

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
WEDNESDAY, August 2, 2017

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

WORKSHOP TOPIC FOR DISCUSSION:

1. 2018 General Fund & Fee Schedule Budget Workshop (5:00 PM)

7:00 PM - 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.									
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								3
a.	Approval of City Council Workshop Meeting Minutes of July 18, 2017 and City Council Regular Meeting Minutes of July 18, 2017								
b.	Approval of Check Register								
c.	Approval of Municipal Licenses								
d.	Acceptance of Mediacom Quarterly Customer Service Report								
e.	Approval of Professional Services Agreement with The 106 Group for Lake Effect EAW for Archaeological Study								
f.	Approval to Purchase Kiosk for Mill Street Parking Ramp								
g.	Approval of 2017/2018 Community Room & Cable Studio License Agreements with ISD #284								
8	New Business								
a.	Update and Launch of "Wayzata 2040, Sailing Ahead" Community Engagement Process for the 2040 Comprehensive Plan Update	Dahl							108
b.	Consider Resolution No. 29-2017 Approving a Conditional Use Permit for Telecommunications Facility at 800 Wayzata Blvd E	Thomson							114
c.	Consider Resolution No. 28-2017 Approving a Variance for an Electronic Sign at 1325 Wayzata Blvd E	Thomson							198
d.	Consider Resolution No. 30-2017 Approving an Amendment to PUD at 105 Lake Street E	Thomson							228
e.	Consider Approval of Development Agreement for Meyer Place at Ferndale Project at 105 Lake Street E	Thomson							253
9	City Manager's Report and Discussion Items								
10	Public Forum (as necessary)								
11	Adjournment								

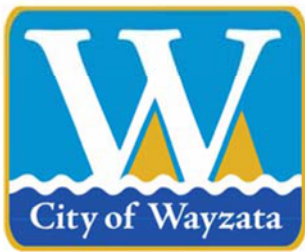
Meeting Rules of Conduct:

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

Upcoming Meetings:

City Council - August 15 & September 5, 2017
Planning Commission - August 7 & 21, 2017

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

MEETING DATE: August 2, 2017	AGENDA ITEM: 7a
TITLE: Approval of City Council Workshop Meeting Minutes of July 18, 2017, and City Council Regular Meeting Minutes of July 18, 2017	
PROPOSED MOTION: To approve the City Council Workshop Meeting Minutes of July 18, 2017, and City Council Regular Meeting Minutes of July 18, 2017	
PREPARED BY: Becky Malone, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Draft City Council Workshop Meeting Minutes of July 18, 2017
2. Draft City Council Meeting Minutes of July 18, 2017

WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
July 18, 2017

6:00 PM Discuss Next Steps for Wayfinding Signage Implementation

Mayor Willcox called the meeting to order at 6:00 pm in the Community Room at Wayzata City Hall. Council Members present: Koch, Plechash and Tyacke. Council Member absent and excused: McCarthy. Also present: City Manager Dahl, and City Engineer/Assistant Director of Public Works Kelly.

Mr. Kelly reviewed the Wayfinding Plan designed in 2007 by staff, Damon Farber Associates, and a small task force. He stated that in 2011, blade signs were installed on Lake Street, Broadway Avenue and Rice Street. Several additional signs were installed along Wayzata Blvd., adjacent to Bell Courts, and adjacent to the Post Office Park in 2011. He stated that staff is interested in discussing how to move forward with additional phases of the plan, which could include signage in city parks and "gateway" signage when entering the city.

The Council asked that Mr. Kelly meet with the Parks and Trails Board at their August meeting and ask for their ideas on what they would like for park signage, and where they would want the signs located. The next step would be to meet with the consultant, Damon Farber Associates, to put together an updated gateway signage plan. Cost estimates then could be obtained in the next few months and implementation of the plan could commence shortly thereafter.

6:30 PM Discuss Lake Street/Superior Boulevard Intersection Operations

Mayor Willcox introduced this item at 6:30 pm.

Mr. Kelly stated that at the June 20, 2017 City Council meeting, it was requested that staff explain the traffic signal operations of the Lake Street/Superior Blvd intersection vs the flashing red lights.

Mr. Kelly reviewed that in 2006, in coordination with the redevelopment of the Wayzata Bay Center, it was determined that Superior Blvd would be realigned to intersect with Lake Street in a tee configuration. This configuration was recommended as it addressed the following criteria:

1. Maximizes pedestrian safety
2. Creates a "T" Intersection
3. Has a 90 degree angle of intersection
4. Creates shorter pedestrian crossings
5. Reduces speeds of turning vehicles
6. Reduces conflicts with traffic at driveways
7. Facilitates traffic signal control
8. Enhance the urban setting

Mr. Kelly stated that as referenced in several of the above criteria, the intersection reconfiguration was primarily intended to improve pedestrian safety.

The Council asked Mr. Kelly to look into whether the intersection could remain as flashing red and change to solid red when pedestrians want to cross the street and then provide updated information to the Council.

The workshop meeting was adjourned at 6:55 pm.

Respectfully submitted,

Becky Malone, City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
July 18, 2017

AGENDA ITEM 1. Call to Order.

Mayor Willcox called the meeting to order at 7:00 p.m.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Koch, Plechash and Tyacke. Council Member absent and excused: McCarthy. Also present: City Manager Dahl, City Engineer Kelly, and City Attorney Schelzel.

Mayor Willcox advised Council Member McCarthy is absent and excused.

AGENDA ITEM 4. Approve Agenda.

Mr. Plechash made a motion, seconded by Mr. Tyacke, to approve the agenda. The motion carried 4/0.

AGENDA ITEM 5. Public Forum.

None.

AGENDA ITEM 6. New Agenda Items.

None.

AGENDA ITEM 7. Consent Agenda.

Mr. Tyacke referred to page 3, line 5 of the July 5, 2017 meeting minutes, and requested the following typographical error be made: "Mr. Tyacke inquired if the new owner ~~if~~ is affiliated with the..."

City Manager Dahl referred to item 7(f), and reported the following recommendations have been made to serve on the Initial Advisory Committee for the 2040 Comprehensive Plan process:

- Staff Members: Jeff Dahl, Jeff Thomson, and Mike Kelly
- Councilmembers: Dan Koch and Steve Tyacke
- Planning Commission Members: Graciela Gonzalez and Jeff Buchanan
- Parks and Trails Board: Dan Baasen and Jim McWethy
- Heritage Preservation Board: Kim Anderson and Elissa Madson
- Housing and Redevelopment Authority: Tom Shaver and Bob Ambrose
- Chamber of Commerce: Becky Pierson.

The Committee will meet in the next few weeks and discuss additional at-large members to add to the group.

Mr. Plechash referred to page 55 of the meeting packet and stated it should read "signing" not "singing."

Mr. Tyacke referred to page 22 and inquired about two checks to the League in the amount of \$5,000 for DVS claims. Mr. Dahl responded DVS refers to the Department of Vehicle Services and is for a deductible for legal fees. It is regarding cases that have been going on for several years with many cities and has to do with data practices.

Mr. Tyacke made a motion, seconded by Mr. Plechash, to approve the amended consent agenda:

- a. Approval of City Council Regular Meeting Minutes of July 5, 2017

- b. Approval of Check Register
 - c. Approval of Municipal Licenses
 - d. Police Activity Report
 - e. Building Activity Report
 - f. Approval of Appointment of the Initial Advisory Committee for the 2040 Comprehensive Plan Process
 - g. Approval of Resolution No. 26-2017 On Office of City Clerk
 - h. Approval of Resolution No. 23-2017 Authorizing the Execution of a Joint Cooperation Agreement Between the City of Wayzata and Hennepin County for Participation in the CDBG Program in 2018-2020
 - i. Approval of Resolution No. 27-2017 Extending Beacon Five Development Application Approval
- The motion carried 4/0.

AGENDA ITEM 8. New Business.

a. Consider Approval of Purchase of Mill Street Parking Monument Sign

City Manager Dahl reported on the background of the Mill Street Parking monument sign. The Public Works Department has already installed the footings and electric, and the purchase request for the sign is for \$10,661.44. This would be funded out of contingency, which has approximately \$275,000 left in the fund. The sign will direct traffic from Superior to the ramp and will let people know if parking is still available. It will be located on Superior, south of the access.

City Engineer Kelly stated the sign is programmed to read “open”, “closed”, or “full”, and a monitoring system could be added in the future, if needed.

Mr. Tyacke made a motion, seconded by Mr. Koch, to approve the request in the low bid amount of \$10,661.44 by Sign Source for purchase of a Monument Sign for the Mill Street Parking Ramp, and authorization to build and install it. The motion carried 4/0.

AGENDA ITEM 9. City Manager’s Report and Discussion Items.

a. Upcoming Events/Announcements

- Mill Street Parking Ramp Ribbon Cutting Ceremony will be held on August 10 at 9:00 a.m.
- Lions Giving Back to the Community Ceremony will take place on July 27 at Wayzata Brew Works.
- Wayzata Beach is closed today due to high levels of bacteria.
- Night to Unite will take place on August 1. There will be a luncheon at the Wayzata Community Center at 11:30 a.m. followed by many different neighborhood celebrations. More information can be found on the City’s website.
- The next City Council meeting will take place on Wednesday, August 2
- Community Service Officer Brandon Haapoja recently accepted a Police Officer position with the City.
- Lake Street will be closed during the day next week east of Engel Street at the Promenade to the roundabout in order put up the balconies at The Landing.
- The monopole will go up on early next week and the remaining work will be getting agreements signed with the carriers and installation of their equipment.

Mayor Willcox inquired about the installation of 5G cellular service. Mr. Dahl responded they are working on getting the ordinance revised. City Engineer Kelly stated they have not received any requests yet for changes to infrastructure for the carriers.

1 Mayor Willcox congratulated Becky Malone and her elevation as City Clerk. It is well-deserved
2 with all she does for the City.
3

4 **AGENDA ITEM 10. Public Forum Continued (as necessary).**

5 There were no comments.
6

7 **AGENDA ITEM 11. Adjournment.**

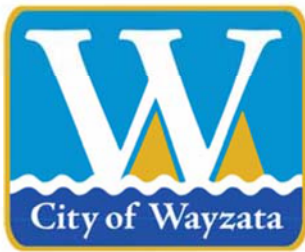
8 Mr. Tyacke made a motion, seconded by Mr. Plechash to adjourn. There being no further business,
9 Mr. Willcox adjourned the meeting at 7:22 p.m.
10

11 Respectfully submitted,
12
13
14

15 Becky Malone
16 City Clerk
17

18 Drafted by Shannon Schmidt
19 *TimeSaver Off Site Secretarial, Inc.*

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 7b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks for July 2017	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached check register for July of 2017.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check Detail Register—July 2017

***Check Detail Register©**

July 2017

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	106504	7/19/2017	A-1 OUTDOOR POWER, INC.		
E 101-45200-241	Safety equip/testings		\$107.05	403951	PARTS
E 101-45200-221	Equipment Parts		\$35.90	403951	PARTS
Total A-1 OUTDOOR POWER, INC.			\$142.95		
Paid Chk#	106505	7/19/2017	ADAMS, KENT & AMANDA		
R 101-42100-32240	Animal Licenses		\$15.00	REFUND	OVERPAYMENT ON DOG LICENSE
Total ADAMS, KENT & AMANDA			\$15.00		
Paid Chk#	106506	7/19/2017	ADOLFSON & PETERSON MIDWEST		
E 401-40000-309	Contractual Services		\$740,362.36		RAMP
Total ADOLFSON & PETERSON MIDWEST			\$740,362.36		
Paid Chk#	106507	7/19/2017	ADVANCE AUTO PARTS		
E 101-43100-210	Operating Supplies (GENERAL)		\$36.78	15077-6858	SUPPLIES/PARTS
E 101-43100-210	Operating Supplies (GENERAL)		\$110.34	15077-6859	SUPPLIES/PARTS
E 101-43100-210	Operating Supplies (GENERAL)		\$1.68	15077-6867	SUPPLIES/PARTS
Total ADVANCE AUTO PARTS			\$148.80		
Paid Chk#	106508	7/19/2017	ANCHOR BANK-CARDMEMBER SERV.		
E 101-41500-331	Mileage & Expense Account		\$314.09		MTG.MEALS
E 101-41500-433	Dues, Licensing & Seminars		\$573.27		DUES
E 101-41500-433	Dues, Licensing & Seminars		\$428.23		CONF.EXP.
E 101-45200-404	Repairs/Maint - Machin/Equip		\$30.04		VEHICLE MAINT.
E 101-45200-331	Mileage & Expense Account		\$55.97		MTG.MEALS
E 101-41910-433	Dues, Licensing & Seminars		\$88.00		PLANNING SEMINAR
E 630-40000-433	Dues, Licensing & Seminars		\$29.95		MV DUES
E 101-42100-433	Dues, Licensing & Seminars		\$184.48		PD DUES
E 101-42400-499	Miscellaneous		\$166.09		BLDG.DEPT.SUPPLIES
E 640-47000-404	Repairs/Maint - Machin/Equip		\$107.22		VEHICLE MAINT.
E 640-47000-497	Credit Card Fees		\$205.95		STORE CC PROCESSING
E 640-47000-340	Advertising		\$32.06		STORE ADVERTISING
E 101-41500-540	Equipment		\$643.52		ADOBE SOFTWARE
E 101-41500-200	Office Supplies (GENERAL)		\$150.39		SUPPLIES
Total ANCHOR BANK-CARDMEMBER SERV.			\$3,009.26		
Paid Chk#	106509	7/19/2017	ANCOM TECHNICAL CENTER		
E 101-42200-404	Repairs/Maint - Machin/Equip		\$118.00	70834	FD REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$130.00	70835	FD REPAIRS
Total ANCOM TECHNICAL CENTER			\$248.00		
Paid Chk#	106510	7/19/2017	ANDERSON, KIM		
E 101-41910-492	HPB		\$275.00	HPB	HPB BOOTH AT JJ HILL DAYS
Total ANDERSON, KIM			\$275.00		
Paid Chk#	106511	7/19/2017	BANK OF AMERICA		
E 101-42200-210	Operating Supplies (GENERAL)		\$141.01		FD SUPPLIES
E 101-42200-212	Motor Fuels		\$216.94		FD BOAT FUEL
E 101-42200-499	Miscellaneous		\$192.06		FD MISC.SUPPLIES
Total BANK OF AMERICA			\$550.01		
Paid Chk#	106512	7/19/2017	BARTON SAND & GRAVEL CO.		
E 101-45200-229	Dirt, Sand and gravel		\$94.72	170615	SAND FOR BEACH
Total BARTON SAND & GRAVEL CO.			\$94.72		
Paid Chk#	106513	7/19/2017	BATTERIES PLUS		
E 101-41940-210	Operating Supplies (GENERAL)		\$19.99	021-373602	SUPPLIES

***Check Detail Register©**

July 2017

			Check Amt	Invoice	Comment
Total BATTERIES PLUS			\$19.99		
Paid Chk# 106514	7/19/2017	BERRY COFFEE COMPANY			
E 101-41940-499	Miscellaneous		\$148.33	477278	SUPPLIES
Total BERRY COFFEE COMPANY			\$148.33		
Paid Chk# 106515	7/19/2017	BEST & FLANAGAN			
E 101-41500-304	Legal Fees		\$1,468.50	465741	CITY COUNCIL
E 101-41500-304	Legal Fees		\$536.25	465743	LIQ.LICENSES
E 101-41500-304	Legal Fees		\$1,113.75	465746	CONTRACT REVIEW
E 235-40000-304	Legal Fees		\$41.25	465748	LAKE EFFECT
E 101-41500-304	Legal Fees		\$866.25	465749	GENERAL
E 101-41500-304	Legal Fees		\$907.50	465751	DATA PRACTICE REQUESTS
E 101-41500-304	Legal Fees		\$41.25	465757	HRA
Total BEST & FLANAGAN			\$4,974.75		
Paid Chk# 106516	7/19/2017	BROYLES, PAT			
E 101-41100-493	Volunteer program		\$11.11	DIG IT	DIG IT EXPENSES
Total BROYLES, PAT			\$11.11		
Paid Chk# 106517	7/19/2017	CASH - ANCHOR BANK			
E 101-43100-210	Operating Supplies (GENERAL)		\$49.89		SUPPLIES
E 610-40000-322	Postage		\$3.21		POSTAGE
Total CASH - ANCHOR BANK			\$53.10		
Paid Chk# 106518	7/19/2017	CENTERPOINT ENERGY			
E 101-41940-383	Fuel, oil and natural gas		\$561.03		SERVICE
E 610-40000-383	Fuel, oil and natural gas		\$111.53		SERVICE
E 640-47000-383	Fuel, oil and natural gas		\$164.67		SERVICE
E 640-48000-383	Fuel, oil and natural gas		\$658.67		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$10.15		SERVICE
E 101-42200-383	Fuel, oil and natural gas		\$54.06		SERVICE
Total CENTERPOINT ENERGY			\$1,560.11		
Paid Chk# 106519	7/19/2017	CINTAS CORPORATION			
E 101-41940-499	Miscellaneous		\$47.87	5008263491	SUPPLIES
Total CINTAS CORPORATION			\$47.87		
Paid Chk# 106520	7/19/2017	CLASSIC CLEANING COMPANY			
E 101-41940-409	Maint services & Improv		\$1,513.00	25389	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv		\$477.00	25390	MONTHLY PW CLEANING
Total CLASSIC CLEANING COMPANY			\$1,990.00		
Paid Chk# 106521	7/19/2017	CULLIGAN-BOTTLED WATER			
E 101-41940-499	Miscellaneous		\$112.68	2135478	SUPPLIES
Total CULLIGAN-BOTTLED WATER			\$112.68		
Paid Chk# 106522	7/19/2017	FABYANSKE WESTRA HART & THOMSO			
E 430-40000-304	Legal Fees		\$420.25	221123	2015 STREETS
al FABYANSKE WESTRA HART & THOMSO			\$420.25		
Paid Chk# 106523	7/19/2017	FASTENAL			
E 101-43100-241	Safety equip/testings		\$76.92	MNPLY94407	SAFETY PANTS
Total FASTENAL			\$76.92		
Paid Chk# 106524	7/19/2017	FRICKE & SONS SOD, INC.			
E 101-43100-229	Dirt, Sand and gravel		\$105.00	17580	SOD
Total FRICKE & SONS SOD, INC.			\$105.00		

***Check Detail Register©**

July 2017

			Check Amt	Invoice	Comment
Paid Chk# 106525	7/19/2017	GERTENS			
E 101-45200-227	Plantings		\$924.50	12662/6	PLANTS
	Total GERTENS		\$924.50		
Paid Chk# 106526	7/19/2017	GOPHER STATE ONE CALL			
E 610-40000-313	Permit Fees/Gopher State		\$120.15	7060800	MONTHLY LOCATES
E 620-40000-313	Permit Fees/Gopher State		\$120.15	7060800	MONTHLY LOCATES
	Total GOPHER STATE ONE CALL		\$240.30		
Paid Chk# 106527	7/19/2017	GRAINGER, INC.			
E 620-40000-225	Repair & Maint - System		\$349.35	9497691916	PARTS
	Total GRAINGER, INC.		\$349.35		
Paid Chk# 106528	7/19/2017	HAMEL BUILDING CENTER			
E 101-43100-226	Sign Repair Materials		\$43.74	126484	SUPPLIES
E 101-43100-226	Sign Repair Materials		\$83.70	126608	SUPPLIES
E 101-43100-226	Sign Repair Materials		(\$27.90)	CM21955	SUPPLIES
	Total HAMEL BUILDING CENTER		\$99.54		
Paid Chk# 106529	7/19/2017	HAWKINS, INC			
E 610-40000-216	Chemicals and Chem Products		\$1,173.21	4108777	CHEMICALS
	Total HAWKINS, INC		\$1,173.21		
Paid Chk# 106530	7/19/2017	HENN.CNTY.INFO.TECH.DEPT.			
E 101-42200-323	Radio Units		\$1,062.00	1000095938	RADIO CONNECTIONS
E 101-43300-323	Radio Units		\$552.74	1000096020	RADIO CONNECTIONS
	Total HENN.CNTY.INFO.TECH.DEPT.		\$1,614.74		
Paid Chk# 106531	7/19/2017	HIMAN, JAN			
E 101-41100-493	Volunteer program		\$90.93	ADOPT A GAR ADOPT A GARDEN EXP.	
	Total HIMAN, JAN		\$90.93		
Paid Chk# 106532	7/19/2017	HIRSHFIELD S			
E 101-45200-210	Operating Supplies (GENERAL)		\$72.94	33141350	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)		\$27.41	33141493	SUPPLIES
	Total HIRSHFIELD S		\$100.35		
Paid Chk# 106533	7/19/2017	KOTHRAD SEWER, WATER &			
E 640-48500-404	Repairs/Maint - Machin/Equip		\$905.00	20515K	GREASE TRAP MAINT.
	Total KOTHRAD SEWER, WATER &		\$905.00		
Paid Chk# 106534	7/19/2017	LAKE EFFECT CONSERVANCY			
E 235-40000-302	Consultants		\$1,042.54	EVENT EXP.	EVENT EXPENSES
	Total LAKE EFFECT CONSERVANCY		\$1,042.54		
Paid Chk# 106535	7/19/2017	LOFFLER COMPANIES, INC.			
E 101-41500-311	Data Processing		\$3,000.00	2559772	NETWORK SUPPORT
	Total LOFFLER COMPANIES, INC.		\$3,000.00		
Paid Chk# 106536	7/19/2017	MANSFIELD OIL COMPANY			
E 101-49200-212	Motor Fuels		\$1,424.93	20345970	FUEL
E 101-49200-212	Motor Fuels		\$1,675.52	20358722	FUEL
	Total MANSFIELD OIL COMPANY		\$3,100.45		
Paid Chk# 106537	7/19/2017	MCCARTHY, LYNN			
E 101-41100-493	Volunteer program		\$157.13	DIG IT EXP.	DIG IT EXP.
	Total MCCARTHY, LYNN		\$157.13		
Paid Chk# 106538	7/19/2017	MEDIACOM			

***Check Detail Register©**

July 2017

			Check Amt	Invoice	Comment
E 101-41940-321	Telephone		\$439.94		BEACH HOUSE CONNECTION
	Total MEDIACOM		\$439.94		
Paid Chk# 106539	7/19/2017	MEDIACOM			
E 101-41940-321	Telephone		\$309.95		CITY HALL CONNECTION
	Total MEDIACOM		\$309.95		
Paid Chk# 106540	7/19/2017	METROPOLITAN COUNCIL			
E 620-40000-386	Other Utilities		\$42,807.38	0001070447	SEWER SERVICE
	Total METROPOLITAN COUNCIL		\$42,807.38		
Paid Chk# 106541	7/19/2017	MN UC FUND			
E 101-45200-140	Unemployment Comp (GENERAL		\$164.07	07970965	PARKS UNEMPLOYMENT
	Total MN UC FUND		\$164.07		
Paid Chk# 106542	7/19/2017	OFFICE DEPOT			
E 101-43100-200	Office Supplies (GENERAL)		\$56.38	939634140001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$62.91	939983800001	SUPPLIES
E 640-47000-200	Office Supplies (GENERAL)		\$24.44	941282374001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$27.41	941282374001	SUPPLIES
	Total OFFICE DEPOT		\$171.14		
Paid Chk# 106543	7/19/2017	PAPA, JOEL			
E 101-41100-493	Volunteer program		\$52.48	VOL.EXP.	VOL.EXP.
	Total PAPA, JOEL		\$52.48		
Paid Chk# 106544	7/19/2017	PLYMOUTH FRAMERY			
E 101-41500-499	Miscellaneous		\$300.00	218442	HISTORIC PHOTOS FRAMED
	Total PLYMOUTH FRAMERY		\$300.00		
Paid Chk# 106545	7/19/2017	Q3 CONTRACTING			
E 430-40000-309	Contractual Services		\$14,982.92	MNR2027449	MILL/OVERLAY BARRY AVE
	Total Q3 CONTRACTING		\$14,982.92		
Paid Chk# 106546	7/19/2017	RDO EQUIPMENT CO.			
E 409-45200-540	Equipment		\$5,257.31	E04514	FRONT END LOADER
	Total RDO EQUIPMENT CO.		\$5,257.31		
Paid Chk# 106547	7/19/2017	RENOVO PROPERTIES LLC			
R 610-00000-37110	W/S/Storm Sales		\$59.08	REFUND	OVERPAYMENT ON FINAL UTILITY BILL
	Total RENOVO PROPERTIES LLC		\$59.08		
Paid Chk# 106548	7/19/2017	SW NEWS MEDIA			
G 802-20354	1325 WAYZATA BLVD.EAST		\$33.25	1950306	LEGAL NOTICES
G 802-20355	800 WAYZATA BLVD.EAST		\$38.00	1950307	LEGAL NOTICES
E 101-41500-350	Printing & Publishing		\$33.25	1952523	LEGAL NOTICES
E 101-41500-350	Printing & Publishing		\$123.50	1953409	LEGAL NOTICES
	Total SW NEWS MEDIA		\$228.00		
Paid Chk# 106549	7/19/2017	SYSTEM ONE CONTROL			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$3,940.16	500434.00	HVAC CONTROL UPGRADE INSTALL & TRAINING
	Total SYSTEM ONE CONTROL		\$3,940.16		
Paid Chk# 106550	7/19/2017	TEGRA GROUP, INC.			
E 401-40000-309	Contractual Services		\$1,514.50	368.0717	PARKING RAMP
	Total TEGRA GROUP, INC.		\$1,514.50		
Paid Chk# 106551	7/19/2017	TIME SAVER			
E 101-41100-302	Consultants		\$448.00	M23037	MEETING MINUTES 08-02-2017CC PACKET

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E 101-41100-302	Consultants		\$346.00	M23063	MEETING MINUTES
Total TIME SAVER			\$794.00		
Paid Chk# 106552	7/19/2017	TRI-CITY			
E 610-40000-309	Contractual Services		\$52.50	1700061	WATER ANALYSIS
Total TRI-CITY			\$52.50		
Paid Chk# 106553	7/19/2017	TRI-K SERVICES			
E 101-45200-229	Dirt, Sand and gravel		\$220.00	7411	TOPSOIL
Total TRI-K SERVICES			\$220.00		
Paid Chk# 106554	7/19/2017	UPS STORE			
E 401-40000-499	Miscellaneous		\$77.24	9037	PARKING RAMP SIGN
E 401-40000-499	Miscellaneous		\$163.60	9095	PARKING RAMP SIGNS
E 610-40000-322	Postage		\$31.82	9175	SHIPPING
Total UPS STORE			\$272.66		
Paid Chk# 106555	7/19/2017	USA BLUE BOOK			
E 101-43100-241	Safety equip/testings		\$139.24	291732	SAFETY APPPAREL
E 101-45200-241	Safety equip/testings		\$139.24	291732	SAFETY APPPAREL
E 610-40000-241	Safety equip/testings		\$139.24	291732	SAFETY APPPAREL
E 620-40000-241	Safety equip/testings		\$139.25	291732	SAFETY APPPAREL
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$656.97	301088	IRRIGATION REPAIRS
Total USA BLUE BOOK			\$1,213.94		
Paid Chk# 106556	7/19/2017	VERIZON WIRELESS			
E 101-42200-323	Radio Units		\$12.71	9787834063	FD SERVICE
Total VERIZON WIRELESS			\$12.71		
Paid Chk# 106557	7/19/2017	VOLUNTEER FIREFIGHTERS			
E 101-42200-306	Personnel Expense		\$11.00	DUES	NEW FIRE FIGHTER DUES
Total VOLUNTEER FIREFIGHTERS			\$11.00		
Paid Chk# 106558	7/19/2017	WAYZATA BAY SENIOR HOUSING,INC			
G 316-20200	Note Payable		\$1,001,509.82	1ST HALF 201	TIF #5 1ST HALF 2017
Total WAYZATA BAY SENIOR HOUSING,INC			\$1,001,509.82		
Paid Chk# 106559	7/19/2017	WESTSIDE WHOLESALE TIRE			
E 101-45200-404	Repairs/Maint - Machin/Equip		\$135.06	792261	TIRES
Total WESTSIDE WHOLESALE TIRE			\$135.06		
Paid Chk# 106560	7/19/2017	WSB & ASSOCIATES			
E 430-40000-302	Consultants		\$1,557.50		2017 STREETS
Total WSB & ASSOCIATES			\$1,557.50		
Paid Chk# 106561	7/19/2017	XCEL ENERGY			
E 101-45203-381	Electric Utilities		\$7,205.46		SERVICE
E 101-41940-381	Electric Utilities		\$4,579.89		SERVICE
E 101-42200-381	Electric Utilities		\$569.26		SERVICE
E 610-40000-381	Electric Utilities		\$7,126.06		SERVICE
E 640-47000-381	Electric Utilities		\$1,590.75		SERVICE
E 640-48000-381	Electric Utilities		\$3,711.75		SERVICE
E 620-40000-381	Electric Utilities		\$1,764.90		SERVICE
E 101-41940-381	Electric Utilities		\$11.46		SERVICE
Total XCEL ENERGY			\$26,559.53		
Paid Chk# 106562	7/20/2017	ADVANCED IMAGING SOLUTIONS			
E 640-47000-404	Repairs/Maint - Machin/Equip		\$27.00	INV138091	WASTE TONER FOR COPIER

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Total ADVANCED IMAGING SOLUTIONS			\$27.00		
Paid Chk#	106563	7/20/2017	ARTISAN BEER COMPANY		
E 640-47000-253	Beer For Resale		\$303.40	3189602	BEER
E 640-47000-253	Beer For Resale		\$448.00	3190307	BEER
E 640-47000-253	Beer For Resale		(\$26.70)	389152	BEER
Total ARTISAN BEER COMPANY			\$724.70		
Paid Chk#	106564	7/20/2017	BAGY JO, INC.		
E 640-48000-217	Uniforms		\$511.25	17090	BAR UNIFORM SHIRTS
Total BAGY JO, INC.			\$511.25		
Paid Chk#	106565	7/20/2017	BELLBOY BAR SUPPLY CORP.		
E 640-47000-251	Liquor For Resale		\$662.00	59496000	LIQUOR
E 640-47000-259	Freight		\$14.79	59496000	FREIGHT
E 640-47000-251	Liquor For Resale		\$287.00	59615200	LIQUOR
E 640-47000-259	Freight		\$2.55	59615200	FREIGHT
E 640-47000-251	Liquor For Resale		\$84.00	96080500	LIQUOR
E 640-47000-259	Freight		\$2.39	96080500	FREIGHT
Total BELLBOY BAR SUPPLY CORP.			\$1,052.73		
Paid Chk#	106566	7/20/2017	BERNICK'S WINE		
E 640-47000-253	Beer For Resale		\$340.45	367353	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$74.42	367354	MISC.BEV.
E 640-47000-253	Beer For Resale		\$408.50	368425	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$150.74	368426	MISC.BEV.
Total BERNICK'S WINE			\$974.11		
Paid Chk#	106567	7/20/2017	BOURGET IMPORTS		
E 640-47000-252	Wine For Resale		\$184.00	142865	WINE
E 640-47000-259	Freight		\$3.00	142865	FREIGHT
Total BOURGET IMPORTS			\$187.00		
Paid Chk#	106568	7/20/2017	BREAKTHRU BEVERAGE		
E 640-47000-252	Wine For Resale		\$2,086.58	1080651758	WINE
E 640-47000-259	Freight		\$0.72	1080651758	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,802.57	1080654468	LIQUOR
E 640-47000-259	Freight		\$26.81	1080654468	FREIGHT
E 640-47000-252	Wine For Resale		\$1,500.66	1080654469	WINE
E 640-47000-259	Freight		\$20.30	1080654469	FREIGHT
E 640-47000-251	Liquor For Resale		\$3,328.51	1080657429	LIQUOR
E 640-47000-259	Freight		\$25.01	1080657429	FREIGHT
E 640-47000-252	Wine For Resale		\$3,149.46	1080657430	WINE
E 640-47000-259	Freight		\$27.54	1080657430	FREIGHT
E 640-47000-252	Wine For Resale		\$72.00	1080657431	WINE
E 640-47000-259	Freight		\$1.45	1080657431	FREIGHT
E 640-48000-252	Wine For Resale		\$202.25	1080657582	WINE
Total BREAKTHRU BEVERAGE			\$13,243.86		
Paid Chk#	106569	7/20/2017	BREAKTHRY BEVERAGE BEER		
E 640-47000-253	Beer For Resale		\$250.00	1090728506	BEER
E 640-47000-253	Beer For Resale		\$123.00	1090728507	BEER
E 640-47000-253	Beer For Resale		\$25.50	1090728508	BEER
E 640-48000-253	Beer For Resale		\$223.00	1090731060	BEER
E 640-47000-253	Beer For Resale		\$3,704.60	1090731174	BEER
E 640-47000-253	Beer For Resale		\$86.80	1090731175	BEER
Total BREAKTHRY BEVERAGE BEER			\$4,412.90		

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Paid Chk#	106570	7/20/2017	CAPITOL BEVERAGE SALES		
E 640-47000-253	Beer For Resale		\$2,343.15	1930004	BEER
E 640-48000-253	Beer For Resale		\$1,216.00	1931538	BEER
E 640-47000-253	Beer For Resale		\$5,226.70	1938555	BEER
E 640-47000-253	Beer For Resale		\$216.00	1942154	BEER
E 640-48000-253	Beer For Resale		\$40.00	1946620	BEER
E 640-47000-253	Beer For Resale		(\$392.00)	354-109	BEER
Total CAPITOL BEVERAGE SALES			\$8,649.85		
Paid Chk#	106571	7/20/2017	CLEAR RIVER BEVERAGE CO.		
E 640-47000-253	Beer For Resale		\$90.00	69-2126	BEER
Total CLEAR RIVER BEVERAGE CO.			\$90.00		
Paid Chk#	106572	7/20/2017	COCA-COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$164.68	3601203968	MISC.BEV.
Total COCA-COLA			\$164.68		
Paid Chk#	106573	7/20/2017	CULLIGAN-METRO		
E 640-48500-210	Operating Supplies (GENERAL)		\$174.22	101X30325404	KITCHEN SUPPLIES
Total CULLIGAN-METRO			\$174.22		
Paid Chk#	106574	7/20/2017	DAHLHEIMER DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale		\$999.70	1289650	BEER
E 640-47000-253	Beer For Resale		\$2,443.54	1289704	BEER
E 640-48000-253	Beer For Resale		\$476.00	1289705	BEER
E 640-48000-253	Beer For Resale		\$411.00	1289773	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$4,330.24		
Paid Chk#	106575	7/20/2017	DENNYS 5TH AVENUE BAKERY		
E 640-48500-255	FOODIngredients For Resale		\$125.84	666514	FOOD
E 640-48500-255	FOODIngredients For Resale		\$41.70	666722	FOOD
Total DENNYS 5TH AVENUE BAKERY			\$167.54		
Paid Chk#	106576	7/20/2017	ECM PUBLISHERS, INC.		
E 640-48000-340	Advertising		\$177.63	492589	ART EXP.AD
Total ECM PUBLISHERS, INC.			\$177.63		
Paid Chk#	106577	7/20/2017	ENKI BREWING COMPANY		
E 640-48000-253	Beer For Resale		(\$45.00)	7305	BEER
E 640-48000-253	Beer For Resale		\$324.88	7494	BEER
Total ENKI BREWING COMPANY			\$279.88		
Paid Chk#	106578	7/20/2017	G & K SERVICES		
E 640-48500-217	Uniforms		\$173.76	6013563044	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$100.87	6013563044	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$17.60	6013563044	KITCHEN UNIFORMS & SUPPLIES
Total G & K SERVICES			\$292.23		
Paid Chk#	106579	7/20/2017	GRAPE BEGINNINGS, INC.		
E 640-47000-252	Wine For Resale		\$236.00	23637	WINE
E 640-47000-259	Freight		\$2.25	23637	FREIGHT
E 640-47000-252	Wine For Resale		\$203.32	23771	WINE
E 640-47000-259	Freight		\$2.25	23771	FREIGHT
Total GRAPE BEGINNINGS, INC.			\$443.82		
Paid Chk#	106580	7/20/2017	HIGH FIVE LLC		
E 640-47000-306	Personnel Expense		\$65.87	5076	STORE UNIFORM SHIRTS
Total HIGH FIVE LLC			\$65.87		

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Paid Chk#	106581	7/20/2017	JJ TAYLOR DISTRIBUTING OF MN		
E 640-47000-253	Beer For Resale		\$3,190.35	2709857	BEER
E 640-47000-253	Beer For Resale		\$4,371.75	2709899	BEER
E 640-48000-253	Beer For Resale		\$506.40	2720049	BEER
E 640-48000-253	Beer For Resale		\$606.00	2720137	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$8,674.50		
Paid Chk#	106582	7/20/2017	JOHNSON BROS.-ST.PAUL		
E 640-47000-251	Liquor For Resale		\$607.73	5760246	LIQUOR
E 640-47000-259	Freight		\$7.31	5760246	FREIGHT
E 640-47000-252	Wine For Resale		\$6,448.80	5760247	WINE
E 640-47000-259	Freight		\$80.60	5760247	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,709.82	5761618	LIQUOR
E 640-47000-259	Freight		\$10.20	5761618	FREIGHT
E 640-47000-252	Wine For Resale		\$1,139.90	5761619	WINE
E 640-47000-259	Freight		\$19.52	5761619	FREIGHT
E 640-47000-251	Liquor For Resale		\$51.20	5761620	LIQUOR
E 640-47000-252	Wine For Resale		\$4,062.70	5765586	WINE
E 640-47000-259	Freight		\$71.97	5765586	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,528.78	5767076	LIQUOR
E 640-47000-259	Freight		\$18.51	5767076	FREIGHT
E 640-47000-252	Wine For Resale		\$457.85	5767077	WINE
E 640-47000-259	Freight		\$9.76	5767077	FREIGHT
E 640-47000-251	Liquor For Resale		\$51.20	5767078	LIQUOR
E 640-47000-252	Wine For Resale		(\$97.22)	632707	WINE
E 640-47000-252	Wine For Resale		(\$105.22)	633169	WINE
E 640-47000-251	Liquor For Resale		(\$97.22)	633170	LIQUOR
Total JOHNSON BROS.-ST.PAUL			\$16,976.19		
Paid Chk#	106583	7/20/2017	LIBATION PROJECT		
E 640-47000-252	Wine For Resale		\$1,072.00	9265	WINE RESALE
E 640-47000-259	Freight		\$13.50	9265	FREIGHT
Total LIBATION PROJECT			\$1,085.50		
Paid Chk#	106584	7/20/2017	M.AMUNDSON LLP		
E 640-47000-256	MISC.MDSE.RESALE		\$823.99	240200	CIGARETTES
E 640-47000-256	MISC.MDSE.RESALE		\$840.88	240521	CIGARETTES
Total M.AMUNDSON LLP			\$1,664.87		
Paid Chk#	106585	7/20/2017	MARGRON SKOGLUND WINE IMPORTS		
E 640-47000-252	Wine For Resale		\$88.00	20021438	WINE
E 640-47000-259	Freight		\$1.50	20021438	FREIGHT
tal MARGRON SKOGLUND WINE IMPORTS			\$89.50		
Paid Chk#	106586	7/20/2017	MODIST BREWING CO. LLC		
E 640-47000-253	Beer For Resale		\$89.92	2425	BEER
Total MODIST BREWING CO. LLC			\$89.92		
Paid Chk#	106587	7/20/2017	NETWORK BUSINESS SUPPLIES		
E 640-47000-210	Operating Supplies (GENERAL)		\$103.12	00106786	SUPPLIES
Total NETWORK BUSINESS SUPPLIES			\$103.12		
Paid Chk#	106588	7/20/2017	NEW FRANCE WINE COMPANY		
E 640-47000-252	Wine For Resale		\$120.00	121802	WINE RESALE
E 640-47000-259	Freight		\$1.50	121802	FREIGHT
E 640-47000-252	Wine For Resale		\$101.00	121960	WINE
E 640-47000-259	Freight		\$1.50	121960	FREIGHT

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Total	NEW FRANCE WINE COMPANY		\$224.00		
Paid Chk#	106589	7/20/2017	NORTHWESTERN FRUIT COMPANY		
E 640-48500-255	FOOD	Ingredients For Resale	(\$7.00)	864436	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	(\$106.00)	864656	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$436.45	865147	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$647.05	865267	FOOD
Total	NORTHWESTERN FRUIT COMPANY		\$970.50		
Paid Chk#	106590	7/20/2017	PARLEY LAKE WINERY		
E 640-47000-252	Wine	For Resale	\$144.00	17155	WINE
E 640-47000-252	Wine	For Resale	\$294.00	17156	WINE
Total	PARLEY LAKE WINERY		\$438.00		
Paid Chk#	106591	7/20/2017	PAUSTIS & SONS		
E 640-47000-252	Wine	For Resale	\$596.20	8595017	WINE RESALE
E 640-47000-259	Freight		\$8.75	8595017	FREIGHT
E 640-47000-252	Wine	For Resale	\$252.00	8595462	WINE
E 640-47000-259	Freight		\$4.50	8595462	FREIGHT
Total	PAUSTIS & SONS		\$861.45		
Paid Chk#	106592	7/20/2017	PEPSI -COLA		
E 640-47000-254	Soft Drinks/Mix	For Resale	\$208.20	83698209	MSIC.BEV.
Total	PEPSI -COLA		\$208.20		
Paid Chk#	106593	7/20/2017	PHILLIPS WINES & SPIRITS		
E 640-47000-251	Liquor	For Resale	\$824.60	2189704	LIQUOR
E 640-47000-252	Wine	For Resale	\$129.00	2189704	WINE
E 640-47000-259	Freight		\$13.01	2189704	FREIGHT
E 640-47000-252	Wine	For Resale	\$1,968.00	2189705	WINE RESALE
E 640-47000-259	Freight		\$26.83	2189705	FREIGHT
E 640-47000-252	Wine	For Resale	\$108.81	2190636	WINE RESALE
E 640-47000-259	Freight		\$0.61	2190636	FREIGHT
E 640-47000-251	Liquor	For Resale	\$1,119.65	2193101	LIQUOR
E 640-47000-259	Freight		\$19.52	2193101	FREIGHT
E 640-47000-252	Wine	For Resale	\$544.00	2193102	WINE
E 640-47000-259	Freight		\$4.88	2193102	FREIGHT
E 640-47000-252	Wine	For Resale	(\$8.79)	267656	WINE RESALE
Total	PHILLIPS WINES & SPIRITS		\$4,750.12		
Paid Chk#	106594	7/20/2017	QUALITY SERVICE, INC.		
E 640-48500-404	Repairs/Maint - Machin/Equip		\$326.64	32641	WALK-IN COOLER REPAIRS
E 640-48500-404	Repairs/Maint - Machin/Equip		\$325.15	32685	BEER COOLER REPAIR
Total	QUALITY SERVICE, INC.		\$651.79		
Paid Chk#	106595	7/20/2017	RED BULL DISTRIBUTION COMPANY		
E 640-47000-254	Soft Drinks/Mix	For Resale	\$333.50	17355-222	MISC.BEV
Total	RED BULL DISTRIBUTION COMPANY		\$333.50		
Paid Chk#	106596	7/20/2017	RITE		
E 640-47000-404	Repairs/Maint - Machin/Equip		\$34.74	17233	REGISTER SUPPORT
Total	RITE		\$34.74		
Paid Chk#	106597	7/20/2017	SHAMROCK GROUP		
E 640-47000-254	Soft Drinks/Mix	For Resale	\$124.64	0200466823	ICE
E 640-47000-254	Soft Drinks/Mix	For Resale	\$48.50	2132736	ICE
E 640-47000-254	Soft Drinks/Mix	For Resale	\$100.17	2134066	ICE
E 640-47000-254	Soft Drinks/Mix	For Resale	\$189.97	2134626	ICE

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Total SHAMROCK GROUP			\$463.28		
Paid Chk# 106598	7/20/2017	SOUTHERN GLAZER'S OF MN			
E 640-47000-251	Liquor For Resale	\$2,245.55	1561757		LIQUOR
E 640-47000-259	Freight	\$16.64	1561757		FREIGHT
E 640-47000-252	Wine For Resale	\$2,088.00	1561758		WINE
E 640-47000-259	Freight	\$15.36	1561758		FREIGHT
E 640-47000-252	Wine For Resale	\$1,462.00	1561759		WINE
E 640-47000-259	Freight	\$20.59	1561759		FREIGHT
E 640-47000-252	Wine For Resale	\$1,533.00	1564133		WINE
E 640-47000-259	Freight	\$3.84	1564133		FREIGHT
E 640-47000-251	Liquor For Resale	\$3,240.88	1564134		LIQUOR
E 640-47000-259	Freight	\$20.59	1564134		FREIGHT
E 640-47000-252	Wine For Resale	\$500.00	1564135		WINE
E 640-47000-259	Freight	\$11.52	1564135		FREIGHT
Total SOUTHERN GLAZER'S OF MN		\$11,157.97			
Paid Chk# 106599	7/20/2017	T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv	\$100.00	668717		BEER LINE SERVICE
Total T.D. ANDERSON INC.		\$100.00			
Paid Chk# 106600	7/20/2017	TOLL GAS & WELDING SUPPLY			
E 640-48000-210	Operating Supplies (GENERAL)	\$55.23	40066507		SUPPLIES
Total TOLL GAS & WELDING SUPPLY		\$55.23			
Paid Chk# 106601	7/20/2017	TRUE BRANDS			
E 640-47000-254	Soft Drinks/Mix For Resale	\$99.78	239148		MISC MDSE
E 640-47000-259	Freight	\$4.99	239148		FREIGHT
Total TRUE BRANDS		\$104.77			
Paid Chk# 106602	7/20/2017	US FOODS			
E 640-48500-255	FOODIngredients For Resale	\$2,766.01	3103614		FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$161.34	3103614		MISC.BEV
E 640-48500-210	Operating Supplies (GENERAL)	\$164.07	3103614		SUPPLIES
E 640-48000-251	Liquor For Resale	\$88.85	3103614		LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$2,098.67	3140113		FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$215.21	3140113		SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale	\$236.23	3140113		MISC.BEV
E 640-48000-342	Promotions - Food/Drinks	\$60.17	3140113		PROMO FOOD
E 640-48000-251	Liquor For Resale	\$32.03	3140113		LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$6,572.01	3184144		FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$399.19	3184144		MISC.BEV
E 640-48500-210	Operating Supplies (GENERAL)	\$55.35	3184144		SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$80.96	3184144		PROMO FOOD
E 640-48000-251	Liquor For Resale	\$37.03	3184144		LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$238.51	3312503		FOOD
E 640-48500-255	FOODIngredients For Resale	\$6,202.64	3312504		FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$68.86	3312504		SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$20.79	3312504		PROMO FOOD
E 640-48000-254	Soft Drinks/Mix For Resale	\$427.05	3312504		MISC.BEV
E 640-48000-251	Liquor For Resale	\$86.71	3312504		LIQUOR
E 640-48500-255	FOODIngredients For Resale	(\$982.46)	ON ACCT.		FOOD
Total US FOODS		\$19,029.22			
Paid Chk# 106603	7/20/2017	VINOCOPIA			
E 640-47000-252	Wine For Resale	\$831.74	0183438		WINE RESALE
E 640-47000-259	Freight	\$14.00	0183438		FREIGHT
E 640-47000-252	Wine For Resale	\$122.50	0183739		

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Total VINOCOPIA			\$968.24		
Paid Chk# 106604	7/20/2017	WAYZATA BREW WORKS LLC			
E 640-48000-253	Beer For Resale	\$139.00	MU12	BEER	
Total WAYZATA BREW WORKS LLC		\$139.00			
Paid Chk# 106605	7/20/2017	WINE COMPANY			
E 640-47000-252	Wine For Resale	\$760.00	41070	WINE RESALE	
E 640-47000-259	Freight	\$9.90	41070	FREIGHT	
E 640-47000-252	Wine For Resale	\$200.00	41503	WINE	
E 640-47000-252	Wine For Resale	\$1,144.66	41590	WINE	
E 640-47000-259	Freight	\$11.55	41590	FREIGHT	
Total WINE COMPANY		\$2,126.11			
Paid Chk# 106606	7/20/2017	WINE MERCHANT			
E 640-47000-252	Wine For Resale	\$4,452.96	7138967	WINE	
E 640-47000-259	Freight	\$15.86	7138967	FREIGHT	
E 640-47000-252	Wine For Resale	\$248.00	7139172	WINE	
E 640-47000-259	Freight	\$1.22	7139172	FREIGHT	
E 640-47000-252	Wine For Resale	\$1,971.00	7139609	WINE	
E 640-47000-259	Freight	\$10.98	7139609	FREIGHT	
E 640-47000-252	Wine For Resale	\$1,872.00	7140055	WINE	
E 640-47000-259	Freight	\$7.32	7140055	FREIGHT	
E 640-48000-252	Wine For Resale	\$675.54	7140533	WINE	
Total WINE MERCHANT		\$9,254.88			
Paid Chk# 106607	7/20/2017	WRS IMPORTS LLC			
E 640-47000-252	Wine For Resale	\$78.00	1386	WINE	
Total WRS IMPORTS LLC		\$78.00			
Paid Chk# 106608	7/20/2017	Z WINES USA LLC			
E 640-47000-252	Wine For Resale	\$396.00	18185	WINE RESALE	
E 640-47000-259	Freight	\$7.50	18185	FREIGHT	
Total Z WINES USA LLC		\$403.50			
Paid Chk# 106609	7/25/2017	ARTISAN BEER COMPANY			
E 640-47000-253	Beer For Resale	\$794.70	3192703	BEER RESALE	
Total ARTISAN BEER COMPANY		\$794.70			
Paid Chk# 106610	7/25/2017	BELLBOY BAR SUPPLY CORP.			
E 640-47000-251	Liquor For Resale	\$907.00	59704300	LIQ RESALE	
E 640-47000-259	Freight	\$18.60	59704300	FREIGHT	
E 640-47000-210	Operating Supplies (GENERAL)	\$71.45	96124500	SUPPLIES	
E 640-47000-210	Operating Supplies (GENERAL)	\$241.20	96129700	SUPPLIES	
E 640-47000-210	Operating Supplies (GENERAL)	(\$17.00)	96143200	SUPPLIES	
Total BELLBOY BAR SUPPLY CORP.		\$1,221.25			
Paid Chk# 106611	7/25/2017	BERNICK'S WINE			
E 640-47000-253	Beer For Resale	(\$17.70)	357080	BEER	
E 640-47000-253	Beer For Resale	(\$28.85)	362071	BEER	
E 640-47000-254	Soft Drinks/Mix For Resale	\$95.17	369726	MISC.MIX	
E 640-47000-253	Beer For Resale	\$948.76	369727	BEER	
Total BERNICK'S WINE		\$997.38			
Paid Chk# 106612	7/25/2017	BOURGET IMPORTS			
E 640-47000-252	Wine For Resale	\$408.00	143222	WINE	
E 640-47000-259	Freight	\$4.50	143222	FREIGHT	
Total BOURGET IMPORTS		\$412.50			

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Paid Chk#	106613	7/25/2017	BREAKTHRU BEVERAGE		
E 640-47000-251	Liquor For Resale		\$478.20	1080660743	LIQUOR
E 640-47000-259	Freight		\$4.24	1080660743	FREIGHT
E 640-47000-252	Wine For Resale		\$3,707.00	1080660794	WINE
E 640-47000-259	Freight		\$33.35	1080660794	FREIGHT
E 640-47000-251	Liquor For Resale		\$3,466.15	1080660795	LIQUOR
E 640-47000-254	Soft Drinks/Mix For Resale		\$111.96	1080660795	MISC.MIX
E 640-47000-259	Freight		\$32.50	1080660795	FREIGHT
E 640-48000-252	Wine For Resale		\$444.95	1080663458	WINE
E 640-48000-251	Liquor For Resale		\$217.57	14080665632	LIQUOR
	Total BREAKTHRU BEVERAGE		\$8,495.92		
Paid Chk#	106614	7/25/2017	BREAKTHRY BEVERAGE BEER		
E 640-47000-253	Beer For Resale		\$2,433.15	1090728505	BEER
E 640-47000-253	Beer For Resale		\$835.20	1090733042	BEER
E 640-47000-253	Beer For Resale		\$3,339.60	1090733927	BEER
E 640-47000-253	Beer For Resale		\$232.00	1090733928	BEER
E 640-47000-253	Beer For Resale		\$131.90	1090733929	BEER
E 640-48000-253	Beer For Resale		\$731.00	1090736992	BEER
	Total BREAKTHRY BEVERAGE BEER		\$7,702.85		
Paid Chk#	106615	7/25/2017	CAPITOL BEVERAGE SALES		
E 640-47000-253	Beer For Resale		\$2,341.50	1945702	BEER
E 640-48000-253	Beer For Resale		\$165.00	1955430	BEER
	Total CAPITOL BEVERAGE SALES		\$2,506.50		
Paid Chk#	106616	7/25/2017	COCA-COLA		
E 640-47000-254	Soft Drinks/Mix For Resale		\$459.85	3603202379	MISC MIX
	Total COCA-COLA		\$459.85		
Paid Chk#	106617	7/25/2017	COZZINI BROS., INC.		
E 640-48500-415	Other Equipment Rentals		\$55.78	C3998350	KNIFE EXCHANGE
	Total COZZINI BROS., INC.		\$55.78		
Paid Chk#	106618	7/25/2017	DAHLHEIMER DISTRIBUTING CO.		
E 640-47000-253	Beer For Resale		\$878.25	1289772	BEER
E 640-48000-253	Beer For Resale		\$453.00	1294233	BEER
	Total DAHLHEIMER DISTRIBUTING CO.		\$1,331.25		
Paid Chk#	106619	7/25/2017	DENNYS 5TH AVENUE BAKERY		
E 640-48500-255	FOODIngredients For Resale		\$77.50	667961	FOOD
E 640-48500-255	FOODIngredients For Resale		\$102.45	668117	FOOD
E 640-48500-255	FOODIngredients For Resale		\$87.28	668900	FOOD
E 640-48500-255	FOODIngredients For Resale		\$146.32	669383	FOOD
	Total DENNYS 5TH AVENUE BAKERY		\$413.55		
Paid Chk#	106620	7/25/2017	DOMACE VINO		
E 640-47000-252	Wine For Resale		\$114.00	13925	WINE
E 640-47000-259	Freight		\$2.00	13925	FREIGHT
	Total DOMACE VINO		\$116.00		
Paid Chk#	106621	7/25/2017	G & K SERVICES		
E 640-48500-217	Uniforms		\$181.74	6013585188	KITCHEN UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$97.58	6013585188	KITCHEN UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$17.60	6013585188	KITCHEN UNIFORMS & SUPPLIES
	Total G & K SERVICES		\$296.92		
Paid Chk#	106622	7/25/2017	GRAPE BEGINNINGS, INC.		

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E 640-47000-252	Wine For Resale		\$132.00	MN00024162	WINE RESALE
E 640-47000-259	Freight		\$2.25	MN00024162	FREIGHT
E 640-47000-252	Wine For Resale		\$168.00	MN00024163	WINE
Total GRAPE BEGINNINGS, INC.			\$302.25		
Paid Chk#	106623	7/25/2017	HOHENSTEINS INC.		
E 640-47000-253	Beer For Resale		\$333.50	903163	BEER
E 640-47000-253	Beer For Resale		\$1,269.00	905791	BEER
Total HOHENSTEINS INC.			\$1,602.50		
Paid Chk#	106624	7/25/2017	JJ TAYLOR DISTRIBUTING OF MN		
E 640-48000-253	Beer For Resale		\$1,021.60	2687067	BEER
E 640-47000-253	Beer For Resale		\$2,501.80	2709939	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$3,523.40		
Paid Chk#	106625	7/25/2017	JOHNSON BROS.-ST.PAUL		
E 640-47000-251	Liquor For Resale		(\$18.00)	5739820	LIQUOR
E 640-47000-251	Liquor For Resale		\$1,927.24	5765585	LIQUOR
E 640-47000-259	Freight		\$18.30	5765585	FREIGHT
E 640-47000-251	Liquor For Resale		\$332.00	5771453	LIQUOR
E 640-47000-259	Freight		\$3.66	5771453	FREIGHT
E 640-47000-252	Wine For Resale		\$3,914.00	5771454	WINE
E 640-47000-259	Freight		\$45.14	5771454	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,128.67	5772822	LIQUOR
E 640-47000-259	Freight		\$8.13	5772822	FREIGHT
E 640-47000-252	Wine For Resale		\$1,139.70	5772823	WINE
E 640-47000-259	Freight		\$19.52	5772823	FREIGHT
E 640-47000-252	Wine For Resale		\$37.20	5775720	WINE
E 640-47000-259	Freight		\$1.22	5775720	FREIGHT
E 640-47000-251	Liquor For Resale		\$386.50	5776952	LIQUOR
E 640-47000-259	Freight		\$4.88	5776952	FREIGHT
E 640-47000-252	Wine For Resale		\$316.00	5776953	WINE
E 640-47000-254	Soft Drinks/Mix For Resale		\$72.00	5776953	MISC.MIX
E 640-47000-259	Freight		\$8.54	5776953	FREIGHT
E 640-47000-251	Liquor For Resale		(\$95.72)	633808	LIQUOR
Total JOHNSON BROS.-ST.PAUL			\$9,248.98		
Paid Chk#	106626	7/25/2017	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale		\$534.10	000442915	FOOD
Total KARLSBURGER FOODS, INC.			\$534.10		
Paid Chk#	106627	7/25/2017	LIBATION PROJECT		
E 640-47000-252	Wine For Resale		\$356.00	9506	WINE RESALE
E 640-47000-259	Freight		\$3.00	9506	FREIGHT
Total LIBATION PROJECT			\$359.00		
Paid Chk#	106628	7/25/2017	M.AMUNDSON LLP		
E 640-47000-256	MISC.MDSE.RESALE		\$831.99	241012	CIGARETTES
E 640-47000-256	MISC.MDSE.RESALE		\$924.48	241044	CIGARETTES
Total M.AMUNDSON LLP			\$1,756.47		
Paid Chk#	106629	7/25/2017	MARGRON SKOGLUND WINE IMPORTS		
E 640-47000-252	Wine For Resale		\$614.00	20021491	WINE
E 640-47000-259	Freight		\$7.50	20021491	FREIGHT
tal MARGRON SKOGLUND WINE IMPORTS			\$621.50		
Paid Chk#	106630	7/25/2017	NEW FRANCE WINE COMPANY		
E 640-47000-252	Wine For Resale		\$504.00	122225	WINE RESALE

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E 640-47000-259	Freight		\$4.50	122225	FREIGHT
Total	NEW FRANCE WINE COMPANY		\$508.50		
Paid Chk# 106631	7/25/2017	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOODIngredients For Resale		(\$22.30)	865548	FOOD
E 640-48500-255	FOODIngredients For Resale		\$657.95	865886	FOOD
E 640-48000-251	Liquor For Resale		\$47.05	866035	LIQUOR
E 640-48500-255	FOODIngredients For Resale		\$358.50	866049	FOOD
E 640-48500-255	FOODIngredients For Resale		\$733.95	866214	FOOD
E 640-48500-255	FOODIngredients For Resale		\$125.40	866277	FOOD
E 640-48500-255	FOODIngredients For Resale		\$784.75	866380	FOOD
E 640-48000-251	Liquor For Resale		\$38.45	866516	LIQUOR
Total	NORTHWESTERN FRUIT COMPANY		\$2,723.75		
Paid Chk# 106632	7/25/2017	PAUSTIS & SONS			
E 640-47000-252	Wine For Resale		\$279.00	8596434	WINE RESALE
E 640-47000-259	Freight		\$4.50	8596434	FREIGHT
Total	PAUSTIS & SONS		\$283.50		
Paid Chk# 106633	7/25/2017	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$394.22	08541905	MISC.MIX
Total	PEPSI -COLA		\$394.22		
Paid Chk# 106634	7/25/2017	PHILLIPS WINES & SPIRITS			
E 640-47000-251	Liquor For Resale		\$2,280.08	2196934	LIQUOR
E 640-47000-259	Freight		\$31.21	2196934	FREIGHT
E 640-47000-252	Wine For Resale		\$1,001.85	2196935	WINE
E 640-47000-259	Freight		\$13.83	2196935	FREIGHT
E 640-47000-252	Wine For Resale		\$396.00	2198842	WINE
E 640-47000-259	Freight		\$9.76	2198842	FREIGHT
E 640-48000-251	Liquor For Resale		\$82.95	2199151	LIQUOR
E 640-47000-252	Wine For Resale		\$132.00	2199809	WINE
E 640-47000-259	Freight		\$1.22	2199809	FREIGHT
E 640-48000-251	Liquor For Resale		\$600.80	2200502	LIQUOR
E 640-47000-251	Liquor For Resale		\$638.67	2200646	LIQUOR
E 640-47000-259	Freight		\$6.09	2200646	FREIGHT
E 640-47000-252	Wine For Resale		\$833.50	2200647	WINE
E 640-47000-259	Freight		\$13.42	2200647	FREIGHT
Total	PHILLIPS WINES & SPIRITS		\$6,041.38		
Paid Chk# 106635	7/25/2017	QUALITY SERVICE, INC.			
E 640-48000-404	Repairs/Maint - Machin/Equip		\$414.54	32703	BEER COOLER REPAIRS
Total	QUALITY SERVICE, INC.		\$414.54		
Paid Chk# 106636	7/25/2017	SECURITY PRODUCTS COMPANY			
E 640-47000-404	Repairs/Maint - Machin/Equip		\$461.78	1139316	ALARM TRIP
Total	SECURITY PRODUCTS COMPANY		\$461.78		
Paid Chk# 106637	7/25/2017	SHAMROCK GROUP			
E 640-47000-254	Soft Drinks/Mix For Resale		\$113.95	2135916	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$89.58	2137365	ICE
E 640-47000-254	Soft Drinks/Mix For Resale		\$126.64	2138210	ICE
Total	SHAMROCK GROUP		\$330.17		
Paid Chk# 106638	7/25/2017	SIGNS NOW			
E 640-47000-340	Advertising		\$148.79	30045	STORE SIGN
Total	SIGNS NOW		\$148.79		
Paid Chk# 106639	7/25/2017	SOUTHERN GLAZER'S OF MN			

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E 640-47000-252	Wine For Resale	(\$272.00)	0033476	WINE
E 640-47000-251	Liquor For Resale	\$5,091.94	1566783	LIQUOR
E 640-47000-259	Freight	\$36.58	1566783	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$135.00	1566784	MISC.MIX
E 640-47000-259	Freight	\$6.40	1566784	FREIGHT
E 640-47000-252	Wine For Resale	\$1,920.00	5021294	WINE
E 640-47000-259	Freight	\$40.96	5021294	FREIGHT
E 640-47000-252	Wine For Resale	\$2,280.00	5021885	WINE
E 640-47000-259	Freight	\$16.64	5021885	FREIGHT
E 640-47000-252	Wine For Resale	\$2,205.00	5021886	WINE RESALE
E 640-47000-259	Freight	\$62.72	5021886	FREIGHT
E 640-47000-259	Freight	\$0.32	5021887	FREIGHT
Total SOUTHERN GLAZER'S OF MN		\$11,523.56		
Paid Chk# 106640	7/25/2017	STRATEGIC EQUIPMENT AND		
E 640-48000-210	Operating Supplies (GENERAL)	\$333.88	2904140	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$594.66	2904141	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$118.75	2904141	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$65.00	2904141	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$112.96	2908124	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$128.61	2908132	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$52.14	2908135	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$266.25	2908136	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$173.49	2908136	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$97.50	2908136	PROMO FOOD
Total STRATEGIC EQUIPMENT AND		\$1,943.24		
Paid Chk# 106641	7/25/2017	SUNBURST CHEMICALS, INC.		
E 640-48000-415	Other Equipment Rentals	\$92.37	0009672	GLASS WASHER LEASE
Total SUNBURST CHEMICALS, INC.		\$92.37		
Paid Chk# 106642	7/25/2017	T.D. ANDERSON INC.		
E 640-48000-409	Maint services & Improv	\$100.00	568758	BEER LINE SERVICE
Total T.D. ANDERSON INC.		\$100.00		
Paid Chk# 106643	7/25/2017	TRUE BRANDS		
E 640-47000-254	Soft Drinks/Mix For Resale	\$53.76	238984	MISC.MDSE
E 640-47000-259	Freight	\$2.69	238984	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$45.48	241612	MISC.MDSE
E 640-47000-259	Freight	\$2.27	241612	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$247.38	241759	MISC.MDSE
E 640-47000-259	Freight	\$12.37	241759	FREIGHT
Total TRUE BRANDS		\$363.95		
Paid Chk# 106644	7/25/2017	US FOODS		
E 640-48500-255	FOODIngredients For Resale	\$205.61	3318429	FOOD
E 640-48500-255	FOODIngredients For Resale	\$4,496.92	3354869	FOOD
E 640-48000-210	Operating Supplies (GENERAL)	\$107.77	3354869	SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale	\$185.58	3354869	MISC.BEV
E 640-48500-210	Operating Supplies (GENERAL)	\$158.70	3354869	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$99.55	3354869	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,465.47	3391867	FOOD
E 640-48500-255	FOODIngredients For Resale	\$6,266.18	3444514	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$55.35	3444514	SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale	\$371.70	3444514	MISC.BEV
E 640-48000-342	Promotions - Food/Drinks	\$20.79	3444514	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$185.30	3444514	LIQUOR
E 640-48500-255	FOODIngredients For Resale	\$4,224.89	3483683	FOOD

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E 640-48000-254	Soft Drinks/Mix For Resale		\$190.99	3483683	MISC.BEV
E 640-48500-210	Operating Supplies (GENERAL)		\$79.16	3483683	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$53.64	3483683	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$41.58	3483683	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$26.08	3483683	LIQUOR
Total US FOODS			\$20,235.26		
Paid Chk# 106645	7/25/2017	VINOCOPIA			
E 640-47000-252	Wine For Resale		\$288.00	0184356	WINE RESALE
E 640-47000-259	Freight		\$16.50	0184356	FREIGHT
E 640-47000-251	Liquor For Resale		\$161.62	0184356	LIQUOR
E 640-47000-254	Soft Drinks/Mix For Resale		\$120.00	0184356	MISC.MIX
Total VINOCOPIA			\$586.12		
Paid Chk# 106646	7/25/2017	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$1,734.67	42217	WINE RESALE
E 640-47000-259	Freight		\$21.45	42217	FREIGHT
Total WINE COMPANY			\$1,756.12		
Paid Chk# 106647	7/25/2017	WINE MERCHANT			
E 640-47000-252	Wine For Resale		\$180.00	7140534	WINE
E 640-47000-259	Freight		\$1.22	7140534	FREIGHT
E 640-47000-252	Wine For Resale		\$847.54	7140587	WINE
E 640-47000-259	Freight		\$6.31	7140587	FREIGHT
E 640-47000-252	Wine For Resale		\$256.00	7141373	WINE
E 640-47000-259	Freight		\$1.22	7141373	FREIGHT
E 640-48000-252	Wine For Resale		\$222.00	7141549	WINE
E 640-47000-252	Wine For Resale		\$1,274.64	7141549	WINE
E 640-47000-252	Wine For Resale		\$248.00	7141550	WINE
E 640-47000-259	Freight		\$1.22	7141550	FREIGHT
E 640-47000-252	Wine For Resale		\$1,072.00	7141589	WINE
E 640-47000-259	Freight		\$7.42	7141589	FREIGHT
E 640-47000-252	Wine For Resale		(\$217.22)	714608	WINE
Total WINE MERCHANT			\$3,900.35		
Paid Chk# 106648	7/25/2017	Z WINES USA LLC			
E 640-47000-252	Wine For Resale		\$384.00	18232	WINE RESALE
E 640-47000-259	Freight		\$10.00	18232	FREIGHT
Total Z WINES USA LLC			\$394.00		
Paid Chk# 106649	7/26/2017	ADVANCE AUTO PARTS			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$31.66	15077-3503	SQUAD REPAIRS
Total ADVANCE AUTO PARTS			\$31.66		
Paid Chk# 106650	7/26/2017	BCA			
E 101-42100-323	Radio Units		\$270.00	00000370295	PD ACCESS
Total BCA			\$270.00		
Paid Chk# 106651	7/26/2017	BEST & FLANAGAN			
E 101-41500-304	Legal Fees		\$1,336.50	465740	PLANNING COMM.MTGS.
E 101-41500-304	Legal Fees		\$288.75	465742	ORDINANCES
E 407-40000-304	Legal Fees		\$1,592.25	465744	CELL TOWER
E 101-41500-304	Legal Fees		\$330.00	465745	165/213 CENTRAL AVE.
E 101-41500-304	Legal Fees		\$123.75	465747	CODE ENFORCEMENT
G 802-20332	MEYER BROS DEV.		\$1,406.25	465750	MEYER BROS ESCROW PROJECT
E 101-41500-304	Legal Fees		\$82.50	465752	202/217 BYRONDALE
G 802-20350	1350/1430 LASALLE		\$268.50	465753	1350/1430 LASALLE ESCROW PROJECT
G 802-20357	BOHLAND DEVELOPMENT		\$3,122.50	465754	BOHLAND ESCROW PROJECT

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			Check Amt	Invoice	Comment
G 802-20352	1330 WAYZATA BLVD.		\$536.25	465755	1330 WAYZ.BLVD ESCROW PROJECT
G 802-20356	1411 WAYZATA BLVD.EAST		\$618.75	465756	1411 WAYZ.BLVD ESCROW PROJECT
E 101-41500-304	Legal Fees		\$371.25	465774	150 LAKE ST
Total BEST & FLANAGAN			\$10,077.25		
Paid Chk# 106652	7/26/2017	BIFFS, INC.			
E 101-45200-415	Other Equipment Rentals		\$62.50	W643962	PARKS SERVICE
Total BIFFS, INC.			\$62.50		
Paid Chk# 106653	7/26/2017	BRAUN INTERTEC			
E 401-40000-309	Contractual Services		\$4,403.75	B097984	PARKING RAMP
Total BRAUN INTERTEC			\$4,403.75		
Paid Chk# 106654	7/26/2017	BROWNELLS, INC.			
E 101-42100-210	Operating Supplies (GENERAL)		\$53.08	14188448	PD SUPPLIES
Total BROWNELLS, INC.			\$53.08		
Paid Chk# 106655	7/26/2017	COMMERCIAL ASPHALT CO.			
E 430-40000-309	Contractual Services		\$132.75	170715	ASPHALT
Total COMMERCIAL ASPHALT CO.			\$132.75		
Paid Chk# 106656	7/26/2017	CRAIG RAPP, LLC			
E 101-41500-302	Consultants		\$3,516.66	7.04.17	ORG STUDY
Total CRAIG RAPP, LLC			\$3,516.66		
Paid Chk# 106657	7/26/2017	CUSTOMIZED FIRE RESCUE TRAININ			
E 101-42200-434	Training and schools		\$375.00	1105	FD TRAINING
Total CUSTOMIZED FIRE RESCUE TRAININ			\$375.00		
Paid Chk# 106658	7/26/2017	DELTA DENTAL OF MINNESOTA			
G 101-21717	Dental Insurance		\$1,592.90	6975825	DENTAL INS.
Total DELTA DENTAL OF MINNESOTA			\$1,592.90		
Paid Chk# 106659	7/26/2017	ECM PUBLISHERS, INC.			
E 101-43100-499	Miscellaneous		\$248.00	510138	PW EMP.AD
Total ECM PUBLISHERS, INC.			\$248.00		
Paid Chk# 106660	7/26/2017	EHLERS			
E 314-40000-304	Legal Fees		\$2,728.75	74113	TIF CONSULTING
Total EHLERS			\$2,728.75		
Paid Chk# 106661	7/26/2017	ELECTRIC PUMP, INC.			
E 620-40000-225	Repair & Maint - System		\$218.49	0060726	PARTS
Total ELECTRIC PUMP, INC.			\$218.49		
Paid Chk# 106662	7/26/2017	EXCEL DOCUMENT MGMT.			
E 101-43300-499	Miscellaneous		\$80.16	43442	BUS.CARDS-M KELLY
Total EXCEL DOCUMENT MGMT.			\$80.16		
Paid Chk# 106663	7/26/2017	FASTENAL			
E 101-43100-241	Safety equip/testings		\$21.36	MNPLY94756	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$10.37	MNPLY94757	SUPPLIES
Total FASTENAL			\$31.73		
Paid Chk# 106664	7/26/2017	GALLS			
E 101-42100-217	Uniforms		\$20.99	007835307	PD UNIFORMS
E 101-42100-217	Uniforms		\$254.95	08541870	PD UNIFORMS
Total GALLS			\$275.94		

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Paid Chk#	106665	7/26/2017	GARY L. FISCHLER & ASSOCIATES		
E 101-42100-306	Personnel Expense		\$575.00	8661	PRE-EMPL.PSYCH TEST-PD
Total	GARY L. FISCHLER & ASSOCIATES		\$575.00		
Paid Chk#	106666	7/26/2017	GRAINGER, INC.		
E 101-42200-210	Operating Supplies (GENERAL)		\$70.80	9488448516	FD SUPPLIES
E 101-42200-210	Operating Supplies (GENERAL)		\$70.18	9488752735	FD SUPPLIES
Total	GRAINGER, INC.		\$140.98		
Paid Chk#	106667	7/26/2017	GROVE NURSERY		
E 101-45200-229	Dirt, Sand and gravel		\$2,100.00	27635900	MULCH
Total	GROVE NURSERY		\$2,100.00		
Paid Chk#	106668	7/26/2017	HD SUPPLY WATERWORKS, LTD		
E 610-40000-225	Repair & Maint - System		\$410.76	H459022	PARTS
Total	HD SUPPLY WATERWORKS, LTD		\$410.76		
Paid Chk#	106669	7/26/2017	HENN. CNTY. FIRE CHIEFS ASSN.		
E 101-42100-323	Radio Units		\$985.71	10000095939	PD RADIO CONNECTION
Total	HENN. CNTY. FIRE CHIEFS ASSN.		\$985.71		
Paid Chk#	106670	7/26/2017	HENN.CNTY.ACCTG.SERVICES		
E 101-42120-308	Prisoner Care		\$355.70	10000095779	PRISONER PROCESSING
G 101-20300	Deposits Payable		\$205.70	10000095779	PRISONER PROCESSING
Total	HENN.CNTY.ACCTG.SERVICES		\$561.40		
Paid Chk#	106671	7/26/2017	HIRMAN, STEVE		
R 610-00000-37110	W/S/Storm Sales		\$81.88	REFUND	OVERPAYMENT ON FINAL FOR 1124 HOLLYBROOK
Total	HIRMAN, STEVE		\$81.88		
Paid Chk#	106672	7/26/2017	HOFFMAN & MCNAMARA		
E 408-40000-309	Contractual Services		\$142,837.13	2	BUSHAWAY LANDSCAPING
Total	HOFFMAN & MCNAMARA		\$142,837.13		
Paid Chk#	106673	7/26/2017	INTEGRATED FIRE & SECURITY		
E 101-41940-404	Repairs/Maint - Machin/Equip		\$468.40	69981	FIRE PANEL REPAIRS
Total	INTEGRATED FIRE & SECURITY		\$468.40		
Paid Chk#	106674	7/26/2017	JONES, REBECCA		
E 620-40000-499	Miscellaneous		\$43.93	REIMB.	SUPPLIES
Total	JONES, REBECCA		\$43.93		
Paid Chk#	106675	7/26/2017	LAMBERT, JEFFREY W.		
E 101-42120-304	Legal Fees		\$3,315.00	7/25/17	LEGAL SERVICES
Total	LAMBERT, JEFFREY W.		\$3,315.00		
Paid Chk#	106676	7/26/2017	LAW ENFORCEMENT LABOR SERVICES		
G 101-21707	Police union dues		\$441.00	JULY 2017 DU	PD JULY 2017 DUES
Total	LAW ENFORCEMENT LABOR SERVICES		\$441.00		
Paid Chk#	106677	7/26/2017	LEXISNEXIS RISK DATA		
E 101-42100-309	Contractual Services		\$66.00	121455020170	PD SERVICE
Total	LEXISNEXIS RISK DATA		\$66.00		
Paid Chk#	106678	7/26/2017	LOFFLER COMPANIES, INC.		
E 409-40000-540	Equipment		\$20,719.00	2564709	COMPUTERS
E 409-40000-540	Equipment		\$833.75	CW72704	COMPUTERS
Total	LOFFLER COMPANIES, INC.		\$21,552.75		

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Paid Chk#	106679	7/26/2017	MACQUEEN EQUIPMENT, INC.	
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$537.28	P07594	SUPPLIES
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$222.70	P07624	SUPPLIES
Total	MACQUEEN EQUIPMENT, INC.	\$759.98		
Paid Chk#	106680	7/26/2017	MAMA	
E 101-41500-433	Dues, Licensing & Seminars	\$30.00	2572	LUNCHEON REGISTRATION
Total	MAMA	\$30.00		
Paid Chk#	106681	7/26/2017	MARINE DOCK & LIFT	
E 233-40000-220	Repair/Maint Supply (GENERAL)	\$34.45	7/27/17	DOCK PARTS
Total	MARINE DOCK & LIFT	\$34.45		
Paid Chk#	106682	7/26/2017	METERING & TECHNOLOGY SOLUTION	
G 610-14100	Inventory of Material/Supply	\$2,025.00	9384	WATER METER
G 620-14100	Inventory of Material/Supply	\$2,025.00	9384	WATER METER
tal	METERING & TECHNOLOGY SOLUTION	\$4,050.00		
Paid Chk#	106683	7/26/2017	METRO ELEVATOR, INC.	
E 101-41940-404	Repairs/Maint - Machin/Equip	\$320.00	52745	ELEVATOR SERVICE
E 101-41940-404	Repairs/Maint - Machin/Equip	\$594.00	53871	ELEVATOR REPAIRS
Total	METRO ELEVATOR, INC.	\$914.00		
Paid Chk#	106684	7/26/2017	MILLER, FRED	
E 235-40000-302	Consultants	\$1,600.00	0170160	WCTV
Total	MILLER, FRED	\$1,600.00		
Paid Chk#	106685	7/26/2017	MINNEAPOLIS, CITY OF	
E 101-49200-365	Workers Comp Ins	\$715.64	JAMES WILS	JAMES WILSON W/C CLAIM
Total	MINNEAPOLIS, CITY OF	\$715.64		
Paid Chk#	106686	7/26/2017	MINNESOTA EQUIPMENT	
E 101-45200-222	Repair & Maint - Equip	\$84.58	P59361	PARTS
Total	MINNESOTA EQUIPMENT	\$84.58		
Paid Chk#	106687	7/26/2017	NEWMAN TRAFFIC SIGNS	
E 101-43100-226	Sign Repair Materials	\$338.10	0311789	SIGNS
E 101-43100-226	Sign Repair Materials	\$121.51	0311812	SIGNS
Total	NEWMAN TRAFFIC SIGNS	\$459.61		
Paid Chk#	106688	7/26/2017	OFFICE DEPOT	
E 630-40000-200	Office Supplies (GENERAL)	\$23.99	943026466001	SUPPLIES
E 640-48000-200	Office Supplies (GENERAL)	\$78.95	943026466001	SUPPLIES
E 640-48000-200	Office Supplies (GENERAL)	\$28.21	943027013001	SUPPLIES
Total	OFFICE DEPOT	\$131.15		
Paid Chk#	106689	7/26/2017	PHILIPS MEDICAL SYSTEMS	
E 101-42100-210	Operating Supplies (GENERAL)	\$301.23	935014498	PD SUPPLIES
Total	PHILIPS MEDICAL SYSTEMS	\$301.23		
Paid Chk#	106690	7/26/2017	POPP TELECOM	
E 640-47000-321	Telephone	\$100.00		SERVICE
E 640-48000-321	Telephone	\$100.00		SERVICE
E 101-41940-321	Telephone	\$295.28		SERVICE
E 610-40000-323	Radio Units	\$91.33		SERVICE
E 620-40000-323	Radio Units	\$33.29		SERVICE
Total	POPP TELECOM	\$619.90		
Paid Chk#	106691	7/26/2017	PRIMARY PRODUCTS COMPANY	

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E 101-42100-210	Operating Supplies (GENERAL)		\$93.76	61803	PD SUPPLIES
Total	PRIMARY PRODUCTS COMPANY		\$93.76		
Paid Chk#	106692	7/26/2017	RANDY S SANITATION		
E 650-47500-384	Refuse/Garbage Disposal		\$9,011.16		LABOR
E 650-47500-384	Refuse/Garbage Disposal		\$79.95		STICKERS
E 650-47500-384	Refuse/Garbage Disposal		\$1,566.04		KARTS
E 650-47500-384	Refuse/Garbage Disposal		\$1,046.38		DRIVE UP
E 650-47500-386	Other Utilities		\$4,204.20		DISPOSAL
E 101-41940-386	Other Utilities		\$745.59		CH & PW
E 650-47600-309	Contractual Services		\$3,944.34		RECYCLING
E 650-47800-384	Refuse/Garbage Disposal		\$6,586.79		ORGANICS
E 650-47800-386	Other Utilities		\$49.95		ORGANICS DISPOSAL
E 640-47000-384	Refuse/Garbage Disposal		\$150.00		STORE
E 640-48000-384	Refuse/Garbage Disposal		\$477.73		BAR
Total	RANDY S SANITATION		\$27,862.13		
Paid Chk#	106693	7/26/2017	RIGID HITCH INC.		
E 101-45200-222	Repair & Maint - Equip		\$36.43	1927895351	PARTS
Total	RIGID HITCH INC.		\$36.43		
Paid Chk#	106694	7/26/2017	RUEHL + ASSOCIATES, LLC		
E 101-41500-302	Consultants		\$1,081.82	17-10-2	STRATEGIC PLANNING
Total	RUEHL + ASSOCIATES, LLC		\$1,081.82		
Paid Chk#	106695	7/26/2017	SCHANKE, SUZIE		
E 101-42200-409	Maint services & Improv		\$145.00	JULY 2017	MONTHLY FD CLEANING - JULY 2017
Total	SCHANKE, SUZIE		\$145.00		
Paid Chk#	106696	7/26/2017	SECURITY PRODUCTS COMPANY		
E 401-40000-309	Contractual Services		\$21,884.66	181711	RAMP SECURITY
Total	SECURITY PRODUCTS COMPANY		\$21,884.66		
Paid Chk#	106697	7/26/2017	SHORT ELLIOTT HENDRICKSON INC.		
E 407-40000-302	Consultants		\$11,002.50	335979	CELL TOWER
Total	SHORT ELLIOTT HENDRICKSON INC.		\$11,002.50		
Paid Chk#	106698	7/26/2017	SILENT KNIGHT SECURITY GROUP		
E 101-41940-404	Repairs/Maint - Machin/Equip		\$140.00	00099989	DEPOT
Total	SILENT KNIGHT SECURITY GROUP		\$140.00		
Paid Chk#	106699	7/26/2017	SITEONE LANDSCAPE SUPPLY		
E 101-45203-220	Repair/Maint Supply (GENERAL)		\$195.96	81492565	IRRIGATION SUPPLIES
Total	SITEONE LANDSCAPE SUPPLY		\$195.96		
Paid Chk#	106700	7/26/2017	SOUTHWEST ASSESSING		
E 101-41550-302	Consultants		\$4,033.33	AUG.2017	MONTHLY ASSESSING
E 101-41550-210	Operating Supplies (GENERAL)		\$162.48	AUG.2017	ASSESSING SUPPLIES
Total	SOUTHWEST ASSESSING		\$4,195.81		
Paid Chk#	106701	7/26/2017	SRF CONSULTING GROUP, INC.		
E 408-40000-302	Consultants		\$1,566.15	08758.00-18	PEAVEY BRIDGE
E 408-40000-302	Consultants		\$478.93	09397.00-7	BUSHAWAY LANDSCAPING
E 430-40000-302	Consultants		\$459.24	10594.00-3	WAYZ./SUPERIOR
E 430-40000-302	Consultants		\$1,704.25	10716.00-1	SPEED STUDY
Total	SRF CONSULTING GROUP, INC.		\$4,208.57		
Paid Chk#	106702	7/26/2017	STREICHER S		
E 101-42100-217	Uniforms		\$60.97	I1269375	PD UNIFORMS & SUPPLIES

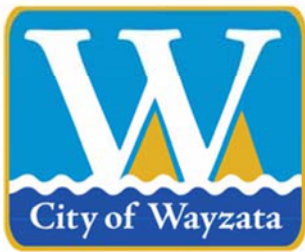
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E 101-42100-217	Uniforms		\$46.99	I1269700	PD UNIFORMS & SUPPLIES
E 101-42100-210	Operating Supplies (GENERAL)		\$129.99	I1269819	PD UNIFORMS & SUPPLIES
E 101-42100-210	Operating Supplies (GENERAL)		\$34.99	I1270549	PD UNIFORMS & SUPPLIES
Total STREICHER S			\$272.94		
Paid Chk# 106703	7/26/2017	STRUCTURAL TOWER SERVICES			
E 407-40000-309	Contractual Services		\$171,630.85	1	MONO POLE/CELL TOWER
Total STRUCTURAL TOWER SERVICES			\$171,630.85		
Paid Chk# 106704	7/26/2017	SUBURBAN TIRE WHOLESALE INC.			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$594.20	10147346	SQUAD TIRES
Total SUBURBAN TIRE WHOLESALE INC.			\$594.20		
Paid Chk# 106705	7/26/2017	TOLL GAS & WELDING SUPPLY			
E 620-40000-210	Operating Supplies (GENERAL)		\$62.56	10197702	SUPPLIES
Total TOLL GAS & WELDING SUPPLY			\$62.56		
Paid Chk# 106706	7/26/2017	UPS STORE			
E 404-40000-499	Miscellaneous		\$48.00	3146	PARKS SUPPLIES
Total UPS STORE			\$48.00		
Paid Chk# 106707	7/26/2017	VERIZON WIRELESS			
E 101-42100-323	Radio Units		\$400.10	9789119932	PD SERVICE
Total VERIZON WIRELESS			\$400.10		
Paid Chk# 106708	7/26/2017	VILLAGE CHEVROLET			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$308.27	759189	FD REPAIRS
Total VILLAGE CHEVROLET			\$308.27		
Paid Chk# 106709	7/26/2017	WBC HOLDINGS, INC.			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$654.08	13837	PD SQUAD MAINT.
Total WBC HOLDINGS, INC.			\$654.08		
10100 Anchor Bank			\$2,533,886.50		

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	\$71,449.22
233 LAKFRONT IMPROVE	\$34.45
235 CABLE TV	\$2,683.79
314 WIDSTEN	\$2,728.75
316 BAY CENTER	\$1,001,509.82
401 PERM IMPROVEMENT	\$768,406.11
404 PARK AND TRAIL CIP	\$48.00
407 CELL TOWER	\$184,225.60
408 GENERAL CIP	\$144,882.21
409 EQUIP REVOLVING	\$26,810.06
430 STREET CIP	\$19,256.91
610 WATER FUND	\$11,425.77
620 SEWER FUND	\$47,564.30
630 MOTOR VEHICLE	\$53.94
640 LIQUOR	\$220,295.26
650 SOLID WASTE	\$26,488.81
802 ESCROW PROJECTS	\$6,023.50
	\$2,533,886.50



City of Wayzata City Council Agenda Report

MEETING DATE: August 02, 2017	AGENDA ITEM: 7c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To approve the Municipal Licenses as attached	
PREPARED BY: Lori Krismer, Office Assistant	
REVIEWED BY: Becky Malone, Deputy City Clerk	

ACTION REQUESTED:

Staff recommends approval of the Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. List of Municipal Licenses for City Council Approval and Municipal Licenses Which Received Administrative Approval (informational only)
2. One (1) day Temporary On-Sale Liquor License Application from Wayzata Brew Works
3. One (1) day Temporary On-Sale Liquor License Application from St. Bartholomew Church for the Feast of St. Bartholomew
4. One (1) day Temporary On-Sale Liquor License Application from St. Bartholomew Church for the Gathering

08/02/2017

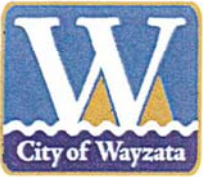
**THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY**

2017 Itinerant Food License for The Gathering at St. Bartholomew Church on 9/15/2017	
St. Bartholomew Church	Wayzata, MN
2017 Itinerant Food License for The Wayzata Rotary Motorsports Show on 9/10/2017	
Chris Cakes	Wayzata, MN
2017 Itinerant Food License for the James J. Hill Days on 9/9 & 9/10/2017	
Daryl's Dog House	White Bear Lake, MN
Peepe's Hot Box, Inc	Minneapolis, MN
Wildearth	Minneapolis, MN
Falafel King	Minneapolis, MN
Jake's City Grille	Plymouth, MN
Kabomelette	Minneapolis, MN
Free Indeed Food	Woodbury, MN
My Burger	Minneapolis, MN
Rusty Taco	Minneapolis, MN

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

2017 1-Day Temporary On-Sale Liquor License for Lindsay ELL Concert at Wayzata Brew Works on 8/27/2017	
Wayzata Brew Works	Wayzata, MN
2017 1-Day Temporary On-Sale Liquor License for Feast of St. Bartholomew at St. Bartholomew Church on 8/27/2017	
St. Bartholomew Church	Wayzata, MN
2017 1-Day Temporary On-Sale Liquor License for The Gathering at St. Bartholomew Church on 9/15/2017	
St. Bartholomew Church	Wayzata, MN



APPLICATION FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

NAME OF ORGANIZATION: Wayzata Brewworks
DATE(S) OF EVENT: Aug. 27 2017 START TIME: 2pm STOP TIME: 9pm
NAME OF EVENT: Lindsay ELL Concert
DESCRIPTION OF EVENT: Music by musician Lindsay ELL
NAME OF LOCATION WHERE EVENT WILL BE HELD: Wayzata Brewworks
ADDRESS WHERE EVENT WILL BE HELD: 294 Groveland E.
NAME OF PERSON IN CHARGE AT EVENT: Rich Anderson
TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT: 952-737-1023
WHAT DO YOU PLAN TO CONSUME: Beer Produced by brewworks
(BEER, WINE, OR INTOXICATING LIQUOR)

DO YOU PLAN TO PROVIDE THE LIQUOR? ☐ NO, GUESTS WILL PROVIDE THEIR OWN LIQUOR
☒ YES

A CERTIFICATE OF LIQUOR LIABILITY INSURANCE COVERAGE MUST BE ATTACHED. COVERAGE FOR THE ACTUAL EVENT LOCATION AND EXACT DATES OF THE EVENT MUST BE SHOWN. IS IT ATTACHED? ☒ YES

LOCATION LICENSE/PERMIT WILL BE USED. IF AN OUTDOOR AREA, DESCRIBE:

In Boatworks Parking lot. (Depot side of Brewworks) Extending up into grass area of Depot Parking lot

PLEASE ATTACH A MAP AND/OR DRAWINGS WHICH ILLUSTRATE YOUR LOCATION AT THE EVENT INCLUDING LOCATION OF TABLES, LOCATION OF BAR, ILLUSTRATION OF CONTROL MEASURES, ETC.

ARE MAP/DRAWINGS ATTACHED? ☒ YES

I, the undersigned, agree to indemnify and hold the City of Wayzata harmless from all losses, liabilities, damages, legal liabilities, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) that may arise in association with the above event.

SIGNATURE OF LICENSEE: [Signature] DATE: 7-17-17

PRINT NAME: Robert Klick

CITY FEE AMOUNT: \$25.00 DATE FEE PAID: 7/18/17 RECEIPT # 37484

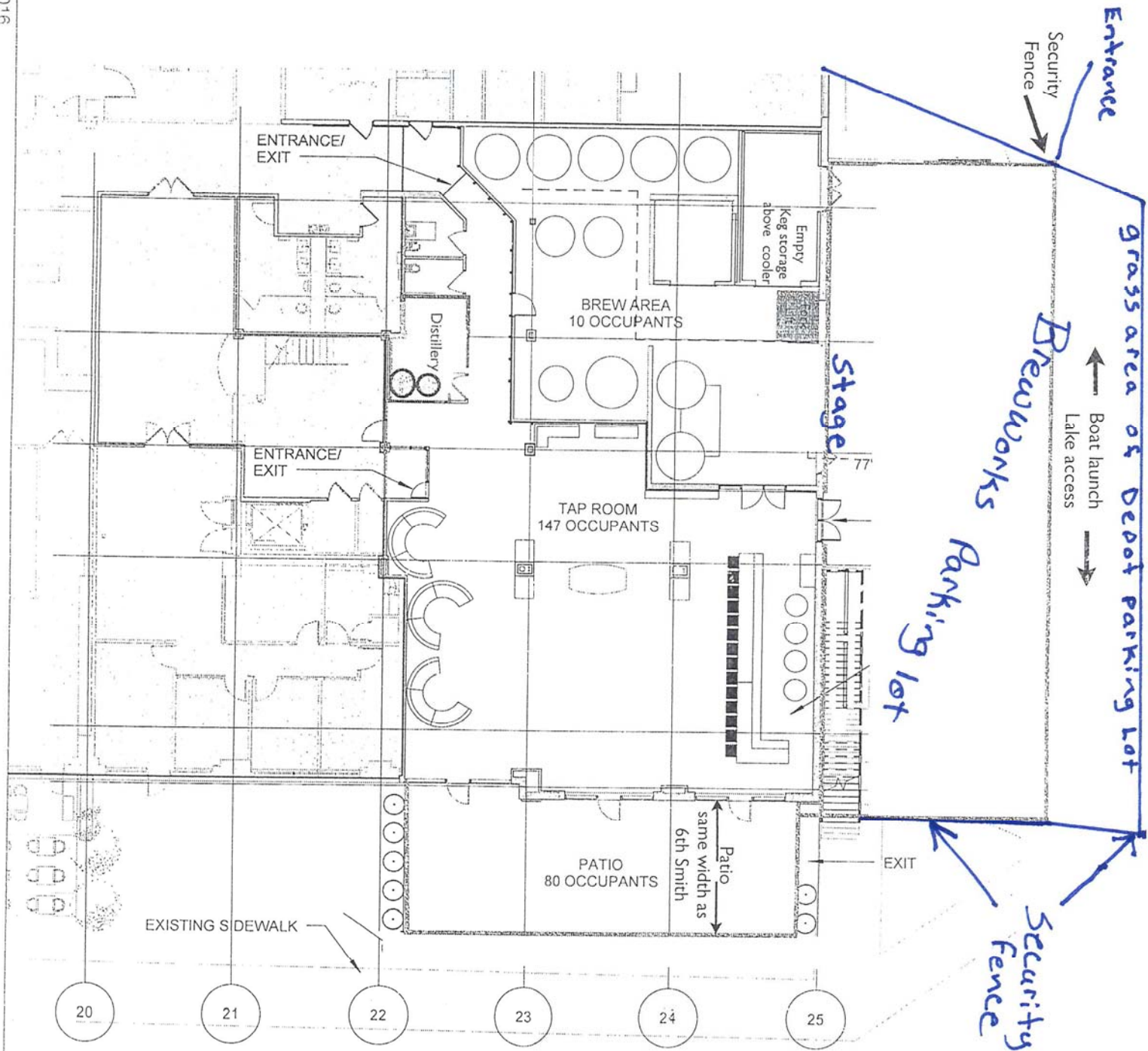
POLICE CHIEF SIGNATURE: [Signature] DATE SIGNED: 7/19/17

APPROVED BY WAYZATA CITY COUNCIL ON: 8/2/2017

DEPUTY CITY CLERK SIGNATURE: _____ DATE SIGNED: _____

WAYZATA Brew works

Tuesday, June 21, 2016





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group Insurance 11100 Bren Road West Minnetonka MN 55343	CONTACT NAME: Kristin Chase PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL ADDRESS: kchase@christensengroup.com														
INSURED WAYZATA BREW WORKS LLC 294 Grove Lane E. Suite 150 Wayzata MN 55391	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: General Casualty Co. of WI</td><td>12378</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: General Casualty Co. of WI	12378	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 16-17 Liab w/Liquor**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CCI1231407	12/12/2016	12/12/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
A	Liquor Liability		CCI1231407	12/12/2016	12/12/2017	Limit Per Occurrence 1,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lindsay Ell Concert.

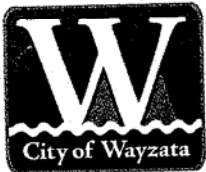
CERTIFICATE HOLDER**CANCELLATION**City of Wayzata
600 Rice Street E.
Wayzata, MN 55391

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cliff Lake/KAC

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APPLICATION FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

NAME OF ORGANIZATION: St. Bartholomew Church
DATE(S) OF EVENT: 8/27/2017 START TIME: 11:30AM STOP TIME: E 2:30PM
NAME OF EVENT: Feast of St. Bartholomew
DESCRIPTION OF EVENT: Festival - Church Picnic
NAME OF LOCATION WHERE EVENT WILL BE HELD: St. Bartholomew's Parking Lot
ADDRESS WHERE EVENT WILL BE HELD: 630 Wayzata Blvd
NAME OF PERSON IN CHARGE AT EVENT: Jodene Marquis
TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT: Jodene Marquis
WHAT DO YOU PLAN TO CONSUME: Beer
(BEER, WINE, OR INTOXICATING LIQUOR)

DO YOU PLAN TO PROVIDE THE LIQUOR? ☒ YES NO, GUESTS WILL PROVIDE THEIR OWN LIQUOR

A CERTIFICATE OF LIQUOR LIABILITY INSURANCE COVERAGE MUST BE ATTACHED. COVERAGE FOR THE ACTUAL EVENT LOCATION AND EXACT DATES OF THE EVENT MUST BE SHOWN. IS IT ATTACHED? ☒ YES

LOCATION LICENSE/PERMIT WILL BE USED. IF AN OUTDOOR AREA, DESCRIBE:

parking lot (tent)

PLEASE ATTACH A MAP AND/OR DRAWINGS WHICH ILLUSTRATE YOUR LOCATION AT THE EVENT INCLUDING LOCATION OF TABLES, LOCATION OR BAR, ILLUSTRATION OF CONTROL MEASURES, ETC.

ARE MAP/DRAWINGS ATTACHED? ☐ YES

I, the undersigned, agree to indemnify and hold the City of Wayzata harmless from all losses, liabilities, damages, legal liabilities, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) that may arise in association with the above event.

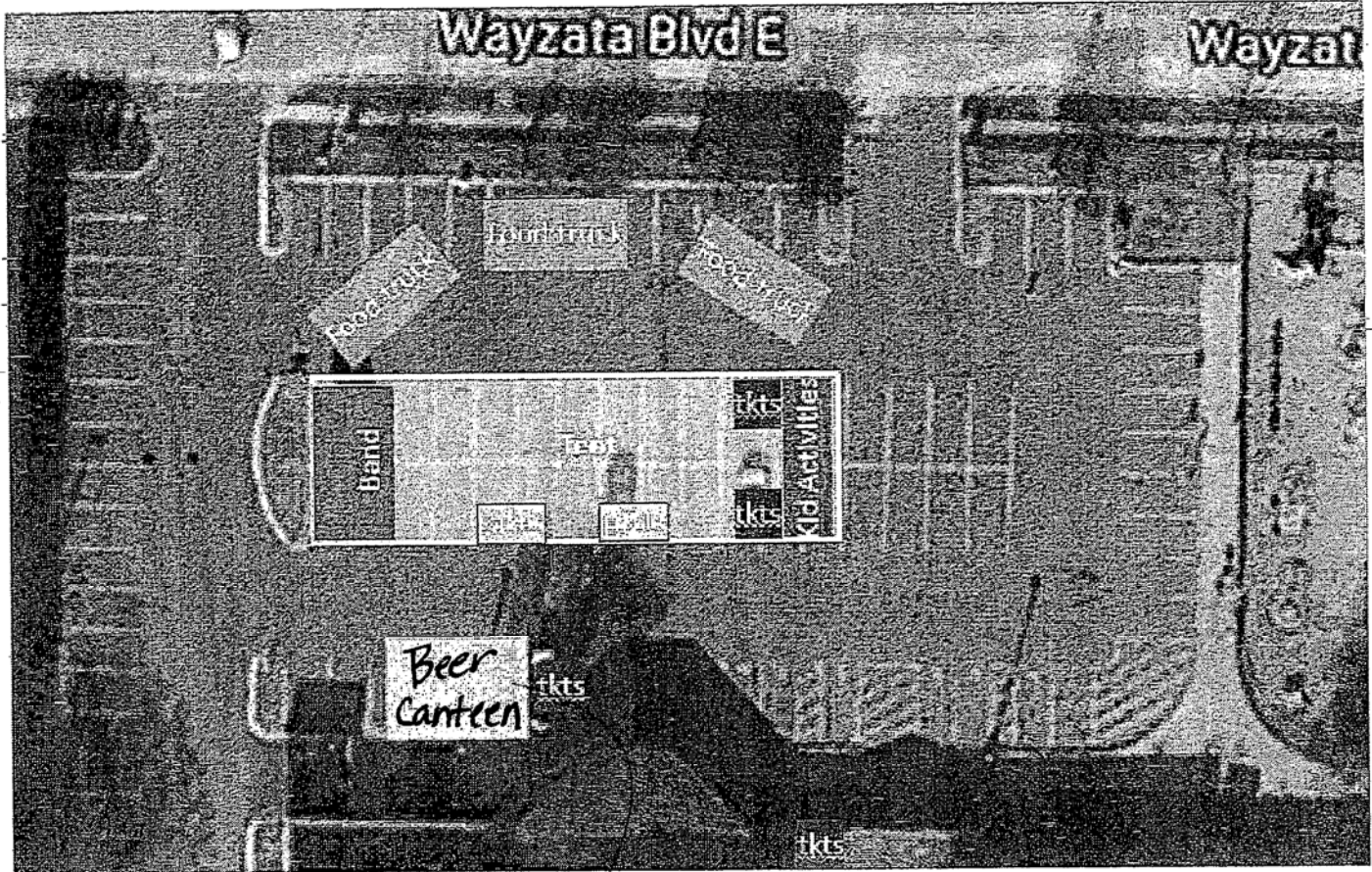
SIGNATURE OF LICENSEE: Marion Clark DATE: 7/3/17
PRINT NAME: Marion Clark

CITY FEE AMOUNT: \$2500 DATE FEE PAID: 7/20/17 RECEIPT # 37509

POLICE CHIEF SIGNATURE: [Signature] DATE SIGNED: 7/19/17

APPROVED BY WAYZATA CITY COUNCIL ON: 8/2/2017

DEPUTY CITY CLERK SIGNATURE: _____ DATE SIGNED: _____



David A. Marquis | Senior Director Corporate Real Estate | ©Target | 1000 Nicollet Mall, TPN-1201 | Minneapolis, MN 55403 | 612-761-1553

St. Barts will be using metal gates to section off the beer canteen.

Certificate of Coverage

Date: 7/6/2017

Certificate Holder

Archdiocese of St. Paul-Minneapolis
Chancery Office
226 Summit Avenue
St. Paul, MN 55102

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

ST BARTHOLOMEW CHURCH
630 EAST WAYZATA BOULEVARD
WAYZATA, MN 55391

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8589	7/1/2017	7/1/2018	Each Occurrence	500,000
☒ Occurrence				General Aggregate	
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med-Exp (Any one person)	
Excess Liability	8589	7/1/2017	7/1/2018	Each Occurrence	500,000
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage extends for claims arising, directly and solely, from the negligence of Covered Location during the course of their Festival-Church Picnic, to be held on parish grounds, August 27, 2017.

Includes Liquor Liability and Fidelity for Charitable Gambling.

Holder of Certificate

Cancellation

Additional Protected Person(s)

City of Wayzata
600 Rice Street East
Wayzata, MN 55391

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Antunovich
08-02-2017 CC PACKET
Page 37 of 283

0111009931



APPLICATION FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

NAME OF ORGANIZATION: St Bartholomew Church ^{Catholic}
DATE(S) OF EVENT: Friday, 9/15/17 START TIME: 5pm STOP TIME: 11pm
NAME OF EVENT: The Gathering
DESCRIPTION OF EVENT: School Community Festival
NAME OF LOCATION WHERE EVENT WILL BE HELD: St Bartholomew Parking Lot
ADDRESS WHERE EVENT WILL BE HELD: 630 E Wayzata Blvd
NAME OF PERSON IN CHARGE AT EVENT: Maggie Sinning
TELEPHONE NUMBER OF PERSON IN CHARGE AT EVENT: [REDACTED]
WHAT DO YOU PLAN TO CONSUME: 3.2 Beer/wine
(BEER, WINE, OR INTOXICATING LIQUOR)

DO YOU PLAN TO PROVIDE THE LIQUOR? ☐ NO, GUESTS WILL PROVIDE THEIR OWN LIQUOR
☒ YES

A CERTIFICATE OF LIQUOR LIABILITY INSURANCE COVERAGE MUST BE ATTACHED. COVERAGE FOR THE ACTUAL EVENT LOCATION AND EXACT DATES OF THE EVENT MUST BE SHOWN. IS IT ATTACHED? ☒ YES

LOCATION LICENSE/PERMIT WILL BE USED. IF AN OUTDOOR AREA, DESCRIBE:

adjacent to the west/north end of the church building
in the parking lot, outlined by a fence - see attached

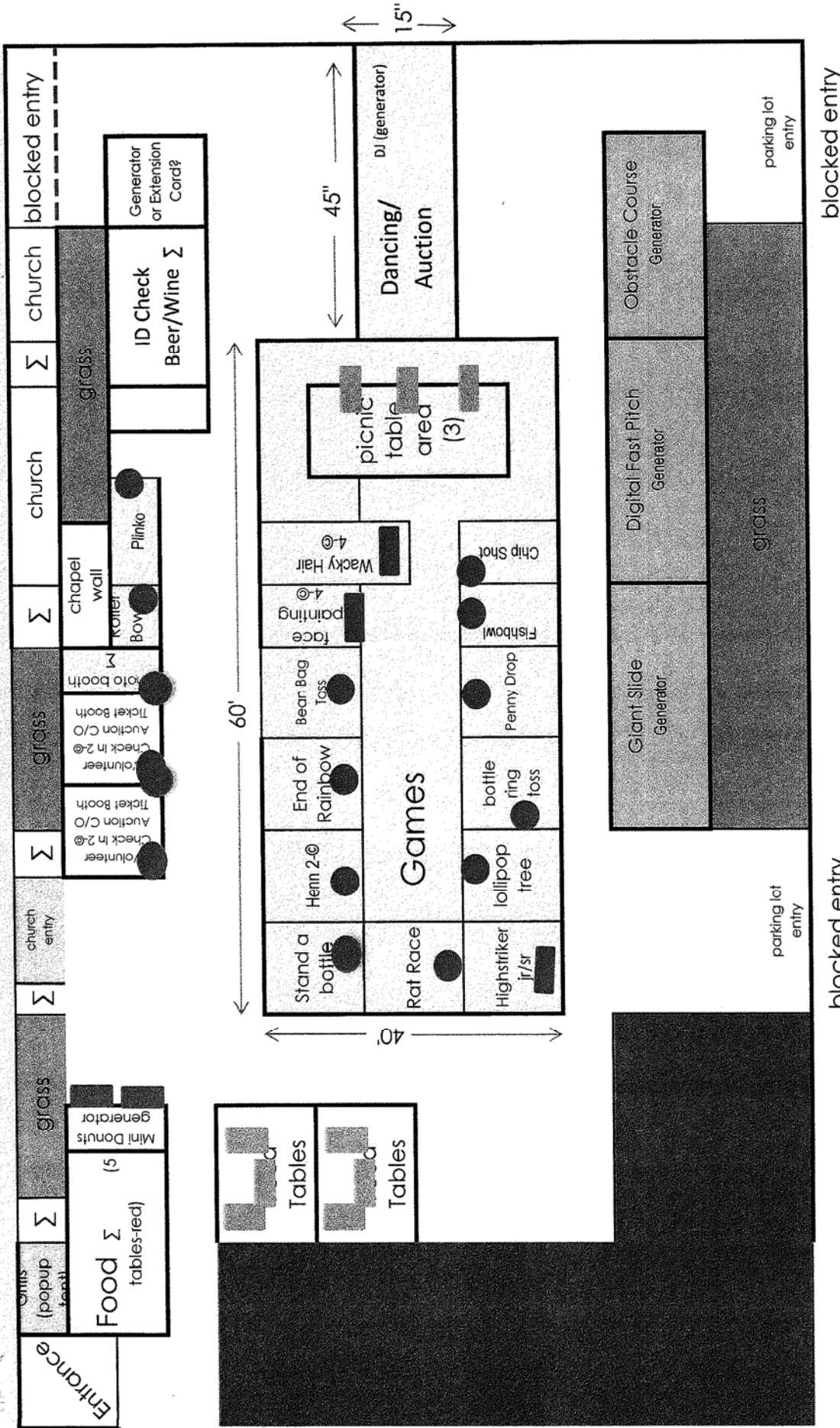
PLEASE ATTACH A MAP AND/OR DRAWINGS WHICH ILLUSTRATE YOUR LOCATION AT THE EVENT INCLUDING LOCATION OF TABLES, LOCATION OF BAR, ILLUSTRATION OF CONTROL MEASURES, ETC.
ARE MAP/DRAWINGS ATTACHED? ☒ YES

SIGNATURE OF APPLICANT: Margaret Sinning DATE: 7/10/17
PRINT NAME: Margaret (Maggie) Sinning

CITY FEE AMOUNT: \$2500 DATE FEE PAID: 7/21/17 RECEIPT # 37505
POLICE CHIEF SIGNATURE: [Signature] DATE SIGNED: 7/19/17
APPROVED BY WAYZATA CITY COUNCIL ON: 8/2/2017

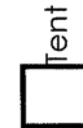
DEPUTY CITY CLERK SIGNATURE: _____ DATE SIGNED: _____

St. Bartholomew The Gathering Map - September 15, 2017



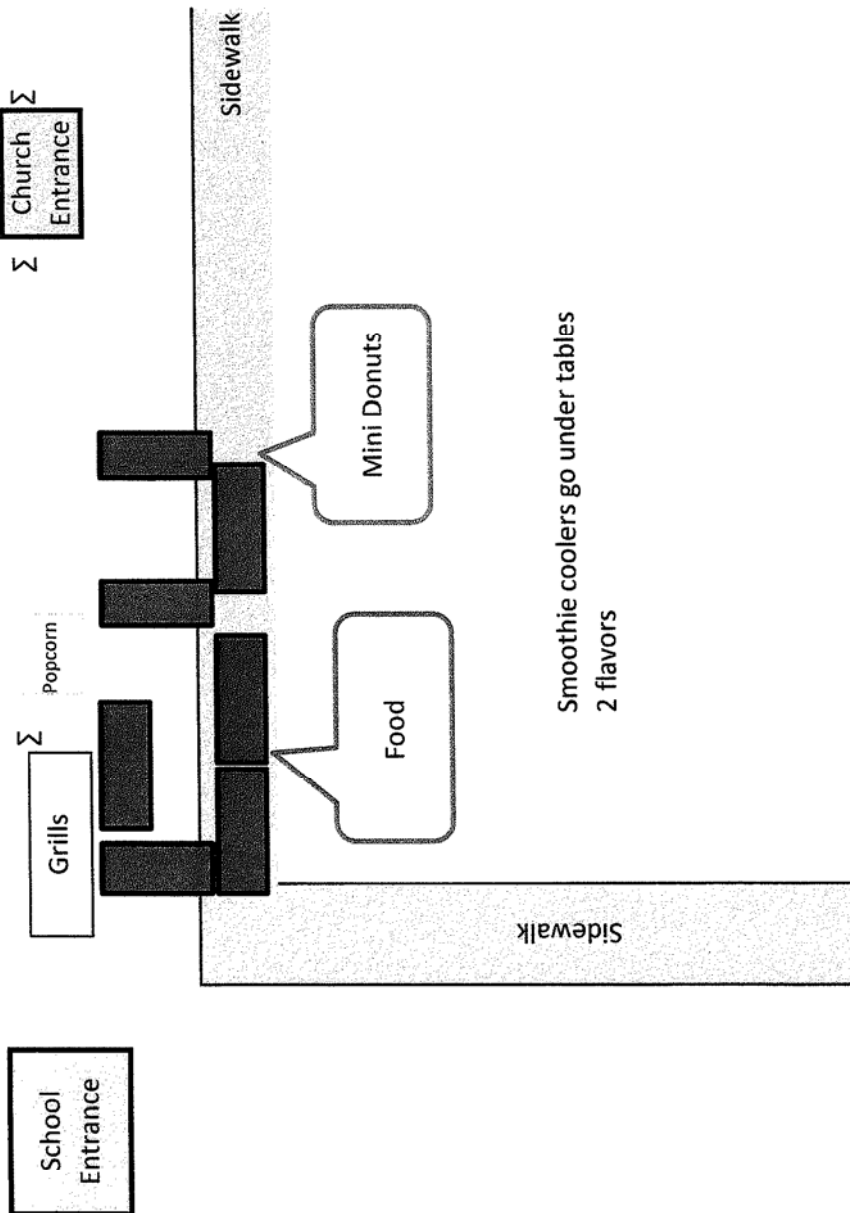
Σ = electricity © = chair

tentative as of July, 2017

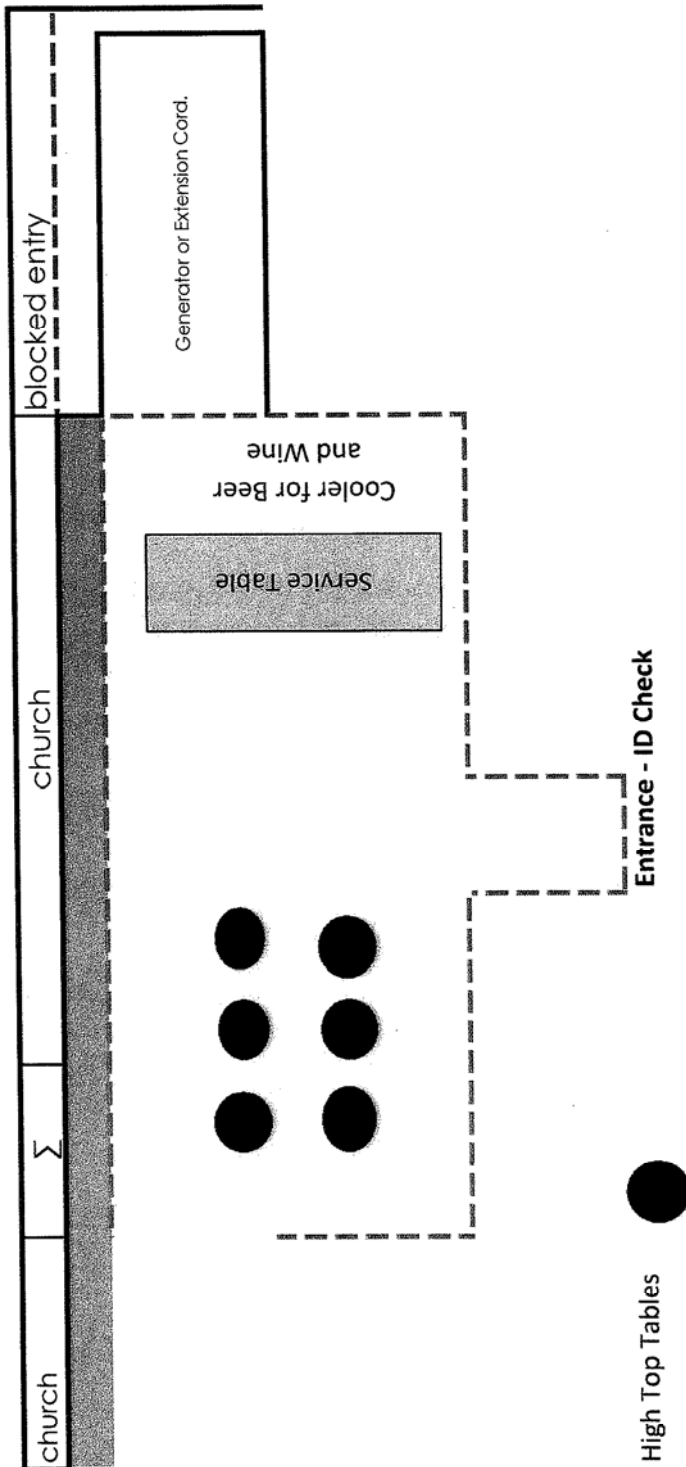


Picnic Table

Wayzata Blvd



Beer and Wine Tent Blow up for St. Bartholomew The Gathering, September 15, 2017



Fence in red surround perimeter of Beer and Wine Tent
2 tents

Certificate of Coverage

Date: 7/19/2017

Certificate Holder

Archdiocese of Saint Paul and Minneapolis
Chancery Office
226 Summit Avenue
St. Paul, MN 55102

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

St. Bartholomew Catholic Church
630 East Wayzata Boulevard
Wayzata, MN 55391

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8589	7/1/2017	7/1/2018	Each Occurrence	1,000,000
☒ Occurrence				General Aggregate	
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage extends only for claims arising, directly and solely, from the negligence of Covered Location during the course of their The Gathering event to be held on parish grounds, September 15, 2017.

Includes Liquor Liability and Fidelity for Charitable Gambling

Holder of Certificate

Additional Protected Person(s)

City of Wayzata
600 Rice Street East
Wayzata, MN 55391

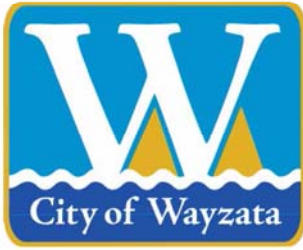
Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Antunovich
08-02-2017 CC PACKET
Page 42 of 283

0111009958



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 7d
TITLE: Mediacom Quarterly Customer Service Report	
PROPOSED MOTION: To Accept the 2 nd Quarter Customer Service Report from Mediacom	
PREPARED BY: Kristin Classey, Communications Specialist	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Review and accept the newly revised Customer Service Report from Mediacom for 2nd quarter 2017.

FINANCIAL OR BUDGET CONSIDERATION:

Cable franchise fees in 2016 generated \$65,825.35 in revenues to the Cable TV Fund. This amount is down slightly from previous years. The revenue generated is used to pay for A/V equipment at City Hall and personnel costs of our Communications Specialist and Cable TV Consultants.

BACKGROUND:

The Franchise Agreement between the City and Mediacom allows for requests by the City for quarterly customer service reports. Staff has reviewed the latest report, believes that it is satisfactory, and meets the requirements for the franchise agreement customer service report. In addition, staff has reviewed complaints received from the form on the City's website and one complaint of a bury cable issue was received in the 2nd quarter.

ATTACHMENTS:

1. 2nd Quarter Customer Service Report from Mediacom



Theresa Sunde
Senior Manager, Government Relations

VIA EMAIL: communications@wayzata.org
Hard copies sent via UPS Ground

July 21, 2017

Mr. Jeffrey Dahl
City Manager
City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

RE: Mediacom Quarterly Customer Service Report; Q2 2017

Dear Mr. Dahl:

As requested by your June 12, 2017 letter and in accordance with 7.4(c) of the Franchise Agreement, Mediacom Minnesota LLC ("Mediacom") hereby submits a quarterly customer service compliance report for Q2 2017. The report, which consists of narrative responses and supporting exhibits, demonstrates compliance with the terms and provisions of Section 5.3 of the Franchise Agreement. In addition, as agreed, responses that typically remain unchanged over time (for example, Mediacom's billing policy) state "no change from Q1 2017 report."

Sincerely,

A handwritten signature in blue ink that reads "Theresa Sunde". The signature is fluid and cursive, with the first name "Theresa" and last name "Sunde" clearly distinguishable.

Theresa Sunde

Enclosures

cc: David Schelzel, City Attorney, City of Wayzata
Bill Jensen, GVP, Mediacom Lakes Region
Thomas J. Larsen, SVP, Government and Public Relations, Mediacom
Bruce Gluckman, Deputy General Counsel, Mediacom
Jenna Comizio Guarino, Director, Legal Affairs, Mediacom

MEDIACOM QUARTERLY CUSTOMER SERVICE REPORT Q2 2017 WAYZATA, MN

Section 5.3 of the Franchise Agreement requires Mediacom to comply with the following consumer protection standards for Cable Service under Normal Operating Conditions¹:

(a) Cable System office hours and telephone availability.

- (i) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

RESPONSE: *No change from Q1 2017 Report.*

1. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

RESPONSE: *No change from Q1 2017 Report.*

2. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

RESPONSE: *No change from Q1 2017 Report.*

- (ii) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

RESPONSE: *Under Normal Operating Conditions, no less than 90% of the time, Mediacom meets these standards. The chart attached in **Exhibit A** demonstrates compliance with this obligation. In Q2, 99.7% of telephone calls were answered in 30 seconds or less; if a call needed to be transferred, the average wait time was 9.6 seconds.*

- (iii) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

RESPONSE: *Mediacom has no historical record of complaints indicating a clear failure to comply with the telephone answering standards listed in (ii) above.*

- (iv) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

RESPONSE: *Under Normal Operating Conditions, when calling Mediacom customers receive a busy signal less than three percent (3%) of the time. The chart attached in **Exhibit B** shows that in Q2 customers in Wayzata received a busy signal 0.29% of the time.*

- (v) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

RESPONSE: *No change from Q1 2017 Report.*

¹ Normal Operating Conditions is defined in the Franchise Agreement as "...those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System."

(b) Installations, Outages and Service Calls.

Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(i) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

RESPONSE: *Under Normal Operating Conditions, no less than 95% of the time measured on a quarterly basis, Mediacom performs standard installations within 7 business days after an order has been placed. In some cases, customers specifically request a date that is more than 7 business days after the date the order is placed. For the purposes of this report, we believe this requirement addresses only those appointments where Mediacom chooses the installation date. In Q2, Mediacom performed all standard installations within 7 business days after an order has been placed, 100% of the time. The chart attached in Exhibit C demonstrates compliance with this subsection; this information is derived from our order and billing system, CSG. As shown in the chart, of the 28 installation orders placed during Q2, all 28 were completed within 7 business days or less.*

(ii) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

RESPONSE: *In Q2, there were no service interruptions affecting Wayzata.*

(iii) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

RESPONSE: *No change from Q1 2017 Report. See Exhibit E for scheduled appointment windows.*

(iv) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

RESPONSE: *No change from Q1 2017 Report.*

(v) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

RESPONSE: *No change from Q1 2017 Report.*

(c) Communications between Grantee and Subscribers.

Grantee shall comply with the provisions of 47 CFR §76.1601-1604 regarding communications with Subscribers in the City:

(i) **Refunds.** Refund checks will be issued promptly, but no later than either:

1. The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
2. The return of the equipment supplied by Grantee if Cable Service is terminated.

RESPONSE: *No change from Q1 2017 Report.*

(ii) **Credits.** Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

RESPONSE: No change from Q1 2017 Report.

(d) Billing.

(i) Consistent with 47 C.F.R. 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

RESPONSE: No change from Q1 2017 Report.

(ii) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

RESPONSE: In Q1 2017, Mediacom did not receive a written complaint regarding a billing dispute from a Wayzata subscriber.

(e) Subscriber Information.

Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

- (i) Products and Services offered;
- (ii) Prices and options for programming services and conditions of subscription to programming and other services;
- (iii) Installation and Service maintenance policies;
- (iv) Instructions on how to use the Cable Service;
- (v) Channel positions of programming carried on the System; and
- (vi) Billing and complaint procedures, including the address and telephone number of the City's cable office.

RESPONSE: No change from Q1 2017 Report.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the City. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section 5.3(e).

RESPONSE: No change from Q1 2017 Report.

(f) Notice or Rate Programming Change. In addition to the requirement of this subparagraph (f) regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change consistent with applicable federal law. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

RESPONSE: No change from Q1 2017 Report.

(g) Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and

concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

RESPONSE: *No change from Q1 2017 Report.*

(h) Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

RESPONSE: *No change from Q1 2017 Report.*

(i) Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

RESPONSE: *No change from Q1 2017 Report.*

(j) Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or Commission of the City.

RESPONSE: *No change from Q1 2017 Report.*

(k) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days. In addition, Grantee shall respond to written complaints from the City in a timely manner, and provide a copy of each response to the City within fifteen (15) days.

RESPONSE: *No change from Q1 2017 Report.*

(l) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 5.3(e), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

RESPONSE: *No change from Q1 2017 Report.*

(m) Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

RESPONSE: *No change from Q1 2017 Report.*

EXHIBIT A**5.3(a)(ii) Telephone Answer Time****Q2 2017 Wayzata, MN**

Month	Total Calls Answered*	% Busy Signal	% Answered in 30 Seconds	Automated Resolved*	Calls Transferred to Agents Answered*	Avg Wait Time For Calls Trans to Agent (Sec)*	Q Calls Abandoned*	% Abandon*
April	12,219	0.6%	99.4%	3,789	8,430	9.6	76	0.9
May	12,904	0.2%	99.8%	3,825	9,079	10.2	86	0.9
June	16,488	0.2%	99.8%	5,420	11,068	9.0	113	1.0
Q2 Totals	41,611	0.3%	99.7%	13,034	28,577	9.6	275	0.9%

* These statistics also include Minnesota calling areas that are outside of the Wayzata franchise area.

Exhibit B

5.3(a)(iv) Busy Signal

Q2 2017 Wayzata, MN

Month	Sum of Completed Calls	Sum of Busy Signal
April	3605	17
May	2487	5
June	4367	8
Grand Total	10459	30
Percentage of time customer received busy signal:		0.29%

Exhibit C

5.3(b)(i) Standard Installations

Q2 2017 Wayzata, MN

Number of Days from Order Date	Number of Installations Completed	Percentage of Total Completed Installations
0	1	4%
1	8	29%
2	2	7%
3	2	7%
4	3	11%
5	5	18%
6	4	14%
7	3	11%
Grand Total	28	100%

Exhibit D

5.3 (b)(ii) Service Interruptions

Q2 2017 Wayzata, MN

NONE

Exhibit E

5.3(b)(iii) Appointment Windows

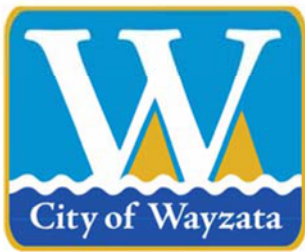
WZ/MA	QC/SC	Time Slot
76MOUND	21 - POSITIVE WORK	8:30-9:00
76MOUND	21 - POSITIVE WORK	8:00-12:00
76MOUND	21 - POSITIVE WORK	1:00-1:30
76MOUND	21 - POSITIVE WORK	1:00-5:00
76MOUND	21 - POSITIVE WORK	5:30-6:00
76MOUND	21 - POSITIVE WORK	5:00-7:00
76MOUND	23 - TROUBLE CALL	8:00-8:30
76MOUND	23 - TROUBLE CALL	8:00-12:00
76MOUND	23 - TROUBLE CALL	1:00-5:00
76MOUND	23 - TROUBLE CALL	6:00-6:30
76MOUND	23 - TROUBLE CALL	5:00-7:00

Exhibit F

5.3(d)(ii) Billing Dispute Complaints

Q2 2017 Wayzata, MN

NONE



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 7e
TITLE: Approve Professional Services Agreement with The 106 Group for Lake Effect EAW Archaeological Survey	
PROPOSED MOTION: Approve the Professional Services Agreement	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

City staff recommends the City Council approve the Professional Services Agreement for the Phase I Archaeological Survey.

FINANCIAL OR BUDGET CONSIDERATION:

The total cost of the archaeological survey is not to exceed \$26,510. The archaeological survey is divided into two stages. Stage 1 would cost \$6,510, and consists of background research and literature review of the Lake Effect project area. Stage 2 would consist of a field survey and site investigation. The estimated cost of Stage 2 is \$14,000 to \$20,000, which is dependent on the Stage 1 results. The total cost of the archaeological survey would be paid by the City's Lakefront Improvement Fund.

BACKGROUND:Lake Effect EAW

In August 2016, the City Council approved a contract to complete an Environmental Assessment Worksheet (EAW) for the Lake Effect project. The EAW is a review of potential environmental impacts of a construction project, and will assist the City in working with outside agencies through the permitting process of the Lake Effect construction plans. The technical committee for the Lake Effect schematic design had recommended that the EAW be completed prior to beginning the construction documents.

During the notification of the Lake Effect project to outside agencies, the Minnesota Historic Preservation Office (MNHPO) reviewed the project plans and submitted a letter to the City recommending that a Phase I archaeological survey be completed as part of the EAW. The MNHPO letter indicates that the project is located in an area of high archaeological potential and cultural sensitivity, and that a comprehensive survey would ensure avoidance or appropriate treatment of any archaeological sites for the Lake Effect project.

The draft EAW has been completed. The only outstanding item is completion of the Phase 1 archaeological survey in order to respond to MNHPO's comments. Once the archaeological survey is complete, the EAW can be released for public comment.

Archaeological Survey Proposal

The City has received a proposal from The 106 Group to complete the Phase 1 archaeological survey. The survey will consist of two stages. Stage 1 will provide information regarding the level of archaeological potential for specific portions of the project area. The results of Stage 1 will be used to more clearly define the scope and cost of the Stage 2. Stage 2 consists a field survey of the project area. The proposed agreement requires that The 106 Group submit a refined scope and cost estimate for Phase 2 prior to commencing the Phase 2 services. Provided the refined scope and cost estimate is consistent with the current proposal, the City Manager could authorize proceeding with Phase 2.

ATTACHMENTS:

1. Letter from Minnesota Historical Preservation Office
2. Draft Professional Services Agreement
3. Proposal from The 106 Group

MINNESOTA HISTORIC PRESERVATION OFFICE

April 7, 2017

Jeffrey Thomson
Director of Planning and Building
City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

RE: Wayzata Lake Effect Project
Improvements to Parkland along Lake Minnetonka
Wayzata, Hennepin County
MnHPO Number: 2017-0399

Dear Mr. Thomson:

Thank you for continuing consulting with our office during the preparation of an Environmental Assessment Worksheet for the above referenced project. It has been reviewed pursuant to the responsibilities given the Minnesota Historical Society by the Minnesota Historic Sites Act (M.S. 138.665-138.666) and the Minnesota Field Archaeology Act (M.S. 138.40).

We last wrote to you on 8 December 2016 in response to your request that we review and provide comments as it pertains to the City of Wayzata's environmental review for a proposed Wayzata Lake Effect park improvement project (Project). Due to the presence of recorded archaeological sites, including sites on land and several in Wayzata Bay including the Wayzata Bay Wreck (21HE401), a historic property which is listed in the National Register of Historic Places (NRHP), our December 8th letter recommended that the City contract for the completion of a Phase I archaeological survey for the Project. Alternatively, the City could present to our office more detailed Project information and information as it pertains to previously disturbed areas within the Project. Your letter dated 7 March 2017 provides more detailed Project information and a statement that the City believes the Project would be located within previously disturbed areas. We have completed our review of your recent letter and supporting Project documents. Our comments are provided below.

Archaeology

The Minnesota Historic Preservation Office's National Register Archaeologist David Mather has reviewed your recent letter and additional Project documentation. His comments and recommendations are summarized below:

- Because it is surrounded by recorded archaeological sites, this Project is located in an area of high archaeological potential and cultural sensitivity. Recorded sites on land include mounds or other burial sites and there are several recorded sites in the water, including one that is listed in the NRHP (as noted above). There is no indication, either in our records or made by the City, that an archaeological survey has ever been completed for the park.

The new information submitted is helpful, but does not change our earlier recommendation that an archaeological survey of the park will need to be conducted for the Project. The consulting archaeologist should review Project plans, and determine the Area of Potential Effect, including areas needed for construction staging. They should then survey those locations where archaeological survey is appropriate, based upon research and field review. Since this is a small park, it may be most effective to simply have an archaeological survey done for the entire park. A comprehensive survey would ensure avoidance or appropriate treatment of any archaeological sites for the currently proposed Project as well as documentation the City could utilize for planning any future park improvements as well.

You mention in your letter that the City is committed to stop work, consult with our office and others, to address and appropriately treat any unexpected archaeological discoveries during project construction. We agree that an unexpected discoveries plan is beneficial for a Project such as this, but we caution the City that a plan for addressing unexpected archaeological discoveries does not substitute for completion of an archaeological survey during project planning. It has been our experience that the survey would meet the regulatory requirements in that it would identify any archaeological sites so that provisions in the Project design could be made in order to avoid effects to any archaeological sites prior to construction.

If you have not done so already, we recommend that the City initiate consultation with the Office of the State Archeologist as it pertains to their review role under both M.S. 138.40 and, as it pertains to human burials, M.S. 307.08.

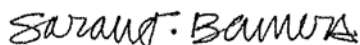
Historic Structures

As you are aware, the **Great Northern Railroad, Wayzata Section House**, referred to in your letter as the "Section Foreman House", was previously determined by our office to be eligible for listing in the National Register of Historic Places (NRHP). Your March 6th letter indicates that, although the proposed work to, and adjacent to, the historic property is still in planning stages, the City agrees with our previous recommendation that any work proposed on this historic property as part of the Project should be developed in conformance with the Standards. We look forward to additional consultation on this matter as Project plans are further developed.

Please note that this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36CFR800, procedures of the Advisory Council on Historic Preservation for the protection of historic properties. If this Project is considered for federal assistance, or requires a federal license or permit, including a U.S. Army Corps of Engineers permit for impacts to Waters of the U.S., it should be submitted to our office by the responsible federal agency. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

Please contact me at 651-259-3456 or sarah.beimers@mnhs.org if you have any questions regarding our comments on this project.

Sincerely,



Sarah J. Beimers, Manager
Government Programs and Compliance

PROFESSIONAL SERVICES AGREEMENT FOR PHASE 1 ARCHAEOLOGICAL SURVEY

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective August 2, 2017 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and The 106 Group Ltd. (“Contractor”) for the phase 1 archaeological survey professional services described herein, and contains the terms and conditions applicable to Contractor’s services and associated deliverables.

RECITALS

WHEREAS, the City desires to engage Contractor to perform a Phase I archaeological survey for the City in connection with the Lake Effect Environmental Assessment Worksheet; and

WHEREAS, Contractor desires to provide such Phase I archaeological survey for the City upon the terms and subject to the conditions set forth herein.

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:

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the tasks, services, and deliverables (collectively, the “Services”) that are described in the proposal attached hereto as **Attachment A** (the “Statement of Work”), according to the timeline and other terms therein, and in accordance with best practices and industry standards. Contractor will report to and generally work with the City’s Director of Planning and Building.

II. COMPENSATION, BILLING, AND AUTHORIZATION TO PROCEED

As consideration for the provision of the Services, the City agrees to pay the Contractor as follows:

A. Stage 1. The total cost to complete the Phase IA Archaeological Literature Review and Assessment as described in the Statement of Work (“Stage 1”) shall not exceed \$6,510. The Contract is authorized by the City to proceed with Stage 1 upon execution of this Agreement.

B. Stage 2. Upon completion of Stage 1, the Contractor shall submit to the City a refined scope and not to exceed cost estimate to complete the Stage 2 Phase I Archaeological Field Survey as described in the Statement of Work (“Stage 2”). The not to exceed cost estimate for Stage 2 shall be no more than \$20,000. The Contractor must receive written authorization from the City Manager prior to proceeding with Stage 2.

Contractor will invoice the City monthly for compensation 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. The total cost for the Services shall not exceed twenty six thousand,

five hundred and ten dollars (\$26,510). City shall pay Contractor for all undisputed invoices within thirty (30) days of receipt of such invoices.

III. 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.

IV. 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:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$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.

V. INDEPENDENT CONTRACTOR RELATIONSHIP

City and Contractor agree that Contractor is an “independent contractor” and not an employee of City. Contractor shall retain the sole and exclusive right to control the manner, time, place and means by which the Services are performed under this Agreement. 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.

VI. 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.

VII. 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. Indemnification. 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 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 Rice Street East
Wayzata, MN 55391
Attention: City Manager

To Contractor:
The 106 Group, Ltd.
1295 Bandana Blvd
Suite 335
St. Paul, MN 55108
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:

City of Wayzata, a Minnesota Municipal
corporation

By: _____
Kenneth Willcox, Mayor

By: _____
Jeffrey Dahl, City Manager

CONTRACTOR:

The 106 Group, Ltd.

By: _____, Its _____

**ATTACHMENT A
STATEMENT OF WORK**

“Phase 1 Archaeological Survey Proposal”

DRAFT


106GROUP
Main Office

1295 Bandana Blvd
Suite 335
St Paul MN 55108

Locations

Boston MA
Richmond VA
Washington DC

106group.com

July 6, 2017

Jeff Thomson
Director of Planning and Building
City of Wayzata
600 Rice Street E
Wayzata, MN 55391

Re: *Phase I Archaeological Survey Proposal*
Wayzata Lake Effect Project
Wayzata, Hennepin County, Minnesota

Dear Mr. Thomson,

The 106 Group is pleased to submit a proposal for the above-referenced project. The project is proposed by the City of Wayzata and, therefore, it will be required to comply with state mandates governing cultural resources including the Minnesota Field Archaeology Act, Minnesota Historic Sites Act, and Minnesota Private Cemeteries Act. Should the project involve any federal permitting or funding, it would also need to comply with Section 106 of the National Historic Preservation Act of 1966, as amended.

The Phase I archaeological survey will identify whether there are any archaeological sites within the project area that are potentially eligible for listing in the National Register of Historic Places. The results of the Phase I survey will aid in complying with applicable laws. An appropriate area of potential effect (APE) for archaeology will include all areas of proposed construction activities or other potential ground-disturbing activities associated with construction. According to information provided by you on June 22, 2017, the areas of proposed construction total approximately 17 acres.

A Phase I archaeological survey typically consists of two main components: a literature review and assessment, and an archaeological field survey. Based on the recommendations provided by the Minnesota Historic Preservation Office (MnHPO) in their April 7, 2017 letter, because the project is located in an area characterized by exceptionally high potential to contain archaeological resources (including known or reported burial sites/mounds), and because the scope of survey fieldwork (level of effort, amount of survey, methodology) is heavily dependent on the location of known archaeological sites and the extent of previously disturbance and/or previous surveys, the Phase I archaeological survey is proposed in two stages.:

- Stage 1 will consist of a **Phase IA Archaeological Literature Review and Assessment**;

- Stage 2 will consist of a **Phase IB Archaeological Field Survey**.

The results of Stage 1 will provide information regarding the level of archaeological potential for specific portions of the project area, areas of previous disturbance, known archaeological sites within the project area and within one mile of the project area, and archaeological surveys previously conducted within the project area. This information in turn will enable us to more accurately characterize the archaeological sensitivity of the project area, so that a well-informed survey strategy can be formulated, which will result in a more clearly defined and efficient scope and cost estimate for Stage 2.

The study will include the following tasks:

STAGE 1: Phase IA Archaeological Literature Review and Assessment

Determine APE

- Review of project construction plans in order to identify an appropriate archaeological APE (both vertical and horizontal extent).

Research/Assessment

- Background research at MnHPO to review information on all known precontact and post-contact archaeological sites that have been previously identified within a one-mile radius of the APE. Sites within one mile will provide context and comparative reference material for the assessment of archaeological potential within the project area. Reports of cultural resources surveys previously conducted within the APE will also be reviewed.
- Research at the Minnesota Office of the State Archaeologist (OSA) to gather information regarding reported and recorded human burial site/mound locations within the APE. Such records are considered highly sensitive and are not available at other repositories.
- Research conducted online to locate historical maps, aerial photographs, and data on soils in order to assess the portions of the APE that possess a higher potential for containing unidentified precontact or post-contact archaeological sites and to identify areas that may have previously been subjected to substantial ground disturbance.

On-Site Assessment

- A 106 Group archaeologist will visit the APE to identify whether areas assessed during the desktop assessment as possessing moderate to high potential show any indications of previous disturbance or other factors that might diminish or otherwise alter that assessment of potential.
- Results of the on-site visual assessment will be recorded in the field with submeter GPS observation points, digital photographs, digital annotated field

maps, and detailed field notes. The results of the on-site assessment will be compared with the results of the desktop assessment to inform a final recommendation and scope for Stage 2.

Summary Memo

- All data recovered during the desktop research and on-site assessment tasks will be compiled into a brief preliminary memo that will present the results of the literature review and assessment both as a bulleted list and a PDF map, as well as recommendations for the Stage 2 Phase IB Archaeological Field Survey.

OSA Coordination

- Given the very high potential for the area surrounding lake Minnetonka and its bays to contain significant archaeological sites and reported or recorded human burial sites/mounds, it is recommended that the OSA be consulted regarding the appropriate methodology for the Phase I archaeological survey. Following approval from the client regarding the summary memo, a 106 Group archaeologist will consult with OSA regarding the recommendations for Stage 2 (Phase IB Archaeological Field Survey).
- Based on several factors – most notably, the presence of, or proximity to, reported or recorded human burial sites/mounds – the OSA will likely determine that efforts must be made to consult the Minnesota Indian Affairs Council (MIAC) regarding the appropriate methodology to be employed during Stage 2 (Phase IB Archaeological Field Survey). Should 106 Group participation in OSA/MIAC consultation be requested, these additional tasks and budget can be negotiated.

The 106 Group can complete the Stage 1 tasks described above for an amount not to exceed **\$6,510¹**. The study can be completed within 4-6 weeks of receiving the executed service agreement.

We request that you provide the following:

- all necessary landowner permission to access private property, if necessary;
- an electronic map of the project location, preferably in GIS shapefile format;
- any other pertinent project data in electronic format; and
- copies of previous communication with MnHPO or other pertinent agencies.

¹ The price quoted in this proposal is guaranteed for six (6) months from the date of submission. If more than six months elapse between submission and acceptance of this proposal, 106 Group reserves the right to make appropriate adjustments to the price.

STAGE 2: Phase IB Archaeological Field Survey

The results of Stage 1 (Phase IA Archaeological Literature Review and Assessment) described above will greatly influence the level of effort appropriate for Stage 2. The appropriate level of effort for Stage 2 may range from Phase I shovel testing of only the areas in which the project proposes ground disturbance in previously undisturbed soil, to that effort along with additional confirmation of previous ground disturbance, additional intensive shovel testing in areas that have not been previously disturbed or are in the vicinity of known sites, geomorphological testing to investigate the possibility of deeply-buried resources, and continued consultation with OSA and MIAC. Should any aspect of the project's permitting or funding trigger federal involvement, then the level of required consultation, particularly with Native American tribes, could expand considerably.

Because of the great variability in the appropriate level of effort, the section below describes the tasks that could be reasonably considered a minimum level of effort for the Phase IB Archaeological Survey:

Survey

- The Phase IB archaeological survey will involve a pedestrian survey to identify any surface features that may not be depicted on maps or aerial photographs. Shovel testing will be employed in high potential areas where surface visibility is poor.
- Before beginning survey work, the 106 Group will arrange for utilities to be marked within the project area.

Reporting

- A report will be prepared describing the methods and results of both the Stage 1 Phase IA Archaeological Literature Review and Assessment and the Stage 2 Phase IB Archaeological Field Survey.
- One (1) copy of the survey report will be prepared for review in electronic format. Up to three (3) hard copies of the final report will be prepared for distribution by you.

Because the exact scope of work for Stage 2 Phase IB Archaeological Field Survey will depend on the results of Stage 1 and therefore is not known at this time, a ballpark estimate has been prepared based on several assumptions:

- Based on information you provided on June 22, 2017, the total project area totals approximately 17 acres. Of this, approximately 12 acres are located under water or are currently paved surfaces. Therefore, a maximum of 5 acres could be feasibly surveyed;

- For the purpose of this estimate, we arbitrarily assume that a total of 50% of this 5 acres would be assessed as having moderate to high archaeological potential and would be subject to shovel testing;
- Given the high archaeological potential in the area, a 10-m shovel testing interval will be required to meet state standards;
- No more than 90 shovel tests will be excavated;
- Landowner access will be arranged in advance and will not introduce any project delays;
- No additional permits beyond the OSA-issued Phase I Archaeological License will be required;
- No more than one new archaeological site will be identified during the course of the survey;
- No more than 15 artifacts will be collected;
- The boundaries of no previously identified archaeological sites, including shipwrecks, overlap with the project area, and none would be directly or indirectly affected by the project;
- No recorded or reported human burial sites will be identified within the project area or affected by the project, and no human remains will be encountered during the course of the survey;
- No more than one consolidated round of review of the survey report will be necessary;
- The project requires only state-level compliance.

The scope of work below does not include several tasks that may become necessary following the completion of Stage 1 including:

- Geomorphological survey or testing for deeply buried deposits;
- Monitoring of ground disturbing activities associated with construction, if needed;
- Architecture/history inventory or evaluation;
- Additional consultation with any state or federal agencies, MIAC, or tribes.

The Stage 2 Phase I Archaeological Field Survey effort described above would likely cost between \$14,000 and \$20,000. The completion of the tasks associated with Stage 1 (Phase IA Literature Review and Assessment) will identify and more clearly define the appropriate level of effort for Stage 2, and a refined scope and cost estimate for Stage 2 can be provided at that time.

Possible Additional Services

Although not currently included in this scope of work, 106 Group has extensive experience in the following services, and would be happy to provide a scope and cost for them should the project require compliance with Section 106 or if otherwise requested.

Architecture/History

A Phase I Architectural History Survey would include survey and photo-documentation with a digital camera and completion of a Minnesota Architecture-History Inventory Form for each property that is over 45 years in age and located within the architectural history APE, once it is determined. We can work with you to establish a tentative APE and begin survey work prior to agency consultation, or, once an APE has been determined in consultation with the appropriate agencies, we will be happy to provide costs for this work as needed.

Native American Engagement Support

The 106 Group facilitates tribal engagement across a wide spectrum of industries. We work with developers, tribes, and government agencies to create a strategic approach for collaboration. Our process seeks to maximize the potential for meaningful collaboration between tribes and the project developer, in collaboration with the lead federal agency, while minimizing risk to the proposed project. As this project progresses, whether it is federalized or not, you may choose to initiate a conversation with potentially interested Native American tribes.

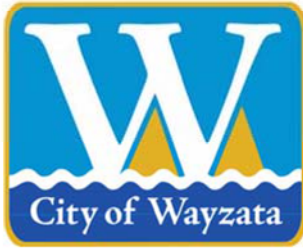
We appreciate this opportunity to work with you on this project. If you have any questions or require further information, please do not hesitate to contact me at AdamKaeding@106Group.com or 651-403-8716.

Sincerely,

THE 106 GROUP LTD.



Adam Kaeding, RPA
Senior Archaeologist



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 7g
TITLE: Approval to Purchase Kiosk for Mill Street Parking Ramp	
PROPOSED MOTION: To Approve the Request for \$13,972 to Build and Install a Public Kiosk for the Mill Street Parking Ramp by Nordquist Signs	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends approval of the bid from Nordquist Sign to build and install a public kiosk, Option 2, with a Static Directory Cabinet, at the Mill Street Parking Ramp for \$13,972.

FINANCIAL OR BUDGET CONSIDERATION:

As of mid-July, the Mill Street Parking project has approximately \$267,000 left in its contingency fund. This purchase request is for \$13,972 and would be funded out of contingency. The kiosk should be the last remaining significant request out of contingency.

BACKGROUND:

A public kiosk or directory was identified as a “want” as a part of the Mill Street Parking Ramp Project and therefore was left off project plans, however, the ramp was designed with electrical conduit for kiosks at each of the main stairways. Because there is still a substantial amount of contingency remaining, staff has been working with a sign consultant, Visual Communications, in order to provide the City options for a public kiosk. The purpose of a public kiosk would be to help inform and direct the public who are using the Mill Street Parking Ramp to key points in downtown Wayzata. It could also potentially highlight businesses and events in the immediate area.

The attached package involves two directory styles, each with the option of having an electronic message center (TV monitor) or a static message board. While each of the design styles are similar in price, approximately between \$8,000 and \$13,000, the main cost difference is whether the kiosks have an electronic message center or a static message center. The cost of two electronic message boards (front and back) would be \$40,000 whereas static message boards will cost from \$3,500 to \$7,950.

Based on the cost of the electronic message center, lack of comparable examples, and unknowns about content management, staff recommends moving forward with the static message board. Electronic message boards could be added in the future if needed.

In terms of design, staff received feedback from staff and its consultants working on the Mill Street Parking Ramp Project. The consensus was that Option 2, which is the more modern style consistent

with the design of the parking ramp, was preferred. The more classic style, Option 3, could be utilized in other parts of downtown if additional directories are needed.

So, based on those preferences, the low bidder on the attached spread sheet for the kiosk with a static message board would be Nordquist Sign.

Staff is still determining the best location for the kiosk, either at the middle stairway or on the west end near Broadway.

ATTACHMENTS:

1. Public Kiosk Options and Specs, dated July 5, 2017
2. Bid Sheet, undated
3. Samples of Directories, undated



**MILL STREET
PARKING RAMP**

725 MILL STREET,
WAYZATA, MN 55391

Exterior Electronic
Message Center
Signage Design



**VISUAL
Communications**
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**MILL STREET
PARKING RAMP**

Exterior Electronic Message Center
Signage Design



**MILL STREET
PARKING RAMP**
725 MILL STREET,
WAYZATA, MN 55391

Exterior Electronic
Message Center
Signage Design

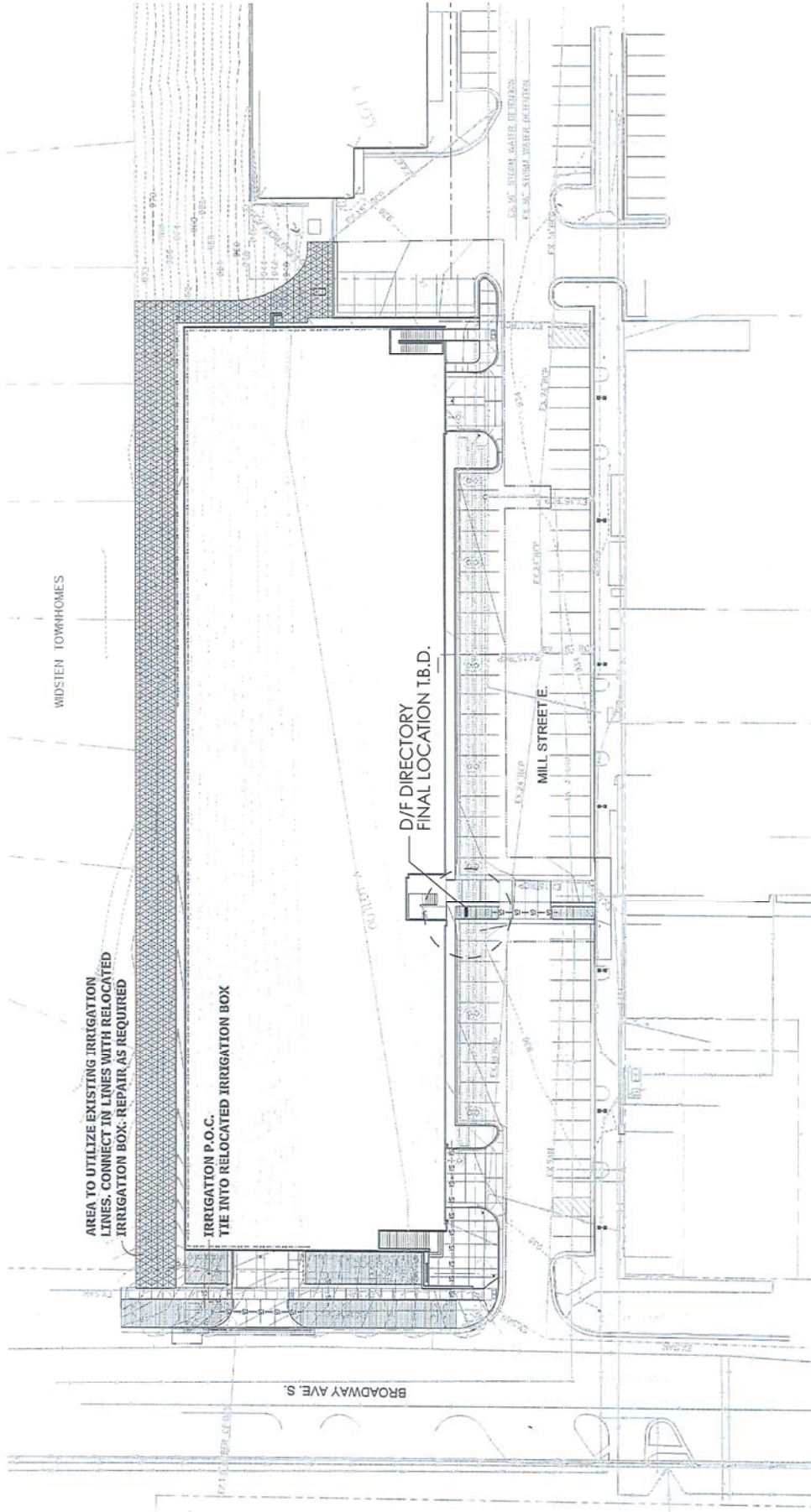


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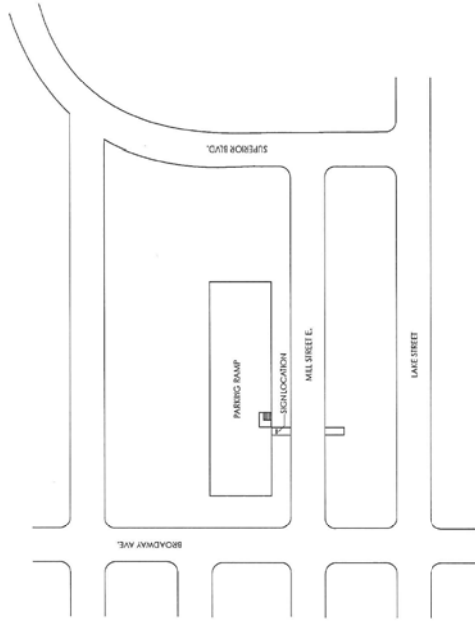
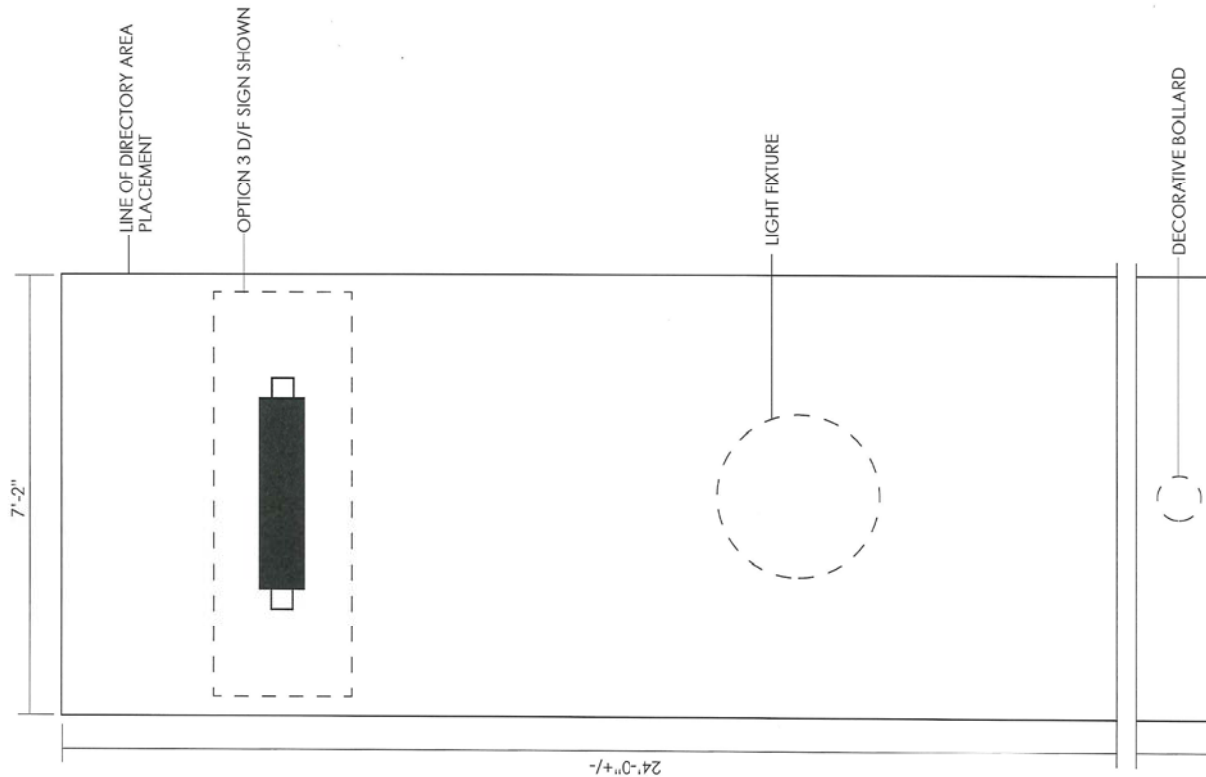
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Page: **LOC. 1**



LOCATION PLAN
Exterior Parking Ramp Sign Design - Scale: N.T.S.



**MILL STREET
PARKING RAMP**
725 MILL STREET,
WAYZATA, MI 55391

Exterior Electronic
Message Center
Signage Design



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A ALL ALUMINUM CONSTRUCTED SIGN CABINET, 2" x 2" ALUMINUM ANGLE FRAME AS REQUIRED W/ .125 ALUMINUM SKIN (SEAMLESS CONSTRUCTION, AS REQUIRED TO AVOID OIL CANNING EFFECT), EXTERIOR PAINTED FINISH MATHEWS ACRYLIC POLYURETHANE SATIN 'LEAD PIPE' GRAY #MP10206, INTERIOR OF CABINET FINISH WHITE, INTERNALLY ILLUMINATED BY WHITE LED'S QUANTITY AS REQUIRED, FLUSH MOUNT TURN OFF SWITCH, 'WEEP HOLES' W/ INTERIOR LIGHT SHIELDS, AND APPROPRIATE WEATHER PROOF ACCESS PANELS FOR FUTURE SERVICING AS REQUIRED, HOUSES THE EMC AND CHANGEABLE DIRECTORY PANEL W/ LOGO

ALTERNATE: OPTION 2.1
EXTERIOR PAINTED FINISH MATHEWS ACRYLIC POLYURETHANE SATIN WHITE #MP10206

B ALL ALUMINUM CONSTRUCTED SIGN ROOF, 2" x 2" ALUMINUM ANGLE FRAME AS REQUIRED W/ .125 ALUMINUM SKIN (SEAMLESS CONSTRUCTION, AS REQUIRED TO AVOID OIL CANNING EFFECT), EXTERIOR VENEER WOOD APPLIED ALL SIDES (TO BE DETERMINED) WEEP HOLES

C ROUTED ILLUMINATED WHITE ACRYLIC LETTERS

ALTERNATE: OPTION 2.1
ROUTED ILLUMINATED WHITE ACRYLIC LETTERS W/ MATTE BLACK PERFORATED 3M VINYL APPLIED TO FIRST SURFACE

D 47" TIERNEY ELECTRONIC MESSAGE CENTER OR EQUAL DOUBLE FACED DIRECTORY, REFER TO PAGE 4 FOR SPECIFICATIONS, FOR ALTERNATE DIRECTORY TYPES REFER TO PAGES 3, 4 & 5

CELLULAR CONNECTION OR WIFI CONNECTION T.B.D.

E DIGITAL 'WAYZATA' LOGO APPLIED TO FACE/NON-ILLUMINATED

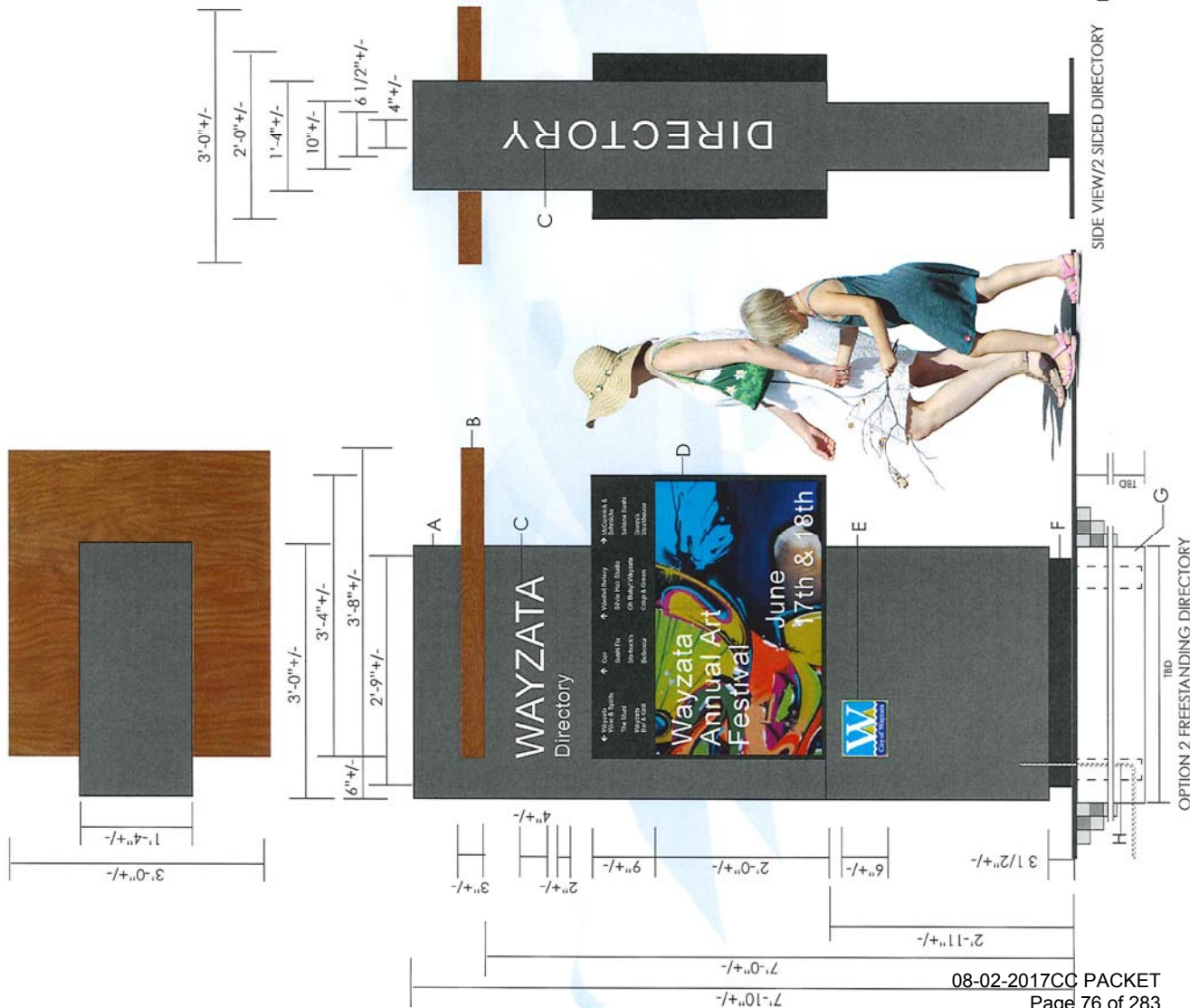
F 2" x 2" ALUMINUM RICK PLATE, PAINTED FINISH MATHEWS ACRYLIC POLYURETHANE SATIN BLACK

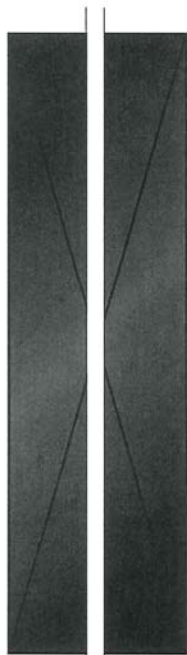
G CONCRETE BASE ADEQUATE TO WITHSTAND 30 LB. WIND LOAD. ALL FOOTINGS & POLE DIMENSIONS ARE SUBJECT TO FIELD SURVEY & SOIL CONTENT. RESULTS TO BE PROVIDED BY THE INSTALLING SIGN COMPANY. ALL FINAL POLE & FOOTING SPECIFICATIONS ARE THE RESPONSIBILITY OF THE INSTALLING SIGN COMPANY

H ELECTRICAL AND 18" DEPT 1" ELECTRICAL CONDUIT SWEEP TO BE PROVIDED TO SITE BY OWNER 120 VOLT OR 277 VOLT TO BE DETERMINED PRIOR TO FABRICATION. SIGN FABRICATOR/INSTALLER TO SUPPLY CONDUIT SLEEVE TO ACCEPT POWER WITHIN POLE

NOTE:
SIGN COMPANY TO PROVIDE ALL MASONRY MOUNTINGS PATTERNS AS APPROPRIATE.
NO VISIBLE SCREWS, WELDS, OR ATTACHMENT METHODS, REFER TO GENERAL SPECIFICATIONS AND NOTES.
GRADE ELEVATION, LOCATION, AND PLACEMENT OF THIS SIGN TO BE DETERMINED AFTER COMPLETED SITE LOCATION EVALUATION BY CONTRACTED SIGN FABRICATOR.

47" EMC OPTIONS 2 & 2.1
Exterior Parking Ramp Sign Design - Scale: 3/4" = 1'-0"





NOTE:
SIGN COMPANY TO PROVIDE ALL MASONRY MOUNTINGS
PATTERNS AS APPROPRIATE.
NO VISIBLE SCREWS, WELDS, OR ATTACHMENT METHODS.
REFER TO GENERAL SPECIFICATIONS AND NOTES.
GRADE ELEVATION, LOCATION, AND PLACEMENT OF THIS
SIGN TO BE DETERMINED AFTER COMPLETED SITE LOCATION
EVALUATION BY CONTRACTED SIGN FABRICATOR.

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47" EMC OPTION 3

Exterior Parking Ramp Sign Design - Scale: 3/4"=1'-0"

3'-4" +/-

CHANGEABLE
INTERNALLY
ILLUMINATED
PANEL
NON-ELECTRONIC



9" +/-

2'-0" +/-

1 ELECTRONIC MESSAGE CENTER DIRECTORY-ILLUMINATED -
CAN INCLUDE CITY PHOTOS ABOVE



2'-9" +/-

2 STATIC DIRECTORY CABINET, ILLUMINATED

9" +/-

KEY LOCK HINGED
CABINET W/
CHANGEABLE
INSERTS
ILLUMINATED

2'-0" +/-



KEY LOCK HINGED
CABINET W/
CHANGEABLE INSERTS
NON-ILLUMINATED

3 STATIC DISPLAY CASE FOR ADVERTISEMENTS W/ KEY, NON-ILLUMINATED

OPTIONS 2 & 2.1 HORIZONTAL LAYOUTS

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



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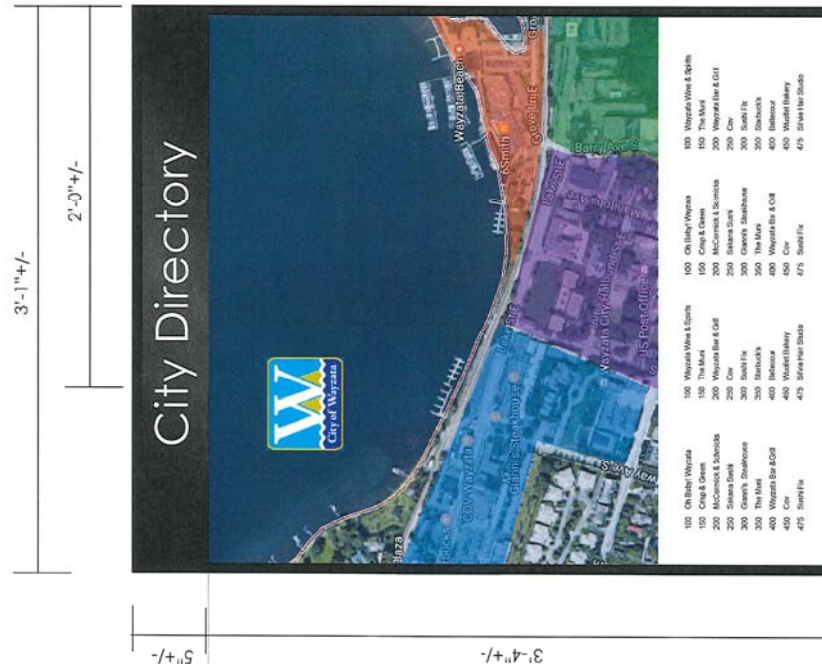
OPTION 3 VERTICAL LAYOUTS

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



KEY LOCK HINGED
CABINET W/
CHANGEABLE
INSERTS
NON-ILLUMINATED

3 STATIC DISPLAY CASE FOR ADVERTISEMENTS W/ KEY, NON-ILLUMINATED



KEY LOCK HINGED
CABINET W/
CHANGEABLE
INSERTS
NON-ILLUMINATED

2 STATIC DIRECTORY CABINET, ILLUMINATED OR NON-ILLUMINATED

Specifications continued

Portrait Dimensions DS-4217P & DS-4217TSP

[illegible]

Speaker bar shown in bottom mount configuration can also be top mounted.

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47" TIERNEY MARQUEE SERIES SPECIFICATIONS OR EQUAL
Exterior Parking Ramp Sign Design - Scale: N.T.S.

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	Archetype Signmakers Bloomington, MN	SignArt Mendota Heights, MN	Sign Source Eden Prairie, MN	Walker Sign Holdings dba Nordquist Sign St. Paul, MN	Alive Promo Plymouth, MN	Lane Design Arden Hills, MN	Lawrence Sign dba Walker Holdings St. Paul, MN	Tierney Bros. St. Paul, MN
Option 2 & 2.1 Page 1 D/F Kiosk base, installation, and footings (A, B, C, E, F, G, H)	13,480.00	12,940.00	10,950.00	7,892.00	No Bid	No Bid	No Bid	No Bid
Option 3 Page 2 D/F Kiosk base, installation, and footings (A, B, C, E, F, G, H, J, K)	20,660	10,860.00	9,950	8,223.00				
Item F, Item 1, Page 3, 4, & 5 47" Electronic Message Center Illuminated, Tierney or Equal	Quantity 1 20,668.00 Quantity 2 40,836.00	Quantity 1 20,000.00 Quantity 2 40,000.00	Quantity 1 20,750.00 Quantity 2 40,000.00	Quantity 1 20,012.00 Quantity 2 40,024.00				
Item F - Continued provide estimated costs for A, Wifi, B, Cellular Connection	No Response	Email in to Kevin To be provided. No final estimate from MFR.	Must provide proposal based on hard wire connection. Need to review site.	Plus \$ 388.00 increase for Option 3, page 2 per side.				
Item F, Item 2, Page 3 & 4 Static Directory Cabinet, Illuminated (Not electronic)	Quantity 1 5,310.00 Quantity 2 10,020.00	Quantity 1 2,700.00 Quantity 2 3,500.00	Quantity 1 4,450.00 Quantity 2 7,950.00	Quantity 1 3,040.00 Quantity 2 6,080.00				
Item F Item 3 Page 3 & 4 Static Display Case for Advertisements W/Key, Non Illuminated	Quantity 1 4,750.00 Quantity 2 9,000.00	Quantity 1 2,700.00 Quantity 2 3,500.00	Quantity 1 3,650.00 Quantity 2 6,450.00	Quantity 1 2,227.00 Quantity 2 4,454.00				
Permits Fees								
Budget/Allowance (if applicable)	2,500.00	1,000.00	300.00	200.00				
Tax (If Applicable)	0	530.00	N/A	Tax Exempt, please provide tax number				
Notes				Includes 5 Year "Labor and Materials" Warrantee on LED Lighting and LED Power Supplies				



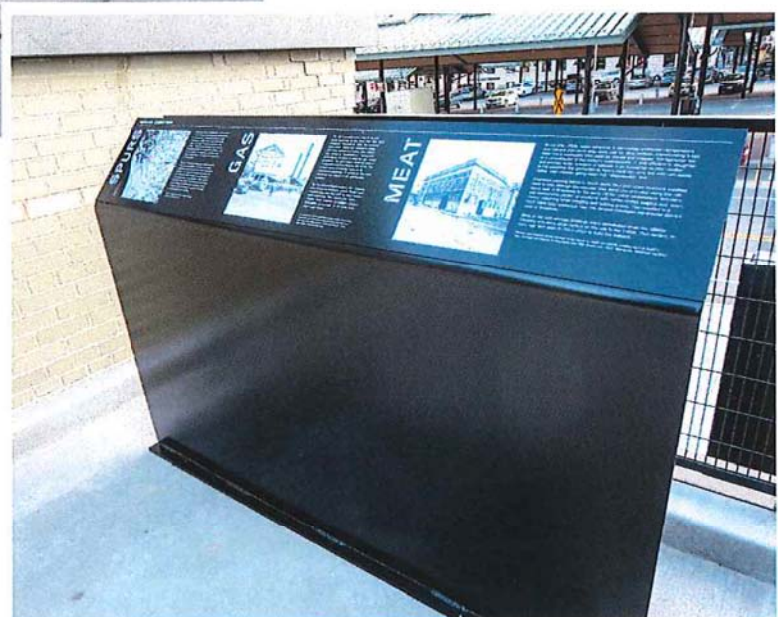
CHS Field

Home of the St. Paul Saints

Visual Communications consulted on a touchscreen kiosk that guided visitors through a multiscreen educational show on the sustainability elements of the ballpark. Creative graphics told the story.

Also static graphics depicting the eco-friendly elements of the park are near each sustainability feature and a special graphic depicted the history of the site and its relationship to the city of St. Paul.

The first game was played in May of 2016.



Northwest Family Service Center

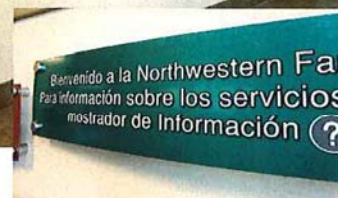
Interior Electronic Message Center
Brooklyn Center, Minnesota

Visual Communications designed the digital interior Electronic Message Display for Northwest Family Service Center, and the wall display also provides a visual identity of the key tenants.

This large wall unit provides key information to a diverse multilingual client base. When the information desk is unmanned, the message center provides information including: Time, temp, weather forecast, daily schedules, volunteer opportunities and upcoming events.

A custom, enclosed bracketing system was designed for this curved wall, providing a contemporary look and feel.

To further service the multilingual population at this location a 'Welcome & Information' entry wall was designed to engage and inform new visitors. Twelve languages are provided which direct to the information desk to help them find their desired services.

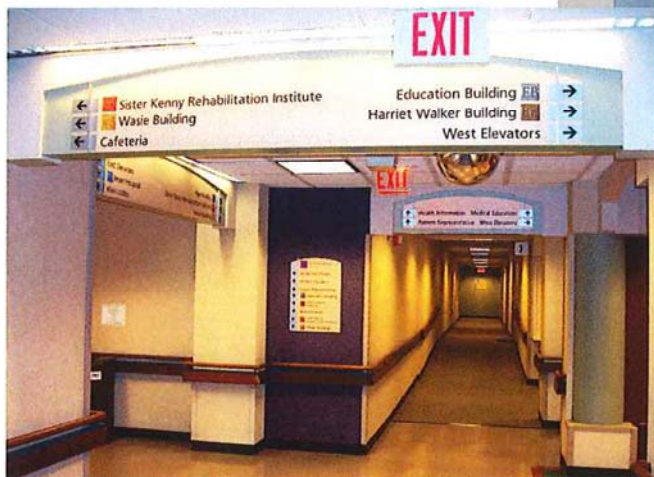


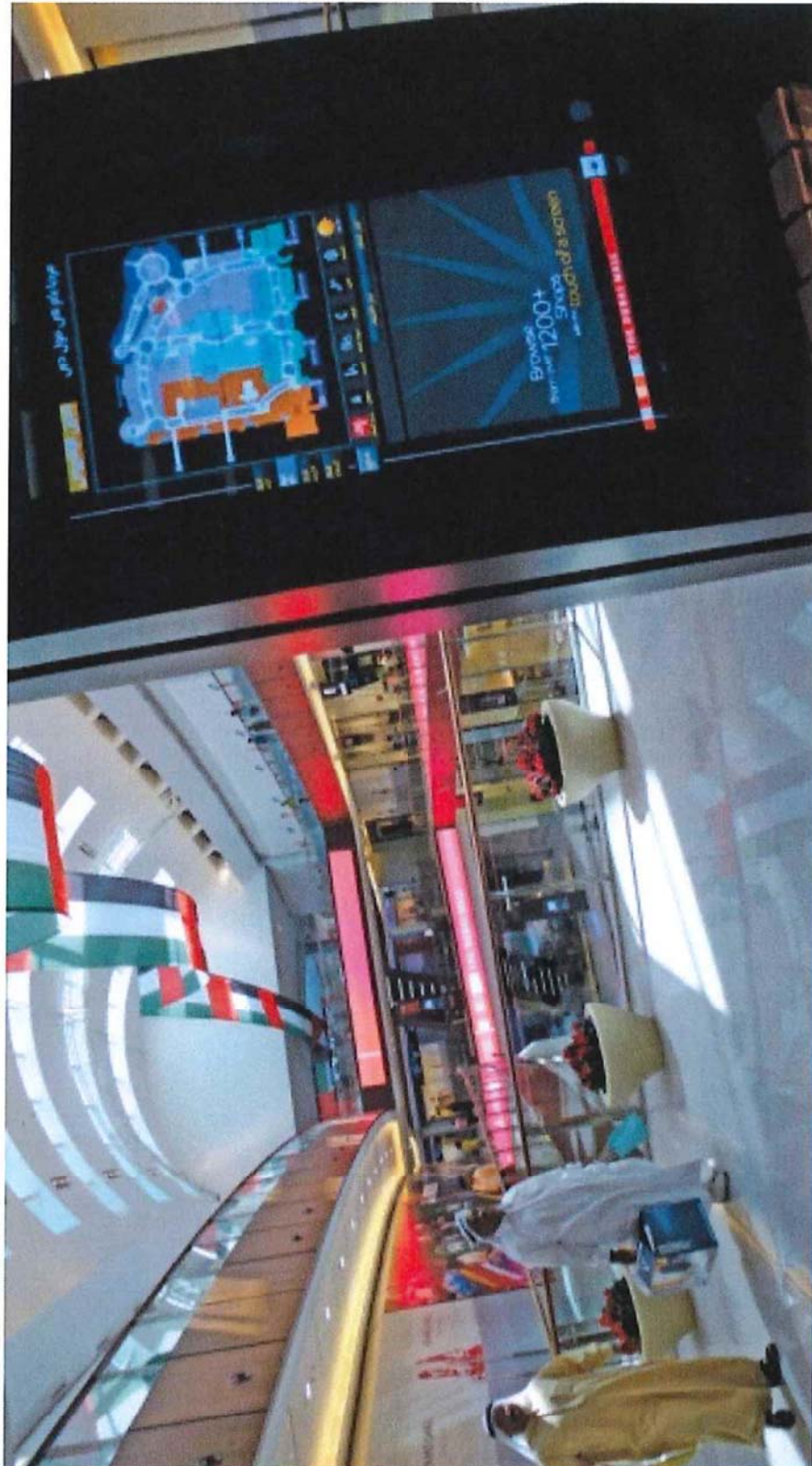
Allina Abbott Northwestern Hospital Minneapolis, MN

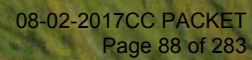
Abbott Northwestern Hospital is a part of the Allina Hospitals, Clinics and Care Services and is located in Minneapolis, MN. The ANH campus features a new eight-story Heart Hospital positioned among six adjacent and connecting buildings.

A comprehensive signage system was created by Visual Communications for a united wayfinding and identity system. This included design and specifications for exterior and interior signage as well as programming for the new Heart Hospital and connections to the existing facility.

Visual Communications is currently providing ongoing services to complete the signage restoration within the main hospital buildings.







University of Minnesota Minneapolis, Minnesota

Campus Pedestrian Wayfinding Masterplan:

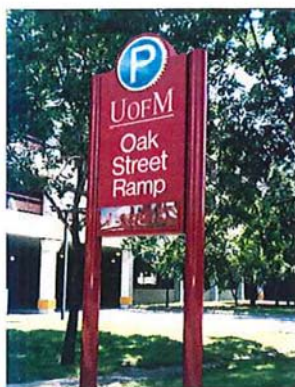
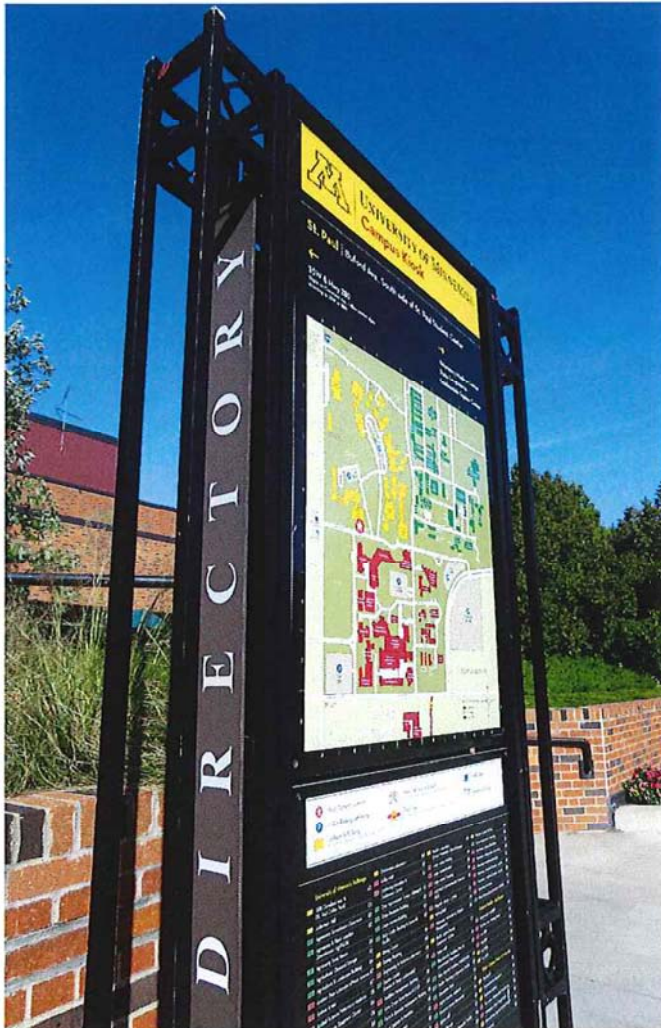
A complete Exterior Signage and Wayfinding Masterplan was created to sign the Minneapolis and St. Paul campuses and surrounding entry points. The design included wayfinding directories that included a color code system for the University based on geographical and historical landmarks.

Campus Vehicular Wayfinding Masterplan:

A complete Exterior Signage and Wayfinding Masterplan was created to sign the Minneapolis and St. Paul campuses and surrounding entry points. Visual Communications provided Project Management for the Fabrication and Installation, which was completed by The U of M Sign Shop.

Parking Facilities Signage Masterplan:

A complete Interior and Exterior Signage and Wayfinding Masterplan was created to sign the eight plus existing and new Parking Facilities. The Masterplan Hierarchy included all Exterior Identification and Interior Wayfinding. All graphics were Designed, Documented, Bid, and Sign Fabrication and Installation was Project Managed by Visual Communications.



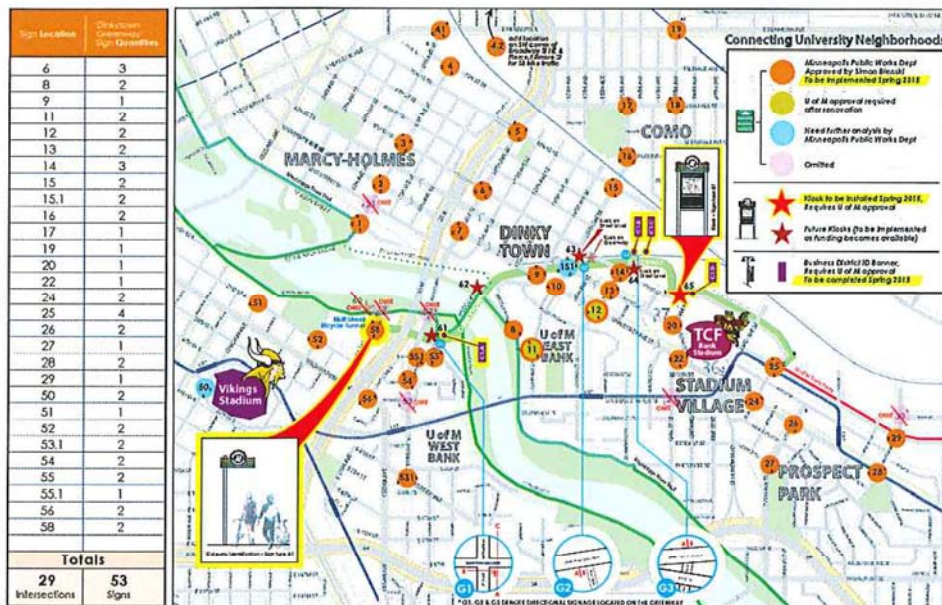
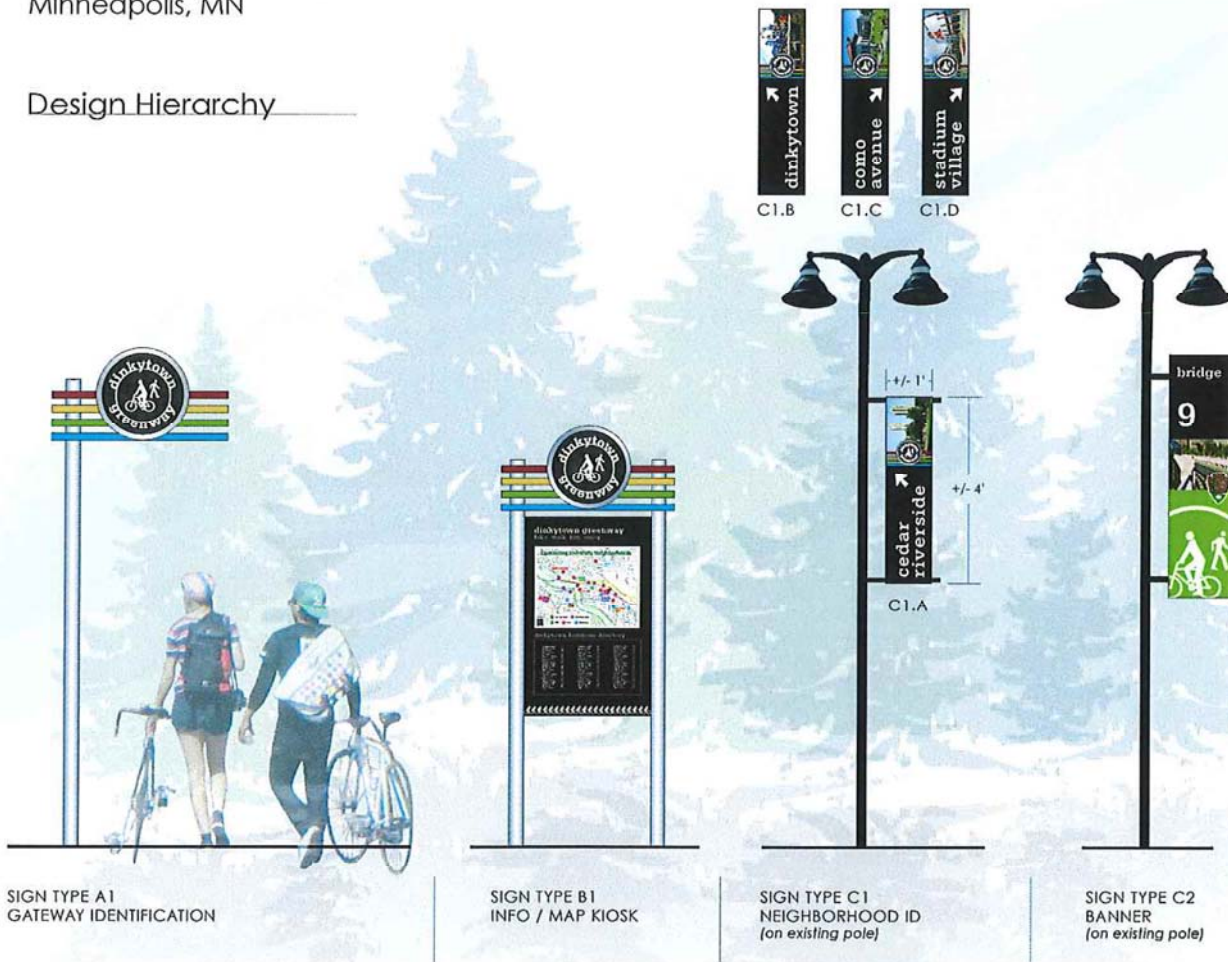
Visual Communications
475 Cleveland Avenue North Suite 223 Ivy League Place Saint Paul, MN 55104

Dinkytown Greenway

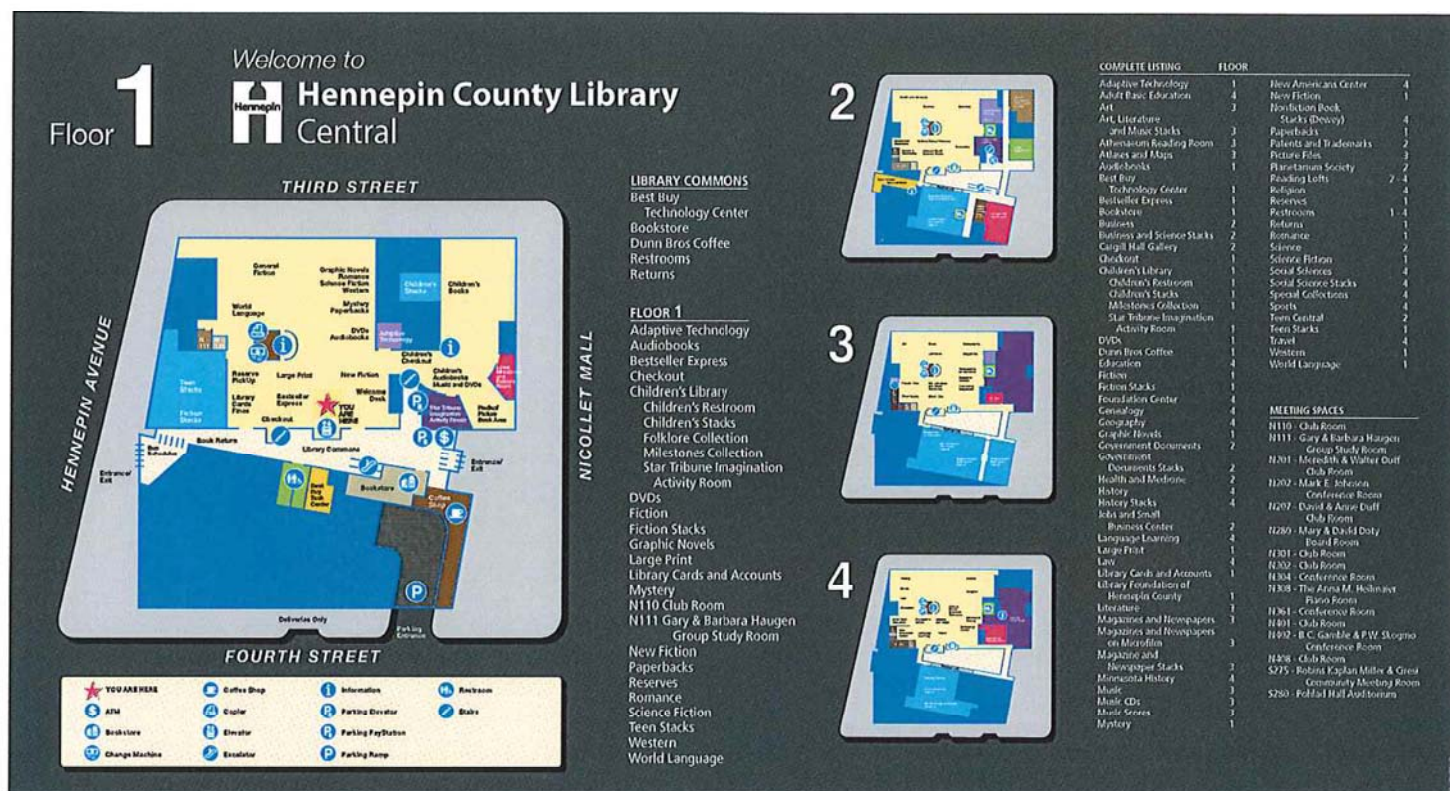
Exterior Signage & Wayfinding

Minneapolis, MN

Design Hierarchy



In 2000 a new library, designed by Cesar Pelli, replaced the 1885 free public library founded by T.B. Walker. In 2008 this library became a part of the Hennepin County Library System. Interior signage was designed to reflect the new name and address additional needs of the facility. Primary to this change were new, freestanding digital print directories that were unique to each level offering the choices on that level. Additional wayfinding signage was integral to the redesign as well.



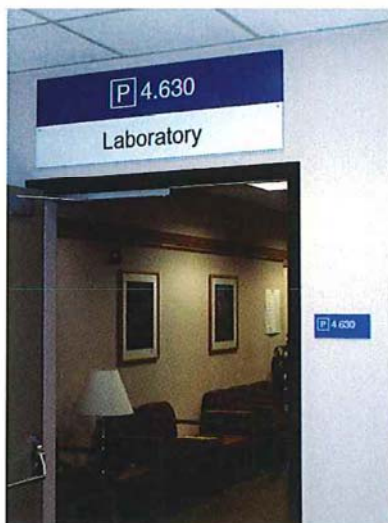
Hennepin County Medical Center

Interior Wayfinding
Minneapolis, MN

Hennepin County Medical Center is Minnesota's largest public owned health facility. It's urban setting & multi-cultural clientele sets unique challenges not common to most projects.

This new and contemporary sign and wayfinding system brings a reorganized and revitalized image to the five buildings that comprise "HCMC". Visual Communications created directory maps, room signs, and wayfinding signs that are color coded and combine international symbols that communicate to a diverse cultural clientele.

Most recently, HCMC implemented the Hablamos Juntos pictogram system on maps and overhead signage.



St. Cloud Hospital CentraCare Health Systems

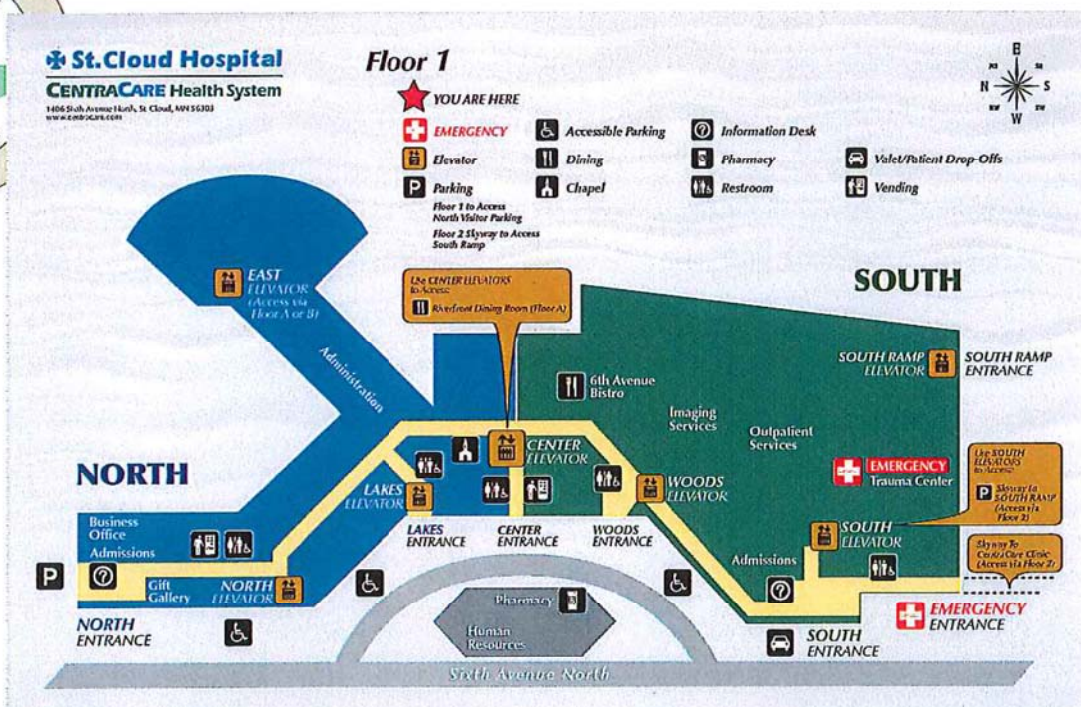
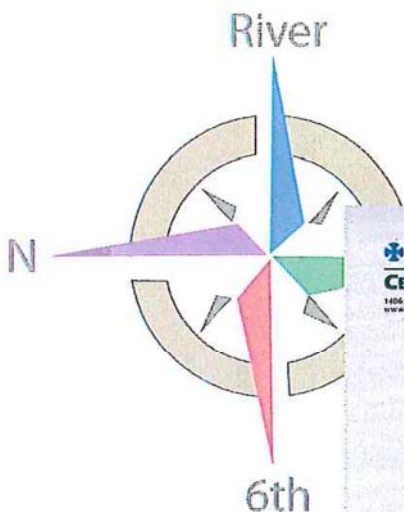
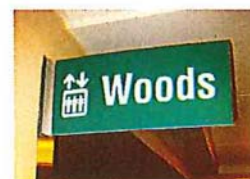
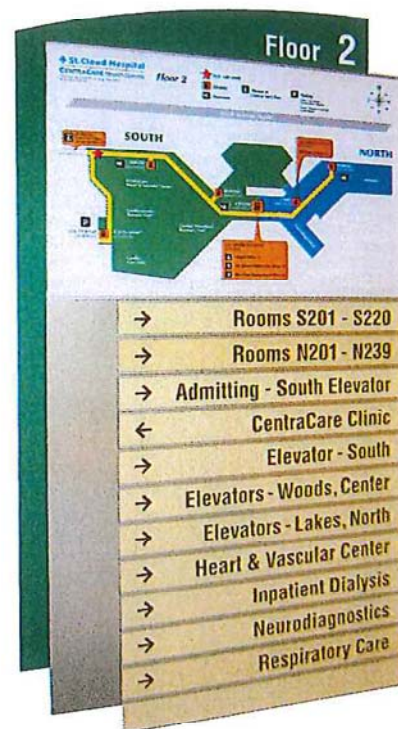
St. Cloud, MN

St. Cloud Hospital's 360,000 square-foot nine level addition featuring technologically advanced operating rooms, surgical care area, Family Birthing Center and Intensive Care Unit required a modern, user friendly, wayfinding plan and wayfinding theory to navigate the hospital. Visual Communications provided the solution for the new wing while solving the long standing problems in the existing facility.

Patient Care was the primary concern. Starting with its Clinics and Hospital Website, new campus and hospital maps were designed and implemented with simple directions and destinations. Complete standardized pre-visit flyers and mailers were designed for the patient at clinic and at hospital reception areas. A simple two color code system was developed to link the new names created to identify the North and South parts buildings – Elevators were newly named North, Lakes, Center, Woods, and South eliminating the duplication of alpha numeric floor names.

Parking facilities which formally were confusing for patients are assigned with NORTH - Visitors and General Parking and SOUTH - Surgical and Birthing Centers by appointment. Exterior Entrances were renamed based on adjacent elevator names. New exterior signage with simplified messages with implemented.

New maps were retrofitted and utilized existing directional signage throughout the hospital consistent with pre-visit and web maps.



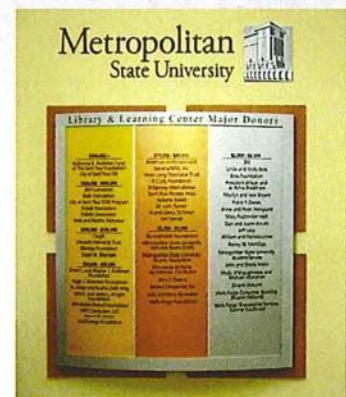


Metropolitan State University Main Campus Saint Paul, Minnesota

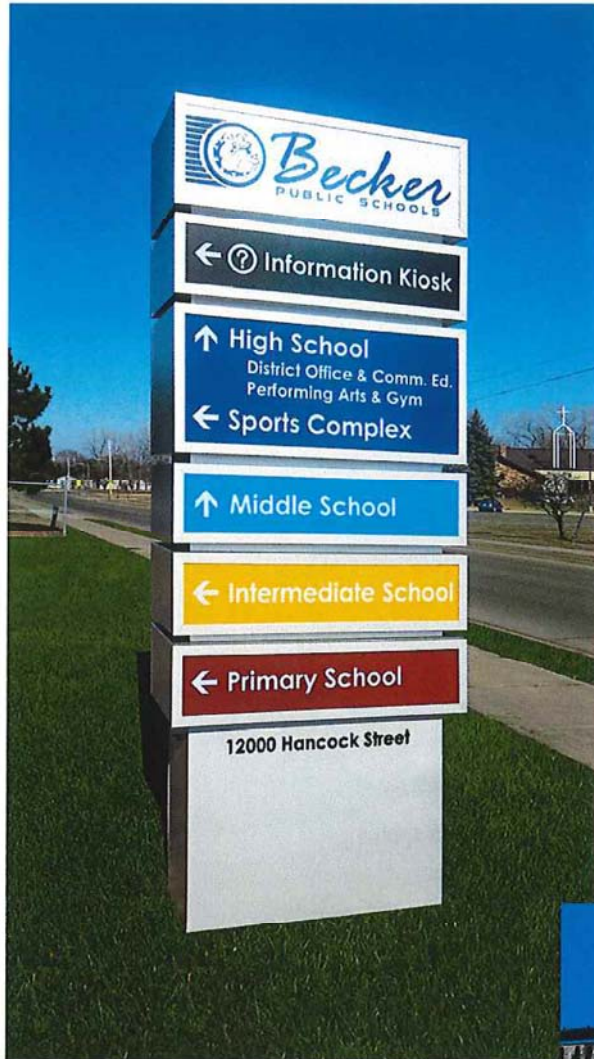
When the new Library and Learning Center was built, Visual Communications provided the interior sign design, directory and donor wall. The immediate acceptance of the libraries sign design led to a university wide wayfinding and branding system. Visual Communications created the Campus Signage Master Plan to be utilized in future renovations and additions.

The sign system has been implemented throughout the campus. The system includes directories, overhead and wall directional signage, room identification, and all American with Disabilities (ADA) compliant regulatory signage.

A building color code system is utilized as a wayfinding tool throughout the campus.



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Becker Public Schools

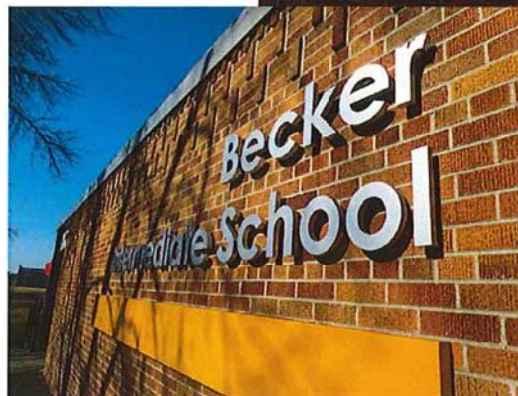
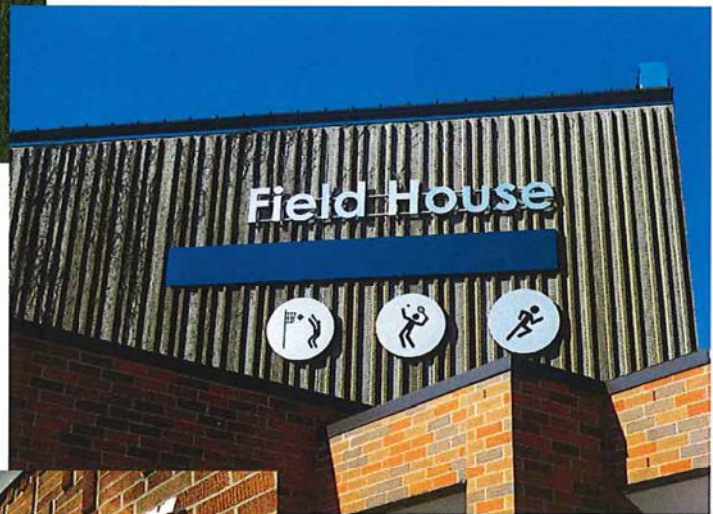
Campus Identification & Wayfinding Becker, Minnesota

A new building identification and wayfinding sign system was designed for Becker Public Schools to help distinguish multiple buildings and direct heavy vehicular traffic on campus.

The large 109 acre campus is home to the high school, middle, intermediate and primary schools, making traffic congestion a primary concern. Visual Communications created a color code system inline with Becker's school colors, to help parents and new students navigate this complex campus.

The main identification directory monument sign is internally illuminated with high-efficiency low-voltage LEDs, to provide a clean, bright look for several years. Secondary directional signs and friendly kiosk map directories were also implemented to help direct and inform.

At the Aquatic Center & Field House, international pictogram symbols were used to identify activities inside the building, as well as add some visual excitement.



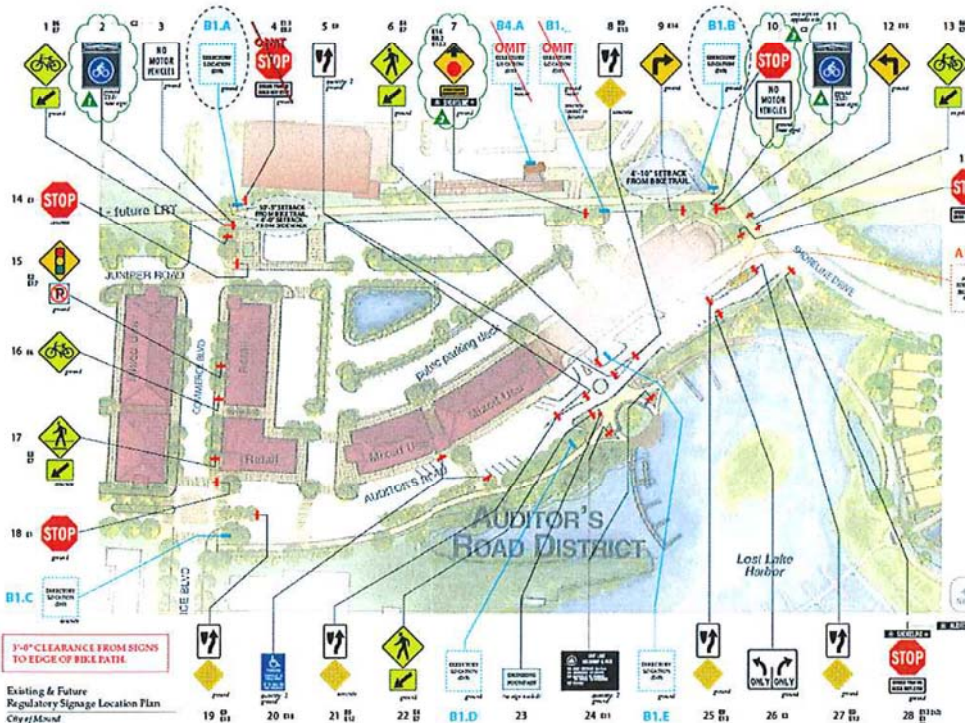
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Location Plans & Map Design

Mound, Minnesota

The directory map (top right) depicts land, waterways, and key destination points. Streetscape details have been simplified to emphasize key locations which are shown with the use of international pictograms. A guide highlights "Points of Interest" and provides pictogram information alphabetically for quick reference.

The sign and wayfinding system consists of over 32 unique sign types from area identification to directional maps, and finally, standard regulatory signage. The sign design compliments the area history as reflected in surrounding bridge design and the street landscape.





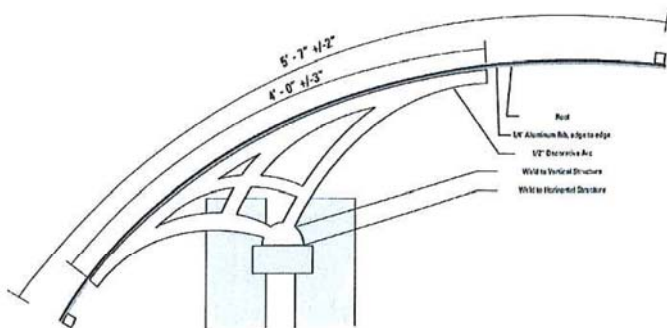
Three Rivers Park District

Construction Specifications,
Project Management/Bid procurement
Plymouth, MN

SRF Consulting Group teamed with Visual Communications for Project Management, Construction Specifications, and Bid Procurement Services for the parks' Wayfinding Signage Master Plan Implementation.

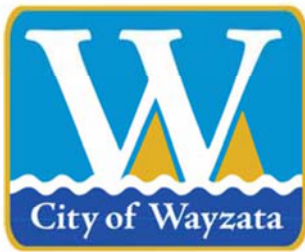
Visual Communications provided Construction Consultation and final Construction Specification documents and Bid Procurement for 30 Major Orientation Kiosks, 40 Secondary Orientation Kiosks, and 60 Directional Signs.

Three Rivers Park District is a "special park district" serving the suburban areas of the Twin Cities metro including suburban Hennepin, Carver, Dakota, Scott and Ramsey counties. A least 80% of the land in a park reserve must be maintained or restored to its natural state, and only 20% of the land will be developed for active recreation.



2
07 KIOSK ROOF ATTACHMENT DETAIL - Side View
Scale: 1/2" = 1'-0"





City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 7g
TITLE: Approval of 2017/2018 Community Room & Cable Studio License Agreements with ISD#284	
PROPOSED MOTION: To Approve the Agreements	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the attached Agreements

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

Each year the License Agreements for the Community Room and the Cable Studio with Independent School District #284 is renewed. The agreement adjustment is based on CPI. For this contract period, a 2.2% increase was calculated, which equates to a \$63 increase. Total amount of the annual use agreements is \$2,914.

ATTACHMENTS:

1. Community Room License Agreement
2. Studio License Agreement

COMMUNITY ROOM LICENSE AGREEMENT

(Wayzata City Hall Community Room)

This Community Room License Agreement (the "Agreement") is made, entered into and effective as of the 1st day of July, 2017, by and between the City of Wayzata, a Minnesota municipal corporation (the "City"), and Independent School District 284 ("ISD# 284").

WITNESSETH:

WHEREAS, ISD #284 desires to license community room space from the City and the City desires to license its community room to ISD #284 for the purpose of holding meetings; and

WHEREAS, the City and ISD #284 desire to enter into an Agreement defining the terms and conditions under which ISD #284 may license the Wayzata City Hall Community Room (the "Community Room") located at 600 Rice Street, Wayzata, Minnesota, 55391.

NOW THEREFORE, in consideration of the foregoing, the sum of Two Thousand Nine Hundred Thirteen dollars (\$2,913.00), and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties mutually agree as follows:

1. License. The City hereby grants a temporary, non-exclusive license to ISD #284 to use the Community Room in accordance with the Wayzata Community Room Scheduling and Use Policy Rules (the "Community Room Policy") and the terms and conditions contained in this Agreement.
2. Term. The license granted under this Agreement shall be effective from the date hereof until Midnight on June 30, 2018 (the "Term").
3. Community Room Policy. ISD #284 agrees to schedule its planned use of the Community Room with and through the City in accordance with the Community Room Policy. ISD #284 agrees to return the Community Room back to its standard configuration after each use.
4. Indemnification, Property Damage and Liabilities. ISD #284 agrees to be responsible for any liability, damage or loss to the City from the ISD #284's use of the Community Room. ISD #284 agrees to jointly and severally exonerate, save harmless, protect, and indemnify the City and its employees, Council Members, authorized representatives and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs arising from or in connection with any injury to or death of persons or damage to property, arising out of or attributable to the acts or omissions of, or use of the Studio by ISD

#284, its agents, servants, employees, or guests of the Studio and the contents therein. The City shall not be responsible for the loss of or damage to property or injury to any person, occurring in or about the Studio while in use by ISD #284. ISD #284 agrees that if any damage is caused to the Studio or the contents therein, ISD #284 shall immediately repair such damage or replace such equipment or personal property so damaged at the City's request and subject to the City's direction. Nothing herein shall be deemed a waiver by ISD #284 of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

5. Insurance. SD #284 agrees to maintain insurance in amounts and substance reasonably acceptable to the City to insure the Studio against damage to the Studio and its contents caused by ISD #284. Upon the City's request, ISD #284 shall provide the City with proof of such insurance. If requested by the City, the insurance shall require 30 days' written notice to the City before cancellation of such insurance. The City shall be named as a certificate holder or an additional insured. Nothing herein shall be deemed a waiver of the limitations on liability set forth in Minnesota Statutes, Chapter 466.
6. License Fee. For the contract year commencing on July 1, 2017 and ending on June 30, 2018, ISD #284 agrees to pay the non-refundable sum of Two Thousand Nine Hundred Thirteen Dollars (\$2,913.00) (the "License Fee") for the use of the Wayzata Community Room. Effective for subsequent years, the City shall, at its sole discretion, have the right to make reasonable adjustments to the License Fee.
7. Termination. ISD #284 shall have the right to terminate this Agreement and its use of the Community Room upon 30 days' written notice to the City. Notwithstanding the foregoing, ISD #284 acknowledges and agrees that it shall not be entitled to a refund of all or any portion of the License Fee in the event it terminates this Agreement prior to the expiration of the Term.
8. Notice. If a notice is given pursuant to the terms of this Agreement, said notice shall be by US mail, certified, return receipt requested, addressed to the City as follows: City Manager, City of Wayzata, 600 Rice Street E, Wayzata, Minnesota 55391; to ISD #284 at 210 North County Road 101, Wayzata, MN 55391.
9. Assignment. This Agreement may not be assigned by ISD #284 to a third party without the prior written consent of the City, which may be withheld in the City's sole discretion.
10. Miscellaneous. The City, by entering into this Agreement makes no representation or warranty regarding the fitness of the Studio and its equipment and personal property as being suitable for the purposes of ISD #284 or the Permitted Use. ISD #284 agrees that the Studio and its contents are being provided on an "as-is" basis. ISD #284 agrees it shall be solely responsible for the content of all matters broadcast and produced as a result of ISD #284.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
12. Entire Agreement; Conflict. This Agreement contains the entire agreement of the parties with respect to all matters regarding the rights and obligations of each party regarding the operation, access and use of the Studio, and this Agreement supersedes all prior agreements and understandings, oral and written, between the City, and ISD #284 regarding use of the Studio. In the event of any conflict between any provision of this Agreement with the Community Room Policy, the Community Room Policy shall govern.
13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
14. Headings. The headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.
15. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties on different counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement shall be deemed fully executed when each party hereto has executed a counterpart hereof.
16. Severability. If any term, condition, or provision of this Agreement, or the application thereof to any circumstance, shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Agreement shall not be affected thereby and each remaining term, covenant, condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY: CITY OF WAYZATA

By _____
Its Mayor

By _____
Its City Manager

ISD #284: INDEPENDENT SCHOOL DISTRICT #284

By _____
Its Board Chair

By _____
Its Executive Director

STUDIO LICENSE AGREEMENT

(Wayzata City Hall Cable Television Video Production Studio)

This License Agreement (the "Agreement") is made, entered into and effective as of the 1st day of July, 2017, by and between Independent School District #284 ("ISD #284") and the City of Wayzata, a Minnesota municipal corporation (the "City").

WITNESSETH

WHEREAS, the City owns and operates a cable television/video production facility (the "Studio") (for purposes of this Agreement the Studio shall be defined to include all equipment and personal property located within the Studio) in the Wayzata City Hall located at 600 Rice Street East, Wayzata Minnesota; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by the parties, the parties agree as follows:

1. License. The City hereby grants a temporary, non-exclusive license to ISD #284 to use the Studio and the equipment and other personal property located therein, subject to the approval of the City and any rules and regulations adopted by the City from time to time in its sole discretion.
2. Permitted Use. ISD #284 agrees to use the Studio for the sole purpose of cable broadcasting ISD #284 meetings held in the Wayzata City Hall Community Room (the "Permitted Use").
3. Personnel. As a condition of the license granted by the City, ISD #284 agrees that the Permitted Use contemplated under this Agreement will only be performed by a professional videographer under the direct supervision of an ISD #284 manager. At least one videographer shall be assigned to broadcast ISD #284 meetings in the Wayzata City Hall Community Room who will be adequately trained by either City or ISD #284 staff (or authorized contractors) before any broadcasting may be conducted in the Studio. Any videographer who will conduct broadcasting in the Studio must be pre-approved by the City. ISD #284 shall be solely responsible for the payment of wages, maintaining adequate workers' compensation insurance, tax withholdings and other compensation or other liabilities associated with the engagement of a videographer.
4. Responsibilities.
 - A. ISD #284 shall:

- i. Return the Studio to good and correct working order in the condition in which the Studio was found and is generally maintained;
- ii. Not remove any City equipment or property from the Studio except as authorized by appropriate City personnel in writing;
- iii. Secure the Studio and City Hall when leaving the Studio;
- iv. Abide by all rules, regulations and requests of or adopted by the City from time to time in its sole discretion regarding the use of the Studio; and
- v. Only use the Studio for the Permitted Use.

B. City shall:

- i. Provide one key and fob to ISD #284 to allow access to the Studio and City Hall; and
- ii. Provide custodial services, cabinets, chairs and such other furniture as City determines is necessary for operation of the Studio.

5. Indemnification, Property Damage and Liabilities. ISD #284 agrees to jointly and severally exonerate, save harmless, protect, and indemnify the City and its employees, Council Members, authorized representatives and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs arising from or in connection with any injury to or death of persons or damage to property, arising out of or attributable to the acts or omissions of, or use of the Studio by ISD #284, its agents, servants, employees, or guests of the Studio and the contents therein. The City shall not be responsible for the loss of or damage to property or injury to any person, occurring in or about the Studio while in use by ISD #284. ISD #284 agrees that if any damage is caused to the Studio or the contents therein, ISD #284 shall immediately repair such damage or replace such equipment or personal property so damaged at the City's request and subject to the City's direction. Nothing herein shall be deemed a waiver by ISD #284 of the limitations on liability set forth in Minnesota Statutes, Chapter 466.
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follows: City Manager, City of Wayzata, 600 Rice Street E, Wayzata, Minnesota 55391; to ISD #284 at 210 North County Road 101, Wayzata, MN 55391.

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11. Termination. Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' written notice to the other party.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to all matters regarding the rights and obligations of each party regarding the operation, access and use of the Studio, and this Agreement supersedes all prior agreements and understandings, oral and written, between the City, and ISD #284 regarding use of the Studio.
14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
15. Headings. The headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.
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condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY:

CITY OF WAYZATA

By _____
It's Mayor

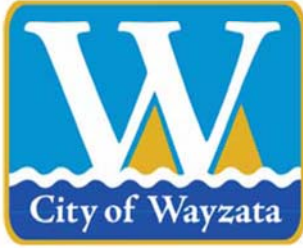
By _____
It's City Manager

ISD #284:

INDEPENDENT SCHOOL DISTRICT #284

By _____
Its Board Chair

By _____
Its Executive Director



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 8a
TITLE: Update and Launch of “Wayzata 2040, Sailing Ahead” Community Engagement Process for the 2040 Comprehensive Plan Update	
PROPOSED MOTION: N/A	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

N/A

FINANCIAL OR BUDGET CONSIDERATION:

The City approved a contract with the it’s engagement consultant, Future iQ, at a previous meeting.

BACKGROUND:

Juliana Panetta, of Future iQ, will be in attendance to provide an update on the 2040 Comprehensive Plan Process and officially launch the engagement portion of the process, titled “Wayzata 2040, Sailing Ahead.

She will be revealing the project’s website, previewing the community survey, going over next steps/key dates, and highlighting the rest of the engagement process. Please see the attached document for more information.

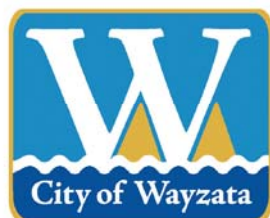
While no action will be required, we do want to help get the word out that the engagement process is starting, the website portal will be opened, and community meetings are now scheduled in order to engage and create a vision for the 2040 Plan.

ATTACHMENTS:

1. Update from Juliana Panetta, Future iQ, dated August 2, 2017

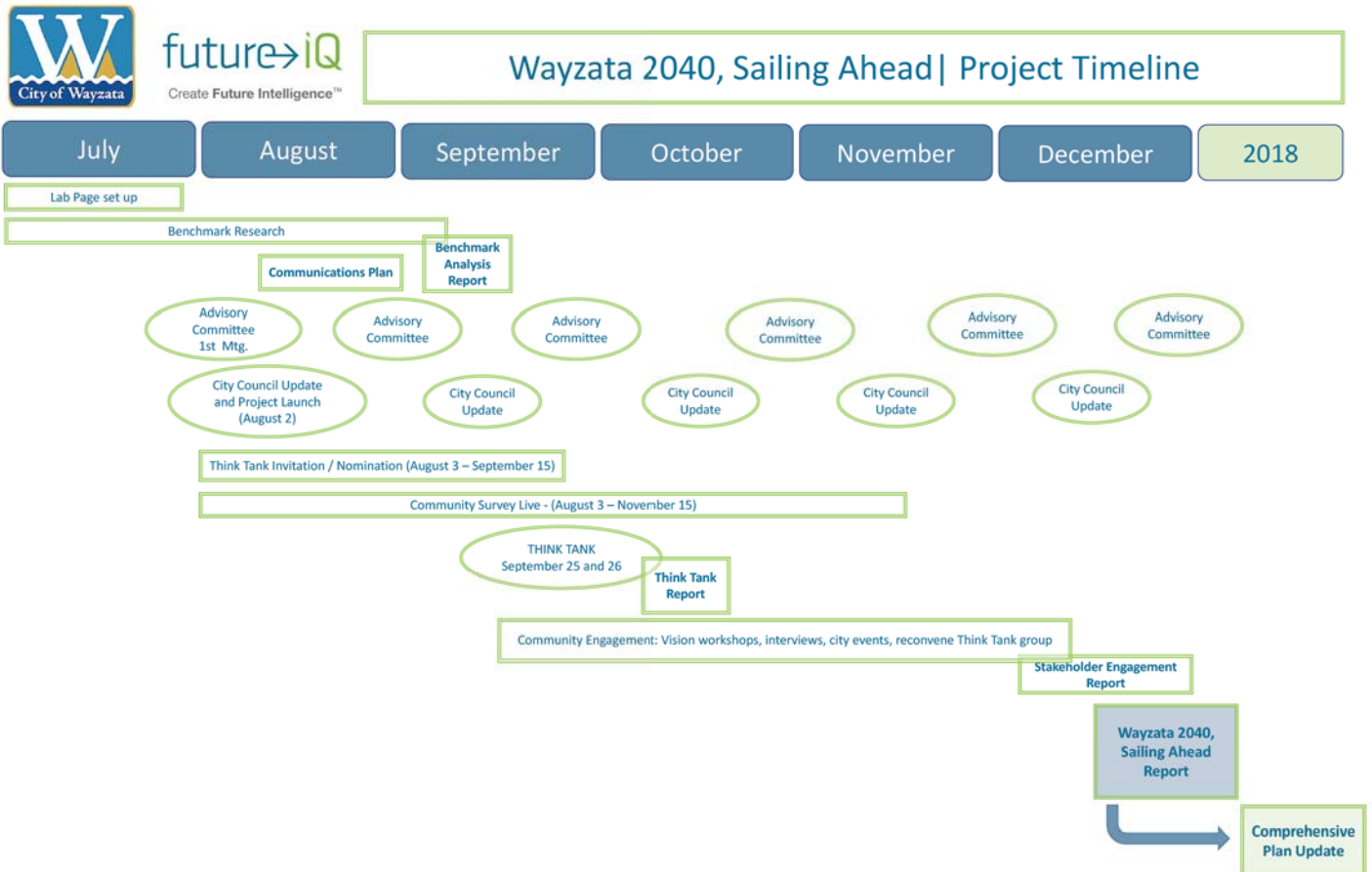
Wayzata 2040, Sailing Ahead

City Council Update
August 2, 2017



future→iQ
Create Future Intelligence™

1.0 Project Timeline



Key Dates:

August 3rd: Wayzata 2040, Sailing Ahead Lab Page live

August 3rd – November 15th: Community Survey Open

August 3rd – September 15th: Think Tank Invitation / Nomination Window

Mid-September: Benchmark Analysis Report

September 8th- 10th: James J. Hill Days Community Engagement - Community Survey push and Think Tank Nominations

September 25th and 26th: Think Tank Workshop

Mid-October: Think Tank Report

Late September – Early December: Community Engagement - workshops, interviews, reconvene Think Tank

Mid-December: Stakeholder Engagement Report

December / January: Wayzata 2040, Sailing Ahead Report

2.0 Advisory Committee

The Advisory Committee will help steer and advise the project as the city moves through the Visioning Process and the subsequent 2018 Comprehensive Plan Update. The initial advisory committee members are:

- Dan Koch (City Council)
- Steve Tyacke (City Council)
- Graciela Gonzalez (Planning)
- Jeff Buchanan (Planning)
- Dan Baasen (Parks)
- Jim McWethy (Parks)
- Kim Anderson (Heritage)
- Elissa Madson (Heritage)
- Tom Shaver (HRA)
- Bob Ambrose (HRA)
- Becky Pierson (Chamber)
- Jeff Dahl (Staff)
- Jeff Thomson (Staff)
- Mike Kelly (Staff)

3.0 Benchmark Analysis

The Benchmark Analysis will provide an up-to-date Wayzata community profile in conjunction with nationwide community comparisons that will be used as reference throughout the visioning process. The benchmark analysis report will be published in mid-September.

4.0 Think Tank

The Think-Tank Workshop will be used as a tool to build a better understanding of the current drivers and future aspirations of how community members and stakeholders of Wayzata want to develop the City and how to allocate its resources. This will be done through a Future iQ facilitated scenario planning process, and will develop a series of plausible futures for the City, allowing people to explore the impacts and consequences of a range of different future paths as they seek a preferred future.

This will be a highly participatory workshop run across two evenings and would include 70-100 key representative community and stakeholder participants. Participants will include city council members, the advisory committee members, key city staff, and community members. Community members will be both invited directly by the advisory committee or go through a nomination process allowing for a broader set of stakeholders to be present at the workshop.

5.0 Wayzata 2040, Sailing Ahead Lab Page

The Wayzata 2040, Sailing Ahead Lab Page will be the central repository of information regarding the project. Project surveys, updates and reports will be posted on the website.

The link to the lab page is: <http://lab.future-iq.com/wayzata-2040-sailing-ahead/>



6.0 Community Survey

The initial community engagement platform will be the Community Survey. The survey is prominently featured on the first page of the website and will be made available to the entire Wayzata community.

A draft of the survey can be accessed via <http://lab.future-iq.com/wayzata-2040-sailing-ahead/>

****DRAFT** Wayzata 2040, Sailing Ahead - Community Survey**

WELCOME! - We would like to understand your perspective about key trends shaping the future of Wayzata. By answering these questions, you will be contributing to an important community visioning and planning project exploring the future of the city. Your responses to this survey will join the responses of your fellow citizens to form the basis of the data driven visioning process, and will be used to develop a unique, innovative, and interactive data visualization platform that will allow you to examine the data collected for yourself.

PLEASE NOTE: We are asking a series of multi-dimensional and in-depth questions in this survey. There are 23 Questions, and it will take approximately 15-20 minutes to complete. Some might occur as repetitive, but we are asking your views in terms of impact of issues at different scales (you personally, your neighborhood, the city etc). We really appreciate your INPUT and EFFORT in completing this survey. Even if you skip answering some questions, please take the time to also complete the profiling questions at the end of the survey.

Stay tuned for survey results and data visualizations by signing up for the email newsletter at <http://lab.future-iq.com/wayzata-2040-sailing-ahead/>

1. How would you rate the future prospects for the following bodies in the next 5 years?

	1	2	3	4	5	6	7	8	9	10
	Pessimistic									Optimistic
City of Wayzata	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Your Organization/Industry	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Your Household	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 8b
TITLE: Consider Resolution No. 29-2017 approving a conditional use permit for telecommunications facility at 800 Wayzata Blvd E	
PROPOSED MOTION: Adopt Resolution No. 29-2017	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Adopt the resolution approving the development application.

FINANCIAL OR BUDGET CONSIDERATION:

The development application does not have any impact on the City budget.

BACKGROUND:Application Overview

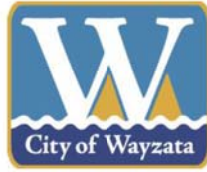
Buell Consulting, on behalf of T-Mobile Central, LLC, has submitted a development application to construct a telecommunication facility for cellular antennas and associated equipment on the building located at 800 Wayzata Blvd E. The proposal requires a conditional use permit.

Planning Commission Review

The Planning Commission reviewed the development application and held a public hearing at its meeting on June 19, 2017. On July 17th, the Planning Commission adopted a Report and Recommendation for approval of the development application, subject to several conditions of approval.

ATTACHMENTS:

1. June 19, 2017 Staff Report
2. Applicant's narrative
3. Letter from applicant
4. Supporting documents
5. Proposed plans
6. June 19, 2017 Planning Commission meeting minutes
7. July 17, 2017 Planning Commission draft meeting minutes
8. Draft Resolution No. 29-2017
9. Planning Commission Report and Recommendation



**Staff Report
June 19, 2017**

Project Name: Buell Consulting
Applicant Buell Consulting, on behalf of T-Mobile Central, LLC
Addresses of Request: 800 Wayzata Blvd E
Prepared by: Jeff Thomson, Director of Planning and Building
“60 Day” Deadline: July 21, 2017

Development Application

Introduction

Buell Consulting, on behalf of T-Mobile Central, LLC, has submitted a development application to construct a telecommunication facility for cellular antennas and associated equipment on the building located at 800 Wayzata Blvd E.

Property Information

The property identification number and owner of the property are as follows:

Address	PID	Owner
800 Wayzata Blvd E	06-117-22-13-0108	816 Wayzata Associates

The current zoning and comprehensive plan land use designation for the property are as follows:

Current zoning:	C-1/Office and Limited Commercial District
Comp Plan designation:	Mixed Use Commercial
Overlay districts:	None

Project Location

The property is located on the southeast corner of the Wayzata Blvd E/Chicago Ave S intersection:

Map 1: Project Location



Adjacent Land Uses

The following table outlines the uses, zoning, and comprehensive plan land use designations for adjacent properties:

Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	Wayzata Blvd E Office building	N/A PUD/Planned Unit Development	N/A Mixed Use Commercial
East	Wayzata Home Laundry	C-1/Office and Limited Commercial District	Mixed Use Commercial
South	Apartment building	R-5/Average Density Multiple Residential District	High Density Multiple Family
West	Chicago Ave S Single-family homes	N/A R-3A/Single and Two Family Residential District	N/A Mixed Use Residential

Application Requests

As part of the submitted development application, the applicant is requesting approval of the following item:

- A. Conditional Use Permit: Telecommunications equipment that is attached to an existing building requires a conditional use permit by City Code Section 801.31.4.B.3.

Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly News* on June 8, 2017. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on June 9, 2017.

Project Overview

The applicant is proposing to install six cellular telecommunications antennas on the top of the existing building. The proposed antennas would be located on the southeast corner of the building, and would be mounted behind a new screening wall that would be constructed on the roof deck of the building. The proposed screening wall would extend 14 feet above the existing roof deck. The accessory equipment for the telecommunications antennas would be mounted on the ground, on the south side of the existing building. The proposed equipment area is approximately 150 square feet in size and would be surrounded by a cedar wood fence. The wood fence would fully screen the equipment area from surrounding properties, and the height of the fence is greater than the height of the proposed ground-mounted equipment.

Telecommunications Ordinance

In 2015, the Planning Commission reviewed and the City Council adopted a new section of the zoning ordinance which pertains to all commercial telecommunications facilities in the City. In summary, the City's ordinance allows new telecommunications towers on only two properties in the City – the Wayzata West Middle School and Wayzata Public Works facility on Wayzata Blvd. All other telecommunications equipment may only be located on existing buildings or structures, with priority given to commercial buildings located within 300 feet of Wayzata Blvd. In addition, the ordinance allows for “micro cell” sites to be located on existing utility structures within the City's right-of-way. The micro sites are “repeater” locations that support the capacity and coverage of larger existing telecommunications facilities located on nearby buildings or towers.

Analysis of Application

The following is a summary and analysis of the pertinent ordinance requirements for the proposed telecommunications facility (The Applicable Code Requirements section below outlines all ordinance requirements.):

- Location: The proposed site meets the location requirements for antennas that are attached to existing buildings. The property is zoned C-1, and the building is located within 300 feet of Wayzata Blvd E.
- Stealth Design: The ordinance states that telecommunications equipment must use as many stealth design techniques as reasonably possible. The stealth design techniques provided in the proposed plans include constructing the antennas behind a screening wall so that the antennas would not be visible. The screening wall would be designed to match the exterior color of the building.
- Antenna Height: The proposed antennas meet the maximum height requirement. The height of the antennas would be 14 feet above the roof deck, and the

ordinance states that antennas mounted on an existing building shall not extend more than 15 feet above the height of the structure to which they are attached.

- Horizontal Projection: The proposed antennas would not project out from the side of the existing building.
- Accessory Equipment: The applicant is proposing to locate the accessory equipment on the ground along the back of the building, and the equipment would be fully enclosed by a new cedar fence. The ordinance states that accessory equipment shall be entirely located within an existing structure or within rooftop screening walls whenever possible. If a new equipment building is necessary, it shall be situated to the rear or side of the principal use and shall be screened from view by landscaping where appropriate. If a new equipment building is necessary, the building shall be constructed of materials and color scheme compatible with the principal building.
- Security Fencing and Screening: The ground-mounted equipment would be fully enclosed with a security fence that is equal to or greater than the height of the equipment located within the fencing.

Action Steps

After considering the items outlined in this report and the public hearing held at the meeting, the Planning Commission should direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the application for review and adoption at the next Planning Commission meeting.

Attachments

Applicant's Narrative
Supporting Documents
Proposed Plans

Applicable Code Provisions for Review

Conditional Use Permits (City Code Section 801.04.2.F): The Planning Commission and City Council shall consider possible adverse effects of the proposed conditional use. Their judgment shall be based upon (but not limited to) the following factors:

- A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
- B. The proposed use's compatibility with present and future uses of the area.
- C. The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).
- D. The proposed use's effect on the area in which it is proposed.
- E. The proposed use's impact upon property values in the area in which it is developed.
- F. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
- G. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

Building and Design Standards, Allowed Locations for Telecommunications Facilities, and Required Permits (City Code Section 801.31.4.B.3) Telecommunications Equipment may be attached to an existing building according to the following standards:

- a. The Applicant shall provide documentation and/or an analysis prepared by a radio or electrical engineer demonstrating that the proposed location of the Telecommunications Equipment is necessary to meet the coverage and capacity needs of its system. The Applicant shall provide a network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits. The documentation and/or analysis shall also show the Telecommunications Equipment would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of a radio or electrical engineer retained by the City, at the City's option, to review this analysis;
- b. The Telecommunications Equipment shall use as many Stealth Design techniques as reasonably possible. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques;

- c. The building upon which the Antenna is attached to, shall be located on a parcel of land zoned C – 1 Office and Limited Commercial District, C-3 Service District, or PUD Planned Unit Development, and the building upon which the Antenna is to attached to must be located within 300 feet of the Wayzata Blvd East right-of-way.

The City Council may, at its sole discretion, consider other sites if the Applicant demonstrates that all other sites that comply with the zoning district and distance requirements above have been considered and deemed infeasible to provide adequate coverage and/or capacity to a significant portion of the City of Wayzata. CUPs for other sites may be approved only after the Applicant demonstrates that there is no other location that complies with the zoning district and distance requirements above that the Telecommunications Equipment could be located on, and provide substantially the same coverage. In no case can Telecommunications Equipment be located in any residential zoning district, or on parcels of land guided in the Comprehensive Plan for Parks or Public Open Space.

- d. The Antenna shall be attached to the façade of the building or attached on or within a rooftop screening wall (i.e. §801.09.7.2). A façade mounted Antenna shall not extend above the cornice line and a rooftop or screening wall mounted Antenna shall not extend more than fifteen (15) feet above the screening wall. Façade and screening wall mounted Antenna shall, as closely as possible, match the color of the underlying building material.
- e. Accessory Equipment shall be entirely located within an existing structure or within rooftop parapet screening walls whenever possible. If a new equipment building is necessary, it shall be situated to the rear or side of the principal use and shall be screened from view by landscaping where appropriate. If a new equipment building is necessary, the building shall be constructed of materials and color scheme compatible with the principal building.

General Standards for Telecommunication Facilities (801.31.5) All Telecommunications Facilities must comply with the following standards (although nothing in this Section 5 shall be read to allow the City to prohibit a Telecommunication Facilities Permit based solely upon a request by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an “eligible facilities request” under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.):

- A. **Vertical projection on Antenna support structures.** Antennas mounted on an existing Antenna Support Structure shall not extend more than 15 feet above the height of the structure to which they are attached. Wall or façade-mounted Antennas shall not extend above the cornice line and

shall be constructed of a material or color that matches the exterior of the building.

- B. **Horizontal projection.** Antennas shall not project out from the side of the existing Antenna Support Structure, Telecommunications Tower, or wall or facade by more than three feet.
- C. **Fall Zone Analysis.** The Applicant must submit a fall zone analysis report completed by a qualified and licensed engineer that shows the Telecommunications Facilities do not pose a threat to general health, safety and welfare of the City.
- D. **Setbacks.** Telecommunications Facilities shall meet the building setback that is established for the zoning district where it is to be located, and the following additional standards:
 - 1. A Telecommunications Tower shall be set back from all residential property lines at least one (1) foot for each foot in height, but shall have a minimum setback of at least one hundred (100) feet. The Tower setbacks may be increased by the City Council dependent on the results of the engineered fall zone analysis report submitted by the Applicant as part of the permit application.
 - 2. Towers and Telecommunications Equipment shall not encroach upon any easements unless written permission is obtained from the underlying property owner burdened by the easement and the beneficiary of the easement.
 - 3. The required setbacks may be reduced or the location in relation to a public street modified, at the sole discretion of the City Council, when the Telecommunications Equipment is integrated into an existing or proposed structure such as a building, light or utility pole.
- E. **Height.** The height of an Antenna and/or Telecommunications Tower shall be the minimum necessary to meet the Applicant's coverage and capacity needs, as verified by an electrical engineer or other appropriate professional. Any new or replacement Tower and Antenna, including attachments other than lightning rods, shall not exceed 150 feet in height, measured from grade. The City Council may, but shall not be required to, increase this height up to 190 feet if the Council finds: (1) the increase in height would not have a significant visual impact, (2) would not have a negative property value impact on surrounding properties because of proximity, topography or screening by trees or buildings or (3) would accommodate two or more users.

- F. **Exterior surfaces.** Towers and Antennas shall be painted a non-contrasting color consistent with the surrounding area such as: blue, gray, green, brown, or silver, or have a galvanized finish to reduce visual impact. Metal Towers shall be constructed of, or treated with, corrosion-resistant material.
- G. **Ground-mounted equipment.** Ground-mounted Accessory Equipment and/or equipment storage facilities shall be architecturally designed to blend in with the surrounding environment, including the principal structure and/or shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and compliments the character of the surrounding neighborhood. No more than one Equipment Shelter or accessory building is permitted for each Tower. Equipment Shelters or accessory buildings shall be designed to accommodate additional space needed for the co-location of additional Antennas at the site. The additional space must either be built within the first shelter/building or that shelter/building must be designed to allow for future expansions and/or additions. Design of the building or equipment cabinet, screening, and landscaping are subject to applicable Design Standards criteria under Section 801.09 of the Wayzata Zoning Ordinance. The Applicant shall be responsible for maintaining the structure in a high-quality condition. If the Applicant abandons or vacates the structure, it shall be forfeited to the City or torn down by the Applicant at their expense, at the discretion of the City Council.
- H. **Construction.** Telecommunications Facilities shall be in compliance with all buildings and electrical code requirements. All applicable federal, state and local agency licenses and/or permits shall be obtained. A Telecommunications Tower shall be designed and certified by a licensed structural engineer to be structurally sound and in conformance with the building code. Structural design, mounting and installation of the Telecommunications Facilities shall be in compliance with the manufacturer's specifications. If, upon inspection, the City concludes that a Tower or other portion of a Telecommunications Facility fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the Telecommunication Facility or Tower, the owner shall have thirty (30) days to bring such Tower or Telecommunication Facility into compliance with such standards. Failure to bring such Tower or Telecommunication Facility into compliance with such thirty-day period shall constitute grounds for the removal of the Tower or Telecommunication Facility at the owner's expense.
- I. **Interference with Public Safety Telecommunications.** No Telecommunications Tower or Telecommunications Facility shall interfere with public safety Telecommunications. All Towers and

Telecommunication Facilities shall comply with FCC regulations and licensing requirements.

- J. **Security Fencing and Screening.** Telecommunication Facilities and Towers shall be enclosed by security fencing not less than the height of the equipment located therein and shall also be equipped with an appropriate anti-climbing device. Fencing within one hundred (100) feet of a residential or parking property shall be constructed of a well-designed fence of wood or other environmentally sound material, and be compatible with the surrounding character of the area. The Telecommunication Facilities and Towers shall also include a landscape screen, at least six (6) in height, around the perimeter of equipment area, as approved by the City Council.
- K. **Other Protections.** The City may require shields to protect from ice falling from Towers, anti-climbing devices to prevent unauthorized persons from climbing Towers, or other appurtenances necessary to protect life and property.
- L. **Noise.** If the proposed Telecommunications Facility includes equipment that causes significant sound levels, sound buffers may be required including but not limited to, baffling, barriers, enclosures, walls and plantings. The Applicant shall submit an acoustical analysis (measured to the property line) and report prepared by a licensed and/or accredited sound engineer certifying that the noise to be generated from the proposed Telecommunication Facility shall not impact adjacent properties. Said report shall include, without limitation, a written description of all noise generated by the Facility, including retractable monopole motors, Antenna rotators, power generation, heating or air conditioning, and related equipment, and shall include the estimated times, frequency, duration and decibel levels of the noise. All equipment shall conform to Minnesota Pollution Control Agency decibel standards.
- M. **Sensitive Habitats.** No Telecommunication Facility shall be located in environmentally sensitive habitats, including but not limited to wetlands, shorelines, established animal habitats, conservation districts, and significant tree groups, unless mitigation measures can be adopted which would reduce potential impacts to levels of non-significance.
- N. **Radio Frequency Emissions.** Telecommunications Facilities shall comply with Federal Communication Commission standards for radio frequency emissions and interference.
- O. **Interference.** No Telecommunication Facility shall be permitted that causes interference with commercial or private use and enjoyment of other legally operating telecommunications devices including, but not

limited to, radios, televisions, personal computers, telephones, personal communications devices, garage door openers, security systems, and other electronic equipment and devices in violation of any Federal Communication Commission standards relating to radio frequency interference. Unless otherwise prohibited by Federal Communication Commission standards, an Applicant shall furnish a state registered engineer's certification that no such interference shall occur, or identify what interference may occur and how the Applicant shall mitigate any potential interference that may occur.

- P. **Risk of Danger.** Telecommunications Facilities and Towers shall not pose a risk of explosion, fire, or other danger due to its proximity to volatile, flammable, explosive or hazardous materials. Telecommunication Facilities, Towers, Antennas, and Accessory Equipment shall be subject to state and federal regulations pertaining to non-ionizing radiation and other health hazards related to such Facilities. If new, more restrictive standards are adopted, the Facilities shall be made to comply or continued operations may be restricted by the City Council. The cost of verification of compliance shall be borne by the Applicant.
- Q. **Maintenance.** All Telecommunication Facilities and Towers shall at all times (i) be kept and maintained in good condition, order and repair so that the same shall not menace or endanger the life or property of any person, and (ii) allow sufficient access for service vehicles and personnel. Maintenance of equipment shall be scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of emergency or otherwise agreed to by the City. Service vehicles for equipment maintenance shall be parked on city streets, unless paved and screened off-street is available at the site. In the case of maintenance of Telecommunication Facilities on the City Water Tower, service vehicles shall park on the service entrance of the City Water Treatment Plant, whenever possible.
- R. **Co-location opportunity.** The Applicant, the Tower owner, the landowner, and their successors and assigns shall allow the shared use of the Tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use, shall submit a dispute over the potential terms and conditions to binding arbitration, and shall sign the Conditional Use Permit agreeing to these requirements. The City Council may waive these co-location requirements if necessary to implement stealth design.
1. All Telecommunications Facility providers shall cooperate with each other in co-locating Telecommunication Facilities and shall exercise good faith in co-locating with other licensed carriers and in the sharing of sites, including the sharing of technical information necessary to evaluate the feasibility of collocation. In the event a

dispute arises as to a co-location issue, the City may require a third-party technical study to evaluate the feasibility of co-locating at the expense of each wireless telecommunications providers involved in the third-party study;

2. All proposed new Telecommunications Towers shall be designed to accommodate both the Applicant's Antennas and Antennas for as many other licensed carriers as can be technically located thereon, but not less than one additional;
 3. All new Telecommunications Facilities and Towers owned by a telecommunications provider shall be made available for use by the owner or initial user thereof, together with as many other licensed carriers as can be technically located thereon, but not less than one additional;
 4. All proposed new Telecommunications Towers shall be designed to allow for future rearrangement of Antennas or Tower modifications, and to accept Antennas mounted at varying heights unless the City otherwise agrees in order to accommodate Stealth Design techniques;
- S. **Successors and Assigns.** Any Permit or lease for a Telecommunications Facility shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.
- T. **External messages.** No advertising message or identification signs, other than warning or equipment information signs as legally required, shall be affixed to the Telecommunications Facilities.
- U. **Lighting.** Telecommunications Facilities or Towers shall not be artificially illuminated unless required by law or by a governmental agency to protect the public's health and safety or unless necessary to facilitate service to ground-mounted equipment. Any lighting or artificial illumination utilized shall be shielded and not cast glare onto adjacent properties. All lighting shall be measured to the property line.
- V. **On-site employees.** There shall be no employees on the site at a Telecommunications Facility on a permanent basis. Occasional or temporary repair and service activities are allowed.
- W. **Advances in Stealth Technology.** Whenever an applicant proposes to install and/or replace antennas or other telecommunications equipment, the Applicant shall submit a report describing all available technology for installation or replacement. The report shall include the purpose of

equipment to be installed (expand coverage, expand capacity, expand bandwidth, etc.) and the performance specifications and physical dimensions of the equipment. The report conclusions must provide an analysis of performance versus visual impacts and/or stealth technology. The City retains the right to evaluate the reports analysis and perform a third party technical review at the applicants cost. The City shall have the ability to require the stealth or lower visual profile equipment based on the third party technical recommendation.

- X. **Removal.** After one hundred twenty (120) days' notice from the City to the Permit Holder all Telecommunications Facilities, Antennas, or Towers shall be required to be removed at the Permit Holder's expense, if such improvement is found to be in violation of any portion of this Ordinance by the City and such violation is not cured within such thirty day time period. Obsolete or unused Telecommunications Facilities and all related equipment shall be removed within six (6) months after cessation of their use at the site, unless an exemption is granted by the City Council. Telecommunications Facilities and related equipment that have become hazardous shall be removed or made not hazardous within 30 days after written notice to the current Permit Holder and to any separate landowner, unless an exemption is granted by the City Council. Notice may be made to the address listed in the application, unless another one has subsequently been provided, and to the taxpayer of the property listed in the Hennepin County tax records. Telecommunications Facilities and all related equipment that are not removed within this time are declared to be public nuisances and may be removed by the City. The City may assess its costs of removal against the Property.
- Y. **No Recourse Against the City.** Every permit shall provide that, without limiting such immunities as the City or other persons may have under applicable law, an Applicant/Permit Holder shall have no monetary recourse whatsoever against the City or its elected officials, boards, commissions, agents, employees or volunteers for any loss, costs, expense or damage arising out of any provision or requirement of this Ordinance or because of the enforcement or lack of enforcement of this Ordinance or the City's exercise of its authority pursuant to this Ordinance, a permit, a lease, or other applicable law, unless the same shall be caused by criminal acts or by willful gross negligence. Nothing herein shall be construed as a waiver of sovereign immunity.



May 22, 2017

City of Wayzata
Attn: Jeff Thomson
600 Rice Street E
Wayzata, MN 55391

RE: CUP Application for T-Mobile Telecommunications Facility in Wayzata, MN (TMO ref: A1O0960A)

Dear Mr. Thomson,

Please consider the enclosed documents and application for a CUP for the purposes of constructing a new rooftop telecommunications facility in Wayzata:

- Completed CUP Application
- Cover Letter with short project description (this document)
- Check to City of Wayzata in the amount of \$342.00 for Conditional Use Permit Application Fee
- Check to City of Wayzata in the amount of \$5,100.00 for Conditional Use Permit Escrow
- Wayzata Ordinance Exhibit detailing the Wayzata Telecommunications Ordinance and how the proposed project complies with the ordinance (*Exhibit A*)
- Detailed Zoning Drawings with Site Development Plan, Dimension Plan and Landscape information with extensive details of the project, setbacks from property lines and ROWs (x5 and one small scale copy) (*Exhibit B*)
- Property Owner Letter of Support and Authorization (*Exhibit C*)
- Copies of recorded deeds of the subject property (*Exhibit D*)
- Report and Address Labels prepared by Hennepin County Staff indicating all properties located within 350' buffer of subject property (*Exhibit E*)
- Photo-simulations from nearby residential buildings and from the Wayzata Blvd ROW of the proposed rooftop installation (*Exhibit F*)
- Propagation Maps prepared by a T-Mobile Engineer indicating the before and after coverage by the proposed location (*Exhibit G*)
- Letter from T-Mobile's Engineer detailing non-interference with public safety systems (*Exhibit H*)
- Collocation Exemption Letter from Impact7G dated 12/8/2016 (*Exhibit I*)

T-Mobile is proposing to construct a new rooftop telecommunications facility at the property located at 800 E. Wayzata Blvd, Wayzata, MN 55391. The facility is being built to meet the



coverage needs in central Wayzata due to the decommissioning of an existing telecommunications facility.

T-Mobile is proposing to install six (6) wireless telecommunications antennas on the rooftop of the building in the SE corner, mounted entirely behind a 14' screening wall. T-Mobile will be locating their base station equipment on a concrete pad up against the rear of the building. This equipment shall also be completely screened from view via a wood privacy fence. Both the privacy fence and the rooftop screening wall will be designed and painted to match the existing building exterior.

The increased usage of smartphones for wireless broadband business and personal use and also in place of home phones has increased the demand for coverage and data capacity in popular residential and commercial areas like downtown Wayzata.

The proposed T-Mobile rooftop telecommunications facility will also not hinder possible future collocators on the same structure.

T-Mobile's interest in the property stems from a lease between the deed holder of the property, 816 Wayzata Associates, and T-Mobile Central LLC. T-Mobile's ability to use the premises is contingent upon its obtaining all the certificates, permits, and other approvals that may be required by any Federal, State or Local authorities.

T-Mobile acknowledges that failure to comply with Telecommunications Section of the Wayzata Zoning Ordinance and the conditions of permit approval shall result in the revocation of the permit and removal of the Telecommunications Facility and Antennas.

T-Mobile acknowledges that the expenses incurred by the City to review and process the application and to enforce the provisions of the permit shall be reimbursed by T-Mobile.

T-Mobile shall follow the procedures established by the FCC to resolve any complaints received relating to interference allegedly caused by the Telecommunications Facility and Antennas.

While T-Mobile is not the owner of the property, they shall cooperate in good faith with the landlord's efforts to accommodate additional co-locators on the building.

T-Mobile shall maintain the facility in good and safe condition and its original appearance and concealment elements incorporated into the design at the time of approval shall be preserved. Such maintenance shall include, but not be limited to, painting, repair of equipment, and maintenance of landscaping.

T-Mobile authorizes the City to conduct periodic inspections to determine that the Telecommunications Equipment complies with the provisions of the Telecommunications Ordinance, any conditions of approval and all safety and building codes and permits issued. The City shall have the right to conduct



such inspections at any time upon a reasonable notice of five (5) business days and T-Mobile shall cover all expenses related to such inspections.

T-Mobile understands that if its telecommunications facility goes unused for six months, it shall be deemed abandoned and shall be removed.

T-Mobile will notify the City that their telecommunications facility continues to be in operation and such notice shall be sent to the City Manager by certified mail within the last two weeks of the month of December. Should such notice not be received by the City, the City will provide notice and T-Mobile will have 14 days from that notice to fulfill the requirement.

Please let me know if you require any further documentation in order to complete your review of the proposed scope of work. Thank you.

Regards,

Kristian Olson

Site Development Agent working *on behalf of T-Mobile*

Buell Consulting, Inc.

Office: 651-789-9340

Mobile: 612-701-9242

kolson@buellconsulting.com

enc.



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Saint Paul, Minnesota 55108
(651) 361-8110
www.buellconsulting.com

*Site Acquisition
Permitting
Established 1991*

July 10, 2017

Jeff Thomson
Director of Planning and Building
City of Wayzata
600 Rice Street E
Wayzata, MN 55391

RE: T-Mobile Conditional Use Permit Application for Rooftop Telecommunications Project at 800 Wayzata Blvd E.
(TMO ref. – A100960A)

Dear Mr. Thomson,

Thank you for your assistance with this project and for your input during the Planning Commission hearing on June 19th. During that meeting, we received some questions and wanted to take the time to address them with this letter.

Location and Need. Some members inquired why this new rooftop facility is required and tied it to questions regarding T-Mobile's potential involvement in a proposed city-owned monopole tower. T-Mobile's existing lease on the City's water tank is expiring at the end of 2017. The city has chosen to non-renew that lease. This proposed rooftop site helps T-Mobile replace the service lost from the water tank lease expiration, and is fully compliant with Wayzata's Zoning Ordinance. Questions relating to the proposed City monopole tower should be addressed to City staff and to T-Mobile directly as they are outside the review of this proposed rooftop application.

Parking and Access. One Commissioner stated a concern about access to the site, particularly in the rear of the building where the fenced-in ground equipment would reside.

Once the site is constructed, T-Mobile expects to access the site for routine maintenance between four and six times a year for a few hours. T-Mobile technicians will be using a standard service vehicle. With that in mind, T-Mobile feels that accessing the site from the public Right-of-Way of Chicago Avenue is fair and reasonable and should be treated the same as any other service vehicle operating within the city.

One Commissioner suggested accessing the site from inside the existing building. During the day, most parking spots are filled by building tenants. While there is an emergency exit in the rear of the building, it can only be accessed from the basement parking area which has a maximum height clearance of under 7'. This would require T-Mobile's technicians to park outside, carry their equipment down a flight of stairs, and then out an emergency exit door to access the site. We feel this would be an unnecessary and unreasonable burden on those accessing the site when they can instead access the site directly and safely from the Chicago Avenue Public Right of Way 50 feet away.

Should neighbors find concerns with T-Mobile's occasional visits to the site, T-Mobile is happy to meet and discuss ways to mitigate the issue. However, we do not expect it will be a concern and we request that access be granted as shown in the proposed site plan, directly from the Chicago Avenue Public Right of Way.

Grading and Tree Removal. As stated in the public hearing, T-Mobile is currently not proposing to remove any existing trees on the property. T-Mobile is also not proposing any significant grading in the rear of the building. There will be



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minimal grading, if any, due to the small fenced area already being located on a flat and level area adjacent to the rear of the building. T-Mobile will not be constructing an access drive or path from the street.

Fence Height. In the area on the ground in the rear of the building, we are proposing a 7.5' tall fence surrounding the ground equipment. The maximum permitted height for fences in this area is 6', but can be approved up to 8' with a Conditional Use Permit. T-Mobile will accept any fence height the city deems appropriate. We request that the city simply list the City's desired fence height as a condition of the approval.

Site Safety on Ground. One Commissioner stated concern about objects falling off the installation. Please note that on this rooftop installation, everything is contained within screening walls and securely fastened to the rooftop and the stealth structure. We do not expect issues with materials falling from the rooftop.

Property Values. The questions we see relating to any impact of new wireless facilities on property values typically relate to proposed new free standing communication towers such as monopoles or guyed towers. However, in this case, we are proposing to collocate on an existing rooftop structure, and the antennas will be hidden behind a stealth enclosure. In our experience, we have not had property value concerns arise over this type of stealth installation.

Thanks for your assistance and feel free to contact me if you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read 'Kristian Olson'.

Kristian Olson
Site Development Agent working on behalf of T-Mobile
Buell Consulting, Inc.
651-789-9340
kolson@buellconsulting.com

Exhibit A

Wayzata Telecommunications Ordinance Exhibit T-Mobile Rooftop Project at 800 E. Wayzata Blvd

EXCERPTS FROM SECTION 801.31 REGARDING TELECOMMUNICATIONS FACILITIES:

3. Telecommunications Equipment may be attached to an existing building according to the following standards:
 - A. The Applicant shall provide documentation and/or an analysis prepared by a radio or electrical engineer demonstrating that the proposed location of the Telecommunications Equipment is necessary to meet the coverage and capacity needs of its system. The Applicant shall provide a network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits. The documentation and/or analysis shall also show the Telecommunications Equipment would not cause interference with other existing or approved Telecommunications Equipment. The Applicant shall also pay the reasonable expenses of a radio or electrical engineer retained by the City, at the City's option, to review this analysis;

See attached visual propagation maps prepared by T-Mobile's Engineer for this project. The maps highlight all nearby existing T-Mobile telecommunications facilities and the proposed telecommunication facilities.

- B. The Telecommunications Equipment shall use as many Stealth Design techniques as reasonably possible. Economic considerations or hardships shall not be the sole justification for failing to provide Stealth Design techniques;

The proposed facility uses multiple stealth designs including installation of a screening wall around the entirety of the antennas and a privacy wood fence around the ground equipment. All will be designed to match the exterior color of the building and be as unobtrusive as possible. As a result, none of the antennas or equipment will be visible from neighboring buildings or ROW.

- C. The building upon which the Antenna is attached to, shall be located on a parcel of land zoned C – 1 Office and Limited Commercial District, C-3 Service District, or PUD Planned Unit Development, and the building upon which the Antenna is to attached to must be located within 300 feet of the Wayzata Blvd East right-of-way.

The building for this project is located approximately 50' from the Wayzata Blvd East right-of-way and is currently zoned C-1 Office and Limited Commercial District.

The City Council may, at its sole discretion, consider other sites if the Applicant demonstrates that all other sites that comply with the zoning district and distance requirements above have been considered and deemed infeasible to provide adequate coverage and/or capacity to a significant portion of the City of Wayzata. CUPs for other sites may be approved only after the Applicant demonstrates that there is no other location that complies with the zoning district and distance requirements above that the

Telecommunications Equipment could be located on, and provide substantially the same coverage. In no case can Telecommunications Equipment be located in any residential zoning district, or on parcels of land guided in the Comprehensive Plan for Parks or Public Open Space.

- D. The Antenna shall be attached to the façade of the building or attached on or within a rooftop screening wall (i.e. §801.09.7.2). A façade mounted Antenna shall not extend above the cornice line and a rooftop or screening wall mounted Antenna shall not extend more than fifteen (15) feet above the screening wall. Façade and screening wall mounted Antenna shall, as closely as possible, match the color of the underlying building material.

T-Mobile is proposing to construct the antennas within a rooftop screening wall, but the antennas shall not project above the screening wall and rather will be placed behind them so they will not be visible from any neighboring parcels. The screening wall will be painted to match the color of the exterior of the existing building.

- E. Accessory Equipment shall be entirely located within an existing structure or within rooftop parapet screening walls whenever possible. If a new equipment building is necessary, it shall be situated to the rear or side of the principal use and shall be screened from view by landscaping where appropriate. If a new equipment building is necessary, the building shall be constructed of materials and color scheme compatible with the principal building.

Due to limited space within the building, T-Mobile will be installing their equipment adjacent to the rear of the building on a concrete pad, surrounded on three sides by a wood privacy fence, thus completely screening the ground equipment from view. Significant existing trees, other natural vegetation, and topographical screening already present will also screen it from view to most adjacent properties.

5. General Standards for Telecommunication Facilities.

All Telecommunications Facilities must comply with the following standards (although nothing in this Section 5 shall be read to allow the City to prohibit a Telecommunication Facilities Permit based solely upon a request by the owner/operator for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station and is otherwise an "eligible facilities request" under 47 U.S.C. Section 1455 (a) and 47 C.F.R. Section 1.40001 (c), as the same may be amended.):

- A. Vertical projection on Antenna support structures. Antennas mounted on an existing Antenna Support Structure shall not extend more than 15 feet above the height of the structure to which they are attached. Wall or façade-mounted Antennas shall not extend above the cornice line and shall be constructed of a material or color that matches the exterior of the building.

The antennas will be mounted on the rooftop of the building, and will not extend more than 15' above the rooftop, and will be completely screened from view.

- B. Horizontal projection. Antennas shall not project out from the side of the existing Antenna Support Structure, Telecommunications Tower, or wall or facade by more than three feet.

The proposed antennas will not extend out horizontally from the building and shall be surrounded on all sides by the screening walls.

- C. Fall Zone Analysis. The Applicant must submit a fall zone analysis report completed by a qualified and licensed engineer that shows the Telecommunications Facilities do not pose a threat to general health, safety and welfare of the City.

Proposed Telecommunications Facility will be located on a rooftop. Therefore, this section does not apply.

- D. Setbacks. Telecommunications Facilities shall meet the building setback that is established for the zoning district where it is to be located, and the following additional standards:
1. A Telecommunications Tower shall be set back from all residential property lines at least one (1) foot for each foot in height, but shall have a minimum setback of at least one hundred (100) feet. The Tower setbacks may be increased by the City Council dependent on the results of the engineered fall zone analysis report submitted by the Applicant as part of the permit application.
 2. Towers and Telecommunications Equipment shall not encroach upon any easements unless written permission is obtained from the underlying property owner burdened by the easement and the beneficiary of the easement.
 3. The required setbacks may be reduced or the location in relation to a public street modified, at the sole discretion of the City Council, when the Telecommunications Equipment is integrated into an existing or proposed structure such as a building, light or utility pole.

The proposed facility meets all setbacks.

- E. Height. The height of an Antenna and/or Telecommunications Tower shall be the minimum necessary to meet the Applicant's coverage and capacity needs, as verified by an electrical engineer or other appropriate professional. Any new or replacement Tower and Antenna, including attachments other than lightning rods, shall not exceed 150 feet in height, measured from grade. The City Council may, but shall not be required to, increase this height up to 190 feet if the Council finds: (1) the increase in height would not have a significant visual impact, (2) would not have a negative property value impact on surrounding properties because of proximity, topography or screening by trees or buildings or (3) would accommodate two or more users.

The top of the proposed rooftop structure extends approximately 14' above the height of the roof. This height is the minimum needed in this area to meet T-Mobile's objective.

- F. Exterior surfaces. Towers and Antennas shall be painted a non-contrasting color consistent with the surrounding area such as: blue, gray, green, brown, or silver, or have a galvanized finish to reduce visual impact. Metal Towers shall be constructed of, or treated with, corrosion-resistant material.

The Exterior screening walls will be a color chosen to match the exterior of the existing building to blend in with the existing structure. The antennas themselves will not be visible to neighboring properties.

- G. Ground-mounted equipment. Ground-mounted Accessory Equipment and/or equipment storage facilities shall be architecturally designed to blend in with the surrounding environment, including the principal structure and/or shall be screened from view by suitable vegetation, except where a design of nonvegetative screening better reflects and compliments the character of the surrounding neighborhood. No more than one Equipment Shelter or accessory building is permitted for each Tower. Equipment Shelters or accessory buildings shall be designed to accommodate additional space needed for the co-location of additional Antennas at the site. The additional space must either be built within the first shelter/building or that shelter/building must be designed to allow for future expansions and/or additions. Design of the building or equipment cabinet, screening, and landscaping are subject to applicable Design Standards criteria under Section 801.09 of the Wayzata Zoning Ordinance. The Applicant shall be responsible for maintaining the structure in a high-quality condition. If the Applicant abandons or vacates the structure, it shall be forfeited to the City or torn down by the Applicant at their expense, at the discretion of the City Council.

T-Mobile's ground equipment will be installed on a concrete pad and screened from view on three sides by a wood privacy fence. Color of the fence will be chosen to match with the exterior of the building. Significant existing trees, other natural vegetation, and topographical screening already present will also screen it from view to most adjacent properties.

- H. Construction. Telecommunications Facilities shall be in compliance with all buildings and electrical code requirements. All applicable federal, state and local agency licenses and/or permits shall be obtained. A Telecommunications Tower shall be designed and certified by a licensed structural engineer to be structurally sound and in conformance with the building code. Structural design, mounting and installation of the Telecommunications Facilities shall be in compliance with the manufacturer's specifications. If, upon inspection, the City concludes that a Tower or other portion of a Telecommunications Facility fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the Telecommunication Facility or Tower, the owner shall have thirty (30) days to bring such Tower or Telecommunication Facility into compliance with such standards. Failure to bring such Tower or Telecommunication Facility into compliance with such thirty-day period shall constitute grounds for the removal of the Tower or Telecommunication Facility at the owner's expense.

A passing structural analysis, performed by a structural engineer licensed in the State of MN will be provided along with the Building Permit Application. The project will also comply with all building and electrical code requirements.

- I. Interference with Public Safety Telecommunications. No Telecommunications Tower or Telecommunications Facility shall interfere with public safety Telecommunications. All Towers and Telecommunication Facilities shall comply with FCC regulations and licensing requirements.

The facility will be in compliance with FCC regulations and non-interference with public safety communications. See included letter from T-Mobile's Radio Frequency Engineer for statement on non-interference. Said letter is labeled Exhibit H.

- J. Security Fencing and Screening. Telecommunication Facilities and Towers shall be enclosed by security fencing not less than the height of the equipment located therein and shall also be equipped with an appropriate anti-climbing device. Fencing within one hundred (100) feet of a residential or parking property shall be constructed of a well-designed fence of wood or other environmentally sound material, and be compatible with the surrounding character of the area. The Telecommunication Facilities and Towers shall also include a landscape screen, at least six (6) in height, around the perimeter of equipment area, as approved by the City Council.

The ground station equipment will be surrounded by a wood privacy fence of 7.5' high to completely screen the equipment from adjacent properties.

- K. Other Protections. The City may require shields to protect from ice falling from Towers, anti-climbing devices to prevent unauthorized persons from climbing Towers, or other appurtenances necessary to protect life and property.

Shields should not be required due to the rooftop nature of this installation.

- L. Noise. If the proposed Telecommunications Facility includes equipment that causes significant sound levels, sound buffers may be required including but not limited to, baffling, barriers, enclosures, walls and plantings. The Applicant shall submit an acoustical analysis (measured to the property line) and report prepared by a licensed and/or accredited sound engineer certifying that the noise to be generated from the proposed Telecommunication Facility shall not impact adjacent properties. Said report shall include, without limitation, a written description of all noise generated by the Facility, including retractable monopole motors, Antenna rotators, power generation, heating or air conditioning, and related equipment, and shall include the estimated times, frequency, duration and decibel levels of the noise. All equipment shall conform to Minnesota Pollution Control Agency decibel standards.

The ground equipment shall create minimal noise and will be naturally buffered by the wood privacy fencing, and existing tree and natural vegetation coverage. Additionally, there is no proposed power generator or any other equipment that can cause significant sound levels. The proposed Telecommunications Facility will fully conform to the Minnesota Pollution Control Agency decibel standards.

- M. Sensitive Habitats. No Telecommunication Facility shall be located in environmentally sensitive habitats, including but not limited to wetlands, shorelines, established animal habitats, conservation districts, and significant tree groups, unless mitigation measures can be adopted which would reduce potential impacts to levels of non-significance.

The project is not located in any environmentally sensitive habitats.

- N. Radio Frequency Emissions. Telecommunications Facilities shall comply with Federal Communication Commission standards for radio frequency emissions and interference.

As previously stated, the site shall be in full compliance with FCC regulations. See included letter from T-Mobile's Radio Frequency Engineer for more information. Said letter is labeled Exhibit H.

- O. Interference. No Telecommunication Facility shall be permitted that causes interference with commercial or private use and enjoyment of other legally operating telecommunications devices including, but not limited to, radios, televisions, personal computers, telephones, personal communications devices, garage door openers, security systems, and other electronic equipment and devices in violation of any Federal Communication Commission standards relating to radio frequency interference. Unless otherwise prohibited by Federal Communication Commission standards, an Applicant shall furnish a state registered engineer's certification that no such interference shall occur, or identify what interference may occur and how the Applicant shall mitigate any potential interference that may occur.

See attached letter from T-Mobile's Radio Frequency Engineer regarding FCC compliance and non-interference. Said letter is labeled Exhibit H.

- P. Risk of Danger. Telecommunications Facilities and Towers shall not pose a risk of explosion, fire, or other danger due to its proximity to volatile, flammable, explosive or hazardous materials. Telecommunication Facilities, Towers, Antennas, and Accessory Equipment shall be subject to state and federal regulations pertaining to non-ionizing radiation and other health hazards related to such Facilities. If new, more restrictive standards are adopted, the Facilities shall be made to comply or continued operations may be restricted by the City Council. The cost of verification of compliance shall be borne by the Applicant.

T-Mobile will ensure that the facility is in compliance with all FCC regulations regarding radio frequency emissions. Should new testing or verification be required at a later date, T-Mobile will be responsible for such testing.

- Q. Maintenance. All Telecommunication Facilities and Towers shall at all times (i) be kept and maintained in good condition, order and repair so that the same shall not menace or endanger the life or property of any person, and (ii) allow sufficient access for service vehicles and personnel. Maintenance of equipment shall be scheduled for between 7:00am-6:00pm, Monday through Friday, unless in case of emergency or otherwise agreed to by the City. Service vehicles for equipment maintenance shall be parked on city streets, unless paved and screened off-street is available at the site. In the case of maintenance of Telecommunication Facilities on the City Water Tower, service vehicles shall park on the service entrance of the City Water Treatment Plant, whenever possible.

T-Mobile will comply with all requirements regarding maintenance work to their facility.

- R. Co-location opportunity. The Applicant, the Tower owner, the landowner, and their successors and assigns shall allow the shared use of the Tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use, shall submit a dispute over the potential

terms and conditions to binding arbitration, and shall sign the Conditional Use Permit agreeing to these requirements. The City Council may waive these co-location requirements if necessary to implement stealth design.

1. All Telecommunications Facility providers shall cooperate with each other in co-locating Telecommunication Facilities and shall exercise good faith in co-locating with other licensed carriers and in the sharing of sites, including the sharing of technical information necessary to evaluate the feasibility of collocation. In the event a dispute arises as to a co-location issue, the City may require a third-party technical study to evaluate the feasibility of co-locating at the expense of each wireless telecommunications providers involved in the third-party study;
2. All proposed new Telecommunications Towers shall be designed to accommodate both the Applicant's Antennas and Antennas for as many other licensed carriers as can be technically located thereon, but not less than one additional;
3. All new Telecommunications Facilities and Towers owned by a telecommunications provider shall be made available for use by the owner or initial user thereof, together with as many other licensed carriers as can be technically located thereon, but not less than one additional;
4. All proposed new Telecommunications Towers shall be designed to allow for future rearrangement of Antennas or Tower modifications, and to accept Antennas mounted at varying heights unless the City otherwise agrees in order to accommodate Stealth Design techniques;

The proposed project does not constitute a tower, but T-Mobile will not hinder the future possibility of additional collocation on the rooftop.

- S. Successors and Assigns. Any Permit or lease for a Telecommunications Facility shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.
- T. External messages. No advertising message or identification signs, other than warning or equipment information signs as legally required, shall be affixed to the Telecommunications Facilities.

T-Mobile will install no signage other than what is required by law.

- U. Lighting. Telecommunications Facilities or Towers shall not be artificially illuminated unless required by law or by a governmental agency to protect the public's health and safety or unless necessary to facilitate service to groundmounted equipment. Any lighting or artificial illumination utilized shall be shielded and not cast glare onto adjacent properties. All lighting shall be measured to the property line.

The only lighting needed for this project is a building mounted light, activated by motion sensors, located within the fenced area on the ground to illuminate the area in case of work after dark.

- V. On-site employees. There shall be no employees on the site at a Telecommunications Facility on a permanent basis. Occasional or temporary repair and service activities are allowed.

The new facility will be an unmanned facility.

- W. Advances in Stealth Technology. Whenever an applicant proposes to install and/or replace antennas or other telecommunications equipment, the Applicant shall submit a report describing all available technology for installation or replacement. The report shall include the purpose of equipment to be installed (expand coverage, expand capacity, expand bandwidth, etc.) and the performance specifications and physical dimensions of the equipment. The report conclusions must provide an analysis of performance versus visual impacts and/or stealth technology. The City retains the right to evaluate the reports analysis and perform a third party technical review at the applicants cost. The City shall have the ability to require the stealth or lower visual profile equipment based on the third party technical recommendation.

Because all equipment and antennas shall be screened from view, the type or number of antennas matters not at all.

- X. Removal. After one hundred twenty (120) days' notice from the City to the Permit Holder all Telecommunications Facilities, Antennas, or Towers shall be required to be removed at the Permit Holder's expense, if such improvement is found to be in violation of any portion of this Ordinance by the City and such violation is not cured within such thirty day time period. Obsolete or unused Telecommunications Facilities and all related equipment shall be removed within six (6) months after cessation of their use at the site, unless an exemption is granted by the City Council. Telecommunications Facilities and related equipment that have become hazardous shall be removed or made not hazardous within 30 days after written notice to the current Permit Holder and to any separate landowner, unless an exemption is granted by the City Council. Notice may be made to the address listed in the application, unless another one has subsequently been provided, and to the taxpayer of the property listed in the Hennepin County tax records. Telecommunications Facilities and all related equipment that are not removed within this time are declared to be public nuisances and may be removed by the City. The City may assess its costs of removal against the Property.
- Y. No Recourse Against the City. Every permit shall provide that, without limiting such immunities as the City or other persons may have under applicable law, an Applicant/Permit Holder shall have no monetary recourse whatsoever against the City or its elected officials, boards, commissions, agents, employees or volunteers for any loss, costs, expense or damage arising out of any provision or requirement of this Ordinance or because of the enforcement or lack of enforcement of this Ordinance or the City's exercise of its authority pursuant to this Ordinance, a permit, a lease, or other applicable law, unless the same shall be caused by criminal acts or by willful gross negligence. Nothing herein shall be construed as a waiver of sovereign immunity.
6. Applications for Telecommunications Facilities
- A. An application for a Telecommunications Facility Permit for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station shall include information sufficient to demonstrate that the modification meets the standards set forth in 47 C.F.R. Section 1.40001.
- B. For all other applications for Telecommunications Facilities, including Telecommunication Facilities Permit or Conditional Use Permit, the following requirements apply. In addition to an Applicant's name, address, certificate of survey, grading and landscaping plans, and other such similar information, an application for a permit under this Section shall include the following:

1. A scaled site plan clearly indicating the location, type and height of the proposed Telecommunication Facility, Tower, or Antenna, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed equipment and any structures, topography, parking and any other information deemed by the City Staff to be necessary to assess compliance with this Section.

See attached Site Plans and Zoning Drawings for all requested information. Said documents are labeled Exhibit B.

2. A visual simulation of the proposed Telecommunication Facility Tower or Antenna. Visual simulation shall consist of either a physical mock-up of the Telecommunication Facility Tower or Antenna, balloon simulation, computer simulation, photo simulation, or other similar simulation. In instances where the proposed Telecommunications Facility Tower or Antenna is located near a residential area, photo simulations shall be submitted of the proposed Telecommunication Facility Tower or Antenna from the nearest residential neighbors unless the owners of such residential property refuse to allow the required photo to be taken.

See attached photo-simulations of the proposed rooftop antenna facility. Said photo-simulation is labeled Exhibit F.

3. A report from a qualified and licensed professional engineer which:
 - a) Demonstrates that the Telecommunication Facility, Tower, Antenna and/or Accessory Equipment comply with the structural and electrical standards of this Section.
 - b) Describes the Tower height, if utilized.
 - c) Documents the height above grade for all potential mounting positions for co-locating Antennas and the minimum separation distance between Antennas.
 - d) Describes the Tower's capacity, if utilized, including the number and type of Antennas it can accommodate.
 - e) A network map describing all of the Applicant's Telecommunications Facilities which provide any coverage within the City's limits.
 - f) Documents what steps the Applicant shall take to avoid interference with established public safety Telecommunications.
 - g) Includes an engineer's stamp and registration number.

All included information is provided in site plan and zoning drawings along with attached propagation maps and letter from T-Mobile's Radio Frequency Engineer.

4. A written statement acknowledging that failure to comply with this Section and the conditions of permit approval shall result in the revocation of the permit and removal of the Telecommunications Facility, Antenna, and/or Tower;

This is included in the original cover letter.

5. Documentation that the Applicant has applied for and/or obtained any licenses and/or approvals that are required by federal and state agencies.

T-Mobile can provide evidence of their FCC licenses as needed. Collocation Exemption Letter is included as Exhibit I, which exempts this project from full section 106 review.

6. A written statement indicating that the expenses incurred by the City to review and process the application, and to enforce the provisions of the permit shall be reimbursed by the Applicant.

Statement included in cover letter.

7. A written statement which requires the Applicant to utilize the procedures established by the Federal Communications Commission to resolve any complaints received relating to interference allegedly caused by the Telecommunications Facility, Antenna, and/or Tower.

Statement included in cover letter.

8. A written statement indicating that the Applicant shall cooperate in good faith and fair dealing in co-locating Telecommunications Facilities, Antenna and/or Towers.

Statement included in cover letter.

9. A written statement indicating that the Telecommunications Facility, Antenna, and/or Tower shall be maintained in good and safe condition and its original appearance and concealment, disguise or camouflage elements incorporated into the design at the time of approval shall be preserved. Such maintenance shall include, but not be limited to, painting, repair of equipment, and maintenance of landscaping.

Statement included in cover letter.

10. A written statement authorizing the City to conduct periodic inspections to determine that the Telecommunications Equipment complies with the provisions of this Section, any conditions of approval and all safety and building codes and permits issued. This statement shall give the City the right to conduct such inspections at any time upon a reasonable notice of five (5) business days to the Applicant, and that all expenses related to such inspections shall be borne by the Applicant.

Statement included in cover letter.

11. A written statement indicating that the Applicant understands that Telecommunications Facilities, Antennas, and/or Towers which have not been used for six (6) months shall be deemed abandoned, and shall be removed pursuant to this Section.

Statement included in cover letter.

12. A written statement requiring the Applicant or current Permit Holder to notify the City that the Telecommunications Facility, Antenna, and/or Tower continue to be in operation. The notice of continuing operation shall be sent to the City Manager annually by certified mail within the last two (2) weeks of the month of December. The City shall provide written notice of failure to provide the required statement with a requirement that such statement be provided within 14 days from the date of such notice.

Statement included in cover letter.

EXCERPTS FROM SECTION 801.04 REGARDING CONDITIONAL USE PERMITS

801.04.4: INFORMATION REQUIREMENT:

The information required for all conditional use permit applications generally consists of the following items, and shall be submitted when requested by the City:

A. Site Development Plan:

1. Location of all buildings on lots including both existing and proposed structures. **Included in site plan and zoning drawings.**
2. Location of all adjacent buildings located within three hundred fifty (350) feet of the exterior boundaries of the property in question. **Included in site plan and zoning drawings.**
3. Location and number of existing and proposed parking spaces. **Included in site plan and zoning drawings. No new proposed spaces are included and all existing parking spaces shall remain. Telecommunications facility shall not require any new additional spaces due to it being an unmanned facility.**
4. Vehicular circulation. **No change from previous plans as the facility shall not create any additional traffic.**
5. Architectural elevations (type and materials used in all external surface). **Included in site plan and zoning drawings.**
6. Location and type of all proposed lights. **Included in site plan and zoning drawings. Only one light is proposed, a motion sensor light overlooking the ground equipment area in the rear of the building.**
7. Curb cuts, driveways, number of parking spaces. **Included in site plan and zoning drawings. No new curb cuts, driveways or parking spaces are proposed. All existing shall remain unchanged.**
8. Site plan details such as trash receptacles, etc. **Most details are included, but no new trash receptacles shall be needed.**
9. Site and project model. **Included in site plan and zoning drawings.**

B. Dimension Plan:

1. Lot dimensions and area. **Included in site plan and zoning drawings.**
2. Dimensions of proposed and existing structures. **Included in site plan and zoning drawings.**
3. "Typical" floor plan and "typical" room plan. **Not applicable to this project.**
4. Setbacks of all buildings located on property in question. **Included in site plan and zoning drawings.**
5. Proposed setbacks. **Included in site plan and zoning drawings.**
6. Sanitary sewer and water plan with estimated use per day. **Not applicable. No sewer needed for telecommunications project.**

C. Grading Plan:

1. Existing contours. **Included in site plan and zoning drawings.**
2. Proposed grading elevations. **No grading will be needed.**
3. Drainage configuration. **Minor ground equipment should have little to no effect on existing drainage.**
4. Storm sewer catch basins and invert elevations. **Not applicable for this project given the minimal amount of disturbed ground.**

5. Spot elevations. **Included in site plan and zoning drawings.**
 6. Proposed road profile. **Not applicable.**
 7. Erosion control measures. **Not applicable due to minimal disturbed ground.**
- D. Landscape Plan:
1. Location of all existing trees, type, diameter, and which trees will be removed. **Included in site plan and zoning drawings.**
 2. Location, type and diameter of all proposed plantings. **No new plantings are proposed.**
 3. Location and material used for all screening devices. **Included in site plan and zoning drawings.**

Exhibit C

Steve Arendt
816 Wayzata Associates LLC
800 East Wayzata Boulevard, Suite 300
Wayzata, MN 55391

May 17, 2017

City of Wayzata
Attn: Jeff Thomson
600 Rice Street E
Wayzata, MN 55391

RE: T-Mobile Telecommunications Project at 800 E. Wayzata Blvd, Wayzata, MN

Dear Mr. Thomson,

On behalf of 816 Wayzata Associates LLC, the owners of the property located at 800 E. Wayzata Blvd, please consider this letter as evidence in support of T-Mobile's rooftop project at this same location.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Arendt', written in a cursive style.

Steve Arendt
Partner
816 Wayzata Associates LLC

4758584

Form No. 1-M

Miller-Davis Co., Minneapolis
Minnesota Uniform Conveyancing Blanks (Revised 1976)

This Indenture, Made this 29th day of November, 1982
between Vernon W. Lund, a widower and not remarried

of the County of Hennepin and State of Minnesota,
part Y of the first part, and 816 Wayzata Associates, a partnership

of the County of Hennepin and State of Minnesota,
part Y of the second part,

Witnesseth, That the said part Y of the first part, in consideration of the sum of
One Dollar and other good and valuable consideration to him,
to him in hand paid by the said part Y of the second part, the receipt whereof is
hereby acknowledged, do es hereby Grant, Bargain, Sell, and Convey unto the said part Y
of the second part, its successors and assigns, Forever, all the tract or parcel of land lying
and being in the County of Hennepin and State of Minnesota, described as follows,
to-wit:

Northeasterly thirty feet of Lot 12 and Southwesterly one-third of Lot 1,
Block 10, "Wayzata Revised", according to the recorded plat thereof.

Subject to restrictions and easements of record, if any.

C. V. FILED: ☒ NOT REQ. ☐



DEC 8 1982

BY L. Lund

Send Real Estate Tax Statements To:

Don Rogers

816 Wayzata Associates

Wayzata, MN 55391

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED
IN THIS INSTRUMENT SHOULD BE SENT TO:

State Deed Tax: \$80.30

816 Wayzata Associates
210 First National Bank Building
Wayzata, MN 55391

To Have and to Hold the Same, Together with all the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, to the said part Y of the second part, its successors
heirs and assigns, Forever. And the said

part Y of the first part, for his heirs, executors and administrators, do es
covenant with the said part Y of the second part, its successors and assigns, that he is
well seized in fee of the lands and premises aforesaid, and he is good right to sell and convey the
same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said part Y of the second part, its successors and assigns, against all persons lawfully claiming
or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the
said part Y of the first part will Warrant and Defend.

In Testimony Whereof, The said part Y of the first part he is hereunto set his
hand the day and year first above written.

Vernon W. Lund

Doc. No.
WARRANTY DEED
Individual to Individual

TO

Office of County Recorder
State of Minnesota

County of

I hereby certify that the within Deed
was filed in this office for record on the
19th day of
1982, at o'clock
and was duly recorded in Book
of Deeds, page
and was duly recorded as instrument
No.

County Recorder.

By Deputy.

No Delinquent Taxes and Transfer
entered this day of

County Auditor.

By Deputy.

The statements for the real property
described in this instrument should be
sent to:

Name

Address

DEC 9 1982

4758584

DEC-9-82 8 58 4 \$ 005.0000

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED AND
RECORDED IN

1982 DEC -9 AM 9:33

AS DOCUMENT 4758584

RECORDED BY

DEPUTY

No delinquent taxes and transfer entered
DEPARTMENT OF PROPERTY TAXATION
HENNEPIN COUNTY MINN.

DEC 8 1982

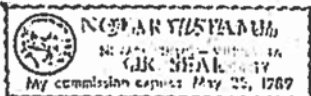
BY
DEPUTY

State of Minnesota,

County of Hennepin

The foregoing instrument was acknowledged before me

this 29th day of November, 1982



THIS INSTRUMENT WAS DRAFTED BY

KOENIG & BORN

2305 Commerce Blvd.

(Name)

Mound, Minn. 55364

(Address)

Vernon W. Lund, a widower and not

remarried

(NAME OF PERSON ACKNOWLEDGED)

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

(TITLE OR RANK)

Peter W. Johnson
Hennepin County
May 25, 89

Larson & Lambert

Form No. 3-M-WARRANTY DEED

Minnesota Uniform Conveyancing Blanks (1978)

4758585 502088 Miller-Davis Co., Minnesota

Individual (s) to Corporation or Partnership

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required Certificate of Real Estate Value No.

DEC 8 1982 19

VERNON J. HOPPE HENNEPIN COUNTY, MINN. County Auditor

by DEC 8 1982 Deputy

STATE DEED TAX DUE HEREON: \$ 154.00

Date: DECEMBER 1, 19 82

FOR VALUABLE CONSIDERATION, Lou Fegers and Marilyn E. Fegers, husband and wife (marital status), Grantor (s),

hereby convey (s) and warrant (s) to 816 Wayzata Associates, a general partnership under the laws of Minnesota, Grantee, real property in Hennepin County, Minnesota, described as follows:

Lot 2, Block 10, Wayzata Revised, Hennepin County, Minnesota, except road, according to the plat thereof on file or of record in the office of the County Recorder of Hennepin County, Minnesota.

(If more space is needed, continue on back) together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: that certain mortgage dated June 30, 1973, filed September 19, 1973 as Document No. 4043174, in favor of Jerome E. Manning, a/k/a J. E. Manning and Florence A. Manning, husband and wife, in the original principal amount of \$60,000.00.

Affix Deed Tax Stamp Here

Lou Fegers
Marilyn E. Fegers

STATE OF MINNESOTA
COUNTY OF HENNEPIN ss.

The foregoing instrument was acknowledged before me this 1st day of December, 19 82, by Lou Fegers and Marilyn E. Fegers, husband and wife

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)
CAROL T. GARNER
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires June 24, 1988

CAROL T. GARNER
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

816 Wayzata Associates
210 First National Bank Building
Wayzata, MN 55391

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
LARSON & LAMBERT
326 South Broadway
Wayzata, MN 55391

STATE OF MINNESOTA
DEPT. OF TAXATION
DEED
STAMP DEC-82
TAX
154.00

DEC-9-82 8.5,8.5 \$ 005.00

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED AND CORRECTED

1982 DEC -9 AM 9:33
AS DOCUMENT 4758585
CO. RECORDER
DEPUTY

(reserved for recording data)

DEC 18 1982 5:00 PM 17-22-11-90

4801597

06-117-22-13-00-27

This Indenture, Made this 31st day of May, 1983,
between GEORGE C. LEVERING and JANE D. LEVERING, husband and wife,

of the County of Hennepin and State of Minnesota,
parties of the first part, and 816 WAYZATA ASSOCIATES,
a general partnership,
XXXXXXX under the laws of the State of Minnesota, party of the second part,

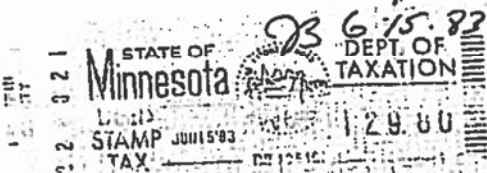
Witnesseth, That the said parties of the first part, in consideration of the sum of
One and no/100 (\$1.00) DOLLAR and other good and valuable consideration *** XXXXXXXX,
to them in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said party of the second part,
its successors and assigns, Forever, all the tract or parcel of land lying and being in the County
of Hennepin and State of Minnesota, described as follows, to-wit:

Northeasterly 2/3 of Lot 1, Block 10, Wayzata "Revised", Hennepin County,
Minnesota, except road.

Tax statements for the real
property described in this
instrument should be sent to:

816 WAYZATA ASSOCIATES - grantee
210 First National Bank Building
Wayzata, Minnesota 55391

E. V. FILED ☒ NOT REQ. ☐



State Deed Tax due hereon: \$129.80

To Have and to Hold the Same, Together with all the hereditaments and appurtenances
thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and
assigns, Forever. And the said George C. Levering and Jane D. Levering,
husband and wife,
parties of the first part, for them, their heirs, executors and administrators, do
covenant with the said party of the second part, its successors and assigns, that they are well
seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in
manner and form aforesaid, and that the same are free from all incumbrances, EXCEPT
reservations, restrictions and easements of record, if any; AND EXCEPT any unpaid real
estate taxes and special assessments, levied or pending, which the grantee herein is
obliged to pay by prior agreement.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim
the whole or any part thereof, subject to incumbrances, if any, heretofore mentioned, the said parties
of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their
hands, the day and year first above written.

George C. Levering

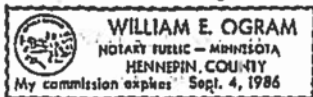
Jane D. Levering

State of Minnesota, }

County of Hennepin

The foregoing instrument was acknowledged before me

this 31st day of May, 1983,



George C. Levering and Jane D. Levering,
by husband and wife
(NAME OF PERSON ACKNOWLEDGED)

William E. Ogram
(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

(TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY
GEORGE LEVERING ASSOCIATES, INC.

1055 E. Wayzata Blvd., Ste. 100
Wayzata, Minnesota 55391
(Name)
(Address)

4801597

JUN 15 83 1 59 7 \$ 005.0000



No delinquent taxes and transfer entered
DEPARTMENT OF PROPERTY TAXATION
HENNEPIN COUNTY MINN

JUN 15 1983

John P. [Signature]
DEPUTY
JUN 15 1983

Minnesota Form No. 3

Doc. No.

WARRANTY DEED

Individual to Corporation

To:

Office of County Recorder
State of Minnesota

County of

I hereby certify that the within Deed
was filed in this office for record on the

19 day of M.,

and was duly recorded in Book

of Deeds, page or

☐ Copied ☐ Microfilmed

and was duly recorded as instrument

No.

County Recorder.

By Deputy.

No Delinquent Taxes and Transfer

entered this day of

19

County Auditor.

By Deputy.

Tax statements for the real property

described in this instrument should be

sent to:

Name

Address

JUN 15 1983

BOX 121

Exhibit F
Photo-Simulation Locations





BEFORE



AFTER

800 WAYZATA BLVD

View from South looking North





BEFORE



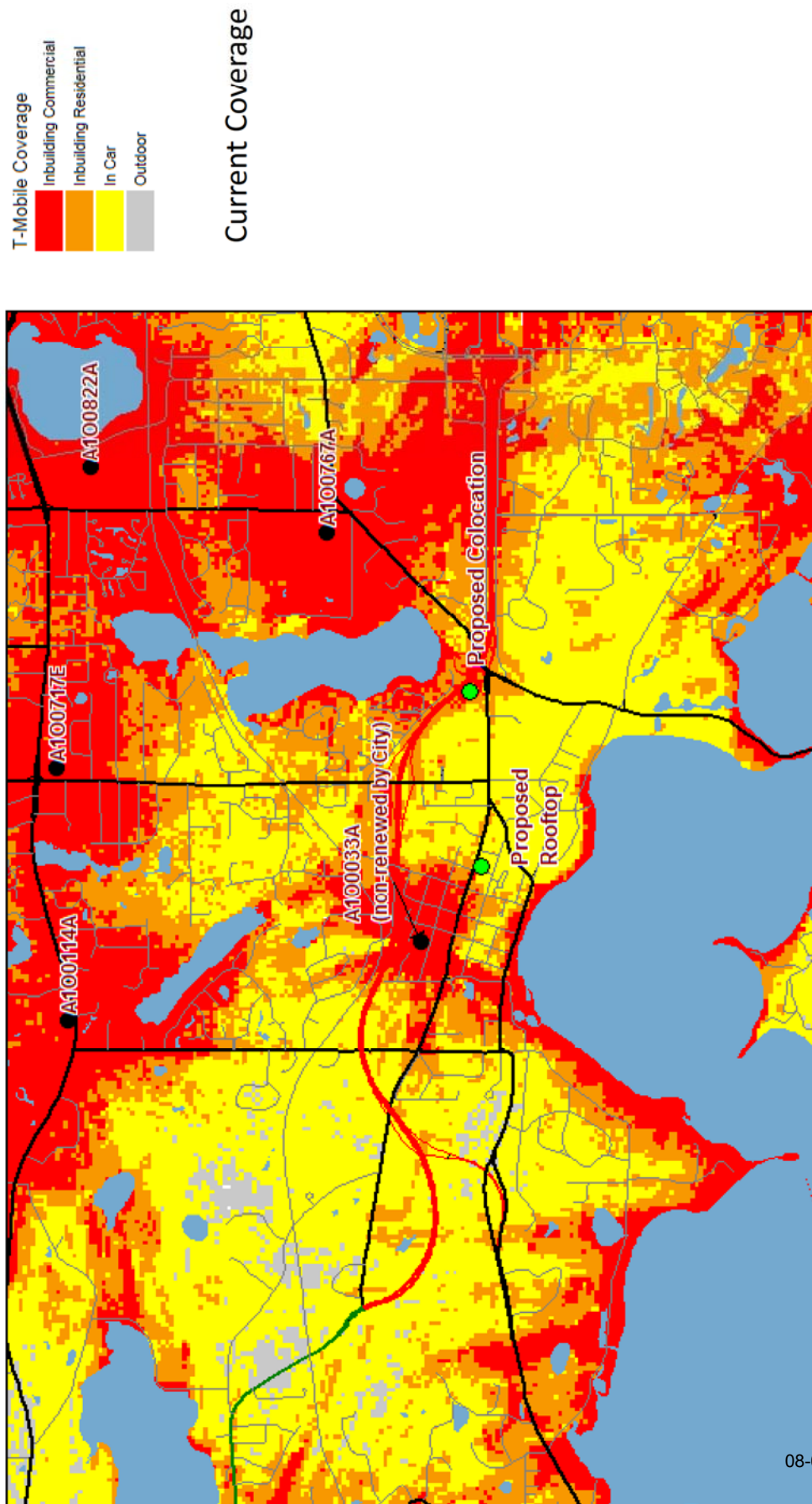
AFTER

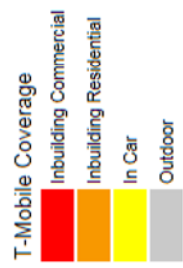
800 WAYZATA BLVD

View from North looking South

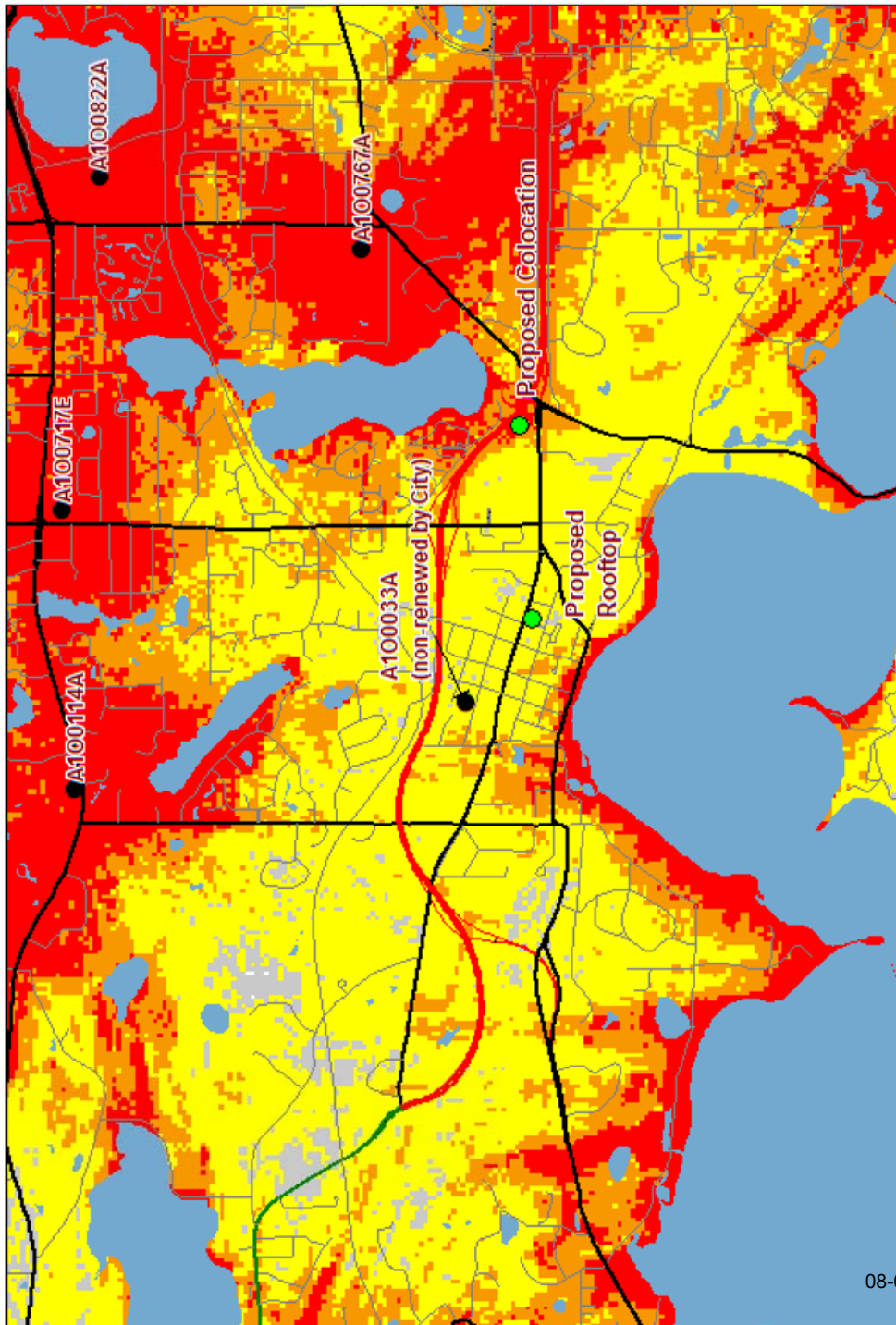


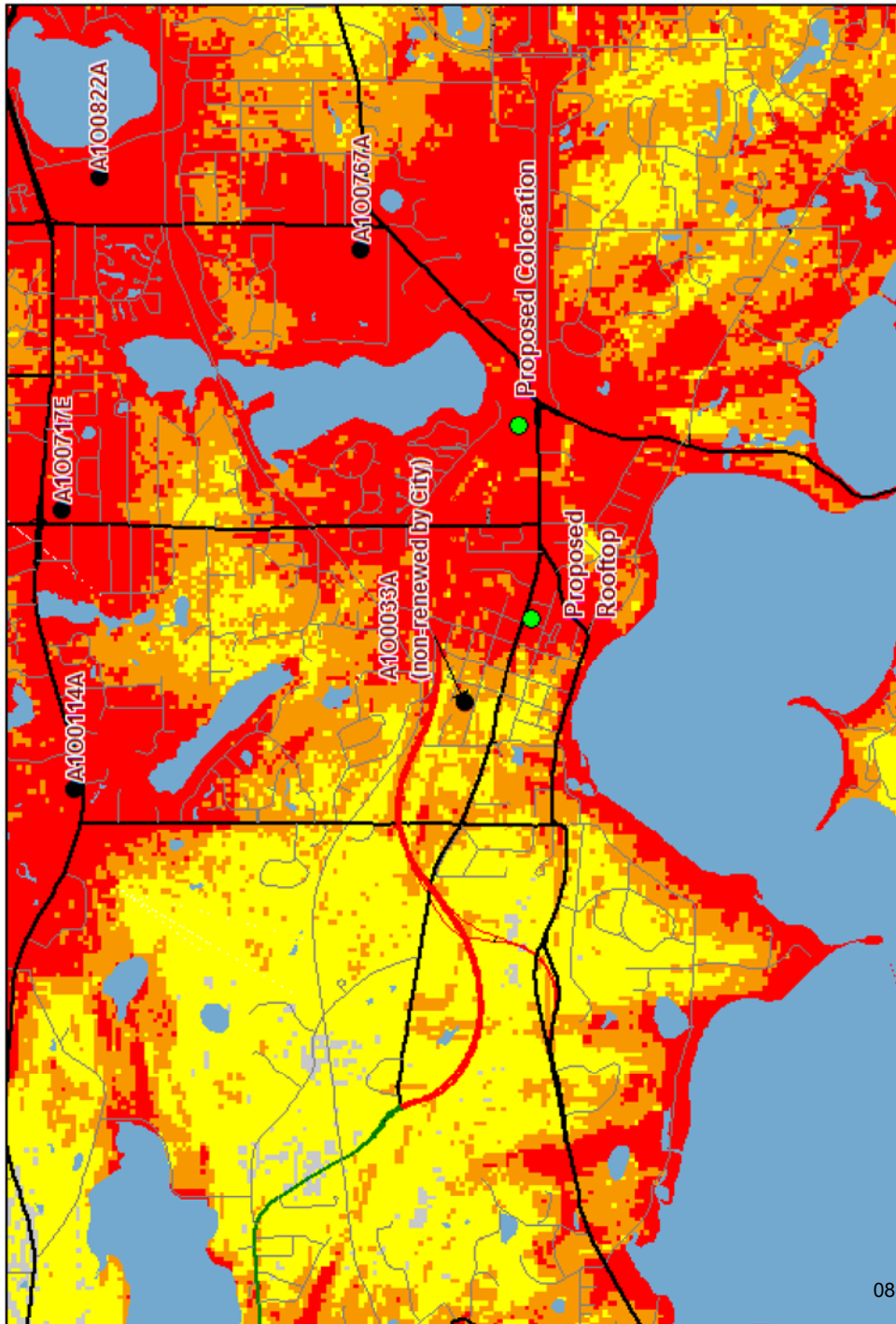
Exhibit G





Future Coverage (2018)





T-Mobile Coverage

- Inbuilding Commercial
- Inbuilding Residential
- In Car
- Outdoor

Proposed Coverage Solution

Exhibit H

To: Mick McManman, Site Development Manager, T-Mobile USA
CC: Lori Leblanc, Real Estate & Zoning Manager, T-Mobile USA
From: Joshua Mathews, Senior RF Engineer, T-Mobile USA
Date: 5/09/2017
Re: Proposed Wayzata Sites A1O0960A & A1O0962A

I am the Senior Engineer responsible for the design and location of these sites. I have been doing wireless network design for 19 years, and have planned, built, and upgraded hundreds of sites. I have been asked to detail the goals, frequencies, and possibilities of interference at our proposed rooftop site at 800 Wayzata Blvd (A1O0960A) and our site colocation at 1405 Wayzata Blvd (A1O0962A).

These sites are designed to replace the coverage of our site on the Wayzata water tower (A1O0033A), which is scheduled to be decommissioned later this year. Our target area is the suburban core of Wayzata that is currently served by A1O0033A. A1O0960A is centrally located in this target area, and will sufficiently cover it. A1O0962A will fill in weak areas on the Eastern side of our target area.

The frequencies used by our equipment will be restricted to the bands as follows:

Transmit:

PCS B Block (1950 to 1965 MHz)
PCS D Block (1945 to 1950 MHz)
AWS D Block (2135 to 2140 MHz)
AWS E Block (2140 to 2145 MHz)
AWS F1 and F2 Blocks (2145 to 2155 MHz)
700A Block (698 to 704 Mhz)

Receive:

PCS B Block (1870 to 1885 MHz)
PCS D Block (1865 to 1870 MHz)
AWS D Block (1735 to 1740 MHz)
AWS E Block (1740 to 1745 MHz)
AWS F1 and F2 Blocks (1745 to 1755 MHz)
700A Block (728 Mhz to 734 Mhz)

These bands apportioned to T-Mobile by the FCC and are well isolated from other bands used by public safety communication systems. There have been no incidences of interference with public safety systems on our existing sites.

Our license from the FCC states that we can not transmit outside of our assigned frequency blocks. One of the penalties listed is loss of our license. We take interference very seriously, and in the rare event that any interference occurred, we would work to correct it as quickly as possible.

Exhibit I



COLLOCATION EXEMPTION LETTER

12/08/2016

A100960

800 Wayzata Blvd
Wayzata, MN 55391

Impact7G, Inc (Impact7G) has performed a historic and cultural review pursuant to the Nationwide Programmatic Agreement (Programmatic Agreement) for the collocation for the project referenced above.

As noted in the Programmatic Agreement, wireless antennas may be mounted on buildings or non-tower structures without such collocation being reviewed under Subpart B of 36 CFR Part 800, provided none of the items listed below are true:

1. Is the building or structure over 45 years old?
2. Is the building or structure located inside the boundary of a historic district and are some of the antennas or equipment needed for the collocation visible from outside the building or structure?
3. Does the facility meet both of the following requirements:
 - a. The building or structure is inside the boundary or within 250 feet of a historic district, and
 - b. The antenna on the building or non-tower structure is visible from ground level anywhere within the historic district?
4. Is the building or structure **designated** as a National Historic Landmark, or **listed in or eligible for listing** in the National Register of Historic Places?
5. Has the FCC notified the owner that the FCC has received a complaint that the collocation will have an adverse effect on a historic property?

Based on information provided by the property owner representative for Copeland Buhl, Mr. Steve Arendt, and based on Impact7G's research and review, this building/structure was constructed in approximately **1983** and none of the aforementioned items were found to be true for this project. Therefore, in accordance with the Programmatic Agreement, this undertaking is not subject to review under Subpart B of 36 CFR Part 800.

Reviewed by:

A handwritten signature in black ink, appearing to read "Amber Haukedahl".

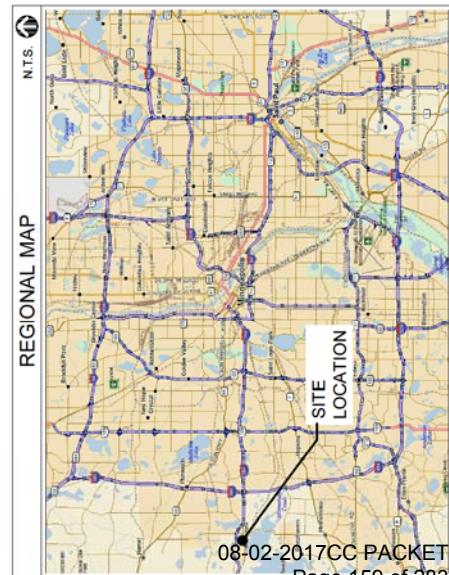
Amber Haukedahl
Impact7G, Inc.

Exhibit B

T-Mobile

8000 WEST 78TH STREET, SUITE 400
EDINA, MN 55439

SITE NUMBER: A100960A
SITE NAME: 800 WAYZATA BLVD.



08-02-2017CC PACKET
Page 159 of 283



NO.	DATE	BY	DESCRIPTION
1	05/12/17	ML	ISSUED FOR ZONING
2	05/12/17	ML	ISSUED FOR REVIEW
3	05/12/17	ML	ISSUED FOR ZONING

A100960A
800 WAYZATA
BLVD.

800 WAYZATA BLVD
WAYZATA, MN 55391

DRAWN BY:	ML
CHECKED BY:	DM
DATE:	10/25/16
PROJECT #:	99-008

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

SHEET #	TITLE SHEET	REV
T-1	TITLE SHEET	B
Z-1	ZONING PLAN	B
LP	LOCATION PLAN	B
C-1	ENLARGED SITE PLAN	B
C-2	SITE GRADING PLAN	B
A-1	ROOF PLAN	B
A-2	EQUIPMENT DETAILS	B
A-3	EQUIPMENT DETAILS	B
A-4	EQUIPMENT DETAILS	B
S-1	STRUCTURAL PLAN & DETAILS	B
S-2	FRP PLAN & DETAILS	B
S-3	STRUCTURAL DETAILS	B
ANT-1	SITE ELEVATION	B
ANT-2	ANTENNA CONFIGURATION	B
E-1A	UTILITY ROUTING PLAN	B
E-2	GROUNDING PLAN	B
E-3	GROUNDING DETAILS	B
SP-1	GENERAL NOTES AND SPECIFICATIONS	B
SP-2	GENERAL NOTES AND SPECIFICATIONS	B
1	SURVEY ATTACHMENT	B

FULL SCALE PRINT IS ON 22"x34" MEDIA

CONSULTANT TEAM

PENDING APPROVAL OF JURISDICTION, THE FOLLOWING PARTIES HAVE REVIEWED THE DESIGN WITH THEIR FUNCTIONAL RESPONSIBILITIES AND HAVE APPROVED THIS PROJECT FOR CONSTRUCTION. CONTRACTORS MAY NOT START CONSTRUCTION WITHOUT A NOTICE TO PROCEED (NTP) FROM T-MOBILE.

PRINT NAME	SIGNATURE	DATE
LANDLORD		
PRECON MGR		
DEVELOP. MGR		
CONST. INSP.		
AAE MANAGER		
RF ENGINEER		
OPERATIONS		
ZONING REP.		
UTILITIES		

CONTACTS
APPLICANT: T-MOBILE USA 8000 WEST 78TH STREET, SUITE 400 EDINA, MN 55439
PROPERTY OWNER: 818 WAYZATA ASSOCIATES 818 WAYZATA BLVD, SUITE 300 WAYZATA, MN 55391 STEVE ARENDT (852) 478-7143
SITE ACQUISITION: 1300 ENERGY PARK DRIVE, SUITE 210 ST. PAUL, MN 55108 (651) 225-0793 www.bujellconsulting.com KRISTIAN OLSON (CONTACT) TEL: (651) 789-9340
CONSULTANT TEAM
PROJECT CONSULTANT: TERRA CONSULTING GROUP, LTD. 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 STRUCTURAL ENGINEER: HUTTENBACH ENGINEERING TEL: (830) 513-6711

UTILITIES
FIBER PROVIDER: T.B.D.
POWER PROVIDER: T.B.D.

CALL 48 HOURS BEFORE DIGGING
GOPHER STATE ONE CALL
TWIN CITIES AREA (651) 454-0002
MN. TOLL FREE 1-800-252-1166

SCOPE OF WORK
1. THE SCOPE OF WORK CONSISTS OF WIRELESS INSTALLATION: INSTALLATION OF (6) NEW ANTENNAS ON NEW ANTENNA PIPE MOUNTS INSTALLATION OF (12) NEW RRUS (REMOTE RADIO UNITS) INSTALLATION OF (2) COVPS INSTALLATION OF (1) HYBRID CABLES INSTALLATION OF (1) RACK TABLE & EQUIPMENT CABINET SET ON NEW CONCRETE SLAB
PROJECT LOCATION
SITE ADDRESS: 800 WAYZATA BLVD WAYZATA, MN 55391 LATITUDE: N 44° 58' 16.93" NAD 83 (FROM 1A LETTER) LONGITUDE: W 93° 30' 30.00" NAD 83 (FROM 1A LETTER)
BUILDING SUMMARY
OCCUPANCY CLASSIFICATION: UNMANNED TELECOMMUNICATIONS FACILITY CLASSIFICATION: EXISTING BUILDING (GENERAL OFFICE BUILDING) PROJECT CONSTRUCTION TYPE: PROPOSED WIRELESS INSTALLATION ZONING CLASSIFICATION: C-1 OFFICE & LIMITED COMMERCIAL DISTRICT

APPLICABLE CODES
ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES: -2012 INTERNATIONAL BUILDING CODE -2014 NATIONAL ELECTRIC CODE (NEC) -TIA/EIA-222-G OR LATEST EDITION IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

SPECIAL NOTES
HANDICAPPED REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION HANDICAPPED ACCESS REQUIREMENTS NOT REQUIRED PLUMBING REQUIREMENTS: FACILITY HAS NO PLUMBING OR REFRIGERANTS EAA AND ECC REQUIREMENTS: THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REQUIREMENTS CONSTRUCTION REQUIREMENTS: ALL WORK MUST CONFORM TO T-MOBILE CONSTRUCTION INSTALLATION STANDARDS & ALL APPLICABLE CODES AND ORDINANCES

8000 WEST 70TH STREET,
EDEN PRAIRIE, MN 55424

600 BUSSE HIGHWAY
P.O. BOX 400
P.O. BOX 400
P.O. BOX 400
P.O. BOX 400

NO.	DATE	BY	DESCRIPTION
1	05/17/17	ML	ISSUED FOR REVIEW
2	05/17/17	ML	ISSUED FOR ZONING

A100960A

800 WAYZATA BLVD

BLVD.

800 WAYZATA BLVD
WAYZATA, MN 55391

DRAWN BY: ML

CHECKED BY: DM

DATE: 10/25/16

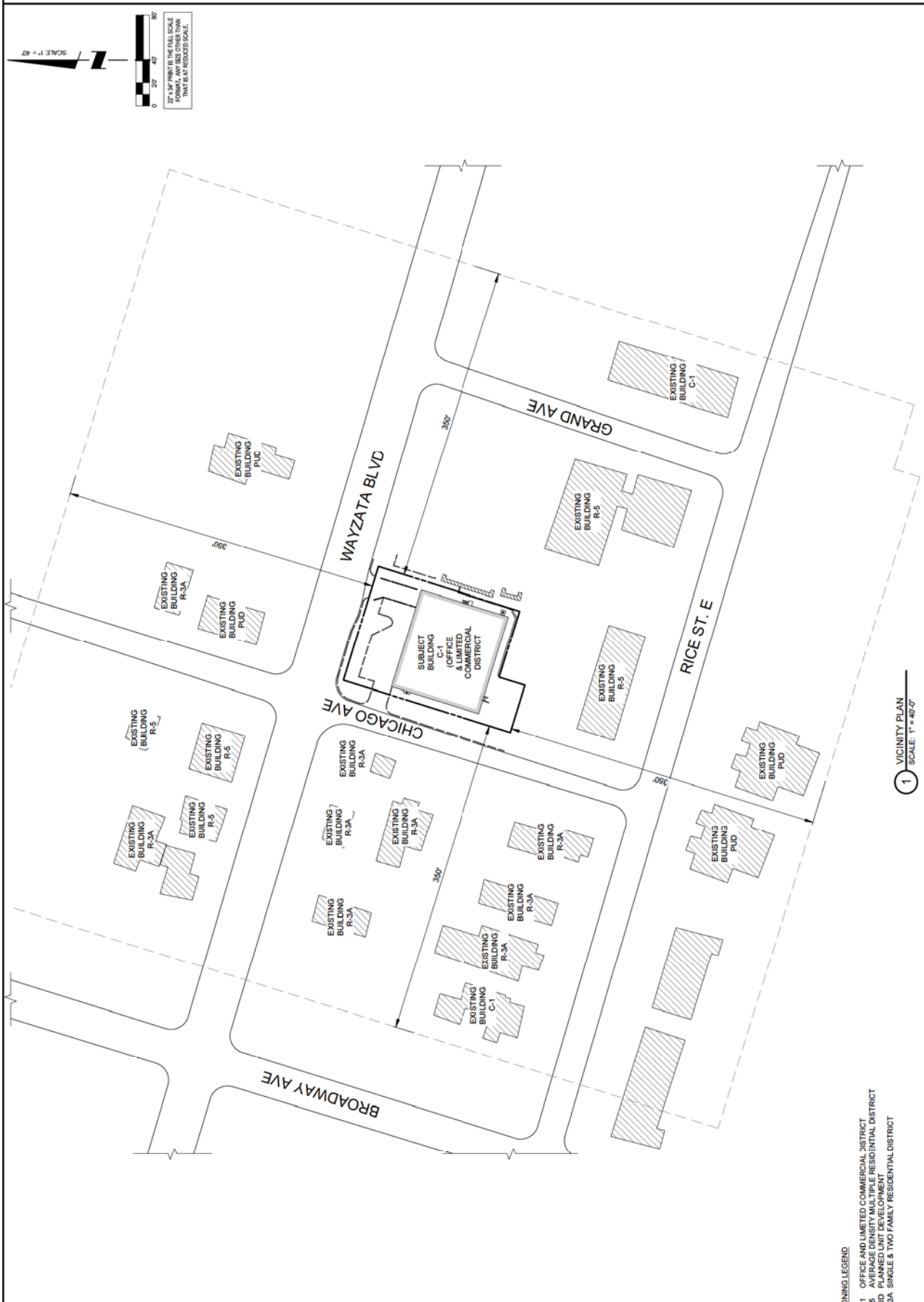
PROJECT #: 99-008

SHEET TITLE

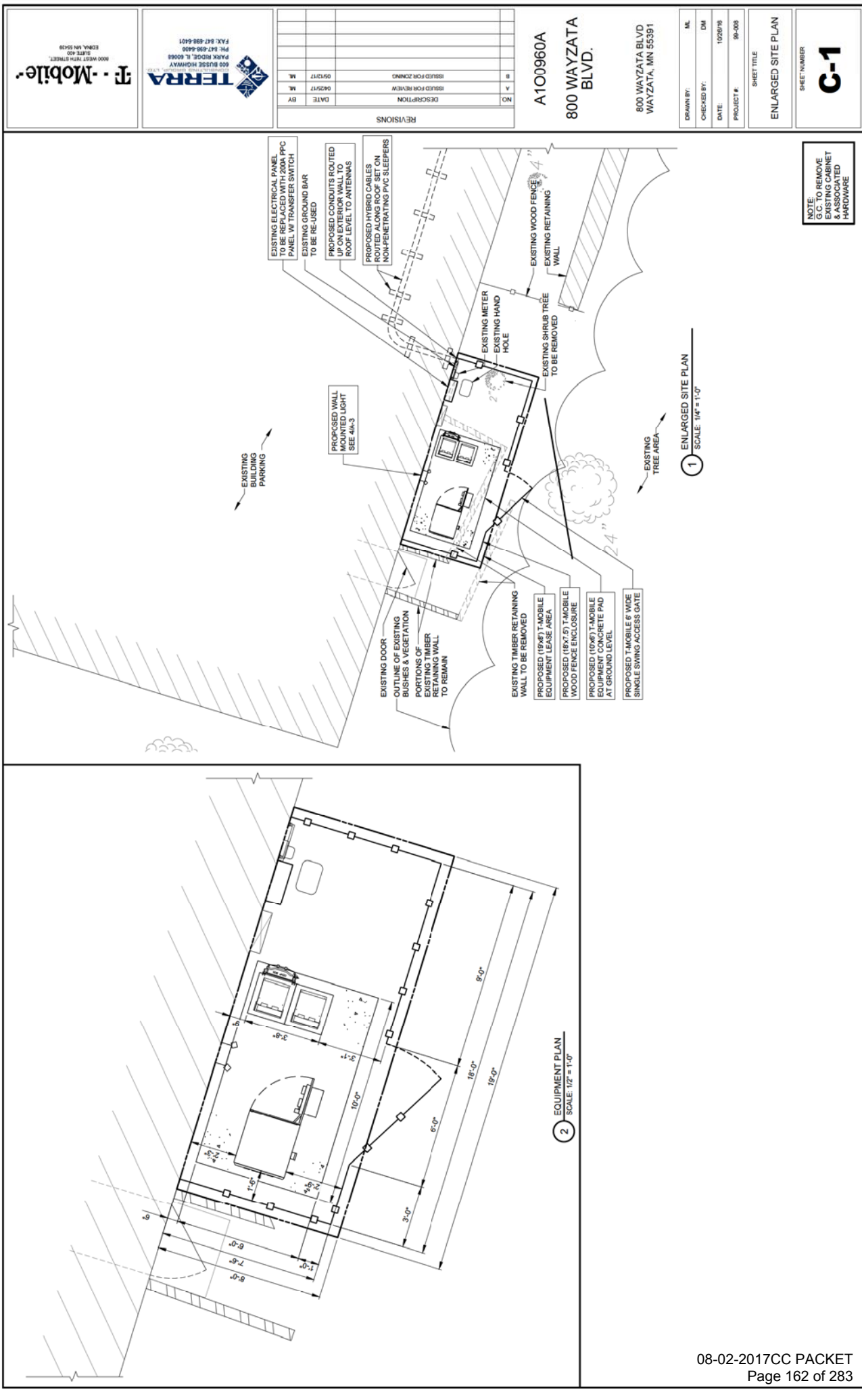
ZONING PLAN

SHEET NUMBER

Z-1







800 WEST THIRD STREET,
MINNEAPOLIS, MN 55409
DATE: 08/08/17
SHEET: 001

600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
TEL: 847-498-4000
FAX: 847-498-4011

NO.	DATE	BY	DESCRIPTION
1	08/08/17	ML	ISSUED FOR REVIEW
2	09/12/17	ML	ISSUED FOR ZONING

A100960A

800 WAYZATA BLVD

BLVD.

800 WAYZATA BLVD
WAYZATA, MN 55391

DRAWN BY: ML

CHECKED BY: DM

DATE: 10/26/18

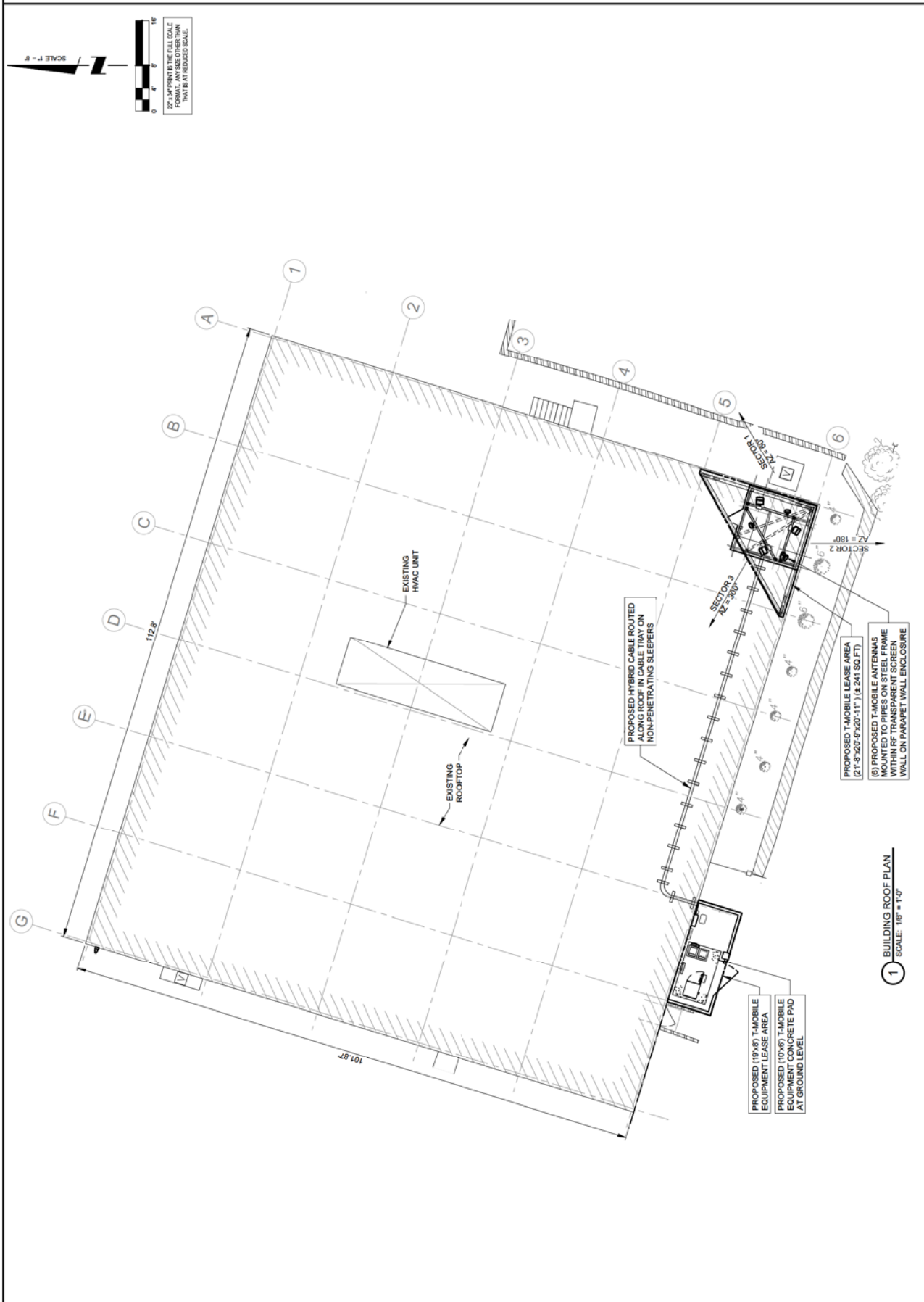
PROJECT #: 99-008

SHEET TITLE

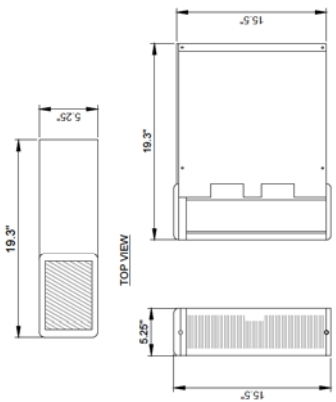
ROOF PLAN

SHEET NUMBER

A-1

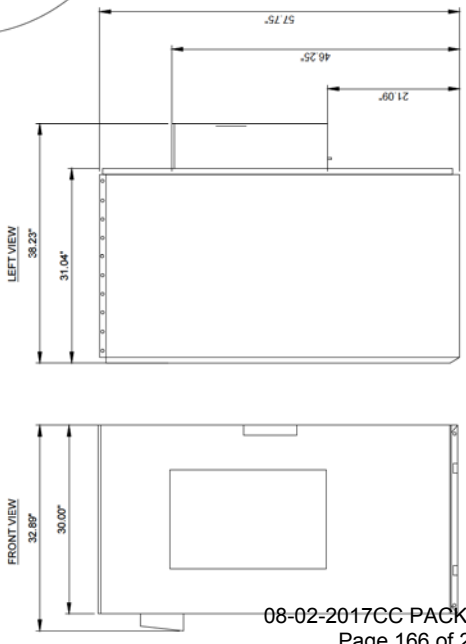


REMOTE RADIO HEAD WEIGHTS:
 FHYC (FLEXI 3-SECTOR RF MODULE 1800): 45 LBS (25 KG)
 FHYA (FLEXI 3-SECTOR RF MODULE 1700): 45 LBS (25 KG)
 FHYB (FLEXI 3-SECTOR RF MODULE 1600): 45 LBS (25 KG)
 SYSTEM MODULE WEIGHTS:
 ESMR (FLEXI MULTIRADIO BTS SYSTEM MODULE): 33 LBS (15 KG)
 FSHR (FLEXI MULTIRADIO BTS SYSTEM MODULE): 60.8 LBS (23 KG)
 FSHM (FLEXI MULTIRADIO BTS SYSTEM MODULE): 33 LBS (15 KG)

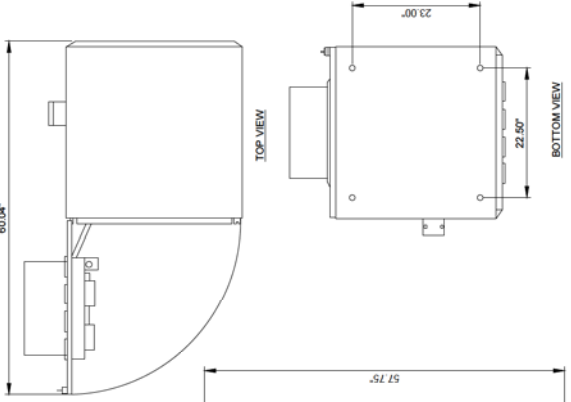


2 RRU AND SYSTEM MODULE DETAILS
 SCALE: N.T.S.

SEAL PWRBAX
 CLASS: MEDIUM SSC CABINET
 MANUFACTURER: PURCELL
 SIZE: 1468 H x 788 W x 762 D (MM)
 57.75 H x 31.04 W x 30.07 D (IN)
 WEIGHT: 1435 LBS. (APPROX.)
 ANCHORING OF SSC AS SPECIFIED BY T-MOBILE/SSC MANUFACTURER.



1 SITE SUPPORT CABINET DETAILS
 SCALE: N.T.S.



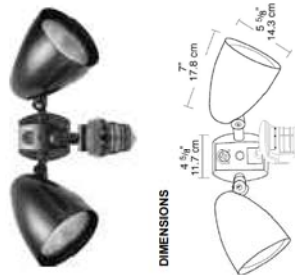
STL360HB

DESCRIPTION
 Super Stealth 360 sensor with two precision die cast H1101 Bulb foods pre-wired and assembled on universal Q14 EZ plate. Accepts PAR-38 lamps, 150 watt max. Lamps not supplied.

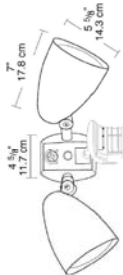
SPECIFICATIONS
 Advanced Detection Logic:
 Minimizes false triggers
 Color Matched Lens:
 Dark lens with bronze unit, white lens with white unit
 Evening Timer:
 Keeps lights on for 1-8 hours after dusk.
 Then sensor is motion activated until dawn.
 Lens Mask:
 Customized press apply lens mask included
 Photocell Control:
 Deactivates lights during daylight. Fully adjustable for 24 hour operation or custom applications.
 Power Consumption:
 120 volts AC 60 Hz
 RF Immunity:
 Circuits fully shielded for maximum radio frequency immunity.
 Scanning LEDs:
 31 LEDs continually scan back-and-forth 360 degrees for maximum coverage.
 STL360's full coverage pattern reduces need for aiming and adjustment.
 Surge Protection:
 Withstands up to 6000 volts
 Time Adjustment:
 5 seconds to 12 minutes

TEMPERATURE COMPENSATION:
 Sensitivity adjusted automatically for consistent detection in hot and cold ambient temperatures.
 120 volt AC 60 Hz
 Voltage:
 120 volts AC 60 Hz
 Wall Switch Manual Override:
 Two 100 lb logic prevents activation by wall switch. Logic prevents results to auto at dawn. No extra wiring needed.
 Wide Sensitivity Control:
 Adjustable from 100% to 30%
 Detection:
 Sensor 180° out and 360° down for Total 180° coverage.
 Patents:
 RAS sensor and fixture designs are protected under U.S. and International Intellectual Property laws.
 Switching Capacity:
 1000 watts maximum @ 120 volts
 Color:
 Bronze
 Weight:
 4.6

4 SENSOR LIGHT SPECIFICATIONS
 SCALE: N.T.S.



DIMENSIONS



NO.	DESCRIPTION	DATE
1	ISSUED FOR REVIEW	05/25/17
2	ISSUED FOR CONSTRUCTION	05/25/17

REVISIONS

A100960A
 800 WAYZATA BLVD.

800 WAYZATA BLVD
 WAYZATA, MN 55351

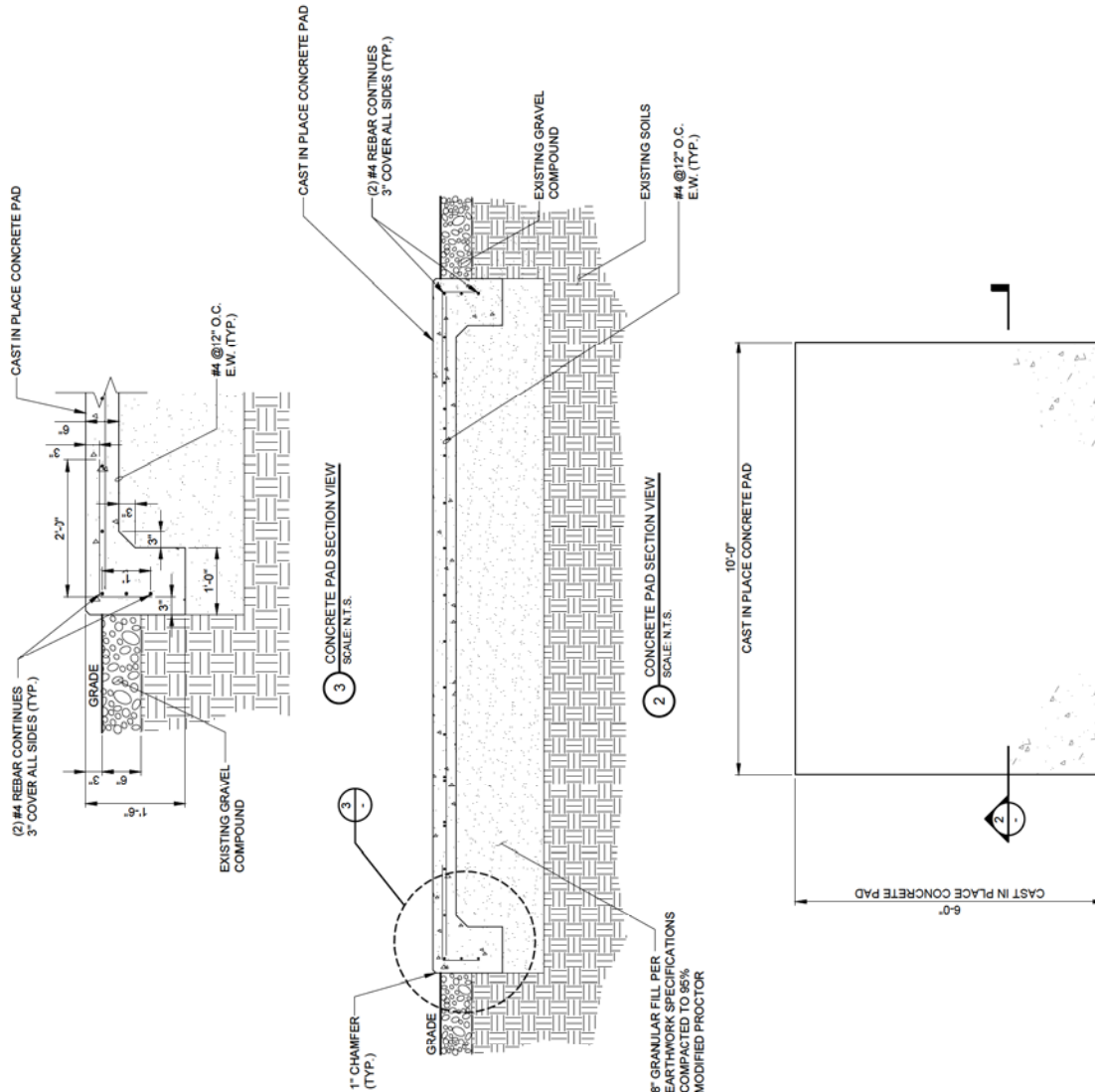
DRAWN BY:	ML
CHECKED BY:	DM
DATE:	10/25/16
PROJECT #:	99-008
SHEET TITLE	
EQUIPMENT DETAILS	
SHEET NUMBER	A-3

T-Mobile
 2000 WEST 70TH STREET,
 SUITE 400
 EDINA, MN 55439

TERRA
 600 RUSSELL HIGHWAY
 SUITE 100
 PARK ROSE, IL 60068
 TEL: 708.388.4000
 FAX: 708.408.4401

CONSTRUCTION NOTES:

1. THE BASIC WIND SPEED UTILIZED FOR OUTDOOR EQUIPMENT CABINETS IS 90 MPH PER IBC (LATEST EDITION).
2. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENTS. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
3. THE GENERAL CONTRACTOR AND HIS SUBCONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
4. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL, BUILDINGS, ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE AISC CODE OF STANDARD PRACTICE.
5. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
6. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D1.1 96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX. FIELD TOUCH-UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING IS COMPLETE.
7. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS, WASHERS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CONCRETE EXPOSURES SHALL BE UNPAINTED UNLESS NOTED OTHERWISE. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
8. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. ETHERNET CABLES SHALL BE ATTACHED TO THE TOWER WAVEGUIDE LADDER USING UV-RESISTANT TIE WRAPS OR STAINLESS STEEL HARDWARE.
9. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM ENGINEER ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
10. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 60, DEFORMED BILLET STEEL BARS.
11. CONCRETE FOR THE EQUIPMENT PAD SHALL BE 4000 PSI NORMAL WEIGHT CONCRETE WITH FIBERWESH ADMIXTURE. CONTRACTOR MAY USE APPROVED PRECAST EQUIVALENT.
12. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF AMERICAN INSTITUTE OF WOOD CONSTRUCTION (AIA) AND THE NATIONAL LUMBER ASSOCIATION NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO 2 OR BETTER.
13. IT IS THE OWNERS RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE EXISTING TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.
14. ALL FIELD CUT METAL WILL BE SCRAPED OF ANY RUST AND COLD GALVANIZED.
15. RUBBER CAPS WILL BE PLACED ON ALL EXPOSED UNISTRUT ENDS.



1 CONCRETE PAD LAYOUT
SCALE: N.T.S.

800 BUSSE HIGHWAY
PARK RIDGE, IL 60068
TEL: 847-698-4401
FAX: 847-698-4401

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	06/25/18	ML	ISSUED FOR REVIEW
2	09/12/17	ML	ISSUED FOR CONSTRUCTION

A100960A

800 WAYZATA BLVD.
WAYZATA, MN 55391

800 WAYZATA BLVD
WAYZATA, MN 55391

DRAWN BY: ML
CHECKED BY: DM
DATE: 10/25/18
PROJECT #: 99-008

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
A-4

GENERAL STEEL NOTES:

1. ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE AISC STEEL CONSTRUCTION MANUAL, 13TH EDITION, PART 5, SECTION 10, "DESIGN OF STEEL JOINTS FOR BRIDGES", LATEST EDITION, AND THE AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", LATEST EDITION, EXCEPT AS MODIFIED BELOW OR IN THE SPECIFICATIONS.
2. ALL STRUCTURAL STEEL, W SHAPES, SHALL CONFORM TO ASTM A572, OR A502 GRADE 50. ALL OTHER STRUCTURAL STEEL SHAPES, PLATES AND BARS SHALL CONFORM TO ASTM A36 OR 36, UNLESS NOTED OTHERWISE. COLD FORMED TUBING SHALL CONFORM TO ASTM A500 GRADE B. PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STEEL SHALL BE GALVANNEAL TO ASTM F554 GRADE 56 AND BE COMPATIBLE WITH E70XX ELECTRODES.
3. ALL WELDING SHALL BE DONE BY QUALIFIED WELDERS AND SHALL CONFORM TO AWS D1.1, "STEEL WELDING CODE", LATEST EDITION. ALL WELDING ELECTRODES SHALL BE E70XX.
4. THE CONTRACTOR SHALL FIELD VERIFY ALL MEASUREMENTS AND EXISTING CONDITIONS.
5. IF CONDITIONS VARY FROM THOSE ON THE DRAWINGS, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
6. THE CONTRACTOR SHALL OBSERVE ALL SAFETY RULES DICTATED BY CODE AND GOOD PRACTICE.
7. SHOULD UNFORESEEN CONDITIONS OR OTHER CAUSE NECESSITATE THE CONSTRUCTION DETAILS TO BE MODIFIED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE PERFORMING THESE CHANGES.

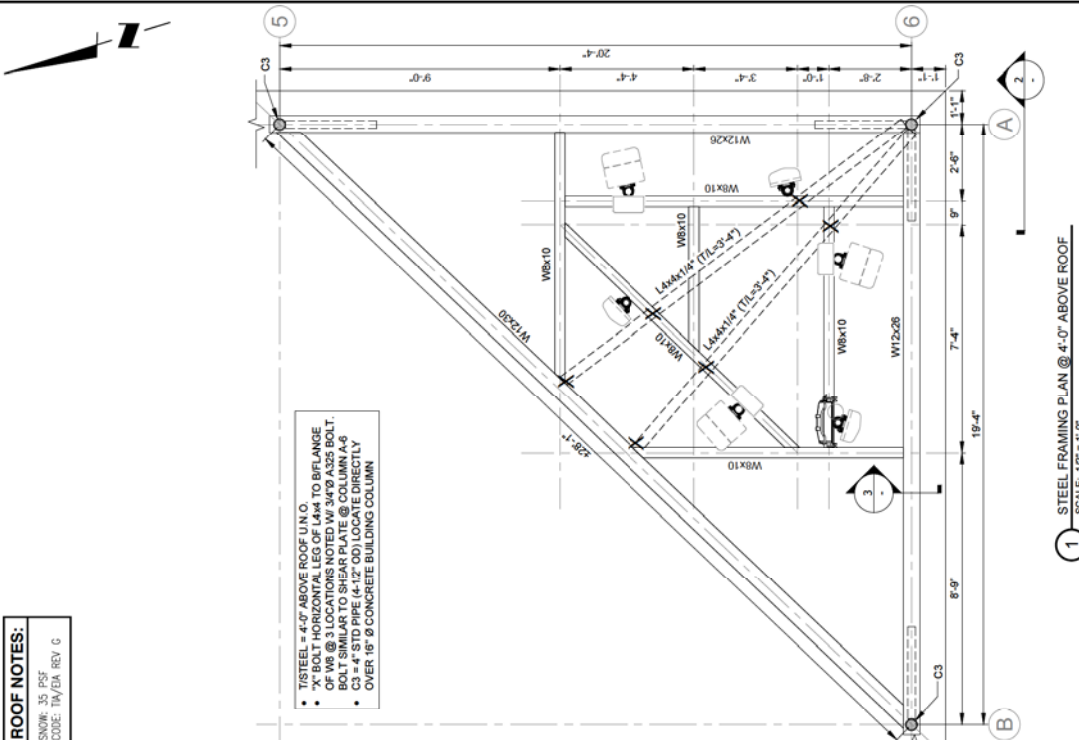
MISCELLANEOUS NOTES:

1. STRUCTURAL DRAWINGS ARE INTENDED TO BE USED WITH ARCHITECTURAL AND MECHANICAL DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIREMENTS OF ALL DRAWINGS INTO THEIR SHOP DRAWINGS AND WORK.
2. NO OPENINGS OTHER THAN THOSE SHOWN ON DESIGN DRAWINGS AND APPROVED SHOP DRAWINGS SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.
3. NO CHANGE IN SIZE OR DIMENSION OF STRUCTURAL MEMBERS SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.
4. OPENINGS OF 1'-4" AND LESS ON A SIDE ARE GENERALLY PERMITTED ON STRUCTURAL MEMBERS. REFER TO THE ARCHITECT'S SHOP DRAWINGS FOR THE LOCATION, SIZE AND DIMENSIONS OF THOSE OPENINGS. PROVIDE REINFORCING AROUND OPENINGS PER TYPICAL DETAILS SHOWN ON STRUCTURAL DRAWINGS.
5. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOADS IMPOSED UPON STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.
6. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR SHALL FURNISH ALL TEMPORARY BRACING AND / OR SUPPORTS REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION METHODS AND / OR SEQUENCES.
7. DO NOT SCALE THESE DRAWINGS. USE DIMENSIONS.
8. CONTRACTOR'S CONSTRUCTION AND/OR ERECTION SEQUENCES SHALL BE RECOGNIZED AND CONSIDERED THE EFFECTS OF THERMAL MOVEMENTS ON THE STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF PERMANENT BRACING AND SUPPORTS SHOWN ON THE DRAWINGS HAVE BEEN DESIGNED TO ACCOMMODATE ANTICIPATED THERMAL MOVEMENT AFTER THE BUILDING IS COMPLETE.
9. CONTRACTOR SHALL INFORM THE ARCHITECT IN WRITING OF ANY CHANGES TO THE CONSTRUCTION SEQUENCE. THE CONTRACTOR SHALL NOT BE RELIEVED OF THE RESPONSIBILITY SUCH DEVIATION BY THE ARCHITECT'S APPROVAL OF SHOP DRAWINGS, PRODUCT DATA, ETC., UNLESS THE CONTRACTOR HAS OFFICIALLY INFORMED THE ARCHITECT OF SUCH DEVIATION AT THE TIME OF THE ARCHITECT'S REVIEW AND WRITTEN APPROVAL TO THE SPECIFIC DEVIATION.

THING WHICH, IN THE OPINION OF THE CONTRACTOR, WILL BE TO DEFICIENCIES, OMISSIONS, CONFLICTS AND ERRORS IN THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ATTENTION OF THE ARCHITECT'S PLANS AND SPECIFICATIONS WILL BE CORRECTED, OR A WRITTEN INTERPRETATION OF THE ALLEGED DEFICIENCY, OMISSION, CONFLICT OR AMBIGUITY WILL BE MADE BY THE CONTRACTOR BEFORE THE EFFECTED WORK PROCEEDS.

ROOF NOTES:

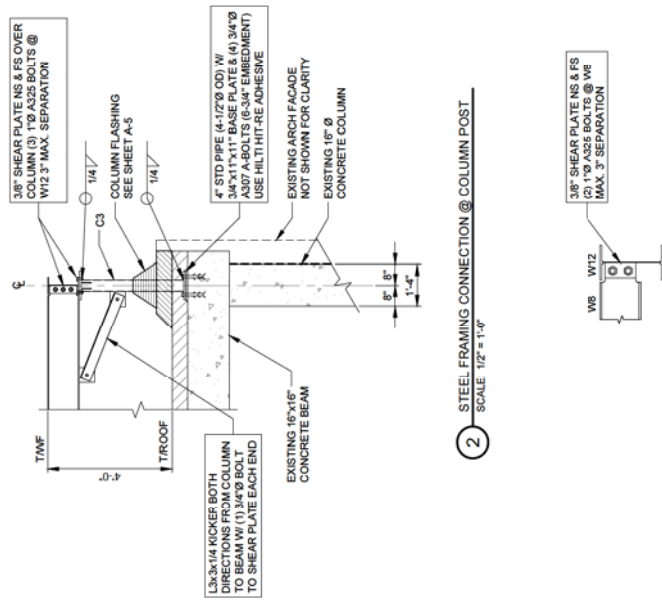
SNOW: 35 PSF
CODE: TM/DA REV C



1 STEEL FRAMING PLAN @ 4'-0" ABOVE ROOF
SCALE: 1/2" = 1'-0"

FIBER REINFORCED PLASTIC (FRP) NOTES:

1. FIBER REINFORCED PLASTIC TO HAVE THE FOLLOWING DESIGN PROPERTIES:
E = 2,800,000 PSI
F_t = 10,000 PSI
2. ALL FIBER REINFORCED PLASTIC SHALL BE MANUFACTURED BY BEDFORD PLASTIC OR APPROVED.
3. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.



2 STEEL FRAMING CONNECTION @ COLUMN POST
SCALE: 1/2" = 1'-0"

3 TYP. BEAM TO BEAM CONNECTION
SCALE: 1" = 1'-0"

REVISIONS

NO.	DATE	BY	DESCRIPTION
A	06/25/17	ML	ISSUED FOR RFI/REV
B	05/21/17	ML	ISSUED FOR ZONING

TERRA

600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
TEL: 847.488.4400
FAX: 847.488.4401

800 WAYZATA BLVD
WAYZATA, MN 55391

PROJECT #

1025F18

CHECKED BY:

DM

DRAWN BY:

ML

SHEET TITLE

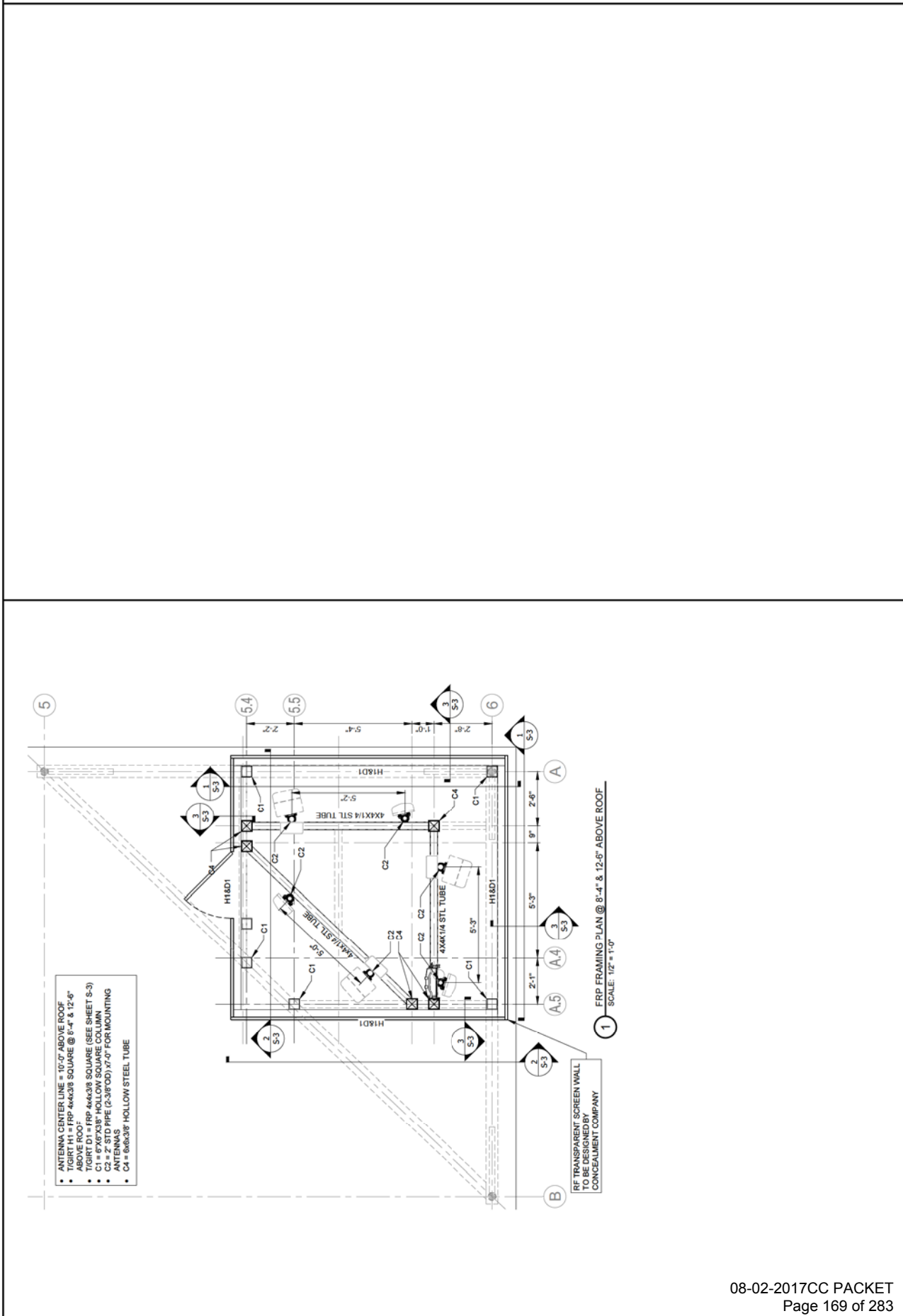
STRUCTURAL PLAN & DETAILS

SHEET NUMBER

S-1

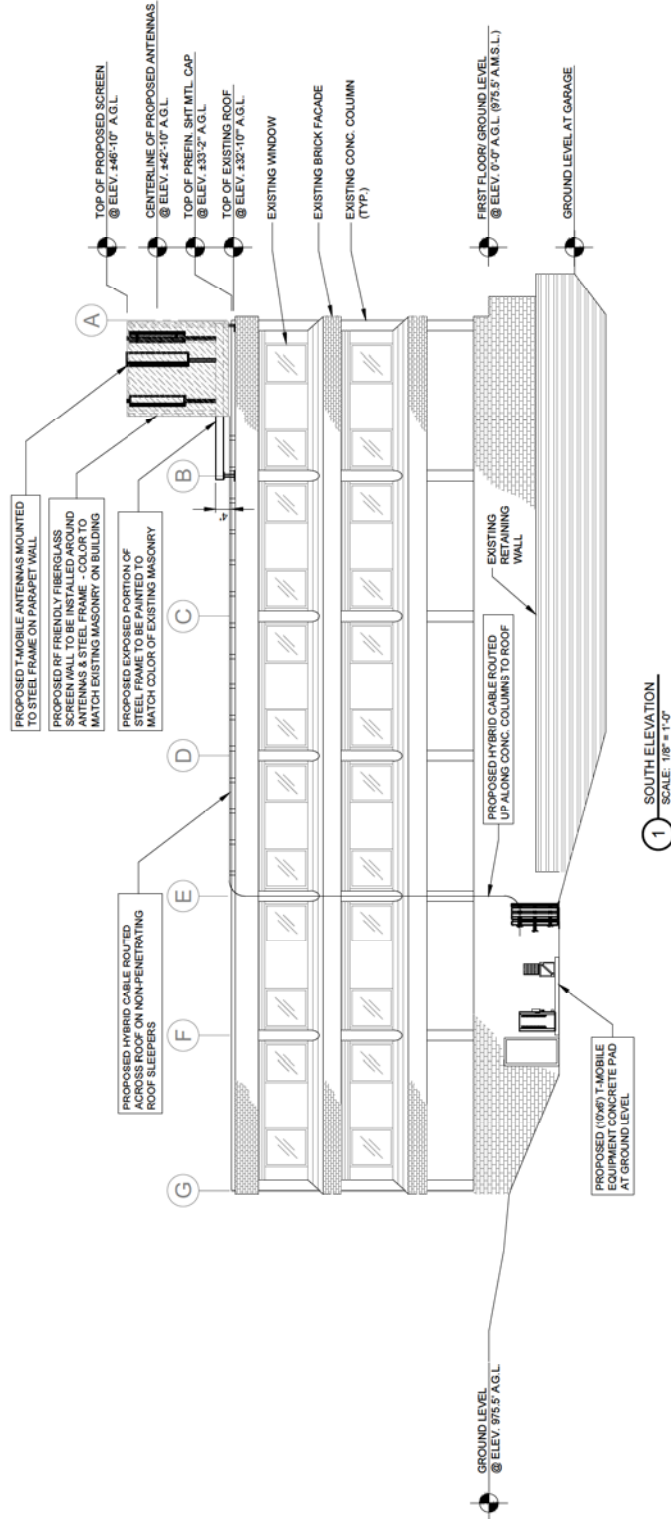
08-02-2017 CC PACKET

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ANTENNA & CABLE SCHEDULE

SECTOR	ALPHA			BETA			GAMMA		
LOCATION	A-1	A-2		B-1	B-2		C-1	C-2	
TECHNOLOGY	G1900/G1900	L700U/1900L1900L2100	60"	G1900/G1900	L700U/1900L1900L2100	180"	G1900/G1900	L700U/1900L1900L2100	300"
AZIMUTH	42-13°	42-10°		42-10°	42-10°		42-10°	42-10°	
RAD CENTER									
MODEL #	TMBSX-6517-A2M (QUAD)	NOKIA FASB PAS (PENTA)		TMBSX-6517-R2M (QUAD)	LNK-4515DS-A1M (DUAL)		TMBSX-6517-R2M (QUAD)	LNK-4515DS-A1M (DUAL)	
MECH. DOWNLIFT	0	0		0	0		0	0	
ELEC. DOWNLIFT	0	2		0	2		0	2	
RRU TYPE	PHFB (x3)	FRBG (x3)		FRBG (x3)			FXFB (x3)		
HCS DIA. & TYPE	1-5/8" HIGH	-		-	-		-	-	
HCS ACTUAL LENGTH	CAPACITY	-		-	-		-	-	
HCS FACTORY LENGTH	±110'	-		-	-		-	-	
COMP TYPE	LARGE COVP	-		-	-		-	-	



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

T-Mobile
800 WISCONSIN STREET
EAST APT. 400
EAST APT. 400
EAST APT. 400

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847.498.4401
FAX: 847.498.4401

NO.	DATE	BY	DESCRIPTION
1	05/21/17	ML	ISSUED FOR REVIEW
2	05/21/17	ML	ISSUED FOR REVIEW
3	05/21/17	ML	ISSUED FOR REVIEW

A100960A
800 WAYZATA BLVD.
WAYZATA, MN 55391

800 WAYZATA BLVD
WAYZATA, MN 55391

DRAWN BY: ML
CHECKED BY: DM
DATE: 10/25/18
PROJECT #: 99-008

SHEET TITLE
SITE ELEVATION

SHEET NUMBER
ANT-1



8000 WEST 79TH STREET,
EDINA, MN 55439
SUITE 400
P.O. BOX 400



600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
P.O. BOX 400
P.O. BOX 400

NO.	DATE	BY	DESCRIPTION
1	05/21/17	ML	ISSUED FOR ZONING
2	06/25/17	ML	ISSUED FOR REVIEW

A100960A

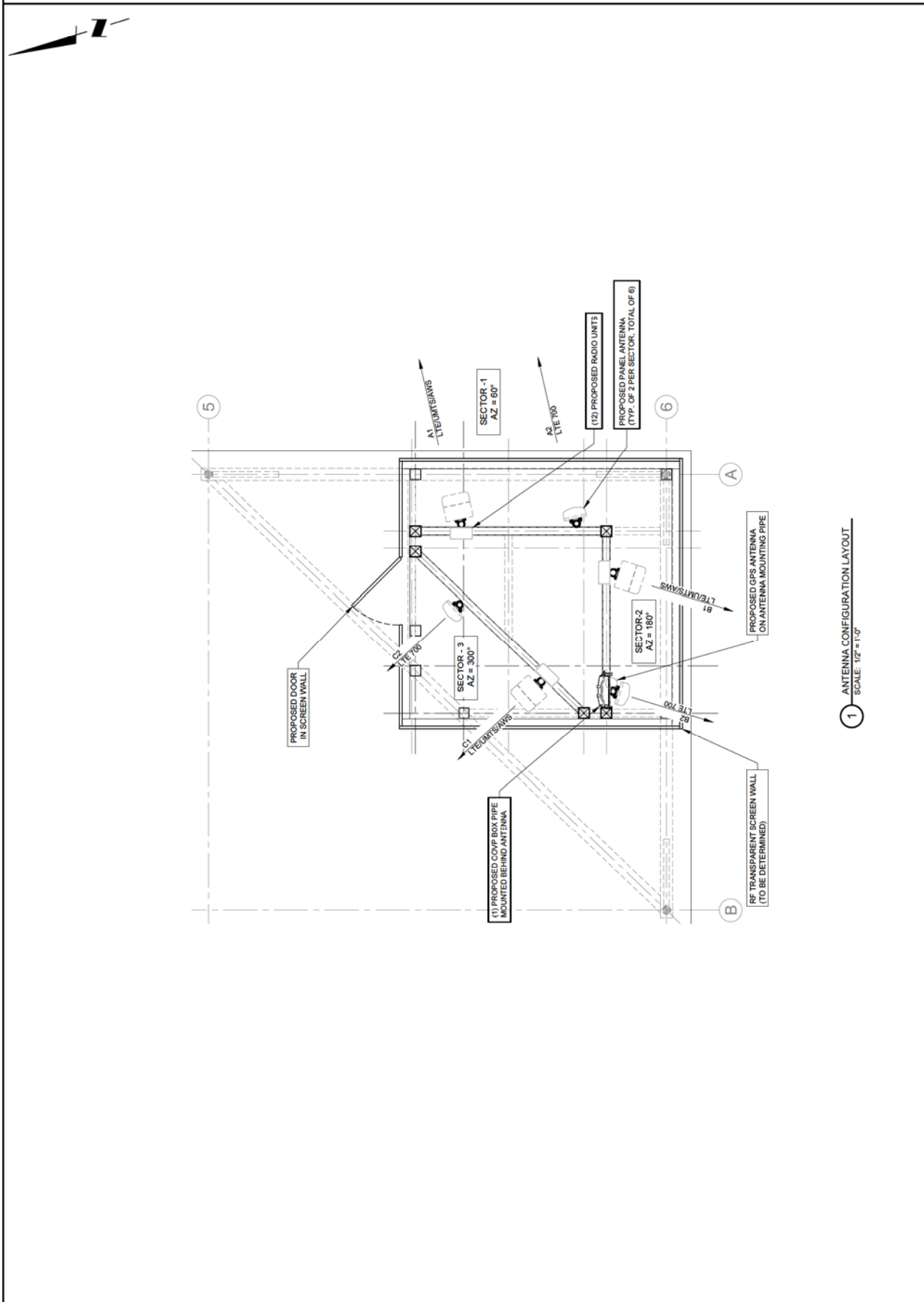
800 WAYZATA BLVD
WAYZATA, MN 55391

800 WAYZATA BLVD
WAYZATA, MN 55391

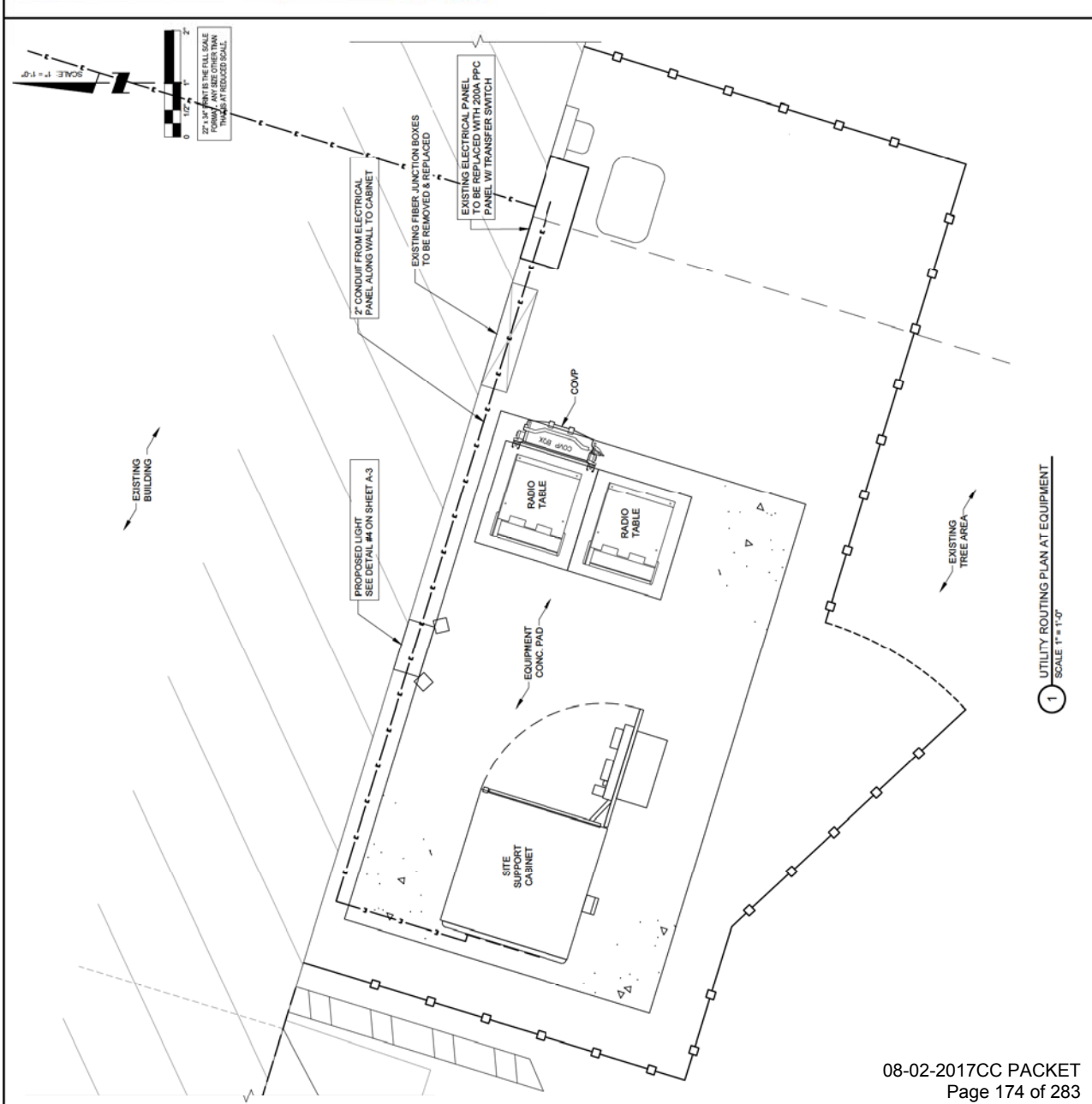
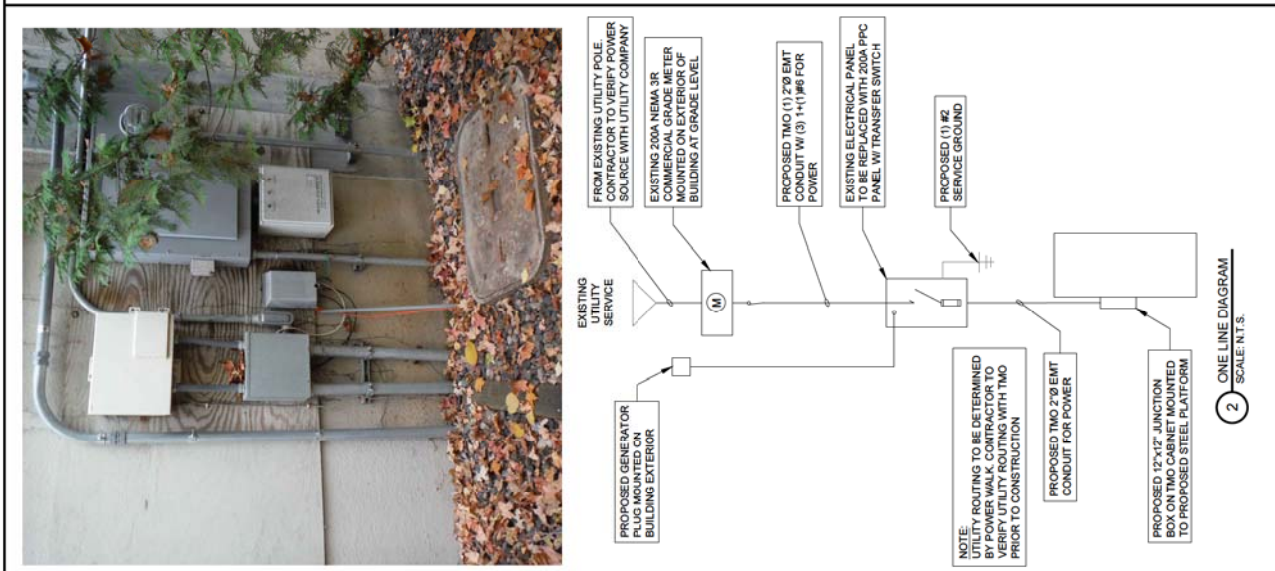
DRAWN BY:	ML
CHECKED BY:	DM
DATE:	10/25/16
PROJECT #:	99-008

SHEET TITLE
ANTENNA
CONFIGURATION

SHEET NUMBER
ANT-2



1 ANTENNA CONFIGURATION LAYOUT
SCALE: 1/2" = 1'-0"



GROUNDING REFERENCE NOTES

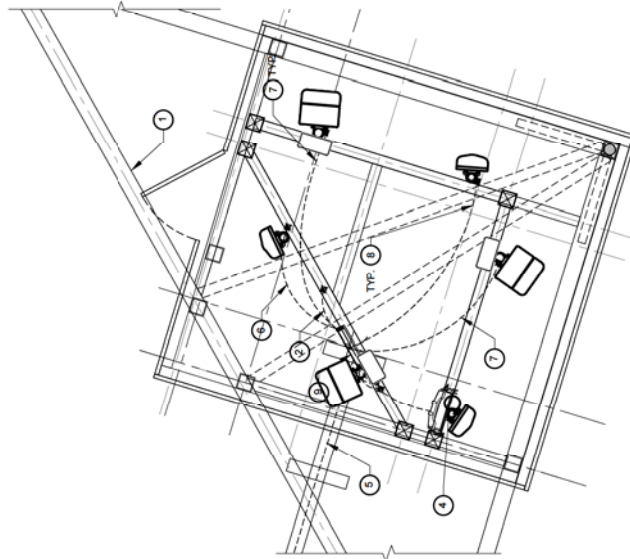
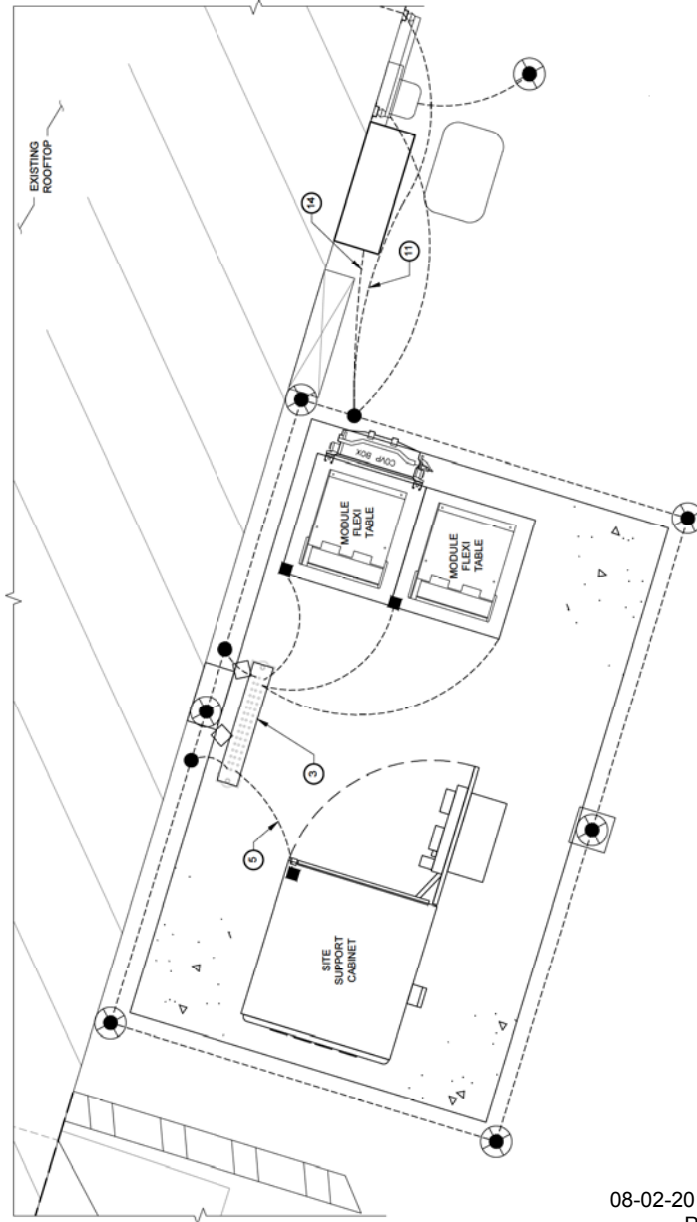
- 1 REFER TO STRUCTURAL AND ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF ANTENNA(S), PLATFORM AND ANTENNA SUPPORT FRAMES.
- 2 PROVIDE #2 GROUNDING CONDUCTOR FROM GROUND BAR TO PLATFORM TYPICAL OF 2
- 3 PROVIDE MASTER GROUND BAR AT BASE OF CABINET MOUNTED TO CONCRETE PAD.
- 4 GROUND GPS ANTENNA TO MAIN GROUND BAR
- 5 (2) #2 GND. LEAD FOR EQUIPMENT CABINET GROUND BAR

SYMBOLS LEGEND

- GROUND ROD WITH ACCESS
- GROUND ROD
- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- GROUND BAR
- GROUND WIRE

- 6 PROVIDE ANTENNA GROUND BAR (AGB) (HARZER 1/4"x4"x12"). BOND ANTENNA CABLE GROUNDING KITS TO GROUND BAR. CONNECTION SHALL BE THE RESPONSIBILITY OF THE ANTENNA CABLE INSTALLER. BOND ANTENNA GROUND BAR TO NEAREST USING ONE (1) #2 AWG SOLID TINNED COPPER CONDUCTOR.
- 7 EXTEND GROUNDING CONDUCTOR TO ANTENNA OR RRU MODULE. EXOTHERMIC WELD AT ANTENNA SUPPORT FRAME. SUPPORT CONDUCTOR AS REQUIRED EVERY TWO (2) FEET MINIMUM.
- 8 GROUND PIPE SUPPORT TO MAIN GROUND BAR
- 9 COLLECTOR GROUND BAR LOCATED AT ANTENNA OR COVP SUPPORT FRAME

- 10 1" CONDUIT, 40 GREEN INSULATED GROUND CONDUCTOR ROUTED ALONG BUILDING ROOF ON PROPOSED NON-PENETRATING PVC SLEEPERS
- 11 1" CONDUIT, 40 GREEN INSULATED GROUND CONDUCTOR ROUTED ALONG BUILDING SIDE DOWN TO MASTER GROUND BAR
- 12 GROUNDING CONNECTION TO PROPOSED PPC NEMA 3P RATED BOX
- 13 GROUNDING CONNECTION TO PROPOSED UTILITY RACK
- 14 GROUNDING CONNECTION TO PROPOSED FIBER BOX
- 15 GROUNDING CONNECTION TO LIGHT



T-Mobile
8000 WEST 70TH STREET,
SUITE 400
EDINA, MN 55439

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847.498.4401
FAX: 847.498.4401

NO.	DATE	BY	DESCRIPTION
1	06/25/17	ML	ISSUED FOR REVIEW
2	05/12/17	ML	ISSUED FOR ZONING
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

A100960A
800 WAYZATA
BLVD.
800 WAYZATA BLVD
WAYZATA, MN 55391

DRAWN BY:	ML
CHECKED BY:	DM
DATE:	10/25/16
PROJECT #:	99-008

SHEET TITLE
GROUNDING PLAN

SHEET NUMBER
E-2

- 1 PROPOSED EQUIPMENT GROUNDING PLAN
SCALE: N.T.S.
- 2 PROPOSED ANTENNA/EQUIPMENT GROUNDING PLAN
SCALE: N.T.S.

ELIGIBLE COMPANY LIST

3. THE MAXIMUM CUT AND FILL SLOPES SHALL BE 2:1.

3. CONTRACTOR SHALL MAKE SURE ALL SURVEY STAKING IS PRESERVED AND PROTECTED BY MEANS OF OFFSETS OR WORKING AROUND STAKES. CONTRACTOR

2. ALL SAFETY HAZARDS MUST BE MARKED WITH WARNING TAPE OR SAFETY FENCE.

1
2 Chair Iverson stated she hopes that the sign does not create traffic problems, and if it does the
3 City should revisit the request. She stated it is difficult to not approve the request since there are
4 similar signs like it in the City.

5
6 Commissioner Flannigan suggested limiting the number of signs to one, and also changing the
7 interval between messages from 15 seconds to 30 seconds.

8
9 Chair Iverson stated the increased time would make her more comfortable with the safety aspect.

10
11 Commissioner Gonzalez stated Holiday's market studies had showed 15 seconds to be effective.

12
13 Commission Flannigan stated Walgreens has a 20 second interval, and he would like to see the
14 City be consistent.

15
16 Mr. Cronin explained the market research behind the 15 second interval request.

17
18 Commissioner Gonzalez stated she would recommend approval of the 15-second interval.

19
20 Commissioner Gonzalez made a motion, Seconded by Commissioner Gruber, to direct staff to
21 prepare a draft Planning Commission Report and Recommendation, with appropriate findings,
22 reflecting approval of the variance request for the Holiday Stationstores located at 1325 Wayzata
23 Blvd E for one 24.4 square dynamic/digital sign, subject to the conditions outlined by the
24 applicant, for review and possible approval at the next Planning Commission meeting. The
25 motion carried unanimously.

26
27 **b.) Buell Consulting – 800 Wayzata Blvd E**
28 **i. Conditional Use Permit**
29

30 Director of Planning and Building Thomson stated Buell Consulting, on behalf of T-Mobile
31 Central, LLC, has submitted a development application to construct a telecommunications
32 facility for cellular antennas and associated equipment at 800 Wayzata Blvd E. The applicant is
33 proposing to install 6 cellular telecommunications antennas on the roof of the existing building.
34 The proposed antennas would be located on the southeast corner of the building, and would be
35 mounted behind a new screening wall that would be constructed on the roof deck. The proposed
36 screening wall would extend 14-feet above the existing roof deck. The accessory equipment for
37 the telecommunications antennas would be mounted on the ground, on the south side of the
38 existing building. The proposed equipment area is approximately 150 square feet in size and
39 would be surrounded by a cedar fence. The wood fence would fully screen the equipment area
40 from surrounding properties, and the height of the fence is greater than the height of the
41 proposed ground-mounted equipment. The ordinance states that accessory equipment shall be
42 entirely located with an existing structure or within rooftop screening walls, whenever possible.
43 If a new equipment building is necessary, it shall be situated to the rear or side of the principal
44 use and shall be screened from view by landscaping where appropriate. The stealth design
45 techniques provided in the proposed plans include constructing the antennas behind a screening
46 wall so that the antennas would not be visible. The screening wall would be designed to match

1 the exterior color of the building. The proposed antennas meet the maximum height requirement
2 in the telecommunications ordinance.

3
4 Commissioner Gonzalez asked how the ground equipment would be accessed.

5
6 Mr. Thomson stated there is a gate entrance on the side.

7
8 Commissioner Gonzalez stated the property slopes in the back of the property and there are a
9 couple of large trees in this area. She asked if there was any information on how these trees
10 would be affected and if there would be any fill brought to the site.

11
12 Mr. Thomson reviewed the grading plan and stated there would be some grading along the back
13 of the property but not a significant amount.

14
15 Commissioner Gonzalez stated the fence around the ground equipment is proposed to be 7.5 feet
16 and this does not comply with the City's fence ordinance.

17
18 Mr. Thomson stated staff would need to review the proposed fence height and the City's fence
19 ordinance.

20
21 Mr. Kristian Olson, Buell Consulting LLC, 1360 Energy Park Drive, St. Paul, stated the space
22 for the ground equipment in the back of the property would be a perfect location because there
23 was previously telecommunications equipment located on this building and the equipment was
24 located in the same spot they are proposing to locate their equipment. The grading is minimal
25 and the equipment is located only 6-feet from the building. The fence would only be on three
26 sides as the building would be the fourth side of the screening wall. There are no plans to
27 remove any trees. The fence will have a locked gate. They would be servicing the site from the
28 side street not the parking lot of the multi-family facility. There is no need for a road directly to
29 the site.

30
31 Chair Iverson asked what type of lights would be needed to make night repairs.

32
33 Mr. Olson stated there is a motion light included in the application and this is the only light they
34 are planning to install.

35
36 Commissioner Flannigan asked why they chose this site.

37
38 Mr. Olson stated the location, the height they were able to get, and there is no variance required
39 for this particular location.

40
41 Commissioner Gruber asked what the health risks were since this would be located close to
42 residential areas.

43
44 Mr. Olson stated the FCC determines health impacts. The FCC sets standards and carriers must
45 strictly abide by these standards, and as long as a carrier is within these guidelines the FCC
46 considers them safe. T-Mobile is within these standards.

1
2 Commissioner Flannigan asked if the applicant would consider utilizing only the parking lot on
3 the property to access the equipment, rather than using Chicago Avenue.

4
5 Mr. Olson stated this should not present an issue.

6
7 Commissioner Gonzalez asked how far the fence for the ground equipment would be from the
8 property line.

9
10 Mr. Thomson stated the application meets all of the setback requirements.

11
12 Chair Iverson opened the public hearing at 8:12 p.m.

13
14 Mr. Henry Miles, 746 Widsten Circle, Wayzata, requested his comments be on record verbatim:
15 "This past Thursday Jeff - Mr. Thomson met with me to share and discuss Buell/T-Mobile's
16 application and their plans for the telecomm facility. My understanding has been enhanced by
17 the company's presentation this evening, thank you. But my understanding is still incomplete. I
18 feel I have a good handle on where and how Buell/T-Mobile will proceed if the City of Wayzata
19 approves the CUP, however I am confused as to why this facility is needed in the first place.
20 Before I get into that I would like the City to know three things: first, the proposed facility does
21 not really affect us at Widsten since it will be covered and behind trees, secondly no one I know
22 has encountered material deficiencies, cell or voice, data or GPS reception in Wayzata so I don't
23 believe coverage is an issue, thirdly as a tax payer I want community resources and permits
24 deployed effectively, and I believe that Wayzata should leverage our towers to the greatest extent
25 possible to minimize technological clutter of the one off type facilities as proposed. It is with
26 respect to this point that my confusion results. Specifically, I wonder:

- 27 1.) Are there any other carriers, including the majors (Verizon, AT&T, Sprint) or the non-
28 majors operating in Wayzata under similar CUPs and if so, why, and if not, why not?
29 2.) What infrastructure does Buell/T-Mobile feel they would gain from the facility that
30 they cannot gain from Wayzata's much taller shared towers?
31 3.) If the infrastructure from Wayzata's existing or proposed shared towers is inadequate,
32 what would Buell/T-Mobile have the City do to meet their requirements?
33 4.) If infrastructure is not the issue, then is it financial? How do the capital and operating
34 costs and rent for T-Mobile, Buell, and the City of Wayzata stack up for the standalone
35 versus the shared solution?
36 5.) If Wayzata's shared towers are too expensive, what would Buell/T-Mobile have the
37 City do to meet their financial requirements?
38 6.) If the infrastructure and/or financials of a shared solution are deficient, then what
39 makes us believe anyone else will use these shared solutions as opposed to applying for a
40 CUP to build their own facility?

41 Until these questions are adequately answered and given a chance to be addressed, I believe the
42 default position would be a shared tower solution and the City of Wayzata should deny the
43 Buell/T-Mobile application for a Conditional Use Permit."

44
45 Chair Iverson closed the public hearing at 8:17 p.m.

1 Commissioner Buchanan asked what was wrong with the City's tower and why this was not
2 adequate for T-Mobile.

3
4 Mr. Thomson stated the City is not aware that there are any problems with the tower. The City
5 has talked with all the tenants that are currently on the water tower about relocating to the new
6 tower at the Wayzata Middle School property. The new tower has room for up to five mobile
7 companies and T-Mobile is one of the tenants the City has been talking with. This CUP request
8 does not preclude T-Mobile from being on the new tower in the future.

9
10 Commissioner Gruber asked if there have been customer complaints regarding coverage.

11
12 Mr. Olson stated he is not aware of the specific information regarding customers, as this is not
13 within his scope of duties. This particular site is to replace T-Mobile's current site on the water
14 tower as the lease for that location is not being renewed. He stated he would also not be able to
15 speak to the pricing or rents for each location. He stated Mr. Thomson would be able to address
16 Mr. Miles first question regarding other carriers and their permits. The analysis for Mr. Miles
17 second question was not something he had been tasked to do. The maps provided show the
18 coverage changes for the new location versus the current location.

19
20 Mr. Mic McMyadmin, Development Manager with T-Mobile, stated he is not an RF Engineer
21 but when they look at relocation sites for those that are being decommissioned, the RF
22 Department does an analysis on the various location candidates that are identified. When
23 identifying sites, they consider properties that will meet the zoning codes. The proposed site
24 meets the RF Department's objectives.

25
26 Chair Iverson asked if another location will be required beyond the one being reviewed tonight
27 and the one that is currently being worked on.

28
29 Mr. McMyadmin stated all he could talk about is the one being proposed with this application.
30 T-Mobile has done their best to work with the City and their towers and the budgeted amounts.
31 The proposed site meets all of the City's requirements.

32
33 Commissioner Flannigan asked if the current water tower met T-Mobile's objectives for
34 coverage.

35
36 Mr. McMyadmin stated the water tower is the best site with the City's topography.

37
38 Chair Iverson asked if they could come to a financial agreement with the City in a timely manner
39 would they consider the shared tower location.

40
41 Mr. McMyadmin stated that T-Mobile would like to keep all options open so they can provide
42 the best network possible for their clients. He stated wireless networks are not designed by
43 property owners but rather by all the sites around and their ability to integrate and communicate.
44 There are locations that are too tall and create too much congestion, which affects service.

1 Commissioner Flannigan asked if there had been any analysis on the effect this would have on
2 the property values for the surrounding areas.

3
4 Mr. Olson stated this is considered, and they have found that these facilities do not have an
5 impact on property values. There have also been specific studies done in California. Once a
6 tower is in place, people do not notice it.

7
8 Commissioner Gonzalez stated as part of the CUP process, the Commission must consider noise.
9 There have been significant complaints from the residents near the water tower due to the noise
10 of the equipment and the traffic. She asked what residents could expect for noise, and how many
11 service calls would be expected.

12
13 Mr. Olson stated this particular location would only have one carrier and they are not going to
14 have any generators on site. This will cut down dramatically on noise levels. The noise that will
15 be generated are from fans and the privacy fence, trees and the building would buffer this noise
16 level. Once a site is up and running, there will be minimal visits. Every few years they may
17 upgrade the antennas. There may be software upgrades occasionally, but some of these can be
18 done remotely. One person would do any equipment upgrades.

19
20 Commissioner Gruber asked what the cost was to place equipment on the tower at the Middle
21 School.

22
23 City Attorney Kaminski stated telecommunications is an area that is controlled by the Federal
24 law, and the City has to make available enough area in the City for these services. The City feels
25 the new ordinance meets these laws, and they have identified the two locations for large
26 equipment, along with other options, in the City. He clarified the Commission's job is to look at
27 this application and how the proposal fits with the City's ordinances. There are ongoing
28 negotiations with all of the current carriers that use the City's current tower facility, and not all
29 of these carriers may choose to go on the new tower location.

30
31 Commissioner Gonzalez stated that this is a CUP and if the application meets the requirements
32 of the ordinances, then the Commission needs to recommend approval of the application. This
33 application is in harmony with the City's Comprehensive Plan. As long as the residential
34 neighborhoods to the south and west are protected, then this application would be compatible
35 with present and future uses of the area. The applicant has met the requirements of the ordinance
36 and the Commission should recommend approval.

37
38 Commissioner Flannigan stated he does not believe this application is in the best interest of the
39 City or the residents. It is in the financial interest of the building owner and T-Mobile. There is a
40 negative impact on existing services because they are not utilizing the new tower being provided
41 by the City. He stated he believes there would be a negative impact on the property values for
42 the surrounding properties regardless of the studies performed.

43
44 Commissioner Gruber stated the City Council spent time drafting the ordinance to allow for
45 alternative choices for these carriers. The applicant has met the requirements of the ordinance
46 and she does not see any reasons to deny approval.

1
2 Commissioner Buchanan stated the applicant does meet the requirements of the ordinance, and
3 the Commission should recommend approval. He is concerned that the new tower is costing the
4 City money to construct, and it is not appealing to a carrier such as T-Mobile.

5
6 Commissioner Murray stated the financial viability of one site over another is not something they
7 can consider with this application, and the applicant has met the requirements of the ordinance.

8
9 Chair Iverson stated as a land use application, the applicant has met the requirements of a CUP.
10 The Planning Commission has brought up policy issues that the City Council should look at.
11 The questions brought up by Mr. Miles are beyond the role of the Planning Commission in
12 reviewing this application.

13
14 Commissioner Gonzalez suggested adding a condition that all service vehicles for this facility
15 park on the site.

16
17 Mr. Olson stated that they should not have an issue, but he would prefer the language state
18 whenever possible, access to the facility will be done through the building and parking will be on
19 the site.

20
21 Chair Iverson asked how a technician would know when it would be ok to park on the street and
22 when they should use the parking lot on the property.

23
24 Commissioner Gonzalez expressed concerns that they would cut all the trees to create an access
25 from the street.

26
27 Mr. Olson stated they are not removing any trees to create any access.

28
29 Commissioner Murray suggested no parking longer than 20 minutes on the public street.

30
31 Commissioner Gonzalez stated the reason for the condition is because the City has received so
32 many complaints about the carriers at the current water tower location not being good neighbors,
33 and they want to avoid this on a narrow street. Access should be from the site that is benefiting
34 from the application and if they need to access the site from the street, they can come to the City
35 and get a permit.

36
37 Mr. Thomson stated the City does not have a permitting process for allowing parking on a public
38 street. Staff can work on a condition of approval that will meet the Commission's concern for
39 their consideration at the next Planning Commission meeting. If upgrades to the equipment
40 require a permit from the City, then the City could enforce how access to the site occurs.

41
42 Commissioner Gonzalez made a motion, seconded by Commissioner Buchanan, to direct staff to
43 prepare a draft Planning Commission Report and Recommendation for the Commission's
44 consideration at its next meeting, with appropriate findings, recommending approval of the
45 Conditional Use Permit for Buell Consulting and T-Mobile to construct a telecommunications

1 facility for cellular antennas and associated equipment at 800 Wayzata Blvd E with a condition
2 requiring parking to occur on the property. The motion carried 5-ayes and 1-nay (Flannigan).
3
4

5 **AGENDA ITEM 5. Old Business Items:**
6

7 **a.) None.**
8
9

10 **AGENDA ITEM 6. Other Items:**
11

12 **a.) Review of Development Activities**
13

14 Director of Planning and Building Thomson stated the City Council has a meeting June 20 and
15 they are scheduled to review the Nolan Properties development at 1330 Wayzata Blvd E, and the
16 tree ordinance amendment. The June 26 and July 3 Planning Commission meetings have been
17 cancelled.
18

19 **b.) Next Meeting is Scheduled for July 17, 2017**
20
21

22 **AGENDA ITEM 7. Adjournment.**
23

24 Commissioner Gruber made a motion, seconded by Commissioner Murray, to adjourn the
25 meeting. The motion carried unanimously.
26

27 The Planning Commission meeting was adjourned at 9:04 p.m.
28

29 Respectfully submitted,
30

31 Tina Borg
32 *TimeSaver Off Site Secretarial, Inc.*

1 Report and Recommendation recommending approval with the conditions proposed by the
2 applicant.

3
4 Commissioner Buchanan made a motion, Seconded by Commissioner Gruber to adopt the
5 Planning Commission Report and Recommendation of Approval of a Variance for a Proposed
6 Electronic sign at 1325 Wayzata Blvd. E subject to the conditions outlined in Section 4. The
7 motion carried unanimously.
8

9 **b.) Buell Consulting – 800 Wayzata Blvd E**

10 **i. Conditional Use Permit**

11
12 Mr. Thomson stated the applicant, Buell Consulting, on behalf of T-Mobile Central, LLC, has
13 submitted a development application to construct a telecommunications facility for cellular
14 antennas and associated equipment on the site located at 800 Wayzata Blvd E. The applicant is
15 proposing to install 6 cellular telecommunications antennas on the top of the existing building.
16 The proposed antennas would be located on the southeast corner of the building and would be
17 mounted behind a new screening wall that would be constructed on the roof deck of the building.
18 The proposed screening wall would extend 14-feet above the existing roof deck. The accessory
19 equipment for the telecommunications antennas would be mounted on the ground, on the south
20 side of the existing building. The proposed equipment area is approximately 150 square feet in
21 size and would be surrounded by a cedar fence. The wood fence would fully screen the equipment
22 area from surrounding properties and the height of the fence is greater than the height of the
23 proposed ground-mounted equipment. The ordinance states that accessory equipment shall be
24 entirely located within an existing structure or within rooftop screening walls, whenever possible.
25 If a new equipment building is necessary, it shall be situated to the rear or side of the principal use
26 and shall be screened from view by landscaping where appropriate. At its meeting on June 19th,
27 the Planning Commission inquired as to whether a conditional use permit is required for the fence.
28 City staff and the City attorney have reviewed the telecommunications ordinance and fence
29 ordinance and determined that a separate conditional use permit for the fence is not required. The
30 Planning Commission reviewed the development application and held a public hearing at its
31 meeting on June 19th, and the Planning Commission directed staff to prepare a draft Planning
32 Commission Report and Recommendation for approval of the development application.
33

34 Commissioner Buchanan stated the service vehicle parking condition in Section 4.B is in conflict
35 with the Telecommunications Ordinance.

36
37 Mr. Thomson stated the Telecommunications Ordinance does specify that maintenance vehicles
38 must park on a public street unless there is a screened and paved parking area on the lot itself.
39

40 Chair Iverson stated Buell Consulting provided a letter explaining the difficulties of accessing the
41 site from the parking area on the site, and they are requesting that access be allowed directly from
42 the Chicago Avenue public right of way.
43

44 Commissioner Gonzalez stated a temporary permit could be obtained from the City if there were
45 problems accessing the site from the parking lot.
46

1 Mr. Thomson stated the general City regulations allow vehicles, including service vehicles, to park
2 on public streets as long as the parking complies with the on-street parking requirements posted
3 on that street. The City ordinances do not contain a special permit for service vehicle parking. A
4 conditional use permit would run with the property that the approval is for. The conditions of
5 approval of the CUP would need to specify a special permit the City would issue, if that's how the
6 Planning Commission would want the service vehicle parking to be regulated.

7
8 Commissioner Gruber clarified that this particular condition would be asking the applicant to do
9 something that other service vehicles would not be required to do.

10
11 Mr. Thomson stated the City has limited experience with telecommunications facilities and the
12 sites the City does have all have onsite parking available.

13
14 Chair Iverson stated this is a residential street and there have been complaints from the residents
15 near the water tower site that complained about all of the activity during all hours.

16
17 Commissioner Flannigan stated there was a no parking sign next to Copeland Buell, which would
18 pertain to this particular location.

19
20 Mr. Thomson stated the Telecommunications Ordinance does specify the hours that maintenance
21 can occur as 7 am to 6 pm unless it is an emergency or the City has approved it in advance.

22
23 Mr. Kristian Olson, Buell Consulting LLC, 1360 Energy Park Drive, St. Paul, stated the building
24 is in use during the same hours they would need to access the telecommunications tower and most
25 of the on-site parking is in use. T-Mobile is expecting to access the site 4-6 times a year for
26 maintenance. This does not include any upgrades. Accessing the tower site from inside the
27 building would not be practical due to the distance, the stairs, the low ceilings, and the emergency
28 exit door.

29
30 Commissioner Gonzalez stated the technicians could park in the parking lot and walk around the
31 building. The property owner is benefitting from this lease and T-Mobile can call the property
32 owner prior to coming to have parking reserved if needed. She does not want the residential areas
33 to be inconvenienced.

34
35 Mr. Steve Art, 800 Wayzata Blvd E., stated the parking on the west side of the street is posted no
36 parking and parking is permitted on the east side of Chicago Ave.

37
38 Commissioner Murray stated item 4.B states "Service vehicles for maintenance of the Telecom
39 Equipment must not be parked on public streets." He clarified this would apply to only the streets
40 adjacent to the service site.

41
42 City Attorney David Schelzel suggested this clarification be made in the approved
43 recommendation.

44
45 Commissioner Buchanan stated the Telecommunications Ordinance allows for service vehicles to
46 be parked on City streets. He would suggest striking item 4.B.

Chair Iverson stated this is a commercial site that has a parking lot available.

City Attorney Schelzel stated the section of the code Commissioner Buchanan is referencing does state that public streets should be used unless there is a screened and paved parking area available. The Commission would need to determine if the condition is warranted or if the applicant made a compelling enough case to have this condition removed.

Chair Iverson stated the history has shown that there has been maintenance at all hours at the water tower location and this has been an inconvenience to the surrounding residential areas.

Commissioner Gonzalez stated she would support leaving condition 4.B. in the recommendation.

Commissioner Young stated condition 4.B would be unnecessary.

Commissioner Gruber stated as long as T-Mobile can access the site by going around the building and not having to go through the building she would support condition 4.B.

Commissioner Murray stated he would lean towards striking condition 4.B.

Commissioner Flannigan stated he would support condition 4.B. and he was disappointed the City was reviewing this application since they just built a new telecommunications tower in the City.

Commissioner Buchanan stated he would support striking condition 4.B.

Commissioner Gonzalez made a motion, Seconded by Commission Gruber to adopt the Planning Commission Report and Recommendation of Approval of Conditional Use Permit for Telecommunications Facility at 800 Wayzata Blvd including the conditions in Section 4, and adding language to condition 4.B to specify no parking on public streets adjacent to the property. The motion carried 5-ayes and 2 nays (Flannigan and Buchanan).

AGENDA ITEM 5. Public Hearing Items:

a.) Meyer Place at Ferndale – 105 Lake St E i. PUD Amendment

Mr. Thomson stated on December 20, 2016, the City Council approved the rezoning to Planned Unit Development (PUD), and the concurrent PUD concept and general plan of development for the Meyer Place at Ferndale project. The approved PUD consists of a new three story residential building with up to 21 residential condominiums and 52 underground enclosed parking spaces. The applicant, Meyer Place at Ferndale, has submitted a development application to amend the existing PUD at 105 Lake St E. The proposed PUD amendment is to increase the number of residential condominiums from 21 to 22 units. The additional unit would be added by converting one of the larger condominiums into two separate and smaller condominiums. The proposed amendment would not include any changes to the design, size, footprint, or height of the approved

DRAFT RESOLUTION NO. 29-2017

**RESOLUTION APPROVING CONDITIONAL USE PERMIT FOR
TELECOMMUNICATIONS FACILITY AT 800 WAYZATA BLVD E**

WHEREAS, Buell Consulting, on behalf of T-Mobile Central, LLC, and property owner 816 Wayzata Associates (the "Applicant"), have submitted a development application (the "Application") requesting a conditional use permit pursuant to City Code Section 801.31.4.B (the "Telecom CUP") for 800 Wayzata Blvd E (the "Property") to construct and operate a telecommunications facility comprising of cellular antennas located on the roof of the building on the Property, and accessory equipment located on the ground, on the south side of the building, as depicted on the plans submitted with the Application and listed in Exhibit A (collectively, the "Telecom Facility"); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application on June 19, 2017, and adopted a Report and Recommendation to the City Council to approve the Telecom CUP on July 17, 2017, a copy of which is attached to this Resolution as Attachment A ("PC Report and Recommendation").

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

A. Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the public hearings, the standards of the Wayzata Zoning Ordinance, and the findings and recommendations of the PC Report and Recommendation, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby finds, confirms and memorializes that the application for the Telecom CUP meets the applicable requirements of Wayzata's Zoning Ordinance.

B. Based on the foregoing, the Telecom CUP for the Telecom Facility on the Property requested in the application, and as defined in the record, is hereby **APPROVED**, subject to satisfaction and continuing compliance with all of the following conditions:

- A. Other Permits and Standards. The Applicant must secure all necessary building, construction, and other permits for the Project.
- B. Service Vehicle Parking. Service vehicles for maintenance of the Telecom Equipment must be parked on the existing paved and screened off-street parking on the Property. Service vehicles for maintenance of the Telecom Equipment must not be parked on public streets adjacent to the Property.

- C. Ongoing Operation and Maintenance. The ongoing operation and maintenance of the Telecom Facility and Telecom Equipment must comply with all of the General Standards for Telecommunication Facilities set forth in Sec. 801.31 Subd. 5 of the Telecommunications Ordinance.
- D. Recording of CUP. In accordance with City Code, the Applicant must record the Telecom CUP with the County Recorder within thirty (30) days of the City Council approval date, and as soon as reasonably possible thereafter, furnish the City proof of recording. No building permits for the Property will be granted until such proof of recording is furnished to the City.
- E. Costs. All expenses of the City of Wayzata, including consultant, expert, legal, and planning incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 2nd day of August, 2017.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on August 2, 2017.

Becky Malone, City Clerk
SEAL

Attachment A

Planning Commission Report and Recommendation, dated July 17, 2017



WAYZATA PLANNING COMMISSION

July 17, 2017

REPORT AND RECOMMENDATION OF APPROVAL OF CONDITIONAL USE PERMIT FOR TELECOMMUNICATIONS FACILITY AT 800 WAYZATA BLVD E

SUMMARY OF RECOMMENDATION

Approval of CUP for Telecommunications Facility*
*subject to certain conditions noted in this Report

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Proposed Use. Buell Consulting, on behalf of T-Mobile Central, LLC, and property owner 816 Wayzata Associates (the "Applicant"), have submitted a development application (the "Application") to construct and operate a telecommunications facility (the "Telecom Facility" and "Proposed Use") at 800 Wayzata Blvd E (the "Property") comprising of cellular antennas located on the roof of the building on the Property, and accessory equipment located on the ground, on the south side of the building, as depicted on the plans submitted with the Application and listed in Exhibit A (collectively, the "Telecom Equipment").
- 1.2 Approval Requested. The land use approval requested in the Application is for a conditional use permit for the Telecom Facility pursuant to City Code Section 801.31.4.B (the "Telecom CUP").
- 1.3 Property. The street address, property identification number and owner of the Property are:

800 Wayzata Blvd E	06-117-22-13-0108	816 Wayzata Associates
--------------------	-------------------	------------------------

- 1.4 Land Use Designations. The Property is zoned C-1/Office and Limited Commercial District and guided Mixed Use Commercial under the Wayzata Comprehensive Plan.
- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Lakeshore Weekly News* on June 8, 2017. A copy of the notice was

mailed to all property owners located with 350 feet of the Property on June 9, 2017. The public hearing on the Application was held at the June 19, 2017 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Telecommunications Ordinance. Section 31 of the City's Zoning Ordinance (the "Telecommunications Ordinance") regulates the siting, screening and operation of wireless telecommunications facilities and equipment in the City. The purpose and intent of the Telecommunications Ordinance is to accommodate wireless communications systems that provide a valuable service to the public while minimizing adverse impacts the City's natural resources, aesthetics, public spaces, surrounding neighborhood property values, and the general health, safety and public welfare, all as allowed under applicable Federal law. City Code Sec. 801.31.1.
- 2.2 Standards for Telecommunications Facilities CUPs. Telecommunication Facilities may not be located on any locations (other than a Telecommunications Tower with an existing CUP) unless the Applicant first obtains a Conditional Use Permit for the Telecommunications Facility. City Code Sec. 801.31.4.B. A Telecommunications Facility is any facility or location maintained by a commercial enterprise where Telecommunications Equipment (antennas and accessory equipment) is located. The provisions of Section 801.04.2.F of the Zoning Ordinance must be considered and satisfactorily met for all CUPs. These provisions require City Council to consider possible adverse effects of the proposed conditional use. Council's judgment shall be based upon (but not limited to) the following factors:
- A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.
 - B. The proposed use's compatibility with present and future uses of the area.
 - C. The proposed use's conformity with all performance standards contained in the Zoning Ordinance (i.e., parking, loading, noise, etc.).
 - D. The proposed use's effect on the area in which it is proposed.
 - E. The proposed use's impact upon property values in the area in which it is developed.
 - F. Traffic generated by the proposed use is in relation to capabilities of streets serving the property.
 - G. The proposed use's impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

Section 3. FINDINGS

Based on the Application materials, staff reports, public comment presented at the public hearing, and Wayzata's Zoning Ordinance, the Planning Commission of the City of Wayzata makes the following findings:

- 3.1 Telecom CUP. The proposed construction and use of the Telecom Facility on the Property (the "Proposed Use") would meet the criteria for a conditional use permit, subject to and regulated by Section 801.04 of the Zoning Ordinance for CUPs.
- A. The Proposed Use complies with the specific policies and provisions of the official City Comprehensive Plan which guides the property for mixed commercial uses.
 - B. The Proposed Use is compatible with present and future uses of the area, which include other commercial uses and proximity to significant transportation corridors.
 - C. The Proposed Use conforms with all applicable performance standards contained in the Zoning Ordinance (i.e., parking, loading, noise, etc.), including all standards for telecommunications equipment attached to existing building that are outlined in City Code Section 801.31 Subd. 4.B.3.
 - D. The Proposed Use will not have a significant negative effect on the area in which it is proposed, as the use will be confined to the roof and rear of the Property, and otherwise meet the standards of the Telecommunications Ordinance and the Zoning Ordinance.
 - E. The Proposed Use will not have a significant negative impact upon property values in the area.
 - F. The Proposed Use will not generate significant traffic above the current use.
 - G. The Proposed Use will not have a negative impact upon existing public services and facilities including parks, schools, streets and utilities, and the City's service capacity.

Section 4. RECOMMENDATION

- 4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **APPROVAL** of the Telecom CUP, subject to the following conditions:
- A. Other Permits and Standards. The Applicant must secure all necessary building, construction, and other permits for the Project.

- B. Service Vehicle Parking. Service vehicles for maintenance of the Telecom Equipment must be parked on the existing paved and screened off-street parking on the Property. Service vehicles for maintenance of the Telecom Equipment must not be parked on public streets adjacent to the Property.
- C. Ongoing Operation and Maintenance. The ongoing operation and maintenance of the Telecom Facility and Telecom Equipment must comply with all of the General Standards for Telecommunication Facilities set forth in Sec. 801.31 Subd. 5 of the Telecommunications Ordinance.
- D. Recording of CUP. In accordance with City Code, the Applicant must record the Conditional Use Permit with the County Recorder within thirty (30) days of the City Council approval date, and as soon as reasonably possible thereafter, furnish the City proof of recording. No building permits for the Property will be granted until such proof of recording is furnished to the City.
- E. Costs. All expenses of the City of Wayzata, including consultant, expert, legal, and planning incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 17th day of July 2017.

Voting In Favor: Gonzalez, Gruber, Iverson, Murray, Young

Voting Against: Buchanan, Flannigan

Abstaining: None

Absent: None

Report and Recommendation Adopted.

Exhibit A

Telecom Equipment Plans

1. Zoning Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
2. Location Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
3. Enlarged Site Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
4. Site Grading Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
5. Roof Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017.
6. Equipment Details prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
7. Structural Plan & Details prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
8. FRP Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
9. Structural Details prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
10. Site Elevation prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
11. Antenna Configuration prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
12. Utility Routing Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
13. Grounding Plan prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
14. Grounding Details prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
15. General Notes and Specifications prepared by Terra Consulting Group, LTD, and dated October 26, 2016 with a revisions date of May 12, 2017
16. Boundary & Topographic Survey prepared by Egan, Field & Nowak, Inc. and dated November 15, 2016.



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 8c
TITLE: Consider Resolution No. 28-2017 approving a variance for an electronic sign at 1325 Wayzata Blvd E	
PROPOSED MOTION: Adopt Resolution No. 28-2017	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Adopt the resolution approving the development application.

FINANCIAL OR BUDGET CONSIDERATION:

The development application does not have any impact on the City budget.

BACKGROUND:Application Overview

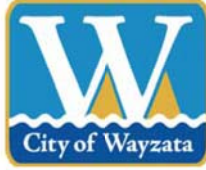
The applicant, Holiday Stationstores, is proposing to add a dynamic/digital wall sign at the Holiday gas station located at 1325 Wayzata Blvd E. The proposal requires a variance to allow a dynamic/digital sign.

Planning Commission Review

The Planning Commission reviewed the development application and held a public hearing at its meeting on June 19, 2017. On July 17th, the Planning Commission adopted a Report and Recommendation for approval of the development application, subject to several conditions of approval.

ATTACHMENTS:

1. June 19, 2017 Staff Report
2. Applicant's narrative
3. Proposed plans
4. June 19, 2017 Planning Commission meeting minutes
5. July 17, 2017 Planning Commission draft meeting minutes
6. Draft Resolution No. 28-2017
7. Planning Commission Report and Recommendation



**Staff Report
June 19, 2017**

Addresses of Request: 1325 Wayzata Blvd E
Applicant Holiday Stationstores, Inc.
Prepared by: Jeff Thomson, Director of Planning and Building
“60 Day” Deadline: July 18, 2017

Development Application

Introduction

The applicant, Holiday Stationstores, is proposing to add a dynamic/digital wall sign at the Holiday gas station located at 1325 Wayzata Blvd E.

Property Information

The property identification number and owner of the property are as follows:

Address	PID	Owner
1325 Wayzata Blvd E	05-117-22-24-0013	Holiday Stationstores

The current zoning and comprehensive plan land use designation for the property are as follows:

Current zoning:	C-3/Service District
Comp plan designation:	Mixed Use Commercial
Overlay districts:	None

Project Location

The property is located on the north side of Wayzata Blvd E, west of the Bushaway Rd/County Rd 101 intersection:

Map 1: Project Location



Application Requests

As part of the submitted development application, the applicant is requesting approval of the following item:

- A. Variance to allow a dynamic/digital: The City's sign ordinance prohibits flashing signs or similar devices. The proposed dynamic/digital sign would meet the definition of a flashing sign, and is therefore prohibited by the zoning ordinance. The applicant is requesting a variance from the flashing sign prohibition. (City Code Section 801.27.06.B)

Adjacent Land Uses

The following table outlines the uses, zoning, and Comprehensive Plan land use designations for adjacent properties:

Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	Punch/Chipotle parking lot	C-3/Service District	Mixed Use Commercial
East	Gerring Car Wash	C-3/Service District	Mixed Use Commercial
South	Wayzata Blvd E	N/A	N/A
West	Punch/Chipotle commercial building	C-3/Service District	Mixed Use Commercial

Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly News* on June 8, 2017. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on June 9, 2017.

Analysis of Application

Proposed Signs

The property currently has wall signs on the south elevation of the building, and on the south, east and west sides of the gas canopy. The proposed plans include updating all of the existing wall signs. On two sides of the gas canopy, the "Holiday" letters would be removed and only the Holiday logo would remain. The total size of the proposed wall signs meets the sign ordinance requirements.

In addition to updating the wall signs, the applicant is proposing to add a dynamic/digital wall sign on the south elevation of the building. The proposed digital sign would be 24.4 square feet in size, and would be used to promote products available for sale at the gas station. The sign is intended to be visible to customers using the gas pump facilities, and it not intended to be highly visible from traffic on Wayzata Blvd E.

Sign Ordinance Regulations

The City's sign ordinance does not specifically address digital or dynamic signs. The following signs are prohibited in the City:

Revolving beacons, revolving, swinging, moving signs or signs with moving parts, zip flashers, flashing signs or similar devices, excepting time and temperature information. (Cide Code Section 801.27.06)

In interpreting the ordinance, staff finds that a digital sign would meet the definition of a flashing sign or similar device for two reasons: (1) digital signs use light as the medium for the sign message, and the transition from one sign message to another sign results in flashing light; and (2) the subsection specifically exempts time and temperature information, which infers that a digital sign with time and temperature information would otherwise be considered a flashing sign if it were not specifically exempted.

Operational Restrictions

The applicant is proposing the following restrictions on operation of the sign:

1. *Content of the messages.* Only products or services available on site will be displayed on the EMC.
2. *Character of the message and display.* The sign will only display static and stable text and/or images. Animated messages or displays or animation as part of any message or display would be prohibited. Other modes of displaying messages, including scrolling, are prohibited. Modes of display that cause the message to flash are prohibited.
3. *Duration of the message.* The interval between serial messages or changes of the display is proposed to be 15 seconds.
4. *Transition between messages.* The transition from one static and stable display to another will be direct and immediate without any special effects including fading, wiping and dissolving.

5. *Maximum brightness and illumination.* The EMC will be restricted in its illumination and brightness so that it will not exceed a maximum illumination of 500 NITS during the nighttime and 7500 NITS during the daytime. The EMC will be equipped with a dimmer that automatically controls the sign's brightness to comply with this condition and assure at any time the sign's intensity does not exceed .3 foot candles above ambient light levels as measured from one hundred (100) feet from the sign's face. If there is a violation of the brightness standards, the adjustment must be made within one (1) business day upon notice of non-compliance from the city.

Applicable Code Provisions for Review

Variance Standards: Section 801.05.1.C provides the criteria for reviewing variances from the Zoning Ordinance. The Variance requested in the Application is a Setback Variance. The variance review criteria are as follows:

- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of this Ordinance; and
 - (ii) consistent with the Comprehensive Plan.
- B. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with this Ordinance.
- C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by this Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.
- D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
- E. Variances shall be granted for earth sheltered construction as defined in Minnesota Statutes, section 216C.06, subdivision 14, when in harmony with this Ordinance.
- F. The City Council shall not permit as a variance any use that is not allowed under this Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.

- G. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- H. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Action Steps

After considering the items outlined in this report and the public hearing held at the meeting, the Planning Commission should direct staff to prepare a *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the application for review and adoption at the next Planning Commission meeting.

Attachments

- Applicant's Narrative
- Plans

Holiday Stationstores proposes to install a 3ft. 7in. tall and 6ft. 9in. wide (24.43 sf) electronic message center (EMC) on the south façade of our Wayzata Stationstore (See Attachment One). If the variance is granted Holiday will make the following adjustments to our present sign package in order to maintain compliance with the overall sign area allowed on the site.

Location	Type	Sq. Ft.	Type	Sq. Ft.	Change	Attachment
	Present		Proposed			
Building	Logo	9.55	Trademark + Logo EMC	46.29 24.43	+61.17	Attachment 1
Canopy						
South Edge	Trademark + Logo	47.51	No Change	47.51	None	Attachment 2
East Edge	Trademark + Logo	47.51	Logo Only	7.74	- 39.77	Attachment 3
	Price Sign	7.95	No Change	7.95		
West Edge	Trademark + Logo	47.51	Logo Only	7.74	- 39.77	Attachment 4
	Price Sign	7.95	No Change	7.95		
Total		167.98 sf		149.61 sf	- 18.37 sf	

To assure the EMC would not be a revolving beacon, revolving sign, would not swing or move, or be a sign with moving parts, zip flashers, or would be a flashing sign and will be in harmony with and not alter the essential character of the locality the following conditions on its approval are proposed.

A. Operation

1. *Content of the messages.* Only products or services available on site will be displayed on the EMC.
2. *Character of the message and display.* The sign will only display static and stable text and/or images. Animated messages or displays or animation as part of any message or display would be prohibited. Other modes of displaying messages, including scrolling, are prohibited. Modes of display that cause the message to flash are prohibited. *(no dancing bananas)*
3. *Duration of the message.* The interval between serial messages or changes of the display is proposed to be 15 seconds.
4. *Transition between messages.* The transition from one static and stable display to another will be direct and immediate without any special effects including fading, wiping and dissolving.
5. *Maximum brightness and illumination.* The EMC will be restricted in its illumination and brightness so that it will not exceed a maximum illumination of 500 NITS during the

nighttime and 7500 NITS during the daytime. The EMC will be equipped with a dimmer that automatically controls the sign's brightness to comply with this condition and assure at any time the sign's intensity does not exceed .3 foot candles above ambient light levels as measured from one hundred (100) feet from the sign's face. If there is a violation of the brightness standards, the adjustment must be made within one (1) business day upon notice of non-compliance from the city.

B. Prominence

By the EMC's proposed size and location on the south façade of the store it will be directed to and primarily read by customers on our site, not from Wayzata Blvd. The EMC will be parallel, not perpendicular to traffic on Wayzata Blvd, and located approximately 190 ft from its centerline. The view from the roadway will be through the canopy and obstructed by the canopy's supports.

C. Malfunction

1. *If the EMC Malfunctions.* The EMC will be designed and equipped to freeze the sign face in one position if a malfunction occurs. The EMC will also be equipped with a means to immediately discontinue the display if it malfunctions.

2. *Operation of the EMC not in compliance with these conditions.* Holiday must turn off the display within one (1) hour of notification from the City it is not complying with any of the conditions on the approval.

Reasonable Use of the Property

The key to the viability and competitiveness of a convenience store is maintaining a balance between "outside sales", basically fuel, and "inside sales", the products and services offered inside the store. The goal is encouraging customers to not just pay at the pump and drive away and to visit the store when not purchasing fuel. Holiday continues to evolve offering a wider and fresher array of products inside its stores through its "Pantry" strategy. Holiday has found using the EMC technology to feature products and specials changing throughout the day to reach out to customers and remind them of the products and values inside the store has been effective throughout Holiday's network of Stationstores.

As noted above, the primary audience for this EMC, given its limited prominence on this site, will be customers already on the site purchasing fuel and hopefully reminding them to visit the inside of the store before they leave or to come back later for a purchase from the store.

The use of EMC technology with the conditions proposed at this property is reasonable but not permitted by literal provision of section 801.27.06 2.

The plight of the landowner is due to circumstances unique to the property,
and not created by the landowner

The unique circumstance of this property is the absence of a freestanding sign where a changeable message would typically be displayed. Due to the depth of the site and its present configuration there is no space for a monument sign to be installed along Wayzata Blvd where it would not interfere with circulation on the site and clear vision for vehicles entering and leaving the site.

The use of the EMC technology that allows color text and static images compensates for the absence of this opportunity.

The variance, if granted, will not alter the essential character of the locality

The limited off site prominence of the EMC and the careful conditions proposed for its operation will confine potential impacts of the EMC to the site. The variance allowing the EMC, if granted, will not alter the essential character of this area of service facilities for the motoring public adjacent to a major arterial street.



Existing



Proposed

CHANNEL LETTER SQUARE FOOTAGE: 46.29
ELECTRONIC MESSAGE CENTER: 24.43



GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"

16'-10 3/4"



Holiday

2'-9 3/4"

GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"

APPROVAL BOX - PLEASE INITIAL

CUSTOMER APPROVAL

Date

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: HOLIDAY STATIONSTORE	Date: 06APR17	Prepared By: JW/SC	persöna SIGNS LIGHTING IMAGE DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1 800 843 9688 • www.personasigns.com
Location: #129 WAYZATA, MN	File Name: 153701 - R2 - WAYZATA, MN	Eng: -	

Canopy - South Edge (No Change)

Attachment 2



Existing



Proposed

CHANNEL LETTERS SQUARE FOOTAGE: 46.29

APPROVAL BOX - PLEASE INITIAL			
CUSTOMER APPROVAL		Date	
NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.			
Customer: HOLIDAY STATIONSTORE	Date: 03/14/17	Prepared By: JW	Eng: -
Location: #129 WAYZATA, MN	File Name: 153701 - R2 - WAYZATA, MN		
DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PG Box 210 Watertown, SD 57201-0210 1 800 843 9888 • www.personasigns.com			



Existing



Proposed



LOGO SQUARE FOOTAGE: 7.74

PRICE SIGN SQUARE FOOTAGE: 7.95

GRAPHIC DETAIL
SCALE: 3/4" = 1'-0"

APPROVAL BOX - PLEASE INITIAL

CUSTOMER APPROVAL

DATE

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:	HOLIDAY STATIONSTORE	Date:	03/14/17	Prepared By:	JW
Location:	#129 WAYZATA, MN	File Name:	153701 - R2 - WAYZATA, MN	Eng:	-

NOTE: Color rendering will be used when viewing in person. All dimensions are in feet and inches. All dimensions are approximate and subject to change without notice. If a discrepancy is found, please provide the correct dimensions and a separate drawing will be made.

persōna
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1 800 843 9688 • www.personasigns.com



Existing



Proposed



LOGO SQUARE FOOTAGE: 774
PRICE SIGN SQUARE FOOTAGE: 795

GRAPHIC DETAIL
SCALE: 3/4" = 1'-0"

APPROVAL BOX - PLEASE INITIAL	
CUSTOMER APPROVAL	Date:
NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.	
Customer: HOLIDAY STATIONSTORE Location: #129 WAYZATA, MN	Date: 03/14/17 Prepared By: JW File Name: 153701 - R2 - WAYZATA, MN
persöna SIGNS LIGHTING IMAGE DISTRIBUTED BY SIGN UP COMPANY 700 21st Street SouthWest PO Box 270 Watertown, SD 57201-0270 1.800.843.9888 • www.personasigns.com	

Holiday Stationstore 1325 East Wayzata Blvd



Photo One Front of Stationstore



Photo Two East side of Stationstore

Holiday Stationstore 1325 East Wayzata Blvd



Photo Three Canopy and Stationstore from SE corner of the site



Photo Four Along Wayzata Blvd

Holiday Stationstore 1325 East Wayzata Blvd



Photo Five Canopy and Stationstore from SW corner of site



Photo Six West Side of Stationstore

**WAYZATA PLANNING COMMISSION
MEETING MINUTES
JUNE 19, 2017**

AGENDA ITEM 1. Call to Order and Roll Call

Chair Iverson called the meeting to order at 7:00 p.m.

Present at roll call were Commissioners: Gruber, Gonzalez, Iverson, Murray, Flannigan, and Buchanan. Absent: Young. Director of Planning and Building Jeff Thomson and City Attorney Paul Kaminski were also present.

AGENDA ITEM 2. Approval of Agenda

Commissioner Gonzalez made a motion, Seconded by Commissioner Murray, to approve the June 19, 2017 meeting agenda as presented. The motion carried unanimously.

AGENDA ITEM 3. Approval of Minutes

a.) May 15, 2017 Planning Commission Meeting

Commissioner Buchanan made a motion, Seconded by Commissioner Gruber, to approve the May 15, 2017 Planning Commission Meeting minutes as presented. The motion carried 6-ayes and 1-abstain (Gonzalez).

b.) June 5, 2017 Planning Commission Meeting

Commissioner Buchanan made a motion, Seconded by Commissioner Gonzalez, to approve the June 5, 2017 Planning Commission Meeting minutes as presented. The motion carried unanimously.

AGENDA ITEM 4. Public Hearing Items:

a.) Holiday Stationstores – 1325 Wayzata Blvd E

i. Variance

Director of Planning and Building Thomson stated the applicant, Holiday Stationstores, is proposing to add a dynamic/digital wall sign at the Holiday gas station located at 1325 Wayzata Blvd E. The City's sign ordinance, a section of the zoning ordinance, prohibits flashing signs or similar devices. The proposed dynamic/digital sign would meet the zoning ordinance's definition of a flashing sign, and is therefore prohibited by the zoning ordinance. The applicant is requesting a variance from the flashing sign prohibition. The applicant is proposing

1 restrictions on the operation of the sign, including the content of the messages displayed, the
2 character of the message and display, the duration of the message, and transition between
3 messages.

4
5 Commissioner Buchanan asked if the Village Square sign would be considered a digital sign.

6
7 Mr. Thomson stated there are a number of existing digital signs in the City, and these were
8 approved as part of the Planned Unit Development (PUD) process. The applicant's property is
9 not zoned PUD. He explained that the proposed sign would be different than existing digital
10 signs in the City because it is a video display. The other digital signs in the City are
11 monochromatic signs that display text, and have limited ability to display images.

12
13 Mr. Michael Cronin, 8809 W Bush Lake Rd, Bloomington, representing Holiday Stationstores,
14 stated they are proposing to have an electronic display that does not include revolving beacons,
15 revolving, swinging, moving parts, or zip flashers. The conditions that they are proposing on the
16 sign display include the following: 1) Only products or services available on site will be
17 displayed, 2.) The sign will only display static and stable text and/or images. Animated
18 messages or displays or animation as part of any message would be prohibited. Other modes of
19 displaying messages, including scrolling, would be prohibited. Modes of display that cause the
20 message to flash are prohibited, 3.) The interval between serial messages or changes of the
21 display will be 15 seconds, and 4.) The transition from one static and stable display to another
22 will be direct and immediate without any special effects including fading, wiping, and
23 dissolving. The sign would be located on the wall behind the canopy and trees, and is not
24 intended to be highly visible from Wayzata Blvd. These signs also have a range of "nits" or
25 brightness and this is regulated by the outside lighting, getting brighter as it gets lighter and
26 dimmer as it gets darker. He stated one of the difficulties with this particular store is that there is
27 no free-standing sign that they can use to let customers know what specials are going on inside
28 the store.

29
30 Commissioner Gonzalez asked whom the applicant was trying to reach with this type of
31 advertisement and if the sign would be visible from all of the pumps.

32
33 Mr. Cronin stated they are attempting to reach those people that are using the pay at the pump
34 feature and pumping gas right outside of the store. The sign would be visible from most of the
35 pumps.

36
37 Commissioner Gonzalez asked if the station had ads that display at the pumps.

38
39 Mr. Cronin stated they had tried this approach, but the City Staff had stated this would not be
40 possible.

41
42 Commissioner Gruber asked if the applicant would prefer to have the individual displays at the
43 pumps or the larger display on the wall of the building.

44
45 Mr. Cronin stated the wall display has been tested at other sites and proven to be effective.

1 Chair Iverson asked how the applicant had settled on 15 seconds between screen changes.

2
3 Mr. Cronin stated most City Ordinances have a range of 8 seconds to 1 minute and they are
4 proposing to start at 15 seconds because the sign is not located on a road it is not directed at the
5 public. From a marketing stand point, the shorter the time the better because it gets more
6 information to the customer. If the City approves 15 seconds, then that is what they will use as
7 their limit.

8
9 Commissioner Buchanan stated that he had timed other signs in the City, and Village Square's
10 sign changed every 6 seconds, Wayzata Community Church changed every 5 seconds, and
11 Walgreens changed every 20 seconds.

12
13 Chair Iverson opened the public hearing at 7:26 p.m.

14
15 There being no one wishing to address the Planning Commission, Chair Iverson closed the
16 public hearing at 7:27 p.m.

17
18 Commissioner Flannigan asked if the applicant would be allowed to have this type of sign if they
19 were able to have a freestanding sign.

20
21 Mr. Thomson stated the City would allow for a freestanding sign but the same prohibition on
22 flashing signs would apply.

23
24 Commissioner Gonzalez expressed concerns that the sign would project light into the residential
25 neighborhoods.

26
27 Commissioner Flannigan stated the applicant is removing signage from a couple facades that
28 would be closer to the street. The placement of the sign on the building would be lower than the
29 gas canopy façade that faces the road. He stated he would favorably consider this request if it
30 were limited to one sign with a 30 second time between message changes. It will not create
31 unsafe driving conditions on Wayzata Blvd.

32
33 Commissioner Buchanan stated the request is reasonable and does not present a danger to the
34 street or motorists.

35
36 Commissioner Murray stated he would also support the request.

37
38 Commissioner Gonzalez suggested the Planning Commission add review of the sign ordinance to
39 the Commission's work plan.

40
41 Commissioner Gruber stated the proposed sign is less invasive than the existing signs in the City.
42 She stated the practical difficulties are the depth of the property, the proposed sign being set back
43 from Wayzata Blvd, and that there is no room on the property to put up a freestanding monument
44 sign.

45
46 Commissioner Gonzalez stated she would reluctantly be able to support the variance request.

1
2 Chair Iverson stated she hopes that the sign does not create traffic problems, and if it does the
3 City should revisit the request. She stated it is difficult to not approve the request since there are
4 similar signs like it in the City.

5
6 Commissioner Flannigan suggested limiting the number of signs to one, and also changing the
7 interval between messages from 15 seconds to 30 seconds.

8
9 Chair Iverson stated the increased time would make her more comfortable with the safety aspect.

10
11 Commissioner Gonzalez stated Holiday's market studies had showed 15 seconds to be effective.

12
13 Commission Flannigan stated Walgreens has a 20 second interval, and he would like to see the
14 City be consistent.

15
16 Mr. Cronin explained the market research behind the 15 second interval request.

17
18 Commissioner Gonzalez stated she would recommend approval of the 15-second interval.

19
20 Commissioner Gonzalez made a motion, Seconded by Commissioner Gruber, to direct staff to
21 prepare a draft Planning Commission Report and Recommendation, with appropriate findings,
22 reflecting approval of the variance request for the Holiday Stationstores located at 1325 Wayzata
23 Blvd E for one 24.4 square dynamic/digital sign, subject to the conditions outlined by the
24 applicant, for review and possible approval at the next Planning Commission meeting. The
25 motion carried unanimously.

26
27 **b.) Buell Consulting – 800 Wayzata Blvd E**
28 **i. Conditional Use Permit**
29

30 Director of Planning and Building Thomson stated Buell Consulting, on behalf of T-Mobile
31 Central, LLC, has submitted a development application to construct a telecommunications
32 facility for cellular antennas and associated equipment at 800 Wayzata Blvd E. The applicant is
33 proposing to install 6 cellular telecommunications antennas on the roof of the existing building.
34 The proposed antennas would be located on the southeast corner of the building, and would be
35 mounted behind a new screening wall that would be constructed on the roof deck. The proposed
36 screening wall would extend 14-feet above the existing roof deck. The accessory equipment for
37 the telecommunications antennas would be mounted on the ground, on the south side of the
38 existing building. The proposed equipment area is approximately 150 square feet in size and
39 would be surrounded by a cedar fence. The wood fence would fully screen the equipment area
40 from surrounding properties, and the height of the fence is greater than the height of the
41 proposed ground-mounted equipment. The ordinance states that accessory equipment shall be
42 entirely located with an existing structure or within rooftop screening walls, whenever possible.
43 If a new equipment building is necessary, it shall be situated to the rear or side of the principal
44 use and shall be screened from view by landscaping where appropriate. The stealth design
45 techniques provided in the proposed plans include constructing the antennas behind a screening
46 wall so that the antennas would not be visible. The screening wall would be designed to match

**WAYZATA PLANNING COMMISSION
MEETING MINUTES
JULY 17, 2017**

AGENDA ITEM 1. Call to Order and Roll Call

Chair Iverson called the meeting to order at 7:00 p.m.

Present at roll call were Commissioners: Young, Gruber, Gonzalez, Iverson, Murray, Flannigan, and Buchanan. Absent: None. Director of Planning and Building Jeff Thomson and City Attorney David Schelzel were also present.

AGENDA ITEM 2. Approval of Agenda

Commissioner Gruber made a motion, Seconded by Commissioner Murray to approve the June 19, 2017 meeting agenda as presented. The motion carried unanimously.

AGENDA ITEM 3. Approval of Minutes

a.) June 19, 2017 Planning Commission Meeting

Commissioner Gonzalez stated on page 4, line 17 should be changed to read "Commissioner Gonzalez stated she would recommend approval of the 15 second interval."

Commissioner Gonzalez made a motion, Seconded by Commissioner Gruber to approve the June 19, 2017 Planning Commission Meeting minutes as amended. The motion carried unanimously.

AGENDA ITEM 4. Old Business Items:

a.) Holiday – 1325 Wayzata Blvd E

i. Variance

Mr. Thomson stated the applicant, Holiday Stationstores, is proposing to add a dynamic/digital wall sign at the Holiday gas station located at 1325 Wayzata Blvd. The City's sign ordinance prohibits flashing signs or similar devices. The proposed dynamic/digital sign would meet the definition of a flashing sign, and is therefore prohibited by the zoning ordinance. The applicant is requesting a variance from the flashing sign prohibition. The applicant is proposing restrictions on the operation of the sign including the content of the messages displayed, the character of the message and display, the duration of the message, and transition between messages. The Planning Commission reviewed the development application and held a public hearing at its meeting on June 19th, and the Planning Commission directed staff to prepare a draft Planning Commission

1 Report and Recommendation recommending approval with the conditions proposed by the
2 applicant.

3
4 Commissioner Buchanan made a motion, Seconded by Commissioner Gruber to adopt the
5 Planning Commission Report and Recommendation of Approval of a Variance for a Proposed
6 Electronic sign at 1325 Wayzata Blvd. E subject to the conditions outlined in Section 4. The
7 motion carried unanimously.
8

9 **b.) Buell Consulting – 800 Wayzata Blvd E**

10 **i. Conditional Use Permit**

11
12 Mr. Thomson stated the applicant, Buell Consulting, on behalf of T-Mobile Central, LLC, has
13 submitted a development application to construct a telecommunications facility for cellular
14 antennas and associated equipment on the site located at 800 Wayzata Blvd E. The applicant is
15 proposing to install 6 cellular telecommunications antennas on the top of the existing building.
16 The proposed antennas would be located on the southeast corner of the building and would be
17 mounted behind a new screening wall that would be constructed on the roof deck of the building.
18 The proposed screening wall would extend 14-feet above the existing roof deck. The accessory
19 equipment for the telecommunications antennas would be mounted on the ground, on the south
20 side of the existing building. The proposed equipment area is approximately 150 square feet in
21 size and would be surrounded by a cedar fence. The wood fence would fully screen the equipment
22 area from surrounding properties and the height of the fence is greater than the height of the
23 proposed ground-mounted equipment. The ordinance states that accessory equipment shall be
24 entirely located within an existing structure or within rooftop screening walls, whenever possible.
25 If a new equipment building is necessary, it shall be situated to the rear or side of the principal use
26 and shall be screened from view by landscaping where appropriate. At its meeting on June 19th,
27 the Planning Commission inquired as to whether a conditional use permit is required for the fence.
28 City staff and the City attorney have reviewed the telecommunications ordinance and fence
29 ordinance and determined that a separate conditional use permit for the fence is not required. The
30 Planning Commission reviewed the development application and held a public hearing at its
31 meeting on June 19th, and the Planning Commission directed staff to prepare a draft Planning
32 Commission Report and Recommendation for approval of the development application.
33

34 Commissioner Buchanan stated the service vehicle parking condition in Section 4.B is in conflict
35 with the Telecommunications Ordinance.

36
37 Mr. Thomson stated the Telecommunications Ordinance does specify that maintenance vehicles
38 must park on a public street unless there is a screened and paved parking area on the lot itself.
39

40 Chair Iverson stated Buell Consulting provided a letter explaining the difficulties of accessing the
41 site from the parking area on the site, and they are requesting that access be allowed directly from
42 the Chicago Avenue public right of way.
43

44 Commissioner Gonzalez stated a temporary permit could be obtained from the City if there were
45 problems accessing the site from the parking lot.
46

DRAFT RESOLUTION NO. 28-2017

**RESOLUTION APPROVING VARIANCE FOR ELECTRONIC SIGN
AT 1325 WAYZATA BLVD E**

WHEREAS, Holiday Stationstores (the "Applicant") has submitted a development application (the "Application") requesting approval of a variance from the City's sign ordinance that prohibits flashing signs or similar devices (the "Sign Variance") in order to install a 3ft. 7in. tall and 6ft. 9in. wide (24.4 sq. ft.) electronic sign (the "Proposed Sign") on the south façade of the Holiday gas station/convenience store building located at 1325 Wayzata Blvd E (the "Property"); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application on June 19, 2017, and adopted a Report and Recommendation to the City Council to approve the Sign Variance on July 17, 2017, a copy of which is attached to this Resolution as Attachment A ("PC Report and Recommendation").

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

A. Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the public hearings, the standards of the Wayzata Zoning Ordinance, and the findings and recommendations of the PC Report and Recommendation, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby finds, confirms and memorializes that the Application for the Sign Variance meets the applicable requirements of Wayzata's Zoning Ordinance.

B. Based on the foregoing, the Sign Variance for the Proposed Sign requested in the Application, and as defined in the record, is hereby **APPROVED**, subject to satisfaction and continuing compliance with all of the following conditions:

1. Operation of Sign. The Proposed Sign must comply with all of the following operational requirements:
 - a. *Content of the messages*. Only products or services available on the Property will be displayed on the sign.
 - b. *Character of the message and display*. The sign will only display static and stable text and/or images. Animated messages or displays or animation as part of any message or display are prohibited. Other modes of displaying messages, including scrolling, are prohibited. Modes of display that cause the message to flash are prohibited.

- c. *Duration of the message.* The interval between serial messages or changes of the display shall be at least 15 seconds.
 - d. *Transition between messages.* The transition from one static and stable display to another will be direct and immediate, without any special effects including fading, wiping and dissolving.
 - e. *Maximum brightness and illumination.* The sign will be restricted in its illumination and brightness so that it will not exceed a maximum illumination of 500 NITS during the nighttime and 7500 NITS during the daytime. The Proposed Sign will be equipped with a dimmer that automatically controls the sign's brightness to comply with this condition and assure at any time the sign's intensity does not exceed .3 foot candles above ambient light levels as measured from one hundred (100) feet from the sign's face. If there is a violation of the brightness standards, the adjustment must be made within one (1) business day upon notice of non-compliance from the City.
2. Recording of Variance. In accordance with City Code, the Applicant must record the Sign Variance with the County Recorder within thirty (30) days of the City Council approval date and as soon as reasonably possible thereafter, furnish the City proof of recording. No building permits for the Property shall be granted until such proof of recording is furnished to the City
3. Costs. All expenses of the City of Wayzata, including consultant, expert, legal, and planning incurred must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 2nd day of August, 2017.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

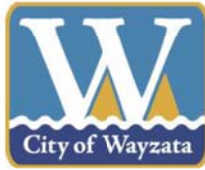
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on August 2, 2017.

Becky Malone, City Clerk
SEAL

Attachment A

Planning Commission Report and Recommendation, dated July 17, 2017



WAYZATA PLANNING COMMISSION

July 17, 2017

REPORT AND RECOMMENDATION OF APPROVAL OF A VARIANCE FOR A PROPOSED ELECTRONIC SIGN AT 1325 WAYZATA BLVD E

SUMMARY OF RECOMMENDATION

Approval* of Variance for an electronic wall sign at the Holiday gas station and convenience store

** subject to certain conditions noted in Section 4 of this Report*

REPORT AND RECOMMENDATION

Section 1. BACKGROUND

- 1.1 Proposed Use. Holiday Stationstores (the "Applicant") is proposing to install a 3ft. 7in. tall and 6ft. 9in. wide (24.4 sf) electronic sign (the "Proposed Sign") on the south façade of the Holiday gas station/convenience store building located at 1325 Wayzata Blvd E (the "Property").
- 1.2 Approval Requested. The Application requests approval of a variance from the City's sign ordinance that prohibits flashing signs or similar devices, in order to install the Proposed Sign (the "Sign Variance").
- 1.3 Property. The street address, property identification number and owner of the Property are:

Address	PID	Owner
1325 Wayzata Blvd E	05-117-22-24-0013	Holiday Stationstores

- 1.4 Land Use. The Property is zoned C-3/Service District and guided Mixed Use Commercial under the Wayzata Comprehensive Plan.
- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Lakeshore Weekly News* on June 8, 2017. A copy of the notice was mailed to all property owners located within 350 feet of the Property on June 9,

2017. The public hearing on the Application was held at the June 19, 2017 Planning Commission meeting.

Section 2. STANDARDS

- 2.1 Prohibited Signs. The City's sign ordinance (Sec. 27 of the Zoning Ordinance) prohibits revolving beacons, revolving, swinging, moving signs or signs with moving parts, zip flashers, flashing signs or similar devices, excepting time and temperature information. (City Code Section 801.27.06.B).
- 2.2 Variance. The applicable criteria for granting a variance from the standards of the Zoning Ordinance under Sec. 801.05.1.C. are:
- A. Variances shall only be permitted when they are:
 - (i) in harmony with the general purposes and intent of the Zoning Ordinance; and
 - (ii) consistent with the Comprehensive Plan.
 - B. Variances may be granted when the Applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance.
 - C. "Practical difficulties," as used in connection with the granting of a variance, means that:
 - (i) the property owner's proposal for the property is reasonable but not permitted by the Zoning Ordinance;
 - (ii) the plight of the landowner is due to circumstances unique to the property, and not created by the landowner; and
 - (iii) the variance, if granted, will not alter the essential character of the locality.
 - D. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - E. The City Council shall not permit as a variance any use that is not allowed under the Zoning Ordinance for property in the zoning district where the affected person's land is located, except the City Council may permit as a variance the temporary use of a one family dwelling as a two family dwelling.
 - F. An application for a variance shall set forth reasons that the variance is justified under the criteria of this section in order to make reasonable use of the land, structure or building.

Section 3. FINDINGS

Based on the Application materials, staff report, public comment presented at the public hearing, and Wayzata's Zoning Ordinance, the Planning Commission of the City of Wayzata makes the following findings of fact:

- 3.1 Prohibited Sign. The Proposed Sign would constitute a prohibited sign under City Code Section 801.27.06.B.
- 3.2 Variance.
 - A. The Sign Variance requested is (i) in harmony with the general purposes and intent of the Zoning Ordinance in that it would be consistent with the present commercial use and its effect would be generally limited to customers on the Property; and (ii) consistent with the Comprehensive Plan's commercial use guidance for the area.
 - B. The Applicant, in the narrative of its Application and its public comments before the Planning Commission, has established that there are practical difficulties in complying with the strict standards of the Zoning Ordinance as they relate to signage on the Property.
 - C. A finding of "Practical difficulties" is supported by the following:
 - (i) The Applicant's proposal for the Property is reasonable in that the Proposed Sign is consistent with the commercial character of the area, will promote products and services only offered on location, and will be targeted to customers on the Property. Additionally, the operational conditions offered by Applicant, and recommended by the Planning Commission as conditions of approval, will minimize and mitigate any negative effects of the Proposed Sign.
 - (ii) The plight of the Applicant is due to the dimensions of the Property and necessary layout of the site for the business, and was not created by the Applicant.
 - (iii) The Sign Variance would not alter the essential character of the locality.
 - D. The practical difficulties necessitating the Sign Variance are not solely economic in nature but rather are driven by the nature of the Property and business on the Property.
 - E. The proposed use for the Property is permitted within the C-3/Service District.
 - F. The conditions for granting approval of the Sign Variance listed below in Section 4 of this Report should be considered by City Council.

- G. The Applicant has provided the reasons that the Sign Variance is justified under applicable criteria in order to make reasonable use of the land, structures and buildings on the Property.

Section 4. RECOMMENDATION

- 4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends approval of the Sign Variance for the Proposed Sign, as requested in the Application, subject to the following conditions related to operation of the Proposed Sign:

- A. *Content of the messages.* Only products or services available on the Property may be displayed on the sign.
- B. *Character of the message and display.* The sign must only display static and stable text and/or images. Animated messages or displays or animation as part of any message or display are prohibited. Other modes of displaying messages, including scrolling, are prohibited. Modes of displaying that cause the message to flash are prohibited.
- C. *Duration of the message.* The interval between serial messages or changes of the display must be at least 15 seconds.
- D. *Transition between messages.* The transition from one static and stable display to another must be direct and immediate, without any special effects including fading, wiping and dissolving.
- E. *Maximum brightness and illumination.* The sign is restricted in its illumination and brightness so that it will not exceed a maximum illumination of 500 NITS during the nighttime and 7500 NITS during the daytime. The Proposed Sign must be equipped with a dimmer that automatically controls the sign's brightness to comply with this condition and assure at any time the sign's intensity does not exceed 0.3 foot candles above ambient light levels as measured from one hundred (100) feet from the sign's face. If there is a violation of the brightness standards, the adjustment must be made within one (1) business day upon notice of non-compliance from the City.

- 4.2 Recording of Variance. In accordance with City Code, the Applicant must record the variance with the County Recorder within thirty (30) days of the City Council approval date and as soon as reasonably possible thereafter, furnish the City proof of recording. No building permits for the Property will be granted until such proof of recording is furnished to the City.

Adopted by the Wayzata Planning Commission this 17th day of July 2017.

Voting In Favor: Buchanan, Flannigan, Gonzalez, Gruber, Iverson, Murray, Young

Voting Against: None

Abstaining: None

Absent: None

Report and Recommendation Adopted.



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 8d
TITLE: Consider Resolution No. 30-2017 approving an amendment to PUD at 105 Lake St E	
PROPOSED MOTION: Adopt Resolution No. 30-2017	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Adopt the resolution approving the development application.

FINANCIAL OR BUDGET CONSIDERATION:

The development application does not have any impact on the City budget.

BACKGROUND:

Application Overview

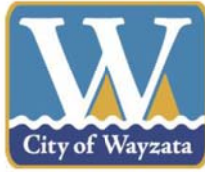
The applicant, Meyer Place at Ferndale, has submitted a development application to amend the existing PUD at 105 Lake St E. The proposed PUD amendment is to increase the number of residential condominiums from 21 to 22 units. The additional unit would be added by converting one of the larger condominiums into two separate and smaller condos. The proposed amendment would not include any changes to the design, size, footprint, or height of the approved building.

Planning Commission Review

The Planning Commission reviewed the development application and held a public hearing at its meeting on July 17, 2017. The Planning Commission adopted a Report and Recommendation for approval of the development application.

ATTACHMENTS:

1. July 17, 2017 Staff Report
2. Applicant's narrative
3. Proposed plans
4. July 17, 2017 Planning Commission draft meeting minutes
5. Draft Resolution No. 30-2017
6. Planning Commission Report and Recommendation



**Staff Report
July 17, 2017**

Project Name: Meyer Place at Ferndale
Applicant Meyer Place at Ferndale, LLC
Address of Request: 105 Lake St E
Prepared by: Jeff Thomson, Director of Planning and Building
“60 Day” Deadline: August 4, 2017

Background Information

On December 20, 2016, the City Council approved the rezoning to Planned Unit Development (PUD), and the concurrent PUD concept and general plan of development for the Meyer Place at Ferndale project. The approved PUD consists of a new three story residential building with up to 21 residential condominiums and 52 underground enclosed parking spaces.

Development Application

Introduction

The applicant, Meyer Place at Ferndale, has submitted a development application to amend the existing PUD at 105 Lake St E. The proposed PUD amendment is to increase the number of residential condominiums from 21 to 22 units. The additional unit would be added by converting one of the larger condominiums into two separate and smaller condos. The proposed amendment would not include any changes to the design, size, footprint, or height of the approved building.

Property Information

The property identification number and owner of the property are as follows:

Address	PID	Owner
105 Lake Street E	06-117-22-23-0034	Meyer Properties

The current zoning and comprehensive plan land use designation for the property are as follows:

Current zoning:	PUD/Planned Unit Development
Comp Plan designation:	Central Business District

Overlay districts:	Shoreland
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Project Location

The property is located on the northeast corner of the Lake St E/Ferndale Rd S intersection.

Map 1: Project Location



Adjacent Land Uses.

The following table outlines the uses, zoning, and Comprehensive Plan land use designations for adjacent properties:

Direction	Adjacent Use	Zoning	Comp Plan Land Use Designation
North	Ferndale Ridge townhomes	PUD/Planned Unit Development	Medium Density Multiple Family
East	Wayzata Bay Car Wash	C-4A/Limited Central Business District	Central Business District
South	TCF office building	PUD/Planned Unit Development	Central Business District
West	Office building	PUD/Planned Unit Development	Central Business District

Application Requests

As part of the submitted development application, the applicant is requesting approval of the following items:

- PUD Amendment: Any deviation or modification from the terms or conditions of an approved PUD permit or any alteration in a project for which a PUD permit has been approved requires an amendment of the original PUD permit. (City Code Section 801.33 Subd. 9.A)

Public Hearing Notice

The public hearing notice was published in the *Lakeshore Weekly News* on July 6, 2017. The public hearing notice was also mailed to all property owners located within 350 feet of the subject property on July 7, 2017.

Analysis of Application

City staff has reviewed the pertinent information and City Code requirements for the development application, and provides the following analysis and information:

Density

The increase in the number of units would increase the density of the project. The PUD zoning district states the residential area standards of the R-5 zoning district apply to multiple family residential PUD projects, as determined by the City Council. The proposed PUD amendment would meet the residential area requirements of the R-5 zoning district. The R-5 zoning district would require a minimum of 2,000 square feet of lot area per dwelling unit, and the proposed PUD amendment for 22 units would have a lot area per dwelling unit of 2,057 square feet.

Parking

The increase in the number of units would also increase the minimum number of parking stalls required by the City's zoning ordinance. For a multiple family residential development, the parking ordinance requires a minimum of two fee-free spaces for each dwelling unit, of which one must be enclosed. The proposed amendment for 22 dwelling units would require a minimum of 44 parking stalls, and 54 enclosed parking spaces would be provided within the underground parking garage. The proposed project provides 2.4 stalls per dwelling unit, which meets the requirements of the City's parking ordinance.

Action Steps

After considering the items outlined in this report and the public hearing held at the meeting, the Planning Commission should consider adoption of the draft Planning Commission Report and Recommendation, which recommends approval of the proposed PUD amendment.

Attachments

- Applicant's Narrative
- Proposed Plans
- Draft Planning Commission Report and Recommendation

Applicable Code Provisions for Review

Purpose of PUDs: Section 801.33 of the Zoning Ordinance provides for the establishment of Planned Unit Developments to allow greater flexibility in the development of neighborhoods and/or non-residential areas by incorporating design modifications as part of a PUD conditional use permit or a mixture of uses when applied to a PUD District. The PUD process, by allowing deviation from the strict provisions of the Zoning Ordinance related to setbacks, lot area, width and depth, yards, etc., is intended to encourage:

- A. Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and placement of structures and by the conservation and more efficient use of land in such developments.
- B. Higher standards of site and building design through the use of trained and experienced land planners, architects, landscape architects, and engineers.
- C. More convenience in location and design of development and service facilities.
- D. The preservation and enhancement of desirable site characteristics such as natural topography and geologic features and the prevention of soil erosion.
- E. A creative use of land and related physical development which allows a phased and orderly development and use pattern.
- F. An efficient use of land resulting in smaller networks of utilities and streets thereby lower development costs and public investments.
- G. A development pattern in harmony with the objectives of the Wayzata Comprehensive Plan. (PUD is not intended as a means to vary applicable planning and zoning principles.)
- H. A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the City.

PUD General Standards. Section 801.33.2.A sets forth the general standards for review of a PUD application. These are:

- A. Health Safety and Welfare. In reviewing the PUD application, the Council shall evaluate the effects of the proposed project upon the health, safety and welfare of residents of the community and the surrounding area.

-
- B. Intent and Purpose of PUDs. In reviewing the PUD application, the Council shall evaluate the project's conformance with the overall intent and purpose of Section 33 of the Zoning Ordinance.
 - C. Ownership. Applicant/s must own all of the property to be included in the PUD.
 - D. Comprehensive Plan. The PUD project must be consistent with the City's Comprehensive Plan.
 - E. Sanitary Sewer Plan. The PUD project must be consistent with the City's Sanitary Sewer Plan.
 - F. Common Space. The PUD project must provide common private or public open space and facilities at least sufficient enough to meet the minimum requirements established in the Comprehensive Plan, and contain provisions to assure the continued operation and maintenance of such.
 - G. Density. The PUD project must meet the density standards agreed upon by the applicant and City, which must be consistent with the Comprehensive Plan.
 - H. Utilities. All utilities associated with the PUD must be installed underground and meet the utility connection requirements of Section 801.33.2.A.10.
 - I. Roadways. All roadways associated with the PUD must conform to the Design Standards and Wayzata Subdivision Regulations, unless otherwise approved by City Council.
 - J. Landscaping. All landscaping associated with the PUD must be according to a detailed plan approved by the City Council. In assessing the plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structure and the overall scheme of the PUD plan.
 - K. Setbacks. The front, rear and side yard restrictions on the periphery of the PUD shall be the same as imposed in the respective districts.

Comprehensive Plan

The Comprehensive Plan land use designation for the subject property is Central Business District. The objective of the Central Business District land use category is to promote a diversity of retail, office, service, and residential land uses at a high level of development quality to enhance it as a regional destination. The Comprehensive Plan includes the follow "1st Tier" priorities for the Central Business District:

- Allow a mix of commercial, office, and residential uses that strengthen the CBD as the shopping, employment, and entertainment destination of Wayzata.
- Update development standards continually to assure the highest development quality possible for the Central Business District.
- Complement the CBD and its strong sense of place through land use choices, urban design principles, traffic, parking, and architectural style.
- Investigate strategies to increase retail vitality throughout the CBD.
- Define and evaluate on-street/off-street parking needs consistent with land use, and requirements within the CBD so as to emphasize circulation ease and access control.
- Continue to provide a safe, comfortable, and attractive pedestrian scale environment through the enhancement of the pedestrian circulation system by improving sidewalks, walkways and street furniture; mitigating conflicts with traffic and street intersections, and by providing proper demarcation and sign control.
- Enhance the image and identity of the CBD by emphasizing street trees and landscaping elements.
- Plan for an orderly transition between the CBD development and adjacent residential neighborhoods.
- Accommodate traffic without negatively compromising the integrity of the downtown and its adjacent neighborhoods.
- Consider complementing abutting edges, both residential and retail/commercial.
- Consider public financial support that is fiscally responsible and provides value to the City's infrastructure and community systems.
- Consider ways to assist with redevelopment when properties become a liability to the community.
- Commercial buildings on Lake Street, west of Barry Avenue, should not be required to have a first floor retail use, although it is allowed and encouraged. Transparency requirements under the Lake Street District of the Design Standards remain in effect.
- Identify ecological and water quality impacts on the lake and other water bodies caused by proposed land use developments, for example stormwater runoff, and work to mitigate these impacts.

In addition, the Comprehensive Plan includes the following “2nd Tier” priorities:

- Plan development of parking so that it is not a focal point but rather placed behind buildings with appropriate buffers and landscaping.
- Adjust City's Zoning Ordinance to address concerns of sun-orientation on southern side of Lake Street by requiring upper story setbacks for all new construction to avoid shading the north side of Lake Street.
- Continue to evaluate ways to encourage a variety of housing options for upper-story housing.
- Consider 3rd story' uses with appropriate considerations for design and scale. Commercial and residential uses are allowed as a third story, but the third story must be set back significantly more from the front facade of the floor below.

WHITTEN ASSOCIATES, INC.

6.6.17

Wayzata Planning Commission and City Council,

We are representing Meyer Place at Ferndale LLC and their request for an Amendment to the Meyer Place PUD Approval received at the end of last year. Currently the approved building has 21 Residential Condos ranging from 1350 to just over 4000 square feet. During the approval process, we heard from both the Planning Commission and the Council their desire to include additional lower priced Condos. During the presales process we have also found a strong demand for smaller Condos. Currently Meyer Place offers just two Condos between 1350 and 1940 square feet.

We have an opportunity to insert two additional smaller Condos (1350 and 1380 square feet) in place of one larger unit. This will increase our total units from 21 to 22. Neither the building foundation nor the total square footage would change.

It is our understanding we had the opportunity to request 22 units in our original PUD Application but did not foresee the market demand for smaller Condos.

The current Zoning Ordinance allows for one unit per 2500 square feet, if there are two enclosed parking spaces per unit the ordinance allows for one unit per 2000 square feet.

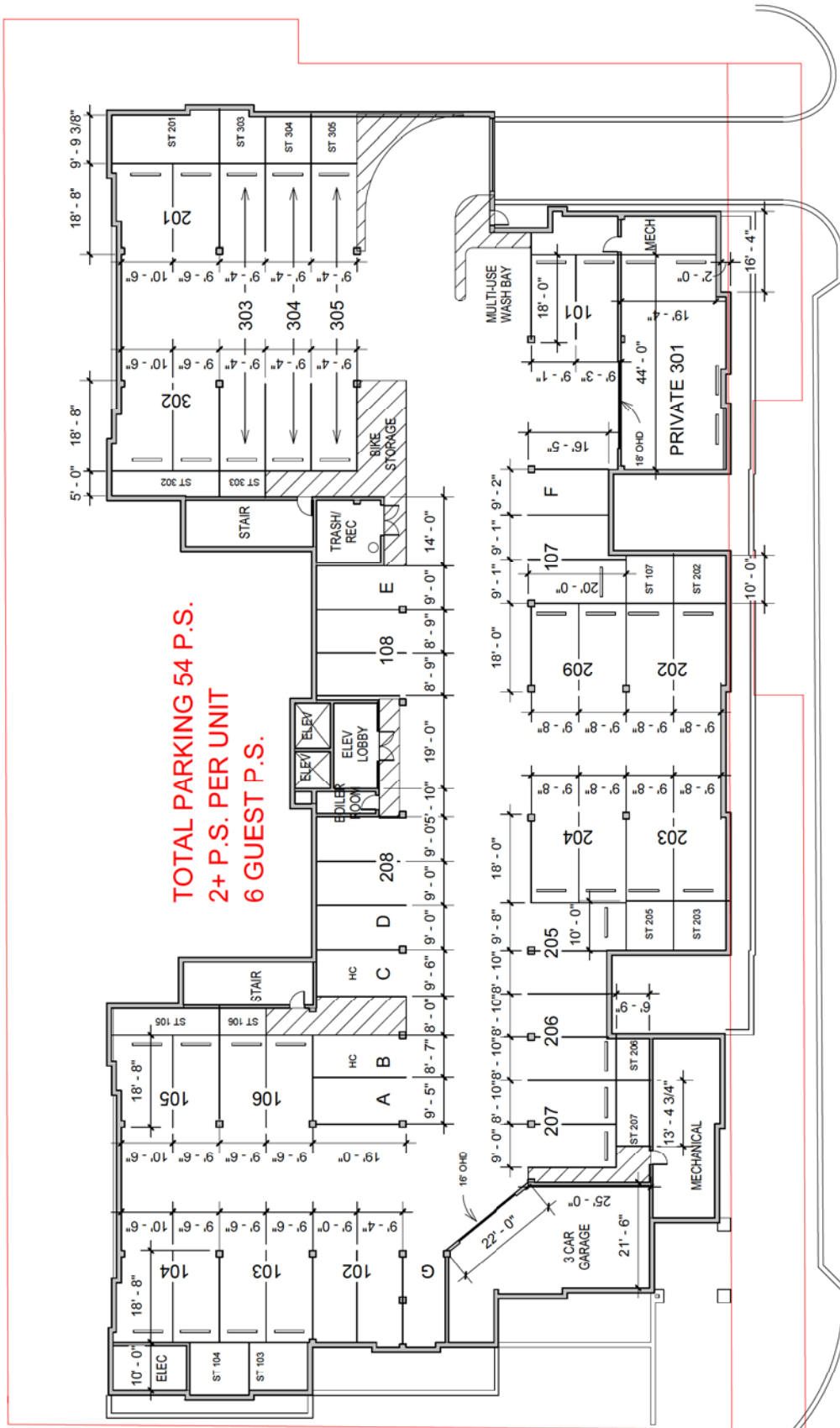
The Meyer Place enclosed parking exceeds two enclosed parking spaces per unit. This site is total of 45,254 square feet, divided by 2000 equals 22.63 units allowed.

This PUD Amendment requests a change from 21 total units to 22, we appreciate your consideration and look forward to presenting our request to the Planning Commission and the Council.

Thank you,



Tim Whitten AIA
Principal

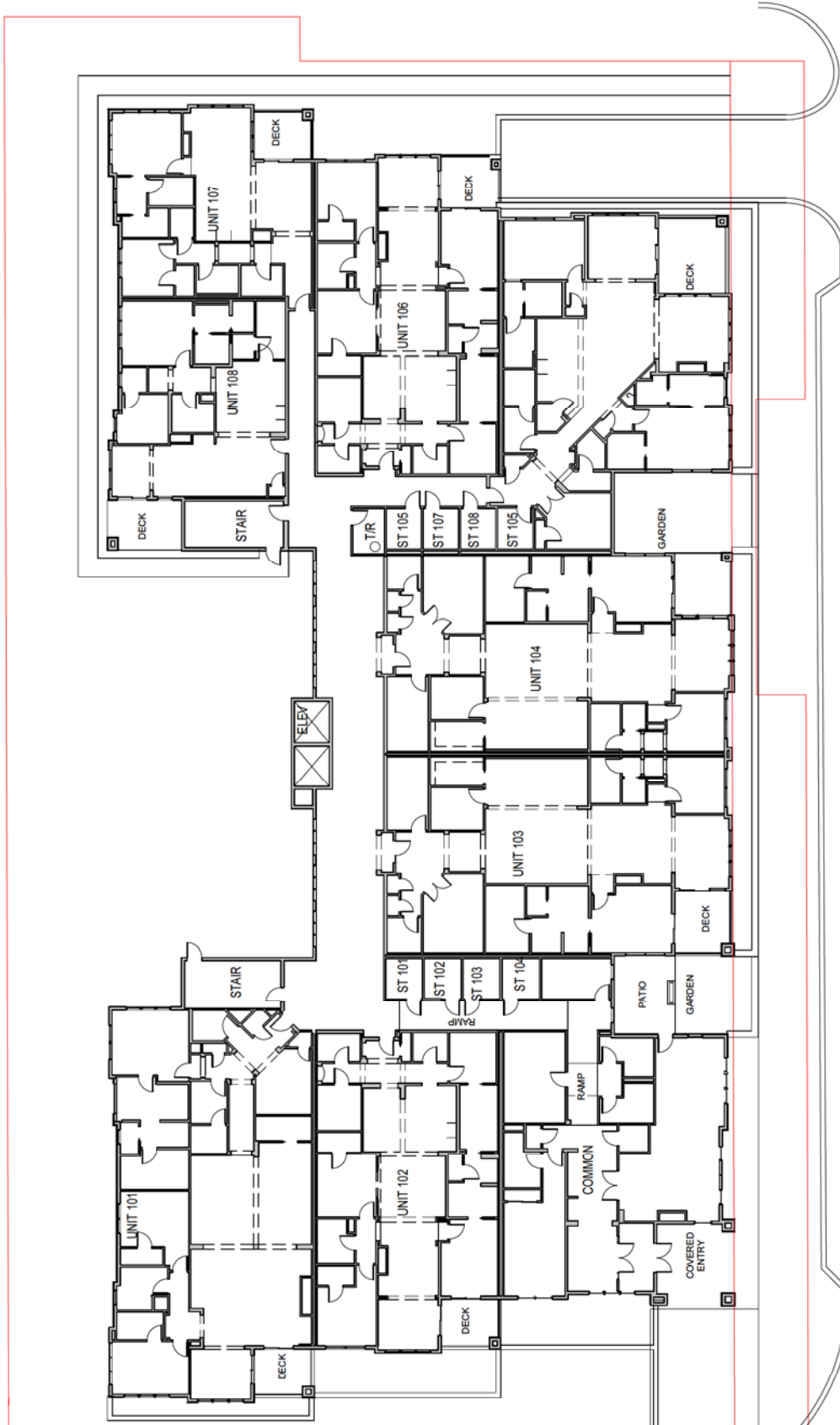


LOWER LEVEL FLOOR PLAN

scale: 3/64" = 1'-0"

Floor plan illustrations may not represent actual plan configurations and details. Completed square footages and dimensions are approximate and subject to change without notice. Plans do not reflect future ceiling soffits.

MEYER PLACE AT FERNDAL, LLC



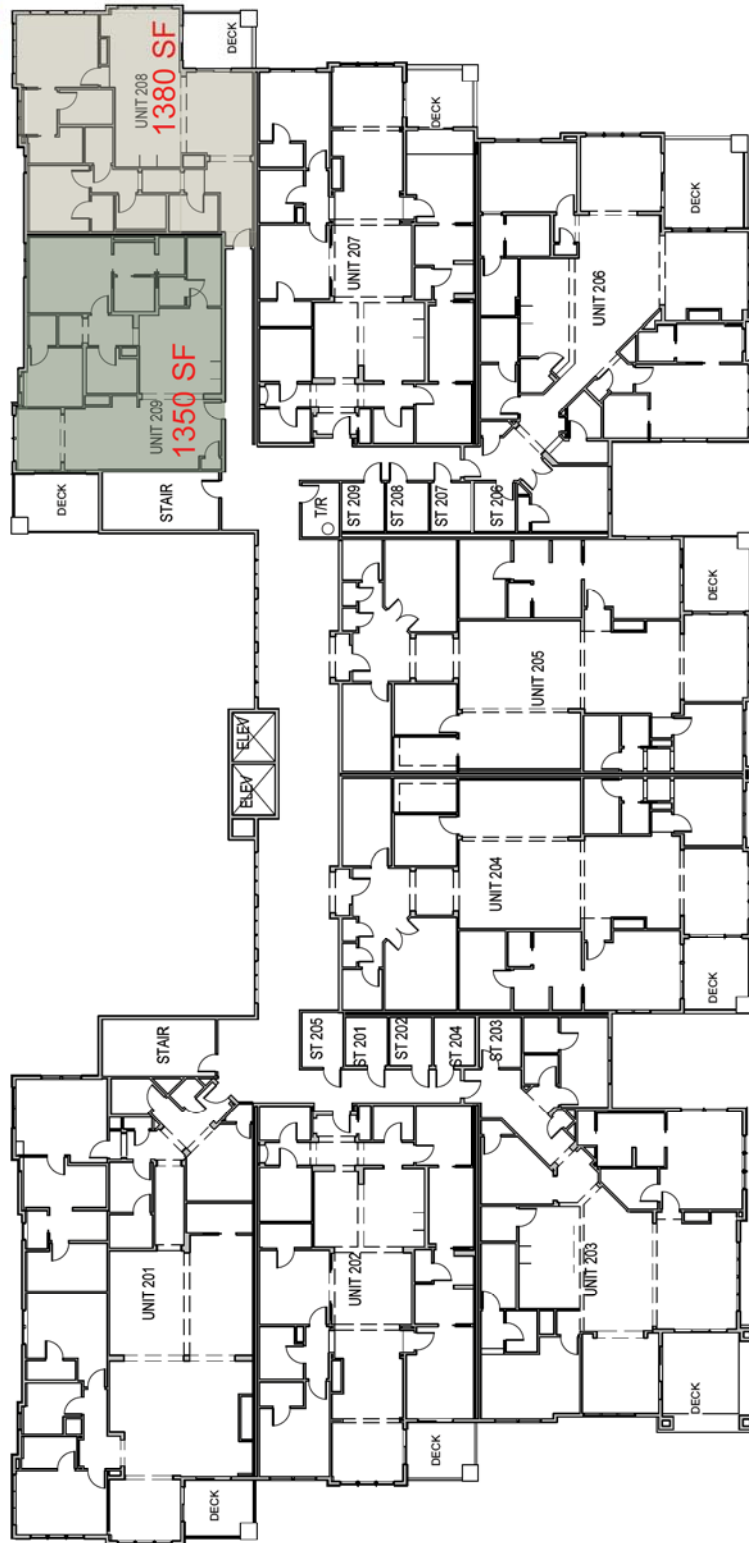
FIRST LEVEL FLOOR PLAN

Scale: 3/64" = 1'-0"

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MEYER PLACE AT FERNDALE, LLC

PROPOSED TWO UNITS - TOTAL 22 DU



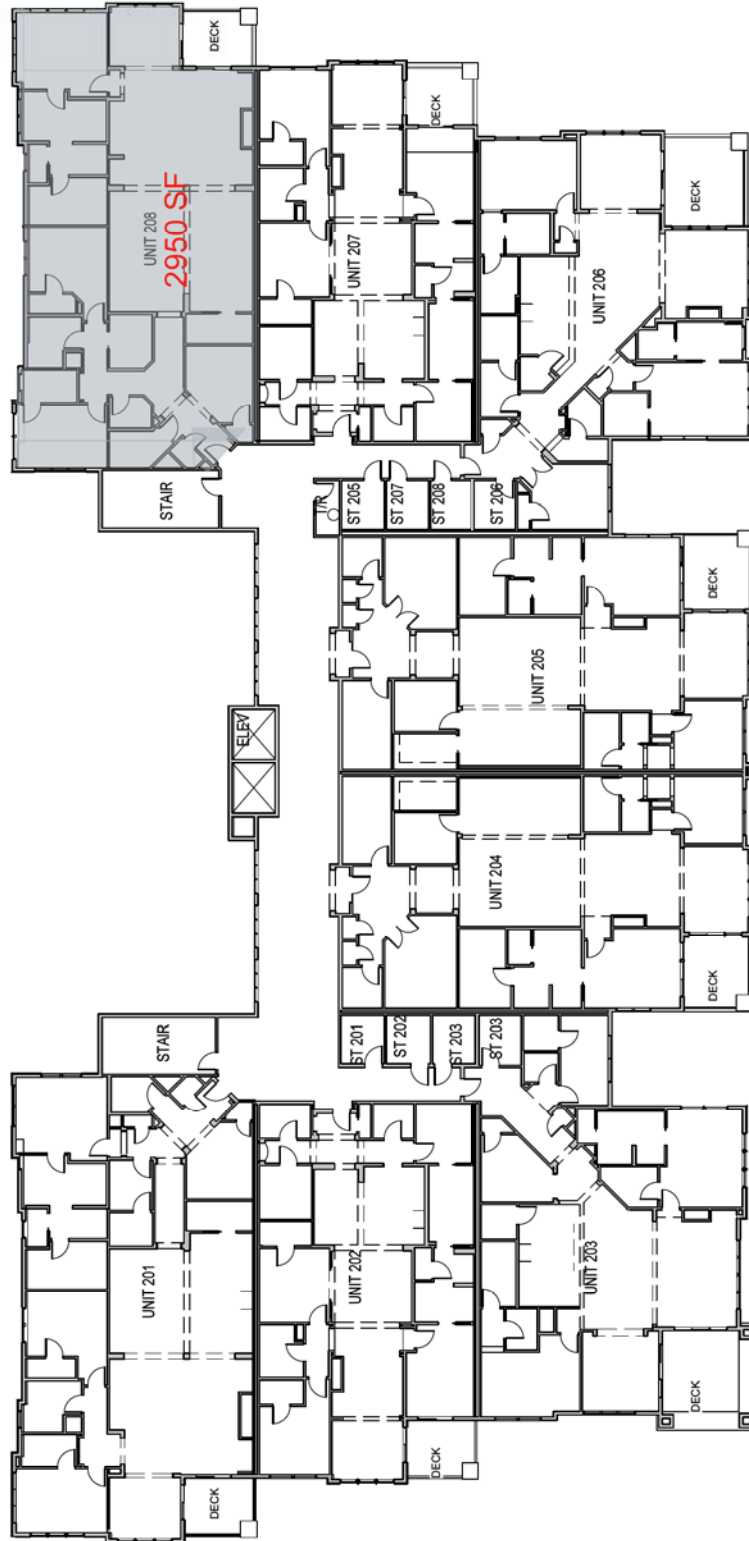
SECOND LEVEL FLOOR PLAN

Scale: 3/64" = 1'-0"

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MEYER PLACE AT FERNDAL, LLC

APPROVED 1 UNIT - TOTAL 21 DU

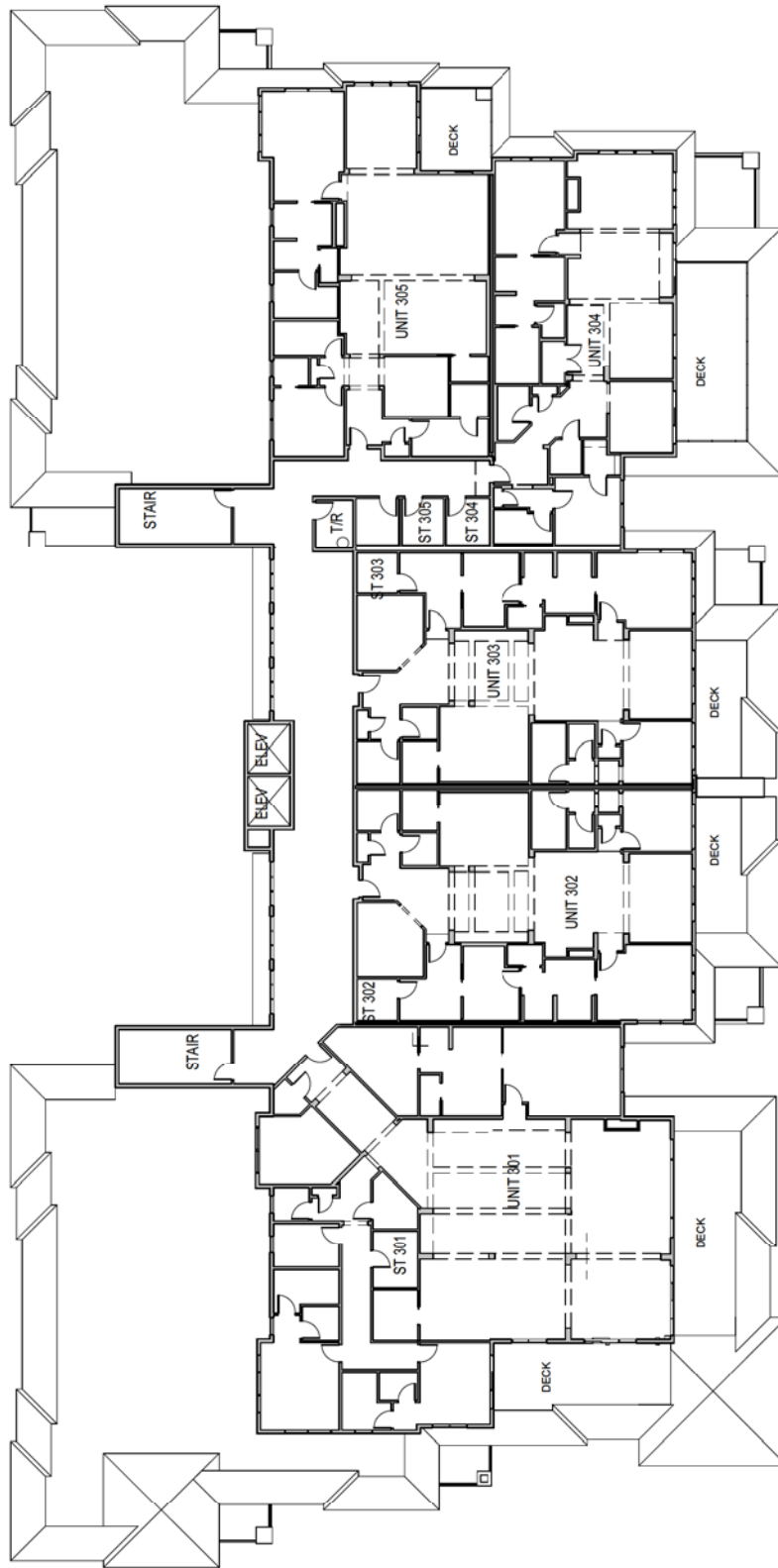


SECOND LEVEL FLOOR PLAN

Scale: 3/64" = 1'-0"

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MEYER PLACE AT FERNDAL, LLC



THIRD LEVEL FLOOR PLAN

Scale: 3/64" = 1'-0"

Floor plan illustrations may not represent actual plan configurations and details. Completed square footages and dimensions are approximate and subject to change without notice. Plans do not reflect future ceiling soffits.

MEYER PLACE AT FERNDALE, LLC

Chair Iverson stated this is a commercial site that has a parking lot available.

City Attorney Schelzel stated the section of the code Commissioner Buchanan is referencing does state that public streets should be used unless there is a screened and paved parking area available. The Commission would need to determine if the condition is warranted or if the applicant made a compelling enough case to have this condition removed.

Chair Iverson stated the history has shown that there has been maintenance at all hours at the water tower location and this has been an inconvenience to the surrounding residential areas.

Commissioner Gonzalez stated she would support leaving condition 4.B. in the recommendation.

Commissioner Young stated condition 4.B would be unnecessary.

Commissioner Gruber stated as long as T-Mobile can access the site by going around the building and not having to go through the building she would support condition 4.B.

Commissioner Murray stated he would lean towards striking condition 4.B.

Commissioner Flannigan stated he would support condition 4.B. and he was disappointed the City was reviewing this application since they just built a new telecommunications tower in the City.

Commissioner Buchanan stated he would support striking condition 4.B.

Commissioner Gonzalez made a motion, Seconded by Commission Gruber to adopt the Planning Commission Report and Recommendation of Approval of Conditional Use Permit for Telecommunications Facility at 800 Wayzata Blvd including the conditions in Section 4, and adding language to condition 4.B to specify no parking on public streets adjacent to the property. The motion carried 5-ayes and 2 nays (Flannigan and Buchanan).

AGENDA ITEM 5. Public Hearing Items:

a.) Meyer Place at Ferndale – 105 Lake St E i. PUD Amendment

Mr. Thomson stated on December 20, 2016, the City Council approved the rezoning to Planned Unit Development (PUD), and the concurrent PUD concept and general plan of development for the Meyer Place at Ferndale project. The approved PUD consists of a new three story residential building with up to 21 residential condominiums and 52 underground enclosed parking spaces. The applicant, Meyer Place at Ferndale, has submitted a development application to amend the existing PUD at 105 Lake St E. The proposed PUD amendment is to increase the number of residential condominiums from 21 to 22 units. The additional unit would be added by converting one of the larger condominiums into two separate and smaller condominiums. The proposed amendment would not include any changes to the design, size, footprint, or height of the approved

1 building. The proposed amendment for 22 dwelling units would require a minimum of 44 parking
 2 stalls and 54 enclosed parking spaces would be provided within the underground parking garage,
 3 which meets the requirements of the City's parking ordinance. In addition, the proposed
 4 amendment would meet the 2,000 square foot residential area requirements of the R-5 zoning
 5 district.

6
 7 Mr. Tim Whitten, Whitten Associates representing Meyer Place at Ferndale LLC, stated there are
 8 no changes to the building or the footprint. The Commission had initially requested the project
 9 contain some smaller units and the market is also requesting smaller units. By dividing the one
 10 larger unit they are able to meet these requests and meet the density and parking requirements.
 11 These units would be priced at approximately \$500,000 to \$600,000.

12
 13 Chair Iverson opened the public hearing at 7:37 p.m.

14
 15 Ms. Kathy Door, 112 Edgewood Court, stated the residents are watching the project and they
 16 would like to know when construction would start and what the impacts would be to the
 17 neighborhood. The neighborhood supports the project as approved and would not like to see any
 18 additional exterior changes.

19
 20 Chair Iverson closed the public hearing at 7:38 p.m.

21
 22 Commissioner Gonzalez expressed concerns that an experience builder would be requesting an
 23 amendment to a PUD that was recently approved, and she does not want to see the project turn
 24 into a "bait and switch". Adding another unit to the project will increase the traffic to an area that
 25 is already overburdened by heavy traffic.

26
 27 Commissioner Young made a motion, Seconded by Commission Murray to adopt the Planning
 28 Commission Report and Recommendation of approval for a PUD Amendment for 105 Lake Street
 29 East with the conditions in Section 4. The motion carried 6 ayes and 1 nay (Gonzalez).

30 31 32 **AGENDA ITEM 6. Other Items:**

33 34 **a.) City Council Strategic Plan Update**

35
 36 Mr. Thomson stated on April 20 and 21, the City Council, City Staff, and facilitator Nick Ruehl,
 37 held a 2-day retreat to update the City's Strategic Plan, which was originally drafted in 2012. The
 38 Strategic Plan is critical in that it establishes a vision for our future, provides clear direction for
 39 reaching our goals, and establishes priorities and measurable targets that the City can budget
 40 around and track. There was consensus on the following five strategic objectives, which serve as
 41 the foundation for the 201-2020 Strategic Plan: 1) Wayzata has a strong financial foundation, 2)
 42 Wayzata offers efficient and effective operations, 3) Wayzata provides thoughtful growth, 4.)
 43 Wayzata is an active and healthy community, and 5) Wayzata celebrates and engaged community.
 44 The Planning Commission goals would include 1) Continuing development of ordinances:
 45 studying neighborhood zoning standards, studying the sign ordinances, exploring alternative
 46 energies ordinances, 2) Complete 2040 Comprehensive Plan: incorporating public engagement

DRAFT RESOLUTION NO. 30-2017

**RESOLUTION APPROVING AN AMENDMENT TO PUD AT 105 LAKE STREET
EAST**

WHEREAS, Meyer Place at Ferndale and Meyers Properties (the “Applicant”) have submitted a development application (the “Application”) for approval of an amendment to an existing Planned Unit Development (the “Existing PUD”) at 105 Lake St E (the “Property”) to increase the number of residential condominiums in the Existing PUD from 21 to 22 units by converting one of the larger condominiums into two separate and smaller condo units (the “PUD Amendment”).

WHEREAS, the PUD Amendment would not include any other changes to the previously-approved Existing PUD, including to the design, size, footprint, or height of the approved building and PUD plans; and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, held a public hearing on the Application and adopted a Report and Recommendation to the City Council to approve the PUD Amendment on July 17, 2017, a copy of which is attached to this Resolution as Attachment A (“PC Report and Recommendation”).

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

A. Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the public hearings, the standards of the Wayzata Zoning Ordinance, and the findings and recommendations of the PC Report and Recommendation, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby finds, confirms and memorializes that the Application for the PUD Amendment meets the applicable requirements of Wayzata’s Zoning Ordinance.

B. Based on the foregoing, the PUD Amendment for the Existing PUD on the Property requested in the Application, and as defined in the record, is hereby **APPROVED**, subject to satisfaction and continuing compliance with all of the following conditions:

- A. The Applicant continues to comply with all of the conditions of approval set forth in City Council Resolution 58-2016 which approved the Existing PUD.
- B. All expenses of the City of Wayzata related to the review of the Application, including consultant, expert, legal, and planning fees incurred, be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 2nd day of August, 2017.

Mayor Ken Willcox

ATTEST:

City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

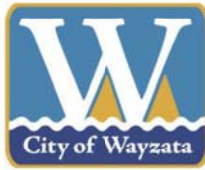
Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on August 2, 2017.

Becky Malone, City Clerk
SEAL

Attachment A

Planning Commission Report and Recommendation, dated July 17, 2017



WAYZATA PLANNING COMMISSION

July 17, 2017

REPORT AND RECOMMENDATION OF APPROVAL WITH CONDITIONS FOR PUD AMENDMENT FOR 105 LAKE STREET EAST

SUMMARY OF RECOMMENDATIONS

Approval of Amendment to PUD *with conditions*

REPORT

Section 1. BACKGROUND

- 1.1 Proposed Change to Previously Approved PUD. Meyer Place at Ferndale and Meyers Properties (the "Applicant") have submitted a development application (the "Application") for approval of an amendment to an existing Planned Unit Development (the "Existing PUD") at 105 Lake St E (the "Property") to increase the number of residential condominiums from 21 to 22 units by converting one of the larger condominiums into two separate and smaller condo units. The PUD Amendment would not include any other changes to the previously approved and Existing PUD, including to the design, size, footprint, or height of the approved building and PUD plans.
- 1.2 Application Requests. As part of the Application, the Applicant is requesting approval of the following items:
 - A. Amendment to the concept and general plans for the Existing PUD to increase the number of residential condominiums from 21 to 22 units by converting one of the larger condominiums into two separate and smaller condo units, as depicted in the updated plans attached to this Report as Attachment A (the "PUD Amendment").
- 1.3 Property. The address, property identification number and owner of the parcel

comprising the subject property (the "Property") are:

105 Lake Street E	06-117-22-23-0034	Meyer Properties
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- 1.4 Land Use Designations. The Property falls within the following land use districts:

Current zoning:	PUD District
Comp Plan designation:	Central Business District
Overlay districts:	Shoreland

- 1.5 Notice and Public Hearing. Notice of a public hearing on the Application was published in the *Lakeshore Weekly News* on July 6, 2017. A copy of the notice was mailed to all property owners located within 350 feet of the Property on July 7, 2017. The required public hearing was held at the July 17, 2017 Planning Commission meeting.

Section 2. STANDARDS

2.1 PUD Amendment.

- A. Process. Section 801.33.9 of the Zoning Ordinance provides that the same review procedure is followed by the Planning Commission and City Council for an amendment of a PUD as is followed for a new PUD.
- B. Intent and Purpose of PUDs. Section 801.33 of the Zoning Ordinance provides for the establishment of Planned Unit Developments to allow greater flexibility in the development of neighborhoods and/or non residential areas by incorporating design modifications as part of a PUD conditional use permit or a mixture of uses when applied to a PUD District. The PUD process, by allowing deviation from the strict provisions of the Zoning Ordinance related to setbacks, lot area, width and depth, yards, etc., is intended to encourage:
 1. Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and placement of structures and by the conservation and more efficient use of land in such developments.
 2. Higher standards of site and building design through the use of trained and experienced land planners, architects, landscape architects, and engineers.
 3. More convenience in location and design of development and service facilities.

4. The preservation and enhancement of desirable site characteristics such as natural topography and geologic features and the prevention of soil erosion.
 5. A creative use of land and related physical development which allows a phased and orderly development and use pattern.
 6. An efficient use of land resulting in smaller networks of utilities and streets thereby lower development costs and public investments.
 7. A development pattern in harmony with the objectives of the Wayzata Comprehensive Plan. (PUD is not intended as a means to vary applicable planning and zoning principles.)
 8. A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the City.
- C. General Standards. Section 801.33.2.A of the Zoning Ordinance sets forth the general standards for review of any PUD application. These are:
1. Health Safety and Welfare; Intent and Purpose of PUDs. In reviewing the PUD application, the Council shall consider comments on the application of those persons appearing before the Council, the report and recommendations of the Planning Commission, the recommendations on design and any staff report on the application. The Council also shall evaluate the effects of the proposed project upon the health, safety and welfare of residents of the community and the surrounding area and shall evaluate the project's conformance with the overall intent and purpose of Section 33 of the PUD Ordinance. If the Council determines that the proposed project will not be detrimental to the health, safety and welfare of residents of the community and the surrounding area and that the project does conform with the overall intent and purpose of Section 33 of the PUD Ordinance, it may approve the PUD, although it shall not be required to do so.
 2. Ownership. Applicant/s must own all of the property to be included in the PUD.
 3. Comprehensive Plan Consistency. The PUD project must be consistent with the City's Comprehensive Plan.
 4. Sanitary Sewer Plan Consistency. The PUD project must be consistent with the City's Sanitary Sewer Plan.

5. Common Open Space. The PUD project must provide common private or public open space and facilities at least sufficient enough to meet the minimum requirements established in the Comprehensive Plan, and contain provisions to assure the continued operation and maintenance of such.
6. Operating and Maintenance Requirements. Whenever common private or public open space or service facilities are provided within a PUD, the PUD plan must contain provisions to assure the continued operation and maintenance of such open space and service facilities to a predetermined reasonable standard. Common private or public open space and service facilities within a PUD must be placed under the ownership of one of the following, as approved by the City Council: (i) dedicated to the public, where a community-wide use is anticipated, (ii) Landlord control, where only tenant use is anticipated, or (iii) Property Owners Association, provided the conditions of 801.33.2.A.6.c are met.
7. Staging of Public and Common Open Space. When a PUD provides for common private or public open space, and is planned as a staged development over a period of time, the total area of common or public open space or land escrow security in any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire PUD as the stages or units completed or under development bear to the entire PUD.
8. Density. The PUD project must meet the density standards agreed upon by the applicant and City, which must be consistent with the Comprehensive Plan.
9. Utilities. All utilities associated with the PUD must be installed underground and meet the utility connection requirements of Section 801.33.2.A.10.
10. Utility Connections. All utilities associated with proposed PUD must meet the utility connection requirements of Section 801.33.2.A.10.
11. Roadways. All roadways associated with the PUD must conform to the Design Standards and Wayzata Subdivision Regulations, unless otherwise approved by City Council.
12. Landscaping. All landscaping associated with the PUD must be according to a detailed plan approved by the City Council. In assessing the plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structure and the overall scheme of the PUD plan.

13. Setbacks. The front, rear and side yard restrictions on the periphery of the Planned Unit Development site at a minimum shall be the same as imposed in the underlying districts, if a PUD conditional use permit, or the previous zoning district, if a PUD District. No building shall be located less than fifteen (15) feet from the back of the curb line along those roadways which are part of the internal street pattern. No building within the PUD project shall be nearer to another building than one-half (1/2) the sum of the building heights of the two (2) buildings. In PUD Districts for parcels that were zoned commercial prior to PUD and which exceed 13 acres, the allowable setbacks shall be as negotiated and agreed upon between the applicant and the City.
14. Height. The maximum building height to be considered within a PUD District shall be thirty five (35) feet and three (3) stories, whichever is lesser. There shall be no deviation from the height standards applied within the applicable zoning districts for PUD conditional use permits. In PUD Districts for parcels that were zoned commercial prior to PUD and which exceed 13 acres, the maximum allowable height and number of floors shall be as negotiated and agreed upon between the applicant and the City.

Section 3. FINDINGS

Based on the Application materials, staff reports, public comment presented at the public hearing, and Wayzata's Zoning Ordinance, the Planning Commission of the City of Wayzata makes the following findings of fact:

3.1 PUD Amendment.

- A. Health Safety and Welfare; Intent and Purpose of PUDs. The PUD Amendment (resulting in the "Amended PUD") conforms with the overall intent and purpose of a PUD as outlined in Section 33 of the Zoning Ordinance.
- B. Intent and Purpose of PUDs. The Amended PUD would continue to encourage the following, as noted in the findings for approval of the Existing PUD:
 1. The conservation and more efficient use of land in the PUD.
 2. The preservation and enhancement of desirable site characteristics.
 3. A creative use of land and related physical development which allows a phased and orderly development and use pattern.

4. An efficient use of land resulting in smaller networks of walkways thereby lower development costs and public investments.
- C. General Standards. The Amended PUD would not materially impact any of the fourteen (14) general standards listed in Section 801.33.2.A and in Section 2.1 of this Report, which would continue to be met as with the Existing PUD. The PUD Amendment would increase the number of residential condominiums from 21 to 22 units by converting one of the larger condominiums into two separate and smaller condo units. The PUD Amendment would not include any other changes to the previously approved and Existing PUD, including to the design, size, footprint, or height of the approved building and PUD plans. The (i) increased density and (ii) parking requirements resulting from the PUD Amendment would still comply with the applicable R-5 residential area standards and parking requirements, as noted in the Staff Report. Thus, the impacts of an additional unit created by a split of a larger unit into 2 units would not have a material impact on any of the factors that were the basis of approval of the Existing PUD.

Section 4. RECOMMENDATION

Based on the Findings of this Report, the Planning Commission recommends the following, subject to the conditions noted below:

- 4.1 PUD Amendment. The request for approval of the PUD Amendment be **APPROVED**, subject to the following conditions:
 - A. The Applicant continues to comply with all of the conditions of approval set forth in City Council Resolution 58-2016 which approved its original application for the Existing PUD.
 - B. All expenses of the City of Wayzata related to the review of the Application, including consultant, expert, legal, and planning fees incurred, be fully reimbursed by the Applicant.

Adopted by the Wayzata Planning Commission this 17th day of July 2017.

Voting In Favor: Buchanan, Flannigan, Gruber, Iverson, Murray, Young

Voting Against: Gonzalez

Abstaining: None

Absent: None

Report and Recommendation Adopted.

Attachment A

Amended Plans



City of Wayzata City Council Agenda Report

MEETING DATE: August 2, 2017	AGENDA ITEM: 8e
TITLE: Consider approval of Development Agreement for the Meyer Place at Ferndale project at 105 Lake St E	
PROPOSED MOTION: Approve the Development Agreement	
PREPARED BY: Jeff Thomson, Director of Planning and Building	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

City staff recommends the City Council approve the development agreement.

FINANCIAL OR BUDGET CONSIDERATION:

The development agreement does not obligate the City to pay for any of the project costs, and there would be no financial impact to the City.

BACKGROUND:

On December 20, 2016, the City Council approved the rezoning to Planned Unit Development (PUD), and the concurrent PUD concept and general plan of development for the Meyer Place at Ferndale project. The approved PUD consists of a new three story residential building with up to 21 residential condominiums and 52 underground enclosed parking spaces. As a condition of the development approval, the applicant is required to enter into a development agreement with the City.

The City attorney and City staff have drafted the attached development agreement for the Council's consideration. The development agreement incorporates the amendment to the PUD to increase the number of dwelling units that the applicant has submitted to the City for approval, which is included as a separate agenda item for the August 2nd meeting.

Public Improvements

As part of the development project, the applicant will be constructing several public improvements. The public improvements include: (1) street, utility, streetscaping, and landscaping along Lake Street East; (2) a public sidewalk and landscaping along Ferndale Road extending from Lake Street to the southern curb of Edgewood Court; and (3) public plaza with public art at the Lake Street and Ferndale Rd intersection. The development agreement requires the developer to pay for all of these public improvements.

Public Art

As a condition of the PUD approval, the developer is required to construct a public plaza and public art at the Lake Street and Ferndale Rd intersection. The plaza and public art will be owned by the developer and subsequent homeowners association, however the development agreement grants the City public access to the plaza and public art. The developer and homeowners association will be responsible for the long term maintenance of the public art.

The public art is not subject to the City's public art policy since it will be privately owned. The developer has provided a similar process for the design of the public art to the process the City conducted for the roundabout public art project. The developer has hired Forecast for Public Art to lead the selection process. There is a selection committee comprised of the developer, architect, Meyer family, Wayzata Historical Society, and City staff to oversee the selection process. The selection committee has solicited designs from three artists and will be selecting a final design at the beginning of August.

Development Agreement

All of the other conditions and terms of the development agreement are standards requirements for the City's development agreements.

ATTACHMENTS:

1. Draft Development Agreement

**DEVELOPMENT AGREEMENT
(105 Lake Street East, Wayzata, MN)**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2017, by and among the City of Wayzata, a Minnesota municipal corporation (“**City**”), and Meyer Place at Ferndale, LLC, a Minnesota limited liability company (“**Developer**”) regarding the property located at 105 Lake Street East, legally described on Exhibit A attached hereto (“**Property**”).

Pursuant to the Section 801.33 of the City’s Code and the terms and conditions of Resolution No. 58-2016 and Resolution No. 30-2017, adopted by the Wayzata City Council (collectively “**City Resolution**”), a copy of which are attached hereto as Exhibit B, the parties agree as follows:

1. **Planned Unit Development.** Under the City Resolution, the City has granted Developer approval of a planned unit development to demolish commercial buildings on the Property, and construct a new three-story residential building with up to 22 residential condominium units and with a minimum of 52 underground enclosed parking spaces (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 Resolution, the terms of which resolution are incorporated by reference in this Agreement as if fully stated herein.
2. **Definition and Amendment of Plans.** The Project shall be developed and the Property shall be operated and used in accordance with the plans and specifications which are listed on Exhibit C attached hereto (collectively, the “**Plans**”). Such Plans are on file with the City and may be amended from time to time with the prior approval of the City, provided all such amendments must comply with the City Code, including without limitation ordinances regarding amendments to planned unit developments. To the extent required by the City, the parties shall execute an agreement acknowledging any amendment to the Plans and record the same with the appropriate Hennepin County land records for the Property. The parties expressly acknowledge and agree that, to the extent the plans and specifications listed on Exhibit C do not provide for the Developer constructing and installing a public sidewalk within the Ferndale Road right of way, from the northern boundary of the Property to the southern curbing of the Edgewood Court right-of-way, such plans and specifications shall be revised to provide for such sidewalk construction and installation pursuant to Section C.2. of the City Resolution, and the term “Plans” shall be deemed to refer to the plans and specifications as so revised.
3. **Public Feature.**
 - A. Pursuant to Section C.3. of the City Resolution, the Developer shall construct a public art feature (“**Public Art Feature**”) on the portion of the Property shown as

the "Public Feature" on the Site Plan attached hereto as Exhibit D (such portion of the Property is hereinafter referred to as the "**Public Feature Space**"). If requested by the City, and as a pre-condition to issuance of a certificate of occupancy for the Project, Developer agrees to execute an amendment to this Agreement providing a more detailed description (including a metes and bounds description if requested by the City) of the location of the Public Feature Space.

- B.** The Public Art Feature shall be commissioned, designed, constructed and installed in accordance with the process set forth on Exhibit E attached hereto.
- C.** The Public Art Feature shall be commissioned, designed, constructed and installed at the Developer's expense in accordance with a budget of \$57,750.00.
- D.** The Developer hereby grants the City, for the benefit of the public, a permanent, non-exclusive perpetual right of pedestrian access, ingress, and egress over and across the Public Feature Space ("**Access Right**"). The purpose of the Access Right is so that the public may access the Public Feature Space, and have pedestrian access to and from the Public Feature Space and an adjoining public right of way, so that the public may view and enjoy the Public Art Feature and the related improvements on the Public Feature Space. Upon the Developer's receipt of a certificate of occupancy for the Project and after the installation of the Public Art Feature, which shall be no later than December 31, 2018, the Developer shall neither erect nor permit any fence or other barrier that would prevent or unreasonably obstruct the passage of pedestrians on, within or across the Public Feature Space, except during those periods of maintenance and repair of the Public Feature Space and the Public Art Feature, provided such periods shall only extend as long as necessary to reasonably perform such maintenance and repair.
- E.** Developer shall at its cost maintain, insure, and to the extent necessary due to ordinary wear and tear, repair and replace the Public Art Feature and related improvements within the Public Feature Space so that the same are at all times in a sightly, safe condition and good state of repair. Without limiting any of the foregoing, the Public Feature Space shall be kept free of litter and refuse. The standard of maintenance for the Public Feature Space shall be comparable to the standard of operation and maintenance followed in other first class developments of comparable size in the Minneapolis-St. Paul metropolitan area. If any portion of the Public Art Feature and/or Public Feature Space is damaged or destroyed by any cause whatsoever other than ordinary wear and tear, whether insured or uninsured, the Developer shall repair or restore the Public Art Feature and/or Public Feature Space with all due diligence. Any repair or replacement of materials or improvements shall be with materials or improvements at least equal to the original quality of the materials or improvements being repaired or replaced.
- F.** In addition to all other remedies available at law or equity, if Developer fails to maintain the Public Art Feature and/or the Public Art Space in accordance with this Agreement, then the City may, after written notice to Developer and reasonable

opportunity to cure, enter upon the Public Feature Space and perform the necessary work required by this Agreement, and, without limiting any of its other remedies under this Agreement, assess the cost thereof, including without limitation, reasonable attorney fees, against the fee owner(s) of the Property.

- G.** Except for acts or omissions of the City or its contractors during the course of any entry upon the Public Feature Space to perform work pursuant to the foregoing Section 3.F, the Developer shall hold the City and their respective officers, agents, and employees harmless from claims made by itself and third parties, including but not limited to tenants, contractors, subcontractors, and materialmen, for damages sustained, costs incurred, or injuries on or relating to the Public Feature Space, which obligation shall include the obligation to indemnify the City and its officers, agents, and employees for all costs, damages, or expenses, including reasonable engineering and attorney's fees, which either City may pay or incur in consequence of such claims. The indemnity obligations set forth in this Section shall survive any termination of this Agreement. The Developer expressly understands and agrees that the City shall have no obligation whatsoever to procure or maintain any form of insurance (including liability and/or property insurance) with respect to the Public Art Feature and the Public Feature Space and the improvements thereon, and Developer shall be responsible for any and all insurance with respect to the Public Art Feature and the Public Feature Space and the improvements thereon.
- H.** If the Property, after the issuance of a certificate of occupancy for the Project, is no longer used for the Project (or a use substantially similar to the Project) for an uninterrupted period of one (1) year, the terms of this Section 3 shall terminate, provided period(s) of construction, reconstruction and/or repair of the Project (or use substantially similar to the Project) or a portion thereof, shall not be counted towards such one (1) year period. In the event of such termination, and upon the request of the Developer, the Association or any one or more fee owners of the Property, the City shall execute and deliver an instrument that is reasonable in form and that memorializes the occurrence and effect of the termination of the terms of this Section 3 including, without limitation, the termination of the Access Right contemplated above in Section 3.D.

4. Security for the Public Feature.

- A.** 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 Feature**") in an amount equal to \$72,187.50, being 125% of the total budgeted amount for the Public Art Feature under Section 3.C. The Security For Public Feature shall secure Developer's obligations under this Agreement to construct or install the Public Art Feature in the Public Feature Space.

- B.** If a letter of credit is deposited for the Security For Public Feature, 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 the Public Art Feature has been installed in accordance with 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, the issuer 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, 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 cash deposit or letter of credit, as applicable, provided under this Section with five (5) business days' prior written notice to Developer, if the Developer fails to complete the Public Art Feature prior to December 31, 2018. Any such draw shall be in an amount reasonably necessary, as determined by the City, to complete the performance of Developer's obligations under this Agreement to construct or install the Public Art Feature in the Public Feature Space, and the proceeds of any such draw shall be used for such purpose and also to reimburse the City for any costs incurred in connection with such draw.
- D.** Provided that no draw request from the beneficiary is pending pursuant to the foregoing subsection (c), Developer shall have the right, from time to time, to deliver a replacement letter of credit for the Security for Public Feature issued by a different issuer; provided, the following conditions are satisfied: (i) the replacement issuer shall be acceptable to City; and (ii) Developer shall pay all costs of any nature charged by such replacement issuer in connection with the preparation and issuance of such replacement letter of credit. Upon the delivery by Developer of any such replacement letter of credit, City shall surrender possession of the preceding letter of credit to Developer.
- E.** As used herein, the phrase "Public Art Substantial Completion Date" shall refer to the date that the construction or installation of the Public Art Feature in the Public Feature Space has been substantially completed. When Developer concludes that it has achieved such substantial completion, Developer shall provide notice to that effect to City and request that City inspect such work. Upon the Developer's delivery of such notice and request, City shall inspect the Public Art Feature and designate in writing any deficiencies or incomplete items, which, if so designated, shall be promptly remedied or completed by Developer at Developer's sole cost. Upon the occurrence of the Public Art Substantial Completion Date, all undisbursed portions of the Security for Public Feature shall be returned by City to Developer.

5. Storm Water Maintenance.

- A. Developer shall maintain, at its cost, the stormwater improvements located on or serving the Property as depicted on the Plans (the "Stormwater Improvements"). Annually, in a manner requested by the City engineer, the Developer shall inspect such Stormwater Improvements and provide the City with a written report on the inspection results. If the Developer fails to so inspect and report, or fails to maintain such Stormwater Improvements in accordance with instruction from the City Engineer, within 30 days of written notice from the City of such default, 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: perform or hire a third party to perform for the account of the Developer any obligation of the Developer with respect to such Stormwater Improvements. The Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a non-revocable and non-exclusive license for the City and/or its agents to enter the Property and to take such actions, and it shall not be necessary for the City to seek a Court order for permission to enter the Property, or perform such inspections or maintenance. When the City does any work, 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 amount expended by the City to perform such work.
6. **Public Improvements.** At its sole expense, Developer shall construct and complete all the improvements identified on Exhibit G ("**Public Improvements**") in accordance with the Plans before the issuance of a certificate of occupancy for the Project by the City. 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 that are contemplated in the Plans.
7. **Maintenance Costs.** The Developer shall repair, replace and maintain, and be liable for the cost of repairing, replacing and maintaining the Public 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.
8. **Warranty.** As to 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 two (2) years after final completion is certified by the Developer's civil engineer. Any repairs or replacements shall be warranted for twelve (12) months from the time of construction or installation. The warranties referred to in this Section shall hereinafter be referred to, collectively, as the "**Warranties.**"
9. **Security For Public Improvements.**

- A. 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 Improvements**”) in an amount equal to \$126,807, being 125% of the estimated construction costs for all the Public Improvements, with such costs being shown on Exhibit G. If application for a building permit for the Project is not made within six (6) months following the date of this Agreement, the City shall have the right to reasonably adjust the amount of the Security For Public Improvements if the then current construction cost estimates for the Public Improvements have increased from the date hereof. The Security For Public Improvements shall secure all the Developer’s obligations under this Agreement to construct or install the Public Improvements. (The Security For Public Improvements and the Security For Public Feature shall be referred to herein, collectively and individually, as the “**Security**”).
- B. If a letter of credit is deposited for the Security For Public Improvements, 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 have been fully completed, and fully tested, inspected and accepted by the City, and all warranty periods provided for by this Agreement have expired. 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, the issuer 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, 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 cash deposit or letter of credit, as applicable, provided under this Section with five (5) business days’ prior written notice to Developer, if the Developer fails to complete the Public Improvements prior to the earlier of (i) the date on which the City is to issue a certificate of occupancy for the Project or (ii) December 31, 2018. Any such draw shall be in an amount reasonably necessary, as determined by the City, to complete the performance of Developer’s obligations under this Agreement to construct or install the Public Improvements, and the proceeds of any such draw shall be used for such purpose and also to reimburse the City for any costs incurred in connection with such draw.
- D. Provided that no draw request from the beneficiary is pending pursuant to the foregoing subsection (c), Developer shall have the right, from time to time, to deliver a replacement letter of credit for the Security for Public Improvements issued by a different issuer; provided, the following conditions are satisfied: (i) the replacement issuer shall be acceptable to City; and (ii) Developer shall pay all costs of any nature charged by such replacement issuer in connection with the preparation and issuance of such replacement letter of credit. Upon the delivery

by Developer of any such replacement letter of credit, Developer shall surrender possession of the preceding letter of credit to Developer.

- E. The amount of the Security For Public Improvements shall be reduced from time to time as the City completes its inspection of the status of such construction and concludes that Developer's obligations with respect to the Public Improvements are satisfied. The amount of such reduction shall equal no more than 100% of the originally estimated cost of the particular Public Improvement obligation satisfied, as shown on Exhibit G; provided however, that after any such reductions the remaining amount of the Security For Public Improvements shall be no less than 125% of the estimated cost to complete the remaining Public Improvements, as determined by the City. Any Security For Public Improvements on deposit with the City upon the expiration of all Warranties shall be released to Developer upon Developer's written request to the City.

- 10. **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 time thereafter, 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 and/or the Public Art Feature after notice and expiration of any cure period, 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 for Public Feature or from the Security for Public Improvements, as applicable. Among other expenditures, the City may complete such a draw to satisfy the claims of contractors or suppliers which have not been paid or satisfied by the Developer with respect to the Public Improvements and/or the Public Art Feature.

11. **Responsibility for Costs.**

- A. The Developer shall hold the City and its officers, 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 negligence, intentional misconduct or violation of this Agreement or applicable laws and ordinances by the City or its contractors. Except as limited by the preceding sentence, the Developer shall indemnify the City and its officers and employees for all reasonable costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorney and other reasonable consulting fees.
- B. The Developer shall 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 preparation and enforcement of this Agreement (and any amendment thereto), including engineering, building official, planning and attorney's fees, and for the City's performance of the Developer's obligations

under this Agreement in the event that Developer is in breach of this Agreement as a result of Developer's failure to commence or complete such obligations on a timely basis.

- 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 twelve percent (12%) per year or the maximum rate allowed by law, whichever is less.

12. **Events of Default.**

- A. **Events of Default Defined.** The following shall be "Events of Default" under this Agreement:

- (1) Failure by the Developer to pay when due amounts required to be paid under any provision of this Agreement.
- (2) 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) ten (10) days after notice of a monetary default by the City; or (ii) twenty (20) 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:

- (1) 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. 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.
- (2) Withhold approval of any permit with respect to the Property, including building permits for the Property.

- (3) Require the Developer to discontinue work on the Property until such time as the Event of Default has been cured.
 - (4) 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.
 - (5) Draw on any Security, or the proceeds thereof, to pay to cure the default to the extent provided herein.
- 13. **Representations.** Developer warrants and represents, for the benefit of the City, that, as of the date hereof: (i) it 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) it 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.
- 14. **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.
- 15. **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 and any such consent shall be subject to any new owner or owners of the Property, in writing, assuming the obligations of the Developer hereunder in a document approved, in writing, by the City. Notwithstanding the foregoing, from and after the issuance of a certificate of occupancy for the Project by the City (as distinguished from the issuance of a Tenant Finish Permit for individual condominium units), the Developer may assign its rights and obligations under this agreement to a homeowners or common interest community association for the Project (“**HOA**”) provided: (i) the City has reviewed and approved the documents establishing and governing the HOA; (ii) the City has reasonably determined that the HOA will have the ability to perform the then remaining obligations of the Developer hereunder; and (iii) the HOA assumes the obligations of the Developer hereunder in a recordable document approved, in writing, by the City (“**HOA Assumption**”). Upon the full execution and delivery of the HOA Assumption, Developer shall be forever and fully released from all obligations under the following provisions of this Agreement that arise or accrue subsequent to the effective date of such HOA Assumption: Sections 3.E and G, and Section 5.
 - B. This Agreement may not be terminated, amended, revoked or modified without the written agreement of the then current fee owner(s) of the Project and the City, in a document which is in recordable form; provided from and after the HOA

Assumption this Agreement may be so terminated, amended, revoked or modified with the written agreement of the City and HOA in a document which is in recordable form without need for the consent of all the then current fee owner(s) of the Project; provided, further, that the then current fee owner(s) of the Project shall not be bound by any amendment of this Agreement that is made without its, or their, consent.

- C.** Nothing herein contained shall be deemed to be a gift or dedication of all or any portion of the Property to the general public or for any public use or purpose, except to the extent the Public Feature Space shall be open and available for use and access by the public as permitted herein and for maintenance by the City as permitted herein.
- D.** All exhibits and attachments referred to herein and attached hereto shall be deemed part of the Agreement
- E.** 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.
- F.** There shall be no third party beneficiaries to this Agreement and third parties shall have no recourse against the City under this Agreement.
- G.** 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.
- H.** 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.
- I.** 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 (i) evidence of such recording acceptable to the City has been provided by the Developer, and (ii) Developer has obtained and recorded agreements by all parties holding an interest in the Property, including but not limited to mortgage holders, agreeing to be subject to the terms and conditions of this Agreement.
- J.** 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 Statute Section 515B.4-102 or any other applicable law.

K. After (i) the Developer has completed all of the Public Improvements required of it under this Agreement, (ii) the City has inspected, approved and accepted ownership of all Public Improvements, and (iii) all warranty periods provided for in this Agreement have expired, 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:

- (1) Any representation or warranties which may be in effect subsequent to the date of completion;
- (2) Any obligations of the Developer hereunder to retain the Public Improvements in the form described by the Plans referenced herein;
- (3) Any other obligations which are not specifically identified in such Certificate as having been performed.

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. Any owner of the Property, including without limitation any HOA, 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. If the Developer shall consist of more than one party (each a "**Developer Party**"), then: (i) the obligations of each Developer Party hereunder are joint and several with any other Developer Party; (ii) a release of any one (1) or more Developer Party shall not in any way be deemed a release of or limitation in favor of or for the benefit of any other Developer Party not so released; and (iii) a separate action hereunder may be brought and prosecuted against one (1) or more Developer Party.

M. 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.

N. 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.

- O.** 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.
- P.** 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.
- Q.** This Agreement shall be governed by and construed under the laws of Minnesota. To the extent Section 500.20 of the Minnesota Statutes (2016) 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.
- 16. 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:

Meyer Place at Ferndale, LLC
6035 Culligan Way
Minnetonka, MN 55345
Attn: Tim Brown

With copies to: Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street
Suite 2600
Minneapolis, MN 55402
Attn: Gary Eidson

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, MN 55391
Attention: City Manager

[SIGNATURE PAGE(S) ATTACHED]

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the date first above written.

DEVELOPER:

Meyer Place at Ferndale, LLC,
a Minnesota limited liability company

By: _____
Timothy J. Brown
Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on _____, 2017, by Timothy J. Brown , the Vice President of Meyer Place at Ferndale, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR
105 LAKE STREET EAST]

City of Wayzata,
a Minnesota Municipal Corporation

By: _____
Its: Mayor

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, Mayor of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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 _____, 2017, 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 (DGS)
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402-4452
Telephone: (612) 339-7121

EXHIBIT A

Legal Description

[to be revised based on Final Order in pending torrens registration proceeding]

Parcel 1:

Lots 22, 23 and 24, and that part of Lot 25 lying south of the northerly 60 feet thereof, all in Auditor's Subdivision No. 184, Hennepin County, Minnesota.

Parcel 2:

The North 60 feet of Lot 25, Auditor's Subdivision No. 184, Hennepin County, Minnesota.

Parcel 3:

The North 102.6 feet of Lots 5 and 7, and Lot 6, except the South 50 feet thereof, all in Block 2, Keesling's Addition to Wayzata, Minnesota.

EXHIBIT B

Council Resolution

(Attached)

RESOLUTION NO. 58-2016

**RESOLUTION APPROVING PUD CONCEPT AND GENERAL PLANS,
PUD REZONING, AND PROJECT DESIGN FOR NEW THREE STORY
RESIDENTIAL DEVELOPMENT AT 105 LAKE STREET EAST**

WHEREAS, Homestead Partners, and the property owner, Meyer Properties, (together, the "Applicant") have submitted a development application (the "Application") to redevelop the Meyer Brothers Dairy site at 105 Lake Street East into a new residential planned unit development, involving demolition of the existing vacant commercial buildings and construction of a new three story residential building with up to 21 residential condominium units and 52 underground enclosed parking spaces (the "Project"); and

WHEREAS, the Wayzata Planning Commission, pursuant to the Zoning Ordinance, has held a public hearing on the Application, made findings of fact on each of the land use requests in the Application, and delivered a Report and Recommendation to the City Council, attached to this Resolution as Attachment A;

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

A. Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the public hearing, the standards of the Wayzata Zoning Ordinance, and the Planning Commission Report and Recommendation of Approval of the Application, all of which are incorporated by reference in this Resolution, the City Council of the City of Wayzata hereby confirms and memorializes that the Application meets the applicable requirements of Wayzata's Zoning Ordinance, including that the proposed PUD project will not be detrimental to the health, safety and welfare of residents of the community and the surrounding area, and that the Project does conform with the overall intent and purpose of Section 33 (Planned Unit Development).

B. Based on the foregoing, the following requests in the Application (as defined in the Planning Commission Report and Recommendation) are **HEREBY APPROVED**, subject to the conditions listed in Section C of this Resolution:

1. Rezoning from C-4A to PUD/Planned Unit District for new residential condominium development
2. Concurrent PUD Concept and General Plan of Development for new residential condominium development
3. Project Design, including the Deviations

C. The approvals listed in Section B of this Resolution are conditioned upon satisfaction and continuing compliance with all of the following:

1. The Applicant must enter into a stormwater maintenance agreement with the City that meets with the approval of the City Engineer, covering the design, installation, maintenance, and inspection of all stormwater management systems approved as part of the Application, which must be recorded against the Property.
2. The Applicant must revise the PUD Concept and General Plans to extend the sidewalk along Ferndale Rd S further to the north to connect to Edgewood Court. The design of the sidewalk must be the same as the Ferndale Rd S sidewalk shown on the PUD Concept and General Plans, and must be located within the City's right of way. The final sidewalk design must be reviewed and approved by the City Engineer.
3. The Applicant and future homeowners association must enter into an agreement with the City regarding the public feature shown on the southwest corner of the Property, as depicted on the Site Plan. The agreement must include 1) process for the applicant to work with the City's public art committee and City staff regarding the public feature, 2) the public feature must be consistent with the City's public art policy, 3) the applicant provide a defined budget to be paid by the applicant, 4) the applicant dedicate an easement to the City for the public feature, and 5) the maintenance and cost to maintain the public feature must be paid by the homeowners association.
4. The Applicant must secure all necessary building permits for construction, and comply with all laws and regulations applicable to the Project.
5. All expenses of the City of Wayzata related to processing the Application, including consultant, expert, legal, and planning fees incurred, must be fully reimbursed by the Applicant.
6. The Applicant must enter into a Development Agreement with the City for the Project, that addresses the conditions of approval and the requirements of the Zoning Ordinance, in a form acceptable to the City Attorney.

Adopted by the Wayzata City Council this 20th day of December, 2016.



Mayor Ken Willcox

ATTEST:



City Manager Jeffrey Dahl**ACTION ON THIS RESOLUTION:**

Motion for adoption: Tyacke

Seconded by: Anderson

Voted in favor of: Anderson, Mullin, Tyacke, Willcox

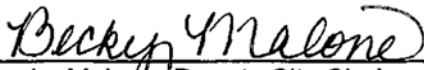
Voted against: McCarthy

Abstained: None

Absent: None

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on December 20, 2016.



Becky Malorfe, Deputy City Clerk
SEALAttachment A

Planning Commission Report and Recommendation, dated December 5, 2016

Attachment A to the City Resolution is part of the City Resolution but not included with the copy of the City Resolution attached to the Agreement. A completed copy of Attachment A is on file with and available from the City.

City Council Resolution 30-2017
(to be inserted)

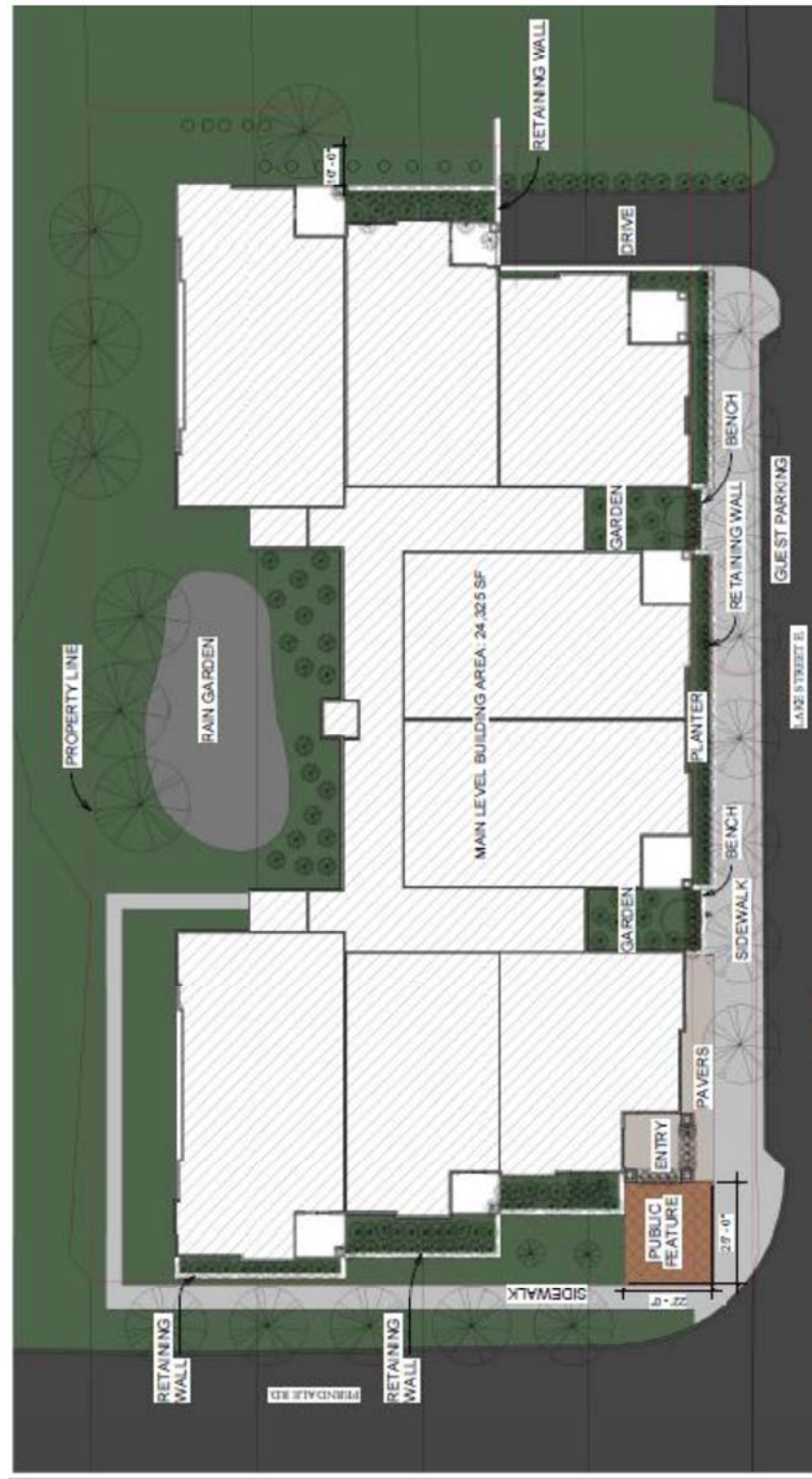
EXHIBIT C

List of Plans

- Site Plan prepared by Whitten Associates, Inc and dated November 3, 2016
- Lower Level Floor Plan prepared by Whitten Associates, Inc and dated June 5, 2017
- First Level Floor Plan prepared by Whitten Associates, Inc and dated June 5, 2017
- Second Level Floor Plan prepared by Whitten Associates, Inc and dated June 5, 2017
- Third Level Floor Plan prepared by Whitten Associates, Inc and dated June 5, 2017
- Roof Level prepared by Whitten Associates, Inc and dated November 3, 2016
- Building Section prepared by Whitten Associates, Inc and dated November 3, 2016
- South Elevation and North Elevation prepared by Whitten Associates, Inc and dated November 15, 2016
- East Elevation and West Elevation prepared by Whitten Associates, Inc and dated November 14, 2016
- 3D Views prepared by Whitten Associates, Inc and dated November 28, 2016
- Public Feature View prepared by Whitten Associates, Inc and dated November 28, 2016
- Third Level Floor Plan Setbacks prepared by Whitten Associates, Inc and dated November 3, 2016
- Second Level Floor Plan Setback Exhibit prepared by Whitten Associates, Inc and dated November 28, 2016
- Landscape Plan prepared by Norby & Associates and dated December 16, 2015 and revised November 4, 2016
- Site and Landscape Plan prepared by Sathre-Berquist, Inc and dated October 4, 2016
- Demolition Plan prepared by Sathre-Berquist, Inc and dated October 4, 2016
- Grading Plan prepared by Sathre-Berquist, Inc and dated October 4, 2016
- Erosion Control Plan prepared by Sathre-Berquist, Inc and dated October 4, 2016
- Utility Plan prepared by Sathre-Berquist, Inc and dated October 4, 2016
- Drainage Area prepared by Sathre-Berquist, Inc and dated October 4, 2016
- Hardcover Exhibit prepared by Sathre-Berquist, Inc and dated October 4, 2016

Site Plan

Site Plan



1 Site Plan

scale: 364" = 1'-0"

3 NOV 2016

JMS CUSTOM HOMES MEYER PLACE ON FERNDALE WHITTEN ASSOCIATES, INC.

EXHIBIT E

Public Art Feature Process

May 18, 2017 – RFQ Announced.

June 15, 2017 – RFQ Submission Deadline.

Week of June 19, 2017 – Committee Review 7 Selection of finalists; announcements sent to all applicants.

Week of August 7, 2017 – Finalists Interviews; Finalist must present in person.

August / September 2017 – Contract with Selected Artist / Team.

September 2017 – Design Approval Meetings and Fabrication of Final Design Begins.

May 2018 or sooner – Project Installations.

Committee Members

Tom Bakritges – Meyer Place at Ferndale, LLC representative.

Tim Whitten – Whitten & Associates.

Heather Maanum – Whitten & Associates.

Aimee Meyer – Family member representative.

Joanie Holst – Wayzata Historical Society representative.

Jeff Thomas – Director of Planning & Building, City representative.

Jen Krava – Forecast Public Art Consultant representative.

EXHIBIT F

[Reserved.]

EXHIBIT G

Public Improvements

The Public Improvements are as follows:

- 1) Street and utility improvements, and construction and installation of a public sidewalk, streetscaping and landscaping within the Lake Street East right of way adjacent to the Property, all in accordance with the Plans. (estimated cost \$79,863)
- 2) Construction and installation of a public sidewalk and landscaping within the Ferndale Road right of way adjacent to the Property, all in accordance with the Plans. (estimated cost \$16,552)
- 3) Construction and installation of a public sidewalk within the Ferndale Road right of way, from the northern boundary of the Property to the southern curbing of the Edgewood Court right-of-way, all in accordance with the Plans. (estimated cost \$5,030)

EXHIBIT H

Form of Consent and Joinder by Ground Lessor

(Attached)

CONSENT AND JOINDER OF GROUND LESSOR

THIS CONSENT AND JOINDER OF GROUND LESSOR (the "Consent") is attached to that certain Development Agreement (the "Development Agreement"), dated as of the _____ day of _____, 2017 by and between the City of Wayzata, a Minnesota Municipal Corporation ("City") and Meyer Place at Ferndale, LLC, a Minnesota limited liability company ("Developer").

RECITALS:

WHEREAS, the undersigned Meyer Properties, LLP, a Minnesota limited liability partnership ("Fee Owner"), is the owner of fee title to that certain real property (the "Property") that is located as 105 Lake Street East in Wayzata, Minnesota, and that is defined in the Development Agreement as the "Property";

WHEREAS, Fee Owner, as lessor, and Developer, as lessee, are parties to that certain Ground Lease Agreement (the "Ground Lease") that is dated as of _____, 2017 and that concerns the granting of a leasehold estate by Fee Owner to Developer over the entirety of the Property for purposes of the development of the Property by Developer;

WHEREAS, Fee Owner desires to confirm its consent to the terms and conditions of the Development Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fee Owner hereby consents to the terms of the Development Agreement and agrees that the Property shall be subject to the covenants, easements, conditions and restrictions set forth in the Development Agreement and agrees that same shall be binding upon the undersigned and all successors and assigns of the undersigned. Fee Owner also hereby warrants to the City that Fee Owner is the owner of fee title to the Property and that no mortgage lien presently encumbers the Property. Fee Owner hereby further confirms that it shall execute and deliver, in recordable form, such confirming documentation as any future owner or mortgagee of any portion of the Property may reasonably request in order to give full effect to this Consent.

[SIGNATURE PAGE FOLLOWS]

THIS CONSENT AND JOINDER OF GROUND LESSOR is executed and delivered as of the date first above written.

Meyer Properties, LLP, a
Minnesota limited liability partnership

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of Meyer Properties, LLP, a Minnesota limited liability partnership, on behalf of the limited liability partnership.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

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

EXHIBIT I

Executed Consent and Joinder by Mortgagee(s)

(Attached)