WAYZATA CITY COUNCIL
Meeting Agenda

Wayzata City Hall Community Room, 600 Rice Street
Tuesday, May 2, 2023
7:00 PM

ZOOM INFORMATION
Click here to join Zoom Mtg
Meeting ID: 845 4703 4037 Passcode: 506310
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).

WORKSHOP TOPICS FOR DISCUSSION:

- **Update of Public Safety Initiatives for Summer of 2023 (6:00-6:30 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 April 4 and April 18, 2023, and Local Board of Appeal and Equalization Hearing Meeting Minutes of April 4, 2023
   b. Approval of Check Register
   c. Approval of Municipal Licenses
   d. Adoption of Amendments to Energy and Environment Committee Bylaws and Resolution 27-2023 Appointing David Ferri to the Energy and Environment Committee
   e. Approval of Change Order for Beach Playground Equipment
   f. Award of Contract to Bituminous Roadways, Inc. for 2023 Mill & Overlay Project
8. **New Business**
   a. Consider Approval of Contract Amendment with Kraus Anderson for Construction Management Services for Panoway Phase 2a—Boardwalk and Community Docks Project
   b. Consider Adoption of Resolution 26-2023 Adopting Updated Panoway Signage Design Standards
   c. Consider Adoption of Resolution 28-2023 Accepting Panoway Donation of $500,000 from the Carisch Family Fund and Approving Naming, Dedication, and Signage for Panoway Boardwalk
   d. Consider Approval First Reading of Ordinance 826 Approving Zoning Text Amendments for Definitions and Performance Requirements Chapters
9. **City Manager's Report and Discussion Items**
10. **Public Forum (as necessary)**
11. **Adjournment**

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

Upcoming Meetings:
City Council - May 16, 2023
Planning Commission - May 1, 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: May 2, 2023	**AGENDA ITEM:** 7.a
TITLE: Approval of City Council Workshop and Regular Meeting Minutes of April 4 and April 18, 2023, and Local Board of Appeal and Equalization Hearing Meeting Minutes of April 4, 2023	
PROPOSED MOTION: To Approve the City Council Workshop and Regular Meeting Minutes of April 4 and April 18, 2023, and Local Board of Appeal and Equalization Hearing Meeting Minutes of April 4, 2023	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends approval of the City Council Workshop and Regular Meeting Minutes of April 4 and April 18, 2023, and Local Board of Appeal and Equalization Hearing Meeting Minutes of April 4, 2023.

FINANCIAL OR BUDGET CONSIDERATION:

N/A

BACKGROUND:

N/A

ATTACHMENTS:

1. April 4, 2023 Workshop Minutes (draft)
2. April 4, 2023 CC Minutes (draft)
3. LBAE.04.04.2023 (draft)
4. April 18, 2023 Workshop Minutes (draft)
5. April 18, 2023 CC Minutes (draft)

WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
April 4, 2023

4:45 p.m. Discussion of Proposed Special Event Permit Application for the Wayzata Art and Music Festival by RBA, Inc

Mayor Mouton called the meeting to order at 4:45 p.m. Council Members present in-person in the community room at City Hall offices: MacDonald, Iverson, Plechash, and Parkhill. Also present: City Manager Jeff Dahl, Police Chief Marc Schultz, and Public Works Director/City Engineer Mike Kelly. Rick Born, owner of RBA, was also present.

City Manager Dahl introduced the proposed Special Event Permit application for the Wayzata Art and Music Festival to be held by RBA. Rick Born, owner of RBA, 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 at the Boatworks and Wayzata Beach public parking lot. This item was discussed at the March 21st Workshop and the Council asked for additional information and time to consider. Since then, staff has met with Mr. Born to suggest conditions of approval for the event that address concerns relating to:

- beach closure/access;
- crowd security;
- amount of public safety personnel on site; and
- noise mitigation/hours of operation.

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 the impact on the city beach and marina.

Mr. Born summarized where he was at in his event planning process and pledged to continue to work with staff to address aforementioned concerns. Overall, there was Council consensus to allow the event to move forward and to ensure it would adhere to the same noise regulations as the Beach Bash has been held to.

The permit is also on the regular meeting agenda if the Council is ready to consider action on the permit application.

The workshop meeting was adjourned at 5:15 p.m.

Respectfully submitted,

Kathy Leervig, City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
APRIL 4, 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 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, Public Works Director/City Engineer Kelly, and City Attorney Schelzel.

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

- Discussion of Proposed Special Event Permit Application for the Wayzata Art and Music Festival by RBA, Inc.
- Local Board of Appeal and Equalization (LBAE) Hearing – (Recessed to April 19, 2023)

AGENDA ITEM 4. Approve Agenda.

Mayor Mouton noted that there has been a change request on the proposed agenda to remove item 8.A. from Old Business and to bring it to the next meeting.

Ms. MacDonald made a motion, seconded by Mr. Parkhill, to approve the agenda, as amended. The motion carried 5/0.

AGENDA ITEM 5. Public Forum.

Mayor Mouton noted that she had received some blue cards from people asking to speak on 8.A, which will be moved to the next City Council meeting. She explained that residents were welcome to make their comments tonight if they like, or could wait until it comes back before the City Council.

Mayor Mouton extended a congratulation to the Wayzata High School student athletes for an amazing and accomplished year. She stated that they want to congratulate the Boys Basketball team on their overtime win against Park Center for the Class AAAA State Title. She stated that they should be very proud that they have brought home the City's 5th State Championship. She noted that she also wants to congratulate the four other State championship teams including Volleyball, Boys and Girls Cross Country, and Boys Soccer. She stated that it is clear that their hard work, leadership, and teamwork have led to being champions.

Jacy Grais, 1044 Lake Street East (via Zoom), stated that she will be out of the country when the former agenda item 8.A. was brought back before the Council. She noted that she had already addressed the Planning Commission and the Council regarding this item. She stated that she had to address what she felt was either a misunderstanding or a

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disregard for the Comprehensive Plan and the perspectives of the Wayzata citizens. She stated that after seeing how the proposal has been handled and discussion with many neighbors who also expressed frustrations and concerns, she hired an attorney who practices extensively in the area of real estate. She stated that a letter from that attorney was included in the Council packet. She summarized the contents of the letter and noted that she has lived in the west metro for 20 years and has never before considered hiring an attorney for this kind of reason. She reviewed her reasons for opposing this proposed development. She stated that when she looks out of her back yard she sees trees and the lake and does not see a street or a railroad. She stated that there are vast open views and these properties are distinct from other areas of the neighborhood and she feels that should be recognized and considered.

Chet Whitley, 1050 Lake Street East, thanked the Council for expending the effort to look at this issue very carefully. He stated that he thinks it would be a good idea to take a look at one lot just off Benton and noted that he had submitted a photo of what he feels would be totally out of character for the street and neighborhood. He explained that the photo shows homes that are separated by 30 feet and the proposed subdivision in this instance would separate the homes by just 20 feet which would be a dramatic difference with the row homes.

Jeff Nelson, 1037 Lake Street East, stated that he believes that if the Council does not act by May 4, 2023 that would mean the subdivision would basically be approved de facto. He expressed concern that this was once again being delayed a few weeks and now there is a letter from the attorney hired by Ms. Grais who appears to have sound logic for why the Council should deny this request. He stated that he believed the Council could go ahead and make a decision tonight and not have to table this item. He stated that he thinks that all the neighbors feel that if this had been a two lot subdivision proposal it would be understood, accepted, and appropriate. He stated that they feel the three lot proposal does not meet the criteria which is a very serious issue. He asked the Council to look at the letter from the attorney very carefully.

AGENDA ITEM 6. New Agenda Items.

Mr. Plechash stated that he was surprised that item 8.A. was pulled and thinks the Council should reconsider reinstating it on the agenda, partially because he will not be present at the next meeting. He noted that City Manager Dahl knew he would be out of town and was aware that the May 4, 2023 deadline is looming. He stated that he thinks this is more important than going to the DNR and noted that there is a full Council present tonight. He asked if it was possible to amend the agenda once again and discuss that item tonight.

Mayor Mouton stated that she was not aware that Mr. Plechash would not be present for the April 18, 2023 meeting.

Mr. Plechash stated that he will be flying at the time of the meeting and is not sure that he would be able to leave and fly back earlier in order to be at the meeting.

Mr. Dahl stated that there will be another opportunity to consider this item at the first meeting in May. He admitted that it would be pushing it tight to the 120 day limit and noted that they can also work with the applicant to see if they would be willing to extend the deadline.

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Ms. Iverson stated that there was an item that she brought up 2-3 meetings ago regarding the pay scale of the firefighters. She stated that she would like to give an update on the information that she received.

Mayor Mouton stated she thought that information would be discussed during the budget cycle work which begins in a few months.

Ms. Iverson thanked City Manager Dahl and DeputyCity Manager Yager for getting the pay scale information for her. She stated that she would like to bring it up during the budget cycle discussion because she still feels that they are significantly underpaid for the services that they provide to the City.

Mayor Mouton stated that she would like to get through the regular agenda and reconsider the issue raised by Mr. Plechash.

AGENDA ITEM 7. Consent Agenda.

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

The motion carried 5/0.

AGENDA ITEM 8. Old Business.

AGENDA ITEM 9. New Business.

a. Consider Award of Contracts for Panoway Boardwalk Construction and Installation Project

Public Works Director/City Engineer Kelly reviewed the bidding process and background of the project. He noted that following review, staff feels that the best product is stainless steel rather than galvanized steel. He reviewed construction details for carpentry, electrical, sitework and Panoway structural installation, and dock supply and installation. He reviewed the staff recommendations for each item and noted that staff is recommending holding off on a decision regarding the dock supply and installation to more closely review the bid details.

Mr. Dahl gave an overview of the financial update which shows the project construction budget. He noted that right now the project is about 5.7% over what was budgeted and includes the lowest bid for the docks. He explained that the dock bids came in about 25% over the estimate which is why staff was recommending not moving forward with a decision on this item yet.

Mayor Mouton asked about the docks and if Mr. Dahl was referring to the Broadway Docks or the Depot Docks. Mr. Dahl clarified that as part of the entire Panoway project in this particular phase, they are planning to replace and construct all of the

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Broadway Docks and half of the Depot Docks. He stated that it is possible for the City to construct all of the Broadway Docks and continue to use the existing Depot Docks until they have more funding in place.

Ms. Iverson referenced page 84 and asked about the financial information outlined on this page. She stated that it appears as though the City is asking the State for $8 million in bonds. She stated that the City is bonding for $6.5 million and asked if they were asking for a higher amount because the expectation was that they would be getting less. Mr. Dahl stated that is a different source and believes 'bonds' can be easily confused. He explained that the $6.5 million is essentially the loan that the City is taking out from the TIF district. He stated that the $8.28 million that the City is asking for is essentially a grant that would be above and beyond the $6.5 million.

Ms. Iverson asked what will happen if the City does not receive the $8.28 million from the State and whether there would be another source available. Mr. Dahl stated that they think they can still bring this project in at or under budget where they do not need to find another source. He stated that it will require some value engineering and noted that they are still in the process of that right now. He stated that the additional money from the State would help offset any increases in budget as well as future phases.

Ms. Iverson asked how much of the $8.28 million dollars would the City need in order to move forward with what is in front of the Council tonight. Mr. Dahl stated that if the City went forward with the project without any alternates, they would use $815,000 of the bond or grant amount from the State to offset the overage.

Mayor Mouton stated that with the bonds that the Council approved, it essentially fronts the money that the City will be getting from the TIF district. She asked if the City was 100% covered for this phase of Panoway. Mr. Dahl stated that with the value engineering that they think is possible, they will be. He stated that the numbers right now show that they are within 1% and explained that staff is pretty confident that they will get there.

Ms. Iverson stated that the 'value engineering' portion of this scares her a bit because it feels like a really big unknown. She asked what percentage is normal within the industry right now. Mr. Kelly explained that it is hard to say and noted that while they have been having conversations with the stainless steel contractor, they have offered some potential value engineering changes which look like they will be about $230,000 which will end up having ripple effects to the bids awarded tonight. He stated that if you remove the dock portion of the project, they are extremely close with their numbers, which is less than 1% and that was why staff wants to move forward with that portion of the project. He stated that from a timing standpoint, the dock portion of the project is not as crucial because they will likely go in after boating season.

Mr. Dahl noted that Bob Janssen of KA Construction and Scott Jordan of Civitas are available to answer questions as well.

Ms. Iverson stated that she would like the Council to keep in mind that there is a number in the budget for overruns.

Mayor Mouton asked about the contingency. Mr. Kelly stated that the contingency right now is at about 10%, but they are suggesting that it be reduced to 6%.

Mayor Mouton asked about the recommendation to reduce this amount to 6% and if that would be a bit early in the process to take this action. Mr. Kelly stated that knowing

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that they have 5 of the 6 bid packages, they feel confident about reducing that contingency number somewhat.

Mayor Mouton stated that the City had carried 10% when they did the parking ramp and thinks it may be better to be safe than sorry. Mr. Kelly stated that they do not want to remove this contingency altogether but do want to maintain 6-7%.

Ms. Iverson asked about the interest the City will have to pay for the bonds that they are taking out and asked how it would be paid. Mr. Dahl explained that ultimately whatever that number comes out to, will be paid through the TIF.

Mayor Mouton asked for a motion. Ms. Mouton made a motion, seconded by Mr. Plechash, to Award the structural steel contract to Construction Systems, Inc. in the amount of $1,985,931

Mr. Plechash stated that he thinks, with what the Council is approving tonight, he feels the City is on pretty safe financial ground.

The motion carried 4/1 (Iverson opposed).

Mr. Plechash made a motion, seconded by Mr. Parkhill, to Award the electrical contract to Laketown Electric Corporation in the amount of $96,000. The motion carried 4/1 (Iverson opposed).

Ms. MacDonald made a motion, seconded by Mr. Plechash, to Award the contract for carpentry to Ebert, Inc. DBA Ebert Construction in the amount of $693,200. The motion carried 4/1 (Iverson opposed).

Mr. Parkhill made a motion, seconded by Ms. MacDonald, to Award sitework and Panoway structure installation contract to Zenith Tech, Inc. in the amount of $4,370,000. The motion carried 4/1 (Iverson opposed).

b. Consider Adoption of Resolution 20-2023 Providing for the Sale of General Obligation Temporary Tax Increment Finance Bonds, Series 2023A

Mr. Dahl stated that everything is on time and in the direction of their overall goal of starting construction in June. He noted that there is a time constraint of issuing these bonds by June of 2023 because otherwise they would lose the opportunity to utilize TIF financing for the construction of boardwalk and docks. He gave a brief overview of the funding history and the funding plan for the boardwalk and docks.

Stacie Kvilvang, Ehlers and Associates, stated that the Council is being asked to award the sale of $6.555 million in temporary general obligation tax increment bonds. She stated that if the City gets the $8.28 million, they will not need the $6.555 million in bond proceeds, which is why they are issued on a temporary basis. She stated that the temporary bonds are issued for a 3 year term and they can be called as soon as August 1, 2023. She noted that the City has maintained their AAA rating and explained that the bond sale was held today at 10:00 at her office. She stated that they received 4 bids and the lowest responsible bidder was Piper Sandler out of Minneapolis.

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Mr. Parkhill asked about the interest rate she had mentioned. Ms. Kvilvang explained that the 3.16% is the true interest cost.

Mr. Parkhill stated that this amount seems less than he would have expected given some of the rates he has been hearing about. Ms. Kvilvang stated that municipalities are not similar to the private market when it comes to bonds and loans.

Mayor Mouton asked for a motion on the application. Mr. Parkhill made a motion, seconded by Mr. Plechash, to Adopt Resolution 20-2023 a Resolution Relating to the $6.555 million General Obligation Temporary Tax Increment Bonds, Series 2023A and Authorizing the Issuance, Awarding the Sale to the lowest responsible bidder (Piper Sandler), Fixing the Form and Details, and Providing for the Execution and Deliver Thereof and Security Therefore. The motion carried 4/1 (Iverson opposed).

c. Consider Approval of a Special Event Permit for the Wayzata Art and Music Festival to be held by RBA

Mr. Dahl gave an overview of the proposal from RBA to put on two concerts during the Wayzata Art Experience which will be held June 23-24, 2023. He noted that the Council had discussed this at two of their recent workshops and reviewed the main areas of concern that they had discussed.

Mayor Mouton noted that the Council had discussed the hours of operation during their workshop discussions and stated that typically, the City's noise ordinance calls for no noise traveling past property lines after 10:00 p.m. She stated that similar to the Beach Bash, it is anticipated that there is a cut off time for the permit of 11:00 p.m. Mr. Dahl stated that this was correct and would be an exception to the City's ordinance.

Mayor Mouton stated that they had also discussed a communication plan to slip holders and signage posted around the beach to make sure people were aware of the festival. She stated that they will ask for a bit of grace from the public because this event will be a bit different.

Mayor Mouton asked for a motion on the application. Ms. Iverson made a motion, seconded by Ms. MacDonald, to Approve a Special Event Permit for Wayzata Art and Music Festival to be held by RBA. The motion carried 5/0.

Mayor Mouton recessed the meeting at 8:02 p.m. and reconvened at 8:09 p.m.

Mayor Mouton stated that she wanted to circle back to the request made by Mr. Plechash to put item 8.A. back on the agenda after the Council had agreed to table it to the next meeting. She stated that because the full Council agreed to table it to a future meeting, she was concerned that members of the public who may have been watching may have turned off the meeting because the Council said they would not be discussing that item tonight. She explained that she would not feel comfortable putting it back on the agenda after they had decided to postpone the discussion to a future meeting.

Mr. Plechash stated that he understands that concern. He explained that he will be out of town for the next Council meeting and is slated to fly back that evening but will attempt to change his plans and try to get back in time for the meeting. He stated that he thinks it is important for all five of the Councilmembers to be present for that discussion.

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

a. Upcoming Events/Announcements

- No report

b. Council Member Updates/Announcements

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

There were no comments.

AGENDA ITEM 12. Adjournment.

There being no further business, Mayor Mouton asked for a motion to adjourn. Mr. Plechash made a motion, seconded by Ms. Iverson to adjourn. Mayor Mouton adjourned the meeting at 8:13 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

Drafted by Kayla Rokosz
TimeSaver Off Site Secretarial, Inc.

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WAYZATA LOCAL BOARD OF APPEAL AND EQUALIZATION HEARING
DRAFT - MEETING MINUTES
APRIL 4, 2023

AGENDA ITEM 1. Call to Order.

Mayor Mouton called the meeting to order at 5:30 p.m. Mayor Mouton shared the multiple options for joining remotely and submitting comments or questions.

AGENDA ITEM 2. Pledge of Allegiance.

AGENDA ITEM 3. Roll Call.

Board Members present: Mouton, Iverson, MacDonald, Plechash, and Parkhill. Also present: City Manager Dahl, City Clerk Leervig, City Attorney Schelzel, Michael Smerdon, Shane Larsen, and Melody Devine, Hennepin County Assessor's Office.

AGENDA ITEM 4. Board of Appeal and Equalization Hearing.

City Manager Dahl gave an overview of the Board of Appeal and Equalization hearing process and explained the objective of the meeting. He explained that due to the nature and number of appeals, the goal for tonight's meeting was to get those appeals on the record and continue working on them as well as hear any new appeals that have not already been communicated to the City. He stated that the date for the reconvened Board of Appeal and Equalization hearing is scheduled for April 19, 2023 at 6:00 p.m. He shared an overview of the current market trends for the City. He noted that as of early today, the City had received 103 requests to appeal their assessment.

Michael Smerdon, Hennepin County Assessor's Office, introduced himself and stated that they have had a slew of calls and noted that he had been able to review and complete the appeal process for about 75 of them prior to this meeting. He gave a brief overview of the process to get these entered into the record.

Melody Devine, Hennepin County Assessor's Office, noted that she handles the commercial appraisals for Hennepin County. She stated that they had received calls about 2 commercial properties and 1 apartment building.

Mayor Mouton, Mr. Smerdon, and Ms. Devine read aloud the address of the properties appealing:

- 205 Ferndale Road S
- 178 Westwood Lane S
- 532 Ferndale Road W
- 600 Hillside Drive W
- 499 Bovey Road
- 128 Peavey Lane
- 382 Bovey Road
- 494 Bovey Road
- 480 Highcroft Road
- 515 Holly Circle
- 414 Pond Ridge Circle
- 436 Pond Ridge Circle
- 438 Pond Ridge Circle

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- 1545 HollyBrook Road
- 1549 HollyBrook Road
- 218 Bushaway Road
- 220 Central Avenue S
- 1321 LaSalle Street
- 306 Reno Street
- 312 Hampton Street S
- 307 Hampton Street S
- 1450 Eastman Lane
- 401 Bushaway Road
- 1320 LaSalle Street
- 309 Hampton Street S
- 1413 Holdridge Lane S
- 16013 Holdridge Road W
- 16500 Holdridge Road W
- 1705 Holdridge Circle
- 1601 Holdridge Circle
- 258 Bushaway Road
- 264 Bushaway Road
- 316 Walker Avenue N
- 607 Gardner Street E
- 628 Beaver Dam Street E
- 624 Park Street
- 649 Park Street E
- 815 Park Street E
- 720 Wayzata Boulevard E
- 134 Broadway Avenue N
- 251 Glen Brook Road N
- 168 Benton Avenue N
- 161 Benton Avenue N
- 312 Berry Avenue N
- 205 Berry Avenue S #101
- 127 Edgewood Court
- 124 Edgewood Court
- 115 Edgewood Court
- 119 Edgewood Court
- 297 Grace Pointe Court
- 294 Grace Pointe Court
- 296 Grace Pointe Court
- 292 Grace Point Court
- 420 Rice Street E
- 615 Rice Street E
- 507 Rice Street E
- 429 Rice Street E

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- 517 Wayzata Boulevard W
- 527 Rice Street E
- 213 Walker Avenue S
- 207 Walker Avenue S
- 540 Indian Mound, #2B
- 153 Huntington Avenue S
- 161 Huntington Avenue S
- 127 Central Avenue S
- 132 Huntington Avenue S
- 164 Huntington Avenue S
- 1083 Circle Drive E
- 126 Circle Drive A S
- 131 Huntington Avenue S
- 247 Central Avenue S
- 257 Central Avenue S
- 309 Wise Avenue S
- 325 Wise Avenue S
- 137 Central Avenue S
- 147 Central Avenue S
- 138 Circle A Drive S
- 1058 Circle Drive E
- 137 Huntington Avenue S
- 143 Huntington Avenue S
- 875 Lake Street N, #204
- 875 Lake Street N, #212
- 875 Lake Street N, #214
- 875 Lake Street N, #215
- 875 Lake Street N, #216
- 875 Lake Street N, #220
- 875 Lake Street N, #301
- 875 Lake Street N, #319
- 875 Lake Street N, #409
- 875 Lake Street N, #412
- 754 Widsten Circle
- 956 Shady Lane E
- 972 Shady Lane
- 1037 Lake Street E
- 964 Shady Lane E
- 1053 Lake Street E
- 1620 Locust Hills Place
- 390 Ferndale Road W
- 341 Ramsey Road
- 309 Ramsey Road
- 557 Harrington Road

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- 148 Ridgeview Lane E
- 110 Grand Avenue S
- 295 Grace Point Court

Mayor Mouton, Mr. Smerdon, and Ms. Devine, read additional addresses into the record of those present at the meeting or who had e-mailed:

- 215 Ferndale Road S
- 337 Reno Street
- 291 Grace Pointe Court
- 399 Gardner Avenue
- 16400 Holdridge Road W
- 1350 LaSalle Street
- 875 Lake Street N, #402
- 960 East Shady Lane
- 528 Wayzata Boulevard
- 460 Carpenter Point
- 172 Birch Lane
- 1037 Lake Street E
- 1321 LaSalle Street
- 317 Wayzata Boulevard E
- 936 Shady Lane E
- 401 Ferndale Road S
- 337 Reno Street
- 1604 Holdridge Terrace
- 1630 Locust Hills Place
- 399 Gardner Street
- 306 Reno Street

Mayor Mouton explained that the County Assessor would be making appointments with those individuals who have turned in blue slips.

Mr. Smerdon asked to read aloud additional addresses that they received earlier today to ensure that they are placed into the official record:

- 1604 Holdridge Terrace
- 401 Bushaway Road
- 1610 Locust Hills Place

Mayor Mouton stated that the appeals will be considered at the April 19, 2023 reconvened meeting at 6:00 p.m.

Mr. Smerdon gave a brief overview of his process in assessing properties by looking at sales and the requirement to meet certain statistical analysis, for example, they need to be between 90-105% of the median ratio for the City. He stressed the importance of assessor's needing to have access to homes in order to have accurate information so they can be assessed properly.

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AGENDA ITEM 12. Recess.

There being no further business, Mayor Mouton asked for a motion to recess. Ms. MacDonald made a motion, seconded by Mr. Parkhill to recess and reconvene the Local Board of Appeals and Equalization and reconvene on April 19, 2023 at 6:00 p.m. and to act on appeals received as of April 4, 2023 and forward any new appeals to Hennepin County. Mayor Mouton recessed the meeting at 6:07 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

Drafted by Kayla Rokosz
TimeSaver Off Site Secretarial, Inc.

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WAYZATA CITY COUNCIL
WORKSHOP MEETING MINUTES
April 18, 2023

5:30 p.m. Review of Memorandum of Understanding with the Wayzata Conservancy for Panoway Boardwalk and Docks Maintenance and Operations Reimbursement

Mayor Mouton called the meeting to order at 5:30 p.m. Council Members present in-person in the community room at City Hall offices: MacDonald, Iverson, Plechash, and Parkhill. Also present: City Manager Jeff Dahl and Community Development Director Emily Goellner.

City Manager introduced the item stating the Conservancy and the City worked together to draft a detailed funding plan for future phases of Panoway on Wayzata Bay several years ago, maintenance and operations of the Boardwalk, Eco-park, and the Depot Park, for the first 10 years, was intended to be funded by sources outside of the general fund levy. The primary funding source is planned to be philanthropic funds received through the Wayzata Conservancy.

As construction of Phase 2a Boardwalk and Docks commences and a grand opening date gets nearer (early 2024), the City and the Conservancy should now move forward with two actions:
• Update projected maintenance and operations costs based on inflation and updated project scope; and
• Consider approval of a memorandum of understanding for reimbursement of operations costs.

Mr. Dahl went over the draft MOU which has the updated maintenance and operations plan from ETM Associates. The intent of the MOU is to clarify when payments will be made and for how much. This topic was discussed at the recent Panoway Partnership Meeting with consensus to allow installment payments over the course of the next 3 years.

The Council discussed the draft and questioned what the overall installment numbers and what they were based off of. Mr. Dahl indicated that they were based off of the most recent Maintenance and Operations Plan by ETM. The Council asked to add language indicating if that operations estimates were off, that the expected reimbursement amounts be updated.

Mr. Dahl indicated that he would make updates and have the draft for consideration at the May 2nd Council Meeting.

5:50 p.m. Discussion of Updates to Panoway Naming and Dedication Signage Standards & Draft Proposal/Pledge Agreement for Donation from Carisch Family

Ms. Goellner, the Conservancy, and HGA discussed additional updates and significant reductions made to the Panoway Signage Standards for Naming and Dedication, which the Council showed support for. The Council provided suggestions for additional refinements to some signage that still had significant visual impact. The Council agreed that there was not an opportunity to rename the entire Panoway project; rather, a person's name could be located underneath the proposed sign for Panoway Park (Tier 1 opportunity). This was also the suggested norm for other signage in that names of donors would be located under the name of the project element/area of the project. In addition, the Council noted that less wording on the signage was preferred. The majority of Council was interested in the first option for names on the boardwalk rail. They thought the continuous line of names had a stronger sense of community and more design continuity. They suggested that the donation amount be increased from $500 to $1,000 to improve the cost ratio.

, which were summarized in the presentation by HGA.

Three Additional Recommendations:
• The East Lawn and West Lawn options were kept and HGA feels that the remaining items are spaced appropriately to avoid visual clutter. If the Council recommends these options be removed as well, there would no longer be any Tier 3 options available in Panoway Phases 1 and 2. The donation options would jump from $50K to $250 with nothing in between.
• HGA and the Conservancy are recommending a shift in the break between Tiers 4 and 5. There are no changes to the amounts or sign designs, but breaking the tiers at $25,000 instead of $50,000 more evenly divides the remaining opportunities between the two tiers and creates a clearer change in sign type.
• Options for specific wording on the signage are shown in the attached materials and can be discussed at the workshop

Upon receiving additional feedback from the Council, the Conservancy and HGA are prepared to make additional refinements and present the signage standards at the next Council meeting on May 2.

The Conservancy presented a draft proposal and Pledge Agreement for a $500,000 donation to the Conservancy from the Carisch family through the Minneapolis Foundation. It includes a request to name the boardwalk as the “Lakewalk” and include signage as shown in the updated signage standards. The Council was comfortable with the draft proposal and Pledge Agreement and the Conservancy noted that they are prepared to present this donation at the next Council meeting on May 2.

The workshop meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Kathy Leervig, City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
APRIL 18, 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 members of the public to join the meeting remotely and for 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, Assistant Planner Valerie Quarles, and City Attorney Schelzel.

Mayor Mouton noted that prior to the meeting, the City Council had participated in a workshop. The following items were on the agenda:

- Review of Memorandum of Understanding with the Wayzata Conservancy for Panoway Boardwalk and Docks Maintenance and Operations Reimbursement
- Discussion of Updates to Panoway Naming and Dedication Signage Standards and Draft Proposal/Pledge Agreement for Donation from Carisch Family

AGENDA ITEM 4. Approve Agenda.

Ms. Iverson made a motion, seconded by Ms. MacDonald, to approve the agenda, as presented. The motion carried 5/0.

AGENDA ITEM 5. Public Forum.

a. Update of Wayzata Historical Society Strategic Planning and Consolidation Project by Aaron Person, Wayzata Historic Preservation Society

Aaron Person, President Wayzata Historical Society, shared a brief history and the mission of the Wayzata Historical Society. He explained that the boards of four local historical societies around Lake Minnetonka have unanimously approved a plan of consolidation including the Wayzata Historical Society, Excelsior Lake Minnetonka Historical Society, Westonka Historical Society, and The Museum of Lake Minnetonka. He stated that the vote by the members on the proposed consolidation should happen sometime in late May. He shared the hoped vision for the consolidation for operations and programming of the various entities to continue as is and reviewed some of the possibilities for archive storage. He encouraged residents and members of the City Council to attend one of the upcoming informational meetings, including one at Wayzata City Hall on May 4, 2023 at 7:00 p.m.

Mayor Mouton asked how this possible consolidation would affect the City's charter for this group. City Manager Dahl stated that because the Society is a separate entity, it does not affect the City's charter. He noted that the City's relationship with the Historical Society is more as a community partner, and noted that the Society also leases space at The Depot and the library.

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Mayor Mouton asked where the collective group would meet, and what plans there were for renaming itself. Mr. Person stated that the name of the new organization would be Lake Minnetonka Historical Society and would be incorporated in Wayzata using The Depot address.

Mayor Mouton noted that she understands that it has been difficult over the last few years and expressed her appreciation for the work the Wayzata Historical Society has done in the past. She noted that she looked forward to continuing to work with them in the future regardless of whether there is a consolidation or not.

b. Public Comments

Merrily Babcock, 337 Reno Street, extended an invitation to residents and the Council to Earth Day events on April 22, 2023 from 1:00 to 3:00 p.m. at City Hall near the community room. She gave examples of some of the activities planned, and noted that they would be giving away some trees and seedlings.

Mayor Mouton noted that she had recorded a podcast earlier today with City Forester Bennett Myron that has a lot of interesting information, such as information on the City's tree canopy which is currently at 36% and the target is 40%.

Mr. Parkhill expressed his appreciation for the free sap tapping event that Ms. Babcock had organized earlier in the year. He stated that he had a lot of fun, and believes that they ended up tapping about 500 gallons of sap from the maple trees which was distilled down to about 12 gallons of syrup. He stated that it was a very nice community event led by Ms. Babcock.

AGENDA ITEM 6. New Agenda Items.

No Council member proposed any new agenda items for a future meeting.

AGENDA ITEM 7. Consent Agenda.

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

a. Approval of City Council Workshop and Regular Meeting Minutes of March 21, 2023
b. Approval of Check Register
c. Approval of Municipal Licenses
d. Receipt of Police Activity Report
e. Receipt of Building Activity Report
f. Receipt of 2022 4th Quarter Financial Report
g. Award Contract to Mint Roofing for the City Hall Roof Replacement Project
h. Award Contract to Mint Roofing for the Fire Station Roof Replacement Project
i. Approval of Professional Services Contract with Walker Consultants for Inspection of the Mill Street Parking Ramp
j. Approval of Cooperative Agreement with Hennepin County for Fiscal Sponsorship of State LRIP Grant

The motion carried 5/0.

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AGENDA ITEM 8. Old Business.

a. Consider Adoption of Resolution 19-2023 Approving Subdivision at 1030 Lake Street East

Ms. Iverson explained that she would like to reverse her decision to recuse herself on this item. She stated that she had previously recused herself for this application because she wanted to avoid the appearance of conflict of interest due to the fact that her property is currently on the market in the same neighborhood. She stated that after much thought and discussions with City Manager Dahl and City Attorney Schelzel, she felt that there was not a conflict that would preclude her from participating in this item. She stated that she felt it was very important that there be a full Council vote on this item.

Assistant Planner Quarles gave an overview of the subdivision application at 1030 Lake Street East to divide the current parcel into 3 parcels, and gave a brief summary of previous Council discussion and direction on this item. She reviewed Comprehensive Plan language, zoning, and specifics of the subdivision request. She also summarized the public comments that have been received on this application since the last meeting. At the conclusion of Assistant Planner Quarles's remarks, Mayor Mouton asked if Council had questions for staff.

Mr. Parkhill stated that there appears have to been some conversations about whether or not this application complies with the Comprehensive Plan, and he believes that there are two different opinions on that question. He explained that his understanding was that the Comprehensive Plan guides the property to 1-3 units per acre and asked if there was anything more specific about that detail. Ms. Quarles stated that it comes up because the lot size minimum for R-3A is a lot smaller than a 1/3 of a unit per acre. She stated that when staff looked at this proposal and looked at the density up against the Comprehensive Plan, they looked at it on a total lot basis of a 1 acre lot being divided into 3 parcels.

Ms. Iverson asked if staff took into account that part of that lot is unbuildable because of the wetland. Ms. Quarles stated that they did consider the wetland but did not factor it into the density per buildable area because they looked at the density of the entire lot. She noted that the question was asked if there were not a wetland there, is this something that could be further subdivided under the rules of R3A minimum lot size. She explained that in that example, the wetland is actually a bonus because that is land that can never be built upon which means there is a built in limit of 3 units/acre because the wet portion will never have a house on it.

Mayor Mouton asked if the City took into account the wetland when looking at calculating hardcover amounts per lot. Ms. Quarles noted that typically when they are looking at hardcover, they look at things like what hard surface rainwater will hit, travel over and collect sediment and other substances before it runs into Lake Minnetonka. She stated that when it comes to water on a property, Staff's view is that the rain hits wetland and it doesn't collect anything before it flows into a larger water body. So, they do not consider it when it comes to impervious surface.

Mayor Mouton clarified that if they were not looking at a subdivision, and there was a wetland associated with a property and the property goes into the wetland, it is considered just part of the total lot. Ms. Quarles agreed and explained that it was a very common situation throughout the City with property lines that come out into ponds, wetlands, or bodies of water.

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Mayor Mouton stated that one of the previous points of discussion was regarding surrounding lot sizes, and asked if staff had a parcel map that could be reviewed. Ms. Quarles displayed a map that depicted every parcel in the neighborhood that is single-family and reviewed the various lot sizes.

Mayor Mouton stated that there has been at least one major subdivision in this neighborhood since she has been on the Council. She stated that she believed in that instance, the City ended up relocating the Wise house with the help of the Historical Society. She asked if there were other properties that have experienced similar subdivisions in the last 5-10 years. Ms. Quarles stated that the other example in the neighborhood is up at Central and LaSalle, which was two properties that became four properties and each are about the minimum lot size of 9,000 sq ft.

There being no further Council questions for staff, Mayor Mouton noted that there were a number of people who have asked to speak on this item and reminded those in the audience that this was a public meeting, but it was not a public hearing on the application. She stated that the Council has received e-mails and communications which have been published as part of the record. She stated that if those present have new information that they would like to bring to the Council's attention, she welcomed them to share it with them but asked that, in the interest of time, that they not share information that has already been shared.

Chet Whitley, 1050 Lake Street East, noted the Comprehensive Plan that had included Mayor Mouton and Councilmember Plechash on the Council, and that Councilmembers Iverson and Parkhill were acknowledged as being on the Planning Commission at the time it was drafted. He asked if Ms. Quarles could display Figure 3-4 which shows how distinctly different the properties are south of Lake Street as compared to what they are like north of Lake Street. He stated that he feels it is important to note that 6 of the 7 homes on that street have been dramatically renovated or entirely replaced in the last 8 years. He stated that all of these lots are 100 foot lots in contrast with the subdivision which are proposed to 65 feet. He stated that dividing this lot into 3 parcels instead of 2, would not be consistent. He stated that the aesthetics of row houses in the neighborhood, on the lake, would be quite different than everything above. He stated that he believes this plan will decrease the overall neighborhood tax base, but noted that he felt two larger homes on this same parcel would make a lot of sense. He stated that the Planning Commission had also endorsed this idea. He reviewed some of the trees that will be lost with this subdivision plans. He stated that there is a large neighborhood contingency that is concerned about how this will be handled and encouraged the Council to listen to the neighbors.

Mayor Mouton reiterated that if the points the public would like to make were already included in their e-mail or communication with the City, that they not repeat them because they are part of the record already. She noted that there has been a lot of discussion about the trees and asked staff if the applicant had removed the trees. Ms. Quarles noted that a subset of the trees were removed by the previous owner of the lot and others are proposed to be removed by this applicant. She explained that when staff was looking at the total of removed trees, they are including both because the original trees were removed in anticipation of development.

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Mayor Mouton stated that she wanted to make it very clear that this applicant did not remove the trees for this proposal, but is planning to remove additional trees as part of the proposed plans.

Ms. Quarles noted that there is a tree preservation plan and replanting proposals included with the application materials.

Jeff Nelson, 1037 Lake Street East, noted that he had submitted pictures of the lot from last Friday that he was told would be included in the Council packet. Ms. Quarles explained that those pictures had been printed out and were on the dais for the Council to view.

Mr. Nelson stated that he wanted to show that with the snow melt, the wetland expanded to include the area that is proposed to be the edge of the one of the homes. He reviewed the information from past months, and explained that there appears to be some significant conflicts and changes between meetings. He referenced the March 7, 2023 Council packet report and read aloud a portion of the findings from the Planning Commission. He stated that all of the points in these findings say that the proposed subdivision does not meet the criteria that the City has, but by the March 19, 2023 meeting, all those findings were reversed. He stated that he did not understand how facts could change from one meeting to another. Mr. Dahl explained that the language that Mr. Nelson referenced was the recommendation from the Planning Commission that was relayed to the Council for consideration. He stated that the subsequent language mentioned by Mr. Nelson was just a further evaluation from staff. He clarified that one was from the Planning Commission and the other was a different group of people providing a different perspective on the application.

Mayor Mouton further clarified that she believed the different evaluation from staff was when the Council had asked staff to prepare new findings of facts to be presented to Council for approval of the application, rather than the denial recommended by the Planning Commission.

Mr. Nelson stated that he would like to point out that you cannot simply change 'facts' and the reality is that somebody wanted to change the Council's approach to this proposal and the information presented to the Council was changed. He stated that the Planning Commission voted unanimously to recommend denial of the application and things are then reversed, it makes people wonder what is going on in the City.

Mark Thieroff, 100 Washington Avenue S, explained that he was here representing Jason and Jacy Grais who own the property immediately east of 1030 Lake Street East. He noted that there is a letter from him included in the meeting packet but would like to make two additional comments to the Council. He noted that he would like address the question asked by Councilmember Parkhill about the density calculation across the proposed plat. He stated that there is a very specific answer and process for doing that in the City's zoning ordinance. He referenced Section 919.07 and explained that this identifies the type of subdivisions where it is permissible to calculate the density across the entire plat and all are plats that involve multi-family housing. He stated that he feels the obvious implication of that is that a plat that involves only single family homes is not eligible for a plat-wide density calculation. He stated that this means that the density for each lot has to be calculated for that lot, and the City needs to determine whether each of the 3 lots falls below the 1-3 dwelling units/acre density cap in the Comprehensive Plan. He stated that the proposed lots 2 and 3 do not meet that standard because their density is in excess of 1-3

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dwelling units/acre. He noted that he was very confused that staff could recommend approval given that the ordinance states very clearly how this is to be done. He stated that he had a conversation with City Attorney Schelzel to try to get a better understanding of staff's position and was told that the ordinance he was referring to was within the Zoning Ordinance but this is a subdivision application, so only standards found in the Subdivision Ordinance would be relevant. He stated that this answer surprised him, because he deals with subdivision ordinances all over the State and noted that he believes every one he has seen states that any proposed lot has to comply with the standards in the zoning ordinance. He referenced Subdivision Ordinance 1006.01 where it says a proposed subdivision shall conform to the Comprehensive Plan and related policies adopted by the City and to the official zoning ordinance of the City. He reiterated that he did not know how would be possible to ignore Section 919.07 and suggest that the density analysis is to be calculated across the entire subdivision. He stated that if the Council was going to use the information presented about other lot sizes in the area and other subdivisions, he would encourage them to ask the question whether any of the other subdivisions involved land guided low density residential with the same 1-3 dwelling units/area requirement and ask if Section 919.07 was correctly applied in determining the density. He noted that there was a reference made earlier in the meeting about a letter from the applicant's attorney in response to his letter, but noted that was the first he heard of it and does not believe he has seen that letter.

Mr. Dahl explained that particular letter was received by the City just prior to the last meeting and was not included in the meeting packet, but has been entered into the record and was able to be reviewed publicly.

City Attorney Schelzel stated that he would be happy to answer any questions of Council but he disagrees with the characterization of the communication he had with Mr. Thieroff, as presented by Mr. Thieroff. He stated that what he told him and has said in past Council and Commission meetings is that when the City is looking at a subdivision request, they start with that ordinance and its criteria. He noted that the subdivision ordinance criteria does point to the Comprehensive Plan and the zoning ordinance, and clarified that at no time did he say that the City ignores the zoning ordinance or the Comprehensive Plan.

David Gagne, 298 Central Avenue S, stated that he used to live at 1044 Lake Street E. He explained that he was here as a concerned resident and taxpayer. He stated that he and his wife had invested millions of dollars in the neighborhood and are deeply concerned with the idea of the City approving this request. He stated that in the summer of 2020, he and his wife met with the City Planning staff that included Nick Kieser along with a Coldwell Banker Realtor to talk about acquiring this property. He stated that part of the discussion surrounding the capabilities of subdividing the property into 2 or 3 lots and was told by Mr. Kieser that based on the Comprehensive Plan and the subdivision criteria and the trees, that a plan including 3 lots would not be approved. He stated that now, 3 years later, the City is considering approving a plan that has a 3 lot subdivision under the same Comprehensive Plan and criteria that was discussed in 2020. He encouraged the Council to take a look at their accountability in this decision and asked them to soundly assess the application against the full set of established subdivision criteria, and not to bend or cherry pick certain things to support their opinion. He stated that several of the criteria in this application do not pass muster, and asked the Council to have a material deliberation and make a decision based on the facts and not based on opinion or a bias. He stated that he has not heard a response from the Council regarding the legal issues that have been raised

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by Mr. Thieroff. He stated that he would also support the comments made by Mr. Nelson that the Planning Commission had voted unanimously to deny this request and the Council was now considering approval, but noted that he did not believe he had heard any real reasons supporting that action. He stated that one of the things he heard at the last meeting was that this builder builds nice homes, which he agrees with, but noted that is not necessarily part of the criteria to be used. He stated that the home at 1044 Lake Street East sold for $4 million and the homes on Gardner Street that were mentioned at a past meeting that the builder was involved in, sold for about $1.8 million. He stated that in the last three years, not a single home north of Wayzata Boulevard has sold for $2.5 million. He stated that this is a very different area with very different zoning with a very different feel to this neighborhood. He explained that all of the other homes in the last 8 years that have been regentrified in this neighborhood, all fit the character of the neighborhood and the footprint of the lots. He stated that he did not understand how the City would consider approval of this request for a 3 lot subdivision.

Mayor Mouton stated that she believes that procedurally there is some confusion on how things have gotten to where they are, and suggested that it would be a good idea to review that. She stated that the City Council has a great deal of respect for the Planning Commission who act as an advisory board to the Council. She stated that public hearings on applications are held at the Planning Commission meetings and following deliberation, they make a recommendation to the Council, in this case to deny the request. She explained that when the Council received that recommendation, they disagreed with their recommendation, and asked staff to prepare findings supporting approval based on the Council discussion.

Mayor Mouton turned to Council for discussion, and thanked Mr. Plechash for changing his travel plans so he could be at the meeting tonight so there could be a full Council discussion and vote on this item.

Mr. Plechash stated that he has a great amount of respect for the Planning Commission and noted that their recommendations are typically adopted by the Council, but not always. He stated that from his personal recollection, he cannot think of a time when the Council overturned a unanimous decision. He stated that he believes in this instance, the Planning Commission made the correct recommendation. He stated that he feels that the Comprehensive Plan and zoning are seemingly at odds in this case which was something brought to light during the first meeting. He stated that he feels the density is intended for a multi-family type scenario and in his opinion, the south side is a different micro-neighborhood. He stated that he went and walked this area again prior to his trip and believes that 3 homes on that lot, particularly when you account for the wetland, just does not seem right. He stated that there was another subdivision referenced that had 4 homes built on it and noted that, in retrospect, he feels that was a bad decision. He stated that the 4 homes that are crammed in there just don't look right to him and he thinks if they approved this, the same thing would occur in this neighborhood. He stated that he thinks the wetland plays into this in both the calculations and the aesthetics of what would be there. He stated that having two homes on that lot makes a lot of sense to him and believes that the Council should deny this request and ask for a plan to come back with 2 homes.

Ms. Iverson stated that Mr. Plechash has made some of the points that she had also planned to make. She stated that one of the first things that she decided to go back to when she decided to get involved in this conversation was the Comprehensive Plan. She stated

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that the Plan talks about being 'charming' and read aloud a portion of the language. She stated that she agreed with Mr. Plechash that what would best fit this lot would be 2 homes. She stated that she lives next to a development where two lots were taken and subdivided it into 4 lots. She stated that she had lived in the community for 25 years and feels that one decision changed the neighborhood forever. She referenced the amount of trees that were removed, and the 65 foot lots require residents to park on the street or on gravel pads. She stated that at the time that was approved she was serving on the Planning Commission, and fought hard for a recommendation of 3 lots rather than 4. She read aloud one of the guiding principles that she feels were important to take into consideration related to tree removal, and noted that she felt the canopy throughout the City was going away too quickly. She stated that she feels the right choice for this parcel is for 2 homes, and noted that she feels that could potentially save some additional big trees. She stated that there had been discussion about the variety of lot sizes in the neighborhood and noted that she would agree that there are a variety of sizes, but within the smaller lots are smaller homes that have green grass and larger amounts of trees. She stated that she feels her job in serving on the Council is to represent the voices in the community and in this case, can do that along with following the Comprehensive Plan and the City ordinances. She clarified that she would fully support two homes on this parcel, but cannot support three homes.

Mr. Parkhill stated that he had spoken to everyone who had contacted him about this project. He stated that the immediate neighbors appear to be against the project and several around the corner are 'okay' with it. He reviewed the items that he has considered related to trees and the new tree plan, setbacks, homes in the area, and noted that he had read everything available on this subject. He stated that the question still remains on whether this should be subdivided into 2 or 3 lots. He reviewed his thoughts that that are both for and against the request, and explained that the conclusion he has come to that with the loss of so many trees in the broader neighborhood over the last 10 years and on the property already, he believes that there could be an adverse effect to the immediate neighborhood and the community would be better served with a 2 lot subdivision.

Ms. MacDonald stated that this request has turned out to be more complicated than what she initially saw as a pretty simple application. She stated that she has walked the neighborhood several times. She noted that when she considers things like lakefront, row homes, or charm, those are things are not included in the City's ordinances and feels they are both subjective and nuanced. She stated that she still supports the proposed 3 lot subdivision.

Mayor Mouton stated that, in the past, 99% of the time she has voted against approving subdivisions. She stated that there are lots the same size at LaSalle and Central, and noted that she voted against that subdivision. She stated that it was not just about the lot size and were a lot of factors she considered. She stated that she also voted against the 3 lots at the corner of Central and Wise. She explained that this proposal, to her, is in keeping with the neighborhood. She noted that the developer has plans to plant trees for trees that he was not even responsible for cutting down, which she feels is a responsible approach. She stated that the way she is looking at this is the way the zoning is written. She noted that she was the one who had mentioned at a past meeting that this developer had built nice homes on Walker, just because she used to live on Walker and was familiar with them. She stated that she also felt that was important information to consider to ensure the type of home that was going to be built was consistent with their expectations. She

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stated that she finds the creation of the lots for this subdivision would not adversely impact the area. She reviewed the criteria the Council was to review that she felt were clear and others that were more subjective. She reiterated that in her opinion, this is a reasonable application and is aligned with and similar to the other lots in the neighborhood.

There being no further discussion, Mayor Mouton asked for a motion. Ms. MacDonald made a motion, seconded by Mayor Mouton, to Adopt Resolution No.19-2023 Approving a Subdivision at 1030 Lake Street East.

Roll Call Vote: In favor: MacDonald and Mouton; Opposed: Plechash, Iverson, and Parkhill. The motion failed 2/3.

Mayor Mouton asked for a summary of the previous resolution language that had been prepared for denial of the request.

Mr. Dahl reviewed a summary of the original report and recommendation for denial from the Planning Commission recommendation.

Ms. Quarles clarified that this information was what had been presented at the March 7, 2023 meeting and gave a brief review of the findings.

There being no further discussion, Mayor Mouton asked for a motion. Ms. Iverson made a motion, seconded by Mr. Plechash, to Deny the Subdivision at 1030 Lake Street East, based on the Planning Commission report and recommendation findings that (i) it was not consistent with the low density residential parcels or other parcels on the south side of the street; (ii) would not adequately preserve sensitive areas/trees; and (iii) would adversely impact scale, pattern, character of the neighborhood through tree removal and density.

Roll Call Vote: In favor: Plechash, Iverson, and Parkhill. Opposed: MacDonald and Mouton. The motion carried 3/2.

AGENDA ITEM 9. New Business.

a. Consider Adoption of Resolution 25-2023 Issuing a Negative Declaration of Need for an Environmental Impact Statement for the Ferndale Bluffs Residential Project at 565 Ferndale Road West

Ms. Goellner gave an overview of the request by Whitten Associates for a project at 565 Ferndale Road West involving a subdivision of an existing lot into four new residential lots. She explained that in 2022, the City exercised its authority to order an Environmental Assessment Worksheet (EAW) and because of this process, the subdivision application was not deemed complete for review. She introduced the City's consultant, Alison Harwood, Director of Natural Resources, from WSB.

Alison Harwood, WSB, noted that as part of this process they took public comment and have provided responses to those comments in the Council packet. She reviewed the project location, the EAW process, EIS process, background of the project, impact analysis of the project, future reviews/approval required, and reviewed comments received through March 13, 2023. She reviewed the criteria used to decide if a project has the potential for significant environmental effects, and explained that they found this potential did not exist.

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Mayor Mouton asked what information the City would have in hand with an EIS versus an EAW. Ms. Harwood explained that often it is all the same information. She noted that an EIS also looks at socio-economic impacts and would require alternatives and explained that the final development is generally not one of the alternatives. She stated that neither an EAW or an EIS approve or deny a project, and are really just planning documents so they have adequate information when they move on to the next review processes.

Mayor Mouton clarified that the Council was not being asked to approve a project at this point, but was simply being asked to say that the first part of this process has been completed.

Ms. Harwood stated that one of the things that will come out of this process is that the City, when they go through the subdivision application process, will now have a list of several mitigation measures that it can ensure are included in any approval.

Mayor Mouton stated that there were a few individuals who have asked to speak to this item at tonight's meeting. She reiterated that the City was not considering the project tonight and would just be looking at the EAW and the possible negative declaration for an EIS.

Sue Schwalbach, 510 W. Ferndale, stated that everyone who lives in this area expected this property to be sold, but noted that they were surprised with the density of the proposal. She stated that she thinks it is good that the City had asked for an EAW and believes that it raised questions that are yet to be answered partly because it is a generic document. She stated that this property is a hilly, wooded piece of land that will be remarkably altered with the proposal of 4 houses on it. She stated that there is wetland and a bluff and if you do calculations based on what is left and buildable that is what is forcing these 4 homes to be built on this smaller bit of landscape. She stated that plans for homes, road, driveways, and a pond will massively alter what this piece of land looks like. She noted a discrepancy she found from the Capen sisters' document on page 6, item 9.a., and read aloud from this item. She stated that she takes this comment to mean that they are not seeing this project as dealing with the lots but the infrastructure. She referenced the statement from the development on the EAW, page 3, item 6.b., which has a different idea expressed about how this project will move forward. She stated that she feels the City needs to recognize that they cannot compare this project to anything else that has gone on in the City, which is why she feels there are still questions that need to be asked about this project. She asked the City to remember the wisdom of Ken Dayton to help develop the property along Ferndale.

Mayor Mouton confirmed with the City Manager that the City did an EAW for the Panoway project, but it was determined that an EIS was not needed.

Daniel Johnson, 437 Ferndale Road West, stated that they have lived in this location for about 7 years. He stated that he has written some e-mails to the City and explained that he felt a bit like he was ringing a bell about how this density will irreversibly change the environment on Peavey. He stated that this is a tiny little 9.5 acre pond and they are looking at putting 8 boat slips on 400 feet of land. He noted that there is a very narrow channel that does not allow two boats to pass, and expressed concern with fishing traffic in the spring and the current boats that are there, it is already busy. He stated that they have noticed that Panoway has brought more paddle traffic coming through the channel because it is a quiet little place. He stated that will change with this project because it will become

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a high traffic area in the channel, and there are already issues in the spring time with boats getting through because only one can fit at a time. He stated that he does not see anything in the documents that have talked about how the environment on Peavey will permanently change with added density. He reiterated that this added density will completely change the whole lake environment.

Mayor Mouton stated that there will undeniably be an impact. She explained where she believed she, along with members of the audience, were struggling was with the question of what the threshold is. She stated that she would like to know what the actual measurement is where they say, if you do 'x', we anticipate 'y', and therefore we need more information. She stated that it may be more of an art than a science, but that is what she is looking for. She asked what piece was missing that says this is where the switch gets flipped, and they would say an EIS is absolutely needed. Ms. Harwood stated that one piece of information that gets a bit convoluted here as that the EAW or EIS is related to environmental impacts, such as natural resources. She stated that some of the comments she has heard are more related to the character of the area, which is not something that this document or an EIS would evaluate. She explained that the scope of an EAW or EIS would be to look at whether or not a proposed development complies with the density standards, the ordinance, and existing rules. She noted that whether or not this proposed development meets the character, or is what residents or the City would like to see, is not part of this process.

Phil Soran, 532 Ferndale Road West, stated that he feels the Capen sisters deserve to develop this property and get economic benefit, but the City just needs to watch out what is permanently done to this beautiful property. He stated that he understands that requiring an EIS may not be the proper vehicle, but cautioned that the developer has shown him his material on why he thinks he can do the project this way. He referenced the Jacobs property in Orono and cautioned that if the City does that kind of project here, they should be ashamed. He stated that he is really worried about that possibility and would encourage the Council and staff to really work this project hard, and help the applicant make these decisions. He suggested that they think creatively and see if perhaps they do not actually need to have the roadway, and also see how many trees can be saved. He stated that he wishes that they would plan for fewer lots.

Geoff Martha, 520 Ferndale Road W, stated that the others who have spoken adequately described the special nature of the property. He explained that his concern is for a broader environmental look before they take down a forest. He stated that he was not sure that an EIS was the right thing, but feels there should be a broader scope of environmental review versus the 20 question checklist. He stated that he would like the further mitigation measures to be looked at because he feels this is different than just how many houses are being put on a lot, because this is a forest that will be taken down. He noted that he felt the 20 question checklist was not commensurate with the environmental work for this project, and disagreed with the assessment method. He stated he would like to ensure that the record accurately reflects that the City had received 6 letters, 2 in support and 4 opposed to the project. He stated that this is a beautiful property, and hopes the City takes the time and money for the broader environmental assessment.

Mayor Mouton asked what avenues are available to the City with regard to a project like this, for example, if the Council did not want to take the EIS pathway. Ms. Harwood stated that she has spoken with staff and noted that there are various mitigation measures

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that were outlined in the EAW, and findings of fact that will create a list for the City to have available while they are going through the subdivision review process. She explained that in addition to that, there is a very extensive environmental permitting process that goes along with these types of projects through entities like the watershed district, DNR, Army Corps of Engineers, MPCA, or the City. She reiterated that she would be providing the list of mitigation measures to staff for the review process.

Mayor Mouton asked if these permits were the 'cart' or the 'horse' relative to the application for a subdivision. She stated that she understood they were not talking about the project tonight, but given the sensitivities to this site, she wants to make sure the City has all the mechanisms in place ahead of time. She stated that she wants to make sure that the City is as careful, thoughtful, and sensitive to how this property is going to be developed. She stated that if an EIS is the City's only means to do that, then that is the direction she is leaning. Ms. Goellner explained that how she was viewing this project right now is that there is a property that is guided and zoned for residential use, and the City will be reviewing a subdivision application which will trigger the discussion of all of this again. She stated that she has already created a very lengthy checklist of the mitigation efforts that Ms. Harwood outlined which will be necessary as part of that application review. She stated that she predicts that from that process, if it moves towards approval, that there will be a very long list of conditions and a complicated development agreement. She explained that those are the mechanisms that the City has the authority to use and then rely on the other agencies to follow through with their own regulations. She stated that the City will have to be very thorough but also mindful that this is privately owned property that is platted as a residential property.

Mr. Plechash stated that he is a neighbor of this area, and noted that that there are plenty of reasons to have concerns about the environment in this project. He stated that he is not comfortable with a lot of what is in the plan with regard to excavation and dirt going in and out. He explained that what is before the Council tonight is none of that, and they are not here to approve the plan or the concept tonight. He explained that the only thing they are being asked to look at tonight is whether they want to trigger an EIS, which he does not think they need for this project.

Ms. MacDonald stated that she feels very similarly to Mr. Plechash. She stated that this is an important piece of property that is beautiful, and noted that there are a lot of environmental resources there that should be considered. She stated that now that she has learned more about an EIS, she also did not feel it is the right avenue for this project. She stated that she agreed with the comments made by Mr. Martha because she also had a concern about the EAW worksheet. She stated that she shares a lot of the same concerns as Ms. Collins from the DNR, and felt the response was a bit vague. She stated that she thinks the City will just need to keep a really close eye on this project.

Mr. Parkhill referenced comments made by Ms. Schwalbach and Mr. Soran, and agreed that the City needed to be careful. He stated that he is worried about monitoring the construction and flows into the lake, but this is not the time for those concerns. He stated that this is not the City's last look at the project, and stated that he would also agree that the EIS is not the correct path. He stated that he feels the City will have plenty of time to address some of the other concerns in the future.

Ms. Iverson referenced the list for future reviews and approvals shared by Ms. Harwood. She stated that it appears as though the U.S. Fish and Wildlife Services has

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already looked at endangered species. Ms. Harwood stated that they have not been consulted, but staff had reviewed the official list and explained that was where the Northern Long-Eared Bat comes from because that is a federally endangered species.

Ms. Iverson asked if this meant that no endangered species were there and none would be impacted. Ms. Harwood explained that there is the potential for an endangered species there with the Northern Long-Eared Bat, and noted that there are processes in place that are avoidance processes, for example winter tree clearing.

Ms. Iverson stated that she wants to make sure that the City does its due diligence to really understand the impact to the nature. She stated that they were able to watch the osprey come back to the nature center the other night. She stated that she understands and EIS may not be the right way to go but explained that she was also concerned that the list in front of them of other agencies may not be thorough enough for reviews and approvals. She stated that she would like to make sure that there is an agency that would look at things like birds or wildlife that migrate to the same location year after year and what is the potential impact in the reduction of 2 acres of trees to those species. She stated that similar to the other Councilmembers, she has a lot of concerns about this project but agreed that they will be able to discuss those in due time.

Mayor Mouton stated that she also agreed that the EIS is not the avenue for the City to take in this situation, but feels a very concise list will be necessary. She stated that the ability for the Council to understand the impacts of this project before it comes to them will be critical. She asked the Council to think about the criteria for approval and then incorporate those at the appropriate time. She thanked Ms. Harwood for putting this information together and said she feels like it was a good first step in identifying the things that the City needs to keep an eye on. She stated that the Council takes this project seriously, and assured the residents that it would not be taken lightly by them. She stated the City wants development, but they do want it to be thoughtful development.

Mayor Mouton asked for a motion on the draft resolution. Mr. Parkhill made a motion, seconded by Mr. Plechash, to Adopt Resolution No.25-2023 Issuing a Negative Declaration of Need for an Environmental Impact Statement for the Ferndale Bluffs Residential Project at 565 Ferndale Road West. The motion carried 5/0.

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

a. Upcoming Events/Announcements

City Manager Dahl gave a brief report highlighting the following items:

- New waste bins are being changed out through Republic Services
- Earth Day Celebration will be at City Hall on April 22, 2023 from 1:00 to 3:00 p.m.
- April 27, 2023 from 5:00 to 7:00 p.m. there will be a wine pull at Wine & Spirits which will benefit Second Hand Hounds
- Expressed his appreciation to Liv Laskey, Communications Coordinator and Fred Miller for their work to resolve the technical issues that they have had over the past few meetings

b. Council Member Updates/Announcements

There were no Council member updates or announcements.

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

There were no comments.

AGENDA ITEM 12. Adjournment.

There being no further business, Mayor Mouton asked for a motion to adjourn. Mr. Plechash made a motion, seconded by Ms. MacDonald, to adjourn. The motion carried unanimously. Mayor Mouton adjourned the meeting at 9:43 p.m.

Respectfully submitted,

Kathy Leervig
City Clerk

Drafted by Kayla Rokosz
TimeSaver Off Site Secretarial, Inc.

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City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 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 and April 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

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 04/13/2023 - 04/26/2023
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	DEPOSITS PAYABLE	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	(616.26)	127646
101-00000-20300	DEPOSITS PAYABLE	JMJ SEWER SERVICES	1120 WAYZATA BLVD ST	1120WAYZATABLVD	04/26/2023	1,132.00	127720
101-00000-20300	DEPOSITS PAYABLE	THEIS CONTRACTING	314 BROADWAY AVE N S	314BROADWAY	04/26/2023	1,617.00	127751
101-00000-20300	DEPOSITS PAYABLE	THEIS CONTRACTING	322 BROADWAY ST CUT	322BROADWAY	04/26/2023	1,764.00	127751
101-00000-21707	PD UNION DUES	LAW ENFORCEMENT LABOR S	PD DUES APRIL 2023	APRIL 2023	04/19/2023	810.00	127656
101-00000-21715	LIFE INS.	MN NCPERS LIFE INSURANC	LIFE INS.	830800052023	04/19/2023	32.00	127666
101-00000-21721	FLEX PLAN	HEIDER, NICK	DEP.CARE REIMB.	0421-04282023	04/26/2023	360.00	127716
				Total Department 00000 ALL DEPARTMENTS		5,098.74	
Department: 41100 Mayor and Council							
101-41100-00302	MTG.MINUTES	TIME SAVER	MTG MINUTES	M28165	04/19/2023	755.13	127682
101-41100-00331	COUNCIL - MAYORMILEAGE & EXPENSE	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	480.00	127646
				Total Department 41100 Mayor and Council		1,235.13	
Department: 41500 Administration & Finance							
101-41500-00200	OFFICE SUPPLIES (GENERAL)	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	53.11	127646
101-41500-00304		BEST & FLANAGAN	SHORTAGE ON MATTER#2	586288	04/26/2023	0.50	127700
101-41500-00331	J DAHL MILEAGE & EXPENSE ACCOUNT	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	285.58	127646
101-41500-00404	REPAIRS/MAINT - MACHIN/EQUIP	MARCO	CITY HALL COPIER CON	INV11092675	04/19/2023	43.75	127662
101-41500-00433	J DAHL DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	217.27	127646
101-41500-00433	HR DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	119.88	127646
101-41500-00433	ZOOM DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	1,999.00	127646
101-41500-00433	SURVEY MONKEY DUES, LICENSING & S	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	99.00	127646
101-41500-00434	ADMIN TRAINING AND SCHOOLS	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	20.00	127646
				Total Department 41500 Administration & Finance		2,838.09	
Department: 41910 Community Development							
101-41910-00433	COMM DEV DUES, LICENSING & SEMINA	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	212.99	127646
101-41910-00491	ENERGY & ENVIRONMENT COMMITTEE	CENTER FOR ENERGY AND E	ENERGY EFFICIENCY PR	22516	04/26/2023	620.00	127708
101-41910-00491	ENERGY & ENVIRONMENT COMMITTEE	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	233.90	127646
				Total Department 41910 Community Development		1,066.89	
Department: 41940 Building Operations & Maint.							
101-41940-00321	SERVICE	MEDIACOM	CITY HALL SERVICE	MARCH 2023	04/26/2023	355.90	127730
101-41940-00321	SERVICE	POPP TELECOM	SERVICE	APRIL 2023	04/26/2023	421.72	127744
101-41940-00499	MISCELLANEOUS	HENNEPIN COUNTY TAX SER	1ST HALF DEPOT PROPE	52140-2023	04/19/2023	3,109.06	127650
				Total Department 41940 Building Operations & Maint.		3,886.68	
Department: 42100 Police							
101-42100-00210	OPERATING SUPPLIES (GENERAL)	CARLSON, LAURA	RE-ISSUE LOST CK - P	11/16/22	04/19/2023	35.45	127634
101-42100-00210	OPERATING SUPPLIES (GENERAL)	DATZMAN, TYLER	RE-ISSUE LOST CK - P	7/19/22	04/19/2023	25.80	127642
101-42100-00210	PD BIKE OPERATING SUPPLIES (GENER	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	37.49	127646
101-42100-00433	PD CONF. DUES, LICENSING & SEMINA	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	205.42	127646
101-42100-00433	OFFICER POST DUES, LICENSING & SE	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	360.00	127646
101-42100-00434	PD TRAINING AND SCHOOLS	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	50.00	127646
				Total Department 42100 Police		714.16	
Department: 42200 Fire							
101-42200-00217	Uniforms	MACQUEEN EQUIPMENT	FD HELMETS	P14332	04/26/2023	295.00	127726
101-42200-00240	Small Tools and Minor Equip	BOUND TREE MEDICAL, LLC	FD SUPPLIES	84928962	04/26/2023	532.98	127702
101-42200-00323	Radio Units	ACTIVE 911	FD ALERTING SYSTEM S	483001	04/26/2023	600.00	127694

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 42200 Fire							
101-42200-00404	Repairs/Maint - Machin/Equip	KIRVIDA FIRE, INC.	FD TRUCK REPAIRS	11317	04/26/2023	292.98	127723
101-42200-00434	Training and schools	MN FIRE SERVICE CERTIFI	2 CERTIFICATION EXAM	11074	04/26/2023	252.00	127733
101-42200-00499	MISCELLANEOUS	BANK OF AMERICA	FD CHARGES	MARCH 2023	04/19/2023	142.01	127627
				Total Department 42200 Fire		2,114.97	
Department: 43100 Streets							
101-43100-00220	REPAIR/MAINT SUPPLY (GENERAL)	CRYSTEEL	TRUCK REPAIR PARTS	FP191535	04/26/2023	1,661.00	127711
101-43100-00220	Repair/Maint Supply (GENERAL)	ZIEGLER	PARTS	IN000953624	04/26/2023	154.67	127760
				Total Department 43100 Streets		1,815.67	
Department: 43300 Engineering							
101-43300-00433	ENG TECH DUES, LICENSING & SEMINA	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	(765.00)	127646
				Total Department 43300 Engineering		(765.00)	
Department: 45200 Parks							
101-45200-00210	OPERATING SUPPLIES (GENERAL)	GOPHER ACE TRU VALUE	SUPPLIES	015372	04/19/2023	26.25	127647
101-45200-00210	OPERATING SUPPLIES (GENERAL)	ROISELAND, KARL	PARTS	04-13-2023	04/19/2023	5.69	127677
101-45200-00222	Repair & Maint - Equip	ADVANCE AUTO PARTS	PARTS - PARKS	15077-208303	04/26/2023	31.31	127695
101-45200-00222	REPAIR & MAINT - EQUIP	AMERICAN PRESSURE	PARTS - PARKS	134016	04/26/2023	310.45	127697
101-45200-00222	Repair & Maint - Equip	M-B COMPANIES, INC.	PARTS	273126	04/26/2023	171.11	127724
101-45200-00222	REPAIR & MAINT - EQUIP - 2022	M-B COMPANIES, INC.	M-B TRACTOR REPAIR -	268043	04/19/2023	4,512.61	127660
101-45200-00222	REPAIR & MAINT - EQUIP	NAPA AUTO PARTS-LONG LA	SUPPLIES - PARKS	3270-566819	04/26/2023	48.22	127736
				Total Department 45200 Parks		5,105.64	
Department: 45203 Boulevard Maint. And lighting							
101-45203-00381	SERVICE	XCEL ENERGY	BLVD SERVICE	APRIL2023	04/19/2023	4,445.68	127692
				Total Department 45203 Boulevard Maint. And lighting		4,445.68	
Department: 49200 Miscellaneous Allocations							
101-49200-00212	MOTOR FUELS	MANSFIELD OIL COMPANY	FUEL	24213391	04/26/2023	1,766.61	127728
101-49200-00212	MOTOR FUELS	MANSFIELD OIL COMPANY	FUEL	24213384	04/26/2023	1,403.41	127728
101-49200-00322	POSTAGE	PURCHASE POWER	POSTAGE	APRIL 2023	04/19/2023	5,050.00	127675
				Total Department 49200 Miscellaneous Allocations		8,220.02	
				Total Fund 101 GENERAL FUND		35,776.67	
Fund: 305 DOWNTOWN TIF DISTRICT 6							
Department: 40000 General Department							
305-40000-00302	Consultants	EHLERS	HOYT REDEVELOPMENT	93903	04/19/2023	420.00	127645
305-40000-00302	Consultants	EHLERS	ZITZLOFF REDEVELOPME	93904	04/19/2023	562.50	127645
305-40000-00304	Legal Fees	EHLERS	GENERAL TIF CONSULTI	93902	04/19/2023	245.00	127645
				Total Department 40000 General Department		1,227.50	
				Total Fund 305 DOWNTOWN TIF DISTRICT 6		1,227.50	
Fund: 316 BAY CENTER TIF #5							
Department: 40000 General Department							
316-40000-00302	Consultants	EHLERS	GENERAL TIF CONSULTI	93902	04/19/2023	245.00	127645
316-40000-00302	Consultants	EHLERS	HOYT REDEVELOPMENT	93903	04/19/2023	420.00	127645
316-40000-00302	Consultants	EHLERS	ZITZLOFF REDEVELOPME	93904	04/19/2023	562.50	127645
				Total Department 40000 General Department		1,227.50	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 316 BAY CENTER TIF #5							
					Total Fund 316 BAY CENTER TIF #5	1,227.50	
Fund: 404 PARK AND TRAIL CIP							
Department: 40000 General Department							
404-40000-00309	TREE MANAGEMENT	SATHRE-BERGQUIST, INC.	101 RIDGEVIEW DR COR	81766	04/26/2023	1,700.00	127745
					Total Department 40000 General Department	1,700.00	
					Total Fund 404 PARK AND TRAIL CIP	1,700.00	
Fund: 409 EQUIP REVOLVING							
Department: 42100 Police							
409-42100-00550	VEHICLES	DEPUTY REGISTRAR 126	2 NEW SQUAD TITLES	04262023	04/26/2023	50.00	127713
					Total Department 42100 Police	50.00	
					Total Fund 409 EQUIP REVOLVING	50.00	
Fund: 437 LIBRARY/COMM.ROOM CIP							
Department: 40000 General Department							
437-40000-00309	CONTRACTUAL SERVICES - BAS SYSTEM	AUTOMATED LOGIC	LIBRARY HVAC	444386	04/19/2023	3,120.00	127626
					Total Department 40000 General Department	3,120.00	
					Total Fund 437 LIBRARY/COMM.ROOM CIP	3,120.00	
Fund: 610 WATER FUND							
Department: 00000 ALL DEPARTMENTS							
610-00000-37110	W/S/STORM SALES	KOTHARI, JAY	REFUND - OVERPAYMENT	4/12/2023	04/19/2023	15.56	127654
610-00000-37110	W/S/STORM SALES	RICE STREET EAST PROPS	REFUND FOR OVERPAYME	4/12/2023	04/19/2023	490.80	127676
					Total Department 00000 ALL DEPARTMENTS	506.36	
Department: 40000 General Department							
610-40000-00216	CHEMICALS AND CHEM PRODUCTS	HAWKINS, INC	CHEMICALS	6446890	04/19/2023	40.00	127649
610-40000-00216	CHEMICALS AND CHEM PRODUCTS	HAWKINS, INC	CHEMICALS	6447394	04/19/2023	70.00	127649
610-40000-00242	WELL & F.P. EQUIPMENT	GRAINGER, INC.	PARTS	9673088390	04/19/2023	365.26	127648
610-40000-00242	Well & F.P. Equipment	GREAT NORTHERN ENVIRONM	WTP FILTER	4752	04/26/2023	112.00	127715
610-40000-00310	Plan Review	METROPOLITAN COUNCIL -	WTP2 PERMIT FEES	0001155866	04/26/2023	475.00	127731
610-40000-00310	Plan Review	METROPOLITAN COUNCIL -	WTP3 PERMIT FEES	0001155867	04/26/2023	475.00	127732
610-40000-00322	POSTAGE	IMPACT MAILING & FULFIL	UTILITY BILLS POSTAG	ON ACCT. APRIL2023	04/19/2023	3,000.00	127651
610-40000-00323	SERVICE	POPP TELECOM	SERVICE	APRIL 2023	04/26/2023	120.86	127744
					Total Department 40000 General Department	4,658.12	
					Total Fund 610 WATER FUND	5,164.48	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00322	POSTAGE	IMPACT MAILING & FULFIL	UTILITY BILLS POSTAG	ON ACCT. APRIL2023	04/19/2023	3,000.00	127651
620-40000-00323	SERVICE	POPP TELECOM	SERVICE	APRIL 2023	04/26/2023	44.09	127744
					Total Department 40000 General Department	3,044.09	
					Total Fund 620 SEWER FUND	3,044.09	
Fund: 630 MOTOR VEHICLE							
Department: 40000 General Department							
630-40000-00210	Operating Supplies (GENERAL)	PAKOR INC.	MV PASSPORT SUPPLIES	0687216	04/26/2023	386.49	127740
630-40000-00331	MV MILEAGE & EXPENSE ACCOUNT	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	18.61	127646
630-40000-00404	MV COPIER MAINT.	MARCO TECHNOLOGIES LLC	MV PRINTERS MAINT	499043610	04/19/2023	274.79	127663

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 630 MOTOR VEHICLE							
Department: 40000 General Department							
630-40000-00433	MV DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	29.95	127646
				Total Department 40000 General Department		709.84	
				Total Fund 630 MOTOR VEHICLE		709.84	
Fund: 640 LIQUOR							
Department: 00000 ALL DEPARTMENTS							
640-00000-10150	ATM	CASH - OLD NATIONAL	ATM FILL	04262023	04/26/2023	15,000.00	127707
				Total Department 00000 ALL DEPARTMENTS		15,000.00	
Department: 47000 Off-Sale							
640-47000-00210	OPERATING SUPPLIES (GENERAL)	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106638600	04/19/2023	150.00	127628
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098975000	04/19/2023	1,376.05	127628
640-47000-00251	LIQ RESALE	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0099072200	04/26/2023	86.75	127699
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639110	04/26/2023	28.16	127705
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639112	04/26/2023	1,485.00	127705
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639111	04/26/2023	2,491.36	127705
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348539517	04/19/2023	126.45	127632
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512745	04/19/2023	198.00	127632
640-47000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512746	04/19/2023	1,687.21	127632
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2271313	04/19/2023	351.75	127653
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2273567	04/19/2023	1,606.91	127653
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2278170	04/26/2023	898.88	127721
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	246036	04/26/2023	(13.08)	127721
640-47000-00251	LIQUOR	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2278169	04/26/2023	1,527.61	127721
640-47000-00251	LIQUOR FOR RESALE	LIBATION PROJECT	WINE	56776	04/19/2023	316.02	127657
640-47000-00251	LIQUOR FOR RESALE	MAVERICK WINE CO.	LIQUOR & WINE	963069	04/19/2023	486.00	127664
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6570378	04/19/2023	214.00	127674
640-47000-00251	LIQUOR	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6574043	04/26/2023	76.75	127743
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2333749	04/26/2023	85.50	127747
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2333751	04/26/2023	344.90	127747
640-47000-00251	LIQUOR	SOUTHERN GLAZER`S	LIQUOR & WINE	2331366	04/19/2023	1,141.07	127680
640-47000-00251	LIQUOR FOR RESALE	WINE COMPANY	WINE	231956	04/19/2023	24.33	127688
640-47000-00252	WINE	BOURGET IMPORTS	WINE	195605	04/26/2023	538.00	127703
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639114	04/26/2023	1,016.00	127705
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639113	04/26/2023	184.00	127705
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512743	04/19/2023	3,552.00	127632
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348539516	04/19/2023	1,725.88	127632
640-47000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512744	04/19/2023	624.00	127632
640-47000-00252	WINE	DOMACE VINO	WINE	26179	04/19/2023	180.00	127643
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2271314	04/19/2023	396.00	127653
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2273568	04/19/2023	698.80	127653
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	246034	04/26/2023	(65.58)	127721
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	246035	04/26/2023	(13.36)	127721
640-47000-00252	WINE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2275925	04/26/2023	712.00	127721
640-47000-00252	WINE RESALE	LIBATION PROJECT	WINE	56776	04/19/2023	340.08	127657
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	967425	04/26/2023	800.04	127729
640-47000-00252	WINE	MAVERICK WINE CO.	LIQUOR & WINE	963069	04/19/2023	159.96	127664
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	202653	04/19/2023	1,272.00	127667
640-47000-00252	WINE RESALE	NEW FRANCE WINE COMPANY	WINE	202955	04/26/2023	368.00	127737

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	ORIGIN WINE & SPIRITS	WINE	0021317	04/26/2023	256.00	127739
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	198199	04/19/2023	686.00	127671
640-47000-00252	WINE RESALE	PAUSTIS & SONS	WINE	198874	04/26/2023	712.00	127741
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6572266	04/19/2023	96.00	127674
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6566939	04/19/2023	5,760.00	127674
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6570379	04/19/2023	1,216.25	127674
640-47000-00252	WINE RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6574044	04/26/2023	502.00	127743
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2333750	04/26/2023	184.00	127747
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2333752	04/26/2023	248.00	127747
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2331367	04/19/2023	1,260.00	127680
640-47000-00252	WINE	SOUTHERN GLAZER`S	LIQUOR & WINE	2331368	04/19/2023	3,600.00	127680
640-47000-00252	WINE	VINOCOPIA	WINE	0327214	04/26/2023	472.00	127756
640-47000-00252	WINE	VINOCOPIA	WINE	0326871	04/19/2023	309.50	127687
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	231956	04/19/2023	592.00	127688
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	232043	04/19/2023	2,704.00	127688
640-47000-00252	WINE RESALE	WINE COMPANY	WINE	232558	04/26/2023	960.67	127757
640-47000-00252	WINE	WINE MERCHANT	WINE	7421998	04/19/2023	5,922.42	127689
640-47000-00252	WINE	WINE MERCHANT	WINE	7422851	04/26/2023	1,840.00	127758
640-47000-00252	WINE	WINE MERCHANT	WINE	749007	04/26/2023	(1,493.84)	127758
640-47000-00252	WINE	WINE MERCHANT	WINE	748689	04/26/2023	(4.00)	127758
640-47000-00252	WINE	WINE MERCHANT	WINE	7422852	04/26/2023	6,816.00	127758
640-47000-00252	WINE	WINE MERCHANT	WINE	7423333	04/26/2023	2,566.00	127758
640-47000-00252	WINE RESALE	WINEBOW	WINE	MN00128738	04/19/2023	308.96	127690
640-47000-00253	BEER	56 BREWING LLC	BEER	5622274	04/26/2023	104.00	127693
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	359003	04/19/2023	(9.24)	127624
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3596523	04/19/2023	567.20	127624
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3597883	04/26/2023	67.65	127698
640-47000-00253	BEER RESALE	ARTISAN BEER COMPANY	BEER	3597884	04/26/2023	870.60	127698
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348710249	04/26/2023	359.25	127704
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	900108613	04/26/2023	7,982.97	127704
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348585606	04/19/2023	411.00	127631
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348585605	04/19/2023	262.92	127631
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348585607	04/19/2023	2,580.85	127631
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410666973	04/19/2023	(457.40)	127631
640-47000-00253	BEER	BREAKTHRU BEVERAGE	BEER	410803037	04/19/2023	(122.40)	127631
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2818953	04/19/2023	957.10	127633
640-47000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2821993	04/26/2023	1,916.65	127706
640-47000-00253	BEER	CLEAR RIVER BEVERAGE CO	BEER	682487	04/26/2023	264.24	127710
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1876786	04/19/2023	616.40	127641
640-47000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1881781	04/26/2023	977.70	127712
640-47000-00253	BEER RESALE	HOHENSTEINS INC.	BEER	598513	04/26/2023	600.30	127718
640-47000-00253	BEER FOR RESALE	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2275924	04/26/2023	1,980.00	127721
640-47000-00254	MISC.BEV	AM CRAFT SPIRITS INC	MISC.MDSE	16586	04/19/2023	40.50	127622
640-47000-00254	MISC.MIX	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106638600	04/19/2023	129.70	127628
640-47000-00254	MISC MIX	COCA-COLA	MIX	3609220254	04/19/2023	521.60	127636
640-47000-00254	MISC.BEV	PEPSI COLA	MISC BEV	48790407	04/19/2023	317.30	127672
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6574044	04/26/2023	108.25	127743
640-47000-00254	ICE	SHAMROCK GROUP	ICE	2876546	04/19/2023	171.20	127678
640-47000-00254	SOFT DRINKS/MIX FOR RESALE	WINE MERCHANT	WINE	7422851	04/26/2023	167.50	127758

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00256	CIGARETTES	M.AMUNDSON LLP	CIGARETTES & CIGARS	359997	04/26/2023	1,280.12	127725
640-47000-00259	FREIGHT	AM CRAFT SPIRITS INC	MISC.MDSE	16586	04/19/2023	1.40	127622
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0106638600	04/19/2023	7.31	127628
640-47000-00259	FREIGHT	BELLBOY BAR SUPPLY CORP	LIQUOR & MIX	0098975000	04/19/2023	11.55	127628
640-47000-00259	FREIGHT	BOURGET IMPORTS	WINE	195605	04/26/2023	8.00	127703
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639110	04/26/2023	0.24	127705
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639112	04/26/2023	5.80	127705
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639111	04/26/2023	21.75	127705
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639114	04/26/2023	7.25	127705
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639113	04/26/2023	1.45	127705
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512743	04/19/2023	15.95	127632
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348539517	04/19/2023	0.48	127632
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348539516	04/19/2023	12.93	127632
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512744	04/19/2023	2.90	127632
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512745	04/19/2023	1.45	127632
640-47000-00259	FREIGHT	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348512746	04/19/2023	12.08	127632
640-47000-00259	FREIGHT	DOMACE VINO	WINE	26179	04/19/2023	3.00	127643
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2271313	04/19/2023	4.38	127653
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2271314	04/19/2023	7.30	127653
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2273567	04/19/2023	14.60	127653
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2273568	04/19/2023	8.76	127653
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2275924	04/26/2023	51.10	127721
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2278170	04/26/2023	5.84	127721
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2278169	04/26/2023	11.68	127721
640-47000-00259	FREIGHT	JOHNSON BROS.-ST.PAUL	LIQUOR & WINE	2275925	04/26/2023	13.14	127721
640-47000-00259	FREIGHT	LIBATION PROJECT	WINE	56776	04/19/2023	6.00	127657
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	967425	04/26/2023	1.50	127729
640-47000-00259	FREIGHT	MAVERICK WINE CO.	LIQUOR & WINE	963069	04/19/2023	3.00	127664
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	202653	04/19/2023	17.50	127667
640-47000-00259	FREIGHT	NEW FRANCE WINE COMPANY	WINE	202955	04/26/2023	2.50	127737
640-47000-00259	FREIGHT	ORIGIN WINE & SPIRITS	WINE	0021317	04/26/2023	2.92	127739
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	198199	04/19/2023	7.50	127671
640-47000-00259	FREIGHT	PAUSTIS & SONS	WINE	198874	04/26/2023	7.50	127741
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6572266	04/19/2023	1.46	127674
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6570378	04/19/2023	2.92	127674
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6570379	04/19/2023	23.72	127674
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6574044	04/26/2023	10.22	127743
640-47000-00259	FREIGHT	PHILLIPS WINES & SPIRIT	LIQUOR & WINE	6574043	04/26/2023	1.46	127743
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2333749	04/26/2023	1.28	127747
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2333751	04/26/2023	4.05	127747
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2333750	04/26/2023	2.56	127747
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2333752	04/26/2023	5.12	127747
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2331366	04/19/2023	7.25	127680
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2331367	04/19/2023	19.20	127680
640-47000-00259	FREIGHT	SOUTHERN GLAZER`S	LIQUOR & WINE	2331368	04/19/2023	35.84	127680
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0327214	04/26/2023	10.00	127756
640-47000-00259	FREIGHT	VINOCOPIA	WINE	0326871	04/19/2023	5.00	127687
640-47000-00259	FREIGHT	WINE COMPANY	WINE	231956	04/19/2023	10.35	127688
640-47000-00259	FREIGHT	WINE COMPANY	WINE	232043	04/19/2023	32.00	127688

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	WINE COMPANY	WINE	232558	04/26/2023	14.45	127757
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7421998	04/19/2023	44.05	127689
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7422851	04/26/2023	16.10	127758
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7422852	04/26/2023	51.11	127758
640-47000-00259	FREIGHT	WINE MERCHANT	WINE	7423333	04/26/2023	13.14	127758
640-47000-00259	FREIGHT	WINEBOW	WINE	MN00128738	04/19/2023	4.50	127690
640-47000-00306	PERSONNEL EXPENSE	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	75.81	127646
640-47000-00321	SERVICE	POPP TELECOM	SERVICE	APRIL 2023	04/26/2023	100.00	127744
640-47000-00340	ADVERTISING	SPEEDPRO IMAGING	STORE SIGNS	10156	04/26/2023	244.35	127748
640-47000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57523732	04/26/2023	75.63	127735
640-47000-00497	STORE CREDIT CARD FEES	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	128.31	127646
				Total Department 47000 Off-Sale		86,576.00	
Department: 48000 On-Sale							
640-48000-00210	BAR SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	5153372581	04/19/2023	188.17	127635
640-48000-00210	BAR OPERATING SUPPLIES (GENERAL)	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	54.70	127646
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	552189	04/26/2023	82.10	127742
640-48000-00210	BAR SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	554120	04/26/2023	103.06	127742
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10507108	04/26/2023	138.83	127752
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10508846	04/26/2023	102.76	127752
640-48000-00210	SUPPLIES	TOLL GAS & WELDING SUPP	BAR SUPPLIES	10508395	04/26/2023	77.63	127752
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2996267	04/19/2023	486.50	127683
640-48000-00210	BAR SUPPLIES	TRIMARK	SUPPLIES	2996848	04/26/2023	75.73	127753
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	833645	04/19/2023	34.98	127684
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	832808	04/19/2023	301.67	127684
640-48000-00210	BAR SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	834380	04/26/2023	266.84	127754
640-48000-00210	OPERATING SUPPLIES (GENERAL)	ULINE	BAR PATIO UMBRELLA B	162245984	04/26/2023	214.67	127755
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348767445	04/26/2023	237.00	127705
640-48000-00251	LIQUOR	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639063	04/19/2023	639.00	127632
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	554120	04/26/2023	262.68	127742
640-48000-00251	Liquor For Resale	PERFORMANCE FOOD GROUP,	FOOD	549411	04/19/2023	131.90	127673
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	544267	04/19/2023	110.73	127673
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	546019	04/19/2023	71.35	127673
640-48000-00251	LIQUOR	PERFORMANCE FOOD GROUP,	FOOD	547119	04/19/2023	95.40	127673
640-48000-00251	LIQUOR	US FOODS	FOOD	3469707	04/19/2023	99.20	127686
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348767445	04/26/2023	226.27	127705
640-48000-00252	WINE	BREAKTHRU BEVERAGE MN	LIQUOR & WINE	348639063	04/19/2023	154.15	127632
640-48000-00252	WINE	WINE MERCHANT	WINE	7423300	04/26/2023	882.50	127758
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348810696	04/26/2023	864.00	127704
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348710243	04/19/2023	116.00	127631
640-48000-00253	BEER	BREAKTHRU BEVERAGE	BEER	348711929	04/19/2023	1,350.00	127631
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2821844	04/19/2023	357.00	127633
640-48000-00253	BEER	CAPITOL BEVERAGE SALES	BEER	2824773	04/26/2023	864.00	127706
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1887384	04/26/2023	564.00	127712
640-48000-00253	BEER	DAHLHEIMER DISTRIBUTING	BEER	1882296	04/26/2023	464.00	127712
640-48000-00253	BEER	MODIST BREWING CO. LLC	BEER	40481	04/26/2023	175.00	127734
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	552189	04/26/2023	165.50	127742
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	554120	04/26/2023	54.81	127742
640-48000-00254	Soft Drinks/Mix For Resale	PERFORMANCE FOOD GROUP,	FOOD	549411	04/19/2023	57.65	127673
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	544267	04/19/2023	212.08	127673

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 640 LIQUOR							
Department: 48000 On-Sale							
640-48000-00254	MISC.BEV.	PERFORMANCE FOOD GROUP,	FOOD	546019	04/19/2023	323.43	127673
640-48000-00321	SERVICE	POPP TELECOM	SERVICE	APRIL 2023	04/26/2023	100.00	127744
640-48000-00409	BEER LINE SERVICE	T.D. ANDERSON INC.	BEER LINES CLEANED	315589	04/26/2023	135.00	127750
640-48000-00433	BAR DUES, LICENSING & SEMINARS	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	771.47	127646
640-48000-00433	OVERHEAD MUSIC	MOOD MEDIA	OVERHEAD MUSIC	57523732	04/26/2023	75.62	127735
640-48000-00497	CREDIT CARD FEES	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	200.63	127646
				Total Department 48000 On-Sale		11,888.01	
Department: 48500 Kitchen							
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4151926969	04/19/2023	309.25	127635
640-48500-00210	KITCHEN SUPPLIES	CINTAS CORPORATION	KITCHEN SUPPLIES	4152608296	04/26/2023	309.25	127709
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	552189	04/26/2023	40.26	127742
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	554120	04/26/2023	13.28	127742
640-48500-00210	KITCHEN SUPPLIES	PERFORMANCE FOOD GROUP,	FOOD	544267	04/19/2023	237.55	127673
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2994237	04/19/2023	32.09	127683
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2996267	04/19/2023	459.41	127683
640-48500-00210	KITCHEN SUPPLIES	TRIMARK	SUPPLIES	2996848	04/26/2023	18.72	127753
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	833645	04/19/2023	261.39	127684
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	832808	04/19/2023	660.82	127684
640-48500-00210	KITCHEN SUPPLIES	TRIO SUPPLY COMPANY	KITCHEN & BAR SUPPLI	834380	04/26/2023	907.07	127754
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4151926969	04/19/2023	50.03	127635
640-48500-00217	KITCHEN UNIFORMS	CINTAS CORPORATION	KITCHEN SUPPLIES	4152608296	04/26/2023	50.03	127709
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	204632	04/26/2023	598.85	127696
640-48500-00255	FOOD	AMERICAN FISH & SEAFOOD	FOOD	204102	04/19/2023	536.35	127623
640-48500-00255	FOODINGREDIENTS FOR RESALE	BILL'S IMPORTED FOODS	FOOD	137123	04/26/2023	577.65	127701
640-48500-00255	FOOD	KARLSBURGER FOODS, INC.	FOOD	009023492	04/26/2023	198.75	127722
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	449673	04/26/2023	202.60	127727
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	449445	04/26/2023	197.97	127727
640-48500-00255	FOOD RESALE	MAIN STREET BAKERY	FOOD	449847	04/26/2023	197.97	127727
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	552189	04/26/2023	4,956.42	127742
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	554120	04/26/2023	4,466.27	127742
640-48500-00255	FOODIngredients For Resale	PERFORMANCE FOOD GROUP,	FOOD	549411	04/19/2023	4,006.46	127673
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	544267	04/19/2023	2,652.90	127673
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	546019	04/19/2023	3,825.09	127673
640-48500-00255	FOOD	PERFORMANCE FOOD GROUP,	FOOD	547119	04/19/2023	382.11	127673
640-48500-00255	FOODIngredients For Resale	PERFORMANCE FOOD GROUP,	FOOD	552853	04/26/2023	105.50	127742
640-48500-00255	FOOD	US FOODS	FOOD	3469707	04/19/2023	1,192.32	127686
640-48500-00404	REPAIRS/MAINT - MACHIN/EQUIP	HOT AND NOT SERVICE INC	KITCHEN PREP TABLE R	6592	04/26/2023	233.77	127719
640-48500-00415	KNIFE EXCHANGE	COZZINI BROS., INC.	KNIFE EXCHANGE	C12987093	04/19/2023	65.59	127639
640-48500-00415	DISHWASHER LEASE	SUNBURST CHEMICALS, INC	SUPPLIES	0020900	04/26/2023	106.46	127749
				Total Department 48500 Kitchen		27,852.18	
Department: 49100 Capital							
640-49100-00560	STORE ADVERTISING FIXTURES	ELAN-CARDMEMBER SERVICE	MISC EXPENSES	MARCH2023	04/19/2023	641.14	127646
640-49100-00560	FURNITURE AND FIXTURES	SPEEDPRO IMAGING	STORE WINDOW GRAPHIC	9610	04/26/2023	752.91	127748
				Total Department 49100 Capital		1,394.05	
					Total Fund 640 LIQUOR	142,710.24	

Fund: 802 ESCROW PROJECTS
Department: 00000 ALL DEPARTMENTS

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Fund: 802 ESCROW PROJECTS							
Department: 00000 ALL DEPARTMENTS							
802-00000-20331	AT&T UPGRAD	SHORT ELLIOTT HENDRICKS	AT&T UPGRADE INSPECT	444714	04/26/2023	168.05	127746
802-00000-20375	THE RETREAT	COMMUNITY OF RECOVERING	1221 WAYZATA BLVD ES	04142023	04/19/2023	1,147.75	127637
802-00000-20890	294 GROVE - MACONDO RESTAURANT	BOATWORKS II, LLC	PARKING STUDY ESCROW	04142023	04/19/2023	58.30	127630
802-00000-20918	715 RICE - WM. COOLEY	COOLEY, WILLIAM	715 RICE ESCROW REFU	04142023	04/19/2023	3,390.00	127638
				Total Department 00000 ALL DEPARTMENTS		4,764.10	
				Total Fund 802 ESCROW PROJECTS		4,764.10	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			35,776.67	
		305	DOWNTOWN TIF DISTRICT 6			1,227.50	
		316	BAY CENTER TIF #5			1,227.50	
		404	PARK AND TRAIL CIP			1,700.00	
		409	EQUIP REVOLVING			50.00	
		437	LIBRARY/COMM.ROOM CIP			3,120.00	
		610	WATER FUND			5,164.48	
		620	SEWER FUND			3,044.09	
		630	MOTOR VEHICLE			709.84	
		640	LIQUOR			142,710.24	
		802	ESCROW PROJECTS			4,764.10	
		Total For All Funds:				199,494.42	

INVOICE DISTRIBUTION REPORT FOR CITY OF WAYZATA

POST DATES 04/11/2023 - 04/24/2023
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 04/14/2023	04142023	04/14/2023	196,905.02	2475
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL TAXES 04/14/	04/14/2023	04/14/2023	66,638.23	2476
101-00000-20100	ACCOUNTS PAYABLE	OLD NATIONAL BANK	PAYROLL HSA DEPOSITS	04 14 2023	04/14/2023	11,140.45	2477
101-00000-20813	SURCHARGE PAYABLE	MN DEPT.OF LABOR & INDU	1ST QTR SURCHARGE	03/31/2023	04/13/2023	3,189.94	2469
101-00000-21704	PERA	PERA	PERA - PAYROLL 04/14	04142023	04/14/2023	43,592.66	2478
101-00000-21705	NATIONWIDE RETIREMENT	NATIONWIDE RETIREMENT	EMPLOYEE PR DEPOSITS	04142023	04/14/2023	3,040.00	2474
101-00000-21706	HEALTH INSURANCE	HEALTHPARTNERS	APRIL 2023 HEALTH IN	119656542	04/18/2023	79,399.00	2486
101-00000-21709	PW UNION DUES	AFSCME COUNCIL	PW DUES	APRIL 2023	04/24/2023	819.90	2493
101-00000-21711	LONG TERM DISABILITY INSURANCE	DEARBORN LIFE INSURANCE	LONG TERM DISABILITY	04/2023	04/18/2023	780.26	2483
101-00000-21714	SUPPLEMENTAL LIFE INSURANCE	THE STANDARD	APRIL 2023 BASIC & S	04/2023	04/18/2023	1,623.45	2487
101-00000-21716	BASIC LIFE INSURANCE	THE STANDARD	APRIL 2023 BASIC & S	04/2023	04/18/2023	161.26	2487
101-00000-21717	DENTAL INS.	DELTA DENTAL OF MINNESO	APRIL 2023 DENTAL IN	CNS0001206045	04/18/2023	4,042.90	2484
101-00000-21719	ICMA DEFFERED COMP	ICMA	EMPLOYEE ICMA PR DEP	04142023	04/14/2023	2,352.50	2473
101-00000-21720	SHORT TERM DISABILITY INS.	DEARBORN LIFE INSURANCE	APRIL & MAY 2023 SHO	4/2023	04/18/2023	884.90	2482
101-00000-21720	SHORT TERM DISABILITY INS.	DEARBORN LIFE INSURANCE	APRIL & MAY 2023 SHO	4/2023	04/18/2023	884.90	2482
101-00000-21722	VISION INS.	FIDELITY SECURITY LIFE	APRIL 2023 VISION IN	2974595	04/18/2023	159.16	2485
101-00000-39400	MISC.REVENUES	MN DEPT.OF LABOR & INDU	1ST QTR SURCHARGE	03/31/2023	04/13/2023	(127.60)	2469
				Total Department 00000 ALL DEPARTMENTS		415,486.93	
Department: 41500 Administration & Finance							
101-41500-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	APRIL 2023	04/24/2023	663.30	2494
				Total Department 41500 Administration & Finance		663.30	
Department: 42100 Police							
101-42100-00130	EMPLOYER PAID INS	HEALTHPARTNERS	APRIL 2023 HEALTH IN	119656542	04/18/2023	2,603.00	2486
				Total Department 42100 Police		2,603.00	
Department: 42200 Fire							
101-42200-00130	EMPLOYER PAID INS	THE STANDARD	APRIL 2023 BASIC & S	04/2023	04/18/2023	56.32	2487
				Total Department 42200 Fire		56.32	
				Total Fund 101 GENERAL FUND		418,809.55	
Fund: 610 WATER FUND							
Department: 40000 General Department							
610-40000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	APRIL 2023	04/24/2023	29.48	2494
				Total Department 40000 General Department		29.48	
				Total Fund 610 WATER FUND		29.48	
Fund: 620 SEWER FUND							
Department: 40000 General Department							
620-40000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	APRIL 2023	04/24/2023	29.48	2494
				Total Department 40000 General Department		29.48	
				Total Fund 620 SEWER FUND		29.48	
Fund: 630 MOTOR VEHICLE							
Department: 00000 ALL DEPARTMENTS							
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04112023	04/13/2023	346,036.44	2470
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04122023	04/13/2023	183,835.01	2471
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT 04/13/	04132023	04/14/2023	132,942.93	2481

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	04212023	04/24/2023	27,308.02	2497
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04142023	04/21/2023	41,048.22	2490
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04172023	04/21/2023	373,723.01	2491
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04182023	04/21/2023	78,788.19	2492
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04192023	04/24/2023	144,444.75	2495
630-00000-20300	DEPOSITS PAYABLE	STATE OF MINNESOTA	STATE DMV EFT	04202023	04/24/2023	205,186.12	2496
630-00000-20812	DNR REG	MN DNR	MV DNR EFT 04/14/202	04142023	04/14/2023	3,165.50	2479
630-00000-20812	DNR REG	MN DNR	MV DNR EFT 04/14/202	04 14 2023	04/14/2023	25.00	2480
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	04202023	04/21/2023	3,082.20	2488
630-00000-20812	DNR REG	MN DNR	MV DNR EFT	04212023	04/21/2023	366.00	2489
				Total Department 00000 ALL DEPARTMENTS		1,539,951.39	
Department: 40000 General Department							
630-40000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	APRIL 2023	04/24/2023	58.96	2494
				Total Department 40000 General Department		58.96	
				Total Fund 630 MOTOR VEHICLE		1,540,010.35	
Fund: 640 LIQUOR							
Department: 47000 Off-Sale							
640-47000-00381	SERVICE	XCEL ENERGY	MUNI SERVICE	4/5/2023	04/13/2023	1,572.60	2472
640-47000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	APRIL 2023	04/24/2023	132.66	2494
				Total Department 47000 Off-Sale		1,705.26	
Department: 48000 On-Sale							
640-48000-00381	SERVICE	XCEL ENERGY	MUNI SERVICE	4/5/2023	04/13/2023	3,669.41	2472
640-48000-00433	PAYROLL PROCESSING	PAYLOCITY	PAYROLL PROCESSING	APRIL 2023	04/24/2023	560.12	2494
				Total Department 48000 On-Sale		4,229.53	
				Total Fund 640 LIQUOR		5,934.79	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
--- TOTALS BY FUND ---							
		101	GENERAL FUND			418,809.55	
		610	WATER FUND			29.48	
		620	SEWER FUND			29.48	
		630	MOTOR VEHICLE			1,540,010.35	
		640	LIQUOR			5,934.79	
		Total For All Funds:				1,964,813.65	

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 7.c
TITLE: Approval of Municipal Licenses	
PROPOSED MOTION: To Approve the Municipal Licenses as Attached	
PREPARED BY: Lori Krismer, Administrative Assistant	
REVIEWED BY: Jeffrey Dahl, City Manager, Kathy Leervig, City Clerk	

ACTION REQUESTED:
Staff recommends approval of Municipal Licenses.

FINANCIAL OR BUDGET CONSIDERATION:
N/A

BACKGROUND:
N/A

ATTACHMENTS:
1. LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

05/02/2023

LIST OF MUNICIPAL LICENSES FOR CITY COUNCIL APPROVAL

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

2023 Food License - New Ownership	
Small World Learning Center	301 Promenade Ave., Wayzata, MN

WERE APPROVED ADMINISTRATIVELY

2023 Gas Fitter's License	
Three Rivers Mechanical LLC	Anoka, MN

2023 Tree Removal & Treatment License	
Warners Outdoor Solutions, Inc.	Woodbury, MN
All Seasons Tree Service and Snowplowing Inc.	Cottage Grove, MN
B & J Tree Care, Inc.	Lester Prairie, MN

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 7.d
TITLE: Adoption of Amendments to Energy and Environment Committee Bylaws and Resolution 27-2023 Appointing David Ferri to the Energy and Environment Committee	
PROPOSED MOTION: To Adopt the Draft Amendments to the Energy and Environment Committee Bylaws and Adopt Resolution 27-2023 Appointing David Ferri to the Energy and Environment Committee	
PREPARED BY: Nick Kieser, Parks Planner	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff and the Energy and Environment Committee recommend the adoption of the draft amendments and the appointment of David Ferri to the Energy and Environment Committee.

FINANCIAL OR BUDGET CONSIDERATION:
N/A

BACKGROUND:
At the December 6, 2022, City Council workshop, the Council conducted interviews for the Board and Commission vacancies. The Council interviewed David Ferri, a Minnetonka resident, at the workshop and decided not to appoint Mr. Ferri since he is not a Wayzata resident and noted that the Energy and Environment (E&E) Committee should discuss the option to appoint a non-Wayzata resident to the Committee.

At the March 28 E&E Committee meeting, the Committee voted to approve an amendment (4-0) to the Committee bylaws to allow a member that is not a resident of Wayzata. Attached is the draft amended bylaws for review. The E&E Committee noted that Mr. Ferri would be a great addition to the group and has participated in E&E-related activities in the past. Currently, the Committee has 5 appointed members. The last opening is a student position and applications are under review for this position.

ATTACHMENTS:
1. EE Committee_Draft Amended Bylaws
2. Resolution 27-2023

City of Wayzata
Energy and Environment Committee
Amended and Restated Bylaws
(Adopted ____, 2023)

A. Based on the 2040 Vision Statement, 2040 Comprehensive Plan, 2019-2022 Strategic Plan and the Energy and Environment Steering Committee's recommendation, the City Council of the City of Wayzata hereby finds, confirms and memorializes the creation of the Energy and Environment Committee.

B. The vision statement for the Energy and Environment Committee is as follows:

The purpose of the Energy and Environment Committee is to conduct research and provide recommendations to the City Council concerning energy and environmental issues and initiatives confronting the City based on research and collaboration with City staff. Under direction from the City Council, the Committee shall work to protect and preserve the ecological resources of the community so that they are in balance with the economic, recreational, and historic resources of our land and Lake Minnetonka for generations to come.

C. The Committee will act as a research arm of the City Council. Based on extensive research and collaboration with the identified Staff Liaison, the Committee will make recommendations to the City Council that can inform environmental priorities into City departments and operations. Recommendations will emphasize cost saving opportunities for the City. The research of the Committee will pertain to:

i. Renewable energy options for the City and community
ii. City purchasing practices and operations to best conserve energy and save money
iii. City Code changes to reflect best sustainability building and design practices
iv. Ways the City and community can reduce greenhouse gas emissions
v. Ways the City and community can reduce waste
vi. Initiatives for improved water quality and conservation
vii. Ways to educate the public on energy conservation and renewable energy

D. The Committee will be composed of up to seven (7) members, which includes up to six (6) regular members and up to one (1) student member. Five (5) of the ~~R~~regular members must reside within the corporate limits of the City of Wayzata or must be ~~shall be residents of Wayzata or~~a business owner~~s~~ within the City of Wayzata. Student members shall either be residents of Wayzata or be enrolled at a school within Wayzata, or in the Wayzata School District in grades nine (9) through twelve (12).

E. Committee members shall be appointed by the Council, generally, at the very end or beginning of the year.

F. The City Council shall appoint a Council Liaison to the Committee at all times. The Council Liaison will be a non-voting member and not count towards the seven (7) total members.

G. The Committee Chair, Vice Committee Chair, and Secretary shall be elected by a majority vote of the Committee at the first meeting of each year.

H. The members of the Committee will serve a three (3) year term. Members may serve a maximum of three (3) consecutive years on the Committee. If a Committee member has three (3) or more absences in a year, then that membership will be reviewed by the Committee Chair, City Council Liaison, and Staff Liaison on an annual basis.

I. The Committee will meet on a regular monthly basis. The Committee Chair, City Council Liaison, and Staff Liaison will manage the meeting agendas. The Secretary will draft meeting minutes for approval at the subsequent meeting. Approved minutes will be posted on the City website by the Staff Liaison.

J. An Annual Report and Work Plan will be prepared by the Staff Liaison, Committee Chair, and City Council Liaison to be presented to the City Council each year to report on the work that the Committee has completed and that is currently in progress.

K. The City Council Liaison, Staff Liaison, and Committee Chair will manage and monitor the amount of staff time that is required each month for the Committee.

L. Official recommendations from the Committee to the City Council must be approved by a majority vote of Committee members.

CITY OF WAYZATA

RESOLUTION NO. 27-2023

RESOLUTION APPOINTING ENERGY AND ENVIRONMENT COMMITTEE MEMBERS

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

Section 1. BACKGROUND

1.1 Committee. The committee was established in October of 2019 and is not a formal commission.

1.2 Vacancy. Currently, there is two open seats on the committee.

1.3 Applicants. In October 2022, the City Council solicited applications from those who wished to be considered by the Council to fill the vacancies on the Committee.

Section 2. STANDARDS

2.1 City Council Appointment. The City Council established the committee on October 1, 2019 by Resolution 39-2019. The resolution states that committee members will be appointed annually.

Section 3. CITY COUNCIL ACTION

3.1 The City Council of Wayzata hereby finds the following person eligible to serve as a member of the Energy and Environment Committee as follows:

1. David Ferri (non-resident) shall serve a three-year term to expire on December 31, 2025.

Adopted by the Wayzata City Council this 2n^{d} day of May, 2023.

_____
Mayor Johanna Mouton

ATTEST:

_____
City Manager Jeffrey Dahl

ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of Resolution No. 27-2023 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on May 2, 2023.

_____
City Clerk Kathy Leervig

SEAL

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 7.e
TITLE: Approval of Change Order for Beach Playground Equipment	
PROPOSED MOTION: To Approve the Change Order for Playground Equipment at Wayzata Beach	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends approval of the Change Order for certain playground equipment at Wayzata Beach.

FINANCIAL OR BUDGET CONSIDERATION:
The Wayzata Beach playground was funded by the Parks Capital Improvement Program (CIP). The original budget for the project was $330,000. To date, the City has expended $269,989. The piece of equipment has been invoiced at $59,999 and is still within the overall original allocation for the project.

BACKGROUND:
On June 1, 2021, staff presented plans and cost estimates for the proposed Wayzata Beach Playground improvements and requested authorization to purchase the equipment and construct the playground. The Council unanimously approved the plans and requested authorization. Select pages from the June 1, 2021 City Council packet are attached for reference.

Over the past several months, while working on the closeout of the Wayzata Beach Playground project, it was determined that one of the major pieces of equipment's unit price had not been included in the original cost estimate. It is the signature piece, the GT Wave netclimber. The piece was installed in the fall of 2021 and has since been used by many playground visitors.

In order to finalize the project, and properly document the city's purchases, the vendor has requested payment for the installed piece of equipment. Should the Council decide not to authorize the Change Order purchase, the equipment will be removed.

ATTACHMENTS:
1. City Council Agenda Packet June 1, 2021 (select pages)
2. GT Wave Invoice

City of Wayzata
City Council Agenda Report

MEETING DATE: June 1, 2021	**AGENDA ITEM:** 8.c
TITLE: Consider Approval of Wayzata Beach Playground Design and Authorization to Proceed with Purchase of Equipment and Construction	
PROPOSED MOTION: To Approve the Wayzata Beach Playground Design and Authorization to Proceed with Purchase of Equipment and Construction	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeff Dahl, City Manager	

ACTION REQUESTED:

The Parks and Trails Board and staff recommend approval of the Wayzata Beach Playground design and authorize the purchase of equipment and construction.

FINANCIAL OR BUDGET CONSIDERATION:

The Wayzata Beach playground is proposed to be funded from the Parks Capital Improvement Program (CIP). The fund currently has $330,000 allocated for the project.

The attached cost estimate for the new playground is $272,086, with an additional $53,237 allocated for a possible water misting feature. Based on comments from the community and City Council, this feature will be added or deleted.

Due to the rising cost of construction materials, there will be a 5.5% surcharge added if a decision is delayed until the next meeting. This would add approximately $15,000 to the cost, not including the possible water feature.

The Parks and Trails Board is recommending to move this project from 2022 to 2021, as this project is much more straightforward than the Klapprich Park playground. The CIP has allocated $523,500 for Klapprich Park in 2021. By moving the Beach project up, it has no impact on the CIP and allows for a longer design timeframe for Klapprich Park to address topography, ADA access and neighborhood community engagement.

BACKGROUND:

A subcommittee of the Parks and Trails Board has been meeting with MN-WI Playgrounds about the design of the Wayzata Beach playground for several months. The replacement of the playground is referenced in the Parks Master Plan and has long been included in the CIP.

The Parks and Trails Board is excited to present the attached concept designs for new playground equipment and surfacing at Wayzata Beach. The new equipment will replace the almost 15-year old playground, as it has reached its useful life, and should be replaced for improved safety.

The new playground will continue to feature activity areas for both 2-5 years old and 5-12 years old. The new playground will be ADA accessible and qualifies as a Play On! National Demonstration Site for implementing research-based best practices for promoting physical activity through active play. Surfaces which are not designed for ADA accessibility will remain sand.

The Parks and Trails Board worked hard to ensure a continued nautical/water theme, as well as incorporate the use of existing colors (blue/white).

The attached renderings and a short survey were posted to the City's website and social media on Friday, May 21. Over 75 comments have been received as of the preparation of the packet. To date, the majority of comments are positive. The survey will remain open and staff will provide any additional comments received at the City Council meeting. This engagement is in addition to feedback received through the Master Planning Process and through engagement of individual Parks and Trails Board members.

ATTACHMENTS:

1. Proposed Playground - CAD Drawing
2. Proposed Playground - Aerial View
3. Proposed Playground - Oblique View (looking north)
4. Proposed Canoe Spring Rider
5. Primetime Themed Play Unit, Ages 2-12
6. Primetime Themed Play Unit, Ages 2-12
7. GT Wave
8. Primetime ADA Swings, ages 2-older
9. Proposed Playground - Oblique View (looking east)
10. Primetime Themed Play Unit, Ages 2-12
11. Proposed Playground - Oblique View (looking west)
12. Shadow Play Sky Runner
13. Kidnetix Twirl
14. GT Wave
15. Backhoe Digger
16. Cost Estimate - Materials
17. Cost Estimate - Removal & Install
18. Community Survey Questions
19. Summary of Community Survey Responses
20. List of Responses to Question 13
21. List of Responses to Question 15
22. List of Responses to Question 16

ADA REQUIREMENTS FOR STRUCTURE AGES 2–5 YEARS OLD

TOTAL NUMBER OF ELEVATED PLAY COMPONENTS	IN PLAN	9		
TOTAL EVENTS ACCESSIBLE VIA TRANSFER	IN PLAN	3	REQ'D.	3
TOTAL ACCESSIBLE EVENTS VIA RAMP	IN PLAN	0	REQ'D.	0
TOTAL ACCESSIBLE GROUND LEVEL EVENTS	IN PLAN	8	REQ'D.	3
DIFFERENT TYPES OF GROUND LEVEL EVENTS	IN PLAN	3	REQ'D.	3

THIS PLAYGROUND MEETS ALL CURRENT ADA REQUIREMENTS & THE FINAL RULE ABOVE CHART/INFO IS APPLICABLE WHEN USING AN ACCESSIBLE SAFETY SURFACE

While it is our intention to install your playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant playground. Drain tile systems other than within 4' of the perimeter along drain aggregate base material may require installing after the installation of the play equipment and must be coordinated with installation of safety surface materials. Failure to prepare site(s) to these expectations may result in additional charges if installer is required to re–mobilize. Please contact MN WI Playground if you have any questions.

Maximum depth of safety surface and drain aggregate base should not exceed an 18" depth and shall no be installed unit play equip. has been installed.

EXISTING TREE BY OTHERS

SIDEWALK AND ACCESS BY OTHERS

NDS PLAY ON SIGN PACKAGE 14927

POURED–IN–PLACE RUBBER SAFETY SURFACE 3725 SF

POURED–IN–PLACE RUBBER SAFETY SURFACE INCLUDES AGGREGATE BASE COMPACTED BELOW AND BEVELED AS IS SHOWN ON PLAN

AGES 5–12

TRANSFER PLATFORM

ARCH ROPE CLIMBING WALL

BALANCE DISC

LEANING ROPE CLIMBING WALL

WORM HOLE CLIMBER

WAVE CLIMBER

BALANCE DISC

BALANCE DISC

LEANING ROPE CLIMBING WALL

AROUND THE BEND ROPE CLIMBING WALL

SLACK LINE

CRAWL THRU PORTAL

GT WAVE 5916SP

6FT ZIP WAVE SLIDE

18282 UPPER BODY TRAINER

AGES 5–12

EXISTING BORDER BY OTHERS TO REMAIN TO BE REUSED

RUNG ENCLOSURE W/ MOLDED STEERING WHEEL 19215

ZIP SLIDE 19122

CURVED BALANCE BEAM 564

TOAD STOOL SEAT 10768

TOAD STOOL CLIMBER 19147

AGES 2–5

PLANK CLIMBER 19636

BACKHOE DIGGER (ACCESSIBLE) 6198

SCHOONER PANEL 18776

SPIRAL STEP CLIMBER 19331

SCHOONER SAIL 18774

TRIANGLE TRANSFER PLATFORM 18337

THUNDERRING PANEL 19244

SCHOONER SAIL 18774

2–5 CRUNCH BAR 13540

ARCH CLIMBER 19076

SCHOONER PANEL 18776

TOAD STOOL SEAT 10768

TELESCOPE 19200

TOAD STOOL SEAT 10768

14' ISOSCELES SAIL 25' x 25' x 35' (IS22233514) QRM463

SCHOONER BOW 18778

AGES 5–12

SHADOW PLAY SKY RUNNER 6237

BACKHOE DIGGER (STANDARD) 6197

BACKHOE DIGGER (STANDARD) 6197

14' ISOSCELES SAIL 15' x 15' x 21' (IS15152114) QRM461

EXPRESSION SWING 5" TOPRAIL, 8' HIGH 5145

EXPRESSION SWING W/ TODDLER SEAT 5" O.D. TOPRAIL, 8' HIGH 5159

EXPRESSION SWING TANDEM WITH 5" TOPRAIL 8' HIGH W/STAINLESS STEEL CHAIN 5168

EXPRESSION SWING TANDEM WITH 5" TOPRAIL 8' HIGH W/STAINLESS STEEL CHAIN 5168

BELT SEAT PACKAGE 5" O.D. 8918

BELT SEAT PACKAGE 5" O.D. 8918

AGES 5–12

KIDNETIX TWIRL 90777

AGES 5–12

EXISTING TREE BY OTHERS

AGES 2–5

ADA POWERSCAPE SWING ADD–A–BAY 10848

ADA POWERSCAPE SWING ADD–A–BAY 10848

ADA POWERSCAPE SWING 10847

CANOE SPRING RIDER 4181SP

LIMIT OF NEW SAND AREA

SAFETY ZONE

FINE GRADE SAND SAFETY SURFACING 2530 SF TO 12" DEPTH REQUIRED TO BE MAINTAINDED BY OWNER TO BE UNCOMPRESSED TO ACHIEVE REQUIRED CRITICAL FALL HEIGHT

EXISTING BORDER BY OTHERS TO REMAIN TO BE REUSED

N

VERIFY LOCATION AND ORIENTATION

0 10 20 40

SCALE IN FEET

SCALE: 1" = 12'–0"

THIS PRINT IS THE PROPERTY OF MINNESOTA WISCONSIN PLAYGROUND INC. AND IS NOT TO BE USED, COPIED OR REPRODUCED WITHOUT THEIR EXPRESSED WRITTEN PERMISSION.

Mfg. By: GameTime, A PLAYCORE COMPANY. Enriching Childhood Through Play.

Sold & Distributed By: MINNESOTA•WISCONSIN PLAYGROUND

P.O. Box 27328, Golden Valley, MN 55427
763-546-7787 1-800-622-5425
Fax 763-546-5050
E-Mail info@mnwiplay.com

THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

Wayzata Beach Playground
Wayzata, Minnesota
4–30–21
DWG. D10421B3



Wayzata Beach Playground

Wayzata, Minnesota



MINNESOTA • WISCONSIN PLAYGROUND

Plan D10421B3

GameTime

Wayzata Beach Playground

Wayzata, Minnesota



MINNESOTA • WISCONSIN PLAYGROUND

Plan D10421B3

GameTime PLAYCORE

Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | harlan@mnwiplay.com

05/14/2021
Quote #100964-01-15

CONSULTANT: HARLAN LEHMAN

Wayzata Beach Playground - D10421B3 - Materials

City of Wayzata
Attn: Mike Kelly
600 Rice St E
Wayzata, MN 55391
Phone: 952-404-5316
Fax:952-404-9417
mike@wayzata.org

Ship to Zip 55391

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Primetime Themed Play Unit, Ages 2-12	$27,288.00	$27,288.00
		(1) 564 -- Curved Balance Beam		
		(3) 10768 -- Toad Stool Seat		
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(6) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(3) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(1) 13540 -- Crunch Bar		
		(3) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(6) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18337 -- 36" Tri Transfer Platform		
		(2) 18774 -- Schooner Sail		
		(2) 18776 -- Schooner Panel 36"		
		(1) 18778 -- Schooner Bow		
		(1) 19076 -- Arch (2'6" & 3')		
		(1) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19147 -- Toad Stool		
		(1) 19200 -- Telescope Enclosure		
		(1) 19215 -- Rung Enclosure W/ Steering Wheel		
		(1) 19244 -- Thunderring Panel		
		(1) 19331 -- Spiral Step Climber 4' & 4'6"		
		(1) 19636 -- Plank Climber 3'		
		(2) G12026 -- 3 1/2" Uprt Ass'Y Galv 11'		
1	RDU	GameTime - Primetime Ada Swings, Ages 2-12	$11,676.00	$11,676.00
		(1) 5145 -- Expression Swing 5" X 8'		
		(1) 5159 -- Express Swing W/Todd Seat 5" X 8'		
		(2) 5168 -- Expression Swing Tandem		
		(2) 8918 -- Belt Seat Pkg 5"Od(8918)		

Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | harlan@mnwiplay.com

05/14/2021
Quote #100964-01-15

CONSULTANT: HARLAN LEHMAN

Wayzata Beach Playground - D10421B3 - Materials

Quantity	Part #	Description	Unit Price	Amount
		(1) 10847 -- Ada Two-Place Swing F/S, 5" Od		
		(2) 10848 -- Ada Two-Place Swing Add-A-Bay, 5" Od		
1	5916SP	GameTime - GTWave		
1	4181sp	GameTime - Canoe Spring Rider	$2,624.00	$2,624.00
2	6197	GameTime - Backhoe Digger	$1,022.00	$2,044.00
1	6198	GameTime - Backhoe Digger, Accessible	$1,039.00	$1,039.00
1	6237	GameTime - Shadow Play Sky Runner	$5,971.00	$5,971.00
1	90777	GameTime - Kidnetix Twirl	$5,206.00	$5,206.00
1	14927	GameTime - NDS Play On Sign Package		
1	18282	GameTime - Upper Body Trainer F/S	$2,778.00	$2,778.00
1	QRM461	GT-Shade - IS15152114	$6,229.00	$6,229.00
1	QRM463	GT-Shade - IS25253514	$9,969.00	$9,969.00
1	3680	GT-Shade - Sealed Drawings	$700.00	$700.00
1	178749	GameTime - Owner's Kit	$60.00	$60.00
1	PIP	Other - Poured-in-Place Rubber Safety Surfacing- Area = 3725 SF Variable Thickness for 10ft CFH, 8ft CFH and lower Includes beveled edge as shown on plan. Includes aggregate base, 7.5" compacted Includes disposal. Includes 50-50 standard colors	$90,065.00	$90,065.00
1	Sand Surfacing	Other - New Sand Play Surfacing- 2750 SF Approx. 132 tons Meets 9ft Critical Fall Height Required to be uncompressed fine sand to 12" depth and must be maintained by Owner.	$5,528.00	$5,528.00
			Sub Total	$171,177.00
			Material Surcharge	$11,167.08
			Freight	$9,825.20
			Total	**$192,169.28**

Comments

Owner must provide open and clear access to the site for demolition work and new construction work.

This quotation is subject to current Minnesota/Wisconsin Playground (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | harlan@mnwiplay.com

05/14/2021
Quote #100964-01-15

CONSULTANT: HARLAN LEHMAN

Wayzata Beach Playground - D10421B3 - Materials

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to polices in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Pricing: f.o.b. factory, firm for 30 days from date of quotation. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.
Materials Surcharge: due to the volatility in various industries such as, but not limited to, those supplying steel, a surcharge is needed to offset some of the excessive material costs being experienced in our industry, as well as others. This is being looked upon as a short-term necessity but no guarantees can be given that this surcharge will be removed in the near future. Once costs of materials have returned to the levels in recent history, the surcharge will be removed.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

GameTime Standard Product Shipment: order shall ship within six to eight weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

GameTime VistaRope Products Shipment: order shall ship within ten to fourteen weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit/full payment, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

Freight charges: Prepaid & added

Invoice

November 23, 2022

City of Wayzata
%Mike Kelly
299 Wayzata Boulevard W.
Wayzata, MN

RE: invoice for the GTWave

1-GTWave	$59,999.00

Net 30 days

P.O. Box 27328 | Golden Valley, MN 55427
1-800-622-5425 | 763-546-7787 | (F) 763-546-5050
info@mnwiplay.com | www.mnwiplay.com

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 7.f
TITLE: Award of Contract to Bituminous Roadways, Inc. for 2023 Mill & Overlay Project	
PROPOSED MOTION: To Award the 2023 Mill & Overlay project contract to Bituminous Roadways, Inc. in the amount of $322,282.50	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends that the City award the 2023 Mill & Overlay project contract to Bituminous Roadways, Inc. in the amount of $322,282.50.

FINANCIAL OR BUDGET CONSIDERATION:
This project is proposed to be funded using the Streets Capital Improvement Plan (CIP). The CIP has $490,000 allocated for this project. Design and construction inspection is being provided by City staff.

BACKGROUND:
On Tuesday April 25, staff received seven (7) bids for the project. A summary of the results can be found below.

Bituminous Roadways, Inc.	$322,282.50
Northwest Asphalt, Inc.	$329,918.00
Park Construction Co.	$336,079.70
GMH Asphalt Corporation	$342,471.08
Asphalt Surface Technologies Corp.	$363,985.00
Valley Paving, Inc.	$394,855.00
Omann Bros. Paving Inc.	$474,937.50
Engineer's Estimate	$485,200.00

This project proposes to mill and overlay several streets within the city. The streets include Broadway Avenue South, Harmony Circle, Highcroft Lane, Highcroft Road, Peavey Lane, Peavey Road, Rice Street East (from Broadway Avenue to Walker Avenue), Rosswood Lane, and Walker Avenue South.

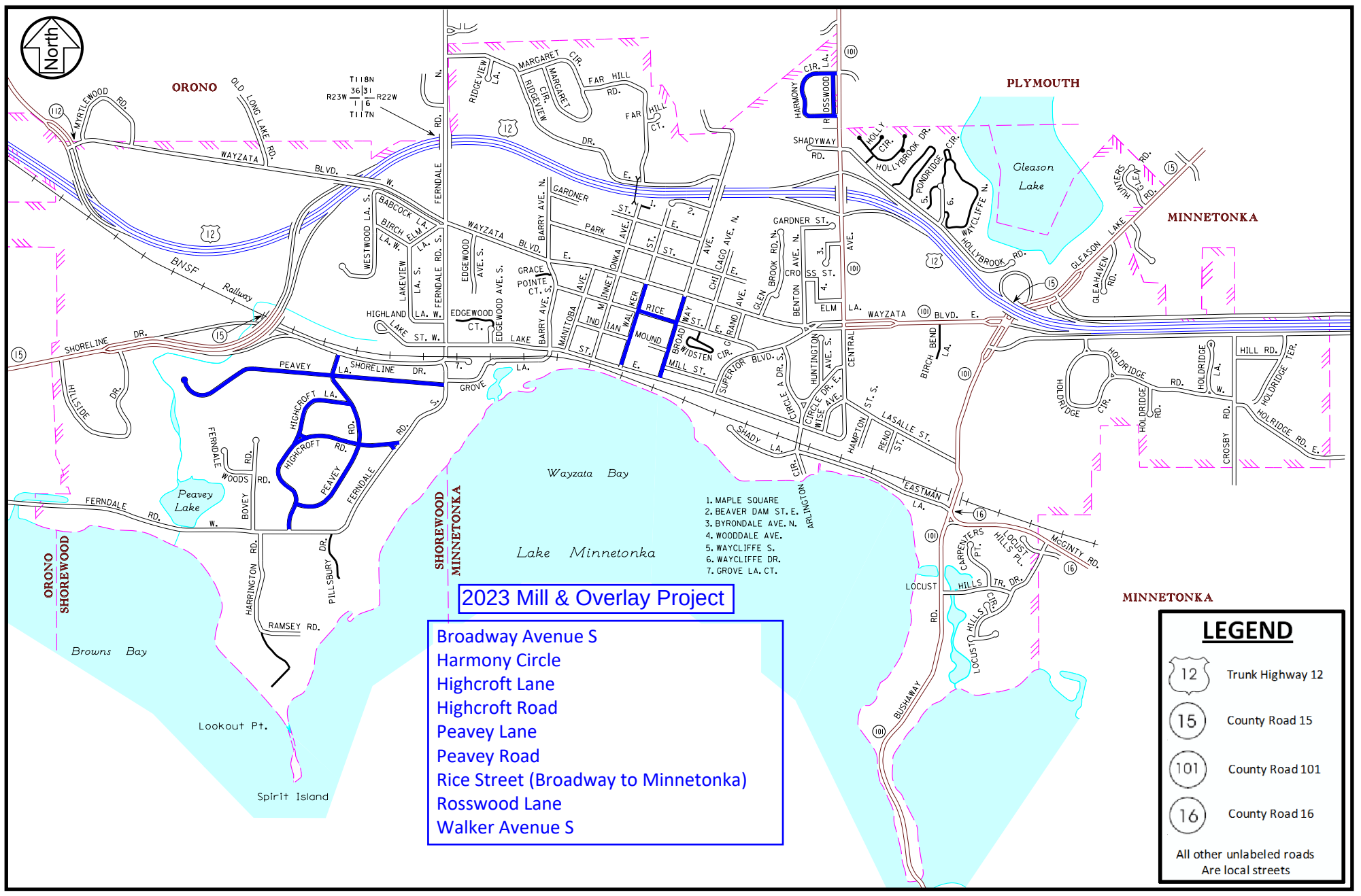
The project is proposed to be constructed during the second half of the summer. There is no ad-on curb and gutter associated with this project.

ATTACHMENTS:
1. Bid Tabulation
2. Project Location Map

BID TABULATION
City of Wayzata, MN
2023 Street Rehabilitation (City Project No. STR - 2023 - 02)
Bid Opening 11:00 AM Tuesday, April 25th, 2023

Item No.	Reference	Item Description	Unit	Quantity	Astech Corp.		Bituminous Roadways, Inc.		GMH Asphalt Corp.		Northwest Asphalt, Inc.	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Base Bid												
1	2021	MOBILIZATION	LS	1.0	$12,500.00	$12,500.00	$6,000.00	$6,000.00	$11,300.00	$11,300.00	$12,205.00	$12,205.00
2	2104	SAWING BIT PAVEMENT (FULL DEPTH)	L F	100.0	$4.00	$400.00	$2.50	$250.00	$2.50	$250.00	$5.00	$500.00
3	2104	REMOVE CURB & GUTTER	L F	50.0	$15.00	$750.00	$13.50	$675.00	$10.00	$500.00	$32.00	$1,600.00
4	2104	REMOVE BITUMINOUS PAVEMENT	SY	25.0	$22.00	$550.00	$12.50	$312.50	$20.00	$500.00	$36.00	$900.00
5	2123	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	8.0	$154.00	$1,232.00	$150.00	$1,200.00	$0.01	$0.08	$145.00	$1,160.00
6	2211	AGGREGATE BASE CLASS 5	TON	20.0	$55.00	$1,100.00	$37.00	$740.00	$22.50	$450.00	$32.00	$640.00
7	2232	MILL BITUMINOUS SURFACE (1.5")	S Y	42,300.0	$1.21	$51,183.00	$0.85	$35,955.00	$1.07	$45,261.00	$1.12	$47,376.00
8	2357	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2,600.0	$3.00	$7,800.00	$1.00	$2,600.00	$3.00	$7,800.00	$3.50	$9,100.00
9	2360	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	3,800.0	$73.65	$279,870.00	$70.00	$266,000.00	$71.35	$271,130.00	$62.99	$239,362.00
10	2563	TRAFFIC CONTROL	LS	1.0	$4,400.00	$4,400.00	$4,000.00	$4,000.00	$3,425.00	$3,425.00	$12,000.00	$12,000.00
11	2573	STORM DRAIN INLET PROTECTION	EACH	35.0	$120.00	$4,200.00	$130.00	$4,550.00	$53.00	$1,855.00	$145.00	$5,075.00
				Total Base Bid		**$363,985.00**		**$322,282.50**		**$342,471.08**		**$329,918.00**

Item No.	Reference	Item Description	Unit	Quantity	Omann Contracting Co. Inc.		Park Const Co.		Valley Paving Inc.	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Base Bid										
1	2021	MOBILIZATION	LS	1.0	$2,850.00	$2,850.00	$13,400.00	$13,400.00	$17,000.00	$17,000.00
2	2104	SAWING BIT PAVEMENT (FULL DEPTH)	L F	100.0	$2.00	$200.00	$1.50	$150.00	$4.00	$400.00
3	2104	REMOVE CURB & GUTTER	L F	50.0	$10.00	$500.00	$22.25	$1,112.50	$17.00	$850.00
4	2104	REMOVE BITUMINOUS PAVEMENT	SY	25.0	$19.50	$487.50	$30.00	$750.00	$38.00	$950.00
5	2123	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	8.0	$135.00	$1,080.00	$152.00	$1,216.00	$180.00	$1,440.00
6	2211	AGGREGATE BASE CLASS 5	TON	20.0	$45.00	$900.00	$0.01	$0.20	$60.00	$1,200.00
7	2232	MILL BITUMINOUS SURFACE (1.5")	S Y	42,300.0	$1.95	$82,485.00	$0.95	$40,185.00	$1.45	$61,335.00
8	2357	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2,600.0	$3.50	$9,100.00	$0.01	$26.00	$2.00	$5,200.00
9	2360	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	3,800.0	$96.70	$367,460.00	$71.70	$272,460.00	$78.35	$297,730.00
10	2563	TRAFFIC CONTROL	LS	1.0	$5,500.00	$5,500.00	$3,280.00	$3,280.00	$3,500.00	$3,500.00
11	2573	STORM DRAIN INLET PROTECTION	EACH	35.0	$125.00	$4,375.00	$100.00	$3,500.00	$150.00	$5,250.00
				Total Base Bid		**$474,937.50**		**$336,079.70**		**$394,855.00**


North
ORONO
PLYMOUTH
MINNETONKA
ORONO
SHOREWOOD
SHOREWOOD
MINNETONKA
MINNETONKA
T118N
R23W 36 31 R22W
1 6
T117N
Wayzata Bay
Lake Minnetonka
Peavey Lake
Browns Bay
Lookout Pt.
Spirit Island
Gleason Lake
BNSF Railway
1. MAPLE SQUARE
2. BEAVER DAM ST. E.
3. BYRONDALE AVE. N.
4. WOODDALE AVE.
5. WAYCLIFFE S.
6. WAYCLIFFE DR.
7. GROVE LA. CT.
2023 Mill & Overlay Project
Broadway Avenue S
Harmony Circle
Highcroft Lane
Highcroft Road
Peavey Lane
Peavey Road
Rice Street (Broadway to Minnetonka)
Rosswood Lane
Walker Avenue S
LEGEND
12 Trunk Highway 12
15 County Road 15
101 County Road 101
16 County Road 16
All other unlabeled roads
Are local streets

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 8.a
TITLE: Consider Approval of Contract Amendment with Kraus Anderson for Construction Management Services for Panoway Phase 2a—Boardwalk and Community Docks Project	
PROPOSED MOTION: To Approve an Amendment to the Agreement with Kraus Anderson Construction Company for Construction Manager as Adviser Services for Panoway Phase 2a—Boardwalk Community Docks Project	
PREPARED BY: Mike Kelly, City Engineer/Director of Public Works	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:
Staff recommends approval of the amendment to the agreement with Kraus Anderson Construction Company for Construction Manager as Adviser Services for Panoway Phase 2a—Boardwalk and Community Docks project.

FINANCIAL OR BUDGET CONSIDERATION:
Services outlined in this agreement have been budgeted and are to be funded through the projected sources for Panoway Phase 2a. Major funding sources are MN State grant award, TIF Bonding dollars, and contributions by the Wayzata Conservancy.

BACKGROUND:
The City Council approved the initial Construction Management agreement with Kraus Anderson at their meeting on November 15, 2021 after a thorough vetting process. The original agreement was for the pre-construction phase of the project, which included estimating and bidding. The original agreement is attached for reference.

Now that contracts have been awarded for the boardwalk, the project will move into the construction phase. The attached draft amendment incorporates all services that Kraus Anderson would provide during this phase of the project, including construction management fees, general condition services (fencing, restrooms, dumpsters, etc.), site services and communications.

These fees have been presented within staff's sources and uses documents in the past. An updated copy of this document is attached for reference.

ATTACHMENTS:
1. Funding Plan
2. Kraus Anderson Contract
3. Kraus Anderson Contract Amendment 04.27.23

Panoway Phase 2a Funding Plan

Phase 2a Detailed Sources and Uses---3/30/23	Estimated Total from 2/23	Updated with Actuals from All Bid Packages	$ Change	% Change
Phase 2a Uses (Costs)				
Boardwalk				
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%
Docks				
Docks---Bid Package #2 Construction and Installation	$ 2,050,000	$ 2,590,000	$ 540,000	26.3%
Soft Costs				
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%***
Bid Alternates and Value Engineering Opportunities				
Bid Alternates				
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)		
Value Engineering Opportunities*				
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		

Unsecured/Future Potential Project Sources for Phase 2a and Future Phases	
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.

AIA® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 9th day of November in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Wayzata
600 Rice Street East
Wayzata, MN 55391

and the Construction Manager:
(Name, legal status, address, and other information)

Kraus Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

for the following Project:
(Name, location, and detailed description)

City of Wayzata Panoway Boardwalk Project
Wayzata, MN 55391

The Architect:
(Name, legal status, address, and other information)

Civitas Landscape Architecture
1200 Bannock Street
Denver, CO 80204

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. The Owner and the Construction Manager agree that this Agreement shall only govern the Preconstruction Phase of the Project. In lieu of executing a separate contract for the Construction Phase of the Project, should the Owner and the Construction Manager agree, they may execute an Amendment to this Agreement for the Construction Phase of the Project once the Project scope and schedule have been appropriately identified during the Preconstruction Phase. If no Amendment is executed, any Construction Phase services performed by the Construction Manager shall be compensated at the hourly rates set forth in Article 11, plus any reimbursable expenses, plus the Construction Manager's Fee of 1.95% of the total Construction Cost.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A 1,500 LF Boardwalk that will connect from the Depot Docks to the Broadway Community Docks

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

December 2022

.2 Construction commencement date:

April 2023

.3 Substantial Completion date or dates:

December 2023

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

To be determined after consultation between the Owner, Construction Manager and the Architect.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this ~~Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective.~~ Agreement. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Jeffrey Dahl – City Manger
600 Rice Street East
Wayzata, MN 55391
Phone: 952-404-5309
Email: jdahl@wayzata.org

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§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)
Jessie Houlihan
Onyx Strategic Partners
330 Second Avenue S #370
Minneapolis, MN 55401
Phone: 612-916-6212
Email: jessie@onyxsp.com

§ 1.1.11 The Owner shall retain the following consultants and Contractors: TBD
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Mark Kotten – Construction Executive
Kraus Anderson Construction Company
501 South Eight Street
Minneapolis, MN

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Phone: 612-747-5357
Email: mark.kotten@krausanderson.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager ~~shall~~ shall, by appropriate written agreement, appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The ~~parties shall agree upon~~ Construction Manager shall assist the Owner and Architect in establishing protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the ~~model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars ($ 5,000,000) per claim and Five Million Dollars ($ 5,000,000) in the aggregate.

§ 2.8.6 ~~Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ Reserved.

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§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the ~~Project~~ Project, which may be documented using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 ~~A~~ If a centralized electronic document management system will be used on the Project, ~~and~~ the Construction Manager shall be ~~designated the Responsible Project Participant in section 3.5 of E203-2013,~~ responsible for managing and maintaining the centralized electronic document management system. ~~The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:~~
~~*(List any items to be included that are not listed in Article 3 of E203-2013.)*~~

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual

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estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and ~~coordinate~~ assist the Owner and Architect with resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

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§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Owner will review and approve contracts consistent with the Owner's approval process.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities ~~as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.

§ 3.3 Construction Phase

Should the Owner engage the Construction Manager after the Preconstruction Phase for the Construction Phase of the Project as contemplated under Article 1.1, the terms of this Section 3.3 shall apply as well as other terms of this Agreement that relate specifically to the Construction Phase.

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

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§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors'

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Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and ~~Specifications, and provide its written recommendation.~~ Specifications. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and ~~coordinate~~ assist the Owner and the Architect with resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- **.4** Request for information, Change Order, and Construction Change Directive status reports;
- **.5** Tests and inspection reports;
- **.6** Status report of nonconforming and rejected Work;
- **.7** Daily logs;
- **.8** Summary of all Contractors' Applications for Payment;
- **.9** Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- **.10** Cash-flow and forecast reports;
- **.11** Photographs to document the progress of the Project;
- **.12** Status reports on permits and approvals of authorities having jurisdiction; and
- **.13** Any other items the Owner may require:

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§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractors' work force reports;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the ~~Owner, Construction Manager, Architect, and Contractors.~~ Owner and Construction Manager. Consent shall not be unreasonably withheld.

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§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner, if required
§ 4.1.1.3 Commissioning	Owner, if required
§ 4.1.1.4 Development of a commissioning plan	Owner, if required
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner, if required
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	N/A
§ 4.1.1.8 Assistance with site selection	N/A
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner, if required
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Owner, if required
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Owner, if required
§ 4.1.1.14 Stakeholder relationships management	N/A
§ 4.1.1.15 Owner moving coordination	N/A
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager, if required
§ 4.1.1.17 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.
(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services ~~required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~ per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except ~~for services~~ to the extent services are required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;

.4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.5 Preparation for, and attendance at, a public presentation, meeting or hearing;

.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or

.8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

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§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

§ 5.19 The services, information and reports provided by the Owner pursuant to this Article 5 shall be provided at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

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§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all

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consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~
[X] Litigation in a court of competent jurisdiction

~~[ ] Other: *(Specify)*~~

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

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(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

Payment for services performed and costs incurred by reason of such termination, along with reasonable profit on services not completed during the Construction Phase.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section ~~10.8.1.~~ 10.8.1 or as otherwise required to be disclosed pursuant to Chapter 13 of the Minnesota Statutes, the Minnesota Government Data Practices Act. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

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necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Governing Law; Jurisdiction; Data Practices Act. This Agreement shall be construed in accordance with governed by the laws of the State of Minnesota. The parties agree to submit to the jurisdiction of the courts of the State of Minnesota, and that any litigation regarding this Agreement will be brought in the state or federal courts that lie in Hennepin County, Minnesota. The Parties acknowledge that this Contract is subject to the applicable requirements of Minnesota's Government Data Practices Act (MGDPA), Minnesota Statutes, Section 13.01 et seq. The Construction Manager agrees to cooperate with the Owner with respect to the Owner's obligations to comply with the requirements of the MGDPA. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Construction Manager in performing this contract is subject to the applicable requirements of the MGDPA.

§ 10.11 Non-Discrimination. The provisions of any law or ordinance relating to civil rights and discrimination applicable to the services for which the Construction Manager is responsible under this Agreement shall be considered part of this Agreement as if fully set forth herein. Construction Manager certifies that it that is in compliance with applicable laws prohibiting discrimination as to all aspects of employment because of race, color, religion, gender, age, disability, sexual orientation or national origin, and that it is an equal opportunity employer.

§ 10.12 Entire Agreement; Amendments. This Agreement and the attachments referenced herein represent the entire agreement between Construction Manager and Owner. 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 Owner and Construction Manager.

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

§ 10.14 Compliance with Laws. The Construction Manager shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted to the extent applicable to the Construction Manager's performance of its services under this Agreement

§ 10.15 Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.16 Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any

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express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

At the hourly rates set forth in Section 11.5.1 for services rendered, subject to a not to exceed sum of $45,000, for 6 months of Preconstruction Phase Services from the date of this Agreement. Should the Preconstruction Phase exceed the above period, the Construction Manager's time shall be billed at the hourly rates set forth in Section 11.5.1.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Owner and the Construction Manager may agree to execute an Amendment to this Agreement to set forth the compensation for the Construction Phase once the Project scope and schedule have been appropriately identified during the Preconstruction Phase. If no Amendment is executed, any Construction Phase services performed by the Construction Manager shall be compensated at the hourly rates set forth in Article 11, plus any reimbursable expenses, plus the Construction Manager's Fee of 1.95% of the total Construction Cost.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the hourly rates set forth in Section 11.5.1, plus Reimbursable Expenses.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

At the hourly rates set forth in Section 11.5.1, plus Reimbursable Expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 11.5.1 Hourly Rates for administrative and management personnel:

Personnel Category ~~Employee or Category~~	Rate Per Hour ~~Rate ($0.00)~~
Project Director	$ 184.00 / hour
Senior Project Manager	$ 158.00 / hour
Project Manager	$ 139.00 / hour

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Community Liaison	$ 139.00 / hour
Preconstruction Manger / Estimator	$ 134.00 / hour
General Superintendent	$ 146.00 / hour
Project Superintendent	$ 137.00 / hour
Quality Manager	$ 138.00 / hour
Accounting	$ 66.00 / hour
Safety Manager	$ 144.00 / hour

The rates set forth above shall be in effect through December 31, 2023. Thereafter the rates shall be increased by three percent (3.0%) per year as of January 1 of each subsequent year.

The rates for any miscellaneous tool or equipment rentals shall be at the rates set forth in Exhibit A.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 ~~Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:~~

~~.1 Transportation and authorized out-of-town travel and subsistence;~~
~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
~~.4 Printing, reproductions, plots, and standard form documents;~~
~~.5 Postage, handling, and delivery;~~
~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
~~.7 Professional photography, and presentation materials requested by the Owner;~~
~~.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;~~
~~.9 All taxes levied on professional services and on reimbursable expenses;~~
~~.10 Site office expenses; and~~
~~.11 Other similar Project-related expenditures.~~The compensation for reimbursable expenses set forth in this Section 11.6 shall only apply in the event the Owner engages the Construction Manager after the Preconstruction Phase for the Construction Phase of the Project as contemplated under Article 1.1.

§ 11.6.2 ~~For Reimbursable Expenses the compensation shall be the~~ Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants ~~plus percent (%) of the expenses incurred.~~directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 General conditions expenditures;

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.12 General liability, professional liability, and umbrella liability insurance at a rate of 0.82% of the cost of the Construction Manager's Preconstruction and Construction Phase services; and

.13 Other similar Project-related expenditures.

§ 11.6.3 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus 1.95 % of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.
(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

N/A

§ 11.8 Payments to the Construction Manager
§ 11.8.1 Initial Payment
§ 11.8.1.1 An initial payment of N/A ($ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments
§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~ The rate of interest required by applicable law, or if no such rate is required by applicable law, invoices due and unpaid under this Agreement shall bear interest from the date payment is due at an annual rate of interest of two percent (2%) over the reference rate of interest from time to time announced by U.S. Bank Minneapolis, NA as its reference rate, with each change in interest rate hereunder to become effective on the date the corresponding change in such reference rate as announced by U.S. Bank Minneapolis, NA becomes effective.

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 DOCUSIGN ELECTRONIC SIGNING SYSTEM. The Construction Manager has an agreement with DocuSign, Inc. ("DocuSign") with respect to the DocuSign electronic signing system (the "DocuSign System"). The DocuSign System may be used to facilitate the administration and execution of the Owner's Construction Contracts with the Multiple Prime Contractors, as well as various other Contract Documents requiring signatures. Should the Owner elect to have the Construction Manager use the DocuSign System with respect to any portion of the Project, the Owner acknowledges and agrees that (i) the Owner conducted its own independent investigation and evaluation as to all legal and other considerations related to its decision to use the DocuSign System on the Project, (ii) the Owner did not rely on any advice, recommendations or representations of the Construction Manager in making the Owner's independent determination to use the DocuSign System on the Project, (iii) the Construction Manager and DocuSign are not affiliated with each other and the Construction Manager does not warrant or guarantee any portion of the DocuSign

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System, (iv) the Construction Manager does not warrant or guarantee that the DocuSign system complies with or satisfies any legal requirements applicable to its use on the Project, and (v) to the fullest extent permitted by law, the Owner waives, and shall hold harmless and indemnify the Construction Manager from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the DocuSign System on the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

City of Wayzata, A Municipal Corporation	Kraus-Anderson® Construction Company
DocuSigned by: 46E1B3F46716476...	DocuSigned by: Camille Helou E5E50EDBEA64447...
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
DocuSigned by: By: Johanna Mouton, Mayor Jeffrey Dahl 47CEBC45EA784DD...	
~~**OWNER** *(Signature)*~~	~~**CONSTRUCTION MANAGER** *(Signature)*~~

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(Signature)	
By: Jeffrey Dahl, City Manager	Camille Helou, Vice President
(Printed name and title)	*(Printed name and title)*

Init.
/

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2023

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

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

PRODUCER Kraus-Anderson Insurance 420 Gateway Blvd Burnsville MN 55337	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 952-707-8200 **FAX (A/C, No):** 952-890-0535 **E-MAIL ADDRESS:** Certificates@kainsurance.com
INSURED KRAUINC-02 Kraus-Anderson Construction Company 501 S 8th Street Minneapolis MN 55404	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Property Casualty Co of America / 25674 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 279542873 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X XCU X SIR $200,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		VTJ-EXGL-5836B446-TIL-22	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ NA $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VTJ-CAP-5836B330-TIL-22	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-3L210197	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB1L070428	12/31/2022	12/31/2023	X PER STATUTE [ ] OTH-ER Loss Lmt 250,000 E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
KA Job #2310009; City of Wayzata Panoway Boardwalk Project, 600 Rice Street East, Wayata, MN 55391
The Certificate Holder is an Additional Insured under the Commercial General Liability when required by written contract.

CERTIFICATE HOLDER

City of Wayzata
600 Rice Street East
Wayzata MN 55391

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AMENDMENT NO. 1 TO
CONSTRUCTION MANAGER AGREEMENT

THIS AMENDMENT TO CONSTRUCTION MANAGER AGREEMENT is made this 2nd day of May, 2023 by the City of Wayzata ("Owner") and Kraus-Anderson Construction Company ("Construction Manager").

WITNESSETH THAT WHEREAS:

A. Owner and Construction Manager are parties to that certain C132-2019 Standard Form of Agreement Between Owner and Construction Manager as Adviser dated November 9, 2022 (the "CM Agreement") with respect to the Panoway Boardwalk project identified in the CM Agreement (the "Project").

B. Owner and Construction Manager now desire to amend the CM Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the CM Agreement and agree as follows.

1. The Construction Manager shall proceed with the services for the Construction Phase of the Project.

2. Section 1.1.4 shall be amended to update the following dates:

   Section 1.1.4.2 Construction commencement date of June 15, 2023 pending all permit approvals.

   Section 1.1.4.3 Substantial completion date of January 31, 2024.

3. Section 4.1.1.18 shall be added to include public communications assistance from the Construction Manager, with such costs to be tracked as a Reimbursable Expense as a part of the Construction Manager's general conditions.

4. Section 4.2.5 is amended to replace "Six (6) months of the date of this Agreement," with "Eight (8) months of the date of Amendment No. 1 to this Agreement,".

5. Section 11.1.2 is amended to add the following compensation breakdown for the Construction Phase of the Project:

   The Construction Manager shall be paid a fee of 1.95% of the Cost of the Work, as that phrase is defined in Article 6. For the avoidance of doubt, the Cost of the Work shall include (i) the Construction Manager's costs for administrating and managing the Project, as well as the costs of Construction Manager's field labor for general conditions, which the parties agree shall be a stipulated sum of $310,128.00, and (ii) any Reimbursable Expenses. The

Construction Manager's stipulated sum for the costs for administrating and managing the Project and its field labor for general conditions also assumes an eight (8) month schedule for the Construction Phase. Should the Construction Phase extend beyond eight (8) months, the Construction Manager is entitled to charge additional amounts at the hourly rates set forth herein not to exceed the following: (a) $10,389.00 per each additional week, or (b) $44,987.00 per each additional month.

4. Except as modified herein, the CM Agreement shall remain in full force according to its terms.

5. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means shall be effective as delivery of a manually executed counterpart of this document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Construction Manager Agreement as of the date first set forth above. The undersigned further acknowledges that he or she is authorized to enter into this Amendment on behalf of the party designated below.

OWNER

Dated: _____, 2023

_____

By: _____

Its: _____

CONSTRUCTION MANAGER

Dated: _____, 2023

_____

By: _____

Its: _____

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 8.b
TITLE: Consider Adoption of Resolution 26-2023 Adopting Updated Panoway Signage Design Standards	
PROPOSED MOTION: To Adopt Resolution 26-2023 Adopting Updated Panoway Signage Design Standards	
PREPARED BY: Emily Goellner, Community Development Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends adoption of Resolution 26-2023 Adopting Updated Panoway Signage Design Standards

FINANCIAL OR BUDGET CONSIDERATION:

The updates made by HGA to the Panoway Signage Design Standards were funded by the Wayzata Conservancy. The design standards, which supplement the City's Naming and Dedication Policy, all serve as a mechanism for community members to invest and participate in the funding of Panoway on Wayzata Bay.

BACKGROUND:

Two years ago, the City Council adopted a Policy on Naming and Dedicating City-Owned Land and Facilities (see attached). Section F of the Policy calls for a Design Guide for Panoway naming and dedication that must be approved by City Council. All types of naming and dedication signage must comply with these standards and any deviations must be approved by the City Council. The Design Standards for Panoway were drafted by HGA and adopted by the Council in March 2021. The document was focused on Phase 1 of the project.

The Conservancy has recently contracted with HGA to provide updates to Phase 1 and 2 of the project. Feedback from staff, the Wayzata Conservancy Board, and the Panoway District Committee was incorporated in order to create the updated draft Panoway Signage Design Standards. The Conservancy, staff, and HGA sought Council feedback on the signage standards draft update in workshops on March 21 and April 18, 2023.

Based on subsequent comments from the City Council on April 18, several refinements have been made to the updated draft design standards primarily to reduce the number of signs in the space in order to reduce visual impact. The attached Resolution authorizes the replacement of the existing Panoway Signage Design Standards from March 2021 with the attached Standards from April 2023 in its entirety. It is anticipated that additional changes will be made during the final design phase for Panoway Phase 3 (Depot Park and Eco Park).

ATTACHMENTS:

1. RES 26-2023 Adopting Updated Panoway Signage Design Standards - with Standards Attached
2. Wayzata Naming and Dedication Policy Adopted 3-2-2021

RESOLUTION NO. 26 - 2023

RESOLUTION ADOPTING UPDATED PANOWAY SIGNAGE DESIGN STANDARDS

WHEREAS, pursuant to City Council Resolution 07-2021, the City of Wayzata has adopted a Naming and Dedication Policy (the "Policy") that calls for Council-approved design standards for all *Panoway* signage;

WHEREAS, pursuant to City Council Resolution 11-2021, the City of Wayzata has adopted *Panoway* Signage Design Standards consistent with the Policy, and the City plans and goals for *Panoway*;

WHEREAS, City staff has recommended an update to the *Panoway* Signage Design Standards to incorporate Panoway Phase 2A (Boardwalk and Docks) and 2B (Section Foreman House) opportunities, reduce the visual impact of signage located in Phase 1 (Lake Street Plaza), and better align the standards to current fundraising goals of the Wayzata Conservancy; and

WHEREAS, the City Council has reviewed such updated *Panoway* Signage Design Standards, which are attached to this Resolution, and finds they are consistent with the Policy, the City plans and goals for *Panoway*, and that they would better implement such plans and goals than the existing standards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that the updated *Panoway* Signage Design Standards attached to this Resolution are hereby approved and adopted, and shall replace in their entirety the existing standards adopted under Resolution 11-2021.

Adopted by the Wayzata City Council this 2nd day of May, 2023.

_____
Johanna Mouton, Mayor

ATTEST:

_____
Jeffrey Dahl, City Manager

DRAFT

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 May 2, 2023.

_____
Kathy Leervig, Deputy City Clerk

ATTACHMENT:
Updated *Panoway* Donor Signage Design Standards drafted by HGA on April 27, 2023

DRAFT

HGA

420 North 5th Street, Suite 100
Minneapolis, MN 55401

612.758.4000
HGA.COM

City of Wayzata
600 Rice Street East
Wayzata, Minnesota 55391

Re: Panoway Donor Signage

General Notes

1. All pricing provided is rough order of magnitude pricing; estimated costs are for fabrication only and do not include installation costs.
    a. Fabrication details and cost for dock post sponsorship is tentative pending review with dock manufacturer.
2. All signage is at a conceptual level of design and will require more detailed specification for production.
3. A summary of existing signs is included for reference only; all new signage should align with system standards as outlined.

Summary of Key Changes

1. The proposed location for the west Overall Project sign has been moved to Phase 3 (intersection of Lake Street and Grove Lane/Barry Avenue); the Phase 1 sign (east) remains at Broadway Plaza. The option for naming rights will not be offered.
2. East and West Lawn sponsorships have been removed, and the Central Plaza sponsorship increased to $375,000.
3. The Fountain Plaza sponsorship has been reintroduced as an applied sign type at $75,000.
4. The donation levels for the Dock Post and Boardwalk Rail opportunities have been increased to provide a better cost ratio.

Sincerely,



Elin Odegaard
Environmental Graphic Designer
612.758.4352

HGA

WAYZATA CONSERVANCY

PANOWAY DONOR SIGNAGE

APRIL 27, 2023

DONOR RECOGNITION TIERS

The Wayzata Conservancy worked with a design firm and fundraising professional to prioritize project elements that have the broadest appeal while at the same time limiting the number of sponsorship and recognition opportunities so that the Panoway area is not overwhelmed with signage, tributes, etc. The list continues to be refined with feedback from the City Council as the project develops.

TIER 1
Significant Sponsorship

Giving Level:
$500,000 and above

Opportunities:
- Overall Project ($1M)
- Boardwalk ($500K) [x2]

TIER 2
Significant Sponsorship

Giving Level:
$250,000–$499,999

Opportunities:
- Lake Street Plaza ($375K)
- Section Foreman House ($250K) [Sandvold]

ANY TIER 1 & 2 SIGNS MAY BE REVIEWED BY THE CITY

TIER 3
Major Sponsorship

Giving Level:
$100,000–$249,999

Opportunities:
- To be offered in Phase 3

TIER 4
Individual Designation

Giving Level:
$25,000–$99,999

Opportunities:
- Fountain ($75K)
- Garden Bed ($50K) [x2]
- Garden Planter ($25K) [x6]
- Section Foreman House Classroom ($25K) [x2]
- Section Foreman House Study ($25K)
- Boardwalk Seating Area ($25K) [x2]

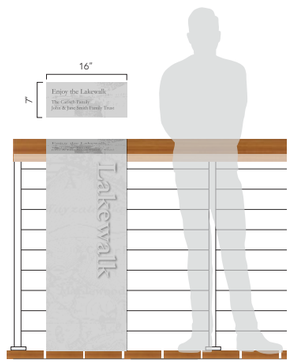
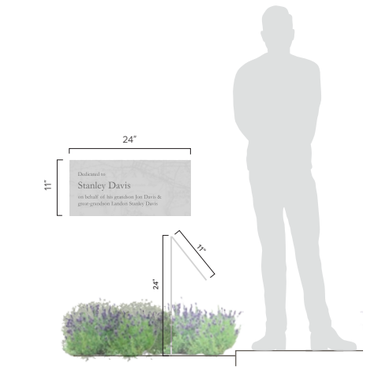
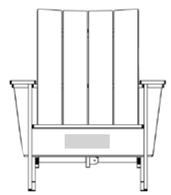
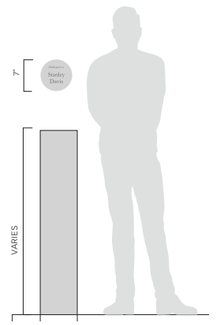
TIER 5
Individual Designation

Giving Level:
$1,000–$24,999

Opportunities:
- Stone Bench ($5,000) [x10]
- Harvest Table ($3,500) [x4]
- Adirondack Chair ($2,500) [x10]
- Dock Posts ($1,500) [x26]
- Boardwalk Rail ($1,000) [735]

TIERS 3–5 TO FOLLOW ESTABLISHED GUIDELINES

List current as of April 26, 2023. Opportunities at Depot Park and Eco Park to be established during Phase 3.

TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
		OPPORTUNITIES TO BE OFFERED IN PHASE 3		
$1,000,000	$375,000		$75,000	$5,000
				
$500,000	$250,000	$100,000	$50,000	$3,500
				
			$25,000	$2,500
				
				$1,500
				
				$1,000

OVERALL PROJECT



Overall Project | two sign locations ($1,000,000)

LAKE STREET PLAZA



Lake Street Plaza ($375,000)

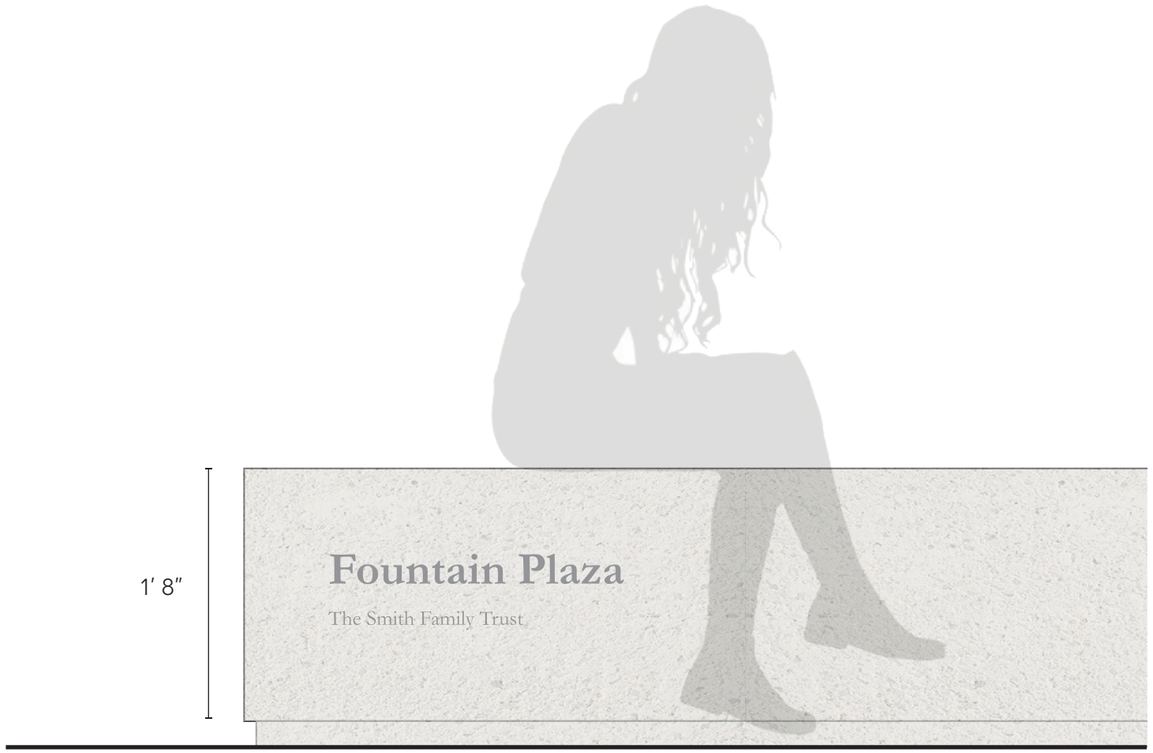
SECTION FOREMAN HOUSE





Sandvold Learning Center ($250,000)

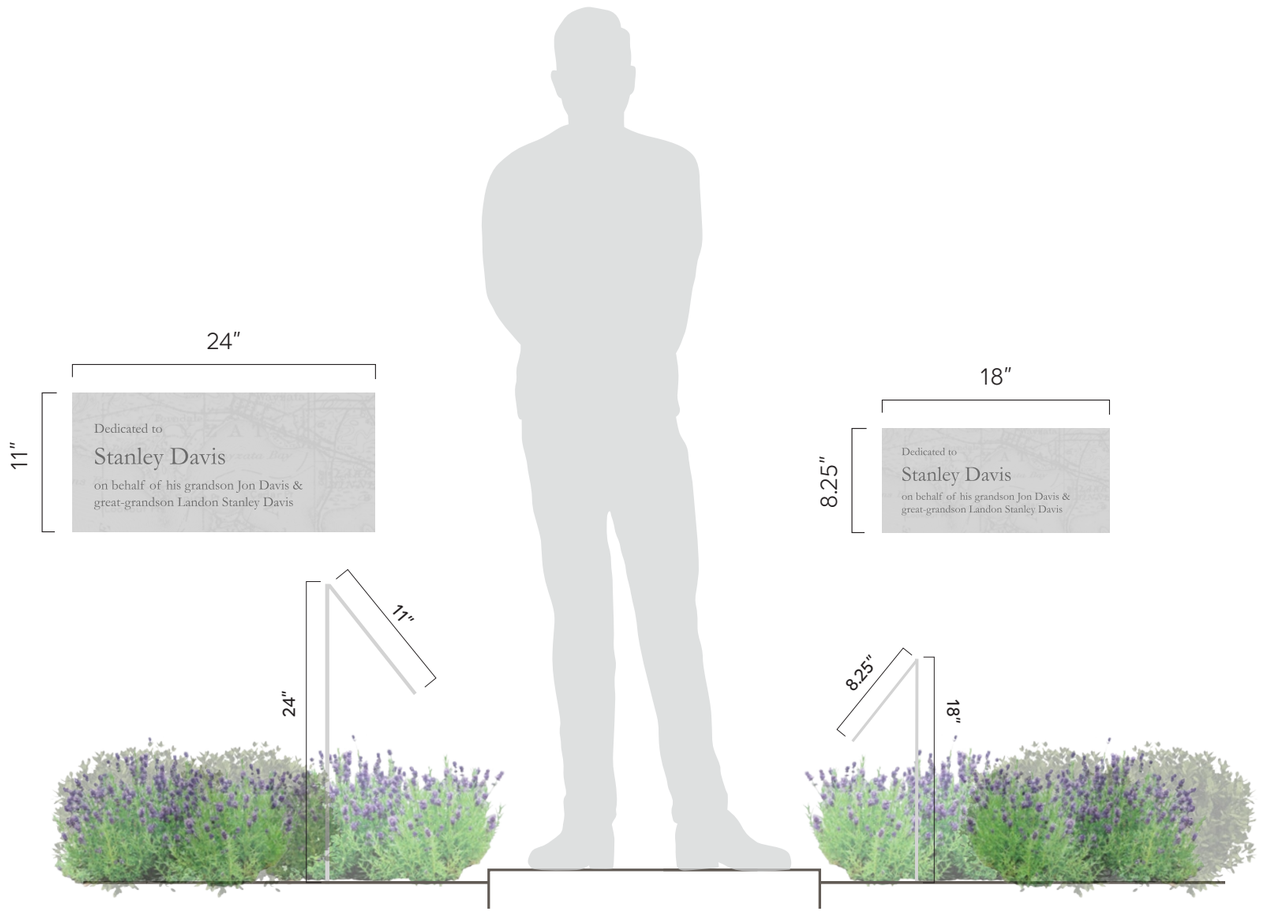
FOUNTAIN



Fountain Seat Wall ($75,000)



GARDEN BEDS & PLANTERS



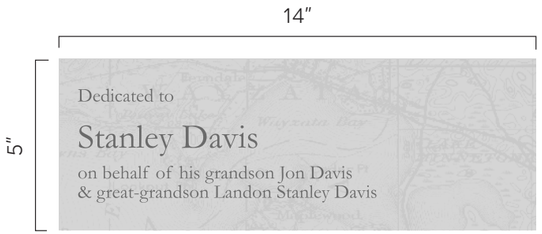
Garden Bed ($50,000)

Garden Planter ($25,000)

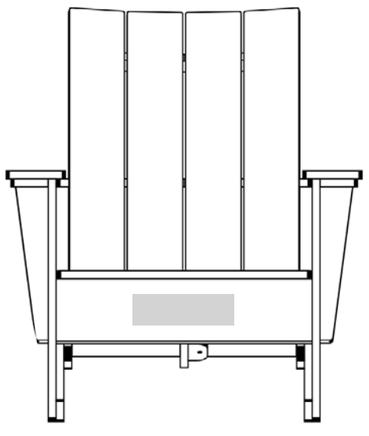
APPLIED PLAQUES



Stone Bench ($5,000)



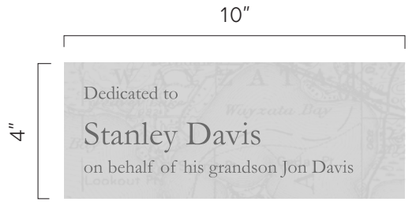
Stone Bench ($5,000)



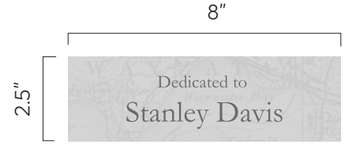
Adirondack ($2,500)



Harvest Table ($3,500)

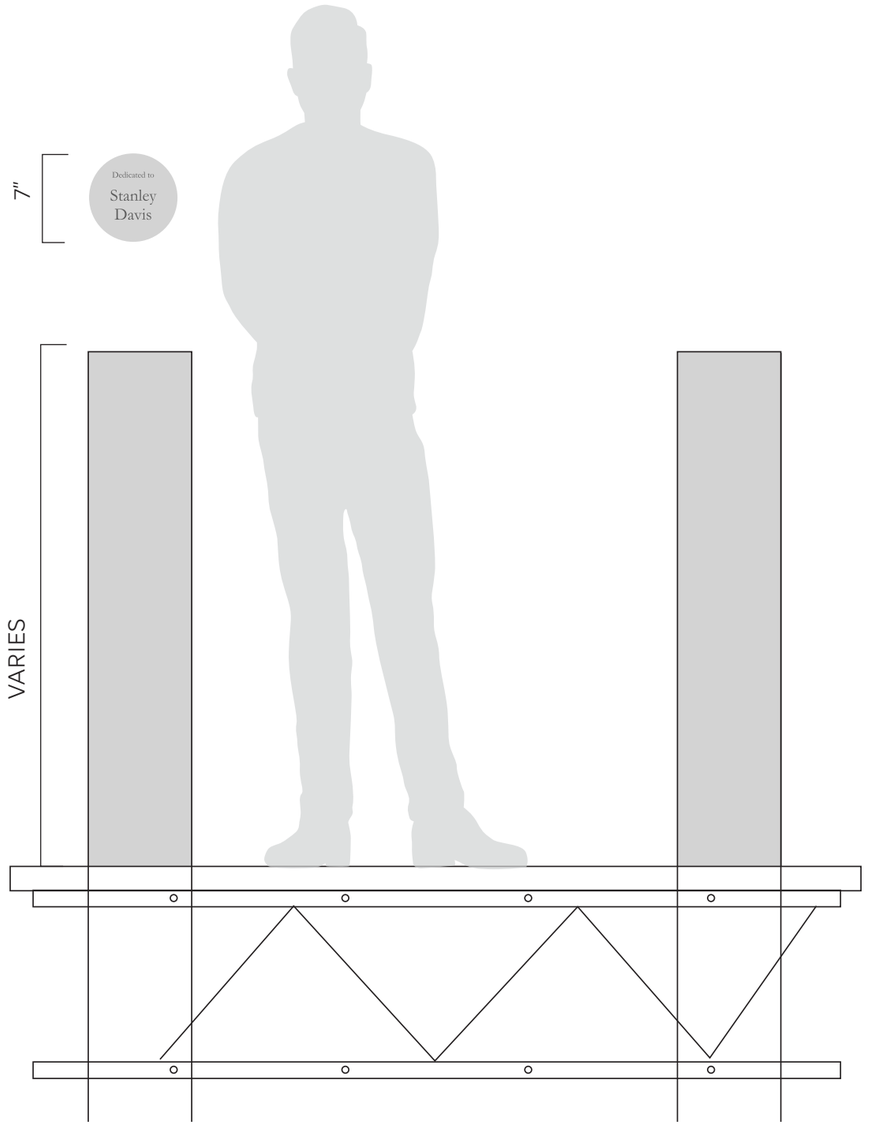


Harvest Table ($3,500)



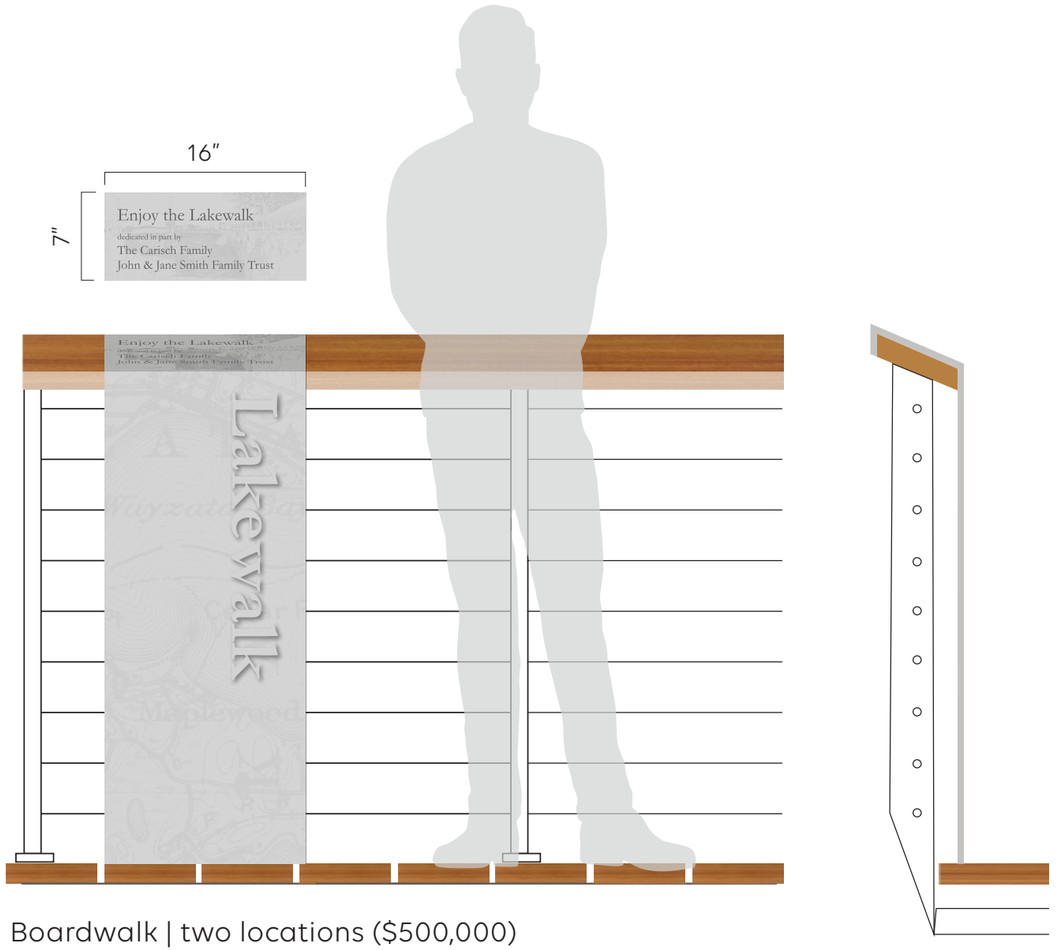
Adirondack ($2,500)

DOCK POSTS

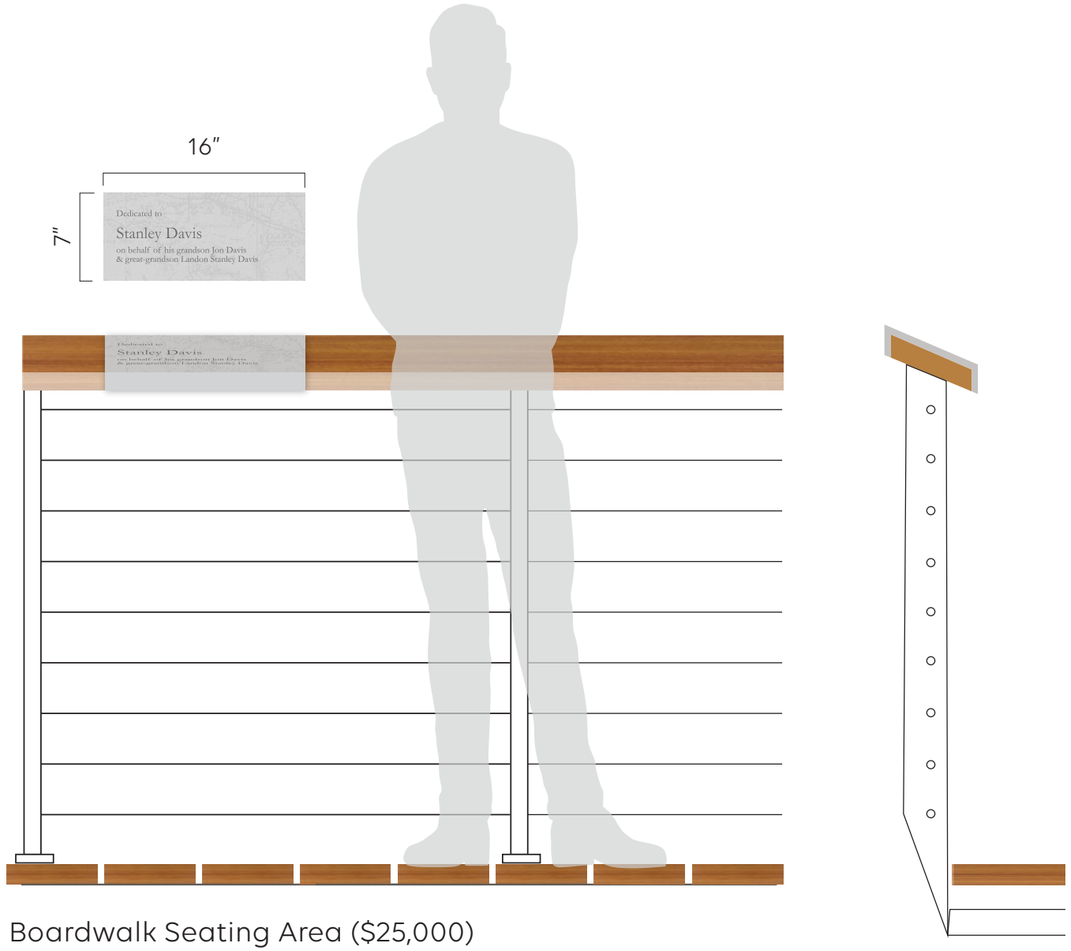


Dock Posts ($1,500)

BOARDWALK



Boardwalk | two locations ($500,000)

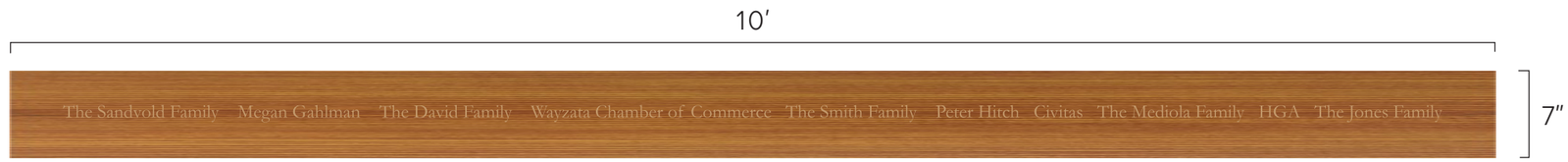


Boardwalk Seating Area ($25,000)



Enlarged Top View

BOARDWALK RAIL



Boardwalk Rail ($1,000, up to 30 characters per name, minimum one full section installed at a time)



VISUALIZATION

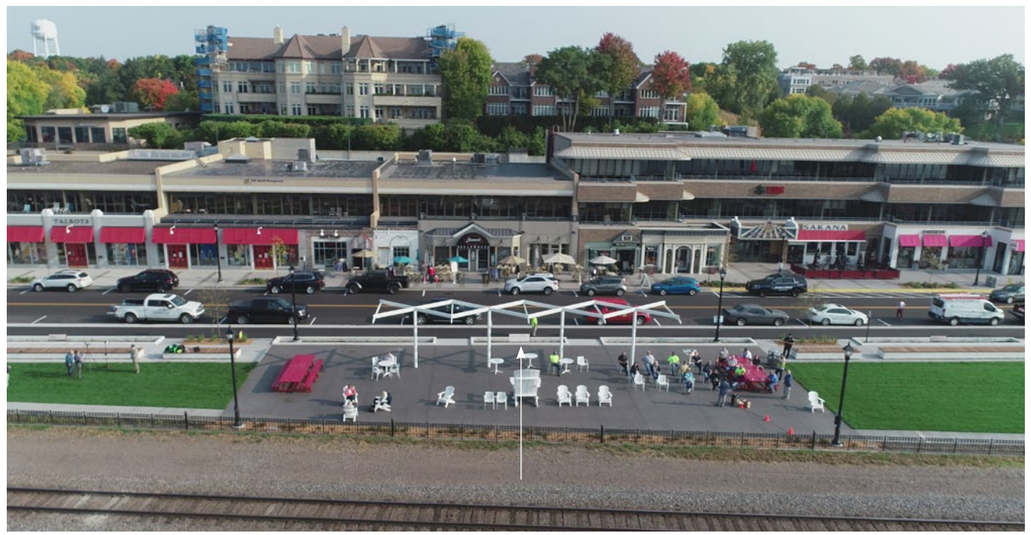


Garden Beds (Tier 4) & Garden Planters (Tier 5)





Fountain (Tier 4)



Lake Street Plaza (Tier 2)



Project Sign (Tier 1) – Phase 1 Location



DEPOT DOCK

- Project (Phase 3 Location)
- Boardwalk (Location 1 of 2)
- Dock Post [10]

LAKE STREET & FOUNTAIN PLAZAS

[ALL SIGNAGE]

- Lake Street Plaza
- Fountain
- Central Garden Bed [existing]
- Garden Bed [2]
- Garden Planter [6 – 2 existing]
- Harvest Table [4]
- Stone Bench [10 – 3 existing]
- Wood Bench [11, all existing]
- Adirondack Chair [10]

Existing Jacobs Sign

Existing Davis Sign

Existing Native American Burial Grounds Sign

Existing 9/11 Memorial Sign

Existing Ramstad Sign

LAKE STREET & FOUNTAIN PLAZAS

[STANDING SIGNS ONLY]

- Lake Street Plaza
- Central Garden Bed [existing]
- Garden Bed [2]
- Garden Planter [6 – 2 existing]



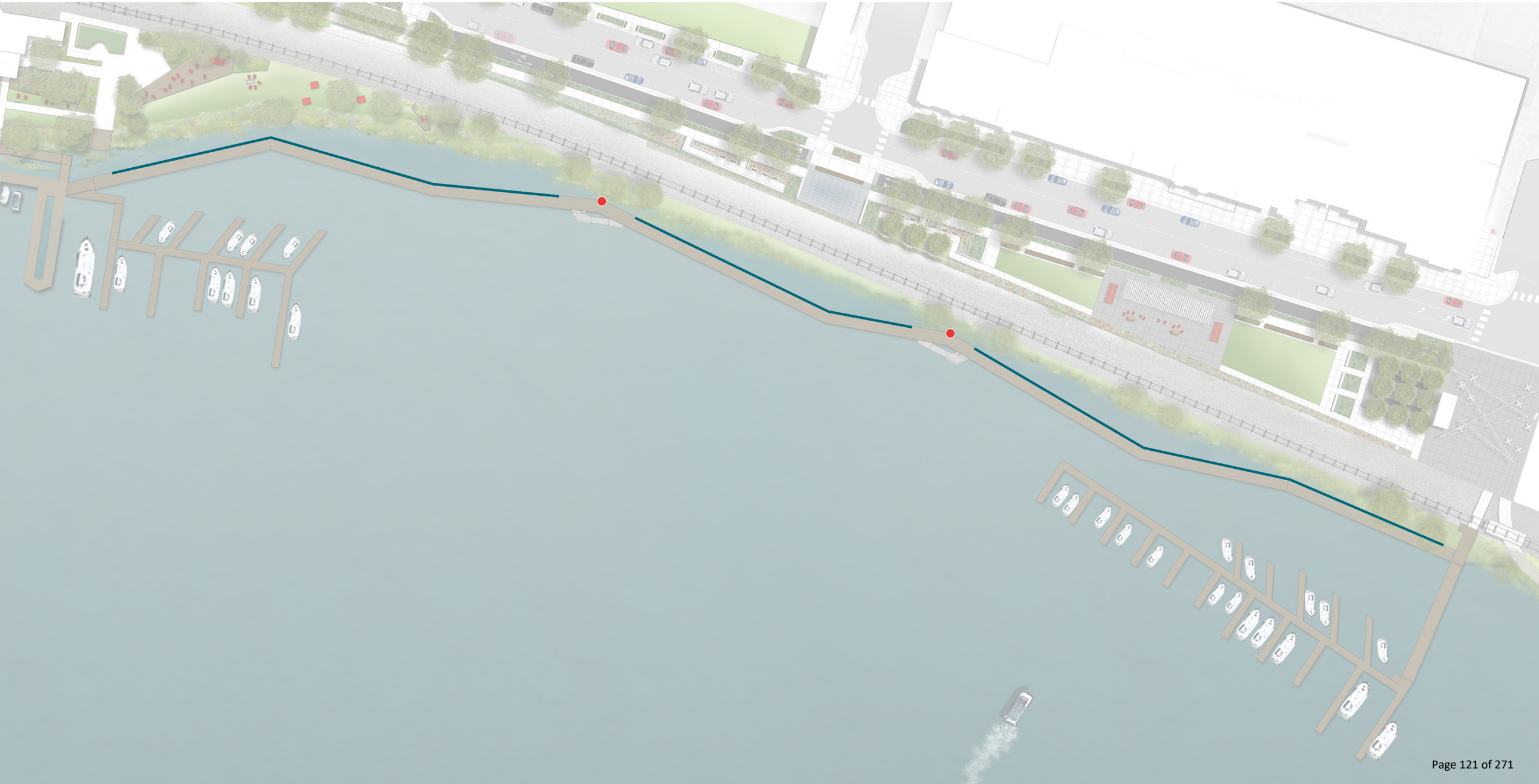
BROADWAY PLAZA & DOCK

- Project (Phase 1 Location)
- Boardwalk (Location 2 of 2)
- Dock Post [16]

Previous Page

BOARDWALK

- Boardwalk Seating Area [2]
- Boardwalk Rail [735]



SECTION FOREMAN HOUSE

- Classroom [2]
- Study

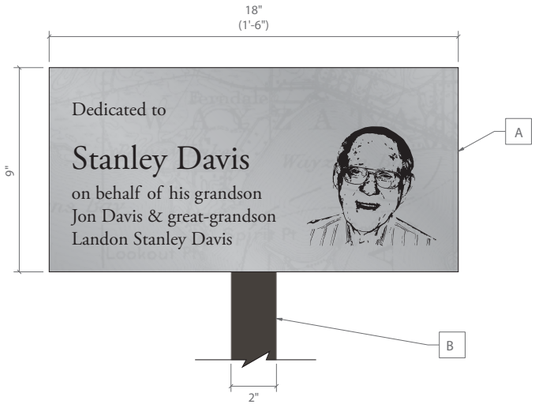


APPENDIX A

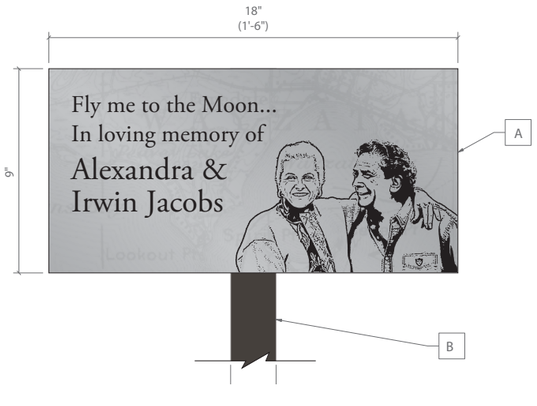
EXISTING SIGNS

EXISTING SIGNS

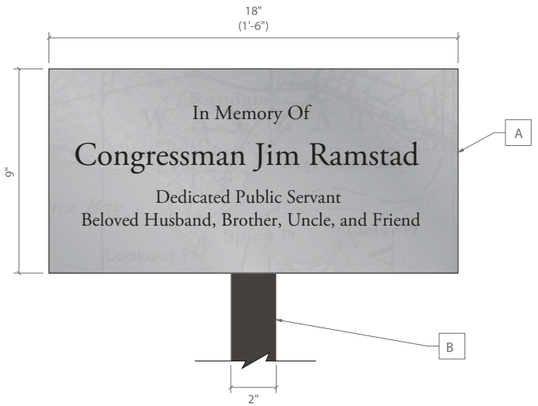
POST SIGNS*



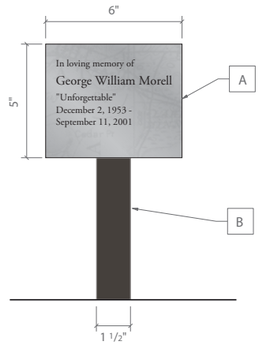
$100,000 GIFT



$25,000 GIFT

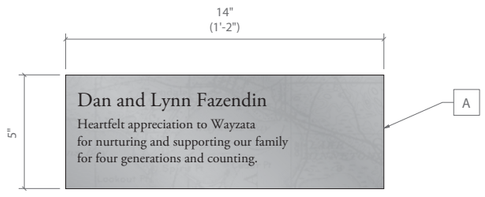


$20,000 GIFT



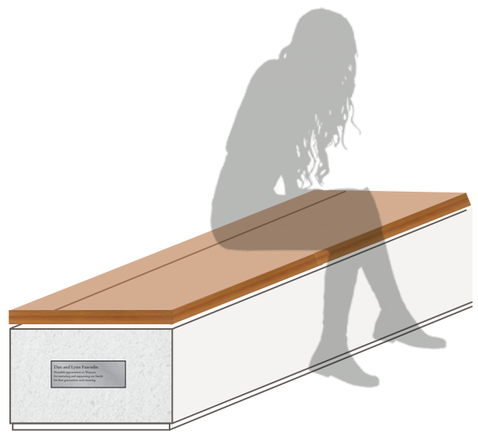
**The option to add a photo likeness is no longer offered. See Tier 4 details for updated design standards.*

BENCHES



$5,000 GIFT

- Fazendin
- Pierson
- Benson



END PLACEMENT

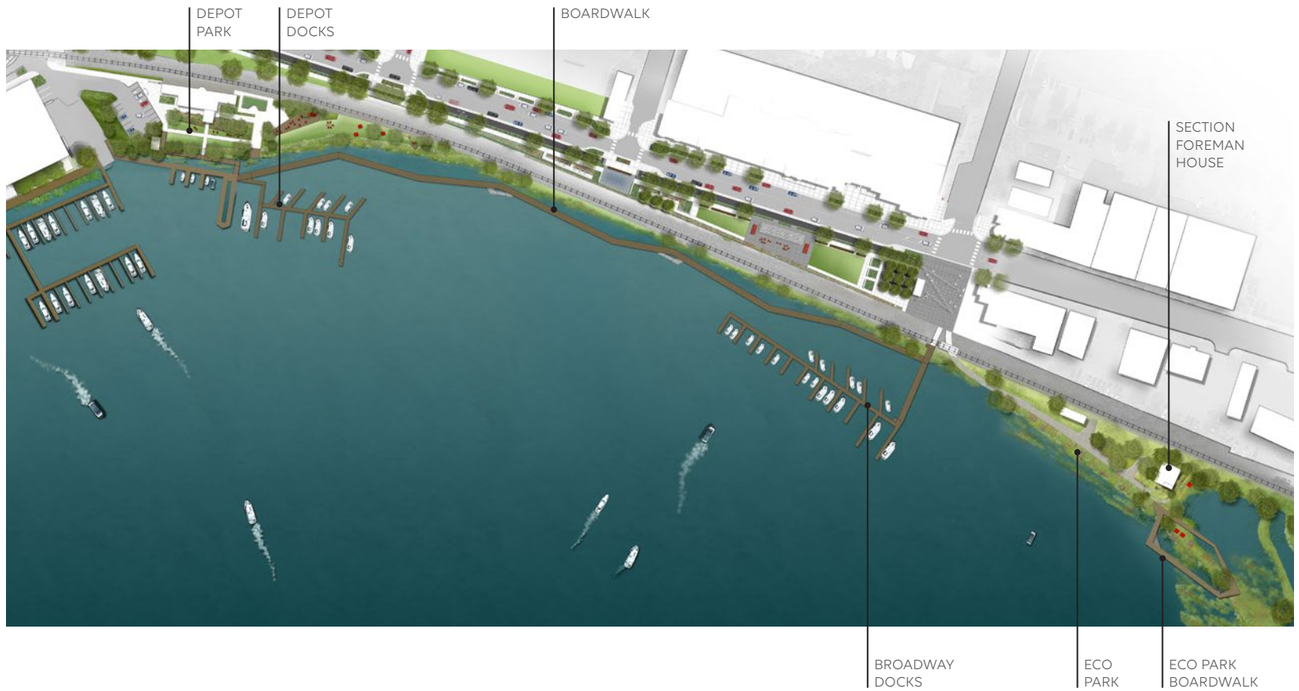


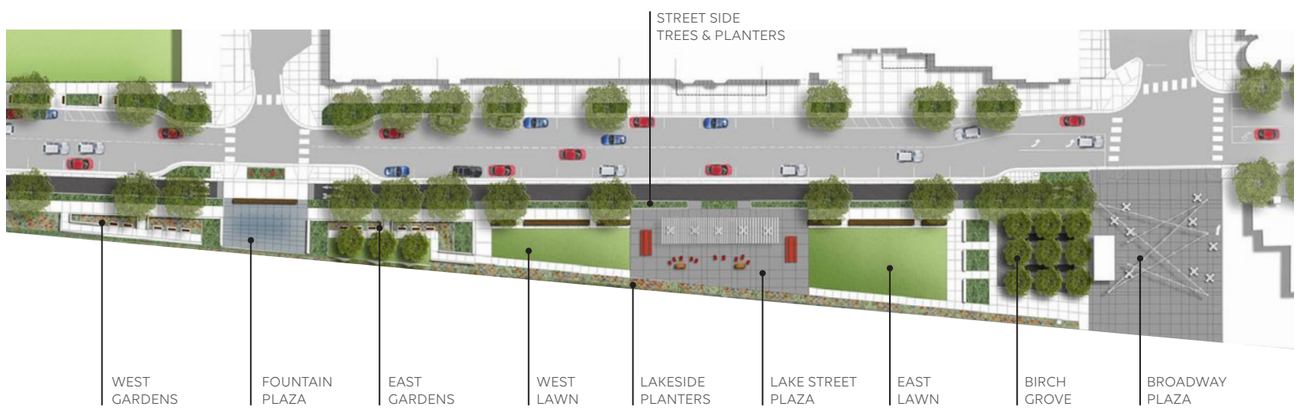
SIDE PLACEMENT

APPENDIX B

DETAILED DESIGN STANDARDS

PARK LAYOUT


DEPOT PARK
DEPOT DOCKS
BOARDWALK
SECTION FOREMAN HOUSE
BROADWAY DOCKS
ECO PARK
ECO PARK BOARDWALK


STREET SIDE TREES & PLANTERS
WEST GARDENS
FOUNTAIN PLAZA
EAST GARDENS
WEST LAWN
LAKESIDE PLANTERS
LAKE STREET PLAZA
EAST LAWN
BIRCH GROVE
BROADWAY PLAZA

DESIGN BACKGROUND & STYLE

A COMPREHENSIVE SYSTEM

Existing historic district wayfinding signage is high contrast, with a dark background and white text. The text is a serif font and speaks to a traditional character.

The new Panoway signage relates to the existing wayfinding with high contrast coloring and a serif font. The design aims to bridge a traditional feel with the modern aesthetic of the Panoway landscape to achieve timelessness and versatility.

Powder-coated warm bronze was selected for the informational, educational, and honorific signage to relate to the existing historic district wayfinding and designation signage. (Exhibit A)

Stainless steel/aluminum was selected for all donor recognition signage to relate to the modern aesthetic of the Panoway landscape, and to be visually subtle against the white benches. (Exhibit B)

To create a cohesive family, all sign types will use Garamond font for text and will be etched into the surface material.

Font: Garamond (serif)
Material: Powder Coated Warm Bronze

EXHIBIT A

Font: Garamond (serif)
Material: Stainless Steel/Aluminum

EXHIBIT B

DISTINCTLY WAYZATA

The design concept highlights Wayzata's history. Historic maps and photographs create a concept rooted in the uniqueness of this place.

composite kettle lake
sacred grounds
vibrant community
picturesque forests
meandering shoreline
islands and secluded bays

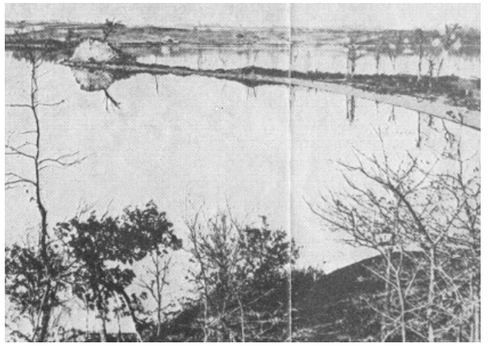


EXHIBIT C

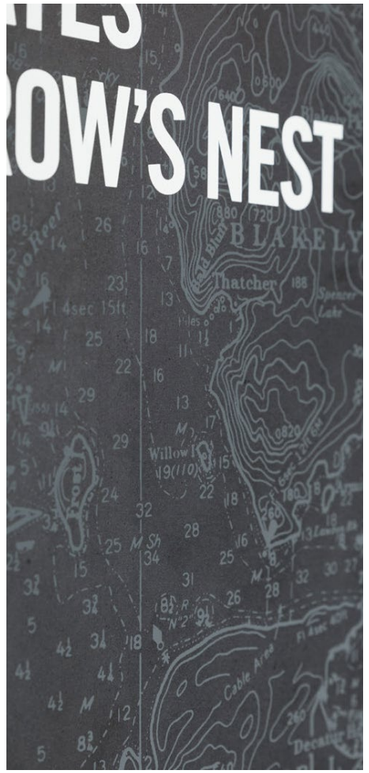


EXHIBIT D

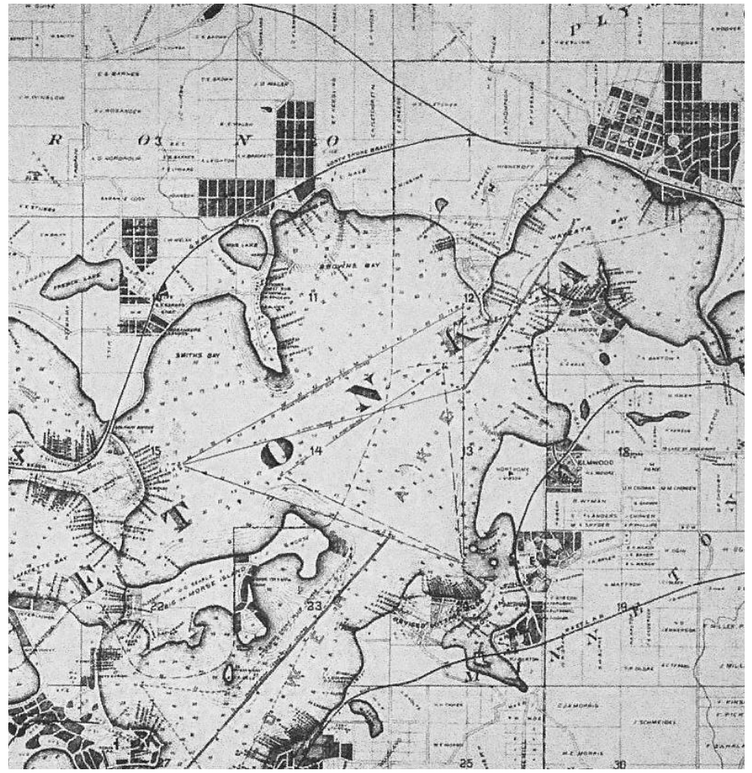


EXHIBIT E

INFORMATIONAL, EDUCATION, HONORIFIC

TIER 1A (EXISTING) STANDARDS

Material: Powder coated warm bronze
Text: None
Size: Varies relative to existing plaque
Characters: None
Image: Historic image relevant to subject may be etched/painted into border above

Existing educational and informational plaques to be incorporated with the design standards shall adhere Tier 1A standards.

The existing plaque may be secured to the bent-form sign. A powder coated steel frame panel will sit elevated above the plaque allowing for text to be read. This example incorporates a historic image of Spirit Knob, which is visible from the sign location.

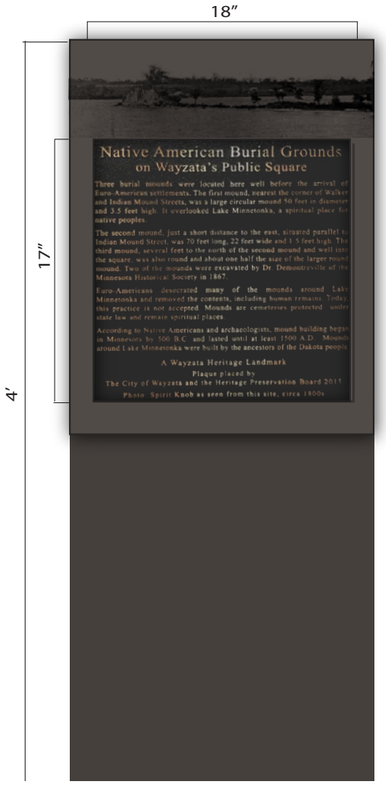


EXHIBIT A: Elevation

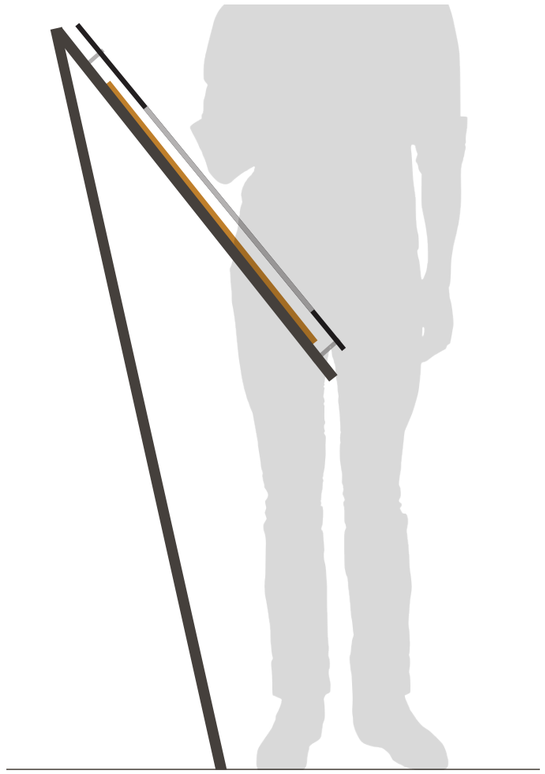


EXHIBIT B: Section

TIER 1B (NEW) STANDARDS

Material: Powder coated warm bronze
Body Text: Garamond 1/4″
Title Text: Garamond 5/8″
Size: Legible Surface 18″ x 18″, 4′ height
Characters: 750 maximum, Centered
Image: Historic image relevant to subject may be etched/painted as background texture (Exhibit C)

All new educational and informational signage shall adhere to Tier 1B standards.

This example incorporates a historic image of Spirit Knob, which is visible from the sign location etched into the surface.



EXHIBIT C

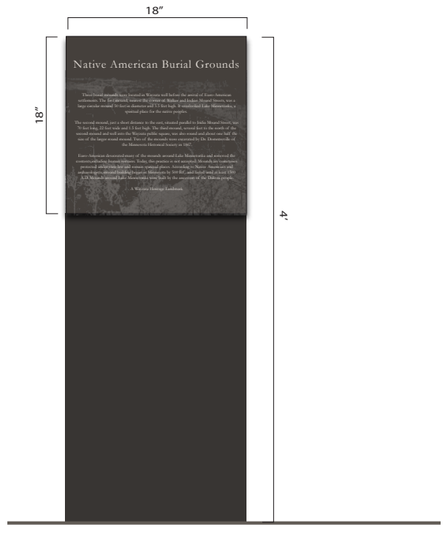


EXHIBIT D: Elevation

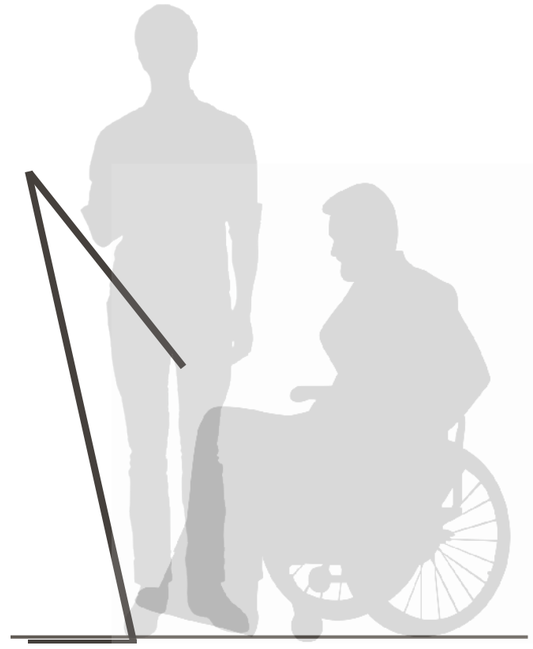


EXHIBIT E: Section

INFORMATIONAL, EDUCATION, HONORIFIC

TIER 2 STANDARDS

Material: Powder coated warm bronze
Title Text: Garamond 2 1/2"
Size: Legible Surface 11" x various lengths, 2' height
Characters: 35 maximum, Centered
Image: 1905 USGS map etched/painting as background texture (Exhibit A)

All new honorific, or public art signage shall adhere to Tier 2 standards.



EXHIBIT A



EXHIBIT B: Elevation

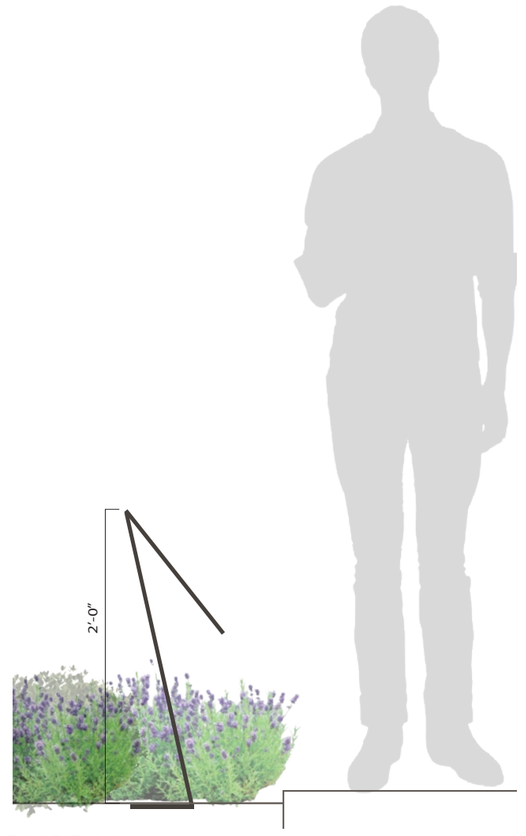


EXHIBIT C: Section

DONOR RECOGNITION

TIER 1 & 2 STANDARDS

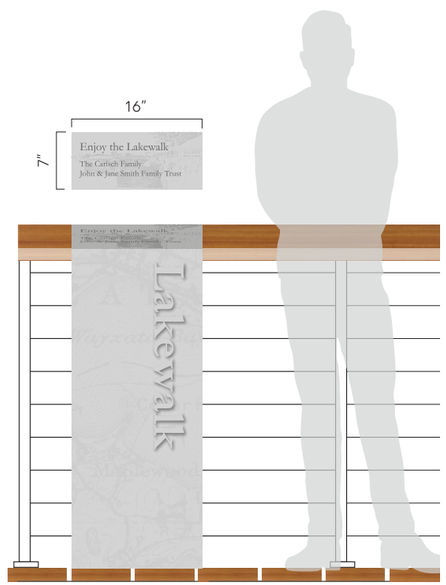
Material: Stainless steel
Text: Garamond
Design: Background graphic with etched and/or dimensional letters as shown

All new donor recognition for significant sponsorship signage shall adhere to established standards but may be reviewed by the City.

Naming rights limited to established opportunities and subject to City approval.



TIER 1: OVERALL PROJECT
Dimensional letters, etched donor name



TIER 1: BOARDWALK
Dimensional letters, etched dedication text on rail panel



TIER 2: LAKE STREET PLAZA
Dimensional letters, etched donor name

TIER 3 & 4 STANDARDS

Material: Stainless steel
Text: Garamond
Design: Background graphic with etched letters
Fabrication: Bent panel with vertical back and angled face, except as noted

All new donor recognition for Tier 3 and 4 opportunities shall adhere to established standards. Signs that identify a named place shall have only a donor name with no supporting or dedication text, regardless of sign style.



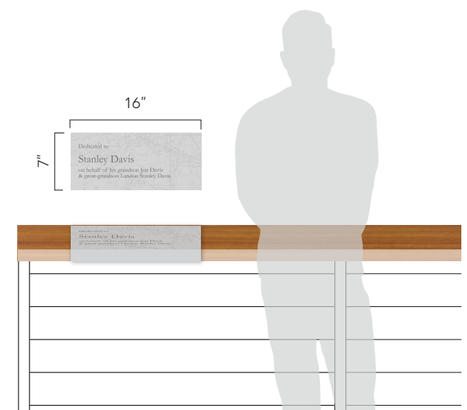
TIER 3: LARGE ANGLED SIGN
Etched letters: Large text for location name, single line donor name



TIER 4: MEDIUM ANGLED SIGN
Etched letters: One line of large text for honoree name, up to two lines of dedication text



TIER 4: SMALL ANGLED SIGN
Etched letters: One line of large text for honoree name, up to two lines of dedication text



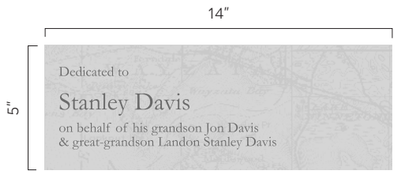
TIER 4: BOARDWALK SEATING
Etched letters: One line of large text for honoree name, up to two lines of dedication text

DONOR RECOGNITION

TIER 5 STANDARDS

Material: Stainless steel
Text: Garamond
Design: Background graphic (where applicable) with etched letters
Fabrication: Applied plaque

All new donor recognition for Tier 5 opportunities shall adhere to established standards. Placement of plaques shall be as shown.

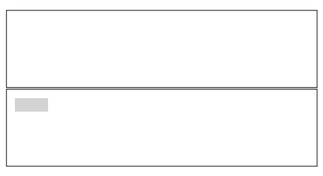


TIER 5: STONE BENCH
Etched letters: One line of large text for honoree name, up to two lines of dedication text





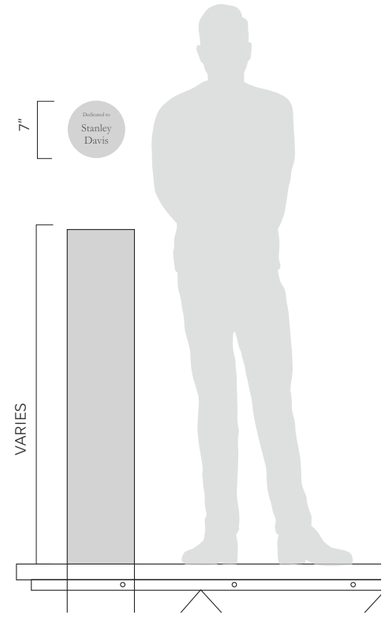
TIER 5: HARVEST TABLE
Etched letters: One line of large text for honoree name, up to one line of dedication text





TIER 5: ADIRONDACK
Etched letters: One line of large text for honoree name





TIER 5: DOCK POST
Etched letters: One line of large text for honoree name (no background graphic)



TIER 5: BOARDWALK RAIL
Engraved letters: 1" cap height (110 pt), 30 character maximum per name, average of 7 names per 10' section (approx. 150 characters), 1.5" spacing between names; install minimum one full rail section at a time

HGA

WAYZATA CONSERVANCY

PANOWAY DONOR SIGNAGE

APRIL 27, 2023

PANOWAY NAMING & DEDICATION OPPORTUNITIES

DONOR RECOGNITION

Tier Descriptions

Tier 1 Significant Sponsorship ($1M-$500k)
Tier 2 Significant Sponsorship ($499k-$250k)
Tier 3 Major Sponsorship ($249k-$100k)
Tier 4 Individual Designation ($99k-$25k)
Tier 5 Individual Designation ($24k-$1k)

City may review any signage in Tiers 1 & 2;
Tiers 3–5 to follow established guidelines.

Phase	Tier	Quantity	Location	Donation	Cost	Net	Est. Total	Cost Ratio
1	1	1	Overall Project – "Panoway Park"	$ 1,000,000	$ 18,000	$ 982,000	$ 982,000	2%
2	1	2	Boardwalk – "Lakewalk"	$ 500,000	$ 7,000	$ 493,000	$ 986,000	1%
3	2	1	Depot Park	$ 375,000			$ -	
3	2	1	Eco Park [option for naming rights]	$ 375,000			$ -	
1	2	1	Lake Street Plaza	$ 375,000	$ 5,500	$ 369,500	$ 369,500	1%
2	2	1	Section Foreman House – "Sandvold Learning Center"	$ 250,000	$ 5,000	$ 245,000	$ 245,000	2%
3	3	1	Boardwalk at Eco Park	$ 150,000			$ -	
1	3	1	Central Garden Bed [Davis]	$ 100,000			$ -	
1	3	1	Fountain Plaza	$ 75,000	$ 3,000	$ 72,000	$ 72,000	4%
1	4	2	Garden Bed [Flowers]	$ 50,000	$ 3,000	$ 47,000	$ 94,000	6%
3	4	3	Garden (Depot Park)	$ 50,000			$ -	
3	4	2	Overlook (Depot Park)	$ 50,000			$ -	
3	4	3	Cabana (Depot Park)	$ 50,000			$ -	
1	4	6	Garden Planter [Grasses, Jacobs]	$ 25,000	$ 2,800	$ 22,200	$ 133,200	11%
2	4	2	Section Foreman House Classroom	$ 25,000			$ -	
2	4	1	Section Foreman House Study	$ 25,000			$ -	
2	4	2	Boardwalk Seating Area	$ 25,000	$ 1,150	$ 23,850	$ 47,700	5%
1	5	10	Stone Bench	$ 5,000	$ 480	$ 4,520	$ 45,200	10%
1	5	11	Wood Bench [all dedicated]	$ -				
3	5	6	Wood Bench (Depot Park)	$ 2,500			$ -	
1	5	4	Harvest Table	$ 3,500	$ 425	$ 3,075	$ 12,300	12%
3	5	4	Harvest Table (Depot Park)	$ 3,500			$ -	
1	5	10	Adirondack Chair	$ 2,500	$ 380	$ 2,120	$ 21,200	15%
3	5	6	Adirondack Chair (Depot Park)	$ 2,500			$ -	
3	5	8	Adirondack Chair (Eco Park)	$ 2,500			$ -	
2	5	26	Dock Posts	$ 1,500	$ 500	$ 1,000	$ 26,000	33%
2	5	735	Boardwalk Rail	$ 1,000	$ 115	$ 885	$ 650,475	12%
						Total Giving	$ 3,034,100	

Sign Summary – Phases 1 & 2

Does not include Phase 3 signs at Depot Park or Eco Park

			Initial Plan	Updated
PARK & DOCKS	Freestanding		19	11
	Applied		54	40
	Dock posts		40	26
		TOTAL	**113**	**77**
BOARDWALK	Installed signs		4	4
	Rail Engraving		300	735

EDUCATIONAL | INFORMATIONAL | HONORIFIC

Tier Descriptions

Tier 1 Historic Distinction, Educational, Informational

Tier 2 Honorific, Public Art Signage

Phase	Tier	Quantity	Location	Cost	Designed	Installed	Description
1	2	1	911 Memorial Garden		x	x	
1	1	1	Native American Burial Grounds		x	x	
2	1	1	Section Foreman House National Registry		x		
2	1	3	BNSF Interpretive Signage		x		
2	1	2	Section Foreman House Interior Educational Signage				
3	1	1	Eco Park Interpretive Signage				

CITY OF WAYZATA POLICY
ON NAMING AND DEDICATING CITY-OWNED LAND AND FACILITIES

Adopted by the City Council on March 2, 2021 Pursuant to Resolution No. 07-2021

1. Background and Purpose

The City of Wayzata has a long history of naming and dedicating City-owned land and facilities, including the lakeshore benches, Klapprich Park, Bell Tennis Courts, and multiple historic designations throughout the City.

Wayzata also has opportunities with existing and future City-owned land and facilities (such as those that associated with the *Panoway* project) to tell the story of Wayzata's past and present; to commemorate events; to educate and inform; and to honor those that have made significant civic, cultural, and financial contributions to the City and its public spaces.

In light of this history and these opportunities, the purpose of this Policy is to:

A. Allow residents, community groups, civic organizations, businesses, philanthropic organizations, and individual donors, to make requests and suggestions for the naming of City-owned land and facilities.

B. Provide a clear process for reviewing and approving the naming and dedication of City-owned land and facilities, and for reviewing and approving signage and other features that commemorate events, honor individuals, recognize donors, and educate and inform the public.

C. Provide standards for the shape, form, context, design, language, and other visual aspects of any approved naming, honoring, informing and educating associated with City-owned land and facilities.

D. Provide opportunities for valuable public and private support for City projects, programs, facilities, and spaces that benefit the public, visitors, and residents of Wayzata.

2. Scope

This policy applies to all City-owned land and facilities with the exception of City streets. Some parts of this policy apply only to specific City-owned land and facilities (such as *Panoway* areas and features) or where donations to the City are involved.

3. General Principles

A. Except as otherwise provided in this Policy, the City Council shall have the sole authority to approve commemorative, educational, and honorific signage and installations on City-owned land and facilities, and to name or rename City-owned land and facilities.

B. The City's general policy is to retain existing names of City-owned land and facilities, particularly when the name has City or regional significance. However, the City Council may consider renaming recommendations that meet the City's naming criteria outlined in this Policy.

C. Except as otherwise provided in this Policy, the donation of land, facilities, or funds shall not create an obligation for the City to name the land or facility, or any portion of it after the donor or other individual, family, or organization.

D. Except as otherwise provided in this Policy, the cost of plaques, monuments, and replacements signs resulting from naming or renaming City-owned land or facilities will be borne by the individual, group, or organization sponsoring the request.

4. General Criteria

A. The following criteria shall be considered in the naming or renaming of City-owned land and facilities:

1. The name should, if possible, include or preserve any significant geographic, environmental, cultural, or historic connotation to the area in which the land or facility is located.

2. Consideration should be given to the practical impacts of any change of name, including the relative familiarity, importance and common use of a name.

3. Special consideration may be given to recommended names in honor of any individual, family, or organization that has:

   a. Donated money for the acquisition, purchase, construction, renovation, or maintenance of the land or facility;
   b. Provided major and lasting service or in-kind contributions to the acquisition, purchase, planning, development, renovation, or maintenance of the land or facility; or
   c. Made significant contributions to the City, that will have a long-lasting and positive impact on the community.

4. The names of City-owned land and facilities may be considered by City Council at any time, and will be considered whenever a significant public project is undertaken, major renovations or remodeling of public facilities are done, or there is a significant public concern regarding an existing name.

5. General Procedures for Naming and Renaming

A. A request to name or rename City-owned land or a facility shall be made in writing.

B. The City Manager or his/her designee will review the request, request any additional information needed, and designate an appropriate City staff person/s to review the request and make a recommendation to the City Council.

C. The City Council shall consider the request and recommendation and approve or deny it based upon the criteria of this Policy and any other relevant factors related to the health, safety and welfare of the community. City Council may also direct the City Manager to conduct further study on the recommendation before making a decision to approve or deny the recommendation.

6. *Panoway* Specific Policies and Procedures

Given the scope, importance, and significant public and private partnerships associated with the City's *Panoway* project, the following policies and procedures of this section of the Policy shall apply to all City-owned land and facilities that are a part of the *Panoway* project.

This part of the Policy outlines how and when gifts and donations to *Panoway* will be recognized, and addresses naming opportunities for facilities and amenities within *Panoway*. It covers both *honorific* (no money) and *philanthropic* (money donated) naming and dedications, as well as educational signage. It is intended to guide the City and the Wayzata Conservancy in donor and other requests for naming landmarks and features within *Panoway*.

A. Types of Naming and Recognition Within *Panoway*

The City will consider the following types of naming and recognition within *Panoway*:

1. *Honorific* – Intended to honor or pay tribute to individuals or groups, or to commemorate significant events (e.g., 911 Memorial)
2. *Educational* – Intended to educate the public on significant historic, environmental, cultural, or civic aspects of *Panoway* (e.g., Native American Historic Designation)
3. *Donor Recognition* – Intended to recognize those who have made donations to *Panoway,* or those that donors wish to remember or honor others (e.g., benches with plaques in memory of loved ones)
4. *Naming Rights* - Intended to recognize or commemorate those who have made Major Donations that have helped make possible significant features of *Panoway* (e.g., Section Foremans House)

B. Process for Reviewing Naming and Recognition Requests

The City will use the following procedures to consider and approve naming and recognition requests within *Panoway*:

1. Honorific and Educational naming and recognition, that does not involve donations or financial or other consideration of any kind, will follow the policies and procedures in Sections 2-5 of this Policy.

2. Donor Recognition and Naming Rights will follow the policies and procedures of Section 6.C. of this Policy below.

C. Donor Recognition and Naming Rights Review and Approval Procedures

1. Prospective donors to *Panoway* who are interested in Donor Recognition or Naming Rights must first complete a request form that references and complies with the terms of this Policy, and submit it to the Conservancy.

2. The request will be reviewed initially by the Conservancy according to the criteria of this Policy.

3. Upon completion of review of a request the Conservancy believes meets the criteria of this Policy, the Conservancy shall forward the request to the City for review.

4. Upon receipt of a request form from the Conservancy, the City Manager (or his/her designee) may approve the request if it is associated with a Minor Donation (as defined below) to *Panoway*, and the request, in the judgment of the City Manager, meets the criteria of this Policy. If the request is associated with a (i) Major Donation and/or (ii) Naming Rights request, then the City Manager shall present the request to the City Council for its approval or denial. The City Council shall approve or deny the request based on the criteria of this Policy, and any other reason that goes to the health, safety or welfare of the City. City Council may also direct the City Manager to conduct further study on the request before making a decision to approve or deny the request.

5. For Naming Rights requests, the recommendation from the Conservancy shall include the key terms for the Naming and a written analysis and recommendation by the Conservancy.

6. Once a Naming Rights request has been approved by the City Council, no material changes to the approved request may occur without approval of the City Council.

D. Naming Rights Criteria

The following shall apply to all Naming Rights requests within *Panoway*:

1. The Conservancy and the City should carefully consider the implications and effects of the proposed naming and association with the City and *Panoway*, and conduct appropriate due diligence on the request.

2. Duplication and confusing similarity of names should be avoided.

3. Consideration should be given to geographic location, historical or cultural significance and natural or geological features of Facilities and areas to be named.

4. Facilities and areas should only be named in connection with a significant gift or Major Donation, unless approved as an Honorific or Educational naming.

E. Terms for Donor Recognition and Naming Rights

The following terms shall apply to all types of naming and recognition within *Panoway*:

1. The City shall have the right to deny any donation or request for any type of naming or recognition if it determines that accepting the donation or approving the request would be inconsistent with any City policy, plan, mission or values statement; contrary to law or regulation; or detrimental to the health, safety or welfare of the City.

2. The duration of approved naming and recognition may be indefinite, or for a specific time specified in the approval of the naming or recognition.

3. The City reserves the right, in all cases, to modify or change any naming or recognition if it determines:

   a. A change in the need or use of a Facility requires its removal from *Panoway*; or
   b. New information or a change in the status of the person or organization associated with the Donation or Naming Rights would be inconsistent with any City policy, plan, mission or values statement, or would subject the City to unlawful, negative, or detrimental associations.

F. Design, Text, and Physical Features

All types of naming and recognition within *Panoway* shall confirm with the design guide for naming and recognition that has been approved by City Council (and that may be updated from time to time by City Council), and that contains the standards for the shape, form, context, design, and language used. Any deviation from these standards shall require City Council approval.

7. Definitions

A. "Conservancy" or "Wayzata Conservancy" is a 501(c)(3) nonprofit organization established in 2016 to advocate for and raise private philanthropic funds for *Panoway*.

B. "Donations" are gifts or contributions of cash, goods or services where no reciprocal benefit is given or expected.

C. "Donor Recognition" is intended to recognize those who have made donations to the City (or a City project, like *Panoway*), or those that donors wish to remember or honor (e.g., benches with plaques in memory of loved ones)

D. "Educational" naming or recognition is intended to educate the public on significant historic, environmental, cultural, or civic aspects of Facilities (e.g., Native American Historic Designation).

E. "Facilities" are any City-owned building, structure, art piece, natural feature, recreational facility, land, or area.

F. "Honorific" naming or recognition is intended to honor or pay tribute to individuals or groups, or to commemorate significant events (e.g., 911 Memorial).

G. "Minor Donations" are any donations under $50,000.

H. "Major Donations" are any donations of $50,000 or more.

I. "Naming Rights" are the rights to name a Facility, or part of a Facility, and are intended to recognize or commemorate those who have made Major Donations that have helped make possible significant features of City project, like *Panoway* (e.g., Section Foremans House).

J. "Panoway" is the City of Wayzata's *Panoway on Wayzata Bay* project to restore, protect and enhance Wayzata's downtown lakefront.

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 8.c
TITLE: Consider Adoption of Resolution 28-2023 Accepting Panoway Donation of $500,000 from the Carisch Family Fund and Approving Naming, Dedication, and Signage for Panoway Boardwalk	
PROPOSED MOTION: To Adopt Resolution 28-2023 Accepting Panoway Donation of $500,000 from the Carisch Family Fund and Approving Naming, Dedication, and Signage for Panoway Boardwalk	
PREPARED BY: Emily Goellner, Community Development Director	
REVIEWED BY: Jeffrey Dahl, City Manager	

ACTION REQUESTED:

Staff recommends Adoption of Resolution 28-2023 Accepting Panoway Donation of $500,000 from the Carisch Family Fund and Approving Naming, Dedication, and Signage for Panoway Boardwalk

FINANCIAL OR BUDGET CONSIDERATION:

A donation of $500,000 to the Panoway Boardwalk will be received by the Wayzata Conservancy under this proposal and then paid to the City to cover a portion of the costs for the project.

BACKGROUND:

In 2021, the City adopted a Naming and Dedication Policy (attached to previous agenda item regarding signage standards). It governs how and when gifts and donations to Panoway will be recognized, and addresses naming opportunities for facilities and amenities within Panoway, including both honorific (no money) and philanthropic (money donated) naming and dedications, as well as educational signage. The process for reviewing "Major Donations" (over $50,000) and any associated signage requests are outlined in Section 6.C. of the Policy.

At the meeting, the Wayzata Conservancy will present a proposed donation and Pledge Agreement for a $500,000 donation to the Conservancy from the Carisch family through the Minneapolis Foundation. It includes a request to name the boardwalk as the “Lakewalk” with signage on the boardwalk noting, "Enjoy the Lakewalk" and "The Carisch Family" in smaller font underneath. An image of the proposed signage is attached as well as a matrix of how the donation fits within Panoway Naming and Dedication funding plan.

ATTACHMENTS:

1. RES 28-2023 Accepting Panoway Carisch Family Donation and Approving Signage for Panoway Boardwalk
2. Boardwalk Signage Design and Amount

RESOLUTION NO. 28 - 2023

RESOLUTION ACCEPTING PANOWAY DONATION AND APPROVING NAMING, DEDICATION AND SIGNAGE FOR PANOWAY BOARDWALK

WHEREAS, the City of Wayzata's "*Panoway on Wayzata Bay*" project to restore, protect and enhance Wayzata's downtown lakefront ("Panoway") is underway;

WHEREAS, the City has adopted a Naming and Dedication Policy (the "Policy") that governs how and when gifts and donations to Panoway will be recognized, and addresses naming opportunities for facilities and amenities within Panoway, including both honorific (no money) and philanthropic (money donated) naming and dedications, as well as educational signage;

WHEREAS, the City Council has reviewed the proposed donation, naming and dedication request, and the proposed signage associated with such, that are attached to this Resolution as Exhibit A (the "Donation, Dedication, and Naming Request") and finds they are consistent with the Policy, and the City plans and goals for Panoway;

WHEREAS, the Wayzata Conservancy has reviewed the "Donations Dedication, and Naming Request" and believes they meet the criteria of the Policy; and

WHEREAS, all of the signage for the Donation, Dedication, and Naming Requests will conform with the Policy's design guide for naming and recognition within Panoway.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota, that Donation, Dedication, and Naming Requests attached to this Resolution are hereby approved, subject to continuing compliance with the Policy.

Adopted by the Wayzata City Council this 2nd day of May 2023.

_____

Johanna Mouton, Mayor

DRAFT

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 May 2, 2023.

_____
Kathy Leervig, Deputy City Clerk

ATTACHMENT:
Donation, Dedication, and Naming Request by the Carisch Family for the Panoway Boardwalk

DRAFT

WAYZATA
CONSERVANCY

April 25, 2023

Wayzata City Council & Staff
% Jeff Dahl, City Manager
email: jdahl@wayzata.org

Wayzata City Council and Staff,

On March 21, 2023, The Wayzata Conservancy and their design partner, HGA Architects, presented draft design ideas for review and comment at a work session of the Wayzata City Council. Feedback from that workshop was carefully reviewed and incorporated into Design Standards for Panoway Naming and Dedication Signage which you reviewed at your workshop on April 17. Your comments and direction from that workshop resulted in the recommendations the Naming and Dedication has brought to you tonight.

With these new design standards and the new naming pyramid incorporated therewith, The Conservancy is pleased to present a proposed donation and Pledge Agreement for a $500,000 donation to the Conservancy from the Carisch family through the Minneapolis Foundation for review and comment. It includes a request to name the boardwalk as the "Lakewalk" in accordance with the terms of the City's Naming and Dedication Policy adopted on March 2, 2021. With your approval of the design standards and naming pyramid, we will be able to move forward with this family that has been so active in the city for so many years.

Thank you for your guidance and leadership as we move into construction of Phase 2 of the Panoway project which will fulfill Wayzata's 100-year dream by including a boardwalk along its lakefront and will have such a positive impact in the life of Wayzata residents for years to come.

Sincerely,

Blake Sandvold
Wayzata Conservancy Board Chair

MINNEAPOLIS FOUNDATION

612.672.3878

800 IDS Center
80 S 8th Street
Minneapolis, MN 55402

April 27, 2023

Peter Hitch
Executive Director
The Wayzata Conservancy
294 Grove Lane East, Suite 100
Wayzata, MN 55391

Re: Grant from the Carisch Family Fund of The Minneapolis Foundation

Dear Peter:

The Minneapolis Foundation (the "Foundation") is pleased to approve a grant of $500,000.00 to The Wayzata Conservancy (the "Conservancy") to support the Boardwalk section of Wayzata's Panoway Project. The Boardwalk section, or "lake walk" is the proposed lakeside walkway that will stretch approximately 1,000 lineal feet from the COV RR Crossing to the Wayzata Depot, adjacent to Lake Street in downtown Wayzata. This grant is awarded from the Carisch Family Fund of the Minneapolis Foundation. Payment of grant funds will be made to the Conservancy by the Foundation on or before June 1, 2023.

This significant commitment by the Carisch Family Fund of the Minneapolis Foundation towards this phase of the overall Panoway Project will spark more conversation with other Foundation donors with the hopes that this will encourage additional financial support of this project. It is the Foundation's understanding that the Conservancy will use this commitment as a challenge to its constituents to also provide additional financial support. It is also the Foundation's understanding that as a result of this financial commitment, the Conservancy will advocate for appropriate name recognition of the Carisch family on the Boardwalk with the Wayzata City Council and any others involved in making such name recognition decisions. The Foundation understands that this is not a condition of the grant, but rather a mutual desire of the Carisch family, the Foundation and The Conservancy.

Under United States law, the Foundation grant may be expended only for charitable, scientific, literary, or educational purposes. This grant is made only for the purposes stated in this letter and the documents referenced above. Any grant funds not expended or committed for the purposes of the grant, or within the period stated above, will be returned to the Foundation.

By countersigning this grant letter, you agree that your organization will not promote or engage in violence, terrorism, bigotry or the destruction of any State, nor will it make subgrants to any entity that engages in these activities.

It is understood that all grant activities shall be performed in accordance with regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") and that no Foundation

funds shall be used to provide funds or services to any person or entity listed on either the Specially Designated Nationals List or the Consolidated Sanctions List published periodically by OFAC. It is further understood that no Foundation grant funds shall be used for any prohibited activity in any countries under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity or organization from those countries.

Upon completion of the construction of the Boardwalk section, or "lake walk", the Foundation shall be furnished a copy of any publication, audio or video program, film or other media product produced by your organization under this grant for archival and/or research purposes. The Foundation shall have the right to make and disseminate additional copies of any such grant product. In addition, the Conservancy hereby grants to the Foundation a license to disseminate on its website any product produced by the Conservancy under this grant.

It is understood that the Foundation grant funds shall not be used for activities to influence the outcome of any specific public election, including but not limited to, activities in support of or opposition to any candidate for public office.

Under the Internal Revenue Code, the Foundation grant funds may not be used by the Conservancy or subgrantees:

(a) to attempt to influence any legislation through (i) an attempt to affect the opinion of the public or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided in response to a written request of a governmental body or a committee or other subdivision thereof), other than through making available the results of nonpartisan analysis, study or research; or

(b) to carry on, directly or indirectly, any voter registration drive.

The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (a) the Conservancy fails to comply with the terms of this letter or applicable laws and regulations, (b) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (c) the Foundation is not satisfied with the Conservancy's performance or the progress of the grant. In any such event, the conservancy agrees, at the Foundation's request, to repay the grant funds or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

If this letter correctly sets forth your understanding of the terms of this grant, will you please indicate your agreement to such terms by having the letter countersigned by an appropriate officer of The Conservancy and returned in its entirety to the Foundation.

It is also understood that by countersigning this grant letter The Conservancy confirms that there has been no change in its qualification as an organization exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code or its classification as not a private foundation. If any change occurs, please notify the Foundation.

Communication regarding current administrative arrangements for this grant should be directed to William Sternberg, by telephone at 612-672-3825 or via e-mail at wsternberg@mplsfoundation.org. Thank you for your work to benefit the community.

Sincerely,

William M. Sternberg
Director, Business Development & Philanthropic Advisor
612-672-3825
wsternberg@mplsfoundation.org

The Wayzata Conservancy agrees to the terms of this grant letter.

_____ _____

Blake Sandvold
Chair of the Board, The Wayzata Conservancy

Date

WAYZATA
CONSERVANCY

Pledge Agreement

The Carisch Family Fund ("Donor or CFF") is pleased to submit this Pledge to partner with the City of Wayzata (the "City") to fund the creation of the proposed Panoway Boardwalk element of its Panoway on Wayzata Bay project in Wayzata, MN (the "Project").

As business owners and former residents of Wayzata, the Carisch Family is deeply invested in the community, and are committed to supporting our city's continued progress as a preeminent destination for families and visitors, while honoring the family's rich historical ties to the Wayzata lakefront. It believes that investing in a permanent Boardwalk along the shore of Lake Minnetonka will allow Wayzata to shine brightly for its residents and visitors alike.

CFF hereby confirms that it has sufficient resources and is interested in participating in the Project and making available $500,000 to fund the Project (the "Funds"), on the following condition: that CFF will have naming rights for the Project, including renaming the Boardwalk to "Lakewalk," as approved by the Wayzata City Council on behalf of the City.

The City acknowledges that in exchange for CFF's commitment of the Funds, CFF will have the right to name the Boardwalk element of its Panoway project.

With the foregoing in mind, the Carisch Family Fund is pleased to show its support of *Panoway on Wayzata Bay* with a pledge of **$500,000** to The Wayzata Conservancy.

Name: William H. Sternberg

Address: Minneapolis Foundation
800 IDS Center
Minneapolis, MN 55402

Email: wsternberg@mplsfoundation.org

Phone: 612-672-3878

The CFF wishes to make its donation in a one-time gift in the form of cash, stock or grant from its Donor Advised Fund.

1. **Naming and Dedication.** Donor requests naming rights for the Panoway Boardwalk changing its name to the "Lakewalk" with honorific and historic reference in an appropriate inscription as in No. 2 below.

2. **Enjoy The Lakewalk –** The Carisch Family

3. **Timing**. Donor agrees that the pledge will be completed on or before June 1, 2023. ("Fulfillment Date"). Donor is free to complete some or all of the pledge earlier than noted.

4. **Restrictions**. The funds donated hereunder shall be used only for the following purposes: Construction, operations, maintenance, upkeep, restoration and related costs associated with the Panoway Boardwalk ($500,000).

5. **City Policies.** This gift will be subject to the City of Wayzata's Naming and Dedication Policy and will be contingent upon approval under that policy of Donor's requested naming rights for the Boardwalk element of the Panoway Project.

Signatures:

Donor: Carisch Family Fund of the Minneapolis Foundation

_____

Its: _____

Date: _____

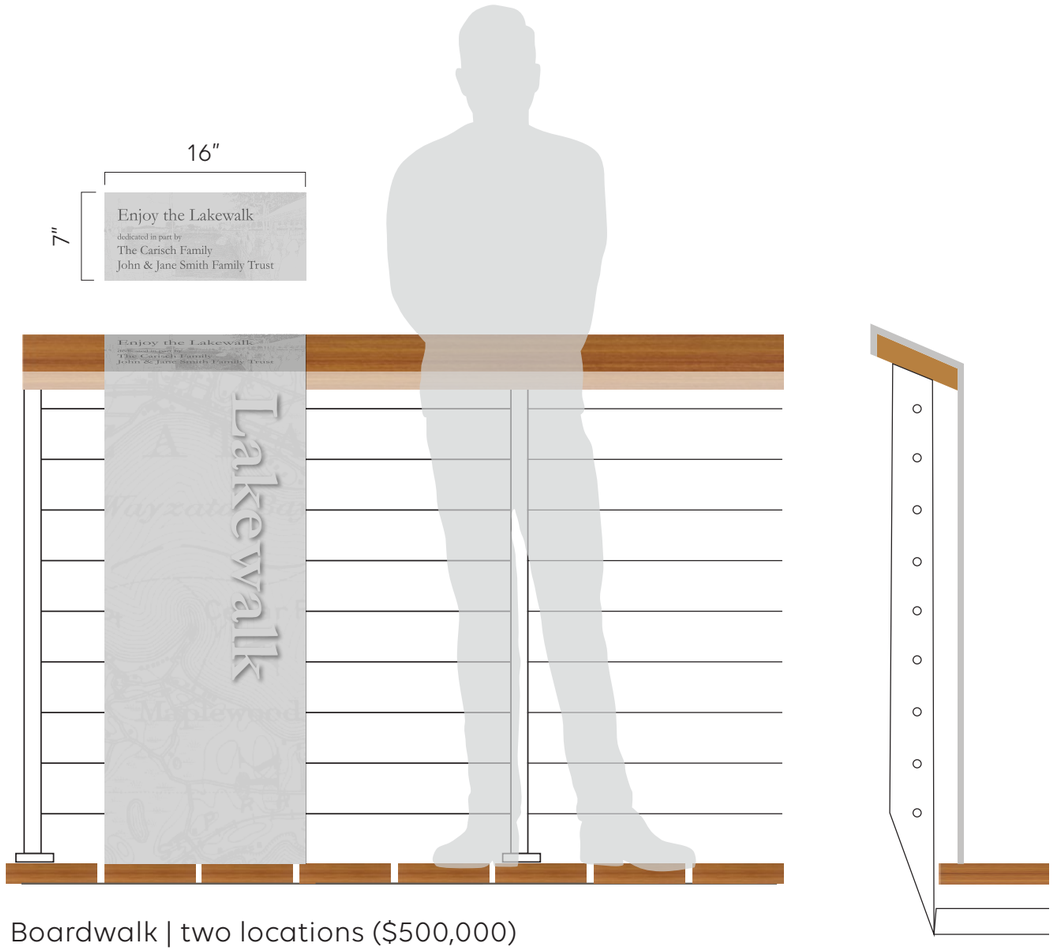
The Wayzata Conservancy (Blake Sandvold):

_____

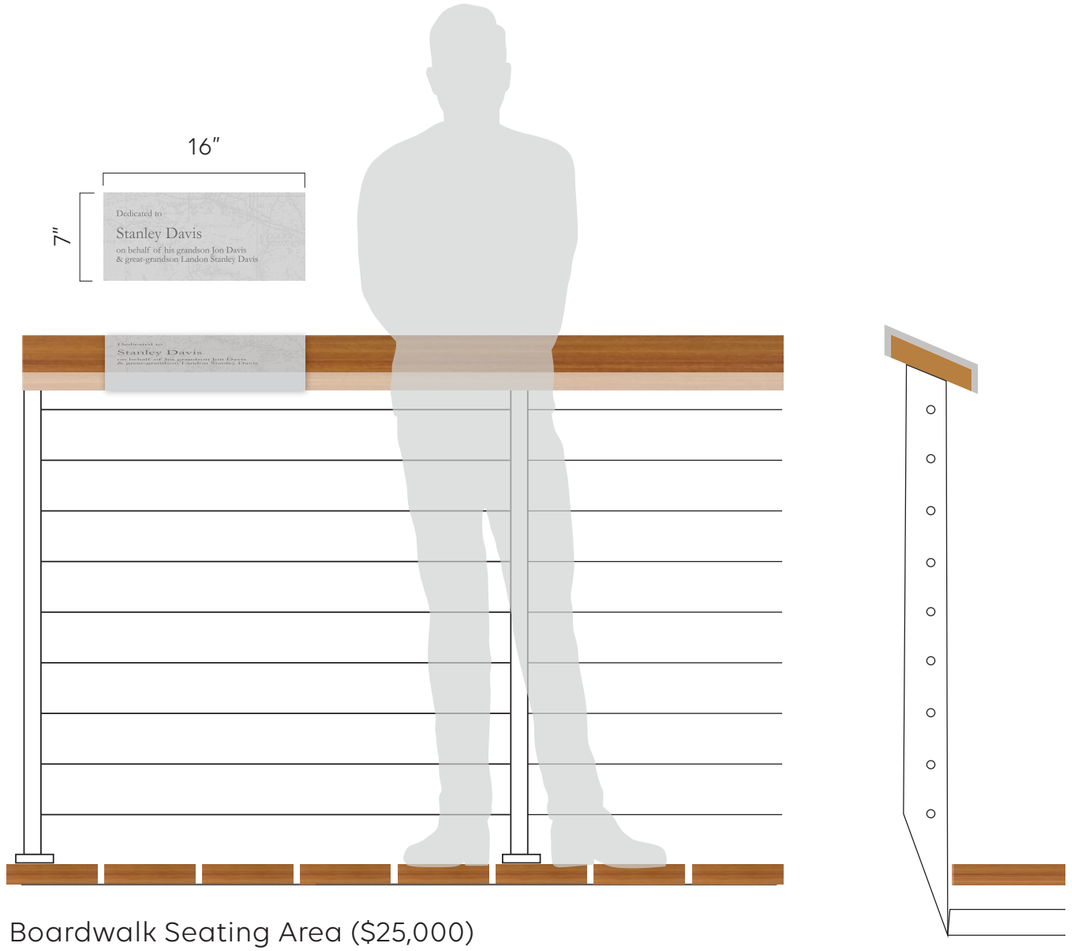
Its: Chairman of the Board of Directors

Date: _____

BOARDWALK



Boardwalk | two locations ($500,000)



Boardwalk Seating Area ($25,000)



Enlarged Top View

PANOWAY NAMING & DEDICATION OPPORTUNITIES

DONOR RECOGNITION

Tier Descriptions

Tier 1 Significant Sponsorship ($1M-$500k)
Tier 2 Significant Sponsorship ($499k-$250k)
Tier 3 Major Sponsorship ($249k-$100k)
Tier 4 Individual Designation ($99k-$25k)
Tier 5 Individual Designation ($24k-$1k)

City may review any signage in Tiers 1 & 2;
Tiers 3–5 to follow established guidelines.

Phase	Tier	Quantity	Location	Donation	Cost	Net	Est. Total	Cost Ratio
1	1	1	Overall Project – "Panoway Park"	$ 1,000,000	$ 18,000	$ 982,000	$ 982,000	2%
2	1	2	Boardwalk – "Lakewalk"	$ 500,000	$ 7,000	$ 493,000	$ 986,000	1%
3	2	1	Depot Park	$ 375,000			$ -	
3	2	1	Eco Park [option for naming rights]	$ 375,000			$ -	
1	2	1	Lake Street Plaza	$ 375,000	$ 5,500	$ 369,500	$ 369,500	1%
2	2	1	Section Foreman House – "Sandvold Learning Center"	$ 250,000	$ 5,000	$ 245,000	$ 245,000	2%
3	3	1	Boardwalk at Eco Park	$ 150,000			$ -	
1	3	1	Central Garden Bed [Davis]	$ 100,000			$ -	
1	3	1	Fountain Plaza	$ 75,000	$ 3,000	$ 72,000	$ 72,000	4%
1	4	2	Garden Bed [Flowers]	$ 50,000	$ 3,000	$ 47,000	$ 94,000	6%
3	4	3	Garden (Depot Park)	$ 50,000			$ -	
3	4	2	Overlook (Depot Park)	$ 50,000			$ -	
3	4	3	Cabana (Depot Park)	$ 50,000			$ -	
1	4	6	Garden Planter [Grasses, Jacobs]	$ 25,000	$ 2,800	$ 22,200	$ 133,200	11%
2	4	2	Section Foreman House Classroom	$ 25,000			$ -	
2	4	1	Section Foreman House Study	$ 25,000			$ -	
2	4	2	Boardwalk Seating Area	$ 25,000	$ 1,150	$ 23,850	$ 47,700	5%
1	5	10	Stone Bench	$ 5,000	$ 480	$ 4,520	$ 45,200	10%
1	5	11	Wood Bench [all dedicated]	$ -				
3	5	6	Wood Bench (Depot Park)	$ 2,500			$ -	
1	5	4	Harvest Table	$ 3,500	$ 425	$ 3,075	$ 12,300	12%
3	5	4	Harvest Table (Depot Park)	$ 3,500			$ -	
1	5	10	Adirondack Chair	$ 2,500	$ 380	$ 2,120	$ 21,200	15%
3	5	6	Adirondack Chair (Depot Park)	$ 2,500			$ -	
3	5	8	Adirondack Chair (Eco Park)	$ 2,500			$ -	
2	5	26	Dock Posts	$ 1,500	$ 500	$ 1,000	$ 26,000	33%
2	5	735	Boardwalk Rail	$ 1,000	$ 115	$ 885	$ 650,475	12%
						Total Giving	$ 3,034,100	

City of Wayzata
City Council Agenda Report

MEETING DATE: May 2, 2023	**AGENDA ITEM:** 8.d
TITLE: Consider Approval First Reading of Ordinance 826 Approving Zoning Text Amendments for Definitions and Performance Requirements Chapters	
PROPOSED MOTION: To Approve the First Reading of Ordinance 826 Approving Zoning Text Amendments for Definitions and Performance Requirements Chapters	
PREPARED BY: Valerie Quarles, Assistant Planner, Eric Zweber, Planning Consultant	
REVIEWED BY: Emily Goellner, Community Development Director	

ACTION REQUESTED:

The Planning Commission and staff recommend approval of the First Reading of Ordinance 826 Approving Zoning Text Amendments for Definitions and Performance Requirements Chapters.

FINANCIAL OR BUDGET CONSIDERATION:

This work is part of the multi-year Zoning Study, which was budgeted for the 2023 CIP.

BACKGROUND:

Over the last three years, the Zoning Study Task Force, Planning Commission, City Council, and staff have worked on amending the commercial, institutional, and residential districts. These changes to the code are a direct continuation of the zoning code updates completed in 2022 (Ordinance 811), which primarily focused on reformatting the zoning code into a more usable state and implementing reforms that included best practices. Those changes were broad, but did not meaningfully extend to the chapters within this update. Now, the intent is to reconcile all of the general provision chapters, the parking table, and the definitions chapter with those changes and with each other, so that the zoning code as a whole advances the City's goals.

On September 26, 2022 and on January 25, 2023, the Task Force reviewed revisions to the Definitions, the General Building, Performance Requirements, and Off-Street Parking sections to ensure clarity and consistency has been provided in the Zoning Ordinance, especially regarding height regulations and parking standards. On March 6, the Planning Commission discussed the changes at a workshop. Since then, updates have been made to incorporate the Planning Commission's comments.

The Planning Commission reviewed the attached updates to Chapters 902, 916, 917, 919, and 920 at their April 3 meeting. Their discussion was extensive and centered on rules and regulations for accessory structure size and location, new parking requirements for gyms and restaurants, open space requirements, and other individual provisions within the code. The Planning Commission voted 7-0 to approve the changes with certain conditions. These additional changes were made and incorporated in time for the Commission to review them alongside their Report and Recommendation of Approval on April 17, which was approved.

Please note that there are also edits to Chapter 936, Tree Preservation, that are due for Council review at the May 16 meeting. The changes proposed to Chapter 902 as a part of this recommended action add a new section for tree-related definitions, which are pulled from Chapter 936 as it is written today. This section of definitions will be updated under the Tree Preservation changes at the next meeting and not the Definition and Performance Requirement changes in this packet.

ATTACHMENTS:

1. Ordinance 826
2. Definitions and Performance Requirements Updates - Report and Recommendation of Approval
3. Definitions and Performance Requirements Updates - Staff Report
4. Definitions and Performance Requirements Updates - Planning Commission Meeting Minutes
5. Definitions and Performance Requirements Updates - Planning Commission Workshop Minutes
6. Performance Requirements - Clean Code Copy

7. Performance Requirements - Redlined Code Copy
8. Definitions - Clean Code Copy
9. Definitions - Redlined Code Copy

CITY OF WAYZATA

HENNEPIN COUNTY, MINNESOTA

DRAFT ORDINANCE NO. 826

AN ORDINANCE AMENDING CHAPTERS 902, 916, 917, 919 AND 920 OF THE ZONING ORDINANCE

WHEREAS, the Zoning Study Task Force, Planning Commission, City Council, and City staff have been engaged in work to update Zoning Ordinance provisions related to commercial, institutional, and residential zoning districts;

WHEREAS, on September 26, 2022 and on January 30, 2023, the Task Force reviewed potential revisions to the Definitions, the General Building, Performance Requirements, and Off-Street Parking sections of the Zoning Ordinance to ensure clarity and consistency is provided throughout the entire Zoning Ordinance;

WHEREAS, on March 6, 2023, the Planning Commission discussed the changes at a workshop, and on April 3, 2023, the Planning Commission discussed the changes at a regular meeting;

WHEREAS, City staff has prepared proposed Zoning Ordinance amendments that are a direct continuation of the Zoning Ordinance updates completed in 2022 under Ordinance 811 to bring the Zoning Ordinance more in line with such updates and the goals and guidance of the 2040 Comprehensive Plan, and to make it easier to understand and administer; and

WHEREAS, the Planning Commission has reviewed and updated such proposed amendments, and recommends approval and adoption of them as detailed in the Report and Recommendation of the Planning Commission dated April 17, 2023.

NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:

Section 1. Adoption of Findings. The findings set forth in the Report and Recommendation of the Planning Commission dated April 17, 2023 are hereby adopted.

Section 2. Amendments to Chapters 902, 916, 917, 919 and 920 of Part IX of City Code (Zoning Ordinance). Chapter 902 - Rules and Regulations; Chapter 916 - General Building and Performance Requirements; Chapter 917 - Accessory Buildings, Structures, Uses and Equipment; Chapter 919 - General Yard, Lot Area, and Building Regulations; and Chapter 920 - Off-Street Parking and Loading of the Zoning Ordinance are hereby amended to read in their entirety as set forth on Attachment A of this Ordinance (~~struck~~ text deleted, underlined text added).

Section 3. Effective Date. This Ordinance will become effective upon passage and publication.

DRAFT

Adopted by the City Council this 2nd day of May, 2023.

_____
Johanna Mouton
Mayor

ATTEST:

_____
Jeffrey Dahl
City Manager

First Reading: May 2, 2023
Second Reading:
Publication:

Attachment A
Amendments to Chapters 902, 916, 917, 919 and 920 of Part IX of City Code (Zoning Ordinance)

DRAFT

WAYZATA PLANNING COMMISSION

April 17, 2023

REPORT AND RECOMMENDATION OF APPROVAL OF ZONING ORDINANCE AMENDMENTS

DRAFT

SUMMARY OF RECOMMENDATION

Approval of Amendments to Chapters 902, 916, 917, 919 and 920 of the Zoning Ordinance

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REPORT AND RECOMMENDATION

Section 1. BACKGROUND

1.1 Zoning Ordinance Updates. The Zoning Study Task Force, Planning Commission, City Council, and City staff have been engaged work to update Zoning Ordinance provisions related to commercial, institutional, and residential zoning districts. On September 26, 2022 and on January 25, 2023, the Task Force reviewed potential revisions to the Definitions, the General Building, Performance Requirements, and Off-Street Parking sections of the Zoning Ordinance to ensure clarity and consistency is provided throughout the entire Zoning Ordinance. The Planning Commission discussed the changes at a workshop on March 6, 2023, and at a regular meeting on April 3, 2023.

1.2 Zoning Ordinance Amendments (text). City staff has prepared proposed Zoning Ordinance amendments that are a direct continuation of the Zoning Ordinance updates completed in 2022 under Ordinance 811, and feedback provided by the Planning Commission, to bring it more in line with such updates and the goals and guidance of the 2040 Comprehensive Plan, and to make it easier to understand and administer. A draft Ordinance to make such Zoning Ordinance amendments (the "Zoning Ordinance Amendments") is attached to this Report as Attachment A.

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1.3 Notice and Public Hearing. Notice of the public hearing on the Zoning Ordinance Amendment was published in the *Sun Sailor* on March 23, 2023 and on the City's website. The public hearing on the Zoning Ordinance Amendment was held at the April 3, 2023 Planning Commission meeting.

Section 2. STANDARDS

2.1 Zoning Ordinance Amendments. City Council has the discretion and authority under state law and City Code to amend the City's Zoning Ordinance (Text or Zoning Map). In considering a proposed amendment to the Zoning Ordinance under Sec. 903.02.F of the Zoning Ordinance, the Planning Commission and City Council must consider the possible adverse effects of the proposed amendment. Their judgment shall be based upon (but not limited to) the following factors:

A. The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.

B. The proposed use's conformity with present and future land uses of the area.

C. The proposed use's conformity with all performance standards contained in the Zoning Ordinance (i.e., parking, loading, noise, etc.).

D. The proposed use's effect on the area in which it is proposed.

E. The proposed use's impact upon property value in the area in which it is proposed.

F. Traffic generation by the proposed use in relation to capabilities of streets serving the property.

G. The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

Section 3. FINDINGS OF FACT

Based on the materials submitted by City Staff, the Staff report, comment and information presented at the public hearing, and the standards of the Wayzata Zoning Ordinance, the Planning Commission of the City of Wayzata makes the following findings of fact:

3.1 Zoning Ordinance Amendments. The Planning Commission has considered all of the factors of Sec. 903.02.F of the Zoning Ordinance and finds that the proposed Zoning Ordinance Amendments would not have any adverse effects, and would better clarify and streamline existing language of the Zoning

DRAFT

Ordinance, make the Zoning Ordinance easier to understand and administer, and bring the language of the Zoning Ordinance more in line with the goals and guidance of the 2040 Comprehensive Plan. The Zoning Ordinance Amendments meet the applicable standards in that:

A. The Zoning Ordinance Amendments do not contravene any policies and provisions of the official City Comprehensive Plan, and would instead help implement them in a clearer and more efficient manner.

B. The Zoning Ordinance Amendments would conform with the present and future land uses within the City as set for in the City's Comprehensive Plan.

C. The Zoning Ordinance Amendments would conform with all performance standards contained in the Zoning Ordinance, and improve the clarity of several standards, making them easier to understand and apply.

D. The Zoning Ordinance Amendments would not have a negative effect on any areas of the City, including residential, institutional, and commercial areas.

E. The Zoning Ordinance Amendments would not have any known detrimental effect on property values in the City.

F. The Zoning Ordinance Amendments would not have any known detrimental effect on traffic.

G. The Zoning Ordinance Amendments would not negatively impact existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

Section 4. RECOMMENDATION

4.1 Planning Commission Recommendation. Based on the findings in section 3 of this Report, the Planning Commission recommends **APPROVAL** of the Zoning Ordinance Amendments.

Adopted by the Wayzata Planning Commission this 17th day of April 2023.

Attachments:
Attachment A: Proposed Ordinance to Adopt Zoning Ordinance Amendments

DRAFT

CITY OF WAYZATA

HENNEPIN COUNTY, MINNESOTA

DRAFT ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 902, 916, 917, 919 AND 920 OF THE ZONING ORDINANCE

WHEREAS, the Zoning Study Task Force, Planning Commission, City Council, and City staff have been engaged in work to update Zoning Ordinance provisions related to commercial, institutional, and residential zoning districts;

WHEREAS, on September 26, 2022 and on January 25, 2023, the Task Force reviewed potential revisions to the Definitions, the General Building, Performance Requirements, and Off-Street Parking sections of the Zoning Ordinance to ensure clarity and consistency is provided throughout the entire Zoning Ordinance;

WHEREAS, on March 6, 2023, the Planning Commission discussed the changes at a workshop, and on April 3, 2023, the Planning Commission discussed the changes at a regular meeting;

WHEREAS, City staff has prepared proposed Zoning Ordinance amendments that are a direct continuation of the Zoning Ordinance updates completed in 2022 under Ordinance 811 to bring the Zoning Ordinance more in line with such updates and the goals and guidance of the 2040 Comprehensive Plan, and to make it easier to understand and administer; and

WHEREAS, the Planning Commission has reviewed and updated such proposed amendments, and recommends approval and adoption of them as detailed in the Report and Recommendation of the Planning Commission dated April 17, 2023.

NOW THEREFORE, THE CITY OF WAYZATA ORDAINS:

Section 1. Adoption of Findings. The findings set forth in the Report and Recommendation of the Planning Commission dated April 17, 2023 are hereby adopted.

Section 2. Amendments to Chapters 902, 916, 917, 919 and 920 of Part IX of City Code (Zoning Ordinance). Chapter 902 - Rules and Regulations; Chapter 916 - General Building and Performance Requirements; Chapter 917 - Accessory Buildings, Structures, Uses and Equipment; Chapter 919 - General Yard, Lot Area, and Building Regulations; and Chapter 920 - Off-Street Parking and Loading of the Zoning Ordinance are hereby amended to read in their entirety as set forth on Attachment A of this Ordinance (~~struck~~ text deleted, underlined text added).

Section 3. Effective Date. This Ordinance will become effective upon passage and publication.

Adopted by the City Council this ___ day of _____, 2023.

_____
Johanna McCarthy
Mayor

ATTEST:

_____
Jeffrey Dahl
City Manager

First Reading:
Second Reading:
Publication:

Attachment A
Amendments to Chapters 902, 916, 917, 919 and 920 of Part IX of City Code (Zoning Ordinance)

DRAFT

Staff Report
Wayzata Planning Commission
April 3, 2023

Project Name:	Definitions and Performance Requirements Update
Request:	Zoning Ordinance Text Amendment
Addresses of Request:	Citywide
Applicant:	City of Wayzata
Prepared by:	Valerie Quarles, Assistant Planner Eric Zweber, Consulting Planner

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Development Application Introduction
Over the last three years, the Zoning Study Task Force, Planning Commission, City Council, and City staff have worked on amending the commercial, institutional, and residential zoning districts. On September 26, 2022 and on January 25, 2023, the Task Force reviewed revisions to the Definitions, the General Building, Performance Requirements, and Off-Street Parking sections to ensure clarity and consistency is provided throughout the entire Zoning Ordinance. On March 6, the Planning Commission discussed the changes at a workshop. Since then, updates have been made to incorporate the Planning Commission's comments.

The proposed amendments are a direct continuation of the Zoning Ordinance update completed in 2022 (Ordinance 811), which primarily focused on reorganizing the Zoning Ordinance into a more usable format and implementing reforms that included best practices. The objective at that time was to keep the scope of changes manageable while still having meaningful impact. Now, the intent is to reconcile all of the general provision chapters, the parking requirements, and the definitions chapter so that the entire Zoning Ordinance advances the City's goals effectively.

Application Requests
As part of the submitted application, the applicant is requesting approval of the following items:

A. Zoning Ordinance Text Amendments (§903.02.F): The City proposes to make amendments to the following chapters:
    1. Chapter 902: Rules and Regulations
    2. Chapter 916: General Building and Performance Requirements
    3. Chapter 917: Accessory Buildings, Structures, Uses and Equipment
    4. Chapter 919: General Yard, Lot Area, and Building Regulations
    5. Chapter 920: Off-Street Parking and Loading

Public Hearing Notice
Notice of the public hearing on the Application was published in the *Sun Sailor* on March 23, 2023.

Neighborhood Notification
The proposed Zoning Ordinance Text Amendments would apply to all properties within the City and therefore does not require notification to a specific neighborhood.

Analysis of Application
The following excerpts from the proposed changes are those which may generate the most discussion and interest from the Planning Commission and the public, or have the largest impact on City staff's administration of the Zoning Ordinance.

Chapter 902 – Rules and Regulations
The definitions chapter is one that staff uses frequently to understand how other regulations within the Zoning Ordinance may apply to specific situations. The proposed amendments to this chapter focus on compliance with state law, alignment with the new "allowed uses table" in Chapter 937, alignment with the parking requirements, ease of use by the public, and increased clarity for administration. Redundant or outdated definitions were removed.[1]

"Personal Fitness Club" and "Health Club" are new definitions intended to account for private fitness uses such as gyms. Gyms and similar uses were not included within the Zoning Ordinance prior to Ordinance 811. The purpose of creating separate definitions for larger commercial gyms and smaller boutique-style gyms is to differentiate their parking needs in Chapter 920.

> **"Personal Fitness Club."** A facility that provides personal fitness classes with a floor area of under 3,000 square feet. These facilities include yoga and pilates studios, small gym facilities and similar boutique classes.
>
> **"Health Club."** A facility of over 3,000 square feet which provides athletic activities such as tennis, handball, racquetball, track, basketball, exercise devices, etc. and such incidental amenities and services such as a whirlpool, sauna, or massage service for members and guests.

"Personal Services" is intended to be an encompassing definition for small-scale uses as listed above. Previously, some of these uses had their own definition or were not present in the zoning code. Because Wayzata is a popular location for these services, the definition is fairly broad in order to account for new and similar services that staff may not be aware of at this time.

> **"Personal Services."** Commercial services that result in the physical delivery of a process to a person or group of less than ten (10) people to whom it is directed rather than a salable product**.** Personal services include hair and nail salons, therapeutic massage spas, tanning spas and similar uses.

"Places of Assembly" replaces "Church" within the Zoning Ordinance. This is in order to comply with the Religious Land Use and Institutionalized Persons Act (RLIUPA) of 2000, which protects individuals, houses of worship, and other religious institutions from discrimination in zoning laws. The purpose of regulating churches and similar uses within the zoning code is primarily due to their event-focused impact. Essentially, such locations are sometimes full of people at specific times and sometimes empty. The purpose of regulating churches in the zoning code is not associated with the specific faith which is practiced, so "places of assembly" is more inclusive than simply "church".

[1] Please note that when a definition for a given word is not present in the zoning code, the default definition is used from Webster's dictionary, per §902.01.H.

> **"Places of Assembly."** A building or portion of a building used or designed for the gathering together of 50 or more persons for such purposes as meetings, conferences, celebration, worship, entertainment, and/or amusement.

The "recreation" definitions have been differentiated into specific types (outdoor, public/private, principal/accessory, etc.) in order to more easily regulate the locations in which they are allowed.

"Service Commercial" is a new definition for a zoning code provision that existed prior to Ordinance 811, but remained without a definition in code for a long period of time. "Service Commercial" is listed within the C-4, C-4A, and C-4B zoning districts under §980.07.C, below.

> **"Service Commercial."** The sale of services, which may include the limited sale of related goods, on the premises to the general public by appointment or by walk-in.
>
> (§980.07.C) At least 50 percent of the building frontage on the ground floor along Lake Street must be used for retail or service commercial use and must comprise at least 50 percent of the ground floor building footprint.

Since the intention of the provision is to promote foot traffic on Lake Street, but not to limit these portions of frontage to retail alone, the new definition was crafted to be inclusive of certain office uses that provide services to walk-in customers.

Chapter 916 – General Building and Performance Requirements

Updates to Chapter 916 are extremely limited in scope. §916.05 is a simplification of the Traffic Sight Visibility Triangle definition. Section 916.04 is a change in authority over certain grading and drainage changes from "the City Engineer" to "the City Engineer's office".

Chapter 917 – Accessory Buildings, Structures, Uses and Equipment

Chapter 917 regulates the size and shape of most accessory structures within the City. Section §917.01 regulates how accessory buildings relate to other buildings on the property. Each section that previously gave a conditional use permit as an option for approval has been amended to use the variance process instead. Sections A and C have been edited for clarity, and redundant sections F and H have been removed. Section B is below:

> Within the R-1A, R-1, R-2A and R-2 Zoning Districts, a garage not exceeding 1,000 square feet shall be considered an integral part of the principal building if it is attached to the principal building or is connected to it by a covered passageway and such garages are exempt from the provisions of this Subsection.

This section has been removed entirely as the goals and desired outcome of this code language are unclear. Lot coverage and impervious surface limitations, along with language in §917.03 relating accessory building size to principal building size, are a clearer way to regulate accessory buildings on large lots.

Since the chapter no longer includes conditional use permit processes, the additional standards for CUPs in §917.08 have been removed.

Chapter 919 – General Yard, Lot Area, and Building Regulations

The proposed amendments provide clarity for provisions that are often confusing, remove seldom-used provisions that are deemed unnecessary, remove some conditional use permit processes that would be better processed as variances, and account for quirks in the code that have been revealed over the years to be unworkable or not servicing the City's goals.

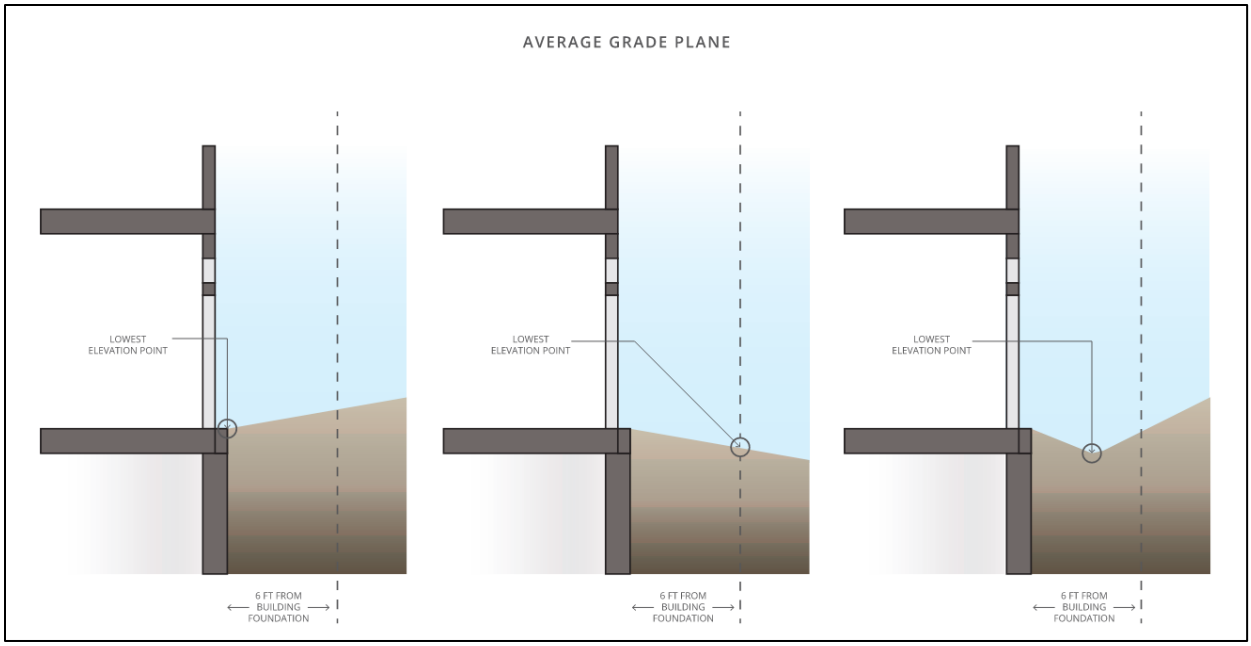
Section §919.02.B describes exceptions to building height regulations.

> "The building height limits established in each zoning district shall not apply to the following list of uninhabitable items, except that no such structural element may exceed 40 feet in total height or exceed the maximum height of the building by more than five feet, whichever is greater, except by conditional use permit:
>
> 1. Belfries.
> 2. Chimneys or flues.
> 3. ~~Church~~ Minarets or spires.
> 4. Cooling towers.
> 5. Communication reception/transmission devices.
> 6. Cupolas and domes which do not contain usable space.
> 7. Elevator penthouses.
> 8. Flag poles.
> 9. Monuments.
> 10. Parapet walls.
> 11. Necessary mechanical and electrical appurtenances.

While the list of items that are allowed to exceed building height restrictions are to remain largely unchanged, the additional clarifying description of "uninhabitable" allows staff to more effectively administer the ordinance in the event that certain elements are proposed that have not been foreseen by the code. The conditional use permit language has also been retained, per feedback from the Zoning Study Task Force.

The below definition and image for Average Grade Plane are also present in Chapter 902. The Grade Plane serves to establish where "0" is when calculating the height of a building, which is not always an obvious elevation given Wayzata's varied topography. The clarified definition and new diagram are meant to reduce staff's administrative burden of explaining the concept to designers and builders.

> As may be appropriate, applicants shall be required to submit a detailed survey for all new residential and non-residential structures ~~including topographical information at two-foot contours signed by a licensed surveyor depicting elevations (existing and proposed) at the corners of the building footprint and within a radius of five feet to verify the calculation of the datum point for determination of the building height~~ to determine the Average Grade Plane. The Average Grade Plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building. The lowest elevation points for this calculation should be no more than 20 feet apart horizontally.



The conditional use permit processes in §919.04 D and E have been eliminated in favor of the variance process for reducing accessory structure setbacks.

In §919.06, a one-bedroom size standard has been added for single-family homes, along with size standards for assisted living and memory care units. Conditional use permit processes have also been removed in favor of the variance process.

Chapter 920 – Off-Street Parking and Loading

The updates to the parking chapter do not constitute a full overhaul of the chapter, nor do they meaningfully change most parking standards for existing uses. The aim of this work was to ensure consistent language across chapters of the Zoning Ordinance (table of allowed uses and definitions primarily) and to ensure the Ordinance has relevant, usable, and objective parking standards.

Multiple instances of car washes within the parking table were reorganized into “Car Wash, Principal” and “Car Wash, Accessory”. The standards for car washes are based upon the number of stalls and new car washes are subject to conditional use permit standards for stacking in §937.06.

“Personal services”, which is a new definition in the code, including hair and nail salons, therapeutic massage, and similar uses, has a new parking standard of 1 space per 200 sq. ft. Salon parking was previously calculated by counting the number of work stations.

“Bowling Alleys” and similar recreational uses have been struck in favor of relying on §920.11.C, which allows for certain unlisted uses to provide a parking study to show the amount of parking they need. In the current environment, it is tough to predict the variety of types of recreation that may be proposed in the future. This change will allow future unique uses the flexibility to show staff the amount of parking they need and why. This does *not* mean that staff is relinquishing oversight, however.

“Food and Beverage Establishment” parking changes have received the most consideration from the Planning Commission and Zoning Task Force. The current standard is 15.2 parking spaces per 1,000 sq. ft. of floor area or 1 space per 66 sq. ft of floor area. The origin of this requirement is not clear. This has proven to be an unwieldy standard for smaller establishments or those establishments which have larger kitchens, less seating, or other unique layouts like take-out only. The goal is not to simply reduce parking requirements, but to provide a more precise way of calculating practical parking need for many different types of establishments.

The change that the Task Force reviewed for food and beverage establishments was a reorganization of the flat-rate standard into three classes of restaurants – sit-down/full service restaurants (Class I), counter service restaurants (Class II), and take-out only restaurants (Class III). As staff worked to develop the appropriate parking standards for each class, Wayzata’s unique and varied food environment proved difficult to fit into only three categories. Rather than create additional categories, staff elected to create a customizable parking calculation that has proven successful in other cities throughout the metro:

Seating Area: One space per 75 sq. ft.
Bar Area: One space per 40 sq. ft.
Kitchen Area and all other areas: One space per 150 sq. ft.

This setup should simplify the parking table and allow different types of restaurants to have the amount of parking that is the best fit for their model of business. With this method, restaurants with sizable bar areas will require the most parking, while restaurants with larger kitchen areas as a portion of space will have less. This is not a significant reduction from the current parking standard for most restaurants – seating areas, which make up the majority of most establishments, are still subject to a standard that is not that different from the original 15.2 spaces per 1,000 sq. ft. – but is a more precise way of calculating practical parking need for many different types of establishments.

Personal fitness clubs and health clubs have two separate parking standards (1 space per 300 sq. ft. vs. 1 space per 100 sq. ft.) in order to account for the condition that smaller gyms are typically class-focused and often not in constant use, while larger gyms receive a steady flow of people.

Standards of Planning Commission Review of Application Requests
The City’s Zoning Ordinance Text Amendment request is a legislative review and decision, meaning that the Planning Commission acts like a legislative body and has wide discretion on whether to recommend approval or denial if it has a rational basis for its decision.

The Planning Commission should recommend approval of the Zoning Ordinance Text Amendment if the Commission determines that there are no substantial adverse effects of the amendment as outlined in City Code §903.02.F.

Primary Question to Consider
- Is the zoning amendment consistent with the comprehensive plan?
- Do these changes create any additional conflicts with other portions of the Zoning Ordinance?

Action Steps
After considering the items outlined in this report, holding the public hearing on the application, and discussing the requests of the Application, the Planning Commission should direct staff to

prepare a draft *Planning Commission Report and Recommendation*, with appropriate findings, reflecting a recommendation on the application, for review and adoption at the next Planning Commission meeting.

Attachments:
Redlined Chapters 902, 916, 917, 919, 920
Clean Chapters 902, 916, 917, 919, 920

Applicable Code Provisions for Review
Staff has analyzed the facts provided by the applicant in comparison with the criteria for approval. While several criteria appear to be met, **staff has highlighted in bold** the criteria that may require additional discussion with the Planning Commission.

Zoning Amendment (§903.02)
The Planning Commission shall consider possible adverse effects of the proposed amendment. Its judgment shall be based upon (but not limited to) the following factors:

1. **The proposed action in relation to the specific policies and provisions of the official City Comprehensive Plan.**
2. The proposed use's conformity with present and future land uses of the area.
3. **The proposed use's conformity with all performance standards contained herein (i.e., parking, loading, noise, etc.).**
4. The proposed use's effect on the area in which it is proposed.
5. The proposed use's impact upon property value in the area in which it is proposed.
6. Traffic generation by the proposed use in relation to capabilities of streets serving the property.
7. The proposed use's impact upon existing public services and facilities including parks, schools, streets, and utilities, and the City's service capacity.

WAYZATA PLANNING COMMISSION
MEETING MINUTES
APRIL 3, 2023

AGENDA ITEM 1. Call to Order

Chair Stockton called the meeting to order at 6:30 p.m.

Chair Stockton read a prepared statement outlining multiple options for joining remotely or submitting comments and questions.

AGENDA ITEM 2. Roll Call

Chair Stockton asked Planning Consultant Zweber to take roll call.

Present at roll call were Commissioners: Douglas, Merriam, Stockton, Sorensen, Schwalbe, Elg, and Severson. Planning Consultant Eric Zweber, Assistant Planner Valerie Quarles, and City Attorney David Schelzel were also present.

AGENDA ITEM 3. Approval of Agenda

Chair Stockton asked for a motion to approve the agenda for the meeting.

Commissioner Douglas made a motion, seconded by Commissioner Schwalbe to approve the April 3, 2023 agenda as presented. The motion carried unanimously.

AGENDA ITEM 4. Consent Agenda

a.) Approval of the Planning Commission Meeting Minutes and Workshop Minutes of March 6, 2023

Chair Stockton read the items on the consent agenda and asked if any Commissioner wished to pull an item for further discussion.

Commissioner Severson noted that the workshop summary from March 6, 2023 indicates that she was present, however, she was not in attendance.

Chair Stockton asked for a motion to approve the Consent Agenda as amended.

Commissioner Douglas made a motion, seconded by Commissioner Severson, to approve the Consent Agenda as amended. The motion carried unanimously.

AGENDA ITEM 5. Public Hearing Items

a) Consideration of Zoning Text Amendment – Definitions and Performance Requirements

Assistant Planner, Valerie Quarles, explained that they were experiencing some technical difficulties with getting the presentation to show up on the Commission's screens, but noted that the presentation very closely follows the information included in the staff report. She gave an overview of the proposed zoning text amendments for Chapters 902, 916, 917, 919, and 920. She acknowledged the work that has been put in by the Zoning Task Force on these proposed amendments. She reviewed the basis for the proposed changes, new definitions, and the differences between Conditional Use Permits and Variances, and explained the proposed changes chapter by chapter.

Chair Stockton asked if the Commission had any questions for Staff.

Commissioner Douglas asked about spires and minarets and if they were limited to churches.

Assistant Planner Quarles stated that it would not be limited to just churches and could be on other buildings. She noted that 'church' has been crossed out in the section she is referring to.

Commissioner Douglas referenced page 51 of the packet regarding Section 917.01.A and read aloud the proposed language and asked why it would be allowed in R-1A and R-1.

Planning Consultant Zweber explained that typically R-1A and R-1 lots have shoreland along Lake Minnetonka and the City's definition is that the front of the house faces the street, so when you place structures closer to the lake, you end up with a very large front yard.

Commissioner Douglas referenced Section 917.01 D and read aloud the proposed language and asked if it meant that they could have more than one detached garage on the property.

Assistant Planner Quarles stated that they can and explained that there were a few factors at play. She noted that overall R-1A and R-1 lots tend to be extremely large where the impact of having more than one structure may be less and explained that the goal was not to take away existing rights. She stated that this was something that was already in the code.

Planning Consultant Zweber stated that was why staff was proposing to strike out B, and explained that the lot coverage still applies and is a factor that affects the size and number of buildings.

Commissioner Douglas referenced Section 917.03 and read aloud the proposed language. She asked if that meant that if someone had a one-story house with 3,000 square feet, there could be 1,500 square feet of accessory buildings.

Planner Quarles stated that the purpose of upping it from 30% to 50% was to let lot coverage and impervious surface do more of the heavy lifting. She stated that it is more likely that you will hit lot coverage and impervious surface limitations before you hit a requirement that had to do with the floor area of the home.

Planning Consultant Zweber explained that the City is getting more requests for smaller homes than in the past. He gave the example of a single-family one-bedroom home and the issues that

would arise if they were only allowed to have a garage that was 30% of the size of the home because that would not even be the size of a typical two-car garage.

Commissioner Douglas explained that she was thinking of the larger 2 acre lots.

Commissioner Merriam stated that she had noticed this one too, but the explanation from staff makes sense.

Commissioner Sorensen stated that his gut had sort of told him that 50% is a lot.

Commissioner Douglas asked if the percentage could be based on zoning.

Planning Consultant Zweber stated that it could be based on zoning and explained that they had some discussion about whether this section should be separate from 917.01. He stated that their reason for keeping it separate was that 917.03 applies to any zoning district. He stated that they could 'unstrike' except cases of single-family and take a look at 917.01 and make sure that it is addressed in the proper zoning district.

Commissioner Douglas explained that she was thinking more of a single-family home.

Planning Consultant Zweber questioned whether Commissioner Douglas was implying that she would be fine with one large accessory building rather than multiple smaller accessory buildings.

Commissioner Douglas stated that she would not and explained that it was the total of the accessory buildings. She stated that she struggles with this one and would like it reflected in the record when Council reviews this. She referenced page 60 of the packet, Chapter 919, Section D, and asked why they were recommending the sentence 'it will not cause considerable depreciation' be struck.

Commissioner Merriam noted that there was another area somewhere in the document that talked about that or 'blighting' the property.

Commissioner Douglas asked if the design standards and lot coverage dictate that it will not cause a blight or depreciation.

Planning Consultant Zweber stated that for this particular example, part of is the rationale is what happens before in the development process and when it is applied. He stated that this section is about receiving a building permit which is done administratively. He stated that depreciation is an item that is often raised by neighbors when there is a public hearing process for a CUP. He stated that at this point in the development process, this would be a permitted use or an approved conditional use because there is no neighborhood review of a building permit. He reiterated that a large part of this is that building permits are handled administratively. He stated that if depreciation was removed somewhere else, it may have been because there is a CUP process that has property values as one of the criteria, so it would be redundant.

Commissioner Merriam referenced page 31 of the packet, definition of health clubs and read aloud the language. She asked if they could say 'which may include' rather than 'such as'.

Planner Quarles stated that she can check and make sure the language is consistent because she knows that 'which may include' was used in other sections.

Commissioner Merriam asked about the parking requirement and stated that she thinks of someplace like CorePower Yoga because they cram people in and the parking lots are overflowing. She stated that she is not sure that the parking standard needs to be that different between a health club and a personal fitness club.

Planner Quarles stated that her only question would be whether Commissioner Merriam had indicated that her example had multiple studios.

Commissioner Merriam stated that she believed that there were 2 or 3 studios where they have yoga classes. She stated that she feels that this is something the City needs to be cautious of because it is not just necessarily something like a Steele Fitness where there are a few people in there working out on machines and may actually be a place that is attracting a lot of people with classes.

Planner Quarles asked if the issue for the Commission would be the 3,000 square foot cutoff or the use within the space.

Commissioner Merriam stated that the City was giving definitions and then giving a parking requirement based on that definition. She stated that she feels that they perhaps should not be that different.

Planning Consultant Zweber stated that he understood Commissioner Merriam's point. He noted that there is a Lifetime Fitness near his office and they have multiple classes going on at the same time. He explained that they have a parking ramp and it is still completely full. He reiterated that he understands her point in asking the question of whether there should be one parking requirement that is 1/3 of the other parking requirement. He noted that he feels there may be some merit in re-evaluating this point.

Commissioner Merriam referenced page 21, there are two Animal Clinics, and asked if they can just get rid of 'animal clinic'.

Planner Quarles stated that she believed the difference there is actually a quirk of the use table. She stated that whether a clinic offers kenneling or not is different for the different zoning districts so there is a definition for each.

Planning Consultant Zweber explained that they did not find the parking demand to be that different between the two, but that it was two different uses.

Commissioner Merriam clarified that she was confused as to why animal clinic was listed in both definitions.

Planning Consultant Zweber explained that they wanted animal clinic as one that would be able to be a clinic that does not provide grooming or day care as compared to animal clinic, hospital or

kennel. He stated that they could provide the same services but now they are expected to also board animals, day care, and/or grooming in addition to the other services. He stated that there are two different definitions in order to make that distinction.

Commissioner Merriam reiterated that she did not understand how the same words can have two different definitions and believed that a choice should be made.

City Attorney Schelzel stated that staff can take a look at that situation and language.

Commissioner Merriam asked if an average grade plane could be created by using fill.

Planner Quarles stated that there are limitations on how much they can alter the base on which the building sits. She stated that there is a provision in the code that says if an applicant fills a certain amount across the lot they need Council approval. She explained that there is also another provision that says you cannot raise the base of your building by adding too much fill.

Planning Consultant Zweber stated that the existing definition would allow someone to raise their average grade plane by using fill. He stated that he believed that the new proposed definition clarifies that it is the lowest point between the building foundation and the 6-foot mark. He stated that he feels the proposed definition is meant to close a loophole that staff doesn't think was ever intended.

Commissioner Schwalbe asked how the change in parking requirements could potentially affect the current businesses in the City or if this change was designed primarily for future businesses.

Planner Quarles explained that it is primarily meant for future businesses. She noted that whenever the City makes changes to the zoning code, if a business was compliant under the previous code, the City does not ask them to come and make a change. She stated that if someone were to propose a substantial change to their property then the City would look at the new code.

Planning Consultant Zweber noted that staff had taken a look at 9 restaurants and for 7 of those it was basically a 5% difference either way. He stated that the other 2, Caribou Coffee and My Burger, would require more parking with this new language, and that both of those have small kitchen spaces.

Commissioner Elg stated that staff explained it as when there was a change in use it would trigger the new requirements. He gave the example of a restaurant doubling the size of their bar and making a floor plan change within the building.

Planner Quarles stated that typically when they talk about uses that have a 'legacy' from the previous code they are typically looking at what the protections are under the State law in non-conformities. She stated that her initial thought is that it would only be important if the footprint was to change for a current restaurant. She noted that it may turn out to be more of a policy decision for the City to decide whether they wanted to recalculate those requirements. She stated that the City would not necessarily know that a business was making changes unless they pulled a building permit, but explained that she could look into this specific question to find the best answer.

Commissioner Merriam stated that she has a few questions on things that were already included within the code, but when she was reviewing this they caught her eye. She referenced page 24 related to the definition of clear cutting and asked if it had changed when the City changed the tree ordinance.

Planning Consultant Zweber stated that he knows clear cutting was included in 2015 when the City first adopted the Tree Preservation Ordinance. He stated that he would have to go back and check the numerous amendments to these regulations that have been tweaked to check on that.

Planner Quarles stated that the Tree Preservation Ordinance was recently examined and included the definition of clear cutting. She noted that she will double check that the City's base code is perfectly correct and stated that it was possible that they missed updating the definition of clear cutting.

Commissioner Merriam stated that the definition of 'fence' includes a continuous row of plantings or a hedge. She asked whether this should be removed from the language.

Planner Quarles stated that was a fair question and explained that she was the main administrator of the fence code. She noted that there was a lot to unpack with that code and staff are planning to look at it as part of the zoning study that will happen later this year.

Commissioner Merriam noted that she had also seen the word 'hardship' included which she believed should be changed to 'practical difficulty'.

There being no additional questions from the Commission for staff, Chair Stockton opened the public hearing on the application at 8:06 pm.

Planner Quarles stated there were no people that called in to the meeting that have asked to speak at the public hearing.

There being no one wishing to comment on the application, Chair Stockton closed the public hearing at 8:06 pm.

Chair Stockton asked for the Commission to share their questions and feedback on the application.

Chair Stockton stated that she liked that staff has gone through and run example scenarios with parking for existing businesses.

Commissioner Sorensen stated that he would concur with some of the comments shared by the other Commissioners regarding the accessory building size and the change to 50% of the gross principal building area versus 30%. He stated that he feels that sticking with 30% would make a bit more sense and thinks that if there is any question about it, erring on the side of caution would be the better approach.

Commissioner Elg asked if a 'scale' system may work in that situation and gave the example of the scale increasing as the lot size grew. He stated that 50% on a 0.5 acre lot is a lot is very different than 50% on a 2 acre lot.

Chair Stockton stated that she thinks it is hard to imagine the visual impact.

Planner Quarles stated that one of the things to keep in mind is that there are two different standards that they are proposing tying different percentages to and noted that when it comes to the size of the lot, no matter how big the house is, they are looking at lot coverage. She stated that once they get up to the largest lots, they start getting into the 10% range of lot coverage. She stated that this particular provision in 917.03 is the only one that is tied to home size.

Commissioner Severson asked what would be another typical accessory structure, besides a garage that would come to play in this situation.

Planner Quarles stated that people in the City often get creative with what these types of structures might be and gave examples of a home office, shed, or a sauna.

Chair Stockton confirmed that these structures would be for the primary use of the property owner.

Planner Quarles stated that this was correct and are accessory to what is being done on the property, which is generally living there.

Commissioner Severson asked if the difference between an accessory structure and an ADU is that they are being lived in.

Planner Quarles explained that the standards are more relaxed if you are not living in it.

Commissioner Merriam referenced page 56 of the packet for 919.04 and the things that were not considered encroachments on yard setbacks. She stated that the word 'uncovered' was removed from porches which implies that a porch could encroach in the setback whether it is covered or not. She stated that as a neighbor she is not sure that she would want someone else's porch closer to yard.

Planner Quarles stated that is a great catch and noted that she agreed and staff can remove the strike of the word 'uncovered'.

Planning Consultant Zweber stated that he feels staff was clumsy in what they intended. He explained that they have moved 'uncovered' in front of all the items. He stated that they never intended for covered porches to qualify in this situation. He reiterated that this was a good catch and they will need to rework that language to make sure that it applies to all of those features and reiterated that it was not their intent to now allow covered porches to qualify for this exception.

Commissioner Sorensen asked if the code was saying that people can build an uncovered deck or porch and encroach on the setback as long as they are 5 feet from the property line.

Planner Quarles stated that it is saying that you can encroach 5 feet into the setback of the front yard and on any other side of the home you can get within 5 feet of the property line. She shared a recent example of this type of situation for the property located at 247 Central Avenue.

Commissioner Merriam stated that situation was just putting something closer to the road, which was less of a concern to her.

Planner Quarles stated that she believes the idea is they should just allow a limited encroachment into the front yard.

Commissioner Sorensen stated that for the side yard there is a 10-foot setback he asked if he was understanding correctly that they could build a deck or porch up to 5 feet from the property line which means the neighbor could also do the same which means the decks would just be 10 feet apart.

Planner Quarles stated that was accurate.

Commissioner Sorensen asked if staff and the Commission thought that was a good idea.

Planner Quarles stated that may a situation where it is up to the choice of the individual neighbor.

Planning Consultant Zweber clarified that this has been allowed for decades.

Commissioner Sorensen stated that he did not feel that was a good idea.

Commissioner Elg noted that he would agree with Planner Quarles that in this situation it would be up to the individual homeowners.

Commissioner Merriam asked about the definition of lodging found on page 32. She asked what 'more or less' temporary actually meant.

Planner Quarles explained that some of the more general definitions were pulled from a standard practice of what zoning definitions generally say. She stated that she does not know about the 'more or less' specificity but believes the idea was to provide some flexibility as to what temporary means.

Planning Consultant Zweber stated that he would have no issue with removal of those three words.

Commissioner Merriam referenced page 32 for lot base which refers to subdividing lots and seems to relate to two-family dwellings and asked about the definition.

Planning Consultant Zweber explained that this is because they had removed quadraminium and manor homes from all sections of the code.

Commissioner Merriam asked if that was implying that it would only pertain in a situation where a lot was being subdivided into a two-family home.

Planning Consultant Zweber stated that this was correct because townhomes and multi-family have different standards. He stated that two-family dwellings are commonly owned by separate people and the City does not get into tenure, meaning whether something is owner-occupied or rental.

Commissioner Merriam referenced page 37 and read aloud the language related to satellite dishes. She stated that technology is always changing and wanted to make sure that the City's definition covers the latest technology.

Planner Quarles stated that she can double check and see if there have been any updates in how satellite dishes are discussed.

Commissioner Merriam referenced page 58 and read aloud language related to usable open space. She asked why the City is reducing the amount of useable open space down to 250 square feet.

Planner Quarles stated that one of the things the City has run into with this standard is that it is fairly unrealistic to ask for 500 sq. ft. of open space per unit. She stated that she believed the majority of the multi-family spaces in the City do not comply with this requirement. She stated that the older style buildings generally have an apartment building and then a big, grassy, green area around the building. She stated that this is not necessarily the style of construction that is now seen and not the kind that the remaining developable lots allow for. She stated that the idea was to bring it down to a number that was more enforceable per unit.

Planning Consultant Zweber explained that this included a discussion with Van Meter Williams Pollack who helped the City with the Design Standards. He stated that with their experience doing residential development, the City had asked about what they commonly provide for open space. He referenced 909.15 and read aloud the language included. He stated that their reasons for dropping it from 500 to 250 sq. ft. was for consistency with the Design Guidelines.

Commissioner Merriam asked why exceptions were made for elderly housing, memory care, and assisted living.

Planning Consultant Zweber explained that many times that space is provided inside the facility. He briefly checked the ordinance language.

Commissioner Merriam stated that she thought open space was defined as being outside.

Planner Quarles stated that the way it is described within the code is as a required ground area or terrace area on a lot which is graded, developed, and landscaped which tells her that it is outside. She stated that it also says that such areas shall be grassed and landscaped and covered only for recreational purpose which also generally points towards outside.

Commissioner Merriam asked if there was anything in the code that had these requirements for the inside of a senior living facility.

Planner Quarles explained that one of the things the City may be relying on is that there are many more regulations at play than just the City's for that type of facility. She noted that she did not know what the State requirements were surrounding common spaces but stated that it is the State's role to mandate this type of item and not the City's.

Commissioner Douglas asked if there was a 12-unit multi-family dwelling if that meant that they would have to have 6,000 square feet of outdoor open space.

Planner Quarles stated that was correct and noted that this is an example of how quickly 500 sq. ft. per unit could add up. She stated that one of the things that they have included in their Design Standards is to provide this type of common area and would imagine that some of the downtown spaces would be looking to provide that kind of space higher in the building.

Planner Quarles gave a summary of the items that she felt there was consensus by the Commission based on the discussion tonight and things that staff will check into more closely.

Commissioner Schwalbe stated that she is continually amazed at how much minute work goes into preparation of the staff reports in this kind of situation and commended staff for their work.

Commissioner Sorensen stated that he agreed and also felt that it would be appropriate to acknowledge all the hard work that went into these proposed changes. He stated that he has a lot of confidence that staff is working to provide ostensible clarity, usability, and consistency with the zoning code. He encouraged the City Council to listen to the commentary that was raised during this meeting because he thinks there were important issues that were brought up that are worthy of further thought and conversation.

There being no further discussion, Chair Stockton asked for a motion on the application.

Commissioner Merriam made a motion, seconded by Commissioner Sorensen, to direct staff to prepare a draft Planning Commission Report and Recommendation with appropriate findings reflecting a recommendation of approval for the proposed Zoning Ordinance Text Amendment for review and adoption at the next Planning Commission meeting, with the changes as discussed and outlined by Planner Quarles. The motion carried unanimously.

AGENDA ITEM 6. Other Items:

a) Review of Development Activities

Planner Quarles gave a brief overview of the recent development activities. She noted that there are 3 applications slated for the next meeting, Wells Fargo, and two CUPs for solar on City buildings. She noted that the application for the TCF building at 200 Lake Street East has been deemed complete and will most likely be on the Planning Commission schedule in May.

b) Planning Commission Meeting Schedule

AGENDA ITEM 7. Adjournment.

WAYZATA PLANNING COMMISSION
WORKSHOP SUMMARY
MARCH 6, 2023

AGENDA ITEM 1: Roll Call

Present were Commissioners: Douglas, Elg, Stockton, Sorenen, Schwalbe, and Severson. Community Development Director Goellner and Consulting Planner Zweber were also present.

AGENDA ITEM 2: Definitions and Performance Requirements Update

Community Development Director Goellner provided the background on the purpose of the proposed Zoning Ordinance Text Amendments and that the Zoning Ordinance Task Force has reviewed the proposal and recommended that the Planning Commission consider the proposed amendments. Consulting Planner Zweber reviewed the proposed amendments including food and beverage establishment parking requirements, dwelling unit minimum sizes, service commercial definitions, and building height criteria and exceptions.

Following the presentation, the Planning Commission asked about staff's past experiences with the building height criteria and exceptions and dwelling unit minimum sizes. Staff responded that the building height amendments are to clarify for a consistent implementation including that structural elements that can exceed 35 feet are unoccupied elements, that the average grade plane is calculating the lowest elevations around the building foundation, and new minimums for one-bedroom single family dwelling units, assisted living units, and memory care units.

The Planning Commission is supportive of the change in food and beverage establishments to parking standards based on bar, seating, and kitchen areas but wants the new standards to be similar in total numbers as the current standard. The Planning Commission also expressed concerns about what factors to use for the medical clinic and personal services parking standards.

Director Goellner stated that a public hearing regarding the proposed amendments will be conducted at the April 3, 2023 Planning Commission meeting.

AGENDA ITEM 3: Adjournment

The workshop was adjourned at 6:20 p.m.

DRAFT

CHAPTER 916 GENERAL BUILDING AND PERFORMANCE REQUIREMENTS

916.01 Purpose.

The purpose of this Section of the Zoning Ordinance is to establish general development performance standards. These standards are intended and designed to ensure compatibility of uses; to prevent urban blight, deterioration and decay; and to enhance the health, safety and general welfare of the residents of the community.

916.02 Dwelling Unit Restrictions.

A. No garage, tent, accessory building (with the exception of accessory dwelling units), travel trailer or motor home shall at any time be used as living quarters, temporarily or permanently.

B. Tents, play houses or similar structures may be used for play or recreational purposes only and may not be used as a dwelling unit.

C. Basements and cellars may be used as living quarters or rooms as a portion of the principal residential dwelling as per Section 937.03A.

916.03 Platted and Unplatted Property.

A. Any person desiring to improve property shall submit to the Building Official a survey of said premises and information on the location and dimension of existing and proposed buildings, location of easements crossing the property, encroachments, and any other information which may be necessary to ensure conformance to City Ordinances.

B. All buildings shall be so placed so that they will not obstruct future streets which may be constructed by the City in conformity with existing streets, adopted plans, and according to the system and standards employed by the City.

C. Substandard lots of record shall be governed by Chapter 915 of this Ordinance.

D. Except in the case of planned unit development as provided for in Chapter 933 of this Ordinance, not more than one principal building shall be located on a lot. The words "principal building" shall be given their common, ordinary meaning as defined in Chapter 902 of this Ordinance. In the case of doubt or on any questions or interpretation, the decision of the Zoning Administrator shall be final, subject to the right to appeal to the Planning Commission and City Council. Except in the C-2 District, shopping centers shall be interpreted as having more than one principal building.

E. On a through lot (a lot fronting on two parallel streets), both street lines shall be front lot lines for applying the yard and parking setback regulations of this Ordinance. In addition, no home on a through lot or corner lot in any residential zone shall maintain direct access to any arterial street designated as such by the Comprehensive Plan.

F. When a development is proposed which is to be located on two or more lots, and such lots are required to meet the minimum district area and frontage requirement and/or are required to accommodate the use, the lots shall be combined in accordance with the City's Subdivision Ordinance, prior to the issuing of a building permit.

G. When two or more lots are located in the same residential district, one or more of which lack adequate area or dimensions to qualify for residential use under the current Ordinance requirements and are contiguous and held in one ownership, they shall be combined for use in order to meet the lot requirements by subdividing the property in accordance with the Subdivision Ordinance.

916.04 Grading and Drainage.

A. No land shall be developed and no use shall be permitted that results in water runoff causing flooding, erosion, or deposit of minerals on adjacent properties. Such runoff shall be properly channeled into a storm drain, water course, ponding area, or other public facilities subject to a permit issued through the City Engineer's office.

B. In the case of all residential subdivisions, multiple family, and business developments, the grading and drainage plans shall be submitted to the City Engineer for review and the final drainage plan shall be subject to a permit issued through the City Engineer's office. In the case of such uses, no modification in grade and drainage flow through fill, erection of retaining walls or other such actions shall be allowed until such plans have been reviewed and received written approval from the City Engineer.

C. The top of the foundation and garage floor of all structures shall be one foot above the grade of the crown of the abutting street upon which the property fronts, except when allowed under a permit issued through the City Engineer's office.

D. Modifications which serve to alter the average and typical natural grade of an individual lot more than two feet shall require the approval of the City Council.

916.05 Traffic Sight Visibility Triangle.

No fences, structures, or plantings shall be permitted to exceed 30 inches in height within any front or side yard areas on a corner lot which may interfere with the visibility across the corner. A minimum sight triangle shall be established on each corner lot at every street intersection through which motorists shall have an unobstructed view. The minimum sight triangle is a triangle located at the corner of intersecting streets. The adjacent sides shall be located along the curb line or along the gutter line of streets without curb and gutter and shall be 60 feet in length. The third side shall be a straight line joining the end points of the adjacent sides. The City may order removal of vision obstructions located within the minimum sight triangle. These requirements shall not apply to conditions that legally exist prior to the effective date of this Ordinance unless such conditions are determined to constitute a safety hazard by the Zoning Administrator.

916.06 Glare.

Any lighting used to illuminate an off-street parking area, sign or other structure, shall be arranged as to deflect light away from any adjoining residential property, over public water or from the public streets, and it shall comply with Section 909.24 of this Ordinance. Direct or sky-reflected glare, where from floodlights or from high temperature processes such as combustion or welding shall not be directed into any adjoining property or over public water. The source of lights shall be hooded or controlled in some manner so as not to direct light to the sky, adjacent property or over public water. Bare incandescent light bulbs shall not be permitted in view of adjacent property, over public water, or public right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one-foot candle (meter reading) as measured from the center line of said street. Any light or combination of lights which case light on residential property or over public water shall not exceed four-foot candles (meter reading) as measured from said property. Where used LED (Light Emitting Diode) luminaires shall have a minimum Color Rendering Index (CRI) of 80 and a Correlated Color Temperature (CCT) between 2700-3500K.

916.07 Smoke.

The emission of smoke by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

916.08 Dust and Other Particulate Matter.

The emission of dust, fly ash or other particulate matter by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

916.09 Odors.

The emission of odor by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

916.10 Noise.

Noises emanating from any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulations NCP 7010, and Chapter 708 of City Code as amended.

916.11 Refuse.

A. Passenger automobiles and trucks not currently licensed by the State, or which are because of mechanical deficiency incapable of movement under their own power, parked or stored outside for a period in excess of 72 hours, and all materials stored outside in violation of the City Ordinances are considered refuse or junk and shall be disposed of.

B. Any accumulation of refuse on any premises not stored in containers which comply with City Code, or any accumulation of refuse including car parts on any premises which has remained thereon for more than one week is hereby declared to be a nuisance and may be abated by order of the City Health Officer, as provided by Minnesota Statutes and the cost of abatement may be assessed on the property where the nuisance was found, as provided by law.

916.12 Exterior Storage/Display.

A. **Exterior Storage.** In all zoning districts, all materials and equipment except as specifically noted and as provided for in Chapter 937 of this Ordinance shall be stored within a building or fully screened so as not to be visible from adjoining properties and the public right-of-way, except for the following:

   1. Clothesline pole and wires.

   2. Not more than two recreational vehicles and equipment. Refer to Section 920.08.A of the Zoning Ordinance regarding Off-Street-Parking.

   3. Construction and landscaping material currently being used on the premises.

   4. Off-street parking of passenger vehicles and non-commercial trucks not exceeding a gross weight of 12,000 pounds in residential areas (both on and off-street).

B. **Outdoor Display.** In C-2 and C-3 Zoning Districts, merchandise which is offered for sale may be displayed beyond the confines of a building, but the area occupied by such outdoor display shall not constitute a greater number of square feet than ten percent of the ground floor area of the building housing the principal use. No storage of any type shall be permitted within the one-half of the required setback nearest a street nor within any required interior side yard or rear yard setback. Additional parking spaces shall be provided pursuant to Chapter 920 of this Ordinance for any such permanent display space based upon the square footage of the area involved.

916.13 Sewage Disposal.

Once available, all on-site sewage disposal systems shall be connected to the public sanitary system within two years.

916.14 Waste Material.

Waste material is regulated under Chapter 410 of the City Code.

916.15 Bulk Storage (Liquid).

All uses associated with the bulk storage of all gasoline, liquid fertilizer, chemical, flammable and similar liquids shall comply with requirements of the Minnesota State Fire Marshall's and Minnesota Department of Agriculture Offices and have documents from those offices stating the use is in compliance.

916.16 Radiation Emission.

All activities that emit radioactivity shall comply with the minimum requirements of the Minnesota Pollution Control Agency.

916.17 Electrical Emission.

All activities which create electrical emissions shall comply with the minimum requirements of the Federal Communications Commission.

916.18 Building Security.

All multiple family buildings shall be provided with security systems subject to comment of the Chief of Police and the Building Official.

916.19 Sales in Residential Areas.

A. **Personal Vehicles.**

1. Vehicles sold in residential areas shall be the personal property of the property owner or occupant.
2. Sales of personal vehicles shall be limited to no more than one vehicle per calendar year, unless approved by the Zoning Administrator.
3. Vehicles for sale shall not be parked in any portion of the public right-of-way, public boulevard, or required front yard except a designated, improved driveway.
4. For sale signs on or in such vehicles shall be limited to two square feet.

B. **Garage or Rummage Sales.**

1. Merchandise offered for sale shall be the personal property of the property owner or occupant.
2. Sales shall be limited to a maximum of four consecutive days and occurring no more than two times within one calendar year per property.
3. All goods shall be confined within a building and improved driveway with no display occurring within other portions of the front yard.
4. Signs shall be governed by Chapter 927 of this Ordinance.

CHAPTER 917 ACCESSORY BUILDINGS, STRUCTURES, USES AND EQUIPMENT

917.01 Single Family Detached Structures.

A. With the exception of an attached garage servicing a residential use, or a guest or caretaker's house in the R-1A Zoning District, no accessory building or equipment may be placed within a front yard.

B. Within the R-1A, R-1, R-2A and R-2 Zoning Districts, the total of all accessory buildings shall not exceed 50 percent of the gross floor area of the principal building.

C. Within the R-3 and R-3A Zoning Districts, the total floor area of either an attached garage or a detached garage for a single family detached dwelling shall not exceed 750 square feet of floor area and not exceed the ground coverage of the dwelling.

D. No accessory building, structure, and/or detached garage or combination thereof for a single-family dwelling shall occupy more than 25 percent of the area of the rear yard.

E. Except in the R-1A and R-1 Zoning Districts, no building permit shall be issued for more than one detached or attached private garage for each single-family dwelling.

F. With the exception of the R-1A and R-1 Zoning Districts, no building permit shall be issued for the construction of more than one accessory building and/or structure.

917.02 Garages with Alley Access.

Private garages having direct access onto an alley shall be setback 20 feet from the alley lot line.

917.03 Accessory Building Size.

With the exception of the R-1A, R-1, R-2A and R-2 Zoning Districts, the total of all accessory buildings shall not exceed 30 percent of the gross floor area of the principal buildings. .

917.04 Setbacks.

Accessory buildings shall be setback from adjoining lots as prescribed in the applicable district and shall not be located within a utility easement.

917.05 Time of Construction.

No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.

917.06 Building Materials.

The same or similar quality exterior material shall be used in the accessory building and in the principal building. All accessory buildings shall also be compatible with the principal building on the lot. "Compatible" means that the exterior appearance of the accessory building is not at variance with the principal building from an aesthetic and architectural standpoint as to cause:

A. A difference to a degree to cause incongruity.

B. A depreciation of neighborhood values or adjacent property values.

C. A nuisance. Types of nuisance characteristics include unsightly building exterior.

917.07 Trash Receptacles.

All buildings, with the exception of single-family homes, having exterior trash receptacles shall provide an enclosed area in conformance with the following:

A. Exterior wall treatment shall be similar and/or complement the principal building.

B. The enclosed trash receptacle area shall be located in the rear or side yard.

C. The trash enclosure must be in an accessible location for pick-up hauling vehicles.

D. The trash receptacles must be fully screened from view of adjacent properties and the public right-of-way.

E. The design and construction of the trash enclosure shall be subject to the approval of the Building Official.

F. Recycling space must be provided as required by the State Building Code.

917.09 Opt-Out of Minn. Stats. § 462.3593.

Pursuant to authority granted by Minn. Stats. § 462.3593, Subd. 9, the City of Wayzata opts-out of the requirements of Minn. Stats. § 462.3593, which defines and regulates Temporary Family Health Care Dwellings.

CHAPTER 919 GENERAL YARD, LOT AREA AND BUILDING REGULATIONS

919.01 Purpose.

This Section identifies yard, lot area, building size, and building type and height requirements in each zoning district.

919.02 Height Requirements.

A. A building which actual height from the foundation to the top peak of any portion of the roof exceeds the allowable building height in the applicable zoning district by more than five feet or roof pitches of more than a 45-degree angle for those structures at the building height limitation may be allowed as a conditional use permit, provided that:

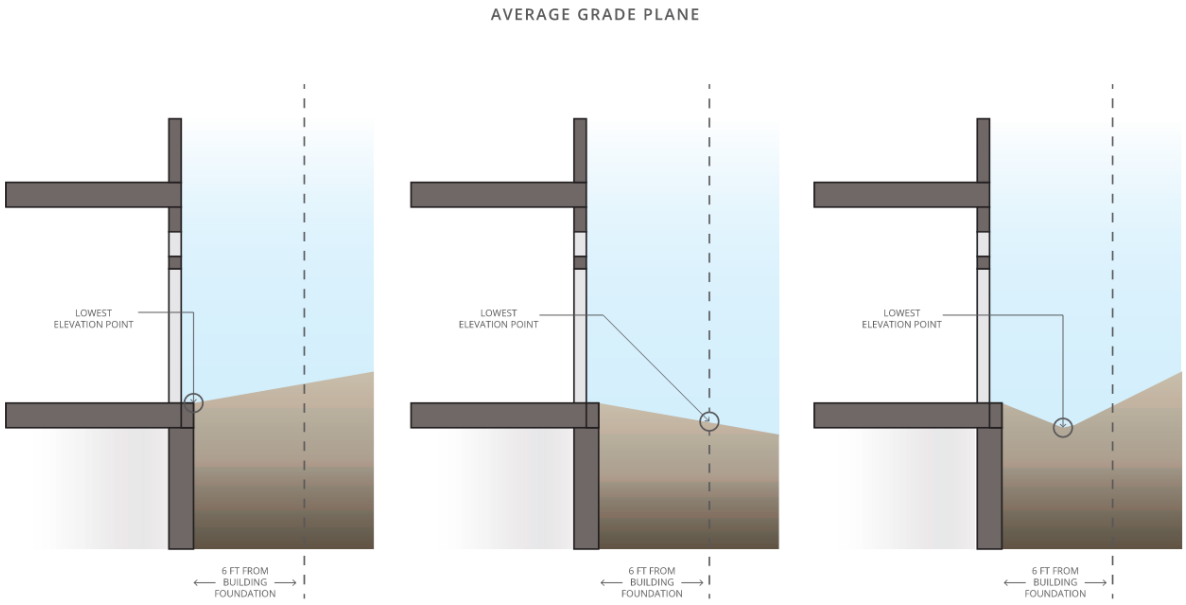
1. The architectural appearance of the building shall not be so dissimilar to the existing neighboring buildings as to cause or constitute a blighting influence within a reasonable distance of the lot.
2. The construction does not limit solar access to abutting and/or neighboring properties.
3. The provisions of Section 904.02.F, Conditional Uses, are considered and satisfactorily met.

B. The building height limits established in each zoning district shall not apply to the following list of uninhabitable items, except that no such structural element may exceed 40 feet in total height or exceed the maximum height of the building by more than five feet, whichever is greater, except by conditional use permit:

1. Belfries.
2. Chimneys or flues.
3. Minarets or spires.
4. Cooling towers.
5. Communication reception/transmission devices.
6. Cupolas and domes which do not contain usable space.
7. Elevator penthouses.
8. Flag poles.
9. Monuments.
10. Parapet walls.
11. Necessary mechanical and electrical appurtenances.

C. Modifications to the site grading of a lot may not be undertaken as a means of achieving increased building height, unless approved by the City Engineer through the permit process outlined in Section 916.04.D.

D. As may be appropriate, applicants may be required to submit a detailed survey for all proposed new residential and non-residential structures to determine the Average Grade Plane. The Average Grade Plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building. The lowest elevation points for this calculation should be no more than 20 feet apart horizontally.



919.03 Building Type and Construction.

A. The requirements of the Design Standards shall be applied to properties located in the Lake Street District, Bluff District, and Wayzata Boulevard District, and Wayzata Boulevard as provided in Chapter 909 of this Ordinance.

B. No galvanized or unfinished steel, galvalume or unfinished aluminum buildings (walls or roofs), except those specifically intended to have a corrosive designed finish such as corten steel shall be permitted in any zoning district.

B. Buildings in all zoning districts shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the property values of the abutting properties or adversely impact the community's public health, safety and general welfare.

C. Exterior building finishes shall consist of materials comparable in grade and quality to the following:

1. Brick.
2. Natural stone.
3. Decorative concrete block.
4. Cast in place concrete or precast concrete panels.
5. Wood, provided the surfaces are finished for exterior use and wood of proven exterior durability is used, such as cedar, redwood, cypress.

6. Curtain wall panels of steel, fiberglass and aluminum (non-structural, non-load bearing), provided such panels are factory fabricated and finished with a durable non-fade surface and their fasteners are of a corrosion resistant design.

7. Glass curtain wall panels.

8. Stucco.

9. Vinyl.

10. Other materials as determined by the Zoning Administrator, but not including galvanized or unfinished metal.

919.04 Yards.

Except as provided below, no lot, yard or other open space shall be reduced in area or dimension so as to make such lot, yard or open space less than the minimum required by this Ordinance. No required open space provided for any building or structure shall be included as part of any open space required for another structure.

A. The following shall not be considered as encroachments on yard setback requirements:

1. Cantilevers up to 10 feet in width, chimneys, flues, leaders, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters, and the like, provided they do not project more than 2½ feet into a required yard. Each cantilever must be separated by at least 10 feet.

2. Features without roofs including terraces, steps, decks, porches, stoops or similar features provided they do not extend above the height of the ground floor level of the principal structure or to a distance less than five feet from a side yard and rear lot lines, or more than five feet into a required front yard. No encroachment shall be permitted in existing or required drainage and utility easements.

3. In rear yards, recreational and laundry drying equipment, arbors and trellises, detached outdoor living rooms, and air conditioning or heating equipment not exceeding established State noise levels, provided they are at a distance of ten feet from any lot line. No encroachment shall be permitted in existing or required drainage and utility easements.

4. A one story entrance for a detached single family or duplex dwelling constructed prior to January 1, 1975, may extend into the front yard setback not exceeding five feet subject to the approval of a conditional use permit.

B. Required Front Yard Setback Exceptions. In the case of lots platted prior to the date of this Ordinance, the required front yard setback as established by the respective zoning districts may be reduced, upon the approval of the Zoning Administrator, to a distance equaling the average setback of principal buildings within the block frontage in which the lot is located. In no case shall this distance be less than 15 feet, nor shall a principal structure be placed more than five feet beyond the setback of any principal structure on a directly abutting lot. The Zoning Administrator's approval shall be given as a matter of right if there is compliance with this Ordinance and any other applicable Ordinance.

C. Corner Lots. Front yard requirements shall be observed on each street frontage of a corner lot. Where the rear boundary line of a corner lot is part of the side boundary of a residential lot no part of any structure or building on the corner lot shall exceed the front yard building setback required in the applicable residential zoning district.

919.05 Residential Standards in Non-Residential Districts.

Existing single family or two-family residential uses within R-4, R-5, INS, C-1, C-2, C-3 and C-4 Districts shall conform with R-3 District standards.

919.06 Minimum Floor Area Per Dwelling Unit.

A. **Single Family Dwelling Units.** Except as otherwise specified in the zoning district provisions, single family homes as classified below shall have the following minimum floor areas per unit:

One Bedroom: 880 square feet above grade.

Two Bedroom. 960 square feet above grade.

Three Bedroom. 1040 square feet above grade.

B. **Multiple Dwelling Units.** Except for elderly housing units, living units classified as multiple dwelling shall have the following minimum floor areas per unit:

Efficiency Units. 500 square feet.

One Bedroom Units. 700 square feet.

Two Bedroom Units. 900 square feet.

More than two-bedroom units. An additional 150 square feet for each additional bedroom.

C. **Elderly (Senior Citizen) Housing.** Living units classified as elderly (senior citizen) housing units shall have the following minimum floor areas per unit:

Efficiency Units. 440 square feet.

One Bedroom Units. 520 square feet.

More than one-bedroom units. An additional 80 square feet for each additional bedroom.

D. **Two Family and Townhouse Dwelling Units.** Except as otherwise specified in the zoning district provisions, two family, and townhouse dwelling units, as classified below, shall have the following minimum floor area per one bedroom unit:

Two Family. 650 square feet first floor above grade, plus 100 additional square feet for each additional bedroom.

Townhouses. 600 square feet first floor above grade, plus 100 additional square feet for each additional bedroom.

E. Assisted Living or Memory Care Dwelling Units. Except as otherwise specified in the zoning district provisions, assisted living and memory care units as classified below shall have the following minimum floor areas per unit:

Units without Kitchen Facilities: 330 square feet

Units with Kitchen Facilities: 370 square feet

919.07 Minimum Lot Area Per Unit.

The lot area per unit requirement for two family, townhouses, multiple family dwelling units 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. Areas qualifying as wetlands pursuant to this Ordinance shall not be included in the calculation of total area.

919.08 Usable Open Space.

Except in the case of elderly (senior citizen) housing, memory care, or assisted living, each multiple family dwelling site shall contain at least 250 square feet of usable open space as defined in Section 902.02 of this Ordinance for each dwelling unit contained thereof.

919.09 Two Family, Townhouse, Multiple Family Uses.

A. No single townhouse structure shall contain more than five dwelling units.

B. Minimum unit lot frontage for townhouses shall be not less than 20 feet.

C. Subdivision of Two Family or Townhouse Lots. The subdivision of base lots containing two family dwellings or townhouses to permit individual private ownership of a single dwelling within such a structure is acceptable upon the approval by the City. Approval of a subdivision request is contingent on the following requirements:

   1. Two family and townhouse lots intended for owner occupancy shall be subdivided on an individual lot basis .

   2. Prior to a two family dwelling or townhouse subdivision, the base lot must meet all the requirements of the zoning district.

   3. Except for planned unit developments, there shall be no more than one principal structure on a base lot in all residential districts. The principal structure on the base lot created in a two family or townhouse subdivision will be the portion of the attached dwelling existing or constructed on the platted unit lot.

   4. Permitted accessory uses as defined by the zoning districts are acceptable, provided they meet all the zoning requirements.

   5. A property maintenance agreement must be arranged by the applicant and submitted to the City Attorney for review and approval. The agreement shall ensure the maintenance and upkeep of the structure and lots to meet minimum City standards. The agreement is to be filed with the Hennepin County Recorder's Office as a deed restriction against the title of each unit lot.

   6. Separate public utility service shall be provided to each subdivided unit and shall be subject to the review and approval of the City Engineer.

   7. The subdivision is to be platted and recorded in conformance to the requirements of the Subdivision Regulations of the City.

   8. Structural requirements of the Uniform Building Code at the time of subdivision are complied with.

D. Subdivision of multiple family, two family duplex and other such units.

   1. The subdivision is to be platted and recorded in conformance with the requirements of the Subdivision Regulations of the City as applicable.

   2. The subdivision shall comply with applicable cooperative or condominium laws of the State of Minnesota.

919.10 Minimum Lot Area, Unsewered Lots.

Lot sizes where public sewer is not available shall conform to the minimum requirements set forth below:

A. The minimum single family lot size is five acres. This minimum lot size shall not apply to smaller separate parcels of record in separate ownership lawfully existing prior to July 1, 1990, provided that it can be

demonstrated by means satisfactory to the City that the small parcels will not result in groundwater, soil or other contamination which may endanger the public health.

B. Commercial developments and multiple family dwellings are not allowable uses.

C. Subject to the other provisions of the Zoning Ordinance other uses may be allowed by conditional use permit. The minimum lot size for each principal use is five acres. A conditional use permit shall not be granted unless it can be demonstrated by means satisfactory to the City that the use:

1. Will not result in groundwater, soil or other contamination which may endanger the public health.

2. Will not increase future City utility service demands and expense.

3. Will not jeopardize public safety and general welfare.

919.11 Single Family Dwellings.

All single family detached homes shall comply with all of the following standards:

A. They must be constructed upon a continuous perimeter foundation that meets the requirements of this Ordinance and Uniform Building Code.

B. They may not be less than 30 feet in length and not less than 22 feet in width over that entire minimum length. Width measurements shall not take account of overhang and other projections beyond the principal walls. Dwelling shall also meet the minimum floor area requirements as set out in this Ordinance.

C. They must have an earth covered, composition, shingled or tiled roof.

D. They must receive a building permit. The application for a building permit in addition to other information required shall indicate the height, size, design and the appearance of all elevations of the proposed building and a description of the construction materials proposed to be used. The exterior architectural design of a proposed dwelling may not be so at variance with, nor so similar to, the exterior architectural design of any structure or structures already constructed or in the course of construction in the immediate neighborhood, nor so at variance with the character of the surrounding neighborhood as to adversely affect the public health, safety or general welfare.

E. They must meet the requirements of the State Uniform Building Code or the applicable manufactured housing code.

919.12 Elevator Service.

Any multiple family dwelling over two stories in height shall be provided with elevator service.

920.11 Off-Street Parking and Loading Requirements.

A. **Calculating Space.**

1. Floor Area. The term "floor area" for the purpose of calculating the number of off-street parking spaces required shall be determined based on the Gross Floor Area minus ten percent, except as may be hereinafter modified.

2. Computation. When in the process of determining the required number of off-street parking spaces, there occurs a fraction of a space, such fraction shall be deemed as the requirement for an additional parking space. Parking spaces shall not be counted toward meeting a parking requirement when they are sufficiently inconvenient to be of questionable use.

3. Places of Public Assembly. In stadiums, sports arenas, churches and other places of public assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each 18 inches of such seating facilities shall be counted as one seat for the purpose of determining requirements.

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4. More than One Use. Except for a shopping center, should a structure contain two or more types of uses, the Gross Floor Area of each use shall be calculated and a ten percent reduction shall be made for non-productive space. For mixed-use buildings, the reduction may be increased to up to 20% subject to review of a floor plan that demonstrates no additional impact on parking demand, as determined by the Zoning Administrator. The resulting net usable floor space figure shall be utilized to determine the off-street parking requirement.

B. **Minimum Number of Spaces.** The minimum number of off-street parking and loading spaces for each use shall be as follows:

	Use	Number of Parking Spaces Required	Off-St. Loading Spaces Required
1.	Animal Clinics, Hospitals or Kennels	Six spaces plus one for each 200 sq. ft. of floor area over 10,000 sq. ft.	One space per structure
2.	Places of Assembly, Theaters Excluding Drive-Ins	One space for each three permanent seats based on the design capacity of the main assembly hall. Facilities as may be provided in conjunction with such buildings or uses shall be subject to additional requirements which are imposed by this Code.	One space for each structure with over 100,000 sq. ft. of gross floor area

3.	Car Wash, Principal	Four spaces per bay or stall	One space per facility
4.	Car Wash Accessory	One space in addition to that required for the station.	N.A. in addition to that required for the station.
5.	Motor Vehicle Service	Five spaces plus three spaces for each service stall. Those facilities designed for sale of other items than strictly automobile products, parts or service shall be required to provide additional parking in compliance with other applicable sections of this Code.	One space
6.	Personal Services including hair and nail salons, therapeutic massage spa, tanning spa, and similar uses	One space for each 200 sq. ft. of floor area.	N.A.
7.	Motor Vehicle Rental and Sales	One space for each 400 sq. ft. of floor area for the first 25,000 sq. ft., plus one space for each 600 sq. ft. thereafter.	One space, plus one additional space for each 25,000 sq. ft. of gross floor area
8.	Places of Assembly	Ten spaces plus one space for each 150 square feet in excess of 2,000 sq. ft. of floor area in the principal structure.	One space for each structure with over 100,000 sq. ft. of gross floor area.
9.	Professional Services (Inc. Finance and Office Uses)	Three spaces for each 1,000 sq. ft. of floor area.	One space for buildings between 30,000 sq. ft. and 100,000 sq. ft. in gross floor area, plus one space for each additional 100,000 sq. ft.
10.	Furniture Sales	One space for each 400 sq. ft. of floor area for the first 25,000 sq. ft., plus one space for each 600 sq. ft. thereafter.	One space plus one additional space for each 25,000 sq. ft. of gross floor area.

11.	Child Day Care Facility, General.	One space for each employee, plus one space for each four children.	One space
12.	Elderly Care Facility	One space for each 1.5 dwelling units.	One space
13.	Manufacturing	One space for each employee on the major shift or one space for each 300 sq. ft., whichever is greater.	One space for each 50,000 sq. ft. of gross floor area.
14.	Health Clinics	Six spaces for each doctor or dentist	One space per building
15.	Lodging	One space per Lodging unit, plus spaces equal to 25 percent capacity of any club or lodge.	One space per building
16.	Dwellings, Multiple Family	Two fee free spaces for each living unit, of which one is to be enclosed.	One space for each multiple family building over four units.
17.	Office Buildings and Professional Offices, Other than Any Area for Doctors or Dentists; Banks, Public Administration Offices. Professional Services (Inc. Finance and Office Uses)	Three spaces for each 1,000 sq. ft. of floor area.	One space for buildings between over 10,000 sq. ft. and 100,000 sq. ft. in gross floor area, plus one space for each additional 100,000 sq. ft.
18.	Food and Beverage Establishments	Seating Area: One space per 75 sq. ft. Bar Area: One space per 40 sq. ft. Kitchen Area and all other areas: One space per 150 sq. ft.	One space for each 10,000 sq. ft. of gross floor area.
19.	Retail	Three spaces for each 1,000 sq. ft. of floor area	One space for the first over 10,000 sq. ft. of gross floor area, plus one space for each additional 50,000 sq. ft.
20.	Retail With (50 percent or More of Gross Floor Area	Eight spaces or one space for each 200 sq. ft. devoted to public sales or service	One space for the first over 10,000 sq. ft. of gross floor area, plus one space for

	Devoted to Storage, Warehouses and/or Industry)	plus one space for each 500 sq. ft. of storage area.	each additional 50,000 sq. ft.
21.	Educational Facilities that are less than 5,000 square feet. This includes tutoring facilities.	One space for each classroom plus one space for each 50 students of capacity. Adequate space shall be allowed for the dropping off and/or picking up of students as determined by the City Engineer.	One space for each structure with over 100,000 sq. ft. of gross floor area.
22.	School, Public or Private including: elementary schools, junior high/middle schools, high schools and college/trade schools	Elementary and junior high/middle schools: 1 space per staff member on the largest shift, plus 1 space per 2 classrooms. High schools: 1 space per staff member on the largest shift, plus 1 space per 5 students. College/trade schools: 1 space per staff member on the largest shift, plus 1 space per 2 students of the largest class attendance period.	One space for each structure with over and 100,000 sq. ft. of gross floor area.
23.	Shopping Center	One space for each 150 sq. ft. of floor area.	One space or the first 10,000 sq. ft. of gross leasable area plus one space for each additional 50,000 sq. ft. or part thereof.
24.	Dwellings, Single Family or Two-Family Detached	Two spaces per family unit.	N.A.
25.	Micro-production Facility	One space for each 1,000 sq. ft. of floor area.	
26.	Taproom/Tasting Room	One space for each 40 sq. ft. of floor area.	
27.	Brewpub	One space for each 1,000 sq. ft. of Micro-brewing production floor area; one space for each 40 sq. ft. of	

		floor area of dining and bar area; and one space for each 80 sq. ft. of floor area of kitchen area.	
28.	Personal fitness clubs and health clubs	One space for each 300 sq. ft. of floor area	

C. **Non-Specified Uses.** For uses not specifically listed above, off-street parking and loading requirements shall be computed by the Zoning Administrator on the same basis as required for the most similar listed uses, building occupancy, projected demand, or parking study. (N.A. = Not Applicable).

CHAPTER 916 GENERAL BUILDING AND PERFORMANCE REQUIREMENTS

916.01 Purpose.

The purpose of this Section of the Zoning Ordinance is to establish general development performance standards. These standards are intended and designed to ensure compatibility of uses; to prevent urban blight, deterioration and decay; and to enhance the health, safety and general welfare of the residents of the community.

916.02 Dwelling Unit Restrictions.

A. No garage, tent, accessory building (with the exception of accessory dwelling units), travel trailer or motor home shall at any time be used as living quarters, temporarily or permanently.

B. Tents, play houses or similar structures may be used for play or recreational purposes~~.~~ only and may not be used as a dwelling unit.

C. Basements and cellars may be used as living quarters or rooms as a portion of the principal residential dwelling~~. Energy conserving designs in housing are not prohibited by this provision of the Ordinance, provided that a conditional use permit is approved by the City Council and the structure complies with standards imposed by the State Building Code.~~ as per Section 937.03A.

916.03 Platted and Unplatted Property.

A. Any person desiring to improve property shall submit to the Building Official a survey of said premises and information on the location and dimension of existing and proposed buildings, location of easements crossing the property, encroachments, and any other information which may be necessary to ensure conformance to City Ordinances.

B. All buildings shall be so placed so that they will not obstruct future streets which may be constructed by the City in conformity with existing streets, adopted plans, and according to the system and standards employed by the City.

C. Substandard lots of record shall be governed by Chapter 915 of this Ordinance.

D. Except in the case of planned unit development as provided for in Chapter 933 of this Ordinance, not more than one principal building shall be located on a lot. The words "principal building" shall be given their common, ordinary meaning as defined in Chapter 902 of this Ordinance~~, in~~. In the case of doubt or on any questions or interpretation, the decision of the Zoning A~~a~~dministrator shall be final, subject to the right to appeal to the Planning Commission and City Council. Except in the C-2 District, shopping centers shall be interpreted as having more than one principal building.

E. On a through lot (a lot fronting on two parallel streets), both street lines shall be front lot lines for applying the yard and parking setback regulations of this Ordinance. In addition, no home on a through lot or corner lot in any residential zone shall maintain direct access to any arterial street designated as such by the Comprehensive Plan.

F. When a development is proposed which is to be located on two or more lots, and such lots are required to meet the minimum district area and frontage requirement and/or are required to accommodate the use, the lots shall be combined in accordance with the City's Subdivision Ordinance, prior to the issuing of a building permit.

G. When two or more lots are located in the same residential district, one or more of which lack adequate area or dimensions to qualify for residential use under the current Ordinance requirements and are contiguous and held in one ownership, they shall be combined for use in order to meet the lot requirements by subdividing the property in accordance with the Subdivision Ordinance.

916.04 Grading and Drainage.

A. No land shall be developed and no use shall be permitted that results in water runoff causing flooding, erosion, or deposit of minerals on adjacent properties. Such runoff shall be properly channeled into a storm drain, water course, ponding area, or other public facilities subject to ~~the review and approval of~~a permit issued through the City ~~Engineer.~~ Engineer's office.

B. In the case of all residential subdivisions, multiple family, and business developments, the grading and drainage plans shall be submitted to the City Engineer for review and the final drainage plan shall be subject to ~~the Engineer's written approval.~~ a permit issued through the City Engineer's office. In the case of such uses, no modification in grade and drainage flow through fill, erection of retaining walls or other such actions shall be allowed until such plans have been reviewed and received written approval from the City Engineer.

C. ~~Except for written authorization of the City Engineer, t~~The top of the foundation and garage floor of all structures shall be one foot above the grade of the crown of the abutting street upon which the property fronts~~.~~, except when allowed under a permit issued through the City Engineer's office.

D. Modifications which serve to alter the average and typical natural grade of an individual lot more than two feet shall require the approval of the City Council.

916.05 Traffic Sight Visibility Triangle.

~~Except for a governmental agency for the purpose of screening, no wall, fence, structure, tree, shrub, vegetation or other obstruction shall be placed on or extend into any yard or right-of-way area so as to pose a danger to traffic by obscuring the view of approaching vehicular traffic or pedestrians from any street or driveway. Visibility from any street or driveway shall be unobstructed between the height of three feet and six feet, measured from where both street, driveway or railway center lines intersect within the triangle described as beginning at the intersection of the projected curb line of two intersecting streets or drives, thence 30 feet along one curb line, thence diagonally to a point 30 feet from the point of beginning along the other curb line (see attached drawing). The exception to this requirement shall be where there is a tree, planting or landscape arrangement within such area that will not create a total obstruction wider than two feet.~~No fences, structures, or plantings shall be permitted to exceed 30 inches in height within any front or side yard areas on a corner lot which may interfere with the visibility across the corner. A minimum sight triangle shall be established on each corner lot at every street intersection through which motorists shall have an unobstructed view. The minimum sight triangle is a triangle located at the corner of intersecting streets. The adjacent sides shall be located along the curb line or along the gutter line of streets without curb and gutter and shall be 60 feet in length. The third side shall be a straight line joining the end points of the adjacent sides. The City may order removal of vision obstructions located within the minimum sight triangle. These requirements shall not apply to conditions that legally exist prior to the effective date of this Ordinance unless such conditions are determined to constitute a safety hazard by the Zoning Administrator. ~~a safety hazard by the Zoning Administrator.~~

916.06 Glare.

Any lighting used to illuminate an off-street parking area, sign or other structure, shall be arranged as to deflect light away from any adjoining residential property, over public water or from the public streets~~.~~, and it shall comply with Section 909.24 of this Ordinance. Direct or sky-reflected glare, where from floodlights or from high temperature processes such as combustion or welding shall not be directed into any adjoining property or over public water. The source of lights shall be hooded or controlled in some manner so as not to direct light to the sky, adjacent property or over public water. Bare incandescent light bulbs shall not be permitted in view of adjacent property, over public water, or public right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one~~-~~foot candle (meter reading) as measured from the center line of said street. Any light or combination of lights which case light on residential property or over public water shall not exceed four~~-~~foot candles (meter reading) as measured from said property.

Where used LED (Light Emitting Diode) luminaires shall have a minimum Color Rendering Index (CRI) of 80 and a Correlated Color Temperature (CCT) between 2700-3500K.

916.07 Smoke.

The emission of smoke by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

916.08 Dust and Other Particulated Matter.

The emission of dust, fly ash or other particulated matter by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

916.09 Odors.

The emission of odor by any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7005, as amended.

916.10 Noise.

Noises emanating from any use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulations NCP 7010, and Chapter 708 of City Code as amended.

916.11 Refuse.

A. Passenger automobiles and trucks not currently licensed by the State, or which are because of mechanical deficiency incapable of movement under their own power, parked or stored outside for a period in excess of 72 hours, and all materials stored outside in violation of the City Ordinances are considered refuse or junk and shall be disposed of.

B. Any accumulation of refuse on any premises not stored in containers which comply with City Code, or any accumulation of refuse including car parts on any premises which has remained thereon for more than one week is hereby declared to be a nuisance and may be abated by order of the City Health Officer, as provided by Minnesota Statutes and the cost of abatement may be assessed on the property where the nuisance was found, as provided by law.

916.12 Exterior Storage/Display.

A. **Exterior Storage.** In all zoning districts, all materials and equipment except as specifically noted and as provided for in Chapters 951 through 990937 of this Ordinance shall be stored within a building or fully screened so as not to be visible from adjoining properties and the public right-of-way, except for the following:

1. Clothes lineClothesline pole and wires.
2. Not more than two recreational vehicles and equipment (not including race cars). Refer to Section 920.08.A of the Zoning Ordinance regarding Off-Street-Parking.
3. Construction and landscaping material currently being used on the premises.
4. Off-street parking of passenger vehicles and non-commercial trucks not exceeding a gross weight of 12,000 pounds in residential areas (both on and off-street).

B. **Outdoor Display.** In C-2 and C-3 Zoning Districts, merchandise which is offered for sale may be displayed beyond the confines of a building, but the area occupied by such outdoor display shall not constitute a greater number of square feet than ten percent of the ground floor area of the building housing the principal use~~, unless such merchandise is of a type customarily displayed outdoors.~~. No storage of any type shall be permitted within the one-half of the required setback nearest a street nor within any required interior side yard or rear yard setback. Additional parking spaces shall be provided pursuant to Chapter 920 of this Ordinance for any such permanent display space based upon the square footage of the area involved.

916.13 Sewage Disposal.

Once available, all on-site sewage disposal systems shall be connected to the public sanitary system within two years.

916.14 Waste Material.

~~Waste material resulting from or used in industrial or commercial manufacturing, fabricating, servicing, processing or trimming shall not be washed into the public storm sewer system nor the sanitary sewer system or any public water body, but shall be disposed of in a manner approved by the Minnesota State Fire Marshall, the Pollution Control Agency, and the Department of Natural Resources.~~

~~–~~Waste material is regulated under Chapter 410 of the City Code.

916.15 Bulk Storage (Liquid).

All uses associated with the bulk storage of all gasoline, liquid fertilizer, chemical, flammable and similar liquids shall comply with requirements of the Minnesota State Fire Marshall's and Minnesota Department of Agriculture Offices and have documents from those offices stating the use is in compliance.

916.16 Radiation Emission.

All activities that emit radioactivity shall comply with the minimum requirements of the Minnesota Pollution Control Agency.

916.17 Electrical Emission.

All activities which create electrical emissions shall comply with the minimum requirements of the Federal Communications Commission.

916.18 Building Security.

All multiple family buildings shall be provided with security systems subject to comment of the Chief of Police and the Building Official.

916.19 Sales in Residential Areas.

A. **Personal Vehicles.**

1. Vehicles sold in residential areas shall be the personal property of the property owner or occupant.
2. Sales of personal vehicles shall be limited to no more than one vehicle per calendar year, unless approved by the Zoning Administrator.
3. Vehicles for sale shall not be parked in any portion of the public right-of-way, public boulevard, or required front yard except a designated, improved driveway.

4. For sale signs on or in such vehicles shall be limited to two square feet.

B. **Garage or Rummage Sales.**

1. Merchandise offered for sale shall be the personal property of the property owner or occupant.

2. Sales shall be limited to a maximum of four consecutive days and occurring no more than two times within one calendar year per property.

3. All goods shall be confined within a building and improved driveway with no display occurring within other portions of the front yard.

4. Signs shall be governed by Chapter 927 of this Ordinance.

CHAPTER 917 ACCESSORY BUILDINGS, STRUCTURES, USES AND EQUIPMENT

917.01 Single Family Detached StructureUses.

A. ~~Except as may be specifically provided, no accessory use, building, structure or equipment shall be allowed within a required front yard.~~ With the exception of ~~a~~an attached garage servicing a residential use, or a guest or caretaker's house in the R-1A Zoning District, no accessory building or equipment may be placed within a front yard.

B. Within the R-1A, R-1, R-2A and R-2 Zoning Districts, the total of all accessory buildings shall not exceed 50 percent of the gross floor area of the principal building.~~a garage not exceeding 1,000 square feet shall be considered an integral part of the principal building if it is attached to the principal building or is connected to it by a covered passageway and such garages are exempt from the provisions of this Subsection.~~

C. ~~In those residential zoning districts which are not specified in subsection B above~~Within the R-3 and R-3A Zoning Districts, the total floor area of either an attached garage or a detached garage for a single family detached dwelling shall not exceed 750 square feet of floor area and not exceed the ground coverage of the dwelling~~, except by conditional use~~.

D. No accessory building, structure, and/or detached garage or combination thereof for a single-family dwelling shall occupy more than 25 percent of the area of the rear yard.

E. Except in the R-1A and R-1 Zoning Districts, no building permit shall be issued for more than one detached or attached private garage for each single-family dwelling~~, except by conditional use permit~~.

~~F. With the exception of the R-1A and R-1 Zoning Districts, no building permit shall be issued for the construction of an accessory building for a single family dwelling when an existing detached garage is located on the same lot, except by conditional use permit.~~

F.

~~G.~~ With the exception of the R-1A and R-1 Zoning Districts, no building permit shall be issued for the construction of more than one accessory building and/or structure~~, except by conditional use permit~~.

~~H. Accessory buildings may encroach into the required rear yard setbacks within the rear yard of a lot, except, however, that no such encroachment may occur on required easement, or in a required side yard setback abutting a street in the case of a corner lot.~~

917.02 Garages with Alley Access.

Private garages having direct access onto an alley shall be setback 20 feet from the alley lot line. ~~In cases where reasonable difficulty is encountered in meeting this requirement, deviations to the setback standard may be approved by conditional use permit.~~

917.03 Accessory Building Size.

With the exception of the R-1A, R-1, R-2A and R-2 Zoning Districts~~Except in the case of single family detached dwellings~~, the total of all accessory buildings shall not exceed 30 percent of the gross floor area of the principal buildings. ~~In those cases where the standards are exceeded, a planned unit development conditional use permit shall be required~~.

917.04 Setbacks.

Accessory buildings shall be setback from adjoining lots as prescribed in the applicable district and shall not be located within a utility easement.

917.05 Time of Construction.

No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.

917.06 Building Materials.

The same or similar quality exterior material shall be used in the accessory building and in the principal building. All accessory buildings shall also be compatible with the principal building on the lot. "Compatible" means that the exterior appearance of the accessory building is not at variance with the principal building from an aesthetic and architectural standpoint as to cause~~.~~:

A. A difference to a degree to cause incongruity.

B. A depreciation of neighborhood values or adjacent property values.

C. A nuisance. Types of nuisance characteristics include unsightly building exterior.

917.07 Trash Receptacles.

All buildings, with the exception of single-family homes, having exterior trash receptacles shall provide an enclosed area in conformance with the following:

A. Exterior wall treatment shall be similar and/or complement the principal building.

B. The enclosed trash receptacle area shall be located in the rear or side yard.

C. The trash enclosure must be in an accessible location for pick-up hauling vehicles.

D. The trash receptacles must be fully screened from view of adjacent properties and the public right-of-way.

E. The design and construction of the trash enclosure shall be subject to the approval of the Building Official.

F. Recycling space must be provided as required by the State Building Code.

~~917.08 Conditional Use Permits.~~

~~Application for a conditional use permit under this Subsection shall be regulated by Chapter 904 of this Ordinance. Such a conditional use permit may be granted, provided that:~~

~~A. There is a demonstrated need and potential for continued use of the structure for the purpose stated.~~

~~B. In the case of residential uses, no commercial or home occupation activities are conducted on the property.~~

~~C. The building has an evident re-use or function related to the principal use.~~

~~D. Accessory building shall be maintained in a manner that is compatible with the adjacent residential uses and does not present a hazard to public health, safety and general welfare.~~

~~E. The provisions of Section 904.02.F of this Ordinance shall be considered and a determination made that the proposed activity is in compliance with such criteria.~~

917.09 Opt-Out of Minn. Stats. § 462.3593.

Pursuant to authority granted by Minn. Stats. § 462.3593, Subd. 9, the City of Wayzata opts-out of the requirements of Minn. Stats. § 462.3593, which defines and regulates Temporary Family Health Care Dwellings.

~~2.~~

CHAPTER 919 GENERAL YARD, LOT AREA AND BUILDING REGULATIONS

919.01 Purpose.

This Section identifies yard, lot area, building size, and building type and height requirements in each zoning district.

919.02 Height Requirements.

A. A building which actual height from the foundation to the top peak of any portion of the roof exceeds the allowable building height in the applicable zoning district by more than five feet or roof pitches of more than a 45-degree angle for those structures at the building height limitation may be allowed as a conditional use permit, provided that:

1. The architectural appearance of the building shall not be so dissimilar to the existing neighboring buildings as to cause ~~impairments in property values~~ or constitute a blighting influence within a reasonable distance of the lot.

~~2. For each additional five feet in allowable, actual, roof height as calculated by the Building Code, which is above the maximum building height allowed by the respective zoning district; front and side yard setback requirements shall be increased by one foot.~~

2~~3~~. The construction does not limit solar access to abutting and/or neighboring properties.

3~~4~~. The provisions of Section 904.02.F, Conditional Uses, are considered and satisfactorily met.

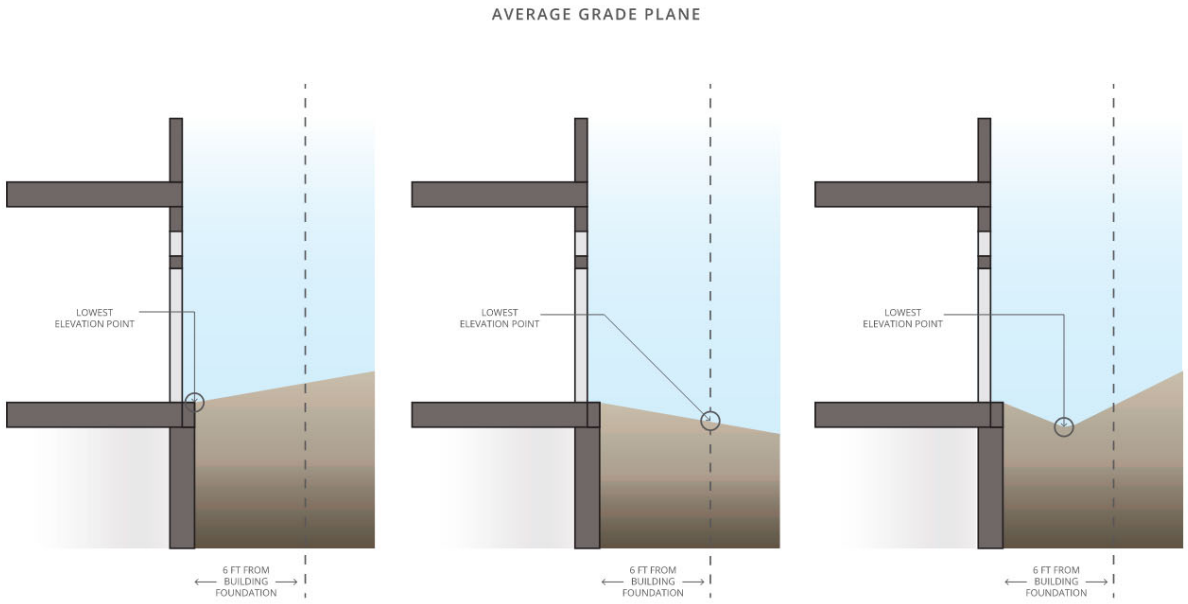
B. The building height limits established in each zoning district shall not apply to the following list of uninhabitable items, except that no such structural element may exceed 40 feet in total height or exceed the maximum height of the building by more than five feet, whichever is greater, except by conditional use permit:

1. Belfries.
2. Chimneys or flues.
3. ~~Church~~Minarets or spires.
4. Cooling towers.
5. Communication reception/transmission devices.
6. Cupolas and domes which do not contain usable space.
7. Elevator penthouses.
8. Flag poles.
9. Monuments.
10. Parapet walls.
11. Necessary mechanical and electrical appurtenances.

C. Modifications to the site grading of a lot may not be undertaken as a means of achieving increased building height, unless approved by the City ~~Council.~~Engineer through the permit process ~~as~~ outlined in Section 916.04.D.

D. As may be appropriate, applicants ~~shall~~ may be required to submit a detailed survey for all proposed new residential and non-residential structures ~~including topographical information at two-foot contours signed by~~

~~a licensed surveyor depicting elevations (existing and proposed) at the corners of the building footprint and within a radius of five feet to verify the calculation of the datum point for determination of the building height~~to determine the Average Grade Plane. The Average Grade Plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building. The lowest elevation points for this calculation should be no more than 20 feet apart horizontally.



919.03 Building Type and Construction.

~~A.~~A. The requirements of the Design Standards shall be applied to properties located in the Lake Street District, Bluff District, and Wayzata Boulevard District, and Wayzata Boulevard as ~~defined~~provided in Chapter 909 of this Ordinance.

B. No galvanized or unfinished steel, galvalume or unfinished aluminum buildings (walls or roofs), except those specifically intended to have a corrosive designed finish such as corten steel shall be permitted in any zoning district.

B. Buildings in all zoning districts shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the property values of the abutting properties or adversely impact the community's public health, safety and general welfare.

C. Exterior building finishes shall consist of materials comparable in grade and quality to the following:

1. Brick.
2. Natural stone.
3. Decorative concrete block.
4. Cast in place concrete or precast concrete panels.
5. Wood, provided the surfaces are finished for exterior use and wood of proven exterior durability is used, such as cedar, redwood, cypress.
6. Curtain wall panels of steel, fiberglass and aluminum (non-structural, non-load bearing), provided such panels are factory fabricated and finished with a durable non-fade surface and their fasteners are of a corrosion resistant design.
7. Glass curtain wall panels.
8. Stucco.
9. Vinyl.
10. Other materials as determined by the Zoning Administrator, but not including galvanized or unfinished metal.

~~D. The additional requirements of the Design Guidelines shall be applied to properties located in the Lake District, Bluff Neighborhood District, and Wayzata Boulevard District, and Wayzata Boulevard as defined in Chapter 909 of this Ordinance.~~

919.04 Yards.

Except as provided below, no lot, yard or other open space shall be reduced in area or dimension so as to make such lot, yard or open space less than the minimum required by this Ordinance. No required open space provided ~~about~~for any building or structure shall be included as part of any open space required for another structure.

A. The following shall not be considered as encroachments on yard setback requirements:

1. Cantilevers up to 10~~ten~~ feet in width, chimneys, flues, leaders, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters, and the like, provided they do not project more than 2½ feet into a required yard. Each cantilever must be separated by at least 10 feet.
2. ~~Terraces~~Features without roofs including terraces, steps, decks, ~~uncovered~~ porches, stoops or similar features provided they do not extend above the height of the ground floor level of the principal structure or to a distance less than five feet from a side yard and rear lot lines, or more than five feet into a required front yard. No encroachment shall be permitted in existing or required drainage and utility easements.
3. In rear yards, recreational and laundry drying equipment, arbors and trellises, detached outdoor living rooms, and air conditioning or heating equipment not exceeding established State noise levels, provided they are at a distance of ten feet from any lot line. No encroachment shall be permitted in existing or required drainage and utility easements.
4. A one story entrance for a detached single family or duplex dwelling constructed prior to January 1, 1975, may extend into the front yard setback not exceeding five feet subject to the approval of a conditional use permit.

B. Required Front Yard Setback Exceptions. In the case of lots platted prior to the date of this Ordinance, the required front yard setback as established by the respective zoning districts may be reduced, upon the approval of the Zoning Administrator, to a distance equaling the average setback of principal buildings within the block frontage in which the lot is located. In no case shall this distance be less than 15 feet, nor shall a principal structure be placed more than five feet beyond the setback of any principal structure on a directly

abutting lot. The Zoning Administrator's approval shall be given as a matter of right if there is compliance with this Ordinance and any other applicable Ordinance.

C. Corner Lots. Front yard requirements shall be observed on each street frontage of a corner lot. Where the rear boundary line of a corner lot is part of the side boundary of a residential lot no part of any structure or building on the corner lot shall ~~be nearer its street side lot line than the minimum depth of any front yard required along such side street. In the case of a narrow corner lot where compliance with this requirement should give an impractical depth to a structure or building, the City Council may allow the construction of such structure as near to the street side lot line as will give a practicable depth by approval of a conditional use permit.~~exceed the front yard building setback required in the applicable residential zoning district.

~~D. In the case of a residential lot in an R-2A, R-2, R-3A, R-3, R-4A, R-4 and R-5 District siding or backing onto a dedicated limited access highway, a flood plain, a public park or trail, or other such similar publicly reserved and development restricted areas (excluding shorelands or wetlands), the required side and/or rear yard setback may be reduced one foot for each foot of public space, but in no case shall the rear yard requirement be reduced more than ten feet nor the side yard less than five feet.~~

~~E. Required Side or Rear Yard Reduction. A required yard on a lot may be reduced by a conditional use permit if the following conditions are met:~~

~~1. The reduction of setback requirements is based upon a specific need or circumstance which is unique to the property in question and which, if appropriate, will not set a precedent which is contrary to the intent of this Ordinance.~~

~~2. Property line drainage and utility easements as required by the City's Subdivision Ordinance are provided and no building will occur upon this reserved space.~~

~~3. The reduction will work towards the preservation of trees or unique physical features of the lot or area.~~

~~4. If affecting a north lot line, the reduction will not restrict sun access from the abutting lots.~~

~~5. The reduction will not obstruct traffic visibility, cause a public safety problem and complies with Section 916.05 of this Ordinance.~~

~~6. The conditions of Section 916.05.F of this Ordinance are considered and satisfactorily met.~~

919.05 Residential Standards in Non-Residential Districts.

~~Whenever any single family or two family residential dwelling is proposed to be constructed within an R-4A, R-4, R-5, INS or C-1 District it shall conform with R-3 District standards.~~ Existing single family or two-family residential uses within R-4, R-5, INS, C-1, C-2, C-3 and C-4 Districts ~~also~~ shall conform with R-3 District standards.

919.06 Minimum Floor Area Per Dwelling Unit.

A. **Single Family Dwelling Units.** Except as otherwise specified in the zoning district provisions ~~or as allowed by conditional use permit~~, single family homes as classified below shall have the following minimum floor areas per unit:

One Bedroom: 880 square feet above grade.

Two Bedroom. 960 square feet above grade.

Three Bedroom. 1040 square feet above grade.

B. **Multiple Dwelling Units.** Except for elderly housing units ~~or as allowed by conditional use permit~~, living units classified as multiple dwelling shall have the following minimum floor areas per unit:

Efficiency Units. 500 square feet.

One Bedroom Units. 700 square feet.

Two Bedroom Units. 900 square feet.

More than two-bedroom units. An additional 150 square feet for each additional bedroom.

C. **Elderly (Senior Citizen) Housing.** Living units classified as elderly (senior citizen) housing units shall have the following minimum floor areas per unit:

Efficiency Units. 440 square feet.

One Bedroom Units. 520 square feet.

More than one-bedroom units. An additional 80 square feet for each additional bedroom.

D. **Two Family, Quadraminiums and Townhouses Dwelling Units and Manor Homes.** Except as otherwise specified in the zoning district provisions or as allowed by conditional use permit, two family, quadraminiums, and townhouses dwelling units and manor homes, as classified below, shall have the following minimum floor area per one bedroom unit:

Two Family. 650 square feet first floor above grade, plus 100 additional square feet for each additional bedroom.

Quadraminiums, Townhouses and Manor Homes. 600 square feet first floor above grade, plus 100 additional square feet for each additional bedroom.

E. **Efficient Apartments.** Except for elderly (senior citizen) housing, the number of efficiency apartments in a multiple dwelling shall not exceed ten percent of the total number of apartments. In the case of elderly (senior citizen) housing, efficiency apartments shall not exceed 30 percent of the total number of apartments.

E. Assisted Living or Memory Care Dwelling Units. Except as otherwise specified in the zoning district provisions, assisted living and memory care units as classified below shall have the following minimum floor areas per unit:

Units without Kitchen Facilities: 330 square feet

Units with Kitchen Facilities: 370 square feet

919.07 Minimum Lot Area Per Unit.

The lot area per unit requirement for two family, townhouses, quadraminiums, manor homes, apartment multiple family dwelling units 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. Unless approved by conditional use permit a variance, Aareas qualifying as wetlands pursuant to this Ordinance, shall not be included in the calculation of total area.

919.08 Usable Open Space.

Except in the case of elderly (senior citizen) housing, memory care, or assisted living, each multiple family dwelling site shall contain at least 500250 square feet of usable open space as defined in Section 902.02 of this Ordinance for each dwelling unit contained thereof.

919.09 Two Family, Townhouse, Quadraminium, Manor Home, Multiple Family Uses.

A. No single townhouse structure shall contain more than five dwelling units.

B. Minimum unit lot frontage for townhouses shall be not less than 20 feet.

C. Subdivision of Two Family ~~Double Bungalows,~~ or Townhouse ~~or Quadraminium~~ Lots. The subdivision of base lots containing two family dwellings~~,~~ or townhouses~~, or quadraminiums~~ to permit individual private ownership of a single dwelling within such a structure is acceptable upon the approval by the City. Approval of a subdivision request is contingent on the following requirements:

1. Two ~~family, townhouses, and quadraminiums~~family and townhouse lots~~,~~ intended for owner occupancy shall be subdivided on an individual lot basis ~~according to the provisions of Chapter 933 (Planned Unit Development) of this Ordinance~~.
2. Prior to a two family ~~double bungalow~~ dwelling~~,~~ or townhouse ~~or quadraminium~~ subdivision, the base lot must meet all the requirements of the zoning district.
3. Except for planned unit developments, there shall be no more than one principal structure on a base lot in all residential districts. The principal structure on the base lot created in a two family~~,~~ or townhouse ~~or quadraminium~~ subdivision will be the portion of the attached dwelling existing or constructed on the platted unit lot.
4. Permitted accessory uses as defined by the zoning districts are acceptable, provided they meet all the zoning requirements.
5. A property maintenance agreement must be arranged by the applicant and submitted to the City Attorney for review and approval. The agreement shall ensure the maintenance and upkeep of the structure and lots to meet minimum City standards. The agreement is to be filed with the Hennepin County ~~Recorder's~~Recorder's Office as a deed restriction against the title of each unit lot.
6. Separate public utility service shall be provided to each subdivided unit and shall be subject to the review and approval of the City Engineer.
7. The subdivision is to be platted and recorded in conformance to the requirements of the Subdivision Regulations of the City.
8. Structural requirements of the Uniform Building Code at the time of subdivision are complied with.

D. Subdivision of multiple family, two family duplex~~, manor homes~~ and other such units.

1. The subdivision is to be platted and recorded in conformance with the requirements of the Subdivision Regulations of the City as applicable.
2. The subdivision shall comply with applicable cooperative or condominium laws of the State of Minnesota.

919.10 Minimum Lot Area, Unsewered Lots.

Lot sizes where public sewer is not available shall conform to the minimum requirements set forth below:

A. The minimum single family lot size is five acres. This minimum lot size shall not apply to smaller separate parcels of record in separate ownership lawfully existing prior to July 1, 1990, provided that it can be demonstrated by means satisfactory to the City that the small parcels will not result in groundwater, soil or other contamination which may endanger the public health.

B. Commercial developments and multiple family dwellings are not allowable uses.

C. Subject to the other provisions of the Zoning Ordinance other uses may be allowed by conditional use permit. The minimum lot size for each principal use is five acres. A conditional use permit shall not be granted unless it can be demonstrated by means satisfactory to the City that the use:

1. Will not result in groundwater, soil or other contamination which may endanger the public health.
2. Will not increase future City utility service demands and expense.
3. Will not jeopardize public safety and general welfare.

919.11 Single Family Dwellings.

All single family detached homes shall comply with all of the following standards:~~.~~

A. They must b~~B~~e constructed upon a continuous perimeter foundation that meets the requirements of this Ordinance and Uniform Building Code.

B. They may~~Shall~~ not be less than 30 feet in length and not less than 22 feet in width over that entire minimum length. Width measurements shall not take account of overhang and other projections beyond the principal walls. Dwelling shall also meet the minimum floor area requirements as set out in this Ordinance.

C. They must h~~H~~ave an earth covered, composition, shingled or tiled roof.

D. They must r~~R~~eceive a building permit. The application for a building permit in addition to other information required shall indicate the height, size, design and the appearance of all elevations of the proposed building and a description of the construction materials proposed to be used. The exterior architectural design of a proposed dwelling may not be so at variance with, nor so similar to, the exterior architectural design of any structure or structures already constructed or in the course of construction in the immediate neighborhood, nor so at variance with the character of the surrounding neighborhood as to ~~cause a significant depreciation in the property values of the neighborhood or~~ adversely affect the public health, safety or general welfare.

E. They must m~~M~~eet the requirements of the State Uniform Building Code or the applicable manufactured housing code.

919.12 Elevator Service.

Any multiple family dwelling over two stories in height shall be provided with elevator service.

920.11 Off-Street Parking and Loading Requirements.

A. **Calculating Space.**

1. Floor Area. The term ~~"~~"floor area~~"~~" for the purpose of calculating the number of off-street parking spaces required shall be determined based on the Gross Floor Area minus ten percent, except as may be hereinafter modified.

2. Computation. When in the process of determining the required number of off-street parking spaces, there occurs a fraction of a space, such fraction shall be deemed as the requirement for an additional parking space. Parking spaces shall not be counted toward meeting a parking requirement when they are sufficiently inconvenient to be of questionable use.

3. Places of Public Assembly. In stadiums, sports arenas, churches and other places of public assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each 18 inches of such seating facilities shall be counted as one seat for the purpose of determining requirements.

~~4. Floor Area. The term "floor area" for the purpose of calculating the number of off-street parking spaces required shall be determined based on the Gross Floor Area minus ten percent, except as may be hereinafter modified.~~

4. More than One Use. Except for a shopping center, should a structure contain two or more types of uses, the Gross Floor Area of each use shall be calculated and a ten percent reduction shall be made for non-productive space. For mixed-use buildings, the reduction may be increased to up to 20% subject to review of a floor plan that demonstrates no additional impact on parking demand, as determined by the Zoning Administrator. The resulting net usable floor space figure shall be utilized to determine the off-street parking requirement.

B. **Minimum Number of Spaces.** The minimum number of off-street parking and loading spaces for each use shall be as follows:

	Use	Number of Parking Spaces Required	Off-St. Loading Spaces Required
1.	Animal Clinics, Hospitals or Kennels	Six spaces plus one for each 200 sq. ft. of floor area over 10,000 sq. ft.	One space per structure
2.	~~Auditoriums~~Places of Assembly, Theaters~~, Religious Institutions~~ Excluding Drive-Ins	One space for each three permanent seats based on the design capacity of the main assembly hall. Facilities as may be provided in conjunction with such buildings or uses shall be subject to additional requirements	One space for each structure with over 100,000 sq. ft. of gross floor area

		which are imposed by this Code.	
3.	~~Automobile~~ Car ~~Washes~~Wash, Principal	~~Shall~~Four spaces per bay or stall ~~be determined by the type of car wash plus recommended stacking spaces as determined under 920.11.B.4 of this Section~~	One space per facility
~~4.~~	~~Automatic Drive Through Service~~	~~Two spaces for each bay plus stacking equivalent to five spaces for each bay.~~	~~One space per facility~~
~~5.~~	~~Self-Service Car Wash~~	~~Four spaces per bay.~~	~~One space per facility~~
~~46~~.	~~Motor Fuel Station~~ Car Wash Accessory	One space in addition to that required for the station.	N.A. in addition to that required for the station.
~~57~~.	~~Automobile~~Motor Vehicle Service ~~Stations~~	Five spaces plus three spaces for each service stall. Those facilities designed for sale of other items than strictly automobile products, parts or service shall be required to provide additional parking in compliance with other applicable sections of this Code.	One space
~~68~~.	~~Beauty of Barber Shops~~ Personal Services including hair and nail salons, therapeutic massage spa, tanning spa, and similar uses	One space for each 200 sq. ft. ~~Two spaces for each working station, plus two spaces for each three employees.~~ of floor area.	N.A.
~~79~~.	~~Boat~~Motor Vehicle Rental and ~~Marine~~ Sales	One space for each 400 sq. ft. of floor area for the first 25,000 sq. ft., plus one space for each 600 sq. ft. thereafter.	One space, plus one additional space for each 25,000 sq. ft. of gross floor area
~~10.~~	~~Boating Marinas and Yacht Clubs~~	~~Seven spaces for each ten boat or mooring spaces.~~	~~One space for each 20,000 square feet.~~
~~11.~~	~~Bowling Alleys~~	~~Five spaces for each lane or alley, plus additional spaces as may be required herein for related uses contained~~	~~One space for each structure with over 20,000 sq. ft. of gross floor area~~

		~~within the principal structure.~~	
~~8~~12.	~~Community Center, Physical Culture Studio, Libraries, Museums~~ Places of Assembly	Ten spaces plus one space for each 150 square feet in excess of 2,000 sq. ft. of floor area in the principal structure.	One space for each structure with over 100,000 sq. ft. of gross floor area.
~~9~~13.	~~Drive-in Convenience Food Establishment~~	~~One space for each 15 sq. ft. of service floor area, one space for each 80 sq. ft. of kitchen floor area and one space for each 40 sq. ft. of seating floor area, but not less than 15 spaces, plus two spaces per drive-thru window.~~	~~One space~~
~~14.~~9.	~~Drive-in Banks~~ Professional Services (Inc. Finance and Office Uses)	~~One space~~Three spaces for ~~every 350~~each 1,000 sq. ft. of floor area ~~plus stacking requirements determined under 715.31 of this section~~.	One space for buildings between 30,000 sq. ft. and 100,000 sq. ft. in gross floor area, plus one space for each additional 100,000 sq. ft.
~~15~~10.	Furniture Sales	One space for each 400 sq. ft. of floor area for the first 25,000 sq. ft., plus one space for each 600 sq. ft. thereafter.	One space plus one additional space for each 25,000 sq. ft. of gross floor area.
~~16~~11.	~~Group~~Child Day Care ~~Centers~~ Facility, General.	One space for each employee, plus one space for each four children.	One space
~~17~~12.	~~Housing for the~~ Elderly Care Facility	One space for each 1.5 dwelling units.	One space
~~18~~13.	Manufacturing	One space for each employee on the major shift or one space for each 300 sq. ft., whichever is greater.	One space for each 50,000 sq. ft. of gross floor area.
~~19~~14.	~~Medical or Dental Offices or~~Health Clinics	Six spaces for each doctor or dentist	One space per building
~~12~~15.	~~Motels, Hotels,~~ Lodging ~~or Boarding Houses~~	One space per Lodging unit, plus spaces equal to 25	One space per building

		percent capacity of any club or lodge.	
~~12~~16.	Dwellings, Multiple Family ~~Dwellings, Townhouses~~	Two fee free spaces for each living unit, of which one is to be enclosed.	One space for each multiple family building over four units.
~~22.~~	~~Nursing Homes, Rest Homes~~	~~One space for each four beds.~~	~~One space plus one additional space each 100,000 sq. ft. of gross floor area.~~
~~23~~17.	Office Buildings and Professional Offices, Other than Any Area for Doctors or Dentists; Banks, Public Administration Offices. Professional Services (Inc. Finance and Office Uses)	Three spaces for each 1,000 sq. ft. of floor area.	One space for buildings between over 10,000 sq. ft. and 100,000 sq. ft. in gross floor area, plus one space for each additional 100,000 sq. ft.
~~24.~~	~~Private or Private Non-Profit Baseball Fields, Stadiums~~	~~One space for each eight seats of design capacity.~~	~~One space for each structure with over 100,000 sq. ft. of gross floor area.~~
~~25.~~18.	~~Restaurants, Private Clubs, Lodges,~~ Food ~~Dispensing~~and Beverage Establishments ~~(Except Drive-In Restaurants)~~	~~15.2 spaces for each 1,000 sq. ft. of floor area~~ Seating Area: One space per 75 sq. ft. Bar Area: One space per 40 sq. ft. Kitchen Area and all other areas: One space per 150 sq. ft.	One space for each 10,000 sq. ft. of gross floor area.
~~26~~19.	~~Retail Commercial Uses, Except as Prescribed Herein.~~ Retail	Three spaces for each 1,000 sq. ft. of floor area	One space for the first over 10,000 sq. ft. of gross floor area, plus one space for each additional 50,000 sq. ft.
~~27~~20.	Retail ~~Sales and Service Business~~ With (50 percent or More of Gross Floor Area Devoted to Storage, Warehouses and/or Industry)	Eight spaces or one space for each 200 sq. ft. devoted to public sales or service plus one space for each 500 sq. ft. of storage area.	One space for the first over 10,000 sq. ft. of gross floor area, plus one space for each additional 50,000 sq. ft.
~~28~~21.	~~School, Elementary and Junior High, (Public or Private)~~ Educational Facilities that are	One space for each classroom plus one space for each 50 students of	One space for each structure with over 100,000 sq. ft. of gross floor area.

	less than 5,000 square feet. This includes tutoring facilities.	capacity. Adequate space shall be allowed for the dropping off and/or picking up of students as determined by the City ~~Council~~Engineer.	
~~29~~22.	School, ~~High School (~~Public or Private~~)~~ including: elementary schools, junior high/middle schools, high schools and college/trade schools	~~One~~Elementary and junior high/middle schools: 1 space ~~for each five students based~~per staff member on ~~design capacity. Adequate~~the largest shift, plus 1 space ~~shall be allowed for the dropping off and/or picking up of~~ per 2 classrooms. High schools: 1 space per staff member on the largest shift, plus 1 space per 5 students. College/trade schools: 1 space per staff member on the largest shift, plus 1 space per 2 students ~~as determined by~~of the ~~City Council.~~ largest class attendance period.	One space for each structure with over ~~nd~~and 100,000 sq. ft. of gross floor area.
~~23~~23.	Shopping Center	One space for each 150 sq. ft. of floor area.	One space or the first 10,000 sq. ft. of gross leasable area plus one space for each additional 50,000 sq. ft. or part thereof.
~~23~~24.	Dwellings, Single Family~~,~~ or Two-Family ~~Dwellings~~ Detached	Two spaces per family unit.	N.A.
~~32.~~	~~Warehousing~~	~~One space for each 1,000 sq. ft. of floor area. That space which is solely used as office shall comply with the office use.~~	~~Determined by the Zoning Administrator~~

~~33~~25.	Micro-production Facility	One space for each 1,000 sq. ft. of floor area.	
~~34~~26.	Taproom/Tasting Room	One space for each 40 sq. ft. of floor area.	
~~35~~27.	Brewpub	One space for each 1,000 sq. ft. of Micro-brewing production floor area; one space for each 40 sq. ft. of floor area of dining and bar area; and one space for each 80 sq. ft. of floor area of kitchen area.	
28.	Personal fitness clubs and health clubs	One space for each 300 sq. ft. of floor area	

C. **Non-Specified Uses.** For uses not specifically listed above, off-street parking and loading requirements shall be computed by the Zoning Administrator on the same basis as required for the most similar listed uses~~.~~, building occupancy, projected demand, or parking study. (N.A. = Not Applicable).

902.02 Definitions.

The following words and terms, wherever they occur in this Ordinance, shall be interpreted as herein defined:

"Abutting" means making direct contact with or immediately bordering.

"Accessory Structure" means a subordinate building, item, or structure which is located on the same lot on which the main building is situated and which is reasonably necessary, appropriate and incidental to the conduct of the primary use of such building. Accessory structures include pools, pergolas, play structures, gazebos and similar structures.

“Accessory Use” A use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure. Accessory uses are listed in corresponding zoning district standards.

"Addition" means a physical enlargement of an existing structure.

"Adjacent" means in close proximity to or neighboring, not necessarily abutting.

“Adult Day Care” means a program operating less than twenty-four (24) hours per day that provides functionally impaired adults with an individualized and coordinated set of services including health services, social services, and nutritional services that are directed at maintain or improving the participants capabilities for self-care.

"Adult Uses" include adult bookstores, adult motion picture theatres, adult motion picture sales/rentals, adult mini-motion picture theatres, adult massage parlors, adult steam room/bathhouse/sauna facilities, adult companionship establishments, adult rap/conversation parlors, adult health/sport clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotels/motels, adult body painting studios, and other premises, enterprises, establishments, businesses or places open to some or all members of the public, at or in which there is an emphasis on the presentation, display, depiction or description of "specified sexual activities" or "specified anatomical areas" which are capable of being seen by members of the public. Activities classified as obscene as defined by Minn. Stats. § 617.241, as may be amended, are not included.

A. **"Specified Anatomical Areas"** means:

1. Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

B. **"Specified Sexual Activities"** means:

1. Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts or conduct: anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or
2. Clearly depicted human genitals in the state of sexual stimulation, arousal or tumescence; or
3. Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
4. Fondling or touching of nude human genitals, pubic region, buttocks, or female breast; or
5. Situations involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding or other physical restraint of any such persons; or
6. Erotic or lewd touching, fondling or other sexually-oriented contact with an animal by a human being; or

7. Human excretion, urination, menstruation, vaginal or anal irrigation.

C. **"Adult Uses—Accessory"** means the offering of retail goods for sale which are classified as adult uses on a limited scale and which are incidental to the primary activity and goods and/or services offered by the establishment. Examples of such items include the sale of adult magazines, the sale and/or rental of adult motion pictures, the sale of adult novelties, and the like.

D. **"Adult Uses—Principal."** means the offering of goods and/or services which are classified as adult uses as a primary or sole activity of a business or establishment and include, but are not limited to, the following:

1. **"Adult Use—Body Painting Studio."** An establishment or business which provides the service of applying paint or other substance, whether transparent or non-transparent, to or on the body of a patron when such body is wholly or partially nude in terms of "specified anatomical areas."

2. **"Adult Use—Bookstore."** A building or portion of a building used for the barter, rental or sale of items consisting of printed matter, pictures, slides, records, audio tape, videotape, or motion picture film if such building or portion of a building is not open to the public generally but only to one or more classes of the public extending any minor by reason of age or if a substantial or significant portion of such items are distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas."

3. **"Adult Use—Cabaret."** A building or portion of a building used for providing dancing or other live entertainment, if such building or portion of a building excludes minors by virtue of age or if such dancing or other live entertainment is distinguished or characterized by an emphasis on the presentation, display, depiction of "specified sexual activities" or "specified anatomical areas."

4. **"Adult Use—Companionship Establishment."** A companionship establishment which excludes minors by reason of age, or which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

5. **"Adult Use—Conversation/Rap Parlor."** A conversation/rap parlor which excludes minors by reason of age, or which provides the service of engaging in or listening to conversation, talk, or discussion, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

6. **"Adult Use—Health/Sport Club."** A health/sport club which excludes minors by reason of age, or if such club is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

7. **"Adult Use—Hotel or Motel."** Adult hotel or motel means a hotel or motel from which minors are specifically excluded from patronage and wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexually activities" or "specified anatomical areas."

8. **"Adult Use—Massage Parlor, Health Club."** A massage parlor or health club which restricts minors by reason of age, and which provides the services of massage, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

9. **"Adult Use—Mini-Motion Picture Theatre."** A building or portion of a building with a capacity for less than 50 persons used for presenting material if such building or portion of a building as a prevailing practice excludes minors by virtue of age, or if such material is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

10. **"Adult Use—Modeling Studio."** An establishment whose major business is the provision, to customers, of figure models who are so provided with the intent of providing sexual stimulation or sexual gratification to such customers and who engage in "specified sexual activities" or display "specified anatomical areas" while being observed, painted, painted upon, sketched, drawn, sculptured, photographed, or otherwise depicted by such customers.

11. **"Adult Use—Motion Picture Arcade."** Any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled or operated still or motor picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas."

12. **"Adult Use—Motion Picture Theatre."** A building or portion of a building with a capacity of 50 or more persons used for presenting material if such building or portion of a building as a prevailing practice excludes minors by virtue of age or if such material is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

13. **"Adult Use—Novelty Business."** A business which has as a principal activity the sale of devices which stimulate human genitals or devices which are designed for sexual stimulation.

14. **"Adult Use—Sauna."** A sauna which excludes minors by reason of age, or which provides a steam bath or heat bathing room used for the purpose of bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent, if the service provided by the sauna is distinguished of characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

15. **"Adult Use—Steam Room/Bathhouse Facility."** A building or portion of a building used for providing a steam bath or heat bathing room used for the purpose of pleasure, bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent if such building or portion of a building restricts minors by reason of age of if the service provided by the steam room/bathhouse facility is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

"Alley." A public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on a street.

“Amusement, Indoor” An establishment with recreational or entertainment activities housed within a structure. The activities may include commercial bowling alleys, billiard halls, game centers, and swimming pools.

“Animal Clinic.” A medical veterinary facility licensed by the State of Minnesota for the treatment, but not grooming or day care, of household pets, and operated only during daytime and evening business hours (not overnight) by a licensed veterinarian for diagnosis, treatment, correction, relief, or prevention of animal disease, deformity, defect, injury, or other physical or mental conditions; the performance of obstetrical procedures for animals, including determination of pregnancy and correction of sterility or infertility; and the rendering of advice or recommendations with regard to any of the above.

“Animal Clinics, Hospitals and Kennels” A medical veterinary facility or hospital licensed by the State of Minnesota for the treatment, of household pets, and operated by a licensed veterinarian for diagnosis, treatment, correction, relief, or prevention of animal disease, deformity, defect, injury, or other physical or mental conditions; the performance of obstetrical procedures for animals, including determination of pregnancy and correction of sterility or infertility; and the rendering of advice or recommendations with regard to any of the above. Accessory activities such as boarding, grooming or daycare are permitted.

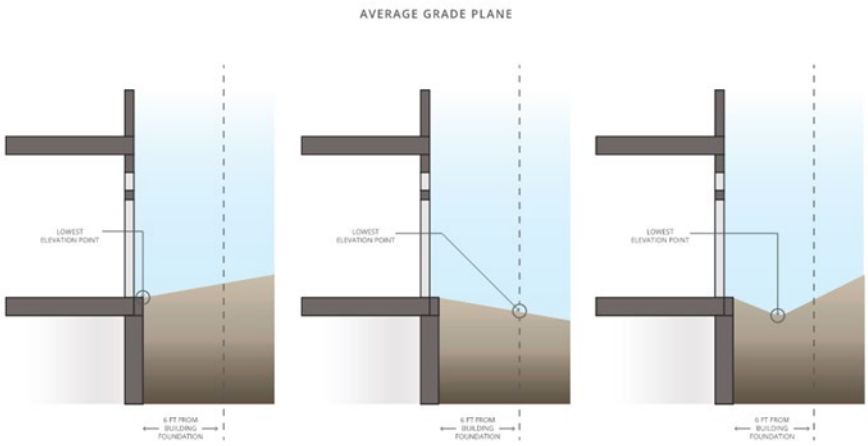
“Animals, Domestic.” For purposes of this Ordinance, domestic animal shall be defined as house pets such as dogs, cats, and birds which can be contained within a principal structure throughout the entire year,

provided that the containment can be accomplished without special modification to the structure requiring a building permit from the City.

“Applicant.” The owner, their agent or person having legal control, ownership and/or interest in land which the provisions of this Ordinance are being considered for or reviewed.

“Attic.” Space of a building located directly under a roof which is not directly free and open to the public and is unfinished or finished only to a limited degree to provide for inactive storage and/or mechanical equipment. Said space shall not be occupied or actively utilized. Under the provision of this Ordinance, said space shall not constitute a story, and shall not be included in space calculations for parking.

"Average Grade Plane." A reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building, whichever is closer.



“Basement.” Any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined herein.

“Bay.” Cantilevered area of a room.

“Block.” A tract of land bounded by streets, or a combination of streets and public parks, railroad rights-of-way, shorelines, waterways or boundary lines of the corporate limits of the City.

“Boarder.” One who receives regular meals and/or regular meals and lodging for pay.

“Boundary Lines.” Any line indicating the bounds or limits of any tract or parcel of land; also a line separating the various use districts as shown on the City's Zoning Map.

“Brewery.” A facility that produces for sale beer, ale, malt liquor, or other beverages made from malt by fermentation and containing not less than one-half of one percent alcohol by volume. A brewery may include a taproom.

“Brewpub.” A Brewery that operates a restaurant on the same premises as the Brewery, whose malt liquor production per calendar year may be limited by Minnesota State Statute.

“Buffer.” The use of land, topography (difference in elevation), space, fences or landscape plantings to screen or partially screen a use or property from the vision of another use or property.

“Buildable Area.” The space remaining on a lot after the minimum setback and open space requirements of this Ordinance have been met.

“Building.” Any structure having a roof which may provide shelter or enclosure of persons, animals or chattels. When such structure is divided by party walls without opening, each portion of such building so separated shall be deemed a separate building.

“Building Height.” The vertical distance above a Grade Plane measured to the highest point of the coping of a flat roof, to the deck line of a mansard roof, to the uppermost point on a shed, round or arch type roof, or to the average height of the highest gable of a pitched, hipped or gambrel roof. Modifications to the site grading that would affect the grade plane of a lot shall not be undertaken as a means of achieving increased building height, unless approved by the City Council. The height of a stepped or terrace building is the maximum height of any segment of the building.

“Building Line.” A line parallel to the street right-of-way or ordinary high water level at any story level of a building and representing the minimum distance which all or any part of the building is set back from said right-of-way or ordinary high water level.

“Building Setback.” The minimum horizontal distance between the building and the lot line.

“Car Wash, Accessory”. A structure or portion of a structure where customers can wash vehicles indoors and the use is subordinate to the principal use on the property.

“Car Wash, Principal”. A structure where customers can wash vehicles indoors and the use is the only land use, or principal use, on the property.

"Cellar." That portion of a building between the floor and ceiling which is wholly or partly below grade and is so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

"Cemeteries and Memorial Gardens." A site or property set apart for the burial or interment of the human dead.

"Channel." A natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct water either continuously or periodically.

"Child Day Care Facility, General." Any facility licensed by the State of Minnesota, public or private, which provides the care of a child in a building outside the child’s own home for gain or otherwise on a regular basis, for any part of a 24 hour day. Day care facilities include, but are not limited to, family day care homes, group family day care homes, day care centers, day nurseries, nursery schools, daytime activity centers, day treatment programs and day services as defined by Minn. Stats 245A.

“Child Day Care Facility, 12 or Fewer Children”. Any private facility licensed by the State of Minnesota, which provides the care of a child in a residence outside the child’s own home located within a private residence, for gain or otherwise on a regular basis, for any part of a 24 hour day.

"City Council." The governing body for the City of Wayzata.

"Clubs or Lodges." A non-profit association of persons who are bona fide members paying annual dues, with the use of the premises being restricted to members and their guests.

"Cluster Development." The development pattern and technique whereby structures are arranged in closely related groups to make the most efficient use of the natural amenities of the land as accomplished through a planned unit development.

"Common Open Space." Any privately owned open space including private parks, nature areas, playgrounds, trails, and recreational buildings and structures which is an integral part of a development and is not owned on an individual basis by each owner of the dwelling unit.

“Colleges, Seminaries and other Institutions of Higher Education.” A public or private accredited school that provides an educational program or specialized instruction for persons who have graduated from 12th grade.

"Community Center." A building or a room or group of rooms within a building designed specifically as a gathering place for the general public or for a specific segment of the general public and operated on a non-profit basis.

"Comprehensive Plan." A comprehensive long-range plan prepared and approved by the City, including a compilation of policy statements, goals, standards, fiscal guidelines, and maps indicating the general locations recommended for the various functional classes of land use, places and structures, and for the general physical development of the City, including any unit or part of such plan separately adopted and any amendment to such plan or parts thereof.

"Concept Plan." A report in map and text form submitted as the first stage of a Planned Unit Development (PUD) proposal, depicting the location, general purpose, general type of land use and circulation patterns, primary relationships between site elements and between the proposed development and surrounding development, proposed general schedule of development, and information on the applicant.

"Conditional Use." Those occupations, vocations, skills, arts, businesses, professions, or uses specifically designated in each zoning district, which for the respective conduct or performance in such designated districts may require reasonable, but special, unusual or extraordinary limitations peculiar to the use for the protection, promotion and preservation of the general public welfare, health, and safety, and the integrity of the City Comprehensive Plan.

"Conditional Use Permit." A permit issued by the City Council in accordance with procedures specified in this Ordinance, as a flexibility device to enable the City Council to assign dimensions to a proposed use or conditions surrounding it after consideration of adjacent uses and their functions and the special problems which the proposed use presents.

"Curb Level." The elevation of the established curb in front of a building measured at the center of such front. Where no curb level has been established, the engineering staff shall determine a curb level or its equivalent for the purpose of this Ordinance.

"Density, Residential." A number expressing the relationship of the number of dwelling units to an acre of land as established in the Comprehensive Plan.

"Deposition." Any rock, soil, gravel, sand or other material deposited naturally or by man into a waterbody, watercourse, floodplains or wetlands.

"Design Guidelines." The Wayzata Design Guidelines as amended.

"Distillery." A facility that produces Ethyl Alcohol, hydrated oxide of ethyl, spirits of wine, rum, brandy, gin, or other distilled spirits, including all dilutions and mixtures thereof, for non-industrial use. A distillery may include a tasting room.

"Diversion." A channel that intercepts surface water runoff and that changes the accustomed course of all or part of a stream.

"Draining." The removal of surface water or groundwater from land.

"Dredging." To enlarge or clean-out a waterbody, watercourse, or wetland.

“Drive-Thru Sales and Service”. A facility which accommodates automobiles and from which the occupants of the automobiles may make purchases or transact business, including the stacking spaces in which automobiles wait.

“Dry Cleaning or Laundry.” A use involving the cleaning or dyeing of fabrics with the use of mechanical appliances.

"Dwellings, Accessory Units." A living unit that can be located within the walls of an existing or newly constructed home, or that can be an addition to an existing home. It can also be contained within a freestanding structure on the same lot as the principal residence or structure.

"Dwellings, Detached." Three or more separate units located on one parcel.

"Dwelling, Housing for the Elderly". A public agency owned or controlled multiple dwelling building with open occupancy limited to persons over 62 years of age.

"Dwellings, Multiple Family." A building designed with three or more dwelling units exclusively for occupancy by three or more families living independently of each other, either wholly attached or partially detached with separate housekeeping and kitchen facilities for each unit.

Dwellings, Multiple Family, Upper Stories. A building designed with three or more dwelling units exclusively for occupancy by three or more families living independently of each other, either wholly attached or partially detached with separate housekeeping and kitchen facilities for each unit on the upper level of a mixed-use structure.

"Dwelling, Single-Family Detached." A dwelling unit designed exclusively for occupancy by one family and is not attached to another dwelling or structure.

"Dwellings, Townhomes." A residential structure housing three or more dwelling units contiguous to each other only by the sharing a common wall(s), each such unit having a separate primary entrance to the exterior of the building at or near grade level, such structures to be of the townhome type as contrasted to multiple apartment structures. The term townhome is synonymous with the term townhouse.

"Dwelling, Two Family Detached." A residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each.

"Dwelling Unit." A residential building or portion thereof intended for occupancy by one or more persons with facilities for living, sleeping, cooking and eating, but not including hotels, motels, nursing homes, seasonal cabins, boarding or rooming houses, motor homes or travel trailers.

"Earth Berm." (House Construction) An earth covering on the above grade portions of the building walls.

"Earth Sheltered Building." A building so constructed that 50 percent or more of the completed structure is covered with earth. Earth covering is measured from the lowest level of the livable space in residential units and of usable space in non-residential buildings. An earth sheltered building is a complete structure that does not serve just as a foundation or sub-structure for above grade construction. A partially covered building shall not be considered earth sheltered.

"Easement." A grant by an owner of land for a specific use by persons other than the owner.

"Educational Facilities". A public or private establishment for educational instruction not providing residential accommodation.

"Elevator Penthouse." An enclosure located on the top of a building which houses the working mechanisms of an elevator.

"Engineer." The registered engineer employed or retained by the City, unless otherwise stated.

"Erosion." The wearing away of land surface by the action of natural elements.

"Essential Services." The erection, construction, alteration or maintenance by public utilities or Municipal departments of underground or overhead telephone, gas, electrical, steam, hot water, communication or water transmission, distribution, collection, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, dire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories in connection therewith for the furnishing of adequate service by such private or public utilities or Municipal departments.

"Family." An individual or two or more persons related by blood, marriage, adoption or a group of not more than six persons who need not be related by blood or marriage living together in a dwelling unit.

"Fence Related."

A. **"Fence"** shall mean a partition, wall, hedge, row(s) of continuous plantings, or gate erected as a dividing marker, visual or physical barrier, or enclosure.

   1. **"Man Made Fence"** shall mean a partition or wall constructed of wood, metal, masonry, brick, stone, concrete, and the like.

   2. **"Natural Hedge or Planting"** shall mean a divider or barrier comprised of vegetation materials.

B. **"Fence Height"** shall mean the distance from the adjacent finished grade to the highest projection of a fence structure, not including support posts, provided that the support posts are no more than four inches above the fence structure.

"Filling." The act of depositing any rock, soil, gravel, sand or other material so as to fill a waterbody, watercourse, or wetland.

"Floodplain Overlay District Related."

A. **"Base Flood Elevation."** The elevation of the regional flood. The term base flood elevation is used in the flood insurance survey.

B. **"Basement."** Any area of a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

C. **"Development."** Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations, or storage of equipment or materials.

D. **"Equal Degree of Encroachment."** Method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

E. **"Flood."** A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

F. **"Flood Frequency."** The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

G. **"Flood Fringe."** That portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study for the City.

H. **"Flood Insurance Rate Map (FIRM)."** An official map on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

I. **"Floodplain."** The beds proper and the areas adjoining a wetland, lake, or watercourse which have been or hereafter may be covered by the regional flood.

J. **"Flood-Proofing."** A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

K. **"Floodway."** The bed of a wetland or lake and the channel of a watercourse, and those portions of the adjoining floodplains which are reasonably required to carry or store the regional flood discharge.

L. **"Lowest Floor."** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is

not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR Part 60.3.

M. **"Manufactured Home."** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."

N. **"New Construction."** Structures, including additions and improvements, and placement of manufactured homes, for which the start of construction commenced on or after the effective date of this Ordinance.

O. **"Obstruction."** Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure or matter in, along across, or projecting into any channel, watercourse, or regulatory floodplain which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.

P. **"One Hundred Year Floodplain."** Lands inundated by the regional flood.

Q. **"Reach."** A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or manmade obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

R. **"Recreational Vehicle."** A vehicle that is built on a single chassis, is 40 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this Ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

S. **"Regional Flood."** A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the one percent chance or 100-year recurrence interval. Regional flood is synonymous with the term "base flood" used in a Flood Insurance Study.

T. **"Regulatory Flood Protection Elevation."** An elevation not less than one foot above the elevation of the regional flood plus any increase in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

U. **"Repetitive Loss."** Flood related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25 percent of the market value of the structure before the damage occurred.

V. **"Special Flood Hazard Area."** A term used for flood insurance purposes synonymous with "One Hundred Year Floodplain."

W. **"Start of Construction."** Substantial improvement, and means the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement that occurred before the permit's expiration date. The actual start is either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

X. **"Structure."** Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, recreational vehicles not meeting the exemption criteria specified in Chapter 993 of this Ordinance, and other similar items.

Y. **"Substantial Damage."** Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Z. **"Substantial Improvement."** Within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions.

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." For the purpose of this Ordinance, "historic structure" is as defined in 44 CFR part 59.1.

"Floor Area, Gross." The sum of the gross horizontal areas of all floors of the building or portion thereof devoted to a particular use, including accessory storage areas located within selling or working space such as, activities to the production or processing of goods, or to business or professional offices. However, the floor area shall not include basement or cellar floor area other than area devoted to retailing activities, the production or processing of goods, or to business or professional offices. The floor area of a residence shall not include the cellar area.

"Floor Area Ratio (F.A.R.)." The floor area of a building or buildings on any lot divided by the area of such lot, or in the case of planned developments by the net site area. The floor area ratio requirements as set forth under each zoning district shall determine the maximum floor area allowable for a building or buildings (total floor area of both principal and accessory buildings) in direct ratio to the gross area of the zoning lot.

“Food and Beverage Establishment”. A building, structure, enclosure or any part of a building, structure or enclosure used as, maintained as, advertised as, or held out to be an operation that prepares, services or otherwise provides food, beverages, or both for human consumption.

"Footprint." The outline of the foundation of a building, including that portion of an upper story that is occupied and/or actively utilized.

"Frontage." That boundary of a lot which abuts an existing or dedicated public street, watercourse or similar barrier.

"Garage, Private (Residential)." An accessory building or accessory portion of the principal building which is intended for and used for storage for the family or families resident upon the premises, and in which no business service or industry is carried on.

"Grading." Changing the natural or existing topography of land.

“Greenhouse, Residential” A structure that is constructed primarily of glass, glass-like or translucent material which is devoted to the protection of cultivation of food or ornamental crops to be located on residential properties.

"Growler." A specially designed 64-ounce beer container for exclusive off-sale of micro-production facility beer. A growler shall have the following packaging requirements:

A. Growlers shall bear a twist-type closure, cork, stopper or plug.

B. At the time of sale, paper or plastic adhesive band, strip, or sleeve shall be applied to the container and extended over the top of the closure, forming a seal.

C. The growler and/or band, strip or sleeve shall bear the name and address of the brewer, and the container shall be identified as malt liquor, contain the name of the malt liquor, and shall be considered intoxicating liquor unless labeled otherwise.

"Health Club." A facility of over 3,000 square feet which provides athletic activities which may include tennis, handball, racquetball, track, basketball, exercise devices, etc. and such incidental amenities and services such as a whirlpool, sauna or massage service for members and guests.

"Halfway House." A facility licensed by the State Department of Health or Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the person's own home.

"Hardship." A situation where property in question cannot be put to a reasonable use under the conditions allowed by the official controls; the plight of the landowner is due to circumstances unique to his property, not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute a hardship if a reasonable use for the property exists under terms of the official controls.

"Health Clinics". A structure for providing medical, dental and other health services for examination and services available to the public. The service is provided without overnight care available.

"Home Occupation." Any occupation or profession engaged in by the occupant of a residential dwelling unit, which is clearly incidental and secondary to the residential use of the premises and does not change the character of said premises.

"Horses, Keeping of". Maintenance of horses on the property as an accessory use to the principal use.

"Hospitals, Residential Care Facilities, Extended Care Facilities, Rest Homes and other Elderly Care Facilities". Licensed establishments where patients are admitted for medical, surgical, or psychiatric treatment for outpatient and/or inpatient, overnight accommodation. A licensed facility that provides medical, nutritional, or housekeeping services for the elderly on a periodic or permanent basis. A facility licensed by the State Department of Health or Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot be furnished in the person's own home.

"Impervious Surface." A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increase rate of flow than prior to development. Examples include rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

"Landscaping." Plantings such as trees, flowers, grass and shrubs and improvements directly related thereto.

"Land Reclamation." The process of the re-establishment of acceptable topography (i.e. slopes), vegetative cover, soil stability and the establishment of safe conditions appropriate to the subsequent use of the land.

"Liquor Store". An off- or on-sale retail establishment that sells alcoholic beverages.

"Loading Space (Off-Street)." A space or berth on the same lot with a building, or contiguous to a group of buildings, for the temporary parking of a vehicle or truck while loading or unloading merchandise or materials and which abuts upon a street, alley or other appropriate means of access.

"Lodging." Any building or portion thereof occupied as a temporary abiding place of individuals used, designated or intended to be used, let or hired out to be occupied, whether the compensation be paid directly or indirectly.

"Lot." A parcel or portion of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street.

"Lot (of Record)." Any lot which is one unit of a plat heretofore duly approved and filed, or one unit of an auditor's outlot or a registered land survey, or a parcel of land not so platted, subdivided or registered but for which a deed, auditor's subdivision or registered land survey has been recorded in the Office of the Register of Deeds or Registrar of Titles for Hennepin County, Minnesota, prior to the effective date of this Ordinance.

"Lot Area." The total land area of a horizontal plane within the lot lines.

"Lot, Base." Lots meeting all specifications in the zoning district prior to being subdivided into a two-family dwelling subdivision.

"Lot, Corner." A lot situated at the intersection of two streets, the interior angle of such intersection not exceeding 135 degrees.

"Lot Coverage." The area of a lot occupied by the principal building or buildings and all accessory buildings.

"Lot Depth." The shortest horizontal distance between the front lot line and the rear lot line measured from a 90 degree angle from the street right-of-way within the lot boundaries.

"Lot, Double Frontage." An interior lot having frontage on two streets.

"Lot, Front." The front of a lot shall be considered to be that boundary abutting a public right-of-way having the least width.

"Lot Improvement." Any building, structure, place, work of art, or other object, or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.

"Lot, Interior." A lot, other than a corner lot, including through or double frontage lots.

"Lot Line." A property boundary line of any lot held in single or separate ownership; except that where any portion of the lot extends into the abutting street or alley, the lot line shall be deemed to be the street or alley right-of-way.

"Lot Line, Rear." That boundary of a lot which is opposite the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line ten (10') feet in length within the lot, parallel to and at the maximum distance from the front lot line.

"Lot, Reversed Frontage." A lot in which the frontage is at right angles, or approximately right angles, to the general pattern in the area involved. A reversed frontage lot may be a corner lot or an interior lot.

"Lot, Substandard." A lot or parcel of land for which a deed has been recorded in the Office of the Hennepin County Recorder upon or prior to the effective date of this Ordinance which does not meet the minimum lot area, structure setbacks or other dimensional standards of this Ordinance.

"Lot, Through." A lot fronting on two parallel streets.

"Lot, Unit." Lots created from the subdivisions of a two-family dwelling having different minimum lot size requirements than the conventional base lots within the zoning district.

"Lot Width." The minimum required horizontal distance between the side lot lines measured at right angles to the lot depth, at the minimum building setback line. If no setback line is established, the distance between the side lot lines measured along the public right-of-way.

"Malt Liquor." Any beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.

“Manufacturing”. A building where compounding, assembly, packaging, treatment or storage of products and materials occurs.

"Medical and Dental Clinic." A structure intended for providing medical and dental examinations and service available to the public. This service is provided without overnight care available.

"Metes and Bounds Description." A description of real property which is not described by reference to a lot or block shown on a map but is described by starting at a known point and describing the bearings and distances of the lines forming the boundaries of the property or delineating a fractional portion of a section, lot or area by described lines or portions thereof.

"Micro-Production Facilities." A facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption. Micro-production facilities include breweries, brewpubs, wineries, and distilleries.

"Minerals." Soil, clay, stone, sand and gravel and other similar solid material or substance to be mined from natural deposits.

“Mixed-Use Buildings.” A building with multiple principal uses.

"Model Home." A home which is similar to others in a development and which is open to public inspection for the purpose of selling said other homes.

“Monument Sales, excluding Processing”. An establishment that sells and displays a statue or structure that is installed in memory of the dead, excluding processing and manufacturing of the statue or structure.

“Mortuaries or Funeral Homes”. An establishment that provides a variety of uses for funeral services as defined in state statutes.

"Motel/Motor Hotel." A building or group of detached, semi-detached or attached buildings containing guest rooms or units, each of which has a separate entrance directly from the outside of the building, or corridor, with garage or parking space conveniently located to each unit, and which is designed, used or intended to be used primarily for the accommodation of transient guests traveling by automobile.

"Motor Fuel Station." A place where gasoline is stored only in underground tanks, kerosene or motor oil and lubricants or grease, for operation of automobiles, are retailed directly to the public on premises, and including minor accessories and services for automobiles, but not including automobile major repairs and rebuilding.

“Motor Vehicle Rental and Sales”. An establishment where motor vehicles that are licensed by the Minnesota Department of Natural Resources or the Minnesota Department of Motor Vehicles and are stored and displayed for rent or sale.

“Motor Vehicle Service.” An establishment where general repair, including rebuilding or reconditioning engines, motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall painting or paint job; vehicle steam cleaning, installation of audio system, painting and upholstering, replacement of parts, tires, and glass, and other associated repair to passenger automobiles and trucks not exceeding 12,000 pounds gross weight.

"Non-Conforming Structure, Use, or Lot, Illegal." A lot, building, structure, premises, or use illegally established when it was initiated, created, or constructed, which did not conform with the applicable conditions or provisions of the City Code for the district in which the structure or use is located.

"Non-Conforming Structure, Use, or Lot, Legal." A lot, building, structure, premises, or use lawfully established when it was initiated, created, or constructed, which does not now conform with the applicable conditions or provisions of this Ordinance for the district in which the structure or use is located.

"Noxious Matter or Material." Material capable of causing injury to living organisms by chemical reaction, or capable of causing detrimental effects on the physical or economic well-being of individuals.

"Obstruction." Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure or matter in, along, across or projecting into any channel, watercourse or regulatory floodplain which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.

"Occupancy." The purpose for which a building is used or intended to be used. The term shall also include the building or room housing such use. Change of occupancy is not intended to include change of tenants or proprietors.

"Open Space." Any open area not covered by structures, including, but not limited to, the following uses, required or established yard areas, parking areas, sidewalks, school walks, trails, recreation areas, water bodies, shorelands, watercourses, wetlands, groundwater recharge areas, floodplain, floodway, flood fringe, erodible slopes, woodland, and soils with severe limitation for development.

"Overburden." The earth, rock and other materials that lie above a natural deposit of mineral.

"Outlot." A lot remnant or parcel of land left over after platting, which is intended as open space or other future use, and upon which no structure is to be located and for which no building permit shall be issued.

"Owner." An individual, association, syndicate, partnership, corporation, trust or any other legal entity holding an equitable or legal ownership interest in land, buildings, structures, dwelling unit(s) or other property.

"Parcel." An individual lot or tract of land.

"Parking Garages/Lots." Any off-street area that is artificially surfaced or any structure that is designed for the temporary location and parking of vehicles.

"Parking and Loading Areas and Structures." A space or berth on the same lot with a building or contiguous to a group of buildings for the temporary parking of a vehicles or truck while loading or unloading merchandise or materials.

"Parking Space (Off-Street)." An area of such shape and dimensions as provided by this Ordinance, enclosed in the principal building, in an accessory building, or unenclosed, sufficient in size to store one motor vehicle, which has adequate access to a public street or alley and permitting satisfactory ingress and egress of an automobile.

"Performance Standard." Criterion established for setbacks, fencing, landscaping, screening, drainage, accessory buildings, outside storage and to control noise, odor, toxic or noxious matter, vibration, fire and explosive hazards, or glare or heat or other nuisance elements generated by or inherent in uses of land or buildings.

"Permitted Use." A use which may be lawfully established in a particular district or districts, provided it conforms with all requirements, regulations, and performance standards (if any) of such districts.

"Person." Any individual or legal entity.

"Personal Fitness Club." A facility that provides personal fitness classes with a floor area of under 3,000 square feet. These facilities include yoga and pilates studios, small gym facilities and similar boutique classes.

"Personal Services." Commercial services that result in the physical delivery of a process to a person or group of less than ten (10) people to whom it is directed rather than a salable product**.** Personal services include hair and nail salons, therapeutic massage spas, tanning spas and similar uses.

"Places of Assembly." A building or portion of a building used or designed for the gathering together of 50 or more persons for such purposes as meetings, conferences, celebration, worship, entertainment, and/or amusement.

"Planned Unit Development."

A. As a conditional use permit, a development procedure whereby internal site design standard deviations from this Ordinance may be allowed in order to accommodate two or more principal structures, and/or facilitates improved site design and operation as specified in Chapter 933 of this Ordinance.

B. As a zoning district, a development procedure whereby a mixing of buildings and uses can occur which cannot be otherwise addressed under this Ordinance, and/or whereby internal site design standard deviations from this Ordinance may be allowed to improve site design and operation, as specified in Chapter 933 of this Ordinance.

"Planning Commission." The Wayzata Planning Commission.

"Post Offices." A structure that houses the establishment that is a public department responsible for the mail services

"Principal Use." The main use of land or buildings as distinguished from subordinate or accessory uses. A "principal use" may be either permitted or conditional.

"Professional Services (inc. Finance and Office Uses)". An establishment for the purposes of providing services in which the practitioner must have special training, a professional degree, or license in a particular profession such as accountant or engineer.

"Protective Covenants." Contracts entered into between all owners and holders of mortgage constituting a restriction on the use of property within a subdivision for the benefit of the property owners and providing mutual protection against undesirable aspects of property value and economic integrity of any given area.

"Public Uses." Uses owned or operated by municipal, school districts, county, state, or other governmental units.

"Public Services and Utilities." Government and public utility buildings and structures necessary for the health, safety, and general welfare of the city. This includes all public infrastructure and private services for small utilities services and does not include equipment, infrastructure or structures for distribution lines.

"Publication." Notice placed in the official City newspaper stating time, location and date of meeting and description of the topic.

"Publicly Owned Civic or Cultural Building." Buildings such as Libraries, City Offices, Auditoriums, Public Administration Buildings, Public Parking Structures as a Principal and Sole Use, and Historical Developments.

"Railroad Right-of-Way." A strip of land with railway tracks and auxiliary facilities for track operation.

"Recreation, Outdoor Private". An area of land, water, or development where amusement, recreation or outdoor athletic sports are provided, whether temporary or permanent, except a theater, whether provision is made for the accommodation of an assembly or not, including golf courses, arenas, stadiums, gymnasiums, soccer fields, multi-purpose athletic fields, and similar uses.

"Recreation, Outdoor Public." An area of land, water, or any building in which amusement, recreation or athletic sports are provided for public or semi-public use, whether temporary or permanent, except a theatre, whether provision is made for the accommodation of an assembly or not. The definition may include a golf courses, arenas, stadiums, gymnasiums, soccer fields, multi-purpose athletic fields, and similar uses.

"Recreation, Outdoor Residential, Accessory." Private recreational facilities accessory to an existing principal permitted use on the same lot which is operated for the enjoyment and convenience of the residents of the principal use and their occasional guests.

"Recreation, Outdoor Residential, Principal." Private recreational facilities that are the primary or principal use on a property and located off-site from the residents it serves.

"Recreational Vehicle." Includes manufactured homes less than 30 feet in overall length, including those with telescope or fold down, chassis, mounted campers, house cars, motor homes, tent trailers, slip-in-

campers (those mounted in a pickup truck or similar vehicle), converted buses, and converted vans used primarily for recreational purposes. Cars utilized for racing shall not be included in this definition.

“Repair of Home, Garden or Personal Appliances” An establishment that provides restoration of equipment to proper functioning for equipment associated with a person’s residence, lawn and garden, or personal use.

“Research”. An establishment or facility that studies, experiments, and investigates material and sources aimed at discovery and interpretation of facts, typically for new methods, materials or products.

"Residential Care Facility, 6 or Fewer Residents." Any facility having 6 or fewer residents licensed by the State of Minnesota, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include, but are not limited to, foster homes, halfway houses, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children.

“Residential Care Facility, 16 or Fewer Residents”. Any facility having 16 or fewer residents, licensed by the State of Minnesota, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include but are not limited to foster homes, halfway houses, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children.

"Retail Sales, Limited." The sale of items in small quantities directly to the consumer.

“Retail Sales, General”. Any establishment, occupation, employment or enterprise where merchandise is exhibited or sold, or where incidental and related small-scale manufacturing or services are offered for compensation.

"Roof Line." Is defined as the top of the coping; or, when the building has a pitched roof, at the intersection of the outside wall with the roof.

"Roomer." One who rents a room and eats meals elsewhere.

“Sailing School”. A private establishment for teaching sailing.

“Sales; Garden, Greenhouses or Nursery”. An establishment that sells goods associated with lawn and garden care which can include maintaining live landscape material in an enclosed structure or greenhouse, or outdoors.

Sales, Service, or Rental; Outdoors”. Land devoted to the display of goods for purchase, sale, rent, lease or trade where such goods are not enclosed within a building, and for the storage of same prior to sale.

Sales, Service, or Rental; Accessory”. An establishment that sells, repairs or rents products accessory or subordinate to the principal use on the property

"Satellite Dish." Shall mean a combination of:

A. Antenna or dish antenna whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources;

B. A low-noise amplifier (LNA) which is situated at the focal point of the receiving component and whose purpose is to magnify and transfer signals;

C. A coaxial cable whose purpose is to carry the signals into the interior of the building.

"Satellite Dish Height." Shall mean the height of the antenna or dish measured vertically from the highest point of the antenna or dish when positioned for operation, to the top of the foundation which supports the antenna.

"Semi-Public Use." Uses owned by private or private non-profit organizations which are open to some, but not all, of the public, such as denominational cemeteries, private schools, clubs, lodges, recreation facilities, churches, etc.

"Septic Sewer System." A septic sewer disposal system consists of. septic tank, absorption field of standard trenches or a dry well, house sewer and outlet sewer. In the septic tank, bacterial action breaks down sewage. Standard trenches or a dry well handles final disposal of liquid from the septic tank. The house sewer brings wastes to the tank and the outlet sewer carries sewage liquids (effluent) from the absorption field.

"Service Commercial." The sale of services, which may include the limited sale of related goods, on the premises to the general public by appointment or by walk-in.

"Setback." The minimum horizontal distance between a structure and the property line nearest thereto; within Shoreland Districts it shall also mean the minimum horizontal distance between a structure or a sewage treatment system and the ordinary high water level. For purposes of earth shelter buildings only, above grade portions shall be used in determining setback requirements. Distances are to be measured from the most outwardly extended portion of the structure at ground level, except as provided herein after.

"Shopping Center." An integrated grouping of commercial stores, under single ownership or control.

"Shoreland Related."

A. **"Bluff."** A topographic feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff):

   1. Part of all of the feature is located in a shoreland area.
   2. The slope rises at least 25 feet above the ordinary high-water level of the waterbody.
   3. The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater.
   4. The slope must drain toward the waterbody.

B. **"Bluff Impact Zone."** A bluff and land located within 20 feet from the top of a bluff.

C. **"Boathouse."** A structure designed and used primarily for the storage of boats or boating equipment.

D. **"Commercial Planned Unit Development."** Uses that provide transient, short-term loading spaces, rooms, or parcels and their operations are essentially service-oriented. For example, hotel/motel accommodations, resorts, recreational vehicle and camping parks, and other primarily service-oriented activities are commercial planned unit developments.

E. **"Commissioner."** The Commissioner of the Department of Natural Resources.

F. **"Deck."** A horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending more than three feet above ground.

G. **"Guest Cottage."** A structure used as a dwelling unit that may contain sleeping spaces and kitchen and bathroom facilities in addition to those provided in the primary dwelling unit on a lot.

H. **"Intensive Vegetation Clearing."** The complete removal of trees or shrubs in a contiguous patch, strip, row or block.

I. **"Ordinary High-Water Level."** The boundary of public waters and wetlands and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high-water level is

the elevation of the top of the bank of the channel. For reservoirs and flowage, the ordinary high-water level is the operating elevation of the normal summer pool.

J. **"Public Waters."** Any waters as defined in Minn. Stats. § 103G.005, Subdivisions 14 and 15. However, no lake, pond, or flowage of less than ten acres in size in municipalities and 25 acres in size in unincorporated areas need be regulated for the purposes of Minn. R., parts 6120.2500 to 6120.3900. A body of water created by a private user where there was no previous shoreland may, at the discretion of the local government, be exempted from Minn. R., parts 6120.2500 to 6120.2900.

K. **"Public Waters—General Development (GD)."** Large, deep lakes or lakes of varying sizes and depths with high levels and mixes of existing development. These lakes often are extensively used for recreation and, except for the very large lakes, are heavily developed around the shore. Second and third tiers of development are fairly common. The larger examples in this class can accommodate additional development and use.

L. **"Public Waters—Recreational Development (RD)."** Medium sized lakes of varying depths and shapes with a variety of landform, soil, and ground water situations on the lands around them. They often are characterized by moderate levels of recreational use and existing development. Development consists mainly of seasonal and year-round residences and recreationally-oriented commercial uses. Many of these lakes have capacities for accommodating additional development and use.

M. **"Sensitive Resource Management."** The preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over ground water or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

N. **"Sewer System."** Pipelines or conduits, pumping stations, and force main, and all other constructions, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

O. **"Shore Impact Zone."** Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback.

P. **"Shoreland."** Land located within the following distances from public waters. One thousand feet from the ordinary high water level of a lake, pond, or flowage; and 300 feet from a river or stream, or the landward extent of a floodplain designated by Ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the commissioner.

Q. **"Significant Historic Site."** Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minn. Stats. § 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota State Archaeologist or the Director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

R. **"Steep Slope."** Land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of this Ordinance. Where specific information is not available, steep slopes are lands having slopes over 12 percent, as measured over horizontal distances of 50 feet or more, that are not bluffs.

S. **"Surface Water-Oriented Commercial Use."** The use of land for commercial purposes, where access to and use of a surface water feature is an integral part of the normal conductance of business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.

T. **"Toe of the Bluff."** The point on a bluff that is the lower end of a 50-foot segment, measured on the ground, with an average slope exceeding 18 percent or the ordinary high water level, whichever is higher.

U. **"Top of the Bluff."** The point on a bluff that is the upper end of a 50-foot segment, measured on the ground, with an average slope exceeding 18 percent.

V. **"Water-Oriented Accessory Structure or Facility."** A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.

"Sidewalk Café, Outdoors." A food and beverage establishment that provides outdoor seating or dining area within the public right of way with City license.

"Sign Related."

A. **"Artificial light."** Illumination resulting from internal or external artificial light sources, including glare and reflected light byproducts of artificial light sources.

B. **"Address Sign."** A sign communicating only a street address.

C. **"Advertising Sign."** Any permanent non-governmental sign advertising products, services, commodities, entertainment or other activity not offered at the location of the sign or not exclusively related to the premises on which the sign is located.

D. **"Alteration."** Any change to a sign excluding routine maintenance, repair, painting or change of copy of any existing sign.

E. **"Awning, Canopy or Marquee Sign."** A sign that is permanently or semi-permanently affixed to an awning, canopy, marquee or other similar device.

F. **"Banners."** Attention getting devices which resemble flags and are of a paper, cloth or plastic-like consistency.

G. **"Building Facade."** That portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation.

H. **"Copy."** The wording on a sign surface either permanent or removable letter form.

I. **"Directional Sign."** An on-site sign for the purpose of making specific locations known and to assist in finding these locations (e.g. "Parking," "Shipping Receiving Area").

J. **"Directory Sign, Private."** An exterior information wall sign, or a free-standing sign identifying the names of residences, businesses or professional offices served by a common public entrance such as an apartment complex, shopping center, or office building.

K. **"Directory Sign, Public."** A sign, group of signs on a sign panel or any identifiable object intended to communicate a public message or direction when located on public property as may be approved by the Wayzata City Council.

L. **"District."** A specific zoning district as defined in the City Zoning Ordinance.

M. **"Flashing Sign."** Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation, or an externally-mounted intermittent light source.

N. **"Freestanding Sign."** A self-supporting sign affixed to a freestanding frame structure not attached to a building.

O. **"Gross Surface Area."** The entire area in square feet within a single continuous perimeter enclosing the extreme limits of the complete message of any sign, which limits shall include the surface on which the message is affixed, except that if individual letters of the message are affixed directly to the surface of a wall the maximum height and width of the message shall apply. Such perimeter shall not include any structural elements lying outside the limits of the sign surface which do not form an integral part of the sign message, except where the sign structure is held by the City Manager to be larger than is required for structural strength.

P. **"Ground or Low Profile Sing."** A sign not supported by exposed posts or poles which is architecturally designed and located directly at grade, and where the base width dimension is 50 percent more of the greatest width of the sign. Also called monument sign. Also called a Low Profile Sign.

Q. **"Holiday or Seasonal Sign."** Signs such as religious decorations, etc. or those used for a historic holiday or special event and displayed for a limited period of time.

R. **"Identification Sign."** A sign which identifies the business, owner, manager, resident or address of the premises where the sign is located and which contains no other material.

S. **"Illuminated Sign."** A sign illuminated by an artificial light source either directed upon it or illuminated from an interior source.

T. **"Integral Sign."** A sign carrying the name of a building, its date of erection, monumental citations, commemorative tablets and the like when carved into stone, concrete or similar material or made of bronze, aluminum or other permanent type of construction and made an integral part of the structure.

U. **"Monument Sign."** A sign not supported by exposed posts or poles which is architecturally designed and located directly at grade, and where the base width dimension is 50 percent more of the greatest width of the sign. Also called a ground sign or low profile sign.

V. **"Parapet."** A low wall which is located on a roof of a building.

W. **"Political Sign."** A sign used exclusively to call attention to the candidacy of any individual or party for elective office which appears on the official ballot to be voted upon by the citizens of the City.

X. **"Portable Sign."** A sign advertising a product or service so designed as to be movable from one location to another and not permanently attached to the ground or a structure.

Y. **"Principal Frontage."** The wall of the principal building on a lot which fronts toward the principal public streets.

Z. **"Projecting Sign."** Any sign which projects over 12 inches from the front edge of a roof structure and/or building facade.

AA. **"Pylon Sign."** A sign supported by a column-type structure that is set firmly in or below ground surface and finished in a material consistent with the sign.

BB. **"Real Estate Sign."** A business sign placed only upon a property advertising that particular property for sale, for rent or for lease.

CC. **"Roof Sign."** A sign erected upon or against a sloping roof but no extending above or beyond the roof line.

DD. **"Setback Line."** The minimum horizontal distance between a property line and the nearest edge of the sign, base or support structure.

EE. **"Sign."** A name, identification, description, display or illustration which is affixed to or represented directly or indirectly upon an awning, canopy, marquee, building, structure or piece of land which directs attention to an object, product, place, activity, person, institution, organization or business, a "sign" shall not include any official court or other public notices, nor shall it include the flag, emblem or insignia of a nation, political unit, school or religious, service or fraternal group.

FF. **"Sign Height."** Sign height shall be determined from the base of the sign structure to the peak of the sign.

GG. **"Sign Structure."** The supports, uprights, bracing, foundations and framework of any structure which supports or is capable of supporting any sign as defined herein.

HH. **"Swinging Sign."** A sign installed or an arm or spar, that is not, in addition, permanently fastened to an adjacent wall or upright pole.

II. **"Temporary Sign."** A sign erected or displayed for a specific period of time.

JJ. **"Time and/or Temperature Sign."** A sign that displays the current time and/or temperature without advertising material, company name, logo or other identifying marks.

KK. **"Total Allowable Sign Area."** The maximum allowable gross surface area in square feet of a sign or signs. The maximum number of signs cannot be arranged and integrated so as to create a surface area in excess of this requirement.

LL. **"Traffic Sign."** A sign which is erected by a governmental unit for the purpose of directing or guiding traffic.

MM. **"UL Approved."** A device which has been approved by the "Underwriters' Laboratories (48)," a U.S. non-profit organization which establishes standards for electrical equipment.

NN. **"Wall Sign."** A single-faced sign attached to or painted on an exterior wall of a building, parallel to the building wall and which does not project more than 12 inches from the plane of the building.

OO. **"Window Sign."** A sign that is placed inside a window or upon the window or upon the windowpanes or glass and is visible from the exterior of the window. This does not include merchandise on display.

"Site Plan." A map drawn to scale depicting the development of a tract of land, including, but not limited to, the location and relationship of structures, streets, driveways, recreation areas, parking areas, easements, utilities, landscaping, and walkways, as related to a proposed development.

"Slope." Means the degree of deviation of a surface from the horizontal, usually, expressed in percent of degrees.

"Solar Energy System." Any solar collector or other solar device or any structural design of a building whose primary purpose is to collect, convert and store solar energy for useful purposes including heating and cooling of buildings, domestic water heating, electric power generation and other energy using processes.

"Spot Zoning." A zoning situation where a property or group of properties is unjustifiably zoned differently from adjacent properties and is not sufficiently unique from such adjacent properties to justify a different zoning classification, nor is such action in compliance with the Comprehensive Plan.

"Stacking Area." That area which allows for a line of automobiles in such instances as drive-up tellers and other vehicle service areas.

“Storage, Indoor.” An establishment that has enclosed storage of merchandise in either a principal or accessory structure.

“Storage, Outdoor.” The storage of goods, materials, equipment, manufactured products and similar items not fully enclosed by a building and accessory or subordinate to the principal use.

"Story." That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, including below ground portions of earth sheltered buildings, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement, or unused under floor space is more than six feet above grade as defined herein for more than 50 percent of the total perimeter or is more than 20 feet above grade as defined herein at any point, such basement or unused under floor space shall be considered as a story.

"Story, First." The lowest story in a building which qualifies as a story, as defined herein, except that a floor level in a building having only one floor level shall be classified as a first story, provided such floor level is not more than four feet below grade, as defined herein, for more than 50 percent of the total perimeter or not more than eight feet below grade, as defined herein, at any point.

"Story, Half." The portion of a building immediately under a sloping roof which has the point of intersection of the top line of the rafters and the face of the walls not to exceed three (3) feet above the floor of such story.

"Street." A public right-of-way for vehicular traffic, whether designated as a highway, thoroughfare, arterial, parkway, collector, through-way, road, avenue, boulevard, lane, place, drive, court or otherwise designated, which has been dedicated or deeded to the public for public use and which affords principal means of access to abutting property.

"Street—Collector." Collector roadways provide a balance between land access and mobility. Their primary function is to move traffic from the local street system to the arterial system. When collectors intersect with arterials, traffic signals generally control traffic. Intersections with local streets are usually under stop sign control with collector streets having their right-of-way.

"Street—Local." Local streets provide local land access with limited emphasis on mobility. Local streets account for 65 percent to 80 percent of the total road system mileage but carry only ten percent to 30 percent of the total traffic. In a residential setting, driveways are freely permitted and intersections of local streets are often uncontrolled. Stop signs are usually installed where traffic control is required such as at intersections with collector streets.

"Street—Minor Arterial." Minor arterials make up the class of roadways including other state highways, certain county roads and major city streets. These roads primarily provide mobility, carrying short to medium length trips (two to six miles), and have controlled land access. Minor arterials as a group account for about 15 percent to 25 percent of the total mileage and carry roughly one-fourth of all traffic for the metropolitan roadway system. Minor arterials generally are given the traffic right-of-way over local streets and they usually have traffic signals at intersections with other minor arterials and some collector streets.

"Street—Intermediate Arterial." The intermediate arterial category was developed by the City of Wayzata and is not included in the Metropolitan Council's Development Guide. Intermediate arterials function at a level between the minor arterial and major arterial categories. Intermediate arterials are not limited access facilities but serve primarily trips between rather than within subregions.

"Street—Principal (Major) Arterial." Major arterials provide a high level of mobility between subregions, serving medium to long distance trips. Principal arterials are grade separated or have high capacity controlled at-grade intersections. No parking is permitted, the posted speed limit is typically 40—55 mph and traffic volumes range from 10,000 to 50,000 ADT. The Metropolitan Council recommends that major arterials be spaced one to three miles apart.

"Street Pavement." The wearing or exposed surface of a street or roadway used by vehicular traffic.

"Street Width." The shortest distance between the lines delineating the right-of-way of a street.

"Structure." Anything manufactured, constructed or erected which is normally attached to or positioned on land, including portable structures.

"Structural Alteration." Any change, other than incidental repairs, which would prolong, or modify the life of the supporting members of a building, such as bearing walls, columns, beams, girders, or foundations.

"Surveyor." A land surveyor registered under Minnesota State laws.

"Swimming Pool." A structure designed to be used for swimming which has a capacity of 3,000 gallons or more or which has a depth of over 36 inches.

"Taproom (Brewery)." An area for the on-sale consumption of malt liquor produced by the brewer for consumption on the premises of a brewery. A taproom may also include sale for off-premises consumption

of malt liquor produced at the brewery location or adjacent taproom and owned by the brewery for off-premises consumption, packaged subject to Minn. Stats. § 240A.301, Subd. 7(b), or its successor.

"Tasting Room (Winery/Distillery)." An area for the on-sale consumption of distilled spirits or wine produced on the premises of one winery or one distillery and in common ownership to the producer of the wine or distilled spirits.

“Theaters, excluding Drive-Ins”. An establishment in which plays or movies are shown to an audience while inside an enclosed building. A theater where movies are watched while sitting in a vehicle is prohibited.

"Travel Trailer." Any vehicle or structure designed and used for human living quarters which meets all of the following qualifications.

A. Is not used as the permanent residence of the owner or occupant.

B. Is used for temporary living quarters by the owner or occupant while engaged in recreational or vacation activities.

C. Is towed or otherwise transported by its own or by other motive power, on the public streets or highways incidental to such recreational or vacation activity.

The term "travel trailer" shall not include manufactured home. The term "travel trailer" shall include, but not be limited to, campers, camper tents, house trailers, camping trailers, travel trailers, tent trailers and any other self-propelled vehicle constructed to provide living accommodations. (See also the definition of "Recreation Vehicle.")

“Tree Preservation Related.”

A. **"City Forester"** A person appointed as City Forester in City Code Section 710.02(b).

B. **"Clear Cutting."** The removal of an entire stand of trees and/or vegetation.

C. **"Coniferous Tree"** A woody plant bearing seeds and cones oftentimes, but not always, retaining foliage throughout the year.

D. **"Construction Area"** Any area in which movement of earth, alteration in topography, soil compaction, disruption of vegetation, change in soil chemistry, or any other change in the natural character of the land occurs as a result of site preparation, grading, building construction or any other construction activity.

E. **“Critical Root Zone”** The area around a tree measured from the trunk of the tree with a radius that is equal to 1.5 feet for each one inch of DBH of the tree. For example, if a tree’s DBH is ten inches, then its critical root zone radius is 15 feet (10 x 1.5 = 15).

F. **"Deciduous Tree"** A woody plant which has a defined crown, and which loses leaves annually.

G. **"Diameter of Tree at Breast Height" or "DBH"** The diameter of a tree as measured 4½ feet 54 inches above the ground. Trees that branch near or below 4½ feet from the ground will be measured at the narrowest point below 4½ feet. Trunks that originate from the ground shall be considered separate trees.

H. **"Healthy Tree"** A tree that is in the average or better condition and vitality for the area, as determined by the City Forester.

I. **"Heritage Tree"** A Rapid-Growth Tree that is 30 inches or greater in DBH, a Standard-Growth Tree that is 25 inches or greater in DBH, or a Healthy Coniferous Tree that is 25 inches or greater in DBH.

J. **"Landscape Architect"** A person licensed by the State of Minnesota as a landscape architect.

K. **"Nursery Stock Dealer"** or **"Nursery Stock Grower**" A person licensed by the State of Minnesota as a nursery stock dealer or a nursery stock grower.

L. **"Public Infrastructure"** The construction or maintenance of:

1. Collector or arterial roads as defined by the City Transportation Plan;
2. Public recreational trails;
3. Stormwater infrastructure;
4. Installation or maintenance of trunk utility infrastructure as described in the Comprehensive Sewer or Water Plans; or
5. Any essential service or public improvement.

M. **"Rapid-Growth Tree Species"** A species of tree recognized as rapid-growth trees by the City Forester, including cottonwood, poplar/aspen, box elder, willow, silver maple, elm, mulberry, and ash.

N. **"Removal" or "Tree Removal":**

1. Manual, mechanical, chemical, or abiotic or biotic (fire, water, insects or inoculation) methods which results in the physical removal of a tree;
2. Grading impact, compaction, or other damage up to 40 percent of a tree's Critical Root Zone;
3. Excessive pruning that severely impacts the long term survivability of the tree; or
4. Any other impact to a tree that comprises the long term health or structural stability of a tree.

O. **"Significant Tree"** A Healthy Standard-Growth Tree that is six inches or greater in DBH, a Healthy Rapid-Growth Tree that is 12 inches or greater in DBH, or a Healthy Coniferous Tree that is 12 feet or greater in height or 12 inches or greater in DBH.

P. **"Site Plan"** The site plan established and described in this Ordinance.

Q. **"Standard-Growth Tree Species"** A species of tree recognized as standard-growth trees by the City Forester.

R. **“Tree Inch(es)”** The DBH of a tree or trees on a site.

S. **"Tree Preservation Plan"** The tree preservation plan established and described in this Ordinance.

T. **"Tree Preservation Zone"** The tree preservation zone established and described in this Ordinance.

U. **“Tree Removal Permit”** A permit that is required under this Ordinance for tree removal.

"Use." The purpose or activity for which the land or building thereon is designated, arranged, or intended or for which it is occupied, utilized or maintained, and shall include the performance of such activity as defined by the performance standards of this Ordinance. Uses are classified as principal or accessory, and as permitted, conditional, or prohibited.

"Usable Open Space." A required ground area or terrace area on a lot which is graded, developed, landscaped and equipped and intended and maintained for either active or passive recreation or both, available and accessible to and usable by all persons occupying a dwelling unit or rooming unit on the lot and their guests. Such areas shall be grassed and landscaped or covered only for a recreational purpose. Roofs, driveways and parking areas shall not constitute usable open space.

"Variance." A variance is permission to depart from a provision of this Ordinance that may be requested and granted under Chapter 905 of this Ordinance.

"Waterbody." Means a body of water (lake, pond) or a depression of land or expanded part of a river, or an enclosed basin that holds water and is surrounded by land.

"Watercourse." A channel or depression through which water flows, such as rivers, streams, creeks, and may flow year-round or intermittently.

"Watershed." The area drained by the natural and artificial drainage system, bounded peripherally by a bridge or stretch of high land dividing drainage areas.

"Wetlands Related."

A. **"Wetland."** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support and that in normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands have the following general diagnostic environmental conditions:

   1. **"Vegetation."** The prevalent vegetation consists of macrophytes that are typically adapted to areas having hydrologic and soil conditions described above. Hydrophytic species, due to morphological, physiological, and/or reproductive adaptation(s), have the ability to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions. The period of inundation or soil saturation varies according to the hydrologic/soil moisture regime.

   2. **"Soil."** Soils are present and have been classified as hydric, or they possess characteristics that are associated with reducing soil conditions.

   3. **"Hydrology."** The area is inundated either permanently or periodically at mean water depths less than two meters (6.6 feet), or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation. The period of inundation or soil saturation varies according to the hydrologic/soil moisture regime.

Indicators of vegetation associated with wetlands, of developed under reducing conditions, and of hydrologic conditions that occur in wetlands are listed in the "Corps of Engineers Wetlands Delineation Manual" (U.S.-ACOE, Environmental Laboratory, 1987. Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Miss.). As defined here, wetlands also include any watercourse, natural drainage system, water body, stormwater detention basin or wetland that may be subject to periodic flooding, overflow, and/or seasonal high water table.

B. **"Wetlands Overlay District."** The area containing the wetlands within the City of Wayzata, such wetlands being defined as any watercourse, natural drainage system, water body, stormwater detention basin or wetland that may be subject to periodic flooding, overflow, or seasonal high water table.

C. **"Accessory Structure."** A structure not intended for human habitation, the structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

D. **"Wetland District Boundary."** That area located between the calculated 100-year frequency flood elevation and 2½ feet above the 100-year frequency flood elevation.

E. **"Essential Services."** Those services deemed by the City Council to be necessary for the health, safety and general welfare of residents of the community and surrounding area.

F. **"Flood Envelope."** Represents the boundary of the Wayzata Overlay District, such boundary being defined as that area located between the calculated 100-year frequency flood elevation and 2½ feet above the 100-year frequency flood elevation.

G. **"Flood Envelope of a Wetland/Detention Basin."** Represents the boundary of the detention basin, such boundary being defined as that area located between the calculated 100-year frequency flood elevation and 2½ feet above the 100-year frequency flood elevation.

H. **"Stormwater Detention Basin."** A basin, depression or holding area which is intended or used for the detention or storage of stormwater runoff.

I. **"Wetland System District Map."** That map showing the wetland districts within the City of Wayzata. The wetlands are classified pursuant to the "Corps of Engineer Wetlands Delineation Manual" (U.S. ACOE, Environmental Laboratory, 1987. Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Miss.), and the "Stormwater Management Plan for the City of Wayzata."

J. **"Wetland Systems Impact Plan."** Plan for development of any area within the Wayzata Wetlands Overlay District.

"Winery." A facility operated by the owner of a Minnesota farm and producing table, sparkling, or fortified wines from grapes, grape juice, other fruit bases, or honey with a majority of the ingredients grown or produced in Minnesota. A winery may include a tasting room.

"Yard." An open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

"Yard, Depth of." The mean horizontal distance between the line of a building and the lot line.

"Yard, Front." The front yard of a lot shall be considered to be the area extending along the full length of a front lot line between side lot lines and to the depth required in the yard regulations for the district in which it is located.

"Yard, Rear." A space extending between the rear line of the principal building and the rear line of the lot and extending the full width of the lot.

"Yard, Required." That distance specified in the yard requirements pertaining to setbacks. Setbacks and required yards are used interchangeably.

"Yard, Side." A yard between the principal building and the side line of the lot extending from the front to the rear building lines.

"Zero Lot Line." The reduction of side yard setback requirements to zero, permitting the placement of a structure near or adjacent to the side yard lot line. With zero lot line, no portion of the structure or accessory appurtenance shall project over the lot line.

"Zoning Administrator." The duly appointed officer charged with the administration and enforcement of this Ordinance.

"Zoning Amendment." A change authorized by the City Council either in the allowed use within a district or in the boundaries of the district.

"Zoning District." An area or areas of the City (as delineated on the Zoning Map) set aside for specific uses with specific regulations and provisions for use and development as defined by this Ordinance.

"Zoning District Overlay." A zoning district containing regulations superimposed upon other zoning district regulations and superseding the underlying zoning district use regulations.

"Zoning District Underlying (Base)." All zoning districts except overlay zoning districts.

"Zoning Map." The map or maps incorporated into this Ordinance as part thereof, designating the zoning districts.

902.02 Definitions.

The following words and terms, wherever they occur in this Ordinance, shall be interpreted as herein defined:

"Abutting" means making direct contact with or immediately bordering.

"Accessory ~~Building or Use~~Structure ~~–~~" means a subordinate building, item, or ~~use which~~structure which is located on the same lot on which the main building ~~or use~~ is situated and which is reasonably necessary, appropriate and incidental to the conduct of the primary use of such building ~~or main use.~~. Accessory structures include pools, pergolas, play structures, gazebos and similar structures.

"Accessory Use" A use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure. Accessory uses are listed in corresponding zoning district standards.

"Addition" means a physical enlargement of an existing structure.

"Adjacent" means in close proximity to or neighboring, not necessarily abutting.

"Adult Day Care" means a program operating less than twenty-four (24) hours per day that provides functionally impaired adults with an individualized and coordinated set of services including health services, social services, and nutritional services that are directed at maintain or improving the participants capabilities for self-care.

"Adult Uses" include adult bookstores, adult motion picture theatres, adult motion picture sales/rentals, adult mini-motion picture theatres, adult massage parlors, adult steam room/bathhouse/sauna facilities, adult companionship establishments, adult rap/conversation parlors, adult health/sport clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotels/motels, adult body painting studios, and other premises, enterprises, establishments, businesses or places open to some or all members of the public, at or in which there is an emphasis on the presentation, display, depiction or description of "specified sexual activities" or "specified anatomical areas" which are capable of being seen by members of the public. Activities classified as obscene as defined by Minn. Stats. § 617.241, as may be amended, are not included.

A. **"Specified Anatomical Areas"** means:

1. Less than completely and opaquely covered human genitals, pubic region, buttock, anus, or female breast(s) below a point immediately above the top of the areola; and
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

B. **"Specified Sexual Activities"** means:

1. Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts or conduct: anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty; or
2. Clearly depicted human genitals in the state of sexual stimulation, arousal or tumescence; or
3. Use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or
4. Fondling or touching of nude human genitals, pubic region, buttocks, or female breast; or
5. Situations involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding or other physical restraint of any such persons; or
6. Erotic or lewd touching, fondling or other sexually-oriented contact with an animal by a human being; or

7. Human excretion, urination, menstruation, vaginal or anal irrigation.

C. **"Adult Uses—Accessory"** means the offering of retail goods for sale which are classified as adult uses on a limited scale and which are incidental to the primary activity and goods and/or services offered by the establishment. Examples of such items include the sale of adult magazines, the sale and/or rental of adult motion pictures, the sale of adult novelties, and the like.

D. **"Adult Uses—Principal."** means the offering of goods and/or services which are classified as adult uses as a primary or sole activity of a business or establishment and include, but are not limited to, the following:

1. **"Adult Use—Body Painting Studio."** An establishment or business which provides the service of applying paint or other substance, whether transparent or non-transparent, to or on the body of a patron when such body is wholly or partially nude in terms of "specified anatomical areas."

2. **"Adult Use—Bookstore."** A building or portion of a building used for the barter, rental or sale of items consisting of printed matter, pictures, slides, records, audio tape, videotape, or motion picture film if such building or portion of a building is not open to the public generally but only to one or more classes of the public extending any minor by reason of age or if a substantial or significant portion of such items are distinguished or characterized by an emphasis on the depiction or description of "specified sexual activities" or "specified anatomical areas."

3. **"Adult Use—Cabaret."** A building or portion of a building used for providing dancing or other live entertainment, if such building or portion of a building excludes minors by virtue of age or if such dancing or other live entertainment is distinguished or characterized by an emphasis on the presentation, display, depiction of "specified sexual activities" or "specified anatomical areas."

4. **"Adult Use—Companionship Establishment."** A companionship establishment which excludes minors by reason of age, or which provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

5. **"Adult Use—Conversation/Rap Parlor."** A conversation/rap parlor which excludes minors by reason of age, or which provides the service of engaging in or listening to conversation, talk, or discussion, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

6. **"Adult Use—Health/Sport Club."** A health/sport club which excludes minors by reason of age, or if such club is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

7. **"Adult Use—Hotel or Motel."** Adult hotel or motel means a hotel or motel from which minors are specifically excluded from patronage and wherein material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexually activities" or "specified anatomical areas."

8. **"Adult Use—Massage Parlor, Health Club."** A massage parlor or health club which restricts minors by reason of age, and which provides the services of massage, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

9. **"Adult Use—Mini-Motion Picture Theatre."** A building or portion of a building with a capacity for less than 50 persons used for presenting material if such building or portion of a building as a prevailing practice excludes minors by virtue of age, or if such material is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

10. **"Adult Use—Modeling Studio."** An establishment whose major business is the provision, to customers, of figure models who are so provided with the intent of providing sexual stimulation or sexual gratification to such customers and who engage in "specified sexual activities" or display "specified anatomical areas" while being observed, painted, painted upon, sketched, drawn, sculptured, photographed, or otherwise depicted by such customers.

11. **"Adult Use—Motion Picture Arcade."** Any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled or operated still or motor picture machines, projectors or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas."

12. **"Adult Use—Motion Picture Theatre."** A building or portion of a building with a capacity of 50 or more persons used for presenting material if such building or portion of a building as a prevailing practice excludes minors by virtue of age or if such material is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

13. **"Adult Use—Novelty Business."** A business which has as a principal activity the sale of devices which stimulate human genitals or devices which are designed for sexual stimulation.

14. **"Adult Use—Sauna."** A sauna which excludes minors by reason of age, or which provides a steam bath or heat bathing room used for the purpose of bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent, if the service provided by the sauna is distinguished of characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

15. **"Adult Use—Steam Room/Bathhouse Facility."** A building or portion of a building used for providing a steam bath or heat bathing room used for the purpose of pleasure, bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent if such building or portion of a building restricts minors by reason of age of if the service provided by the steam room/bathhouse facility is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

"Alley." A public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on a street.

~~"~~"**Amusement, Indoor"** An establishment with recreational or entertainment activities housed within a structure. The activities may include commercial bowling alleys, billiard halls, game centers, and swimming pools.

"**Animal Clinic."** A medical veterinary facility licensed by the State of Minnesota for the treatment, but not grooming or day care, of household pets, and operated only during daytime and evening business hours (not overnight) by a licensed veterinarian for ~~surgery, diagnosis, and treatment of diseases and injuries of household animals.~~ diagnosis, treatment, correction, relief, or prevention of animal disease, deformity, defect, injury, or other physical or mental conditions; the performance of obstetrical procedures for animals, including determination of pregnancy and correction of sterility or infertility; and the rendering of advice or recommendations with regard to any of the above.

~~"~~"**Animal ~~Hospital."~~Clinics, Hospitals and Kennels~~.~~"** A medical veterinary facility or hospital licensed by the State of Minnesota for the treatment, ~~but not grooming or day care,~~ of household pets, and operated ~~up to 24 hours a day~~ by a licensed veterinarian for ~~emergency procedures, surgery,~~ diagnosis, ~~and~~ treatment, correction, relief, or prevention of ~~diseases and injuries~~animal disease, deformity, defect, injury, or other physical or mental conditions; the performance of ~~household~~obstetrical procedures for animals~~.~~, including determination of pregnancy and correction of sterility or infertility; and the rendering of advice or

recommendations with regard to any of the above. Accessory activities such as boarding, grooming or daycare are permitted.

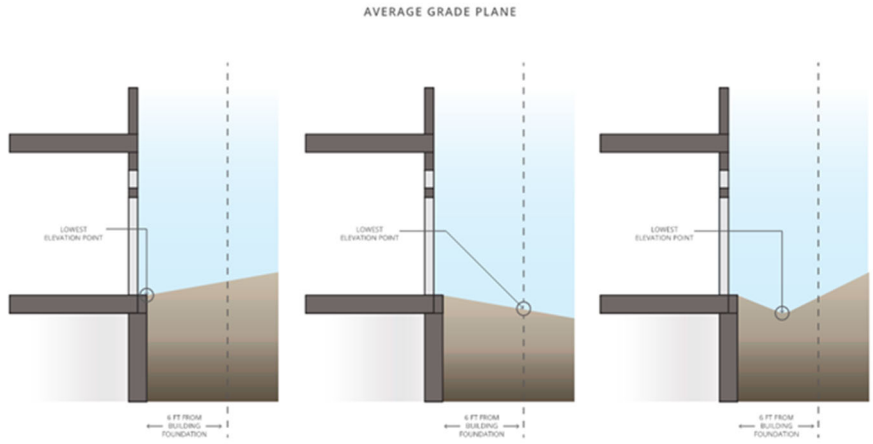
~~"~~"**Animals, Domestic**~~."~~." For purposes of this Ordinance, domestic animal shall be defined as house pets such as dogs, cats, and birds which can be contained within a principal structure throughout the entire year, provided that the containment can be accomplished without special modification to the structure requiring a building permit from the City.

~~**"Apartment."** A portion of a building consisting of a room or suite of rooms which is designed for, intended for, or used as a residence by a single family or an individual, and is equipped with cooking facilities. Includes dwelling unit and efficiency unit.~~

~~"~~"**Applicant**~~."~~." The owner, their agent or person having legal control, ownership and/or interest in land which the provisions of this Ordinance are being considered for or reviewed.

~~"~~"**Attic**~~."~~." Space of a building located directly under a roof which is not directly free and open to the public and is unfinished or finished only to a limited degree to provide for inactive storage and/or mechanical equipment. Said space shall not be occupied or actively utilized. Under the provision of this Ordinance, said space shall not constitute a story, and shall not be included in space calculations for parking.

"Average Grade Plane." A reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building, whichever is closer.



~~**"Automobile Repair—Major."** General repair, rebuilding or reconditioning engines, motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall painting or paint job; vehicle steam cleaning.~~

~~**"Automobile Repair—Minor."** Installation, including cellular telephones, audio systems, and minor repairs, incidental body and fender work, painting and upholstering, replacement of parts (tires, glass, etc.) and minor motor services to passenger automobiles and trucks not exceeding 12,000 pounds gross weight, but not including any operation specified under "Automobile Repair—Major."~~

~~**"Automobile Service Station."** See "Motor Fuel Station."~~

~~**"Automobile Wrecking or Junk Yard."** Any place where two or more vehicles not in running condition and/or not licensed, or parts thereof, are stored in the open and are not being restored to operation or any land,~~

~~building or structure used for wrecking or storing of such motor vehicles or parts thereof; and including any commercial salvaging and scavenging of any other goods, articles or merchandise.~~

~~"~~"**Basement**~~."~~." Any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined herein.

~~"~~"**Bay**~~."~~." Cantilevered area of a room.

~~**"Bed and Breakfast."** A building designed as a single family dwelling, where for compensation, meals and lodging are provided to transient guests but not including a building providing these services to more than ten persons or operating more than five guestrooms.~~

~~"~~.

"**Block**~~."~~." A tract of land bounded by streets, or a combination of streets and public parks, railroad rights-of-way, shorelines, waterways or boundary lines of the corporate limits of the City.

~~"~~"**Boarder**~~."~~." One who receives regular meals and/or regular meals and lodging for pay.

~~**"Boarding (House) Home—Foster Children."** A family dwelling where children out of their own homes are cared for.~~

~~**"Boarding/Lodging House."** A building other than a hotel where, for compensation and by prearrangement for definite periods, meals or boarding/lodging and meals are provided to three or more persons, not of the principal family therein, pursuant to previous arrangements and not including a building providing these services for more than five persons.~~

~~**"Boarding/Lodging Room."** A room rented as sleeping and living quarters, but without cooking facilities and with or without an individual bathroom. In a suite of rooms without cooking facilities, each room which provides sleeping accommodations shall be counted as one boarding/lodging room.~~

~~"~~"**Boundary Lines**~~."~~." Any line indicating the bounds or limits of any tract or parcel of land; also a line separating the various use districts as shown on the City's Zoning Map.

~~"~~"**Brewery**~~."~~." A facility that produces for sale beer, ale, malt liquor, or other beverages made from malt by fermentation and containing not less than one-half of one percent alcohol by volume. A brewery may include a taproom.

~~"~~"**Brewpub**~~."~~." A Brewery that operates a restaurant on the same premises as the Brewery, whose malt liquor production per calendar year may be limited by Minnesota State Statute.

~~"~~"**Buffer**~~."~~." The use of land, topography (difference in elevation), space, fences or landscape plantings to screen or partially screen a use or property from the vision of another use or property.

~~"~~"**Buildable Area**~~."~~." The space remaining on a lot after the minimum setback and open space requirements of this Ordinance have been met.

~~"~~"**Building**~~."~~." Any structure ~~built for the support,~~having a roof which may provide shelter or enclosure of persons, animals~~, chattel~~ or ~~movable property of any kind~~chattels. ~~, and includes anyw~~When ~~said~~such structure~~.~~ is divided by party walls without opening, each portion of such building so separated shall be deemed a separate building.

~~"~~"**Building Height**~~."~~." The vertical distance above a Grade Plane measured to the highest point of the coping of a flat roof, to the deck line of a mansard roof, to the uppermost point on a shed, round or arch type roof, or to the average height of the highest gable of a pitched, hipped or gambrel roof. Modifications to the site grading that would affect the grade plane of a lot shall not be undertaken as a means of achieving increased building height, unless approved by the City Council. The height of a stepped or terrace building is the maximum height of any segment of the building.

~~"~~“**Building Line.~~"~~.”** A line parallel to the street right-of-way or ordinary high water level at any story level of a building and representing the minimum distance which all or any part of the building is set back from said right-of-way or ordinary high water level.

~~"~~“**Building Setback.~~"~~.”** The minimum horizontal distance between the building and the lot line.

~~**"Business."** Any establishment, occupation, employment or enterprise where merchandise is manufactured, exhibited or sold, or where services are offered for compensation.~~

“Car Wash, Accessory”. A structure or portion of a structure where customers can wash vehicles indoors and the use is subordinate to the principal use on the property.

“Car Wash, Principal”. A structure where customers can wash vehicles indoors and the use is the only land use, or principal use, on the property.

"Cellar." That portion of a building between the floor and ceiling which is wholly or partly below grade and is so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

~~**"Cemetery"**~~**"Cemeteries and Memorial Gardens."** A site or property set apart for the burial or interment of the human dead.

"Channel." A natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct water either continuously or periodically.

~~**"Child Care."** A specialized limited day care facility which is an accessory use that provides temporary babysitting service while parents are engaged in short-term social, recreational or business activities. (See also Day Care)~~

~~**"Church."** A building, together with its accessory buildings and use; where persons regularly assemble for religious purposes and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain religious ceremonies and purposes.~~

"Child Day Care Facility, General." Any facility licensed by the State of Minnesota, public or private, which provides the care of a child in a building outside the child’s own home for gain or otherwise on a regular basis, for any part of a 24 hour day. Day care facilities include, but are not limited to, family day care homes, group family day care homes, day care centers, day nurseries, nursery schools, daytime activity centers, day treatment programs and day services as defined by Minn. Stats 245A.

“Child Day Care Facility, 12 or Fewer Children”. Any private facility licensed by the State of Minnesota, which provides the care of a child in a residence outside the child’s own home located within a private residence, for gain or otherwise on a regular basis, for any part of a 24 hour day.

"City Council." The governing body for the City of Wayzata.

~~**"Clear Cutting."** The removal of an entire stand of trees and/or vegetation.~~

"~~**Club**~~**Clubs or** ~~**Lodge**~~**Lodges."** A non-profit association of persons who are bona fide members paying annual dues, with the use of the premises being restricted to members and their guests.

"Cluster Development." The development pattern and technique whereby structures are arranged in closely related groups to make the most efficient use of the natural amenities of the land as accomplished through a planned unit development.

~~**"Coffee Shop."** A business establishment providing services limited to the sale and production of coffee products and foods associated with the drinking of coffee, as distinguished from a full service restaurant or convenience (fast) food establishment.~~

~~**"Commercial Recreation."** Electronic games, bowling alley, jump center, golf, billiards (pool) hall, dance hall, skating, trampoline, boat rental, park, and similar uses.~~

"Common Open Space." Any privately owned open space including private parks, nature areas, playgrounds, trails, and recreational buildings and structures which is an integral part of a development and is not owned on an individual basis by each owner of the dwelling unit.

"Colleges, Seminaries and other Institutions of Higher Education." A public or private accredited school that provides an educational program or specialized instruction for persons who have graduated from 12th grade. ~~services and/or goodson the premises~~

"Community Center." A building or a room or group of rooms within a building designed specifically as a gathering place for the general public or for a specific segment of the general public and operated on a non-profit basis.

"Comprehensive Plan." A comprehensive long-range plan prepared and approved by the City, including a compilation of policy statements, goals, standards, fiscal guidelines, and maps indicating the general locations recommended for the various functional classes of land use, places and structures, and for the general physical development of the City, including any unit or part of such plan separately adopted and any amendment to such plan or parts thereof.

"Concept Plan." A report in map and text form submitted as the first stage of a Planned Unit Development (PUD) proposal, depicting the location, general purpose, general type of land use and circulation patterns, primary relationships between site elements and between the proposed development and surrounding development, proposed general schedule of development, and information on the applicant.

"Conditional Use." Those occupations, vocations, skills, arts, businesses, professions, or uses specifically designated in each zoning district, which for the respective conduct or performance in such designated districts may require reasonable, but special, unusual or extraordinary limitations peculiar to the use for the protection, promotion and preservation of the general public welfare, health, and safety, and the integrity of the City Comprehensive Plan.

"Conditional Use Permit." A permit issued by the City Council in accordance with procedures specified in this Ordinance, as a flexibility device to enable the City Council to assign dimensions to a proposed use or conditions surrounding it after consideration of adjacent uses and their functions and the special problems which the proposed use presents.

~~**"Condominium."** A multiple dwelling or development containing individually owned dwelling units and jointly owned and shared areas and facilities, which dwelling or development is subject to the provisions of the Minnesota Condominium Law, Minn. Stats. §§ 515.A.1-101 to 515.A.4-118.~~

~~**"Convenience (Fast) Food Establishment."** An establishment which serves food in or on disposable or edible containers in individual servings for consumption on or off the premises. (See also drive-in restaurant).~~

~~**"Cooperative (Housing)."** A multiple family dwelling owned and maintained by the residents and subject to the provisions of MS 290.09 and 290.13. The entire structure and real property is under common ownership as contrasted to a condominium dwelling where individual units are under separate individual occupant ownership.~~

"Curb Level." The elevation of the established curb in front of a building measured at the center of such front. Where no curb level has been established, the engineering staff shall determine a curb level or its equivalent for the purpose of this Ordinance.

~~**"Day Care Facility."** Any facility licensed by the State Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with care, training, supervision, habilitation, rehabilitation or developmental guidance on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home. Day care facilities include, but are not limited to, family day care homes, group family day care homes, day care centers, day nurseries, nursery schools, daytime activity centers, day treatment programs and day services as defined by Minn. Stats. § 245.782, Subd. 5. (See also Child Care).~~

"Density, Residential." A number expressing the relationship of the number of dwelling units to an acre of land as established in the Comprehensive Plan.

"Deposition." Any rock, soil, gravel, sand or other material deposited naturally or by man into a waterbody, watercourse, floodplains or wetlands.

"Design Guidelines." The Wayzata Design Guidelines as amended.

"Distillery." A facility that produces Ethyl Alcohol, hydrated oxide of ethyl, spirits of wine, rum, brandy, gin, or other distilled spirits, including all dilutions and mixtures thereof, for non-industrial use. A distillery may include a tasting room.

"Diversion." A channel that intercepts surface water runoff and that changes the accustomed course of all or part of a stream.

~~**"Dog Kennel."** Any place where three dogs or more over three months of age are kept for the use of the owner, or are boarded, bred and/or offered for sale, except a veterinary clinic.~~

"Draining." The removal of surface water or groundwater from land.

"Dredging." To enlarge or clean-out a waterbody, watercourse, or wetland.

~~**"Drive-In Restaurant."** Any place or premises used for sale, dispensing or serving of food, refreshments or beverages on the premises, typically eaten in the customers vehicle on the site. (See also convenience food establishment)~~

"Drive-Thru Sales and Service". A facility which accommodates automobiles and from which the occupants of the automobiles may make purchases or transact business, including the stacking spaces in which automobiles wait.

"Dry Cleaning or Laundry." A use involving the cleaning or dyeing of fabrics with the use of mechanical appliances.

"Dwellings, Accessory Units." A living unit that can be located within the walls of an existing or newly constructed home~~-~~, or that can be an addition to an existing home. It can also be contained within a freestanding structure on the same lot as the principal residence or structure.

"Dwellings, Detached." Three or more separate units located on one parcel.

"Dwelling~~." A~~, Housing for the Elderly". A public agency owned or controlled multiple dwelling building ~~or portion thereof, designated~~with open occupancy limited to persons over 62 years of age.

"Dwellings, Multiple Family." A building designed with three or more dwelling units exclusively for ~~residential occupancy, including one family, two family, and multiple family dwellings, but not including hotels, motels, boarding houses, or manufactured housing~~occupancy by three or more families living independently of each other, either wholly attached or partially detached with separate housekeeping and kitchen facilities for each unit.

~~**"Dwelling**~~**Dwellings, Multiple ~~(Apartment Building)."~~Family, Upper Stories.** A building designed with three or more dwelling units exclusively for occupancy by three or more families living independently of each other, ~~but sharing hallways and main entrances and exits.~~ either wholly attached or partially detached with separate housekeeping and kitchen facilities for each unit on the upper level of a mixed-use structure.

"Dwelling, Single-Family Detached." A dwelling unit designed exclusively for occupancy by one family~~.~~

~~A. **"Attached."** A dwelling which is joined to another at one or more sides by a party wall.~~

~~B. **"Detached."** A dwelling unit~~ and is not attached to another dwelling or structure ~~or is entirely surrounded by open space~~.

"Dwellings, Townhomes." A residential structure housing three or more dwelling units contiguous to each other only by the sharing a common wall(s), each such unit having a separate primary entrance to the

exterior of the building at or near grade level, such structures to be of the townhome type as contrasted to multiple apartment structures. The term townhome is synonymous with the term townhouse.

"Dwelling, Two Family Detached." A residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each. ~~A two family dwelling with a separate rooming unit(s) shall be considered and classified as a multi-family dwelling, unless specifically noted.~~

~~A. **"Double Bungalow."** A two family dwelling with two units side-by-side.~~

~~B. **"Duplex."** A two family dwelling unit with one unit above the other.~~

"Dwelling Unit." A residential building or portion thereof intended for occupancy by one or more persons with facilities for living, sleeping, cooking and eating, but not including hotels, motels, nursing homes, seasonal cabins, boarding or rooming houses, motor homes or travel trailers.

~~**"Dwelling Unit Occupancy."** Occupancy of a dwelling unit for the purpose of enforcing provisions of this Ordinance shall be limited by restrictions as included in the definition of family in this Section.~~

"Earth Berm." (House Construction) An earth covering on the above grade portions of the building walls.

"Earth Sheltered Building." A building so constructed that 50 percent or more of the completed structure is covered with earth. Earth covering is measured from the lowest level of the livable space in residential units and of usable space in non-residential buildings. An earth sheltered building is a complete structure that does not serve just as a foundation or sub-structure for above grade construction. A partially covered building shall not be considered earth sheltered.

"Easement." A grant by an owner of land for a specific use by persons other than the owner.

~~**"Efficiency Apartment (Dwelling Unit)."** A one room dwelling unit, exclusive of bathroom, consisting of one principal room having cooking facilities and used for combined living, dining and sleeping purposes.~~

~~**"Elderly (Senior Citizen) Housing."**~~**"Educational Facilities".** A public ~~agency owned~~ or ~~controlled multiple dwelling building with open occupancy limited to persons over 62 years of age.~~private establishment for educational instruction not providing residential accommodation.

"Elevator Penthouse." An enclosure located on the top of a building which houses the working mechanisms of an elevator.

"Engineer." The registered engineer employed or retained by the City, unless otherwise stated.

"Erosion." The wearing away of land surface by the action of natural elements.

"Essential Services." The erection, construction, alteration or maintenance by public utilities or Municipal departments of underground or overhead telephone, gas, electrical, steam, hot water, communication or water transmission, distribution, collection, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, dire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories in connection therewith for the furnishing of adequate service by such private or public utilities or Municipal departments.

~~**"Essential Service Structures."** Structures and buildings necessary for the operation of essential services, including, but not limited to, telephone buildings, telephone booths, gas regulator stations, substations, electrical stations, water tanks, lift stations.~~

~~**"Exterior Storage."** The storage of goods, materials, equipment, manufactured products and similar items not fully enclosed by a building.~~

"Family." An individual or two or more persons related by blood, marriage, adoption or a group of not more than six persons who need not be related by blood or marriage living together in a dwelling unit.

"Fence Related."

A. **"Fence"** shall mean a partition, wall, hedge, row(s) of continuous plantings, or gate erected as a dividing marker, visual or physical barrier, or enclosure.

1. **"Man Made Fence"** shall mean a partition or wall constructed of wood, metal, masonry, brick, stone, concrete, and the like.

2. **"Natural Hedge or Planting"** shall mean a divider or barrier comprised of vegetation materials.

B. **"Fence Height"** shall mean the distance from the adjacent finished grade to the highest projection of a fence structure, not including support posts, provided that the support posts are no more than four inches above the fence structure.

"Filling." The act of depositing any rock, soil, gravel, sand or other material so as to fill a waterbody, watercourse, or wetland.

"Floodplain Overlay District Related."

A. **"Base Flood Elevation."** The elevation of the regional flood. The term base flood elevation is used in the flood insurance survey.

B. **"Basement."** Any area of a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

C. **"Development."** Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations, or storage of equipment or materials.

D. **"Equal Degree of Encroachment."** Method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

E. **"Flood."** A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

F. **"Flood Frequency."** The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

G. **"Flood Fringe."** That portion of the Special Flood Hazard Area (one percent annual chance flood) located outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study for the City.

H. **"Flood Insurance Rate Map (FIRM)."** An official map on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

I. **"Floodplain."** The beds proper and the areas adjoining a wetland, lake, or watercourse which have been or hereafter may be covered by the regional flood.

J. **"Flood-Proofing."** A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

K. **"Floodway."** The bed of a wetland or lake and the channel of a watercourse, and those portions of the adjoining floodplains which are reasonably required to carry or store the regional flood discharge.

L. **"Lowest Floor."** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR Part 60.3.

M. **"Manufactured Home."** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."

N. **"New Construction."** Structures, including additions and improvements, and placement of manufactured homes, for which the start of construction commenced on or after the effective date of this Ordinance.

O. **"Obstruction."** Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure or matter in, along across, or projecting into any channel, watercourse, or regulatory floodplain which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.

P. **"One Hundred Year Floodplain."** Lands inundated by the regional flood.

Q. **"Reach."** A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or manmade obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

R. **"Recreational Vehicle."** A vehicle that is built on a single chassis, is 40 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this Ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

S. **"Regional Flood."** A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the one percent chance or 100-year recurrence interval. Regional flood is synonymous with the term "base flood" used in a Flood Insurance Study.

T. **"Regulatory Flood Protection Elevation."** An elevation not less than one foot above the elevation of the regional flood plus any increase in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

U. **"Repetitive Loss."** Flood related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25 percent of the market value of the structure before the damage occurred.

V. **"Special Flood Hazard Area."** A term used for flood insurance purposes synonymous with "One Hundred Year Floodplain."

W. **"Start of Construction."** Substantial improvement, and means the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement that occurred before the permit's expiration date. The actual start is either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

X. **"Structure."** Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins,

manufactured homes, recreational vehicles not meeting the exemption criteria specified in Chapter 993 of this Ordinance, and other similar items.

Y. **"Substantial Damage."** Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Z. **"Substantial Improvement."** Within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions.

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." For the purpose of this Ordinance, "historic structure" is as defined in 44 CFR part 59.1.

"Floor Area, Gross." The sum of the gross horizontal areas of all floors of the building or portion thereof devoted to a particular use, including accessory storage areas located within selling or working space such as, activities to the production or processing of goods, or to business or professional offices. However, the floor area shall not include basement or cellar floor area other than area devoted to retailing activities, the production or processing of goods, or to business or professional offices. The floor area of a residence shall not include the cellar area.

"Floor Area Ratio (F.A.R.)." The floor area of a building or buildings on any lot divided by the area of such lot, or in the case of planned developments by the net site area. The floor area ratio requirements as set forth under each zoning district shall determine the maximum floor area allowable for a building or buildings (total floor area of both principal and accessory buildings) in direct ratio to the gross area of the zoning lot.

"Food and Beverage Establishment". A building, structure, enclosure or any part of a building, structure or enclosure used as, maintained as, advertised as, or held out to be an operation that prepares, services or otherwise provides food, beverages, or both for human consumption.

"Footprint." The outline of the foundation of a building, including that portion of an upper story that is occupied and/or actively utilized.

"Frontage." That boundary of a lot which abuts an existing or dedicated public street, watercourse or similar barrier.

"Garage, Private (Residential)." An accessory building or accessory portion of the principal building which is intended for and used for storage for the family or families resident upon the premises, and in which no business service or industry is carried on.

~~**"Garage, Public."** Any garage other than a private garage. May also mean parking ramp.~~

~~**"Gas Station."** See "Motor Fuel Station."~~

~~**"Grade Plane."** A reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building.~~

"Grading." Changing the natural or existing topography of land.

~~**"Group Day Care Center."** Any location which provides care for six or more unrelated children at one time, for compensation, and which is licensed to provide such services by the Minnesota Department of Public Welfare. This term shall include, but is not limited to, uses such as nursery schools, day nurseries, child care centers and drop-in care centers.~~

"Greenhouse, Residential" A structure that is constructed primarily of glass, glass-like or translucent material which is devoted to the protection of cultivation of food or ornamental crops to be located on residential properties.

"Growler." A specially designed 64-ounce beer container for exclusive off-sale of micro-production facility beer. A growler shall have the following packaging requirements:

A. Growlers shall bear a twist-type closure, cork, stopper or plug.

B. At the time of sale, paper or plastic adhesive band, strip, or sleeve shall be applied to the container and extended over the top of the closure, forming a seal.

C. The growler and/or band, strip or sleeve shall bear the name and address of the brewer, and the container shall be identified as malt liquor, contain the name of the malt liquor, and shall be considered intoxicating liquor unless labeled otherwise.

"Health Club." A facility of over 3,000 square feet which provides athletic activities which may include tennis, handball, racquetball, track, basketball, exercise devices, etc. and such incidental amenities and services such as a whirlpool, sauna or massage service for members and guests.

"Halfway House." ~~See "Residential Care Facility."~~ A facility licensed by the State Department of Health or Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the person's own home.

"Hardship." A situation where property in question cannot be put to a reasonable use under the conditions allowed by the official controls; the plight of the landowner is due to circumstances unique to his property, not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute a hardship if a reasonable use for the property exists under terms of the official controls.

~~**"Health Club."** A facility which provides athletic activities such as tennis, handball, racquetball, track, basketball, exercise devices, etc.~~

"Health Clinics". A structure for providing medical, dental and other health services for examination and services available to the public. The service is provided without overnight care available.

"Home Occupation." Any occupation or profession engaged in by the occupant of a residential dwelling unit, which is clearly incidental and secondary to the residential use of the premises and does not change the character of said premises.

~~**"Hotel."** Any building or portion thereof occupied as the more or less temporary abiding place of individuals and containing more than ten guest rooms, used, designated, or intended to be used, let or hired out to be occupied, or which are occupied by more than ten individuals for compensation, whether the compensation be paid directly or indirectly.~~

"Horses, Keeping of". Maintenance of horses on the property as an accessory use to the principal use.

"Hospitals, Residential Care Facilities, Extended Care Facilities, Rest Homes and other Elderly Care Facilities". Licensed establishments where patients are admitted for medical, surgical, or psychiatric treatment for outpatient and/or inpatient, overnight accommodation. A licensed facility that provides

medical, nutritional, or housekeeping services for the elderly on a periodic or permanent basis. A facility licensed by the State Department of Health or Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot be furnished in the person's own home.

"Impervious Surface." A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increase rate of flow than prior to development. Examples include rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

~~**"Inn Establishment."** A building, other than a hotel, whose use includes the renting of rooms at a transient daily rate (whether or not billed or paid daily), and wherein a dining room and other facilities are operated on the premises. A maximum of ten guestrooms may be operated within the principal structure.~~

~~**"Junk Yard."** An open area where waste, used, or second hand materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled; including, but not limited to, scrap iron and other materials, paper, rags, rubber, tires, lumber, and bottles. A junk yard includes an auto wrecking yard, but does not include uses established entirely within closed buildings.~~

"Landscaping." Plantings such as trees, flowers, grass and shrubs and improvements directly related thereto.

"Land Reclamation." The process of the re-establishment of acceptable topography (i.e. slopes), vegetative cover, soil stability and the establishment of safe conditions appropriate to the subsequent use of the land.

"Liquor Store". An off- or on-sale retail establishment that sells alcoholic beverages.

"Loading Space (Off-Street)." A space or berth on the same lot with a building, or contiguous to a group of buildings, for the temporary parking of a vehicle or truck while loading or unloading merchandise or materials and which abuts upon a street, alley or other appropriate means of access.

"Lodging." Any building or portion thereof occupied as a temporary abiding place of individuals used, designated or intended to be used, let or hired out to be occupied, whether the compensation be paid directly or indirectly.

"Lot." A parcel or portion of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street.

"Lot (of Record)." Any lot which is one unit of a plat heretofore duly approved and filed, or one unit of an auditor's outlot or a registered land survey, or a parcel of land not so platted, subdivided or registered but for which a deed, auditor's subdivision or registered land survey has been recorded in the Office of the Register of Deeds or Registrar of Titles for Hennepin County, Minnesota, prior to the effective date of this Ordinance.

"Lot Area." The total land area of a horizontal plane within the lot lines.

"Lot, Base." Lots meeting all specifications in the zoning district prior to being subdivided into a two-family dwelling ~~or quadraminium~~ subdivision.

"Lot, Corner." A lot situated at the intersection of two streets, the interior angle of such intersection not exceeding 135 degrees.

"Lot Coverage." The area of a lot occupied by the principal building or buildings and all accessory buildings.

"Lot Depth." The shortest horizontal distance between the front lot line and the rear lot line measured from a 90 degree angle from the street right-of-way within the lot boundaries.

"Lot, Double Frontage." An interior lot having frontage on two streets.

"Lot, Front." The front of a lot shall be considered to be that boundary abutting a public right-of-way having the least width.

"Lot Improvement." Any building, structure, place, work of art, or other object, or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.

"Lot, Interior." A lot, other than a corner lot, including through or double frontage lots.

"Lot Line." A property boundary line of any lot held in single or separate ownership; except that where any portion of the lot extends into the abutting street or alley, the lot line shall be deemed to be the street or alley right-of-way.

"Lot Line, Rear." That boundary of a lot which is opposite the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line ten (10') feet in length within the lot, parallel to and at the maximum distance from the front lot line.

"Lot, Reversed Frontage." A lot in which the frontage is at right angles, or approximately right angles, to the general pattern in the area involved. A reversed frontage lot may be a corner lot or an interior lot.

"Lot, Substandard." A lot or parcel of land for which a deed has been recorded in the Office of the Hennepin County Recorder upon or prior to the effective date of this Ordinance which does not meet the minimum lot area, structure setbacks or other dimensional standards of this Ordinance.

"Lot, Through." A lot fronting on two parallel streets.

"Lot, Unit." Lots created from the subdivisions of a two- family dwelling ~~or quadraminium~~ having different minimum lot size requirements than the conventional base lots within the zoning district.

"Lot Width." The minimum required horizontal distance between the side lot lines measured at right angles to the lot depth, at the minimum building setback line. If no setback line is established, the distance between the side lot lines measured along the public right-of-way.

"Malt Liquor." Any beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.

~~**"Manor Home."** A residential structure with five to eight units with each unit having a separate entrance/exit. There may be more than one floor and an attached garage space.~~

"Manufacturing". A building where compounding, assembly, packaging, treatment or storage of products and materials occurs.

"Medical and Dental Clinic." A structure intended for providing medical and dental examinations and service available to the public. This service is provided without overnight care available.

"Metes and Bounds Description." A description of real property which is not described by reference to a lot or block shown on a map~~,~~ but- is described by starting at a known point and describing the bearings and distances of the lines forming the boundaries of the property or delineating a fractional portion of a section, lot or area by described lines or portions thereof.

"Micro-Production ~~Facility~~Facilities." A facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption. Micro-production facilities include breweries, brewpubs, wineries, and distilleries.

"Minerals." Soil, clay, stone, sand and gravel and other similar solid material or substance to be mined from natural deposits.

"Mixed-Use Buildings." A building with multiple principal uses.

"Model Home." A home which is similar to others in a development and which is open to public inspection for the purpose of selling said other homes.

“Monument Sales, excluding Processing”. An establishment that sells and displays a statue or structure that is installed in memory of the dead, excluding processing and manufacturing of the statue or structure.

“Mortuaries or Funeral Homes”. An establishment that provides a variety of uses for funeral services as defined in state statutes.

"Motel/Motor Hotel." A building or group of detached, semi-detached or attached buildings containing guest rooms or units, each of which has a separate entrance directly from the outside of the building, or corridor, with garage or parking space conveniently located to each unit, and which is designed, used or intended to be used primarily for the accommodation of transient guests traveling by automobile.

"Motor Fuel Station." A place where gasoline is stored only in underground tanks, kerosene or motor oil and lubricants or grease, for operation of automobiles, are retailed directly to the public on premises, and including minor accessories and services for automobiles, but not including automobile major repairs and rebuilding.

“Motor Vehicle Rental and Sales”. An establishment where motor vehicles that are licensed by the Minnesota Department of Natural Resources or the Minnesota Department of Motor Vehicles and are stored and displayed for rent or sale.

“Motor Vehicle Service.” An establishment where general repair, including rebuilding or reconditioning engines, motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall painting or paint job; vehicle steam cleaning, installation of audio system, painting and upholstering, replacement of parts, tires, and glass, and other associated repair to passenger automobiles and trucks not exceeding 12,000 pounds gross weight.

"Non-Conforming Structure, Use, or Lot, Illegal." A lot, building, structure, premises, or use illegally established when it was initiated, created, or constructed, which did not conform with the applicable conditions or provisions of the City Code for the district in which the structure or use is located.

"Non-Conforming Structure, Use, or Lot, Legal." A lot, building, structure, premises, or use lawfully established when it was initiated, created, or constructed, which does not now conform with the applicable conditions or provisions of this Ordinance for the district in which the structure or use is located.

"Noxious Matter or Material." Material capable of causing injury to living organisms by chemical reaction, or capable of causing detrimental effects on the physical or economic well-being of individuals.

~~**"Nursing Home."** A private building with facilities for the care of children, the aged, or the infirm, or a place of rest for those suffering bodily disorders, but not containing equipment for surgical care or for treatment of disease or injury. The nursing home shall be licensed by the State Board of Health as provided for in Minnesota State Statutes.~~

"Obstruction." Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure or matter in, along, across or projecting into any channel, watercourse or regulatory floodplain which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.

"Occupancy." The purpose for which a building is used or intended to be used. The term shall also include the building or room housing such use. Change of occupancy is not intended to include change of tenants or proprietors.

~~**"Open Sales Lot."** Land devoted to the display of goods for purchase, sale, rent, lease or trade where such goods are not enclosed within a building, and for the storage of same prior to sale.~~

"Open Space." Any open area not covered by structures, including, but not limited to, the following uses, required or established yard areas, parking areas, sidewalks, school walks, trails, recreation areas, water bodies, shorelands, watercourses, wetlands, groundwater recharge areas, floodplain, floodway, flood fringe, erodible slopes, woodland, and soils with severe limitation for development.

~~**"Open Storage."** Storage of material outside of a building.~~

~~**"Out-Patient Care."** Medical examination or service available to the public in a hospital. This service is provided without overnight care and shall be considered a separate, independent, principal use when combined or operated in conjunction with a hospital.~~

"Overburden." The earth, rock and other materials that lie above a natural deposit of mineral.

"Outlot." A lot remnant or parcel of land left over after platting, which is intended as open space or other future use, and upon which no structure is to be located and for which no building permit shall be issued.

"Owner." An individual, association, syndicate, partnership, corporation, trust or any other legal entity holding an equitable or legal ownership interest in land, buildings, structures, dwelling unit(s) or other property.

"Parcel." An individual lot or tract of land.

"Parking Garages/Lots." Any off-street area that is artificially surfaced or any structure that is designed for the temporary location and parking of vehicles.

"Parking and Loading Areas and Structures." ~~:~~ A space or berth on the same lot with a building or contiguous to a group of buildings for the temporary parking of a vehicles or truck while loading or unloading merchandise or materials.

"Parking Space (Off-Street)." An area of such shape and dimensions as provided by this Ordinance, enclosed in the principal building, in an accessory building, or unenclosed, sufficient in size to store one motor vehicle, which has adequate access to a public street or alley and permitting satisfactory ingress and egress of an automobile.

"Performance Standard." Criterion established for setbacks, fencing, landscaping, screening, drainage, accessory buildings, outside storage and to control noise, odor, toxic or noxious matter, vibration, fire and explosive hazards, or glare or heat or other nuisance elements generated by or inherent in uses of land or buildings.

"Permitted Use." A use which may be lawfully established in a particular district or districts, provided it conforms with all requirements, regulations, and performance standards (if any) of such districts.

"Person." Any individual or legal entity.

"Personal Fitness Club." A facility that provides personal fitness classes with a floor area of under 3,000 square feet. These facilities include yoga and pilates studios, small gym facilities and similar boutique classes.

"Personal Services." Commercial services that result in the physical delivery of a process to a person or group of less than ten (10) people to whom it is directed rather than a salable product. Personal services include hair and nail salons, therapeutic massage spas, tanning spas and similar uses.

"Places of Assembly." A building or portion of a building used or designed for the gathering together of 50 or more persons for such purposes as meetings, conferences, celebration, worship, entertainment, and/or amusement.

"Planned Unit Development."

A. As a conditional use permit, a development procedure whereby internal site design standard deviations from this Ordinance may be allowed in order to accommodate two or more principal structures, and/or facilitates improved site design and operation as specified in Chapter 933 of this Ordinance.

B. As a zoning district, a development procedure whereby a mixing of buildings and uses can occur which cannot be otherwise addressed under this Ordinance, and/or whereby internal site design standard deviations from this Ordinance may be allowed to improve site design and operation, as specified in Chapter 933 of this Ordinance.

"Planning Commission." The Wayzata Planning Commission.

"Post Offices." A structure that houses the establishment that is a public department responsible for the mail services

"Principal Use." The main use of land or buildings as distinguished from subordinate or accessory uses. A "principal use" may be either permitted or conditional.

"Professional Services (inc. Finance and Office Uses)". An establishment for the purposes of providing services in which the practitioner must have special training, a professional degree, or license in a particular profession such as accountant or engineer.

"Protective Covenants." Contracts entered into between all owners and holders of mortgage constituting a restriction on the use of property within a subdivision for the benefit of the property owners~~,~~ and providing mutual protection against undesirable aspects of property value and economic integrity of any given area.

"Public Uses." Uses owned or operated by municipal, school districts, county, state, or other governmental units.

~~**"Public Utility."** Any person, firm, corporation, municipal department or board fully authorized and furnishing under municipal regulation to the public electricity, gas, steam, communication services, cable television, telegraph services, transportation, water or the like.~~

"Public Services and Utilities." Government and public utility buildings and structures necessary for the health, safety, and general welfare of the city. This includes all public infrastructure and private services for small utilities services and does not include equipment, infrastructure or structures for distribution lines.

"Publication." Notice placed in the official City newspaper stating time, location and date of meeting and description of the topic.

~~**"Quadraminiums."** Single structures which contain four subdivided dwelling units all of which have individually separate entrances from the exterior of the structure.~~

"Publicly Owned Civic or Cultural Building." Buildings such as Libraries, City Offices, Auditoriums, Public Administration Buildings, Public Parking Structures as a Principal and Sole Use, and Historical Developments.

"Railroad Right-of-Way." A strip of land with railway tracks and auxiliary facilities for track operation.

"Recreation, Outdoor Private". An area of land, water, or development where amusement, recreation or outdoor athletic sports are provided, whether temporary or permanent, except a theater, whether provision is made for the accommodation of an assembly or not~~. The definition may include~~, including golf courses, arenas, stadiums, gymnasiums, soccer fields, multi-purpose athletic fields, and similar uses.

"Recreation, ~~Field~~ or ~~Building.~~Outdoor Public." An area of land, water, or any building in which amusement, recreation or athletic sports are provided for public or semi-public use, whether temporary or permanent, except a theatre, whether provision is made for the accommodation of an assembly or not. The definition may include~~A~~ a golf course~~s~~, arena~~s~~, ~~baseball park,~~ stadium~~s~~, ~~circus or~~ gymnasium~~s~~, ~~is a recreation field or building~~soccer fields, multi-purpose athletic fields, and similar uses.

"Recreation, Outdoor Residential, Accessory." Private recreational facilities accessory to an existing principal permitted use on the same lot which is operated for the ~~purpose~~enjoyment and convenience of the residents of the principal use and their occasional guests.

"Recreation, Outdoor Residential, Principal." Private recreational facilities that are the primary or principal use on a property and located off-site from the residents it serves.

"Recreational Vehicle." Includes manufactured homes less than 30 feet in overall length, including those with telescope or fold down, chassis, mounted campers, house cars, motor homes, tent trailers, slip-in-campers (those mounted in a pickup truck or similar vehicle), converted buses, and converted vans used primarily for recreational purposes. Cars utilized for racing shall not be included in this definition.

“Repair of Home, Garden or Personal Appliances” An establishment that provides restoration of equipment to proper functioning for equipment associated with a person’s residence, lawn and garden, or personal use.

“Research”. An establishment or facility that studies, experiments, and investigates material and sources aimed at discovery and interpretation of facts, typically for new methods, materials or products.

"Residential Care Facility, 6 or Fewer Residents." Any facility having 6 or fewer residents licensed by the State ~~Department of Health or Department of Public Welfare~~of Minnesota, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include, but are not limited to~~. State institutions under the control of the Commissioner of Public Welfare,~~, foster homes, halfway houses, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children.

~~**"Restaurant."** An establishment which serves food in or on non-disposable dishes to be consumed primarily while seated at tables or booths within the building.~~

~~"Retail~~**“Residential Care Facility, 16 or Fewer Residents”.** Any facility having 16 or fewer residents, licensed by the State of Minnesota, public or private, which for gain or otherwise regularly provides one or more persons with 24 hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include but are not limited to foster homes, halfway houses, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children.

"Retail Sales, Limited." The sale of items in small quantities directly to the consumer.

“Retail Sales, General”. Any establishment, occupation, employment or enterprise where merchandise is exhibited or sold, or where incidental and related small-scale manufacturing or services are offered for compensation.

"Roof Line." Is defined as the top of the coping; or, when the building has a pitched roof, at the intersection of the outside wall with the roof.

"Roomer." One who rents a room and eats meals elsewhere.

“Sailing School”. A private establishment for teaching sailing.

“Sales; Garden, Greenhouses or Nursery”. An establishment that sells goods associated with lawn and garden care which can include maintaining -live landscape material in an enclosed structure or greenhouse, or outdoors.

Sales, Service, or Rental; Outdoors”. Land devoted to the display of goods for purchase, sale, rent, lease or trade where such goods are not enclosed within a building, and for the storage of same prior to sale.

Sales, Service, or Rental; Accessory”. An establishment that sells, repairs or rents products accessory or subordinate to the principal use on the property

"Satellite Dish." Shall mean a combination of:

A. Antenna or dish antenna whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources;

B. A low-noise amplifier (LNA) which is situated at the focal point of the receiving component and whose purpose is to magnify and transfer signals;

C. A coaxial cable whose purpose is to carry the signals into the interior of the building.

"Satellite Dish Height." Shall mean the height of the antenna or dish measured vertically from the highest point of the antenna or dish when positioned for operation, to the top of the foundation which supports the antenna.

~~**"School."** A building used for the purpose of elementary or secondary education, which meets all the requirements of compulsory education laws of the State of Minnesota, and not providing residential accommodations.~~

"Semi-Public Use." Uses owned by private or private non-profit organizations which are open to some, but not all, of the public, such as denominational cemeteries, private schools, clubs, lodges, recreation facilities, churches, etc.

"Septic Sewer System." A septic sewer disposal system consists of. septic tank, absorption field of standard trenches or a dry well, house sewer and outlet sewer. In the septic tank, bacterial action breaks down sewage. Standard trenches or a dry well handles final disposal of liquid from the septic tank. The house sewer brings wastes to the tank and the outlet sewer carries sewage liquids (effluent) from the absorption field.

"Service Commercial." The sale of services, which may include the limited sale of related goods, on the premises to the general public by appointment or by walk-in.

"Setback." The minimum horizontal distance between a structure and the property line nearest thereto; within Shoreland Districts it shall also mean the minimum horizontal distance between a structure or a sewage treatment system and the ordinary high water level. For purposes of earth shelter buildings only, above grade portions shall be used in determining setback requirements. Distances are to be measured from the most outwardly extended portion of the structure at ground level, except as provided herein after.

"Shopping Center." An integrated grouping of commercial stores, under single ownership or control.

"Shoreland Related."

A. **"Bluff."** A topographic feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff):

   1. Part of all of the feature is located in a shoreland area.
   2. The slope rises at least 25 feet above the ordinary high--water level of the waterbody.
   3. The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater.
   4. The slope must drain toward the waterbody.

B. **"Bluff Impact Zone."** A bluff and land located within 20 feet from the top of a bluff.

C. **"Boathouse."** A structure designed and used primarily for the storage of boats or boating equipment.

D. **"Commercial Planned Unit Development."** Uses that provide transient, short-term loading spaces, rooms, or parcels and their operations are essentially service-oriented. For example, hotel/motel accommodations, resorts, recreational vehicle and camping parks, and other primarily service-oriented activities are commercial planned unit developments.

E. **"Commissioner."** The Commissioner of the Department of Natural Resources.

F. **"Deck."** A horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending more than three feet above ground.

G. **"Guest Cottage."** A structure used as a dwelling unit that may contain sleeping spaces and kitchen and bathroom facilities in addition to those provided in the primary dwelling unit on a lot.

H. **"Intensive Vegetation Clearing."** The complete removal of trees or shrubs in a contiguous patch, strip, row or block.

I. **"Ordinary High--Water Level."** The boundary of public waters and wetlands~~,~~ and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high--water level is the elevation of the top of the bank of the channel. For reservoirs and flowage, the ordinary high-- water level is the operating elevation of the normal summer pool.

J. **"Public Waters."** Any waters as defined in Minn. Stats. § 103G.005, Subdivisions 14 and 15. However, no lake, pond, or flowage of less than ten acres in size in municipalities and 25 acres in size in unincorporated areas need be regulated for the purposes of Minn. R., parts 6120.2500 to 6120.3900. A body of water created by a private user where there was no previous shoreland may, at the discretion of the local government, be exempted from Minn. R., parts 6120.2500 to 6120.2900.

K. **"Public Waters—General Development (GD)."** Large, deep lakes or lakes of varying sizes and depths with high levels and mixes of existing development. These lakes often are extensively used for recreation and, except for the very large lakes, are heavily developed around the shore. Second and third tiers of development are fairly common. The larger examples in this class can accommodate additional development and use.

L. **"Public Waters—Recreational Development (RD)."** Medium sized lakes of varying depths and shapes with a variety of landform, soil, and ground water situations on the lands around them. They often are characterized by moderate levels of recreational use and existing development. Development consists mainly of seasonal and year-round residences and recreationally-oriented commercial uses. Many of these lakes have capacities for accommodating additional development and use.

M. **"Sensitive Resource Management."** The preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over ground water or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

N. **"Sewer System."** Pipelines or conduits, pumping stations, and force main, and all other constructions, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

O. **"Shore Impact Zone."** Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback.

P. **"Shoreland."** Land located within the following distances from public waters. One thousand feet from the ordinary high water level of a lake, pond, or flowage; and 300 feet from a river or stream, or the landward extent of a floodplain designated by Ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the commissioner.

Q. **"Significant Historic Site."** Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minn. Stats. § 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota State Archaeologist or the Director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

R. **"Steep Slope."** Land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and

construction techniques and farming practices are used in accordance with the provisions of this Ordinance. Where specific information is not available, steep slopes are lands having slopes over 12 percent, as measured over horizontal distances of 50 feet or more, that are not bluffs.

S. **"Surface Water-Oriented Commercial Use."** The use of land for commercial purposes, where access to and use of a surface water feature is an integral part of the normal conductance of business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.

T. **"Toe of the Bluff."** The point on a bluff that is the lower end of a 50-foot segment, measured on the ground, with an average slope exceeding 18 percent or the ordinary high water level, whichever is higher.

U. **"Top of the Bluff."** The point on a bluff that is the upper end of a 50-foot segment, measured on the ground, with an average slope exceeding 18 percent.

V. **"Water-Oriented Accessory Structure or Facility."** A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.

"Sidewalk Café, Outdoors." A food and beverage establishment that provides outdoor seating or dining area within the public right of way with City license.

"Sign Related."

A. **"Artificial light."** Illumination resulting from internal or external artificial light sources, including glare and reflected light byproducts of artificial light sources.

B. **"Address Sign."** A sign communicating only a street address.

C. **"Advertising Sign."** Any permanent non-governmental sign advertising products, services, commodities, entertainment or other activity not offered at the location of the sign or not exclusively related to the premises on which the sign is located.

D. **"Alteration."** Any change to a sign excluding routine maintenance, repair, painting or change of copy of any existing sign.

E. **"Awning, Canopy or Marquee Sign."** A sign that is permanently or semi-permanently affixed to an awning, canopy, marquee or other similar device.

F. **"Banners."** Attention getting devices which resemble flags and are of a paper, cloth or plastic-like consistency.

G. **"Building Facade."** That portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation.

H. **"Copy."** The wording on a sign surface either permanent or removable letter form.

I. **"Directional Sign."** An on-site sign for the purpose of making specific locations known and to assist in finding these locations (e.g. "Parking," "Shipping Receiving Area").

J. **"Directory Sign, Private."** An exterior information wall sign, or a free-standing sign identifying the names of residences, businesses or professional offices served by a common public entrance such as an apartment complex, shopping center, or office building.

K. **"Directory Sign, Public."** A sign, group of signs on a sign panel or any identifiable object intended to communicate a public message or direction when located on public property as may be approved by the Wayzata City Council.

L. **"District."** A specific zoning district as defined in the City Zoning Ordinance.

M. **"Flashing Sign."** Any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation, or an externally-mounted intermittent light source.

N. **"Freestanding Sign."** A self-supporting sign affixed to a freestanding frame structure not attached to a building.

O. **"Gross Surface Area."** The entire area in square feet within a single continuous perimeter enclosing the extreme limits of the complete message of any sign, which limits shall include the surface on which the message is affixed, except that if individual letters of the message are affixed directly to the surface of a wall the maximum height and width of the message shall apply. Such perimeter shall not include any structural elements lying outside the limits of the sign surface which do not form an integral part of the sign message, except where the sign structure is held by the City Manager to be larger than is required for structural strength.

P. **"Ground or Low Profile Sing."** A sign not supported by exposed posts or poles which is architecturally designed and located directly at grade, and where the base width dimension is 50 percent more of the greatest width of the sign. Also called monument sign. Also called a Low Profile Sign.

Q. **"Holiday or Seasonal Sign."** Signs such as religious decorations, etc. or those used for a historic holiday or special event and displayed for a limited period of time.

R. **"Identification Sign."** A sign which identifies the business, owner, manager, resident or address of the premises where the sign is located and which contains no other material.

S. **"Illuminated Sign."** A sign illuminated by an artificial light source either directed upon it or illuminated from an interior source.

T. **"Integral Sign."** A sign carrying the name of a building, its date of erection, monumental citations, commemorative tablets and the like when carved into stone, concrete or similar material or made of bronze, aluminum or other permanent type of construction and made an integral part of the structure.

U. **"Monument Sign."** A sign not supported by exposed posts or poles which is architecturally designed and located directly at grade, and where the base width dimension is 50 percent more of the greatest width of the sign. Also called a ground sign or low profile sign.

V. **"Parapet."** A low wall which is located on a roof of a building.

W. **"Political Sign."** A sign used exclusively to call attention to the candidacy of any individual or party for elective office which appears on the official ballot to be voted upon by the citizens of the City.

X. **"Portable Sign."** A sign advertising a product or service so designed as to be movable from one location to another and not permanently attached to the ground or a structure.

Y. **"Principal Frontage."** The wall of the principal building on a lot which fronts toward the principal public streets.

Z. **"Projecting Sign."** Any sign which projects over 12 inches from the front edge of a roof structure and/or building facade.

AA. **"Pylon Sign."** A sign supported by a column-type structure that is set firmly in or below ground surface and finished in a material consistent with the sign.

BB. **"Real Estate Sign."** A business sign placed only upon a property advertising that particular property for sale, for rent or for lease.

CC. **"Roof Sign."** A sign erected upon or against a sloping roof but no extending above or beyond the roof line.

DD. **"Setback Line."** The minimum horizontal distance between a property line and the nearest edge of the sign, base or support structure.

EE. **"Sign."** A name, identification, description, display or illustration which is affixed to or represented directly or indirectly upon an awning, canopy, marquee, building, structure or piece of land which directs attention to an object, product, place, activity, person, institution, organization or business, a "sign" shall not include any official court or other public notices, nor shall it include the flag, emblem or insignia of a nation, political unit, school or religious, service or fraternal group.

FF. **"Sign Height."** Sign height shall be determined from the base of the sign structure to the peak of the sign.

GG. **"Sign Structure."** The supports, uprights, bracing, foundations and framework of any structure which supports or is capable of supporting any sign as defined herein.

HH. **"Swinging Sign."** A sign installed or an arm or spar, that is not, in addition, permanently fastened to an adjacent wall or upright pole.

II. **"Temporary Sign."** A sign erected or displayed for a specific period of time.

JJ. **"Time and/or Temperature Sign."** A sign that displays the current time and/or temperature without advertising material, company name, logo or other identifying marks.

KK. **"Total Allowable Sign Area."** The maximum allowable gross surface area in square feet of a sign or signs. The maximum number of signs cannot be arranged and integrated so as to create a surface area in excess of this requirement.

LL. **"Traffic Sign."** A sign which is erected by a governmental unit for the purpose of directing or guiding traffic.

MM. **"UL Approved."** A device which has been approved by the "Underwriters' Laboratories (48)," a U.S. non-profit organization which establishes standards for electrical equipment.

NN. **"Wall Sign."** A single-faced sign attached to or painted on an exterior wall of a building, parallel to the building wall and which does not project more than 12 inches from the plane of the building.

OO. **"Window Sign."** A sign that is placed inside a window or upon the window or upon the windowpanes or glass and is visible from the exterior of the window. This does not include merchandise on display.

"Site Plan." A map drawn to scale depicting the development of a tract of land, including, but not limited to, the location and relationship of structures, streets, driveways, recreation areas, parking areas, easements, utilities, landscaping, and walkways, as related to a proposed development.

"Slope." Means the degree of deviation of a surface from the horizontal, usually, expressed in percent of degrees.

"Solar Energy System." Any solar collector or other solar device or any structural design of a building whose primary purpose is to collect, convert and store solar energy for useful purposes including heating and cooling of buildings, domestic water heating, electric power generation and other energy using processes.

"Spot Zoning." A zoning situation where a property or group of properties is unjustifiably zoned differently from adjacent properties~~,~~ and is not sufficiently unique from such adjacent properties to justify a different zoning classification, nor is such action in compliance with the Comprehensive Plan.

"Stacking Area." That area which allows for a line of automobiles in such instances as drive-up tellers and other vehicle service areas.

"Storage, Indoor." An establishment that has enclosed storage of merchandise in either a principal or accessory structure.

"Storage, Outdoor." The storage of goods, materials, equipment, manufactured products and similar items not fully enclosed by a building and accessory or subordinate to the principal use.

"Story." That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, including below ground portions of earth sheltered buildings, except that the topmost

story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement, or unused under floor space is more than six feet above grade as defined herein for more than 50 percent of the total perimeter or is more than 20 feet above grade as defined herein at any point, such basement or unused under floor space shall be considered as a story.

"Story, First." The lowest story in a building which qualifies as a story, as defined herein, except that a floor level in a building having only one floor level shall be classified as a first story, provided such floor level is not more than four feet below grade, as defined herein, for more than 50 percent of the total perimeter or not more than eight feet below grade, as defined herein, at any point.

"Story, Half." The portion of a building immediately under a sloping roof which has the point of intersection of the top line of the rafters and the face of the walls not to exceed three (3) feet above the floor of such story.

"Street." A public right-of-way for vehicular traffic, whether designated as a highway, thoroughfare, arterial, parkway, collector, through-way, road, avenue, boulevard, lane, place, drive, court or otherwise designated, which has been dedicated or deeded to the public for public use and which affords principal means of access to abutting property.

"Street—Collector." Collector roadways provide a balance between land access and mobility. Their primary function is to move traffic from the local street system to the arterial system. When collectors intersect with arterials, traffic signals generally control traffic. Intersections with local streets are usually under stop sign control with collector streets having their right-of-way.

"Street—Local." Local streets provide local land access with limited emphasis on mobility. Local streets account for 65 percent to 80 percent of the total road system mileage but carry only ten percent to 30 percent of the total traffic. In a residential setting, driveways are freely permitted and intersections of local streets are often uncontrolled. Stop signs are usually installed where traffic control is required such as at intersections with collector streets.

"Street—Minor Arterial." Minor arterials make up the class of roadways including other state highways, certain county roads and major city streets. These roads primarily provide mobility, carrying short to medium length trips (two to six miles), and have controlled land access. Minor arterials as a group account for about 15 percent to 25 percent of the total mileage and carry roughly one-fourth of all traffic for the metropolitan roadway system. Minor arterials generally are given the traffic right-of-way over local streets and they usually have traffic signals at intersections with other minor arterials and some collector streets.

"Street—Intermediate Arterial." The intermediate arterial category was developed by the City of Wayzata and is not included in the Metropolitan Council's Development Guide. Intermediate arterials function at a level between the minor arterial and major arterial categories. Intermediate arterials are not limited access facilities but serve primarily trips between rather than within subregions.

"Street—Principal (Major) Arterial." Major arterials provide a high level of mobility between subregions, serving medium to long distance trips. Principal arterials are grade separated or have high capacity controlled at-grade intersections. No parking is permitted, the posted speed limit is typically 40—55 mph and traffic volumes range from 10,000 to 50,000 ADT. The Metropolitan Council recommends that major arterials be spaced one to three miles apart.

"Street Pavement." The wearing or exposed surface of a street or roadway used by vehicular traffic.

"Street Width." The shortest distance between the lines delineating the right-of-way of a street.

"Structure." Anything ~~which is built~~manufactured, constructed or erected~~; an edifice~~ which is normally attached to or ~~building of any kind; or any piece of work artificially built up and/or composed of parts joined together in some definite manner whether temporary or permanent in character. Among other things,~~positioned on land, including portable structures ~~including, but not limited to, buildings, decks, walls, fences, and swimming pools.~~ .

"Structural Alteration." Any change, other than incidental repairs, which would prolong, or modify the life of the supporting members of a building, such as bearing walls, columns, beams, girders, or foundations.

"Surveyor." A land surveyor registered under Minnesota State laws.

"Swimming Pool." A structure designed to be used for swimming which has a capacity of 3,000 gallons or more or which has a depth of over 36 inches.

"Taproom (Brewery)." An area for the on-sale consumption of malt liquor produced by the brewer for consumption on the premises of a brewery. A taproom may also include sale for off-premises consumption of malt liquor produced at the brewery location or adjacent taproom and owned by the brewery for off-premises consumption, packaged subject to Minn. Stats. § 240A.301, Subd. 7(b), or its successor.

"Tasting Room (Winery/Distillery)." An area for the on-sale consumption of distilled spirits or wine produced on the premises of one winery or one distillery and in common ownership to the producer of the wine or distilled spirits.

~~**"Townhouses."** Structure housing four or more dwelling units contiguous to each other only by the sharing a common wall(s), each such unit having a separate primary entrance to the exterior of the building at or near grade level, such structures to be of the town or row houses type as contrasted to multiple apartment structures.~~

"Theaters, excluding Drive-Ins". An establishment in which plays or movies are shown to an audience while inside an enclosed building. A theater where movies are watched while sitting in a vehicle is prohibited.

"Travel Trailer." Any vehicle or structure designed and used for human living quarters which meets all of the following qualifications.

A. Is not used as the permanent residence of the owner or occupant.

B. Is used for temporary living quarters by the owner or occupant while engaged in recreational or vacation activities.

C. Is towed or otherwise transported by its own or by other motive power, on the public streets or highways incidental to such recreational or vacation activity.

The term "travel trailer" shall not include manufactured home. The term "travel trailer" shall include, but not be limited to, campers, camper tents, house trailers, camping trailers, travel trailers, tent trailers and any other self-propelled vehicle constructed to provide living accommodations. (See also the definition of "Recreation Vehicle.")

"Tree Preservation Related."

A. **"City Forester"** A person appointed as City Forester in City Code Section 710.02(b).

B. **"Clear Cutting."** The removal of an entire stand of trees and/or vegetation.

C. **"Coniferous Tree"** A woody plant bearing seeds and cones oftentimes, but not always, retaining foliage throughout the year.

D. **"Construction Area"** Any area in which movement of earth, alteration in topography, soil compaction, disruption of vegetation, change in soil chemistry, or any other change in the natural character of the land occurs as a result of site preparation, grading, building construction or any other construction activity.

E. **"Critical Root Zone"** The area around a tree measured from the trunk of the tree with a radius that is equal to 1.5 feet for each one inch of DBH of the tree. For example, if a tree's DBH is ten inches, then its critical root zone radius is 15 feet (10 x 1.5 = 15).

F. **"Deciduous Tree"** A woody plant which has a defined crown, and which loses leaves annually.

G. **"Diameter of Tree at Breast Height" or "DBH"** The diameter of a tree as measured 4½ feet 54 inches above the ground. Trees that branch near or below 4½ feet from the ground will be measured at the narrowest point below 4½ feet. Trunks that originate from the ground shall be considered separate trees.

H. **"Healthy Tree"** A tree that is in the average or better condition and vitality for the area, as determined by the City Forester.

I. **"Heritage Tree"** A Rapid-Growth Tree that is 30 inches or greater in DBH, a Standard-Growth Tree that is 25 inches or greater in DBH, or a Healthy Coniferous Tree that is 25 inches or greater in DBH.

J. **"Landscape Architect"** A person licensed by the State of Minnesota as a landscape architect.

K. **"Nursery Stock Dealer"** or **"Nursery Stock Grower**" A person licensed by the State of Minnesota as a nursery stock dealer or a nursery stock grower.

L. **"Public Infrastructure"** The construction or maintenance of:

1. Collector or arterial roads as defined by the City Transportation Plan;
2. Public recreational trails;
3. Stormwater infrastructure;
4. Installation or maintenance of trunk utility infrastructure as described in the Comprehensive Sewer or Water Plans; or
5. Any essential service or public improvement.

M. **"Rapid-Growth Tree Species"** A species of tree recognized as rapid-growth trees by the City Forester, including cottonwood, poplar/aspen, box elder, willow, silver maple, elm, mulberry, and ash.

N. **"Removal" or "Tree Removal":**

1. Manual, mechanical, chemical, or abiotic or biotic (fire, water, insects or inoculation) methods which results in the physical removal of a tree;
2. Grading impact, compaction, or other damage up to 40 percent of a tree's Critical Root Zone;
3. Excessive pruning that severely impacts the long term survivability of the tree; or
4. Any other impact to a tree that comprises the long term health or structural stability of a tree.

O. **"Significant Tree"** A Healthy Standard-Growth Tree that is six inches or greater in DBH, a Healthy Rapid-Growth Tree that is 12 inches or greater in DBH, or a Healthy Coniferous Tree that is 12 feet or greater in height or 12 inches or greater in DBH.

P. **"Site Plan"** The site plan established and described in this Ordinance.

Q. **"Standard-Growth Tree Species"** A species of tree recognized as standard-growth trees by the City Forester.

R. **"Tree Inch(es)"** The DBH of a tree or trees on a site.

S. **"Tree Preservation Plan"** The tree preservation plan established and described in this Ordinance.

T. **"Tree Preservation Zone"** The tree preservation zone established and described in this Ordinance.

U. **"Tree Removal Permit"** A permit that is required under this Ordinance for tree removal.

"Use." The purpose or activity for which the land or building thereon is designated, arranged, or intended or for which it is occupied, utilized or maintained, and shall include the performance of such activity as defined by the performance standards of this Ordinance. Uses are classified as principal or accessory, and as permitted, conditional, ~~and~~ or prohibited.

"Usable Open Space." A required ground area or terrace area on a lot which is graded, developed, landscaped and equipped and intended and maintained for either active or passive recreation or both, available and accessible to and usable by all persons occupying a dwelling unit or rooming unit on the lot and their guests. Such areas shall be grassed and landscaped or covered only for a recreational purpose. Roofs, driveways and parking areas shall not constitute usable open space.

"Variance." A variance is permission to depart from a provision of this Ordinance that may be requested and granted under Chapter 905 of this Ordinance.

~~**"Veterinary Clinic."** Those uses concerned with the diagnosis, treatment and medical care of animals including animal or pet hospitals.~~

~~**"Warehousing."** The storage of materials or equipment within an enclosed building.~~

"Waterbody." Means a body of water (lake, pond) or a depression of land or expanded part of a river, or an enclosed basin that holds water and is surrounded by land.

"Watercourse." A channel or depression through which water flows, such as rivers, streams, creeks, and may flow year-round or intermittently.

"Watershed." The area drained by the natural and artificial drainage system, bounded peripherally by a bridge or stretch of high land dividing drainage areas.

"Wetlands Related."

A. **"Wetland."** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support and that in normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands have the following general diagnostic environmental conditions:

1. **"Vegetation."** The prevalent vegetation consists of macrophytes that are typically adapted to areas having hydrologic and soil conditions described above. Hydrophytic species, due to morphological, physiological, and/or reproductive adaptation(s), have the ability to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions. The period of inundation or soil saturation varies according to the hydrologic/soil moisture regime.

2. **"Soil."** Soils are present and have been classified as hydric, or they possess characteristics that are associated with reducing soil conditions.

3. **"Hydrology."** The area is inundated either permanently or periodically at mean water depths less than two meters (6.6 feet), or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation. The period of inundation or soil saturation varies according to the hydrologic/soil moisture regime.

Indicators of vegetation associated with wetlands, of developed under reducing conditions, and of hydrologic conditions that occur in wetlands are listed in the "Corps of Engineers Wetlands Delineation Manual" (U.S.-ACOE, Environmental Laboratory, 1987. Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Miss.). As defined here, wetlands also include any watercourse, natural drainage system, water body, stormwater detention basin or wetland that may be subject to periodic flooding, overflow, and/or seasonal high water table.

B. **"Wetlands Overlay District."** The area containing the wetlands within the City of Wayzata, such wetlands being defined as any watercourse, natural drainage system, water body, stormwater detention basin or wetland that may be subject to periodic flooding, overflow, or seasonal high water table.

C. **"Accessory Structure."** A structure not intended for human habitation, the structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

D. **"Wetland District Boundary."** That area located between the calculated 100-year frequency flood elevation and 2½ feet above the 100-year frequency flood elevation.

E. **"Essential Services."** Those services deemed by the City Council to be necessary for the health, safety and general welfare of residents of the community and surrounding area.

F. **"Flood Envelope."** Represents the boundary of the Wayzata Overlay District, such boundary being defined as that area located between the calculated 100-year frequency flood elevation and 2½ feet above the 100-year frequency flood elevation.

G. **"Flood Envelope of a Wetland/Detention Basin."** Represents the boundary of the detention basin, such boundary being defined as that area located between the calculated 100-year frequency flood elevation and 2½ feet above the 100-year frequency flood elevation.

H. **"Stormwater Detention Basin."** A basin, depression or holding area which is intended or used for the detention or storage of stormwater runoff.

I. **"Wetland System District Map."** That map showing the wetland districts within the City of Wayzata. The wetlands are classified pursuant to the "Corps of Engineer Wetlands Delineation Manual" (U.S. ACOE, Environmental Laboratory, 1987. Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Miss.), and the "Stormwater Management Plan for the City of Wayzata."

J. **"Wetland Systems Impact Plan."** Plan for development of any area within the Wayzata Wetlands Overlay District.

~~**"Wholesaling."** The selling of goods, equipment and materials by bulk to another business that in turn sells to the final customer.~~

"Winery." A facility operated by the owner of a Minnesota farm and producing table, sparkling, or fortified wines from grapes, grape juice, other fruit bases, or honey with a majority of the ingredients grown or produced in Minnesota. A winery may include a tasting room.

"Yard." An open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein.

"Yard, Depth of." The mean horizontal distance between the line of a building and the lot line.

"Yard, Front." The front yard of a lot shall be considered to be the area extending along the full length of a front lot line between side lot lines and to the depth required in the yard regulations for the district in which it is located.

"Yard, Rear." A space extending between the rear line of the principal building and the rear line of the lot and extending the full width of the lot.

"Yard, Required." That distance specified in the yard requirements pertaining to setbacks. Setbacks and required yards are used interchangeably.

"Yard, Side." A yard between the principal building and the side line of the lot extending from the front to the rear building lines.

"Zero Lot Line." The reduction of side yard setback requirements to zero, permitting the placement of a structure near or adjacent to the side yard lot line. With zero lot line, no portion of the structure or accessory appurtenance shall project over the lot line.

"Zoning Administrator." The duly appointed officer charged with the administration and enforcement of this Ordinance.

"Zoning Amendment." A change authorized by the City Council either in the allowed use within a district or in the boundaries of the district.

"Zoning District." An area or areas of the City (as delineated on the Zoning Map) set aside for specific uses with specific regulations and provisions for use and development as defined by this Ordinance.

"Zoning District Overlay." A zoning district containing regulations superimposed upon other zoning district regulations and superseding the underlying zoning district use regulations.

"Zoning District Underlying (Base)." All zoning districts except overlay zoning districts.

"Zoning Map." The map or maps incorporated into this Ordinance as part thereof, designating the zoning districts.