AMENDED - WAYZATA CITY COUNCIL MEETING AGENDA

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, April 17, 2018

5:30 PM - LOCAL BOARD OF APPEAL & EQUALIZATION MEETING

ITEM	DESCRIPTION	PRESENTER	DK	ST	KW	JM	AP	VOTE	PAGE #
1	**Public Meeting**								3
a.	Open Local Board of Appeal & Equalization Meeting								
b.	Hear Appeal(s)								
c.	Adjourn or Continue Meeting to May 1, 2018								

7:00 PM (or immediately following) - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	DK	ST	KW	JM	AP	VOTE	PAGE #
1	**Call to Order**								
2	**Pledge of Allegiance**								
3	**Roll Call**								
4	**Approve Agenda**								
5	**Public Forum - 15 Minutes (3 min/person)**								
a.	Volunteer Committee Update and Cargill Donation Presentation	Lynn McCarthy & Lindsey Kaufman							
b.	Step to It Initiative by Hennepin County	Anne Nelson							
6	**New Agenda Items (3 min/councilmember) - 1. Councilmember suggest item to add; 2. Must be seconded by another Councilmember; 3. Determine staff resources, scheduling & timeframe; 4. Discuss & vote to add to future agenda**								
a.									
7	**Consent Agenda**								49
a.	Approval of City Council Workshop Meeting Minutes of April 3, 2018 and City Council Regular Meeting Minutes of April 3, 2018								
b.	Approval of Check Register								
c.	Approval of Municipal Licenses								
d.	Police Activity Report								
e.	Building Activity Report								
f.	Accept Mediacom Quarterly Customer Service Report								
g.	Approval of Verizon Antenna Monopole Agreement								
h.	Approval of Second Reading of Ord #779 Amending the Official Zoning Map to Rezone Properties at 259, 269, 275 Lake St E & 339 Barry Ave S to PUD								
i.	Approval of Resolution No. 18-2018 Re-Approving the Final Plat for Harrington Gates at 309 and 341 Ramsey Rd								
j.	Approval of Resolutions 21-2018 and 22-2018 in Support of Grant Applications to Hennepin County and the Met Council for Clean Up of 253 Lake St								
k.	Approval of Second Amendment to Sprint's Site Lease/Agreement								
l.	Approval of Award of Quote to Keys Well Drilling Company for Rehabilitation of Well #4								
m.	Approval of Resolution No. 20-2018 to Accepting Donation from Cargill								
8	**Public Hearing**								
a.	***PUBLIC HEARING AND CONSIDER APPROVAL of*** Resolution No. 19-2018 Vacating Sanitary Sewer Easement at 1330 Wayzata Blvd E	Thomson							222
9	**New Business**								
a.	Approval of Survey Proposal and Authorize Staff to Execute a Professional Services Agreement with Sathre-Bergquist, Inc. for the Lake Effect Design Area	Kelly							
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 1 & 15, 2018
Planning Commission - May 7 & 21, 2018

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.

Jeffrey Dahl

From: Rolf Erickson <assessor84@comcast.net>
Sent: Tuesday, April 17, 2018 2:55 PM
To: Jeffrey Dahl
Subject: Last minute applicant

Hi Jeff,

We had a call from Ann Marcus today at 11:23 about the value of the following property. We have made an appointment to view the property tomorrow.

Ann & Duane Marcus

05-117-22-21-0038

398 Waycliffe Dr. N.

Purchased 2/18 for $766,859.

Rolf

To: Wayzata City Council and the tax assessors office

From: Philip Gary Petersen and Kristan L Petersen

Address: 205 Ferndale Rd South

Re: 2018 Assessed Value for taxes payable in 2019;

Paul Kingsburg from the County Assessors office met with me at our property on Thursday, April 12th to discuss our assessed value for 2018 which is $813,000. Last year our assessed value jumped to $817,000 from $739,000 in 2016. We overlooked the process to dispute the increase, but are doing so now for the 2018 assessed value.

I pointed out to Paul that the furnace, water heater, and air conditioner are over 30 years old and are at the end of their useful life. A drive by will confirm that the very long 6 ft high stone retaining wall along the Ferndale driveway is severely bowed and ready to topple. The house has negative drainage all around that would take complete regrading of the property to correct. Last August, our basement was flooded. Our 500 sq ft family room in the lower level was completely remediated to unfinished space which Paul witnessed. We are not going to finish the area off.

Our house is now 2500 sq ft with the lower level room unfinished and our lot is 1/2 acre on the drag strip called Ferndale.

The house behind us at 140 Highland Lane was a solid rambler of 2424 sq ft on 3/4 acre lot off a busy street. It sold in February of 2016 for $780,000;

The house at 113 highland Ln just sold for $925,000. It's 4000 sq ft in turnkey condition with a 2013 complete remodel. The lot is twice our size at one acre.

Paul called this morning to convey his recommendation to adjust the 2018 assessed value to $759,000. We paid $680,000 in 2013 from the Killians on a Contract for Deed (which is recorded) and have not done any updating. We feel Paul's estimate after assessing all the factors is a fair compromise.

We look forward to your response.

Thank you!

Philip Gary Petersen

Kristan L Petersen

Henry To & Ka May Tsang

4/10/2018

Local Board of Appeal
City of Wayzata
600 Rice Street E
Wayzata, MN 55391

Re: Property Valuation for 205 Gleason Lake Road

Dear members of the Local Board,

I am writing to you to appeal the valuation of our house on 205 Gleason Lake Road. The dramatic increased in the property valuation of this house is unfair and not accurate in comparison to the increase of the valuation of the other houses to the left and right of our house. While the houses to our left and right have seen their valuation increased around 24% from their purchase price, ours have increased over 52% over similar time period.

We bought our house on 12/2011 for $450,000, it is currently valued at $686,000, over 52% increased.

The house 2 doors to the west (165 Gleason Lake Road) was bought less than a year after ours for $442,300. This house is currently valued at $551,000, a 24.57% increase from its purchased price.

The house 2 doors to the east (233 Gleason Lake Road) was bought a year before ours for $525,000. It is current valued at 656,000, a 24.95% increased from its purchased price on 11/2010.

Here we have 3 houses within a few doors from each other, sold within a few years of one other. One house to our west and one house to our east, one sold less than a year before ours and one sold less than a year after we bought ours. Both the house to our west and the house to our east have their valuation increased by 24%, but our house, sitting the middle of these two, our house has its valuation increased by over 52%. We humbly request that our property valuation be in line with these 2 houses, to have its valuation increase by 24.5% from the purchase price and have its valuation adjusted to $560,250.

Sincerely,

Henry To

Henry To
(650)504-2807
213 Los Robles Dr,
Burlingame, CA 94010

4/10/2018

Application

10256 - 2018 TBRA Cleanup Spring Round - Final Application

10522 - Lake Street Condos
TBRA Cleanup

Status: Editing

Submitted Date:

Applicant Information

Primary Contact:

Name:* Salutation: | Calista (First Name) | Middle Name: | Timmerman (Last Name)

Title:* Environmental Engineer

Department:

Email:* ctimmerman@landmarkenv.com

Address:* 2042 West 98th Street

* Bloomington (City) | Minnesota (State/Province) | 55431 (Postal Code/Zip)

Phone:* 952-666-2433 (Phone) Ext.

Fax:

What Grant Programs are you most interested in?* TBRA Cleanup

Organization Information

Name:* WAYZATA, CITY OF

Jurisdictional Agency (if different):

Organization Type: City

Organization Website:

Address:* 600 RICE ST E

*	WAYZATA City	Minnesota State/Province	55391 Postal Code/Zip

County:* Hennepin

Phone:* 612-473-0234 Ext.

Fax:

Primary Grantee Information

Grantee Type* City

City in which the project is located Wayzata
If the city name does not appear in this list, contact the appropriate LCA program coordinator.

If more than one governmental entity is collaborating on this application, please explain and list the names of all participants

Who will be the Project Manager at the city, county or local development authority for this project?

Contact name* Jeffrey Dahl

Mailing address* 600 Rice Street East

City* Wayzata

Phone* 952-404-5309
Do not enter punctuation (enter as "6515551212")

Email address* jdahl@wayzata.org
After entering this information, click SAVE in the Command Bar at the top of the screen.

Developer

Organization name	Street address	City, state, zip			Contact name	Phone	Email
TBD LLC	1907 Wayzata Blvd, Suite 250	Wayzata	MN	55391	Traci Tomas	952-473-1700	ttomas@continentalpropertygroup.com

Other project contacts

Name	Title	Organization	Street address	City, state, Zip	Phone	Email

Caroline Elling	Landmark Environmental, LLC	2042 West 98th Street	Bloomington	MN	55431	952-666-2414	celling@landmarkenv.com

I-A-1 Site Use, Characteristics & History

Street address of project site*

253 Lake Street East

300 characters

Wayzata

Select the city in which the project site is listed. NOTE: Only the names of cities participating in the Livable Communities program are included in the list.

Site Size, Use & Condition

Enter the total size of the project site, in acres. Up to one decimal place is allowed in each (e.g., "8.7"). Enter the numbers only; do not enter "acres."

*

1.25

Total project site size

Identify the current land use(s) on the project site. (Select all that apply by pressing Control+Click to select more than one, if necessary.)

Current site use (s)*

Commercial, Vacant

Select as many as apply; if 'Other,' explain below.

If 'other,' describe

Describe the physical condition of the existing buildings (if any) on the site.*

Three buildings exist on the site: Main Building, Metal Building A, and Metal Building B as shown on the attached Figure. All three structures are aged and would required significant improvements if they were continued to be used. Asbestos-containing materials have been identified in the existing buildings.

2,000 characters max

Site History

Summarize the previous land use(s) on the project site.*

In summary, the property was depicted as wetland area prior to development. By 1912, a blacksmith shop was present at the property. Additions to the building were constructed in subsequent years and by 1950, the Main Building consisted of three parts: tin shop, auto sales, and auto services. Also, by 1950, Metal Building A was present and identified with two parts: auto repair and paint spraying room. Between 1963 and 1967, Metal Building B was constructed and identified with the label, "Spray Paints".

Previous occupants of the property have included the following: auto body and service shops, lawn mower sales and/or service shops, new and used car dealers, a tailor/cleaner (no dry-cleaning operations), and commercial offices. Currently, the property is unoccupied and used for storage.

If the prior uses are identical to the current use indicate 'No prior uses'. 5,000 characters max

I-A-2 Amount of Existing Developed Space and Occupancy

What is the amount of gross floor space for all buildings on the project site by type?

Residential*	0 Square feet	0% % occupied - enter an integer only
Commercial*	10165 Square feet	0% % occupied - enter an integer only
Industrial/utility*	0 Square feet	0% % occupied - enter an integer only
Institutional*	0 Square feet	0% % occupied - enter an integer only
Other*	0 Square feet	0% % occupied - enter an integer only

Describe 'other'

250 characters

Total 10165
Calculated total

I-A-3 Vacancy - Lots and/or Buildings

Are there any vacant lots within the project site?*	Yes	
For undeveloped lots, how long have the lot(s) been vacant?	0 Years	6 Months
Are there any vacant buildings within the project site? *	Yes	
For buildings that are 100% vacant, how long have the buildings been vacant?	0 Years	6 Months

Additional comments regarding vacancy.

Consider comments regarding use by CPG (lack of taxable businesses...)

I-B-1 Contaminants of Concern

What contaminants of concern (e.g., hazardous substances, pollutants, contaminants, petroleum contamination) have been identified at the site? Include known contaminants to be addressed by non-TBRA funding.*

Contaminants of concern at the site include diesel range organics ("DRO") in soil, benzene in groundwater, and asbestos containing materials.

What is the likely source of contamination?*

The suspected sources of soil and groundwater contamination are from the gas station that was formerly east-adjoining the property and railroad property supporting petroleum tanks formerly south-adjoining the property beyond Lake Street. The gas station operated from at least 1950 until 1994; since that time the property has supported a parking lot. The tanks were removed from the south-adjoining property by 1956 and the property has since supported a parking lot.

The anticipated shallow groundwater flow is south toward Lake Minnetonka at a depth of four feet. However, based on the Property's proximity to the lake, groundwater flow likely fluctuates and may flow northerly at times due to seasonal variations and surface water elevations of Lake Minnetonka.

What are the general types of contamination to be addressed *using TBRA funding* within the project site? *	Soil contamination/hazardous wastes, Petroleum, Asbestos
If 'other,' describe:	

I-B-2 Responsible Party (RP)

Has a Responsible Party been identified for any of the contaminants listed in Section I-B-1?*	No (See MN Statutes Section 115B (for non-petroleum) or 115C)

I-B-3 For TBRA Requests Involving Soil Contamination

How much soil (contaminated AND uncontaminated) in cubic yards will be excavated for construction of the project?	300 Total Excavation (In cubic yards - enter an integer only)		
How much of the soil excavated (contaminated and uncontaminated) will be disposed of OFF SITE in cubic yards and tons?	300 All Exc. - Off-Site (In cubic yards)	450 All Exc. - Off-Site (In tons)	1.5 Conversion factor
How much CONTAMINATED soil will be disposed of OFF SITE, in cubic yards and tons?	300 Contam ONLY - Off-site (In cubic yards)	450 Contam ONLY - Off-site (In tons)	1.5 Conversion factor
How much CONTAMINATED soil will be managed and remain ON SITE, in cubic yards and tons?	0 Contam ONLY - On-Site (In cubic yards)	0 Contam ONLY - On-Site (In tons)	0 Conversion factor

I-B-4 Soil Cleanup Unit Cost Rates

Soil Management	Unit Cost
Excavation/Loading Contaminated Soil (Cubic Yards)	$8.00
Excavation/Loading Clean Soil (Cubic Yards)	$0.00
Hauling Contaminated Soil (Tons)	$13.00
Hauling Clean Soil (Cubic Yards)	$0.00
Disposal of Contaminated Soil (Tons)	$17.00
Disposal of Clean Soil (Tons)	$0.00

I-B-5 For TBRA Requests Involving Ground Water Remediation

Describe the results of the ground water investigation and the proposed Remediation Action Plan for ground water.

Not applicable.

I-B-6 For TBRA Requests Involving Soil Vapor Mitigation

Do the detected soil vapor intrusion screening values (ISVs) exceed 33x ISVs?	No (ISV based on sampling event(s) completed prior to date of application)
Summarize the proposed vapor mitigation measures.	Not applicable. (2,000 characters max)

I-B-7 For TBRA Requests Including Asbestos Abatement

Does the building owner or operator have an asbestos operations and maintenance plan?	No

Asbestos Cost Rates

Location	Material Description	Qty Friable	Qty Non-Friable	Unit	Unit Cost	Est. Total $
Roof	Gray sealant on roof perimeter and roof vents		1	Each	$1,000.00	$1,000.00
Roof joist - west office space	Transite panel remnants		1	Each	$3,000.00	$3,000.00
		0	2			$4,000.00
Exterior west wall	Transite paneling		690	Square Foot (SF)	$10.15	$7,003.50
East office middle room and two offices	Linoleum - white with brown/yellow/black flakes	420		Square Foot (SF)	$7.85	$3,297.00
Two small offices	Linoleum - brown	100		Square Foot (SF)	$6.00	$600.00
East office area	Black mastic		1282	Square Foot (SF)	$3.90	$4,999.80
Closet, northeast part of east office area	Floor tile (off-white) and black mastic	8		Square Foot (SF)	$12.50	$100.00
		528	1,972			$16,000.30
		528	1,974			$20,000.30

I-C-1 Cleanup Oversight

Consultant Name	Consultant Company	Consultant Address	Consultant Phone	Consultant Email
Calista Timmerman	Landmark Environmental, LLC	2042 West 98th Street	952-666-2433	ctimmerman@landmarkenv.com

I-C-2 MPCA Programs and Contacts

Program	Describe, if 'Other'	ID #	MPCA Contact	Phone	Email
Voluntary Investigation and Cleanup (VIC)		BF0000672	Andrew Nichols	651-757-2612	Andrew.Nichols@state.mn.us
Petroleum Brownfield Program (PBP)		BF0000672	Amy Miller	651-757-2569	Amy.Miller@state.mn.us

I-C-3 Liability Assurance Documents

What liability assurance letters have been received from the PCA for the proposed redevelopment?

Control+Click to select more than one

What liability assurance letters will be requested from the PCA for the proposed redevelopment?

VIC - No Association Determination, VIC - Retroactive No Association Determination, VIC - No Action or No Further Action Letter

Control+Click to select more than one

If 'Other,' describe the types of assurances:

A Response Action Plan approval letter will be issued by the MPCA by May 1, 2018.

1,000 characters

I-D-1 Proposed Redevelopment

Describe the proposed redevelopment. Include the gross square footage for each proposed land use expected to be under construction within three years or less. For projects with a residential use, also include the total number of housing units, including affordable units, if any. *

TBD LLC is committed to redeveloping the property for residential use. One four-story residential building will be constructed, containing 16 market-rate apartments with first floor parking. The building will comprise approximately the southern one-third of the property while the northern two-thirds is planned to be utilized for Public Parking, which will be constructed, owned, and operated by the City of Wayzata. The costs attributed to the planned Public Parking area of the property is not included in this ERF application.

2,000 characters

I-D-2 Proposed Land Uses

GFA by Use

Residential*	17472 Square feet - enter numeral only	
Commercial (including retail & service commercial) *	0	
Office*	0	
Industrial*	0	0 Subtotal Commercial/industrial square footage
Government/public*	0	
Open space*	0	
TOTAL GFA	17472 Gross floor area	

I-D-3 Land Use Intensity

What is the NET BUILDABLE area in square feet within the project site? *	37805
What is the gross square footage of the REDEVELOPMENT site?*	53445

When determining the net buildable area, exclude square feet of areas that are wetlands, steep slopes (slopes of 12% or more), or floodplains or areas that will remain or become public parks.

How much of the GROSS SITE AREA is excluded?	15640

If any area has been excluded, describe why.

Based on a Wetland Investigation Report, prepared by Anderson Engineering of Minnesota, LLC and dated July 21, 2014, and subsequent Notice of Decision by the City of Wayzata dated July 31, 2014 and valid for five years, 15,640 square feet of land in the northwest portion of the property has been declared a Wetland.

I-D-4 Calculated Values

Gross Floor-Area Ratio (FAR)	0.33
Net FAR	0.46

I-D-5 New Infrastructure Investment

Does the proposed redevelopment require new infrastructure investment? * Yes

If yes, describe:

Connections to municipal water and sewer will be provided to the proposed building.

2,000 characters

Will the project need a new connection to a regional waste water interceptor? No

I-D-6 Renewable Energy

Describe the renewable energy systems that will be part of the redevelopment, if any.

The project will incorporate sustainable features and activities into building construction, cleanup, and water usage whenever feasible.

2000 characters

I-D-7 Market Demand

Describe the anticipated market demand for the proposed redevelopment identified above.*

The proposed building will be constructed on a blighted and under-utilized property in the City of Wayzata, creating a significant tax base increase, raising property values on surrounding sites, boosting the local economy and making the neighborhood an attractive place for investment and redevelopment. The highly attractive waterfront of Lake Minnetonka is visible from the property and increases the market demand of the proposed residential condominiums. Recent housing trends in the City of Wayzata have shown an increase in housing prices which indicates an increased demand for housing. State-wise housing trends have also shown a preference for apartment and townhouse living compared with historic preferences for single-family homes. These factors indicate an expected high demand for the proposed residential units.

2,000 characters

II-A-1 Community Engagement

Describe the methods used to identify local community input on the project to date.

TBD LLC has conducted multiple public hearings regarding the proposed development at the project site, collecting input and gathering support for the project. TBD LLC has also met individually with the neighbors at the project site, soliciting support and feedback for the proposed development.

2,000 characters

How have local community goals, priorities or criteria been incorporated into the proposed development?

According to the City of Wayzata's 2020 Land Use Map, as found in the 2030 Comprehensive Plan, the proposed development for the project site matches the planned land use (residential). Additionally, TBD LLC is donating approximately two-thirds of the property to the City of Wayzata for use as Public Parking. The need for public parking is a City initiative.

How will the proposed development promote local small business development, arts/cultural-based businesses, and entrepreneurial opportunities, if any?

The development will provide an increase in parking opportunities along Lake Street, a successful commercial business district within the City of Wazyata and where additional parking is needed. Increasing ease of access to the commercial district will help to boost other developments in the area, as will the substantial improvement in aesthetics of the street based on the proposed development.

What local workforce education, training or referral programs will be used to connect local residents to construction jobs or long-term employment for the proposed development?

Local companies will be hired for as much of the construction work as possible. The engaged environmental consultant and sub-contractors conducting the cleanup will be almost exclusively local businesses and small businesses. Future on-site jobs will be advertised locally with the intention of securing employees from the local community.

1,000 characters

Has the developer entered into a community benefits agreement?	No

II-B-1 Fair Housing

Have you (Applicant) adopted a Fair Housing Policy?*	Yes
Is any housing proposed in this project?*	Yes
If yes, has an Affirmative Fair Housing Marketing Plan been developed (or will an Affirmative Fair Housing Marketing plan be	Yes

developed) for the proposed project?

Want more information?

- *Read about the Minnesota Housing Sample Affirmative Fair Housing Marketing Plan*
- *or download an Affirmative Fair Housing Marketing Toolkit*

If no, will one be in place prior to beginning marketing? Yes

After entering this information, click on SAVE in the Command Bar at the top of the page.

Will the project accept housing choice vouchers? No

If no, please explain why vouchers are not or will not be accepted.

The proposed development will create luxury owner-occupied condominiums.

2,000 characters

II-B-2 Planned Housing Mix

# units	Affordability	# bedrooms	Tenure (own or rent)
16	Market Rate	Three BR	Own

II-B-3 Housing Totals

Total units planned on site 16

II-C-1 Regular Full-Time Jobs

Job title	Job category	New or retained	Annual wage	# jobs, this description	# FTEs	FTEs at Living Wage
Concierge	Office and Administrative Support (43-0000)	New FT job	Over $31,980/year	1.0	1.0	1.0

II-C-2 Part-Time Jobs

Job title	Job category	New or retained	Annual wage	# jobs, this description	# FTEs	FTEs at Living Wage
Property Manager	Management (11-0000)	New part-time jobs	Under $31,980/year	1	0.5	0.5
Building Maintenance	Building and Grounds Cleaning and Maintenance (37-0000)	New part-time jobs	Under $31,980/year	1	0.5	0.5

Housekeeping	Building and Grounds Cleaning and Maintenance (37-0000)	New part-time jobs	Under $31,980/year	1	0.5	0.5
Concierge	Office and Administrative Support (43-0000)	New part-time jobs	Under $31,980/year	1	0.5	0.5

II-C-3 Temporary Jobs

Approximately how many construction and cleanup jobs will be utilized during the redevelopment?* 110

II-C-4 Methodology

Describe the methods used to estimate the new and/or retained jobs identified above.*

Based on typical needs at owner-occupied multi-family residential buildings, as understood by TBD LLC.

II-C-5 Calculated Totals

Total FT jobs (regular positions)	1
Total jobs (regular positions)	5.0
Total FTEs (regular positions)	3.0
Total living wage jobs (regular positions)	3.0

II-D-1 Multimodal Transportation

How does the redevelopment project promote multi-modal transportation, such as biking, walking, riding transit, etc.?

The project site is along a pedestrian-and bike-friendly street, Lake Street, in the City of Wayzata. The project site is less than 2,000 feet from several bus lines. The Dakota Rail Trail is also adjacent to the project site, which is near the head of the trail that extends 13 miles to the west-southwest. The Luce Line State Trail is within 2,500 feet of the project site and extends both east and west for a total of 63 miles.

2,000 characters

II-D-2 Aviation Impacts

Is the project located within 3 miles of an airport? No
Read the FAA Form 7460-1, Notice of Proposed Construction or Alteration

II-D-3 Stormwater and Drinking Water

What are the requirements by your watershed district or city for managing stormwater on the redevelopment site?

The project site is within the Minnehaha Creek Watershed District. The Minnehaha District has the following goal: To manage the volume and flow of stormwater runoff to minimize the impacts of land use change on surface and ground waters. The Watershed District is also concerned with monitoring wetlands, which impacts the project site. The City of Wayzata handles permits for erosion control, wetlands, and stormwater management. TBD LLC will comply with all state and local regulations.

2,000 characters

The re/development will:

Connect ONLY to the municipal storm and sanitary sewer infrastructure?	Yes
Add underground treatment, storage and/or infiltration options for managing stormwater runoff prior to discharge off-site?	No
Add green roof to new or existing structures?	No
Use other water management practices, including groundwater recharge?	No

Best Practices

Will the use of best practices for infiltrating storm water on site be prevented by any soil contamination that remains on site after cleanup and development is done?	No
After redevelopment, how much rainfall (in inches per event) will the site be able to retain *AND* infiltrate on site?	0

Construction-Related Water Discharge

Will the project require a high-volume discharge of contaminated groundwater into the sanitary sewer system (greater than 100 gallons per minute)? No

Drinking Water Supply Management Area

Need more information?

- *NOAA Atlas 14 Volume 8 (PDF)*
- *Minimal Impact Stormwater Design (MIDS)*
- *Get more information about Drinking Water Supply Management Areas*
- *Read the guide for small urban sites*

Is the project site located in a drinking water supply management area (DWSMA) designated by the Minnesota Department of Health? Yes

If yes, how will the cleanup and redevelopment improve water quality in the DWSMA?

The cleanup will involve removing contaminated soil at the project site, therefore reducing the risk of infiltrating water becoming contaminated from soil at the project site.

Other that low-low plumbing fixtures are there any other aspects of the redevelopment that will reduce the use of water or re-use water at the redevelopment site?

The project will incorporate sustainable features and activities into building construction, cleanup, and water usage whenever feasible.

2,000 characters

II-D-4 Parks

What types of parks, trails or open space are within 1/2 mile of the project site? Select all that apply. Regional trail, Local park

If other, describe:

1,000 characters

How is the project site connected to the parks, trails or open space identified above?

The local parks, including Shaver Park, Post Office Park, Klapprich Park & Field, and Wayzata Beach are all connected to the project site via pedestrian sidewalks and bike-friendly streets, and Dakota Rail Trail, a regional trail, is directly adjacent to the property.

Will a new park or trail be created as part of the redevelopment? No

Is the project site directly adjacent to a REGIONAL park or trail? Yes

If the project is adjacent to a REGIONAL park or trail, how does the project provide or enhance natural buffers to REGIONAL parks or trails?

The project site redevelopment will improve the visual appearance by removing the aged buildings in disrepair and constructing a visually-pleasing building and landscaping that is visible to the Dakota Rail Trail.

II-E-1 Parcels

PIN	Address	County
0611722230013	253 Lake Street East, Wazyata, MN 55391	Hennepin

II-E-1A Future Owners

Buyer(s)/ Future Owner	Mailing address	City, state, zip		
TBD LLC	1907 Wayzata Blvd, Suite 250	Wayzata	MN	55391

II-E-1B Current Owners

Seller(s)/ Current Owner	Mailing address	City, state, zip	
Berry and Company, Inc.			MN

II-E-2 Property Sale Status By Parcel

PIN	Status of site control	Buyer (Future Owner)	Purchase price	Expected Purchase Date	Seller (Current Owner)	Year Purchased
0611722230013	PA but no closing date	TBD LLC	$2,500,000.00	06/01/2018	Berry and Company, Inc.	1997

II-E-3 Future Ownership

Will the developer own the property?* Yes

II-E-4 Comments Regarding Ownership

Will the future owners, the current owner, and/or the developer related in any way?*	Yes
If yes, explain how they are or will be related	The TBD LLC will own the property during and after development.

Additional, optional comments regarding ownership or an explanation of transactions depicted above

After entering this information, click on SAVE in the Command Bar at the top of the screen.

II-E-5 Current Net Tax Capacity

PIN	Current taxable market value	Property class	Current net tax capacity
0611722230013	$150,000.00	3a - Commercial Industrial - first $150,000	$2,250.00
0611722230013	$2,268,000.00	3a - Commercial Industrial - over $150,000	$45,360.00

II-E-6 Projected Net Tax Capacity

Description	Future property class	Expected Fair Market Value of the future parcel	Projected net tax capacity, this item
Property - Proposed Building	4a - Apartments - 4 or more units	$15,753,600.00	$196,920.00

II-E-7 Payment In Lieu of Taxes (PILOT)

Does PILOT apply to this application?*	No
If the property will be tax exempt, what annual payments in lieu of taxes will be made after the redevelopment is complete?	$0.00
For how many years?	
What is the source of PILOT funds?	

II-E-8 Increase in Net Tax Capacity

Total current net tax capacity	$47,610.00
Total projected net tax capacity	$196,920.00
Estimated total increase in net tax capacity	$149,310.00 This field will calculate after you save the page

If the calculated increase in net tax capacity differs significantly from your estimates, explain here as needed.

II-F-1 Consistency with Comprehensive Plan

What is the current land use guidance, as identified in the City's future/guiding land use map, of the project site?*

Yes, based on the City of Wayzata's 2020 Land Use Map, as found in the 2030 Comprehensive Plan, the project site's land use should be residential, the planned use for the property.

2,000 characters

Is the proposed development project consistent with the current land use guidance?*	Yes

II-F-2 Consistency with Area Plans

Is the development project site located within an area covered by any small area, neighborhood, corridor or station area plan?*	No

II-F-3 Consistency with Zoning

What is the current zoning designation of the project site?*	C-4A Limited Central Business District 100 characters
Is the development project and its uses, permitted, or conditionally permitted, by the current zoning designation?*	No

If no, what is the proposed zoning designation and when is that zoning anticipated to take effect?

The proposed zoning designation is Residential: the City has approved the preliminary PUD and final approval is expected in Summer 2018.

2,000 characters

III-A-1 Pre-Development Activities

Activity	Start Date	End Date	N/A
Current conditions in the redevelopment area have been assessed		09/01/2017	
Visioning process		09/01/2017	
Concept planning		09/01/2017	
Market Analysis studies		09/01/2017	
Redevelopment alternatives analysis			
Specific redevelopment project identified			
Site control achieved		06/01/2018	
Financing options identified		09/01/2017	
Site Acquired		06/01/2018	
Phase I environmental site assessment		09/15/2017	
Phase II environmental site assessment		12/20/2017	
Hazardous materials survey		01/22/2018	
Response Action Plan		02/26/2018	
Response Action Plan approved		04/29/2018	
Site plan development		10/27/2017	
Detailed design plan		06/01/2018	
Historic preservation review			Yes
City entitlements secured (e.g., site plan approval, zoning approvals, etc.)		05/01/2018	
Construction documents completed		07/01/2018	
Construction financing secured		12/01/2017	
Storm Water Pollution Prevention Plan completed		07/01/2018	

III-A-2 Development Activities

Activity	Start Date	End Date	N/A
Asbestos and/or lead-based paint abatement	07/02/2018	07/02/2018	
Demolition	07/16/2018	08/01/2018	
Cleanup Implementation (Soil, ground water, soil vapor)	08/01/2018	09/02/2018	
Site grading	09/02/2018	09/17/2018	
Construction	09/20/2018	01/01/2020	
Certificate of Occupancy obtained		01/01/2020	

III-A-3 Project Schedule for Multiple Types of Development

For developments with more than one type of use (e.g., residential and commercial), describe any differences from the dates listed above regarding the projected construction and expected occupancy schedule, by type.

Not applicable.

2,000 characters

IV-A-1 Sources

Type	Description	Status	Amount	Commitment Date
Equity	Equity	Committed	$2,797,963.00	03/01/2018
Bank Financing - Construction Note	Bank Financing - Construction Note	Pending (expectedwithin 6 months)	$13,059,261.00	06/01/2018
Bank Financing - TIF Note	Bank Financing - TIF Note	Pending (expectedwithin 6 months)	$1,315,739.00	06/01/2018
Deferred Developer Fee	Deferred Developer Fee	Committed	$1,480,125.00	03/01/2018
Hennepin County ERF	Hennepin County ERF	Pending (expectedwithin 6 months)	$36,275.00	05/01/2018
Met Council TBRA	Met Council TBRA	Pending (expectedwithin 6 months)	$141,165.00	05/01/2018
Private	Private - Continental Property Group	Committed	$2,900.00	10/01/2017
			$18,833,428.00	

IV-A-2 Uses for Grant Funds

Activity Type	Starting date of eligible activity	Description of use	TBRA Request Amount	Other Public Funds	Private Funds
Cleanup	After the date of award	Soil remediation, asbestos abatement, engineering, reporting, oversight, analytical, design, MPCA coordination	$128,825.00	$36,275.00	$0.00
Site investigation	Up to 180 days prior to application due date	Phase II Investigation, VRAP	$12,340.00	$0.00	$2,900.00
			$141,165.00	$36,275.00	$2,900.00

IV-A-3 Uses for Project

Use	Description	LCA Funds	Other Public Funds	Private Funds
Environmental Investigation	Completed investigation activities	$12,340.00	$0.00	$2,900.00
Cleanup	Soil remediation, asbestos abatement	$128,825.00	$36,275.00	$0.00
New Construction	Hard and soft costs associated with redevelopment	$0.00	$0.00	$18,653,088.00
		$141,165.00	$36,275.00	$18,655,988.00

IV-A-4 Calculated Values

Total Sources	$18,833,428.00			
Total Uses for grant-funded activities	$141,165.00	$36,275.00	$2,900.00	$180,340.00
	LCA Funds	Other public	Private funds	Total
	78.28%	20.11%	1.61%	100.0%
	% LCA $	% Other Public $	% Private $	% Total
Total uses for the project	$141,165.00	$36,275.00	$18,655,988.00	$18,833,428.00
	LCA funds	Other public	Private funds	**Total**
	0.75%	0.19%	99.06%	100.0%
	% LCA funds	% Other Public	% Private Funds	% Total

(Gap amount shown below, if greater than $0, represents additional funding GAP excluding LCA grant request amount.)

Gap Total Sources - Total Uses $0.00

IV-B-1 Tax Increment Financing

Is the project site within a tax increment finance district? Yes

IV-B-2 Use of HUD Financing

Will the project use HUD financing?* No

Has the project received an 'invitation to apply' letter from HUD?

What is the status of the HUD financing?

Not applicable.

2,000 characters

IV-B-3 Use of Tax Credits

Will the project use tax credits as part of the financing?* No

If yes, what type of tax credits will be used? Control+Click to select more than one

What is the status of tax credit financing?

Not applicable.

2,000 characters

IV-B-4 Grant as Loan

If awarded, does the applicant or any tier sub-recipient intend on using TBRA grant funds as a loan? No

IV-B-5 Notes on Sources and Uses

If necessary, add notes about your sources and uses.

TO BEGIN, Click EDIT

2,000 characters

V-A. Required Attachments

Attachment	Description	File Name	Type	File Size
Legal Description of Site (PDF)				null
Parcel map (use LCA Make-a-Map - PDF)				null
Aerial View (use Make-a-Map - PDF)				null
Overview Map (use Make-a-Map - PDF)				null
Site Plan Figure of Proposed Development- (user generated - PDF)				null
Images of current conditions (include images of building interiors for abatement requests - JPG or PDF)				null
Images of proposed Development (e.g., must include elevations; other architectural renderings, concept sketches, as desired - JPG or PDF)				null
Detailed Contamination Cleanup Budget (Microsoft Excel)				null
Phase I Environmental Site Assessment (PDF)				null
Resolution from municipality or county and development authorities (if applicable) authorizing TBRA application submission. (PDF)				null

Optional: RAP (Required if soil or groundwater cleanup or soil vapor mitigation is requested - PDF)	null
Optional: Response Action Plan Approval from PCA (required if soil or ground water cleanup or soil vapor mitigation is requested - PDF)	null
Optional: Figure of proposed Soil Excavation Location with Estimated Volume (required if soil cleanup is requested - PDF)	null
Optional: Phase II Environmental Site Assessment (Submit if analytical tables are not included in RAP - PDF)	null
Optional: Hazardous Materials Report for asbestos or lead-based paint (required if asbestos or lead-based paint abatement is requested - PDF)	null
Optional: Line-item Budget for Asbestos and Lead-Based Paint (required if asbestos or lead-based paint abatement is requested - Microsoft Excel)	null
"Before" Redevelopment Photo	null

V-B Other Attachments

City of Wayzata
City Council
Agenda Report

MEETING DATE: April 17, 2018	**AGENDA ITEM:** 9a
TITLE: Approve Survey Proposal and Authorize Staff to Execute a Professional Services Agreement with Sathre-Bergquist, Inc. for the Lake Effect Design Area	
PROPOSED MOTION: To Approve Survey Proposal and Authorize Staff to Execute a Professional Services Agreement with Sathre-Bergquist, Inc. for the Lake Effect Design Area	
PREPARED BY: Mike Kelly, City Engineer/Asst. Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends that the City Council approve the attached survey proposal from Sathre-Bergquist, Inc. for Lake Effect Design area and authorize execution of a Professional Service Agreement for said work, by city staff.

FINANCIAL OR BUDGET CONSIDERATION:
The attached survey proposal is proposed to be paid for from the Streets Capital Improvement Program (CIP) and the Lakefront CIP as the Lake Effect Improvements are comprised of projects both along the lakefront and related to Lake Street and adjacent parking areas. Staff recommends funding this work equally from both funds.

A summary of the proposed areas of work and associated costs can be found below.

Phase 1a	$15,500
Phase 1b	$ 2,750
Phase 2	$ 6,000
Phase 3	$ 8,000
Boundary Work	$ 5,000

Additionally, Three Rivers Park District (TRPD) has requested survey information between Shoreline Drive and Barry Avenue for their proposed extension of the Dakota Rail Trail. This work would be funded by the TRPD, and is considered Phase 3 of the work shown above.

BACKGROUND:
In 2012, Sathre-Bergquist, Inc., a Wayzata surveying company, performed the survey work for the Met Council forcemain work between Grove Lane and Broadway Avenue. This survey was provided to the City by the Met Council for use as a base map for the initial Lake Effect concept design phase. Because Sathre-Bergquist performed this initial survey, it seems logical for them to provide a survey of the additional areas including the Section Foreman's house and adjacent grounds, the lakefront and lake bottom from the Section Forman's house to the Depot, a city-owned parcel along Bushaway Road, portions of the city marina, and the requested TRPD areas of Lake Street.

The proposal is broken into four phases and title work. Maps of the associated phases is attached to the proposal, for reference.

ATTACHMENTS:

1. Sathre-Bergquist survey proposal
2. Draft Professional Services Agreement

SATHRE-BERGQUIST, INC.

150 SOUTH BROADWAY, WAYZATA, MINNESOTA, 55391
TEL:(952)476-6000 FAX:(952)476-0104 WEB:WWW.SATHRE.COM

LAND SURVEYING SERVICES ESTIMATE

CLIENT INFORMATION		PROJECT INFORMATION	
Client:	City of Wayzata	Project Name	Wayzata Lake Shore Effect
Address	600 Rice Street East	Address/PID	Wayzata
City, State ZIP	Wayzata, MN 55391	City, State ZIP	Wayzata, MN 55391
Contact Name	Mike Kelly	Plan Set Date	
Phone	952-404-5300	Estimate Date	April 11, 2018
Email	Mike@wayzata.org		

SCOPE OF SERVICES

A. Phase 1a - See Aerial Map Attached

1. Update previously gathered data to new software standards.
2. Field verify portions of previously located improvments to verify data.
3. Locate new or changed features as requested by City of Wayzata and incorporate into drawing.
4. Locate/verify edge of water.
5. Locate lake depth in designated areas with intergrated sounding/gps data collector.
6. Locate pond and channel on east side of site.
7. Provide Survey data in CAd and/or print.

Phase 1b - See Aerial Map Attached

1. Locate features east of trail as requested by City of Wayzata.
2. Locate boundary line on south side of subject area.
3. Tag and locate trees per City of Wayzata Tree Ordinance for City of Wayzata to identify.
4. Locate edge of water and ordinary high water line.

B. Phase 2 - See Aerial Map Attached

1. Update previously gathered data to new software standards.
2. Field verify portions of previoulsy located improvments to verify data.
3. Locate new or changed features and incorporate into drawing
4. Locate edge of water and ordinary high water line.
5. Locate lake depth in designated areas with intergrated sounding/gps data collector.
6. Locate lagoons and docks
7. Provide Survey data in CAD and/or print.

C. Phase 3 - See Aerial Map Attached

1. Locate site features within right of way as requested by the City of Wayzata.
2. Locate features within a general overlap for building faces, fences, retaining walls, etc.
3. Provide Survey data in CAD and/or print.

D. Boundary Work - See Attached Exhibits

1. Review title commitments for subject parcels as shown on exhibits.
2. Locate, verify, markup/reset property corners.
3. Boundary work shall be done only on the 4 lots as shown on Exhibits A - D. The boundaries along all other areas shall be taken from the Hennepin County GIS Base Map and will be approximate. If you require more or less boundary work please let me know.

E. Revisions/Meetings/Extras

1. Revisions to original request.
2. Meetings/Research/Correspondance

F. General Notes for Overall Site Work

1. The City of Wayzata will order title commitments for all sites as shown on the Exhibits or any additional lands as needed.
2. Recorded easements will be shown as listed on title commitments.
3. 1 foot topography will be provided over complete site and into water areas.
4. We will call Gopher State One Call for a locate ticket(s). Utilities shall be based upon this call, field observations and available plans provided by the 3rd parties. Inverts of all catchbasins and manholes with drops shall be measured if accessable.
5. Railroad Tracks: We will need the City of Wayzata to assist us in contacting the appropriate railroad authority to provide a "flag man" if we need to access the railroad property.

SCHEDULING

I proposed the following schedule for services:

1. Phase 1b: Due to conditions this task can be started any time. I recommend this phase first before we have heavy foliage.
2. Phase 1a: To ensure accuracy in verifying previous work and gathering new data I would recommend we wait until most if not all the snow is melted in order to get clear locations/elevations. The location of lake/pond bottoms shall be done when the ice is off the lake.
3. Phase 2 and 3 can be interchanged upon the needs of the City of Wayzata but again to ensure accuracy in verifying previous work and gathering new data I would recommend we wait until most if not all the snow is melted. The location of lake/pond bottoms shall be done when the ice is off the lake.
4. Boundary work for the parcels shall be done as 1 tasks (as a whole) and not phased out as the boundaries are relatively tied together.

REIMBURSABLE EXPENSES, EXTRAS AND PAYMENTS

1. Reimbursable expenses are extra and include, messenger fees, postage, revisions, and additional services beyond the scope of this proposal requested by parties due to circumstances beyond our control shall be considered extra
2. Boundary issues such as but not limited to gaps, overlaps, ambiguous legal descriptions and time spent on their resolution including consultations and meetings shall be considered extra. Client shall be notified prior to any additional work.
3. Invoices will be submitted once a month for services performed during the prior month. Payment is due upon presentation and is past due after 30 days of receipt of the invoice, unless specifically arranged otherwise in writing
4. This proposal is good for 30 days from the above date.

CONCLUSION

If there are any items that you would like to add to the scope of services please let us know before we begin and we will make the necessary adjustments to this document. If additional services are requested that are above and beyond the scope of services, they shall be provided at our standard hourly rates.

April 11, 2018

David B. Pemberton
Professional Land Surveyor, Registration Number 40344

Date

APPROVAL TO PROCEED

I accept the above scope of work, proposed to be completed for the estimate indicated on the Estimate Summary page.

Accepted and Signed by

Date

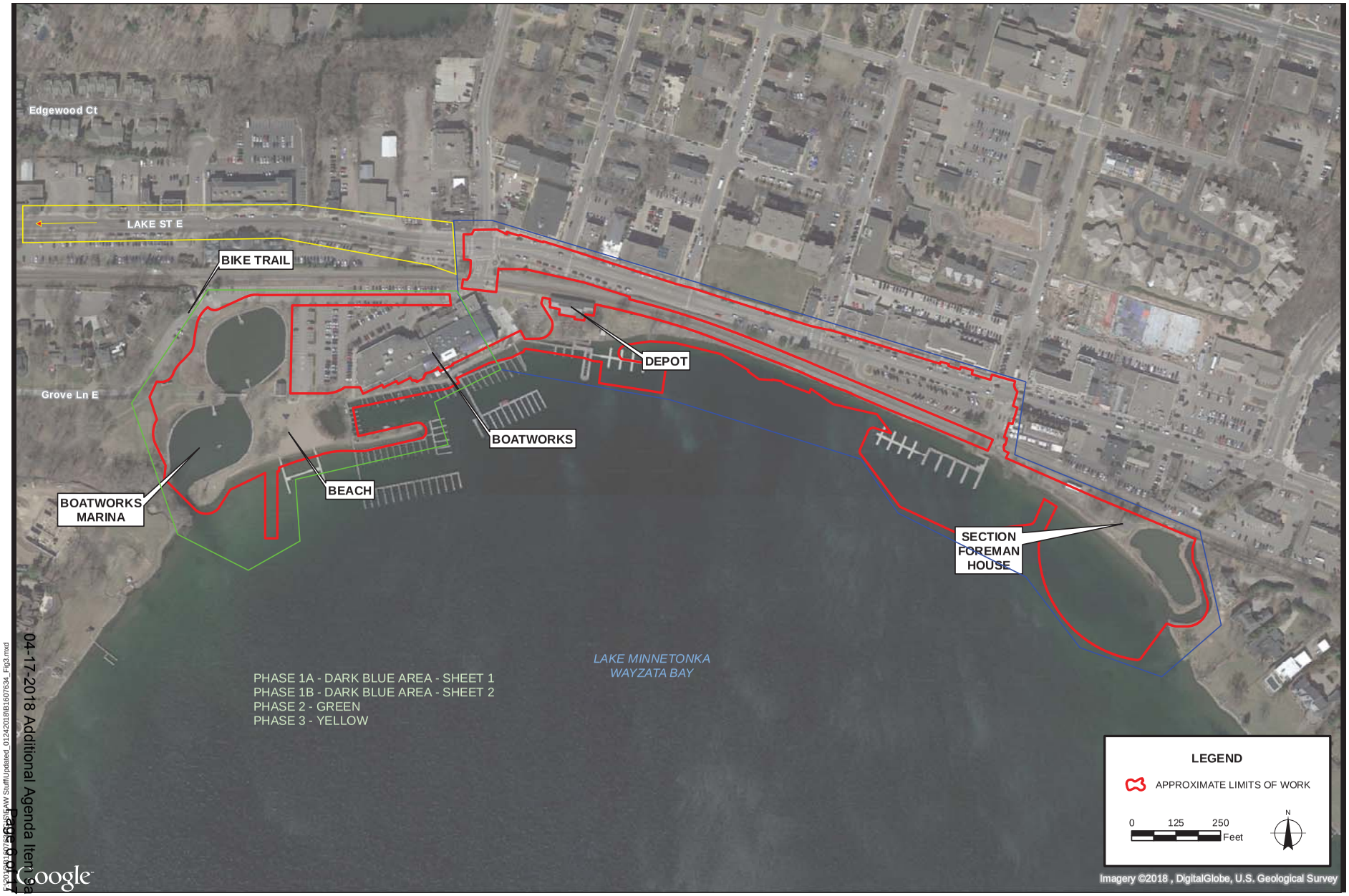
Land Surveying Services Estimate

Certificate of Survey

April 11, 2018

	Description	
A.	Phase 1a - See Aerial Map Attached	$15,500
B.	Phase 1b - See Aerial Map Attached	$2,750
C.	Phase 2 - See Aerial Map Attached	$6,000
D.	Phase 3 - See Aerial Map Attached	$8,000
E.	Boundary Work - See Attached Exhibits	$5,000
F.	Revisions/Meetings/Extras	hourly
	Total:	$37,250

SHEET 1



BRAUN INTERTEC
11001 Hampshire Avenue S
Minneapolis, MN 55438
PH. (952) 995-2000
FAX (952) 995-2020

EXISTING CONDITIONS
WAYZATA LAKE EFFECT
WAYZATA, MINNESOTA

Project No:	B1607634
Drawing No.	B1607634_Fig3
Scale:	1 in = 250 ft
Drawn By:	CMF
Date Drawn:	01/20/2017
Checked By:	JBW
Last Modified:	1/24/18
Sheet: 1 of 1	Fig. 3

04-17-2018 Additional Agenda Item 9a
Page 6 of 7

SHEET 2

BRAUN INTERTEC
11001 Hampshire Avenue S
Minneapolis, MN 55438
PH: (952) 995-2000
FAX (952) 995-2020

EXISTING CONDITIONS- BUSHAWAY ROAD PARCEL
WAYZATA LAKE EFFECT
WAYZATA, MINNESOTA

Project No:	B1607634
Drawing No.	B1607634_Fig5
Scale:	1 in = 200 ft
Drawn By:	CMF
Date Drawn:	01/20/2017
Checked By:	JBW
Last Modified:	2/9/17
Sheet:	1 of 1
Fig.	5

EXHIBIT A

Hennepin County Property Map

Date: 4/11/2018

PARCEL ID: 0611722320007

OWNER NAME: City Of Wayzata

PARCEL ADDRESS: 220 Grove La E, Wayzata MN 55391

PARCEL AREA: 7.31 acres, 318,333 sq ft

A-T-B: Both

SALE PRICE:

SALE DATA:

SALE CODE:

ASSESSED 2017, PAYABLE 2018
PROPERTY TYPE: Commercial-Preferred
HOMESTEAD: Non-Homestead
MARKET VALUE: $0
TAX TOTAL: $0.00

ASSESSED 2018, PAYABLE 2019
PROPERTY TYPE: Commercial-preferred
HOMESTEAD: Non-homestead
MARKET VALUE: $0

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is notsuitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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Hennepin County Property Map

Date: 4/11/2018

PARCEL ID: 0611722320023

OWNER NAME: Boatworks Ii Llc

PARCEL ADDRESS: 294 Grove La E, Wayzata MN 55391

PARCEL AREA: 3.08 acres, 134,361 sq ft

A-T-B: Both

SALE PRICE: $12,150,000

SALE DATA: 03/2013

SALE CODE: Excluded From Ratio Studies

ASSESSED 2017, PAYABLE 2018
PROPERTY TYPE: Commercial-Preferred
HOMESTEAD: Non-Homestead
MARKET VALUE: $22,857,000
TAX TOTAL: $728,483.48

ASSESSED 2018, PAYABLE 2019
PROPERTY TYPE: Commercial-preferred
HOMESTEAD: Non-homestead
MARKET VALUE: $22,937,000

Comments:

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Hennepin County Property Map

Date: 4/11/2018

PARCEL ID: 0611722310001

OWNER NAME: City Of Wayzata

PARCEL ADDRESS: 402 Lake St E, Wayzata MN 55391

PARCEL AREA: 2.17 acres, 94,392 sq ft

A-T-B: Abstract

SALE PRICE:

SALE DATA:

SALE CODE:

ASSESSED 2017, PAYABLE 2018
PROPERTY TYPE: Commercial-Preferred
HOMESTEAD: Non-Homestead
MARKET VALUE: $0
TAX TOTAL: $0.00

ASSESSED 2018, PAYABLE 2019
PROPERTY TYPE: Commercial-preferred
HOMESTEAD: Non-homestead
MARKET VALUE: $0

Comments:

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Hennepin County Property Map

Date: 4/11/2018

PARCEL ID: 0611722420032

OWNER NAME: City Of Wayzata

PARCEL ADDRESS: 738 Lake St E, Wayzata MN 55391

PARCEL AREA: 0.84 acres, 36,430 sq ft

A-T-B: Torrens

SALE PRICE: $247,500

SALE DATA: 08/1988

SALE CODE: Warranty Deed

ASSESSED 2017, PAYABLE 2018
PROPERTY TYPE: Residential Lake Shore
HOMESTEAD: Non-Homestead
MARKET VALUE: $0
TAX TOTAL: $0.00

ASSESSED 2018, PAYABLE 2019
PROPERTY TYPE: Residential Lake Shore
HOMESTEAD: Non-homestead
MARKET VALUE: $0

Comments:

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CITY OF WAYZATA
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective April ____, 2018 ("Effective Date") by and between the City of Wayzata, Minnesota (the "City") and Sathre-Bergquist, Inc., 150 Broadway Avenue South, Wayzata, MN 55391 ("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 April 11, 2018 Land Surveying Services Estimate, 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 Engineer.
B. Contractor's main point of contact for the Services shall be David Pemberton.

III. COMPENSATION AND BILLING

As consideration for the provision of the Services and all costs associated therewith, the City agrees to pay the Contractor on an hourly basis for the actual time expended subject to the not to exceed estimate below. Other direct project expenses, will be billed at costs in accordance with the Statement of Work. Notwithstanding the foregoing, payment for the Services shall not exceed Contractor's estimates of a total of thirty-seven thousand two hundred fifty dollars ($37,250) for the Services related to the Lake Effect Improvements Design project, as outlined in the Statement of Work.

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 owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000 combined single limit.

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

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

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

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

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

VII. TERMINATION

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

VIII. OTHER TERMS

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

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

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

D. Assurances and Indemnification. Contractor assures the City, and represents and warrants, that the information it has provided in its Statement of Work is accurate and not misleading in any material respect. Contractor shall defend and indemnify City, its employees, officials, and agents, against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the negligent performance 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:	To Contractor:
Wayzata City Hall	Sathre-Bergquist, Inc.
600 East Rice Street	150 Broadway Avenue S
Wayzata, MN 55391	Wayzata, MN 55391
Attention: City Manager	Attention:_____

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:	**CONTRACTOR:**
City of Wayzata, a Minnesota Municipal corporation	Sathre-Bergquist, Inc.
By: _____ Kenneth Willcox, Mayor	By: _____ Name: _____ Title: _____
By: _____ Jeffrey Dahl, City Manager	

ATTACHMENT A
STATEMENT OF WORK

April 11, 2018 Sathre-Bergquist, Inc. Land Surveying Services Estimate