# WAYZATA CITY COUNCIL MEETING AGENDA

Wayzata City Hall Community Room, 600 Rice Street

**WEDNESDAY**, February 5, 2014

## WORKSHOP AGENDA:

## 5:30 PM REVIEW ORGANIZATIONAL ANALYSIS

## 7:00 PM - CITY COUNCIL MEETING

| ITEM | DESCRIPTION | PRESENTER | TT | JA | KW | AM | BA | VOTE | PAGE # |
|---|---|---|---|---|---|---|---|---|---|
| **1** | **Roll Call** | | | | | | | | |
| | | | | | | | | | |
| **2** | **Approve Agenda** | | | | | | | | |
| | | | | | | | | | |
| **3** | **Public Forum - 15 Minutes (3 min/person)** | | | | | | | | |
| a. | Planning Commissioner Service Awards | | | | | | | | |
| b. | Swearing-In Ceremony for New Firefighters | Klapprich / Nelson | | | | | | | |
| | | | | | | | | | |
| **4** | **Consent Agenda** | | | | | | | | 2 |
| a. | Approval of Workshop Minutes of January 21, 2014 and Minutes of January 21, 2014 | | | | | | | | |
| b. | Approval of Check Register | | | | | | | | |
| c. | Approval of Lease Agreement with the Wayzata Historical Society for the Wayzata Depot at 402 Lake Street E. | | | | | | | | |
| d. | Approval of Lease Agreement with the Greater Area Chamber of Commerce for the Wayzata Depot at 402 Lake Street E. | | | | | | | | |
| e. | Approval of Municipal Licenses | | | | | | | | |
| f. | Municipal Licenses Which Received Administrative Approval (Informational Only) | | | | | | | | |
| | | | | | | | | | |
| **5** | **New Business** | | | | | | | | |
| a. | First Reading of Ordinance #744 Vacation of Street Right-of-Way and Public Utility Easements at Elm Lane | Gadow | | | | | | | 31 |
| b. | Consider Law Enforcement Labor Services, Inc. (LELS) 2014-2016 Union Contract | Nelson | | | | | | | 37 |
| | | | | | | | | | |
| **6** | **City Manager's Report and Discussion Items** | | | | | | | | |
| a. | Discuss Process for Considering Beach Concessions | | | | | | | | |
| | | | | | | | | | |
| **7** | **Public Forum (as necessary)** | | | | | | | | |
| | | | | | | | | | |
| **8** | **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 - February 18 & March 4, 2014
Planning Commission - February 24 & March 3, 2014

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.

**WAYZATA CITY COUNCIL**
**<u>DRAFT</u> - WORKSHOP MEETING MINUTES**
**January 21, 2014**

**<u>5:30 PM DISCUSS CITY COUNCIL SALARIES</u>**

Mayor Willcox called the workshop meeting to order at 5:30 p.m. in the Community Room at Wayzata City Hall. Council Members Present: Amdal, Anderson, and Tanner. Also present: City Manager Nelson, and Finance Manager Ovshak.

Ms. Ovshak provided the Council with comparison data from the League of Minnesota Cities website on Councilmember's and Mayor wages for cities with a population between 5,000-10,000. Wage information was also provided for the cities of Brooklyn Center, Hopkins and New Hope, three cities with comparable tax capacities. The Council reviewed the data and asked staff to draft a resolution for Council review in February 2014 which provides for an increase in the annual Councilmember wages from the current $3,000 to $4,500 and an increase in the annual Mayor's wages from the current $4,500 to $6,000 beginning in 2015. The Council also asked for more information on the Public Employees Retirement Association's (PERA) defined contribution plan for the Mayor and Councilmembers. The Council also asked for information on stipend payments for Planning Commissioners.

The workshop meeting was adjourned at 6:00 p.m.

**<u>6:00 PM DISCUSS NEXT STEPS IN EMERALD ASH BORER PROGRAM</u>**

Mayor Willcox called the workshop meeting to order at 6:00 p.m. in the Community Room at Wayzata City Hall. Council Members Present: Amdal, Anderson, and Tanner. City staff present: City Manager Nelson, Public Service Director Dudinsky, and City Planner Gadow. Also present: City Forestry Consultant, Manuel Jordan.

Mr. Dudinsky provided an outline for a public forum to be held in 2014 in an effort to provide the public with information about Emerald Ash Borer. The Council directed Mr. Dudinsky to conduct the public forum in the Spring (March or April 2014), after the snowbirds have returned to Wayzata from their winter travels.

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

**<u>6:30 PM DISCUSS REPLACEMENT OF HOCKEY BOARDS</u>**

Mayor Willcox called the workshop meeting to order at 6:30 p.m. in the Community Room at Wayzata City Hall. Council Members Present: Amdal, Anderson, and Tanner. Also present: City Manager Nelson, Public Service Director Dudinsky, City Engineer Kelly, and City Planner Gadow.

Mr. Dudinsky provided the Council with background information regarding the hockey boards at Klapprich Park. After receipt of a Hennepin County Youth Sports grant, the City installed new hockey boards in 2010. In 2012, staff began to see excessive damage to the boards at the north end of the rink. Late in 2013, staff contacted the vendor of the hockey boards to discuss repair or replacement of the boards. The vendor offered several options: Replacement of broken panels for permanent install; replacement of broken panels and conversion to a portable system; or buyback of the existing system and replace with something else. Staff recommended acceptance of the buyback proposal in the amount of $24, 320, and construction of a new wooden hockey board system. The Council directed staff to accept the buyback proposal and construct a new wooden hockey board system with higher quality boards that are aesthetically pleasing and potentially accommodate a dog park use within the rink during the summer months. In addition, the Council directed staff to contact Wayzata resident Matt Majka to see if he is aware of any grants which the City may apply for.

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

Respectfully submitted,

Becky Malone
Deputy City Clerk

**WAYZATA CITY COUNCIL**
**DRAFT - MEETING MINUTES**
**January 21, 2014**

**AGENDA ITEM 1. Call to Order and Roll Call.**
Mayor Willcox called the meeting to order at 7 p.m. Council Members present: Amdal, Anderson, and Tanner. Council Member absent and excused: Mullin. Also present: City Manager Nelson, City Planner Gadow, City Engineer Kelly, and City Attorney Schelzel.

**AGENDA ITEM 2. Approve Agenda.**
Mr. Tanner made a motion, seconded by Mr. Amdal, to approve the agenda, as presented. The motion carried 4/0.

**AGENDA ITEM 3. Public Forum – 15 Minutes (3 minutes per person).**
There were no comments.

**AGENDA ITEM 4. Consent Agenda.**
Mr. Amdal made a motion, seconded by Mr. Tanner, to approve the consent agenda:
a. Approval of Workshop Minutes of January 7, 2014 and Minutes of January 7, 2014
b. Approval of Check Register
c. Consider Second Reading of Ordinance #743 Amending Chapters 502-505 of the City Code (Intoxicating Liquor, Wine 3.2% Malt Liquor, Private Club Liquor)
d. Approval of Fire Protection Agreement with the City of Woodland for 2014
e. Approval of Fire Protection Agreement with the City of Orono for 2014
f. Consider 6:30 p.m. on April 1, 2014 Date for Local Board of Appeal and Equalization Meeting
g. Municipal licenses which received administrative approval (informational only)
h. Police Activity Report
i. Building Activity Report

The motion carried 4/0.

**AGENDA ITEM 5. Public Hearing.**
**a. Public Hearing on Street and Public Utilities Vacation for Elm Lane**
Mr. Gadow explained this is a component of the application to redevelop 1055 Wayzata Boulevard to vacate Elm Lane and allow for realignment to incorporate a new Walgreens and Anchor Bank buildings. Since vacation of a street requires five affirmative votes, he recommended the public hearing be held tonight and the vote delayed until the next meeting. Mr. Gadow displayed a map depicting the location of Elm Lane and indicated that placement of utility easements will be part of the final platting process.

The Council noted an advantage of this vacation is to move the project farther south and away from the residential neighborhood and better align the point of access. Mr. Gadow indicated that consideration of the redevelopment project is subject to this vacation. If the vacation is not approved, the applicant would have to submit a modified site plan.

Mr. Willcox opened and closed the public hearing at 7:10 p.m. as no one wished to speak to this item.

Mr. Gadow explained that staff will vet, with financial and legal staff, the process to set aside tax increment gained from this property for park purposes or to plant trees. Ms. Nelson explained the market value would be increased with this vacation and it would be a Council determination whether to set policy to divert that portion of increased taxes (estimated at $1,015) to a specific purpose. The Council briefly discussed that option and concern was raised about "tying the hands" of future Councils and the benefit of not restricting re-designation of those funds. Ms. Nelson explained how the funds could be tracked. The Council asked staff to provide a recommendation at a future meeting.

Mr. Tanner made a motion, seconded by Mr. Amdal, to table consideration of the vacation of Elm Lane for street and public utilities purposes to the February 5, 2014 meeting. The motion carried 4/0.

**AGENDA ITEM 6. New Business.**

**a. Consider Resolution No. 05-2014 Anchor Bank / Walgreens Project**

Mr. Gadow reviewed that in November of 2013, the Council directed staff to prepare a draft resolution to approve this project with conditions of approval. He noted the number of exhibits that would be attached to the resolution, if approved. Mr. Gadow displayed each of the four design iterations and fifth iteration the Council reviewed two weeks ago.

Todd Mohagen, Mohagen Hanson Architectural Group representing Anchor Bank, displayed images of the site and final design iteration, and described project elements. He stated a trellis was added on the west side to soften the area in addition to a wall that will screen the drive thru.

John Kohler, architect with Semper Development representing the applicant, presented the updated site plan, enhanced landscaping, and final grading elevations. He noted the retaining walls would be lowered to 1.5 feet to 2.5 feet in height and there would be gentler slopes. Sidewalks will meet ADA requirements. Mr. Kohler advised that the County would be taking right-of-way, which would be part of the plat. The Walgreens signs would only be on the south and east sides and equipped with dimmers and there would be 67 parking spaces.

The Council discussed the site plan and asked questions of Messrs. Mohagen and Kohler relating to whether the number of parking spaces could be reduced to the Code requirement of 54 to create additional green space and buffer for the neighborhood. Mr. Kohler stated Walgreens wants 50 parking spaces so while some of the parking spaces could be eliminated, an entire row could not be eliminated. Mr. Kohler agreed with the Council's suggestion to eliminate the four parking spaces in the island west of the drive thru, eliminate the trellis, and plant a three-foot berm. The Council noted that Code requires 50% transparency on the Wayzata Boulevard side. Mr. Kohler explained how the historical Wayzata window scenes could be changed. Mr. Gadow advised that three deviations were being requested: less than 50% transparency on the Wayzata Boulevard façade, more than 10% metal on the Anchor Bank building, and more than 10% metal on the Walgreen's building. With regard to having less than 50% transparency on the Wayzata Boulevard façade, he explained that support had been expressed to screen views of the store's operation. It was noted that should the use change in either building, it would require a process and review by the Planning Commission and Council.

Mr. Kohler stated a lid could be constructed to create a more finished ceiling appearance and block the view of ductwork. He stated Walgreens wants to remain open until midnight; however, there was resident concern so a condition within the Resolution is to close at 10 p.m. The Council discussed the three design deviation requests and expressed no objections.

Mr. Gadow advised of the following revision to the draft Resolution, Page 18, Condition C. Construction Times and Timing. 2. "Walgreens ~~and Anchor Bank~~ may not be open for business until a certificate of occupancy has been issued for the first house constructed on the Residential Parcels that are a part of the project." Mr. Kohler stated in Phase 1 they will install the access drive and remove Elm Lane to accommodate the location of Anchor Bank. He reviewed the schedule for the residential plat, demolition of the existing Anchor Bank building, and construction of the new Anchor Bank and Walgreens. The Council agreed with this Resolution revision.

The Council supported a revision to the draft Resolution, Page 21, Section 4.2 Proposed Subdivision, to add: "F. The final plat must include easement language for emergency access and pedestrian use." Mr. Willcox reviewed operational restrictions as contained in the Resolution.

Mr. Kohler stated the Walgreen's signage is shut off when the store is closed and can incorporate a timer for that function.

Because it is addressed elsewhere in the Resolution, the Council supported a revision to the draft Resolution, Page 20, Section D. Operational Requirements, to strike Condition 6 indicating: "~~Garbage pickup times must occur during permitted business hours.~~"

The Council also supported revisions to the draft Resolution, Page 22, Section 4.5 Site Plan, to address the reduction of four parking spaces in the drive-thru island, to construct a three-foot buffer, and to include the use of historical pictures in the windows.

Mr. Mohagen stated Code requires a four-inch metal flashing cap on top of the walls; however, due to the scale of this building, they will use a larger 12-inch metal architectural cap. The Council supported this additional deviation to the Resolution under in Section 801.09.11.1h, Item 3.4. a3.

Mr. Tanner made a motion, seconded by Mr. Amdal, to adopt Resolution No. 05-2014 Approving PUD Amendment, Concurrent Preliminary and Final Plat, Drive-Thru CUPs, Project Design, and Site Plan for 1055 Wayzata Boulevard E., and 141, 155 Central Avenue N., as revised above and subject to the vacation of Elm Street.

Mrs. Anderson voiced her reservation because there is a current PUD on the property and she found there was not just cause for that PUD agreement to be amended. In addition, she found the items listed in this application are not consistent with the Comprehensive Plan to protect this neighborhood and residential neighborhoods father west on Wayzata Boulevard from zoning creep.

The motion carried 3/1 (Anderson).

**b. Consider Resolution No. 06-2014 – 1409 Holdridge Terrace Subdivision**

Mr. Gadow presented the application for concurrent preliminary and final plat for a three-lot subdivision at 1409 Holdridge Terrace, a 2.3 acre property, that would keep the existing single-family home on one lot and construct two new single-family homes on the two newly created lots. He displayed diagrams depicting the plat, landscaping plan, development plan, and two proposed building renderings that identified building materials. Mr. Gadow also displayed a new building rendering for Lot 2 with a side-loading garage as requested by the Planning Commission. The Council found the building renderings were too similar in style.

Ben Wikstrom, Lakewest Development Company LLC, stated the homes have not yet been sold. He indicated the house on Lot 3 will face the I-394 frontage road and the other will face Holdridge Terrace. Mr. Wikstrom stated they would be happy to incorporate different design elements or building materials so the houses are not too similar.

The Council expressed concern that the house facing I-394 frontage road would receive a lot of freeway noise. Mr. Wikstrom agreed that was a concern but the neighbors wanted the house on Lot 3 to remain on the front of the lot. He stated they were willing to construct on the rear of the lot but the driveway would result in the loss of a few more trees. Mr. Wikstrom stated they would like to first identify the buyer and understand that a change in the house plans would require Council review.

With regard to drainage, Mr. Gadow indicated Code would not allow water to go onto other properties. Mr. Kelly stated in review of the subdivision, drainage across Lot 3 was his concern and the intent is to notify future owners of the drainage easement.

The Council voiced concern about allowing tree removal before the home is constructed. Mr. Gadow explained that if approved tonight, the builder would be able to clear trees prior to receipt of a building permit. If that is of concern, a condition could be added to establish parameters for tree removal. Mr. Wikstrom reviewed the types and sizes of trees to be planted. It was noted that staff had contacted a landscape consultant and his suggestions were followed related to species of plants. Marty Campion, Campion Engineering, stated the front portion of Lot 3 would be filled to meet the road elevation and create the vision for a potential buyer.

The Council discussed house placement. Mr. Wikstrom stated they did not argue the condition to place the house towards the front of Lot 3 but if there was an option in case a buyer wants the house located towards the rear, they would accept that as well. He advised of the location of a 42-inch oak tree along Holdridge Terrace that was shown to be removed; however, they think it can be saved. Mr. Gadow noted if the house on Lot 3 is located farther back, it would increase the hardcover.

The Council reviewed each of the conditions as contained in the draft Resolution and asked questions of staff. With regard to restricting the timing of tree removal to one lot at a time, Mr. Wikstrom stated that may be problematic unless they can do Lot 3 in its entirety. Mr. Campion stated most of the grading occurs on Lot 3 and it should not impact grading on Lot 2 but such a restriction would reduce efficiency. Mr. Wikstrom noted there are other homes along the frontage road and with the demand market within Wayzata and its school system, it may not take long for the lots to sell. The Council explained its concern relates to clear cutting the property and the lots not selling for a long period of time due to road noise. Mr. Gadow suggested allowing removal of trees on Lot 3 as long as screening to the south and west occurs concurrently. Mr. Wikstrom agreed to such a condition. It was noted that the newly planted trees would be of a much smaller size than the trees to be removed, but it would provide a "mid-ground" solution.

Mrs. Anderson made a motion, seconded by Mr. Tanner, to adopt Resolution No. 06-2014 Approving Preliminary and Final Plat Subdivision at 1409 Holdridge Terrace, as revised: Page 7, Condition A, to indicate: "The Applicant shall construct the single family detached Building Plans included in the Application, and Depicted in Attachment B, <u>with differentiating exterior architecture of the two new homes</u>." and Page 7, Condition L, to allow removal of trees on Lot 3 as long as screening to the south and west occurs concurrently. The motion carried 4/0.

**c. Consider Parking Development Agreement at 328 Barry Avenue S.**

Mr. Gadow reviewed the Council's past approval of a development for a three-story mixed use office project at 328 Barry Avenue S., including a CUP to reduce the number of parking stalls. In 2008, the Council approved two programmatic changes to the building to allow a second level of underground parking, the upper two floors to be utilized as office, and the lower floor to be utilized as residential. In 2010, the Council approved a request to allow the building to be fully utilized for office with a condition that the owner work with staff to address future proof-of-parking. Mr. Gadow explained that since that time, John Nolan and his staff have worked with City staff and the City Attorney to draft an Agreement to provide for future proof-of-parking and address parking concerns if the building usage were to exceed the 33 underground parking spaces within the building. Mr. Gadow presented the Parking Development Agreement.

The Council noted the "trigger" to activate is a tenant change that drives a greater parking demand and the requirement is on the landowner to so notify the City. The City would then evaluate the actual demand.

The Council agreed with the suggestion of Mr. Gadow to amend Section 3, Special Assessments, to add the following sentence to Subsection D. "<u>Not withstanding the foregoing, the parking shortage shall in no event exceed 18 stalls</u>."

Mr. Tanner made a motion, seconded by Mr. Amdal, to approve the Parking Development Agreement for 328 Barry Avenue S., as amended above. The motion carried 4/0.

**d. Consider Cooperative Agreement with Three Rivers Park District**

Mr. Gadow stated at the direction of the Council, staff prepared a Cooperative Agreement with Three Rivers Park District to make application for a Transportation Alternatives Program Solicitation grant for the potential cycle track along Lake Street and wayfinding signage along Ferndale Road N. to connect Dakota Trail to the Luce Line Trail. He reported that only the project for wayfinding signage was accepted for the bundled grant. It was noted that a requirement of this grant was a 20% match of funds ($13,600) in 2017 if the grant is successful.

The Council asked staff to monitor placement of signage to prevent "signage pollution." Mr. Gadow indicated staff will work on a separate grant application for the cycle track project and seek a sponsor for that application. It was noted these projects were identified within the Lake Effect.

Mrs. Anderson made a motion, seconded by Mr. Amdal, to approve a Cooperative Agreement with Three Rivers Park District. The motion carried 4/0.

**e. Consider Approval of Strategic Planning Report 2014**

Ms. Nelson presented the updated 2014 Strategic Planning Report and identified initiatives. She stated staff continues to work with the facilitator to refine the Report. Ms. Nelson stated she met with the Long Lake Administrator relating to the opportunity for shared services and felt it may still be an option.

Mr. Amdal made a motion, seconded by Mrs. Anderson, to approve the 2014 Strategic Planning Report. The motion carried 4/0.

**f. Consider Approval of RFP for New Website**

Ms. Nelson presented details of the Request for Proposals (RFP) for the new website to create a more usable platform. She reviewed the process and anticipated schedule and requested feedback on the RFP and web redesign.

The Council noted the proposed rate is drastically lower than when the website was first developed. Ms. Nelson stated she thinks it is a reasonable budget based on the features it will contain. She stated staff would review the RFPs, schedule interviews for three to five firms, and bring forward a recommendation based on input from the Communications Board.

John Berryhill, 229 Byrondale Avenue North, suggested the website offer a search feature such as Google.

Mr. Tanner made a motion, seconded by Mrs. Anderson, to approve the RFP as presented. The motion carried 4/0.

**<u>AGENDA ITEM 7. City Manager's Report and Discussion Items.</u>**

Ms. Nelson reported on upcoming committee and staff meetings and items to be considered by the HRA at its next meeting. She announced Lake Effect meetings and anticipated schedule when the Draft Report would be available for review and feedback.

Mr. Kelly provided an update on the Bushaway Road project. The Council expressed interest in addressing the landscaping plan within Wayzata.

Mr. Willcox announced the Chilly Open on February 8, 2014 and that the next Council meeting would be held on Wednesday, February 5, due to the caucus.

**<u>AGENDA ITEM 8. Public Forum Continued (if necessary).</u>**

There were no comments.

**<u>AGENDA ITEM 9. Adjournment.</u>**

Mr. Tanner made a motion, seconded by Mr. Amdal to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 9:15 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

Drafted by Carla Wirth, *TimeSaver Off Site Secretarial, Inc.*

# CITY OF WAYZATA

# *Check Detail Register©

**December 2013 to January 2014**

| | | Check Amt | Invoice | Comment |
|---|---|---|---|---|
| **20100 Accounts Payable** | | | | |
| Paid Chk# 094221 1/24/2014 | **ABSOLUTE MECHANICAL** | | | |
| E 640-49100-404 | Repairs/Maint - Machin/Equip | $1,281.68 | 3360 | MUNI HVAC REPAIRS |
| | **Total ABSOLUTE MECHANICAL** | $1,281.68 | | |
| Paid Chk# 094222 1/24/2014 | **ANDERSON HROMADA PAINTING &** | | | |
| E 640-48000-409 | Maint services & Improv | $975.00 | MUNI 12/9/13 | BAR TOUCHUPS |
| | **Total ANDERSON HROMADA PAINTING &** | $975.00 | | |
| Paid Chk# 094223 1/24/2014 | **BAKER, PAULA** | | | |
| E 430-46113-309 | Contractual Services | $437.78 | REIMB. | FENCE REPAIRS |
| | **Total BAKER, PAULA** | $437.78 | | |
| Paid Chk# 094224 1/24/2014 | **BANK OF AMERICA** | | | |
| E 101-42200-240 | Small Tools and Minor Equip | $87.87 | | FD TOOLS |
| E 101-42200-210 | Operating Supplies (GENERAL) | $87.94 | | FD SUPPLIES |
| | **Total BANK OF AMERICA** | $175.81 | | |
| Paid Chk# 094225 1/24/2014 | **BIFFS, INC.** | | | |
| E 101-45200-415 | Other Equipment Rentals | $42.80 | W516865 | SERVICE |
| | **Total BIFFS, INC.** | $42.80 | | |
| Paid Chk# 094226 1/24/2014 | **BOXES & MORE, INC.** | | | |
| E 640-47000-210 | Operating Supplies (GENERAL) | $87.33 | 133091 | STORE SUPPLIES |
| E 640-47000-210 | Operating Supplies (GENERAL) | $359.88 | 133125 | STORE SUPPLIES |
| | **Total BOXES & MORE, INC.** | $447.21 | | |
| Paid Chk# 094227 1/24/2014 | **CITY VIEW PLUMBING & HEATING** | | | |
| E 640-48000-401 | Repairs/Maint Buildings | $181.50 | 40989 | MUNI REPAIRS |
| | **Total CITY VIEW PLUMBING & HEATING** | $181.50 | | |
| Paid Chk# 094228 1/24/2014 | **CORCORAN, CITY OF** | | | |
| E 101-49200-309 | Contractual Services | $12,780.00 | 09/16/13 | STORM CLEANUP ASSISTANCE |
| | **Total CORCORAN, CITY OF** | $12,780.00 | | |
| Paid Chk# 094229 1/24/2014 | **CULLIGAN-METRO** | | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | $128.78 | 101X26075708 | SUPPLIES |
| | **Total CULLIGAN-METRO** | $128.78 | | |
| Paid Chk# 094230 1/24/2014 | **EHLERS** | | | |
| E 401-40000-309 | Contractual Services | $650.00 | 347795 | ECON.DEV.CONSULTING |
| E 401-40000-309 | Contractual Services | $1,400.00 | 347796 | ECON.DEV.CONSULTING |
| | **Total EHLERS** | $2,050.00 | | |
| Paid Chk# 094231 1/24/2014 | **FRANKLINE BRONZE PLAQUES** | | | |
| E 101-41910-302 | Consultants | $489.18 | 18200 | HPB PLAQUES |
| | **Total FRANKLINE BRONZE PLAQUES** | $489.18 | | |
| Paid Chk# 094232 1/24/2014 | **HENNEPIN COUNTY TAX SERVICES** | | | |
| E 316-40000-499 | Miscellaneous | $508.53 | 99-2014-1 | TIF COSTS |
| E 314-40000-499 | Miscellaneous | $1,382.04 | 99-2014-1 | TIF COSTS |
| | **Total HENNEPIN COUNTY TAX SERVICES** | $1,890.57 | | |
| Paid Chk# 094233 1/24/2014 | **HOHENSTEINS INC.** | | | |
| E 640-47000-253 | Beer For Resale | $265.25 | 675148 | BEER |
| | **Total HOHENSTEINS INC.** | $265.25 | | |
| Paid Chk# 094234 1/24/2014 | **LHB, INC.** | | | |
| E 430-40000-302 | Consultants | $70.50 | 130445.00-1 | EASTMAN LANE |

# *Check Detail Register©

December 2013 to January 2014

| | | | Check Amt | Invoice | Comment |
|---|---|---|---|---|---|
| | | **Total LHB, INC.** | $70.50 | | |
| Paid Chk# 094235 | 1/24/2014 | **LINNIHAN FOY** | | | |
| E 640-47000-340 | Advertising | | $750.00 | 000581-00 | LAKESHORE AD |
| E 640-47000-341 | General Promotions | | $160.00 | 000582-00 | SAVOUR REWARDS |
| | | **Total LINNIHAN FOY** | $910.00 | | |
| Paid Chk# 094236 | 1/24/2014 | **MADDEN, GALANTER, HANSEN, LLP** | | | |
| E 101-41500-306 | Personnel Expense | | $2,046.10 | 12/31/13 | LABOR RELATIONS |
| | | **Total MADDEN, GALANTER, HANSEN, LLP** | $2,046.10 | | |
| Paid Chk# 094237 | 1/24/2014 | **MENARD S** | | | |
| E 101-45200-240 | Small Tools and Minor Equip | | $174.29 | | PARKS SUPPLIES |
| E 101-45200-210 | Operating Supplies (GENERAL) | | $179.27 | | PARKS SUPPLIES |
| | | **Total MENARD S** | $353.56 | | |
| Paid Chk# 094238 | 1/24/2014 | **METRO SALES INC.** | | | |
| E 101-41500-200 | Office Supplies (GENERAL) | | $4.20 | 14330A | OVERAGE DUE |
| | | **Total METRO SALES INC.** | $4.20 | | |
| Paid Chk# 094239 | 1/24/2014 | **MN UC FUND** | | | |
| E 101-45200-140 | Unemployment Comp (GENERAL | | $1,592.00 | 07970965 | 4TH QTR.2013 UNEMPLOYMENT |
| E 640-47000-140 | Unemployment Comp (GENERAL | | $764.80 | 07970965 | 4TH QTR.2013 UNEMPLOYMENT |
| E 640-48000-140 | Unemployment Comp (GENERAL | | $498.84 | 07970965 | 4TH QTR.2013 UNEMPLOYMENT |
| | | **Total MN UC FUND** | $2,855.64 | | |
| Paid Chk# 094240 | 1/24/2014 | **MOSS & BARNETT** | | | |
| E 101-41500-304 | Legal Fees | | $1,290.50 | 597794 | MEDIACOM FRANCHISE LEGAL |
| | | **Total MOSS & BARNETT** | $1,290.50 | | |
| Paid Chk# 094241 | 1/24/2014 | **PILLAR HOMES** | | | |
| E 408-40000-309 | Contractual Services | | $1,212.13 | 107 | DEPOT REPAIRS |
| | | **Total PILLAR HOMES** | $1,212.13 | | |
| Paid Chk# 094242 | 1/24/2014 | **SAM S CLUB** | | | |
| E 101-42200-210 | Operating Supplies (GENERAL) | | $25.45 | | FD SUPPLIES |
| | | **Total SAM S CLUB** | $25.45 | | |
| Paid Chk# 094243 | 1/24/2014 | **SECURITY PRODUCTS COMPANY** | | | |
| E 101-41940-324 | Internet/Web Page | | $125.00 | 1094043 | CITY HALL SERVER UPGRADE |
| | | **Total SECURITY PRODUCTS COMPANY** | $125.00 | | |
| Paid Chk# 094244 | 1/24/2014 | **SPRINT** | | | |
| E 101-42200-323 | Radio Units | | $352.78 | 523093316-14 | SERVICE |
| | | **Total SPRINT** | $352.78 | | |
| Paid Chk# 094245 | 1/24/2014 | **SRF CONSULTING GROUP, INC.** | | | |
| E 401-40000-309 | Contractual Services | | $167.78 | 07920.00-11 | PARKING STUDY |
| E 430-40000-302 | Consultants | | $3,961.25 | 07991.00-9 | EASTMAN LANE |
| E 430-40000-302 | Consultants | | $697.32 | 08291.00-2 | SUPERIOR ROW |
| E 430-40000-302 | Consultants | | $998.70 | 08330.00-1 | WAYZ/BARRY STUFY |
| | | **Total SRF CONSULTING GROUP, INC.** | $5,825.05 | | |
| Paid Chk# 094246 | 1/24/2014 | **SUNBURST CHEMICALS, INC.** | | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | | $502.50 | 0314621 | SUPPLIES |
| | | **Total SUNBURST CHEMICALS, INC.** | $502.50 | | |
| Paid Chk# 094247 | 1/24/2014 | **TOLL GAS & WELDING SUPPLY** | | | |
| E 640-48000-210 | Operating Supplies (GENERAL) | | $46.50 | 40001330 | BAR SUPPLIES |

# CITY OF WAYZATA

# *Check Detail Register©

**December 2013 to January 2014**

| | Check Amt | Invoice | Comment |
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| **Total TOLL GAS & WELDING SUPPLY** | $46.50 | | |
| **20100 Accounts Payable** | $36,765.47 | | |

## Fund Summary

| **20100 Accounts Payable** | |
|---|---|
| 101 GENERAL FUND | $19,277.38 |
| 314 WIDSTEN | $1,382.04 |
| 316 BAY CENTER | $508.53 |
| 401 PERM IMPROVEMENT | $2,217.78 |
| 408 GENERAL FUND CIF | $1,212.13 |
| 430 STREET CIP | $6,165.55 |
| 640 LIQUOR | $6,002.06 |
| | $36,765.47 |

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**January 2014 to January 2014**

| | | Check Amt | Invoice | Comment |
|---|---|---|---|---|
| **10100 Anchor Bank** | | | | |
| Paid Chk# 094118 1/13/2014 | **RUDY LUTHER** | | | |
| G 630-20300 | Deposits Payable | $20,117.46 | CVR REFUND | CVR REFUND |
| | **Total RUDY LUTHER** | $20,117.46 | | |
| Paid Chk# 094119 1/14/2014 | **AMERICAN SOCIETY OF COMPOSERS** | | | |
| E 640-48000-433 | Dues, Licensing & Seminars | $330.00 | 500724620 | MUSIC LICENSE 2014 |
| | **otal AMERICAN SOCIETY OF COMPOSERS** | $330.00 | | |
| Paid Chk# 094120 1/14/2014 | **CENTERPOINT ENERGY** | | | |
| E 640-47000-383 | Fuel, oil and natural gas | $356.97 | | SERVICE |
| E 101-41940-383 | Fuel, oil and natural gas | $3,886.62 | | SERVICE |
| E 101-41940-383 | Fuel, oil and natural gas | $134.28 | | SERVICE |
| E 101-42200-383 | Fuel, oil and natural gas | $500.00 | | SERVICE |
| E 640-48000-383 | Fuel, oil and natural gas | $1,427.88 | | SERVICE |
| | **Total CENTERPOINT ENERGY** | $6,305.75 | | |
| Paid Chk# 094121 1/14/2014 | **GOLDEN VALLEY TCA A LLC** | | | |
| G 630-20300 | Deposits Payable | $1,306.75 | CVR REFUND | CVR REFUND |
| | **Total GOLDEN VALLEY TCA A LLC** | $1,306.75 | | |
| Paid Chk# 094122 1/14/2014 | **HEITKE, ROBERT** | | | |
| E 101-45200-433 | Dues, Licensing & Seminars | $726.36 | REIMB. | REIMB.FOR TRAINING CLASSES |
| | **Total HEITKE, ROBERT** | $726.36 | | |
| Paid Chk# 094123 1/14/2014 | **LMCD** | | | |
| E 101-41500-331 | Mileage & Expense Account | $55.00 | REGISTRATIO | BANQUET RESERVATION |
| | **Total LMCD** | $55.00 | | |
| Paid Chk# 094124 1/14/2014 | **MDRA** | | | |
| E 630-40000-433 | Dues, Licensing & Seminars | $414.00 | 2014 DUES | MOTOR VEHICLE 2014 DUES |
| | **Total MDRA** | $414.00 | | |
| Paid Chk# 094125 1/14/2014 | **METRO CITIES** | | | |
| E 101-41500-433 | Dues, Licensing & Seminars | $1,714.00 | 80 | 2014 DUES |
| | **Total METRO CITIES** | $1,714.00 | | |
| Paid Chk# 094126 1/14/2014 | **MN CHILD SUPPORT PAYMENT CENTE** | | | |
| G 101-21710 | County WH | $191.40 | 001514070701 | WITHHOLDING ORDER |
| | **›tal MN CHILD SUPPORT PAYMENT CENTE** | $191.40 | | |
| Paid Chk# 094127 1/14/2014 | **MN POLICE & PEACE OFFICERS** | | | |
| E 101-42100-433 | Dues, Licensing & Seminars | $96.00 | MPPOA-5613 | 2014 DUES |
| | **Total MN POLICE & PEACE OFFICERS** | $96.00 | | |
| Paid Chk# 094128 1/14/2014 | **MN POLLUTION CONTROL AGENCY** | | | |
| E 620-40000-433 | Dues, Licensing & Seminars | $23.00 | LICENSE REN | WASTEWATER LICENSE RENEWAL |
| | **Total MN POLLUTION CONTROL AGENCY** | $23.00 | | |
| Paid Chk# 094129 1/14/2014 | **NYS CHILD SUPPPORT PROCESSING** | | | |
| G 101-21710 | County WH | $204.75 | NR07016J1 | WITHHOLDING ORDER |
| | **Total NYS CHILD SUPPPORT PROCESSING** | $204.75 | | |
| Paid Chk# 094130 1/14/2014 | **PERMITWORKS, LLC** | | | |
| E 101-42400-433 | Dues, Licensing & Seminars | $3,585.00 | 2014-0044 | SOFTWARE SUPPORT & LICENSE |
| | **Total PERMITWORKS, LLC** | $3,585.00 | | |
| Paid Chk# 094131 1/14/2014 | **WAYZATA ROTARY CLUB** | | | |
| E 101-41500-331 | Mileage & Expense Account | $207.00 | 53 | MEALS & DUES |

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**January 2014 to January 2014**

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| E 101-41500-433 | Dues, Licensing & Seminars | $81.00 | 53 | MEALS & DUES |
| | **Total WAYZATA ROTARY CLUB** | $288.00 | | |
| Paid Chk# 094132 1/14/2014 | **XCEL ENERGY** | | | |
| E 101-45203-381 | Electric Utilities | $4,832.79 | | SERVICE |
| | **Total XCEL ENERGY** | $4,832.79 | | |
| Paid Chk# 094133 1/22/2014 | **AFSCME COUNCIL** | | | |
| G 101-21709 | PW Union dues | $429.44 | JAN.2014 | PW DUES JAN.2014 |
| | **Total AFSCME COUNCIL** | $429.44 | | |
| Paid Chk# 094134 1/22/2014 | **ANCHOR BANK-CARDMEMBER SERV.** | | | |
| E 101-45200-433 | Dues, Licensing & Seminars | $71.74 | | PARK CONF.REG. |
| E 101-41500-331 | Mileage & Expense Account | $145.89 | | MTG.MEALS |
| E 101-45200-210 | Operating Supplies (GENERAL) | $153.01 | | PARKS SUPPLIES |
| E 101-43300-433 | Dues, Licensing & Seminars | $406.00 | | ENG.DUES |
| E 101-41910-433 | Dues, Licensing & Seminars | $405.00 | | PLANNING DUES |
| E 101-42400-433 | Dues, Licensing & Seminars | $325.00 | | BLDG.CONF.REG. |
| E 640-48000-499 | Miscellaneous | $25.00 | | BAR EMPLOYMENT AD |
| E 101-41100-331 | Mileage & Expense Account | $96.12 | | COUNCIL MTG.MEALS |
| | **'otal ANCHOR BANK-CARDMEMBER SERV.** | $1,627.76 | | |
| Paid Chk# 094135 1/22/2014 | **BADGER METER, INC** | | | |
| G 610-14100 | Inventory of Material/Supply | $1,041.05 | 13333501 | WATER METERS |
| G 620-14100 | Inventory of Material/Supply | $1,041.05 | 13333501 | WATER METERS |
| | **Total BADGER METER, INC** | $2,082.10 | | |
| Paid Chk# 094136 1/22/2014 | **BARTON SAND & GRAVEL CO.** | | | |
| E 610-40000-225 | Repair & Maint - System | $453.33 | ACCT.WA950 | WATERMAIN BREAK BINDER ROCK |
| | **Total BARTON SAND & GRAVEL CO.** | $453.33 | | |
| Paid Chk# 094137 1/22/2014 | **BLUE CROSS AND BLUE SHIELD** | | | |
| G 101-21706 | Health Insurance | $37,118.00 | FEB.2014 | HEALTH INS.FEB.2014 |
| | **Total BLUE CROSS AND BLUE SHIELD** | $37,118.00 | | |
| Paid Chk# 094138 1/22/2014 | **BUDGET PRINTING & AWARDS** | | | |
| G 101-20300 | Deposits Payable | $15.98 | 4064 | BENCH PLATE |
| | **Total BUDGET PRINTING & AWARDS** | $15.98 | | |
| Paid Chk# 094139 1/22/2014 | **CLASSIC CLEANING COMPANY** | | | |
| E 101-41940-409 | Maint services & Improv | $1,281.94 | 20292 | MONTHLY CLEANING |
| E 101-41940-409 | Maint services & Improv | $566.41 | 20293 | MONTHLY CLEANING |
| | **Total CLASSIC CLEANING COMPANY** | $1,848.35 | | |
| Paid Chk# 094140 1/22/2014 | **CRABTREE CAMPANIES** | | | |
| E 101-41500-200 | Office Supplies (GENERAL) | $187.00 | 121960 | COPIER SUPPLIES |
| | **Total CRABTREE CAMPANIES** | $187.00 | | |
| Paid Chk# 094141 1/22/2014 | **DELTA DENTAL OF MINNESOTA** | | | |
| G 101-21717 | Dental Insurance | $1,504.55 | 5381553 | DENTAL INS.-FEB.2014 |
| | **Total DELTA DENTAL OF MINNESOTA** | $1,504.55 | | |
| Paid Chk# 094142 1/22/2014 | **ECM PUBLISHERS, INC.** | | | |
| E 101-41500-350 | Printing & Publishing | $58.52 | 65274 | LEGAL NOTICES |
| | **Total ECM PUBLISHERS, INC.** | $58.52 | | |
| Paid Chk# 094143 1/22/2014 | **FIT TEST** | | | |
| E 101-42200-241 | Safety equip/testings | $702.00 | 749 | FD EXAMS |
| | **Total FIT TEST** | $702.00 | | |

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January 2014 to January 2014

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|---|---|---|---|---|
| Paid Chk# 094144 1/22/2014 | **GOPHER STATE ONE CALL** | | | |
| E 610-40000-313 | Permit Fees/Gopher State | $50.00 | 91074 | ANNUAL FEE |
| E 620-40000-313 | Permit Fees/Gopher State | $50.00 | 91074 | ANNUAL FEE |
| | **Total GOPHER STATE ONE CALL** | $100.00 | | |
| Paid Chk# 094145 1/22/2014 | **HD SUPPLY WATERWORKS, LTD** | | | |
| E 610-40000-225 | Repair & Maint - System | $370.08 | B917151 | WATERMAIN REPAIR |
| | **Total HD SUPPLY WATERWORKS, LTD** | $370.08 | | |
| Paid Chk# 094146 1/22/2014 | **INDOOR BOAT STORAGE, INC.** | | | |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | $255.90 | 28330 | FD BOAT REPAIR |
| | **Total INDOOR BOAT STORAGE, INC.** | $255.90 | | |
| Paid Chk# 094147 1/22/2014 | **INTERNATIONAL CODE COUNCIL** | | | |
| E 101-42400-433 | Dues, Licensing & Seminars | $420.00 | INV0379460 | BLDG.OFFICIAL CONF. |
| | **Total INTERNATIONAL CODE COUNCIL** | $420.00 | | |
| Paid Chk# 094148 1/22/2014 | **INTERSTATE POWERSYSTEMS** | | | |
| E 409-42200-540 | Equipment | $442.28 | C001092936 | TANK HEATER |
| | **Total INTERSTATE POWERSYSTEMS** | $442.28 | | |
| Paid Chk# 094149 1/22/2014 | **ITRON, INC.** | | | |
| E 610-40000-225 | Repair & Maint - System | $982.18 | 317345 | SOFTWARE MAINT. |
| E 620-40000-225 | Repair & Maint - System | $982.17 | 317345 | SOFTWARE MAINT. |
| | **Total ITRON, INC.** | $1,964.35 | | |
| Paid Chk# 094150 1/22/2014 | **KIRVIDA FIRE, INC.** | | | |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | $129.00 | 3779 | FD PUMPER REPAIRS |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | $341.25 | 3780 | FD PUMPER REPAIRS |
| E 101-42200-404 | Repairs/Maint - Machin/Equip | $1,305.99 | 3781 | FD PUMPER REPAIRS |
| | **Total KIRVIDA FIRE, INC.** | $1,776.24 | | |
| Paid Chk# 094151 1/22/2014 | **LAMBDA ALPHA INTERNATIONAL** | | | |
| E 101-41910-433 | Dues, Licensing & Seminars | $200.00 | | PLANNING MEMBERSHIP |
| | **Total LAMBDA ALPHA INTERNATIONAL** | $200.00 | | |
| Paid Chk# 094152 1/22/2014 | **LAW ENFORCEMENT LABOR SERVICES** | | | |
| G 101-21707 | Police union dues | $405.00 | JAN.2014 | PD DUES-JAN2014 |
| | **al LAW ENFORCEMENT LABOR SERVICES** | $405.00 | | |
| Paid Chk# 094153 1/22/2014 | **LEAGUE OF MN CITIES INS.TRUST** | | | |
| E 640-48000-365 | Workers Comp Ins | $20,000.00 | 26573 | WORKERS COMP.INS. |
| E 630-40000-365 | Workers Comp Ins | $500.00 | 26573 | WORKERS COMP.INS. |
| E 640-47000-365 | Workers Comp Ins | $5,900.00 | 26573 | WORKERS COMP.INS. |
| E 101-49200-365 | Workers Comp Ins | $41,826.00 | 26573 | WORKERS COMP.INS. |
| E 610-40000-365 | Workers Comp Ins | $5,600.00 | 26573 | WORKERS COMP.INS. |
| E 620-40000-365 | Workers Comp Ins | $5,600.00 | 26573 | WORKERS COMP.INS. |
| | **Total LEAGUE OF MN CITIES INS.TRUST** | $79,426.00 | | |
| Paid Chk# 094154 1/22/2014 | **LEAGUE OF MN CITIES INS.TRUST** | | | |
| E 101-49200-361 | General Liability Ins | $139,038.00 | 45630 | LIAB.& PROPERTY INS. |
| | **Total LEAGUE OF MN CITIES INS.TRUST** | $139,038.00 | | |
| Paid Chk# 094155 1/22/2014 | **LOFFLER COMPANIES, INC.** | | | |
| E 101-41500-311 | Data Processing | $2,966.00 | 1682592 | NETWORK SUPPORT |
| E 409-40000-540 | Equipment | $2,217.00 | 1682882 | ADMIN.COMPUTERS |
| E 640-49100-540 | Equipment | $6,058.89 | 1685538 | LIQ.OP.COMPUTERS & SOFTWARE |
| | **Total LOFFLER COMPANIES, INC.** | $11,241.89 | | |

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January 2014 to January 2014

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| Paid Chk# 094156 | 1/22/2014 | **LYNN & ASSOCIATES** | | | |
| E 101-41500-433 | Dues, Licensing & Seminars | | $600.00 | 2ND HALF 201 | 2014 DUES |
| | | **Total LYNN & ASSOCIATES** | $600.00 | | |
| Paid Chk# 094157 | 1/22/2014 | **MALIKOWSKI, JOAN** | | | |
| E 101-42200-409 | Maint services & Improv | | $145.00 | DEC.2013 | MONTHLY FD CLEANING |
| | | **Total MALIKOWSKI, JOAN** | $145.00 | | |
| Paid Chk# 094158 | 1/22/2014 | **MEDIACOM** | | | |
| E 235-40000-499 | Miscellaneous | | $249.95 | | SERVICE |
| | | **Total MEDIACOM** | $249.95 | | |
| Paid Chk# 094159 | 1/22/2014 | **METRO SALES INC.** | | | |
| E 101-42200-210 | Operating Supplies (GENERAL) | | $140.00 | 154720 | FD REPAIRS |
| | | **Total METRO SALES INC.** | $140.00 | | |
| Paid Chk# 094160 | 1/22/2014 | **METROPOLITAN COUNCIL** | | | |
| E 620-40000-386 | Other Utilities | | $33,718.65 | 0001029379 | SEWER SERVICE |
| | | **Total METROPOLITAN COUNCIL** | $33,718.65 | | |
| Paid Chk# 094161 | 1/22/2014 | **MICRO CENTER** | | | |
| E 101-45200-210 | Operating Supplies (GENERAL) | | $8.97 | 4827640 | SUPPLIES |
| E 101-43100-210 | Operating Supplies (GENERAL) | | $9.00 | 4827640 | SUPPLIES |
| E 620-40000-210 | Operating Supplies (GENERAL) | | $8.50 | 4827640 | SUPPLIES |
| E 610-40000-210 | Operating Supplies (GENERAL) | | $8.50 | 4827640 | SUPPLIES |
| | | **Total MICRO CENTER** | $34.97 | | |
| Paid Chk# 094162 | 1/22/2014 | **MN STATE FIRE CHIEFS ASSOC.** | | | |
| E 101-42200-433 | Dues, Licensing & Seminars | | $397.00 | 2014 DUES | FD 2014 DUES |
| | | **Total MN STATE FIRE CHIEFS ASSOC.** | $397.00 | | |
| Paid Chk# 094163 | 1/22/2014 | **NORTHLAND TRANSCRIPTION** | | | |
| E 101-41500-304 | Legal Fees | | $440.00 | MADDEN | MADDEN LABOR RELATIONS SERVICES |
| | | **Total NORTHLAND TRANSCRIPTION** | $440.00 | | |
| Paid Chk# 094164 | 1/22/2014 | **OFFICE DEPOT** | | | |
| E 101-42100-200 | Office Supplies (GENERAL) | | $123.43 | 682634381001 | SUPPLIES |
| E 101-41500-200 | Office Supplies (GENERAL) | | $27.97 | 682634381001 | SUPPLIES |
| E 101-41100-210 | Operating Supplies (GENERAL) | | $101.94 | 682634453001 | SUPPLIES |
| E 101-41500-200 | Office Supplies (GENERAL) | | $8.00 | 682634453001 | SUPPLIES |
| E 101-42100-200 | Office Supplies (GENERAL) | | $11.98 | 682634455001 | SUPPLIES |
| E 101-41500-200 | Office Supplies (GENERAL) | | $75.30 | 686650521001 | SUPPLIES |
| E 101-41500-200 | Office Supplies (GENERAL) | | $33.57 | 691021731001 | SUPPLIES |
| E 101-42100-200 | Office Supplies (GENERAL) | | $43.27 | 691021731001 | SUPPLIES |
| E 404-40000-499 | Miscellaneous | | $129.99 | 691162120001 | SUPPLIES |
| | | **Total OFFICE DEPOT** | $555.45 | | |
| Paid Chk# 094165 | 1/22/2014 | **STAPLES BUSINESS SUPPLIES** | | | |
| E 101-41500-200 | Office Supplies (GENERAL) | | $317.15 | 3219343277 | SUPPLIES |
| | | **Total STAPLES BUSINESS SUPPLIES** | $317.15 | | |
| Paid Chk# 094166 | 1/22/2014 | **TIME SAVER** | | | |
| E 101-41100-302 | Consultants | | $330.45 | M20283 | MTG.MINUTES |
| | | **Total TIME SAVER** | $330.45 | | |
| Paid Chk# 094167 | 1/22/2014 | **TOLL GAS & WELDING SUPPLY** | | | |
| E 232-40000-210 | Operating Supplies (GENERAL) | | $161.97 | 10006579 | SUPPLIES |
| E 232-40000-210 | Operating Supplies (GENERAL) | | $161.97 | 10006783 | SUPPLIES |
| E 610-40000-210 | Operating Supplies (GENERAL) | | $80.16 | 70000114 | SUPPLIES |

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| | **Total** | **TOLL GAS & WELDING SUPPLY** | $404.10 | | |
| Paid Chk# 094168 | 1/22/2014 | **UNITED FIRE FIGHTER ASSOC.** | | | |
| E 101-42200-433 | Dues, Licensing & Seminars | | $30.00 | 2014 DUES | FD 2014 DUES |
| | **Total** | **UNITED FIRE FIGHTER ASSOC.** | $30.00 | | |
| Paid Chk# 094169 | 1/22/2014 | **USA BLUE BOOK** | | | |
| E 610-40000-404 | Repairs/Maint - Machin/Equip | | $170.89 | 238703 | EQUIP.REPAIRS |
| E 620-40000-404 | Repairs/Maint - Machin/Equip | | $170.89 | 238703 | EQUIP.REPAIRS |
| | **Total** | **USA BLUE BOOK** | $341.78 | | |
| Paid Chk# 094170 | 1/22/2014 | **VAN PAPER COMPANY** | | | |
| E 101-41500-200 | Office Supplies (GENERAL) | | $34.34 | 297508-01 | SUPPLIES |
| | **Total** | **VAN PAPER COMPANY** | $34.34 | | |
| Paid Chk# 094171 | 1/22/2014 | **WARNING LITES** | | | |
| E 610-40000-415 | Other Equipment Rentals | | $176.32 | 134561 | TRAFFIC CONTROL SUPPLIES |
| | **Total** | **WARNING LITES** | $176.32 | | |
| Paid Chk# 094172 | 1/22/2014 | **YOCUM OIL** | | | |
| E 101-49200-212 | Motor Fuels | | $2,623.02 | 602840 | FUEL |
| E 101-49200-212 | Motor Fuels | | $2,606.64 | 602841 | FUEL |
| | **Total** | **YOCUM OIL** | $5,229.66 | | |
| Paid Chk# 094173 | 1/23/2014 | **ANDERSON HROMADA PAINTING &** | | | |
| E 640-47000-409 | Maint services & Improv | | $150.00 | MUNI 1/15/14 | STORE TOUCH UPS |
| | **Total** | **ANDERSON HROMADA PAINTING &** | $150.00 | | |
| Paid Chk# 094174 | 1/23/2014 | **ARCTIC GLACIER INC.** | | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | $50.14 | 461401306 | ICE RESALE |
| | **Total** | **ARCTIC GLACIER INC.** | $50.14 | | |
| Paid Chk# 094175 | 1/23/2014 | **ARTISAN BEER COMPANY** | | | |
| E 640-47000-253 | Beer For Resale | | $218.85 | 38539 | BEER |
| | **Total** | **ARTISAN BEER COMPANY** | $218.85 | | |
| Paid Chk# 094176 | 1/23/2014 | **BELLBOY BAR SUPPLY CORP.** | | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | $75.80 | 41319700 | MISC. |
| E 640-47000-259 | Freight | | $6.20 | 41319700 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $240.00 | 41319800 | WINE |
| E 640-47000-259 | Freight | | $1.55 | 41319800 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | $6,124.05 | 41322700 | LIQ |
| E 640-47000-259 | Freight | | $60.45 | 41322700 | FREIGHT |
| E 640-47000-259 | Freight | | $4.65 | 41424200 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $312.00 | 41424200 | WINE |
| E 640-47000-259 | Freight | | $29.30 | 41424300 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | $3,225.78 | 41424300 | LIQ |
| E 640-47000-256 | MISC.MDSE.RESALE | | $75.95 | 6399800 | CIGARS |
| E 640-47000-210 | Operating Supplies (GENERAL) | | $89.64 | 89586800 | SUPPLIES |
| E 640-47000-210 | Operating Supplies (GENERAL) | | $90.64 | 89601000 | SUPPLIES |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | $143.46 | 89601000 | MISC. |
| E 640-47000-259 | Freight | | $5.09 | 89601000 | FREIGHT |
| E 640-47000-210 | Operating Supplies (GENERAL) | | $51.99 | 89634600 | SUPPLIES |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | $76.00 | 89634600 | MISC. |
| E 640-47000-259 | Freight | | $4.61 | 89634600 | FREIGHT |
| | **Total** | **BELLBOY BAR SUPPLY CORP.** | $10,617.16 | | |
| Paid Chk# 094177 | 1/23/2014 | **BERNICK`S WINE** | | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | | $81.25 | 106437 | MISC. |

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| | **Total BERNICK`S WINE** | $81.25 | | |
| Paid Chk# 094178 1/23/2014 | **BERRY COFFEE COMPANY** | | | |
| E 640-48000-254 | Soft Drinks/Mix For Resale | $165.45 | 1143166 | COFFEE SUPPLIES |
| E 640-48000-254 | Soft Drinks/Mix For Resale | $122.45 | 1146727 | COFFEE SUPPLIES |
| | **Total BERRY COFFEE COMPANY** | $287.90 | | |
| Paid Chk# 094179 1/23/2014 | **BETH, GERALD O** | | | |
| E 640-48000-341 | General Promotions | $150.00 | 2/4/14 | BAR MUSIC 2/4/14 |
| | **Total BETH, GERALD O** | $150.00 | | |
| Paid Chk# 094180 1/23/2014 | **BOURGET IMPORTS** | | | |
| E 640-47000-259 | Freight | $6.00 | 117538 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $580.00 | 117538 | WINE |
| | **Total BOURGET IMPORTS** | $586.00 | | |
| Paid Chk# 094181 1/23/2014 | **CINTAS CORPORATION** | | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | $93.32 | 5000792881 | FIRST AID SUPPLIES |
| | **Total CINTAS CORPORATION** | $93.32 | | |
| Paid Chk# 094182 1/23/2014 | **COCA-COLA** | | | |
| E 640-47000-254 | Soft Drinks/Mix For Resale | $219.04 | 0128126211 | MISC. |
| E 640-48000-254 | Soft Drinks/Mix For Resale | $619.67 | 0158055307 | MISC. |
| | **Total COCA-COLA** | $838.71 | | |
| Paid Chk# 094183 1/23/2014 | **COZZINI BROS., INC.** | | | |
| E 640-48500-415 | Other Equipment Rentals | $73.48 | C708428 | KNIFE EXCHANGE |
| E 640-48500-415 | Other Equipment Rentals | $73.48 | C731324 | KNIFE EXCHANGE |
| | **Total COZZINI BROS., INC.** | $146.96 | | |
| Paid Chk# 094184 1/23/2014 | **DAHLHEIMER DISTRIBUTING CO.** | | | |
| E 640-47000-253 | Beer For Resale | $1,489.50 | 1077475 | BEER |
| E 640-48000-253 | Beer For Resale | $792.00 | 1077478 | BEER |
| E 640-47000-253 | Beer For Resale | $462.00 | 17198 | BEER |
| E 640-48000-253 | Beer For Resale | $406.00 | 17199 | BEER |
| E 640-47000-253 | Beer For Resale | $386.50 | 17305 | BEER |
| E 640-48000-253 | Beer For Resale | $120.00 | 17306 | BEER |
| | **Total DAHLHEIMER DISTRIBUTING CO.** | $3,656.00 | | |
| Paid Chk# 094185 1/23/2014 | **DAY DISTRIBUTING** | | | |
| E 640-48000-253 | Beer For Resale | $244.00 | 733461 | BEER |
| E 640-48000-253 | Beer For Resale | $876.00 | 734280 | BEER |
| E 640-48000-253 | Beer For Resale | $602.00 | 735301 | BEER |
| E 640-47000-253 | Beer For Resale | $666.10 | 735302 | BEER |
| E 640-47000-253 | Beer For Resale | $179.00 | 735633 | BEER |
| E 640-48000-253 | Beer For Resale | $970.00 | 736068 | BEER |
| E 640-47000-253 | Beer For Resale | $646.15 | 736069 | BEER |
| | **Total DAY DISTRIBUTING** | $4,183.25 | | |
| Paid Chk# 094186 1/23/2014 | **DMX MUSIC - MINNEAPOLIS** | | | |
| E 640-48000-415 | Other Equipment Rentals | $92.23 | 50664130 | BAR MUSIC |
| | **Total DMX MUSIC - MINNEAPOLIS** | $92.23 | | |
| Paid Chk# 094187 1/23/2014 | **EXCELSIOR BREWING COMPANY** | | | |
| E 640-48000-253 | Beer For Resale | $130.00 | 2968 | BEER |
| E 640-47000-253 | Beer For Resale | $110.00 | 3010 | BEER |
| E 640-48000-253 | Beer For Resale | $130.00 | 3041 | BEER |
| E 640-47000-253 | Beer For Resale | $65.00 | 3064 | BEER |
| E 640-48000-253 | Beer For Resale | $160.00 | 3084 | BEER |

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| | Total | **EXCELSIOR BREWING COMPANY** | $595.00 | | |
| Paid Chk# 094188 | 1/23/2014 | **G & K SERVICES** | | | |
| E 640-48000-210 | Operating Supplies (GENERAL) | | $100.00 | 1013110660 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48500-217 | Uniforms | | $100.00 | 1013110660 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | | $119.94 | 1013110660 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | | $100.00 | 1013899259 | KITCHEN UNIFORMS & SUPPLIES |
| E 640-48500-217 | Uniforms | | $214.73 | 1013899259 | KITCHEN UNIFORMS & SUPPLIES |
| | Total | **G & K SERVICES** | $634.67 | | |
| Paid Chk# 094189 | 1/23/2014 | **GRAINGER, INC.** | | | |
| E 640-48000-401 | Repairs/Maint Buildings | | $116.69 | 9340141770 | BAR BATHROOM REPAIRS |
| | Total | **GRAINGER, INC.** | $116.69 | | |
| Paid Chk# 094190 | 1/23/2014 | **GRAPE BEGINNINGS, INC.** | | | |
| E 640-47000-259 | Freight | | $13.50 | 161728 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $1,260.00 | 161728 | WINE |
| E 640-47000-259 | Freight | | $11.25 | 162105 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $816.00 | 162105 | WINE |
| E 640-47000-259 | Freight | | $9.00 | 162308 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $446.00 | 162308 | WINE |
| | Total | **GRAPE BEGINNINGS, INC.** | $2,555.75 | | |
| Paid Chk# 094191 | 1/23/2014 | **HEGGIES PIZZA** | | | |
| E 640-48500-255 | FOODIngredients For Resale | | $210.00 | 1424386 | FOOD |
| | Total | **HEGGIES PIZZA** | $210.00 | | |
| Paid Chk# 094192 | 1/23/2014 | **HOHENSTEINS INC.** | | | |
| E 640-47000-253 | Beer For Resale | | $721.50 | 682918 | BEER |
| | Total | **HOHENSTEINS INC.** | $721.50 | | |
| Paid Chk# 094193 | 1/23/2014 | **JJ TAYLOR DISTRIBUTING OF MN** | | | |
| E 640-47000-253 | Beer For Resale | | $1,605.00 | 2162946 | BEER |
| E 640-47000-259 | Freight | | $3.00 | 2162946 | FREIGHT |
| E 640-47000-253 | Beer For Resale | | $582.85 | 2162982 | BEER |
| E 640-48000-253 | Beer For Resale | | $148.32 | 2168475 | BEER |
| E 640-48000-253 | Beer For Resale | | $150.10 | 2168518 | BEER |
| E 640-48000-253 | Beer For Resale | | $339.75 | 2168555 | BEER |
| | Total | **JJ TAYLOR DISTRIBUTING OF MN** | $2,829.02 | | |
| Paid Chk# 094194 | 1/23/2014 | **JOHNSON BROS.-ST.PAUL** | | | |
| E 640-47000-252 | Wine For Resale | | $904.00 | 1755771 | WINE |
| E 640-47000-259 | Freight | | $16.44 | 1755771 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | $2,823.25 | 1755772 | LIQ |
| E 640-47000-259 | Freight | | $42.47 | 1755772 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | $1,182.25 | 1756670 | LIQ |
| E 640-47000-259 | Freight | | $8.22 | 1756670 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $895.30 | 1756953 | WINE |
| E 640-47000-259 | Freight | | $17.81 | 1756953 | FREIGHT |
| E 640-47000-259 | Freight | | $8.22 | 1756954 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | $639.65 | 1756954 | WINE |
| E 640-47000-259 | Freight | | $9.59 | 1756955 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $276.90 | 1756955 | WINE |
| E 640-47000-259 | Freight | | $5.48 | 1756956 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | | $592.52 | 1756956 | LIQ |
| E 640-47000-259 | Freight | | $9.59 | 1760730 | FREIGHT |
| E 640-47000-252 | Wine For Resale | | $540.12 | 1760730 | WINE |
| E 640-47000-251 | Liquor For Resale | | $1,502.58 | 1760731 | LIQ |
| E 640-47000-259 | Freight | | $19.18 | 1760731 | FREIGHT |

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| E 640-47000-259 | Freight | $31.51 | 1760732 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $1,988.65 | 1760732 | WINE |
| E 640-47000-252 | Wine For Resale | $475.50 | 1760733 | WINE |
| E 640-47000-259 | Freight | $15.07 | 1760733 | FREIGHT |
| E 640-47000-259 | Freight | $57.54 | 1761925 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $3,374.20 | 1761925 | WINE |
| E 640-47000-251 | Liquor For Resale | $336.52 | 1761926 | LIQ |
| E 640-47000-259 | Freight | $4.25 | 1761926 | FREIGHT |
| E 640-47000-252 | Wine For Resale | ($90.97) | 603721 | WINE |
| E 640-47000-251 | Liquor For Resale | ($121.37) | 605157 | LIQ |
| E 640-47000-251 | Liquor For Resale | ($227.12) | 605158 | LIQ |
| E 640-47000-251 | Liquor For Resale | ($52.75) | 605308 | LIQ |
| | **Total JOHNSON BROS.-ST.PAUL** | $15,284.60 | | |
| Paid Chk# 094195 | 1/23/2014 **KARLSBURGER FOODS, INC.** | | | |
| E 640-48500-255 | FOODIngredients For Resale | $145.10 | 5-000059042 | FOOD |
| | **Total KARLSBURGER FOODS, INC.** | $145.10 | | |
| Paid Chk# 094196 | 1/23/2014 **LUND S** | | | |
| E 630-40000-499 | Miscellaneous | $43.99 | ACCT.2341 | SUPPLIES |
| E 610-40000-499 | Miscellaneous | $17.97 | ACCT.2341 | SUPPLIES |
| E 101-41500-499 | Miscellaneous | $165.37 | ACCT.2341 | SUPPLIES |
| E 640-47000-254 | Soft Drinks/Mix For Resale | $135.74 | ACCT.2341 | SUPPLIES |
| E 640-48500-255 | FOODIngredients For Resale | $55.40 | ACCT.2341 | SUPPLIES |
| | **Total LUND S** | $418.47 | | |
| Paid Chk# 094197 | 1/23/2014 **MAIN STREET BAKERY** | | | |
| E 640-48500-255 | FOODIngredients For Resale | $78.81 | 233653 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $115.42 | 233747 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $82.39 | 233862 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $102.46 | 233979 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $135.08 | 234050 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $64.26 | 234155 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $105.01 | 234200 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $98.68 | 234344 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $94.55 | 234530 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $171.47 | 234610 | FOOD |
| | **Total MAIN STREET BAKERY** | $1,048.13 | | |
| Paid Chk# 094198 | 1/23/2014 **MMBA** | | | |
| E 640-48000-433 | Dues, Licensing & Seminars | $676.00 | CONF.REG. | CONF.REG. STEVE, CHAD & LINDA |
| E 640-47000-433 | Dues, Licensing & Seminars | $338.00 | CONF.REG. | CONF.REG. STEVE, CHAD & LINDA |
| | **Total MMBA** | $1,014.00 | | |
| Paid Chk# 094199 | 1/23/2014 **NORTHWESTERN FRUIT COMPANY** | | | |
| E 640-48500-255 | FOODIngredients For Resale | $100.00 | 772883 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | ($6.90) | 773184 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $586.95 | 773184 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $201.35 | 773316 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $200.00 | 773458 | FOOD |
| E 640-48000-251 | Liquor For Resale | $119.95 | 773458 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $369.05 | 773654 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $407.75 | 773820 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $483.95 | 773950 | FOOD |
| | **Total NORTHWESTERN FRUIT COMPANY** | $2,462.10 | | |
| Paid Chk# 094200 | 1/23/2014 **PAUSTIS & SONS** | | | |
| E 640-48000-252 | Wine For Resale | $191.25 | 8432080 | WINE |
| E 640-47000-252 | Wine For Resale | $1,342.00 | 8432174 | WINE |

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| | E 640-47000-254 | Soft Drinks/Mix For Resale | $33.00 | 8432174 | MISC. |
| | E 640-47000-259 | Freight | $23.75 | 8432174 | FREIGHT |
| | E 640-47000-252 | Wine For Resale | ($5.52) | 8432500CM | WINE |
| | E 640-47000-252 | Wine For Resale | $192.00 | 8432532 | WINE |
| | E 640-47000-259 | Freight | $4.50 | 8432532 | FREIGHT |
| | E 640-47000-252 | Wine For Resale | $1,729.48 | 8432957 | WINE |
| | E 640-47000-259 | Freight | $25.00 | 8432957 | FREIGHT |
| | E 640-48000-252 | Wine For Resale | $191.25 | 8432958 | WINE |
| | E 640-48000-252 | Wine For Resale | $229.50 | 8434015 | WINE |
| | | **Total PAUSTIS & SONS** | $3,956.21 | | |
| Paid Chk# 094201 | 1/23/2014 | **PEPSI -COLA** | | | |
| | E 640-47000-254 | Soft Drinks/Mix For Resale | $258.45 | 18954655 | MISC.BEV. |
| | | **Total PEPSI -COLA** | $258.45 | | |
| Paid Chk# 094202 | 1/23/2014 | **PHILLIPS WINES & SPIRITS** | | | |
| | E 640-48000-251 | Liquor For Resale | $407.18 | 2542328 | LIQ |
| | E 640-47000-251 | Liquor For Resale | $1,632.33 | 2542454 | LIQ |
| | E 640-47000-259 | Freight | $18.04 | 2542454 | FREIGHT |
| | E 640-47000-252 | Wine For Resale | $963.20 | 2542455 | WINE |
| | E 640-47000-259 | Freight | $12.33 | 2542455 | FREIGHT |
| | E 640-47000-251 | Liquor For Resale | $444.65 | 2545769 | LIQ |
| | E 640-47000-259 | Freight | $5.48 | 2545769 | FREIGHT |
| | E 640-47000-252 | Wine For Resale | $442.40 | 2545770 | WINE |
| | E 640-47000-259 | Freight | $9.82 | 2545770 | FREIGHT |
| | | **Total PHILLIPS WINES & SPIRITS** | $3,935.43 | | |
| Paid Chk# 094203 | 1/23/2014 | **PLUNKETT S PEST CONTROL** | | | |
| | E 640-47000-409 | Maint services & Improv | $40.77 | 3423712 | SERVICE |
| | | **Total PLUNKETT S PEST CONTROL** | $40.77 | | |
| Paid Chk# 094204 | 1/23/2014 | **SOUTHERN WINE & SPIRITS OF MN** | | | |
| | E 640-47000-252 | Wine For Resale | $220.02 | 1117503 | WINE |
| | E 640-47000-259 | Freight | $2.28 | 1117503 | FREIGHT |
| | E 640-47000-259 | Freight | $1.15 | 1119910 | FREIGHT |
| | E 640-47000-259 | Freight | $0.57 | 1119911 | FREIGHT |
| | E 640-47000-252 | Wine For Resale | $2,744.00 | 1119912 | WINE |
| | E 640-47000-259 | Freight | $23.00 | 1119912 | FREIGHT |
| | E 640-47000-259 | Freight | $72.16 | 1119914 | FREIGHT |
| | E 640-47000-251 | Liquor For Resale | $7,117.24 | 1119914 | LIQ |
| | E 640-47000-254 | Soft Drinks/Mix For Resale | $69.00 | 1119915 | MISC. |
| | E 640-47000-259 | Freight | $2.30 | 1119915 | FREIGHT |
| | E 640-47000-251 | Liquor For Resale | $5,567.82 | 5004280 | LIQ |
| | E 640-47000-259 | Freight | $24.72 | 5004280 | FREIGHT |
| | | **Total SOUTHERN WINE & SPIRITS OF MN** | $15,844.26 | | |
| Paid Chk# 094205 | 1/23/2014 | **SPENCER JANITORIAL** | | | |
| | E 640-48000-409 | Maint services & Improv | $2,226.61 | 10107 | MONTHLY CLEANING |
| | | **Total SPENCER JANITORIAL** | $2,226.61 | | |
| Paid Chk# 094206 | 1/23/2014 | **STAN MORGAN & ASSOCIATES, INC.** | | | |
| | E 640-49100-560 | Furniture and Fixtures | $1,485.76 | 57648 | BAR BOOTH SEAT REPLACEMENT |
| | | **Total STAN MORGAN & ASSOCIATES, INC.** | $1,485.76 | | |
| Paid Chk# 094207 | 1/23/2014 | **STARY, MARK** | | | |
| | E 640-48000-341 | General Promotions | $300.00 | 1/30/14 | BAR MUSIC 1/30/14 |
| | | **Total STARY, MARK** | $300.00 | | |
| Paid Chk# 094208 | 1/23/2014 | **STRATEGIC EQUIPMENT AND** | | | |

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| E 640-48500-210 | Operating Supplies (GENERAL) | $0.76 | 2132514 | SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | $180.72 | 2140994 | SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | $28.80 | 2140995 | SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | $298.18 | 2142518 | SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | $118.76 | 2142519 | SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | $38.96 | 2142519 | SUPPLIES |
| E 640-48500-210 | Operating Supplies (GENERAL) | $400.00 | 2145369 | SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | $24.63 | 2145369 | SUPPLIES |
| E 640-48000-210 | Operating Supplies (GENERAL) | $163.40 | 2145371 | SUPPLIES |
| | **Total STRATEGIC EQUIPMENT AND** | $1,254.21 | | |
| Paid Chk# 094209 1/23/2014 | **SUNBURST CHEMICALS, INC.** | | | |
| E 640-48500-210 | Operating Supplies (GENERAL) | $480.76 | 0316941 | SUPPLIES |
| | **Total SUNBURST CHEMICALS, INC.** | $480.76 | | |
| Paid Chk# 094210 1/23/2014 | **SYSCO MINNESOTA** | | | |
| E 640-48500-255 | FOODIngredients For Resale | $69.50 | 312201353 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | ($84.10) | 312271153 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | ($51.56) | 3369821PU | FOOD |
| E 640-48000-342 | Promotions - Food/Drinks | $44.42 | 401031386 | PROMO FOOD |
| E 640-48000-254 | Soft Drinks/Mix For Resale | $9.78 | 401031386 | MISC.BEV. |
| E 640-48000-253 | Beer For Resale | $8.83 | 401031386 | BEER |
| E 640-48500-255 | FOODIngredients For Resale | $3,221.12 | 401031386 | FOOD |
| E 640-48000-251 | Liquor For Resale | $14.78 | 401031386 | LIQ |
| E 640-48500-255 | FOODIngredients For Resale | $3,893.38 | 401060700 | FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | $91.77 | 401060700 | SUPPLIES |
| E 640-48000-342 | Promotions - Food/Drinks | $59.05 | 401060700 | PROMO FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $166.01 | 401071194 | FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | $80.36 | 401081175 | SUPPLIES |
| E 640-48500-255 | FOODIngredients For Resale | $2,574.92 | 401081175 | FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $2,391.98 | 401101829 | FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | $96.06 | 401101829 | SUPPLIES |
| E 640-48000-342 | Promotions - Food/Drinks | $31.17 | 401101829 | PROMO FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $2,726.55 | 401130739 | FOOD |
| E 640-48000-342 | Promotions - Food/Drinks | $27.88 | 401130739 | PROMO FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | $149.24 | 401130739 | SUPPLIES |
| E 640-48000-251 | Liquor For Resale | $52.75 | 401130739 | LIQ |
| E 640-48500-255 | FOODIngredients For Resale | $3,640.77 | 401151063 | FOOD |
| E 640-48500-210 | Operating Supplies (GENERAL) | $67.41 | 401151063 | SUPPLIES |
| E 640-48000-254 | Soft Drinks/Mix For Resale | $102.20 | 401151063 | MISC.BEV. |
| E 640-48000-342 | Promotions - Food/Drinks | $31.17 | 401151063 | PROMO FOOD |
| E 640-48000-254 | Soft Drinks/Mix For Resale | $22.90 | 401171555 | MISC.BEV. |
| E 640-48000-251 | Liquor For Resale | $66.54 | 401171555 | LIQ |
| E 640-48000-342 | Promotions - Food/Drinks | $31.17 | 401171555 | PROMO FOOD |
| E 640-48500-255 | FOODIngredients For Resale | $2,529.96 | 401171555 | FOOD |
| | **Total SYSCO MINNESOTA** | $22,066.01 | | |
| Paid Chk# 094211 1/23/2014 | **T.D. ANDERSON INC.** | | | |
| E 640-48000-409 | Maint services & Improv | $110.00 | 652321 | BEER LINES CLEANED |
| E 640-48000-409 | Maint services & Improv | $110.00 | 652371 | BEER LINES CLEANED |
| | **Total T.D. ANDERSON INC.** | $220.00 | | |
| Paid Chk# 094212 1/23/2014 | **THORPE DISTRIBUTING CO.** | | | |
| E 640-47000-253 | Beer For Resale | $2,044.80 | 798648 | BEER |
| E 640-47000-253 | Beer For Resale | $36.55 | 798649 | BEER |
| E 640-47000-253 | Beer For Resale | $80.00 | 798650 | BEER |
| E 640-48000-253 | Beer For Resale | $901.00 | 798651 | BEER |
| E 640-48000-253 | Beer For Resale | $104.00 | 798652 | BEER |

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| E 640-48000-253 | Beer For Resale | $90.00 | 799030 | BEER |
| E 640-47000-253 | Beer For Resale | $4,013.15 | 799908 | BEER |
| E 640-48000-253 | Beer For Resale | $500.00 | 799940 | BEER |
| E 640-48000-253 | Beer For Resale | $519.00 | 801110 | BEER |
| | **Total THORPE DISTRIBUTING CO.** | $8,288.50 | | |
| Paid Chk# 094213 1/23/2014 | **VINO ANDES** | | | |
| E 640-47000-259 | Freight | $4.10 | 3292 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $333.00 | 3292 | WINE |
| | **Total VINO ANDES** | $337.10 | | |
| Paid Chk# 094214 1/23/2014 | **VINOCOPIA** | | | |
| E 640-47000-252 | Wine For Resale | ($146.00) | 0089463CM | WINE |
| E 640-47000-252 | Wine For Resale | $848.00 | 0091044 | WINE |
| E 640-47000-259 | Freight | $10.00 | 0091044 | FREIGHT |
| E 640-47000-259 | Freight | $4.00 | 0091046 | FREIGHT |
| E 640-47000-251 | Liquor For Resale | $579.88 | 0091046 | LIQ |
| | **Total VINOCOPIA** | $1,295.88 | | |
| Paid Chk# 094215 1/23/2014 | **WAYZATA CHAMBER OF COMMERCE** | | | |
| E 640-48000-433 | Dues, Licensing & Seminars | $315.00 | 5803 | 2014 MEMBERSHIP DUES |
| | **Total WAYZATA CHAMBER OF COMMERCE** | $315.00 | | |
| Paid Chk# 094216 1/23/2014 | **WINE COMPANY** | | | |
| E 640-47000-259 | Freight | $8.25 | 350678 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $728.00 | 350678 | WINE |
| | **Total WINE COMPANY** | $736.25 | | |
| Paid Chk# 094217 1/23/2014 | **WINE MERCHANT** | | | |
| E 640-47000-259 | Freight | $29.00 | 487505 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $3,206.75 | 487505 | WINE |
| E 640-47000-252 | Wine For Resale | $3,458.25 | 487771 | WINE |
| E 640-47000-259 | Freight | $34.25 | 487771 | FREIGHT |
| | **Total WINE MERCHANT** | $6,728.25 | | |
| Paid Chk# 094218 1/23/2014 | **WIRTZ BEVERAGE MN BEER** | | | |
| E 640-48000-253 | Beer For Resale | $378.00 | 1090161657 | BEER |
| E 640-47000-253 | Beer For Resale | $246.00 | 1090163946 | BEER |
| E 640-47000-253 | Beer For Resale | $1,095.95 | 1090163947 | BEER |
| E 640-48000-253 | Beer For Resale | $168.00 | 1090164380 | BEER |
| E 640-47000-253 | Beer For Resale | $129.00 | 1090166859 | BEER |
| E 640-47000-253 | Beer For Resale | $2,248.40 | 1090166860 | BEER |
| E 640-48000-253 | Beer For Resale | $228.00 | 1090167451 | BEER |
| E 640-48000-253 | Beer For Resale | $520.00 | 1090170433 | BEER |
| E 640-47000-253 | Beer For Resale | ($12.80) | R09038671 | BEER |
| | **Total WIRTZ BEVERAGE MN BEER** | $5,000.55 | | |
| Paid Chk# 094219 1/23/2014 | **WIRTZ BEVERAGE MN WINE & SPIRI** | | | |
| E 640-47000-251 | Liquor For Resale | $1,959.03 | 1080129882 | LIQ |
| E 640-47000-254 | Soft Drinks/Mix For Resale | $67.49 | 1080129882 | MISC. |
| E 640-47000-252 | Wine For Resale | $72.00 | 1080129882 | WINE |
| E 640-47000-259 | Freight | $18.51 | 1080129882 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $2,908.00 | 1080129883 | WINE |
| E 640-47000-259 | Freight | $29.00 | 1080129883 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $216.00 | 1080132432 | WINE |
| E 640-47000-251 | Liquor For Resale | $3,248.99 | 1080132432 | LIQ |
| E 640-47000-259 | Freight | $36.25 | 1080132432 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $3,787.18 | 1080132433 | WINE |
| E 640-47000-259 | Freight | $40.72 | 1080132433 | FREIGHT |

# *Check Detail Register©

**January 2014 to January 2014**

| | | Check Amt | Invoice | Comment |
|---|---|---|---|---|
| E 640-47000-252 | Wine For Resale | ($205.45) | 2080026083 | WINE |
| E 640-47000-252 | Wine For Resale | ($205.45) | 2080026431 | WINE |
| E 640-47000-252 | Wine For Resale | ($42.00) | 2080027143 | WINE |
| | **Total WIRTZ BEVERAGE MN WINE & SPIRI** | $11,930.27 | | |
| Paid Chk# 094220 1/23/2014 | **Z WINES USA LLC** | | | |
| E 640-47000-259 | Freight | $5.00 | 12645 | FREIGHT |
| E 640-47000-252 | Wine For Resale | $208.00 | 12645 | WINE |
| | **Total Z WINES USA LLC** | $213.00 | | |
| | **10100 Anchor Bank** | $501,101.92 | | |

## Fund Summary

**10100 Anchor Bank**

| | |
|---|---|
| 101 GENERAL FUND | $254,840.34 |
| 232 CEMETARY | $323.94 |
| 235 CABLE TV | $249.95 |
| 404 PARK AND TRAIL CIP | $129.99 |
| 409 EQUIP REVOLVING | $2,659.28 |
| 610 WATER FUND | $8,950.48 |
| 620 SEWER FUND | $41,594.26 |
| 630 MOTOR VEHICLE | $22,382.20 |
| 640 LIQUOR | $169,971.48 |
| | $501,101.92 |

**City of Wayzata**
600 Rice Street
Wayzata, MN 55391-1734



TO: Mayor Willcox and Councilmembers
Heidi Nelson, City Manager

FROM: Kathy Ovshak, Finance Manager

DATE: January 27, 2014

RE: Wayzata Chamber of Commerce and Wayzata Historical Society Lease Agreements

Attached for your approval are the 2014 Lease Agreements between the City of Wayzata and Wayzata Chamber of Commerce and Wayzata Historical Society. The 2014 lease includes a 2.4% rent increase (2013 CPI). There has not been a rent increase since 2010. The Chamber's rent is increasing $72 annually ($3,000 - $3,072). The Historical Society's rent is increasing $28 annually ($1,200 - $1,228). It was proposed that we get on an every other year schedule to increase the rent by CPI; both agreed with this proposal.

Phone: 952-404-5300 Fax: 952-404-5318 e-mail: city@wayzata.org home page: www.wayzata.org

City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734



LEASE

THIS LEASE, entered into this __________ day of _______________, 20__, by and between the City of Wayzata, a municipal corporation (hereinafter "Lessor"), and The Greater Wayzata Area Chamber of Commerce (hereinafter "Lessee").

WITNESSETH, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto agree as follows:

1. Premises. Lessor does hereby demise and let unto Lessee and the Lessee leases and hires from Lessor those certain premises located in that building commonly known as the Wayzata Depot, 402 E. Lake Street, Wayzata, MN. The finished office space (765 sq. ft.), together with access to all common areas, including restrooms (200 sq. ft.), and storage space as needed in basement.

2. Term. The lease period shall commence on the first day of January 2014, and shall terminate on the 31st day of December, provided that either party may cancel this lease by giving the other party no less than ninety (90) days written notice thereof and provided further that any cancellation date shall be effective no earlier than July 1.

3. Rent. As rent therefore Lessee covenants to pay Lessor an annual rent of $3,072 payable in monthly installments of $256 each month on or before the first day of each month.

4. Purpose. The leased property shall be used solely as office space for the normal business purposes of Lessee, together with incidental storage in conjunction therewith.

5. Sublease. Lessee shall not assign this lease or sublet all or any part of said premises without the written consent of Lessor.

6. Fire. If the premises becomes untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and Lessor shall fail or refuse within 10 days thereafter to agree in writing to restore the same within 90 days after such loss, this lease may be terminated by either Lessor or Lessee by notice in writing. If Lessor agrees in writing within 10 days after such loss, the rent to be paid hereunder pending such restoration shall be abated in proportion that the impairment of the use of said premises to Lessee bears to the total rent to be paid during the term of the lease.

7. Utilities. Lessor will provide for natural gas, electric, water and sewer to the premises. Lessee will pay for telephone, cable TV, and other personal choice amenities used on the premises.

8. Furnishings. The premises are leased unfinished. All furnishings shall be the responsibility of Lessee.

9. Additional Interior Improvements. Lessee may make, at its own expense and with the written consent of Lessor, such further and additional interior improvements in the leased premises as it shall deem necessary and proper.

10. Janitor. Lessee will provide its own janitorial services at its own expense for the demised premises and for the rest room facilities adjacent thereto. Lessor shall at its own expense provide maintenance, including snow removal and cleaning for the driveways, the roof, the exterior of the building, the lawns and the parking area. Lessee will keep the leased premises in a neat, clean and respectable condition. Lessor will replace glass broken on the premises during the term on the lease.

11. Insurance. Lessee hereby holds Lessor harmless from any and all liability that may arise out of Lessee's use or occupancy of said premises, and Lessee will obtain, at its own expense, policies of liability insurance with the Lessor endorsed thereon as an additional insured in an amount not less than $1,000,000 per person injured and $2,000,000 per accident. Lessee will furnish Lessor appropriate certificates showing such coverage and that the City be listed as additional insured.

    Lessor will, at his own expense, obtain fire and extended coverage insurance on the entire building and such contents thereof as are owned by Lessor. Lessor shall obtain waiver of subrogation clauses on such policies so as to relieve Lessee of any liability to Lessor or any other person for causes or events for which Lessor was covered under such policies.

12. Entry by Lessor. Lessor may at all reasonable times enter said premises to inspect the same and to maintain and make repairs therein.

13. Repairs. Lessor shall make all necessary structural repairs and repairs to the exterior of the building except as specifically provided above.

14. Binding Effect. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing agreement to be executed the day and year first above written.

CITY OF WAYZATA, MINNESOTA (Lessor)

By_______________________________________

Ken Willcox, Mayor

And_______________________________________

Heidi Nelson, City Manager

(Lessee)

By_______________________________________

Lessee

And_______________________________________

Lessee

City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734



# LEASE

THIS LEASE, entered into this day of , 2014, by and between the City of Wayzata, a municipal corporation (hereinafter "Lessor"), and the Wayzata Historical Society, a Minnesota non-profit corporation ("Lessee").

WITNESSETH, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto agree as follows:

1. Premises. Lessor does hereby demise and let unto Lessee and the Lessee leases and hires from Lessor those certain premises located in that building commonly known as the Wayzata Depot, 402 E. Lake Street, Wayzata, MN. The finished office space (800 sq. ft.), together with access to all common areas, including restrooms (200 sq. ft.), and storage space as needed in basement.

2. Tenn. The lease period shall commence in the year 2014 on the first day of January, and shall terminate on the 31st day of December, provided that either party may cancel this lease by giving the other party no less than ninety (90) days written notice thereof and provided further that any cancellation date shall be effective no earlier than July 1. Said term shall be automatically renewed for like periods of time unless terminated as provided above.

3. Rent. As rent therefore Lessee covenants to pay Lessor an annual rent of $1,228.00 payable in quarterly installments of $307.00 on or before the first day of each quarter.

4. Purpose. The leased property shall be used for the normal purposes of Lessee, together with incidental storage in conjunction therewith.

5. Sublease. Lessee shall not assign this lease or sublet all or any part of said premises without the written consent of Lessor.

6. Fire. If the premises becomes untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and Lessor shall fail or refuse within 10 days thereafter to agree in writing to restore the same within 90 days after such loss, this lease may be terminated by either Lessor or Lessee by notice in writing. If Lessor agrees in writing within 10 days after such loss, the rent to be paid hereunder pending such restoration shall be abated in proportion that the impairment of the use of said premises to Lessee bears to the total rent to be paid during the term of the lease.

7. Utilities. Lessor will provide for electricity, natural gas, water and sewer to the premises. Lessee will pay for telephone, cable TV, and other personal choice amenities used on the premises by the Lessee.

8. Furnishing. The premises are leased unfinished with the exception of the wooden depot benches. All other furnishings shall belong to and be the responsibility of Lessee.

9. <u>Additional Interior Improvements.</u> Lessee may make, at its own expense and with the written consent of Lessor for improvements costing more than $500.00, such further and additional interior improvements in the leased premises as it shall deem necessary and proper.

10. Janitor. Lessee will provide its own janitorial services at its own expense for the demised premises and for the restroom facilities adjacent thereto. Lessor shall at its own expense provide maintenance, including snow removal and cleaning for the driveways, the roof, the exterior of the building, the lawns and the parking area. Lessee will keep the leased premises in a neat, clean and respectable condition. Lessor will replace glass broken on the premises during the term on the lease.

11. Insurance. Lessee hereby holds Lessor harmless from any and all liability that may arise out of Lessee's use or occupancy of said premises, and Lessee will obtain, at its own expense, policies of liability insurance with the Lessor endorsed thereon as an additional insured in an amount not less than $1,000,000 per person injured and $2,000,000 per accident. Lessee will furnish Lessor appropriate certificates showing such coverage and that the City be listed as additional insured.

    Lessor will, at his own expense, obtain fire and extended coverage insurance on the entire building and such contents thereof as are owned by Lessor. Lessor shall obtain waiver of subrogation clauses on such policies so as to relieve Lessee of any liability to Lessor or any other person for causes or events for which Lessor was covered under such policies.

12. <u>Entry by Lessor.</u> Lessor may at all reasonable times enter said premises to inspect the same and to maintain and make repairs therein.

13. <u>Repairs</u>. Lessor shall make all necessary structural repairs and repairs to the exterior of the building except as specifically provided above.

14. <u>Binding Effect.</u> This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing agreement to be executed the day and year first above written.

CITY OF WAYZATA, MINNESOTA (Lessor)

By ________________________________
Ken Willcox, Mayor

And - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
Heidi Nelson, City Manager

WAYZATA HISTORICAL SOCIETY (Lessee)

By ________________________________
Joanie Holst, President

And - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -
Andy L. Bond, Treasurer

# 2014 MUNICIPAL LICENSES
# FOR CITY COUNCIL APPROVAL ON 2/5/14

(Recommended for approval, pending staff review for completeness of application materials.)

| New 2014 Tobacco License (e-cigarette) | |
|---|---|
| Smokeless on the Water, Inc. | 1310 Wayzata Blvd E |
| **New 2014 Lodging License, 18 Rooms (First Floor Memory Care Unit)** | |
| Folkestone Senior Housing, Inc. | 100 Promenade Avenue |

# 2/5/2014
# THE FOLLOWING MUNICIPAL LICENSES WERE APPROVED ADMINISTRATIVELY

| | |
|---|---|
| **2014 Food License** | |
| Folkestone Senior Housing, Inc. | 100 Promenade Avenue |
| **Special Event/Itinerant Food - Wayzata Chilly Open - 2/8/14** | |
| Grizzly's Wood Fired Grill | Plymouth, MN |
| Lunds & Byerlys Kitchen | Wayzata, MN |
| Manhattan Beach Lodge - Manhattans | Wayzata, MN |
| Traci Dokken Designs LLC | Tonka Bay, MN |
| Trans Media Group TMG/AJI Indoor, LLC | Minnetonka, MN |
| Wells Fargo Bank, N.A. | Wayzata, MN |

**C I T Y  O F  W A Y Z A T A**

**PLANNING DEPARTMENT**

# MEMORANDUM

**To:** City Council

**From:** Bryan Gadow, City Planner

**Date:** January 29, 2014

**Re:** Anchor Bank/Walgreens Project – Street Vacation Request

On January 21st, the City Council voted 3-1 to adopt Resolution 05-2014 approving the redevelopment project for Walgreens/Anchor Bank and three residential homes. The approval resolution is contingent on the City Council also approving a street and public utility easement vacation request for Elm Lane which is requested by the Applicant. The street vacation request is to allow the reconfiguration of access into the commercial and residential sites, by closing Elm lane and relocating the commercial access north to align with curb cut access across Central Ave at Colonial Square.

Under the City Charter Section 70, street and utility easement vacation requests require the unanimous affirmative vote of the whole City Council. The public hearing on the street vacation request was held at the January 21st meeting. A draft Ordinance No. 744 regarding the street and public utility easement vacation requests associated with the project is attached.

<u>Attachments</u>
- Draft Ordinance No. 744

**CITY OF WAYZATA**
**HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 744**

**AN ORDINANCE VACATING CERTAIN CITY RIGHT OF WAY AND PUBLIC UTILITY EASEMENTS**

WHEREAS, the City Council of the City of Wayzata, pursuant to Section 70 of the Wayzata City Charter and to due notice given to all affected property owners, in connection with the approval of a project at 1055 Wayzata Blvd E, 141 and 155 Central Ave N (the "Project") described more fully in City Council Resolution 05-2014 (the "Resolution"), has heretofore conducted a public hearing of all affected property owners wishing to participate on the vacation of City Right of Way known as "Elm Lane" and certain public utility easements, said portions hereof depicted on the attached Exhibit A and legally described on the attached Exhibit B;

WHEREAS, the City has approved the Project pursuant to the Resolution, and said vacation is necessary for the Project to proceed in accordance with the approved, best plans for the Project; and
; and

WHEREAS, all persons present at said public hearing were given the opportunity to be heard.

**NOW THEREFORE, THE CITY OF WAYZATA ORDAINS** that the City Right of Way and Public Utility Easements depicted on the attached Exhibits are hereby vacated.

**Section 2. Effective Date.** This ordinance shall be in full force and effect after its passage and publication according to law, and after the completion of "Phase 1" of the Project as defined in the Resolution.

Adopted by the City Council of Wayzata, Minnesota this ______ day of _____________, 2014.

_______________________________
Mayor Ken Willcox

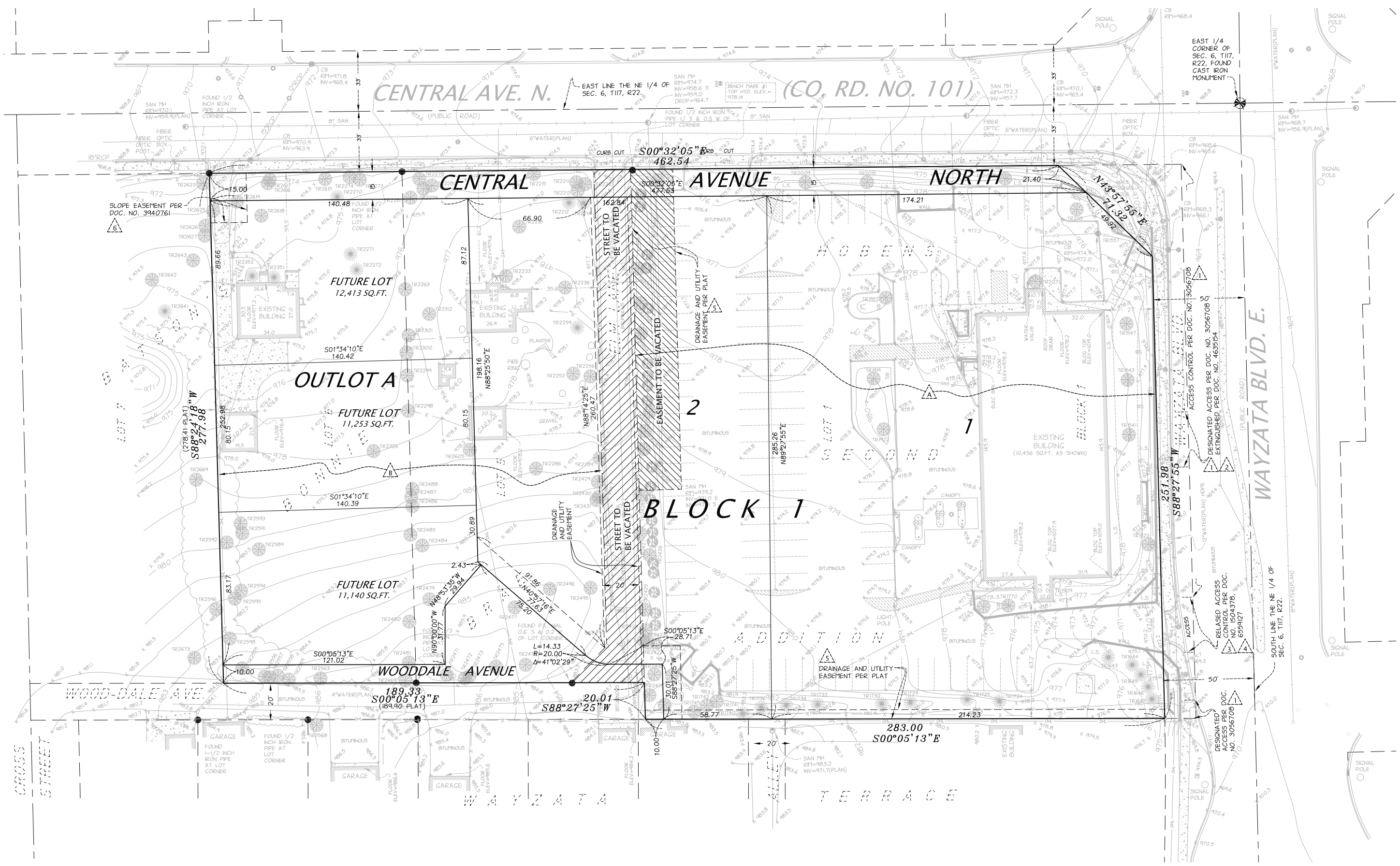
**ATTEST:**

_______________________________
City Manager Heidi Nelson

First Reading:
Second Reading:
Publication:

Exhibit A

| TREE NUMBER | TREE TYPE | TREE SIZE | TREE NUMBER | TREE TYPE | TREE SIZE |
|---|---|---|---|---|---|
| 1509 | ARB | 10FT | 2300 | DECID | 12 |
| 1541 | DECID | 12 | 2301 | DECID | 24 |
| 1543 | DECID | 12 | 2312 | DECID | 8 |
| 1547 | DECID | 12 | 2326 | DECID | 24 |
| 1557 | DECID | 18 TWIN | 2351 | CEDECID | AR12 |
| 1643 | PINE | 18 | 2352 | CEDECID | AR12 |
| 1644 | PINE | 8 | 2417 | DECID | 24 |
| 1645 | PINE | 8 | 2418 | DECID | 10 |
| 1646 | PINE | 8 | 2422 | DECID | 24 |
| 1647 | PINE | 8 | 2423 | DECID | 8 |
| 1724 | PINE | 20 | 2424 | DECID | 8 |
| 1725 | PINE | 15 | 2425 | DECID | 8 |
| 1729 | PINE | 17 | 2426 | DECID | 6 |
| 1730 | PINE | 14 | 2427 | DECID | 12 |
| 1733 | DECID | 14 | 2428 | DECID | 8 TRIPLE |
| 1734 | PINE | 14 | 2429 | DECID | 6 |
| 1736 | PINE | 8 | 2430 | DECID | 18 |
| 1740 | PINE | 10 | 2431 | DECID | 6 |
| 1741 | DECID | 18 | 2469 | DECID | 12 |
| 1742 | DECID | 12 | 2471 | DECID | 12 TWIN |
| 1745 | DECID | 18 TRIPLE | 2472 | DECID | 6 |
| 1749 | DECID | 6 | 2473 | DECID | 6 |
| 1750 | DECID | 18 | 2475 | DECID | 12 |
| 1770 | DECID | 6 TWIN | 2476 | DECID | 12 |
| 1919 | DECID | 18 | 2477 | DECID | 12 |
| 1922 | DECID | 18 | 2479 | DECID | 18 |
| 1957 | DECID | 12 | 2480 | DECID | 18 |
| 2009 | DECID | 12 | 2481 | DECID | 8 |
| 2015 | DECID | 12 | 2484 | DECID | 18 |
| 2048 | DECID | 12 | 2485 | DECID | 10 |
| 2071 | DECID | 12 | 2486 | DECID | 10 |
| 2113 | DECID | 10 | 2487 | DECID | 12 |
| 2143 | DECID | 12 | 2488 | DECID | 6 |
| 2152 | DECID | 10 | 2495 | DECID | 8 |
| 2158 | DECID | 12 | 2496 | DECID | 10 |
| 2159 | DECID | 8 | 2555 | DECID | 10 |
| 2168 | DECID | 12 | 2556 | DECID | 8 |
| 2169 | DECID | 18 | 2557 | DECID | 8 |
| 2170 | DECID | 12 | 2558 | DECID | 12 |
| 2210 | DECID | 6 | 2559 | DECID | 6 |
| 2211 | DECID | 8 | 2563 | DECID | 12 |
| 2212 | PINE | 18 | 2568 | DECID | 18 |
| 2213 | DECID | 12 | 2589 | DECID | 8 TWIN |
| 2214 | PINE | 12 | 2591 | DECID | 6 |
| 2215 | DECID | 12 | 2592 | DECID | 12 TWIN |
| 2218 | DECID | 30 | 2593 | DECID | 8 |
| 2233 | DECID | 12 | 2594 | DECID | 10 |
| 2236 | DECID | 24 | 2595 | DECID | 6 |
| 2252 | DECID | 24 | 2596 | DECID | 8 |
| 2256 | DECID | 12 | 2598 | DECID | 10 |
| 2259 | PINE | 12 | 2605 | DECID | 18 |
| 2263 | DECID | 12 | 2615 | DECID | 12 |
| 2270 | PINE | 15 | 2616 | DECID | 6 |
| 2271 | PINE | 15 | 2617 | DECID | 8 |
| 2272 | PINE | 18 | 2618 | DECID | 15 |
| 2273 | DECID | 10 | 2619 | DECID | 15 |
| 2274 | DECID | 6 | 2623 | DECID | 6 |
| 2278 | DECID | 10 | 2625 | DECID | 8 |
| 2279 | DECID | 12 TWIN | 2626 | DECID | 15 |
| 2280 | DECID | 8 | 2627 | DECID | 12 |
| 2281 | DECID | 12 | 2641 | PINE | 24 |
| 2286 | DECID | 30 | 2642 | DECID | 30 |
| 2289 | DECID | 8 | 2643 | DECID | 8 TRIPLE |
| 2298 | DECID | 12 TWIN | 2669 | DECID | 48 |
| 2299 | DECID | 12 | 2673 | DECID | 12 |




# PRELIMINARY PLAT
# WAYZATA JUNCTION

## LEGAL DESCRIPTION:

The following Legal Description is as shown on First American Title Insurance Company's Title Commitment No. NCS-536307-MPLS, dated March 15, 2012.

A. Lot 1, Block 1, Hobens Second Addition, Hennepin County, Minnesota. (Abstract & Certificate of Title No. 787182)

The following Legal Description is as shown on First American Title Insurance Company's Title Commitment No. NCS-536233-MPLS, dated March 21, 2012.

B. Lots 5 and 6, Batson's Bonnie Brae Addition to Wayzata, Hennepin County, Minnesota. (Abstract Property)

THE ABOVE PARCEL ARE NOT CONTIGUOUSS

## DEVELOPMENT DATA:

TOTAL AREA = 142,053 SQ.FT. / 3.26 ACRES

EXISTING PARCEL A = 83,878 SQ.FT.
EXISTING PARCEL B = 58,175 SQ.FT.
VACATED STREET = 5,794 SQ .FT.
TOTAL = 147,847 SQ. FT. / 3.394 ACRES

PROPOSED LOT 1 = 59,957 SQ. FT.
PROPOSED LOT 2 = 40,890 SQ. FT.
PROPOSED LOT 3 = 12,413 SQ. FT.
PROPOSED LOT 4 = 11,253 SQ. FT.
PROPOSED LOT 5 = 11,140 SQ. FT.
CENTRAL AVE. N. = 7,052 SQ.FT.
WOODDALE AVE. = 5,142 SQ.FT.
TOTAL = 147,847 SQ FT.

## EXISTING EASEMENT NOTES:

The following Easements are as shown on the above mentioned First American Title Insurance Company's Title Commitment No. NCS-536307-MPLS, dated March 15, 2012.

10. Limitation on access to former Trunk Highway 12 (now Wayzata Blvd.), as shown by the recital in the Certificate of Title for the Land and as contained in the following:
    - 1 (a) Final Cetificate per Document No. 3056708 (AS SHOWN ON SURVEY);
    - 2 (b) Conveyance and Extinguishment of Righ of Acces per Doc. No. 4635154 (AS SHOWN ON SURVEY);
    - 3 (c) Quit Claim Deed per Doc. No. 1504378 (AS SHOWN ON SURVEY); and
    - 4 (d) Quitclaim Deed per Doc. No, 6559127 (AS SHOWN ON SURVEY);
11. Terms, conditions of the Contract for Rezoning per Document No. 6024467 (NOT SHOWN ON SURVEY).
12. 5 Utility and Drainage Easements as shown on the plat of Hobens Second Addition (AS SHOWN ON SURVEY).

The following Easements are as shown on the above mentioned First American Title Insurance Company's Title Commitment No. NCS-536233-MPLS, dated March 21, 2012.

6 10. Easement for slope purposes per Document No. 3940761 (AS SHOWN ON SURVEY).

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

## STREET/EASEMENT VACATIONS:

DENOTES STREET TO BE VACATED

PROPOSED STREET VACATION
That portion of Elm Lane and that portion of WoodDale Avenue as dedicated on the plat of BASTON'S BONNY BRAE ADDITION TO WAYZATA MINN which lies easterly of the southerly extension of the most westerly line of Lots 5, said BASTON'S BONNY BRAE ADDITION TO WAYZATA MINN.

DENOTES EASEMENT TO BE VACATED

PROPOSED EASEMENT VACATION
That particular Drainage and Utility Easement as dedicated on the plat of HOBENS SECOND ADDITION described as being the north 23.00 feet of the east 175.00 feet of Lot 1, Block 1 of said HOBENS SECOND ADDITION.

## SURVEY NOTES:

1. BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE HENNEPIN COUNTY SURVEYORS OFFICE.
2. UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF WAYZATA ENGINEERING DEPARTMENT.
3. THERE MAY SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.

## LEGEND:

DENOTES SET 1/2" IRON PIPE MARKED RLS 25718
DENOTES FOUND IRON MONUMENT
WATER VALVES
HYDRANT
CATCH BASIN/STORM MH
CULVERT/F.E.S.
SANITARY MANHOLE
CLEAN OUT
SIGN
UTILITY POLE
LIGHT POLE
HAND HOLE
TELE/ELEC BOX
GAS VALVE/LINE
ELECTRIC LINE
TELEPHONE LINE
OVERHEAD LINE
WATER LINE
STORM SEWER LINE
SANITARY SEWER LINE
CHAINLINK FENCE
CURB
CONCRETE
X 1129.1 SPOT ELEVATION
TREE/SHRUB
GAS METER
ELECTRIC METER
1 FOOT CONTOUR INTERVAL

## FLOOD INFORMATION:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN AN AREA DESIGNATED AS ZONE X FOR COMMUNITY PANEL NO. 27053C0307E WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2004.

## EXISTING PARKING

THERE ARE 114 VISIBLE PARKING STALLS DESIGNATED ON THIS PARCEL INCLUDING 2 HADICAP STALLS.

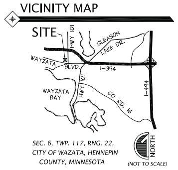
## BENCH MARKS

ELEVATIONS BASED ON INFORMATION AS SHOWN ON THE CITY OF WAYZATA WEBSITE. TOP NUT HYDRANT AT ELM LANE AND CENTRAL AVENUE = 978.14

## UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPROMISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. GOPHER STATE ONE CALL LOCATE TICKET #S 130080567, 1300800568, 130080570, 130080571. SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST. AT THE TIME OF THIS SURVEY ONLY THE UNDERGROUND ELECTRIC AS SHOWN WAS FILED MARKED BY GOPHER STATE ONE. OTHER UTILITIES EXIST ON THIS THIS THAT WERE NOT MARKED UP.

## VICINITY MAP




SEC. 6, TWP. 117, RNG. 22, CITY OF WAZATA, HENNEPIN COUNTY, MINNESOTA

NORTH

0 30 60
SCALE: 1 INCH = 30 FEET

## CONTACT:


Jon Kohler, A.I.A.
SEMPER DEVELOPMENT
Suite 1275
80 S. 8th Street
IDS Center
Minneapolis, Minnesota 55402
Phone: 612-332-1500


## COUNTY/CITY:

HENNEPIN COUNTY

CITY OF WAYZATA

## REVISIONS:

| DATE | REVISION |
|---|---|
| 1-21-13 | IN ITIAL ISSUE |
| 6-12-13 | PRELIMINARY PLAT |
| 6-18-13 | PRELIMINARY PLAT |
| 7-02-13 | CHANGE TREE SHADING/ CITY |
| 7-03-13 | EASEMENT LABELS |
| 9-4-13 | ADDITIONAL R/W |

## CERTIFICATION:

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

Dan Thurmes

Daniel L. Thurmes Registration No: 25718

Date: 6-12-13

## PROJECT LOCATION:

1055
WAYZATA BLVD. E.
PID#0611722140077
PID#0611722140005
PID#0611722140006
PID#0611722140007


Suite #1
6750 Stillwater Blvd. N.
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dan@cssurvey.net

CORNERSTONE
LAND SURVEYING, INC.


FILE NAME SURVSD44
PROJECT NO. SD13041

PRELIMINARY PLAT

Exhibit B

Legal Description of Parcels and Easements Involved in Vacation

1. That portion of Elm Lane and that portion of Wooddale Avenue as dedicated on the plat of BASTON'S BONNY BRAE ADDITION TO WAYZATA, MINNESOTA which lies easterly of the southerly extension of the most westerly line of Lots 5, said BASTON'S BONNY BRAE ADDITION TO WAYZATA, MINNESOTA.

2. That particular Drainage and Utility Easement as dedicated on the plat of HOBENS SECOND ADDITION described as being the north 23.00 feet of the east 175.00 feet of Lot 1, Block 1 of said HOBENS SECOND ADDITION.

**City of Wayzata**
600 Rice Street
Wayzata, MN 55391-1734

**Mayor:**
Ken Willcox
**City Council:**
Jack Amdal
Bridget Anderson
Andrew Mullin
Tom Tanner
**City Manager:**
Heidi Nelson

Date: January 27, 2014

To: Mayor Willcox and Councilmembers
Heidi Nelson, City Manager

From: Kathy Ovshak, Finance Manager

Re: LELS 2014-2016 Union Contract

Staff has successfully negotiated with LELS a multi-year contract (2014-2016). Our goal for this negotiation process was to address the below market wage condition within year one of the contract and then also add additional step increases within the pay scale with a reduction in the starting wage.

As Council will recall from our last update, during the years that the City froze wages (2010 and 2011), we fell behind in the market for patrol officers. The first year market adjustment would address that below market condition. Also, with adding two new steps to the pay scale, starting wages would be reduced to be consistent with the market. With the pending retirement of several officers in the next 3-5 years, savings would be realized with new hires. The union accepted the last offer during negotiations for a 2% COLA and 2% market adjustment (1/1/2014), 2% (4/1/2015), 2% (4/1/2016) wage increase.

Other items within the agreement are:

- Health insurance contribution is consistent with all other City employees ($1,008 per mo.)
- Re-opener for health insurance contribution.
- Language regarding Incentive Pay article has been cleaned up to be consistent with practice
- Re-opener for Investigator pay and clothing allowance article due to a potential retirement/change in staffing within the term of the contract.

# 2014~~3~~, 2015 & 2016

# LABOR AGREEMENT

# BETWEEN

# THE CITY OF WAYZATA

# AND

# LAW ENFORCEMENT LABOR SERVICES, INC.

# LOCAL NO. 37

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## ARTICLE I - PURPOSE

This Agreement is hereby made and entered into between the City of Wayzata, a municipal corporation, and Law Enforcement Labor Services, Inc., Local No. 37. It is the purpose and intent of this Agreement to express in written form the agreement of the parties hereto regarding terms and conditions of employment in the Wayzata Police Department for 2014~~3~~, 2015 & 2016.

## ARTICLE II - UNION RECOGNITION

It is understood and agreed between the parties hereto that Local No. 37 is the exclusive representative of non-supervisory employees of the Police Department and as such the Union is authorized to enter into this Agreement for and on behalf of the employees it so represents.

## ARTICLE III - DISCIPLINE

3.1 The City will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a. oral reprimand;
b. written reprimand;
c. suspension without pay;
d. demotion; or
e. discharge.

Suspensions, demotions, and discharges will be in written form. An employee to be discharged shall first be suspended without pay for five days prior to the discharge taking effect.

3.2 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee involved and the Union Steward will receive copies of any such reprimand and/or notice. Employees may examine their individual personnel files at reasonable times under the direct supervision of the City.

3.3 Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedures outlined under Article IV.

## ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

4.2 Union Representatives: The Employer will recognize representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article. LELS shall notify the Employer in writing of the names of such Union Representatives and of their successors.

4.3 Processing of a Grievance: It is recognized and accepted by LELS and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal work hours provided that the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

4.4 Procedure: Grievances, as defined by Section 4.1, shall be resolved in conformance with the following procedure:

**Step 1:** An employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The supervisor will discuss the grievance and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

**Step 2:** If appealed, the written grievance shall be presented by LELS and discussed with the Chief of Police. The Chief of Police shall give LELS the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

**Step 3:** If appealed, the written grievance shall be presented by LELS and discussed with the City Manager or designated representative. The City Manager shall give LELS the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by LELS within ten (10) calendar days shall be considered waived.

**Step 4:** A grievance unresolved in Step 3 and appealed to Step 4 by LELS shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

4.5 Arbitrator's Authority:

A: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and LELS, and shall have no authority to make a decision on any other issue not so submitted.

B: The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

4.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and LELS in each step.

4.7 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article IV or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article IV the grievance is not subject to the arbitration procedure as provided in Step 4 of Article IV. The aggrieved employee shall indicate in writing which procedure is to be utilized; Step 4 of Article IV or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article IV.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE V - SENIORITY

5.1 Seniority, for the purposes of this Article, shall be determined by an employee's length of continuous employment with the Wayzata Police Department. A seniority roster will be maintained by the department head, showing for each employee date of hire, time in grade and time within specific classifications.

5.2 Newly hired, rehired, promoted and reassigned employees will be on a six-month to twelve-month probationary period. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the City. During the probationary period a promoted or reassigned employee may be returned to the employee's previous position at the sole discretion of the City.

5.3 When a reduction in the work force becomes necessary, the employee with the least seniority shall be laid off first. The last employee laid off shall be the first to be recalled for work. No new employees shall be hired during the two years following layoff of the affected employees until the layoff list has been exhausted.

5.4 Transfers, job classification assignments and promotions shall be made on the basis of past job performance and ability.

ARTICLE VI - VACATION

6.1 Employees shall receive the following paid vacation leave, based upon their seniority with the City:

0 through 5 years service - 80 hours (6-2/3 hours per month)
6 through11 years service - 128 hours (10-2/3 hours per month)
12 through 13 years service - 140 hours (11-2/3 hours per month)
14 through 15 years service - 152 hours (12-2/3 hours per month)
16 through 17 years service - 164 hours (13-2/3 hours per month)
18 through 19 years service - 168 hours (14 hours per month)
20 through 24 years service – 184 hours (15-1/3 hours per month)
25+ years service - 192 hours (16 hours per month)

6.2 Vacation leave shall accrue during an employee's initial probationary period, however, the employee must successfully complete their probationary period prior to being eligible to receive vacation benefits. Vacation leave may be used as earned thereafter if approved in advance by the Police Chief or his/her designee. First preference for vacation leave and days off on Thanksgiving, Christmas and New Year's Day will be given to those employees having worked the same day in the preceding year(s). All other vacation leave shall be allocated for a specific period of time to that employee first requesting it. At the end of the employee’s anniversary month of hire, employees shall only be allowed a maximum bank of 200 hours of unused vacation unless the employee has been denied a requested vacation during the previous 12 month period. If this occurs, the employee's accrued unused vacation time may exceed the 200 hour maximum by the amount of vacation denied for a period of six months beyond their anniversary month of hire.

## ARTICLE VII - SICK LEAVE

7.1 Each employee will earn 8 hours per month sick leave, to a maximum of 960 hours. Sick leave will be paid at the employee's pay level at the time of illness, and in cases of prolonged illness the employee may also use vacation time after accumulated sick leave has expired. While on sick leave an employee shall continue to earn and accrue all benefits as fully employed and on duty.

7.2 Sick leave will be granted for personal illness, injury or legal quarantine of the employee or for an incapacitating condition in the employee's immediate family (spouse, parents and children). At the discretion of the City Manager, a doctor's certificate may be required showing the nature and extent of any injury or illness.

7.3 Sick Leave Credit Pay Plan

7.3.1 Employees who leave employment (in good standing) shall as of the date of separation receive compensation for their sick leave in accordance to the following schedule:

a. 0 – 720 hours at a per hour compensation rate of 25% of the regular hourly rate of pay

b. 720 – 960 hours at a per hour compensation rate of 60% of the regular hourly rate of pay

c. 960 – 1056 hours at a per hour compensation rate of 85% of the regular hourly rate of pay

7.3.2 At the end of the year, employees with an accumulation of sick leave in excess of 960 hours shall have the hours in excess of 960 hours converted at a per day compensation rate of 85% of the regular daily rate of pay or a per hour vacation rate of 85% of sick leave converted. The employee may elect the option to have the payout converted to 50% pay / 50% vacation time. In no event can more than 960 hours be carried forward to the next year.

## ARTICLE VIII – Off Duty Employment

8.1 All off-duty work must be approved in advance by either the department head or the City Manager. Such work may be denied if it might adversely affect an employee's on-the-job performance or if it might adversely reflect upon the department or the City.

## ARTICLE IX - INJURED ON DUTY

Employees are covered by workers' compensation, which covers injuries received on the job. The employee will be paid by the City the difference between Workers' Compensation and the employee's regular pay up to one year per injury. The employee shall not lose sick leave for this type of injury. While on Workers' Compensation an employee shall continue to earn and accrue all benefits as fully employed and on duty. Employee agrees to submit to a medical examination by any qualified physician selected by the Employer to verify employee's inability and/or continued inability to work. The Employer agrees to pay the cost of such examination.

## ARTICLE X - SPECIAL LEAVES OF ABSENCE

10.1 Jury Duty. If an employee is called for jury duty the employee will be excused from work during that period. The City will pay the difference from that pay received for jury duty and that received as regular salary. Mileage allowance shall not be considered or deducted from regular salary.

10.2 Military Duty. If an employee is called into the armed forces of the United States the employee will receive no pay while gone, but the time spent will count as time worked with the City for purposes of accruing seniority. For salary purposes the employee will begin at the step at which the employee was when last worked. If an employee is required to attend summer camp or cruise with the military reserves the employee will be paid by the City the difference between the employee's pay at such summer camp or cruise and the employee's regular pay.

10.3 Leave of Absence Without Pay. Employees granted a leave of absence without pay will accrue no benefits while gone.

10.4 Leave of Absence With Pay. If any employee is required to attend a school for the betterment of the employee's job, they will receive their normal pay and accrue all benefits while gone.

10.5 Funeral Leave. In the event of the death of an employee's spouse or significant other, the employee’s or spouse’s children, parents, brothers or sisters, the employee will be granted up to three shift days emergency leave with pay. For the death of an employee's or spouse's grandparents, aunt, uncle or close friend, the employee will be granted one day of emergency leave with pay. Additional emergency leave with pay may be granted at the sole discretion of the Police Chief. For the purpose of this provision the term "emergency leave with pay" shall mean sick leave.

## ARTICLE XI - HOLIDAYS

11.1 Overtime. Employees who work on any of the below listed holidays shall receive an additional half-time pay for all time worked on such holidays.

| | |
|---|---|
| New Year's Day | Memorial Day |
| Martin Luther King Day | Independence Day |
| Presidents' Day | Labor Day |
| Good Friday | Veteran's Day |
| Easter | Christmas Eve |

11.2 Double time: Employees who work on the listed holidays shall receive double time for each hour worked on such holidays.

Thanksgiving Christmas

11.3 Time-off. Employees shall receive 96 hours (12 days * 8 hours) off per calendar year in lieu of holidays. All 96 hours shall be considered floating holidays that can be used at the discretion of the officers subject to approval by the Police Chief.

## ARTICLE XII - HOURS OF WORK AND OVERTIME

12.1 The regular work day for employees shall be no less than eight hours nor no more than twelve hours depending on type of schedule. The average work week shall be forty hours. The work year shall be 2,080 hours.

12.2 Overtime shall be at the rate of time and one-half and defined as all hours worked in excess of the regular shift schedule, eight consecutive work days, in excess of the average work week, or 2,080 hours in any calendar year. Overtime shall be paid in the pay period it is earned.

12.3 The City shall post all shift schedules five days or more in advance. All empty shifts shall be filled without the use of overtime whenever practical. However, when an empty shift is to be filled by overtime it shall be split as equally as possible between the employees scheduled to work both adjoining shifts.

12.4 All police employees will be allowed thirty minutes of work relief periods for each 4 hours worked, which shall include coffee breaks and meals. This will be taken when affordable during such an employee's regular tour of duty.

ARTICLE XIII - CALL BACK

Any employee called back to work outside the employee's regularly posted schedule shall be paid for a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay.

ARTICLE XIV - COURT TIME

14.1 A minimum of three hours overtime will be paid for court time while a police employee is off-duty. All court time in excess of three hours also will be paid at the overtime rate. The term "court time" shall include all time between the time at which such an employee is directed to appear and the time at which the employee is released by the attorney ordering the employee's appearance. This shall include all recesses and lunch periods during which an employee is not permitted to return to the employee's normal activities.

14.2 A police employee will be paid mileage in an amount established periodically for all City employees by the City Council per mile from home and back for a job related court appearance outside of Wayzata but within the Twin Cities area. Such an employee will be reimbursed for necessary parking fees and meals while attending court. If an employee is required by the City to attend court outside the Twin Cities area, the employee will be reimbursed for all necessary expenses connected therewith, including lodging.

ARTICLE XV - UNIFORMS

The City will buy police employees all necessary uniforms, and civilian clothes for Investigator, including approved foot wear, as well as equipment and replacements. An employee assigned to investigation may purchase required clothing and equipment not to exceed $1,100 for the two-year assignment. These purchases shall be reimbursed or charged directly to the City. Refusal to purchase any needed replacements shall be subject to the grievance procedure. Standard and seasonal changes will be posted in the squad room at the City Hall. In addition, each employee will be given a copy of such memorandum with fair time to effect the change. There will be a clothing allowance for the investigation assignment re-opener for 2015 and 2016 due to potential staffing changes.

ARTICLE XVI - SALARIES

16.1 ~~Employees within the department~~ Police Officers will receive ~~2% salary increase for 2013~~ on 1/1/14 a 2% COLA and 2% market adjustment to implement the new 5 step compensation plan; a 2% COLA increase on 4/1/15 and a 2% COLA increase on 4/1/16.

| | | | |
|---|---|---|---|
| | | Base Salary Per Month | |
| | 1/1/13 2% (hrly) | | |
| Police Officer A | $5,408.00 $31.20 | | |
| Police Officer B | 5,127.20 29.58 | | |
| Police Officer C | 4,912.27 28.34 | | |
| Police Officer D | 4,404.40 25.41 | | |

| | | | |
|---|---|---|---|
| | | Base Salary Per Month | |
| | 1/1/14~~3~~ 4~~2~~% ~~(hrly)~~ | 4/1/15 2% | 4/1/16 2% |
| Police Officer A | $5,624.32 $32.45 | $5,737.22 $33.10 | $5,851.97 $33.76 |
| Police Officer B | 5,356.88 30.91 | 5,464.02 31.53 | 5,573.30 32.16 |
| Police Officer C~~A~~ | ~~$5,408.00 $31.20~~ 5,101.79 29.43 | 5,203.83 30.02 | 5,307.91 30.62 |
| Police Officer D~~B~~ | ~~5,127.20 29.58~~ 4,723.88 27.25 | 4,818.36 27.80 | 4,914.73 28.36 |
| Police Officer E~~C~~ | ~~4,912.27 28.34~~ 4,373.97 25.23 | 4,461.44 25.74 | 4,550.67 26.25 |
| Police Officer F~~D~~ | ~~4,404.40 25.41~~ 4,165.68 24.03 | 4,249.00 24.51 | 4,333.98 25.00 |

16.1.1 Specialty Pay. An employee assigned Field Training Officer (FTO) or Firearms / Use of Force Instructor duties shall be paid a differential of $1.00 per hour above their regular base rate of pay per assignment. There will be an investigator pay re-opener for 2015 or 2016 when necessitated by staffing changes.

16.2 Payday. Employees will be paid semimonthly, no later than three working days following the fifteenth of each month and the last day of each month.

16.3 Expenses. Should an employee be required to use a private vehicle for City business, including court appearances, the employee will be paid mileage in an amount established periodically for all City employees by the City Council. Mileage will be paid from either the employee's home or City Hall, whichever is applicable in the given instance. The City also will pay an employee for all necessary meals, boarding and mileage for required attendance at meetings, conferences, training sessions and schools.

ARTICLE XVII - INCENTIVE PAY

17.1 All full-time police employees will be eligible for education/tuition reimbursement per the City's Education/Tuition Reimbursement Policy (the Education/Tuition Reimbursement Policy is attached to this contract as a MOU). Approved education/tuition reimbursement shall be reimbursed in addition to the employee's regular pay Education/Tuition reimbursement shall not be added to the regular pay for the purpose of computing hourly rates or overtime rates.

17.2 Employees who earn a job related Associate (2 year) or Bachelors (4 year) Degree shall receive one hundred dollars monthly in addition to their base pay.

17.3 All police employees shall receive ~~$50.00 per month effective 1/1/99 and an additional $50.00 per month for a total of~~ $100.00 per month ~~effective 1/1/00~~ to implement and utilize "Modern Policing Themes/Practices".

## ARTICLE XVIII - INSURANCE

18.1 The City will offer each police employee the same medical and life insurance programs which are used to protect other City employees. In addition, police employees will be covered by false arrest insurance paid for by the City which shall include legal counsel for civil and criminal action when an officer is legally acting in the course of the employee's duties. For 2014~~3~~, the City will pay up to one thousand eight ~~nine hundred eighteen~~ dollars ($1,008.00~~918.00~~) per month for all three of the plans; the Open Access Plan; ~~up to nine hundred twenty-seven dollars ($927.00) per month for~~ the Distinctions III Plan and ~~up to nine hundred thirty-one dollars ($931.00) per month for~~ the HSA Plan. The basic life insurance policy is for $15,000. Additional life insurance may be added at the employee's expense. There will be an insurance re-opener in 2015 and 2016.

18.2 If a health insurance opt-out option is available with the City's group health insurance plan, an employee who is eligible to opt-out in accordance with the City's health insurance plan may elect to waive health insurance coverage from the City. An employee who waives health insurance coverage will receive the maximum allowed by the City's health insurance plan which is currently $50.00 per month.

18.3 Effective on or about October 1, 2011, the City will offer a dental insurance plan for employee and their families subject to the terms of the insurance policy. Employee participation in the dental insurance plan will be mandatory. The Employer contribution toward the premium cost for the employee and family will be subject to the City insurance contribution as set forth in Section 18.1 above. Any additional cost shall be at the employee expense through payroll deduction.

## ARTICLE XIX - TRAINING

The City will attempt to provide training for employees in meeting their continuing education requirements of the Peace Officer Standards and Training Board. Class time spent in completing City required training in excess of the average work week will be compensated at the overtime rate.

## ARTICLE XX - STANDBY PAY

Employees required to be on call or on standby shall receive one-half (1/2) hour's pay for each hour on such status.

## ARTICLE XXI - UNION SECURITY

21.1 The Union will be allowed to post notices and will be allowed reasonable visitation by Union representatives for the purpose of signing up new members and processing grievances.

21.2 Payroll deduction of Union dues will be allowed, upon receipt of an authorization signed by the employee, and will be paid to the Union monthly. Should an employee wish to stop the deduction of Union dues the employee shall notify the City in writing of such intention at least five working days prior to the effective date of the termination.

21.3 The Union may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the City in writing of such choice and changes in the position of Steward and/or alternate.

## ARTICLE XXII - EMPLOYER SECURITY

The Union hereby agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action in violation of the Public Employment Labor Relations Act of 1971, as amended. No employee shall cause or take part in any such strike, work stoppage, slowdown or other action. In the event of a violation of this section the Union agrees to take positive steps with the employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section there shall be no discussion or negotiations regarding any grievance before normal work has been resumed.

## ARTICLE XXIII - EMPLOYER AUTHORITY

The City shall not be required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the City, its overall budget, utilization of technology, the organizational structure, selection and direction and number of personnel, determination of duties to be performed and the manner in which they are to be performed, and operation and management of all facilities and equipment. Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the City to modify, establish or eliminate.

ARTICLE XXIV - SAVINGS CLAUSE

Should any Article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such a decision of the court shall apply only to the specific article, section or portion hereof directly specified in said decision, and the remainder of this Agreement shall remain in full force and effect. The specific article, section or portion so voided may be renegotiated at the written request of either party.

ARTICLE XXV - DURATION

Except as herein provided, this Agreement shall be effective January 1, 2014~~3~~ and shall continue in full force and effect until December 31, 2016~~3~~ and thereafter until modified or amended by mutual agreement of the parties or until canceled by either party upon ten days' written notice to the other. Either party desiring to modify or amend this Agreement shall notify the other in writing by August 1st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act as amended.

ARTICLE XXVI - EXECUTION

This Agreement is executed and signed by the parties hereto through their lawfully designated officers, pursuant to the authority of the governing body of the City of Wayzata and pursuant to the authorization of the members and officers of L.E.L.S., Local No. 37 on this ________ day of __________________, 2014~~3~~.

IN THE PRESENCE OF: FOR THE CITY OF WAYZATA:

__________________________________ By __________________________________
Mayor

__________________________________ And __________________________________
City Manager

FOR Law Enforcement Labor Services Inc.
and LELS LOCAL NO. 37:

_________________________________ By _________________________________
Union Steward

_________________________________ And _________________________________
Union Representative

MEMORANDUM OF UNDERSTANDING

DATE: January 15, 2014

To: Wayzata Local No. 37– LELS

From: Heidi Nelson, City Manger

Subject: Memorandum of Understanding Regarding Officers Edberg and Mathews

As a part of the 2014, 2015 and 2016 LELS Local No. 37 contract negotiations, it has been agreed upon that these 2 officers will receive a 2% COLA wage increase for 2014. Mathews will follow the 5 step compensation plan in years 2015 & 2016. Edberg will receive a 2% COLA as of 4/1/15 on his 2014 wage and will then follow the 5 step compensation plan for 2016.

## CITY OF WAYZATA

## EDUCATION/TUITION REIMBURSEMENT POLICY

It is the intent of the City of Wayzata to provide the citizens of Wayzata with a well-qualified and trained staff. As a part of its annual budget process, the City Council will consider the training and professional development needs of each department. It is the primary objective of the training program that training dollars are spent on learning which addresses organizational goals and follows a progression of skill development.

All regular City employees are eligible to participate, however it is the expectation of the City of Wayzata that new hires come to the City fully qualified for their position. Therefore, training beyond incidental levels shall not be provided during an employee's first year of service.

Completion of additional training or education is not a basis for requesting a salary increase. Courses should be taken outside of work hours; however, when unavoidable courses may be taken during the work day with prior approval from the department head.

### Training

- The City will pay for job-related, position specific training approved by the Department Head and City Manager and deemed necessary to effectively complete the requirements of the position, provided there is adequate funding in the budget appropriation for training.
- The City will pay for, or reimburse employees for, any and all training required by the City to attain or maintain job-related certification.
- Conference and seminar training shall provide for meals and lodging, if necessary, for in-state and out-of-state training. Travel expenses for in-state training shall be provided through the budget process. Travel expenses shall be provided for out-of-state training with prior approval of the Department Head and City Manager.
- The Finance Manager will maintain records on all employee training done at City expense and report annually on the training received and funds expended.

### Education

- Employees participating in a job-related Bachelor's Degree program at an accredited college or university or post-secondary classes at accredited colleges, universities, and vocational/technical institutes can apply for City reimbursement for 50% of the cost of tuition, books and laboratory fees. Any other fees, including fees for supplies, transportation, student activity fees, late registration fees, school entrance fees, and graduation fees are not eligible for reimbursement.
- In order to be eligible for reimbursement, the degree program or classes must be deemed by the Department Head and City Manager to be job-related and a benefit to the employer <u>before</u> the employee registers for the class.
- Reimbursement will only be made upon receipt of a "B" or better for the course. Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.

- Reimbursement for classes taken at private institutions shall not exceed the tuition charged by the Minnesota State University system.
- Reimbursements are on a first come, first served basis and shall not exceed the department budget.
- In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Manager shall determine how to apportion the available funds.
- The Finance Manager will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting reimbursement after successful completion of classes.
- In the event an employee leaves the City, any reimbursement for education received during the 24 months prior to leaving must be returned to the City.