

WAYZATA CITY COUNCIL

Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street

Tuesday, April 4, 2023

7:00 PM

ZOOM INFORMATION

[Click here to join Zoom Mtg](#)

[Meeting ID: 881 4817 7770](#) [Passcode: 039088](#)

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



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

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

4:15 p.m. Dinner Available for Wayzata City Council - Conference Room

WORKSHOP TOPICS FOR DISCUSSION:

- **Discussion of Proposed Special Event Permit Application for the Wayzata Art and Music Festival by RBA, Inc (4:45-5:15 p.m.)**
- **Local Board of Appeal and Equalization (LBAE) 5:30-6:30 p.m.**

7:00 PM - CITY COUNCIL MEETING

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approve Agenda**
5. **Public Forum (3min/person)**
6. **New Agenda Items**
7. **Consent Agenda**
 - a. Approval of City Council Workshop and Regular Meeting Minutes of March 7, 2023
 - b. Approval of Check Register
 - c. Approval of Municipal Licenses
 - d. Approval of Professional Services Agreement with Twin Cities Sound and Letters of Agreement with Artists for Sunday Music in the Park
8. **Old Business**
 - a. Consider Adoption of Resolution 19-2023 Approving Subdivision at 1030 Lake Street East
9. **New Business**
 - a. Consider Award of Contracts for Panoway Boardwalk Construction and Installation Project
 - b. **Consider Adoption of Resolution 20-2023 Providing for the Sale of General Obligation Temporary Tax Increment Financing Bonds, Series 2023A**
 - c. Consider Approval of a Special Event Permit for the Wayzata Art and Music Festival to be held by RBA
10. **City Manager's Report and Discussion Items**
11. **Public Forum (as necessary)**
12. **Adjournment**

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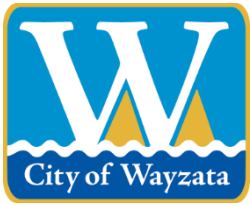
Meeting Rules of Conduct:

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 - April 18, 2023
Planning Commission - April 3 & April 17, 2023

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: April 4, 2023	AGENDA ITEM: 7.a
TITLE: Approval of City Council Workshop and Regular Meeting Minutes of March 7, 2023	
PROPOSED MOTION: To Approve the City Council Workshop and Regular Meeting Minutes of March 7, 2023	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the draft minutes.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. March 7, 2023 Workshop Minutes (draft)
2. March 7, 2023 CC Minutes (draft)

**WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
March 7, 2023**

5:45 p.m. Conduct Interview for Boards and Commissions Vacancy

Mayor Mouton called the meeting to order at 5:45 p.m. Council Members present in-person in the community room at City Hall offices: MacDonald, Iverson, Parkhill, and Plechash. Also present: City Manager Jeff Dahl, and Community Development Director Emily Goellner.

The City solicited applications for vacancies on several Committees and Commissions, but the Parks and Trails Board still has a vacancy. The council interviewed Bianca Jensen as a potential candidate. The interview was held in-person in the Community Room at City Hall.

At the regular meeting, the City Council will consider an appointment to fill the vacancy by resolution.

6:00 p.m. Annual Update of Energy and Environment Committee

Parks Planner Kieser introduced Committee Member Ed Schute to review the accomplishments of the Energy and Environment Committee in 2022 and discuss the objectives of the Committee in 2023. Committee Member KC Chermak was also in attendance to provide additional insight of the Committee work.

The Energy and Environment Committee was created at the end of 2019 and started work in 2020. In December 2020, the Energy Action Plan was approved and since that date, the Committee has worked to implement the action items in the Plan. The Partners in Energy Program ended at the end of 2022, so now the E&E Committee has been discussing what the focus areas should be to advance sustainability within the community.

Mr. Schute went through the proposed work plan for 2023 and noted that through recent discussions, the Committee would like to transition from an energy focus to a water conservation/quality focus. Along with more of a focus on water-related items, the Committee also plans to build upon the projects that have already been completed and the relationships created with those projects. The Council noted that for the water-related items it would be beneficial to focus on small scale/residential type projects like discounted rain barrels. Bring forward ideas that most community members can participate in and benefit from.

Related to the ongoing energy projects, the Council would like to have continuous updates on the amount of energy the city is conserving and the amount of money that is saving the city. Mr. Schute also touched on the municipal EV fleet study that was conducted which will come forward to the Council at a future workshop to review and discuss. The idea was brought up of incorporating an autonomous EV bus/trolley that community members could use throughout the city.

In addition, the Council noted the importance of multi-family outreach and education since those are difficult stakeholders to engage with to make improvements. There are many options for multi-family properties, but the projects normally need to be started and approved by the property manager, owner, HOA, etc.

The Committee was grateful for the discussion and the ideas that were brought up. The Committee will review the ideas and bring forward any recommendations to the City Council that seem beneficial to their mission.

6:15 p.m. Annual Update of the Heritage Preservation Board

City Manager Dahl introduced Board Member Judy Starkey to review the accomplishments of the Heritage Preservation Board in 2022 and discuss the objectives of the Board in 2023.

1
2 The Heritage Preservation Board is a group of 4 community members, appointed by the City Council,
3 whose staff liaison is Assistant Planner Valerie Quarles. In 2022, the Board struggled with decreased
4 membership, but still heavily contributed to the Section Foreman House design process and other
5 initiatives throughout the year. In 2023, one new member has joined the board and other process changes
6 are being made in order to ensure resiliency and tackle an ambitious agenda for the year. Recruitment
7 continues to be a focus and challenge. Ms. Starkey added that she hopes the HPB and Council are able to
8 gather momentum to save additional buildings from demolition in the community.
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10 The workshop meeting was adjourned at 6:30 p.m.

11 Respectfully submitted,

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14 Kathy Leervig, City Clerk

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WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
MARCH 7, 2023

AGENDA ITEM 1. Call to Order.

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

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Council Members present: Mouton, Iverson, MacDonald, Plechash, and Parkhill. Also present: City Manager Dahl, Community Development Director Goellner, and City Attorney Schelzel.

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

- Interview for Parks & Trails Board Vacancy
- Annual Update of Energy and Environment Committee
- Annual Update of the Heritage Preservation Board

AGENDA ITEM 4. Approve Agenda.

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

AGENDA ITEM 5. Public Forum.

a. Swearing in of Police Officer Travis Groth

City Manager Dahl administered the Oath of Office to Travis Groth. Officer Groth's badge was pinned on by his father, former Plymouth police officer, Dave Groth.

Police Chief Schultz shared some background information about Officer Groth and his education and experience.

Officer Groth thanked the City for its support and expressed his appreciation for the opportunity to continue to work with the City.

Mayor Mouton extended her appreciation on behalf of the Council and the community and officially welcomed Officer Groth to the City. She stated that the City feels very lucky that they have somebody like him and his colleagues working here.

Mayor Mouton recessed the meeting at 7:15 p.m. to allow for friends and family to congratulate Officer Groth and take pictures, and reconvened the meeting at 7:28 p.m.

b. Public Comment

There were no individuals that indicated they wished to speak to an item not otherwise on the agenda.

AGENDA ITEM 6. New Agenda Items.

Ms. Iverson stated that she would like to discuss the feasibility of pay increases for the City's volunteer fire fighters for 2024.

1 Mr. Dahl noted that typically this would be considered as part of the larger annual
2 budget process but noted that the City could do an updated compensation study in order to
3 take a look at what other communities are doing. He stated that staff can pull together
4 information for the Council to discuss during the budget process in June/July, or for a
5 possible topic at a workshop.

6 Ms. Iverson explained that considering what the volunteer firefighters do for the
7 community, she feels their pay is quite low and would like to see the City take a look at
8 this issue. She stated that she would like to see the data on how the City compares to other
9 cities.

10 Mr. Plechash stated that he thinks it will be sufficient for this to be discussed
11 through the regular budget process.

12 Mr. Parkhill noted that he thinks it would be good for the Council to have more
13 data on the pay rates.

14 Mayor Mouton agreed and suggested that the City can gather this data, especially
15 from comparable departments and get input from Fire Chief Klapprich.

16 Mr. Dahl explained that he would work with Fire Chief Klapprich to put together
17 this data for the Council.

18
19 **AGENDA ITEM 7. Consent Agenda.**

20 Mayor Mouton read the items on the consent agenda and asked if any Council member
21 wished to pull an item for further discussion. Hearing no such request, she asked for a
22 motion to approve the Consent Agenda as presented. Mr. Plechash made a motion,
23 seconded by Ms. MacDonald, to approve the consent agenda with all of the following
24 items:

- 25 a. Approval of City Council Workshop and Regular Meeting Minutes of February 21,
26 2023
- 27 b. Approval of Check Register
- 28 c. Approval of Municipal Licenses
- 29 d. Authorization to Solicit Bids for the 2023 Mill & Overlay Project
- 30 e. Approval of First Reading of Ordinance 822 City Code Amendments Related to
31 Solar Energy Systems
- 32 f. Adoption of Resolution 14-2023 Adopting a Policy on use of Public Funds to
33 Reimburse Permitting Fees Associated with Affordable Housing Projects
- 34 g. Adoption of Resolution 15-2023 Approving Reimbursement of Permitting Fees
35 Associated with Maintenance and Improvement of Affordable Housing at Maggie
36 Manor Too
- 37 h. Adoption of Resolution 19-2023 Accepting a Donation from Wayzata Lions Club.

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39 The motion carried 5/0.

40
41 **AGENDA ITEM 8. New Business.**

- 42 a. **Consider Approval of Second Reading and Adoption of Ordinance No. 824**
43 **Authorizing the Issuance of General Obligation Temporary Tax Increment**
44 **Bonds for Panoway on Wayzata Bay**

45 Mr. Dahl explained that the First Reading of Ordinance No. 824 took place at the February
46 21, 2023 City Council meeting. He gave a brief overview of the Panoway timeline and

1 funding history and plans for the boardwalk and docks. He reviewed the pending funding
2 requests that have been made for the project including sales tax exemption, State bonding
3 request, as well as grants and conservancy funds. He noted that the City will lose the ability
4 to use TIF 6 as a funding source by June, and explained that these are considered temporary
5 bonds just because the City does not currently know the exact amount of funding that will
6 be available to cover project costs. He concluded by noting that Staff recommends approval
7 the second reading and adoption of Ordinance No. 824.

8 Mr. Parkhill asked if he was correct that the \$6 million of bonding funds would be
9 paid back with 20% of the tax revenue that comes from TIF 6, and that none of this would
10 be coming from the City's General Fund or tax levy.

11 Mr. Dahl confirmed that this was correct, and the \$6 million would be paid by
12 increment that is generated from TIF 6, and not the general fund. He noted that the City's
13 estimates are conservative and even with the other obligations for that district, because it
14 is performing so well, there would still be a remaining cash balance at the end of the term.

15 Mayor Mouton stated that she thinks of this as a 'bridge loan' until the increment
16 comes in from that district.

17 Ms. Iverson stated that she believes she saw information that the City would pay
18 about \$3 million in interest on these bonds and asked how this interest would be paid. Mr.
19 Dahl stated that interest is incorporated into the overall annual debt service and explained
20 that it would be \$3.8 million over the course of a 25 year term. He reiterated that this would
21 be paid by increment from TIF 6.

22 Ms. Iverson asked if she was correct that the increment for this district would not
23 come in until around 2030, and the 'bridge loan' is to carry the City to that point in time.
24 Mr. Dahl explained that the 'bridge loan' was really to carry the City through when they
25 have the final cost of the project paid.

26 Ms. Iverson referenced page 108 of the packet, and explained that part of her
27 concern is that the City is merely 'hopeful' that they will receive additional funding from
28 the State. She stated that there is no guarantee that this funding will come to fruition, and
29 feels that some of these bonds are being issued with the hopes of getting that additional
30 funding. She stated that she is not comfortable taking that risk and does not think that the
31 City, in the past, thought that they would be bonding this much money to construct this
32 project. She thanked staff for putting together all of the data and information but noted that
33 she cannot support this at the present time.

34 Mr. Parkhill asked if his understanding was correct that if the City issued bonds for
35 \$6 million, including the interest, the tax increment would cover all of those, which means
36 the taxpayers would never pay a cent. Mr. Dahl confirmed that this was correct.

37 Mr. Parkhill stated that if the City does not take this action, then it will lose the
38 money to the State or the County. He stated that he feels this is basically free money for
39 the City to use. Mr. Dahl stated that he would say that the City would lose millions of
40 dollars if it does not use this increment that would otherwise need to be used for highly
41 restricted sources.

42 Ms. Iverson stated that she thought the City had already secured \$4 million from
43 the State, but this still leaves a large gap to be met. Mr. Dahl clarified that if the City does
44 not move forward with bonding now, the City will lose the ability to use increment for the
45 boardwalk and docks.

1 Ms. Iverson asked if the City already had \$6 million accumulated from TIF 6. Mr.
2 Dahl answered that it would accumulate over the course of about 22 years.

3 Ms. MacDonald stated that the City was given legislation from the State in order to
4 use TIF 6 for the boardwalk which is where the ‘use it or lose it’ idea comes in to play.

5 Mr. Dahl stated that was correct and explained that the City was given special
6 legislation and an exception to use TIF dollars for park related expenses, specifically the
7 boardwalk and docks. He reiterated that the deadline for this use is June.

8 Ms. Iverson stated that she would be 100% behind funding the docks, but believes
9 the boardwalk is an expensive luxury for the City. She stated that she is concerned that this
10 is having a snowball effect and is getting out of control and explained that her concern was
11 related to when the spending would stop.

12
13 Mayor Mouton asked for a motion on the draft resolution. Mr. Plechash made a motion,
14 seconded by Mr. Parkhill, to Approve the Second Reading and Adopt Resolution No.824
15 Authorizing the Issuance of General Obligation Temporary Tax Increment Bonds for
16 Panoway on Wayzata Bay. The motion carried 4/1 (Iverson – opposed).

17
18 **b. Consider Adoption of Resolution 11-2023 Denying Subdivision at 1030 Lake**
19 **Street East**

20 Ms. Iverson explained that she would recuse herself from this item because she has a
21 property in the neighborhood that is on the market and does not want there to be a
22 perception of a conflict of interest.

23 Community Development Director Goellner gave an overview of the surrounding
24 neighborhood zoning and land use guidance. She reviewed the existing conditions of the
25 site and the request for a major subdivision to divide one parcel into three. She noted that
26 the plan is to demolish the existing home and then build new homes on all three of the new
27 parcels. She reviewed the site plan details for each lot and explained that overall, the
28 dimensions of the proposed lots are compliant with City standards. She reviewed the tree
29 removal and preservation activities including tree replacement plans. She noted that the
30 fee-in-lieu of planting would be \$75,520. She reviewed the comments from the
31 Engineering Department, and noted that the City had received two public comments that
32 expressed concerns regarding the wetland, tree loss and the number of proposed homes.
33 She explained that there were 7 members of the public who commented on the application
34 at the public hearing that had similar concerns, and that one member of the public was in
35 favor of the project. She gave a brief overview of the Planning Commission discussion of
36 the application as it related to the trees and wetland on the property, the surrounding
37 neighborhood, and the guidance of the Comprehensive Plan. She stated that the Planning
38 Commission voted unanimously to adopt a report of findings and a recommendation of
39 denial of the request. She explained that many on the Commission felt that 2 lots rather
40 than 3 would be more appropriate for this site. She noted that at the end of the Planning
41 Commission meeting there was a discussion about whether or not wetland was included in
42 the density calculations. She stated that staff had included the wetland in the density
43 calculation, as reflected in the staff report. She noted however that upon further review,
44 she found that the City has a code provision that would require a CUP in order to include
45 the wetland in the calculation of the total lot area. She stated that this is new information
46 and explained that without a CUP, the wetland should be excluded, which means that this

1 proposal is too dense and would not be compliant with the Comprehensive Plan. She
2 reviewed the 2040 Comprehensive Plan, the zoning, and density of the surrounding
3 neighborhood. She noted the size of nearby lots and reviewed the minimum lot
4 requirements for the various zoning districts. She noted that in taking a closer look at this
5 property, she can understand why the City may have an interest in rezoning this parcel to
6 R-2 or R-2A. She reviewed the Central Core Residential area just to the north of this parcel
7 and lots sizes in the surrounding neighborhood. She noted that since the Planning
8 Commission meeting, the applicant submitted a letter that included information regarding
9 their supplemental tree plan that shows preservation of more trees. She reiterated that this
10 is new data and was not included in their packet. She noted that the City Forester has taken
11 a preliminary look at their new information and has stated that he did not think it was
12 feasible to save many more trees as shown in the new plan, but would like to get more
13 information in order to determine if it is possible or not.

14 Mayor Mouton asked if staff and City Attorney Schelzel had gone through the
15 supplemental letter that was submitted by the applicant. She noted that she had not gone
16 through it bullet point by bullet point to see what had changed between when it was before
17 the Planning Commission and as it is now before the Council.

18 Ms. Goellner explained that her general feeling from the letter was that the
19 applicant felt that they have complied with all the code standards and submitted a tree plan
20 that attempts to maximize the tree preservation on the site. She noted that there were some
21 legal arguments that were included in the letter, and suggested that City Attorney Schelzel
22 may want to comment as well.

23 Mayor Mouton asked if the plan in the supplemental letter was different than what
24 the Planning Commission saw. Ms. Goellner confirmed that it was different, and explained
25 that was why staff generally discouraged applicants from submitting new plans between
26 the Planning Commission meeting and the City Council meeting. She noted that in this
27 instance it is a matter of about 10 trees and is not a wholesale change.

28 City Attorney Schelzel stated that the plats for the subdivision of the property are
29 not different, and clarified that only a new tree plan had been submitted. He noted that the
30 Council was looking at the same plats for 3 new lots that the Planning Commission
31 reviewed and made findings on. He explained that some of their findings were related to
32 trees, but the analysis from the forester was that the newly submitted tree plan would not
33 be materially different.

34 Mr. Parkhill confirmed that the Comprehensive Plan guides the north side of Lake
35 Street differently than the south side and also has less density south of Lake Street. Ms.
36 Goellner confirmed this was correct and explained that the density was for 1-3 units/acre.

37 Mr. Parkhill asked how many trees on this property were ash trees. He asked if he
38 was correct in saying that 5 of the 10 they were hoping to save probably would not end up
39 lasting very long anyway. Ms. Goellner stated that was correct for the 10 they were hoping
40 to save in the supplemental plan that was submitted. She noted that the City generally
41 excludes ash trees from their overall calculations.

42 Mr. Parkhill stated that the wetlands have a 20 foot buffer and there was discussion
43 about the wetland area getting very large at times when there aren't such dry years. He
44 asked if it was safe to assume that a 20 foot buffer would be enough and the house would
45 not be flooded. Ms. Goellner explained that the City staff relies on the wetland delineation,
46 and the buffer is designed based on that. She noted that the City Engineer does not have

1 concerns about the size of the wetland or the buffer area, and feels it is an accurate depiction
2 of the existing conditions.

3 Mr. Parkhill stated that it appears as though the applicant is only required to replace
4 trees of 3 inches in diameter but is planning to replace them with significant trees which
5 are 6 inches in diameter. Ms. Goellner stated that this was correct and noted that this was
6 not typical. She explained that they are planning to install larger trees from the start in an
7 attempt to preserve the site.

8 Mr. Plechash stated that the depiction of the size of the lots he found to be very
9 helpful. He asked about the proposed frontage of the 3 lots and how those compare to the
10 homes directly to the east. Ms. Goellner referenced information from the County and stated
11 that the parcel directly east of this proposal is 104 feet wide, the next parcel is 104-107 feet
12 wide, which are both significantly wider than the proposed lots.

13 Mr. Plechash noted that in the proposed plats it looks as though the buildings would
14 be about 20 feet apart and asked how that compared to the nearby homes. Ms. Goellner
15 stated that there are 10 foot setbacks, so the distance would be about 20 feet between the
16 homes. She noted that the property directly to the east is very built out but believes they
17 have a 10 foot setback. She noted that the parcel beyond this is less built out and has a
18 larger setback of about 25-30 feet.

19 Mr. Plechash asked about the distance between the existing home to the east and
20 the proposed new buildings. Ms. Goellner explained that the distance between the proposed
21 home on Lot 3 and the house directly to the east would probably be about 20 feet, and noted
22 that the distance between that home and the next would be about 40 feet.

23 Ms. MacDonald stated that she would like to have more context or recollection
24 from the 2040 Comprehensive Plan discussions of how the density was determined. She
25 asked if there was any recollection on why this parcel was not rolled into the neighborhood.
26 Ms. Goellner stated that based on her research, the reason for that decision was because of
27 the existing lot size. She stated that the intention was to leave this property and the other
28 two to the east as low density because of their larger size.

29 Ms. MacDonald stated that she would like to understand more about the road in
30 front of the lot, especially about its width. Ms. Goellner explained that the road is about 32
31 feet wide, and explained that would be fairly typical for Minneapolis or St. Paul, but not
32 for Wayzata. She stated that she does not have measurements of other streets but would
33 say, anecdotally, that is narrower. She stated that this year, with all the snow, people are
34 having to park partially on the snow bank in order to get out of the way. She stated that
35 when people are having work done on their homes, cars end up queuing in the streets so it
36 can get pretty congested in the area, but explained that she would not necessarily conclude
37 that this means homes should not be built here.

38 Ms. MacDonald asked about the speed bump on the street, and noted that it feels
39 like the side that they are planning on putting the driveway in seems counterintuitive. She
40 stated that there will be a lot of trees coming down where the driveway is located and asked
41 if there had been any consideration of putting the driveway on the other side of the speed
42 bump. She asked if the applicant had looked at the new tree ordinance that basically says
43 there is an incentive for changing their building plans in order to preserve trees. Ms.
44 Goellner stated that she did not think this has been talked about with the applicant. She
45 noted that she would like to ask City Engineer Kelly if the speed bump was really helping
46 in this area because it is such a narrow street and wonders if people were already slowing

1 down. She stated that she understood the suggestion about placing the driveway on the
2 opposite side of the speed bump.

3 Mayor Mouton noted that she knows that the speed bump was intended to be a
4 partial deterrent from cut through traffic. She explained that she was not an expert but
5 wasn't sure how much latitude there was in the speed bump placement being moved or
6 changed. She asked if there had been City feedback on the driveway location and the speed
7 bump. Ms. Goellner stated that the feedback was that the driveway couldn't interfere, and
8 they found that in the redesigned plans that it met standards.

9 Ms. MacDonald asked if the applicant had looked at the new tree ordinance. Ms.
10 Goellner noted that they met with the City Forester on the Tree Preservation Ordinance
11 more than once to try to maximize the plantings on the site.

12 Mayor Mouton asked for a reminder about the width of the frontage for the
13 proposed sites. Ms. Goellner stated that the eastern two lots were proposed to be at 65 feet.
14 She noted that the frontage for lot 1 would be more because it includes the wetland area.
15 She explained that the existing lots to the east range from 100-107 feet wide, which is
16 generally the requirement for R-2, and noted that for R-3 the requirement is 60 feet.

17 Mayor Mouton asked about the CUP referenced earlier and if the applicant,
18 according to the code, actually needs one. Ms. Goellner stated that her interpretation of the
19 code is that a CUP would be needed. She explained that this is new information for the
20 applicant, and noted that it was due to her error in not seeing the piece of code related to
21 wetland areas.

22 Mayor Mouton asked how this application could proceed with the new information
23 related to a CUP. Mr. Schelzel explained that based on staff's new analysis, a CUP would
24 be needed for the plat as presented, so the applicant would need to make a second request
25 for that CUP which would require Planning Commission review and a public hearing.

26 Mayor Mouton asked if the Council accepted the Planning Commission
27 recommendation of denying the request, if the applicant could come back through the
28 process if they alter their application in some way. Mr. Schelzel summarized that if the
29 Council concurs with the recommendation of the Planning Commission, it would be up the
30 applicant on where they would want to go from that point, which could include a new
31 application. He noted that if the Council differs from the Planning Commission
32 recommendation of denial, one of the conditions of an approval should be that they obtain
33 any needed CUP that is required by code.

34 Mayor Mouton recognized the applicant representative, Dan Vanderheyden, 312
35 Hampton Street. Mr. Vanderheyden noted that he and his wife have lived in this
36 neighborhood for 10 years and that he also owns Black Dog Homes, the developer and the
37 applicant for the subdivision. He stated that he appreciated the City's review of the
38 proposal. He stated that one thing he wanted to emphasize is the review of the facts and
39 explained that his hope is that the City Council will approve the subdivision application.
40 He reviewed the points that he felt should be considered, including that the proposed lots
41 are larger than the minimum required size of 9,000 square feet; fit the low density
42 definition; and that the lot width and area fit the scale and character of the neighborhood.
43 He reiterated that he lives in this neighborhood and explained that his lot is 55 feet wide
44 and has a lot area of 6,243 square feet. He explained that he felt that it was a cottage style
45 neighborhood. He noted that Black Dog Homes is committed to preserving as many
46 significant and heritage trees as possible and explained that of the remaining 25 trees, they

1 have proposed saving approximately 50% in the original submission and in the amended
2 version they proposed saving about 84%. He stated that he was very surprised to hear
3 tonight that the 11 trees that they are planning to save are basically considered ‘garbage
4 trees’. He explained that they understand that their amended plan does not revise their
5 application but felt it displayed their willingness to work with City staff to save as many
6 trees as possible. He stated that they are asking that the City allow Black Dog Homes to
7 work directly with the City Forester and staff during the permitting process of each new
8 home being built to address tree preservation on the property. He stated that the wetland
9 has been protected and has been formally delineated under the Wetland Conservation Act.
10 He explained that the proposed home on lot 1 will respect the buffer and not encroach on
11 those areas. He noted that they are willing to work with the City to further clean this area
12 up. He stated that traffic and safety was also taken into consideration when they were
13 making their plans, and he has met with Assistant Planner Quarles and City Engineer Kelly
14 to discuss their application. He explained that they were asked to move the driveway in
15 relation to the speed bump, which they did. He explained that the proposed driveways do
16 not propose a traffic or safety hazard for the neighborhood. He noted that Black Dog Homes
17 has received three Dream Home designations for projects within the City from the Parade
18 of Homes in the last few years. He reiterated that he is asking the City Council to approve
19 the subdivision request for this property so they can create 3 beautiful homes that will fit
20 the character and scale of the neighborhood. He introduced his legal counsel.

21 Jacob Stein, Larkin Hoffman, representing Black Dog Homes, stated that he had
22 already submitted a letter to the City, but wanted to touch on a few points that he felt were
23 salient. He stated that the application is for a code compliant subdivision that meets all of
24 the requirements under the R-3A district without the need for any variances or other
25 consideration. He stated that this application is consistent with the character of the
26 neighborhood, and noted that he feels the Council needed to look at the surrounding area
27 and not just the adjacent properties. He shared data about the average lot sizes and average
28 lot widths. He stated that the footprints for lots 2 and 3 will not be known until those
29 projects come through and they would like to be able to work with the City Forester to
30 limit those impacts as much as possible. He reiterated that they feel that their application
31 meets all of the objective requirements under the R-3A district and are asking that the City
32 Council reject the recommendation from the Planning Commission to deny their request.

33 Mr. Parkhill asked about the 4.6 units/acre calculation without the wetlands. Ms.
34 Goellner explained that if the wetland area is not used then 3 units on .77 acres comes out
35 to 4.6 units/acre.

36 Mr. Parkhill noted that when he quickly ran the calculations he came out closer to
37 4 units/acre. Ms. Goellner stated that she believed he was correct and the calculations were
38 closer to 4 units/acre and thanked Mr. Parkhill for catching that error.

39 Mr. Parkhill asked if the zoning for north and south of Lake Street were different.
40 Ms. Goellner stated that it was not different, and reviewed a map that showed the zoning
41 in the area. She noted that this is one of a few areas where the City could consider a zoning
42 change as discussed earlier but noted that the applicant was working under the current
43 zoning at this time. She stated that the Comprehensive Plan guidance is an important piece
44 of the puzzle for the long term.

45 Mr. Parkhill asked how the CUP issue needed to be handled since it kind of came
46 up at the last minute. Ms. Goellner stated that it is very unusual that they would find this

1 kind of information on the day of a City Council meeting. She apologized for the confusion
2 and the late notice that was given to the applicant. She stated that she would ask City
3 Attorney Schelzel for his opinion on how things should proceed at this point.

4 Mr. Schelzel stated that the City should always follow its code, regardless of when
5 the discovery was made. He reiterated that if the Council follows the recommendation of
6 the Planning Commission and adopts the resolution that was included in their packet, the
7 question of whether a CUP was needed would not matter because the subdivision would
8 be denied. He explained that if the Council wanted to go a different direction based on a
9 different set of findings, he would recommend that they direct staff to prepare a denial
10 resolution with those findings and part of that would be looking at the requirement to obtain
11 the CUP.

12 Mr. Vanderheyden expressed his frustration regarding what he felt was happening
13 at this meeting. He stated there this information has not ever been brought up to them before
14 now and was not brought up during the Planning Commission meeting. He stated that now
15 it has suddenly become a front and center item which he finds unbelievable. He stated that
16 the insinuation is that this policy ought to impact the decision making of this Council which
17 he feels is unfair to both the Council and him, as the person who purchased this lot.

18 Mayor Mouton thanked Mr. Vanderheyden for his comments and noted that she
19 could certainly appreciate his feelings on this matter. She asked the Council to share their
20 opinions on where they feel this application currently stands and what they feel the next
21 steps would be.

22 Mr. Dahl clarified that staff can work with the applicant if there is another
23 procedure that is needed in this process to expedite that as long as they continue to follow
24 Code. He reminded the Council that staff works with developers on what they think is the
25 best pathway for them to follow, but ultimately, it is the applicants' responsibility to know
26 the code. He apologized that staff had not caught this issue earlier in the process.

27 Mayor Mouton noted that nobody is perfect which means sometimes things get
28 missed and that then they need to work to correct those errors when they are found.

29 Ms. MacDonald stated that she is leaning towards the zoning code and looking at
30 this as an R-3 property. She explained that she has a 60 foot wide lot as do her neighbors,
31 but the ones on the other side have an extra wide lot and are located next to a park. She
32 said that her neighborhood feels fine despite those differences. She noted that she has
33 always admired the Black Dog Homes home on Walker Avenue, and thinks it shows the
34 value that they will bring to the cute, cottage-like, charming neighborhood. She noted that
35 she thinks cleaning up the wetland will be really great for the neighborhood.

36 Mr. Plechash stated that he would like to acknowledge Black Dog Homes because
37 he knows that they have a great reputation for quality and for ethical building practices. He
38 stated that he would disagree with Mr. Dahl's statement on the CUP because he feels that
39 there is culpability on both sides, and feels that this should have come up in conversation
40 before the day it came before the City Council. He stated that he values what the Planning
41 Commission does and thinks that they asked the right questions in this case. He explained
42 that to him, in this neighborhood, the character of the homes immediately to the east are
43 more salient than the ones across the street. He stated that he sees the homes across the
44 street as almost a different neighborhood and to look at lot widths of 107, 100 and then
45 suddenly come down to 65 feet wide is a jolting difference. He stated that he also feels that
46 the proposed distance between the homes seems too close. He noted that he has been in

1 and out of this neighborhood many times and explained that, to him, the wetland almost
2 isn't even part of the neighborhood because it does not seem like it is part of a lot and is
3 just there. He stated that putting in three homes, to him, does not fit the nature of the
4 neighborhood. He noted the new piece of information regarding the CUP but feels it is a
5 moot point, even though the City should have known about it, because he thinks 3 houses
6 on this lot is too many.

7 Mr. Parkhill stated that he sees a wide variety of homes in the neighborhood and
8 doesn't necessarily differentiate the north and the south of Lake Street, especially when it
9 has the same zoning. He explained that he sees zoning as the mechanics or the objective
10 stuff that you should rely on when you are making an investment to buy a piece of property.
11 He noted that one of the biggest objections from the Planning Commission was regarding
12 the trees and with the applicant coming back with 6 inch trees and paying the additional
13 fee-in-lieu of fees, it is a positive for the community. He stated that the CUP issue throws
14 it a bit for him because it was a surprise. He explained that he did not have a problem with
15 the size of the lots and believes that they can build beautiful homes on lots that are 65 feet
16 wide; but didn't really know how to handle the CUP issue.

17 Mayor Mouton thanked the Planning Commission for their robust discussion on
18 this item. She stated that she feels the Comprehensive Plan information is an error and she
19 does not feel the City can rely on an error for the low density designation. She stated that
20 the two lots to the left, in her opinion, do not equate to a neighborhood. She noted that
21 while 3 lots will be a big change, she believes that it is in keeping with the surrounding
22 properties. She stated that Black Dog Homes has a great reputation in town and their homes
23 on Walker Avenue are stunning. She stated that she appreciated their efforts with regard to
24 additional tree preservation and the planned clean-up of the wetland. She stated that she
25 thinks the City needs to get the Comprehensive Plan updated to reflect the appropriate
26 zoning, and explained that the proposed lots are similar in size to the neighborhood directly
27 adjacent and to the north. She stated that she is in favor of approval with the caveat that
28 they can save the trees that are possible to be saved. She stated that she would also like to
29 see the City do what it can in order to minimize the time and expense of the CUP issue,
30 regardless of whose fault it was that it was not found earlier in the process. She asked when
31 the soonest time would be that the public hearing could be brought to the Planning
32 Commission.

33 Ms. Goellner stated that she believed that they could put it on a Planning
34 Commission meeting in April. She stated that the CUP would come back before the City
35 Council in May.

36 Mr. Stein stated that if the Council moves to approve their request, they would ask
37 that a CUP condition be contingent upon having an opportunity to vet this determination
38 because they have not had a chance to try to understand this recent statement by staff. He
39 stated that upon examination it may be possible that there may be an interpretation that
40 would make it possible to avoid a CUP.

41 Mayor Mouton stated that she would not come up with legal language on the spot,
42 but suggested that something could be added that directed the legal counsels to review this
43 issue and make a determination.

44 Mr. Schelzel stated that he thinks that they can take that approach and suggested
45 language for a proposed motion directing staff to that effect.

46

1 Mayor Mouton asked for a motion on the application. Mr. Parkhill made a motion,
 2 seconded by Ms. MacDonald, to Direct Staff to Prepare a New Resolution Approving the
 3 Proposed Subdivision at 1030 Lake Street East with Findings Supporting Approval, as
 4 discussed, with the condition of a CUP, if necessary, for consideration at the next City
 5 Council meeting. The motion carried 4/0/1 (Iverson abstained).

6
 7 Mayor Mouton recessed the meeting at 9:14 p.m. and reconvened at 9:20 p.m.

8
 9 **c. Consider Adoption of Resolution 10-2023 Approving Development**
 10 **Application for Cantissimo Senior Living and Approval of First Reading of**
 11 **Ordinance 823 Amending the Official Zoning Map at 1405 Holdridge Terrace**
 12 **and 15419 and 15429 Wayzata Boulevard East**

13 Ms. Goellner gave an overview of the development application for Cantissimo Senior
 14 Living. She reviewed the zoning and land use for the surrounding neighborhood. She noted
 15 that Institutional zoning was conditionally approved with the recent Comprehensive Plan
 16 amendment. She stated that the PUD concept plan was approved in February of 2022 for a
 17 40 unit “L” shaped memory care facility. She noted that the renderings are intended to
 18 show a ‘Lake Minnetonka-like’ residential feel. She reviewed details of the various
 19 application approval requests. She reviewed the tree removal, preservation and landscape
 20 plans. She noted that following the neighborhood meeting, the applicant indicated that they
 21 were open to additional plantings because that was a concern that was heard. She reviewed
 22 details of the wetland buffer, and noted that the City averaged it in area so it is a buffer of
 23 30 feet on average, and would range from 12 to 50 feet. She gave an overview of the plans
 24 for a lot combination of the current 3 parcels and to then update the easements accordingly.
 25 She explained the variance request for a minimum unit size and noted that because it is a
 26 memory care facility, the units will not have their own kitchen. She noted that there are 10
 27 design deviations within their plans and noted that Planning Commission found the
 28 deviations to be acceptable and recommended approval. She reviewed the City Engineering
 29 comments. She noted that there was a neighborhood meeting on January 17, 2023 that had
 30 5 people in attendance, where they discussed the overall design, requested more trees, and
 31 discussed the nature area and the lift station relocation. She stated that at the Planning
 32 Commission meeting there was one public comment in support of the project from the
 33 neighbor at 1409 Holdridge Terrace. She explained that the Planning Commission voted
 34 unanimously to recommend approval.

35 Ms. Iverson asked about the average wetland buffer area that was being used on
 36 this application compared to the last application that had a straight 20 foot setback, and
 37 asked why they would be different.

38 Ms. Goellner explained that she had not worked directly with the Engineering
 39 Department on the wetland buffers but the averaging was done under the authority of the
 40 City Engineer. She noted that she knows that they follow some wetland rules that she is
 41 not as familiar with and would have to search through their information for specific codes
 42 that guided their decision. She explained that from the staff report she can just tell that the
 43 City Engineer felt a buffer averaging plan would be sufficient for this application.

44 Ms. Iverson noted that the previous applicant had stated that they had received
 45 Minnesota Wetland approval, and asked if there were other necessary agencies that would
 46 need to give approval to these plans. Ms. Goellner explained that she believes because the

1 City serves as the Local Government Unit with the responsibility of the wetland buffer,
2 there are not other environmental agencies involved in this instance.

3 Ms. Iverson asked if the City normally acts as this agency and if the City had done
4 that with the application related to Black Dog Homes. Ms. Goellner explained that her
5 knowledge of wetlands is not as strong as it could be and would need to look to the City
6 Engineer for more expertise.

7 Mayor Mouton noted that she thinks perhaps the previous applicant was talking
8 about the map being created that was then incorporated into the plan. She stated that she
9 thinks they were talking about two different things.

10 Applicant K.C. Chermak of Pillar Homes was invited to address the Council, and
11 stated that he can address some of the wetland questions that have been raised because he
12 is very familiar with the situation. He explained that the Minnehaha Watershed District has
13 reviewed their plans, but noted that the City is considered the local governing body in this
14 situation. He explained that there would be no alteration to the abutting water with their
15 plans. He stated that the average buffering calculation has never changed from the very
16 first application, and noted that buffer averaging is very common. He explained that
17 because of the PUD process, they have had to review things twice and have also held two
18 neighborhood meetings. He stated that they had positive feedback at both neighborhood
19 meetings. He gave a brief overview of details from the landscaping review completed by
20 the City Forester. He gave an overview of the general design plans and explained that the
21 goal was not for it to look institutional but to have a lake-side residential feel. He noted
22 that their main goal is for this to be a wonderful entrance on the east side of the City. He
23 noted that they have made some slight modifications to the exterior based on the feedback
24 that they had received from the Council the last time they were here, and he reviewed
25 renderings to show the proposed building design and landscaping details.

26 Ms. Iverson stated that her concern was about the wetland and that at one point the
27 building would only be 12 feet from it. She stated that she had just wanted an answer from
28 staff about why the City sees different variations in how the wetland buffer is treated. She
29 asked how many trees had been taken down last summer and if there was a fee that
30 accompanied that work. Mr. Chermak noted that work was all considered and addressed
31 with their overall tree review.

32 Mr. Chermak reviewed the building design details in greater detail.

33 Ms. Iverson suggested that the design team take a look at the awnings on the back
34 of the building to ensure that they are deep enough to be functional and protect people in
35 wheelchairs from the rain.

36 Mr. Chermak thanked Ms. Iverson for her suggestion and noted that one thing to
37 keep in mind is that almost every resident will have a guest/visitor with them when they
38 are outside.

39 Mayor Mouton asked about the portions of the building that have no windows and
40 doors, and what the total length would be. Mr. Chermak stated that where this does happen
41 is typically stairs on the interior of the building or a wall section of a room in a bathroom
42 where windows would not be appropriate. He stated that they would be around 20-25 feet,
43 and noted that they are not on the front of the building.

44 Mayor Mouton noted that so much care has been put into the front elevation of the
45 building that there is almost an opposite dichotomy when you look at the back of the
46 building. She stated that, to her, the back side of the building looks like a very large blank

1 wall. She explained that she wants to make sure that they are approaching the back side of
2 the building with the same care and sensitivity as they are the front. Mr. Chermak noted
3 that they had tried to address this concern the best they could with a blend of an interior
4 view of the Minnesota Department of Health, and meshing details from the inside to the
5 outside that was somewhat out of their control because of their review. He explained that
6 the front of the building was within their control. He noted that there may be some things
7 that can be done to soften the rear of the building with some arbor vitae or greenery. He
8 stated that the applicant is very willing to adapt to changes that may help soften what could
9 be called ‘simple’ architecture.

10 Mayor Mouton stated that doing this kind of softening could not hurt, and felt it
11 would help current and future neighbors of the building. She stated that she believed that
12 additional nature elements and plantings would be more pleasant for the residents as well.

13 Ms. Iverson referenced page 238 of the packet and noted that she thinks there may
14 be a way to add double windows to all three floors that would help to break up the big span.

15 Mr. Chermak noted that there are subtleties that could change but explained that
16 the design plans have been vetted pretty well. He stated that they have tried to consider the
17 kind of light that may come out of the windows onto the neighbors.

18 Mr. Parkhill stated that he likes everything about this proposal, and felt it was
19 something that is much needed in the City. He stated that he thinks anything that can be
20 done to give it a premium look from the back with landscaping, stone, shutters, or
21 wainscoting will help.

22 Ms. MacDonald stated that she agreed and also supports the application .

23 Ms. Iverson thanked Mr. Chermak for being open to some of her design suggestions
24 for the building. She stated that she would like to ask that they put up a fence around the
25 wetland during construction to ensure contractors cannot drive over it or leave their
26 supplies there. She stated that she would feel much better about the project if she knew that
27 the right steps have been taken to protect that wetland and would like to make that a
28 condition of approval.

29 Mr. Schelzel explained that the draft resolution has a condition of approval that
30 speaks to the kind of concerns raised by Ms. Iverson.

31 Mr. Plechash stated that he likes the design and plan and feels this will be a valuable
32 addition to the community.

33 Mayor Mouton stated that she is also in favor of this request and feels it will provide
34 an amenity to the community. She stated that she appreciated the aesthetics that have been
35 added to make it look more residential rather than institutional. She stated that anything
36 that can be done to enhance the rear elevation and show the same kind of care and attention
37 that the front has been given would be a good thing.

38
39 Mayor Mouton asked for a motion on the application. Ms. Iverson made a motion,
40 seconded by Ms. MacDonald to Adopt Resolution 10-2023 Approving PUD General Plan,
41 Lot Combination, Unit Size Variance, Zoning Map Amendments, and Design Deviations
42 at 1405 Holdridge Terrace and 15419 and 15429 Wayzata Boulevard, and the First Reading
43 of Approve Ordinance 823 Amending the Official Zoning Map of the City of Wayzata to
44 Rezone 1405 Holdridge Terrace and 15419 and 15429 Wayzata Boulevard.

45

1 With further discussion of motion, the Council discussed construction fencing
2 concerns and possible wording changes to the motion to ensure that measures to protect
3 the wetlands are taken. Ms. MacDonald was uncomfortable with the new motion and
4 withdrew her motion.

5 Ms. Iverson stated that she would like to see a chain link fence installed around the
6 wetland during construction to ensure that it is protected.

7 Mayor Mouton asked Mr. Chermak to address the Council with his thoughts on this
8 issue.

9 Mr. Chermak stated that Rachel Excavation would be the main contractor on the
10 project who also does a lot of work for the Minnehaha Watershed District. He noted that
11 he would have no issues with acquiescing to Ms. Iverson’s passion related to this issue. He
12 explained that there are other products available that may be more visual than chain link
13 fencing, but they are willing to work with any of those materials to ensure the Council is
14 satisfied and the wetland is protected.

15
16 After further discussion, the previous motion was withdrawn and a new motion was made
17 by Ms. Iverson, seconded by Mr. Parkhill, to Adopt Resolution 10-2023 Approving PUD
18 General Plan, Lot Combination, Unit Size Variance, Zoning Map Amendments, and
19 Design Deviations at 1405 Holdridge Terrace and 15419 and 15429 Wayzata Boulevard,
20 with the condition that chain link fencing be installed around the wetland, and the First
21 Reading of Approve Ordinance 823 Amending the Official Zoning Map of the City of
22 Wayzata to Rezone 1405 Holdridge Terrace and 15419 and 15429 Wayzata Boulevard.

23
24 The motion carried 5/0.

25
26 **d. Consider Adoption of Resolution 13-2023 Appointing a Parks & Trails Board**
27 **Member**

28 Mr. Dahl explained that the City Council had interviewed Bianca Jensen earlier this
29 evening for this vacant Board position.

30
31 Mayor Mouton asked for a motion on the appointment to fill the position. Mr. Parkhill
32 made a motion, seconded by Mr. Plechash, to Adopt Resolution 13-2023 Appointing
33 Bianca Jensen to the Parks and Trails Board Member. The motion carried 5/0.

34
35 **AGENDA ITEM 9. City Manager's Report and Discussion Items.**

36 **a. Upcoming Events/Announcements**

37 Mr. Dahl stated that International Women’s Day is March 8, 2023 and noted that
38 he wanted to recognize that he is proud to work for an organization that has so many
39 women in positions of leadership.

40
41 **b. Council Member Updates/Announcements**

42 Mayor Mouton expressed her appreciation to the Public Works department for doing a
43 fantastic job on the recent snow events.

44 Mr. Parkhill stated that he had an amazing experience earlier today with the Home
45 Energy Squad from the Center for Energy and Environment. He stated that they have
46 partnered with the City and had come out to his house and spent a few hours doing various

1 things like installing weather stripping, changing light bulbs, reviewing his insulation and
2 looking at his HVAC system. He stated that they did all this work and it only cost him \$35.
3 He suggested that residents call them at 651-328-6221 and schedule their own review.

4 Mayor Mouton stated that she was invited to attend a session at the White House
5 last week to talk about how the City has benefited from various federal programs. She
6 noted that it was a fast whirlwind of a trip but it was an honor and a privilege to be involved
7 in those discussions.

8
9 **AGENDA ITEM 10. Public Forum Continued (if necessary).**

10 There were no comments.

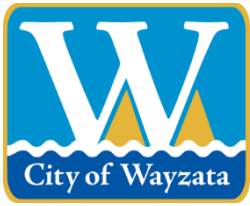
11
12 **AGENDA ITEM 11. Adjournment.**

13 There being no further business, Mayor Mouton asked for a motion to adjourn. Ms.
14 MacDonald made a motion, seconded by Ms. Iverson to adjourn. Mayor Mouton adjourned
15 the meeting at 10:34 p.m.

16
17 Respectfully submitted,

18
19
20
21 Kathy Leervig
22 City Clerk

23
24 Drafted by Kayla Rokosz
25 *TimeSaver Off Site Secretarial, Inc.*



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2023	AGENDA ITEM: 7.b
TITLE: Approval of Check Register	
PROPOSED MOTION: To Approve the Payment of Checks and Electronic Fund Transfers (EFT's) for March 2023	
PREPARED BY: Kathy Ovshak, Senior Accountant	
REVIEWED BY: Jeffrey Dahl, City Manager, Aurora Yager, Deputy City Manager	

ACTION REQUESTED:

Staff recommends the approval of checks and EFT's.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. Check list
2. EFT list

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20300	WILL BE REFUNDED DEPOSITS PAYABLE	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	410.84	127358
101-00000-21707	PD UNION DUES	LAW ENFORCEMENT LABOR S	LOCAL #37 & 522	MARCH 2023	03/28/2023	810.00	127440
101-00000-21715	LIFE INS.	MN NCPERS LIFE INSURANC	LIFE INS	830800042023	03/22/2023	32.00	127382
Total Department 00000 ALL DEPARTMENTS						1,252.84	
Department: 41100 Mayor and Council							
101-41100-00433	J MOUTON DUES, LICENSING & SEMINA	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	99.00	127358
101-41100-00433	A PLECHASH DUES, LICENSING & SEMI	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	99.00	127358
Total Department 41100 Mayor and Council						198.00	
Department: 41500 Administration & Finance							
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	SUPPLIES	1VLR-VTQP-4CRQ	03/22/2023	15.96	127341
101-41500-00200	OFFICE SUPPLIES (GENERAL)	AMAZON CAPITAL SERVICES	CREDIT - SUPPLI	ACCTA1KEPO8KJ0ZB1N	03/22/2023	(6.40)	127341
101-41500-00200	OFFICE SUPPLIES (GENERAL)	OFFICE DEPOT	SUPPLIES	301856924001	03/22/2023	52.03	127386
101-41500-00200	SUPPLIES	OFFICE DEPOT	RETURNS	289119824001	03/22/2023	(8.08)	127386
101-41500-00301	AUDITING AND ACCT G SERVICES	M.M.K.R. & COMPANY	2022 AUDIT	53800	03/22/2023	4,227.50	127374
101-41500-00306	SNOW EVENT PERSONNEL EXPENSE	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	173.12	127358
101-41500-00306	PERSONNEL EXPENSE	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	160.06	127358
101-41500-00331	J DAHL MILEAGE & EXPENSE ACCOUNT	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	456.83	127358
101-41500-00433	DUES, LICENSING & SEMINARS	COSTCO	MEMBERSHIP RENE	2023	03/22/2023	120.00	127353
101-41500-00433	J DAHL DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	99.00	127358
101-41500-00433	DOMAIN NAME RENEWAL	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	20.17	127358
101-41500-00433	SURVEY MONKEY DUES, LICENSING & S	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	99.00	127358
101-41500-00433	E EDEN DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	244.00	127358
101-41500-00434	K LEERVIG TRAINING AND SCHOOLS	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	320.00	127358
Total Department 41500 Administration & Finance						5,973.19	
Department: 41910 Community Development							
101-41910-00210	OPERATING SUPPLIES (GENERAL)	LOFFLER COMPANIES, INC.	COMPUTER CABLES	4307831	03/28/2023	34.92	127445
101-41910-00433	PLANNING DUES, LICENSING & SEMINA	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	1,029.30	127358
Total Department 41910 Community Development						1,064.22	
Department: 41940 Building Operations & Maint.							
101-41940-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	015017	03/22/2023	14.07	127360
101-41940-00321	SERVICE	MEDIACOM	SERVICE	8384921510000249-AP	03/22/2023	355.90	127377
101-41940-00321	SERVICE	POPP TELECOM	SERVICE	MARCH2023	03/28/2023	418.81	127463
101-41940-00409	MONTHLY CLEANING	CMT JANITORIAL SERVICES	CITY HALL SERVI	4590	03/22/2023	2,725.00	127352
101-41940-00409	Maint services & Improv	METRO GARAGE DOOR	PW GARAGE DOOR	314919	03/22/2023	3,741.46	127379
101-41940-00409	MAINT SERVICES & IMPROV	TWIN CITY GARAGE DOOR C	PW GARAGE DOOR	2234912	03/22/2023	190.00	127399
101-41940-00499	Miscellaneous	LOFFLER COMPANIES, INC.	PRINTER	4304262	03/22/2023	484.00	127372
101-41940-00499	COMM. DEV. - LARGE FORMAT PRINTER	LOFFLER COMPANIES, INC.	PRINTER REPAIRS	4304282	03/22/2023	249.00	127372
Total Department 41940 Building Operations & Maint.						8,178.24	
Department: 42100 Police							
101-42100-00240	Small Tools and Minor Equip	PRIMARY PRODUCTS COMPAN	SUPPLIES	78386	03/28/2023	104.52	127464
101-42100-00306	PERSONNEL EXPENSE	SORENSEN CONSULTING	PSYCH ASSESMEN	WPD.1.23	03/22/2023	1,000.00	127394
101-42100-00323	Radio Units	VERIZON WIRELESS	PD SERVICE	9929896306	03/28/2023	240.06	127475
101-42100-00331	Mileage & Expense Account	MCCARTHY, TIMOTHY	MILEAGE & MEAL	03152023	03/28/2023	31.52	127450
101-42100-00433	PD DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	36.05	127358
101-42100-00433	Dues, Licensing & Seminars	SEELAND, ANDERS	POST BOARD LICE	03072023	03/28/2023	91.94	127465
101-42100-00540	PD EQUIPMENT	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	47.97	127358

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 42100 Police							
Total Department 42100 Police						1,552.06	
Department: 42120 Crime Control and Investigate							
101-42120-00308	Prisoner Care	HENN.CNTY.ACCTG.SERVICE	PRISONER PROCES	1000203357	03/28/2023	823.59	127433
Total Department 42120 Crime Control and Investigate						823.59	
Department: 42200 Fire							
101-42200-00210	Operating Supplies (GENERAL)	GRAINGER, INC.	SUPPLIES	9642381785	03/22/2023	195.76	127361
101-42200-00240	Small Tools and Minor Equip	GRAINGER, INC.	SUPPLIES	9641986345	03/22/2023	205.57	127361
101-42200-00404	REPAIRS/MAINT - MACHIN/EQUIP	BANK OF AMERICA	FD CC CHARGES	FEB 2023	03/22/2023	1,770.45	127344
101-42200-00404	REPAIRS/MAINT - MACHIN/EQUIP	NAPA AUTO PARTS-LONG LA	FD PARTS	3270-564230	03/28/2023	8.30	127457
101-42200-00434	TRAINING AND SCHOOLS	BANK OF AMERICA	FD CC CHARGES	FEB 2023	03/22/2023	313.17	127344
101-42200-00434	TRAINING AND SCHOOLS	DAY, DAN	FD TRAINING	03212023	03/28/2023	58.00	127429
101-42200-00434	Training and schools	MN FIRE SERVICE CERTIFI	FD CERTIFICATIO	10895	03/22/2023	609.00	127381
101-42200-00499	MISCELLANEOUS	BANK OF AMERICA	FD CC CHARGES	FEB 2023	03/22/2023	70.57	127344
Total Department 42200 Fire						3,230.82	
Department: 43100 Streets							
101-43100-00210	Operating Supplies (GENERAL)	A-1 OUTDOOR POWER, INC.	PARTS	530043	03/28/2023	75.46	127412
101-43100-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	015155	03/28/2023	17.18	127431
101-43100-00210	Operating Supplies (GENERAL)	TOLL GAS & WELDING SUPP	SUPPLIES	10503696	03/22/2023	77.01	127398
101-43100-00220	Repair/Maint Supply (GENERAL)	GRAINGER, INC.	PARTS	9642304985	03/22/2023	81.41	127361
101-43100-00220	Repair/Maint Supply (GENERAL)	LANO EQUIPMENT, INC.	PARTS	03-982401	03/28/2023	194.82	127439
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	RDO EQUIPMENT CO.	PLOW PARTS	P2956601	03/22/2023	1,033.36	127392
101-43100-00220	Repair/Maint Supply (GENERAL)	ZIEGLER	PARTS	IN000918955	03/28/2023	460.24	127478
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	ZIEGLER	PARTS RETURNED	CM000048363	03/28/2023	(204.63)	127478
101-43100-00241	Safety equip/testings	GRAINGER, INC.	SUPPLIES	9642304977	03/22/2023	29.56	127361
101-43100-00331	STREET DEPT MILEAGE & EXPENSE ACC	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	45.83	127358
Total Department 43100 Streets						1,810.24	
Department: 43300 Engineering							
101-43300-00433	ENGINEERING DUES, LICENSING & SEM	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	2,420.60	127358
101-43300-00433	ENGINEERING DUES, LICENSING & SEM	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	790.00	127358
Total Department 43300 Engineering						3,210.60	
Department: 45200 Parks							
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	015025	03/22/2023	11.97	127360
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	015093	03/28/2023	37.90	127431
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	PARTS	015085	03/28/2023	4.45	127431
101-45200-00216	ICE MELT	TESSMAN SEED CO.	ICE MELT	S371116-IN	03/28/2023	199.16	127471
101-45200-00222	REPAIR & MAINT - EQUIP	ADVANCE AUTO PARTS	PARTS	15077-206019	03/28/2023	99.14	127413
101-45200-00222	REPAIR & MAINT - EQUIP	CUSHMAN MOTOR COMPANY,	PARTS	207706	03/28/2023	383.65	127426
101-45200-00222	Repair & Maint - Equip	LANO EQUIPMENT, INC.	PARTS	03-981971	03/28/2023	70.91	127439
101-45200-00222	Repair & Maint - Equip	LANO EQUIPMENT, INC.	PARTS	03-982252	03/28/2023	513.26	127439
101-45200-00222	REPAIR & MAINT - EQUIP	LANO EQUIPMENT, INC.	PARTS	03-981735	03/28/2023	462.08	127439
101-45200-00222	Repair & Maint - Equip	WESTSIDE WHOLESALE TIRE	TIRES	921968	03/22/2023	1,200.00	127405
101-45200-00433	PARKS DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	500.00	127358
Total Department 45200 Parks						3,482.52	
Department: 45203 Boulevard Maint. And lighting							
101-45203-00220	REPAIR/MAINT SUPERIOR-WAY BLVD	KILLMER ELECTRIC CO.,IN	TRANSFORMER REP	W20198	03/28/2023	1,140.00	127438
101-45203-00381	SERVICE	XCEL ENERGY	SERVICE	03062023	03/22/2023	4,642.03	127410

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

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Fund: 101 GENERAL FUND							
Department: 45203 Boulevard Maint. And lighting							
Total Department 45203 Boulevard Maint. And lighting						5,782.03	
Department: 49200 Miscellaneous Allocations							
101-49200-00212	Motor Fuels	MANSFIELD OIL COMPANY	FUEL	24120376	03/28/2023	876.30	127448
101-49200-00212	Motor Fuels	MANSFIELD OIL COMPANY	FUEL	24120394	03/28/2023	1,724.52	127448
101-49200-00212	Motor Fuels	MANSFIELD OIL COMPANY	FUEL	24120391	03/28/2023	687.42	127448
101-49200-00212	MOTOR FUELS	MANSFIELD OIL COMPANY	FUEL	24120243	03/28/2023	1,424.90	127448
Total Department 49200 Miscellaneous Allocations						4,713.14	
Total Fund 101 GENERAL FUND						41,271.49	
Fund: 233 LAKEFRONT IMPROVE							
Department: 40000 General Department							
233-40000-00302-2013-2	CONSULTANTS	LOCKRIDGE GRINDAL NAUEN	LOBBYIST	MARCH 2023	03/22/2023	3,333.33	127371
233-40000-00401	PANOWAY MULTIPLE DOCK LICENSE	LMCD	PANOWAY - MULTI	MULTIPLE DOCK	03/28/2023	2,311.25	127444
233-40000-00499-2022-1	SPECIAL DENSITY LICENSE APPLICATI	LMCD	SPECIAL DENSITY	DENSITY LICENSE	03/28/2023	360.00	127442
233-40000-00499-2022-1	PANOWAY - DOCK VARIANCE APPLICATI	LMCD	VARIANCE APPLIC	VARIANCE APPLICATIO	03/28/2023	500.00	127443
Total Department 40000 General Department						6,504.58	
Total Fund 233 LAKEFRONT IMPROVE						6,504.58	
Fund: 235 CABLE TV							
Department: 40000 General Department							
235-40000-00210	VIDEO PROG.OPERATING SUPPLIES (GE	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	99.00	127358
235-40000-00302	WCTV	MILLER, FRED	WCTV STUDIO SER	0230357	03/28/2023	1,950.00	127454
Total Department 40000 General Department						2,049.00	
Total Fund 235 CABLE TV						2,049.00	
Fund: 404 PARK AND TRAIL CIP							
Department: 40000 General Department							
404-40000-00309	Contractual Services	BRATT TREE COMPANY	TREE REMOVAL	8968	03/22/2023	600.00	127347
404-40000-00309	Contractual Services	BRATT TREE COMPANY	TREE REMOVAL	8967	03/22/2023	1,400.00	127347
404-40000-00309	Contractual Services	BRATT TREE COMPANY	TREE REMOVAL	8966	03/22/2023	9,600.00	127347
404-40000-00309	EAB MANAGEMENT	BRATT TREE COMPANY	TREE REMOVAL	8947	03/22/2023	3,340.00	127347
Total Department 40000 General Department						14,940.00	
Total Fund 404 PARK AND TRAIL CIP						14,940.00	
Fund: 408 GENERAL CIP							
Department: 40000 General Department							
408-40000-00302-2022 5	CONSULTANTS	KIESER, NICK	CORIDOR STUDY O	03142023	03/22/2023	88.58	127367
Total Department 40000 General Department						88.58	
Total Fund 408 GENERAL CIP						88.58	
Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00216	CHEMICALS AND CHEM PRODUCTS	HAWKINS, INC	CHEMICALS	6422808	03/28/2023	70.00	127432
610-40000-00216	Chemicals and Chem Products	HAWKINS, INC	CHEMICALS	6422323	03/28/2023	40.00	127432
610-40000-00216	Chemicals and Chem Products	HAWKINS, INC	CHEMICALS	6419724	03/22/2023	277.53	127363
610-40000-00242	WELL & F.P. EQUIPMENT	JOHN HENRY FOSTER MN, I	SUPPLIES	10641921-00	03/28/2023	621.34	127435
610-40000-00301	AUDITING AND ACCT G SERVICES	M.M.K.R. & COMPANY	2022 AUDIT	53800	03/22/2023	2,327.50	127374

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

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Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00309	WATER ANALYSIS	BLOOMINGTON, CITY OF	TESTING	21921	03/22/2023	72.00	127346
610-40000-00310	WASTEWATER DISCHARGE FEES	METROPOLITAN COUNCIL -	WASTEWATER DISC	0001154298	03/28/2023	81.10	127451
610-40000-00310	WASTEWATER DISCHARGE FEES	METROPOLITAN COUNCIL -	WASTEWATER DISC	0001154259	03/28/2023	140.13	127452
610-40000-00310	WASTEWATER DISCHARGE FEES	METROPOLITAN COUNCIL -	WASTEWATER DISC	0001154260	03/28/2023	220.36	127453
610-40000-00323	SERVICE	POPP TELECOM	SERVICE	MARCH2023	03/28/2023	121.65	127463
610-40000-00433	WATER DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	624.50	127358
Total Department 40000 General Department						4,596.11	
Total Fund 610 WATER FUND						4,596.11	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	015151	03/28/2023	33.98	127431
620-40000-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	015117	03/28/2023	46.93	127431
620-40000-00217	UNIFORMS - STANIGER	STANIGER, CASEY	2023 UNIFORM	03-21-2023	03/28/2023	369.12	127468
620-40000-00225	Repair & Maint - System	ELECTRIC PUMP, INC.	PARTS	0075467	03/28/2023	300.00	127430
620-40000-00301	AUDITING AND ACCT G SERVICES	M.M.K.R. & COMPANY	2022 AUDIT	53800	03/22/2023	1,425.00	127374
620-40000-00323	SERVICE	POPP TELECOM	SERVICE	MARCH2023	03/28/2023	44.40	127463
620-40000-00381	SERVICE	XCEL ENERGY	SERVICE	03062023	03/22/2023	34.13	127410
620-40000-00433	SEWER DUES	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	624.50	127358
Total Department 40000 General Department						2,878.06	
Total Fund 620 SEWER FUND						2,878.06	
Fund: 630 MOTOR VEHICLE							
Department: 40000 General Department							
630-40000-00210	MV SIGN	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	88.80	127358
630-40000-00210	Operating Supplies (GENERAL)	PAKOR INC.	MV PASSPORT SUP	0683208	03/22/2023	287.40	127389
630-40000-00301	AUDITING AND ACCT G SERVICES	M.M.K.R. & COMPANY	2022 AUDIT	53800	03/22/2023	95.00	127374
630-40000-00331	MV MILEAGE & EXPENSE ACCOUNT	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	112.00	127358
630-40000-00433	MV DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	29.95	127358
630-40000-00540	MV EQUIPMENT	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	67.60	127358
Total Department 40000 General Department						680.75	
Total Fund 630 MOTOR VEHICLE						680.75	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL	03202023	03/22/2023	9,000.00	127351
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL	03272023	03/28/2023	15,000.00	127422
Total Department 00000 ALL DEPARTMENTS						24,000.00	
Department: 47000 off-sale							
640-47000-00210	OPERATING SUPPLIES (GENERAL)	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106544600	03/28/2023	263.30	127416
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098626200	03/22/2023	2,535.00	127345
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098742400	03/28/2023	609.04	127416
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215395	03/28/2023	843.87	127420
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110648	03/22/2023	2,218.14	127349
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110650	03/22/2023	92.43	127349
640-47000-00251	LIQUOR FOR RESALE	DEFIANT DISTRIBUTORS	LIQUOR	002453	03/22/2023	781.92	127356
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2255265	03/22/2023	1,968.55	127366
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2253187	03/22/2023	281.00	127366

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

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Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2251204	03/22/2023	453.30	127366
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2251202	03/22/2023	1,675.26	127366
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2259844	03/28/2023	4,090.33	127436
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6555810	03/22/2023	39.04	127391
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6559393	03/28/2023	148.00	127462
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6561182	03/28/2023	166.80	127462
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2321647	03/22/2023	180.00	127395
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2321645	03/22/2023	1,846.17	127395
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2324120	03/28/2023	80.00	127467
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2324119	03/28/2023	4,448.96	127467
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	229601	03/22/2023	99.33	127406
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	230162	03/28/2023	1,688.67	127476
640-47000-00252	WINE FOR RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098660100	03/22/2023	520.00	127345
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215394	03/28/2023	208.00	127420
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215393	03/28/2023	176.00	127420
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	347969949	03/22/2023	480.00	127349
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110652	03/22/2023	112.00	127349
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110651	03/22/2023	129.00	127349
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110649	03/22/2023	336.00	127349
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2255266	03/22/2023	186.05	127366
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2253188	03/22/2023	1,388.00	127366
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2257658	03/28/2023	476.00	127436
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2255540	03/28/2023	406.20	127436
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2259845	03/28/2023	346.15	127436
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	56092	03/28/2023	256.08	127441
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	55780	03/22/2023	276.00	127370
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	944118	03/22/2023	696.00	127376
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	949396	03/28/2023	580.08	127449
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	949420	03/28/2023	184.02	127449
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	201389	03/22/2023	700.00	127384
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	201732	03/28/2023	836.00	127458
640-47000-00252	WINE	ORIGIN WINE & SPIRITS	WINE	0020877	03/22/2023	376.00	127388
640-47000-00252	WINE	ORIGIN WINE & SPIRITS	WINE	0020956	03/28/2023	224.00	127459
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	196079	03/28/2023	656.15	127460
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	195395	03/22/2023	878.65	127390
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6557571	03/22/2023	224.00	127391
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6555811	03/22/2023	882.25	127391
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6559394	03/28/2023	224.00	127462
640-47000-00252	WINE	SMALL LOT MN	WINE	MN62978	03/28/2023	200.04	127466
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2321648	03/22/2023	272.00	127395
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2321646	03/22/2023	1,478.00	127395
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	5095000	03/22/2023	1,680.00	127395
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2324120	03/28/2023	312.00	127467
640-47000-00252	WINE	VINOPIA	WINE	0325063	03/22/2023	960.00	127402
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	229601	03/22/2023	720.00	127406
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	230162	03/28/2023	674.00	127476
640-47000-00252	WINE	WINE MERCHANT	WINE	7418598	03/22/2023	886.00	127407
640-47000-00252	WINE	WINE MERCHANT	WINE	7419834	03/28/2023	3,840.00	127477
640-47000-00252	WINE	WINE MERCHANT	WINE	748688	03/28/2023	(181.98)	127477

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00252	WINE	WINE MERCHANT	WINE	7419400	03/28/2023	488.00	127477
640-47000-00252	WINE	WINE MERCHANT	WINE	7419776	03/28/2023	842.80	127477
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00127370	03/22/2023	2,340.30	127408
640-47000-00253	BEER	56 BREWING LLC	BEER	5621973	03/28/2023	140.50	127411
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3591530	03/22/2023	237.56	127342
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3592818	03/28/2023	715.35	127415
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348163400	03/22/2023	365.45	127348
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348163399	03/22/2023	3,628.25	127348
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348264280	03/28/2023	47.00	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348264279	03/28/2023	135.40	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348264278	03/28/2023	3,374.57	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410688377	03/28/2023	(53.70)	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410694242	03/28/2023	(14.25)	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410694241	03/28/2023	(38.40)	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410666974	03/28/2023	(20.40)	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410666972	03/28/2023	(5.43)	127419
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410672121	03/28/2023	(27.18)	127419
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2810190	03/28/2023	2,863.70	127421
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2807490	03/22/2023	1,366.10	127350
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1856778	03/22/2023	418.90	127354
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1861246	03/28/2023	3,190.65	127427
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	590029	03/28/2023	309.00	127434
640-47000-00253	BEER	INBOUND BREWCO	BEER	15638	03/22/2023	172.00	127365
640-47000-00253	BEER	LUCE LINE BREWING CO.	BEER	1278	03/28/2023	156.00	127446
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106544600	03/28/2023	163.75	127416
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110653	03/22/2023	146.66	127349
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	CAPITOL BEVERAGE SALES	BEER	2807490	03/22/2023	16.99	127350
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2253188	03/22/2023	40.00	127366
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2867930	03/22/2023	58.70	127393
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7419400	03/28/2023	104.00	127477
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CI	358491	03/28/2023	1,258.23	127447
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098626200	03/22/2023	14.85	127345
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098660100	03/22/2023	6.60	127345
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098742400	03/28/2023	13.50	127416
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106544600	03/28/2023	7.99	127416
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215395	03/28/2023	5.80	127420
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215394	03/28/2023	1.45	127420
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215393	03/28/2023	2.90	127420
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	347969949	03/22/2023	2.90	127349
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110648	03/22/2023	14.50	127349
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110652	03/22/2023	1.45	127349
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110651	03/22/2023	1.45	127349
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110653	03/22/2023	7.25	127349
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110649	03/22/2023	4.35	127349
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348110650	03/22/2023	0.24	127349
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2255265	03/22/2023	17.56	127366
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2253187	03/22/2023	2.92	127366
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2255266	03/22/2023	2.92	127366
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2253188	03/22/2023	17.52	127366

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

POSTED

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2251204	03/22/2023	10.50	127366
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2251202	03/22/2023	26.28	127366
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2257658	03/28/2023	5.85	127436
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2255540	03/28/2023	7.30	127436
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2259844	03/28/2023	26.28	127436
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2259845	03/28/2023	7.30	127436
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	56092	03/28/2023	4.00	127441
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	55780	03/22/2023	4.00	127370
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	944118	03/22/2023	6.00	127376
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	949396	03/28/2023	4.50	127449
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	949420	03/28/2023	1.50	127449
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	201389	03/22/2023	10.00	127384
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	201732	03/28/2023	15.00	127458
640-47000-00259	FREIGHT	ORIGIN WINE & SPIRITS	WINE	0020877	03/22/2023	4.38	127388
640-47000-00259	FREIGHT	ORIGIN WINE & SPIRITS	WINE	0020956	03/28/2023	2.92	127459
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	196079	03/28/2023	15.00	127460
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	195395	03/22/2023	10.00	127390
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6557571	03/22/2023	1.46	127391
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6555811	03/22/2023	11.68	127391
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6555810	03/22/2023	0.12	127391
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6559393	03/28/2023	1.46	127462
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6559394	03/28/2023	2.92	127462
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6561182	03/28/2023	1.46	127462
640-47000-00259	FREIGHT	SMALL LOT MN	WINE	MN62978	03/28/2023	5.00	127466
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5094464	03/22/2023	1.92	127395
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2321648	03/22/2023	6.40	127395
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2321646	03/22/2023	6.40	127395
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2321647	03/22/2023	1.28	127395
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	5095000	03/22/2023	16.64	127395
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2321645	03/22/2023	9.93	127395
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2324120	03/28/2023	3.84	127467
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2324119	03/28/2023	24.94	127467
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0325063	03/22/2023	18.00	127402
640-47000-00259	FREIGHT	WINE COMPANY	WINE	229601	03/22/2023	13.50	127406
640-47000-00259	FREIGHT	WINE COMPANY	WINE	230162	03/28/2023	25.85	127476
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7418598	03/22/2023	8.76	127407
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7419834	03/28/2023	17.52	127477
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7419400	03/28/2023	4.39	127477
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00127370	03/22/2023	22.50	127408
640-47000-00301	AUDITING AND ACCT G SERVICES	M.M.K.R. & COMPANY	2022 AUDIT	53800	03/22/2023	712.50	127374
640-47000-00321	SERVICE	POPP TELECOM	SERVICE	MARCH2023	03/28/2023	100.00	127463
640-47000-00340	ADVERTISING	SPEEDPRO IMAGING	STORE SIGN	10057	03/22/2023	70.65	127396
640-47000-00401	ICE MELT	TESSMAN SEED CO.	ICE MELT	S371116-IN	03/28/2023	199.17	127471
640-47000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180225611	03/28/2023	54.84	127455
640-47000-00433	DUES, LICENSING & SEMINARS	DAILEY DATA & ASSOCIATE	STORE TRAINING	106291	03/28/2023	105.00	127428
640-47000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57454203	03/28/2023	72.15	127456
640-47000-00497	STORE CREDIT CARD FEES	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	129.00	127358
640-47000-00497	STORE CREDIT CARD FEES	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	8.44	127358

Total Department 47000 Off-Sale 71,470.98

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	521205	03/28/2023	105.33	127461
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2988469	03/28/2023	19.69	127472
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2985650	03/28/2023	290.58	127472
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	827008	03/28/2023	106.83	127473
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	828474	03/28/2023	240.57	127473
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215346	03/28/2023	645.00	127420
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	521205	03/28/2023	264.59	127461
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	514949	03/28/2023	239.01	127461
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	518173	03/28/2023	182.04	127461
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	513342	03/28/2023	164.29	127461
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	522632	03/28/2023	156.16	127461
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	525790	03/28/2023	109.11	127461
640-48000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6561113	03/22/2023	770.79	127391
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY	KITCHEN & BAR S	827008	03/28/2023	133.45	127473
640-48000-00251	LIQUOR	TRIO SUPPLY COMPANY	KITCHEN & BAR S	828474	03/28/2023	118.25	127473
640-48000-00251	LIQUOR	US FOODS	FOOD	5654291	03/28/2023	32.86	127474
640-48000-00251	LIQUOR	US FOODS	FOOD	5826057	03/28/2023	74.71	127474
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348215346	03/28/2023	297.95	127420
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348317841	03/28/2023	262.15	127420
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348268717	03/22/2023	145.00	127348
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348267910	03/22/2023	1,429.00	127348
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2804310	03/28/2023	217.00	127421
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2807196	03/28/2023	607.00	127421
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2812965	03/28/2023	337.00	127421
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1857141	03/28/2023	659.00	127427
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1862081	03/28/2023	718.00	127427
640-48000-00253	BEER	STEEL TOE BREWING	BEER	49505	03/28/2023	160.00	127469
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	521205	03/28/2023	109.99	127461
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	518173	03/28/2023	109.93	127461
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	513342	03/28/2023	109.94	127461
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	522632	03/28/2023	330.25	127461
640-48000-00301	AUDITING AND ACCT G SERVICES	M.M.K.R. & COMPANY	2022 AUDIT	53800	03/22/2023	712.50	127374
640-48000-00321	SERVICE	POPP TELECOM	SERVICE	MARCH2023	03/28/2023	100.00	127463
640-48000-00401	ICE MELT	TESSMAN SEED CO.	ICE MELT	S371116-IN	03/28/2023	199.17	127471
640-48000-00409	BLDG.MAINT.	MINNEHAHA BLDG.MAINT.IN	WINDOWS CLEANED	180225610	03/28/2023	80.64	127455
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEA	315553	03/28/2023	135.00	127470
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEA	315566	03/28/2023	135.00	127470
640-48000-00433	J PIETRINI DUES, LICENSING & SEMI	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	99.00	127358
640-48000-00433	DUES, LICENSING & SEMINARS	MN DEPT.OF PUBLIC SAFET	CATERER'S PERMI	CATERER'S PERMIT20	03/22/2023	300.00	127380
640-48000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57454203	03/28/2023	72.14	127456
640-48000-00497	BAR CREDIT CARD FEES	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	163.93	127358
Total Department 48000 On-Sale						11,142.85	
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4149102140	03/28/2023	309.29	127424
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIE	4149796997	03/28/2023	309.25	127424
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	521205	03/28/2023	359.72	127461
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	518173	03/28/2023	34.25	127461
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	513342	03/28/2023	228.03	127461
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	522632	03/28/2023	104.78	127461

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

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Fund: 640 LIQUOR							
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2988469	03/28/2023	230.50	127472
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	827008	03/28/2023	1,012.56	127473
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR S	828474	03/28/2023	1,036.96	127473
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4149102140	03/28/2023	50.03	127424
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIE	4149796997	03/28/2023	50.03	127424
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	202621	03/28/2023	324.65	127414
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	201868	03/28/2023	536.35	127414
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	137192	03/28/2023	408.05	127418
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	137108	03/28/2023	408.05	127418
640-48500-00255	FOODINGREDIENTS FOR RESALE	ELAN-CARDMEMBER SERVICE	FEB 2023 CC CHA	FEB 2023	03/22/2023	8.14	127358
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009021104	03/28/2023	303.75	127437
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009020080	03/28/2023	306.80	127437
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	521205	03/28/2023	3,311.61	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	521404	03/28/2023	89.89	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	514949	03/28/2023	4,291.31	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	516214	03/28/2023	113.48	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	518173	03/28/2023	3,666.03	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	513342	03/28/2023	3,399.59	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	524018	03/28/2023	146.43	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	522632	03/28/2023	5,122.34	127461
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	525790	03/28/2023	4,887.97	127461
640-48500-00255	FOOD	US FOODS	FOOD	5654291	03/28/2023	1,262.60	127474
640-48500-00255	FOOD	US FOODS	FOOD	5826057	03/28/2023	1,064.47	127474
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C12811190	03/28/2023	65.59	127425
Total Department 48500 Kitchen						33,442.50	
Department: 49100 Capital							
640-49100-00401	REPAIRS/MAINT BUILDINGS	TWIN CITY GARAGE DOOR C	MUNI GARAGE DOO	2234777	03/22/2023	372.00	127399
Total Department 49100 Capital						372.00	
Total Fund 640 LIQUOR						140,428.33	
Fund: 670 STORMWATER							
Department: 40000 General Department							
670-40000-00302	CONSULTANTS	LEAGUE OF MN.CITIES	MEMBERSHIP FEES	378546	03/22/2023	560.00	127369
Total Department 40000 General Department						560.00	
Total Fund 670 STORMWATER						560.00	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/16/2023 - 03/28/2023

POSTED

PAID - CHECK TYPE: PAPER CHECK

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number	
--- TOTALS BY FUND ---								
		101	GENERAL FUND			41,271.49		
		233	LAKEFRONT IMPROVE			6,504.58		
		235	CABLE TV			2,049.00		
		404	PARK AND TRAIL CIP			14,940.00		
		408	GENERAL CIP			88.58		
		610	WATER FUND			4,596.11		
		620	SEWER FUND			2,878.06		
		630	MOTOR VEHICLE			680.75		
		640	LIQUOR			140,428.33		
		670	STORMWATER			560.00		
		Total For All Funds:					213,996.90	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/10/2023 - 03/28/2023

POSTED
PAID - CHECK TYPE: EFT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 00000 ALL DEPARTMENTS							
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL 03/17/2	03172023	03/17/2023	170,811.94	2426
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL TAXES 0	03/17/2023	03/17/2023	59,911.98	2427
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL HSA DEP	03/17/23	03/17/2023	10,902.00	2428
101-00000-21704	PERA	PERA	PERA - PAYROLL	03172023	03/17/2023	42,552.12	2429
101-00000-21705	NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	EMPLOYEE PR DEP	03172023	03/17/2023	2,940.00	2425
101-00000-21706	HEALTH INSURANCE	HEALTHPARTNERS	HEALTH INS. MAR	MARCH 2023	03/17/2023	79,399.00	2422
101-00000-21709	PW UNION DUES	AFSCME COUNCIL	PW DUES MARCH 2	MARCH 2023	03/27/2023	819.90	2441
101-00000-21711	LONG TERM DISABILITY INSURANCE	DEARBORN LIFE INSURANCE	LONG TERM DIS.I	03/03/2023	03/17/2023	780.25	2419
101-00000-21714	SUPPLEMENTAL LIFE INSURANCE	THE STANDARD	BASIC AND SUPPL	MARCH 2023	03/17/2023	1,597.95	2423
101-00000-21716	BASIC LIFE INSURANCE	THE STANDARD	BASIC AND SUPPL	MARCH 2023	03/17/2023	127.98	2423
101-00000-21717	DENTAL INS.	DELTA DENTAL OF MINNESO	DENTAL INS. MAR	CNS00011852599	03/17/2023	3,828.27	2420
101-00000-21719	ICMA DEFFERED COMP	ICMA	EMPLOYEE ICMA P	03172023	03/17/2023	1,477.50	2424
101-00000-21720	SHORT TERM DISABILITY INS.	DEARBORN LIFE INSURANCE	SHORT TERM DIS.	MARCH 2023	03/17/2023	830.16	2418
101-00000-21722	VISION INS.	FIDELITY SECURITY LIFE	VISION INS.MARC	2968585	03/17/2023	159.16	2421
Total Department 00000 ALL DEPARTMENTS						376,138.21	
Department: 41100 Mayor and Council							
101-41100-00301	Auditing and Acct g Services	SIMPLIFILE	MAGGIE MANOR RE	03092023	03/23/2023	51.25	2436
Total Department 41100 Mayor and Council						51.25	
Department: 41500 Administration & Finance							
101-41500-00433	PAYROLL PROCESSING MARCH 2023	PAYLOCITY	PAYROLL PROCESS	MARCH 2023	03/20/2023	668.36	2432
Total Department 41500 Administration & Finance						668.36	
Department: 42100 Police							
101-42100-00130	EMPLOYER PAID INS	DELTA DENTAL OF MINNESO	DENTAL INS. MAR	CNS00011852599	03/17/2023	112.55	2420
101-42100-00130	EMPLOYER PAID INS	HEALTHPARTNERS	HEALTH INS. MAR	MARCH 2023	03/17/2023	2,603.00	2422
Total Department 42100 Police						2,715.55	
Department: 42200 Fire							
101-42200-00306	PERSONNEL EXPENSE	THE STANDARD	BASIC AND SUPPL	MARCH 2023	03/17/2023	56.32	2423
Total Department 42200 Fire						56.32	
Total Fund 101 GENERAL FUND						379,629.69	
Fund: 610 WATER FUND							
Department: 00000 ALL DEPARTMENTS							
610-00000-20814	SALES TAX - 7.275%	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	196.13	2413
Total Department 00000 ALL DEPARTMENTS						196.13	
Department: 40000 General Department							
610-40000-00433	PAYROLL PROCESSING MARCH 2023	PAYLOCITY	PAYROLL PROCESS	MARCH 2023	03/20/2023	59.41	2432
Total Department 40000 General Department						59.41	
Total Fund 610 WATER FUND						255.54	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00433	PAYROLL PROCESSING MARCH 2023	PAYLOCITY	PAYROLL PROCESS	MARCH 2023	03/20/2023	29.71	2432
Total Department 40000 General Department						29.71	
Total Fund 620 SEWER FUND						29.71	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/10/2023 - 03/28/2023

POSTED
PAID - CHECK TYPE: EFT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 0	03202023	03/23/2023	205,240.34	2438
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 0	03212023	03/23/2023	207,960.32	2439
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 0	03222023	03/23/2023	160,944.77	2440
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	03232023	03/27/2023	99,502.38	2444
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	03242023	03/27/2023	38,108.19	2445
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	03142023	03/15/2023	153,524.18	2416
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 0	03152023	03/20/2023	202,229.34	2433
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 0	03162023	03/20/2023	68,811.96	2434
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 0	03172023	03/20/2023	8,782.44	2435
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	03092023	03/10/2023	289,141.11	2412
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	03102023	03/15/2023	65,366.61	2414
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	03132023	03/15/2023	237,522.66	2415
630-00000-20812	DNR REG	MN DNR	MV DNR EFT 03/1	03172023	03/20/2023	2,156.20	2430
630-00000-20812	DNR REG	MN DNR	MV DNR EFT 03/1	03162023	03/20/2023	340.00	2431
630-00000-20812	DNR REG	MN DNR	MV DNR EFT 03/2	03242023	03/27/2023	2,251.90	2442
630-00000-20812	DNR REG	MN DNR	MV DNR EFT 03/2	3242023	03/27/2023	131.00	2443
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	03102023	03/10/2023	2,417.30	2410
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	03/10/2023	03/10/2023	191.00	2411
630-00000-37190	OTHER CHARGE/REVENUE	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	421.40	2413
Total Department 00000 ALL DEPARTMENTS						1,745,043.10	
Department: 40000 General Department							
630-40000-00433	PAYROLL PROCESSING MARCH 2023	PAYLOCITY	PAYROLL PROCESS	MARCH 2023	03/20/2023	29.71	2432
Total Department 40000 General Department						29.71	
Total Fund 630 MOTOR VEHICLE						1,745,072.81	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-20814	SALES TAX - 7.275%	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	550.57	2413
640-00000-20815	SALES TAX - 9.775%	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	19,627.48	2413
640-00000-20816	SALES TAX BAR - 7.275%	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	12,179.86	2413
640-00000-20817	SALES TAX BAR - 9.775%	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	9,993.30	2413
Total Department 00000 ALL DEPARTMENTS						42,351.21	
Department: 47000 Off-Sale							
640-47000-00381	SERVICE	XCEL ENERGY	STORE & BAR SER	032023	03/15/2023	1,495.74	2417
640-47000-00433	PAYROLL PROCESSING MARCH 2023	PAYLOCITY	PAYROLL PROCESS	MARCH 2023	03/20/2023	133.66	2432
Total Department 47000 Off-Sale						1,629.40	
Department: 48000 On-Sale							
640-48000-00381	SERVICE	XCEL ENERGY	STORE & BAR SER	032023	03/15/2023	3,490.07	2417
640-48000-00433	PAYROLL PROCESSING MARCH 2023	PAYLOCITY	PAYROLL PROCESS	MARCH 2023	03/20/2023	564.40	2432
640-48000-00499	MISCELLANEOUS - TAX BALANCE OWED	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	(0.19)	2413
Total Department 48000 On-Sale						4,054.28	
Total Fund 640 LIQUOR						48,034.89	
Fund: 650 SOLID WASTE							
Department: 00000 ALL DEPARTMENTS							
650-00000-20818	GARBAGE TAX - CNTY 15.5%	MN DEPT. OF REVENUE	SALES TAX	MARCH 2023	03/15/2023	1,293.45	2413

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/10/2023 - 03/28/2023

POSTED

PAID - CHECK TYPE: EFT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 650 SOLID WASTE							
Department: 00000 ALL DEPARTMENTS							
						Total Department 00000 ALL DEPARTMENTS	1,293.45
						Total Fund 650 SOLID WASTE	<u>1,293.45</u>
Fund: 802 ESCROW PROJECTS							
Department: 00000 ALL DEPARTMENTS							
802-00000-20883	15419/15429 WAYZ.BLVD-CANTISSI	SIMPLIFILE	1405 HOLD TER,	6003697	03/23/2023	91.25	2437
						Total Department 00000 ALL DEPARTMENTS	<u>91.25</u>
						Total Fund 802 ESCROW PROJECTS	<u>91.25</u>

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 03/10/2023 - 03/28/2023

POSTED

PAID - CHECK TYPE: EFT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number	
--- TOTALS BY FUND ---								
		101	GENERAL FUND			379,629.69		
		610	WATER FUND			255.54		
		620	SEWER FUND			29.71		
		630	MOTOR VEHICLE			1,745,072.81		
		640	LIQUOR			48,034.89		
		650	SOLID WASTE			1,293.45		
		802	ESCROW PROJECTS			91.25		
		Total For All Funds:					2,174,407.34	



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2023	AGENDA ITEM: 7.c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:

The 2023 General Budget estimates liquor license revenue of approximately \$151,000.

BACKGROUND:

The list of Municipal Licenses for City Council consideration includes the annual On-Sale and Off-Sale Liquor License renewals for 2023-2024. One establishment, Stalk & Spade, is not renewing their On-Sale Wine and On-Sale Beer license.

ATTACHMENTS:

1. LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

04/04/2023

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

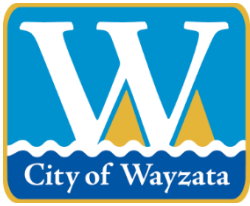
Annual On-Sale Club Licenses & Sunday On-Sale Club License 5/1/2023 to 4/30/2024	
American Legion 118 DBA "Ernest Aselton Post"	949 Wayzata Boulevard East
Wayzata Country Club DBA "Wayzata Country Club"	200 Wayzata Boulevard West
Woodhill Country Club Inc. DBA "Woodhill Country Club"	200 Woodhill Road
Annual On-Sale Intoxicating Liquor & Sunday On-Sale Intoxicating Liquor License 5/1/2023 to 4/30/2024	
Baja Haus, LLC DBA Baja Haus	830 Lake Street East
Bob and Weave LLC DBA 6 Smith	294 Grove Lane East
Bohland Hotel Group LLC DBA Hotel Landing and "ninetyfive" Restaurant	925 Lake Street East
CoV Entertainment LLC DBA CoV Wayzata	700 Lake Street East
Gianni's LLC DBA Gianni's Steakhouse	635 Lake Street East
McCormick Hospitality Group, LLC DBA McCormick's	331 Broadway Avenue South
Sakana Sushi Inc. DBA Sakana	683 Lake Street East
Shake and Bake LLC DBA Benedict's	845 Lake Street East
The Grocer's Table LLC DBA The Grocer's Table	326 Broadway Ave S
Sushi Fix Holdings LLC DBA Sushi Fix	862 Lake St E
Z&H Boatworks LLC DBA Macanda	294 Grove Lane Ste W180
Z&H Lake Restaurant LLC DBA Josefina	739 Lake Street East
Wayzata Bar & Grill	747 Mill Street
Annual On-Sale Wine & On-Sale 3.2% Malt Beverage Licenses 5/1/2023 to 4/30/2024	
Civitali Restaurant Group DBA Punch Neapolitan Pizza	1313 Wayzata Boulevard East, Suite 100
Homan Corporation DBA Maggie's Restaurant	844 Lake Street East
My Burger LLC DBA My Burger	1330 Wayzata Blvd
Wayzata Jade Inc. DBA Jade Fountain Chinese Restaurant	838 Lake Street East
Annual Off-Sale 3.2 Percent Malt Liquor License 5/1/2023 to 4/30/2024	
Holiday Stationstores LLC DBA Holiday Stationstore	1325 Wayzata Blvd E
Annual Off-Sale Wine Intoxicating Liquor & Sunday Off-Sale Intoxicating Liquor License 5/1/2023 to 4/30/2024	
Wayzata Wine & Spirits	747 Mill Street
2 Day Temporary Liquor License for the Wayzata Yacht Club for the Dave Cool Ice Breaker Event on 5/6 and 5/7/2023	
Wayzata Yacht Club	1100 Eastman Lane

WERE APPROVED ADMINISTRATIVELY

2023 Tree Removal & Treatment License	
Trimmer Trees Inc.	Lakeville, MN
Aspenwall Tree Service, Inc.	Webster, MN

2023 Special Event Food Stand License for The Wayzata Art Experience on 6/24 and 6/25/2023	
Krazd Foodnatik MN	Mounds View, MN
Ally Restaurants	Orono, MN
Firehouse Foods	Minnetrissa, MN
Muddy Tiger- Indian Street Food LLC	Edina, MN

2023 Special Event Food Stand License for The Wayzata Art Experience on 6/24/2023	
Soul to Soul BBQ	Minneapolis, MN



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2023	AGENDA ITEM: 7.d
TITLE: Approval of Professional Services Agreement with Twin Cities Sound and Letters of Agreement with Artists for Sunday Music in the Park	
PROPOSED MOTION: To Approve the Professional Services Agreement with Twin Cities Sound and Letters of Agreement with Artists for Sunday Music in the Park	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

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

FINANCIAL OR BUDGET CONSIDERATION:

The total cost for the artists is \$3,600 and the cost for the production and equipment with Twin Cities Sound is \$3,900. The budget allocated for this event is \$8,000 so the remaining \$500 would most likely be used for promotion and marketing materials.

BACKGROUND:

Each year the Parks and Trails Board holds the Sunday Music in the Park program at the Great Lawn. This year, the performances are planned to be held each Sunday in August from 4:30 pm - 5:30 pm. The Board decided to bring back two Artists, Westwind Swing Band and Ditchweed from Power Balladz, along with two new Artists, Ipso Facto and Salsa Del Soul. In 2022, each performance had between 175 - 273 attendees.

ATTACHMENTS:

1. Professional Services Agreement and Letters of Agreements

Letter of Agreement

City of Wayzata Sunday Music in the Park

To: Ipso Facto
Wayne Anthony McFarlane
315 Lowry Ave North #1012
Minneapolis, MN 55411

From: City of Wayzata - Parks and Trails Board

Dear Ipso Facto,

We are pleased that your musical group Ipso Facto (“Artist”) will be performing as part of our 2023 *Sunday Music in the Park* series on August 6, 2023 from 4:30 p.m. to 6:00 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

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

Fees:

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

Soundcheck and Production:

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

Cancellation for Weather.

Should weather force the Performance to be cancelled prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees, providing Artist is onsite and prepared to perform at 4:00 p.m. Performances cancelled in advance of the day of Performance due to weather or any other reason, will not be rescheduled and no Fees will be paid to Artist.

Publicity:

Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

Name of Group: Ipso Facto
Type of music played: Reggae, Blues, Rock

Group member’s names & instruments played: Wayne McFarlane

Other Contract Terms:

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

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by March 1, 2023.

Artist Signature:



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

Sincerely,

Nick Kieser, AICP

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

City of Wayzata

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

Twin Cities Sound Production Rider

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

- (1) 8x12' stage, with drum rug if required
- Staging Concepts SC90 platforms.
- (2) 12" 2 way PA main speakers (1000w per side) - QSC, RCF, or Martin Audio (or similar)
- (1) 18" Subwoofer (or equivalent) 1800W - QSC, RCF, or Martin Audio (or similar)
- 16 Channel digital mixer (Mackie DL1608, A&H QU32 or similar)
- 3 Stage monitors, each with independent mix (dB Tech DVX DM28 or similar)
- Full mic locker (vocal mics, instrument mics, DIs as needed by act)
- All PA cabling
- Electrical cabling and hookup

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

If you have questions about equipment, please contact Brandon Levy, President, Twin Cities Sound.

Brandon Levy, President
Twin Cities Sound, LLC
1400 Energy Park Drive, Suite 19
Saint Paul, MN 55108
Levy@TwinCitiesSound.com
(612) 399-6120 (Office)
(651) 278-7821 (Cell)
(612) 435-0195 (Fax)

Other Contract Terms:

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

Letter of Agreement

City of Wayzata Sunday Music in the Park

To: Westwind Swing Band, LLC
55 Wear Ln. N
Orono, MN 55356

From: City of Wayzata - Parks and Trails Board

Dear Westwind Swing Band,

We are pleased that your musical group Westwind Swing Band, LLC (“Artist”) will be performing as part of our 2023 *Sunday Music in the Park* series on August 13, 2023 from 4:30 p.m. to 5:30 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

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

Fees:

The City of Wayzata will pay Artist \$700.00 for the Performance within 14 days after the Performance and the City’s receipt of an invoice emailed to the Parks Planner. Please include the date of performance, Artist tax ID, and contact information on the invoice. Payment will be made by check, payable to the Artist, and sent to address for Artist noted at the top of this letter.

Soundcheck and Production:

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

Cancellation for Weather.

Should weather force the Performance to be cancelled prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees, providing Artist is onsite and prepared to perform at 4:00 p.m. Performances cancelled in advance of the day of Performance due to weather or any other reason, will not be rescheduled and no Fees will be paid to Artist.

Publicity:

Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

Name of Group: Westwind Swing Band

Type of music played: Westwind Swing Band is a traditional 18 piece big band with lead vocalist Robyn Chargo. Songbook includes tunes by iconic band leaders such as Benny Goodman, Glenn Miller, Duke Ellington, Artie Shaw and more.

Group member’s names and instruments played: Sax/clarinet section: Dan Rump, Steve

Neurerer, Paul Zeller, LeRoy Johnson, Tom Joyal, Dale Monzon; Trombone section: Scott Smith, Derick Larson, Tyler Bergman, Larry Carlson; Trumpet section: Steve Chargo, Mike Bonfig, Shawn Hurley, Trevor Crawford; Keyboard: Andrew Barker; Bass: Larry Tuura, Drums: Josh Kattelman, Guitar: Dan Westmoreland; Vocalist: Robyn Chargo

Other Contract Terms:

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

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by March 1, 2023.

Artist Signature:



Steven Chargo, General Manager

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

Sincerely,

Nick Kieser, AICP

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

City of Wayzata

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

Twin Cities Sound Production Rider

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

- (1) 8x12' stage, with drum rug if required
- Staging Concepts SC90 platforms.
- (2) 12" 2 way PA main speakers (1000w per side) - QSC, RCF, or Martin Audio (or similar)
- (1) 18" Subwoofer (or equivalent) 1800W - QSC, RCF, or Martin Audio (or similar)
- 16 Channel digital mixer (Mackie DL1608, A&H QU32 or similar)
- 3 Stage monitors, each with independent mix (dB Tech DVX DM28 or similar)
- Full mic locker (vocal mics, instrument mics, DIs as needed by act)
- All PA cabling
- Electrical cabling and hookup

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

If you have questions about equipment, please contact Brandon Levy, President, Twin Cities Sound.

Brandon Levy, President
Twin Cities Sound, LLC
1400 Energy Park Drive, Suite 19
Saint Paul, MN 55108
Levy@TwinCitiesSound.com
(612) 399-6120 (Office)
(651) 278-7821 (Cell)
(612) 435-0195 (Fax)

Other Contract Terms:

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

Letter of Agreement

City of Wayzata Sunday Music in the Park

To: Patrick Morgan
17850 3rd Ave N
Plymouth, MN 55447

From: City of Wayzata - Parks and Trails Board

Dear Ditchweed from Power Balladz

We are pleased that your musical group Ditchweed from Power Balladz (“Artist”) will be performing as part of our 2023 *Sunday Music in the Park* series on August 20, 2023 from 4:30 p.m. to 5:30 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

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

Fees:

The City of Wayzata will pay Artist \$800.00 for the Performance within 30 days after the Performance and the City’s receipt of an invoice emailed to the Parks Planner. Please include the date of performance, Artist tax ID, and contact information on the invoice. Payment will be made by check, payable to the Artist, and sent to address for Artist noted at the top of this letter.

Soundcheck and Production:

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

Cancellation for Weather.

Should weather force the Performance to be cancelled prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees, providing Artist is onsite and prepared to perform at 4:00 p.m. Performances cancelled in advance of the day of Performance due to weather or any other reason, will not be rescheduled and no Fees will be paid to Artist.

Publicity:

Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

Name of Group: Ditchweed from Power Balladz

Type of music played: 80s and 90s rock


Group member’s names and instruments played: Patrick Morgan, Katy Hays, Randy Schmeling – vocals, Drew Hurst & Mike Sabow – guitar, Dan Brakke – bass, Zach Brawford – drums, Joel Thielman

Other Contract Terms:

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

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by March 1, 2023.

Artist Signature:

Patrick J Morgan 

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

Sincerely,

Nick Kieser, AICP

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

City of Wayzata

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

Twin Cities Sound Production Rider

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

- (1) 8x12' stage, with drum rug if required
- Staging Concepts SC90 platforms.
- (2) 12" 2 way PA main speakers (1000w per side) - QSC, RCF, or Martin Audio (or similar)
- (1) 18" Subwoofer (or equivalent) 1800W - QSC, RCF, or Martin Audio (or similar)
- 16 Channel digital mixer (Mackie DL1608, A&H QU32 or similar)
- 3 Stage monitors, each with independent mix (dB Tech DVX DM28 or similar)
- Full mic locker (vocal mics, instrument mics, DIs as needed by act)
- All PA cabling
- Electrical cabling and hookup

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

If you have questions about equipment, please contact Brandon Levy, President, Twin Cities Sound.

Brandon Levy, President
Twin Cities Sound, LLC
1400 Energy Park Drive, Suite 19
Saint Paul, MN 55108
Levy@TwinCitiesSound.com
(612) 399-6120 (Office)
(651) 278-7821 (Cell)
(612) 435-0195 (Fax)

Other Contract Terms:

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

Letter of Agreement

City of Wayzata Sunday Music in the Park

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

From: City of Wayzata - Parks and Trails Board

Dear Salsa Del Soul,

We are pleased that your musical group Salsa del Soul (“Artist”) will be performing as part of our 2023 *Sunday Music in the Park* series on August 27, 2023 from 4:30 p.m. to 5:30 p.m. (the “Performance”). The purpose of this letter is to confirm our mutual agreement for the Performance:

Date, Time, Location:

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

Fees:

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

Soundcheck and Production:

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

Cancellation for Weather.

Should weather force the Performance to be cancelled prior to 4:30 p.m. on the day of the Performance, Artist will be paid one half (½) of the Fees, providing Artist is onsite and prepared to perform at 4:00 p.m. Performances cancelled in advance of the day of Performance due to weather or any other reason, will not be rescheduled and no Fees will be paid to Artist.

Publicity:

Please provide the City with an Artist photo, social media links, bio/promotional information, and note below how the Artist should be identified in all listings and publicity:

Name of Group: Salsa del Soul

Type of music played: “High energy dance music of the Spanish Speaking Caribbean”

Group member’s names & instruments played:

Frank Rivery- Lead Vocals
Chryss Altamirano – Lead Vocals
José Reyes Congas/Bongos
Shai Hayo – Timbales
Bryan Rossi Piano
David Martin Bass/Guitar

Other Contract Terms:

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

Please confirm your agreement to the terms outlined in this letter by signing below and returning this letter via to this email by March 1, 2023.

Artist Signature:



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

Sincerely,

Nick Kieser, AICP

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

City of Wayzata

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

Twin Cities Sound Production Rider

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

- (1) 8x12' stage, with drum rug if required
- Staging Concepts SC90 platforms.
- (2) 12" 2 way PA main speakers (1000w per side) - QSC, RCF, or Martin Audio (or similar)
- (1) 18" Subwoofer (or equivalent) 1800W - QSC, RCF, or Martin Audio (or similar)
- 16 Channel digital mixer (Mackie DL1608, A&H QU32 or similar)
- 3 Stage monitors, each with independent mix (dB Tech DVX DM28 or similar)
- Full mic locker (vocal mics, instrument mics, DIs as needed by act)
- All PA cabling
- Electrical cabling and hookup

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

If you have questions about equipment, please contact Brandon Levy, President, Twin Cities Sound.

Brandon Levy, President
Twin Cities Sound, LLC
1400 Energy Park Drive, Suite 19
Saint Paul, MN 55108
Levy@TwinCitiesSound.com
(612) 399-6120 (Office)
(651) 278-7821 (Cell)
(612) 435-0195 (Fax)

Other Contract Terms:

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

**CITY OF WAYZATA
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made effective April 4, 2023 (“Effective Date”) by and between the City of Wayzata, Minnesota (the “City”) and Twin Cities Sound, LLC 1366 Minnehaha Avenue West, St. Paul MN 55104-1924 (“Contractor”) for the professional services and related deliverables described herein, and contains the terms and conditions applicable to all of Contractor’s services and associated deliverables for the City.

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

I. SCOPE OF SERVICES AND DELIVERABLES

Contractor will provide the sound production services and deliverables (collectively, the “Services”) that are described in the March 27, 2023 proposal for the City’s 2023 Music In The Park Series, attached hereto as **Attachment A** (the “Statement of Work”), according to the scope, specifications, services descriptions, deliverables, timeline, and other terms therein, and in accordance with best practices and industry standards.

II. PROJECT REPRESENTATIVES

- A. City’s main point of contact shall be the City’s Parks Planner.
- B. Contractor’s main point of contact for the Services shall be Brandon Levy.

III. COMPENSATION AND BILLING

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

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

IV. CHANGE OF SCOPE OF SERVICES

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

V. INSURANCE

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

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

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

VI. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

VII. TERMINATION

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

VIII. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

To Contractor:
Twin Cities Sound, LLC
1366 Minnehaha Avenue West
St. Paul MN 55104-1924
Attention: Brandon Levy

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

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

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

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

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

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

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

CITY:

City of Wayzata, a Minnesota Municipal corporation

By: _____
Johanna Mouton, Mayor

By: _____
Jeffrey Dahl, City Manager

CONTRACTOR:

Twin Cities Sound, LLC

By: _____

Name: _____

Title: _____

**ATTACHMENT A
STATEMENT OF WORK**

Twin Cities Sound, LLC proposal for the City's 2023 Music In The Park Series

DRAFT



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2023	AGENDA ITEM: 8.a
TITLE: Consider Adoption of Resolution 19-2023 Approving Subdivision at 1030 Lake Street East	
PROPOSED MOTION: To Adopt Resolution 19-2023 Approving Subdivision at 1030 Lake Street East	
PREPARED BY: Valerie Quarles, Assistant Planner	
REVIEWED BY: Jeffrey Dahl, City Manager, Emily Goellner, Community Development Director	

ACTION REQUESTED:

Staff recommends adoption of draft Resolution 19-2023.

FINANCIAL OR BUDGET CONSIDERATION:

Regular building and permitting fees will apply for this project. The two new lots are also subject to park dedication fees, with a total of \$5,000 to be added to the Parks and Trails Fund.

BACKGROUND:

Applicant and property owner Black Dog Homes has applied to subdivide the existing parcel at 1030 Lake St E into three lots for new homes. The subdivision is the only request within this application. One home has been preliminarily designed and the other two new homes would be custom-built for future owners.

While multiple public comments can be found in the public packets from the January 23, March 7, and March 21 meetings, five additional comments have been submitted since the publication of the March 21 City Council packet and are attached. This includes a letter from one neighbor's legal counsel.

The Planning Commission discussed the application at their January 23 meeting. The deliberation centered on:

- Number of homes proposed and their lot sizes compared to average lot size within the neighborhood;
- Number of trees proposed to be taken down and already removed and associated tree replacement;
- Traffic flow on the narrow street;
- Anecdotal experiences with the wetland on the property; and
- Comprehensive Plan land use designation differences between the north and south sides of Lake Street in this neighborhood.

Seven members of the public commented at the meeting regarding the proposal. Most noted that while they were in favor of redeveloping the parcel, they felt that three parcels were too many and cited similar reasons to those who had commented in advance of the meeting. One commenter was in favor of the proposal.

Ultimately, the Planning Commission voted 5-0 to recommend denial of the proposal. The City Council reviewed the Report and Recommendation of denial from the Planning Commission at their March 7 meeting and voted to direct staff to prepare an alternative resolution of approval for the subdivision with appropriate findings. The Council considered the alternative resolution of approval at their March 21 meeting, but a quorum of the Council was not available to vote. No action was taken at that time.

The draft minutes from the March 7 Council Meeting is a part of this meeting's agenda. The March 21 Meeting minutes are not yet ready but video of the meeting can be reviewed on the City's website.

ATTACHMENTS:

1. Resolution 19-2023
2. 1030 Lake St - Preliminary and Final Plats
3. 1030 Lake St - Revised Tree Plan
4. 1030 Lake St - Public Comments Received March 17-30

DRAFT RESOLUTION NO. 19-2023**RESOLUTION APPROVING SUBDIVISION AT 1030 LAKE STREET E**

WHEREAS, Applicant and property owner Black Dog Homes Properties (the “Applicant”) has submitted a development application (the “Application”) for approval of a Preliminary and Final Plat for a subdivision of the property at 1030 Lake Street East, legally described on Attachment A of this Resolution, (the “Property”) that would divide the existing 1.12 acre lot that comprises the Property into three separate lots (the “Proposed Subdivision”);

WHEREAS, the Wayzata Planning Commission held a public hearing on the Application on January 23, 2023, and adopted a Report and Recommendation to the City Council to deny the Application on February 6, 2023 (the “PC Report”);

WHEREAS, the Council reviewed the PC Report and the Application at its March 7, 2023 meeting, and based on the presentations, analysis, and facts discussed by Council at the meeting, directed City staff to prepare a draft resolution to approve the Application for consideration at the next City Council meeting.

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

Based on the Application materials, additional materials submitted by the Applicant, staff reports, public comment and information presented at the City Council Meeting and public hearing, the standards of the Wayzata Subdivision Ordinance, and the deliberations of the Planning Commission, 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 and requests therein meet all of the applicable requirements of Wayzata’s Subdivision Ordinance, based on the following findings of fact:

- A. City review of the Preliminary and Final Plat simultaneously is appropriate under City Code Sec. 1003.03.A.
- B. The Proposed Subdivision would not have significant adverse effects based upon the following factors found in Section 1003.02.E:
 1. The Proposed Subdivision is consistent with the Wayzata Comprehensive Plan Low Density Residential guidance, including the Plan’s goal for densities between 1 and 3 units per acre within the Low Density Residential category.

2. The building pads resulting from the Proposed Subdivision would preserve the sensitive areas of wetlands and most of the healthy trees currently on the Property.
3. Existing stands of significant trees currently on the Property would be retained where possible in the Proposed Subdivision, and the building pads that result would be sensitively integrated into existing trees on the Property.
5. The creation of lots in the Proposed Subdivision would not adversely impact the scale, pattern or character of the surrounding neighborhood, which is characterized by a variety of lots, many of similar sizes to the north of the Property.
6. The design of a lot, the building pad, and the site layout of the Proposed Subdivision responds to and is reflective of the surrounding lots and neighborhood character, particularly to the north of the Property.
7. The lot sizes that result from the proposed Subdivision would not be dissimilar from lots found in the surrounding neighborhood.
8. The proposed lot layout and building pads that result from the proposed Subdivision would conform with all performance standards contained in the Subdivision Ordinance.
9. The Proposed Subdivision would not tend to or actually depreciate the values of neighboring properties in the area.
10. The Proposed Subdivision would be accommodated with existing public services, primarily related to transportation and utility systems, and would not overburden the City's service capacity.

B. Based on the foregoing, the Preliminary and Final Plats of the Application for the Proposed Subdivision are **HEREBY APPROVED**, subject to and conditioned upon the following:

1. Stormwater Facilities, Grading, Drainage, and Erosion Plans applicable to each lot in the Proposed Subdivision must be reviewed and approved by the City Engineer prior to the submission of applications for building permits for such lots.
2. The City's standard Stormwater Facilities Maintenance Agreement (SWFMA) must be executed for each lot of the Proposed Subdivision that is over 25% hardcover surface area.

3. The Applicant must receive approval of the City Forester for an updated, final tree plan for the Property, and pay all fees and provide all escrow due, according to the provisions of City Code Ch. 936 (Tree Preservation).
4. The Applicant must pay all park dedication fees required by the Ch. 1006 of the Subdivision Ordinance.
5. The Applicant must record a sidewalk easement in a form acceptable to the City Attorney at the time of filing the Final Plat.
6. The Applicant must record the Final Plat with the appropriate Hennepin County officials within one hundred twenty (120) days and provide a recorded copy to the City as required under Ch. 1003 of the Subdivision Ordinance.
7. All expenses of the City of Wayzata, including consultant, expert, legal, and planning fees incurred, must be fully reimbursed by the Applicant.

Adopted by the Wayzata City Council this 4th day of April 2023.

 Johanna Mouton, Mayor

ATTEST:

 Jeffrey Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:
 Seconded by:
 Voted in favor of:
 Voted against:
 Abstained:
 Absent:
 Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April 4, 2023.

Kathy Leervig, City Clerk
SEAL

Attachment A
Legal Description

Attachment B
Preliminary and Final Plat

DRAFT

Attachment A
Legal Description of Property

That part of Block 60, Minnetonka Arlington Heights as Revised and Modified by Decree in Bk. 86, page 585 of Misc., bounded by a line beginning at Southwesterly corner of Said Block 60; thence Northeasterly to Northwesterly corner of said Block; thence Southeasterly along Northerly line of said Block, 337.9 feet; thence Southerly 146.15 feet, more or less to point in the Southerly line of said Block, distant 325.1 feet, Southeasterly from the point of beginning; thence Northwesterly along Southerly line of said Block, 325.1 feet to point of beginning, Hennepin County, Minnesota

DRAFT

Attachment B

Preliminary and Final Plat

DRAFT

DESCRIPTION OF PROPERTY SURVEYED

That part of Block 60, Minnetonka Arlington Heights as Revised and Modified by Decree in Bk. 86, page 585 of Misc., bounded by a line beginning at Southwesterly corner of said Block 60; thence Northwesterly to Northwesterly corner of said Block; thence Southeasterly along Northerly line of said Block, 337.9 feet; thence Southerly 146.15 feet, more or less to point in the Southerly line of said Block, distant 325.1 feet, Southeasterly from the point of beginning; thence Northwesterly along Southerly line of said Block, 325.1 feet to point of beginning, Hennepin County, Minnesota

STANDARD NOTES

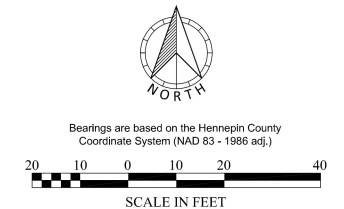
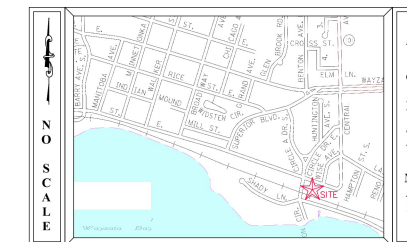
- 1) **Site Address:** 1030 Lake Street, Wayzata, Minnesota 55391
- 2) A title opinion was not furnished to the surveyor as part of this survey. Only easements per the recorded plat are shown unless otherwise denoted hereon.
- 3) **Flood Zone Information:** X (area determined to be outside of the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053CD309F, effective date of November 4th, 2016.
- 4) **Parcel Area Information:** Gross Area: 48,727 s.f. = 1.119 acres
*We do not affirmatively insure the quantity of acreage set forth in the description
- 5) **Benchmark:** Elevations are based on MNDOT Geodetic Station Name: ROGER MN053 which has an elevation of: 993.77 feet (NAVD88).
- 6) **Zoning Information:** The current Zoning for the subject property is R-3A (Single and Two Family Residential) per the City of Wayzata's zoning map dated January 22, 2020. The setback, height, and floor space area restrictions for said zoning designation are as follows:

Principal Structure Setbacks -
 Front Street: 20 feet (Lake Street)
 Corner Street: 20 feet (Arlington Circle)
 Side: 10 feet
 Rear: 20 feet
 Height: 32 feet
 Hardcover: 30 percent of lot area

*Please note that the zoning information shown hereon may have been amended through a city process. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site. All setback information and hardcover data for planning and design must be verified by all parties involved in the design and planning process prior to any planning or construction.

We have not received the current zoning classification and building setback requirements from the insurer.

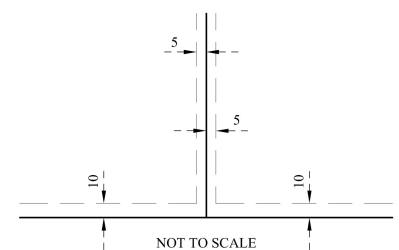
- 7) **Utilities:** We have shown the location of utilities on the surveyed property by observed evidence only. There may be underground utilities encumbering the subject property we are unaware of. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercised before any excavation takes place on or near this site. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002.



SURVEY LEGEND

● CAST IRON MONUMENT	⊕ PIEZOMETER	WOE WALKOUT ELEVATION
○ IRON PIPE MONUMENT SET	⊖ POWER POLE	FFE FIRST FLOOR ELEVATION
● DRILL HOLE FOUND	⊗ GUY WIRE	GFE GARAGE FLOOR ELEVATION
✕ CHISELED "X" MONUMENT SET	⊘ ROOF DRAIN	TOF TOP OF FOUNDATION ELEV.
✕ CHISELED "X" MONUMENT FOUND	⊙ LIFT STATION	LOE LOWEST OPENING ELEV.
✕ REBAR MONUMENT FOUND	⊕ SANITARY MANHOLE	CONCRETE
⊕ PK NAIL MONUMENT SET	⊕ SANITARY CLEANOUT	BITUMINOUS
⊕ PK NAIL MONUMENT FOUND	⊕ STORM MANHOLE	BUILDING SETBACK LINE
⊕ PK NAIL W/ ALUMINUM DISC	⊕ STORM DRAIN	CTV CABLE TV
⊕ SURVEY CONTROL POINT	⊕ CATCH BASIN	CONCRETE CURB
⊕ CABLE TV PEDESTAL	⊕ FLARED END SECTION	CONTOUR EXISTING
⊕ ELECTRIC TRANSFORMER	⊕ TREE CONIFEROUS	CONTOUR PROPOSED
⊕ ELECTRIC MANHOLE	⊕ TREE DECIDUOUS	GUARD RAIL
⊕ ELECTRIC METER	⊕ TREE CONIFEROUS REMOVED	DT DRAIN TILE
⊕ ELECTRIC OUTLET	⊕ TREE DECIDUOUS REMOVED	ELC ELECTRIC UNDERGROUND
⊕ YARD LIGHT	⊕ TELEPHONE MANHOLE	FENCE
⊕ UTILITY PEDESTAL	⊕ TELEPHONE PEDESTAL	F0 FIBER OPTIC UNDERGROUND
⊕ UTILITY VAULT	⊕ UTILITY MANHOLE	GA GAS UNDERGROUND
⊕ FIRE DEPT. HOOK UP	⊕ UTILITY VAULT	OHV OVERHEAD UTILITY
⊕ FLAG POLE	⊕ WATERMAIN MANHOLE	TL TREE LINE
⊕ FUEL PUMP	⊕ WATER METER	SS SANITARY SEWER
⊕ FUEL TANK	⊕ WATER SPIGOT	STW STORM SEWER
⊕ PROPANE TANK	⊕ MONITORING WELL	TEL TELEPHONE UNDERGROUND
⊕ GAS METER	⊕ GAS METER	UTL UTILITY UNDERGROUND
⊕ GAS VALVE	⊕ GAS VALVE	WATERMAIN
⊕ GAS MANHOLE	⊕ HYDRANT	WATERMANN
⊕ GENERATOR	⊕ IRRIGATION VALVE	TRAFFIC SIGNAL
⊕ GUARD POST	⊕ POST INDICATOR VALVE	RAILROAD TRACKS
⊕ HAND HOLE	⊕ SIGN	RAILROAD SWITCH
⊕ MAIL BOX	⊕ SOIL BORING	SATLITE DISH
		WETLAND BUFFER SIGN

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



NOT TO SCALE

Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and being 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on this plat.

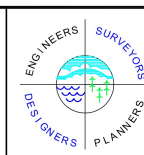
PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25th Ave N, Suite 120 Plymouth, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: CHARLES WIEMERSLAGE, P.E. EMAIL: CWIEMERSLAGE@SATHRE.COM	DEVELOPER BLACK DOG HOMES 1905 Wayzata Blvd E, Suite 100 Wayzata, MN 55391 CONTACT: Nick Vanderheyden PHONE: (612) 584-8088 EMAIL: nick.vanderheyden@blackdoghomes.com

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 10th day of November, 2022.

Daniel L. Schmidt

Daniel L. Schmidt, PLS
 schmidt@sathre.com
 Minnesota License No. 26147



SATHRE-BERGQUIST, INC.

14000 25TH AVENUE NORTH, SUITE 120
 PLYMOUTH MN 55447 (952) 476-6000
 WWW.SATHRE.COM

TWP.117-RGE.22-SEC.6
 Hennepin County

**WAYZATA,
 MINNESOTA**

**PRELIMINARY PLAT
 BLACK DOG HOMES ADDITION
 PREPARED FOR:
 BLACK DOG HOMES**

FILE NO.
 10142-012

1

BLACK DOG HOMES ADDITION

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Black Dog Homes Properties, LLC, a Minnesota limited liability company, owner of the following described property:

That part of Block 60, Minnetonka Arlington Heights as Revised and Modified by Decree in Bk. 86, page 585 of Misc., bounded by a line beginning at Southwesterly corner of Said Block 60; thence Northeasterly to Northwesterly corner of said Block; thence Southeasterly along Northerly line of said Block, 337.9 feet; thence Southerly 146.15 feet, more or less to point in the Southerly line of said Block, distant 325.1 feet, Southeasterly from the point of beginning; thence Northwesterly along Southerly line of said Block, 325.1 feet to point of beginning, Hennepin County, Minnesota

Has caused the same to be surveyed and platted as BLACK DOG HOMES ADDITION and does hereby dedicate to the public for public use the easements for drainage and utility purposes as created by this plat.

In witness whereof said Black Dog Homes Properties, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

Signed: Black Dog Homes Properties, LLC

Daniel J. Vanderheyden, Chief Manager

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20__, by Daniel J. Vanderheyden, Chief Manager of Black Dog Homes Properties, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota (Signature) _____ (Notary Printed Name) My Commission Expires: _____

SURVEYORS CERTIFICATE

I Daniel L. Schmidt do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined by Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20__.

Daniel L. Schmidt, Licensed Land Surveyor
Minnesota License No. 26147

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20__, by Daniel L. Schmidt.

Notary Public, Hennepin County, Minnesota (Signature) _____ (Notary Printed Name) My Commission Expires: _____

CITY COUNCIL, CITY OF WAYZATA, MINNESOTA

This plat of BLACK DOG HOMES ADDITION was approved and accepted by the City Council of the City of Wayzata, Minnesota at a regular meeting thereof held this _____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Wayzata, Minnesota

By: _____, Mayor By: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES

Hennepin County, Minnesota

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20__.

Daniel Rogan, County Auditor By: _____, Deputy

SURVEY DIVISION

Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20__.

Chris F. Mavis, County Surveyor By: _____

COUNTY RECORDER

Hennepin County, Minnesota

I hereby certify that the within plat of BLACK DOG HOMES ADDITION was recorded in this office this _____ day of _____, 20__, at _____ o'clock _____ M.

Amber Bougie, County Recorder By: _____, Deputy



SATHRE-BERGQUIST, INC.

BLACK DOG HOMES ADDITION

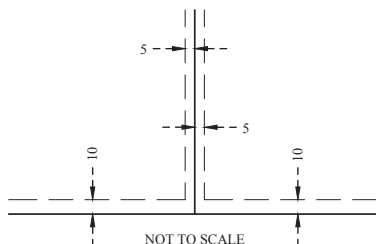
C.R. DOC. NO. _____



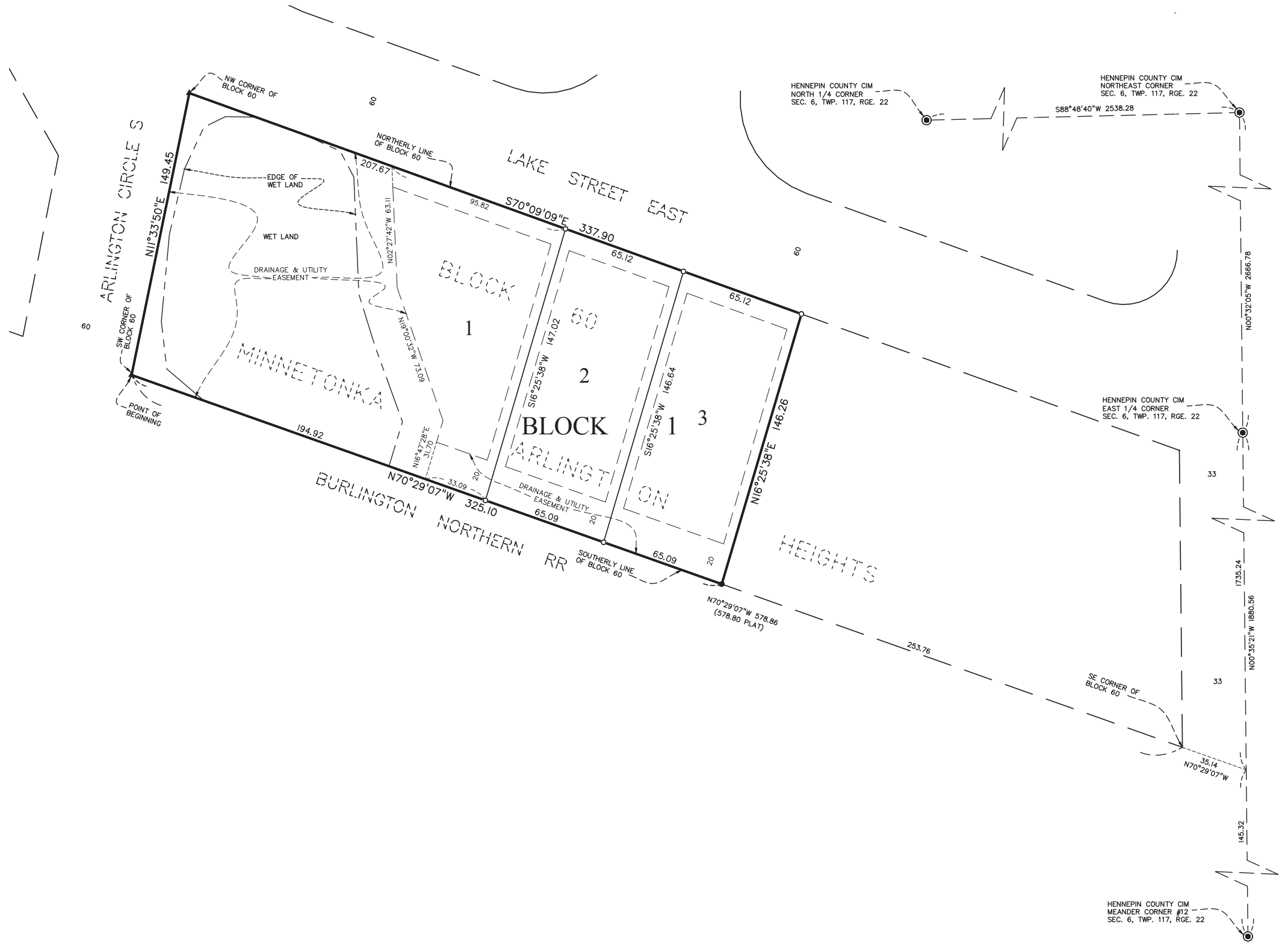
The basis for the bearing system is the southerly line of Block 60, MINNETONKA ARLINGTON HEIGHTS, which is assumed to bear North 70 degrees 29 minutes 07 seconds West

- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 26147.
- Denotes a found 1 inch pipe monument, unless shown otherwise.
- ▲ Denotes a found PK-Nail
- ⊙ Denotes a Found Cast-Iron-Monument

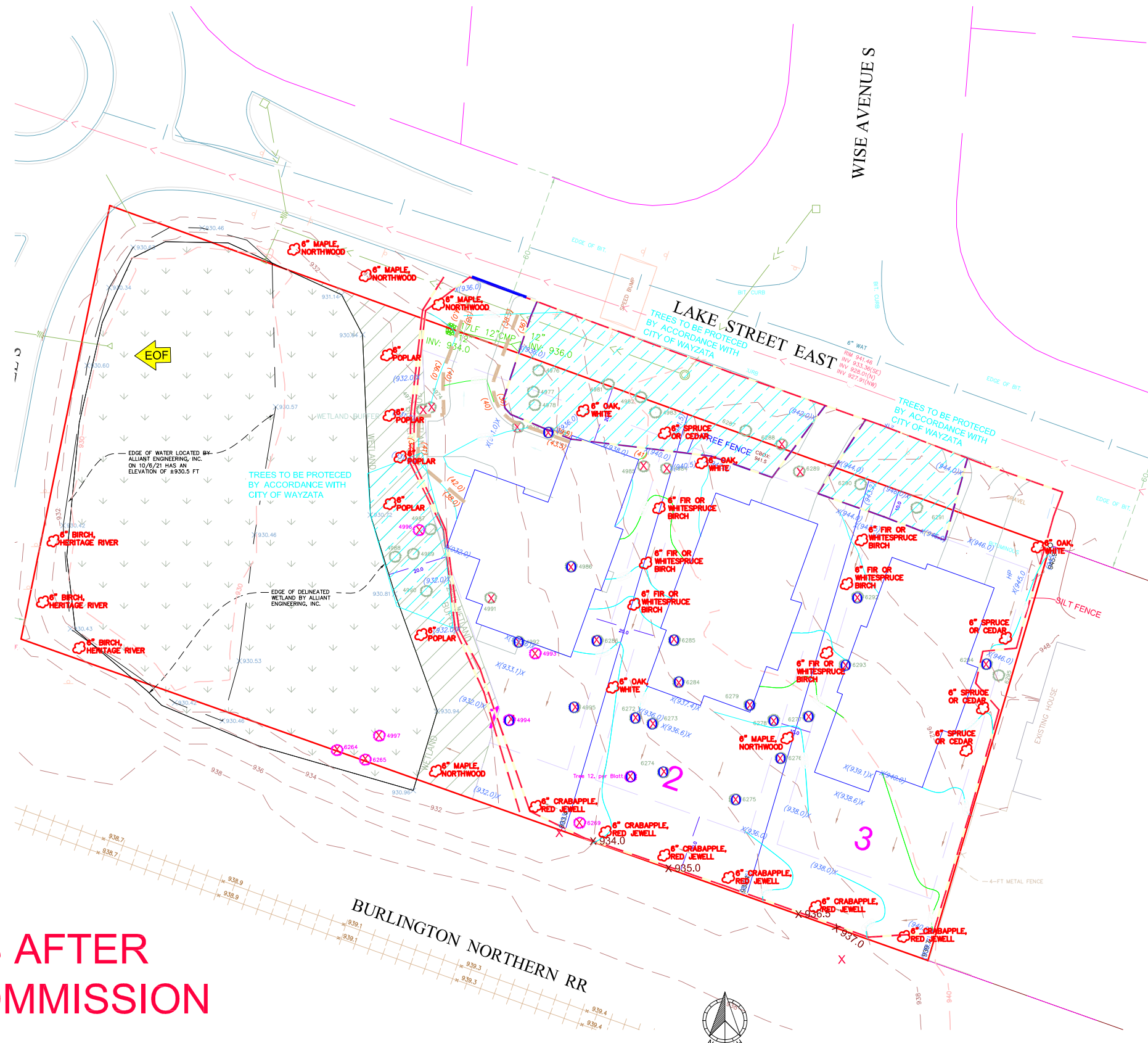
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and being 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on this plat.



SATHRE-BERGQUIST, INC.



Notes:
 1. SILT FENCE INSTALLED AROUND TREE 6295 SHALL NOT BE INSTALLED VIA TRENCHING OR MACHINE SLICING.
 2. ROOTS DAMAGE DURING CONSTRUCTION SHALL BE HAND PRUNED.

Notes:
 O Marks already removed trees
 x Trees to be removed

All Ash trees to be removed and are shown in Magenta.

REVISIONS AFTER PLANNING COMMISSION

Please refer to Brain McCullough's of AB Hardscape INC. landscape design for more details on tree species to be planted.

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
10142-012	1	CAW	11/15/2022	GRADING REVISIONS
DRAWN	2	CAW	12/7/2022	CITY COMMENTS
CAW	3	DLS	12/13/2022	CITY COMMENTS
CHECKED	4	JRS	12/19/2022	CITY COMMENTS
DLS	5	DLS	1/3/2023	CITY COMMENTS
DATE	6	CAW	2/2/2023	SAVE TREES
11/03/22	7	DLS	3/15/2023	TREE REVISIONS

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Daniel L. Schmidt
 Daniel L. Schmidt
 Date: 11/10/2022 Lic. No. 26147

ENGINEERS SURVEYORS
 DESIGNERS PLANNERS
SATHRE-BERGQUIST, INC.
 14000 25TH AVENUE NORTH, SUITE 120
 PLYMOUTH, MN 55447 (952) 476-6000

CITY PROJECT NO.

WAYZATA, MINNESOTA

TREE SURVEY
BLACK DOG HOMES ADDITION
BLACK DOG HOMES PROPERTIES, LLC

FILE NO.
 10142-012
TS
TS2

LOT 1

TAG #	DBH	Removed	Removed Heritage Trees	Already Removed	Saved	Offsite	Exempt	Species	Comments/Notes
4874	9	9						Ohio Buckeye	
4875	11	11						Ohio Buckeye	
4876	21				21			White Oak	
4877	22				22			White Oak	
4878	17				17			White Oak	
4879	18	18						White Oak	
4880	24			X			24	Northern Red Oak	Large limb missing at 20'. Probable heartwood decay
4881	20				20			Sugar Maple	
4882	14				14			Sugar Maple	
4883	10				10			Sugar Maple	
4884	22	22						White Oak	
4885	27				27			Sugar Maple	
4886	25	25	X					Bar Oak	
4887	34.5				34.5			Cottonwood	2x22
4888	23				23			Willow	
4889	14				14			Black Walnut	
4890	13				13			Bar Oak	
4891	32	32						Paper Birch	
4892	6	6	X					Green Ash	
4893	24				24			Green Ash	Complete structural failure. Mostly dead. Crown leaning in TREE 4894. High risk hazard tree
4894	26			X	26			Crab Apple	Extensive crown dieback, flexing on entire tree. Typical late stage SAB infestation.
4895	6	6	X					Crab Apple	
4896	8				8			Green Ash	
4897	12				12			Green Ash	
4898	18				18			Green Ash	12x6 leaning approx. 45 degrees. Root upheaval.
4899	10				10			Black Walnut	
4900	18				18			Black Walnut	Decay present from limb loss
4901	12				12			Green Ash	
4902	22				22			Bar Oak	
Caliper Inches	533.5	95	84		158.5	44	152		
Tree Count	6	3			8	3	9		

Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)	Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)
84	17	8	230	11	10
253.5			20		
158.5			96		91%
63%			47%		

MITIGATION SUMMARY

Category	Total	To Be Removed	Required Replacement	Total Mitigation
Significant Trees	230.00 inches	210.00 inches	51.3% of significant trees to be removed	230.00 inches
Heritage Trees	84 inches	30.5% of significant trees to be removed	25% removal allowance	84 inches
Total Mitigation	314.00 inches	239.5% of significant trees to be removed	25% removal allowance	314.00 inches
Fee-in-Lieu Required	\$ 17,540.00			\$ 17,540.00
Escrow Required	\$ 17,540.00			\$ 17,540.00

LOT 2

TAG #	DBH	Removed	Removed Heritage Trees	Already Removed	Saved	Offsite	Exempt	Species	Comments/Notes
6269	14						14	Green Ash	
6270	13					13		Red Elm	
6271	16					16		Bar Oak	
6272	24	24		X				Bar Oak	
6273	25	25		X				Bar Oak	
6274	27	27		X				White Oak	
6275	28					28		White Oak	Seams and fungi along main stem indicating decay
6276	25		25	X				Bar Oak	
6277	23	23		X				Bar Oak	
6278	15	15		X				Bar Oak	
6279	20	20		X				Bar Oak	
6280	19					19		Green Ash	
6281	15					15		Red Elm	
6282	16					16		Bovelder	Satellite dish installed on tree
6283	16					16		Black Locust	
6284	15	15		X				Bar Oak	
6285	24	24		X				Bar Oak	
6287	27					27		White Oak	
6288	13	13						Sugar Maple	
6289	24	24						White Oak	
6290	25				20			White Oak	
Caliper Inches	419	210	1		20	103	61		
Tree Count	10	1			1	6	3		

Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)	Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)
25	11	10	230	11	10
20			96		91%

MITIGATION SUMMARY

Category	Total	To Be Removed	Required Replacement	Total Mitigation
Significant Trees	230.00 inches	210.00 inches	51.3% of significant trees to be removed	230.00 inches
Heritage Trees	84 inches	30.5% of significant trees to be removed	25% removal allowance	84 inches
Total Mitigation	314.00 inches	239.5% of significant trees to be removed	25% removal allowance	314.00 inches
Fee-in-Lieu Required	\$ 23,780.00			\$ 23,780.00
Escrow Required	\$ 23,780.00			\$ 23,780.00

LOT 3

TAG #	DBH	Removed	Removed Heritage Trees	Already Removed	Saved	Offsite	Exempt	Species	Comments/Notes
6291	29				29			White Oak	
6292	26		26	X				Sugar Maple	
6293	30		30	X				White Oak	
6294	38	38		X				White Oak	
6295	26				26			White Oak	
6296	32				32			Bar Oak	
6297	32				32			Bar Oak	
Caliper Inches	183	38	56		55	32	12		Adj 12" DBH / Fair condition
Tree Count	1	2			2	1	1		

Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)	Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)
56	4	2	83	4	2
66%			55		50%

MITIGATION SUMMARY

Category	Total	To Be Removed	Required Replacement	Total Mitigation
Significant Trees	83.00 inches	28.00 inches	0.0% of significant trees to be removed	83.00 inches
Heritage Trees	56 inches	25% removal allowance	7.25 inches	56 inches
Total Mitigation	139.25 inches	25.75% of significant trees to be removed	25.75 inches	139.25 inches
Fee-in-Lieu Required	\$ 10,440.00			\$ 10,440.00
Escrow Required	\$ 10,440.00			\$ 10,440.00

COMBINED

TAG #	DBH	Removed	Removed Heritage Trees	Already Removed	Saved	Offsite	Exempt	Species	Comments/Notes	Bratt Arborist Tag	Bratt Arborist Comments - Trees to be removed
4874	9	9						Ohio Buckeye			
4875	11	11						Ohio Buckeye			
4876	21				21			White Oak			
4877	22				22			White Oak			
4878	17				17			White Oak			
4879	18	18						White Oak			
4880	24			X			24	Northern Red Oak	Large limb missing at 20'. Probable heartwood decay	1	Red Oak 24" DBH / Structurally defective - no top
4881	20				20			Sugar Maple			
4882	14				14			Sugar Maple			
4883	10				10			Sugar Maple			
4884	22	22						White Oak			
4885	27				27			Sugar Maple			
4886	25	25	X					Sugar Maple			
4887	34.5				34.5			Cottonwood	2x22		
4888	23				23			Willow			
4889	14				14			Black Walnut			
4890	13				13			Bar Oak			
4891	32	32						Paper Birch			
4892	6	6	X					Green Ash			
4893	24				24			Green Ash	Complete structural failure. Mostly dead. Crown leaning in TREE 4894. High risk hazard tree	1	Adj 30" DBH / No top. Structurally defective
4894	26			X	26			Crab Apple	Extensive crown dieback, flexing on entire tree. Typical late stage SAB infestation.	4	Adj 26" DBH / Dead top
4895	6	6	X					Crab Apple			
4896	8				8			Green Ash			
4897	12				12			Green Ash			
4898	18				18			Green Ash			
4899	10				10			Black Walnut			
4900	18				18			Black Walnut	Decay present from limb loss		
4901	12				12			Green Ash			
4902	22				22			Bar Oak			
Caliper Inches	533.5	95	84		158.5	44	152				
Tree Count	6	3			8	3	9				

Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)	Heritage Trees (Inches)	Total Counted Trees (Inches)	Total Saved Trees (Inches)
84	17	8	230	11	10
253.5			20		
158.5			96		91%
63%			47%		

MITIGATION SUMMARY

Category	Total	To Be Removed	Required Replacement	Total Mitigation
Significant Trees	314.00 inches	239.50 inches	56.8% of significant trees to be removed	314.00 inches
Heritage Trees	84 inches	30.5% of significant trees to be removed	25% removal allowance	84 inches
Total Mitigation	400.00 inches	270.0% of significant trees to be removed	25% removal allowance	400.00 inches
Fee-in-Lieu Required	\$ 52,780.00			\$ 52,780.00
Escrow Required	\$ 52,780.00			\$ 52,780.00

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
10142-012	1	CAW	11/15/2022	GRADING REVISIONS
DRAWN	2	CAW	12/7/2022	CITY COMMENTS
CAW	3	DLS	12/13/2022	CITY COMMENTS
CHECKED	4	JRS	12/19/2022	CITY COMMENTS
DLS	5	DLS	1/3/2023	CITY COMMENTS
DATE	6	CAW	2/2/2023	SAVE TREES
11/03/22	7	DLS	3/15/2023	TREE REVISIONS

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L. Schmidt
 Daniel L. Schmidt
 Date: 11/10/2022 Lic. No. 26147



SATHRE-BERGQUIST, INC.
 14000 25TH AVENUE NORTH, SUITE 120
 PLYMOUTH, MN 55447 (952) 476-6000

CITY PROJECT NO.

WAYZATA, MINNESOTA

TREE SURVEY
BLACK DOG HOMES ADDITION
BLACK DOG HOMES PROPERTIES, LLC

FILE NO.
 10142-012
TS2
TS2

March 29, 2023

Via Email (egoellner@wayzata.org)

City Council
City of Wayzata
600 Rice Street East
Wayzata, MN 55391

Re: Application to Subdivide 1030 Lake Street East

Dear Mayor Mouton and Members of the City Council:

We represent Jacy and Jason Grais, who reside at 1044 Lake Street East, which is immediately to the east of 1030 Lake Street East (“the Property”). The Property is currently the site of a single-family residence and detached garage along with a large wetland. Black Dog Homes Properties, LLC, recently purchased the Property with plans to demolish the existing house and replace it with three new single-family residences. To that end, Black Dog Homes Properties has submitted an application to subdivide the Property into three lots (“the Application”).

Our clients share many of the concerns about this project that have been expressed at public meetings and correspondence to the City, including concerns about overbuilding the Property, loss of trees, and the unsuitability of the proposed building sites in this particular location. In addition to those concerns, there are a number of legal impediments to approving the Application. For the following reasons, the Application must be denied.

1. The proposed subdivision must be denied because the residential density it would establish is beyond what is permitted in the 2040 Comprehensive Plan.

The Subdivision Ordinance establishes that “[a] proposed subdivision shall conform to the Comprehensive Plan[.]” Section 1006.01 (emphasis added). The proposed subdivision is not in conformity with the Comprehensive Plan because it would create lots with a greater residential density than the density level permitted by the Plan.

a. The 2040 Comprehensive Plan caps density on the proposed lots at 3 dwelling units per acre.

It is undisputed that the Comprehensive Plan guides the Property as Low-Density Residential and that Low-Density Residential guiding limits density to 1-3 dwelling units per acre. It has been suggested that the City Council can disregard 1-3 unit density cap, however, and proponents of this position have made two arguments in support of that position. Both of those arguments are wrong.

First, the Applicant has argued that the only density rules that matter are those found in the current zoning for the Property, which is R-3A. That zoning classification allows a minimum lot size of 9,000 square feet, which translates to 4 units per acre.¹ Staff has also endorsed this view, but it is plainly inconsistent with Minnesota law. The Minnesota Supreme Court has repeatedly made clear that a comprehensive plan has primacy over a zoning ordinance. See, e.g., *State by Smart Growth Minneapolis v. City of Minneapolis*, 954 N.W.2d 584, 596 (Minn. 2021) (“The conduct of adopting a comprehensive plan has the direct effect of controlling a city’s land use development because the plan becomes supreme vis-à-vis zoning ordinances”); *Mendota Golf, LLP v. City of Mendota Heights*, 708 N.W.2d 162, 175 (Minn. 2006) (“comprehensive plan constitutes the primary land use control for cities and supersedes all other municipal regulations”). And this primacy of comprehensive plans over zoning is further anchored in Minnesota statutes. See Minn. Stat. § 473.859, subd. 1 (comprehensive plan contains objectives, policies, standards, and programs to guide public and private land use); Minn. Stat. § 462.357, subd. 1 (zoning ordinances execute the policies and goals of the comprehensive plan); Minn. Stat. § 473.865, subds. 2, 3 (a municipality should not adopt zoning in conflict with its comprehensive plan, and a zoning ordinance that conflicts with a comprehensive plan should be amended). Put simply, the City is required to apply the density cap in its Comprehensive Plan and has no discretion to deviate from that cap in favor of a less-restrictive standard in the Zoning Ordinance.

Second, it has been suggested that the Low-Density Residential guiding for the Property in the 2040 Plan was an “error” and that properties on the south side of this segment of Lake Street should have been guided Central Core Residential like the properties on the north side of the street. Central Core Residential guiding allows the level of density proposed for the new lots.

This argument is not based on any facts in the record, and it is inconsistent with the 2040 Plan itself. The Plan expressly states that Low-Density Residential guiding is intended for lots greater than 14,520 square feet in area, and the Property is larger than 14,520 square feet. In contrast, the properties that front on the north side of Lake Street are smaller than 14,520 square feet. It is also common in Wayzata, as elsewhere, for a street to separate two zoning districts, so that properties on opposite sides of a street are zoned or guided differently. This can be seen elsewhere on Lake Street and along nearby LaSalle Street and Bushaway Road.

It is also clear that the guiding for the Property wasn’t the result of an oversight on a single map. In addition to the 2040 Land Use Plan map that depicts the Property as guided Low-Density Residential (Figure 3.2), the 2040 Plan also includes two other maps – Figures 3.3 and 3.4 – that graphically depict all of the parcels in the City that received a guiding in the new plan that deviated from previous guiding in the 2030 Plan. These maps show properties on the north side of Lake Street having been reguided to Central Core Residential. Thus, the fact that the Property would be guided differently from parcels on the north side of Lake Street was clearly depicted in several parts of the 2040 Plan, including on no less than three different maps.

But even if there were an argument that a mistake had been made, that would not provide a legal basis for disregarding the 2040 Plan, which was duly approved and enacted by the City Council following a public hearing. The 2040 Plan is now part of the governing law in Wayzata,

¹ The Zoning Ordinance requires density levels to be rounded down to the nearest whole number. See Section 902.01(G) (“When calculating density, any fraction of a number shall not constitute an additional dwelling unit.”)

and the rule of law does not allow City officials to disregard the law because they believe it to be “erroneous.”

In sum, the 2040 Plan caps density at 3 units per acre for the Lots, and that density cap governs the Application.

b. Two of the proposed Lots exceed the allowable density.

Lots 2 and 3, at 0.22 acres each, are proposed to be developed at a density 4 units per acre. That level of density is not permitted under the 2040 Plan.

The staff presentation at the March 7 Council meeting arrived at a different density figure and did so by calculating the density across the proposed subdivision as a whole rather than considering the density of each of the individual lots. That is not permissible. The Subdivision Ordinance plainly requires every proposed subdivision to meet the minimum “lot area, width and depth” requirements. See Section 1006.04. The Zoning Ordinance does recognize an exception to that rule, where density may be calculated on a project-wide basis, but this extends only to multi-family residential uses. That exception is found in Section 919.07, which provides:

The lot area per unit requirement for two family, townhouses, quadraminiums, manor homes, apartments and planned unit developments shall be calculated on the basis of the total area in the project and as controlled by an individual and joint ownership as per the specific zoning district regulation.

This shows that the issue of whether and when to permit project-wide density calculations was considered at the time of adoption of Section 919.07, and the City Council of the day expressly chose to permit that approach only with respect to multi-family housing and planned-unit developments. And this approach makes sense. Single-family residential districts are designed to prevent crowding and to preserve privacy and open-space in ways that multi-family districts are not, and these goals could be undermined if the allowable density were determined by the overall density of a subdivision.

Because the proposed density of Lots 2 and 3 would exceed the permitted maximum density of three units per acre, the Application must be denied.

2. The proposed subdivision may violate shoreland rules.

Because it is located within 1,000 of the ordinary high-water level of Lake Minnetonka, the Property is subject to state and city shoreland rules. Both sets of rules impose minimum area and lot width requirements that lots 2 and 3 do not meet. The City’s rules create an exception from those requirements for residential properties, but the City is permitted to deviate from the State’s requirements only upon express approval by the DNR Commissioner. There is no evidence that such approval has been granted.

a. State shoreland rules do not allow two of the proposed lots.

The State of Minnesota has enacted administrative rules that govern the subdivision, development and use of shoreland areas. See Minn. R. Part 6120. The State rules constitute “minimum standards and criteria,” and they “apply to those shorelands of public waters of the state which are subject to local government land use controls.” Minn. R. 6120.2800, subp. 1.

“Each local government,” such as the city of Wayzata, “is responsible for administration and enforcement of its shoreland management controls adopted in compliance with these standards and criteria.” *Id.*

The Property is protected Shoreland under the State rules because it is located within 1,000 feet of the ordinary high-water level of Lake Minnetonka. See Minn. R. 6120.2500, subp. 15. In Shoreland areas, the state rules impose a minimum lot size of 10,000 square feet and a minimum lot width of 75 feet for single-family residential lots on non-riparian lots with municipal sewer service. See Minn. R. 6120.3300, subp. 2a(F). Lots 2 and 3 do not meet these requirements.

b. The City’s shoreland rules allow the proposed lot sizes and density, but they may not have received the required approval of the DNR commissioner.

The City has its own shoreland standards, set forth in the Zoning Ordinance, and those standards include the same minimum lot size and width requirements found in the state rules. See Sec. 991.08(A). But the City’s ordinance purports to exempt residential lots from those requirements and require residential lots to meet only the non-shoreland dimensional and density requirements. See Sec. 991.12.

State rules permit a local government to adopt standards that deviate from the state rules, but that is allowed only with express written approval of the Commissioner of the Department of Natural Resources. See Minn. R. 6120.2800, Subp. 3C. The record in this matter does not include any evidence that the DNR Commissioner has authorized the City to deviate from the State shoreland rules. Without such authorization, the proposed subdivision would have to be denied because Lots 2 and 3 are less than 75 feet wide and less than 10,000 square feet in area.

Before approving the Application, the City Council should require staff to demonstrate that the DNR Commissioner has approved the City’s alternative minimum lot and width sizes for residential properties in the shoreland. If that has not occurred, the Application must be denied.

3. The City has failed to give the DNR an opportunity to weigh in on the Application, in violation of the Zoning Ordinance.

The Zoning Ordinance provides that

[c]opies of all notices of any public hearings to consider subdivisions/plats ... shall be sent to the Commissioner or the Commissioner’s designated representative and postmarked at least ten days before the hearings. Notices of hearings to consider proposed subdivisions/plats shall include copies of the subdivision/plat.

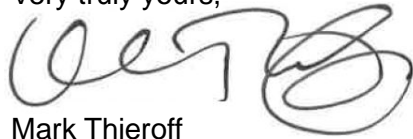
Sec. 991.22(A). The purpose of this requirement is to ensure that the state agency in charge of protecting Minnesota’s lakes has an opportunity to weigh in on proposed subdivisions of shoreland. Despite this requirement, the DNR’s West Metro Area Hydrologist has confirmed that the DNR did not receive notice of this Application. (See copy of email enclosed.) Because of this failing, the City should at a minimum seek the consent of the Applicant to extend the

statutory deadline for approving the proposed subdivision to allow time for the required public hearing following notice to the DNR.

Conclusion

Because each of the lots in the proposed subdivision must comply with the density requirements of the 2040 Comprehensive Plan, and because at a minimum proposed lots 2 and 3 exceed the density allowed by the 2040 Plan, the Graises respectfully submit that the Application must be denied on this basis alone.

Very truly yours,

A handwritten signature in black ink, appearing to read 'M. Thieroff', written over a faint, illegible typed name.

Mark Thieroff

612-337-6102 | Direct
markthieroff@siegelbrill.com

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

Mark Thieroff

From: Saunders-Pearce, Wes (DNR) <Wes.Saunders-Pearce@state.mn.us>
Sent: Monday, March 27, 2023 1:10 PM
To: Mark Thieroff
Subject: RE: City of Wayzata

Mark,

It does not appear that I received a public hearing notice for this subdivision application.

Wes Saunders-Pearce, CFM

North Metro Area Hydrologist | Ecological and Water Resources
Anoka & Hennepin Counties

Minnesota Department of Natural Resources

1200 Warner Road
Saint Paul, MN 55106
Phone: 651-259-5822



Public Comment

From: jnelson9215@comcast.net
Sent: Wednesday, March 29, 2023 3:47 PM
To: Public Comment
Subject: Re Proposed Subdivision at 1030 Lake Street E on April 4th agenda of city council

RE: Proposed subdivision at 1030 Lake Street E on April 4th agenda of city council

Dear Mayor Mouton and members of the Wayzata City Council,

The 2040 Comprehensive Plan for the city of Wayzata states that “Fostering charm in a community known for its small town character requires intentionality and purpose. A stronger focus on design- sending developers back to the proverbial drawing table to bring a more tasteful proposal- is a check that would go a long way.” (p.I-5) Another section states “68 percent of respondents believe that Wayzata should ‘Aggressively pursue new sustainability actions and focus’.” (p.I-7)

Libby and I have previously voiced our concerns regarding the proposed subdivision at 1030 Lake Street E. We have expressed how we believe the proposed subdivision violates the intent and spirit of the Comprehensive Plan given the issues of the small sizes of lots 2 and 3, the lack of adequate consideration of the tree ordinance, the traffic issue, and the wetlands issue-especially given the closeness to Lake Minnetonka.

Now we are aware of the formal legal opinion of Mark Thieroff of Siegel Brill PA that was requested by our neighbors Jacy and Jason Grais and submitted today for inclusion in the April 4th council packet. This letter clearly outlines the applicable state law and local ordinances and the case law in this area. Given this, we expect that the council at its April 4th meeting will unanimously vote to deny the current application for subdivision.

If that action is not taken and the council effectively approves the subdivision whether by voting for it or by having a deadlocked decision, the council is only inviting our neighborhood to take legal action to appeal such a wrong decision.

We all must follow the applicable laws and regulations.

Thank you for your time and effort.

Sincerely,

Jeffrey Nelson and Elizabeth Cameron
1037 Lake Street E.

Public Comment

From: kniehaus16@gmail.com
Sent: Tuesday, March 21, 2023 1:56 PM
To: Public Comment; Emily Goellner
Subject: subdivision 1030 Lake Street

This proposal is 1 block from our home at 310 Wise Ave.

We urge the city council to remove this vote from the consent agenda tonight and send it back to the planning commission. This issue is complex with a lot of ambiguity and confusion and deserves a more comprehensive review and debate.

Steve and Kristine Niehaus
310 Wise

Sent from [Mail](#) for Windows

Public Comment

From: Chester B Whitley PhD MD <whitley@umn.edu>

Sent: Wednesday, March 29, 2023 4:11 PM

To: Johanna Mouton <johannamccarthy@wayzata.org>; Molly MacDonald <mmacDonald@wayzata.org>; Alex Plechash <alexplechash@wayzata.org>; Emily Goellner <egoellner@wayzata.org>; Cathy Iverson <cathyiverson@wayzata.org>; Jeffrey Parkhill <jeffreyparkhill@wayzata.org>

Cc: Jacy; Ana Johnson; Ariel Johnson; Kristine Neihaus; Jason Grais; David Gagne; Josie Utz; Sherry Mark; Jeff Nelson; Sherry Penny; Jeanine Renae Jarnes

Subject: 1030 Lake Street East at April 4 City Council meeting

Mayor Mouton, Members of the City Council, and Emily Goellner:

As a resident of Wayzata with interest in the matter of the improper subdivision of 1030 Lake Street East, I request that I and other neighbors, and our representatives, be given an opportunity to comment on this matter at the upcoming April 4, 2023 City Council meeting, and make these comments prior to any vote on the motion to subdivide that property.

As part of that commentary, I ask that you display for the public view the attached illustration, and possibly a small number of other illustrations we may offer, that are relevant to the discussion. As the builder proposing this subdivision has presented numerous graphical materials to the council, and the interested neighbors opposing this subdivision have not presented any, I believe an equitable presentation of one or a few illustrations by me and others opposed, would be important.

I and my neighbors would be grateful for the opportunity to discuss the improper subdivision of 1030 Lake Street East, an important issue that will negatively impact the long term development and character of Wayzata in the neighborhood, and adjacent downtown center of Wayzata itself.

With warmest regards,

Chet

Chester Whitley
1050 Lake Street East
Wayzata MN 55391
Mobile: 612-991-1148





City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2023	AGENDA ITEM: 9.a
TITLE: Consider Award of Contracts for Panoway Boardwalk Construction and Installation Project	
PROPOSED MOTION: To Award Four (4) Separate Contracts for Construction of the Panoway Boardwalk Project:	
<ol style="list-style-type: none"> 1. Structural Steel contract to Construction Systems Inc. in the amount of \$1,985,931 2. Electrical contract to Laketown Electric Corporation in the amount of \$96,000 3. Carpentry contract to Ebert, Inc. dba Ebert Construction in the amount of \$693,200 4. Sitework & Panoway Structure Installation contract to Zenith Tech, Inc. in the amount of \$4,370,000 	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends awarding the four contracts related to the construction of the boardwalk and not taking any action on the contract associated with the docks.

FINANCIAL OR BUDGET CONSIDERATION:

Panoway Phase 2A (Boardwalk and Docks) construction will be funded using a combination of non-general levy sources including State Bonding Funds, Tax Increment Financing, and donations from the Wayzata Conservancy. Attached is an updated summary of the Sources and Uses, based on the lowest base bids received.

Essentially, the boardwalk portion of the project is right on budget. However, the dock portion of the project is significantly over. Please note that staff and the consultant team will be working with the vendors on opportunities to get the expenses to or below the estimated budget, following bid approval. The City would need to come back to the Council with alternatives if ultimately more funds are needed for the docks.

BACKGROUND:

On January 4, 2023, the Council authorized the solicitation of bids for Panoway Phase 2A, which includes the Boardwalk and Community Docks. The project team determined that the best way to bid the project out was through two (2) solicitations/bid packages; one for materials (precast concrete and structural steel) and one for implementation (installation and finishes).

On Tuesday, February 14, staff opened bids for the solicitations regarding materials; precast concrete and steel. The Council awarded the precast concrete contract and deferred a decision about the steel contract at the February 21 meeting. Since then, staff and the consultant team has evaluated the steel bids and, based on the life-span, aesthetics, and amount of maintenance required, the team recommends acceptance of the Base Bid for stainless steel in the amount of \$1,985,931.00, only.

On Thursday, March 23, staff opened bids for four (4) additional work scopes: Electrical, Carpentry, Sitework & Panoway Structure Installation, and Dock Supply and Install. A summary of the bids for each of the work scopes can be found below and attached.

Boardwalk---Carpentry Package	Base Bid
Ebert Inc. dba Ebert Construction	\$693,200.00
J.F. Brennan, Inc	\$732,000.00
Parkos Construction Company	\$818,600.00
Tonka Built, LLC	\$1,216,842.36

Acoustics Associates, Inc.	\$1,650,000.00
<i>Kraus Anderson Estimate</i>	<i>\$710,450.00</i>

Boardwalk---Electrical Package	Base Bid
Laketown Electric Corporation	\$96,000.00
<i>Kraus Anderson Estimate</i>	<i>\$85,000.00</i>

Boardwalk---Sitework & Structure Installation	Base Bid
Zenith Tech, Inc.	\$4,370,000.00
J.F. Brennan, Inc.	\$6,290,000.00
<i>Kraus Anderson Estimate</i>	<i>\$4,688,800.00</i>

<u>Dock---Supply and Install</u>	<u>Base Bid</u>	<u>Alternate-omit Depot Dock</u>
J.F. Brennan, Inc.	\$2,590,000.00	
Tonka Built, LLC	\$3,954,769.50	(\$1,476,318.25)
<i>Kraus Anderson Estimate</i>	<i>\$2,050,000.00</i>	<i>(\$860,000.00)</i>

Overall, with the base bids of all currently bid projects, the construction costs are approximately \$540,000 over the 50% CD estimate provided to the Council in January, primarily related to the construction of the docks. As was done previously with the steel bid, staff would like to hold off on acting on the dock bid in order to gather more information and determine how best to proceed.

Staff and the consultant team feel that with already suggested Value Engineering (VE) proposals from our steel vendor, as well as additional VE possibilities related to installation and site logistics, a more balanced construction budget may be achieved. Additionally, now that real construction bids have been provided, a reduction in contingency may be warranted, as well as a reduction in permit fees and other soft costs.

A memo from Kraus Anderson is attached for reference, providing further explanation of the aforementioned bids and their recommendation.

Next Steps

- Award sale of Temporary TIF Bonds---April 4
- Consider Contract Amendment from Kraus Anderson for Construction Management Services---April 18
- Consider Agreement with Conservancy on funding of Maintenance and Operations for the Boardwalk---April 18
- Consider Communications and Logistics Plan for Boardwalk and Docks---April/May
- Receive final permit approvals---May
- Construction of Railroad Crossing Improvements---May/June
- Construction commences on Boardwalk and Docks---June
- Consider Transient Dock Operations Policies---Summer

ATTACHMENTS:

1. Bid Tabulations
2. Kraus Anderson - Bid Recommendation Letter
3. Copy of Panway Phase 2 Funding 3.30.23

PANOWAY ON WAYZATA BAY

BP #2

BID TABULATIONS

March 23, 2023 at 2:00PM

OWNER: City of Wayzata

ARCHITECT: Civitas

WORK SCOPE # 06-A: Carpentry Package

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	CM Estimate	Ebert, Inc. dba Ebert Construction	J.F. Brennan Company, Inc.	Parkos Construction Company	Tonka Built, LLC	Acoustics Associates, Inc.
BID SECURITY		Bond	Bond	Bond	Bond	Bond
ADDENDA REC'D.		1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4
BASE BID	\$710,450.00	\$693,200.00	\$732,000.00	\$818,600.00	\$1,216,842.36	\$1,650,000.00
COMBINED BASE BID		n/a	6A, 31A, 32A \$9,612,000.00	n/a	6A, 32A - \$5,121,611.86	n/a
LF of piling system installed		n/a		n/a	n/a	n/a
Weekly Rates for barge/crane (operated)		n/a	\$6,799.60	n/a	n/a	n/a
ALT #1 - GALVANIZED STEEL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ALT #2 - Omit the construction of the Depot Docks		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



PANOWAY ON WAYZATA BAY
BP #2

BID TABULATIONS
March 23, 2023 at 2:00PM

OWNER: City of Wayzata
ARCHITECT: Civitas

WORK SCOPE # 26-A: Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	CM Estimate	Laketown Electric Corporation				
BID SECURITY		Bond				
ADDENDA REC'D.		1,2,3,4				
BASE BID	\$85,000.00	\$96,000.00				
COMBINED BASE BID		n/a				
LF of piling system installed		n/a				
Weekly Rates for barge/crane (operated)		n/a				
ALT #1 - GALVANIZED STEEL		\$0.00				
ALT #2 - Omit the construction of the Depot Docks		\$0.00				

OWNER: City of Wayzata
ARCHITECT: Civitas

WORK SCOPE # 31-A: Sitework & Panoway Structure Installation

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	CM Estimates	Zenith Tech, Inc.	J.F. Brennan Company, Inc.			
BID SECURITY		Bond	Bond			
ADDENDA REC'D.		1,2,3,4	1,2,3,4			
BASE BID	\$4,688,800.00	\$4,370,000.00	\$6,290,000.00			
COMBINED BASE BID		n/a	6A, 31A, 32A \$9,612,000.00			
LF of piling system installed		\$360.00/LF				
Weekly Rates for barge/crane (operated)		\$25,000.00/Week	\$6,799.60			
ALT #1 - GALVANIZED STEEL		\$0.00	\$0.00			
ALT #2 - Omit the construction of the Depot Docks		\$0.00	\$0.00			



PANOWAY ON WAYZATA BAY

BP #2

BID TABULATIONS

March 23, 2023 at 2:00PM

OWNER: City of Wayzata

ARCHITECT: Civitas

WORK SCOPE # 32-A: Dock Supply and Install

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	CM Estimate	J.F. Brennan Company, Inc.	Tonka Built, LLC			
BID SECURITY		Bond	Bond			
ADDENDA REC'D.		1,2,3,4	1,2,3,4			
BASE BID	\$2,050,000.00	\$2,590,000.00	\$3,954,769.50			
COMBINED BASE BID		6A, 31A, 32A \$9,612,000.00	6A, 32A - \$5,121,611.86			
LF of piling system installed			n/a			
Weekly Rates for barge/crane (operated)		\$6,799.60	n/a			
ALT #1 - GALVANIZED STEEL		\$0.00	\$0.00			
ALT #2 - Omit the construction of the Depot Docks		\$0.00	(\$1,476,318.25)			

March 29, 2023

Mr. Mike Kelly
 City of Wayzata
 600 Rice Street East
 Wayzata, MN 55391

RE: Panoway on Wayzata Bay Bid Package #2 - Contract Award Option Recommendations

Dear Mr. Kelly:

This letter is concerning the contract award options for the Panoway on Wayzata Bay Bid Package #2 project that was bid on March 23rd, 2023. Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their bid amounts.

Kraus Anderson’s estimate for Carpentry work was \$710,450.00.
 Kraus Anderson’s estimate for Electrical work was \$85,000.00.
 Kraus Anderson’s estimate for Sitework & Panoway Structure Install work was \$4,688,800.00.
 Engineer’s estimate for Dock work was \$2,050,000.00.

Work Scope		Contractor, City, State		Bid Amount
WS 06-A	Carpentry – Material & Install	Ebert Inc dba Ebert Companies, Corcoran, MN	Base Bid	\$693,200.00
WS 26-A	Electrical	Laketown Electric, Waconia, MN	Base Bid	\$96,000.00
WS 31-A	Sitework & Panoway Structure Installation	Zenith Tech Inc., Waukesha, WI	Base Bid	\$4,370,000.00
WS 32-A	Dock Supply & Install	JF Brennan Company, Inc, LaCrosse, WI	Base Bid	\$2,590,000.00

Kraus Anderson recommends award of the Carpentry contract to Ebert Inc dba Ebert Companies in the amount of \$693,200.00

Kraus Anderson recommends award of the Electrical contract to Laketown Electric in the amount of \$96,000.00

Kraus Anderson recommends award of the Sitework & Panoway Structure Insall contract to Zenith Tech Inc. in the amount of \$4,370,000.00

Kraus Anderson recommends award of the Dock Supply and Install contract to JF Brennan Company in the amount of \$2,590,000.00

Kraus-Anderson also recommends at this time the award of WS-04A – Steel Supply to Construction Systems Inc in the amount of \$1,985,931.00.

We have enclosed the Bid Tabulation sheets that reflect the bids received.

If you have any questions regarding this information, please do not hesitate to contact me at 612-747-5357.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Mark Kotten
Construction Executive, Public Sector



Panoway Phase 2a Funding Plan

	Estimated Total from 2/23	Updated with Actuals from All Bid Packages	\$ Change	% Change
Phase 2a Detailed Sources and Uses---3/30/23				
Phase 2a Uses (Costs)				
<u>Boardwalk</u>				
Boardwalk---Bid Package #1 Fabrication and Delivery of Precast and Steel	\$ 1,988,000	\$ 2,273,000	\$ 285,000	14.3%
Boardwalk---Bid Package #2 Construction and Installation	\$ 5,432,000	\$ 5,159,200	\$ (272,800)	-5.0%
Boardwalk Sources Total	\$ 7,420,000	\$ 7,432,200	\$ 12,200	0.2%
<u>Docks</u>				
Docks---Bid Package #2 Construction and Installation	\$ 2,050,000	\$ 2,590,000	\$ 540,000	26.3%
<u>Soft Costs</u>				
Design, Contingency, and Construction Management	\$ 1,690,000	\$ 1,776,000	\$ 86,000	5.1%
Total Project Costs	\$ 11,160,000	\$ 11,798,200	\$ 638,200	5.7%
<u>Bid Alternates and Value Engineering Opportunities</u>				
<u>Bid Alternates</u>				
Bid Alternate of Delaying Depot Docks to Phase 3	\$ (860,000)	\$ -		
Bid Alternate of Galvanized Steel versus Stainless Steel	\$ (230,000)	\$ (408,000)		
Bid Alternates Total	\$ (1,090,000)	\$ (408,000)		
<u>Value Engineering Opportunities*</u>				
Railing Design	\$ -	\$ (230,000)		
Site Logistics	\$ -	\$?		
Dock Design	\$ -	\$ (500,000)		
Others	\$ -	\$?		
Value Engineering Total*	\$ -	\$ (730,000)		
Bid Alternates and Value Engineering Total	\$ (1,090,000)	\$ (1,138,000)		
Total Project Costs with Bid Alternates	\$ 10,070,000	\$ 10,660,200		
Phase 2a Sources (Secured Funding)				
Tax Increment Bonds	\$ 6,000,000	\$ 6,000,000		
Conservancy Donation Revenue	\$ 500,000	\$ 500,000		
Lakefront CIP Reserves	\$ 200,000	\$ 200,000		
State of MN Bonding Bill	\$ 4,000,000	\$ 4,000,000		
Total Secured Project Funding	\$ 10,700,000	\$ 10,700,000		
Excess (deficient) Sources Over (under) Project Uses	\$ (460,000)	\$ (1,098,200)		
Excess (deficient) Sources Over (under) Project Uses w/Bid Alternates and Value Engineering	\$ 630,000	\$ 39,800		
<u>Unsecured/Future Potential Project Sources for Phase 2a and Future Phases</u>				
Sales Tax Exemption	\$ 1,140,000			
State of MN Bonding Bill	\$ 8,280,000			
Conservancy Donation Revenue	\$ 500,000			
LCCMR Grant	\$ 200,000			
Total Unsecured/Future Potential Project Sources	\$ 10,120,000			

* Value Engineering items need to be further explored, after the bids are awarded, via change order to the project at a later date.



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2023	AGENDA ITEM: 9.b
TITLE: <u>Consider Adoption of Resolution 20-2023 Providing for the Sale of General Obligation Temporary Tax Increment Financing Bonds, Series 2023A</u>	
PROPOSED MOTION: To Adopt Resolution 20-2023 Resolution Relating to General Obligation Temporary Tax Increment Bonds, Series 2023A and Authorizing the Issuance, Awarding the Sale, Fixing the Form and Details, and Providing for the Execution and Delivery Thereof and Security Therefor	
PREPARED BY: Jeffrey Dahl, City Manager	
REVIEWED BY: N/A	

ACTION REQUESTED:

Staff recommends adoption of the resolution.

FINANCIAL OR BUDGET CONSIDERATION:

This bond, which will contribute a net of approximately \$6 mil to the project, will be entirely funded by increment generated from Tax Increment Financing District #6 over the life of the district. It is planned that this bond will be refinanced and the amount reduced based on updated Panoway Phase 2a sources and uses.

BACKGROUND:

At the February 21 meeting, the City Council approved the first reading of Ordinance 824 that authorized the issuance of G.O. Temporary TIF Bonds for Panoway on Wayzata Bay and adopted Resolution 12-2023 which authorized the sale. Since then, the second reading was approved and the ordinance was adopted. In addition, in late March a rating call was conducted by Standard and Poor's which ultimately confirmed retaining the City's stellar financial bond rating of AAA. The next step of this funding process is to award the sale of the bonds which will be conducted during the day on Tuesday, April 4th. The updated amount of the sale will be known at that time.

Stacie Kvilvang of Ehlers and Associates will be at the meeting to go over the results of the sale. Please see the staff report from the February 21 Council Meeting for more background information.

ATTACHMENTS:

1. Resolution 20-2023 (AMENDED)
2. Resolution 20-2023 (REDLINE)

RESOLUTION NO. 20-2023

RESOLUTION RELATING TO \$6,555,000 GENERAL OBLIGATION TEMPORARY TAX INCREMENT BONDS, SERIES 2023A; AUTHORIZING THE ISSUANCE, AWARDING THE SALE, FIXING THE FORM AND DETAILS, PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Council (the "Council") of the City of Wayzata, Minnesota (the "City"), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. Pursuant to a resolution adopted February 21, 2023, and an ordinance passed and approved on second reading on March 7, 2023, this Council authorized the issuance of its General Obligation Temporary Tax Increment Bonds, Series 2023A, of the City (the "Bonds"), pursuant to Minnesota Statutes, Section 469.178, Chapter 475, as amended, and Minnesota Laws 2021, 1st Special Session, Chapter 14, Article 9, Section 11, for the purpose of financing the design and construction of the lakefront pedestrian walkway and community transient lake public access infrastructure (the "Improvements") related to the Panoway on Wayzata Bay Project and funding costs of issuance of the Bonds.

1.02. Sale of Bonds. The City has retained Ehlers & Associates, Inc., an independent municipal advisor ("Ehlers"), to assist the City in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. Pursuant to the Terms of Proposal and the Official Statement prepared on behalf of the City by Ehlers, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of Piper Sandler & Co., of Minneapolis, Minnesota (the "Purchaser") and associates, to purchase the Bonds in a principal amount of \$6,555,000 at a price of \$6,526,158, the Bonds to bear interest at the rates set forth in Section 2.02.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Manager are hereby authorized and directed to execute a contract on behalf of the City for the sale of the Bonds in accordance with the Terms of Proposal. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things required by the Constitution and laws of the State of Minnesota and City Charter to be done, to exist, to happen and to be performed prior to the issuance of the Bonds have been done, do exist,

have happened, and have been performed, wherefore it is now necessary for this Council to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

2.02. Maturities, Interest Rates, Denominations, Payment. The Bonds shall bear a date of original issue of April 25, 2023, shall be issuable in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1, 2026 in the amount set forth below, and Bonds maturing in such year and amount shall bear interest from the date of original issue until paid or duly called for redemption at the rate per annum shown opposite such year and amount as follows:

Year	Amount	Rate
2026	\$6,555,000	3.000%

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates; Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing February 1, 2024, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the first day of the calendar month in which such Interest Payment Date occurs, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in integral multiples of \$5,000, on August 1, 2023, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Manager shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the

validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

2.05. Appointment of Initial Registrar. The City hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the "Registrar"). The Mayor and City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of its states and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar, effective upon not less than thirty (30) days' written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney duly authorized in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Manager and shall be executed on behalf of the City by the signatures of the Mayor and the City Manager. In case any officer whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same

representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so executed and authenticated, they shall be delivered by the City Manager to the purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this Section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter from the City to DTC.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such

payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or City Manager is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of physical certificates and the method of payment of principal of and interest on such Bonds in the form of physical certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A hereto.

SECTION 3. USE OF PROCEEDS.

3.01. General Obligation Temporary Tax Increment Bonds, Series 2023A Construction Fund. There is hereby established on the official books and records of the City a General Obligation Tax Increment Revenue Bonds, Series 2023A Construction Fund (the "Construction Fund"). To the Construction Fund there shall be credited from the proceeds of the Bonds the sum of \$6,080,418, representing the estimated cost of the Improvements (\$6,008,401) and costs of issuance of the Bonds (\$72,017) and from the Construction Fund there shall be paid all costs and expenses of the Improvements, including costs of issuance. After payment of all costs of the Improvements, the Construction Fund shall be discontinued and any Bond proceeds and other funds

remaining therein shall be transferred to the General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund.

3.02. General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund. There is hereby established on the official books and records of the City a separate fund designated the General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund (the "Bond Fund"). Into the Bond Fund shall be paid (a) any amounts specified in Section 3.01 above; (b) \$445,740, representing capitalized interest; (c) the ad valorem tax increments derived from Tax Increment District No. 1-6 (the "District"); (d) any ad valorem taxes collected in accordance with the provisions of Section 4 hereof; (f) the proceeds of definitive bonds which the City has covenanted to issue in pursuant to Section 5 hereof; and (e) such other funds as may be appropriated from time to time by the City to the Bond Fund to pay principal of and interest on the Bonds. The moneys on hand in the Bond Fund from time to time shall be used solely to pay the principal of and interest on the Bonds.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." All money appropriated or to be deposited in the Bond Fund shall be deposited as received into the Debt Service Account. On each February 1, the City Manager shall determine the amount on hand in the Debt Service Account. If such amount is in excess of one-twelfth of the debt service payable from the Bond Fund in the immediately preceding 12 months, the City Manager shall promptly transfer the amount in excess to the Surplus Account. The City appropriates to the Surplus Account any amounts to be transferred thereto from the Debt Service Account as herein provided and all income derived from the investment of amounts on hand in the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient to meet the requirements of the Bond Fund, the City Manager shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 4. PLEDGE OF TAX INCREMENTS AND TAXING POWERS. Principal of and interest on the Bonds shall be paid from ad valorem taxes and ad valorem tax increments to be derived from the District. Such tax increments shall be deposited in the Bond Fund. The Mayor and City Manager are hereby authorized and directed on behalf of the City to execute a tax increment pledge agreement with the Housing and Redevelopment Authority in and for the City of Wayzata, Minnesota (the "Authority") in substantially the form found at Exhibit B attached hereto. Nothing herein shall preclude the Authority from hereafter making further pledges and appropriations of available tax

increments from the District for the payment of other obligations of the Authority or to pay costs eligible to be paid from the tax increments from the District.

For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. It is hereby estimated that the funds appropriated to the Bond Fund will produce amounts not less than five percent in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, and therefore no ad valorem taxes are required to be levied at this time. Nevertheless, if the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the City Council covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. REFUNDING BONDS. The City hereby covenants and agrees that at or prior to the maturity of the Bonds it will sell and issue its definitive bonds or additional temporary bonds pursuant to Minnesota Statutes, 469.178, in an aggregate principal amount at least sufficient to provide the amount needed, together with any other money appropriated to the Bond Fund, to pay the principal of and interest on the Bonds due at their maturity or earlier redemption.

SECTION 6. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the paying agent on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the paying agent a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal and interest to become due thereon to maturity.

SECTION 7. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

7.01. General Tax Covenant. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the

“Code”), and Regulations promulgated thereunder (the “Regulations”), as such are enacted or promulgated and in effect on the date of issue of the Bonds, and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become subject to taxation under such Code and Regulations. The Improvements will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of such improvements or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 of the Code.

7.02. Arbitrage Certification. The Mayor and City Manager, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b)(2) of the Regulations, stating the facts and estimates in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of said Code and Regulations.

7.03. Arbitrage Rebate. The City acknowledges that the Bonds may be subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

7.04. Qualified Tax Exempt Obligations. The Bonds are designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and this Council hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the City and all subordinate entities during calendar year 2023 does not exceed \$10,000,000.

7.05. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the financed facilities which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the financed facilities meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect

to “preliminary expenditures” for the financed facilities as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

7.06. Continuing Disclosure.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the “Rule”), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, “Beneficial Owner” means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2022, the following financial information and operating data in respect of the City (the “Disclosure Information”):
 - (A) the audited financial statements of the City for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or

as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and

- (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: Current Property Valuations, Direct Debt, Tax Levies and Collections, Population Trend, Employment/Unemployment Data, which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access System (“EMMA”) or to the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect, provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each, a “Material Fact”):
 - (A) Principal and interest payment delinquencies;

- (B) Non-payment related defaults, if material;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (G) Modifications to rights of security holders, if material;
- (H) Bond calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities, if material;
- (K) Rating changes;
- (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
 - (C) the termination of the obligations of the City under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

- (1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the City in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the

change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 8. CERTIFICATION OF PROCEEDINGS.

8.01. Registration. The City Manager is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Hennepin County, together with such other information as he shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered on his bond register as required by law.

8.02. Certification of Proceedings. The officers of the City and the County Auditor of Hennepin County are hereby authorized and directed to prepare and furnish to the Purchaser, and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

8.03. Official Statement. The Official Statement relating to the Bonds, prepared and distributed on behalf of the City by Ehlers, is hereby approved. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

8.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank on the closing date for further distribution as directed by Ehlers.

Adopted by the Wayzata City Council this 4th day of April, 2023.

Johanna Mouton, Mayor

Attest:

Jeff Dahl, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on April 4, 2023.

Kathy Leervig, City Clerk
SEAL

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

CITY OF WAYZATA

GENERAL OBLIGATION TEMPORARY TAX INCREMENT BOND, SERIES 2023A

R-1 \$6,555,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
3.000%	February 1, 2026	April 25, 2023	946796 A41

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: SIX MILLION, FIVE HUNDRED FIFTY-FIVE THOUSAND DOLLARS

THE CITY OF WAYZATA, Hennepin County, Minnesota (the "City"), acknowledges itself to be indebted and, for value received, hereby promises to pay to the registered owner above named, the principal amount indicated above, on the maturity date specified above, with interest thereon from the date of original hereof specified above at the annual rate specified above computed on the basis of a 360-day year consisting of twelve 30-day months, payable on February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof, are payable in lawful money of the United States of America by check or draft of Bond Trust Services Corporation, in Roseville, Minnesota, as Bond Registrar, Transfer Agent and Paying Agent (the "Bond Registrar"), or its successor designated under the Resolution described herein.

This Bond is one of an issue in the aggregate principal amount of \$6,555,000 (the "Bonds"), all of like date and tenor except as to serial number, interest rate, redemption privilege and maturity date, issued pursuant to a resolution adopted by the City Council on April 4, 2023 (the "Resolution") to finance the design and construction of the lakefront

pedestrian walkway and community transient lake public access infrastructure (the "Improvements") related to the Panoway on Wayzata Bay Project in the City, and is issued pursuant to and in full conformity with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapters 469 and 475 and Minnesota Laws 2021, 1st Special Session, Chapter 14, Article 9, Section 11. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full faith, credit and taxing power of the City have been and are hereby irrevocably pledged. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

The City has covenanted and agreed that at or prior to the maturity of the Bonds it will sell and issue its definitive bonds or additional temporary bonds pursuant to Minnesota Statutes, Section 469.178, in an aggregate principal amount at least sufficient to provide the amount needed, together with any other money appropriated to the debt service fund for the Bonds, to pay the principal of and interest on the Bonds due at their maturity.

The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the Bond depository in accordance with its customary procedures) in multiples of \$5,000, on August 1, 2023, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption.

The City shall cause notice of the call for redemption thereof to be published if and to the extent required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name

of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Bonds have been designated as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution covenanted and agreed to collect and apply to payment of the bonds certain ad valorem tax increments derived from the Tax Increment District No. 1-6, which tax increments, together with proceeds of definitive bonds expected to be issued to refund the Bonds, are estimated to be collectible in years and amounts sufficient to produce sums not less than 5% in excess of the principal of and interest on the Bonds when due, and has appropriated tax increments to its General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund for the payment of such principal and interest; that if necessary for the payment of such principal and interest, ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that all proceedings relative to the projects financed by this Bond have been or will be taken according to law and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by manual signature of the authorized representative of the Bond Registrar.

IN WITNESS WHEREOF, the City of Wayzata, Hennepin County, State of Minnesota, by its City Council, has caused this Bond to be executed by the signatures of the Mayor and the City Manager and has caused this Bond to be dated as of the date set forth below.

CITY OF WAYZATA, MINNESOTA

(Facsimile Signature - Mayor)

(Facsimile Signature –City Manager)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION,
as Bond Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM --as tenants in common
UTMA.....as Custodian for
.....
(Cust) (Minor)
TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act
.....
(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed: _____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Please insert social security or other identifying number of assignee: _____

EXHIBIT B

FORM OF TAX INCREMENT PLEDGE AGREEMENT

TAX INCREMENT PLEDGE AGREEMENT

This Tax Increment Pledge Agreement (the “Agreement”) dated as of April 25, 2023, is by and between the City of Wayzata, Minnesota (the “City”), and the Housing and Redevelopment Authority in and for the City of Wayzata, Minnesota (the “Authority”), and provides as follows:

WHEREAS, the City has determined to issue its General Obligation Temporary Tax Increment Bonds, Series 2023A, in the principal amount of \$6,555,000¹ (the “Bonds”), the proceeds of which will be used, together with other available funds, to finance the design and construction of the lakefront pedestrian walkway and community transient lake public access infrastructure (the “Improvements”) related to the Panoway on Wayzata Bay Project and funding costs of issuance of the Bonds (the “Project”); and

WHEREAS, the Bonds are to be payable primarily from tax increments realized by the Authority from Tax Increment District No. 1-6 (the “District”).

NOW, THEREFORE, to provide funds sufficient for the timely payment of the principal and interest on the Bonds, the City and the Authority hereby agree as follows:

1. In order to pay the principal of and interest on the Bonds when due, the Authority hereby pledges to the City, for deposit in the Bond Fund established by the resolution of the City dated April 4, 2023 (the “Bond Resolution”), for the payment of the Bonds, Available Tax Increments (hereinafter defined) in amounts sufficient, with other funds actually appropriated by the City to the Bond Fund, to pay the principal and interest that are due pursuant to the Bond Resolution on the dates determined by the City and, if and to the extent that the Available Tax Increments are ever insufficient for such purposes, and the City advances City funds to provide prompt and full payment of the Bonds, the Authority agrees to reimburse the City for such advances from Available Tax Increments thereafter received by the Authority. As used in this Agreement, “Available Tax Increments” means tax increments derived by the Authority from the District, excluding such tax increments as have heretofore been pledged to the payment of other tax increment bonds or other eligible costs. In discharging its obligations under this Agreement, the Authority expressly reserves the right to select from year to year Available Tax Increments from the District and to pledge or otherwise dedicate tax increments from the District to purposes other than the payment of the Bonds upon a finding by the Authority that the estimated Available Tax Increments then remaining will be sufficient from year to year to discharge the Authority’s payment obligations on the Bonds pursuant to this Agreement.

¹Preliminary, subject to change.

2. An executed copy of this Agreement shall be filed with the County Auditor of Hennepin County as required by Minnesota Statutes, Section 469.178, Subdivision 2.

3. This Agreement shall become effective upon the actual issuance and delivery of the Bonds.

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

CITY OF WAYZATA, MINNESOTA

By _____
Mayor

Attest: _____
City Manager

HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
WAYZATA, MINNESOTA

By _____
Chair

And _____
Executive Director

CERTIFICATE OF HENNEPIN COUNTY AUDITOR
AS TO REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Hennepin County, Minnesota, hereby certify that there has been filed in my office a certified copy of a resolution adopted April 4, 2023, by the City Council of the City of Wayzata, Minnesota, setting forth the form and details of an issue of \$6,555,000 General Obligation Temporary Tax Increment Bonds, Series 2023A, dated as of April 25, 2023.

I further certify that the bond issue has been entered on my bond register, as required by Minnesota Statutes, Section 475.63.

WITNESS my hand and official seal this _____ day of _____, 2023.

Hennepin County Auditor

(SEAL)

CERTIFICATION OF MINUTES RELATING TO
\$~~PAR~~6,555,000 GENERAL OBLIGATION TEMPORARY TAX INCREMENT BONDS,
SERIES 2023A

Issuer: City of Wayzata, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting, held on April 4, 2023, at 7:00 p.m., at the City Hall in Wayzata, Minnesota.

Councilmembers present:

Councilmembers absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. []-[]

RESOLUTION RELATING TO \$~~PAR~~6,555,000 GENERAL OBLIGATION TEMPORARY TAX INCREMENT BONDS, SERIES 2023A; AUTHORIZING THE ISSUANCE, AWARDED THE SALE, FIXING THE FORM AND DETAILS, PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND THE SECURITY THEREFOR

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of April, 2023.

(SEAL)

Jeffrey Dahl, City Manager

The City Manager reported that ~~four~~ four (~~4~~ 4) sealed proposals for the purchase of the ~~PAR~~ 6,555,000 General Obligation Temporary Tax Increment Bonds, Series 2023A were received prior to 10:00 A.M., Central Time on April 4, 2023, pursuant to the Preliminary Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., municipal advisors to the City. The proposals have been publically opened, read and tabulated, and the terms of each proposal have been determined to be as follows:

(See Attached)

Councilmember _____ introduced the following resolution (the “Resolution”) and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. []-[]

RESOLUTION RELATING TO \$~~[PAR]~~6,555,000 GENERAL OBLIGATION TEMPORARY TAX INCREMENT BONDS, SERIES 2023A; AUTHORIZING THE ISSUANCE, AWARDING THE SALE, FIXING THE FORM AND DETAILS, PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Council (the “Council”) of the City of Wayzata, Minnesota (the “City”), as follows:

SECTION 1. AUTHORIZATION AND SALE

1.01. Authorization

Pursuant to a resolution adopted February 21, 2023, and an ordinance passed and approved on second reading on March 7, 2023, this Council authorized the issuance of its General Obligation Temporary Tax Increment Bonds, Series 2023A, of the City (the “Bonds”), pursuant to Minnesota Statutes, Section 469.178, Chapter 475, as amended, and Minnesota Laws 2021, 1st Special Session, Chapter 14, Article 9, Section 11, for the purpose of financing the design and construction of the lakefront pedestrian walkway and community transient lake public access infrastructure (the “Improvements”) related to the Panoway on Wayzata Bay Project and funding costs of issuance of the Bonds.

1.02. Sale of Bonds

The City has retained Ehlers & Associates, Inc., an independent municipal advisor (“Ehlers”), to assist the City in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. Pursuant to the Terms of Proposal and the Official Statement prepared on behalf of the City by Ehlers, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of ~~[Purchaser], of [City, State]~~Piper Sandler & Co., of Minneapolis, Minnesota (the “Purchaser”) and associates, to purchase the Bonds in a principal amount of \$~~[PAR]~~6,555,000 at a price of \$~~[]~~6,526,158, the Bonds to bear interest at the rates set forth in Section 2.02.

1.03. Award

. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Manager are hereby authorized and directed to execute a contract on behalf of the City for the sale of the Bonds in accordance with the Terms of Proposal. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY

2.01. Issuance of Bonds

. All acts, conditions and things required by the Constitution and laws of the State of Minnesota and City Charter to be done, to exist, to happen and to be performed prior to the issuance of the Bonds have been done, do exist, have happened, and have been performed, wherefore it is now necessary for this Council to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

2.02. Maturities, Interest Rates, Denominations, Payment

. The Bonds shall bear a date of original issue of April 25, 2023, shall be issuable in the denomination of \$5,000 each or any integral multiple thereof, shall mature on February 1, 2026 in the amount set forth below, and Bonds maturing in such year and amount shall bear interest from the date of original issue until paid or duly called for redemption at the rate per annum shown opposite such year and amount as follows:

Year	Amount	Rate
2026	5,000 \$6,550,000	1 3.000% %

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates; Interest Payment Dates

. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing February 1, 2024, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the first day of the calendar month in which such Interest Payment Date occurs, whether or not such day is a

business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption

The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in integral multiples of \$5,000, on August 1, 2023, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Manager shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

~~{COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS—
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS}~~

~~{Bonds maturing on February 1, 20__ and 20__ (the “Term Bonds”) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:~~

<u>Term Bonds Maturing in 20__</u>		<u>Term Bonds Maturing in 20__</u>	
<u>Sinking Fund</u>	<u>Aggregate</u>	<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
(final maturity)		(final maturity)	

~~Notice of redemption shall be given as provided in the preceding paragraph.]~~

2.05. Appointment of Initial Registrar

. The City hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the “Registrar”). The Mayor and City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of its states and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar, effective upon not less than thirty (30) days’ written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration

. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register

. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds

. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds

. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney duly authorized in writing.

(d) Cancellation

. All Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer

. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners

. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges

. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds

. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.07. Execution, Authentication and Delivery

. The Bonds shall be prepared under the direction of the City Manager and shall be executed on behalf of the City by the signatures of the Mayor and the City Manager. In case any officer whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has

been authenticated and delivered under this resolution. When the Bonds have been so executed and authenticated, they shall be delivered by the City Manager to the purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository

(a) For purposes of this Section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter from the City to DTC.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon

delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or City Manager is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of physical certificates and the method of payment of principal of and interest on such Bonds in the form of physical certificates.

2.09. Form of Bonds

. The Bonds shall be prepared in substantially the form found at EXHIBIT A hereto.

SECTION 3. USE OF PROCEEDS

3.01. General Obligation Temporary Tax Increment Bonds, Series 2023A Construction Fund

. There is hereby established on the official books and records of the City a General Obligation Tax Increment Revenue Bonds, Series 2023A Construction Fund (the "Construction Fund"). To the Construction Fund there shall be credited from the proceeds of the Bonds the sum of \$6,080,418, representing the estimated cost of the Improvements (\$6,008,401) and costs of issuance of the Bonds (\$72,017) and from the Construction Fund there shall be paid all costs and expenses of the Improvements, including costs of issuance. After payment of all costs of the Improvements, the Construction Fund shall be discontinued and any Bond proceeds and other funds remaining therein shall be transferred to the General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund.

3.02. ~~General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund~~

. There is hereby established on the official books and records of the City a separate fund designated the General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund (the "Bond Fund"). Into the Bond Fund shall be paid (a) any amounts specified in Section 3.01 above, ~~[(b) \$[]445,740, representing the amount received from the Purchaser upon delivery of the Bonds in excess of the amounts appropriated to the Construction Fund pursuant to Section 3.01 above]; [(c) \$[]], representing~~ capitalized interest; ~~(d)~~ the ad valorem tax increments derived from Tax Increment District No. 1-6 (the "District"); ~~(e)~~ any ad valorem taxes collected in accordance with the provisions of Section 4 hereof; (f) the proceeds of definitive bonds which the City has covenanted to issue in pursuant to Section 5 hereof; and ~~(f)~~ such other funds as may be appropriated from time to time by the City to the Bond Fund to pay principal of and interest on the Bonds. The moneys on hand in the Bond Fund from time to time shall be used solely to pay the principal of and interest on the Bonds.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." All money appropriated or to be deposited in the Bond Fund shall be deposited as received into the Debt Service Account. On each February 1, the City Manager shall determine the amount on hand in the Debt Service Account. If such amount is in excess of one-twelfth of the debt service payable from the Bond Fund in the immediately preceding 12 months, the City Manager shall promptly transfer the amount in excess to the Surplus Account. The City appropriates to the Surplus Account any amounts to be transferred thereto from the Debt Service Account as herein provided and all income derived from the investment of amounts on hand in the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient to meet the requirements of the Bond Fund, the City Manager shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency.

If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Surplus Account when the balance therein is sufficient, and the City covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 4. PLEDGE OF TAX INCREMENTS AND TAXING POWERS

. Principal of and interest on the Bonds shall be paid from ad valorem taxes and ad valorem tax increments to be derived from the District. Such tax increments shall be deposited in the Bond Fund. The Mayor and City Manager are hereby authorized and directed on behalf of the City to execute a tax increment pledge agreement with the Housing and Redevelopment Authority in and for the City of Wayzata, Minnesota (the "Authority") in substantially the form found at Exhibit B attached hereto. Nothing herein shall preclude the Authority from hereafter making further pledges and appropriations of available tax increments from the District for the payment of other obligations of the Authority or to pay costs eligible to be paid from the tax increments from the District.

For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City

shall be and are hereby irrevocably pledged. It is hereby estimated that the funds appropriated to the Bond Fund will produce amounts not less than five percent in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, and therefore no ad valorem taxes are required to be levied at this time. Nevertheless, if the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the City which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the City Council covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. REFUNDING BONDS

. The City hereby covenants and agrees that at or prior to the maturity of the Bonds it will sell and issue its definitive bonds or additional temporary bonds pursuant to Minnesota Statutes, 469.178, in an aggregate principal amount at least sufficient to provide the amount needed, together with any other money appropriated to the Bond Fund, to pay the principal of and interest on the Bonds due at their maturity or earlier redemption.

SECTION 6. DEFEASANCE

. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the paying agent on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the paying agent a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal and interest to become due thereon to maturity.

SECTION 7. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE

7.01. General Tax Covenant

. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations promulgated thereunder (the "Regulations"), as such are enacted or promulgated and in effect on the date of issue of the Bonds, and covenants to take any and all actions within its powers to ensure that the interest on

the Bonds will not become subject to taxation under such Code and Regulations. The Improvements will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of such improvements or security for the payment of the Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 of the Code.

7.02. Arbitrage Certification

. The Mayor and City Manager, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b)(2) of the Regulations, stating the facts and estimates in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of said Code and Regulations.

7.03. Arbitrage Rebate

. The City acknowledges that the Bonds may be subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

7.04. Qualified Tax Exempt Obligations

. The Bonds are designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and this Council hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the City and all subordinate entities during calendar year 2023 does not exceed \$10,000,000.

7.05. Reimbursement

. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the financed facilities which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the financed facilities meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the financed facilities as defined in Section

1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

7.06. Continuing Disclosure

(a) Purpose and Beneficiaries

To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the “Rule”), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, “Beneficial Owner” means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed

The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2022, the following financial information and operating data in respect of the City (the “Disclosure Information”):

- (A) the audited financial statements of the City for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and
- (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: Current Property Valuations, Direct Debt, Tax Levies and Collections, Population Trend, Employment/Unemployment Data, which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access System (“EMMA”) or to the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect, provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each, a “Material Fact”):
 - (A) Principal and interest payment delinquencies;
 - (B) Non-payment related defaults, if material;

- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (G) Modifications to rights of security holders, if material;
- (H) Bond calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities, if material;
- (K) Rating changes;
- (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
 - (C) the termination of the obligations of the City under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
 - (E) any change in the fiscal year of the City.

(c) Manner of Disclosure

- (1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation

- (1) The covenants of the City in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 8. CERTIFICATION OF PROCEEDINGS

8.01. Registration

The City Manager is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Hennepin County, together with such other information as he shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered on his bond register as required by law.

8.02. Certification of Proceedings

The officers of the City and the County Auditor of Hennepin County are hereby authorized and directed to prepare and furnish to the Purchaser, and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

8.03. Official Statement

The Official Statement relating to the Bonds, prepared and distributed on behalf of the City by Ehlers, is hereby approved. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

8.04. Authorization of Payment of Certain Costs of Issuance of the Bonds

The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank on the closing date for further distribution as directed by Ehlers.

Mayor

Attest:

City Manager

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted, and was approved and signed by the Mayor, whose signature was attested by the City Manager.

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

CITY OF WAYZATA

GENERAL OBLIGATION TEMPORARY TAX INCREMENT BOND, SERIES 2023A

R-1 \$ 6,555,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
<u>3.00%</u> <u>0%</u>	February 1, 2026	April 25, 2023	<u>946796 A41</u>

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: SIX MILLION, FIVE HUNDRED FIFTY-FIVE THOUSAND DOLLARS

THE CITY OF WAYZATA, Hennepin County, Minnesota (the “City”), acknowledges itself to be indebted and, for value received, hereby promises to pay to the registered owner above named, the principal amount indicated above, on the maturity date specified above, with interest thereon from the date of original hereof specified above at the annual rate specified above computed on the basis of a 360-day year consisting of twelve 30-day months, payable on February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof, are payable in lawful money of the United States of America by check or draft of Bond Trust Services Corporation, in Roseville, Minnesota, as Bond Registrar, Transfer Agent and Paying Agent (the “Bond Registrar”), or its successor designated under the Resolution described herein.

This Bond is one of an issue in the aggregate principal amount of \$~~[PAR]~~6,555,000 (the “Bonds”), all of like date and tenor except as to serial number, interest rate, redemption privilege and maturity date, issued pursuant to a resolution adopted by the City Council on April 4, 2023 (the “Resolution”) to finance the design and construction of the lakefront pedestrian walkway and community transient lake public access infrastructure (the “Improvements”) related to the Panoway on Wayzata Bay Project in the City, and is issued pursuant to and in full conformity with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling,

including Minnesota Statutes, Chapters 469 and 475 and Minnesota Laws 2021, 1st Special Session, Chapter 14, Article 9, Section 11. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full faith, credit and taxing power of the City have been and are hereby irrevocably pledged. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

The City has covenanted and agreed that at or prior to the maturity of the Bonds it will sell and issue its definitive bonds or additional temporary bonds pursuant to Minnesota Statutes, Section 469.178, in an aggregate principal amount at least sufficient to provide the amount needed, together with any other money appropriated to the debt service fund for the Bonds, to pay the principal of and interest on the Bonds due at their maturity.

The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the Bond depository in accordance with its customary procedures) in multiples of \$5,000, on August 1, 2023, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption.

~~{The Bonds are subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:~~

<u>Term Bonds Maturing in 20[]</u>	
<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount</u>
(final maturity)}	

The City shall cause notice of the call for redemption thereof to be published if and to the extent required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Bonds have been designated as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution covenanted and agreed to collect and apply to payment of the bonds certain ad valorem tax increments derived from the Tax Increment District No. 1-6, which tax increments, together with proceeds of definitive bonds expected to be issued to refund the Bonds, are estimated to be collectible in years and amounts sufficient to produce sums not less than 5% in excess of the principal of and interest on the Bonds when due, and has appropriated tax increments to its General Obligation Temporary Tax Increment Bonds, Series 2023A Bond Fund for the payment of such principal and interest; that if necessary for the payment of such principal and interest, ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that all proceedings relative to the projects financed by this Bond have been or will be taken according to law and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by manual signature of the authorized representative of the Bond Registrar.

IN WITNESS WHEREOF, the City of Wayzata, Hennepin County, State of Minnesota, by its City Council, has caused this Bond to be executed by the signatures of the Mayor and the City Manager and has caused this Bond to be dated as of the date set forth below.

CITY OF WAYZATA, MINNESOTA

(Facsimile Signature - Mayor)

(Facsimile Signature –City Manager)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION,
as Bond Registrar

By _____
Authorized Representative

EXHIBIT B

FORM OF TAX INCREMENT PLEDGE AGREEMENT

TAX INCREMENT PLEDGE AGREEMENT

This Tax Increment Pledge Agreement (the “Agreement”) dated as of April 25, 2023, is by and between the City of Wayzata, Minnesota (the “City”), and the Housing and Redevelopment Authority in and for the City of Wayzata, Minnesota (the “Authority”), and provides as follows:

WHEREAS, the City has determined to issue its General Obligation Temporary Tax Increment Bonds, Series 2023A, in the principal amount of \$~~PAR~~6,555,000¹ (the “Bonds”), the proceeds of which will be used, together with other available funds, to finance the design and construction of the lakefront pedestrian walkway and community transient lake public access infrastructure (the “Improvements”) related to the Panoway on Wayzata Bay Project and funding costs of issuance of the Bonds (the “Project”); and

WHEREAS, the Bonds are to be payable primarily from tax increments realized by the Authority from Tax Increment District No. 1-6 (the “District”).

NOW, THEREFORE, to provide funds sufficient for the timely payment of the principal and interest on the Bonds, the City and the Authority hereby agree as follows:

1. In order to pay the principal of and interest on the Bonds when due, the Authority hereby pledges to the City, for deposit in the Bond Fund established by the resolution of the City dated April 4, 2023 (the “Bond Resolution”), for the payment of the Bonds, Available Tax Increments (hereinafter defined) in amounts sufficient, with other funds actually appropriated by the City to the Bond Fund, to pay the principal and interest that are due pursuant to the Bond Resolution on the dates determined by the City and, if and to the extent that the Available Tax Increments are ever insufficient for such purposes, and the City advances City funds to provide prompt and full payment of the Bonds, the Authority agrees to reimburse the City for such advances from Available Tax Increments thereafter received by the Authority. As used in this Agreement, “Available Tax Increments” means tax increments derived by the Authority from the District, excluding such tax increments as have heretofore been pledged to the payment of other tax increment bonds or other eligible costs. In discharging its obligations under this Agreement, the Authority expressly reserves the right to select from year to year Available Tax Increments from the District and to pledge or otherwise dedicate tax increments from the District to purposes other than the payment of the Bonds upon a finding by the Authority that the estimated Available Tax Increments then remaining will be sufficient from year to year to discharge the Authority’s payment obligations on the Bonds pursuant to this Agreement.

2. An executed copy of this Agreement shall be filed with the County Auditor of Hennepin County as required by Minnesota Statutes, Section 469.178, Subdivision 2.

¹Preliminary, subject to change.

3. This Agreement shall become effective upon the actual issuance and delivery of the Bonds.

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

CITY OF WAYZATA, MINNESOTA

By _____
Mayor

Attest: _____
City Manager

HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
WAYZATA, MINNESOTA

By _____
Chair

And _____
Executive Director

CERTIFICATE OF HENNEPIN COUNTY AUDITOR
AS TO REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Hennepin County, Minnesota, hereby certify that there has been filed in my office a certified copy of a resolution adopted April 4, 2023, by the City Council of the City of Wayzata, Minnesota, setting forth the form and details of an issue of \$~~[PAR]~~6,555,000 General Obligation Temporary Tax Increment Bonds, Series 2023A, dated as of April 25, 2023.

I further certify that the bond issue has been entered on my bond register, as required by Minnesota Statutes, Section 475.63.

WITNESS my hand and official seal this _____ day of _____, 2023.

Hennepin County Auditor

(SEAL)

Document comparison by Workshare Compare on Tuesday, April 4, 2023
11:55:27 AM

Input:	
Document 1 ID	netdocuments://4880-9295-3425/3
Description	Bond Resolution (Wayzata 2023A GO Temp TIF Bds)
Document 2 ID	netdocuments://4880-9295-3425/4
Description	Bond Resolution (Wayzata 2023A GO Temp TIF Bds)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	45
Deletions	66
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	111



City of Wayzata City Council Agenda Report

MEETING DATE: April 4, 2023	AGENDA ITEM: 9.c
TITLE: Consider Approval of a Special Event Permit for the Wayzata Art and Music Festival to be held by RBA	
PROPOSED MOTION: To Approve the Special Event Permit for the Wayzata Art and Music Festival to be held by RBA	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works, Marc Schultz, Police Chief	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the Special Event Permit for the Wayzata Art and Music Festival to be held by RBA subject to conditions.

FINANCIAL OR BUDGET CONSIDERATION:

If the permit is approved, the permit fee for this event would be \$1,791, per the Special Event fee schedule.

BACKGROUND:

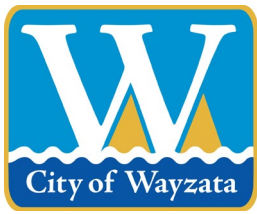
Rick Born has submitted a special event permit application to hold two concerts during the weekend of the Wayzata Art Experience, June 23 & 24. These concerts would be similar in size and scale to the Wayzata Beach Bash held in conjunction with James J. Hill Days.

The event proposes closing the beach/marina and Boatworks parking lot beginning Wednesday, June 21 to begin setting up for the event. The applicant has suggested that, similar to the Beach Bash, access to the beach and marina would be maintained from Ferndale Road.

If approved, staff will work with the applicant to provide a safe event which minimizes impact on the city beach and marina. More specifically, staff recommends specific conditions be added to the approval regarding beach closure/access; crowd security; amount of public safety personnel on site; and noise mitigation/hours of operation, as well as any additional concerns from the City Council.

ATTACHMENTS:

1. 2023 Wayzata SE Permit Application - Wayzata Art and Music Festival
2. Event Layout Map



2023 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391
952-404-5363 (office)

PAYMENT PROCESSING ONLY	
Deposit Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Amount:	_____
Date Paid:	_____
<input type="checkbox"/> Check	<input type="checkbox"/> Credit Card
<input type="checkbox"/> Cash	Receipt #: _____

Permit Application shall be completed online and submitted electronically.
Special Event Permit Fees can be found on page 3.
Any application submitted after the application deadline will be charged a \$120 late fee.

Event Name: Wayzata Art and Music Festival Date of Event: June 23-24, 2023

Area of City in Which Event Will Take Place Boatworks parking lot and beach

Estimated Attendance: 5000 per night

Type of Event: Parade Private Party Festival Run/Walk Sporting Event
 Valet Parking (Fill in Page 4) Other Explain: Concert

Event will include (check all that apply):

Bicycles Animals Motor Vehicles* Other Vehicles Floats Pedestrians/Runners
 Live Music Amplified Audio Tent** Food** Beer/Wine/Liquor**

* Number of Vehicles Expected: _____ (Motor Vehicles are vehicles powered by a motor of any kind)

** Additional Permit or License may be required (i.e.- Special Event Food Stand, Tent, Alcohol)

Traffic Control Personnel Provided by Whom: Asia Security

Delineation Equipment (Barricades, Signs, Traffic Cones, No Parking Signs, etc.) Provided by Whom:

Event Location (check one): Private Property Public Property Combination – Public/Private

Street(s) to Be Closed: (A map showing the specific route or area to be closed must be attached):
See attached

Date(s) and/or Time(s) - Give Details Below			
Day	Date	Start Time	End Time
Friday	June 23	6pm	11pm
Saturday	June 24	5pm	11pm

Insurance Carrier for Event: A certificate of insurance naming the city as an additional insured must be submitted 10 days before the event. Amount of insurance required is \$1,000,000 (one million dollars).

Name of Insurance Carrier & Policy Number: _____

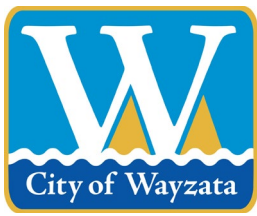
Event Organizer (Person Responsible for Duties of Permit Holder)

Full Name Rick Born Daytime Phone _____

Address 294 Grove Lane East Cell Phone 239-777-4765

City Wayzata State MN Zip 55391

Title Owner Email Rick.Born@rbaconsulting.com



2023 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391

Organization Information:

Name RB Productions Phone 239-777-4765
Address 294 Grove Lane East Fax _____
City Wayzata State MN Zip 55391

By electronically signing (or typing) your name below, applicant is acknowledging that all information provided is true and correct and that applicant will abide by all conditions of the permit, if approved.

X Signature of Applicant: Rick Born Date: 2/14/23

PERMIT CONDITIONS—ADDITIONAL EVENT INFORMATION

The maximum number of persons which the applicant shall permit to the event at any time is not to exceed the maximum number which can reasonably assemble at the location of the event.

Request for temporary closing of streets or partial closing of traffic lanes:
(Be specific. Give location and time of closings). Show on map if possible.

Grove Lane and whole boatworks lot closed Wednesday evening 6/21. Valet will be available through Friday afternoon.

Plans for fencing the location of the event, if necessary, and the location of gates contained in such fence. Show on map if possible.

Please reference attached map for fencing, gates and even layout

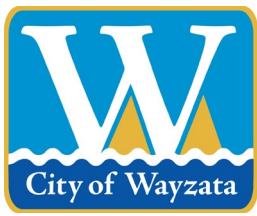
Plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots. Show on map if possible.

Ticket holders will park in/around/close to Wayzata and walk to concert venue. Artist vehicles will park on Grove Lane beginning Friday am.

Plans for clean-up of litter and waste materials:

Hired cleaning crew will service the venue during and after event for clean up

[Click Here to Submit Permit](#)



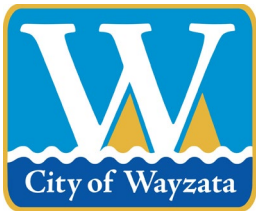
2023 Special Event Permit Application

299 Wayzata Blvd. W.
Wayzata, Minnesota 55391

PERMIT FEE SCHEDULE

Permit Level and Description <i>A Separate Application is Required for Each Event</i>	Application Deadline	Authorization Required				Local Fee Per Event	Non Local Fee Per Event
		CITY COUNCIL	PUBLIC WORKS	FIRE DEPT	POLICE DEPT		
Events on City Property - Level 1 (other than City Parks) <ul style="list-style-type: none"> • 20-50 participants & spectators • Minimum disruption • Valet Parking-Three Parking Stalls Max. • No road closures-May require No Parking Sign postings • Includes small events that use City Sidewalks 	Ten (10) business days	No	Yes	Yes	Yes	\$184	\$238
Events on City Property - Level 2 <ul style="list-style-type: none"> • 50-500 participants & spectators • One day event or events that are multiple days that do not leave anything on City property overnight • Road/Sidewalk closures/traffic control may be required • Limited City services needed • Pre-event meeting required 	30 days	No	Yes	Yes	Yes	\$305	\$596
Events on City Property - Level 3 <ul style="list-style-type: none"> • Over 500 participants & spectators • Multiple day event that keeps apparatuses on City property overnight • Road closures/traffic control may be required • Pre-event meeting required 	60 days	*Yes	Yes	Yes	Yes	\$1,791	\$3,581
Wayzata Chamber of Commerce Annual Community Events - Level 3a <ul style="list-style-type: none"> • Over 500 participants & spectators • Multiple day event that keeps apparatuses on City property overnight • Road closures/traffic control may be required • Pre-event meeting required 	60 days	*Yes	Yes	Yes	Yes	\$717	N/A
Events on Private & City Property <ul style="list-style-type: none"> • Under 500 participants & spectators 	15 days	No	Yes	Yes	Yes	\$238	N/A
Events on Private Property (meets any Step 1 requirements)	10 days	No	Yes	Yes	Yes	\$121	N/A
Events in City Parks	10 days	No	Yes	Yes	Yes	\$184	N/A
Athletic Event that Uses City Streets & Public Parking Lots/Under 200 participants & spectators <ul style="list-style-type: none"> • Pre-event meeting is required 	30 days	*Yes	Yes	Yes	Yes	\$305	\$596
Athletic Event that Uses City Streets & Public Parking Lots/Over 200 participants & spectators <ul style="list-style-type: none"> • Pre-event meeting is required 	60 days	*Yes	Yes	Yes	Yes	\$596	\$1,192
Street and/or Sidewalk Closure <ul style="list-style-type: none"> • Events that require the closure of Streets or hold their event on City sidewalks • Pre-event meeting required 	60 days	*Yes	Yes	Yes	Yes	\$305	\$596
Parades	60 days	*Yes	Yes	Yes	Yes	\$596	\$1,192

*Special Events listed on page five (5) are excluded from annual authorization by the City Council.
Any application that is submitted after the application deadline will be charged a \$120 late fee.



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VALET PERMIT APPLICATION FORM PERMIT CONDITIONS—ADDITIONAL EVENT INFORMATION

Describe your request for temporary closing of parking stalls and/or city right-of-way. Be specific by giving exact locations and times of closings or encroachments. Show on a map if possible.

Boatworks parking lot closed as of Wednesday evening 6/21, with valet access.
Grove Lane closed Wednesday evening 6/21 through weekend.

Plans for staffing Valet Parking:

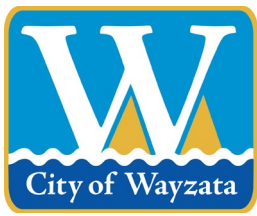
We will provide Valet service starting Wednesday 6/21 at 5pm through Friday late afternoon.

Plans for parking vehicles, including locations of lots to be used:

Artist vehicles will park on Grove Lane
A handful of parking spaces will be reserved onsite for concert staff.

Plans for other uses of parking stalls/city right-of-way not related to Valet Parking:

N/A



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FOR CITY USE ONLY:

ROUTING APPROVAL (Department Head or Designee)

Public Works: _____ Approved Denied Cost Estimate: _____

Police Dept.: _____ Approved Denied Cost Estimate: _____

Fire Dept.: _____ Approved Denied Cost Estimate: _____

Application: SE 2023- _____ Liability Insurance Certificate Received (Date): _____

Map of Route or Area Approved By: _____

Special Events Permit Approved by: _____

City Manager or Authorized Dept. Head

Date of Approval: _____

COMMENTS

CONDITIONS OF APPROVAL

***Special Events listed below are excluded from annual authorization by the City Council.**

- Wayzata Chilly Open
- McCormick's St. Patrick's Day Event
- Wayzata Art Experience
- 4th of July Flying Pancake Breakfast
- Wayzata's Annual Kiddie Parade
- Tour de Tonka Bike Ride
- Wayzata James J. Hill Days
- RBA Beach Bash
- Wayzata Light Up The Lake

Wayzata Art and Music Festival – June 23-24



Lake & Barry Ave
4:30pm
Fri/Sat

End of Ferndale

East Hallway Entrance

RBA Door

RBA 1st and 2nd floor

Standing on H dock

Biffs x 6

Biffs Trailer

Biffs x 2

Biffs Trailer

STAGE
50 x 40 plus
16x40 Wings

Catering Tent

Biffs x 8

Box Office

Thrust
24x8

50x80 Tent
Beer Food Merch

VIP Tent
Sponsors

VIP Bar

GAVIP Beer

GA Wine

Radio

SB

HC

Bar

Biffs x 10

Biffs x 10