

# WAYZATA CITY COUNCIL

## Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street

Tuesday, April 21, 2026

7:00 PM

### TEAMS INFORMATION

[Click here to join TEAMS Mtg](#)

[Meeting ID: 289 831 973 387 89](#) [Passcode: 2iM7Y2rX](#)

Members of the public may watch and listen remotely by viewing the meeting on Channel 8, WCTV, and at the City's website at [www.wayzata.org/WCTV](http://www.wayzata.org/WCTV).



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

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

### • Council Photos - Community Room (6:00-7:00 p.m.)

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Forum (3min/person)**
  - a. Update from Hennepin County Commissioner Heather Edelson
6. **New Agenda Items**
7. **Consent Agenda**
  - a. Approval of City Council Workshop and Regular Meeting Minutes of March 24, 2026
  - b. Approval of Check Register
  - c. Approval of Municipal Licenses
  - d. Receipt of Police Activity Report
  - e. Receipt of Building Activity Report
  - f. Approval of Professional Services Agreement with Brunken Consulting, LLC for Temporary Communications Support
  - g. Approval of Professional Services Agreement with VSI Professional Sound Services and Letters of Agreement with Artists for Sunday Music in the Park Series
  - h. Approval of Seasonal Lease Agreement with Tonka Boat Rentals, LLC for Boat Rentals at the Depot Community Docks
8. **Public Hearing**
  - a. Consider Approvals for Walser Lamborghini at 1022 Wayzata Blvd East:
    - 1) PUD Development Agreement;
    - 2) First Reading of Ordinance 860, Rezoning from C-3 to PUD; and
    - 3) Vacation of Drainage and Utility Easements
9. **New Business**
  - a. Consider Approval of First Reading of Ordinances 857 and 858 amending Chapter 805 Subdivision - Park Dedication and the Fee Schedule

- b. Consider Adoption of Resolution 14-2026 Denying Subdivision by Preliminary Plat at 190 Gleason Lake Road and 121 Gleahaven Road - Tabled from March 10, 2026

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

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

**12. 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 - May 5, 2026  
Planning Commission - April 20 & May 4, 2026

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



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.a
<b>TITLE:</b> Approval of City Council Workshop and Regular Meeting Minutes of March 24, 2026	
<b>PROPOSED MOTION:</b> To Approve the City Council Workshop and Regular Meeting Minutes of March 24, 2026	
<b>PREPARED BY:</b> Kathy Leervig, City Clerk	
<b>REVIEWED BY:</b> Aurora Yager, City Manager	

**ACTION REQUESTED:**

Staff recommends approval of the City Council Workshop and Regular Meeting Minutes of March 24, 2026.

**FINANCIAL OR BUDGET CONSIDERATION:**

Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

Not Applicable.

**BACKGROUND:**

Not Applicable.

**ATTACHMENTS:**

1. March 24, 2026\_Workshop Minutes (draft)
2. March 24, 2026\_CC (draft)

**WAYZATA CITY COUNCIL  
WORKSHOP MEETING MINUTES  
March 24, 2026 (draft)**

Mayor Mullin called the meeting to order at 5:00 p.m. Council Members present, in-person, in the community room at City Hall offices: Koch, MacDonald, Plechash, and Sorensen. City Staff included City Manager Yager, Community Development Director Sharpe, and Parks and Environment Planner Kieser. City Attorney Schelzel was also present. Also present: Owners of Tonka Boat Rentals and Representatives of the Lake Minnetonka Historic Society.

**5:00 p.m. Discussion of Tonka Boat Rental Proposal for Broadway Docks**

Planner Kieser provided background on the successful one-year pilot agreement in which the City leased two underutilized transient slips at the depot docks to a commercial operator for boat rentals. The slips generated \$17,000 in revenue and saw no reported complaints or operational issues. Prior to the agreement, usage of these slips was minimal.

The operator is seeking a three-year extension, City support to reapply for overnight docking approval, and a reduced rate if that approval is denied. Council generally supported continuing the agreement and pursuing LMCD approval, citing strong financial performance and low demand for the slips otherwise.

Council agreed the pilot program was successful and generated strong revenue from underutilized slips, with no concerns reported. Members noted there is currently no shortage of transient dock space and generally did not support reducing the lease rate. There were comments to consider including annual increases in a multi-year agreement along with the operator covering any costs if property tax is required due to this commercial use.

Council supported moving forward with negotiating a three-year agreement and reapplying for overnight docking approval. Staff was directed to address tax liability, evaluate pricing and terms, and return with a finalized agreement for Council approval.

**5:20 p.m. Discussion of Steamboat Minnehaha Request for Port of Call from Charter Boat Docks**

City Manager Yager provided background on a conceptual request from the Historical Society to reestablish the Steamboat Minnehaha as a seasonal operation on the lake, with Wayzata serving as its port of call and overnight docking location. The broader plan includes winter storage in Minnetrista and launching the vessel for regular operations during the boating season.

The request is exploratory, with the primary goal of determining whether Council is open to the concept before further planning, fundraising, and coordination with the LMCD and other partners.

Council expressed strong support for the idea, citing the boat's historical significance, connection to Wayzata, and potential to enhance community character and tourism. Members acknowledged there are logistical considerations, particularly related to limited charter dock space and impacts on other operators.

**5:45 p.m. Discussion of Subdivision Ordinance Amendment – Park Dedication**

Community Development Director Sharpe reviewed proposed updates to the City's subdivision ordinance on park dedication fees, aiming to align with state statute and recent legal guidance. Discussion emphasized that fees must show a clear "nexus" and proportionality to the park demand generated by new development, noting that Wayzata's high land values result in higher fees than other communities. Council considered different fee structures, including per-unit versus percentage-based models and whether fees should vary by residential type. While higher fees could be justified, there was concern about rates limiting

54 development. Staff recommended a \$12,500 per-unit fee for residential properties and a \$7,000 per 1,000  
 55 sq. ft fee for commercial properties as a defensible, balanced approach consistent with regional practices  
 56 and legal requirements.

57  
 58 Discussion also noted updates to park dedication fees and development incentives, highlighting ways to  
 59 balance development costs with community benefits. Staff proposed that larger projects, particularly  
 60 Planned Unit Developments (PUDs), could receive reductions in park dedication fees if they provide  
 61 resident-serving amenities such as dog areas, trails, sidewalks, and pools. Recognizing land cost as a major  
 62 development hurdle, staff noted that fee reductions could offset substantial expenses, sometimes hundreds  
 63 of thousands of dollars per project. Council Member MacDonald suggested tailoring fees by housing type—  
 64 single-family, townhome, and multi-family—with single-family units carrying slightly higher per-unit fees  
 65 due to higher usage and property values was recommended while maintaining a solid per-unit cap while  
 66 allowing adjustments based on density and unit type.

67  
 68 Ms. Yager suggested placing fees in the City’s fee schedule rather than the ordinance, enabling adjustments  
 69 as market conditions and valuations change without full ordinance amendments. She emphasized that fees  
 70 should be rational and data-supported, considering park needs, property values, and proportionality, while  
 71 acknowledging challenges with multi-family developments. She noted that most future development  
 72 contributions will come from smaller multi-unit projects and that this approach allows flexibility to test,  
 73 tweak, and adjust fees while updating the ordinance and subdivision code.

74  
 75 Council generally supported simplifying the structure as proposed by staff, ensuring compliance with state  
 76 law.

77  
 78 **6:50 p.m. Discussion of Future Agenda Topics**

79  
 80 The Council reviewed the proposed workshop schedule, acknowledging that it is iterative and subject to  
 81 change as priorities evolve. Ms. Yager noted that the list reflects known items in the backlog, including  
 82 budget workshops, public safety facilities, evaluation of public land sales, and development-related  
 83 topics. She emphasized that workshop timing is flexible and subject to change to ensure staff are able to  
 84 complete information before it is brought before Council for consideration.

85  
 86 The Council also discussed recent draft legislation affecting land use and preemptive zoning, which could  
 87 limit local authority over housing approvals. While the House recently rejected the bill, it could still be  
 88 introduced in other forms. Ms. Yager outlined next steps, including identifying top concerns for Wayzata,  
 89 engaging state representatives, and leveraging coalitions like Lake Minnetonka and the League of  
 90 Minnesota Cities to advocate for local control. The Council acknowledged ongoing monitoring of  
 91 legislative developments and maintaining flexibility in workshop scheduling.

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 93 The workshop adjourned at 6:55 p.m.

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 95 Respectfully submitted,

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 97 Kathy Leervig, City Clerk

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**WAYZATA CITY COUNCIL**  
**DRAFT - MEETING MINUTES**  
**MARCH 24, 2026**

**AGENDA ITEM 1. Call to Order.**

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

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

**AGENDA ITEM 3. Roll Call.**

Council Members present: Mullin, Sorensen, MacDonald, Plechash, and Koch. Also present: City Manager Yager, Community Development Director Sharpe, Parks and Environment Planner Kieser, and City Attorney Schelzel.

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

- Discussion of Tonka Boat Rental Proposal for Broadway Docks
- Discussion of Steamboat Minnehaha Request for Port of Call from Charter Boat Docks
- Discussion of Subdivision Ordinance Amendment – Park Dedication

**AGENDA ITEM 4. Approve Agenda.**

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

**AGENDA ITEM 5. Public Forum.**

**a. Recognition of Service and Acceptance of the Resignation of Graciela Gonzalez from the Charter Commission**

Mayor Mullin explained that the City wanted to take a few moments to recognize the service of Graciela Gonzalez and noted that she had also served on the Heritage Preservation Board, the Planning Commission, the Park and Trails Board, in addition to the Charter Commission. He stated that the City wanted to extend its gratitude for her 20 years of service to the City and would be sad to see her leave the City for a warmer climate.

Graciela Gonzalez explained that it had been an honor to serve the City and encouraged others to step up and apply for a Board or Commission position. She stated that serving in this capacity provides a wonderful opportunity to make a difference in their 'nest'.

Mr. Koch explained that he had watched Ms. Gonzalez during her time serving on the Planning Commission and felt she always had thoughtful and careful deliberation on the issues. He stated that he greatly appreciated the amount of dedication and service she had given to the City and noted that Ms. Gonzalez was a shining example of what it means to be a great citizen.

Ms. MacDonald stated that she wished her well and noted that her new community will be very fortunate to have Ms. Gonzalez.

Mr. Plechash stated that he felt that Ms. Gonzalez was a model citizen and was simply the way people ought to be.

1  
2       **b.       Presentation of the 2025 City of Wayzata Sustainability Champion Award**  
3       **to Folkestone**

4 City Manager Yager introduced Lauren Lindelof from the Energy and Environment  
5 Committee, who would present the award.

6       Lauren Lindelof, Chair of the Energy and Environment Committee, explained that  
7 they had selected Folkestone for recognition with the Sustainability Champion Award for  
8 being committed to environmental stewardship at their apartment building. She briefly  
9 reviewed some of the efforts and initiatives they took related to recycling and  
10 sustainability.

11       Jodi Devick-Neal, Folkestone Administrator, accepted the Sustainability Champion  
12 Award on behalf of Folkestone and its Eco Committee and thanked the City for this honor.  
13 She highlighted some features of Folkestone and thanked the residents for embracing these  
14 efforts and for their reminders that sustainability was about taking care of people now and  
15 into future generations.

16       Dick Asinger, Co-Chair of the Eco Team, noted that everyone who served on the  
17 Eco Team was present at the meeting and took a moment to introduce them all to the  
18 Council. He stated that the Eco Team had built a structure for Folkestone’s various  
19 programs, and the residents supported these efforts to help leave things better for future  
20 generations.

21       Sue Asinger explained that they had received a County grant for organic recycling  
22 and noted that after the pilot study, a program was established campus-wide for organic  
23 recycling. She gave a brief review of other things they would like to do, including working  
24 with PHS Corporate and other multi-family dwellings in the City, finding a vendor for the  
25 hard-to-recycle items, collaborating with PHS Corporate to align more of their operations  
26 with sustainable recycling practices, and finding a way to address the education of new  
27 residents.

28       Mayor Mullin thanked the representatives from Folkestone for their great work and  
29 congratulated them on their well-deserved recognition.

30  
31       **AGENDA ITEM 6. New Agenda Items.**

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33       **AGENDA ITEM 7. Consent Agenda.**

34 Mayor Mullin read the items on the consent agenda and asked if any Council member  
35 wished to pull an item for further discussion. Hearing no such request, he asked for a  
36 motion to approve the Consent Agenda as presented. Ms. MacDonald made a motion to  
37 approve the Consent Agenda, as presented and seconded by Koch.

38       Mr. Sorensen stated that he would like to comment on item f. He stated that it was  
39 great that residents of Wayzata can use the Plymouth Yard Waste site, but asked how well  
40 this information was known to the public, and noted that he was not aware of it. He  
41 suggested that staff find a way to ensure that this information is shared so people are aware  
42 of it.

43       Ms. Yager assured Ms. Sorensen that the City would find a way to promote the use  
44 of the Plymouth Yard Waste site more.

1 Hearing no additional comments, Mayor Mullin reminded the Council that Ms.  
2 MacDonald had already made a motion to approve the Consent Agenda, as presented, and  
3 asked for a second. Mr. Koch seconded the motion to approve the Consent Agenda:

- 4 a. Approval of City Council Workshop and Regular meeting minutes of March 10,  
5 2026
- 6 b. Approval of Check Register
- 7 c. Approval of Municipal Licenses
- 8 d. Receipt of Police Activity Report
- 9 e. Receipt of Building Activity Report
- 10 f. Approval of Agreement for Use of City of Plymouth Yard Waste Site
- 11 g. Adoption of Resolution 16-2006 Accepting Donation from the Wayzata Lions Club
- 12 h. Approval of Professional Services Agreement with MRA for Temporary Human  
13 Resources Support
- 14 i. Approval of Proposal from Badger State Inspection for Water Tower Repairs
- 15 j. Authorization of Mayor and City Manager to Execute Agreement for the Greater  
16 Lake Minnetonka Area Legislative Coalition

17  
18 The motion carried 5/0.

19  
20 **AGENDA ITEM 8. Public Hearings.**

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22 **AGENDA ITEM 9. New Business.**

23 **a. Consider Approval for Affordable Housing Agreement at Wayzata Woods**  
24 Community Development Director Sharpe gave an overview of the request for approval of  
25 an Affordable Housing Agreement at Wayzata Woods, including the location, affordability  
26 requirements, and the declaration of restrictive covenants, and explained that staff and the  
27 Housing and Redevelopment Authority (HRA) recommended approval. He noted that the  
28 applicants apologized for not being able to attend tonight’s meeting and explained that it  
29 was due to complications related to flights, but had attended the recent HRA meeting to  
30 answer questions.

31 Mr. Koch stated that he believed Wayzata Woods was an important property in the  
32 City, and maintaining affordability in as many units as possible was also important.

33 Mayor Mullin explained that this lined up with the City’s Affordable Housing  
34 policy and other policies at the HRA level.

35  
36 Mayor Mullin asked for a motion. Mr. Sorensen made a motion, seconded by Mr. Plechash,  
37 to Approve the Affordable Housing Agreement with FLT Wayzata Woods, LLC, as  
38 presented. The motion carried 5/0.

39  
40 **AGENDA ITEM 10. City Manager's Report and Discussion Items.**

41 **a. Upcoming Events/Announcements**

- 42 • Recognized Lori Krismer, Administrative Assistant, and explained that she would  
43 be retiring on April 1, 2026, after 9 years of service to the City. She stated that Ms.  
44 Krismer has provided amazing customer service to residents and would be missed.

- 1 • Hennepin County is running a grant program for small businesses, but noted that  
2 the deadline to apply is tomorrow at 4:00 p.m. to assist with recovery from  
3 Operation Metro Surge.
- 4 • Local Board of Appeal and Equalization Hearing will be April 7, 2026, at 5:30 p.m.,  
5 and encouraged people to contact the assessor as soon as possible if they have  
6 concerns or questions. She explained that most of the time, the assessors can work  
7 with residents on the front end.
- 8 • MnDOT has been hosting meetings in preparation for the Highway 12 construction  
9 project. There is one specifically for businesses scheduled for March 26, 2026, at  
10 7:30-9:00 a.m. in the Council Chambers.

11  
12 **b. Council Member Updates/Announcements**

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14 **AGENDA ITEM 11. Public Forum Continued (if necessary).**

15 There were no comments.

16  
17 **AGENDA ITEM 12. Adjournment.**

18 There being no further business, Mayor Mullin asked for a motion to adjourn. Mr. Plechash  
19 made a motion, seconded by Mr. Koch, to adjourn. Mayor Mullin adjourned the meeting  
20 at 7:33 p.m.

21  
22 Respectfully submitted,

23  
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25  
26 Kathy Leervig  
27 City Clerk

28  
29 Drafted by Kayla Rokosz  
30 *TimeSaver Off Site Secretarial, Inc.*



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.b
<b>TITLE:</b> Approval of Check Register	
<b>PROPOSED MOTION:</b> To Approve the Payment of Checks and Electronic Fund Transfers (EFT's) for April 2026	
<b>PREPARED BY:</b> Erin St. Cyr, Accountant	
<b>REVIEWED BY:</b> Aurora Yager, City Manager, Peter Zimmerman, Finance Manager	

**ACTION REQUESTED:**

Staff recommends the approval of the checks and EFT's.

**FINANCIAL OR BUDGET CONSIDERATION:**

Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

Not Applicable.

**BACKGROUND:**

Not Applicable.

**ATTACHMENTS:**

1. Paper Checks
2. EFT Checks

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 101 GENERAL FUND</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
101-00000-20300	UBER HEIDER EMPLOYEE EXPENSE	ELAN-CARDMEMBER SERVICE	CC CHARGES	MARCH 2026	04/15/2026	15.64	140177
101-00000-21707	PD UNION DUES	LAW ENFORCEMENT LABOR S	PD UNION DUES	APRIL 2026	04/15/2026	949.00	140190
Total Department 00000 ALL DEPARTMENTS						964.64	
<b>Department: 41500 Administration &amp; Finance</b>							
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1T6X-C3DL-3QND	04/08/2026	336.72	140076
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	DISPOSABLE FORKS	1N1H-MKFF-DV4P	04/08/2026	23.77	140076
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	KEYBOARD	14RC-J43X-77Q7	04/08/2026	89.99	140076
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	PAPER PLATES/BOWLS/P	1HNM-FJVV-CDL4	04/15/2026	98.05	140151
101-41500-00200	OFFICE SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	CITY HALL SUPPLIES	5091801	04/08/2026	72.45	140107
101-41500-00301	FINANCIAL CONSULTANT SERVICES	ABDO LLP	FINANCIAL CONSULTANT	521509	04/08/2026	440.00	140075
101-41500-00301	AUDITING AND ACCT G SERVICES	LB CARLSON LLP	PROGRESS BILLING - M	255203	04/15/2026	6,185.50	140191
101-41500-00302	CONSULTANTS	BAKER TILLY US, LLP	WINE & SPIRITS KEYHO	BT3434811	04/08/2026	300.00	140082
101-41500-00302	CONSULTANTS	BAKER TILLY US, LLP	COMPENSATION STUDY -	BT3543308	04/08/2026	1,000.00	140082
101-41500-00302	CONSULTANTS	LOCKRIDGE GRINDAL NAUEN	LOBBYIST	123173	04/15/2026	3,333.33	140195
101-41500-00302	CONSULTANTS	MGT IMPACT SOLUTIONS, L	CITY MANAGER SEARCH	GHR3001428	04/15/2026	6,201.60	140203
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	CITY COUNCIL WORKSHO	669161CITYWK	04/15/2026	525.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	CITY COUNCIL	669161CITY	04/15/2026	2,025.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	CITY BOARDS AND COMM	669161BOARD	04/15/2026	300.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	GENERAL	669161GEN	04/15/2026	825.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	HR AND EMPLOYMENT IS	669161HR	04/15/2026	2,700.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	DRAY TRUSTEE, LLC VS	669161DRAY	04/15/2026	375.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	ADAMS ET AL V. CITY	669161ADAMS	04/15/2026	600.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	KLAPPRICH PARK WARMI	669161KLAPPRICH	04/15/2026	975.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	CITY CONTRACTS	669161CONT	04/15/2026	1,950.00	140160
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	PLANNING COMMISSION	669161PLAN	04/08/2026	900.00	140085
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	ORDINANCES	669161ORD	04/08/2026	2,100.00	140085
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	WAYZATA HRA	669161HRA	04/08/2026	600.00	140085
101-41500-00304	LEGAL FEES	BEST & FLANAGAN	POLICE DEPARTMENT	669161PD	04/08/2026	225.00	140085
101-41500-00306	PERSONNEL EXPENSE	BENEFIT EXTRAS, INC.	COBRA ADMIN - MARCH	1652003	04/15/2026	193.75	140159
101-41500-00306	CHIPOTLE YAGER INTERVIEW FOOD	ELAN-CARDMEMBER SERVICE	CC CHARGES	MARCH 2026	04/15/2026	63.22	140177
101-41500-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365	5315896	04/15/2026	1,812.50	140196
101-41500-00311	CYBERSECURITY	LOFFLER COMPANIES, INC.	VIRTUAL CYBERSECURI	5316114	04/08/2026	1,981.35	140112
101-41500-00350	PRINTING & PUBLISHING	UPS STORE	PORTAL APT/CONDO APR	04122026	04/15/2026	1,740.97	140222
101-41500-00404	REPAIRS/MAINT - MACHIN/EQUIP	MARCO	CITY HALL COPIER MAI	15098970	04/15/2026	266.97	140200
101-41500-00433	DUES, LICENSING & SEMINARS	CIVICPLUS	AGENDA PACKET ANNUAL	366101	04/15/2026	9,108.17	140171
101-41500-00433	DUES, LICENSING & SEMINARS	DOCUSIGN, INC.	SUBSCRIPTION RENEWAL	SUB-3792122-1 2026	04/15/2026	2,653.56	140176
101-41500-00433	GO DADDY YAGER SUBSCRIPTION	ELAN-CARDMEMBER SERVICE	CC CHARGES	MARCH 2026	04/15/2026	23.88	140177
101-41500-00433	DROPBOX YAGER SUBSCRIPTION	ELAN-CARDMEMBER SERVICE	CC CHARGES	MARCH 2026	04/15/2026	119.88	140177
101-41500-00433	DUES, LICENSING & SEMINARS	SUBURBAN RATE AUTHORITY	2026 MEMBERSHIP ASSE	026-1	04/08/2026	254.00	140135
Total Department 41500 Administration & Finance						50,399.66	
<b>Department: 41910 Community Development</b>							
101-41910-00302	CONSULTANTS	WSB LLC	PARK DEDICATION STUD	R-031098-000-2	04/08/2026	4,309.75	140149
Total Department 41910 Community Development						4,309.75	
<b>Department: 41940 Building Operations &amp; Maint.</b>							
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	28726/1	04/15/2026	32.77	140180
101-41940-00210	OPERATING SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	PW SUPPLIES	5096991	04/15/2026	121.84	140186
101-41940-00321	TELEPHONE	AT&T - FIRSTNET	PW WIRELESS SERVICE	2872984585220403202	04/08/2026	530.56	140080
101-41940-00321	TELEPHONE	CADY BUSINESS TECHNOLOG	PHONE SERVICE	119667	04/15/2026	928.71	140168
101-41940-00321	SERVICE	MEDIACOM	CITY HALL SERVICE	04082026	04/15/2026	435.90	140202
101-41940-00386	CH/PW	REPUBLIC SERVICES	SOLID WASTE & RECYCL	MARCH 2026	04/08/2026	657.28	140130

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 101 GENERAL FUND</b>							
<b>Department: 41940 Building Operations &amp; Maint.</b>							
101-41940-00404	REPAIRS/MAINT - MACHIN/EQUIP	AMERICAN PRESSURE	PRESSURE WASHER	158190	04/08/2026	406.91	140077
101-41940-00404	REPAIRS/MAINT - MACHIN/EQUIP	SILENT KNIGHT SECURITY	BURGLARY MONITORING	166405	04/08/2026	144.00	140132
101-41940-00409	MAINT SERVICES & IMPROV	FLOYD TOTAL SECURITY	CITY HALL DOOR REPAI	50003678	04/08/2026	1,569.88	140100
101-41940-00409	FIRE MONITORING	INTEGRATED FIRE & SECUR	ANNUAL FIRE MONITORI	103855	04/15/2026	335.40	140188
101-41940-00409	MAINT SERVICES & IMPROV	PLUNKETT'S PEST CONTROL	PEST CONTROL - CITY	10458095	04/08/2026	225.00	140128
101-41940-00499	SUPPLIES	CULLIGAN-BOTTLED WATER	BLDG.SUPPLIES	3162094	04/08/2026	94.50	140092
101-41940-00499	MISCELLANEOUS	HENNEPIN COUNTY TAX SER	1ST HALF DEPOT PROPE	52140-1ST HALF 2026	04/15/2026	3,139.87	140184
Total Department 41940 Building Operations & Maint.						8,622.62	
<b>Department: 42100 Police</b>							
101-42100-00215	K-9 SUPPLIES	AMAZON CAPITAL SERVICES	K9 FOOD	1NX7-FD3W-XTXW	04/08/2026	94.99	140076
101-42100-00309	PD SERVICE	TRANSUNION RISK & ALTER	PD SERVICE	5591851-202603-1	04/08/2026	100.00	140139
101-42100-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	PD I.T. CONTRACT	5316042	04/15/2026	3,253.02	140196
101-42100-00323	RADIO UNITS	AT&T - FIRSTNET	PD WIRELESS SERVICE	2872849049650403202	04/08/2026	2,105.78	140079
101-42100-00404	REPAIRS/MAINT - MACHIN/EQUIP	WAYZATA BP	MAINTENANCE/REPAIR P	165756	04/08/2026	175.91	140146
101-42100-00433	DUES, LICENSING & SEMINARS	HENN.CNTY.CHIEFS OF POL	2026 ANNUAL DUES	04062026-WPD-2	04/08/2026	820.00	140104
101-42100-00433	Dues, Licensing & Seminars	NORTHERN STAR COUNCIL	2026/2027 EXPLORING	2026/2027	04/08/2026	100.00	140123
101-42100-00434	Training and schools	BCA TRAINING AND AUDITI	TRAINING - J BAKER	45894	04/08/2026	25.00	140083
101-42100-00434	TRAINING AND SCHOOLS	MAPLE GROVE, CITY OF	RANGE RENTAL	2026-03	04/08/2026	1,440.00	140117
101-42100-00499	Miscellaneous	VERIFIED CREDENTIALS	BACKGROUND SCREENING	375513	04/08/2026	39.00	140144
Total Department 42100 Police						8,153.70	
<b>Department: 42120 Crime Control and Investigate</b>							
101-42120-00304	LEGAL SERVICES	JEFFREY W. LAMBERT, P.A	LEGAL SERVICES	MARCH 2026 002	04/08/2026	2,208.75	140108
101-42120-00304	LEGAL SERVICES	JEFFREY W. LAMBERT, P.A	LEGAL SERVICES	MARCH 2026 003	04/08/2026	807.50	140108
101-42120-00304	LEGAL SERVICES	JEFFREY W. LAMBERT, P.A	LEGAL SERVICES	MARCH 2026 004	04/08/2026	1,187.50	140108
Total Department 42120 Crime Control and Investigate						4,203.75	
<b>Department: 42200 Fire</b>							
101-42200-00323	RADIO UNITS	AT&T - FIRSTNET	FD WIRELESS SERVICE	2872941104450403202	04/15/2026	362.07	140153
101-42200-00323	FD RADIO SERVICE	HENN.CNTY.INFO.TECH.DEP	FD RADIO LEASE & SER	1000266678	04/15/2026	1,014.36	140183
101-42200-00404	CREW CARWASH	BANK OF AMERICA	FD CHARGES - MARCH 2	MARCH 2026	04/15/2026	43.40	140157
101-42200-00434	Training and schools	NORTH MEMORIAL	VARIANCE 3/19/2026	198018	04/15/2026	200.00	140209
101-42200-00499	AMAZON	BANK OF AMERICA	FD CHARGES - MARCH 2	MARCH 2026	04/15/2026	17.51	140157
Total Department 42200 Fire						1,637.34	
<b>Department: 42400 Building Inspection</b>							
101-42400-00309	BLDG.INSPECTION SERVICES	METRO WEST INSPECTION S	2026 FEBRUARY INSPEC	4958	04/08/2026	6,536.29	140119
Total Department 42400 Building Inspection						6,536.29	
<b>Department: 43100 Streets</b>							
101-43100-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	28622/1	04/08/2026	22.96	140102
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	28646/1	04/08/2026	71.77	140102
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	NAPA AUTO PARTS-LONG LA	SUPPLIES	646472	04/08/2026	13.20	140121
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	NAPA AUTO PARTS-LONG LA	SUPPLIES	646466	04/08/2026	43.98	140121
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	NAPA AUTO PARTS-LONG LA	SUPPLIES - SHOP	646616	04/08/2026	76.72	140121
101-43100-00240	SMALL TOOLS AND MINOR EQUIP	GOPHER ACE TRU VALUE	SUPPLIES	28679/1	04/15/2026	36.38	140180
101-43100-00241	SAFETY EQUIP/TESTINGS	AMAZON CAPITAL SERVICES	PERSONAL PROTECTION	1VPF-HM7C-6P6D	04/15/2026	57.47	140151
101-43100-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	302.84	140183
101-43100-00404	BATTERY REPLACEMENT	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	231.67	140183
101-43100-00404	REPAIRS/MAINT - MACHIN/EQUIP	VARNER MOBILE SERVICES,	LABOR ON SINGLE AXLE	11188	04/08/2026	1,880.00	140143
101-43100-00433	DUES, LICENSING & SEMINARS	SAFEASSURE CONSULTANTS	SAFETY TRAINING	4011	04/15/2026	1,200.00	140217
Total Department 43100 Streets						3,936.99	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 101 GENERAL FUND</b>							
<b>Department: 43300 Engineering</b>							
101-43300-00433	DUES, LICENSING & SEMINARS	SAFEASSURE CONSULTANTS	SAFETY TRAINING	4011	04/15/2026	371.48	140217
101-43300-00499	STAR TRIBUNE KELLY SUBSCRIPTION	ELAN-CARDMEMBER SERVICE	CC CHARGES	MARCH 2026	04/15/2026	62.27	140177
Total Department 43300 Engineering						433.75	
<b>Department: 45200 Parks</b>							
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	28681/1	04/15/2026	104.55	140180
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	28637/1	04/08/2026	28.98	140102
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	28619/1	04/08/2026	15.58	140102
101-45200-00210	OPERATING SUPPLIES (GENERAL)	INNOVATIVE OFFICE SOLUT	PW SUPPLIES	5089189	04/08/2026	84.14	140107
101-45200-00222	REPAIR & MAINT - EQUIP	CUSHMAN MOTOR COMPANY,	PARTS	213515	04/08/2026	178.49	140094
101-45200-00222	REPAIR & MAINT - EQUIP	NAPA AUTO PARTS-LONG LA	AIR FILTERS - PARKS	647081	04/15/2026	35.46	140207
101-45200-00241	SAFETY EQUIP/TESTINGS	AMAZON CAPITAL SERVICES	PERSONAL PROTECTION	1VPF-HM7C-6P6D	04/15/2026	57.48	140151
101-45200-00241	SAFETY EQUIP/TESTINGS	BABB, ZACHARY	REIMBURSE SAFETY EQ	04132026	04/15/2026	35.99	140154
101-45200-00241	SAFETY EQUIP/TESTINGS	USA BLUE BOOK	SAFETY GEAR	01011418	04/08/2026	190.14	140142
101-45200-00309	CONTRACTUAL SERVICES	BABCOCK, MERRILY	MAPLE TREE TAPPING	04092026	04/15/2026	2,000.00	140155
101-45200-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	302.84	140183
101-45200-00404	BATTERY REPLACEMENT	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	231.67	140183
101-45200-00415	DEPOT BIFFS	LRS PORTABLE OF MINNESO	DEPOT SERVICE	295803	04/15/2026	225.00	140197
101-45200-00433	DUES, LICENSING & SEMINARS	SAFEASSURE CONSULTANTS	SAFETY TRAINING	4011	04/15/2026	1,500.00	140217
101-45200-00437	LEVY PAYMENT	LMCD	2026 Q2 LEVY PAYMENT	2026Q2WAYZ	04/15/2026	10,771.25	140194
Total Department 45200 Parks						15,761.57	
<b>Department: 49200 Miscellaneous Allocations</b>							
101-49200-00212	MOTOR FUELS	LUBE TECH	DIESEL EXHAUST FLUID	4121119	04/08/2026	190.14	140114
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	27735764	04/08/2026	1,602.02	140116
101-49200-00212	FUEL	MANSFIELD OIL COMPANY	FUEL	27787542	04/15/2026	1,412.66	140198
101-49200-00212	Motor Fuels	WAYZATA BP	NON OXY FUEL	1025219	04/08/2026	110.01	140146
Total Department 49200 Miscellaneous Allocations						3,314.83	
Total Fund 101 GENERAL FUND						108,274.89	
<b>Fund: 233 LAKEFRONT IMPROVE</b>							
<b>Department: 40000 General Department</b>							
233-40000-00499	GO DADDY YAGER SUBSCRIPTION	ELAN-CARDMEMBER SERVICE	CC CHARGES	MARCH 2026	04/15/2026	239.76	140177
Total Department 40000 General Department						239.76	
Total Fund 233 LAKEFRONT IMPROVE						239.76	
<b>Fund: 235 CABLE TV</b>							
<b>Department: 40000 General Department</b>							
235-40000-00304	LEGAL FEES	COZEN O'CONNOR	MEDIACOM FRANCHISE	25473918	04/15/2026	4,448.00	140172
Total Department 40000 General Department						4,448.00	
Total Fund 235 CABLE TV						4,448.00	
<b>Fund: 305 DOWNTOWN TIF DISTRICT 6</b>							
<b>Department: 40000 General Department</b>							
305-40000-00302	FINANCIAL CONSULTANT SERVICES	ABDO LLP	FINANCIAL CONSULTANT	521509	04/08/2026	174.18	140075
Total Department 40000 General Department						174.18	
Total Fund 305 DOWNTOWN TIF DISTRICT 6						174.18	
<b>Fund: 310 SUPERIOR/LAKE REALIGNMENT</b>							
<b>Department: 40000 General Department</b>							
310-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR	INTEREST-2020B GO R	103930	04/15/2026	8,650.00	140163

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 310 SUPERIOR/LAKE REALIGNMENT</b>							
<b>Department: 40000 General Department</b>							
310-40000-00621	FISCAL AGENTS FEES	BOND TRUST SERVICES COR	FISCAL AGENT FEE - 2	104181	04/15/2026	237.50	140164
						Total Department 40000 General Department	8,887.50
						Total Fund 310 SUPERIOR/LAKE REALIGNMENT	8,887.50
<b>Fund: 316 BAY CENTER TIF #5</b>							
<b>Department: 40000 General Department</b>							
316-40000-00301	FINANCIAL CONSULTANT SERVICES	ABDO LLP	FINANCIAL CONSULTANT	521509	04/08/2026	174.17	140075
						Total Department 40000 General Department	174.17
						Total Fund 316 BAY CENTER TIF #5	174.17
<b>Fund: 404 PARK AND TRAIL CIP</b>							
<b>Department: 40000 General Department</b>							
404-40000-00309	TREE REMOVAL	GRIZZLY TREE CARE	STUMP GRINDING	02586	04/15/2026	3,324.00	140182
404-40000-00309	KLAPPRICH PLAYGROUND - FINAL	MIDWEST PLAYSAPES INC.	INSTALLATION OF PLAY	11139I	04/15/2026	13,672.25	140204
404-40000-00309	TREE REMOVAL	PRO-TREE OUTDOOR SERVIC	TREE REMOVAL	297	04/15/2026	5,103.96	140214
404-40000-00309	TREE REMOVAL	PRO-TREE OUTDOOR SERVIC	TREE REMOVAL	1517	04/15/2026	1,125.00	140214
404-40000-00309	TREE REMOVAL	PRO-TREE OUTDOOR SERVIC	STUMP GRINDING	110006508	04/15/2026	644.49	140214
						Total Department 40000 General Department	23,869.70
						Total Fund 404 PARK AND TRAIL CIP	23,869.70
<b>Fund: 409 EQUIP REVOLVING</b>							
<b>Department: 40000 General Department</b>							
409-40000-00540	RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	786.86	140183
409-40000-00540	EQUIPMENT	MARCO	CITY HALL PRINTER	15075025	04/15/2026	10,947.00	140199
409-40000-00540	STREET STRIPING GUN	SHERWIN-WILLIAMS CO.	LINESTRIPER	63129147730326	04/15/2026	10,252.21	140218
						Total Department 40000 General Department	21,986.07
<b>Department: 42200 Fire</b>							
409-42200-00540	FD RADIO LEASE	HENN.CNTY.INFO.TECH.DEP	FD RADIO LEASE & SER	1000266678	04/15/2026	968.43	140183
						Total Department 42200 Fire	968.43
						Total Fund 409 EQUIP REVOLVING	22,954.50
<b>Fund: 610 WATER FUND</b>							
<b>Department: 40000 General Department</b>							
610-40000-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	OFFICE SUPPLIES	461057231001	04/08/2026	50.85	140124
610-40000-00210	Operating Supplies (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	28644/1	04/08/2026	37.78	140102
610-40000-00241	SAFETY EQUIP/TESTINGS	AMAZON CAPITAL SERVICES	PERSONAL PROTECTION	1VPF-HM7C-6P6D	04/15/2026	57.48	140151
610-40000-00242	WELL & F.P. EQUIPMENT	GRAINGER, INC.	PARTS	9876514804	04/15/2026	450.24	140181
610-40000-00301	FINANCIAL CONSULTANT SERVICES	ABDO LLP	FINANCIAL CONSULTANT	521509	04/08/2026	45.83	140075
610-40000-00301	AUDITING AND ACCT G SERVICES	LB CARLSON LLP	PROGRESS BILLING - M	255203	04/15/2026	3,405.50	140191
610-40000-00309	WATER ANALYSIS	BLOOMINGTON, CITY OF	WATER TESTING	26363	04/15/2026	84.00	140161
610-40000-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365	5315896	04/15/2026	195.00	140196
610-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	6030841	04/08/2026	37.80	140103
610-40000-00321	TELEPHONE	CADY BUSINESS TECHNOLOG	PHONE SERVICE	119667	04/15/2026	201.22	140168
610-40000-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	131.87	140183
610-40000-00404	BATTERY REPLACEMENT	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	231.67	140183
610-40000-00405	MAINT/REPLAC - SYSTEM	FERGUSON WATERWORKS #25	HYDRANT GREASE	0562286	04/08/2026	65.72	140099
610-40000-00405	Maint/Replac - System	FERGUSON WATERWORKS #25	HYDRANT PARTS	0562285	04/08/2026	467.97	140099
610-40000-00405	LASALLE WM REPAIR	WATER CONSERVATION SERV	WATER LEAK LOCATE	150631	04/15/2026	435.20	140224
610-40000-00433	DUES, LICENSING & SEMINARS	RAILROAD MANAGEMENT CO.	2026/2027 WATER PIPE	545987	04/08/2026	458.76	140129

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<b>Fund: 610 WATER FUND</b>							
<b>Department: 40000 General Department</b>							
610-40000-00433	DUES, LICENSING & SEMINARS	SAFEASSURE CONSULTANTS	SAFETY TRAINING	4011	04/15/2026	650.00	140217
610-40000-00611	BOND INTEREST	BOND TRUST SERVICES COR	INTEREST-2017A GO R	103929	04/15/2026	21,150.00	140162
Total Department 40000 General Department						28,156.89	
<b>Department: 49100 Capital</b>							
610-49100-00309	PLC UPGRADE - WTP#2	QUALITY FLOW SYSTEMS, I	REPLACEMENT OF PLC	50770	04/15/2026	22,788.00	140216
Total Department 49100 Capital						22,788.00	
Total Fund 610 WATER FUND						50,944.89	
<b>Fund: 620 SEWER FUND</b>							
<b>Department: 40000 General Department</b>							
620-40000-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	LAUNDRY DETERGENT	28633/1	04/08/2026	29.99	140102
620-40000-00241	SAFETY EQUIP/TESTINGS	AMAZON CAPITAL SERVICES	PERSONAL PROTECTION	1VPF-HM7C-6P6D	04/15/2026	57.47	140151
620-40000-00301	FINANCIAL CONSULTANT SERVICES	ABDO LLP	FINANCIAL CONSULTANT	521509	04/08/2026	45.83	140075
620-40000-00301	AUDITING AND ACCT G SERVICES	LB CARLSON LLP	PROGRESS BILLING - M	255203	04/15/2026	2,085.00	140191
620-40000-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365	5315896	04/15/2026	195.00	140196
620-40000-00313	MONTHLY LOCATES	GOPHER STATE ONE CALL	LOCATES	6030841	04/08/2026	37.80	140103
620-40000-00321	TELEPHONE	CADY BUSINESS TECHNOLOG	PHONE SERVICE	119667	04/15/2026	201.22	140168
620-40000-00323	RADIO UNITS	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	131.87	140183
620-40000-00386	SEWER SERVICE	METROPOLITAN COUNCIL	SEWER SERVICE	0001204487	04/08/2026	60,757.89	140120
620-40000-00404	BATTERY REPLACEMENT	HENN.CNTY.INFO.TECH.DEP	PW RADIO LEASE & SER	1000266675	04/15/2026	231.66	140183
620-40000-00433	DUES, LICENSING & SEMINARS	SAFEASSURE CONSULTANTS	SAFETY TRAINING	4011	04/15/2026	650.00	140217
Total Department 40000 General Department						64,423.73	
Total Fund 620 SEWER FUND						64,423.73	
<b>Fund: 630 MOTOR VEHICLE</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
630-00000-34111	MOTOR VEHICLE COMMISSIONS	LOKEN, TIMOTHY	REFUND MV OVERPAYMEN	0233577	04/08/2026	42.50	140113
Total Department 00000 ALL DEPARTMENTS						42.50	
<b>Department: 40000 General Department</b>							
630-40000-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	PAPER PLATES/BOWLS/P	1HNM-FJVW-CDL4	04/15/2026	23.61	140151
630-40000-00301	AUDITING AND ACCT G SERVICES	LB CARLSON LLP	PROGRESS BILLING - M	255203	04/15/2026	139.00	140191
630-40000-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365	5315896	04/15/2026	227.00	140196
630-40000-00321	TELEPHONE	CADY BUSINESS TECHNOLOG	PHONE SERVICE	119667	04/15/2026	46.44	140168
630-40000-00361	GENERAL LIABILITY INS	LEAGUE OF MN CITIES INS	DEDUCTIBLE - 2/23/26	10387	04/15/2026	5,000.00	140192
Total Department 40000 General Department						5,436.05	
Total Fund 630 MOTOR VEHICLE						5,478.55	
<b>Fund: 640 LIQUOR</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
640-00000-21500	ACCRUED INTEREST PAYABLE	BOND TRUST SERVICES COR	INTEREST-2020B GO R	103930	04/15/2026	14,127.50	140163
Total Department 00000 ALL DEPARTMENTS						14,127.50	
<b>Department: 47000 Off-Sale</b>							
640-47000-00210	MATS	CINTAS CORPORATION	KITCHEN SUPPLIES	4264343812	04/08/2026	38.17	140090
640-47000-00210	MATS	CINTAS CORPORATION	KITCHEN SUPPLIES	4265136509	04/15/2026	38.17	140170
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & WINE	0210853800	04/08/2026	801.00	140084
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0210933100	04/15/2026	779.97	140158
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126218920	04/08/2026	1,771.94	140087
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126302725	04/15/2026	67.27	140167

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 640 LIQUOR</b>							
<b>Department: 47000 Off-Sale</b>							
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & BEER	1016674	04/08/2026	5,412.10	140109
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2990196	04/08/2026	349.65	140109
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	1022354	04/15/2026	3,706.50	140189
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & BEER	5150691	04/15/2026	751.50	140213
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	5146783	04/08/2026	593.35	140127
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2739444	04/08/2026	4,813.63	140133
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2741990	04/15/2026	2,884.05	140219
640-47000-00251	LIQUOR FOR RESALE	VINOPIA	LIQUOR	0392037	04/08/2026	216.50	140145
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	437471	04/15/2026	81.00	140226
640-47000-00252	WINE	BOURGET IMPORTS	WINE	226189	04/15/2026	464.00	140165
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126218920	04/08/2026	14.74	140087
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126218922	04/08/2026	1,120.00	140087
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126218923	04/08/2026	168.00	140087
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126302725	04/15/2026	0.24	140167
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126302724	04/15/2026	128.00	140167
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126302723	04/15/2026	1,241.20	140167
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	SPARKLING WATER & WI	1016675	04/08/2026	1,388.60	140109
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	1022355	04/15/2026	1,204.00	140189
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	113032	04/15/2026	599.96	140193
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1723982	04/15/2026	604.02	140201
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1722729	04/08/2026	420.00	140118
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	1722704	04/08/2026	648.00	140118
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	267868	04/08/2026	220.00	140122
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	267767	04/08/2026	776.00	140122
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	268322	04/15/2026	592.00	140208
640-47000-00252	WINE RESALE	PAUSTIS WINE COMPANY	WINE & NA WINE	291259	04/15/2026	631.00	140211
640-47000-00252	WINE RESALE	PAUSTIS WINE COMPANY	WINE & NA WINE	290779	04/08/2026	200.00	140125
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	MIX & WINE	5150692	04/15/2026	180.00	140213
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	GINGER BEER & WINE	5146784	04/08/2026	1,352.00	140127
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2739445	04/08/2026	1,721.00	140133
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2741990	04/15/2026	22.45	140219
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE - CRED	9685982	04/15/2026	(12.00)	140219
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE - CRED	9675731	04/15/2026	(36.00)	140219
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE - CRED	9680442	04/15/2026	(240.00)	140219
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2741991	04/15/2026	4,043.31	140219
640-47000-00252	WINE	VINOPIA	WINE	113032	04/08/2026	599.96	140145
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	437471	04/15/2026	1,024.00	140226
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	436876	04/08/2026	2,086.00	140147
640-47000-00252	WINE	WINE MERCHANT	WINE & NA WINE	7558503	04/08/2026	1,848.00	140148
640-47000-00252	WINE	WINE MERCHANT	WINE	7559362	04/15/2026	10,224.85	140227
640-47000-00252	WINE RESALE	Z WINES USA LLC	WINE	28441	04/08/2026	272.00	140150
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3642200	04/08/2026	323.80	140078
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER-CREDIT	447900	04/15/2026	(9.24)	140152
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3844108	04/15/2026	449.95	140152
640-47000-00253	BEER FOR RESALE	BACK CHANNEL BREWING CO	BEER & THC PRODUCTS	3541	04/15/2026	122.00	140156
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	126301511	04/15/2026	1,566.20	140166
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	126301512	04/15/2026	38.30	140166
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER-CREDIT	RMA366977606	04/15/2026	(92.25)	140166
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER-CREDIT	RMA366977262	04/15/2026	(15.38)	140166
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER-CREDIT	RMA366977611	04/15/2026	(7.70)	140166
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER-CREDIT	RMA366977590	04/15/2026	(5.27)	140166
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	126219617	04/08/2026	3,517.50	140086

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 640 LIQUOR</b>							
<b>Department: 47000 Off-Sale</b>							
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	126219618	04/08/2026	276.90	140086
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER-CREDIT	RMA366946485	04/08/2026	(13.85)	140086
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER-CREDIT	RMA366946486	04/08/2026	(87.75)	140086
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER-CREDIT	RMA366946484	04/08/2026	(19.92)	140086
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	3272081	04/15/2026	2,200.50	140169
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER - CREDIT	3272078	04/15/2026	(83.33)	140169
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	3268959	04/08/2026	1,557.95	140088
640-47000-00253	BEER	CLEAR RIVER BEVERAGE CO	BEER	853674	04/08/2026	280.50	140091
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2731676	04/08/2026	711.95	140095
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2737213	04/08/2026	534.00	140095
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	2737820	04/15/2026	218.45	140174
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	916959	04/15/2026	132.00	140185
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	914644	04/08/2026	154.20	140106
640-47000-00253	BEER FOR RESALE	INSIGHT BREWING COMPANY	BEER	30646	04/15/2026	119.90	140187
640-47000-00253	BEER FOR RESALE	JOHNSON BROS.-ST.PAUL	LIQUOR & BEER	1016674	04/08/2026	495.00	140109
640-47000-00253	BEER	MODIST BREWING CO. LLC	BEER & THC PRODUCTS	66194	04/15/2026	120.00	140205
640-47000-00253	BEER FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & BEER	5150691	04/15/2026	108.00	140213
640-47000-00253	BEER	PRYES BREWING COMPANY L	BEER	119322	04/15/2026	162.42	140215
640-47000-00253	BEER	STEEL TOE BREWING	BEER	65439	04/08/2026	104.00	140134
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & WINE	0210853800	04/08/2026	96.00	140084
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0210933100	04/15/2026	11.51	140158
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	MIX	0110998400	04/15/2026	367.38	140158
640-47000-00254	SOFT DRINKS/MIX FOR RESALE/NA BEE	BREAKTHRU BEVERAGE	NA BEER	126301513	04/15/2026	34.00	140166
640-47000-00254	SOFT DRINKS/MIX FOR RESALE/NA BEE	BREAKTHRU BEVERAGE	NA BEER	126219619	04/08/2026	446.85	140086
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE MN	MIX	126218921	04/08/2026	52.14	140087
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	NA BEER	3272079	04/15/2026	49.40	140169
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	MIX	3268958	04/08/2026	41.00	140088
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	JOHNSON BROS.-ST.PAUL	SPARKLING WATER & WI	1016675	04/08/2026	162.00	140109
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PAUSTIS WINE COMPANY	WINE & NA WINE	291259	04/15/2026	232.00	140211
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PAUSTIS WINE COMPANY	WINE & NA WINE	290779	04/08/2026	160.00	140125
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	MIX & WINE	5150692	04/15/2026	348.70	140213
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	GINGER BEER & WINE	5146784	04/08/2026	44.74	140127
640-47000-00254	ICE	SHAMROCK GROUP	ICE	72-02819	04/08/2026	114.15	140131
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE & NA WINE	7558503	04/08/2026	112.00	140148
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CIGARS	420862	04/08/2026	2,112.63	140115
640-47000-00257	THC PRODUCTS	ARTISAN BEER COMPANY	THC PRODUCTS	3842201	04/08/2026	64.25	140078
640-47000-00257	THC PRODUCTS	ARTISAN BEER COMPANY	THC PRODUCTS	3844109	04/15/2026	467.80	140152
640-47000-00257	THC PRODUCTS	BACK CHANNEL BREWING CO	BEER & THC PRODUCTS	3541	04/15/2026	68.00	140156
640-47000-00257	THC PRODUCTS	BELLBOY BAR SUPPLY CORP	THC PRODUCTS	0300841100	04/15/2026	195.00	140158
640-47000-00257	THC PRODUCTS	CAPITOL BEVERAGE SALES	THC PRODUCTS	3272080	04/15/2026	320.00	140169
640-47000-00257	THC PRODUCTS	DAHLHEIMER DISTRIBUTING	THC PRODUCTS	2731675	04/08/2026	204.50	140095
640-47000-00257	THC PRODUCTS	GLOBAL RESERVE DISTRIBU	THC PRODUCT	24643	04/08/2026	608.00	140101
640-47000-00257	THC PRODUCTS	GLOBAL RESERVE DISTRIBU	THC PRODUCT	24852	04/15/2026	299.00	140179
640-47000-00257	THC PRODUCTS	HOHENSTEINS INC.	THC PRODUCTS	917152	04/15/2026	58.80	140185
640-47000-00257	THC PRODUCTS	HOHENSTEINS INC.	THC PRODUCTS	914994	04/08/2026	132.00	140106
640-47000-00257	THC PRODUCTS	MODIST BREWING CO. LLC	BEER & THC PRODUCTS	66194	04/15/2026	72.80	140205
640-47000-00257	THC PRODUCTS	MOONLIGHT MN	THC PRODUCTS	655	04/15/2026	680.00	140206
640-47000-00257	THC PRODUCTS	ON POINT FORAGING LLC	THC PRODUCTS	2301	04/15/2026	300.00	140210
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & WINE	0210853800	04/08/2026	9.90	140084
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	THC PRODUCTS	0300841100	04/15/2026	4.95	140158
640-47000-00259	FREIGHT	BOURGET IMPORTS	WINE	226189	04/15/2026	7.50	140165
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126218922	04/08/2026	11.60	140087

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 640 LIQUOR</b>							
<b>Department: 47000 Off-Sale</b>							
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126218923	04/08/2026	1.45	140087
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	MIX	126218921	04/08/2026	1.45	140087
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126302724	04/15/2026	1.45	140167
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	126302723	04/15/2026	10.39	140167
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	FREIGHT CREDIT	414639708	04/15/2026	(4.35)	140167
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & BEER	1016674	04/08/2026	57.97	140109
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	SPARKLING WATER & WI	1016675	04/08/2026	28.12	140109
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2990196	04/08/2026	10.50	140109
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	1022355	04/15/2026	12.58	140189
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	1022354	04/15/2026	28.12	140189
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	113032	04/15/2026	9.00	140193
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1723982	04/15/2026	4.50	140201
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1722729	04/08/2026	1.50	140118
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	1722704	04/08/2026	6.00	140118
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	267868	04/08/2026	5.00	140122
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	267767	04/08/2026	10.00	140122
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	268322	04/15/2026	10.00	140208
640-47000-00259	FREIGHT	PAUSTIS WINE COMPANY	WINE & NA WINE	291259	04/15/2026	15.00	140211
640-47000-00259	FREIGHT	PAUSTIS WINE COMPANY	WINE & NA WINE	290779	04/08/2026	7.50	140125
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	MIX & WINE	5150692	04/15/2026	5.92	140213
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & BEER	5150691	04/15/2026	7.40	140213
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	GINGER BEER & WINE	5146784	04/08/2026	42.92	140127
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	5146783	04/08/2026	7.52	140127
640-47000-00259	FREIGHT	SHAMROCK GROUP	ICE	72-02819	04/08/2026	4.00	140131
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	LIQUOR & WINE	2739445	04/08/2026	13.01	140133
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	LIQUOR & WINE	2739444	04/08/2026	33.92	140133
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2570906	2240	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2683878	6079	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2550834	1587	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2485685	49045	04/15/2026	(0.04)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2455979	48062	04/15/2026	(0.05)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2689230	6333	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2573350	2671	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2731794	8011	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2483076	48961	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2707805	7051	04/15/2026	(1.28)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2697282	6445	04/15/2026	(0.01)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	CREDIT 2580962	2865	04/15/2026	(1.28)	140219
640-47000-00259	FREIGHT	SOUTHERN GLAZER `S	LIQUOR & WINE	2741991	04/15/2026	38.83	140219
640-47000-00259	FREIGHT	VINOCOPIA	WINE	113032	04/08/2026	9.00	140145
640-47000-00259	FREIGHT	VINOCOPIA	LIQUOR	0392037	04/08/2026	5.00	140145
640-47000-00259	FREIGHT	WINE COMPANY	WINE	437471	04/15/2026	19.35	140226
640-47000-00259	FREIGHT	WINE COMPANY	WINE	436876	04/08/2026	28.30	140147
640-47000-00259	FREIGHT	WINE MERCHANT	WINE & NA WINE	7558503	04/08/2026	5.92	140148
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7559362	04/15/2026	50.44	140227
640-47000-00259	FREIGHT	Z WINES USA LLC	WINE	28441	04/08/2026	5.00	140150
640-47000-00301	FINANCIAL CONSULTANT SERVICES	ABDO LLP	FINANCIAL CONSULTANT	521509	04/08/2026	18.33	140075
640-47000-00301	AUDITING AND ACCT G SERVICES	LB CARLSON LLP	PROGRESS BILLING - M	255203	04/15/2026	1,042.50	140191
640-47000-00311	DATA PROCESSING	LOFFLER COMPANIES, INC.	CITY MICROSOFT 365	5315896	04/15/2026	227.00	140196
640-47000-00321	TELEPHONE	AT&T - FIRSTNET	LQ SQUARE SERVICE	2873584960560403202	04/08/2026	50.53	140081
640-47000-00321	TELEPHONE	CADY BUSINESS TECHNOLOG	PHONE SERVICE	119667	04/15/2026	61.91	140168
640-47000-00384	STORE	REPUBLIC SERVICES	SOLID WASTE & RECYCL	MARCH 2026	04/08/2026	150.00	140130

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 640 LIQUOR</b>							
<b>Department: 47000 Off-Sale</b>							
640-47000-00497	NCR YAGER CC FEES	ELAN-CARDMEMBER SERVICE CC CHARGES		MARCH 2026	04/15/2026	114.00	140177
Total Department 47000 Off-Sale						78,711.81	
<b>Department: 48000 On-Sale</b>							
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		927619	04/08/2026	40.22	140126
640-48000-00210	BAR SUPPLIES	SUNBURST CHEMICALS, INC SUPPLIES		0071052	04/08/2026	154.65	140136
640-48000-00210	BAR SUPPLIES	SUNBURST CHEMICALS, INC SUPPLIES		0071047	04/08/2026	260.08	140136
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP BAR SUPPLIES		0010660248	04/08/2026	150.34	140138
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP BAR SUPPLIES		0040227927	04/08/2026	112.84	140138
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP BAR SUPPLIES		0010659437	04/08/2026	157.69	140138
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP BAR SUPPLIES		0010661208	04/15/2026	210.39	140220
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY KITCHEN & BAR SUPPLI		1089356	04/08/2026	333.66	140140
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY KITCHEN & BAR SUPPLI		1090837	04/15/2026	95.44	140221
640-48000-00210	BAR SUPPLIES	US FOODS FOOD		3451741	04/15/2026	46.19	140223
640-48000-00251	LIQUOR FOR RESALE	BREAKTHRU BEVERAGE MN LIQUOR & WINE		126302677	04/08/2026	228.00	140087
640-48000-00251	LIQUOR FOR RESALE	BREAKTHRU BEVERAGE MN LIQUOR & WINE		126436719	04/15/2026	228.00	140167
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		927619	04/08/2026	115.71	140126
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		922463	04/08/2026	36.82	140126
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		935585	04/15/2026	38.12	140212
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP, FOOD		930523	04/15/2026	134.60	140212
640-48000-00251	LIQUOR	US FOODS FOOD		3331407	04/15/2026	159.72	140223
640-48000-00251	LIQUOR	US FOODS FOOD		3451741	04/15/2026	192.57	140223
640-48000-00251	LIQUOR	US FOODS FOOD		3258759	04/15/2026	60.70	140223
640-48000-00251	LIQUOR	US FOODS FOOD		3140900	04/08/2026	164.49	140141
640-48000-00252	WINE FOR RESALE	BREAKTHRU BEVERAGE MN LIQUOR & WINE		126302677	04/08/2026	240.70	140087
640-48000-00252	WINE FOR RESALE	BREAKTHRU BEVERAGE MN LIQUOR & WINE		126436719	04/15/2026	298.15	140167
640-48000-00252	WINE FOR RESALE	WINE MERCHANT WINE		7557195	04/08/2026	917.20	140148
640-48000-00252	WINE FOR RESALE	WINE MERCHANT WINE		7559599	04/15/2026	509.68	140227
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE BEER		126435663	04/15/2026	556.00	140166
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE BEER		126302598	04/08/2026	765.00	140086
640-48000-00253	BEER FOR RESALE	BREAKTHRU BEVERAGE BEER		126303312	04/08/2026	96.60	140086
640-48000-00253	BEER FOR RESALE	CAPITOL BEVERAGE SALES BEER		3272516	04/15/2026	614.00	140169
640-48000-00253	BEER FOR RESALE	DAHLHEIMER DISTRIBUTING BEER		2743546	04/15/2026	884.65	140174
640-48000-00253	BEER FOR RESALE	DAHLHEIMER DISTRIBUTING BEER		2742913	04/15/2026	729.00	140174
640-48000-00253	BEER FOR RESALE	MODIST BREWING CO. LLC BEER		65531	04/15/2026	340.00	140205
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		927619	04/08/2026	252.25	140126
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		935585	04/15/2026	113.25	140212
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP, FOOD		930523	04/15/2026	51.78	140212
640-48000-00254	MISC.BEV.	US FOODS FOOD		3331407	04/15/2026	389.64	140223
640-48000-00254	MISC.BEV.	US FOODS FOOD		3451741	04/15/2026	260.83	140223
640-48000-00254	MISC.BEV.	US FOODS FOOD		3258759	04/15/2026	69.31	140223
640-48000-00254	MISC.BEV.	US FOODS FOOD		3140900	04/08/2026	69.31	140141
640-48000-00301	FINANCIAL CONSULTANT SERVICES	ABDO LLP FINANCIAL CONSULTANT		521509	04/08/2026	18.33	140075
640-48000-00301	AUDITING AND ACCT G SERVICES	LB CARLSON LLP PROGRESS BILLING - M		255203	04/15/2026	1,042.50	140191
640-48000-00311	DATA PROCESSING	LOFFLER COMPANIES, INC. CITY MICROSOFT 365		5315896	04/15/2026	195.00	140196
640-48000-00321	TELEPHONE	CADY BUSINESS TECHNOLOG PHONE SERVICE		119667	04/15/2026	108.35	140168
640-48000-00340	ADVERTISING	WAYZATA LIONS ADVERTISING		04092026	04/15/2026	75.00	140225
640-48000-00384	BAR	REPUBLIC SERVICES SOLID WASTE & RECYCL		MARCH 2026	04/08/2026	1,732.08	140130
640-48000-00409	REPAIRS/MAINT BUILDINGS	ENVIRO-MASTER SERVICES DRAIN MAINTENANCE		MIN-235949	04/15/2026	52.69	140178
640-48000-00409	REPAIRS/MAINT BUILDINGS	ENVIRO-MASTER SERVICES DRAIN MAINTENANCE		MIN-235318	04/08/2026	52.69	140097
640-48000-00409	REPAIRS/MAINT BUILDINGS	ENVIRO-MASTER SERVICES DRAIN MAINTENANCE		MIN-234783	04/08/2026	52.69	140097
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC. BEER LINES CLEANED		550394	04/08/2026	160.00	140137

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 640 LIQUOR</b>							
<b>Department: 48000 On-Sale</b>							
640-48000-00621	FISCAL AGENTS FEES	BOND TRUST SERVICES COR	FISCAL AGENT FEE - 2	104181	04/15/2026	237.50	140164
						Total Department 48000 On-Sale	13,804.41
<b>Department: 48500 Kitchen</b>							
640-48500-00210	OPERATING SUPPLIES (GENERAL)	CINTAS - OHIO	MUNI FIRST AID SUPPL	5327167310	04/08/2026	80.47	140089
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4264343812	04/08/2026	673.17	140090
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4265136509	04/15/2026	673.17	140170
640-48500-00210	SUPPLIES	CULLIGAN-METRO	SUPPLIES	101X41305403	04/08/2026	361.08	140093
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		927619	04/08/2026	396.34	140126
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		922463	04/08/2026	136.22	140126
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		935585	04/15/2026	117.39	140212
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP, FOOD		930523	04/15/2026	152.84	140212
640-48500-00210	KITCHEN SUPPLIES	SUNBURST CHEMICALS, INC	SUPPLIES	0071052	04/08/2026	600.08	140136
640-48500-00210	KITCHEN SUPPLIES	SUNBURST CHEMICALS, INC	SUPPLIES	0071047	04/08/2026	723.31	140136
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	1089356	04/08/2026	873.97	140140
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	1090837	04/15/2026	852.25	140221
640-48500-00210	KITCHEN SUPPLIES	US FOODS	FOOD	3451741	04/15/2026	71.52	140223
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4264343812	04/08/2026	102.11	140090
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4265136509	04/15/2026	102.11	140170
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE FOOD		65738	04/15/2026	131.72	140175
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE FOOD		65453	04/15/2026	127.29	140175
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE FOOD		65132	04/08/2026	136.14	140096
640-48500-00255	FOODINGREDIENTS FOR RESALE	DENNY'S 5TH AVENUE BAKE FOOD		64985	04/08/2026	140.67	140096
640-48500-00255	FOOD	KARLSBURGER FOODS, INC. FOOD		009105183	04/08/2026	235.95	140111
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD-CREDIT		918004	04/08/2026	(24.58)	140126
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD-CREDIT		924448	04/08/2026	(196.46)	140126
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD-REBATE		RCR50826000319	04/08/2026	(2,236.21)	140126
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		927619	04/08/2026	4,806.48	140126
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		928400	04/08/2026	129.87	140126
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		922463	04/08/2026	1,847.68	140126
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		935585	04/15/2026	3,206.78	140212
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP, FOOD		930523	04/15/2026	1,299.66	140212
640-48500-00255	FOOD	US FOODS	FOOD	3331407	04/15/2026	2,820.72	140223
640-48500-00255	FOOD	US FOODS	FOOD	3451741	04/15/2026	3,765.99	140223
640-48500-00255	FOOD	US FOODS	FOOD	3258759	04/15/2026	3,001.71	140223
640-48500-00255	FOOD	US FOODS	FOOD	3140900	04/08/2026	4,456.67	140141
640-48500-00255	FOOD	US FOODS	FOOD	4797771	04/08/2026	1,491.47	140141
640-48500-00255	FOOD	US FOODS	FOOD - CREDIT	5904504	04/08/2026	(147.03)	140141
640-48500-00255	FOOD	US FOODS	FOOD	5868487	04/08/2026	78.09	140141
640-48500-00255	FOOD	US FOODS	FOOD	3066243	04/08/2026	63.19	140141
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C20778899	04/15/2026	77.31	140173
						Total Department 48500 Kitchen	31,129.14
						Total Fund 640 LIQUOR	137,772.86
<b>Fund: 650 SOLID WASTE</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
650-00000-20818	COUNTY REFUSE TAX	HENNEPIN COUNTY PUBLIC	15.5% SOLID WASTE TA	MARCH 2026	04/08/2026	3,044.88	140105
						Total Department 00000 ALL DEPARTMENTS	3,044.88
<b>Department: 47500 Garbage</b>							
650-47500-00384	LABOR	REPUBLIC SERVICES	SOLID WASTE & RECYCL	MARCH 2026	04/08/2026	12,650.30	140130
650-47500-00386	DISPOSAL	REPUBLIC SERVICES	SOLID WASTE & RECYCL	MARCH 2026	04/08/2026	4,375.21	140130

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
<b>Fund: 650 SOLID WASTE</b>							
<b>Department: 47500 Garbage</b>							
						Total Department 47500 Garbage	17,025.51
<b>Department: 47600 Recycling</b>							
650-47600-00309	RECYCLING	REPUBLIC SERVICES	SOLID WASTE & RECYCL	MARCH 2026	04/08/2026	7,736.19	140130
						Total Department 47600 Recycling	7,736.19
<b>Department: 47800 Organics</b>							
650-47800-00384	ORGANICS	REPUBLIC SERVICES	SOLID WASTE & RECYCL	MARCH 2026	04/08/2026	7,762.37	140130
650-47800-00386	ORGANICS DISPOSAL	REPUBLIC SERVICES	SOLID WASTE & RECYCL	MARCH 2026	04/08/2026	82.12	140130
						Total Department 47800 Organics	7,844.49
						Total Fund 650 SOLID WASTE	35,651.07
<b>Fund: 670 STORMWATER</b>							
<b>Department: 40000 General Department</b>							
670-40000-00409	CB REPAIR - MARGARET CIRCLE	ESS BROTHERS & SONS INC	STREET PARTS	GG1470	04/08/2026	493.00	140098
						Total Department 40000 General Department	493.00
						Total Fund 670 STORMWATER	493.00
<b>Fund: 802 ESCROW PROJECTS</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
802-00000-20944	1022 GARDNER ST ESCROW	JOHNSON, FRED	ESCROW REFUND - 1022	1022 GARDNER	04/08/2026	2,005.00	140110
802-00000-20957-200-5	565 FERNDALE ROAD WEST SUBDIVISIO	BEST & FLANAGAN	565 FERNDALE RD W -	669161FERN	04/08/2026	300.00	140085
802-00000-20957-200-6	1022 WAYZATA BLVD LAMBORGHINI	BEST & FLANAGAN	1022/1042 WAYZATA BL	669161LAMBO	04/08/2026	2,175.00	140085
802-00000-20957-200-7	GLEA HAVEN 2ND ADDITION SUBDIVISI	BEST & FLANAGAN	121 GLEAHAVEN RD/190	669161GLEA	04/08/2026	1,125.00	140085
						Total Department 00000 ALL DEPARTMENTS	5,605.00
						Total Fund 802 ESCROW PROJECTS	5,605.00

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number	
--- TOTALS BY FUND ---								
		101	GENERAL FUND			108,274.89		
		233	LAKEFRONT IMPROVE			239.76		
		235	CABLE TV			4,448.00		
		305	DOWNTOWN TIF DISTRICT 6			174.18		
		310	SUPERIOR/LAKE REALIGNMENT			8,887.50		
		316	BAY CENTER TIF #5			174.17		
		404	PARK AND TRAIL CIP			23,869.70		
		409	EQUIP REVOLVING			22,954.50		
		610	WATER FUND			50,944.89		
		620	SEWER FUND			64,423.73		
		630	MOTOR VEHICLE			5,478.55		
		640	LIQUOR			137,772.86		
		650	SOLID WASTE			35,651.07		
		670	STORMWATER			493.00		
		802	ESCROW PROJECTS			5,605.00		
		Total For All Funds:					469,391.80	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

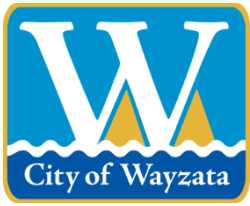
GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
<b>Fund: 101 GENERAL FUND</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL - 3/22-04/04	04102026		232,844.20	4728
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL TAXES - 3/22	04/10/2026		78,229.81	4729
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL HSA DEPOSITS	04-10-2026		10,673.48	4730
101-00000-21704	PERA	PERA	PERA - PAYROLL - 3/2	04102026		48,566.13	4738
101-00000-21705	NATIONWIDE RETIREMENT - ROTH	NATIONWIDE RETIREMENT	EMPLOYEE PR DEPOSITS	04102026ROTH		2,891.66	4736
101-00000-21705	NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	EMPLOYEE PR DEPOSITS	04102026		3,572.83	4737
101-00000-21706	HEALTH INSURANCE	HEALTHPARTNERS	HEALTH INS. - APRIL	792236949409		97,597.70	4712
101-00000-21711	LONG TERM DISABILITY INSURANCE	SUN LIFE ASSURANCE COMP	LTD INSURANCE	APRIL 2026		890.54	4713
101-00000-21712	MSRS - POST EML. HEALTH SAVING	MN STATE RETIREMENT SYS	MSRS - 3/22-04/04/2	04102026		1,607.06	4735
101-00000-21714	SUPPLEMENTAL LIFE INSURANCE	THE STANDARD	BASIC AND SUPPLEMENT	APRIL 2026		1,189.80	4739
101-00000-21716	BASIC LIFE INSURANCE	THE STANDARD	BASIC AND SUPPLEMENT	APRIL 2026		147.25	4739
101-00000-21716	FD PERSONNEL EXPENSE	THE STANDARD	BASIC AND SUPPLEMENT	APRIL 2026		69.12	4739
101-00000-21717	DENTAL INS.	DELTA DENTAL OF MINNESO	DENTAL INS. APRIL 20	0002113606		3,538.10	4715
101-00000-21719	MISSION SQUARE DEFFERED COMP	MISSION SQUARE RETIREME	EMPLOYEE DEFFERED CO	04102026		1,040.00	4732
101-00000-21722	VISION INSURANCE	EYEMED VISION CARE	VISION INSURANCE - A	167268857		180.86	4740
Total Department 00000 ALL DEPARTMENTS						483,038.54	
<b>Department: 41500 Administration &amp; Finance</b>							
101-41500-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT FEES	04/02/2026		31.05	4718
Total Department 41500 Administration & Finance						31.05	
<b>Department: 41910 Community Development</b>							
101-41910-00304	LEGAL FEES	SIMPLIFILE	ABSTRACT - 230 CENTR	WAYZATA WOODS		51.25	4719
Total Department 41910 Community Development						51.25	
<b>Department: 41940 Building Operations &amp; Maint.</b>							
101-41940-00381	SERVICE	XCEL ENERGY	SERVICE	04132026		282.63	4742
Total Department 41940 Building Operations & Maint.						282.63	
<b>Department: 42100 Police</b>							
101-42100-00130	EMPLOYER PAID INS	DELTA DENTAL OF MINNESO	DENTAL INS. APRIL 20	0002113606		114.84	4715
101-42100-00130	EMPLOYER PAID INS	HEALTHPARTNERS	HEALTH INS. - APRIL	792236949409		3,402.10	4712
Total Department 42100 Police						3,516.94	
<b>Department: 45203 Boulevard Maint. And lighting</b>							
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	04022026		5,974.92	4721
Total Department 45203 Boulevard Maint. And lighting						5,974.92	
Total Fund 101 GENERAL FUND						492,895.33	
<b>Fund: 610 WATER FUND</b>							
<b>Department: 40000 General Department</b>							
610-40000-00381	SERVICE	XCEL ENERGY	SERVICE	04132026		2,226.72	4742
Total Department 40000 General Department						2,226.72	
Total Fund 610 WATER FUND						2,226.72	
<b>Fund: 630 MOTOR VEHICLE</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04022026		217,685.99	4720
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04102026		60,362.18	4741
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04132026		535,188.01	4743
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04092026		157,791.45	4731
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04072026		274,895.27	4726

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
<b>Fund: 630 MOTOR VEHICLE</b>							
<b>Department: 00000 ALL DEPARTMENTS</b>							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04082026		260,425.39	4727
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04032026		11,335.06	4724
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04062026		394,381.09	4725
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04012026		157,964.40	4716
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	04102026		160.00	4733
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	04/10/2026		4,368.00	4734
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	04032026		3,792.50	4722
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	04/03/2026		85.00	4723
Total Department 00000 ALL DEPARTMENTS						2,078,434.34	
Total Fund 630 MOTOR VEHICLE						2,078,434.34	
<b>Fund: 640 LIQUOR</b>							
<b>Department: 48000 On-Sale</b>							
640-48000-00497	CREDIT CARD FEES	AUTHNET	ON LINE PAYMENT FEES	04022026		31.65	4717
Total Department 48000 On-Sale						31.65	
Total Fund 640 LIQUOR						31.65	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			492,895.33	
		610	WATER FUND			2,226.72	
		630	MOTOR VEHICLE			2,078,434.34	
		640	LIQUOR			31.65	
		Total For All Funds:				2,573,588.04	



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.c
<b>TITLE:</b> Approval of Municipal Licenses	
<b>PROPOSED MOTION:</b> To Approve the Municipal Licenses as Attached	
<b>PREPARED BY:</b> Jenny Myhran, PT Administrative Assistant/Records Specialist	
<b>REVIEWED BY:</b> Kathy Leervig, City Clerk, Aurora Yager, City Manager	

**ACTION REQUESTED:**

Staff recommends the approval of the Municipal Licenses.

**FINANCIAL OR BUDGET CONSIDERATION:**

Not applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

Not applicable.

**BACKGROUND:**

Not applicable.

**ATTACHMENTS:**

1. List of Municipal Licenses for City Council Approval

**04/21/2026**

**LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL**

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

**Annual On-Sale Club Licenses & Sunday On-Sale Club License 5/1/2026 to 4/30/2027**

American Legion 118 DBA "Ernest Aselton Post"	949 Wayzata Boulevard East
Wayzata Country Club DBA "Wayzata Country Club"	200 Wayzata Boulevard West
Woodhill Country Club Inc. DBA "Woodhill Country Club"	200 Woodhill Road

**Annual On-Sale Intoxicating Liquor & Sunday On-Sale Intoxicating Liquor License 5/1/2026 to 4/30/2027**

Baja Haus, LLC DBA Baja Haus	830 Lake Street East
Bob and Weave LLC DBA 6 Smith	294 Grove Lane East
Bohland Hotel Group LLC DBA Hotel Landing Belle and Grey Restaurant	925 Lake Street East
CoV Entertainment LLC DBA CoV Wayzata	700 Lake Street East
Double Black Diamond Inc. DBA Red Cow	881 Lake Street
Gianni's LLC DBA Gianni's Steakhouse	635 Lake Street East
McCormick Hospitality Group, LLC DBA McCormick's	331 Broadway Avenue South
Sakana Sushi Inc. DBA Sakana	683 Lake Street East
Shake and Bake LLC DBA Benedict's	845 Lake Street East
The Grocer's Table LLC DBA The Grocer's Table & Eloise	326 Broadway Ave S
Sushi Fix Holdings LLC DBA Sushi Fix	862 Lake St E
Z&H Boatworks LLC DBA Macanda	294 Grove Lane Ste W180
Z&H Lake Restaurant LLC DBA Josefina	739 Lake Street East
Wayzata Bar & Grill	747 Mill Street

**Annual On-Sale Wine & On-Sale 3.2% Malt Beverage Licenses 5/1/2026 to 4/30/2027**

Civitali Restaurant Group DBA Punch Neapolitan Pizza	1313 Wayzata Boulevard East, Suite 100
Homan Corporation DBA Maggie's Restaurant	844 Lake Street East
My Burger LLC DBA My Burger	1330 Wayzata Blvd
Wayzata Jade Inc. DBA Jade Fountain Chinese Restaurant	838 Lake Street East

**Annual Off-Sale 3.2 Percent Malt Liquor License 5/1/2026 to 4/30/2027**

Holiday Stationstores LLC DBA Holiday Stationstore	1325 Wayzata Blvd E
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**Annual Off-Sale Wine Intoxicating Liquor & Sunday Off-Sale Intoxicating Liquor License 5/1/2026 to 4/30/2027**

Wayzata Wine & Spirits	747 Mill Street
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**LIST OF MUNICIPAL LICENSES THAT HAVE BEEN APPROVED ADMINISTRATIVELY**

**2026 Tree Removal & Treatment Licenses**

Dise Tree Service	Milaca, MN
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## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.d
<b>TITLE:</b> Receipt of Police Activity Report	
<b>PROPOSED MOTION:</b> NA	
<b>PREPARED BY:</b> Lauren Tholen, Police Records	
<b>REVIEWED BY:</b> Jamie Baker, Chief of Police, Aurora Yager, City Manager	

**ACTION REQUESTED:**

The attached March 2026 Police Activity Report is for informational purposes only.

**FINANCIAL OR BUDGET CONSIDERATION:**

Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

Not Applicable.

**BACKGROUND:**

Not Applicable.

**ATTACHMENTS:**

1. March 2026 - Activity Report

## WAYZATA POLICE DEPARTMENT-MARCH ACTIVITY REPORT

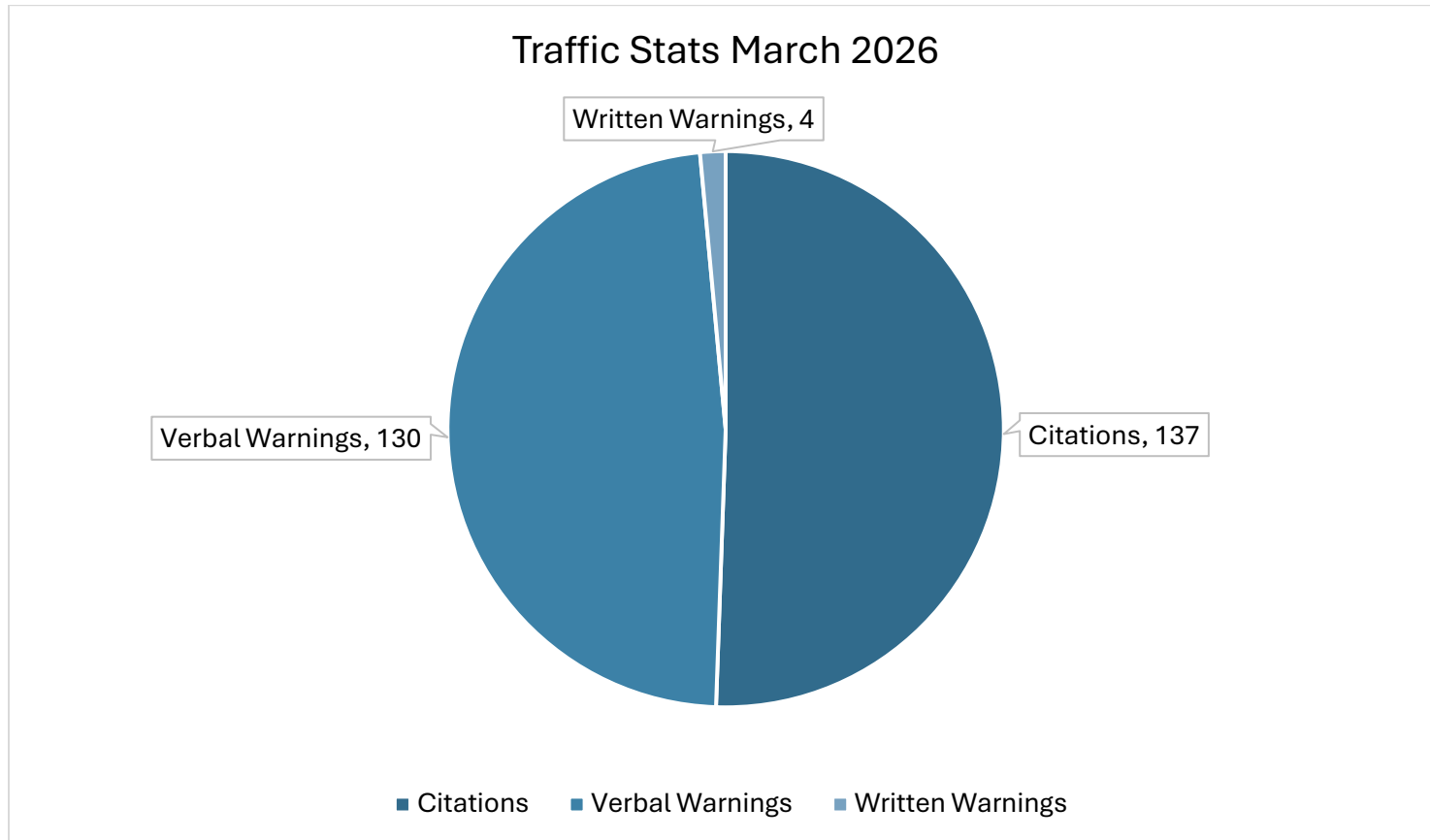
ICR	Title	Block #	Street Name	City	Reported Date	Summary Contains
26001486	Traffic Offense	1200	Wayzata Blvd	Wayzata	3/3/2026	A 52-year-old female from Young America was arrested for Driving After Cancellation - Inimical to Public Safety (Can-IPS) after a traffic stop investigation that stemmed from a Flock hit on a vehicle's registered owner being Can-IPS (the suspect). The vehicle's license plates were impounded for destruction and the suspect was transported to Hennepin County ADC for in-custody booking.
26001572	Identity Theft	100	Promenade Ave	Wayzata	3/6/2026	Report a Verizon Wireless account opened in the reporting party's name, fraudulent charges on a credit card, and four attempts to open loans. Incident under investigation.
26001610	Shots Heard	400	Dexter Dr	Long Lake	3/8/2026	Report received of a single shot heard in the area. No issues or suspicious activity located upon checking, no addition calls.
26001616	Traffic/Driving Complaint		Lake Street & Walker Ave	Wayzata	3/8/2026	Report of three loud Corvettes travelling northbound. Vehicles were gone upon arrival and unable to be located in the area.
26001617	Traffic/Driving Complaint		Ferndale Rd & Lake Street	Wayzata	3/8/2026	Report of a Corvette speeding at listed intersection. Officers arrived on scene and could not locate the vehicle in the area.
26001666	Forgery	300	Glenmoor Ln	Long Lake	3/10/2026	Facebook account hacked, being used by hacker to sell items and scam buyers. Referred to FBI IC3, no monetary loss.
26001699	Financial Transaction Card Fraud	2400	Industrial Blvd	Long Lake	3/11/2026	Credit cards stolen from other jurisdiction used at gas station. Total reported loss of \$1729.75. Incident is under investigation.
26001753	Theft	1800	Wayzata Blvd E	Long Lake	3/13/2026	Report of possible shoplifting. Suspect contact lead to unfounded shoplifting results, with a trespass notice issued.
26001757	Fraud	200	Central Ave S	Wayzata	3/14/2026	A victim reported fraudulent charges for services from a medical provider. Incident under investigation.
26001766	Harassment	500	Maple Sq	Wayzata	3/14/2026	Report of an ex-partner that was harassing family members. Ex-partner was advised by police to cease contact.
26001804	Theft	1100	Wayzata Blvd E	Wayzata	3/16/2026	Reported theft of prescriptions from unoccupied vehicle. Closed due to no investigative leads.

## WAYZATA POLICE DEPARTMENT-MARCH ACTIVITY REPORT

26001828	Fraud	200	Lakeview Ave	Long Lake	3/17/2026	Fraudulent report of a suspect imperpersonating a Hennepin County Sergeant on a phone call who demanded payment for citations for missed jury duty. \$6000 paid electronically to suspect by the victim. Incident under investigation.
26001839	Warrant	300	Lakeview Ave	Long Lake	3/17/2026	A 24-year-old male from Brooklyn Center arrested on a Flock hit for a KOPS alert out of Minneapolis for probable cause 2nd degree assault charges. The male was transferred Hennepin County ADC, where Minneapolis PD took custody of their suspect.
26001846	Fraud	1900	Wayzata Blvd E	Wayzata	3/18/2026	Loss of \$596,590.68 reported by business in phishing scam. Funds later returned after reported to FBI IC3 by business.
26001902	Disturbance / Ordinance	100	Broadway Ave	Wayzata	3/19/2026	Complaint of afterhours construction. Officers advised construction workers of ordinance hours.
26001924	Theft	1400	Wayzata Blvd E	Wayzata	3/20/2026	Report of a past action theft of tires discovered by business several days later. Incident under investigation.
26001959	Criminal Damage to Property	900	Wayzata Blvd E	Wayzata	3/21/2026	Property damage of a public bathroom's stall divider at restaurant. Incident under investigation.
26001961	Disturbance	600	Rice Street E	Wayzata	3/21/2026	BNSF train reported as being stopped behind callers residence overnight with engine on. Referred to BSNF.
26001984	Trespass	100	Wayzata Blvd W	Wayzata	3/22/2026	Report of four juveniles behind an abandoned building. Officers located the juveniles who admitted they had gone into the building. The juveniles were trespassed and their parents were contacted.
26001993	Warrant	600	Bushaway Rd	Wayzata	3/23/2026	Officer contact made with a 45-year old male from Maple Plain who was walking in the roadway in the dark. The male was found to have an outstanding probation violation warrant and was placed under arrest. He was then transferred into custody of Wright County Sheriff's Office.
26002131	Assault	100	Central Ave	Wayzata	3/28/2026	Reported assaulted by apartment building manager. Incident under investigation.
26002136	Domestic Assault	400	Rice Street E	Wayzata	3/28/2026	A 31-year-old female from Wayzata was arrested for domestic assault by strangulation, threats of violence, and 911 interference. The suspect was transported to Hennepin County ADC for in-custody charging.
26002149	Traffic Stop / Juvenile Issue	300	Wayzata Blvd E	Wayzata	3/29/2026	Two juveniles stopped for being on off-road motobikes. Advised to return home.

## WAYZATA POLICE DEPARTMENT-MARCH ACTIVITY REPORT

26002150	Fire	100	Ridgeview Dr	Wayzata	3/29/2026	Large fire reported. Party advised of DNR restrictions (red flag in effect).
26002176	Disturbance / Juvenile Issue		Harrington Dr & Watertown Rd	Long Lake	3/30/2026	Reported disturbance of a group of eight juveniles on e-bikes not following road/bike regulations, crossing in front of vehicles etc. Officers located group who began to flee and ultimately made contact with two of the riders and their parents, advising of future consequences and safety issues.



## WAYZATA POLICE DEPARTMENT-MARCH ACTIVITY REPORT

Non-Criminal Activity	March 2026
VANDALISM/PROPERTY DAMAGE	1
MISSING ANIMAL	1
MISSING/LOST PROPERTY	3
FOUND ANIMAL	1
FOUND PROPERTY	6
PIMV	1
PDMV	12
H & R PDMV	2
PDMV & DEER	1
FALL/CUT	3
OTHER FIRE/SMOKE	2
FIRE ALARM	3
GAS LEAK/SMELL	2
HAZ ROAD CONDITION	5
SUICIDE ATTEMPT	1
SUDDEN DEATH	1
OTHER MEDICAL	60
MEDICAL ALARM	3
72 HOUR HOLD / EMERGENCY HOLD	1
WELFARE CHECK - ADULT	11
MENTAL HEALTH ISSUE	3
INFO REC'D	17
VERBAL DOMESTIC	1
CIVIL MATTER	6
TRESPASS WARN/ORDER	4
DISTURBANCE/FIGHT/LOUD PARTY/HARASSMENT	14
RECEIVE COURT ORDER/OFP	5
SUSPICION	16
OPEN DOOR/WINDOW	4

## WAYZATA POLICE DEPARTMENT-MARCH ACTIVITY REPORT

SCAM/FRAUD ATTEMPT	5
SHOTS FIRED	1
MISC. JUVENILE PROBLEM	5
DRIVING/TRAFFIC COMPLAINT	15
PARKING COMPL	7
HOUSE/BUSINESS CHECKS	68
RECORD CHECKS	28
OTHER PERMITS	3
FIREARM PERMIT	2
HC SHERIFFS PERMIT TO CARRY	21
SOLICITOR PERMIT	1
OTHER ORD VIOL (JUNK CARS, ETC)	1
PUBLIC NUISANCE	1
BURNING VIOLATION	2
NOISE VIOLATION	1
ANIMAL COMPLAINT/CHECK	14
DISPATCH ANIMAL	2
PATROL REQUEST	1
POLICE ESCORT/STAND-BY	1
ADULT PROTECTION ASSIST	3
MOTORIST ASSIST/STALL	24
UTILITY PROBLEM	4
PUBLIC ASSIST	21
LOCKOUT	2
BUSINESS ALARM	9
CO2 ALARM	1
HOME ALARM	11
911 HANG-UP	7
ASSIST OTHER DEPT	34
WARRANT/ATTEMPT/ARREST	3

## WAYZATA POLICE DEPARTMENT-MARCH ACTIVITY REPORT

TRAFFIC CONTROL / DIRECT ENFORCEMENT	8
GENERAL PATROL TIME	3
SPECIAL DETAIL	1
SEX OFFENDER/POR INFO/CHECKS	1
SRO DUTIES	26
SRO MEETING/MEDIATION	3

Criminal Activity	March 2026
ASLT 5-MS-INFLICT BD HRM-HANDS-ASLT-AC	1
TERR THREATS-INFLT BH-UNK WEAP-ADLT-ACQ	1
TERR THREATS-THRT CRM VIOL-HANDS ETC-ADLT-FAM	1
DOM ASLT-STRANGLE-SUB BOD HARM-NO WPN-ADT FAM	1
TRAFFIC-GM-OTHER-MV	1
LIQUOR - POSSESSING	1
DISTURB PEACE-GM-EMERGENCY TELEPHONE CALLS	1
PROP DAMAGE-FE-PRIVATE-UNK INTENT	1
THEFT-501-1000 DLRS GM-BLDG-OTHER	1
THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	1
THEFT-FE-THFT BY SWINDLE TRICK-2501-19999	1
THEFT-MS-SHOPLIFTING-500 DLRS OR LESS	1
CRIM AGNST GOVT-UK LEVEL-OTHER	1



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.e
<b>TITLE:</b> Receipt of Building Activity Report	
<b>PROPOSED MOTION:</b> Not Applicable	
<b>PREPARED BY:</b> Megan McCrady, Permit Technician	
<b>REVIEWED BY:</b> Aurora Yager, City Manager, Alex Sharpe, Community Development Director	

**ACTION REQUESTED:**

Not Applicable.

**FINANCIAL OR BUDGET CONSIDERATION:**

Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

The attached March 2026 Building Report is for informational purposes only.

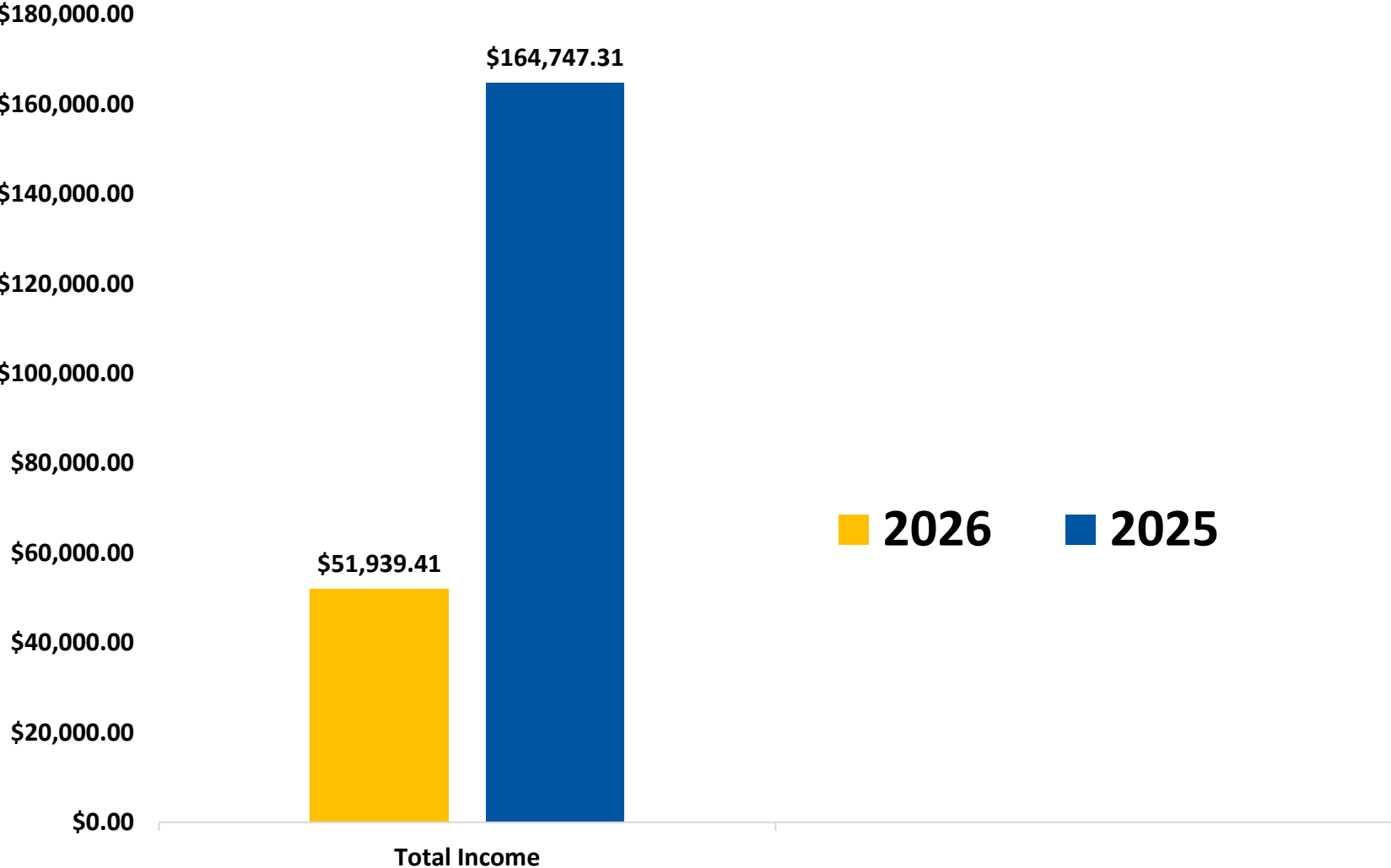
**BACKGROUND:**

Not Applicable.

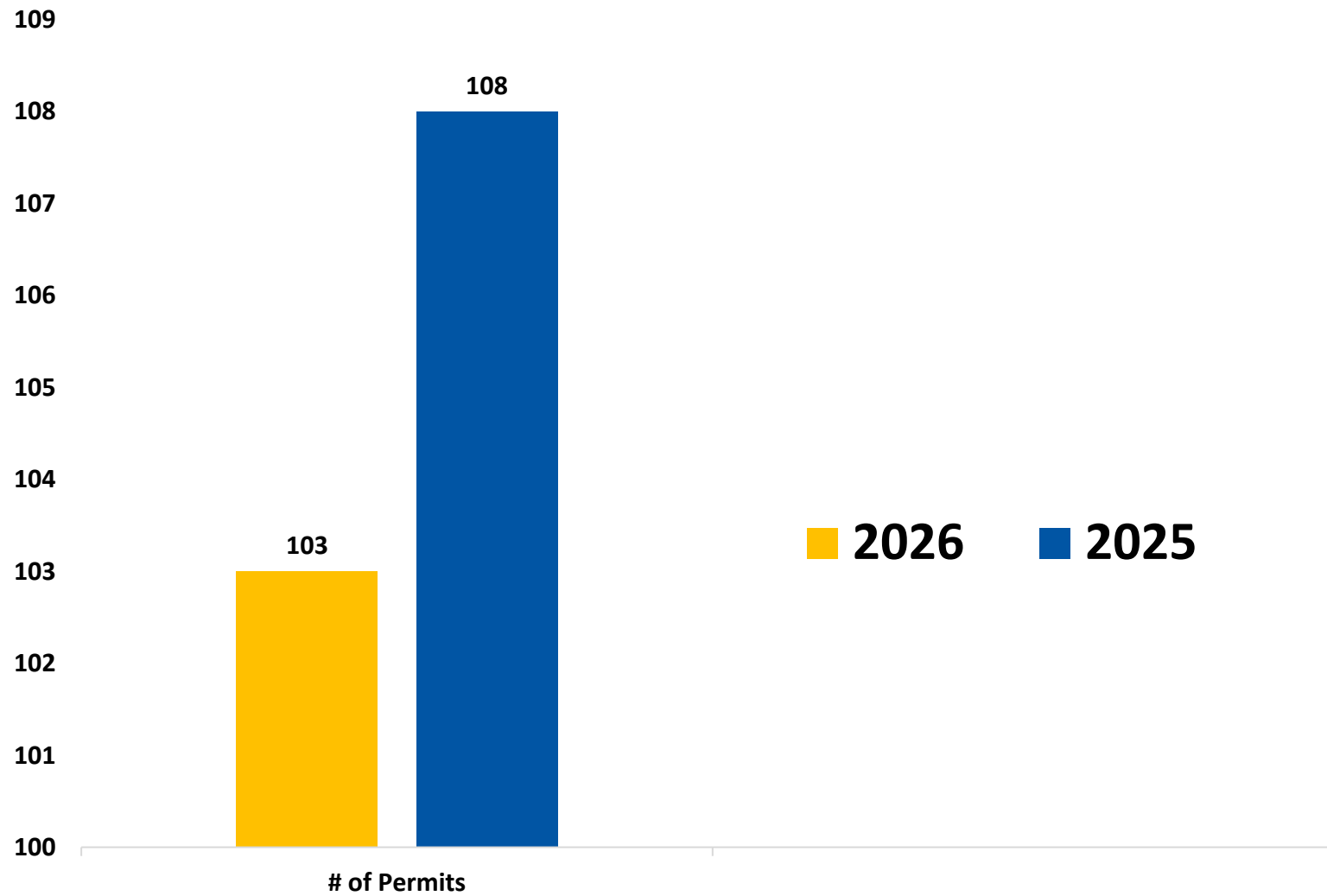
**ATTACHMENTS:**

1. Permit Report Powerpoint
2. Building Department Report

# Total Income from Permits Year to Date



# # of Permits Year to Date



# 2026

Jan-26      Feb-26      Mar-26      2026-YTD

## **BUILDING**

# OF BLDG. PERMITS	8	9	10	27
PROJECT VALUE	\$244,163.00	\$501,458.00	\$1,035,321.00	\$1,780,942.00
<b>BLDG. PERMIT FEE</b>	<b>\$3,238.13</b>	<b>\$6,523.75</b>	<b>\$8,839.00</b>	<b>\$18,600.88</b>
<b>PLAN CHECK FEE</b>	<b>\$2,104.79</b>	<b>\$3,468.85</b>	<b>\$4,950.45</b>	<b>\$10,524.09</b>

## **EXTERIOR**

# OF PERMITS	3	5	3	11
PROJECT VALUE	\$84,000.00	\$268,564.00	\$61,669.00	\$414,233.00
<b>PERMIT FEE</b>	<b>\$1,405.00</b>	<b>\$3,349.00</b>	<b>\$1,099.75</b>	<b>\$5,853.75</b>

## **MECHANICAL**

# OF PERMITS	8	18	7	33
PROJECT VALUE	\$111,619.00	\$188,332.00	\$99,755.00	\$399,706.00
<b>PERMIT FEE</b>	<b>\$2,232.38</b>	<b>\$3,835.54</b>	<b>\$1,943.01</b>	<b>\$8,010.93</b>

## **PLUMBING**

# OF PERMITS	11	7	14	32
PROJECT VALUE	\$116,545.00	\$53,479.00	\$299,998.00	\$470,022.00
<b>PERMIT FEE</b>	<b>\$2,368.30</b>	<b>\$1,114.50</b>	<b>\$5,466.96</b>	<b>\$8,949.76</b>

<b>TOTAL # OF PERMITS</b>	<b>30</b>	<b>39</b>	<b>34</b>	<b>103</b>
<b>TOTAL INCOME</b>	<b>\$11,348.60</b>	<b>\$18,291.64</b>	<b>\$22,299.17</b>	<b>\$51,939.41</b>

## **TOTAL INSPECTIONS**

BUILDING	7	22	12	41
EXTERIOR	0	2	6	8
HVAC	5	13	9	27
PLUMBING	2	12	5	19
OTHER				
<b>TOTAL # OF INSPECTION</b>	<b>14</b>	<b>49</b>	<b>32</b>	<b>95</b>

## **RENTAL**

INSPECTIONS	0	4	3	7
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# 2025

Jan-25      Feb-25      Mar-25      2025-YTD

## **BUILDING**

# OF BLDG. PERMITS	12	14	7	33.00
PROJECT VALUE	\$4,861,420.00	\$5,537,881.00	\$1,670,150.00	\$12,069,451.00
<b>BLDG. PERMIT FEE</b>	<b>\$30,116.50</b>	<b>\$32,847.25</b>	<b>\$13,729.25</b>	<b>\$76,693.00</b>
<b>PLAN CHECK FEE</b>	<b>\$19,526.99</b>	<b>\$18,139.62</b>	<b>\$6,541.12</b>	<b>\$44,207.73</b>

## **EXTERIOR**

# OF PERMITS	1	1	3	5
PROJECT VALUE	\$69,000.00	\$34,000.00	\$247,993.00	\$350,993.00
<b>PERMIT FEE</b>	<b>\$893.25</b>	<b>\$555.75</b>	<b>\$2,441.50</b>	<b>\$3,890.50</b>

## **MECHANICAL**

# OF PERMITS	12	22	8	42
PROJECT VALUE	\$348,658.00	\$167,168.00	\$1,467,701.00	\$1,983,527.00
<b>PERMIT FEE</b>	<b>\$6,523.81</b>	<b>\$3,360.86</b>	<b>\$22,858.65</b>	<b>\$32,743.32</b>

## **PLUMBING**

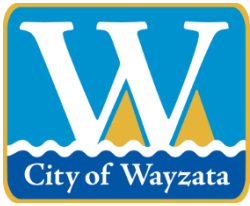
# OF PERMITS	11	6	11	28
PROJECT VALUE	\$105,744.00	\$191,093.00	\$66,775.00	\$363,612.00
<b>PERMIT FEE</b>	<b>\$2,176.90</b>	<b>\$3,622.61</b>	<b>\$1,413.25</b>	<b>\$7,212.76</b>
TOTAL # OF PERMITS	36	43	29	108
<b>TOTAL INCOME</b>	<b>\$59,237.45</b>	<b>\$58,526.09</b>	<b>\$46,983.77</b>	<b>\$164,747.31</b>

## **TOTAL INSPECTIONS**

BUILDING	33	38	48	119
EXTERIOR	5	13	10	28
HVAC	18	38	19	75
PLUMBING	16	22	19	57
OTHER				
<b>TOTAL # OF INSPECTION</b>	<b>72</b>	<b>111</b>	<b>96</b>	<b>279</b>

## **RENTAL**

INSPECTIONS	13	45	77	135
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## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.f
<b>TITLE:</b> Approval of Professional Services Agreement with Brunken Consulting, LLC for Temporary Communications Support	
<b>PROPOSED MOTION:</b> Approval of Professional Services Agreement with Brunken Consulting, LLC for Temporary Communications Support	
<b>PREPARED BY:</b> Aurora Yager, City Manager	
<b>REVIEWED BY:</b>	

**ACTION REQUESTED:**

Staff recommends approval of the Professional Services Agreement with Brunken Consulting as presented.

**FINANCIAL OR BUDGET CONSIDERATION:**

The part-time, temporary assistance provided by Brunken Consulting is expected to last about 16 weeks. Based on the contract and an estimated 10 hours of support per week, the total cost is projected to be \$5,800 per month. The Agreement authorizes a not to exceed amount of \$29,000.

This estimated cost is about \$3,300 less than what the City budgeted for the Communications Coordinator position over the same period.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

Not Applicable.

**BACKGROUND:**

Based on the City Manager's appointment and other recent turnover, the Administration Department currently has vacancies in the Deputy City Manager, HR Generalist, and Communications Coordinator positions. While these vacancies will be filled, there is an immediate need for day-to-day operational support that cannot be effectively absorbed by the City Manager or other existing staff.

Based on staggering recruitment timelines for the positions listed above, the Communications Coordinator position may be filled in mid to late August. This creates a gap of approximately 16 weeks during which temporary communications support is needed. Based on the Agreement and Proposal included below, Brunken Consulting would provide approximately 10 hours of support per week to assist with the following functions:

- Wayzata Weekly
- Portal Newsletter
- Social media posts
- Website updates

**ATTACHMENTS:**

1. City of Wayzata Professional Services Contract - Temporary Communications Support

**CITY OF WAYZATA  
PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY  
COMMUNICATIONS SUPPORT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective April 22, 2026 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Brunken Consulting, LLC (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

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

**I. SCOPE OF SERVICES AND DELIVERABLES**

Contractor will provide the professional services and deliverables (collectively, the “Services”) that are described in the Proposal attached hereto as Attachment A (the “Statement of Work”), according to the project team, project scope, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

**II. PROJECT REPRESENTATIVES**

- A. City’s main point of contact shall be the City Manager.
- B. Contractor’s main point of contact for the Services shall be Michelle Brunken.

**III. COMPENSATION AND BILLING**

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor a rate of \$5,800 per month with a total not to exceed \$29,000, which shall constitute full compensation for all Services to be provided by the Contractor under this Agreement. The fee shall be paid as described on the Statement of Work after the completion of all of the Services associated with each installment in accordance with the terms hereof.

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

**IV. CHANGE OF SCOPE OF SERVICES**

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

**V. INSURANCE**

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

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

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

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

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

## **VI. INDEPENDENT CONTRACTOR RELATIONSHIP**

City and Contractor agree that Contractor is an "independent contractor" and not an employee of City. Contractor shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Services. Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by City with respect to payments to Contractor, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. Contractor shall not be entitled to any benefits from City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

## VII. USE OF CITY EQUIPMENT AND TECHNOLOGY

- A. Provision of Equipment.** City will provide Contractor with certain equipment, including but not limited to a laptop computer, peripherals, and access to City of Wayzata software, systems, and networks (“Company Equipment”) for the sole purpose of performing services under this Agreement.
- B. Permitted Use.** Contractor agrees to use Company Equipment exclusively for business purposes related to this Agreement and in a reasonable, careful, and lawful manner. Contractor shall not use Company Equipment for personal use or for the benefit of any third party without prior written consent from City.
- C. Compliance with Policies.** Contractor agrees to comply with the City’s Technology Policy. Contractor acknowledges receipt of such policy and agrees that compliance is a condition of this Agreement.
- D. Security and Protection.** Contractor shall take all reasonable measures to safeguard Company Equipment and any data accessed or stored on such equipment, including maintaining passwords, preventing unauthorized access, and promptly reporting any loss, theft, or security incident to City.
- E. No Ownership Rights.** All Company Equipment remains the sole and exclusive property of City at all times. Contractor shall have no right, title, or interest in or to the Company Equipment, except as expressly provided in this Agreement.
- F. Return of Equipment.** Upon the earlier of (i) termination or expiration of this Agreement, or (ii) City’s written request, Contractor shall promptly return all Company Equipment to City in good working condition, reasonable wear and tear excepted. Contractor shall not retain any copies of City data or software following return of the equipment.
- G. Costs for Damage or Loss.** Contractor may be held responsible for the cost of repair or replacement of Company Equipment that is lost, stolen, or damaged due to Contractor’s negligence, misuse, or failure to comply with this Agreement.

## VIII. TERMINATION

This Agreement shall continue in effect until terminated by either party upon such party giving the other no less than 30 days prior written notice of termination. The City will pay in full for all hours used in production of communications services until the termination date. Termination of this Agreement for any reason shall not affect any provision of this Agreement that by its nature is intended to survive termination.

## IX. OTHER TERMS

- A. Entire Agreement; Amendments.** This Agreement and the attachments referenced herein represent the entire agreement between Contractor and City. Any terms in attachments which conflict with the main body of this Agreement shall be limited, controlled and superseded by the terms in the main body of this Agreement. This

Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by City and Contractor.

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

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

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

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

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

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

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

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

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

To Contractor:  
Brunken Consulting, LLC  
17200 14th Ave N  
Plymouth, MN 55447  
Attention: Michelle Brunken

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

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

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

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

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

**CITY:**

City of Wayzata, a Minnesota Municipal corporation

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

**CONTRACTOR:**

Brunken Consulting, an LLC in the state of Minnesota

By: \_\_\_\_\_  
Michelle Brunken, Principal

## ATTACHMENT A

### STATEMENT OF WORK AND EXPECTATIONS

#### **The essentials — \$5,800 per month; 40 hours (~10 hours per week)**

*This rate is below the city's usual investment for a full-time comms. role, with about \$900 remaining across contract period to flex if more support is needed for a special project or during a particularly busy week.*

- **Outcome:** Alleviate City Manager workload, fill gap until full-time comms. role is hired and ultimately help new hire quickly ramp up to lead below channels.
  
- **Scope of work:**
  - Learn tools/templates via short tutorials
  - Write, edit, route to City Manager for approval and publish the following:
    - Wayzata Weekly e-newsletter every Friday
    - Portal Monthly by the 20<sup>th</sup> of every month
    - Social posts weekly
    - Website updates as needed
  - If time available after accomplishing above, will work on priority projects (City and Contractor to identify together on rolling basis)
  - Additional hours per week or special projects to be negotiated separately and confirmed in writing as addendum to contract

Transition documentation and onboarding for above channels for new communications hire.

#### **Expectations**

Consultant responsibilities:

- Uphold high standards of consistent, high quality, timely work
- Foster a culture of trust, open collaboration and constructive feedback
- Communicate clearly and proactively about any issues, timing considerations or unexpected developments, troubleshooting with City Manager as needed
- Engage with team/staff during business hours as needed to facilitate key work, but will largely work on own schedule to complete deliverables
- Clearly communicate any scheduled time away from work

City of Wayzata responsibilities:

- Foster a culture of trust, open collaboration and constructive feedback
- Communicate clearly and proactively about any issues, timing considerations or unexpected developments, troubleshooting with consultant as needed
- Provide a contact for technology troubleshooting if needed
- Provide quick training on required tools/tech
- Provide one round of timely reviews/approvals for each deliverable draft



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.g
<b>TITLE:</b> Approval of Professional Services Agreement with VSI Professional Sound Services and Letters of Agreement with Artists for Sunday Music in the Park Series	
<b>PROPOSED MOTION:</b> To Approve the Professional Services Agreement with VSI Professional Sound Services and Letters of Agreement with Artists for Sunday Music in the Park Series	
<b>PREPARED BY:</b> Nick Kieser, Parks and Environment Planner	
<b>REVIEWED BY:</b> Mike Kelly, Public Works Director/City Engineer, Aurora Yager, City Manager	

### **ACTION REQUESTED:**

The Parks and Trails Board and staff recommend approval of the Professional Services Agreement with VSI Professional Sound Services and Letters of Agreement with Artists for Sunday Music in the Park Series.

### **FINANCIAL OR BUDGET CONSIDERATION:**

The artist fees total \$3,550, while production and equipment services from VSI Professional Sound Services cost \$4,000, for a total event expense of \$7,550. This is within the allocated budget of \$8,000, the remaining funds may be used for marketing the concerts.

### **2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

#### *Sustain Community Character & Safety*

The concert series brings together hundreds of attendees each year which adds to the community character and creates a more thriving commercial core.

### **BACKGROUND:**

Annually, the Parks and Trails Board holds the Sunday Music in the Park program at the Great Lawn. This year, the performances are planned to be held on the first four Sundays in August from 4:30 pm - 6:00 pm. The Parks and Trails Board reviewed many proposed artists to invite for the concert series. The following artists and dates were proposed by the Board and confirmed by the artists:

- August 2 - Wailing Loons
- August 9 - Salsa Del Soul
- August 16 - Potluck String Band
- August 23 - Power of 10 Quartet

Attached are the draft letters of agreement with each artist and a Professional Services Agreement with VSI Professional Sound Services for sound production.

### **ATTACHMENTS:**

1. Sunday Music in the Park Draft Agreements

**CITY OF WAYZATA  
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective April 21, 2026 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and VSI Professional Sound Services, 348 Soo Line Road Hudson, WI 54016 (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

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

**I. SCOPE OF SERVICES AND DELIVERABLES**

Contractor will provide the sound production services and deliverables (collectively, the “Services”) that are described in the proposal for the City’s 2026 Music In The Park Series, attached hereto as **Attachment A** (the “Statement of Work”), according to the scope, specifications, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

**II. PROJECT REPRESENTATIVES**

- A. City’s main point of contact shall be the City’s Parks and Environment Planner.
- B. Contractor’s main point of contact for the Services shall be Christopher Vnak.

**III. COMPENSATION AND BILLING**

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor for the charges itemized in the Statement of Work.

Contractor will invoice the City for the Services after the completion of the Services, and include with such invoice detailed descriptions of the Services provided by the Contractor to the City. For the purpose of clarity, there shall be no charges for Services for any performances that are cancelled prior to 24 hours of the scheduled performance time. City shall pay Contractor for all undisputed invoices within thirty (30) days of receipt of such invoices.

**IV. CHANGE OF SCOPE OF SERVICES**

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

**V. INSURANCE**

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

- A. General Liability.** Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. City shall be endorsed as additional insured.
- B. Automobile Liability.** If Contractor operates a motor vehicle in performing the Services under this Agreement, Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Professional (Errors and Omissions) Liability Insurance.** Contractor will maintain professional liability insurance for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. Contractor is required to carry the following minimum limits: \$1,000,000 per claim; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the Effective Date, and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.
- D. Workers' Compensation.** Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Contractor shall also carry employers' liability coverage with minimum limits as follows: (i) \$500,000 – Bodily Injury by Disease per employee; (ii) \$500,000 – Bodily Injury by Disease aggregate; and (iii) \$500,000 – Bodily Injury by Accident.

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

## **VI. INDEPENDENT CONTRACTOR RELATIONSHIP**

City and Contractor agree that Contractor is an "independent contractor" and not an employee of City. Contractor shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Services. Contractor shall be responsible for the compensation and benefits of Contractor's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to Contractor under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by City with respect to payments to Contractor, including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax. Contractor shall not be entitled to any benefits from City, including, without limitation, insurance benefits, sick and

vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

## **VII. TERMINATION**

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

## **VIII. OTHER TERMS**

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

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

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

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

negligent acts of City, its employees, officials, or agents related to the Services or this Agreement.

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

**F. Contractor's Obligations Upon Termination.** Upon the expiration or termination of this Agreement, Contractor shall furnish City with all deliverables and work in progress associated with the Services as of the effective date of termination. City shall have the unfettered right and freedom to use all such deliverables and work in progress as it sees fit, and to hire third parties to complete all outstanding Services as of the effective date of termination. In the event that the City terminates this Agreement prior to completion of the Services, or is in breach of its payment obligations, or uses the deliverables or any related documentation or materials in any manner contrary to the specifications of this Agreement, the City releases the Contractor and Contractor's subconsultant(s) from all claims and causes of action arising from such uses. In such cases only, the City, to the extent permitted by law, agrees to indemnify and hold harmless the Contractor and Contractor's subconsultant(s) from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such improper City use of the work product.

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

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

To the City:  
Wayzata City Hall  
600 East Rice Street  
Wayzata, MN 55391  
Attention: Parks and Environment  
Planner

To Contractor:  
VSI Professional Sound Services  
348 Soo Line Road  
Hudson, WI 54016  
Attention: Christopher Vnak

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

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

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

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

**M. Limitation of Liability, Consequential Damages.** The Contractor's and its employees' aggregate liability to the City for any and all claims, losses or damages arising out of any Project or this Agreement for any cause shall be an amount equal to the amount of insurance required by Article V of this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Neither the City nor the Contractor shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use and loss of profit.

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

**CITY:**

City of Wayzata, a Minnesota Municipal corporation

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

**CONTRACTOR:**

VSI Professional Sound Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A  
STATEMENT OF WORK**

VSI Professional Sound Services proposal for the City's 2026 Music In The Park Series

DRAFT



# Live Performance Production Contract

Date: 03/30/26

Customer: City of Wayzata  
Customer Address: 600 Rice Street E / Wayzata, MN. 55391  
Contact: Nick Kieser  
E-mail: nkieser@wazata.org

Event: Music in the Park 2026  
Event Date: (Sundays) 8/2, 8/9, 8/16, 8/23/2026  
Event Location: Pavillion @ The Great Lawn 851 Lake Street E / Wayzata, MN  
Event Time: 5pm to 6:30pm  
Load In Time: (Sunday) 2pm  
Production Price: \$1,000.00 per Sunday (x4) \$4,000.00

Payment Terms: 4,000.00 Balance due upon completion

**Main Stage Production Requirements:**

Concert Audio System Package (1x)Top over (1x)Bottom per side (10.8kW Stereo House)  
32Ch Digital House Mixing System  
(4-Mix) Stage Monitor Package  
Microphone Package (Microphones, Cables, Stands & Direct Boxes)  
(1x) Technician  
Delivery / Set-Up / Tear-Down

- Customer is responsible for all performers "backline" needs or rider requirements (Drums, Keyboards, Guitar Amplifiers, etc)
- Customer to provide (1x) EZ access parking spot close proximity behind stage area.
- Event cancelation within 24hrs of performance / payment is due in full
- Customer will be responsible for all security.
- Customer responsible for all inspections and permits as necessary.
- Customer will provide performer stage and tents as necessary
- Customer will provide 3 to 4 120volt electrical circuits within 50ft of stage location

Date: \_\_\_\_\_

Date: 3/30/26

City of Wayzata

VSI Productions

By: \_\_\_\_\_

Christopher J. Vnak  
By: Christopher J. Vnak

## Letter of Agreement

### City of Wayzata Sunday Music in the Park

To: *Wailing Loons*  
2748 11<sup>th</sup> Avenue South  
Minneapolis, MN 55407

From: City of Wayzata - Parks and Trails Board

Dear Wailing Loons,

We are pleased that your musical group *Wailing Loons* (“Artist”) will be performing as part of our 2026 *Sunday Music in the Park* series on August 2, 2026 from 4:30 p.m. to 6:00 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

Artist will perform for the time specified above at “The Great Lawn Park”, 851 Lake Street East, Wayzata, MN 55391 (the “Location”).

Fees:

The City of Wayzata will pay Artist \$750.00 for the Performance within 30 days after the Performance and the City’s receipt of an invoice emailed to the Parks and Environment Planner. Please include the date of performance, Artist tax ID, and contact information on the invoice. Payment will be made by check, payable to the Artist, and sent to address for Artist noted at the top of this letter.

Soundcheck and Production:

Artist musicians and any crew should arrive at the Location no later than 4:00 p.m. to set up and sound check. The City’s vendor, Twin Cities Sound, will provide production equipment as detailed on the attached Rider. Please provide Twin Cities Sound with an input list and stage plot at least one week prior to the Performance, and contact them directly with any production questions. Artist will be responsible for providing its own instruments, instrument amplifiers (if applicable), and instrument cabling (guitar cables, etc.).

Cancellations for Weather and Other Reasons.

The City reserves the right to cancel a Performance due to weather or any other reason. In such cases, the City will notify Artist prior to noon on the day of the Performance. Unless City and Artist agree otherwise, Performances cancelled due to weather or any other reason will not be rescheduled and no Fees will be paid to Artist. That said, should weather force the Performance to be cancelled by the City in the afternoon prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees. If the Performance is cancelled during the Performance, the City will pay Artist all of the Fees.

Publicity:

Artist grants the City all rights necessary to promote the Performance, including the use of Artist name/s, likenesses and promotional materials. Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

- Name of Group: Wailing Loons
- Type of music played: Americana and Folk Rock
- Group member’s names & instruments played:
- Dan Wilder – Guitar/Banjo/Vocals
- Emilie Hitch – Vocals
- Nick Neylon – Upright Bass
- Ric Lee – Fiddle
- Matthew Marshall – Drums
- Laura Fritz – Clogging Board/Ukulele

Other Contract Terms:

The terms and conditions on the attached rider are included and made a part of our agreement.

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by June 1, 2026.

Artist Signature:

\_\_\_\_\_

Thank you very much. We look forward to seeing you this summer!  
Sincerely,

Nick Kieser, AICP

City of Wayzata Parks and Environment Planner  
nkieser@wayzata.org | 952-404-5313  
600 Rice St E | Wayzata, MN 55391  
www.wayzata.org

City of Wayzata

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

VSI Professional Sound Services Sound Production Rider

Twin Cities Sound will provide the following staging and sound system for the Performance:

- Concert Audio System Package (1x) Top Over (1x) Bottom per Side (10.8kW Stereo House)
- 32Ch Digital House Mixing System
- (4-Mix) Stage Monitor Package
- Microphone Package (Microphones, Cables, Stands and Direct Boxes)
- (1x) Technician
- Delivery / Set-Up / Tear-Down

Provided Artist arrives at the scheduled time, Artist will be given a sound check, as well as a live audio engineer to operate the console for the entire performance.

If you have questions about equipment, please contact Chris Vnak, VSI Professional Sound Services.

Chris Vnak  
VSI Professional Sound Services  
348 Soo Line Road  
Hudson, WI 54016  
chrisv@metrosoundlighting.com  
(651) 755-8234

DRAFT

Other Contract Terms:

- A. Entire Agreement; Amendments. The letter to which this is attached, along with the technical rider, represent the entire agreement between Artist and City (“Agreement”). This Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by City and Artist.
- B. Assignability. The rights and obligations of Artist under this Agreement shall not be assignable or transferable without the prior written approval of the City.
- C. Compliance of all Laws; Ability to Perform; Representations. Artist shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Artist has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the Performance. Artist represents and warrants that Artist has the requisite training, skills, and experience necessary to provide the services contemplated by this Agreement, and that the services will be performed using personnel, equipment, and material qualified and suitable to perform the services requested. Artist shall be solely responsible for its negligent acts, errors and omissions while performing services under this Agreement. Artist will perform the services with reasonable care and skill, in a diligent and professional manner and in accordance with accepted professional practices and industry standards.
- D. Assurances and Indemnification. Artist assures the City, and represents and warrants, that the information it has provided is accurate and not misleading in any material respect. Artist shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys’ fees) for injury, death, disability or illness of any person, or damage to property, arising out of the Performance or any breach of any representation or term of this Agreement by Artist. Artist shall have insurance in place to cover any such liability incurred.
- E. Payment of Others. Artist shall pay all of Artist’s members, guests, employees, agents, and subcontractors furnishing services, labor, equipment, or materials incidental to the performance of Artist’s obligations under this Agreement, and the City shall have no liability in connection with such persons and services.
- F. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

## Letter of Agreement

### City of Wayzata Sunday Music in the Park

To: *Shai Hayo/Salsa del Soul*  
1425 Arundel Street  
St. Paul MN 55117

From: City of Wayzata - Parks and Trails Board

Dear Salsa Del Soul,

We are pleased that your musical group *Salsa del Soul* (“Artist”) will be performing as part of our 2026 *Sunday Music in the Park* series on August 9, 2026 from 4:30 p.m. to 6:00 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

Artist will perform for the time specified above at “The Great Lawn Park”, 851 Lake Street East, Wayzata, MN 55391 (the “Location”).

Fees:

The City of Wayzata will pay Artist \$1,200.00 for the Performance within 30 days after the Performance and the City’s receipt of an invoice emailed to the Parks and Environment Planner. Please include the date of performance, Artist tax ID, and contact information on the invoice. Payment will be made by check, payable to the Artist, and sent to address for Artist noted at the top of this letter.

Soundcheck and Production:

Artist musicians and any crew should arrive at the Location no later than 4:00 p.m. to set up and sound check. The City’s vendor, Twin Cities Sound, will provide production equipment as detailed on the attached Rider. Please provide Twin Cities Sound with an input list and stage plot at least one week prior to the Performance, and contact them directly with any production questions. Artist will be responsible for providing its own instruments, instrument amplifiers (if applicable), and instrument cabling (guitar cables, etc.).

Cancellations for Weather and Other Reasons.

The City reserves the right to cancel a Performance due to weather or any other reason. In such cases, the City will notify Artist prior to noon on the day of the Performance. Unless City and Artist agree otherwise, Performances cancelled due to weather or any other reason will not be rescheduled and no Fees will be paid to Artist. That said, should weather force the Performance to be cancelled by the City in the afternoon prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees. If the Performance is cancelled during the Performance, the City will pay Artist all of the Fees.

Publicity:

Artist grants the City all rights necessary to promote the Performance, including the use of Artist name/s, likenesses and promotional materials. Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

- Name of Group: Salsa del Soul
- Type of music played: “High energy dance music of the Spanish Speaking Caribbean”
- Group member’s names & instruments played:
  - Frank Rivery - Lead Vocals
  - José Reyes - Congas/Bongos/ Vocals
  - Shai Hayo – Timbales
  - Bryan Rossi - Piano
  - Pat Smith - Bass
  - Leann Lindgren - Flute/Sax

Other Contract Terms:

The terms and conditions on the attached rider are included and made a part of our agreement.

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by June 1, 2026.

Artist Signature:

\_\_\_\_\_

Thank you very much. We look forward to seeing you this summer!

Sincerely,

Nick Kieser, AICP

City of Wayzata Parks and Environment Planner  
 nkieser@wayzata.org | 952-404-5313  
 600 Rice St E | Wayzata, MN 55391  
 www.wayzata.org

City of Wayzata

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

VSI Professional Sound Services Sound Production Rider

Twin Cities Sound will provide the following staging and sound system for the Performance:

- Concert Audio System Package (1x) Top Over (1x) Bottom per Side (10.8kW Stereo House)
- 32Ch Digital House Mixing System
- (4-Mix) Stage Monitor Package
- Microphone Package (Microphones, Cables, Stands and Direct Boxes)
- (1x) Technician
- Delivery / Set-Up / Tear-Down

Provided Artist arrives at the scheduled time, Artist will be given a sound check, as well as a live audio engineer to operate the console for the entire performance.

If you have questions about equipment, please contact Chris Vnak, VSI Professional Sound Services.

Chris Vnak  
VSI Professional Sound Services  
348 Soo Line Road  
Hudson, WI 54016  
chrisv@metrosoundlighting.com  
(651) 755-8234

DRAFT

Other Contract Terms:

- A. Entire Agreement; Amendments. The letter to which this is attached, along with the technical rider, represent the entire agreement between Artist and City (“Agreement”). This Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by City and Artist.
- B. Assignability. The rights and obligations of Artist under this Agreement shall not be assignable or transferable without the prior written approval of the City.
- C. Compliance of all Laws; Ability to Perform; Representations. Artist shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Artist has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the Performance. Artist represents and warrants that Artist has the requisite training, skills, and experience necessary to provide the services contemplated by this Agreement, and that the services will be performed using personnel, equipment, and material qualified and suitable to perform the services requested. Artist shall be solely responsible for its negligent acts, errors and omissions while performing services under this Agreement. Artist will perform the services with reasonable care and skill, in a diligent and professional manner and in accordance with accepted professional practices and industry standards.
- D. Assurances and Indemnification. Artist assures the City, and represents and warrants, that the information it has provided is accurate and not misleading in any material respect. Artist shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys’ fees) for injury, death, disability or illness of any person, or damage to property, arising out of the Performance or any breach of any representation or term of this Agreement by Artist. Artist shall have insurance in place to cover any such liability incurred.
- E. Payment of Others. Artist shall pay all of Artist’s members, guests, employees, agents, and subcontractors furnishing services, labor, equipment, or materials incidental to the performance of Artist’s obligations under this Agreement, and the City shall have no liability in connection with such persons and services.
- F. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

## Letter of Agreement

### City of Wayzata Sunday Music in the Park

To: *Potluck String Band*  
7315 Pillsbury Avenue South  
Richfield, MN 55423

From: City of Wayzata - Parks and Trails Board

Dear Potluck String Band,

We are pleased that your musical group *Potluck String Band* (“Artist”) will be performing as part of our 2026 *Sunday Music in the Park* series on August 16, 2026 from 4:30 p.m. to 6:00 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

Artist will perform for the time specified above at “The Great Lawn Park”, 851 Lake Street East, Wayzata, MN 55391 (the “Location”).

Fees:

The City of Wayzata will pay Artist \$700.00 for the Performance within 30 days after the Performance and the City’s receipt of an invoice emailed to the Parks and Environment Planner. Please include the date of performance, Artist tax ID, and contact information on the invoice. Payment will be made by check, payable to the Artist, and sent to address for Artist noted at the top of this letter.

Soundcheck and Production:

Artist musicians and any crew should arrive at the Location no later than 4:00 p.m. to set up and sound check. The City’s vendor, Twin Cities Sound, will provide production equipment as detailed on the attached Rider. Please provide Twin Cities Sound with an input list and stage plot at least one week prior to the Performance, and contact them directly with any production questions. Artist will be responsible for providing its own instruments, instrument amplifiers (if applicable), and instrument cabling (guitar cables, etc.).

Cancellations for Weather and Other Reasons.

The City reserves the right to cancel a Performance due to weather or any other reason. In such cases, the City will notify Artist prior to noon on the day of the Performance. Unless City and Artist agree otherwise, Performances cancelled due to weather or any other reason will not be rescheduled and no Fees will be paid to Artist. That said, should weather force the Performance to be cancelled by the City in the afternoon prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees. If the Performance is cancelled during the Performance, the City will pay Artist all of the Fees.

Publicity:

Artist grants the City all rights necessary to promote the Performance, including the use of Artist name/s, likenesses and promotional materials. Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

Name of Group: Potluck String Band

Type of music played: Americana/New Grass

Group member’s names and instruments played: Scott Anderson – Guitar/Vocals, Susie Appelgren – Banjo/Vocals, Karin Torrey – Fiddle/Guitar/Vocals, Jimbo Miller – Upright Bass/Vocals, Eric Holm - Electric Guitar, Matt Simcakoski – Banjo, Chris O’Brien – Dobro, Jake Manders – Harmonica, Johnny Peso - Mandolin

Other Contract Terms:

The terms and conditions on the attached rider are included and made a part of our agreement.

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by June 1, 2026.

Artist Signature:

\_\_\_\_\_

Thank you very much. We look forward to seeing you this summer!  
Sincerely,

Nick Kieser, AICP

City of Wayzata Parks and Environment Planner  
nkieser@wayzata.org | 952-404-5313  
600 Rice St E | Wayzata, MN 55391  
www.wayzata.org

City of Wayzata

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

VSI Professional Sound Services Sound Production Rider

Twin Cities Sound will provide the following staging and sound system for the Performance:

- Concert Audio System Package (1x) Top Over (1x) Bottom per Side (10.8kW Stereo House)
- 32Ch Digital House Mixing System
- (4-Mix) Stage Monitor Package
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- Delivery / Set-Up / Tear-Down

Provided Artist arrives at the scheduled time, Artist will be given a sound check, as well as a live audio engineer to operate the console for the entire performance.

If you have questions about equipment, please contact Chris Vnak, VSI Professional Sound Services.

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- A. Entire Agreement; Amendments. The letter to which this is attached, along with the technical rider, represent the entire agreement between Artist and City (“Agreement”). This Agreement supersedes any prior or contemporaneous representations or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by City and Artist.
- B. Assignability. The rights and obligations of Artist under this Agreement shall not be assignable or transferable without the prior written approval of the City.
- C. Compliance of all Laws; Ability to Perform; Representations. Artist shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Artist has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the Performance. Artist represents and warrants that Artist has the requisite training, skills, and experience necessary to provide the services contemplated by this Agreement, and that the services will be performed using personnel, equipment, and material qualified and suitable to perform the services requested. Artist shall be solely responsible for its negligent acts, errors and omissions while performing services under this Agreement. Artist will perform the services with reasonable care and skill, in a diligent and professional manner and in accordance with accepted professional practices and industry standards.
- D. Assurances and Indemnification. Artist assures the City, and represents and warrants, that the information it has provided is accurate and not misleading in any material respect. Artist shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys’ fees) for injury, death, disability or illness of any person, or damage to property, arising out of the Performance or any breach of any representation or term of this Agreement by Artist. Artist shall have insurance in place to cover any such liability incurred.
- E. Payment of Others. Artist shall pay all of Artist’s members, guests, employees, agents, and subcontractors furnishing services, labor, equipment, or materials incidental to the performance of Artist’s obligations under this Agreement, and the City shall have no liability in connection with such persons and services.
- F. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

## Letter of Agreement

### City of Wayzata Sunday Music in the Park

To: *Power of 10 Quartet*  
HD Entertainment Inc.  
c/o Brad Draper  
2248 Sargent Ave.  
St. Paul, MN 55105

From: City of Wayzata - Parks and Trails Board

Dear Power of 10 Quartet,

We are pleased that your musical group *Power of 10 Quartet* (“Artist”) will be performing as part of our 2026 *Sunday Music in the Park* series on August 23, 2026 from 4:30 p.m. to 6:00 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

Artist will perform for the time specified above at “The Great Lawn Park”, 851 Lake Street East, Wayzata, MN 55391 (the “Location”).

Fees:

The City of Wayzata will pay Artist \$900.00 for the Performance within 30 days after the Performance and the City’s receipt of an invoice emailed to the Parks and Environment Planner. Please include the date of performance, Artist tax ID, and contact information on the invoice. Payment will be made by check, payable to the Artist, and sent to address for Artist noted at the top of this letter.

Soundcheck and Production:

Artist musicians and any crew should arrive at the Location no later than 4:00 p.m. to set up and sound check. The City’s vendor, Twin Cities Sound, will provide production equipment as detailed on the attached Rider. Please provide Twin Cities Sound with an input list and stage plot at least one week prior to the Performance, and contact them directly with any production questions. Artist will be responsible for providing its own instruments, instrument amplifiers (if applicable), and instrument cabling (guitar cables, etc.).

Cancellations for Weather and Other Reasons.

The City reserves the right to cancel a Performance due to weather or any other reason. In such cases, the City will notify Artist prior to noon on the day of the Performance. Unless City and Artist agree otherwise, Performances cancelled due to weather or any other reason will not be rescheduled and no Fees will be paid to Artist. That said, should weather force the Performance to be cancelled by the City in the afternoon prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees. If the Performance is cancelled during the Performance, the City will pay Artist all of the Fees.

Publicity:

Artist grants the City all rights necessary to promote the Performance, including the use of Artist name/s, likenesses and promotional materials. Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

Name of Group: Power of 10 Quartet

Type of music played: The Power of 10 Jazz Quartet brings a bold twist to the classics and the charts. A spin-off of our 10-piece band Power of 10, our quartet delivers a unique blend of timeless jazz standards and modern pop songs all reimagined with a soulful jazz edge. Think Frank Sinatra meets Bruno Mars, Miles Davis with a touch of Harry Styles. Our Power of 10 Jazz Quartet keeps things fresh, familiar, and totally unexpected.

Group member’s names & instruments played:

Mason Hemmer – Trombone, vocals

Brian Allen – Piano, vocals

James Towns – Bass

Brad Draper - Drums

Other Contract Terms:

The terms and conditions on the attached rider are included and made a part of our agreement.

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by June 1, 2026.

Artist Signature:

\_\_\_\_\_  
Thank you very much. We look forward to seeing you this summer!

Sincerely,

Nick Kieser, AICP

City of Wayzata Parks and Environment Planner

nkieser@wayzata.org | 952-404-5313

600 Rice St E | Wayzata, MN 55391

www.wayzata.org

City of Wayzata

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

VSI Professional Sound Services Sound Production Rider

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- C. Compliance of all Laws; Ability to Perform; Representations. Artist shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders. Artist has in effect and will maintain in effect all permits, licenses, and other authorizations necessary for the Performance. Artist represents and warrants that Artist has the requisite training, skills, and experience necessary to provide the services contemplated by this Agreement, and that the services will be performed using personnel, equipment, and material qualified and suitable to perform the services requested. Artist shall be solely responsible for its negligent acts, errors and omissions while performing services under this Agreement. Artist will perform the services with reasonable care and skill, in a diligent and professional manner and in accordance with accepted professional practices and industry standards.
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- E. Payment of Others. Artist shall pay all of Artist’s members, guests, employees, agents, and subcontractors furnishing services, labor, equipment, or materials incidental to the performance of Artist’s obligations under this Agreement, and the City shall have no liability in connection with such persons and services.
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- G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 7.h
<b>TITLE:</b> Approval of Seasonal Lease Agreement with Tonka Boat Rentals, LLC for Boat Rentals at the Depot Community Docks	
<b>PROPOSED MOTION:</b> To Approve the Seasonal Lease Agreement with Tonka Boat Rental, LLC for Boat Rentals at the Depot Community Docks	
<b>PREPARED BY:</b> Nick Kieser, Parks and Environment Planner	
<b>REVIEWED BY:</b> Mike Kelly, Public Works Director/City Engineer, Aurora Yager, City Manager	

### **ACTION REQUESTED:**

The Parks and Trails Board and staff recommend approval of the lease agreement.

### **FINANCIAL OR BUDGET CONSIDERATION:**

The Lessee shall pay the City \$8,500 annually per boat slip, or \$17,000 total for the two slips. The Lessee shall pay for any fees charged by the Lake Minnetonka Conservation District (LMCD) for their application.

### **2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

#### *Diversify Revenue*

The proposed lease of two boat slips for a boat rental service would provide additional funds to the City's Park and Trails Capital Fund.

### **BACKGROUND:**

Tonka Boat Rentals has requested authorization to continue its boat rental operations at two designated slips located at the Depot Docks. This request is consistent with the operations conducted at these same slips during the 2025 season. Tonka Boat Rentals operates on Lake Minnetonka and provides a variety of recreational boats for rental use to the public.

The current request proposes use of two slips on the north side of the Depot Docks to support rental activities, allowing members of the public to reserve boats for recreational purposes. During operating hours, a Tonka Boat Rentals staff member would be present on-site to assist customers with rentals and related services. Prior to departure, each renter would receive instruction to ensure safe operation of the vessel. If a customer is determined to be unable to operate the boat safely, the reservation would be canceled.

The proposed lease agreement, attached for review, includes a three-season term extending through the end of 2028. Under the terms of the agreement, Tonka Boat Rentals would pay an annual fee of \$17,000 for use of the two designated slips at the Depot Docks.

In response to the March 24 City Council workshop discussion, staff will also submit an application to the Lake Minnetonka Conservation District requesting reclassification of the two slips from transient to rental use. This reclassification would allow Tonka Boat Rentals to store boats at the slips overnight. Tonka Boat Rentals would be responsible for all costs associated with this application.

### **ATTACHMENTS:**

1. Draft Tonka Boat Rental Agreement
2. Tonka Boat Rentals Boat Slips Location
3. Tonka Boat Rental Proposal
4. Tonka Boat Rental - Testimonials

**TONKA BOAT RENTALS, LLC**  
**SEASONAL LEASE AGREEMENT**

THIS AGREEMENT (this “Agreement”) is made as of April 21, 2026 (the “Effective Date”) by and between the City of Wayzata (the “City”) and Tonka Boat Rentals, LLC, Minnesota Limited Liability Companies, with an address of 2510 Shadyview Lane, Plymouth MN, 55447 (the “Lessee”). The City and the Lessee are sometimes referred to in this Agreement as the “parties”.

- A. Pursuant to the Guiding Principles noted in the City of Wayzata Parks and Trails Master Plan, the City would like to provide a boat rental service at the Depot Community Docks to residents and visitors, and the City has determined that such service would be best managed and operated by one or more private contractors.
- B. The Lessee has submitted a Proposal to manage and operate a boat rental service at the Depot Community Docks attached hereto as Attachment B (the “Proposal”).
- C. The City desires for Lessee to carry out the Proposal to operate the Business during the Operating Season, each as defined herein, and to maintain the Leased Area, all in accordance with the terms of this Agreement.

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

- 1. Definitions.
  - a. *Business* means the boat rental business described in the Proposal and this Agreement.
  - b. *Leased Area* means the area depicted on Attachment A.
  - c. *Operating Season* means the period from May 1 to October 1 of each year of this Agreement, as may be extended or shortened upon notice of the City Manager based on weather and other conditions related to the health, safety and welfare of the City.
- 2. Term of Agreement. Unless terminated earlier pursuant to the termination provisions of this Agreement, the term of this Agreement shall be for three Operating Seasons, commencing on the Effective Date and continuing through the end of the 2028 Operating Season (the “Term”).
- 3. Lake Minnetonka Conservation District Approval for Overnight Parking. Prior written approval of the Lake Minnetonka Conservation District (LMCD) is required for the modification and use of the boat slips within the Leased Area for overnight parking. The

Business may operate in the Leased Area without LMCD approval provided the boats are removed from the slips each night. The Lessee shall reimburse the City for any costs incurred by the City in connection with the LMCD application and approval process.

4. Docking Rights and Use of Leased Area. The Lessee shall have the right to dock two (2) boats and load and unload passengers in the Leased Area. Total capacity for the Lessee's boats cannot exceed Coast Guard approved weight limits that are specific to each boat. Lessee agrees not to permit boats other than the foregoing to use the Leased Area for docking. Unless specifically agreed otherwise in writing by City, Lessee shall use the Leased Area only during the Operating Season and only for the Business. Lessee shall not use or occupy the Leased Area or knowingly permit the Leased Area to be used or occupied: contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would cause damage to, or cause the value or usefulness of the Leased Area or any part thereof substantially to diminish (reasonable wear and tear excepted); which would adversely affect City's activities on property owned by City adjacent to the Leased Area; or which would constitute a public or private nuisance or waste. Lessee shall promptly upon discovery of any such prohibited use take all necessary steps to compel the discontinuance of such use. The Lessee shall have no other rights or obligations under this Lease with respect to the Leased Area except during the Operating Season, provided it meets all of its obligations during the Operating Season.
5. Operations of the Business by Lessee.
  - a. *General Description of Business.* Lessee shall manage and operate a boat rental service at the Depot Community Docks during the Operating Season in accordance with the Proposal.
  - b. *Hours of Operation.* The Business shall operate on the Leased Area daily from 7:00 am – 10:00 pm Monday – Sunday during the Operating Season. Notwithstanding the foregoing, Lessee may extend the hours of operation for the Leased Area only upon the prior written approval of the City Manager, and Lessee shall have the right to close the Leased Area during inclement weather conditions or other temporary issues with operations.
  - c. *Boat Slips.* The Business shall operate a maximum of two (2) boat slips during the Operating Season as depicted in the Leased Area on Attachment A.
  - d. *Staffing.* Lessee shall, at its sole cost, be responsible for providing adequate staffing for the Business in the Leased Area.
  - e. *Control of Passengers.* Lessee shall be solely responsible for the conduct of passengers not only while in the Lessee boats, but also while entering and leaving the boats and while waiting for the boat cruises and while waiting for land transportation following the cruises. Noise shall be controlled, and the prohibition of consumption of alcoholic beverages while in City property shall be enforced to the extent required by City ordinances, even if it requires the hiring, by Lessee, of

private security personnel.

- f. *Other Obligations Under This Agreement.* Lessee shall perform such other duties and obligations as specifically set forth herein.
6. No Discounts to City Employees. Lessee shall not provide any boat rental sessions or other offerings of the Business to City employees or officials at a discount or without charge.
  7. Condition of Leased Area.
    - a. *“As Is”.* Lessee hereby agrees to accept the Leased Area “as is”, in its current condition, without any representation from City as to the condition, state of repair, existence of latent or apparent defects, or safety of the Leased Area, and City shall not be obligated to make or pay for any improvements to the Leased Area prior to the Operating Season.
    - b. *Repair and Maintenance - Obligations of City.* City agrees that it will undertake the following responsibilities with during the term of this Agreement:
      - i. Clean the community docks as necessary.
    - c. *Repair and Maintenance - Obligations of Lessee.* Lessee agrees that it will undertake the following responsibilities with regard to the Leased Area and Business during the term of this Agreement:
      - i. Keep the Leased Area and surrounding area customarily used by Lessee’s customers reasonably free from trash, rubbish, and surfaces cleaned on a daily basis.
      - ii. Provide trash receptacles near the Leased Area and, as necessary, empty such receptacles into the City dumpsters for removal.
      - iii. Lessee shall promptly pay City, upon request, an amount equal to any cost incurred by City in repairing any part (structural or otherwise) of the Leased Area where such repairs were made necessary by the negligence of or misuse by the Lessee, its agents, customers, employees or invites, except to the extent the damage or loss resulting from such negligence is covered under any policy of insurance and the full amount of such loss is paid to or on behalf of City pursuant to such insurance coverage.
      - iv. The City shall have access to the Leased Area at all times during the Operating Season, upon prior reasonable notice to Lessee, to enable the City and its agents to examine the same and to make such repairs, additions and alternations as City reasonably may deem advisable.
      - v. Lessee shall not store, keep, dispose of, transport or generate in the

Leased Area or any hazardous substances or waste or dangerous materials.

- vi. *No Alterations Without Prior Approval.* Lessee shall not make any alterations to the Leased Area without the prior written approval of the City. All of Lessee's alterations or improvements to the Leased Area paid for by Lessee, except for storage boxes and signage, shall, upon termination of this Agreement, become the property of the City, and shall at the option of City, either remain upon and be surrendered with the Leased Area, at the termination of this Agreement, or be removed, at Lessee's expense, in which case, Lessee shall also repair all damage done to the Leased Area resulting from such alterations or improvements, and the removal thereof, by Lessee.
- d. Ownership, Maintenance, Insurance and Risk of Loss of Equipment. All furniture, fixtures, and equipment owned by the Lessee, shall remain the property of the Lessee. Lessee shall be solely responsible for maintaining and cleaning all of its property and for City property used by it. During the Operating Season, Lessee shall maintain insurance covering its property maintained by and customarily used by Lessee and its customers at the Leased Area. Lessee shall name the City as an additional insured on all insurance policies relating to its use and its customers use and possession of the Leased Area and adjacent areas.
- e. Signs. Lessee shall not erect, install or maintain any additional signs, advertising media, product logo displays or other signs in the Leased Area without the prior written approval of the City Manager or that are in violation of City Code.
- f. Taxes. Lessee is responsible for and shall pay any sales taxes and personal property taxes. In the event the Leased Area ever becomes subject to real estate taxes, Lessee agrees to negotiate in good faith with the City to determine payment structure of real estate taxes.
- g. Utilities. Lessee is responsible for all utility costs associated with the Business. Lessee is also responsible for all costs for utility improvements that are done for the Business.
- h. Assumption of Risks. Lessee assumes all risk of loss or damage of Lessee's business or property within or related to Business or the Leased Area, including any loss or damage caused by weather, theft, vandalism or other causes. The City shall not be liable to Lessee, or those claiming through Lessee, for injury, death or property damage occurring on, in, or about the Leased Area or in connection with the Business, except as may be caused by the willful misconduct or negligence of the City. Nothing herein shall be deemed to be a waiver of any limits of liability granted by the City under statutory or common laws.
- i. Consideration for Use of Leased Area. As consideration for the right of the Lessee to operate the Business from the Leased Area, Lessee shall compensate the City pursuant to the terms of this Section.
- i. *Fee.* Lessee shall pay the City \$8,500 for each of the two boat slips used for the

Business each Operating Season.

- ii. *Taxes.* If applicable, the Lessee shall pay for any taxes imposed on the Leased Area due to the Business operations.
- iii. *Payment.* Lessee shall submit payment to the City of the amounts due under subparagraph i. in three separate payments. One-third of the total payment (\$5,666.67) shall be paid on June 1, July 1, and August 1 of each Operating Season. The payments made shall equal the total amounts due in subparagraph i. for each Operating Season.
- j. Indemnification. Lessee shall save, hold harmless, defend and indemnify City, its employees, agents, Lessees and invitees against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, occurring on or about the Leased Area during the Operating Season or arising from Lessee's operations on City property during the Operating Season or the Business.
- k. Payment of Others. The Lessee shall pay all of the Lessee's employees, agents, and subcontractors furnishing service, labor, equipment, or materials incidental to the performance of the Lessee's obligations under this Agreement and the Lessee will furnish the City with satisfactory evidence that all of its subcontractors have been fully paid to accordance with the Lessees payment terms.
- l. Assignability. The rights and obligations of the Lessee under this Agreement shall not be assignable or transferable without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.
- m. Compliance of all Laws; Ability to Perform. The Lessee shall comply with all applicable federal, state, regional, and local laws, ordinances and regulations applicable to the Lessee. The Lessee represents and warrants to City that if a license is required, the Lessee is duly licensed and qualified to conduct business in the State or Minnesota, and that the Lessee is not aware of fact or circumstance which would prevent the Lessee from performance in accordance with this Agreement.
- n. Entire Agreement; Amendments. This Agreement, and any documents incorporated herein, represent the entire integrated agreement between the Lessee and the City and supersedes all prior negotiations, representations, or agreements, either written or oral. No amendment or modification of the terms of this Agreement, except as may be expressly authorized herein, may be made and will not be effective unless agreed upon in writing by the City and the Lessee.
- o. Interest of Members of City Staff. No member of the governing body, officer, employee, or agent of the City who exercises any functions or responsibilities in the carrying out of the Business to which this Agreement pertains shall have any interest, financial or otherwise direct or indirect, in this Agreement. The City may terminate this Agreement if the City has reasons to believe that gratuities in any form were offered or given by the Lessee or any representative of the Lessee to any officer or employee of the City for

receiving favorable treatment with respect to the award of, or the making with respect to the performance of, this Agreement.

- p. Insurance. This Agreement shall be effective only upon approval by the City of acceptable evidence of the insurance coverage in amounts not less than that referenced in Minnesota Statutes Section 466.04 issued by reputable insurers authorized to conduct insurance in the State of Minnesota. Such insurance shall be sufficient to cover all Lessee's indemnity obligations hereunder, and shall be in force on the date of execution of this Agreement and shall remain continuously in force until the termination of this Agreement. The Lessee shall provide evidence of workers' compensation insurance covering its employees in accordance with statutory requirements, and evidence of general liability insurance covering all of the Leased Area and naming the City its officers and employees as additional insured's under the policy. The Lessee shall submit to the City, prior to the beginning of each Operating Season, certificates of insurance verifying the insurance coverage required under this Agreement.
- q. Equal Opportunity Statement. The Lessee shall comply with the provisions of all applicable federal, state, and local statutes, ordinances, and regulations pertaining to human rights and non-discrimination including, without limitation, Minnesota Statutes Section 181.53 and Chapter 363A and the Wayzata Code of Ordinances, Chapter 139, incorporated herein by reference.
- r. Default. If the Lessee shall vacate or abandon the Leased Area during the Operating Season; shall allow the Leased Area to be appropriated to or used for any other purpose or use than those set forth in this Agreement; or if any term, condition or covenant of this Agreement shall be violated by Lessee; then and in any of said cases Lessee shall be in default. If such default is not cured by Lessee within (10) days for a monetary default and thirty (30) days for all other defaults, after mailing of written notice of the conditions of default, Lessee does hereby authorize and fully empower City to cancel and terminate this Agreement, and to remove all of Lessee's property therefrom. City's failure to give immediate notice of default or agreement to allow more than the respective cure period to cure a default, shall in no way constitute a waiver of any remedy available to City upon default by Lessee.
- s. Termination. The City or Lessee may terminate this Agreement for any reason by giving the other party notice no less than thirty (30) days during the Term. Notwithstanding any other provision contained herein, this Agreement shall automatically terminate upon the occurrence of any of the following events:
- i. A petition by or against Lessee under the bankruptcy laws of the United States, which petition is not dismissed within ninety (90) days from the date of such filing;
  - ii. The assignment by Lessee of its assets for the benefit of creditors under any state insolvency laws;
  - iii. Conduct by Lessee of its business under any trustee or other person appointed pursuant to judicial proceedings; or

- iv. The taking by a court of jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions or any federal reorganization act;
  - v. The appointment of a receiver of Lessee's assets;
  - vi. A lapse in the insurance coverage Lessee is required to maintain pursuant to this Agreement which continues for ten (10) days after written notice by City to Lessee specifying such lapse in such insurance coverage.
- t. Lessee's Obligations Upon Termination. Upon the expiration or termination of this Agreement, Lessee shall remove, at its expense, all of its goods and effects and other items of personal property, furniture, fixtures and equipment, repairing any damage caused, and leave the Leased Area in as good order, condition and repair as the same were in at the commencement of this Agreement, reasonable wear and tear, fire and casualty excepted. Goods and effects not removed by Lessee at the expiration or termination of this Agreement shall be considered abandoned and City may retain or dispose of the same as it deems expedient.
- u. City's Right to Perform Obligations. If Lessee fails to make any payment or perform any act required to be made or performed hereunder, City, without waiving or releasing any obligation or default, may make such payment or perform such act for the account and at the expense of Lessee, and may enter upon the Leased Area or any part thereof for such purposes and take such action thereon as, in City's opinion, may be necessary or appropriate therefore. All sums so paid by City and all costs, fees and expenses so incurred shall, upon written request for payment by City, be immediately due and payable by Lessee. Nothing herein shall create any obligation of City to make such payments.
- v. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.
- w. Notices. All notices or communications relating to this Agreement shall be in writing and shall be deemed given upon hand delivery or deposit in the United States mail, return receipt requested, and addressed as follows:

To the City:

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

To Lessee:

Tonka Boat Rentals, LLC  
 2510 Shadyview lane, Plymouth MN 55447  
 Attn: Eric Hartman

- x. Independent Contractor. The City and the Lessee agree that the relationship created by this Agreement is that of lessee and landlord and independent contractor, and not of

employer and employee, a joint venture or a partnership. The Lessee retains the sole and exclusive right to control the manner, time, place and means by which the services are performed under this Agreement. The Lessee shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the Business. The Lessee shall be responsible for the compensation and benefits of the Lessee's employees and for payment of all federal, state and local taxes payable with respect to any amounts paid to the Lessee under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Lessee including but not limited to, FICA, FUTA, federal and state personal income tax, state disability insurance tax and state unemployment tax.

- y. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation related to this Agreement will be brought in the state or federal courts in Hennepin County, Minnesota.
- z. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

DRAFT

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

**CITY:**

City of Wayzata, a Minnesota Municipal corporation

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

**LESSEE:**  
Tonka Boat Rentals, LLC

By: \_\_\_\_\_  
Eric Hartman, Owner

By: \_\_\_\_\_  
Jeff Simpson, Owner

DRAFT

**ATTACHMENT A**

Map depicting  
“Leased Area”

DRAFT

**ATTACHMENT B**

Lessee's proposal to manage and operate a boat rental service at the Depot Community Docks

DRAFT

# Tonka Boat Rentals Proposed Boat Slips



= Proposed Tonka Boat Rentals Boat Slips

# Tonka Boat Rentals Proposal for Wayzata

Rental Boats at the Depot Docks  
2025 Season Overview and 2026 Season Proposal



# About

Hi, we're Jeff and Eric, a high school math teacher and a union pipefitter that own Tonka Boat Rentals. We started TBR to provide access to one of the most amazing lakes in the country. Our families spent many summers on the water making memories that our kids still talk about today. We're proud to offer our community hourly rates that help make Lake Minnetonka accessible and create multi-generational experiences that will create lasting memories.

Lake Minnetonka borders fourteen cities and has over 125 miles of shoreline with luxury homes, amazing properties, boat-up bars and restaurants, and stunning beach towns. We offer power boats featuring swim platforms, ladders, and Bimini covers, with skis and tubes included.



# Our Services

- ❖ Hourly Boat Rentals
  - Multiple boats in fleet
  - Half, Full and Multi-day Rentals
- ❖ Guided Trips
  - Limit 6 guests/boat
- ❖ Restaurant and Property Tours
  - Limit 6 guests/boat
- ❖ Large Group Tours
  - Accomodate large groups with multiple boats



# Affordable Value Proposition

- ❖ Hourly Rate Starting at \$150/hr
  - \$25/person for 6 people
- ❖ Half Day (M-F) starting at \$650
  - \$108/person for 6 people

**Serving families who want lake access without boat ownership costs.**

## Comparable Entertainment Values

6-Person Golf Outing (4 hours)	\$450 - \$900
Vikings Game Tickets (6 people)	\$600 - \$1800

# Safety and Education

- ❖ **Safety and Training:** Clients are required to complete the Minnesota watercraft rental course or obtain a watercraft operator's permit. We do not charge extra for captains and require two years experience from our renters.
  
- ❖ **Accessibility:** Lake Minnetonka can be home to some rough waters and requires large enough boats to safely navigate its waters. By providing boats in the 20'-25' class, we allow people to safely navigate these waters.

**Safety and education is TBR's primary focus.**

## Safety and Education cont.

- ❖ **Multiple Locations:** TBR has approval to access Lake Minnetonka from multiple locations on the lake, allowing TBR to shift departure locations based on inclement weather.
  
- ❖ **Flexibility:** TBR allows cancellations up to the time of departure, allowing lake users to feel comfortable going out on the lake.

# Tonka Boat Rentals – 2024/2025 Accomplishments

## Approvals/Agreements

Wayzata City Council	1-year Trail Commercial Dock
Hennepin County	Spring Park Boat Launch + North Arm Boat Launch
DNR	Maxwell Boat Launch + Service Provider Permits
Excelsior City Council	Dock B at the Port of Excelsior
City of Wayzata & Water Patrol	Special Events Permit

Partnered with...

- ❖ **Health Equity Strategist** to host the best and brightest Nelson Mandela Fellows from Niger, Madagascar, Namibia, and Mali.
- ❖ **Back Channel Brewing Co.** to be a port of call for Tonka Boat Rentals

And...

- ❖ **Increased our general liability insurance from \$1,000,000 to \$2,000,000**

# Wayzata and LMDC Approved Plan for 2025 Season

## Approved:

- ❖ 2 Boat Slips @ Wayzata Depot Docks
- ❖ May through October



# 2025 Season Season Success



- ❖ \$17,000 Parks & Trails Fund Revenue
  - 2024: \$236.60 from transient use
- ❖ ZERO Safety Incidents

## **One Year Trial = Success!**

Seamless operations from Depot Docks with strong community support, significant financial benefit to the city and zero safety incidents.

# Focused on Community

- ❖ Provided hundreds of local residents free boat rides through our community engagement, sponsorships and events.
- ❖ 2024 Wayzata Art Fair Sponsor
- ❖ Wayzata Chamber of Commerce Member + Ribbon Cutting Participant
- ❖ Multi-generational family business, owned by Wayzata High School Graduates
- ❖ Provided silent auction donations to high schools and community programs.



“My daughter had a blast at the Wayzata Art Experience. We were able to take a boat ride with Tonka Boat Rentals. She said “When can we go on a boat again!?!”  
**Rachel, 2025**

# Wayzata Business and Community Partners



**BOGO Ice Cream:** Present your Tonka Boat Rentals receipt at Ben & Jerry's on Lake Street in Wayzata to receive a Buy One Get One free ice cream deal.



**Free Appetizer & \$10 Off:** Present your weekday Tonka Boat Rentals receipt at Red Cow to receive one complimentary appetizer and \$10 off your meal.

Coming Soon!



THE HOTEL LANDING  
WAYZATA | MINNESOTA

9<sup>2</sup>/<sub>5</sub> *ninetwentyfive*  
FOOD | DRINK

“Wow! We were at Red Cow and learned about Tonka Boat Rentals, what a fun outing that I didn’t expect to be in the budget! We had a spontaneous blast on the water!!”

Jonas Beugen, 2025

# Wayzata Business and Community Partners

- ❖ Partnered with Wayzata-based marketing firm, Fuzzy Duck, to help establish and strengthen mutually beneficial relationships within the business community.



## ATTENTION: Lakeside Restaurants

Let's Turn Our Boaters Into Your Diners...and Your Diners Into Our Boaters



Tonka Boat Rentals offers one of the easiest on-demand boat rental experiences on the shores of Lake Minnetonka and

**OUR BOATERS WANT YOUR FOOD!**

We're inviting select restaurants - like yours - to partner with us and customize a Perfect Lake Experience for our mutual customers.

- Weekday Dock & Dine Promotions
- "Tonka Boat Box" / Takeout Special
- Happy Hour / Date Night Promotions

**Call 763-248-6650 and let's chat!**



### Ready to climb aboard?

Scan the QR code for this invitation-only opportunity or call us directly.



### Why Partner With Us?

It's low-effort, high-reward—we'll drive traffic your way by promoting your restaurant to our boaters:

On our website | Social media | Email communications  
Renter Confirmation Letter | Through our friendly staff

You'll gain access to a targeted audience who is looking to eat, drink, and have fun.

**Let's make this summer the best one yet — together!**

**Owners:**  
ERIC HARTMAN 763-248-6650  
JEFF SIMPSON 763-898-8301



# Local Wayzata Community Engagement



**Sweet Potato Comfort Pie™**  
A Catalyst for Caring and Building Community

**FUNDRAISER**  
Saturday Sept. 21st 10a-4p  
Sweet Potato Comfort Pie  
Boat Rides by Tonka Boat Rentals



# Social Media Promotions of Local Wayzata Businesses



“Our driver and co-owner, Eric, ordered us a beautiful charcuterie board from [@thegrocerstable](#) packed w/ assorted high-quality meats, cheese, jams + nuts and a pastry/cookie sweets tray!”

[@eatwithjason](#), June 2025

# Social Media Promotions of Local Wayzata Businesses



**kaydee.millerr and tonkabootrentals** Original audio

**kaydee.millerr** Save this post for affordable boat rentals on Lake Minnetonka 🇺🇸 🇫🇯

I love how Tonka Boat rentals offers boats for rental both with or without drivers so you and your crew can get out on the lakes this summer for only a couple hundred dollars (if you split between 5-6 people... not bad)!

They even have deals with local spots like [@redcowmn](#) and [@benandjerryismn](#) where you can get a free treat or appetizer if you use tonka boat rentals on a weekday.

Grab your crew or your family and come rent a boat any day of the week!

8w

**eatswithjason** Best boat rental 🔥

8w Reply

— View replies (1)

**knead.to.roam** Such a great way to get on the water this summer!!

8w Reply

— View replies (1)

**eatminnesota** So fun!

8w Reply

— View replies (1)

**minne.eats** awesome!!

8w Reply

**knead.to.roam** Such a great way to get on the water this summer!!

8w Reply

**blackfoodietravelguy** Definitely gotta check them out

8w Reply

**no.table.manners** I can't wait to check them out this week!

8w Reply

**foodiesalibi** Ooo, need to take advantage of this!

8w Reply

**sadeyoungmn** Oooh red cow on the boat!!



8w Reply

**eatswithjason** Best boat rental 🔥

8w Reply


# Social Media Promotions of Local Wayzata Businesses

wayzatabenandjerrys





**BUY 1  
GET 1**

Show your Tonka Boat Rentals receipt and receive Buy 1 Get 1 Free ice cream at Ben & Jerry's



539 Lake St E 1st Floor, Wayzata, MN  
(952) 473-1705

 **tonkaboatrentals** ...




 **tonkaboatrentals** We've teamed up with Ben & Jerry's to make your lake day even sweeter!


Rent a boat with us and show your receipt at Ben & Jerry's for a special Buy 1 Get 1 Free treat!

Tag a friend who needs to join you for this perfect combo!


\*Limit one BOGO offer per receipt.  
\*Available at Ben & Jerry's in Wayzata, MN location only.

Edited · 7w

 Liked by **meganbeugen** and others

July 18

 Add a comment... Post

# Social Media Promotions of Local Wayzata Businesses



Perfect for date night  
With the ability to bring  
Food!



meinminnesota 🇺🇸 Summer days hit different on Lake Minnetonka. Rented a boat from [@tonkaboatrentals](#) and hit the water with sunshine, good vibes, and shoreline views that never get old. Whether you're cruising, swimming, or just soaking it in—this is Minnesota summer done right. 🌊☀️🌿



eatminnesota 🇺🇸 Save this if you are looking to get out on the lake this summer! See below for a booking discount code!

[@tonkaboatrentals](#) has hourly options where you can choose between boat rentals, guided lake tour or bar tours. They have a few different boat options. The captains have a lot of knowledge about the lake, so we really enjoyed the guided lake tour. They knew some great spots to enjoy the view.

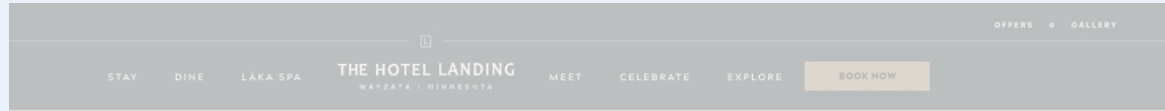
We met at the depot docks in Wayzata, MN. We packed beverages and grabbed some food from a local restaurant. The options nearby are great! They also have a dock location in Excelsior.

We enjoyed a chill night on the boat, but they also have options for tubing or water skis. Life jackets also provided.

Looking to book with [@tonkaboatrwnrl](#)? Use code EatMN2025 and you will get \$30 off your rental!



# Landing Hotel – Building a Future Together



## PLAY

Get outside and explore—bike along the lakeshore, cruise on the water, or join in on seasonal events and activities.



### shing

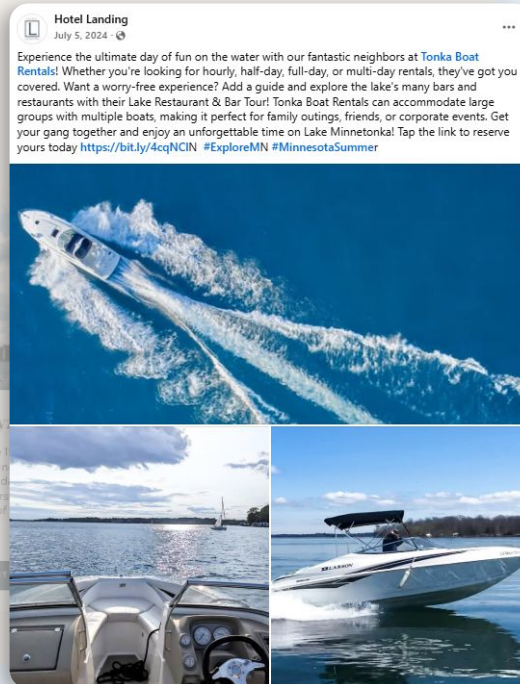
mer fishing on Lake Minnetonka  
Perfect for all skill levels, trips  
ides with 20+ years of local  
nse, food, and drink—they'll



### Tonka Boat Rentals

Explore Lake Minnetonka with Tonka Boat Rentals—offering  
hourly to multi-day options. Add a guide for a stress-free outing  
or book a Lake Restaurant & Bar Tour. Great for families, friends,  
or groups, with multiple boats available for larger gatherings.

VISIT WEBSITE



2026 Hotel/Boat Packages for Shared Customers



# Tonka Boat Rentals in the News



7/25/24

## Tonka Boat Rentals joins Wayzata Chamber of Commerce

Tonka Boat Rentals Joins the Chamber of Commerce

[Read More](#)



6/2/25

## Tonka Boat Rentals Named a Must-Do for Summer Family Fun on Lake Minnetonka

Summer Day Trips with Tonka Boat Rentals that Families with Kids will Love

[Read More](#)



6/11/25

## Featured on Twin Cities Live: Fun Way To Get Out On The Water

[Read More](#)



6/20/25

## Now in Wayzata: Tonka Boat Rentals Featured by Wayzata.com for Launching "Boating on Demand"

Now in Wayzata: Tonka Boat Rentals Featured by Wayzata.com for Launching "Boating on Demand"

[Read More](#)

# Testimonials

[Read full-length testimonials](#)



Thank goodness for Tonka Boat Rentals! Some of our colleagues were a bit nervous about being on the lake, but our confident captain put everyone at ease, making us all feel safe and comfortable.

**Bryn, Robbinsdale MN**

This service makes us feel truly connected to the community we invested in.  
**Ryan, Elizabeth & August, Wayzata MN**

We are so pleased to have [Tonka Boat Rentals] here offering such a convenient and enjoyable boating amenity for those of us that want to get out on the lake, but don't own a boat



**Kim and Simon, Wayzata MN**

Experience the ultimate day of fun on the water with our fantastic neighbors at Tonka Boat Rentals.  
**Hotel Landing, Wayzata MN**

Tonka Boat Rental has brought an amazing business to Wayzata.  
**Rana & Brady, Wayzata MN**

Gabriele and I were especially impressed with your collaboration with downtown Wayzata businesses.  
**Terry & Gabriele, Wayzata MN**

# 2025 Season Recap

In 2025, Wayzata City council approved TBR for 2 overnight slips at the depot docks:

## Original Agreement:

- 2 slips at \$8500/slip + \$500 LMCD
- Day use and Overnight parking
- Lease agreement May 1-Oct 1
- Total of \$17,000 for 2 slips

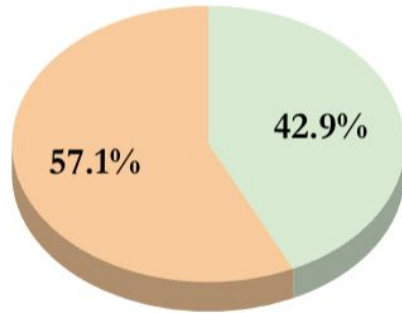
## What was provided:

- 2 slips at \$8500 + \$500 LMCD
- No overnight parking
- Slips were not available until June 1st
- 2.5 weeks docks were un navigable in July/August because of weeds.

In comparison, Excelsior is charging \$6991/slip in 2026

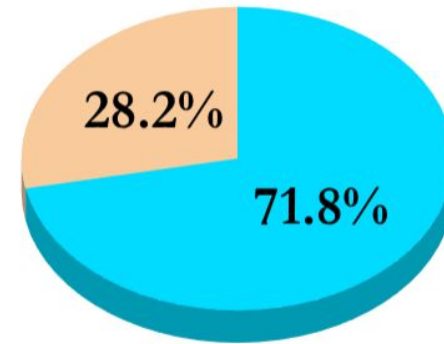
# 2025 Total Revenue from Depot and Broadway: \$41,448.48

**2025 Total Wayzata Dock Slip Revenue:  
\$41,448.48**



● Broadway Docks ● Depot Docks

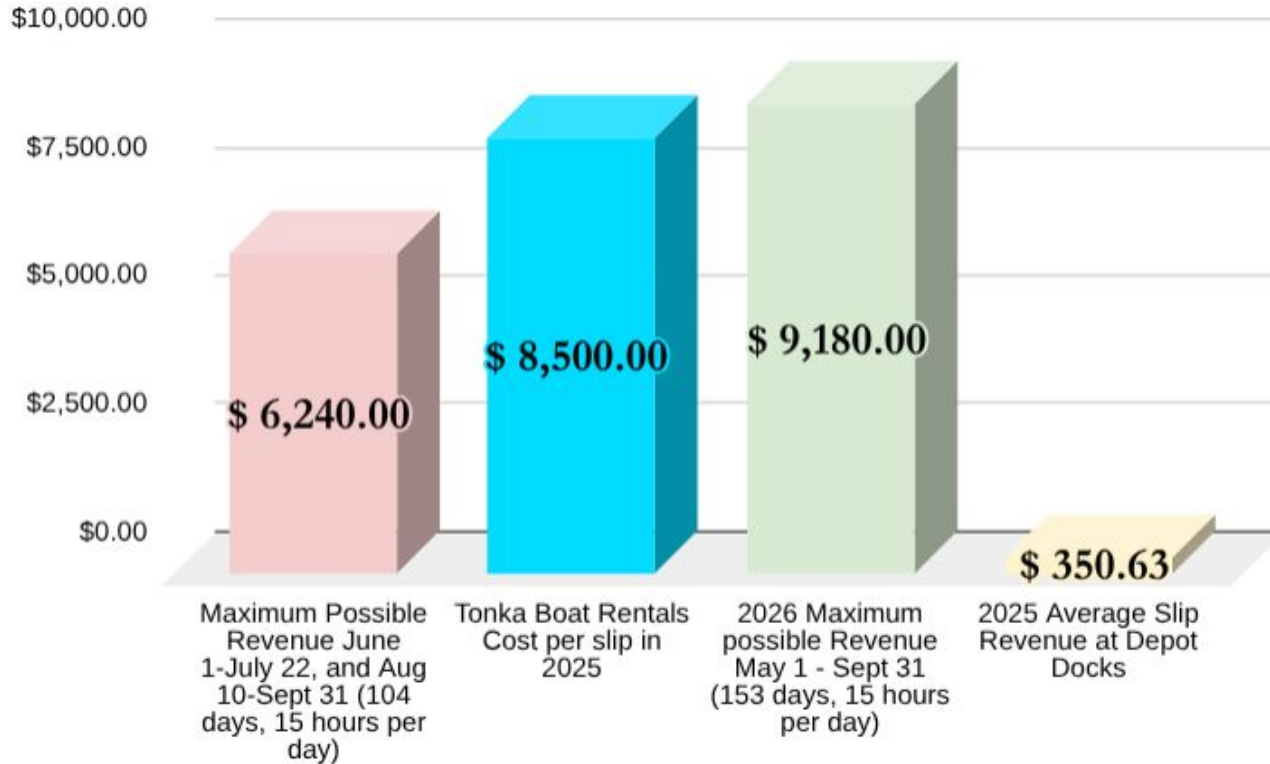
**2025 Depot Dock Revenue Total: \$23,662.05**



● Tonka Boat Rentals (2 Slips) ● All Other Transient earnings

For Comparison, the nearest slips to TBR: Slip 12215 generated \$459.85  
Slip 12214 generated \$257.10

# Depot Dock Revenue



# 2026 and Beyond

We are seeking a lease renewal with 3 modifications:

1. Complete new dock license application with LMCD.
  - Repurpose 2 Slips at the Depot Docks to overnight Commercial use
2. Extension to 3-year term (currently 1-year)
3. Discounted rate if overnight storage is not allowed

Summary:

Requesting 3-year overnight storage for 2 slips at the depot docks.



# Tonka Boat Rentals and Wayzata Timeline of Events

- November 15th 2023
  - Met with Wayzata Assistant Planner Valerie Quarles
- November 17th 2023
  - Met with City Clerk Kathy Leervig
- January 9th 2024
  - Attended Wayzata City Council workshop discussion of Panoway Lakewalk and Dock Operating Policies
- February 20th 2024
  - Attended Wayzata City Council workshop discussing the potential to allow boat rental on the depot docks
- December 16th 2024
  - Received approval from Wayzata Parks and Trails Board
- March 25th 2025
  - Received approval from Wayzata City Council for two slips May 1st-October 1st
- May 14th 2025
  - Denied approval from the LMCD to permit the two depot docks
- May 29th 2025
  - Received approval from the LMCD for day use only for two slips at the depot docks

# Contact

For further discussion and information, please contact us at:



Eric Hartman  
[info@tonkaboatrentals.com](mailto:info@tonkaboatrentals.com)  
763-248-6650



Jeff Simpson  
[jeff@tonkaboatrentals.com](mailto:jeff@tonkaboatrentals.com)  
763-898-8301



# Tonka Boat Rentals

## Customer Testimonials

To whom it may concern,

I would like to take a moment to commend the exceptional work that Eric and his team at Tonka Boat Rental consistently deliver. We are proud to maintain a strong partnership with Tonka Boats, regularly referring our guests and groups to them to experience the beauty of Lake Minnetonka.

Eric and his team exemplify the highest standards of service and professionalism. Their dedication aligns seamlessly with our core values of genuine hospitality. We have complete confidence that every guest we send their way is treated with the utmost attention and respect, ensuring a memorable and enjoyable experience on the lake.

Eric is a true asset to this remarkable community and to the continued vitality of Lake Minnetonka. The feedback we receive from our guests is consistently positive, with many expressing how much they enjoyed their time exploring the lake and its many treasures.

Tonka Boat Rental represents the very best of what Lake Minnetonka has to offer, and we are sincerely grateful for our partnership with Eric and his exceptional team.

**Matthew Truskolaski**

General Manager  
The Hotel Landing | **ninetwentyfive** | Läka Spa  
925 Lake Street East, Wayzata MN 55391

[Matt.truskolaski@thehotellanding.com](mailto:Matt.truskolaski@thehotellanding.com)





# Tonka Boat Rentals Customer Testimonials



## **Ryan, Elizabeth & August, Wayzata MN**

When we moved to Wayzata, one of our hopes was to enjoy the lake as part of our community. After nearly eight years on a waiting list for a local slip, Tonka Boat Rentals finally gave us that opportunity. The boats are in great condition, and the staff is outstanding. Eric is clearly the right person to operate this - he genuinely cares about his business and about giving people a chance to experience Lake Minnetonka. I think I speak for many residents who may never get a slip when I say this service makes us feel truly connected to the community we invested in.

Ryan, Elizabeth and August  
154 Glenbrooke Road N  
Wayzata MN, 55391



# Tonka Boat Rentals Customer Testimonials



## **Kim and Simon, Wayzata MN**

To Wayzata City Council:

We are writing to show our support for Tonka Boat Rentals and the continuation of their location on the docks near the Depot in Wayzata. We are so pleased to have them here offering such a convenient and enjoyable boating amenity for those of us that want to get out on the lake, but don't own a boat anymore.

After 7 years of applying for a municipal boat slip, we were so happy to win one in 2022, which we enjoyed for 3 seasons. It was a very hard decision to let our slip go this year, but we knew we were not going to be able to use it enough to justify keeping it. It is comforting to know that TBR is there whenever we want to get back out on Minnetonka, especially with it being just as conveniently located as the municipal marina. Eric Hartman and his crew are so enthusiastic to make the rental experience friendly and convenient. We have also referred them to neighbors here in the Ridgeview/Margaret Circle area who are still waiting for a lottery slip and want to have easy access to boat rental out of Wayzata.

They are a great business to have locally and we appreciate that you allowed them to operate here.

Thank you for your time and consideration.

Sincerely,

Kim and Simon  
182 Ridgeview Drive  
Wayzata MN, 55391



# Tonka Boat Rentals Customer Testimonials



## Rana & Brady, Wayzata MN

Tonka Boat Rental has brought an amazing business to Wayzata. We personally live in Wayzata and love the ease of their location of the rentals and that our family of 7 can experience the lake. It is a perfect way for residents and visitors to get out onto the lake and also grab a bite in downtown Wayzata. We can't wait to get out again next summer!

Rana and Brady Jenson  
125 Peavey Lane  
Wayzata MN, 55391



# Tonka Boat Rentals

## Customer Testimonials



### Terry & Gabriele, Wayzata MN

Greetings Eric and Andrea,

It was great to meet you both and hear your vision for the boat rental business!

Gabriele and I wish you great success over the coming years and were especially impressed with your collaboration with downtown Wayzata businesses. When you pin down the next date with the city council please let me know as I'd like to make it and advocate on your behalf if it's appropriate at the meeting. After our meeting today I immediately took the required MN license exam which I have attached here for your records.

As mentioned, I grew up in Excelsior, lived on Carson Bay for 20 years before moving to Wayzata five years ago, one block up from the Depot. In my earlier days I Captained charter boats for John Lambin in Excelsior years before he passed away.

I'm semi-retired and my wife and I spend about three weeks each summer in hiking the alps in Europe. Aside from that when I am here I would be very interested in being a captain for anyone you might have in mind and can usually be available on short notice. I can walk to your boats in 5 minutes. I don't drink or smoke and have a lifetime of boating experience both sailing with Wayzata and Minnetonka Yacht clubs and as well as various power boats on the lake.

Looking forward to following your future here.

Ps, For the past two years I've been researching and writing a book titled **On Waldon Shores: The Extraordinary Saga of Titanic Passengers, Walter and Mahala Douglas, Heirs to the Quaker Oats Fortune**. A major publishing firm is set to release it April 2026 to coincide with the 124 year of the Titanic sinking. As a part time historian, I can tell you it is by far and away the most comprehensive book on the history of Lake Minnetonka ever written.

Cheers,

Terry & Gabriele Kerber  
230 Manitoba Ave Suite 210  
Wayzata, MN 55391  
612-850-0745



Dear Members of the Wayzata City Council,

I am writing to share my perspective on the positive role Tonka Boat Rentals plays in the Wayzata community, both economically and socially.

Tonka Boat Rentals is more than a recreational business on Lake Minnetonka. It contributes meaningfully to the vitality of Wayzata by supporting tourism, creating local employment opportunities, and enhancing access to the lake for residents and visitors alike. Their presence encourages responsible enjoyment of one of our community's greatest natural assets and supports the small-business ecosystem that makes Wayzata unique.

In addition to their business contributions, Tonka Boat Rentals has demonstrated a strong commitment to community partnership and philanthropy. They have generously donated to Redeemer Christian Academy, directly helping our school provide student scholarships and expanded educational opportunities. Their support has made a tangible difference for families and students, enabling access to quality education that might otherwise be out of reach.

Businesses that invest back into their communities help strengthen the social fabric of our city. Tonka Boat Rentals' willingness to support local education reflects a values-driven approach that benefits Wayzata beyond the shoreline. Their contributions help build a healthier, more connected community and demonstrate the positive impact local businesses can have when they engage thoughtfully with the people they serve.

Thank you for your time and for your continued service to the Wayzata community. I appreciate your consideration and the important work you do on behalf of our city.

Respectfully,

Steph Coltart  
Redeemer Christian Academy Spring Gala Chair  
[gala@redeemerwayzata.org](mailto:gala@redeemerwayzata.org)  
763-464-9962



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 8.a
<b>TITLE:</b> Consider Approvals for Walser Lamborghini at 1022 Wayzata Blvd East: 1) PUD Development Agreement; 2) First Reading of Ordinance 860, Rezoning from C-3 to PUD; and 3) Vacation of Drainage and Utility Easements	
<b>PROPOSED MOTION:</b>	
<b>1) PUD Development Agreement</b> A. Approve the PUD Development Agreement with the applicant’s requested revisions, including removal of the condition in Resolution 12-2026 related to the volume of vehicles displayed, sold, and serviced; or  B. Approve the PUD Development Agreement without the applicant’s requested revisions (or with modifications that remain consistent with the conditions in Resolution 12-2026).	
<b>2) Rezoning</b> Approve the First Reading of Ordinance 860 amending the Official Zoning Map of the City of Wayzata to rezone the property from “C-3 Service District” to “PUD Planned Unit Development” District.	
<b>3) Vacation of Drainage and Utility Easements</b> Adopt Resolution 20-2026 approving the vacation of drainage and utility easements at 1022 Wayzata Boulevard East.	
<b>PREPARED BY:</b> Alex Sharpe, Community Development Director	
<b>REVIEWED BY:</b> Aurora Yager, City Manager	

**ACTION REQUESTED:**

Staff recommends the Council consider options noted above on approval of the PUD Development Agreement and Applicant’s requested changes.

Staff recommends approval of Ordinance 860 to rezone, based upon Council’s approval of the PUD, provided there is approval of the PUD Development Agreement.

Staff recommends adoption of Resolution 20-2026 vacating drainage and utility easements, provided the motions noted above are approved.

**FINANCIAL OR BUDGET CONSIDERATION:**

Park dedication fees, typical building permit and other permit related fees, would be collected with the development of this parcel/project.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

*Community Safety and Character*

The City strives to manage thoughtful development that balances property rights with the existing character of Wayzata’s unique residential neighborhoods.

**BACKGROUND:**

On February 24, 2026, the City Council adopted Resolution 12-2026, which approved the Preliminary and Final Plat, PUD General Plan, Variances, and Design Deviations for Walser Lamborghini at 1022 and 1042 Wayzata Blvd East, with conditions, including the items in the proposed motions above:

1. Approval of a PUD Development Agreement
2. Ordinance to amend the Official Zoning Map from C-3 to PUD

### 3. Vacation of Drainage and Utility Easements on 1022 Wayzata Blvd E.

#### **PUD Development Agreement**

Staff has been working with the applicant-developer, Walser Real Estate, LLC, to finalize a PUD Development Agreement consistent with the conditions of Resolution 12-2026, one of which was:

*“general description and specifications of the permitted use for the PUD, including the hours of operation of the high-end automobile dealership; the volume of cars shown, sold, and serviced; and the policies and procedures to be followed by the Applicant to minimize noise that would impact the adjacent residential area.” (emphasis added).*

While working on the draft agreement, staff received a formal request from Walser (see letter of John Brennan, Senior Vice President and General Counsel of Walser Automotive Group included with this report) to remove the reference to the volume of cars shown, sold, and serviced. These concerns were previously voiced by some on the Applicant team to staff. However, both the Planning Commission and City Council emphasized the importance of regulating the intensity of use on this parcel, including discussion of limiting the total number of vehicles sold on site and the applicant did not voice concern on the conditions of approval to Council. The Applicant also described low volumes during the review process by the Planning Commission and City Council during the concept and general plan phases.

Consistent with the discussions of the Commission and Council during both phases of review, Resolution 12-2026 incorporated the condition on volume of cars shown, sold, and serviced.

Thus, for this item, the City Council may:

1. Approve the PUD Development Agreement with Applicant’s requested removal of the condition on volume of cars shown, sold, and serviced, which would require Council to also amend Resolution 12-2026 to remove that condition;
2. Approve the PUD Development Agreement without the Applicant’s requested changes; or
3. Direct the Applicant, staff, and City Attorney to draft alternative language addressing vehicles shown, serviced, and sold without numerical limits.\*

\*Staff notes that enforcement and regulation of intensity of use may be more difficult if alternative language does not include specific numerical thresholds or other objectively verifiable data.

The draft development agreement is attached for review. The current draft is consistent with the conditions outlined in Resolution 12-2026. Proposed revisions requested by Walser are shown as redlined edits.

#### **Zoning Map Amendment**

A final step in the PUD process is amendment of the City’s Official Zoning Map from the existing C-3 district zoning to PUD zoning. The findings and approval for this action were a part of Resolution 12-2026. The rezoning ordinance will require two readings and publication prior to taking effect and is contingent on approval of the PUD Development Agreement.

#### **Vacation of Drainage and Utility Easements**

In connection with the approval of the new plat of the Property, combining two previously separate parcels, new drainage and utility easements are needed and the old/existing easements should be vacated. Staff has previously presented the details of this request.

Essentially, all existing drainage and utility easements on the Property that are no longer needed are proposed to be vacated to simplify the legal description of the Vacation. The final plat approved on February 24, 2026, reestablishes perimeter easements around the combined parcels, leaving only the north/south easement along the shared lot line affected. An exhibit of the vacation is included in the resolution to vacate.

To effectuate the vacation, state statute requires the City Council to hold a public hearing to determine

whether the proposed vacation would adversely affect utility operators or adjacent property owners.

Prior to the hearing, all local utility companies were notified at least two weeks in advance, and all properties within 350 feet of the area to be vacated were also notified.

The resolution to vacate the easements requires a 4/5 vote of the City Council.

**ATTACHMENTS:**

1. Development Agreement - Walser Lamborghini PUD - Proposed Final Draft (Applicant Requested Changes Redlined)
2. Walser Letter to Wayzata City Council
3. Draft Ordinance 860 Rezoning 1022 and 1042 Wayzata Blvd E
4. Resolution 20-2026 Vacating Drainage and Utility Easement - 1022 and 1042 Wayzata Blvd E (Draft)
5. Walser Lamborghini Plan Set

**PUD DEVELOPMENT AGREEMENT  
(1022 and 1042 Wayzata Blvd E, Wayzata, MN)**

THIS PUD DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Wayzata, a Minnesota municipal corporation (“**City**”), and Walser Real Estate, LLC, a Minnesota limited liability company (“**Developer**”), regarding the real property located at 1022 and 1042 Wayzata Boulevard E, legally described on Exhibit A attached hereto (collectively, the “**Property**”).

Pursuant to the Wayzata Subdivision and Zoning Ordinances, and the terms and conditions of Resolution No. 12-2026 adopted by the Wayzata City Council (the “**City Resolutions**”) and Ordinance No. \_\_\_\_\_ adopted by the Wayzata City Council (the “**City Ordinance**”), copies of which are on file with and can be made available by the City, the parties agree as follows:

1. **Planned Unit Development.** Under the City Resolutions, the City has (i) granted Developer approval of a planned unit development (“**PUD**”) for a new Lamborghini automobile dealership, featuring a new building on the Property with a showroom, service bays, customer lounges, and office spaces; related surface and underground parking for customers and employees; and other related improvements to the Property (collectively, the “**Project**”). The Project shall be developed, and the Property shall be operated and used, in accordance with the terms of this Agreement and the City Resolutions and the City Ordinance, the terms of which are incorporated by reference in this Agreement as if fully stated herein, and are acknowledged and reaffirmed by Developer. The conditions of approval of the City Resolutions include:
  - A. The Applicant must secure all necessary building permits for construction of the Project, and follow all laws and regulations applicable to thereto, including building codes and land use regulations, and City Code and policies applicable to days and times of work, and construction management requirements.
  - B. Stormwater Facilities, Grading, Drainage, and Erosion Plans for the Project must be approved by the City Engineer prior to the submission of building permits and submitted to the City for review.
  - C. The Applicant must enter into a PUD Development Agreement with the City, with terms and in a form acceptable to the City Attorney, that incorporates (i) the approvals and conditions of the Resolution, (ii) the plans and specifications of the approved PUD General and Final Plans, and (iii) the requirements of the Zoning Ordinance.
  - D. The Final PUD Plan and/or PUD Development Agreement must incorporate all of the following: (i) general description and specifications of the permitted use for the PUD, including the hours of operation of the high-end automobile dealership; ~~the volume of cars shown, sold and serviced;~~ and the plans, policies and procedures to be followed by the Applicant to minimize noise and lighting that

would impact the adjacent residential area; (ii) expanded fence design to run the entire length of the south end of the Property adjacent to the residential neighborhood; (iii) a construction management plan for the Project that is acceptable to City staff; and (iv) a modified sidewalk design along Wayzata Boulevard to incorporate a buffer between the sidewalk and Wayzata Boulevard with standard tree plantings and combined private and public walkway in that area.

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

F. The PUD Rezoning should take effect only upon approval of PUD Final Plan.

2. **Definition and Amendment of Plans.** The Project shall be developed and constructed, and the Property shall be operated and used, in accordance with the plans and specifications listed on Exhibit B attached hereto, which shall include but not be limited to: (i) demolition plan; (ii) final civil engineering plans; (iii) final site plan; (iv) grading, drainage, and erosion control plan; (v) utility plan; (vi) stormwater management plan; (vii) lighting plan; and (viii) final tree replacement and landscaping plans, including updated fencing plan (collectively, the “**Plans**”). Such Plans are on file with the City and may be amended from time to time with the prior approval of the City, provided all such amendments comply with the terms of this Agreement and City Code regarding amendments to planned unit developments. To the extent required by the City, the parties shall execute an agreement acknowledging any amendment to the Plans and record the same with the appropriate Hennepin County land record office(s) for the Property. Developer acknowledges that the Plans must comply with all City Code and City design specifications, and must be reviewed and approved by the City Engineer, and in the case of the landscaping plans, reviewed by the City Forester, prior to the City’s issuance of a building permit for the Project.
3. **Construction Management Plan.** Developer shall prepare a Construction Management Plan for the Project (the “**Construction Management Plan**”) outlining the timing, staging and details of the phases of the Project which shall be subject to the review and approval of the City Engineer prior to the City’s issuance of a building permit for the Project. The initial Construction Management Plan shall be included as part of Exhibit B hereto but the City Engineer may authorize amendments thereto from time to time during the course of construction of the Project. Developer shall construct the Project and the Public and Private Improvements in accordance with the Construction Management Plan that has been approved by the City Engineer.
4. **Park Dedication Fee.** In accordance with a proposed amendment to Wayzata City Code that is being considered by City Council that would affect the calculation of park dedication fees for the Project, and provided that such amendment is effective no later than May 2026, the City shall assess Developer a Park Dedication Fee in accordance with such amendment. In the event that does not occur, the City shall assess Developer a Park Dedication Fee of seventy thousand five hundred and sixty dollars (\$70,560.00) in accordance with unamended Sec. 1006.15 of Wayzata City Code. Payment in full of the Park Dedication

Fee shall be required prior to the City's execution and release of the Final Plat for recording purposes, and the issuance of any building permit.

5. **Permitted Uses and Operations of the PUD.** The uses permitted in the PUD shall be strictly limited to the uses described in the approved PUD Plan, which are those uses associated with a high-end, limited size, ~~and volume Lamborghini exotic~~ automobile dealership (i.e., rare, high-performance vehicles characterized by high cost and produced in limited numbers) with a single showroom, no more than 6 service bays, related customer lounges, and office spaces. The hours of operation shall be limited to the hours of 10:00 a.m. to 9:00 p.m. weekdays and 9:00 a.m. to 7:00 p.m. on weekend for sales-related activities, and 7:00 a.m. to 6:00 p.m. daily for service-related activities. The occasional customer appointment outside of such hours shall be permitted. Deliveries and other activities that support the ongoing operations of the dealership shall be limited to these times. ~~The volume of cars shown, sold and serviced must generally average less than the following in a given year: \_\_\_ cars shown per month, \_\_\_ cars sold per month, \_\_\_ cars serviced per month.~~ Used vehicle sales shall be permitted only to the extent such business is ancillary to a new vehicle sales franchise. Test drives shall follow a predetermined route(s), which will prohibit driving through residential areas or Lake Street. All vehicle inventory shall be stored inside the building (no outdoor storage of inventory is permitted on site). Plans, policies and procedures that meet or exceed City Code and industry standards shall be established and followed at all times so as to minimize noise and lighting that would impact adjacent residential areas. There shall be a dedicated neighborhood liaison at the dealership for ongoing and open dialogue with local constituents. Any other types of uses or change to the scale, scope, specifications, rules, or nature of the permitted use and operations of the PUD (including any of the foregoing) shall require an amendment to the PUD.
6. **Tree Replacement and Landscaping.** Developer shall execute all tree replacement and landscaping plans for the Project which are part of Exhibit B, in accordance with the requirements of this Agreement and City Code, including the requirements of City Code Ch. 936. The Developer shall maintain all such landscaping and tree replacement on the Property according to such plans or plans that may be approved in the future by the City Forester. The Developer shall maintain all such landscaping and tree replacement in the public right-of-way until (i) the Public Improvements are accepted by the City, and (ii) the warranty period required under City Code Ch. 936 has expired on all such landscaping and improvements.
7. **Public Access Easements.** Developer shall grant non-exclusive public access and use easements to the City permitting public use, ingress, and egress over the sidewalks, walkway and related areas substantially in the form of the Public Access Easement Agreement attached hereto as Exhibit C (the "**Easement Agreement**"). The City shall record the Easement Agreement prior to issuance of a building permit for the Project.
8. **Temporary Construction Easement.** The Developer will need access to adjacent public right of way to complete the construction of the Project on the Property. The City accordingly will agree to provide a temporary construction easement (the "**Temporary Construction Easement**") in the form attached hereto as Exhibit D.

9. **Public Improvements.** At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit E (“**Public Improvements**”) in accordance with the Plans. The City shall have no responsibility for any costs for or related to the construction of the Public Improvements or for the cost of any other improvements for or related to the Project.
10. **Private Improvements.** At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit F (“**Private Improvements**”) in accordance with the Plans. The City shall bear no responsibility for any costs for or related to the construction of the Private Improvements or for the cost of any other improvements for or related to the Project.
11. **Maintenance Costs.** The Developer shall repair, replace and maintain, and be liable for the cost of repairing, replacing and maintaining the Public and Private Improvements installed by the Developer; provided, however, except to the extent of any warranty claims or repairs or replacements of construction defects, and except as otherwise provided for in this Agreement, the City will be responsible for the repair, replacement and maintenance of and own all Public Improvements once inspected, tested, approved and accepted in writing by the City, such writing to be in the form of a recordable certificate of completion. Developer shall enter into a Stormwater Facilities Maintenance Agreement with the City based on the City’s standard form attached hereto as Exhibit G that addresses stormwater facilities maintenance on the Property.
12. **Warranty.** As to the Public Improvements, the Developer warrants all such work required to be performed by it pursuant to this Agreement against poor material and faulty workmanship for a period of twenty-four (24) months after final completion is certified by the Developer’s civil engineer, and such completion is certified to the City, which shall be known herein as the “**Completion Date**”. If City notifies Developer of a deficiency, or if Developer determines there is a deficiency, within twenty-four (24) months from the Completion Date, Developer shall correct such deficiency. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for the time specified by City Code after planting. Any replacements shall be similarly warranted from the time of planting. The warranties referred to in this Section shall hereinafter be referred to, collectively, as the “**Warranties**”.
  - A. **Security For Public and Private Improvements.** Prior to the issuance of any building permit for the Project, Developer shall deposit with the City an irrevocable letter of credit or cash deposit (in either case, the “**Security For Public and Private Improvements**”) in an amount equal to nine hundred and forty thousand, three hundred and seventy-five dollars (\$940,375,00), being 125% of the estimated construction costs of certain Public and Private Improvements shown on Exhibit E and Exhibit F. As further described in 12.D of this Agreement, the Security For Public and Private Improvements shall be reduced from time to time as Developer’s obligations with respect to the Public and Private Improvements are partially satisfied. The Developer shall submit a final itemized list of Public and Private Improvements including the cost of each with Developer’s building permit application and after the review of the City Engineer, the City may adjust the

amount of the Security For Public and Private Improvements. In the event that an application for a building permit for the Project is not made within six (6) months following the date of this Agreement, the City may reasonably adjust the amount of the Security For Public and Private Improvements by submitting a written request to Developer, including supporting cost documentation demonstrating that construction cost estimates for the Public Improvements or Private Improvements have increased from the date hereof. The Security for Public and Private Improvements shall secure all the Developer's obligations as described by this Agreement. The Security for Public and Private Improvements shall be referred to herein, collectively and individually, as the "**Security**".

- B. If a letter of credit is deposited for the Security, the issuer of the Security, and the form and terms of such Security, shall be subject to the prior approval of the City. The letter of credit, if applicable, shall be in force until all of the Public Improvements and Private Improvements have been fully completed, and fully tested, inspected and accepted by the City, and all warranty period periods hereunder for the Public Improvements have expired, subject to the reduction in value described by Section 12.D of this Agreement. The letter of credit, if applicable, shall be for at least a one-year term, provided it is automatically renewable for successive one-year periods from the present or any future expiration dates, unless sixty (60) days prior to an expiration date (but in no event at least thirty (30) days from an expiration date), the issuer of the letter of credit notifies the City that it elects not to renew for an additional period. At least thirty (30) days prior to the expiration of any letter of credit provided under this Section, if the letter of credit is not being renewed, Developer shall provide the City with a replacement letter of credit, acceptable to the City, which shall extend at least one year beyond the expiration date of the letter of credit then in effect, or the City may immediately draw in full upon the letter of credit then in effect.
- C. The City may draw on the Security provided under this Section with twenty (20) business days' prior written notice to Developer, if (i) the Developer fails to complete the Public Improvements or Private Improvements prior to the date on which the City is to issue the final certificate of occupancy for the Project under the Construction Management Plan, or (ii) the Developer fails to address an issue with the Public Improvements during the warranty period therefor.
- D. Upon prior written approval from the City, the amount of the Security shall be reduced from time to time in accordance with this Section 12.D as Developer's obligations with respect to the phases of the Public and Private Improvements are partially completed. The amount of such reduction shall be in the City's reasonable discretion and equal no more than 100% of the originally estimated cost as shown on the exhibits hereto for the particular Public Improvement or Private Improvement completed, as confirmed by the City upon review and as certified by the Developer's civil engineer; provided however, that after any such reductions the remaining amount of the Security shall be no less than 25% of the estimated cost to fully complete the remaining Public Improvements or Private Improvements and cover them through the period of the applicable Warranties, as determined by

the City. Any remaining Security on deposit with the City upon the completion of all Public and Private Improvements, as certified by the Developer's civil engineer, and after the expiration of all Warranties, shall be released to Developer upon Developer's written request to the City.

**13. License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property during the development, including construction, and all times until the City issues a final Certificate of Completion for the Project, to perform all work and inspections applicable thereto and contemplated under this Agreement and/or under the City Code. If the Developer fails to pay or perform its obligations under this Agreement with respect to the Public Improvements or Private Improvements after notice and expiration of any cure period, which shall be at least thirty (30) days after written notice of any such failure to perform or such longer period as may be reasonably necessary, provided Developer has acted promptly and pursued such cure with diligence, then the City may enter the Property and pay or perform such obligations and obtain payment for the expenses therefor from the proceeds of the Security. Among other expenditures, the City may draw upon the Security to satisfy the claims of contractors or suppliers which have not been paid or satisfied by the Developer with respect to the Public Improvements or Private Improvements.

**14. Responsibility for Costs; Indemnification.**

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

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

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

15. **Events of Default.**

A. **Events of Default Defined.** The following shall be “Events of Default” under this Agreement:

- i. Failure by the Developer to pay when due amounts required to be paid under any provision of this Agreement.
- ii. Failure by the Developer to observe and substantially perform any covenant, condition or obligation on its part to be observed or performed under this Agreement.

B. **Remedies of Default.** Whenever any Event of Default occurs and the Developer fails to cure such default within (i) twenty (20) days after notice of a monetary default by the City; or (ii) thirty (30) days after notice by the City of a non-monetary default or such longer period as may be reasonably necessary, provided Developer has acted promptly and pursued such cure with diligence; or (iii) in the case of an emergency, such shorter period of time as may be reasonable under all of the circumstances, then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, take any one or more of the following actions:

- i. Perform or hire a third party to perform for the account of the Developer any obligation of the Developer hereunder. The Developer shall promptly reimburse the City for any reasonable expense incurred by the City, as provided hereunder. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Property or to act in accordance with this Agreement. When the City does any work as allowed herein, the City may, in addition to its other remedies, assess the cost in whole or in part against the Property and the Property shall be deemed to have benefited from the work in the reasonable amount expended by the City to perform such work.
- ii. Withhold approval of any permit with respect to the Property, including building permits and certificates of occupancy for the Property.
- iii. Require the Developer to discontinue work on the Property until such time as the Event of Default has been cured.
- iv. Assess against the Property any reasonable costs incurred or damages suffered by the City due to the breach of this Agreement by Developer, and the Property shall be deemed to have benefited by such amount.
- v. Draw on any Security, or the proceeds thereof, to pay to cure the default.

16. **Representations.** Developer warrants and represents, for the benefit of the City, that, as of the date hereof: (i) Developer, or its permitted assigns, is the fee owner of the Property and each has all requisite power and authority to execute and deliver this Agreement, and to

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

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

under this Agreement shall be in form and content, and in all other respects reasonably satisfactory to the City.

**20. Miscellaneous.**

- A.** This Agreement shall be binding on and inure to the benefit of the City and the Developer, and their respective successors and assigns. The Developer may not assign this Agreement or any of its rights and/or obligations hereunder, in full or in part, without prior written consent from the City, which shall not be unreasonably delayed or withheld and any such consent shall be subject to any new owner or owners of the Property, in writing, assuming the obligations of the Developer hereunder in a document approved, in writing, by the City.
- B.** This Agreement may not be terminated, amended, revoked or modified without the written agreement of the then current fee owner(s) of the Project and the City, in a document which is in recordable form.
- C.** All exhibits and attachments referred to herein and attached hereto shall be deemed part of the Agreement.
- D.** Notwithstanding anything to the contrary herein, this Agreement shall not limit the City's rights and powers under applicable law, including without limitation any rights to maintain public or City-owned property.
- E.** There shall be no third-party beneficiaries to this Agreement and third parties shall have no recourse against the City under this Agreement.
- F.** If any portion, section, sub-section, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
- G.** The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. No building permit or certificate of occupancy shall be issued which conflicts with the requirements of this Agreement. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- H.** This Agreement and any amendments thereto shall run with the Property including, without limitation, any common interest community that may be created with respect to the Property, and shall be recorded against the title to the Property at the expense of the Developer. Developer shall provide the City with a recorded copy of this Agreement, and any amendments thereto, as soon as they are available. No building permits shall be issued for the Property until evidence of such recording acceptable to the City has been provided by the Developer.
- I.** If the Developer endeavors to create a common interest community with respect to the Property, it shall disclose this Agreement, together with any amendment thereto,

in any disclosure statement required under Minnesota Statutes, Section 515B.4-102, or any other applicable law.

- J.** After the Developer has completed all of the Public Improvements required of it under this Agreement and the City has inspected, approved and accepted ownership of all Public Improvements, then, at the Developer's request, the City will execute and deliver to the Developer a Certificate of Completion in recordable form evidencing performance by Developer of its obligations hereunder with respect to the Public Improvements, subject to:
- i. Any representations or warranties which may be in effect subsequent to the date of completion;
  - ii. The obligations of the Developer to retain the Public Improvements in the form described by the Plans referenced herein;
  - iii. Any other obligations that are not specifically identified in such Certificate as having been performed.
- K.** Any obligations imposed by this Agreement not certified as having been satisfied in such Certificate of Completion, and all warranties and representations of the Developer, shall remain the ongoing obligation of the Developer and its successors and assigns, including any HOA, regardless of whether or not such obligations have been assigned to or assumed by said HOA pursuant to the terms of this Agreement. Any HOA and each owner of the Property shall be subject to all the restrictions and obligations contained herein to the extent that such restrictions and obligations have not been satisfied by the Certificate.
- L.** Each right, power or remedy herein conferred upon either party is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to such party at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the party having such right, power and remedy and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- M.** The City and Developer are not intended to become partners or joint venturers and nothing herein shall be construed or applied to constitute the Owner and Developer as partners or joint venturers.
- N.** Notwithstanding any provision of this Agreement to the contrary, to the full extent permitted by law, any further development or construction of new improvements and any additions or alterations to existing improvements not expressly approved under this Agreement will require additional approvals from the City, as required by City ordinances, and in full compliance with any amendments to the City's Comprehensive Plan or Code requirements enacted after the date of this Agreement.

- O. This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
  - P. This Agreement shall be governed by and construed under the laws of Minnesota. To the extent Minnesota Statutes, Section 500.20, as amended, applies to this instrument, this Agreement creates a public covenant, condition and restriction and the parties intend for it to be perpetual, except as expressly provided herein.
22. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified or registered mail at the following address:

Walser Real Estate, LLC  
4401 American Blvd W, Suite 300  
Bloomington, Minnesota 55437  
Attention: CEO

With copies to:

Walser Real Estate, LLC  
4401 American Blvd W, Suite 300  
Bloomington, Minnesota 55437  
Attention: General Counsel

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

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

With copies to:

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

[SIGNATURE PAGES ATTACHED]

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

**DEVELOPER:**

**Walser Real Estate, LLC,  
a Minnesota limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_, the Manager of Walser Real Estate, LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE TO PUD DEVELOPMENT AGREEMENT FOR  
1022 AND 1042 WAYZATA BLVD E]

**CITY:**

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

---

By: Andrew Mullin  
Its: Mayor

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Andrew Mullin, Mayor of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

---

Notary Public

[SIGNATURE PAGE TO PUD DEVELOPMENT AGREEMENT FOR  
1022 AND 1042 WAYZATA BLVD E]

**CITY:**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: City Manager

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, City Manager of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

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

## **LIST OF EXHIBITS**

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

**EXHIBIT A**

**Legal Description and Information of the Property**

Parcel 1:

Lot 1, Block 1, Wayzata Boulevard Retail, except that part of said Lot 1 embraced within the following described land:

That part of Block 45, Minnetonka Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning; thence North 88 degrees 08 minutes East to the actual point of beginning.

Hennepin County, Minnesota  
Abstract Property

Parcel 2:

That part of Lot 1, Block 1, Wayzata Boulevard Retail, embraced within the following described land:

That part of Block 45, Minnetonka Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning; thence North 88 degrees 08 minutes East to the actual point of beginning.

Hennepin County, Minnesota  
Torrens Property

(Per Title Commitment for Title Insurance issued by Commercial Partners Title, a division of Chicago Title Insurance Company, Commitment No. CP73897, commitment date June 28, 2024)

That part of Block 45, "Minnetonka Arlington Heights" described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22 West; thence along the East line of said Government Lot 4 a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance 83 feet, along a line hereinafter referred to as Line "A" to the actual point of beginning; thence continuing South 89 degrees 45 minutes West, a distance of 85 feet; thence South parallel to the East line of said Government Lot 4 a distance of 126.72 feet; thence Easterly to a point in the East line of said Block 45 distant 124 feet South of its intersection with the aforementioned Line "A"; thence North along the East line of said Block 45 a distance of 74 feet; thence Northwesterly a distance of 70.56 feet more or less to the actual point of beginning.

Hennepin County, Minnesota  
Torrens Property

## **EXHIBIT B**

### **List of Plans**

(dated as of and as prepared by)

- i. Demolition Plan Dated: 3/20/2026. Prepared by: Rehder & Associated, Inc.
- ii. Final Civil Engineering Plans Dated: 3/20/2026. Prepared by: Rehder & Associated, Inc
- iii. Final Site Plan Dated: 3/20/2026. Prepared by: Rehder & Associated, Inc
- iv. Tree Preservation Plan Dated: 3/20/2026. Prepared by: Rehder & Associated, Inc
- v. Architectural Plans and Elevations Dated: 3/20/2026. Prepared by: Gries Architectural Group, Inc.
- vi. Stormwater Management Plan Dated: 3/20/2026. Prepared by: Rehder & Associated, Inc
- vii. Lighting Plan Dated: 12/17/2025. Prepared by Stinson Electric Inc.
- viii. Final Landscape Plan Dated: 3/20/2026. Prepared by: Rehder & Associated, Inc
- ix. Initial Construction Management Plan Dated: 4/7/2026. Prepared by: Source Group, LLC.

**EXHIBIT C**  
**[following page]**

**Form of Easement Agreement**

**PUBLIC ACCESS EASEMENT AGREEMENT**

THIS PUBLIC ACCESS EASEMENT AGREEMENT (this “Agreement”), is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF WAYZATA, a Minnesota municipal corporation (hereinafter the “City”), and WALSER REAL ESTATE, LLC, a Minnesota limited liability company (hereinafter the “Developer”).

W I T N E S S E T H:

**WHEREAS**, the City and the Developer have entered into a Development Agreement, dated \_\_\_\_ \_\_\_\_, 2026 (the “Development Agreement”), with respect to the development of the real property located at 900 Wayzata Boulevard E, Wayzata, Minnesota, and legally described as \_\_\_\_\_ (the “Property”), which Development Agreement necessitates the execution of this Agreement; and

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

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

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

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

**ARTICLE I**

**GRANT OF EASEMENTS**

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

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

Section 1.3. Releases and Reservations.

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

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

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

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

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

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

## ARTICLE II

### TERM

Section 2.1. Term. The Public Access Easement will become effective upon the date of this Agreement.

## ARTICLE III

### UTILITIES

Section 3.1. Utility Charges. The Developer will pay, or cause to be paid, when the same become due and at its sole cost and expenses, all charges for water, sewer usage, gas, electricity, and any and all other utility or similar services used, rendered, supplied, or consumed in, upon, at, from, or in connection with the Public Access Easement Area, or any part thereof.

## ARTICLE IV

### TAXES AND ASSESSMENTS

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

## ARTICLE V

### USE OF PUBLIC ACCESS EASEMENT

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

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

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

## ARTICLE VI

### INDEMNIFICATION, INSURANCE

Section 6.1. Property Insurance. The Developer, at its sole cost and expense, must keep the Public Access Easement Area, and all alterations, extensions, and improvements thereto and replacements thereof, insured against loss or damage by fire and against those casualties covered by extended coverage insurance and against vandalism and malicious mischief and against such other risks, of a similar or dissimilar nature, as are customarily covered with respect to improvements similar in construction, general location, use, and occupancy to the Public Access

Easement Area. Such policy of insurance will affirmatively include the full replacement cost measure of recovery.

Section 6.2. Indemnification of the City.

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

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

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

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

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

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

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

## **ARTICLE VII**

### **ASSIGNMENT, SUBORDINATION**

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

## **ARTICLE VIII**

### **MAINTENANCE OF THE PUBLIC ACCESS EASEMENT AREA**

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

Section 8.2. Destruction. In the event that the Public Access Easement Area is destroyed by fire or other casualty, and subject to a determination by any lender holding a mortgage on the Public Access Easement Area, the Developer will rebuild or reconstruct and restore the Public Access Easement Area and Improvements to the good, clean, and safe condition and repair contemplated herein.

## **ARTICLE IX**

### **DEFAULT AND TERMINATION**

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

## **ARTICLE X**

### **MISCELLANEOUS**

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF WAYZATA, a Minnesota  
municipal corporation

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2026,  
by Andrew Mullin and Aurora Yager, the Mayor and City Manager, respectively, of the CITY OF  
WAYZATA, a Minnesota municipal corporation, on behalf of the municipal corporation.

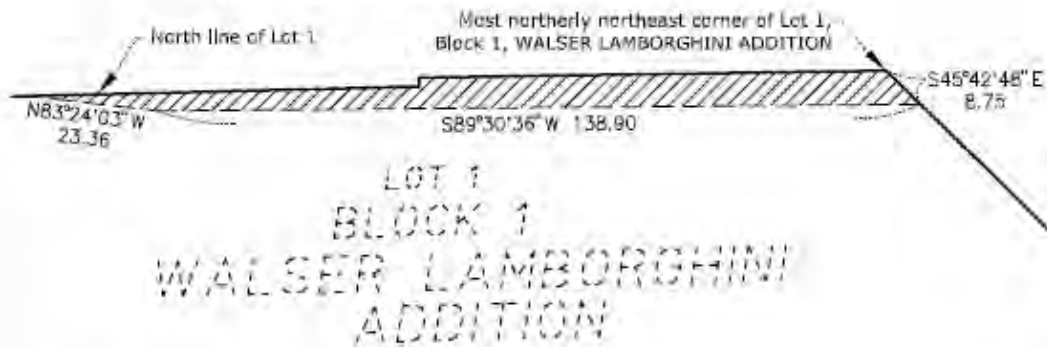
\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



Easement Sketch for:  
**GRIES ARCHITECTURAL  
 GROUP, INC.**

**WAYZATA BLVD E. (CO. RD. NO. 101)**



**PROPERTY DESCRIPTION**

An easement for sidewalk purposes over and across that part of Lot 1, Block 1, WALSER LAMBORGHINI ADDITION, Hennepin County, Minnesota, lying north of the following described line:

Commencing at the most northerly northeast corner of said Lot 1, thence South 45 degrees 42 minutes 48 seconds East 8.75 feet, along the east line of Lot 1, to the point of beginning of said described line; thence South 89 degrees 30 minutes 36 seconds West 138.90 feet; thence North 83 degrees 24 minutes 03 seconds West 23.36 feet to the north line of Lot 1 and said described line there terminating.



Scale: 1 inch = 30 feet

▨ Easement Area

Easement Area = 731.61 square feet



**REHDER  
 & ASSOCIATES, INC.**  
 75 Englewood Loop, Suite 200  
 Minneapolis, MN 55425  
 Phone: 612-338-4400  
 Fax: 612-338-4401  
 www.rehder.com

2443 Federal Drive, Suite 110  
 Eden Prairie, MN 55322  
 Telephone: 462-462-4000  
 www.rehder.com

JOB: 254-3440.017

**EXHIBIT D**

**Form of Easement Agreement**

**TEMPORARY CONSTRUCTION EASEMENT**

This Temporary Construction Easement (“Easement”) is made by the City of Wayzata, (“Grantor”) and WALSER REAL ESTATE, LLC, a Minnesota limited liability company (“Grantee”) (collectively referred to as the “Parties”).

WITNESSETH:

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

**Whereas**, Grantee plans to construct a new building and make related improvements on the Property as approved by the City of Wayzata (the “Project”); and

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

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

**ARTICLE I**

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

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

**ARTICLE II**

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

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

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

### ARTICLE III

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

### ARTICLE IV

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

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

Grantee: WALSER REAL ESTATE, LLC  
4401 American Blvd W, Suite 300  
Bloomington, MN 55437  
Attention: General Counsel

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

**Section 4.3 Liability.** Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. Grantee shall indemnify and hold Grantor harmless from and against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and reasonable attorneys' fees, that Grantor incurs or suffers, that arise out of, result from or relate to Grantee's use of the Temporary Construction Easement, and/or any other entry onto the Temporary Construction Easement by Grantee or anyone acting under or on behalf of Grantee or any other third party. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF WAYZATA, a Minnesota  
municipal corporation

By: \_\_\_\_\_  
Andrew Mullin, Mayor

By: \_\_\_\_\_  
Aurora Yager, City Manager

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF HENNEPIN        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2026, by Andrew Mullin and Aurora Yager, the Mayor and City Manager, respectively, of the CITY OF WAYZATA, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

WALSER REAL ESTATE, LLC,  
a Minnesota limited liability company

By: \_\_\_\_\_  
Its Manager

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF HENNEPIN        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2026,  
by \_\_\_\_\_, the Manager of WALSER REAL ESTATE, LLC, a Minnesota limited  
liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

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

**Exhibit A**  
**Legal Description and Property Information**

Parcel 1:

Lot 1, Block 1, Wayzata Boulevard Retail, except that part of said Lot 1 embraced within the following described land:

That part of Block 45, Minnetonka Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning; thence North 88 degrees 08 minutes East to the actual point of beginning.

Hennepin County, Minnesota

Abstract Property

Parcel 2:

That part of Lot 1, Block 1, Wayzata Boulevard Retail, embraced within the following described land:

That part of Block 45, Minnetonka Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88

degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning; thence North 88 degrees 08 minutes East to the actual point of beginning.

Hennepin County, Minnesota

Torrens Property

(Per Title Commitment for Title Insurance issued by Commercial Partners Title, a division of Chicago Title Insurance Company, Commitment No. CP73897, commitment date June 28, 2024)

That part of Block 45, "Minnetonka Arlington Heights" described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22 West; thence along the East line of said Government Lot 4 a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance 83 feet, along a line hereinafter referred to as Line "A" to the actual point of beginning; thence continuing South 89 degrees 45 minutes West, a distance of 85 feet; thence South parallel to the East line of said Government Lot 4 a distance of 126.72 feet; thence Easterly to a point in the East line of said Block 45 distant 124 feet South of its intersection with the aforementioned Line "A"; thence North along the East line of said Block 45 a distance of 74 feet; thence Northwesterly a distance of 70.56 feet more or less to the actual point of beginning.

Hennepin County, Minnesota

Torrens Property

**Exhibit B**

**Temporary Construction Easement Area Legal Description**

**Exhibit C**

**Representative drawing of Temporary Construction Easement Area**

## **EXHIBIT E**

### **Public Improvements**

The Public Improvements are as follows:

- 1) Construction of street, street signs, water and sanitary sewer utilities, sidewalk, streetscaping, lighting, and landscaping along the right of way adjacent to the Property, all in accordance with the Plans and with an estimated cost of \$52,500.00
  - a. Public Improvements are detailed as follows:
    - i. Boulevard landscaping in accordance with the Plans, with an estimated cost of \$8,500.00
    - ii. Sidewalk in accordance with the Plans, with an estimated cost of \$28,000.00
    - iii. Concrete Apron/gutter at Central in accordance with the Plans, with an estimated cost of \$16,000.00

## **EXHIBIT F**

### **Private Improvements**

The Private Improvements are as follows:

1. Total Private Improvements in accordance with the Plans, with an estimated cost of \$699,800.00
2. Sanitary sewer utilities in accordance with the Plans, with an estimated cost of \$9,000.00).
3. Storm sewer and stormwater management facilities in accordance with the Plans, with an estimated cost of \$32,000.00
4. Water utilities in accordance with the Plans, with an estimated cost of \$12,000.00
5. Access and parking areas in accordance with the Plans, with an estimated cost of \$437,300.00.
6. Landscaping in accordance with the Plans, with an estimated cost of \$95,000.00.
7. Perimeter Screening fence in accordance with the Plans, with an estimated cost of \$83,000.00
8. Site Lighting in accordance with the Plans, with an estimated cost of \$31,500.00

**EXHIBIT G**

**Form of Stormwater Maintenance Agreement**

[following page]

---

**STORMWATER FACILITIES MAINTENANCE AGREEMENT  
AND  
RESTRICTIVE COVENANT**

This Stormwater Facilities Maintenance Agreement and Restrictive Covenant (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Wayzata, a Minnesota municipal corporation (the “City”), and Walser Real Estate, LLC, a Minnesota limited liability company (the “Owner”).

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

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

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

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

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

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

**T E R M S**

1. Construction and Maintenance. Owner agrees to construct and maintain a stormwater collection and drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City and the Owner, its successors or assigns, agree that the system should be altered in some manner or eliminated.
2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

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

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

- a. Gardens. Visually inspected annually for areas of compressed dirt. Areas of compressed dirt will be tilled.
- b. Lawn Areas. Visually inspected annually for areas of bare compressed dirt. Areas of bare compressed dirt will be aerated, raked and seeded.
- c. Holding Pond: Areas on plan designated as “holding pond”, “storm water detention basin” or “rain garden” (an area fully planted where water will collect and slowly filter through the earth below). Visually inspected annually for plantings and tested every 5 years for filtration. Bare areas will be planted with plantings designated on landscape plan. If properly working, silt will build up in the rain garden reducing its effectiveness. If filtration testing indicates 12 inches or more of standing water remaining in the rain garden after 7 days, the rain garden will be excavated and restored to its original configuration. Water used for filtration testing may be from natural stormwater during a rain event.
- d. Stormwater Structures. The grading plan indicates several structures on and around the site including trench drains, rain guardian turrets, sump manholes and the holding pond outlet structure. Inspected for sedimentation and for free flow of drainage. Lack of flow will require investigation and removal of blockage.

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

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

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

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

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

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

9. Minnehaha Creek Watershed District Permit. NOT APPLICABLE.

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

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

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

To the Owner:  
Walser Real Estate, LLC  
4401 American Blvd W, Suite 300  
Bloomington, MN 55437  
Attention: General Counsel

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

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

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

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

[Signature Pages Follow]

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

**Legal Description of Property**

Parcel 1:

Lot 1, Block 1, Wayzata Boulevard Retail, except that part of said Lot 1 embraced within the following described land:

That part of Block 45, Minnetonka Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning; thence North 88 degrees 08 minutes East to the actual point of beginning.

Hennepin County, Minnesota  
Abstract Property

Parcel 2:

That part of Lot 1, Block 1, Wayzata Boulevard Retail, embraced within the following described land:

That part of Block 45, Minnetonka Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 117, Range 22; thence South along the East line of said Government Lot 4, a distance of 50 feet; thence South 89 degrees 45 minutes West (assuming said East line as bearing North and South) a distance of 168 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning; thence South 0 degrees 32 minutes West a distance of 30.72 feet; thence South parallel to the East line of said Government Lot 4, a distance of 4.28 feet; thence South 88 degrees 08 minutes West a distance of 124.7 feet, more or less, to the West line of said Block 45; thence North along the West line of said Block 45 a distance of 35 feet to an intersection with a line bearing South 88 degrees 08 minutes West from the actual point of beginning; thence North 88 degrees 08 minutes East to the actual point of beginning.

Hennepin County, Minnesota

Torrens Property

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Hennepin County, Minnesota  
Torrens Property

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

**Identified as:** Sheets C3., C4., C5. and C6.

**Dated:** 3-20-2026

**Prepared by:** Rehder and Associates, Inc.

**On-file with the City Of Wayzata & as Identified in the Development Agreement**

**EXHIBIT H**

**Form of Consent and Joinder by Mortgagee(s)**

**(Attached)**

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

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

**IN WITNESS WHEREOF**, Mortgagee has caused this Consent and Joinder to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

**THIS DOCUMENT WAS DRAFTED BY:**

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

April 7, 2026

John R. Brennan  
952-653-3575  
jrbrennan@walser.com

VIA E-MAIL TO:  
City of Wayzata  
600 Rice Street East  
Wayzata, MN 55391

**Re: Walser's Proposed Project at 1022 and 1042 Wayzata Boulevard East**

Dear Mayor and Members of the Council:

Walser Real Estate, LLC ("Walser") appreciates the thoughtful and thorough review the City of Wayzata (the "City") has given the proposed project at 1022 and 1042 Wayzata Boulevard East. Walser understands and respects the City's responsibility to ensure that all new developments fit the community, protect nearby neighborhoods, and do not create unreasonable impacts related to traffic, noise, or intensity of use.

Walser shares those goals and has agreed to nearly every condition in the proposed PUD Development Agreement.

Walser's sole issue is with respect to a cap on the number of vehicles that may be sold or serviced per month. As described below, that condition is not appropriate land-use regulation, is apparently not imposed on other retailers in the City, and is unnecessary given the extensive safeguards already built into this project.

### **1. The City Already Has Strong, Traditional Protections**

This project is already subject to a comprehensive set of conditions that directly regulate the type of use, intensity of use, and physical characteristics of the site — the areas where zoning and PUD regulation are traditionally and properly focused.

Under the Development Agreement and PUD approvals, the City has secured, among other things:

- A strictly limited building size
- No more than six service bays
- All vehicle inventory stored indoors
- Restricted hours of operation for both sales and service
- A high-end, exotic vehicle franchise only, not a mass-market dealership
- Used vehicle sales only to the extent connected to a new-car franchise (so no used-only dealership would ever be permitted)

- Predetermined test-drive routes that avoid residential streets
- Robust noise, lighting, landscaping, fencing, and buffering requirements
- A dedicated neighborhood liaison

These are not theoretical protections. They are binding, enforceable conditions that run with the land and give the City ongoing oversight and remedies.

Taken together, they already define — and cap — the maximum intensity and traffic impact the site can physically generate.

## **2. Sales Caps Are Not a Land-Use Tool**

A monthly cap on vehicle sales or service volume is fundamentally different from these traditional controls.

Sales volume is an economic and operational metric, not a land-use characteristic.

Cities appropriately regulate:

- Building size
- Site design
- Access and circulation
- Hours of operation
- Noise, lighting, and buffering

Cities do not regulate:

- How many transactions a business completes
- How successful a retailer is within an approved footprint

Imposing a sales cap here would set a precedent that any retailer could be told: *you may build, but only if you agree not to be too successful*. That is not how land-use regulation is meant to function.

## **3. Traffic Concerns Are Already Addressed**

If the concern is traffic, the correct tools are already in place.

Traffic is governed by:

- The size of the building
- The number of service bays
- Parking capacity
- Hours of operation
- Access points and circulation
- Test-drive routing

Those factors — not monthly sales totals — determine how many vehicles can realistically enter and exit the site.

Walser also notes that Mulberrys Dry Cleaning, which will be razed in connection with this development, sees approximately 1,500 customers in and out per month. This figure is significantly higher than ever would be anticipated at a boutique auto dealership which is proposed to replace the dry cleaner.

A sales cap does not materially improve traffic outcomes, but it does create ongoing enforcement challenges and uncertainty that, to Walser's knowledge, no other retailer in the City faces.

#### 4. This Project Improves a Long-Neglected Site

Lastly, it is also important to acknowledge the condition of the property itself.

This site has been in rough, underutilized, and visibly dilapidated condition for nearly two decades. It has not been a community asset during that time.

This project represents:

- A significant private reinvestment in a long-neglected property
- A high-quality, beautiful development
- New jobs and tax base
- A quiet, appointment-driven use that fits the corridor
- A respected local operator with a strong ties to the community

The City has an opportunity to replace a deteriorated site with a carefully regulated, high-value use that enhances the area rather than detracts from it.

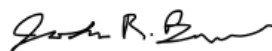
Walser also notes a factor that is genuinely unusual in a permitting process like this: neighborhood support for this project is incredibly strong. It is exceptionally rare to see such unanimous and full-throated backing for a project from the neighbors.

In closing, the City already has more than ample protection to ensure this dealership operates exactly as intended and does not overwhelm its surroundings.

For those reasons, Walser respectfully asks the Council to approve the PUD without a cap on vehicle sales or service volume, and to rely on the strong, traditional safeguards already embedded in the agreement.

Thank you for your time and consideration.

Respectfully,



John R. Brennan  
Senior Vice President, General Counsel  
Walser Automotive Group

cc: David G. Schelzel (via email – dschelzel@bestlaw.com)

**CITY OF WAYZATA**  
**HENNEPIN COUNTY, MINNESOTA**  
**DRAFT ORDINANCE NO. 860**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY  
TO REZONE PROPERTY AT 1022 and 1042 WAYZATA BOULEVARD EAST**

**THE CITY OF WAYZATA ORDAINS:**

**Section 1. Zoning Map Amendment**

- 1.1. Rezoning. Based upon City Council Resolution 12-2026 (the “Resolution”), the Official Zoning Map of the City of Wayzata is hereby amended to change the Zoning District designation of the Property at 1022 and 1042 Wayzata Blvd E, as defined in the Resolution, from C-3 Service District to PUD Planned Unit Development District.

**Section 2. Effective Date**

- 2.1 This Ordinance will become effective upon passage and publication.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Andrew Mullin  
Mayor

ATTEST:

\_\_\_\_\_  
Aurora Yager  
City Manager

First Reading:  
Second Reading:  
Publication:

**RESOLUTION NO. 20 - 2026**

**RESOLUTION VACATING DRAINAGE AND UTILITY EASEMENTS  
IN CONNECTION WITH APPROVAL OF FINAL PLAT FOR  
1022 AND 1042 WAYZATA BLVD E**

**WHEREAS**, Walser Real Estate, LLC, (the “Applicant”) the property owner of the properties at 1022 and 1042 Wayzata Boulevard E, which are legally described on Attachment A (the “Properties”), pursuant to City of Wayzata Resolution No. 12-2026, has received approval of a combined preliminary and final plat (the “Final Plat”) that would combine the two lots comprising the Properties into a single lot;

**WHEREAS**, the Final Plat includes new drainage and utility easements that are acceptable to the City Engineer and reflect the layout of the Final Plat;

**WHEREAS**, the Applicant has requested that the City of Wayzata vacate the existing drainage and utility easements on the Properties (the “Easements”), the area of which is legally described on the attached Attachment B;

**WHEREAS**, notice of a public hearing on the vacation of the Easements was posted and published on April 3, 2026, and provided to the utility operators and owners of neighboring properties affected by the vacation on April 6, 2026;

**WHEREAS**, the City Council of the City of Wayzata conducted a public hearing on April 21, 2026, and all persons present at said public hearing were given the opportunity to be heard; and

**WHEREAS**, the City Council of the City of Wayzata hereby finds that the vacation of the Easements in connection with the grant of new drainage and utility easements in the Final Plat is consistent with the Subdivision Ordinance and in the interest of the public, in that the old Easements are no longer needed for any public purpose and the new easements better suited to the Final Plat.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Wayzata, Minnesota as follows:

- A. The Easements are hereby **VACATED**.
- B. The City shall undertake recordation, on behalf of the Applicant, of this Resolution with the Hennepin County Surveyor’s Office and the Hennepin County Registrar of Titles.

Adopted by the Wayzata City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Andrew Mullin, Mayor

ATTEST:

\_\_\_\_\_  
Aurora Yager, City Manager

**ACTION ON THIS RESOLUTION**

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution Adopted

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kathy Leervig, City Clerk

ATTACHMENT:

Attachment A

Attachment B

**ATTACHMENT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel 1:

Lot 1, Block 1, Wayzata Boulevard Retail, except that part of said Lot 1 embraced within the following described land:

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Hennepin County, Minnesota

Abstract Property

Parcel 2:

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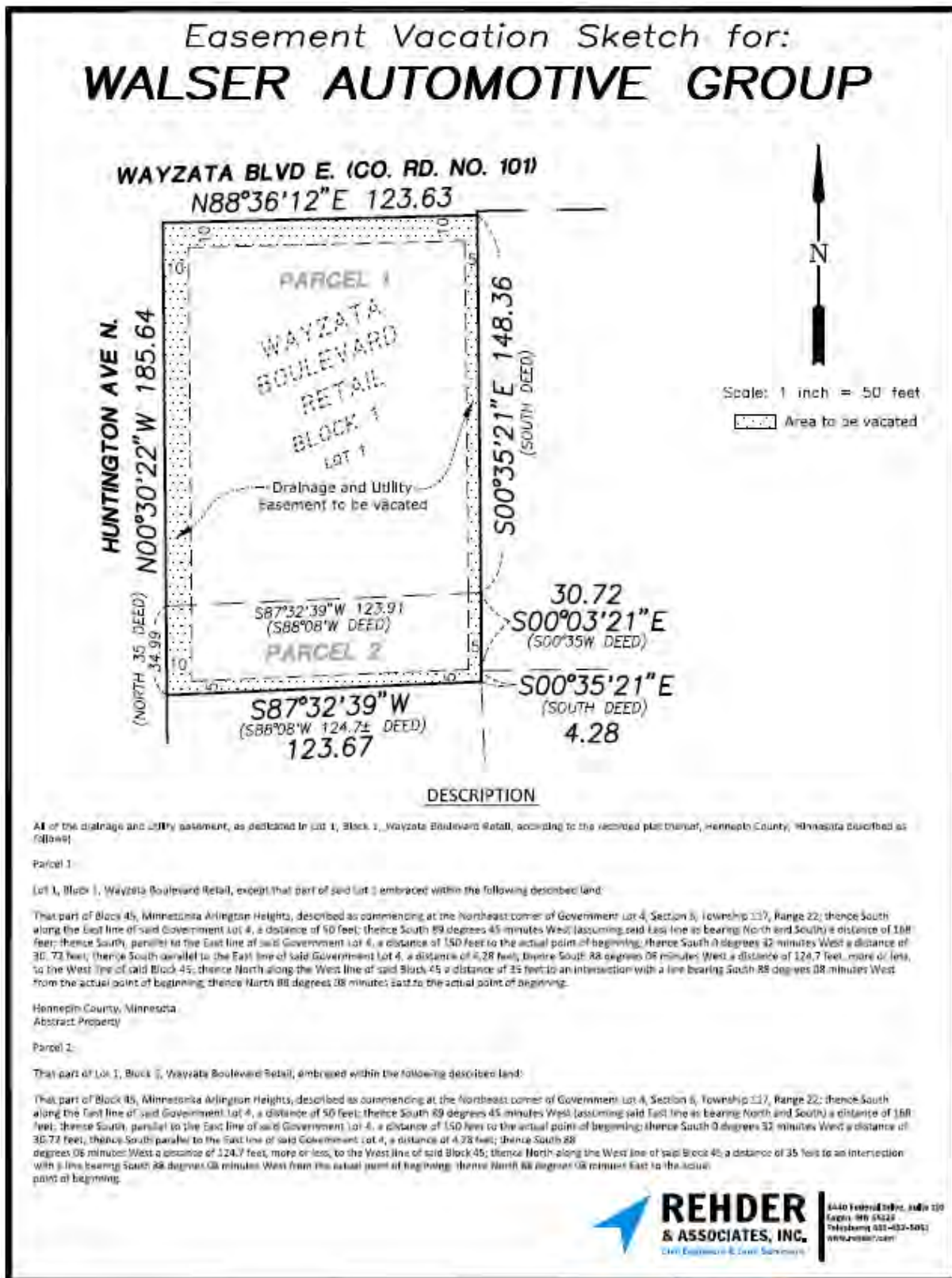
Hennepin County, Minnesota

Torrens Property

(Per Title Commitment for Title Insurance issued by Commercial Partners Title, a division of Chicago Title Insurance Company, Commitment No. CP73897, commitment date June 28, 2024)

**ATTACHMENT B  
LEGAL DESCRIPTION OF VACATED EASEMENT**

*Easement Vacation Sketch for:*  
**WALSER AUTOMOTIVE GROUP**



# A NEW BUILDING FOR:

# WALSER LAMBORGHINI

# WAYZATA, MINNESOTA

## MATERIAL INDEX-PLANS, SECTIONS

	EARTH		ROUGH LUMBER/BLOCKING
	COMPACTED FILL		DRYWALL
	GRAVEL FILL		STEEL
	POURED CONCRETE/PRECAST		SPRAY FOAM INSULATION
	CONCRETE BLOCK		BITUMINOUS PAVING
	FACE BRICK		

## REFERENCE SYMBOLS

### SECTION CUT SYMBOL (WALL SECTIONS)

- SECTION DESIGNATION NUMBER FOR CROSS SECTION & LETTER FOR WALL SECTION
- DRAWING NUMBER ON WHICH SECTION APPEARS

### PLAN DETAIL / ENLARGED PLAN SYMBOL

- DETAIL NUMBER
- DRAWING NUMBER ON WHICH DETAIL APPEARS
- STARWAY DIRECTION INDICATION
- KEYNOTE MARK - ACCESSORIES
- KEYNOTE MARK - DEMOLITION NOTES
- KEYNOTE MARK - PLAN NOTES
- ELEVATION MARK - NEW
- ELEVATION MARK - EXISTING
- SPOT ELEVATION MARKER

## DRAWING SYMBOLS

- DOOR TAG
- REVISION NUMBER
- GLAZING TAG
- COLUMN LINE DESIGNATION - NEW
- WALL TYPE
- STARWAY DIRECTION INDICATION
- KEYNOTE MARK - ACCESSORIES
- KEYNOTE MARK - DEMOLITION NOTES
- KEYNOTE MARK - PLAN NOTES
- SPOT ELEVATION MARKER

**IMPORTANT NOTES:**  
 INFORMATION SHOWN ON THESE DRAWINGS IS FOR PLUMBING, HVAC, MECHANICAL, ELECTRICAL AND OTHER TRADES ONLY. CONTRACTORS MUST VERIFY ALL CONDITIONS AND REQUIREMENTS FOR GENERAL DESIGN INTENTIONS AND CONDITIONS.  
 ALL CONTRACTORS TO COMPLY WITH ALL LOCAL STATE ORDINANCES AND CODES.  
 ALL NUMBERS, DIMENSIONS AND SPECIFICATIONS ARE THE PROPERTY OF WALSER LAMBORGHINI ARCHITECTURAL GROUP, INC. AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THESE DRAWINGS. ANY CHANGES TO THESE DRAWINGS SHALL BE MADE BY WALSER LAMBORGHINI ARCHITECTURAL GROUP, INC. AND SHALL BE MADE IN WRITING.  
 IMPORTANT: CONTRACTORS SHALL VERIFY ALL DIMENSIONS, HANG, ELECTRICAL AND FIRE PROTECTION DRAWINGS FOR REVIEW PRIOR TO STARTING WORK.

**REINFORCEMENT AND CONSTRUCTION NOTES:**  
 ALL SITE FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI 318 BUILDING CODE AND ALL REINFORCEMENT SHALL BE INSTALLED AND PROTECTED FROM THE ELEMENTS TO PREVENT CORROSION. REINFORCEMENT SHALL BE PROVIDED TO COLUMN AND BE PROTECTED FROM CORROSION. REINFORCEMENT SHALL BE PROVIDED TO COLUMN AND BE PROTECTED FROM CORROSION. REINFORCEMENT SHALL BE PROVIDED TO COLUMN AND BE PROTECTED FROM CORROSION.

**NOTE:**  
 THE FINISH AND WEARINGS OF THE CONSTRUCTION DOCUMENTS IS THAT THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR ALL MATERIALS AND FINISHES. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR ALL MATERIALS AND FINISHES. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR ALL MATERIALS AND FINISHES.

**NOTE:**  
 ALL DIMENSIONS SHALL CROSS REFERENCE ALL CONSTRUCTION DOCUMENTS FOR CORROSION AND SCOPE OF WORK.  
 CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR ALL MATERIALS AND FINISHES. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS FOR ALL MATERIALS AND FINISHES.

**NOTE:**  
 ALL SUBSTITUTIONS MUST BE SUBMITTED TO ARCHITECT PRIOR TO CONSTRUCTION.

## ALTERNATES:

- ALTERNATE #1:**  
 PROVIDE ALTERNATE BID FOR A FULLY ADHERED EPDM ROOF.
- ALTERNATE #2:**  
 PROVIDE ALTERNATE PRICE FOR POLISHED CONCRETE FLOOR IN GARAGE 001.
- ALTERNATE #3:**  
 PROVIDE ALTERNATE PRICE FOR EPOXY FLOOR IN GARAGE 001.

## PROJECT DATA

GOVERNMENT AGENCY - MINNESOTA DEPT. OF LABOR & INDUSTRY CONSTRUCTION CODES & LICENSING DIVISION	
PROJECT CODE	2024-001-001-001
DATE OF CONSTRUCTION	2024-01-01
LOCAL JURISDICTION	CITY OF WAYZATA
BUILDING AREA	1,234 S.F.
FLOOR LEVEL	1,234 S.F.
TOTAL BUILDING FLOOR FT.	2,468 S.F.

## SHEET INDEX

C-S	COVER SHEET
C-1	PRELIMINARY PLAN OF 0022 & 0024 WAYZATA BLVD.
C-2	SITE DEMOLITION PLAN
C-3	SITE DIMENSION PLAN
C-4	LOADING CRANES & EROSION CONTROL PLAN
C-5	LOADING CRANES & EROSION CONTROL PLAN
C-6	DETAILS & SPECIFICATIONS
C-7	DETAILS & SPECIFICATIONS
C-8	DETAILS & SPECIFICATIONS
C-9	DETAILS & SPECIFICATIONS
C-10	LANDSCAPE PLAN
C-11	LANDSCAPE PLAN
C-12	LANDSCAPE PLAN
C-13	LANDSCAPE PLAN
C-14	LANDSCAPE PLAN
C-15	LANDSCAPE PLAN
C-16	LANDSCAPE PLAN
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C-95	LANDSCAPE PLAN
C-96	LANDSCAPE PLAN
C-97	LANDSCAPE PLAN
C-98	LANDSCAPE PLAN
C-99	LANDSCAPE PLAN
C-100	LANDSCAPE PLAN

## PROJECT LOCATION

1022 WAYZATA BLVD.  
 WAYZATA, MINNESOTA 55391



## CONSULTANTS

- OWNER:**  
 WALSER REAL ESTATE, LLC  
 4801 AMERICAN BOULEVARD, SUITE 300  
 WAYZATA, MN 55391  
 PH: (763) 470-1808  
 CONTACT: KATE COHEN
- ARCHITECTURAL:**  
 GRIES ARCHITECTURAL GROUP, INC.  
 508 N. COMMERCIAL STREET  
 WAYZATA, MN 55391  
 PH: (952) 222-2443  
 CONTACT: BRANNIN GRIES, AIA
- CIVIL:**  
 REIDER & ASSOCIATES, INC.  
 3440 FEDERAL DRIVE, SUITE 110  
 WAYZATA, MN 55391  
 PH: (952) 332-4228  
 CONTACT: NICK ADAM, P.E.
- STRUCTURAL:**  
 LARSON ENGINEERING, INC.  
 2801 E. ENTERPRISE AVE, SUITE 200  
 WAYZATA, MN 55391  
 PH: (952) 724-4887  
 CONTACT: BRIAN ENOTER, P.E.



A NEW BUILDING FOR:  
**WALSER LAMBORGHINI**  
 WAYZATA, MINNESOTA

C-S  
 1022 WAYZATA BLVD.  
 WAYZATA, MN 55391  
 d. by 2/2024

# Preliminary Plat of: WALSER LAMBORGHINI ADDITION

**PROPERTY DESCRIPTION**  
Supplemental No. 2, commitment date March 17, 2024

Parcel 1:  
Lot 1, Block 1, Wayzata Boulevard retail, except that part of said Lot 1 embraced within the following described land:  
That part of Block 45, Minnesota Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 111, Range 22, North 14 degrees 48' 30" East, then South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning, thence South 0 degrees 28' 18" West, a distance of 224.77 feet to the actual point of beginning, thence South 88 degrees 08' 08" West, a distance of 39.53 feet to an intersection with a bearing South 88 degrees 08' 08" minutes West from the actual point of beginning, thence North 88 degrees 08' 08" minutes East to the actual point of beginning.

Hennepin County, Minnesota  
Abstract Property

Parcel 2:  
That part of (Lot 1, Block 1, Wayzata Boulevard retail, embraced within the following described land:  
That part of Block 45, Minnesota Arlington Heights, described as commencing at the Northeast corner of Government Lot 4, Section 6, Township 111, Range 22, thence South along the East line of said Government Lot 4, a distance of 50 feet thence South 89 degrees 45' minutes West (assuming said East line at bearing North 89 degrees 45' minutes East) a distance of 187 feet; thence South, parallel to the East line of said Government Lot 4, a distance of 150 feet to the actual point of beginning, thence South 0 degrees 28' 18" West, a distance of 224.77 feet to the actual point of beginning, thence South 88 degrees 08' 08" minutes West, a distance of 39.53 feet to an intersection with a bearing South 88 degrees 08' 08" minutes West from the actual point of beginning, thence North 88 degrees 08' 08" minutes East to the actual point of beginning.

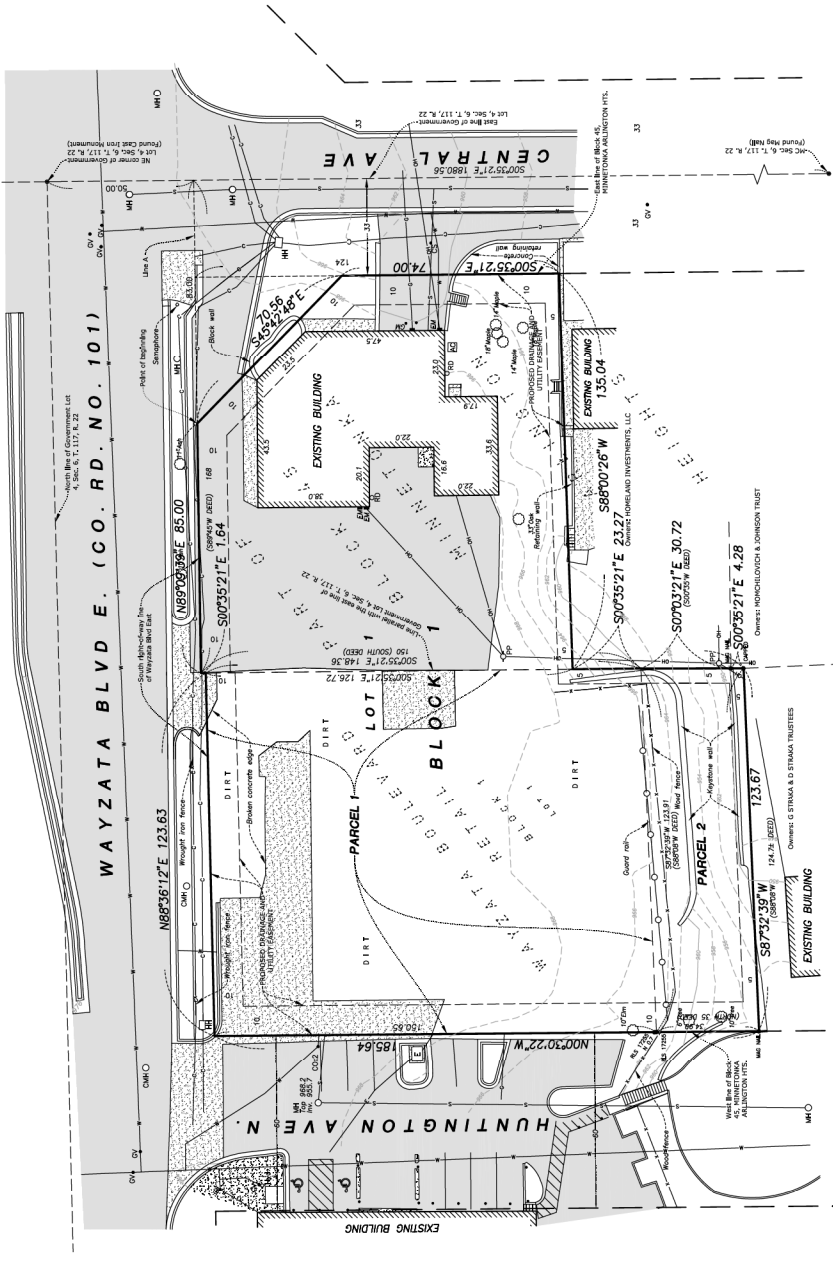
Hennepin County, Minnesota  
Torens Property

(Per Title Commitment for Title Insurance issued by Commercial Partners Title, a division of Chicago Title Insurance Company, Commitment No. CP7289, commitment date June 28, 2024)

(Per Title Commitment for Title Insurance issued by Commercial Partners Title, a division of Chicago Title Insurance Company, Commitment No. CP7387, commitment date June 28, 2024)

(Per Title Commitment for Title Insurance issued by Commercial Partners Title, a division of Chicago Title Insurance Company, Commitment No. CP7387, commitment date June 28, 2024)

Hennepin County, Minnesota  
Torens Property



**LEGEND**

- Found 1/2" Open Iron Monument, unless otherwise noted
- Sanitary Sewer
- Water Main
- Gas Valve
- Electric Transformer
- AP Cor/Boltoner
- Handhole
- Concrete Surface
- Blumhouse Surface
- Buried Gas
- Buried Communications
- Overhead Utility
- Gas Meter
- Electric Meter
- Curb Stop
- Roof Drain

**SURVEYOR NOTES**

- Orientation of the bearing system used for this survey is based on the plat of WAYSATA BOULEVARD RETAIL, according to the recorded plat thereof, Hennepin County, Minnesota. Vertical Datum: NAVD 83.
- As shown on this survey map, underground utility lines and structures are shown in an approximate way only, according to information provided by others. Excavations were not made during the process of this survey to locate underground utilities (Ticket Nos. 24055759 & 24262763) per the City of Wayzata. The underground utility lines and structures shown on this map represent the information provided to Rehder & Associates as a result of that request. The surveyor does not guarantee that the information is correct or that there are no other underground utility lines and structures, not shown, in the vicinity of the subject property.
- The ownership and tax parcel information shown herein was taken from Hennepin County's Web Based Public GIS mapping. Rehder & Associates, Inc. did not determine ownership of adjacent land.
- The area of the subject property is 38,500 square feet or approximately 0.88 acres of land.  
Area of Parcel 1 is 18,688 square feet or 0.42 acre of land.  
Area of Parcel 2 is 19,812 square feet or 0.46 acre of land.
- Proposed lot usage is an auto dealership.
- The subject properties are zoned "C3 Services District", per the Wayzata Zoning Map dated June 13, 2022.

**OWNER**  
Walsor Automotive Group  
4401 American Blvd  
Minnetonka, MN 55347  
Attn: Aurora Walser

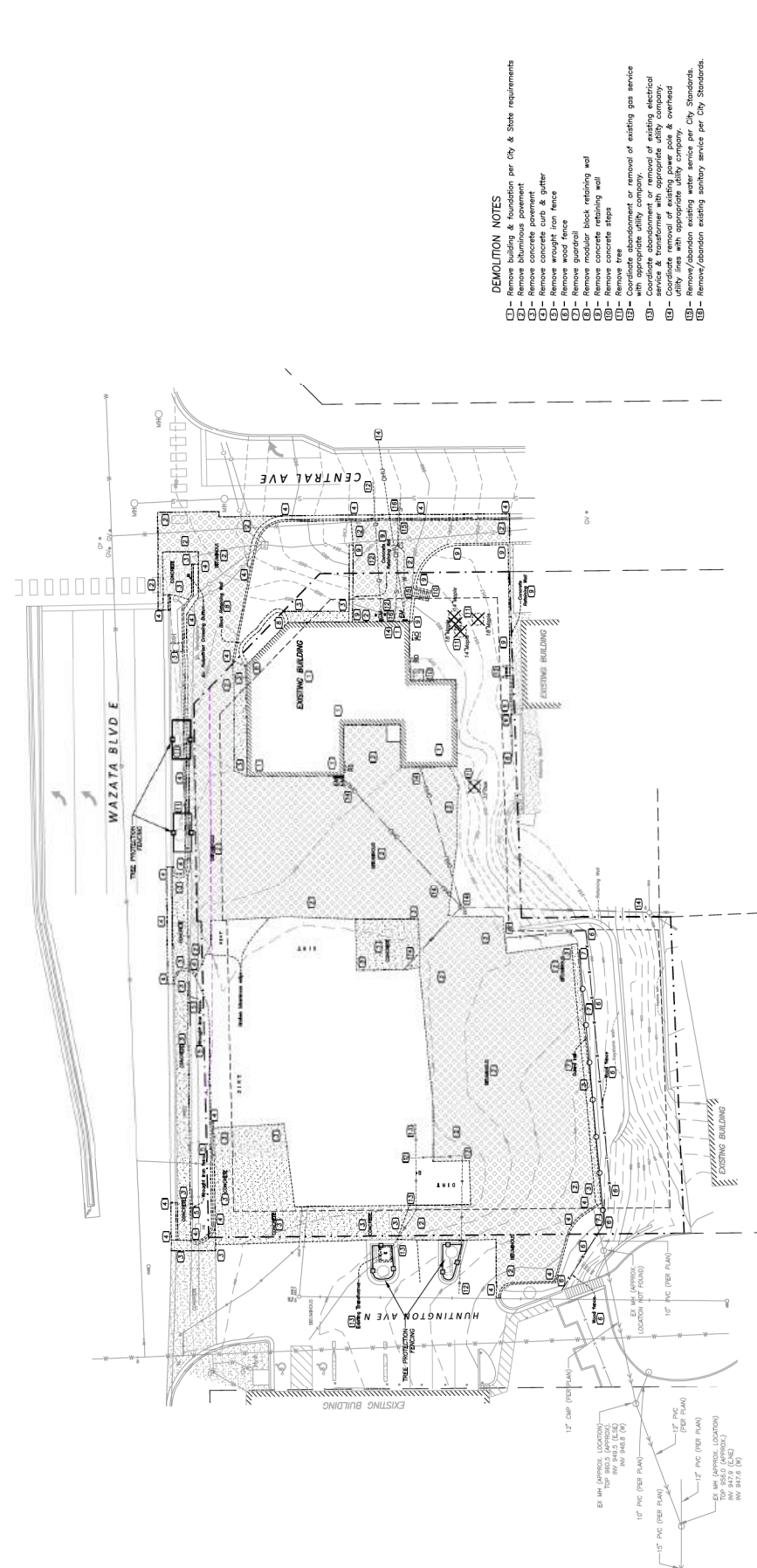
**APPLICANT**  
Walsor Automotive Group  
4401 American Blvd  
Minnetonka, MN 55347  
Phone: (774) 670-1855

**ENGINEER/SURVEYOR**  
Rehder & Associates, Inc.  
3440 Federal Drive, Suite 110  
Minnetonka, MN 55347  
Attn: Matthew Tidal  
Email: mttidal@reha.com

**VICINITY MAP**  
Section 33, Township 28, Range 24  
(NOT TO SCALE)

**SCALE IN FEET**  
0 15 30 45 60

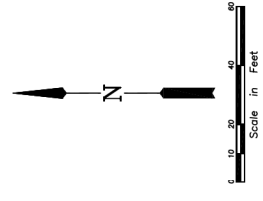
**REHDER & ASSOCIATES, INC.**  
16000 Hennepin Avenue, Suite 100  
Minnetonka, MN 55342-0001  
Phone: (763) 536-4400  
Fax: (763) 536-4401  
www.rehder.com



- DEMOLITION NOTES**
- (1) - Remove building & foundation per City & State requirements
  - (2) - Remove bituminous pavement
  - (3) - Remove concrete pavement
  - (4) - Remove concrete curb
  - (5) - Remove wrought iron fence
  - (6) - Remove wood fence
  - (7) - Remove guardrail
  - (8) - Remove roadway curb, retaining wall
  - (9) - Remove concrete retaining wall
  - (10) - Remove concrete steps
  - (11) - Remove tree
  - (12) - Coordinate above utility or removal of existing gas service
  - (13) - Coordinate above utility or removal of existing electrical service & transformer with appropriate utility company.
  - (14) - Coordinate above utility or removal of existing storm sewer utility lines with appropriate utility company.
  - (15) - Remove/abandon existing water service per City Standards.
  - (16) - Remove/abandon existing sanitary service per City Standards.

**LEGEND**

- EXISTING BITUMINOUS TO BE REMOVED
- EXISTING CONCRETE TO BE REMOVED
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING BURIED GAS LINE
- EXISTING BURIED ELECTRIC LINE
- EXISTING BURIED COMMUNICATION LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING ELEVATION
- EXISTING TREE
- EXISTING TREE TO BE REMOVED



NOTE: CONTRACTOR TO COORDINATE REMOVAL/ABANDONMENT AND LOCATION OF EXISTING POWER POLES, OVERHEAD ELECTRIC LINES, BURIED ELECTRIC LINES, BURIED COMMUNICATION LINES AND BURIED GAS LINES WITH THE APPROPRIATE UTILITY COMPANY AND THE CITY.

NOTE: SEE ARCHITECTURAL FOR DEMOLITION OF EXISTING BUILDING

NOTE: CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATION OF WORK WITHIN THE ROW WITH HENRIEN COUNTY AND THE CITY OF WAYZATA.

Existing storm sewer information at the southwest corner of the site is shown for informational purposes only. This information has not been verified as to its accuracy or completeness by Rehder & Associates, Inc.

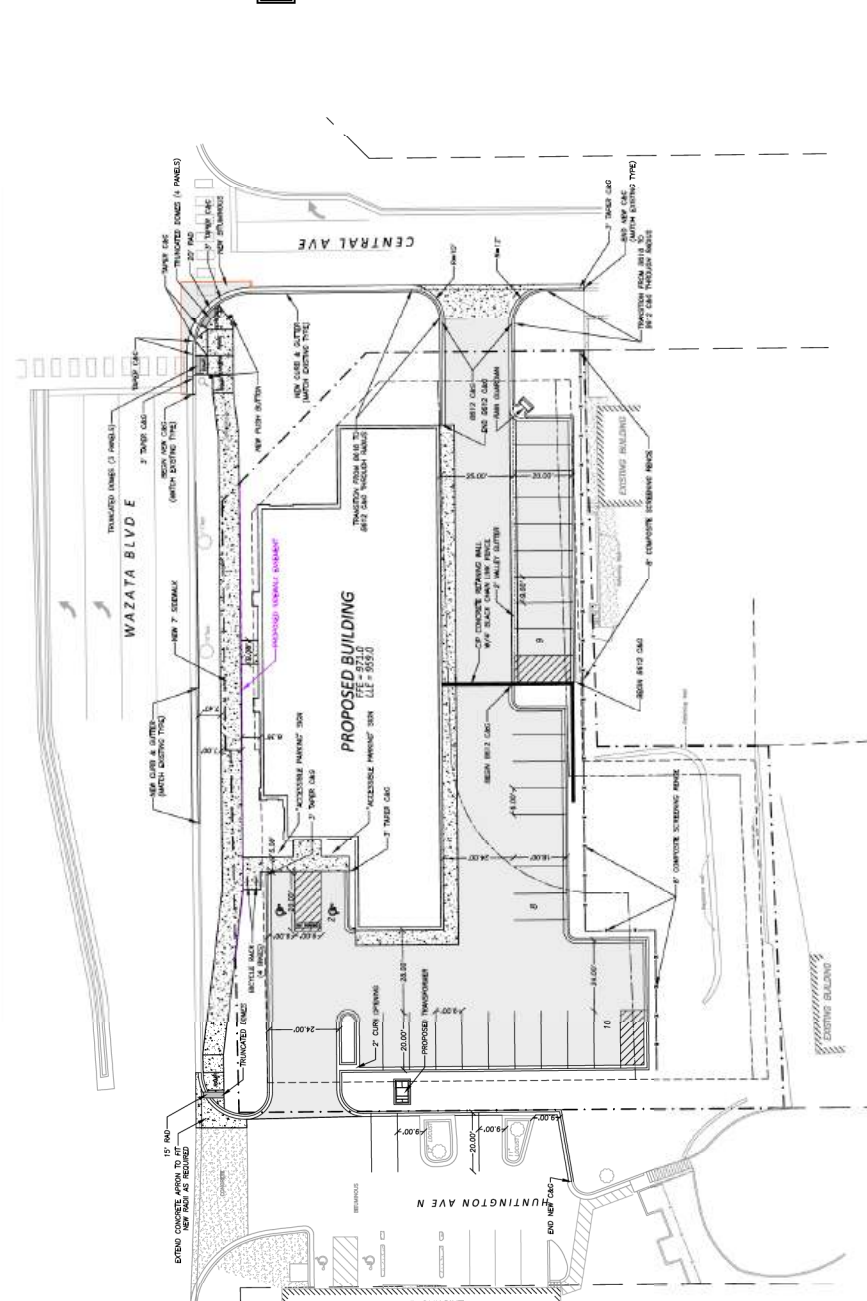
**GOPHER STATE ONE CALL**  
 CALL 48 HOURS BEFORE YOU DIG  
 TWIN CITY AREA 651-434-0002  
 MN. TOLL FREE 1-800-552-1186

**CODE COMPLIANCE**

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE PLAN AND FIELD CONDITIONS IMMEDIATELY UPON DISCOVERY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND CITY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK DATE SUBSTANTIAL COMPLETION.

**GOPHER STATE ONE CALL**  
CALL 48 HOURS BEFORE YOU DIG  
TWIN CITY AREA 651-654-0002  
MN. TOLL FREE 1-800-252-1166

NOTE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL AGENCIES OF WORK WITHIN THE ROW WITH HENNEPIN COUNTY AND THE CITY OF WAYZATA.



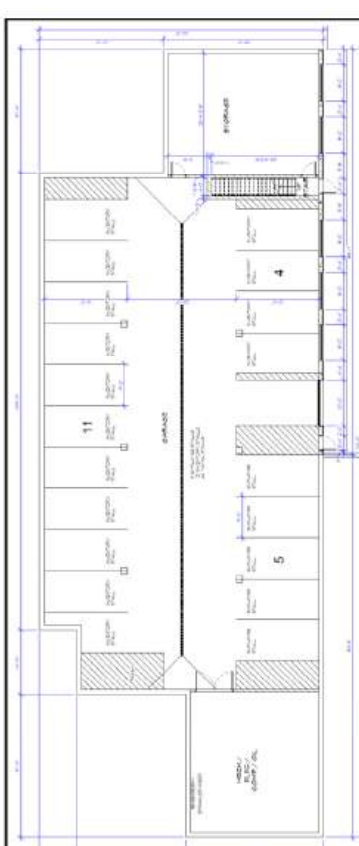
**SITE SUMMARY**  
SITE AREA = 0.88 ACRES  
SITE ZONING = C-3, SERVICE DISTRICT  
EXISTING IMPERVIOUS AREA = 0.68 ACRES (77.3%)  
POST CONSTRUCTION IMPERVIOUS AREA = 0.56 ACRES (63.6%)

**LEGEND**

- BOUNDARY/ROW/BLOCK LINE
- - - EXISTING
- - - BUILDING/PARKING SETBACK LINE
- ▭ PROPOSED CONCRETE
- ▭ PROPOSED STD. DOT BITUMINOUS

**PARKING STALLS REQUIRED**  
NETTLE SALES = 4,259 S.F. @ 1 STALL/400 S.F. = 11  
VEHICLE SERVICE = 3 SERVICE STALLS @ 3 STALLS/SERVICE STALL + 3 = 11  
TOTAL = 22

**PARKING STALLS PROVIDED**  
77 (EMPLOYEE)  
5 (INVENTORY)  
15 (INVENTORY)  
34 (49 TOTAL INCLUDING INVENTORY)



**CODE COMPLIANCE:**

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE PROJECT AND THE RECORD DRAWINGS IMMEDIATELY UPON DISCOVERY.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND CITY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

**NOTE: METAL INLET PROTECTION DEVICES IN NEAREST ADJACENT STORM BASIN OR AS DIRECTED BY CITY OF WATERSHED DISTRICT.**

**NOTE: CONTRACTOR IS RESPONSIBLE FOR OBTAINING A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY BEFORE CONSTRUCTION BEGINS.**

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**LEGEND**

- PROPOSED CATCH BASIN
- PROPOSED STORM SENNER
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- PROPOSED SEDIMENTATION LOSS
- SILT FENCE
- INLET PROTECTION DEVICE
- PROPOSED EC BLANKET CATEGORY 20 (MUDOT 3085)
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- DRAINAGE ARROW
- EXISTING WATERMAIN
- EXISTING SANITARY SENNER
- EXISTING STORM SENNER
- EXISTING BURIED GAS LINE
- EXISTING BURIED ELECTRIC LINE
- EXISTING BURIED COMMUNICATION LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING CONTOUR
- EXISTING ELEVATION

Scale in Feet

1" = 40'

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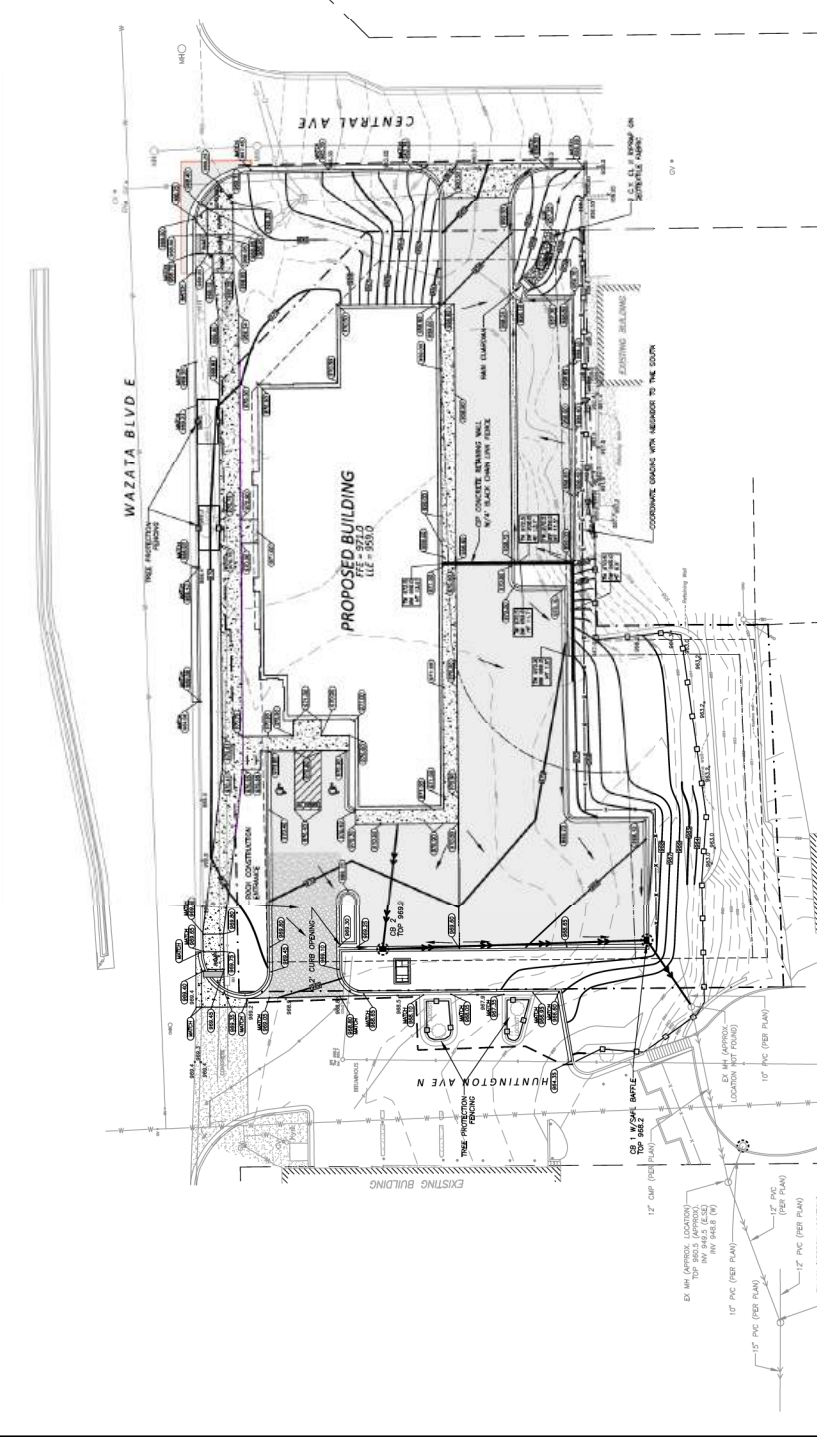
**GRADING NOTES**

1. Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.
2. Contractor is responsible for all modifications and inspections required by General Storm Water Permit.
3. All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
4. Temporary erosion control measures shall be installed and maintained until the construction activity in that portion of the site has temporarily or permanently ceased.
5. Temporary soil stabilization measures shall be installed and maintained until the construction activity in that portion of the site has temporarily or permanently ceased.
6. Temporary storm water conveyance such as curb and gutter systems, or conduits and ditches, including storm water conveyance such as curb and gutter systems, or conduits and ditches, shall be installed and maintained until the construction activity in that portion of the site has temporarily or permanently ceased.
7. The proposed erosion and sediment control practices are the minimum. Additional practices may be required during the course of construction.

**EROSION CONTROL NOTES**

1. Contractor is responsible for all modifications and inspections required by General Storm Water Permit.
2. All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
3. Temporary erosion control measures shall be installed and maintained until the construction activity in that portion of the site has temporarily or permanently ceased.
4. Temporary soil stabilization measures shall be installed and maintained until the construction activity in that portion of the site has temporarily or permanently ceased.
5. Temporary storm water conveyance such as curb and gutter systems, or conduits and ditches, including storm water conveyance such as curb and gutter systems, or conduits and ditches, shall be installed and maintained until the construction activity in that portion of the site has temporarily or permanently ceased.
6. Temporary erosion and sediment control practices are the minimum. Additional practices may be required during the course of construction.

**EXISTING STORM SEWER INFORMATION AT THE SOUTHWEST CORNER OF THE PROJECT SITE HAS BEEN OBTAINED FROM THE CITY OF WAZAYTA. THIS INFORMATION HAS NOT BEEN VERIFIED AS TO ITS ACCURACY OR COMPLETENESS BY REHDER & ASSOCIATES, INC.**



ISSUED  
 ADDRESS: CITY ENGINEERING  
 ROOM NO. 3100  
 DATE: 1-22-12  
 PROJECT NO. 241-3440.015 DRAWING FILE: 2440015.DWG

REHDER & ASSOCIATES, INC.  
 1100 W. WASHINGTON ST. SUITE 200  
 MINNEAPOLIS, MN 55402  
 PHONE: 612-338-3333  
 FAX: 612-338-3334  
 WWW.REHDER.COM

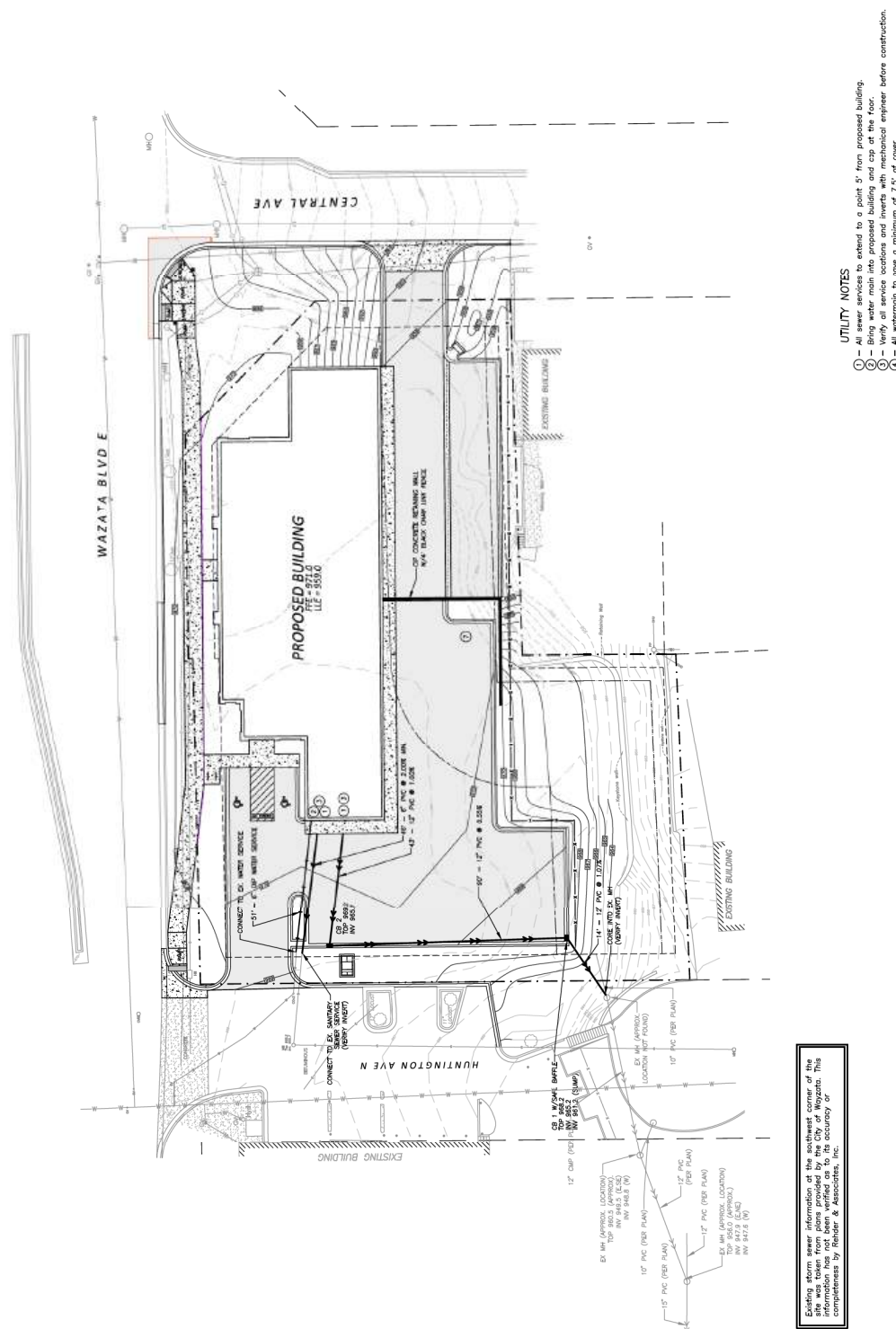
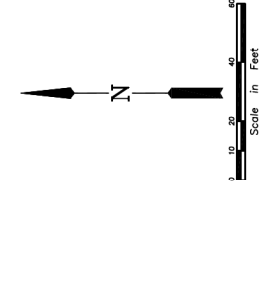
PROJECT NO. 241-3440.015 DRAWING FILE: 2440015.DWG  
 SHEET NO. 4305E  
 DATE: 1-22-12  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A duly Licensed Professional Engineer under the laws of the State of Minnesota.

UTILITY PLAN  
 WALSER LAMBORGHINI  
 CITY OF WAYZATA

SHEET NUMBER  
**C4**

**CODE COMPLIANCE:**  
 1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES AND ORDINANCES.  
 2. VERIFY THE PERMIT ENGINEER'S RESPONSIBILITIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.  
 3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED. VERIFY ANY CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

- LEGEND**
- PROPOSED CATCH BASIN
  - PROPOSED STORM SEWER
  - PROPOSED SANITARY SEWER
  - PROPOSED WATERMAIN
  - PROPOSED CONCRETE
  - PROPOSED STD. DUTY BITUMINOUS
  - PROPOSED CONTOUR
  - BOUNDARY/ROW/BLOCK LINE
  - BUILDING/PARKING SETBACK LINE
  - DRAINAGE ARROW
  - W EXISTING WATERMAIN
  - S EXISTING SANITARY SEWER
  - ST EXISTING STORM SEWER
  - G EXISTING BURIED GAS LINE
  - E EXISTING BURIED ELECTRIC LINE
  - C EXISTING BURIED COMMUNICATION LINE
  - ①-③ EXISTING OVERHEAD UTILITY LINE
  - EXISTING CONTOUR
  - EXISTING ELEVATION
  - x 995.00



**UTILITY NOTES**

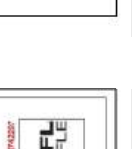
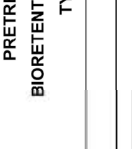
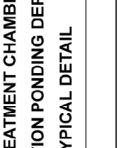
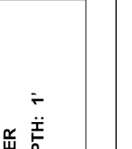
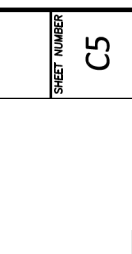
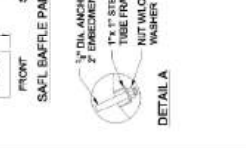
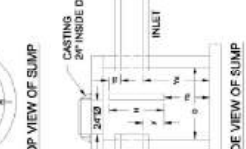
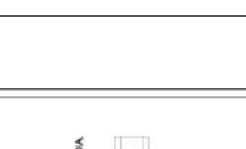
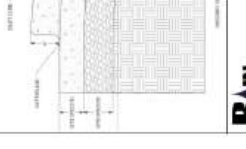
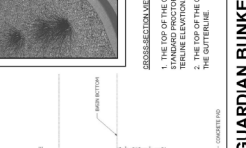
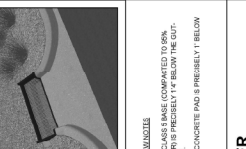
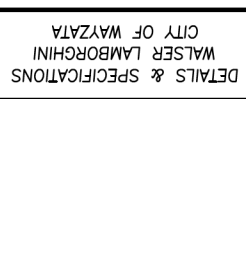
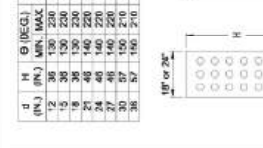
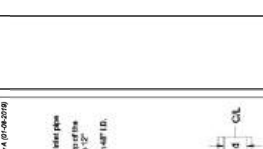
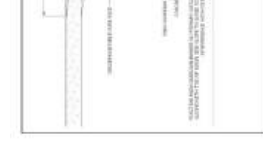
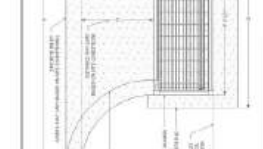
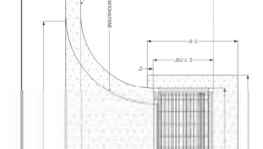
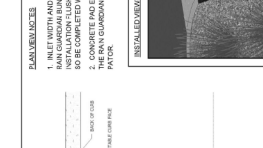
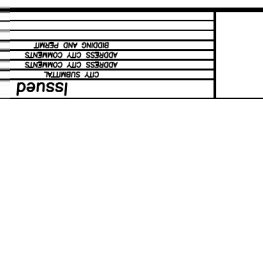
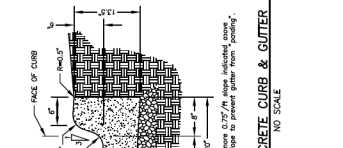
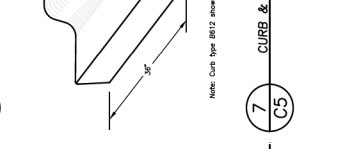
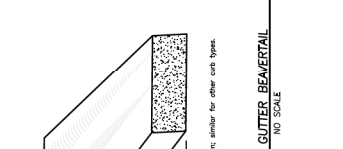
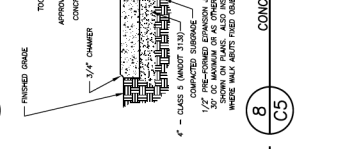
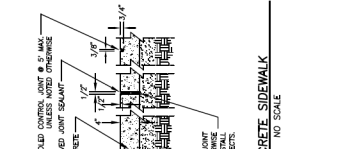
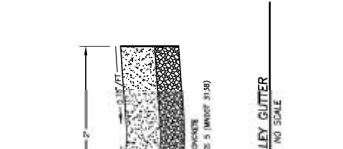
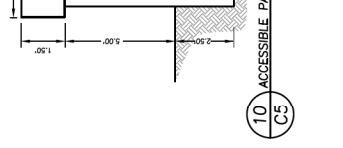
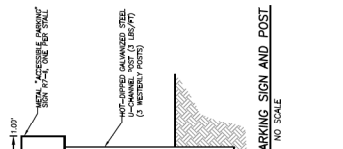
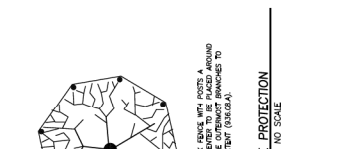
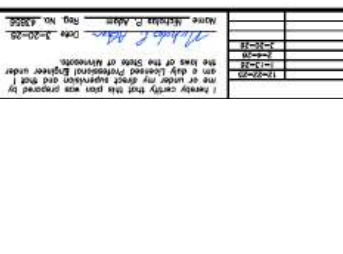
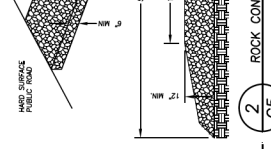
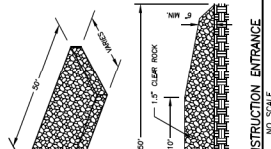
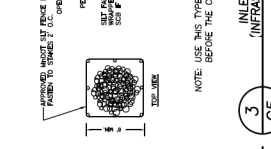
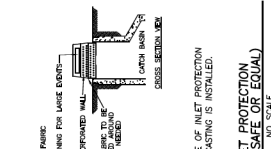
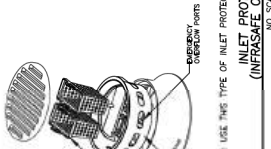
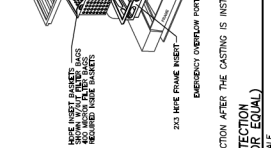
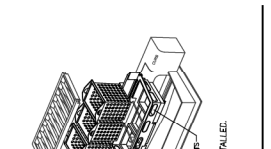
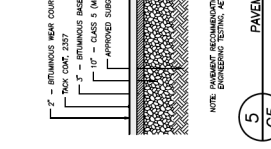
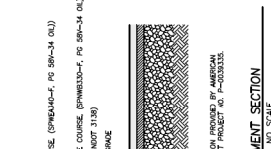
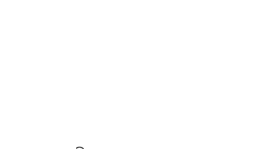
- ① All sewer services to extend to a point 5' from proposed building.
- ② Bring water main into proposed building and cap at the floor.
- ③ Verify all service locations and inverts with mechanical engineer before construction.
- ④ All watermain to have a minimum of 7.5' of cover.

**CATCH BASIN/MANHOLE SCHEDULE**

STRUCTURE NO.	BARREL SIZE	NEEDHAM CASTING NO.
CB 1	48"	R-3057V
CB 2	48"	R-3057V

**GOPHER STATE ONE CALL**  
 CALL 48 HOURS BEFORE YOU DIG  
 TWIN CITY AREA 651-454-0002  
 MN. TOLL FREE 1-800-552-1166

Existing storm sewer information at the southeast corner of the building is shown for information only. This information has not been verified as to its accuracy or completeness by Rehder & Associates, Inc.



1	2	3	4	5	6	7	8	9	10	11	12
12	36	150	250	12	12	12	12	12	12	12	12
15	36	150	250	12	12	12	12	12	12	12	12
18	36	150	250	12	12	12	12	12	12	12	12
21	36	150	250	12	12	12	12	12	12	12	12
24	36	150	250	12	12	12	12	12	12	12	12
27	36	150	250	12	12	12	12	12	12	12	12
30	36	150	250	12	12	12	12	12	12	12	12

SAFEL Baffle  
11000 15th Ave S, Suite 100  
Bloomington, MN 55425  
612.297.5233

12-20-20	ISSUED
12-20-20	CITY COMMENTS
12-20-20	ADDRESS CITY COMMENTS
12-20-20	REVISIONS
12-20-20	NOON AND PRINT

**PORTLAND CEMENT CONCRETE PAVEMENT**

- I. GENERAL
  - A. Provide minimum cement concrete pavement for roads, curbs, walks and exterior walls according to the materials, workmanship and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
  - B. Portland cement concrete for curbs and gutters shall be 4000 psi, 28-day compressive strength, S.O.B. or approved equal.
  - C. Gravel concrete shall be sub-base, liquid membrane-forming ASTM C330, Type I or approved equal.
- II. EXECUTION
  - A. The concrete shall be placed in a minimum of 14-hours to reach the concrete design strength.
  - B. Concrete shall be placed in a minimum of 14-hours to reach the concrete design strength.
  - C. Concrete shall be placed in a minimum of 14-hours to reach the concrete design strength.
  - D. Concrete shall be placed in a minimum of 14-hours to reach the concrete design strength.
  - E. Concrete shall be placed in a minimum of 14-hours to reach the concrete design strength.
  - F. Concrete shall be placed in a minimum of 14-hours to reach the concrete design strength.

**STORM SEWER**

- I. GENERAL
  - A. Storm sewer shall consist of all laid installations pertaining to storm water systems including materials, installation, and bedding at no replacement cost, comply with "Standard Utility Specifications by the City Engineers Association of Minnesota, latest edition, unless otherwise specified.
  - B. Storm sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - C. Storm sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - D. Storm sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
- II. PRODUCTS
  - A. Storm sewer pipe shall be polypropylene (PP) pipe, ASTM D 1521, SDR 35, for solvent-welded or gasket joints.
  - B. Storm sewer pipe shall be polypropylene (PP) pipe, ASTM D 1521, SDR 35, for solvent-welded or gasket joints.
  - C. Storm sewer pipe shall be polypropylene (PP) pipe, ASTM D 1521, SDR 35, for solvent-welded or gasket joints.
- III. EXECUTION
  - A. The plans indicate the general location and arrangement of underground storm sewer systems. Location and arrangement of piping shall be as shown on the plans unless otherwise indicated.
  - B. Contractor shall verify location of utility connections with utility records and field verification.
  - C. Storm sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - D. Storm sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".

**SANITARY SEWER**

- I. GENERAL
  - A. Sanitary sewer shall consist of all laid installations pertaining to sanitary sewer systems including materials, installation, and bedding at no replacement cost, comply with "Standard Utility Specifications by the City Engineers Association of Minnesota, latest edition, unless otherwise specified.
  - B. Sanitary sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - C. Sanitary sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - D. Sanitary sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
- II. PRODUCTS
  - A. Sanitary sewer pipe shall be polypropylene (PP) pipe, ASTM D 3034, SDR 35, for solvent-welded or gasket joints.
  - B. Sanitary sewer pipe shall be polypropylene (PP) pipe, ASTM D 3034, SDR 35, for solvent-welded or gasket joints.
  - C. Sanitary sewer pipe shall be polypropylene (PP) pipe, ASTM D 3034, SDR 35, for solvent-welded or gasket joints.
- III. EXECUTION
  - A. The plans indicate the general location and arrangement of underground sanitary sewer systems. Location and arrangement of piping shall be as shown on the plans unless otherwise indicated.
  - B. Contractor shall verify location of utility connections with utility records and field verification.
  - C. Sanitary sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - D. Sanitary sewer shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".

**WATER MAIN**

- I. GENERAL
  - A. Water main shall consist of all laid installations pertaining to water main systems including materials, installation, and bedding at no replacement cost, comply with "Standard Utility Specifications by the City Engineers Association of Minnesota, latest edition, unless otherwise specified.
  - B. Water main shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - C. Water main shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - D. Water main shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
- II. PRODUCTS
  - A. Water main pipe shall be polypropylene (PP) pipe, ASTM D 3034, SDR 35, for solvent-welded or gasket joints.
  - B. Water main pipe shall be polypropylene (PP) pipe, ASTM D 3034, SDR 35, for solvent-welded or gasket joints.
  - C. Water main pipe shall be polypropylene (PP) pipe, ASTM D 3034, SDR 35, for solvent-welded or gasket joints.
- III. EXECUTION
  - A. The plans indicate the general location and arrangement of underground water main systems. Location and arrangement of piping shall be as shown on the plans unless otherwise indicated.
  - B. Contractor shall verify location of utility connections with utility records and field verification.
  - C. Water main shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".
  - D. Water main shall be installed in accordance with ASTM D 1521, "Recommended Practice for Underground Installation of Flexible Plastic Pipe".

**SPECIFICATIONS**

**GENERAL**

- A. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- B. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- C. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- D. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- E. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- F. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- G. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- H. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- I. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.
- J. The Contractor shall be responsible for obtaining all necessary permits and approvals from the City of Wayzata and the State of Minnesota.

**SITE CLEARING**

- A. Remove trees, shrubs, grass, and other vegetation or obstructions, as required, to permit installation of improvements shown on the Plans.
- B. Remove trees, shrubs, grass, and other vegetation or obstructions, as required, to permit installation of improvements shown on the Plans.
- C. Remove trees, shrubs, grass, and other vegetation or obstructions, as required, to permit installation of improvements shown on the Plans.
- D. Remove trees, shrubs, grass, and other vegetation or obstructions, as required, to permit installation of improvements shown on the Plans.
- E. Remove trees, shrubs, grass, and other vegetation or obstructions, as required, to permit installation of improvements shown on the Plans.

**GRADING, EROSION CONTROL, AND TURF ESTABLISHMENT**

- I. GENERAL
  - A. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
  - B. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
  - C. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- II. PRODUCTS
  - A. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
  - B. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
  - C. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- III. EXECUTION
  - A. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
  - B. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
  - C. Grading, erosion control, and turf establishment shall be in accordance with the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.

**BUTYMAHOUS PAVEMENT**

- A. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- B. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- C. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- D. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- E. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- F. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- G. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- H. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- I. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- J. Provide minimum asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.

**CODE COMPLIANCE**

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE PROJECT AND THE PERMIT PLAN AS SOON AS POSSIBLE AFTER THE PERMIT IS ISSUED. THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND CITY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

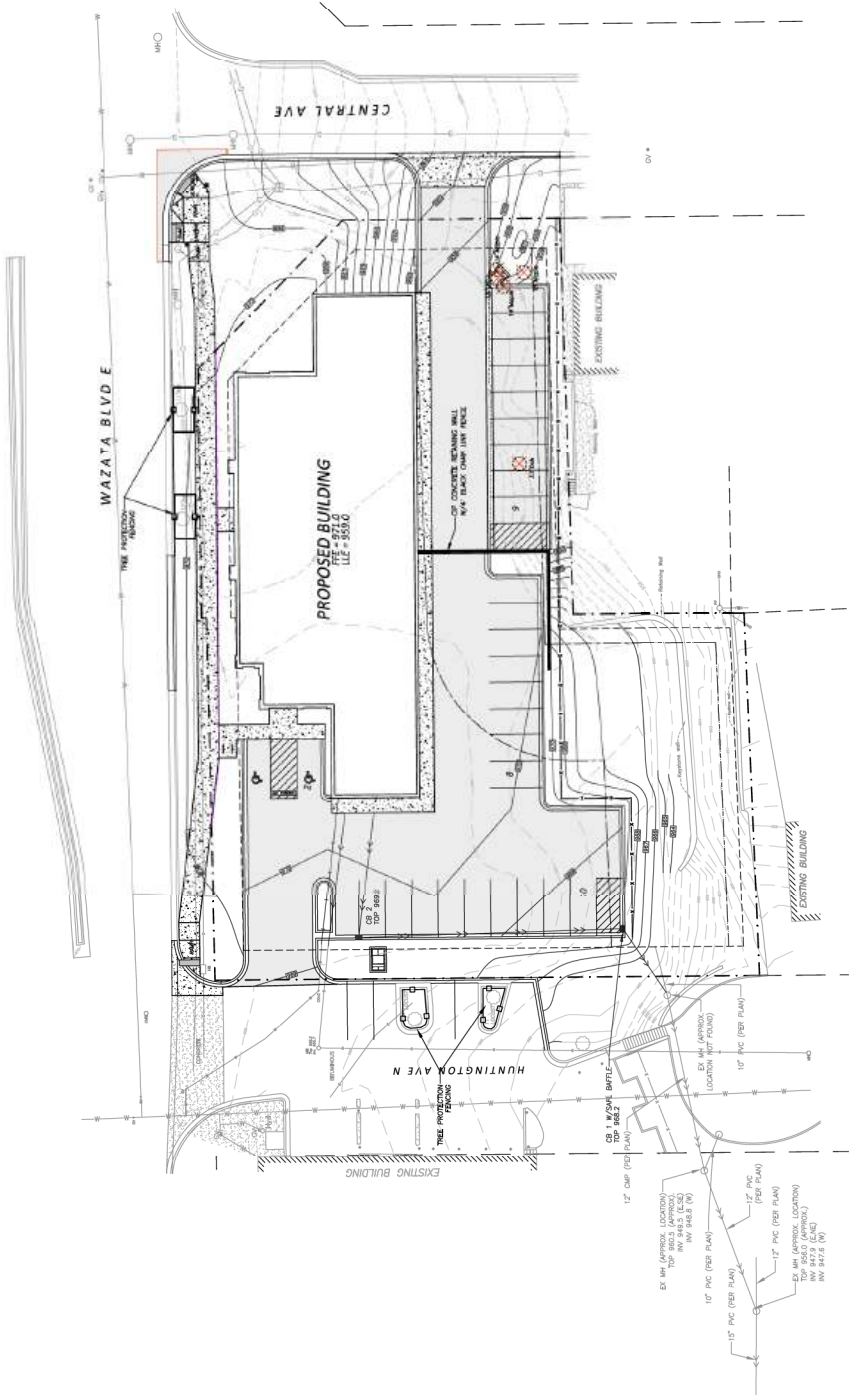
**REHDER & ASSOCIATES, INC.**  
 1000 Highway 100, Suite 100  
 Minneapolis, MN 55426  
 Phone: 612-338-1100  
 Fax: 612-338-1101  
 Email: rehder@rehder.com

**PROJECT NO. 241-3440.015 DRAWING FILE: 2440015.DWG**  
**DATE: 11-20-25**  
**ISSUED**

NO.	DATE	DESCRIPTION
1	11-20-25	ISSUED
2		
3		
4		
5		
6		
7		
8		
9		
10		

**TREE PRESERVATION PLAN**  
**WALSER LAMBORGHINI**  
**CITY OF WAYZATA**

**SHEET NUMBER**  
**C7**



**RIGHT-OF-WAY TREE INVENTORY**

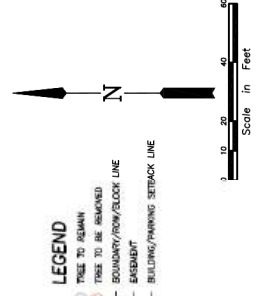
TREE NO.	SIZE	SPECIES	REMOVE	REMAIN
1539	10	ASH - EXEMPT	X	
1570	11	ASH - EXEMPT	X	
-	17	HONEY LOCUST	X	
-	11	HONEY LOCUST	X	

**RIGHT-OF-WAY TREE REMOVALS**  
 RIGHT-OF-WAY TREES TO BE REMOVED = 0  
 TOTAL DIAMETER INCHES = 49 INCHES  
 REPLACEMENT INCHES REQUIRED = 0 INCHES

**ON-SITE TREE INVENTORY**

TREE NO.	SIZE	SPECIES	SIGNIFICANT	REMOVE	REMAIN	HERITAGE
1766	33	OAK	SIGNIFICANT	X		YES
1772	18	MAPLE	SIGNIFICANT	X		NO
1773	14	MAPLE	SIGNIFICANT	X		NO
1774	18	MAPLE	SIGNIFICANT	X		NO
1775	14	MAPLE	SIGNIFICANT	X		NO

**ON-SITE TREE PRESERVATION CALCULATIONS**  
 TOTAL TREES ON SITE = 5 TREES (4 SIGNIFICANT, 1 HERITAGE)  
 SIGNIFICANT TREES = 4 TREES (4 SIGNIFICANT, 1 HERITAGE)  
 SIGNIFICANT DIAMETER INCHES = 64 INCHES  
 SIGNIFICANT TREE REMOVAL = 4 TREES  
 ALLOWABLE DIAMETER REMOVALS (10%) = 6.4 INCHES  
 DIAMETER REPLACEMENT REQUIRED = 57.6 INCHES  
 HERITAGE TREE COUNT = 1 TREE  
 HERITAGE DIAMETER REMOVAL = 33 INCHES  
 REPLACEMENT REQUIRED = 66 INCHES  
 TOTAL REPLACEMENT REQUIRED = 124.6 INCHES  
 REPLACEMENT TREES PROVIDED (SEE LANDSCAPE PLAN L1):  
 12 - 8' CONSPICUOUS TREES (7' EQUIVALENT) = 36 INCHES  
 TOTAL REPLACEMENT INCHES PROVIDED = 36 INCHES



**GOPHER STATE ONE CALL**  
 CALL 48 HOURS BEFORE YOU DIG  
 TWIN CITY AREA 651-494-0002  
 MN TOLL FREE 1-800-292-1186

CODE COMPLIANCE

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE PROJECT'S SPECIFICATIONS AND ANY APPLICABLE LAWS, CODES, ORDINANCES, REGULATIONS, RULES, AND STANDARDS THAT MAY AFFECT THE PROJECT. THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND CITY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK DATE SUBSTANTIAL COMPLETION.

PROGRESS PRINT  
3-16-26

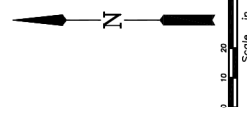
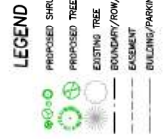


PLANT, SHRUB AND TREE LIST

SYMBOL	QUANTITY	DIAMETER (IN)	TOTAL INCHES	GENUS %
ALN	3	3	9	9.58%
GLN	6	3	18	18.75%
QUN	4	3	12	12.50%
QUN	3	3	9	9.58%
MAL	4	3	12	12.50%
PNL	4	3	12	12.50%
PKL	5	3	15	15.63%
ABL	3	3	9	9.58%
TOTAL	32	-	96	100%

SYMBOL	QUANTITY	COMMON NAME	SIZE/ROOT
CS	16	Shorea robusta 'Guttayana'	3 Galton
SI	2	Shorea robusta 'Guttayana'	7 Galton
PI	9	Pinus strobus 'Burgoyne'	5 Galton
TY	3	Thuja occidentalis 'Spartan'	1 Galton
MA	30	Malus 'Honeycrisp'	1 Galton
AM	5	Amelanchier canadensis	10 Galton
AF	36	Asplenium nidus	2 Galton
SP	11	Sparganium angustifolium	3 Galton
TOTAL	117		



CALL 48 HOURS BEFORE YOU DIG  
 THIN CITY AREA 651-494-0002  
 MN TOLL FREE 1-800-552-1166





**WALSER  
LAMBORGINI**

1022 WAYZATA BLVD  
WAYZATA, MN 55391

DATE: 07/20/20  
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED MASTER ELECTRICIAN UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROBERT MACHAMILL  
REGISTRATION NO. AM8232

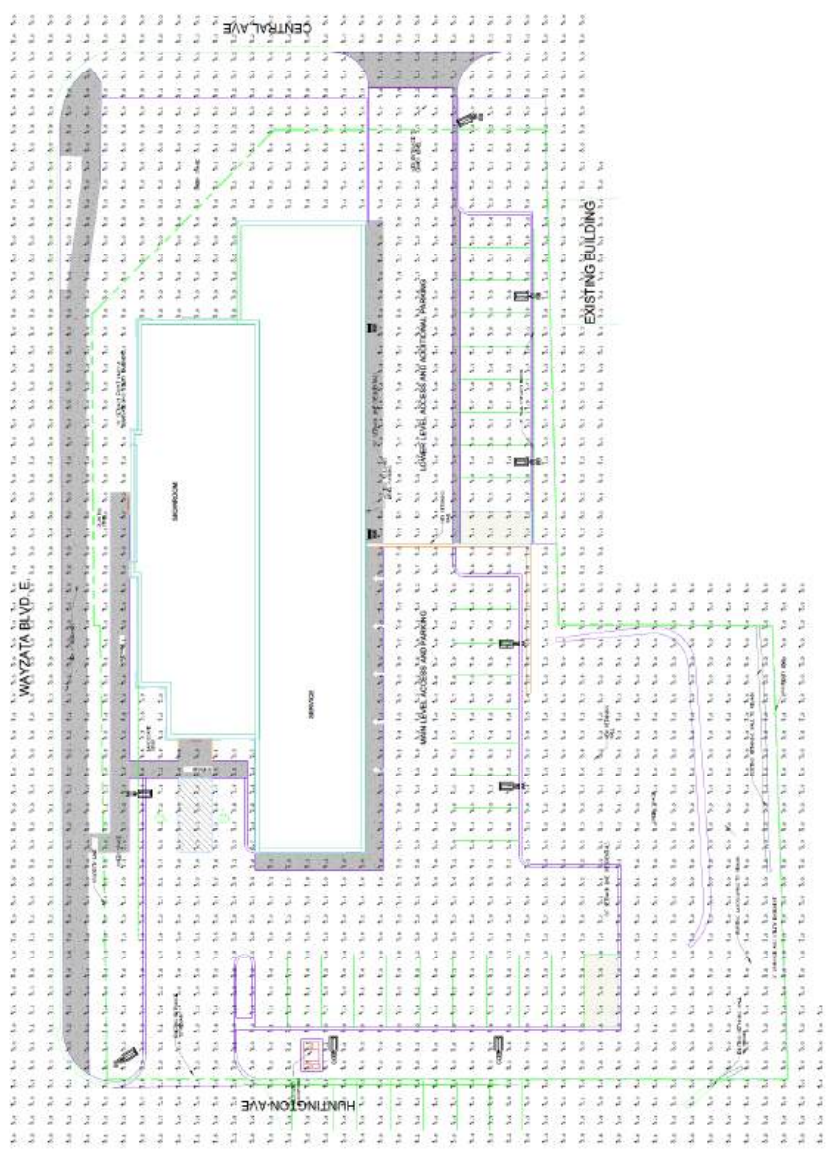
**STINSON Electric Inc.**  
612.424.8461  
8888 Kyle Street NE  
Suite 100  
New Brighton, MN 55122

DATE: 10/17/2020

DESIGN DEVELOPMENT

NO.	DATE	DESCRIPTION
1	10/17/2020	ISSUE FOR PERMIT
PROJECT NO.: 0200		
DRAWN BY: CM		
CHECKED BY: BA		
COPPERTITLE		
SHEET TITLE		

**SITE  
PHOTOMETRIC  
E5.1**



LEVEL	DESCRIPTION	AREA	PERCENT	TOTAL
0	OFFICE	4,381	10.30%	45,119
1	CONFERENCE	1,200	2.92%	15,119
2	BREAK ROOM	1,000	2.44%	16,119
3	STORAGE	1,000	2.44%	17,119
TOTAL		42,381	100.00%	45,119





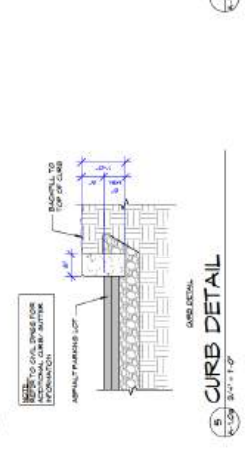
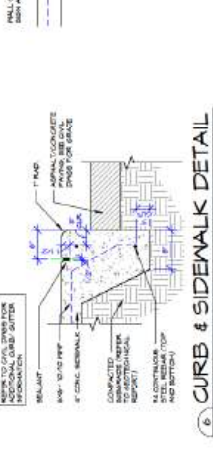
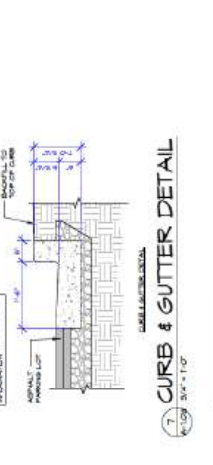
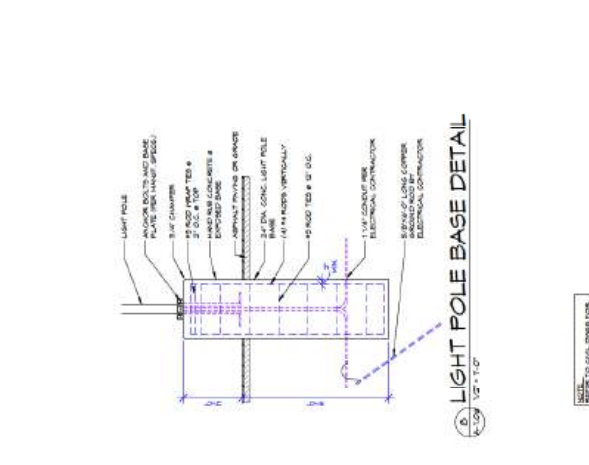
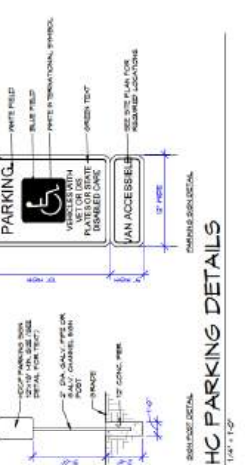
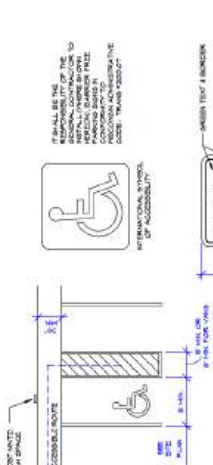
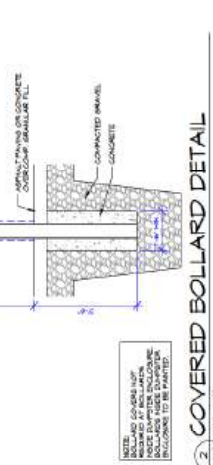
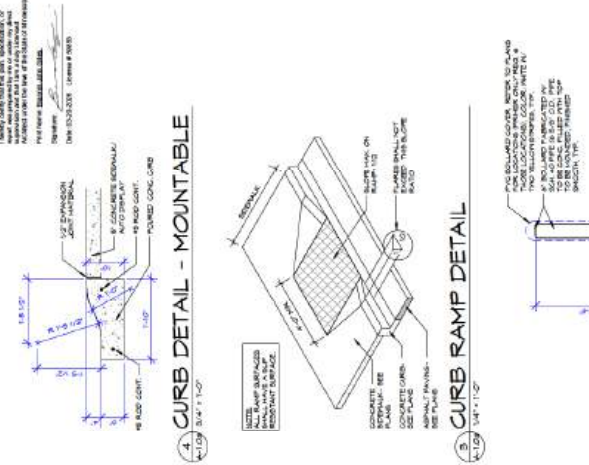


**GENERAL PLAN DEMOLITION NOTES:**

- DEMOLITION SHALL BE ACCORDING TO THE SPECIFICATIONS OF ALL APPLICABLE CODES, ORDINANCES, RULES, REGULATIONS, ETC. TO BE REMOVED.
- ALL UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR AND MUST BE PROTECTED PRIOR TO ANY DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND UTILITIES PRIOR TO THE START OF DEMOLITION WORK.
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**GENERAL SITE PLAN NOTES:**

- GENERAL CONTRACTOR TO PROVIDE CONCRETE REINFORCEMENT, EQUIPMENT AND CONCRETE WORK WITH REVISIONS TO THE GENERAL CONTRACTOR'S DESIGN.
- GENERAL CONTRACTOR TO PROVIDE SITE SURVEY, DESIGN, CONTROL, RECORDS AND AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION.
- ALL SITE UTILITIES MUST BE IDENTIFIED PRIOR TO CONSTRUCTION.
- ALL UTILITIES SHALL BE IDENTIFIED BY THE CONTRACTOR AND MUST BE PROTECTED PRIOR TO ANY CONSTRUCTION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION.
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**REVISION HISTORY**

NO.	DESCRIPTION	DATE

DATE: 08-01-2024  
 DRAWN BY: JLM  
 CHECKED BY: JLM  
 APPROVED BY: JLM

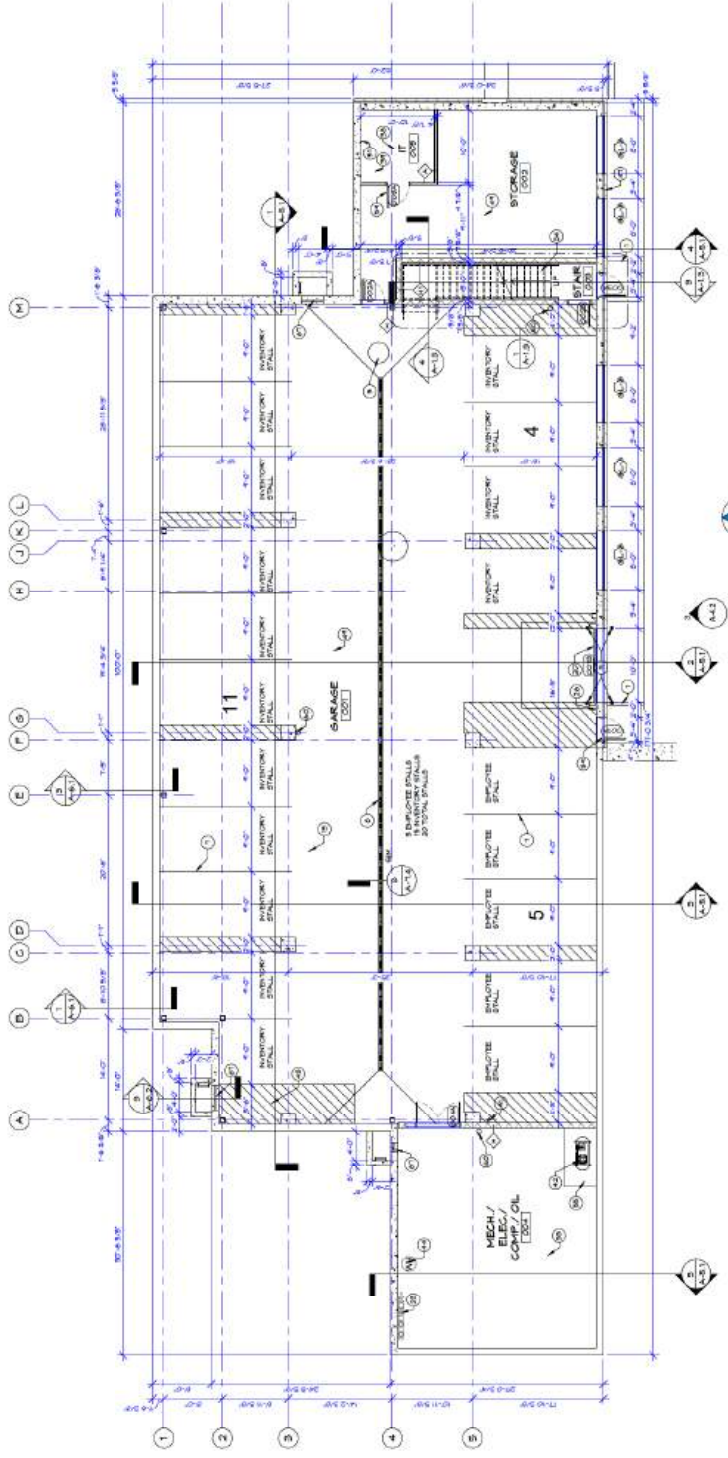
**A-1.0a**

**Gries**  
 Architectural Group Inc.

**WALSER LAMBORGHINI**  
 A NEW BUILDING FOR:  
 WAZATA, MINNESOTA

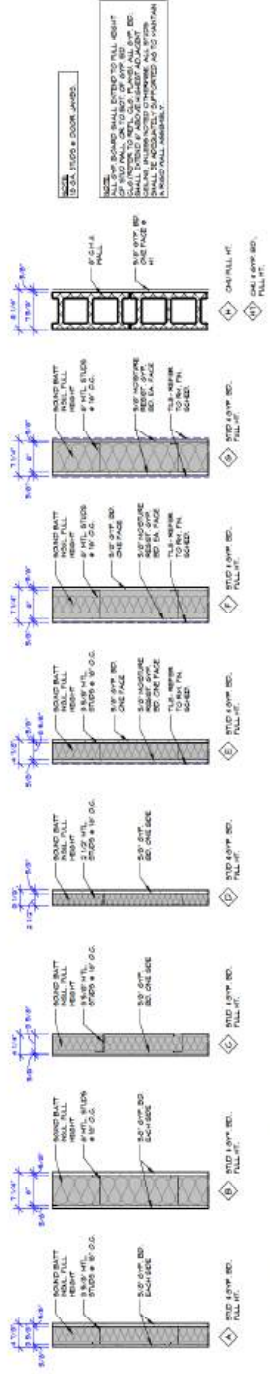
**WALSER LAMBORGHINI**  
 224-228 Walsler Lomborghini 2/24/24

NO.	DESCRIPTION	DATE



LOWER LEVEL PLAN  
 1/8" = 1'-0"

INTERIOR WALL TYPES  
 T-310



NOTES:  
 1. ALL WALLS SHALL BE FINISHED WITH 1/2" GYP. BD. ON BOTH SIDES.  
 2. ALL WALLS SHALL BE FINISHED WITH 1/2" GYP. BD. ON ONE SIDE.  
 3. ALL WALLS SHALL BE FINISHED WITH 1/2" GYP. BD. ON ONE SIDE.  
 4. ALL WALLS SHALL BE FINISHED WITH 1/2" GYP. BD. ON ONE SIDE.  
 5. ALL WALLS SHALL BE FINISHED WITH 1/2" GYP. BD. ON ONE SIDE.  
 6. ALL WALLS SHALL BE FINISHED WITH 1/2" GYP. BD. ON ONE SIDE.  
 7. ALL WALLS SHALL BE FINISHED WITH 1/2" GYP. BD. ON ONE SIDE.

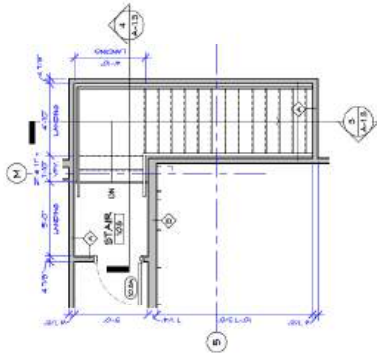


NO.	REVISION	DATE

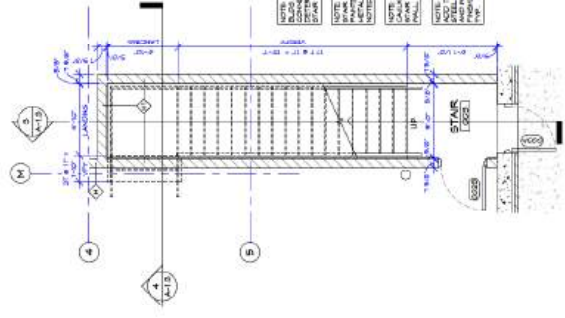
DATE: 08-20-2008  
 HP: JACOB  
 d. By: JWB

**A-1.3**

**NOTES:**  
 1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.  
 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.  
 3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
 5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
 6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
 7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
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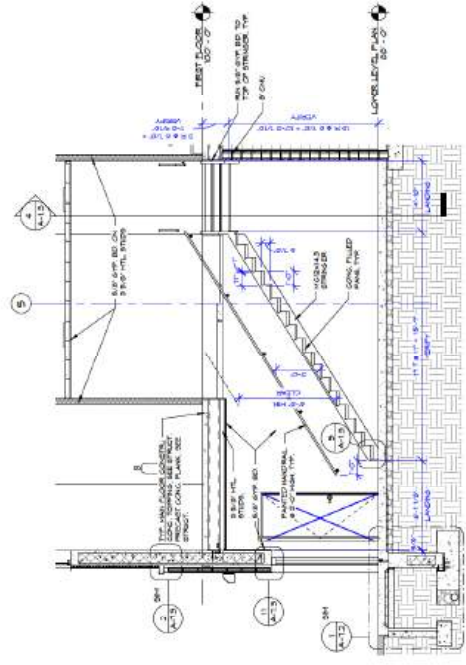
**4 ENLARGED FIRST FLOOR STAIRS**  
 A-1.3 1/4" = 1'-0"



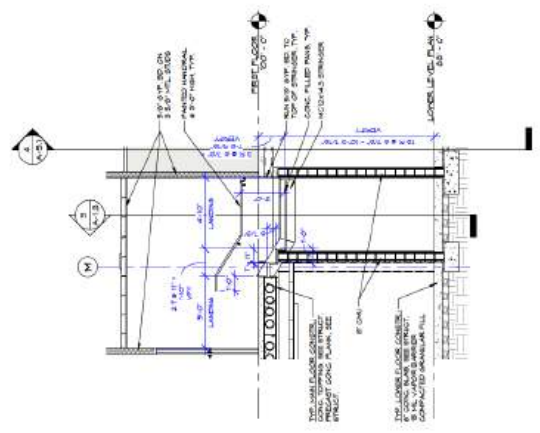
**4 ENLARGED LOWER LEVEL STAIRS**  
 A-1.3 1/4" = 1'-0"



**5 STAIR NOSING DETAIL**  
 A-1.3 1/2" = 1'-0"



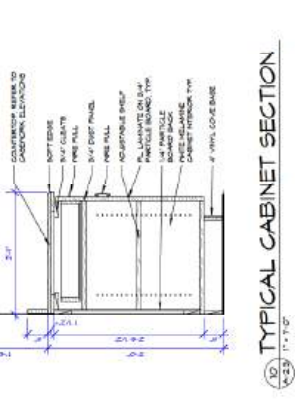
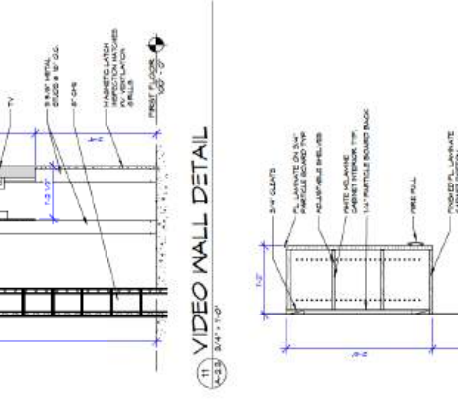
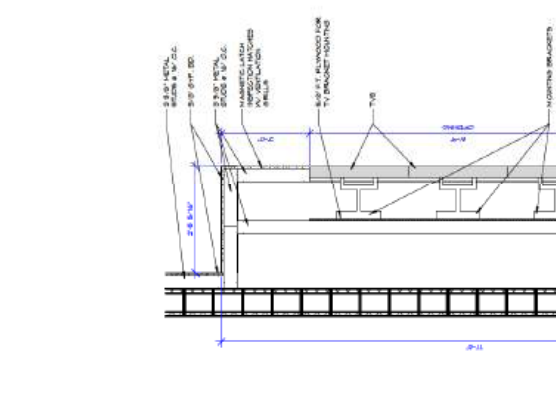
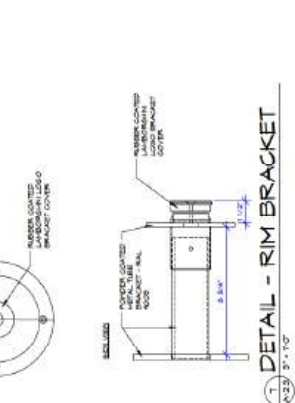
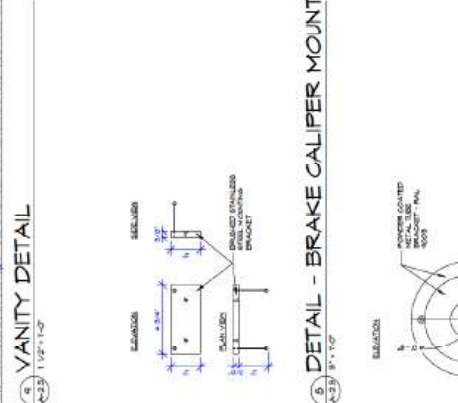
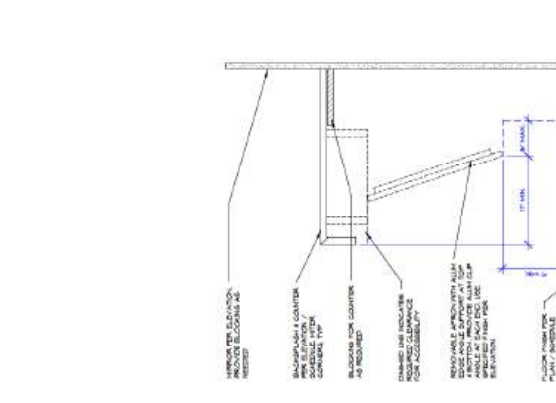
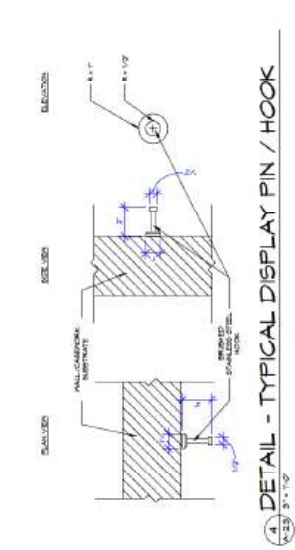
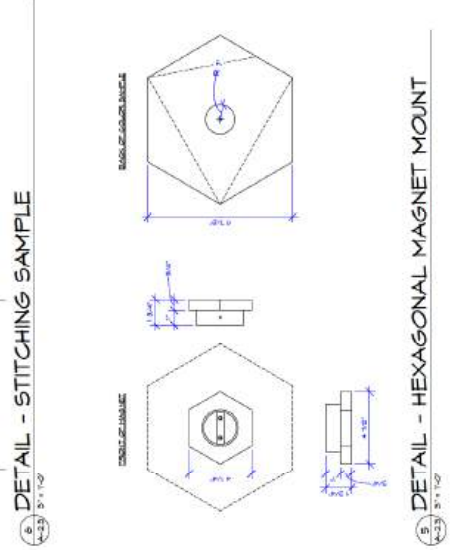
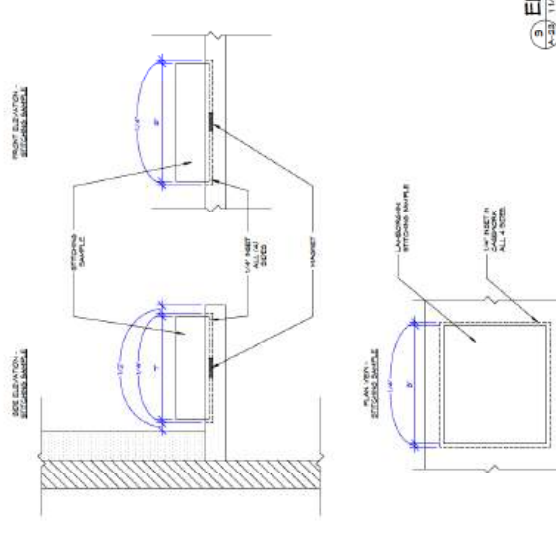
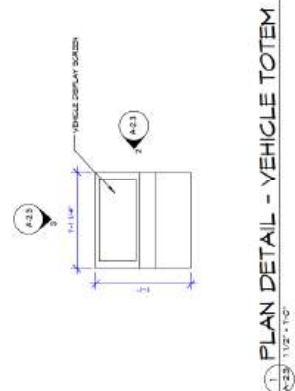
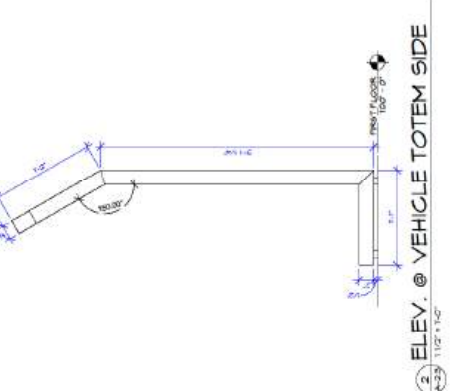
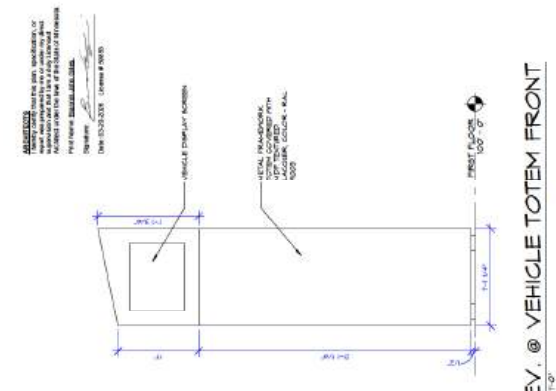
**5 STAIR SECTION 1**  
 A-1.3 1/4" = 1'-0"



**5 STAIR SECTION 2**  
 A-1.3 1/4" = 1'-0"











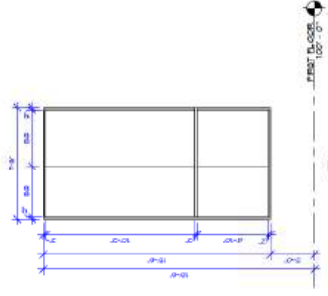




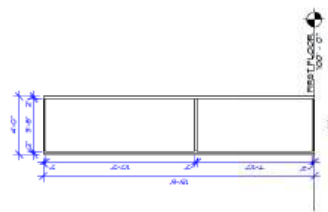
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REVISION HISTORY	NO.	DESCRIPTION	DATE

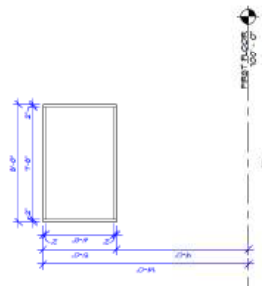
**NOTES:**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
 2. FINISHES ARE AS NOTED.  
 3. REFER TO OTHER DRAWINGS FOR RELATED DIMENSIONS.  
 4. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.



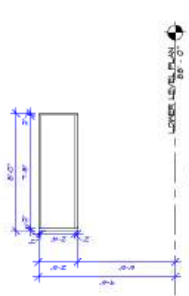
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 1" THK. PRO SOLARSHIELD SYSTEMS (BLACK ANODIZED FINISH).  
 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:



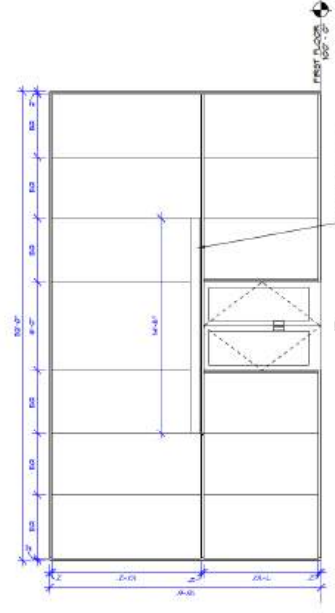
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 1" THK. PRO SOLARSHIELD SYSTEMS (BLACK ANODIZED FINISH).  
 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:



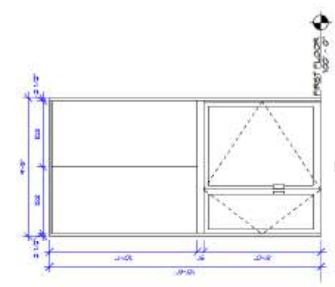
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 1" THK. PRO SOLARSHIELD SYSTEMS (BLACK ANODIZED FINISH).  
 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:



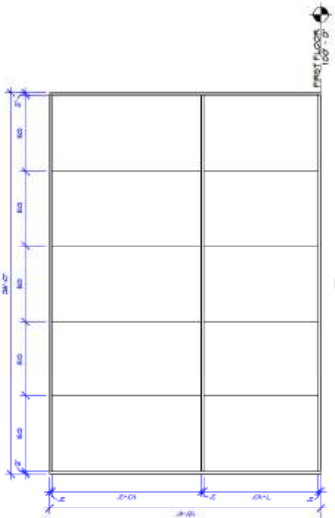
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 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:



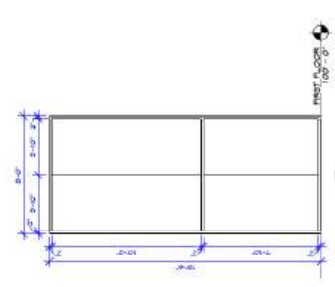
ALL GLASS PANEL SYSTEMS ARE BLACK ANODIZED ALUMINUM (BLACK ANODIZED FINISH).  
 1" THK. PRO SOLARSHIELD SYSTEMS (BLACK ANODIZED FINISH).  
 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:



ALL GLASS PANEL SYSTEMS ARE BLACK ANODIZED ALUMINUM (BLACK ANODIZED FINISH).  
 1" THK. PRO SOLARSHIELD SYSTEMS (BLACK ANODIZED FINISH).  
 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:

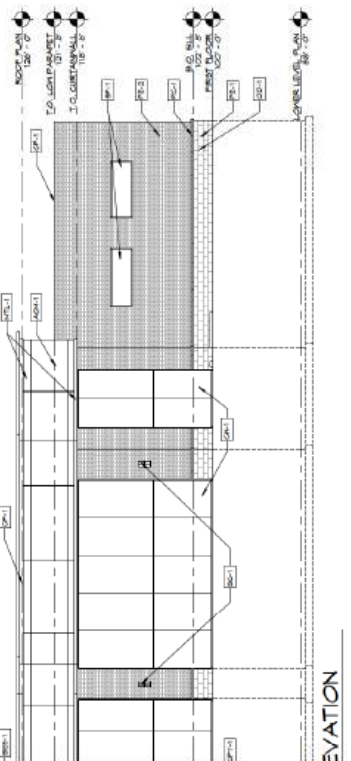


ALL GLASS PANEL SYSTEMS ARE BLACK ANODIZED ALUMINUM (BLACK ANODIZED FINISH).  
 1" THK. PRO SOLARSHIELD SYSTEMS (BLACK ANODIZED FINISH).  
 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:



ALL GLASS PANEL SYSTEMS ARE BLACK ANODIZED ALUMINUM (BLACK ANODIZED FINISH).  
 1" THK. PRO SOLARSHIELD SYSTEMS (BLACK ANODIZED FINISH).  
 INSULATED GLASS UNITS (IGU) AS NOTED.  
 CHANGES:

**NOTES:**  
 1. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 2. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 3. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 4. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 5. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.



**NORTH ELEVATION**  
 1/8" = 1'-0"

**GENERAL NOTES:**  
 1. PROVIDE MATERIAL SAMPLES TO BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 2. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 3. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 4. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.  
 5. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.

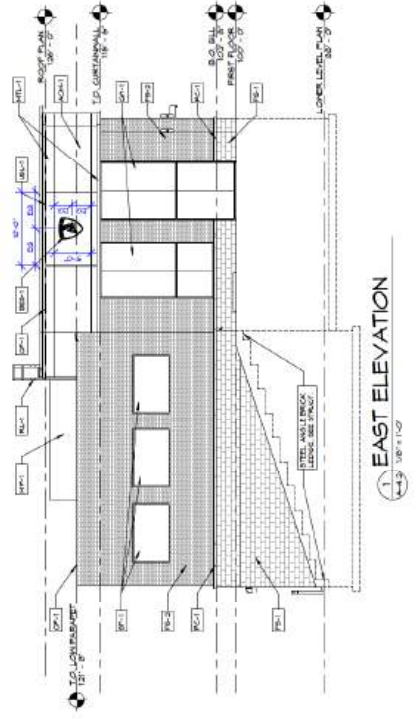
KEY NOTE	MATERIAL SUMMARY	KEY NOTE	MATERIAL SUMMARY	KEY NOTE	MATERIAL SUMMARY	KEY NOTE	MATERIAL SUMMARY	KEY NOTE	MATERIAL SUMMARY
SK-1	STEEL, CORRAL, GALVALUM	SK-2	STEEL, CORRAL, GALVALUM	SK-3	STEEL, CORRAL, GALVALUM	SK-4	STEEL, CORRAL, GALVALUM	SK-5	STEEL, CORRAL, GALVALUM
SK-6	STEEL, CORRAL, GALVALUM	SK-7	STEEL, CORRAL, GALVALUM	SK-8	STEEL, CORRAL, GALVALUM	SK-9	STEEL, CORRAL, GALVALUM	SK-10	STEEL, CORRAL, GALVALUM
SK-11	STEEL, CORRAL, GALVALUM	SK-12	STEEL, CORRAL, GALVALUM	SK-13	STEEL, CORRAL, GALVALUM	SK-14	STEEL, CORRAL, GALVALUM	SK-15	STEEL, CORRAL, GALVALUM
SK-16	STEEL, CORRAL, GALVALUM	SK-17	STEEL, CORRAL, GALVALUM	SK-18	STEEL, CORRAL, GALVALUM	SK-19	STEEL, CORRAL, GALVALUM	SK-20	STEEL, CORRAL, GALVALUM
SK-21	STEEL, CORRAL, GALVALUM	SK-22	STEEL, CORRAL, GALVALUM	SK-23	STEEL, CORRAL, GALVALUM	SK-24	STEEL, CORRAL, GALVALUM	SK-25	STEEL, CORRAL, GALVALUM
SK-26	STEEL, CORRAL, GALVALUM	SK-27	STEEL, CORRAL, GALVALUM	SK-28	STEEL, CORRAL, GALVALUM	SK-29	STEEL, CORRAL, GALVALUM	SK-30	STEEL, CORRAL, GALVALUM
SK-31	STEEL, CORRAL, GALVALUM	SK-32	STEEL, CORRAL, GALVALUM	SK-33	STEEL, CORRAL, GALVALUM	SK-34	STEEL, CORRAL, GALVALUM	SK-35	STEEL, CORRAL, GALVALUM
SK-36	STEEL, CORRAL, GALVALUM	SK-37	STEEL, CORRAL, GALVALUM	SK-38	STEEL, CORRAL, GALVALUM	SK-39	STEEL, CORRAL, GALVALUM	SK-40	STEEL, CORRAL, GALVALUM
SK-41	STEEL, CORRAL, GALVALUM	SK-42	STEEL, CORRAL, GALVALUM	SK-43	STEEL, CORRAL, GALVALUM	SK-44	STEEL, CORRAL, GALVALUM	SK-45	STEEL, CORRAL, GALVALUM
SK-46	STEEL, CORRAL, GALVALUM	SK-47	STEEL, CORRAL, GALVALUM	SK-48	STEEL, CORRAL, GALVALUM	SK-49	STEEL, CORRAL, GALVALUM	SK-50	STEEL, CORRAL, GALVALUM
SK-51	STEEL, CORRAL, GALVALUM	SK-52	STEEL, CORRAL, GALVALUM	SK-53	STEEL, CORRAL, GALVALUM	SK-54	STEEL, CORRAL, GALVALUM	SK-55	STEEL, CORRAL, GALVALUM
SK-56	STEEL, CORRAL, GALVALUM	SK-57	STEEL, CORRAL, GALVALUM	SK-58	STEEL, CORRAL, GALVALUM	SK-59	STEEL, CORRAL, GALVALUM	SK-60	STEEL, CORRAL, GALVALUM
SK-61	STEEL, CORRAL, GALVALUM	SK-62	STEEL, CORRAL, GALVALUM	SK-63	STEEL, CORRAL, GALVALUM	SK-64	STEEL, CORRAL, GALVALUM	SK-65	STEEL, CORRAL, GALVALUM
SK-66	STEEL, CORRAL, GALVALUM	SK-67	STEEL, CORRAL, GALVALUM	SK-68	STEEL, CORRAL, GALVALUM	SK-69	STEEL, CORRAL, GALVALUM	SK-70	STEEL, CORRAL, GALVALUM
SK-71	STEEL, CORRAL, GALVALUM	SK-72	STEEL, CORRAL, GALVALUM	SK-73	STEEL, CORRAL, GALVALUM	SK-74	STEEL, CORRAL, GALVALUM	SK-75	STEEL, CORRAL, GALVALUM
SK-76	STEEL, CORRAL, GALVALUM	SK-77	STEEL, CORRAL, GALVALUM	SK-78	STEEL, CORRAL, GALVALUM	SK-79	STEEL, CORRAL, GALVALUM	SK-80	STEEL, CORRAL, GALVALUM
SK-81	STEEL, CORRAL, GALVALUM	SK-82	STEEL, CORRAL, GALVALUM	SK-83	STEEL, CORRAL, GALVALUM	SK-84	STEEL, CORRAL, GALVALUM	SK-85	STEEL, CORRAL, GALVALUM
SK-86	STEEL, CORRAL, GALVALUM	SK-87	STEEL, CORRAL, GALVALUM	SK-88	STEEL, CORRAL, GALVALUM	SK-89	STEEL, CORRAL, GALVALUM	SK-90	STEEL, CORRAL, GALVALUM
SK-91	STEEL, CORRAL, GALVALUM	SK-92	STEEL, CORRAL, GALVALUM	SK-93	STEEL, CORRAL, GALVALUM	SK-94	STEEL, CORRAL, GALVALUM	SK-95	STEEL, CORRAL, GALVALUM
SK-96	STEEL, CORRAL, GALVALUM	SK-97	STEEL, CORRAL, GALVALUM	SK-98	STEEL, CORRAL, GALVALUM	SK-99	STEEL, CORRAL, GALVALUM	SK-100	STEEL, CORRAL, GALVALUM

**KEY NOTE MATERIAL SUMMARY**

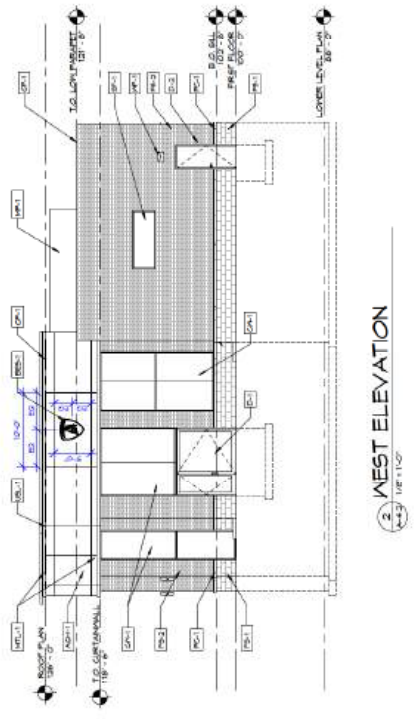
**KEY NOTE MATERIAL SUMMARY**

**KEY NOTE MATERIAL SUMMARY**

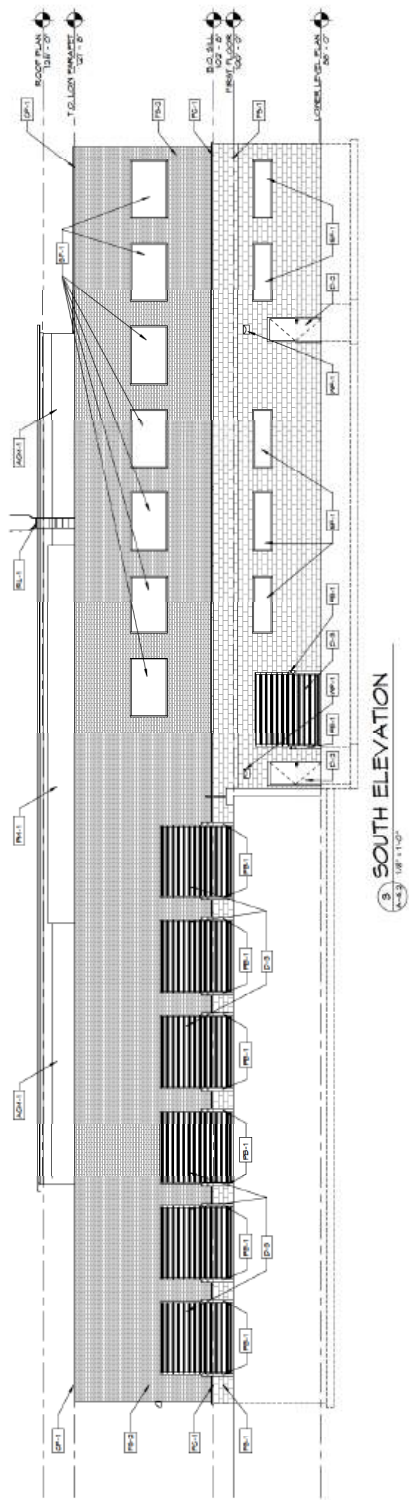
REVISION HISTORY	NO.	DESCRIPTION	DATE



1 EAST ELEVATION  
 1/8" = 1'-0"



2 WEST ELEVATION  
 1/8" = 1'-0"



3 SOUTH ELEVATION  
 1/8" = 1'-0"

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PROJECT: **WATER LAMBORGHINI**  
DRAWING: **ARCHITECTURAL**  
DATE: **05/20/2014**

DATE: **05/20/2014** **CONCEPT # 0001**

**Gries**  
Architectural Group Inc.  
10000 University Avenue  
Suite 1000  
Minneapolis, MN 55426  
Phone: 612.232.2100  
Fax: 612.232.2101  
www.griesgroup.com

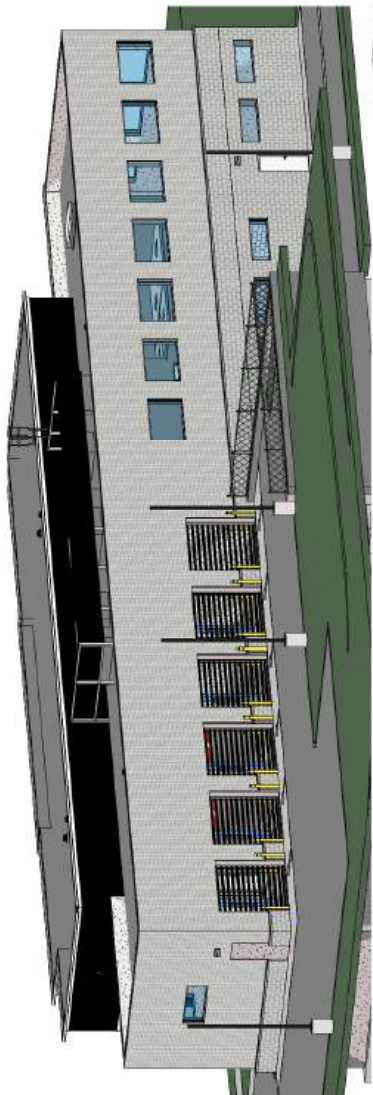
OWNER: **THE UNIVERSITY OF  
MINNESOTA**  
225 UNIVERSITY AVENUE  
MINNEAPOLIS, MN 55455  
PH: 612.625.7500 FAX: 612.625.7501  
WWW.U.MN.EDU

A NEW BUILDING FOR:  
**WALSER LAMBORGHINI**  
WAYZATA, MINNESOTA

REVISION HISTORY
NO. DESCRIPTION DATE

DATE: **05/20/2014**  
JOB: **240228**  
D BY: **gms**

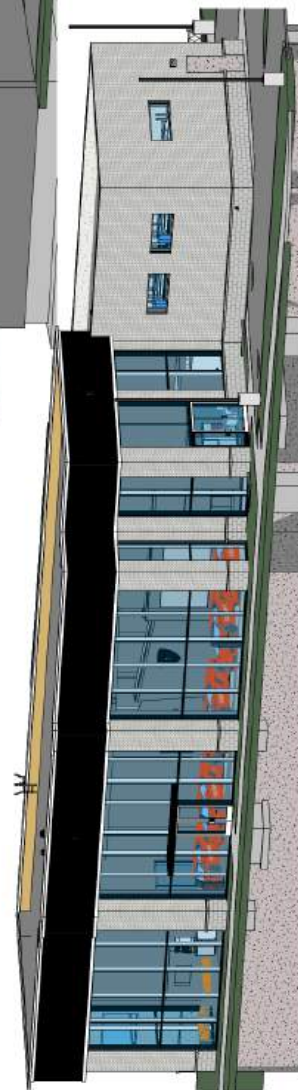
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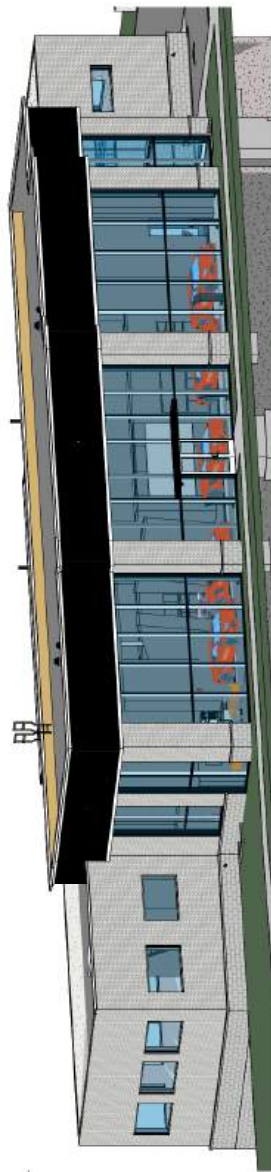
SOUTHWEST PERSPECTIVE



SOUTHEAST PERSPECTIVE



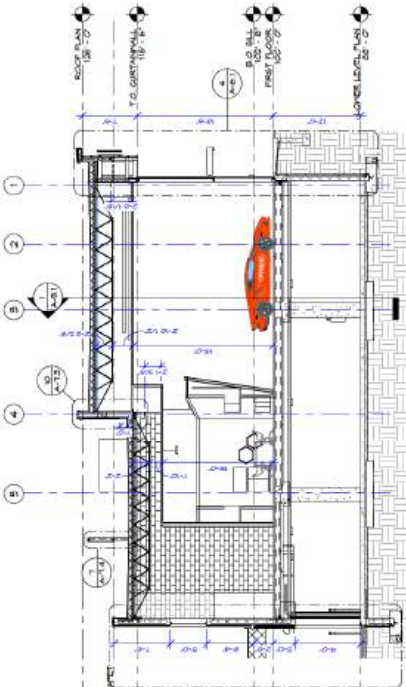
NORTHWEST PERSPECTIVE



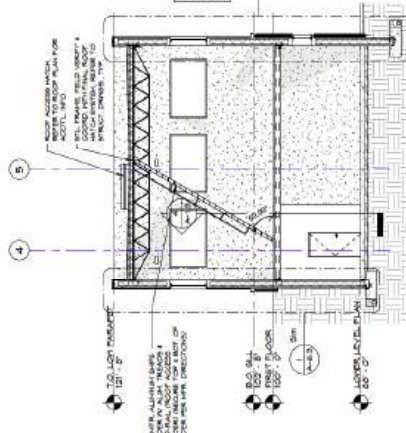
NORTHEAST PERSPECTIVE

**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
 2. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.  
 3. FINISHES TO FACE UNLESS NOTED OTHERWISE.  
 4. DIMENSIONS TO CENTER UNLESS NOTED OTHERWISE.  
 5. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.

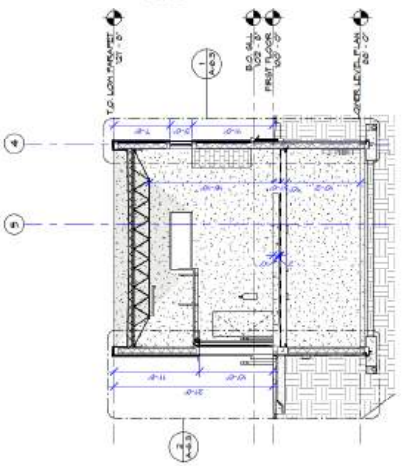
**GENERAL NOTES:**  
 1. BUILDING SECTIONS FOR HANDING  
 2. FINAL FOR 2/27/11, V10



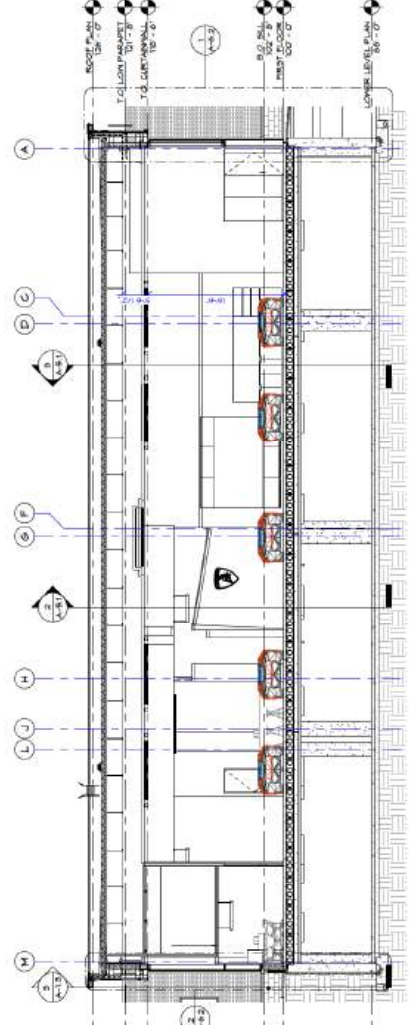
**BUILDING SECTION @ ALIGN. RACK**  
 1/8" = 1'-0"



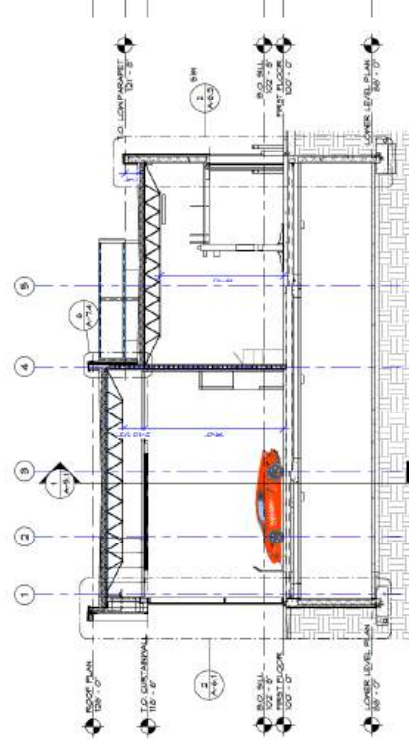
**BUILDING SECTION @ PARTS**  
 1/8" = 1'-0"



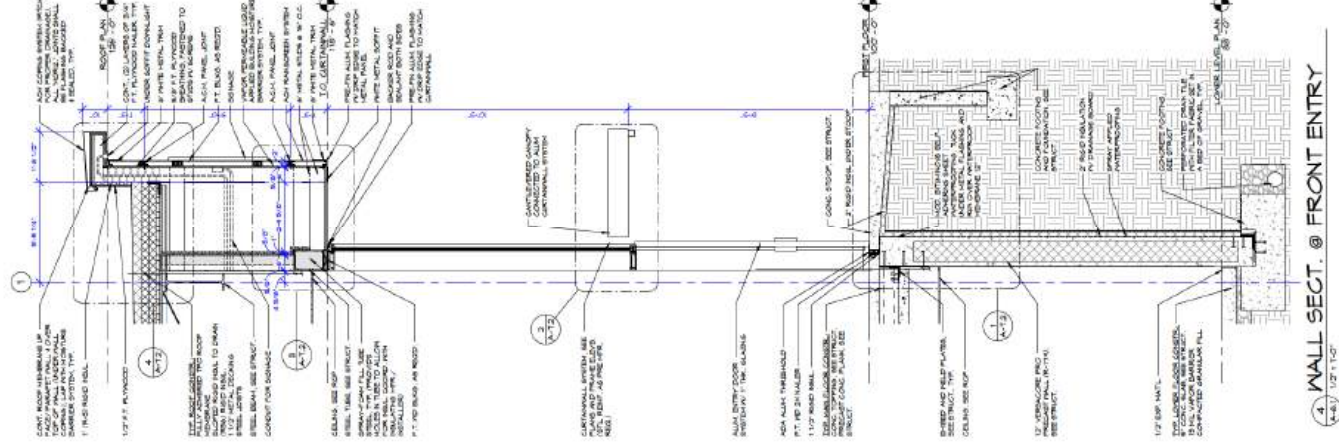
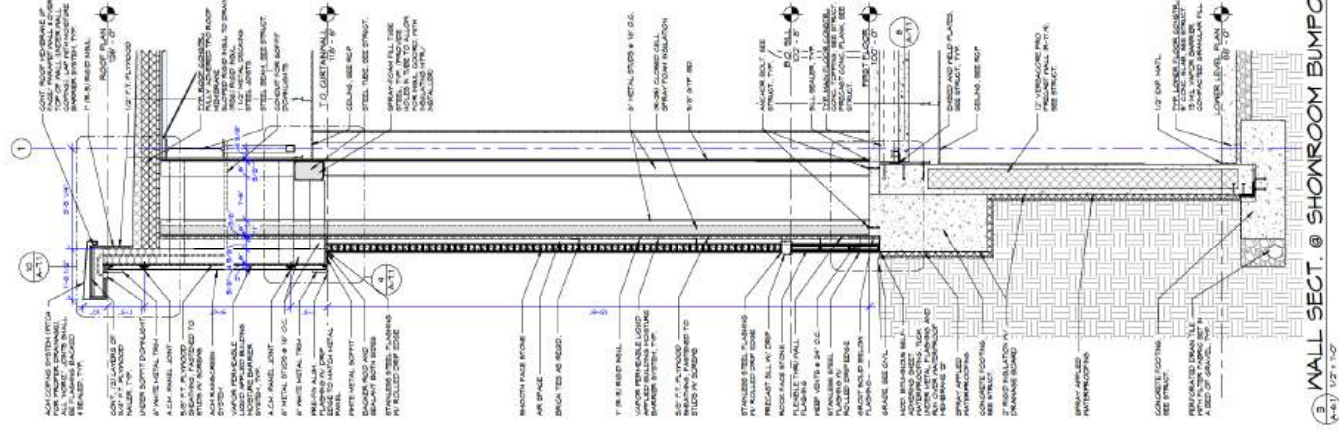
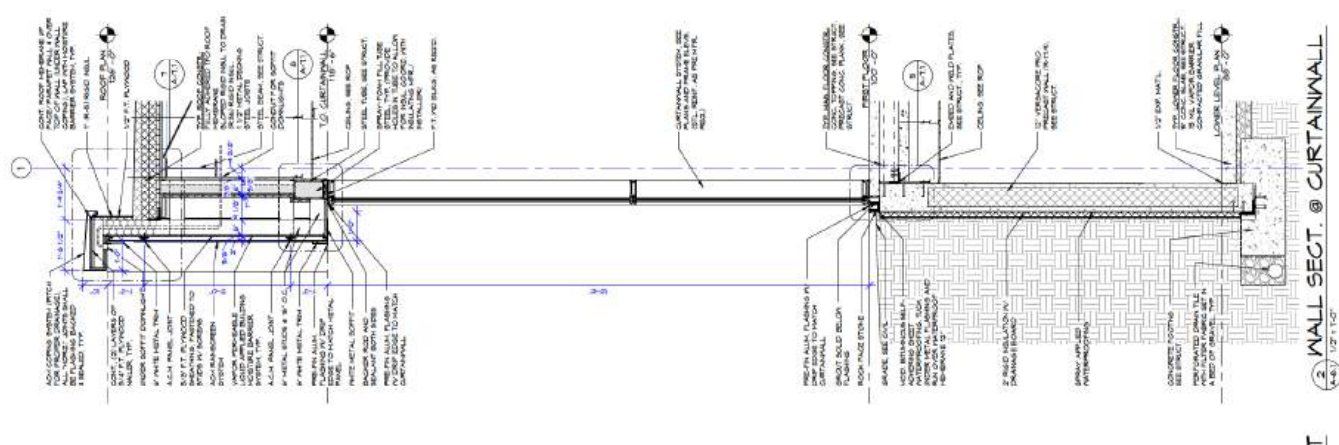
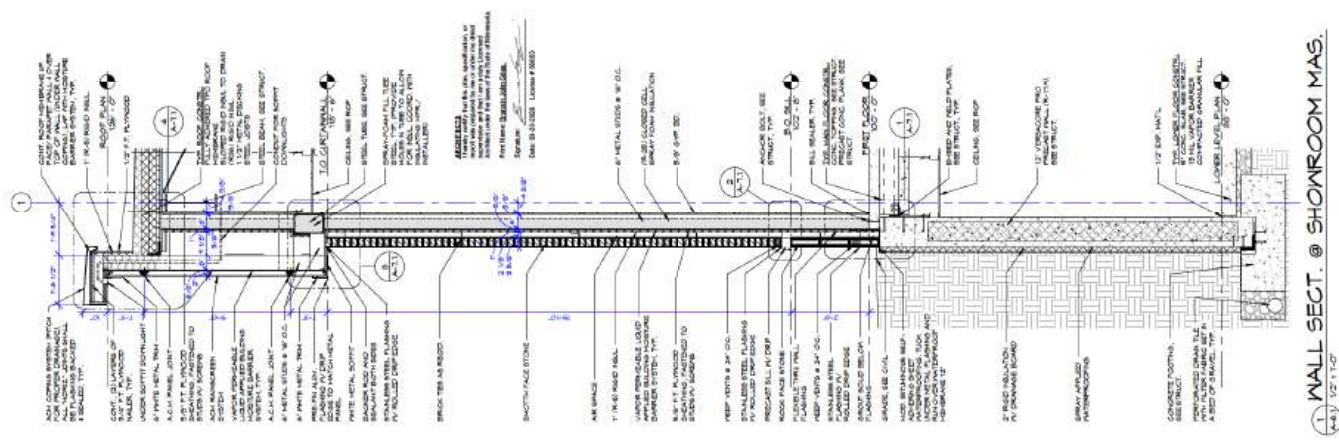
**BUILDING SECTION @ EAST-WEST SHOWROOM**  
 1/8" = 1'-0"



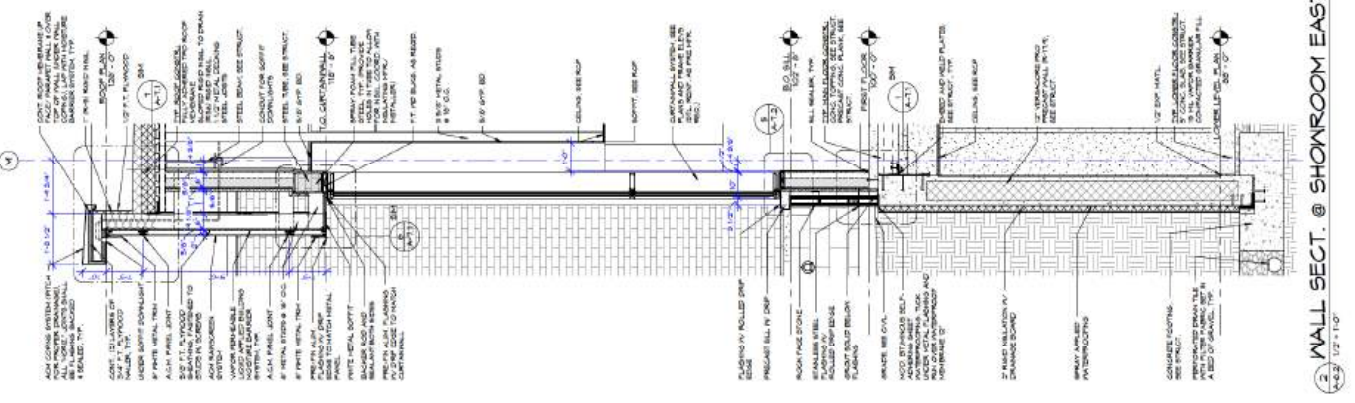
**BUILDING SECTION @ SHOWROOM/ SERVICE**  
 1/8" = 1'-0"



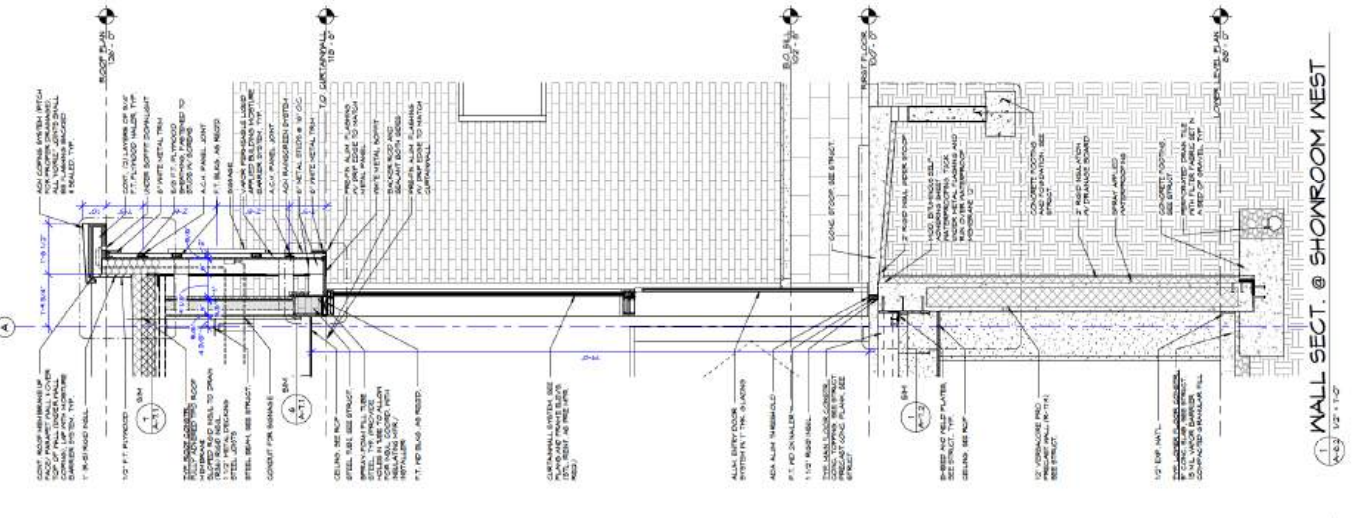
**BUILDING SECTION @ EAST-WEST SHOWROOM**  
 1/8" = 1'-0"



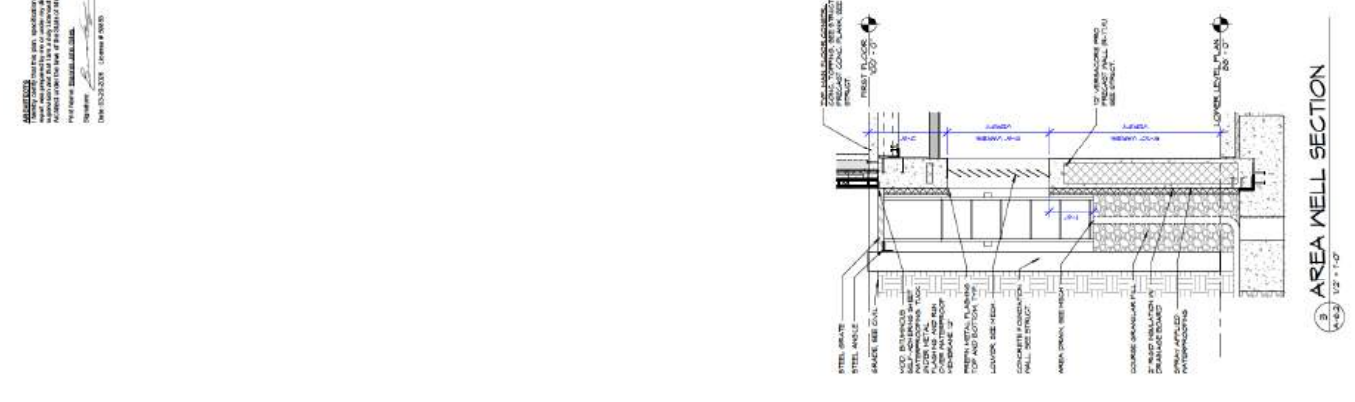
**1 WALL SECT. @ SHOWROOM BUMPOUT**  
**2 WALL SECT. @ CURTAINWALL**  
**3 WALL SECT. @ SHOWROOM BUMPOUT**  
**4 WALL SECT. @ FRONT ENTRY**



2 WALL SECT. @ SHOWROOM EAST  
1/2" = 1'-0"



3 WALL SECT. @ SHOWROOM WEST  
1/2" = 1'-0"



4 AREA WELL SECTION  
1/2" = 1'-0"

**Gries Architectural Group Inc.**  
 14000 Hennepin Avenue, Suite 200  
 Minneapolis, MN 55412  
 Phone: 612.338.1234  
 Fax: 612.338.1235  
 www.gries.com

A NEW BUILDING FOR:  
**WALSER LAMBORGHINI**  
 WAYZATA, MINNESOTA

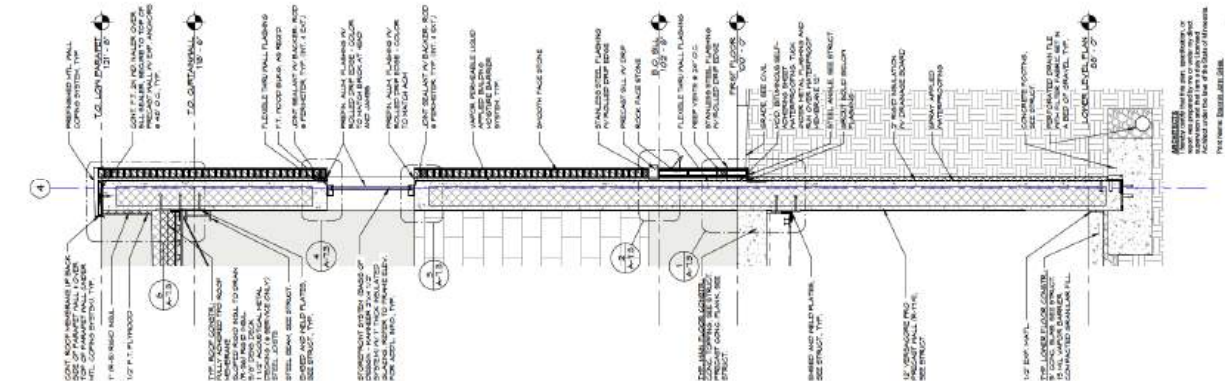
REVISION HISTORY

NO.	DESCRIPTION	DATE

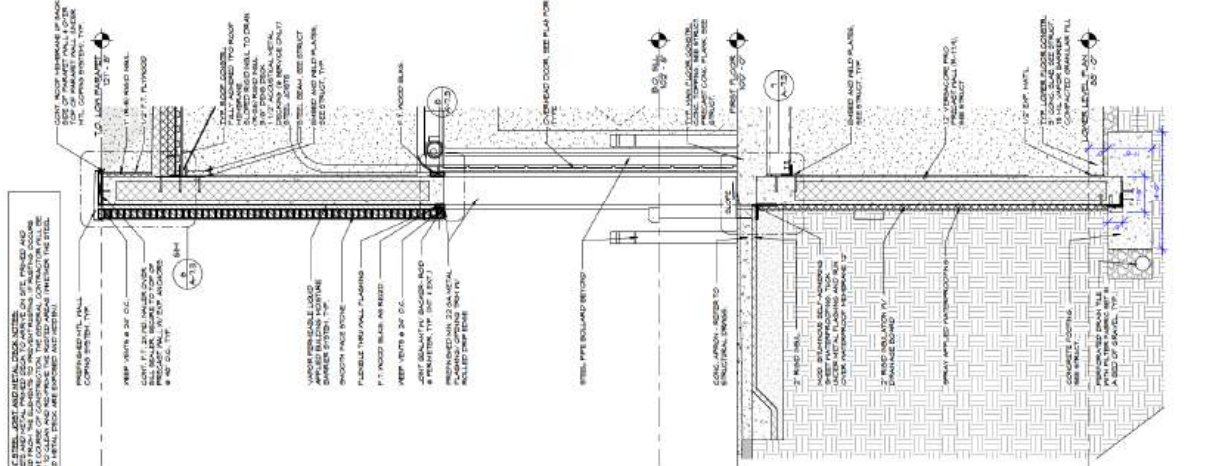
DATE: 08-20-2008  
 100% DESIGN  
 d. by: JMB

**A-6.2**

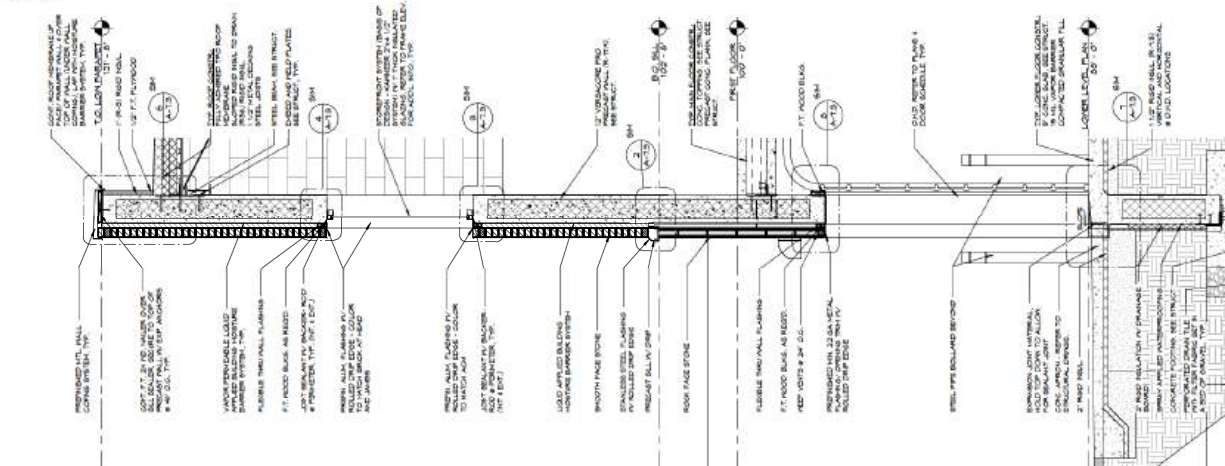
REVISION HISTORY	NO.	DESCRIPTION	DATE



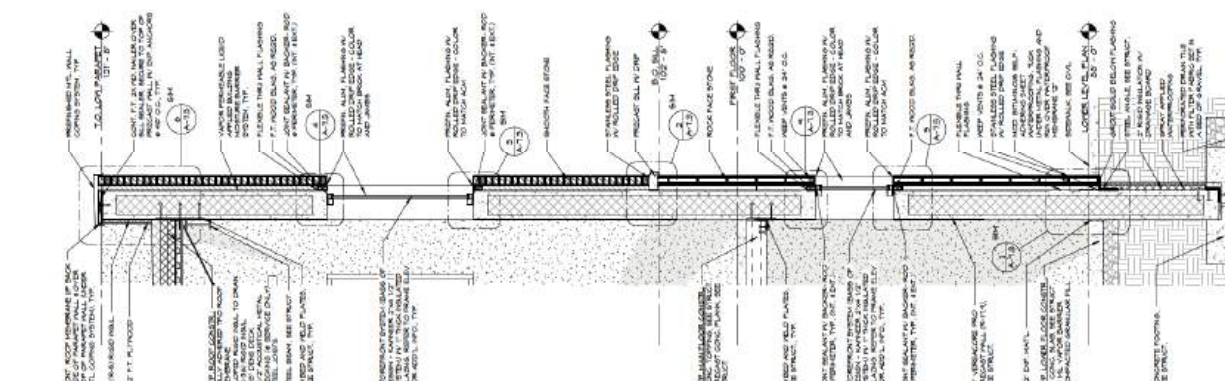
**1 WALL SECT. @ SERVICE NORTH**  
 1/2" = 1'-0"



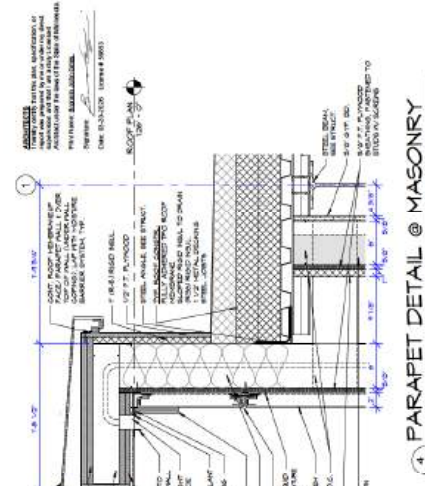
**2 WALL SECT. @ SERVICE SOUTH**  
 1/2" = 1'-0"



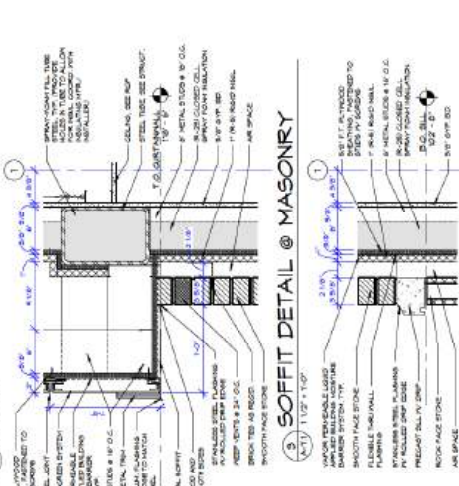
**3 WALL SECT. @ LOWER OHD**  
 1/2" = 1'-0"



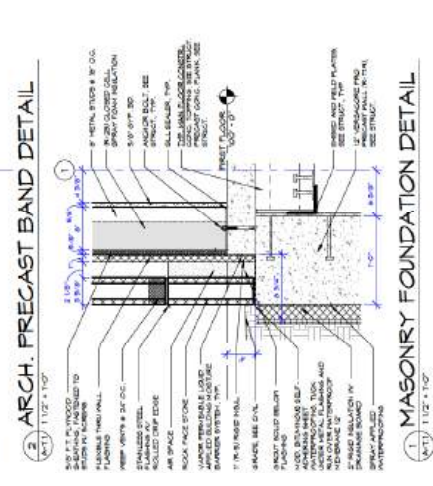
**4 WALL SECT. @ PARTS SOUTH**  
 1/2" = 1'-0"



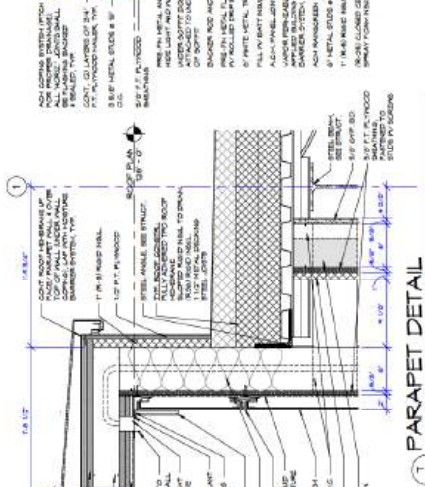
**1** PARAPET DETAIL @ MASONRY  
 A.1.1 1/2" x 1/2"



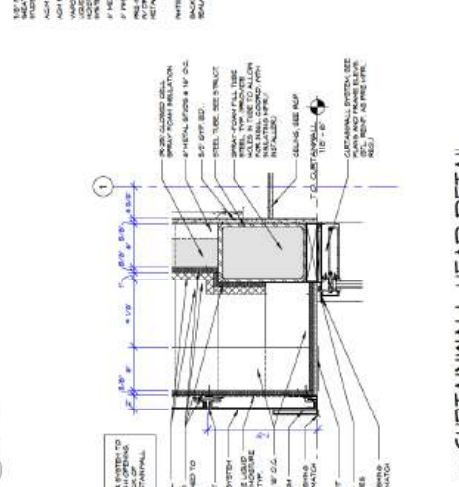
**2** SOFFIT DETAIL @ MASONRY  
 A.1.1 1/2" x 1/2"



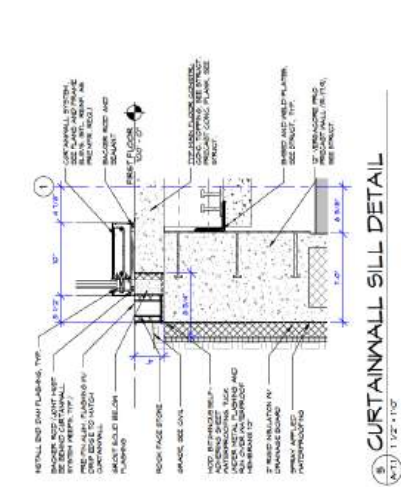
**3** ARCH. PRECAST BAND DETAIL  
 A.1.1 1/2" x 1/2"



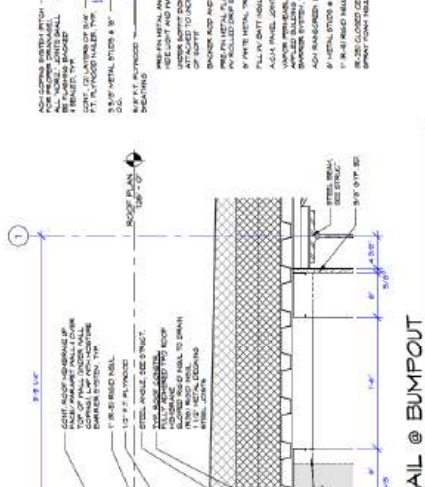
**4** PARAPET DETAIL  
 A.1.1 1/2" x 1/2"



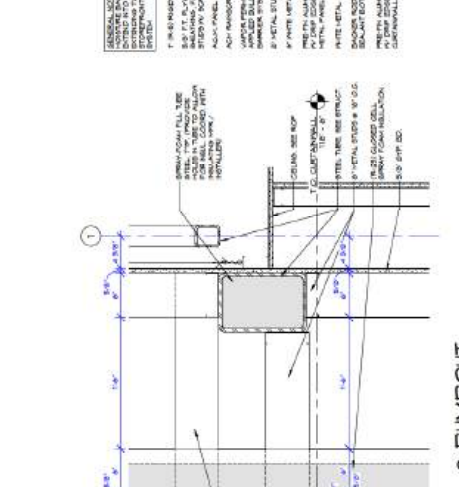
**5** CURTAINWALL HEAD DETAIL  
 A.1.1 1/2" x 1/2"



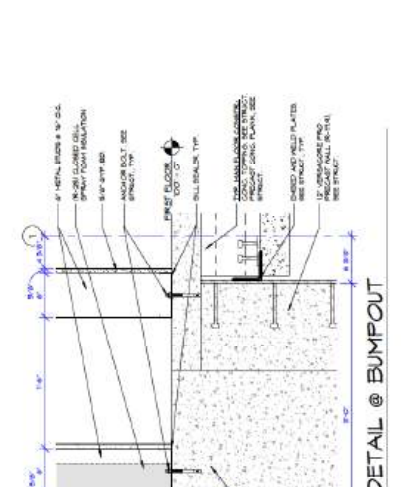
**6** CURTAINWALL SILL DETAIL  
 A.1.1 1/2" x 1/2"



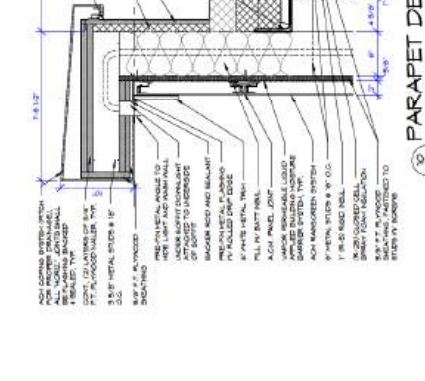
**7** PARAPET DETAIL @ BUMPOUT  
 A.1.1 1/2" x 1/2"



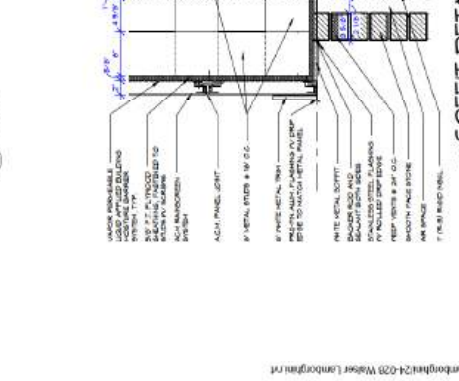
**8** SOFFIT DETAIL @ BUMPOUT  
 A.1.1 1/2" x 1/2"



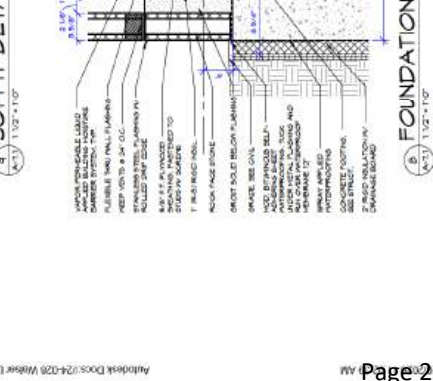
**9** FOUNDATION DETAIL @ BUMPOUT  
 A.1.1 1/2" x 1/2"



**10** PARAPET DETAIL @ MASONRY  
 A.1.1 1/2" x 1/2"



**11** SOFFIT DETAIL @ MASONRY  
 A.1.1 1/2" x 1/2"



**12** ARCH. PRECAST BAND DETAIL  
 A.1.1 1/2" x 1/2"

**13** MASONRY FOUNDATION DETAIL  
 A.1.1 1/2" x 1/2"

**REVISION HISTORY**

NO.	DESCRIPTION	DATE

**Gries Architectural Group Inc.**  
 ARCHITECTS  
 10000 Hennepin Avenue, Suite 200  
 Minneapolis, MN 55428  
 Phone: (763) 551-3333  
 Fax: (763) 551-3334  
 www.gries.com

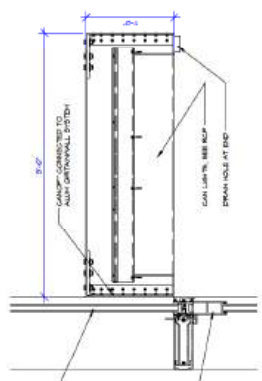
**WALSER LAMBORGHINI**  
 A NEW BUILDING FOR:  
 WAYZATA, MINNESOTA

**A-7.2**

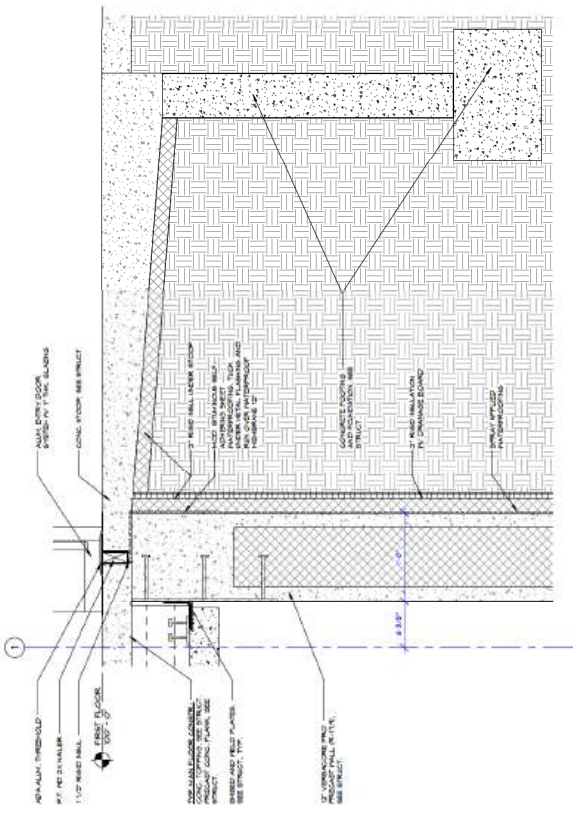
**PROJECT** Wayzata High School, Wayzata, MN  
**DATE** 10/15/12  
**PROJECT NO.** 12-010  
**ARCHITECT** Gries Architectural Group Inc.  
**DESIGNER** David E. Gries



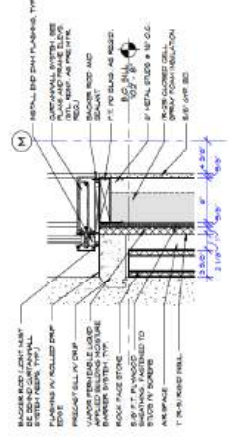
**6 PRECAST PROFILE**  
 1/8" = 1'-0"



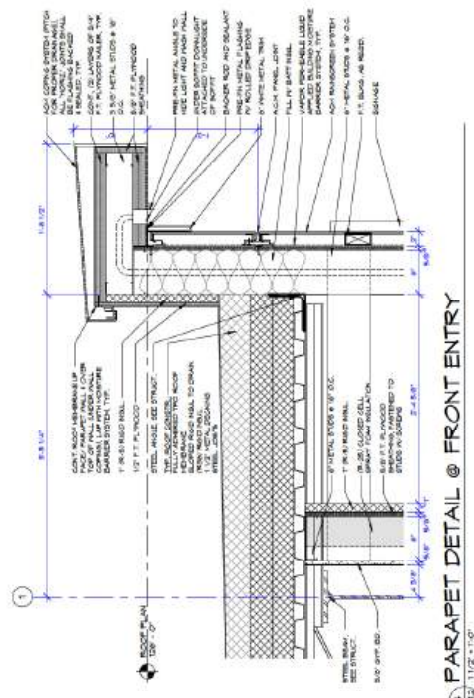
**7 ANNING DETAIL**  
 1/8" = 1'-0"



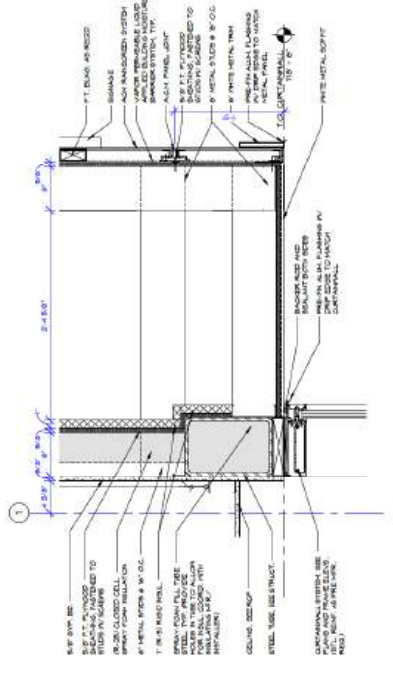
**1 THRESHOLD DETAIL**  
 1/8" = 1'-0"



**5 SILL DETAIL**  
 1/8" = 1'-0"



**4 PARAPET DETAIL @ FRONT ENTRY**  
 1/8" = 1'-0"



**3 SOFFIT DETAIL @ FRONT ENTRY**  
 1/8" = 1'-0"



**REVISION HISTORY**

NO.	DESCRIPTION	DATE

**CLIENT:** WATZATA, MINNESOTA  
**PROJECT:** A NEW BUILDING FOR WATZATA, MINNESOTA  
**DATE:** 08/20/2018  
**SCALE:** 1/8" = 1'-0"

**ARCHITECT:** GRIES ARCHITECTURAL GROUP, INC.  
**PROJECT MANAGER:** JAMES M. GRIES  
**ARCHITECT:** JAMES M. GRIES  
**DATE:** 08/20/2018

**NOTES:**  
 1. SEE GENERAL NOTES FOR DETAILS OF INTERIOR FINISHES.  
 2. SEE GENERAL NOTES FOR DETAILS OF EXTERIOR FINISHES.  
 3. SEE GENERAL NOTES FOR DETAILS OF MECHANICAL SYSTEMS.  
 4. SEE GENERAL NOTES FOR DETAILS OF ELECTRICAL SYSTEMS.

**GENERAL NOTES:**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.  
 2. ALL MATERIALS AND FINISHES TO BE APPROVED BY ARCHITECT.  
 3. ALL WORK TO BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL CODES.  
 4. ALL WORK TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

**CONTRACTOR:** [Name]  
**DATE:** [Date]

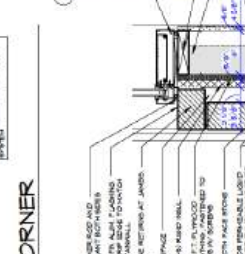
**PROJECT:** A NEW BUILDING FOR WATZATA, MINNESOTA  
**LOCATION:** [Address]  
**DATE:** [Date]

**SCALE:** 1/8" = 1'-0"  
**DATE:** [Date]

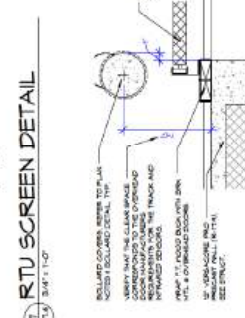
**PROJECT:** A NEW BUILDING FOR WATZATA, MINNESOTA  
**LOCATION:** [Address]  
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**SCALE:** 1/8" = 1'-0"  
**DATE:** [Date]

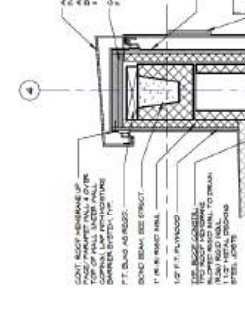
**RTU SCREEN DETAIL**  
 1/8" = 1'-0"



**PLAN DETAIL @ CORNER**  
 1/8" = 1'-0"



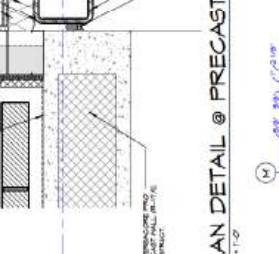
**TYP. OHD JAMB DETAIL**  
 1/8" = 1'-0"



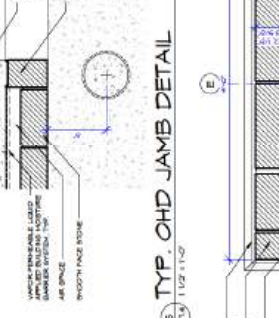
**PLAN DETAIL @ BUMPOUT**  
 1/8" = 1'-0"



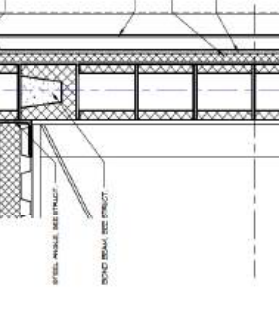
**HIGH/LOW ROOF @ CMU DETAIL**  
 1/8" = 1'-0"



**PLAN DETAIL @ PRECAST/STUD WALL**  
 1/8" = 1'-0"



**PLAN DETAIL @ STUD WALL/PRECAST**  
 1/8" = 1'-0"



**PLAN DETAIL @ STUD WALL/PRECAST**  
 1/8" = 1'-0"

**REVISION HISTORY**

NO.	DESCRIPTION	DATE

**CLIENT:** WATZATA, MINNESOTA  
**PROJECT:** A NEW BUILDING FOR WATZATA, MINNESOTA  
**DATE:** 08/20/2018  
**SCALE:** 1/8" = 1'-0"

**ARCHITECT:** GRIES ARCHITECTURAL GROUP, INC.  
**PROJECT MANAGER:** JAMES M. GRIES  
**ARCHITECT:** JAMES M. GRIES  
**DATE:** 08/20/2018

**NOTES:**  
 1. SEE GENERAL NOTES FOR DETAILS OF INTERIOR FINISHES.  
 2. SEE GENERAL NOTES FOR DETAILS OF EXTERIOR FINISHES.  
 3. SEE GENERAL NOTES FOR DETAILS OF MECHANICAL SYSTEMS.  
 4. SEE GENERAL NOTES FOR DETAILS OF ELECTRICAL SYSTEMS.

**GENERAL NOTES:**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.  
 2. ALL MATERIALS AND FINISHES TO BE APPROVED BY ARCHITECT.  
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**CONTRACTOR:** [Name]  
**DATE:** [Date]

**PROJECT:** A NEW BUILDING FOR WATZATA, MINNESOTA  
**LOCATION:** [Address]  
**DATE:** [Date]

**SCALE:** 1/8" = 1'-0"  
**DATE:** [Date]

**PROJECT:** A NEW BUILDING FOR WATZATA, MINNESOTA  
**LOCATION:** [Address]  
**DATE:** [Date]

**SCALE:** 1/8" = 1'-0"  
**DATE:** [Date]

**WATZATA, MINNESOTA**  
**A NEW BUILDING FOR:**  
**WATZATA, MINNESOTA**

**A-7.4**

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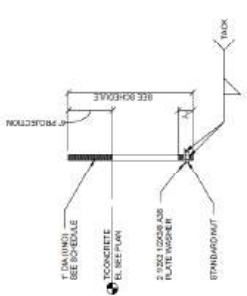




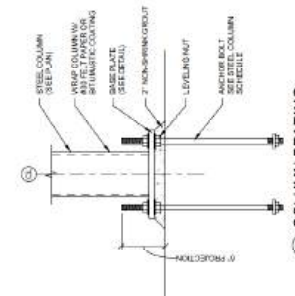




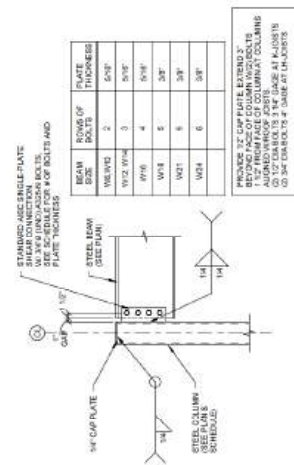




1. ANCHOR BOLT DETAIL  
8-1/2" 11/8" x 4-2"

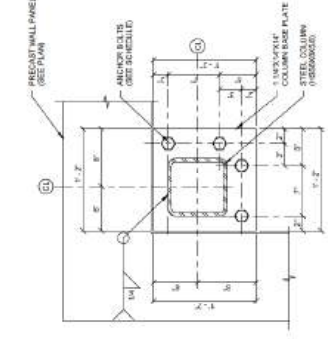


2. COLUMN BEARING  
8-1/2" 11/8" x 11-2"

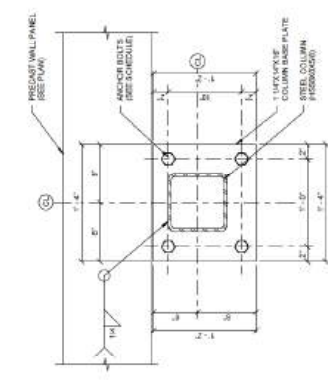


3. TYPICAL BEAM SHEAR CONNECTION  
8-1/2" 3/4\"/>

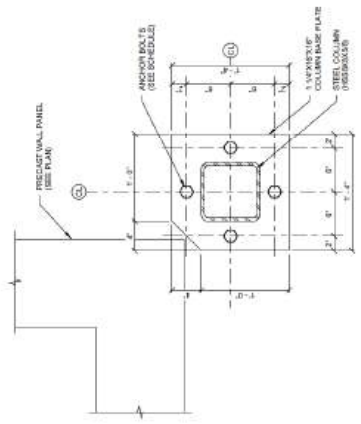
4. TYPICAL COLUMN ISOLATION JOINT - DIAMOND  
8-1/2" 11/8\"/>



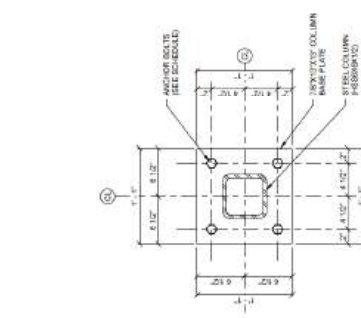
5. COLUMN BASE PLATE - DETAIL 1  
8-1/2" 11/8\"/>



6. COLUMN BASE PLATE - DETAIL 2  
8-1/2" 11/8\"/>



7. COLUMN BASE PLATE - DETAIL 3  
8-1/2" 11/8\"/>



8. COLUMN BASE PLATE - DETAIL 4  
8-1/2" 11/8\"/>

**STEEL BEARING PLATES**

MARK	AREA	L	N	T	HEAD/EXTENTS
BPI	35.25 SQ IN	7 1/2"	7 1/2"	15"	(2) 1/2" X 4"
BPI	42.50 SQ IN	7"	6"	15"	(2) 1/2" X 4"

**STEEL COLUMN SCHEDULE**

MARK	SIZE	W	T	ANCHOR BOLTS	DETAIL
BCT	HSS048X18	4 1/2"	1 1/2"	1/2" DIA	10-5-11 20-5-11
BCT	HSS048X12	4 1/2"	1 1/2"	3/8" DIA	10-5-11 20-5-11

**STEEL COLUMN SCHEDULE**

MARK	TYPE	COLLUMN	DEEP BEAM	DEEP BEAM	DEEP BEAM
L1	CM	8"	8"	8"	8"
L2	CM	8"	8"	8"	8"

**Gries Architectural Group Inc.**

1800 Main Street, Suite 200  
Wausau, WI 54980  
715.734.8967 Fax: 715.734.8980  
www.griesarch.com

**WATER LAMBORGHINI**

A NEW BUILDING FOR:  
WAZATA, MINNESOTA

**REVISION HISTORY**

NO.	DESCRIPTION	DATE

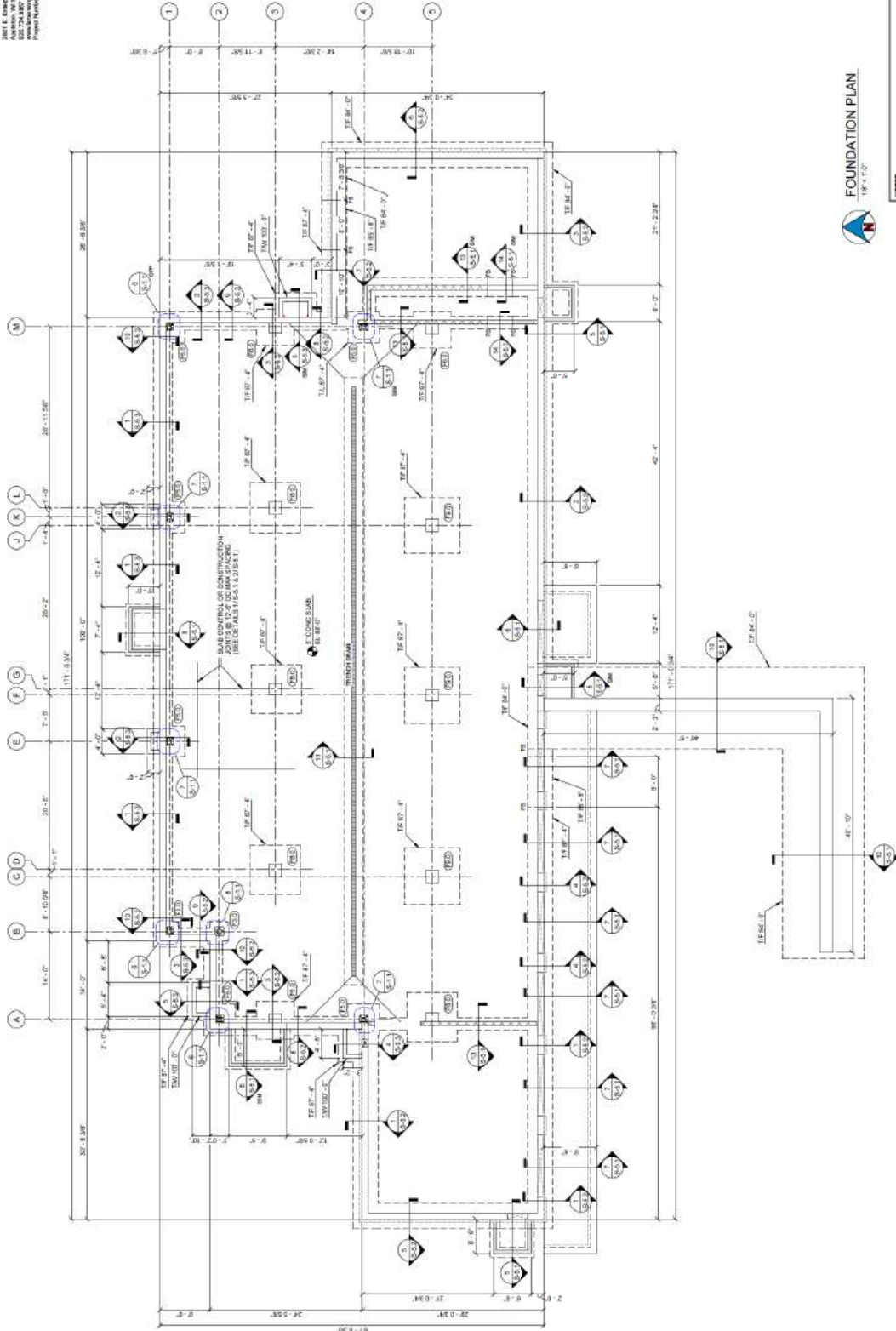
DATE: 10/20/2010  
JOB: 2418  
D. BY: BUCINA

**S-1.1**

NO.	DESCRIPTION	DATE

DATE: 03/20/2022  
 JOB: 22000301  
 DRAWN BY: BJS/MSA

**S-2.1**



**FOUNDATION PLAN**  
 1/8" = 1'-0"

- NOTES:**
- SEE SHEET S-1.1 & S-1.2 FOR GENERAL NOTES
  - SEE SHEET S-1.1 FOR SCHEDULES
  - TOP OF INTERIOR & EXTERIOR FINISH ELEVATION: SEE P-1.04
  - ALL DIMENSIONS UNLESS OTHERWISE NOTED
  - WITH FINICAST WALL PANELS WHERE APPLICABLE
  - FLOOR SLAB: 4" CONCRETE (BARS) WITH 3/8" W/S
  - (E.L. 88'-0")
  - INDICATES TOP OF FOUNDATION WALL ELEVATION IS BELOW FLOOR/SLAB FIN
  - DOES INDICATES ISOLATED FOOTING: SEE SCHEDULE

S-3.1

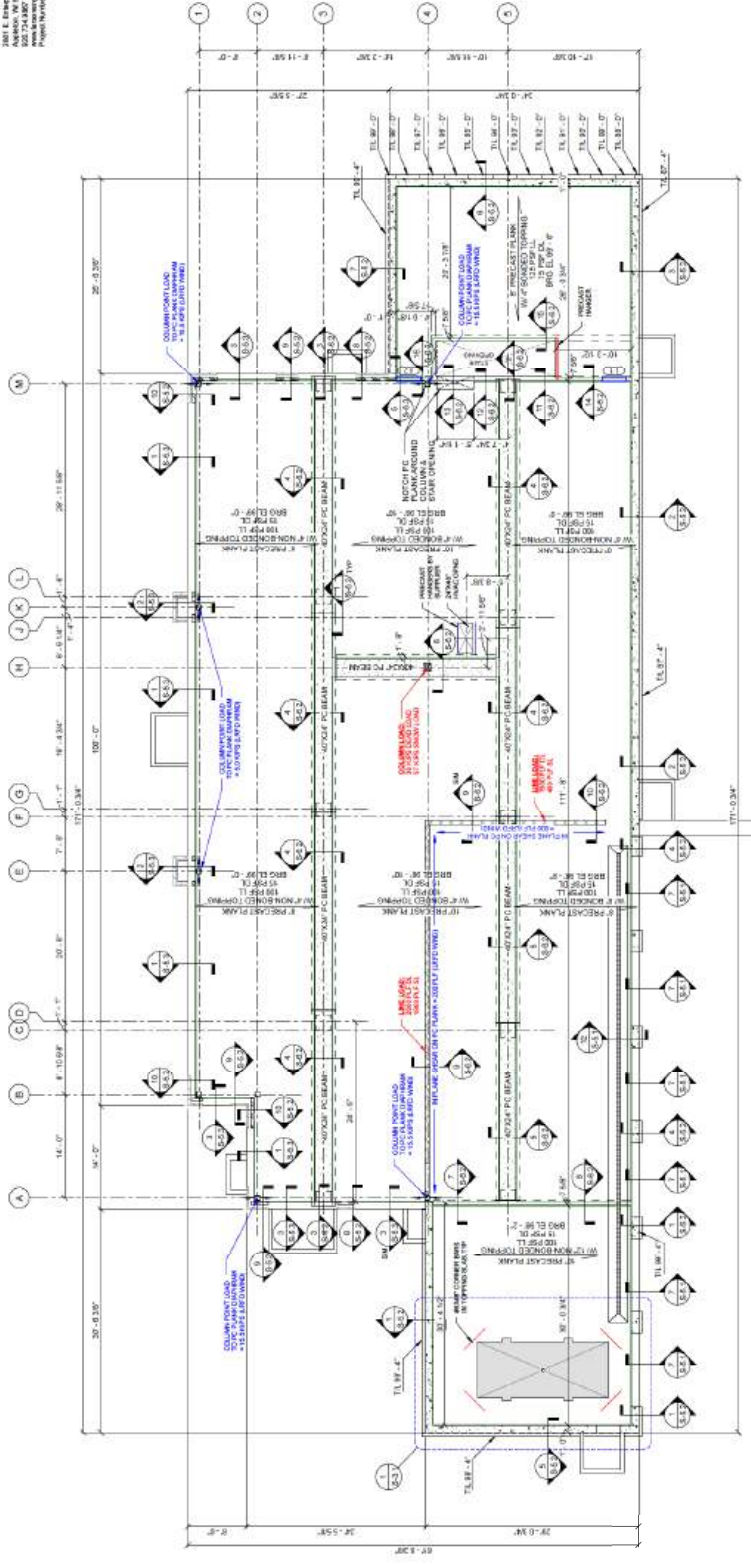
DATE: \_\_\_\_\_  
 JOB: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_

NO.	REVISION	DATE

WATER LAMBORGHINI  
 A NEW BUILDING FOR:  
 WAYZATA, MINNESOTA

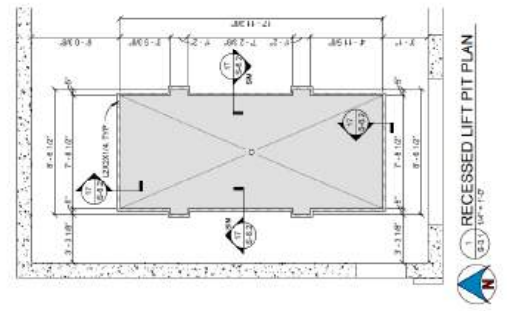
Gries Architectural Group Inc.  
 15000 Hennepin Avenue, Suite 100  
 Minneapolis, MN 55425  
 Phone: 612-722-1241  
 Fax: 612-722-1242  
 www.gries.com

Larson Engineering, Inc.  
 2200 Hennepin Avenue, Suite 200  
 Minneapolis, MN 55425  
 Phone: 612-722-1241  
 Fax: 612-722-1242  
 Project Number: 20000000



FIRST FLOOR FRAMING PLAN  
 10'-11 1/2"

- NOTES:**
- SEE SHEETS 100.5-100.6 FOR GENERAL NOTES.
  - SEE SHEETS 111.01-111.02 FOR SCHEDULES.
  - ⊖ INDICATES STEEL COLUMN - SEE SCHEDULE.
  - ⊕ INDICATES MASONRY WALL LIMITS - SEE SCHEDULE.
  - ⊙ INDICATES STEEL BEARING PLATE - SEE SCHEDULE.
  - SEE DETAILS A10-11 FOR TYPICAL STEEL BEAM TO COLUMN CONNECTION DETAIL.
  - PROVIDED FLOOR CHAIR LAGS DO NOT INCLUDE 90° WEIGHT OF PRECAST OR CONCRETE TOPPING.



RECESSED LIFT PIT PLAN  
 1/8" = 1'-0"

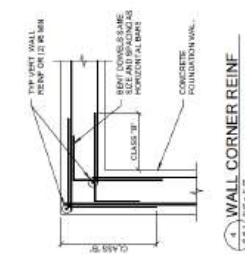


NO.	REVISION HISTORY	DATE

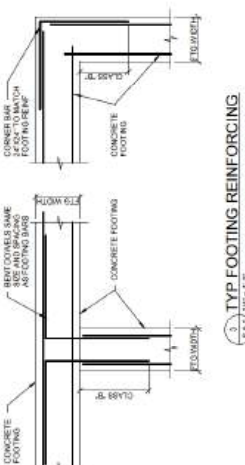
DATE: 03/20/2018  
 JOB: 18-001  
 DRAWN BY: JLS/MSJ

**S-5.1**

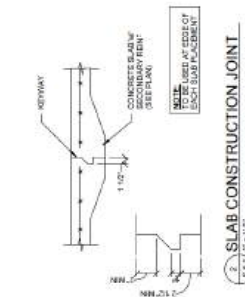
**Larson Engineering, Inc.**  
 12000 W. WISCONSIN AVE. SUITE 200  
 WATKINS, MINN. 55389  
 TEL: 763.837.2222 FAX: 763.837.2223  
 WWW.LARSONENGINEERING.COM



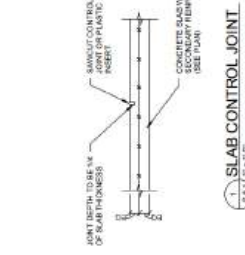
1. WALL CORNER REIN.  
 (S.1) 12' x 12'



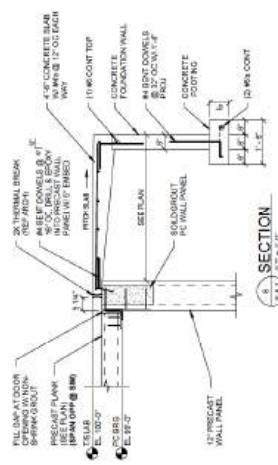
2. TYP. FOOTING REINFORCING  
 (S.1) 12' x 12'



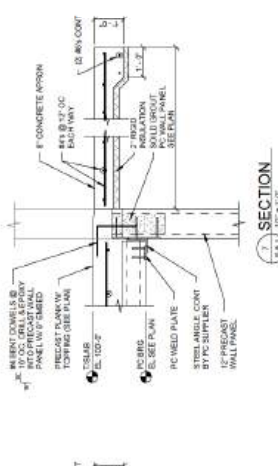
3. SLAB CONSTRUCTION JOINT  
 (S.1) 12' x 12'



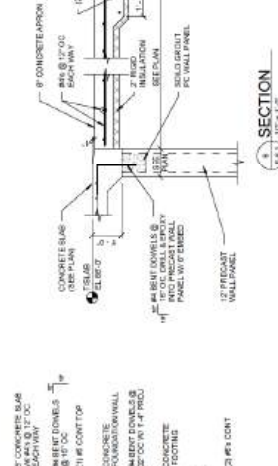
4. SLAB CONTROL JOINT  
 (S.1) 12' x 12'



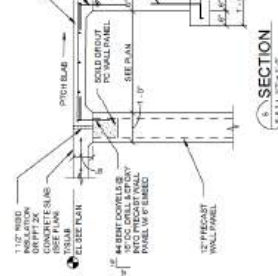
5. SECTION  
 (S.1) 12' x 12'



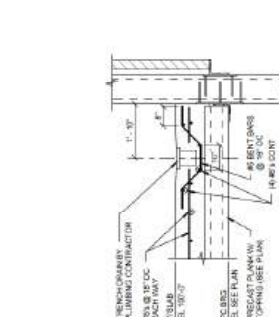
6. SECTION  
 (S.1) 12' x 12'



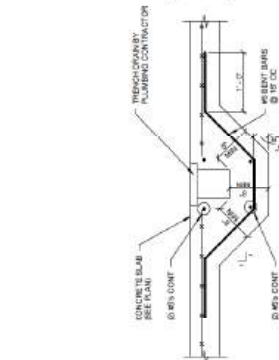
7. SECTION  
 (S.1) 12' x 12'



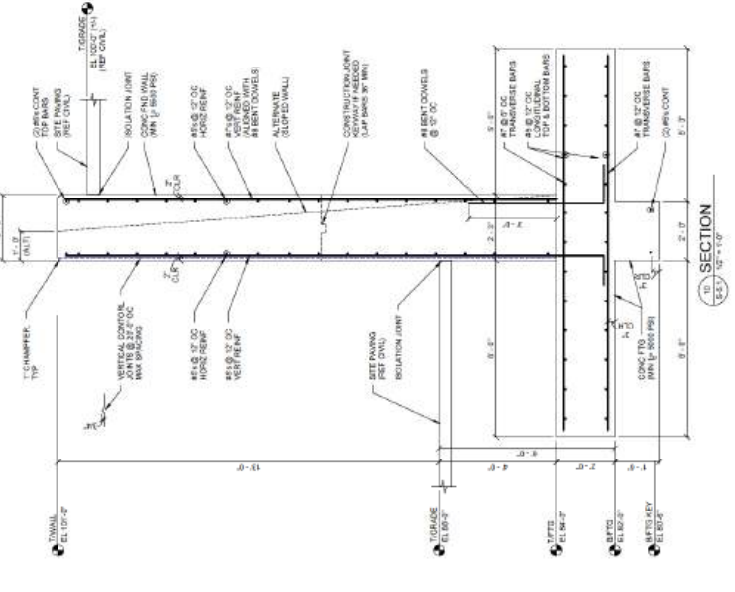
8. SECTION  
 (S.1) 12' x 12'



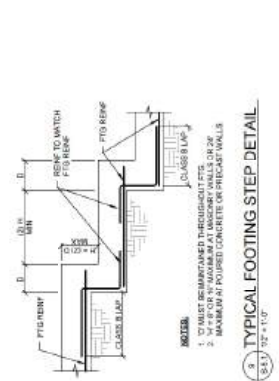
9. SECTION  
 (S.1) 12' x 12'



10. TRENCH DRAIN DETAIL  
 (S.1) 12' x 12'



11. SECTION  
 (S.1) 12' x 12'



12. TYPICAL FOOTING STEP DETAIL  
 (S.1) 12' x 12'

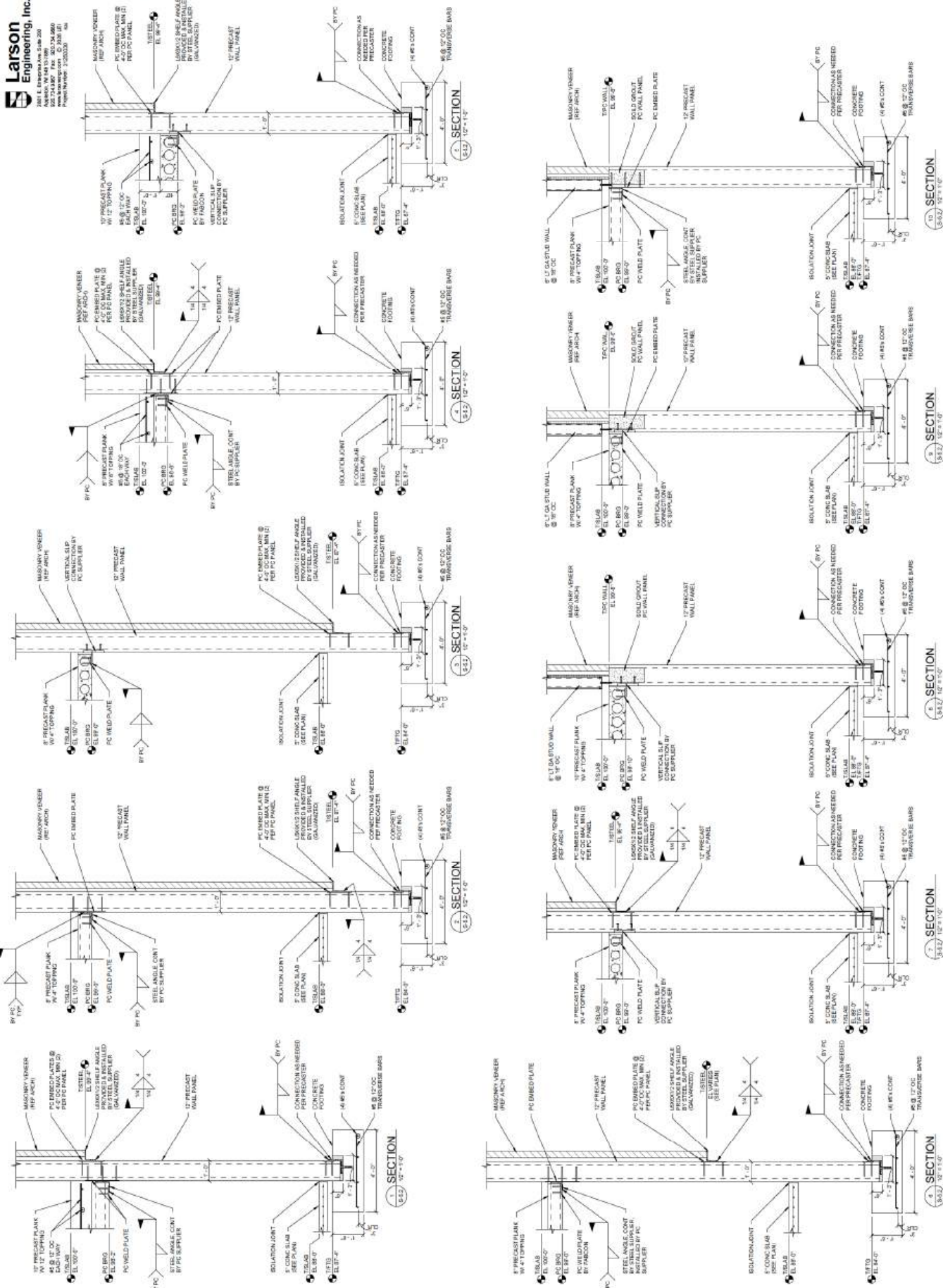
S-5.2

DATE	DESIGNED BY	JOB #	DATE
REVISION HISTORY			
NO.	DESCRIPTION	DATE	

A NEW BUILDING FOR:  
**WATER LAMBORGHINI**  
 WAYZATA, MINNESOTA

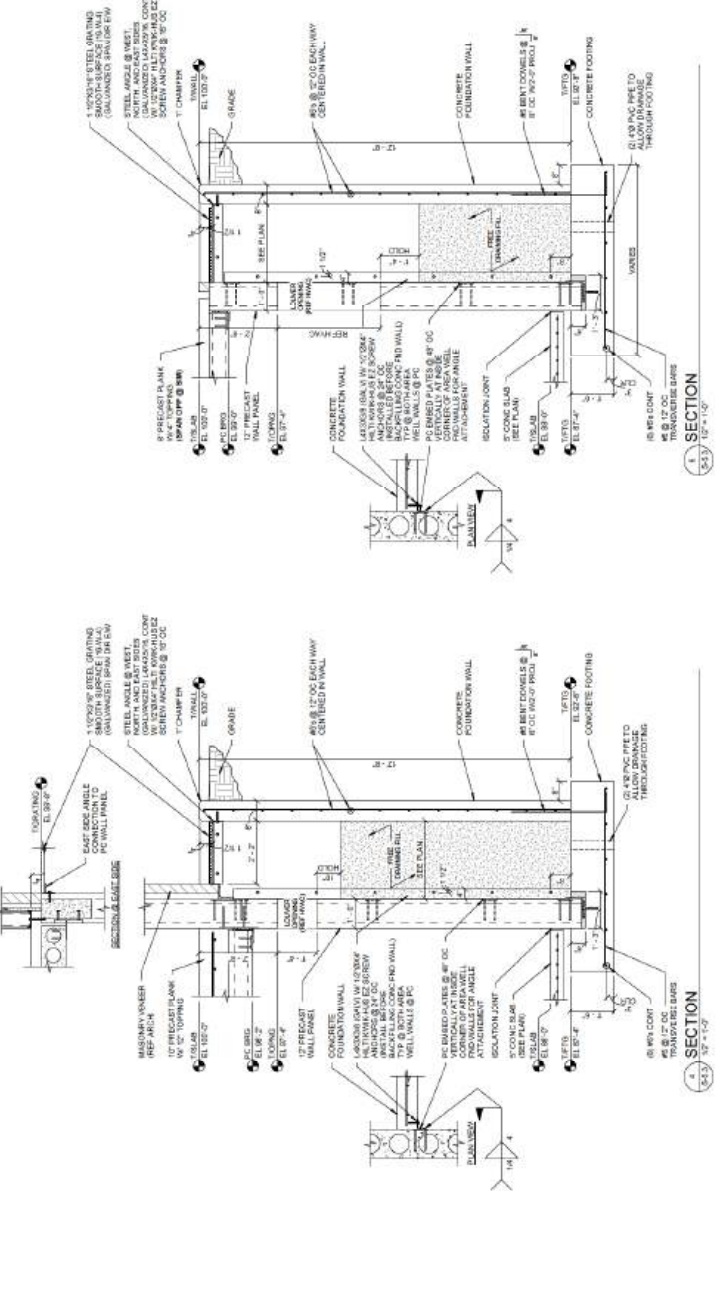
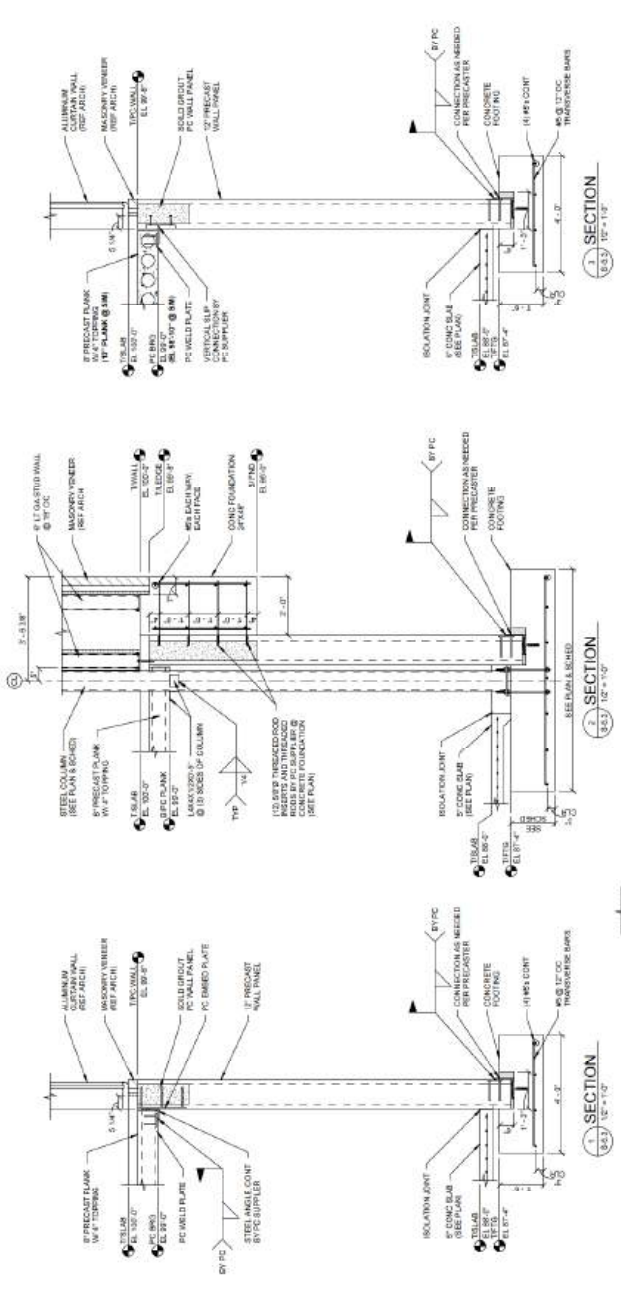
**Gries** Architectural Group Inc.  
 1500 Hennepin Avenue, Suite 200  
 Minneapolis, MN 55403  
 Phone: 612.338.1234  
 Fax: 612.338.1235  
 www.gries.com

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 www.larsoneng.com



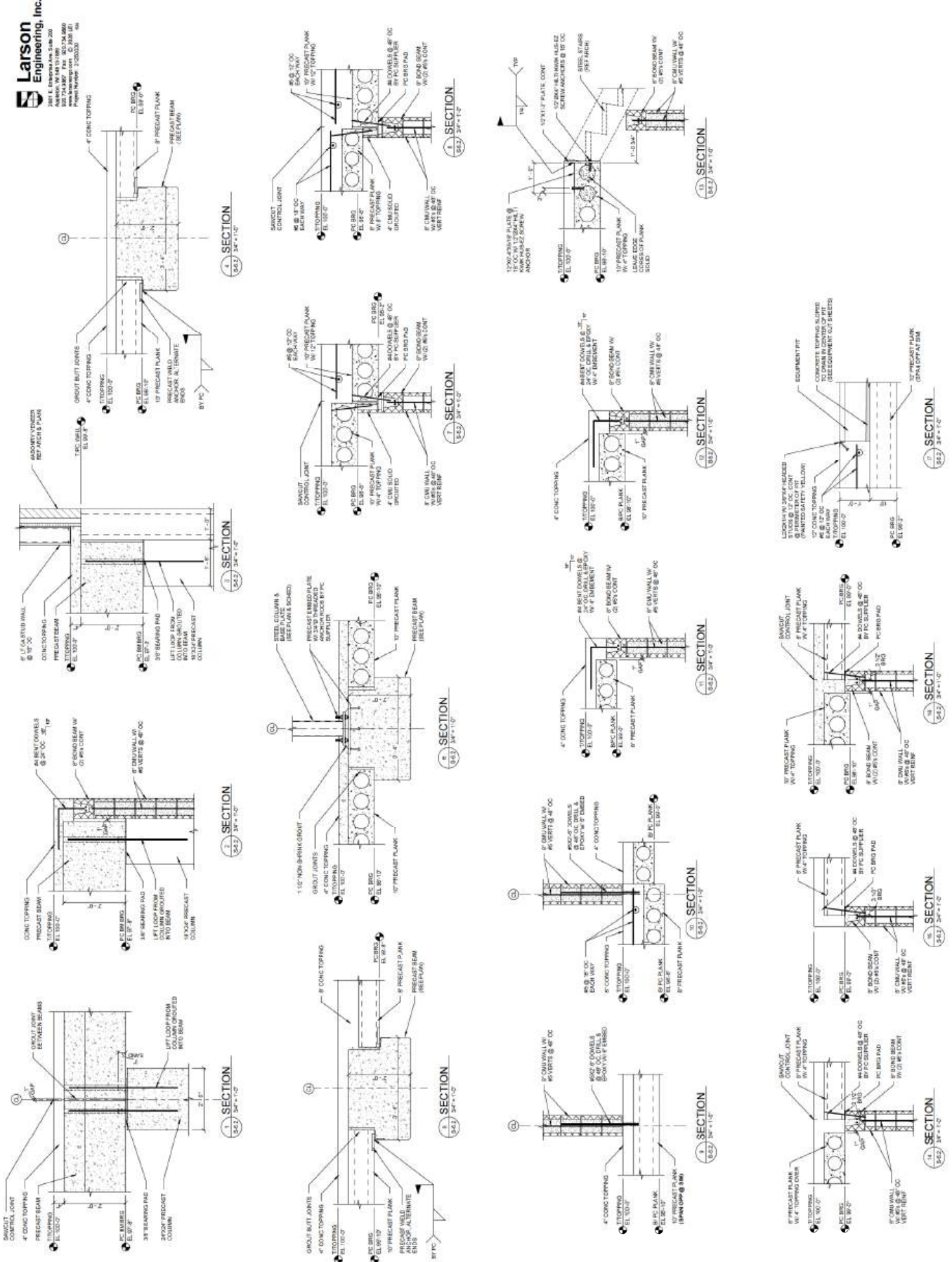
NO.	REVISION HISTORY	DATE

DATE: 08/20/2012  
 JOB: 2438  
 D. BY: SLS/BJC  
**S-5.3**

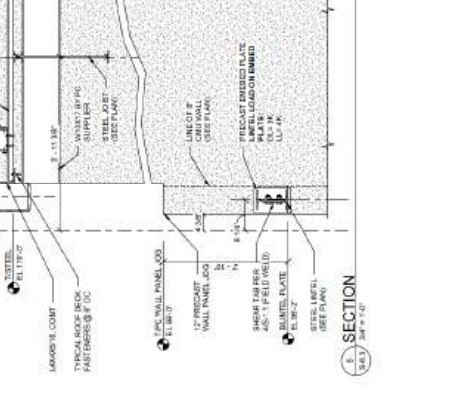
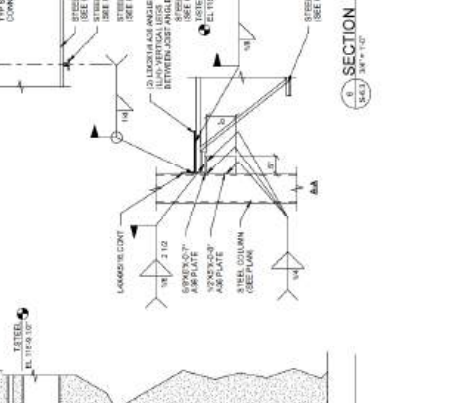
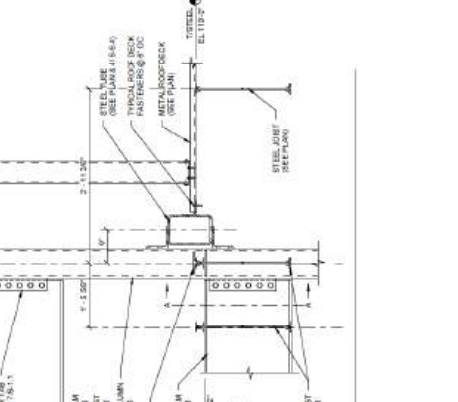
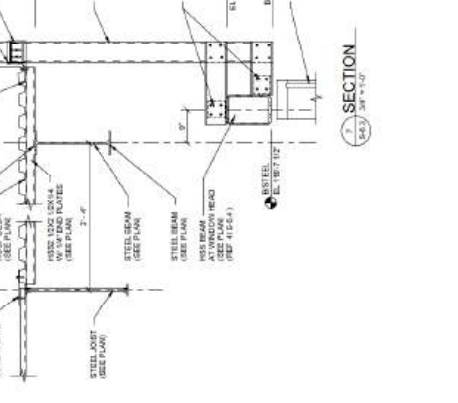
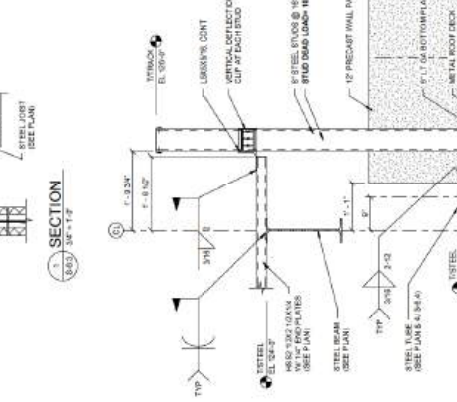
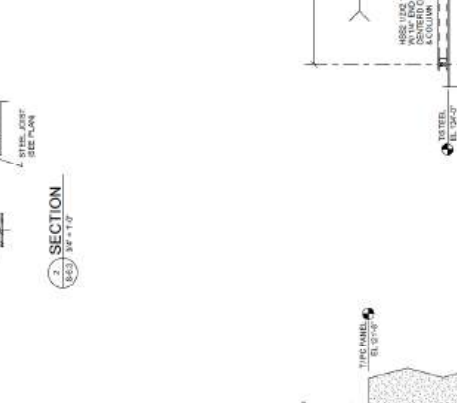
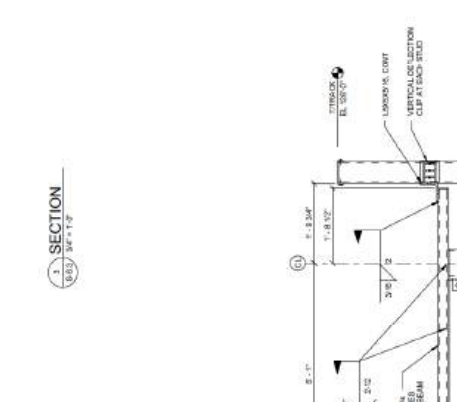
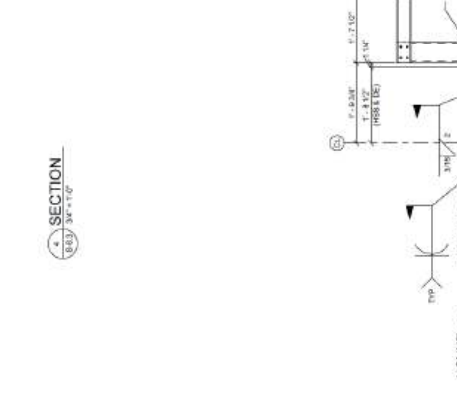
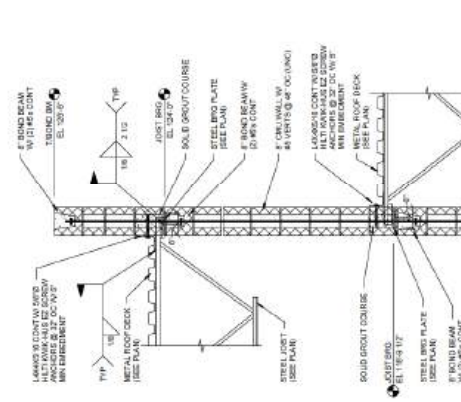
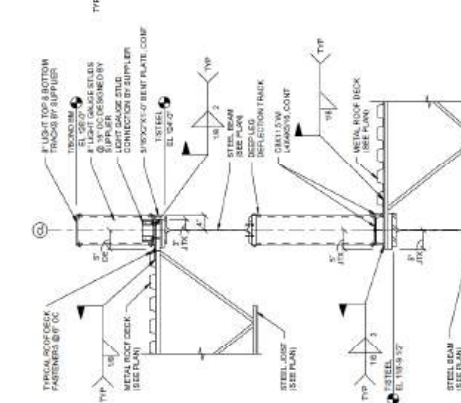
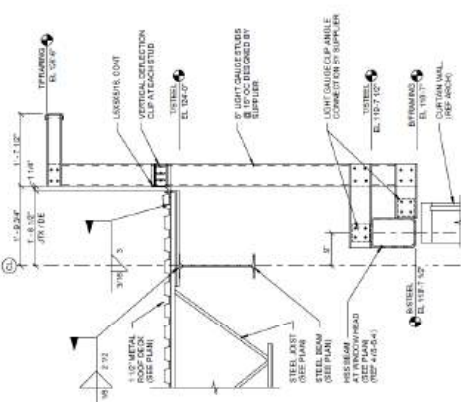
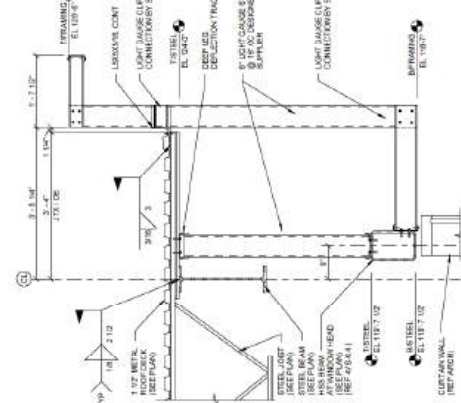




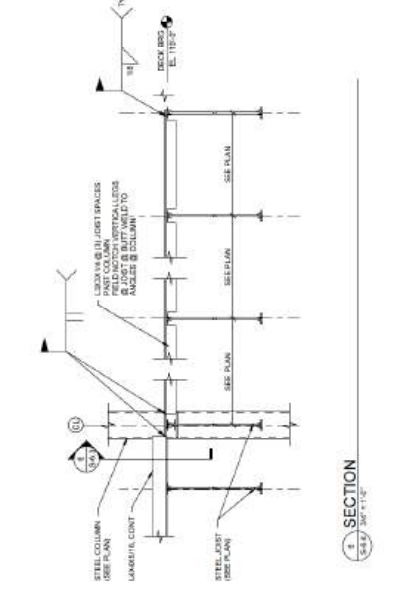
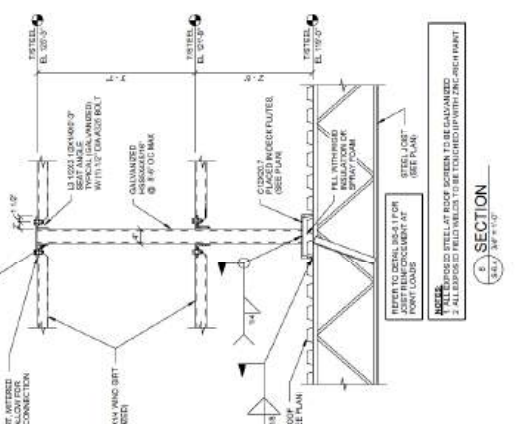
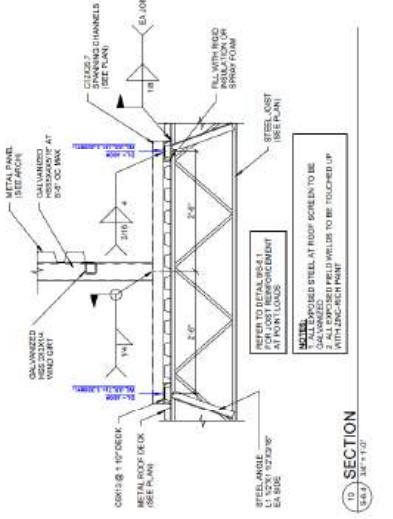
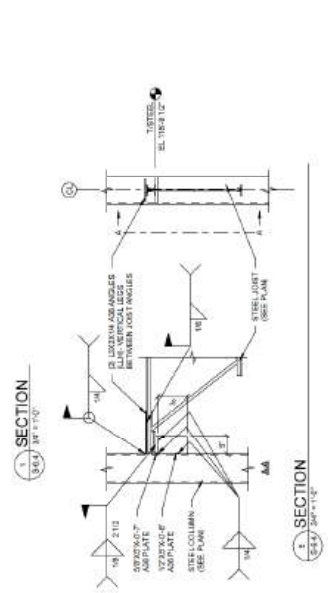
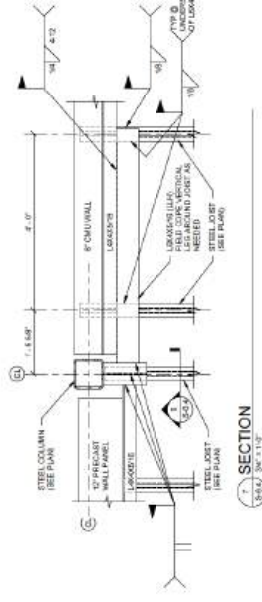
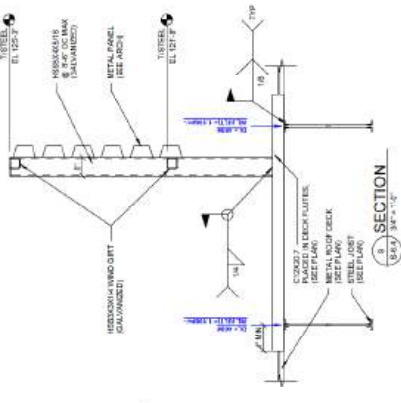
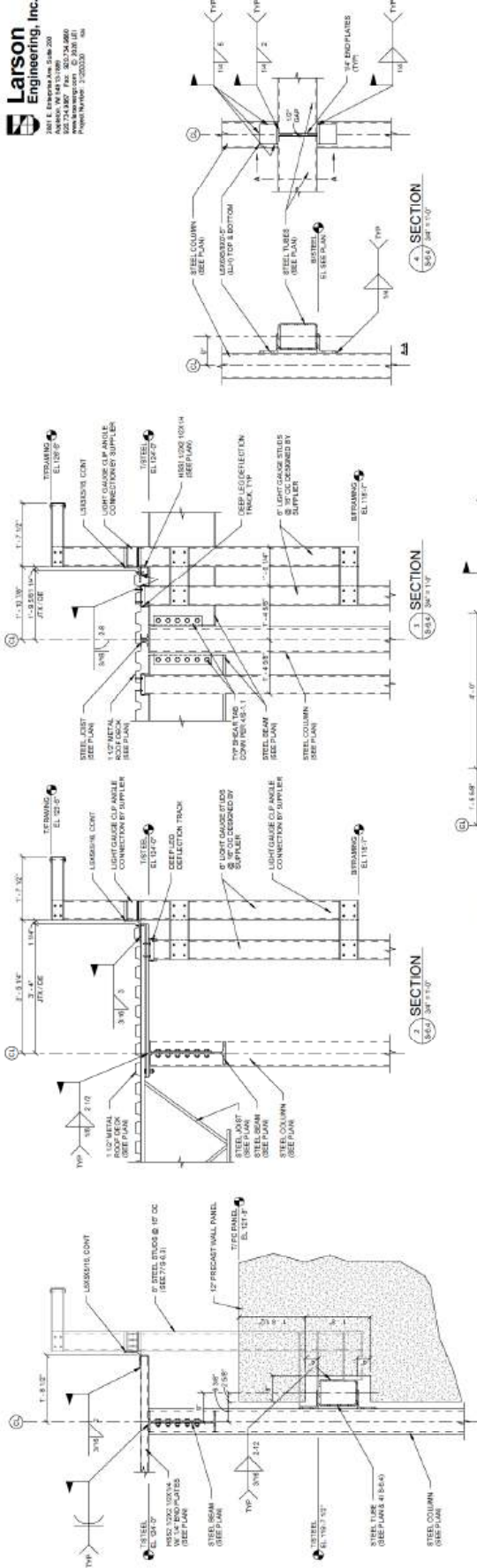
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NO.	DESCRIPTION



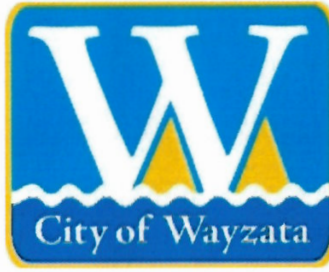
Larson Engineering, Inc.  
1500 Hennepin Avenue, Suite 1000  
Minneapolis, MN 55402  
Phone: 763.426.1234  
Fax: 763.426.1235  
www.larsoneng.com



REVISION HISTORY	
NO.	DESCRIPTION



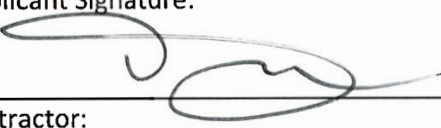
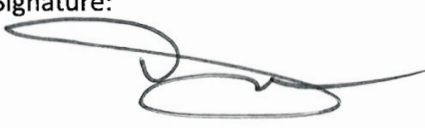
**NOTES:**  
 1. GALVANNEDED STEEL AT ROOF SCREEN TO BE GALVANNEDED.  
 2. ALL EXPOSED FIELD WELDS TO BE TOUCH UP WITH ZINC-PRIMER PAINT.

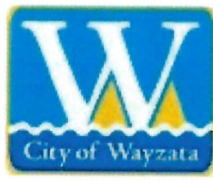


## City of Wayzata Construction Management Agreement

This agreement applies to all construction projects of wrecking, new build, or major remodeling of any structure in the City of Wayzata.

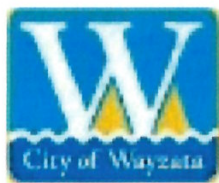
*The undersigned hereby acknowledges that they are responsible for complying with the conditions listed below. Failure to do so may result in fines and/or construction delays. **General contractors are responsible for any and all subcontractors.***

Project Address: 1042 Wayzata Blvd E.	Proposed Start Date: July 13, 2026	Proposed Completion Date:  May 2027
Applicant Name:  SourceGroup		
Applicant Address:  2399 W. Wayzata Blvd. #100 Long Lake, MN 55356		
Applicant Phone Number: 612-877-0168	Applicant Email: dlink@sourcegroupllc.com	
Applicant Signature: 		Date: 4/7/20
Contractor: SourceGroup	Contractor Contact Name: Dave Link	
Contractor Address: 2399 W. Wayzata Blvd. #100 Long Lake, MN 55356		
Contractor Phone Number: 612-877-0168	Contractor Email: dlink@sourcegroupllc.com	
Contractor Signature: 		Date: 4/7/20
Office Use Only	Permit#	Date Issued: 1



**This agreement must be attached to approved site plans and be present on-site at all times during active construction. Failure to post and follow agreement may result in fines/fees and/or immediate stop work orders.**

1. **Hours of Operation:** The erection, demolition, alteration or repair of any building and any other construction activity including but not limited to highway construction, piling, grading and excavation other than between the hours of 7 a.m. and 6 p.m. is prohibited, except in case of urgent necessity in the interest of public health and safety, in which case the City Manager may grant a permit for such work for a period of not to exceed 3 days. (Wayzata City Code 708.03)
2. **Noise Reduction:** The Contractor shall implement reasonable measures to mitigate nuisance noise by limiting use of noise generating equipment, vehicles, and avoid using such equipment in immediate proximity to an adjacent residential use to the extent reasonable. Construction shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulations NCP 7010, as amended.
3. **Approved Plans:** An approved/stamped set of building (construction) plans shall be present and available on site as required by Minnesota State Building Code (MSBC1300.0130)
4. **Contact Information:** Prior to commencement of work at construction site, a sign must be installed identifying the developer and main contractor, company name, contact name with accessible phone number and an email address for each person identified, and the address of the project. All information posted must remain current and the sign must be posted, without obstruction in the front yard visible from the street of the project until final inspection has been completed.
5. **Dumpsters and Street Use:** Minnesota State law requires a five foot (5') parking setback from driveways and a thirty foot (30') setback from intersections. When possible dumpsters shall be located completely on the project site.
6. **Debris/Dumpster Maintenance:** Area around the dumpster shall be neat and orderly. Dumpsters must be covered during all non-work hours.
7. **Building Materials:** Construction equipment and materials shall be stored and placed so as not to endanger the public, the workers or adjoining property for the duration of the construction project. (MSBC 3301.2)
8. **Work Crew Parking:** Contractor/employee parking shall comply with all applicable parking regulations, including but not limited to compliance with no parking zones or other on-street parking restrictions as well as snow emergencies and winter parking restrictions. Parking shall be limited to one side of the street.
9. **Site and Surrounding Maintenance:** The site must be maintained in a neat and orderly condition. Prior to leaving the construction site at the end of each day, the permit holder must remove empty cans, paper, plastic and other material that is not needed for construction from the site or deposit them in a dumpster. The permit holder must keep streets, sidewalks, boulevard areas and adjacent properties clean from waste, materials or refuse resulting from operations on the site. No material may be deposited or stockpiled on the public streets, boulevards, sidewalks or adjacent property.



10. **Dust Control:** Contractor shall be responsible for all dust control. (Wayzata City Code 916.08) The emission of dust, fly ash or other particulated matter by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

11. **Erosion & Sediment Control:** The Contractor shall conduct all activity in a manner designed to minimize surface runoff, erosion and sedimentation. Proper erosion and sediment control measures shall be provided to prevent soils from being deposited on adjacent properties, rights-of-way, public storm drainage systems or wetlands.

12. **Drive Entrance:** All construction entrances and exits shall consist of an all-weather, large aggregate material, such as gravel or rock, capable of minimizing the tracking of dirt from the permit site.

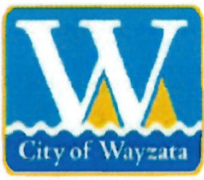
13. **Tree Protection:** Installation of snow fencing, silt fence, or polyethylene laminate safety netting shall be placed at the Critical Root Zone of Significant and Heritage Trees to be preserved on or adjacent to the property being developed. (Wayzata City Code 906.07)

14. **Portable Restroom Placement:** Portable restrooms shall not be located within the applicable front yard setback of a worksite. When possible portable toilets should not be visible from the view of adjacent properties. No portable toilets shall be placed on City Right-of-Way. The building permit holder is responsible for the security and maintenance of all portable toilets on site.

15. **Damage to Public Property:** The permit holder must repair any damage to public property streets and sidewalks. If damage occurs to the foregoing, the contractor assumes all responsibility for repairs to be made in a time as determined by the Building Official.

16. **Protection of Adjoining Property:** Adjoining properties shall be protected from damage during any construction work on the permit site. Excavations for any purpose shall not remove lateral support from any footing or foundation without first protecting the footing of foundation against settlement or lateral translation. Any damage made to adjoining properties must be repaired, this includes but is not limited to damage done to fences, landscaping or driveways.

17. **Stop Work Order:** If the building official or designee finds any work regulated by the code being performed in a manner contrary to the provisions of the code or in a dangerous or unsafe manner, the building official may issue a stop work order. The stop work order shall be in writing and issued to the owner of the property involved, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. (MSBC 1300.0170)



# Obstruction / Encroachment Permit Application

# 2026

Please apply for this permit online at: <https://www.wayzata.org/172/Permits-Licensing>

952-404-5363 • [www.wayzata.org](http://www.wayzata.org)  
299 Wayzata Blvd. W, Wayzata MN 55391

REV: 01/26

### APPLICANT INFORMATION

Application for: <input type="checkbox"/> OBSTRUCTION PERMIT		<input type="checkbox"/> ENCROACHMENT PERMIT	
PROPOSED START DATE <b>July 13, 2026</b>	PROPOSED COMPLETION DATE <b>May, 2027</b>		
APPLICANT'S NAME <b>Dave Link</b>	PHONE NUMBER <b>612-877-0168</b>	STATE LICENSE # <b>NA</b>	
COMPANY NAME <b>SourceGroup</b>	EMAIL <b>dlink@sourcegroupllc.com</b>		
COMPANY ADDRESS <b>2399 W. Wayzata Blvd. #100</b>	CITY <b>Long Lake</b>	STATE <b>MN</b>	ZIP <b>55356</b>
24 HOUR EMERGENCY CONTACT NAME <b>Dave Link</b>	24 HOUR EMERGENCY CONTACT PHONE NUMBER <b>612-877-0168</b>		

### I WOULD LIKE MY APPROVED PERMIT...

Emailed: \_\_\_\_\_ Please **PRINT** legibly

Mailed or  Will Pick Up In Person

### STREET ADDRESS AND DESCRIPTION OF OBSTRUCTION / ENCROACHMENT

STREET ADDRESS OF THE OBSTRUCTION / ENCROACHMENT  
**1042 Wayzata Blvd. E**

DESCRIPTION  
**Closure of pedestrian Sidewalk along Wayzata Blvd.**

### OBSTRUCTION / ENCROACHMENT DETAILS

OBSTRUCTIONS	ENCROACHMENTS
<p>Areas Impacted:</p> <p><input type="checkbox"/> Traveled Roadway    <input type="checkbox"/> Driveway</p> <p><input type="checkbox"/> Shoulder    <input checked="" type="checkbox"/> Sidewalk /Trail</p> <p><input type="checkbox"/> Boulevard    <input type="checkbox"/> Other _____</p> <p>Is a road closure or detour required for this work?</p> <p><input type="checkbox"/> YES    <input type="checkbox"/> NO</p> <p>NOTE: A Traffic Control Plan MUST be submitted for any work requiring closures or detours.</p>	<p><input type="checkbox"/> Awnings (Size: _____)    <input type="checkbox"/> Structures</p> <p><input type="checkbox"/> Private Improvements    <input type="checkbox"/> Wall / Retaining Wall</p> <p><input type="checkbox"/> Landscape Features    <input checked="" type="checkbox"/> Fence</p> <p><input type="checkbox"/> Driveway / Walkway    <input type="checkbox"/> Steps / Staircase</p> <p><input type="checkbox"/> Irrigation System    <input type="checkbox"/> Monument / Sign</p> <p><input type="checkbox"/> Pet Containment System    <input type="checkbox"/> Other _____</p> <p>NOTE: For encroachments, a Drawing MUST be submitted with this application. A formal agreement document is required.</p>

### Applicant: Please read and sign below

The Permittee agrees to defend, indemnify and hold harmless the City, its officials, officers and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the Permittee, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable, arising out of the work to be done under this Permit, and against all loss by reason of the failure of the Permittee to perform fully, in any respect, all obligations under this Permit. Permittee herewith accepts the terms and conditions of the regulations as set forth by the City and agrees to fully comply therewith to the satisfaction of the City of Wayzata.

APPLICANT'S SIGNATURE 	DATE SIGNED <b>4/7/26</b>
---------------------------	------------------------------

*By electronically signing (or typing) your name, you acknowledge that all information provided is true and*

### OFFICE USE ONLY

### OFFICE USE ONLY

INSPECTION RECORD	APPLICATION REVIEW	DATE RCVD:	FEES:
INSPECTED BY: _____	Traffic Control Plan <input type="checkbox"/> YES <input type="checkbox"/> NO	PERMIT #:	PERMIT FEE: _____
DATE: _____	Other Drawings <input type="checkbox"/> YES <input type="checkbox"/> NO	PROCESSED BY:	DEPOSIT FEE: _____
Comments: _____	REVIEWED BY: _____	PERMIT SENT VIA:	ESCROW FEE: _____
_____	DATE: _____	DATE:	OTHER: _____
_____	Comments: _____	RECEIPT #:	TOTAL FEE: _____
		<input type="checkbox"/> CC <input type="checkbox"/> CK	

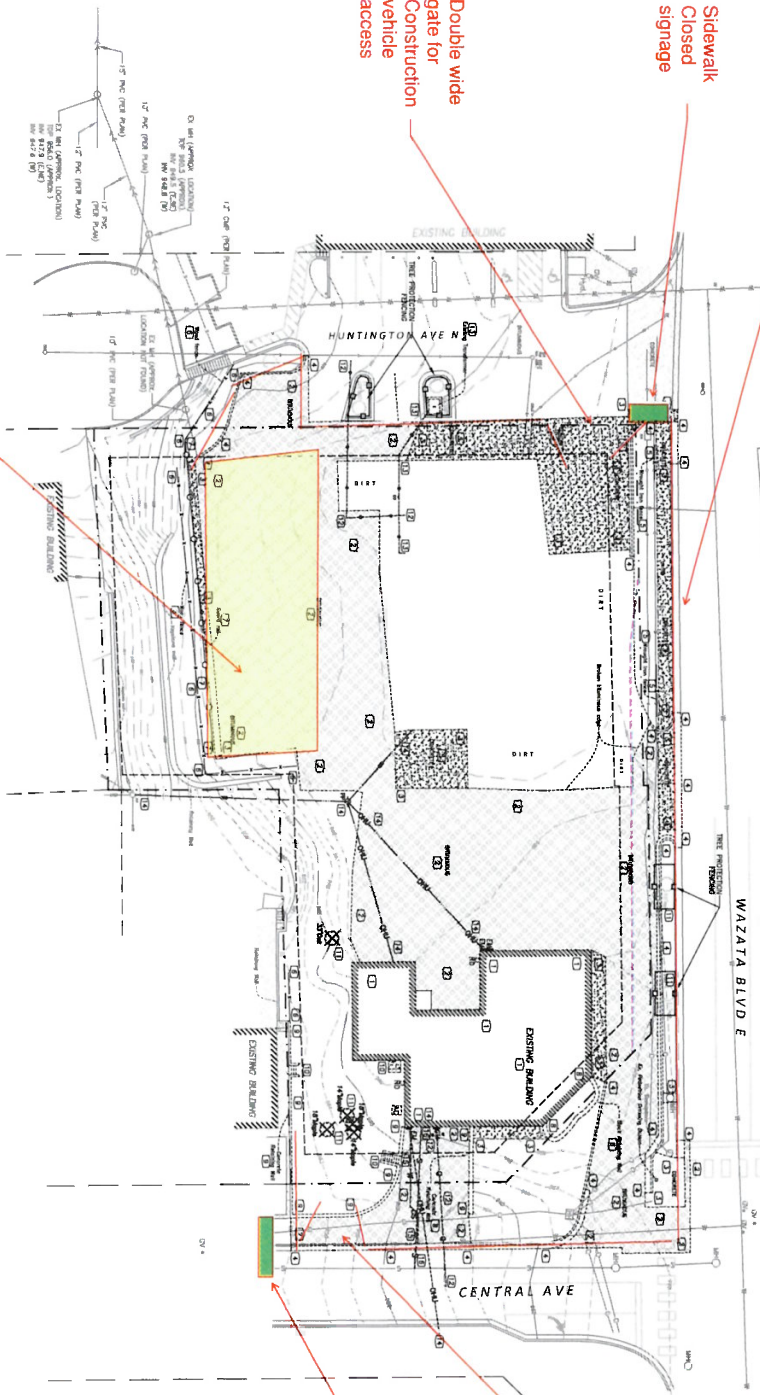
6ft Construction & Security Fencing with screening

Sidewalk Closed signage

Double wide gate for Construction vehicle access

Double wide gate for Construction vehicle access

Sidewalk Closed Signage



Noting from former information of the location of the center of the building, the location of the building has not been verified as to its accuracy or completeness by member of Minnesota, Inc.

Construction Trailer, temp toilets and Subcontractor Parking. Additional subcontractor parking will be leased from Colonial Square.

NOTE: CONTRACTOR TO COORDINATE REMOVAL/ABANDONMENT AND RELOCATION OF EXISTING POWER POLES, OVERHEAD ELECTRIC LINES, BURIED ELECTRIC LINES, BURIED COMMUNICATION LINES AND BURIED GAS LINES WITH THE APPROPRIATE UTILITY COMPANY AND THE CITY.

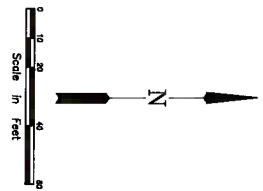
NOTE: SEE ARCHITECTURAL FOR DEMOLITION OF EXISTING BUILDING

NOTE: CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WAYZATA AND HENNEPIN COUNTY.

- DEMOLITION NOTES**
- (1) - Remove building & foundation per City & State requirements
  - (2) - Remove blight/abandonment
  - (3) - Remove concrete pavement
  - (4) - Remove concrete curb & gutter
  - (5) - Remove concrete base
  - (6) - Remove seed & trees
  - (7) - Remove guardrail
  - (8) - Remove modular lock retaining wall
  - (9) - Remove concrete retaining wall
  - (10) - Remove concrete steps
  - (11) - Remove trees
  - (12) - Coordinate abandonment or removal of existing gas service
  - (13) - Coordinate abandonment or removal of existing electrical service & transformer with appropriate utility company
  - (14) - Coordinate removal of existing power pole & overhead
  - (15) - Remove/abandon existing water service per City Standards.
  - (16) - Remove/abandon existing sanitary service per City Standards.

**LEGEND**

- EXISTING REMAINS TO BE REMOVED
- ▨ EXISTING CONCRETE TO BE REMOVED
- ▤ BOUNDARY/ROW/BLOCK LINE
- ▥ EXISTENT
- ▧ BUILDING/PHONE SERVICE LINE
- ▩ EXISTING INTERSEAM
- EXISTING SANITARY SERVICE
- EXISTING STORM SEWER
- ▬ EXISTING SHARED GAS LINE
- ▭ EXISTING SHARED ELECTRIC LINE
- ▮ EXISTING SHARED COMMUNICATION LINE
- ▯ EXISTING CONTOUR
- ▰ EXISTING ELEVATION
- ▱ EXISTING TREE
- ⊗ EXISTING TREE TO BE REMOVED



**GOPHER STATE ONE CALL**  
 CALL 48 HOURS BEFORE YOU DIG  
 1-800-487-4874  
 MN TOLL FREE 1-800-252-1188

**SITE DEMOLITION PLAN**  
**WALSER LAMBORGHINI**  
**CITY OF WAYZATA**

**Issued**

CITY SUBMITTED	12-22-20
ADDRESS CITY COMMISSION	1-13-21
APPROVED BY	1-13-21
ISSUED AND PERMIT	3-20-21

I hereby certify that this plan 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.

*Michael P. Adam* Date 3-20-21  
 Name: Michael P. Adam Reg. No. 52858

**REHDER & ASSOCIATES, INC.**  
 3445 Federal Drive, Suite 110  
 Eden Prairie, MN 55344  
 Telephone 952-442-1041  
 www.rehder.com

PROJECT NO: 241-3440.015 DRAWING FILE: 3440015.DWG

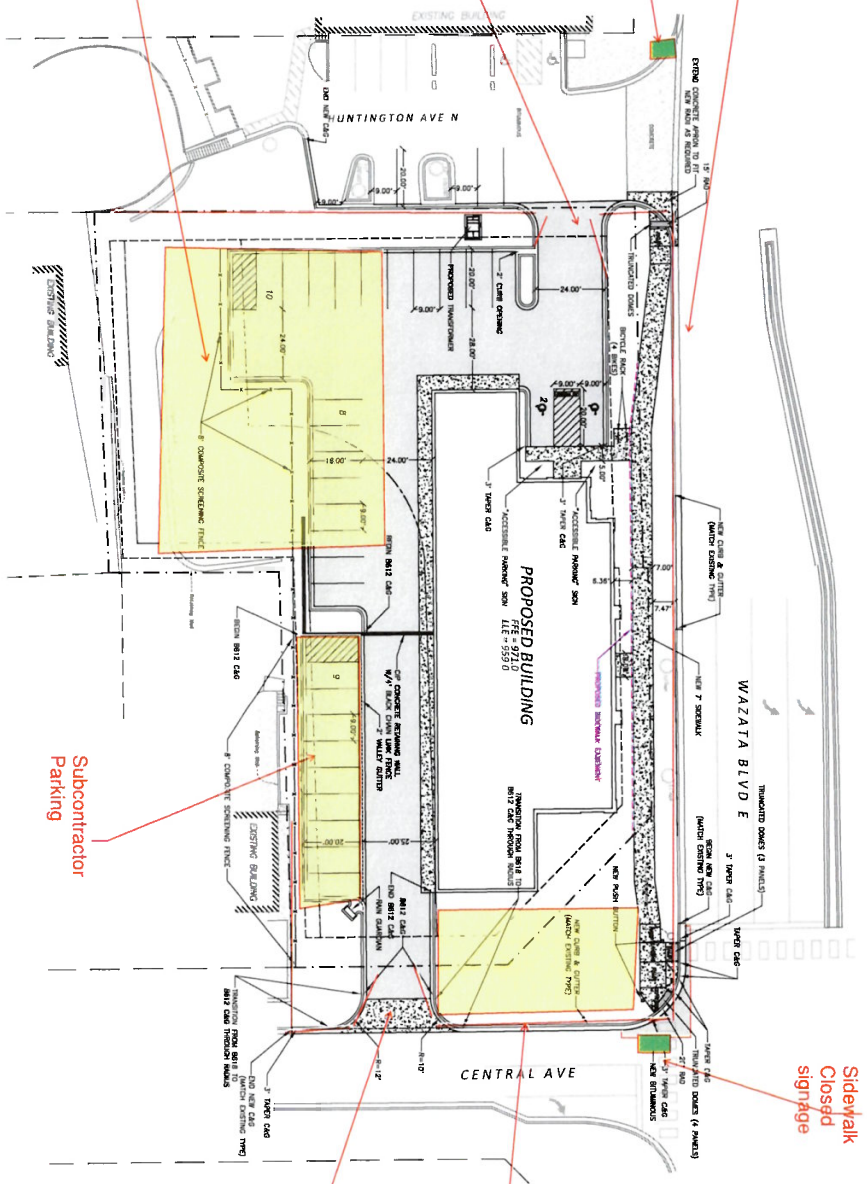
SHEET NUMBER  
**C1**

6ft Construction & Security Fence with screening

Sidewalk Closed signage

Doublewide gate for Construction vehicle access

Construction trailer, temp toilet and subcontractor parking. Additional subcontractor parking will be leased at Colonial Square



Sidewalk Closed signage

Temp. Material staging

Double wide gate for Construction vehicle access

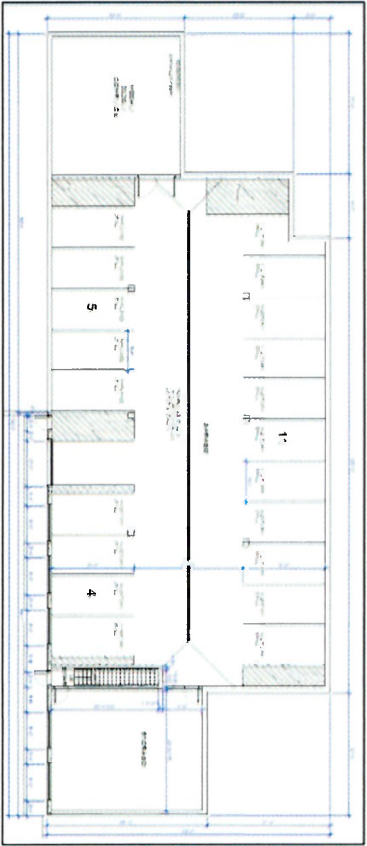
**CODE COMPLIANCE**

- WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAW, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
- NOTIFY THE OWNER'S ENGINEER OF RESPONDENCES BETWEEN THE WORK AND APPLICABLE CODES DO NOT WORK IN AN AFFETED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
- REPORT CODES IN EFFECT AT THE TIME OF THE NOTICE TO THE OWNER'S ENGINEER IMMEDIATELY TO THE OWNER'S ENGINEER.

**GOBHER STATE ONE CALL**

CALL 48 HOURS BEFORE YOU DIG  
 WWW.ONECALL811.COM  
 MN: 612-340-0022  
 IA: 515-281-1188

**NOTE:** CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND COORDINATION OF WORK WITH THE MN DOT WITH WASHINGTON COUNTY AND THE CITY OF WAZATA.



**PARKING STALLS REQUIRED**

WORKER STALLS = 4,250 S.F. @ 1 STALL/400 S.F. = 11

TRUCK STALLS = 2,500 S.F. @ 1 STALL/500 S.F. = 5

TRUCK STALLS = 2,500 S.F. @ 1 STALL/500 S.F. = 5

TOTAL = 21

**PARKING STALLS PROVIDED**

STANDARD STALLS WITH BUILDING = 27

STANDARD STALLS WITH BUILDING = 18

STANDARD STALLS WITH BUILDING = 15

STANDARD STALLS WITH BUILDING = 15

TOTAL = 55

(4 TOTAL INCLUDING MAINTENANCE)

**SITE SUMMARY**

SITE AREA = 0.88 ACRES

LOT AREA = 0.88 ACRES

PERMITTED USE = C-3 SERVICE DISTRICT

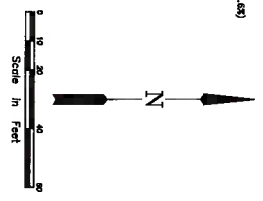
EXISTING USE = C-3 SERVICE DISTRICT

EXISTING WORKS/AREA = 0.88 ACRES (77,243)

PROPOSED CONSTRUCTION IMPROVEMENTS AREA = 0.29 ACRES (24,837)

**LEGEND**

- BOUNDARY/NEW/BLOCK LINE
- EXISTENT
- BUILDING/PAVING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED STA. DOTT BROWNIANS



C2

C2

SITE DIMENSION PLAN  
 WALSER LAMBORGHINI  
 CITY OF WAZATA

**Issued**

CITY SUBMITTAL	12-22-25
ADDRESS CITY COMMENTS	1-11-26
ADDRESS CITY COMMENTS	4-28
ISSUING AND PERMIT	3-20-26

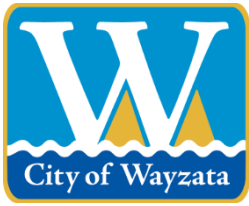
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Nicholas P. Adam* Date 3-20-26  
 Name: Nicholas P. Adam Reg. No. 53858A

**REHDER & ASSOCIATES, INC.**  
 Civil Engineers & Land Surveyors

1640 Federal Drive, Suite 113  
 56461 MN 55127  
 Telephone 612-452-0051  
 www.rehder.com

PROJECT NO.: 241-3440.015 DRAWING FILE: 344015.DWG



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 9.a
<b>TITLE:</b> Consider Approval of First Reading of Ordinances 857 and 858 amending Chapter 805 Subdivision - Park Dedication and the Fee Schedule	
<b>PROPOSED MOTION:</b> Consider Approval of First Reading of Ordinances 857 and 858 Amending Chapter 805 Subdivisions - Park Dedication and the Fee Schedule	
<b>PREPARED BY:</b> Alex Sharpe, Community Development Director	
<b>REVIEWED BY:</b> Aurora Yager, City Manager	

**ACTION REQUESTED:**

Staff recommends approval of the first reading of Ordinances 857 and 858 amending Chapter 805 Subdivision - Park Dedication and the Fee Schedule

**FINANCIAL OR BUDGET CONSIDERATION:**

New subdivisions would generate fee-in-lieu parkland dedication when land dedication is not possible or appropriate for the site development.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

*Sustain Community Character & Safety*

The City is committed to maintaining community character through thoughtful development regulations and collection of parkland dedication fees when applicable for subdivisions.

**BACKGROUND:**

On March 24, 2026, the City Council discussed potential ordinance revisions to Section 1006.15 of the City's Subdivision Ordinance (Public Sites and Open Spaces – Parkland Dedication), with a focus on fee-in-lieu provisions where land dedication is not feasible or appropriate. Staff presented applicable State Statute requirements, relevant case law, the City's current ordinance provisions, and a proposed fee methodology developed in coordination with WSB.

The Council discussion highlighted Wayzata's high land values relative to surrounding communities and the resulting challenge this presents in maintaining the City's parkland-to-resident ratio. The Council expressed support for the proposed fee-in-lieu methodology and noted that additional differentiation between single-family, townhome, and multi-family residential uses may be appropriate. The current draft ordinance applies a uniform residential fee and anticipates that further refinements may be considered in future amendments.

Research of other communities found that many park dedication ordinances include provisions for allowing credits to the park dedication fee when a Planned Unit Development (PUD) is proposed. This approach has become a best practice as it encourages developers, particularly for larger projects, to incorporate on-site amenities for residents such as pools, dog parks, and other community features. This benefits the community by reducing demand on the overall park system while creating more desirable townhome and multi-family developments.

During preparation of the final draft ordinance, staff and the City Attorney confirmed that amendments to park dedication requirements must be adopted by ordinance in accordance with State Statute. Additionally, when fees exceed \$5,000, State Statute requires a public hearing prior to adoption. Staff therefore recommends that the proposed fee amounts be incorporated into the City's fee schedule, consistent with other City-imposed fees.

For reference, the March 24, 2026 Council workshop memo and supporting materials are attached.

**ATTACHMENTS:**

1. Draft Ordinance 857 Amending Subdivision Parkland Fees - Clean
2. Draft Ordinance 857 Amending Subdivision Parkland Fees - Markup
3. Draft Ordinance 858 Fee Schedule for Parkland Fees
4. March 24, 2026 CC Workshop - Park Dedication Fee

**CITY OF WAYZATA**  
**HENNEPIN COUNTY, MINNESOTA**  
**ORDINANCE NO. 857**

**AN ORDINANCE AMENDING PART X (SUBDIVISIONS)  
OF THE WAYZATA CITY CODE ON FEES IN LIEU OF PARKLAND DEDICATION**

**WHEREAS**, City Council and staff have held workshops to discuss potential amendments to Chapter 1006 of the City's Subdivision Ordinance that would change the calculation of cash fees in lieu of parkland dedication when a subdivision is too small for practical dedication of public land, or if no land in the subdivision is suitable for such use;

**WHEREAS**, City staff and consultants have analyzed the City's current park needs and plans, the fair market value of real estate in the City, the impacts of new development and related demands on the City's park system, the standards of state law, and have recommended to Council certain amendments to the Subdivision Ordinance that are set forth in this Ordinance; and

**WHEREAS**, City Council concurs with the findings and recommendations of City staff, and that such amendments will better balance the standards of state law and the City's continuing need for healthy and vibrant parks as set forth in the City's Comprehensive Plan and plans adopted by the City for its parks.

**NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:**

**Section 1. Amendments to Subsection 1006.15.I of the Subdivision Ordinance - Public Sites and Open Spaces (Parkland Dedication).** Subsection 1006.15.I of City Code is hereby amended to read in its entirety as follows:

- I. When a subdivision is too small for practical dedication of public land, or if no land in the subdivision is suitable for such use, the applicant may be required to pay as follows, an equivalent cash fee for all or part of the portion to be dedicated.
  1. Each single-family lot is required to pay a cash fee as established by ordinance.
  2. Each two-family lot is required to pay a cash fee as established by ordinance.
  3. All other residential construction is required to pay a cash fee as established by ordinance. The City Council may, at its discretion, grant a credit towards this fee if the proposed development is part of a PUD that provides, when completed, recreation facilities for its residents' use. Such recreational facilities may include, but are not limited to, swimming pools, tennis courts and open spaces suitable for active pastimes. The amount of any such credit shall be based on recommendations of City staff.
  4. Commercial and industrial land is required to pay a cash fee as established by ordinance.

**Section 2. Amendment to Subsection 1006.15.O of the Subdivision Ordinance.** Subsection 1006.15.O of City Code is hereby deleted in its entirety and subsequent sections of Chapter 1006 recodified accordingly.

~~O. If an applicant is unable to make a commitment to the City as to the type of building that well be constructed on lots in the proposed plat, then the land and cash contribution requirement will be a reasonable amount as determined by the City Council.~~

**Section 2. Effective Date.** This Ordinance will become effective upon passage and publication.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Andrew Mullin  
Mayor

ATTEST:

\_\_\_\_\_  
Aurora Yager  
City Manager

First Reading:  
Second Reading:  
Publication:

**CITY OF WAYZATA**  
**HENNEPIN COUNTY, MINNESOTA**  
**ORDINANCE NO. 857**

**AN ORDINANCE AMENDING PART X (SUBDIVISIONS)  
OF THE WAYZATA CITY CODE ON FEES IN LIEU OF PARKLAND DEDICATION**

**WHEREAS**, City Council and staff have held workshops to discuss potential amendments to Chapter 1006 of the City's Subdivision Ordinance that would change the calculation of cash fees in lieu of parkland dedication when a subdivision is too small for practical dedication of public land, or if no land in the subdivision is suitable for such use;

**WHEREAS**, City staff and consultants have analyzed the City's current park needs and plans, the fair market value of real estate in the City, the impacts of new development and related demands on the City's park system, the standards of state law, and have recommended to Council certain amendments to the Subdivision Ordinance that are set forth in this Ordinance; and

**WHEREAS**, City Council concurs with the findings and recommendations of City staff, and that such amendments will better balance the standards of state law and the City's continuing need for healthy and vibrant parks as set forth in the City's Comprehensive Plan and plans adopted by the City for its parks.

**NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:**

**Section 1. Amendments to Subsection 1006.15.I of the Subdivision Ordinance - Public Sites and Open Spaces (Parkland Dedication).** Subsection 1006.15.I of City Code is hereby amended to read in its entirety as follows:

- I. When a subdivision is too small for practical dedication of public land, or if no land in the subdivision is suitable for such use, the applicant may be required to pay as follows, an equivalent cash fee for all or part of the portion to be dedicated, ~~based on the fair market value of the land on the day of final plat approval subject to the following:~~
1. Each single-family lot is required to pay a cash fee as established by ordinance minimum of \$2,500.00 or ten percent of the determined land value, whichever is greater.
  2. Each two-family lot is required to pay a cash fee as established by ordinance minimum of \$2,500.00 or ten percent of the determined land value, whichever is greater.
  3. All other residential construction is required to pay greater a cash fee as established by ordinance a minimum of \$2,500.00 per unit or ten percent of the determined land value, whichever is greater. The City Council may, at its discretion, grant a credit towards this fee if the proposed development is part of a PUD that provides, when completed,

recreation facilities for its residents' use. Such recreational facilities ~~shall~~may include, but are not limited to, swimming pools, tennis courts and open spaces suitable for active pastimes. The amount of any such credit shall be based on recommendations of City staff.

- 4. Commercial and industrial land is required to pay a cash fee as established by ordinance ~~six percent of the established fair market land value.~~

**Section 2. Amendment to Subsection 1006.15.O of the Subdivision Ordinance.**

Subsection 1006.15.O of City Code is hereby deleted in its entirety and subsequent sections of Chapter 1006 recodified accordingly.

~~O. If an applicant is unable to make a commitment to the City as to the type of building that well be constructed on lots in the proposed plat, then the land and cash contribution requirement will be a reasonable amount as determined by the City Council.~~

**Section 2. Effective Date.** This Ordinance will become effective upon passage and publication.

Adopted by the City Council this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Andrew Mullin  
Mayor

ATTEST:

\_\_\_\_\_  
Aurora Yager  
City Manager

First Reading:  
Second Reading:  
Publication:

**CITY OF WAYZATA**  
**HENNEPIN COUNTY, MINNESOTA**  
**ORDINANCE NO. 858**

**AN ORDINANCE AMENDING FEE SCHEDULE**

**WHEREAS**, the City has adopted Ordinance 858 providing for equivalent cash fees in lieu of parkland dedication required under the Subdivision Ordinance to be established by ordinance.

**NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:**

The City’s current fee schedule is hereby amended to include the following fees in lieu of parkland dedication required under Section 1006.15 of the Subdivision Ordinance:

Single Family Residential Lots	\$12,500 per unit
Townhome Residential Lots	\$12,500 per unit
Multifamily Residential Lots	\$12,500 per unit
Commercial Lots	\$7,000 per 1,000 sq. ft. of commercial space

**Section 2. Effective Date.** This Ordinance will become effective upon passage and publication.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
 Andrew Mullin  
 Mayor

ATTEST:

\_\_\_\_\_  
 Aurora Yager  
 City Manager

First Reading:  
 Second Reading:  
 Publication:



## City Council Workshop City Council Agenda Report

<b>MEETING DATE:</b> March 24, 2026	<b>WORKSHOP AGENDA ITEM:</b> 3
<b>TITLE:</b> Discussion of Subdivision Ordinance Amendment – Park Dedication (5:45 - 6:30 p.m.)	
<b>PREPARED BY:</b> Alex Sharpe, Community Development Director	
<b>REVIEWED BY:</b> Aurora Yager, City Manager	

### **DISCUSSION OBJECTIVE:**

To review the City's current park dedication ordinance and state statute requirements and provide feedback on the staff proposal.

### **2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

#### *Sustain Community Character & Safety*

The City's park system is integral to the character of the community. Updating the park dedication ordinance requirements ensures that the City can collect proportional fees associated with the park demand created by the development.

### **BACKGROUND:**

On January 20, 2026, the City Council approved the final plat of Ferndale Bluff, a three-lot residential subdivision. As part of the approval, the City executed a development agreement which included a provision at the applicant's request that reserved the applicant's right under Minnesota law to contest the amount of park dedication required for its subdivision under Wayzata City Code. At that time, the City Council directed staff to evaluate the City's current park dedication requirements and, if needed, bring back proposed amendments.

### **Current City Code Requirements**

Sec. 1006.15 of the City's Subdivision Ordinance — Public Sites and Open Spaces (Parkland Dedication), requires that applications for any subdivision in which new lots are added shall dedicate *"land for parks, playgrounds, public open spaces or trails and/or shall make a cash contribution to the City's Park Fund..."*

When a subdivision is too small for practical dedication of public land, or if no land in the subdivision is suitable for such use, the applicant may be required to pay an equivalent cash fee for all or part of the portion to be dedicated, based on the fair market value of the land on the day of final plat subject to the following general parameters:

- New residential units pay 10% of the land value or \$2,500 (whichever is greater)
- Commercial land is required to pay 6% of the land value

### **State Statute Requirements and Case Law**

Minnesota Statutes SEC. 462.358 subd. 2b and 2c., (see attached), require that there be a nexus and rough proportionality between any fee-in-lieu collected for new subdivisions and the demand created by the proposed subdivision or development. For the City, this means that fees collected must reflect the park need created by the additional residents or visitors to the community.

In *Puce v. City of Burnsville* (2019), a developer challenged the fee-in-lieu park dedication. While the State Supreme Court upheld Burnsville's fee, they advised cities to review their parkland dedication ordinances to ensure that their fees reflect Statute requirements.

In general, state law does not give cities the authority to collect park dedication fees outside of a subdivision process. The only exceptions we are aware of in our research were specific to special legislation for the cities of Minneapolis and St. Paul that each sought and received approval from the state legislature.

## **Analysis and Findings**

Staff reviewed recommendations from the League of Minnesota Cities and engaged WSB to review the City's current park dedication requirements and recommend an updated methodology. A memo with their recommendation is attached for Council review and summarized below.

The analysis establishes the following components:

- **Per capita park demand:** current population divided by acres of parkland to estimate how much demand each new resident or employee creates on the current park system.
- **Cost per acre:** Current value of housing and commercial property from Hennepin County tax records (land only, excluding structures or other property improvements).

The land values set the baseline to determine what the City could charge on a per unit basis for residential or per 1,000 sq. ft. basis for commercial properties. This analysis found that Wayzata's land values are significantly higher than other communities in the Twin Cities, creating a unique challenge of proportionate fees required by statute.

## **Staff and WSB Recommendation**

Based on comparisons with other cities, property value findings, and statutory requirements, staff recommend establishing a cap to the fee-in-lieu rates to be the following:

- **Residential:** \$12,500 per unit
- **Commercial:** \$7,000 per 1,000 sq. ft.

This proposed cap would set Wayzata's fee to be among the highest, if not the highest, identified within the metro, which staff feel is justified based on the property values.

For additional information, memos from WSB, the City Attorney, and a table of fees from surrounding communities, are attached.

## **ATTACHMENTS:**

1. WSB - Fee in Lieu of Park Dedication Recommendation and Methodology
2. City Atty Memo - Park Dedication Questions
3. State Statute 462.358 - Subdivisions
4. City Comparison Table

## Memorandum

To: Alex Sharpe, Community Development Director, City of Wayzata

From: Eric Zweber, Consulting Planner, WSB

Date: March 18, 2026

Re: Fee-in-lieu of Park Dedication Formula and Memorandum  
WSB Project No. 031098 Phase 3

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WSB was assigned to review park dedication ordinances that allow municipalities to designate a suitable portion of land within new subdivisions for public use. This approach assists in managing infrastructure needs resulting from ongoing development. Cities may ask developers to donate land specifically for parks or, alternatively, accept monetary payments instead of land.

According to state law, cities must evaluate whether acquiring land within a subdivision is genuinely necessary and ensure that any requirements are reasonably proportional to what is needed for park land. If a city decides park land isn't required as part of a development, it can request a cash payment instead. However, these payments must still adhere to state regulations concerning process, the connection between the payment and the need created by development (nexus), and rough proportionality.

WSB acknowledges that the City may wish to enact a new park dedication ordinance designed to streamline compliance with state requirements regarding nexus and rough proportionality. To gain a comprehensive understanding of the appropriate application of park dedication requirements, it is important to consider the precedent established by the landmark Minnesota case, *Puce v. City of Burnsville*.

In this case, Mr. Puce sought to pursue commercial development within the City of Burnsville and believed the City improperly imposed a park dedication fee on his project, leading to litigation against the municipality.

The Minnesota Supreme Court upheld Burnsville's \$11,700 park dedication fee on Almir Puce's commercial development. The Court found the fee legally valid because:

- It had a clear connection to the City's need to maintain parks and open space as development occurs.
- The City made an individualized calculation by adjusting the fee to the actual market value of Puce's property.
- The City's 2040 Comprehensive Plan reasonably supports its standard requirement that 5% of commercial land be dedicated (or paid as a fee).

The case was sent back to the district court, but the City’s authority to impose this fee was confirmed.

Following comprehensive research and analysis of the Puce v. City of Burnsville court case, WSB recommends the following methodology to align with state statutes and reflect the precedent established in the Burnsville decision:

### **Residential Development**

- Establish the need for parkland for a specific number of acres per resident.
- If developers choose to pay cash instead of donating land, the payment is based on the average assessed value of land within Wayzata based on Hennepin County Assessor’s data.
- Demographic data on the number of people per household unit helps determine the total cash amount required in place of land dedication.

### **Commercial and Industrial Development**

- Using data from the U.S. Energy Information Administration, the City calculates the number of employees per 1,000 square feet of building area to determine the park dedication requirement.
- The dedication requirement is based on the building’s size. If land is dedicated instead of cash, the calculation assumes a single-story building with the maximum allowable coverage for the site’s zoning district.

## **FEE-IN-LIEU OF PARK LAND DEDICATION BASED ON MAINTAINING CURRENT PARK LAND PER RESIDENT RATIO**

WSB has conducted a comprehensive analysis to provide the City with examples, as well as land and fee recommendations, for various development types. The analysis incorporates:

- 2024 assessed and payable in 2025 Hennepin County average assessed land values for single family residential, townhomes, multiple family residential and commercial properties.
- Commercial employment figures per 1,000 square feet of building, as referenced in the U.S. Energy Information Administration’s 2018 CBECS Table B1.
- Average household size estimates derived from US Census Bureau.
- The Metropolitan Council 2024 population estimate for Wayzata.

**Average Assessed Land Values**— These values, divided by total acreage, determine the assessed land value per acre for each category.

<b>Land Use</b>	<b>Average Land Value Per Acre<sup>1</sup></b>
Residential	\$1,330,000
Commercial	\$2,467,000

Source: Hennepin County 2024 Assessed and Payable 2025 Land Value

<sup>1</sup>Rounded up to the nearest \$1,000

The following data about the City of Wayzata has been compiled to develop these examples:

- *Metropolitan Council's 2024 population estimate: 4,589 residents.*
- *Metropolitan Council's 2024 average household size: 2.02 persons per household*
- *Parkland within city boundaries: 53.62 acres (sourced from the Wayzata Parks and Trails Master Plan and Panoway acreage).*

*The information helps to calculate both the need for park land acreage per person, and it helps to calculate the fee-in-lieu of dedication amount. Based on the information above, the need for park land per person within the city is 0.0117 acres per person (53.62 acres divided by the population.)*

### **Residential—Example Fee Calculation**

The calculation below provides an example of how park dedication fees can be calculated for residential developments to meet the litmus test of state statutes and the need for nexus and rough proportionality.

*(persons per unit) x (park acres per person) x (assessed land value) = total park dedication fee per unit in lieu of land.*

#### Example No. 1: Residential

*2.02 x 0.0117 x \$1,330,000 = \$31,433.22 park dedication fee-in-lieu of land per residential unit.*

### **Commercial --Example Fee Calculation**

The city does not have industrial development, but it does have offices, restaurants and retail commercial land uses.

<b>Commercial Use</b>	<b>Employees Per 1,000 Square Feet of Building (\$)</b>
Office	1.97
Restaurant	2.08
Retail	1.01

*Source: U.S. Energy Information Administration's Commercial Buildings Energy Consumption Survey Table B1 Revised 2022*

*One employee = 0.25 person-resident (see description below)*

The fractional person-resident is based upon the more limited park services demanded by an employee (employee ball teams; picnic grounds; civic celebrations; etc.), plus certain park services related to the customer/client that patronizes the business on a

per employee basis. The park land need per employee is based on the number of hours in a week divided by the typical 40-hour work week. If land is taken rather than cash, the calculation would presume a single-story building on each lot with the maximum % building coverage of the applicable zoning district in which the subdivision is located.

*(employees per 1,000 square feet of building) x 25% x (park acres per person) x (assessed land value) = total park dedication fee per 1,000 square feet of building in lieu of land.*

Example Office:

*1.97 x .25 x 0.0117 x \$2,467,000 = \$14,215.47 park dedication fee-in-lieu of land per 1,000 square feet of building.*

Example Restaurant:

*2.08 x .25 x 0.0117 x \$2,467,000 = \$15,009.23 park dedication fee-in-lieu of land per 1,000 square feet of building.*

Example Retail:

*1.01 x .25 x 0.0117 x \$2,467,000 = \$7,288.13 park dedication fee-in-lieu of land per 1,000 square feet of building.*

***The rates determined within this section of the memorandum would raise the funds necessary to purchase park land within the City of Wayzata at the average assessed land value to maintain the current ratio of park land per resident. The next section of this memorandum serves to evaluate if these rates would meet a rough proportionality test as the court did in the Puce v. City of Burnsville case.***

#### **FEE-IN-LIEU OF PARK LAND DEDICATION BASED ON COMPARABLE COMMUNITIES' FEE-IN-LIEU RATES (ROUGH PROPORTIONALITY)**

City staff and WSB have reviewed 18 communities within the Twin Cities metropolitan area to review their fee-in-lieu of park dedication rates. None of the 18 communities reviewed had a residential fee-in-lieu rate greater than \$10,000 per unit. Most communities charge commercial and industrial land on a per acre of park dedication required, and the percentage of commercial or industrial land varies by community, but many are at 5% like Burnsville's.

City	Single-Family	Townhome	Multi-Family	Commercial	Industrial/Office
Maple Grove <sup>1</sup>		\$4,092/unit		\$11,000/acre	\$6,500/acre
Plymouth <sup>2</sup>		\$8,000/unit		Determined by Acreage	
Minnetonka		\$5,000/unit		\$8,000/acre	\$7,000/acre
Edina		\$5,000/unit		\$7,100/acre	
Eden Prairie		\$6,500/unit		\$11,500/acre	
Excelsior <sup>3</sup>		\$1,500/unit		\$1,500 base fee	
St. Louis Park		\$1,500/unit		5% of predeveloped land value	
Stillwater		\$2,500 per lot			
Shakopee	\$5,500/unit	\$4,500/unit		\$10,000/acre	
Burnsville	\$115,000/acre	\$140,000/acre	\$280,000/acre	\$435,000/acre	\$215,000/acre
Blaine	\$4,894/unit		\$6,500/Unit	\$5,052 - \$6,235/acre	
Brooklyn Park	\$4,600/unit			\$12,500/acre	
Apple Valley	\$1,170/unit	\$4,622/unit	\$3,982/unit	1,881/1,000 sq. ft.	\$636/1,000 sq. ft.
Rosemount	\$3,400/unit	\$2,850/unit	\$2,500/unit	\$90,000/acre	\$50,000/acre
Bloomington <sup>4</sup>	See Note				
Woodbury	\$4,000/unit			\$6,500/acre	
West St. Paul	\$3,000/unit	\$2,250/unit	\$2,250/unit	\$12,500/acre	
Richfield	No Park Dedication Fee				

<sup>1</sup> Varying rate based on 10% of land value with a maximum fee.

<sup>2</sup> Maximum rate caps based on park demand created by development. City position is that 90% of park demand is created by residents/housing.

<sup>3</sup> \$1,500 minimum or 3.5% of new market value, whichever is greater. No cap.

<sup>4</sup> Based on a "proportional share" of demand created by the development based on identified additional parkland demand at time of development.

It should be noted that some of the communities reviewed average residential land values are significantly less than Wayzata's average assessed residential value of \$1,330,000 per acre. Maple Grove states that their average residential land value is at \$133,000 per acre, Burnsville's R-1 zoned land average is at \$115,000 per acre and Apple Valley average single-family value is at \$75,000 per acre.

Based on the review of comparable cities and the desire to be roughly proportional to those rates, WSB recommends a residential fee-in-lieu of \$12,500 per unit and a commercial fee-in-lieu rate of \$7,000 per 1,000 square feet of building.

## Conclusion

Residential: \$12,500 per dwelling unit

Commercial: \$7,000 per 1,000 square feet of building

Industrial: Not Applicable (Wayzata does not have an industrial zoning district)

**Memorandum**

**ATTORNEY-CLIENT COMMUNICATION  
PRIVILEGED AND CONFIDENTIAL**

TO: City Manager and Community Development Director  
FROM: City Attorney  
DATE: February 28, 2026  
RE: **Parkland Dedication Fees**

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This memo addresses the following questions from staff:

1. Does the City have the authority to require park dedication/fees without a subdivision occurring?
2. Is a public hearing required to amend the Subdivision Ordinance to update the section on Parkland Dedication?
3. Can the City require park dedication or fees with minor subdivision?

A. ***Does the City have the authority to require park dedication/fees without a subdivision occurring?***

**No. While other types of fees may be collected in connection with a proposed development (see below), the specific statutory authority for a City to require and collect park dedication/fees is authorized only in the context of a subdivision.**

The state law authorizing cities to adopt ordinances to regulate subdivisions, Minn. Stat. Sec. 462.358, provides that a city's regulations may require that "a reasonable portion of the buildable land, as defined by the [ordinance], of any proposed subdivision be dedicated to the public or preserved for public use as streets, roads, sewers, electric, gas, and water facilities, stormwater drainage and holding areas or ponds and similar utilities and improvements, parks, recreational facilities..., playgrounds, trails, wetlands, or open space." Subd. 2b. The statute further allows cities to "choose to accept a cash fee as set by ordinance from the applicant for some or all of the new lots created in the subdivision, based on the average fair market value of the unplatted land for which park fees have not already been paid." *Id.*

Importantly, the state statute sets many requirements for cities in the process that govern if and how land dedication or fee-in-lieu may be imposed, including:

- The city must adopt a capital improvement budget, and have a parks and open space plan or a parks, trails, and open space component in its comprehensive plan.
- Cash payments received must be placed by the city in a special fund to be used only for the purposes for which the money was obtained.
- Cash payments received must be used only for the acquisition and development or improvement of parks, recreational facilities, playgrounds, trails, wetlands, or open space based on the approved park systems plan.
- Cash payments must not be used for ongoing operation or maintenance of parks, recreational facilities, playgrounds, trails, wetlands, or open space.
- Previously subdivided property from which a park dedication has been received, being resubdivided with the same number of lots, is exempt from park dedication requirements.
- *There must be an essential nexus between the fees or dedication imposed and the municipal purpose sought to be achieved by the fee or dedication. The fee or dedication must bear a rough proportionality to the need created by the proposed subdivision or development.*

Many of these things are reflected in Wayzata's Subdivision Ordinance and other City plans.

Most recently with the Ferndale Bluffs subdivision, the City's fee formulation has been challenged by the subdivision applicant as not reflecting some of these principles, most significantly the "rough proportionality" and essential nexus" requirement noted above.

Given the statutory authority for parkland dedication/fees, and its grounding in a city's authority to regulate subdivisions, the City of Wayzata could not amend its Subdivision Ordinance to impose fees outside of the subdivision context, and could not use this statutory authority to impose such fees in other development or land use contexts.

More broadly, fees that cities can collect outside of and/or in addition to a parkland fee for a subdivision must be authorized under state law and often city code as well. Such fees include:

- Fees to cover the city's costs related to the review, approval, and inspection of a development, including time of municipal professionals, engineering, fire, and legal.

- Fees must be fair, reasonable, and have a connection (nexus) to the actual cost of the service for which the fee is imposed.
- Special Assessments for improvements that benefit the property.
  - Fees negotiated for public and private improvements for larger developments, that are generally reflected in Development Agreements.
  - Special legislation tailored to the needs of particular cities (e.g., large population/large development/large park cities of Minneapolis and St. Paul).

***B. Is a public hearing required to amend the Subdivision Ordinance to update the section on Parkland Dedication?***

**No. A public hearing is not required to amend City Code generally, including the Subdivision Ordinance.**

Unlike with zoning regulations, cities are not required to hold a public hearing or provide published or mailed notice prior to adopting or amending their subdivision regulations. An ordinance can be adopted and amended by a simple majority vote of the council, follow by publication of the ordinance. Wayzata's Subdivision Ordinance was recently amended without a formal public hearing to allow for smaller roadways in smaller subdivisions.

***C. Can the City require park dedication or fees with minor subdivision?***

**Yes. There is nothing in the state statute or the City's subdivision ordinance that precludes requiring park dedication or fees provided it is a subdivision that would otherwise trigger the requirement in the City's subdivision ordinance.**

Sec. 1002.03 of the Subdivision Ordinance requires that a minor subdivision "shall conform to all design standards as specified in [the Subdivision Ordinance]." The design standards include the provisions on Parkland Dedication at Sec. 1006.15. Thus, a minor subdivision would be subject to the park dedication or fee-in-lieu requirements as any other type of subdivision.

**462.358 OFFICIAL CONTROLS: SUBDIVISION REGULATION; DEDICATION.**

Subdivision 1. MS 1978 [Repealed, 1980 c 566 s 35]

Subd. 1a. **Authority.** To protect and promote the public health, safety, and general welfare, to provide for the orderly, economic, and safe development of land, to preserve agricultural lands, to promote the availability of housing affordable to persons and families of all income levels, and to facilitate adequate provision for transportation, water, sewage, storm drainage, schools, parks, playgrounds, and other public services and facilities, a municipality may by ordinance adopt subdivision regulations establishing standards, requirements, and procedures for the review and approval or disapproval of subdivisions. The regulations may contain varied provisions respecting, and be made applicable only to, certain classes or kinds of subdivisions. The regulations shall be uniform for each class or kind of subdivision.

A municipality may by resolution extend the application of its subdivision regulations to unincorporated territory located within two miles of its limits in any direction but not in a town which has adopted subdivision regulations; provided that where two or more noncontiguous municipalities have boundaries less than four miles apart, each is authorized to control the subdivision of land equal distance from its boundaries within this area.

Subd. 2. MS 1978 [Repealed, 1980 c 566 s 35]

Subd. 2a. **Terms of regulations.** The standards and requirements in the regulations may address without limitation: the size, location, grading, and improvement of lots, structures, public areas, streets, roads, trails, walkways, curbs and gutters, water supply, storm drainage, lighting, sewers, electricity, gas, and other utilities; the planning and design of sites; access to solar energy; and the protection and conservation of floodplains, shore lands, soils, water, vegetation, energy, air quality, and geologic and ecologic features. The regulations shall require that subdivisions be consistent with the municipality's official map if one exists and its zoning ordinance, and may require consistency with other official controls and the comprehensive plan. The regulations may prohibit certain classes or kinds of subdivisions in areas where prohibition is consistent with the comprehensive plan and the purposes of this section, particularly the preservation of agricultural lands. The regulations may prohibit, restrict or control development for the purpose of protecting and assuring access to direct sunlight for solar energy systems. The regulations may prohibit the issuance of permits or approvals for any tracts, lots, or parcels for which required subdivision approval has not been obtained.

The regulations may permit the municipality to condition its approval on the construction and installation of sewers, streets, electric, gas, drainage, and water facilities, and similar utilities and improvements or, in lieu thereof, on the receipt by the municipality of a cash deposit, certified check, irrevocable letter of credit, bond, or other financial security in an amount and with surety and conditions sufficient to assure the municipality that the utilities and improvements will be constructed or installed according to the specifications of the municipality. Sections 471.345 and 574.26 do not apply to improvements made by a subdivider or a subdivider's contractor.

A municipality may require that an applicant establish an escrow account or other financial security for the purpose of reimbursing the municipality for direct costs relating to professional services provided during the review, approval and inspection of the project. A municipality may only charge the applicant a rate equal to the value of the service to the municipality. Services provided by municipal staff or contract professionals must be billed at an established rate.

When the applicant vouches, by certified letter to the municipality, that the conditions required by the municipality for approval under this subdivision have been satisfied, the municipality has 30 days to release

and return to the applicant any and all financial securities tied to the requirements. If the municipality fails to release and return the letters of credit within the 30-day period, any interest accrued will be paid to the applicant. If the municipality determines that the conditions required for approval under this subdivision have not been satisfied, the municipality must send written notice within seven business days upon receipt of the certified letter indicating to the applicant which specific conditions have not been met. The municipality shall require a maintenance or performance bond from any subcontractor that has not yet completed all remaining requirements of the municipality.

The regulations may permit the municipality to condition its approval on compliance with other requirements reasonably related to the provisions of the regulations and to execute development contracts embodying the terms and conditions of approval. The municipality may enforce such agreements and conditions by appropriate legal and equitable remedies.

Subd. 2b. **Dedication.** (a) The regulations may require that a reasonable portion of the buildable land, as defined by municipal ordinance, of any proposed subdivision be dedicated to the public or preserved for public use as streets, roads, sewers, electric, gas, and water facilities, stormwater drainage and holding areas or ponds and similar utilities and improvements, parks, recreational facilities as defined in section 471.191, playgrounds, trails, wetlands, or open space. The requirement must be imposed by ordinance or under the procedures established in section 462.353, subdivision 4a.

(b) If a municipality adopts the ordinance or proceeds under section 462.353, subdivision 4a, as required by paragraph (a), the municipality must adopt a capital improvement budget and have a parks and open space plan or have a parks, trails, and open space component in its comprehensive plan subject to the terms and conditions in this paragraph and paragraphs (c) to (i).

(c) The municipality may choose to accept a cash fee as set by ordinance from the applicant for some or all of the new lots created in the subdivision, based on the average fair market value of the unplatted land for which park fees have not already been paid that is, no later than at the time of final approval or under the city's adopted comprehensive plan, to be served by municipal sanitary sewer and water service or community septic and private well as authorized by state law. For purposes of redevelopment on developed land, the municipality may choose to accept a cash fee based on fair market value of the land no later than the time of final approval. "Fair market value" means the value of the land as determined by the municipality annually based on tax valuation or other relevant data. If the municipality's calculation of valuation is objected to by the applicant, then the value shall be as negotiated between the municipality and the applicant, or based on the market value as determined by the municipality based on an independent appraisal of land in a same or similar land use category.

(d) In establishing the portion to be dedicated or preserved or the cash fee, the regulations shall give due consideration to the open space, recreational, or common areas and facilities open to the public that the applicant proposes to reserve for the subdivision.

(e) The municipality must reasonably determine that it will need to acquire that portion of land for the purposes stated in this subdivision as a result of approval of the subdivision.

(f) Cash payments received must be placed by the municipality in a special fund to be used only for the purposes for which the money was obtained.

(g) Cash payments received must be used only for the acquisition and development or improvement of parks, recreational facilities, playgrounds, trails, wetlands, or open space based on the approved park systems plan. Cash payments must not be used for ongoing operation or maintenance of parks, recreational facilities, playgrounds, trails, wetlands, or open space.

(h) The municipality must not deny the approval of a subdivision based solely on an inadequate supply of parks, open spaces, trails, or recreational facilities within the municipality.

(i) Previously subdivided property from which a park dedication has been received, being resubdivided with the same number of lots, is exempt from park dedication requirements. If, as a result of resubdividing the property, the number of lots is increased, then the park dedication or per-lot cash fee must apply only to the net increase of lots.

Subd. 2c. **Nexus.** (a) There must be an essential nexus between the fees or dedication imposed under subdivision 2b and the municipal purpose sought to be achieved by the fee or dedication. The fee or dedication must bear a rough proportionality to the need created by the proposed subdivision or development.

(b) If a municipality is given written notice of a dispute over a proposed fee in lieu of dedication before the municipality's final decision on an application, a municipality must not condition the approval of any proposed subdivision or development on an agreement to waive the right to challenge the validity of a fee in lieu of dedication.

(c) An application may proceed as if the fee had been paid, pending a decision on the appeal of a dispute over a proposed fee in lieu of dedication, if (1) the person aggrieved by the fee puts the municipality on written notice of a dispute over a proposed fee in lieu of dedication, (2) prior to the municipality's final decision on the application, the fee in lieu of dedication is deposited in escrow, and (3) the person aggrieved by the fee appeals under section 462.361, within 60 days of the approval of the application. If such an appeal is not filed by the deadline, or if the person aggrieved by the fee does not prevail on the appeal, then the funds paid into escrow must be transferred to the municipality.

Subd. 3. MS 1978 [Repealed, 1980 c 566 s 35]

Subd. 3a. **Platting.** The regulations may require that any subdivision creating parcels, tracts, or lots, shall be platted. The regulations shall require that all subdivisions which create five or more lots or parcels which are 2-1/2 acres or less in size shall be platted. The regulations shall not conflict with the provisions of chapter 505 but may address subjects similar and additional to those in that chapter.

Subd. 3b. **Review procedures.** The regulations shall include provisions regarding the content of applications for proposed subdivisions, the preliminary and final review and approval or disapproval of applications, and the coordination of such reviews with affected political subdivisions and state agencies. Subdivisions including lands abutting upon any existing or proposed trunk highway, county road or highway, or county state-aid highway shall also be subject to review. The regulations may provide for the consolidation of the preliminary and final review and approval or disapproval of subdivisions. Preliminary or final approval may be granted or denied for parts of subdivision applications. The regulations may delegate the authority to review proposals to the planning commission, but final approval or disapproval shall be the decision of the governing body of the municipality unless otherwise provided by law or charter. A municipality must approve a preliminary plat that meets the applicable standards and criteria contained in the municipality's zoning and subdivision regulations unless the municipality adopts written findings based on a record from the public proceedings why the application shall not be approved. The regulations shall require that a public hearing shall be held on all subdivision applications prior to preliminary approval, unless otherwise provided by law or charter. The hearing shall be held following publication of notice of the time and place thereof in the official newspaper at least ten days before the day of the hearing. At the hearing, all persons interested shall be given an opportunity to make presentations. A subdivision application shall be preliminarily approved or disapproved within 120 days following delivery of an application completed in compliance with the municipal ordinance by the applicant to the municipality, unless an extension of the review period has been

agreed to by the applicant. When a division or subdivision to which the regulations of the municipality do not apply is presented to the city, the clerk of the municipality shall within ten days certify that the subdivision regulations of the municipality do not apply to the particular division.

If the municipality or the responsible agency of the municipality fails to preliminarily approve or disapprove an application within the review period, the application shall be deemed preliminarily approved, and upon demand the municipality shall execute a certificate to that effect. Following preliminary approval the applicant may request final approval by the municipality, and upon such request the municipality shall certify final approval within 60 days if the applicant has complied with all conditions and requirements of applicable regulations and all conditions and requirements upon which the preliminary approval is expressly conditioned either through performance or the execution of appropriate agreements assuring performance. If the municipality fails to certify final approval as so required, and if the applicant has complied with all conditions and requirements, the application shall be deemed finally approved, and upon demand the municipality shall execute a certificate to that effect. After final approval a subdivision may be filed or recorded.

**Subd. 3c. Effect of subdivision approval.** For one year following preliminary approval and for two years following final approval, unless the subdivider and the municipality agree otherwise, no amendment to a comprehensive plan or official control shall apply to or affect the use, development density, lot size, lot layout, or dedication or platting required or permitted by the approved application. Thereafter, pursuant to its regulations, the municipality may extend the period by agreement with the subdivider and subject to all applicable performance conditions and requirements, or it may require submission of a new application unless substantial physical activity and investment has occurred in reasonable reliance on the approved application and the subdivider will suffer substantial financial damage as a consequence of a requirement to submit a new application. In connection with a subdivision involving planned and staged development, a municipality may by resolution or agreement grant the rights referred to herein for such periods of time longer than two years which it determines to be reasonable and appropriate.

Subd. 4. MS 1980 [Repealed, 1982 c 415 s 3]

**Subd. 4a. Disclosure by seller; buyer's action for damages.** A person conveying a new parcel of land which, or the plat for which, has not previously been filed or recorded, and which is part of or would constitute a subdivision to which adopted municipal subdivision regulations apply, shall attach to the instrument of conveyance either: (a) recordable certification by the clerk of the municipality that the subdivision regulations do not apply, or that the subdivision has been approved by the governing body, or that the restrictions on the division of taxes and filing and recording have been waived by resolution of the governing body of the municipality in this case because compliance will create an unnecessary hardship and failure to comply will not interfere with the purpose of the regulations; or (b) a statement which names and identifies the location of the appropriate municipal offices and advises the grantee that municipal subdivision and zoning regulations may restrict the use or restrict or prohibit the development of the parcel, or construction on it, and that the division of taxes and the filing or recording of the conveyance may be prohibited without prior recordable certification of approval, nonapplicability, or waiver from the municipality. In any action commenced by a buyer of such a parcel against the seller thereof, the misrepresentation of or the failure to disclose material facts in accordance with this subdivision shall be grounds for damages. If the buyer establishes a right to damages, a district court hearing the matter may in its discretion also award to the buyer an amount sufficient to pay all or any part of the costs incurred in maintaining the action, including reasonable attorney fees, and an amount for punitive damages not exceeding five per centum of the purchase price of the land.

**Subd. 4b. Restrictions on filing and recording conveyances.** (a) In a municipality in which subdivision regulations are in force and have been filed or recorded as provided in this section, no conveyance of land

to which the regulations are applicable shall be filed or recorded, if the land is described in the conveyance by metes and bounds or by reference to an unapproved registered land survey made after April 21, 1961 or to an unapproved plat made after such regulations become effective.

(b) The foregoing provision does not apply to a conveyance if the land described:

(1) was a separate parcel of record April 1, 1945 or the date of adoption of subdivision regulations under Laws 1945, chapter 287, whichever is the later, or of the adoption of subdivision regulations pursuant to a home rule charter, or

(2) was the subject of a written agreement to convey entered into prior to such time, or

(3) was a separate parcel of not less than 2-1/2 acres in area and 150 feet in width on January 1, 1966, or

(4) was a separate parcel of not less than five acres in area and 300 feet in width on July 1, 1980, or

(5) is a single parcel of commercial or industrial land of not less than five acres and having a width of not less than 300 feet and its conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than five acres in area or 300 feet in width, or

(6) is a single parcel of residential or agricultural land of not less than 20 acres and having a width of not less than 500 feet and its conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than 20 acres in area or 500 feet in width.

(c) In any case in which compliance with the foregoing restrictions will create an unnecessary hardship and failure to comply does not interfere with the purpose of the subdivision regulations, the platting authority may waive such compliance by adoption of a resolution to that effect and the conveyance may then be filed or recorded.

(d) Any owner or agent of the owner of land who conveys a lot or parcel in violation of the provisions of this subdivision shall forfeit and pay to the municipality a penalty of not less than \$100 for each lot or parcel so conveyed.

(e) A municipality may enjoin such conveyance or may recover such penalty by a civil action in any court of competent jurisdiction.

**Subd. 5. Permits.** Except as otherwise provided by this section all electric and gas distribution lines or piping, roadways, curbs, walks and other similar improvements shall be constructed only on a street, alley, or other public way or easement which is designated on an approved plat, or properly indicated on the official map of the municipality, or which has otherwise been approved by the governing body. When a municipality has adopted an official map, no permit for the erection of any building shall be issued unless the building is to be located upon a parcel of land abutting on a street or highway which has been designated upon an approved plat or on the official map or which has been otherwise approved by the governing body, and unless the buildings conform to the established building line. This limitation on issuing permits shall not apply to planned developments approved by the governing body pursuant to its zoning ordinance. No permit shall be issued for the construction of a building on any lot or parcel conveyed in violation of the provisions of this section.

**Subd. 6. Variances.** Subdivision regulations may provide for a procedure for varying the regulations as they apply to specific properties where an unusual hardship on the land exists, but variances may be

granted only upon the specific grounds set forth in the regulations. Unusual hardship includes, but is not limited to, inadequate access to direct sunlight for solar energy systems.

**Subd. 7. Vacation.** The governing body of a municipality may vacate any publicly owned utility easement or boulevard reserve or any portion thereof, which are not being used for sewer, drainage, electric, telegraph, telephone, gas and steam purposes or for boulevard reserve purposes, in the same manner as vacation proceedings are conducted for streets, alleys and other public ways under a home rule charter or other provisions of law.

A boulevard reserve means an easement established adjacent to a dedicated street for the purpose of establishing open space adjacent to the street and which area is designated on the recorded plat as "boulevard reserve".

**Subd. 8. Plat approval under other laws.** Nothing in this section is to be construed as a limitation on the authority of municipalities which have not adopted subdivision regulations to approve plats under any other provision of law.

**Subd. 9. Unplatted parcels.** Subdivision regulations adopted by municipalities may apply to parcels which are taken from existing parcels of record by metes and bounds descriptions, and the governing body or building authority may deny the issuance of permits or approvals, building permits issued under sections 326B.101 to 326B.194, or other permits or approvals to any parcels so divided, pending compliance with subdivision regulations.

**Subd. 10. Limitations.** Nothing in this section shall be construed to require a municipality to regulate subdivisions or to regulate all subdivisions which it is authorized to regulate by this section.

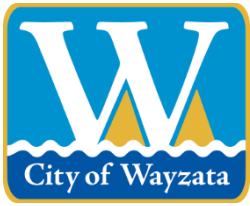
**Subd. 11. Affordable housing.** For the purposes of this subdivision, a "development application" means subdivision, planned unit development, site plan, or other similar type action. If a municipality, in approving a development application that provides all or a portion of the units for persons and families of low and moderate income, so proposes, the applicant may request that provisions authorized by clauses (1) to (4) will apply to housing for persons of low and moderate income, subject to agreement between the municipality and the applicant:

- (1) establishing sales prices or rents for housing affordable to low- and moderate-income households;
- (2) establishing maximum income limits for initial and subsequent purchasers or renters of the affordable units;
- (3) establishing means, including, but not limited to, equity sharing, or similar activities, to maintain the long-term affordability of the affordable units; and
- (4) establishing a land trust agreement to maintain the long-term affordability of the affordable units.

Clauses (1) to (3) shall not apply for more than 20 years from the date of initial occupancy except where public financing or subsidy requires longer terms.

**History:** 1965 c 670 s 8; 1971 c 842 s 1; 1973 c 67 s 1; 1973 c 176 s 1; 1975 c 98 s 1; 1976 c 181 s 2; 1978 c 786 s 16,17; 1980 c 560 s 6; 1980 c 566 s 25-33; 1981 c 85 s 7; 1982 c 415 s 2; 1982 c 507 s 23; 1985 c 194 s 24; 1986 c 444; 1989 c 196 s 1; 1989 c 200 s 1; 1989 c 209 art 2 s 1; 1995 c 254 art 1 s 90; art 3 s 6,7; 2000 c 497 s 1; 2001 c 7 s 74; 2002 c 315 s 1; 2004 c 178 s 2,3; 2006 c 209 s 1; 2006 c 269 s 1; 2006 c 270 art 1 s 6; 2007 c 116 s 1; 2007 c 140 art 4 s 61; art 13 s 4; 2013 c 85 art 5 s 41

City	Single-Family	TownHome	Multi-Family	Commercial	Industrial/Office	Notes
<b>Wayzata Proposed</b>						
Maple Grove		\$4,092/unit		\$11,000/acre	\$6,500/acre	Varying rate based on 10% of land value with a max fee
Plymouth		\$8,000/unit		Determined by Acreage		Max rate cap based on park demand created by development. City position is that 90% of park demand is created by residents/housing
Minnetonka		\$5,000/unit		\$8,000/acre	\$7,000/acre	
Edina		\$5,000/unit		\$7,100/acre		
Eden Prairie		\$6,500/unit		\$11,500/acre		
Excelesior		\$1,500/unit		\$1,500 base fee		\$1,500 minimum or 3.5% of new market value, whichever is greater. No cap.
St. Louis Park		\$1,500/unit		5% of predeveloped land value		
Stillwater		\$2,500 per lot				
Shakopee	\$5,500/unit	\$4,500/unit		\$10,000/acre		
Burnsville	\$115,000/acre	\$140,000/acre	\$280,000/acre	\$435,000/acre	\$215,000/acre	
Blaine	\$4,894/unit		\$6,500/Unit	\$5,052 - \$6,235/acre		
Brooklyn Park		\$4,600/unit		\$12,500/acre		
Apple Valley	\$1,170/unit	\$4,622/unit	\$3,982/unit	1,881/1,000 sq. ft.	\$636/1,000 sq. ft.	
Rosemount	\$3,400/unit	\$2,850/unit	\$2,500/unit	\$90,000/acre	\$50,000/acre	
Blomington	See Note					Based on a "proportional share" of demand created by the development based on identified additional parkland demand at time of development
Woodbury		\$4,000/unit		\$6,500/acre		
West St. Paul	\$3,000/unit	\$2,250/unit	\$2,250/unit	\$12,500/acre		
Richfield	No Park Dedication Fee					



## City of Wayzata City Council Agenda Report

<b>MEETING DATE:</b> April 21, 2026	<b>AGENDA ITEM:</b> 9.b
<b>TITLE:</b> Consider Adoption of Resolution 14-2026 Denying Subdivision by Preliminary Plat at 190 Gleason Lake Road and 121 Gleahaven Road - Tabled from March 10, 2026	
<b>PROPOSED MOTION:</b> Adopt Resolution 14-2026 Denying Subdivision by Preliminary Plat at 190 Gleason Lake Road and 121 Gleahaven Road	
<b>PREPARED BY:</b> Alex Sharpe, Community Development Director	
<b>REVIEWED BY:</b> Aurora Yager, City Manager	

**ACTION REQUESTED:**

The Planning Commission and staff recommend adoption of Resolution 14-2026 denying the subdivision request at 190 Gleason Lake Road and 121 Gleahaven Road.

**FINANCIAL OR BUDGET CONSIDERATION:**

Not Applicable.

**2024-2026 STRATEGIC PLAN PRIORITIES RELEVANCE:**

*Sustain Community Character & Safety*

The City strives to manage thoughtful development that balances property rights with the existing character of Wayzata's unique residential neighborhoods.

**BACKGROUND:**

Lake West Development LLC has submitted an application for a subdivision at 190 Gleason Lake Road and 121 Gleahaven Road on behalf of the property owner, Dave Heil. The proposed subdivision would divide the two existing single-family lots into four separate single-family lots. If approved, the subdivision would create four lots that conform to the zoning requirements of the R-3 District.

The attached staff report provides additional information on the project proposal.

On February 9, 2026, the Planning Commission held a public hearing and directed staff to prepare a Report and Recommendation of denial of the subdivision which was unanimously approved on February 23, 2026.

On March 10, 2026, the City Council tabled the discussion of this item at the request of the applicant. The applicant's letter, which is attached, states that the additional time sought was to complete additional outreach to the surrounding neighborhood, including an additional neighborhood meeting. The applicant prepared additional renderings and other materials for the neighbors, which are attached for Council reference.

**ATTACHMENTS:**

1. Resolution 14-2026 Denying Subdivision at 190 Gleason Lake and 121 Gleahaven
2. Report and Recommendation - 190 Gleason Lake and 121 Gleahaven Subdivision
3. Staff Report
4. Applicant Narrative
5. Plan Set
6. Request for Continuance- Lake West
7. Applicant Attorney Letter
8. Public Comments 3-4-26
9. 3D Rendering Proposed Grading
10. 3D Birdseye Rendering with Side by Side Lot Comparison
11. 3D Renderings Including Sample Architectural Homes

**DRAFT RESOLUTION NO. 14-2026****RESOLUTION DENYING SUBDIVISION REQUEST  
AT 190 GLEASON LAKE ROAD AND 121 GLEAHAVEN ROAD**

**WHEREAS**, Lake West Development LLC (the “Applicant”), on behalf of property owner David Heil, has submitted an application for approval of a preliminary plat for a subdivision of the property at 190 Gleason Lake Road and 121 Gleahaven Road, legally described on Attachment A, (together, the “Property”) that would divide two existing single-family lots into four separate single-family lots; and

**WHEREAS**, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application on February 9, 2026, and adopted a Report and Recommendation to the City Council to deny the Application on February 23, 2026, a copy of which is attached to this Resolution as Attachment B (the “PC Report and Recommendation”).

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Wayzata, Minnesota as follows:

Based on the Application materials, staff reports, public comment and information presented at the public hearing, the standards of the Wayzata Subdivision Ordinance, and the findings and recommendations of the PC Report and Recommendation, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby finds, confirms and memorializes that the Application does not meet all of the applicable standards and requirements of Wayzata’s Subdivision Ordinance.

Based on the foregoing, the Proposed Subdivision requested in the Application (and as defined in the PC Report and Recommendation) is hereby **DENIED**.

Adopted by the Wayzata City Council this 10<sup>th</sup> day of March 2026.

\_\_\_\_\_  
Andrew Mullin, Mayor

ATTEST:

\_\_\_\_\_  
Aurora Yager, City Manager

**ACTION ON THIS RESOLUTION:**

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on March 10, 2026.

---

Kathy Leervig, City Clerk  
SEAL

DRAFT

**Attachment A:**  
Legal Description of Property

Lots 1 and 2, Block 1, Glea Haven Addition.

DRAFT

**Attachment B**  
PC Report and Recommendation

DRAFT



**WAYZATA PLANNING COMMISSION**

**February 23, 2026**

**REPORT AND RECOMMENDATION OF DENIAL OF SUBDIVISION  
AT 190 GLEASON LAKE ROAD AND 121 GLEAHAVEN ROAD**

**REPORT AND RECOMMENDATION**

**Section 1. BACKGROUND**

1.1 Application. Lake West Development LLC (the “Applicant”), on behalf of property owner David Heil, has submitted an application for approval of a preliminary plat for a subdivision of the property at 190 Gleason Lake Road and 121 Gleahaven Road, legally described on Attachment A, (together, the “Property”) that would divide two existing single-family lots into four separate single-family lots.

1.2 Approval Request. The following approval is requested in the Application:

Preliminary Plat for subdivision of the Property into four (4) residential lots (“Preliminary Plat” or “Proposed Subdivision”)

1.3 Property. The street address, property identification number, and owner of the Property are as follows, and the legal description of the Property is attached.

190 Gleason Lake Road	05-117-22-13-0014	David Heil
121 Gleahaven Road	05-117-22-13-0032	David Heil

1.4 Land Use. The Property is zoned and guided as follows:

Zoning:	R-3 Single and Two Family Residential District
Comp Plan:	Low Density Residential (1 to 3 units per acre)
Overlay Districts:	Shoreland Overlay District
Design District:	N/A

- 1.5 Notice and Public Hearing; Neighborhood Notification. Notice of a public hearing on the Application was published in the *Sun Sailor* on January 29, 2026 and mailed to all property owners located within 500 feet of the Property on January 28, 2026. The public hearing on the Application was held at the February 9, 2026 Planning Commission meeting. Although not required, the Applicant sent a neighborhood notification letter regarding the Application to all property owners within 500 feet of the Property and held a neighborhood meeting on February 2 at City Hall.

## Section 2. STANDARDS

### 2.1 Subdivision / Preliminary Plat.

- A. Review and approval of lot combinations and subdivisions of property are governed by the City's Subdivision Ordinance, Part X, Chapters 1001 through 1009 of the City Code (the "Subdivision Ordinance"). In reviewing requests for approval under the Subdivision Ordinance, the Planning Commission shall consider possible adverse effects of the proposed subdivision or lot combination reflected in the preliminary plat. Its judgment shall be based upon, but not limited to, the following factors found in Section 1003.02.E:
1. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.
  2. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets.
  3. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filing or grading.
  4. Existing stands of significant trees shall be retained where possible. Building pads that result from a subdivision or lot combination shall be sensitively integrated into existing trees.
  5. The creation of a lot or lots shall not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas.
  6. The design of a lot, the building pad, and the site layout shall respond to and be reflective of the surrounding lots and neighborhood character.
  7. The lot size that results from a subdivision or lot combination shall not be dissimilar from adjacent lots or lots found in the surrounding neighborhood or commercial area.

8. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of a building proposed on a lot to be divided or combined shall be similar to the characteristics and quality of existing development in the City, a neighborhood or commercial area.
9. The design, scale and massing of buildings proposed on a subdivided or combined lot shall be subject to the architectural guidelines and criteria for the Downtown Architectural District, Commercial and Institutional Architectural Districts, and Residential Architectural Districts and the Design Review Board/City Council review process outline in Section 9 of the Wayzata Zoning Ordinance.
10. The proposed lot layout and building pads shall conform with all performance standards contained herein.
11. The proposed subdivision or lot combination shall not tend to or actually depreciate the values of neighboring properties in the area in which the subdivision or lot combination is proposed.
12. The proposed subdivision or lot combination shall be accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.

### **Section 3. FINDINGS**

Based on the Application materials, staff reports, public comment and information presented at the public hearing, and the standards of the Wayzata Subdivision Ordinance, and Comprehensive Plan, the Planning Commission of the City of Wayzata makes the following findings of fact:

#### **3.1 Proposed Subdivision / Preliminary Plat.**

- A. The Planning Commission finds that there would be significant adverse effects of the Proposed Subdivision based upon the following factors found in Section 1003.02.E of the Subdivision Ordinance:
  1. The Proposed Subdivision is not consistent with the Wayzata Comprehensive Plan's goals of:
    - A. Respecting the existing scale, character and pattern of the City, and recognizing existing neighborhoods (Wayzata Physical Plan).

- B. Relating development/redevelopment to the natural characteristics of the land to enhance the development through the preservation of attractive natural amenities, in this case the slope and topography of the Property (Comprehensive Plan).
1. The Proposed Subdivision would create four narrow lots in place of two existing lots that are smaller than most of the lots in the neighborhood, significantly changing the scale, pattern and character of the neighborhood and leading to homes much closer to each other and the roadways, with two new access points on to Gleahaven Road. One of the lots (Lot 3) of the Proposed Subdivision would also significantly alter the existing elevated area and slope of the Property.
  2. The building pads that would result from the Proposed Subdivision would not minimize filing or grading, but rather require significant grading and filing on proposed Lot 3, which has steep topography.
  3. The creation of four lots on the Property that currently comprises two lots would adversely impact the scale, pattern or character of the surrounding neighborhood by doubling the density of the Property and creating lots that are smaller than most of the surrounding lots.
  4. The size of the lots, the likely building pads, and the site layout within the Proposed Subdivision do not respond well to nor are they reflective of the surrounding lots and neighborhood character, which would support a subdivision with fewer, larger lots, with greater spaces between adjacent homes and driveways.
  5. The lot sizes that would result from the Proposed Subdivision would be dissimilar from most of the larger lots found in the surrounding neighborhood.

#### Section 4. RECOMMENDATION

- 4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **DENIAL** of the Proposed Subdivision requested in the Application.

Adopted by the Wayzata Planning Commission this 23<sup>rd</sup> day of February 2026.

Attachments:

Attachment A: Legal Description of Property

Attachment A  
Legal Description of Property

Lots 1 and 2, Block 1, Glea Haven Addition.



**Staff Report  
Wayzata Planning Commission  
February 9, 2026**

**Project Name:** Glea Haven 2<sup>nd</sup> Addition  
**Approval Request:** Subdivision  
**Applicant:** Lake West Development LLC  
**Addresses of Request:** 190 Gleason Lake Road and 121 Gleahaven Road  
**Applicant's Representative:** Kelsey Thompson  
**Property Owner:** David Heil  
**Prepared by:** Nick Kieser, Parks and Environment Planner

**“60 Day” Decision Deadline:** March 14, 2026

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**Development Application Introduction**

Lake West Development, LLC has submitted an application for a subdivision at 190 Gleason Lake Road and 121 Gleahaven Road on behalf of the property owner, Dave Heil. The proposed subdivision would divide the two existing single-family lots into four separate single-family lots. If approved, the subdivision would create four lots that conform to the requirements of the R-3 Zoning District.

The property identification number and owner of the properties are as follows:

Address	PID	Owner
190 Gleason Lake Road	05-117-22-13-0014	David Heil
121 Gleahaven Road	05-117-22-13-0032	David Heil

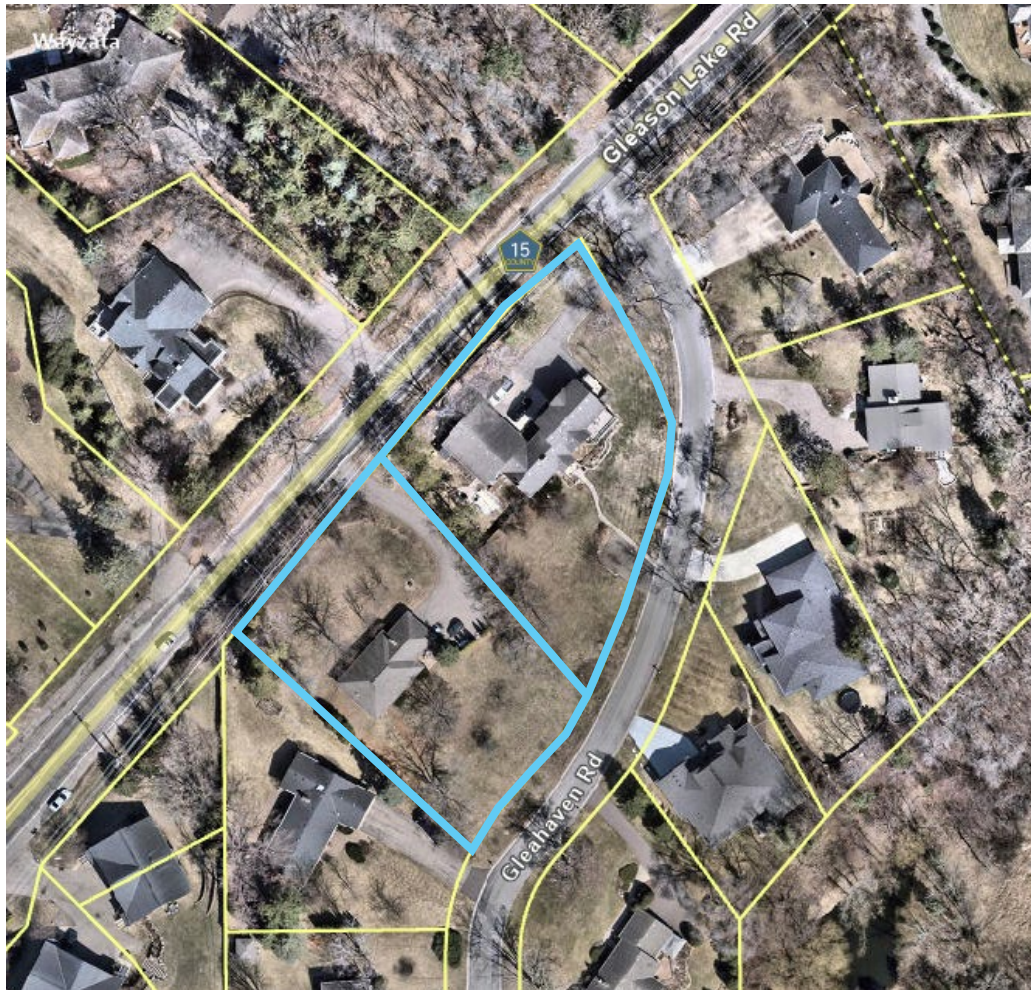
The current zoning and comprehensive plan land use designation for the property is as follows:

Current Zoning:	R-3 Single and Two Family Residential District
Comprehensive Plan Designation:	Low Density Residential (1 to 3 units per acre)
Overlay Districts:	Shoreland Overlay District
Design District:	N/A

### Project Location

The subject parcels are located on the southeast side of Gleason Lake Road along Gleahaven Road. Access to 121 Gleahaven Road is provided from Gleason Lake Road, while access to 190 Gleason Lake Road is provided from Gleahaven Road.

### *Map 1: Project Location*



*Source: Hennepin County*

### Application Requests

As part of the development application, the applicant is requesting approval of the following item:

1. **Subdivision §1001.02:** The applicant is requesting a Subdivision to create four parcels from the existing two parcels.

### Public Hearing Notice

Notice of the public hearing on the Application was published in the *Sun Sailor* on January 29, 2026. The public hearing notice was mailed to all property owners located within 500 feet of the subject property on January 28, 2026.

### Neighborhood Notification

Although not required, the applicant sent a neighborhood notification letter regarding the proposal to all property owners within 500 feet from the subject properties. A neighborhood meeting was held by Lake West on Monday, February 2 at City Hall to discuss the project.

The applicant reported that only one stakeholder attended the neighborhood meeting. The attendee raised questions regarding drainage, the construction timeline, the appearance of the proposed homes, and the history of the R-3 Zoning District in the neighborhood.

### Public Comment

As of February 4, staff has received four separate public comments regarding the subdivision application. The public comments are attached to the agenda packet for review. The public comments provided are against the proposed subdivision. The general concerns regarding the application are listed below:

- Increased density
- Safety and traffic concerns
- Tree removal
- Reduced property values
- Out of neighborhood character

### **Existing Conditions**

Each of the existing lots contains a single-family home and together encompass a total area of 61,499 square feet (1.41 acres), excluding the right-of-way. Access to 190 Gleason Lake Road is provided via a driveway from Gleahaven Road, while access to 121 Gleahaven Road is provided via a driveway from Gleason Lake Road. The existing homes comply with all requirements of the R-3 Zoning District, including setbacks and impervious surface limitations. A total of 27 trees were surveyed across the two lots, three of which are classified as Heritage trees.

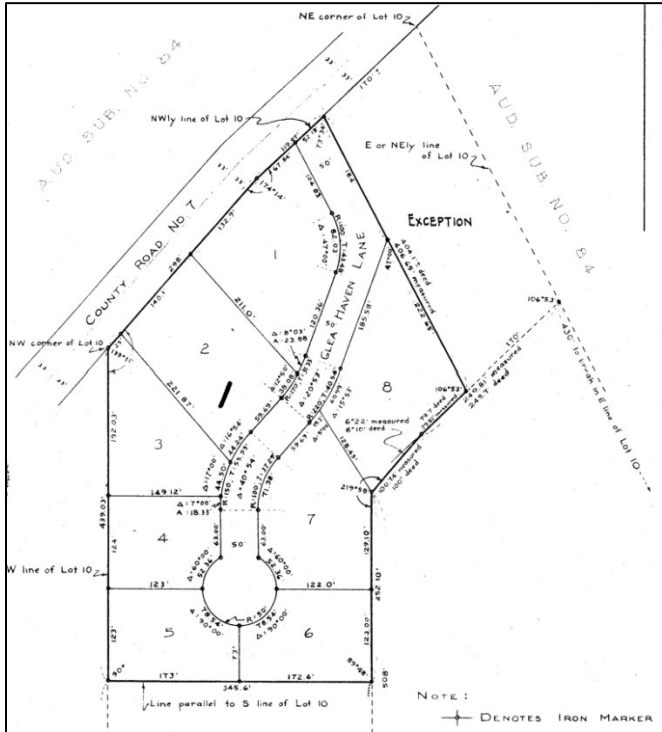
### Gleahaven Subdivision History

The original Gleahaven Subdivision, approved in 1956, created eight parcels along Gleahaven Lane. The road name was changed from Gleahaven Lane to Gleahaven Road as it is currently named now. As depicted in the recorded plat image below, the northeastern property within this subdivision was exempt from the subdivision at that time.

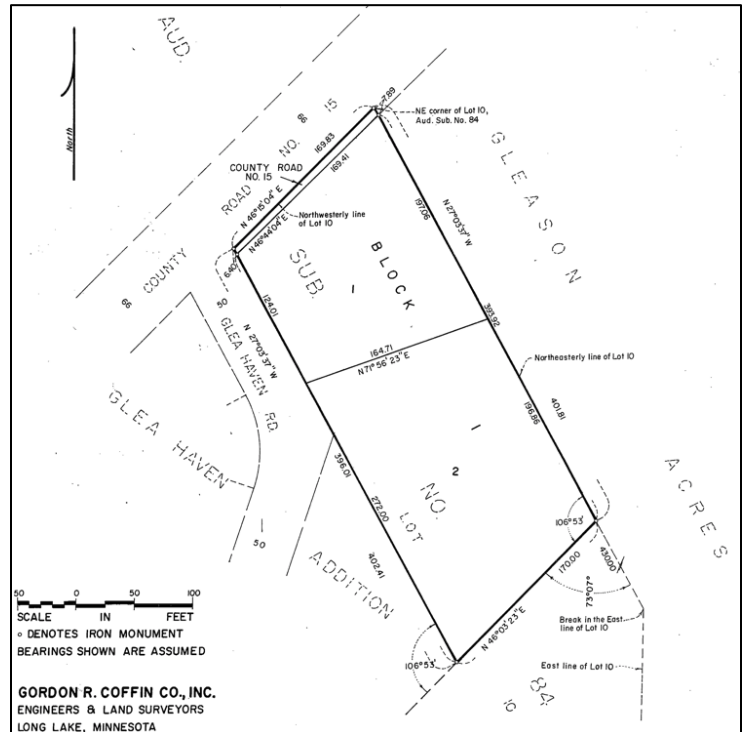
In 1971 the neighborhood was zoned R-2, the next available records from 1980 show that the neighborhood was zoned R-3.

In 1983, the previously exempt property within the original Glea Haven Subdivision was subdivided from a single parcel into two parcels, as shown in the plat image below, known as the Goodwin Addition. These two parcels now have access from Gleahaven Road.

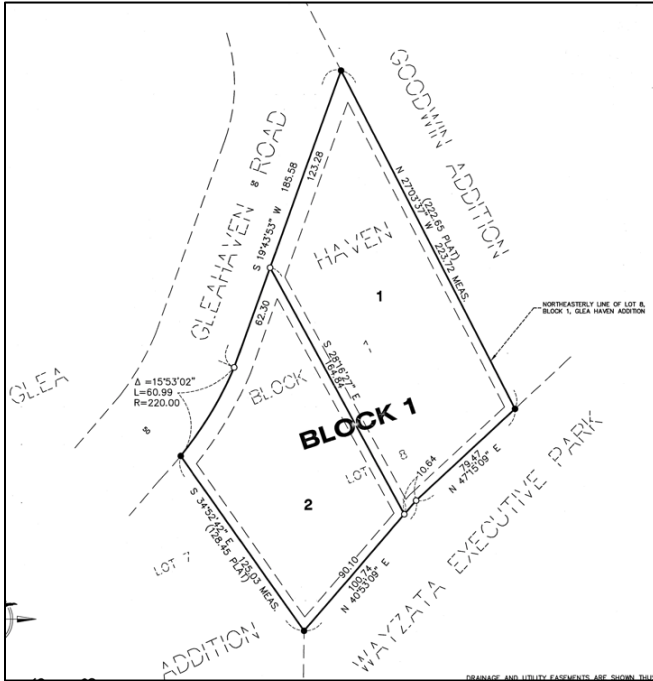
Since sometime between 1971 and 1980, the subject properties and neighboring lots have been zoned R-3. The R-3 zone has reduced lot area and setback requirements that have allowed the previously noted subdivisions to meet requirements.



1956 Subdivision – Glea Haven



1983 Subdivision – Goodwin Addition



2013 Subdivision – Glea Haven 2<sup>nd</sup> Addition

In 2013, Lot 8 from the original Glea Haven Subdivision was subdivided from one parcel into two parcels, as shown in the plat image below, referred to as the Glea Haven 2nd Addition.

Past Application

In 2017, the property owners of 190 Gleason Lake Road and 121 Gleahaven Road submitted a development application to subdivide the two properties into five single-family residential lots. The City Council denied the application under Resolution 38-2017. According to the findings in the Planning Commission Report and Recommendation, the application was denied based on the following considerations:

- The proposed building pads would have negative impacts on sensitive areas
- The proposed building pads would require significant alteration of natural topography and require significant filing and grading.
- A substantial number of trees would be removed.
- The proposed lots were significantly smaller than the existing lots in the neighborhood which would adversely impact the scale, pattern, and character of the surrounding neighborhood.
- The surrounding lots are significantly larger and are wooded lots.
- The average proposed lot size was 12,290 square feet compared to the average existing lot size within the neighborhood being 22,089 square feet.

Topography

The site’s highest elevation is located on the southern lot at an elevation of 986 feet. The topography slopes down to the northern most lot to an elevation of 966 feet. The lowest elevation is located at the street level on Gleahaven Road near the north end of the

properties. This represents a total elevation change of 20 feet across the properties, including the right-of-way.

According to the proposed plans, the ground floor elevation of Lot 4 is 985 feet, while the ground floor elevation of Lot 1 is 970.5 feet, indicating that the ground floor elevations of the proposed homes appear to reflect the existing home grades. Upon issuance of a building permit, the applicant will be required to submit cut and fill calculations to the Engineering Department, detailing the amount of grading necessary for each lot.

Zoning District

The properties are zoned R-3 Single and Two Family Residential District. The purpose of this district is to “provide a district for high density single family dwelling units and to introduce on a restricted basis, two family dwelling units, accessory dwelling units, and directly related, complementary uses.”

Land Use Designation

The 2040 Comprehensive Plan land use designation for the site is Low Density Residential. This category represents the single-family home developments within and in close proximity to the community core. Densities within the category range from 1 to 3 units per acre. The primary residential structure of this category is single-family units.

The proposed subdivision has a density of 2.84, which complies with the Low Density Residential land use designation.

**Proposed Subdivision**

The applicant is proposing to subdivide the property into four new single-family lots. This application is subject to the preliminary and final plat approval process. The submitted preliminary plat illustrates the proposed lots and the approximate building pads for each lot. These building pads are provided for reference purposes only; the exact home configurations will be determined at the time of building permit submittal and must comply with all requirements of the R-3 Zoning District.

The tables below present the requirements of the R-3 Zoning District and the Shoreland Overlay District, along with the proposed lot dimensions, areas, and conformance to those requirements.

	<b>R – 3 Requirement</b>	<b>Lot 1</b>	<b>Lot 2</b>	<b>Lot 3</b>	<b>Lot 4</b>
<b>Lot Size</b>	9,000 sf	15,580 sf	14,107 sf	15,769 sf	15,996 sf
<b>Lot Width</b>	60 feet	87 feet	75 feet	75 feet	75 feet
<b>Lot Depth</b>	100 feet	173.58 feet	173.58 feet	202.58 feet	212.83 feet
<b>Lot Coverage</b>	30%	16.05%	17.72%	15.85%	15.63%
<b>Impervious Surface</b>	35%	23.18%	29.43%	28.58%	28.33%

R-3 Setback Requirement	
Front Yard Setback	20 Feet
Side Yard Setback	10 Feet
Front Yard Setback	20 Feet

Each home that is constructed would be required to meet these setback requirements along with the additional R-3 Zoning District requirements.

	Shoreland Overlay District Requirement	Lot 1	Lot 2	Lot 3	Lot 4
Impervious Surface	25%*	23.18%	29.43%	28.58%	28.33%

\*The lots may exceed 25% impervious surface, up to the maximum allowed 35% under the R-3 Zoning District, provided that stormwater management measures are implemented and approved by the Engineering Department.

Tree Preservation

A total of 26 trees are located on the two parcels, in addition to one Ash tree situated within the right-of-way at the northern end of the subdivision that is not included in the replacement calculations and is planned to be preserved. Based on the City Forester’s review, two trees are classified as exempt to the replacement calculations due to their species and condition. In addition, one tree on the property is designated as a Heritage tree and will be preserved.

For new home construction, tree replacement requirements are evaluated on a lot-by-lot basis. The tables below provide a summary of significant tree removal and the corresponding tree replacement requirements for each lot.

Lot 1	
Total Significant Tree Inches	55.5 inches
Total Significant Tree Removal	0
Removal Allowance (25%)	13.88
Replacement Required	0

Lot 2	
Total Significant Tree Inches	92.5 inches
Total Significant Tree Removal	27
Removal Allowance (25%)	23.13
Replacement Required	3.88

Lot 3	
<b>Total Significant Tree Inches</b>	99 inches
<b>Total Significant Tree Removal</b>	82
<b>Removal Allowance (25%)</b>	24.8
<b>Replacement Required</b>	57.3

Lot 4	
<b>Total Significant Tree Inches</b>	87 inches
<b>Total Significant Tree Removal</b>	30
<b>Removal Allowance (25%)</b>	21.8
<b>Replacement Required</b>	8.3

In total, 69.5 inches of tree replacement are required across the properties. Based on the tables above, the majority of the tree replacement would be required on Lot 3. As this proposal involves a subdivision, staff is recommending that the required tree replacement inches be distributed among all lots, rather than concentrating a significant portion of the replacement on Lot 3. If the subdivision were to be approved, this would allow for better screening from a county roadway and all of the lots created to have a more proportional distribution of trees rather than the concentration on a single lot.

The applicant proposes to install the equivalent of 71.5 tree inches across the site, consisting of a total of 25 trees. This proposed replacement plan meets the applicable code requirements for the amount of tree removal associated with the project.

Stormwater

In 2016, a street improvement project was completed for Gleahaven Road, which included the installation of an underground stormwater management facility within the right-of-way of 190 Gleahaven Road. This facility would be protected as part of the proposed project. Should any of the proposed lots exceed 25% impervious surface, the builder will be required to implement additional stormwater management measures on the affected lot. Furthermore, each lot exceeding the 25% impervious surface threshold must enter into a Stormwater Management Maintenance Agreement.

The applicant has indicated that, as part of building construction, an underground storage facility will be installed to enhance stormwater management for the proposed homes.

Surrounding Neighborhood

The Gleahaven Road cul-de-sac currently serves 11 homes, one of which has driveway access from Gleason Lake Road. With the proposed subdivision, the total number of homes would increase to 13, all of which would have access from Gleahaven Road.

The table below presents the areas of the existing lots, as well as the proposed lot sizes for the subdivision.

Address	Area (square feet)
<b>106 Gleahaven Road</b>	38,126
<b>140 Gleahaven Road</b>	26,277
<b>100 Gleahaven Road</b>	26,078
<b>133 Gleahaven Road</b>	21,213
<b>160 Gleahaven Road</b>	19,305
<b>167 Gleahaven Road</b>	19,249
<b>108 Gleahaven Road</b>	17,606
<b>155 Gleahaven Road</b>	17,572
<b>110 Gleahaven Road</b>	13,381
<b>Proposed Lot 1</b>	15,580
<b>Proposed Lot 2</b>	14,107
<b>Proposed Lot 3</b>	15,769
<b>Proposed Lot 4</b>	15,996

#### Engineering Department Comments

The Engineering Department provided the following comments for this development application:

1. When application is made for permits for individual lots, grading/earthwork quantities will be required for each lot. List cut volumes separate from fill volumes.
2. The existing water services (2) are ¾ inch services, extended from Gleason Lk Rd (Co Rd 15). These services must be permanently abandoned and physically disconnected from the water main (within 1-foot) when the existing houses are demolished. This work will require a utility permit from the City of Wayzata and a ROW permit from Hennepin County.
3. Water and sewer services to serve the new lots must be extended from water and sewer mains in the Gleahaven Road ROW. The existing sewer services (2) may be reused with approval from the Wayzata Utility Department (submit televising footage for review). This work will require utility permits and ROW excavation permits from the City of Wayzata.
4. Existing underground stormwater management facilities are present in the Gleahaven Road ROW adjacent to 190 Gleason Lake Road and shall be protected. See attached construction drawings from 2016 and show the facilities on utility and grading plans prior to applying for permits for individual lots.
5. When application is made for permits for individual lots, if proposed impervious surfaces exceed 25.0%, stormwater management will be required as well as a formal Storm Water Facilities Maintenance Agreement between the property owner and the City of Wayzata.
6. A separate ROW excavation permit is required from the City of Wayzata for any work in the Gleahaven Road ROW, including for driveway/curb cuts,

landscaping, and excavations required for utility work. Inspections of forms for concrete are required before concrete is poured, and inspections are required on aggregate base before street or curb paving or patching occurs. Milled lap-joints are required on all bituminous street patches.

7. Any work proposed in the Gleason Lake Road/Co Rd 15 ROW will require a permit from Hennepin County, including excavation work related to utilities and removal of existing driveways and subsequent restoration.
8. Due to the steep terrain, multiple rows of bio-logs or silt fence will be required along the west side of the site grading limits. Use bio-logs to anchor the silt fence rather than machine slicing the silt fence into the soil where tree roots are present.

Many of these comments would be applicable to the building permit process and would be incorporated into a Development Agreement for this subdivision.

### **Analysis of Application Requests**

Subdivision (§1001.02) The City's Subdivision Ordinance regulates blocks, lots, easements, park dedication, sidewalks, streets, and utilities. No new blocks are created with this proposal. The proposed lots and utilities meet all of the standards of the Subdivision Ordinance.

### Easements

The applicant will need to provide standard drainage and utility easements adjacent to all new property lines which are shown in the plan set submitted by the applicant.

### Park Dedication (§1006.15)

As a prerequisite to final plat approval, applicants for a subdivision of land shall dedicate land for parks, playgrounds, public open spaces or trails and/or shall make a cash contribution to the City's Park Fund. When a subdivision is too small for practical dedication of public land, the applicant may be required to pay an equivalent cash fee for all or part of the portion to be dedicated based on the fair market value of the land on the day of the final plat approval.

For this application, staff does not propose any land to be dedicated for park dedication, so instead a cash contribution is requested.

### **Standards of Planning Commission Review of Application Requests**

#### Subdivision Planning Commission Criteria (§1003.02.E)

1. The proposed subdivision or lot combination shall be consistent with the Wayzata Comprehensive Plan.
2. Building pads that result from a subdivision or lot combination shall preserve sensitive areas such as lakes, streams, wetlands, wildlife habitat, trees and vegetation, scenic points, historical locations, or similar community assets.

3. Building pads that result from subdivision or lot combination shall be selected and located with respect to natural topography to minimize filing or grading.
4. Existing stands of significant trees shall be retained where possible. Building pads that result from a subdivision or lot combination shall be sensitively integrated into existing trees.
5. The creation of a lot or lots shall not adversely impact the scale, pattern or character of the City, its neighborhoods, or its commercial areas.
6. The design of a lot, the building pad, and the site layout shall respond to and be reflective of the surrounding lots and neighborhood character.
7. The lot size that results from a subdivision or lot combination shall not be dissimilar from adjacent lots or lots found in the surrounding neighborhood or commercial area.
8. The architectural appearance, scale, mass, construction materials, proportion and scale of roof line and functional plan of a building proposed on a lot to be divided or combined shall be similar to the characteristics and quality of existing development in the City, a neighborhood or commercial area.
9. The design, scale and massing of buildings proposed on a subdivided or combined lot shall be subject to the architectural guidelines and criteria for the Downtown Architectural District, Commercial and Institutional Architectural Districts, and Residential Architectural Districts and the Design Review Board/City Council review process outline in Chapter 909 of the Wayzata Zoning Ordinance.
10. The proposed lot layout and building pads shall conform with all performance standards contained herein.
11. The proposed subdivision or lot combination shall not tend to or actually depreciate the values of neighboring properties in the area in which the subdivision or lot combination is proposed.
12. The proposed subdivision or lot combination shall be accommodated with existing public services, primarily related to transportation and utility systems, and will not overburden the City's service capacity.

### **Action Steps**

After considering the items outlined in this report, holding the public hearing on the application, and discussing the requests of the Application, the Planning Commission should direct staff to prepare a draft *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the proposed subdivision, for review and adoption at the next Planning Commission meeting.

### **Attachments**

1. Applicant Narrative
2. Subdivision Plan Set

### **Applicable Code Provisions for Review**

Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval. Listed below are additional code provisions to review as part of this development application.

#### Subdivision Purpose (§1001.02.A):

1. To encourage well planned, efficient and attractive subdivisions, by establishing adequate and impartial standards for design and construction.
2. To provide for the health and safety of residents, by requiring properly designed streets and adequate sewer and water service.
3. To place the cost of improvements against those benefiting from their construction
4. To secure the rights of the public with respect to public lands and waters.
5. To set the minimum requirements necessary to protect the public health, safety, comfort, convenience and general welfare.

#### Subdivision Goals (§1001.02.B):

1. Preserve and enhance Wayzata's "small town" character (Comprehensive Plan).
2. Respect the existing scale, character and pattern of the City, recognizing existing neighborhoods and commercial areas (Wayzata Physical Plan).
3. Provide a balanced housing supply available for all people no matter their income, age, race or ethnicity (Comprehensive Plan).
4. Support a pedestrian environment at a human, not automotive scale (Wayzata Physical Plan).
5. Relate development/redevelopment to the natural characteristics of the land to enhance the development through the preservation of attractive natural amenities (i.e., lakes, wetlands, creeks, wooded areas, slopes, etc.) (Comprehensive Plan).

# LAKE WEST DEVELOPMENT, LLC

January 12, 2026

**Subject:** Narrative for Preliminary Plat Application for the Heil’s Properties to be known as GLEA HAVEN 3<sup>RD</sup> ADDITION located at 190 Gleason Lake Road and 121 Gleahaven Road in Wayzata

**Existing Legal Descriptions:** Glea Haven Addition Lot 1 and Lot 2 Block 1

**Development Team:**

Property Owner: David Heil  
 Developer & Applicant: Lake West Development LLC  
 Engineer/Surveyor: Sathre Berquist

**Brief Summary:**

Lake West is proposing to remove the two existing rental properties located at the subject properties and subdivide the land for improved utilization. While an earlier concept contemplated a 6-lot subdivision (see below), the materials attached to this narrative reflect a fully compliant 4-lot subdivision.

**Background:**

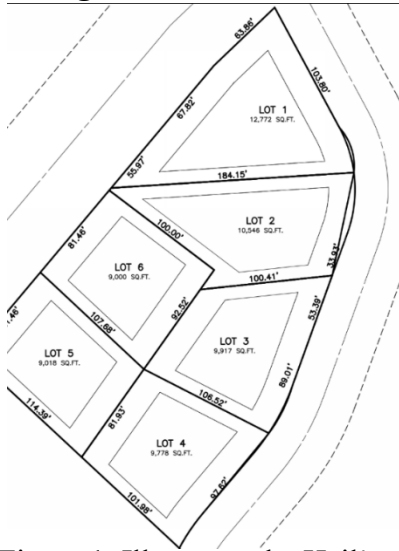


Figure 1. Illustrates the Heil’s original 6-lot submittal

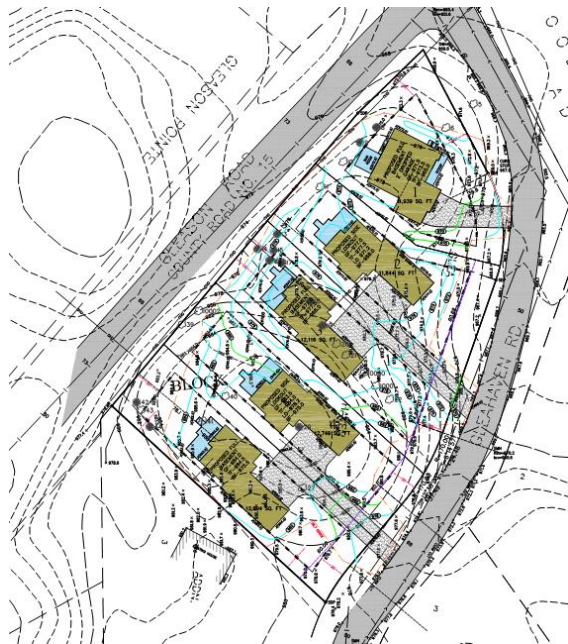
In 2017, the Heil’s submitted a proposal to subdivide the two properties into six single-family residential properties, creating four additional lots (See Figure 1). This concept met the purpose and requirements for the R-3 zoning regulations, which allow a minimum lot size of 9,000 square feet. However, the Heil’s did not proceed with the 6-lot plan.

Historically and currently, the two properties have been rentals (See Figure 2, below). The R-3 Zoning District allows for both Single-Family and Two-Family/Duplex Residential Homes.

Figure 2. Aerial image of the two subject rental properties outlined in red, totaling 1.411 acres



After evaluating both a 5-lot and 4-lot option, Lake West worked closely with the City Development Director and met with neighbors within and around the Glea Haven neighborhood. Based on this, the decision was made to pursue a 4-lot plan. Neighbors expressed concerns with the continued use of the properties as rentals and indicated a preference for owner-occupied, single-family homes. When asked to compare the 6-lot, 5-lot, and 4-lot plans, the general consensus favored the 4-lot plan for a variety of reasons. Site plan comparisons are provided below.



<b>Lot 1</b>	
Lot Area	= 11,939 S.F.
House Area	= 2,500 S.F.
Driveway	= 1,000 S.F.
Misc Walks	= 150 S.F.
Total Area	= 3,650 S.F.
Coverage	= 30.57%

<b>Lot 2</b>	
Lot Area	= 11,844 S.F.
House Area	= 2,500 S.F.
Driveway	= 1,450 S.F.
Misc Walks	= 150 S.F.
Total Area	= 4,100 S.F.
Coverage	= 34.62%

<b>Lot 3</b>	
Lot Area	= 12,116 S.F.
House Area	= 2,500 S.F.
Driveway	= 1,450 S.F.
Misc Walks	= 150 S.F.
Total Area	= 4,128 S.F.
Coverage	= 34.07%

<b>Lot 4</b>	
Lot Area	= 12,749 S.F.
House Area	= 2,500 S.F.
Driveway	= 1,400 S.F.
Misc Walks	= 150 S.F.
Total Area	= 4,050 S.F.
Coverage	= 31.77%

<b>Lot 5</b>	
Lot Area	= 12,804 S.F.
House Area	= 2,500 S.F.
Driveway	= 1,400 S.F.
Misc Walks	= 150 S.F.
Total Area	= 4,050 S.F.
Coverage	= 31.63%

Figure 3. Illustrates a 5-lot Residential Plan meeting the 9,000 s.f. R-3 Zoning Requirements with average lot sizes of approximately 12,000 s.f..



Figure 4. Illustrates a 4-lot Residential Plan meeting the 9,000 s.f. R-3 Zoning Requirements with average lot sizes of about 15,000 s.f..

See below for lot information and details.

**Benefits and Information/Details:**

The proposed 4-lot plan removes the rental homes and replaces them with four for-sale, market-rate single-family homes. This results in a net increase of two lots. The average lot size is approximately 15,000 square feet, and the homes will range between 3,800 and 4,700 SF. The development is compliant with the R-3 zoning requirements, density guidance, grading standards, and shoreland overlay district requirements, while remaining consistent with the character of the neighborhood. In addition, the plan introduces stormwater management through an underground storage facility, treating run-off that is currently unmanaged. This plan asks for no variances and removes the uncontrolled driveway access off of the county road.

Overall Property Area = 1.411 Acres

Area Per Lot=

- Lot 1: 15,580 s.f.
- Lot 2: 14,107 s.f.
- Lot 3: 15,769 s.f.
- Lot 4: 15,996 s.f.

Density = 2.835 Units per Acre (Guided Density is between 1 and 3 units per acre)

**Character of the Neighborhood:**

An analysis of the surrounding neighborhood was completed, reviewing the property type, lot area, width, depth, and driveway configuration (shared or single). There are nine other homes on Gleahaven with all of the existing lots exceeding the 9,000 SF minimum, ranging between 13,000 SF and 38,000 SF. The lot width varies between 75 feet wide to a few being around 130 feet wide, all meeting the 60-foot minimum lot width requirement. There is a mixture of ramblers and two-story homes within the neighborhood. Other than the subject properties, all homes are owner-occupied, single family.

Table 1. Overview of R-3 Zoning Ordinance

<b>R-3 SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT</b>			
	Area (Sq Ft)	Width (Ft)	Depth (Ft)
Single-Family:	9,000	60	100
Two-Family/Duplex:	18,000	100	100
Setbacks:	FY 20: Ft	SY: 10 Ft	RY: 20 Ft
Purpose:	The purpose of the R-3 Single Family and Two Family Residential District is to provide a district for high density single family dwelling units		

A 2-lot subdivision was approved in 2014 directly across the road from the subject properties creating a 13,381 square foot lot and a 17,606 square foot lot with an overall density of 2.81 units per acre. These “newer” 2-story construction homes were built in 2014 and 2015.



Figure 5. Aerial of recently approved 2-lot subdivision, the 13,381 square foot lot is outlined in blue. The 17,606 lot is adjacent to the Northeast.

**Anticipated Project Timeline:**

Application Submittal: January 12, 2026  
Neighborhood Meeting: February 2, 2026  
Planning Commission: February 9, 2026  
City Council: March 10, 2026

**Conclusion:**

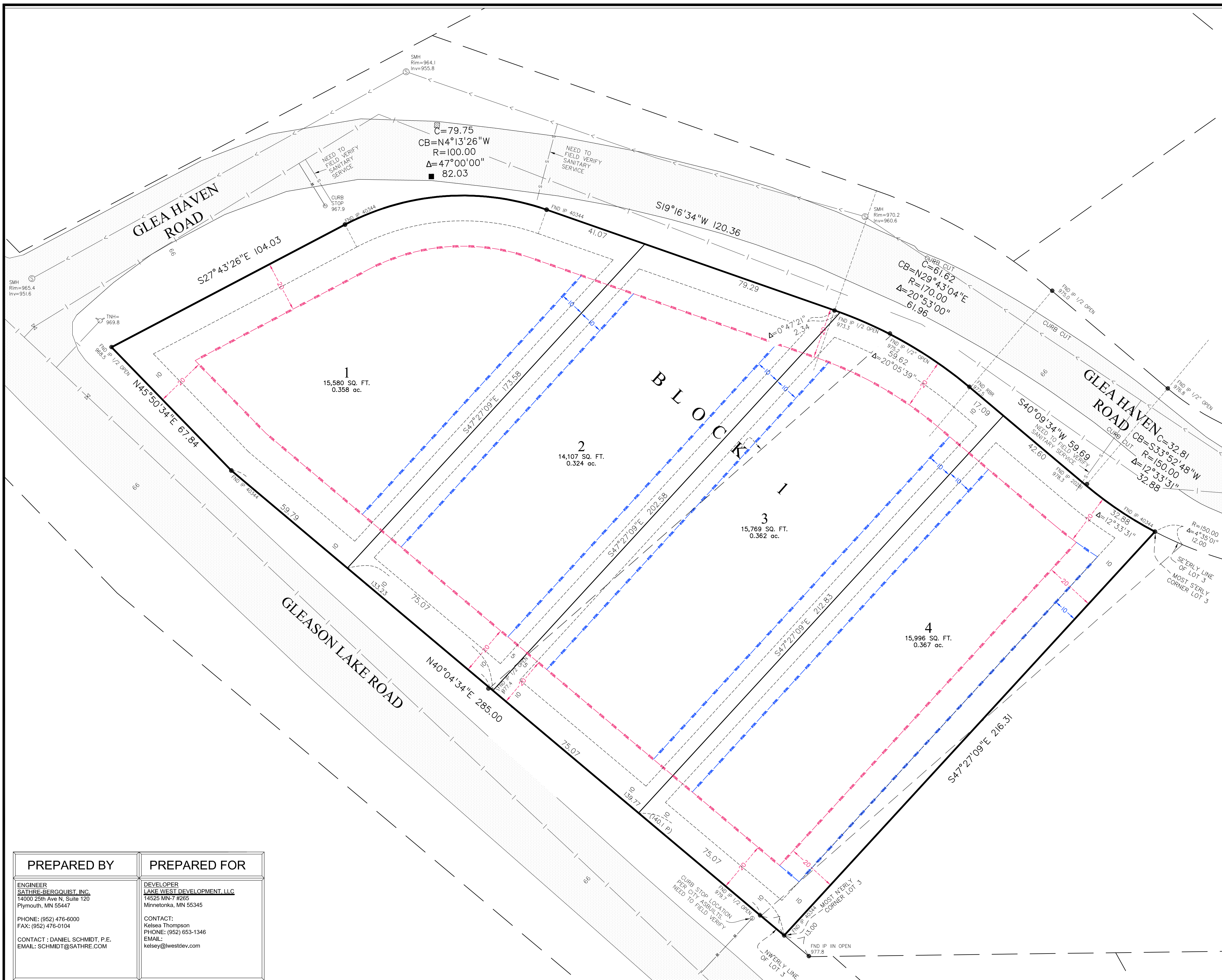
Lake West and the development team appreciate the City’s review of this narrative and our application submittal package. While earlier concepts explored 6-lot and 5-lot layouts, significant effort was made to design a plan that best fits the neighborhood and fully complies with City code. The resulting 4-lot plan requires no variances, rezoning, or comprehensive guide plan amendments and aligns with established density guidance. We welcome any questions or feedback.

Sincerely,

A handwritten signature in blue ink that reads "Kelsey J. Thompson". The signature is fluid and cursive, with a long horizontal line extending to the right.

Kelsey Thompson  
Development Director

Cc: Dave Heil, Property Owner  
Dan Schmidt, Sathre Berquist  
Curt Fretham, Lake West



**DESCRIPTION OF PROPERTY SURVEYED**

Parcel 1 - Lot 1, Block 1, GLEA HAVEN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.  
 Parcel 2 - That part of Lots 2 & 3, Block 1, GLEA HAVEN ADDITION, lying northeasterly of the following described line

Beginning at a point on the northwesterly line of said Lot 3 a distant of 12 feet southwesterly of most northerly corner thereof; thence southeasterly to a point on the southeasterly line of said Lot 2 a distant of 12 feet northeasterly of the most southerly corner thereof and said line there terminating.

- Site Addresses:** 190 Gleason Lake Road, Wayzata, Minnesota 55391  
121 Glea Haven Road, Wayzata, Minnesota 55391
- Flood Zone Information:** This property appears to lie in Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0326F, effective date of November 4th, 2016.
- Parcel Area Information:** Gross Area: 61,452 s.f. ~ 1.411 acres

Existing Parcels	
190 Gleason Lake Road:	31,643 s.f. ~ 0.727 acres
121 Glea Haven Road:	29,809 s.f. ~ 0.684 acres
<b>Total:</b>	<b>61,452 s.f. ~ 1.411 acres</b>

Proposed Lots:	
Lot 1:	15,580 s.f. ~ 0.358 acres
Lot 2:	14,107 s.f. ~ 0.324 acres
Lot 3:	15,769 s.f. ~ 0.362 acres
Lot 4:	15,996 s.f. ~ 0.367 acres
<b>Total:</b>	<b>61,452 s.f. ~ 1.411 acres</b>

Units per acre  
 Number of lots 4  
 Total Area (ac): 1.411  
 Units per acre = Number of lots / Total Area (ac)  
 Units per acre = 2.835

- Benchmark:** Elevations are based on MN/DOT Geodetic Station Name: ROGER MN053 which has an elevation of: 993.879 feet (NAVD88).
- Zoning Information:** The current Zoning for the subject property is R-3 (Single and Two Family Residential District) per the City of Wayzata's zoning map dated April 28th, 2015. The setback, height, and floor space area restrictions for said zoning designation were obtained from the City of Wayzata found on their web site on the date of February 22nd, 2017 and are as follows:  
 Principal Structure Setbacks - Front: 20 feet (Glea Haven Road)  
 Side: 10 feet  
 Rear: 20 feet  
 Height: 30 feet  
 Building Coverage: 30 percent of lot area  
 Hardcover: 35 percent of lot area

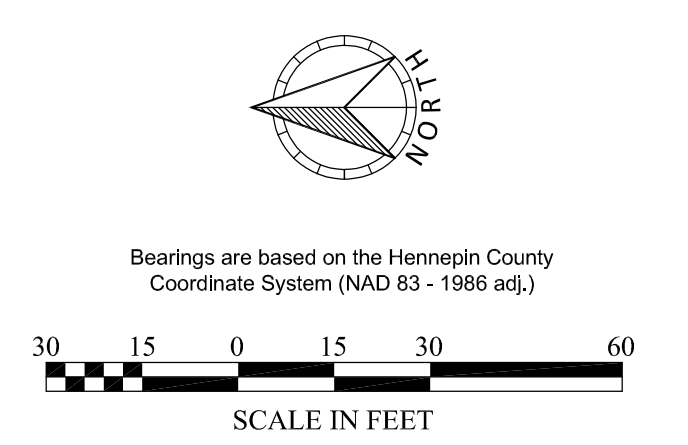
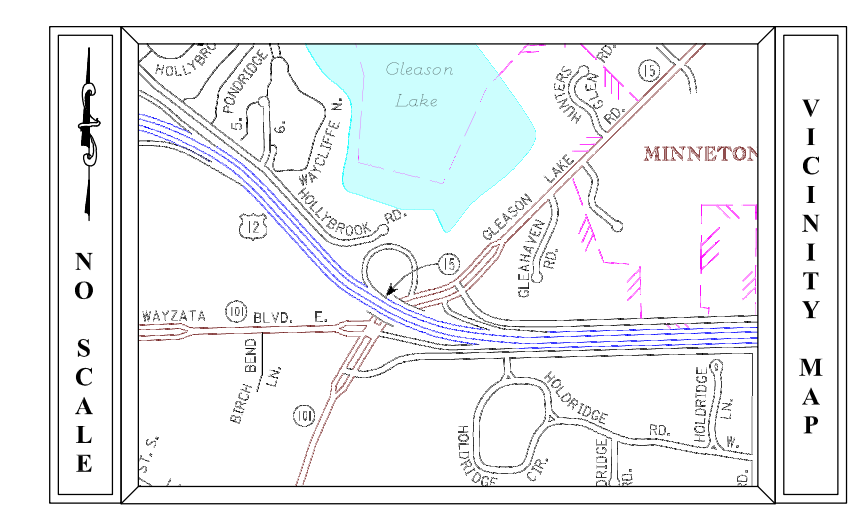
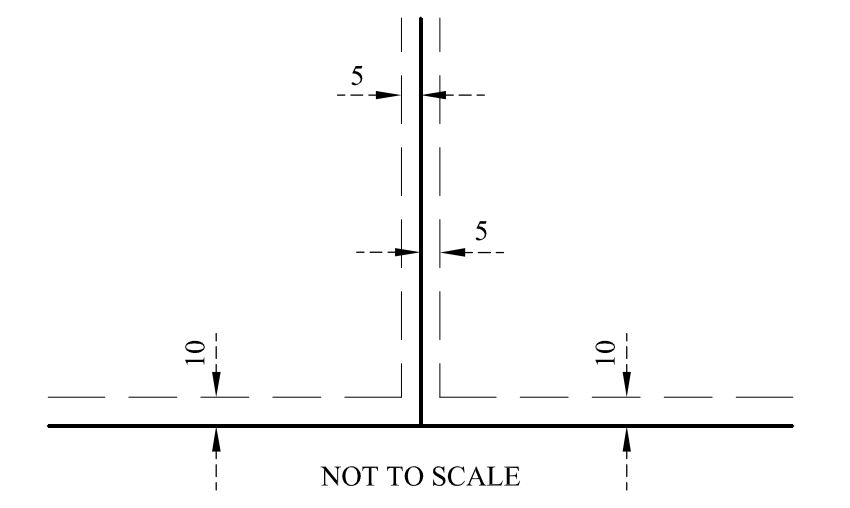
Please note that the general restrictions for the subject property may have been amended through a city process. We could be unaware of such amendments if they are not in a recorded document provided to us. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site.

- Utilities:** We have shown the location of utilities on the surveyed property by observed evidence only. There may be underground utilities encumbering the subject property we are unaware. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercised before any excavation takes place on or near this site. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002.

**190 Gleason Existing Hardcover**  
 Lot Area = 31,643 S.F.  
 House Area = 3,433 S.F.  
 Screen Porch = 313 S.F.  
 Bituminous Area = 2,667 S.F.  
 Concrete Area = 1,704 S.F.  
 Stoop Area = 58 S.F.  
 Deck Area = 330 S.F.  
 Total Area = 8,505 S.F.  
 Coverage = 26.88%

**121 Glea Haven Existing Hardcover**  
 Lot Area = 29,809 S.F.  
 House Area = 1,815 S.F.  
 Bituminous Area = 3,289 S.F.  
 Stoop Area = 52 S.F.  
 Shed Area = 96 S.F.  
 Pavers Area = 613 S.F.  
 Total Area = 5,865 S.F.  
 Coverage = 19.68%

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



**SURVEY LEGEND**

● CAST IRON MONUMENT	WOE WALKOUT ELEVATION	BITUMINOUS
▣ CATCH BASIN	FFE FIRST FLOOR ELEVATION	BUILDING SETBACK LINE
◁ FLARED END SECTION	GFE GARAGE FLOOR ELEVATION	CTV CABLE TV
⊗ GATE VALVE	TOF TOP OF FOUNDATION ELEV.	CONCRETE CURB
— GUY WIRE	LOE LOWEST OPENING ELEV.	CONCRETE
⊕ HYDRANT	▣ CABLE TV PEDESTAL	CONTOUR EXISTING
○ SURVEY MONUMENT SET	⊠ ELECTRIC TRANSFORMER	CONTOUR PROPOSED
● SURVEY MONUMENT FOUND	⊠ ELECTRIC MANHOLE	GUARD RAIL
△ SURVEY CONTROL POINT	⊕ ELECTRIC METER	DT DRAIN TILE
⊙ LIGHT POLE	⊕ GAS METER	ELC ELECTRIC UNDERGROUND
⊙ POWER POLE	⊕ GAS VALVE	FENCE
⊕ SANITARY MANHOLE	⊕ HAND HOLE	FO FIBER OPTIC UNDERGROUND
⊕ SANITARY CLEANOUT	⊕ SOIL BORING	GAS GAS UNDERGROUND
⊕ SIGN	⊕ TREE CONIFEROUS	OVERHEAD UTILITY
⊕ SIGN	⊕ TREE DECIDUOUS	RAILROAD TRACKS
⊕ GROUND ELEVATION	⊕ TELEPHONE MANHOLE	→ SANITARY SEWER
⊕ STORM DRAIN	⊕ TELEPHONE PEDESTAL	→ STORM SEWER
⊕ STORM MANHOLE	⊕ TRAFFIC SIGNAL	TEL TELEPHONE UNDERGROUND
⊕ YARD LIGHT	⊕ UTILITY MANHOLE	UTL UTILITY UNDERGROUND
⊕ A/C UNIT	⊕ UTILITY PEDESTAL	WATERMAIN
⊕ WELL		

PREPARED BY	PREPARED FOR
ENGINEER <b>SATHRE-BERGQUIST, INC.</b> 14000 25th Ave N, Suite 120 Plymouth, MN 55447  PHONE: (952) 476-6000 FAX: (952) 476-0104  CONTACT: DANIEL SCHMIDT, P.E. EMAIL: SCHMIDT@SATHRE.COM	DEVELOPER <b>LAKE WEST DEVELOPMENT, LLC</b> 14525 MN-7 #265 Minnetonka, MN 55345  CONTACT: Kelsey Thompson PHONE: (952) 853-1346 EMAIL: kelsey@westdev.com

FIELD CREW	NO.	BY	DATE	REVISION
DRAWN				
ABE				
CHECKED				
DLS				
DATE				
12/22/25				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Dated this 22nd day of December, 2025.  
*Daniel L. Schmidt*  
 Daniel L. Schmidt, PLS  
 Minnesota License No. 26147  
 schmidt@sathre.com

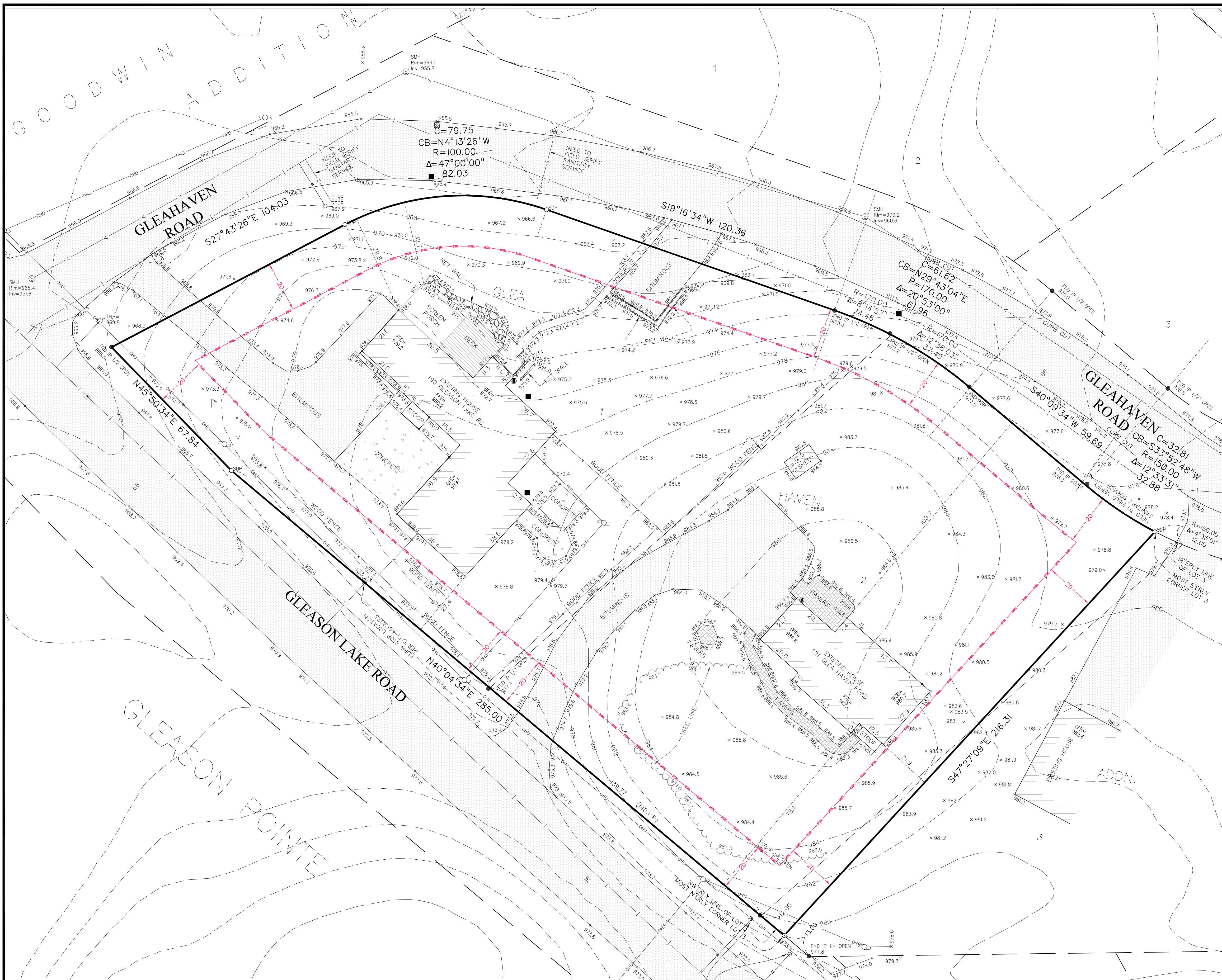
**SATHRE-BERGQUIST, INC.**  
 14000 25TH AVENUE NORTH, SUITE 120 PLYMOUTH MN 55447  
 WWW.SATHRE.COM

ENGINEERS SURVEYORS  
 DESIGNERS PLANNERS

TWP:117-RGE.22-SEC.05  
 Hennepin County  
**WAYZATA, MINNESOTA**

**PRELIMINARY PLAT**  
 PREPARED FOR:  
**Lake West Development, LLC**

FILE NO.  
 35151-001  
**1**  
**4**



**DESCRIPTION OF PROPERTY SURVEYED**

Parcel 1 - Lot 1, Block 1, GLEAHAVEN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.  
 Parcel 2 - That part of Lots 2 & 3, Block 1, GLEAHAVEN ADDITION, lying northeasterly of the following described line:

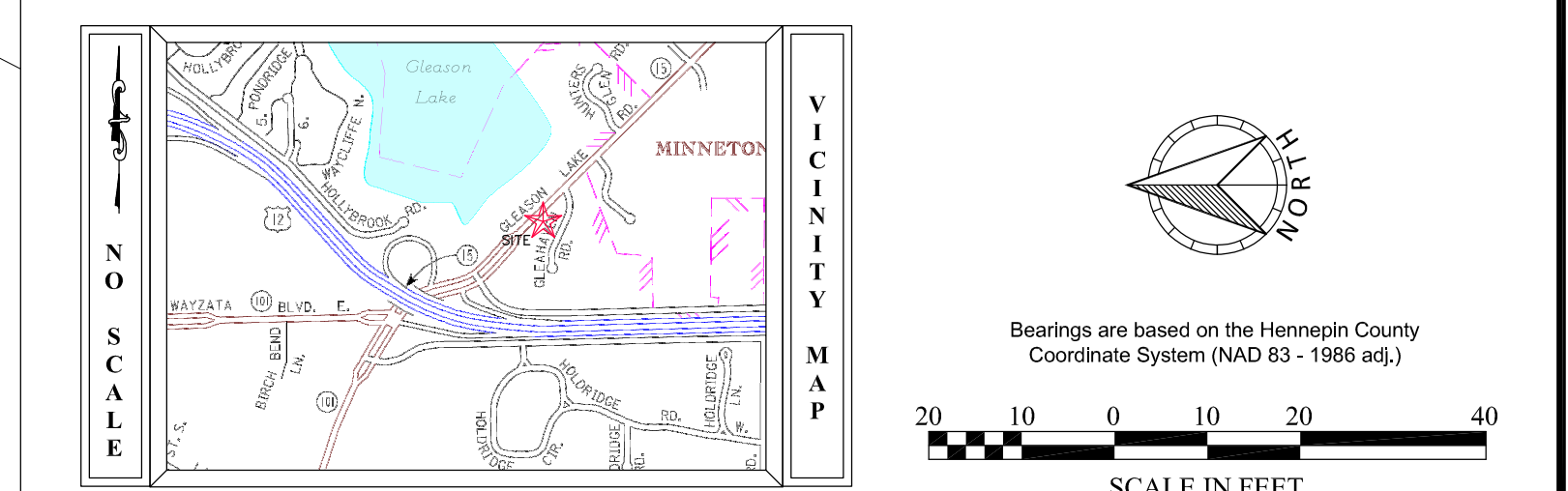
Beginning at a point on the northwesterly line of said Lot 3 a distant of 12 feet southwesterly of most northerly corner thereof; thence southeasterly to a point on the southeasterly line of said Lot 2 a distant of 12 feet northeasterly of the most southerly corner thereof and said line there terminating.

- Site Addresses:** 190 Gleason Lake Road, Wayzata, Minnesota 55391  
121 Gleahaven Road, Wayzata, Minnesota 55391
- Flood Zone Information:** This property appears to lie in Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0326F, effective date of November 4th, 2016.
- Parcel Area Information:** Gross Area: 190 Gleason Lake Road: 31,643 s.f. ~ 0.726 acres  
121 Gleahaven Road: 29,809 s.f. ~ 0.684 acres
- Benchmark:** Elevations are based on MN/DOT Geodetic Station Name: ROGER MN053 which has an elevation of: 993.879 feet (NAVD88).
- Zoning Information:** The current Zoning for the subject property is R-3 (Single and Two Family Residential District) per the City of Wayzata's zoning map dated April 28th, 2015. The setback, height, and floor space area restrictions for said zoning designation were obtained from the City of Wayzata found on their web site on the date of February 22nd, 2017 and are as follows:  
**Principal Structure Setbacks - Front:** 20 feet (Gleahaven Road)  
**Side:** 10 feet  
**Rear:** 20 feet  
**Height:** 30 feet  
**Building Coverage:** 30 percent of lot area  
**Hardcover:** 35 percent of lot area

Please note that the general restrictions for the subject property may have been amended through a city process. We could be unaware of such amendments if they are not in a recorded document provided to us. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site.

- Utilities:** We have shown the location of utilities on the surveyed property by observed evidence only. There may be underground utilities encumbering the subject property we are unaware. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercised before any excavation takes place on or near this site. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002.

190 Gleason Hardcover		121 Gleahaven Hardcover	
Lot Area	= 31,643 S.F.	Lot Area	= 29,809 S.F.
House Area	= 3,433 S.F.	House Area	= 1,815 S.F.
Screen Porch	= 313 S.F.	Bituminous Area	= 3,289 S.F.
Bituminous Area	= 2,667 S.F.	Stoop Area	= 52 S.F.
Concrete Area	= 1,704 S.F.	Shed Area	= 96 S.F.
Stoop Area	= 58 S.F.	Pavers Area	= 613 S.F.
Deck Area	= 330 S.F.	Total Area	= 5,865 S.F.
Total Area	= 8,505 S.F.	Coverage	= 19.68%
Coverage	= 26.88%		



**SURVEY LEGEND**

● CAST IRON MONUMENT	WOE WALKOUT ELEVATION	BITUMINOUS
▣ CATCH BASIN	FFE FIRST FLOOR ELEVATION	BUILDING SETBACK LINE
◁ FLARED END SECTION	GFE GARAGE FLOOR ELEVATION	CTV CABLE TV
⊗ GATE VALVE	TOF TOP OF FOUNDATION ELEV.	CONCRETE CURB
< GUY WIRE	LOE LOWEST OPENING ELEV.	CONCRETE
⊕ HYDRANT	▣ CABLE TV PEDESTAL	960 CONTOUR EXISTING
○ SURVEY MONUMENT SET	⊠ ELECTRIC TRANSFORMER	960 CONTOUR PROPOSED
● SURVEY MONUMENT FOUND	⊠ ELECTRIC MANHOLE	— GUARD RAIL
△ SURVEY CONTROL POINT	⊠ ELECTRIC METER	— DT DRAIN TILE
⊕ LIGHT POLE	⊠ GAS METER	— ELC ELECTRIC UNDERGROUND
⊕ POWER POLE	⊠ GAS VALVE	— FO FENCE
⊕ SANITARY MANHOLE	⊠ HAND HOLE	— FO FIBER OPTIC UNDERGROUND
⊕ SANITARY CLEANOUT	⊠ SOIL BORING	— GAS GAS UNDERGROUND
⊕ SIGN	⊠ TREE CONIFEROUS	— OHU OVERHEAD UTILITY
972.5 GROUND ELEVATION	⊕ TREE DECIDUOUS	===== RAILROAD TRACKS
⊕ STORM DRAIN	⊕ TELEPHONE MANHOLE	— SANITARY SEWER
⊕ STORM MANHOLE	⊕ TELEPHONE PEDESTAL	— STORM SEWER
⊕ YARD LIGHT	⊕ TRAFFIC SIGNAL	— TEL TELEPHONE UNDERGROUND
⊕ A/C UNIT	⊕ UTILITY MANHOLE	— UTL UTILITY UNDERGROUND
⊕ WELL	⊕ UTILITY PEDESTAL	— W WATERMAIN

FIELD CREW	NO.	BY	DATE	REVISION
SR JS	1	DLS	1/5/2026	ADDED SERVICES
DRAWN				
EMW				
CHECKED				
02-24-17				
DATE				
2-20-17				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 27th day of February, 2017.

*David B. Pemberton*  
 David B. Pemberton, PLS  
 Minnesota License No. 40344  
 pemberton@sathre.com

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000  
 WWW.SATHRE.COM

ENGINEERS SURVEYORS  
 DESIGNERS PLANNERS

TWP:117-RGE.22-SEC.05  
 Hennepin County

**WAYZATA, MINNESOTA**

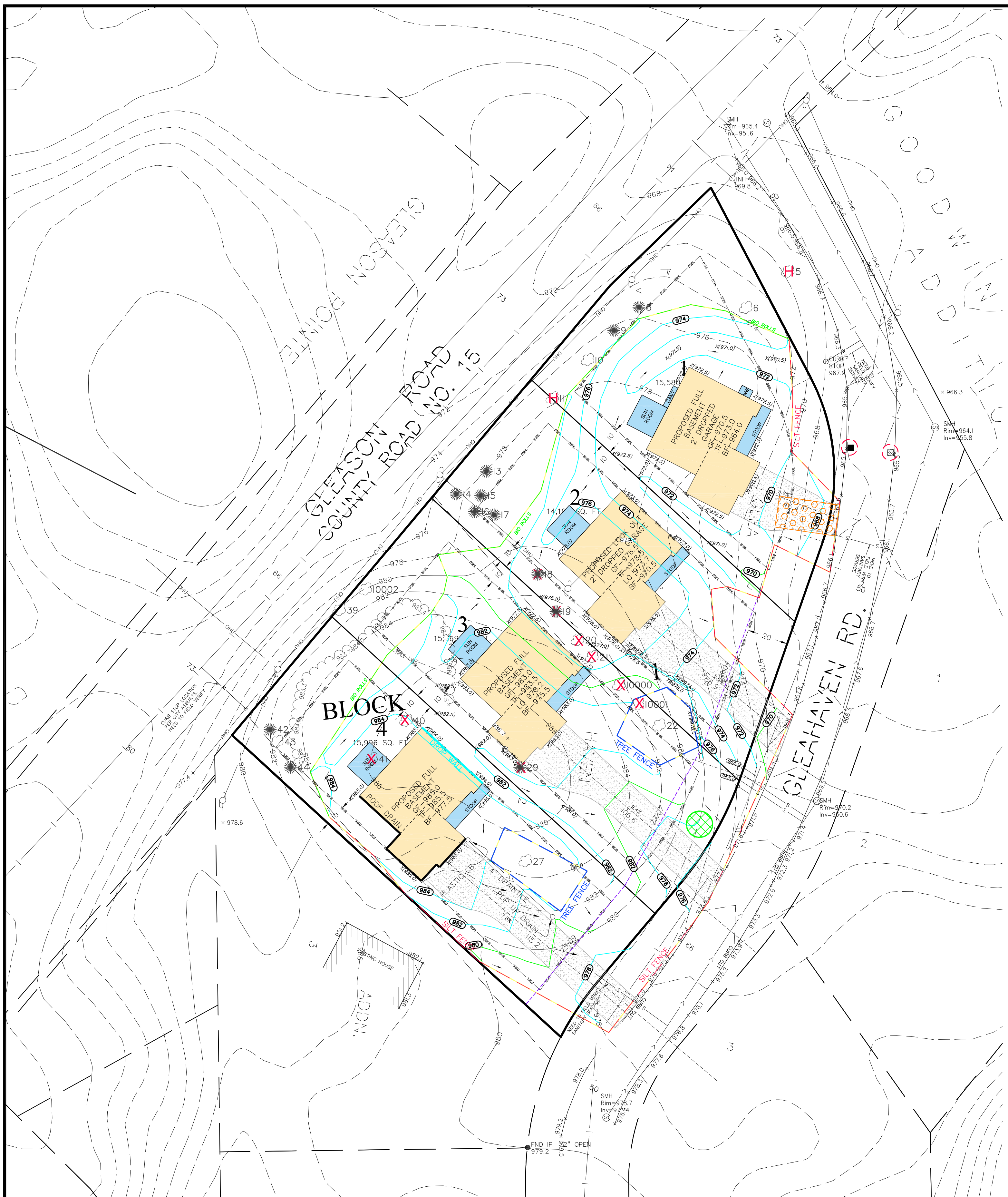
**CERTIFICATE OF SURVEY**

PREPARED FOR:  
**Lake West Development, LLC**

FILE NO.  
 49357-006

**1**

**1**



**Lot 1**  
 Lot Area = 15,580 S.F.  
 House Area = 2,500 S.F.  
 Driveway = 962 S.F.  
 Misc Walks = 150 S.F.  
 Total Area = 3,612 S.F.  
 Coverage = 23.18%

**Lot 2**  
 Lot Area = 14,107 S.F.  
 House Area = 2,500 S.F.  
 Driveway = 1,502 S.F.  
 Misc Walks = 150 S.F.  
 Total Area = 4,152 S.F.  
 Coverage = 29.43%

**Lot 3**  
 Lot Area = 15,769 S.F.  
 House Area = 2,500 S.F.  
 Driveway = 1,857 S.F.  
 Misc Walks = 150 S.F.  
 Total Area = 4,507 S.F.  
 Coverage = 28.58%

**Lot 4**  
 Lot Area = 15,996 S.F.  
 House Area = 2,500 S.F.  
 Driveway = 1,882 S.F.  
 Misc Walks = 150 S.F.  
 Total Area = 8,505 S.F.  
 Coverage = 28.33%

\* The information shown herein is for informational purposes. Proposed homes will be custom designed and final hardcover will be adjusted to adhere to zoning requirements. The use of permeable material will be incorporated into the individual sites as needed.

Adjustments to the existing homes hardcover will be addressed as the development proceeds toward approval and client consultation.

**ROCK ENTRANCE BERM**

**SILT FENCE**

**TREE FENCE**

**BIO-ROLL**

**H HERITAGE TREE**

**X REMOVED TREE**

**CONCRETE WASHOUT**

**INLET PROTECTION**

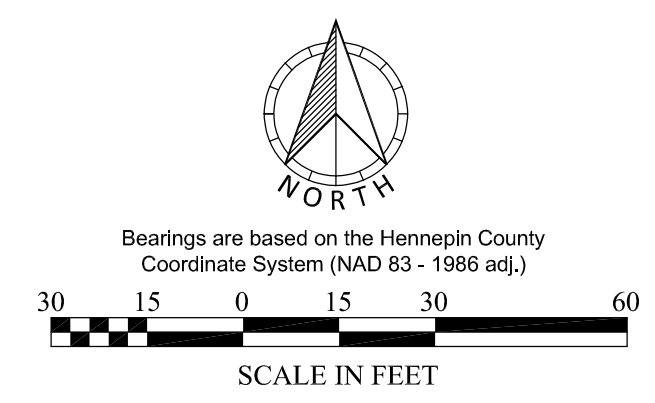
**SYMBOL LEGEND**

DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR	972	958
MAJOR CONTOUR	972	960
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/IN/OUT ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - (PRE CONSTRUCTION)		
SILT FENCE - (POST CONSTRUCTION)		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION		

Tree #	Species	DBH	Condition	Stems	Heritage
5	Ash, green	48.0	Fair	1	Yes
6	Birch, paper	12.5	Good	1	
8	Spruce, white	14.0	Fair	1	
9	Fir, balsam	10.0	Fair	1	
10	Birch, paper	19.0	Good	1	
11	Maple, sugar	26.5	Fair	1	Yes
13	Pine, red	14.0	Good	1	
14	Spruce, blue	13.0	Fair	1	
15	Pine, red	13.5	Good	1	
16	Birch, paper	12.0	Good	2	
17	Pine, red	13.0	Good	1	
18	Pine, red	16.0	Good	1	
19	Spruce, white	11.0	Fair	1	
20	Honeylocust	17.0	Good	1	
21	Honeylocust	13.0	Fair	1	
22	Honeylocust	11.0	Good	1	Yes
27	Maple, Norway	18.0	Good	1	
29	Pine, Scots	10.0	Fair	1	
39	Boxelder	17.0	Fair	1	
40	Mountainash	9.0	Good	1	
41	Honeylocust	21.0	Fair	1	
42	Redcedar	18.0	Good	1	
43	Birch, paper	24.0	Good	1	
44	Pine, jack	15.0	Fair	1	
1000	Mullberry	20.0	Fair	1	
1001	Locust	11.0	Fair	1	
1002	Elm	10.0	Fair	1	

**CONSTRUCTION NOTES**

- INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF WAYZATA OR DIRECTED BY THE ENGINEER.
- A TEMPORARY SEDIMENTATION BASIN MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. THE LOCATION MAY NEED TO BE RELOCATED AS THE PROJECT PROGRESSES.
- BEGIN GRADING. INSTALL PERFORATED RISER PIPE IN PONDS WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. INSTALL SILT FENCE AROUND EXCAVATED PONDS.
- INSPECT PONDS, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
- LINE ALL PONDS WITH A MINIMUM 3" ORGANIC SOILS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX.
- REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED.
- STREET SECTION - FOR AREAS OF REMOVE AND REPLACE AS NEEDED  
 1.5" WEAR COURSE  
 2.0" BASE COURSE  
 8" CLASS 5  
 12" SELECT GRANULAR BORROW - CHECK WITH CITY TO SEE IF EXISTING SOILS ARE ACCEPTABLE
- DRIVEWAY SLOPES-  
 MINIMUM-2.0%  
 MAXIMUM-10.0%
- LO, SEWO, WO PADS 3:1 MAX. ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)
- HOUSES SHOWN ARE PRELIMINARY AND WILL BE CUSTOM DESIGNED.
- DEVELOPER WILL BE RESPONSIBLE FOR TEMPORARY DUST AND EROSION CONTROL UNTIL TURF IS ESTABLISHED. IF YARDS ARE ADJACENT TO A DITCH SWALE, THEN EROSION CONTROL MUST REMAIN UNTIL ALL ADJACENT PROPERTY HAS TURF ESTABLISHMENT.
- RESTORATION -1.03 ACRES  
 A. RESTORE ALL DISTURBED AREAS WITH A MINIMUM OF 6" OF TOPSOIL.  
 B. SEED POND SLOPES AND DETENTION AREAS WITH MN/DOT 310 OR BWSR P8 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE.  
 C. SEED ALL OTHER DISTURBED AREAS WITH MNDOT 250 AND BWSR SEED MIX FOR WETLANDS AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED)  
 D. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.  
 E. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.  
 F. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED. REFER TO CITY FOR APPROVED DEVICES.  
 G. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.  
 H. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
- MATERIALS THAT ARE PROHIBITED FROM RETAINING WALL CONSTRUCTION INCLUDE SMOOTH FACE CONCRETE, POURED IN PLACE CONCRETE, MASONRY, RAILROAD TIES, OR TIMBER. STAMPED OR PATTERNED CONCRETE IS ALLOWED IN RETAINING WALL CONSTRUCTION.
- BOULDERS MAY NOT BE USED ON WALLS TALLER THAN 6' IN HEIGHT.
- SILT FENCE: - 630 LF  
 TREE FENCE: - 390 LF  
 6" BIO ROLLS - 245 LF
- GRADING QUANTITIES:**  
 CUT VOLUME: 3,400 CY  
 FILL VOLUME: : 200 C.Y.  
 GRADED AREA: 20,000 SF  
 TOTAL LOT AREA = 61,452 S.F.  
 AVERAGE GRADE CHANGE - 1.49 FEET
- TRUCKING HOURS OF OPERATION PER CITY REQUIREMENTS MONDAYS THROUGH SATURDAYS 7:00AM TO 6:00PM.
- EACH LOT SHALL HAVE INDIVIDUALLY DESIGNED STORM MANAGEMENT
- ANTICIPATE HARD COVER  
 1. We do not have final plans at this time and these numbers are approximate. Hardcover between 25-35% will not require a variance, but will require mitigation under 991.11.



FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	DLS	1/19/2025	REVISED GRADING ON LOT 4
DRAWN				
CHECKED				
DATE				

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

*Daniel L. Schmidt*  
 Daniel L. Schmidt, P.E.  
 Date: 12/22/2025 Lic. No. 26147

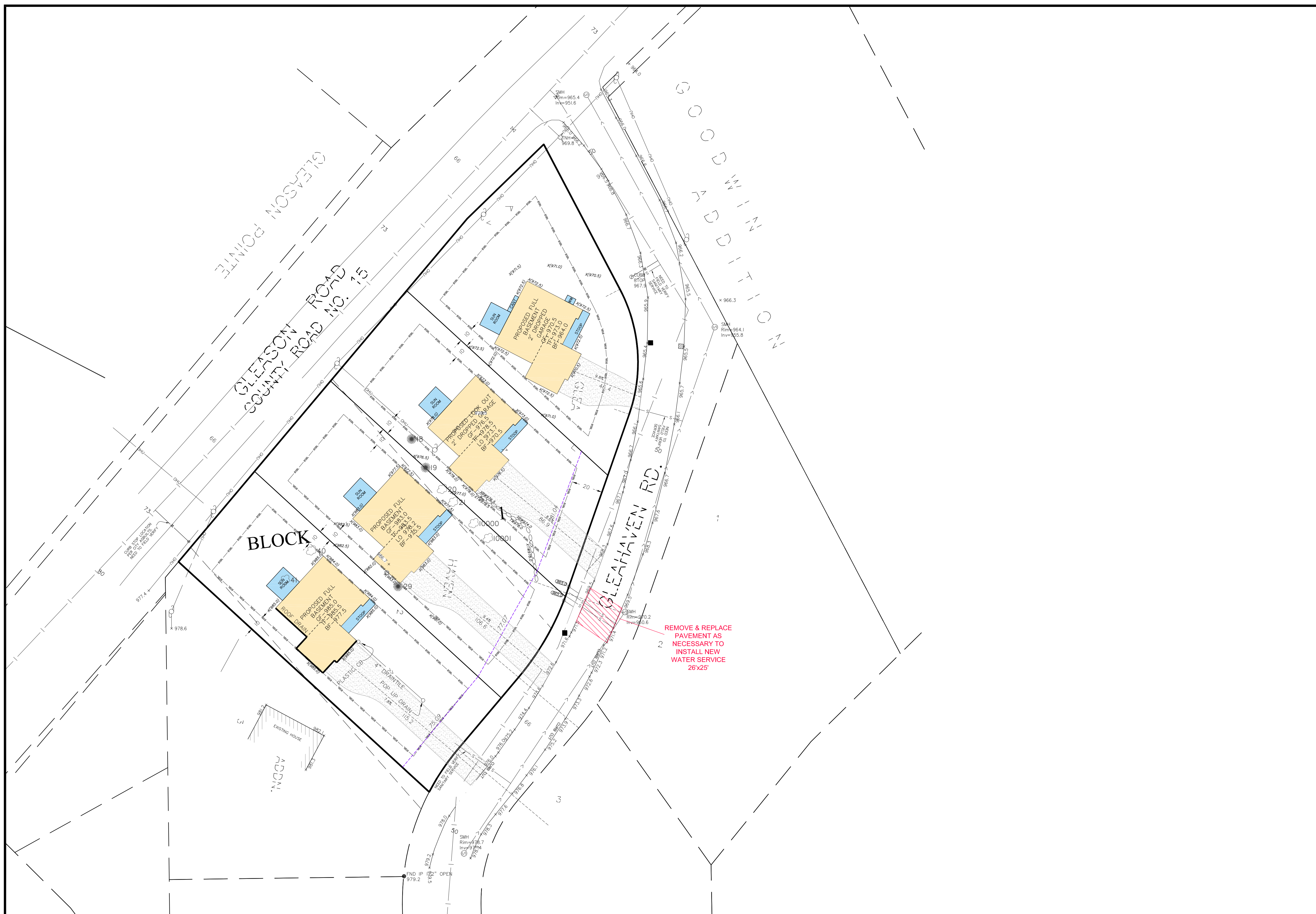
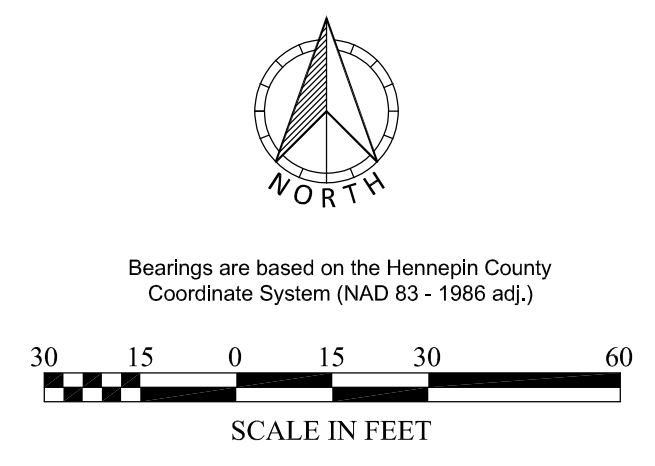
**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000  
 WWW.SATHRE.COM

TWP:117-RGE-22-SEC.05  
 Hennepin County  
**WAYZATA, MINNESOTA**

GRADING, DRAINAGE, AND EROSION  
 CONTROL PLAN  
 GLEAHAVEN 3RD ADDITION

FILE NO.  
 35151-001  
**2**  
**4**

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - PRE CONSTRUCTION		
SILT FENCE - POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		



FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	DLS	1/19/2025	REVISED GRADING ON LOT 4
DRAWN				
DLS				
CHECKED				
DLS				
DATE				
12/22/2025				

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*Daniel L. Schmidt*  
 Daniel L. Schmidt, P.E.  
 Date: 12/22/2025 Lic. No. 26147

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000  
 WWW.SATHRE.COM

TWP:117-RGE.22-SEC.05  
 Hennepin County  
**WAYZATA, MINNESOTA**

UTILITY PLAN  
 CONTROL PLAN  
 GLEA HAVEN 3RD ADDITION

FILE NO.  
 35151-001  
**3**  
**4**



Tree #	Species	DBH	Saved	% Root	Root Zone	Area	Area Saved	Removed	Offsite/ Exempt	Condition	Stems	Heritage
5	Ash, green	48.0							48.0	Fair	1	Yes
6	Birch, paper	12.5	12.5	67%	1104	740				Good	1	
8	Spruce, white	14.0	14.0	71%	1385	984				Fair	1	
9	Fir, balsam	10.0	10.0	71%	707	500				Fair	1	
10	Birch, paper	19.0	19.0	64%	2550	1642				Good	1	
11	Maple, sugar	26.5	26.5	65%	4961	3208				Fair	1	Yes
13	Pine, red	14.0	14.0	100%	1385	1385				Good	1	
14	Spruce, blue	13.0	13.0	100%	1194	1194				Fair	1	
15	Pine, red	13.5	13.5	100%	1288	1288				Good	1	
16	Birch, paper	12.0	12.0	100%	1017	1017				Good	2	
17	Pine, red	13.0	13.0	83%	1194	988				Good	1	
18	Pine, red	16.0						16.0		Good	1	
19	Spruce, white	11.0						11.0		Fair	1	
20	Honeylocust	17.0						17.0		Good	1	
21	Honeylocust	13.0						13.0		Fair	1	
22	Honeylocust	11.0	11.0	100%	855	855				Good	1	Yes
27	Maple, Norway	18.0		37%	2289	838		18.0		Good	1	
29	Pine, Scots	10.0						10.0		Fair	1	
39	Boxelder	17.0	17.0	100%	2042	2042				Fair	1	
40	Mountainash	9.0						9.0		Good	1	
41	Honeylocust	21.0						21.0		Fair	1	
42	Redcedar	18.0	18.0	100%						Good	1	
43	Birch, paper	24.0	24.0	0%	4069					Good	1	
44	Pine, jack	15.0	15.0	0%	1590					Fair	1	
1000	Mulberry	20.0						20.0		Fair	1	
1001	Locust	11.0						11.0		Fair	1	
1002	Elm	10.0	10.0	100%						Fair	1	
Total		436.5	242.5					146.0	48.0			
Trees Saved			16.0									
Total Trees			26.0									
Saved Tree Percentage			62%									
Caliper Inches Saved			242.5									
Total Caliper In.			388.5									
Saved Caliper In. %			62%									

Notes:  
 1. Tree 5 is a heritage tree that is located off site. We plan to save this tree but it is not counted since it is offsite.  
 2. We are disturbing more than 40% of the root zone of Tree 27 and counting it as removed. We plan to attempt to save this tree.

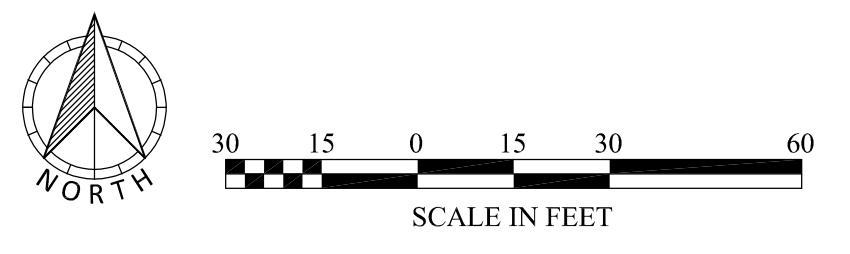
\*Required Trees per City Forester (Per City Code)

Required Total Trees (per Development) = 111 Caliper Inches Trees

Proposed Trees (3" Trees) = 39 Trees, 113 Caliper inches (Breakdown below)

- Denotes Proposed 2 1/2" Deciduous Tree (8 Total x 2.5 = 20" Caliper Inches)
- Denotes Proposed 3" Coniferous Tree (31 Total x 3" = 93 Caliper inches)
- Denotes Existing Saved Coniferous Tree
- Denotes Existing Saved Deciduous Tree

FINAL TREE REPLACEMENT PLAN TO BE PREPARED BY A LANDSCAPE ARCHITECT



COMBINED TREE IMPACTS												
PROPOSED SIGNIFICANT TREE REMOVAL 139 inches (trunk diameter)												
PROPOSED HERITAGE TREE REMOVAL 0 inches (trunk diameter)												
REQUIRED TREE REPLACEMENT 111.2 inches (caliper)												
LOT 1												
Tree#	Lot	Species	S. DBH	S. Remove	H. DBH	H. Remove	Exempt DBH	Condition	Notes			
6	1	Birch, paper	12.5					Good				
8	1	Spruce, white	14.0					Fair				
9	1	Fir, balsam	10.0					Fair				
10	1	Birch, paper	19.0					Good				
11	1	Maple, sugar	26.5					Fair				
Lot 1 Sigs. DBH			55.5	Tree Replacement Required								0
Lot 1 Sigs. Removal			0.0									
Removal Allowance			5.55									
LOT 2												
13	2	Pine, red	14.0					Good				
14	2	Spruce, blue	13.0					Fair				
15	2	Pine, red	13.5					Good				
16	2	Birch, paper	12.0					Good				
17	2	Pine, red	13.0					Good				
18	2	Pine, red	16.0					Good				
19	2	Spruce, white	11.0	11.0				Fair				
Lot 2 Sigs. DBH			82.5	Tree Replacement Required								17.35
Lot 2 Sigs. Removal			27.9									
Removal Allowance			8.25									
LOT 3												
20	3	Honeylocust	17.0	17.0				Good				
21	3	Honeylocust	13.0	13.0				Fair				
22	3	Honeylocust	11.0	11.0				Good	Shown as Heritage - confirm DBH			
29	3	Pine, Scots	10.0	10.0				Fair				
39	3	Boxelder	17.0					Fair				
1000	3	Mulberry	20.0	20.0				Fair				
1001	3	Locust	11.0	11.0				Fair				
1002	3	Elm					10.0	Fair				
Lot 3 Sigs. DBH			99.0	Tree Replacement Required								72.1
Lot 3 Sigs. Removal			82.9									
Removal Allowance			9.9									
LOT 4												
27	4	Maple, Norway	18.0					Good				
40	4	Mountainash	9.0	9.0				Good				
41	4	Honeylocust	21.0	21.0				Fair				
42	4	Red cedar	18.0					Good				
43	4	Birch, paper	24.0					Good				
44	4	Pine, jack	15.0					Fair				
Lot 4 Sigs. DBH			87.9	Tree Replacement Required								21.3
Lot 4 Sigs. Removal			30.9									
Removal Allowance			8.7									
OFF-SITE (RIGHT-OF-WAY)												
Tree#	Lot	Species	S. DBH	S. Remove	H. DBH	H. Remove	Exempt DBH	Condition	Notes			
5	N/A	Ash, green	48.0					Fair	City ROW, preserve/protect			

Reviewed 1/16/2028

FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	DLS	1/19/2025	REVISED GRADING ON LOT 4
DRAWN				
DLS				
CHECKED				
DLS				
DATE				
12/22/2025				

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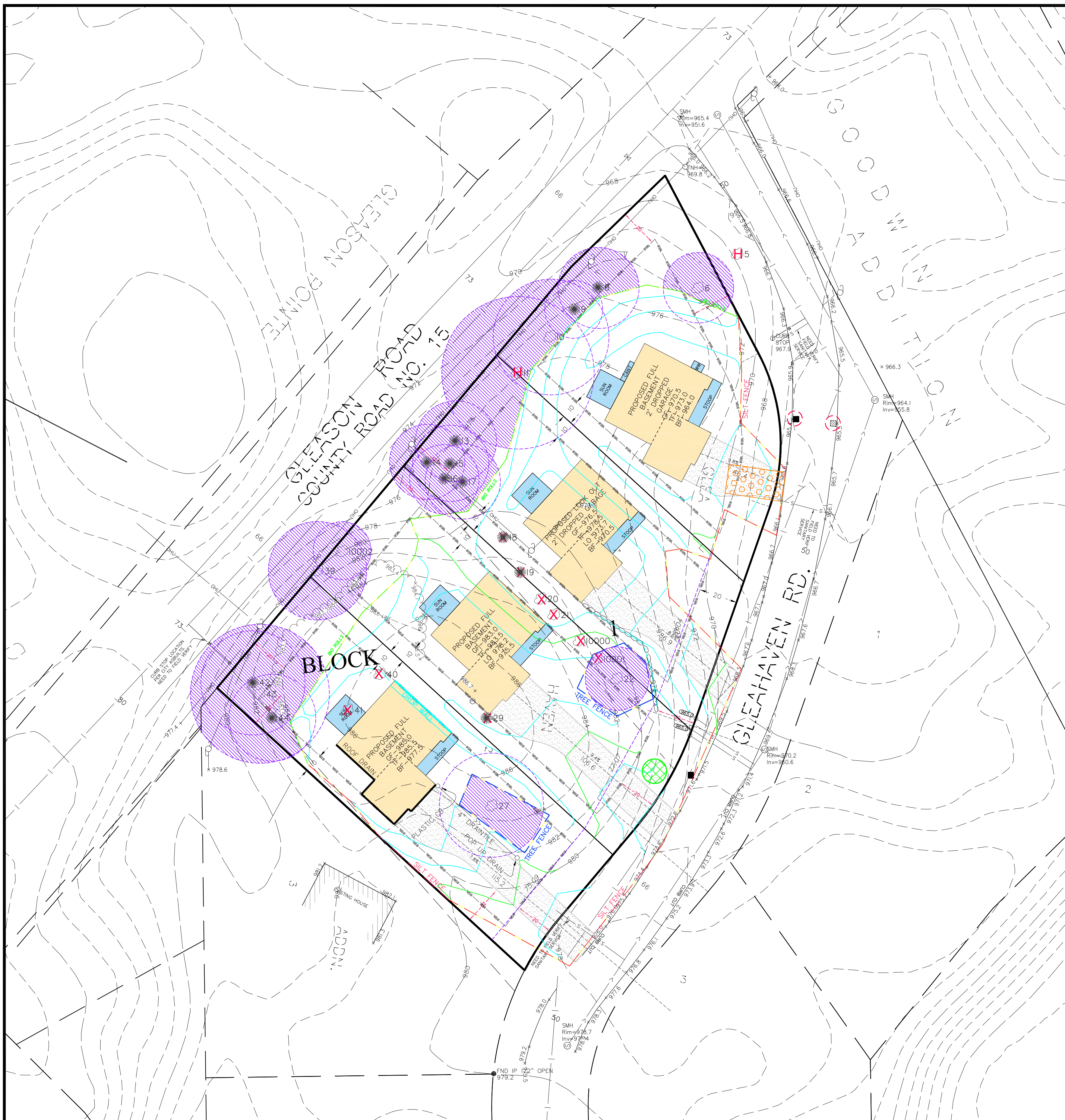
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Dated this 22nd day of December, 2025.  
  
 Daniel L. Schmidt, PLS  
 Minnesota License No. 16417  
 schmidt@sathre.com

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000  
 WWW.SATHRE.COM

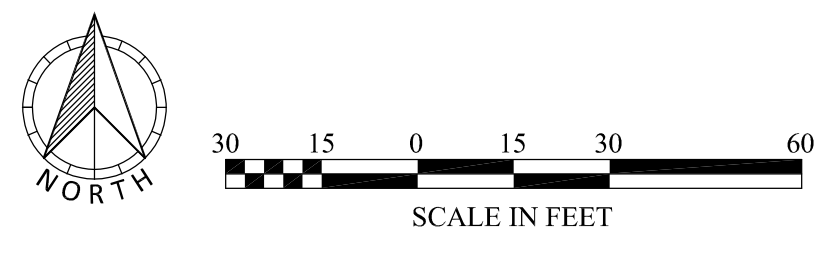
TWP:117-RGE-22-SEC.05  
 Hennepin County  
**WAYZATA, MINNESOTA**

PRELIMINARY TREE REPLACEMENT PLAN  
 GLEAHAVEN 3RD ADDITION

FILE NO.  
 35151-001  
**4.1**  
**4.1**



Notes:  
 H Heritage Tree  
 x Trees to be removed



Tree #	Species	DBH	Saved	% Root Zone Saved	Root Zone Area	Area Saved	Removed	Offsite/	Condition	Stems	Heritage
5	Ash, green	48.0						48.0	Fair	1	Yes
6	Birch, paper	12.5	12.5	67%	1104	740			Good	1	
8	Spruce, white	14.0	14.0	71%	1385	984			Fair	1	
9	Fir, balsam	10.0	10.0	71%	707	500			Fair	1	
10	Birch, paper	19.0	19.0	64%	2550	1642			Good	1	
11	Maple, sugar	26.5	26.5	65%	4961	3208			Fair	1	Yes
13	Pine, red	14.0	14.0	100%	1385	1385			Good	1	
14	Spruce, blue	13.0	13.0	100%	1194	1194			Fair	1	
15	Pine, red	13.5	13.5	100%	1288	1288			Good	1	
16	Birch, paper	12.0	12.0	100%	1017	1017			Good	2	
17	Pine, red	13.0	13.0	83%	1194	988			Good	1	
18	Pine, red	16.0					16.0		Good	1	
19	Spruce, white	17.0					11.0		Fair	1	
20	Honeylocust	17.0					17.0		Good	1	
21	Honeylocust	13.0					13.0		Fair	1	
22	Honeylocust	11.0	11.0	100%	855	855			Good	1	Yes
27	Maple, Norway	18.0		37%	2289	838	18.0		Good	1	
29	Pine, Scots	10.0					10.0		Fair	1	
39	Boxelder	17.0	17.0	100%	2042	2042			Fair	1	
40	Mountainash	9.0					9.0		Good	1	
41	Honeylocust	21.0					21.0		Fair	1	
42	Redcedar	18.0	18.0	100%					Good	1	
43	Birch, paper	24.0	24.0	0%	4069				Good	1	
44	Pine, jack	15.0	15.0	0%	1590				Fair	1	
1000	Mulberry	20.0					20.0		Fair	1	
1001	Locust	11.0					11.0		Fair	1	
1002	Elm	10.0	10.0	100%					Fair	1	
Total		436.5	242.5				146.0	48.0			
Trees Saved		16.0		trees							
Total Trees		26.0		trees							
Saved Tree Percentage		62%									
Caliper Inches Saved		242.5		inches							
Total Caliper In.		388.5		inches							
Saved Caliper In. %		62%									

Notes:  
 1. Tree 5 is a heritage tree that is located off site. We plan to save this tree but it is not counted since it is offsite  
 2. We are disturbing more than 40% of the root zone of Tree 27 and counting it as removed. We plan to attempt to save this tree.

City of Wayzata - Tree Removal Mitigation Requirements  
 Proposed Subdivision at 190 Gleason Lake Rd

COMBINED TREE IMPACTS	
PROPOSED SIGNIFICANT TREE REMOVAL	139 inches (trunk diameter)
PROPOSED HERITAGE TREE REMOVAL	0 inches (trunk diameter)
REQUIRED TREE REPLACEMENT	111.2 inches (caliper)

LOT 1											
Tree#	Lot	Species	S. DBH	S. Remove	H. DBH	H. Remove	Exempt DBH	Condition	Notes		
6	1	Birch, paper	12.5					Good			
8	1	Spruce, white	14.0					Fair			
9	1	Fir, balsam	10.0					Fair			
10	1	Birch, paper	19.0					Good			
11	1	Maple, sugar	26.5					Fair			
Lot 1 Sig. DBH			55.5	Tree Replacement Required		0					
Lot 1 Sig. Removal			0.0								
Removal Allowance			5.55								

LOT 2											
Tree#	Lot	Species	S. DBH	S. Remove	H. DBH	H. Remove	Exempt DBH	Condition	Notes		
13	2	Pine, red	14.0					Good			
14	2	Spruce, blue	13.0					Fair			
15	2	Pine, red	13.5					Good			
16	2	Birch, paper	12.0					Good			
17	2	Pine, red	13.0					Good			
18	2	Pine, red	18.0					Good			
19	2	Spruce, white	11.0	11.0				Fair			
Lot 2 Sig. DBH			82.5	Tree Replacement Required		17.35					
Lot 2 Sig. Removal			27.0								
Removal Allowance			8.25								

LOT 3											
Tree#	Lot	Species	S. DBH	S. Remove	H. DBH	H. Remove	Exempt DBH	Condition	Notes		
20	3	Honeylocust	17.0	17.0				Good			
21	3	Honeylocust	13.0	13.0				Fair			
22	3	Honeylocust	11.0	11.0				Good	Shown as Heritage - confirm DBH		
29	3	Pine, Scots	10.0	10.0				Fair			
39	3	Boxelder	17.0					Fair			
1000	3	Mulberry	20.0	20.0				Fair			
1001	3	Locust	11.0	11.0				Fair			
1002	3	Elm					10.0	Fair			
Lot 3 Sig. DBH			99.0	Tree Replacement Required		72.1					
Lot 3 Sig. Removal			82.0								
Removal Allowance			9.0								

LOT 4											
Tree#	Lot	Species	S. DBH	S. Remove	H. DBH	H. Remove	Exempt DBH	Condition	Notes		
27	4	Maple, Norway	18.0				18.0	Good			
40	4	Mountainash	9.0	9.0				Good			
41	4	Honeylocust	21.0	21.0				Fair			
42	4	Red cedar	18.0					Good			
43	4	Birch, paper	24.0					Good			
44	4	Pine, jack	15.0					Fair			
Lot 4 Sig. DBH			87.0	Tree Replacement Required		21.3					
Lot 4 Sig. Removal			30.0								
Removal Allowance			8.7								

OFF-SITE (RIGHT-OF-WAY)										
Tree#	Lot	Species	S. DBH	S. Remove	H. DBH	H. Remove	Exempt DBH	Condition	Notes	
5	N/A	Ash, green						48.0	Fair	City ROW; preserve/protect

Reviewed 1/10/2025

FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	DLS	1/19/2025	REVISED GRADING ON LOT 4
DRAWN				
DLS				
CHECKED				
DLS				
DATE				
12/22/2025				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Dated this 22nd day of December, 2025.  
*Daniel L. Schmidt*  
 Daniel L. Schmidt, PLS  
 Minnesota License No. 26147  
 schmidt@sathre.com

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000  
 WWW.SATHRE.COM

TWP:117-RGE-22-SEC.05  
 Hennepin County  
**WAYZATA, MINNESOTA**

**TREE PLAN CONTROL PLAN**  
 GLEA HAVEN 3RD ADDITION

FILE NO.  
 35151-001  
**4.0**  
**4.1**

March 5, 2026

City of Wayzata  
City Council  
600 Rice Street  
Wayzata, MN 55391

*Via Email*

Re: Request for Continuance – Preliminary Plat Application

Mayor and Members of the City Council:

On behalf of Lake West Development, we respectfully request that the City Council continue consideration of the preliminary plat application for 190 Gleason Lake Road and 121 Gleahaven Road currently scheduled for the March 10, 2026 Council meeting and instead consider the matter at the April 21, 2026 meeting.

As reflected in the Planning Commission record, the proposed subdivision complies with the dimensional standards of the R-3 zoning district, satisfies applicable grading and stormwater requirements, and does not require any variances from the City Code. The proposal also reflects a density nearly identical to the most recent subdivision across the street and is consistent with the City's 2040 Comprehensive Plan.

During the Planning Commission hearing and deliberation, the discussion focused largely on broader considerations relating to neighborhood character. Residents and commissioners referenced the existing mix of architectural styles, the spacing between homes, and the presence of mature trees and green space within the cul-de-sac, while also expressing concern about the perceived tension between a proposal that satisfies the objective requirements of the zoning ordinance and the possibility that the addition of two new homes could alter the perceived scale or character of the neighborhood. Residents also raised concerns about traffic impacts, the location of the building pads and existing topography.

The purpose of this request is simply to allow the development team additional time to prepare supplemental visual materials that will assist the Council and the public in evaluating the proposal during the Council hearing. These materials will not alter the preliminary plat or the subdivision layout currently before the City. Rather, they will provide a clearer visual understanding of the proposal already submitted, including how the proposed building envelopes relate to the site's topography, grading, and tree coverage. We believe that three-dimensional modeling, streetscape renderings, and visualizations showing the proposed homesites, location of garages, and actual grade impacts will be useful in showing how the proposal considers the subdivision standards questioned at the Planning Commission meeting.

The applicant will also host an additional neighborhood meeting before the City Council hearing to review these plans with the neighbors who expressed concerns about this application and respond to questions raised during the Planning Commission hearing. This request remains within the statutory review timeline applicable to the application.

March 5, 2026


Page 2

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For these reasons, the applicant respectfully requests that the City Council continue consideration of the application to the April 21, 2026, meeting.

Thank you for your time and consideration.

Sincerely,



Megan C. Rogers, for  
Larkin Hoffman

Direct Dial: (952) 896-3395

Direct Fax: (952) 842-1847

Email: [mrogers@larkinhoffman.com](mailto:mrogers@larkinhoffman.com)

4934-0460-5588, v. 2

February 23, 2026

City of Wayzata  
Planning Commission  
600 Rice Street  
Wayzata, MN 55391

*Via Email and Hand Delivery*

Mr. Chair, Members of the Planning Commission:

Our firm represents Lake West Development in connection with its preliminary plat application for 190 Gleason Lake Road and 121 Gleahaven Road. The Application consists of a preliminary plat to subdivide the Property into four separate zoning code-compliant parcels (the "Project"). While we understand that the Planning Commission is considering a resolution of denial this evening, we are requesting reconsideration of the February 9, 2026 action and an adoption of a recommendation of approval. The staff report and Planning Commission discussion acknowledges the Project's compliance with the City's zoning ordinance. The lot sizes, widths, impervious surface coverage proposed by the Applicant meet the standards of the zoning ordinance. Furthermore, the density (four homes, versus two) is consistent with the density requirements of the City's Comprehensive Plan.

The draft findings recommending denial suggest that it is lack of compliance with the City's subdivision ordinance that gives the Planning Commission pause. We address each finding in turn to show that the Project is in fact in compliance with the purpose and intent of the ordinance.

**1. Compliance with the Comprehensive Plan: Density and Lot Size**

While the proposed findings of denial suggest that the Project is not in compliance with the existing scale, character and pattern of the City, the Project is in compliance with the density requirements of the Comprehensive Plan. The Comprehensive Plan evaluates neighborhood character through considerations of scale and intensity, and a subdivision that complies with the adopted R-3 dimensional requirements cannot reasonably be deemed inconsistent with those Plan policies.

Moreover, as a practical matter, the Project is consistent with the existing development pattern on the Gleahaven cul-de-sac. Within the established 11-home neighborhood, and in light of the purpose and dimensional framework of the R-3 District, the proposed subdivision remains in character. The most recent subdivision directly across Gleahaven Road doubled the lot count, produced a comparable average lot size (15,494 SF compared to 15,363 SF here), and resulted in the same overall density (2.8 units per acre). The Project therefore reflects the same scale and intensity of development already approved and constructed in the immediate vicinity. Those homes have enhanced and reinforced the character of the neighborhood, demonstrating that development at this scale is both compatible with and complementary to the surrounding area.

The findings suggest that the Project proposes narrow lots that are not sufficient in size to the rest of the neighborhood. With respect to scale and neighborhood character, the record does not support the finding of inconsistency. The four proposed lots measure 15,580 SF, 14,107 SF, 15,769 SF, and 15,996 SF, with an average of 15,363 SF. Surrounding lots measure approximately 21,213 SF, 17,572 SF, 19,429 SF, 19,305 SF, 13,301 SF, and 17,606 SF, with an average of 18,071 SF. While the proposed lots are modestly smaller than some neighboring parcels (approximately 15% smaller on average), they remain within the existing neighborhood range, which already includes a 13,301 SF lot. Each proposed lot exceeds that existing lot size and also complies fully with the R-3 dimensional standards.

**2. Development consistency with the natural characteristics of the land and associated preservation of natural amenities; slope and topography concerns**

Based on our review of the submitted plans, it appears the Planning Commission may have misunderstood the scope and extent of grading proposed for Lot 3. The City's grading ordinance limits average cut or fill across a lot to two feet, and a developer may not exceed that threshold under the Code. The Project complies with this requirement.

Given that the grading plan adheres to the City's express quantitative standard, the record does not support a finding that the Project fails to minimize filling or grading. Compliance with the ordinance's objective grading limitation demonstrates that the proposal satisfies the City's adopted standard. The existing and proposed floor elevations are set forth below for reference.

<b>Property</b>	<b>Garage Floor Elevation</b>
121 Gleahaven Road (Existing Home)	986.8
133 Gleahaven Road (Existing Neighboring Home)	982.6
Proposed Lot 3	983.0

The neighboring home at 133 Gleahaven is set at a garage floor elevation of 982.6. The existing home on the subject property is at 986.8. The proposed grading plan establishes a garage floor elevation of 983.0 for Lot 3, bringing the finished floor elevations of the adjacent properties into closer alignment. Currently, the elevation difference between the two homes is approximately four feet; under the proposed plan, that difference will be reduced to less than two feet. This approach reasonably balances preservation of the site's natural topography with responsible grading practices and mitigation of potential stormwater impacts between neighboring properties.

In sum, the record demonstrates that the proposed preliminary plat complies with the Subdivision Ordinance, satisfies the applicable grading standards, meets all dimensional requirements of the R-3 District, and falls within the established range of lot sizes and development patterns already present in the immediate neighborhood. Where a preliminary plat proposes a permitted use and complies with the governing ordinance standards, approval is not discretionary. As the Minnesota Court of Appeals explained in *PTL, L.L.C. v. Chisago Cnty. Bd. of Comm'rs*, 656 N.W.2d 567, 573 (Minn. Ct. App. 2003), denial under such circumstances would, in effect, allow a planning body to amend its zoning ordinance through case-by-case decision-making based on subjective criteria rather than the adopted standards enacted to guide land-use decisions.

Although the subdivision ordinance includes qualitative considerations, those provisions must be applied in a manner consistent with the objective standards set forth elsewhere in the City Code and interpreted to provide predictable guidance to applicants. When an applicant satisfies

the adopted dimensional requirements of the zoning ordinance and complies with the City's express grading limitations, those objective benchmarks necessarily inform and constrain the application of broader subdivision criteria.

To hold otherwise would mean that an applicant could meet every measurable requirement of the Code yet still face denial based on generalized or subjective interpretations of "character" or "natural amenities." The subdivision criteria and Comprehensive Plan policies must therefore be harmonized with the specific regulations the City has enacted to implement them. An interpretation permitting denial would create internal inconsistency within the Code and undermine the predictability that the land-use framework is designed to provide.

We appreciate your time and consideration of this submission and respectfully request approval of the proposed project.

Sincerely,

  
Megan C. Rogers, for  
Larkin Hoffman  
Direct Dial: (952) 896-3395  
Direct Fax: (952) 842-1847  
Email: [mrogers@larkinhoffman.com](mailto:mrogers@larkinhoffman.com)

# **PETITION TO STOP/MORATORIUM TO PROPOSED GLEAHAVEN 3RD ADDITION (190 GLEASON LAKE RD & 121 GLEAHAVEN RD)**

**To:** Wayzata Mayor and City Council, including Mayor Andrew Mullin; Council members Dan Koch, Molly McDonald, Alex Plechash, and Ken Sorensen

**Project Reference:** PROPOSED GLEAHAVEN 3RD ADDITION (190 GLEASON LAKE RD & 121 GLEAHAVEN RD)

We, the undersigned residents and homeowners on Gleahaven Road are writing to formally express our **strong opposition** to the proposed development project of Proposed Gleahaven 3<sup>rd</sup> Addition (190 Gleason Lake Rd and 121 Gleahaven Rd) proposed by Lake West Development, and request a **moratorium** on any future projects until further research is done to confirm that Gleahaven Road was intended to be zoned R-3 rather than R-2.

**We respectfully request that the City Council deny the application as the plan creates actual and possible adverse effects in the neighborhood as provided in Subdivision Planning Commission Criteria §1003.02.E (the list is in order as they appear in the criteria and not by importance to the petitioners):**

- **#2.** The proposed plan calls for removal of numerous trees on the two lots. While they are planning to add trees, it does remove some very mature trees and changes the character of the neighborhood. The proposal will also negatively impact the flow of water on the street, which is already struggling to manage the current flow of water from rain, snow, etc.
- **#3.** It is not clear that the proposed land can be done with minimal grading. The two lots have significant topography, and are the highest points on the street. The developer has just said it can be done consistent with city regulations, but it seems unlikely given the significant raise in elevation across the two lots. Moreover, the proposal would result in at least two houses sitting significantly higher than all other houses on the street, dramatically impacting the character of the neighborhood.
- **#4.** As mentioned in #2, the proposal does call for removal of large, mature trees.

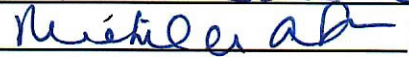

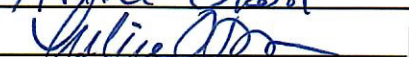



- #5. The proposal adversely impacts the character, pattern and scale of the neighborhood. We direct the City Council to the record of the Planning Commission Hearing and submissions for additional detail. Nevertheless, the current lots in the neighborhood are much larger than the lots in the proposal. This results in much higher density in the neighborhood than has existed for decades.
  - Indeed, prior to the 2013 one-lot subdivision, the average lot size in the neighborhood was 26,136 sq. ft. The proposal includes lots averaging 15,363 sq. ft. The historic average lot size is almost **70% larger** than the proposed lot size. The proposed lot sizes are a drastic change to the character of the neighborhood.
    - Even after the 2013 one-lot subdivision, the average lot size is 23,664 sq. ft., such that the current lots are **54% larger** than the proposed lot sizes.
  - The proposal also includes 3 new driveways onto the street than currently exists. The proposal has the homes much tighter to each other than any other homes on the street. The proposal has significant adverse impact on the character, pattern, and scale of the neighborhood.
- #6. As stated in #5, the proposal has homes much closer to each other than has been present in the neighborhood for decades.
- #7. The proposal calls for lots that are smaller than every lot but one on the street (this lot was subdivided in 2013). That is very dissimilar than the surrounding neighborhood.
- #8. While the proposal does not include specific home building plans, it is likely that homes will be multi-level structures given the small lot size. Most of the homes in the neighborhood are single level ramblers.
- #11. Homeowner for 110 Gleahaven stated at the Planning Commission hearing that they lost \$100,000 in home value because of the proposal. The increased density, traffic, and small lots will likely have a negative impact on the value of the current homes in the neighborhood. It should be noted that homeowner for 110 Gleahaven has seen **actual** depreciation and not just possible depreciation because of the proposal.

**Our Requests:**

- 1) We urge the City Council to reject this proposal and to protect our community's history, safety, character, and quality of life.
- 2) In addition, we request that the City place a moratorium on any further proposal until sufficient research can be done to confirm how Gleahaven Road was zoned R-3 as compared to surrounding streets. To date, the City has not been able to produce any records demonstrating why this one street was zoned differently than the surrounding streets to allow for this street to have a higher density of homes than other neighborhoods. The Wayzata Community Development Director conducted a search, and did not find any supporting documents related to why the zoning was changed or the rationale used by the city to make the change.
  - a. Moreover, the current zoning is inconsistent with how the neighborhood has existed for several decades. Thus, we request that further research be done by the City to confirm that R-3 zone was the intended zone classification instead of R-2.

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Name (Print) | Address | Signature | Date

1. Michelle Schultz | 108 Gleahaven Rd |  | 2-20-2026
2. Douglas J. Weston | 106 Gleahaven Rd |  | 2-20-2026
3. Arjice Olson | 106 Gleahaven Rd |  | 2-20-2026
4. Katharina Dasgupta | 110 Gleahaven Rd. |  | 2/20/26
5. KUMAR DASGUPTA | 110 Gleahaven Rd |  | 2/20/26
6. Ryan Schultz | 108 Gleahaven Rd |  | 2/27/26
7. \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_
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13. \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

Name (Print) | Address | Signature | Date

1. JOHN F. SCHLEICH | 155 GLEAHAVEN RD | John F. Schleich | 02-20-2026
2. THOMAS J. SCHLEICH | 155 GLEAHAVEN RD | Thomas J. Schleich | 02-20-2026
3. MARY C. SCHLEICH | 155 GLEAHAVEN RD | Mary C. Schleich | 02-20-2026
4. Morgan D Kaufman | 1167 Gleahaven Rd | Morgan D Kaufman | 2/22/26
5. Peter Trinh | 1167 Gleahaven Rd | Peter Trinh | 2/22/26
6. Gerry Kleckner | 140 Gleahaven Rd | Gerry Kleckner | 2/22/26
7. Joyce Kleckner | 140 Gleahaven Rd | Joyce Kleckner | 2/22/26
8. Dan Ross | 133 Gleahaven Rd | Dan Ross | 2/22/26
9. Lauren Ross | 133 Gleahaven Rd | Lauren Ross | 2/22/26
10. \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_
11. \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_
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**Petition Representative/Organizer:**

Name: Ryan Schultz  
Address: 108 Glenhaven Rd  
Phone/Email: 612-270-2389

**From:** [ryan schultz](#)  
**To:** [City](#); [Dan Koch](#); [Alex Plechash](#); [Molly MacDonald](#); [Ken Sorensen](#); [Andrew Mullin](#); [Nick Kieser](#); [Haily Hedblom](#)  
**Subject:** Opposition to Proposed Gleahaven 3rd Addition (190 Gleason Lake Rd & 121 Gleahaven Rd)  
**Date:** Wednesday, January 28, 2026 11:29:15 AM

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Dear Members of the Wayzata City Council,

I am writing as a resident of Gleahaven Road to urge you to reject the proposed Gleahaven 3rd Addition subdivision. This project would fundamentally alter the character and feel of our neighborhood in ways that are inconsistent with Wayzata's values and our community's long-term interests.

My family has called this neighborhood home for nearly eleven years. We chose Gleahaven Road specifically for its defining qualities: quiet streets, low density, and mature tree canopy. The proposal to replace two existing homes with four new ones would destroy these qualities permanently.

### **Density That Doesn't Fit**

Gleahaven Road is a small, dead-end street with nine homes on large lots—ranging from 13,000 to 38,000 square feet. Adding four new residences where only two exist today nearly doubles occupancy at the street entrance. Meeting minimum zoning compliance is not the same as being appropriate for this location. This level of density is fundamentally incompatible with the established character residents depend on. Unlike downtown Wayzata or in Plymouth suburb where there is a higher density, this street/neighborhood has larger lot sizes creating more open space between homes. That more open feel is an important and valued aspect of the neighborhood.

### **Real Safety and Traffic Concerns**

Currently, this location has two modest driveways serving minimal traffic. The subdivision would generate four separate households—each with multiple vehicles—entering and exiting daily on a narrow street that cannot be widened due to topography and right-of-way constraints.

This matters directly to families here. My children catch the school bus at Gleahaven and Gleason Lake Road, where visibility is already limited by the hill and curve. Significantly increased traffic at this intersection creates genuine safety risks for child pedestrians and school transportation.

### **Environmental Loss That Cannot Be Recovered**

The mature trees on these parcels currently provide visual screening and sound buffering from Gleason Lake Road. The proposed grading and construction will remove these trees and flatten the natural topography that shields our neighborhood. Replacement landscaping cannot recreate what will be lost—these impacts are permanent.

Our home will lose its green-space view and face direct sight lines to newly constructed homes and the busier road beyond.

### **The Rental Argument Doesn't Hold**

The applicant suggests residents prefer redevelopment because of rental concerns. This misses the point. These rentals have been quiet and well-maintained. More importantly, rental status is temporary—homes could be sold to buyers who will be owner-occupied without any need for subdivision. The presence of tenants does not justify transforming the neighborhood's fundamental character.

### **Property Value and Property Rights**

The quiet, low-density nature of Gleahaven Road is not incidental to its value—it is central to why people live here. Increasing density, removing trees, adding traffic, and eliminating views will directly diminish property values for existing residents.

**Irreversible Consequences**

Unlike rental turnover or other neighborhood changes, subdividing land cannot be undone. Once approved, the traffic, environmental, safety, character, and financial impacts will be permanent fixtures of this street for decades to come.

We chose this neighborhood deliberately, and we maintain our home and participate in our community. We are not opposed to development or change—we are opposed to development that is wrong for this particular neighborhood. Wayzata's reputation rests on thoughtful planning that respects context and existing residents.

I urge the City Council to preserve the two-home configuration that has served this neighborhood well and to reject a proposal that prioritizes density compliance over community character and resident welfare.

Thank you for your consideration. I look forward to the February 9th hearing.

Respectfully,

Ryan Schultz

108 Gleahaven Road

**From:** [Morgan Kaufman](#)  
**To:** [City](#); [Dan Koch](#); [Alex Plechash](#); [Molly MacDonald](#); [Ken Sorensen](#); [Andrew Mullin](#); [Nick Kieser](#); [Haily Hedblom](#)  
**Subject:** Proposed Glea Haven 3rd Addition subdivision  
**Date:** Wednesday, January 28, 2026 8:15:54 PM

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Hello Members of the Wayzata Planning Commission and City Council,

We wanted to reach out in regards to the proposed Glea Haven 3rd Addition Subdivision at 190 Gleason Lake Road and 121 Gleahaven Rd. We are **STRONGLY AGAINST** this development.

Our young family of 5 live at 167 Gleahaven Rd. When we bought in this neighborhood, we fell in love with the quiet and charming character that defines our neighborhood. There's so much value that would be lost if 2 lots became 4.

Speaking of adding 4 new construction homes, they would completely take away from the well established, maintained cul de sac. Including the mature trees and greenery. Which would again dramatically decrease and take away from our current neighborhood quality.

Not to mention the amount of traffic that would increase on an already busy/hard to see hill/street (Gleason Lake Rd), would be incredibly dangerous for the active community. Pedestrians/School Buses/emergency vehicles etc. It is absolutely scary trying to walk as a family or walk a dog and cross the street.

We are asking the planning commission and city council to **REJECT** the proposed Glea Haven 3rd Addition.

We unfortunately will not be able to attend the meeting on February 9th, but appreciate your attention to this matter and your service to our community.

Blessings,

Pete Trinh and Morgan Kaufman  
167 Gleahaven Rd  
Wayzata

Dear Members of the Wayzata Planning Commission and City Council,

We are property owners at 110 Gleahaven Rd, across from and with a prominent view of the proposed new subdivision. We were dismayed to learn of the extent of this proposal, replacing two lovely homes with four new single family homes.

As you well know, Gleahaven Rd is a quiet cul de sac. The street is tree lined, natural, the homes have privacy, the atmosphere is serene, and the homes have varied architecture. While we support controlled growth of the community, this development would sacrifice the unique character of this street which is so close to the center of Wayzata. The addition of four single family homes with the same look and feel would make Gleahaven Rd seem like any other high density subdivision found in neighboring communities. Aesthetics and architectural variety would certainly suffer due to this proposal subdivision, likely resulting in reduced property values.

More importantly than those considerations, we worry for the safety of our small Gleahaven community. Four homes nestled around a small corner and the likely 8-10 vehicles that would be entering and exiting multiple times per day would be a significant increase to an already dangerous intersection with difficult sight lines and very close proximity to an exit ramp. It is challenging enough to try to walk one's dog, accompany children to the bus stop, or just try to cross Gleason Lake Rd to get to the sidewalk. Adding to the traffic with four homes and all of the coming-and-going that would entail seems both unwise and unsafe. An additional practical consideration is that Gleason Lake Rd is soon to be redesigned and remediated because it is generally acknowledged that there are safety and speed concerns. The addition of four homes so close together and the traffic they will generate is not part of that roadwork plan that is already in the works.

For these reasons, we oppose the proposed Glea Haven 3rd Addition subdivision. We look forward to the upcoming public meeting on February 9 and will gladly share our views in that forum.

Sincerely,

Kumar & Kathy Das Gupta

110 Gleahaven Rd

Wayzata

**From:** [Michelle Schultz](#)  
**To:** [City](#); [Dan Koch](#); [Alex Plechash](#); [Molly MacDonald](#); [Ken Sorensen](#); [Andrew Mullin](#); [Nick Kieser](#); [Haily Hedblom](#)  
**Subject:** Strong Opposition to Proposed Glea Haven 3rd Addition (190 Gleason Lake Rd & 121 Gleahaven Rd)  
**Date:** Wednesday, January 28, 2026 11:18:13 AM

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Dear Members of the Wayzata Planning Commission and City Council,

I am writing as a long-time resident of Gleahaven Road (108 Gleahaven) to express my strong opposition to the proposed Glea Haven 3rd Addition subdivision at 190 Gleason Lake Road and 121 Gleahaven Road.

My family, which includes our two children, have lived here for nearly eleven years, and we deeply value the quiet, low-density, heavily treed character that defines this neighborhood. The proposed redevelopment, replacing two existing homes with four new single-family homes, would fundamentally and permanently alter this character in ways that are neither necessary nor beneficial to the neighborhood or community.

## **Request**

For the many reasons set forth below, I respectfully urge the Planning Commission and City Council to **reject** the proposed Glea Haven 3rd Addition and preserve the existing two-home configuration that has served this neighborhood well for decades. This proposal is simply not the right fit for this uniquely quiet, green, and low-density part of Wayzata.

### **1. The proposed increase in density is incompatible with the established neighborhood**

While the applicant emphasizes that the 4-lot configuration technically complies with R-3 density minimums, numerical compliance does not make the subdivision appropriate for this location. Gleahaven Road is a small, dead-end neighborhood road with only nine existing homes, all on large lots ranging from approximately 13,000 to 38,000 square feet (per the applicant's narrative, p. 3). Adding four new homes where only two exist today nearly doubles the number of residences at the entrance to our street. This fundamentally changes the feel of the neighborhood and contradicts the large-lot, low-traffic, green-space character that existing residents rely on and value.

### **2. Traffic impacts will be significant and unavoidable**

The current configuration includes:

- One driveway on Gleason Lake Road for the single-family home, and
- One small, lightly used driveway for the duplex on Gleahaven Road. The duplex unit is small, and per our observations over many years, it has never been occupied by more than 2 adults and a toddler. Often, due to the small size, there is just a single occupant renter.

Under the proposed subdivision, four homes would be accessed from Gleahaven Road. Even with two shared driveways, four separate households (each almost certainly with multiple cars) will be entering and exiting daily on a narrow, non-expandable road. The grading plan also shows no ability to widen the street due to the steep hill and limited right-of-way (Preliminary Plat, p. 1–2).

Both of my children attend Wayzata Public Schools and take the school bus to and from the stop at the corner of Gleahaven Road and Gleason Lake Road. The increased traffic created by four additional homes materially reduces the safety of this bus stop, where children wait, cross, and board the bus on a road that already has limited visibility due to the existing hill and curve.

This is not a minor change. It places a disproportionate traffic burden on a street not designed to absorb it, and it poses real concerns for general safety, including child pedestrian and school transportation safety, walkability, and emergency vehicle access.

### **3. Loss of mature trees, green space, and natural noise buffer**

The existing parcels provide a mature tree canopy, many of which are identified in the tree inventory (Preliminary Tree Plan, pp. 5–6). They form the natural landscape that shields Gleahaven Road from the noise and visual intrusion of Gleason Lake Road.

The proposed subdivision requires substantial grading, stormwater excavation, and driveway construction, removing multiple mature trees and flattening a natural hill that currently serves as a sound and sight barrier. Once removed, these environmental and visual and sound aesthetic benefits cannot be replaced by landscaping.

As a result, our home at 108 Gleahaven will lose its current green-space view and instead face newly constructed homes and direct sight lines to Gleason Lake Road. These impacts are permanent and cannot be meaningfully mitigated with replacement landscaping.

### **4. Claims about rentals do not justify subdivision**

The applicant cites “concerns about rentals” as a reason residents purportedly prefer redevelopment. However:

- We have experienced no negative impacts from the rental status of these homes, which have been quiet and well maintained.
- Rentals are not permanent; the homes could be sold as owner-occupied tomorrow without any need for subdivision.
- The presence of renters does not justify transforming two lots into four or altering the fabric of the neighborhood.

### **5. Project will negatively impact property values**

Changing the character of the street by increasing density, reducing green space, increasing traffic, and degrading views will have a negative impact on home values on Gleahaven Road, including my own. The quiet, low-density nature of the neighborhood is a material component of its market value, and the proposed plan would directly undermine it.

Further, if the City approves a subdivision that diminishes private property values by materially altering the surrounding conditions, this raises concerns resembling an “inverse condemnation” or eminent-domain-type effect where government action effectively reduces the value or utility of private property without compensation. While this is not a formal eminent domain taking, the impact on property rights and value is meaningfully similar.

### **6. This project is unnecessary and out of character**

If we had wanted to live in a high-density neighborhood with smaller lots and houses packed closely together, when we built our home in 2015, we would have built in nearby areas such as North Plymouth or Medina. We and our neighbors chose Gleahaven Road precisely because of its low density, mature trees, and peaceful character. The proposed layout, despite meeting numerical zoning minimums, contradicts the spirit of this neighborhood and Wayzata’s broader commitment to thoughtful development that respects existing context.

### **7. The subdivision creates permanent adverse impacts**

Unlike rental turnover, subdividing land is irreversible. If this plan is approved, the environmental, safety, visual, traffic, character and property value impacts cannot be undone. The long-term costs to the neighborhood outweigh any stated benefits of replacing two well-functioning homes with four large new ones.

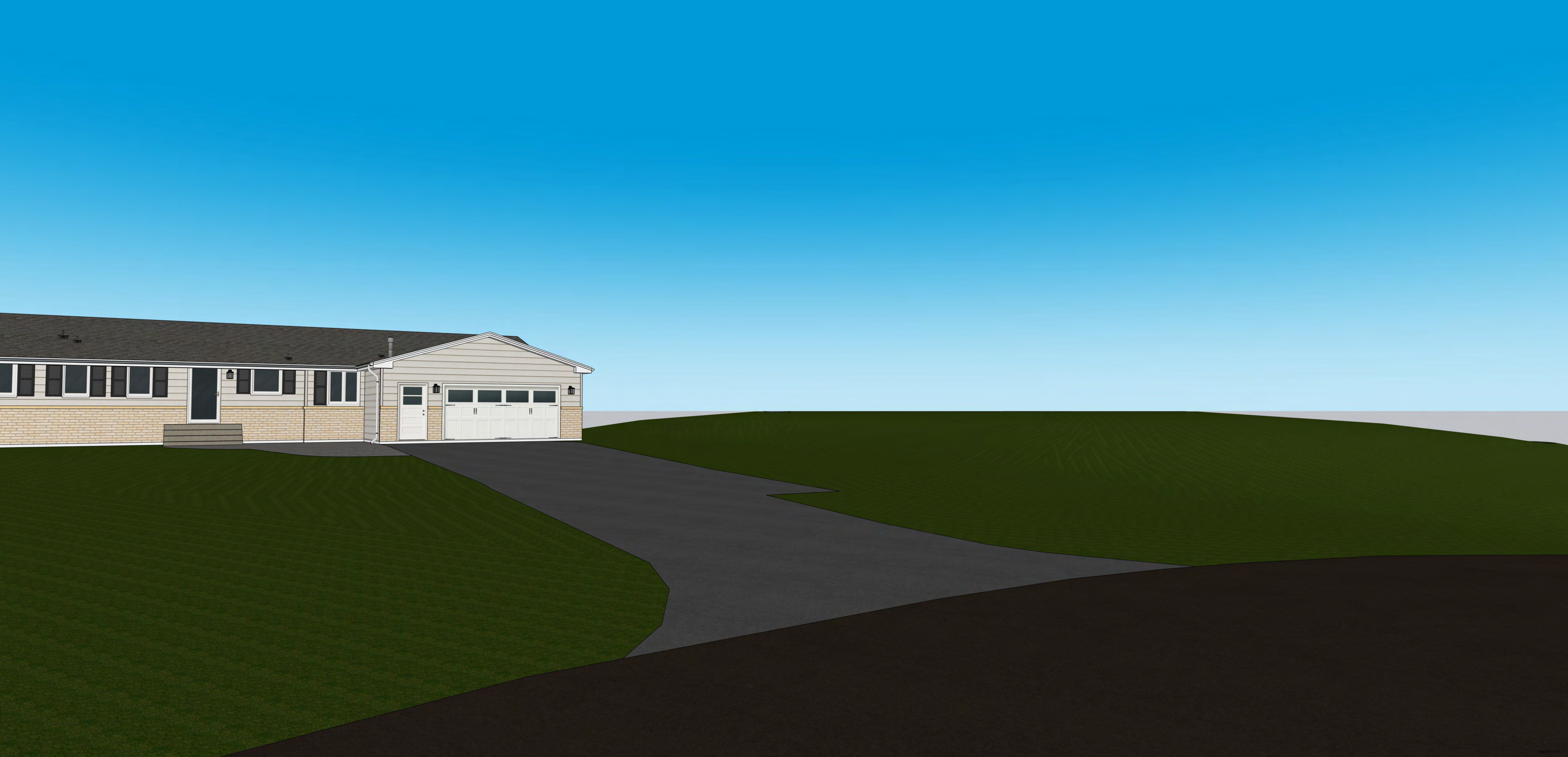
Thank you for your consideration and for your service to our community. I would be happy to answer questions. I also plan to attend the public hearing on February 9<sup>th</sup>.

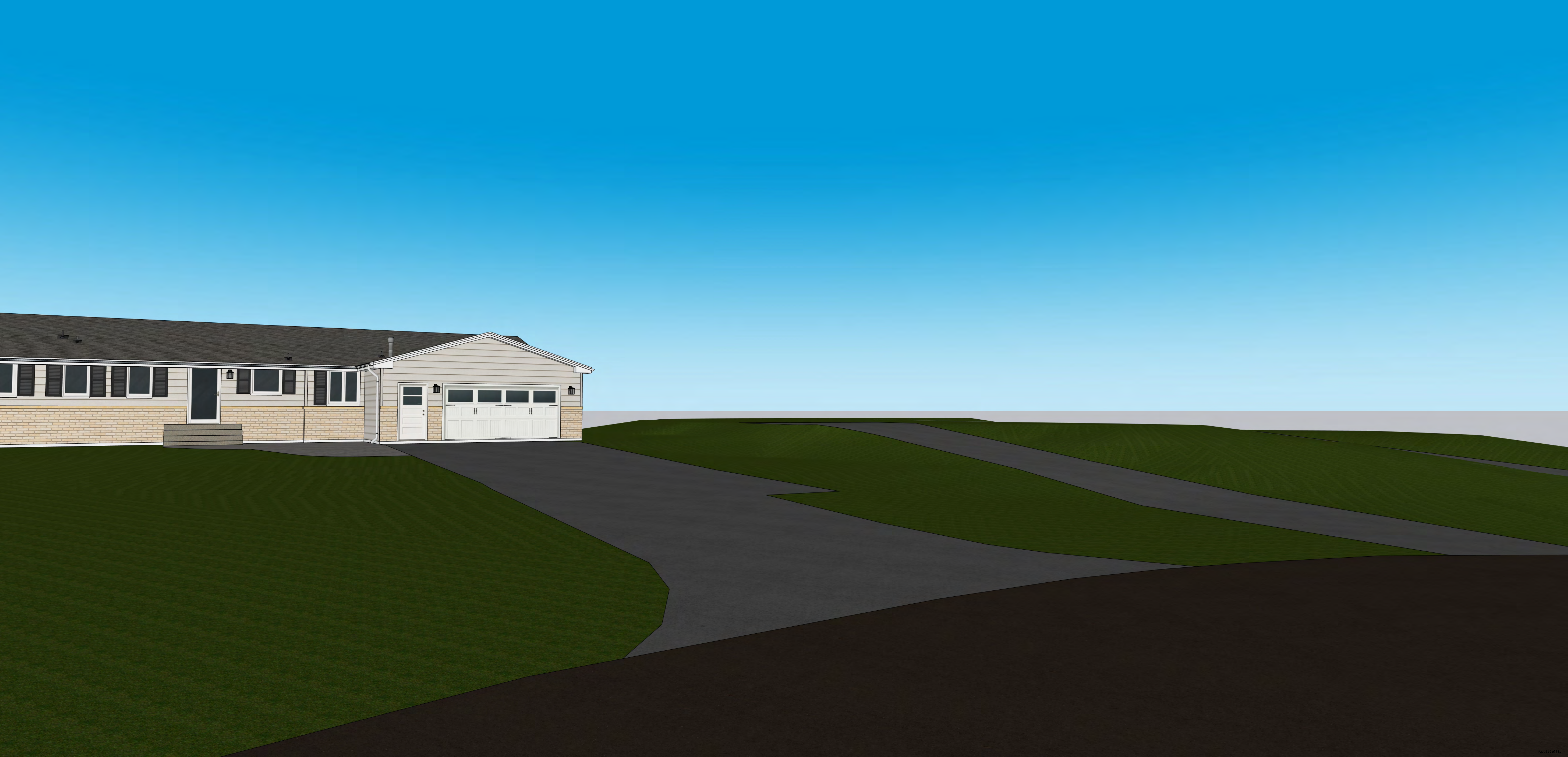
Sincerely,  
Michelle Schultz  
108 Gleahaven Road  
Wayzata, MN 55391



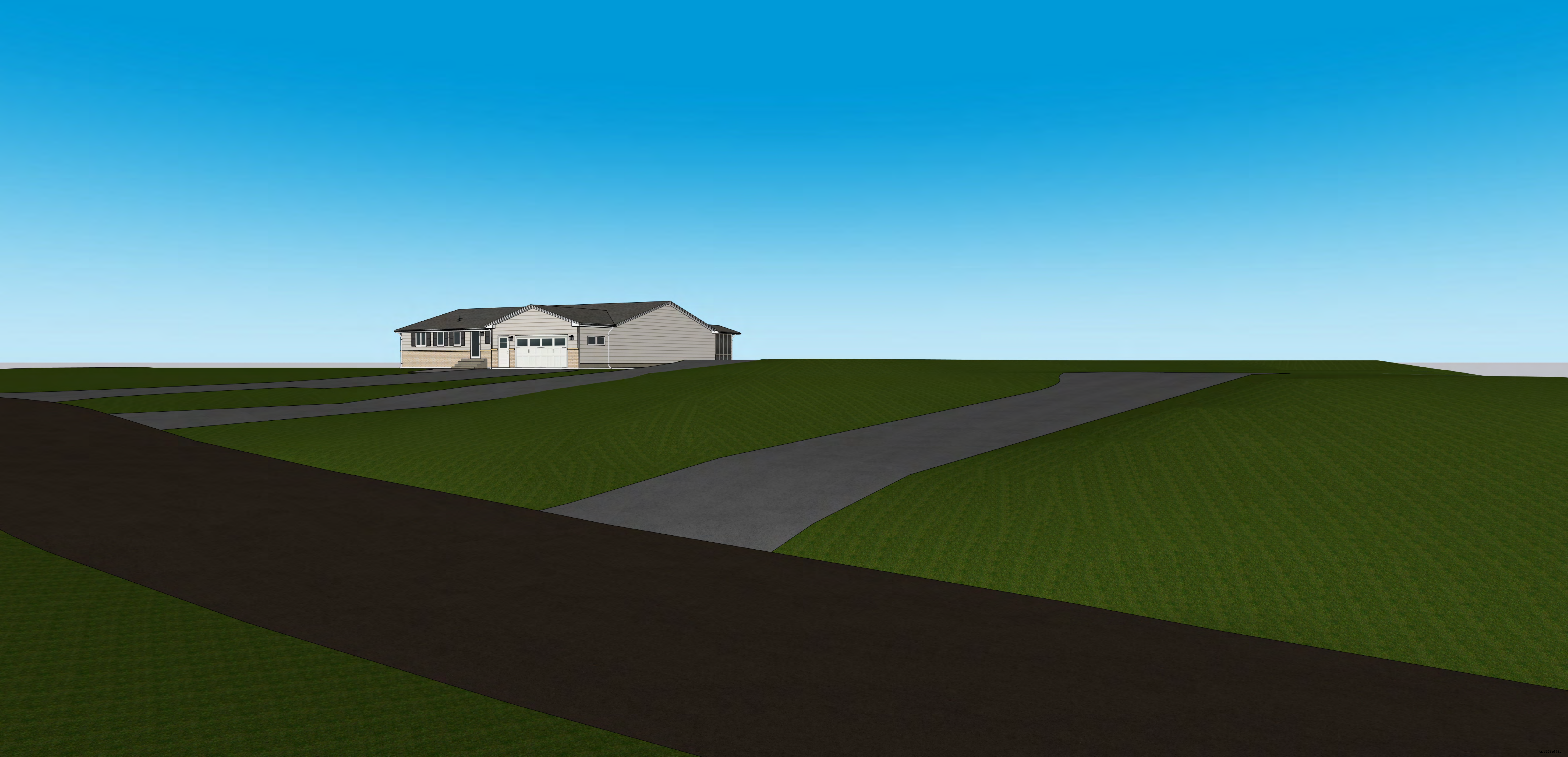


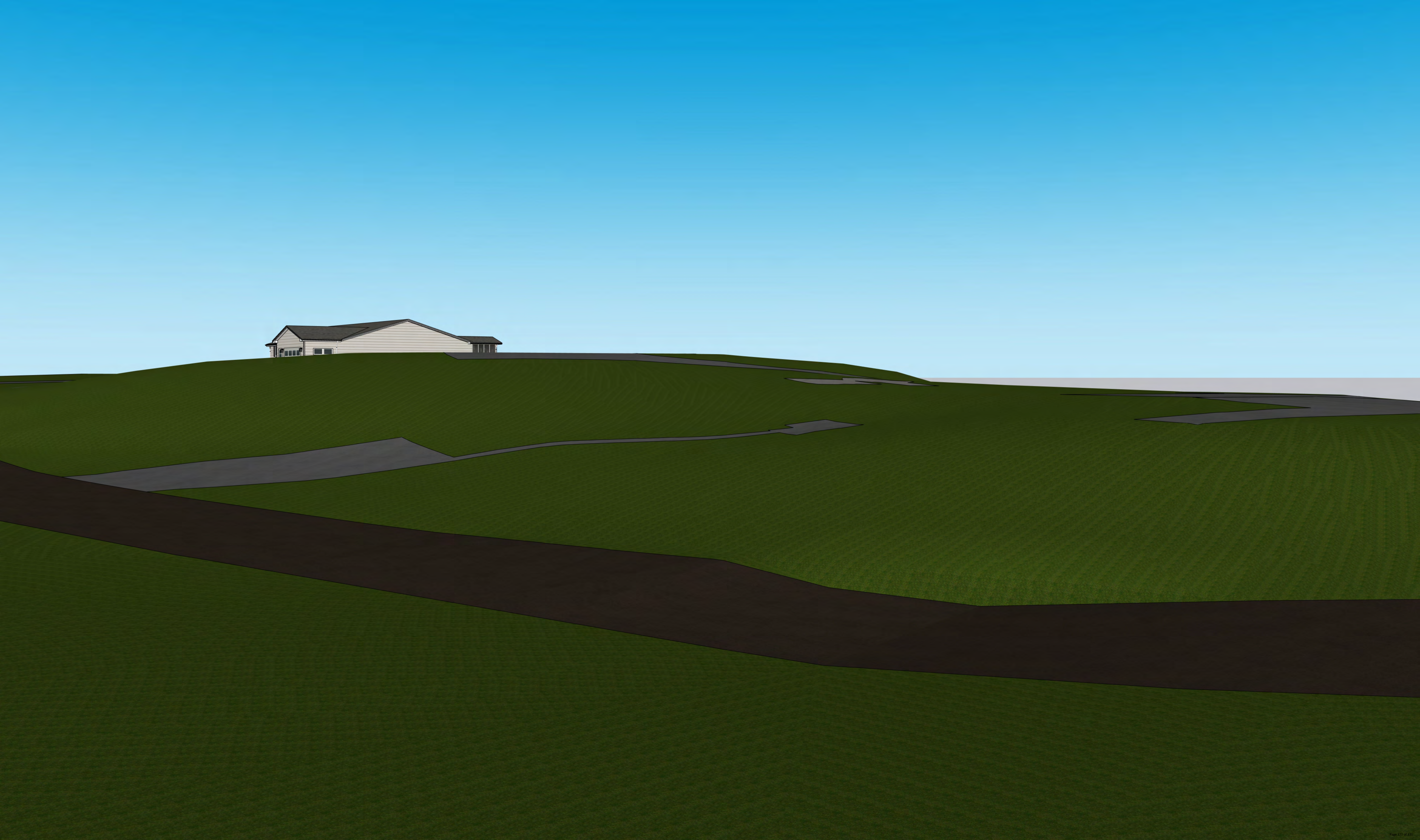


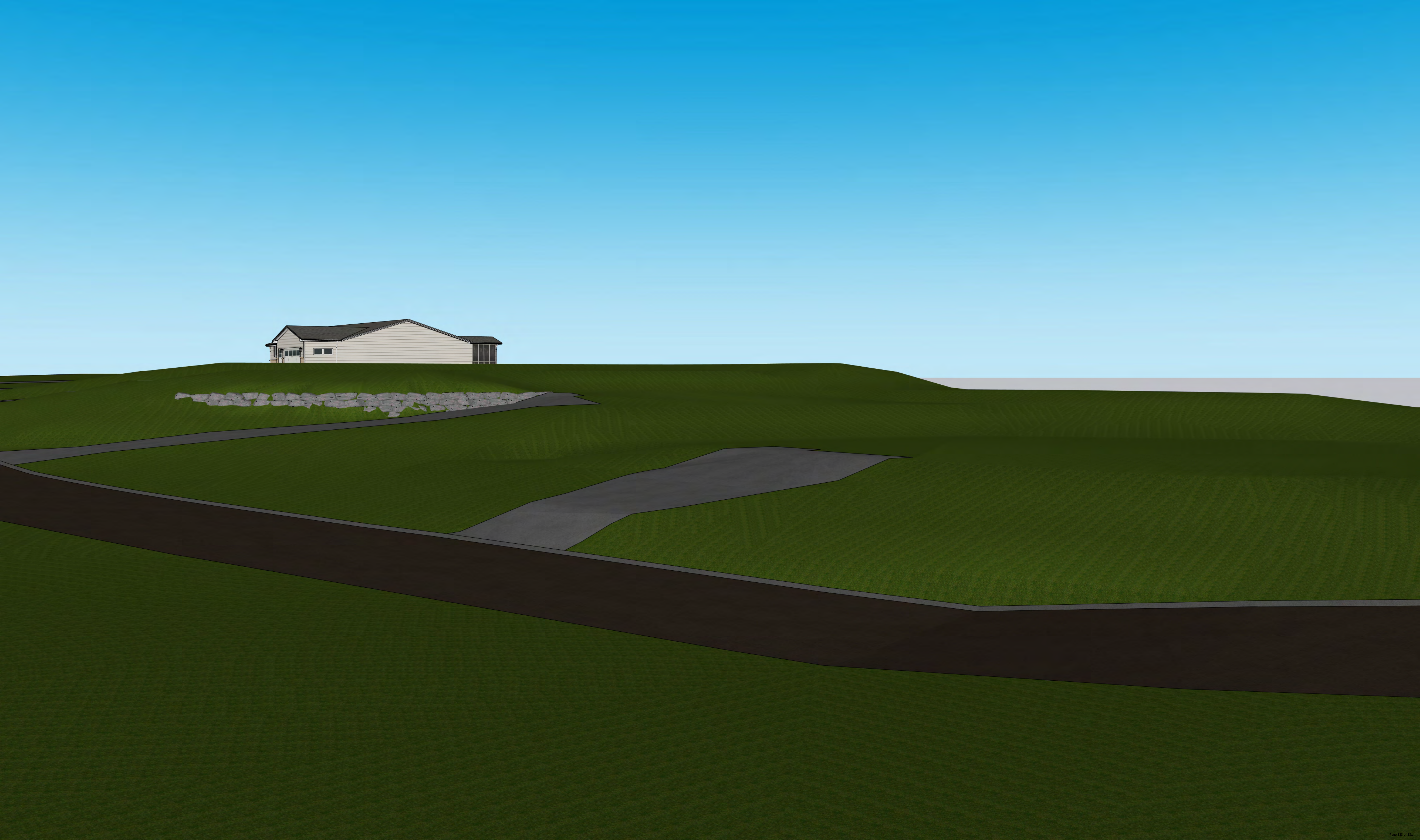














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