define what the character and expression of the Lakefront is. Is the Wayzata Lakefront about history, ecology, nature, or nostalgia? Or is the Wayzata Lakefront about acknowledging the

1200 Bannock Street
Denver, CO 80204
T: 303.571.0053
www.civitasinc.com

many social and economic changes that are taking place, and setting an expression of the past that includes the future? We of course, have no idea what the answer is to these questions, but they will be at the core of our creative pursuit.

We believe that a small team of the right people is needed to help the community find the answers to these questions. Civitas will be the lead designer for landscape architecture and urban design. Matt Kreilich of Snow Kreilich Architecture will be our collaborating designer for urban design and the architectural expression of the elements of the Lakefront. Matt is highly creative and capable with a portfolio of design that has proven to be well suited and effective in the communities, landscapes and unique qualities of the region.

There are three other areas of expertise that we feel should be included in the Signature Project. First, the upland and aquatic ecology of this important lakefront are fundamental to making the Signature Project a healthy, sustainable and resilient asset to the community and to Lake Minnetonka itself. Finding a way to blend a highly successful ecological design with a highly successful social design could be at the core of what makes a signature for Wayzata. We have included our friend and collaborator Steve Apfelbaum of Applied Ecological Services to provide the knowledge to support our approach.

Civil Engineering is fundamental to providing the physical conditions for access, safety, infrastructure, and services to the Lakefront. We propose to work with Mitchell Cookas of Solution Blue Engineers.

Lastly we have found that a highly experienced economic specialist can be essential to help the community understand the costs, financing, programming, revenue, and economic development impacts of a project of this type. We have worked with Candace Damon and her firm HR&A Advisors for over 20 years on many projects. No one is more experienced, capable and current about the funding and management of public spaces.

Civitas is designed to deliver the highest level of talent and experience to each project with focus and intelligence. We are disciplined in our approach; dedicated to challenging unproven assumptions; and creative in seeking the nexus between history, arts, community, ecology and economy. Our projects vary widely in form and character because the people and places where we work vary. As designers we are passionate about making a difference for the health, equity and sustainability of our world. As a business we are committed to focusing outwardly toward the world, knowing that our enrichment will come through achievement.

We look forward to your review of our qualifications and look forward to the opportunity to proceed to an interview with your team. Feel free to contact me directly with any questions you may have at mjohnson@civitasinc.com or at (917) 699-3303.

Sincerely,



Mark-W. Johnson FASLA
President

Qualifications and Key Personnel

Civitas has a rich portfolio of completed works. Since the beginning, our work has focused on blending urban design and ecological design to create benefits for people and the environment. We have learned from experience, and now have great knowledge and technical strength to bring to the Lake Effect: Signature Project.

We are proud of our portfolio of work and our internal team. We are roughly 20 people, with a leadership group that has more than 13 years of tenure each, supported by talented designers at every level of experience. We have the right combination of gray hair and good judgment, but we are part of the changing world as well with committed, excited young designers. We have made a compact, effective team for the project:

Civitas, Prime Consultant

Civitas was established in 1984 and since that time has implemented in excess of \$600 million in site and landscape improvements. Civitas is routinely the prime consultant on over 50% of all assignments with that increasing in recent years. We are currently prime consultant on Julian B. Lane Riverfront Park in downtown Tampa (\$36 million); Museum Park in Raleigh (\$10 million), Stapleton Parks, Denver (\$19 million) and played the role of Lead Designer and Team Leader for the San Diego North Embarcadero, (\$32 million) in addition to many prior projects. Civitas will be led by Mark Johnson, Founding Principal, as Lead Designer, with Scott Jordan, Principal as Principal In Charge.

Snow Kreilich Architecture will be our collaborator for urban design, the architecture of structures, and the design character of project elements that express the community's desired image of the Lakefront. Snow Kreilich is unusual in the breadth and diversity of work that they have accomplished while retaining the highest levels of design expression and craft in implementation. Their work, like the work of Civitas, emphasizes the content of design instead of the style of design, creating timeless places that fit their environments.

Applied Ecological Services will be the project ecologists. Located in Madison with work across the country, they are experienced in regional ecological systems and issues in both native and urban conditions. They are skilled at understanding the science behind ecological restorations, enhancements and management of urban systems; and qualified in upland and aquatic systems.

Solution Blue, Inc. is a sustainable site design and engineering firm focused on the creation of multi-functional outdoor spaces ranging from public parks and trails to athletic facilities and many multi-functional stormwater management features. Our team provides extensive experience and expertise with sustainable site design, innovative stormwater management and the creation of multi-functional outdoor spaces.

HR&A Advisors will be advising economists for the project. Their experience spans from the most impactful projects (The High Line, NY), to projects focused on generating revenue through recreation (Shelby Farms, Memphis), and to balancing costs, funding, park revenues and economic development impacts for new projects. Civitas and HR&A have worked on roughly 20 projects together including an economic development and impact analysis for the Minneapolis/St. Paul Green Line transit project in 2013-2014.

Civitas | Urban Design and Landscape Architecture



Civitas is a creative collaborative and design studio where landscape architects, architects, urban designers and planners work with clients and citizens on projects that transform cities. Driven by the desire to improve the life of people and the health of urban environments, we inform our designs with an insightful understanding of the non-physical - the political, economic and legal systems that make places and their regeneration achievable, responsive to markets, resonant to local culture, and sustainable as a result of the new reality, expectation and behavior of the community. Over the past 30 years, Civitas has achieved or catalyzed some of the most dramatic and large scale projects in the country. We engage to seek out the fundamental issues and barriers to change, and develop visions and design that spring directly from the nature of the place and the character of the people. Civitas connects with communities, elected officials and civic leaders in ways that are unique and effective. Civitas is known for plans and built design that have had a transformative impact at large and small scales. Only then can our design of beautiful plazas, parks, waterfronts, streets and neighborhoods become memorable and lasting in adding to the quality of life, health and values that truly make a city sustainable.

Civitas will be leading this effort as the Prime Consultant and Lead Landscape Architect and Urban Designer. Scott Jordan will be the Principal in Charge/Project Manager and Mark Johnson will be Design Principal.

Scott Jordan, Principal In Charge

As a Principal at Civitas, Scott has led large-scale, complex projects in some of the most contentious areas of the country, including his role as Project Manager of the 32-mile Los Angeles River Revitalization Plan. Through these experiences he has developed a passion for engaging the public in the design process. Regardless of the project's scale, Scott's approach is to build upon a city's authentic and unique attributes to create rich and diverse public spaces.

Scott joined Civitas in 2001 and has since worked on some of the firms most challenging projects such as the Balboa Park Master Plan in San Diego, The San Diego Convention Center Expansion and Rooftop Park, and the design of 6 parks totaling 70 acres for the Stapleton Parks in Denver. Currently, Scott is managing the construction of several projects including North Embarcadero in San Diego, which is regenerating San Diego's port into a world-class waterfront, and the restoration of St. Patrick's Island in Calgary.

Scott holds a Master of Landscape Architecture and a Bachelor of Environmental Design from University of Manitoba, Winnipeg, MB. He has also won several national design awards for his work on the Los Angeles River Revitalization.

Mark Johnson, Design Principal

Mark is a leading designer and thought leader who has led Civitas' most challenging projects. He is largely focused on how urban form responds to dramatic cultural, economic and environmental change, and is committed to adaptable + resilient urbanism for the past 30 thirty years.

Since co-founding Civitas in 1984 Mark has led major public space projects, urban design plans and strategies, and has become widely known for his impact on several cities, on education, and on the role that landscape architects can play in leading complex projects to successful results. He is a natural communicator who has led many communities through challenging programming and design conditions and he has established Civitas as a leading firm on a national and international level.

Mark is a regular lecturer at AIA, ASLA, APA, ULI events and a participant in many issue driven symposia around the world, notably the International Academy of Design and Health, with whom he has lectured in North America, Europe, Scandinavia, and Asia on the role of community design in promoting public health. He has been on many design juries for national awards and competitions, was Chair of the Editorial Committee of Landscape Architecture Magazine, and is a founder of the CEO Roundtable, an independent association of the leaders of the top landscape firms in the world that has met bi-annually for more than 15 years to assess impacts and trends in the profession.

Scott Jordan | Principal In Charge/Project Manager, Civitas



As a Principal at Civitas, Scott is currently managing the construction of the restored St. Patrick's Island in Calgary and just completed construction for the North Embarcadero in San Diego, which is regenerating San Diego's port into a world-class waterfront.

SELECTED PROJECT EXPERIENCE

North Stapleton Open Space System, Denver, CO

Civitas is leading the design and construction of over 300 acres of open space north of Interstate 70 in Stapleton development. The open space system is reintroducing native prairie ecosystems and a comprehensive storm water management strategy while providing residents with a programmed and passive open spaces. Role: Principal-in-Charge

Education

- 2003 Master of Landscape Architecture, University of Manitoba Department of Landscape Architecture, Winnipeg, MB
- 1998 Bachelor of Environmental Design, Univ. of Manitoba Faculty of Architecture, Winnipeg, MB
- 1997 Italy Studio '97, University of Manitoba Department of Landscape Architecture, Winnipeg, MB

Honors and Awards

- 2015 Canadian Society of Landscape Architects, Merit Award, St. Patrick's Island, Calgary
- 2014 NY American Institute of Architects Urban Design Award for St. Patrick's Island, Calgary
- 2008 ASLA, Honor Award - Los Angeles River Revitalization Plan
- 2008 AIA, Honor Award for Regional and Urban Design - Los Angeles River Revitalization Plan

St. Patrick's Island, Calgary, Canada

In a partnership with W Architecture and Landscape Architecture, Civitas has re-envisioned the 31 acre island as a mix of natural habitat areas and programmed areas that re-establish the island as a naturally evolving place within the Bow River. The proposed design includes re-establishing a historic breach across the island that creates an low water accessible river edge, a small pebble beach, a large hill for sledding and performances, re-introducing a wetland, a small amphitheater, amenity buildings and an intricate trellis/shade pavilion. Role: Project Manager

North Embarcadero, San Diego, CA

Completed in the fall of 2014, the design for North Embarcadero waterfront created a world-class urban space that integrated the needs of the arriving cruiseships and their ensuing high traffic with a circulation program and design comprised of durable and sustainable materials. Furthering a sense of unity, architecturally-bold kiosks, restrooms and cafes punctuate the promenade and a discreet undular paving pattern loosely recalls this coastal setting. Role: Project Manager

Los Angeles River Master Plan, Los Angeles, CA

As part of the TetraTech team, Civitas, with Wenk Associates and Mia Lehrer Associates, led the urban design and river planning efforts to create a 20-50 year blueprint to regenerate the river and more than 750 acres of contiguous real estate along it. This Master Plan proposes to completely transform the river into a green, living system, an urban design centerpiece, a source and conveyor of cleaner water, and a catalytic stroke in the reinvestment of existing communities into their city. Role: Project Manager.

North Stapleton Open Space System, Denver, CO

Civitas is leading the design and construction of over 300 acres of open space north of Interstate 70 in Stapleton development. Role: Principal-in-Charge

Mark Johnson, FASLA, Design Principal, Civitas



Mark Johnson is a leading urbanist and designer of public space for the regeneration of core cities. His passion for improving life in cities through the natural environment has resulted in the implementation of some of the most complex and transformative projects in the country. He is sought by clients with complex projects that require design vision and clarity and can only be achieved when political alignment becomes political will. Bridging the roles of designer and strategist, Mark's design process addresses the issues of law, economics, policy and finance that influence the success or failure of design initiatives. This unique talent has led him to the design of the redevelopment of Stapleton International Airport into a new vibrant neighborhood, the redesign of San Diego's waterfront, the regeneration of 1700 acres in downtown St. Louis and the plan to green the Los Angeles River and its adjacent neighborhoods. Allied with Denver's Mayor Webb, Mark was instrumental in the hugely successful green and economic extension of downtown Denver to its riverfront, the Central Platte Valley.

Education

- 1982 Harvard University, Masters of Landscape Architecture and Urban Design with Distinction
- 1975 Utah State University, Bachelors of Landscape Architecture, Magna Cum Laude

Selected Honors, Awards and Recognitions

- 2015 Canadian Society for Landscape Architects, Merit Award for St. Patrick's Island, Calgary
- 2014 San Diego APA Award for San Diego River Park Master Plan
- 2014 NY American Institute of Architects Urban Design Award, St. Patrick's Island, Calgary
- 2008 SLA Honor Award, Los Angeles River Revitalization Master Plan
- 2008 AIA Honor Award for Urban Design, Los Angeles River Revitalization Master Plan
- 2007 Waterfront Center Award, Los Angeles River Revitalization Master Plan
- 2002 Stockholm Partnership World Award for Sustainability, Stapleton Plan

SELECTED PROJECT EXPERIENCE

Julian B. Lane Riverfront Park, Tampa, FL

Civitas and W Architecture and Landscape Architecture are co-designers for the redevelopment of this 25 acre park which has fallen into deep disrepair. The new design creates a public space where the community can come together. The park will include programming and activities for people of all ages to enjoy, including large areas for family picnicking along the river, Community Building to include senior programming, a history walk, community performance pavilion, new events lawn, splash pad and playground, structured recreation courts and fields, and additional parking. Role: Design Principal

North Embarcadero, San Diego

Completed in the fall of 2014, the design for North Embarcadero waterfront created a world-class urban space that integrated the needs of the arriving cruiseships and their ensuing high traffic with a circulation program and design comprised of durable and sustainable materials. Furthering a sense of unity, architecturally-bold kiosks, restrooms and cafes punctuate the promenade and a undular paving pattern loosely recalls this coastal setting. Role: Design Principal

Commons Park, Central Platte Valley, Denver, CO

The crown jewel of the Riverfront Park system, Commons Park is a green oasis that connects downtown Denver to the buoyant Platte River. This 19-acre park is designed to appeal to the urban community's interest in nature and the river. Landscape forms and experiences vary from hills, overlooks, and pathways to areas for informal sports, picnics, contemplation, and general play. Large areas of the park were re-established as riparian zone and riverine wetland. Role: Principal in Charge

Snow Kreilich Architects

Snow Kreilich Architects is a nationally recognized and award winning architectural studio based practice. The firm was formerly Julie Snow Architects, founded in 1995 by Julie V. Snow, FAIA. With each project led by design principals Julie Snow and Matt Kreilich, the studio focuses on producing architecture that performs against multiple measures of design success. This focus has resulted in consistent design recognition for projects that rely on a fresh and intensive design investigation of every project. Since its inception, the studio has received significant and consistent design recognition, winning a variety of design awards ranging from a Chicago Athenaeum American Architecture Award, a Design Distinction Award from I.D. Magazine, a National AIA Honor award, a Progressive Architecture Award, a Holcim Bronze Award for sustainable construction and several GSA Design Awards & Citations. We have worked on numerous urban projects delivering sustainable, durable and beautiful supporting structures. We understand the need for these structures to withstand the elements and abuse that urban streetscapes must endure in our climate from the intense freeze thaw cycles to salt and corrosion.

Snow Kreilich Architects has delivered numerous public and private projects throughout the Metro area including some significant large urban scale projects; from the recently completed St. Paul Saints Stadium in the lower town neighborhood of St. Paul to all architectural structures located within

the redesign of Nicollet Mall in downtown Minneapolis. Additional new projects include the redesign of several blocks of 4th street located in the soon to be renamed Innovation District near the University of Minnesota Campus and a new Metro Transit Police station in the North Loop district of Minneapolis. We are also collaborating on a master plan study for Bossem Park in Minneapolis and a new streetscape design in Downtown Rochester, MN designing bus shelters and street furniture. Our practice has additionally worked on several projects near downtown Wayzata including two residences on Lake Minnetonka and Vectors on Water, a new restaurant in downtown Excelsior.

MATT KREILICH, AIA, LEED AP

As design principal and partner of Snow Kreilich Architects, Matthew Kreilich is the heart of the firm's collaborative working model taking an active role in both strategic and detail design resolutions in the studio. His passion lies in the belief that in addition to solving complex and pragmatic needs of a client's program, design has the transformative power to enhance our everyday life experiences. Matthew provides design leadership and insight into all of the firm's projects, as well as acting as the project designer on some of the studios' most significant projects.

Matthew's design leadership and experience continue to be recognized both locally and nationally. Matt was recently honored with the AIA National Young Architect Award for outstanding design leadership and locally

recognized with the Minneapolis/St. Paul's Business Journal's 40 under 40. His work has received numerous Awards including MN AIA Honor Awards, the National AIA Honor Award, Progressive Architecture Award and the Holcim Award. Matthew was also the recipient of the prestigious Ralph Rapson Traveling Study Fellowship.

JULIE SNOW, FAIA

Julie Snow is the principal of Snow Kreilich Architects, Inc., a studio based architectural practice in Minneapolis. The work of the studio is characterized by refined detail, lightness, spatial clarity and structural directness, exploring an intensity of dialogue between site and architecture. The use of innovative strategies reveals the studio's fascination with the technical aspects of building design that transform human experience.

Since its inception, the studio has received significant, consistent design recognition, winning over 25 design awards. Awards range from a Chicago Athenaeum American Architecture Award, a Design Distinction Award from I.D. Magazine, numerous AIA Honor awards, a Progressive Architecture Award and several GSA Design Awards & Citations. The studio's unique combination of innovation and pragmatism consistently result in effective design solutions that advance our clients measurable goals.

Matthew Kreilich, AIA, LEED AP I Design Principal, Snow Kreilich Architects



PROFESSIONAL EXPERIENCE

As design principal and partner of Snow Kreilich Architects, Matthew Kreilich is the heart of the firm's collaborative working model taking an active role in both strategic and detail design resolutions in the studio. His passion lies in the belief that in addition to solving complex and pragmatic needs of a client's program, design has the transformative power to enhance our everyday life experiences. Matthew provides design leadership and insight into all of the firm's projects, as well as acting as the project designer on some of the studios' most significant projects.

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He continues to balance practice and academic endeavors and has recently taught graduate design studios at the University of Minnesota and Syracuse University and participated in design reviews at Harvard University's Graduate School of Design and at Washington University St Louis. Matthew continues to dedicate time back to the profession, serving on national AIA honor award juries, presenting the firm's work at universities, national conventions and professional organizations and currently is serving on the board of the MN Architectural Foundation advancing scholarship opportunities for the next generation of architects.

PROJECT EXPERIENCE

- Phillips Medisize Addition – Hudson, WI
- InVision Distinctive Eyeware, North Loop Location – Minneapolis, MN
- Heart of the Zoo Phase II, Minnesota Zoo - Apple Valley, MN
- Lowertown Ballpark – St. Paul, MN
- Nicollet Mall Redesign – Minneapolis, MN
- Target Plaza Commons on Nicollet Mall – Minneapolis, MN
- US Land Port of Entry – Warroad, MN
- US Land Port of Entry – Van Buren, ME
- Lewiston Queenston Bridge Plaza Port of Entry – Lewiston, NY
- KNOCK Inc. Office Renovations and Addition – Minneapolis, MN
- dpHUE – Maple Grove, MN & Edina, MN & Studio City, CA

PRACTICE

- 2005-present Snow Kreilich Architects, Inc.
- 2001-2005 Hammel Green & Abrahamson,
- 1998-2001 The Leonard Parker Associates
- 1994-1998 Station Nineteen Architects,

EDUCATION

- University of Minnesota, Master of Architecture
- University of Minnesota, Bachelor of Arts, Architecture

ACADEMIC SERVICE

- 2011 Syracuse University School of Architecture, Visiting Professor
- 2010 Washington University, Sam Fox School of Design & Visual Arts, Final Reviews
- 2007 Harvard University Graduate School of Design, Visiting Critic
- 2007 University of Minnesota, College of Design, Adjunct Professor
- 2001-Present Visiting Critic at University of Minnesota, College of Design

HR&A Advisors | Economic Development

HR&A Advisors, Inc. (HR&A) is a real estate, economic development, and public policy consulting firm with significant local and national experience in open space planning and revenue generation. We view parks both as public amenities and as catalysts of economic development. We have worked in both large and small cities where the trend for revitalizing downtowns is clear: residents demand and use programmed public spaces and recreational amenities. We know that activated parks have the potential to generate value to adjacent properties, as well as earned and contributed income, while more passive parks have limited opportunities. We also know that highly activated parks, like the one planned for Wayzata's lakefront, often cost as much or more to operate during their first few decades of life as they cost to build (on a net present value basis). HR&A typically looks to a range of sources to fund these operating costs, and develops phased revenue strategies, in which parks heavily on government funds in early years of operation transition over time to funding from the sources of value they have created.

HR&A is well suited to support the design team and City of Wayzata in developing a design, programming, and implementation approach for the Lakefront tailored to the City's goals:

We know the Twin Cities. We have worked for various entities on the promotion of open space and economic growth in the Twin Cities. Recent work has included the development

of a business plan for the newly created Greening Downtown Minneapolis conservancy, an examination of the prerequisites for redevelopment of Downtown East, participation on the River First and Great River Passage Master Plans for the riverfront in Minneapolis and St. Paul, respectively, and exploration of the potential to create privately owned public spaces along the Green Line, the last with Civitas.

We excel in activating public spaces to support broader economic goals. We specialize in implementing open-space programming, from developing concepts for game-changing programming to establishing key organizational strategies to execute. For example, on behalf of the Massachusetts Convention Center Authority, HR&A developed a major series of placemaking events and other public programming at a new outdoor event space in an emerging neighborhood of Boston, in order to establish the neighborhood as a destination, well in advance of major redevelopment over the next decade.

We understand the value of public space to downtown livability and understand how to monetize that value for the benefit of parks' operating budgets. Parks create quantifiable economic value; they attract real estate development, visitation, retail traffic, and create downtown vitality that is enjoyed by employees, residents, and visitors. HR&A excels at identifying opportunities to tap into these sources of value to unlock project funding, and

has done so for dozens of open spaces across North America, including New York City's High Line and Toronto's new waterfront parks.

Candace Damon, Vice Chairman

Vice Chairman Candace Damon has devoted her 30-year career to crafting sustainable urban redevelopment strategies for cities across North America. Her specific areas of expertise include ensuring the long term viability of urban open spaces, supporting master planning efforts for large-scale revitalizations, leading organizational planning for non-profits and institutions, and addressing the financial challenges of making commercial and multifamily residential buildings energy efficient. Candace's experience leading signature open space projects includes development strategy for Brooklyn Bridge Park, New York; operations and maintenance planning for Shelby Farms in Memphis, Tennessee, and Hance Park in Phoenix, Arizona.

Erin Lonoff, Senior Analyst

Erin leverages her experience with urban planning, economic analysis, and real estate to support public and private sector clients. As a native Minnesotan, Erin's work at HR&A supports the creation of new open spaces and transit-oriented development throughout the Twin Cities.

Candace Damon, Vice Chairman | HR&A Advisors



Candace is Vice Chairman of HR&A Advisors, Inc. and has over 25 years of experience in the management of complex, public-private real estate and economic development activity. Candace has directed a wide-ranging practice, currently focused on bolstering the sustainability of American communities.

PROJECT EXPERIENCE

Programming and Development Advisory for Minneapolis Waterfront Site, MN

On behalf of the Minneapolis Parks Foundation, served as a project director for a concept plan for the redevelopment of the City's historic Waterworks site on the central waterfront in downtown. Worked closely with the Parks Foundation and a local architecture and planning firm, conducted outreach to local stakeholders to determine desired uses, conducted a feasibility analysis, and presented its programming recommendations in several public meetings. The Parks Foundation is currently advancing the design and development of the site

Great River Park Master Plan Implementation in St. Paul, MN

For the Great River Park in Saint Paul, Minnesota led the analysis of opportunities and challenges for park management and funding along the Saint Paul Riverfront, and assessment of best practices for the programming, operations, maintenance, management and funding of comparable efforts. Worked as part of a multi-disciplinary team to recommend a strategy for master plan implementation and stewardship in terms of management and funding.

Revitalization of Nicollet Mall, MN

On behalf of the City of Minneapolis, the Minneapolis Downtown Improvement District, the Minneapolis Downtown Council, and a local architecture and engineering firm, produced a pre-design application for the redevelopment of Nicollet Mall, a signature downtown transit mall in downtown. Made the case for reinvestment, analyzed case studies of high-impact downtown public realm improvements, and assessed the economic development and fiscal benefit potential of the project for the state of Minnesota. T

Business Planning for the Greening Downtown Minneapolis Conservancy

On behalf of the Minneapolis Downtown Council and a local parks consultant, assisted in the development of the business plan for Greening Downtown Minneapolis (GDM), the newly created non-profit park conservancy. Identified potential revenue streams in order to create a viable funding and partnership structure for the organization and its projects, focusing in particular, on Peavey Plaza and the Commons Park and delivered solutions to those open spaces that informed and related to a broader strategy for Downtown Minneapolis.

EDUCATION

Harvard University Law School Juris Doctorate, 1986

Amherst College, Bachelor of Arts
American Studies, 1981

WORK EXPERIENCE

HR&A Advisors, Inc. Partner, 1988 – Present
G. Works, Founding Partner, 2009 – Present
Webster & Sheffield, Real Estate Assoc. 1986-8

Lincoln Institute of Land Policy
Research Associate, 1985 – 1986

Massachusetts Bar Association
Committee on Alternative Dispute Resolution
Research Associate, 1984 – 1985

New York City Office of Management and Budget (Office of Community Board Relations)
Analyst, 1981-3

AWARDS

Real Estate Forum, Women of Influence Award, 2008

Solution Blue | Civil Engineering

Solution Blue, Inc. (SBI) is a sustainable site design and engineering firm focused on the creation of multi-functional outdoor spaces ranging from public parks and trails to athletic facilities and many multi-functional stormwater management features. Our team provides extensive experience and expertise with sustainable site design, innovative stormwater management and the creation of multi-functional outdoor spaces. Given this project's location along a regionally-significant lake and major transit corridor, providing creative and cost-effective stormwater systems will be vital to this project's success. Also, we continue to collaborate with cities, counties, watersheds, state agencies and other government organizations to pursue grant funding and financial support for projects that deliver ongoing environmental, social, educational and economic benefits.

Accolades

- Freshwater Society – “Clean Water Champion” Award for Stormwater Re-use System at CHS Field (2015)
- Capitol Region Watershed District / “Watershed Partner” Award finalist (2014)
- MN Business Magazine / “Sustainability” Award finalist for Community Impact Awards

John Hink, Principal & Project Manager

John is an innovative and passionate environmental engineer who provides over 21 years of experience in sustainable site design, urban re-development, water resources, project management and integrated construction



administration. Mr. Hink has successfully managed several public green space, athletic complex, housing, mixed-use, institutional and commercial projects from conception, through planning and design, approvals and concluding with construction.

Randal Tweden, PE, Lead Civil Engineer

Randal is a trustworthy and widely knowledgeable civil engineer who provides over 26 years of experience in civil engineering, site planning, water resources engineering and site development. Randy provides great experience and expertise in finding solutions for challenging projects with poor soils, complex utilities, steep slopes, hydrology challenges and other environmental issues.

Mitchell Cookas, ASLA, LEED GA, Sustainability Designer

Mitchell is a reliable and creative site designer with over 10 years of professional experience in sustainable site design, stormwater management, landscape design, construction administration and community coordination. Mitchell continues to focus on 'Next Generation' stormwater management and sustainable site design to create multi-functional green spaces that provide ongoing environmental, social, educational and economic benefits.

Applied Ecological Services | Ecology



Applied Ecological Services is one of the leading ecological consulting, design and restoration contracting firms in the world, dedicated to bringing the science of ecology to land-use decisions. AES applies science to provide practical land-use solutions that strike the most favorable balance between ecological sustainability, economic viability and community priorities. Our knowledge of ecological systems provides a solid foundation for implementing balanced ecological designs and solutions that are sustainable, cost-effective and enduring. AES was established in 1978 by founder and owner Steven I. Apfelbaum, who has built a reputation as one of the country's leading ecologists. Today, AES has grown into one of the nation's most respected ecological services companies, with a staff of 120 and offices in WI, IL, MN, IA, KS, OH and NY.

Consulting and design services work in collaboration with our experienced restoration contractors – playing a key role in implementing on-the-ground ecological

projects. These two divisions are backed by our nursery division – Taylor Creek Restoration Nurseries – one of the largest, most diverse native seed and plant nurseries in the U.S. This unique combination of in-house staff experience—bringing together ecology, landscape design and planning, GIS mapping and data management, aerial imaging and remote sensing, restoration contracting and nursery science—provides innovation, flexibility, streamlined project management and most importantly, projects that exceed client, stakeholder and regulatory objectives.

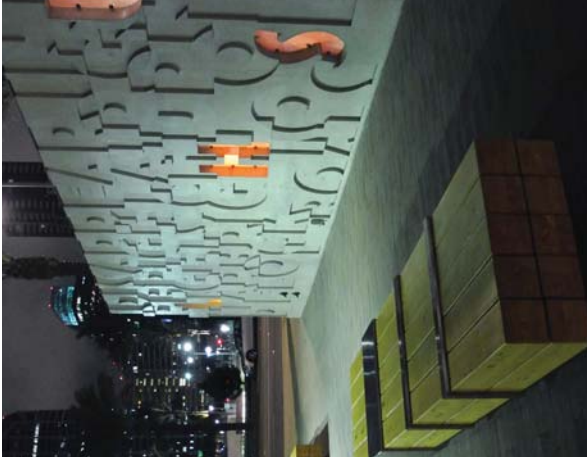
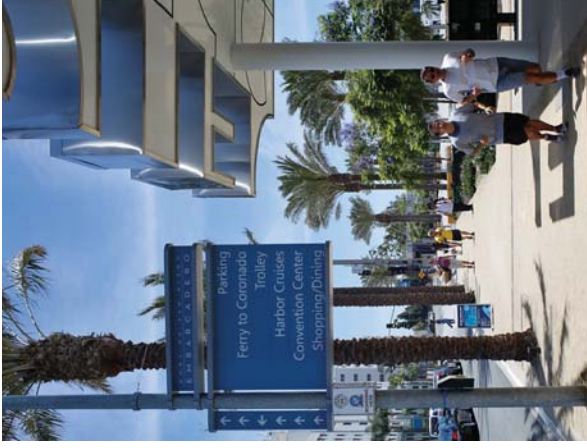
Steve Apfelbaum, M.S., AES Project Director

Since the late 1970s, Steve Apfelbaum has conducted ecological research, designed award-winning projects and contributed his uniquely creative scientific expertise and enthusiasm to over 9,000 projects throughout North America and beyond. He has been instrumental in advancing the concepts and philosophies behind ecological restoration through his direct connection to mentors and pioneers in the environmental movement including Sigurd Olson, Luna Leopold and many other key scientists, conservationists and policy makers. Apfelbaum has been the ecological leader in many pioneering projects. His work on conservation communities established Low Impact Development as a marketplace and regulatory precedent. His work on alternative stormwater management and in developing the Stormwater Treatment Train™ has contributed to changing the stormwater management industry nationwide. And his ecological restoration approaches on

mining projects and brownfield reclamation and remediation have set new industry standards and win-win outcomes for all involved parties. Apfelbaum has also been a leader in the developing marketplace for ecosystem services concepts. Beginning in the early 1990s, he helped develop regulatory frameworks for the first private wetland mitigation bank in the Midwest. More recently, he has led the development of a methodology to quantify carbon in soils and he has helped develop a framework for conservation biomass. He has authored and peer-reviewed hundreds of technical studies, papers, books and reports, including ecological restoration plans and regulatory monitoring and compliance reports. His book, *Nature's Second Chance* (Beacon Press), won accolades from the *New York Times*, and was listed as one of the "Top 10 Environmental Books of 2009." Apfelbaum's recent book, *Restoring Ecological Health to Your Land* – co-authored with Dr. Alan Haney as part of a two-volume series – has won praise as the first comprehensive "how-to" restoration book for landowners. Apfelbaum is also a much sought-after speaker at educational events focusing on ecological restoration, ecosystem assessment, alternative stormwater management and conservation development. He currently lectures at Harvard University, University of Illinois, University of Wisconsin, and over the years has taught in dozens of other educational and research institutions through the U.S., University of Paris at Madam Curie Institute and elsewhere. Steve will work closely with Kim Chapman and Doug Mensing.

North Embarcadero

San Diego, California, Civitas



Civitas was the lead designer for the North Embarcadero Visionary Plan Phase One, Broadway Pier pedestrian improvements, and Lane Field Park, all within the Port District property and jurisdiction. Mark Johnson led an extensive public outreach effort that overcame a number of challenging issues. We successfully used a strategy to “validate” the prior design work by taking design issues to the community one by one, and subsequently asking the Joint Powers Authority Board to approve the design elements one by one. This approach allowed the team to make progress on incremental issues while building trust with the community participants. Over time, we became seen as fair and honest in our communications and intentions to truly listen to the various stakeholders and public. This built a great deal of support for accomplishing the project even while the Navy Broadway Coalition stood firm on their position that there was not enough green space for the public in NEVP itself; and that Broadway Pier should remain as publicly accessible as possible in spite of regular cruise ship operations. Civitas led the detailing of all hardscape and furnishings and played a central role in leading the design team to the coordinated and beautiful place that has now been built. We worked closely with Port, City and CCDC staffs to maintain focus and progress; and worked successfully with the artist brought to the team through the NEVP Art Committee.

Relevance to The Lake Effect: Signature Project

The North Embarcadero effort demonstrates Civitas’ ability to work with the widest possible range of stakeholders and special interests; to use design ideas and details to satisfy a myriad of water and public space design issues; and to achieve a very high level of sustainable design within a complex project.

Client Reference: Centre City Development Corporation (now Civic San Diego) and Port of San Diego

Contact: Gary Bosse (former Asst. VP of CCDC) / (619) 884-6130 / Gary.bosse@simonwongeng.com / Capital Budget: \$32M



St. Patrick's Island

Calgary, W Architecture + Civitas

Civitas co-designed this park with W Architecture and Landscape Architecture of New York. The team was selected through a design competition that led to a short list of five final competitors. Our scheme was selected and the team was engaged. The project is under construction and will be completed in late 2015. The park is an island of roughly 24 acres in the Bow River in downtown Calgary. The island had been an auto campground for decades and was in highly degraded condition, no longer used as a campground but not developed as a park either. Drugs, and other crime were significant and the general public avoided the site. In 2011 construction began on a new bike and pedestrian bridge to the island and linking downtown to a light rail station on the far riverbank. This set the design competition into motion to create a new vision for this to become a downtown park.

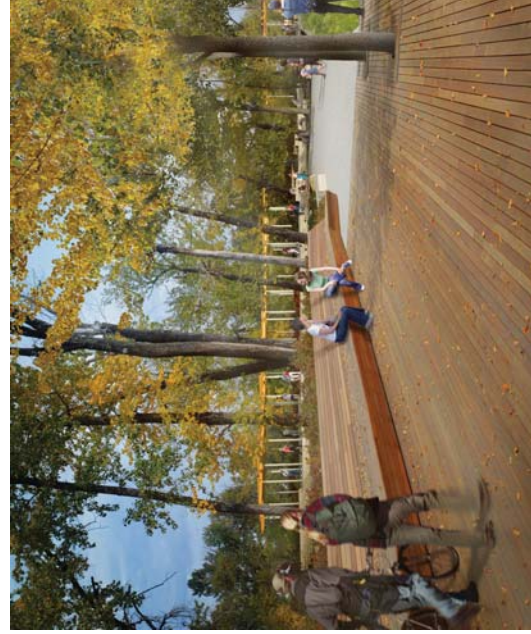
Our research found that the island had been highly degraded, had little beneficial habitat and that the island had been armored, filled and flattened. Yet we found that once there was as seasonal breach of water flowing across the island and a very substantial historical wetland, which had been removed. Our design transforms the island into a mosaic of restored aquatic, wetland, riparian and upland habitats in a setting that welcomes people carefully through a number of facilities. The new seasonal breach has been constructed and allows safe water flows across the island for all times except unusual flood conditions. Accessible cobble banks have been created that will allow people, and kids, to play in the water safely. Walkways, picnic areas, two amphitheatres and a nature-based playground have been built that encourage a linked sequence of many distinct activities that fit within the overall restoration of the site. The project was approved even though we are cutting and filling in the floodway, due to very substantial overall habitat benefits that are created.

The project further includes a 600 foot-long "transect walk" that spans across the island, cutting through mature forest and across the created wetland. An urban entry area supports a large shade canopy, amphitheater for education and performance, restrooms and plenty of space for sitting, gatherings and small events. We developed a relationship with the Calgary Zoo, Calgary Public Schools and the University of Alberta, each of which participated in an initial "Bioblitz" (24 hour search to classify all known species) and will be involved in future studies of the restoration efforts. The project is exceptionally sensitive to environmental factors including care to protect an existing owl nest and the retention and special protection of dozens of mature trees during construction.

Relevance to The Lake Effect: Signature Project

This park has a major emphasis on habitat restoration and careful public access for relaxation, recreation, education and gathering. There were challenging environmental approval, flood protection, bank protection and infrastructure needs that were overcome and incorporated into the design. St. Patrick's Island will truly be a place of nature accessible to everyone in the city. The Lakefront has very similar objectives and concerns for enhancing habitats while increasing active public access.

Client Calgary Municipal Land Corporation; Contact: Neil MacKimmie, Development Manager
Tel: 403.718.0300 / nmackimmie@calgarymlc.ca ; Capital Budget: \$14M



Julian B. Lane Riverfront Park

Tampa, Florida, Civitas

Civitas is the prime consultant and lead designer on this \$36 million reconstruction of a failed riverfront park in downtown Tampa. W Architecture and Landscape Architecture of New York is a close collaborator for park design and architecture. The Hillsborough River is tidal in this location, and supports heavy pleasure boat traffic with some commercial shipping. The West Tampa neighborhood that surrounds the park has been the center of the African-American and Latino neighborhoods for decades. The park had fallen into almost complete disuse as a result of a long history of violent crime, drugs, and racially inflamed police crackdowns. Our charge from Mayor Buckhorn was to reach out to the neighborhood, understand the issues and to create a park that long time residents would embrace and use, while setting a new direction for West Tampa into motion.

Civitas led an extensive one-on-one outreach effort, meeting with 42 residents and stakeholders individually to fully understand the history and the opportunities that could be created. In four very well attended public meetings and two rounds of personal outreach, we accomplished a broad base of support for a dramatic remake that will support family recreation, active recreation, picnicking and large events. Most importantly the park will bring a new community building and boathouse to the river, celebrating the history of the neighborhood in a History Walk and establishing the first Paddle Center in West Florida. Crew boats, dragon boats, rental kayaks canoes and paddle-boards will be housed in a 10,000 sf all-new facility. The project is currently well into construction documents with a construction start in early 2016.

Relevance to The Lake Effect: Signature Project

This park was a conventional, underdeveloped passive park on a river. It was not unlike Shaver Park. We accomplished a park re-design that elevates the ecological function, sustainability, levels of social activity and safety by engaging local people in the programming and design of the park.

Client Reference: City of Tampa

Contact: James Jackson, City Architect / (813) 274-8773 / james.jackson@tampagov.net

Capital Budget: \$36M



Project Approach



Our Vision

A unified Lakefront that seamlessly supports access, a diversity of activities, natural and urban edges, and a design expression that says “Wayzata” and nowhere else. We imagine mixing park and recreation uses, green solutions, responsive engineering, diversified habitats, improved water quality, a range of opportunities for personal experiences and gatherings; all suited and situated precisely to their place along the Lakefront and their connection to Lake Street, shopping, dining and the neighborhoods.

Design can integrate and balance many forces and factors into a cohesive, connected and accessible Lakefront. In turn, design must be rooted in the spirit of the community and genius of the place. To do that, design must result from listening, questioning and understanding. We bring a deep knowledge of the issues, processes and values of ecological design and city building; yet we know little about the legacy, narratives and nuance that will relax barriers and enable new growth, energy and innovation in Wayzata. For that we have to listen and learn.

Our Context

A Maturing Vision of Wayzata

Wayzata is an old community that has developed through cycles - early settlement, a railroad resort on the lake, and so on. The original Garrison plan still holds the bones and character that makes Wayzata, but it never reached fulfillment at the water's edge. The historic context and contemporary needs must unite to make a cohesive Lakefront.

The Beauty of a Nice Walk

We took a walk along the Lakefront, working our way from above the Shaver Park to the Eastern Gateway, up streets into the neighborhoods, and along Lake Street. The Lakefront touches so many important places in Wayzata --historic sites, ecological sites, charming neighborhoods, challenged neighborhoods, the core of downtown, reminders of an railroad past and quiet, natural places. Yet we can imagine a richer and even more beautiful walk. There are some barriers and disconnects, rail crossings, difficult streets, private properties, derelict places, and places to lose your bearings.

Everyone's Lakefront

Lake Minnetonka can be much more connected to the community than it is today. Connected by parks, paths, and boardwalks, but also connected through the shared meaning and experiences that people enjoy. Walking, relaxing, having a picnic, playing a game, fishing, watching boats and birds, feeling the wind, smelling the forest, jogging, reading, and so much more. If each person that comes to the Lakefront feels an experience they value, many people will feel, enjoy, share, and value their experiences. This sharing and overlap is at the foundation of building community in our modern, hyper-connected world. In spite of all our technologies, people value these personal experiences and want to share them with friends and social media. Creating places that matter to people because they mean something personal may be the most powerful force in community building today.

Growing from the Lakefront

So many communities have found that their waterfront is a core asset that is no longer central to daily life. Often we feel that the waterfront takes us along the back of everything - behind houses, behind industry, behind empty lots. Yet why can't we think of the Lakefront as the front of the city, the unifier, the corridor that brings beauty and value? The Signature Project can be a catalyst to new investment - which also must be carefully considered - by making the Lakefront a place of health and safety, a destination and a part of many daily lives?

Our Philosophy

City as Landscape

A city is a landscape that holds buildings and people together. City landscapes are soft, hard, natural, made, seen, felt and perceived. They need to engage people, satisfy and be high performance. Today's cities, like Wayzata, have a new burden, to heal scars, reclaim lost places, connect old and new systems, create cultural and economic value, attract people, activate neighborhoods and connect people to people.

Design that Performs

Our work has to perform. It has to enable people, support activity and improve the world. New technologies and materials are constantly emerging. We stay ahead of these changes to make our work increasingly sustainable, efficient and responsive to environmental needs. We believe in seeking local sources, materials, crafts and techniques to reduce waste and carbon impacts, and in using resources wisely.

Design Accountability

Design is responsible to the people and places where we practice, and accountable to the issues that matter to our clients and their constituents. Design has to work, meet budgets, be on time, and perform at the highest levels while meeting program and cost.

Collaboration and Community

The design of public space depends on understanding the place and the people from many points of view and disciplines. We are deeply committed to bringing the best minds together on our team to engage our clients, communities and specialist in creative pursuit of collaborative ideas.

Multi-Phase Projects

Transforming places at scale always takes more than one phase. We have worked on several projects that have required more than three phases. The first phase must show the full range of the vision to make phase two compelling. Defining where and how to start is something we bring into our collaboration from the very beginning.

Approach to Urban Design

Urban design creates the spaces, places and connections that make cities work. It is about design, but more about people. We work with people to know how they understand their city, but more importantly, what it means to them. We are experienced and have strong powers of observation but we need to listen hard to learn why things are important. Our knowledge isn't effective until it is grounded in local people and their ideas. We listen, question, investigate, discover, play, reformulate, test, discard and repeat until everyone feels we have it right.



Our Work Plan

Over the past 30 years the City of Wayzata and its partner institutions have completed a variety of studies and frameworks that have attempted to capitalize on one of the regions greatest assets Lake Minnetonka and its associated waterfront. The studies have taken many forms and provided many critical insights about the waterfront and its inherent constraints, and its opportunities. They have explored ways to improve connectivity, to minimize the effect and accommodate rail, how to carefully reinvest and redevelop adjacent areas, and how best to accommodate the many divergent user groups and visitors who can overwhelm the waterfront during peak seasons. These studies have created a series of comprehensive framework strategies that rely on sound urban design principles and will enhance the experience of the waterfront, however they have all fallen short of creating a single unified vision for a waterfront park that can catalyze the community, and create a place that is unique to Wayzata and Lake Minnetonka.

The following approach outlines our initial thoughts on the process and outreach efforts that we feel will be effective and efficiently lead to a successful unified vision for the Waterfront. It is an aggressive and iterative approach that proactively seeks input from a variety of sources throughout the process, while allowing our team to immerse ourselves in the culture and place that is Wayzata. By encouraging public and stakeholder participation throughout the design process, a sense of ownership is developed amongst participants that can lead to overall acceptance and a streamlined approval and implementation process. This process will enable us to build upon past studies while learning first hand what is distinctive about this place, and how these unique qualities can be transformed to create a greater vision. However it has not benefited from the critical insights that all of the partner institutions have gained completing the previous three decades of work. If selected we will work with you to review, test and refine the proposed approach to create a shared methodology, that will result in a world class Waterfront that is distinctly Wayzata, for the City, and the greater region.

Based on past experience, we are proposing the creation of the following committees, who will be engaged through-out the design process to act as sounding boards, to vet design ideas and outreach activities, to challenge our thinking and act as a conduit of information to the rest of the community.

Advisory Committee

This group will consist of the different governmental and city agencies that will ultimately be responsible for approval and implementation of the project. This group will be used as a resource/distribution network back to all city agencies and partner institutions and will be used to test ideas, gather resources, and validate methodology and resolutions. This group will meet monthly, with additional meetings scheduled as required at important points during the planning process.

Stakeholder Committee

Building upon the stakeholder lists developed as part of the previous planning processes, the design team will work with City staff to supplement this list with additional stakeholders from the cultural, commercial, educational, and public stewards from the region. Our initial thinking is that prior to the first public meeting we would organize the stakeholders into four manageable focus groups based on the following interest areas; water based activities/organizations, promenade/bicycle groups, neighboring businesses and residents, and open space/environmental based organizations; and schedule a series of two-hour interviews to discuss past and future issues relating to the waterfront. Following this initial series of meetings the stakeholders will be combined into a single group, to combine their expertise and create an environment where they can build a common understanding and hear each other's points of view.

1 DISCOVERY | UNDERSTANDING | VALIDATION PHASE (6 to 8 Weeks)

We begin our work with on-site investigations and a series of kick-off meetings with design team, client, and stakeholder group interviews as outlined above to build our overall understanding. It is critical that we understand the problem thoroughly to enable our team to integrate local knowledge and the essence of Wayzata into an iterative design process. Prior to the initial public meeting, the design team will review and synthesize the previous studies, their proposed solutions and all base map information provided by the City. Using this information we will complete quantitative analysis, and develop more qualitative mapping that look at items not readily analyzed through quantitative methods, such as view corridors and perceived barriers. Based on this analysis a series of maps and diagrams will be created to depict the pertinent opportunities and constraints discovered during the analysis process, it is important to note that these maps are intended to incite discussion, and will not introduce design thinking.

Community Meeting #1

Prior to putting pen to paper and beginning the process of visioning and design an initial public meeting will be held to enhance our teams project understanding with knowledge that is centric to the residents and users of the Lakefront. During the initial meeting the design team will lead the community through a summary of the previous plans recommendations, and a review of the qualitative and quantitative analysis completed on the study area, focusing on the perceived opportunities and constraints discovered during the analysis. Following the analysis presentation, the design team will lead smaller groups of citizens through a mapping and imagination session where citizens will be invited to share knowledge of the site, challenge and/or re-affirm the proposed solutions from the previous studies and express their grandest dreams and visions for the lakefront.

Walking Audit #1

At the conclusion of the public meeting, the design team will lead citizens on a walking audit of the project area. During this audit, groups of citizens and individuals will be free to discuss any issues, ideas, or information they feel is pertinent to the study, and call-out existing elements, views or features that should be preserved or enhanced. We have found that by providing less imposing and more personable moments on site where participants can share their ideas on a one-on-one basis increases communication, builds our understanding and enhances the sense of collaboration and ownership over the design process amongst user groups.

2 VISIONING I TESTING PHASE (8 to 10 Weeks)

Following Community Meeting #1, the design team will synthesize all ideas discussed during the imagination session/walking audit, and draft a set of design principles and a programming plan that will be used to evaluate all possible design ideas. These principles are our foundation for program and concept development, and our criteria for use with the community in developing our ideas. Next we will ask ourselves about the validity of core assumptions. The Objectives of “Be Wayzata, Embrace the Lake, Thoughtful Economic Growth, Engaged Community, Reimagine the Railroad, Access for all, Lively but not Rowdy, Design Matters, Environmental + Historical Stewardship” are all equally important in our process and design synthesis. We will listen discuss and learn about each objective in detail before thinking about design program and form.

The Objectives will be our lens to develop Project Design Principles for each value, then Programmatic Objectives for each Design Principle. These principles are our foundation for program and concept development, and our criteria for use with the community in developing our ideas. The Program is a core question for public discussion and development. The story of the Wayzata and Lake Minnetonka is rich and complex, unfolding through different layers of people, activities and time. How does the program express these layers, and whom are we designing for? Who are the visitors, how often will they return, and how do they interface with downtown Wayzata, stakeholders and special interests? Is this place like a state park, where the return visit can be more than a few years, or is this place activated by arts, culture, history and nature to create a recurring destination for a diversity of people? Are we programming a place, a set of activities, an educational experience, a recreational experience, a memory, a venue for action, or more? Once complete, the design team will develop a financially sustainable programming strategy that will activate the Lakefront and benefit the City, residents, and visitors to Lake Minnetonka. Programming for the Lakefront could include public and private events at the Lakefront, event space, and food and beverage concessions, and will be grounded in market feasibility, as determined in the market assessment. We will then research and compile relevant precedent imagery and prepare ideogram sketches that will be used to visually depict the program and design principles. We will then meet with the committees to vet the principles, program, and imagery prior to developing design alternatives.

Once the design principles and programming have been vetted the team will begin developing design alternatives for the Park. Focused on creating a unified waterfront comprised of a series of smaller interconnected spaces with safe and accessible connections; a balance between ecological sensitive and user oriented/programmable and flexible open spaces; and mitigating existing and future user conflicts, the design team will create a variety of strategic moves and



designs. Ranging from minimally disruptive, to major infrastructure changes, these design alternatives will build on the guidelines and requirements from previous studies, capitalize on the strengths of the existing lake front, challenge conventional thinking, and examine the potential of re-locating existing facilities internal and external to the site to transform valuable open space into community amenities. Design alternatives will be depicted in a variety of plan, birds' eye and eye level perspectives to develop the deepest level of understanding amongst all interested parties.

Concurrently with the design process noted above a market assessment will be completed based on the opportunities presented in the visioning process that will estimate local and regional demand for new uses in the area. This analysis will be critical for understanding what new uses can and cannot be supported at the Lakefront. Uses to be explored - and their appropriateness for siting on- or adjacent but off-site - could include permanent and/or seasonal food and beverage concessions, retail or dry goods, an event venue, a hotel, and residential, commercial or institutional development. This analysis will ground the programming strategy in market context, allowing for a financially feasible strategy.

Community Meeting #2 – Design Principles and Alternatives

This community meeting will focus on the design team presenting the design principles, including precedent imagery, and the complete set of design alternatives. Following the presentation the public will be encouraged to ask questions and engage the design team in detailed conversations. Past experience has shown that not all citizens are comfortable speaking up in large groups, as such a variety of input methods will be used to ensure all community members can share their opinions and be fully engaged in the design process.

Walking Audit #2

Following the Community Meeting, citizens will participate in a second walking audit of the study area, where the proposed design alternatives will be examined in-situ. During this audit community members will be provided with packages containing graphic exhibits that they will be encouraged to mark-up with their thoughts, concerns, or alternative ideas. In addition design team members will be strategically located throughout the parks to answer questions and engage in one-on-one discussions with participants.

3 SCHEMATIC DESIGN PHASE (12 to 16 Weeks with approvals)

In the weeks following the Community Meeting, the design team will synthesize all community comments, and audit forms into a single comprehensive document that will be shared with the Committees, as a preliminary means of selecting a preferred alternative. During this meeting, the design team will summarize the opportunities and constraints of each alternative, work through a detailed valuation of each alternative, and select a preferred alternative that will be refined as a precursor to the completion of Schematic Design.

Community Meeting #3

During the third and final community meeting the design team will present the refined design and overall vision for the Waterfront. In the past we have found that these final meetings tend to be more of a celebration of the vision that has been established throughout the process and outreach efforts. As such we would propose a less formal meeting setting where the community is hosted out on the Lake, and is catered by a local food purveyor, where the vision can be celebrated and viewed from the water. During this presentation the design team will answer any questions or concerns the public may have and note any unresolved issues that will be addressed during the completion of the Schematic Design Documents.

Following the final public meeting, the design team will make all final revisions to the plan and prepare a Schematic Design Package with enough detail to depict the overall design intent, program, and materials/finishes of the parks and their associated structures. In addition to the schematic design drawings the design team will prepare a Design, Operations, and Maintenance Illustrative report. The illustrative report will include analysis diagrams, design principles, and the necessary plan and perspective renderings, and design, construction, maintenance and operation narratives to fully describe the design intent. Associated with the report will be a detailed construction, maintenance, and operations cost estimates that will be packaged and used in conjunction with the Illustrative report as the basis for the final presentation to receive formal approval from the City.

Additionally, critical to the success of the Lakefront will be a sustainable operating budget that maximizes and supports the identified programming goals and Lakefront operations. Based upon the programming strategy our team will complete a revenue assessment that will test a range of potential revenue sources. In order for the programming goals to be realized, the Lakefront will need an operating budget to support day-to-day activities.

Working with local stakeholders to understand the range of plausible revenue sources, we will examine potential operating revenue sources, which include:

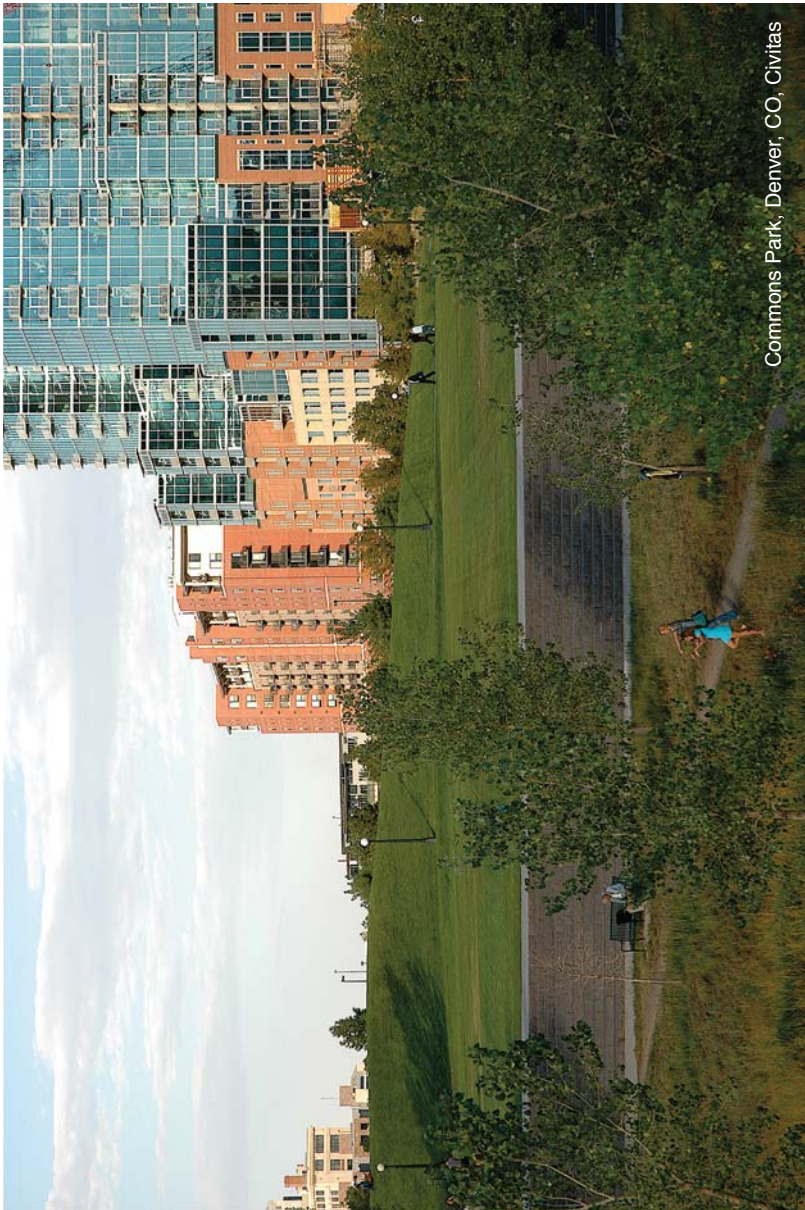
- Contributed Income. We will examine the potential for a base of contributed income for the Lakefront. Based upon national and local precedents, we will assess the revenue potential from the philanthropic community, which includes both individual and corporate donations, as well as sponsorship opportunities.
- Earned Income. Based upon the programming strategy, earned income may be a potential source of income for the Lakefront. This income is likely to come from food and beverage concessions, space that may be rented for public or private events, and/or opportunities for sponsored public programming at the Lakefront. We will assess the potential based upon local demand and opportunities, as well as existing supply and constraints for the space.
- Value Capture. Parks and open space amenities can raise properties values for adjacent and surrounding property owners. We will estimate the potential increment and test the potential to levy the increase to support the Lakefront's on-going operations.
- Public Contribution. We will examine the potential need for public funding to be used as some combination of a base of operating funding, consistent with that which Wayzata has provided other public parks and either a "gap filler" for the operating budget given the proposed programming strategy and the estimated revenue from the other three income streams.

Implementation Considerations

Given the usage and general goals for the park, the Lakefront will likely require funding and management capacities over and above typical public spaces. We will develop an approach for integrating capacities of these factors and recommend additional actions, like the creation of a business plan, as needed to advance this partnership. However the park's governance structure is determined, programming for the Lakefront will also require an implementation plan. Our implementation plan will include:

- The creation of a phasing plan for the programmatic and construction recommendations. This will include a timeline of which programs to implement first, focusing on realizing stakeholder goals as early as possible.
- Recommend relations with other organizations that can help with the implementation of the envisioned programs. These strategic partnerships will aid in the success of the Lakefront.

Fee Schedule



Commons Park, Denver, CO, Civitas

Total Design Fee:	\$310,000
Discovery Understanding Validation:	\$ 75,000
Visioning Testing:	\$115,000
Schematic Design:	\$120,000

Design Fee excludes reimbursable expenses which will be invoiced at 1.10% of cost. As noted in the Approach section of the document, our approach was crafted to be comprehensive and inclusive. However it has not benefited from the critical insights that all of the partner institutions have gained completing the previous three decades of work. If selected we will work with you to review, test and refine the proposed approach and fee to create a shared methodology, that will result in a world class Waterfront that is distinctly Wayzata, for the City, and the greater region.

LAKE EFFECT SIGNATURE PROJECT



CIVITAS

DESIGN TEAM



Scott Jordan
Principal in Charge
Civitas



Candace Damon
Economic Strategist
HR&A Advisors



Mark Johnson Design Principal
Civitas



John Hink
Environmental Engineer
Solution Blue

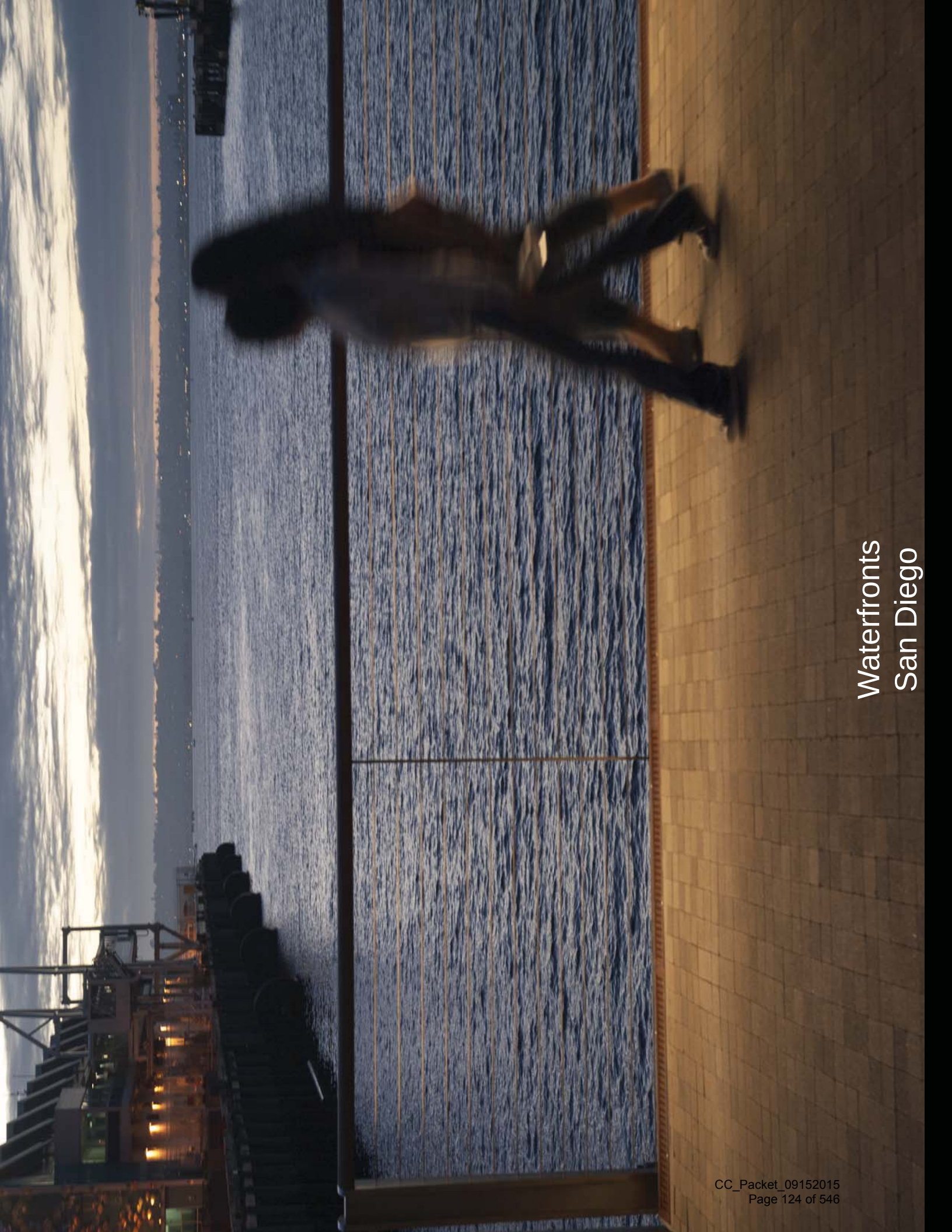


Matt Kreilich Design Architect
Snow Kreilich



Kim Chapman
Ecologist
Applied Ecological Services





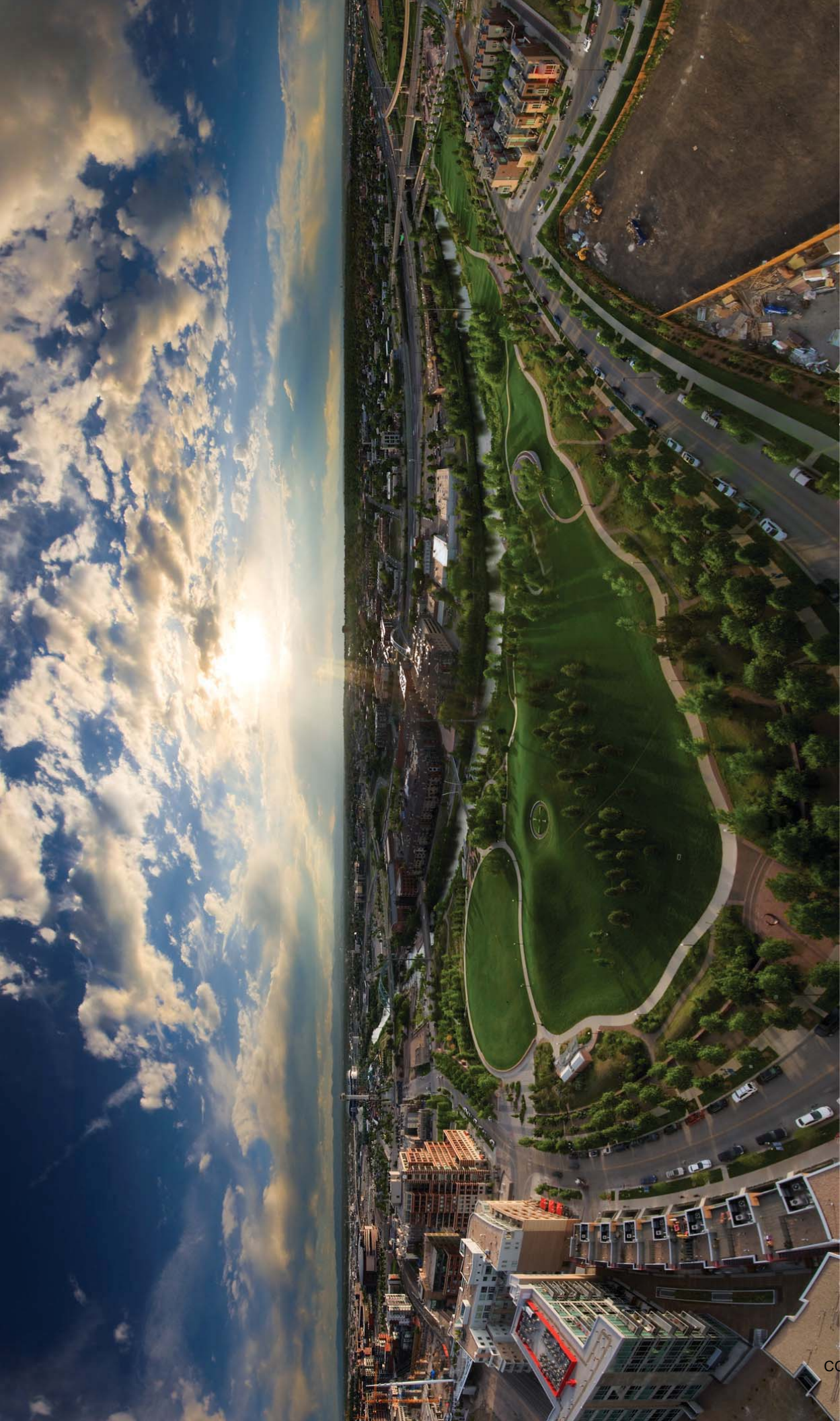
Waterfronts
San Diego



Public Spaces
Belmar



Public Spaces
Belmar



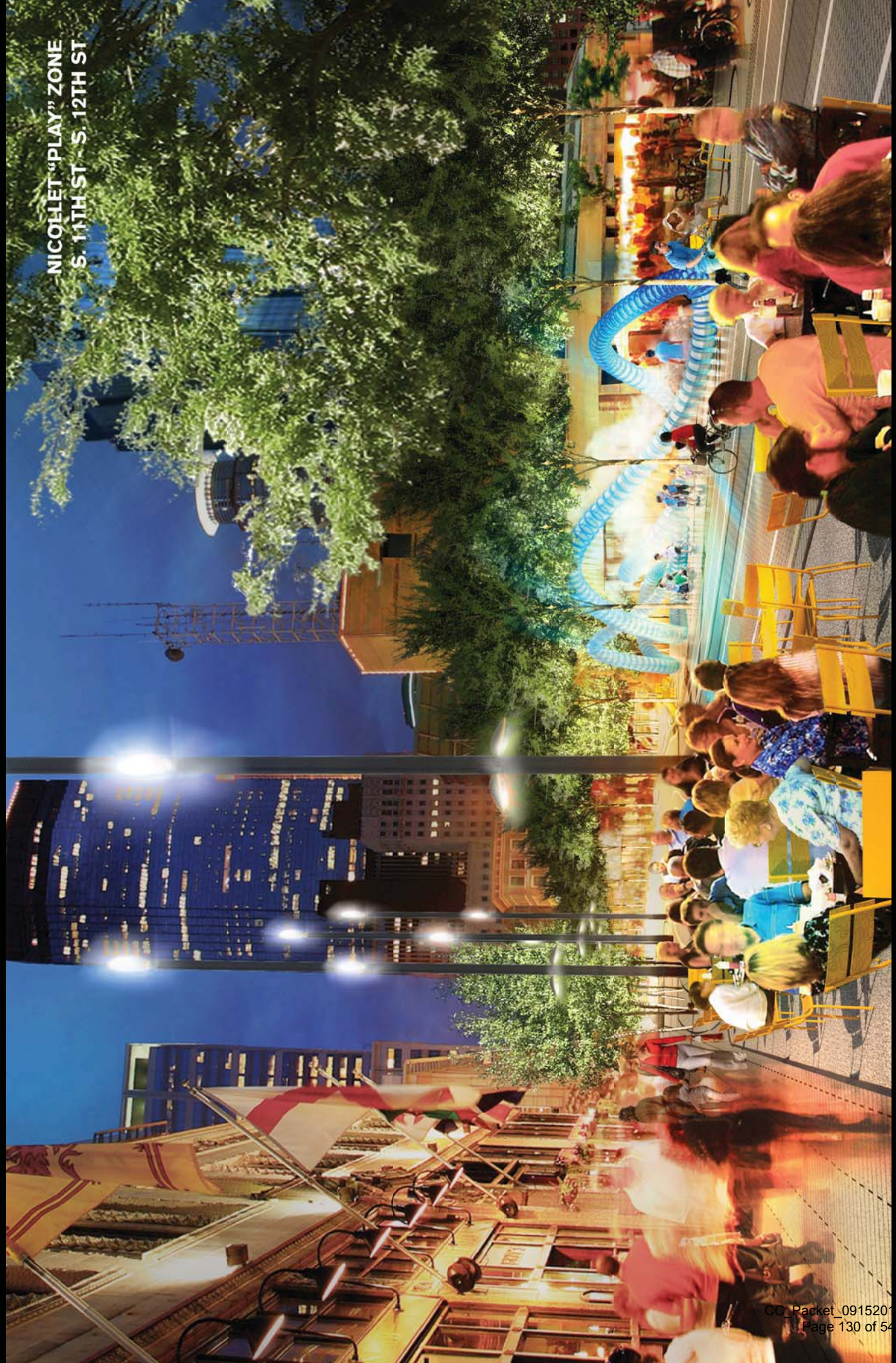
Urban Parks Central Platte Valley



Nature in the City Commons Park

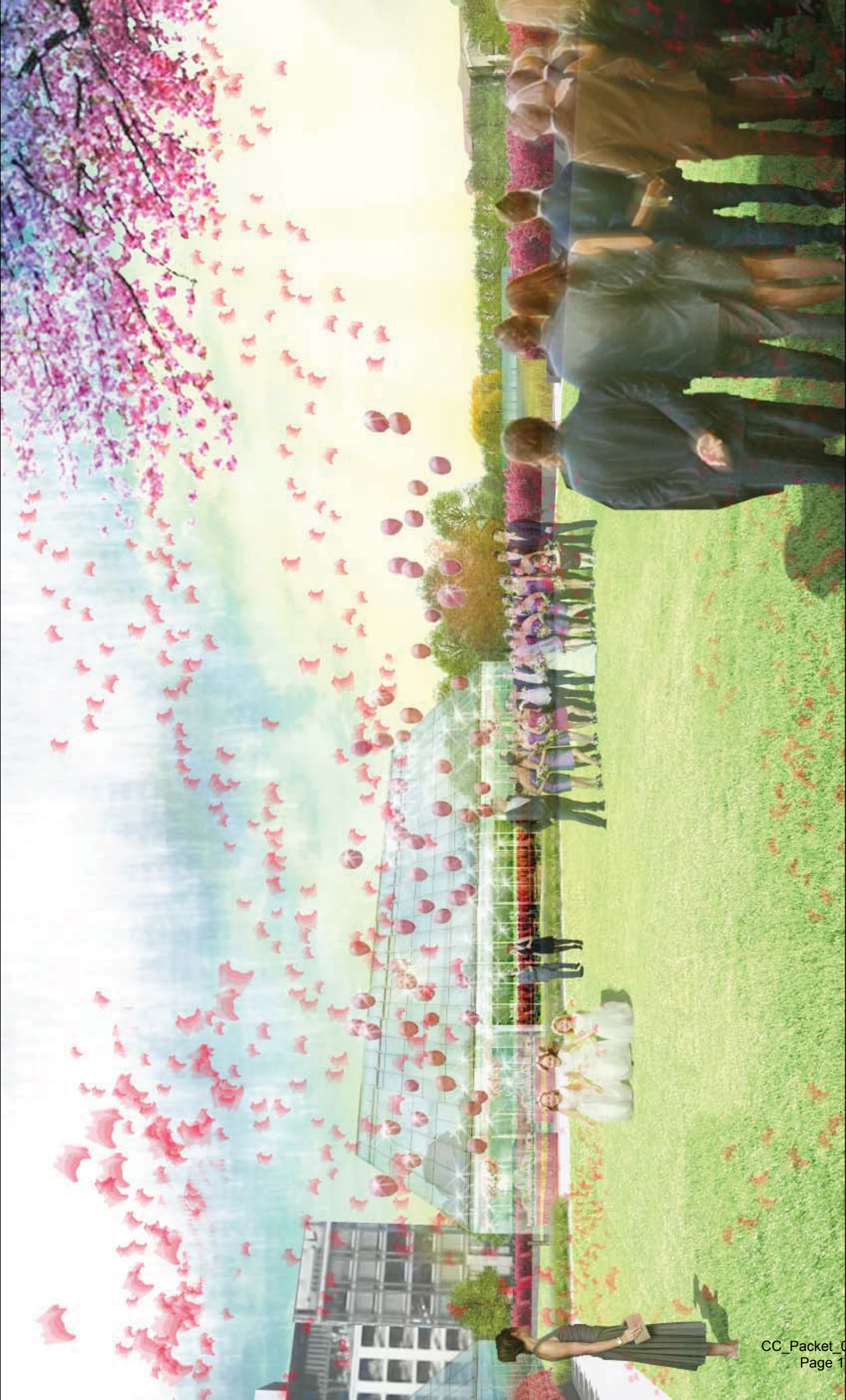


Streets
Larimer Square



NICOLLET "PLAY" ZONE
S. 11TH ST - S. 12TH ST

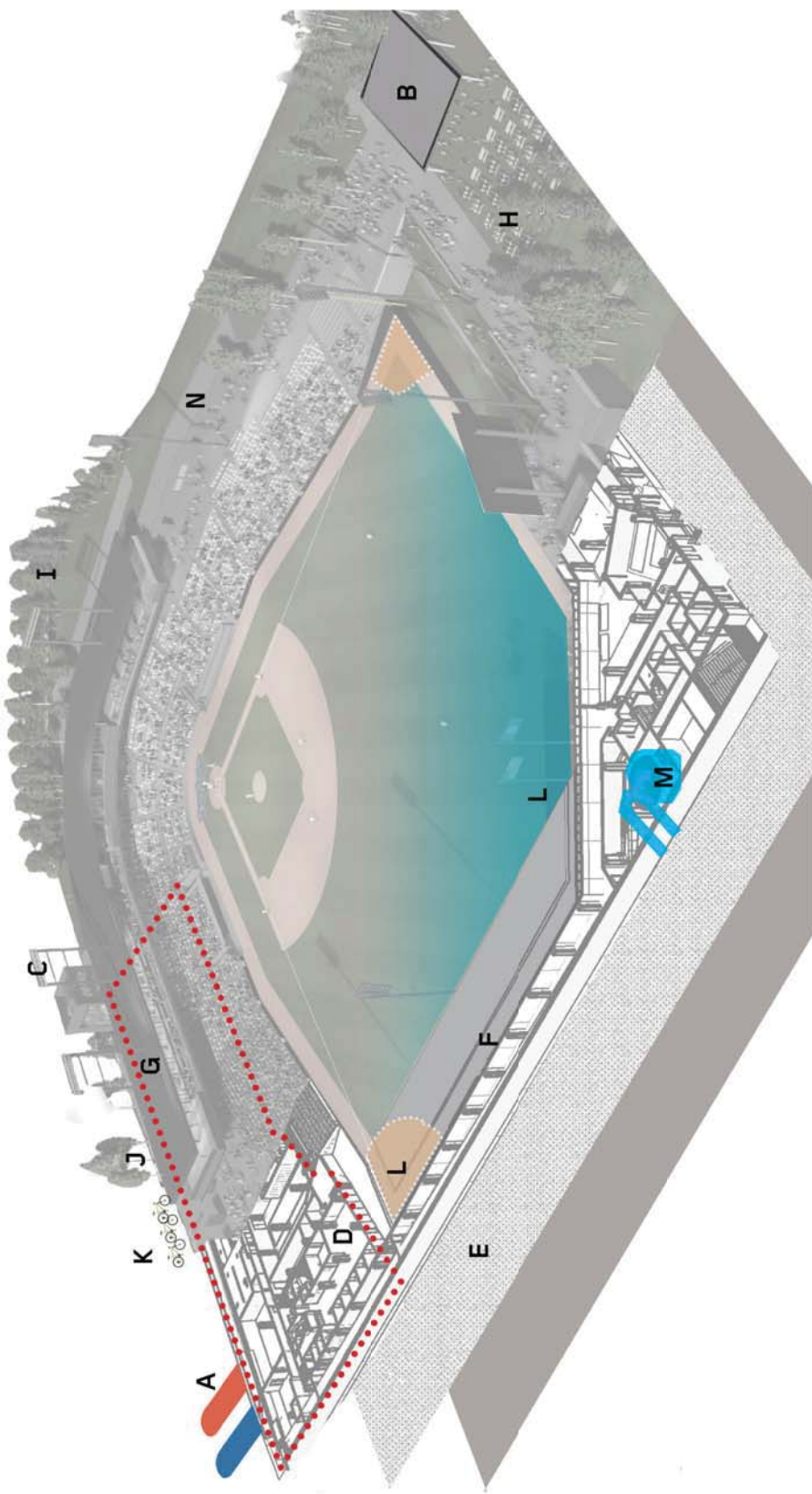
Streets Nicollet Mall



Urban Parks Walker Sculpture Garden



Urban Parks
CHS Field



SUSTAINABLE FEATURES DIAGRAM

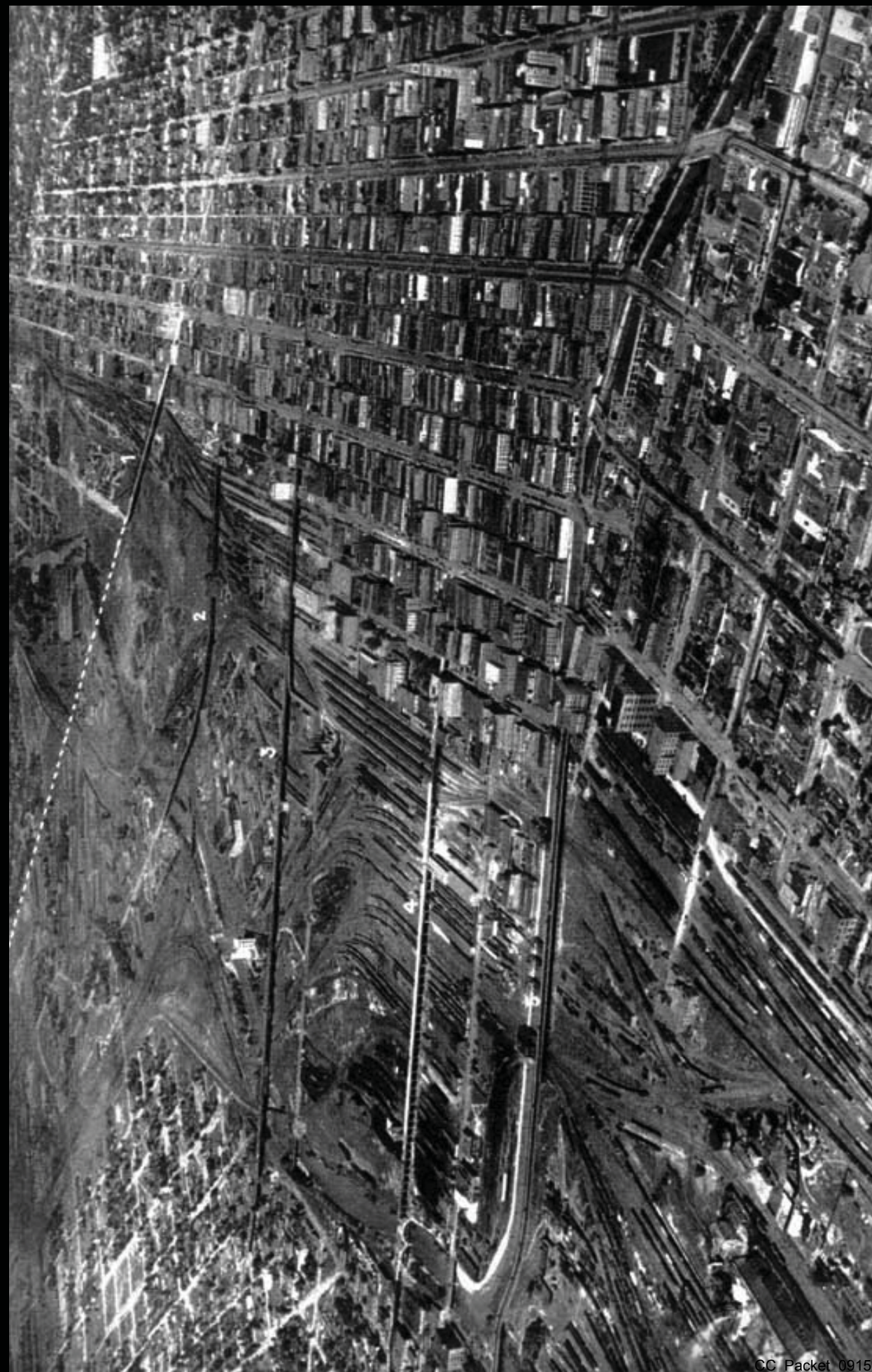
- A District Energy Connection
- B 100 kWh Solar Array
- C Low-Spill Field Lighting
- D Underground Building Footprint
- E Recycled Crushed Concrete Infill
- F Reused Foundation From Existing Building
- G Low Voc + Occupant Sensors Inside
- H New Green Spaces + Trees
- I Community Art + Dog Park
- J Tree Trenches
- K Bike Parking + Public Transit Stop
- L Stormwater Sand Filter Under Field
- M 27,000 Gallon Rainwater Cistern
- N Dual/Low Flush Fixtures In All Restrooms



Riverfronts
St. Paul's Upper Landing

LAKE EFFECT SIGNATURE PROJECT

- 1 Team Composition**
- 2 Environmental Jurisdictions**
- 3 Railroads**
- 4 Work Approach - Community Engagement**
- 5 Fees**
- 6 Public Private Partnerships/Fund Raising**
- 7 Major Challenges and Opportunities**

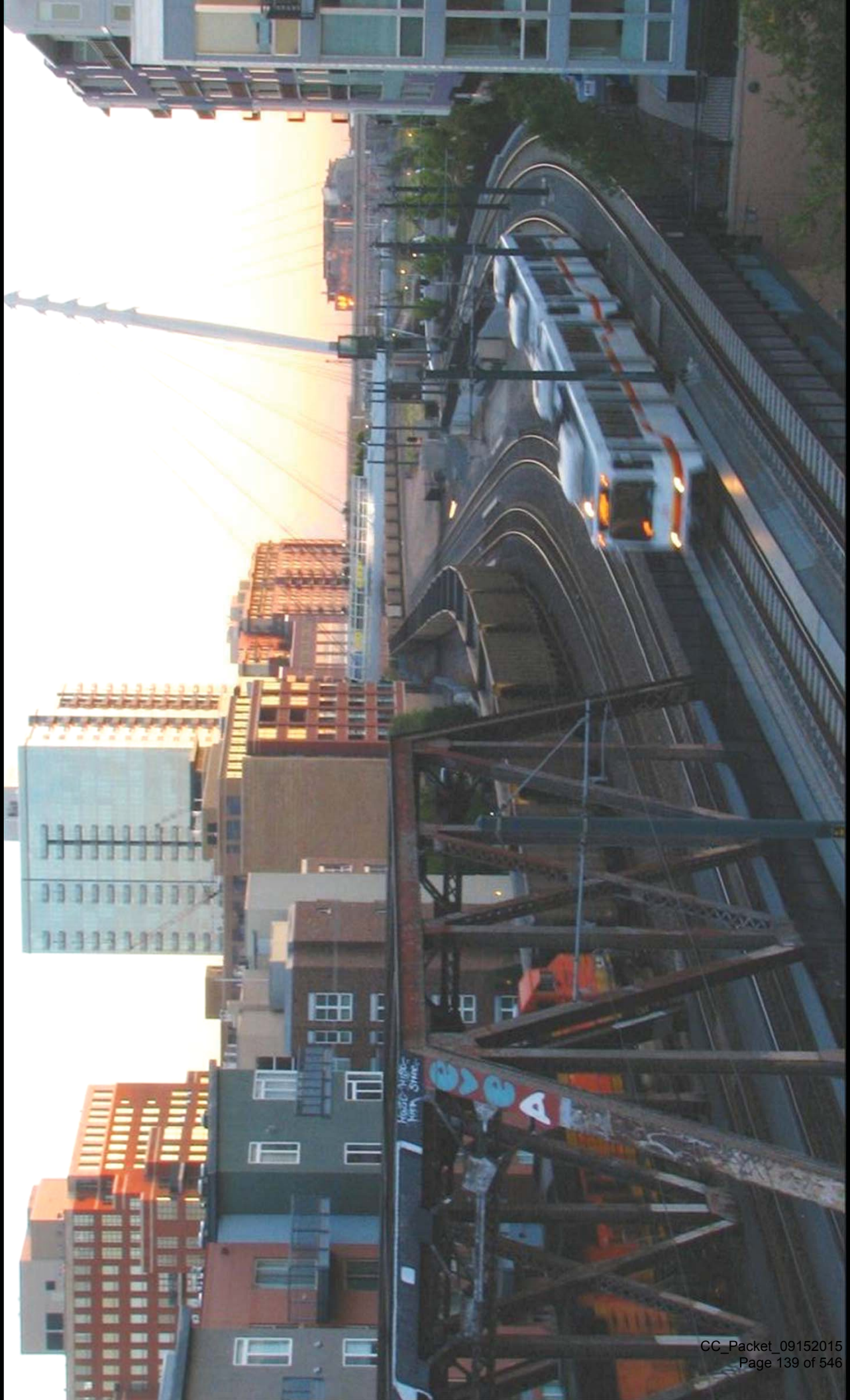


CENTRAL PLATTE VALLEY

Denver











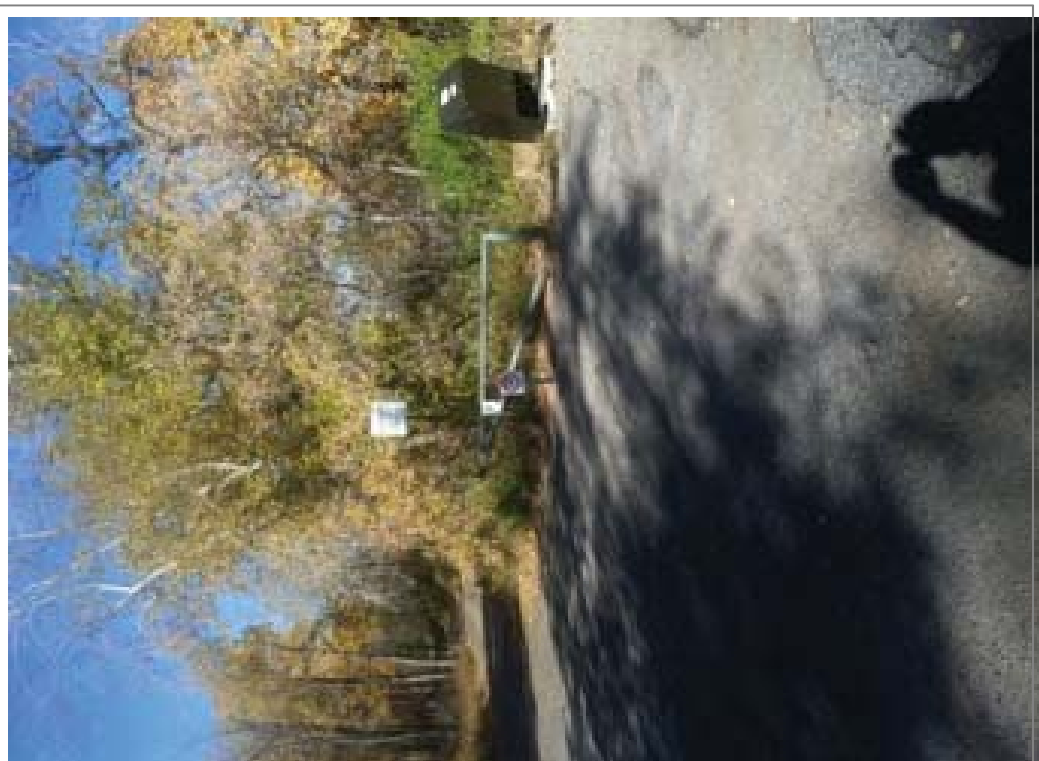


LA RIVER





St. Patrick's Island
Calgary



The Point

Seasonal
Breach

The Trace

Play Mound

Lowland Channel

Picnic Grove

The Pond

Amphitheater

Breach Walk

King's Hideaway

The Rise

Gallery Forest

The Transect

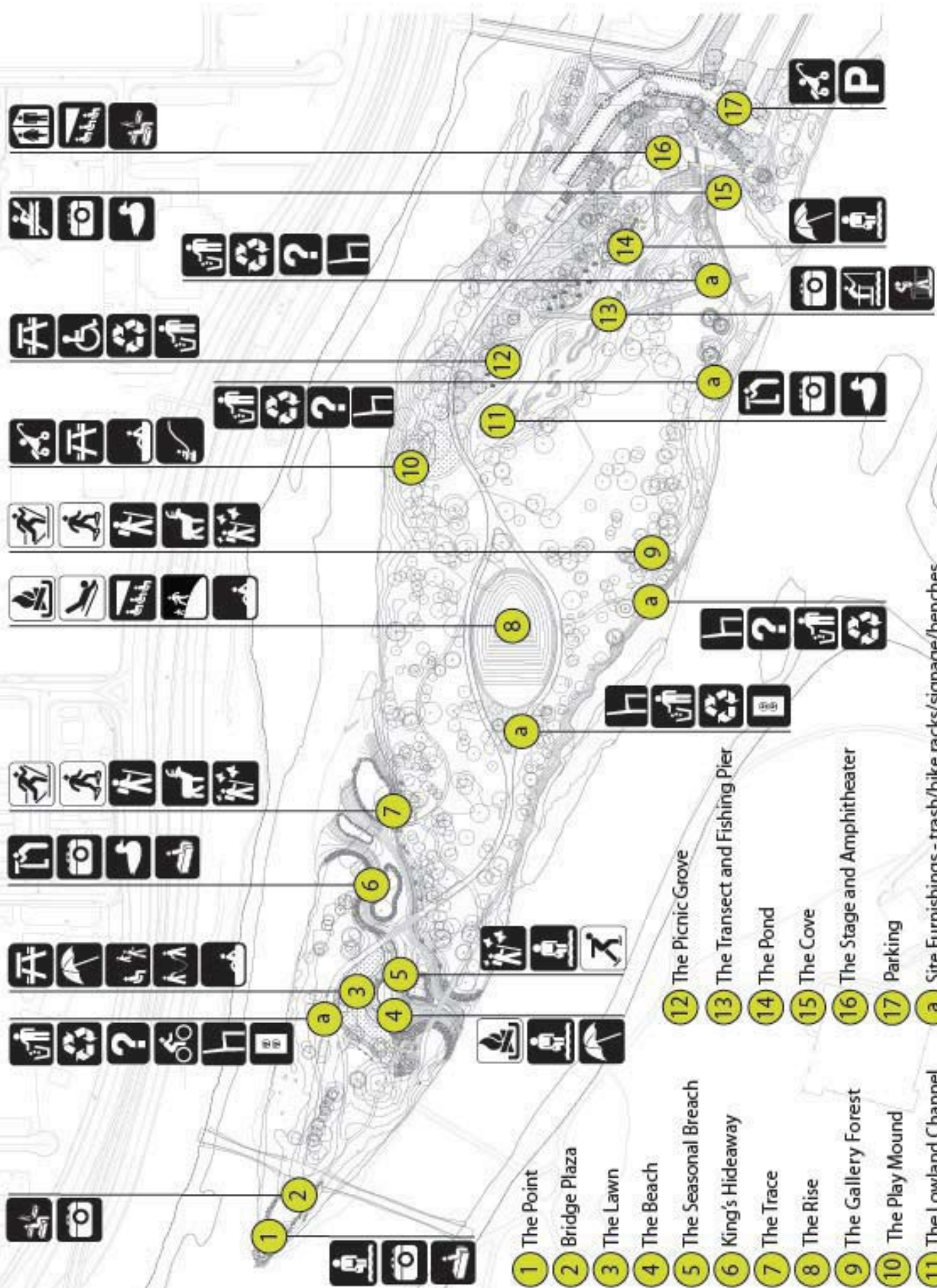
The

Lookout
The Cove

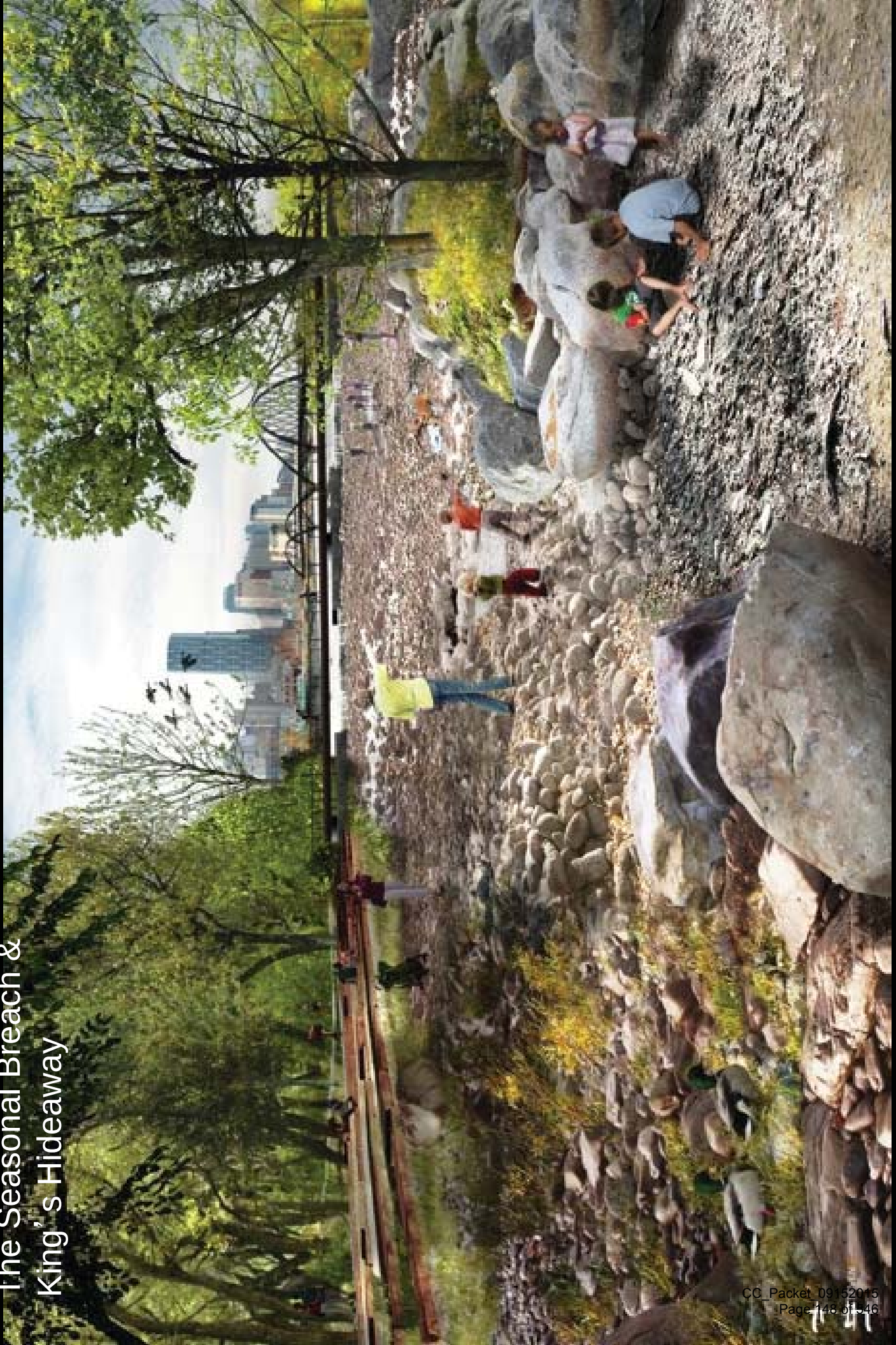
Canoe
Launch

Fishing Pier

25



The Seasonal Breach & King's Hideaway

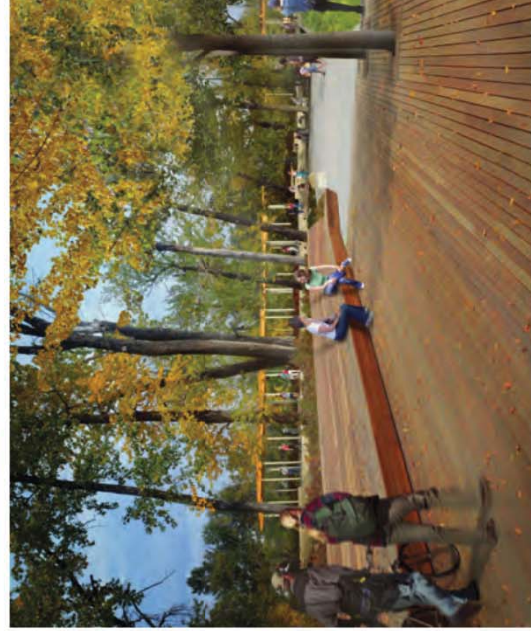


The Seasonal Breach & King's Hideaway



The Rise











St. Patrick's Island Ecology

St. Patrick's Island is a small, rocky island located in the middle of the lake. It is home to a variety of wildlife, including birds, fish, and insects. The island is a natural habitat for many species and is an important part of the lake's ecosystem.

The island is surrounded by water and is accessible only by a small boat. It is a popular spot for fishing and bird watching. The island is also a great place to enjoy the sun and relax.

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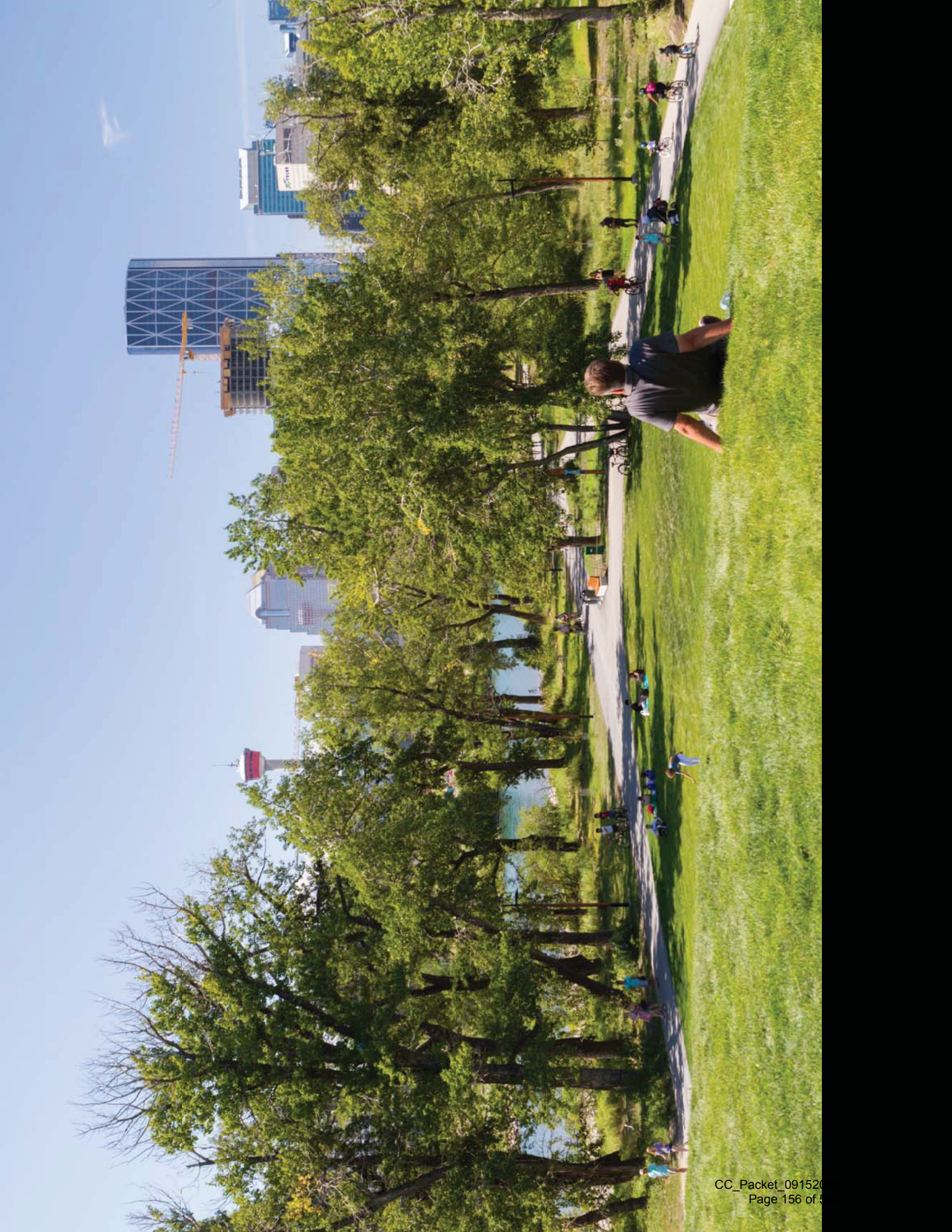
St. Patrick's Island The Plover Island

The Plover Island is a small, rocky island located in the middle of the lake. It is home to a variety of wildlife, including birds, fish, and insects. The island is a natural habitat for many species and is an important part of the lake's ecosystem.

The island is surrounded by water and is accessible only by a small boat. It is a popular spot for fishing and bird watching. The island is also a great place to enjoy the sun and relax.

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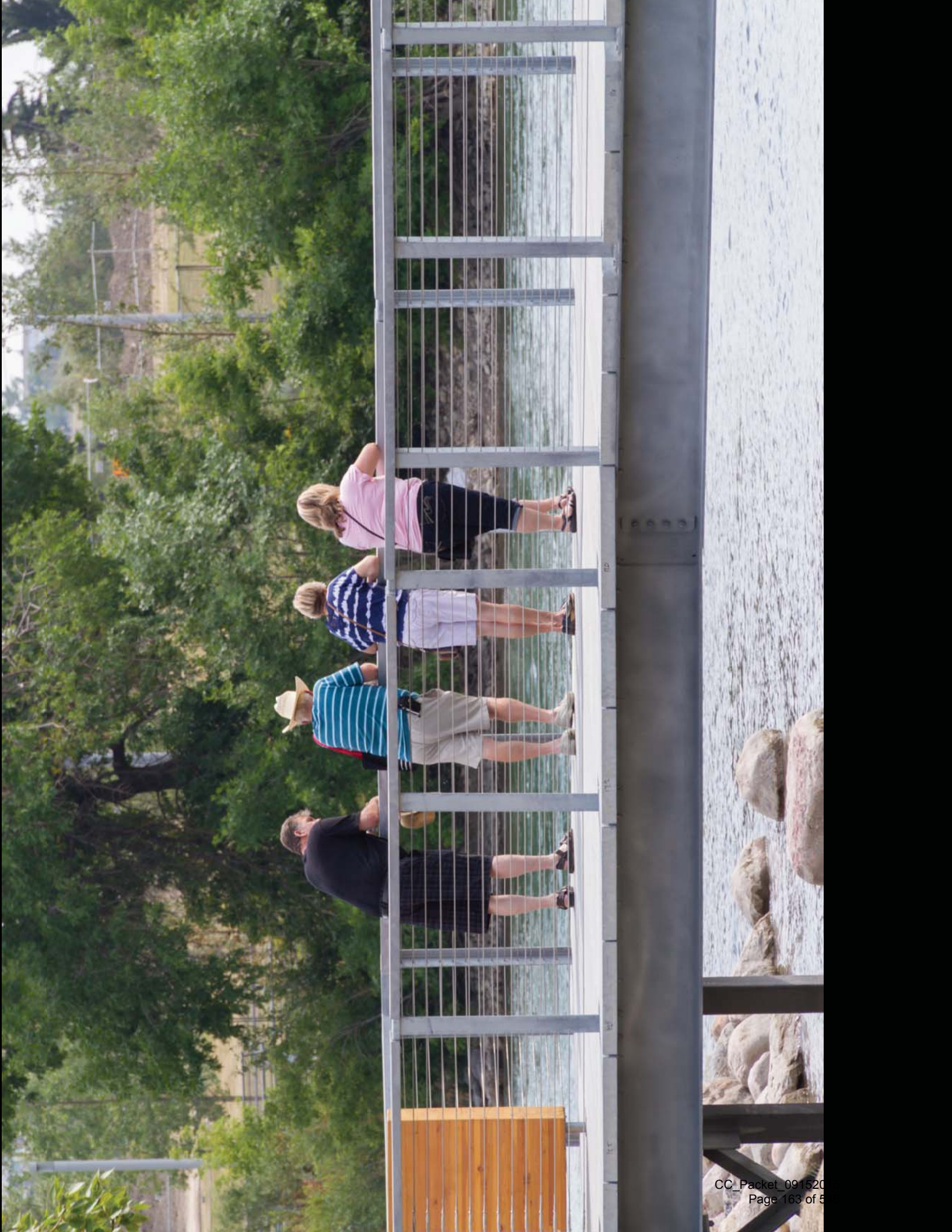










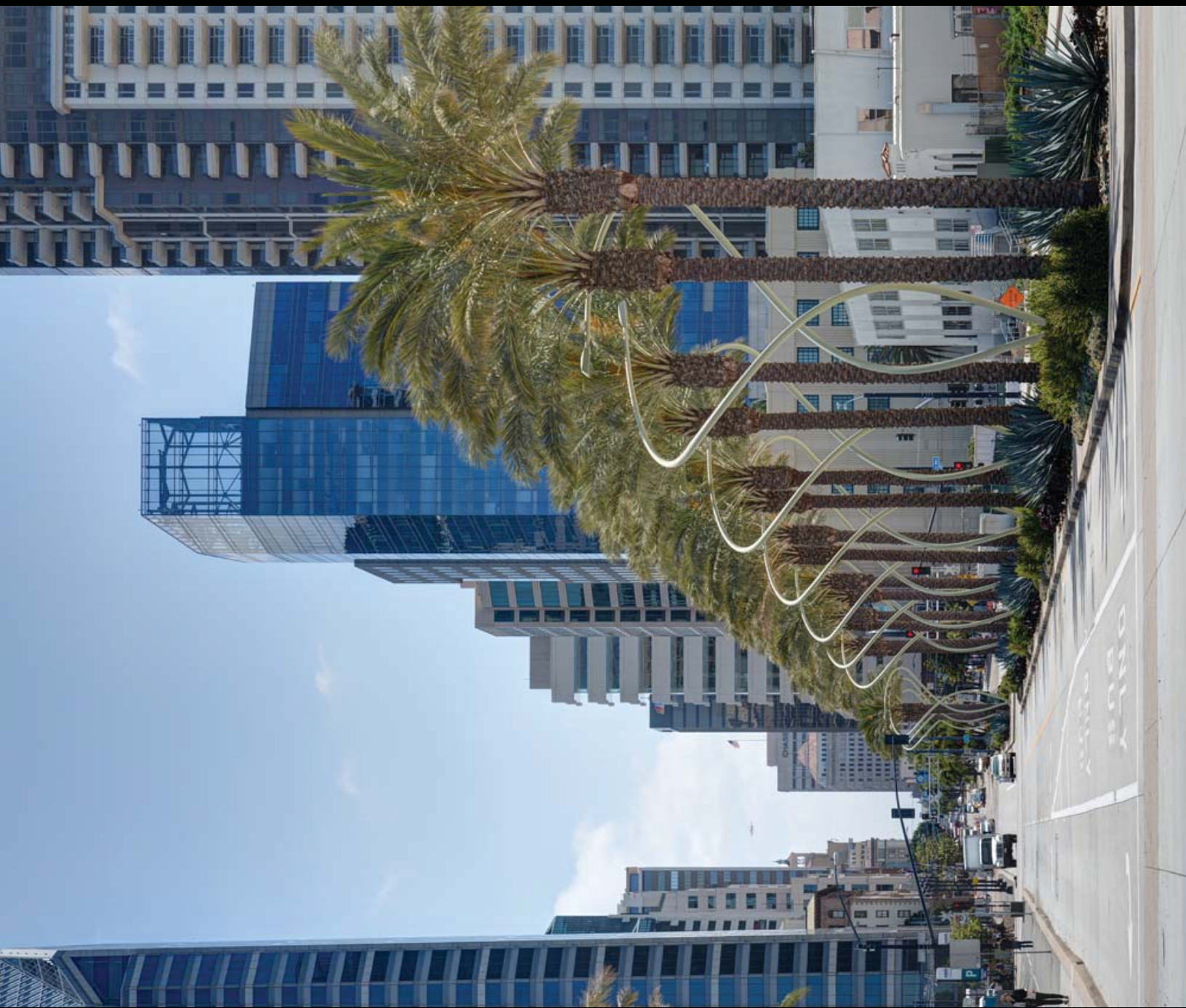




North Embarcadero
San Diego













FLAGSHIP
CRUISES & EVENTS

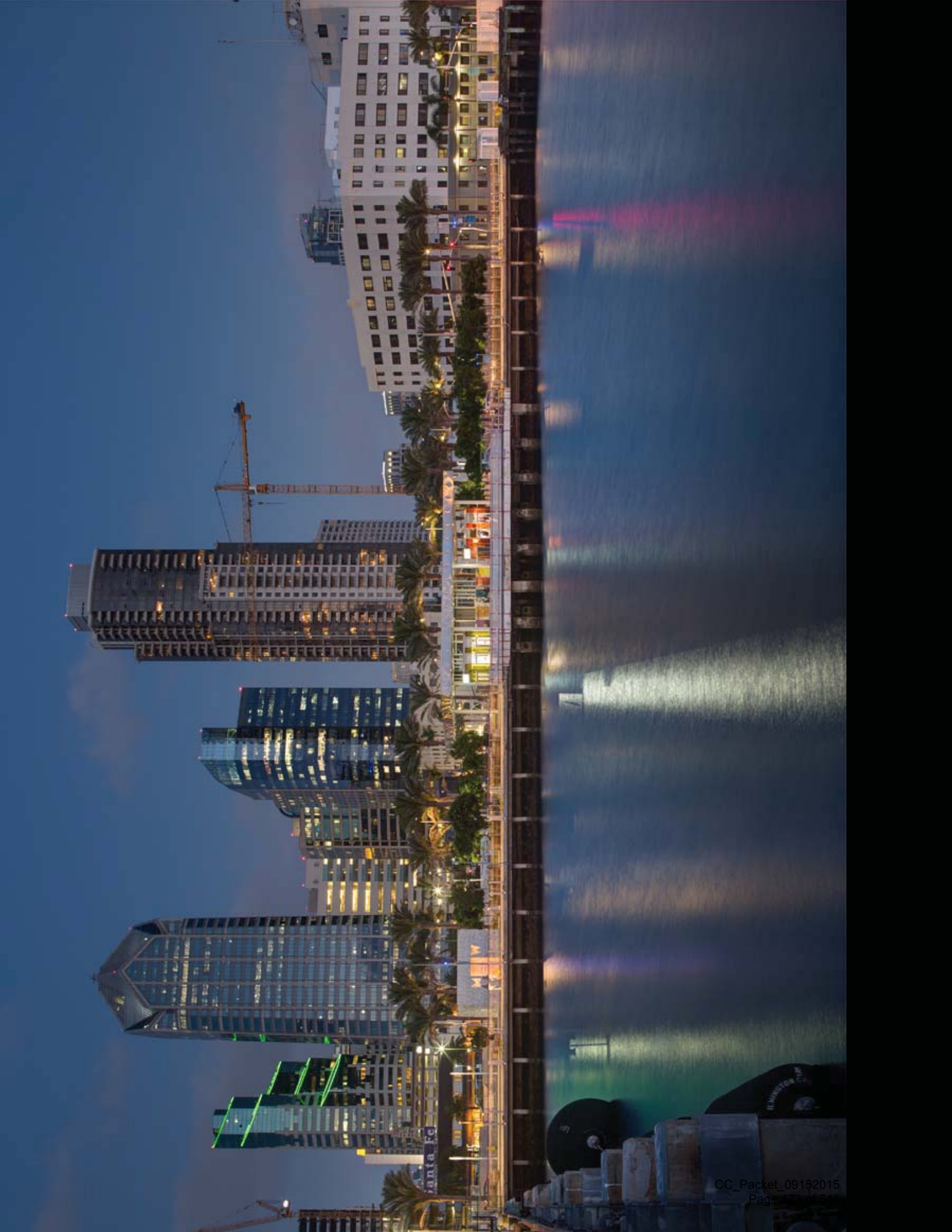


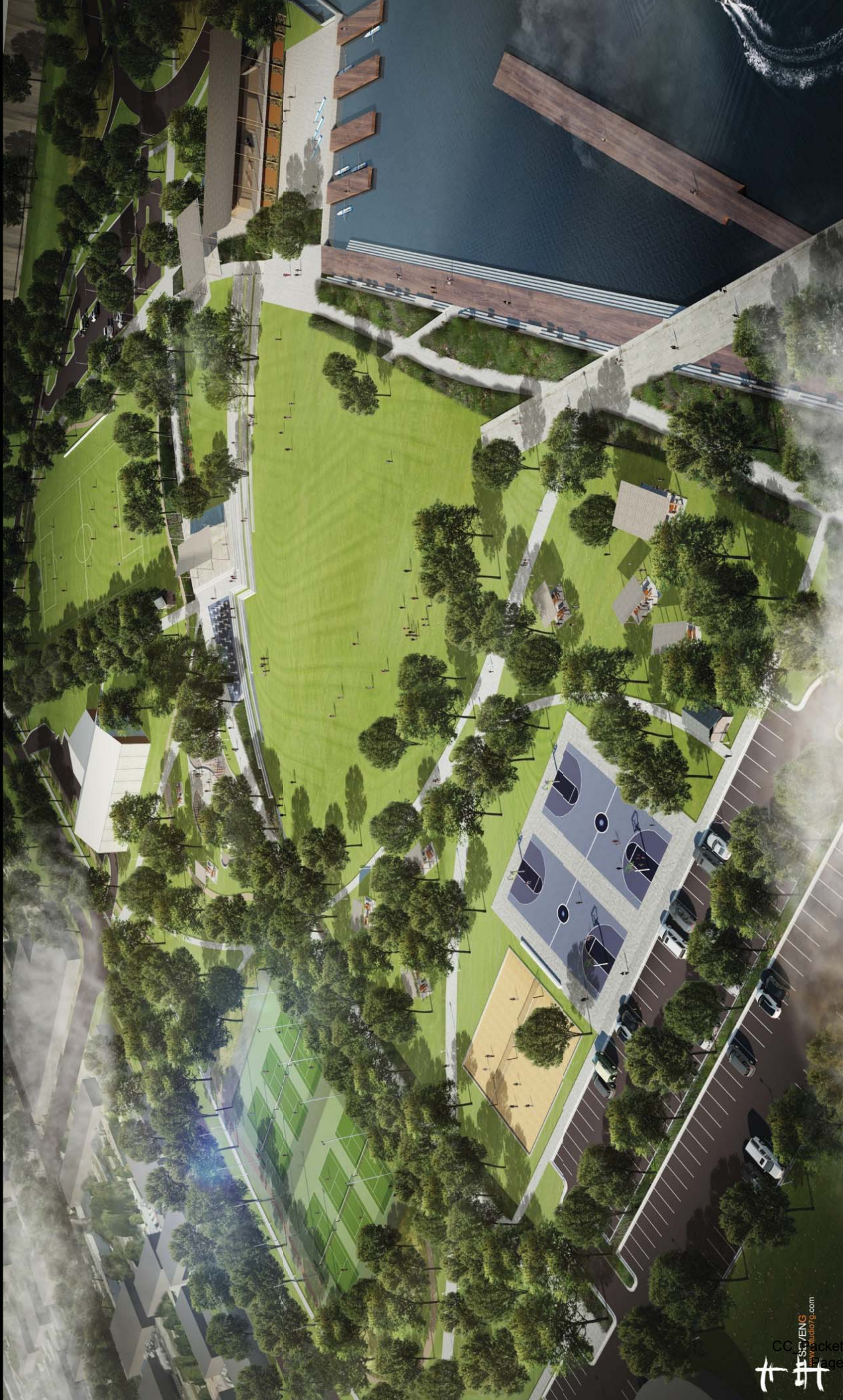
PORT OF SAN DIEGO
EMBARCADERO

Parking
Ferry to Coronado
Trolley
Harbor Cruises
Convention Center
Shopping/Dining









RVIERFRONT PARK

Tampa





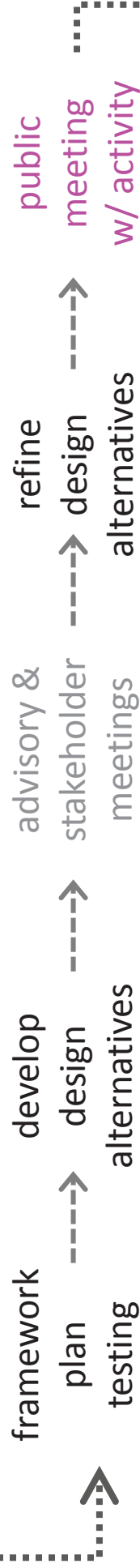


WORK APPROACH / COMMUNITY ENGAGEMENT

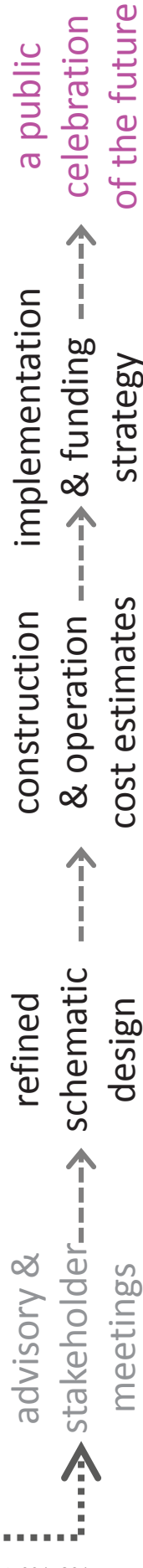
work plan

an iterative approach to design

discovery | UNDERSTANDING | validation



schematic DESIGN





a social gathering,...
To out to residents and to get to know each other



a public meeting
to engage residents to explore design alternatives

public meeting
design alternatives

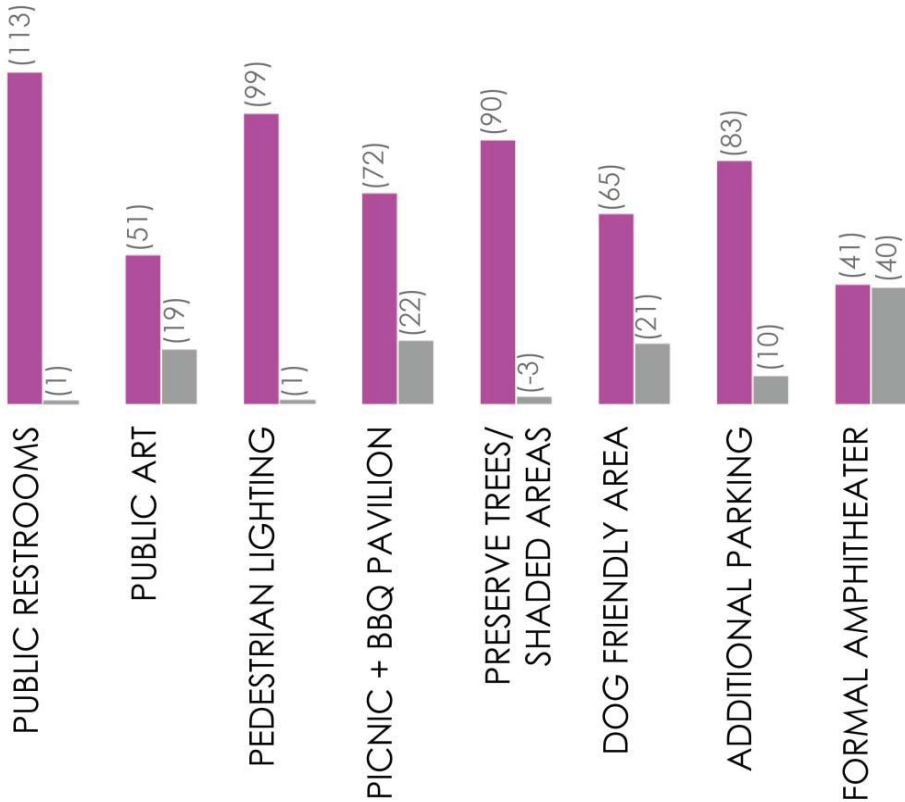


WHAT WE LEARNED AT PUBLIC MEETING ONE

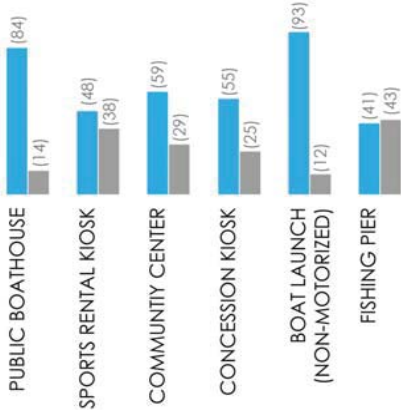
A large board for public meeting feedback. It features a grid of 48 images, each representing a different park amenity. The images are categorized into four groups: 'Additional Park Amenities' (top left), 'Swimming Pool' (top right), 'Parks' (bottom left), and 'CIVITAS' (bottom right). The board is covered with numerous red and green dots, indicating areas of interest or concern. Handwritten notes and sticky notes are placed on the board, including 'Additional Park Amenities' (top left), 'Swimming Pool' (top right), 'Parks' (bottom left), and 'CIVITAS' (bottom right). The board is titled 'WHAT WE LEARNED AT PUBLIC MEETING ONE'.

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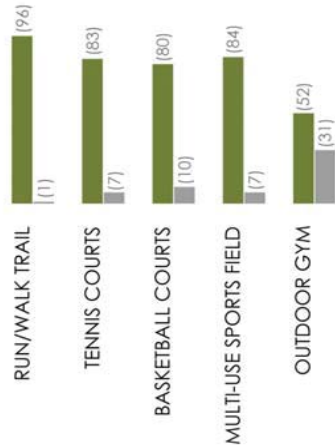
Public Amenities



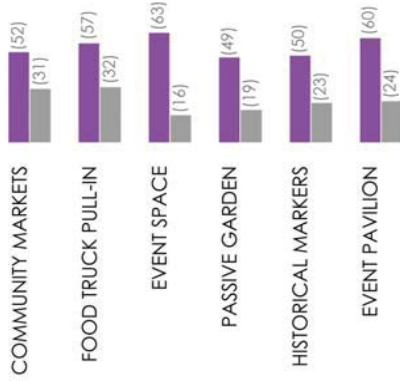
Active Waterfront



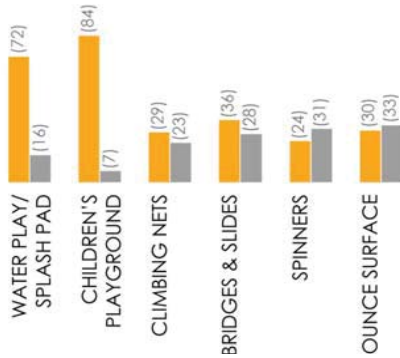
Active Open Space

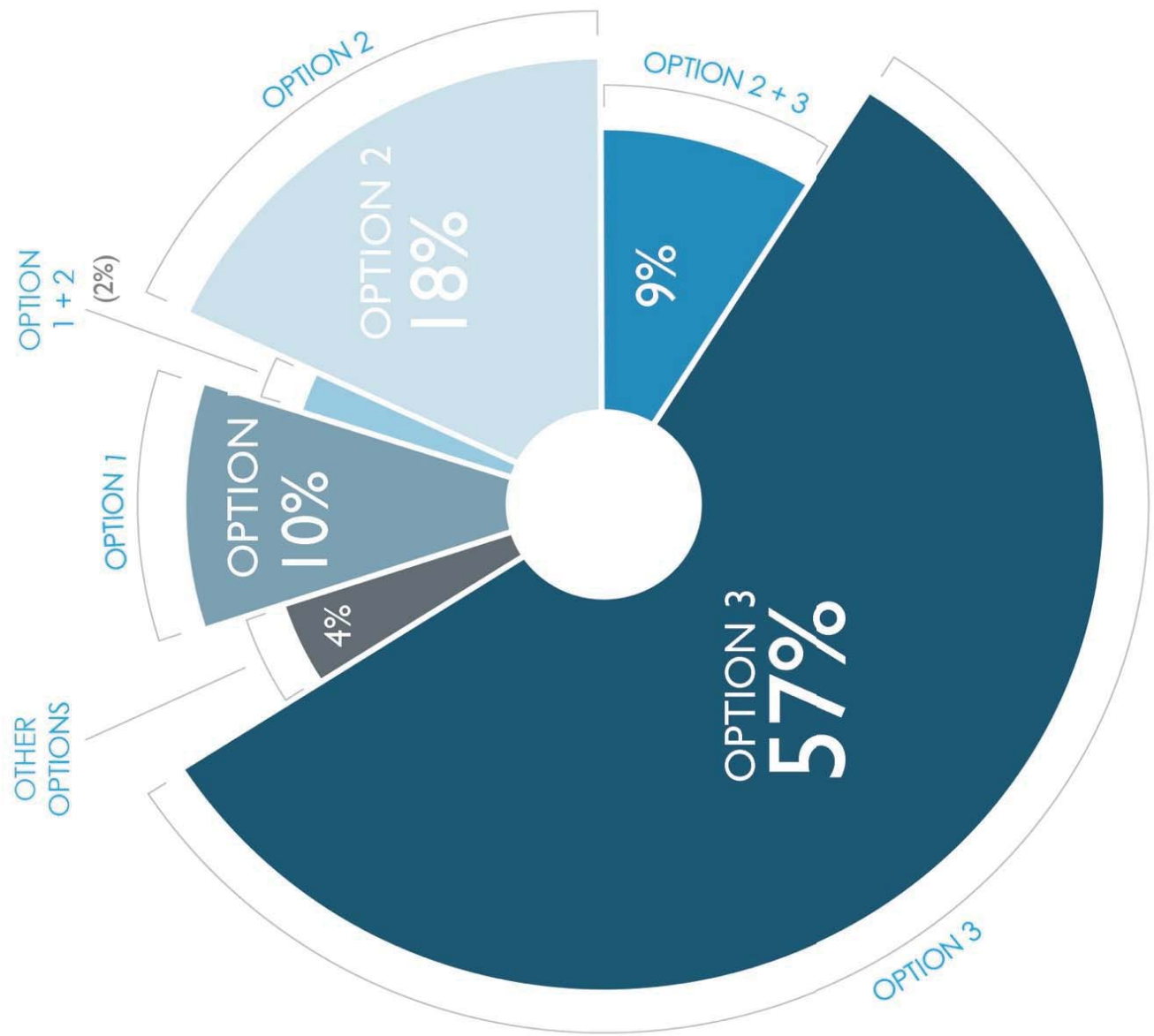


Community



Children's Play







Architectural Illustration © Jerrald E. Ohm

FINAL DRAFT

LAKE EFFECT
WAYZATA
wayzatalakeeffect.com

WAYZATA LAKE EFFECT COMMUNITY PRIORITIES



LAKE WALK



LAKE ACCESS



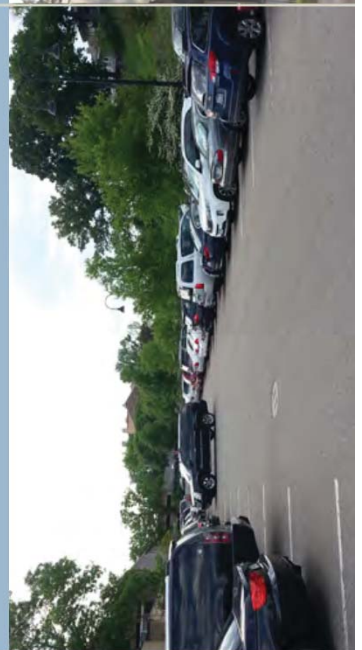
CONNECTIVITY



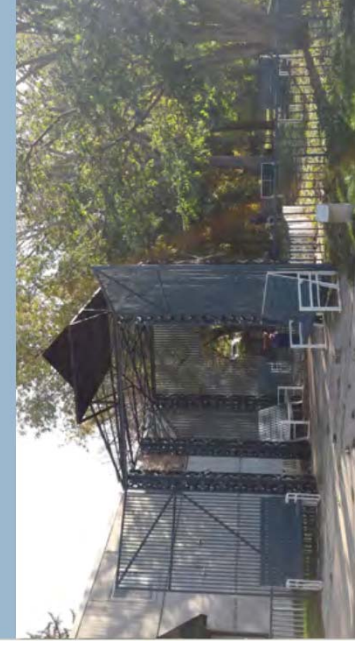
ENHANCED VENUES

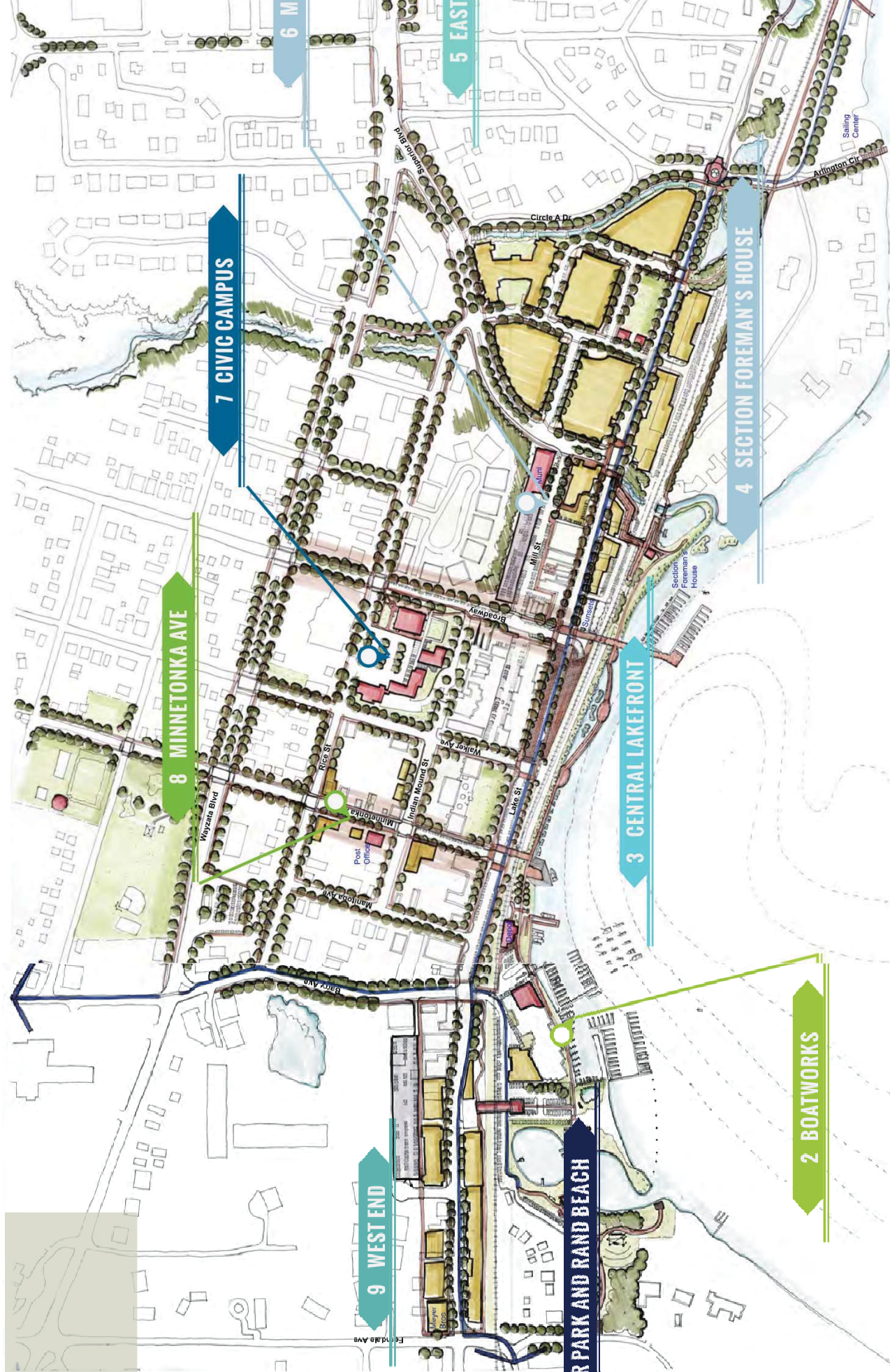


PARKING AND CIRCULATION



PUBLIC INVESTMENT

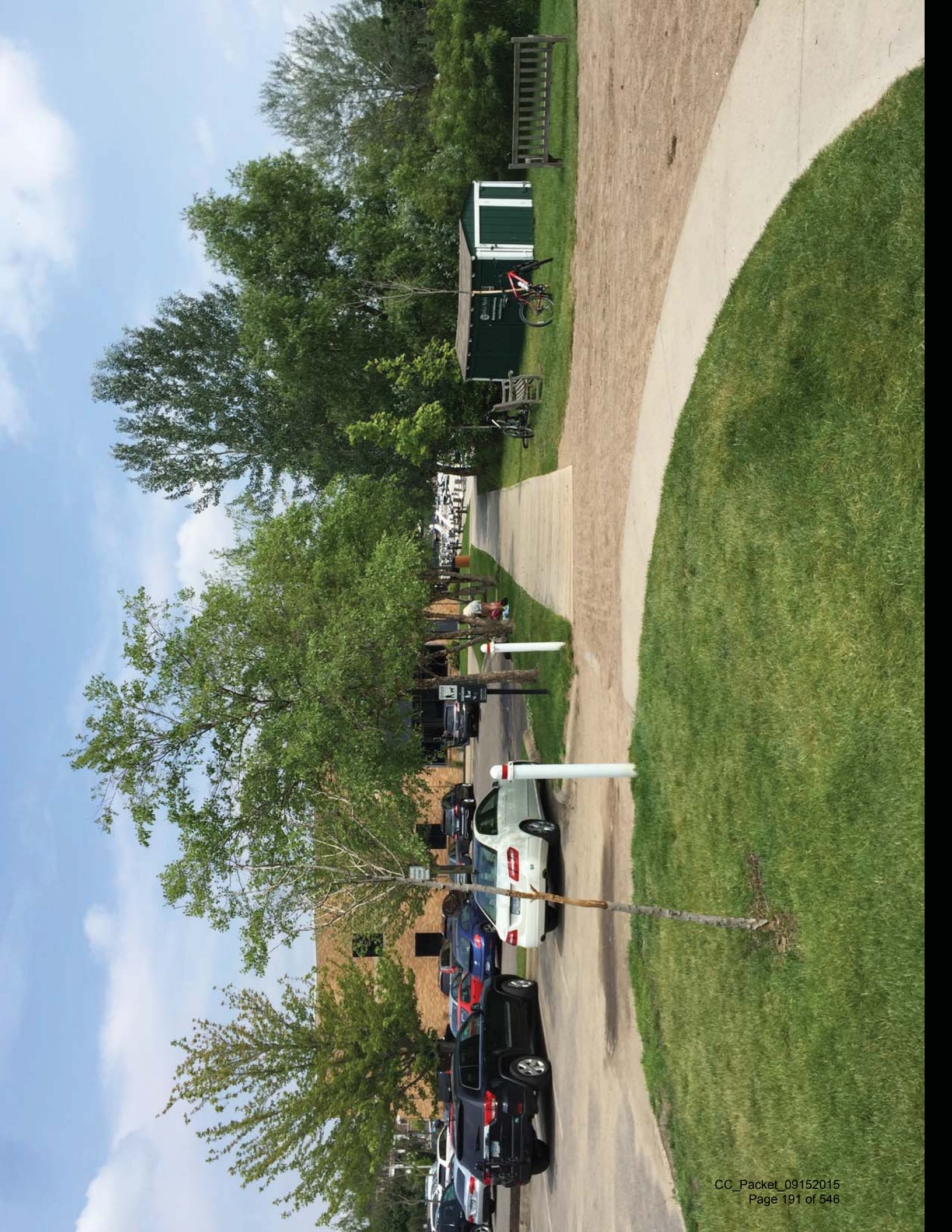




























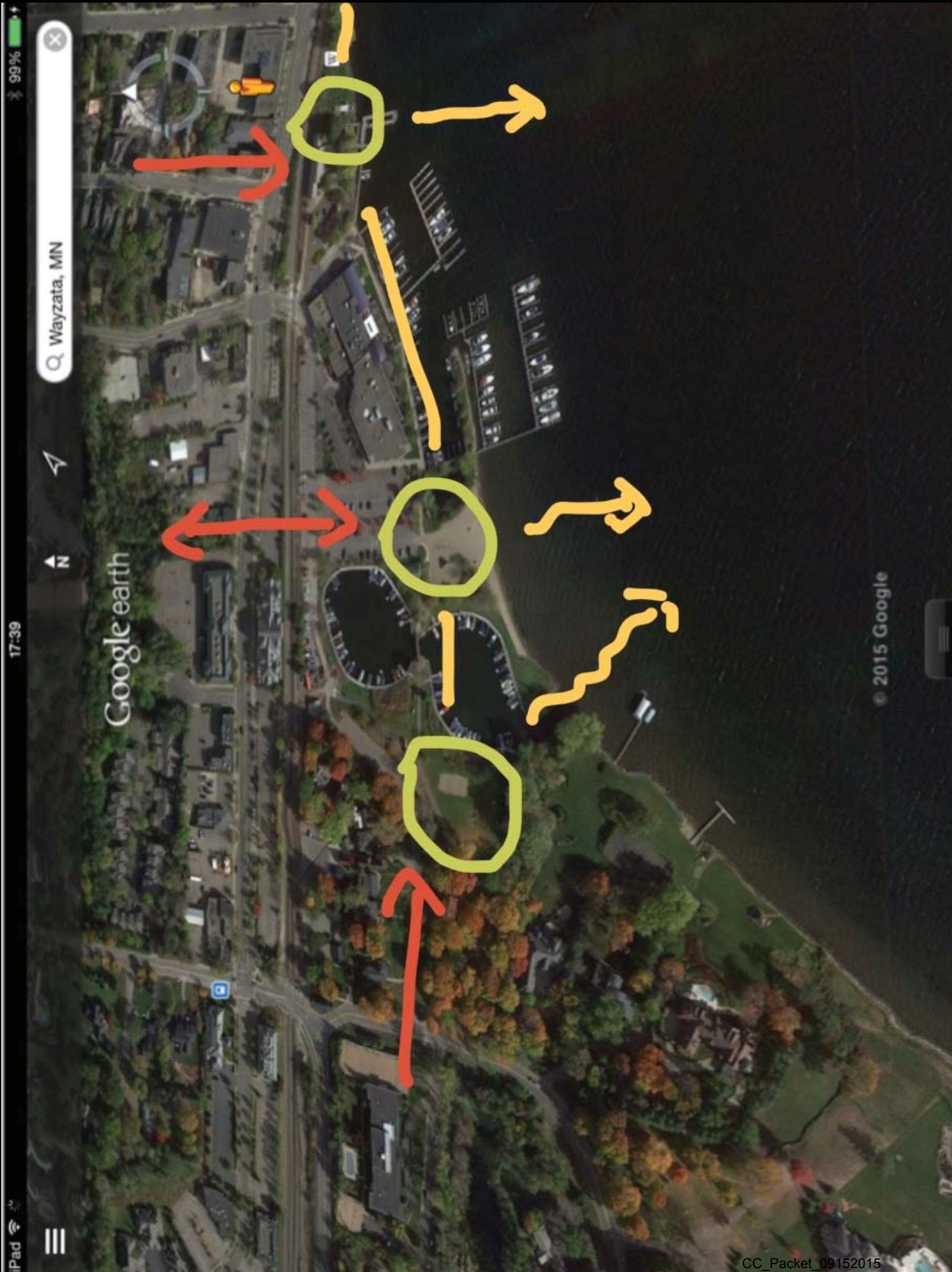


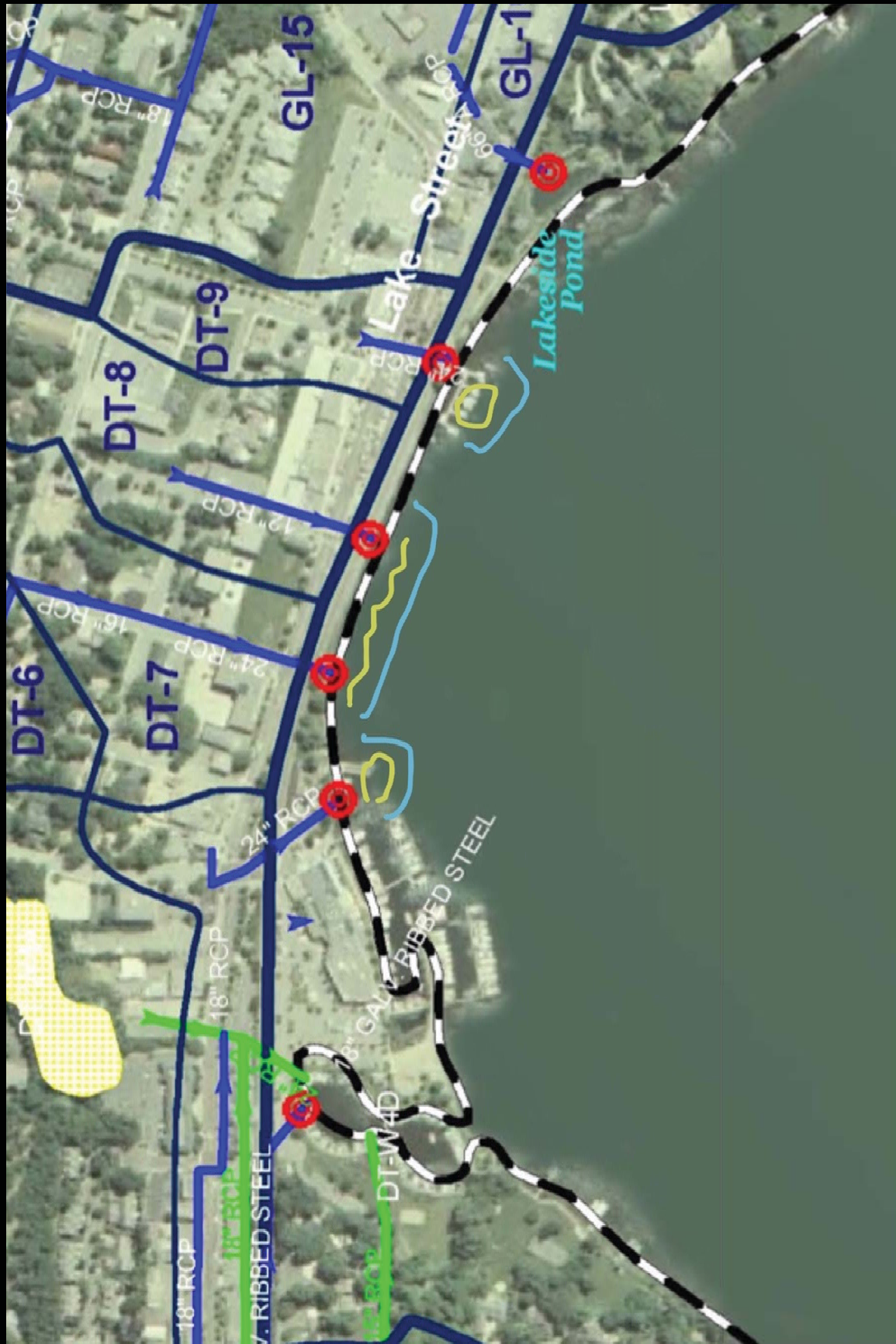


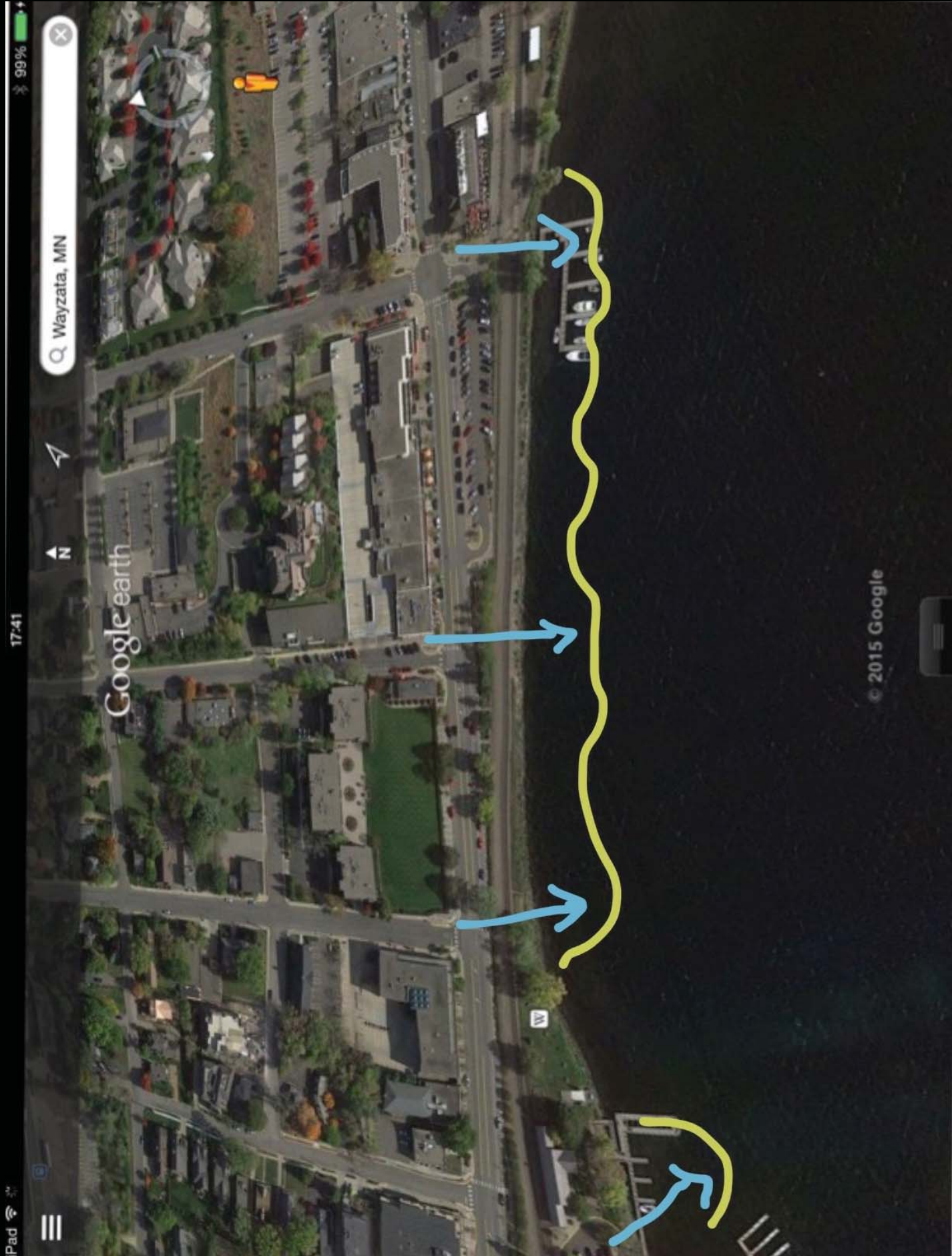


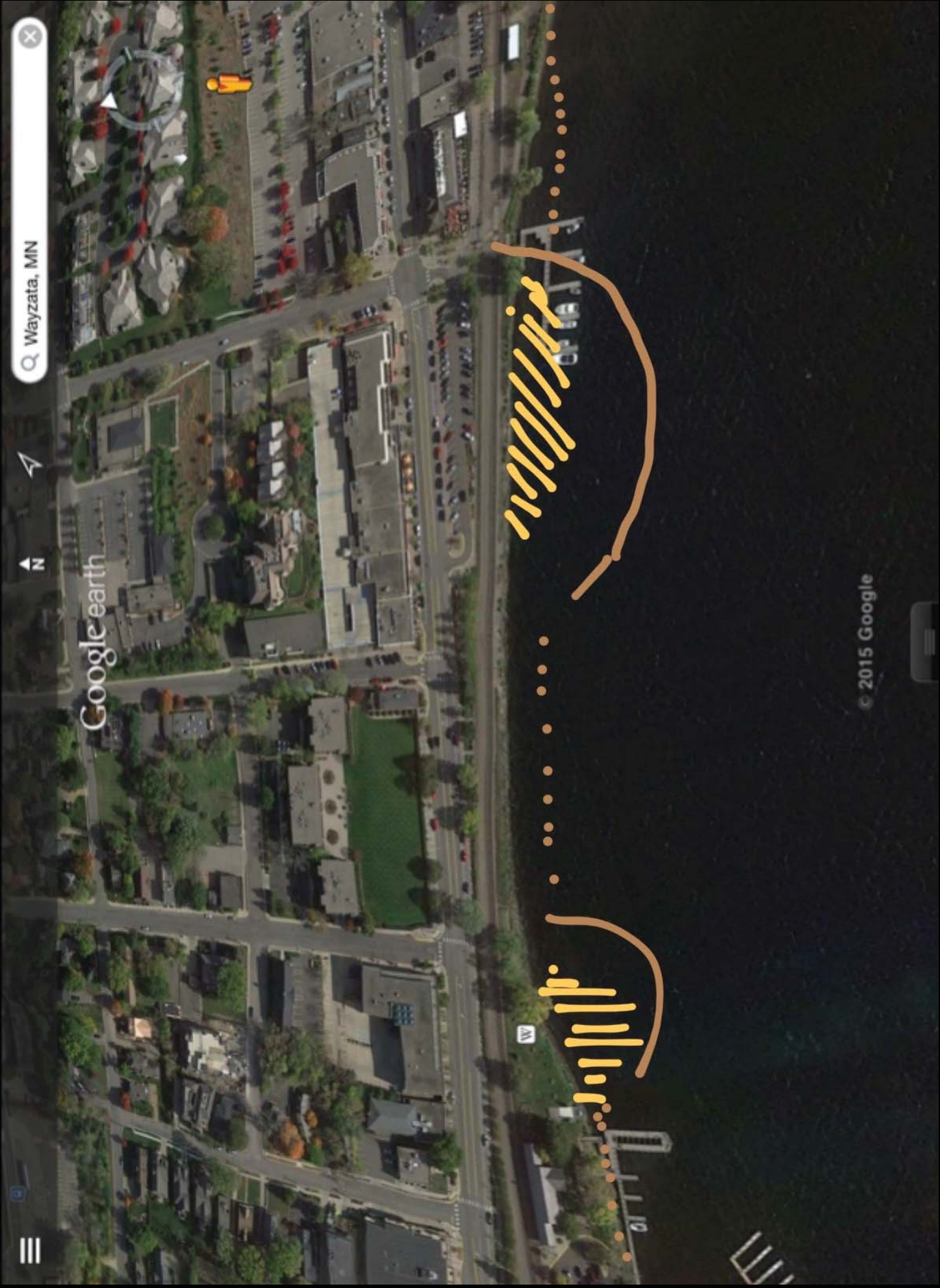


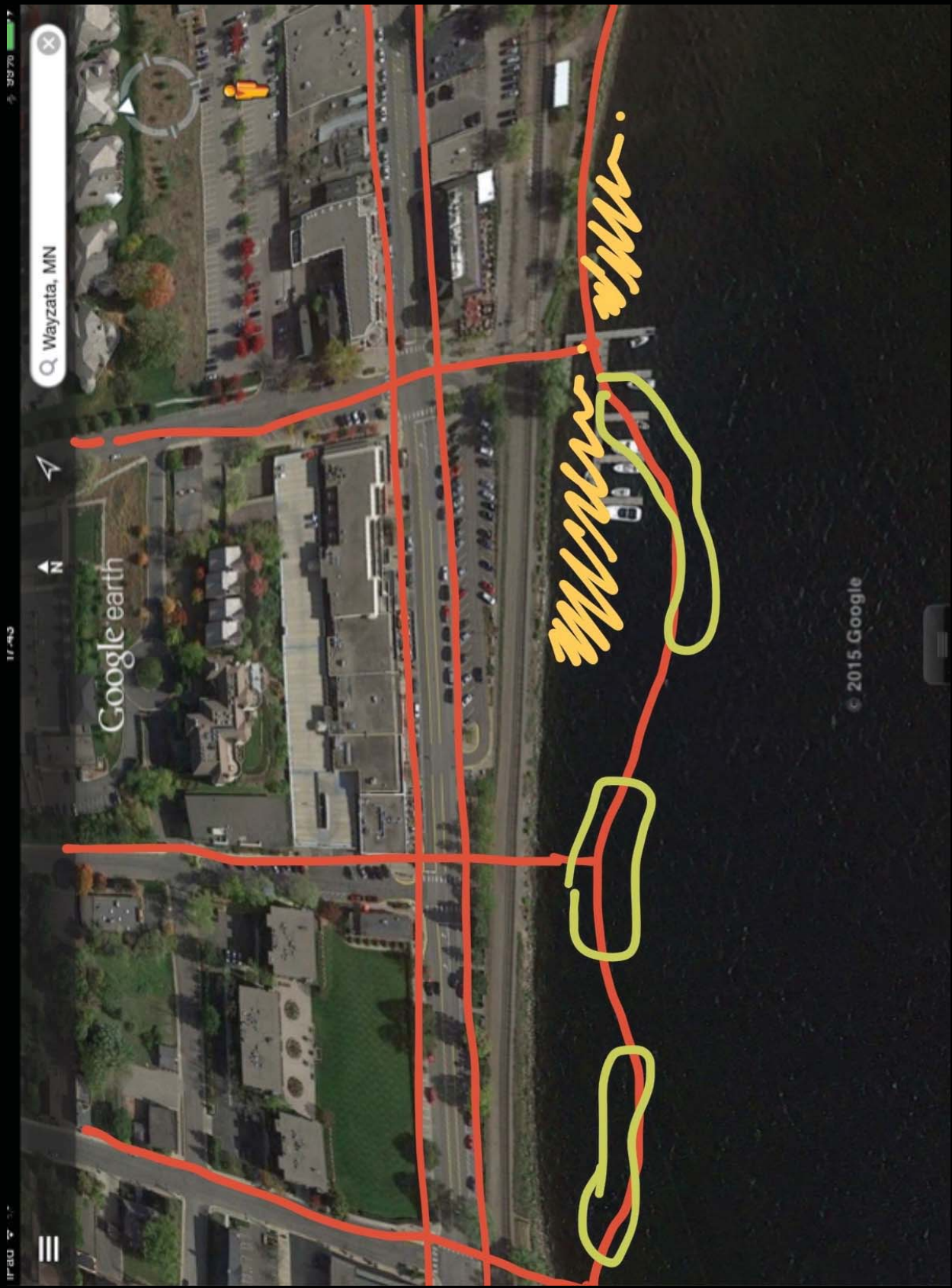






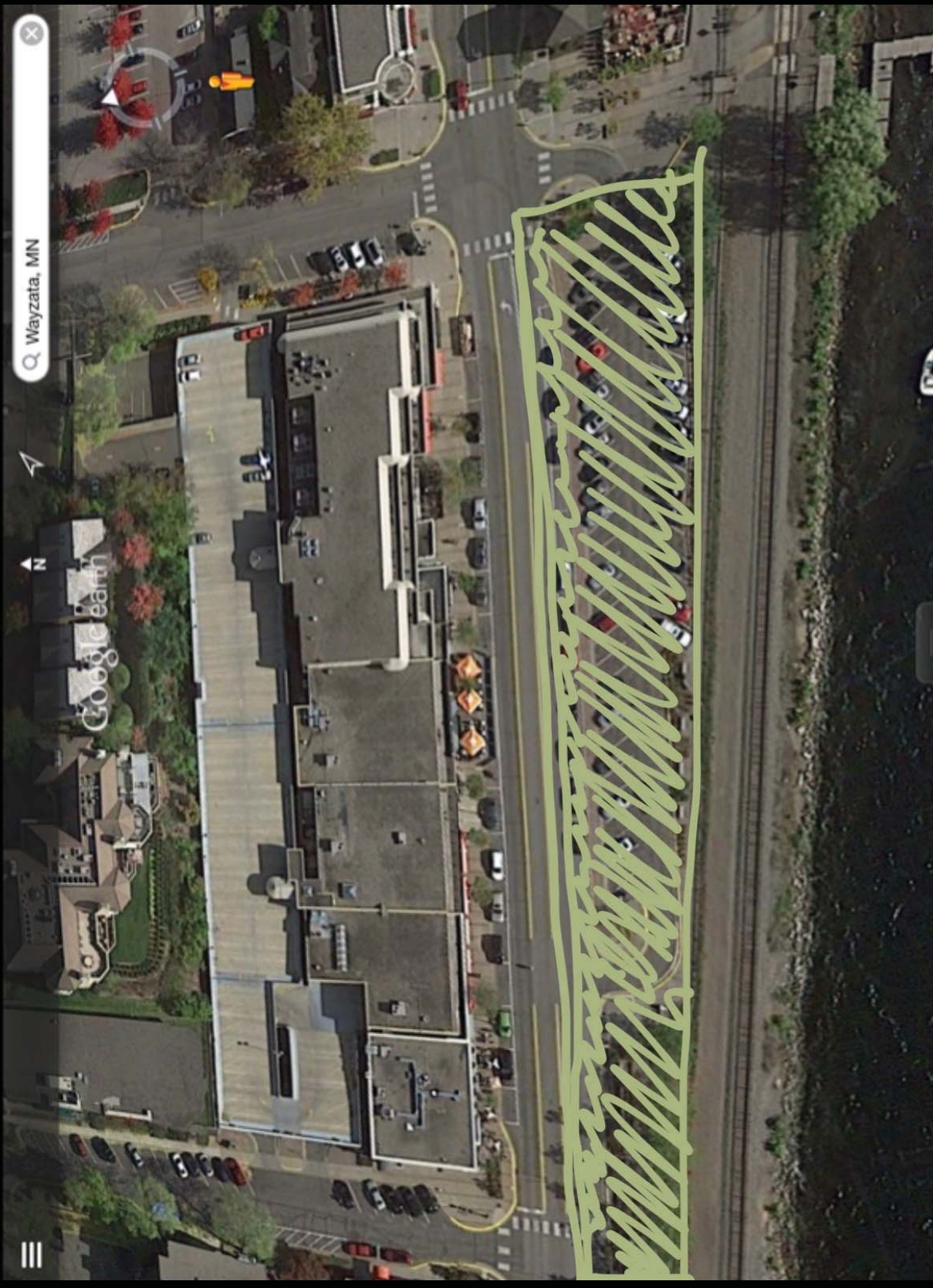






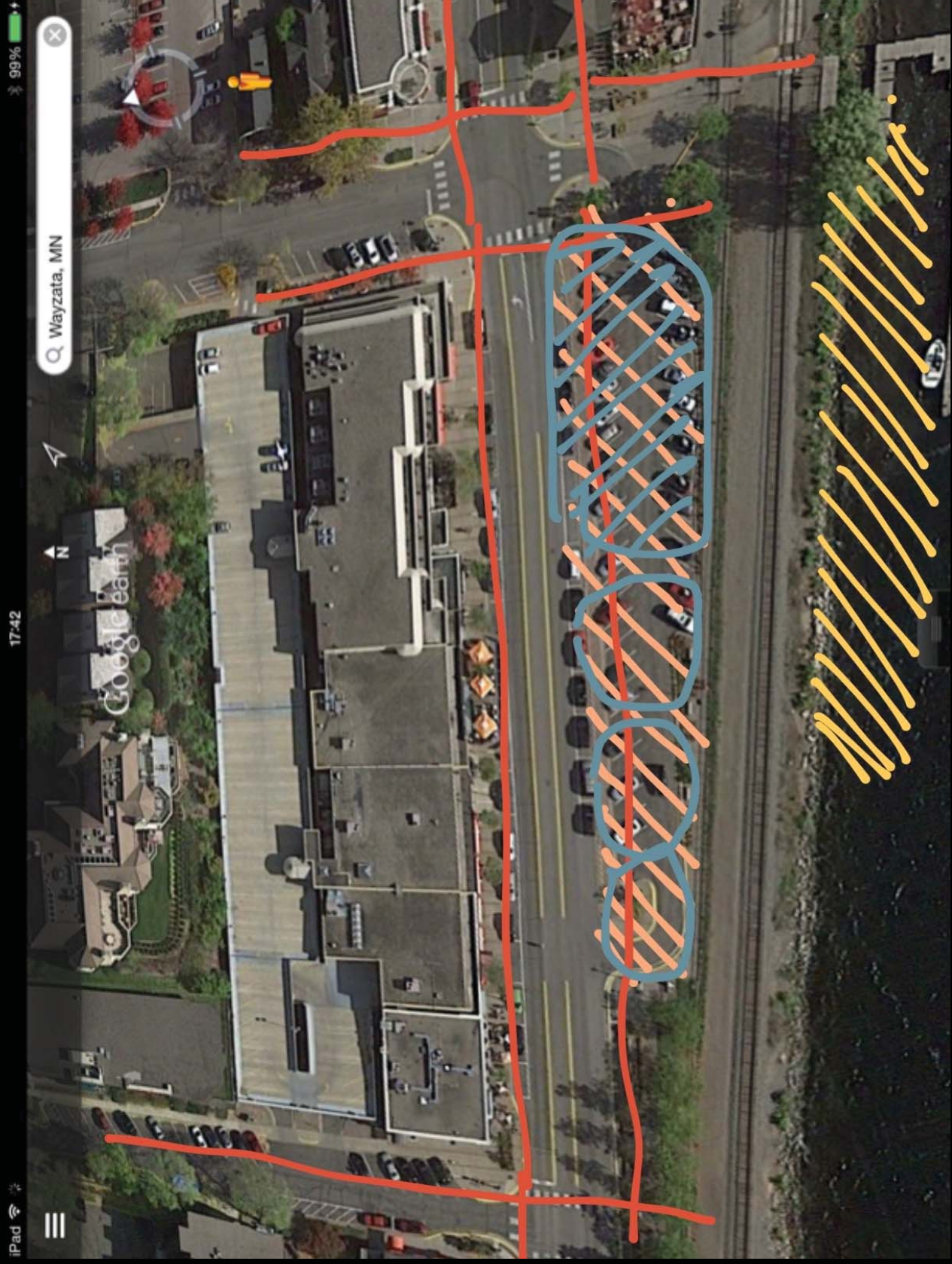
Mr. Mr. Mr.

IPAD 17:43 3970



Wayzata, MN

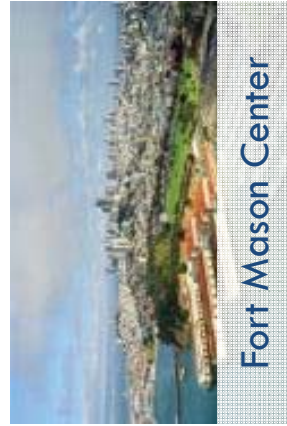






We are real estate and economic development consultants with expertise in the economics of open space.

Planning



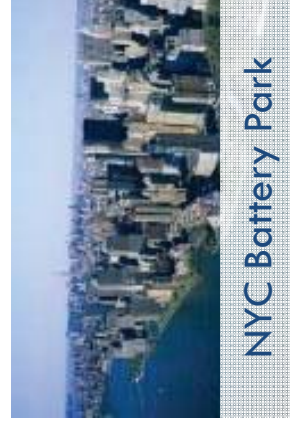
Design & Construction



Phased Implementation



Complete

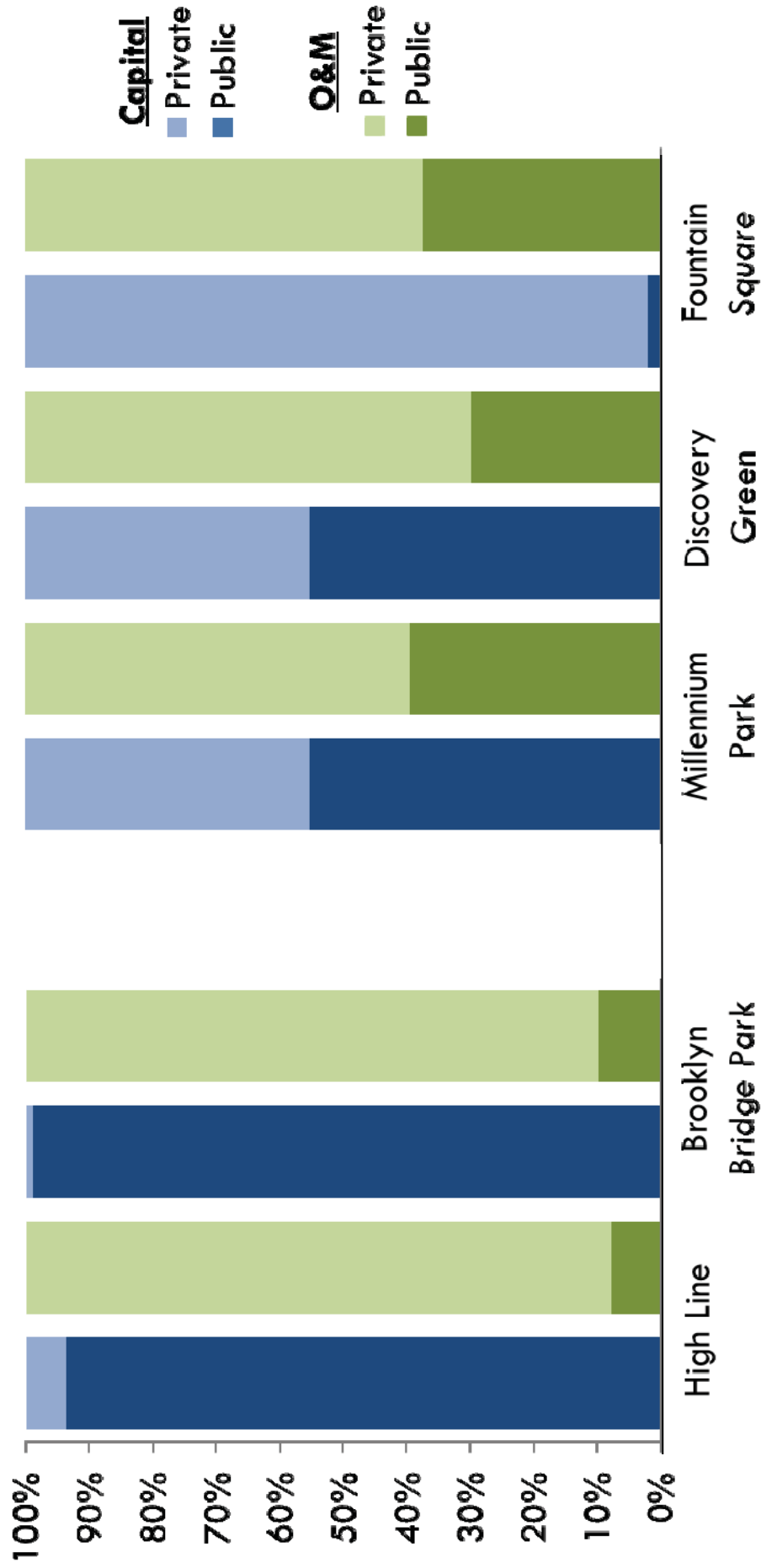


Parks depend upon a spectrum of opportunities to leverage value for funding.



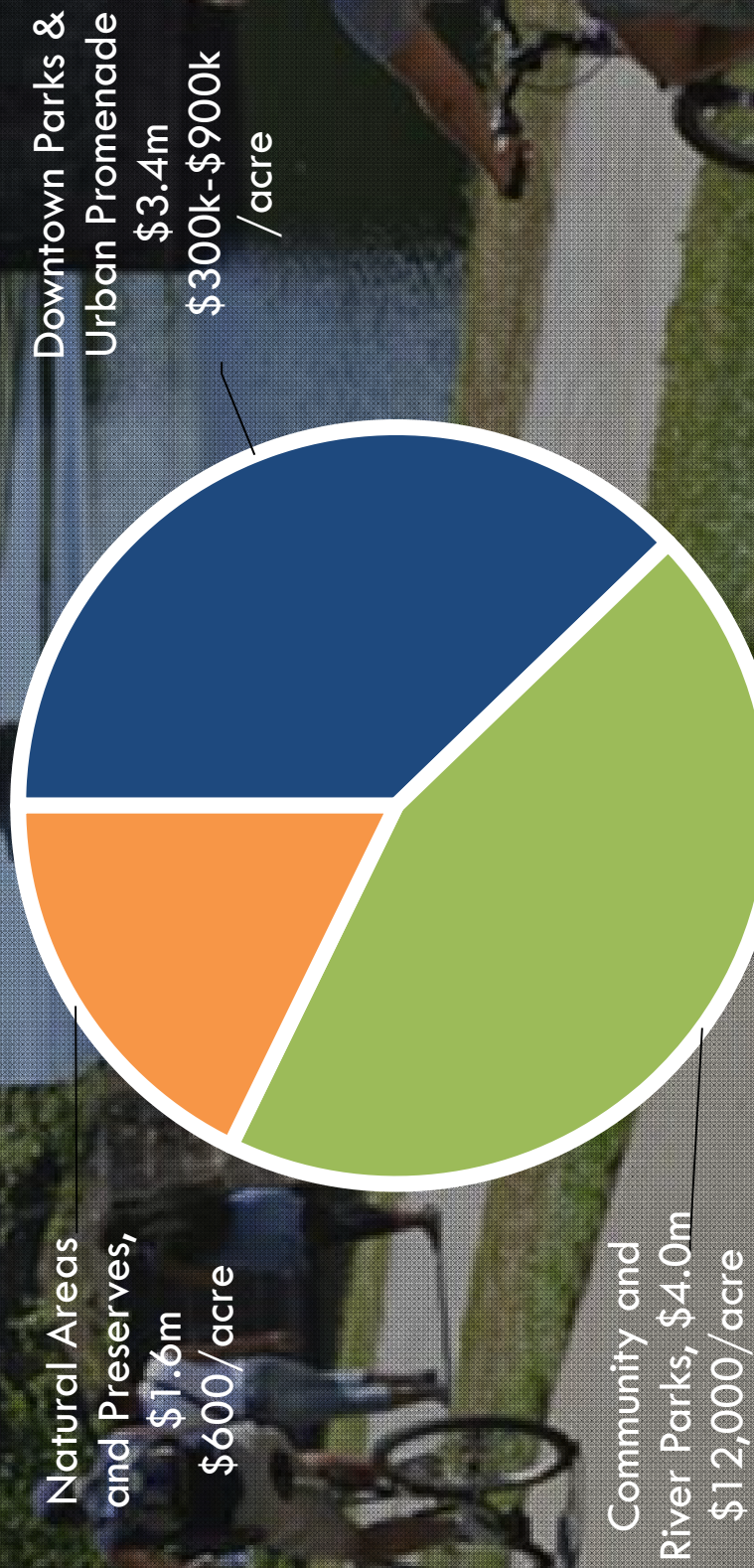
Urban parks have different approaches to crafting revenue strategies.

Public-Private Funding Partnership



Developing A shared understanding of mission | Great River Passage Master Plan Development and Implementation Strategy

Order of Magnitude Annual Operating Budget by Park Type

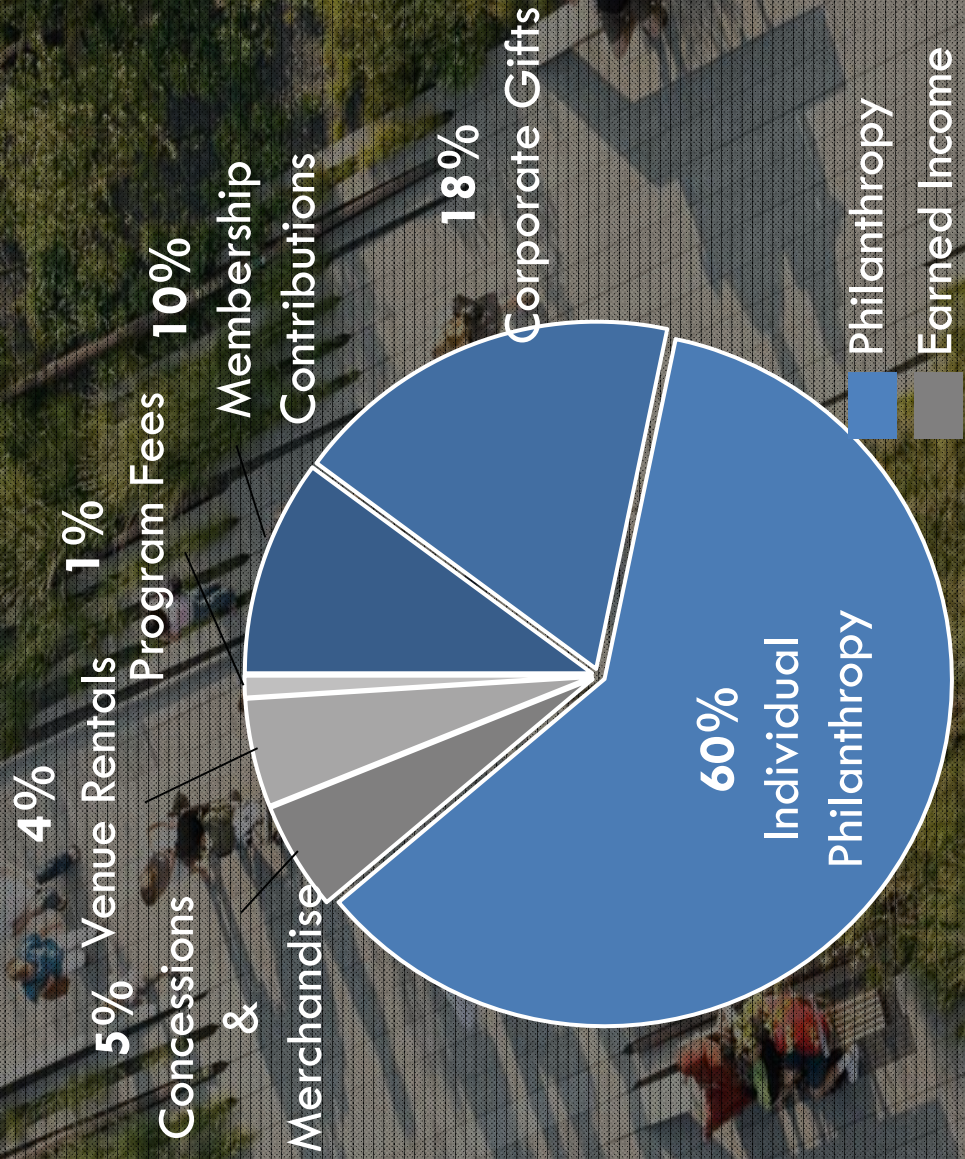


A base of public funding | Waterfront Toronto



Significant contributed income | The High Line

The High Line Operations Funding by Source

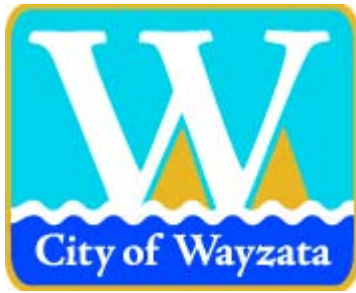


Earned Income | Shelby Farms value engineering exercise



Real estate value capture | Development strategy for Brooklyn Bridge Park





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

Mayor:
Ken Willcox
City Council:
Jack Amdal
Bridget Anderson
Andrew Mullin
Tom Tanner
City Manager:
Heidi Nelson

MEMORANDUM

DATE: September 9, 2015

TO: Mayor Willcox and Councilmembers
HRA Representatives to Downtown Parking Project (Wothe/Petit)

FROM: Heidi Nelson, City Manager

RE: Review DRAFT Report on Downtown Parking Project

Attached please find a powerpoint presentation that summarizes open items in the draft Report for the Downtown Parking Project (draft report also attached). As Council will recall, the Downtown Parking Project included six key tasks, as follows:

- Plan of Finance
- Parking District, Ordinance and Management Tools
- Pilot Projects
- Options for Renovation of Carisch Ramp
- Mill Street Ramp Programming and Pre-Design
- Wayfinding and Real-Time Signage

The goal of this evening's discussion is to review the open items and get direction with regard to the programming and pre-design decisions for the Mill Street Ramp, feedback on the plan of finance and wayfinding/signage plans. At the October 6th council meeting, staff will be providing a report to the Council regarding this summer's pilot projects as well as bringing back the draft of the Downtown Parking Project Report for Council review, based on feedback received this evening.

Within the presentation, two options have been provided for the Mill Street Ramp for Council consideration, which include a grade + one level ramp with no commercial corner and a grade + two level ramp with a commercial corner. Both options include the flexible street concept for Mill Street. From an urban planning and city staff perspective, I encourage the Council to take a long-term view of this capital investment to ensure that the ramp provides enough capacity and flexibility to accommodate potential Lake Effect improvements as well as modest redevelopment and/or change of use within the phase one parking district area. Staff's recommendation is that the Council consider the grade + two level ramp with the flexibility for the commercial corner.

Staff will present the attached information during the meeting and ask for Council direction to assist in finalizing the report.



Wayzata City Council

Downtown Parking Project Update

September 15, 2015

AGENDA

- 1. Review August 5 Direction from City Council (Final Programming)**
 - **Option 1 – Grade Plus 1 Structured Level**
 - **Option 2 – Grade Plus 2 Structured Levels and Commercial Building**
 - **Mill Street as a “Flexible Street” w/ Parking**
 - **Handicap Parking Locations**
 - **Wayfinding Signage Options**
- 2. Draft Plan of Finance**
- 3. Procurement Options**
- 4. Revised Project Schedules**
- 5. Next Steps**



Final Programming – Parking Ramp

- Grade plus One or Two Supported Levels
 - Option One : Grade Plus One Level – 328 (146 net) cars
 - Option Two: Grade Plus Two Supported Levels and 8,000 SF of Commercial Development: 447 (265 net) cars
- Enclosed Stair Tower with Elevator on West Side
- Enclosed Stair Tower on East Side
- Broadway Car Access to 2nd Level
- Bicycle Center in West Stair Tower
- Rest Rooms in West Stair Tower
- Valet Center in West Stair Tower
- Consolidated Trash & Recycle Center at mid-ramp location
- Enlarged footings & Foundations for future expansion (Option 1 only)
- Exterior Finishes to “Storefront Façade” image on South, East and optional West sides (exclude West side with Option Two above)



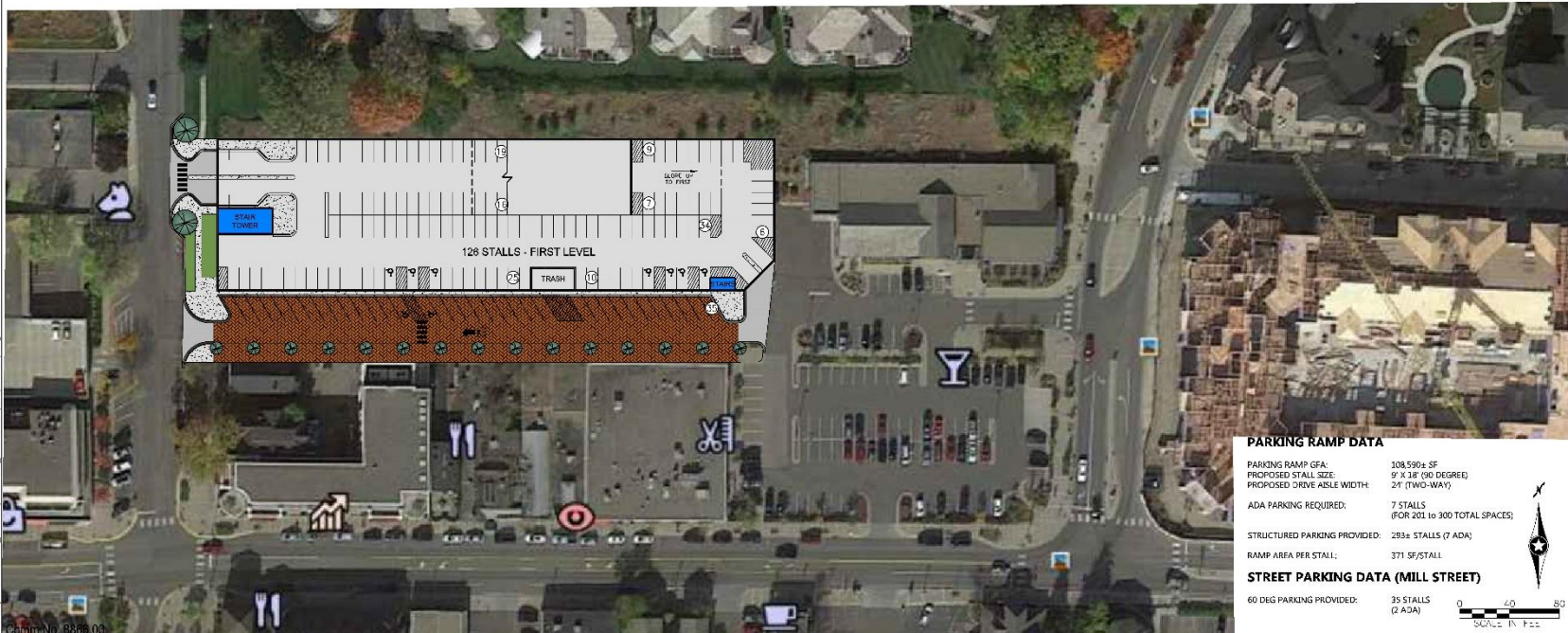
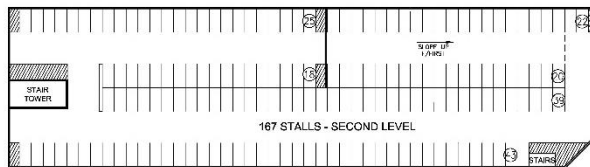
Option One – Two Level Ramp

Parking Total (Net)

328 (146)

Estimated Total Project Costs

\$7,020,000

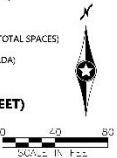


PARKING RAMP DATA

PARKING RAMP GFA: 308,590+ SF
 PROPOSED STALL SIZE: 9' X 18' (90 DEGREE)
 PROPOSED DRIVE AISLE WIDTH: 24' (TWO-WAY)
 ADA PARKING REQUIRED: 7 STALLS
 (FOR 201 TO 300 TOTAL SPACES)
 STRUCTURED PARKING PROVIDED: 283+ STALLS (7 ADA)
 RAMP AREA PER STALL: 371 SF/STALL

STREET PARKING DATA (MILL STREET)

60 DEG PARKING PROVIDED: 35 STALLS
 (2 ADA)



H:\Projects\0000000000\0000000000\GMA Concept E (Revised).dwg - Exhibit

Comm No. 8866-03



ENGINEERS
 PLANNERS
 DESIGNERS

Wayzata Parking Options
 Wayzata, Minnesota

Site Concept E (Revised)
 CC_Packet_09152015
 Page 224 of 248
 09/09/15



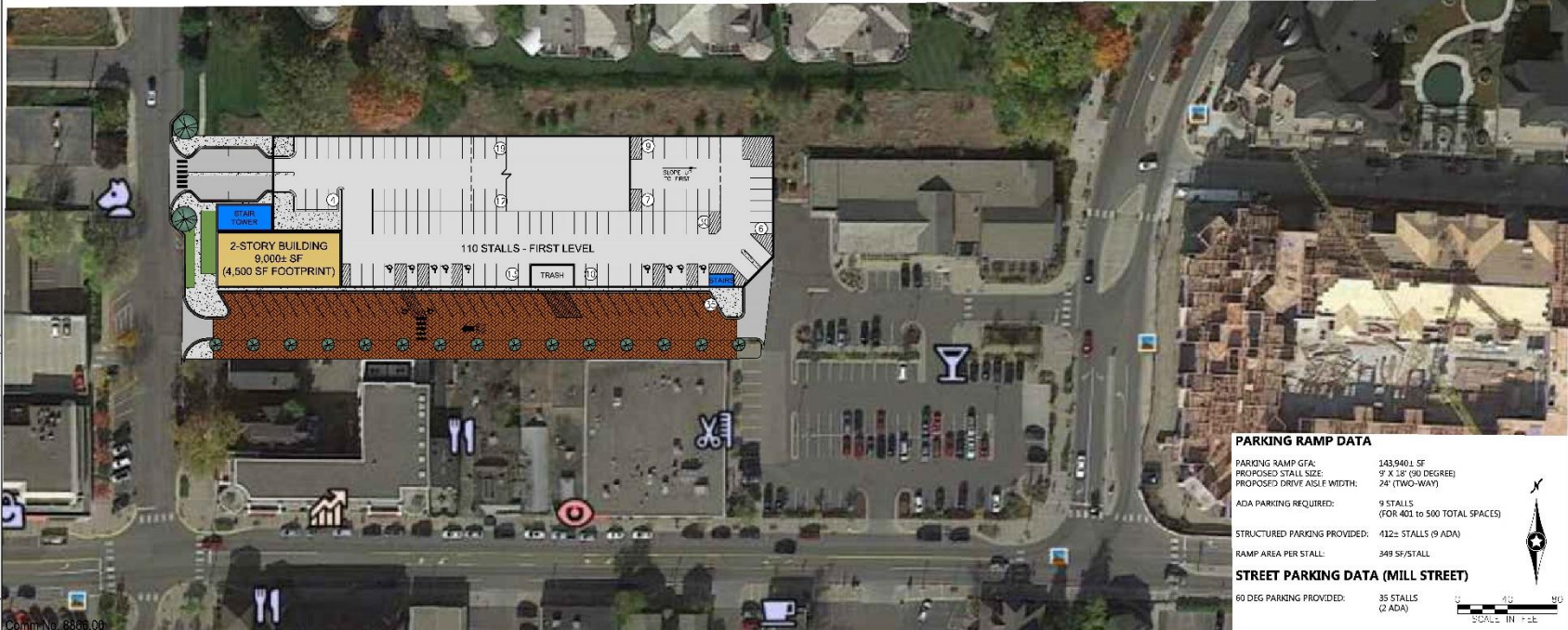
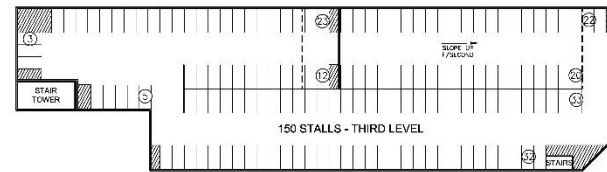
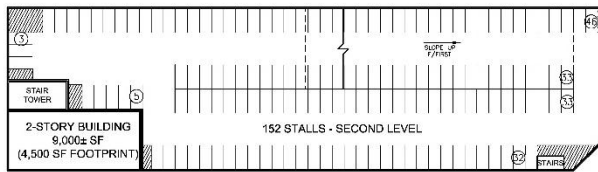
Option Two – Three Level Deck & 9,000 SF Development

Parking Total (Net)

447stalls (265)

Estimated Total Project Costs

\$9,720,000



ENGINEERS
PLANNERS
DESIGNERS

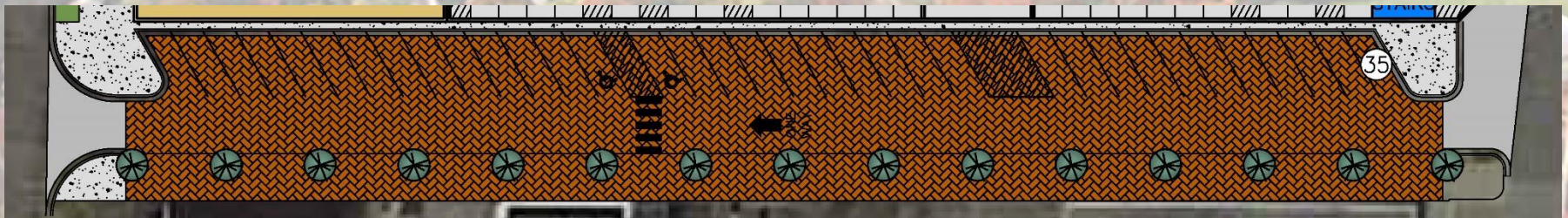
Wayzata Parking Options
Wayzata, Minnesota

Site Concept A (Revised)
Page 225 of 546
09/09/15



Mill Street as “Flexible Street”

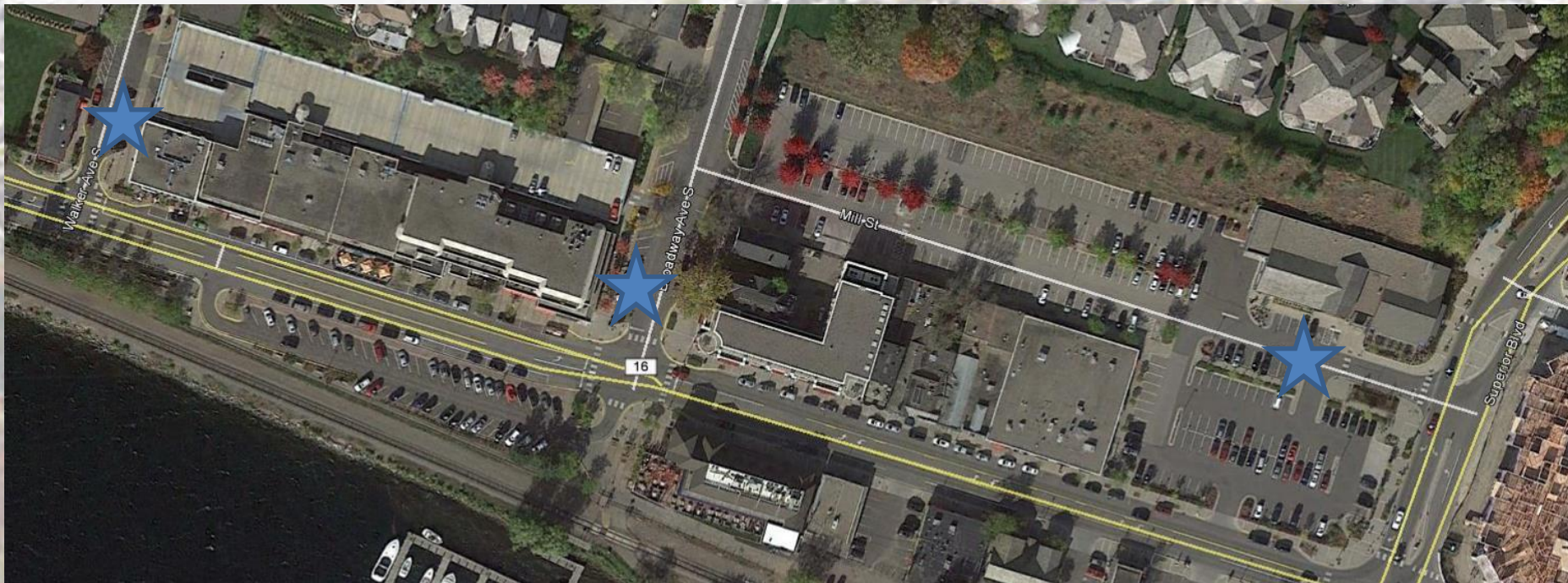
- 53' Wide Pedestrian Pavement Area
 - Dedicated 15' pedestrian walkway
 - Pedestrian Lighting, Benches, Bike Racks, and Landscaping
 - Single One-Way Drive Lane (westbound) – 18' Wide
 - 60-Degree Angled Parking for 35 Parking Spaces (inc. 2 handicap stalls)
 - Pedestrian Access to Ramp at Two Locations
 - Access to Dedicated Waste/Recycling Center in Ramp
 - Curb Return Protection for Easy Close-off for Activities





Handicap Parking Options

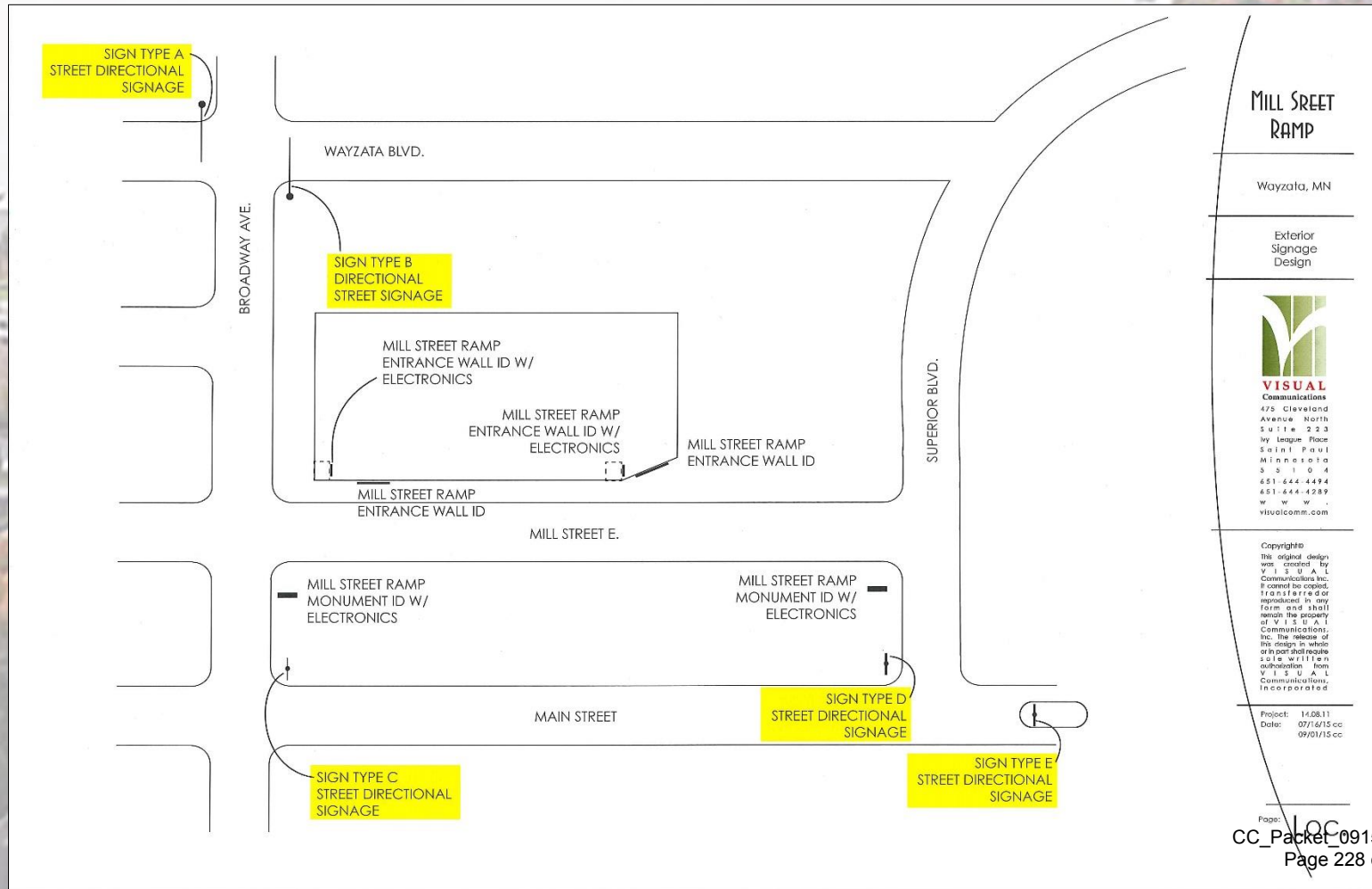
- Add 3 Locations with Two Stalls Each = 6 New HC Stalls
- Schedule: Summer/Fall 2015





Wayfinding Signage Options

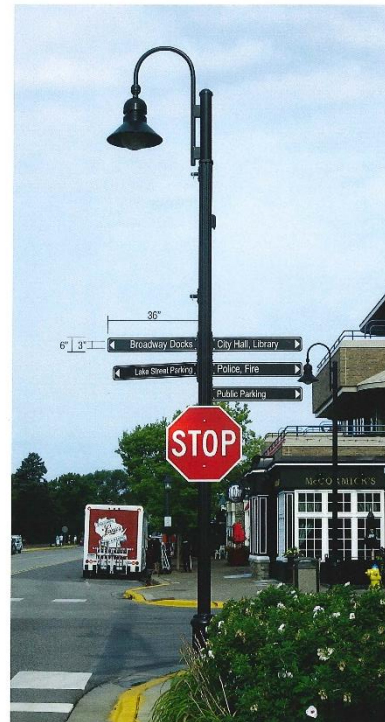
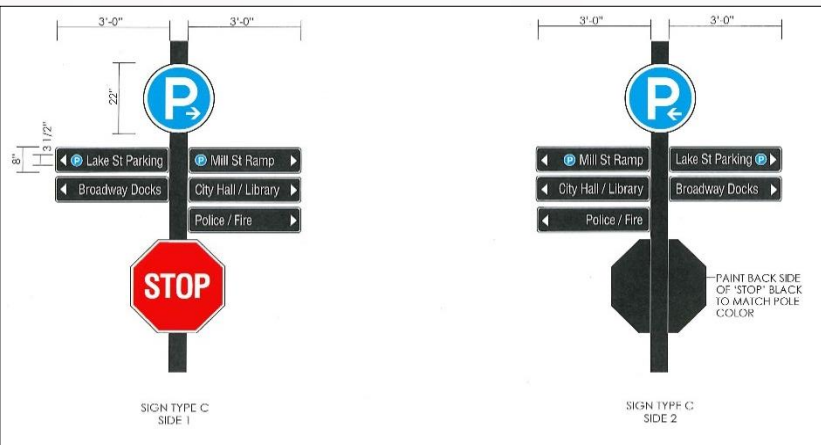
City Street Signage – Proposed Locations



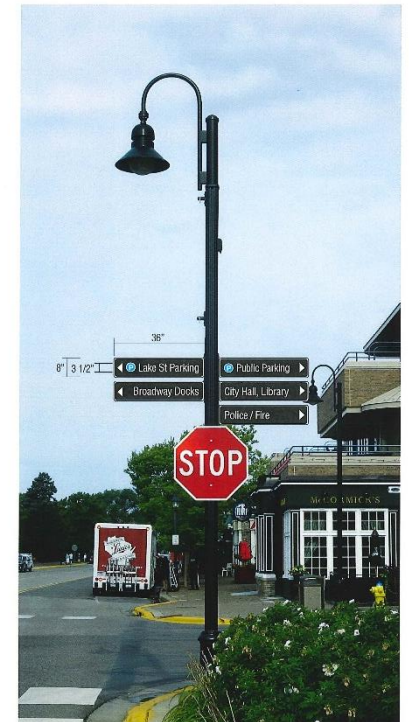


Wayfinding Signage Options

City Street Directional Signage – Proposed Style



EXISTING / MAIN STREET EASTBOUND @
BROADWAY AVE INTERSECTION

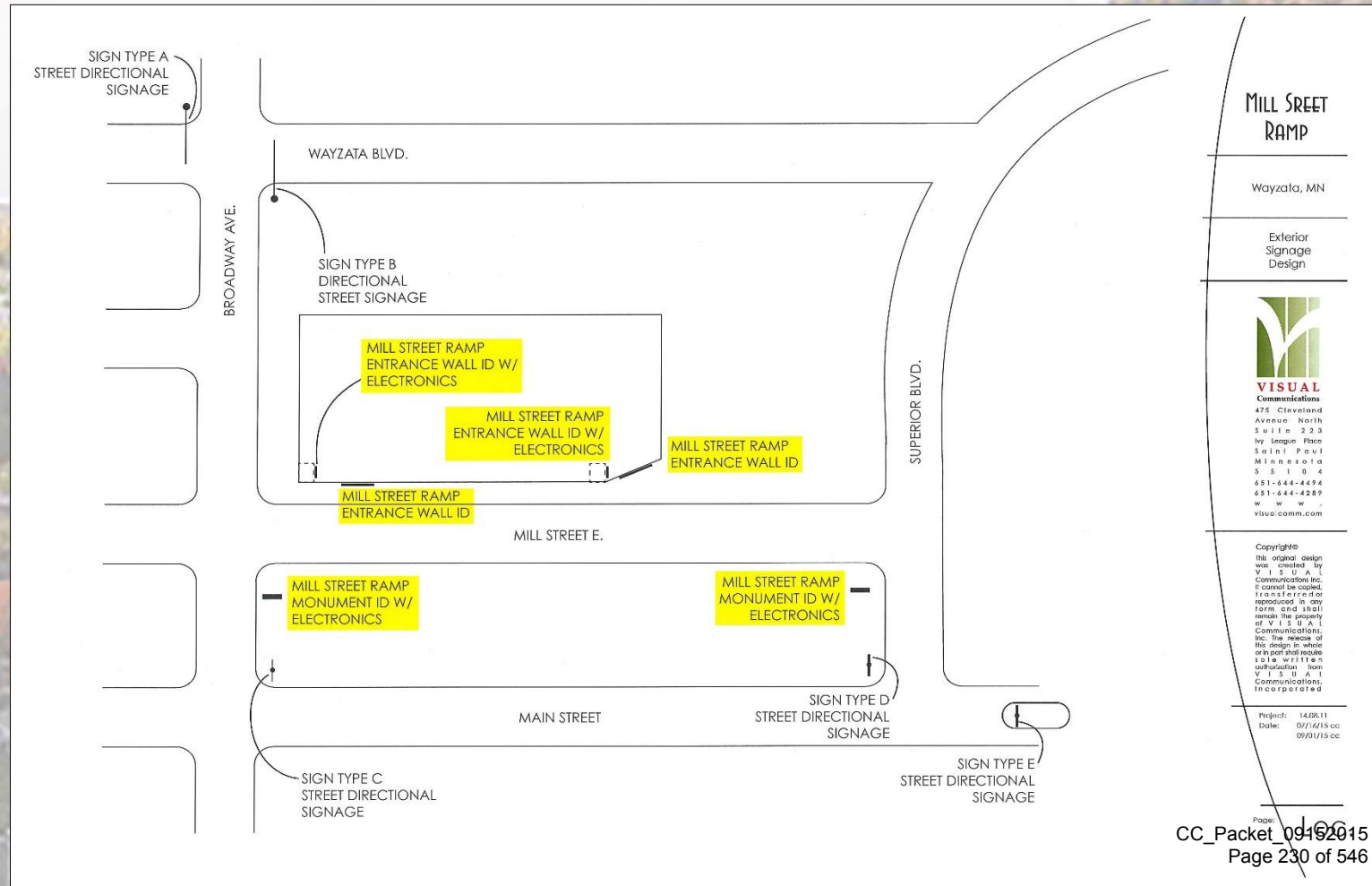


EXISTING / MAIN STREET EASTBOUND @
BROADWAY AVE INTERSECTION



Wayfinding Signage Options

■ Mill Street Ramp Identification Signage – Proposed Locations





Wayfinding Signage Options

■ Mill Street Ramp Identification Signage – Proposed Options





Preliminary Plan of Finance

Option	Project Costs	2015 TIF Admin From Wayzata Bay Center Redevelopment (5%)			TOTAL	Bond Amount	Bond Term	Annual P & I	2018 Annual TIF Admin From Wayzata Bay Center	Net Annual Funds Over/(Under)
		Cash on Hand								
1	\$ 7,020,000	\$ 1,500,000	\$ 50,000	\$ 1,550,000	\$ 5,595,000	15	\$ 456,223		\$ 527,465	\$ 71,241
										\$ 149,292
2	\$ 9,720,000	\$ 1,500,000	\$ 50,000	\$ 1,550,000	\$ 8,335,000	15	\$ 679,748		\$ 527,465	\$ (152,283)
										\$ (35,763)

Option 1: TIF 5 will pay 100% and the City will have funds remaining.

Option 2: Continue to pursue Widsten TIF amendment in 2016 Legislative Session to be used in the first 5 years (nearly \$500,000/year in TIF) to negate any shortfalls



Procurement Discussion

1. Review Procurement Options
 - Traditional design-bid-build (DBB)
 - Agent Construction Manager (ACM)
 - Construction Manager at Risk (CMAR)
 - Design-Build (DB)
 - Public Private Partnership (P3)
2. Basic Matrix of Values



Procurement Definitions

- 1. Design/Bid/Build (D/B/B)**
 - City issues RFQ for A/E firm to prepare 100% bid document
 - City issues RFP for a General Contractor to build the project
 - City manages both A/E and Construction contracts
- 2. Agent Construction Manager (ACM) – Works for Fixed Fee – all risk with City**
 - City issues RFQ or simply engages ACM
 - ACM prepares and City issues RFQ for A/E Services
 - ACM Bids Final Construction Packages and Builds
 - City manages ACM, sub-contractor and A/E Contract
- 3. Construction Manager At Risk (CMAR)**
 - City issues RFQ for Agent CMAR or ACM
 - CMAR and City issue RFQ/P for A/E Services
 - CMAR bids and provides Guaranteed Maximum Price to City
 - City manages separate Contracts for A/E and Construction Manager (not sub-contracts)
- 4. Design/Build or Construction Manager/Design Team (D/B)**
 - City completes 30% design plans and issues RFQ for D/B Contractor
 - City selects Design-Builder Team and Approved GMP
 - City manages a single D/B Contract and Inspects Work for Approval and Payment
- 5. Design/Build/Operate/Maintain (DBOM)**
 - same as D/B except: City negotiates an Operations and Maintenance Agreement at the time of the GMP
- 6. Public Private Partnership (PPP)**
 - City negotiates directly with Beltz or other Developer for complete project
 - City works with PPP team during final design and construction
 - City does not directly manage an A/E Contract or a Construction Contract but retains review and approval over all.



Procurement Matrix

City of Wayzata													
							</						



Schedule (A/E and CM)

CC Authorizes RFP for A/E & CM	October 2015
CC Approves A/E & CM Contract	November 2015
Coordinate Design with Lake Effect Team/ Public Open Houses	Nov. thru Jan. 2016
CC Review/Approve Schematic Design	February 2016
Site Plan Submittal to PC	February 2016
Public Hearings	April 2016
CC/PC Approves Site Plan/Order Final Plans	May 2016
Final Plans & Estimate Complete	August 2016
CC Approves Final Design, Budget & Bidding	August 2016
Start Ramp Construction	October 2016
Complete Construction	June 2017



Schedule (Public Private Partnership)

CC Authorizes Preparation of Term Sheet for PPP	October 2015
CC Reviews & Approves Term Sheet	November 2015
P3 Partner approves Term Sheet	November 2015
P3 Engages A/E Team and Coordinates with Lake Effect/ Public Engagement	Nov. thru Jan 2016
CC Review/Approve Schematic Design	February 2016
Site Plan Submittal to PC	February 2016
Public Hearings	April 2016
CC/PC Approves Site Plan & P3 Dev. Ag.	May 2016
CC Approves Final Plans for Ramp	August 2016
Start Ramp Construction	October 2016
Complete Construction	June 2017



Final Steps

Select Preferred Parking Ramp Option

Finalize Plan of Finance based on Approved Option

Finalize Procurement Approach (DRAFT Term Sheet for PPP)

Finalize Report

Wayzata Downtown Parking Project

Draft

City of Wayzata



September 7, 2015

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Introduction

The City of Wayzata performed a Parking Study in 2014 for a large area between Ferndale Road and the Presbyterian Homes Development, and between Wayzata Boulevard and Lake Street. The results of this study found a wide range between a surplus and a deficit of parking spaces in the 37 zones. Figure 1 shows the boundary of the 2014 Parking Study area.

Figure 1. 2014 Parking Study Area



The City determined that they needed to focus on the Downtown/Central Business District to identify:

- Need for Mill Street Parking Ramp,
- Means for managing city controlled parking between multiple parcels and better utilize what exists,
- Consolidation of Operations & Maintenance (O&M), and
- Capital and O&M cost allocations.

The City approved Planning and Owner's Representative services to perform a Downtown Parking Update. The update is divided in six separate projects:

Phase One:

1. Plan of Finance
2. Parking District; Ordinance and Management Tools
3. Pilot Projects
4. Options for Renovation of Carisch Ramp

After the completion of Projects 1 through 4, the City Council reviewed the findings and authorized proceeding with Projects 5 and 6.

Phase Two:

1. New Mill Street Parking Ramp
2. Wayfinding and Real Time Signage

Project 1: Plan of Finance

The Plan of Finance is made up of the following tasks:

- Verify the city's current funding sources and obligations
 - Identify new funding opportunities
 - New TIF District
 - TIF Pooling
 - Ground Lease/Sale/Development Revenue Options for
 - Commercial development within and adjacent to the proposed Mill Street Ramp
 - Commercial development at the corner of Superior and Lake St. currently owned by the City
 - 429 Special Assessments
 - Bonding
 - Grants
- Negotiate with private partners to define their participation:
- Carisch Ramp negotiations to extend public use and agree on proposed improvements financing
- Presbyterian Homes negotiations to discuss (1) public parking benefits, (2) inclusion in Parking District, (3) other city benefits that could result from site plan and TIF negotiations and (4) right of first refusal for city owned Superior/Lake parcel.

Recommendations/Next Steps

To be completed after September 15, 2015 City Council meeting after receiving direction on procurement options.

Project 2: Parking District; Ordinance and Management Tools

Project 2; Parking District, Ordinance and Management Tools is made up of the following tasks:

- Define a Parking District boundary,
- Review of the City's parking regulations and case studies,
- Draft revisions to parking regulations, including shared parking standards, and
- Identify management tools

The potential outcomes of this project include:

- Revised parking ratios and/or shared parking calculations,
- Parking District with parking space allocation,
- Parking space allocation formula,
- Capital, operations and maintenance cost assignments,
- Valet and employee parking regulations,
- Mobility options, and
- Improved wayfinding.

Wayzata Parking District Boundary

A Phase 1 Mobility Management District boundary was defined that focuses on the Downtown/CBD where there is a:

- Concentrated area of parking under City control,
- Development demand,
- Parking deficit (under current City Code)
- Walkable area (average distance from .2 to .4 miles)

The Phase 1 Mobility Management District boundary includes Office, Retail, Restaurant and Civic uses. It excludes housing areas. This boundary was used as the focus of revised parking ratios and/or shared parking calculations, parking space allocation, parking space allocation formula, capital, operations and maintenance cost assignments, valet and employee parking regulations, mobility options, and improved wayfinding.

Figure 2. Phase 1 Mobility Management District



A Phase 2 Boundary was created for future expansion of the Mobility Management District. The Phase 2 Mobility Management District expands to the west where there is future development potential and additional city controlled parking. Figure 3 provides a graphic of the Phase 2 Parking District Boundary.

Figure 3. Phase 2 Mobility Management District



Best Practices

Research was performed on best practices for parking standards and parking management. In general, the current trend in Parking Best Practices and Management is to support transit oriented and pedestrian friendly areas, help make infill development viable and create more walkable, livable communities.

Providing the appropriate supply of parking can be achieved through reduced parking requirements, shared parking, promoting alternative modes of travel, management of parking, a park once vision, and establishing a Parking/Mobility District with benefits. Sharing parking among different users can result in overall reductions in the amount of motor vehicle parking required. Shared parking is encouraged as a means of conserving scarce land resources, reducing stormwater runoff, reducing the heat island effect caused by large pave areas and improving community appearance.

A Parking/Mobility District can provide planning and coordination between on-street and off-street public parking, a process for shared parking between uses, payment in-lieu of providing parking option, monitoring and enforcement, and supportive measures, such as wayfinding, drop-off locations (valet/employee parking potential), shuttle, bike parking and structured parking. The goal of these practices is to create flexibility to meet market demands while minimizing impacts on residents, visitors and businesses. Updated parking practices can also provide an environment that supports creative parking plans as part of development/redevelopment. Details on potential Parking/Mobility District practices are provided under Management Tools section of this report. Attachment #1 provides a summary of the case studies.

Parking Ratio Case Studies

How the city regulates parking standards influences the determination of downtown parking supply or deficit. Parking regulations from other municipalities were reviewed to use as case studies from which to suggest revised parking requirements for the City of Wayzata. The focus of the case studies was on Parking Ratios and Shared Parking. For the purposes of this report, Parking Ratios are defined as the number of parking spaces required per square footage by type of use. For example, Wayzata requires four parking spaces per 1,000 square feet (net) for office uses. Shared Parking is defined as a parking space that can be used to serve two or more individual land uses without conflict or encroachment. Shared Parking requires the following conditions:

- Variations in the peak accumulation of parked vehicles as the result of different activity patterns of adjacent or nearby land uses (by hour, by day, by season), and
- Relationships among land use activities that result in people's attraction to two or more land uses on a single auto trip to a given area or development.

After completing reviews of several municipalities it was determined to use Edina, Minnesota, Downers Grove, Illinois and Institute of Transportation Engineers (ITE) Parking Generation as examples for Wayzata Parking Ratios.

Note: It was suggested to review parking requirements/conditions from areas such as Martha's Vineyard, Nantucket, Evanston, Illinois and Vail, Colorado. These areas were found to have a strong transit or shuttle systems used to reduce the demand on parking and provided good examples for potential pilot projects or future multi-modal improvements, but were not selected as examples for parking ratios or shared parking for the following parking scenarios.

Below are summaries of parking regulations for Wayzata and Edina, Minnesota; Downers Grove, Illinois; and ITE.

Wayzata's Current Parking Regulations

Section 20 (Off-Street Parking and Loading) and Section 9 (Design Review Standards) of the City Code were reviewed to understand current practices. The focus of this review was on parking requirements applicable to the Downtown/Central Business District (CBD) for Office, Retail, and Restaurant, shared or joint parking, and alternative ways developers can meet their parking obligations. The City Code requires that each structure developed in the City must provide a certain number of parking spaces. These specific requirements are set out in detail for each type of structure in City Code Section 801.20.15 and are generally calculated on the basis of occupancy or net square footage (the City Code allows reducing the gross square footage by 10% for a net square footage to be applied to the requirements). The current off-street parking and loading requirements for Office, Restaurant, and Retail are as follows:

- Office: 4 stalls per 1,000 square feet
- Restaurant: 25 stalls per 1,000 square feet
- Retail: 4 stalls per 1,000 square feet

Edina, Minnesota

Parking requirements under Planned Commercial District; Shopping Centers are used for the 50th and France area. The parking ratios for Office, Restaurant and Retail are as follows:

- Office: 5 stalls per 1,000 square feet
- Restaurant: 8.6 stalls per 1,000 square feet
- Retail: 5 stalls per 1,000 square feet

Downers Grove, Illinois

Downers Grove, Illinois amended their Zoning Ordinance in June 2014. The regulations of the parking code are intended to help ensure provision of off-street motor vehicle parking facilities, bicycle parking and other motorized and non-motorized transportation circulation facilities in

proportion to the generalized demands of different land uses. It is the intent to help avoid the negative impacts associated with spillover parking into adjacent areas, while at the same time avoiding the negative environmental and visual impacts that can result from unnecessarily large parking and vehicular use areas. The parking regulations are also intended to promote multi-modal transportation options and enhanced safety and convenience for non-motorized travel, and provide flexible methods of responding to the transportation and access demands of various land uses. The parking ratios for Office, Restaurant, and Retail are as follows:

- Office: 3 per 1,000 square feet
- Restaurant: 12.5 per 1,000 square feet
- Retail: 3.5 per 1,000 square feet

Institute of Transportation Engineers (ITE)

The ITE parking ratios for Office, Restaurant, and Retail are as follows:

- Office: 2.8 stalls per 1,000
- Restaurant: 17.3 stalls per 1,000
- Retail: 2.9 stalls per 1,000

Parking Scenarios

The following parking scenarios apply parking ratios from the selected case studies to the existing land uses within the Phase 1 Parking District Boundary. These parking calculations utilize existing land uses and quantities and do not include future development scenarios. Parking ratios for Office, Restaurant and Retail from Wayzata, Edina, Downers Grove and ITE were applied for each scenario. Since it is not foreseen to have government uses added to the Phase 1 Parking District and the City Hall/Library parking lot will not be changing, Wayzata's Government parking ratio of 5.2 stalls per 1,000 square feet was used for each scenario. The purpose of these scenarios is to provide an idea of the impact to parking supply/demand if reduced parking ratios are adopted by Wayzata.

Wayzata Current Ordinance

If the City's required parking requirements are applied to the office, restaurant and retail uses in the Phase 1 Parking District there is a deficit of 414 parking stalls. Figure 4 provides a summary of the parking requirements within the Phase 1 Parking District.

Figure 4. Wayzata Parking Requirements – Phase 1 Parking District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
Phase 1	OFFICE	83,370	SQ. FT.	4.0	333
Phase 1	RESTAURANT	35,136	SQ. FT.	22.3	784
Phase 1	RETAIL	178,601	SQ. FT.	4.0	714
Phase 1	GOVERNMENT	33,950	SQ.FT.	5.2	177
					2008
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-414

The downtown area is not operating as if there is an unmet parking demand of 414 stalls. A couple of factors can be contributed to this scenario 1) the city parking requirements are higher than are necessary, and 2) shared parking is already occurring in the downtown.

Edina, Minnesota

If Edina parking requirements are applied to the office, restaurant and retail uses in the Phase 1 Parking District there is a deficit of 393 parking stalls. Figure 5 provides a summary of the parking requirements within the Phase 1 Parking District with Edina's parking ratios.

Figure 5. Edina Parking Requirements applied to Phase 1 Parking District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
ALL	OFFICE	92,633	SQ. FT.	5.0	463
ALL	RESTAURANT	39,040	SQ. FT.	8.6	336
ALL	RETAIL	198,445	SQ. FT.	5.0	992
ALL	GOVERNMENT	37,722	SQ.FT.	5.2	196
					1987
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-393

Downers Grove, Illinois

If Downers Grove parking requirements are applied to the office, restaurant and retail uses in the Phase 1 Parking District there is a deficit of 63 parking stalls. Figure 6 provides a summary of the parking requirements within the Phase 1 Parking District with Downers Grove parking ratios.

Figure 6. Downers Grove Parking Requirements applied to Phase 1 Parking District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
ALL	OFFICE	92,633	SQ. FT.	3.0	278
ALL	RESTAURANT	39,040	SQ. FT.	12.5	488
ALL	RETAIL	198,445	SQ. FT.	3.5	695
ALL	GOVERNMENT	37,722	SQ.FT.	5.2	196
					1657
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-63

Institute of Transportation Engineers (ITE)

If ITE parking requirements are applied to the office, restaurant and retail uses in the Phase 1 Parking District there is a deficit of 112 parking stalls. Figure 7 provides a summary of the parking requirements within the Phase 1 Parking District with ITE parking ratios.

Figure 7. ITE Parking Requirements applied to Phase 1 Parking District

ZONE	PRIMARY LAND USES	QUANTITY	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
ALL	OFFICE	92,633	SQ. FT.	2.8	259
ALL	RESTAURANT	39,040	SQ. FT.	17.3	675
ALL	RETAIL	198,445	SQ. FT.	2.9	575
ALL	GOVERNMENT	37,722	SQ.FT.	5.2	196
					1706
Parking Supply					1594
On Street		180			
Off Street		1414			
SURPLUS/(DEFICIT)					-112

Parking Ratio Summary

When all of the scenarios are compared, Downers Grove and ITE provide the lowest unmet parking demand under today's conditions. There is no exact science to determining the perfect parking ratio. All of the four parking ratio case studies have merit.

- Downers Grove parking ordinance was amended within the last year and is the result of findings from a parking study. As mentioned previously, Downers Grove *amended parking code is intended to help ensure provision of off-street motor vehicle parking facilities, bicycle parking and*

other motorized and non-motorized transportation circulation facilities in proportion to the generalized demands of different land uses. These are some of the management tools Wayzata may pursue, and Downers Grove is a mid-west city with similar weather conditions (i.e., cold in the winter, less walkable).

- ITE parking standards are based on a collection and assemblage of data performed by volunteers, and is provided as an informational guide regarding parking demand. ITE was referenced as a suggested parking ratio in the 2014 Parking Study.
- The city of Edina is a close comparable case study to Wayzata.
- And of course, Wayzata's parking ratios reflect current development requirements.

The parking ratios were consolidated to create an average to be applied to each land use. Figure 8 provides a summary of the parking ratios for each city and an average rate.

Figure 8. Parking Ratio Summary Table

	EDINA	DOWNERS GROVE	ITE	WAYZATA	AVERAGE RATE
Office	5.0	3	2.8	4	3.7
Restaurant	8.6	12.5	17.3	22.3	15.2
Retail	5.0	3.5	2.9	4	3.9

Applying this average parking ratio to current Phase 1 Parking District uses results in a parking deficit of 113 stalls. Figure 9 provides the parking summary for Phase 1 Parking District with the average parking ratio applied.

Figure 9. Parking Ratio Summary Table

ZONE	PRIMARY LAND USES	QUANTITY*	UNIT	CITY RATE/1000 SF	TOTAL DEMAND
Phase 1	OFFICE	83,370	SQ. FT.	3.7	308
Phase 1	RESTAURANT	35,136	SQ. FT.	15.2	534
Phase 1	RETAIL	178,601	SQ. FT.	3.9	688
Phase 1	GOVERNMENT	33,950	SQ. FT.	5.2	177
* 10% SF removed per 801.20.9 D1					1707
Parking Supply					1594
On Street		1414			
Off Street		180			
SURPLUS/(DEFICIT)					-113

Shared Parking

In addition to reducing the parking ratio requirements for Office, Restaurant and Retail, shared parking percentages should be applied to uses within the Phase 1 Parking District. This will allow the city to better manage the District's parking supply and demand and benefit from shared parking opportunities. Case studies of Shared Parking were reviewed. The shared parking examples reviewed had a similar range of percentages used to calculate shared parking potential and are based on Urban Land Institute (ULI) shared parking standards. Minneapolis and St. Paul utilize the same shared parking calculations and were selected to be used in the following Parking Scenarios.

Both Minneapolis and St. Paul permit the zoning administrator to authorize a reduction in the total number of required parking spaces for two (2) or more uses jointly providing off-street parking when their respective hours of peak operation do not overlap. Shared parking shall be subject to the following conditions:

The number of shared spaces for two (2) or more distinguishable land uses shall be determined by the following procedure:

- Multiply the minimum parking required for each individual use, by the appropriate percentage for each of the six (6) designated time periods.
- Add the resulting sums for each of the six (6) columns.
- The minimum parking requirement shall be the highest sum among the six (6) columns resulting from the above calculations.
- Select the time period with the highest total parking requirement and use that total as the shared parking requirement.

Figure 10 provides the proposed shared use percentages by land use and time period for properties in Phase 1 Mobility Management District.

Figure 10. Phase 1 Mobility Management District Shared Parking Table

WEEKDAY			WEEKEND			LAND USE
Midnight-7:00 a.m.	7:00 am-6:00 pm	6:00 p.m.-Midnight	Midnight-7:00 a.m.	7:00 am-6:00 pm	6:00 p.m.-Midnight	
5%	100%	5%	0%	10%	0%	OFFICE
10%	70%	100%	20%	70%	100%	RESTAURANT
0%	90%	80%	0%	100%	60%	RETAIL
0%	100%	40%	0%	40%	25%	GOVERNMENT

As an example of the impact, the proposed reduced parking ratios and shared use percentage were applied to existing uses in the Phase 1 Mobility Management District. The parking demand is reduced from 1,624 parking stalls to 1,478 parking stalls, and the deficit is reduced (113) to 116. Figure 11 provides a summary table of the proposed parking ratio and shared parking for Phase 1 Mobility Management District.

Figure 11.

ZONE	PRIMARY LAND USES	QUANTITY*	UNIT	CITY RATE/1000 SF	TOTAL DEMAND	Shared Pkg
Phase 1	OFFICE	83,370	SQ. FT.	3.7	308	308
Phase 1	RESTAURANT	35,136	SQ. FT.	15.2	534	374
Phase 1	RETAIL	178,601	SQ. FT.	3.9	688	619
Phase 1	GOVERNMENT	33,950	SQ. FT.	5.2	177	177
* 10% SF removed per 801.20.9 D1					1707	1478
Parking Supply					1594	1594
On Street		1414				
Off Street		180				
SURPLUS/(DEFICIT)					-113	116

As new development, or changes in use, occurs within the Parking District, the developer will have the option to request a reduction of the required parking spaces based upon applying the shared parking percentages.

Recommendations/Next Steps

The city will amend the City Code (Section 20.15 Parking Requirements) to reflect the reduced parking ratios and take it through the city approval process. The shared parking policy and guidance will be included as part of establishment of the Mobility Management District.

Management Tools

In addition to considering revisions to Wayzata's current parking ordinance, Wayzata should also consider steps to maximize potential benefits of existing parking facilities through better management. The downtown core parking facilities experience higher demand and will be utilized faster and more often than other parking options. Without effective management, there may be a

perception of a parking shortage; even after adding additional capacity. The following are potential management tools that could be applied to the Phase 1 Mobility Management District.

On-Street Management

Encourage turnover at prime customer spaces along Lake Street either through posted time limits or through installation of parking meters. On-street parking is the preferred parking location for most shoppers and employees. Enforced time limits or parking meters will deter employees or business owners from parking in front of their business. When properly managed, on-street parking will have a high turnover which benefits overall performance and customer service.

Off-Street Management

Improve signage, mapping, wayfinding and branding to make Mobility Management District options clear to customers. Currently Wayzata does not have clear and consistent signage identifying location and access to public parking. Improving this condition to make available parking more accessible should be a completed prior to consideration of expanding parking supply.

Explore Valet strategies to manage high parking demand in the Mobility Management District. The Parking District could be used to coordinate and regulate valet parking between business owners and public/private parking facilities. Management of Valet Parking will ensure valet service is utilized as a tool for the efficient use of existing parking supply. Currently, some downtown Wayzata businesses offer private valet parking for the convenience of their customers. For example, the Cov has received a special permit from the City to valet park vehicles at the City Hall parking lot.

Designate employee parking to remove long term parking and utilization of high demand Phase 1 Mobility Management District parking spaces. Currently, certain businesses do require employees to park in designated areas, such as Cov employees parking on the third level of the Carisch ramp. Requiring all employees to park in designated areas and to apply for a permit would reduce demand on priority parking stalls within the Phase 1 Mobility Management District. Consideration of remote employee parking, outside of the Phase 1 Mobility Management District would make the greatest impact on parking demand in the parking district.

Expand Trolley Service to reduce employee parking demand, peak-hour customer parking demand, and provide multimodal access to the Phase 1 Mobility Management District, and in the future, within Phase 1 and 2 Mobility Management District.

Recommendation/Next Steps

The City applied these management tools in the formation of Pilot Projects to test their effect on utilization of existing parking within the Phase 1 Mobility Management District. Project 3: Pilot Projects (below) provides details on the Pilot Projects that were implemented over the summer of 2015.

Project 3: Pilot Projects

On-street Two Hour Parking Enforcement Pilot Project

On June 1, 2015 the City of Wayzata initiated an On-street Two Hour Parking Enforcement Pilot Project. This pilot project ran from June 1 – August 30, 2015, with warnings being issued (versus tickets) from June 1 – June 15, 2015. The hours of enforcement were 6 a.m. to 6 p.m., 7 days per week. The area of enforcement was defined as follows:

- Lake Street between Superior Boulevard and Walker Avenue (both sides).
 - Add signage to south side of Lake Street between Walker Avenue and Broadway Avenue
- Broadway Avenue from Lake Street to Mill Street Lot Entrance (current signage)
- Walker Avenue from Lake Street to Ramp entrance (current signage)
- West City Lot (add signage)
- Bag remaining existing Time Enforced Signs

Figure 12. Illustrates the area for the Two Hour Parking Enforcement Pilot Project



Valet Parking Pilot Project

On June 15, 2015, the City of Wayzata implemented a Valet Parking Pilot Project. The pilot project ran from June 15 – September 6, 2015. The city entered into a contract with the current valet provider at the COV restaurant to provide the valet parking pilot services. The hours of operation were 11 a.m. – 11 p.m. seven days a week. Six dollars per car was charged for valet parking. The valet stand was located at the West City Lot entrance. The need for a second valet stand was

evaluated in July 2015, and determined not to be needed. There were specific locations designated for the valet parking. These included:

- 11 a.m. – 4 p.m.: 20 stalls at City Hall lot, 20 stalls along northern edge of Mill Street lot, all of East City Lot (behind Cov)
- 4 p.m. – 11 p.m.: 3rd Level of Marquee Plaza ramp (85 stalls), City Hall (all available), East City Lot (all available), NO Mill Street lot parking

Figure 13. Proposed Valet Stand Locations



Figure 14. Valet Parking Locations: 11 a.m. to 4 p.m.



Figure 15. Valet Parking Location: 4 p.m. to 11 p.m.



Data was collected during the valet pilot project to support findings. This data included (by day), number of cars parked, number of employee hours, and revenue. In addition, data was collected on feedback from users of the valet service, destinations and duration.

Designated Employee Parking

Beginning in mid-June, 2015, the city initiated a Designated Employee Parking Pilot project to direct employee parking to designated areas away from prime parking locations. The pilot was open to all interested businesses, and Muni staff were directed to participate. The location of employee parking included City Hall (20 stalls), 3rd Floor of Marquee Plaza (after 4 pm and weekends only), and Promenade (50 Stalls by permit only from city hall).

Expand Trolley Service

The Lake Minnetonka Trolley was in service from June 7- September 3, 2015. The trolley ran a 16-stop route 10 a.m. to 4 p.m. on Thursdays and Sundays. Additionally, the trolley will have a special route from 5:30 to 9:30 p.m. on Wednesday nights in July for the concert series at the Depot, stopping from the east to west end along Lake Street.

Recommendation/Next Steps

Data from the Pilot Projects will be summarized and presented to the City Council on October 6, 2015. After this meeting, the city will determine success of the pilot projects and which, if any, should be continued, or implemented again during the high parking season (summer months).

Project 4: Options for Renovation of Carisch Ramp

An assessment of the condition and functionality of the Carisch Parking Ramp was performed in March 2015. The assessment was used to identify existing opportunities for improvements to the ramp that may assist in its performance as a public parking facility and assess potential updating requirements based on age of facility and changes in building code and ADA code. The full memo is included as Attachment #2 to this report. The following potential improvements were identified:

1. New Stair/Elevator Core/ADA Improvements - \$750,000 to \$950,000
2. Added Ventilation - \$6,000 to \$9,000
3. Update to LED Lighting - \$50,000 to \$60,000
4. Painting Interior ceiling & Walls White - \$180,000 to \$200,000
5. Wayfinding & Parking Availability Signage - \$45,000 to \$65,000

Recommendations/Next Steps

After the analysis and pricing for the Carisch Ramp renovations the City Council direction is to not move forward with the proposed improvements until a future date, most likely not until Carisch renews the public parking agreement.

Project 5: New Mill Street Parking Ramp

To be completed after September 15, 2015 City Council meeting.

Project 6: Wayfinding and Real Time Signage

On June 29, 2015, Visual Communications was hired to provide Phase 1 Design and Analysis for up to two options depicting potential signage for Directional Signage and Mill Street Ramp Identification and Real Time Signage. The proposed options are provided in Attachment 3 and will be presented to the City Council on September 15, 2015.

Case Studies for Wayzata Downtown Parking Study

Case Study: Austin, Texas: Parking and Transportation Management District

An example of a Parking and Transportation Management District is the City of Austin, TX. Austin, TX recently implemented their first Parking and Transportation Management District (PTMD). This plan combines existing ordinances and tools with proven best practices, using a comprehensive district management approach to address the diverse parking and transportation needs of mixed-use commercial and residential areas. In December 2014 the City of Austin amended the City Code to add a chapter establishing a Parking and Transportation Management District Program. More on this program can be found at: <http://www.austintexas.gov/edims/document.cfm?id=223312>

Case Study: Carmel, CA: Parking Pilot Program

In November, 2014 Carmel, CA implemented a Parking Pilot Program. The parking pilot program is a temporary six month trial program on Ocean Avenue between Junipero and Monte Verde Street that can be extended on a month to month basis, up to a year or even longer based on recommendations by council. Carmel installed paid parking along Ocean Avenue in their business district. Paid parking is between the hours of 10 am – 7 pm. In addition to parking meters, the city has free on-street parking with posted time limits (up to four hours), and promotes un-timed free parking at various locations. Carmel agreed to the parking pilot program after Walker Parking Consultants completed a parking study in October 2013 and discovered there was an imbalance of parking in the downtown commercial district with very little turn over from vehicle parking longer than the recommended time rates.

Walker identified two types of policy measures that can help achieve the redistribution of long-term parkers by refocusing the behavior of drivers parking in the on-street spaces; and providing incentives which encourage or incentivize long-term parkers to not park in the coveted visitor spaces, or not park at all, but instead use other means to access the commercial district. Walker concluded that parking policies are needed to redistribute parking demand and increase the availability of parking spaces on the busiest locations.

A recommendation of the study was to provide more convenient and attractive parking options for employees by encouraging them to park away from the commercial core to make more on-street spaces available to visitors and residents. Employees are directed to park at designated free parking locations. A shuttle service or ambassador/concierge for employees and others who park in the peripheral locations was suggested. More information can be found on the following link:

<http://ci.carmel.ca.us/carmel/index.cfm/residents/city-services/transportation-parking/parking-information1/multi-space-parking-stations-frequently-asked-questions/>

Case Study: Huntington Village, NY: Valet Parking Pilot Project

Huntington Village, NY implemented a valet parking pilot project in May of 2014. The pilot program was implemented in response to a parking study and provided free valet parking on Friday and Saturday in a portion of a municipal lot. The program was jointly funded by a formed “parking consortium” including

the Town, Chamber of Commerce and Huntington Village Business Improvement District. The pilot project was part of a series of measures in response to the parking study. In addition to valet parking, the Town activated multi-space parking pay stations on specific streets, changed the hours for which metered parking is active (10am to 8 pm, Monday-Saturday); and increased to three hours in the maximum a vehicle can remain parking at an on-street spot. The pilot project was discontinued in October 2014 when it was determined that it was no longer necessary after parking spaces in a city lot were reopened after a construction project on the lot was completed. <http://patch.com/new-york/huntington/new-to-huntington-village-valet-parking>

Case Study: Concord, CA: Ordinance on Valet Parking

The municipality of Concord, CA (July, 2014) introduced an Ordinance amending the City Code to include a new section on Valet Parking Passenger Loading/Unloading Zones. Concord, CA completed a review of the feasibility of permitting private business in the City to operate valet parking passenger loading/unloading zones in the public right-of-way. It was determined that business-operated valet parking services could potential benefit the financial wellbeing of businesses in the City by offering parking convenient to patrons. Furthermore, it was determined that adding a new policy on valet parking passenger loading/unlading zones in the City's Municipal Code will provide a process to review and approve requests by sponsor businesses to operate valet parking services on a case-by-case basis, to ensure these services are safely and properly operated.

<http://www.cityofconcord.org/pdf/citygov/agendas/council/2014/0722/3D.pdf>

Case Study: Carmel, CA: Employee Parking

Responding to concerns that many parking spaces in downtown Carmel-by-the-Sea are being taken up by business employees and are thus not available for visitors, those employees will be able to park for free for unlimited periods on certain nearby streets and other areas starting August 2014. Map of employee parking: <http://ci.carmel.ca.us/carmel/index.cfm/linkservid/2D07A6C8-3048-7B3D-C50680BF3C50609E/showMeta/0/>

Case Study: Edina, MN: Employee Parking

The City of Edina owns and operates three parking ramps to serve the Edina portion of the 50th and France Commercial Area. Parking permits are available for full- and part-time employees of businesses located in the Edina portion of 50th and France who choose to park in the City ramps. A permit allows an employee to park in the ramps in excess of the posted time limits applicable to customers and clients. Parking stalls are available on a first-come-first-served basis. Issuance of a parking permit does not guarantee or reserve a space. Every employee who chooses to park in the City facilities MUST purchase a parking permit and abide by the parking regulations. Employees are not allowed to park in the City parking ramps without a valid permit. Permit holders may only park in the designated areas of the City ramps. Permits are issued on a calendar-year basis. Permits will be valid from January 1 to December 31. The employee parking permit fees are \$10/month or \$120/year.

http://edinamn.gov/edinafiles/files/Resources/Permits_Applications/Parking%20Permit%20Application.pdf

Case Study: Nantucket, MA: Transit Shuttle

The Town of Nantucket is a tourism focused island community approximately 29 miles off the coast of Hyannis, MA, approximately 80 miles southeast of Boston, MA. The city has 10,371 year-round residents and a summer seasonal population of over 50,000 people. As traffic and parking issues have been long standing issues for Nantucket, it has developed a highly successful mass transit shuttle system to move people around the town and help alleviate significant downtown parking issues, of which have been studied numerous times over the past few years. Transit service is delivered on 9 separate routes with a total of 13 buses. The system is administered by the Nantucket Regional Transit Authority, one of 13 transit authorities in the State of Massachusetts. (<http://www.nrtawave.com/index.php>) The system has an annual budget of \$1.8M, with 25% coming from fair box recovery from approximately 290,000 rides per year, or an average of approximately \$4.70 per trip in subsidy.

This transit system also provides service to three city controlled remote parking lots outside the core downtown area, which are used by both employees and visitors. Additionally, over the past two years, they have instituted a Common Valet location just one block from the city center that has been very successful. Rates vary from time of day and day of the week. Downtown street parking is also highly controlled via time limits and enforcement is by local police and community service officers.
<http://www.nantucket-ma.gov/documentcenter/view/7176>

Recent studies look to the city instituting an on-street parking meter system with deferral permits issued to adjacent business and property owners. Net Revenue is projected to be well over \$1.0M after operating costs. Meters will most likely only be operational during peak season (May thru September).

<http://www.nantucket-ma.gov/documentcenter/view/5527>

<http://www.nantucket-ma.gov/documentcenter/view/1194>

Carisch Ramp Memo



LSA Design, Inc.
Northwestern Building
219 North Second Street
Suite 302
Minneapolis, MN 55401
T. 612.339.8729
F. 612.339.7433
www.lsadesigninc.com

Planning
Architecture
Urban Design

Memorandum

To: Heidi Nelson – City Manager
From: James B. Lasher, RLA
William Fossing, PE
Project: City of Wayzata Downtown Parking Project
Subject: Preliminary Review of Carisch Parking Ramp
Date: March 2, 2015

The City has engaged LSA Design to assist in the Planning, Programming and Pre-Design efforts for additional parking within the core area of Downtown. One of the initial four projects was to make an assessment of the condition and functionality of the Carisch Parking Ramp. The purpose of this memo is to identify existing opportunities for improvements to the ramp that may assist in its performance as a public parking facility and assess potential updating requirements based on age of facility and changes in building code and ADA code.

Initial findings are shown on the attached drawings and optional improvements are as follows:

1. **New Stair/Elevator Core/ADA Improvements - \$750,000 to \$950,000**
2. **Added Ventilation - \$6,000 to \$9,000**
3. **Update to LED Lighting - \$50,000 to \$60,000**
4. **Painting Interior ceiling & Walls White - \$180,000 to \$200,000**
5. **Wayfinding & Parking Availability Signage - \$ 45,000 to \$65,000**

NEXT STEPS

Based on this initial assessment, we would like to propose the following course of action:

1. Arrange a second meeting with the Carisch Building Owners to discuss issues and opportunities for improvements.
2. Review option for extending current City/Carisch Parking Agreement
3. Prepare a Feasibility Study that details the proposed improvements along with Schematic Design level budgets and plans.

Attachments

Three-level floor plans
C: William Fossing - LSA
LSA File 14-11.03



DRAFT

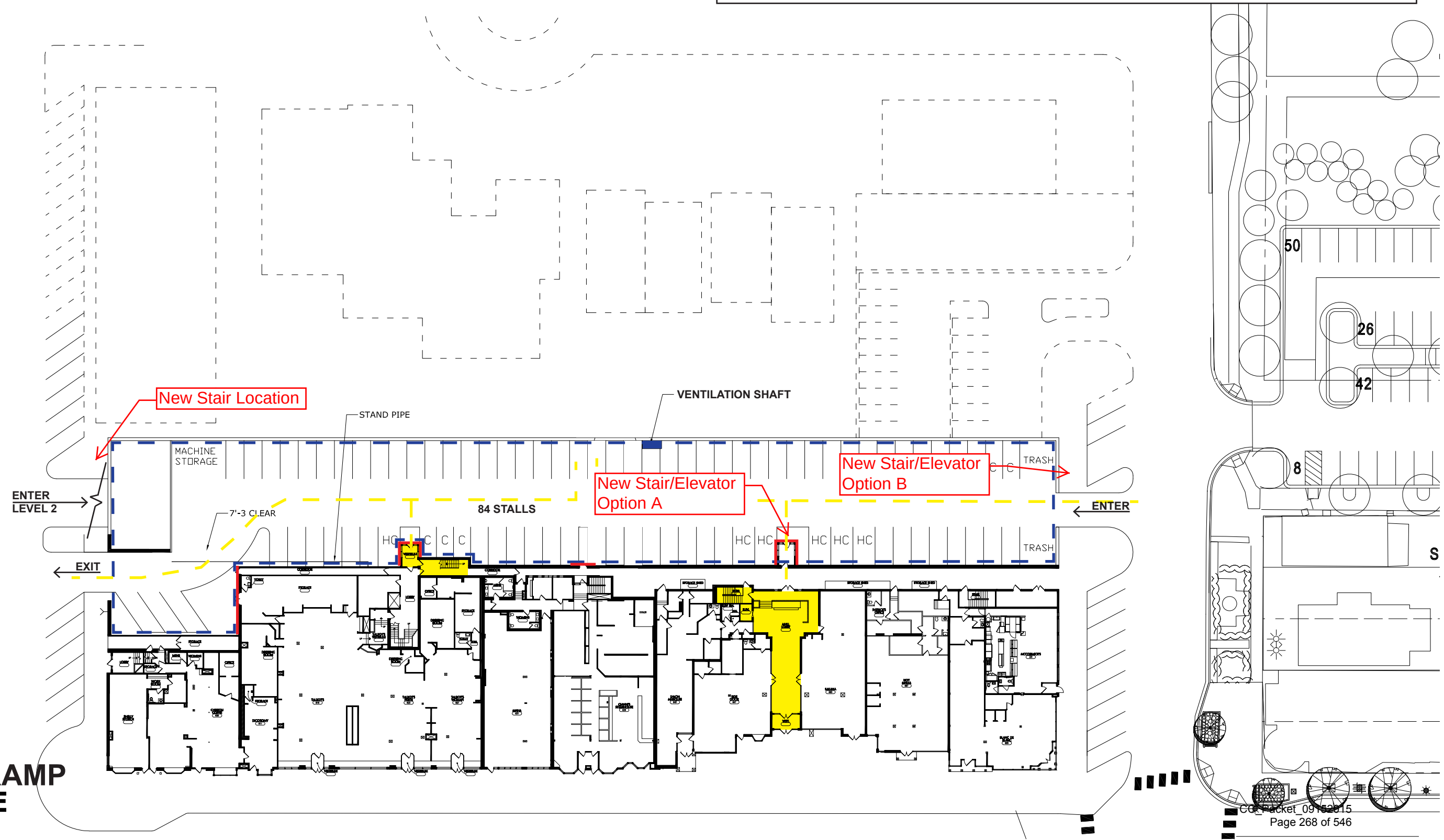
KEY

Address Requirements for Enclosed Parking

Address Requirements for Egress

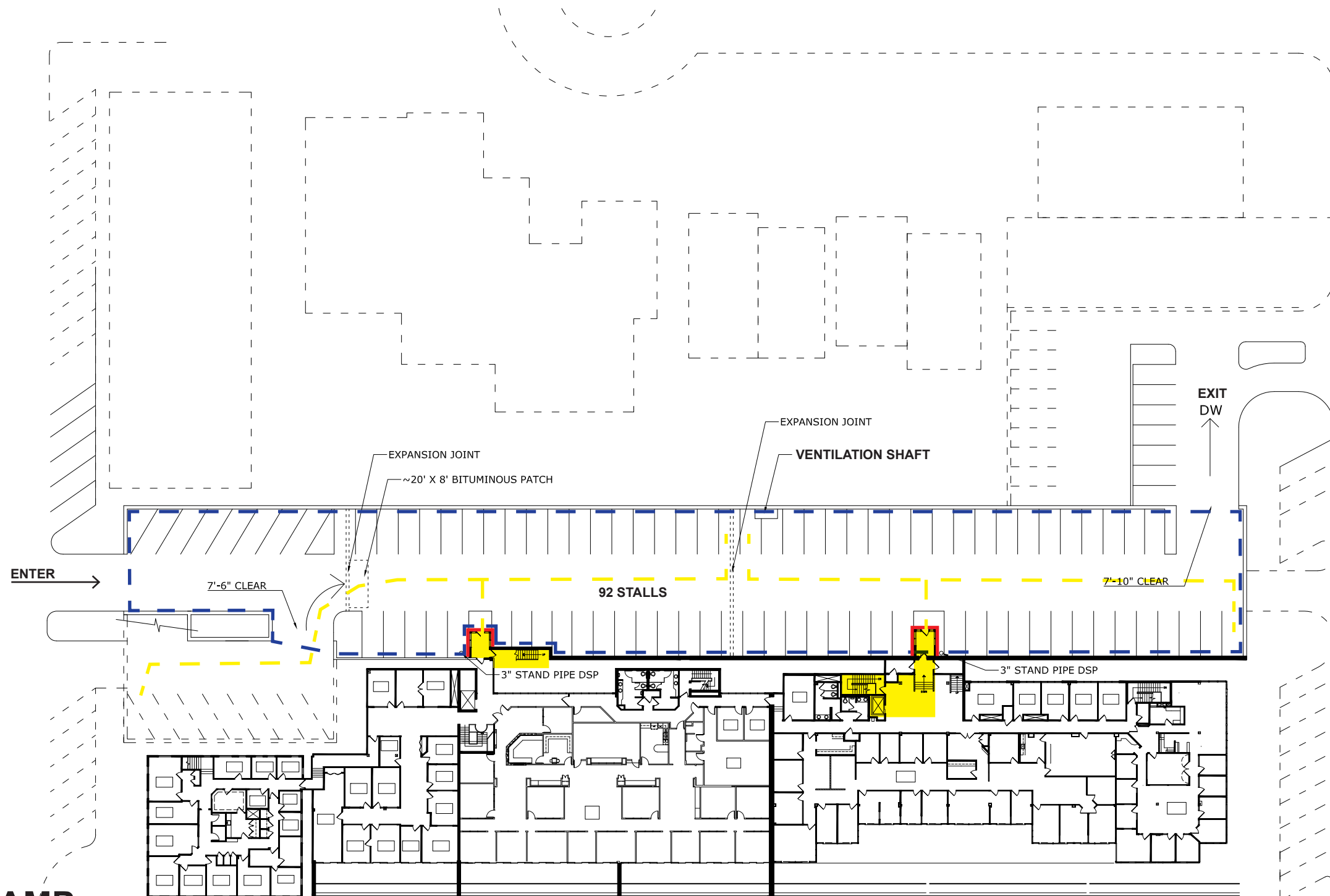
Address Requirements for Separation between Buildings

CARISCH RAMP
LEVEL ONE
1" = 50' - 0"





KEY	
	Address Requirements for Enclosed Parking
	Address Requirements for Egress
	Address Requirements for Separation between Buildings



CARISCH RAMP LEVEL TWO

1" = 50' - 0"



KEY



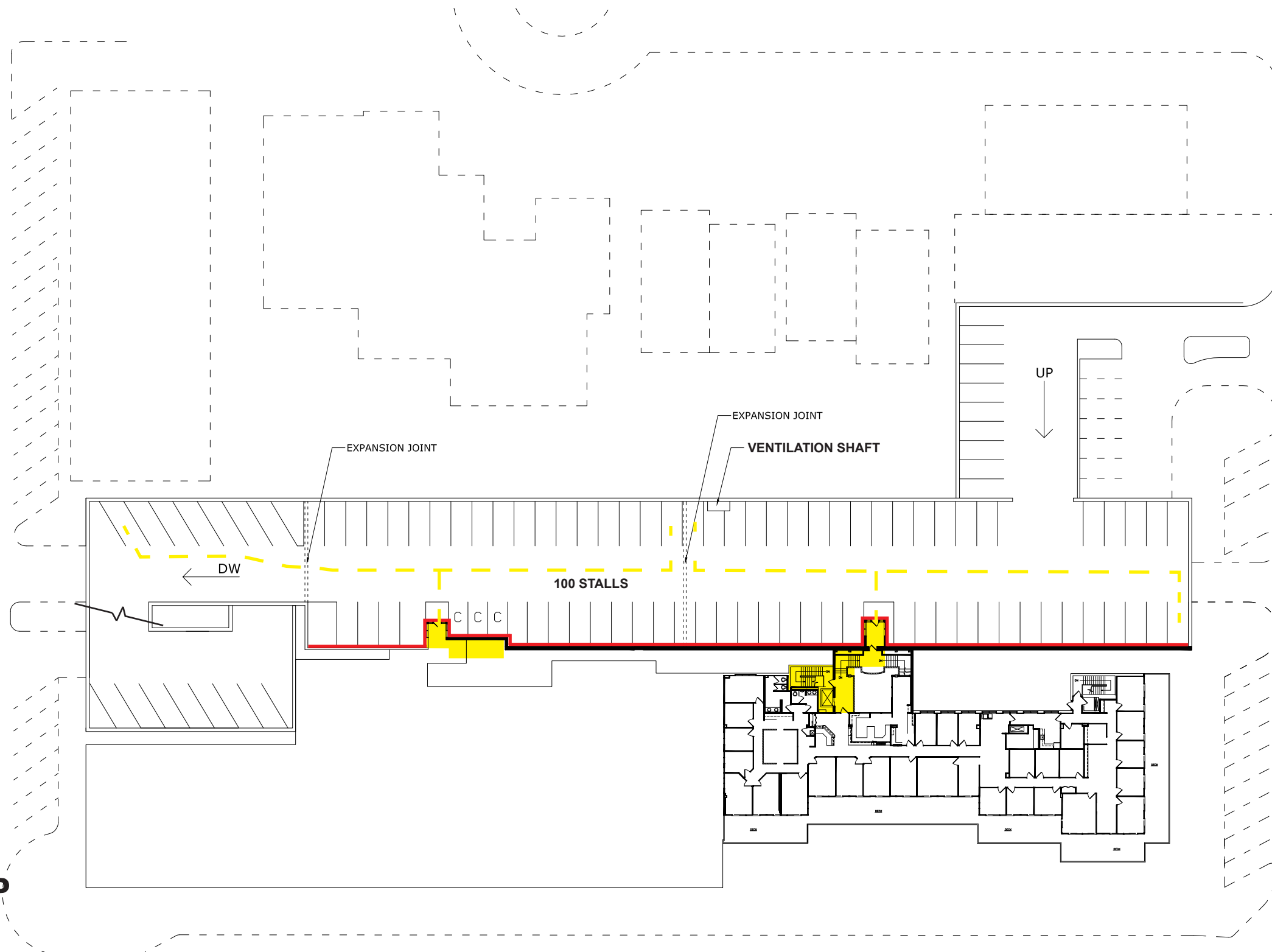
Address Requirements for Enclosed Parking



Address Requirements for Egress



Address Requirements for Separation between Buildings



CARISCH RAMP LEVEL THREE

1" = 50' - 0"

Wayfinding and Signage Options

MILL SREET
RAMP

Wayzata, MN

Exterior
Signage
Design



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MILL SREET RAMP

Exterior City Street Directional Signage Design Options

SIGN TYPE A
STREET DIRECTIONAL
SIGNAGE

BROADWAY AVE.

WAYZATA BLVD.

SIGN TYPE B
DIRECTIONAL
STREET SIGNAGE

MILL STREET RAMP
ENTRANCE WALL ID W/
ELECTRONICS

MILL STREET RAMP
ENTRANCE WALL ID W/
ELECTRONICS

MILL STREET RAMP
ENTRANCE WALL ID

MILL STREET RAMP
ENTRANCE WALL ID

SUPERIOR BLVD.

MILL STREET E.

MILL STREET RAMP
MONUMENT ID W/
ELECTRONICS

MILL STREET RAMP
MONUMENT ID W/
ELECTRONICS

MAIN STREET

SIGN TYPE D
STREET DIRECTIONAL
SIGNAGE

SIGN TYPE C
STREET DIRECTIONAL
SIGNAGE

SIGN TYPE E
STREET DIRECTIONAL
SIGNAGE

MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design



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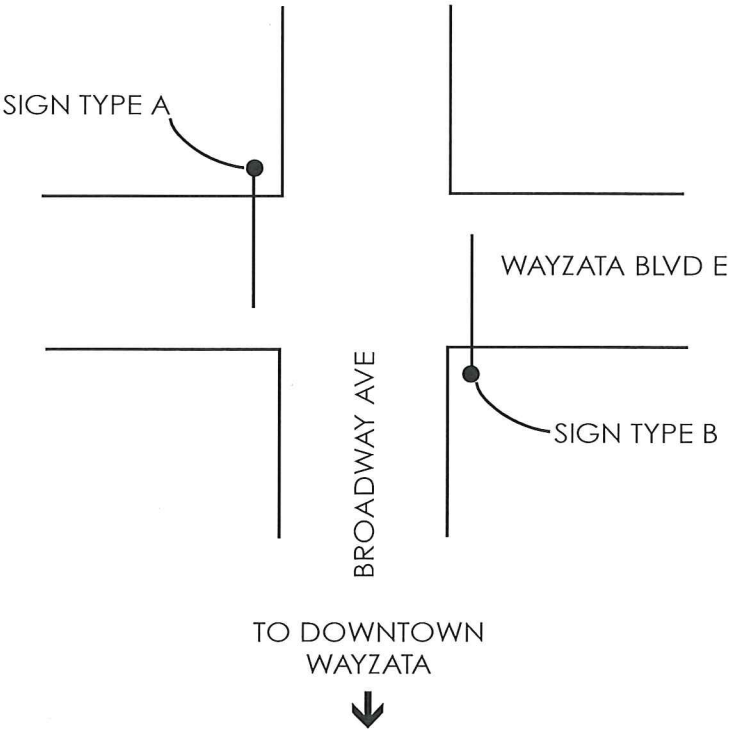
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EXISTING/WAYZATA BLVD EASTBOUND @
BROADWAY AVE INTERSECTION



EXISTING/WAYZATA BLVD WESTBOUND @
BROADWAY AVE INTERSECTION



SIGN TYPE A



SIGN TYPE B

MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design



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OPTION 1

Page: 1

Exterior City Street Directional Signage Design - Scale: 1/2"=1'-0"

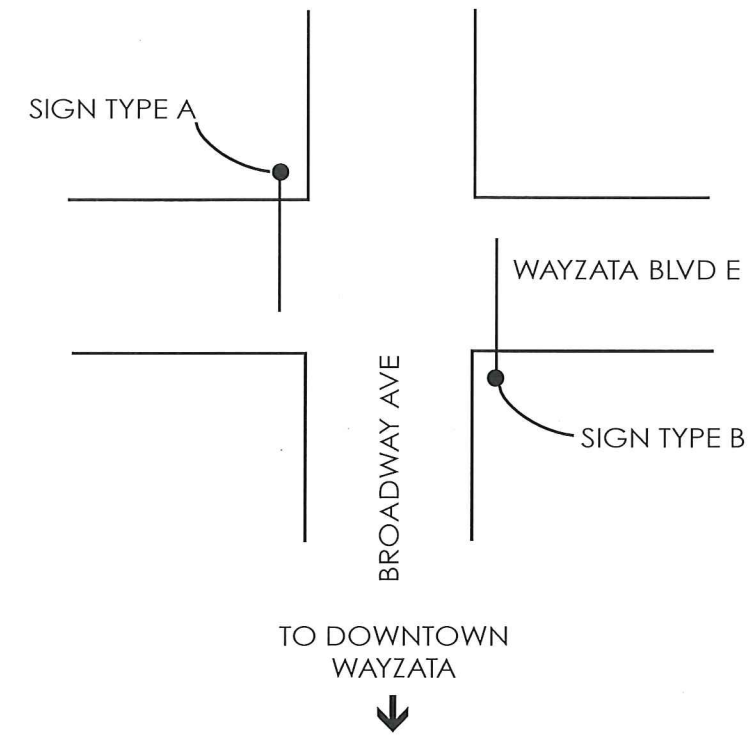
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EXISTING/WAYZATA BLVD EASTBOUND @
BROADWAY AVE INTERSECTION



EXISTING/WAYZATA BLVD WESTBOUND @
BROADWAY AVE INTERSECTION



SIGN TYPE A



SIGN TYPE B

MILL STREET RAMP

Wayzata, MN

Exterior
Signage
Design



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OPTION 2

Page: 2

Exterior City Street Directional Signage Design - Scale: 1/2"=1'-0"

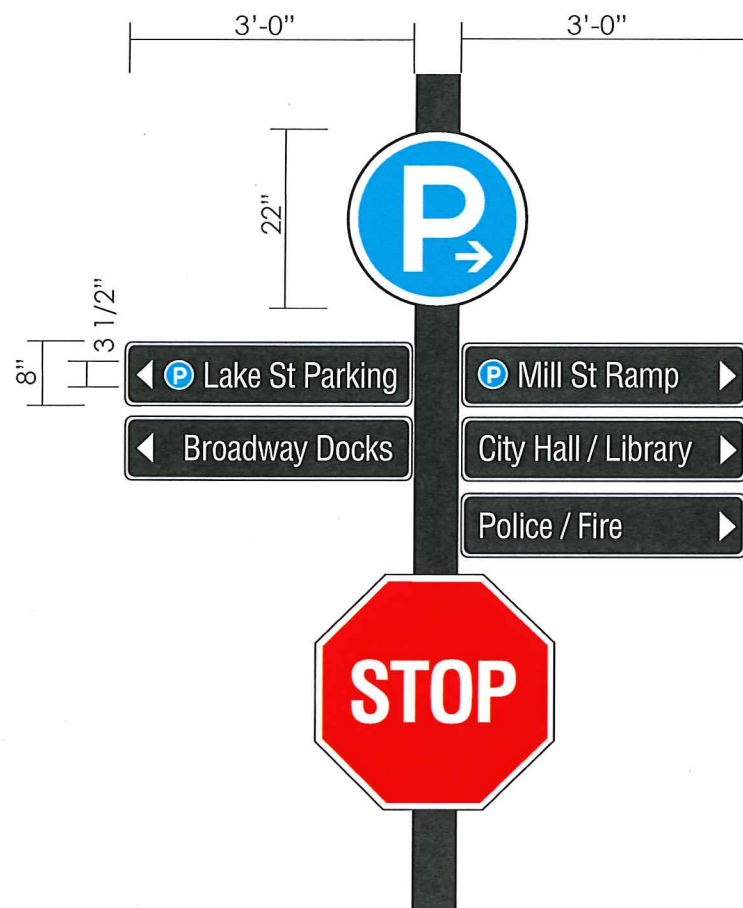
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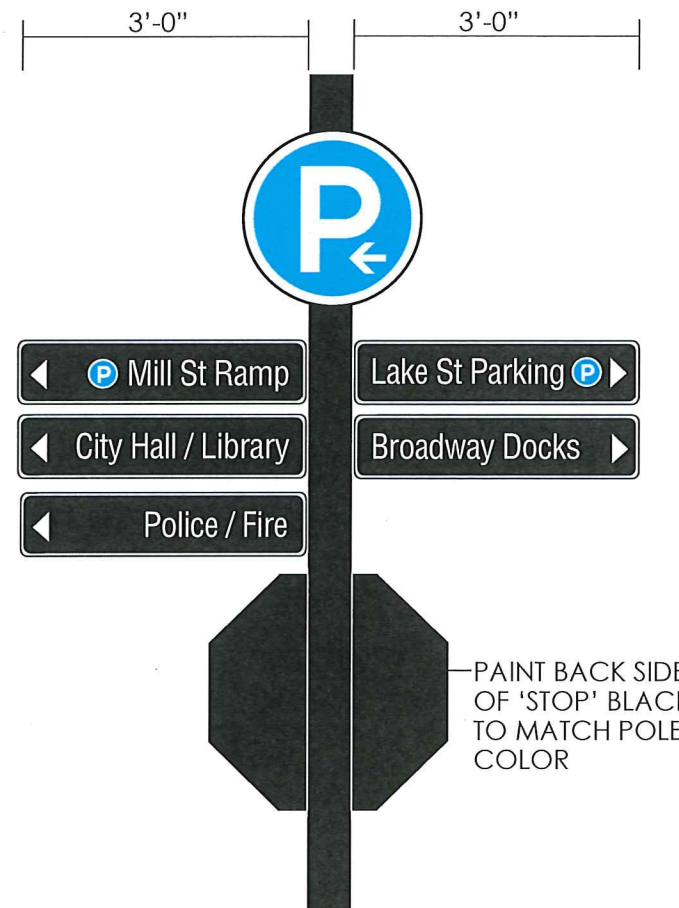
EXISTING/MAIN STREET EASTBOUND @
BROADWAY AVE INTERSECTION



EXISTING/MAINSTREET WESTBOUND @
BROADWAY AVE INTERSECTION



SIGN TYPE C
SIDE 1



SIGN TYPE C
SIDE 2

NOTE:
SIGNS DEPICTED ARE UPGRADED
FROM EXISTING (REFER TO PAGE 5)
PLAQUE IS 2" TALLER W/ TALLER LETTERS.
ADDITIONAL NEGATIVE SPACE PROMOTES
BETTER READABILITY, VERY IMPORTANT
FOR VISIBILITY WESTBOUND DURING
SUNSET HOURS.

MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design



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OPTION 1

Page: 3



EXISTING/MAIN STREET EASTBOUND @ SUPERIOR BLVD INTERSECTION



EXISTING/MAIN STREET EASTBOUND @ SUPERIOR BLVD INTERSECTION

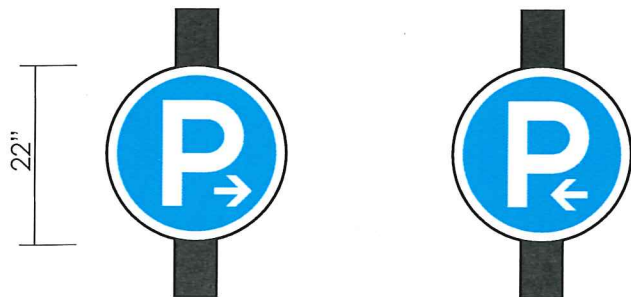


ADD PARKING SIGN



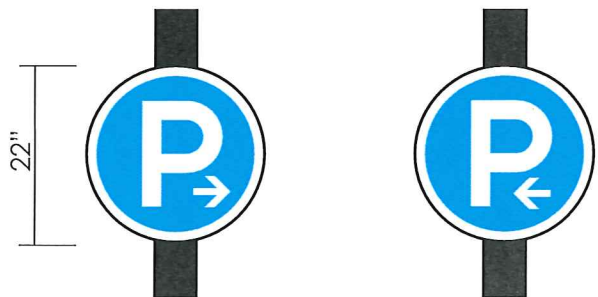
ADD PARKING SIGN

PAINT BACK SIDE OF EXISTING SIGN BLACK



SIGN TYPE D
DOUBLE FACED
SIDE 1

SIDE 2



SIGN TYPE E
DOUBLE FACED
SIDE 1

SIDE 2

MILL SREET RAMP

Wayzata, MN

Exterior
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OPTION 1

Page: 4



EXISTING/MAIN STREET EASTBOUND @
BROADWAY AVE INTERSECTION

EXISTING DIRECTIONAL BLADES
PER SIGN STANDARDS 6" X 36"

NOTE:
ADDITIONAL
NEGATIVE SPACE
BETTER PROVIDES
READABILITY



EXISTING/MAIN STREET EASTBOUND @
BROADWAY AVE INTERSECTION

DIRECTIONAL BLADES SHOWN IN
LARGER SIZE 8" x 36" AND COPY

EXISTING SIGN AND FUTURE SIGN

MILL SREET RAMP

Wayzata, MN

Exterior
Signage
Design



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MILL SREET
RAMP

Wayzata, MN

Exterior
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MILL SREET RAMP
Exterior ID Signage & Real Time Design Options

SIGN TYPE A
STREET DIRECTIONAL
SIGNAGE

BROADWAY AVE.

WAYZATA BLVD.

SIGN TYPE B
DIRECTIONAL
STREET SIGNAGE

MILL STREET RAMP
ENTRANCE WALL ID W/
ELECTRONICS

MILL STREET RAMP
ENTRANCE WALL ID W/
ELECTRONICS

MILL STREET RAMP
ENTRANCE WALL ID

MILL STREET RAMP
ENTRANCE WALL ID

SUPERIOR BLVD.

MILL STREET E.

MILL STREET RAMP
MONUMENT ID W/
ELECTRONICS

MILL STREET RAMP
MONUMENT ID W/
ELECTRONICS

SIGN TYPE D
STREET DIRECTIONAL
SIGNAGE

SIGN TYPE C
STREET DIRECTIONAL
SIGNAGE

SIGN TYPE E
STREET DIRECTIONAL
SIGNAGE

MAIN STREET

MILL SREET RAMP

Wayzata, MN

Exterior
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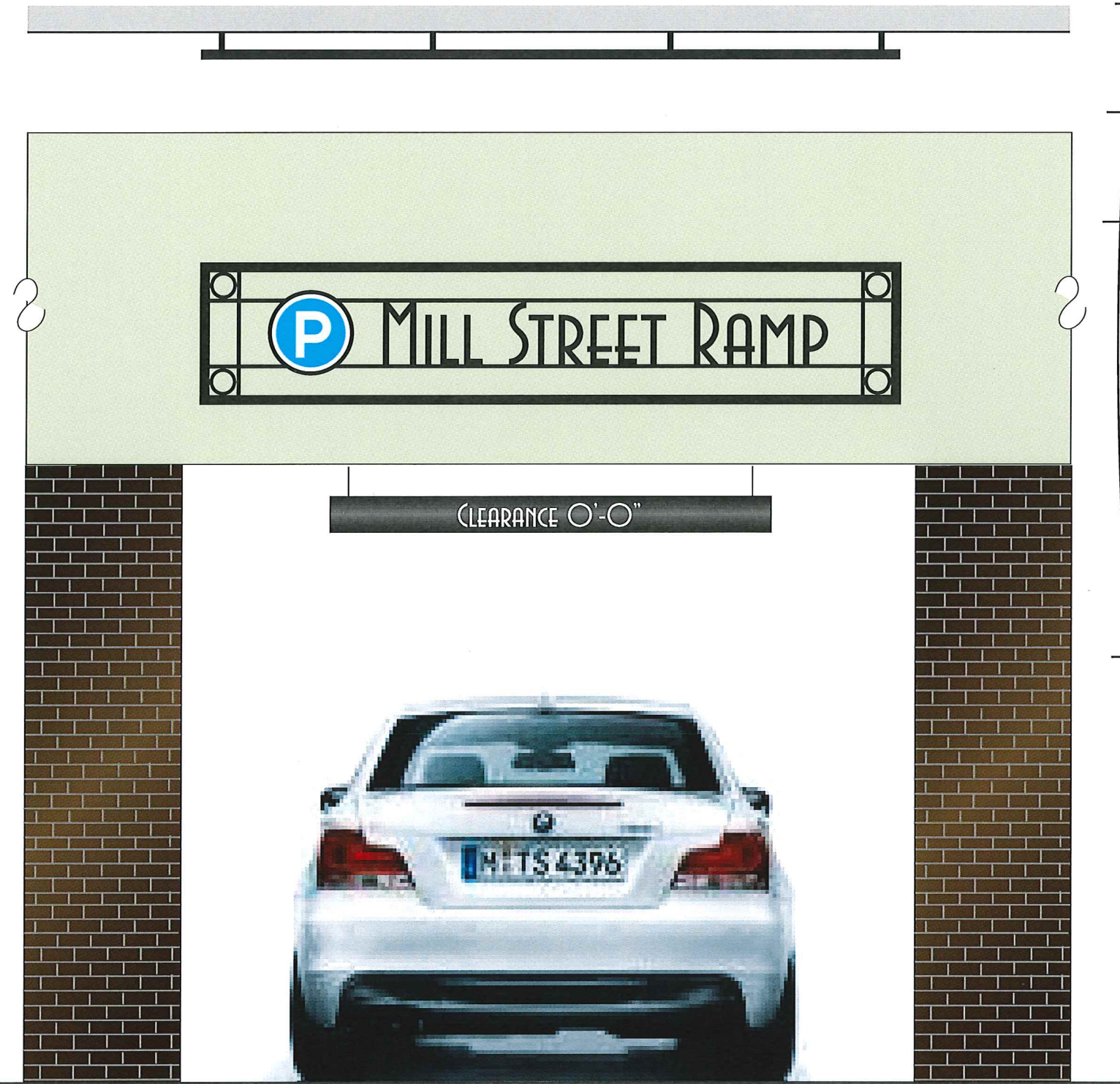


WALL MOUNT IDENTIFICATION



ORIGINAL PLAT
WAYZATA
1834

FREESTANDING IDENTIFICATION
CORNER OF BROADWAY AVE SO & MILL ST E



WALL MOUNT PARKING RAMP ENTRANCE IDENTIFICATION

MILL STREET RAMP

Wayzata, MN

Exterior
Signage
Design



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OPTION 1

Page:

1

MILL SREET
RAMP

Wayzata, MN

Exterior
Signage
Design



VISUAL
Communications

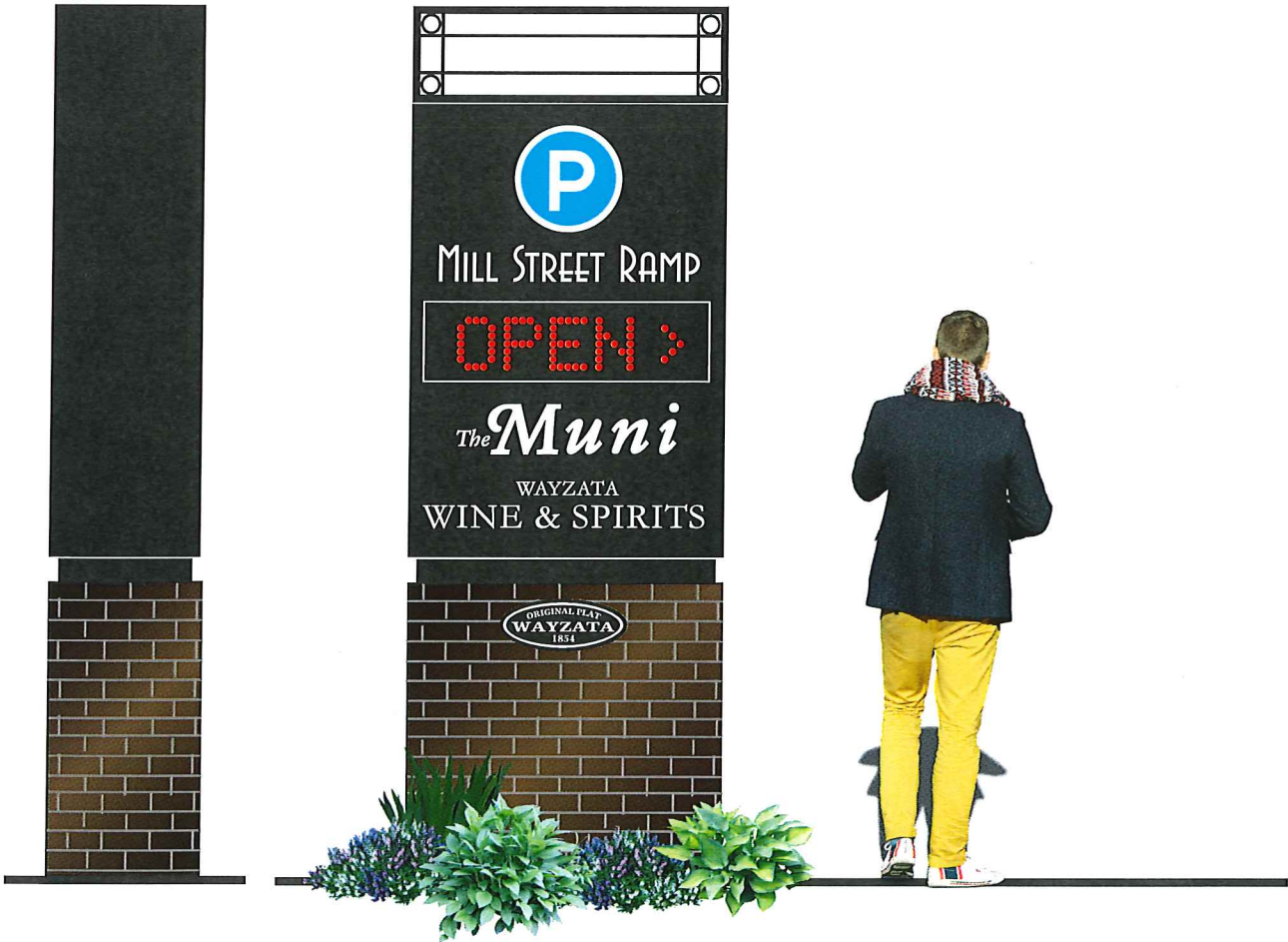
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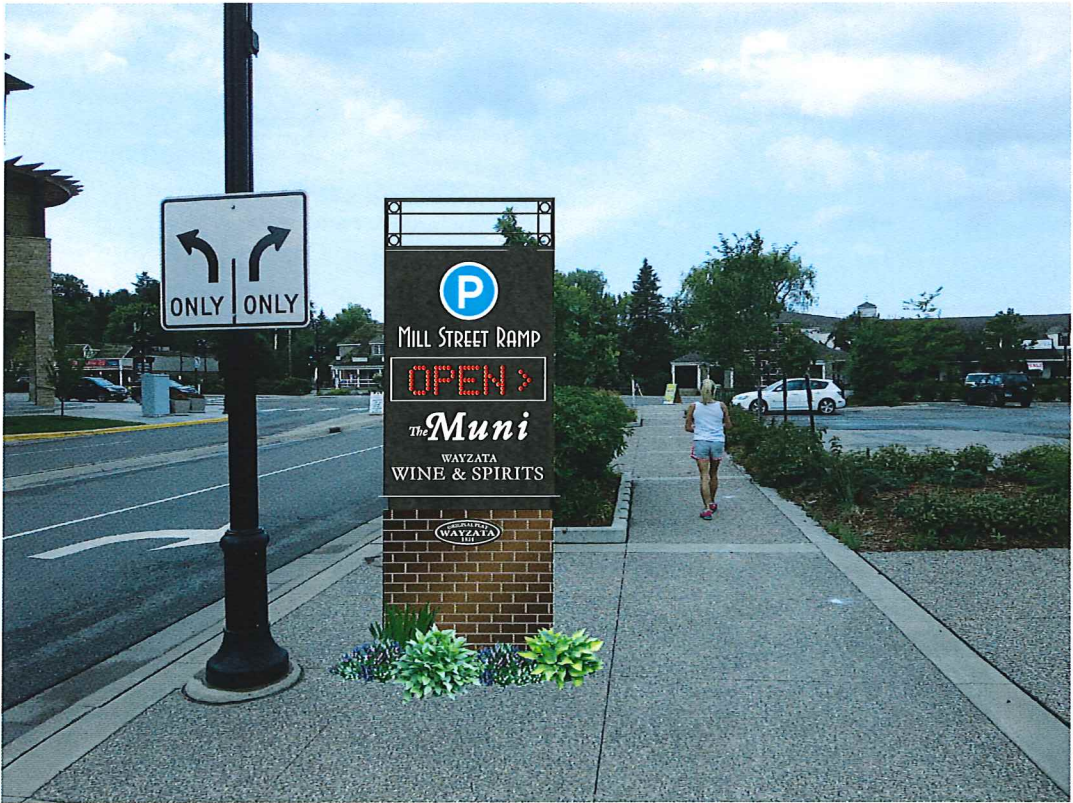
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FREESTANDING IDENTIFICATION
CORNER OF SUPERIOR BLVD & MILL ST E



OPTION 1

Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"



WALL MOUNT IDENTIFICATION



FREESTANDING IDENTIFICATION
CORNER OF BROADWAY AVE SO & MILL ST E



WALL MOUNT PARKING RAMP ENTRANCE IDENTIFICATION

MILL STREET RAMP

Wayzata, MN

Exterior
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OPTION 2

Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"

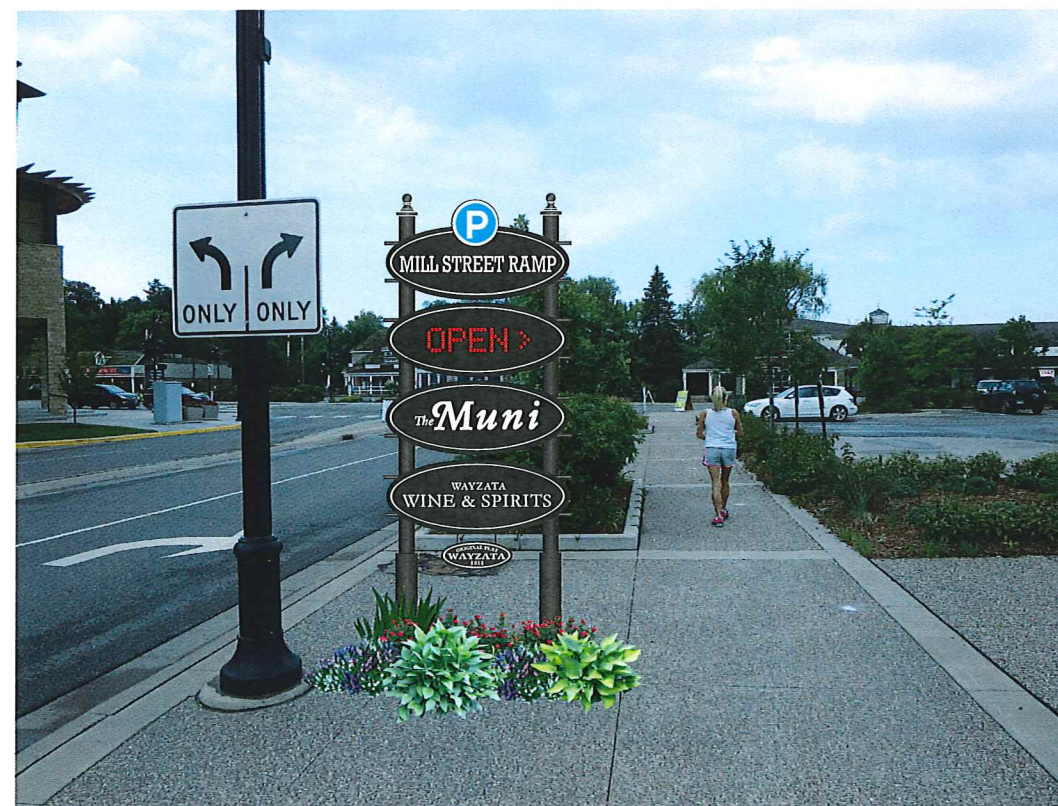
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ALTERNATE/FREESTANDING IDENTIFICATION



FREESTANDING IDENTIFICATION
CORNER OF SUPERIOR BLVD & MILL ST E



MILL STREET RAMP

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Exterior
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OPTION 2

Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"

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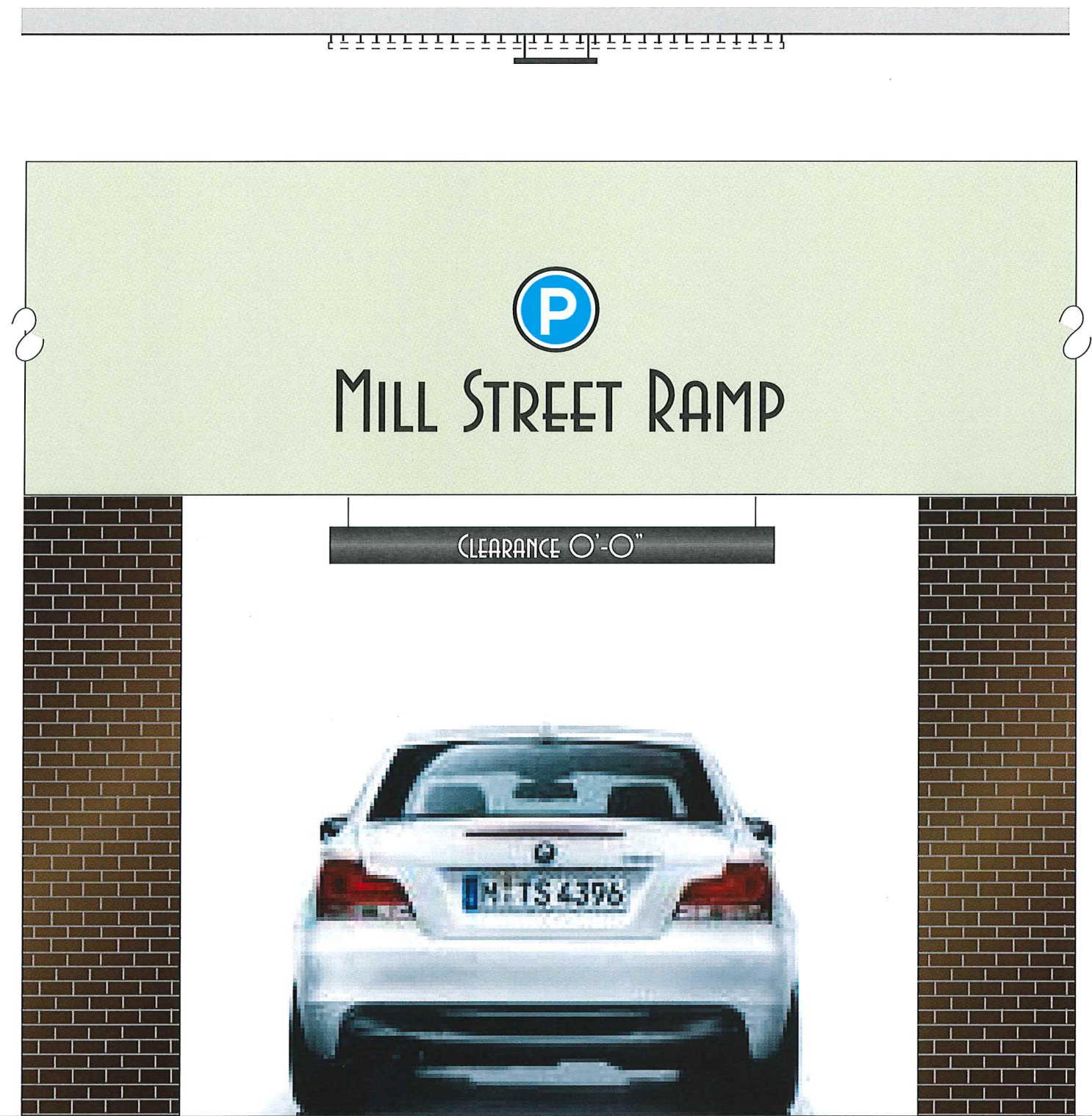
Page: 4



WALL MOUNT IDENTIFICATION



FREESTANDING IDENTIFICATION
CORNER OF BROADWAY AVE SO & MILL ST E



WALL MOUNT PARKING RAMP ENTRANCE IDENTIFICATION

MILL STREET RAMP

Wayzata, MN

Exterior
Signage
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OPTION 3

Page: 5

Exterior Parking Ramp Sign Design - Scale: 1/2"=1'0" cc_Packet_09152015
Page 285 of 546

MILL STREET RAMP

Wayzata, MN

Exterior
Signage
Design



VISUAL
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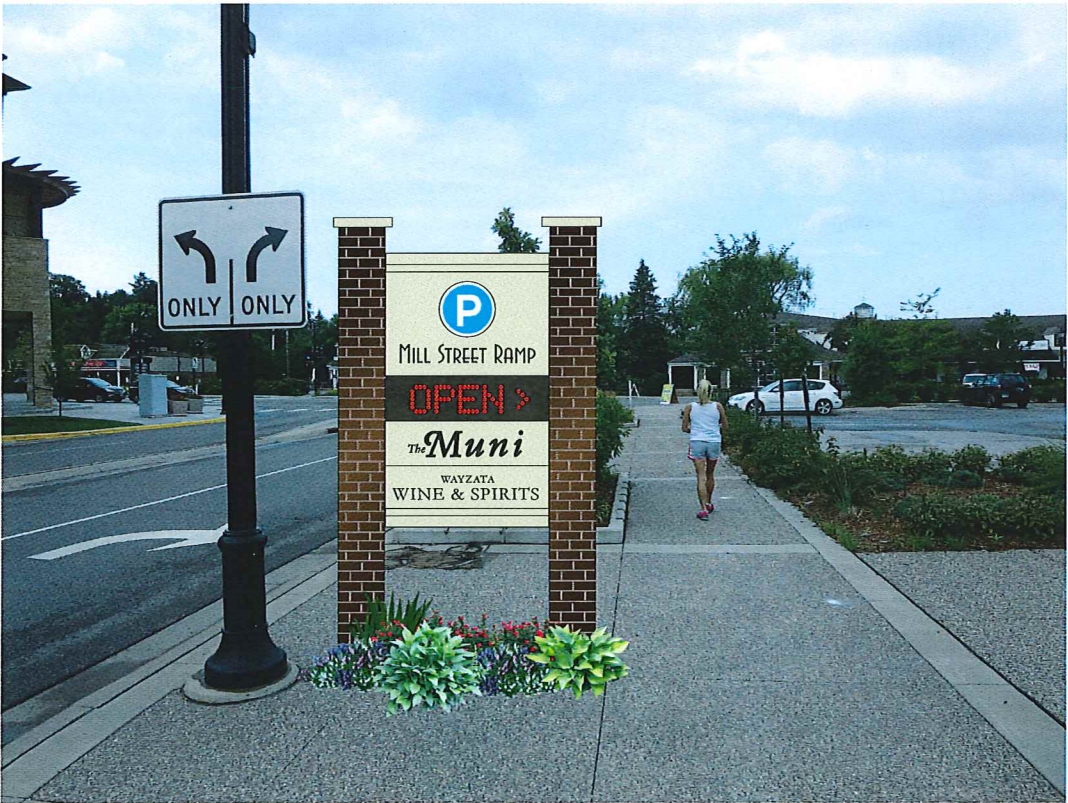
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FREESTANDING IDENTIFICATION
CORNER OF SUPERIOR BLVD & MILL ST E



OPTION 3

Exterior Parking Ramp Sign Design - Scale: 1/2"=1'-0"



MILL STREET RAMP

Wayzata, MN

Exterior
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Project: 14.08.11
Date: 07/16/15 cc
09/01/15 cc

Page: 7

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Page 287 of 546

OPTION 1



OPTION 2

OPTION 3

BEST & FLANAGAN

Memorandum

DATE: September 15, 2015
TO: Wayzata City Council
FROM: Wayzata City Attorney
REGARDING: Development Agreement Amendments for Previously Approved Projects

Earlier this year, City Council approved two new projects within existing PUD/CUP developments. As a condition of those approvals, owners of the properties were required to amend existing development agreements to incorporate the new approvals and the conditions of those approvals. The properties and projects involved were:

1. **294 Grove Lane East (Boatworks / Brew Works).** An amendment to the existing PUD and a new CUP to allow the operation of a microbrewery, taproom and distillery facility.
2. **700 Lake Street East (Clock Tower Venture / CoV Restaurant).** An amendment to the existing CUP to expand the private dining space at CoV restaurant at the rear of the building.

Attached are development agreement amendments for each property that would meet this condition of the City Council approval resolutions.

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

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT (“Agreement”) is made as of the _____ day of 2015 (“Effective Date”), by and between the City of Wayzata, a Minnesota municipal corporation (“City”), and Boatworks II LLC, a Minnesota limited liability company (“Owner”).

RECITALS:

WHEREAS, City and the predecessor in interest to Owner are parties to a development agreement, and amendments thereto, that runs with the land, (copies of which are attached hereto as Exhibits A, B and C, and are collectively referred to herein as, the “Development Agreement”) providing for the development of Property at 294 Grove Lane East in Wayzata, Minnesota, as more specifically described in the attached Exhibit E (the “Property”).

WHEREAS, the Owner and Wayzata Brew Works LLC (the “Tenant”) (collectively, the “Applicant”) submitted an application (the “Application”) for approval on an amendment to the existing Planned Unit Development (PUD) (the “PUD Amendment”) and a new Conditional Use Permit to allow the operation of a microbrewery/taproom and distillery facility (collectively, the “Micro-production Facility” or the “Project”) on the Property;

WHEREAS, on January 20, 2015, the City adopted Resolution 08-2015 (the “Resolution”), attached hereto as Exhibit D, granting approval of the Application, with the condition that the Owner agree to an amendment to the existing development agreement, as amended, for the Property and PUD, binding it and all future owners of the Property, addressing matters related to the Project, in a form and content acceptable to City Staff and the City Attorney, as directed by the City Council, setting forth the approvals granted herein and all applicable conditions;

WHEREAS, in accordance with the foregoing, and the requirements of City of Wayzata Resolution No. 08-2015, the parties desire to amend the Development Agreements as set forth below;

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

1. All of the standards, terms and conditions of approval in the Resolution, attached hereto as Exhibit D, are hereby made a part of the Development Agreement, as if set forth fully therein, and the Owner agrees to comply with them all, and enforce them on the Tenant and any future operators of the Micro-production Facility on the Property.

2. Apart from the provisions of this Agreement, the Development Agreement, as previously amended, shall remain in full force and effect.

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

CITY:

City of Wayzata,
A Minnesota municipal corporation

OWNER:

Boatworks II LLC,
a Minnesota limited liability company

By: _____
Kenneth Willcox, Mayor

By: _____
Rick Born, Its Chief Manager

By: _____
Heidi Nelson,
City Manager

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Kenneth Willcox, the Mayor of the City of Wayzata, and Heidi Nelson, the City Manager of City of Wayzata., a Minnesota municipal corporation, on behalf of the municipal corporation.

Becky Malone-Notary Public

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

The foregoing instrument was acknowledged before me this_____ day of_____, 2015, by Rick Born, the Chief Manager of Boatworks II LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

DRAFT

Drafted by:

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

DRAFT

Exhibit A
Original Development Agreement and Conditional Use Permit

DRAFT

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT made this 26th day of March, 1997 by and between the City of Wayzata, a municipal corporation under the laws of the State of Minnesota (hereinafter "City"), and Boatworks Development Company, Inc., a corporation under the laws of the State of Minnesota (hereinafter "Boatworks Development Company").

WITNESSETH:

WHEREAS, Boatworks Development Company has applied for and received City approval of a development project, including a PUD/CUP to amend its existing Conditional Use Permit for Marina and Restaurant Uses in C-3 Zoning District, and has applied for Variances from Shoreland and Parking Ordinances, has agreed to cross parking and pedestrian access easements between the City and Boatworks Development Company and the City has agreed to the issuance of Building Permit to renovate the existing building and construct the related site improvements all as more fully described on the Plans set forth in Section 1(B) (the "Project"); and

WHEREAS, the Planned Unit Development/Conditional Use Permit issued by the City for the Project is attached hereto as Exhibit A (the "Permit"); and

WHEREAS, Boatworks Development Company as the owner of the real property on which the Project is to be built, which property is described on the attached Exhibit A-1 (the "Property"), will be directly involved in renovation of the existing building and other specific improvements (the "Improvements") and requires the execution of this Agreement before going forward with the project; and

WHEREAS, the Property in question is adjacent to both residential and commercial zones, and

WHEREAS, The City has determined that the proposed Marina and Restaurant uses, unless limited in terms of hours, size and as more fully set forth herein, would adversely affect the health, safety, and general welfare of residents of the surrounding area and of the community as a whole, and is therefore unwilling to grant the requested approvals and variances without strict conditions and limitations; and

WHEREAS, Boatworks Development Company understands that said Conditions and limitations regarding hours, size and as set forth in this Agreement are conditions precedent to its obtaining the requested approvals and variances, and therefore Boatworks Development Company specifically requests the conditions and limitations set forth herein to protect the health, safety and welfare of the residents of the surrounding area and the community as a whole; and

WHEREAS, for the general protection of the City's interests, the City requires the execution of this Agreement regarding the construction of the Improvements associated with the

Project as a prerequisite to its approval of Boatworks Development Company's requests set forth above; and

WHEREAS, Boatworks Development Company requires the execution of this Agreement confirming to it the conditions and limitations under which the Project can be operated before it expends the substantial sums of money which it will expend in making the Improvements and operating this Project; and

WHEREAS, The parties therefore mutually desire that their respective obligations be expressed in writing.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, guarantees and undertakings contained herein, and other consideration, the parties agree as follows:

1. Regarding various approvals, the City has:
 - A. Granted approvals as outlined in the attached Exhibit A.
 - B. Agreed to grant Boatworks Development Company the necessary and appropriate permits to renovate the building and construct the related improvements to the Property, upon proper application and payment of required fees for same. The Improvements shall be constructed in accordance with the following plans ("Plans"):

Plan A:	Site and Utility Plan
Plan B:	Grading Plan
Plan C:	Landscape Plan
Plan D:	Erosion Control Plan
Plan E:	Improvements

Reduced copies of the Plans are attached to this Contract with large scale copies of the Plans, which are or will be on file with the City, and are incorporated into this Agreement by reference. The Plans, as specified below, may be amended or prepared, subject to City approval, after entering the Agreement, but shall be filed with and must be approved by the City before issuance of building permits. If the Plans vary from the written terms of this Agreement, the written terms shall control.

- C. Notwithstanding contrary terms herein, all Project Improvements must comply with all City ordinances and such other design and construction standards as are ordinarily employed by the City staff in issuing appropriate permits. Such ordinances and standards shall control to the extent that the Plans are ambiguous or depict improvements inconsistent with such ordinances and standards.

2. With respect to the requested approvals, Boatworks Development Company agrees that it shall be obligated to the City to construct the Improvements as follows:

- A. Improvements shall be constructed in accordance with the Plans and as specified in the Permit.
- B. The height of the building and any other improvements constructed on the Property shall not exceed thirty (30) feet.
- C. Landscaping and drainage of the Property shall be planted and/or installed in accordance with the Plans. The Plans set forth the minimum landscaping Standards for the Property and may be exceeded by Boatworks Development Company, but they may be revised only with prior written approval of the City staff.
- D. Exterior lighting for all Improvements and for the Project site shall be downward directed as represented on the Plans and as required by City ordinances.
- E. All improvements including landscaping and drainage, shall be completed by October 15, 1997, weather permitting.
- F. Boatworks Development Company consents to the City's including the Project in a tax increment finance district. Tax increments from such a district will be used to fund public development by the City.

3. Regarding the Permit, and the variances from the parking ordinance, the City has:

- A. Granted Boatworks Development Company the Permit to use the Property as a Marina and Restaurant based on the conditions set forth in the Permit.
- B. Granted Boatworks Development Company a variance from the ordinance parking requirements as set forth in the Permit.
- C. The Permit is issued specifically for the Project as described in the Plans and Permit and for no other project. Any material change, in the sole opinion of the City, in the use of structure of the Property from that described in the Plans and Permit shall obligate Boatworks Development Company or its successor in title to apply for and obtain an amendment to the conditional use permit. No assurance of such amendments is intended or implied at this time by the City.
- D. The restaurant described in the Plans may serve wine, beer, and liquor according to City licenses when and if applied for and issued by the City.

Any bar area shall be limited to 18 seats. It is anticipated that the selected restaurant operator will be applying for a liquor license.

- E. The Permit shall be subject to amendment or cancellation by the City if Boatworks Development Company fails to comply with any conditions set forth in the Permit or if the Improvements are not completed as provided in the Plans.
- F. Boatworks Development Company may request, and the City shall be obligated to provide, a resolution certifying that the Permit is valid and is in full force and effect (an "Estoppel Certificate" or "Certificate of Compliance"), provided Boatworks Development Company continues to be in full compliance with the provisions of the Permit and this Development Agreement, and provided that the Improvements have been completed as provided herein.

4. A bond, satisfactory in form and content to City and issued by a company reasonably satisfactory to the City, or escrow or irrevocable letter of credit (from a bank and in a form reasonably satisfactory to the City) in lieu of bond, in the principal amount equal to 125% of the estimated costs of the landscape and drainage Improvements for the Project shall be deposited with City at the time of issuance of the building permit by Boatworks Development Company to insure the full, complete and faithful construction of those improvements described in the Plans. Said bond, or other security, shall be in force until all Improvements have been completed and the terms of this Agreement complied with to the reasonable satisfaction of the City. The City may draw down the payment and performance bond, or other security, with five (5) business days notice, for any violation of the terms of this Agreement, or to reimburse itself for costs incurred in performing obligations Boatworks Development Company has defaulted on, or to pay outstanding, past due costs Boatworks Development Company has incurred under this Agreement.

5. It is agreed that Boatworks Development Company shall construct, or contract to have constructed, all Improvements. The City and Boatworks Development Company agree to assign the costs for the following items as outlined below:

City cost responsibilities:

- a. Installation of new walkways around the upper/lower marina;
- b. Install new lighting around park marina;
- c. Any repair or upgrading of marina sea wall;
- d. Removal and/or replacement of the volleyball courts;

- e. Any repair or adjustment of the height of the bridge over the marina;

Boatworks Development Company cost responsibilities:

- a. Repavement of Grove Lane and parking area including curbing;
- b. Repair irrigation system damaged by grading and parking lot construction;
- c. Construct a new beach house based on design to be approved by, City staff, and related utility services;
- d. Removal and/or relocation of landscaping;
- e. Construction of sidewalks and boardwalks;
- f. Construction of the storm water detention pond;
- g. Construction of parking lot lighting in parking area landscape median and to the east of the median.

Boatworks Development Company shall initially pay for the cost of all Improvements, except items c, d and e of city's cost responsibilities set forth above, and will submit an invoice (or other proof of cost) of Improvements to be paid for by the City; however, the City shall approve Improvements to be paid for by City prior to construction. The City shall make such reimbursement within 60 days of receipt of said invoice or proof of payment.

6. Boatworks Development Company agrees to assume maintenance responsibility and snow removal for the parking lot area and that portion of Grove Lane all as indicated on attached Exhibit B. The City will assume responsibility for maintenance and snow removal of the portion of Grove Lane north and west of the marina. Snow piles shall not be allowed to occupy parking spaces, in order to ensure that the required number of spaces are available at all times during the year.

7. Boatworks Development Company agrees and covenants to hold the City harmless of and from any and all manner of claims or liability which may be asserted against it by any person on account of any loss, damage or other matter sustained during, arising out of, or as a result of any aspect of the Project, including but limited to its planning, implementation, construction, maintenance and operation.

8. It is specifically agreed that all the Project and Improvements to the Property shall be constructed, maintained and operated in compliance with all laws, ordinances, regulations and specifications of City, Hennepin County, the State of Minnesota, and the United States of

America, which compliance shall be determined by the City Manager, City Building Inspector, City Engineer and/or City Attorney, as applicable.

9. Failure of Boatworks Development Company to adhere to and abide by the obligations herein in a material way shall be a default. In the event such a default City shall have such following specific remedies as are applicable under the circumstances:

- A. City may exercise all of its rights and remedies previously described herein, and may exercise its rights of amendment or cancellation of the Permit as described in the Permit; and/or
- B. City, its officers, employees or authorized agents may enter upon said Property and correct the default or such part or parts thereof as shall be correctable all at the expense, of Boatworks Development Company, which shall be reimbursed to the City immediately upon request, including reasonable attorneys' fee; and/or
- C. City may restrain by injunction or other appropriate legal process a threatened default or may seek similar redress to compel correction of any existing default by the defaulting party, with Boatworks Development Company reimbursing the City for all enforcement costs, including reasonable attorneys' fees; and/or
- D. City may seek any other judicial relief as may be available and appropriate.

10. Boatworks Development Company hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all necessary work and/or inspections required under this Agreement.

11. Except as otherwise specified herein, Boatworks Development Company shall pay all costs incurred by it or the City in conjunction with the Project, including but not limited to Minnehaha Creek Watershed District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Project, the preparation of this Agreement and all costs and expenses incurred by the City in monitoring and inspecting the progress of the Project.

12. Boatworks Development Company represents to the City that to the best of its knowledge that the Project is not of "metropolitan significance" and that an environmental impact statement is not required. If the City or another governmental entity or agency determines that such a review is needed, however, Boatworks Development Company shall prepare it in compliance with legal requirements so issued from said agency. Boatworks Development Company shall reimburse the City for all expenses, including staff time and attorney's fees, that the City necessarily incurs in assistance in the preparation of the review.

13. Only Boatworks Development Company shall have recourse against the City under this Contract.

14. Boatworks Development Company may not assign this Agreement without written consent of the City Council. This Agreement shall run with the land and may be recorded against the title to the Property. After Boatworks Development Company has completed the work required of it under this Agreement, at Boatworks Development Company's request, the City will execute and deliver to Boatworks Development Company a Certificate of Completion in recordable form evidencing performance by Boatworks Development Company of its obligations hereunder, subject to any representation or warranties which may be in effect subsequent to the date of completion. Any obligations imposed by this Agreement not certified as having been satisfied in such Certificate of Completion, and all warranties and representations of Boatworks Development Company shall remain the ongoing obligation of Boatworks Development Company and its successors and assigns.

15. Required notices to Boatworks Development Company shall be in writing, and shall be either hand delivered to Boatworks Development Company, its employees or agents, or mailed to Boatworks Development Company by certified or registered mail at the following address:

Boatworks Development Company
445 East Lake Street
Wayzata, 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 mail in care of the City Manager at the following address:

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

16. Boatworks Development Company shall pay a sanitary sewer and water connection charge based on the Metropolitan Council Environmental Services (MCES) SAC Units as determined by the MCES. Boatworks Development Company shall be responsible for any increase in the fees due at the time of paying the fees to the City and the MCES, and the fees may change to reflect the City and MCES rates in effect at the time the building permit is issued and the fee paid. The fees are calculated as follows, based upon existing rates:

To City:	
Water	\$1,500.00 Per Sewer Availability Charge Unit
Sanitary	
Sewer	\$350.00 Per Sewer Availability Charge Unit

To MCES:

SAC Charge \$950.00 Per Sewer Availability Charge Unit

The number of sewer availability charge units in the Project shall be determined pursuant to regulations and procedures of the MCES.

17. Erosion control measures provided by Plan D shall be immediately implemented, inspected and approved by the City. The City may impose reasonable additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations, with the exception of those areas to be covered by an impervious surface or built upon, shall be reseeded (weather permitting) immediately after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the development does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may cause its agents to enter the Property and take appropriate erosion control actions, at Boatworks Development Company's expense. Except in emergency situations, the City shall notify Boatworks Development Company in advance of taking any such action and shall provide Boatworks Development Company a reasonable opportunity to cure its default, not to exceed thirty (30) days. If Boatworks Development Company does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the bond to pay any costs. No development will be allowed and no building or occupancy permits will be issued unless the development is in full compliance with the erosion control requirements.

18. Prior to issuance of any certificate of occupancy, Boatworks Development Company shall remove from the Property any excess soil, earth or debris resulting from construction work by Boatworks Development Company as directed by the City.

19. Boatworks Development Company agrees that prior to or during site redevelopment work, it shall completely remove all hazardous waste, and contaminated soil and ground water from the Property, if any, to the extent required by the Minnesota Pollution Control Agency.

20. Boatworks Development Company warrants all work required to be performed by it pursuant to this Agreement against poor material and faulty workmanship for a period of two (2) years after substantial completion is certified by Boatworks Development Company. Any repairs or replacements shall be warranted for twelve (12) months from the time of construction or installation. All trees, grass, sod or ornamentals shall be warranted to be alive, of good quality, and disease free for twenty-four (24) months after planting. Boatworks Development Company further warrants that no changes in the structure or form of the improvements to the Property shown on the Plans shall be made unless this Agreement is amended by both parties.

21. Failure of City to adhere to and abide by its obligations herein in a material way shall be a default. In such case Boatworks Development Company may enforce the terms and conditions of this Agreement by any relief or proceeding, either in law or equity, available to it, or, at its election, not proceed with the Project or the improvements.

22. Each party has carefully reviewed the terms and Conditions of this Agreement and each agrees that such terms and conditions are reasonable. It is the present intention of the City Council not to alter or amend the land use rights provided to Boatworks Development Company herein, other than through the remedy provisions of this Agreement, and the City Council further acknowledges and agrees that it will not treat these negotiated land use rights in an arbitrary or capricious fashion.

23. In the event any one or more terms of this Agreement shall be held to be void or unenforceable by any court of competent jurisdiction for any reason such clauses or paragraphs shall be deemed to be null and void so long as the effect thereof is not substantially to alter the terms of this Agreement and the respective rights of the parties to the consideration herein provided, and all other provisions of this Agreement shall remain valid and in full force and effect.

24. Any waiver by one party of a breach of this Agreement by the other party shall not be deemed to be a waiver of any subsequent breach nor any estoppel to enforce its rights for subsequent breach.

25. This Agreement shall be recorded in the appropriate Hennepin County land records by Applicant at Applicant's expense. A recorded copy shall be provided to the City.

26. This Agreement shall be governed by and construed according to the laws of the State of Minnesota; and it shall be binding upon and inure to the benefit of the administrators, executors, heirs, assigns and successors of the respective parties hereto.

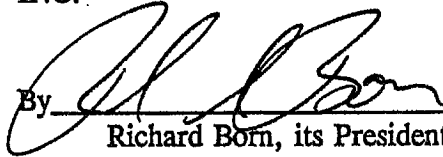
27. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original and all of which shall constitute one and the same Agreement.

28. This Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreements or representations.

[NEXT PAGE IS SIGNATURE PAGE]

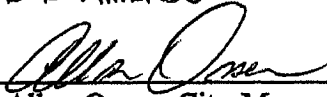
IN WITNESS WHEREOF, the parties hereto have caused the foregoing Development Agreement to be executed the day and year first above written.

BOATWORKS DEVELOPMENT COMPANY,
INC.

By 
Richard Born, its President

CITY OF WAYZATA, a Minnesota municipal
corporation

By 
~~Barry Petit, Mayor Protem~~
Bob Ambrose

By 
Allan Orsen, City Manager

STATE OF MINNESOTA }
COUNTY OF Hennepin } ss.

The foregoing instrument was acknowledged before me this 26 day of March, 1997, by ~~Barry Petit~~ and Allan Orsen, respectively the Mayor and City Manager, of City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

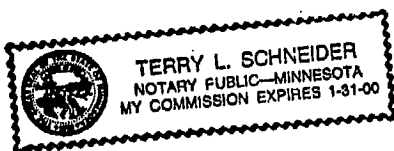
Bob Ambrose, Mayor Protem

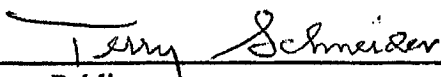

Notary Public



STATE OF MINNESOTA }
COUNTY OF Hennepin } ss.

The foregoing instrument was acknowledged before me this 22nd day of January, 1997, by Richard Born the President of Boatworks Development Company, a Minnesota corporation, on behalf of the corporation.




Notary Public

This instrument drafted by:
Paul E. Kaminski
BEST & FLANAGAN
Professional Limited Liability Partnership
4000 First Bank Place
601 Second Avenue South
Minneapolis, MN 55402-4331

EXHIBIT/PLAN LIST

Exhibit A	-	PUD/CUP Permit
Exhibit A-1	-	Legal Description of Property
Plan A	-	Site and Utility Plan
Plan B	-	Grading Plan
Plan C	-	Landscape Plan
Plan D	-	Erosion Control Plan
Plan E	-	Improvements
Exhibit B	-	Maintenance/Snow Removal Area

Exhibit A

**CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA**

PLANNED UNIT DEVELOPMENT/CONDITIONAL USE PERMIT

1. Permit. Subject to the terms and conditions set forth herein, the City of Wayzata ("City") hereby grants the following to Boatworks Development Company, Inc., a Minnesota corporation ("Applicant") for:

- a. Planned Unit Development/Conditional Use Permit (PUD/CUP) for the Minnetonka Boatworks and City marina and beach area including Concept Plan and General Plan of Development approval.
- b. CUP for Marina and Restaurant uses.
- c. Shoreland Impact Plan/Conditional Use Permit for impervious surface coverage.
- d. Shoreland Impact Plan/Conditional Use Permit/Variance for the beach bathhouse and deck setbacks.
- e. Floodplain Conditional Use Permit for filing/removal within the floodplain.
- f. CUP to allow reduced number of required parking spaces, off-site parking spaces on Shaver/McCarthy site and for joint facilities use.
- g. Deviations as allowed by the PUD/CUP process from the parking lot design standards, including setback of 10 feet from property lines, parking ingress and egress on Grove Lane right-of-way, and eighteen foot parking stalls on interior parking lot.

2. Property. The permit is for the following described property ("Property") located in the City of Wayzata, Hennepin County, Minnesota:

See "Exhibit A-1" attached, except that the restaurant itself shall only be located on Parcel 1 ("Boat Works Site"), located at 294 East Grove Lane, Wayzata, Minnesota as outlined on attached Exhibit A-1.

3. Conditions. The permit is issued subject to the following conditions:

- A. The project ("Project") shall be constructed and operated according to Exhibit B-1 attached hereto and in accordance with the Development

Agreement of even date herewith between Applicant and the City ("Development Agreement"). The restaurant located on the Boat Works Site shall be a full service restaurant with a total square footage not to exceed 6,300 SF. Such restaurant may open no earlier than 5:00 a.m., but may not serve beer, wine or liquor before 9:00 a.m. Such restaurant shall close no later than:

Except holidays, Monday	11:00 p.m.
Except holidays, Tuesday	11:00 p.m.
Except holidays, Wednesday	11:00 p.m.
Except holidays, Thursday	11:00 p.m.
Friday	1:00 a.m.
Saturday	1:00 a.m.
Sunday	Midnight
On holidays	Midnight

Notwithstanding the restaurant closing hours stated above, restaurant users arriving by boat shall only be allowed to dock at the dock up until one hour before restaurant closing time. Thereafter no additional boats shall be allowed to dock. Boats which have docked in accordance with this limitation may remain until the restaurant closing hour.

- B. The restaurant may serve wine, beer or liquor according to City licenses when and if applied for and issued by the City in accordance with applicable City and State regulations. Any bar area shall be limited to 18 seats. It is anticipated that the selected restaurant operator will be applying for a liquor license.
- C. The City and Applicant agree to enter into a permanent joint cross easement for joint use of parking and pedestrian access over all parking areas, sidewalks and trails on the Property and City Park properties as shown in Exhibit C-1 except those spaces shown on Exhibit D-1 shall be dedicated for beach/marina use only. In addition, City and Applicant shall enter into a pedestrian easement along the lake shore from the beach area to the Depot property. In consideration of the City granting said easement, Applicant agrees to construct a new bath house as shown in Exhibit E-1, construct a new storm water detention pond, regrade and repave the parking and road areas, repair the lawn sprinkler system, and replace or relocate landscaping all as shown on Exhibit B-1. Said easements shall be recorded against and run with the land and be drafted by the City Attorney. The parties agree that if Applicant defaults under the Development Agreement for the Project or the terms of this Permit, and fails to cure said default within an applicable cure period, then Applicant's rights under the easements shall terminate, although the City's

easement rights over Applicant's property shall remain. The easements are attached as Exhibits F-1 and G-1.

- D. The two portions of the Property described respectively, on attached Exhibit A-1, as the "Boat Works Site" and the "Shaver & McCarthy Site" shall be considered for the purposes of this PUD/CUP Permit, as integrated property such that there may be no change in ownership or use of either site without the adoption of a new conditional use permit, or such other necessary City requirements or necessary approval from the City Council. The two sites are integrated in that the Shaver & McCarthy Site provides overflow and employee parking for the restaurant use on the Boat Works Site. The Shaver & McCarthy Site shall not be considered as part of a future redevelopment area unless said redevelopment includes a parking ramp that allocates at least 72 parking spaces for use by the Boat Works site. Applicant agrees to participate in any redevelopment efforts relating to the properties north of Lake Street and west of Barry Avenue. Applicant also acknowledges that if the redevelopment plans include a public parking ramp, Applicant's cost participation will take into consideration the inclusion of the required 72 parking spaces needed for the Project and/or parking required for the expanded restaurant option. Applicant agrees that the Property shall not be put to a more intensive use (including expansion of the restaurant) without addressing the parking shortage to the satisfaction of the City.
- E. Should the City find that a parking problem exists subsequent to the completion of the Project, the City has the right to require the Applicant to install at Applicant's expense all or a portion of the "proof of parking" stalls as shown on Exhibit H-1. Applicant understands that the westerly portion of Grove Lane is now a one-way street, and that it is the City's intention to maintain the one-way arrangement up to the point of the proposed new cul-de-sac as shown in Exhibit B-1. Applicant agrees to reconstruct Grove Lane as shown on Exhibit B-1, in compliance with construction standards provided by the City, at Applicant's sole expense.
- F. Permanent dockage shall continue to be subject to and licensed under Lake Minnetonka Conservation District standards and procedures, and the standards and procedures of other government units with jurisdiction, if any, and none of the obligations or the parties hereto shall be conditional upon such licensing or regulation. Applicant shall at all times remain in compliance with the requirements of the Lake Minnetonka Conservation District and the standards and procedures of other government units with jurisdiction, if any.
- G. No more than 25 "transient" boats shall be parked in slips at the Property at one time. "Transient boat parking" shall be designated within the

"dock use area" which area shall be shown on the final plans. All other permitted boat slips shall be available only for the seasonal use of a single specified user for each such slip. No restaurant transient parking shall be permitted on either side of the most westerly dock located on the Property.

- H. There shall be no boats stored on the Shaver & McCarthy Site, with the exception of the temporary location of boats from the Boat Display/Public Gathering Area of the Boat Works Building during special events held during non-peak times (evenings and week-ends).
- I. Proper permits shall be obtained for movement of all oversized boats on the public roads.
- J. No loud music or other noxious noise shall be allowed to emanate from the Property at any time. Between 10:00 p.m. and 7:00 a.m. Minnesota Pollution Control Agency (MPCA) Noise Pollution Control standards and/or applicable City Ordinances shall limit noise from the restaurant on the Boat Works Site, or other locations on the Property, as measured in accordance with the applicable standard or ordinance. Noise shall be measured by the MPCA at the request of the City, but at no expense to the City. If the MPCA declines to provide such measurements at no cost to the City, the City may employ, at Applicant's cost, an agency or individual to make such measurements, but no more often than three times in any calendar year. In the event any noise measurements evidence a violation of MPCA standards, Applicant shall erect suitable improvements on the perimeter of the Property to avoid future violations, or reduce or eliminate the noise generating activity.
- K. To further control noise emanating from the Property, Applicant shall have one employee with security authority assigned to monitor activity on the Property, including, but not limited to, boat noise, marina activity and parking lot activity.
- L. The most westerly dock shall have no boat parking, transient or otherwise on its westerly side. City shall have the right to attach the Wayzata Beach buoys to the lake end of such westerly dock to keep boats away from the Wayzata Beach.
- M. Applicant shall clean up the Property and properly dispose of litter generated by Applicant's use of the Property, whether such litter is located on the Property, off the Property or on Lake Minnetonka so as to keep the area neat and clean. Applicant shall not permit a nuisance to exist at the site.

- N. Applicant agrees that this PUD/CUP limits the restaurant on the Boat Works Site to a total of 6,300 SF. The reserved space of 3,000 SF (which is not included in the 6,300 SF) can only be converted to restaurant space upon the action of the City Council as an amendment to this PUD/CUP. The City acknowledges that it may, but is not obligated to give consideration to such conversion when and if a parking ramp is constructed on the north side of Lake Street west of Barry Ave. Applicant may leave this space vacant or convert it to office/retail use upon meeting applicable City Code Requirements.
- O. Applicant agrees to limit the seating area where food service is available on the public deck area (south side of the east wing) to no more than one-half of the deck area and limit any food service to after 5:30 p.m. on week days and 10:00 a.m. on week ends.
- P. The PUD/CUP for Marina and Restaurant uses is issued specifically for the Project and for no other project. Any material change, in the sole opinion of the City, in the use or structure of the Property from that described on Exhibit B-1 shall obligate Applicant, or its successor in title, to apply for and obtain an amendment to the Conditional Use Permit.
- Q. The CUP shall be subject to amendment or cancellation by the City if Applicant fails to comply with any conditions set forth herein or fails to complete or maintain the Improvements as provided in Exhibit B-1 or fails to comply with the terms of the Development Agreement for the Project.
- R. It is specifically agreed that the Property and all improvements on the Property shall be constructed, maintained and operated in compliance with all laws, ordinances, regulations and specifications of City, Hennepin County, the State of Minnesota, and the United States of America, which compliance shall be determined by the City Manager, City Building Inspector, City Engineer and/or City Attorney, as applicable.
- S. The City staff shall approve the final plans and specifications for building, drainage, curb and gutters, parking lot and landscape.
- T. The Applicant shall obtain any required approvals of the Minnesota Department of Natural Resources, Minnehaha Creek Watershed District, and other relevant governmental agencies, if any, to the Project.
- U. The Applicant shall perform all of its obligations hereunder.
- V. The Applicant shall redesign and construct the pedestrian connection to the Depot property by moving the access closer to the shoreline (than as proposed to the Council at its October 15, 1996 meeting). Said plans

shall be submitted to City staff for approval. The cost responsibility of Applicant for construction costs associated with the Depot property shall be limited to an amount reasonably necessary to complete said work.

- W. The area between the upper lagoon and the west edge of the parking lot retained as a pedestrian access along the entire length of the parking lot with a connection to the path near the proposed beach boathouse. The path shall be surfaced with a permeable, hard surface material such as aggregate and adequate tree protection shall be provided.
- X. The bike path shall be removed from the landscaped area north of the Boat Works Site building to provide additional width to the sidewalk directly adjacent to the front of said building.
- Y. Applicant shall design the primary pedestrian/bike access adjacent to the Boat Works Site building with appropriate lighting and landscaping as a promenade that emphasizes this as the primary access to the beach. Said plans shall be submitted to City staff for approval.
- Z. The nine parking spaces facing south adjacent to the storm water pond (as shown in the site plan submitted to the City Council at its October 15, 1996 meeting) shall be removed from the site plan. These nine stalls shall be replaced on the site in accordance with attached Exhibit I-1. Plans for said parking changes shall be submitted to City staff for approval.
- AA. Landscaping shall be provided along the Lake Street edge of the Shaver & McCarthy Site. Landscape materials and design shall be consistent with the Lake Street streetscape and subject to the review and approval of the City Forester and City Engineer.
- BB. Valet parking shall be available for the restaurant patrons during all hours of operation. All valet parking shall be done at the Shaver & McCarthy Site.
- CC. Restaurant employees and managers shall be required to park in the Shaver & McCarthy Site lot at all times.
- DD. Fifty-seven parking spaces shall be designated as "beach/marina use only" on weekdays from 8:00 a.m. to 5:00 p.m., and an additional 32 parking space designated as "beach/marina use only" on the weekends, all as shown on attached Exhibit J-1. At least ten of the west parking spaces adjacent to the beach shall be signed as "beach/marina use only" all year, 24 hours per day. The responsibility for policing said stalls shall be that of the Applicant.

- EE. Chemicals, including but not limited to gasoline, oil, grease, paint and solvents, shall be properly stored and disposed of in accord with Minnesota PCA laws, rules and regulations.
- FF. Applicant shall allow public access through the common area of the building located on the Boat Works Site for access to Lake Minnetonka and to the public portion of the second floor deck on the south side of the east wing for general seating and viewing of Lake Minnetonka during normal business hours.
- GG. Both parties acknowledge that at the time of execution of this Agreement the necessary easements from Burlington Northern Railroad have not been obtained. Boatworks Development Company agrees to continue to negotiate in good faith with the railroad to obtain the necessary easements over the approximately eight foot wide strip of land owned by the railroad. If as of September 1, 1997, such negotiations are unsuccessful, the City agrees to allow the construction of Alternative Parking Plan B, as shown in Exhibit K-, on the condition that item #A of the Planned Unit Development/Conditional Use Permit be modified to change the maximum size of the restaurant to 5,000 SF, and the office square footage of the east wing to no more than 9,700 SF.

4. Default by Applicant. Failure of Applicant to adhere to and abide by the obligations herein shall be a default. In the event of such default City shall have such following specific remedies as are applicable under the circumstances:

- A. City may exercise all of its rights and remedies previously described herein, including amendment or cancellation of this Conditional User Permit; and/or
- B. City, its officers, employees or authorized agents may enter upon said Property and correct the default or such part or parts hereof as shall be correctable all at the expense of Applicant, which shall be reimbursed to the City immediately upon request, including reasonable attorneys' fees; and/or
- C. City may restrain by injunction or other appropriate legal process a threatened default or may seek similar redress to compel correction of any existing default by the defaulting party, with Applicant reimbursing the City for all enforcement costs, including reasonable attorneys' fees.
- D. City may seek any other judicial relief as may be available and appropriate.

5. Default by City. Failure of City to adhere to and abide by its obligations herein shall be a default. In such case Applicant may enforce the terms and conditions of this Conditional Use Permit by any relief or proceeding, either in law or equity, available to it, or, at its election, not proceed with the Project or the Improvements.

6. Reliance. Each party has carefully reviewed the terms and conditions and each agrees that such terms and conditions are reasonable. It is the present intention of the City Council not to alter or amend the land use rights provided to Applicant herein, other than through the remedy provisions of this Agreement, and the City Council further acknowledges and agrees that it will not treat these negotiated land use rights in an arbitrary or capricious fashion.

7. Severability. In the event any one or more terms of this Conditional Use Permit shall be held to be void or unenforceable by any court of competent jurisdiction for any reason such clauses or paragraphs shall be deemed null and void so long as the effect thereof is not substantially to alter the terms of this Agreement and the respective rights of the parties to the consideration herein provided, and all other provisions of this Conditional Use Permit shall remain valid and in full force and effect.

8. Waiver. Any waiver by one party of a breach of this Agreement by the other party shall not be deemed to be a waiver of any subsequent breach nor any estoppel to enforce its rights for subsequent breach.

9. Recordation. This PUD/CUP must be recorded by Applicant, at Applicant's cost with a recorded copy provided to the City. This permit shall run with the land, until terminated, and shall be binding upon subsequent owners of Property.

10. Governing Law. This PUD/CUP shall be governed by and construed according to the laws of the State of Minnesota; and it shall be binding upon and inure to the benefit of the administrators, executors, heirs, assigns and successors of the respective parties hereto.

[NEXT PAGE IS SIGNATURE PAGE]

Date this 26th day of March, 1997.

CITY OF WAYZATA

By Bob Ambrose
Bob Ambrose, Mayor Protem

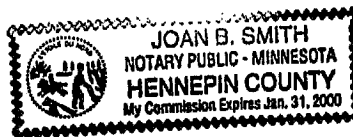
By Allan Orsen
Allan Orsen, City Manager

STATE OF MINNESOTA }
COUNTY OF Hennepin } ss.

The foregoing instrument was acknowledged before me this 26th day of March, 1997 by ~~Barry Petit, Mayor~~, and by Allan Orsen, City Manager of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

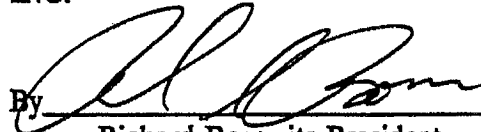
Bob Ambrose, Mayor Protem

Joan B. Smith
Notary Public



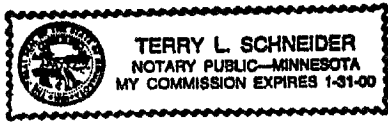
Date this 22nd day of January, 1997.

BOATWORKS DEVELOPMENT COMPANY,
INC.

By 
Richard Born, its President

STATE OF MINNESOTA }
COUNTY OF Hennepin } ss.

The foregoing instrument was acknowledged before me this 22nd day of January, 1997, by Richard Born the President of Boatworks Development Company, a Minnesota corporation, on behalf of the corporation.




Notary Public

This instrument drafted by:

Paul E. Kaminski
BEST & FLANAGAN
Professional Limited Liability Partnership
4000 First Bank Place
601 Second Avenue South
Minneapolis, MN 55402-4331

CERTIFICATION

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

I hereby certify that the foregoing PUD/CUP is a true and correct copy of the permit presented to and adopted by the City Council of the City of Wayzata at a duly authorized meeting thereof held on the 25th day of March, 1997, as shown by the minutes of said meeting in my possession.



City Clerk

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

File No.: 10992

File Name: Minnetonka Boatworks

LEGAL DESCRIPTION

Parcel 1

Tract C, Registered Land Survey No. 959, according to the plat thereof on file and of record in the office of the Registrar of Titles, in and for Hennepin County, Minnesota.

Torrens Property

Torrens Certificate No. 836148

All that part of Lot 26, Auditor's Subdivision No. 184, described as follows:
Beginning at the most Southerly corner of Tract D, Registered Land Survey No. 959, files of the Registrar of Titles, Hennepin County, Minnesota; thence South along the East line of said Lot 26 to the Southeast corner thereof; thence West along the South line thereof 17 feet; thence Northeasterly to the point of beginning.

Abstract Property

All that part of Grove Street vacated lying Easterly of a line drawn from the Southeast corner of Tract A, Registered Land Survey No. 959, files of Registrar of Titles, Hennepin County, Minnesota, to the most Northerly corner of Tract B, said Registered Land Survey No. 959, and there ending, according to the recorded plat thereof.

Abstract Property

Parcel 2

All that part of the tract of land hereinafter described lying East of the Northerly extended East line of lot 17, Auditor's Subdivision 184, and West of the Northerly extended West line of Lot 11, Auditor's Subdivision 184, said tract of land begin described as follows, to wit;

Commencing at the Northeast corner of Lot 11, Auditor's Subdivision 184, Hennepin County, Minnesota; thence West along the North line of Lot 11 and an extension thereof a distance of 315.85 feet; thence South a distance of 142.6 feet to the Northeast corner of Lot 18; thence West along the North line of Lot 18 a distance of 50 feet to the Northwest corner of said Lot 18; thence

South along the West line of Lot 18 a distance of 2.6 feet; thence West parallel with the South line of Lot 19 a distance of 7 feet; thence North parallel with the West line of Lot 10 to the point of intersection with the Easterly extended South line of Lot 4, Auditor's Subdivision 184; thence East along the Easterly extension of said South line of Lot 4, Auditor's Subdivision 184 to the point of intersection of said South line of Lot 4, as so extended, with the Westerly line of the Watertown Road; thence Southerly and Southwesterly along the West line of the Watertown Road to the point of beginning.

Abstract Property

That part of Lot 10, Auditor's Subdivision Number 184, Hennepin County, Minnesota, described as follows, to wit: Beginning at a point on the South line of said Lot 10 which is the Northwest corner of Lot 16 of said subdivision; thence Easterly along said South line a distance of 90 feet to a point which is the Southwest corner of Lot 12 of said subdivision; thence North along the West line of Lots 12 and 11 of said subdivision a distance of 142.6 feet to the Northwest corner of Lot 11; thence West along an extension of the North line of said Lot 11, a distance of 90 feet; thence South to the point of beginning, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

Torrens Certificate No. 836149

Lot 12, Auditor's Subdivision Number 184, Hennepin County, Minnesota, except the North 55 feet thereof.

Abstract Property

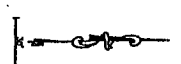
Lot 15, except the East 27 feet front and rear thereof, of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said Lot 15 and the center line of said street and between extensions across it of the side lines of said part of Lot 15.

Lot 16 of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said lot and the center line of said street and between extensions across said strip of land of the side lines of said Lot 16, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

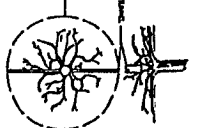
Torrens Certificate No. 836149

Page 319 of 546



- OF 24 SUBJECTS COVER THE FOLLOWING SUBJECTS: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838

THE PROTECTION ZONE	
TYPE DRAINAGE AT A ALONG SEASIDE	SEASIDE DISTANCE FROM ROAD OR RAIL WATER (FEET) *
W-1	2
W-2	4
W-3	6
W-4	8
W-5	12
W-6	15



THESE DRAWINGS ARE NOT FOR SALE OR TO BE REPRODUCED BY ANY PERSONS. ALL THE BEST MATERIALS AVAILABLE FOR THE CONSTRUCTION OF THE MODEL MUST BE USED. THE MODEL MUST BE MADE BY THE STUDENT WHO IS TO BE EXAMINED. THE MODEL MUST BE MADE BY THE STUDENT WHO IS TO BE EXAMINED. THE MODEL MUST BE MADE BY THE STUDENT WHO IS TO BE EXAMINED.

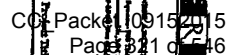
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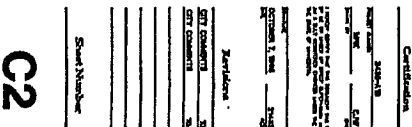
Drawing Title

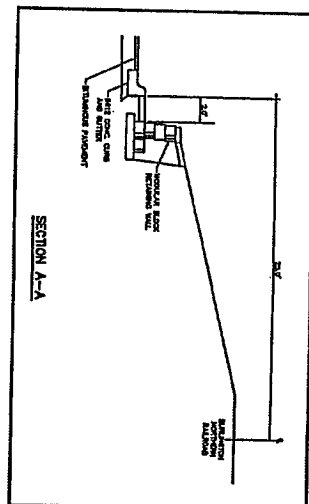
THREE RELOCATION PLAN



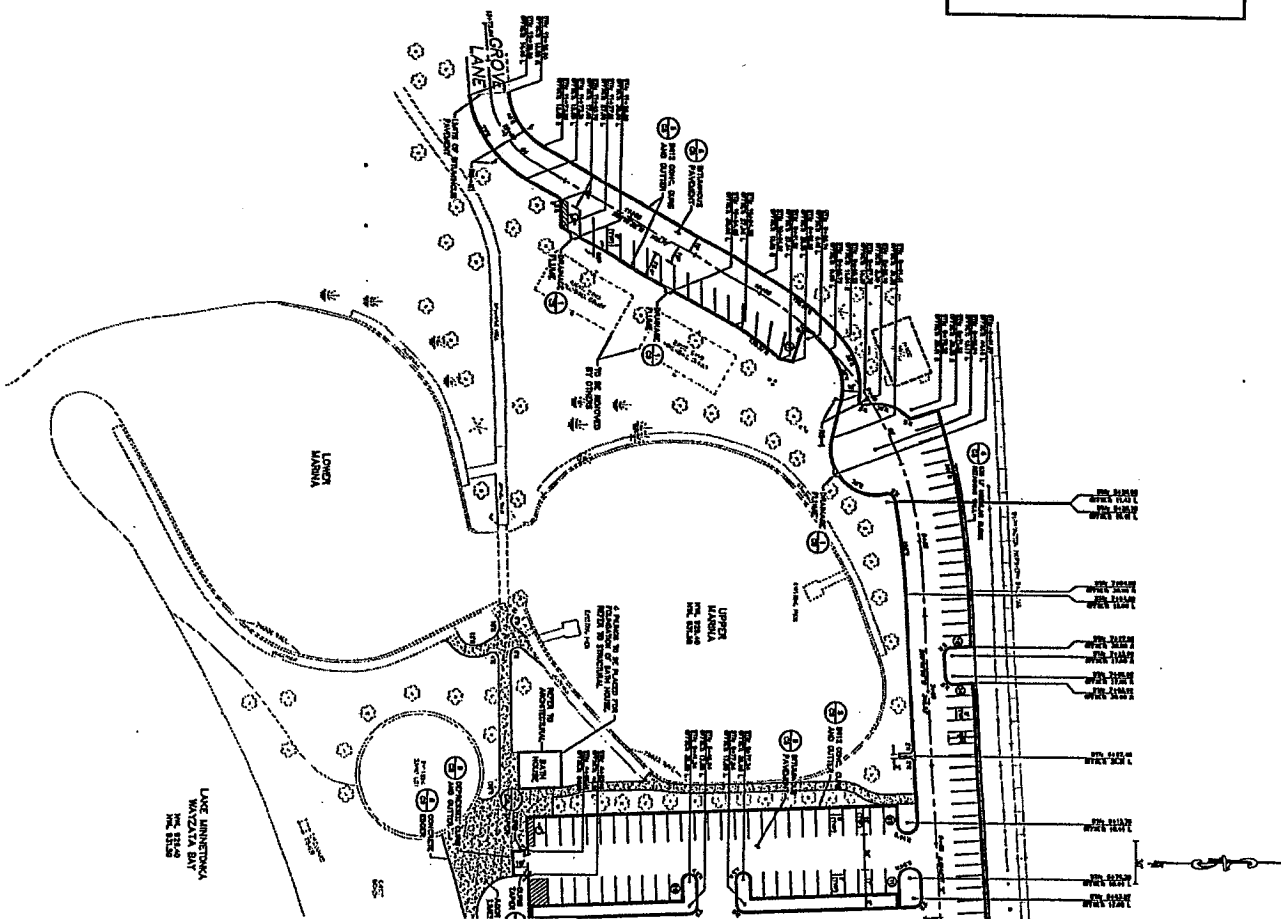
CC-0 Packet 109152015
Page 820 of 546







GRADE	TYPE	FINANCIAL	REAL	CHARGE	MADE	DOCTRIN	COORDINATES
1	1	100000	100000	100000	100000	100000	100000
2	2	200000	200000	200000	200000	200000	200000
3	3	300000	300000	300000	300000	300000	300000
4	4	400000	400000	400000	400000	400000	400000
5	5	500000	500000	500000	500000	500000	500000
6	6	600000	600000	600000	600000	600000	600000
7	7	700000	700000	700000	700000	700000	700000
8	8	800000	800000	800000	800000	800000	800000
9	9	900000	900000	900000	900000	900000	900000
10	10	1000000	1000000	1000000	1000000	1000000	1000000



FOR CONTINUATION OF PLAN - SEE SHEET C2



EROSION AND SEDIMENT CONTROL MAINTENANCE PROGRAM

[illegible]

EROSION CONTROL SCHEDULE

1. **Uniformity in net distribution:** The sales shall be settled as shown in following manner:

a. **Net sales** shall be the net sales after deducting the following items from the gross sales:

i. Sales tax

ii. Excise duty

iii. Freight

iv. Insurance

v. Packing charges

vi. Commission

vii. Discounts

viii. Returns

ix. Bad debts

x. Other deductions

b. **Net sales** shall be divided into two equal parts, one part shall be paid to the dealer and the other part shall be paid to the agent.

c. **Net sales** shall be paid to the dealer and the agent within 15 days of the end of the month.

d. **Net sales** shall be paid to the dealer and the agent in cash or by bank transfer.

e. **Net sales** shall be paid to the dealer and the agent in Indian Rupees.

f. **Net sales** shall be paid to the dealer and the agent in full.

2. **Commission:** The commission shall be 10% of the net sales.

3. **Freight:** The freight shall be paid by the dealer.

4. **Insurance:** The insurance shall be paid by the dealer.

5. **Packing charges:** The packing charges shall be paid by the dealer.

6. **Commission:** The commission shall be paid by the dealer.

7. **Discounts:** The discounts shall be paid by the dealer.

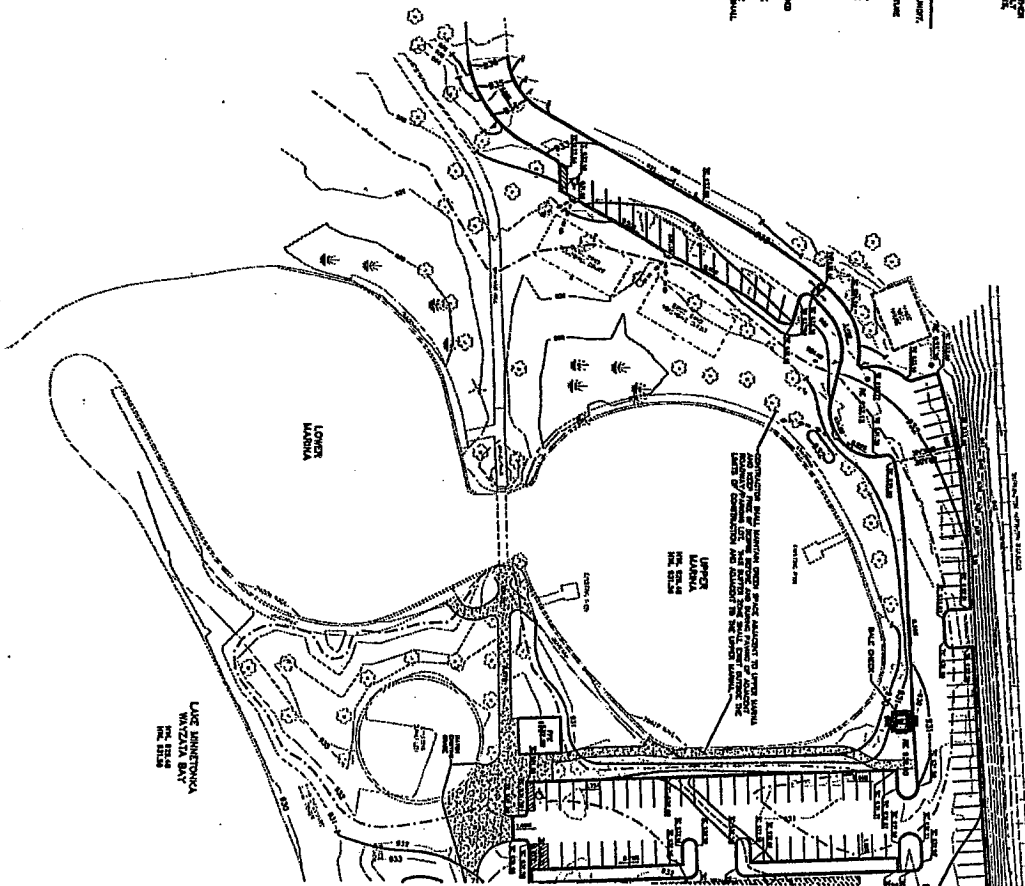
8. **Returns:** The returns shall be paid by the dealer.

9. **Bad debts:** The bad debts shall be paid by the dealer.

10. **Other deductions:** The other deductions shall be paid by the dealer.

10725

MAY CAUSE SEDATING LATE EFFECTS AND MAY LEAD TO REDUCED IN PLACE PROTECT TO AND DURING CONSTRUCTION OF NEW POOL. ONLY AFTER OUTLETS ARE OBTAINING PROPERTY SHALL THEY BE REMOVED.



FOR CONTINUATION OF PLAN - SEE SHEET C4

CC Packet: 09152015
Page: 325 of 546

Project III

MINNETONKA BOAT WORKS

**GRADING
PLAN**

Conclusions

Contributors

24-48-A-55

Discussion

11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474
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Notepad







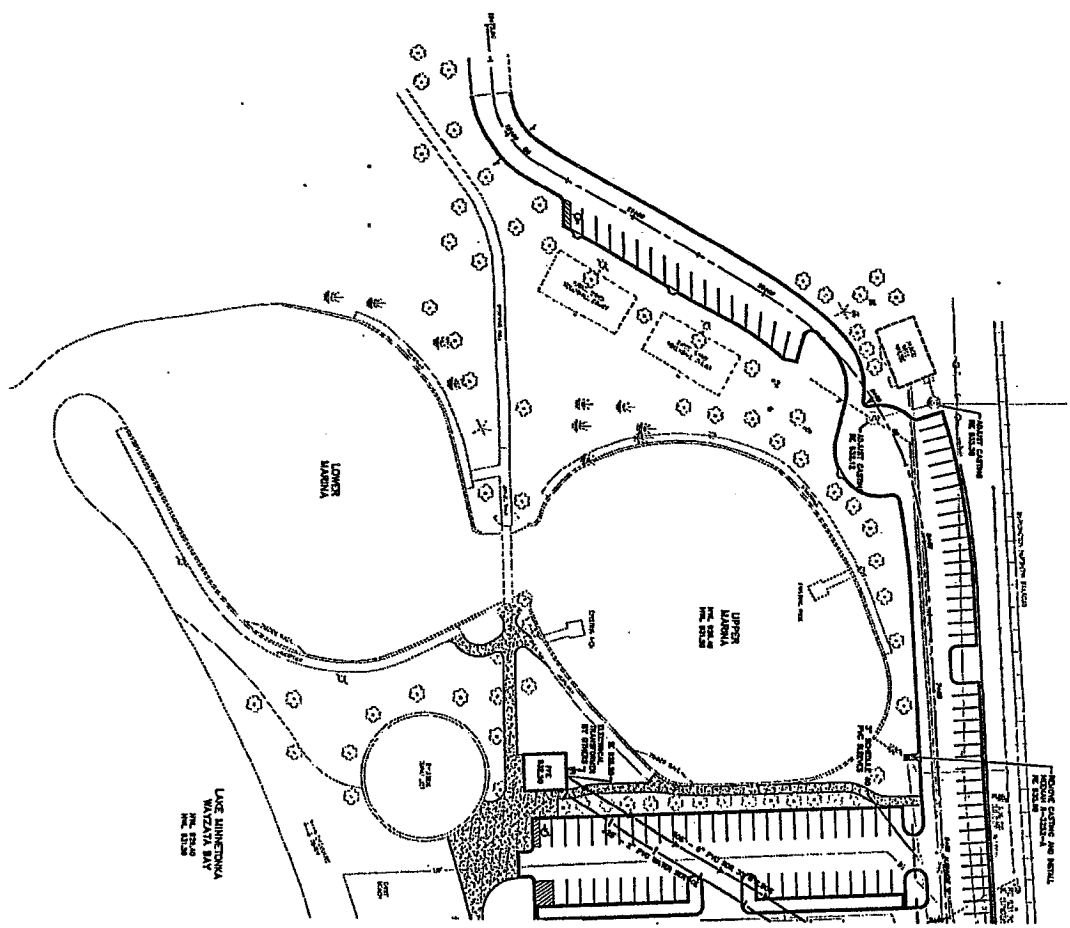
LEGEND

- EXISTING DRAIN VALVE
- EXISTING HYDRAULIC
- EXISTING MANHOLE FOR STORM AND SANITARY SEWER
- EXISTING ELECTRIC WALL
- EXISTING CATCH BASIN
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATERMAIN
- EXISTING UNDERGROUND GAS MAIN
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING CABLE TELEVISION LINE
- EXISTING ELECTRIC
- PROPOSED MANHOLE FOR STORM AND SANITARY SEWER
- PROPOSED CATCH BASIN
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER

UTILITY CONTACTS

UTILITY	CONTACT
SEWERAGE & WATER	SEWERAGE & WATER
ELECTRIC	ELECTRIC
TELEPHONE	TELEPHONE
CABLE	CABLE
PROPOSED	PROPOSED

- NOTES
1. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND NOT REMOVED UNLESS OTHERWISE SHOWN.
 2. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND NOT REMOVED UNLESS OTHERWISE SHOWN.
 3. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND NOT REMOVED UNLESS OTHERWISE SHOWN.
 4. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND NOT REMOVED UNLESS OTHERWISE SHOWN.
 5. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND NOT REMOVED UNLESS OTHERWISE SHOWN.

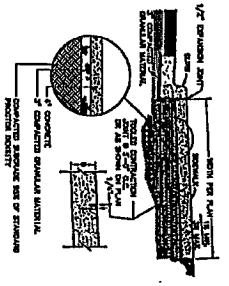


FOR CONTINUATION OF PLAN - SEE SHEET C8

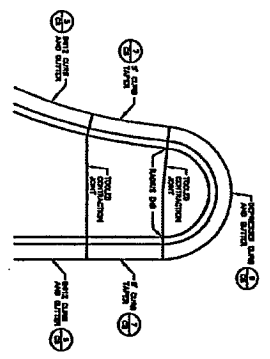
C7

City of Wazvian
City Engineer
City Council
City Clerk
City Auditor
City Treasurer
City Attorney
City Manager
City Director
City Commissioner
City Board of Health
City Board of Education
City Board of Public Works
City Board of Fire
City Board of Police
City Board of Parks and Recreation
City Board of Planning and Development
City Board of Economic Development
City Board of Housing and Community Development
City Board of Transportation and Public Safety
City Board of Cultural and Historical Resources
City Board of Environmental and Natural Resources
City Board of Information Technology
City Board of Intergovernmental Relations
City Board of Legal Affairs
City Board of Public Safety
City Board of Social Services
City Board of Veterans Affairs
City Board of Workers' Compensation
City Board of Youth and Human Resources

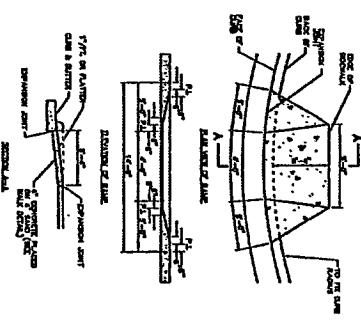




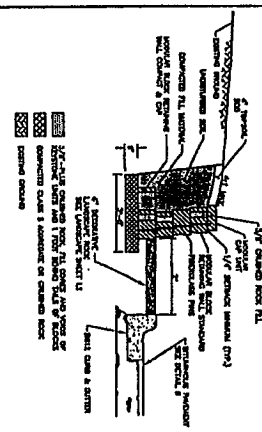
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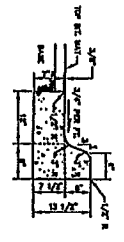
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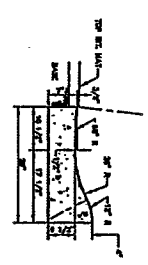
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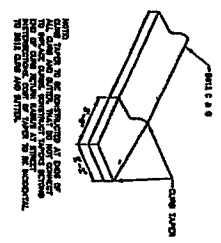
4 RETAINING WALL
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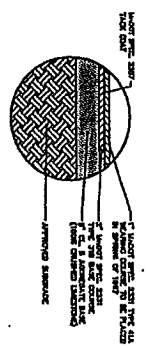
5 BS12 CURB AND GUTTER
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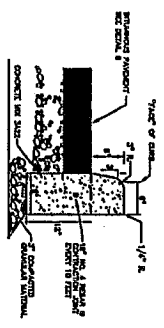
6 MOUNTABLE CURB
NOT TO SCALE



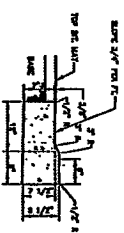
7 CURB TAPER
NOT TO SCALE



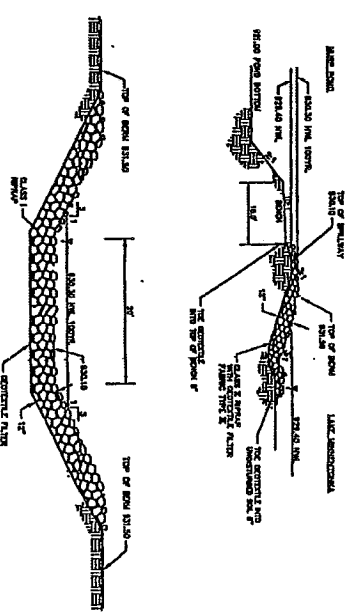
8 PAVEMENT SECTION
NOT TO SCALE



9 BS CURB (ALTERNATE)
NOT TO SCALE

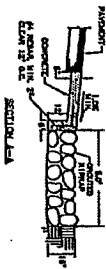
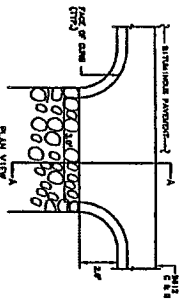


10 DEPRESSED CURB & GUTTER
NOT TO SCALE



11 RIPRAP LINED SPILLWAY
NOT TO SCALE



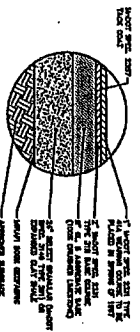


1 DRAINAGE FLUME
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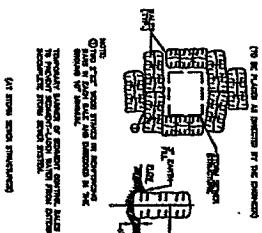
2 WOOD SPLICE DETAIL
NOT TO SCALE

3 CONCRETE SILLWAY
NOT TO SCALE

4 STORM WARE / CATCH BASIN
NOT TO SCALE



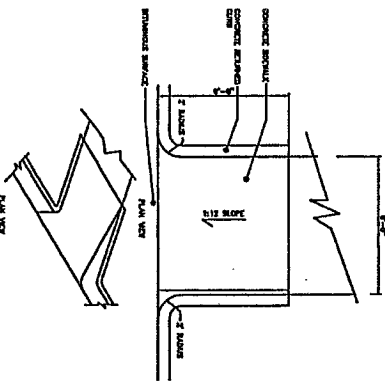
5 SUBJECT SECTION
NOT TO SCALE



6 HAY BALES FOR SEDIMENT CONTROL
NOT TO SCALE

7 CONCRETE SILLWAY
NOT TO SCALE

8 CONCRETE EDGER
NOT TO SCALE



9 RETURNED CURB RAMP
NOT TO SCALE

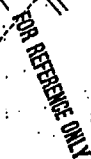
Plan D - Erosion Contron Plan

Refer to Grading Plan (Plan B)

51104

PLAN C LANDSCAPE PLAN

Note: All plant species to be modified to match comments provided by City Forrester, and be subject to his approval prior to installation.

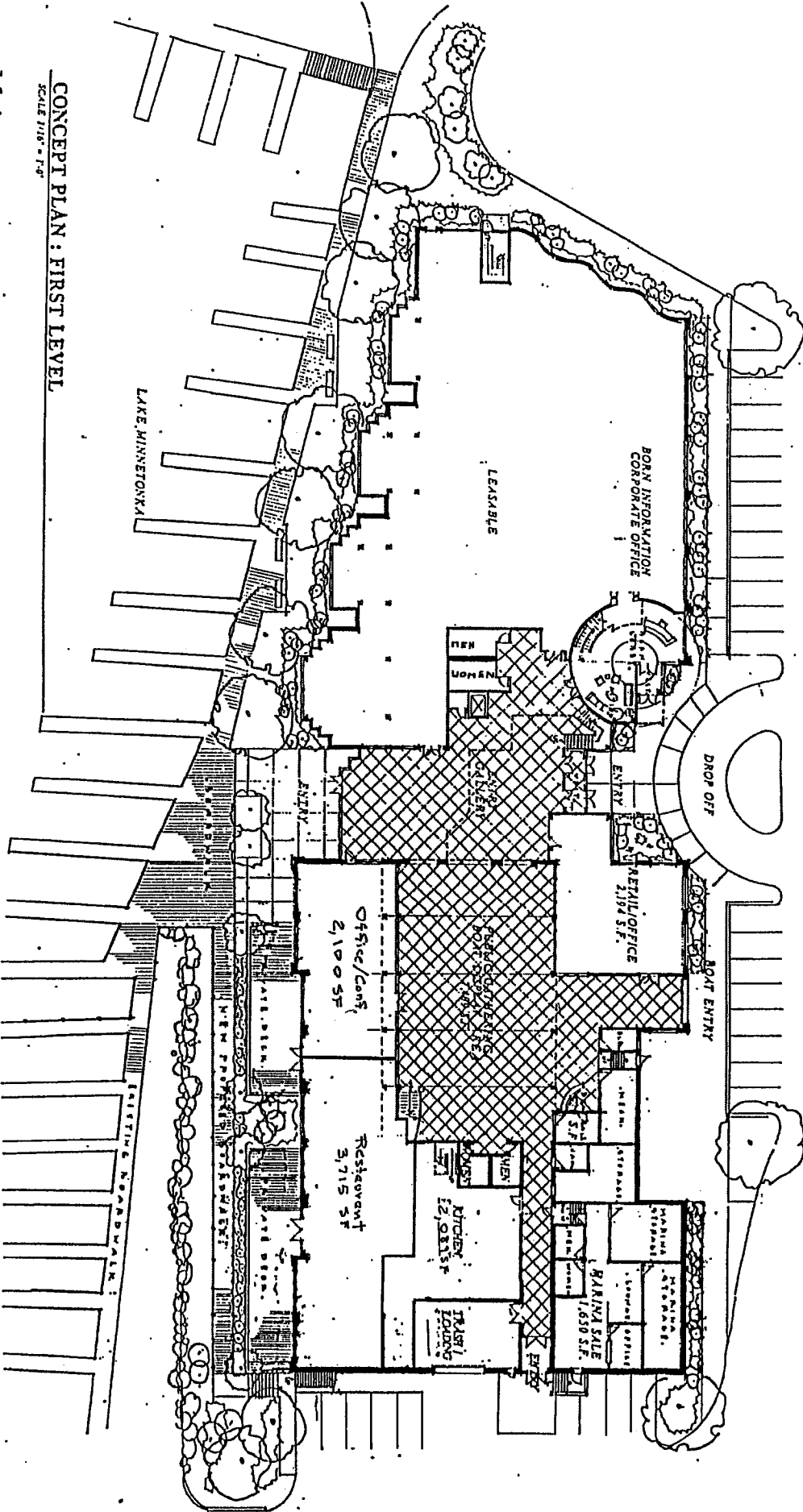
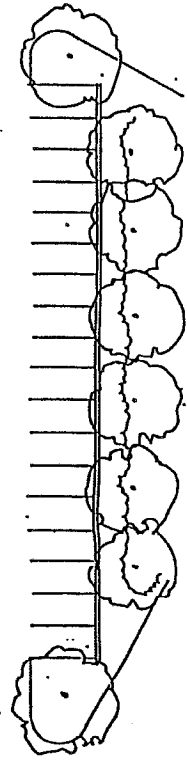


Note: Revised NURP Pond design with boardwalk north of pond rather than over pond to govern.

LAKE MINNETONKA

5

PLANE IMPROVEMENTS



CONCEPT PLAN: FIRST LEVEL
SCALE 1/16" = 1'-0"

Minnetonka Boatworks Project

Boatworks Development Company, Inc.

JULY 21, 1998



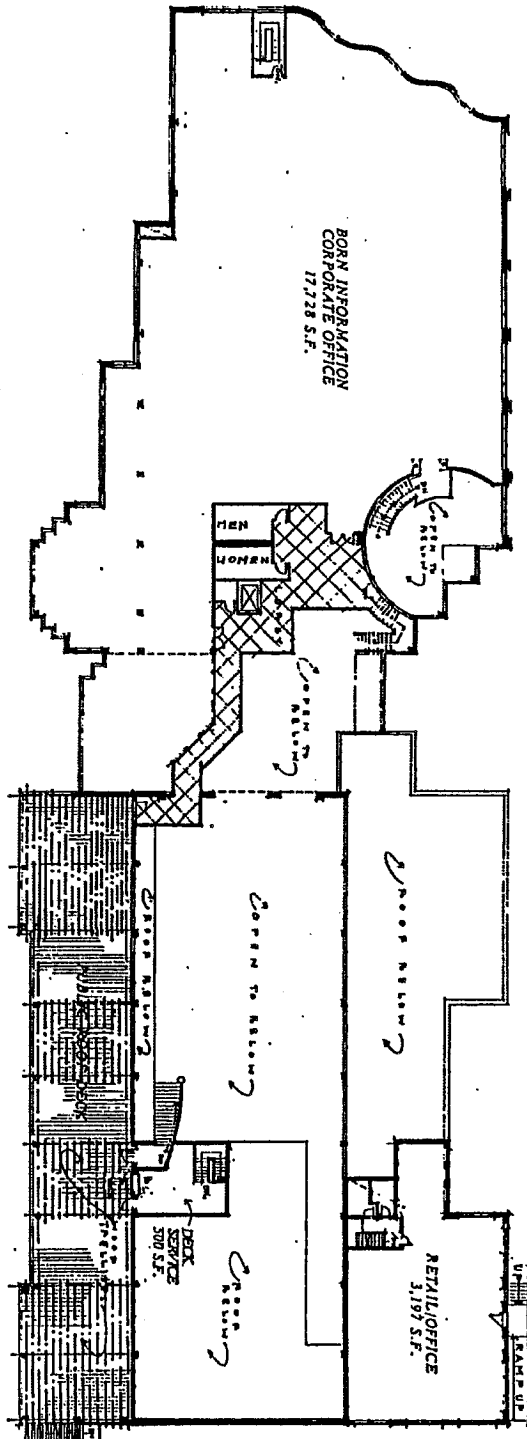
R.A.W. ARCHITECTS INC.

CONCEPT PLAN : SECOND LEVEL

SCALE 1/16" = 1'-0"

Minnetonka Boatworks Project

Boatworks Development Company, Inc.

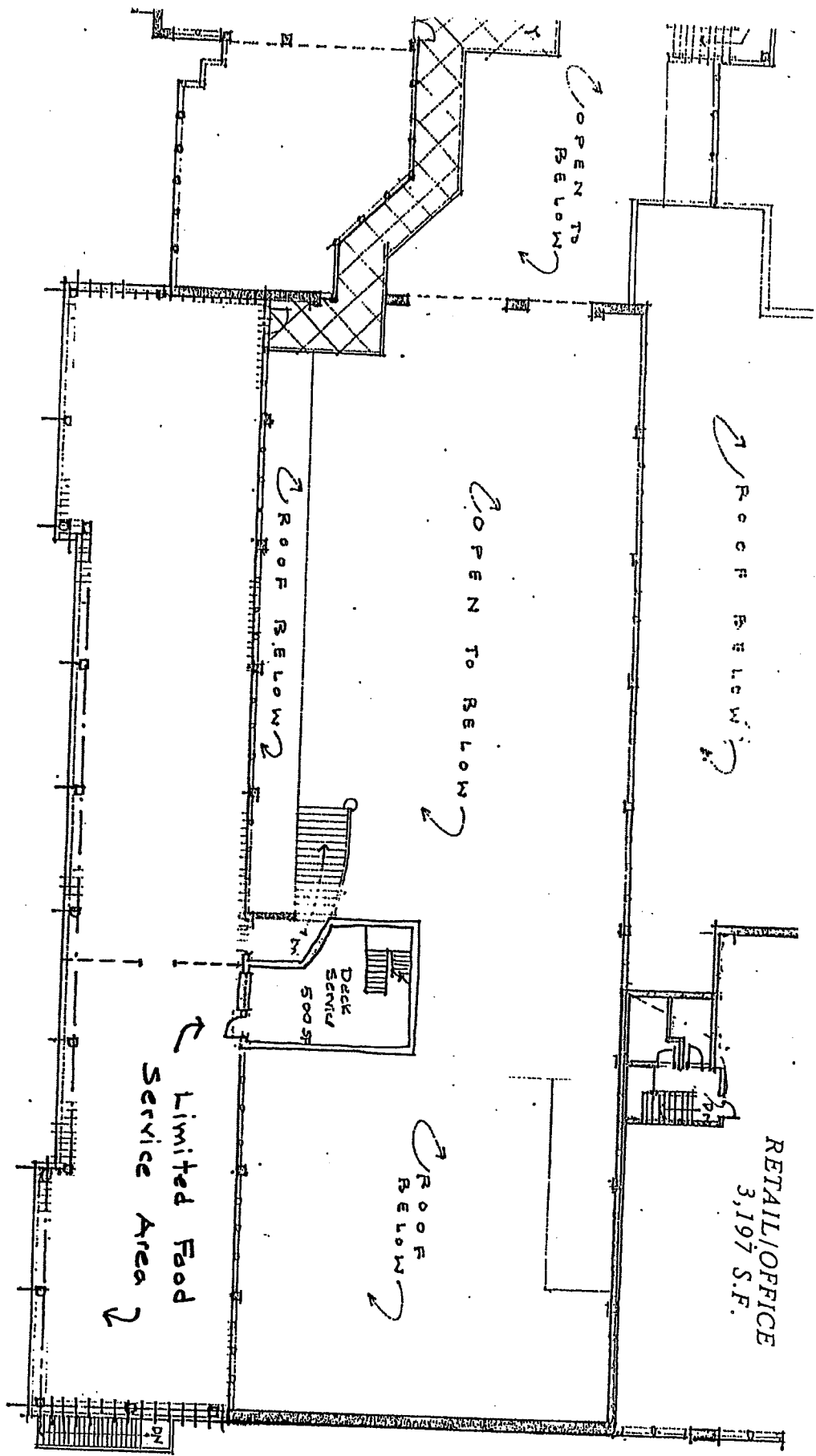


JULY 31, 1996

ER

DAVE ELLIOTT ARCHITECTS INC.



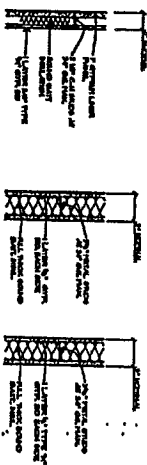


CONSTRUCTION METHOD

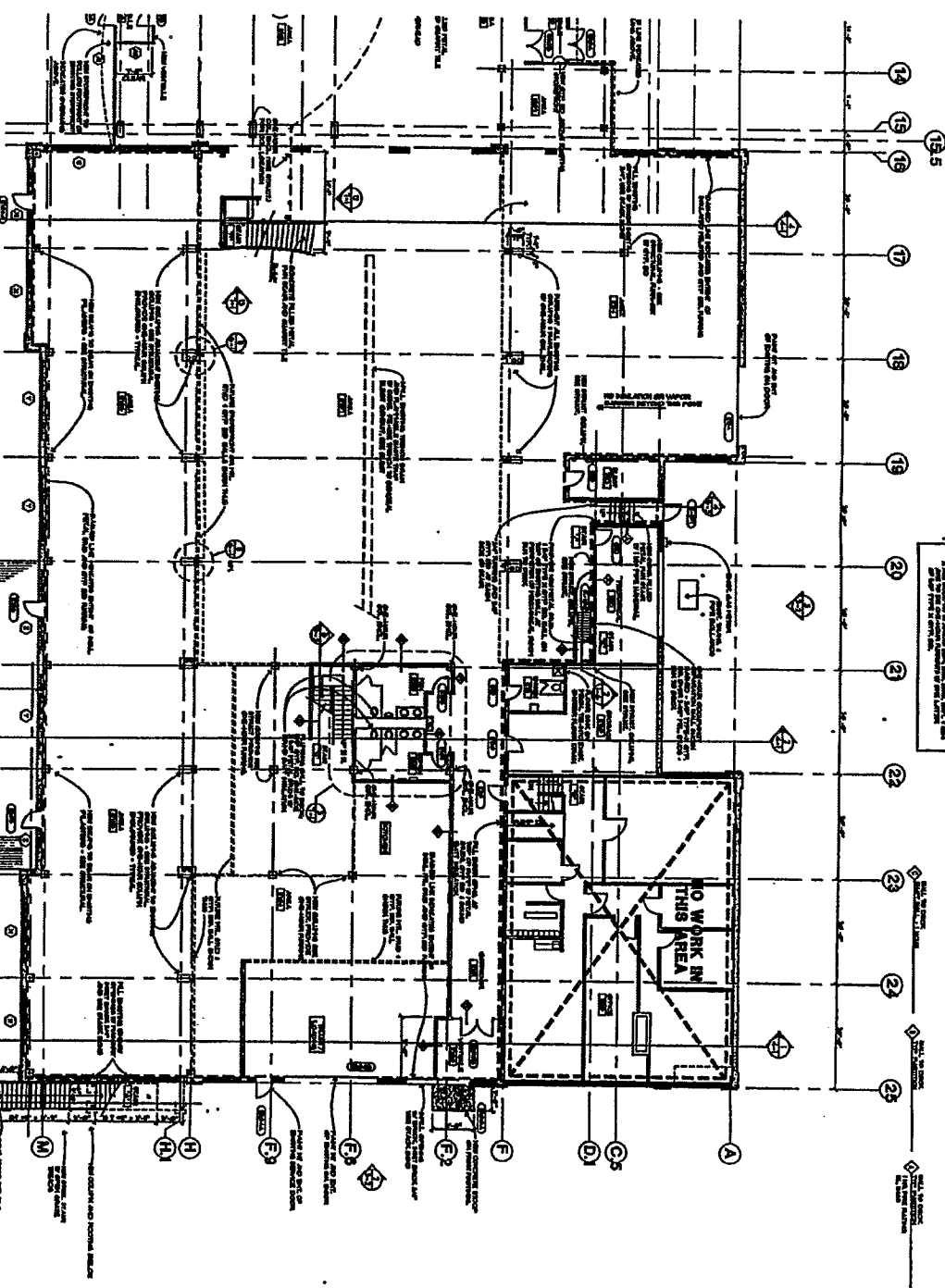
1. FORMWORK FOR 4" THICK CONCRETE SLAB ON 12" DEEP STEEL DECK. FORMWORK SHALL BE 1/2" PLYWOOD OR EQUIVALENT. FORMS SHALL BE BRACED TO EXISTING STRUCTURE OR TO EACH OTHER. FORMS SHALL BE REMOVED IMMEDIATELY AFTER POURING CONCRETE. FORMS SHALL BE REUSED WHERE POSSIBLE.

2. REINFORCING BARS SHALL BE #4 OR #5. BARS SHALL BE PLACED IN GRID PATTERN. BARS SHALL BE TIED TOGETHER WITH WIRE. BARS SHALL BE LAPPED OR WELDED TOGETHER. BARS SHALL BE PLACED AT LEAST 1" FROM CONCRETE SURFACE.

3. CONCRETE SHALL BE PLACED IN LAYERS NOT EXCEEDING 4" THICK. CONCRETE SHALL BE VIBRATED TO REMOVE AIR BUBBLES. CONCRETE SHALL BE CURED BY COVERING WITH MOIST CURING BLENK OR BY SPRAYING WITH CURING COMPOUND.



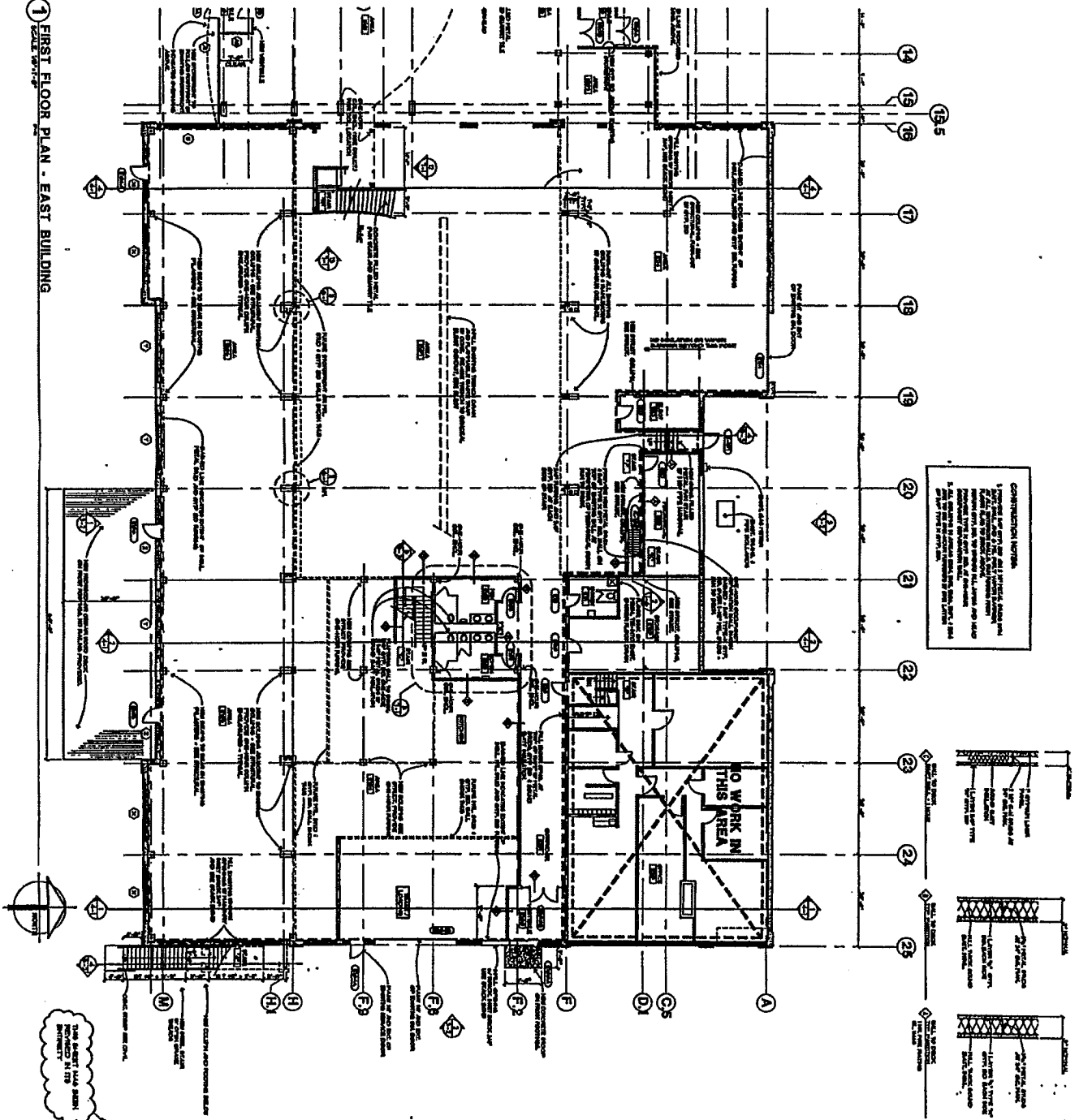
NO WORK IN THIS AREA



1 FIRST FLOOR PLAN - EAST BUILDING

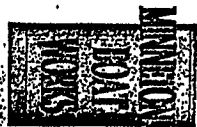
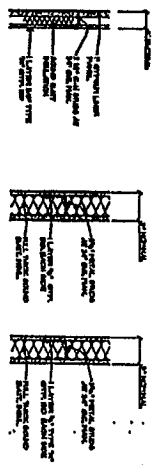


1 FIRST FLOOR PLAN - EAST BUILDING



CONSTRUCTION NOTES:

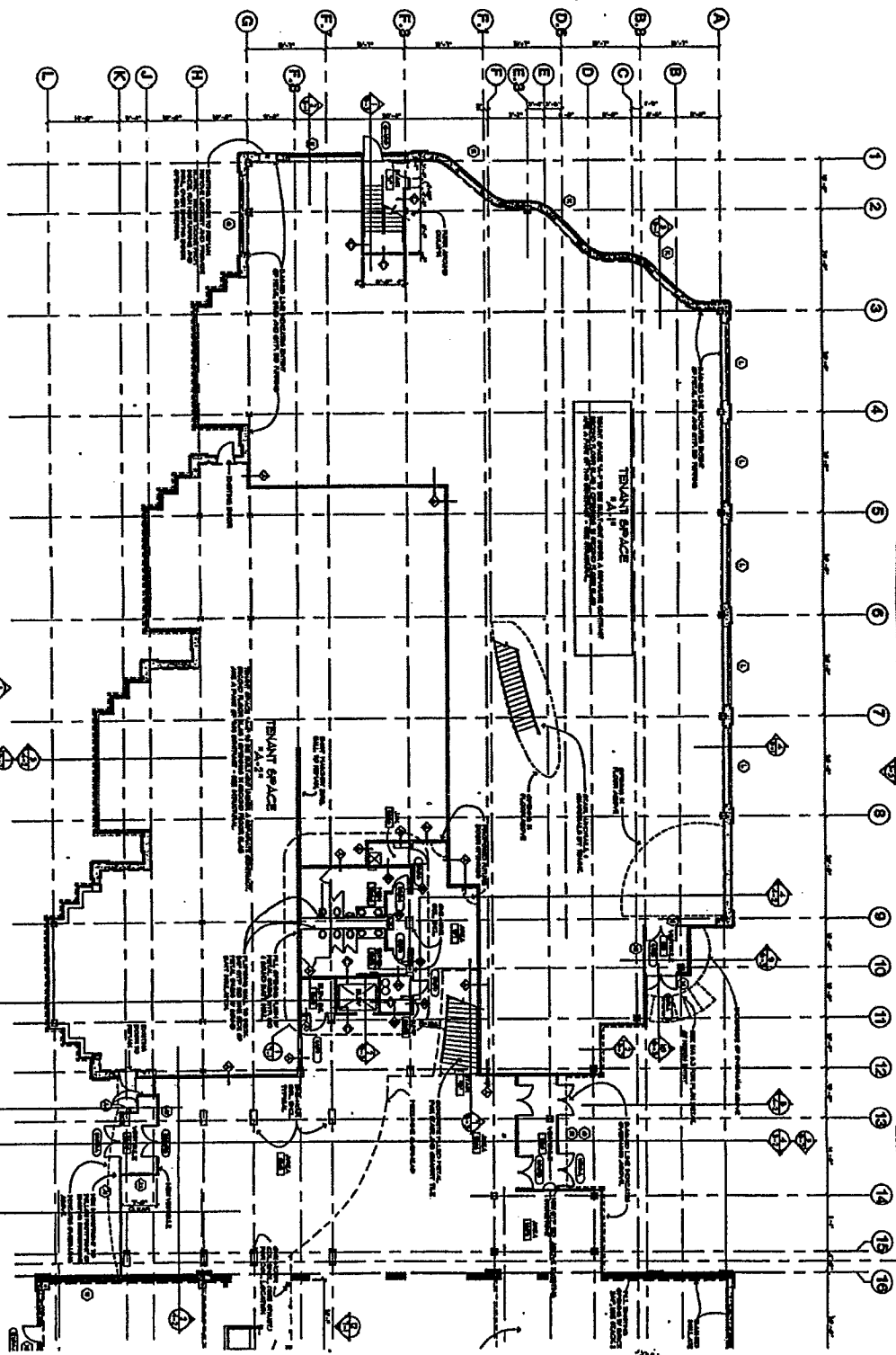
1. GENERAL: SEE ALL NOTES AND SPECIFICATIONS, AND ALL NOTES ON THE DRAWINGS, FOR THE COMPLETE LIST OF MATERIALS AND FINISHES. THE NOTES ON THE DRAWINGS ARE TO BE USED TO SUPPLEMENT THE NOTES ON THE SPECIFICATIONS. THE NOTES ON THE SPECIFICATIONS ARE TO BE USED TO SUPPLEMENT THE NOTES ON THE DRAWINGS.
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5. THE NOTES ON THE SPECIFICATIONS ARE TO BE USED TO SUPPLEMENT THE NOTES ON THE DRAWINGS.



1/8" FLOOR PLAN
EAST BUILDING

Symbol	Description
1	1. EXTERIOR WALL
2	2. EXTERIOR FINISH
3	3. EXTERIOR DOOR
4	4. EXTERIOR WINDOW
5	5. EXTERIOR ROOF
6	6. EXTERIOR FLOOR
7	7. EXTERIOR CEILING
8	8. EXTERIOR STAIR
9	9. EXTERIOR ELEVATOR
10	10. EXTERIOR RAMP
11	11. EXTERIOR PORCH
12	12. EXTERIOR PATIO
13	13. EXTERIOR DRIVEWAY
14	14. EXTERIOR PARKING
15	15. EXTERIOR LANDSCAPE

1-2

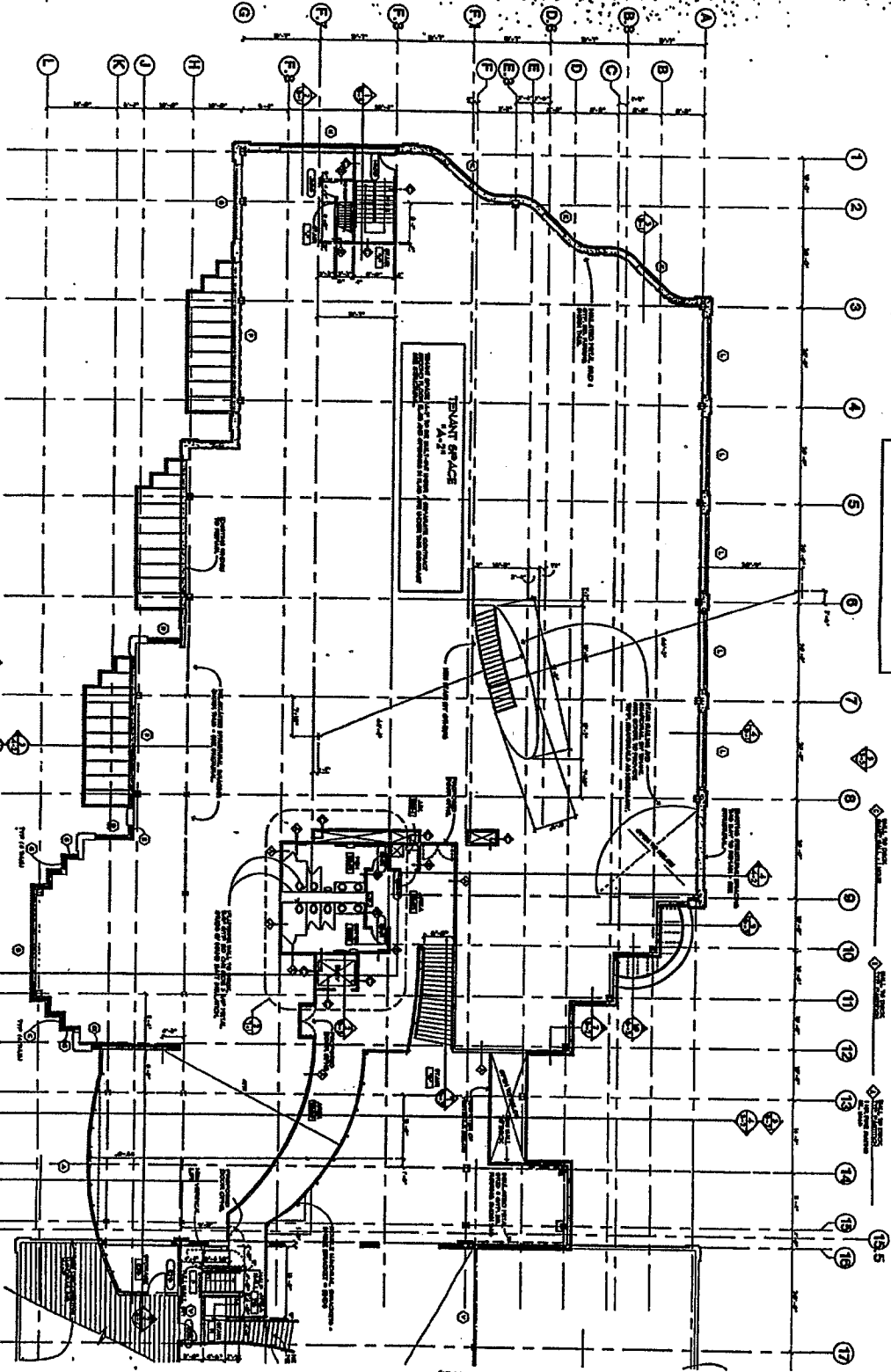
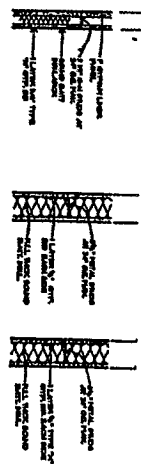
[illegible]

1 FIRST FLOOR PLAN - WEST BUILDING
SCALE: 1/8" = 1'-0"

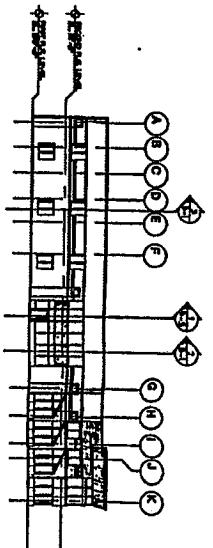
THIS GUEST HAS BEEN
REWARDED IN ITS
ENTIRETY

[illegible]

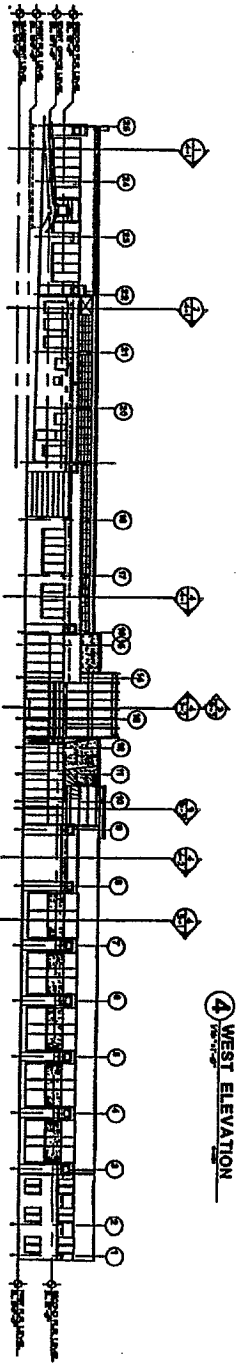
CONSTRUCTION NOTES:
 1. EXISTING ROOF IS TO BE REMOVED AND REPLACED WITH A NEW ROOF SYSTEM AS SHOWN ON THE ROOF PLAN. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ROOFING MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 2. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ROOFING MANUFACTURER'S INSTALLATION INSTRUCTIONS.



1 SECOND FLOOR PLAN - WEST BUILDING

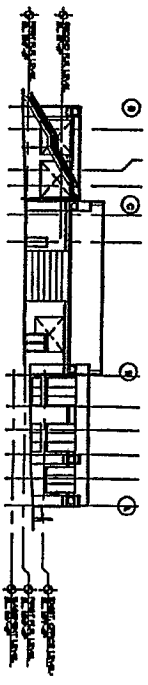


④ WEST ELEVATION

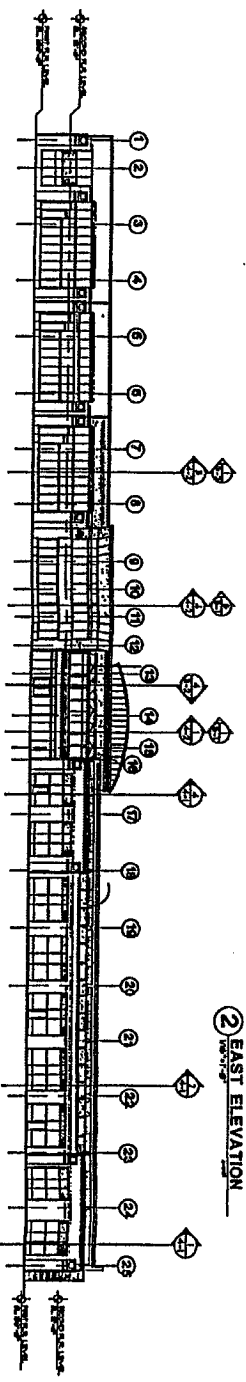


③ NORTH ELEVATION

NOTE: 1/16" ELEVATIONS FOR REFERENCE ONLY



② EAST ELEVATION



① SOUTH ELEVATION

Sheet Number	
Scale	
Author	
Checker	
Engineer	
Architect	
Structural Engineer	
MEP Engineer	
Interior Designer	
Exterior Designer	
Landscaper	
Other	

Exterior Elevations

2015

46

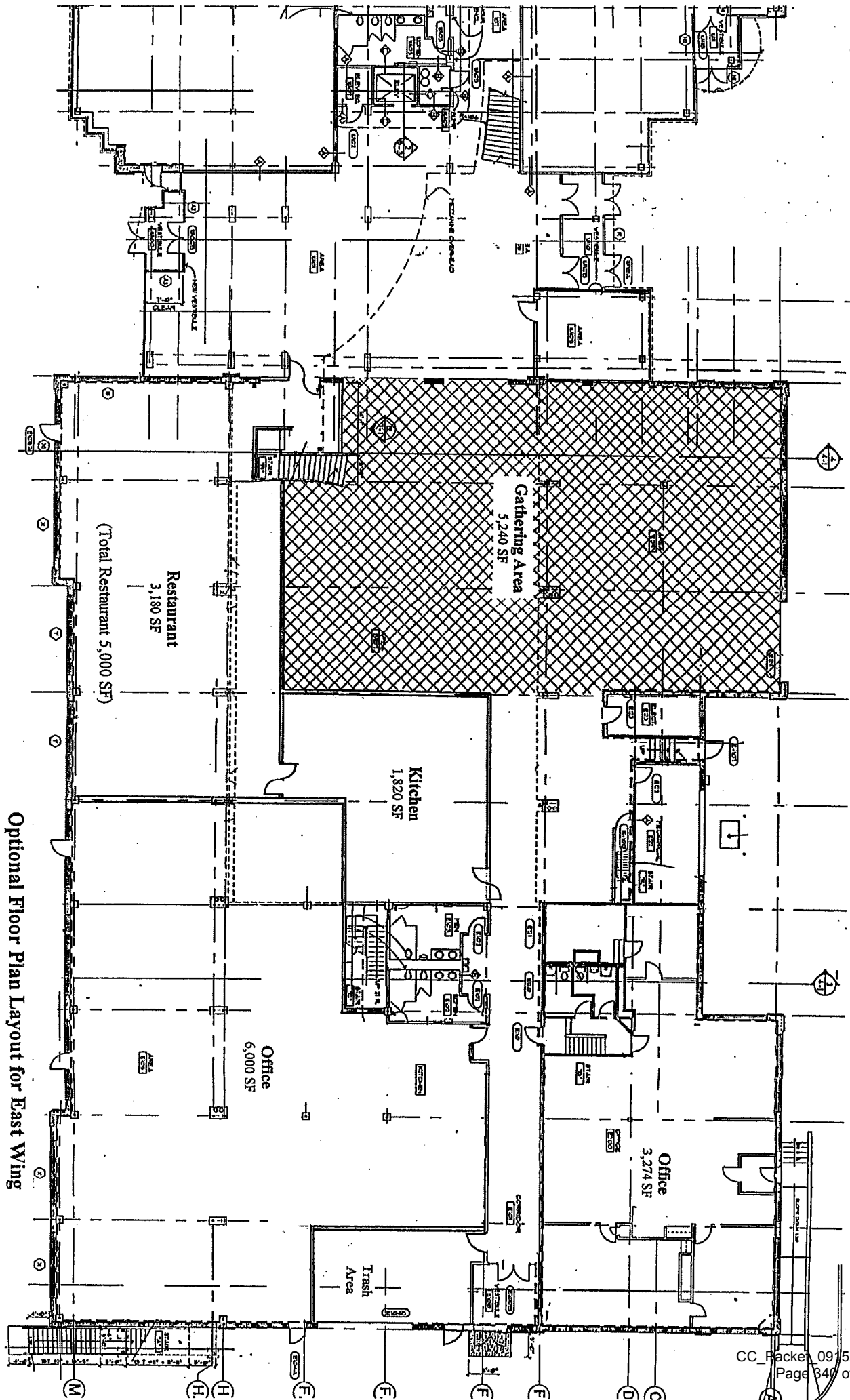
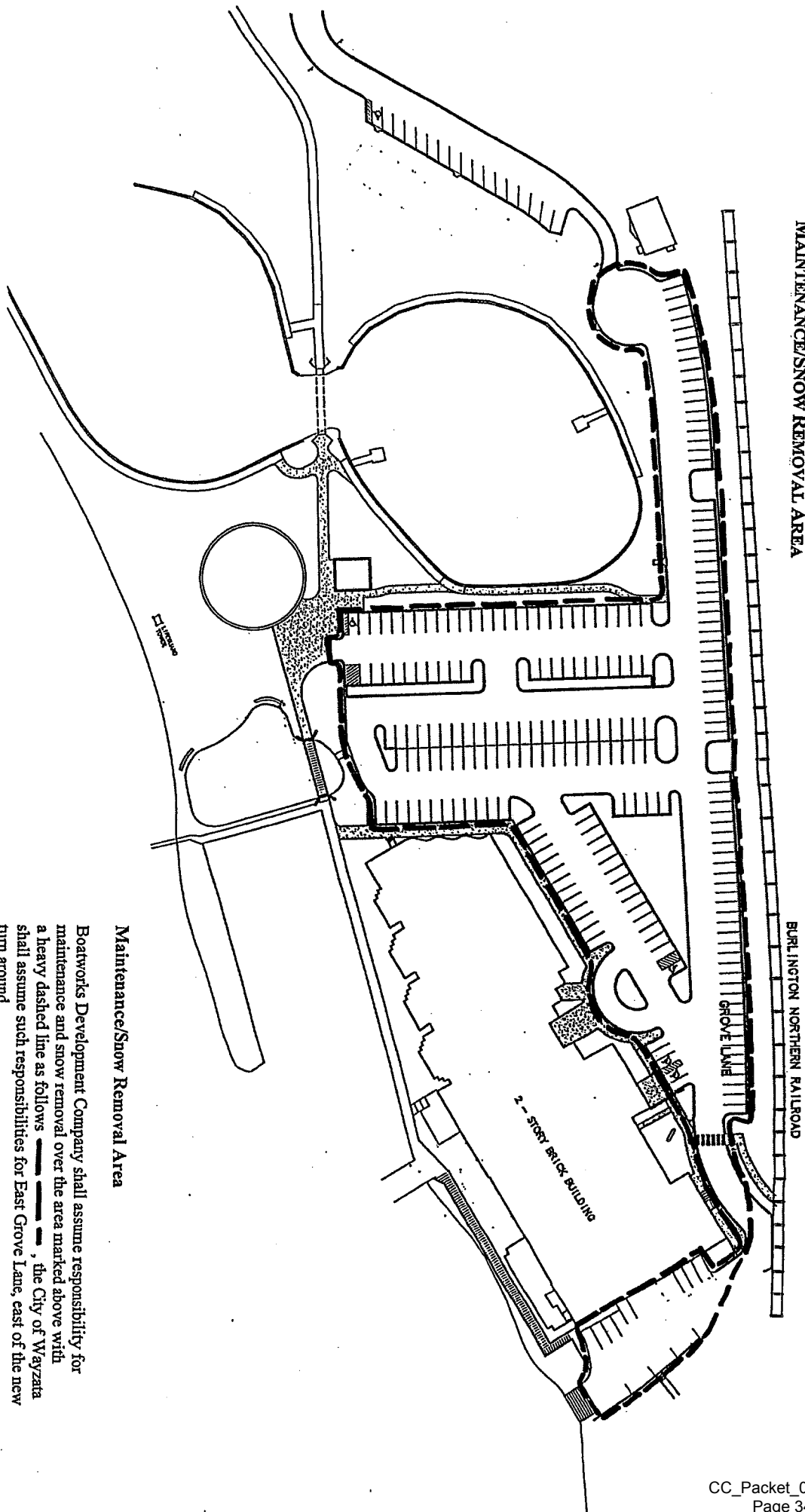


EXHIBIT B
MAINTENANCE/SNOW REMOVAL AREA



Maintenance/Snow Removal Area

Boatworks Development Company shall assume responsibility for maintenance and snow removal over the area marked above with a heavy dashed line as follows ———, the City of Wazata shall assume such responsibilities for East Grove Lane, east of the new turn around.

EXHIBIT LIST

- Exhibit A-1 - Property Legal Description
- Exhibit B-1 - Project Requirements
- Exhibit C-1 - Parking/Pedestrian/Trail Easement Area
- Exhibit D-1 - Parking Area Dedicated for Beach/Marina
- Exhibit E-1 - Bath House Plans
- Exhibit F-1 - Easement for Parking/Pedestrian/Trail
- Exhibit G-1 - Easement for Lake Boardwalk
- Exhibit H-1 - Additional Parking Area
- Exhibit I-1 - Parking Area for Nine Replacement Stalls
- Exhibit J-1 - Parking Plan for Beach/Marina

EXHIBIT A-1
LEGAL DESCRIPTION OF PROPERTY

File No.: 10992

File Name: Minnetonka Boatworks

LEGAL DESCRIPTION

Parcel 1

Tract C, Registered Land Survey No. 959, according to the plat thereof on file and of record in the office of the Registrar of Titles, in and for Hennepin County, Minnesota.

Torrens Property

Torrens Certificate No. 836148

All that part of Lot 26, Auditor's Subdivision No. 184, described as follows:

Beginning at the most Southerly corner of Tract D, Registered Land Survey No. 959, files of the Registrar of Titles, Hennepin County, Minnesota; thence South along the East line of said Lot 26 to the Southeast corner thereof; thence West along the South line thereof 17 feet; thence Northeasterly to the point of beginning.

Abstract Property

All that part of Grove Street vacated lying Easterly of a line drawn from the Southeast corner of Tract A, Registered Land Survey No. 959, files of Registrar of Titles, Hennepin County, Minnesota, to the most Northerly corner of Tract B, said Registered Land Survey No. 959, and there ending, according to the recorded plat thereof.

Abstract Property

Parcel 2

All that part of the tract of land hereinafter described lying East of the Northerly extended East line of lot 17, Auditor's Subdivision 184, and West of the Northerly extended West line of Lot 11, Auditor's Subdivision 184, said tract of land begin described as follows, to wit;

Commencing at the Northeast corner of Lot 11, Auditor's Subdivision 184, Hennepin County, Minnesota; thence West along the North line of Lot 11 and an extension thereof a distance of 315.85 feet; thence South a distance of 142.6 feet to the Northeast corner of Lot 18; thence West along the North line of Lot 18 a distance of 50 feet to the Northwest corner of said Lot 18; thence

South along the West line of Lot 18 a distance of 2.6 feet; thence West parallel with the South line of Lot 19 a distance of 7 feet; thence North parallel with the West line of Lot 10 to the point of intersection with the Easterly extended South line of Lot 4, Auditor's Subdivision 184; thence East along the Easterly extension of said South line of Lot 4, Auditor's Subdivision 184 to the point of intersection of said South line of Lot 4, as so extended, with the Westerly line of the Watertown Road; thence Southerly and Southwesterly along the West line of the Watertown Road to the point of beginning.

Abstract Property

That part of Lot 10, Auditor's Subdivision Number 184, Hennepin County, Minnesota, described as follows, to wit: Beginning at a point on the South line of said Lot 10 which is the Northwest corner of Lot 16 of said subdivision; thence Easterly along said South line a distance of 90 feet to a point which is the Southwest corner of Lot 12 of said subdivision; thence North along the West line of Lots 12 and 11 of said subdivision a distance of 142.6 feet to the Northwest corner of Lot 11; thence West along an extension of the North line of said Lot 11, a distance of 90 feet; thence South to the point of beginning, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

Torrens Certificate No. 836149

Lot 12, Auditor's Subdivision Number 184, Hennepin County, Minnesota, except the North 55 feet thereof.

Abstract Property

Lot 15, except the East 27 feet front and rear thereof, of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said Lot 15 and the center line of said street and between extensions across it of the side lines of said part of Lot 15.

Lot 16 of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said lot and the center line of said street and between extensions across said strip of land of the side lines of said Lot 16, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

Torrens Certificate No. 836149

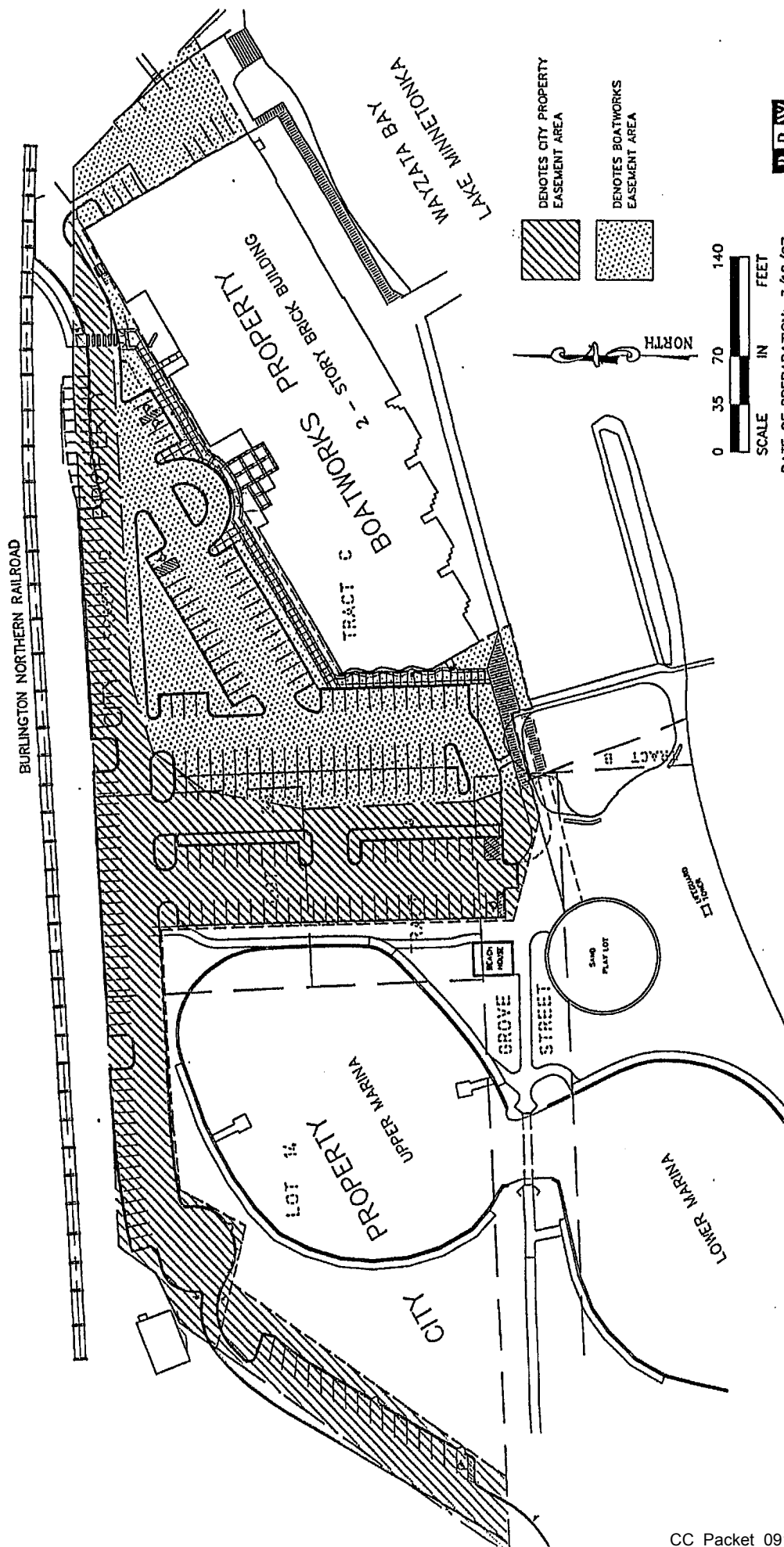
Exhibit B-1 Project Requirements

Refer to Exhibits (Plan A through Plan E of the Development Agreement.)

Exhibit B-1 Project Requirements

Refer to Exhibits (Plan A through Plan E of the Development Agreement.)

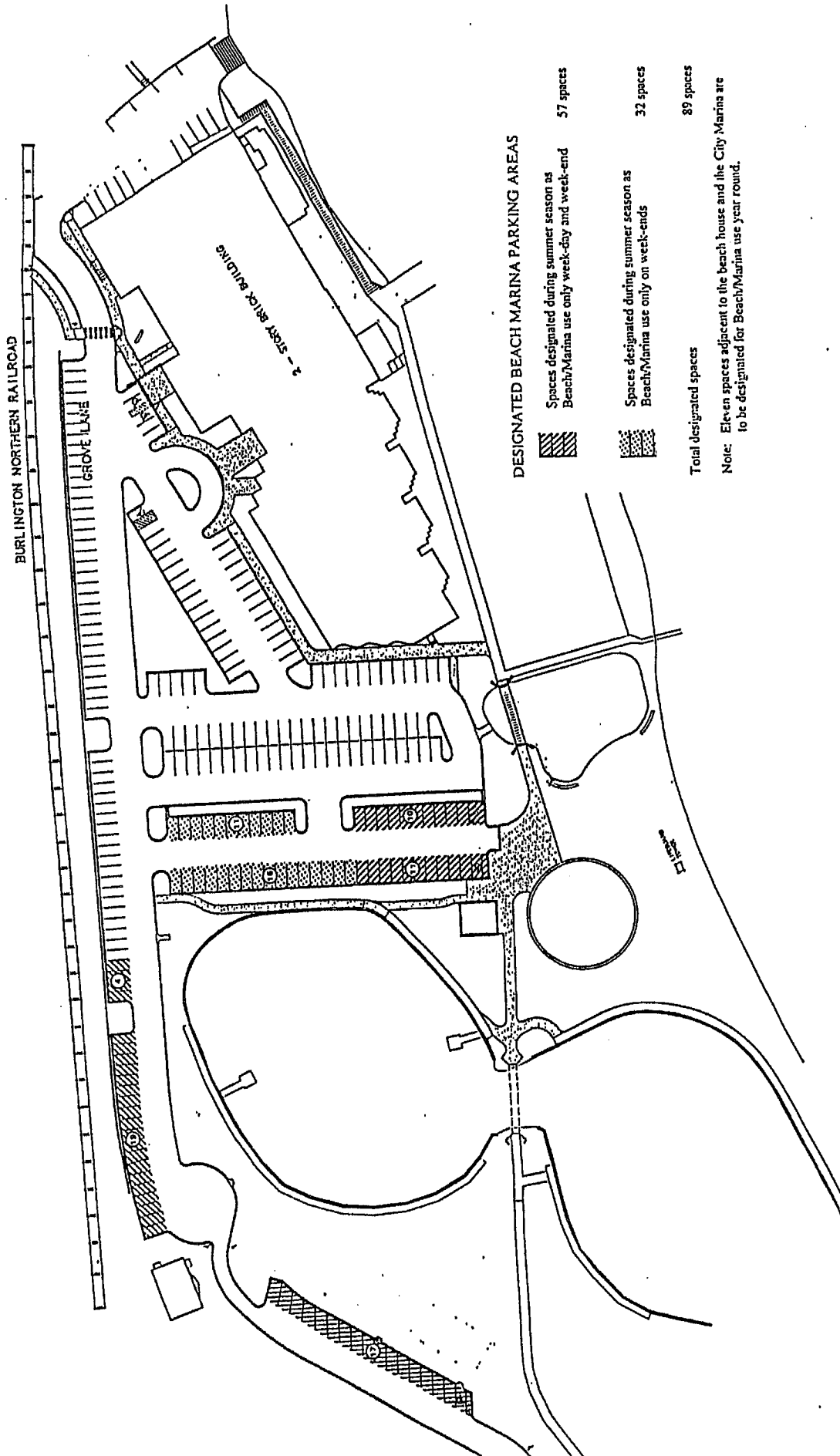
EASEMENT EXHIBIT
EXHIBIT C-1
 CITY OF WAYZATA, COUNTY OF HENNEPIN, MINNESOTA
 SECTION 6, TOWNSHIP 117, RANGE 22
PARKING/PEDESTRIAN/TRAIL EASEMENT AREA



BRW

B R W INC.
 10000 Highway 100, Suite 100
 Minneapolis, MN 55425

EXHIBIT D-1 PARKING AREA DEDICATED FOR BEACH/MARINA

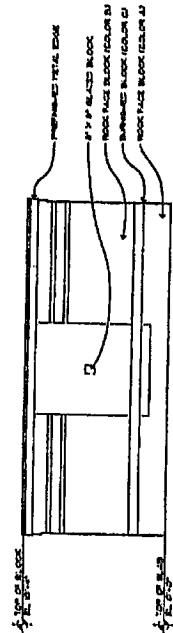
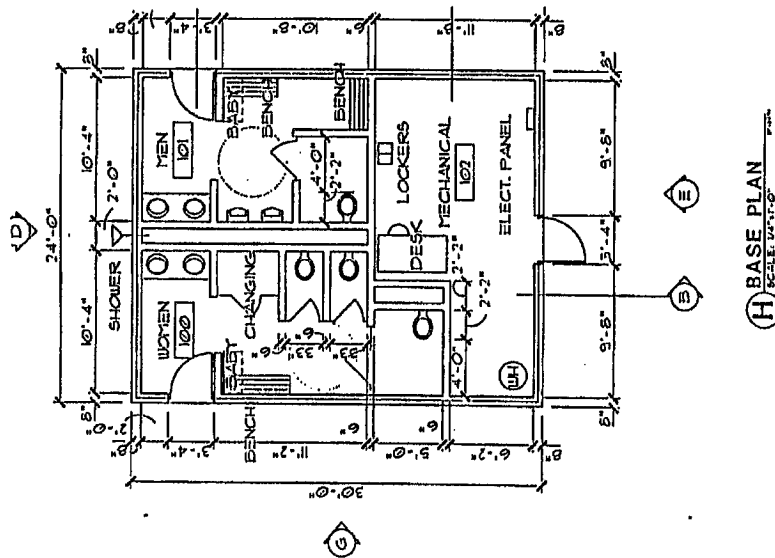


DESIGNATED BEACH MARINA PARKING AREAS

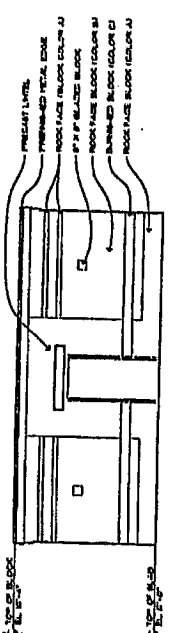
	Spaces designated during summer season as Beach/Marina use only week-day and week-end	57 spaces
	Spaces designated during summer season as Beach/Marina use only on week-ends	32 spaces
Total designated spaces		89 spaces

Note: Eleven spaces adjacent to the beach house and the City Marina are to be designated for Beach/Marina use year round.

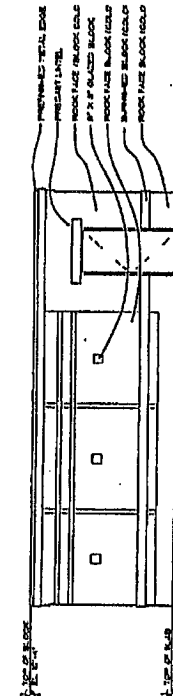
EXHIBIT E-1 BATH HOUSE PLANS



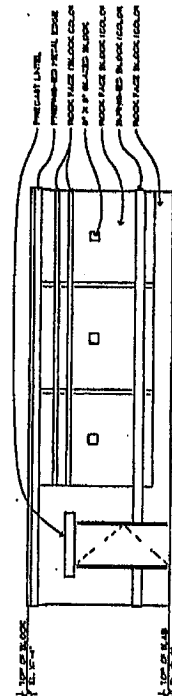
(D) ELEVATION
SCALE: 1/4" = 1'-0"



(E) ELEVATION
SCALE: 1/4" = 1'-0"



(F) ELEVATION
SCALE: 1/4" = 1'-0"



(G) ELEVATION
SCALE: 1/4" = 1'-0"

Beach House

Note: The above design is preliminary. The final design of Beach House shall be subject to the approval of the City Manager.

EXHIBIT F-1

RECIPROCAL CROSS EASEMENT AGREEMENT

THIS RECIPROCAL CROSS EASEMENT AGREEMENT is made this 26th day of March, 1997, by between the CITY OF WAYZATA (hereinafter the "City"), a municipal corporation under the laws of the State of Minnesota and BOATWORKS DEVELOPMENT COMPANY, INC., a Minnesota corporation (hereinafter "Boatworks Development Company").

RECITALS:

WHEREAS, the City is the owner of that certain parcel of real property located in Wayzata, Minnesota, which property is legally described on Exhibit "A" attached hereto and made a part hereof ("Parcel 1").

WHEREAS, Boatworks Development Company is the owner of that certain parcel of real property located in Wayzata, Minnesota, which property is legally described on Exhibit "B" attached hereto and made a part hereof ("Parcel 2") (the word "Parcel" when used herein shall mean either Parcel 1 or Parcel 2, depending on the context in which such word is used).

WHEREAS, the City and Boatworks Development Company are parties to a Development Agreement dated March 26, 1997, relating to the development of Parcel 2 ("Development Agreement"), which Development Agreement requires, in part, certain conditions relating to the establishment of permanent joint cross easements for parking and pedestrian access over all parking areas, sidewalks and trails on Parcels 1 and 2 together with additional pedestrian easements along the lake shore of Parcel 2.

WHEREAS, in accordance with the requirements of the Development Agreement, the City and Boatworks Development Company desire to create and acquire certain easements for pedestrian and vehicular ingress and egress and parking, over and across the respective Parcels and to apportion certain rights and obligations for the benefit of the other's Parcel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Grant of Easement.

The City hereby grants and conveys to Boatworks Development Company, it successors and assigns, a perpetual and permanent easement for parking, vehicular maneuvering and vehicular and pedestrian ingress and egress, over, under and across all parking areas, sidewalks and trails located on Parcel 1 legally described on Exhibit C, attached hereto and incorporated by this reference (the "City Easement Area"). The easements granted by the City are subject to the conditions, restrictions and limitations specified, depicted and cross hatched on Exhibit C-1 attached hereto and incorporated by this reference. The easement shall perpetually run with and burden the

title to Parcel 1 and inure to the benefit and be binding upon the parties hereto and their respective heirs, successor and assignors, including without limitation, all subsequent owners of Parcel 1 and all persons claiming under them. The parties agree that any default by Boatworks Development Company under the Development Agreement which is not cured within the applicable cure period thereunder shall entitle the City to terminate the easements granted under this paragraph in the City Easement Area upon reasonable prior written notice (said notice to be not less than two weeks prior to the effective date of such termination).

Boatworks Development Company hereby grants and conveys to the City, its successor and assigns, a perpetual and permanent easement for parking, vehicular maneuvering and vehicular and pedestrian ingress and egress, over, under, and across all parking areas, sidewalks and trails located on Parcel 2 as described on Exhibit D attached hereto and incorporated by this reference (the "Boatworks Easement Area"; the City Easement Area and the Boatworks Easement Area are collectively referred to as the "Easement Area"). Boatworks Development Company shall have the right to designate and sign up to ten spaces immediately adjacent to the Minnetonka Boat Works building located on Parcel 2 for "Short term, Customer or Pick-up Delivery Only". The Easement Area is depicted and cross hatched on Exhibit E attached hereto and incorporated by this reference. The easement shall perpetually run with and burden the title to Parcel 2 and inure to the benefit and be binding upon the parties hereto and their respective heirs, successors and assignors, including without limitation, all subsequent owners of Parcel 2 and all persons claiming under them.

2. **Maintenance of Easement Area.** Boatworks Development Company shall be responsible for and shall pay the maintenance, repair and replacement of the surfacing and for plowing and snow removal from the Easement Area as described on Exhibits C and D attached hereto.

The Easement Area shall always be maintained in good condition and repair consistent with City standards and other commercially reasonable standards, and snow removal over the Easement Area shall be completed by Boatworks Development Company upon accumulation of two or more inches and in a reasonably prompt manner so as to keep such Easement Area in a condition which allows for safe and unobstructed driving and parking, and which shall at all times comply with applicable regulations, ordinances and codes.

The owners of each Parcel will take such actions as are reasonably necessary to ensure that the structure or integrity of the utilities located within the Easement Area will not be damaged in any manner.

3. **Interference with Easements.** No obstructions which would prevent, restrict or otherwise inhibit the passage of pedestrians or vehicles, or the maneuvering and parking of vehicles on the Easement Area shall be erected, condoned, or permitted to endure by the owner(s) of the Easement Area or any part thereof without prior written consent of the other party.

4. **Limited Dedication to City.** The easements granted by Boatworks Development Company over the Boatworks Easement Area are limited to the terms and conditions of this Agreement and are granted to the City only to the extent required by the Development Agreement.

5. **Amendments.** Subject to the City's right to terminate in Section 1 of this Agreement, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, without the consent of all parties hereto, and then only by written instrument duly executed in recordable form and duly recorded in the office of the Hennepin County Recorder and/or Registrar of Titles, as applicable; provided, however, that the City and Boatworks Development Company agree to promptly execute any necessary instruments to correct the legal description of the Boatworks Easement Area or the City Easement Area if a duly certified survey shows any encroachment by any building improvements over such Easement Area which are not otherwise permitted under the Development Agreement.

6. **Successors and Assigns.** The easements and rights granted and obligations assumed herein (a) are made for the direct, mutual and reciprocal benefit or burden of the real property affected; (b) will constitute covenants running with the land; and (c) will be binding upon and inure to the benefit of the parties respective successors, assigns, transferees, tenants, employees, agents, customers, licensees and invitees.

7. **Indemnification.** Each of the parties shall indemnify and hold the other party harmless of and from any and all loss, cost, liability, damage, injury or expense, including reasonable attorneys' fees, which may arise by reason of any violation of law, ordinance or regulation or by reason of injury to or death of a person(s), damage to the property, or claims of lien for work performed and/or materials or supplies furnished, or arising out of or in connection with the use of the Easement Area on the indemnifying party's Parcel, or arising from or in connection with the willful or negligent acts or omissions of the indemnifying party or its agents, contractors, employees or successors in interest. However, nothing herein shall be deemed to be a waiver of the City's statutory limits on its liability.

8. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and no other representations or promises, written or oral, made by either party to the other which is not contained herein shall be binding or valid.

9. **Attorneys' Fees.** In the event of a controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

10. **Notices.** Any notice to be given hereunder by either of the parties hereto to the other may be either hand delivered, delivered by contract carrier, or may be deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to the party for whom intended as follows:

To the City:

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

To Boatworks:

Boatworks Development Company, Inc.
Suite 120
445 East Lake Street
Wayzata, MN 55391

Either party may change its address at any time by notifying the other in writing, of such change. Service of any notice pursuant hereto shall be deemed complete at the time of delivery.

11. **Severability.** If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Governing Laws.** This Agreement shall be construed and governed in accordance with the laws of Minnesota.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Reciprocal Cross Easement Agreement to be executed the day and year first written above.

CITY OF WAYZATA,
a Minnesota municipal corporation

By: Bob Ambrose
Its: Mayor Pro Tem

BOATWORKS DEVELOPMENT
COMPANY, INC.

By: Richard A. Born
Name: Richard A. Born
Its: President

By: Allan Orsen
Its: City Manager

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 26 day of March, 1997, by Bob Ambrose and Allan Orsen, the Mayor Pro Tem and City Manager, respectively, of the CITY OF WAYZATA, a municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

Joan B. Smith
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.



The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Richard A. Born, the President of Boatworks Development Company, Inc., a Minnesota corporation, on behalf of the corporation.

Terry Schneider
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
DOHERTY RUMBLE & BUTLER (LKS)
PROFESSIONAL ASSOCIATION
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, Minnesota 55402
(612) 340-5555

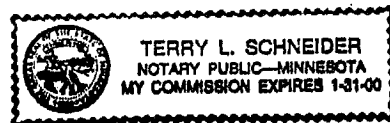


EXHIBIT G-1
EASEMENT FOR LAKE BOARDWALK
GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and entered into as of the _____ day of March, 1997, by BOATWORKS DEVELOPMENT COMPANY, INC., a Minnesota corporation (hereinafter "Grantor"), to the City of Wayzata, a municipal corporation under the laws of the State of Minnesota (hereinafter "Grantee").

WHEREAS, Grantor is the fee owner of the certain real property located in the City of Wayzata, County of Hennepin and State of Minnesota, legally described on Exhibit A attached hereto and incorporated by this reference (the "Burdened Property").

WHEREAS, Grantor and Grantee are parties to a Development Agreement dated _____, 1997, relating to the development of the Burdened Property ("Development Agreement"), which Development Agreement requires, in part, certain conditions relating to the establishment of a pedestrian easement along the lakeshore of the Burdened Property.

WHEREAS, in accordance with the requirements of the Development Agreement, Grantor desires to convey to Grantee and Grantee desires to obtain from Grantor a perpetual and permanent easement for pedestrian ingress and egress purposes over, under and across a portion of the Burdened Property which is legally described on Exhibit B attached hereto and incorporated by this reference (the "Easement Area") and depicted by the drawing on Exhibit C attached hereto and incorporated by this reference, all as hereinafter set forth.

NOW, THEREFORE, for \$1.00 and in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to the City of Wayzata, its successors and assigns, a perpetual and permanent easement (the "Easement") over, under and across the Easement Area for pedestrian ingress and egress purposes, and for the construction, maintenance and repair of certain accompanying improvements more particularly described in the Development Agreement. The Easement shall perpetually run with and burden the title to the Burdened Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns, including without limitation, all subsequent owners of the Burdened Property and all persons or entities claiming under them.

2. **Use of Easement Area.** The Easement shall be used for pedestrian ingress and egress and for the purposes of constructing, maintaining and repairing thereon a pedestrian boardwalk over the Easement Area. Grantor hereby agrees that it will not perform or allow or cause the construction of any improvements on the Easement Area which could damage or obstruct the improvements constructed thereon or interfere with the access to or use of, or the maintenance and repair of, the boardwalk located within the Easement Area.

3. **Maintenance.** The Easement Area shall be maintained, repaired and reconstructed by the Grantor at all times in good condition and at its sole cost and expense.

4. **Warranty of Title.** Grantor represents and warrants to Grantee that it is the owner of fee simple absolute title to the Burdened Property, and that there are no disclosed mortgages, contracts for deed, leases, rental agreements, occupancy agreements, or any other encumbrances or verbal or written agreement of any nature whatsoever affecting title to the Burdened Property, other than those persons or entities that have consented in writing to this Grant of Easement.

5. **Limited Dedication to City.** The Easement granted by Grantor over the Easement Area is limited to the terms and conditions of this Grant of Easement and is granted to the City only to the extent required by the Development Agreement.

6. **Indemnification.** The Grantee shall indemnify and hold the Grantor harmless of and from any and all loss, cost, liability, damage, injury or expense, including reasonable attorneys' fees, which may arise by reason of any violation of law, ordinance or regulation or by reason of injury to or death of a person(s), damage to the property, or claims of lien for work performed and/or materials or supplies furnished, or arising out of or in connection with the use of the Easement Area or arising from or in connection with the willful or negligent acts or omissions of the Grantee or its agents, contractors, employees or successors in interest. However, nothing herein shall be deemed to be a waiver of Grantee's statutory limits on its liability.

7. **Amendment.** This Grant of Easement shall be amended only by an instrument signed by Grantor and Grantee; provided, however, that Grantor and Grantee agree to promptly execute any necessary instruments to correct the legal description of the Easement Area if a duly certified survey shows any encroachment by any building improvements over such Easement Area which are not otherwise permitted under the Development Agreement.

8. **Governing Law.** This Grant of Easement is made and executed under, and in all respects is to be given and construed by, the laws of the State of Minnesota.

9. **Entire Agreement.** This Grant of Easement constitutes the entire agreement between the parties. There are no verbal agreements that change this Grant of Easement and no waiver of its terms will be effective unless in writing and executed by the parties.

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

TRACT C, REGISTERED LAND SURVEY NO. 959, files of the Registrar of Titles, Hennepin County, Minnesota;

and

All that part of Lot 26, Auditor's Subdivision No. 184, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Beginning at the most Southerly corner of Tract D, Registered Land Survey No. 959, files of the Registrar of Titles, Hennepin County, Minnesota; thence south along the East line of said Lot 26 to the Southeast corner thereof; thence West along the South line thereof 17 feet; thence Northeasterly to the point of beginning.

and

All that part of Grove Street vacated lying Easterly of a line drawn from the Southeast corner of Tract A, Registered Land Survey No. 959, files of Registrar of Titles, Hennepin County, Minnesota, to the most Northerly corner of Tract B, said Registered Land Survey No. 959, and there ending, according to the recorded plat thereof.

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

All that part of TRACT C, REGISTERED LAND SURVEY NO. 959, files of the Registrar of Titles, Hennepin County, Minnesota described as follows:

Commencing at a point in the westerly line of said TRACT C, said point also being the most northerly corner of TRACT B, said REGISTERED LAND SURVEY NO. 959; thence on an assumed bearing of North 03 degrees 28 minutes 00 seconds West along the westerly line of said TRACT C for 15.81 feet; thence North 75 degrees 44 minutes 51 seconds East for 103.34 feet to the actual point of beginning; thence continue North 75 degrees 44 minutes 51 seconds East for 192.73 feet; thence North 59 degrees 02 minutes 39 seconds East for 217.98 feet; thence North 30 degrees 35 minutes 57 seconds West for 21.99 feet; thence North 59 degrees 01 minutes 44 seconds East for 77.80 feet to the easterly line of said TRACT C, thence South 47 degrees 10 minutes 00 seconds East along said easterly line for 45.45 feet to an angle point in said easterly line; thence South 05 degrees 00 minutes 00 seconds East along said easterly line for 5 feet, more or less, to the shoreline of Lake Minnetonka; thence southwesterly along said shoreline to an intersection with a line bearing South 30 degrees 36 minutes 36 seconds East for 14 feet, more or less, to the point of beginning.

EXHIBIT C
EASEMENT EXHIBIT
CITY OF WAYZATA, COUNTY OF HENNEPIN, MINNESOTA
SECTION 6, TOWNSHIP 117, RANGE 22

BURLINGTON NORTHERN RAILROAD

TRACT D

TRACT C

2 - STORY BRICK BUILDING

LOT

UPPER MARINA

LOWER MARINA

WAYZATA BAY
LAKE MINNETONKA

SHORELINE

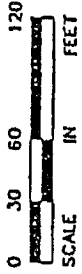
POINT OF BEGINNING

WESTERLY LINE
OF TRACT C

MOST NORTHERLY CORNER OF
TRACT D, RLS NO. 959

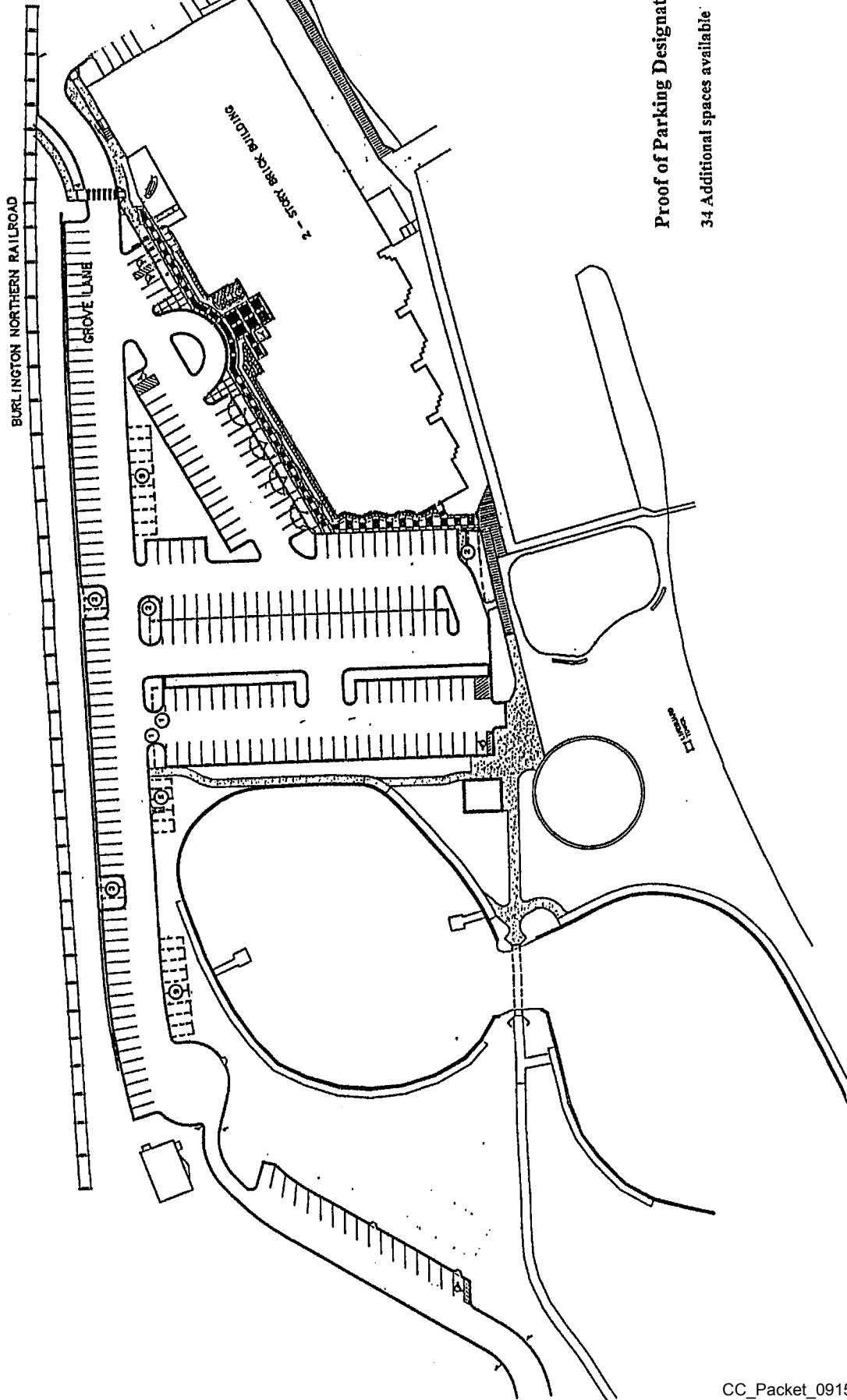
DENOTES EASEMENT ARI

DATE OF PREPARATION: 3/3/71



B.J. & M.C.
Thresher Square, 100 Third Street SE
Minneapolis, MN 55415, Phone 812/375-0800, Fax 812/

EXHIBIT H-1
ADDITIONAL PARKING AREA



Proof of Parking Designation
34 Additional spaces available

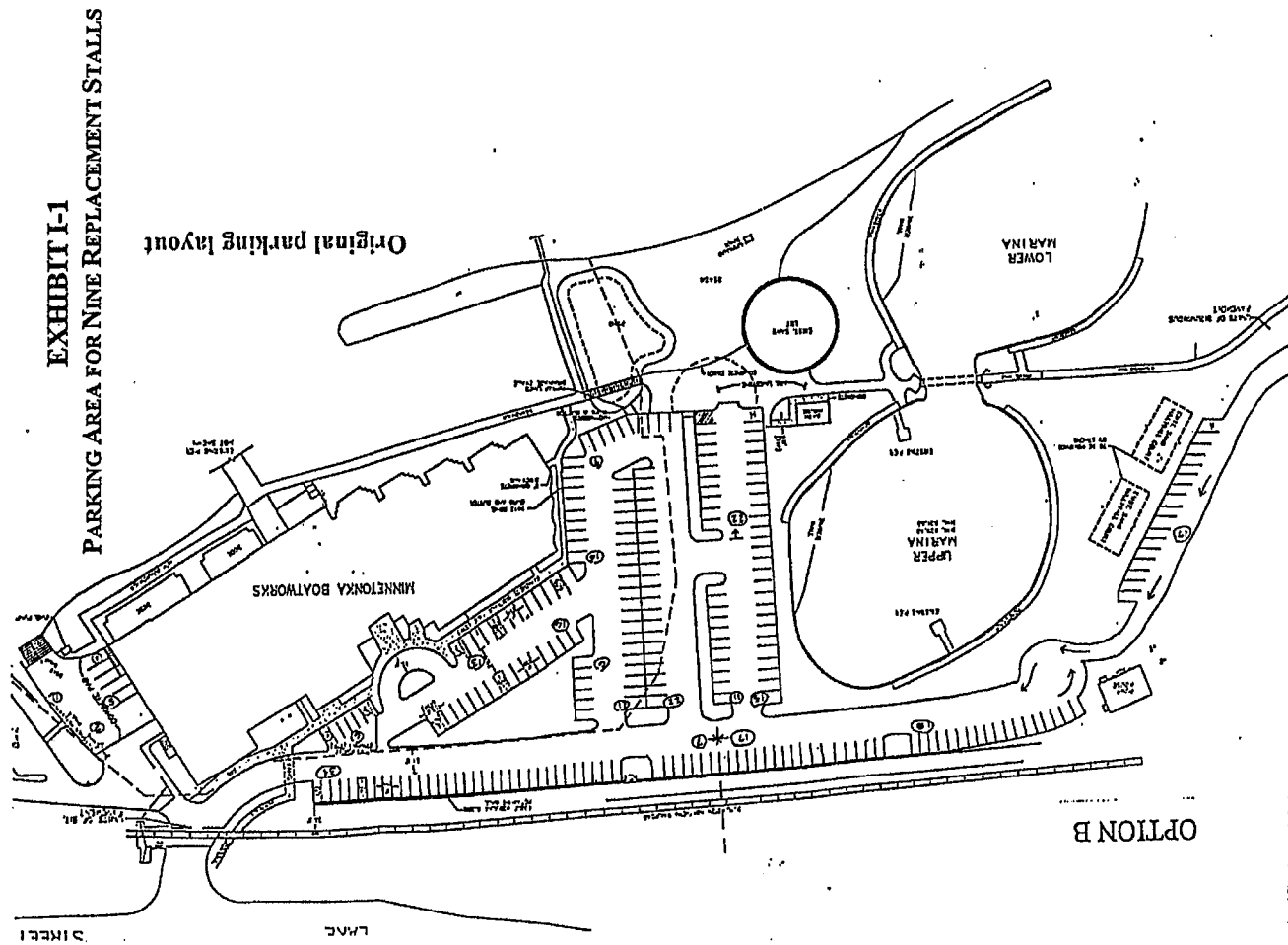
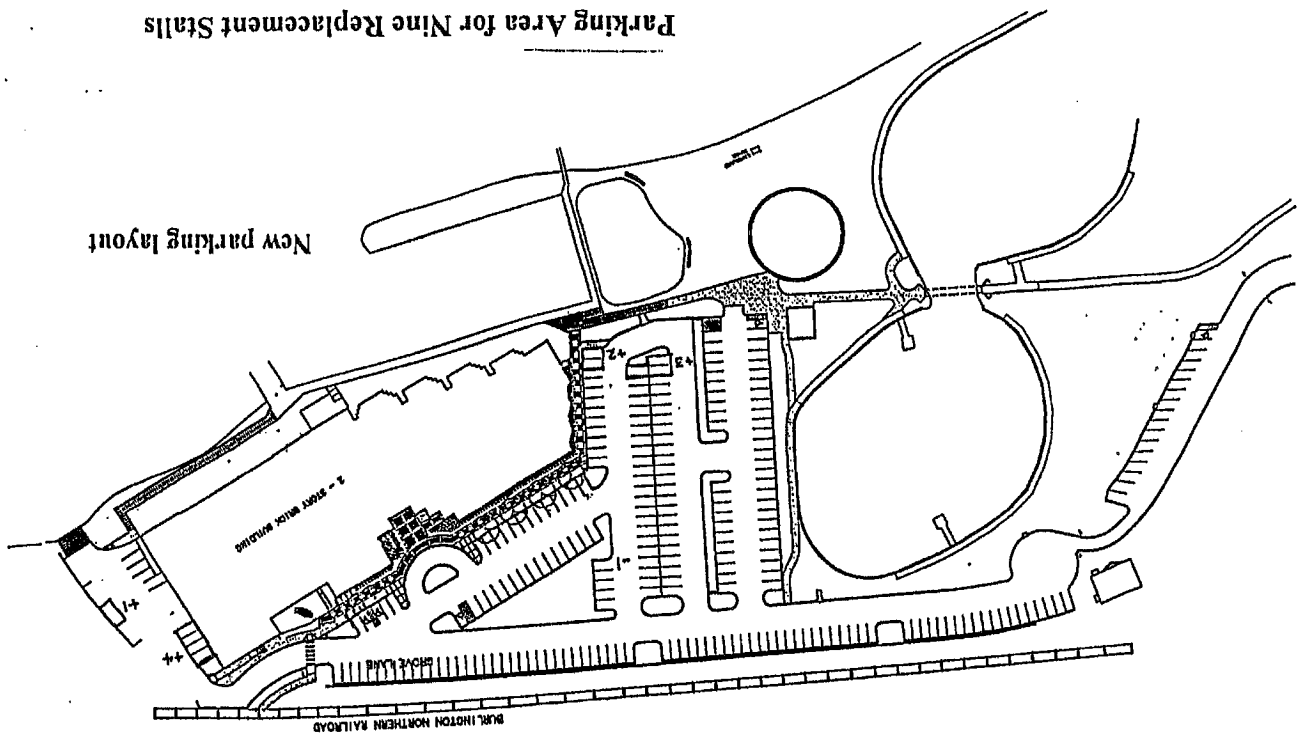


EXHIBIT I-1
PARKING AREA FOR NINE REPLACEMENT STALLS



Parking Area for Nine Replacement Stalls

Exhibit J-1 Parking Plan for Beach/Marina

Refer to Exhibit D-1

R

NOT BE USED AS A SUBSTITUTE FOR THE
DESIGNER'S PROFESSIONAL JUDGMENT
OR THE ENGINEER'S PROFESSIONAL JUDGMENT
IN THE DESIGN OF THE PROJECT.

Project Title



Drawing Title

SITE
PLAN

Comments

Coordination

DATE: 10/14/15
BY: [Signature]
CHECKED BY: [Signature]
DATE: 10/14/15
BY: [Signature]
DATE: 10/14/15
BY: [Signature]

Revisions

Sheet Number

ALT.

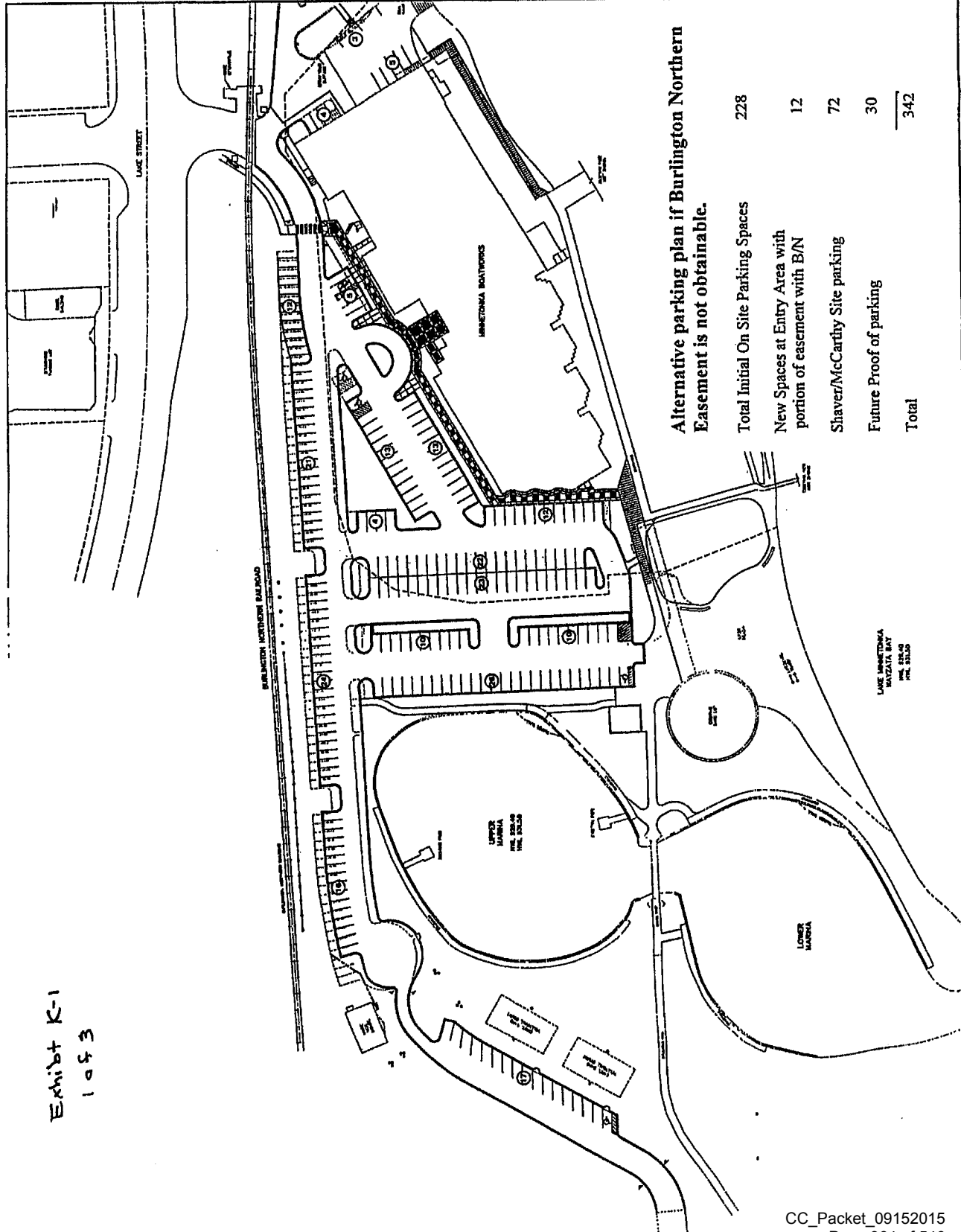


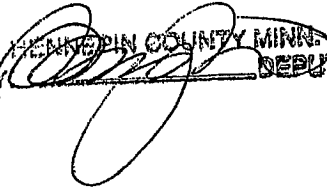
Exhibit K-1
1053

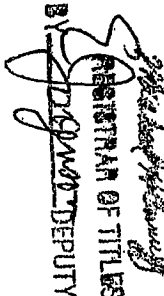
Exhibit B
First Amendment to Development Agreement and Planned Unit Development/Conditional
Use Permit

DRAFT

55A
TRANSFER ENTERED
HENNEPIN COUNTY TAXPAYER SERVICES

JAN 15 2003

HENNEPIN COUNTY MINN.
BY  DEPUTY

3666747
1065594
OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FIELD AG
JAN 17 2003 12m
REGISTRAR OF TITLES
BY  DEPUTY

SCANNED

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND PLANNED UNIT
DEVELOPMENT/CONDITIONAL USE PERMIT**

This Amendment Agreement ("Agreement") is made as of the 24th day of April, 2002, by and among Boatworks Development Company, LLC, a Minnesota limited liability company ("Boatworks") and the City of Wayzata, a municipal corporation under the laws of Minnesota ("Wayzata").

RECITALS

A. WHEREAS, Boatworks Development Company, Inc., a Minnesota corporation and Wayzata entered into a Development Agreement (the "Development Agreement") dated March 26, 1997 and recorded April 15, 1997 as Document No. 6721202 in the office of the Hennepin County Recorder and recorded April 11, 1997 as Document No. (2801690) in the office of the Hennepin County Registrar of Titles, in connection with the real property located in the City of Wayzata, County of Hennepin, State of Minnesota, legally described on attached Exhibit A-1 (the "Property"); and.

B. WHEREAS, the Development Agreement was assigned from Boatworks Development Company, Inc. to Boatworks pursuant to an Assignment of Development Agreement dated May 17, 2001 ("Assignment of Agreement"); and

C. WHEREAS, Boatworks Development Company, Inc., a Minnesota corporation and Wayzata entered into a Planned Unit Development/Conditional Use Permit ("PUD/CUP Permit") dated January 22, 1997 which said PUD/CUP Permit was attached to the recorded Development Agreement described above; and

D. WHEREAS, the PUD/CUP Permit was assigned by Boatworks Development Company, Inc. to Boatworks pursuant to the Assignment of Agreement; and

Title Recording Services, Inc. 342425
1043 Grand Avenue #259
St. Paul, MN 55105 Boatworks
HENNEPIN AT UNITED JUNIOR
 AGR

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND PLANNED UNIT
DEVELOPMENT/CONDITIONAL USE PERMIT**

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B. WHEREAS, the Development Agreement was assigned from Boatworks Development Company, Inc. to Boatworks pursuant to an Assignment of Development Agreement dated May 17, 2001 ("Assignment of Agreement"); and

C. WHEREAS, Boatworks Development Company, Inc., a Minnesota corporation and Wayzata entered into a Planned Unit Development/Conditional Use Permit ("PUD/CUP Permit") dated January 22, 1997 which said PUD/CUP Permit was attached to the recorded Development Agreement described above; and

D. WHEREAS, the PUD/CUP Permit was assigned by Boatworks Development Company, Inc. to Boatworks pursuant to the Assignment of Agreement; and

E. WHEREAS, Boatworks desires to amend the terms of the Development Agreement and PUD/CUP Permit as outlined herein and Wayzata has agreed to such amendment;

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the sufficiency and receipt of which is acknowledged to by the parties, and in consideration of the Recitals and of their mutual promises set forth below, the parties hereto agree as follows:

COVENANTS

1. Boatworks' Reaffirmation of Obligation. Boatworks reaffirms its obligations set forth under the Development Agreement and the PUD/CUP Permit as amended herein.

2. Amendment to Development Agreement and PUD/CUP Permit. The terms of the Development Agreement and the PUD/CUP Permit are amended to the extent required to allow the following changes in terms:

- a. Amendment to Restaurant. Boatworks shall be allowed to construct a restaurant containing approximately 5,862 square feet to be located on the south side of the east wing of the building located on the Property ("Building") as more fully set forth in attached Exhibit A. In addition, Boatworks shall be allowed to provide restaurant seating outdoors on the south side of the Building both on the main level deck as well as the western half of the upper level deck, both as shown on attached Exhibit B.
- b. Lobby/Circulation/Seating Area. Boatworks shall be allowed to reduce the size of the lobby/circulation/seating area of the Building in order to allow construction of the restaurant as set forth in subsection (a) above. The new lobby/circulation/seating area is set forth on attached Exhibit C.
- c. Office Area/Main Floor. Boatworks shall be allowed to convert approximately 3,966 square feet on the main floor of the Building into office space. The additional office area is shown on attached Exhibit D.
- d. Retail Space/Bar Area. Boatworks shall be allowed to construct a retail space consisting of approximately 258 square feet adjacent to the circulation/seating area on the main floor of the Building as shown on attached Exhibit E. As required under the Development Agreement and/or PUD/CUP Permit, the bar area shall be limited to 18 seats.
- e. Office Area/Upper Deck. On the eastern half of the upper deck level of the Building, Boatworks shall be allowed to provide executive office suites consisting of approximately 1,720 square feet. This new office area on the upper deck is outlined on attached Exhibit F.

- f. Parking. If, in the reasonable discretion of the City Council, the proposed parking/valet arrangement is not meeting the parking demands of the Building and/or Property or is creating a safety and circulation problem to and from the beach property from Lake Street for extended periods of time, the City Council may, in its reasonable discretion, require that Boatworks resolve the problem in a manner selected by the Boatworks, and approved by the Council, whether by construction of a ramp, reduction of office or restaurant square footage in use, or other manner, by a specific date to be set by the City Council. Such date shall give the Boatworks reasonable time to implement the proposed solution. The City Council may also specify what steps will be taken by Wayzata to resolve the problem should such problem not be sufficiently resolved on the part of Boatworks by the deadline imposed by the City Council. (For example only, the City Council may require reduction of a portion of the square footage of a particular use in the Building if the parking problem is not resolved as required by the City Council within the then specified time frame.) This requirement is specific to this Property and its associated PUD/CUP alone, due to the unique nature of this development, and does not affect any other developments within Wayzata nor set precedence for this type of agreement. A review of the parking by Wayzata staff and Boatworks shall occur throughout the summer of 2002 to demonstrate if parking requirements are being met and if the valet parking arrangement is successful. If deemed necessary by the Wayzata city staff or the City Council, parking needs of the Property shall be reviewed by the Wayzata city staff every six months for two years from the date of this Agreement and the City Council may require Boatworks to resolve any City Council-identified parking problem in the same manner as outlined above in this Section.
- g. Redevelopment of 259 Lake Street. The Development Agreement and/or PUD/CUP state that the 259 Lake Street lot cannot be redeveloped unless the redevelopment includes a parking ramp that allocates at least 72 parking spaces for use by the Boatworks site. The new proposal, outlined in this Amendment, increases the parking spaces needed by the Boatworks Site by 13 spaces. Therefore, the sum of 72 plus 13, or 85 parking spaces on the 259 East Lake Street site will be required to be allocated for use by the Boatworks Site if the 259 East Lake Street parcel gets redeveloped.
- h. Beach Parking. The parking spaces originally designated as municipal beach parking spaces in the Development Agreement and/or CUP/PUD Permit shall remain, with 57 dedicated parking spaces for weekday and weekend beach use, and 32 dedicated spaces for weekend beach use, for a total of 89 designated spaces, in the locations agreed upon in the Development Agreement and/or CUP/PUD Permit.

- i. Signage. Boatworks shall cooperate with the Wayzata city staff and City Council on a review of directional signage for the Lake Street area and reasonably cooperate with the findings of such.
- j. Landscaping. On the Lake Street Property Boatworks shall be required to continue to provide for and maintain a landscaping strip of at least eight feet wide between all parking areas and the sidewalks and/or street areas. The strip shall consist of shade trees at a maximum interval of 30 feet with a decorative fence, masonry wall or hedge. Solid walls shall be no less than three feet and no more than four feet in height. Proper lines of sight shall be maintained at all intersections.
- k. Transient Boat Storage. A minimum of 10 temporary boat spaces shall be provided for public use and shall be appropriately designated. Boatworks shall be responsible for all permits required by the Lake Minnetonka Conservation District, if necessary. No new dock shall be located west of the current docks. If the location of these 10 temporary boat spaces changes over time, the location of the spaces shall be administratively approved by City Staff.
- l. Bicycle Parking. Boatworks shall provide for at least four bicycle parking spaces to be provided in a convenient, visible and preferable sheltered location. Bicycle racks shall conform to all Wayzata standards. The bicycle parking location shall be approved by City Staff and installed no later than July 1, 2002.
- m. Roof Style. The roof style of the new office area on the upper deck of the Building shall be in conformity to that set forth on attached Exhibit G.
- n. Employee Parking/Valet Parking. Valet parking shall continue to be available for all restaurant patrons during all operational hours of the restaurant. All valet parking shall be done at the 259 Lake Street lot. All restaurant employees and staff shall also park at the 259 Lake Street lot.
- o. Public Access. The Lobby area and restrooms on the main level shall remain open to the public during regular business hours.

3. Conflict with Development Agreement and PUD/CUP Permit. To the extent that there is conflict between the terms of this Agreement and the Development Agreement and the PUD/CUP Permit, the terms of this Agreement shall control. However, the terms of the Development Agreement and the PUD/CUP Permit shall remain unchanged except as specifically amended by the terms of this Agreement.

4. No Impairment of Lien. The Property shall remain subject to the lien of the Development Agreement and the PUD/CUP Permit and nothing herein shall affect the lien of the Development Agreement and the PUD/Cup Permit or the priority thereof or affect the liability of

any party liable under or on account of the Development Agreement and/or the PUD/CUP Permit, except as expressly provided herein.

5. No Impairment of Right to Future Consent. Nothing contained herein shall in any manner affect Wayzata's discretionary right to refuse to permit any future transfer or amendment of the terms of the Development Agreement and/or the PUD/CUP Permit.

6. No Waiver of Default. This Agreement shall not operate to waive any existing default or defaults under the Development Agreement nor the PUD/CUP Permit and Wayzata shall have any and all remedies against Boatworks for any such default that are available to Wayzata under the Development Agreement and/or PUD/CUP Permit.

7. Default. Any default or breach of any covenant hereunder shall constitute a default under the Development Agreement and the PUD/CUP Permit.

8. Governing Law. This Agreement and all provisions hereunder shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. Amendment. This Agreement, the Development Agreement and the PUD/CUP Permit may be amended only by written agreement signed by all of the parties.

10. Benefit Recording. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and shall be recorded against the title records for the Property.

11. Headings. The paragraph headings of this Agreement are for reference only and shall not be deemed to alter or affect the meaning of the terms hereof.

12. Execution and Counterparts. This Agreement may be executed in any number of counterparts and such counterparts shall be deemed to be originals, and all such counterparts, taken together, shall constitute but one and the same instrument.

13. Proof of Assignments. Boatworks agrees to cooperate with Wayzata in executing and recording with the appropriate Hennepin County land recording office all documents necessary to evidence the Development Agreement, the PUD/CUP Permit and the assignments of the same to Boatworks.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

BOATWORKS DEVELOPMENT
COMPANY, LLC

By: [Signature]
Its: Chief Manager

THE CITY OF WAYZATA

By: [Signature]
Its: MAYOR

By: [Signature]
Its: City Manager

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 8th day of October, 2002, by M.G. Kaminski, the Chief Manager of Boatworks Development Company, LLC, a Minnesota limited liability company, on behalf of the company.



Terry Schneider
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 20 day of November, 2002, by Barry Petit and Alfa Oran, respectively the Mayor and City Manager of The City of Wayzata, a Minnesota municipal corporation, on behalf of the City.



Joan B. Smith
Notary Public

This instrument was drafted by:

Paul E. Kaminski
Best & Flanagan, LLP
225 South Sixth Street
Suite 4000
Minneapolis, MN 55402-4331

187036 v4

LEGAL DESCRIPTION OF PROPERTY

File No.: 10992

File Name: Minnetonka Boatworks

LEGAL DESCRIPTION

Parcel 1

Tract C, Registered Land Survey No. 959, according to the plat thereof on file and of record in the office of the Registrar of Titles, in and for Hennepin County, Minnesota.

Torrens Property

Torrens Certificate No. 836148

All that part of Lot 26, Auditor's Subdivision No. 184, described as follows:
Beginning at the most Southerly corner of Tract D, Registered Land Survey No. 959, files of the Registrar of Titles, Hennepin County, Minnesota; thence South along the East line of said Lot 26 to the Southeast corner thereof; thence West along the South line thereof 17 feet; thence Northeasterly to the point of beginning.

Abstract Property

All that part of Grove Street vacated lying Easterly of a line drawn from the Southeast corner of Tract A, Registered Land Survey No. 959, files of Registrar of Titles, Hennepin County, Minnesota, to the most Northerly corner of Tract B, said Registered Land Survey No. 959, and there ending, according to the recorded plat thereof.

Abstract Property

Parcel 2

All that part of the tract of land hereinafter described lying East of the Northerly extended East line of lot 17, Auditor's Subdivision 184, and West of the Northerly extended West line of Lot 11, Auditor's Subdivision 184, said tract of land begin described as follows, to wit;

Commencing at the Northeast corner of Lot 11, Auditor's Subdivision 184, Hennepin County, Minnesota; thence West along the North line of Lot 11 and an extension thereof a distance of 315.85 feet; thence South a distance of 142.6 feet to the Northeast corner of Lot 18; thence West along the North line of Lot 18 a distance of 50 feet to the Northwest corner of said Lot 18; thence

—
South along the West line of Lot 18 a distance of 2.6 feet; thence West parallel with the South line of Lot 19 a distance of 7 feet; thence North parallel with the West line of Lot 10 to the point of intersection with the Easterly extended South line of Lot 4, Auditor's Subdivision 184; thence East along the Easterly extension of said South line of Lot 4, Auditor's Subdivision 184 to the point of intersection of said South line of Lot 4, as so extended, with the Westerly line of the Watertown Road; thence Southerly and Southwesterly along the West line of the Watertown Road to the point of beginning.

Abstract Property

That part of Lot 10, Auditor's Subdivision Number 184, Hennepin County, Minnesota, described as follows, to wit: Beginning at a point on the South line of said Lot 10 which is the Northwest corner of Lot 16 of said subdivision; thence Easterly along said South line a distance of 90 feet to a point which is the Southwest corner of Lot 12 of said subdivision; thence North along the West line of Lots 12 and 11 of said subdivision a distance of 142.6 feet to the Northwest corner of Lot 11; thence West along an extension of the North line of said Lot 11, a distance of 90 feet; thence South to the point of beginning, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

Torrens Certificate No. 836149

Lot 12, Auditor's Subdivision Number 184, Hennepin County, Minnesota, except the North 55 feet thereof.

Abstract Property

Lot 15, except the East 27 feet front and rear thereof, of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said Lot 15 and the center line of said street and between extensions across it of the side lines of said part of Lot 15.

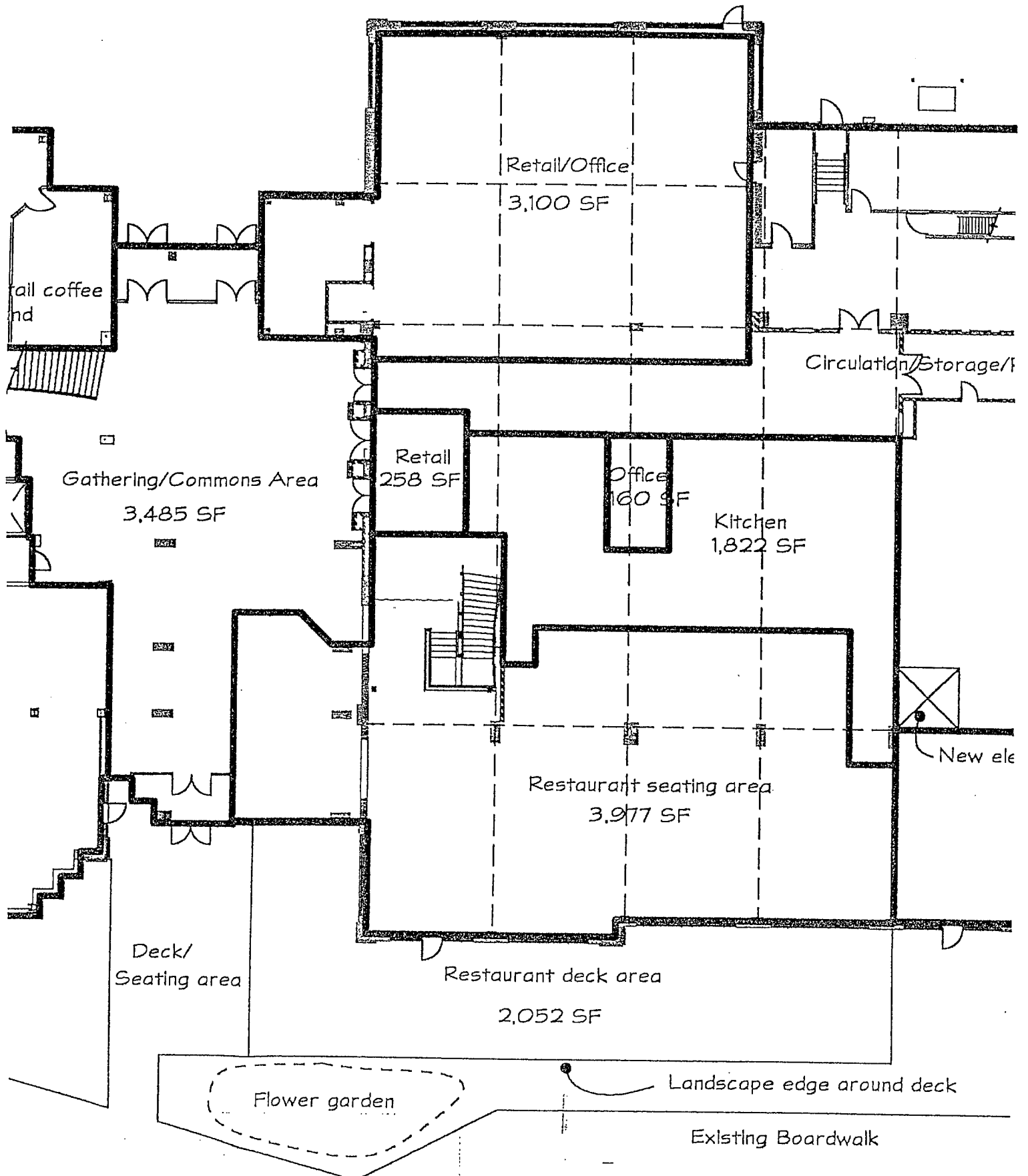
Lot 16 of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said lot and the center line of said street and between extensions across said strip of land of the side lines of said Lot 16, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

Torrens Certificate No. 836149

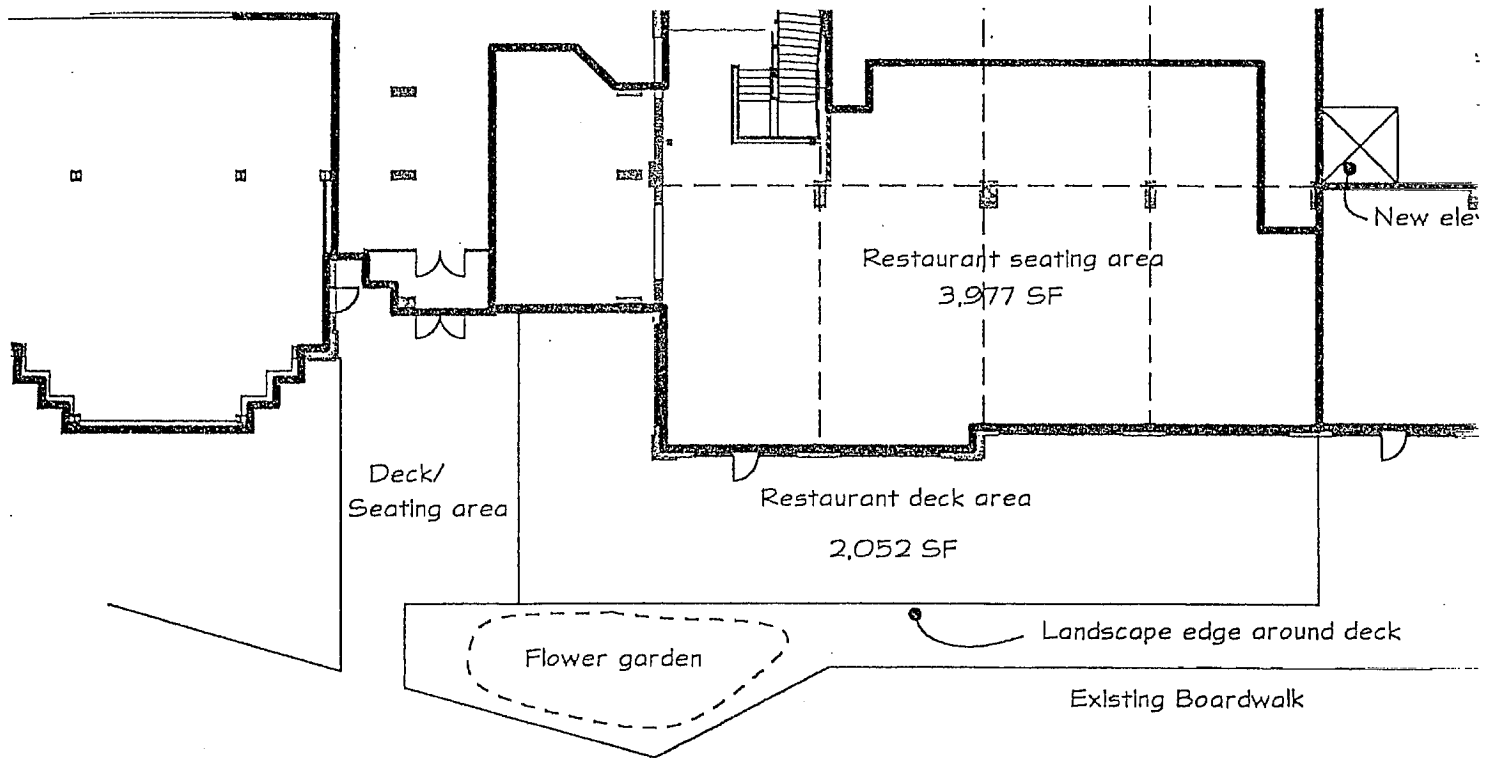
Valet drop off area

Exhibit A

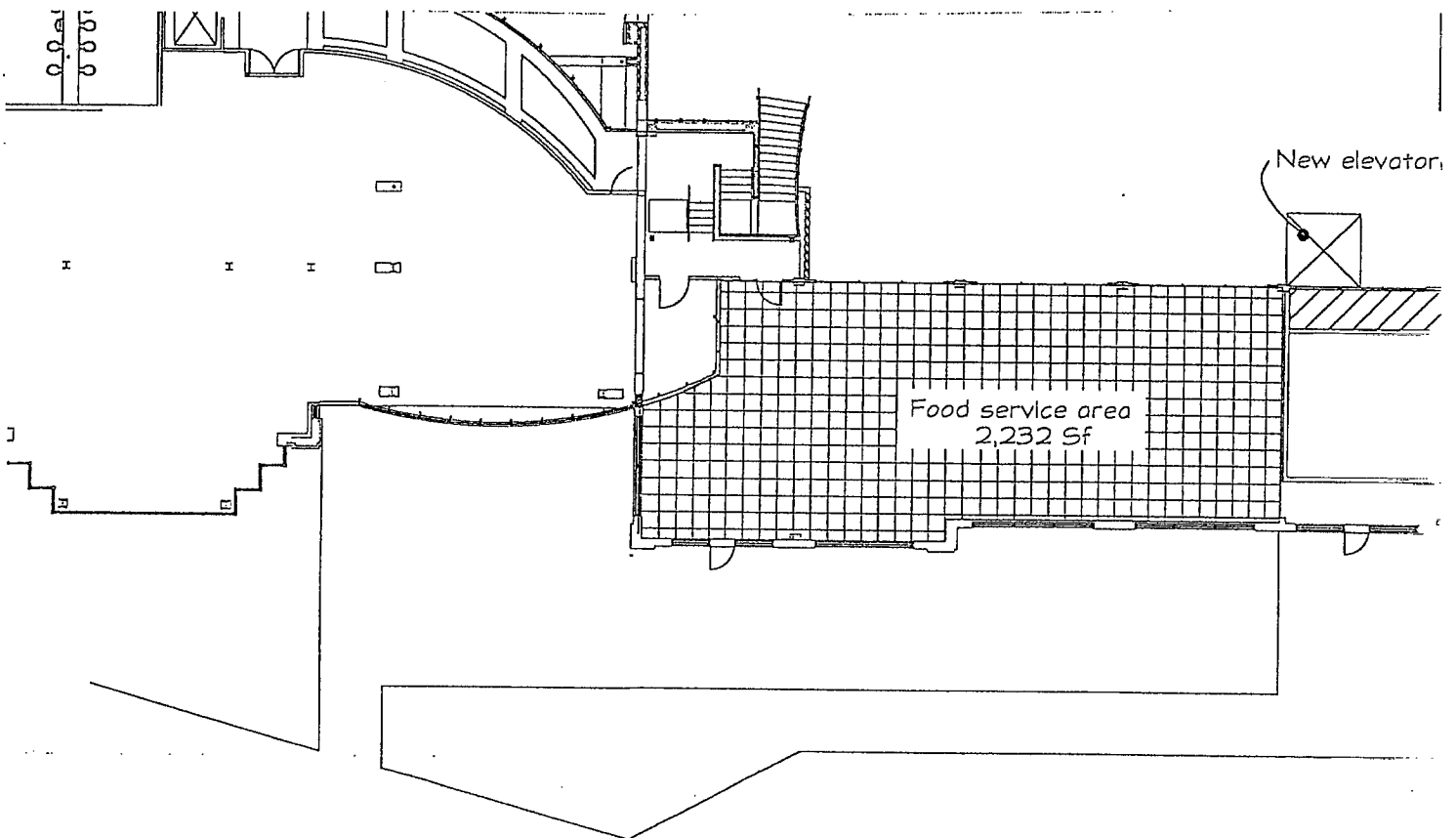


Restaurant layout

Exhibit B

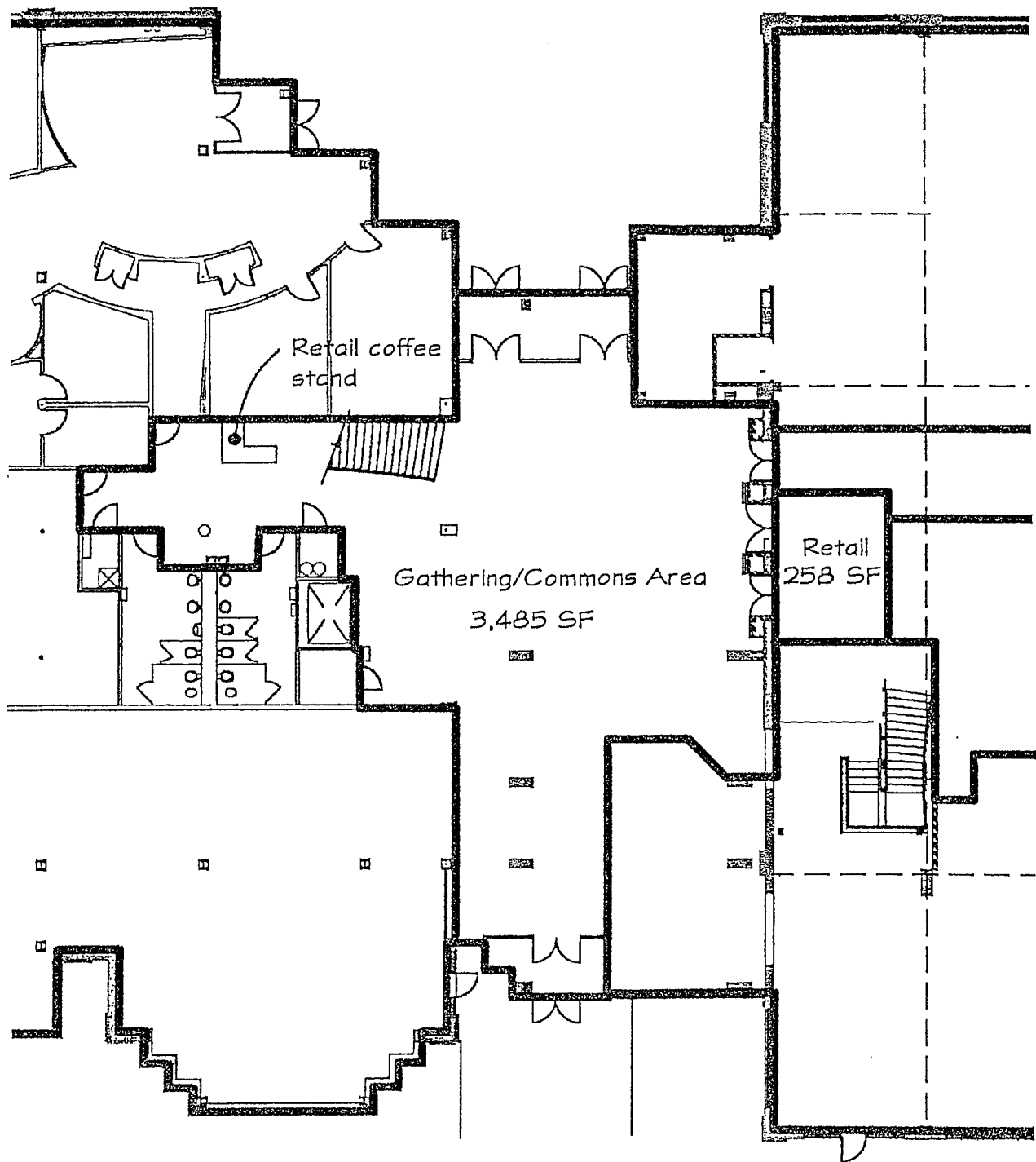


Outdoor ground level deck



Upper level deck

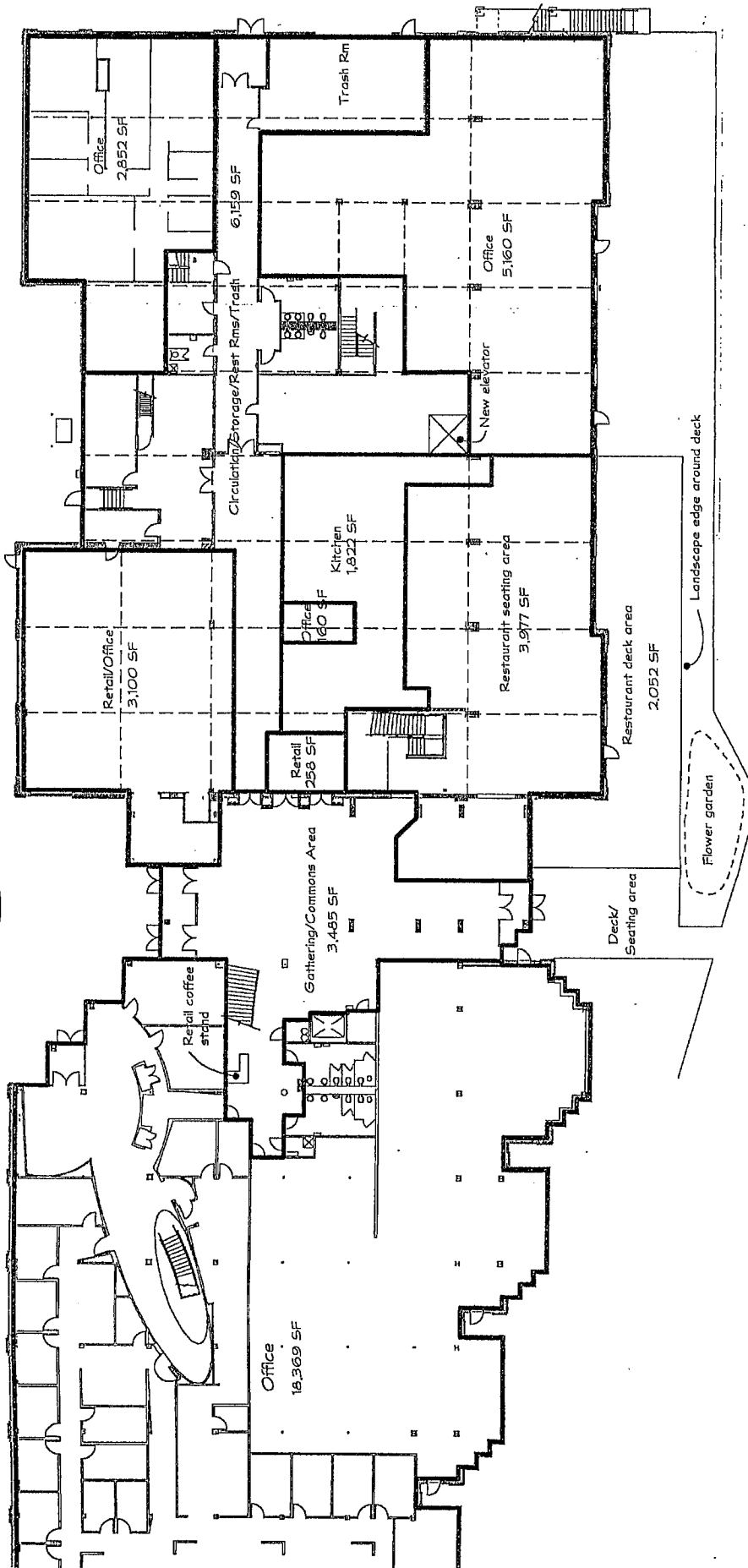
Exhibit C



Lobby area

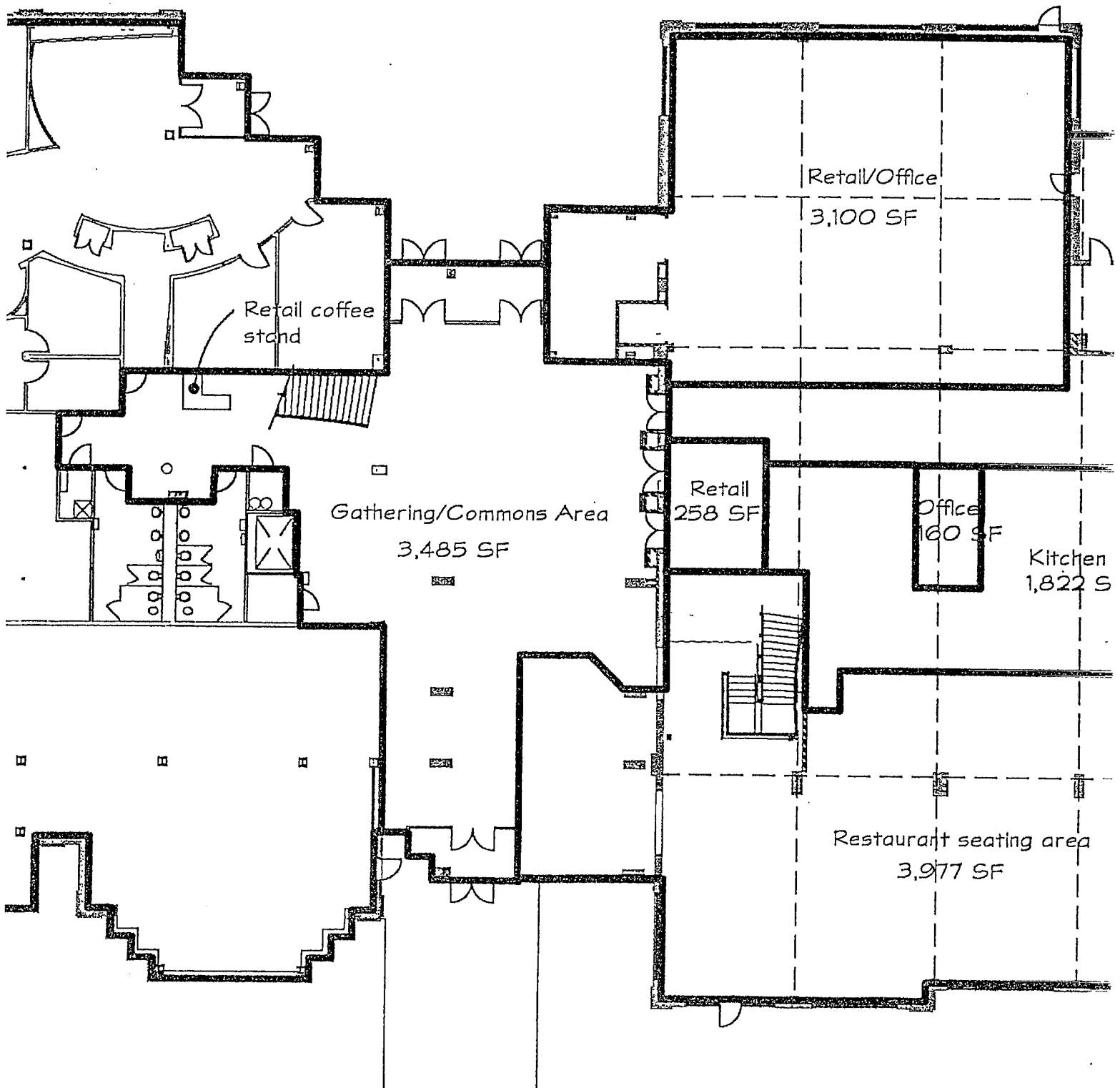
Exhibit D

Valet drop off area

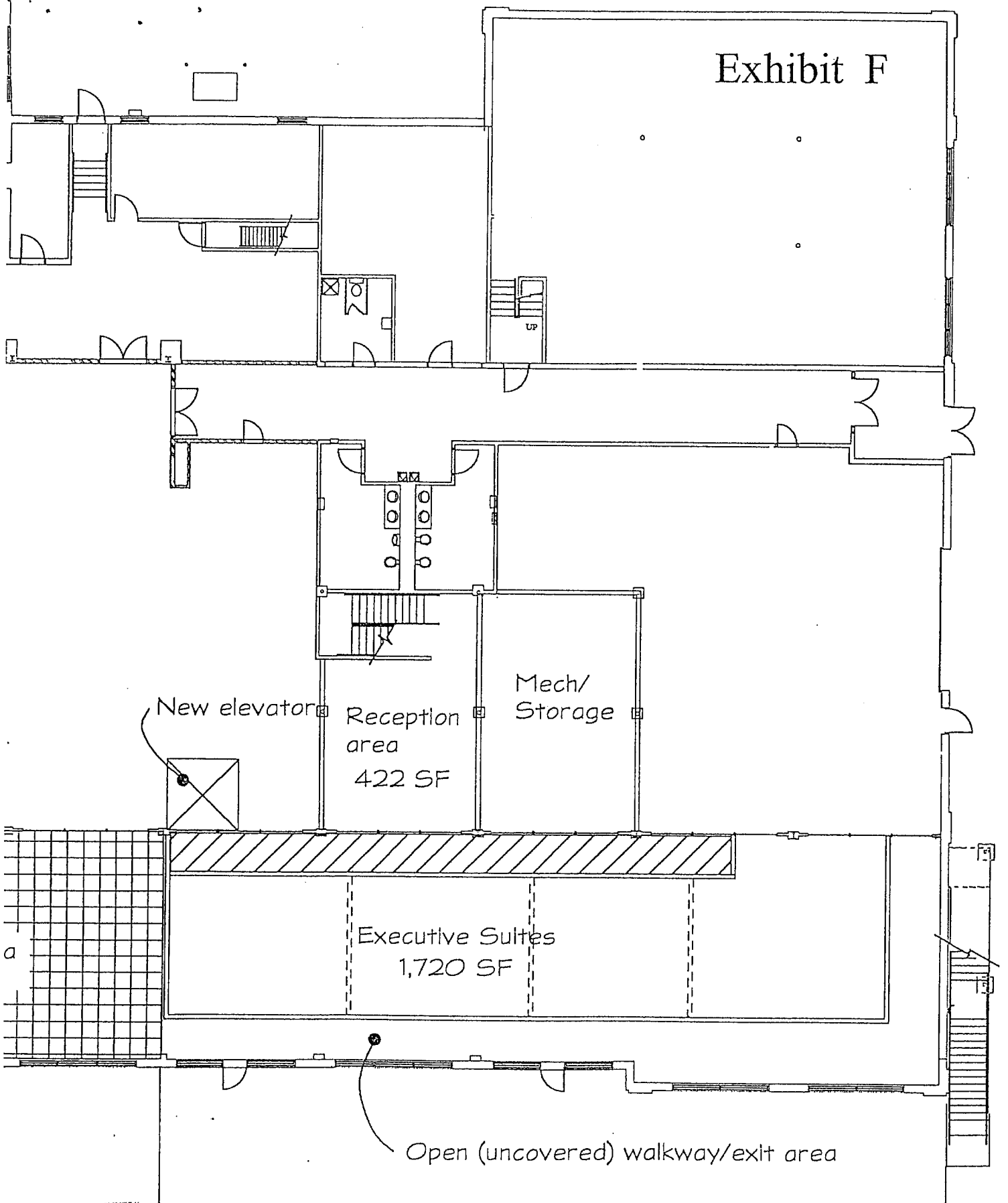


Main level office space

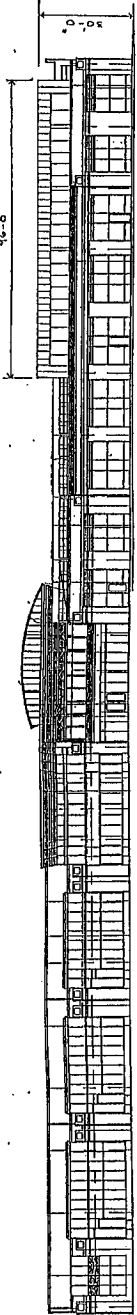
Exhibit E



Main level retail space

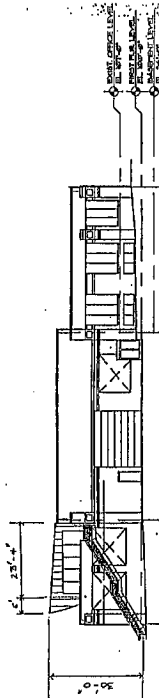


Upper level deck office space

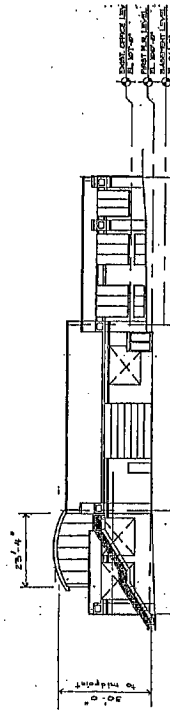


① SOUTH ELEVATION Alternate A
1/8"=1'-0"

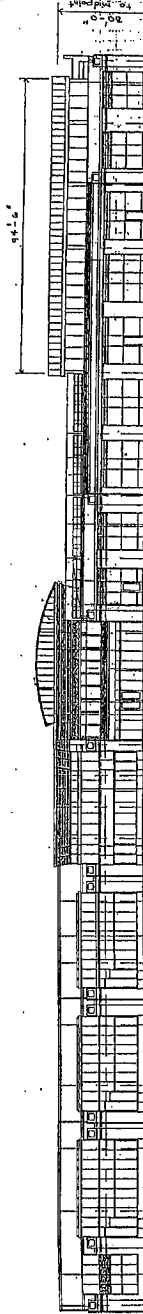
Minnetonka Boatworks



② EAST ELEVATION Alternate A
1/8"=1'-0"



② EAST ELEVATION Alternate B
1/8"=1'-0"





Digital image of proposed south elevation

Exhibit C
Second Amendment to Development Agreement and Planned Unit Development
Agreement/Conditional Use Permit

DRAFT



Duplicate
Filing
Certificate

Doc No 8526122 02/11/2005 10:39 AM
Certified filed and or recorded on above date:

Office of the County Recorder

Hennepin County, Minnesota

Michael H. Cuniff, County Recorder

Deputy 11

TransID 93581

Fees

\$15.00 DOC

\$4.50 SUR

\$1.00 COPY

\$20.50 Total

TRANSFER ENTERED
HENNEPIN COUNTY TAXPAYER SERVICES

FEB 11 2005

HENNEPIN COUNTY MINN.
Jeff F. Benoit DEPUTY

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT/CONDITIONAL USE PERMIT

This Second Amendment to Development Agreement and Planned Unit Development Agreement/Conditional Use Permit (the "**Amendment**") dated February 7, 2005 is made among Boatworks Development Company, LLC, a Minnesota limited liability company ("**Prior Boatworks**"), Bay Holdings, LLC, a Minnesota limited liability company ("**Current Boatworks**"), and the City of Wayzata, a municipal corporation under the laws of the State of Minnesota ("**Wayzata**").

Recitals:

A. Boatworks Development Company, Inc. ("**Original Boatworks**") and Wayzata entered into the Development Agreement dated March 26, 1997 (the "**Original Development Agreement**"), which was recorded in the Office of the County Recorder, Hennepin County, Minnesota on April 15, 1997 as document number 6721202, and recorded in the Office of the Registrar of Titles, Hennepin County, Minnesota on April 11, 1997 as document number 2801690. The Original Development Agreement relates to the real property in the City of Wayzata, Hennepin County, Minnesota that is commonly known as the "Wayzata Boat Works" (as legally described in the Original Development Agreement, the "**Property**").

B. Pursuant to the Original Development Agreement, Original Boatworks and Wayzata entered into the Planned Unit Development/Conditional Use Permit dated March 26, 1997 (the "**Original PUD/CUP Permit**"), which was attached to the Original Development Agreement as Exhibit A.

C. On May 17, 2001 Original Boatworks transferred the Property to Prior Boatworks. In connection with that transfer, Original Boatworks assigned its rights and obligations under the Original Development Agreement and the Original PUD/CUP Permit to Prior Boatworks pursuant to the Assignment of Development Agreement dated May 17, 2001.

D. Prior Boatworks and Wayzata amended the Original Development Agreement and the Original PUD/CUP Permit pursuant to the First Amendment to Development Agreement and Planned Unit Development Agreement/Conditional Use Permit dated April 24, 2002 (the "**First**").

Amendment”), which was recorded in the Office of the County Recorder, Hennepin County, Minnesota on January 22, 2003 as document number 7925215, and recorded in the Office of the Registrar of Titles, Hennepin County, Minnesota on January 15, 2003 as document number 3666747. The Original Development Agreement and the Original PUD/CUP Permit, as amended by the First Amendment, are, respectively, the **“Original Amended Development Agreement”**, and the **“Original Amended PUD/CUP Permit”**.

D. On July 9, 2004 Prior Boatworks transferred the portion of the Property identified in Section 3.D. of the Original PUD/CUP Permit as the “Boat Works Site”, which is also legally described under the heading “Parcel 1” in the Exhibit A-1 attached to the Original PUD/CUP Permit, to Current Boatworks. Prior Boatworks retained title to the remaining portion of the Property, which is identified in Section 3.D of the Original PUD/CUP Permit as the “Shaver & McCarthy Site”, and is legally described under the heading “Parcel 2” in the Exhibit A-1 attached to the Original PUD/CUP Permit. In connection with the transfer of the Boat Works Site, Prior Boatworks transferred all of its rights and obligations under the Original Amended Development Agreement and the Original Amended PUD/CUP Permit to Current Boatworks, and Current Boatworks assumed those rights and obligations, pursuant to the Assignment and Assumption of Development Agreement and PUD/CUP Permit dated July 9, 2004 (the **“2004 Assignment”**), which was recorded in the Office of the County Recorder, Hennepin County, Minnesota on July 8, 2004 as document number 8393877, and recorded in the Office of the Registrar of Titles, Hennepin County, Minnesota on July 12, 2004 as document number 3988838.

E. Also in connection with the transfer of the Boat Works Site, Prior Boatworks and Current Boatworks entered into the Parking Easement Agreement dated July 9, 2004 (the **“Parking Easement Agreement”**), which was recorded in the Office of the County Recorder, Hennepin County, Minnesota on July 8, 2004 as document number 8393878, and recorded in the Office of the Registrar of Titles, Hennepin County, Minnesota on July 12, 2004 as document number 388839. The Parking Easement Agreement creates a parking easement over the Shaver & McCarthy Site for the benefit of the Boat Works Site consistent with the terms of the Original Amended Development Agreement and the Original Amended PUD/CUP Permit.

F. Wayzata, Current Boatworks, and Prior Boatworks desire to amend the Original Amended Development Agreement and the Original Amended PUD/CUP Permit as provided in this Amendment.

NOW THEREFORE, the parties agree as follows:

1. **Interpretation.** This Amendment amends the Original Amended Development Agreement and the Original Amended PUD/CUP Permit. The Original Amended Development Agreement and the Original Amended PUD/CUP Permit, as amended by this Amendment (respectively, the **“Development Agreement”** and the **“PUD/CUP Permit”**), remain in full force and effect.

2. **Reaffirmation of Obligations.** Current Boatworks hereby reaffirms its obligations under the Development Agreement and the PUD/CUP Permit. Prior Boatworks

hereby reaffirms its obligations under the provisions of the Original PUD/CUP Permit that relate to the Shaver & McCarthy Site.

3. Consent to Transfer. For all purposes related to the Development Agreement and the PUD/CUP Permit, Wayzata hereby consents to (i) the transfer of the Boat Works Site from Prior Boatworks to Current Boatworks, (ii) the 2004 Assignment, and (iii) the Parking Easement Agreement. Except for the obligations and liabilities of Prior Boatworks under Sections 3.D, 3.E, 3.AA, 3.BB, 3.CC of the Original PUD/CUP Permit that relate to the Shaver & McCarthy Site, Wayzata agrees that Prior Boatworks has no obligations or liabilities arising under or in connection with the Development Agreement or PUD/CUP Permit with respect to any time period on or after the transfer of the Boat Works Site to Current Boatworks on July 9, 2004. Wayzata hereby releases the Shaver & McCarthy Site from the Development Agreement, including its terms and lien, effective July 9, 2004, provided that the Shaver & McCarthy Site shall continue to be encumbered by the terms of Sections 3.D, 3.E, 3.AA, 3.BB, 3.CC of the Original PUD/CUP Permit that relate to the Shaver & McCarthy Site.

4. Amendment Regarding Consent to Future Transfers. Effective on the date of this Amendment, Wayzata and Current Boatworks hereby amend the Development Agreement by deleting the first sentence of Section 14 of the Original Development Agreement, and Wayzata agrees that the City Council's consent shall not be required for any future transfer of all or any part of either the Boat Works Site or the Shaver & McCarthy Site, or the assignment of the Development Agreement or the PUD/CUP Permit to any future owner of all or any part of the Boat Works Site or the Shaver & McCarthy site.

5. Notice Address. For the purposes of the Development Agreement and the PUD/CUP Permit, the notice addresses of both Prior Boatworks and Current Boatworks are hereby changed to:

c/o Wayzata Bay Management, LLC
294 Grove Lane
Wayzata, MN 55391

6. Further Amendments. The Development Agreement may be amended only by a written agreement executed and delivered by both Wayzata and Current Boatworks, or their applicable respective successors and assigns. The PUD/CUP Permit may be amended only by a written agreement executed and delivered by Wayzata, Current Boatworks, and Prior Boatworks, or their applicable respective successors and assigns, except that any amendment to the PUD/CUP Permit that does not adversely affect Prior Boatworks' obligations or liabilities with respect to the Shaver & McCarthy Site need not be executed or delivered by Prior Boatworks or its applicable successors or assigns.

Signature Page Follows

Boat Works Development Company, LLC

By:

M.G. Kaminski
M.G. Kaminski, its Chief Manager

Bay Holdings, LLC

By: Grove Holdings, Inc., a Minnesota
corporation, its Managing Member

By:

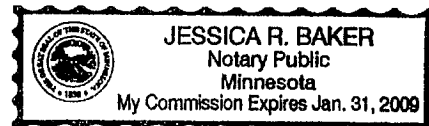
M.G. Kaminski
M.G. Kaminski, its President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on February 7, 2005, ~~2004~~
by M.G. Kaminski, the Chief Manager of Boat Works Development Company, LLC, a
Minnesota limited liability company, on behalf of Boat Works Development Company, LLC.

Jessica R. Baker
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)



The foregoing instrument was acknowledged before me on February 7, 2005, ~~2004~~
by M.G. Kaminski, the President of Grove Holdings, Inc., a Minnesota corporation, the
Managing Member of Bay Holdings, LLC, a Minnesota limited liability company, on behalf of
Bay Holdings, LLC.

Jessica R. Baker
Notary Public

THIS DOCUMENT DRAFTED BY:

Fabyanske, Westra & Hart, P.A.
Suite 1900
800 LaSalle Avenue
Minneapolis, Minnesota 55402

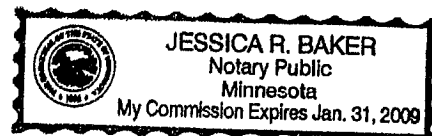


Exhibit D
Resolution 08-2015

DRAFT

RESOLUTION NO. 08-2015

**RESOLUTION APPROVING PUD AMENDMENT, CUP, AND SITE PLAN FOR
294 GROVE LANE**

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

Section 1. BACKGROUND

- 1.1 Project. Boatworks II LLC and Wayzata Brew Works LLC (collectively, the "Applicant") have submitted an application (the "Application") for approval of a Amendment to an existing Planned Unit Development (PUD) (the "PUD Amendment") and a new Conditional Use Permit to allow the operation of a microbrewery/taproom and distillery facility (collectively, the "Micro-production Facility" or "Project") at 294 Grove Lane (the "Property") as depicted on Attachment A attached hereto.

The Applicant previously submitted and received approval for a similar application in August of 2014 (via Resolution 23-2014), but requested that the City rescind the approvals to allow the Applicants to make some modifications to their business plan and proposed layout of the space. The Micro-production Facility would utilize approximately 5,080 SF of the east wing of the Boatworks building, with 2,810 SF of brewing space, storage and support space, and 2,270 SF of taproom/bar space. In addition, the Micro-production Facility would also modify an existing lake side patio. The Micro-production Facility proposal would replace 3,183 SF of general office space within the building.

- 1.2 Application Requests. As part of the Application, the Applicant is requesting approval of the following items:
- A. Amendment to existing PUD under Section 801.33.9 to allow a Micro-production Facility at 294 Grove Lane (the "PUD Amendment")
 - B. Conditional Use Permit under Section 801.77.5 to allow micro-brewery, taproom, distillery and tasting room operations (collectively, the "Micro-production Facility CUP")
 - C. Site Plan approval under Section 801.22 (the "Site Plan")
- 1.3 Legal Description. The address, property identification number and owners of the property included in the Application (collectively, the "Property") are:

294 Grove Lane East	06-117-22-32-0023	Boatworks II LLC
---------------------	-------------------	------------------

- 1.4 Land Use. The land use designations for the Property are:

	Boatworks Building Parcel
Zoning:	C-3 Service District with Planned Unit Development (PUD)/Conditional Use Permit
Comp Plan:	Central Business District
Total lot size:	134,361 square feet (SF) or 3.08 acres

- 1.5 PUD Agreement. The Property is encumbered by a PUD Development Agreement that was entered into in 1997 between a previous owner of the Property and the City, which requires an amendment to allow the proposed expansion Project. The 1997 PUD Development Agreement was subsequently amended in 2002 and 2005.
- 1.6 Notice. Notice of a public hearing on the Application at the January 5, 2015 Planning Commission Meeting was published in the *Sun Sailor* on December 25, 2014. A copy of the notice was mailed to all property owners located within 350 feet of the Property on December 18, 2014.
- 1.7 Planning Commission Action. The Planning Commission reviewed the Application and held a Public Hearing on January 5, 2015. The Commission was supportive of the Application and recommended approval to the City Council, with conditions, by a vote of five (5) in favor and zero (0) opposed.

Section 2. STANDARDS

2.1 PUD Amendment.

- A. Application for Amendment. Any deviation or modification from the terms or conditions of an approved PUD permit or any alteration in a project for which a PUD permit has been approved shall require an amendment of the original permit.
- B. Public Hearing; Action by the Planning Commission and City Council. The same public hearing and review procedure by the Planning Commission and City Council shall be followed for an amendment of a PUD permit as is followed with respect to an application for approval of a PUD Concept Plan, as outlined in Section 801.33.5 and 801.33.6 of the Zoning Ordinance. The affirmative majority vote (3 of 5) of the City Council shall be required for approval of an amendment of a PUD permit.
- C. Council Discretion. If the Council determines that the proposed PUD project will not be detrimental to the health, safety and welfare

of residents of the community and the surrounding area and that the project does conform with the overall intent and purpose of Section 33 of the Zoning Ordinance, it may approve the PUD, although it shall not be required to do so. Section 801.33.2.A.

- D. Intent and Purpose of PUDs. The PUD process, outlined in Section 801.33 of the Zoning Ordinance, allows deviation from the strict provisions of the Zoning Ordinance related to setbacks, lot area, width and depth, yards, etc., for the purpose of encouraging:
1. Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and placement of structures and by the conservation and more efficient use of land in such developments.
 2. Higher standards of site and building design through the use of trained and experienced land planners, architects, landscape architects, and engineers.
 3. More convenience in location and design of development and service facilities.
 4. The preservation and enhancement of desirable site characteristics such as natural topography and geologic features and the prevention of soil erosion.
 5. A creative use of land and related physical development which allows a phased and orderly development and use pattern.
 6. An efficient use of land resulting in smaller networks of utilities and streets thereby lower development costs and public investments.
 7. A development pattern in harmony with the objectives of the Wayzata Comprehensive Plan. (PUD is not intended as a means to vary applicable planning and zoning principles.)
 8. A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the City.
- E. General Standards. Section 801.33.2.A of the Zoning Ordinance sets forth the general standards for review of any PUD application. These are:

1. Health Safety and Welfare; Intent and Purpose of PUDs. In reviewing the PUD application, the Council shall consider comments on the application of those persons appearing before the Council, the report and recommendations of the Planning Commission, the recommendations on design and any staff report on the application. The Council also shall evaluate the effects of the proposed project upon the health, safety and welfare of residents of the community and the surrounding area and shall evaluate the project's conformance with the overall intent and purpose of Section 33 of the PUD Ordinance.
2. Ownership. Applicant/s must own all of the property to be included in the PUD.
3. Comprehensive Plan Consistency. The PUD project must be consistent with the City's Comprehensive Plan.
4. Sanitary Sewer Plan Consistency. The PUD project must be consistent with the City's Sanitary Sewer Plan.
5. Common Open Space. The PUD project must provide common private or public open space and facilities at least sufficient enough to meet the minimum requirements established in the Comprehensive Plan, and contain provisions to assure the continued operation and maintenance of such.
6. Operating and Maintenance Requirements. Whenever common private or public open space or service facilities are provided within a PUD, the PUD plan must contain provisions to assure the continued operation and maintenance of such open space and service facilities to a predetermined reasonable standard. Common private or public open space and service facilities within a PUD must be placed under the ownership of one of the following, as approved by the City Council: (i) dedicated to the public, where a community-wide use is anticipated, (ii) Landlord control, where only tenant use is anticipated, or (iii) Property Owners Association, provided the conditions of 801.33.2.A.6.c are met.
7. Staging of Public and Common Open Space. When a PUD provides for common private or public open space, and is planned as a staged development over a period of time, the

total area of common or public open space or land escrow security in any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire PUD as the stages or units completed or under development bear to the entire PUD.

8. Density. The PUD project must meet the density standards agreed upon by the applicant and City, which must be consistent with the Comprehensive Plan.
9. Utilities. All utilities associated with the PUD must be installed underground and meet the utility connection requirements of Section 801.33.2.A.10.
10. Utility Connections. All utilities associated with proposed PUD must meet the utility connection requirements of Section 801.33.2.A.10.
11. Roadways. All roadways associated with the PUD must conform to the Design Standards and Wayzata Subdivision Regulations, unless otherwise approved by City Council.
12. Landscaping. All landscaping associated with the PUD must be according to a detailed plan approved by the City Council. In assessing the plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structure and the overall scheme of the PUD plan.
13. Setbacks. The front, rear and side yard restrictions on the periphery of the Planned Unit Development site at a minimum shall be the same as imposed in the underlying districts, if a PUD conditional use permit, or the previous zoning district, if a PUD District. No building shall be located less than fifteen (15) feet from the back of the curb line along those roadways which are part of the internal street pattern. No building within the PUD project shall be nearer to another building than one-half (1/2) the sum of the building heights of the two (2) buildings. In PUD Districts for parcels that were zoned commercial prior to PUD and which exceed 13 acres, the allowable setbacks shall be as negotiated and agreed upon between the applicant and the City.
14. Height. The maximum building height to be considered within a PUD District shall be thirty five (35) feet and three (3) stories, whichever is lesser. There shall be no deviation

from the height standards applied within the applicable zoning districts for PUD conditional use permits. In PUD Districts for parcels that were zoned commercial prior to PUD and which exceed 13 acres, the maximum allowable height and number of floors shall be as negotiated and agreed upon between the applicant and the City.

2.2 Conditional Use for Micro-production Facilities. Micro-production Facilities are a conditional use in the C-3 Service Commercial District provided that:

- A. Licensing. The owner of the micro-production facility qualifies for and receives all federal, state and city licenses necessary for the operation of the micro-production facility, including a brewer license and a malt liquor wholesale license (if wholesale of malt liquor is an intended activity); winery license; and/or a distiller's license from the State of Minnesota, according to Minnesota Statutes Section 340A.
- B. Taproom/Tasting Room License. An accessory taproom or tasting room for the on-sale of beer, wine, or spirits produced on-site shall require a taproom/tasting room license from the City of Wayzata, according to City Code Section 524.02.
- C. Off-sale. On-site sale of beer in the form of growlers shall require a Brewery License for Off-Sale of Malt Liquor, according to City Code Section 524.02. On-site sale of wine or spirits, other than samples as governed under Minnesota State Statutes, shall be prohibited.
- D. Production of Beer. Total production of malt liquor shall not exceed 5,000 barrels annually. Micro-production Facilities with a taproom license shall not exceed 3,500 barrels annually, and only 500 barrels may be sold off-sale as growlers. Any micro-production facility operating as a brewery shall annually submit production reports to the City with the request to renew a brewery taproom or off-sale malt liquor license.
- E. Production of Wine. Total production of wine shall not exceed 50,000 gallons annually. Any micro-production facility operating as a winery shall annually submit production reports to the City with the request to renew a tasting room or winery license.
- F. Production of Spirits. Total production of spirits shall not exceed 40,000 proof gallons annually. Any micro-production facility operating as a distillery shall annually submit production reports to the City with the request to renew a tasting room or distillery license.

- G. Off-street Loading. The micro-production facility shall provide adequate space for off-street loading and unloading of all trucks greater than twenty two (22) feet in length. In the absence of off-street loading, the City may impose limits on deliveries or shipments using the public rights of ways, including regulating the number of trucks per day and the hours that deliveries are permitted.
- H. Outdoor Storage. No outdoor storage is permitted on the site, with the exception that waste handling (refuse and/or recycling) may occur in an enclosure that is fully screened from adjoining streets and residentially zoned properties.
- I. Odors. No odors from the micro-production facility shall be perceptible beyond the property line. The micro-production facility operator shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control Standards.
- J. Waste. Waste products shall be disposed of in a timely manner and in such a way to reduce odors.
- K. Exterior Lighting. All exterior lighting shall be designed in such a way as to have no direction source of light visible from adjacent property, and shall comply with the requirements of Section 801.16.6 of the Wayzata Zoning Ordinance.
- L. Parking. Parking supply shall be provided on-site or through off-site arrangement, to avoid street parking on residential streets. Off-site or reduced parking supply shall require separate approval per the requirements of Section 801.20 of the Wayzata Zoning Ordinance, as applicable.
- M. Hours of Operation. Micro-production facility operation hours shall be limited to the hours specified in Minnesota Statutes Chapter 340A for off-sale intoxicating liquor unless further limited the City Council as part of a Conditional Use Permit.
- N. Other Provisions. A micro-production facility shall meet all other applicable performance standards and design requirements in the Wayzata Zoning Ordinance. The provisions of Section 801.04.2.F of the Wayzata Zoning Ordinance, listed below, pertaining to Conditional Use Permit criteria, are considered and satisfactorily met:

1. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
2. The proposed use's compatibility with present and future uses of the area.
3. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
4. The proposed use's effect on the area in which it is proposed.
5. The proposed use's impact upon property values in the area in which it is developed.
6. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
7. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

2.3 Site Plan.

Site and construction plans must be submitted to and approved by the Building Official prior to the issuance of any building permit. Except in the case of individual single family uses and minor projects, additions or alterations as determined by the Zoning Administrator and all building and site plans as specified by Section 801.09 of this Ordinance shall be subject to review by the Planning Commission and approval by the City Council. All site and construction plans officially submitted to the City shall be treated as a formal agreement between the building contractor and the City. Once approved, no changes, modifications or alterations shall be made to any plan detail, standard or specifications without prior submission of a plan modification request to the Building Official for his review and approval. City Code Section 801.22.2-4.

Section 3. FINDINGS

The City Council of the City of Wayzata hereby confirms and memorializes that the PUD Amendment, the Micro-production Facility CUP, and Site Plan set forth in the Application (Attachment A), if approved with the conditions set forth in this resolution, would meet the applicable requirements of Wayzata's Zoning Ordinance, based upon the following findings of fact made on the record (as well as all Application materials, staff reports, public comment presented at the hearing, and the Report and Recommendation of the Planning Commission):

3.1 PUD Amendment.

- A. Health, Safety and Welfare; Intent and Purpose of PUDs. The PUD Amendment (resulting in the "Amended PUD") conforms with the overall intent and purpose of a PUD as outlined in Section 33 of the Zoning Ordinance. The Planning Commission was generally supportive of the Project, given that it is an innovative use that would add commercial activity to the west end of Lake Street. The main concerns of the Planning Commission with the Amended PUD centered on traffic impacts and public utility systems being appropriately sized to handle the Project. The conditions recommended for approval are intended to address these concerns.
- B. General Standards. The Amended PUD, as presented, satisfies all of the fourteen (14) general standards listed in Section 801.33.2.A and in Section 2.1 of this Resolution. The following standards are met:
1. Application Complete. The Application contains all of the information and materials required by or requested pursuant to Section 801.33.5.C.
 2. Ownership. All of the property to be included in the Amended PUD is owned by Applicant.
 3. Comprehensive Plan. The proposed Amended PUD conforms with the applicable guidance of, and is consistent with the goals of the Comprehensive Plan.
 4. Common Space. The Amended PUD would provide sufficient common private or public open space and facilities.
 5. Landscaping. Landscaping in the Amended PUD would be according to a detailed plan approved by the City Council.
 6. Health, Safety, and Welfare. Provided the recommended conditions of approval are met, the Amended PUD would not have a negative effect on the welfare of residents of the community and the surrounding area.
- C. PUD Agreement. A 1997 PUD Development Agreement (subsequently amended in 2002 and 2005) encumbers the Property. As a condition of approval, the Applicant must receive City Council approval to amend the PUD Agreement in order for the Project to be constructed.

- 3.2 Conditional Use for Micro-production Facilities. The use proposed in the Application conforms with the applicable requirements of the Wayzata Zoning Ordinance for a Micro-production Facility CUP.
- A. Licensing. The Applicant, as a condition of approval, must qualify for, receive, and maintain all federal and state and city licenses necessary for the operation of the Micro-production Facility according to Minnesota Statutes Section 340A.
 - B. Taproom License. The Applicant, as a condition of approval, must qualify for and receive a taproom room license from the City of Wayzata, according to City Code Section 524.02.
 - C. Off-sale. The Applicant, as a condition of approval, must qualify for and receive a Brewery License for Off-Sale of Malt Liquor, according to City Code Section 524.02.
 - D. Production of Beer. As a condition of approval, total production of malt liquor at the Micro-production Facility shall not exceed 3,500 barrels annually, and only 500 barrels may be sold off-sale as growlers. The Applicant, as a condition of approval, shall annually submit production reports to the City with the request to renew a brewery taproom or off-sale malt liquor license.
 - E. Off-street Loading. The Project provides for adequate space for off-street loading and unloading of all trucks greater than twenty two (22) feet in length.
 - F. Outdoor Storage. The Project provides for no outdoor storage on the site, with the exception that recycling handling may occur in an enclosure that is fully screened from adjoining streets and residentially zoned properties.
 - G. Odors. As a condition of approval, no odors from the Micro-production Facility may be perceptible beyond the property line of the Property, and the Micro-production Facility operator shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control Standards.
 - H. Waste. As a condition of approval, waste products must be disposed of in a timely manner and in such a way to reduce odors.
 - I. Exterior Lighting. All exterior lighting for the Project has been designed in such a way as to have no direction source of light

visible from adjacent property, and the lighting complies with the requirements of Section 801.16.6 of the Wayzata Zoning Ordinance.

- J. Parking. Parking supply for the Project shall be provided on-site and through off-site arrangement, to avoid street parking on residential streets.
- K. Hours of Operation. The hours of operation for the Micro-production Facility operation shall be limited to the hours specified in Minnesota Statutes Chapter 340A for off-sale intoxicating liquor unless further limited by the City Council as part of a Conditional Use Permit.
- L. Other Provisions. The provisions of Section 801.04.2.F of the Wayzata Zoning Ordinance, pertaining to Conditional Use Permit criteria, are have been considered and satisfactorily met by the Applicant.
 - 1. The Project does not contravene the policies and provisions of the Comprehensive Plan.
 - 2. The Project is compatible with the present and future uses of the area.
 - 3. The Project conforms with all required performance standards in the Ordinance.
 - 4. The Project would not have a negative impact on the area.
 - 5. The Project would not have an impact on adjacent property values.
 - 6. The Project would not have a significant negative impact on traffic. The Applicant has provided a traffic study reviewing the anticipated parking impacts and a plan for addressing overflow parking needs.
 - 7. The Project would not impact public services. As a condition of approval, the Applicant will be required to coordinate and contribute financially to any upgrades to the existing Lift Station #5 with the Utility Superintendent.

- 3.3 Site Plan. The current Site Plan conforms with the applicable requirements of the Wayzata Zoning Ordinance.

Section 4. CITY COUNCIL ACTION

Based on the Findings of this Resolution, the City Council takes the following action:

- 4.1 PUD Amendment. The request for approval of the PUD Amendment, as set forth in the Application, is **APPROVED**, subject to the following conditions (failure

to comply with any one of the conditions of approval shall result in the revocation of the approval conditioned thereby):

- A. The Applicant agree to an amendment to the existing development agreement, as amended, for the Property and PUD, ("Development Agreement Amendment") binding it and all future owners of the Property, addressing matters related to the Project, in form and content acceptable to City Staff and the City Attorney, as directed by the City Council, setting forth the approvals granted herein and all applicable conditions.
 - B. The Applicant shall provide and maintain at its sole expense any infrastructure improvements that City Staff determines are necessary to ensure that the stormwater sewer system for the Property has the capacity to support the Project.
 - C. The Applicant records the Development Agreement Amendment with the appropriate officials at Hennepin County and provides the City with a recorded copy thereof.
 - D. The Applicant constructs the Project in accordance with the submitted plan set, as described in Attachment A.
 - E. All expenses of the City of Wayzata related to the review of the Application and Project, including consultant, expert, legal, and planning fees incurred, be fully reimbursed by the Applicant.
 - F. All employees of the Micro-production Facility must park in the available off-site spaces at 259 Lake Street, and the valet operation must utilize the available off-site parking spaces at 259 Lake Street and TCF Bank contract spaces (200 Lake Street East) first, before utilizing spaces at 294 Grove Lane.
- 4.2 Micro-production Facility CUP. The request for a conditional use permit for a Micro-production facility, as set forth in the Application, is hereby **APPROVED** subject to the following conditions (failure to comply with any one of the conditions of approval shall result in the revocation of the approval conditioned thereby):
- A. The PUD Amendment being approved and effective.
 - B. The Applicant and/or future owner/operator must apply for and receive all federal, state licenses necessary for the operation of the Micro-production Facility, according to Minnesota Statutes Section 340A. Prior to commencing operation of the Micro-production Facility, the Applicant and/or future owner/operator must provide the City with copies of such approvals.

- C. Prior to commencing operations, the Applicant and/or future owner/operator must apply for and receive any city licenses necessary for operation of the Micro-production Facility, including those under Chapter 524 of the City Code, and the Applicant and/or future owner/operator must abide by all conditions and requirements established by those licenses.
- 4.3 Site Plan. The request for approval of the Site Plan, as set forth in the Application, is hereby **APPROVED** subject to the following conditions (failure to comply with any one of the conditions of approval shall result in the revocation of the approval conditioned thereby):
- A. The PUD Amendment being approved and effective.
- B. That prior to the issuance of any building permits for the Property, the approved Site Plan must be reviewed by City Staff to ensure conformance with the approved PUD Plan.
- C. The Applicant must add additional year round landscaping to the exterior of the east façade of the building.

Adopted by the Wayzata City Council this 20th day of January, 2015.



Mayor Ken Willcox

ATTEST:



City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption: Anderson

Seconded by: McCarthy

Voted in favor of: Anderson, McCarthy, Mullin, Tyacke, Willcox

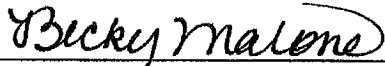
Voted against: None

Abstained: None

Absent: None

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 20, 2015.



Becky Malone, Deputy City Clerk
SEAL

Attachment A
Applicant Submittals

Attachment A

Project Narrative for Minnetonka Boatworks Second Amendment of the Development Agreement and Planned Unit Development/Conditional Use Permit 11/24/14

Overview of Request:

After the first reading by the City Council of the Micro-Production ordinance and the PUD/CUP for a micro-brewery/taproom in the Minnetonka Boatworks building on Sept. 2, 2014 we decided to pull our application to evaluate a number of items including addressing several operational issues that had been identified, resolve a few building function issues and better evaluate the Micro-Production ordinance that was finally adopted. Boatworks II LLC, owner of the Minnetonka Boatworks project, and Wayzata Brew Works, LLC are re-submitting our application for an amendment to the Conditional Use Permit to allow a micro-brewery, taproom and micro distillery in approximately 5,080 SF of the east wing of the Boatworks Building. The proposal includes a redesign of the interior space of the east wing to include 2,810 SF of brewing space, storage and support space and 2,270 SF of taproom/bar space, and the modification of the outside patio to extend south the same distance as the 6Smith Restaurant on the lake side of the space (see attached plans and interior perspectives). While the footprint of the building remains the same, we will be converting the existing garage/trash room area and a portion of the east exit hall way space to beer manufacturing space. We would be constructing a new interior building trash room that would have all building waste from the office tenants, restaurant and micro-brewery stored in smaller portable trash bins and taken out the north side of the building at trash pick-up times. To resolve the issue of having adequate capacity to handle recycled cardboard from 6Smith, office space and the proposed Brew Works, we reconfigured the screened space on the north side of the building to accommodate a 4 CY recycling container. The new micro-brewery/taproom/micro-distillery would replace 3,183 SF of general office space.

Status of State law changes regarding micro-breweries and taprooms and coordination with related City ordinance changes to allow micro-breweries and taprooms:

The recently enacted Minnesota Pint Law (also called the Surly Bill) allows packaging breweries to apply for an on-premise taproom license from their local municipality. In other words, a local production brewery is now allowed to sell a pint of their own beer onsite in their own brewery. Previously, Minnesota brewers had to be either a packaging brewery --whose production was sold strictly for off-premise consumption-- or a brewpub --whose production was sold entirely on-premises.

While this change may seem small, the implications are huge. The primary reason is because even a small brewery is incredibly expensive to open, and the upstart brewery has to sell a substantial amount of beer just to break even. The ability to sell pints on premise lowers that barrier, helping the brewer get more sales at a higher margin in those crucial early years. Cities such as Portland, Denver, and San Diego have become popular for "beer tourism" thanks to their flourishing brewery/brewpub scene. The growth of such an industry could bring new jobs and new tax revenue to our community.

Small brewer license or Growler Law

Small brewers may also receive a license from their municipality for limited amounts of off-sale malt liquor that has been produced and packaged by the brewer. The amount of malt liquor sold at off-sale may not exceed 500 barrels annually. Off-sale is limited to the legal hours for off-sale at exclusive liquor stores in the jurisdiction in which the brewer is located, and the malt liquor sold

Attachment A

off-sale must be removed from the premises before the applicable off-sale closing time at exclusive liquor stores. The malt liquor is required to be packed in 64-ounce containers commonly known as "growlers" that can't be consumed on site, but would be taken home by the purchaser. The containers bear a twist-type closure, cork, stopper, or plug. The containers are identified as malt liquor, contain the name of the malt liquor, and bear the name and address of the brewer selling the malt liquor.

Proposed exterior changes:

The only exterior changes to the building/site are as follows:

- a. Close the current east corridor exit door and add a new east entry into the Brew Works taproom.
- b. Convert the small masonry trash area under the stairs to the upper deck to a bike rack area.
- c. Modify the patio seating area on the lake side of the taproom space including screening the west side of the patio and providing a post and rope barrier around the patio area to require patrons to enter the patio from the inside.
- d. Add a small screened area on the north side of the building that will screen the small waste containers and the recycling container during trash pick-up days, and slightly reconfigure the south curb of the roadway to allow for a pull-off area for the garbage truck to pull into so they do not block traffic.
- e. In a separate process, Boatworks II, LLC and the city staff are working on implementing additional 19 to 20 new parking spaces that were part of the existing PUD proof of parking.

Hours of Operation and compatibility with other building uses:

We believe the unique off peak hours we are open and the compatibility with the new 6 Smith restaurant, plus the joint implementation of a coordinated valet service with the 6 Smith restaurant, will alleviate most of the parking demand during the peak-summer warm-weather days. The actual brewing activity is essentially a manufacturing activity for quality crafted beer products and has very limited employee parking requirements. See below information on hours of operation.

Parking:

We have completed a full traffic/parking study for the entire Boatworks building uses including a micro-brewery/taproom and have obtained permission to use the parking lot of TCF after 6:30 PM on weekdays and 11:00 AM on weekends for valet parking if the 72 spaces available at 259 Lake St. East are fully utilized. The traffic/parking study concludes that with the utilization of valet parking during peak times there is more than adequate parking to accommodate all uses in the Boatworks building including 6Smith Restaurant and Wayzata Brew Works. The activity of the taproom will generate more parking demand than the previous office use (57 spaces for taproom vs 13 spaces for office = 44 more spaces). Our proposed hours that the taproom would be open to patrons in the summer months would be from 1:00 PM to 10:00 PM Monday-Thursday; 12:00 PM to 11:00 PM on Friday and Saturday; and 1:00 PM to 8:00 PM on Sunday. Our proposed hours for the taproom during the winter months would be from 4:00 PM to 10:00 PM Wednesday and Thursday; 4:00 PM to 11:00 PM on Friday; 12:00 PM to 11:00 PM on Saturday; and 12:00 PM to 8:00 PM on Sunday.

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We anticipate that there will be a significant amount of overlap between the customers for 6 Smith and Wayzata Brew Works, with customers opting to enjoy a craft beer while they are waiting for their table at 6 Smith. As mentioned above we will be implementing a joint coordinated valet parking service with 6 Smith that will utilize the off premise parking spaces at 259 Lake St. East (approximately 72 spaces on the north side of Lake Street) per the original development approval, plus a new arrangement with TCF Bank to utilize 48 spaces in their east lot at 200 Lake St. East (south side of Lake Street), and if needed 90 spaces on the west side of the TCF Bank building.

As mentioned above in Boatworks II, LLC is working with city staff to implement a number of the original approved “proof of parking” spaces that will add 19 to 20 new parking spaces to the on-site parking available for all users of the site.

Special Events:

In most other communities that have modified their ordinances to accommodate micro-breweries and micro-distilleries they have included a provision to allow “special events” to focus attention on locally crafted beer being provided. These special events may be part of regularly scheduled community wide events such as James J. Hill days, or independent events such as an “Oktoberfest”, charity fundraisers, art shows and corporate gatherings. We would ask that the provision for special events (typically one event per month) be incorporated into the CUP for the site. The special events would obtain a special permit that outlines the details of the event (date and hours, any special temporary features such as tents, seating areas, music systems, traffic control devices, designated parking areas or shuttle services from a remote location). City staff would then have the opportunity to review the details and establish any additional conditions that may be warranted.

CUP Criteria:

Consistency with Wayzata Comprehensive Plan

We believe that the construction of the micro-brewery, taproom and micro-distillery in the building would be consistent with the Comprehensive Plan’s stated desire to provide more mixed-use developments, will be consistent with the Lake Effect effort to attract more people to the west end of Lake Street, and will enhance the downtown Wayzata experience.

Compatibility with existing and future uses in the area

We have received very positive feedback from users of the Boatworks building including 6 Smith and from local business and residents that have become aware of our interest in putting a micro-brewery/taproom and micro-distillery in the Boatworks building. We believe the addition of a micro-brewery/taproom and micro-distillery will enhance the experience of local residents and visitors to Wayzata.

Conformity with performance standards contained in the Wayzata Zoning Ordinance including parking, noise, glare, odor, dust, etc.

We believe the changes that are being proposed are in conformance with the City’s performance standards. The actual brewing activity is very small-scale and self-contained. We are attaching a basic description of the brewing process, entitled “Science of Craft Beer” that provides a fairly clear understanding of the brewing process, and we can provide specific examples of micro-breweries that are currently in operation in other parts of the city.

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We expect that the micro-brewery/taproom/micro-distillery will be very popular with local residents and visitors to Wayzata, which means that properly managing the parking associated with that popularity will be a major factor in our success. We, along with the building owner and 6 Smith Restaurant, will take that responsibility very seriously.

Effect upon adjacent uses in the area

As discussed above, we believe that adding the experience of visiting a micro-brewery/taproom in Wayzata will have a positive effect on adjacent uses in the area and create an enhancement of the experience of living and visiting Wayzata.

Effect upon property values in the area

The fact that our use complements other local business and the experience of living, working and visiting Wayzata will have a positive effect on property values in the area.

Existing and anticipated traffic concerns

Our late afternoon/evening hours of operation should be very compatible with normal traffic patterns in Wayzata. The only potential concern that we will need to deal with is the train traffic that can make it difficult to enter and exit the site, especially with the inability to exit the site via Grove Lane East to the west (which is currently a one-way route). While this may create a little frustration with patrons of the Wayzata Brew Works (and 6 Smith), it is also part of the experience on being in downtown Wayzata.

Impact on governmental facilities and services, including roads, sanitary sewer, water, police and fire, and the City's service capability

We believe the conversion of existing office space and reconfiguration of the layout of the east wing would have no impact on City services or facilities, or the City's capability to provide those services in the future. We do need to confirm that the sanitary sewer discharge from the brewing operation estimated at a maximum of 32 gal. per minute is within the existing capacity of the Metro lift station that serves the area.

Attachment A2 Attachment 2014 Submittals

Project Narrative for Minnetonka Boatworks Second Amendment of the Development Agreement and Planned Unit Development/Conditional Use Permit 6/4/14

Overview of Request:

Boatworks II LLC, owner of the Minnetonka Boatworks project, and Wayzata Brew Works, LLC are requesting an amendment to the Conditional Use Permit to allow a micro-brewery and taproom in approximately 5,080 SF of the east wing of the Boatworks Building. The proposal includes a redesign of the interior space of the east wing to include 2,810 SF of brewing space, storage and support space and 2,270 SF of taproom/bar space, and the modification of the outside patio on the lake side of the space (see attached plans and interior perspectives). While the footprint of the building remains the same, we will be converting the existing garage/trash room area and a portion of the east exit hall way space to beer manufacturing space. We would be constructing a new interior building trash room that would have all building waste from the office tenants, restaurant and micro-brewery stored in smaller portable trash bins and taken out the north side of the building at trash pick-up times. The new micro-brewery/taproom would replace 3,183 SF of general office space.

Status of State law changes regarding micro-breweries and taprooms and coordination with related City ordinance changes to allow micro-breweries and taprooms:

The recently enacted Minnesota Pint Law (also called the Surly Bill) allows packaging breweries to apply for an on-premise taproom license from their local municipality. In other words, a local production brewery is now allowed to sell a pint of their own beer onsite in their own brewery. Previously, Minnesota brewers had to be either a packaging brewery --whose production was sold strictly for off-premise consumption-- or a brewpub --whose production was sold entirely on-premises.

While this change may seem small, the implications are huge. The primary reason is because even a small brewery is incredibly expensive to open, and the upstart brewery has to sell a substantial amount of beer just to break even. The ability to sell pints on premise lowers that barrier, helping the brewer get more sales at a higher margin in those crucial early years. Cities such as Portland, Denver, and San Diego have become popular for "beer tourism" thanks to their flourishing brewery/brewpub scene. The growth of such an industry could bring new jobs and new tax revenue to our community.

Small brewer license or Growler Law

Small brewers may also receive a license from their municipality for limited amounts of off-sale malt liquor that has been produced and packaged by the brewer. The amount of malt liquor sold at off-sale may not exceed 500 barrels annually. Off-sale is limited to the legal hours for off-sale at exclusive liquor stores in the jurisdiction in which the brewer is located, and the malt liquor sold off-sale must be removed from the premises before the applicable off-sale closing time at exclusive liquor stores. The malt liquor shall be packed in 64-ounce containers commonly known as "growlers". The containers bear a twist-type closure, cork, stopper, or plug. The containers are identified as malt liquor, contain the name of the malt liquor, and bear the name and address of the brewer selling the malt liquor.

Attachment A - June 2014 Submittals

While State statutes now allow cities to approve micro-breweries and taprooms, the City of Wayzata will need to amend their ordinances to authorize that specific use within the city. We have been working with city staff, who will be drafting the ordinance amendments to allow micro-brewery/taprooms in the city and establish appropriate conditions for that use. It is anticipated that the micro-brewery/taproom ordinance changes will be processed concurrently with our application. If for some reason the micro-brewery/taproom ordinance is not able to be adopted concurrently with our application, we would appreciate action on our request with a condition that it is not effective until the micro-brewery ordinance is effective.

Proposed exterior changes:

The only exterior changes to the building/site are as follows:

- a. Close the current east corridor exit door and add a new east entry into the Brew Works taproom.
- b. Convert the small masonry trash area under the stairs to the upper deck to a bike rack area.
- c. Modify the patio seating area on the lake side of the taproom space including screening the west side of the patio and providing a post and rope barrier around the patio area to require patrons to enter the patio from the inside.
- d. Add a small screened area on the north side of the building that will screen the small waste containers during trash pick-up days, and slightly reconfigure the south curb of the roadway to allow for a pull-off area for the garbage truck to pull into so they do not block traffic.
- e. In a separate process, Boatworks II, LLC and the city staff are working on implementing additional 19 to 20 new parking spaces that were part of the existing PUD proof of parking.

Hours of Operation and compatibility with other building uses:

We believe the unique off peak hours we are open and the compatibility with the new 6 Smith restaurant, plus the joint implementation of a coordinated valet service with the 6 Smith restaurant, will alleviate most of the parking demand during the peak-summer warm-weather days. The actual brewing activity is essentially a manufacturing activity for quality crafted beer products and has very limited employee parking requirements. See below information on hours of operation.

Parking:

The activity of the taproom will generate more parking demand than the previous office use (57 spaces for taproom vs 13 spaces for office = 44 more spaces), but the taproom will only be open after 4:30 PM and closing at 11:00 PM on weekdays when most of the office employees are leaving, and open after 12:00 PM on weekends and closing at midnight when the offices are closed.

We anticipate that there will be a significant amount of overlap between the customers for 6 Smith and Wayzata Brew Works, with customers opting to enjoy a craft beer while they are waiting for their table at 6 Smith. As mentioned above we will be implementing a joint coordinated valet parking service with 6 Smith that will utilize the off premise parking spaces at 259 Lake St. East (approximately 78 spaces on the north side of Lake Street) per the

Attachment A2 - June 2014 Submittals

original development approval, plus a new arrangement with TCF Bank to utilize 48 spaces in their east lot at 200 Lake St. East (south side of Lake Street).

As mentioned above in Boatworks II, LLC is working with city staff to implement a number of the original approved "proof of parking" spaces that will add 19 to 20 new parking spaces to the on-site parking available for all users of the site.

Special Events:

In most other communities that have modified their ordinances to accommodate micro-breweries they have included a provision to allow a set number of "special events" to focus attention on locally crafted beer being provided. These special events may be part of regularly scheduled community wide events such as James J. Hill days, or independent events such as an "Oktoberfest". We would ask that this provision be incorporated into the proposed ordinance enabling micro-breweries/taprooms, and incorporated into the CUP for the site if that is appropriate. In addition to setting a limit on the number of special events (typically six-to-twelve per year), they usually entail obtaining a special permit that outlines the details of the event (date and hours, any special temporary features such as tents, seating areas, music systems, traffic control devices, designated parking areas or shuttle services from a remote location). City staff would then have the opportunity to review the details and establish any additional condition that may be warranted.

CUP Criteria:

Consistency with Wayzata Comprehensive Plan

We believe that the construction of the micro-brewery and taproom in the building would be consistent with the Comprehensive Plan's stated desire to provide more mixed-use developments, will be consistent with the Lake Effect effort to attract more people to the west end of Lake Street, and will enhance the downtown Wayzata experience.

Compatibility with existing and future uses in the area

We have received very positive feedback from users of the Boatworks building including 6 Smith and from local business and residents how have become aware of our interest in putting a micro-brewery/taproom in the Boatworks building. We believe the addition of a micro-brewery/taproom will enhance the experience of local residents and visitors to Wayzata.

Conformity with performance standards contained in the Wayzata Zoning Ordinance including parking, noise, glare, odor, dust, etc.

We believe the changes that are being proposed are in conformance with the City's performance standards. The actual brewing activity is very small-scale and self-contained. We are attaching a basic description of the brewing process, entitled "Science of Craft Beer" that provides a fairly clear understanding of the brewing process, and we can provide specific examples of micro-breweries that are currently in operation in other parts of the city.

We expect that the micro-brewery/taproom will be very popular with local residents and visitors to Wayzata, which means that properly managing the parking associated with that

Attachment A2 - June 2014 Submittals

popularity will be a major factor in our success. We, along with the building owner and 6 Smith Restaurant, will take that responsibility very seriously.

Effect upon adjacent uses in the area

As discussed above, we believe that adding the experience of visiting a micro-brewery/taproom in Wayzata will have a positive effect on adjacent uses in the area and create an enhancement of the experience of living and visiting Wayzata.

Effect upon property values in the area

The fact that our use complements other local business and the experience of living, working and visiting Wayzata will have a positive effect on property values in the area.

Existing and anticipated traffic concerns

Our late afternoon/evening hours of operation should be very compatible with normal traffic patterns in Wayzata. The only potential concern that we will need to deal with is the train traffic that can make it difficult to enter and exit the site, especially with the inability to exit the site via Grove Lane East to the west (which is currently a one-way route). While this may create a little frustration with patrons of the Wayzata Brew Works (and 6 Smith), it is also part of the experience on being in downtown Wayzata.

Impact on governmental facilities and services, including roads, sanitary sewer, water, police and fire, and the City's service capability

We believe the conversion of existing office space and reconfiguration of the layout of the east wing would have no impact on City services or facilities, or the City's capability to provide those services in the future. We do need to confirm that the sanitary sewer discharge from the brewing operation estimated at a maximum of 516 gal. per day is within the existing capacity of the Metro lift station that serves the area.

Wayzata Brew Works, LLC

5108 W. 74th St., Suite 463
Edina, MN 55439-4063

March 20, 2014

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

Re: Request to adopt city ordinance allowing micro-brewery/taprooms in Wayzata

Dear Heidi,

We are very interested in building a micro-brewery/taproom in the City of Wayzata. We have experience building one already, and for market research purposes, we have visited several vibrant micro-breweries in town, notably Steel Toe in St. Louis Park, as well as Dangerous Man, 612Brew, and Fulton Brewery in Minneapolis.

Based on our research and experience, we believe Wayzata provides an excellent location for a similar operation. We also acknowledge the City's interest in this concept expressed in the StarTribune last year. We are working on a specific location for the micro-brewery/taproom, but need to first have your City ordinances amended to permit the micro-brewery/taproom concept.

If you are open to amending your ordinance to allow a micro-brewery/taproom, we welcome the opportunity to work with you in developing the appropriate language. Several nearby communities are allowing similar ventures based on newly adopted state statutes that permit micro-brewery/taprooms. I have attached examples of similar ordinances adopted by Excelsior and Minnetonka for your review.

Please let me know what else we need to do to start the process of amending the ordinance. It would be our hope to get in operation yet this summer, so moving the process forward in a timely manner is important.

Sincerely,

Wayzata Brew Works, LLC

Robert Klick

Cc Ken Wilcox, Mayor



Wayzata Brew Works, LLC

Frequently Asked Questions (FAQ's)

1) Why Should Wayzata Support a Micro Brewery in its community?

A small, craft micro-brewery is a unique draw for many communities. Small-batch, fresh, creative flavors attract adventurous local patrons and visitors. Clustered together, small breweries complement rather than compete with existing restaurants and beer establishments (like the Muni). Many Minnesota waterfront cities welcome micro breweries because of their unique artisan attributes and draws. These cities include Minneapolis, St. Paul, Stillwater, Duluth, Minnetonka and Excelsior.

2) Isn't a Micro-Brewery really just code-word for a "bar"?

Not at all. Our products are produced by-hand in limited quantities on-site using fresh, local ingredients. Volume produced is minimal (less than 1,000 barrels per year). We feature four standard craft brews at all times and invite visitors to sample small 4-ounce pours of each. We also produce limited-run, seasonal and special flavor batches too.

3) What about the small and noise from a brewery?

The aroma from a small brewery is similar to fresh bread or fresh Malt-O-Meal production. Our manufacturing is limited to just 3 days per week and the aromatic part of the process takes less than 45 minutes each batch. Because we are one of the smallest taprooms in the state, our noise and crowd factor is diminimus. Plus, we don't plan to be open 7 days per week (in fact, we're currently prohibited by State Law), and expect to close much earlier than the other Wayzata area restaurants nearby including 6 Smith, the Muni, Giannis, and Cru.

4) How will you handle food?

By State Law, micro-breweries are prohibited from selling food. We do want to offer our patrons food options however and are working closely with 6 Smith in our building to provide a limited array of unique appetizers. We envision working with the Muni and other Wayzata food providers to offer an interesting array of choices.

5) What about parking? Isn't parking at the Boat Works a nightmare?

Not really. Our hours of operation complement those of the daytime businesses in the Boat Works so ample parking is available (currently over 200 spots on site). Plus, we have access to several hundred more parking spots (owned by our landlord) within 50 meters of our front door. Our small taproom generally requires only 30 – 50 parking spots at any given time.



Wayzata Brew Works, LLC

6) Wayzata is a municipal-owned liquor city. Won't your business conflict with that?

According to our consultant, attorney Jeff O'Brien who is actively working with over 20 micro breweries in Minnesota, "muni cities want breweries with taprooms, and growler sales go hand in hand with that. Buffalo already allows it, Elk River is very interested in attracting a brewery too. In my experience, muni cities are no different from others when it comes to welcoming breweries" and accommodating limited off-sale choices.

The City of Anoka is also a muni city. Anoka's city attorney told his council that he believed on-site sales of growlers by microbreweries would be allowed as isolated sales of just one product type. The council went on to approve the new rules in 2012.

7) What is a "Growler"? Won't this compete with Muni beer sales?

Growlers are an internationally recognized small bottle (64 ounces) containing 4 beers. They are strictly bound to labeling and sealing requirements but permit micro breweries to provide patrons a small sample to take with off-sale. Minnesota State Law (the Surly Bill) allows micro breweries to sell Growlers if they adhere to these standards. Our taproom is tiny and our off-sale Growler sales are expected to be small. Plus Growlers and ½ barrel kegs will be available to the Muni to sell on-site too. We believe Growler sales will help build loyalty, and in-turn, build demand for bottle sales from the Muni too (we are prohibited from selling anything but Growlers on-site by State Law).

9) Wayzata seems crowded already with liquor establishments. Why do we need yet another?

Our small taproom is unique and so is our product. Our theme is the proud manufacturing history of the Minnetonka Boat Works on the shores of Lake Minnetonka. We intend to partner with the Wayzata Historical Society (and others) to showcase the interesting and proud manufacturing history of Wayzata. Our on-site brewing, unique flavors, authentic historic location, and gorgeous lakefront vantage-point clearly distinguish us as destination location, just as Wayzata strives to do the same.

10) What styles of beer and price points do you anticipate?

We want to offer what customers want to taste. We will always have four stand-bys: a light lager, a heavier ale or porter, an IPA or EPA, and possibly a Stout. We also intend to experiment with lots of other styles and flavors as we develop a uniquely Wayzata flavor. Price points are typically \$5 - \$6 for a pint; a set of four 4-ounce samplers is likely \$8 - \$10; and Growlers (if approved) will likely sell for \$12 - \$15. We offer a fresh, premium product priced accordingly. We don't anticipate that we'll appeal to a rowdy, youngish crowd simply seeking cheap beer.



Wayzata Brew Works, LLC

11) Who in Wayzata believes liquor sales are good for the community?

Well, Mayor Willcox for one: "Muni revenue has been typically earmarked for the repair and maintenance of Wayzata's roads and lights," says Mayor Ken Willcox. We say, 'Buy a burger. Fill a pothole...' The funds transferred to the city from the Muni are typically the equivalent of what the city's share would be on the property taxes of roughly 300 homes valued at \$350,000," says Willcox. [source: Lake Minnetonka Magazine, July, 2011]

Community members do too: "Over the last year, community members have suggested the city revitalize its lakefront with everything from a band shell to beach yoga, a microbrewery, more docks and even food barges like popular food trucks" [source: StarTribune, Sept. 3, 2013]

12) Why the Boat Works building? What about other locations like the Meyer Bros. Dairy?

The landmark Boat Works building is a true Minnesota icon. Boats, buses, landing craft, and commercial vessels were manufactured in this site for nearly 100 years. The building has suffered in recent years with a bankruptcy, series of failed restaurants, and loss of identity. With the upcoming addition of a craft restaurant – 6 Smith – now is an ideal time to pair the restaurant with a craft micro brewery.

The Meyers building has a unique history too but is in bad disrepair. Plus, it is only a stones-throw from high-end residential condos, whose owners are likely not thrilled by any commercial development, much less a manufacturing facility.

Our small footprint faces the lake, so noise, crowds and congestion will be mitigated to a large degree.

13) How will the Brew Works benefit the Muni?

We strongly believe the presence of a micro-brewery complements the Muni. In our unique destination location, we offer small-batch, hand-crafted fresh products.

The Muni serves a broad variety of meals and alcoholic beverages. Many studies underline the benefit of clustering complementary businesses for maximum effect. Examples include Detroit's auto industry concentration, computer chip production in California's Silicon Valley, London's financial sector, the Napa Valley's wine production, and Hollywood's movie production industry.

Clustered with Cru, 6 Smith, Gianni's, the Blue Point and the Muni, we anticipate that adding a unique small-batch micro brewery will complement Wayzata's development efforts.

Attachment 2014 Submittals



Wayzata Brew Works, LLC

Notable industry quotes:

- “The [craft brewing] industry is creating jobs and meeting Alaska's demands for local craft beers or microbrews, which are typically independently owned. Small-scale breweries focus on the taste and brewing techniques of the beer. It's just like if we are baking bread here; we have to have bakers," said Alaska Department of Labor and Workforce Development economist Neal Fried. "Instead of just shipping it up here, we are creating jobs. (Importing) generates less employment and less economic activity. (Local production) generates more activity. It creates an advantage and people are proud of locally-produced stuff.”
- “Small and independent American craft brewers contributed \$33.9 billion to the U.S. economy in 2012. The figure is derived from the total impact of beer brewed by craft brewers as it moves through the three-tier system (breweries, wholesalers and retailers), as well as all non-beer products like food and merchandise that brewpub restaurants and brewery taprooms sell. The industry also provided more than 360,000 jobs, with 108,440 jobs directly at breweries and brewpubs, including serving staff at brewpubs. [source: Brewer's Association]
- “With a strong presence across the 50 states and the District of Columbia, craft breweries are a vibrant and flourishing economic force at the local, state and national level. As consumers continue to demand a wide range of high quality, full-flavored beers, small and independent craft brewers are meeting this growing demand with innovative offerings, creating high levels of economic value in the process. [source: Bart Watson, Staff Economist, Brewers Association]

Minnesota Growler Law

- “The malt liquor shall be packed in 64-ounce containers commonly known as "growlers" or in 750 milliliter bottles. The containers or bottles shall bear a twist-type closure, cork, stopper, or plug. At the time of the sale, a paper or plastic adhesive band, strip, or sleeve shall be applied to the container or bottle and extended over the top of the twist-type closure, cork, stopper, or plug forming a seal that must be broken upon opening of the container or bottle. The adhesive band, strip, or sleeve shall bear the name and address of the brewer. The containers or bottles shall be identified as malt liquor, contain the name of the malt liquor, bear the name and address of the brewer selling the malt liquor, and shall be considered intoxicating liquor unless the alcoholic content is labeled as otherwise in accordance with the provisions of Minnesota Rules, part 7515.1100. Minn. Stat. § 340A.301”

Attachment A Attachment 2014 Submittals



Wayzata Brew Works, LLC

- “Questions about possible conflicts with its municipal liquor operations surfaced when the Anoka City Council discussed amending its zoning code to allow small-batch breweries, taprooms and brewpubs. Private liquor stores are not allowed in cities that have municipal stores.
- City planners in Arden Hills used regulations in Excelsior and St. Louis Park, home of Steel Toe Brewing Co., to craft its ordinance for microbreweries and taprooms. Arden Hills Mayor David Grant said the new rules position the city to respond to proposals yet to come.
- “We’re not one to go out and try to encourage [a microbrewery],” Grant said. “But they seem to be out there and popular, and the taproom is an important business aspect for them as a distribution channel.” [source: StarTribune, Dec. 7, 2013]

Comparison of City Liquor Store Operations - 2012
Ranked by Gross Sales

Ranking	Name of City	Type of Store	Foot- notes	Population	Sales	Gross Profit		Operating Income/(Loss)	Nonoperating		Net Profit/(Loss)	
						Cost of Sales	Percent of Sales		Revenues	Expenses	Amount	Percent of Sales
1	Lakeville	Off-Sale Only	---	57,048	\$15,220,064	\$11,380,341	74.8%	\$3,839,723	\$1,523,901	\$30,162	\$177,620	1.1%
2	Edina	Off-Sale Only	---	48,829	13,230,941	9,615,928	72.7%	2,124,476	1,490,537	---	1,490,197	11.3%
3	Eden Prairie	Off-Sale Only	---	62,004	12,371,628	9,014,543	73.7%	2,232,081	1,125,004	12,349	1,137,353	9.2%
4	Richfield	Off-Sale Only	---	35,979	11,807,489	8,802,442	74.6%	1,951,557	1,053,490	30,158	1,083,648	9.2%
5	Apple Valley	Off-Sale Only	---	49,895	9,231,890	6,703,467	72.6%	1,557,994	970,429	49,053	898,522	9.7%
6	Columbia Heights	Off-Sale Only	---	19,676	8,804,233	6,054,657	68.8%	2,149,576	1,465,683	1,080	229,954	2.6%
7	Saint Anthony	Off-Sale Only	---	8,417	7,139,381	5,403,321	75.8%	1,210,179	525,881	8,867	5,475	0.1%
8	Elk River	Off-Sale Only	---	23,147	6,525,234	4,638,550	71.1%	1,886,684	916,354	14,485	83,225	1.3%
9	Brooklyn Center	Off-Sale Only	---	30,569	5,963,908	4,316,716	72.4%	1,271,152	376,030	14,580	---	---
10	Fergus Falls	Off-Sale Only	---	13,228	5,519,338	3,952,932	71.6%	1,566,406	877,907	33,271	42,256	0.8%
11	Hutchinson	Off-Sale Only	---	14,034	5,325,001	4,106,146	77.1%	1,218,855	670,824	548,031	39,723	3.3%
12	Wayzata	On- & Off-Sale	---	3,781	5,150,007	2,649,859	51.5%	2,006,861	493,287	15,176	147,722	2.9%
13	Benidjil	Off-Sale Only	---	13,560	5,132,550	3,716,554	72.4%	1,416,005	741,217	674,788	14,518	0.3%
14	Detroit Lakes	Off-Sale Only	---	8,763	4,909,641	3,749,632	76.4%	1,160,009	427,547	732,462	---	---
15	Monticello	Off-Sale Only	---	12,901	4,854,798	3,640,053	75.0%	662,002	552,743	---	9,333	0.2%
16	Fridley	Off-Sale Only	---	27,591	4,705,523	3,497,168	74.3%	857,741	350,614	960	---	---
17	Cambridge	Off-Sale Only	---	8,236	4,684,393	3,571,131	76.2%	687,595	425,667	10,148	379	0.0%
18	Savage	Off-Sale Only	---	27,552	4,560,288	3,353,290	73.5%	913,596	293,402	---	59,356	1.3%
19	Thief River Falls	Off-Sale Only	---	8,636	4,482,894	3,430,447	76.5%	1,052,547	599,416	453,131	8,893	0.2%
20	Alexandria	Off-Sale Only	---	13,008	4,402,535	3,428,169	77.9%	974,366	732,089	242,277	12,473	0.3%

Table 6
Comparison of City Liquor Store Operations - 2011
Ranked by Gross Sales

Ranking	Name of City	Type of Store	Foot- notes	Population	Sales	Gross Profit		Operating Income/(Loss)	Nonoperating		Net Profit/(Loss)		Transfers To/From Other Funds
						Cost of Sales	Percent of Sales		Revenues	Expenses	Amount	Percent of Sales	
1	Lakeville	Off-Sale Only	---	56,534	\$14,373,261	\$10,826,384	75.4%	\$3,546,877	\$1,350,119	\$56,924	\$1,225,708	8.5%	\$1,134,131
2	Edina	Off-Sale Only	---	48,262	13,172,484	9,648,180	73.3%	2,078,946	1,445,378	---	1,445,378	11.0%	1,255,100
3	Eden Prairie	Off-Sale Only	---	61,151	11,676,390	8,656,149	74.2%	2,118,675	901,566	51,817	946,571	8.1%	1,000,000
4	Richfield	Off-Sale Only	---	35,376	11,198,404	8,358,937	74.7%	1,932,217	907,250	18,387	925,637	8.3%	693,870
5	Apple Valley	Off-Sale Only	---	49,801	9,005,660	6,448,087	71.6%	1,601,269	956,304	89,325	128,323	1.4%	525,000
6	Columbia Heights	Off-Sale Only	---	19,619	8,494,962	6,413,886	75.5%	1,459,656	621,420	1,500	237,147	2.8%	98,955
7	Saint Anthony	Off-Sale Only	---	8,333	6,995,923	5,341,718	76.4%	1,162,894	491,311	3,661	32,659	0.5%	417,200
8	Elk River	Off-Sale Only	---	23,101	6,145,692	4,385,452	71.4%	947,992	812,548	45,444	33,827	0.5%	3,115,592
9	Brooklyn Center	Off-Sale Only	---	30,204	5,789,346	4,175,906	72.1%	1,214,496	398,944	19,431	418,375	7.2%	147,488
10	Fergus Falls	Off-Sale Only	---	13,103	5,244,209	3,821,399	72.9%	851,925	569,885	56,738	46,340	0.9%	340,811
11	Detroit Lakes	Off-Sale Only	---	8,716	5,202,486	3,934,407	75.6%	359,660	908,359	48,798	69,600	1.3%	747,876
12	Hutchinson	Off-Sale Only	---	14,148	5,099,629	3,946,363	77.4%	651,933	501,333	4,503	463,538	9.1%	451,030
13	Benidjil	Off-Sale Only	---	13,528	4,990,078	3,643,412	73.0%	719,913	427,653	4,645	615,427	12.3%	547,395
14	Fridley	Off-Sale Only	---	27,515	4,893,430	3,681,938	75.3%	884,294	325,154	761	---	---	350,000
15	Savage	Off-Sale Only	---	27,147	4,657,014	3,463,597	74.4%	943,648	249,859	---	65,681	1.4%	---
16	Monticello	Off-Sale Only	---	12,840	4,653,476	3,502,213	75.3%	658,999	492,264	202,961	695,225	14.9%	250,000
17	Alexandria	Off-Sale Only	---	12,920	4,609,760	3,613,420	78.4%	745,127	251,203	1,786	15,190	0.3%	200,000
18	Wayzata	Off-Sale Only	---	3,720	4,391,203	2,294,347	52.2%	1,837,321	359,535	35,336	92,639	2.1%	20,000
19	Cambridge	Off-Sale Only	---	8,194	4,355,132	3,338,051	76.7%	658,571	358,509	10,216	5,654	0.1%	---
20	Thief River Falls	Off-Sale Only	---	8,587	4,216,698	3,229,473	76.6%	987,225	397,560	13,759	411,319	9.8%	362,835
21	Excelsior	Off-Sale Only	---	71,268	4,100,344	3,151,820	76.9%	948,907	100,408	---	1,765	0.0%	on off



WAYZATA BREW WORKS, LLC

The Science of Craft Beer, in Nine Easy Steps

Tuesday, September 21, 2010, by Christian DeBenedetti

They say great wine is made in the vineyard, but how about beer? The process is both surprisingly complex and beautifully simple.

Working with the basic ingredients of **malted barley**, fragrant **hop flowers**, **yeast**, and **water**, brewers conjure an amazing array of flavors in over 130 recognizable styles. The process of brewing craft beer varies but the basic steps to make a craft beer are outlined below.



Barley Malt

1. The vast majority of beers are made with a base of **malted barley**, which is grain that has been dampened, allowed to sprout, carefully dried and sometimes roasted (imparting color and texture to beers). The barley is produced in Minnesota, it is prepackaged in 50 pound bags, and delivered to the brewery on a pallet. Additionally, grains such as rye, wheat, and rice may also be used in conjunction with malted barley to make up the base malt. The malting process creates enzymes, which will later convert the starches already present in barley into sugars during the mashing process.



The Grain Mill

First the brewer **mills the grain** to crack the kernels' husks so the starches inside will be more accessible to enzymes during the mashing process. A standard batch requires 1000 -1400 pounds of grain, which is roughly 24 bags.



The Mash Tun

2. Next the grain is transferred into the **mash tun** with around 300 gallons of water at a temperature of 153 degrees. Every brewery uses a different mashing technique, adjusting the temperatures and mash times, but generally this is about a 1-hour process. The liquid must have time to rest, during which time the enzymes created during the malting process will convert the starches present into simple sugars, which will later be fermented.

The resulting mixture is called **wort**, and it's is deliciously sweet and healthful. Some brewers make a point to drink a glass on their morning shift. Brewers also monitor their water very carefully: hardness and softness of water affect the brewing process and resulting flavors. Our water is treated through a reverse osmosis (RO) system. It is carefully reclaimed and reused for cleaning.



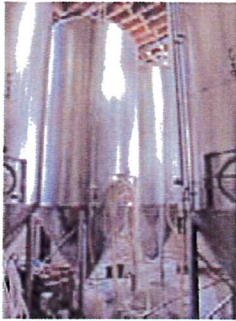
Hops

3. Next is the **kettle/whirlpool** stage. After a one-hour transfer of the wort into this tank, the brewer adds a first addition of bittering hops and brings the mixture to a boil for around an hour. Hops are a resinous plant and they give beer its bitterness and aromas, thanks to something called lupulin, which resides in pollen-like glands inside the base of the flowers.



The Kettle/Whirlpool

There are dozens of hop varieties, and brewers choose among them depending on their flavor and aroma profiles. At the end of this stage the brewer uses a **whirlpool** function to siphon out the used hops.



Stainless Steel Tanks for Fermentation

4. When the beer has cooled, the wort is transferred to stainless steel tanks for **fermentation**. Brewers' yeast is added for this stage, which immediately begin to feast on the sugar-rich brew, creating the **by products of alcohol and CO₂**. The beer stays here for seven to ten days, then the temperature is dropped to 32F for a period of seven days to two months, reaching anywhere from 3-7% alcohol by volume.



The Filter

5. Next the beers are pumped through a filter made of **diatomaceous earth (DE for short)**, a highly porous, silica-rich powder made from **millions of fossilized diatoms, a sort of ancient algae**. The filter removes spent yeast cells, grain matter, and other impurities. Later the DE refuse and spent grains from the mash tun are mixed and sent to a local farmer as cattle feed.



The Brite Beer Tank

6. Here in the **brite beer tank** the beer rests for one day to a week in 20 barrel (BBL) tanks. This is about 620 gallons.



½ Barrel Kegs; each holds 15.5 gallons

7. Now clear, fully fermented, carbonated, and rested, the beer is packaged in kegs and transferred to four 10 barrel serving tanks in the taproom to serve customers. This reduces excess packaging and keeps the beers as fresh as possible.



Wayzata Boat Works



8. The brewery will be built in The Boat Works building, a former wooden boat manufacturing plant in Wayzata. This historic, lakefront location will bring small craft manufacturing and delicious beer to downtown Wayzata.



The Tap Room

Sample the Beer

9. Small 4 oz samples and 16 oz pints will be sold on-site for tasting. In accordance with Minnesota's new Surly Law, 64 oz Growlers will be sealed and sold for off-site consumption.

TRAFFIC IMPACT STUDY

Minnetonka Boatworks

Wayzata, Minnesota

July 2, 2014



Prepared For:

BOATWORKS II LLC
294 Grove Lane East
Wayzata, MN 55391

Prepared By:



Westwood

TRAFFIC IMPACT STUDY

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Westwood Professional Services
7699 Anagram Drive
Eden Prairie, MN 55344

PHONE 952-937-5150
FAX 952-937-5822
TOLL FREE 1-888-937-5150

www.westwoodps.com

Westwood Project No. 0004064.00

TRAFFIC IMPACT STUDY

MINNETONKA BOATWORKS

294 Grove Lane East
Wayzata, Minnesota



I hereby certify that this 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.

A handwritten signature in black ink, appearing to read "Stephen J. Manhart".

By: _____
Stephen J Manhart, P.E.
License No. PE-22428

Date: _____ July 2, 2014

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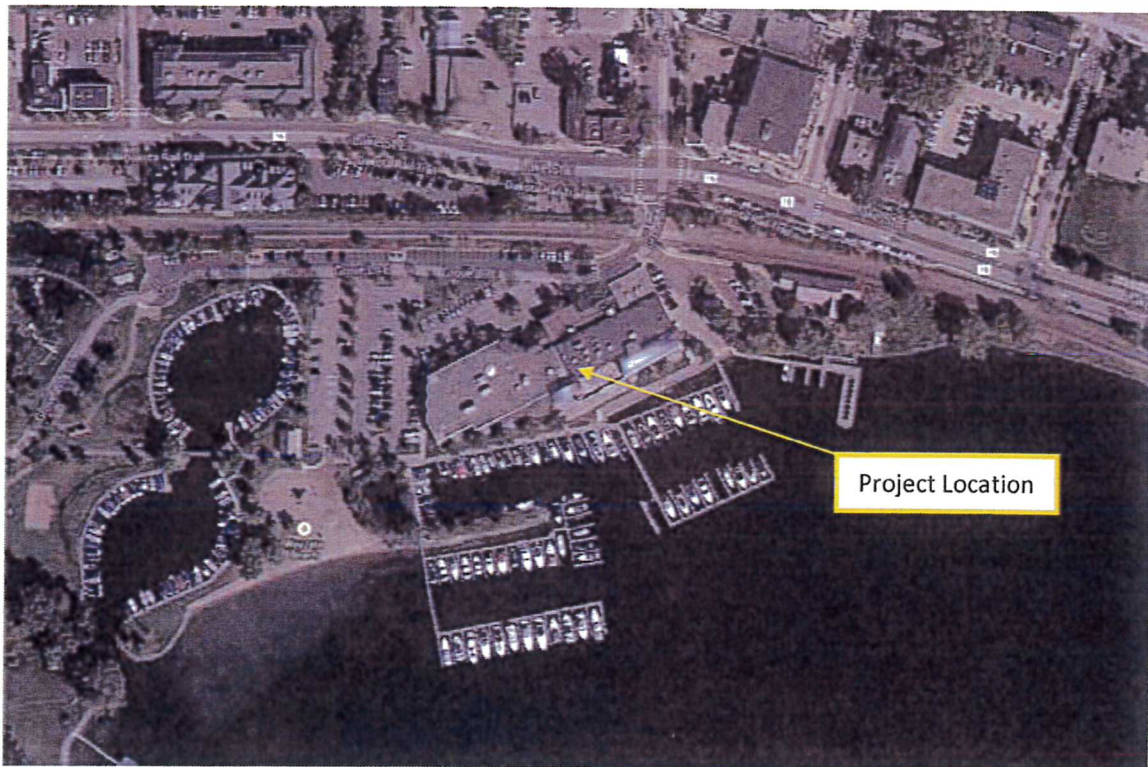
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I. INTRODUCTION

The Minnetonka Boatworks project, located at 294 Grove Lane East in Wayzata, MN, encompasses a 63,306 sq. ft. building south of the intersection of Lake Street East and Grove Lane East/Barry Avenue South in Wayzata, MN. The site, which currently houses office uses, will be revised to include a 6,900 sq. ft. restaurant, a 5,100 sq. ft. micro-brewery and taproom and the balance remaining office use. The site is shown in Figure 1.

Figure 1 – Vicinity Map



Source: Google Maps, 2014.

This traffic study will:

- analyze existing traffic and parking conditions,
- analyze projected year-round and seasonal traffic & parking demands,
- determine functionality of valet parking, impacts of train traffic,
- identify traffic impacts at intersection of Grove Lane East/Lake Street, and
- provide recommendations for traffic & parking mitigation.

II. EXISTING CONDITIONS

A. Existing Land Uses

Currently, the Boatworks building is partially occupied. There are some office uses leasing space in the building, but there is also vacant space available. Therefore, to assess the impacts of the future uses, one must first assess the trip generation of the existing uses in order to find the ultimate potential traffic.

Table 1 shows the current usage of the Boatworks building.

TABLE 1 – EXISTING USES, BOATWORKS BUILDING

Current Use	Usable Area Square Footage
Office	45,545 sq. ft.
Vacant*	15,137 sq. ft.
Storage	2,624 sq. ft.
Total	63,306 sq. ft.

Source: Project Developers, Inc.

*It is noted Six Smith Restaurant has opened since the traffic counts were taken and the study began, occupying 6,911 square feet. The remaining vacant space includes 3,146 square feet for office space and 5,080 square feet for the proposed Microbrew. Extensive staff training and construction traffic was observed as the restaurant prepared to open.

B. Vehicular Traffic

For the analysis of the Minnetonka Boatworks site, Westwood Professional Services deployed traffic counters at the intersection of Lake Street East and Grove Lane East/Barry Avenue South. Figure 2 illustrates the A.M. and P.M. Peak Hour turning movements at the intersection.

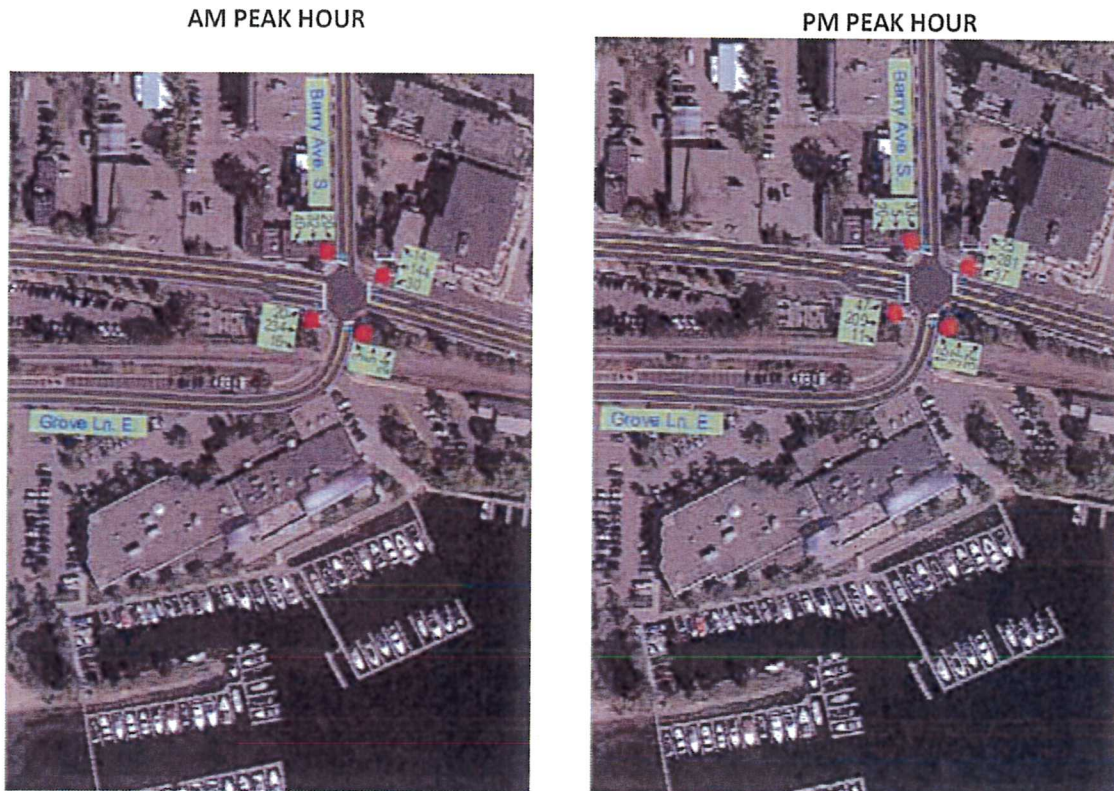
C. Rail Traffic

A railroad track lies between the intersection of Lake Street East & Grove Lane East/Barry Avenue South and the Minnetonka Boatworks building. According to the Minnesota Freight Railroad Map (May 2013), these tracks are primarily operated by BNSF, and carry approximately 17 trains per day.

This rail crossing is controlled by gates and flashers. Also, the advance rail crossing signs indicate that there are no train horns sounded between 10 PM and 7 AM.

It should be noted that no train traffic was witnessed at the crossing during the AM Peak, the Noon Peak or the PM Peak Hours.

Figure 2 – Existing Traffic Counts



Source: Westwood Professional Services, June 2014.

D. Pedestrian/Bicycle Traffic

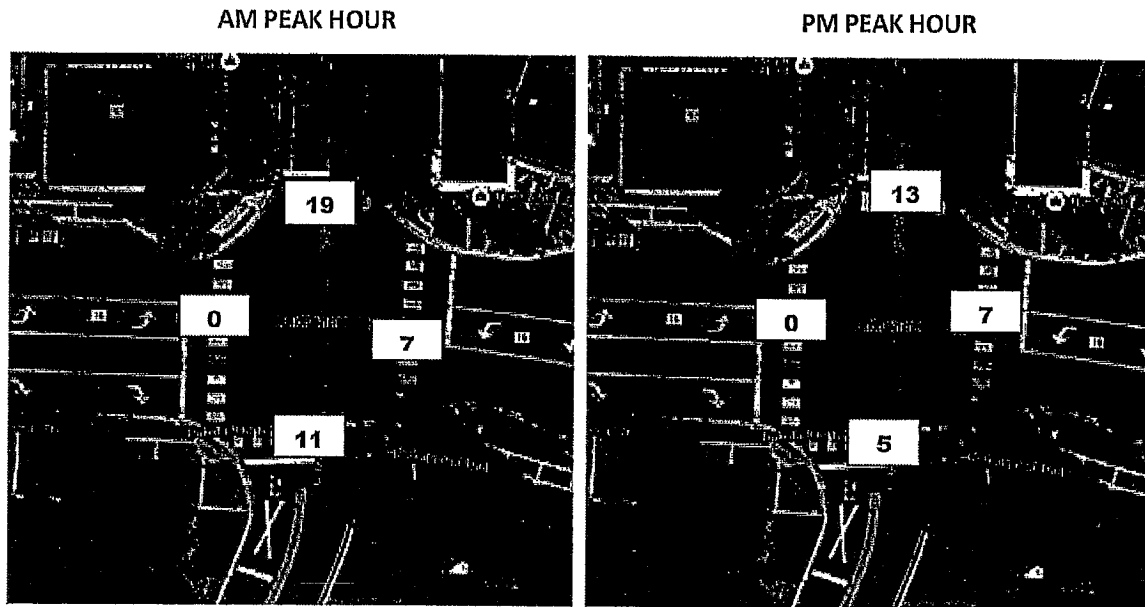
Figure 3 shows the pedestrian/bicycle activity recorded at the intersection of Lake Street East and Grove Lane East/Barry Avenue South during the A.M. and P.M. Peak Hours.

The Dakota Rail Regional Trail extends along the south leg of the intersection of Lake Street East & Grove Lane East/Barry Avenue South and north of the railroad track. This segment is part of a 13-mile paved trail in Hennepin County that follows the path of the former Dakota Rail corridor through Saint Bonifacius, Minnetrista, Mound, Spring Lake Park, Minnetonka Beach, Orono and Wayzata. In Carver County, an additional 12.5 miles of paved trail extends west of Saint Bonifacius to Mayer. According to an article regarding the trail printed in the Minneapolis Star Tribune (05/17/2011), "The portion of the trail that runs 13.5 miles from Wayzata to St. Bonifacius is already the most popular trail in Hennepin County, with an estimated 363,900 users during 2010."

To the southwest of the Minnetonka Boatworks building lies Wayzata Beach. This is a popular public swimming beach for Wayzata residents. The beach is open to the public from Mid-June to mid-August, and is patrolled by a lifeguard from noon till 6PM seven days a week. In addition to swimming, the

beach offers shady picnic areas, playground equipment, canoe racks, volleyball court, boat slips and playing fields.

Figure 3 – Existing Pedestrian/Bicycle Traffic Counts



Source: Westwood Professional Services, June 2014.

E. Boating Traffic

There is a City Marina located west of the Boatworks building. The marina is designed to dock approximately 100 small boats. There is also a boat dock area directly to the south of the Boatworks building that serves larger boats, plus there is a smaller dock to the south of the Depot building that can serve a handful of boats. Although the number of trips is unknown at this time, there has been interest expressed by some at the thought of boating to work.¹

F. Existing Parking

There are 259 existing parking stalls located on the Minnetonka Boatworks and City property.

- Of this total, 57 stalls are designated as City property of which 21 are reserved for residents or those who purchase a City parking sticker (\$30-35 fee) for Monday through Friday use.

¹ "Wayzata's Boatworks Is for sale", article in Minneapolis/Saint Paul Business Journal, July 13, 2013.

Attachment A - Attachment 2014 Submittals

- The remaining 202 stalls are designated for the weekday use for the Boatworks building.
- There are 74 available off-site parking spaces for Boatworks employees and staff and valet parking at 259 Lake Street East.
- Additional valet parking on TCF property at 200 Lake Street East after 4:30 PM, which includes 48 spaces in the east lot and 90 spaces in the west lot. This brings the total of on-site and offsite including valet parking to 471 spaces.
- There exist 82 on-street parking stalls that lie within one-eighth of a mile (660') from the Boatworks building.

This brings the total number of existing parking stalls available to Minnetonka Boatworks and other uses within an eighth-mile area to 553 stalls.

G. Existing Trip Generation

For comparison purposes, trip generation for the occupied office space and other existing uses in this area were calculated using the findings from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. They are shown in Table 2.

TABLE 2 – EXISTING TRIP GENERATION

Group No.	Type	Land Use	ITE Code	Size	Weekday		AM peak		PM Peak	
					Enter	Exit	Enter	Exit	Enter	Exit
1	Office	General Office Building	710	46 k.s.f.	251	251	62	8	12	56
1	Recreational	Beach Park	415	1 acres	10	10	0	1	0	0
1	Recreational	Marina	420	100 berths	148	148	3	5	11	8
2	Office	General Office Building	710	2 k.s.f.	12	12	3	0	1	3
-	-	-	-	-						
					421	421	68	14	24	67
					842		82		91	

Source: ITE Trip Generation Manual, Ninth Edition, 2012.

The trips generated by the existing site are slightly higher than the trip generation values projected by the ITE manual. Currently the AM inbound traffic is 78 trips/hour, while the AM outbound traffic is 32 trips/hour. Thus, 110 trips/hour are recorded at the intersection, versus 82 trips/hour projected by ITE. In the PM Peak Hour, the current traffic is 53 trips/hour, while the PM outbound traffic is 90 trips/hour. Similarly, 143 trips/hour are recorded versus 91 trips/hour projected by ITE.

H. Existing Traffic Operation

Analysis was conducted of the existing traffic operation at the intersection of Lake Street East and Grove Lane East/Barry Avenue South. This analysis comprised modeling the operation of the intersection using the industry-standard Synchro/SimTraffic software (Version 8), and the capacity analysis found in the 2010 Edition of the Highway Capacity Manual (HCM). The software model was calibrated to replicate existing conditions as accurately as possible before being used to assess future conditions.

The operating conditions of transportation facilities, such as traffic signals, stop-controlled intersections and roundabouts, are evaluated based on the relationship of the theoretical capacity of a facility to the

actual traffic volumes on that facility. Various factors affect capacity, including travel speed, roadway geometry, grade, number and width of travel lanes, and intersection control. The current standards for evaluating capacity and operating conditions are contained in the 2010 HCM. The procedures describe operating conditions in terms of a Level of Service (LOS). Facilities are given letter designations from A, representing the best operating conditions, to F, representing the worst. Generally in the Twin Cities, Level of Service D represents the threshold for acceptable overall intersection operating conditions during a peak hour.

At intersections, the letter grades are assigned based on the average delay per vehicle experienced during the peak hour on a particular approach or movement. The grade for the intersection as a whole is based on a weighted average of each movement. Grades are different at unsignalized and signalized intersections, due to the fact that drivers anticipate longer delays at signalized intersections. Table 3, below, details the ranges for each letter grade for both types of intersection, which is in seconds of average delay per vehicle.

Table 3—LEVEL OF SERVICE VS AVERAGE DELAY - SIGNALIZED AND UNSIGNALIZED INTERSECTIONS

Unsignalized Intersections		Signalized Intersections	
Level of Service	Average Delay per Vehicle (Seconds)	Level of Service	Average Delay per Vehicle (Seconds)
A	≤10	A	0 – 10
B	>10 and ≤15	B	>10 and ≤20
C	>15 and ≤25	C	>20 and ≤35
D	>25 and ≤35	D	>35 and ≤55
E	>35 and ≤50	E	>55 and ≤80
F	>50	F	>80

Source: 2010 Highway Capacity Manual, published by the Transportation Research Board.

The acceptable level of service threshold for a particular movement at an intersection depends on both the priority assigned to that movement and its traffic volume. In general, the higher the priority and the higher the traffic volume, the more stringent the acceptable threshold will be. For example, the acceptable threshold for a high-priority/high-volume rural movement might be C, while LOS F on a low-priority/low-volume urban movement might be appropriate.

For side street stop-controlled intersections, a key measure of operational effectiveness is the side street LOS. Long delays and poor LOS can sometimes result on the side street, even if the overall intersection is functioning well, making it a valuable design criterion. Again, depending on priority and traffic volume, acceptable side-street LOS can range from D to F. Side streets can operate at LOS F without the intersection warranting all-way stop control or a traffic signal.

A final fundamental component of operational analyses is a study of vehicular queuing, or the lineup of vehicles waiting to pass through an intersection. An intersection can operate with an acceptable level of service, but if queues from the intersection extend back to block entrances to turn lanes or accesses to adjacent land uses, unsafe operating conditions could result. The 95th percentile queue, or the length

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of queue with a 5% chance of occurring during the peak hour, is typically considered the standard for design purposes.

Table 4 lists the levels of service recorded for the intersection of Lake Street East and Grove Lane East/Barry Avenue South during a typical weekday. The analysis shows that the intersection and each movement functions at LOS-A with minimal delay and queuing.

TABLE 4 – Existing Peak Hour Capacity Analysis – Lake Street E. & Grove Lane East/Barry Ave S.¹

Intersection	A.M. Peak			P.M. Peak		
	LOS	Total Delay	Critical Movement	LOS	Total Delay	Critical Movement
Lake Street E. & Grove Lane East/Barry Ave S	A	7.2 sec	NB Lt = 9.9 sec (LOS-A)	A	7.9 sec	WB Thru = 9.2 sec (LOS-A)
	Site Max queue = NB (47')			Site Max queue = NB (72')		

¹Based on traffic counts conducted by Westwood Professional Services

III. PROPOSED CONDITIONS

A. Proposed Land Uses

It is proposed that the Minnetonka Boatworks building will include several existing uses along with new uses. Table 5 illustrates the existing and proposed uses for the site.

TABLE 5 – PROPOSED USES, BOATWORKS BUILDING

Projected Use	Usable Area Square Footage
Office	45,545 sq. ft.
Quality Sit-Down Restaurant	6,911 sq. ft.
Microbrewery	2,810 sq. ft.
Taproom	2,270 sq. ft.
Vacant (Office Space)	3,146 sq. ft.
Storage	2,624 sq. ft.
Total	63,306 sq. ft.

Source: Project Developers, Inc.

B. Proposed Trip Generation

For comparison purposes, trip generation for the occupied office space and additional projected uses in this area were calculated using the findings from the ITE Trip Generation Manual, 9th Edition. They are shown in Table 6. The additional uses will nearly double the P.M. Peak trip generation of the site.

TABLE 6 – PROJECTED TRIP GENERATION

Trip Generation - Projected

Group No.	Type	Land Use	ITE Code	Size	Weekday		AM peak		PM Peak	
					Enter	Exit	Enter	Exit	Enter	Exit
1	Office	General Office Building	710	46 k.s.f.	251	251	62	8	12	56
2	Recreation	Beach Park	415	1 acres	10	10	0	1	0	0
2	Recreation	Marina	420	100 berths	148	148	3	5	11	8
2	Office	General Office Building	710	2 k.s.f.	12	12	3	0	1	3
1	Retail	Quality Restaurant	931	7 k.s.f.	311	311	3	3	35	17
1	Retail	Drinking Place	925	2 k.s.f.	n.a.	n.a.	0	0	17	9
1	Retail	Microbrewery		3 k.s.f.	n.a.	n.a.	0	0	11	2
-	-	-		-						
					732	732	71	17	87	95
					1,464		88		182	

Source: ITE Trip Generation Manual, Ninth Edition, 2012.

The trips shown in highlighted area represent the additional traffic generated by the new uses. Trips calculated for the new quality restaurant were derived from the ITE Trip Generation Manual. This will result in a 6-trip increase during the A.M. Peak trips (i.e., 3 additional inbound trips and 3 additional outbound trips), and a 91-trip increase in the P.M. Peak trips (i.e., 63 additional inbound trips and 28 additional outbound trips).

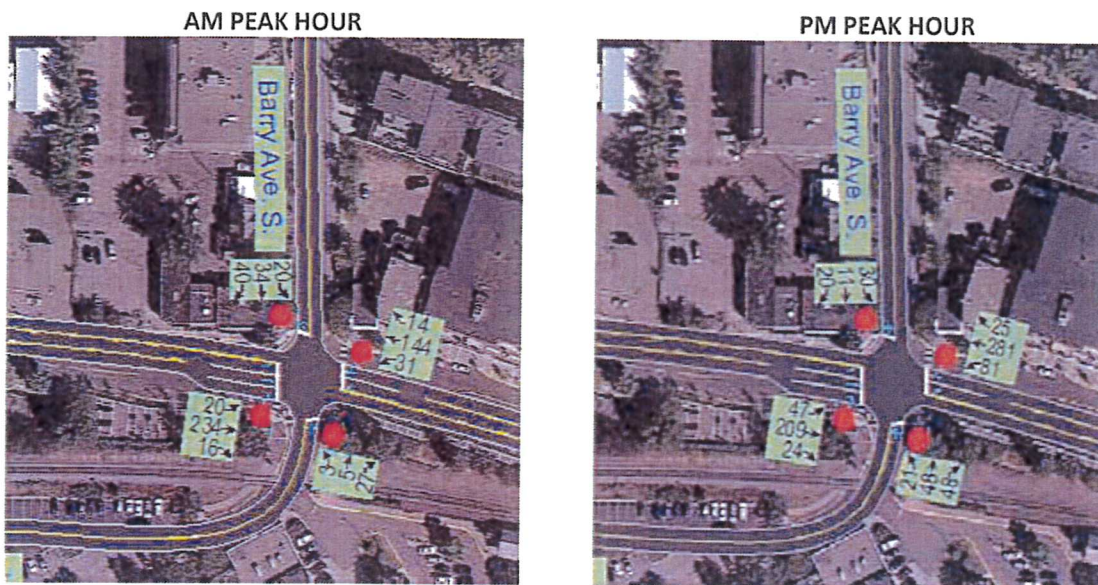
Trip generation data for the microbrewery and taproom uses were quite scarce. Westwood was able to utilize a study from the late 1990's that provided trip generation for microbreweries.² Because the microbrewery trips are primarily generated by the workers, the trips are few in number.

Westwood was not able to find a direct trip generation rate for a taproom affiliated with a Microbrewery. The land use seems to be too new. As a result, Westwood utilized the existing land use code for "Drinking Place" found in the ITE Trip Generation Manual. This is a more appropriate application for taproom than other types of establishments because this does not specialize in serving food.

C. Projected Traffic Operation

By applying the directional distribution of the existing uses onto the new uses, the additional traffic volumes can be determined proportionally. Figure 4 illustrates the projected existing plus new turning movements for the site.

Figure 4 – Projected Traffic Counts



Source: Westwood Professional Services, June 2014.

² Doyle, Julie M., "Trip Generation for Entertainment Land Uses", Street Smarts, Duluth, GA, 1999.

Table 7 lists the levels of service projected for the intersection of Lake Street East and Grove Lane East/Barry Avenue South during a typical weekday. This analysis would assume that all of the traffic generated by the site, beach, depot and new uses would enter and exit from the Intersection of Lake Street East and Grove Lane East/Barry Avenue S. The analysis shows that the intersection and each movement functions at LOS-A with minimal delay and queuing.

TABLE 7 – Projected Peak Hour Capacity Analysis – Lake Street E. & Grove Lane East/Barry Ave S.¹

Intersection	A.M. Peak			P.M. Peak		
	LOS	Total Delay	Critical Movement	LOS	Total Delay	Critical Movement
Lake Street E. & Grove Lane East/Barry Ave S	A	6.9 sec	WB Thru = 7.9 sec (LOS-A)	A	8.0 sec	WB Thru = 9.8 sec (LOS-A)
	Site Max queue = NB (73')			Site Max queue = NB (72')		

¹Based on traffic counts conducted by Westwood Professional Services

This analysis indicates that all existing and projected uses could enter and exit the site via the site intersection and not impact the Level of Service. The operation is currently LOS-A and will remain such with the new uses functioning.

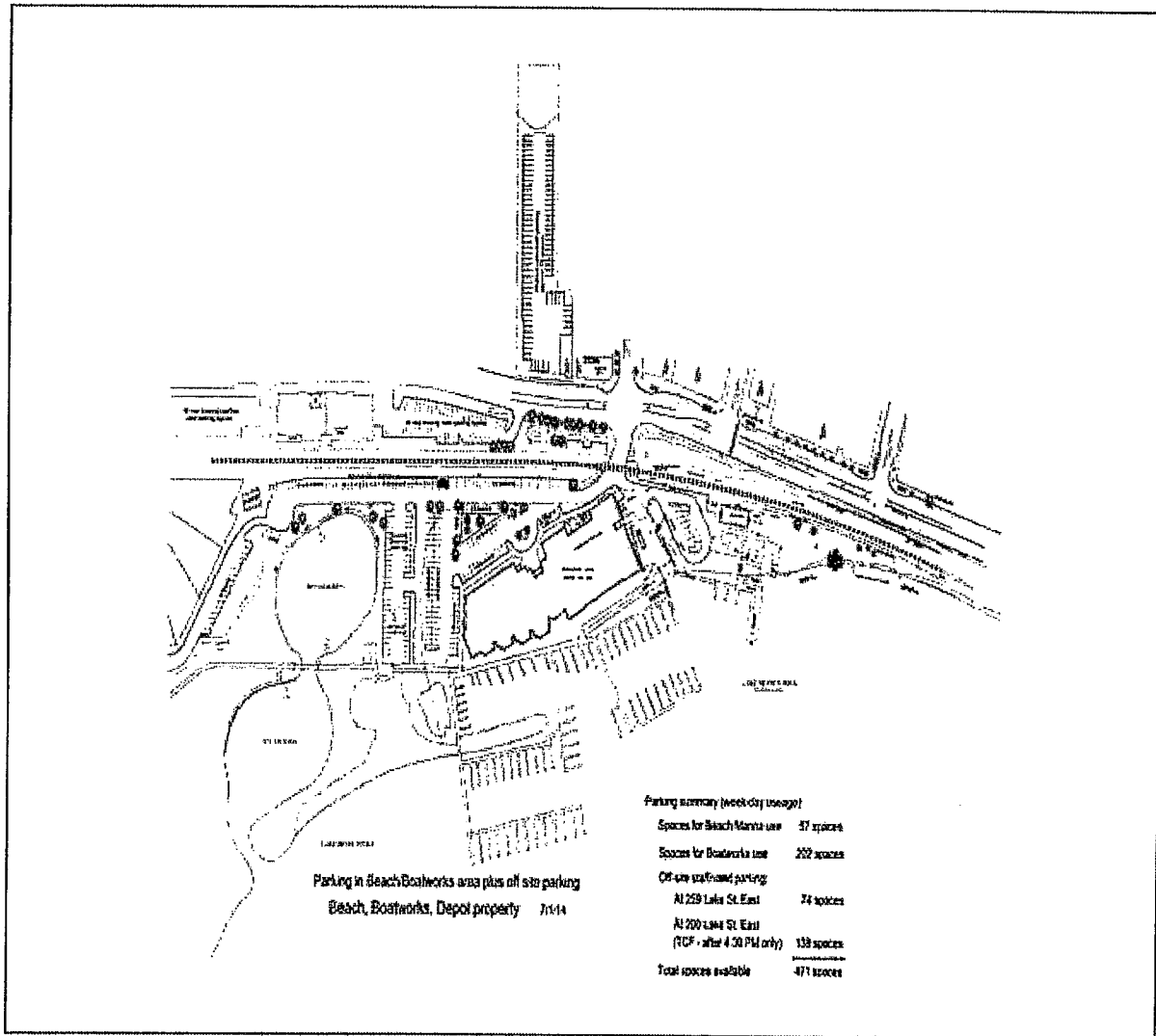
D. Projected Parking

Figure 5 shows the existing and projected parking associated with the Minnetonka Boatworks building.

As stated earlier, there are 259 existing parking stalls located in the parking lot adjacent to the Minnetonka Boatworks building. There are 74 staff and valet spaces at the 274 Lake Street East lot. The Boatworks has a letter of understanding with TCF to utilize 138 parking spaces for valet purpose after 4:30 PM. Further, there exist 82 on-street parking stalls that lie within one-eighth of a mile (660') from the Boatworks building. This brings the total number of existing parking stalls available to Minnetonka Boatworks and other uses within an eighth-mile area to 553 stalls.

The City is also evaluating the addition of six new stalls near the northwest corner of the marina, and reconfiguring the existing cul-de-sac to add more stalls.

FIGURE 5 – EXISTING AND PROPOSED PARKING – MINNETONKA BOATWORKS¹



¹Source: Project Developers, Inc., 2014.

The City of Wayzata has established off-street parking and loading requirements in its Zoning Ordinance. Table 8 lists the land uses for the Minnetonka Boatworks Building and the number of parking and off-street loading spaces that are required.

There are, however, land uses that are not listed in the Wayzata Zoning Ordinance regarding off-street parking requirements. "Microbrewery" and "Taproom" uses are relatively new land uses and many communities have yet to include them in their off-street parking requirements. To estimate the needs for the new Microbrewery we utilized the information provided by the Lucid Brewing Company to The City of Minnetonka, Minnesota for their new facility. Table 8 incorporates these uses, and provides example requirements for these new uses being proposed in the Minnetonka Boatworks building.

TABLE 8 – OFF-STREET PARKING REQUIREMENTS¹

Projected Use	Usable Area Square Footage	Required Rate of Parking Spaces	No. of Parking Spaces Required	Required Rate of Loading Spaces	No. of Loading Spaces Required
Office	45,545 sq. ft.	One (1) space for each 250 sq. ft. of floor area	182	One (1) space for buildings 10k ≥ 100k sq. ft.	1
Quality Sit- Down Restaurant	6,911 sq. ft.	One (1) space for each 40 sq. ft. of floor area	173	One (1) space for buildings up to 10k sq. ft.	1
Microbrewery	2,810 sq. ft.	One (1) space per 900 sq. ft. GFA	3	N/A	
Taproom	2,270 sq. ft.	One (1) space per Table; One(1) space per 3 seats of general seats ²	40	N/A	
Vacant (office)	3,146 sq. ft.	One (1) space for each 250 sq. ft. of floor area	13	One (1) space for buildings 10k ≥ 100k sq. ft.	0
Storage	2,624 sq. ft.	n.a.	0	n.a.	0
Total	63,306 sq. ft.		411		2

¹Rates from Wayzata Zoning Ordinance, last amended 09/15/2009.

²Rates from Lucid Brewing Company submittal to City of Minnetonka.

There are 553 stalls available and the stated demand is 411. Therefore, there exists sufficient parking capacity for the proposed uses. That being said, the stated demand can be reduced by taking into account shared parking, multi-modal and valet parking factors.

E. Shared Parking

Per ITE and the Urban Land Institute (ULI), it is reasonable to assume that not all uses will be operating at the same time as all other uses. For example office uses have their peak parking demand during the workday, while restaurants and entertainment uses have their peak parking demand after hours. Therefore, the concept of shared parking comes into play. Shared parking is a type of parking management, which means parking spaces are shared by more than one land use, allowing parking facilities to be used more efficiently.

Utilizing the methodology described by the Urban Land Institute (ULI), allowances for reductions in required parking if the applicant has two or more uses within the development can be made. Table 9

Attachment A ~~2~~ Attachment 204 Submittals

Illustrates the shared parking percentages that are allowed per ULI and adopted by the City of Minneapolis for certain land uses.

TABLE 9 – SHARED PARKING CALCULATIONS¹

General Land Use Classification	Weekdays			Weekends		
	2:00 a.m. – 7:00 a.m.	7:00 a.m. – 6:00 p.m.	6:00 p.m. – 2:00 a.m.	2:00 a.m. – 7:00 a.m.	7:00 a.m. – 6:00 p.m.	6:00 p.m. – 2:00 a.m.
Office	5%	100%	5%	0%	10%	0%
Retail sales and services	0%	90%	80%	0%	100%	60%
Restaurant (not 24 hour)	10%	70%	100%	20%	70%	100%
Residential	100%	60%	100%	100%	75%	90%
Theater	0%	40%	90%	0%	80%	100%
Hotel						
Guest rooms	100%	55%	100%	100%	55%	100%
Restaurant/lounge	40%	60%	100%	50%	45%	100%
Conference rooms	0%	100%	100%	0%	100%	100%
Religious institution	0%	25%	50%	0%	100%	50%
Reception or meeting hall	0%	70%	90%	0%	70%	100%
Museum	0%	100%	80%	0%	100%	80%
School, grades K–12	0%	100%	25%	0%	30%	10%

¹From Table 541-4 of the City of Minneapolis' Reducing Off-Street Parking Requirements Application

If one were to apply these shared parking percentages to the Minnetonka Boatworks Building, one would concentrate on the weekday demand as the office uses would overlap with the restaurant use for some time. Possible parking reductions are shown in Table 10.

TABLE 10 – TIME-OF-DAY PARKING REDUCTIONS

Projected Use	Required Parking, by Code	WEEKDAY PARKING					
		2:00 a.m. – 7:00 a.m.	Adjusted Demand	7:00 a.m. – 6:00 p.m.	Adjusted Demand	6:00 p.m. – 2:00 a.m.	Adjusted Demand
Office	182	5%	9	100%	182	5%	9
Restaurant	173	10%	17	70%	121	100%	173
Microbrewery*	3	0%	0	90%	3	40%	1
Taproom*	40	0%	0	40%	16	75%	30
Vacant (office)	13	5%	1	100%	13	5%	1
TOTAL	411		27		335		214

*Percentages based on assumed utilization

In addition, many cities provide incentives of reductions in vehicle parking if the applicant is adjacent to transit, provides bicycle parking or provides valet parking within stipulations.

F. Valet Parking

Phase II: Community Design Workshops conducted as part of the "Lake Effect Wayzata" project suggested the use of valet parking in areas of downtown Wayzata as an alternative to structured parking.

Because valet parking affords the operator to pack in the vehicles tightly, more vehicles can be parked in relatively small spaces. Therefore, valet parking can be a worthy alternative to additional off-street parking lots or structures.

For this development, three valet areas have been established:

- ORIGINAL VALET/STAFF PARKING: 74
- NEW EVENING VALET PARKING SPACES (TCF site): 48 spaces East Lot, 90 spaces West Lot; 138 spaces Total

Thus, assuming that 57 weekday stalls are designated for Marina and beach use, the Boatworks building has 202 parking stalls for its use. Assuming that the peak demand will be between 7:00 a.m. and 6:00 p.m., the shared parking requirement will be an adjusted number of 335 stalls.

- The difference between the required 335 and the existing and proposed 202 stalls in the lot is 133 stalls.
- Some residents and office workers who purchase parking permits will utilize the permit parking stalls, thus reducing the demand.
- The restaurant parking requirement adjusted for shared parking is 121 stalls during the period of 7:00 a.m. to 6:00 p.m. Valet parking is being provided for 74 stalls all day, plus an additional 138 valet stalls for evening use.
- Further, there exist 82 on-street parking stalls that lie within one-eighth of a mile (660') from the Boatworks building. While not to be included in the off-street parking requirements, it is logical to assume that some restaurant and taproom patrons will be parking elsewhere within the downtown area and walking to and from the Boatworks building.

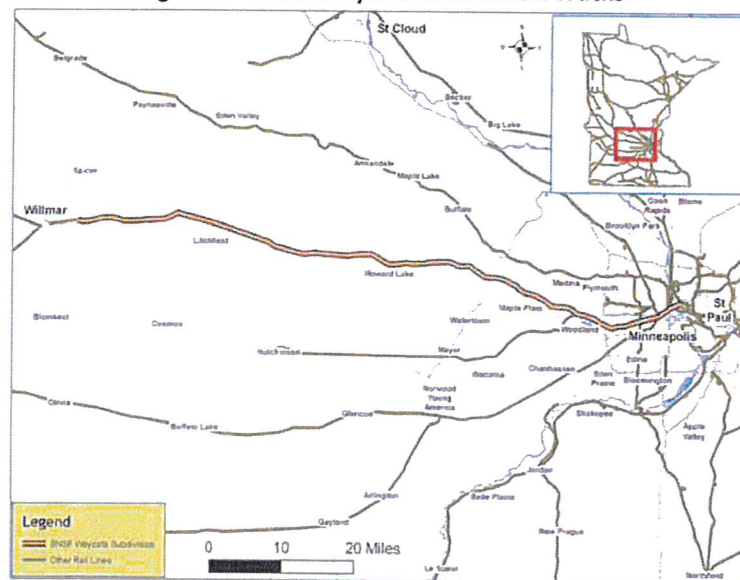
Therefore, with the application of the adjustment factors, the available plus added parking supply will exceed the projected parking demand.

IV. SEASONAL IMPACTS

It is likely that the Minnetonka Boatworks building will see the heaviest traffic and parking demand in the spring, summer and fall.

- Boat slips in the small marina are available by lottery system and permit from the City during ice-out conditions on the lake.
- Dakota Rail Trail usage is higher during fair weather months. The trail is heavily used, but is limited to bikers, in-line skaters and hikers. No snowmobiling is allowed on the trail. Cross country skiing, however, is allowed.
- The docks for larger boats lie to the south and east of the Boatworks building directly adjacent to the Depot. Steamboat Minnehaha provides a variety of cruises, primarily on weekends and holidays between Memorial Day and Labor Day with special Fall Color Cruises from Labor Day through mid-October. Special Wayzata Concert Cruises take place on Wednesday nights throughout the summer. (NOTE: Directions for the Wayzata dock states that parking is available on the street, and does not specify any parking availability in the Boatworks lot.)
- The BNSF Railway, which operates the tracks at the crossing on Grove Lane East as part of their "Wayzata Subdivision" (route between downtown Minneapolis and Willmar), states that their peak season for intermodal shipments is defined as September 1 through December 15. This coincides with the Thanksgiving and Christmas shopping season. See Figure 6 below.

Figure 6 – BNSF Wayzata Subdivision Tracks¹



¹Source: Minnesota Comprehensive Statewide Freight & Passenger Rail Plan, MnDOT & Cambridge Systematics, Inc., July 31, 2009.

V. SUMMARY AND CONCLUSIONS

Westwood Professional Services has reviewed the traffic and parking issues associated with the Minnetonka Boatworks building at 294 Grove Lane East in Wayzata, MN. Approximately 72% of the building is occupied by leased office space. Approximately 24% of the building lies vacant.

The building lies along the northwest shore of Wayzata Bay in downtown Wayzata. The building is adjacent to the Wayzata Beach, the rental boat slips, boat docks and the Wayzata Historical Society's museum. It sits just to the south of the heavily-used Dakota Rail Trail and the BNSF railroad tracks.

The intersection at Lake Street East & Grove Lane East/Barry Avenue North currently operates at LOS-A under an all-way stop condition. Railroad crossing signals and gates control the train crossings, which currently occur up to 17 times a day, although none were witnessed during peak traffic hours.

The proposed redevelopment of the Minnetonka Boatworks building will include the existing office uses plus in-fill of a quality restaurant and a microbrewery with taproom. This will result in a 6-trip increase during the A.M. Peak trips (i.e., 3 additional inbound trips and 3 additional outbound trips), and a 91-trip increase in the P.M. Peak trips (i.e., 63 additional inbound trips and 28 additional outbound trips).

Assuming the addition of these new trips onto the existing street network, traffic operation has been found to remain the LOS-A for the A.M. and P.M. Peak Hours at the intersection of Lake Street East & Grove Lane East/Barry Avenue South. Maximum queue lengths also appear to be minimal.

The existing parking lot adjacent to the Minnetonka Boatworks building is utilized by numerous parties -- the employees of the Boatworks building, beachgoers at the Wayzata Beach, renters of the boat slips to the west of the lot, and Three River Trail users. In addition, to the north and east of the building lies the Depot, which houses offices of the local Chamber of Commerce and Wayzata Historical Society Museum. There is a small parking lot between the Boatworks and the Depot building.

There are 259 existing parking stalls located in the parking lot adjacent to the Minnetonka Boatworks building.

- Of this total, 57 stalls are designated as City property of which 21 are reserved for residents or those who purchase a City parking sticker (\$30-35 fee) for Monday through Friday use.
- The remaining 202 stalls are designated for the Boatworks building

In addition, there exist 82 on-street parking stalls that lie within one-eighth of a mile (660') from the Boatworks building.

According to the Wayzata Zoning Ordinance, the office and restaurant uses will require 411 off-street parking stalls. One can consider the impacts of shared parking. Not all uses will be generating 100% demand at all times of the day. Using the percentages of shared parking derived by ULI one can claim that the peak parking demand for the Minnesota Boatworks building will be between 7 a.m. and 6 p.m., and at a parking demand of 335 spaces.

Attachment A2 ~~June 2014~~ Submittals

Thus, assuming that 57 stalls are designated for permit parking only (beach and boat slip users), the Boatworks building has 202 parking stalls for its use. Assuming that the peak demand will be between 7:00 a.m. and 6:00 p.m., the shared parking requirement will be an adjusted number of 335 stalls.

- The difference between the required 335 and the existing and proposed 202 stalls in the lot is 133 stalls.
- Some residents and office workers who purchase permits will utilize the permit parking stalls, thus reducing the demand. (Assume 25 stalls utilized.)
- The restaurant parking requirement adjusted for shared parking is 121 stalls during the period of 7:00 a.m. to 6:00 p.m. Valet parking is being provided for 74 stalls all day, plus an additional 138 valet stalls for evening use.
- Further, there exist 82 on-street parking stalls that lie within one-eighth of a mile (660') from the Boatworks building. While not to be included in the off-street parking requirements, it is logical to assume that some restaurant and taproom patrons will be parking elsewhere within the downtown area and walking to and from the Boatworks building.

Further, study is underway to evaluate the incorporation of parking to the west of the Marina by creating an access route to the existing spaces from the east. This would be beneficial to the 3 Rivers biking community and would make this more accessible to beach and Marina users. This connectivity option should be considered.

The City is considering the adoption of a trolley system along the waterfront. This would decrease the amount of vehicular traffic on the waterfront and would be a big benefit to the residents and businesses in the area.

In conclusion, the additional uses proposed for the Minnetonka Boatworks building will not degrade the traffic operation of the intersection of Lake Street East & Grove Lane East/Barry Avenue South. Further, the addition of the restaurant and microbrewery/taproom will increase parking demand for the site. Nevertheless, by considering shared parking by time-of-day and seasonally, as well as considering the use of bike stalls and valet parking for the restaurant parking demand (as has been done in other municipalities), parking demand will be satisfied. With the application of these adjustment factors, the available plus added parking supply will meet the projected parking demand.

APPENDIX

Synchro/SimTraffic Output for the following periods:

1. Existing AM Peak LOS
2. Existing PM Peak LOS
3. Proposed AM Peak LOS
4. Proposed PM Peak LOS

Attachment 2014 Submittals

AM Peak
Existing

Minnetonka Boatworks - Wayzata, MN
6/23/2014

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.3	0.5	2.9	3.1	0.3	0.1	0.1	0.1	0.1	0.2	0.1	0.1
Total Del/Veh (s)	7.0	8.7	4.8	5.2	7.4	3.1	9.9	7.1	3.0	6.8	7.5	3.3

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	All
Denied Del/Veh (s)	0.6
Total Del/Veh (s)	7.2

Total Network Performance

Denied Del/Veh (s)	0.6
Total Del/Veh (s)	9.2

Attachment 2014 Submittals

AM Peak
Existing

Minnetonka Boatworks - Wayzata, MN
6/23/2014

Intersection: 4: Grove Ln. E./Barry Ave. S. & Lake St. E.

Movement	EB	EB	EB	WB	WB	NB	SB
Directions Served	L	T	R	L	TR	LTR	LTR
Maximum Queue (ft)	89	99	90	46	65	47	63
Average Queue (ft)	17	50	10	14	31	18	36
95th Queue (ft)	49	81	40	38	52	41	54
Link Distance (ft)		1182			1153	831	335
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	65		65	55			
Storage Blk Time (%)	0	2	0	0	1		
Queuing Penalty (veh)	0	1	0	0	0		

Network Summary

Network wide Queuing Penalty: 1

Attachment 2014 Submittals

PM Peak
Existing

Minnetonka Boatworks - Wayzata, MN
6/23/2014

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.2	0.5	3.3	2.8	0.5	0.7	0.2	0.1	0.1	0.1	0.1	0.1
Total Del/Veh (s)	6.0	8.8	3.2	6.3	9.2	6.6	4.8	7.5	4.4	5.6	8.1	3.4

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	All
Denied Del/Veh (s)	0.7
Total Del/Veh (s)	7.9

Total Network Performance

Denied Del/Veh (s)	0.7
Total Del/Veh (s)	9.9

Attachment 2014 Submittals

PM Peak
Existing

Minnnetonka Boatworks - Wayzata, MN
6/23/2014

Intersection: 4: Grove Ln. E./Barry Ave. S. & Lake St. E.

Movement	EB	EB	EB	WB	WB	NB	SB
Directions Served	L	T	R	L	TR	LTR	LTR
Maximum Queue (ft)	74	128	23	46	132	72	76
Average Queue (ft)	22	51	7	20	56	29	30
95th Queue (ft)	50	92	25	42	93	49	49
Link Distance (ft)	1182			1153			335
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	65	65		55			
Storage Blk Time (%)	0	3	0		6		
Queuing Penalty (veh)	0	1	0		2		

Network Summary

Network wide Queuing Penalty: 4

Attachment 2014 Submittals

AM Peak
Projected

Minnetonka Boatworks - Wayzata, MN
6/24/2014

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.2	0.3	3.0	3.3	0.3	0.3	0.1	0.1	0.1	0.1	0.2	0.2
Total Del/Veh (s)	5.2	7.8	4.7	5.7	7.9	4.2	3.4	6.8	3.4	5.2	7.4	3.6

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	All
Denied Del/Veh (s)	0.6
Total Del/Veh (s)	6.9

Total Network Performance

Denied Del/Veh (s)	0.6
Total Del/Veh (s)	8.9

Attachment 2014 Submittals

AM Peak
Projected

Minnetonka Boatworks - Wayzata, MN
6/24/2014

Intersection: 4: Grove Ln. E./Barry Ave. S. & Lake St. E.

Movement	EB	EB	EB	WB	WB	NB	SB
Directions Served	L	T	R	L	TR	LTR	LTR
Maximum Queue (ft)	28	73	23	51	107	73	64
Average Queue (ft)	14	48	10	20	41	18	34
95th Queue (ft)	37	73	28	43	74	44	58
Link Distance (ft)	1182			1153		831	335
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	65		65	55			
Storage Blk Time (%)		1		0	2		
Queuing Penalty (veh)		0		0	1		

Network Summary

Network wide Queuing Penalty: 1

Attachment 2014 Submittals

PM Peak
PROJECTED

Minnetonka Boatworks - Wayzata, MN
6/24/2014

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.1	0.5	3.2	2.8	0.6	0.8	0.2	0.1	0.2	0.1	0.1	0.1
Total Del/Veh (s)	6.4	9.0	3.5	6.8	9.8	7.4	5.9	7.7	3.9	6.1	7.2	3.1

4: Grove Ln. E./Barry Ave. S. & Lake St. E. Performance by movement

Movement	All
Denied Del/Veh (s)	1.0
Total Del/Veh (s)	8.0

Total Network Performance

Movement	All
Denied Del/Veh (s)	1.0
Total Del/Veh (s)	9.8

Attachment 2014 Submittals

PM Peak
PROJECTED

Minnetonka Boatworks - Wayzata, MN
6/24/2014

Intersection: 4: Grove Ln. E./Barry Ave. S. & Lake St. E.

Movement	EB	EB	EB	WB	WB	NB	SB
Directions Served	L	T	R	L	TR	LTR	LTR
Maximum Queue (ft)	74	113	85	79	132	72	48
Average Queue (ft)	26	50	16	35	62	31	25
95th Queue (ft)	46	87	45	62	106	49	43
Link Distance (ft)		1182			1153	831	335
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	65		65	55			
Storage Blk Time (%)	0	2	0	1	7		
Queuing Penalty (veh)	0	1	0	2	6		

Network Summary

Network wide Queuing Penalty: 10



Attachment 2014 Submittals

Date: July 23rd, 2014

To: Terry Schneider
Project Developers, Inc
15333 Boulder Creek Dr.
Minnetonka, MN 55345

Re: Peak Water Usage GPM of Boatworks Building

Terry,
You have requested that Legend Mechanical come up with a peak gallon per minute amount of waste water from the Boatworks building. With the spreadsheet provided by you dated 7/22/14 providing information of plumbing fixtures in each tenant space and my calculations which include the remainder of the public restrooms and the Sixsmith Restaurant. I come up with a current peak drainage load of 127 gpm in the building. Based off the drawings I have received from the Wayzata Brew Works CEO Robert Klick, I come up with an additional 32 gpm if this space was added to the current load of the building.

Sincerely,

Dustin Rasmussen
Legend Mechanical

Letter of Understanding
between TCF National Bank and Boatworks II, LLC
regarding usage of TCF lot for overflow valet parking

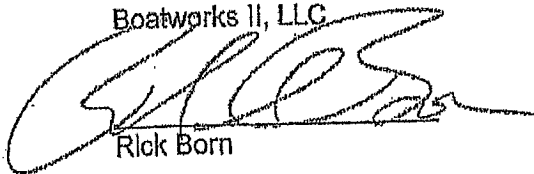
This Letter of Understanding between TCF National Bank (TCF) and Boatworks II, LLC (Boatworks) is to confirm the understanding between both parties and the usage of the TCF parking spaces at 200 Lake Street East for overflow valet parking of 6 Smith Restaurant and the proposed Wayzata Brew Works located in the Minnetonka Boatworks building at 294 Grove Lane East.

TCF agrees to allow "overflow valet" parking on its street level parking lots subject to the following conditions:

1. The valet parking is for customers of the 6 Smith Restaurant (6 Smith) and the proposed Wayzata Brew Works (WBW) only.
2. 6 Smith and WBW are to utilize the parking available for staff and customers on the lot at 259 Lake Street East first, and any valet parking that is not able to be accommodated on that lot may use the TCF lots.
3. The spaces on the TCF lots will be available after 6:30 PM on weekdays and after 11:00 AM on the weekends.
4. There shall be no overnight parking on either lot.
5. The Valet Company and Boatworks II, LLC shall be responsible for removing any trash or clutter created by the valet parking use of the spaces on a nightly basis.
6. The Valet Company and Boatworks II, LLC shall indemnify TCF from any liability for property damage or personal injury that may be associated with the use of the property for valet parking.
7. It is noted that TCF is not receiving any compensation for this and can terminate this agreement at any time with 30 days notice.

The above is agreed to by:

Boatworks II, LLC


Rick Born

Date:

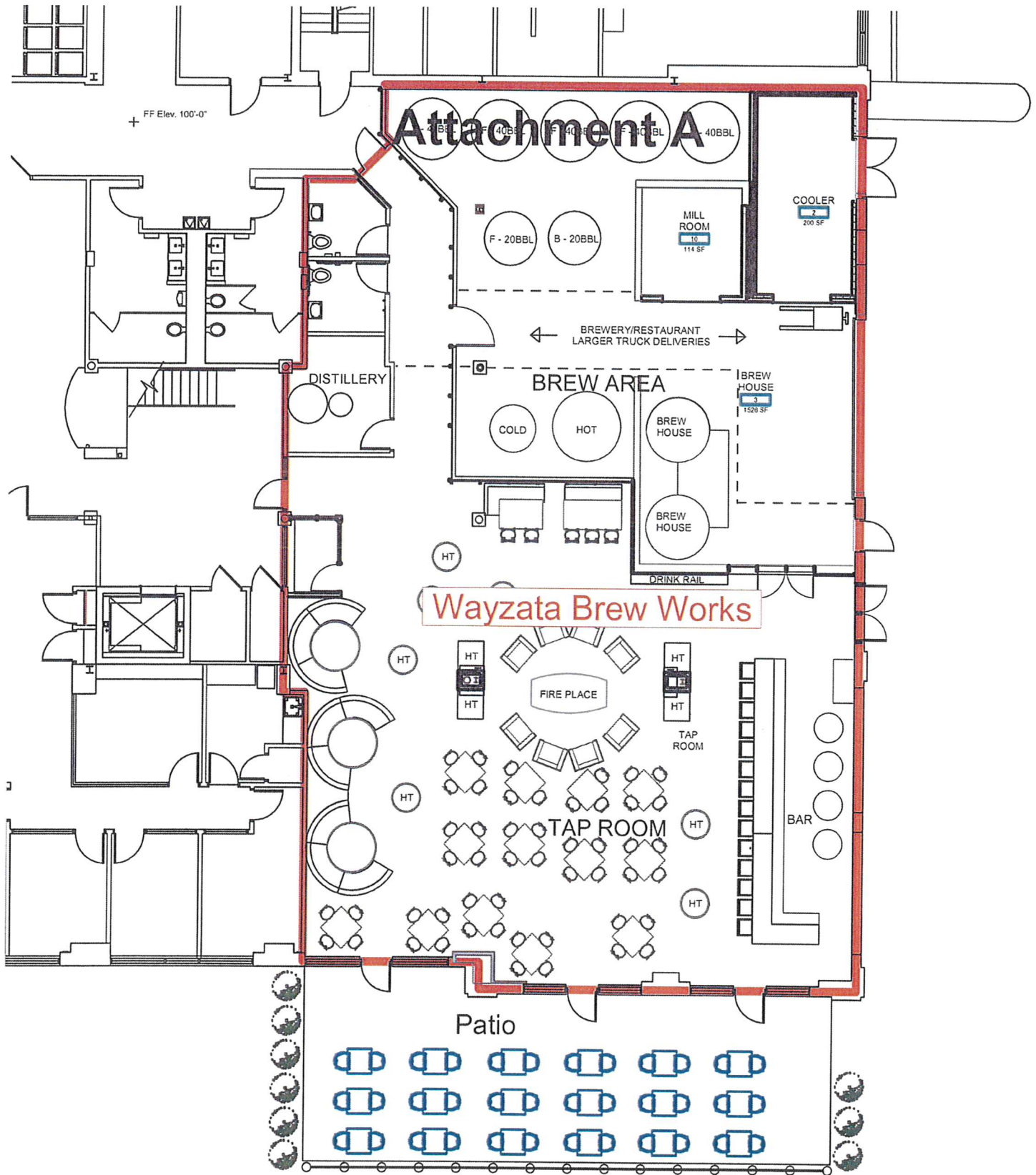
7/21/2014

TCF National Bank


Earl Stratton

Date:

7/30/14



Wayzata Brew Works

11/24/14

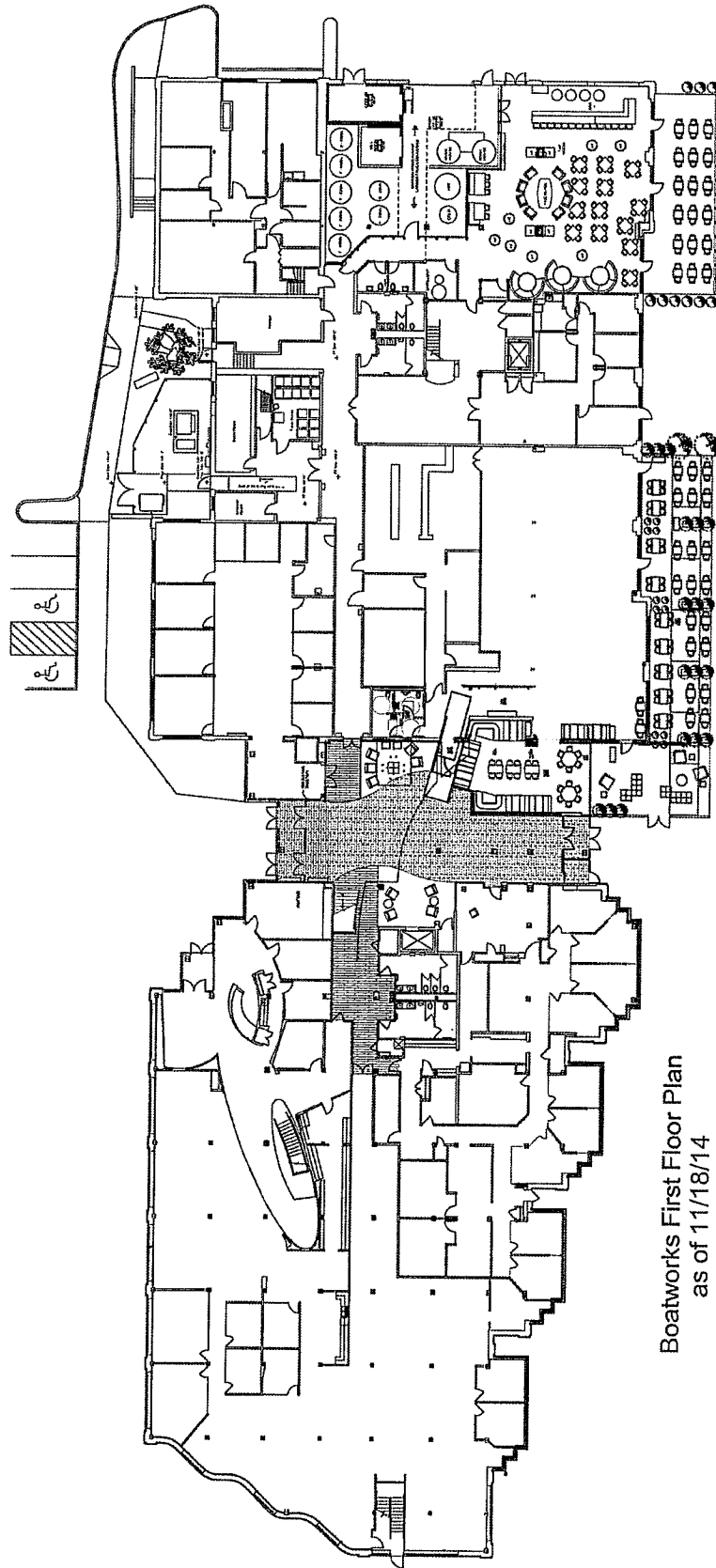
The architectural floor plan illustrates the layout of the Wayzata Brew Works building. The plan is divided into several functional zones:

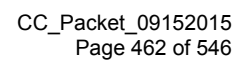
- Left Wing:** Contains a **Patisserie** at the bottom left, followed by a **Break Room**, **Storage**, and **Restrooms**. A **Service Area** is located near the top left, adjacent to a **Garage** and a **Driveway**.
- Central Wing:** Features a **Brew Area** with multiple **Beer Lines** and a **Tap Room** with a **Bar** and **Seating**. A **Distillery** is located between the Brew Area and the Patisserie.
- Right Wing:** Includes a **Patio** area with **Tables** and **Seating**, and a **Parking** area with **Cars**.
- Top Wing:** Contains a **Garage** and a **Driveway**.

The plan also shows various **Rooms**, **Stairs**, and **Exits** throughout the building. A **Wayzata Brew Works** logo is prominently displayed in the center of the plan.

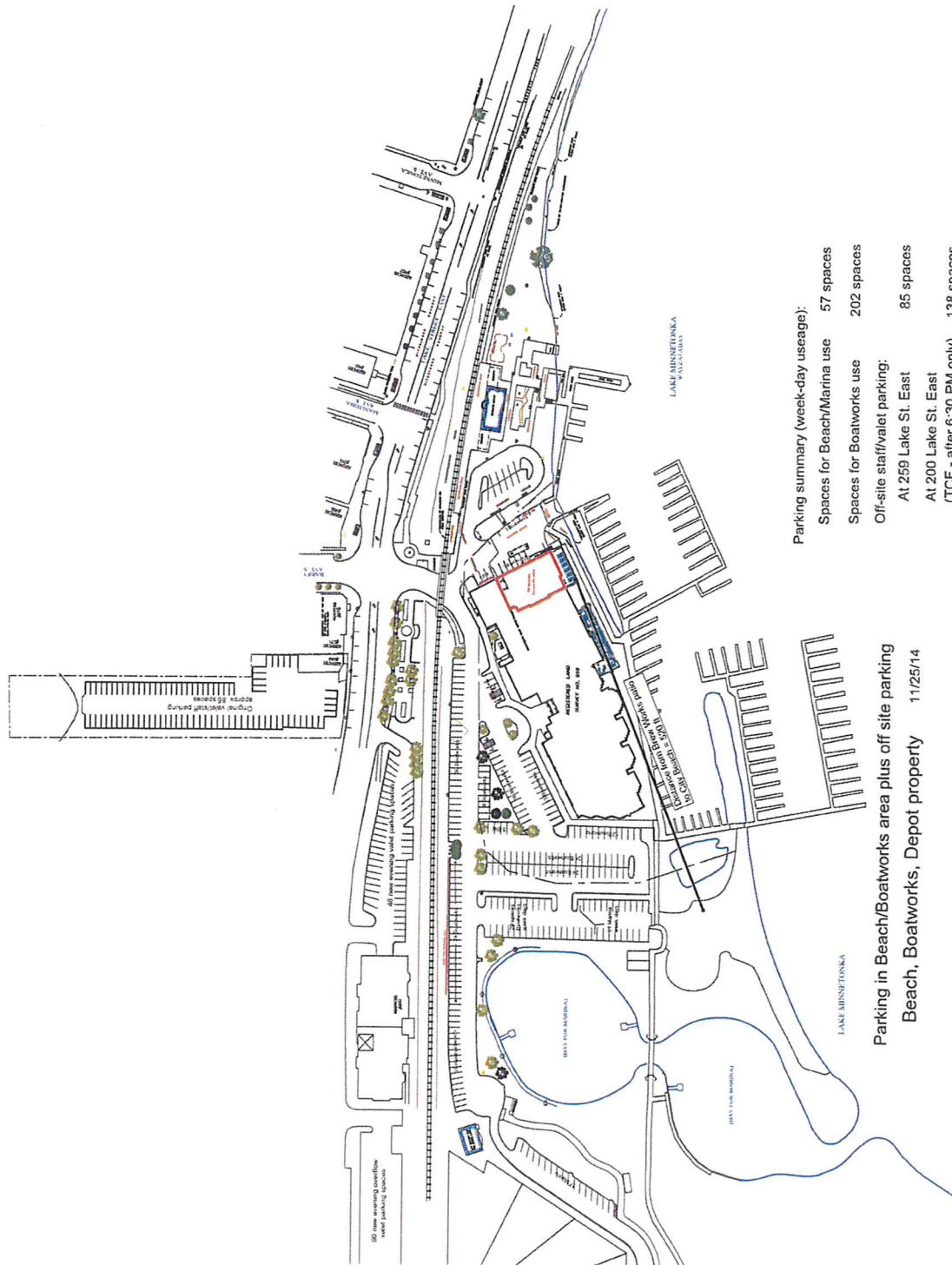
11/24/14

Attachment A





Attachment A



Parking summary (week-day usage):

Spaces for Beach/Marina use	57 spaces
Spaces for Boatworks use	202 spaces
Off-site staff/valet parking:	
At 259 Lake St. East	85 spaces
At 200 Lake St. East	138 spaces
(TCF - after 6:30 PM only)	
Total spaces available	482 spaces

Parking in Beach/Boatworks area plus off site parking
Beach, Boatworks, Depot property 11/25/14

Exhibit E
Property Legal Description

DRAFT

EXHIBIT A-1
LEGAL DESCRIPTION OF PROPERTY

File No.: 10992

File Name: Minnetonka Boatworks

LEGAL DESCRIPTION

Parcel 1

Tract C, Registered Land Survey No. 959, according to the plat thereof on file and of record in the office of the Registrar of Titles, in and for Hennepin County, Minnesota.

Torrens Property

Torrens Certificate No. 836148

All that part of Lot 26, Auditor's Subdivision No. 184, described as follows:
Beginning at the most Southerly corner of Tract D, Registered Land Survey No. 959, files of the Registrar of Titles, Hennepin County, Minnesota; thence South along the East line of said Lot 26 to the Southeast corner thereof; thence West along the South line thereof 17 feet; thence Northeasterly to the point of beginning.

Abstract Property

All that part of Grove Street vacated lying Easterly of a line drawn from the Southeast corner of Tract A, Registered Land Survey No. 959, files of Registrar of Titles, Hennepin County, Minnesota, to the most Northerly corner of Tract B, said Registered Land Survey No. 959, and there ending, according to the recorded plat thereof.

Abstract Property

Parcel 2

All that part of the tract of land hereinafter described lying East of the Northerly extended East line of lot 17, Auditor's Subdivision 184, and West of the Northerly extended West line of Lot 11, Auditor's Subdivision 184, said tract of land begin described as follows, to wit;

Commencing at the Northeast corner of Lot 11, Auditor's Subdivision 184, Hennepin County, Minnesota; thence West along the North line of Lot 11 and an extension thereof a distance of 315.85 feet; thence South a distance of 142.6 feet to the Northeast corner of Lot 18; thence West along the North line of Lot 18 a distance of 50 feet to the Northwest corner of said Lot 18; thence

South along the West line of Lot 18 a distance of 2.6 feet; thence West parallel with the South line of Lot 19 a distance of 7 feet; thence North parallel with the West line of Lot 10 to the point of intersection with the Easterly extended South line of Lot 4, Auditor's Subdivision 184; thence East along the Easterly extension of said South line of Lot 4, Auditor's Subdivision 184 to the point of intersection of said South line of Lot 4, as so extended, with the Westerly line of the Watertown Road; thence Southerly and Southwesterly along the West line of the Watertown Road to the point of beginning.

Abstract Property

That part of Lot 10, Auditor's Subdivision Number 184, Hennepin County, Minnesota, described as follows, to wit: Beginning at a point on the South line of said Lot 10 which is the Northwest corner of Lot 16 of said subdivision; thence Easterly along said South line a distance of 90 feet to a point which is the Southwest corner of Lot 12 of said subdivision; thence North along the West line of Lots 12 and 11 of said subdivision a distance of 142.6 feet to the Northwest corner of Lot 11; thence West along an extension of the North line of said Lot 11, a distance of 90 feet; thence South to the point of beginning, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

Torrens Certificate No. 836149

Lot 12, Auditor's Subdivision Number 184, Hennepin County, Minnesota, except the North 55 feet thereof.

Abstract Property

Lot 15, except the East 27 feet front and rear thereof, of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said Lot 15 and the center line of said street and between extensions across it of the side lines of said part of Lot 15.

Lot 16 of Auditor's Subdivision Number 184, Hennepin County, Minnesota, also that part of Lake Street, vacated, lying between the front line of said lot and the center line of said street and between extensions across said strip of land of the side lines of said Lot 16, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Torrens Property

Torrens Certificate No. 836149

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

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT ("Agreement") is made as of the ____ day of 2015 ("Effective Date"), by and between the City of Wayzata, a Minnesota municipal corporation ("City"), and Clock Tower Venture, LLC, a Minnesota limited liability company ("Owner").

RECITALS:

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

WHEREAS, the City and the Owner entered into an Agreement and Amendment to Development Agreement and Conditional Use Permit ("First Amendment") in 2014, attached hereto as Exhibit B, to install a new eighteen (18) seat covered outdoor bar, which was not installed by the tenant, CoV Restaurant (the "Tenant").

WHEREAS, subsequent to the City's approval of the First Amendment, the Owner and Tenant submitted a new application to expand the existing private dining space at CoV Restaurant by installing a sixteen (16) by seventeen (17) foot (272 square feet) glass enclosed dining space at the rear of the building (the "Proposed Expansion").

WHEREAS, the Owner and the Tenant have obtained approval from the City via City of Wayzata Resolution No. 10-2015, attached hereto as Exhibit D (the "Resolution"), for the Proposed Expansion;

WHEREAS, the Resolution requires that the Owner, as a condition of the approval, to amend the Original Development Agreement and First Amendment, in a form acceptable to the City Attorney, to incorporate the approvals and conditions granted in the approval resolution, including, but not limited to the future financial obligation for seven (7) parking spaces, and a renewed acknowledgment by the Applicant in that agreement that the owner of the Property may be required to participate in resolving potential parking shortages;

WHEREAS, in accordance with the foregoing, and the requirements of the Resolution, the parties desire to amend the Original Development Agreement and Conditional Use Permit;

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

1. All of the standards, terms and conditions of approval in the Resolution, attached hereto as Exhibit D, are hereby made a part of the Development Agreement, as if set forth fully therein, and the Owner agrees to comply with them all, and enforce them on the Tenant and any future operators of a restaurant on the Property.

2. Apart from the provisions of this Agreement, the Development Agreement, as previously amended, shall remain in full force and effect.

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

CITY:

City of Wayzata,
A Minnesota municipal corporation

By: _____
Kenneth Willcox, Mayor

By: _____
Heidi Nelson,
City Manager

OWNER:

Clock Tower Venture, LLC,
a Minnesota limited liability company

By: _____
Jurgen Stielow, Its Chief Manager

STATE OF MINNESOTA

COUNTY OF HENNEPIN

} ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Kenneth Willcox, the Mayor of the City of Wayzata, and Heidi Nelson, the City Manager of City of Wayzata., a Minnesota municipal corporation, on behalf of the municipal corporation.

Becky Malone-Notary Public

STATE OF MINNESOTA

COUNTY OF HENNEPIN

} ss.

The foregoing instrument was acknowledged before me this_____ day of_____, 2015, by Jurgen Stielow, the Chief Manager of Clock Tower Venture, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

Drafted by:

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

DRAFT

Exhibit A
Original Development Agreement and Conditional Use Permit

DRAFT

DEVELOPMENT AGREEMENT AND
CONDITIONAL USE PERMIT

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

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

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

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

2. Property.

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

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

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

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

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

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

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

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

*Fee Simple
absolute title
and
Q&A*

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

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

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

- H. Related Property Matters.

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

2. The City shall obtain access easements as specified by the City and illustrated in Exhibit "B" between the Schmidt and Olson Buildings and between the Koenig, Robin and Lindquist, Vennum Buildings by ~~June 1, 1988.~~ *Dec 1, 1988: mo 32N*

3. City and Developer shall agree that if either of them acquires the "railroad property" from Burlington Northern Railway or any other owner, which property lies Southerly of Developer's property described in paragraph 2A herein, and between the extension Southerly to the shore of Lake Minnetonka, of the Easterly and Westerly boundaries thereof, no structure, obstruction, tree or other vegetation will be erected or allowed to exist upon said property, which would obstruct the view of Lake Minnetonka from Developer's property.

- I. Replat of Existing Property. The Developer shall be responsible for a replat of existing and new land parcels which comprise the future building site, parking lot and driveway. Said plat is to be subject to City approval and shall be completed by December 31, 1988.

- J. Property Signing. The Developer agrees that signing on the building shall be in compliance with limits established by City ordinances. Said signing shall include the proposed clock(s) if constructed.

4. Future Special Assessments. Any future special assessments levied to fund the acquisition, construction and/or maintenance of one or more at-grade or ramp parking facilities which would be available for the use of employees, invitees and tenants of Developer, will be levied pursuant to Minnesota Statute Section 429.001 through 429.091, and as follows:

- A. Definition of "Benefit", Such statutes provide that special assessments may be levied against a property only to the extent that such property "benefits" from improvements funded by special assessments, and the amount of such "benefit" equals the increase of the fair market value of the property resulting from the creation of such improvements. Acknowledging that it may be difficult to quantify or measure the increase in fair market value resulting from the provisions of public parking facilities in the vicinity of the project, the City and Developer agree that the

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

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

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

D. Area Parking Shortage. Developer's proportionate share of the assessment for such parking facility shall in no event exceed the cost of acquiring, constructing and maintaining that number of spaces (subject to the \$7,500.00 per space limit at paragraph 4A above) which Developer has failed to provide according to paragraph 3C above, in proportion to the then existing assessment area shortage of required parking spaces for all properties in the assessment areas. In determining Developer's proportionate share of any such new parking facility costs, Developer's percentage of the area shortage shall be multiplied times the total cost of the parking facility to determine the dollar amount payable to Developer, subject to the aforesaid \$7,500.00 limit and the other terms of this Agreement.

E. Obligation to Specially Assess. In order to assess Developer under this Agreement for any new parking facility costs, the City must specially assess the cost of the parking facility to all properties in the area defined in paragraph 4C above.

F. Maintenance Costs. Costs of maintaining any such parking facility may be assessed separately from the costs of acquisition and construction of same and shall not be subject to the \$7,500.00 per space limit provided at paragraph 3A above. Developer agrees that the project shall pay its proportionate share of maintenance costs.

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

DEVELOPMENT AGREEMENT AND
CONDITIONAL USE PERMIT

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

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

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

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

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

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

- A. Building Development. The building and immediate site plans attached as Exhibit "C" and are herein incorporated into this Agreement and the project shall be constructed in accordance therewith. Construction shall be completed prior to December 31, 1988.
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*Fee Simple
absolute title*

*and
Q&A*

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

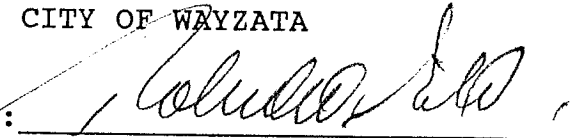
6. Duration of Consent to Assessment. If no special assessments have been levied by December 31, 1998, pursuant hereto, Developer's consent to and obligation for special assessments described herein shall terminate. Thereafter, the City may only assess Developer of this project pursuant to the terms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

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

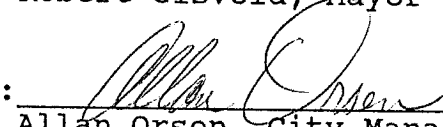
8. Miscellaneous Terms and Conditions. Each party has carefully reviewed the terms and conditions of this Agreement and each agree that such terms and conditions are reasonable. In the event that any one or more terms of this Agreement shall be held to be void or unenforceable by any Court of competent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

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

CITY OF WAYZATA

By: 

Robert Gisvold, Mayor

By: 

Allan Orsen, City Manager

DEVELOPER:

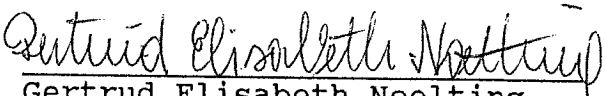

Gertrud Elisabeth Noelting

Exhibit B
2014 Agreement and Amendment to Development Agreement and Conditional Use Permit
("First Amendment")

DRAFT

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

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

RECITALS:

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

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

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

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

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

A. Amendments to the Original Development Agreement and Conditional Use Permit:

1. Amendment No. 1. All references to "Developer" in the Original

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

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

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

B. Additional Agreements Related to Approval Resolution:

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

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

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

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

C. Other:

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

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

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

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

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

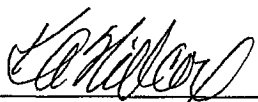
5. Interpretation of Agreement. Wherever there exists a conflict between this Agreement and the Original Development Agreement, the provisions of this Agreement shall control. Nothing in this Agreement shall supersede anything in the Resolution. Unless otherwise indicated, capitalized terms shall be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

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

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

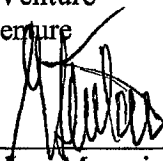
CITY:

City of Wayzata,
A Minnesota municipal corporation

By: 
Kenneth Willcox, Mayor

OWNER:

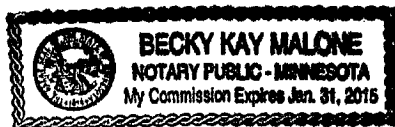
Clock Tower Venture
a Texas joint venture

By: 
Jurgen Stielow, Managing Venturer

By: 
Heidi Nelson,
City Manager

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

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

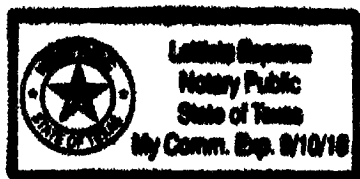




Becky Malone-Notary Public

STATE OF TEXAS }
COUNTY OF TRAVIS } ss.

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




Notary Public
State of Texas

Drafted by:

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

Exhibit A
Original Development Agreement and Conditional Use Permit

DEVELOPMENT AGREEMENT AND
CONDITIONAL USE PERMIT

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

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

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

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

2. Property.

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

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

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

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

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

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

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

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

*Fee Simple
absolute title*

*W.D.
J.E.N.*

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

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

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

- H. Related Property Matters.

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

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

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

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

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

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

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

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

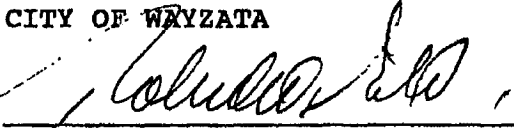
6. Duration of Consent to Assessment. If no special assessments have been levied by December 31, 1998, pursuant hereto, Developer's consent to and obligation for special assessments described herein shall terminate. Thereafter, the City may only assess Developer of this project pursuant to the terms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

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

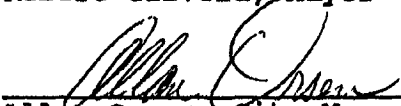
8. Miscellaneous Terms and Conditions. Each party has carefully reviewed the terms and conditions of this Agreement and each agree that such terms and conditions are reasonable. In the event that any one or more terms of this Agreement shall be held to be void or unenforceable by any Court of competent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

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

CITY OF WAYZATA

By: 

Robert Gisvold, Mayor

By: 

Allan Orsen, City Manager

DEVELOPER:


Gertrud Elisabeth Noelting

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

473-4141

February 29, 1988

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

1. City Parcel

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

2. Noelting Parcel

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

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

473-4141

-2-

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

J.J. HILL PARKING LOT ANALYSIS

REVISED DESIGN PREPARED BY NORTHWEST ASSOCIATED CONSULTANTS
BY FEBRUARY 1988

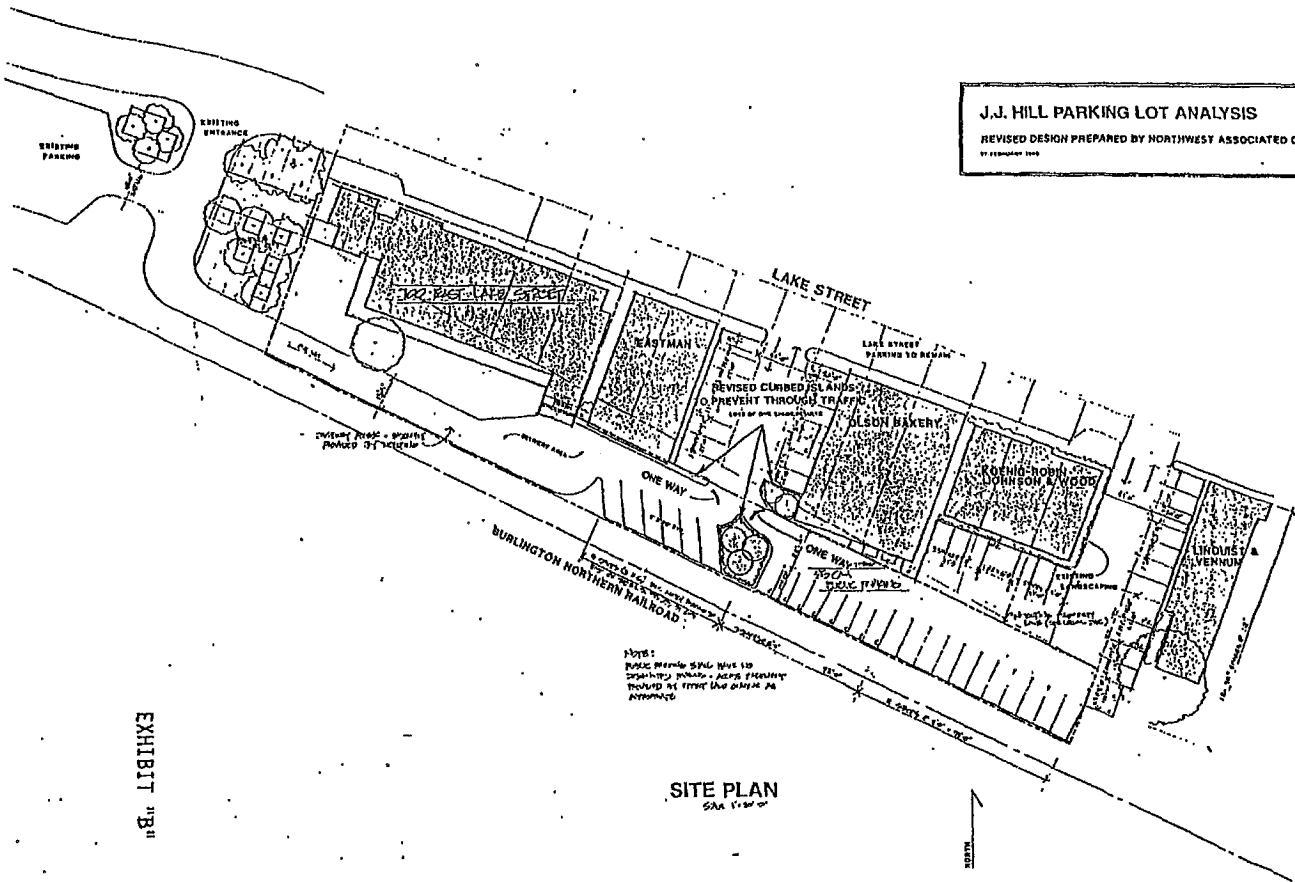
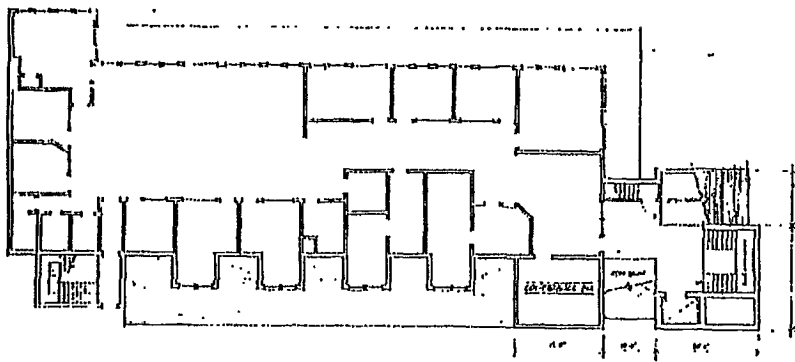
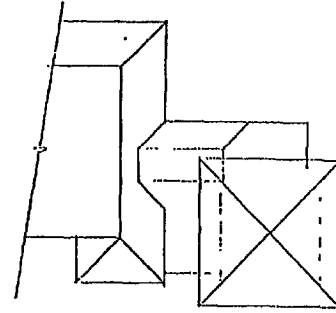


EXHIBIT "B"

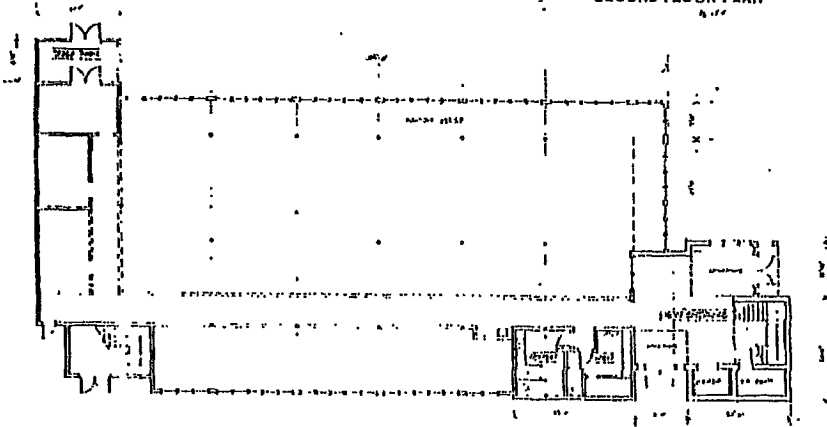
88-08
REMODELING/ADDITION
700 EAST LAKE ST.
WAYZATA, MINNES
NO. 1,115



SECOND FLOOR PLAN
1/2" = 1'-0"



ROOF PLAN
1/2" = 1'-0"



FIRST FLOOR PLAN
1/2" = 1'-0"

EXHIBIT "C-1"

162 5/10/17
88-06
REMODELING/ADDITION FOR
700 EAST LAKE STREET
WAYZATA, MINNESOTA
POLSKA SCHWARTZ ARCHITECTS
REGISTERED ARCHITECTS AND PLANNERS

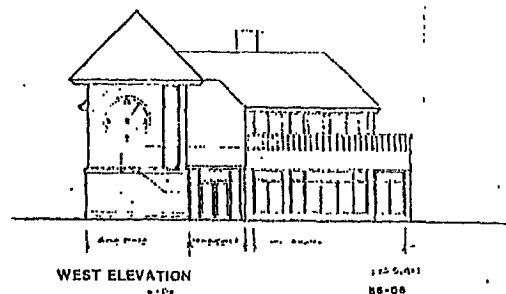
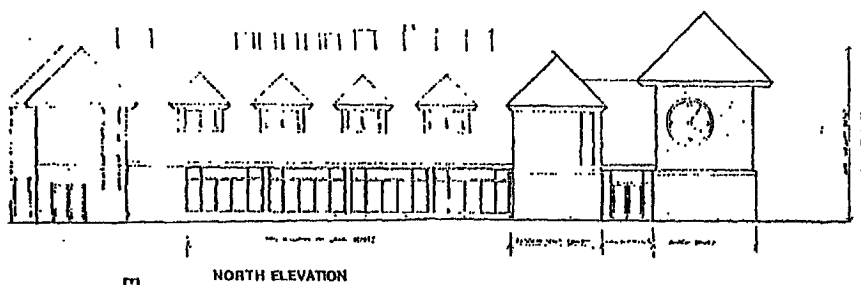
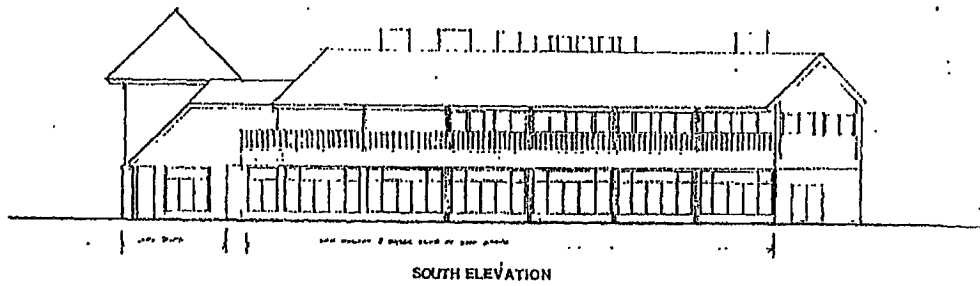
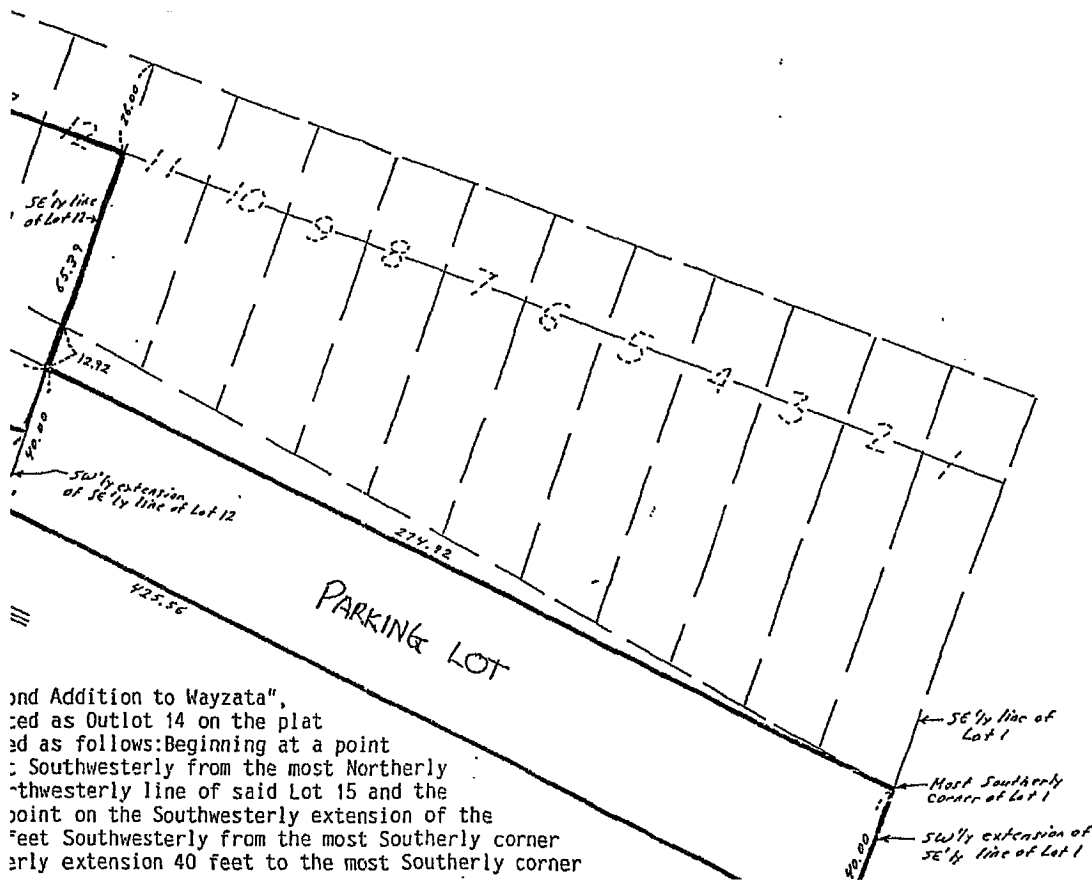


EXHIBIT "C-2"

1000 S. 4th St.
 85-08
 REMODELING/ADDITION FOR
 700 EAST LAKE STREET
 WAYZATA, MINNESOTA

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



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

Exhibit B
Property Legal Description

Lot 001, Block 001, The Clocktower Addition

Exhibit C
Modified Site Plan for Cru Restaurant

RESOLUTION NO. 10-2014

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

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

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

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

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

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

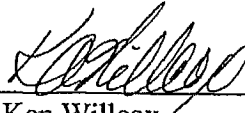
WHEREAS, in accordance with the foregoing, and the requirements of the Resolution, the parties desire to amend the Original Development Agreement and Conditional Use Permit in accordance with the Resolution, and to modify the conditions of approval in the Resolution that are no longer applicable because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

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

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

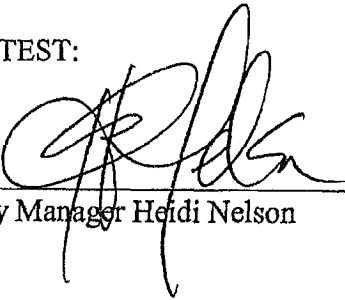
BE IT FURTHER RESOLVED, that the Mayor and City Manager are authorized and directed to execute the Agreement on behalf of the City.

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



Mayor Ken Willcox

ATTEST:



City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption: Mullin

Seconded by: Amdal

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

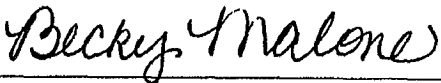
Voted against: None

Abstained: None

Absent: None

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April 15th, 2014.



Becky Malone, Deputy City Clerk
SEAL

Attachment A

Agreement and Amendment to Development Agreement and Conditional Use Permit

THE JOHNSON FIRM

COUNSELORS AT LAW

P.O. Box 427
Cedar Park, Texas 78630-0427
(512) 328-7764
(202) 595-0017 Fax
Email: ossip@ossiopian.com
URL: www.ossiopian.com

By: United Parcel Service

30 April 2014

David Schelzel, Esq.
Best & Flanagan LLP
225 South Sixth Street, Ste. 400
Minneapolis, MN 55402

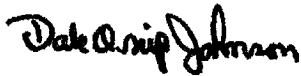
Re: Agreement and Amendment to Development Agreement and Conditional Use Permit
Date: 15 April 2014
Property: 700 Lake Street East, Wayzata, MN 55391
Owner: Clock Tower Venture, a Texas Joint Venture

Dear Mr. Schelzel:

Pursuant to instructions of Ms. Becky Malone of the City of Wayzata, transmitted herewith is a duly executed original document of three original documents as referenced above. One original has been sent to the City of Wayzata to the attention of Ms. Malone. My client, Clock Tower Venture has retained the third original document for its records.

In the event that you have any questions or other matters about which you wish to discuss, you may contact me at your convenience. Otherwise it appears that with the delivery of the enclosure this transaction has been concluded.

Very truly yours,



Dale Ossip Johnson

DOJ/eac
cc. City of Wayzata
Jurgen Stielow
encl.

ON BOARD THE OSSIPIAN
401 East Whitestone Blvd.
Cedar Park, Texas 78613

Exhibit C
Property Legal Description

Lot 001, Block 001, The Clocktower Addition

DRAFT

Exhibit D
Resolution 10-2015

DRAFT

RESOLUTION NO. 10-2015

RESOLUTION APPROVING CUP AMENDMENT AND TEMPORARY ENCROACHMENT PERMIT AT 700 LAKE STREET

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

Section 1. BACKGROUND

1.1. Development Application. Clock Tower Venture, LLC and CoV Restaurant (collectively, the "Applicant") at 700 Lake St E. (the "Property") have submitted an application (the "Application") to expand the existing private dining space at CoV Restaurant by adding a sixteen (16) by seventeen (17) foot (272 square feet) glass enclosed dining space at the rear of the building (the "Proposed Expansion"). The Proposed Expansion requires an amendment to an existing 1988 Conditional Use Permit (CUP) and development agreement to increase the number of permitted restaurant seats and approve the additional parking burden (the "CUP Amendment"). The original CUP and Development Agreement was approved on March 1, 1988 and amended in 2014 when the CoV Restaurant opened. In addition, the Application also requests a temporary encroachment permit to utilize a portion of City Right of Way (ROW) adjacent to the Property to locate two enclosed storage bins for materials related to the restaurant operation (the "ROW Encroachment").

1.2. Legal Description. The address, property identification number and owner of the property included in the Application is:

700 Lake Street East	06-117-22-42-0038	Clock Tower Venture
----------------------	-------------------	---------------------

1.3. Land Use. The Property is located within the C-4B Central Business District, as defined in Section 801.79 of the Wayzata Zoning Ordinance. The Property is guided for Central Business District in the Wayzata Comprehensive Plan. The current restaurant use and associated parking is governed by an 1988 Development Agreement and Conditional Use Permit, amended most recently in 2014.

1.4. Notice. Notice of a public hearing on the Application was published in the *Lakeshore Weekly* on January 13, 2015. A copy of the notice was also mailed to all property owners located within 350 feet of the Property on January 15, 2015.

1.5. Planning Commission Action. The Planning Commission reviewed the Application and held a public hearing at their January 26, 2015 meeting. The Planning Commission voted seven (7) in favor and zero (0) opposed to recommend approval to the City Council with conditions.

1.6. Parking.

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

The proposed building expansion of 272 SF would create the following additional parking requirement under the City's Zoning Ordinance:

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

Section 2. STANDARDS

2.1 Parking CUP in C-4, C-4A, and C-4B Districts– City Code Section 801.20.17

- A. 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 requests for substantial changes in conditions or expansions of use, and as otherwise described in the Zoning Ordinance. Section 801.04.05.
- B. 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:
 1. 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 Section 801.20 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.

2. 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.
3. 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.
4. The provisions of Section 801.04.2.F of this Ordinance are considered and satisfactorily met. Section 801.04.2.F directs the Planning Commission and City Council to consider possible adverse effects of the proposed conditional use. 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 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.

2.2 Temporary Encroachments – Section 315.05.

- A. Permit Required. No person shall construct or alter any building, sign, awning, marquee, landscape planter or similar structure so as to place it on or over City property without first obtaining a permit therefor from the City.
- B. Standards. All applications for temporary encroachments shall be referred to the City Council for approval or disapproval. The following standards

and limitations shall govern the consideration and continued validity of all such permits:

- A. No permit for a temporary encroachment shall be approved if the encroachment will substantially impair the public's use of City property.
- B. The applicant for a permit for a temporary encroachment shall have the burden of establishing that the encroachment is necessary in accordance with the criteria of Section 315.07, which are listed below:
 - 1. There are exceptional or extraordinary circumstances or conditions apply to the encroachment in question, which circumstances or conditions do not apply generally to other structures or property within the City.
 - 2. Under the circumstances of the particular situation, the encroachment will not adversely affect the health, safety or general welfare of residents of the surrounding area or of the community as a whole.
- C. Written Agreement Required. If the City Council approves a permit for an encroachment, a written agreement shall be entered into between the City and the property owner setting forth the conditions of approval and the maintenance of said encroachment. Each such agreement shall include, but not be limited to, a clause holding the City harmless from liability for injuries directly or indirectly resulting from said encroachment.
- D. Right of Revocation. Any permit granted by the City permitting a temporary encroachment shall be revocable by the City at any time upon sixty (60) days written notice to the licensee.

Section 3. FINDINGS

The City Council of the City of Wayzata hereby confirms and memorializes that the CUP Amendment and ROW Encroachment depicted in the Application meets the applicable requirements of Wayzata's Zoning Ordinance and City Code Chapter 315, based upon the following findings of fact made on the record (as well as all Application materials, staff reports, public comment presented at the hearing, and the Recommendation of the Planning Commission):

3.1 CUP Amendment:

- A. Given the existing location and layout of the Property, the conditions of Section 801.20.17 are met. As a condition of approval, the Applicant must enter into a development agreement running with the land in which it is agreed that the property 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 Section 801.20 for a defined service and benefit area.

- B. The CUP Amendment request does not contravene the provisions of the Comprehensive Plan. The Property remains guided for Central Business District use, which is not affected by the CUP Amendment request.
- C. The Proposed Expansion is compatible with the present restaurant and probably future uses of the area.
- D. The Proposed Expansion would not conform with the parking performance standards that are required for the expansion of dining space, and additional parking cannot be added on-site. As a condition of approval, the Applicant shall be responsible for a financial assessment for the proposed parking shortage of seven (7) parking stalls created by the Proposed Expansion.
- E. The Proposed Expansion is not anticipated to have a negative effect on the area in which it is proposed in that any increased parking would be handled using existing parking strategies, such as valet services, and/or future City-wide parking solutions.
- F. It is not anticipated that the Proposed Expansion would have a negative effect on property values in the adjacent area.
- G. The Proposed Expansion is unlikely to generate enough traffic to exceed the capabilities of streets serving the property.
- H. As noted above, the Proposed Expansion would create a parking shortage of seven (7) parking spaces. As a condition of approval, the Applicant shall be responsible for a financial assessment for the proposed parking shortage of seven (7) parking stalls created by the Proposed Expansion.

3.2 City ROW Encroachment.

- A. The ROW Encroachment of the proposed secondary storage bin may substantially impair a portion of the ROW used by the public in connection with the adjacent property.
- B. The Applicant has established that there are exceptional circumstances that apply only to one of the requested storage bins comprising the ROW Encroachment, in that the Health Department requires that the wood for

the restaurant's grill be stored on the outside of the building. The addition of a proposed secondary storage bin in the ROW in the rear of the adjacent building would negatively impact that adjacent property and the City's ability to utilize its ROW.

- C. As the ROW Encroachment is located in the rear of existing buildings on City ROW, and screened in enclosed containers, it would not impact the health, safety or general welfare of residents of the surrounding area or of the community as a whole.

Section 4. CITY COUNCIL ACTION

- 4.1 Based on the Findings of this Resolution, the request for approval of the CUP Amendment as set forth in the Application (Attachment A), is hereby **APPROVED** subject to all of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):

- A. The 1988 Development Agreement and Conditional Use Permit and subsequent 2014 Amendment shall be amended, in a form acceptable to the City Attorney, by the Applicant and the City to incorporate the approvals and conditions granted herein, including, but not limited to the future financial obligation for the existing parking spaces and the seven (7) parking spaces approved hereby, and a renewed acknowledgement by the Applicant in that agreement that the owner of the Property may be required to participate in resolving potential parking shortages.
- B. The Applicant shall apply for and receive approval of the appropriate building permits from the City Building Official for the Proposed Expansion.

- 4.2 Based on the Findings of this Resolution, the request for approval of a temporary encroachment permit pursuant to City Code Ch. 315 for one (1) storage bin containing wood on the ROW as set forth in the Application (Attachment A), is hereby **APPROVED** subject to all of the following conditions (failure to comply with any one of these conditions shall result in the revocation of this approval):

- A. The Applicant must comply with all provisions of City Code Section 315.05, including entering into a written agreement, in a form acceptable to the City Attorney, setting forth the conditions of approval and the maintenance of said encroachment.
- B. The Applicant must comply with any future policy and fees established by the City Council for use of City Right-of-Way.
- C. The Applicant must maintain the rear portion of the existing building, keeping it free of debris, and provide appropriate landscaping of the area.

D. The Applicant must place and maintain a container for used cigarettes and other debris adjacent to the enclosed storage containers on City ROW.

4.3 Based on the Findings of this Resolution, the request for approval of a temporary encroachment permit pursuant to City Code Ch. 315 for a second storage enclosure on the ROW, adjacent to the immediate south of 712 Lake Street, as set forth in the Application (Attachment A), is hereby **DENIED**. The Applicant is instead directed to work with City Staff on identifying an alternative location for the storage enclosure on the Applicant's Property.

Adopted by the Wayzata City Council this 3rd day of February, 2015.



Mayor Ken Willcox

ATTEST:


City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption: Mullin

Seconded by: Anderson

Voted in favor of: Anderson, McCarthy, Mullin, Tyacke, and Willcox

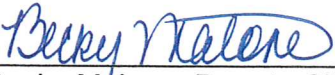
Voted against: None

Abstained: None

Absent: None

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on February 3, 2015.



Becky Malone, Deputy City Clerk
SEAL

Attachment A
Applicant Submittals



 10 South Eighth Street
 Minneapolis MN 55402

 1 612.339.2257
 1 612.349.2930
 sheadesign.com

 architect
 WEBER ARCHITECTS & PLANNERS

DESIGN PERSON GROUP

PREMIER KITCHEN EQUIPMENT

 project info
 CRU WATER GRILL
 WAYZATA, MN

 client
 DEAN VLAHOS

seat

 NOT FOR CONSTRUCTION
 REFERENCE ONLY

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

PRINTED NAME

SIGNATURE

DATE ISSUED

2/15/16

REG. NO.

no. date issued for

project no.

date

issued for

design

checked

AS

DS

sheet title

FURNITURE/ EQUIPMENT PLAN

A150

Continue on

FURNITURE/ EQUIPMENT PLAN NOTES

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

FURNITURE/ EQUIPMENT SCHEDULE

TYPE	FURNITURE/ EQUIPMENT DESCRIPTION	MANUF.	MODEL	NOTES	QTY.
100	DINING CHAIR - MAIN	-	-	-	-
101	DINING CHAIR - COUNTER	-	-	-	-
102	BAR STOOL - BAR	-	-	-	-
103	HIGH TOP SEATING	-	-	-	-
104	BAR STOOL - COFFEE BAR	-	-	-	-
105	BOOTH A	-	-	-	-
106	BOOTH B	-	-	-	-
107	BOOTH C	-	-	-	-
108	BANQUETTE A	-	-	-	-
109	BANQUETTE B	-	-	-	-
110	2-TOP TABLE - DINING	-	-	-	-
111	4-TOP TABLE SO - DINING	-	-	-	-
112	4-TOP TABLE - DINING	-	-	-	-
113	4-TOP RECOMMEND	-	-	-	-
114	2-TOP - BAR	-	-	-	-
115	ROUND TOP - BAR	-	-	-	-
116	BANQUETTE TOP A	-	-	-	-
117	BANQUETTE TOP B	-	-	-	-
118	PATIO LOUNGE CHAIR	-	-	-	-
119	PATIO SETTEE	-	-	-	-
120	SECTIONAL ARMLESS CHAIR	-	-	-	-
121	SECTIONAL CORNER	-	-	-	-
122	SECTIONAL LEFT/RIGHT END	-	-	-	-
123	OTTOMAN	-	-	-	-
124	CHAIR - LARGE TABLE	-	-	-	-
125	ROUND SEATING	-	-	-	-
126	PATIO DINING CHAIRS	-	-	-	-
127	PATIO BARSTOOLS	-	-	-	-
128	PATIO - STOOLS	-	-	-	-
129	PATIO 4-TOP DINING	-	-	-	-
130	PATIO 2-TOP DINING	-	-	-	-
131	ROUND HIGH TOP	-	-	-	-
132	COMMUNITY TABLE	-	-	-	-
133	COFFEE TABLE	-	-	-	-
134	PATIO 2-TOP HIGH TOP	-	-	-	-

NOTES

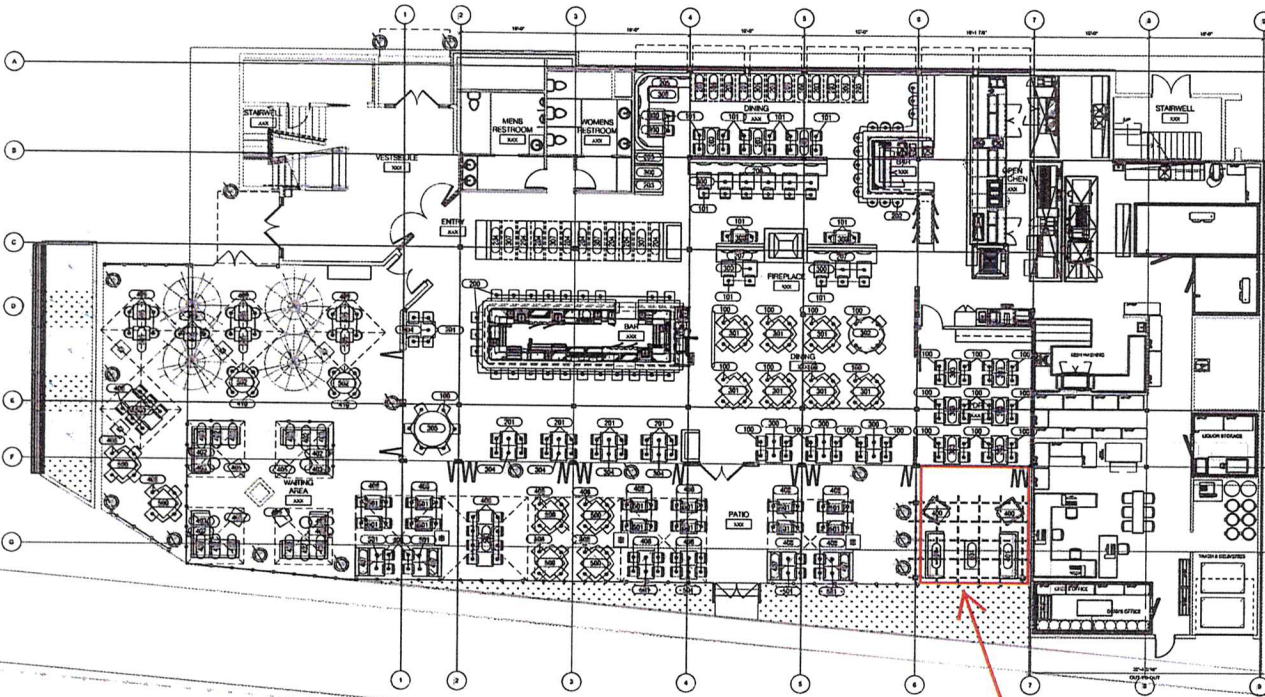
1. "1" DENOTES ITEMS TO BE COORDINATED BY GENERAL CONTRACTOR.
2. "2" DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY GENERAL CONTRACTOR.
3. "3" DENOTES ITEMS TO BE FURNISHED AND INSTALLED BY OWNER SHEA.
4. "4" DENOTES ITEMS TO BE FURNISHED BY OWNER INSTALLED BY GENERAL CONTRACTOR.
5. "5" DENOTES ITEMS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

RESTAURANT SEATING

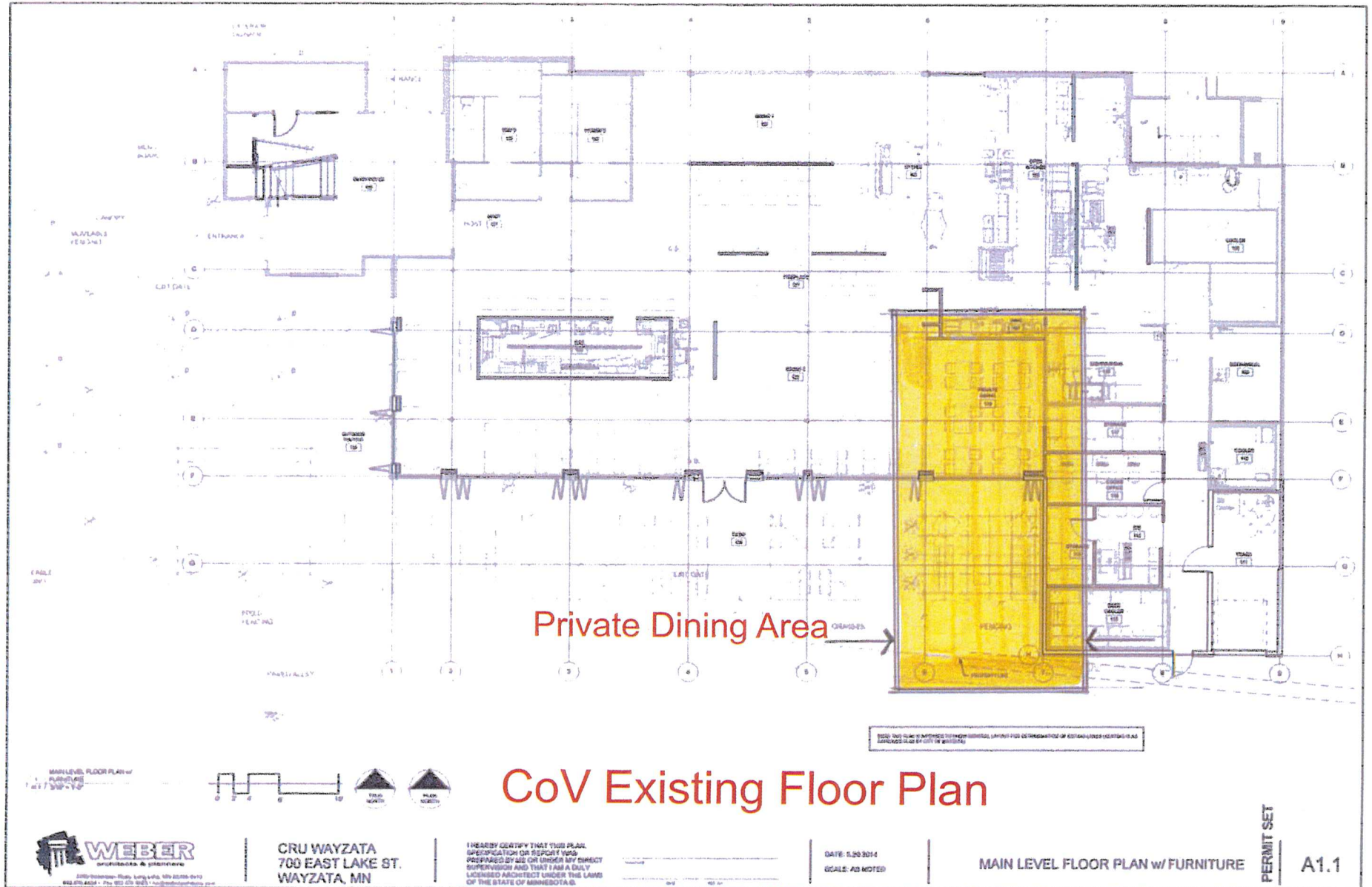
LOCATION	NO. OF SEATS
DINING	147
BAR DINING	25
BAR COUNTER	14
PRIVATE DINING	24
PATIO	108
TOTAL SEATS	318

FURNITURE/ EQUIP. PLAN KEY NOTES

①	XXXX
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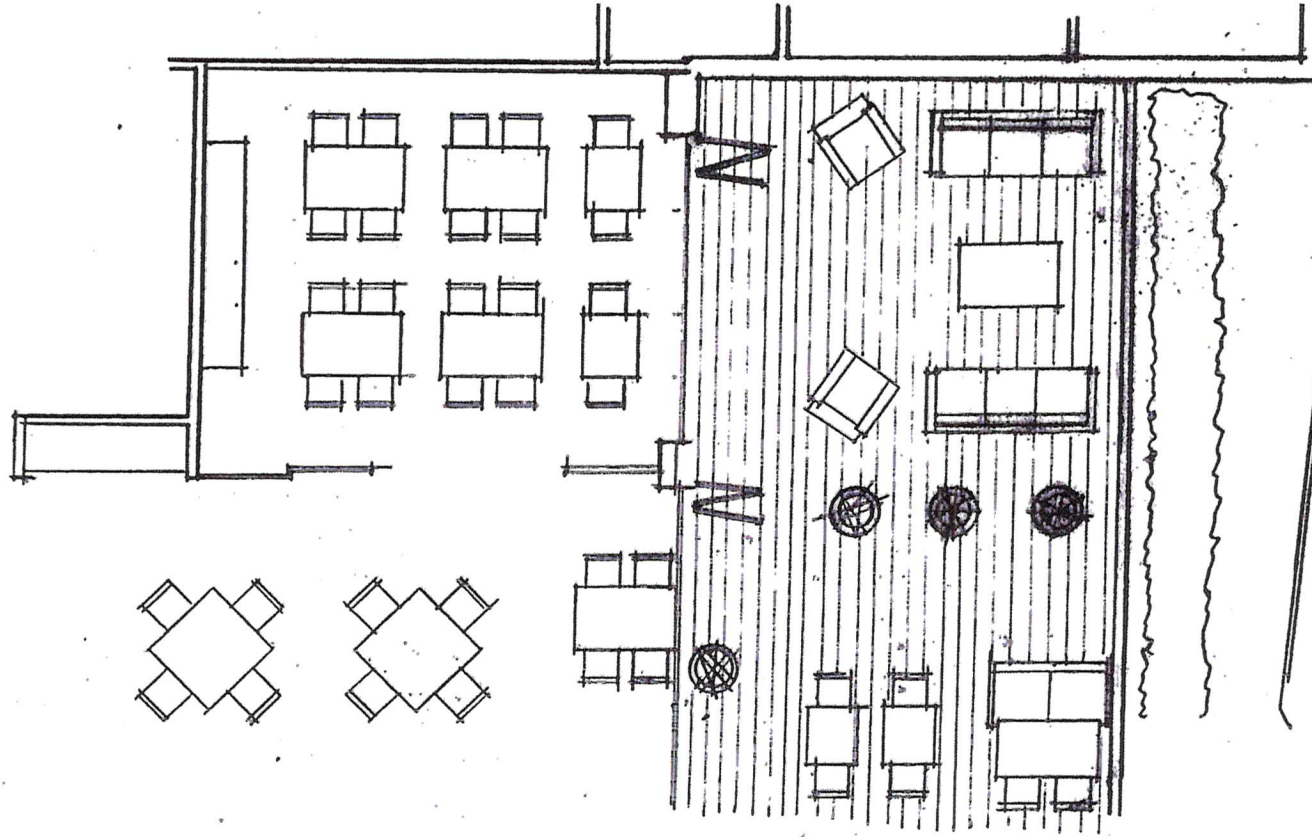

FURNITURE PLAN
 1/8" = 1'-0"


Attachment A



Attachment A

Existing dining area showing
doors to patio area,



Existing Dining Plan

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

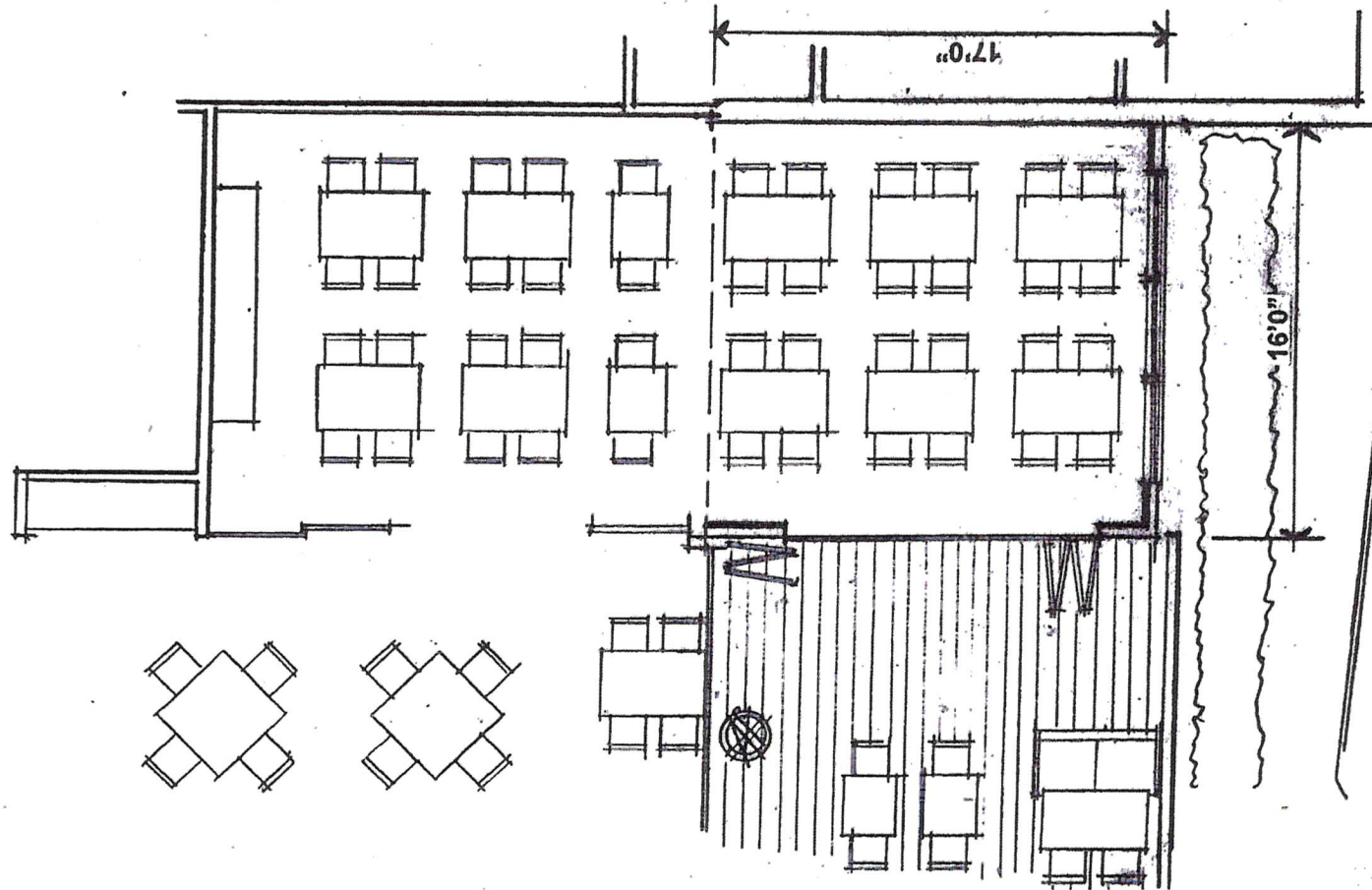
NEIL WEBER, AIA DATE _____ REGISTRATION #11335



2280 Watertown Road, Long Lake, MN 55355-9419
952.476.4434 • Fax 952.476.5853 • nw@weberarchitects.com

Attachment A

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



Private Dining Area w/ Addition

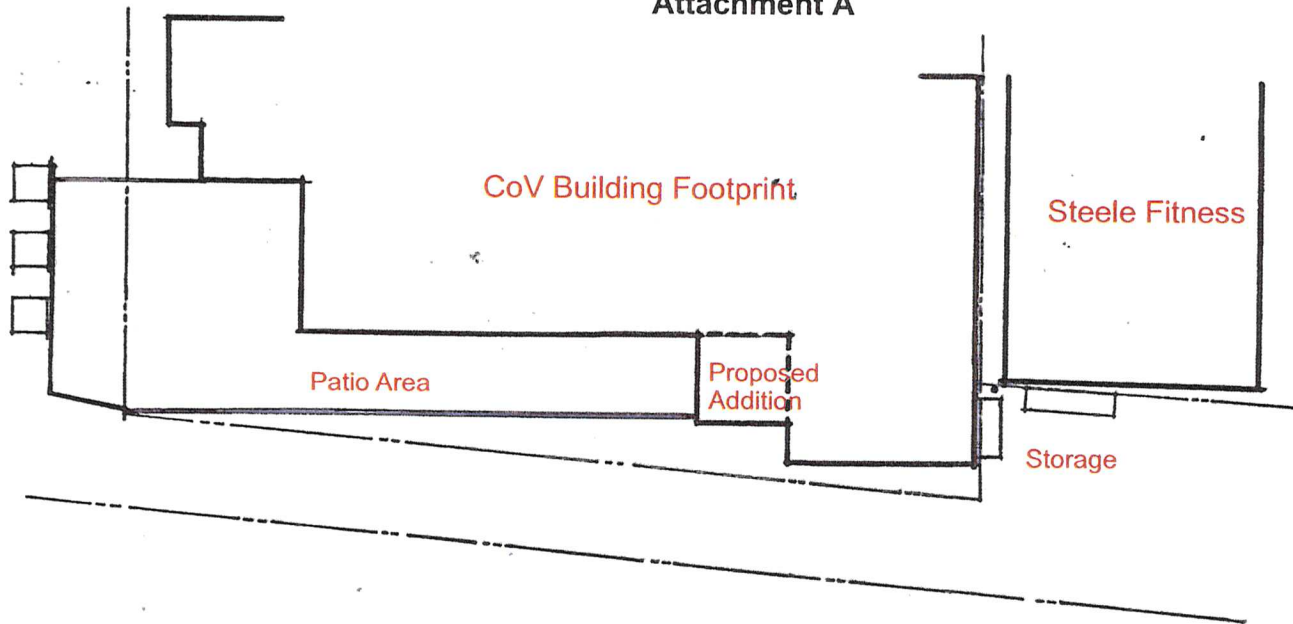
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT
UNDER THE LAWS OF THE STATE OF MINNESOTA

NEIL WEBER, AIA DATE _____
REGISTRATION #11325

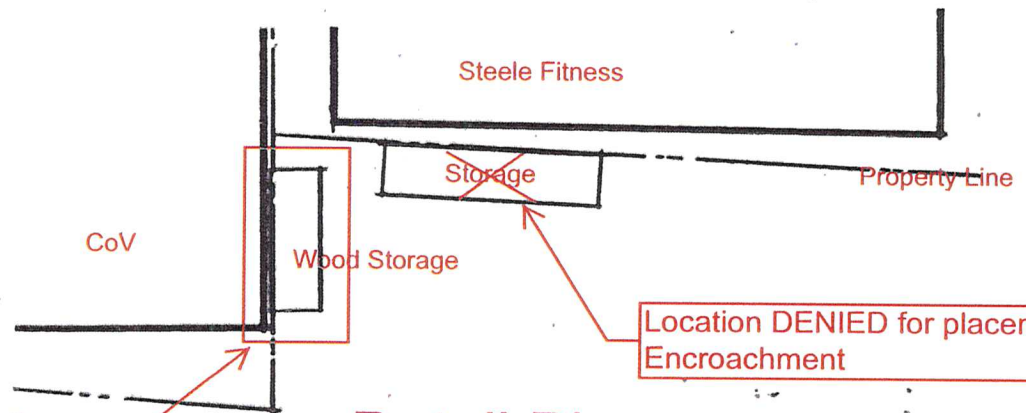


2280 Watertown Road, Long Lake, MN 55356-9419
952.476.4434 • Fax 952.476.5863 • nw@weberarchitects.com

Attachment A



Concept Plan



APPROVED Location for ROW Encroachment

Detail Plan

Location DENIED for placement of ROW Encroachment

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

NEIL WEBER, AIA

DATE

REGISTRATION #11325



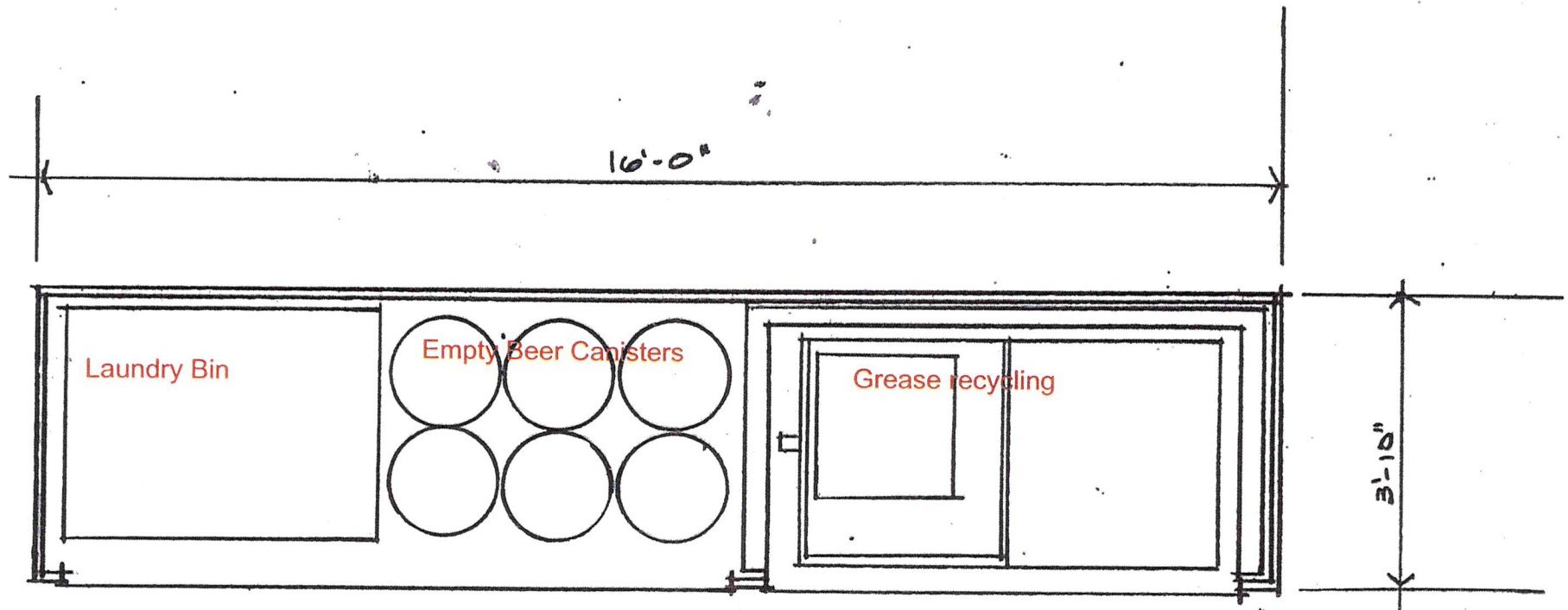
WEBER
architects & planners

2280 Watertown Road, Long Lake, MN 55358-9419
952.478.4434 • Fax 952.478.5863 • nw@weberarchitects.com

CC_Packet_09152015

Page 530 of 546

Attachment A



Canvas Enclosure

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

NEIL WEBER, AIA

DATE
REGISTRATION #11325



WEBER
architects & planners

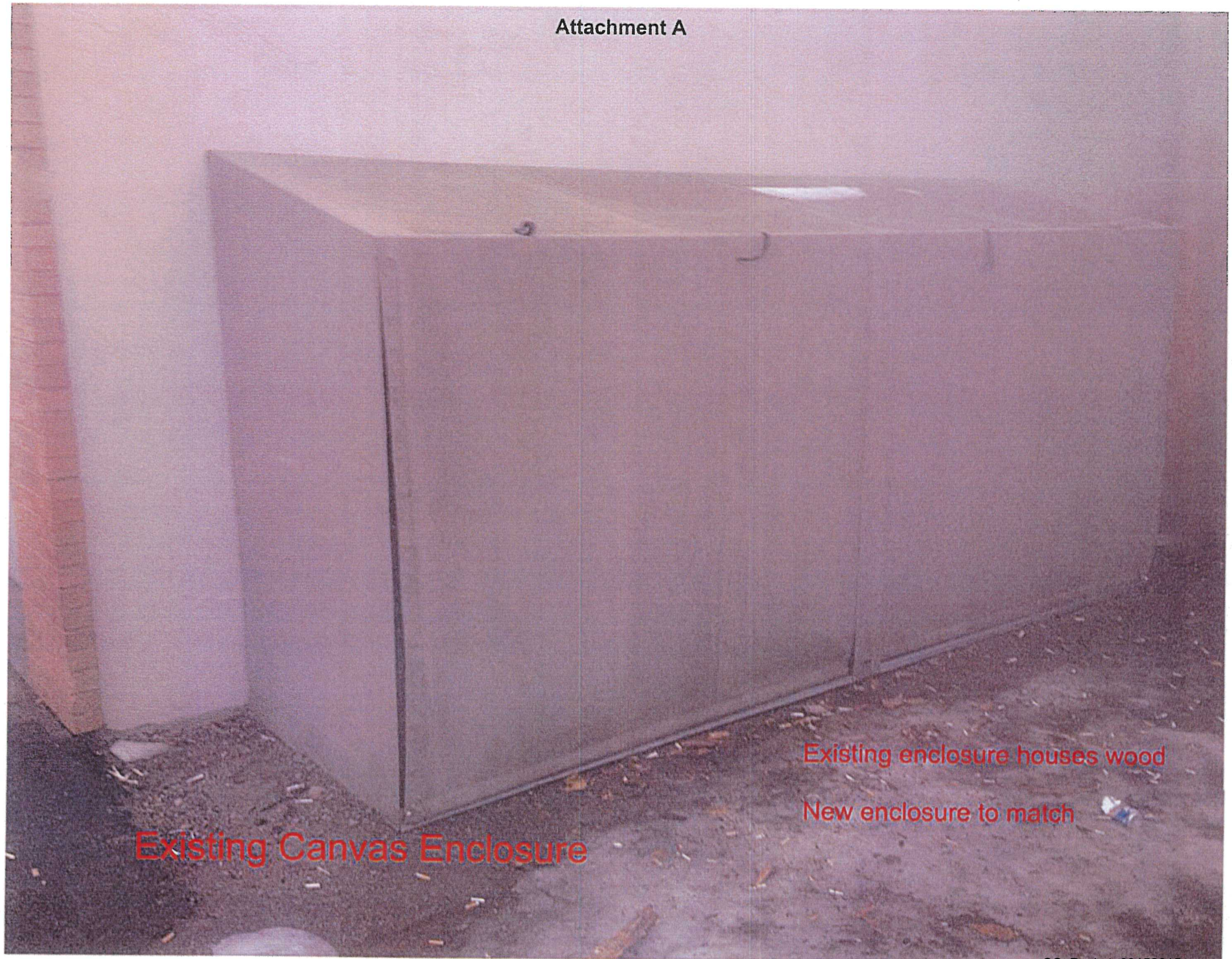
2280 Watertown Road, Long Lake, MN 55356-9418
952.476.4434 • Fax 952.476.5883 • rw@weberarchitects.com





Existing CoV Patio Area

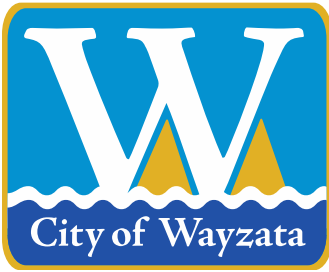
Attachment A



Existing Canvas Enclosure

Existing enclosure houses wood

New enclosure to match



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

Date: September 9, 2015

To: Mayor Willcox and Councilmembers

From: Heidi Nelson, City Manager

Subject: Consider Approval of Revised Contract to Provide Law Enforcement Services to the City of Long Lake

In recent months, city staff has been engaged in discussions with the City of Long Lake regarding the contract for law enforcement services. The issues of term of contract, costs associated with the services, and unemployment obligations were reviewed. Staff provided the City of Long Lake several contract options that attempted to address cost concerns on behalf of Long Lake but also extended the contract term and helped to manage potential unemployment costs in the event of a contract termination. In addition, staff identified two policy issues that we could provide assistance with to help manage police calls in the area of rental housing and massage oriented businesses.

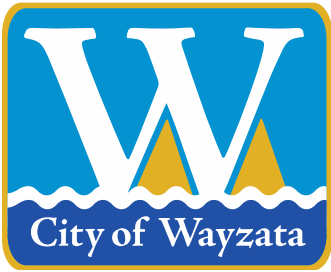
Our approach to the terms provided to Long Lake is summarized below:

- **Cost:** The analysis of cost was based on activity level and the work of the department in providing service to Long Lake, including activities of officers, Chief, Investigator and administrative support staff. After providing service to Long Lake for five years, staff has an understanding of the true cost of providing the service and has reserved a contingency if the contract were to terminate in future years. We are provided the reduced cost based on these factors.
- **Term:** It was important to staff maintain the length of terminations notification in the contract to allow for adequate planning time for staffing and capital changes that may be necessary if the contract were to terminate. In addition, we pursued a longer term to provide for stability of the department in providing service of a five-year period.
- **Unemployment costs:** We worked to address the unemployment liabilities for Long Lake by assessing potential attrition that may occur in the Wayzata Department which would reduce future unemployment obligations if the contract were to terminate.
- **Value Add:** We agreed to offer assistance with ordinance/policy work to address issues in the community of Long Lake that could help manage/reduce police response in the area of multi-family housing and massage oriented businesses.

The revised contract terms approved by the City of Long Lake at their 9/1/15 Council meeting are listed below in italics and reflected in the attached revised contract for Council consideration this evening.

FIVE YEAR OPTION

Term: The initial term of this agreement shall be for a period commencing on January 1, 2016 and terminating on December 31, 2020 (five years). The agreement shall renew for successive three year terms automatically unless either party notifies the other in writing on or before August 15, 2018, or August 15 of the current contract year thereafter, in said event the contract will terminate without further action of the parties two years hence from the end of the current contract year. If the contract terminates after the initial five year term, Long Lake shall pay Wayzata for 50% of any unemployment insurance payments directly



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

resulting from the termination of this agreement. Long Lake shall pay Wayzata 0% of any unemployment insurance payments directly resulting from the termination of this agreement in the years 2022 and beyond.

Compensation: For 2016 Long Lake will pay Wayzata \$285,000. For 2017 Long Lake will pay Wayzata \$285,000 (one –year freeze). Each year thereafter, the cost will increase over the previous year's compensation by the annual Consumer Price Index (CPI) rate change for the Minneapolis/ St. Paul Metro area as established by the U.S. Department of Labor, but in no event shall the 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.

Staff is seeking approval of the revised contract as presented.

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

4 THIS AGREEMENT is made and entered into effective ~~the~~is 1st day of January, 2016
5 by and between the City of Long Lake and the City of Wayzata, both municipal
6 corporations and political subdivisions of the State of Minnesota (collectively, the
7 "Cities").
8
9

10 WITNESSETH:

11
12 WHEREAS, Wayzata currently maintains a police department in accordance with
13 Minnesota Statutes, § 412.221, ~~and~~;
14

15 WHEREAS, Long Lake has the same authority under law to maintain a police
16 department, and currently contracts with the City of Wayzata for its police services, ~~and~~;
17

18 WHEREAS, Minnesota Statutes, § 471.59 authorizes the Cities to enter into an
19 agreement whereby Wayzata will provide contracted police services to the City of Long
20 Lake and perform on behalf of Long Lake any service or function which ~~the City-Long~~
21 Lake would be authorized to itself provide, including law enforcement services; ~~and~~
22

23 WHEREAS, the Cities are desirous of entering into an agreement whereby Wayzata
24 shall provide law enforcement services to Long Lake.
25

26 NOW THEREFORE, pursuant to the terms and conditions as hereinafter set forth, it is
27 agreed by and between the parties as follows:
28

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

31 2. TERM: The ~~initial~~ term of this agreement shall be for a period commencing on
32 January 1, 2016 and terminating on December 31, 2020 unless renewed as
33 provided for herein. Commencing January 1, 2019, the term of this~~The~~
34 agreement shall renew for successive rolling three year terms automatically each
35 year unless either party notifies the other in writing on or before August 15, 2018
36 (or August 15 of ~~the current contract~~ any year thereafter) that it wishes not to
37 renew, in ~~which case said event the contract~~this agreement will terminate without
38 further action of the parties two years hence from the end of the ~~current~~ year
39 such notice is given. Upon termination, Long Lake will reimburse Wayzata for
40 50% unemployment insurance payments directly resulting from the termination of
41 this agreement in years 2020 and 2021. Long Lake will ~~bare bear~~ no
42 responsibility for unemployment payments if ~~the contract~~this agreement is
43 terminated in 2022 or beyond.

44 3. COMPENSATION: For 2016 and 2017, Long Lake shall pay Wayzata \$285,000 per
45 year. For 2018 and each year thereafter, the cost will increase over the previous
46 year's compensation by the annual Consumer Price Index (CPI) rate change for

the Minneapolis/St. Paul Metro areas as established by the United States Department of Labor, 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.

4. SERVICES: Wayzata will provide all-inclusive police services to Long Lake to the same extent it provides those services within Wayzata, including without limitation patrol, routine and emergency call response, traffic enforcement and management, administrative services, employee or applicant background checks, animal control and impound services, liquor, tobacco and other licensing and compliance check services, parking enforcement, criminal investigations, crime prevention, and all other policing functions currently or subsequently provided by the Wayzata Police Department.

5. SPECIAL EVENTS SERVICES: Special Events will be reviewed by the police chief or designee. The police chief shall determine if additional uniformed officer presence is needed and the fees for these additional services will be paid by the permittee to the city of Wayzata in accordance with the city of Wayzata fee schedule and the Wayzata Police Department labor agreement

6. PATROL SERVICES: Wayzata agrees to provide general police patrol services within Long Lake to the same extent as within Wayzata. This commitment to patrol the combined area as a single jurisdiction does not preclude the establishment of patrol zones provided the same level of service is provided within each zone.

7. REPORTS AND COMMUNICATION: The Police Chief shall make periodic reports to Long Lake and be available on a reasonable basis with reasonable advance notice to attend Council meetings or other gatherings to report on police and related law enforcement activities and issues.

8. LAW ENFORCEMENT AGENCY RESPONSIBILITIES. Wayzata and the Wayzata Police Chief shall provide and assign such personnel as they deem necessary to carry out the provisions of this Agreement and shall be solely responsible for the selection, training, management and activities of Wayzata employees providing services under this Agreement. All personnel providing service under this Agreement shall in all respects be Wayzata employees and shall be subject to all administrative policies, rules, personnel plans, regulations, and pay plans, including all employee benefits of Wayzata. Wayzata shall be responsible for the enforcement of all its employment policies and shall be responsible for insuring compliance with all such policies, collective bargaining agreements, regulations, and rules including discipline and discharge.

9. HOLD HARMLESS. Long Lake shall not be liable for compensation or indemnity to any Wayzata employee for injury or sickness arising out of the scope of employment, nor for any claims by other person arising out the performance of this Agreement by Wayzata personnel, and Wayzata agrees to indemnify and hold harmless Long Lake against any such claims.

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: _____

CITY OF LONG LAKE

By _____

Its Mayor

ATTEST:

By _____

Administrator

Dated: _____

CITY OF WAYZATA

By _____

Ken Wilcox
Its Mayor

ATTEST:

By _____

Heidi Nelson
Its Manager

APPROVED AS TO FORM AND EXECUTION

Long Lake City Attorney

Wayzata City Attorney

43/310006/1233599-v12

Document comparison by Workshare Professional on Wednesday, September 29, 2010
3:45:01 PM

Input:	
Document 1 ID	PowerDocs://DOCS/1233599/1
Description	DOCS #1233599 v1 LONG LAKE CONTRACT CLEAN
Document 2 ID	PowerDocs://DOCS/1233599/2
Description	DOCS #1233599 v2 LONG LAKE CONTRACT CLEAN
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
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Statistics:	
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Insertions	11
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Format changed	0
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1 **CONTRACT FOR LAW ENFORCEMENT SERVICES**
2
3

4 THIS AGREEMENT is made and entered into effective the 1st day of January, 2016 by
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13 Minnesota Statutes § 412.221;
14

15 WHEREAS, Long Lake has the same authority under law to maintain a police
16 department, and currently contracts with the City of Wayzata for its police services;
17

18 WHEREAS, Minnesota Statutes § 471.59 authorizes the Cities to enter into an
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20 Lake and perform on behalf of Long Lake any service or function which Long Lake
21 would be authorized to itself provide, including law enforcement services; and
22

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24 shall provide law enforcement services to Long Lake.
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27 agreed by and between the parties as follows:
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32 2016 and terminating on December 31, 2020 unless renewed as provided for
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35 notifies the other in writing on or before August 15, 2018 (or August 15 of any
36 year thereafter) that it wishes not to renew, in which case this agreement will
37 terminate without further action of the parties two years hence from the end of
38 the year such notice is given. Upon termination, Long Lake will reimburse
39 Wayzata for 50% unemployment insurance payments directly resulting from the
40 termination of this agreement in years 2020 and 2021. Long Lake will bear no
41 responsibility for unemployment payments if this agreement is terminated in 2022
42 or beyond.

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44 year. For 2018 and each year thereafter, the cost will increase over the previous
45 year's compensation by the annual Consumer Price Index (CPI) rate change for
46 the Minneapolis/St. Paul Metro areas as established by the United States

1 Department of Labor, but in no event shall such increase be less than 2% or
2 greater than 5% over the previous year. Payment shall be made monthly in
3 equal installments.

4 4. SERVICES: Wayzata will provide all-inclusive police services to Long Lake to the
5 same extent it provides those services within Wayzata, including without
6 limitation patrol, routine and emergency call response, traffic enforcement and
7 management, administrative services, employee or applicant background
8 checks, animal control and impound services, liquor, tobacco and other licensing
9 and compliance check services, parking enforcement, criminal investigations,
10 crime prevention, and all other policing functions currently or subsequently
11 provided by the Wayzata Police Department.

12 5. SPECIAL EVENTS SERVICES: Special Events will be reviewed by the police
13 chief or designee. The police chief shall determine if additional uniformed officer
14 presence is needed and the fees for these additional services will be paid by the
15 permittee to the city of Wayzata in accordance with the city of Wayzata fee
16 schedule and the Wayzata Police Department labor agreement

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 7. REPORTS AND COMMUNICATION: The Police Chief shall make periodic reports
23 to Long Lake and be available on a reasonable basis with reasonable advance
24 notice to attend Council meetings or other gatherings to report on police and
25 related law enforcement activities and issues.

26 8. LAW ENFORCEMENT AGENCY RESPONSIBILITIES. Wayzata and the Wayzata
27 Police Chief shall provide and assign such personnel as they deem necessary to
28 carry out the provisions of this Agreement and shall be solely responsible for the
29 selection, training, management and activities of Wayzata employees providing
30 services under this Agreement. All personnel providing service under this
31 Agreement shall in all respects be Wayzata employees and shall be subject to all
32 administrative policies, rules, personnel plans, regulations, and pay plans,
33 including all employee benefits of Wayzata. Wayzata shall be responsible for the
34 enforcement of all its employment policies and shall be responsible for insuring
35 compliance with all such policies, collective bargaining agreements, regulations,
36 and rules including discipline and discharge.

37 9. HOLD HARMLESS. Long Lake shall not be liable for compensation or indemnity
38 to any Wayzata employee for injury or sickness arising out of the scope of
39 employment, nor for any claims by other person arising out the performance of
40 this Agreement by Wayzata personnel, and Wayzata agrees to indemnify and
41 hold harmless Long Lake against any such claims.

42 10. FINES, FORFEITURE and FEES: All fines and revenue from forfeitures or fees
43 collected by Wayzata or the Wayzata Police Department as a result of services it
44 provides Long Lake under this Agreement shall be credited to the amount Long

1 Lake is to pay Wayzata under this Agreement except for jail booking charges or
2 reimbursement for special services agreed to by the two cities shall also be the
3 responsibility of Long Lake. Except as provided in this Agreement, no other
4 costs shall be the responsibility of Long Lake.

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

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

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

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

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

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

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

29
30 IN WITNESS WHEREOF, The parties have hereunto set their hand on the dates below
31 written.

32
33
34 Dated: _____

CITY OF LONG LAKE

35
36 By _____

37
38 Its Mayor

39
40 ATTEST:

41
42 By _____

43
44 Administrator

1
2
3 Dated: _____
4

CITY OF WAYZATA

5 By _____
6 Ken Wilcox
7 Its Mayor
8

9 ATTEST:

10
11 By _____
12 Heidi Nelson
13 Its Manager
14

15
16
17 APPROVED AS TO FORM AND EXECUTION
18

19 _____
20 Long Lake City Attorney
21

22
23 _____
24 Wayzata City Attorney
25
26
27
28

