

WAYZATA CITY COUNCIL MEETING AGENDA
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, January 7, 2014

WORKSHOP AGENDA:

**5:30 PM - CLOSED SPECIAL MEETING OF THE CITY COUNCIL TO DISCUSS
THE CITY'S LABOR NEGOTIATION STRATEGY PURSUANT TO
MINN. STAT. SEC. 13D.03**

**6:00 PM - REVIEW ARCHITECTS RENDERINGS FOR ANCHOR BANK /
WALGREENS PROJECT**

7:00 PM - CITY COUNCIL MEETING

ITEM	DESCRIPTION	PRESENTER	TT	JA	KW	AM	BA	VOTE	PAGE #
1	Roll Call								
2	Approve Agenda								
3	Public Forum - 15 Minutes (3 min/person)								
a.	Dan Baasen to Provide an Update Regarding the LMCD	Baasen							
b.	Presentation by Chase Anderson & Jim Westrum of Wayzata Public Schools-School Funding Questions on 02-25-2014 Ballot	Anderson / Westrum							
4	Consent Agenda								2
a.	Approval of Workshop Minutes of December 17, 2013 and Minutes of December 17, 2013								
b.	Approval of Check Register								
c.	Approval of Resolution No. 02-2014 Approving Appointment of Fire Department Officers for 2014								
d.	Municipal Licenses Which Received Administrative Approval (Informational Only)								
e.	Consider Resolution No. 03-2014 Approving Communications Board Appointment								
f.	Consider Approval of Yard Waste Site Agreement with Plymouth								
5	New Business								
a.	Consider Res. No 04-2014 Bushaway Rd. Final Plan Approval	Kelly							46
b.	Review Wayzata Yacht Club request to LMCD for Island Dock Modifications	Gadow							74
c.	Consider First Reading of Ordinance Amending Chapters 502-505 of the City Code (Intoxicating Liquor, Wine, 3.2% Malt Liquor, Private Club Liquor)	Risvold / Malone							78
d.	Consider Approval of Development Agreement Amendment at 700 Lake St.	Gadow							100
e.	Consider Second Reading of Ordinance 742 for Street Vacation of Certain Portions of Former Superior Blvd.	Gadow							138
f.	Consider Resolution No. 01-2014 Designating Appointments & Assignments for 2014	Nelson							142
6	City Manager's Report and Discussion Items								
a.	Update on Grant Opportunity								
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 - January 21 & **Wednesday**, February 5, 2014

Planning Commission - January 27 & February 3, 2014

Members of the City Council and some staff members may gather at the Wayzata Bar and Grill immediately after the meeting for a purely social event. All members of the public are welcome.

WAYZATA CITY COUNCIL
DRAFT - WORKSHOP MEETING MINUTES
December 17, 2013

4:30 PM REVIEW STRATEGIC PLANNING REPORT

Mayor Willcox called the workshop meeting to order at 4:30 p.m. in the Community Room at Wayzata City Hall. Council Members Present: Amdal, Anderson, Mullin and Tanner. Staff Present: Heidi Nelson, Kathy Ovshak, Becky Malone, Bryan Gadow, Don Johaneson, Mike Kelly, Samantha Grosz, Dave Dudinsky, Michael Risvold, and Jim Eibensteiner.

The Council and staff discussed the Strategic Planning Report. Priorities, measures/targets and initiatives to achieve the targets were discussed. The group discussed documents from the 2012-2013 strategic plan which has been updated by staff to reflect items that are either "complete or now the way we do business," or items that are "on-going/not complete."

Ms. Nelson asked the council for feedback regarding shifting some items to different categories so they are better aligned. The Council provided feedback and the draft strategic plan for 2014-2015 was modified. The Council asked staff to review the business plan for the Wayzata Bar & Grill/Wayzata Wine & Spirits and provide an updated plan. The Council asked that staff continue to look at opportunities for shared services. The Council also asked staff to look for potential opportunities for improvement of the multi-family rental housing stock.

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

5:15 PM REVIEW BUSHAWAY RD. COST PARTICIPATION PRIORITIES & FUNDING

Mayor Willcox called the workshop meeting to order at 5:15 p.m. in the Community Room at Wayzata City Hall. Council Members present: Amdal, Anderson, Mullin and Tanner. Staff present: Heidi Nelson, Bryan Gadow, Kathy Ovshak, and Mike Kelly. Also present: Steve McDonald with Abdo, Eick & Meyers.

Staff reviewed the City components of the Bushaway road project and potential funding sources. Council received the information and discussed options to be considered with the final plan approval.

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

6:00 PM REVIEW CAPITAL IMPROVEMENT PLAN (CIP) – PARKS & TRAILS PRIORITIES

Mayor Willcox called the workshop meeting to order at 6:00 p.m. in the Community Room at Wayzata City Hall. Council Members present: Amdal, Anderson, Mullin and Tanner. Staff present: Heidi Nelson, Bryan Gadow, Mike Kelly, Dave Dudinsky, and Kathy Ovshak. Also present: Steve McDonald with Abdo, Eick & Meyers, and Dan Baasen, Parks & Trails Board Chair.

Staff reviewed the 2014 CIP projects and cash balances for CIP funds for the next five years. Mr. Baasen reviewed the Parks & Trails Board priorities for capital improvements in the parks and the work of the Parks & Trail Board over the past year. Council directed staff to update the CIP with the projects identified by the Parks & Trails Board and further define costs of the projects.

The workshop meeting was adjourned at 7:00 p.m.

1 Respectfully submitted,
2
3
4
5 Becky Malone, Deputy City Clerk

DRAFT

WAYZATA CITY COUNCIL
DRAFT - MEETING MINUTES
December 17, 2013

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, City Engineer Kelly, Public Works Director Dudinsky, and City Attorney Soule.

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).

a. Recognition of Holiday Lighting & Decorating Contest Winners

Chamber President Pierson announced 2014 holiday lighting and decorating contest winners as follows: Most Original to Sun & Slope; Best Theme to Mainstreet Gourmet Bakery; Best Arrangement to Candlelight Floral; and, Best Overall Presentation to Frost & Budd/Judd Frost Clothiers. Honorable Mentions go to Lindblom Jewelers, Caribou Coffee, and Wayzata Olive Oil & Vinegar. She thanked Mayor Willcox for his assistance and encouraged everyone to visit and shop at local businesses. Mr. Willcox noted the celebration started with the tree lighting and thanked the Chamber for sponsoring this contest that creates synergy for the City's core retailers.

b. Presentation of Chamber Exceptional Service Award

Ms. Pierson explained that Business & Estate Advisors started this recognition and announced that the Chamber Exceptional Service Award goes to Creo Dance and Arts Conservatory.

Sarah Kaelberer, Business and Estate Advisors, thanked Christa Anderson for her contribution to Wayzata. Ms. Anderson stated they are thankful to be part of the Wayzata community for the past four years and they hope to provide many more years of service.

Mr. Willcox commented on the importance of customer service to improve the City's tax base and quality of living in Wayzata.

c. Presbyterian Homes Project Update

John Mehrkens, Presbyterian Homes, provided an update on the Presbyterian Homes project, noting construction on the Superior Block has been completed and residents started moving in during October. The North Block will be complete the end of December with residents moving in the first week of January. Mr. Mehrkens also provided an update on the retail component with Lund's opening March 3, 2014, and Southeby's and Olives & Sprigs are already open for business. He stated they are currently entertaining LOIs for a home store/service salon and full service salon in the Superior Block. He reported that financing for the West Block has been secured so that will be constructed and opened for residential occupancy and retail tenants. A second restaurant has been signed and they are in discussion with three large national retailers and several small retailers for the West Block. The Plaza Block is under construction and one restaurant has expressed interest.

Steve Bohl, BohLand Regatta LLC, reported The Regatta is about 30 days behind schedule but residential occupancy is expected to start in December of 2014 with the bulk moving in the first half of 2015.

Mr. Mehrkens stated four of the five buildings are underway and they are excited to have construction on Phase II start prior to completion of Phase I. The East Block and hotel are dependent on filling the retail space in Blocks available today. He stated they have exceeded expectations for retail in the West Block.

AGENDA ITEM 4. Consent Agenda.

Mr. Amdal made a motion, seconded by Mr. Mullin, to approve the consent agenda:

- a. Approval of workshop Minutes of December 3, 2013 and Minutes of December 3, 2013 (as amended)
- b. Approval of Check Register
- c. Approval of Municipal Licenses
- d. Municipal licenses which received administrative approval (informational only)
- e. Approval of Addendum to Recording Secretary Service Agreement
- f. Police Activity Report
- g. Building Activity Report

The motion carried 4/0/1 (Willcox due to his absence at the December 3, 2013, meeting).

AGENDA ITEM 5. Public Hearing.

a. Consider Ordinance No. 742 for Street Vacation of Certain Portions of Former Superior Boulevard

Mr. Amdal recused himself from discussion of this item and left the Council dais.

Mr. Gadow presented background on the request for vacation of street portions of former Superior Boulevard and explained the next step in the process to exchange parcels to square up the parcels through a minor subdivision.

Attorney Soule stated the original impetus was the City's need for a portion of Superior Boulevard lying north of Mill Street for the Muni parcel and to provide parking.

There being no public input, Mr. Willcox opened and closed the public hearing at 7:33 p.m.

Attorney Soule explained when the ordinance takes effect, the vacated portions will accrue to the adjacent properties. In addition, the original development agreement and Presbyterian Home's right of first refusal document will be amended to reflect the revised parcel description.

Mr. Mullin made a motion, seconded by Mr. Tanner, to Approve First Reading of Ordinance No. 742 Vacating Certain Portions of Former Superior Boulevard. The motion carried 4/0.

Mr. Amdal returned to the Council dais at 7:37 p.m.

AGENDA ITEM 6. New Business.

a. Consider Resolution No. XX-2013 Bushaway Road Final Plan Approval

Nick Peterson, Project Manager with the Hennepin County Transportation Department, presented the final plans for the Bushaway Road project. He described the public meetings held, interaction with residents, and requested Council actions to approve the final project and road layout. He described how the 13 conditions as detailed in the resolution adopted September 2012 would be met.

Barry Warner, Landscape Committee Facilitator with SRF, thanked the Committee and staff for its work on the landscaping plan that has resulted in positive change. He provided an overview of the Committee's recommendation and improvements made to personify the City's Big Woods character. It was noted the number of retaining walls was reduced to 14 with lower overall heights. Mr. Warner described the building materials that could be used with retaining walls and railing. He noted the bridge design had a series of reveals and railing to bring visual interest and an artful appearance. With regard to undergrounding utilities, discussions continue with Xcel Power relating to options. The increased cost to the City to underground utilities would be \$375,000. Mr. Warner stated the landscape concept plan would result in \$270,000 of

1 project costs. He continued presentation of the landscape plan and described vegetation that
2 would provide interest during all four seasons.

3 Mr. Peterson clarified that the traffic signal and cable rail will be project costs.

4 Mr. Warner answered questions of the Council relating to native plant materials included
5 in “baseline landscaping” to mitigate impacts to vegetation. He advised that through negotiations
6 with State Aid, the budget for landscaping has increased.

7 Greg Brown, Engineer of Record for construction documents with URS, presented
8 anticipated costs for the standard project and elective items, undergrounding utilities, and
9 landscaping based on enhancements above Level 1 totaling \$637,000 plus 18% engineering and
10 administrative for a grand total of \$684,000.

11 Messrs. Peterson and Brown answered questions of the Council relating to the use and
12 maintenance (Hennepin County responsibility) of a formliner system when located close to the
13 roadway; higher tree impact to eliminate Retaining Wall I (along Locust Hills frontage on the east
14 side by the trail); opportunity for a larger planted median(s) on the north end of the project to
15 create a natural gateway; trail on the east side that will not be improved; and, City costs related to
16 the ashlar-patterned stone bridge enhancements that would eliminate the need for a railing.

17 Peter Pflaum, 623 and 630 Bushaway Road, stated he is speaking on behalf of the
18 Landscape Committee and Bushaway Task Force. He thanked Mayor Willcox and the Council
19 for their support and in particular, Mr. Amdal for the time he has dedicated towards this project.
20 Mr. Pflaum also thanked Hennepin County, Nick Peterson, and Greg Brown for working with the
21 Task Force and Landscape Committee and meeting with homeowners. He also acknowledged the
22 assistance of Certified Arborist Manuel Jordan and City Engineer Kelly. Mr. Pflaum described
23 the accomplishments reached to lower the railroad tracks, alignment of the McGinty Road and
24 Eastman Lane, benefit of pinchpoints to preserve features/structures on the road, adjusting to
25 reduce the width of the roadway and boulevards to preserve existing elements, and effort to save
26 500-700 trees. He advised that the Task Force the Landscape Committee believe 12 issues
27 remain. Those issues and related costs have been compiled within one document for the
28 Council’s consideration. Mr. Pflaum asked the Council to take time to resolve those remaining
29 issues for this important project.

30 Ron Anderson, 663 Bushaway Road, stated the template focuses on two things: more
31 specificity on upper limits of specific costs for the City; and, need for a mechanism for on-going
32 community involvement in decisions yet to be made. He noted Hennepin County has indicated
33 that the tree protection plan is not yet completed. Other items that should be added to the
34 agreement relate to the final approval; final compensation for damage to building elements;
35 implementation of jurisdictional agency recommendations; and, accepting the Watershed
36 District’s offer to provide free work/guidance on stormwater systems as well as the causeway.

37 Paul Robinson, 1521 74th Lane NE, Minneapolis, representing the Locust Hills
38 Development, stated they find this to be a beneficial project but think outstanding issues remain.
39 He referenced his letter relating to the need to memorialize that there will be no impact to
40 entrance landscaping; how exposure to Bushaway and McGinty Roads will be resolved; ability to
41 upscale/contribute funds to increase screening and landscaping; redistribution of concept
42 landscaping; buffering around the north lagoon once buckthorn is removed; staging; installation
43 of “No Fishing” signs; and, tree impact from stormwater ponds and berm.

44 Chuck Holtman, legal counsel for Minnehaha Creek Watershed District (MCWD), stated
45 his intent to formally present the letter written by his colleague Louis Smith on behalf of the
46 MCWD expressing its commitment to two project elements: 1) To bear the cost to construct and
47 maintain vegetated reinforced soil slopes on the Wayzata Bay side of the causeway over and
48 above the cost of riprap to Hennepin County; and, 2) To bear the cost of stormwater
49 facilities/enhancements that are cost effective. Mr. Holtman stated the caveat is that a public
50 hearing process needs to occur to consider the overall proposal, costs, and comments of the
51 public. He stated the MCWD has a rule governing shoreline structures and jurisdiction to issue a

1 permit to the County. Mr. Holtman indicated the County has submitted such a permit to the
2 MCWD.

3
4 Mr. Willcox declared a recess at 9:06 p.m. The meeting reconvened at 9:17 p.m.

5
6 The Council considered the testimony presented at tonight's meeting.

7 Mr. Kelly reviewed the points covered by Mr. Anderson in his presentation. He stated
8 the City would be responsible for any elective items the Council selects and the cost formula is
9 represented in the County's Cooperative Agreement. He noted the template presented by Mr.
10 Anderson included a not-to-exceed requirement; however, those costs will not be known until
11 bids are received. Mr. Kelly commented on the conditions within the resolution and explained
12 the 18% includes 10% toward project engineering design costs and 8% towards construction
13 administration.

14 The Council asked questions of Mr. Kelly relating to precondition surveys of historic
15 walls/gates/monuments and ability to preserve those elements from nearby road conditions.

16 Mr. Kelly reviewed project costs and funding options for the project and elective
17 elements. The overall project cost estimate is \$1.7 million. The City has allocated several
18 funding sources within its budget totaling \$1.3 million, leaving a gap of \$450,000 to \$475,000.
19 Mr. Kelly presented elective item options:

20
21 Roadway Retaining Walls: 1) Concrete formliner with five-colored treatment system at \$100,000;
22 2) Task Force recommended option with roadside face treated with natural stone and formliner on
23 opposing side totaling \$170,000.

24 Treatment of Bridge: 1) Moderne (WPA) bridge enhancement and cost of associated railing at
25 \$26,000; 2) Stone aesthetic (formliner with five-color system) and cost of associated railing at
26 \$55,000; 3) Task Force recommended option for natural stone treatment on the road side of the
27 bridge and formliner with five-color system on opposing side and cost of associated railing at
28 \$80,000.

29 Ornamental Railing on Wall G (adjacent to northern lagoon): \$12,000.

30 Undergrounding of Powerlines: Estimated at \$750,000 overall with a roadside enhancement
31 participation from Hennepin County. The City share of 50% would cost \$375,000.

32 The Council discussed optional electives and related costs.

33 Craig Twinem, Hennepin County Division Manager, stated they want this decision as
34 soon as possible so they can complete the approval process. He felt that one more meeting with
35 the Landscape Committee would be adequate.

36 Mr. Kelly stated outstanding issues are: the guardrail on the west side of the causeway;
37 cable on the east side of the causeway; lighting at McGinty and Bushaway Roads; additional
38 Locust Hills landscaping; and, Wall I.

39 The Council indicated there was need for a conceptual landscape plan to memorialize
40 what has been discussed and approved.

41 Mr. Mullin made a motion, seconded by Mr. Amdal, to support Roadway Retaining
42 Walls: Task Force recommended option with roadside face of treated with natural stone and
43 formliner on opposing side totaling \$170,000, with inclusion of pilasters to break up expanse of
44 large walls, natural stone treatment in a color that matches adjacent elements, and concrete cap;
45 Ornamental Railing on Wall G (adjacent to northern lagoon): \$12,000; and, Undergrounding of
46 Powerlines: City's share estimated at \$375,000. The motion carried 5/0.

47 Mr. Tanner made a motion, seconded by Mr. Willcox, to support Treatment of Bridge:
48 Task Force recommended option for natural stone treatment on the roadside of the bridge and
49 formliner with five-color system on opposing side and cost of associated railing at \$80,000. The
50 motion failed 1 (Tanner)/4 (Amdal, Anderson, Mullin, Willcox).

1 Mr. Amdal made a motion, seconded by Mr. Mullin, to support Treatment of Bridge: 1)
 2 Moderne (WPA) bridge enhancement and cost of associated railing at \$26,000. The motion
 3 carried 4/1 (Tanner).

4 Mr. Tanner made a motion, seconded by Mr. Amdal, to continue consideration of
 5 Resolution No. XX-2013 Approving Plans for CSAH 101 (Bushaway Road) Reconstruction;
 6 Authorizing City of Wayzata to Enter into Cooperative Construction Agreement with Hennepin
 7 County, to the January 7, 2014, meeting.

8
 9 **b. Consider Resolution No. 47-2013 Extending Franchise Agreement with Mediacom**

10 Ms. Nelson stated progress has been made to renegotiate a franchise agreement with Mediacom
 11 and recommended adoption of the draft resolution to extend the agreement. Mrs. Anderson made
 12 a motion, seconded by Mr. Amdal, to Adopt Resolution No. 47-2013 Granting Mediacom
 13 Minnesota, LLC a Franchise Extension to March 31, 2014. The motion carried 5/0.

14
 15 **c. Consider Resolution No. 42-2013 Amending Parks & Trails Board Membership**

16 Mr. Gadow reviewed the resolution amendments made at the request of the Council at its last
 17 meeting. The Council discussed the merits of appointing one non-resident Wayzata-based
 18 business owner.

19 Mr. Willcox made a motion, seconded by Mr. Tanner to revise the last line of Resolution
 20 No. 42-2013 to state: “of which one member may be a non-resident Wayzata based business
 21 owner.” The motion failed 2 (Tanner, Willcox)/3 (Amdal, Anderson, Mullin).

22 Mrs. Anderson made a motion, seconded by Mr. Mullin, to Adopt Resolution No. 42-
 23 2013 Amending Resolution No. 34-2012 to Increase the Membership and Allow Wayzata
 24 Residents, Wayzata Based Business Owners and Non-Residents to Serve on the Advisory Parks
 25 and Trails Board for the City of Wayzata. The motion carried 3/2 (Tanner, Willcox).

26
 27 **d. Consider Resolution No. 38-2013 Approving Parks & Trails Board Appointments**

28 Mr. Amdal made a motion, seconded by Mr. Mullin, to Adopt Resolution No. 38-2013
 29 Approving Parks & Trails Board Appointments of Sarah Randolph to a term expiring December
 30 31, 2016; and, Holly Evans to a term expiring December 31, 2014. The motion carried 5/0.

31
 32 **e. Consider Resolution No. 48-2013 Amending Communications Board Membership**

33 Mrs. Anderson made a motion, seconded by Mr. Mullin, to Adopt Resolution No. 48-2013
 34 Amending Resolution No. 26-2010 to Increase the Membership and Allow Wayzata Residents,
 35 Wayzata Based Business Owners and Non-Residents to Serve on the Communications Board for
 36 the City of Wayzata. The motion carried 3/2 (Tanner, Willcox).

37
 38 **f. Consider Resolution No. 44-2013 Approving Communications Board Appointments**

39 The Council indicated it did not favor receiving only an application without the opportunity to
 40 interview.

41 Mrs. Anderson made a motion, seconded by Mr. Amdal, to Adopt Resolution No. 44-
 42 2013 Approving Communications Board Appointments of Nancy Gnos to a term expiring
 43 December 31, 2016; Susan Shank to a term expiring December 31, 2016; and, Valentina Weis to
 44 a term expiring December 31, 2014. The motion carried 5/0.

45
 46 **AGENDA ITEM 7. City Manager's Report and Discussion Items.**

47 Ms. Nelson announced the December 30, 2013, tour of the North Block, which is substantially
 48 complete, and holiday office hours. She also announced the “Wayzata Reads” collaborative
 49 event and that the first book is *The Lighthouse Road*.

50 Mr. Amdal thanked all for helping to shepherd the Bushaway Road project.

51 Mr. Willcox wished all a Merry Christmas and Happy New Year.

AGENDA ITEM 8. Public Forum Continued (if necessary).

There were no comments.

AGENDA ITEM 9. Adjournment.

Mr. Tanner made a motion, seconded by Mr. Amdal to adjourn. There being no further business, Mr. Willcox adjourned the meeting at 10:19 p.m.

Respectfully submitted,

Becky Malone
Deputy City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

DRAFT

***Check Detail Register©**

December 2013 to January 2014

			Check Amt	Invoice	Comment
10100 Anchor Bank					
Paid Chk#	093807	12/16/2013	ANCHOR BANK-CARDMEMBER SERV.		
E 101-41500-331	Mileage & Expense Account		\$33.52		MTG.MEALS
Total ANCHOR BANK-CARDMEMBER SERV.			\$33.52		
Paid Chk#	093808	12/16/2013	AVI SYSTEMS, INC.		
E 409-40000-540	Equipment		\$1,109.73	39832400	COMM.RM AV SYSTEM
Total AVI SYSTEMS, INC.			\$1,109.73		
Paid Chk#	093809	12/16/2013	BANK OF AMERICA		
E 101-42200-499	Miscellaneous		\$13.23		FD SUPPLIES
E 101-42200-433	Dues, Licensing & Seminars		\$540.00		FD DUES
E 101-42200-240	Small Tools and Minor Equip		\$214.54		FD TOOLS
E 101-42200-331	Mileage & Expense Account		\$207.80		FD MTG.MEALS
E 101-42200-210	Operating Supplies (GENERAL)		\$81.79		FD SUPPLIES
Total BANK OF AMERICA			\$1,057.36		
Paid Chk#	093810	12/16/2013	BEST & FLANAGAN		
E 101-41500-304	Legal Fees		\$612.60	440339	YACHT CLUB
E 101-41500-304	Legal Fees		\$37.50	440340	CITY COUNCIL
E 101-41500-304	Legal Fees		\$637.50	440341	ORDINANCES
E 101-41500-304	Legal Fees		\$2,020.03	440342	BURLINGTON NORTHERN
E 101-41500-304	Legal Fees		\$75.00	440344	UNITARIAN CHURCH
E 401-40000-304	Legal Fees		\$780.00	440346	DOWNTOWN PARKING
G 101-20310	Escrow		\$262.50	440347	SUNSETS ESCROW PROJECT
E 101-41500-304	Legal Fees		\$37.50	440499	110 GLEAHAVEN
Total BEST & FLANAGAN			\$4,462.63		
Paid Chk#	093811	12/16/2013	BOTHAM, BRIAN		
E 101-42200-331	Mileage & Expense Account		\$51.00	REIMB.	FD MTG.MEALS
Total BOTHAM, BRIAN			\$51.00		
Paid Chk#	093812	12/16/2013	BRAUN INTERTEC		
E 430-40000-302	Consultants		\$1,158.20	379792	STREET EVALUATION
Total BRAUN INTERTEC			\$1,158.20		
Paid Chk#	093813	12/16/2013	BUSINESS FORMS & ACCOUNTING		
E 101-41500-200	Office Supplies (GENERAL)		\$43.82	048095	W-2 FORMS
E 101-41500-200	Office Supplies (GENERAL)		\$129.86	048119	W-2 FORMS
Total BUSINESS FORMS & ACCOUNTING			\$173.68		
Paid Chk#	093814	12/16/2013	CARQUEST OF WAYZATA		
E 240-40000-499	Miscellaneous		\$5.15	6973-201760	PARTS/REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$35.30	6973-202599	PARTS/REPAIRS
E 101-42200-404	Repairs/Maint - Machin/Equip		\$27.01	6973-202663	PARTS/REPAIRS
Total CARQUEST OF WAYZATA			\$67.46		
Paid Chk#	093815	12/16/2013	CBG COMMUNICATIONS, INC.		
E 235-40000-304	Legal Fees		\$4,536.21	106-091013	MEDIACOM FRANCHISE RENEWAL
Total CBG COMMUNICATIONS, INC.			\$4,536.21		
Paid Chk#	093816	12/16/2013	CENTERPOINT ENERGY		
E 101-42200-383	Fuel, oil and natural gas		\$574.30		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$60.38		SERVICE
E 640-48000-383	Fuel, oil and natural gas		\$1,005.49		SERVICE
E 640-47000-383	Fuel, oil and natural gas		\$251.37		SERVICE
E 101-41940-383	Fuel, oil and natural gas		\$1,616.09		SERVICE
Total CENTERPOINT ENERGY			\$3,507.63		

***Check Detail Register©**

December 2013 to January 2014

			Check Amt	Invoice	Comment
Paid Chk# 093817	12/16/2013	CINTAS CORPORATION			
E 610-40000-241	Safety equip/testings		\$25.09	5000765932	FIRST AID SUPPLIES PW & WARMING HOUSE
E 101-43100-241	Safety equip/testings		\$50.17	5000765932	FIRST AID SUPPLIES PW & WARMING HOUSE
E 101-45200-241	Safety equip/testings		\$50.17	5000765932	FIRST AID SUPPLIES PW & WARMING HOUSE
E 620-40000-241	Safety equip/testings		\$25.09	5000765932	FIRST AID SUPPLIES PW & WARMING HOUSE
	Total CINTAS CORPORATION		\$150.52		
Paid Chk# 093818	12/16/2013	CLAREY S SAFETY EQUIPMENT			
E 101-42200-434	Training and schools		\$395.00	153200	FD TRAINING
	Total CLAREY S SAFETY EQUIPMENT		\$395.00		
Paid Chk# 093819	12/16/2013	CLASSIC CLEANING COMPANY			
E 101-41940-409	Maint services & Improv		\$1,552.27	20157	MONTHLY CLEANING
E 101-41940-409	Maint services & Improv		\$386.19	20158	MONTHLY CLEANING
	Total CLASSIC CLEANING COMPANY		\$1,938.46		
Paid Chk# 093820	12/16/2013	CRAIG RAPP, LLC			
E 401-40000-309	Contractual Services		\$4,450.00	11.02.13	STRATEGIC PLANNING
E 101-41500-302	Consultants		\$6,516.00	12.01.13	ORGANIZATIONAL ANALYSIS
	Total CRAIG RAPP, LLC		\$10,966.00		
Paid Chk# 093821	12/16/2013	CULLIGAN-BOTTLED WATER			
E 101-42100-499	Miscellaneous		\$72.36	114100390144	PD SUPPLIES
	Total CULLIGAN-BOTTLED WATER		\$72.36		
Paid Chk# 093822	12/16/2013	DIVERSIFIED ELECTRIC INC.			
E 101-45203-406	Street lights and Signal Maint		\$5,757.57	1309	STREET LIGHT REPAIRS
	Total DIVERSIFIED ELECTRIC INC.		\$5,757.57		
Paid Chk# 093823	12/16/2013	EHLERS			
E 401-40000-309	Contractual Services		\$650.00	347622	DOWNTOWN PARKING
E 314-40000-301	Auditing and Acct g Services		\$450.00	347623	TIF POOLING ANALYSIS
	Total EHLERS		\$1,100.00		
Paid Chk# 093824	12/16/2013	GRAINGER, INC.			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$16.85	9304366124	PD REPAIRS
	Total GRAINGER, INC.		\$16.85		
Paid Chk# 093825	12/16/2013	HENN.CNTY.ACCTG.SERVICES			
E 101-42120-308	Prisoner Care		\$150.00	1000037001	PRISONER PROCESSING
G 101-20300	Deposits Payable		\$359.41	1000037001	PRISONER PROCESSING
	Total HENN.CNTY.ACCTG.SERVICES		\$509.41		
Paid Chk# 093826	12/16/2013	HENN.CNTY.ELECTIONS			
E 101-41500-404	Repairs/Maint - Machin/Equip		\$881.60	120513	ELECTION MACHINE MAINT.
	Total HENN.CNTY.ELECTIONS		\$881.60		
Paid Chk# 093827	12/16/2013	HENNEPIN COUNTY TAX SERVICES			
R 304-00000-31010	Property Taxes		\$41,724.52	99-2013-2	TIF OVERPAYMENT
	Total HENNEPIN COUNTY TAX SERVICES		\$41,724.52		
Paid Chk# 093828	12/16/2013	HENNEPIN COUNTY TREASURER			
E 101-41500-499	Miscellaneous		\$330.13		TAX NOTICES
	Total HENNEPIN COUNTY TREASURER		\$330.13		
Paid Chk# 093829	12/16/2013	HIGHVIEW PLUMBING INC.			
G 101-20300	Deposits Payable		\$999.00	REFUND	STREET CUT REFUND
R 101-00000-34190	Charges for Services/Gen Gov		(\$105.00)	REFUND	STREET CUT REFUND
	Total HIGHVIEW PLUMBING INC.		\$894.00		

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Paid Chk#	093830	12/16/2013	HILDE, AL		
	R 610-00000-37110	W/S/Storm Sales	\$22.86	REFUND	OVERPAYMENT ON FINAL BILL
		Total HILDE, AL	\$22.86		
Paid Chk#	093831	12/16/2013	HOLIDAY		
	E 101-42100-210	Operating Supplies (GENERAL)	\$5.35		PD SUPPLIES
		Total HOLIDAY	\$5.35		
Paid Chk#	093832	12/16/2013	KD & COMPANY		
	E 101-43100-229	Dirt, Sand and gravel	\$25.00	4626	CONCRETE & ASPHALT DISPOSAL
		Total KD & COMPANY	\$25.00		
Paid Chk#	093833	12/16/2013	KELLY, MICHAEL JR.		
	E 101-43300-433	Dues, Licensing & Seminars	\$295.00	REIMB.	CONF.EXP.
		Total KELLY, MICHAEL JR.	\$295.00		
Paid Chk#	093834	12/16/2013	KIRVIDA FIRE, INC.		
	E 101-42200-404	Repairs/Maint - Machin/Equip	\$686.66	3735	FD REPAIRS
	E 101-42200-404	Repairs/Maint - Machin/Equip	\$639.61	3736	FD REPAIRS
	E 101-42200-404	Repairs/Maint - Machin/Equip	\$407.97	3737	FD REPAIRS
		Total KIRVIDA FIRE, INC.	\$1,734.24		
Paid Chk#	093835	12/16/2013	LEXISNEXIS RISK DATA		
	E 101-42100-309	Contractual Services	\$33.00	121455020131	PD SERVICE
		Total LEXISNEXIS RISK DATA	\$33.00		
Paid Chk#	093836	12/16/2013	LOFFLER COMPANIES, INC.		
	E 409-40000-540	Equipment	\$3,525.06	1662896	SOFTWARE UPGRADES/LICENSES
	E 101-41500-311	Data Processing	\$3,009.97	1666998	NETWORK SUPPORT
		Total LOFFLER COMPANIES, INC.	\$6,535.03		
Paid Chk#	093837	12/16/2013	LUND S		
	E 101-45200-499	Miscellaneous	\$24.99	ACCT.2341	SUPPLIES
	E 630-40000-210	Operating Supplies (GENERAL)	\$13.61	ACCT.2341	SUPPLIES
	E 640-48500-255	FOODIngredients For Resale	\$38.37	ACCT.2341	SUPPLIES
		Total LUND S	\$76.97		
Paid Chk#	093838	12/16/2013	MED COMPASS		
	E 101-42200-306	Personnel Expense	\$75.00	22541	FD EXAMS
		Total MED COMPASS	\$75.00		
Paid Chk#	093839	12/16/2013	MEDIACOM		
	E 235-40000-499	Miscellaneous	\$249.95		SERVICE
		Total MEDIACOM	\$249.95		
Paid Chk#	093840	12/16/2013	MN CHILD SUPPORT PAYMENT CENTE		
	G 101-21710	County WH	\$126.84	001514070701	WITHHOLDING ORDER
		Total MN CHILD SUPPORT PAYMENT CENTE	\$126.84		
Paid Chk#	093841	12/16/2013	MORRELL & MORRELL, LP		
	E 101-43100-229	Dirt, Sand and gravel	\$3,018.32	28041	HAULING SAND/SALT
	E 101-43100-229	Dirt, Sand and gravel	\$1,097.38	28066	HAULING SAND/SALT
		Total MORRELL & MORRELL, LP	\$4,115.70		
Paid Chk#	093842	12/16/2013	MOSS & BARNETT		
	E 101-41500-304	Legal Fees	\$2,650.60	595212	MEDIACOM FRANCHISE
		Total MOSS & BARNETT	\$2,650.60		
Paid Chk#	093843	12/16/2013	NORTHLAND TRANSCRIPTION		

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E 101-41500-306	Personnel Expense		\$370.00	MADDEN	SERVICE
Total	NORTHLAND TRANSCRIPTION		\$370.00		
Paid Chk# 093844	12/16/2013	NYS CHILD SUPPPORT PROCESSING			
G 101-21710	County WH		\$204.75	NR07016J1	WITHHOLDING ORDER
Total	NYS CHILD SUPPPORT PROCESSING		\$204.75		
Paid Chk# 093845	12/16/2013	OARE, ANDY			
E 430-46113-309	Contractual Services		\$254.50	REIMB.	FENCE REPAIRS
Total	OARE, ANDY		\$254.50		
Paid Chk# 093846	12/16/2013	OFFICE DEPOT			
E 101-41500-200	Office Supplies (GENERAL)		\$21.03	685409667001	SUPPLIES
E 630-40000-200	Office Supplies (GENERAL)		\$42.77	685410662001	SUPPLIES
E 235-40000-200	Office Supplies (GENERAL)		\$68.55	685410663001	SUPPLIES
E 101-42200-200	Office Supplies (GENERAL)		\$20.00	685905484001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$38.83	685905484001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$33.80	686005837001	SUPPLIES
E 101-42200-200	Office Supplies (GENERAL)		\$25.00	686005837001	SUPPLIES
Total	OFFICE DEPOT		\$249.98		
Paid Chk# 093847	12/16/2013	OIL-AIR PRODUCTS, LLC			
E 101-43100-210	Operating Supplies (GENERAL)		\$8.51	539882-001	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)		\$3.10	539882-002	SUPPLIES
Total	OIL-AIR PRODUCTS, LLC		\$11.61		
Paid Chk# 093848	12/16/2013	PETERSON, TODD			
E 101-42100-331	Mileage & Expense Account		\$24.47	REIMB.	MILEAGE & PARKING
Total	PETERSON, TODD		\$24.47		
Paid Chk# 093849	12/16/2013	PLYMOUTH, CITY OF			
E 650-47700-309	Contractual Services		\$3,961.00	2013-0000010	COMPOST YARD USE
Total	PLYMOUTH, CITY OF		\$3,961.00		
Paid Chk# 093850	12/16/2013	RADIOSHACK			
E 101-42100-210	Operating Supplies (GENERAL)		\$42.89	017895	PD SUPPLIES
Total	RADIOSHACK		\$42.89		
Paid Chk# 093851	12/16/2013	RISVOLD, MICHAEL			
E 101-42100-217	Uniforms		\$53.19	REIMB.	UNIFORMS
Total	RISVOLD, MICHAEL		\$53.19		
Paid Chk# 093852	12/16/2013	SRF CONSULTING GROUP, INC.			
E 401-40000-309	Contractual Services		\$1,554.38	07920.00-10	PARKING STUDY
G 101-20310	Escrow		\$603.00	08235.00-4	ANCHOR BANK PROJECT
Total	SRF CONSULTING GROUP, INC.		\$2,157.38		
Paid Chk# 093853	12/16/2013	ST.PAUL, CITY OF			
E 430-40000-309	Contractual Services		\$144.62	130088	ASPHALT
Total	ST.PAUL, CITY OF		\$144.62		
Paid Chk# 093854	12/16/2013	STEPP MANUFACTURING CO., INC.			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$136.03	45469	PARTS FOR ASPHALT TRAILER
Total	STEPP MANUFACTURING CO., INC.		\$136.03		
Paid Chk# 093855	12/16/2013	TIME SAVER			
E 101-41100-302	Consultants		\$481.30	M20218	MTG.MINUTES
Total	TIME SAVER		\$481.30		
Paid Chk# 093856	12/16/2013	USA BLUE BOOK			

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E 101-42400-499	Miscellaneous		\$168.02	217376	SAFETY JACKETS
E 101-43300-499	Miscellaneous		\$84.01	217376	SAFETY JACKETS
Total USA BLUE BOOK			\$252.03		
Paid Chk# 093857	12/16/2013	VAN PAPER COMPANY			
E 101-45200-200	Office Supplies (GENERAL)		\$141.69	293643-00	SUPPLIES
E 101-43100-200	Office Supplies (GENERAL)		\$141.69	293643-00	SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)		\$70.85	293643-00	SUPPLIES
E 620-40000-200	Office Supplies (GENERAL)		\$70.85	293643-00	SUPPLIES
Total VAN PAPER COMPANY			\$425.08		
Paid Chk# 093858	12/16/2013	WESTSIDE WHOLESALE TIRE			
E 101-42100-404	Repairs/Maint - Machin/Equip		\$493.60	715062	PD REPAIRS
Total WESTSIDE WHOLESALE TIRE			\$493.60		
Paid Chk# 093859	12/16/2013	WSB & ASSOCIATES			
E 610-49100-302	Consultants		\$674.00	01204-330.8	BUSHAWAY RD WATERMAIN
Total WSB & ASSOCIATES			\$674.00		
Paid Chk# 093860	12/16/2013	XCEL ENERGY			
E 620-40000-381	Electric Utilities		\$1,490.51		SERVICE
E 101-41940-381	Electric Utilities		\$22.91		SERVICE
E 640-48000-381	Electric Utilities		\$360.37		SERVICE
E 640-47000-381	Electric Utilities		\$154.45		SERVICE
E 610-40000-381	Electric Utilities		\$5,302.01		SERVICE
E 101-42200-381	Electric Utilities		\$509.15		SERVICE
E 101-41940-381	Electric Utilities		\$3,377.74		SERVICE
E 101-45203-381	Electric Utilities		\$1,838.19		SERVICE
Total XCEL ENERGY			\$13,055.33		
Paid Chk# 093861	12/18/2013	ADVANCED IMAGING SOLUTIONS			
E 640-48000-404	Repairs/Maint - Machin/Equip		\$289.11	INV37244	BAR/STORE REPAIR
E 640-47000-404	Repairs/Maint - Machin/Equip		\$289.11	INV37244	BAR/STORE REPAIR
Total ADVANCED IMAGING SOLUTIONS			\$578.22		
Paid Chk# 093862	12/18/2013	ALPINE DIVERSIFIED SERVICES			
E 640-48000-409	Maint services & Improv		\$509.56	14131	KITCHEN EXHAUST MAINT.
Total ALPINE DIVERSIFIED SERVICES			\$509.56		
Paid Chk# 093863	12/18/2013	AMARA			
E 640-47000-259	Freight		\$3.00	1219	FREIGHT
E 640-47000-252	Wine For Resale		\$150.00	1219	WINE
Total AMARA			\$153.00		
Paid Chk# 093864	12/18/2013	ARCTIC GLACIER INC.			
E 640-47000-254	Soft Drinks/Mix For Resale		\$97.74	437335002	ICE RESALE
E 640-47000-254	Soft Drinks/Mix For Resale		\$64.66	463333605	ICE RESALE
Total ARCTIC GLACIER INC.			\$162.40		
Paid Chk# 093865	12/18/2013	BELLBOY BAR SUPPLY CORP.			
E 640-47000-253	Beer For Resale		\$18.95	40753100	BEER
E 640-47000-259	Freight		\$1.55	40753100	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,794.54	40753200	LIQ
E 640-47000-259	Freight		\$20.15	40753200	FREIGHT
E 640-47000-252	Wine For Resale		\$128.00	40753200	WINE
E 640-47000-251	Liquor For Resale		\$2,584.37	40853900	LIQ
E 640-47000-259	Freight		\$18.35	40853900	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$124.90	40854500	MISC.
E 640-47000-259	Freight		\$6.20	40854500	FREIGHT

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E 640-47000-251	Liquor For Resale	\$4,319.15	40949100	LIQ	
E 640-47000-259	Freight	\$34.10	40949100	FREIGHT	
E 640-47000-256	MISC.MDSE.RESALE	\$362.63	89375600	MISC.MDSE.RESALE	
E 640-47000-254	Soft Drinks/Mix For Resale	\$55.10	89403800	MISC.	
E 640-47000-210	Operating Supplies (GENERAL)	\$66.65	89403800	SUPPLIES	
E 640-47000-259	Freight	\$4.58	89403800	FREIGHT	
E 640-47000-210	Operating Supplies (GENERAL)	\$136.88	89438200	SUPPLIES	
E 640-47000-254	Soft Drinks/Mix For Resale	\$12.90	89438200	MISC	
E 640-47000-259	Freight	\$4.71	89438200	FREIGHT	
E 640-47000-256	MISC.MDSE.RESALE	\$339.95	89472900	MISC.MDSE.RESALE	
Total	BELLBOY BAR SUPPLY CORP.	\$10,033.66			
Paid Chk# 093866	12/18/2013	BERNICK'S WINE			
E 640-47000-254	Soft Drinks/Mix For Resale	\$58.57	97250	MISC.RESALE	
E 640-47000-254	Soft Drinks/Mix For Resale	\$214.41	97251	MISC.RESALE	
Total	BERNICK'S WINE	\$272.98			
Paid Chk# 093867	12/18/2013	BERRY COFFEE COMPANY			
E 640-48000-254	Soft Drinks/Mix For Resale	\$120.45	1137456	COFFEE	
Total	BERRY COFFEE COMPANY	\$120.45			
Paid Chk# 093868	12/18/2013	BETH, JERRY			
E 640-48000-341	General Promotions	\$150.00	12/31/13	BAR MUSIC 12/31/13	
Total	BETH, JERRY	\$150.00			
Paid Chk# 093869	12/18/2013	BOURGET IMPORTS			
E 640-47000-259	Freight	\$3.00	117106	FREIGHT	
E 640-47000-252	Wine For Resale	\$368.00	117106	WINE	
Total	BOURGET IMPORTS	\$371.00			
Paid Chk# 093870	12/18/2013	CINTAS CORPORATION			
E 640-48500-210	Operating Supplies (GENERAL)	\$102.10	5000765965	FIRST AID SUPPLIES	
Total	CINTAS CORPORATION	\$102.10			
Paid Chk# 093871	12/18/2013	COCA-COLA			
E 640-47000-254	Soft Drinks/Mix For Resale	\$207.60	0118576407	MISC.BEV.	
E 640-48000-254	Soft Drinks/Mix For Resale	\$989.71	0158053607	MISC.BEV.	
Total	COCA-COLA	\$1,197.31			
Paid Chk# 093872	12/18/2013	COZZINI BROS., INC.			
E 640-48500-415	Other Equipment Rentals	\$73.48	C653674	KNIFE EXCHANGE	
Total	COZZINI BROS., INC.	\$73.48			
Paid Chk# 093873	12/18/2013	CULLIGAN-METRO			
E 640-48500-210	Operating Supplies (GENERAL)	\$128.78	101X25985303	SUPPLIES	
Total	CULLIGAN-METRO	\$128.78			
Paid Chk# 093874	12/18/2013	DAHLHEIMER DISTRIBUTING CO.			
E 640-48000-253	Beer For Resale	\$120.00	16539	BEER	
E 640-47000-253	Beer For Resale	\$1,327.00	16544	BEER	
E 640-47000-253	Beer For Resale	\$191.50	16640	BEER	
E 640-48000-253	Beer For Resale	\$184.00	16641	BEER	
E 640-47000-253	Beer For Resale	\$149.00	16721	BEER	
E 640-48000-253	Beer For Resale	\$598.00	16743	BEER	
E 640-47000-253	Beer For Resale	\$368.00	16744	BEER	
E 640-48000-253	Beer For Resale	\$174.00	16796	BEER	
Total	DAHLHEIMER DISTRIBUTING CO.	\$3,111.50			
Paid Chk# 093875	12/18/2013	DAY DISTRIBUTING			

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E 640-48000-253	Beer For Resale		\$513.00	729752	BEER
E 640-47000-253	Beer For Resale		\$1,439.98	729753	BEER
E 640-48000-253	Beer For Resale		\$388.00	730714	BEER
E 640-47000-253	Beer For Resale		\$1,400.60	730715	BEER
E 640-48000-253	Beer For Resale		\$1,094.00	731635	BEER
Total DAY DISTRIBUTING			\$4,835.58		
Paid Chk# 093876	12/18/2013	DMX MUSIC - MINNEAPOLIS			
E 640-48000-415	Other Equipment Rentals		\$92.23	50647615	BAR MUSIC
Total DMX MUSIC - MINNEAPOLIS			\$92.23		
Paid Chk# 093877	12/18/2013	DOMACE VINO			
E 640-47000-252	Wine For Resale		\$264.00	6703	WINE
E 640-47000-259	Freight		\$2.00	6703	FREIGHT
Total DOMACE VINO			\$266.00		
Paid Chk# 093878	12/18/2013	EXCELSIOR BREWING COMPANY			
E 640-47000-253	Beer For Resale		\$110.00	2822	BEER
Total EXCELSIOR BREWING COMPANY			\$110.00		
Paid Chk# 093879	12/18/2013	EXTREME BEVERAGE, LLC			
E 640-47000-254	Soft Drinks/Mix For Resale		\$504.00	263-30	MISC.BEV.
E 640-47000-254	Soft Drinks/Mix For Resale		\$100.50	W-861139	MISC.BEV.
Total EXTREME BEVERAGE, LLC			\$604.50		
Paid Chk# 093880	12/18/2013	FLAHERTY S HAPPY TYME CO.			
E 640-47000-254	Soft Drinks/Mix For Resale		\$46.20	28131	MISC.
Total FLAHERTY S HAPPY TYME CO.			\$46.20		
Paid Chk# 093881	12/18/2013	G & K SERVICES			
E 640-48500-217	Uniforms		\$335.58	1013842393	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$300.00	1013853732	UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$60.32	1013853732	UNIFORMS & SUPPLIES
Total G & K SERVICES			\$695.90		
Paid Chk# 093882	12/18/2013	GRAPE BEGINNINGS, INC.			
E 640-47000-252	Wine For Resale		\$686.00	160030	WINE
E 640-47000-259	Freight		\$13.50	160030	FREIGHT
E 640-47000-252	Wine For Resale		\$2,092.00	160630	WINE
E 640-47000-259	Freight		\$24.75	160630	FREIGHT
Total GRAPE BEGINNINGS, INC.			\$2,816.25		
Paid Chk# 093883	12/18/2013	HEGGIES PIZZA			
E 640-48500-255	FOODIngredients For Resale		\$252.00	1423855	FOOD
Total HEGGIES PIZZA			\$252.00		
Paid Chk# 093884	12/18/2013	HOHENSTEINS INC.			
E 640-48000-253	Beer For Resale		\$320.00	679145	BEER
E 640-47000-253	Beer For Resale		\$817.00	679146	BEER
Total HOHENSTEINS INC.			\$1,137.00		
Paid Chk# 093885	12/18/2013	JJ TAYLOR DISTRIBUTING OF MN			
E 640-47000-253	Beer For Resale		(\$20.80)	2122816	BEER
E 640-48000-253	Beer For Resale		\$710.20	2138444	BEER
E 640-48000-253	Beer For Resale		\$188.80	2147648	BEER
E 640-47000-253	Beer For Resale		\$1,599.90	2150966	BEER
E 640-47000-253	Beer For Resale		\$147.60	2150970	BEER
E 640-48000-253	Beer For Resale		\$183.20	2162449	BEER
E 640-48000-253	Beer For Resale		\$214.60	2162503	BEER

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E 640-47000-253	Beer For Resale	\$334.80	2162803	BEER
Total JJ TAYLOR DISTRIBUTING OF MN		\$3,358.30		
Paid Chk# 093886	12/18/2013	JOHNSON BROS.-ST.PAUL		
E 640-47000-252	Wine For Resale	\$2,066.18	1725262	WINE
E 640-47000-259	Freight	\$38.37	1725262	FREIGHT
E 640-47000-259	Freight	\$4.11	1725263	FREIGHT
E 640-47000-251	Liquor For Resale	\$314.65	1725263	LIQ
E 640-47000-252	Wine For Resale	\$1,352.00	1725264	WINE
E 640-47000-259	Freight	\$26.03	1725264	FREIGHT
E 640-47000-259	Freight	\$0.11	1725265	FREIGHT
E 640-47000-259	Freight	\$6.85	1725266	FREIGHT
E 640-47000-252	Wine For Resale	\$268.30	1725266	WINE
E 640-47000-251	Liquor For Resale	\$907.95	1725389	LIQ
E 640-47000-259	Freight	\$14.39	1725389	FREIGHT
E 640-47000-251	Liquor For Resale	\$78.50	1725429	LIQ
E 640-47000-252	Wine For Resale	\$360.00	1729634	WINE
E 640-47000-259	Freight	\$4.11	1729634	FREIGHT
E 640-47000-252	Wine For Resale	\$253.60	1729635	WINE
E 640-47000-259	Freight	\$5.48	1729635	FREIGHT
E 640-47000-251	Liquor For Resale	\$1,273.81	1729636	LIQ
E 640-47000-259	Freight	\$16.44	1729636	FREIGHT
E 640-47000-259	Freight	\$20.55	1730970	FREIGHT
E 640-47000-252	Wine For Resale	\$1,155.00	1730970	WINE
E 640-47000-259	Freight	\$10.96	1730971	FREIGHT
E 640-47000-252	Wine For Resale	\$621.10	1730971	WINE
E 640-47000-259	Freight	\$4.11	1730972	FREIGHT
E 640-47000-251	Liquor For Resale	\$309.00	1730972	LIQ
E 640-47000-251	Liquor For Resale	\$170.00	1734825	LIQ
E 640-47000-259	Freight	\$2.74	1734825	FREIGHT
E 640-47000-252	Wine For Resale	\$529.50	1734826	WINE
E 640-47000-259	Freight	\$15.07	1734826	FREIGHT
E 640-47000-251	Liquor For Resale	\$1,184.68	1734827	LIQ
E 640-47000-259	Freight	\$11.19	1734827	FREIGHT
E 640-47000-259	Freight	\$26.03	1734828	FREIGHT
E 640-47000-252	Wine For Resale	\$2,030.50	1734828	WINE
E 640-47000-259	Freight	\$12.33	1736066	FREIGHT
E 640-47000-252	Wine For Resale	\$447.30	1736066	WINE
E 640-47000-251	Liquor For Resale	\$65.82	1736067	LIQ
E 640-47000-259	Freight	\$0.82	1736067	FREIGHT
E 640-47000-252	Wine For Resale	(\$42.97)	601081	WINE
Total JOHNSON BROS.-ST.PAUL		\$13,564.61		
Paid Chk# 093887	12/18/2013	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale	\$273.45	5-000058675	FOOD
Total KARLSBURGER FOODS, INC.		\$273.45		
Paid Chk# 093888	12/18/2013	LINNIHAN FOY		
E 640-47000-340	Advertising	\$160.00	387-00	NOV.E-BLAST
Total LINNIHAN FOY		\$160.00		
Paid Chk# 093889	12/18/2013	MAIN STREET BAKERY		
E 640-48500-255	FOODIngredients For Resale	\$66.23	231808	FOOD
E 640-48500-255	FOODIngredients For Resale	\$70.89	231809	FOOD
E 640-48500-255	FOODIngredients For Resale	\$105.42	232047	FOOD
E 640-48500-255	FOODIngredients For Resale	\$153.79	232160	FOOD
E 640-48500-255	FOODIngredients For Resale	\$92.00	232227	FOOD
E 640-48500-255	FOODIngredients For Resale	\$61.82	232294	FOOD

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E 640-48500-255	FOOD	Ingredients For Resale	\$154.79	232567	FOOD
E 640-48000-255	FOOD	Ingredients For Resale	\$115.64	232681	FOOD
Total MAIN STREET BAKERY			\$820.58		
Paid Chk# 093890	12/18/2013	MIDWEST GREASE			
E 640-48000-409	Maint services & Improv		\$180.00	121449	GREASE TRAP SERVICE
Total MIDWEST GREASE			\$180.00		
Paid Chk# 093891	12/18/2013	NORTHWESTERN FRUIT COMPANY			
E 640-48500-255	FOOD	Ingredients For Resale	\$275.00	770914	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$257.35	771085	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$188.90	771301	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$323.60	771453	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$20.70	771530	FOOD
E 640-48500-255	FOOD	Ingredients For Resale	\$189.50	771627	FOOD
E 640-48000-251	Liquor For Resale		\$100.00	771826	LIQ
E 640-48500-255	FOOD	Ingredients For Resale	\$149.15	771826	FOOD
Total NORTHWESTERN FRUIT COMPANY			\$1,504.20		
Paid Chk# 093892	12/18/2013	PAUSTIS & SONS			
E 640-47000-252	Wine For Resale		\$1,843.01	8426470	WINE
E 640-47000-259	Freight		\$20.00	8426470	FREIGHT
E 640-47000-259	Freight		\$23.75	8427553	FREIGHT
E 640-47000-252	Wine For Resale		\$2,134.00	8427553	WINE
E 640-48000-252	Wine For Resale		\$191.25	8428520	WINE
E 640-47000-259	Freight		\$28.75	8428765	FREIGHT
E 640-47000-252	Wine For Resale		\$1,822.00	8428765	WINE
Total PAUSTIS & SONS			\$6,062.76		
Paid Chk# 093893	12/18/2013	PEPSI -COLA			
E 640-47000-254	Soft Drinks/Mix For Resale		\$289.20	18954502	MISC.BEV.
Total PEPSI -COLA			\$289.20		
Paid Chk# 093894	12/18/2013	PHILLIPS WINES & SPIRITS			
E 640-47000-251	Liquor For Resale		\$293.30	2522428	LIQ
E 640-47000-259	Freight		\$2.74	2522428	FREIGHT
E 640-47000-259	Freight		\$21.13	2522429	FREIGHT
E 640-47000-252	Wine For Resale		\$1,620.45	2522429	WINE
E 640-48000-251	Liquor For Resale		\$407.18	2525028	LIQ
E 640-47000-252	Wine For Resale		\$2,019.90	2525192	WINE
E 640-47000-259	Freight		\$31.62	2525192	FREIGHT
E 640-47000-251	Liquor For Resale		\$133.35	2525193	LIQ
E 640-47000-259	Freight		\$2.51	2525193	FREIGHT
E 640-47000-259	Freight		\$20.55	2528632	FREIGHT
E 640-47000-252	Wine For Resale		\$1,601.95	2528632	WINE
E 640-47000-259	Freight		\$17.55	2528633	FREIGHT
E 640-47000-251	Liquor For Resale		\$1,695.87	2528633	LIQ
Total PHILLIPS WINES & SPIRITS			\$7,868.10		
Paid Chk# 093895	12/18/2013	SECURITY PRODUCTS COMPANY			
E 640-48000-404	Repairs/Maint - Machin/Equip		\$222.00	1091937	SECURITY SYSTEM REPAIRS
E 640-47000-404	Repairs/Maint - Machin/Equip		\$141.50	1091938	SECURITY SYSTEM REPAIRS
E 640-48000-404	Repairs/Maint - Machin/Equip		\$141.25	1091938	SECURITY SYSTEM REPAIRS
E 640-47000-404	Repairs/Maint - Machin/Equip		\$343.28	1092817	SECURITY SYSTEM REPAIRS
E 640-48000-404	Repairs/Maint - Machin/Equip		\$140.00	1093158	SECURITY SYSTEM REPAIRS
E 640-47000-404	Repairs/Maint - Machin/Equip		\$140.00	1093158	SECURITY SYSTEM REPAIRS
Total SECURITY PRODUCTS COMPANY			\$1,128.03		
Paid Chk# 093896	12/18/2013	SOUTHERN WINE & SPIRITS OF MN			

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E 640-47000-252	Wine For Resale	\$1,152.00	1107583	WINE
E 640-47000-259	Freight	\$4.50	1107583	FREIGHT
E 640-47000-252	Wine For Resale	\$1,432.00	1107608	WINE
E 640-47000-259	Freight	\$10.92	1107608	FREIGHT
E 640-47000-252	Wine For Resale	\$954.47	1107609	WINE
E 640-47000-259	Freight	\$4.31	1107609	FREIGHT
E 640-47000-252	Wine For Resale	\$248.00	1107610	WINE
E 640-47000-259	Freight	\$3.45	1107610	FREIGHT
E 640-47000-252	Wine For Resale	\$384.00	1110187	WINE
E 640-47000-259	Freight	\$0.50	1110187	FREIGHT
E 640-47000-259	Freight	\$24.15	1110216	FREIGHT
E 640-47000-252	Wine For Resale	\$2,872.00	1110216	WINE
E 640-47000-252	Wine For Resale	\$1,776.00	1110217	WINE
E 640-47000-259	Freight	\$19.55	1110217	FREIGHT
E 640-47000-259	Freight	\$2.40	1110218	FREIGHT
E 640-47000-252	Wine For Resale	\$498.00	1110218	WINE
E 640-47000-251	Liquor For Resale	\$5,683.39	1110219	LIQ
E 640-47000-259	Freight	\$45.62	1110219	FREIGHT
E 640-47000-252	Wine For Resale	\$242.94	1110220	WINE
E 640-47000-259	Freight	\$2.30	1110220	FREIGHT
E 640-47000-259	Freight	\$39.58	5003589	FREIGHT
E 640-47000-252	Wine For Resale	\$1,996.83	5003589	WINE
Total SOUTHERN WINE & SPIRITS OF MN		\$17,396.91		
Paid Chk# 093897	12/18/2013	SPENCER JANITORIAL		
E 640-48000-409	Maint services & Improv	\$2,135.79	10100	MONTHLY BAR CLEANING
Total SPENCER JANITORIAL		\$2,135.79		
Paid Chk# 093898	12/18/2013	STRATEGIC EQUIPMENT AND		
E 640-48500-210	Operating Supplies (GENERAL)	\$142.85	2129644	KITCH.SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$127.01	2129645	KITCH.SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$149.71	2129646	KITCH.SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$21.34	2129647	KITCH.SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$28.14	2132511	KITCH.SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$110.44	2132512	KITCH.SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$80.42	2132513	KITCH.SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$361.56	2132514	BAR SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$459.27	2132514	KITCH.SUPPLIES
Total STRATEGIC EQUIPMENT AND		\$1,480.74		
Paid Chk# 093899	12/18/2013	SUNBURST CHEMICALS, INC.		
E 640-48500-210	Operating Supplies (GENERAL)	\$333.47	0315354	SUPPLIES
Total SUNBURST CHEMICALS, INC.		\$333.47		
Paid Chk# 093900	12/18/2013	SYSCO MINNESOTA		
E 640-48500-255	FOODIngredients For Resale	\$77.79	310030789CB	FOOD
E 640-48000-251	Liquor For Resale	\$13.81	312020743	LIQ
E 640-48500-210	Operating Supplies (GENERAL)	\$28.92	312020743	SUPPLIES
E 640-48500-255	FOODIngredients For Resale	\$3,266.74	312020743	FOOD
E 640-48500-404	Repairs/Maint - Machin/Equip	\$51.08	312040350	PARTS/REPAIRS
E 640-48500-255	FOODIngredients For Resale	\$2,787.12	312041176	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$93.95	312041176	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$31.17	312041176	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$35.82	312041176	LIQ
E 640-48500-255	FOODIngredients For Resale	\$2,306.84	312062103	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$59.01	312062103	PROMO FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$40.66	312062103	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$73.90	312062103	SUPPLIES

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E 640-48500-210	Operating Supplies (GENERAL)	\$92.45	312090774	SUPPLIES	
E 640-48000-253	Beer For Resale	\$9.57	312090774	BEER	
E 640-48000-342	Promotions - Food/Drinks	\$27.84	312090774	PROMO FOOD	
E 640-48500-255	FOODIngredients For Resale	\$2,917.59	312090774	FOOD	
E 640-48000-251	Liquor For Resale	\$50.13	312090774	LIQ	
E 640-48000-342	Promotions - Food/Drinks	\$31.17	312111195	PROMO FOOD	
E 640-48500-210	Operating Supplies (GENERAL)	\$149.72	312111195	SUPPLIES	
E 640-48000-251	Liquor For Resale	\$13.81	312111195	LIQ	
E 640-48500-255	FOODIngredients For Resale	\$2,723.78	312111195	FOOD	
E 640-48500-210	Operating Supplies (GENERAL)	\$38.43	312131528	SUPPLIES	
E 640-48000-251	Liquor For Resale	\$66.53	312131528	LIQ	
E 640-48000-342	Promotions - Food/Drinks	\$27.84	312131528	PROMO FOOD	
E 640-48500-255	FOODIngredients For Resale	\$3,193.20	312131528	FOOD	
Total SYSCO MINNESOTA		\$18,208.87			
Paid Chk# 093901	12/18/2013	T.D. ANDERSON INC.			
E 640-48000-409	Maint services & Improv	\$110.00	289747	BEER LINES CLEANED	
Total T.D. ANDERSON INC.		\$110.00			
Paid Chk# 093902	12/18/2013	THORPE DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale	\$3,119.75	791332	BEER	
E 640-47000-253	Beer For Resale	\$872.60	792701	BEER	
E 640-48000-253	Beer For Resale	\$635.00	792702	BEER	
E 640-48000-253	Beer For Resale	\$104.00	793998	BEER	
E 640-47000-253	Beer For Resale	\$105.70	794000	BEER	
E 640-48000-253	Beer For Resale	(\$110.00)	794002	BEER	
Total THORPE DISTRIBUTING CO.		\$4,727.05			
Paid Chk# 093903	12/18/2013	TOLL GAS & WELDING SUPPLY			
E 640-48000-210	Operating Supplies (GENERAL)	\$68.01	10001336	SUPPLIES	
Total TOLL GAS & WELDING SUPPLY		\$68.01			
Paid Chk# 093904	12/18/2013	UPS STORE			
E 101-43100-210	Operating Supplies (GENERAL)	\$12.73		SHIPPING	
E 101-41500-499	Miscellaneous	\$1.95		PRINTING	
E 640-48000-340	Advertising	\$65.17		BAR ADVERTISING	
E 640-48000-340	Advertising	\$171.37		BAR ADVERTISING	
Total UPS STORE		\$251.22			
Paid Chk# 093905	12/18/2013	VINO ANDES			
E 640-47000-252	Wine For Resale	\$649.00	3244	WINE	
E 640-47000-259	Freight	\$14.35	3244	WINE	
Total VINO ANDES		\$663.35			
Paid Chk# 093906	12/18/2013	VINOCOPIA			
E 640-47000-251	Liquor For Resale	\$424.46	0089416	LIQ	
E 640-47000-259	Freight	\$5.00	0089416	FREIGHT	
E 640-47000-252	Wine For Resale	\$980.00	0089463	WINE	
E 640-47000-259	Freight	\$16.00	0089463	FREIGHT	
Total VINOCOPIA		\$1,425.46			
Paid Chk# 093907	12/18/2013	WINE COMPANY			
E 640-47000-259	Freight	\$13.20	347578-00	FREIGHT	
E 640-47000-252	Wine For Resale	\$1,342.67	347578-00	WINE	
E 640-47000-259	Freight	\$14.85	348205-00	FREIGHT	
E 640-47000-252	Wine For Resale	\$1,042.66	348205-00	WINE	
Total WINE COMPANY		\$2,413.38			
Paid Chk# 093908	12/18/2013	WINE MERCHANT			

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E 640-47000-252	Wine For Resale	\$2,900.00	480714	WINE
E 640-47000-259	Freight	\$13.70	480714	FREIGHT
E 640-47000-259	Freight	\$7.54	481327	FREIGHT
E 640-47000-252	Wine For Resale	\$540.00	481327	WINE
E 640-47000-259	Freight	\$10.96	481328	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$36.40	481328	MISC.
E 640-47000-252	Wine For Resale	\$1,032.00	481328	WINE
E 640-47000-252	Wine For Resale	\$704.00	482379	WINE
E 640-47000-259	Freight	\$5.48	482379	FREIGHT
E 640-47000-259	Freight	\$30.82	483413	FREIGHT
E 640-47000-252	Wine For Resale	\$3,128.00	483413	WINE
E 640-47000-252	Wine For Resale	\$152.00	484048	WINE
E 640-47000-259	Freight	\$1.37	484048	FREIGHT
Total WINE MERCHANT		\$8,562.27		
Paid Chk# 093909	12/18/2013	WIRTZ BEVERAGE MN BEER		
E 640-47000-253	Beer For Resale	\$919.75	1090145325	BEER
E 640-48000-253	Beer For Resale	\$413.00	1090148513	BEER
E 640-47000-253	Beer For Resale	\$219.90	1090148719	BEER
E 640-47000-253	Beer For Resale	\$3,394.55	1090148720	BEER
E 640-47000-253	Beer For Resale	\$130.50	1090151545	BEER
E 640-47000-253	Beer For Resale	\$882.70	1090151546	BEER
E 640-48000-253	Beer For Resale	\$228.00	1090152053	BEER
Total WIRTZ BEVERAGE MN BEER		\$6,188.40		
Paid Chk# 093910	12/18/2013	WIRTZ BEVERAGE MN WINE & SPIRI		
E 640-47000-252	Wine For Resale	\$44.00	1080113717	WINE
E 640-47000-259	Freight	\$79.14	1080113717	FREIGHT
E 640-47000-251	Liquor For Resale	\$7,892.20	1080113717	LIQ
E 640-47000-254	Soft Drinks/Mix For Resale	\$140.00	1080113717	MISC.
E 640-47000-259	Freight	\$29.00	1080113718	FREIGHT
E 640-47000-252	Wine For Resale	\$2,660.00	1080113718	WINE
E 640-47000-259	Freight	\$2.90	1080114619	FREIGHT
E 640-47000-251	Liquor For Resale	\$288.00	1080114619	LIQ
E 640-47000-251	Liquor For Resale	\$912.74	1080116088	LIQ
E 640-47000-259	Freight	\$12.08	1080116088	FREIGHT
E 640-47000-259	Freight	\$20.30	1080116089	FREIGHT
E 640-47000-252	Wine For Resale	\$1,428.00	1080116089	WINE
E 640-47000-254	Soft Drinks/Mix For Resale	\$40.40	1080118828	MISC.
E 640-47000-259	Freight	\$24.14	1080118828	FREIGHT
E 640-47000-251	Liquor For Resale	\$2,657.89	1080118828	LIQ
E 640-47000-252	Wine For Resale	\$72.00	1080118828	WINE
E 640-47000-259	Freight	\$26.46	1080118829	FREIGHT
E 640-47000-252	Wine For Resale	\$2,284.57	1080118829	WINE
Total WIRTZ BEVERAGE MN WINE & SPIRI		\$18,613.82		
Paid Chk# 093911	12/18/2013	Z WINES USA LLC		
E 640-47000-252	Wine For Resale	\$548.00	12503A	WINE
Total Z WINES USA LLC		\$548.00		
Paid Chk# 093912	12/23/2013	DEPUTY REGISTRAR 126		
E 409-43100-550	Vehicles	\$1,191.27	STREET TRU	NEW STREET TRUCK REGISTRATION
Total DEPUTY REGISTRAR 126		\$1,191.27		
Paid Chk# 093913	12/27/2013	ASSOC.OF MN BUILDING OFFICIALS		
E 101-42400-433	Dues, Licensing & Seminars	\$100.00	2014 DUES	2014 DUES
Total ASSOC.OF MN BUILDING OFFICIALS		\$100.00		
Paid Chk# 093914	12/27/2013	BANYON DATA SYSTEMS		

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E 101-41500-433	Dues, Licensing & Seminars		\$1,809.56	00150826	SOFTWARE SUPPORT
	Total BANYON DATA SYSTEMS		\$1,809.56		
Paid Chk# 093915	12/27/2013	BARTLEY, CHAD			
E 640-48000-321	Telephone		\$420.00	2014	CELL PHONE 2014
	Total BARTLEY, CHAD		\$420.00		
Paid Chk# 093916	12/27/2013	BETH, JERRY			
E 640-48000-341	General Promotions		\$150.00	1/7/14	BAR MUSIC 1/7/14
	Total BETH, JERRY		\$150.00		
Paid Chk# 093917	12/27/2013	BLOOMQUIST, RICK			
E 640-48000-341	General Promotions		\$400.00	1/4/14	BAR MUSIC SAT.1/4/14
	Total BLOOMQUIST, RICK		\$400.00		
Paid Chk# 093918	12/27/2013	BLUE CROSS AND BLUE SHIELD			
G 101-21706	Health Insurance		\$39,834.00	JAN.2014	HEALTH INS. JAN.2014
	Total BLUE CROSS AND BLUE SHIELD		\$39,834.00		
Paid Chk# 093919	12/27/2013	DELTA DENTAL OF MINNESOTA			
G 101-21717	Dental Insurance		\$1,504.55	5342378	JAN.2014 DENTAL INS.
	Total DELTA DENTAL OF MINNESOTA		\$1,504.55		
Paid Chk# 093920	12/27/2013	MAEGER, STEVEN			
E 640-47000-321	Telephone		\$420.00	2014	CELL PHONE 2014
	Total MAEGER, STEVEN		\$420.00		
Paid Chk# 093921	12/27/2013	METROPOLITAN COUNCIL			
E 620-40000-386	Other Utilities		\$33,718.65	0001028257	SEWER SERVICE
	Total METROPOLITAN COUNCIL		\$33,718.65		
Paid Chk# 093922	12/27/2013	MMBA			
E 640-47000-433	Dues, Licensing & Seminars		\$149.00	1029979	2014 DUES
E 640-48000-433	Dues, Licensing & Seminars		\$150.00	1029979	2014 DUES
	Total MMBA		\$299.00		
Paid Chk# 093923	12/27/2013	MN NCPERS LIFE INSURANCE			
G 101-21715	PERA Term Life		\$48.00	1/2014	LIFE INS.JAN.2014
	Total MN NCPERS LIFE INSURANCE		\$48.00		
Paid Chk# 093924	12/27/2013	REYCRAFT, TOM			
E 640-48000-341	General Promotions		\$300.00	1/2/14	BAR MUSIC 1/2/14
	Total REYCRAFT, TOM		\$300.00		
Paid Chk# 093925	12/27/2013	RJ AHMANN COMPANY			
E 640-47000-361	General Liability Ins		\$4,800.00	123191	LIQ.LIAB.INS.2014
E 640-48000-361	General Liability Ins		\$22,207.60	123191	LIQ.LIAB.INS.2014
	Total RJ AHMANN COMPANY		\$27,007.60		
Paid Chk# 093926	12/27/2013	SECURITY PRODUCTS COMPANY			
E 640-47000-433	Dues, Licensing & Seminars		\$429.10	168486	ALARM MONITORING 2014
E 640-48000-433	Dues, Licensing & Seminars		\$429.10	168486	ALARM MONITORING 2014
	Total SECURITY PRODUCTS COMPANY		\$858.20		
Paid Chk# 093927	12/27/2013	U.S. POSTMASTER			
E 101-49200-322	Postage		\$200.00	PERMIT 99	FIRST CLASS MAIL PERMIT - 2014
	Total U.S. POSTMASTER		\$200.00		
Paid Chk# 093928	12/30/2013	ADVANCED IMAGING SOLUTIONS			
E 620-40000-200	Office Supplies (GENERAL)		\$9.14	38730	SUPPLIES

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E 101-45200-200	Office Supplies (GENERAL)	\$18.28	38730		SUPPLIES
E 101-43100-200	Office Supplies (GENERAL)	\$18.28	38730		SUPPLIES
E 610-40000-200	Office Supplies (GENERAL)	\$9.14	38730		SUPPLIES
Total	ADVANCED IMAGING SOLUTIONS	\$54.84			
Paid Chk# 093929	12/30/2013	AERO MATERIAL HANDLING			
E 101-41940-404	Repairs/Maint - Machin/Equip	\$380.00	2130739A		ANNUAL INSPECTION OF CRANE & HOIST
Total	AERO MATERIAL HANDLING	\$380.00			
Paid Chk# 093930	12/30/2013	AFSCME COUNCIL			
G 101-21709	PW Union dues	\$423.94	DEC.2013		PW UNION DUES DEC.2013
Total	AFSCME COUNCIL	\$423.94			
Paid Chk# 093931	12/30/2013	AIRTECH			
E 437-40000-404	Repairs/Maint - Machin/Equip	\$231.00	16991		LIBRARY MAINT.
Total	AIRTECH	\$231.00			
Paid Chk# 093932	12/30/2013	AMERICAN TEST CENTER			
E 101-42200-241	Safety equip/testings	\$920.00	2133576		FD SAFETY TESTING
Total	AMERICAN TEST CENTER	\$920.00			
Paid Chk# 093933	12/30/2013	APPLE TIME INC.			
E 101-42100-499	Miscellaneous	\$258.13	18621		PD SUPPLIES
Total	APPLE TIME INC.	\$258.13			
Paid Chk# 093934	12/30/2013	ASPEN MILLS			
E 101-42200-217	Uniforms	\$576.16	144303		FD UNIFORMS
Total	ASPEN MILLS	\$576.16			
Paid Chk# 093935	12/30/2013	AT&T MOBILITY			
E 101-41940-321	Telephone	\$156.62			CELL PHONE SERVICE
E 101-41940-321	Telephone	\$201.24			CELL PHONE SERVICE
Total	AT&T MOBILITY	\$357.86			
Paid Chk# 093936	12/30/2013	BARTON SAND & GRAVEL CO.			
E 610-40000-225	Repair & Maint - System	\$685.08	ACCT.WA950		BINDER ROCK
Total	BARTON SAND & GRAVEL CO.	\$685.08			
Paid Chk# 093937	12/30/2013	BEST & FLANAGAN			
E 101-41500-304	Legal Fees	\$1,640.00	439535		549 HARRINGTON RD
G 101-20310	Escrow	\$414.25	440343		BAY CENTER ESCROW
E 101-41500-304	Legal Fees	\$2,834.20	440345		CELL TOWER
G 101-20310	Escrow	\$1,275.00	440564		ANCHOR BANK ESCROW
Total	BEST & FLANAGAN	\$6,163.45			
Paid Chk# 093938	12/30/2013	BIFFS, INC.			
E 101-45200-415	Other Equipment Rentals	\$42.80	W514880		SERVICE
Total	BIFFS, INC.	\$42.80			
Paid Chk# 093939	12/30/2013	C.S. MCCROSSAN CONSTRUCTION			
E 430-46113-309	Contractual Services	\$338,769.99	7		HOLDRIDGE
Total	C.S. MCCROSSAN CONSTRUCTION	\$338,769.99			
Paid Chk# 093940	12/30/2013	CARQUEST OF WAYZATA			
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$17.29	6973-202562		PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$33.13	6973-203800		PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$23.11	6973-203850		PARTS
E 101-43100-210	Operating Supplies (GENERAL)	\$23.66	6973-204694		PARTS
Total	CARQUEST OF WAYZATA	\$97.19			

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Paid Chk#	093941	12/30/2013	CLAREY S SAFETY EQUIPMENT	
E 101-42200-217	Uniforms	\$2,014.95	153257	FD UNIFORMS
E 101-42200-217	Uniforms	\$2,014.95	153258	FD UNIFORMS
E 101-42200-217	Uniforms	\$2,014.95	153259	FD UNIFORMS
E 101-42200-240	Small Tools and Minor Equip	\$2,212.25	153289	FD TOOLS
E 101-42200-240	Small Tools and Minor Equip	\$318.06	153428	FD TOOLS
E 101-42200-240	Small Tools and Minor Equip	\$296.01	153456	FD TOOLS
Total	CLAREY S SAFETY EQUIPMENT	\$8,871.17		
Paid Chk#	093942	12/30/2013	COMMERCIAL ASPHALT CO.	
E 430-40000-309	Contractual Services	\$90.81	ACCT.WA950	ASPHALT
Total	COMMERCIAL ASPHALT CO.	\$90.81		
Paid Chk#	093943	12/30/2013	CRYSTEEL/TBEI, INC.	
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$134.66	FP153399	PARTS
Total	CRYSTEEL/TBEI, INC.	\$134.66		
Paid Chk#	093944	12/30/2013	CUSHMAN MOTOR COMPANY, INC.	
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$64.11	162024	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$131.40	162070	PARTS
Total	CUSHMAN MOTOR COMPANY, INC.	\$195.51		
Paid Chk#	093945	12/30/2013	DAKOTA SUPPLY GROUP	
E 610-40000-211	Meter supplies	\$406.40	8240282	WATER METERS
E 620-40000-211	Meter supplies	\$406.45	8240282	WATER METERS
G 610-14100	Inventory of Material/Supply	\$1,397.41	8274586	WATER METERS
G 620-14100	Inventory of Material/Supply	\$1,397.41	8274586	WATER METERS
Total	DAKOTA SUPPLY GROUP	\$3,607.67		
Paid Chk#	093946	12/30/2013	DEHMER FIRE PROTECTION	
E 101-42200-241	Safety equip/testings	\$132.50	0561	ANNUAL TESTING
Total	DEHMER FIRE PROTECTION	\$132.50		
Paid Chk#	093947	12/30/2013	DIVERSIFIED ELECTRIC INC.	
E 408-40000-309	Contractual Services	\$11,125.68	1308	STREET LIGHT REPLACEMENT
E 620-40000-225	Repair & Maint - System	\$395.00	1311	LIFTSTATION REPAIR
E 101-45203-220	Repair/Maint Supply (GENERAL)	\$610.00	1312	GROVE LANE/FERNDAL LIGHT POLE
E 101-41940-401	Repairs/Maint Buildings	\$1,916.25	1315	BLDG.MAINT.
E 640-47000-409	Maint services & Improv	\$5,125.19	1316	MUNI MAINT.
E 640-48000-409	Maint services & Improv	\$5,668.95	1317	MUNI MAINT.
E 437-40000-404	Repairs/Maint - Machin/Equip	\$339.12	1318	LIBRARY REPAIRS
E 640-48000-404	Repairs/Maint - Machin/Equip	\$2,281.70	1319	BAR A/C
Total	DIVERSIFIED ELECTRIC INC.	\$27,461.89		
Paid Chk#	093948	12/30/2013	EMBEDDED SYSTEMS, INC.	
E 101-42500-409	Maint services & Improv	\$502.08	33387	CIVIL DEFENSE SIREN MAINT.
Total	EMBEDDED SYSTEMS, INC.	\$502.08		
Paid Chk#	093949	12/30/2013	EMERYS TREE SERVICE, INC.	
E 404-40000-309	Contractual Services	\$1,930.95	18712	TREE REMOVAL
Total	EMERYS TREE SERVICE, INC.	\$1,930.95		
Paid Chk#	093950	12/30/2013	GRAINGER, INC.	
E 101-41940-210	Operating Supplies (GENERAL)	\$39.26	9309815653	SUPPLIES
G 101-20300	Deposits Payable	\$259.65	9309815653	SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)	\$13.09	9309815679	SUPPLIES
Total	GRAINGER, INC.	\$312.00		
Paid Chk#	093951	12/30/2013	GROVES, JAMES	

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E 101-42100-331	Mileage & Expense Account	\$11.25	REIMB.	MEAL REIMB.
Total GROVES, JAMES		\$11.25		
Paid Chk# 093952	12/30/2013	H&L MESABI		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$428.09	89238	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$330.25	89409	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$402.02	89410	PARTS
Total H&L MESABI		\$1,160.36		
Paid Chk# 093953	12/30/2013	HENN.CNTY.ACCTG.SERVICES		
E 101-43100-241	Safety equip/testings	\$31.67	1000037366	PW SAFETY EQUIP.
Total HENN.CNTY.ACCTG.SERVICES		\$31.67		
Paid Chk# 093954	12/30/2013	HENN.CNTY.INFO.TECH.DEPT.		
E 101-42200-323	Radio Units	\$564.40	131138053	RADIO CONNECTION
E 101-42100-323	Radio Units	\$574.90	131138054	RADIO CONNECTION
E 620-40000-323	Radio Units	\$100.00	131138070	RADIO CONNECTION
E 610-40000-323	Radio Units	\$100.00	131138070	RADIO CONNECTION
E 101-43100-323	Radio Units	\$161.10	131138070	RADIO CONNECTION
E 101-45200-323	Radio Units	\$100.00	131138070	RADIO CONNECTION
Total HENN.CNTY.INFO.TECH.DEPT.		\$1,600.40		
Paid Chk# 093955	12/30/2013	HERITAGE SHADE TREE CONSULTANT		
E 430-40000-302	Consultants	\$4,139.63	5363	URBAN FORESTRY CONSULTING
E 101-41910-302	Consultants	\$575.00	5364	URBAN FORESTRY CONSULTING
Total HERITAGE SHADE TREE CONSULTANT		\$4,714.63		
Paid Chk# 093956	12/30/2013	HOME DEPOT		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$823.02		SUPPLIES
Total HOME DEPOT		\$823.02		
Paid Chk# 093957	12/30/2013	ISC COMPANIES INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$45.02	1354115	PARTS
Total ISC COMPANIES INC.		\$45.02		
Paid Chk# 093958	12/30/2013	JOHN DEERE LANDSCAPES		
E 101-45200-240	Small Tools and Minor Equip	\$200.87	66907076	TOOLS
Total JOHN DEERE LANDSCAPES		\$200.87		
Paid Chk# 093959	12/30/2013	LAKE MINNETONKA ERU		
E 101-42100-434	Training and schools	\$360.00	2013 RIPLEY	PD CONFERENCE
Total LAKE MINNETONKA ERU		\$360.00		
Paid Chk# 093960	12/30/2013	LAMBERT, JEFFREY W.		
E 101-42120-304	Legal Fees	\$2,847.50	ACCT.928.002	LEGAL SERVICES
Total LAMBERT, JEFFREY W.		\$2,847.50		
Paid Chk# 093961	12/30/2013	LAW ENFORCEMENT LABOR SERVICES		
G 101-21707	Police union dues	\$405.00	DEC.2013	PD UNION DUES DEC.2013
Total LAW ENFORCEMENT LABOR SERVICES		\$405.00		
Paid Chk# 093962	12/30/2013	LAWSON PRODUCTS		
E 610-40000-210	Operating Supplies (GENERAL)	\$75.95	9302112748	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)	\$75.93	9302112748	SUPPLIES
E 101-45200-210	Operating Supplies (GENERAL)	\$75.95	9302112748	SUPPLIES
E 101-43100-210	Operating Supplies (GENERAL)	\$75.95	9302112748	SUPPLIES
Total LAWSON PRODUCTS		\$303.78		
Paid Chk# 093963	12/30/2013	LOFFLER COMPANIES, INC.		

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E 409-40000-540	Equipment		\$2,614.29	1673576	NEW COMPUTERS
Total LOFFLER COMPANIES, INC.			\$2,614.29		
Paid Chk# 093964	12/30/2013	LONG LAKE TRU VALUE			
E 101-43100-210	Operating Supplies (GENERAL)		\$86.14	ACCT.5318	SUPPLIES
E 101-41940-210	Operating Supplies (GENERAL)		\$41.79	ACCT.5318	SUPPLIES
E 620-40000-210	Operating Supplies (GENERAL)		\$15.42	ACCT.5318	SUPPLIES
Total LONG LAKE TRU VALUE			\$143.35		
Paid Chk# 093965	12/30/2013	MADDEN, GALANTER, HANSEN, LLP			
E 101-41500-306	Personnel Expense		\$375.00		LABOR RELATIONS
E 101-41500-306	Personnel Expense		\$2,654.46		LABOR RELATIONS
Total MADDEN, GALANTER, HANSEN, LLP			\$3,029.46		
Paid Chk# 093966	12/30/2013	MED COMPASS			
E 101-42200-306	Personnel Expense		\$291.00	22628	FD EXAMS
E 101-42200-306	Personnel Expense		\$1,201.00	22637	FD EXAMS
Total MED COMPASS			\$1,492.00		
Paid Chk# 093967	12/30/2013	MENARD S			
E 640-47000-499	Miscellaneous		\$150.00		SUPPLIES
E 640-48000-499	Miscellaneous		\$152.74		SUPPLIES
Total MENARD S			\$302.74		
Paid Chk# 093968	12/30/2013	METCO, INC.			
E 101-42200-323	Radio Units		\$1,597.78	13-1209	FD RADIOS
E 101-42200-323	Radio Units		\$1,421.43	13-1211	FD RADIOS
E 101-42200-323	Radio Units		\$2,089.94	13-1212	FD RADIOS
Total METCO, INC.			\$5,109.15		
Paid Chk# 093969	12/30/2013	METRO SALES INC.			
E 630-40000-200	Office Supplies (GENERAL)		\$800.00	572987	COPIER OVERAGES
E 101-42100-200	Office Supplies (GENERAL)		\$322.80	572987	COPIER OVERAGES
Total METRO SALES INC.			\$1,122.80		
Paid Chk# 093970	12/30/2013	MEYER, BORGMAN, JOHNSON			
E 101-42400-309	Contractual Services		\$3,175.00	13.537.0-3	PLAN REVIEW SERVICES
Total MEYER, BORGMAN, JOHNSON			\$3,175.00		
Paid Chk# 093971	12/30/2013	MIDWAY FORD			
E 409-43100-550	Vehicles		\$17,720.38	97016	STREET TRUCK
Total MIDWAY FORD			\$17,720.38		
Paid Chk# 093972	12/30/2013	MIDWEST ASPHALT			
E 430-40000-309	Contractual Services		\$160,792.02	FINAL	WAYZ.BLVD.
Total MIDWEST ASPHALT			\$160,792.02		
Paid Chk# 093973	12/30/2013	MILLER, FRED			
E 235-40000-302	Consultants		\$1,525.00	53	WCTV
Total MILLER, FRED			\$1,525.00		
Paid Chk# 093974	12/30/2013	MINNETONKA, CITY OF			
E 101-43200-309	Contractual Services		\$31,416.00	ENVIRON.HE	2013 ENVIRONMENTAL HEALTH INSPECTIONS
Total MINNETONKA, CITY OF			\$31,416.00		
Paid Chk# 093975	12/30/2013	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# 093976	12/30/2013	NAPA AUTO PARTS			

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E 101-42100-404	Repairs/Maint - Machin/Equip		\$300.06	117049	PARTS
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$84.36	117103	PARTS
Total NAPA AUTO PARTS			\$384.42		
Paid Chk# 093977	12/30/2013	NEWMAN TRAFFIC SIGNS			
E 101-43100-226	Sign Repair Materials		\$162.24	0269678	SIGNS
Total NEWMAN TRAFFIC SIGNS			\$162.24		
Paid Chk# 093978	12/30/2013	NORTH EMS EDUCATION			
E 101-42100-434	Training and schools		\$200.00	PSA629	PD TRAINING
Total NORTH EMS EDUCATION			\$200.00		
Paid Chk# 093979	12/30/2013	NYS CHILD SUPPPORT PROCESSING			
G 101-21710	County WH		\$204.75	NR07016J1	WITHHOLDING ORDER
Total NYS CHILD SUPPPORT PROCESSING			\$204.75		
Paid Chk# 093980	12/30/2013	OFFICE DEPOT			
E 101-41500-200	Office Supplies (GENERAL)		(\$46.86)	686028786001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$13.58	688764516001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$70.69	688764594001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$11.14	688764595001	SUPPLIES
E 640-48000-200	Office Supplies (GENERAL)		\$148.20	689576333001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)		\$90.00	689576333001	SUPPLIES
E 101-42100-200	Office Supplies (GENERAL)		\$22.27	689576432001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$10.82	689675781001	SUPPLIES
E 101-41500-200	Office Supplies (GENERAL)		\$74.38	689675837001	SUPPLIES
Total OFFICE DEPOT			\$394.22		
Paid Chk# 093981	12/30/2013	PAKOR INC.			
E 101-41500-200	Office Supplies (GENERAL)		\$225.23	912788	SUPPLIES
Total PAKOR INC.			\$225.23		
Paid Chk# 093982	12/30/2013	PETERSON, TODD			
E 101-42100-331	Mileage & Expense Account		\$11.25	REIMB.	MEAL REIMB.
Total PETERSON, TODD			\$11.25		
Paid Chk# 093983	12/30/2013	PITTSBURGH PAINTS			
E 101-43100-210	Operating Supplies (GENERAL)		\$43.65	940603007022	SUPPLIES
Total PITTSBURGH PAINTS			\$43.65		
Paid Chk# 093984	12/30/2013	POPP TELECOM			
E 101-41940-321	Telephone		\$852.18		SERVICE
E 610-40000-323	Radio Units		\$95.30		SERVICE
E 620-40000-323	Radio Units		\$35.74		SERVICE
Total POPP TELECOM			\$983.22		
Paid Chk# 093985	12/30/2013	RANDY S SANITATION			
E 650-47800-384	Refuse/Garbage Disposal		\$6,340.00		ORGANICS
E 650-47500-384	Refuse/Garbage Disposal		\$8,365.04		LABOR
E 640-48000-384	Refuse/Garbage Disposal		\$348.93		BAR
E 640-47000-384	Refuse/Garbage Disposal		\$100.00		STORE
E 650-47800-386	Other Utilities		\$54.75		ORGANICS DISPOSAL
E 101-41940-386	Other Utilities		\$327.12		CH & PW
E 650-47500-386	Other Utilities		\$3,099.65		DISPOSAL
E 650-47500-384	Refuse/Garbage Disposal		\$989.40		DRIVE UP
E 650-47500-384	Refuse/Garbage Disposal		\$1,274.06		KARTS
E 650-47600-309	Contractual Services		\$3,804.00		RECYCLING
E 650-47500-384	Refuse/Garbage Disposal		\$70.20		STICKERS

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Total RANDY S SANITATION		\$24,773.15		
Paid Chk# 093986	12/30/2013	RISVOLD, MICHAEL		
E 101-42100-331	Mileage & Expense Account	\$10.00	REIMB.	MTG.MEAL
Total RISVOLD, MICHAEL		\$10.00		
Paid Chk# 093987	12/30/2013	SAINT PAUL RIVERFRONT CORP.		
E 233-40000-302	Consultants	\$14,000.00	WAYZATA201	LAKEFRONT
Total SAINT PAUL RIVERFRONT CORP.		\$14,000.00		
Paid Chk# 093988	12/30/2013	SCHARBER & SONS		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$42.43	P14635	PARTS
Total SCHARBER & SONS		\$42.43		
Paid Chk# 093989	12/30/2013	SHORT ELLIOTT HENDRICKSON INC.		
G 101-20310	Escrow	\$8,353.12	276627	SPRINT ESCROW PROJECT
Total SHORT ELLIOTT HENDRICKSON INC.		\$8,353.12		
Paid Chk# 093990	12/30/2013	SIGNS NOW		
E 101-42200-210	Operating Supplies (GENERAL)	\$1,160.18	26298	FD FLAGS
Total SIGNS NOW		\$1,160.18		
Paid Chk# 093991	12/30/2013	SPRINT		
E 101-42100-323	Radio Units	\$137.44	134573312-14	PD
E 101-42200-323	Radio Units	\$325.09	523093316-14	FD
Total SPRINT		\$462.53		
Paid Chk# 093992	12/30/2013	SRF CONSULTING GROUP, INC.		
E 401-40000-309	Contractual Services	\$6,086.83	08291.00-1	SUP.BLVD.ROW VACATION
Total SRF CONSULTING GROUP, INC.		\$6,086.83		
Paid Chk# 093993	12/30/2013	STEPP MANUFACTURING CO., INC.		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$8.55	45487	PARTS
Total STEPP MANUFACTURING CO., INC.		\$8.55		
Paid Chk# 093994	12/30/2013	STREICHER S		
E 101-42100-217	Uniforms	\$64.11	I1062518	PD UNIFORMS
Total STREICHER S		\$64.11		
Paid Chk# 093995	12/30/2013	STROUD SAFETY APPAREL LLC		
E 101-45200-241	Safety equip/testings	\$60.00	SSA14352	SAFETY EQUIP
E 610-40000-241	Safety equip/testings	\$60.00	SSA14352	SAFETY EQUIP
E 101-43100-241	Safety equip/testings	\$60.00	SSA14352	SAFETY EQUIP
E 620-40000-241	Safety equip/testings	\$60.00	SSA14352	SAFETY EQUIP
Total STROUD SAFETY APPAREL LLC		\$240.00		
Paid Chk# 093996	12/30/2013	SUBURBAN TIRE WHOLESALE INC.		
E 101-42100-404	Repairs/Maint - Machin/Equip	\$133.51	10123059	PD TIRES
Total SUBURBAN TIRE WHOLESALE INC.		\$133.51		
Paid Chk# 093997	12/30/2013	TESSMAN SEED CO.		
E 101-45200-216	Chemicals and Chem Products	\$553.08	S187162	CHEMICALS
Total TESSMAN SEED CO.		\$553.08		
Paid Chk# 093998	12/30/2013	UNIFORMS UNLIMITED		
E 101-42200-217	Uniforms	\$47.10	185789	FD UNIFORMS
Total UNIFORMS UNLIMITED		\$47.10		
Paid Chk# 093999	12/30/2013	UPS STORE		
E 610-40000-210	Operating Supplies (GENERAL)	\$11.75		SHIPPING EXP.

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E 640-48000-499	Miscellaneous		\$57.93		SUPPLIES
	Total UPS STORE		\$69.68		
Paid Chk# 094000	12/30/2013	USA BLUE BOOK			
E 610-40000-241	Safety equip/testings		\$72.71	215566	SAFETY VESTS
E 620-40000-241	Safety equip/testings		\$72.71	215566	SAFETY VESTS
E 610-40000-216	Chemicals and Chem Products		\$1,294.84	215566	CHEMICALS
E 101-43100-241	Safety equip/testings		\$9.97	215738	SAFETY HAT
	Total USA BLUE BOOK		\$1,450.23		
Paid Chk# 094001	12/30/2013	VERIZON WIRELESS			
E 101-42100-323	Radio Units		\$160.06	9716519566	PD
E 101-42200-323	Radio Units		\$12.34	9716959916	FD
	Total VERIZON WIRELESS		\$172.40		
Paid Chk# 094002	12/30/2013	VICKERS CONSULTING SERVICES			
E 101-42200-499	Miscellaneous		\$500.00	023208	FD GRANT WRITING
	Total VICKERS CONSULTING SERVICES		\$500.00		
Paid Chk# 094003	12/30/2013	VIKING AWARDS & RECOGNITION			
E 101-42200-499	Miscellaneous		\$320.63	114978	FD SUPPLIES
	Total VIKING AWARDS & RECOGNITION		\$320.63		
Paid Chk# 094004	12/30/2013	VISA - FIRSTNATIONAL BANK OMAH			
E 640-48000-499	Miscellaneous		\$27.84		BAR EMPL.ADS
E 235-40000-499	Miscellaneous		\$30.00		SHORTSTACK SOFTWARE
	Total VISA - FIRSTNATIONAL BANK OMAH		\$57.84		
Paid Chk# 094005	12/30/2013	WAYZATA CHAMBER OF COMMERCE			
E 101-43100-331	Mileage & Expense Account		\$20.00	5615	LUNCHEON
	Total WAYZATA CHAMBER OF COMMERCE		\$20.00		
Paid Chk# 094006	12/30/2013	WAYZATA TIRE & AUTO			
E 101-42200-404	Repairs/Maint - Machin/Equip		\$88.26	108876	FD REPAIRS
	Total WAYZATA TIRE & AUTO		\$88.26		
Paid Chk# 094007	12/30/2013	WESTSIDE WHOLESALE TIRE			
E 101-43100-210	Operating Supplies (GENERAL)		\$144.28	317489	PARTS/SUPPLIES
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$1,485.05	715902	PARTS/SUPPLIES
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$236.38	716566	PARTS/SUPPLIES
	Total WESTSIDE WHOLESALE TIRE		\$1,865.71		
Paid Chk# 094008	12/30/2013	YOCUM OIL			
E 101-49200-212	Motor Fuels		\$845.36	596875	FUEL
E 101-49200-212	Motor Fuels		\$1,722.57	598107	FUEL
E 101-49200-212	Motor Fuels		\$824.14	599107	FUEL
E 101-49200-212	Motor Fuels		\$1,727.58	599400	FUEL
	Total YOCUM OIL		\$5,119.65		
Paid Chk# 094009	12/30/2013	ZAHL-PMC			
E 101-43100-210	Operating Supplies (GENERAL)		\$130.54	0194526	SUPPLIES
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$149.23	0194977	SUPPLIES
	Total ZAHL-PMC		\$279.77		
Paid Chk# 094010	12/31/2013	AMARA			
E 640-47000-252	Wine For Resale		\$102.00	1347	WINE
E 640-47000-259	Freight		\$3.00	1347	FREIGHT
	Total AMARA		\$105.00		

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Paid Chk#	094011	12/31/2013	ARCTIC GLACIER INC.		
E 640-47000-254	Soft Drinks/Mix For Resale		\$95.24	462336407	ICE
	Total ARCTIC GLACIER INC.		\$95.24		
Paid Chk#	094012	12/31/2013	BELLBOY BAR SUPPLY CORP.		
E 640-47000-251	Liquor For Resale		\$2,982.93	41063000	LIQ
E 640-47000-259	Freight		\$28.43	41063000	FREIGHT
E 640-47000-252	Wine For Resale		(\$112.00)	41066800	WINE
E 640-47000-252	Wine For Resale		\$184.00	41069400	WINE
E 640-47000-259	Freight		\$1.55	41069400	FREIGHT
E 640-47000-256	MISC.MDSE.RESALE		\$502.69	6393700	CIGARS
E 640-47000-259	Freight		\$5.06	89513200	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale		\$169.00	89513200	MISC.RESALE
E 640-47000-210	Operating Supplies (GENERAL)		\$57.97	89513200	SUPPLIES
	Total BELLBOY BAR SUPPLY CORP.		\$3,819.63		
Paid Chk#	094013	12/31/2013	BERNICK'S WINE		
E 640-47000-254	Soft Drinks/Mix For Resale		\$226.15	100440	MISC.
E 640-47000-253	Beer For Resale		\$165.55	100441	BEER
E 640-47000-254	Soft Drinks/Mix For Resale		\$249.58	102663	MISC.
E 640-47000-253	Beer For Resale		\$288.55	102664	BEER
	Total BERNICK'S WINE		\$929.83		
Paid Chk#	094014	12/31/2013	BERRY COFFEE COMPANY		
E 640-48000-254	Soft Drinks/Mix For Resale		\$188.95	1140972	COFFEE
	Total BERRY COFFEE COMPANY		\$188.95		
Paid Chk#	094015	12/31/2013	CINTAS CORPORATION		
E 640-48000-210	Operating Supplies (GENERAL)		\$63.52	5000698321	FIRST AID SUPPLIES
	Total CINTAS CORPORATION		\$63.52		
Paid Chk#	094016	12/31/2013	COCA-COLA		
E 640-48000-254	Soft Drinks/Mix For Resale		\$989.69	0158054518	MISC.BEV.
	Total COCA-COLA		\$989.69		
Paid Chk#	094017	12/31/2013	COZZINI BROS., INC.		
E 640-48500-415	Other Equipment Rentals		\$73.48	C677586	KNIFE EXCHANGE
	Total COZZINI BROS., INC.		\$73.48		
Paid Chk#	094018	12/31/2013	DAHLHEIMER DISTRIBUTING CO.		
E 640-48000-253	Beer For Resale		\$436.00	16876	BEER
E 640-47000-253	Beer For Resale		\$918.00	16877	BEER
E 640-48000-253	Beer For Resale		\$214.00	17005	BEER
E 640-47000-253	Beer For Resale		\$615.96	17006	BEER
	Total DAHLHEIMER DISTRIBUTING CO.		\$2,183.96		
Paid Chk#	094019	12/31/2013	DAY DISTRIBUTING		
E 640-47000-253	Beer For Resale		\$1,967.30	731636	BEER
E 640-48000-253	Beer For Resale		\$787.00	732567	BEER
E 640-47000-253	Beer For Resale		\$2,656.35	732700	BEER
E 640-48000-253	Beer For Resale		\$150.00	733389	BEER
E 640-47000-253	Beer For Resale		\$133.00	733390	BEER
E 640-48000-210	Operating Supplies (GENERAL)		\$186.18	733391	SUPPLIES
E 640-47000-253	Beer For Resale		\$1,744.85	733462	BEER
	Total DAY DISTRIBUTING		\$7,624.68		
Paid Chk#	094020	12/31/2013	DIRECTV		
E 640-48000-415	Other Equipment Rentals		\$339.84	22077983665	SERVICE

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Total DIRECTV			\$339.84		
Paid Chk# 094021	12/31/2013	DOMACE VINO			
E 640-47000-252	Wine For Resale		\$456.00	6815	WINE
E 640-47000-259	Freight		\$4.00	6815	FREIGHT
Total DOMACE VINO			\$460.00		
Paid Chk# 094022	12/31/2013	EXCELSIOR BREWING COMPANY			
E 640-48000-253	Beer For Resale		\$320.00	2887	BEER
Total EXCELSIOR BREWING COMPANY			\$320.00		
Paid Chk# 094023	12/31/2013	FLAHERTY S HAPPY TYME CO.			
E 640-47000-254	Soft Drinks/Mix For Resale		\$92.40	28346	MISC.MDSE.RESALE
Total FLAHERTY S HAPPY TYME CO.			\$92.40		
Paid Chk# 094024	12/31/2013	G & K SERVICES			
E 640-48500-217	Uniforms		\$349.73	1013865072	UNIFORMS & SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)		\$206.10	1013876384	UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$145.00	1013876384	UNIFORMS & SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)		\$156.62	1013887853	UNIFORMS & SUPPLIES
E 640-48500-217	Uniforms		\$200.00	1013887853	UNIFORMS & SUPPLIES
Total G & K SERVICES			\$1,057.45		
Paid Chk# 094025	12/31/2013	GRAPE BEGINNINGS, INC.			
E 640-47000-252	Wine For Resale		\$1,272.00	160976	WINE
E 640-47000-259	Freight		\$22.50	160976	FREIGHT
E 640-47000-252	Wine For Resale		\$720.00	161235	WINE
E 640-47000-259	Freight		\$11.25	161235	FREIGHT
E 640-47000-252	Wine For Resale		\$1,932.00	161428	WINE
E 640-47000-259	Freight		\$27.00	161428	FREIGHT
E 640-47000-259	Freight		\$2.25	161482	FREIGHT
E 640-47000-252	Wine For Resale		\$180.00	161482	WINE
Total GRAPE BEGINNINGS, INC.			\$4,167.00		
Paid Chk# 094026	12/31/2013	HEGGIES PIZZA			
E 640-48500-255	FOODIngredients For Resale		\$134.40	1424033	FOOD
Total HEGGIES PIZZA			\$134.40		
Paid Chk# 094027	12/31/2013	HOHENSTEINS INC.			
E 640-47000-253	Beer For Resale		\$351.00	680949	BEER
Total HOHENSTEINS INC.			\$351.00		
Paid Chk# 094028	12/31/2013	JJ TAYLOR DISTRIBUTING OF MN			
E 640-48000-253	Beer For Resale		\$139.00	2106368	BEER
E 640-48000-253	Beer For Resale		\$302.80	2162568	BEER
E 640-47000-253	Beer For Resale		\$1,872.70	2162842	BEER
E 640-48000-253	Beer For Resale		\$303.20	2168420	BEER
Total JJ TAYLOR DISTRIBUTING OF MN			\$2,617.70		
Paid Chk# 094029	12/31/2013	JOHNSON BROS.-ST.PAUL			
E 640-47000-259	Freight		\$13.70	1740540	FREIGHT
E 640-47000-252	Wine For Resale		\$488.90	1740540	WINE
E 640-47000-251	Liquor For Resale		\$1,901.95	1740541	LIQ
E 640-47000-259	Freight		\$18.73	1740541	FREIGHT
E 640-47000-252	Wine For Resale		\$851.25	1740542	WINE
E 640-47000-259	Freight		\$15.07	1740542	FREIGHT
E 640-47000-251	Liquor For Resale		\$907.95	1740543	LIQ
E 640-47000-259	Freight		\$14.38	1740543	FREIGHT
E 640-47000-252	Wine For Resale		\$2,038.20	1741952	WINE

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E 640-47000-259	Freight	\$42.47	1741952	FREIGHT
E 640-47000-259	Freight	\$4.11	1741953	FREIGHT
E 640-47000-251	Liquor For Resale	\$303.00	1741953	LIQ
E 640-47000-254	Soft Drinks/Mix For Resale	\$156.05	1741954	MISC.
E 640-47000-259	Freight	\$5.48	1741954	FREIGHT
E 640-47000-259	Freight	\$0.11	1744885	FREIGHT
E 640-47000-259	Freight	\$36.99	1744886	FREIGHT
E 640-47000-252	Wine For Resale	\$3,017.10	1744886	WINE
E 640-47000-251	Liquor For Resale	\$421.65	1744887	LIQ
E 640-47000-259	Freight	\$5.48	1744887	FREIGHT
E 640-47000-259	Freight	\$26.03	1744888	FREIGHT
E 640-47000-252	Wine For Resale	\$1,510.00	1744888	WINE
E 640-47000-259	Freight	\$1.37	1744889	FREIGHT
E 640-47000-251	Liquor For Resale	\$87.55	1744889	LIQ
E 640-47000-252	Wine For Resale	\$278.90	1744890	WINE
E 640-47000-259	Freight	\$6.85	1744890	FREIGHT
E 640-47000-259	Freight	\$5.48	1744891	FREIGHT
E 640-47000-251	Liquor For Resale	\$594.94	1744891	LIQ
E 640-47000-259	Freight	\$12.33	1746189	FREIGHT
E 640-47000-252	Wine For Resale	\$896.00	1746189	WINE
E 640-47000-252	Wine For Resale	\$388.90	1747998	WINE
E 640-47000-259	Freight	\$8.22	1747998	FREIGHT
E 640-47000-259	Freight	\$2.74	1747999	FREIGHT
E 640-47000-251	Liquor For Resale	\$180.75	1747999	LIQ
E 640-47000-252	Wine For Resale	\$566.75	1748000	WINE
E 640-47000-259	Freight	\$9.59	1748000	FREIGHT
E 640-47000-251	Liquor For Resale	\$241.80	1748001	WINE
E 640-47000-259	Freight	\$3.22	1748001	FREIGHT
E 640-47000-259	Freight	\$8.22	1750073	FREIGHT
E 640-47000-252	Wine For Resale	\$295.80	1750073	WINE
E 640-47000-251	Liquor For Resale	\$1,731.79	1750074	LIQ
E 640-47000-259	Freight	\$21.92	1750074	FREIGHT
E 640-47000-252	Wine For Resale	(\$5.52)	603013	WINE
Total JOHNSON BROS.-ST.PAUL		\$17,116.20		
Paid Chk# 094030	12/31/2013	KARLSBURGER FOODS, INC.		
E 640-48500-255	FOODIngredients For Resale	\$332.25	5-000058889	FOOD
Total KARLSBURGER FOODS, INC.		\$332.25		
Paid Chk# 094031	12/31/2013	LINNIHAN FOY		
E 640-48000-340	Advertising	\$630.00	480-00	BAR AD
E 640-47000-340	Advertising	\$630.00	480-00	STORE AD
E 640-47000-340	Advertising	\$265.00	481-00	STORE AD
E 640-48000-340	Advertising	\$265.00	481-00	BAR AD
Total LINNIHAN FOY		\$1,790.00		
Paid Chk# 094032	12/31/2013	MAIN STREET BAKERY		
E 640-48500-255	FOODIngredients For Resale	\$107.67	232735	FOOD
E 640-48500-255	FOODIngredients For Resale	\$125.68	232902	FOOD
E 640-48500-255	FOODIngredients For Resale	\$167.72	233004	FOOD
E 640-48500-255	FOODIngredients For Resale	\$239.29	233128	FOOD
E 640-48500-255	FOODIngredients For Resale	\$142.75	233223	FOOD
E 640-48500-255	FOODIngredients For Resale	\$74.53	233302	FOOD
E 640-48500-255	FOODIngredients For Resale	\$68.40	233376	FOOD
E 640-48500-255	FOODIngredients For Resale	\$120.52	233442	FOOD
E 640-48500-255	FOODIngredients For Resale	\$117.25	233455	FOOD
E 640-48500-255	FOODIngredients For Resale	\$177.10	233518	FOOD
Total MAIN STREET BAKERY		\$1,340.91		

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Paid Chk#	094033	12/31/2013	NEW FRANCE WINE COMPANY		
E 640-47000-259	Freight		\$4.50	86996	FREIGHT
E 640-47000-252	Wine For Resale		\$336.00	86996	WINE
Total	NEW FRANCE WINE COMPANY		\$340.50		
Paid Chk#	094034	12/31/2013	NORTHWESTERN FRUIT COMPANY		
E 640-48500-255	FOODIngredients For Resale		\$290.40	771987	FOOD
E 640-48500-255	FOODIngredients For Resale		\$241.60	772157	FOOD
E 640-48500-255	FOODIngredients For Resale		\$365.85	772347	FOOD
E 640-48500-255	FOODIngredients For Resale		\$682.55	772500	FOOD
E 640-48500-255	FOODIngredients For Resale		\$571.55	772719	FOOD
E 640-48000-253	Beer For Resale		\$68.35	772883	BEER
E 640-48000-251	Liquor For Resale		\$40.00	772883	LIQ
E 640-48500-255	FOODIngredients For Resale		\$60.00	772883	FOOD
Total	NORTHWESTERN FRUIT COMPANY		\$2,320.30		
Paid Chk#	094035	12/31/2013	PARLEY LAKE WINERY		
E 640-47000-252	Wine For Resale		\$756.00	5515	WINE
Total	PARLEY LAKE WINERY		\$756.00		
Paid Chk#	094036	12/31/2013	PAUSTIS & SONS		
E 640-47000-259	Freight		\$2.25	8429756	FREIGHT
E 640-47000-251	Liquor For Resale		\$164.00	8429756	LIQ
E 640-47000-259	Freight		\$17.50	8429758	FREIGHT
E 640-47000-252	Wine For Resale		\$1,509.00	8429758	WINE
E 640-48000-252	Wine For Resale		\$153.00	8429761	WINE
E 640-47000-252	Wine For Resale		\$1,146.00	8430544	WINE
E 640-47000-259	Freight		\$12.50	8430544	FREIGHT
E 640-48000-252	Wine For Resale		\$153.00	8430549	WINE
E 640-47000-252	Wine For Resale		\$256.00	8430966	WINE
E 640-47000-252	Wine For Resale		\$1,887.52	8431175	WINE
E 640-47000-259	Freight		\$23.75	8431175	FREIGHT
E 640-48000-252	Wine For Resale		\$191.25	8431204	WINE
Total	PAUSTIS & SONS		\$5,515.77		
Paid Chk#	094037	12/31/2013	PHILLIPS WINES & SPIRITS		
E 640-47000-252	Wine For Resale		\$1,822.00	2532487	WINE
E 640-47000-259	Freight		\$27.40	2532487	FREIGHT
E 640-47000-251	Liquor For Resale		\$183.65	2532488	LIQ
E 640-47000-259	Freight		\$2.74	2532488	FREIGHT
E 640-47000-259	Freight		\$16.43	2535430	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,373.99	2535430	LIQ
E 640-47000-252	Wine For Resale		\$2,103.90	2535431	WINE
E 640-47000-259	Freight		\$32.88	2535431	FREIGHT
E 640-47000-259	Freight		\$29.45	2537457	FREIGHT
E 640-47000-252	Wine For Resale		\$2,035.76	2537457	WINE
E 640-47000-259	Freight		\$18.97	2537458	FREIGHT
E 640-47000-251	Liquor For Resale		\$2,244.80	2537458	LIQ
E 640-47000-259	Freight		\$2.74	2538761	FREIGHT
E 640-47000-251	Liquor For Resale		\$352.00	2538761	LIQ
Total	PHILLIPS WINES & SPIRITS		\$11,246.71		
Paid Chk#	094038	12/31/2013	SECURITY PRODUCTS COMPANY		
E 640-48000-404	Repairs/Maint - Machin/Equip		\$215.00	1091930	SERVICE
Total	SECURITY PRODUCTS COMPANY		\$215.00		
Paid Chk#	094039	12/31/2013	SOUTHERN WINE & SPIRITS OF MN		
E 640-47000-252	Wine For Resale		\$420.00	1113000	WINE

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E 640-47000-259	Freight	\$1.00	1113000	FREIGHT
E 640-47000-259	Freight	\$15.14	1113019	FREIGHT
E 640-47000-252	Wine For Resale	\$2,543.50	1113019	WINE
E 640-47000-252	Wine For Resale	\$1,076.00	1113020	WINE
E 640-47000-259	Freight	\$11.50	1113020	FREIGHT
E 640-47000-259	Freight	\$1.15	1113021	FREIGHT
E 640-47000-251	Liquor For Resale	\$202.48	1113021	LIQ
E 640-47000-259	Freight	\$25.88	1113022	FREIGHT
E 640-47000-251	Liquor For Resale	\$3,992.29	1113022	LIQ
E 640-47000-259	Freight	\$9.20	1113023	FREIGHT
E 640-47000-252	Wine For Resale	\$806.00	1113023	WINE
E 640-47000-259	Freight	\$1.15	1113024	FREIGHT
E 640-47000-251	Liquor For Resale	\$89.91	1113024	LIQ
E 640-47000-259	Freight	\$3.00	1115463	FREIGHT
E 640-47000-252	Wine For Resale	\$963.00	1115463	WINE
E 640-47000-252	Wine For Resale	\$2,196.67	1115474	WINE
E 640-47000-259	Freight	\$19.46	1115474	FREIGHT
E 640-47000-259	Freight	\$33.92	1115475	FREIGHT
E 640-47000-251	Liquor For Resale	\$4,860.90	1115475	LIQ
Total	SOUTHERN WINE & SPIRITS OF MN	\$17,272.15		

Paid Chk# 094040	12/31/2013	STRATEGIC EQUIPMENT AND		
E 640-48500-210	Operating Supplies (GENERAL)	\$75.48	2135140	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$13.88	2135141	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$385.22	2135141	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$27.05	2137878	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$146.43	2137879	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$302.54	2137881	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$62.64	2137881	PROMO FOOD
E 640-48000-210	Operating Supplies (GENERAL)	\$35.92	2139678	SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$22.56	2139679	SUPPLIES
E 640-48500-210	Operating Supplies (GENERAL)	\$156.71	2139679	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$62.65	2139679	PROMO FOOD
Total	STRATEGIC EQUIPMENT AND	\$1,291.08		

Paid Chk# 094041	12/31/2013	SUNBURST CHEMICALS, INC.		
E 640-48500-210	Operating Supplies (GENERAL)	\$673.16	0316122	SUPPLIES
Total	SUNBURST CHEMICALS, INC.	\$673.16		

Paid Chk# 094042	12/31/2013	SYSCO MINNESOTA		
E 640-48500-255	FOODIngredients For Resale	\$2,441.45	312160748	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$71.28	312160748	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$31.17	312160748	PROMO FOOD
E 640-48000-251	Liquor For Resale	\$22.78	312160748	LIQ
E 640-48000-251	Liquor For Resale	\$57.96	312181181	LIQ
E 640-48000-342	Promotions - Food/Drinks	\$31.17	312181181	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	\$4,461.21	312181181	FOOD
E 640-48000-251	Liquor For Resale	\$60.80	312201314	LIQ
E 640-48500-210	Operating Supplies (GENERAL)	\$183.06	312201314	SUPPLIES
E 640-48000-342	Promotions - Food/Drinks	\$27.84	312201314	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,325.51	312201314	FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$186.85	312230651	SUPPLIES
E 640-48000-251	Liquor For Resale	\$36.36	312230651	LIQ
E 640-48000-342	Promotions - Food/Drinks	\$59.05	312230651	PROMO FOOD
E 640-48500-255	FOODIngredients For Resale	\$3,732.30	312230651	FOOD
E 640-48500-255	FOODIngredients For Resale	\$69.20	312261254	FOOD
E 640-48500-255	FOODIngredients For Resale	\$5,725.79	312271153	FOOD
E 640-48000-342	Promotions - Food/Drinks	\$31.17	312271153	PROMO FOOD

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E 640-48500-210	Operating Supplies (GENERAL)	\$65.90	312271153		SUPPLIES
E 640-48000-251	Liquor For Resale	\$35.83	312271153		LIQ
E 640-48500-255	FOODIngredients For Resale	\$4,736.77	312300687		FOOD
E 640-48500-210	Operating Supplies (GENERAL)	\$158.07	312300687		SUPPLIES
E 640-48000-251	Liquor For Resale	\$183.39	312300687		LIQ
E 640-48000-342	Promotions - Food/Drinks	\$90.22	312300687		PROMO FOOD
Total SYSCO MINNESOTA		\$25,825.13			
Paid Chk# 094043	12/31/2013	THORPE DISTRIBUTING CO.			
E 640-47000-253	Beer For Resale	(\$88.00)	701097		BEER
E 640-47000-253	Beer For Resale	\$1,792.15	793999		BEER
E 640-47000-253	Beer For Resale	\$6,109.35	795335		BEER
E 640-47000-253	Beer For Resale	\$128.45	795336		BEER
E 640-48000-253	Beer For Resale	\$706.00	795339		BEER
E 640-48000-253	Beer For Resale	\$410.00	796375		BEER
E 640-47000-253	Beer For Resale	\$2,084.80	797034		BEER
E 640-47000-253	Beer For Resale	\$161.25	797035		BEER
E 640-48000-253	Beer For Resale	\$105.00	797036		BEER
Total THORPE DISTRIBUTING CO.		\$11,409.00			
Paid Chk# 094044	12/31/2013	TOLL GAS & WELDING SUPPLY			
E 640-48000-210	Operating Supplies (GENERAL)	\$95.96	10001655		SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$86.59	10001725		SUPPLIES
E 640-48000-210	Operating Supplies (GENERAL)	\$43.50	337		SUPPLIES
Total TOLL GAS & WELDING SUPPLY		\$226.05			
Paid Chk# 094045	12/31/2013	ULTA-CHEM INC.			
E 640-48500-210	Operating Supplies (GENERAL)	\$566.77	1100240		SUPPLIES
Total ULTA-CHEM INC.		\$566.77			
Paid Chk# 094046	12/31/2013	WILLIAMS, CRAIG			
E 640-48500-130	Employer Paid Ins	\$300.00	DEC.2013		HEALTH INS.DEC.2013
Total WILLIAMS, CRAIG		\$300.00			
Paid Chk# 094047	12/31/2013	WINE COMPANY			
E 640-47000-252	Wine For Resale	\$120.00	349169		WINE
E 640-47000-252	Wine For Resale	\$1,412.01	349917		WINE
Total WINE COMPANY		\$1,532.01			
Paid Chk# 094048	12/31/2013	WINE MERCHANT			
E 640-47000-259	Freight	\$1.37	484339		FREIGHT
E 640-47000-252	Wine For Resale	\$152.00	484339		WINE
E 640-47000-252	Wine For Resale	\$5,830.91	484880		WINE
E 640-47000-259	Freight	\$38.36	484880		FREIGHT
E 640-47000-259	Freight	\$2.74	485189		FREIGHT
E 640-47000-252	Wine For Resale	\$344.00	485189		WINE
E 640-47000-259	Freight	\$19.18	485796		FREIGHT
E 640-47000-252	Wine For Resale	\$3,653.33	485796		WINE
E 640-47000-252	Wine For Resale	\$280.00	486477		WINE
E 640-47000-259	Freight	\$1.48	486477		FREIGHT
E 640-47000-252	Wine For Resale	(\$210.74)	63650		WINE
Total WINE MERCHANT		\$10,112.63			
Paid Chk# 094049	12/31/2013	WIRTZ BEVERAGE MN BEER			
E 640-47000-253	Beer For Resale	\$2,725.15	1090154634		BEER
E 640-47000-253	Beer For Resale	\$86.00	1090154635		BEER
E 640-48000-253	Beer For Resale	\$344.00	1090155160		BEER
E 640-47000-253	Beer For Resale	\$374.00	1090158450		BEER
E 640-47000-253	Beer For Resale	\$130.50	1090160502		BEER

***Check Detail Register©**

December 2013 to January 2014

		Check Amt	Invoice	Comment
E 640-47000-253	Beer For Resale	\$86.00	1090160503	BEER
E 640-47000-253	Beer For Resale	\$2,801.85	1090160504	BEER
E 640-47000-253	Beer For Resale	(\$52.77)	3273	BEER
Total WIRTZ BEVERAGE MN BEER		\$6,494.73		

Paid Chk# 094050	12/31/2013	WIRTZ BEVERAGE MN WINE & SPIRI		
E 640-47000-259	Freight	\$55.51	1080121518	FREIGHT
E 640-47000-251	Liquor For Resale	\$4,586.24	1080121518	LIQ
E 640-47000-254	Soft Drinks/Mix For Resale	\$183.13	1080121518	MISC.
E 640-47000-252	Wine For Resale	\$2,838.76	1080121519	WINE
E 640-47000-259	Freight	\$49.30	1080121519	FREIGHT
E 640-47000-251	Liquor For Resale	\$3,506.43	1080123917	LIQ
E 640-47000-259	Freight	\$33.03	1080123917	FREIGHT
E 640-47000-254	Soft Drinks/Mix For Resale	\$51.96	1080123917	MISC.
E 640-47000-252	Wine For Resale	\$1,342.00	1080123918	WINE
E 640-47000-259	Freight	\$13.05	1080123918	FREIGHT
E 640-47000-259	Freight	\$22.47	1080126474	FREIGHT
E 640-47000-251	Liquor For Resale	\$2,062.14	1080126474	LIQ
E 640-47000-259	Freight	\$13.05	1080126475	FREIGHT
E 640-47000-252	Wine For Resale	\$1,660.00	1080126475	WINE
E 640-47000-251	Liquor For Resale	(\$60.80)	2080025734	LIQ
Total WIRTZ BEVERAGE MN WINE & SPIRI		\$16,356.27		

Paid Chk# 094051	12/31/2013	WOODFORD, RICHARD		
E 640-47000-130	Employer Paid Ins	\$300.00	DEC.2013	HEALTH INS.DEC.2013
Total WOODFORD, RICHARD		\$300.00		

Paid Chk# 094052	12/31/2013	Z WINES USA LLC		
E 640-47000-259	Freight	\$10.00	12600	FREIGHT
E 640-47000-252	Wine For Resale	\$305.00	12600	WINE
Total Z WINES USA LLC		\$315.00		

10100 Anchor Bank \$1,235,333.94

Fund Summary

10100 Anchor Bank	
101 GENERAL FUND	\$185,966.22
233 LAKFRONT IMPROVE	\$14,000.00
235 CABLE TV	\$6,409.71
240 DWI FORFIETURES	\$5.15
304 CENTRAL AREA REDEV	\$41,724.52
314 WIDSTEN	\$450.00
401 PERM IMPROVEMENT	\$13,521.21
404 PARK AND TRAIL CIP	\$1,930.95
408 GENERAL FUND CIF	\$11,125.68
409 EQUIP REVOLVING	\$26,160.73
430 STREET CIP	\$505,349.77
437 LIBRARY/COMM.ROOM CIP	\$570.12
610 WATER FUND	\$10,303.39
620 SEWER FUND	\$37,872.90
630 MOTOR VEHICLE	\$856.38
640 LIQUOR	\$351,129.11
650 SOLID WASTE	\$27,958.10
	\$1,235,333.94

RESOLUTION NO. 02-2014

**A RESOLUTION APPROVING APPOINTMENT OF
WAYZATA FIRE DEPARTMENT OFFICERS FOR 2014**

WHEREAS, the Wayzata Fire Department has reviewed and is recommending the appointment of the following Fire Department Officers through December 31, 2014:

Fire Chief	Kevin Klapprich
Assistant Fire Chief	Kurt Klapprich
Assistant Fire Chief	Dan Day
Fire Captain	Justin Anderson
Fire Lieutenant	Brandyn Springsted
Fire Lieutenant	John Berns
Fire Lieutenant	Troy Hoeffker
President	Rich Holm
Vice President	Reb Bowman
Secretary	Denise Kozojed

NOW, THEREFORE, BE IT RESOLVED that the City Council of Wayzata, Minnesota hereby approves the appointment of the aforesaid Fire Department Officers for the calendar year 2014, as elected by the members of the Wayzata Fire Department.

Adopted by the City Council of the City of Wayzata this 7th day of January, 2014.

Ken Willcox, Mayor

Attest: _____
Heidi Nelson, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

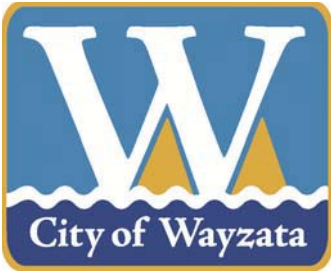
I hereby certify that the foregoing is a true and correct copy of Resolution No. 02-2014 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 7, 2014.

Becky Malone, Deputy City Clerk

SEAL

1/7/2014
THE FOLLOWING MUNICIPAL LICENSES
WERE APPROVED ADMINISTRATIVELY

2014 Tree License	
Andy's Lawn Care	Greenfield, MN
Bartlett Tree Experts	Plymouth, MN
2014 Gas Fitters License	
Air Mechanical	Ham Lake, MN
B & D Plumbing & Heating	St Michael, MN
Genz-Ryan Plumbing & Heating	Burnsville, MN
Heating & Cooling Two, Inc.	Maple Grove, MN
Linn Star Transfter, Inc.	Eden Prairie, MN
Lofgren Heating & A/C	Apple Valley, MN
MN Plumbing & Heating Inc.	Shakopee, MN
Norblom Plumbing	Minneapolis, MN



City of Wayzata

600 Rice Street

Wayzata, MN 55391-1734

Mayor:

Ken Willcox

City Council:

Jack Amdal

Bridget Anderson

Andrew Mullin

Tom Tanner

City Manager:

Heidi Nelson

MEMORANDUM

DATE: December 27, 2013

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Appointment of Steve Fox to the Communications Board

The appointment of Steve Fox to the Communications Board was inadvertently missed at the December 17, 2013 City Council Meeting. Staff recommends approval of the attached resolution appointing Steve Fox to a full three-year term on the Communications Board.

RESOLUTION NO. 03-2014

A RESOLUTION APPROVING COMMUNICATIONS BOARD APPOINTMENT

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

Section 1. BACKGROUND

- 1.1 Vacancy. On July 27, 2010, the Wayzata City Council approved Resolution No. 26-2010 and on December 17, 2013, the Wayzata City Council approved Resolution 48-2013 establishing a Communications Board consisting of a City Council Member, the City Manager, and five (5) to seven (7) citizen members, of which one (1) of these members may be a non-resident or Wayzata based business owner. At the end of 2013, the terms of two citizens expired. In addition, a one-year term was available for the remainder of a citizens term not filled. This created a minimum of three vacancies on the Communications Board.
- 1.2 Applicants. In September and October of 2013, the City Council requested applications from those who wished to be considered by the Council to fill the vacancies on the Communications Board. A total of four applications were received.
- 1.3 Appointments. On December 17, 2013, the City Council appointed residents Nancy Gnos and Susan Shank to serve full three-year terms, and non-resident Valentina Weis to serve the remainder of a term to expire on December 31, 2014.

Section 2. STANDARDS

- 2.1 City Council Appointment. Section 18 of the Revised Charter of the City of Wayzata empowers the City Council to create and appoint a Communications Board.

Section 3. CITY COUNCIL ACTION

- 3.1 The City Council of Wayzata hereby finds the following additional person eligible to serve as a member of the Wayzata Communications Board and appoints him a member of the Board as follows:
 1. Steve Fox shall serve a full three-year term to expire on December 31, 2016.

Adopted by the Wayzata City Council this 7th day of January 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:

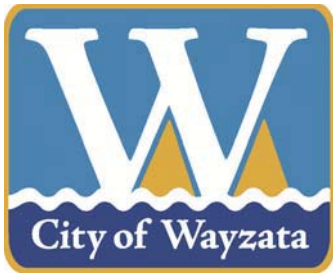
Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 03-2014 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 7, 2014.

Deputy City Clerk Becky Malone

SEAL



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

Mayor:
Ken Willcox

City Council:
Jack Amdal
Bridget Anderson
Andrew Mullin
Tom Tanner

City Manager:
Heidi Nelson

TO: Mayor Willcox and Councilmembers
Heidi Nelson, City Manager

FROM: Kathy Ovshak, Finance Manager

DATE: January 2, 2014

RE: 2014 Yard Waste Agreement with City of Plymouth

Attached for your review and approval is the 2014 Yard Waste Agreement with the City of Plymouth. This agreement is new for 2014. In years past Wayzata was billed from Plymouth for actual usage of the yard waste site (coupons that Wayzata residents have to present to gain access to the site). Wayzata residents will still have to present coupons but this agreement sets an annual fee of \$1 per capita rather than using coupon count to bill us. The 2014 amount will be \$3,688; 2013 we paid \$3,961; 2012 we paid \$3,665 and 2011 we paid \$2,912.

Over the years use of the Plymouth yard waste site has increased from our residents. Staff feels this is a benefit we wish to continue to offer Wayzata residents.

**AGREEMENT
FOR USE OF CITY OF PLYMOUTH
YARD WASTE SITE BY CITY OF WAYZATA**

This Agreement is made this ____ day of _____, 2013 by and between the City of Plymouth, a Minnesota municipal corporation [hereinafter "Plymouth"] and the City of Wayzata, a Minnesota municipal corporation [hereinafter "Wayzata"].

A. **AUTHORITY.** This Agreement is entered into pursuant to Minnesota Statute 471.59.

B. **PURPOSE.** The purpose of this Agreement is to provide yard waste disposal service for the residents of Wayzata.

C. PROCEDURES AT SITE.

1. Plymouth maintains a yard waste site at 14900 - 23rd Avenue North in Plymouth.
2. Plymouth will accept yard and wood waste, excluding stumps, from residents of the City of Wayzata and the City of Wayzata.
3. The Plymouth yard waste site attendant will verify residency, or city employment, or city contract, of site users according to an agreed upon method, and will record their usage in writing.
4. No money will be accepted at the Plymouth site.
5. Plymouth will provide complete information to Wayzata on the hours, rules, location and materials accepted at the Plymouth yard waste site.
6. Wayzata will inform their residents of the above information via their preferred method of communication.

D. **PAYMENT and NOTIFICATION.** Wayzata shall annually pay Plymouth a fee calculated by \$1 per capita. The fee in 2014 is \$3,688.00. Payment shall be made on or before January 1st, (and annually thereafter should the agreement be extended). Annually, on or before November 31, Plymouth shall notify Wayzata in writing or electronically of the required payment for the following calendar year.

E. **TERM.** This Agreement shall automatically be renewed for succeeding one year periods unless prior to January 1 annually one party notifies the other party that the Agreement is not renewed.

F. **INDEMNIFICATION.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Each party's liability shall be governed by the provisions of Minnesota Statutes 466 and other applicable law.

G. **SIGNATURES.** Executed as of the day and year first written above.

CITY OF PLYMOUTH

Kelli Slavik, Mayor

Dave Callister, City Manager

CITY OF WAYZATA

Ken Wilcox, Mayor

Heidi Nelson, City Manager

2014 Plymouth Yard Waste Drop-off 14900 23rd Ave. N. (under water tower)

SITE OPEN: First Wednesday in April through November 30 (weather permitting)

CLOSED:

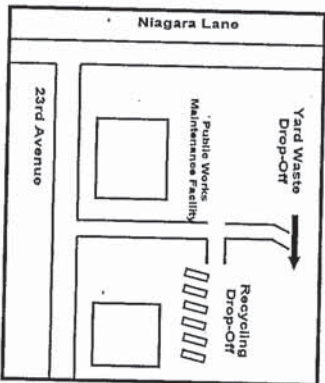
Mondays & Tuesdays — entire season
Major Holidays — Easter, July 4th, Veteran's Day & Thanksgiving

HOURS OF OPERATION:

Month	Weeknights	Weekends
April	W-F, 3 - 6 pm	9 am - 5 pm
May - August	W-F, 3 - 8 pm	9 am - 5 pm
Sept. - Nov.	W-F, 3 - 6 pm	9 am - 5 pm

Material Accepted:

- Spring & fall lawn rakings and thatch.
- Leaves
- Soft vegetative garden waste.
- Brush, logs & diseased trees.
- All materials must be kept separate from other yard wastes.
- No grass, lumber or stumps accepted.



Yard Waste Site Guidelines:

- Plymouth, Wayzata, Long Lake & Medicine Lake residents only. ID required.
- No commercial haulers/landscapers.
- Materials must be debagged by resident & bags taken home.
- Mulch may be available.

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SITE OPEN: First Wednesday in April through November 30 (weather permitting)

CLOSED:

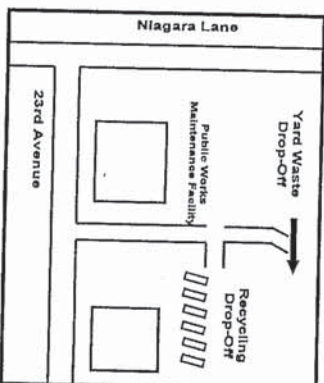
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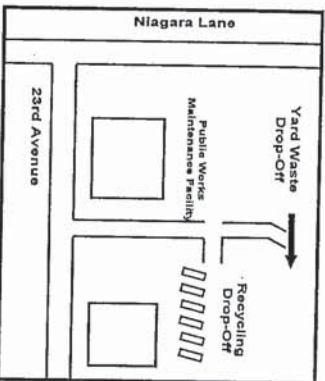
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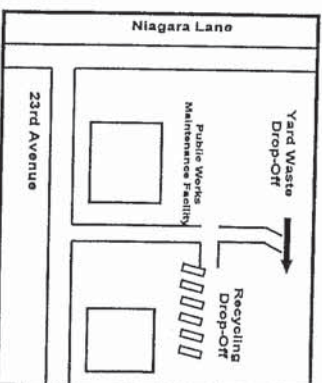
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CITY OF WAYZATA



ENGINEERING DEPARTMENT

MEMORANDUM

To: Wayzata City Council
From: Mike Kelly, City Engineer
Date: 01/03/2014
Re: Bushaway Road Final Plan Approval

On December 17, 2013, Hennepin County presented their Final Plan for the reconstruction of County State Aid Highway (CSAH 101), within the City of Wayzata, from the Gray's Bay Bridge to Wayzata Boulevard, to the City Council for their consideration.

The County requested final plan approval, concept landscape plan approval, authorization to finalize a Construction Cooperative Agreement and, clarification on a parking prohibition on McGinty Road. County staff presented their final plans and addressed conditions from the September 4, 2012 resolution. I have attached a copy of the resolution (45-2012) for your review.

The City Council provided the County with direction related to several elective items, detailed below.

1. The use of natural stone facing on the street side of all retaining walls = \$170,000
2. The inclusion of an ornamental railing on retaining wall G, adjacent to Locust Hills = \$12,000
3. The construction of a "Moderne"-style concrete bridge - \$26,000

The Council also discussed their priority to underground utilities along the corridor, utilizing Hennepin County's Roadside Enhancement Partnership Program to participate in the funding.

Several outstanding concerns were mentioned at the meeting meriting the City Council to direct the Landscape Committee to meet one additional time, prior to making their final decision on the project. These items included:

1. The inclusion or deletion of Wall I, adjacent to Locust Hills
2. The treatment of the guard rail on the west side of the causeway
3. The cable railing on the east side of the causeway, adjacent the trail
4. Street lighting at the intersection
5. Landscaping concerns adjacent to the Locust Hills parcel

The committee meeting was held on Thursday, January 2, 2014 and each of the items were discussed and resolved to the satisfaction of the committee. I have attached a copy of the presentation used at the meeting, for your review. In summary, the group agreed on the following decisions:

1. Wall I should be left in but, modification of the wall steps should be considered
2. The cable guard rail presented for the west side of the causeway was accepted
3. The cable railing on the east side of the causeway, adjacent to the trail, was accepted
4. The committee decided on a "shoebox" light fixture for the intersection and decided all posts and mast arms should be painted black.
5. Locust Hills representatives discussed their progress with the County and SRF and were generally accepting of the plans. An agreement between Locust Hills and the City may be necessary as final landscaping plans are completed.

Additionally, James Wisker, from the Minnehaha Creek Watershed District (MCWD), updated the committee on the treatment of the causeway shoreline and provided a summary of the MCWD's storm water permit review. He discussed that the MCWD and the County continue to discuss the shoreline treatment along the causeway and will be formalizing an agreement in the near future. He also mentioned that it appears that stormwater management on the project exceeds standard requirements by approximately 20%. The MCWD is looking to finalize the permit in late January. James will be attending the meeting on Tuesday night and will be available for questions, if necessary.

Finally, Hennepin County has finalized the Environmental Assessment Worksheet (EAW) process and has issued their Record of Decision (ROD). The decision states that the project does not have the potential for significant environmental effects. I have attached a portion of the ROD, for your review. The complete document, including comments and responses, can be found on the Hennepin County project page under the "Project Details" heading. (<http://www.hennepin.us/residents/transportation/co-rd-101-bushaway-rd>) A copy of the ROD is also available for review at Wayzata City Hall.

Following this memo, you will find a draft resolution (Resolution 04-2014) for your consideration.

County Road 101 Reconstruction Bushaway Road

Citizen Advisory Committee Meeting

January 2, 2014

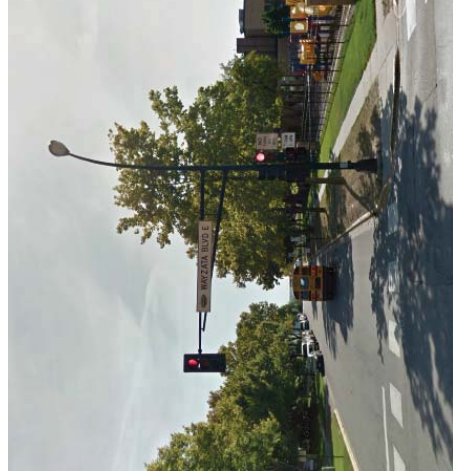


Wall I

****Committee decided to leave Wall I in the plans**



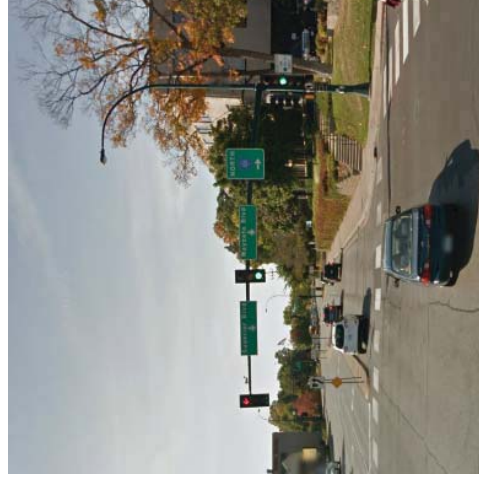
Signalized Intersection Lighting



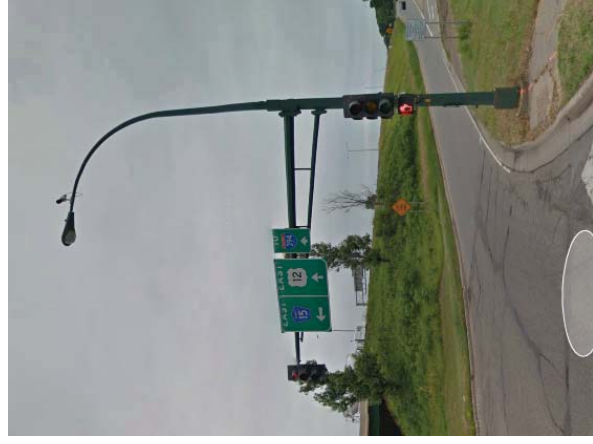
Broadway and Wayzata Blvd



Superior and Wayzata Blvd

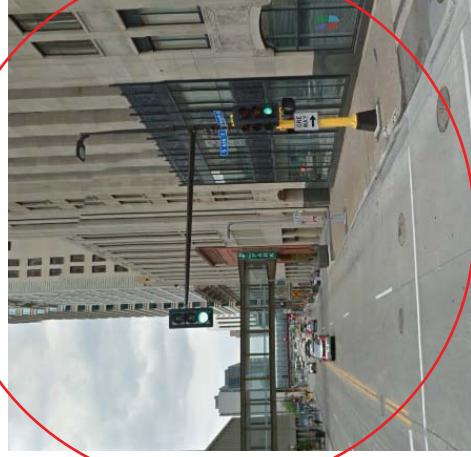


Central and Wayzata Blvd



CSAH 101 and Wayzata Blvd

****Committee selected the shoebox style fixture**



Minneapolis Shoebox Luminaire



CSAH 101 and Minnetonka Blvd

Non-signalized Intersection Lighting



L24-SE



> For the latest updates go to www.lumec.com

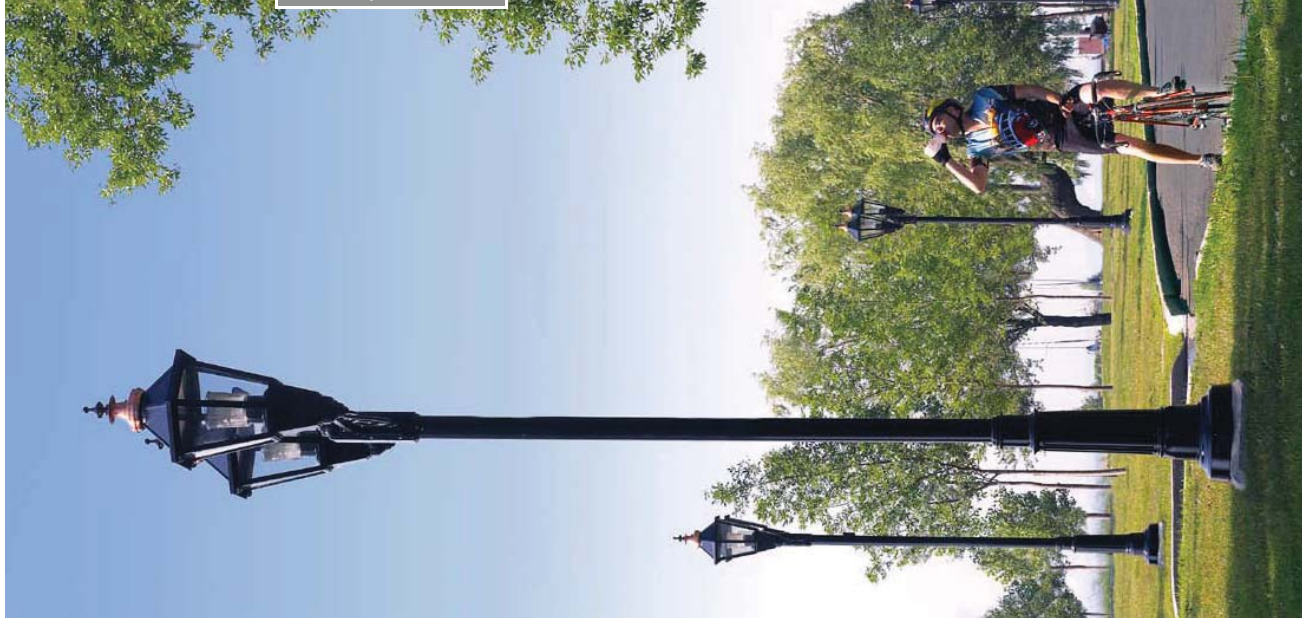
Hexagonal Lantern Series

The Hexagonal Lantern Series exemplifies Lumec's ability to blend of engineering know-how and old-time charm. The result is a luminaire that combines an antique appearance with modern performance. The shape of the luminaire warms the space while blending into most surroundings. Advanced optics give you the ability to illuminate your environment with the flair of a custom lighting fixture.

Characteristics

- > Constructed from top-quality materials, the Hexagonal Lantern Series maintains **excellent performance** in even the most demanding environment.
- > The L60 family is **available in two sizes**, offering solutions for a wide range of applications.
- > Prismatic RR **optics**, SE cutoff reflectors, SG arc-image-duplicating segmented reflectors, and the RACE optical system, are available to meet a range of lighting applications.
- > The luminaire is sealed with a gasketed closure to **maintain optical performance**.
- > A complete **selection of materials** and finishes are available, to complement your project.

****Committee decided to utilize similar light fixtures to those at Locust Hills in the area of LaSalle Street, where additional lighting is needed to make the sag curve more visible. Lighting should be downcast.**



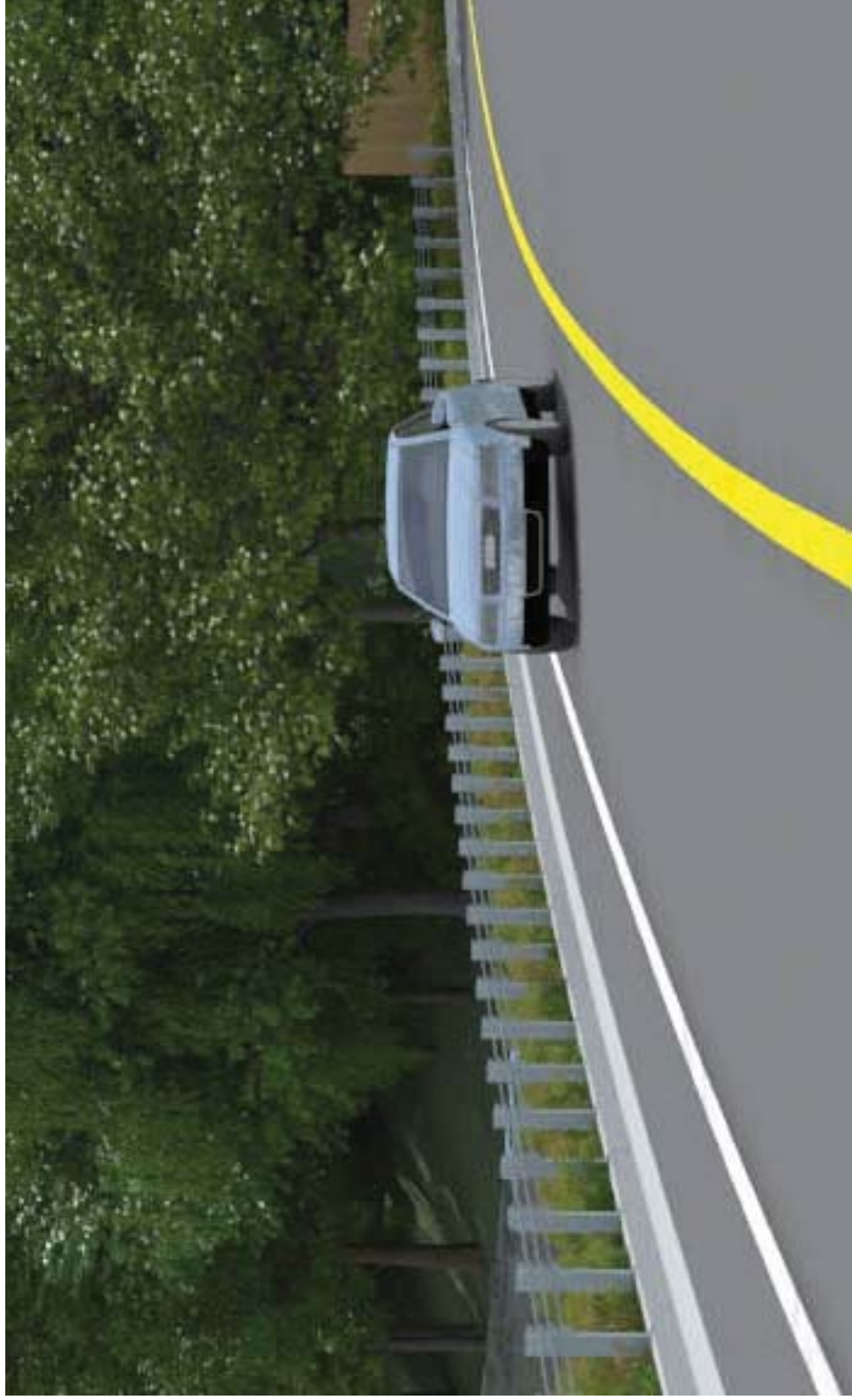
L4H00 > Waterfront Street

Hexagonal Lantern Series

LUMEC

Causeway Guardrail

**Committee was accepting of the proposed guard rail



Causeway Pedestrian Cable Railing

****Committee was accepting of the proposed cable railing, adjacent to the trail**



Causeway Pedestrian Cable Railing



Bridge Railing Style - "Gray's Bay"



Bridge Railing Style - "Lattice"

**Committee decided to use a lattice-style railing on the bridge over the railroad.



RECORD OF DECISION

COUNTY STATE AID HIGHWAY (CSAH) 101
(Bushaway Road)

From CSAH 5 to US HWY 12
In the Cities of Minnetonka, Wayzata, and Woodland
Hennepin County, Minnesota

S.A.P. 027-701-017
C.P. 9931

December 16, 2013

RECORD OF DECISION

I. ADMINISTRATIVE BACKGROUND

Pursuant to Minnesota R. 4410.4300, Hennepin County has prepared a discretionary Environmental Assessment Worksheet (EAW) for the proposed project. This Record of Decision addresses State of Minnesota environmental review requirements as established in Minnesota Rule 4410.1700. Hennepin County is the responsible government unit (RGU) for this project.

The EAW was filed with the Minnesota Environmental Quality Board (EQB) and circulated for review and comment to the required EAW distribution list. A Notice of Availability was published in the EQB Monitor on October 14, 2013, and a press release was issued to the Hennepin County press release list on October 14, 2013. The *Minneapolis Star Tribune* published an article about the project and EAW review period in the October 23, 2013 edition of the newspaper.

The public comment period ended November 14, 2013. The county extended the public comment period to November 16, 2013. All comments received were written comments. Comments were received from the Minnesota Department of Transportation (MnDOT), Department of Natural Resources (DNR), Metropolitan Council, Minnesota Pollution Control Agency (PCA), one current property owner, and one past property owner. All comments were considered in determining the potential for significant environmental impacts. Summaries of the comments received, and Hennepin County responses to those comments, are provided in Section III, below.

II. FINDINGS OF FACT AND CONCLUSIONS

As to the need for an Environmental Impact Statement (EIS) on this project and based on the record in this matter, including the EAW and comments received, Hennepin County makes the following Findings of Fact and Conclusions:

A. PROJECT DESCRIPTION

The proposed project is intended to address safety, longevity and the level of service of CSAH 101 to meet existing and future traffic demands including provisions for pedestrian and bicycle users.

The proposed project involves improving County State Aid Highway (CSAH) 101 from CSAH 5 (Minnetonka Boulevard) to US Highway 12. The roadway will be converted from a two-lane generally rural section roadway to a two-lane urban section with trail and segments of sidewalk.

B. PROJECT HISTORY

1. The project was not subject to a mandatory EAW. However, Hennepin County completed a discretionary EAW.
2. An EAW was prepared for the proposed project and distributed to the Environmental Quality Board (EQB) on October 7, 2013 and to the EQB mailing list on October 14, 2013.
3. A public news release containing information about the availability of the EAW for public review was issued to the Hennepin County press release list on October 14, 2013. The *Minneapolis Star Tribune* published an article about the project and EAW review period on October 23, 2013.
4. The EAW was provided in the Public Notices Section on Hennepin County's website.
5. Hard copies of the EAW were available for public review at:
 - A. Hennepin County Public Works Facility, 1600 Prairie Drive, Medina, MN
 - B. Hennepin County Library, 620 Rice Street, Wayzata, MN
 - C. Minnetonka City Hall, 14600 Minnetonka Boulevard, Minnetonka, MN
 - D. Wayzata City Hall, 600 Rice Street, Wayzata, MN
6. The EAW was noticed in the October 14, 2013 EQB Monitor. The public comment period ended November 14, 2013. The county extended the public comment period to November 16, 2013. Written comments were received from the Minnesota Department of Transportation (MnDOT), Department of Natural Resources (DNR), Metropolitan Council, Minnesota Pollution Control Agency (PCA), one current property owner, and one past property owner. A copy of these comment letters is hereby incorporated by reference.

C. CRITERIA FOR DETERMINING THE POTENTIAL FOR SIGNIFICANT ENVIRONMENTAL EFFECTS

Minnesota R. 4410.1700, subp. 1 states "an EIS shall be ordered for projects that have the potential for significant environmental affects." In deciding whether a project has the potential for significant environmental affects, Hennepin County must consider the four factors set out in Minnesota R. 4410.1700, subp. 7. With respect to each of these factors, the county finds as follows:

1. Type, Extent and Reversibility of Environmental Effects

The first factor that the county must consider is "type, extent and reversibility of environmental effects", Minnesota R. 4410.1700, subp. 7.A. The county's findings with respect to each of these issues are set forth below.

- a. The type of environmental impacts and mitigation efforts anticipated as part of this project include:

Potential Environmental Hazards

Two sites within the proposed project area potentially contain contaminated soils.

Additional investigation into the sites will be completed by the county, if needed, to determine whether there are contaminated soils, and if so whether they will be impacted by the proposed project.

The two parcels which comprise the railroad right-of-way within the Subject Corridor were classified as “high risk”. The rationale for this classification is the visible presence of treated wood and treated wood debris throughout the rail corridor. The potential also exists that discarded rail ties and/or other wastes could have been buried along this rail corridor over the many years the rail line has been located here. It is assumed that treated wood and treated wood debris could contain regulated hazardous substances.

The county’s project plans to lower the elevation of the existing railroad grade which will result in excess soil having to be managed and transported off-site. Management of excess soil and debris will be performed in compliance with MPCA’s “Best Management Practices for the Off-Site Reuse of Unregulated Fill”. Soils that exceed the criteria for unregulated fill will need to be disposed of in accordance with county, state and federal rules.

Wetland Impacts

The project area contains wetlands and four DNR Protected Public Waters delineated in 2010. Excluding Lake Minnetonka, approximately 0.10 acre of wetlands and 0.06 acre of wetland-ditch will be impacted by the project. Impacts to Lake Minnetonka are estimated at 0.06 acre of fill below the Ordinary High Water Level (OHW).

The nature of the project and the location of the wetlands are such that wetland avoidance opportunities are limited (because the wetlands in some areas are immediately across the roadway from one another, shifting the alignment does not allow for avoidance; one wetland or the other will be impacted). The nature of the project also limits wetland impact minimization applications for the project where major alignment shifts to avoid wetlands would compromise safety and design objectives for the project. Mitigation for wetland impacts will be completed as required.

Water Quality/Increased Impervious Surface Area

An increase in impervious surface area throughout the corridor would result in an increase in discharge rates and pollutant loading if no treatment is provided. However, discharged storm water will be conveyed to new proposed water quality basins to filter and infiltrate storm water runoff. The proposed project is anticipated to reduce total runoff volumes and rates from existing conditions. The proposed filtration and infiltration areas will reduce pollutant loading in addition to the rate and volume reductions. The project will be designed to meet watershed and state requirements.

Solid and Hazardous Wastes

The proposed project will require the demolition of two homes and other structures. Any buildings requiring demolition will be inspected for the presence of hazardous materials such as asbestos and lead-based paint. Any hazardous materials identified will be disposed of in accordance with applicable federal, state, and local regulations.

Noise

Minnesota State Noise Standards do not apply to certain roadways outside the cities of Minneapolis and St. Paul based upon exemption criteria found in Minnesota Statutes 2000 Section 116.07, Subpart 2a, and therefore noise analyses were not conducted for this project.

Parks

The project does not adversely impact any existing parkland. The City of Minnetonka owns parkland on the south side of the Grays Bay Bridge (marina) as well as a parking area and winter lake access on the north side of the Grays Bay bridge. The project does not require changes to the marina property. The project does include paving and other improvements of the parking area north of the bridge in accordance with the City of Minnetonka master plan for the area.

The City of Wayzata owns parkland on the east side of CSAH 101 adjacent to the Locust Hills development, dedicated as part of the Locust Hills development. A trail alignment was rough graded through the area during construction of the Locust Hills development. The proposed project would physically construct the trail.

The project includes the addition of an off road trail which is expected to provide better pedestrian and bicycle access to the Lake Minnetonka shorelines along Grays Bay as well as the marina, parking area, and trail features associated with the Locust Hills development.

Scenic Views and Vistas

Scenic views and vistas are unobstructed by project construction elements. A landscape project, developed through a community advisory committee, is proposed to be funded by Hennepin County to follow roadway construction. The landscape project is expected to mitigate aesthetic and vegetative impacts associated with roadway construction.

Archeological

The project area includes a portion of the Shaver Mounds 21HE27 located in the general vicinity of the Breezy Point Curve. The project may proceed with construction in accordance with correspondence from the Minnesota State Archeologist. Construction is proposed to be staged such that the work in the vicinity of the roundabout would be performed as a separate early task to accommodate the requirements stipulated by the State Archeologist.

Historical

Based upon a Mead and Hunt report provided to the The State Historic Preservation Office (SHPO) by the United States Army Corps of Engineers, a determination was made that no archaeological properties listed in or eligible for listing in the National Register of Historic Places will be affected by this project. The SHPO also did not concur that the area as defined in the Mead and Hunt report constitutes an eligible historic district meeting National Register Criterion A, for a variety of reasons.

The proposed project avoids any physical removal of existing walls, structures, and monuments that were noted as particular local historical concern.

The extent and reversibility of environmental impacts are consistent with those of a roadway expansion project.

2. Cumulative Potential Effects of Related or Anticipated Future Projects

The second factor that the county must consider is the “cumulative potential effects of related or anticipated future projects”, Minnesota R. 4410.1700 subp.7.B. The county’s findings with respect to this factor are set forth below.

As part of the guidance for cumulative impact analysis, the county needs to consider any existing projects or anticipated future projects. For the future projects, there needs to be a basis for expectation such as submitted permit applications, a completed EAW, or requests for plat approvals.

Metropolitan Council Environmental Services (MCES) prepared an EAW in 2008 for sanitary sewer construction, some of which will be performed during this roadway construction project. The 2008 Record of Decision for the MCES project, completed by the Minnesota Pollution Control Agency, indicated that both the Hennepin County roadway construction and MCES sanitary sewer construction have independent utility and have therefore been treated as such from an environmental documentation perspective, with separate EAWs prepared for each project. The MPCA further stated in the Record of Decision that Hennepin County would be the appropriate RGU for the roadway construction project.

In consideration of cumulative impacts between the MCES and Hennepin County construction, it should be noted that construction will occur at the same time, under one construction contract to better serve the public and environment both. From the 2008 Record of Decision, “while Hennepin County’s project and MCES’ project are not connected actions, it serves each agency, area residents and businesses, and the region well for the two agencies to coordinate the projects. [...] Also as noted in the EAW for the interceptor project, coordinating construction of the two projects will help minimize construction impacts.” The MPCA also states in Finding 19 of the 2008 Record of Decision that the “benefits to concurrent construction (e.g., reduction in soil erosion with a single exposure period as opposed to two exposure periods, reduction in traffic and access issues associated with multiple road closings, etc.) are anticipated to outweigh any such short-term cumulative construction-related impacts that may occur.”

At this time, no additional road work is anticipated to this segment of CSAH 101 in the future. Future development plans on behalf of the county and cities are undetermined. The proposed reconstructed roadway has low potential for cumulative impacts to resources directly or indirectly affected by the project.

Therefore, as stated in the EAW, this would not result in any significant cumulative potential effects.

3. Extent to Which Environmental Effects are Subject to Mitigation by Ongoing Public Regulatory Authority

a. The following permits or approvals will be required for the project:

Table 1. Permits and Approvals

Unit of Government	Type of Application	Status
Federal		
USACE	General Permit	To be obtained
State		
Department of Natural Resources (DNR)	DNR Public Waters Work Permit	To be obtained
DNR	Temporary Water Appropriation (dewatering)	May not be needed
Minnesota Board of Water and Soil Resources	Wetland Impact Plan	To be obtained
Minnesota Department of Transportation (MnDOT)	Work in Right-of-Way	To be obtained
Minnesota Department of Transportation	Bridge Plan Approval	Preliminary Submitted
Minnesota Department of Transportation	Turnback Funding Approval	To be obtained
Minnesota Department of Transportation	Review for Compliance for State Aid Rules and Policy by Certified Acceptance	To be obtained
Minnesota Pollution Control Agency (MPCA)	National Pollutant Discharge Elimination System (NPDES) – General Stormwater Permit for Construction Activity	To be obtained
Minnesota Department of Health	Watermain Plan Approval	To be obtained
Local		
City of Minnetonka	Municipal Approval	Preliminary Layout approved August 6, 2012
City of Minnetonka	Final Plan Approval	To be obtained
City of Woodland	Municipal Approval	Preliminary Layout approved September 10, 2012
City of Woodland	Final Plan Approval	To be obtained
City of Wayzata	Municipal Approval	Preliminary Layout approved September 4, 2012
City of Wayzata	Final Plan Approval	To be obtained
Minnehaha Creek Watershed District	Floodplain Alteration Erosion Control Wetland Protection Shoreline and Streambank Stabilization	Submitted – pending

Table 1. Permits and Approvals (CONTINUED)		
Unit of Government	Type of Application	Status
Minnehaha Creek Watershed District (CONTINUED)	Waterbody Crossings Stormwater WCA	Submitted – pending
City of Minnetonka	Erosion Control, Floodplain, Drainage, WCA	Submitted - pending
City of Wayzata	Erosion Control, Drainage, WCA, Wetland Protection	Submitted - pending
Other		
BNSF Railroad	Plan Approval	To be obtained

- b. The county finds that the potential environmental impacts of the project are subject to mitigation by ongoing regulatory authorities such that an EIS need not be prepared.

4. Extent to which Environmental Effects can be Anticipated and Controlled as a Result of Other Environmental Studies Undertaken by Public Agencies or the Project Proposer or of EISs Prepared on Similar Projects.

The fourth factor that the county must consider is “the extent to which environmental effects can be anticipated and controlled as a result of other environmental studies undertaken by public agencies or the project proposer, or of EISs previously prepared on similar projects,” Minnesota R. 4700.1700, subp. 7.D. The county’s findings with respect to this factor are set forth below:

The proposed project is subject to and has been coordinated with the following plans:

1. Hennepin County Transportation System Plan
2. City of Minnetonka Comprehensive Plan
3. City of Wayzata Comprehensive Plan
4. City of Woodland Comprehensive Plan

A previous draft discretionary EIS was completed by MnDOT in 1992, and finalized in 1995 for what was called at the time the “Trunk Highway 101/Grays Bay Bridge No. 3334 Replacement” Project. The project contemplated reconstruction of Trunk Highway 101 from Maple Hill Road in the cities of Minnetonka and Woodland on the south, and extended northward along the Grays Bay causeway terminating approximately 1,800 feet north of Grays Bay bridge in the City of Wayzata. The 1992 EIS stated that “the only significant negative environmental impact will be the placement of fill into Lake Minnetonka. The magnitude of this impact varies with each BUILD alternative depending on the Grays Bay bridge length and boat launch/parking improvements.” The build alternatives studied for that 1992 EIS included transverse encroachments into Lake Minnetonka ranging from of 1,100 to

1,950 feet. The scoped preferred alternative in the 1992 EIS included 5.34 acre-feet of floodplain and lake bed encroachment. Contrasting the above 1992 MnDOT EIS impacts with the proposed Hennepin County project impacts of 0.22 acre-feet of estimated floodplain impact and 0.06 acre of fill below the OHW, compounded with proposed mitigation leads to no anticipated significant uncontrolled environmental effects associated with the proposed project's overlap with the 1992 EIS.

The final EIS, completed in 1995 added one controversial impact associated with the Grays Bay bridge project, property acquisition and relocation. Property necessary for bridge and curve replacement construction was acquired prior to replacement of the bridge in 2001. The proposed project matches into the curve south of the bridge and therefore does not present the significant impacts that were associated with the reconstruction of the bridge.

The county finds that the environmental effects of the project can be anticipated and controlled as a result of the environmental review, planning, and permitting processes.

D. CONCLUSIONS

The preparation of CSAH 101 EAW and comments received on the EAW have generated information adequate to determine whether the proposed road construction project has the potential for significant environmental effects.

The EAW has identified areas where the potential for significant environmental effects exist, but appropriate measures have or will be incorporated into the project plan and/or permits to mitigate these effects. The project is anticipated to comply with all County, City, and review agency standards.

Based on the criteria established in Minnesota R. 4410.1700, the project does not have the potential for significant environmental effects.

Based on the Findings of Fact and Conclusions, the project does not have the potential for significant environmental impacts.

An Environmental Impact Statement is not required.



Director, Hennepin County Transportation Department and County Engineer

12/17/13

Date

CITY OF WAYZATA

RESOLUTION NO. 04-2014

**RESOLUTION APPROVING PLANS
FOR CSAH 101 (BUSHAWAY ROAD) RECONSTRUCTION;
AUTHORIZING CITY OF WAYZATA TO ENTER INTO COOPERATIVE
CONSTRUCTION AGREEMENT WITH HENNEPIN COUNTY**

WHEREAS, Resolution 45-2012 adopted on September 4, 2012 approved the preliminary Layout No. 6A plans, dated 08/29/2012, for the reconstruction of County State Aid Highway (CSAH) 101 within the City of Wayzata, from the Gray's Bay Bridge to Wayzata Boulevard are approved, with conditions; and

WHEREAS, Hennepin County seeks to receive final plan approval from each of the affected municipalities, prior to letting of the project; and

WHEREAS, Hennepin County seeks to receive concept landscape plan approval from the City of Wayzata; and

WHEREAS, the Wayzata City Council agrees that the conditions of Resolution 45-2012, attached as Exhibit A, have been accommodated and will be incorporated into the final plans and specifications for the project; and

WHEREAS, Hennepin County has agreed to participate and shall serve as the lead agency on the project through a construction cooperative agreement with the affected municipalities; and

WHEREAS, the City is committed to minimizing the potential environmental impacts of the project, especially loss of tree canopy, loss of scenic value, natural habitat, erosion control, and storm water management; and

WHEREAS, Hennepin County has requested that the City of Wayzata prohibit on-street parking within the project area and authorize Hennepin County to acquire all necessary easements and permits; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wayzata that:

1. The Plans for the reconstruction of County State Aid Highway (CSAH) 101 within the City of Wayzata, from the Gray's Bay Bridge to Wayzata Boulevard are approved.
2. The concept landscape plan for the reconstruction of County State Aid Highway (CSAH) 101 within the City of Wayzata, from the Gray's Bay Bridge to Wayzata Boulevard, dated 12/31/2013, is approved.

3. The Mayor and City Manager are hereby authorized to enter into a cooperative construction agreement with Hennepin County for the making of said improvements. The agreement shall include formal documentation of the following:
 - o Estimated fixed cost participation by the City of Wayzata - \$63,645
 - o Estimated elective cost participation by the City of Wayzata
 - i. Retaining Walls - \$170,000
 - ii. Bridge - \$26,000
 - iii. Railings - \$12,000
 - o Definition of landscaping project responsibilities and participation
 - i. County Participation - \$272,580
 - o Definition of maintenance responsibilities by each agency
4. Hennepin County shall enter into an agreement with the Minnehaha Creek Watershed District (MCWD) to formalize the MCWD commitment to design, construct and maintain a vegetated shoreline along the causeway.
5. Hennepin County shall obtain all necessary and appropriate permits from the City of Wayzata and non-City agencies and authorities prior to construction.
6. That the parking of motor vehicles shall be prohibited at all times on both sides of County State Aid Highway No. 101 from the Gray's Bay Bridge to Wayzata Boulevard and on County Road 16 (McGinty Road), within the project area.

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

Mayor Kenneth Willcox

ATTEST:

City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 04-2014 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on _____, 2014.

Deputy City Clerk Becky Malone

CITY OF WAYZATA

RESOLUTION NO. 45-2012

**RESOLUTION GRANTING PRELIMINARY LAYOUT APPROVAL
FOR CSAH 101 (BUSHAWAY ROAD) RECONSTRUCTION**

WHEREAS, Hennepin County has presented preliminary layout plans, dated 08/29/2012, for the reconstruction of County State Aid Highway (CSAH) 101 within the City of Wayzata, from the Gray's Bay bridge to Wayzata Boulevard; and

WHEREAS, the Wayzata City Council understands that Hennepin County is required to receive preliminary layout approval from each of the affected municipalities, prior to developing final plans; and

WHEREAS, the City is committed to minimizing the potential environmental impacts of the project, especially loss of tree canopy, loss of scenic value, natural habitat, erosion control, and storm water management; and

WHEREAS, the Council commends Hennepin County for its progress in preserving historical and environmental elements and major progress regarding roadway design, specifically:

- An agreement with BNSF to lower the tracks approximately six feet
- McGinty/Eastman Lane intersection to remain in current location with a slight realignment
- Addition of "PinchPoint" areas
- Inclusion of several design recommendations, to reduce grading impacts:
 - Reduction of tapers at intersections
 - Adjustment of road elevation
 - Sloping of boulevards
 - Elimination of median at LaSalle Street
- Substantial reduction in trees to be removed and/or at-risk
- Preservation of all historical gates and fences
- Willingness to work jointly with the City in landscaping, bridge design, and additional design refinements in the final design and in construction and landscaping phases
- Preparation of options of construction techniques to be used in specific locations, in order to preserve at-risk trees. This includes a complete tree inventory, as well as a preliminary tree protection plan. See attached Exhibit A.
- Presentation of Bushaway resident comments, as well as a copy of the URS resident meeting log, to the Bushaway Task Force; and

WHEREAS, Hennepin County has requested that the City of Wayzata prohibit on-street parking within the project area and authorize Hennepin County to acquire all necessary easements and permits; and

WHEREAS, the design of this project necessitates several variances to Minnesota rules, including the elimination of the trail's two foot clear zone between the road and the trail. These variances provide a means to reduce impacts to adjacent properties by narrowing the proposed

total project footprint by several feet. Granting the variance by MnDOT requires hold-harmless resolutions from all affected local agencies within which the trail lays – Hennepin County and the cities of Minnetonka and Wayzata.

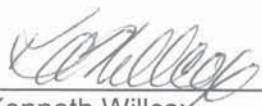
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wayzata that:

The preliminary Layout No. 6A plans, dated 08/29/2012, for the reconstruction of County State Aid Highway (CSAH) 101 within the City of Wayzata, from the Gray's Bay Bridge to Wayzata Boulevard are approved, with the following conditions:

1. Hennepin County shall continue to apply the principles of Context Sensitive Solutions, as they prepare final plans, with particular focus on the following two areas:
 - The west side, but preferably both sides from 263 Bushaway Road toward LaSalle Street
 - The east side, but preferably both sides from midway along the 620 Bushaway property north to the 620 Bushaway driveway.
2. Hennepin County will provide the following, prior to final plan approval:
 - An updated tree protection plan, including:
 - Specification language detailing protected trees and penalties for damaging such trees
 - Specification language detailing the definition of "construction limits" and penalties for violating these limits
 - Specification language detailing provision of access by residents to and from their homes during construction and landscaping
 - Coordinate with private utility contractors with regard to work in the ROW and protection of trees
 - A preliminary landscaping and reforestation plan, through collaboration with a City-County Landscaping Committee, which includes:
 - An approximate budget.
 - The color and type of stone or stone facing
 - The color and type of railings used on the causeway or in conjunction with any retaining walls.
 - Specifications for tree planting.
 - Targeted reforestation in areas that are deemed to be vulnerable to additional tree loss (coded as green or blue on plans)
 - A detailed plan for temporary removal and replacement of homeowner fences which minimizes time in which the fence is not in place.
 - Identify potential staging areas to reduce impacts to trees and structures
 - Gateway features.

3. Hennepin County shall complete a design for retaining walls in the BNSF corridor that identifies the height and length of retaining walls and fences and minimizes tree loss to the extent possible based on BNSF construction plans.
4. Hennepin County shall plan to use surmountable curb and gutter, preferably S-type, wherever possible, except where precluded by stormwater management or roadside safety.
5. The project will include precondition surveys of structures (buildings and walls, as examples) as determined by the detailed design process, assuming right of entry is provided by the property owner.
6. Hennepin County shall consider a plan to minimize large tree loss at the SE corner of the Wayzata Yacht Club parking lot. It is understood that this may require additional design and permission of the Wayzata Yacht Club.
7. Hennepin County shall work with the City of Wayzata and Xcel Energy to evaluate the undergrounding of overhead utilities, including identifying funding opportunities.
8. Hennepin County will work with the City of Wayzata and the Minnehaha Creek Watershed District to determine the appropriate means to include a part-time arborist, to assist in monitoring tree protection during construction.
9. Hennepin County shall host a design charrette for the proposed railroad bridge and coordinate such design with the project Landscaping Committee.
10. During reconstruction, Hennepin County shall not remove any trees along the corridor, other than those specified in the plans for removal, unless the tree is diseased, dead, or poses a safety hazard to users of CSAH 101.
11. The City of Wayzata authorizes Hennepin County to acquire all rights-of way, permits, and/or easements required for the improvements in Layout No.6A.
12. The parking of motor vehicles is prohibited at all times on both sides of County State Aid Highway No. 101 from the Gray's Bay Bridge to Wayzata Boulevard and on County Road 15 (McGinty Road), within the project area.
13. The City of Wayzata agrees to indemnify, save and hold harmless the State and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the granting of the proposed variance, and further agreement to defend at its sole cost and expense any action or proceeding begun for asserting any claim of whatever character arising as a result of the granting of the variance.

Adopted by the Wayzata City Council this 4th day of September, 2012.



Mayor Kenneth Willcox

ATTEST:



City Manager Heidi Nelson

ACTION ON THIS RESOLUTION:

Motion for adoption: Amdal

Seconded by: Bader

Voted in favor of: Amdal, Bader, Mullin, Tanner, Willcox

Voted against: None

Abstained: None

Absent: None

Resolution: Adopted

I hereby certify that the foregoing is a true and correct copy of Resolution No. 45-2012 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on September 4, 2012.



Deputy City Clerk Becky Malone

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Bryan Gadow, City Planner
Date: January 2, 2013
Re: Wayzata Yacht Club Island Dock Length Modification Request

On January 8th, the Wayzata Yacht Club (WYC) is scheduled to appear before the Lake Minnetonka Conservation District (LMCD) to request approval to modify the length of ten (10) boat slip docks or Boat Storage Units (BSUs) on the eastern end of the island (Site 3). The modification request is to lengthen the existing dock lengths from twenty four (24) ft to twenty eight (28) ft to match with the existing dolphin poles which are located in the water adjacent to each dock. The number of existing BSUs on the eastern end of the island will remain unchanged at 10. The request, if approved by the LMCD, would reconfigure and reconstruct the permanent dock on the east side of the island. The eastern island docks are all used for sailboats owned by club members.

The LMCD has review and approval authority over the WYC's request and under their rules would consider this request a minor change. However, under the City's approval of the WYC's proposed PUD plan in 2012, the City and the WYC agreed to the following process for proposed modifications to length and width of boat slips:

The length and width of slips within the PUD District shall not exceed the size authorized by the Lake Minnetonka Conservation District (LMCD) (presently the August 2009 approval). The Applicant may request approval from the LMCD for modifications in boat slip length and configuration under the following process:

- i. The Applicant shall inform the City in writing and the City Council at a regular City Council meeting of their intent to request a modification to existing slip length or configuration from the LMCD.
- ii. The City Council shall review the request and provide their comments on the request, which shall be documented in a formal letter from the City.
- iii. The Applicant shall include the City's comment letter as part of their application materials to the LMCD.

The WYC is complying with this process by providing a written letter describing their request (which is attached to this memo) and will be before the City Council on January 7th to describe the request and answer any questions. If the City Council has any comments on the request, staff will forward them to the LMCD.

WAYZATA CITY HALL

600 EAST RICE STREET WAYZATA, MINNESOTA 55391-1799

(P) 952-404-5312 - (F) 952-404-5318



Wayzata Yacht Club

December 31, 2013

To: Wayzata Mayor and City Council

Subject: Wayzata Yacht Club Dock Change, Requesting Comment from the Wayzata City Council

From: Bert Foster, WYC Dock Chair

The Wayzata Yacht Club has presented an application to the LMCD on a "Renewal Application with Minor Change" to replace slips 1 through 10 on the WYC site 3. The existing dock drawing (attached) is a copy of the WYC 2008 LMCD dock application.

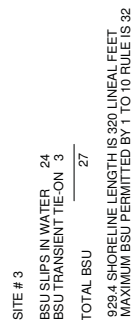
The WYC application meets all of the LMCD requirements and approval is expected on January 8.

Slips 1 through 10 have existed at the WYC for over 30 years, have become dilapidated, have sustained damage in recent storms with winds out of the southwest, posed a tripping hazard due to uneven dock boards, are not wheelchair accessible, and need to be replaced. The proposed dock plan (drawing attached) corrects all of those difficulties, without changing the number of boats or the size of the slips, per the approved City of Wayzata PUD for the WYC.

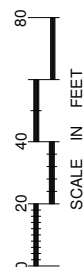
The new slips 1 through 10 will be constructed of pile driven dock posts similar to many of the commercial marinas on Lake Minnetonka, with the posts all lined up and of the same height, resulting in a more attractive dock, as well as solving all the existing dock problems noted above.

Respectfully,
Bert Foster
Wayzata Yacht Club
Dock Chair

**PROPOSED DOCK PLAN DETAIL FOR
WAYATA YACHT CLUB
WHEELCHAIR DOCK SYSTEM**



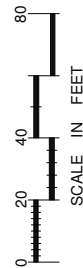
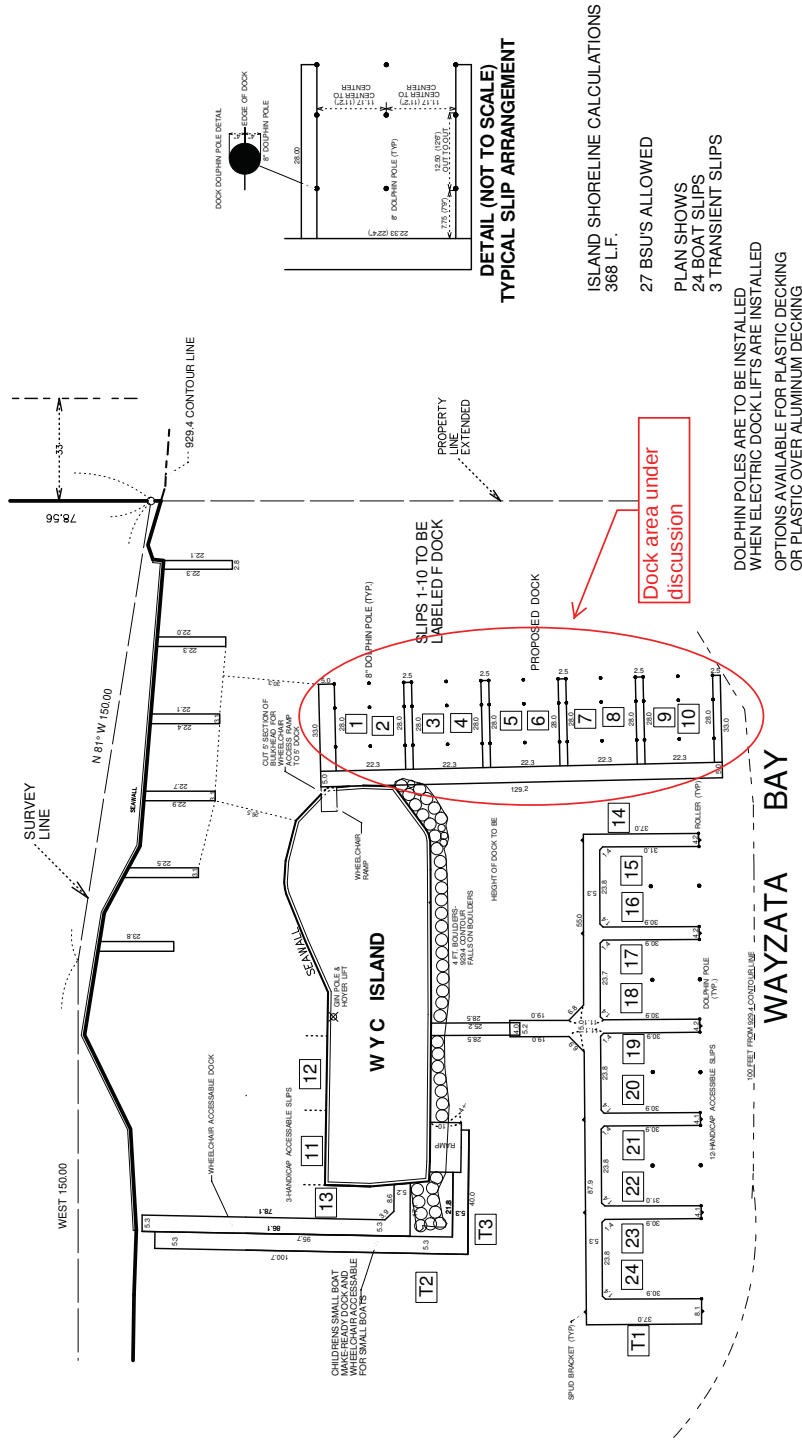
LAKE MINNETONKA
WAYZATA BAY
SITE 3

[illegible]

Proposed Modification Site Plan

PROPOSED DOCK PLAN DETAIL FOR
WAYZATA YACHT CLUB

SITE 3



SCALE IN FEET

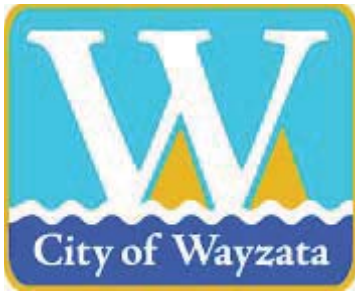
7

REVISIONS		DATE	BY	REASON	DESIGNED	DRAWN	CHECKED
1	11/15/23			REVISED DOCK SLIPS 1-10			
2	11/15/23			ADDITIONAL INFORMATION, HANDICAP SLIP ACCESS			
DATE		DATE		DATE			
DATE		DATE		DATE			

13-108

GRONBERG & ASSOCIATES, INC.
Civil Engineers, Land Surveyors, Land Planners
445 North Willow Drive, Long Lake, MN 55356
612-473-4141





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

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

MEMORANDUM

DATE: December 31, 2013

TO: The Honorable Mayor and Members of the City Council

FROM: Becky Malone, Deputy City Clerk

RE: Consideration of ordinance amendments to Chapters 502-505 of the Wayzata City Code (Intoxicating Liquor, Wine, 3.2% Malt Liquor, Private Club Liquor)

Staff reviewed the attached liquor ordinances and has made changes to each of these ordinances to reflect common business practices and provide consistency with state statute. These code revisions have been prepared by City Attorney David Schelzel and reflect the recommendations made in consultation with Police Chief Risvold, City Planner Gadow, City Manager Nelson and Deputy City Clerk Malone.

CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA
DRAFT ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 502 (INTOXICATING LIQUOR),
CHAPTER 503 (WINE), CHAPTER 504 (NON-INTOXICATING MALT LIQUOR), AND
CHAPTER 505 (PRIVATE CLUB LIQUOR)
OF THE WAYZATA CITY CODE**

THE CITY OF WAYZATA ORDAINS:

Section 1. Amendment. Chapter 502 of the Wayzata City Code (Intoxicating Liquor) is hereby amended to read in its entirety as follows (~~struck~~ text deleted; underlined text added):

CHAPTER 502

INTOXICATING LIQUOR

502.01. Definitions. In addition to the definitions contained in Minn. Stat. § 340A.101 as it may be amended from time to time, the following terms are defined for purposes of this Chapter:

- a. “Intoxicating liquor” and “liquor” shall mean ethyl alcohol, distilled, fermented, spirituous, vinous and malt beverages containing ~~in excess of 3.2%~~ more than 3.2 percent of alcohol by weight.
- b. “On-Sale” shall mean the sale of liquor ~~by the glass or by the drink~~ for consumption on the premises only.
- c. “Restaurant” shall mean an establishment ~~having appropriate facilities for the serving of meals, where in consideration of payment therefor meals are regularly under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public.~~ Restaurants, and shall include that portion of a greater establishment devoted to such purposes, as in the case of a hotel or motel.
- d. “Sale”, “sell” and “sold” shall mean all barter, exchanges, disposal or other manners or means of furnishing intoxicating liquor, including such furnishing in violation or evasion of law.

502.02. License Required. No person ~~shall~~ may directly or indirectly, on any pretense or by any device, sell or keep for sale, charge for possession, or otherwise

dispose of, within the City any intoxicating liquor for on-sale purposes without first having been issued, and thereafter maintaining, an appropriate license to do so as provided herein in this Chapter. All such licenses shall expire on April 30th of each year.

502.03. Types of Licenses. On-sale intoxicating liquor licenses ~~shall~~ may be issued only to bona fide restaurants, as defined herein. Following are the types of licenses which may be issued for this purpose:

- a. “On-Sale Intoxicating Liquor License”, for the sale on the premises of all types and kind of intoxicating liquor.
- b. “Sunday On-Sale Intoxicating Liquor License,” for the Sunday sale on the premises of all types and kind of intoxicating liquor, which license shall be limited to persons also holding a valid On-Sale Intoxicating Liquor License and those establishments having a seating capacity of at least thirty (30) persons.

502.04. Number of Licenses. A maximum of seven (7) On-Sale Intoxicating Liquor Licenses may be issued under this Chapter. The availability of these licenses for issuance in no way shall ~~be deemed to require or commit the City Council to issue any or all of said~~ the available licenses. On-Sale Intoxicating Liquor Licenses for restaurants shall not count towards the maximum number of licenses that may be issued.

(7-21-81 Code; Ord. 618 [7-29-1999]; Ord. 647 [11-11-2003])

502.05. License Fees. The annual license fees shall be in an amount to be determined from time to time by Resolution of the City Council. At the time of each original application or renewal for any of the ~~above~~ licenses issued under this Chapter the total annual license fee therefor shall be paid in full by the applicant. Upon rejection or withdrawal of an application the license fee(s) submitted therefor (but not the fees for applicant’s background investigation, including the Minimum Investigation Fee) shall be refunded in full to the applicant, except when rejection or withdrawal is based upon a willful misstatement of fact by the applicant. No part of any fee for an issued license shall be refunded nor shall any license fee be prorated except by specific Council action.

(7-21-81 Code; Ord. 500 [5-10-1988])

502.06. Bond Requirements – Repealed

(Ord. 500 [5-10-1988]; Repealed by Ord. 536 [2-20-1990])

502.07. Application Form Procedures. An application form for the ~~above~~ licenses issued under this Chapter shall be prepared and updated from time to time by the City Manager. In addition to any information which may be required by the Minnesota State Liquor Control Commissioner, ~~said~~ such form shall include but not be limited to the following information:

- a. The name of the applicant and the type of license which the applicant is seeking.

- b.** Whether the applicant is a natural person, partnership, corporation or other form of organization.
- c.** If the applicant is a natural person, the requested personal information about the applicant and his background.
- d.** If the applicant is a partnership, the names and addresses of all partners and the requested personal information about each partner and his-that partner's background. The financial interest of each partner shall be disclosed, and a managing partner shall be designated. A true copy of the partnership agreement shall be submitted with the original application form.
- e.** If the applicant is a corporation or other organization, the names and addresses of all officers and the proposed manager, and the requested personal and background information about each ~~and his background~~. The names, addresses and financial interest shall be disclosed for all corporate shareowners or equity owners who, together with direct relatives, control more than 5% of the assets of ~~said the~~ corporation, and the requested personal and background information shall be furnished about each such person ~~and his background~~. True copies of the articles of incorporation and corporate bylaws shall be submitted with the original application form.
- f.** The amount of assets which the applicant has in the business, premises, fixtures, stock and operating capital shall be disclosed, together with proof of the source of such assets, such as accounting statements, financial statements and bank accounts.
- g.** The names and addresses of all persons, other than those listed above, who have any financial interest in the business, premises, fixtures, stock, equity or operating capital, together with the amount and nature of the interest and the terms for payment or other reimbursement thereof. This shall include but not be limited to all lessors, mortgagors, lenders, lien holders, trustors and persons who have co-signed notes or otherwise loaned, pledged or extended security to the applicant for any indebtedness.
- h.** The legal description of the premises to be licensed and plans of the site and all buildings thereon, showing all appropriate dimensions.
- i.** Proof of insurance as required under Section 502.13.
- ij.** All other information deemed necessary or relevant by either the City Council or the City Manager.

If the applicant is a natural person, the application form shall be executed by that person. If the applicant is a partnership, the application form shall be executed by the managing partner, and if a corporation or other organization, by a corporate or organization officer.

502.08. Licensing Procedures. The following procedures shall govern the processing and issuance of all new licenses pursuant to this Chapter:

a. At the time of an original application the applicant shall pay a Minimum Investigation Fee in an amount to be determined from time to time by ~~Resolution~~ of the City Council for each person listed on the application form, which shall include all natural persons, partners, managers, corporate officers and ~~corporate share-equity~~ owners. This fee shall be paid when an application is filed with the City, and it shall not be subject to refund. If the expenses of any investigation are extraordinary and exceed the Minimum Investigation Fee, the applicant shall pay all reasonable additional expenses incurred by the City for such investigation. Failure to pay such additional expenses within a five day period shall be cause for the City to discontinue processing of the application. At any time an additional investigation is required due to a change in ownership or control of a partnership, corporation or other organization, a licensee shall pay a Minimum Investigation Fee in an amount to be determined from time to time by Resolution of the City Council for each person involved in the change.

(7-21-81 Code; Ord. 500 [5-10-1988])

b. All applications shall be processed by the City Manager for verification and investigation of the facts set forth therein. The Chief of Police shall investigate the background of all persons listed in the application form. Jointly or separately they shall submit a written report to the City Council on the results of their investigation.

c. Following receipt of the above report(s), the City Council shall hold a public hearing on the license application. Ten (10) days' notice of this Hearing shall be given by publication in the official newspaper of the City and by direct mailing to all property-owners within 350 feet of the subject property. At this Hearing, opportunity shall be given for any person to be heard for or against issuance of the requested license.

d. If a license is approved, the City Council may withhold its issuance until the applicant has qualified in all respects for the license. If the premises to be licensed are not complete at the time of approval, the Council may approve the license but withhold its issuance until the premises have been completed in accordance with all representations made by the applicant. In such a case, the Council may rescind ~~their~~ its action approving the license if the applicant has not proceeded with reasonable dispatch to complete the subject premises, but such action may only be taken following ten (10) days' notice to the applicant.

e. The issuance of any license hereunder is and shall remain at the sole and absolute discretion of the City Council. No applicant has a right to a license under this Chapter.

f. All licenses shall be and are issued subject to conformance with all provisions of this Chapter and all other applicable regulations, ordinances, laws and statutes.

g. Each license issued hereunder shall be issued to the applicant only. Each such license shall be issued only for the premises described in the application form and shall not be effective beyond the compact and contiguous space described therein.

h. No transfer of a license shall be permitted from place to place or from person to person without complying with all requirements of an original application, including the payment of all fees therefor.

(7-21-81 Code; Ord. 500 [5-10-1988])

502.09. Eligibility for License. The provisions of this Section shall govern an applicant's initial and continued eligibility for a license pursuant to this Chapter, and no license shall be issued to:

a. A natural person:

- (1) Who is not of good character and repute.
- (2) Who is under the age of twenty-one (21).
- (3) Who is a manufacturer or wholesaler of intoxicating liquor, or who is employed by a manufacturer or wholesaler of intoxicating liquor.
- (4) Who has a direct or indirect financial interest in any other establishment within the City which has a license issued under this Chapter or under Chapters 503 or 504 of this Code. The word "interest" as used in this provision shall mean a pecuniary interest of 5% or more in the ownership, management or profits of any such establishment.
- (5) Who has been convicted of a felony.
- (6) Who within the past five years has been convicted of a violation of any law, statute or ordinance regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor.
- (7) Who within the past five years has had any liquor license revoked for a willful violation of any law, statute or ordinance regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor.
- (8) Who within the past five years has violated any provision of Section 502.10 of this Chapter.

(9) Who is the spouse of a person ineligible for a license under paragraphs (1), (4), (5), (6), (7) or (8) of this subsection.

(7-21-81 Code; Ord. 500 [5-10-1988])

b. A partnership which has a partner ineligible for a license under above Section 502.09.a.

c. A corporation or other organization which has an officer, shareowner or manager ineligible for a license under above Section 502.09.a. The term “shareowner” as used in this provision shall mean any person who, together with direct relatives, controls more than 5% of the assets of the corporation or other organization.

d. A restaurant located on property owned by a person ineligible for a license under above Section 502.09.a.

e. A restaurant located on property upon which taxes, special assessments or other financial claims of the City are delinquent and unpaid.

f. A restaurant which has a common entrance or exit with another business, except for a public lobby or mall area.

g. A restaurant which does not have a valid and current Food Establishment “A” License issued by the City.

h. A restaurant, as defined herein, which does not have a minimum market valuation totaling in the aggregate of more than Three Thousand (\$3,000.00) per seat, exclusive of land, kitchen equipment and personal property other than furniture and fixtures, as computed by the City Assessor.

(7-21-81 Code; Ord. 500 [5-10-1988]; Ord. 618 [7-29-1999])

i. ~~A foreign corporation.~~

(7-21-81 Code; Ord. 500 [5-10-1988]; Ord. 618 [7-29-1999])

502.10. License Restrictions. The following provisions shall govern the continued validity of a license issued pursuant to this Chapter and shall act as continuous restrictions upon any such license and operations under the license:

a. The licensee shall at all times comply with all provisions of this Chapter and with all other applicable laws, statutes and ordinances regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor, as the same shall be in effect at the time the license is issued and as the same shall exist from time to time thereafter.

b. The licensee at all times shall be responsible for the conduct of ~~his place of the licensee's~~ business and for the sobriety and order on the premises ~~of his business~~.

c. All business and financial records of the licensee, including all financial reports and tax returns, shall be available for inspection by the City Manager or other properly designated representative of the City at all reasonable times.

d. Any change in management, ownership, partnership, corporate or organization officers, corporate or organization shareowners, partnership agreement, articles ~~of incorporation~~, corporate ~~bylaws~~ or other information required in Section 502.06 shall be submitted to the City Manager within thirty (30) days of such change.

e. No sale of intoxicating liquor shall be made during those hours when such sale is prohibited by State Statute, and no licensee shall display intoxicating liquor to the general public during any such hours.

f. No licensee nor any person listed on the application form for a license shall make any contribution to the election campaign of any candidate or elected official of the City.

g. The licensee shall at all times maintain a valid and current Food Establishment "A" License issued by the City, and violation of this provision shall result in the immediate suspension or revocation of any license issued pursuant to this Chapter.

h. The business of the licensee shall be conducted in such a manner that at least 50% of the gross sales of the business for any license year shall be for the serving of food. The business of a restaurant which is part of a greater operation, such as a hotel or motel, shall be conducted in such a manner that at least 50% of the gross sales of the total restaurant operation attributable to the serving of food with 50% or less in restaurant sales attributable to intoxicating liquor sales for any license year. Said "50%" Food, "50%" liquor sale ratio requirements shall apply to each quarter. Licensee shall be required to make annual reports showing the percentage of gross sales attributable to food service.

(7-21-81 Code; Ord. 500 [5-10-1988])

i. All sales of intoxicating liquor shall be made in areas designed primarily for the service of food, ~~and no such sale shall be made in any area where the purchase of food is not available except as provided in (k) below.~~

(7-21-81 Code; Ord. 500 [5-10-1988])

j. No person under the age of 18 years shall be employed in any rooms constituting the place in which intoxicating liquors or 3.2 percent malt liquor are sold or served at retail on sale, except that persons under the age of 18 may be

employed as musicians or to perform the duties of a bus person, host or dishwashing services in restaurants.

l. The hours of operation and days of sale shall be those set by Minn. Stat. § 340A.504, as it may be amended from time to time.

~~j. — No sale of intoxicating liquor shall be made directly to a customer from an area in which liquor is either kept or mixed. All intoxicating liquor shall be dispensed from a service bar to customers at their tables, and it shall be served by waitresses, waiters or other such employees, and not by bartenders except as provided in (k) below.~~

~~k. — A restaurant may have a bar or lounge area in which waitresses, waiters, bartenders, or other such which employees may serve intoxicating liquor as long as it meets the requirements of (1) or (2) below:~~

~~(1) — If a bar room area has floor to ceiling walls around the area, the square footage of the bar room may not exceed 10% of the square footage of the dining area and the total number of seats within the area may not exceed 10% of the total number of seats in the facility, including bar seats, and in no case more than 18 and the square footage of that room shall not exceed more than 10% of the gross area of the restaurant, not including restrooms, kitchen, and mechanical room.~~

~~(2) — If bar room in area is not enclosed by floor to ceiling walls, but is enclosed by a partition or short wall that does not exceed 60" in height, the number of bar stools shall not exceed 10% of the total number of seats in the facility, and in no case more than 18 and the square footage of that area shall not exceed "25%" of the gross area of restaurant, not including restrooms, kitchen and mechanical room and the lineal footage, of the face of the bar shall not exceed two feet (2) per bar stool or a maximum of thirty six (36) lineal feet. A 60" short wall may have decorative add-on architectural feature as long as one can see through it and as long as it does not exceed an overall height of 68".~~

~~(Ord. 500 [5-10-1988]; Ord. 735 [03-26-2013])~~

~~l. — A restaurant must be open for food service so long as bar service is available. The food and drink menu must be identical to the menu throughout the facility.~~

~~(Ord. 500 [5-10-1988])~~

~~m. — Said bar or lounge area may not have live entertainment, a large screen television screen or a disc jockey music station. No music, either live or recorded, shall be played outdoors.~~

~~(Ord. 500 [5-10-1988])~~

~~n. — There shall be no food or beverage service outdoors after 10:00 P.M.~~

~~(Ord. 500 [5-10-1988])~~

(7-21-81 Code; Ord. 500 [5-10-1988])

502.11. Duration and Renewal of License. All licenses issued under this Chapter shall expire on April 30th of each year. If an application is made during a license year, such a license may be issued for the remainder of the license year for a prorated fee, with any unexpired fraction of a month being counted as one month. Application for renewal of an existing license shall be made at least ~~sixty (60)~~ forty-five (45) days prior to expiration of the license, and it shall be made in such a form as provided by the City Manager, which shall contain some or all of the information listed in Section 502.07 that the City Manager deems relevant to evaluating the renewal request. With the application, the licensee shall file a statement by a certified public accountant showing the restaurant's total gross sales and total sales for the serving of food for the twelve month period immediately preceding the date of application. The licensee also shall submit the appropriate license fee(s) and an investigation fee as established by resolution, which shall be for investigation and verification of all information contained in the application form. The decision whether or not to renew a license rests within the discretion of the City Council. No licensee has a right to have the license renewed.

(Ord. 449 [1-7-1986])

502.12. Suspension or Revocation. The City Council may suspend or revoke any license issued pursuant to this Chapter for the violation of any provision of this Chapter or for the violation of any other law, statute or ordinance regarding the manufacture, sale, distribution, or possession for sale or distribution of intoxicating liquor. However, no such action shall be taken without ten (10) days' written notice to the licensee. No license shall be suspended for a greater period of time than sixty (60) days. If a license is revoked, no portion of the license fee may be refunded.

502.13. Insurance. All persons holding a license issued pursuant to this Chapter shall maintain public liability insurance coverage and liquor liability insurance coverage compliant with Minn. Stat. § 340A.409, subd. 1, and with minimum bodily injury limits of \$100,000 per person and \$300,000 per occurrence and with minimum property damage limits of \$50,000 per occurrence. Such policies shall provide that no payment of any claim by the insurance company will in any manner decrease the coverage provided for any other claim(s) brought against the insured or the insuring company. Such policies also shall provide that no cancellation for any cause shall be made by either the insured or the insuring company without thirty (30) days' prior written notice to the City. Such policies shall be issued in the name of all partners if the licensee is a partnership and in the name of the corporation or other organization if the licensee is a corporation or other organization. Such policies shall be filed with the City Manager, shall be subject to approval of the City Manager as to form and content, and shall be issued by companies duly licensed to do business in the State of Minnesota. Operation of a business licensed under this Chapter without at all times having on file with the City proof of insurance as required in this Section shall be cause for revocation of the license.

502.14. Adoption of State Law by ReferenceIntoxicating Liquor Act. The provisions of Minn. Stat. Ch. 340A as they may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of intoxicating liquor are hereby adopted by reference and are made a part of this Chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. Ch. 340A and the provisions of this chapter, the more restrictive governs unless state expressly controls. The provisions of Minn. Stat. §340A.101 through Minn. Stat. §340A.907 (Minnesota Intoxicating Liquor Act), as amended, are hereby incorporated into this Chapter by reference as though set forth fully herein.

(Ord. 500 [5-10-1988])

Section 2. Amendment. Chapter 503 of the Wayzata City Code (Wine) is hereby amended to read in its entirety as follows (~~struck~~ text deleted; underlined text added):

CHAPTER 503

WINE

503.01. Definitions.

a. “Wine” shall mean the product made from the normal alcoholic fermentation of grapes, including still wine, sparkling and carbonated wine, wine made from condensed grape must, wine made from other agricultural products than sound, ripe grapes, imitation wine, compounds sold as wine, vermouth, cider, perry and sake, in each instance containing not less than one-half of one percent nor more than 24 percent alcohol by volume for nonindustrial use. Wine does not include distilled spirits fermented, vinous beverages containing not more than 14% alcohol by volume.

b. For the purposes of this Chapter the words defined in Section 502.01 of this Code shall have the meanings given them therein.

503.02. License Required. No person, except a wholesaler or manufacturer to the extent authorized under a State license, licensed private clubs under Chapter 505, licensed on-sale intoxicating liquor establishments licensed under Chapter 502 and the municipal liquor dispensary ~~shall~~ may directly or indirectly, on any pretense or by any device, sell or keep for sale, charge for possession, or otherwise dispose of, within the City any wine for on-sale purposes without first having been issued, and thereafter maintaining, an On-Sale Wine License as provided herein in this Chapter.

503.03. License Fee. ~~The annual fee for an On-Sale Wine License shall be as established by resolution. Each such license shall be issued for a period of one (1) year and shall expire on April 30th of each year. If an application is made during a license year such a license may be issued for the remainder of the license year for a prorated fee, with any unexpired fraction of a month being counted as one month.~~

(Ord. 449 [1-7-1986])

~~Each original application for an On-Sale Wine License or application for the renewal of such a license shall be accompanied by the appropriate license fee. Upon rejection or withdrawal of any such application the license fee submitted therefor shall be refunded in full, except when rejection or withdrawal is based upon a willful misstatement of fact by the applicant. The annual license fees for licenses issued under this Chapter shall be in an amount to be determined from time to time by Resolution of the City Council. At the time of each original application or renewal for any of the licenses issued under this Chapter the total annual license fee therefor shall be paid in full by the applicant. Upon rejection or withdrawal of an application the license fee(s) submitted therefor (but not the fees for applicant's background investigation) shall be refunded in full to the applicant, except when rejection or withdrawal is based upon a willful misstatement of fact by the applicant. No part of any fee for an issued license shall be refunded, except as authorized by State Statute.~~

503.04. Application Procedures. ~~Each original application for an On-Sale Wine License or application for the renewal of such a license shall state the name of the applicant; the applicant's age; representations as to the applicant's character, with such references as the City Council may require; the applicant's citizenship; the name and location of the restaurant for which the requested license would be issued; whether the applicant is the owner and/or operator of said restaurant; how long the applicant has been in the restaurant business at that location; contain the information listed in Section 7 of Chapter 502 (Intoxicating Liquors) and such other information as the City Council may require. Such an application shall be in the form prescribed by the State Liquor Control Commissioner and shall be filed with the City Manager. Any willful misstatement of fact by the applicant shall be cause for rejection of the application.~~

503.05. Required Securities Insurance Required. ~~Every applicant and license holder under this Chapter must comply with the insurance requirements of Section 13 of Chapter 502 (Intoxicating Liquors). Prior to the issuance of an On-Sale Wine License, an applicant shall file with the City Manager evidence of public liability insurance coverage and liquor liability insurance coverage with minimum bodily injury limits of \$100,000 per person and \$300,000 per occurrence and with minimum property damage limits of \$50,000 per occurrence, which also shall comply with the requirements of Minn. Stat. §340A.412~~

~~The security offered to meet the requirements of this Section shall be approved by the City Council and the State Liquor Control Commissioner. All liability insurance policies also shall be approved as to form by the City Attorney. Operation of a business licensed~~

~~under this Chapter without at all times having on file with the City evidence of effective security as required in this Section shall be cause for revocation of the license.~~

~~(7-21-81 Code; Ord. 522 [2-21-1989]; Ord. 536 [2-20-1990])~~

503.06. Licensing Procedures. Licensing procedures for licenses issued under this Chapter shall be the same as those for licenses issued under Chapter 502 (Intoxicating Liquors). ~~The City Manager shall investigate and verify all facts set forth in an original application for an On-Sale Wine License, and he shall report the results of his the investigation to the City Council. Following receipt of this report the City Council shall hold a Public Hearing on the license application. Ten (10) days' notice of this Hearing shall be given by publication in the official newspaper of the City and by direct mailing to all property owners within 350 feet of the subject property. At this Hearing opportunity shall be given for any person to be heard for or against the requested license. Following the Public Hearing the Council shall, in its discretion, approve or deny the requested license.~~

No On-Sale Wine License shall become effective until it has been approved by the State Liquor Control Commissioner. Each such license shall be issued only to the applicant and only for the premises described in the application. No such license may be transferred to another person or location without prior City Council approval. Any transfer of stock of a corporate licensee shall be deemed a transfer of the license, and any such transfer without prior Council approval shall be cause for revocation of that license.

The holder of an On-Sale Wine License, who is also licensed to sell On-Sale 3.2 percent malt liquors and whose gross receipts are at least 60% attributable to the sale of food, may sell "strong beer" (malt liquor greater than 3.2 percent alcohol by volume) at on-sale without an additional license.

~~(7-21-81 Code; Ord. 522 [2-21-1989]; Ord. 736 [3-26-2013])~~

503.07. Eligibility for a License. A license under this chapter may only be issued to a restaurant that has at least 25 seats. No On-Sale Wine License shall be issued to any person or entity ineligible for a license under state law or Chapter 502 (Intoxicating Liquors).

~~a. — Any person made ineligible for such a license under State Statutes.~~

~~b. — Any restaurant ineligible for such a license under State Statutes.~~

~~c. — Any restaurant which has not been in continuous operation for a period of at least thirty (30) days.~~

~~d. — Any restaurant located on property upon which taxes, special assessments or other financial claims of the City are delinquent and unpaid.~~

503.08. License Restrictions. Every license issued under this Chapter shall be subject to the following provisions of Section 10 of Chapter 502 (Intoxicating Liquors).

and to all other applicable laws, ordinances and regulations, which shall act as continuous restrictions upon the licenses.;

a.——~~A license shall authorize the consumption of wine on the licensed premises only, in conjunction with the sale of food.~~

b.——~~A license may be issued only to a restaurant having facilities for seating not fewer than forty (40) persons at one time.~~

(7-21-81 Code; Ord. 442 [9-3-1985])

c.——~~The business of a licensee shall be conducted in such a manner that at least 50% of the gross sales of the business for any license year shall be for the serving of food. The business of a restaurant which is part of a greater operation, such as a hotel or motel, shall be conducted in such a manner that at least 50% of the gross sales of the total restaurant operation attributable to the serving of food, with 50% or less in restaurant sales attributable to wine and beer sales for any license year. Licensee shall be required to make annual reports showing the percentage of gross sales attributable to food service.~~

(7-21-81 Code; Ord. 522 [2-21-1989])

d.——~~Every licensee shall be responsible for the conduct within his place of business and for the conditions of sobriety and order within it. An act of any employee authorized to sell wine on the licensed premises shall be deemed an act of the licensee as well, and the licensee shall be liable equally with the employee for all penalties therefor.~~

e.——~~All sales of wine or beer shall be made in areas designated primarily for the service of food, and no such sale shall be made in any area where the purchase of food is not available.~~

(Ord. 522 [2-21-1989] Ord. _____ [XX XX 2013])

f.——~~No sale of wine or beer shall be made directly to a customer from an area in which the wine or beer is kept. All wine and beer sales shall be dispensed from a service bar to customers at their tables, and it shall be served by waitresses, waiters or other such employees, and not by bartenders.~~

(Ord. 522 [2-21-1989])

g.——~~No sale of wine shall be made during those hours when the sale is prohibited by State Statute, and no licensee shall display wine to the public during such hours.~~

h.——~~No licensee shall possess a Federal Wholesale Liquor Dealer's Special Tax Stamp or a Federal Gambling Stamp.~~

(7-21-81 Code; Ord. 442 [9-3-1985]; Ord. 522 [2-21-1989]; Ord. 736 [3-26-2013])

503.09. Suspension or Revocation. The City Council may suspend or revoke any license issued hereunder in accordance with the provisions of Section 501.09 of this Code.

503.10. Duration and Renewal of License. All licenses issued under this Chapter shall expire on April 30th of each year. If an application is made during a license year, such a license may be issued for the remainder of the license year for a prorated fee, with any unexpired fraction of a month being counted as one month. Application for renewal of an existing license shall be made at least forty-five (45) days prior to expiration of the license, and it shall be made in such a form as provided by the City Manager, which shall contain some or all of the information listed in Section 502.07 that the City Manager deems relevant to evaluating the renewal request. With the application, the licensee shall file a statement by a certified public accountant showing the restaurant's total gross sales and total sales for the serving of food for the twelve month period immediately preceding the date of application. The licensee also shall submit the appropriate license fee(s) and an investigation fee as established by resolution, which shall be for investigation and verification of all information contained in the application form. The decision whether or not to renew a license rests within the discretion of the City Council. No licensee has a right to have the license renewed.

503.11. Adoption of State Law by Reference. The provisions of Minn. Stat. Ch. 340A as they may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of wine are hereby adopted by reference and are made a part of this Chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. Ch. 340A and the provisions of this chapter, the more restrictive governs unless state expressly controls.

Section 2. Amendment. Chapter 504 of the Wayzata City Code (Non-Intoxicating Malt Liquor) is hereby amended to read in its entirety as follows (~~struck text deleted~~; underlined text added):

CHAPTER 504

NON-INTOXICATING 3.2 PERCENT MALT LIQUOR

504.01. Definitions.

- a. ~~“Non-intoxicating 3.2 percent malt liquor” shall mean any potable malt beverage with an alcoholic content of more than 0.5% by volume and not more~~

~~than 3.2% by weight~~ any beer, ale, or other beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume nor more than 3.2 percent alcohol by weight.

b. “Bona fide club” shall mean any club organized for social or business purposes, for intellectual improvement, or for the promotion of sports, where the serving of liquor is incidental to and not a major purpose of the club.

c. “Original package” shall mean the bottle or sealed container in which liquor is placed at the point of manufacture.

d. For the purposes of this Chapter the words defined in Section 502.01 of this Code shall have the meanings given them therein.

504.02. License Required. No person shall directly or indirectly sell or keep for sale within the City ~~non-intoxicating 3.2 percent~~ malt liquor without first having been issued an appropriate license to do so as provided herein. ~~Each such license shall be issued for a period of one year and shall expire on December 31st of each year.~~ No license shall be required of a wholesaler or manufacturer for the sale to licensed dealers or for the delivery of not less than two gallons to customers directly at their homes.

504.03. Types of Licenses. ~~Non-Intoxicating 3.2 percent~~ Malt Liquor Licenses shall be of the following types:

a. “On Sale” licenses, which shall be issued only to restaurants and bona fide clubs, and which shall permit the sale of such liquor ~~Monday through Saturday~~ for consumption on the premises only.

b. “Temporary On Sale” licenses, which shall be issued only to nonprofit civic organizations for a period of one week or less.

c. “Off-sale” licenses, which shall be issued to permit the sale at retail of such liquor in original packages for removal from and consumption off the premises only.

504.04. License Fees. ~~Fees are hereby adopted by reference and established by City Council resolution.~~ The annual license fees for licenses issued under this Chapter shall be in an amount to be determined from time to time by Resolution of the City Council. At the time of ~~Each~~ original application for a ~~Non-Intoxicating 3.2 percent~~ Malt Liquor License or application for the renewal of such a license shall be ~~accompanied by the appropriate license fee~~ paid in full by the applicant. Upon rejection or withdrawal of any such application the license fee submitted therefor ~~(but not the fees for applicant’s background investigation, including the Minimum Investigation Fee)~~ shall be refunded in full, except when rejection or withdrawal is based upon a willful misstatement of fact by the applicant. No part of any fee for an issued license shall be refunded ~~nor shall any license fee be prorated except by specific Council action.~~ ~~If an application for an annual license is made after January 1st of any license year, the license fee for the remainder of the license year shall be reduced to one half the regular amount.~~

(Ord. 449 [1-7-1986])

504.05. Application Procedures. Each original application for a license issued under this Chapter or application for the renewal of such a license shall ~~state the name of the applicant; the applicant's age; representations as to the applicant's character, with such references as the City Council may require; the applicant's citizenship; the name and location of the business or other entity for which the requested license would be issued; whether the applicant is the owner and/or operator of the business; how long the applicant has been in business at that location;~~ contain the information listed in Section 7 of Chapter 502 (Intoxicating Liquors) and such other information as the City Council may require. Any willful misstatement of fact by the applicant shall be cause for rejection of the application.

504.06. Licensing Procedures. Licensing procedures for licenses issued under this Chapter shall be the same as those for licenses issued under Chapter 502 (Intoxicating Liquors). ~~The City Manager shall investigate and verify all facts set forth in an original application for a Non-Intoxicating 3.2 percent Malt Liquor License, and he shall report the results of his investigation to the City Council. Following receipt of this report the City Council shall hold a Public Hearing on the license application, except that such a Hearing shall not be required for a "Temporary On Sale" license. Ten (10) days' notice of this Hearing shall be given by publication in the official newspaper of the City and by direct mailing to all property owners within 350 feet of the subject property. At this Hearing opportunity shall be given for any person to be heard for or against the requested license. Following the Public Hearing the Council shall, in its discretion, approve or deny the requested license.~~

Each license issued under this Chapter shall be issued only to the applicant and only for the premises described in the application. No such license may be transferred to another person or location without prior City Council approval.

504.07. Eligibility for a License. No ~~Non-Intoxicating 3.2 percent Malt Liquor License~~ shall be issued to any person or entity ineligible for a license under Chapter 502 (Intoxicating Liquors).;

- ~~a. — Who is ineligible for such a license under State Statutes.~~
- ~~b. — Who is not of good moral character.~~
- ~~c. — Who is not a citizen of the United States.~~
- ~~d. — Who is under twenty-one (21) years of age.~~
- ~~e. — Who is a manufacturer of non-intoxicating 3.2 percent malt liquor.~~
- ~~f. — Who has been convicted of a felony or who has been convicted two or more times of a crime other than a felony.~~
- ~~g. — Who has been found guilty of violating any liquor law of the State.~~

504.08. License Restrictions. Every license issued under this Chapter shall be subject to the ~~following~~ provisions of Section 10 of Chapter 502 (Intoxicating Liquors), and to all other applicable laws, ordinances and regulations, which shall act as continuous restrictions upon the licenses.:

~~a. — No equipment or fixtures in any licensed premises shall be owned in whole or in part by any manufacturer of non-intoxicating 3.2 percent malt liquor.~~

~~b. — No sale of non-intoxicating 3.2 percent malt liquor shall be made to any person under guardianship or to any person who is legally a minor.~~

~~c. — No non-intoxicating 3.2 percent malt liquor shall be sold or served to any intoxicated person, nor shall any intoxicated person be permitted to remain on the licensed premises.~~

~~d. — No sale of non-intoxicating 3.2 percent malt liquor shall be made on any primary, general or special election day at hours during which the polls are open, on Sunday between the hours of 2:00 A.M. and 12:00 noon, or on any other day between the hours of 1:00 A.M. and 7:00 A.M.~~

~~e. — In any premises for which an “On Sale” license has been issued, liquor shall be served and consumed at tables in a dining room or refreshment room of the licensed premises, and it shall not be served or consumed at bars. However, liquor may be served at counters where food is regularly served and consumed.~~

~~f. — All windows in the front of any premises for which an “On Sale” license has been issued shall be unobstructed by screens, curtains or partitions. There shall be no partition, box, stall, screen, curtain or other device which shall obstruct the view of any part of said room from the general observation of persons therein. However, partitions, subdivisions and panels not higher than sixty (60) inches from the floor shall not be construed to conflict with the foregoing restriction.~~

504.09. Insurance. All persons holding a license issued under this Chapter shall maintain public liability insurance coverage and liquor liability insurance coverage with minimum bodily injury limits of \$100,000 per person and \$300,000 per occurrence and with minimum property damage limits of \$50,000 per occurrence. Every applicant and license holder under this Chapter must comply with the insurance requirements of Section 13 of Chapter 502 (Intoxicating Liquors).

504.10. Suspension or Revocation. The City Council may suspend or revoke any license issued hereunder in accordance with the provisions of Section 501.09 of this Code.

504.11. Duration and Renewal of License. All licenses issued under this Chapter shall expire on April 30th of each year. If an application is made during a license year, such a license may be issued for the remainder of the license year for a prorated fee, with any unexpired fraction of a month being counted as one month. Application for

renewal of an existing license shall be made at least forty-five (45) days prior to expiration of the license, and it shall be made in such a form as provided by the City Manager, which shall contain some or all of the information listed in Section 502.07 that the City Manager deems relevant to evaluating the renewal request. With the application, the licensee shall file a statement by a certified public accountant showing the restaurant's total gross sales and total sales for the serving of food for the twelve month period immediately preceding the date of application. The licensee also shall submit the appropriate license fee(s) and an investigation fee as established by resolution, which shall be for investigation and verification of all information contained in the application form. The decision whether or not to renew a license rests within the discretion of the City Council. No licensee has a right to have the license renewed.

504.142. Adoption of State Law by Reference. The provisions of Minn. Stat. Ch. 340A as they may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of wine are hereby adopted by reference and are made a part of this Chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. Ch. 340A and the provisions of this chapter, the more restrictive governs unless state expressly controls.

Section 4. Amendment. Chapter 505 of the Wayzata City Code (Private Club Liquor) is hereby amended to read in its entirety as follows (~~struck text deleted~~; underlined text added):

CHAPTER 505

PRIVATE CLUB LIQUOR

505.01. Definitions. ~~For the purposes of this Chapter, the words and terms defined in Minn. Stat. §340.07, shall have the meanings given them therein.~~

a. “Private club” shall mean an incorporated organization organized under the laws of the state of Minnesota for civic, fraternal, social, or business purposes, for intellectual improvement, or for the promotion of sports, or a congressionally chartered veterans' organization, which:

(1) has more than 30 members;

(2) has owned or rented a building or space in a building for more than one year that is suitable and adequate for the accommodation of its members;

(3) is directed by a board of directors, executive committee, or other similar body chosen by the members at a meeting held for that purpose. No member, officer, agent, or employee shall receive any profit from the distribution or sale of beverages to the members of the club, or their guests, beyond a reasonable salary or wages fixed and voted each year by the governing body.

b. For the purposes of this Chapter the words defined in Section 502.01 of this Code shall have the meanings given them therein.

505.02. License Required. No private club shall directly or indirectly sell or keep for sale within the City any intoxicating liquor for on-sale purposes without first having been issued an appropriate license to do so as provided herein. Each such license shall be issued for a period of one year and shall expire on April 30th of each year.

505.03. Types of Licenses. Private Club Liquor Licenses shall be of the following types:

- a. "On Sale" licenses, which shall be issued only to ~~bona fide~~ private clubs, and which shall permit the sale of intoxicating liquor Monday through Saturday for consumption on the premises only.
- b. "Sunday On Sale" licenses, which shall be issued only to ~~bona fide~~ private clubs having a seating capacity of at least thirty (30) persons, and which shall permit the sale of intoxicating liquor on Sunday for consumption on the premises only.

505.04. License Fees. ~~Fees are hereby adopted by reference and are as established by City Council resolution. The annual license fees for licenses issued under this Chapter shall be in an amount to be determined from time to time by Resolution of the City Council. At the time of each original application or renewal for any of the licenses issued under this Chapter the total annual license fee therefor shall be paid in full by the applicant. Upon rejection or withdrawal of an application the license fee(s) submitted therefor (but not the fees for applicant's background investigation) shall be refunded in full to the applicant, except when rejection or withdrawal is based upon a willful misstatement of fact by the applicant. No part of any fee for an issued license shall be refunded, except as authorized by State Statute.~~

(Ord. 449 [1-7-1986])

505.05. Application Procedures. ~~Each original application for a license issued under this Chapter or application for the renewal of such a license shall be submitted to the City Manager on forms provided by the City. Each original application for an On-Sale Wine License or application for the renewal of such a license shall contain the information listed in Section 7 of Chapter 502 (Intoxicating Liquors) and such other information as the City Council may require. Such an application shall be in the form prescribed by the State Liquor Control Commissioner and shall be filed with the City~~

Manager. Any willful misstatement of fact by the applicant shall be cause for rejection of the application.

505.06. Licensing Procedures. Licensing procedures for licenses issued under this Chapter shall be the same as those for licenses issued under Chapter 502 (Intoxicating Liquors). ~~The City Manager shall investigate and verify all facts set forth in an original application for a Private Club Liquor License, and he shall report the results of his investigation to the City Council. Following receipt of this report the City Council shall hold a Public Hearing on the license application. Ten (10) days' notice of this Hearing shall be given by publication in the official newspaper of the City and by direct mailing to all property owners within 350 feet of the subject property. At this Hearing opportunity shall be given for any person to be heard for or against the requested license. Following the Public Hearing the Council shall, in its discretion, approve or deny the requested license.~~

~~Each license issued under this Chapter shall be issued only to the applicant and only for the premises described in the application. No such license may be transferred to another club or location without prior City Council approval.~~

505.07. License Restrictions. Each license issued under this Chapter shall be subject to the provisions of Section 10 of Chapter 502 (Intoxicating Liquors), to all laws, ordinances and restrictions applicable thereto, and to the express restriction that only club members of the private club holding a license, and their bona fide guests of such members, may be served or sold intoxicating liquor thereunder, which shall act as continuous restrictions upon any such license.

505.08. Insurance. Every applicant and license holder under this Chapter must comply with the insurance requirements of Section 13 of Chapter 502 (Intoxicating Liquors).

505.089. Suspension or Revocation. The City Council may suspend or revoke any license issued hereunder in accordance with the provisions of Section 501.09 of this Code.

505.10. Duration and Renewal of License. All licenses issued under this Chapter shall expire on April 30th of each year. If an application is made during a license year, such a license may be issued for the remainder of the license year for a prorated fee, with any unexpired fraction of a month being counted as one month. Application for renewal of an existing license shall be made at least forty-five (45) days prior to expiration of the license, and it shall be made in such a form as provided by the City Manager, which shall contain some or all of the information listed in Section 502.07 that the City Manager deems relevant to evaluating the renewal request. The licensee also shall submit the appropriate license fee(s) and an investigation fee as established by resolution, which shall be for investigation and verification of all information contained in the application form. The decision whether or not to renew a license rests within the discretion of the City Council. No licensee has a right to have the license renewed.

505.11. Adoption of State Law by Reference. The provisions of Minn. Stat. Ch. 340A as they may be amended from time to time, with reference to the definition of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of wine are hereby adopted by reference and are made a part of this Chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. Ch. 340A and the provisions of this chapter, the more restrictive governs unless state expressly controls.

Section 5. Effective Date

3.1 This Ordinance will become effective upon passage and publication.

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

Ken Willcox
Mayor

ATTEST:

Heidi Nelson
City Manager

First Reading:
Second Reading:
Publication:

000043/204032/1705054_3

CITY OF WAYZATA



PLANNING DEPARTMENT

MEMORANDUM

To: City Council
From: Bryan Gadow, City Planner
Date: December 31, 2013
Re: Sunsets Development Agreement Amendment

At the September 17, 2013 City Council meeting, the Council reviewed and approved a development application from Sunsets Restaurant for an amendment to a 1988 Development Agreement and CUP, and a new Outdoor Sidewalk Café CUP. The application was approved as part of Resolution 32-2013. One of the conditions of the approval resolution is that the Applicant and the City formally amend the 1988 Development Agreement to incorporate the approvals and conditions of approval.

Since the Council approved the project in September, staff and the City Attorney have worked with the property owner's attorney to draft up the amendment to the 1988 Development Agreement (the "Amendment"). The Amendment includes all of the Council conditions of approval from Resolution 32-2013, including the condition for a future financial obligation for fourteen (14) parking spaces created by the expansion of the outdoor patio operation. Once approved, the Amendment will be recorded against the property with the County.

Attachments

- Draft Development Agreement Amendment – Mark Up Version
- Draft Development Agreement Amendment – Clean Version
- 1988 Development Agreement

**AGREEMENT AND AMENDMENT
TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT**

THIS AGREEMENT AND AMENDMENT TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT ("Agreement") is made as of the day__of_____, 2013 ("Effective Date"), by and between the City of Wayzata, a Minnesota municipal corporation ("City"), and Clock Tower Venture, [a Texas joint venture](#) ("Owner").

RECITALS:

WHEREAS, City and the predecessor in interest to Owner are parties to a certain Development Agreement that runs with the land, dated March 1, 1988, attached hereto as Exhibit A (the "Original Development Agreement and Conditional Use Permit"), providing for the development of property located at 700 Lake Street East in Wayzata, Minnesota, as more specifically described in the Original Development Agreement and in the attached Exhibit B (the "Property");

WHEREAS, the Owner wishes to create an outdoor bar area and increase the number of outdoor seats on the Property, and has obtained approval from the City for such that requires the Owner, as a condition of the approval, to amend the Original Development Agreement, in a form acceptable to the City Attorney, to incorporate the approvals and conditions granted in the approval resolution, including, but not limited to the future financial obligation for fourteen (14) parking spaces;

WHEREAS, in accordance with the foregoing, and the requirements of City of Wayzata Resolution No. 32-2013 (the "Resolution"), the parties desire to amend the Original Development Agreement and Conditional Use Permit as set forth below;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

A. Amendments to the Original Development Agreement and Conditional Use Permit:

1. Amendment No. 1. All references to "Developer" in the Original Development Agreement and Conditional Use Permit that are a part of a continuing or present right, covenant, representation or obligation shall be read to include "Owner". Nothing in this Agreement shall relieve Developer from any covenant, representation or obligation in the Original Development Agreement and Conditional Use Permit that was not finally met or extinguished, or that has not been duly assigned and assumed by another party.

2. Amendment No. 2. The first two sentences of the second paragraph in Subsection 1 are hereby amended as follows (~~struck-text deleted~~; underlined text added):

The Project involves the construction of a two story building addition and terrace enclosure on property defined by paragraph 2A below, in addition to a 480 square foot (SF) rear addition to the main level to allow for interior trash storage. The ground floor level will be devoted exclusively to a restaurant, not to exceed 192 permanent restaurant seats, 18 indoor bar seats, 18 enclosed patio bar seats, 8 tables and associated chairs on adjacent City Right of Way (ROW), and 90 temporary seasonal, outdoor patio seats, and a lobby/entrance area conforming to C-4B zoning district requirements.

3. Amendment No. 3. The third paragraph in Subsection 1 is hereby amended in its entirety as follows (~~struck-text deleted~~; underlined text added):

In recognition of the ordinance provisions, the City hereby agrees to allow through conditional use permit, the ~~Developer~~ Owner to proceed without providing for the parking space shortage for the existing and future approved building and uses. Said shortages being defined by the Zoning Ordinance and calculated at a maximum of ~~61~~fourteen (14) spaces.

4. Amendment No. 4. Subsection 3(E) is hereby amended in its entirety as follows (~~struck-text deleted~~; underlined text added):

Acknowledgement of Parking Shortage. The ~~Developer~~ Owner acknowledges a required parking shortage based upon the building use as defined by Subsection 1 and the Zoning Ordinance and acknowledges financial responsibility for this shortage should the City undertake a parking expansion project as outlined in paragraph 4. Said responsibility shall be limited to a maximum of ~~sixty-one (61)~~fourteen (14) spaces.

5. Amendment No. 5. Subsection 4(A) is hereby amended in its entirety as follows (~~struck-text deleted~~; underlined text added):

Definition of “Benefit”. Such statutes provide that special assessments may be levied against a property only to the extent that such property “benefits” from improvements funded by special assessments, and the amount of such “benefit” equals the increase of the fair market value of the property resulting from the creation of such improvements. Acknowledging that it may be difficult to quantify or measure the increase in fair market value resulting from the provisions of public parking facilities in the vicinity of the project, the City and ~~Developer~~ Owner agree that the cost of

providing public parking shall result in an increase in the fair market value of those properties benefitting from such parking in an amount identical to such costs, but in no event to exceed ~~\$7,500.00~~\$15,000.00 per parking space, and as further adjusted in the paragraphs of this Agreement to determine ~~Developer's~~Owner's proportionate share. The City will work to identify additional funding sources to contribute to the construction of any public parking facility. The ~~\$7,500.00~~\$15,000.00 per parking space limit is intended to apply, pursuant to this Agreement, only to the ~~Developer~~Owner and not necessarily to other property owners assessed.

6. Amendment No. 5. The third sentence in Subsection 4(B) is hereby amended in its entirety as follows (~~struck-text deleted~~; underlined text added):

For purpose of this apportionment, parties agree that Owner has a maximum ~~64~~fourteen (14) space parking deficit.

7. Amendment No. 6. Subsection 4(D) is hereby amended in its entirety as follows (~~struck-text deleted~~; underlined text added):

Area Parking Shortage. ~~Developer's~~Owner's proportionate share of the assessment for such parking facility shall in no event exceed the cost of acquiring, constructing and maintaining that number of spaces (subject to the ~~\$7,500.00~~\$15,000.00 per space limit at paragraph 4A above) which ~~Developer~~Owner has failed to provide according to paragraph 3C above, in proportion to the then existing assessment area shortage of required parking spaces for all properties in the assessment areas. In determining the ~~Developer~~Owner's proportionate share of any such new parking facility costs, ~~Developer~~Owner's percentage of the area shortage shall be multiplied times the total cost of the parking facility to determine the dollar amount ~~payable to Developer~~the Owner shall pay, subject to the aforesaid ~~\$7,500.00~~\$15,000.00 limit and the other terms of this Agreement.

8. Amendment No. 7. Subsection 4(E) is hereby amended in its entirety as follows (~~struck-text deleted~~; underlined text added):

Obligation to Specially Assess. In order to assess ~~Developer~~Owner under this Agreement for any new parking facility costs, the City must specially assess the cost of the parking facility to all properties in the area defined in paragraph 4C above.

9. Amendment No. 8. Subsection 4(F) is hereby amended in its entirety as follows (~~struck-text deleted~~; underlined text added):

Maintenance Costs. Costs of maintaining any such parking facility may be assessed separately from the costs of acquisition and construction of same and shall not be subject to the ~~\$7,500.00~~\$15,000.00 per space limit provided at paragraph 3A above.

~~Developer~~Owner agrees that the project shall pay its proportionate share of maintenance costs.

10. Amendment No. 9. The third sentence in Subsection 5 is hereby amended in its entirety as follows (~~struck~~-text deleted; underlined text added):

The ~~Developer~~Owner agrees that the City's inability to impose assessments on other property owners shall not constitute a valid basis for the ~~Developer's~~Owner's refusal to pay such assessments, provide that such assessments are allocated so that appropriate share attributable to properties whose owners successfully resist the imposition of assessments, or to properties which are not assessed for any other reason, is paid by the City, or, in any event, is not borne by the ~~Developer~~Owner.

11. Amendment No. 10. Subsection 6 is hereby amended in its entirety as follows (~~struck~~-text deleted; underlined text added):

Duration of Consent to Assessment. If no special assessments have been levied by December 31, ~~1998~~2023, pursuant hereto, ~~Developer's~~Owner's consent to and obligation for special assessments described herein shall terminate. Thereafter, the City may only assess ~~Developer~~Owner of this project pursuant to the terms of Minnesota Statutes Section 429 et seq. or similar law.

B. Additional Agreements Related to Approval Resolution:

1. All of the conditions of approval in the Resolution are hereby made a part of this Agreement, as if set forth fully herein, including those listed below, and the Owner agrees to comply with them all:

A. The Owner shall obtain and maintain the appropriate license/s from the City for use of the City ROW on which the outdoor seating and waiting areas are to be located, which license/s may be granted, revoked and/or denied in the sole discretion of the City on the basis of any reason related to the health, safety and welfare of the City, and/or the need to use the City ROW for other public or City purposes.

B. The Owner shall modify the waiting area layout to only utilize low-top tables and chairs, in lieu of the high-top tables included in the Application.

C. The Owner must comply with any future policy and fee established by the City Council for use of City Right-of-Way.

D. The Owner shall meet any future financial obligation for fourteen (14) parking spaces as set forth elsewhere in this Agreement.

- E. The Owner shall work with City Staff on the design of the outdoor bench and associated landscaping.
- F. The Owner shall apply for and must receive approval of the appropriate building permits from the City Building Official.
- G. The Owner shall install no more than nine (9) additional tables and associated chairs, as depicted on Attachment A of the Resolution, for a total of ninety (90) seats for the collective outdoor seating areas on the Owner's Property and City ROW.
- H. The Owner shall demark the outdoor seating and waiting areas on City ROW from the adjacent pedestrian area, with the proposed metal and canvas panel fencing depicted in the Application. The canvas panels shall be of a dark canvas material with no logos or text. The Owner shall be responsible to ensure the tables and chairs remain in the approved outdoor seating and waiting areas. The City shall also monitor the outdoor seating and waiting areas to ensure the outdoor seating and waiting areas remain in the approved area.
- I. The Owner shall include one covered trash receptacle matching appearance of other furniture shall be provided for the tables.
- J. The Owner shall install landscape material at the entrance of the restaurant adjacent to the City ROW.
- K. The Owner shall maintain at least a five (5) foot clear pedestrian passage way between the proposed outdoor seating and waiting areas and the building at all times.
- L. The Owner shall ensure that any proposed umbrellas have a minimum clearance of seven (7) feet above the sidewalk.
- M. The Owner shall ensure that a minimum of forty two inches (42") be provided within the aisles of the proposed café area.
- N. The Owner shall ensure that the furniture will be movable to allow for seasonal changes.
- O. The furniture shall be washable, constructed of metal or other weather resistant material, and maintained in a safe and sanitary condition.
- P. The Owner shall not store furniture on the sidewalks between the months of

November and April.

Q. No outside bar, cooking facility, food preparation or holding area, or wait station shall be established in the outdoor seating and waiting areas or the City ROW.

R. Any lighting used to illuminate the café area shall be arranged as to reflect light away from the adjoining properties and public streets, and be in compliance with the applicable City ordinances.

S. No electronic amplified outdoor music, intercom, audio speakers, or other such noise generating devices shall be allowed in the proposed café area.

T. The Owner shall enter into a hold harmless agreement with the City, exempting the City from all liability claims associated with the proposed outdoor seating and waiting areas use on City ROW.

U. The Owner shall be responsible for maintenance of the public ROW for which the outdoor seating and waiting areas area located upon, and any damage to the City ROW associated with the outdoor seating and waiting areas use.

V. Security of the outdoor seating and waiting areas shall be the responsibility of the property owner and/or tenant.

W. The Owner shall be responsible to pick up litter within one hundred (100) feet of the outdoor seating and waiting areas on a daily basis.

X. A special license for outdoor sidewalk café shall be renewed no later than November 1st of each year.

Y. Annual/perennial flowers or other appropriate vegetative materials shall be used to enhance streetscape aesthetics.

Z. Canopies/umbrellas shall be used for summer sun protection subject to the provisions of this Ordinance.

AA. Design of site furnishings and café layout shall be reviewed prior to installation by the City subject to the above provisions.

2. Failure to comply with any one of the conditions listed in this Section B shall result in the revocation of the approval of the Sidewalk CUP granted in the Resolution.

C. Other:

1. Hold Harmless Agreement. The Owner shall defend, indemnify and hold harmless the City of Wayzata from any and all claims of any kind and nature, losses, damage, liability, injury, or expense, claimed by the Owner, its employees, vendors, customers, guests and invitees, or others, in connection with, associated with, or arising out of the outdoor seating and waiting area use. The foregoing obligation of defense, indemnity, and hold harmless is joint and several. The Owner shall procure and maintain sufficient liability insurance, naming the City of Wayzata as an additional insured, to cover its potential liability under this section, in amounts no less than \$500,000 per person and \$1,000,000 per occurrence covering persons, and in the same amounts covering property.

2. Default. Failure by the Owner to observe and substantially perform any covenant, condition or obligation on its part to be observed or performed under this Agreement shall be considered an “Event of Default” under this Agreement. Whenever any Event of Default occurs and the Owner fails to cure such default within twenty (20) days after notice by the City (or such longer or shorter period as may be reasonably necessary and specified by the City in the notice) then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, take anyone or more of the following actions:

- i. Perform or hire a third party to perform for the account of the Owner any obligation of the Owner hereunder. The Owner shall promptly reimburse the City for any reasonable expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Property or to act in accordance with this Agreement. When the City does any work as allowed herein, the City may, in addition to its other remedies, assess the cost in whole or in part against the Property and the Property shall be deemed to have benefited from the work in the reasonable amount expended by the City to perform such work.
- ii. Withhold approval of any permit or licenses with respect to the Property, including building permits, ROW licenses or other business licenses for the Property and/or the business operated thereon.
- iii. Assess against the Property any reasonable costs incurred by the City due to the breach of this Agreement by Owner and not theretofore reimbursed by the Owner, and the Property shall be deemed to have benefited in the amount and to the extent of such costs.
- iv. Cancel and terminate any Conditional Use Permit associated with the Property.

3. Conformance with Laws. The Owner shall comply with the terms of this Agreement and all local, state, and federal laws and regulations applicable to the Property and the operations of the business thereon.

4. Waiver and Amendment. The action or inaction of the City shall not constitute a waiver of or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. No license, building permit or certificate of occupancy shall be issued which conflicts with the requirements of this Agreement, and any such license, permit or certificate which does so conflict shall be void. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release. If any portion, section, sub-section, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

5. Interpretation of Agreement. Wherever there exists a conflict between this Agreement and the Original Development Agreement, the provisions of this Agreement shall control. Nothing in this Agreement shall supersede anything in the Resolution. Unless otherwise indicated, capitalized terms shall be defined in the manner set forth in the Original Development Agreement or the Resolution. Except as expressly modified herein, the Original Development Agreement is in full force and effect. From and after the Effective Date, the term "Development Agreement" shall mean and refer to the Original Development Agreement as amended and supplemented by this Agreement.

6. Run with the Land. This Agreement is binding on the Owner, all successors and assigns of Owner, and on any future owner/s of the Property. The Owner may not assign this Agreement without written consent of the City Council. This Agreement, and any future amendments thereto, shall run with the land and shall be recorded against the title to the Property by the Owner at the expense of the Owner. Owner shall provide the City with a recorded copy of this Agreement, and any amendments thereto, as soon as they are available.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the day and year first above written.

CITY:

City of Wayzata,
A Minnesota municipal corporation
~~liability company~~

OWNER:

Clock Tower Venture
a ~~Texas joint venture~~ ~~Minnesota limited~~

By: _____

By: _____

Kenneth Willcox, Mayor

Jurgen Stielow, ~~Its Chief Manager~~
Managing Venturer

By: _____

Heidi Nelson,
City Manager

STATE OF MINNESOTA

} ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Kenneth Willcox, the Mayor of the City of Wayzata, and Heidi Nelson, the City Manager of City of Wayzata., a Minnesota municipal corporation, on behalf of the municipal corporation.

Becky Malone-Notary Public

STATE OF

~~MINNESOTA~~ TEXAS

} ss.

COUNTY OF

~~HENNEPIN~~ TRAVIS

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Jurgen Stielow, ~~the Chief Manager~~ Managing Venturer of Clock Tower Venture, ~~LLC~~, a ~~Minnesota-Texas joint venture~~ limited liability company, on behalf of the ~~joint venture~~ limited liability company.

Notary Public
State of Texas

Drafted by:

CITY OF WAYZATA
600 Rice Street
Wayzata, MN 55391
(952) 404-5312

Exhibit A
Original Development Agreement and Conditional Use Permit

Exhibit B
Property Legal Description

Lot 001, Block 001, The Clocktower Addition

**AGREEMENT AND AMENDMENT
TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT**

THIS AGREEMENT AND AMENDMENT TO DEVELOPMENT AGREEMENT AND CONDITIONAL USE PERMIT ("Agreement") is made as of the day__of_____, 2013 ("Effective Date"), by and between the City of Wayzata, a Minnesota municipal corporation ("City"), and Clock Tower Venture, a Texas joint venture ("Owner").

RECITALS:

WHEREAS, City and the predecessor in interest to Owner are parties to a certain Development Agreement that runs with the land, dated March 1, 1988, attached hereto as Exhibit A (the "Original Development Agreement and Conditional Use Permit"), providing for the development of property located at 700 Lake Street East in Wayzata, Minnesota, as more specifically described in the Original Development Agreement and in the attached Exhibit B (the "Property");

WHEREAS, the Owner wishes to create an outdoor bar area and increase the number of outdoor seats on the Property, and has obtained approval from the City for such that requires the Owner, as a condition of the approval, to amend the Original Development Agreement, in a form acceptable to the City Attorney, to incorporate the approvals and conditions granted in the approval resolution, including, but not limited to the future financial obligation for fourteen (14) parking spaces;

WHEREAS, in accordance with the foregoing, and the requirements of City of Wayzata Resolution No. 32-2013 (the "Resolution"), the parties desire to amend the Original Development Agreement and Conditional Use Permit as set forth below;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

A. Amendments to the Original Development Agreement and Conditional Use Permit:

1. Amendment No. 1. All references to "Developer" in the Original Development Agreement and Conditional Use Permit that are a part of a continuing or present right, covenant, representation or obligation shall be read to include "Owner". Nothing in this Agreement shall relieve Developer from any covenant, representation or obligation in the Original Development Agreement and Conditional Use Permit that was not finally met or extinguished, or that has not been duly assigned and assumed by another party.

2. Amendment No. 2. The first two sentences of the second paragraph in Subsection 1 are hereby amended as follows:

The Project involves the construction of a two story building addition and terrace enclosure on property defined by paragraph 2A below, in addition to a 480 square foot (SF) rear addition to the main level to allow for interior trash storage. The ground floor level will be devoted exclusively to a restaurant, not to exceed 192 permanent restaurant seats, 18 indoor bar seats, 18 enclosed patio bar seats, 8 tables and associated chairs on adjacent City Right of Way (ROW), and 90 temporary seasonal, outdoor patio seats, and a lobby/entrance area conforming to C-4B zoning district requirements.

3. Amendment No. 3. The third paragraph in Subsection 1 is hereby amended in its entirety as follows:

In recognition of the ordinance provisions, the City hereby agrees to allow through conditional use permit, the Owner to proceed without providing for the parking space shortage for the existing and future approved building and uses. Said shortages being defined by the Zoning Ordinance and calculated at a maximum of fourteen (14) spaces.

4. Amendment No. 4. Subsection 3(E) is hereby amended in its entirety as follows:

Acknowledgement of Parking Shortage. Owner acknowledges a required parking shortage based upon the building use as defined by Subsection 1 and the Zoning Ordinance and acknowledges financial responsibility for this shortage should the City undertake a parking expansion project as outlined in paragraph 4. Said responsibility shall be limited to a maximum of fourteen (14) spaces.

5. Amendment No. 5. Subsection 4(A) is hereby amended in its entirety as follows:

Definition of “Benefit”. Such statutes provide that special assessments may be levied against a property only to the extent that such property “benefits” from improvements funded by special assessments, and the amount of such “benefit” equals the increase of the fair market value of the property resulting from the creation of such improvements. Acknowledging that it may be difficult to quantify or measure the increase in fair market value resulting from the provisions of public parking facilities in the vicinity of the project, the City and Owner agree that the cost of providing public parking shall result in an increase in the fair market value of those properties benefitting from such parking in an amount identical to such costs, but in no event to

exceed \$15,000.00 per parking space, and as further adjusted in the paragraphs of this Agreement to determine Owner's proportionate share. The City will work to identify additional funding sources to contribute to the construction of any public parking facility. The \$15,000.00 per parking space limit is intended to apply, pursuant to this Agreement, only to the Owner and not necessarily to other property owners assessed.

6. Amendment No. 5. The third sentence in Subsection 4(B) is hereby amended in its entirety as follows:

For purpose of this apportionment, parties agree that Owner has a maximum fourteen (14) space parking deficit.

7. Amendment No. 6. Subsection 4(D) is hereby amended in its entirety as follows:

Area Parking Shortage. Owner's proportionate share of the assessment for such parking facility shall in no event exceed the cost of acquiring, constructing and maintaining that number of spaces (subject to the \$15,000.00 per space limit at paragraph 4A above) which Owner has failed to provide according to paragraph 3C above, in proportion to the then existing assessment area shortage of required parking spaces for all properties in the assessment areas. In determining the Owner's proportionate share of any such new parking facility costs, Owner's percentage of the area shortage shall be multiplied times the total cost of the parking facility to determine the dollar amount the Owner shall pay, subject to the aforesaid \$15,000.00 limit and the other terms of this Agreement.

8. Amendment No. 7. Subsection 4(E) is hereby amended in its entirety as follows:

Obligation to Specially Assess. In order to assess Owner under this Agreement for any new parking facility costs, the City must specially assess the cost of the parking facility to all properties in the area defined in paragraph 4C above.

9. Amendment No. 8. Subsection 4(F) is hereby amended in its entirety as follows:

Maintenance Costs. Costs of maintaining any such parking facility may be assessed separately from the costs of acquisition and construction of same and shall not be subject to the \$15,000.00 per space limit provided at paragraph 3A above. Owner agrees that the project shall pay its proportionate share of maintenance costs.

10. Amendment No. 9. The third sentence in Subsection 5 is hereby amended in its entirety as follows:

The Owner agrees that the City's inability to impose assessments on other property owners shall not constitute a valid basis for the Owner's refusal to pay such assessments, provide that such assessments are allocated so that appropriate share attributable to properties whose owners successfully resist the imposition of assessments, or to properties which are not assessed for any other reason, is paid by the City, or, in any event, is not borne by the Owner.

11. Amendment No. 10. Subsection 6 is hereby amended in its entirety as follows:

Duration of Consent to Assessment. If no special assessments have been levied by December 31, 2023, pursuant hereto, Owner's consent to and obligation for special assessments described herein shall terminate. Thereafter, the City may only assess Owner of this project pursuant to the terms of Minnesota Statutes Section 429 et seq. or similar law.

B. Additional Agreements Related to Approval Resolution:

1. All of the conditions of approval in the Resolution are hereby made a part of this Agreement, as if set forth fully herein, including those listed below, and the Owner agrees to comply with them all:
 - A. The Owner shall obtain and maintain the appropriate license/s from the City for use of the City ROW on which the outdoor seating and waiting areas are to be located, which license/s may be granted, revoked and/or denied in the sole discretion of the City on the basis of any reason related to the health, safety and welfare of the City, and/or the need to use the City ROW for other public or City purposes.
 - B. The Owner shall modify the waiting area layout to only utilize low-top tables and chairs, in lieu of the high-top tables included in the Application.
 - C. The Owner must comply with any future policy and fee established by the City Council for use of City Right-of-Way.
 - D. The Owner shall meet any future financial obligation for fourteen (14) parking spaces as set forth elsewhere in this Agreement.
 - E. The Owner shall work with City Staff on the design of the outdoor bench and associated landscaping.
 - F. The Owner shall apply for and must receive approval of the appropriate

building permits from the City Building Official.

- G. The Owner shall install no more than nine (9) additional tables and associated chairs, as depicted on Attachment A of the Resolution, for a total of ninety (90) seats for the collective outdoor seating areas on the Owner's Property and City ROW.
- H. The Owner shall demark the outdoor seating and waiting areas on City ROW from the adjacent pedestrian area, with the proposed metal and canvas panel fencing depicted in the Application. The canvas panels shall be of a dark canvas material with no logos or text. The Owner shall be responsible to ensure the tables and chairs remain in the approved outdoor seating and waiting areas. The City shall also monitor the outdoor seating and waiting areas to ensure the outdoor seating and waiting areas remain in the approved area.
- I. The Owner shall include one covered trash receptacle matching appearance of other furniture shall be provided for the tables.
- J. The Owner shall install landscape material at the entrance of the restaurant adjacent to the City ROW.
- K. The Owner shall maintain at least a five (5) foot clear pedestrian passage way between the proposed outdoor seating and waiting areas and the building at all times.
- L. The Owner shall ensure that any proposed umbrellas have a minimum clearance of seven (7) feet above the sidewalk.
- M. The Owner shall ensure that a minimum of forty two inches (42") be provided within the aisles of the proposed café area.
- N. The Owner shall ensure that the furniture will be movable to allow for seasonal changes.
- O. The furniture shall be washable, constructed of metal or other weather resistant material, and maintained in a safe and sanitary condition.
- P. The Owner shall not store furniture on the sidewalks between the months of November and April.
- Q. No outside bar, cooking facility, food preparation or holding area, or wait station shall be established in the outdoor seating and waiting areas

or the City ROW.

- R. Any lighting used to illuminate the café area shall be arranged as to reflect light away from the adjoining properties and public streets, and be in compliance with the applicable City ordinances.
 - S. No electronic amplified outdoor music, intercom, audio speakers, or other such noise generating devices shall be allowed in the proposed café area.
 - T. The Owner shall enter into a hold harmless agreement with the City, exempting the City from all liability claims associated with the proposed outdoor seating and waiting areas use on City ROW.
 - U. The Owner shall be responsible for maintenance of the public ROW for which the outdoor seating and waiting areas area located upon, and any damage to the City ROW associated with the outdoor seating and waiting areas use.
 - V. Security of the outdoor seating and waiting areas shall be the responsibility of the property owner and/or tenant.
 - W. The Owner shall be responsible to pick up litter within one hundred (100) feet of the outdoor seating and waiting areas on a daily basis.
 - X. A special license for outdoor sidewalk café shall be renewed no later than November 1st of each year.
 - Y. Annual/perennial flowers or other appropriate vegetative materials shall be used to enhance streetscape aesthetics.
 - Z. Canopies/umbrellas shall be used for summer sun protection subject to the provisions of this Ordinance.
 - AA. Design of site furnishings and café layout shall be reviewed prior to installation by the City subject to the above provisions.
2. Failure to comply with any one of the conditions listed in this Section B shall result in the revocation of the approval of the Sidewalk CUP granted in the Resolution.

C. Other:

1. Hold Harmless Agreement. The Owner shall defend, indemnify and hold harmless the City of Wayzata from any and all claims of any kind and nature, losses, damage, liability, injury, or expense, claimed by the Owner, its employees, vendors, customers, guests and invitees, or others, in connection with, associated with, or arising out of the outdoor seating and waiting area use. The foregoing obligation of defense, indemnity, and hold harmless is joint and several. The Owner shall procure and maintain sufficient liability insurance, naming the City of Wayzata as an additional insured, to cover its potential liability under this section, in amounts no less than \$500,000 per person and \$1,000,000 per occurrence covering persons, and in the same amounts covering property.

2. Default. Failure by the Owner to observe and substantially perform any covenant, condition or obligation on its part to be observed or performed under this Agreement shall be considered an “Event of Default” under this Agreement. Whenever any Event of Default occurs and the Owner fails to cure such default within twenty (20) days after notice by the City (or such longer or shorter period as may be reasonably necessary and specified by the City in the notice) then the City may, in addition to any other remedies or rights available to the City at law or equity and those specifically given the City under this Agreement or its ordinances, take anyone or more of the following actions:

- i. Perform or hire a third party to perform for the account of the Owner any obligation of the Owner hereunder. The Owner shall promptly reimburse the City for any reasonable expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Property or to act in accordance with this Agreement. When the City does any work as allowed herein, the City may, in addition to its other remedies, assess the cost in whole or in part against the Property and the Property shall be deemed to have benefited from the work in the reasonable amount expended by the City to perform such work.
- ii. Withhold approval of any permit or licenses with respect to the Property, including building permits, ROW licenses or other business licenses for the Property and/or the business operated thereon.
- iii. Assess against the Property any reasonable costs incurred by the City due to the breach of this Agreement by Owner and not theretofore reimbursed by the Owner, and the Property shall be deemed to have benefited in the amount and to the extent of such costs.
- iv. Cancel and terminate any Conditional Use Permit associated with the Property.

3. Conformance with Laws. The Owner shall comply with the terms of this Agreement and all local, state, and federal laws and regulations applicable to the Property and the operations of the business thereon.

4. Waiver and Amendment. The action or inaction of the City shall not constitute a waiver of or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. No license, building permit or certificate of occupancy shall be issued which conflicts with the requirements of this Agreement, and any such license, permit or certificate which does so conflict shall be void. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release. If any portion, section, sub-section, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

5. Interpretation of Agreement. Wherever there exists a conflict between this Agreement and the Original Development Agreement, the provisions of this Agreement shall control. Nothing in this Agreement shall supersede anything in the Resolution. Unless otherwise indicated, capitalized terms shall be defined in the manner set forth in the Original Development Agreement or the Resolution. Except as expressly modified herein, the Original Development Agreement is in full force and effect. From and after the Effective Date, the term "Development Agreement" shall mean and refer to the Original Development Agreement as amended and supplemented by this Agreement.

6. Run with the Land. This Agreement is binding on the Owner, all successors and assigns of Owner, and on any future owner/s of the Property. The Owner may not assign this Agreement without written consent of the City Council. This Agreement, and any future amendments thereto, shall run with the land and shall be recorded against the title to the Property by the Owner at the expense of the Owner. Owner shall provide the City with a recorded copy of this Agreement, and any amendments thereto, as soon as they are available.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the day and year first above written.

CITY:

City of Wayzata,
A Minnesota municipal corporation

OWNER:

Clock Tower Venture
a Texas joint venture

By: _____
Kenneth Willcox, Mayor

Jurgen Stielow, Managing Venturer

By:_____

Heidi Nelson,
City Manager

STATE OF MINNESOTA

} ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Kenneth Willcox, the Mayor of the City of Wayzata, and Heidi Nelson, the City Manager of City of Wayzata., a Minnesota municipal corporation, on behalf of the municipal corporation.

Becky Malone-Notary Public

STATE OF TEXAS

} ss.

COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this_____ day of_____, 2013, by Jurgen Stielow, Managing Venturer of Clock Tower Venture, , a Texas joint venture, on behalf of the joint venture.

Notary Public
State of Texas

Drafted by:

CITY OF WAYZATA
600 Rice Street
Wayzata, MN 55391
(952) 404-5312

Exhibit A
Original Development Agreement and Conditional Use Permit

Exhibit B
Property Legal Description

Lot 001, Block 001, The Clocktower Addition

DEVELOPMENT AGREEMENT AND
CONDITIONAL USE PERMIT

THIS AGREEMENT, made this 1st day of March, 1988, by and between the City of Wayzata, a Minnesota municipal corporation, ("City"), and Gertrud Elisabeth Noelting ("Developer");

1. Conditional Use Permit. Subject to the terms and conditions set forth herein, the City hereby grants a conditional use permits for a Shoreland Impact Plan, for a restaurant use, and for a parking shortage for expansion of an existing development in order to facilitate the Developer in proceeding with the construction and completion of the following described project (the "Project").

The construction of a two story building addition and terrace enclosure on property defined by paragraph 2A below. The ground floor level will be devoted exclusively to a restaurant, not to exceed 192 permanent restaurant seats, 18 bar seats, and 40 temporary seasonal, outdoor seats, and a lobby/entrance area conforming to C-4 zoning district requirements. The second level of the building shall be utilized exclusively for commercial office space or other such use as allowed within and according to C-4 zoning district requirements. On separate property acquired from the Burlington Northern Railroad a one-way driveway entrance and minimum 25 space parking lot shall be constructed by the City. The driveway and parking lot are to be deeded to the City at no cost.

In recognition of ordinance provisions, the City hereby agrees to allow through conditional use permit, the Developer to proceed without providing for the parking space shortage for the exiting building and uses. Said shortages being defined by the Zoning Ordinance and calculated at a maximum of 61 spaces.

2. Property.

- A. The existing building is on property at 700 East Lake Street, Wayzata, Hennepin County, Minnesota, legally described as:

That part of Lots 12, 13 and 15, Block 2, Stephen's Second Addition to Wayzata and of Outlot 14, Wayzata, described as follows: Beginning at a point on the Northwesternly line of said Lot 15, distant 1 foot Southwesterly from the most Northerly corner thereof; thence Southwesterly along the Northwesternly line of said Lot 15, and the

extension thereof 72.50 feet; thence Southeasterly 150.64 feet, more or less, along a line which would intersect the Southwesterly extension of the Southeasterly line of said Lot 12, said point of intersection being 34.92 feet Southwesterly from the most Southerly corner of said Lot 12; thence Northeasterly along said extended line and along the Southeasterly line of said Lot 12, a distance of 87.39 feet, more or less, to a point 26 feet Southwesterly from the Northeasterly corner of said Lot 12; thence Northwesterly parallel with the Northeasterly line of Lots 12, 13 and 15, said Block 2, a distance of 150 feet to the point of beginning.

- B. The new building is on land generally defined in Exhibit "A" and within the parcel described in 2A above.
- C. The driveway and new parking lot are on land generally defined and legally described as shown upon Exhibit "A", excepting therefrom the land described in 2A above.

3. Conditions. The conditional use permit is issued upon and subject to the following stipulations:

- A. Building Development. The building and immediate site plans attached as Exhibit "C" and are herein incorporated into this Agreement and the project shall be constructed in accordance therewith. Construction shall be completed prior to December 31, 1988.
- B. Driveway and Parking Development. The driveway and parking lot plans attached as Exhibit "B" are herein incorporated into this Agreement shall be constructed by City in general accordance therewith. Construction is to be completed prior to December 31, 1988. At the Developer's option, Developer's share of the cost of construction, which is agreed to be no more than \$30,000.00, may be financed through a City assessment procedure over a period not exceeding two (2) years. The Developer shall be responsible only for the actual cost of construction and related expenses, not to exceed \$30,000.00.
- C. Parking Credit. In any future assessments undertaken by the City for the provision of parking spaces, the property described in

paragraph 2A shall be given credit for parking spaces actually constructed on the property described in paragraph 2C. In no event shall the credit be less than 25 spaces.

- D. Land Conveyance. The Developer shall prepare a new plat of land described at 2A and 2C above, and shall execute and deliver a Quit Claim Deed conveying ~~title~~ to the driveway and the new parking lot legally described in 2C above, to City, subject to the restriction that the property conveyed to the City must be used as a public parking lot and driveway, and in the event the property and driveway are no longer used for public parking purposes, title to the parking lot and driveway shall revert to Developer, her successors or assigns.

*Fee Simple
absolute title*

*and
Q & N.*

- E. Acknowledgement of Parking Shortage. The Developer acknowledges a required parking shortage based upon the building use as defined by the Zoning Ordinance and acknowledges financial responsibility for this shortage should the City undertake a parking expansion project as outlined in paragraph 4. Said responsibility shall be limited to a maximum of sixty-one (61) spaces.
- F. Driveway and Parking Lot Maintenance. For the land conveyed to the City for parking and driveway, maintenance and/or repair following transfer of ownership to the City may be assessed to the benefited properties.
- G. Shoreland Impact Improvements. The Developer shall submit a Shoreland Impact Plan as defined by the Zoning Ordinance to the Minnehaha Watershed District and shall make required site improvements as stipulated by the Minnehaha Watershed District. This Agreement shall be subject to and contingent upon Buyer's acceptance of the cost of any such improvements.
- H. Related Property Matters.
1. Developer shall exert reasonable efforts to clarify property boundaries between Developer's property and the property located immediately to the East of the existing structure which is defined in paragraph 2A. This task shall be completed no later than December 31, 1988.

2. The City shall obtain access easements as specified by the City and illustrated in Exhibit "B" between the Schmidt and Olson Buildings and between the Koenig, Robin and Lindquist, Vennum Buildings by ~~June 1, 1988~~ *Dec 1, 1988: mnd RPN*

3. City and Developer shall agree that if either of them acquires the "railroad property" from Burlington Northern Railway or any other owner, which property lies Southerly of Developer's property described in paragraph 2A herein, and between the extension Southerly to the shore of Lake Minnetonka, of the Easterly and Westerly boundaries thereof, no structure, obstruction, tree or other vegetation will be erected or allowed to exist upon said property, which would obstruct the view of Lake Minnetonka from Developer's property.

I. Replat of Existing Property. The Developer shall be responsible for a replat of existing and new land parcels which comprise the future building site, parking lot and driveway. Said plat is to be subject to City approval and shall be completed by December 31, 1988.

J. Property Signing. The Developer agrees that signing on the building shall be in compliance with limits established by City ordinances. Said signing shall include the proposed clock(s) if constructed.

4. Future Special Assessments. Any future special assessments levied to fund the acquisition, construction and/or maintenance of one or more at-grade or ramp parking facilities which would be available for the use of employees, invitees and tenants of Developer, will be levied pursuant to Minnesota Statute Section 429.001 through 429.091, and as follows:

A. Definition of "Benefit",.. Such statutes provide that special assessments may be levied against a property only to the extent that such property "benefits" from improvements funded by special assessments, and the amount of such "benefit" equals the increase of the fair market value of the property resulting from the creation of such improvements. Acknowledging that it may be difficult to quantify or measure the increase in fair market value resulting from the provisions of public parking facilities in the vicinity of the project, the City and Developer agree that the

cost of providing public parking shall result in an increase in the fair market value of those properties benefitting from such parking in an amount identical to such costs, but in no event to exceed \$7,500.00 per parking space, and as further adjusted in the paragraphs of this Agreement to determine Developer's proportionate share. The \$7,500.00 per parking space limit is intended to apply, pursuant to this Agreement, only to the Developer and not necessarily to other property owners assessed.

B. Apportionment of Special Assessments. Pursuant to Minnesota Statute Section 459.14(7), the city may establish a different rate of assessment for properties benefited to a greater or lesser extent by such parking facility. Developer acknowledges and agrees that any apportionment of the costs of such parking facility which benefits the project and other properties may be apportioned based on the number of parking spaces which any one benefited property has failed to provide in accordance with pertinent city ordinances. For purpose of this apportionment, parties agree that Developer has a maximum 61 space parking deficit. For example, a property which failed to provide 50 parking spaces as required by the pertinent City ordinance, would pay twice as much in special assessments as Developer whose shortage is 25 parking spaces for such a parking facility benefiting both properties.

C. Assessment Area. Any parking facility within the following "assessment area" shall be deemed to be beneficial to the Project. The assessment area shall be those parcels of land bounded by Lake Minnetonka to the South, Walker Avenue to the West, Superior Boulevard to the East and Indian Mound Street or its extension to the North. When the City levies special assessments for such a parking facility it may elect to adjust such assessments on the basis of proximity to the parking facility. Developer shall benefit from such adjustment in like fashion to others assessed, but Developer agrees that special assessments for such parking facility may be apportioned among properties within the assessment area without adjustment based on the distance between the benefited property and the facility. The absence of such an adjustment is justified by the fact that to the extent that the users of properties closer than the project to a new public parking facility make use of such facility,

pre-existing public parking located closer to the project will then be freed up and available for users of the project. The City reserves the right to levy assessments with a smaller assessment area than the one described above.

- D. Area Parking Shortage. Developer's proportionate share of the assessment for such parking facility shall in no event exceed the cost of acquiring, constructing and maintaining that number of spaces (subject to the \$7,500.00 per space limit at paragraph 4A above) which Developer has failed to provide according to paragraph 3C above, in proportion to the then existing assessment area shortage of required parking spaces for all properties in the assessment areas. In determining Developer's proportionate share of any such new parking facility costs, Developer's percentage of the area shortage shall be multiplied times the total cost of the parking facility to determine the dollar amount payable to Developer, subject to the aforesaid \$7,500.00 limit and the other terms of this Agreement.
- E. Obligation to Specially Assess. In order to assess Developer under this Agreement for any new parking facility costs, the City must specially assess the cost of the parking facility to all properties in the area defined in paragraph 4C above.
- F. Maintenance Costs. Costs of maintaining any such parking facility may be assessed separately from the costs of acquisition and construction of same and shall not be subject to the \$7,500.00 per space limit provided at paragraph 3A above. Developer agrees that the project shall pay its proportionate share of maintenance costs.

5. Challenges to Assessments. The parties acknowledge that variances for parking deficiencies have previously been granted to the owners of other properties in downtown Wayzata, which owners have not signed a similar Development Agreement. In the event that assessments are imposed for a parking facility, such other owners may be able to successfully resist the imposition of such assessment on their properties in the absence of such Development Agreements. The Developer agrees that the City's inability to impose assessments on other property owners shall not constitute a valid basis for the Developer's refusal to pay such assessments, provided that such assessments are allocated so that appropriate share attributable to properties whose owners successfully resist

the imposition of assessments, or to properties which are not assessed for any other reason, is paid by the City, or, in any event, is not borne by the Developer.

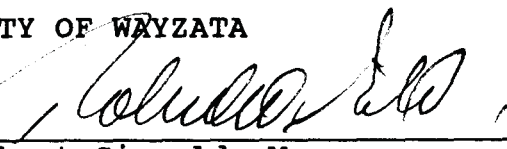
6. Duration of Consent to Assessment. If no special assessments have been levied by December 31, 1998, pursuant hereto, Developer's consent to and obligation for special assessments described herein shall terminate. Thereafter, the City may only assess Developer of this project pursuant to the terms of Minnesota Statutes Section 429 et seq.

7. Alternative Parking. Developer shall have the right to obtain for the project alternative parking spaces to replace some or all of the parking shortage identified in paragraph 1 above. Such alternative parking spaces must be within the assessment area defined in paragraph 4C and must satisfy all requirements of the City's ordinances (including the issuance of a conditional use permit, if so required).

8. Miscellaneous Terms and Conditions. Each party has carefully reviewed the terms and conditions of this Agreement and each agree that such terms and conditions are reasonable. In the event that any one or more terms of this Agreement shall be held to be void or unenforceable by any Court of competent jurisdiction for any reason, the balance of this Agreement shall be valid and in full force and effect so long as the effect thereof does not substantially alter the terms of the Agreement or any respective rights of the parties. This Agreement shall be governed by and be interpreted according to the laws of the State of Minnesota, and it shall be binding upon and inure to the benefit of the administrators, executors, heirs, assigns and successors of the respective parties hereto. This Agreement shall run with the land and shall be binding upon subsequent owners of the project.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement and Conditional Use Permit as of the date first above written.

CITY OF WAYZATA

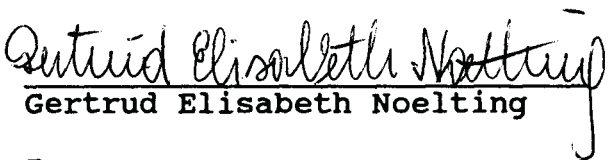
By: 

Robert Gisvold, Mayor

By: 

Allan Orsen, City Manager

DEVELOPER:


Gertrud Elisabeth Noelting

COFFIN & GRONBERG, INC.
SURVEYING, ENGINEERING AND LAND PLANNING
482-A TAMARACK AVENUE
LONG LAKE, MINN. 55358

473-4141

February 29, 1988

Legal Descriptions
for Gertrud Noelting
in Lots 12, 13, and 15, Block 2
"Stephens Second Addition to Wayzata"
and Outlot 14, Wayzata "revised"
Hennepin County, Minnesota

1. City Parcel

That part of the tract of land in the plat of Wayzata, designated as Outlot 14 on the plat of Wayzata "revised" Hennepin County, Minnesota, described as follows: Beginning at a point on the Southwesterly extension of the Northwestern line of Lot 15, Block 2, "Stephens Second Addition to Wayzata" distant 91.5 feet Southwesterly from the most Northerly corner of said Lot 15, as measured along the Northwestern line of said Lot 15 and its Southwesterly extension; said point of beginning also being the point of beginning of "Line A"; thence Southeasterly along said "Line A" to a point on the Southwesterly extension of the Southeasterly line of Lot 1 in said Block 2, distant 40 feet Southwesterly from the most Southerly corner of said Lot 1, and said "Line A" there ending; thence Northeasterly along the Southwesterly extension of the Southeasterly line of said Lot 1 a distance of 40 feet to the most Southerly corner of said Lot 1; thence Northwesterly to a point on the Southwesterly extension of the Southeasterly line of Lot 12 in said Block 2, distant 12.92 feet Southwesterly from the most Southerly corner of said Lot 12; thence Southwesterly along the Southwesterly extension of the Southeasterly line of said Lot 12 to a line 18.00 feet northwesterly of, measured at a right angle to and parallel with said "Line A"; thence Northwesterly along said parallel line to its intersection with the Southwesterly extension of the Northwestern line of said Lot 15; thence Southwesterly along the Southwesterly extension of the Northwestern line of said Lot 15 to the point of beginning.

2. Noelting Parcel

That part of Lots 12, 13 and 15, Block 2, "Stephens Second Addition to Wayzata" and of the tract of land in the plat of Wayzata, designated as Outlot 14 on the plat of Wayzata "revised" Hennepin County, Minnesota, described as follows: Beginning at a point on the Northwestern line of said Lot 15 distant one foot Southwesterly from the most Northerly corner of said Lot 15; thence Southwesterly along the Northwestern line of said Lot 15 and its Southwesterly extension a distance of 90.5 feet to "Point A"; thence Southeasterly along "Line A" to its intersection with the Southwesterly extension of the Southeasterly line of said Lot 12; , said "Line A" being described as beginning at said "Point A" and running Southeasterly to a point on the Southwesterly extension of the Southeasterly line of Lot 1 in said Block 2; distant 40 feet Southwesterly from the most Southerly corner of said Lot 1, and said "Line A" there ending; thence Northeasterly along the Southwesterly extension of

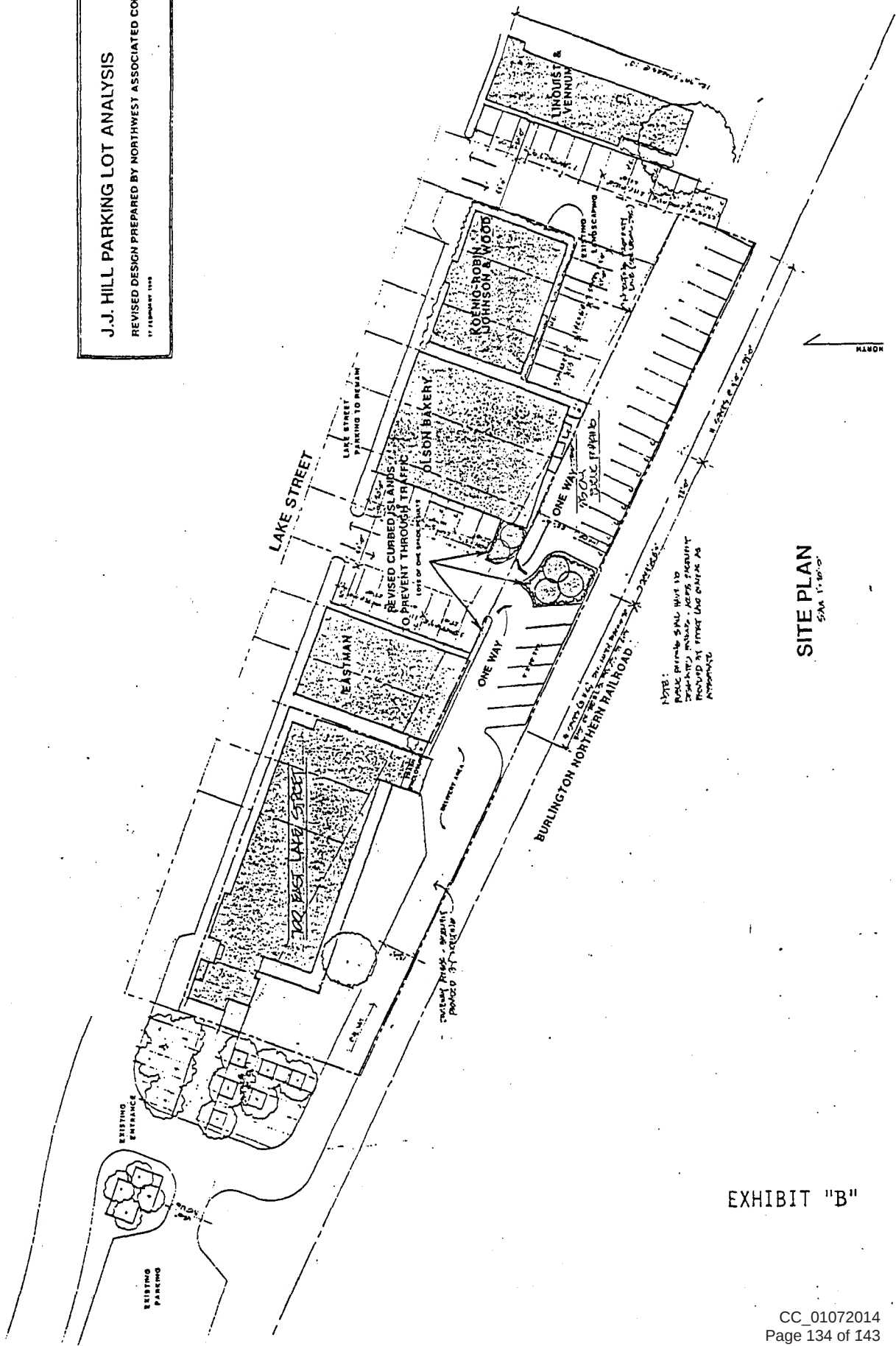
COFFIN & GRONBERG, INC.
SURVEYING, ENGINEERING AND LAND PLANNING
482-A TAMARACK AVENUE
LONG LAKE, MINN. 55356

473-4141

-2-

the Southeasterly line of said Lot 12 and the Southeasterly line of said Lot 12 to a point distant 26 feet Southwesterly from the Northeasterly corner of said Lot 12; thence Northwesterly parallel with the Northeasterly line of Lots 12, 13 and 14, said Block 2, a distance of 150 feet to the point of beginning, EXCEPT the Southwesterly 18.00 feet of the above described parcel.

J.J. HILL PARKING LOT ANALYSIS
 REVISED DESIGN PREPARED BY NORTHWEST ASSOCIATED CONSULTANTS
 17 FEBRUARY 1998

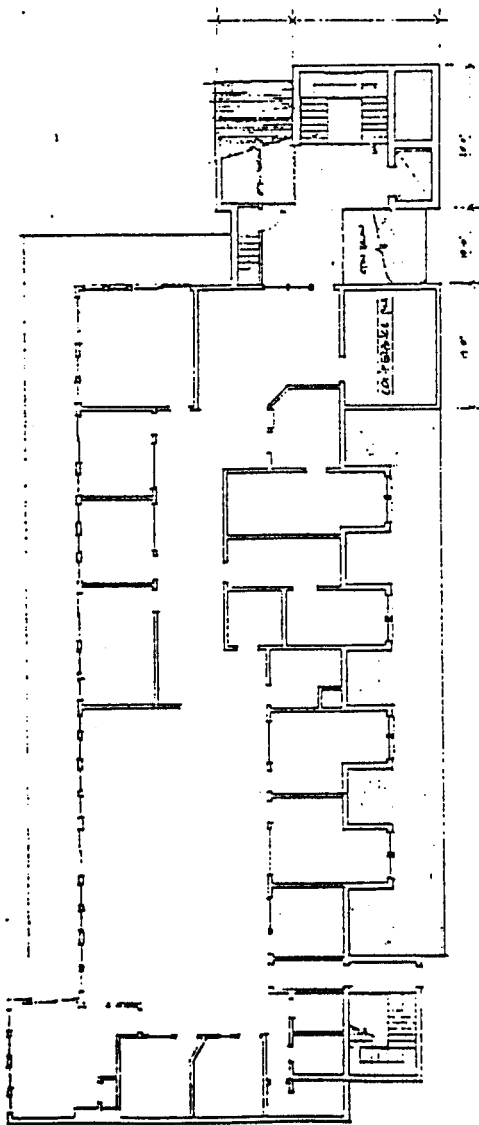


88-08
 REMODELING/ADDITION
 700 EAST LAKE ST.
 WAYZATA, MINNES
 110 1,000

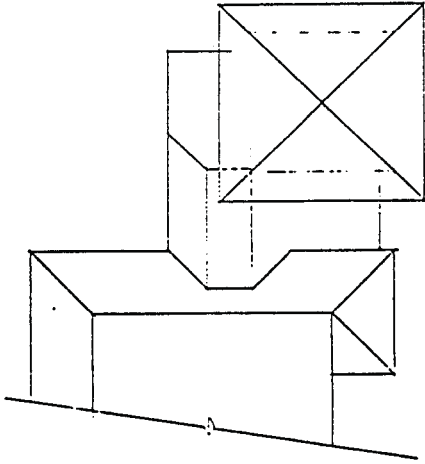
ROBERT SCHWARTZ
 25 Linden Street
 St. Louis, MO 63101

SITE PLAN
 5/8" = 1' - 00"

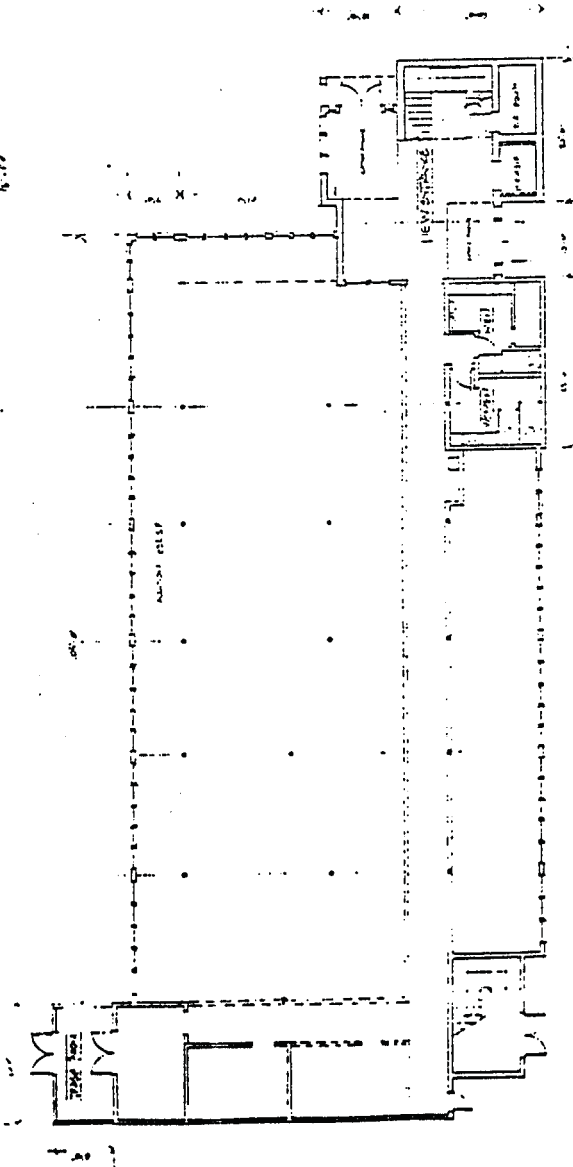
EXHIBIT "B"



SECOND FLOOR PLAN
18'-0"



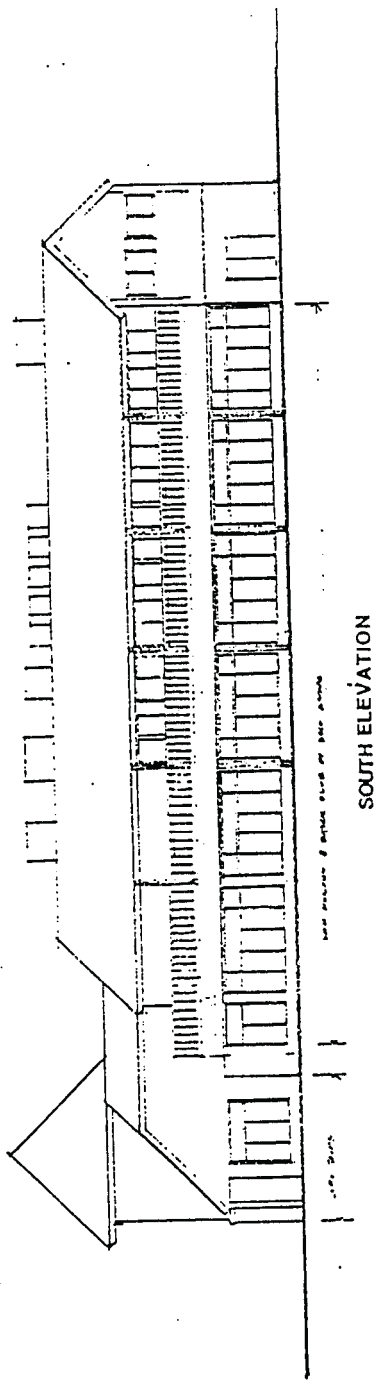
ROOF PLAN
18'-0"



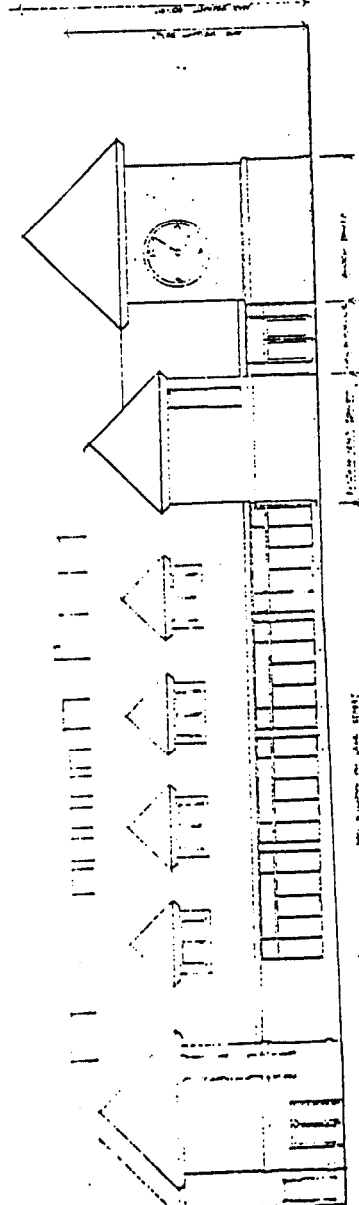
FIRST FLOOR PLAN
18'-0"

100 5475
88-08
REMODELING/ADDITION FOR
700 EAST LAKE STREET
WAYZATA, MINNESOTA
R. J. Weber
ARCHITECTS
11100 15TH AVE. N. SUITE 100
MINNEAPOLIS, MN 55412

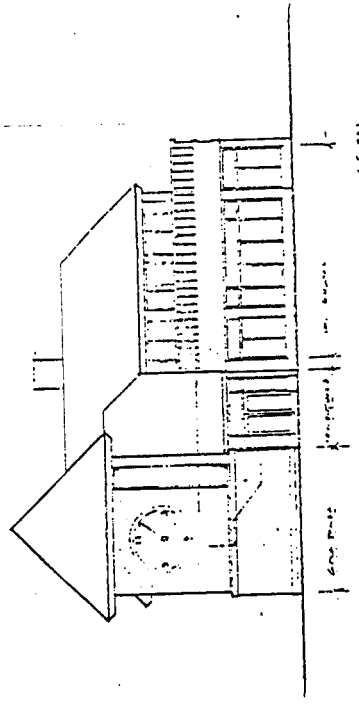
EXHIBIT "C_1"



SOUTH ELEVATION



NORTH ELEVATION

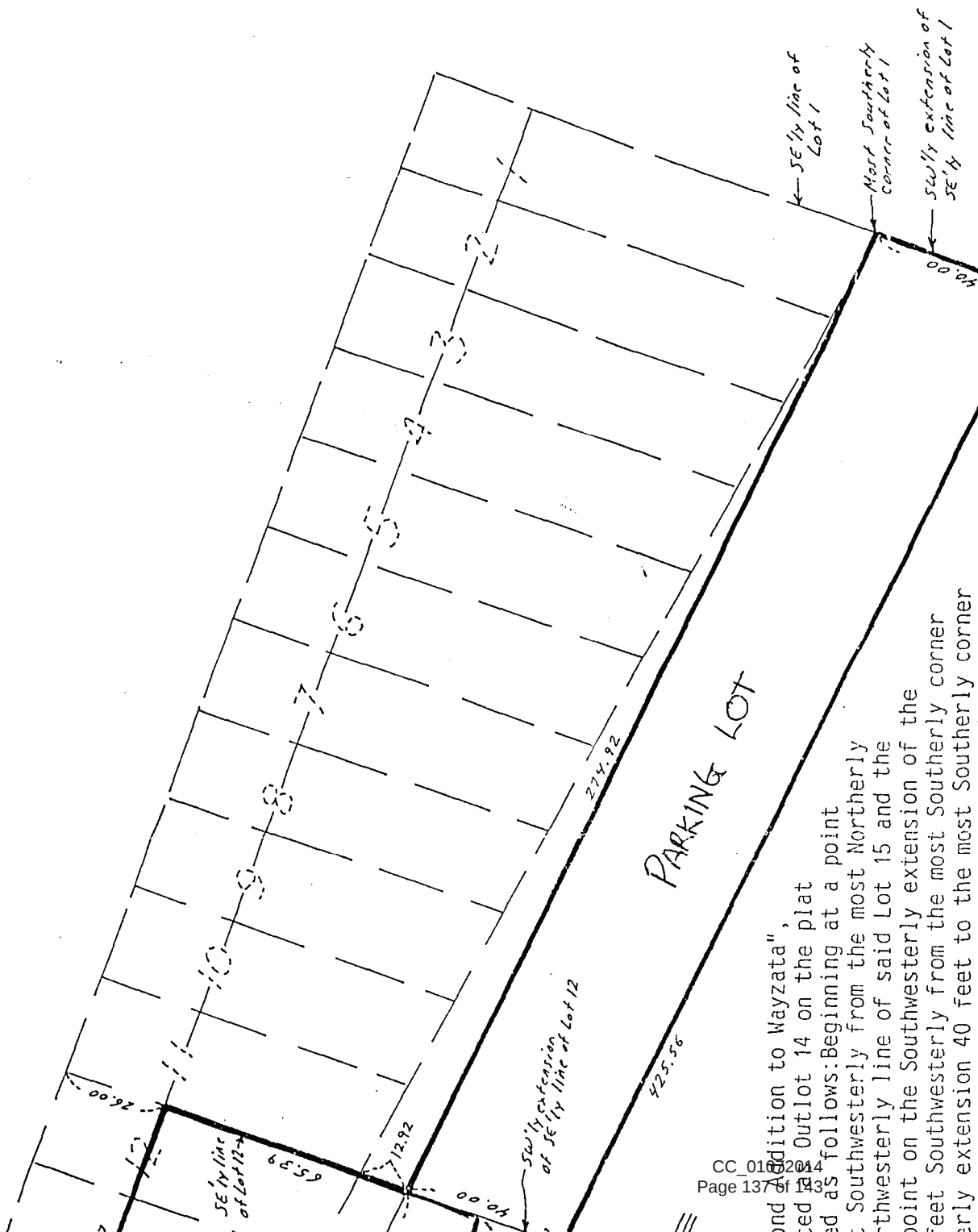


WEST ELEVATION

88-08
REMODELING/ADDITION FOR
700 EAST LAKE STREET
WAYZATA, MINNESOTA
9/15/10 Schmitt/Neil Weber
3111 Excelsior Avenue, Suite 100, Minneapolis, MN 55425

EXHIBIT "C-2"

Sketch for Gertrud E. Noelting
 in Lots 12, 13, and 15, Block 2
 "Stephens Second Addition to Wayzata"
 and Outlot 14, Wayzata "revised"
 Hennepin County, Minnesota



**CITY OF WAYZATA
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 742

AN ORDINANCE VACATING CERTAIN PORTIONS OF SUPERIOR BLVD.

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 portions of a certain street formerly known as Superior Blvd, said portions hereof depicted on the attached Exhibit A and legally described on the attached Exhibit B;

WHEREAS, the City and the owner of the adjacent property at 755 Lake Street desires to finalize the vacation and squaring up (the "Square Up") of underlying portions of the former Superior Blvd, as contemplated in a Memorandum of Sale and Development Agreement entered into on September, 22, 2010, and said vacation is necessary for such Square Up to proceed; 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 portions of Superior Blvd depicted on the attached Exhibits is 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: December 17, 2013
Second Reading: January 7, 2014
Publication: January 14, 2013

Exhibit A

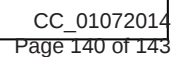


Exhibit B

Legal Description of Parcels Involved in Vacation

1. Tract F, REGISTERED LAND SURVEY NO. 1808, Hennepin County, Minnesota.
2. The Southeasterly 33.00 feet of that part of the following described property lying northeasterly of a line run from the southwest corner of Tract F, REGISTERED LAND SURVEY NO. 1808, Hennepin County, Minnesota, to the intersection of the westerly line of Outlot 15, WAYZATA "REVISED", according to the recorded plat thereof, with the easterly prolongation of the south line of Block 1, STEPHENS' SECOND ADDITION TO WAYZATA, according to the recorded plat thereof. Said property is described as:

That part of the tract of land in a plat of WAYZATA, designated as Outlot 15, on the plat of WAYZATA "REVISED", Hennepin County, Minnesota, described as beginning at the northwesterly corner of said Outlot 15; thence southerly along the westerly line of said Outlot 15 a distance of 131 feet; thence easterly and northeasterly a distance of 146.55 feet along a curve concave to the northwest having a radius of 141 feet, a central angle of 59 degrees 33 minutes and a chord bearing of North 59 degrees 51 minutes East (assuming the westerly line of said Outlot 15 as bearing North and South); thence North 30 degrees 04 minutes 30 seconds East, tangent to said curve, a distance of 236.13 feet to an intersection with a line bearing North 59 degrees 02 minutes East from the point of beginning; thence South 59 degrees 02 minutes West a distance of 279.21 feet to the point of beginning; except that part of said Outlot 15 lying north of Mill Street and its easterly extension.

RESOLUTION NO. 01-2014

**A RESOLUTION DESIGNATING THE
CITY APPOINTMENTS AND ASSIGNMENTS FOR 2014**

BE IT RESOLVED by the City Council of the City of Wayzata that the following appointments are approved for 2014:

Jack Amdal	Mayor Pro Tem
2) Andrew Mullin	
3) Tom Tanner	
4) Bridget Anderson	
Bridget Anderson	Communications Board (Term expires 12/31/2014)
Daniel Baasen	LMCD Board of Directors (Term Expires 01/31/2015)
Tom Tanner	Suburban Rate Authority Representative
Best & Flanagan (Robert Meller)	City Attorney
Jeffrey W. Lambert, PA	Prosecuting Attorney
Hennepin County (City of Minnetonka)	Health Officer
<i>Sun-Sailor</i>	Official Newspaper (was <i>Lakeshore Weekly News</i> in 2013)
Scott Roberts	Assistant Weed Inspector
Heidi Nelson	Responsible Authority (for purposes of the Data Practices Act)
Dan Distel	Residential Property Assessor
Hennepin County Assessor's Office	Assessor for Commercial, Industrial, Utility & Apartment & the "Promenade of Wayzata" Properties
Councilmembers Mullin and Tanner	Long Lake/Wayzata Shared Services Study Group
Anchor Bank	Official Depositories
UBS Financial Services	
Morgan Stanley Smith Barney	
League of MN Cities 4M Fund & 4M Plus	
Wells Fargo Bank, N.A.	

BE IT FURTHER RESOLVED that all checks drawn against the account of the City of Wayzata at Anchor Bank of Wayzata shall be signed by City Manager Heidi Nelson and by either Mayor Ken Willcox or the Mayor Pro-Tem. Said signatures may be affixed to such checks by a signature plate or by hand; and

BE IT FURTHER RESOLVED that the above signatures also shall be considered the official signatures of the City of Wayzata; and

BE IT FURTHER RESOLVED that the Deputy City Clerk and Finance Manager shall have all authority and responsibility as delegated by the City Manager; and

BE IT FINALLY RESOLVED that the City Manager and any City employee designated by the City Manager shall have the ability to make credit card purchases on behalf of the City of Wayzata.

Adopted by the City Council of the City of Wayzata this 7th day of January, 2014.

Ken Willcox, Mayor

Attest: _____
Heidi Nelson, City Manager

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution:

I hereby certify that the foregoing is a true and correct copy of Resolution No. 01-2014 adopted by the City Council of the City of Wayzata, Minnesota, at a duly authorized meeting held on January 7, 2014.

Becky Malone, Deputy City Clerk

SEAL