

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, February 18, 2014

WORKSHOP AGENDA:

4:30 PM - DINNER AVAILABLE FOR WAYZATA CITY COUNCIL-CONFERENCE RM

5:00 PM - CLOSED MEETING TO PERMIT ATTORNEY/CLIENT CONFIDENTIAL DISCUSSION REGARDING THREATENED LITIGATION IN THE MATTER OF 743 LAKE ST. SPYDERNET, LLC V. CITY OF WAYZATA PURSUANT TO MN STAT. 13D.05, SUBD. 3(B) - CONFERENCE ROOM

5:30 PM OR IMMEDIATELY FOLLOWING - DISCUSS SETTLEMENT OF ALLEGED PROPERTY DAMAGE AT 744 / 750 / 800-810 LAKE ST. E. - COMMUNITY ROOM

6:00 PM OR IMMEDIATELY FOLLOWING - DISCUSS LAKEFRONT PLAN FRAMEWORK - COMMUNITY ROOM

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)								
4	Consent Agenda								2
a.	Approval of Workshop Minutes of February 5, 2014 and Minutes of February 5, 2014								
b.	Approval of Check Register								
c.	Approval of Settlement Agreement with 743 Lake St. Spydernet, LLC								
d.	Approval of Settlement Agreement with John C. Dietrich								
e.	Approval of Settlement Agreement with Dietrich Family Ltd. Partnership								
f.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
g.	Police Activity Report								
h.	Building Activity Report								
5	New Business								
a.	Approval of Resolution 07-2014 and First Reading of Ordinance #744 Vacation of Street Right-of-Way and Public Utility Easements at Elm Lane	Gadow							54
6	City Manager's Report and Discussion Items								
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 - March 4 & 18, 2014
Planning Commission - February 24, March 3 & March 17, 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
DRAFT - WORKSHOP MEETING MINUTES
February 5, 2014

5:30 PM REVIEW ORGANIZATIONAL ANALYSIS

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, Mullin and Tanner. Also present: Consultant Craig Rapp, City Manager Nelson, Finance Manager Ovshak, City Engineer Kelly, City Planner Gadow, Building Official Johaneson, Deputy City Clerk Malone, Police Chief Risvold, Interim Bar & Grill General Manager Bartley, Interim Wine & Spirits General Manager Maeger, Motor Vehicle Dept. Manager Heider, Fire Chief Klapprich, and Director of Public Service Dudinsky.

Mr. Rapp presented general findings, observations and opportunities identified during the organizational analysis. Opportunities for the Administration Department and Finance Department were discussed, and recommendations were made to: hire an administrative services director; focus on leadership development; and productivity improvement. Opportunities and recommendations were discussed for the liquor operations. Recommendations were made to: retain the "interim" status for both liquor operation managers until August 2014; assign oversight responsibilities to a new administrative services director; and update the business plan. The existing Public Works Department structure was reviewed, opportunities were discussed, and recommendations were made to reorganize the departments and focus on leadership development. Recommendations were made to: move the engineering function to Public Works; have an operations supervisor; and have regular lead workers for the Streets/Fleet Department, Utilities Department and Parks/Forestry Department. Mr. Rapp made overall recommendations to reorganize departments, create a workforce development strategy and program for restructured departments, and expand the effectiveness and capacity of department leadership.

The Council and Mr. Rapp discussed the funding stream, timing, desired skill set for an administrative services director, recruitment, compensation plan, etc. The goal of the new structure is to allow staff to focus on the bottom line, stay on delivery level, and set a foundation for the future. He explained the new structure would allow for succession planning, improving our Moody's structure/rating, and allow opportunities for more creativity and strategic thinking with tangible service delivery results. The council requested a financial analysis of the costs associated with the proposed new structure.

The workshop meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
February 5, 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, Mullin and Tanner. Also present: City Manager Nelson, City Planner Gadow, 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 5/0.

AGENDA ITEM 3. Public Forum – 15 Minutes (3 minutes per person).

b. Swearing-in Ceremony for New Firefighters

Fire Chief Klapprich introduced Scott Anderson, Josh Brunken, and Mike Wilson and described the training and experience of each. Following introductions, Ms. Nelson administered the oath of office for the new firefighters. Badges were then pinned by family members.

Fire Chief Klapprich extended the Department's appreciation to residents who are clearing snow from fire hydrants. He stated the Department recently delivered 2014 calendars and raffle tickets. Mr. Willcox congratulated the new firefighters and added his encouragement to support the Fire Department.

a. Planning Commission Service Awards

Mr. Willcox commented on the importance of the Planning Commission in providing recommendations to the City Council and presented Service Awards for former Planning Commissioners Sheri Cooper (who was not in attendance) and Russ Crowder who had served in this capacity for 13 years. Mr. Crowder was also presented with his nameplate and a commemorative clock.

Mr. Crowder stated his appreciation for the opportunity to serve Wayzata in this capacity.

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 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)

The motion carried 5/0.

AGENDA ITEM 5. New Business.

a. First Reading of Ordinance #744 Vacation of Street Right-of-Way and Public Utility Easements at Elm Lane

Mr. Gadow reviewed that at its January 21, 2014, meeting, the Council voted 3-1 to adopt Resolution No. 05-2014 approving the redevelopment project for Walgreens/Anchor Bank and three residential homes. He explained that approval was contingent on the City Council also approving a street and public utility easement vacation request for Elm Lane, which requires a unanimous affirmative vote of the entire City Council. Mr. Gadow presented the site plan and

described the two components of the requested vacation request: street vacation of Elm Lane; and, drainage and utility easement vacation. This street vacation allows reconfiguration of access into the commercial and residential sites by closing Elm Lane and relocating the commercial access north to align with the curb cut access at Colonial Square.

Mr. Gadow presented three options for the Council's consideration: Option A – Elm Lane is vacated, the City relinquishes its rights, an easement is granted over the existing utilities, the applicant would build a new commercial road and close access into the residential neighborhood with the exception of emergency vehicle and pedestrian access; Option B – Elm Lane is not vacated but the City would grant an easement over certain portions of Elm Lane to allow traffic to utilize the site, and a license to remove the pavement for the plan's green space not utilized for the roadways, and the City would maintain its perpetual rights to the street; and, Option C – The City approves the vacation as proposed and the applicant would provide the City with easement rights over a portion of the new commercial street to allow the City to re-establish a public street to connect Wooddale Avenue to the new commercial street and to Central Avenue. Under all three options, the City would still need to vacate the drainage and utility easements in order to allow the new Anchor Bank building to be located adjacent to what is now Elm Lane.

Mr. Gadow stated if the Council decides to not vacate Elm Lane under Option A and opts for a different option, Resolution No. 05-2014 would need to be amended to add new language to allow for that to occur without the lapse of the other project approvals. This would be necessary because as adopted at the last meeting, Resolution No. 05-2014 indicates the vacation of Elm Lane must occur. Mr. Schelzel described the Resolution language that would need to be revised and distributed a draft amended Resolution No. 05-2014 that would incorporate the necessary amendments to allow for the other options.

The Council discussed the options available and difference between a vacation (requiring a future negotiation or condemnation to reopen the street) and granting an easement instead of vacation. Mr. Gadow stated the site plan and building locations would remain the same under all three options.

The Council considered the likelihood of the applicant considering Options B or C in case the City should decide in the future that it wanted the property for a road. Mr. Schelzel explained that Option C as worded in the proposed amended Resolution would allow the City to exercise the easement should a new PUD or PUD amendment be approved on the property. In response to a question from Mrs. Anderson, Mr. Schelzel explained that if the City did not retain a right of way, it could obtain it in the future if there is a public purpose through negotiation at the PUD stage, or if that is not successful, then the City could start action to condemn the property, pay for appraisals, and proceed through condemnation.

With regard to the impact of "taxable dirt" versus "nontaxable dirt," Mr. Schelzel advised that with Option B, nothing likely would change relating to taxes. With Option C, it will depend on how the easement is structured. If platted, there would likely be some economic depreciation but if structured as an option agreement for the City to exercise, perhaps not.

Mr. Mullin commented on practical considerations for Hennepin County curb cuts and preference to not have an access/curb cut for traffic circulation onto Highway 101. He stated if the City preserves the flexibility of providing a road in the future, he would ask how realistic it would be to have it directly adjacent to a structure. Mr. Mullin stated he did not see the need for it given the structure of the project. In addition, he preferred to have the land become taxable.

Mrs. Anderson stated support for Option C as the taxes generated for the easement would only be about \$1,000 annually. In addition, Option C leaves options open for future Councils and would create no obstacles.

Mr. Amdal stated support for Option C as it does not impact the site plan and allows easement for future access. He noted Central Avenue North will not remain the same into the future and Option C leaves open an option for access. It also gives comfort to the neighborhood

1 to not even discuss it for 30 years. Mr. Amdal stated he would prefer that the trigger not be a
2 change in the PUD.

3 Mr. Tanner stated after the Council Workshop, he thought there was agreement to vacate
4 Elm Lane because the property would pay taxes and the City can bring back the property in the
5 future, if needed. He stated support for Option A.

6 Mr. Willcox stated he also supported Option A as that is what the Council told the
7 neighborhood it would do. He stated a lot of planning and legal dollars have now been spent on
8 trying to accommodate a concern of the Council and in this case, the minority position will
9 prevail.

10 John Kohler, architect with Semper Development representing the applicant, stated their
11 preference for Option A in consideration of time spent and what the neighborhood wants. Their
12 second preference would be for Option C as it keeps the plans as is.

13 Mrs. Anderson stated the “minority” being referred to is her. She stated she had
14 requested, several weeks ago, information on other options besides a street vacation such as an
15 encroachment agreement (Option B). She stated she wanted to understand this option and felt all
16 on the Council should understand it since it had not been considered before to the severity of a
17 street vacation. Mrs. Anderson stated she just received this information on Monday and it was
18 not an attempt to spend the City’s legal or planning money but to assure due diligence on all of
19 the City’s options. She supported Option C as it leaves the door open to future Council’s and
20 future redevelopment of this property, which none can predict.

21 Mr. Gadow suggested the Council first address amending the conditions contained in
22 Resolution No. 05-2014 and then direct staff and the City Attorney to further vet Option C with
23 the developer. Mr. Schelzel stated if the Council wants a different trigger than a PUD
24 amendment and more flexibility in the final wording for the easement rights in Option C, the
25 wording of that condition in the proposed amended Resolution No. 05-2014 should be revised
26 prior to adoption. He indicated if the Council proceeds without any amendments to current
27 Resolution No. 05-2014, the prior approvals would lapse.

28 The Council discussed the type of “trigger” it would like attached to the conditions of
29 Option C, such as a length of time, submittal of new project, or PUD amendment.

30 Mr. Tanner made a motion, seconded by Mr. Amdal, to revise Option C under proposed
31 amended Resolution No. 05-2014 as recommended by staff with the trigger being based on
32 agreement reached through further negotiations with the applicant. The motion to approve
33 amended Resolution No. 05-2014, with the noted revisions, carried 5/0.

34 Mr. Mullin made a motion, seconded by Mr. Tanner, to approve Option A, not inclusive
35 of Public Utility and Drainage Easements. Roll call vote: Members Mullin, Tanner, and Willcox
36 voted aye; Members Amdal and Anderson voted nay. The motion to approve Option A failed 3/2
37 as a unanimous vote is required for street vacation.

38 Mr. Schelzel recommended the Council table further consideration to allow time for staff
39 to work with the applicant on other options.

40 Mr. Amdal made a motion, seconded by Mr. Tanner, to table further consideration of
41 Ordinance #744. The motion carried 5/0.

42
43 **b. Consider Law Enforcement Labor Services, Inc. (LELS) 2014-2016 Union Contract**
44 Ms. Nelson reported on staff’s successfully negotiation with Law Enforcement Labor Services,
45 Inc. (LELS) on a multi-year contract of 2014 to 2016 and described the agreed upon terms
46 including a 2% COLA and 2% market adjustment January 1, 2014; and, a 2% wage increase
47 April 1, 2015. Ms. Nelson answered questions of the Council relating to the contract and what is
48 meant by “modern policing themes.”

49 Mr. Amdal made a motion, seconded by Mrs. Anderson, to approve the Law
50 Enforcement Labor Services, Inc. (LELS) 2014-2016 Union Contract. The motion carried 5/0.
51

AGENDA ITEM 6. City Manager's Report and Discussion Items.

a. Discuss Process for Considering Beach Concessions

Ms. Nelson stated the Council had previously discussed minor modifications to the southern end of the beach house to allow for concessions. She asked if the Council was supportive for staff to continue that effort with a local restaurateur.

The Council discussed the process and whether it should consider opening it to RFPs. Ms. Nelson stated this is a small project so it does not rise to the need for an RFP.

Mrs. Anderson stated support to move forward as it may be considered as a test/experiment to see how it goes and the Council has already set such a precedent with other local businesses. The Council agreed.

b. Other

Ms. Nelson announced upcoming meetings including those related to the Lake Effect. The Framework and Report will be presented at the March 4, 2014 Council meeting.

Ms. Nelson stated the landscape design by LHB for the East Lake Street corridor is proceeding with a design charette on March 8 and a Council Workshop discussion on March 18.

Ms. Nelson stated a meeting has been scheduled with the State Scenic Byway Office on February 24, 2014. During that meeting, information will be provided on options for implementation and estimated costs.

Ms. Pierson, Wayzata Chamber President, announced activities that will occur during this weekend's Chilly Open.

With regard to the Bushaway project, Mr. Kelly stated staff is working through details with CenterPoint Energy.

Mr. Willcox asked about the opportunity for the City to express concern related to rail transport of oil. Mr. Kelly stated staff could forward a statement of the Council to the City's federal legislative delegation.

Mrs. Anderson reported on the Communications Board's meeting and items under consideration.

Mr. Willcox announced that Dan Baasen, Wayzata's representative on the Lake Minnetonka Conservation District, was elected as Board Chair.

AGENDA ITEM 7. Public Forum Continued (if necessary).

There were no comments.

AGENDA ITEM 8. Adjournment.

Mr. Tanner made a motion, seconded by Mr. Amdal to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 8:22 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

***Check Detail Register©**

December 2013 to February 2014

		Check Amt	Invoice	Comment
20100 Accounts Payable				
Paid Chk#	094343	2/7/2014	AEM FINANCIAL SOLUTIONS	
E 101-41500-301	Auditing and Acct g Services	\$634.99	320766	FINANCIAL SERVICES
Total	AEM FINANCIAL SOLUTIONS	\$634.99		
Paid Chk#	094344	2/7/2014	BEST & FLANAGAN	
E 101-41500-304	Legal Fees	\$118.70	441263	470-498 FERNDAL
G 101-20310	Escrow	\$43.70	441264	SUNSETS ESCROW PROJECT
G 101-20310	Escrow	\$307.50	441265	YACHT CLUB ESCROW PROJECT
E 101-41500-304	Legal Fees	\$375.00	441266	CITY COUNCIL
E 101-41500-304	Legal Fees	\$187.50	441267	ORDINANCES
G 101-20310	Escrow	\$231.00	441268	PRES.HOMES ESCROW PROJECT
E 101-41500-304	Legal Fees	\$712.50	441269	CR 101 RECONSTRUCTION
E 101-41500-304	Legal Fees	\$112.50	441270	CELL TOWER
E 401-40000-304	Legal Fees	\$1,699.40	441271	ECON.DEV.-DOWNTOWN PARKING
Total	BEST & FLANAGAN	\$3,787.80		
Paid Chk#	094345	2/7/2014	CBG COMMUNICATIONS, INC.	
E 235-40000-304	Legal Fees	\$147.78	106-111213	MEDIACOM FRANCHISE RENEWAL
Total	CBG COMMUNICATIONS, INC.	\$147.78		
Paid Chk#	094346	2/7/2014	CULLIGAN-BOTTLED WATER	
E 101-42100-499	Miscellaneous	\$54.36	114-10039014-	PD SERVICE
Total	CULLIGAN-BOTTLED WATER	\$54.36		
Paid Chk#	094347	2/7/2014	DEHMER FIRE PROTECTION	
E 101-41940-401	Repairs/Maint Buildings	\$38.00	0150	ANNUAL INSPECTIONS
E 101-41940-404	Repairs/Maint - Machin/Equip	\$409.25	0647	ANNUAL INSPECTIONS
E 101-42100-309	Contractual Services	\$45.00	0648	ANNUAL INSPECTIONS
E 640-47000-404	Repairs/Maint - Machin/Equip	\$15.50	0649	ANNUAL INSPECTIONS
E 640-48000-404	Repairs/Maint - Machin/Equip	\$15.50	0649	ANNUAL INSPECTIONS
Total	DEHMER FIRE PROTECTION	\$523.25		
Paid Chk#	094348	2/7/2014	LEXISNEXIS RISK DATA	
E 101-42100-309	Contractual Services	\$33.00	1214550-2013	PD SERVICE
Total	LEXISNEXIS RISK DATA	\$33.00		
Paid Chk#	094349	2/7/2014	MN DNR WATERS	
E 610-40000-310	Plan Review	\$3,410.48	1965-0433	2013 WATER USE PERMIT
Total	MN DNR WATERS	\$3,410.48		
Paid Chk#	094350	2/7/2014	SYSTEM ONE CONTROL	
E 101-41940-404	Repairs/Maint - Machin/Equip	\$1,320.00	92733.03	SUPPORT
E 101-41940-404	Repairs/Maint - Machin/Equip	\$2,152.50	92855.02	CONTROL PROGRAM
Total	SYSTEM ONE CONTROL	\$3,472.50		
Paid Chk#	094351	2/7/2014	WSB & ASSOCIATES	
E 430-40000-302	Consultants	\$2,665.00	1	GARDNER ST & HYDRANT SURVEY
E 610-49100-302	Consultants	\$1,010.00	9	BUSHAWAY RD WATERMAIN
Total	WSB & ASSOCIATES	\$3,675.00		
20100 Accounts Payable		\$15,739.16		

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December 2013 to February 2014

Check Amt Invoice Comment

Fund Summary**20100 Accounts Payable**

101 GENERAL FUND	\$6,775.50
235 CABLE TV	\$147.78
401 PERM IMPROVEMENT	\$1,699.40
430 STREET CIP	\$2,665.00
610 WATER FUND	\$4,420.48
640 LIQUOR	\$31.00
	\$15,739.16

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January 2014 to February 2014

		Check Amt	Invoice	Comment
10100 Anchor Bank				
Paid Chk#	094248	1/31/2014	AT&T MOBILITY	
E 101-41940-321	Telephone	\$814.17		CELL SERVICE
	Total AT&T MOBILITY	\$814.17		
Paid Chk#	094249	1/31/2014	BETH, GERALD O	
E 640-48000-341	General Promotions	\$150.00	2/11/14	BAR MUSIC 2/11/14
	Total BETH, GERALD O	\$150.00		
Paid Chk#	094250	1/31/2014	BREN, STEPHEN	
R 101-00000-32180	Rental License	\$30.00	REFUND	RENTAL DWELLING LICENSE OVERPAYMENT
	Total BREN, STEPHEN	\$30.00		
Paid Chk#	094251	1/31/2014	CITY ENGINEERS ASSOC. OF MN	
E 101-43300-433	Dues, Licensing & Seminars	\$60.00	2014 DUES	2014 ENG.DUES
	Total CITY ENGINEERS ASSOC. OF MN	\$60.00		
Paid Chk#	094252	1/31/2014	DIRECTV	
E 640-48000-415	Other Equipment Rentals	\$339.84	22299689045	BAR SERVICE
	Total DIRECTV	\$339.84		
Paid Chk#	094253	1/31/2014	LAMBERT, JEFFREY W.	
E 101-42120-304	Legal Fees	\$3,423.75	928.002	LEGAL SERVICES
	Total LAMBERT, JEFFREY W.	\$3,423.75		
Paid Chk#	094254	1/31/2014	LEXUS	
G 630-20300	Deposits Payable	\$2,638.94	CVR REFUND	CVR REFUND
	Total LEXUS	\$2,638.94		
Paid Chk#	094255	1/31/2014	MARTIN, SHANE	
E 640-48000-341	General Promotions	\$300.00	2/6/14	BAR MUSIC 2/6/14
	Total MARTIN, SHANE	\$300.00		
Paid Chk#	094256	1/31/2014	MILLER, FRED	
E 235-40000-302	Consultants	\$1,525.00	54	JAN.2014 WCVT
	Total MILLER, FRED	\$1,525.00		
Paid Chk#	094257	1/31/2014	MMBA	
E 640-47000-433	Dues, Licensing & Seminars	\$150.00	2014-2	BEVERAGE TRAINING
E 640-48000-433	Dues, Licensing & Seminars	\$150.00	2014-2	BEVERAGE TRAINING
	Total MMBA	\$300.00		
Paid Chk#	094258	1/31/2014	MN CHILD SUPPORT PAYMENT CENTE	
G 101-21710	County WH	\$191.40	001514070701	WITHHOLDING ORDER
	Total MN CHILD SUPPORT PAYMENT CENTE	\$191.40		
Paid Chk#	094259	1/31/2014	NYS CHILD SUPPPORT PROCESSING	
G 101-21710	County WH	\$204.75	NR07016J1	WITHHOLDING ORDER
	Total NYS CHILD SUPPPORT PROCESSING	\$204.75		
Paid Chk#	094260	1/31/2014	POPP TELECOM	
E 101-41940-321	Telephone	\$812.64		SERVICE
E 610-40000-323	Radio Units	\$89.53		SERVICE
E 620-40000-323	Radio Units	\$32.68		SERVICE
	Total POPP TELECOM	\$934.85		
Paid Chk#	094261	1/31/2014	RANDY S SANITATION	
E 650-47500-384	Refuse/Garbage Disposal	\$1,391.32		KARTS
E 650-47800-386	Other Utilities	\$81.90		ORGANICS DISPOSAL

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January 2014 to February 2014

			Check Amt	Invoice	Comment
E 650-47500-384	Refuse/Garbage Disposal		\$8,406.90		LABOR
E 640-47000-384	Refuse/Garbage Disposal		\$148.93		STORE
E 650-47500-384	Refuse/Garbage Disposal		\$76.70		STICKERS
E 650-47800-384	Refuse/Garbage Disposal		\$6,340.00		ORGANICS PROGRAM
E 650-47600-309	Contractual Services		\$3,804.00		RECYCLING
E 101-41940-386	Other Utilities		\$327.12		PW & CH SERVICE
E 650-47500-386	Other Utilities		\$3,645.79		DISPOSAL
E 650-47500-384	Refuse/Garbage Disposal		\$1,020.00		DRIVE UP
E 640-48000-384	Refuse/Garbage Disposal		\$300.00		BAR
Total RANDY S SANITATION			\$25,542.66		
Paid Chk# 094262	1/31/2014	REYCRAFT, TOM			
E 640-48000-341	General Promotions		\$300.00	2/8/14	BAR MUSIC 2/8/14
Total REYCRAFT, TOM			\$300.00		
Paid Chk# 094263	1/31/2014	WOODFORD, RICHARD			
E 640-47000-130	Employer Paid Ins		\$300.00	JAN.2014	JAN.2014 HEALTH INS.
Total WOODFORD, RICHARD			\$300.00		
Paid Chk# 094264	1/31/2014	ZAHLER, TONY			
E 640-48000-341	General Promotions		\$400.00	2/1/14	BAR MUSIC 2/1/14
Total ZAHLER, TONY			\$400.00		
Paid Chk# 094265	2/3/2014	ABSOLUTE MECHANICAL			
E 101-41940-404	Repairs/Maint - Machin/Equip		\$620.00	3374	HVAC REPAIRS
Total ABSOLUTE MECHANICAL			\$620.00		
Paid Chk# 094266	2/3/2014	ACTION FLEET INC.			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$59.80	10802	PD REPAIRS
Total ACTION FLEET INC.			\$59.80		
Paid Chk# 094267	2/3/2014	ALEX AIR APPARATUS, INC.			
E 101-42200-241	Safety equip/testings		\$596.00	25086	FD SAFETY EQUIP.
Total ALEX AIR APPARATUS, INC.			\$596.00		
Paid Chk# 094268	2/3/2014	BROOKDALE CHRYSLER, JEEP,DODGE			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$71.01	237655	PD REPAIRS
Total BROOKDALE CHRYSLER, JEEP,DODGE			\$71.01		
Paid Chk# 094269	2/3/2014	CLAREY S SAFETY EQUIPMENT			
E 101-42200-210	Operating Supplies (GENERAL)		\$88.97	153840	FD SUPPLIES
Total CLAREY S SAFETY EQUIPMENT			\$88.97		
Paid Chk# 094270	2/3/2014	CRAIG RAPP, LLC			
E 101-41500-302	Consultants		\$2,000.00	010214	ORG.ANALYSIS/STRATEGIC PLANNING
E 101-41500-302	Consultants		\$6,618.00	010314	ORG.ANALYSIS/STRATEGIC PLANNING
Total CRAIG RAPP, LLC			\$8,618.00		
Paid Chk# 094271	2/3/2014	ECM PUBLISHERS, INC.			
E 101-41500-350	Printing & Publishing		\$53.20	70103	LEGAL NOTICES
Total ECM PUBLISHERS, INC.			\$53.20		
Paid Chk# 094272	2/3/2014	HARVEST HOME			
E 101-41500-499	Miscellaneous		\$85.28	174	FUNERAL FLOWERS
Total HARVEST HOME			\$85.28		
Paid Chk# 094273	2/3/2014	HOLIDAY			
E 101-42100-212	Motor Fuels		\$154.43		PD FUEL
Total HOLIDAY			\$154.43		

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January 2014 to February 2014

		Check Amt	Invoice	Comment
Paid Chk#	094274	2/3/2014	INT L ASSOC.OF CHIEFS OF POLIC	
E 101-42100-433	Dues, Licensing & Seminars	\$120.00	1001089034	PD DUES
Total	INT L ASSOC.OF CHIEFS OF POLIC	\$120.00		
Paid Chk#	094275	2/3/2014	ISC COMPANIES INC.	
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$269.44	1355517	PARTS
Total	ISC COMPANIES INC.	\$269.44		
Paid Chk#	094276	2/3/2014	LANGE & SONS	
E 409-40000-540	Equipment	\$526.50	11426	GENERATOR PARTS
Total	LANGE & SONS	\$526.50		
Paid Chk#	094277	2/3/2014	LAW ENFORCEMENT TECHNOLOGY	
E 101-42100-309	Contractual Services	\$3,420.00	14450	PD SUPPORT & MAINT.
E 101-42100-309	Contractual Services	\$150.00	14452	PD SUPPORT & MAINT.
Total	LAW ENFORCEMENT TECHNOLOGY	\$3,570.00		
Paid Chk#	094278	2/3/2014	LEAGUE OF MN.CITIES	
E 101-41500-433	Dues, Licensing & Seminars	\$99.00	194927	CONF.REGISTRATION-HEIDI
Total	LEAGUE OF MN.CITIES	\$99.00		
Paid Chk#	094279	2/3/2014	LEXUS	
G 630-20300	Deposits Payable	\$1,534.25	CVR REFUND	CVR REFUND
Total	LEXUS	\$1,534.25		
Paid Chk#	094280	2/3/2014	LONG LAKE TRU VALUE	
E 610-40000-210	Operating Supplies (GENERAL)	\$1.03		SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$30.55		SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)	\$3.53		SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)	\$17.16		SUPPLIES
Total	LONG LAKE TRU VALUE	\$52.27		
Paid Chk#	094281	2/3/2014	LOU'S GLOVES	
E 610-40000-241	Safety equip/testings	\$52.00	004876	SAFETY GLOVES
E 101-43100-241	Safety equip/testings	\$52.00	004876	SAFETY GLOVES
E 620-40000-241	Safety equip/testings	\$52.00	004876	SAFETY GLOVES
Total	LOU'S GLOVES	\$156.00		
Paid Chk#	094282	2/3/2014	MAC TOOLS	
E 620-40000-240	Small Tools and Minor Equip	\$69.84	3338298281	MECHANICAL DIAGNOSTIC SCANNER
E 101-43100-240	Small Tools and Minor Equip	\$69.84	3338298281	MECHANICAL DIAGNOSTIC SCANNER
E 101-45200-240	Small Tools and Minor Equip	\$69.84	3338298281	MECHANICAL DIAGNOSTIC SCANNER
E 101-42100-240	Small Tools and Minor Equip	\$69.83	3338298281	MECHANICAL DIAGNOSTIC SCANNER
E 610-40000-240	Small Tools and Minor Equip	\$69.84	3338298281	MECHANICAL DIAGNOSTIC SCANNER
Total	MAC TOOLS	\$349.19		
Paid Chk#	094283	2/3/2014	MED COMPASS	
E 101-42200-306	Personnel Expense	\$608.00	22764	FD EXAMS
Total	MED COMPASS	\$608.00		
Paid Chk#	094284	2/3/2014	METRO SALES INC.	
E 101-42100-200	Office Supplies (GENERAL)	\$779.47	16023A	PD SUPPLIES
Total	METRO SALES INC.	\$779.47		
Paid Chk#	094285	2/3/2014	MINNETONKA SPORTSMEN, INC.	
E 101-42100-434	Training and schools	\$202.72	2014 DUES	PD 2014 DUES
Total	MINNETONKA SPORTSMEN, INC.	\$202.72		
Paid Chk#	094286	2/3/2014	MN NCPERS LIFE INSURANCE	

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G 101-21715	PERA Term Life	\$48.00	2/2014	LIFE INS.-FEB.2014
Total MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk# 094287	2/3/2014	NAPA AUTO PARTS-WATERTOWN		
E 101-42100-404	Repairs/Maint - Machin/Equip	\$340.63	410635	PARTS/REPAIRS
E 101-42400-404	Repairs/Maint - Machin/Equip	\$120.62	410647	PARTS/REPAIRS
Total NAPA AUTO PARTS-WATERTOWN		\$461.25		
Paid Chk# 094288	2/3/2014	OFFICE DEPOT		
E 101-41500-200	Office Supplies (GENERAL)	(\$124.43)	683631158001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	\$5.35	686650543001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)	\$128.70	691955321001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)	\$15.00	691955424001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)	\$11.40	691955424001	SUPPLIES
Total OFFICE DEPOT		\$36.02		
Paid Chk# 094289	2/3/2014	PITNEY BOWES		
E 101-49200-322	Postage	\$180.72	455686	POSTAGE METER
Total PITNEY BOWES		\$180.72		
Paid Chk# 094290	2/3/2014	PRIMARY PRODUCTS COMPANY		
E 101-42100-210	Operating Supplies (GENERAL)	\$76.46	52356	PD SUPPLIES
Total PRIMARY PRODUCTS COMPANY		\$76.46		
Paid Chk# 094291	2/3/2014	PRO TIRE & SERVICE		
E 101-42100-404	Repairs/Maint - Machin/Equip	\$22.35	25273	PD REPAIRS
Total PRO TIRE & SERVICE		\$22.35		
Paid Chk# 094292	2/3/2014	RIGID HITCH INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$417.54	1927489702	PARTS
Total RIGID HITCH INC.		\$417.54		
Paid Chk# 094293	2/3/2014	SCOTT GERBER		
E 101-42200-434	Training and schools	\$125.00	14-0001	FD TRAINING
Total SCOTT GERBER		\$125.00		
Paid Chk# 094294	2/3/2014	SHORT ELLIOTT HENDRICKSON INC.		
G 101-20310	Escrow	\$2,217.33	277559	SPRINT ANTENNA ESCROW PROJECT
Total SHORT ELLIOTT HENDRICKSON INC.		\$2,217.33		
Paid Chk# 094295	2/3/2014	SPECTER INSTRUMENTS		
E 620-40000-225	Repair & Maint - System	\$197.50	1401030064	MAINT.& SUPPORT
E 610-40000-225	Repair & Maint - System	\$197.50	1401030064	MAINT.& SUPPORT
Total SPECTER INSTRUMENTS		\$395.00		
Paid Chk# 094296	2/3/2014	SPRINT		
E 101-42100-323	Radio Units	\$126.32	134573312-14	SERVICE
Total SPRINT		\$126.32		
Paid Chk# 094297	2/3/2014	TIME SAVER		
E 101-41100-302	Consultants	\$208.50	M20323	MTG.MINUTES
Total TIME SAVER		\$208.50		
Paid Chk# 094298	2/3/2014	TROPHIES BY LINDA		
E 101-41100-499	Miscellaneous	\$42.64	27106	PLANNING COMM.RECOGN.
Total TROPHIES BY LINDA		\$42.64		
Paid Chk# 094299	2/3/2014	UNIFORMS UNLIMITED		
E 101-42100-217	Uniforms	\$153.00	191068	PD UNIFORMS

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Total UNIFORMS UNLIMITED			\$153.00		
Paid Chk# 094300	2/3/2014	UPS STORE			
E 610-40000-242	Well & F.P. Equipment		\$6.33		COPYING
E 640-48000-210	Operating Supplies (GENERAL)		\$55.43		COPYING
Total UPS STORE			\$61.76		
Paid Chk# 094301	2/3/2014	VERIZON WIRELESS			
E 101-42100-323	Radio Units		\$160.08	9718229245	SERVICE
E 101-42200-323	Radio Units		\$12.03	9718671610	SERVICE
Total VERIZON WIRELESS			\$172.11		
Paid Chk# 094302	2/3/2014	VISA - FIRSTNATIONAL BANK OMAH			
E 404-40000-302	Consultants		\$504.00		TREE CARE
E 101-41500-331	Mileage & Expense Account		\$49.73		MTG.MEALS
E 101-41940-321	Telephone		\$45.57		CELL PHONE CASE
E 610-40000-331	Mileage & Expense Account		\$109.61		WATERMAIN BREAK MEALS
E 640-48000-499	Miscellaneous		\$33.14		BAR APPLICATION
Total VISA - FIRSTNATIONAL BANK OMAH			\$742.05		
Paid Chk# 094303	2/3/2014	WAYZATA BAY CAR WASH			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$884.93	PD CAR WAS	PD CAR WASH PACKAGE
Total WAYZATA BAY CAR WASH			\$884.93		
Paid Chk# 094304	2/3/2014	YOCUM OIL			
E 101-49200-212	Motor Fuels		\$426.58	605680	FUEL
E 101-49200-212	Motor Fuels		\$1,889.40	606367	FUEL
Total YOCUM OIL			\$2,315.98		
Paid Chk# 094305	2/5/2014	AMARA			
E 640-47000-252	Wine For Resale		\$436.00	1453	WINE
E 640-47000-259	Freight		\$7.50	1453	WINE
Total AMARA			\$443.50		
Paid Chk# 094306	2/5/2014	BELLBOY BAR SUPPLY CORP.			
E 640-47000-252	Wine For Resale		\$112.00	41066800	WINE
E 640-47000-259	Freight		\$12.30	41509200	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,052.94	41509200	LIQ
E 640-47000-252	Wine For Resale		\$176.00	41600500	WINE
E 640-47000-259	Freight		\$1.55	41600500	FREIGHT
E 640-47000-251	Liquor For Resale		\$3,875.57	41600600	LIQ
E 640-47000-259	Freight		\$39.53	41600600	FREIGHT
Total BELLBOY BAR SUPPLY CORP.			\$5,269.89		
Paid Chk# 094307	2/5/2014	BERNICK'S WINE			
E 640-47000-254	Soft Drinks/Mix For Resale		\$84.75	109612	MISC.MDSE.
Total BERNICK'S WINE			\$84.75		
Paid Chk# 094308	2/5/2014	BLOOMQUIST, RICK			
E 640-48000-341	General Promotions		\$400.00	2/15/14	BAR MUSIC 2/15/14
Total BLOOMQUIST, RICK			\$400.00		
Paid Chk# 094309	2/5/2014	COCA-COLA			
E 640-48000-254	Soft Drinks/Mix For Resale		\$1,090.96	0158056811	MISC.MDSE.
Total COCA-COLA			\$1,090.96		
Paid Chk# 094310	2/5/2014	COZZINI BROS., INC.			
E 640-48500-415	Other Equipment Rentals		\$73.48	C763059	KNIFE EXCHANGE
Total COZZINI BROS., INC.			\$73.48		

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Paid Chk#	094311	2/5/2014	DAHLHEIMER DISTRIBUTING CO.		
E 640-48000-253	Beer For Resale		\$646.00	17667	BEER
Total	DAHLHEIMER DISTRIBUTING CO.		\$646.00		
Paid Chk#	094312	2/5/2014	DAY DISTRIBUTING		
E 640-47000-253	Beer For Resale		\$673.45	734281	BEER
E 640-48000-253	Beer For Resale		\$312.00	736992	BEER
Total	DAY DISTRIBUTING		\$985.45		
Paid Chk#	094313	2/5/2014	DOMACE VINO		
E 640-47000-252	Wine For Resale		\$612.00	6963	WINE
E 640-47000-259	Freight		\$6.00	6963	FREIGHT
Total	DOMACE VINO		\$618.00		
Paid Chk#	094314	2/5/2014	EXCELSIOR BREWING COMPANY		
E 640-48000-253	Beer For Resale		\$190.00	3115	BEER
Total	EXCELSIOR BREWING COMPANY		\$190.00		
Paid Chk#	094315	2/5/2014	EXTREME BEVERAGE, LLC		
E 640-47000-254	Soft Drinks/Mix For Resale		\$441.00	W-898350	MISC.MDSE.
Total	EXTREME BEVERAGE, LLC		\$441.00		
Paid Chk#	094316	2/5/2014	G & K SERVICES		
E 640-48000-210	Operating Supplies (GENERAL)		\$100.87	1013122019	UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$43.70	1013122019	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$195.47	1013122019	UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$43.70	1013133529	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$190.92	1013133529	UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$89.91	1013133529	UNIFORMS & SUPPLIES
Total	G & K SERVICES		\$664.57		
Paid Chk#	094317	2/5/2014	GILBERT, MELODY		
E 640-48000-341	General Promotions		\$300.00	2/13/14	BAR MUSIC 2/13/14
Total	GILBERT, MELODY		\$300.00		
Paid Chk#	094318	2/5/2014	HEGGIES PIZZA		
E 640-48500-255	FOODIngredients For Resale		\$36.00	1424553	FOOD
Total	HEGGIES PIZZA		\$36.00		
Paid Chk#	094319	2/5/2014	HOHENSTEINS INC.		
E 640-47000-253	Beer For Resale		\$288.00	684901	BEER
Total	HOHENSTEINS INC.		\$288.00		
Paid Chk#	094320	2/5/2014	JJ TAYLOR DISTRIBUTING OF MN		
E 640-47000-259	Freight		\$3.00	2173231	FREIGHT
E 640-47000-253	Beer For Resale		\$1,026.22	2173231	BEER
E 640-48000-253	Beer For Resale		\$123.55	2178822	BEER
E 640-48000-253	Beer For Resale		\$340.55	2178869	BEER
Total	JJ TAYLOR DISTRIBUTING OF MN		\$1,493.32		
Paid Chk#	094321	2/5/2014	JOHNSON BROS.-ST.PAUL		
E 640-47000-259	Freight		\$1.37	1729637	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$32.25	1729637	MISC.
E 640-47000-252	Wine For Resale		\$2,520.25	1765484	WINE
E 640-47000-259	Freight		\$41.10	1765484	FREIGHT
E 640-47000-259	Freight		\$5.48	1765485	FREIGHT
E 640-47000-252	Wine For Resale		\$242.90	1765485	WINE
E 640-47000-251	Liquor For Resale		\$69.00	1765486	LIQ
E 640-47000-259	Freight		\$1.37	1765486	FREIGHT

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E 640-47000-259	Freight		\$14.14	1766556	FREIGHT
E 640-47000-252	Wine For Resale		\$849.10	1766556	WINE
E 640-47000-251	Liquor For Resale		\$265.74	1766557	LIQ
E 640-47000-259	Freight		\$3.08	1766557	FREIGHT
E 640-47000-252	Wine For Resale		\$881.65	1771199	WINE
E 640-47000-259	Freight		\$24.66	1771199	FREIGHT
E 640-47000-251	Liquor For Resale		\$450.35	1771200	LIQ
E 640-47000-259	Freight		\$5.48	1771200	FREIGHT
E 640-47000-259	Freight		\$15.07	1771201	FREIGHT
E 640-47000-252	Wine For Resale		\$745.00	1771201	WINE
E 640-47000-259	Freight		\$2.74	1771202	FREIGHT
E 640-47000-251	Liquor For Resale		\$247.75	1771202	LIQ
Total JOHNSON BROS.-ST.PAUL			\$6,418.48		
Paid Chk#	094322	2/5/2014	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale		\$280.60	351997	FOOD
Total KARLSBURGER FOODS, INC.			\$280.60		
Paid Chk#	094323	2/5/2014	MAIN STREET BAKERY		
E 640-48500-255	FOODIngredients For Resale		\$87.27	232402	FOOD
E 640-48500-255	FOODIngredients For Resale		\$115.47	234692	FOOD
E 640-48500-255	FOODIngredients For Resale		\$109.84	234815	FOOD
E 640-48500-255	FOODIngredients For Resale		\$108.07	234904	FOOD
E 640-48500-255	FOODIngredients For Resale		\$137.31	234991	FOOD
E 640-48500-255	FOODIngredients For Resale		\$70.12	235106	FOOD
E 640-48500-255	FOODIngredients For Resale		\$114.26	235234	FOOD
E 640-48500-255	FOODIngredients For Resale		\$103.11	235315	FOOD
Total MAIN STREET BAKERY			\$845.45		
Paid Chk#	094324	2/5/2014	MEUWISSEN, LYNN		
E 640-48000-130	Employer Paid Ins		\$100.00	JAN.2014	HEALTH INS.REIMB.JAN.2014
Total MEUWISSEN, LYNN			\$100.00		
Paid Chk#	094325	2/5/2014	NETWORK BUSINESS SUPPLIES		
E 640-48000-200	Office Supplies (GENERAL)		\$859.41	00093801	SUPPLIES
Total NETWORK BUSINESS SUPPLIES			\$859.41		
Paid Chk#	094326	2/5/2014	NORTHWESTERN FRUIT COMPANY		
E 640-48500-255	FOODIngredients For Resale		\$249.50	774144	FOOD
E 640-48500-255	FOODIngredients For Resale		\$418.40	774339	FOOD
E 640-48500-255	FOODIngredients For Resale		\$259.65	774485	FOOD
E 640-48000-251	Liquor For Resale		\$190.55	774700	FOOD
E 640-48500-255	FOODIngredients For Resale		\$236.85	774852	FOOD
E 640-48500-255	FOODIngredients For Resale		\$201.85	775020	FOOD
Total NORTHWESTERN FRUIT COMPANY			\$1,556.80		
Paid Chk#	094327	2/5/2014	PAUSTIS & SONS		
E 640-47000-252	Wine For Resale		\$238.00	8433528	WINE
E 640-47000-259	Freight		\$4.50	8433528	FREIGHT
E 640-47000-259	Freight		\$18.75	8434011	FREIGHT
E 640-47000-252	Wine For Resale		\$2,551.51	8434011	WINE
E 640-48000-252	Wine For Resale		\$229.50	8434816	WINE
Total PAUSTIS & SONS			\$3,042.26		
Paid Chk#	094328	2/5/2014	PHILLIPS WINES & SPIRITS		
E 640-47000-259	Freight		\$22.61	2548805	FREIGHT
E 640-47000-252	Wine For Resale		\$1,565.34	2548805	WINE
E 640-47000-251	Liquor For Resale		\$159.65	2548806	LIQ
E 640-47000-259	Freight		\$2.74	2548806	FREIGHT

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E 640-48000-251	Liquor For Resale		\$407.18	2551825	WINE
E 640-47000-259	Freight		\$24.20	2551938	FREIGHT
E 640-47000-252	Wine For Resale		\$1,741.95	2551938	WINE
E 640-47000-259	Freight		\$5.48	2551939	FREIGHT
E 640-47000-251	Liquor For Resale		\$345.95	2551939	LIQ
E 640-47000-252	Wine For Resale		\$360.00	2552736	WINE
E 640-47000-259	Freight		\$1.37	2552736	FREIGHT
E 640-47000-252	Wine For Resale		(\$161.37)	3520102	WINE
Total PHILLIPS WINES & SPIRITS			\$4,475.10		
Paid Chk# 094329	2/5/2014	SIGNS NOW			
E 640-47000-210	Operating Supplies (GENERAL)		\$71.98	26191	LIQ.STORE SIGNS
Total SIGNS NOW			\$71.98		
Paid Chk# 094330	2/5/2014	SOUTHERN WINE & SPIRITS OF MN			
E 640-47000-252	Wine For Resale		\$3,150.00	1119913	WINE
E 640-47000-259	Freight		\$13.42	1119913	FREIGHT
E 640-47000-259	Freight		\$1.15	1122099	FREIGHT
E 640-47000-259	Freight		\$5.75	1122100	FREIGHT
E 640-47000-252	Wine For Resale		\$932.36	1122100	WINE
E 640-47000-251	Liquor For Resale		\$202.48	1124229	LIQ
E 640-47000-259	Freight		\$1.15	1124229	FREIGHT
E 640-47000-252	Wine For Resale		\$1,904.00	1124230	WINE
E 640-47000-259	Freight		\$27.60	1124230	FREIGHT
E 640-47000-251	Liquor For Resale		\$4,490.96	1124231	LIQ
E 640-47000-259	Freight		\$28.56	1124231	FREIGHT
E 640-47000-259	Freight		\$3.45	1124232	FREIGHT
E 640-47000-252	Wine For Resale		\$392.00	1124232	WINE
E 640-47000-259	Freight		\$0.38	1126466	FREIGHT
E 640-47000-251	Liquor For Resale		\$108.00	1126466	LIQ
E 640-47000-259	Freight		\$19.16	1126467	FREIGHT3
E 640-47000-251	Liquor For Resale		\$2,262.54	1126467	LIQ
E 640-47000-252	Wine For Resale		\$876.00	1126468	WINE
E 640-47000-259	Freight		\$11.50	1126468	FREIGHT
E 640-47000-252	Wine For Resale		\$1,068.00	1126469	WINE
E 640-47000-259	Freight		\$6.90	1126469	FREIGHT
Total SOUTHERN WINE & SPIRITS OF MN			\$15,505.36		
Paid Chk# 094331	2/5/2014	STAPLES BUSINESS SUPPLIES			
E 640-48000-200	Office Supplies (GENERAL)		\$50.08	3220643883	SUPPLIES
Total STAPLES BUSINESS SUPPLIES			\$50.08		
Paid Chk# 094332	2/5/2014	STRATEGIC EQUIPMENT AND			
E 640-48000-210	Operating Supplies (GENERAL)		\$133.24	2148500	BAR SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$31.32	2148501	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$305.50	2148501	KITCHEN SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$251.02	2151212	KITCHEN SUPPLIES
E 640-48000-217	Uniforms		\$105.94	2151214	BAR UNIFORMS
E 640-48500-210	Operating Supplies (GENERAL)		\$447.52	2151215	KITCHEN SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$36.57	2152647	BAR SUPPLIES
Total STRATEGIC EQUIPMENT AND			\$1,311.11		
Paid Chk# 094333	2/5/2014	SUNBURST CHEMICALS, INC.			
E 640-48500-210	Operating Supplies (GENERAL)		\$532.52	0317992	SUPPLIES
Total SUNBURST CHEMICALS, INC.			\$532.52		
Paid Chk# 094334	2/5/2014	SYSCO MINNESOTA			
E 640-48000-342	Promotions - Food/Drinks		\$27.88	401200629	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$41.22	401200629	KITCHEN SUPPLIES

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E 640-48500-255	FOODIngredients For Resale		\$2,324.91	401200629	FOOD
E 640-48000-251	Liquor For Resale		\$35.83	401221332	LIQ
E 640-48000-342	Promotions - Food/Drinks		\$59.05	401221332	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale		\$4,228.73	401221332	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$102.76	401221332	KITCHEN SUPPLIES
E 640-48000-254	Soft Drinks/Mix For Resale		\$436.36	401221332	MISC.BEV.
E 640-48000-342	Promotions - Food/Drinks		\$59.05	401241501	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$52.75	401241501	LIQ
E 640-48500-210	Operating Supplies (GENERAL)		\$197.89	401241501	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$4,144.00	401241501	FOOD
E 640-48500-255	FOODIngredients For Resale		(\$66.71)	401251919	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$80.78	401270713	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$1,584.74	401270713	FOOD
E 640-48000-253	Beer For Resale		\$9.94	401270713	BEER
E 640-48500-255	FOODIngredients For Resale		(\$14.41)	401280060	FOOD
E 640-48000-342	Promotions - Food/Drinks		\$29.82	401290929	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$61.78	401290929	LIQ
E 640-48500-210	Operating Supplies (GENERAL)		\$46.08	401290929	KITCHEN SUPPLIES
E 640-48500-255	FOODIngredients For Resale		\$3,362.01	401290929	FOOD
E 640-48500-255	FOODIngredients For Resale		\$2,173.04	401311274	FOOD
E 640-48500-210	Operating Supplies (GENERAL)		\$95.66	401311274	KITCHEN SUPPLIES
E 640-48000-342	Promotions - Food/Drinks		\$27.88	401311274	PROMO FOOD
E 640-48000-251	Liquor For Resale		\$16.39	401311274	LIQ
Total SYSCO MINNESOTA			\$19,117.43		
Paid Chk# 094335	2/5/2014	T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv		\$110.00	487255	BEER LINES CLEANED
Total T.D. ANDERSON INC.			\$110.00		
Paid Chk# 094336	2/5/2014	THORPE DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale		\$5,560.55	00701142	BEER
E 640-48000-253	Beer For Resale		\$124.80	801111	BEER
E 640-48000-253	Beer For Resale		\$180.00	801779	BEER
E 640-48000-253	Beer For Resale		(\$90.00)	802474	BEER
E 640-48000-253	Beer For Resale		\$104.00	802475	BEER
Total THORPE DISTRIBUTING CO.			\$5,879.35		
Paid Chk# 094337	2/5/2014	WAYZATA CHAMBER OF COMMERCE			
E 640-47000-433	Dues, Licensing & Seminars		\$315.00	5804	2014 MEMBERSHIP
Total WAYZATA CHAMBER OF COMMERCE			\$315.00		
Paid Chk# 094338	2/5/2014	WILLIAMS, CRAIG			
E 640-48500-130	Employer Paid Ins		\$300.00	JAN.2014	HEALTH INS.REIMB.JAN.2014
Total WILLIAMS, CRAIG			\$300.00		
Paid Chk# 094339	2/5/2014	WINE COMPANY			
E 640-47000-252	Wine For Resale		\$2,008.66	351657	WINE
E 640-47000-259	Freight		\$24.75	351657	FREIGHT
Total WINE COMPANY			\$2,033.41		
Paid Chk# 094340	2/5/2014	WINE MERCHANT			
E 640-47000-252	Wine For Resale		\$294.48	488947	WINE
E 640-47000-259	Freight		\$0.68	488947	FREIGHT
E 640-47000-252	Wine For Resale		\$3,324.00	489128	WINE
E 640-47000-259	Freight		\$16.44	489128	FREIGHT
E 640-47000-252	Wine For Resale		\$1,494.48	489129	WINE
E 640-47000-259	Freight		\$4.80	489129	FREIGHT
Total WINE MERCHANT			\$5,134.88		

***Check Detail Register©**

January 2014 to February 2014

			Check Amt	Invoice	Comment
Paid Chk#	094341	2/5/2014	WIRTZ BEVERAGE MN BEER		
E 640-47000-253	Beer For Resale		\$1,573.65	1090170106	BEER
E 640-48000-253	Beer For Resale		\$258.00	1090173560	BEER
Total WIRTZ BEVERAGE MN BEER			\$1,831.65		
Paid Chk#	094342	2/5/2014	WIRTZ BEVERAGE MN WINE & SPIRI		
E 640-47000-259	Freight		\$13.17	1080135258	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,988.34	1080135258	LIQ
E 640-47000-252	Wine For Resale		\$1,794.00	1080135259	WINE
E 640-47000-259	Freight		\$21.75	1080135259	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$40.40	1080137664	MISC.
E 640-47000-259	Freight		\$35.28	1080137664	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,887.36	1080137664	LIQ
E 640-47000-259	Freight		\$7.25	1080137665	FREIGHT
E 640-47000-252	Wine For Resale		\$456.00	1080137665	WINE
Total WIRTZ BEVERAGE MN WINE & SPIRI			\$7,243.55		
10100 Anchor Bank			\$154,795.19		

Fund Summary

<u>10100 Anchor Bank</u>	
101 GENERAL FUND	\$29,707.64
235 CABLE TV	\$1,525.00
404 PARK AND TRAIL CIP	\$504.00
409 EQUIP REVOLVING	\$526.50
610 WATER FUND	\$525.84
620 SEWER FUND	\$369.18
630 MOTOR VEHICLE	\$4,173.19
640 LIQUOR	\$92,697.23
650 SOLID WASTE	\$24,766.61
	\$154,795.19

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement”) is fully effective as of January 29, 2014, and is entered into by the following parties on behalf of themselves and their heirs, personal representatives, successors, assigns, subrogees, insurers, attorneys and persons identified in interest with all of the foregoing:

- A. John C. Dietrich (hereinafter sometimes referred to as “Owner”);
- B. The City of Wayzata (hereinafter sometimes referred to as the “City”);
- C. Geislinger & Sons, Inc. (“Geislinger”); and
- D. Northern Dewatering, Inc. (“Northern Dewatering”).

RECITALS

A. The Owner asserted a Claim against the City alleging damages to real and personal property at 744 East Lake Street, Wayzata, MN 55391 (the “Property”), including problems with settlement as a result of dewatering performed for the City’s installation of underground utilities for the 2010 Lake Street Reconstruction Project (the “Claims”);

B. The City placed Geislinger and Northern Dewatering on notice regarding the claim as the respective general contractor and dewatering contractor for the 2010 Lake Street Reconstruction Project.

C. The City, Geislinger, and Northern Dewatering denied all liability for the Claims.

D. The Owner, City, Geislinger and Northern Dewatering now desire to fully and finally settle all Claims by and between them which were asserted or which could

have been asserted and which arise from or relate to the subject matter of the Claims asserted by the Owner (the “Settled Claims”), as more fully set forth below:

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. RELEASE OF CLAIMS.

A. Upon receipt of the payment to the Owner from the City, Geislinger and Northern Dewatering, as set forth below in paragraph 2, the sufficiency of which is hereby acknowledged, and except for the obligations provided herein, the Owner, City, Geislinger and Northern Dewatering shall and do hereby mutually agree and generally relieve, release, and discharge each other, their heirs, predecessors, agents, employees, administrators, successors, assigns, subsidiaries, divisions, affiliates, operating companies, parents, partners, officers, directors, stockholders, Board Members, consultants, subconsultants, servants, sureties, including claims between the parties and insurers for The City, Geislinger and Northern Dewatering, The League of Minnesota Cities Insurance Trust, The Cincinnati Insurance Company and Travelers Insurance Company relative to any alleged additional insured status for the Settled Claims, and attorneys and each of them, of and from any and all claims, counterclaims, countersuits, crossclaims, third party claims, insurance coverage, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses (including but not limited to attorneys' fees), damages, actions, causes of action, and claims for relief, of whatever kind or nature, whether now known or unknown, suspected or unsuspected, based on, arising out of, or in connection with anything whatsoever done, omitted, or suffered to be done with respect to the Settled Claims.

The City, Geislinger and Northern Dewatering expressly preserve any and all claims against each other or otherwise, arising from or relating to any other claims asserted by any other person or entity that is not a party to this Agreement as a result of dewatering performed for the installation of underground utilities for the 2010 Lake Street Reconstruction Project.

B. The Owner, City, Geislinger and Northern Dewatering understand that the damages which have been claimed or which could have been claimed may be more extensive than presently known or contemplated and represent that they are therefore relying upon their own analysis of the defects, damages and potential damages and claims and potential claims against the other parties and that they are not relying upon representations or statements by the other parties or anyone retained by or representing the other parties with regard to any such matters.

C. The Owner shall indemnify, defend, and hold harmless the City, Geislinger and Northern Dewatering from any actions, claims or demands by the Owners' past, present or future tenants at the Property related to the Claims.

D. The Owner, City, Geislinger and Northern Dewatering agree that if any of them bring a contribution or indemnity action for the Settled Claims released by this Agreement against any third person or entity who is not a party to this Agreement, whether such action is direct or indirect, or based on a claimed right of subrogation, contribution or indemnity, that the party asserting such action shall indemnify, defend and hold harmless the Owner, City, Geislinger and Northern Dewatering from any claims by the third person or entity.

2. CONSIDERATION.

A. Consideration for the Owner. The Owner agrees to accept the consideration in full settlement of its claims and as consideration for the other terms and conditions of this Agreement the amount set out on the attached Exhibit A, which has been executed by the Owner. This consideration will be disbursed to the Owner once the City, Geislinger and Northern Dewatering receive a fully executed agreement.

B. Consideration Extended by the City, Geislinger and Northern Dewatering. The City, Geislinger and Northern Dewatering agree to extend the consideration described in their respective exhibits described below in exchange for a full release of the claims against and between each other and such other terms and conditions of this Agreement:.

- Exhibit B – Consideration of the City
- Exhibit C – Consideration of Geislinger
- Exhibit D – Consideration of Northern Dewatering

C. Confidentiality of Consideration. All parties hereto acknowledge the sufficiency of the consideration for this Agreement, but further agree that such consideration shall be kept confidential in accordance with the following terms:

- (1) Exhibits A through D have been separately executed by the respective party identified with said Exhibits or by an attorney authorized to do so on the party's behalf.
- (2) The consideration identified in Exhibits A through E shall be held in escrow counsel for the City at Jardine, Logan & O'Brien, P.L.L.P. until it receives all consideration and a fully executed release.
- (3) Nothing contained herein is intended to prohibit disclosure of the contents of Exhibit A if required by applicable law, including but not limited to Minnesota Statutes, Section 466.08 and the Minnesota Government Data Practices Act, as amended.

3. NO ADMISSION OF LIABILITY.

The parties recognize and agree that this settlement is the compromise of disputed claims and that the consideration accepted and paid hereunder is not intended nor shall it be construed by anyone to be an admission of liability by or on behalf of any of the parties, by whom all such liability is expressly denied, said parties intending by this settlement merely to avoid litigation and buy their peace.

4. BINDING EFFECT.

The terms of this Settlement Agreement shall be binding upon and be enforceable against and shall inure to the benefit of the parties hereto jointly and severally and the insurers, sureties, heirs, successors, personal representatives, parents, subsidiaries, affiliated companies, employees, agents, and assigns of each.

In entering this Agreement, the parties represent that they have had the opportunity to consult an attorney, relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal consequences of this Agreement; that the terms of the Settlement Agreement have been completely read and explained to them by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by the parties.

5. REMARKS.

All Parties to this Settlement Agreement agree that they shall make no disparaging remarks about any other party to this Agreement, relating in any way to the Claims, including but not limited to any remarks about the nature or adequacy of any person's performance of the work or the supply of materials for the construction of this project. Nothing in this provision prevents truthful disclosure of the existence and basis

of the underlying Claims and subsequent settlement of Claims to third parties, although such disclosure shall not specifically identify the parties released pursuant to this Settlement Agreement and presuming said disclosure complies with the terms and conditions of this Settlement Agreement in all other respects.

6. CONFIDENTIALITY.

Subject to the provisions of paragraph 2 above, as further consideration for this Settlement Agreement, the parties agree that all matters recited herein, and in settlement discussions between the parties, whether or not through counsel, have been and shall be kept absolutely confidential, including but not limited to the amount of settlement proceeds paid herein. They will not disclose any information concerning the matters recited herein and in settlement discussions to any person other than their attorneys, insurance carriers, accountants, tax and financial advisors, taxing authorities, and/or a court of competent jurisdiction. The parties may only disclose confidential information if ordered to do so by a court of competent jurisdiction, after giving to the other parties to this Settlement Agreement notice in writing with sufficient time to allow such other party to intervene and to object to disclosure. Disclosure is also allowed if prior written consent is obtained from the other parties to this Settlement Agreement.

This paragraph does not prevent and shall not be construed to prevent the City from making the settlement terms public as required by law or from making any other disclosures as required by law.

7. ENTIRE AGREEMENT.

The Owner, City, Geislinger and Northern Dewatering further understand and agree that this document contains the entire agreement between the parties with respect to

the settlement of the claims described herein, and that the terms of this Agreement are contractual and not a mere recital. By their signatures below the the parties each represent that they have carefully read this document, know and understand the terms and effect hereof, have fully discussed the terms and effect of this document with their attorneys, and have signed this Agreement as their free and considered act.

8. SIGNATURES IN COUNTERPART.

This Agreement may be executed in counterparts, including by electronic transmission, and is effective when each party has executed a counterpart.

John C. Dietrich

By _____

Its _____

The City of Wayzata

By _____

Its _____

Geislinger & Sons, Inc.

By _____

Its _____

Northern Dewatering, Inc.

By _____

Its _____

EXHIBIT A

Consideration John C. Dietrich Agrees to Accept

Five Thousand Dollars and 00/100 (\$5,000)

Date: _____

John C. Dietrich

By _____

Its _____

Confidential Exhibit John C. Dietrich
Settlement Agreement

EXHIBIT B

**Consideration The City of Wayzata agrees to Contribute
Paid by The League of Minnesota Cities Insurance Trust**

One Thousand Six Hundred Sixty Six and 66/100 (\$1,666.66)

Date: _____

The City of Wayzata

By _____

Its _____

Confidential Exhibit John C. Dietrich
Settlement Agreement

EXHIBIT C

**Consideration Geislinger & Sons agrees to Contribute
Paid by Cincinnati Insurance Company**

One Thousand Six Hundred Sixty Six and 67/100 (\$1,666.67)

Date: _____

Geislinger & Sons

By _____

Its _____

Confidential Exhibit John C. Dietrich
Settlement Agreement

EXHIBIT D

**Consideration Northern Dewatering agrees to Contribute
Paid by Travelers Insurance Company**

One Thousand Six Hundred Sixty Six and 67/100 (\$1,666.67)

Date: _____

Northern Dewatering

By _____

Its _____

Confidential Exhibit John C. Dietrich
Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement”) is fully effective as of February 10, 2014, and is entered into by the following parties on behalf of themselves and their heirs, personal representatives, successors, assigns, subrogees, insurers, attorneys and persons identified in interest with all of the foregoing:

- A. Dietrich Family Limited Partnership (hereinafter sometimes referred to as “Owner”);
- B. The City of Wayzata (hereinafter sometimes referred to as the “City”);
- C. Geislinger & Sons, Inc. (“Geislinger”); and
- D. Northern Dewatering, Inc. (“Northern Dewatering”).

RECITALS

A. The Owner asserted a Claim against the City alleging damages to real and personal property at 750/800-810 East Lake Street, Wayzata, MN 55391 (the “Property”), including problems with settlement as a result of dewatering performed for the City’s installation of underground utilities for the 2010 Lake Street Reconstruction Project (the “Claims”);

B. The City placed Geislinger and Northern Dewatering on notice regarding the claim as the respective general contractor and dewatering contractor for the 2010 Lake Street Reconstruction Project.

C. The City, Geislinger, and Northern Dewatering denied all liability for the Claims.

D. The Owner, City, Geislinger and Northern Dewatering now desire to fully and finally settle all Claims by and between them which were asserted or which could have been asserted and which arise from or relate to the subject matter of the Claims asserted by the Owner (the "Settled Claims"), as more fully set forth below:

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. RELEASE OF CLAIMS.

A. Upon receipt of the payment to the Owner from the City, Geislinger and Northern Dewatering, as set forth below in paragraph 2, the sufficiency of which is hereby acknowledged, and except for the obligations provided herein, the Owner, City, Geislinger and Northern Dewatering shall and do hereby mutually agree and generally relieve, release, and discharge each other, their heirs, predecessors, agents, employees, administrators, successors, assigns, subsidiaries, divisions, affiliates, operating companies, parents, partners, officers, directors, stockholders, Board Members, consultants, subconsultants, servants, sureties, including claims between the parties and insurers for The City, Geislinger and Northern Dewatering, The League of Minnesota Cities Insurance Trust, The Cincinnati Insurance Company and Travelers Insurance Company relative to any alleged additional insured status for the Settled Claims, and attorneys and each of them, of and from any and all claims, counterclaims, countersuits, crossclaims, third party claims, insurance coverage, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses (including but not limited to attorneys' fees), damages, actions, causes of action, and claims for relief, of whatever kind or nature, whether now known or unknown, suspected or unsuspected, based on,

arising out of, or in connection with anything whatsoever done, omitted, or suffered to be done with respect to the Settled Claims.

The City, Geislinger and Northern Dewatering expressly preserve any and all claims against each other or otherwise, arising from or relating to any other claims asserted by any other person or entity that is not a party to this Agreement as a result of dewatering performed for the installation of underground utilities for the 2010 Lake Street Reconstruction Project.

B. The Owner, City, Geislinger and Northern Dewatering understand that the damages which have been claimed or which could have been claimed may be more extensive than presently known or contemplated and represent that they are therefore relying upon their own analysis of the defects, damages and potential damages and claims and potential claims against the other parties and that they are not relying upon representations or statements by the other parties or anyone retained by or representing the other parties with regard to any such matters.

C. The Owner shall indemnify, defend, and hold harmless the City, Geislinger and Northern Dewatering from any actions, claims or demands by the Owners' past, present or future tenants at the Property related to the Claims.

D. The Owner, City, Geislinger and Northern Dewatering agree that if any of them bring a contribution or indemnity action for the Settled Claims released by this Agreement against any third person or entity who is not a party to this Agreement, whether such action is direct or indirect, or based on a claimed right of subrogation, contribution or indemnity, that the party asserting such action shall indemnify, defend

and hold harmless the Owner, City, Geislinger and Northern Dewatering from any claims by the third person or entity.

2. CONSIDERATION.

A. Consideration for the Owner. The Owner agrees to accept the consideration in full settlement of its claims and as consideration for the other terms and conditions of this Agreement the amount set out on the attached Exhibit A, which has been executed by the Owner. This consideration will be disbursed to the Owner once the City, Geislinger and Northern Dewatering receive a fully executed agreement.

B. Consideration Extended by the City, Geislinger and Northern Dewatering. The City, Geislinger and Northern Dewatering agree to extend the consideration described in their respective exhibits described below in exchange for a full release of the claims against and between each other and such other terms and conditions of this Agreement:.

- Exhibit B – Consideration of the City
- Exhibit C – Consideration of Geislinger
- Exhibit D – Consideration of Northern Dewatering

C. Confidentiality of Consideration. All parties hereto acknowledge the sufficiency of the consideration for this Agreement, but further agree that such consideration shall be kept confidential in accordance with the following terms:

- (1) Exhibits A through D have been separately executed by the respective party identified with said Exhibits or by an attorney authorized to do so on the party's behalf.
- (2) The consideration identified in Exhibits A through E shall be held in escrow counsel for the City at Jardine, Logan & O'Brien, P.L.L.P. until it receives all consideration and a fully executed release.

- (3) Nothing contained herein is intended to prohibit disclosure of the contents of Exhibit A if required by applicable law, including but not limited to Minnesota Statutes, Section 466.08 and the Minnesota Government Data Practices Act, as amended.

3. NO ADMISSION OF LIABILITY.

The parties recognize and agree that this settlement is the compromise of disputed claims and that the consideration accepted and paid hereunder is not intended nor shall it be construed by anyone to be an admission of liability by or on behalf of any of the parties, by whom all such liability is expressly denied, said parties intending by this settlement merely to avoid litigation and buy their peace.

4. BINDING EFFECT.

The terms of this Settlement Agreement shall be binding upon and be enforceable against and shall inure to the benefit of the parties hereto jointly and severally and the insurers, sureties, heirs, successors, personal representatives, parents, subsidiaries, affiliated companies, employees, agents, and assigns of each.

In entering this Agreement, the parties represent that they have had the opportunity to consult an attorney, relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal consequences of this Agreement; that the terms of the Settlement Agreement have been completely read and explained to them by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by the parties.

5. REMARKS.

All Parties to this Settlement Agreement agree that they shall make no disparaging remarks about any other party to this Agreement, relating in any way to the Claims, including but not limited to any remarks about the nature or adequacy of any

person's performance of the work or the supply of materials for the construction of this project. Nothing in this provision prevents truthful disclosure of the existence and basis of the underlying Claims and subsequent settlement of Claims to third parties, although such disclosure shall not specifically identify the parties released pursuant to this Settlement Agreement and presuming said disclosure complies with the terms and conditions of this Settlement Agreement in all other respects.

6. CONFIDENTIALITY.

Subject to the provisions of paragraph 2 above, as further consideration for this Settlement Agreement, the parties agree that all matters recited herein, and in settlement discussions between the parties, whether or not through counsel, have been and shall be kept absolutely confidential, including but not limited to the amount of settlement proceeds paid herein. They will not disclose any information concerning the matters recited herein and in settlement discussions to any person other than their attorneys, insurance carriers, accountants, tax and financial advisors, taxing authorities, and/or a court of competent jurisdiction. The parties may only disclose confidential information if ordered to do so by a court of competent jurisdiction, after giving to the other parties to this Settlement Agreement notice in writing with sufficient time to allow such other party to intervene and to object to disclosure. Disclosure is also allowed if prior written consent is obtained from the other parties to this Settlement Agreement.

This paragraph does not prevent and shall not be construed to prevent the City from making the settlement terms public as required by law or from making any other disclosures as required by law.

7. ENTIRE AGREEMENT.

The Owner, City, Geislinger and Northern Dewatering further understand and agree that this document contains the entire agreement between the parties with respect to the settlement of the claims described herein, and that the terms of this Agreement are contractual and not a mere recital. By their signatures below the the parties each represent that they have carefully read this document, know and understand the terms and effect hereof, have fully discussed the terms and effect of this document with their attorneys, and have signed this Agreement as their free and considered act.

8. SIGNATURES IN COUNTERPART.

This Agreement may be executed in counterparts, including by electronic transmission, and is effective when each party has executed a counterpart.

Dietrich Family Limited Partnership

By _____

Its _____

The City of Wayzata

By _____

Its _____

Geislinger & Sons, Inc.

By _____

Its _____

Northern Dewatering, Inc.

By _____

Its _____

EXHIBIT A

Dietrich Family Limited Partnership Agrees to Accept

Ten Thousand Dollars and 00/100 (\$10,000)

Date: _____

Dietrich Family Limited Partnership

By _____

Its _____

Confidential Exhibit John C. Dietrich
Settlement Agreement

EXHIBIT B

**Consideration The City of Wayzata agrees to Contribute
Paid by The League of Minnesota Cities Insurance Trust**

Three Thousand Three Hundred Thirty Three and 34/100 (\$3,333.34)

Date: _____

The City of Wayzata

By _____

Its _____

Confidential Exhibit Dietrich Family
Settlement Agreement

EXHIBIT C

**Consideration Geislinger & Sons agrees to Contribute
Paid by Cincinnati Insurance Company**

Three Thousand Three Hundred Thirty Three and 33/100 (\$3,333.33)

Date: _____

Geislinger & Sons

By _____

Its _____

Confidential Exhibit Dietrich Family
Settlement Agreement

EXHIBIT D

**Consideration Northern Dewatering agrees to Contribute
Paid by Travelers Insurance Company**

Three Thousand Three Hundred Thirty Three and 33/100 (\$3,333.33)

Date: _____

Northern Dewatering

By _____

Its _____

Confidential Exhibit Dietrich Family
Settlement Agreement

2/18/2014
THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

2014 Swimming Pool License	
Folkestone Senior Housing, Inc.	100 Promenade Avenue
2014 Gas Fitters	
Flare Heating & A/C	Golden Vally, MN
Sabre Plumbing, Heating & A/C	Plymouth, MN
2014 Tree License	
Central MN Tree Service	Fridley, MN
Elijah's Treecare LLC	Plymouth, MN
Forever Green Tree Service	Chanhassen, MN
Rainbow Tree Company	Minnetonka, MN
The Tree & Stump Company	Savage, MN

WAYZATA POLICE DEPARTMENT

ACTIVITY REPORT

JANUARY, 2014

Vandalism **Reported:** 01-24-2014 1119

Home was egged overnight

Addresses Involved

XXX Grove La E, Wayzata

Car Theft **Reported:** 01-22-2014 2245

Subaru was stolen from the parking lot. The car keys were with the owner, who was inside the building teaching a bible study class. Vehicle later recovered in same area where it had been taken.

Addresses Involved

1832 Wayzata Blvd W, Long Lake

DAS/No Insurance/ Handicap Parking Violation

Reported: 01-20-2014 1806

Male and female known to police officers observed in grocery store parking lot. Both parties had suspended driver licenses. When confronted, it was learned there was no insurance on the car. Additionally, the handicapped parking sticker was being used illegally.

Addresses Involved

900 block of Wayzata Blvd E, Wayzata

Theft of Trailer **Reported:** 01-20-2014 0810

Theft of construction trailer filled with tools and ladders / under investigation / loss \$11,000.

Addresses Involved

314 Bushaway Road , Wayzata

Burglary**Reported:** 01-18-2014 0809

Attempted break in on a construction trailer. Door pins holding a trailer door was removed. Entry was not gained into the trailer.

Addresses Involved

4XX Carpenters Pt , Wayzata

Vandalism**Reported:** 01-16-2014 1530

Building spray painted between 01-13-14 and 01-14-14. There were two stencil type images of a fist making the peace sign in red paint on the building. A peace symbol also in red on the dumpster, and "nostalgia" in blue paint on the building.

Addresses Involved

294 Grove La E, Wayzata

Theft**Reported:** 01-14-2014 1218

Theft of Ipad Mini from office / loss \$280

Addresses Involved

200 Wayzata Blvd W, Wayzata

Theft From Vehicle**Reported:** 01-13-2014 0816

Delivery driver involved in a medical situation. While truck was awaiting company personnel to take possession, money taken from truck / loss \$856

Addresses Involved

600 block of Lake Street E , Wayzata

Customer Trouble - Fleeing a Police Officer**Reported:** 01-12-2014 1715

Police called to Sunsets Restaurant for intoxicated customer who was verbally fighting and pushing other customers. Suspect left just prior to officers arrival and was found driving. Suspect refused to pull over and officer followed suspect to residence where the party jumped out of the car and ran into house, refusing to come to door. Suspect to be charged via formal complaint for felony fleeing police officer.

Addresses Involved

700 Lake St E, Wayzata

Theft From Auto**Reported:** 01-11-2014 1622

Theft of tools from unlocked vehicle in driveway of residence / loss \$2100 / tools had been recovered earlier from recovered stolen vehicle where arrest was made of male, 25 yr old from Long Lake.

Addresses Involved

1066 Circle Dr E, Wayzata

Car Theft**Reported:** 01-10-2014 0645

Theft of Motor Vehicle, later recovered in Minnetonka and arrest made of Male, 25 yr old from Long Lake.

Addresses Involved

XX Harrington Dr , Long Lake

No Pay**Reported:** 01-03-2014
1352

No Pay for food at restaurant / suspects identified and returned to pay for food.

Addresses Involved

700 Lake St E, Wayzata

PI Accident/DWI**Reported:** 01-01-2014 0424

18 yr old female from Minnetrista arrested for DWI after vehicle she was driving was involved in a one-car traffic accident. Test Results pending.

Addresses Involved

Highway 12 & Central Avenue N, Wayzata

TRAFFIC - JANUARY, 2014

CITATIONS	101
WRITTEN WARNINGS	7
VERBAL WARNINGS	39

MISSING PERSON	1
MISSING ANIMAL	2
MISSING/LOST PROPERTY	3
FOUND PROPERTY	3
ABANDONED VEHICLE	1
RECOVERED STOLEN PROPERTY	1
PIMV	3
PDMV	16
H & R PDMV	1
ANIMAL BITE	1
Other Fire/Smoke	1
Vehicle Fire	1
FIRE ALARM	12
GAS LEAK/SMELL	2
HAZ ROAD CONDITION	4
SUDDEN DEATH	2
OTHER MEDICAL	38
Medical Alarm	1
72 Hour Hold/Emergency Admission	1
WELFARE CHECK - ADULT	1
WELFARE CHECK - JUV	1
MENTAL HEALTH ISSUE	8
INFO REC'D	17
VERBAL DOMESTIC	2
CIVIL MATTER	4
TRESPASSING WARNING GIVEN	1
DISTURBANCE/FIGHT/LOUD PARTY	14
SUSPICION	14
OPEN DOOR/WINDOW	2
Scam Attempt	3
DRIVING/TRAFFIC COMPLAINT	14
PARKING COMPL	5
RECORD CHECKS	6
OTHER PERMITS	1
FIREARM PERMIT	5
HC SHERIFFS PERMIT TO CARRY	2
ANIMAL COMPLAINT/CHECK	3
DOG LICENSE ISSUED	19
PATROL REQUEST	1
FUNERAL ESCORT	1
ADULT PROTECTION ASSIST	5
FINGERPRINTS	5
ASSIST CHILD PROTECTION	4
MOTORIST ASSIST/STALL	36
UTILITY PROBLEM	7
PUBLIC ASSIST	21
LOCKOUT	9
BUSINESS ALARM	21
CO2 ALARM	1

HOME ALARM	16
911 HANG-UP	3
ASSIST OTHER DEPT	9
VOID	1
Sex Offender/POR Info/Checks	1
BURG-UNK DEG-AT FRC NRES-U-UNK WEAP-COM THEFT	1
DRUGS-SMALL AMOUNT MARIJUANA-POSESSION	1
DRUGS-SM AMT IN MOT VEH-POSS-MARIJ-NOT APP	1
DRUGS-DRUG PARAPH-POSSESS-UNK-UNK	2
ESC-GM-FLEE AN OFFICER	1
TRAF-ACC-MS-UND AGE DRINK DRIVE-UNK-MOTOR VEH	1
JUVENILE-RUNAWAY	1
DISTURB PEACE-MS-HARRASSING COMMUNICATIONS	1
PROP DAMAGE-MS-PRIVATE-OTHER INTENT	2
THEFT-OVER 5000 DLRS FE-YARDS-OTH PROP	1
THEFT-1001-5000 DLRS FE-MTR VEHICLE-OTH PROP	1
THEFT-501-1000 DLRS GM-VEHICLE-MONEY	1
THEFT-500 OR LESS MS-BLDG-OTH PROP	1
THEFT-MS-BY SWINDLE OR TRICK-250 OR LESS	1
THEFT-FE-AUTO-MORE THAN 2500	2
WEAPON-FE-RECKLESS HANDLE-BB GUN-SCHOOL PROP	1

2011	2012	2013	2014 Jan
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BUILDING CONSTRUCTION

NUMBER OF BLDG. PERMITS	136	130	180	13
PROJECT VALUE	\$17,502,681.99	\$96,042,207.60	\$86,541,995.07	\$2,433,408.00
BUILDING PERMIT FEE	\$129,836.75	\$450,559.14	\$450,148.65	\$18,508.75
PLAN CHECK FEE	\$77,189.59	\$261,987.39	\$263,643.54	\$11,322.77

EXTERIOR REPAIR

NUMBER OF PERMITS	67	92	54	2
PROJECT VALUE	\$810,715.91	\$1,447,782.00	\$803,851.01	\$8,780.00
PERMIT FEE	\$14,203.75	\$21,298.96	\$12,737.00	\$ 221.25

MECHANICAL

NUMBER OF PERMITS	127	120	154	15
PROJECT VALUE	\$4,479,374.00	\$3,087,534.32	\$4,245,740.00	218,988.00
PERMIT FEE	\$73,015.04	\$52,434.06	\$70,487.99	4,096.64

PLUMBING

NUMBER OF PERMITS	108	183	166	13
PROJECT VALUE	\$604,153.00	\$1,838,744.75	\$1,041,197.50	\$194,089.00
PERMIT FEE	\$13,065.64	\$35,180.86	\$21,005.93	\$3,883.78

TOTAL # OF PERMITS	438	525	554	43
TOTAL INCOME	\$307,310.77	\$821,460.41	\$818,023.11	\$38,033.19

NUMBER OF INSPECTIONS

BUILDING	592	666	631	84
EXTERIOR	132	192	73	3
HVAC	230	253	317	36
PLUMBING	191	282	292	24
OTHER	45	78	14	0
TOTAL # OF INSPECTIONS	1190	1471	1327	147

RENTAL HOUSING INSPECTIONS

INSPECTIONS		146	122	5
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CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Bryan Gadow, City Planner
Date: February 12, 2014
Re: Anchor Bank/Walgreens Project – Street Vacation Request

At the February 5th meeting, the City Council discussed three different pathways for addressing the street vacation request for Elm Lane that is included in the Walgreens/Anchor Bank redevelopment application (the “2013 Application”). The City Council directed staff and the City Attorney to work with the Walgreens/Anchor Bank applicant (the “Applicant”) on crafting documents for “Option C”, which included a formal vacation of Elm Lane and an Easement Option Agreement granted by the Applicant to the City over a portion of the new commercial roadway into the project. The purpose of this Easement Option Agreement is to provide the City with a future option to create public street access over the new commercial roadway to Central Ave. The Council requested trigger language for the Easement Option to the effect that the City could activate the public access easement if the a new PUD or PUD Amendment were to be approved for the Property in the future and/or if a period of thirty (30) years had passed from the date of approval of the 2013 Application.

In order to properly approve and act on “Option C”, the City Council must first approve draft Resolution 07-2014, accepting the Easement Option Agreement from the Applicant (which includes the requested trigger language), immediately sign the easement option agreement, and then unanimously adopt the First Reading of Ordinance No. 744, formally vacating Elm Lane and certain public utility easements associated with the project. If the First Reading of Ordinance No. 744 is approved, the Second Reading would be scheduled for March 4th.

Attachments

- Resolution No. 07-2014
- Public Easement Option Agreement
- Ordinance No. 744

RESOLUTION NO. ____-2014

**RESOLUTION APPROVING EASEMENT OPTION AGREEMENT IN CONNECTION
WITH CONDITION OF APPROVAL FOR NEW PLANNED UNIT DEVELOPMENT
("PUD") AT 1055 WAYZATA BLVD E. AND 141, 155 CENTRAL AVE N.**

WHEREAS, pursuant to Resolution No. 05-2014 (the "Resolution"), the terms of which are incorporated herein by reference, the Wayzata City Council has approved a PUD Amendment for the redevelopment of property at 1055 Wayzata Blvd E. and 141, 155 Central Ave N.; and

WHEREAS, a condition of that approval required the subsequent City Council approval of one of three further actions related to the use or vacation of Elm Lane ("Options A, B and C"); and

WHEREAS, the Applicant has offered to grant the easement rights to the City that are required under Option C, and has delivered to the City an executed easement option agreement reflecting such grant, attached to this Resolution as Attachment A (the "Option Agreement").

NOW, THEREFORE, BE IT RESOLVED by the City Council of Wayzata, Minnesota that the Option Agreement is hereby approved and accepted by the City.

BE IF FURTHER RESOLVED, that the Mayor and City Manager are authorized and directed to immediately execute the Option Agreement.

Adopted by the Wayzata City Council this ____ day of February, 2014.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on _____, 2014.

Becky Malone, Deputy City Clerk

SEAL

000043/313005/1786134_1

Attachment A
Option Agreement

OPTION AGREEMENT

THIS OPTION AGREEMENT (the “Option Agreement”) is made and entered into on _____, 2014 (the “Effective Date”), by and between Anchor Bank National Association, a national banking association (“Owner”), and the City of Wayzata Minnesota, a Minnesota municipal corporation (the “City”).

WHEREAS, Owner is (or shall be on the date this Option Agreement is recorded) the owner of certain real property more particularly described as Lot 2, Block 1, Wayzata Junction, Hennepin County, Minnesota (the “Property”); and

WHEREAS, the City desires the right, but not the obligation, to acquire an easement over a portion of the Property from Owner for purposes of constructing and maintaining a public roadway.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants and agreements set forth herein, the option fee described hereinafter, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Owner and the City hereby agree as follows:

1. **Grant of Option to the City.** In consideration of One and No/100 Dollars (\$1.00) and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Owner hereby grants to the City the option (the “Option”) to acquire a public road and utility easement for pedestrian and vehicular traffic and the installation and maintenance of underground utility equipment (the “Easement”) lying entirely within that portion of the Property legally described and depicted in Exhibit A attached hereto and made a part hereof (“Option Property”). The City shall have the right to exercise the Option either (a) at any time that the City approves an amendment to the planned unit development of which the Property is a part or approves new planned unit development of which any portion of the Property is a part (each referred to herein as a “**PUD Change**”), or (b) at any time after February 18, 2044 and on or before February 17, 2054 (such ten-year period of time is referred to herein as the “**Option Period**”).

2. **Easement Agreement.** Upon exercise of the Option, the City and Owner shall enter into an Easement Agreement in the form attached hereto as Exhibit B (the “Easement Agreement”).

3. **Method of Exercising Option.** The City may exercise the Option only by giving written notice to Owner of such exercise (the “Option Notice”) in accordance with Paragraph 5 hereunder within thirty (30) days after the occurrence of a PUD Change or at any time during the Option Period. Within thirty (30) days after an Option Notice is given to the Owner, the City and Owner shall execute the Easement Agreement (and the same shall be recorded in the real property records of Hennepin by the City at its cost).

4. **Condition Subsequent.** It is agreed that the Easement Agreement will contain a condition subsequent requiring that the City commences construction of roadway improvements within the Easement to provide a continuous driving surface for two-way traffic over the Easement from its point of intersection with Central Avenue North (County Road North 101) to its

intersection with Wood-Dale Avenue within one year after the date of the Easement Agreement and completes such construction within sixty (60) days after the date such construction is commenced, subject to delays caused by forces beyond the control of the City. In the event that such roadway improvements are not constructed and opened within such time frame, said Easement shall terminate without further action from either party, provided that the City shall upon request provide to Owner a recordable termination thereof.

5. **Notice.** All notices hereunder shall be in writing and shall be considered given either (a) when delivered in person, (b) upon receipt when delivered by a reputable overnight delivery service to the address given below, or (c) upon receipt after sent by mail, registered or certified, return receipt requested, in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the party or person intended as follows:

Notice to Owner

Anchor Bank National Association
Attention: President

Wayzata, MN 55391

Notice to the City

City of Wayzata
Attention: City Administrator
600 Rice Street
Wayzata, MN 55391

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

6. **Amendments.** This Option Agreement shall not be amended or modified in any way except by an instrument signed by Owner and the City.

7. **Governing Law.** This Option Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURES ON SUCCEEDING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement on the date first set forth above to be effective as of the Effective Date.

City of Wayzata

Anchor Bank National Association

By: Its Mayor

By: Its President

Attest:

By: City Administrator

STATE OF MINNESOTA

COUNTY OF HENNEPIN

} ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Anchor Bank National Association, a national banking association, on behalf of the association.

Notary Stamp or Seal (or other Title or Rank)

Signature of Notary Public or Other Official

STATE OF MINNESOTA

COUNTY OF HENNEPIN

} ss.

The foregoing instrument was acknowledged before me this ____ of _____, 20__, by _____ and _____, the mayor and city administrator, respectively, of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Stamp or Seal (or other Title or Rank)

Signature of Notary Public or Other Official

This Instrument Drafted By:

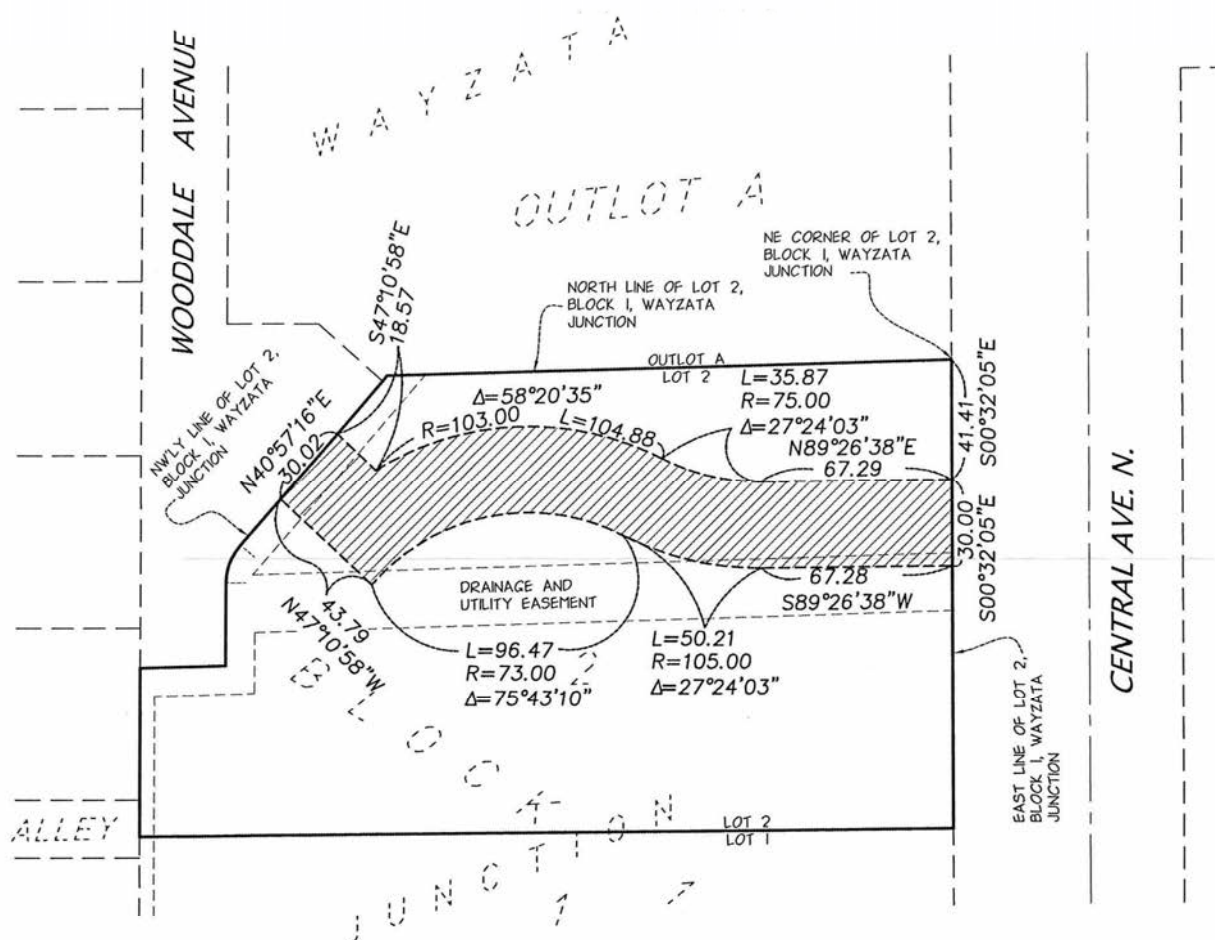
Malkerson Gunn Martin LLP (KMM)
220 South Sixth Street, Suite 1900
Minneapolis, MN 55402

EXHIBIT A TO OPTION AGREEMENT

Legal Description and Depiction of Option Property

(See attached)

1.



An easement for Access purposes over and across that part of the following described property:

Lot 2, Block 1, WAYZATA JUNCTION, Hennepin County, Minnesota.

said easement is described as COMMENCING at the northeast corner of said Lot 2; thence on an assumed bearing of South 00 degrees 32 minutes 05 seconds East along the east line of said Lot 2 a distance of 41.41 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 32 minutes 05 seconds East a distance of 30.00 feet; thence South 89 degrees 26 minutes 38 seconds West a distance of 67.28 feet; thence westerly 50.21 feet along a tangential curve concave to the north having a radius of 105.00 feet and a central angle of 27 degrees 24 minutes 03 seconds; thence westerly 96.47 feet along a reverse curve concave to the south having a radius of 73.00 feet and a central angle of 75 degrees 43 minutes 10 seconds; thence North 47 degrees 10 minutes 58 seconds West a distance of 43.79 feet to the northwesterly line of said Lot 2; thence North 40 degrees 57 minutes 16 seconds East along said northwesterly line a distance of 30.02 feet; thence South 47 degrees 10 minutes 58 seconds East a distance of 18.57 feet; thence easterly 104.88 feet along a non-tangential curve concave to the south having a radius of 103.00 feet a central angle of 58 degrees 20 minutes 35 seconds and a chord which bears North 87 degrees 40 minutes 23 seconds East; thence easterly 35.87 feet along a reverse curve concave to the north having a radius of 75.00 feet and a central angle of 27 degrees 24 minutes 03 seconds; thence North 89 degrees 26 minutes 38 seconds East a distance of 67.29 feet to the POINT OF BEGINNING. Containing 7,248.77 square feet or 0.1664 acres, more or less.



DENOTES ACCESS EASEMENT



NORTH
SCALE: 1" = 60'

EXHIBIT B TO OPTION AGREEMENT

Easement Agreement Form

(Space above this line for Recorder's use only)

PUBLIC ROAD EASEMENT AGREEMENT

THIS PUBLIC ROAD EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, 20__ (the "**Effective Date**"), by and between City of Wayzata, Minnesota, a Minnesota municipal corporation ("**City**"), and Anchor Bank National Association, a national banking association ("**Owner**").

RECITALS

A. Owner is the owner of the parcel of real property legally described as Lot 2, Block 1, Wayzata Junction, Hennepin County, Minnesota (the "**Property**").

B. City desires to obtain a public road and utility easement from Owner over a portion of the Property (the "**Easement Area**") legally described and depicted on Exhibit A attached hereto for purposes of constructing and maintaining a public road from Central Avenue North (County Road No. 101) to Wood-Dale Avenue, and Owner is willing to grant City such an easement pursuant to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City agree as follows:

Section 1. Grant of Easement. Owner hereby grants and conveys to City an exclusive easement for roadway purposes connecting Central Avenue North (County Road No. 101) to Wood-Dale Avenue for pedestrian and vehicular use by the general public on, over, under and across the Easement Area and the installation and maintenance of underground utility lines and underground utility equipment therein. Owner reserves the right to maintain, repair and replace utility lines and utility equipment located within the Easement Area as of the date hereof, provided such does not unreasonably interfere with the City's rights granted herein and provided Owner repairs any street and utility improvements installed or operated by the City in the Easement Area.

Section 2. Condition Subsequent. The grant of easement made herein is expressly subject to the condition subsequent that the City commences construction of roadway improvements within the Easement Area to provide a continuous driving surface for two-way traffic over the Easement from Central Avenue North (County Road No. 101) to Wood-Dale Avenue within one year after the Effective Date hereof and completes such construction within sixty (60) days after the date such construction is commenced, subject to delays caused by forces beyond the control of the City. Upon completion of such construction, Owner shall (upon the City's request) provide the City with written confirmation, in recordable form, of completion and extinguishment of this condition subsequent. In the event that the City has not constructed and opened such roadway improvements within the Easement Area, from Central Avenue North (County Road No. 101) to Wood-Dale Avenue, within such time frame, this Easement shall terminate and City shall, upon request, execute and deliver a recordable termination of this Easement.

Section 3. Use; Construction; Maintenance; Access to the Property. The City shall use the easement granted herein only for the purposes herein specified and no other purpose.

Once the public road is constructed within the Easement Area, the same shall be maintained, repaired and replaced by the City in accordance with all applicable City standards at the City's expense. The City shall not block or obstruct the opening and access point between the southwesterly terminus of the public road constructed in the Easement Area and its connection to the existing driveway on the Property, except temporarily during periods of construction or maintenance. Once any construction, maintenance, repair or replacement of road improvements within the Easement is commenced, the same shall be expeditiously completed and the City will take reasonable measures to limit the impact of such activities on vehicular access between the Property and Central Avenue North (County Road No. 101). No change in the grade of the Easement Area shall be made that that would adversely affect the Owner's use and enjoyment of the Easement Area or the Property. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Easement Area or the Property, the City shall, at its sole cost and expense, with due diligence repair and restore the Easement Area and the Property to their condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement).

Should the City Council of the City resolve that the City should cease maintaining the street, the easement shall immediately terminate.

Section 4. Miscellaneous.

4.1 Governing Law. This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota.

4.2 Entire Agreement. This Agreement constitutes the entire agreement between City and Owner and supersedes any and all prior oral or written understandings, representations or statements among the parties. This Agreement may not be amended except in a writing executed by both parties.

4.3 Counterparts; Recording. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. City shall have the right to record this Agreement in the real property records.

IN WITNESS WHEREOF, the parties have signed this Agreement the date and year first above written.

City of Wayzata

Anchor Bank National Association

By: Its Mayor

By: Its President

Attest:

By: City Administrator

STATE OF MINNESOTA

COUNTY OF HENNEPIN

}

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Anchor Bank National Association, a national banking association, on behalf of the association.

Notary Stamp or Seal (or other Title or Rank)

Signature of Notary Public or Other Official

STATE OF MINNESOTA

COUNTY OF HENNEPIN

}

ss.

The foregoing instrument was acknowledged before me this _____ of _____, 20__, by _____ and _____, the mayor and city administrator, respectively, of the City of Wayzata, a Minnesota municipal corporation, on behalf of the corporation.

Notary Stamp or Seal (or other Title or Rank)

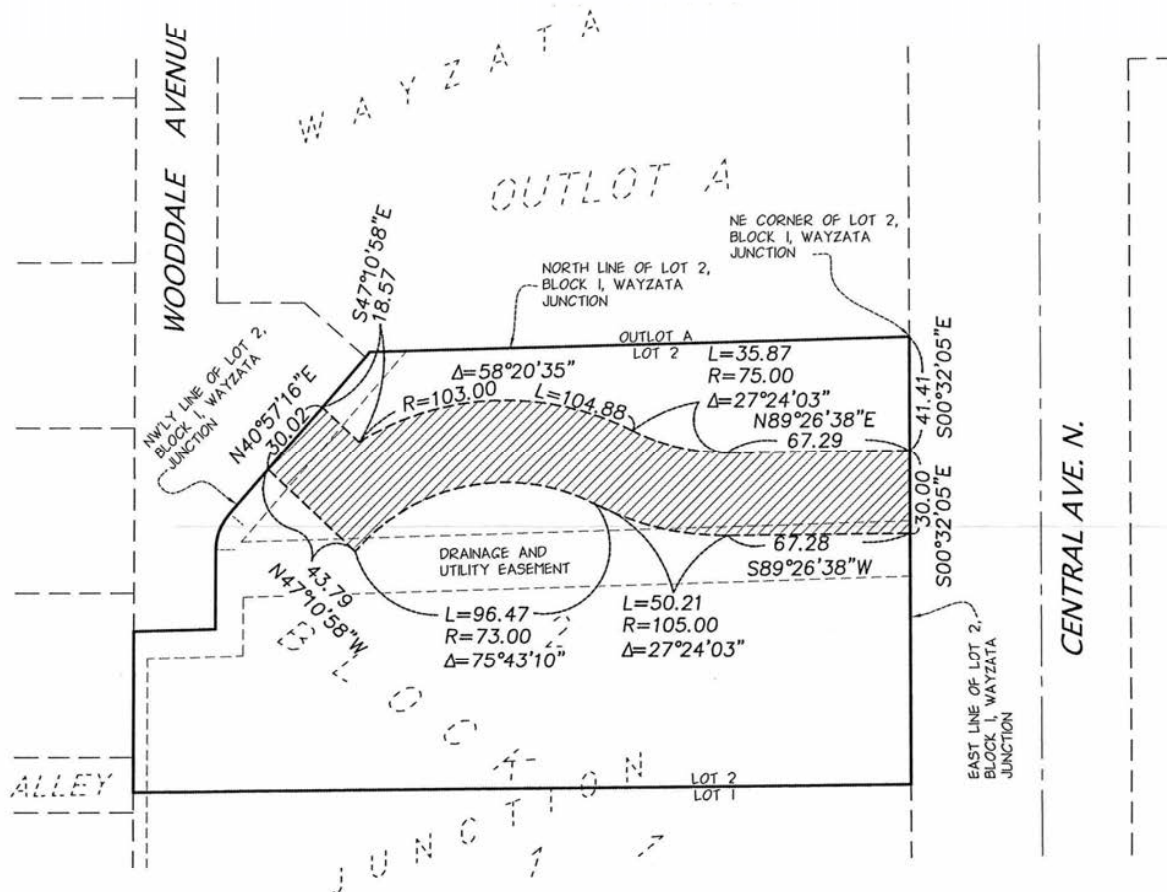
Signature of Notary Public or Other Official

This Instrument Drafted By:

EXHIBIT A TO PUBLIC ROAD EASEMENT AGREEMENT

Easement Area

(See attached)



An easement for Access purposes over and across that part of the following described property:

Lot 2, Block 1, WAYZATA JUNCTION, Hennepin County, Minnesota.

said easement is described as COMMENCING at the northeast corner of said Lot 2; thence on an assumed bearing of South 00 degrees 32 minutes 05 seconds East along the east line of said Lot 2 a distance of 41.41 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 32 minutes 05 seconds East a distance of 30.00 feet; thence South 89 degrees 26 minutes 38 seconds West a distance of 67.28 feet; thence westerly 50.21 feet along a tangential curve concave to the north having a radius of 105.00 feet and a central angle of 27 degrees 24 minutes 03 seconds; thence westerly 96.47 feet along a reverse curve concave to the south having a radius of 73.00 feet and a central angle of 75 degrees 43 minutes 10 seconds; thence North 47 degrees 10 minutes 58 seconds West a distance of 43.79 feet to the northwesterly line of said Lot 2; thence North 40 degrees 57 minutes 16 seconds East along said northwesterly line a distance of 30.02 feet; thence South 47 degrees 10 minutes 58 seconds East a distance of 18.57 feet; thence easterly 104.88 feet along a non-tangential curve concave to the south having a radius of 103.00 feet a central angle of 58 degrees 20 minutes 35 seconds and a chord which bears North 87 degrees 40 minutes 23 seconds East; thence easterly 35.87 feet along a reverse curve concave to the north having a radius of 75.00 feet and a central angle of 27 degrees 24 minutes 03 seconds; thence North 89 degrees 26 minutes 38 seconds East a distance of 67.29 feet to the POINT OF BEGINNING. Containing 7,248.77 square feet or 0.1664 acres, more or less.



DENOTES ACCESS EASEMENT



NORTH
SCALE: 1" = 60'

**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, 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 request for vacation is part of a development application (the “Application”) from Semper Development for the redevelopment of the existing Anchor Bank site at the intersection of Central Ave N and Wayzata Blvd E; 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.

Adopted by the City Council of Wayzata, Minnesota this _____ day of _____, 201__.

Mayor Ken Willcox

ATTEST:

City Manager Heidi Nelson

First Reading:
Second Reading:
Publication:

Exhibit A

Exhibit B

Legal Description of Parcels and Easements Involved in Vacation

1. Those parts of Elm Lane and Wood-Dale Avenue, both dedicated in the plat of BASTON'S BONNY BRAE ADDITION TO WAYZATA, MINNESOTA, lying east of the southerly extension of the most westerly line of Lots 5, 6, and 7, said plat, and west of a line drawn from the southeast corner of Lot 5, said plat, to the northeast corner of Lot 1, Block 1, HOBEN'S SECOND ADDITION.
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.