

**CITY OF MOUNDS VIEW
CITY COUNCIL MEETING AGENDA
MOUNDS VIEW CITY HALL
Monday, August 14, 2023
6:00 p.m.**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Meehlhause, Cermak, Gunn, Lindstrom

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

- A. Approval of Minutes: July 24, July 31, and August 7, 2023
- B. Just and Correct Claims
- C. Resolution 9786; Authorizing the City to enter into an Agreement Regarding Ramsey County HRA Critical Corridors Commercial Corridor Initiative Grant (Filipino Village / Kusina, 2408 County Road I)
- D. Resolution 9787; Authorizing the City to enter into a Professional Services contract with HKGI related to Ramsey County HRA Critical Corridors Initiative Grant.
- E. Resolution 9788, Authorizing Separation Compensation for Community Development Director Jon Sevald
- F. Resolution 9795, Authorizing the Purchase of Utility Billing Interface Software and Services from Tyler Technologies
- G. Resolution 9800, Approving Settlement Agreement

6. SPECIAL ORDER OF BUSINESS

- A. Officer Brian Kammerer official swearing in - Chief Zender
- B. MVPD Second Quarter Report – Chief Zender

7. PUBLIC COMMENT

Citizens may speak to issues not on tonight's agenda. Before speaking, please give your full name and address for the minutes. Also, please limit your comments to three minutes.

8. COUNCIL BUSINESS

- A. Resolution 9789, Approving Professional Services Agreement with Tubman to Provide Public Safety and General Welfare Related Services Addressing Domestic Abuse

- B. Approve Resolution 9797 Approving and Accepting a Grant from Ramsey County- Be Active, Be Green, Ramsey County Bench Initiative Program
- C. First Reading and Introduction to Ordinance 1004; Amending Mounds View City Code 160.088 related to Accessory Dwelling Units
- D. Resolution 9790, Approving Minnesota Laws 2023, Chapter 64, Article 10, Section 41, Allowing the City of Mounds View to Impose a Local Sales Tax
- E. Resolution 9791, Approving the Imposition of a Local Sales Tax and Authorizing a Special Election During the November 7, 2023 Uniform Election
- F. Resolution 9794, Organized Garbage Collection
- G. Resolution 9799, Acquisition of Right of Way
- H. Resolution 9796, Approving contract services with Stantec for City Planner services
- I. Second Reading, Ordinance 1007, Prohibiting use of Cannabis in Public Places. **Roll Call Vote**
- J. Resolution 9798 Approving a Service Proposal with Goodpointe Technology for Pavement Evaluation Services and Software Upgrade

9. **REPORTS**

- A. Reports of Mayor and Council
- B. Reports of Staff
 - Public Works – Update on Street Projects
 - A. Spring Lake Road North of Mounds View Boulevard
 - B. Spring Lake Road South of County Road I
 - C. Spring Lake Road County Rd I to Knollwood Dr
 - D. Pleasant View / Stinson – street / trail and mailbox posts
- C. Reports of City Attorney

10. **NEXT COUNCIL WORK SESSION: Tuesday, September 5, 2023 at 6 pm**
NEXT COUNCIL MEETING: Monday, August 28, 2023 at 6 pm

11. **ADJOURNMENT**

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July 24, 2023

2401 Mounds View Boulevard, Mounds View, MN 55112

1. MEETING IS CALLED TO ORDER

3. ROLL CALL: Cermak, Gunn, Lindstrom, and Meehlhause

4. APPROVAL OF AGENDA

MOTION/SECOND: Lindstrom/Cermak. To Approve the Monday, July 24, 2023, agenda as presented.

Motion carried.

Council Member Lindstrom asked to remove Item 5E.

- MOTION/SECOND: Gunn/Lindstrom. To Approve the Consent Agenda as amended removing Item 5E.

Motion carried.

E. Resolution 9774, Approving the Hire of Finance Director Gayle Bauman.

Council Member Lindstrom stated Finance Director Mark Beer has worked for the City for the past 18 years and his last day with the City would be September 14, 2023. He explained the new Finance Director worked for a neighboring city which meant she understood the area. He looked forward to Gayle Bauman starting with the City on August 21 and wished her all the best in her new position.

MOTION/SECOND: Lindstrom/Cermak. To Waive the Reading and Adopt Resolution 9774, Approving the Hire of Finance Director Gayle Bauman.

Ayes – 4

Nays – 0

Motion carried.

6. SPECIAL ORDER OF BUSINESS

None.

7. PUBLIC COMMENT

Robert King, 7408 Silver Lake Road, expressed concern with what was happening to the City. He stated he did not like the way the Councilmembers were going after each other. He indicated he did not like the comment about “letting them see us win”. He reported someone a Councilmember was at work and she was being threatened. He explained he wanted to see the City come together.

Valerie Amundsen, 3048 Woodale Drive, stated he listened to the Council work session from a few weeks ago and she was quite disturbed. She agreed the all members of the City should be treating everyone with respect. She was bothered by the people who got out of hand privately or at meetings. She indicated for the most part, she has been impressed by the number of comments and people who have been making statements at public meetings. She reported these residents were doing their homework and wanted to be heard. She hoped this was what the City wanted its citizens to do. She hoped this would continue going forward and that the comments made at private meetings would be made publicly going forward.

Andrew Oltmanns, 5373 Jackson Drive, explained he has lived in Mounds View for the past 11 years. He reported he has listened to the private meeting and he believed it was terrible what happened. He stated he was curious how the funds would be spent that were allocated for the proposed apartments. He suggested the City consider spending money on roadway safety and speeding traffic. He stated he would like to see residents respecting roadway regulations and other drivers because there were people in the community that still cared.

Dan Mueller, 8343 Groveland Road, reported he listened to the infamous Council audio as well. He explained Acting Mayor Meehlhause mentioned being ticked off and that an officer had to be sitting in Council Chambers. He did not understand who the comment was directed at, but he also understand there were concerns about the safety of the Council. He indicated he was bothered by the fact the residents were not being referred to as residents, constituents, or voters, but rather was

being referred to as “these people”. He commented he would rather be referred to as “these people” than a couple of you guys. He noted the Council brought this on themselves by trying to push their personal agenda down the throats of residents and voters. He feared the Council was receiving bad advice and things were not working.

8. COUNCIL BUSINESS

A. Public Hearing to Consider Resolution 9779, Authorizing the Issuance, Sale and Delivery of Educational Facilities Revenue Notes and Approving the Form of and Authorizing the Execution and Delivery of the Notes and Related Documents (High School for Recording Arts Project).

Bond Counsel Libby Kantner requested the Council consider approval of the issuance, sale and delivery of educational facilities revenue notes and approving the form of and authorizing the execution and delivery of the notes for the High School for Recording Arts. She reported this was a charter school in the city of St. Paul and they were looking to refinance some of their outstanding debt. She explained the City of Mounds View would have no obligation to the debt but rather the bonds would be the responsibility of the High School for Recording Arts.

Acting Mayor Meehlhause opened the public hearing at 6:18 p.m.

Brian Amundsen, 3048 Woodale Drive, asked if the City’s bond rating would be impacted by the amount of conduit debt that it was issuing. He also questioned how much the City would receive from this debt issuance.

Hearing no further public input, Acting Mayor Meehlhause closed the public hearing at 6:20 p.m.

Bond Counsel Libby Kantner explained the City would receiving a 1% issuance fee for this conduit debt. She reported \$6.2 million would be issued which meant the City would receive \$62,000. She stated the City’s bond rating would not be impacted by the number or amount of conduit debt projects it has issued.

Acting Mayor Meehlhause asked if there was a limit to the amount of conduit bonds the City could issue on a yearly basis. Bond Counsel Libby Kantner reported the limit was \$10 million per year.

MOTION/SECOND: Lindstrom/Gunn. To Waive the Reading and Adopt Resolution 9779, Authorizing the Issuance, Sale and Delivery of Educational Facilities Revenue Notes and Approving the Form of and Authorizing the Execution and Delivery of the Notes and Related Documents (High School for Recording Arts Project).

Ayes – 4

Nays – 0

Motion carried.

B. First Reading and Introduction of Ordinance 1005 Amending Section 31.001 (B) of the Mounds View City Code Regarding the Composition of the Council and Establishing a Vice Acting Mayor.

City Attorney Riggs requested the Council introduce an Ordinance that would amend Section

1 31.001(B) of the Mound View City Code regarding the composition of the City Council and
2 establishing a Vice Acting Mayor. He explained this was an administration matter that would allow
3 the Council to appoint a Vice Acting Mayor in the event the Acting Mayor was not available. He
4 noted this language could be added to the City Charter as well, but he did not believe this was
5 necessary.

6
7 Council Member Lindstrom stated he would be interested in hearing from the Charter Commission
8 to see if they were interested in making an amendment.
9

10 Brian Amundsen, 3048 Woodale Drive, explained the Charter states in Section 203 – Council
11 Composition, that the Council shall be composed of a Mayor and four Councilmembers and that
12 in the event of a Mayor vacancy that the Acting Mayor is the Mayor. While he believed this was
13 a prudent thing to do, he believed taking action by Ordinance would be illegal or malfeasance. He
14 stated there was no position of Vice Acting Mayor within the Charter. He recommended the City
15 Council bring this item to the Charter Commission in the form of an Ordinance and that it be
16 brought forward in that matter.
17

18 Council Member Lindstrom asked how long it would take for the Charter Commission to take
19 action on the proposed Ordinance. Mr. Amundsen discussed how Council initiated language
20 changes had to be dealt with and stated this would become a ballot matter. He explained he did not
21 object to the proposed position, however per City Charter it was not allowed. He recommended
22 the Council approve a Vice Acting Mayor at a meeting, in the event Acting Mayor Meehlhause
23 was not able to attend a meeting.
24

25 Acting Mayor Meehlhause clarified for the record that staff did not bring this matter forward,
26 rather it was him.
27

28 City Attorney Riggs explained if Acting Mayor Meehlhause were incapacitated and not able to
29 perform his duties, the City have signing and other Mayoral duties that have to occur outside of
30 Council meetings.. He reported that was what this Ordinance was trying to address. He discussed
31 how Roberts Rules do not carry over from one meeting to another. He understood why the Charter
32 Commission would like to have this language included, however, he noted the Charter was silent
33 on other matters that were covered by the City.
34

35 Acting Mayor Meehlhause asked if the recommendation of staff was to move this item forward.
36 City Attorney Riggs reported this was his recommendation.
37

38 MOTION/SECOND: Gunn/Cermak. To Waive the First Reading and Introduce Ordinance 1005
39 Amending Section 31.001 (B) of the Mounds View City Code Regarding the Composition of the
40 Council and Establishing a Vice Acting Mayor.
41

42 Council Member Lindstrom stated this was a tough issue. He indicated he saw the need and the
43 value of having someone in place in between meetings. However, he also understood the
44 importance of the Charter and following specific processes. He stated he would be interested in
45 looking at trying to get this matter on the ballot for the Special Election in November.
46

Council Member Gunn indicated the concern would be, what would happen between now and November.

Council Member Lindstrom stated he understood this was the concern.

Council Member Gunn supported the Council approving the Ordinance and having the Charter Commission reviewing this matter.

Council Member Lindstrom believed if the Ordinance were approved, the Charter Commission's ability to take action on this item through their process would be taken away. City Administrator Zikmund explained the Charter Commission could still review this matter.

Acting Mayor Meehlhause stated the City was in an unusual position that no one could have anticipated or planned for. He believed the Council had to address the situation it was in. He explained he supported the Charter Commission taking this matter up as part of the Charter to ensure the City has the proper language in place should this type of situation occur again in the future. He did not see this matter going to a ballot, because it was an administrative issue.

Ayes – 3 Nays – 0 Abstain – 1 (Lindstrom) Motion carried.

C. Resolution 9781, Approving the Final Report for the Storm Water Assessment from Stantec Engineering Services.

Public Works/Parks and Recreation Director Peterson requested the Council approve the final report for the Storm Water Assessment from Stantec Engineering Services. He stated the City's storm water system was first constructed in the 1970's. He explained an RFP was put in place to assess the entire system and survey the ponds, while also providing for a maintenance plan. He reported the City has received a final report on the storm water assessment which has given staff an in depth look at the City's maintenance needs. He requested the Council accept the final report.

Council Member Lindstrom explained the City had completed this study in order to be proactive in how the City manages its storm water infrastructure and ponds. Public Works/Parks and Recreation Director Peterson reported this was the case. He commented further on how the City's maximum daily load of discharge was impacting water bodies downstream. He anticipated regional treatment centers would be needed in the future to treat for chlorides. He commented further on how important it was for the City to remove leaves from streets because this assisted in removing phosphorous from water ways.

MOTION/SECOND: Lindstrom/Gunn. To Waive the Reading and Adopt Resolution 9781, Approving the Final Report for the Storm Water Assessment from Stantec Engineering Services.

Ayes – 4 Nays – 0 Motion carried.

D. Resolution 9782, Approving Change Order #2 for the Area K Street Project regarding the Trail Lights on Mounds View Boulevard.

1 Public Works/Parks and Recreation Director Peterson requested the Council approve Change
2 Order #2 for the Area K Street Project regarding the Trail Lights on Mounds View Boulevard. He
3 discussed the trails and lighting that were proposed as part of this project. He explained the wrong
4 wiring was purchased for this project and the contractor was recommending the existing wire be
5 pulled and that the correct wire be purchased and installed for the trail lights. He reported there
6 was no impact to the 2023 Budget as this expense would come out of the 2023 Street Improvement
7 Fund.

8
9 Acting Mayor Meehlhause asked if this was an engineering design error. Public Works/Parks and
10 Recreation Director Peterson believed this to be the case. He stated the contractor installed the
11 wire as per the designs, but once it was in the pole, the gauge wire could not bend within the
12 smaller LED poles.

13
14 Council Member Lindstrom recommended the wire that was pulled be sold for scrap in order to
15 recover some of the lost cost for the wire. Public Works/Parks and Recreation Director Peterson
16 stated this would be done.

17
18 MOTION/SECOND: Gunn/Lindstrom. To Waive the Reading and Adopt Resolution 9782,
19 Approving Change Order #2 for the Area K Street Project regarding the Trail Lights on Mounds
20 View Boulevard.

21
22 Ayes – 4 Nays – 0 Motion carried.

23
24 **E. Resolution 9783, Approving the Proposal for the Silver View Storm Water**
25 **Pond Restoration.**

26
27 Public Works/Parks and Recreation Director Peterson requested the Council approve the proposal
28 for the Silver View Storm Water Pond Restoration. He commented on the work that would be done
29 to the Silver View storm water pond. He discussed the spot dredging, data collection, public
30 engagement, water quality assessment, upland restoration and permit work that would be
31 completed by Stantec. He estimated the project would cost \$140,250 and noted the project would
32 be funded by the Storm Water Fund.

33
34 Council Member Lindstrom questioned when the restoration work would begin. Public
35 Works/Parks and Recreation Director Peterson explained staff would work to gather public
36 comments prior to beginning any dredging or restoration work. He anticipated restoration work
37 would not begin until 2024.

38
39 City Administrator Zikmund reported the City has been building up a fund in preparation for the
40 dredging work. He commented on how cutting back the vegetation surrounding the pond would
41 assist with addressing the future sedimentation of the pond.

42
43 Council Member Gunn asked if the dredging work would assist with addressing the lily pads.
44 Public Works/Parks and Recreation Director Peterson stated the DNR would be working with the
45 City on this project as well and he would know more about how to address the lily pads after
46 speaking with them.

1
2 Acting Mayor Meehlhause questioned what type of meetings the City would be holding to engage
3 the public. Public Works/Parks and Recreation Director Peterson explained staff would be holding
4 public engagement meetings, separate from City Council meetings to speak with the neighbors
5 surrounding the storm water pond.

6
7 MOTION/SECOND: Gunn/Lindstrom. To Waive the Reading and Adopt Resolution 9783,
8 Approving the Proposal for the Silver View Storm Water Pond Restoration.

9
10 Ayes – 4 Nays – 0 Motion carried.

11
12 **F. Resolution 9784, Approving the Proposal for the Ardan Park Storm Water**
13 **Pond Dredging Project.**

14
15 Public Works/Parks and Recreation Director Peterson requested the Council approve the proposal
16 for the Ardan Park Storm Water Pond Dredging Project. He explained this project came from the
17 Stantec report. He reported this maintenance item would assist in managing this storm water pond.
18 He reviewed the proposal for this project from Stantec noting the cost was \$84,000, which would
19 be covered by the Storm Water Fund.

20
21 Council Member Lindstrom commented on how the woods surrounding this pond was impacting
22 the health of the storm water pond. He asked if all of the trees would be removed. Public
23 Works/Parks and Recreation Director Peterson explained the City Arborist has been analyzing and
24 inventorying the trees. He reported a large number of black walnuts have been found and these
25 would be saved where possible.

26
27 Acting Mayor Meehlhause questioned if this project would involve the DNR. Public Works/Parks
28 and Recreation Director Peterson stated the DNR would be involved to a degree.

29
30 Acting Mayor Meehlhause inquired if the \$84,000 price point included the dredging. Public
31 Works/Parks and Recreation Director Peterson reported the price for the dredging was not included
32 in this price. He explained the dredging work would be bid separately in 2024.

33
34 Carol Mueller, 8343 Groveland Road, stated in the past there have been issues with flooding near
35 Greenfield Park. She asked if the cleanup and dredging would assist with addressing this concern.
36 Public Works/Parks and Recreation Director Peterson stated this was a separate matter. He
37 commented further on the ditch work that would have to be done on Judicial Ditch 1 which flowed
38 through Greenfield Park.

39
40 MOTION/SECOND: Lindstrom/Cermak. To Waive the Reading and Adopt Resolution 9784,
41 Approving the Proposal for the Ardan Park Storm Water Pond Dredging Project.

42
43 Ayes – 4 Nays – 0 Motion carried.

44
45 **9. REPORTS**

46 **A. Reports of Mayor and Council.**

1
2 Council Member Gunn stated the Cable (Nine North) Commission met on Tuesday and would be
3 bringing forward a discussion matter concerning franchise fees. She anticipated franchise fees
4 would look different going forward.

5
6 Council Member Lindstrom explained he attended the Festival in the Park Committee meeting on
7 July 18. He reported two separate raffles were being planned for this year's event. He discussed
8 the items that would be included in the raffle. He stated the Fire Department has agreed to raffle
9 off a ride in the fire truck. He commented further on the events being planned for this year's festival
10 and invited the public to attend on Friday, August 18 and Saturday, August 19.

11
12 Council Member Cermak encouraged residents to participate in Night to Unite on Tuesday, August
13 1.

14
15 Council Member Cermak explained the Mounds View Police Foundation would meet next on
16 Tuesday, August 15 at Hodges Park at 5:30 p.m. to finalize items before Festival in the Park.

17
18 Acting Mayor Meehlhause stated a signed copy of the proclamation for former Mayor Al Hull had
19 been placed within a plaque and would be hung in the Council Chambers.

20
21 **B. Reports of Staff.**

22
23 Public Works/Parks and Recreation Director Peterson stated the Tribute Park Committee would
24 meet next on Tuesday, August 8 at 7:00 p.m. in the Council Chambers.

25
26 Public Works/Parks and Recreation Director Peterson provided the Council with an update on the
27 water treatment plant. He reminded the public to adhere to the odd/even water ban to ensure the
28 City can meet peak water requirements.

29
30 Public Works/Parks and Recreation Director Peterson stated he walked Street Project Area J with
31 the contractor last week and noted a punch list was created. He stated Area K has its first lift of
32 asphalt and curbing completed.

33
34 Public Works/Parks and Recreation Director Peterson discussed the storm clean up work staff was
35 completing after the severe storm that occurred last week.

36
37 Council Member Lindstrom thanked staff for their fast response to remove trees from the right of
38 way and streets after the severe storm.

39
40 City Administrator Zikmund stated CSC would be holding their walk in the park on Sunday, July
41 30 at Silver View Park from 9:00 a.m. to 11:00 a.m. The Council supported CSC being able to
42 hold this event.

43
44 City Administrator Zikmund explained staff was working on a flyer that can be handed out during
45 Night to Unite.

46

1 City Administrator Zikmund reported staff received a visit from Rice Creek Watershed
2 Commissioner Marcie Weinandt and noted she was not aware of any other city that was as engaged
3 in its stormwater as the City of Mounds View. He also learned she would not be continuing her
4 service after her term was up.

5
6 **C. Reports of City Attorney.**
7

8 City Attorney Riggs had nothing additional to report.
9

10 **10. Next Council Work Session: Monday, August 7, 2023, at 6:00 p.m.**
11 **Next Council Meeting: Monday, August 14, 2023, at 6:00 p.m.**
12

13 **11. ADJOURNMENT**
14

15 The meeting was adjourned at 7:22 p.m.
16

17 Transcribed by:
18

19 Heidi Guenther

20 *Minute Maker Secretarial*

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2401 Mounds View Boulevard, Mounds View, MN 55112
7:32 P.M.

Dr. Jean Strait, 7728 Knollwood Drive, reported she was a newer resident to Mounds View but her wife has lived in Mounds View her entire life. She spoke to the Council regarding Area K. She noted she drive Area K and took a number of photos. She discussed how deep the retaining wall

1 was across from Noel and CR's driveway. She believed there was poor communication between
2 the City and residents regarding this street improvement project. She discussed how her neighbors
3 have been cut off from their property. She questioned how CR was going to get over a wall to get
4 to his property. She reviewed several other pictures of the project and questioned why the lake was
5 not taken into consideration. She feared how much graffiti would end up on the new retaining wall.
6 She believed what the Council has done to the residents along this roadway was atrocious.

7
8 Joyce Jones Strait, 7728 Knollwood Road, reported she grew up in Mounds View. She noted she
9 went to Pinewood, then Highview and graduated from Irondale High School. She indicated three
10 of her children graduated from Irondale High School. She expressed great concern with how
11 Spring Lake was being impacted by the Area K street project. She discussed how much the City
12 was changing and noted this was a concern to her. She commented on the storm damage that
13 occurred to her home because of the clear cutting that occurred. She believed the retaining wall
14 was a tremendous eyesore. She was confused about the goal of the path and questioned why the
15 City was restricting access to the lake. She reported she was a middle school teacher and
16 recommended the City Council choose their words wisely when it comes to the language used in
17 the cannabis ordinances and where cannabis can be smoked.

18
19 CR Barrigan, 7765 Spring Lake Road, asked the Council to put themselves in his shoes. He
20 explained he was an 84 year old, disabled veteran that worked hard all his life as a migrant worker.
21 He reported he was a first generation citizen and his parents came to this country 100 years ago.
22 He stated he educated himself and worked hard. He explained he was retired, in a good home in
23 Mounds View and was financially secure. He indicated after the recent storm he lost two trees,
24 umbrellas, and \$6,000 of personal property. He questioned if this happened to the City Council,
25 what would they want the City to do.

26
27 Council Member Cermak stated the mailbox plan was devised by the post office. She noted the
28 City can work with homeowners in order to find a plan that was agreeable. She encouraged Ms.
29 Johnson to contact the post office and speak with them about her mailbox.

30
31 Ms. Johnson commented further on how important it was for her to have a locked and secure
32 mailbox that can be viewed from her home.

33
34 Acting Mayor Meehlhause discussed how the streets committee determined that mailboxes will be
35 grouped on each street. He explained he could not speak to the decisions made by this committee
36 because this decision was made prior to his time on City Council. City Attorney Riggs reported a
37 policy was adopted from the street committee and every street project was to follow these
38 standards.

39
40 Ms. Johnson questioned why certain standards were not followed if a policy was in place. She
41 asked why paths and trails were not standard, but rather some streets had trails on the street and
42 others had them within a boulevard.

43
44 **8. COUNCIL BUSINESS**

45 **A. First Reading and Introduction of Interim Ordinance 1006 Authorizing a**
46 **Study and Imposing a Moratorium on the Operation of Cannabis Businesses**

1 **within the City of Mounds View.**

2
3 City Attorney Riggs requested the Council introduce an interim ordinance that would authorize a
4 study and impose a moratorium on the operation of cannabis businesses within the City. He
5 explained this ordinance was the result of the Cannabis Act that was adopted by the Minnesota
6 legislature. He reported under the act the City can regulate the time, place and manner regarding
7 cannabis businesses, along with the hours of sales. He stated there were a number of communities
8 that were putting a moratorium in place to allow them time to further study this topic. He stated
9 this study would allow the City Council to further consider the zoning regulations for these
10 businesses going forward. He explained if the Council were to introduce this ordinance, the second
11 reading would be held on Monday, August 7.

12
13 Council Member Gunn stated she would like further information regarding growing of cannabis
14 plants. She asked how many plants could be growing in a backyard at any time. City Attorney
15 Riggs explained a resident could have four mature plants in their backyard. He indicated the
16 Council lacked the ability to regulate this, but rather this would be regulated by the State.

17
18 Council Member Gunn questioned if cannabis could be sold in an established business. City
19 Attorney Riggs stated this would be determined by the State. He commented further on how the
20 City needed time to discuss and think through how to properly draft zoning regulations regarding
21 cannabis businesses.

22
23 Council Member Gunn inquired what the term of the moratorium would be. City Attorney Riggs
24 stated the moratorium would run through January 1, 2025. He reported the City would have zoning
25 regulations in place by that time.

26
27 Acting Mayor Meehlhause opened the meeting to the public.

28
29 Rene Johnson expressed concern with the fact the proposed Ordinance was not available for the
30 public to view on the City's website.

31
32 Acting Mayor Meehlhause indicated the Ordinance was posted on the City's website under the
33 meeting agendas and packets.

34
35 Dennis Frohm, 7040 Bona Road, recommended the cannabis issue be treated similar to alcohol
36 sales to ensure it be kept from schools and churches. He believed cannabis was not as bad as
37 tobacco and alcohol because these substances were addictive. He stated he was in favor of the sale
38 of cannabis in the community to those 21 and older.

39
40 Acting Mayor Meehlhause closed the meeting to public comment.

41
42 MOTION/SECOND: Gunn/Cermak. To Waive the First Reading and Introduce Ordinance 1006
43 Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses within
44 the City of Mounds View.

45
46 Council Member Lindstrom commented he spoke with the League of Minnesota Cities today about

1 this topic and he understood the State would not be issuing license until January of 2025. City
2 Attorney Riggs explained this was his understanding as well, but noted people could still apply.

3
4 Council Member Lindstrom believed the war on drugs, cannabis in particular, has gone on far too
5 long and he feared the moratorium was continuing the war. He believed the City had the time to
6 figure out the zoning without the moratorium in place.

7
8 Council Member Gunn indicated the moratorium would allow the City time it needs to set up
9 proper zoning for cannabis businesses. She noted the City could put the moratorium in place for
10 however long it would like.

11
12 Council Member Lindstrom stated he would not be supporting the moratorium.

13
14 Council Member Cermak reported she was allergic to cannabis and the smoke coming from
15 cannabis. She was sad the State of Minnesota passed legislation that made cannabis legal.

16
17 Acting Mayor Meehlhause explained the timeline for the moratorium aligns with the State
18 approving licensing. He asked if the moratorium could be repealed sooner if the City Council had
19 zoning code requirements in place. City Attorney Riggs reported this would have to occur once
20 the zoning codes were in place.

21
22 Ayes – 2 Nays – 2 (Cermak and Lindstrom) Motion failed.

23
24 **B. Introduction and First Reading of Ordinance 1007 Prohibiting Use of Cannabis and**
25 **Hemp in Public Places.**

26
27 City Attorney Riggs requested the Council introduce an ordinance prohibiting the use of cannabis
28 and hemp in public places. He explained a number of communities were looking at putting this
29 type of legislation in place. He reported the ordinance has a simple and broad definition for public
30 places. He indicated this ordinance would be similar to how tobacco smoke was treated in City
31 parks. He noted that this ordinance should be viewed as a tool. He recommended the ordinance
32 include language to address the use of medical cannabis.

33
34 Acting Mayor Meehlhause asked what was included in public places. He questioned if schools
35 were included. City Attorney Riggs reported this included City parks, City right of way (including
36 sidewalks), City Hall and the Community Center. He noted that schools were covered under the
37 Cannabis Act.

38
39 Acting Mayor Meehlhause opened the meeting for public comment.

40
41 Dr. Jean Strait, 7728 Knollwood Drive, anticipated vaping was more of a concern in schools than
42 cannabis use. She questioned how the City would regulate something that could not be identified.
43 She feared the City was worrying about the wrong things.

44
45 City Attorney Riggs clarified the Ordinance was simply a tool.

46

1 Don Lindstrom, 8470 Long Lake Road, inquired if public places included local bars and
2 restaurants. He asked if THC infused drinks would be allowed.

3
4 City Attorney Riggs stated this use was already legal and this ordinance would only address the
5 smoking of cannabis in public places. He reported the clean indoor air act does apply to this.

6
7 Dennis Frohm, 7840 Bona Road, discussed how vaping brings a tremendous amount of moisture
8 into the lungs, which damages the lungs. He explained vaping cannabis brings the cannabis drug
9 and moisture into the lungs. He reported this could be even worse for people.

10
11 Joyce Jones Strait, 7728 Knollwood Drive, stated hemp and cannabis are two separate things.

12
13 City Attorney Riggs explained he understood this to be the fact and noted this ordinance was
14 following State Statute. He anticipated that the State legislature would be making more changes in
15 the 2024 legislative session.

16
17 Ms. Jones Strait questioned how CBD products were being regulated by the City.

18
19 City Attorney Riggs reported the City was not regulating CBD products.

20
21 Mr. Frohm stated he was from the Chicago area. It was his understanding that the states that have
22 already made cannabis legal were not having any problems with upticks in crime, but rather were
23 seeing benefits of increased revenue streams. He recommended the City Council support letting
24 people use cannabis in Mounds View.

25
26 Dr. Strait asked if the definition of hemp derived products should be further considered.

27
28 City Attorney Riggs explained he was using the definitions within State Statute.

29
30 MOTION/SECOND: Gunn/Cermak. To Waive the First Reading and Introduce Ordinance 1007
31 Prohibiting Use of Cannabis and Hemp in Public Places as amended directing staff to include
32 language regarding the use of medical cannabis.

33
34 Council Member Lindstrom stated he supported the City having regulations in place that would
35 keep cannabis away from children using public places. He stated his only concern was with the
36 fact 31% of the population of Mounds View was renters. He suggested the City consider having a
37 cannabis friendly public space, such as Ardan Park, because the park was already so underutilized.
38 He indicated he supported the City considering opening a municipal cannabis dispensary as well.
39 City Attorney Riggs stated this was something the City could consider.

40
41 Julie Clark, 8005 Woodlawn Drive, explained she was not opposed to the idea.

42
43 Acting Mayor Meehlhause feared that if cannabis was allowed in one park, it would then spill over
44 into other parks in the community.

CR Barrigan, 7765 Spring Lake Road, explained he was 84 years old and was living with cancer. He reported he has been in recovery for 41 years. He stated in his recovery he was in support groups with parents of addicted children. He indicated he knows what it is like to have a son die in his arms. He feared that the City could put all the legislations in place that they wanted, but nothing would change.

Ayes – 4

Nays – 0

Motion carried.

C. General Discussion/Issues regarding the above-referenced matters.

City Attorney Riggs asked if the Council wanted him to bring back other cities definitions for public places.

Council Member Gunn stated she would appreciate this information.

Acting Mayor Meehlhause agreed this would be valuable information.

9. REPORTS

A. Reports of Mayor and Council.

Council Member Gunn reported Night to Unite would be held on Tuesday, August 1, 2023.

B. Reports of Staff.

Human Resources Director Ewald reported the affidavit for candidacy for mayor opens on August 1, 2023 through August 15, 2023.

C. Reports of City Attorney.

City Attorney Riggs had nothing additional to report.

10. Next Council Work Session: Monday, August 7, 2023, at 6:00 p.m.

Next Council Meeting: Monday, August 7, 2023, at 6:00 p.m.

11. ADJOURNMENT

The meeting was adjourned at 8:52 p.m.

Transcribed by:

Heidi Guenther

Minute Maker Secretarial

1 Frank Blasiak, 2361 LaPort Drive, recommended a sculpture and “Welcome to Mounds View”
2 sign be posted at the roundabout at County Road I. He suggested the sculpture be created locally
3 through a contest.
4

5 Vince Meyer, 8380 Spring Lake Road, stated on May 20 he spoke with the Public Works Director
6 regarding the hydroseeding on his property. He indicated his yard is full of rocks and millings from
7 the street. He understood the Public Works Director had his staff rake the big rocks out of his
8 yard, but his property was still covered with millings and chunks of debris. He reported he also
9 spoke with staff about putting a dumpster on the road. He indicated he has not received a response
10 from staff to date. He noted he has a quite a bit of damaged concrete and was told it was under
11 warranty. He stated he would like answers from the City to his questions or he would be getting
12 an attorney involved.
13

14 David Wood, 2501 Sherwood Road, commented on the new State Statute that passed regarding
15 native landscapes and natural prairies. He explained he was interested in helping neighbors install
16 native landscapes but did not want them to look like a public nuisance. He discussed his work
17 history and stated he would be interested in discussing this topic further with the City Council.
18

19 Luke Edmond, 8407 Spring Lake Road, stated he has a lot of asphalt and shavings in his yard. He
20 reported he does not have a lot of grass growing and the end of his driveway was a concern to him.
21 He asked that staff look into this. He indicated he also has concerns about the safety along his
22 roadway due to the speed of traffic. He explained his wife was considering pursuing a petition in
23 order to have a stop sign installed to assist with slowing the speed of traffic.
24

25 Joyce Jones-Strait, 7728 Knollwood Road, explained she sent an email to the City Council in
26 reference to the construction on Spring Lake Road. She read this email for the record stating she
27 was concerned with the clearcutting that occurred around Spring Lake and commented on the
28 damage that occurred in the neighborhood after a recent storm. She further discussed the concerns
29 she had regarding the retaining wall and fence that would be constructed along Spring Lake Road
30 and noted this fence would cut the neighborhood off from recreating on the lake.
31

32 Dr. Jean Strait, 7728 Knollwood Road, stated she had concerns regarding how the City would be
33 impacting Spring Lake. She requested the City reconsider the retaining wall that was being
34 installed noting this would adversely impact the neighbors. She shared a picture of the retaining
35 wall and stated she feared how the water runoff would impact the neighborhood. She questioned
36 why the City was building a path to nowhere along Spring Lake Road.
37

38 Valerie Amundsen, 3048 Woodale Drive, asked that the presentation regarding the Community
39 Center be placed on the City’s website. She discussed the work that would be done by Rapp
40 Consulting noting it was her understanding this group had to remain neutral when presenting the
41 facts to residents.
42

43 CR Barragan, 7765 Spring Lake Road, stated he had concerns with how his property value would
44 be impacted due to the tree loss on his property after the recent storm. He commented on how
45 Mounds View was a tree city and questioned why the City did not value the trees in the community.
46 He explained his property value has been increasing 8.5% to 9.16% per year, but he believed this

1 would not continue for 2023. He discussed how the retaining wall installed on his property would
2 have gates. He reported he was concerned with the five foot drop that has been created in his yard
3 and questioned how he would be able to maintain the slope. He stated the work completed by the
4 City was very disheartening.

5
6 **8. COUNCIL BUSINESS**

7 **A. Second Reading of Ordinance Prohibiting Use of Cannabis and Hemp in**
8 **Public Places.**
9

10 City Attorney Riggs requested the Council hold the second hearing for an ordinance prohibiting
11 the use of cannabis and hemp in public places. He explained medical exception language had been
12 added to the ordinance. He commented further on how other communities have defined public
13 places to include sidewalks and/or public streets. He requested the Council provide staff with
14 direction on how public places should be defined within the ordinance and that the ordinance come
15 back to the Council for further consideration at a future meeting.

16
17 Council Member Lindstrom stated the City Charter requires two weeks between first and second
18 readings for ordinances. City Attorney Riggs reported this was the case, which was the reason he
19 was recommending the Council further discuss the public places language and noted this ordinance
20 would be coming back for final consideration on August 14.

21
22 Acting Mayor Meehlhause supported the Council not moving forward on the Ordinance in order
23 to take into account the 14 day requirement. He requested further comment from staff regarding
24 the public places definition. City Attorney Riggs reported the Council was provided with a broad
25 definition for public places and this could be further defined or the language could remain as is.
26 He reported the three other communities he worked with were moving forward with the broader
27 definition for public places.

28
29 Council Member Gunn indicated she liked what Lakeville and Inver Grove Heights did within
30 their Ordinances and how they explained where cannabis/hemp products can be used.

31
32 Further discussion ensued regarding the use of cannabis within multi-family housing
33 developments.

34
35 City Attorney Riggs reported the use of cannabis would be further reviewed by the legislature
36 during the 2024 legislative session. He explained most apartment complexes do have a no smoking
37 policy for the units and therefore residents are forced to smoke outside. He indicated this would
38 not be allowed for cannabis.

39
40 Council Member Lindstrom stated he had a hard time regulating property not owned by the City.

41
42 Acting Mayor Meehlhause agreed and asked if the City's tobacco policy should be the default for
43 cannabis use.

44
45 Council Member Lindstrom indicated he could support this. He commented on how the use of
46 cannabis would be normalized with the next generation. He discussed how legalizing cannabis

1 would change the view of marijuana use going forward.

2
3 Acting Mayor Meehlhause questioned if the Park Commission typically got involved in policy
4 decisions. Public Works/Parks and Recreation Director Peterson stated this did not typically occur.

5
6 The consensus of the Council was to follow the tobacco ordinance language when defining public
7 places.

8
9 **B. General Discussion/Issues regarding the above-referenced matters.**

10
11 None.

12
13 **C. Other Matters.**

14
15 None.

16
17 **9. REPORTS**

18 **A. Reports of Mayor and Council.**

19
20 None.

21
22 **B. Reports of Staff.**

23
24 None.

25
26 **C. Reports of City Attorney.**

27
28 City Attorney Riggs had nothing additional to report.

29
30 **10. Next Council Work Session: Tuesday, September 5, 2023, at 6:00 p.m.**
31 **Next Council Meeting: Monday, August 14, 2023, at 6:00 p.m.**

32
33 **11. ADJOURNMENT**

34
35 The meeting was adjourned at 6:49 p.m.

36
37 Transcribed by:

38
39 Heidi Guenther

40 *Minute Maker Secretarial*

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**APPROVING JUST AND CORRECT
CLAIMS AGAINST CITY FUNDS**

WHEREAS, the City of Mounds View, pursuant to Minnesota Statute 412.141, has full authority over the financial affairs of the City and;

WHEREAS, the City Council has reviewed the claim number

<u>20299</u>	<u>through</u>	<u>20323</u>	<u>in the amount of</u>	<u>\$ 12,344.88</u>
<u>549</u>	<u>through</u>	<u>562</u>	<u>in the amount of</u>	<u>\$ 258,956.43</u>
<u>153270</u>	<u>through</u>	<u>153269</u>	<u>in the amount of</u>	<u>\$ 453,589.44</u>

TOTAL AMOUNT OF CLAIMS PRESENTED **\$ 724,890.75**

And has found said claims to be just and correct;

It was moved that the City Council of Mounds View hereby approve the Attached list of claims dated 08/15/23 by vote _____ ayes _____ nays.



Finance Director

7/26/2023 9:08 AM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03462 Ck Date 07-27-2023 - 8

VENDOR SET: 01 City of Mounds View

**** CHECK LISTING ****

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C4300		Life Insurance Company of North						
	I-52020230713	AccCare, Hosp, Critical Ill	R	7/27/2023		147.67	020299	
	I-52020230727	AccCare, Hosp, Critical Ill	R	7/27/2023		147.66	020299	295.33
VOID	020300	VOID CHECK	V	7/27/2023			020300	**VOID**
E9000		Fidelity Security Life Insuranc						
	C-62007132023	5000832-Eyemed	R	7/27/2023		2.84CR	020301	
	I-62020230713	5000832-Eyemed	R	7/27/2023		119.94	020301	
	I-62020230727	5000832-Eyemed	R	7/27/2023		106.12	020301	223.22
VOID	020302	VOID CHECK	V	7/27/2023			020302	**VOID**
L0549		Law Enforcement Labor Services,						
	I-70020230713	Police Union Dues	R	7/27/2023		540.00	020303	
	I-70020230727	Police Union Dues	R	7/27/2023		540.00	020303	1,080.00
L7160		The Lincoln Nat'l Life Insuranc						
	I-61020230713	LTD #1588135	R	7/27/2023		346.78	020304	346.78
L7160		The Lincoln Nat'l Life Insuranc						
	I-61020230727	LTD #1588135	R	7/27/2023		346.67	020305	346.67
L7160		The Lincoln Nat'l Life Insuranc						
	I-63020230713	STD # 10249130	R	7/27/2023		308.70	020306	308.70
L7160		The Lincoln Nat'l Life Insuranc						
	I-63020230727	STD # 10249130	R	7/27/2023		308.70	020307	308.70
L7165		The Lincoln National Life Insur						
	C-30107132023	Life Ins #400238774	R	7/27/2023		8.70CR	020308	
	I-30120230713	Life Ins #400238774	R	7/27/2023		738.90	020308	
	I-30120230727	Life Ins #400238774	R	7/27/2023		730.14	020308	1,460.34
VOID	020309	VOID CHECK	V	7/27/2023			020309	**VOID**
VOID	020310	VOID CHECK	V	7/27/2023			020310	**VOID**
VOID	020311	VOID CHECK	V	7/27/2023			020311	**VOID**
VOID	020312	VOID CHECK	V	7/27/2023			020312	**VOID**
M7152		MN Child Support Payment Center						
	I-99520230727	Case #0015244278	R	7/27/2023		952.93	020313	952.93

PACKET: 03462 Ck Date 07-27-2023 - 8

VENDOR SET: 01 City of Mounds View ***** CHECK LISTING *****

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
N0525		643400 - NCPERS MN Grp Life Ins						
	I-30020230713	NCPERS Life Ins	R	7/27/2023		64.00	020314	
	I-30020230727	NCPERS Life Ins	R	7/27/2023		64.00	020314	128.00
VOID	020315	VOID CHECK	V	7/27/2023			020315	**VOID**
S4107		Secure Benefits Systems Corp.						
	I-50020230713	Flex Medical	R	7/27/2023		153.63	020316	
	I-50020230727	Flex Medical	R	7/27/2023		119.63	020316	
	I-50320230713	Flex Daycare	R	7/27/2023		770.82	020316	
	I-50320230727	Flex Daycare	R	7/27/2023		770.82	020316	1,814.90
VOID	020317	VOID CHECK	V	7/27/2023			020317	**VOID**

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	11	0.00	7,265.57	7,265.57
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	8	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	19	0.00	7,265.57	7,265.57

7/26/2023 9:45 AM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03461 Ck Date 07-27-2023 - 7

VENDOR SET: 01 City of Mounds View

**** CHECK LISTING ****

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
H3000		HealthPartners Inc.						
	C-20007132023	Dental Expense	R	7/27/2023		24.33	020318	
	I-20020230713	Dental Expense	R	7/27/2023		2,252.62	020318	
	I-20020230727	Dental Expense	R	7/27/2023		1,898.09	020318	4,126.38
VOID	020319	VOID CHECK	V	7/27/2023			020319	**VOID**
VOID	020320	VOID CHECK	V	7/27/2023			020320	**VOID**
VOID	020321	VOID CHECK	V	7/27/2023			020321	**VOID**
VOID	020322	VOID CHECK	V	7/27/2023			020322	**VOID**

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	4,126.38	4,126.38
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	4	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	5	0.00	4,126.38	4,126.38

8/08/2023 2:03 PM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03470 Child Support
VENDOR SET: 01 City of Mounds View
BANK: PYBNK Western Bank

**** CHECK LISTING ****

3rd

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M7152		MN Child Support Payment Center						
	I-99520230810	Case #0015244278	R	8/10/2023		952.93	020323	952.93

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	952.93	952.93
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	952.93	952.93

7/25/2023 1:19 PM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03463 Ck Date 07-27-2023 - 9

VENDOR SET: 01 City of Mounds View *** DRAFT/OTHER LISTING ***

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E1200		EFTPS-Direct						
	I-T1 20230727	Income Tax W/H	D	7/27/2023		18,164.59	000549	
	I-T3 20230727	FICA W/H	D	7/27/2023		16,352.04	000549	
	I-T4 20230727	Medicare W/H	D	7/27/2023		5,979.48	000549	40,496.11
H1016		HSA Bank						
	I-12520230727	C1211 HSA CONTRIBUTIONS	D	7/27/2023		8,497.54	000550	8,497.54
I0025		ICMA Retirement Trust - 457						
	I-40020230727	Payroll W/H	D	7/27/2023		1,621.15	000551	
	I-40220230727	Roth Payroll W/H	D	7/27/2023		405.00	000551	
	I-40320230727	Payroll W/H	D	7/27/2023		295.12	000551	
	I-41520230727	Payroll W/H	D	7/27/2023		3,556.67	000551	5,877.94
M0658		MN State Retirement System						
	I-40120230727	#98995-01 MN	D	7/27/2023		3,535.70	000552	
	I-40420230727	#98995-01 MN ROTH	D	7/27/2023		150.00	000552	
	I-40520230727	#98995-01 MN	D	7/27/2023		627.04	000552	4,312.74
M7342		MN Dept of Revenue						
	I-T2 20230727	State Income Tax	D	7/27/2023		8,845.50	000553	8,845.50
P9250		Public Employees Retirement Ass						
	I-00120230727	PERA 643400	D	7/27/2023		15,153.51	000554	
	I-00220230727	PERP 643400	D	7/27/2023		23,443.92	000554	
	I-01020230727	DCP 643400	D	7/27/2023		118.76	000554	38,716.19

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	106,746.02	106,746.02
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	6	0.00	106,746.02	106,746.02

PACKET: 03460 Ck Date 07-27-2023 - 6

VENDOR SET: 01 City of Mounds View *** DRAFT/OTHER LISTING ***

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
H3005		90 Degree Benefits						
	C-12007132023	Med Exp Sourcewell	D	8/02/2023			379.03CR 000556	
	I-12020230713	Med Exp Sourcewell	D	8/02/2023		22,102.20	000556	
	I-12020230727	Med Exp Sourcewell	D	8/02/2023		25,910.74	000556	47,633.91

Voided 555 - 0 -

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	47,633.91	47,633.91
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	47,633.91	47,633.91

8/08/2023 1:45 PM

DIRECT PAYABLES CHECK REGISTER

5th PAGE: 1

PACKET: 03469 Ck Date 08/10/2023 - 9

VENDOR SET: 01 City of Mounds View *** DRAFT/OTHER LISTING ***

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E1200		EFTPS-Direct						
	I-T1 20230810	Income Tax W/H	D	8/10/2023		17,619.40	000557	
	I-T3 20230810	FICA W/H	D	8/10/2023		15,216.44	000557	
	I-T4 20230810	Medicare W/H	D	8/10/2023		5,784.00	000557	38,619.84
H1016		HSA Bank						
	I-12520230810	C1211 HSA CONTRIBUTIONS	D	8/10/2023		8,610.04	000558	8,610.04
I0025		ICMA Retirement Trust - 457						
	I-40020230810	Payroll W/H	D	8/10/2023		1,621.15	000559	
	I-40220230810	Roth Payroll W/H	D	8/10/2023		405.00	000559	
	I-40320230810	Payroll W/H	D	8/10/2023		297.89	000559	
	I-41520230810	Payroll W/H	D	8/10/2023		3,552.48	000559	5,876.52
M0658		MN State Retirement System						
	I-40120230810	#98995-01 MN	D	8/10/2023		3,535.70	000560	
	I-40420230810	#98995-01 MN ROTH	D	8/10/2023		150.00	000560	
	I-40520230810	#98995-01 MN	D	8/10/2023		612.86	000560	4,298.56
M7342		MN Dept of Revenue						
	I-T2 20230810	State Income Tax	D	8/10/2023		8,576.39	000561	8,576.39
P9250		Public Employees Retirement Ass						
	I-00120230810	PERA 643400	D	8/10/2023		14,105.61	000562	
	I-00220230810	PERP 643400	D	8/10/2023		24,489.54	000562	38,595.15

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	104,576.50	104,576.50
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	6	0.00	104,576.50	104,576.50

8/10/2023 9:10 AM

A/P HISTORY CHECK REPORT

VENDOR SET: 01 City of Mounds View
 BANK: * ALL BANKS
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK	AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
C-CHECK	VOID CHECK	V	7/31/2023			153275		
C-CHECK	VOID CHECK	V	7/31/2023			153276		
C-CHECK	VOID CHECK	V	7/31/2023			153277		
C-CHECK	VOID CHECK	V	8/15/2023			153287		
C-CHECK	VOID CHECK	V	8/15/2023			153297		
C-CHECK	VOID CHECK	V	8/15/2023			153301		
C-CHECK	VOID CHECK	V	8/15/2023			153302		
C-CHECK	VOID CHECK	V	8/15/2023			153303		
C-CHECK	VOID CHECK	V	8/15/2023			153304		
C-CHECK	VOID CHECK	V	8/15/2023			153335		
C-CHECK	VOID CHECK	V	8/15/2023			153340		
C-CHECK	VOID CHECK	V	8/15/2023			153341		
C-CHECK	VOID CHECK	V	8/15/2023			153358		
C-CHECK	VOID CHECK	V	8/15/2023			153359		
C-CHECK	VOID CHECK	V	8/15/2023			153371		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	15 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	15	0.00	0.00	0.00
BANK: * TOTALS:	15	0.00	0.00	0.00

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
X6000	Xcel Energy							
I-202307319225	Xcel Energy	R	7/31/2023			153274		
252 4350-3210	ELECTRICITY	Community Center-Ele		2,508.32				
252 4350-3220	NATURAL GAS	Community Center-Gas		351.07				
100 4460-3220	NATURAL GAS	City Hall-Gas		425.80				
100 4360-3210	ELECTRICITY	Greenfield Park/Tenn		59.20				
700 4823-3220	NATURAL GAS	Well #4-Gas		29.63				
700 4823-3220	NATURAL GAS	Well #6-Gas		29.63				
255 4350-3210	ELECTRICITY	Lakeside Shelter-Ele		146.50				
100 4360-3210	ELECTRICITY	Silver View Park-Ele		333.27				
730 4823-3210	ELECTRICITY	Lift Station #1-Elec		74.69				
700 4825-3210	ELECTRICITY	Booster Station Load		7,721.05				
740 4416-3210	ELECTRICITY	Street Light-8228 Sp		16.62				
700 4825-3210	ELECTRICITY	Well #5, Electric		318.05				
100 4360-3210	ELECTRICITY	Random Park Electric		121.65				
700 4823-3220	NATURAL GAS	Booster Station-Gas		37.44				
700 4825-3210	ELECTRICITY	Well #6 Load-Electri		4,270.45				
700 4823-3220	NATURAL GAS	Well #5-Gas		29.63				
100 4475-3250	ELECTRICITY-TRAFFIC LIGHTS	Traffic Sig.-2234 Hw		49.53				
700 4823-3220	NATURAL GAS	Well #3-Gas		172.00				
700 4823-3220	NATURAL GAS	Well #2-Gas		29.63				
100 4475-3250	ELECTRICITY-TRAFFIC LIGHTS	Traff.Sig.-2800 Hwy.		116.05				
700 4825-3210	ELECTRICITY	Well #4-Elec.		69.71				
255 4350-3210	ELECTRICITY	Lakeside Park, 3030		34.46				
730 4823-3210	ELECTRICITY	Lift Station #2		101.04				
700 4825-3210	ELECTRICITY	Well #1-Electric		211.41				
100 4460-3210	ELECTRICITY	City Hall-Electric		1,972.88				
700 4825-3210	ELECTRICITY	Well #2-Electric		6,579.07				
100 4360-3210	ELECTRICITY	Warming House-Electr		18.84				
252 4350-3210	ELECTRICITY	Community Center-Ele		3,988.41				
100 4460-3210	ELECTRICITY	City Hall-Electric		152.71				
100 4475-3250	ELECTRICITY-TRAFFIC LIGHTS	Traffic Sig.-2399 Hw		48.91				
100 4360-3210	ELECTRICITY	Hillview Park Warmin		122.64				
100 4360-3220	NATURAL GAS	Hillview Park Warmin		29.63				
100 4475-3250	ELECTRICITY-TRAFFIC LIGHTS	Traffic Sig.-2428 Hw		51.81				
100 4360-3220	NATURAL GAS	Random Park-Gas		33.18				
100 4360-3210	ELECTRICITY	2815 Ardan-Electric		119.44				
100 4360-3220	NATURAL GAS	2815 Ardan-Gas		29.63				
100 4360-3210	ELECTRICITY	5590 Quincy St.-Elec		50.89				
740 4416-3210	ELECTRICITY	2650 Hwy.10-Electric		87.78				
740 4416-3210	ELECTRICITY	2530 Hwy.10-Electric		79.69				
740 4416-3210	ELECTRICITY	2383 Hwy.10-Electric		50.06				
740 4416-3210	ELECTRICITY	2699 Hwy.10-Electric		67.28				
740 4416-3210	ELECTRICITY	2221 Hwy.10-Electric		55.05				
740 4416-3210	ELECTRICITY	2551 Highway 10-Elec		57.48				
740 4416-3210	ELECTRICITY	2547 Highway 10-Elec		54.28				
100 4360-3210	ELECTRICITY	Lambert Park-5324 Ja		280.00				
100 4360-3220	NATURAL GAS	Lambert Park-5324 Ja		29.63				

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

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VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
X6000	Xcel Energy	CONT							
I-202307319225	Xcel Energy	R	7/31/2023				153274		
100 4360-3220	NATURAL GAS		8303 Groveland-Gas		31.05				
100 4475-3250	ELECTRICITY-TRAFFIC LIGHTS		Traffic Signal-5510		53.19				
740 4416-3210	ELECTRICITY		2378 Mounds View Blv		61.91				
740 4416-3210	ELECTRICITY		2440 Mounds View Blv		48.03				
740 4416-3210	ELECTRICITY		2805 Mounds View Blv		27.52				
740 4416-3210	ELECTRICITY		2150 Cty Rd H		79.60				
100 4460-3210	ELECTRICITY		2466 Bronson Dr. (PW		1,482.88				
100 4460-3220	NATURAL GAS		2466 Bronson Dr (PW		58.80				
100 4200-3210	ELECTRICITY		8303 Groveland Siren		15.28				
100 4360-3210	ELECTRICITY		2401 MV Blvd Electri		852.72				
730 4823-3210	ELECTRICITY		5374 Raymond Ave-Gas		30.34				
100 4200-3210	ELECTRICITY		Sirens		29.20				
740 4416-3210	ELECTRICITY		Street Lighting		7,192.31				41,178.95
1	Nora Vue								
I-202308089246	Reissue of UB Refund	R	8/08/2023				153278		
700 1152	UTILITY DELQ. RECIEVABLE		Nora Vue: Reissue of		39.92				
700 1152	UTILITY DELQ. RECIEVABLE		Nora Vue: Reissue of		12.00				51.92
00615	Morris Leatherman Company								
I-080823.3	Down Pmt City Const Survey	R	8/15/2023				153279		
480 4160-3030	OTHER PROFESSIONAL SERVICES		Down Pmt City Const		8,750.00				8,750.00
1	Aquarius Home Services								
I-202307319227	Permit	R	8/15/2023				153280		
100 3273	HVAC PERMIT		Permit #PRM2023-0038		214.00				214.00
1	Tara Little								
I-202307319228	Cr Explore More	R	8/15/2023				153281		
252 3645	BANQUET RENTAL		Tara Little: Cr Expl		85.68				
252 2077	DUE TO STATE MN - SALES TAX		Tara Little: Cr Expl		6.32				92.00
1	Sandy Danus								
I-202308019233	FieldTrip	R	8/15/2023				153282		
252 4732-3030	OTHER PROFESSIONAL SERVICES		In House Painting Cl		288.00				288.00
80528	Kromer Company								
I-581473	PW #322	R	8/15/2023				153283		
100 4360-1220	SUPPLIES, VEHICLES		PW #322		832.22				
I-581477	PW #322	R	8/15/2023				153283		
100 4360-1220	SUPPLIES, VEHICLES		PW #322		57.80				890.02

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
A5005	All Safe Global							
I-208150	Annual Inspection MVCC	R	8/15/2023			153284		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	Annual Inspection MV		124.09				
I-208275	Annual Inspection PD	R	8/15/2023			153284		
100 4200-5130	REPAIRS, EQUIPMENT	Annual Inspection PD		599.26				
I-208277	Annual Inspection City Hall	R	8/15/2023			153284		
100 4460-3030	OTHER PROFESSIONAL SERVICES	Annual Inspection Ci		90.05				
I-208278	Inspection Wells & Pumps, Park	R	8/15/2023			153284		
100 4360-3030	OTHER PROFESSIONAL SERVICES	Annual Inspection Pa		36.00				
700 4823-5110	REPAIRS, BUILDINGS & GROUNDS	Annual Inspection We		37.83				
I-208279	Annual Inspection Parks & Rec	R	8/15/2023			153284		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	Annual Inspection Pa		104.71				991.94
A5028	Allied Blacktop Co.							
I-10168	2023 Street Project	R	8/15/2023			153285		
485 4470-7050	CONSTRUCTION	Resolution #9723		15,822.00				15,822.00
A5080	Amazon Capital Services							
C-1D19-FC3V-39N4	Return LaserJet	R	8/15/2023			153286		
100 4160-1230	SUPPLIES, EQUIPMENT	Return LaserJet		148.99CR				
C-1D19-FC3V-KTMN	Returned Laser Jet	R	8/15/2023			153286		
100 4160-1230	SUPPLIES, EQUIPMENT	Returned Laser Jet		359.00CR				
I-1FTD-VWWG-GX9X	Detergent, Office Supplies etc	R	8/15/2023			153286		
100 4200-1230	SUPPLIES, EQUIPMENT	Detergent, Office Su		171.58				
I-1FTD-VWWG-HYQR	Laser Jet, Keurig, etc	R	8/15/2023			153286		
100 4160-1230	SUPPLIES, EQUIPMENT	Laser Jet, Keurig, e		648.92				
I-1HJM-JWW6-HJ14	Forestry Supplies	R	8/15/2023			153286		
100 4380-1200	SUPPLIES, LANDSCAPING	Forestry Supplies		56.99				
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	Forestry Supplies		141.74				
100 4470-1600	OPERATING SUPPLIES	Forestry Supplies		141.74				
700 4823-1210	SUPPLIES, BUILDING & GROUNDS	Forestry Supplies		141.74				
730 4823-1210	SUPPLIES, BUILDING & GROUNDS	Forestry Supplies		141.74				
745 4415-1230	SUPPLIES, EQUIPMENT	Forestry Supplies		141.74				
I-1NJH-666W-LDFJ	Vacuum, Paper, Iron etc	R	8/15/2023			153286		
252 4732-1230	SUPPLIES, EQUIPMENT	Vacuum, Paper, Iron		292.45				
I-1WF3-TQXX-J364	Yoga Ball Chair	R	8/15/2023			153286		
100 4130-1230	SUPPLIES, EQUIPMENT	Yoga Ball Chair		67.39				1,438.04
A6030	American Engineering Testing,							
I-INV-138907	2022-2023 Street Rehab	R	8/15/2023			153288		
485 4470-7050-324	2022 STREET PROJECT	2022-2023 Street Reh		3,668.25				3,668.25
A6417	American Student Transportatio							
I-AST615187	Stages Theatre Transport	R	8/15/2023			153289		
252 4732-3030	OTHER PROFESSIONAL SERVICES	Stages Theatre Trans		379.75				
I-AST615224	Conquer Ninja Gym Transport	R	8/15/2023			153289		
252 4732-3030	OTHER PROFESSIONAL SERVICES	Conquer Ninja Gym Tr		281.25				
I-AST615255	Sea Life Ctr @ MOA Transport	R	8/15/2023			153289		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
A6417	American Student TransCONT							
I-AST615255	Sea Life Ctr @ MOA Transport	R	8/15/2023			153289		
252 4732-3030	OTHER PROFESSIONAL SERVICES	Sea Life Ctr @ MOA T		437.75				1,098.75
A7585	Aspen Mills							
I-317390	Uniform Shirt Alexis	R	8/15/2023			153290		
100 4200-2400	UNIFORM & CLOTHING	Uniform Shirt Alexis		64.80				64.80
B3000	Batteries Plus Bulbs							
I-P64315677	Traffic Counting Batteries	R	8/15/2023			153291		
100 4470-1600	OPERATING SUPPLIES	Traffic Counting Bat		14.99				14.99
B3005	Baycom, Inc.							
I-EQUIPINV_044800	Squad #231 Laptop	R	8/15/2023			153292		
460 4200-7040	Vehicles - Police	Squad #231 Laptop		3,125.00				3,125.00
B3045	Brian Beeman							
I-202307319229	Mileage & Phone Reimbursement	R	8/15/2023			153293		
230 4650-3800	MILEAGE & PARKING	Mileage & Phone Reim		45.33				
230 4650-3100	TELEPHONE	Mileage & Phone Reim		50.00				95.33
B4000	Beisswenger's Do It Best							
I-757970	Splash Pad Hardware	R	8/15/2023			153294		
100 4360-1230	SUPPLIES, EQUIPMENT	Splash Pad Hardware		52.66				
I-759993	Carpet Cleaner	R	8/15/2023			153294		
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	Carpet Cleaner		41.18				93.84
B5009	Nathan Boscardin							
I-202308089243	Gym Equipment	R	8/15/2023			153295		
100 4200-1600	OPERATING SUPPLIES	Gym Equipment		175.00				175.00
C1470	Cardmember Service							
I-202307319230	Various Expenses	R	8/15/2023			153296		
100 4130-3030	OTHER PROFESSIONAL SERVICES	IIMC Registration Re		40.00CR				
100 4130-3030	OTHER PROFESSIONAL SERVICES	IIMC Registration Re		90.00CR				
100 4100-3630	TRAINING & CONFERENCES	Comfort Suites-Gary		821.75				
252 4732-3030	OTHER PROFESSIONAL SERVICES	Conquer Ninja Gym		710.00				
100 4160-3610	MEMBERSHIPS	MCFOA Annual Members		50.00				
100 4150-3610	MEMBERSHIPS	AICPA Membership		340.00				
100 4160-1230	SUPPLIES, EQUIPMENT	Antennas for City Si		1,301.59				
100 4200-3070	COPS EVENTS	Popsicles for 7/4 Ev		85.72				
100 4160-3420	ADVERTISING	PD Job Ad W/IACP		532.00				
100 4200-3630	TRAINING & CONFERENCES	ProActive Patrol Tac		299.00				
100 4200-3630	TRAINING & CONFERENCES	Police Response Acti		767.00				
480 4160-3030	OTHER PROFESSIONAL SERVICES	Micro Site for C Exp		276.00				
100 4160-3420	ADVERTISING	Gov Jobs.com		398.00				
745 4415-4010	RENTAL, EQUIPMENT	Tracked Skid Rough C		2,200.00				
252 4732-3030	OTHER PROFESSIONAL SERVICES	Science Museum		455.00				

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C1470	Cardmember Service	CONT						
I-202307319230	Various Expenses	R	8/15/2023			153296		
100 4200-3630	TRAINING & CONFERENCES	Crime Prevention Con		300.00				
252 4732-3030	OTHER PROFESSIONAL SERVICES	MN Children Museum F		117.50				
100 4200-3070	COPS EVENTS	Night to Unite		5.37				
100 4200-3070	COPS EVENTS	Night to Unite		16.95				8,545.88
C3221	Central Turf & Irrigation Supp							
C-202308029238	Unapplied Cash 1-12-23	R	8/15/2023			153298		
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	Unapplied Cash 1-12		86.81CR				
I-6084657-00	Parks Grass Seed	R	8/15/2023			153298		
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	Parks Grass Seed		219.24				132.43
C3600	Certified Laboratories							
I-8304483	Trash & Bldg Gloves	R	8/15/2023			153299		
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	Trash & Bldg Gloves		238.60				238.60
C4510	Cintas - Chicago							
C-151042	Mats	R	8/15/2023			153300		
100 4160-1600	OPERATING SUPPLIES	Mats		2.05CR				
C-152611	Uniforms	R	8/15/2023			153300		
100 4360-2400	UNIFORM & CLOTHING	Uniforms		3.13CR				
I-4161962277	Gray Mats	R	8/15/2023			153300		
100 4160-1600	OPERATING SUPPLIES	CH/PD Floor Mats		50.19				
I-4161962304	Mats & Towels	R	8/15/2023			153300		
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			7.34				
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.57				
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.19				
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.38				
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			4.43				
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			4.05				
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			1.10				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			3.67				
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			4.77				
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.38				
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			13.06				
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.76				
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.96				
I-4161987612	Napkins, Mops, Tablecloth Etc	R	8/15/2023			153300		
252 4730-3030	OTHER PROFESSIONAL SERVICES	Napkins, Mops, Table		62.76				
252 4350-1600	OPERATING SUPPLIES	Napkins, Mops, Table		41.59				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,ENapkins, Mops, Table			17.80				
I-4162230942	Uniforms & Clothing	R	8/15/2023			153300		
100 4360-2400	UNIFORM & CLOTHING	Uniforms & Clothing		22.57				
100 4410-2400	UNIFORM & CLOTHING	Uniforms & Clothing		6.25				
100 4460-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		0.60				
100 4465-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		4.27				
100 4470-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		7.34				

VENDOR SET: 01 City of Mounds View

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C4510	Cintas - Chicago	CONT						
I-4162230942	Uniforms & Clothing	R	8/15/2023			153300		
100 4472-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		9.72				
100 4475-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		1.79				
700 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing		9.48				
700 4825-2400	UNIFORM & CLOTHING	Uniforms & Clothing		26.86				
730 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing		23.31				
745 4415-2400	UNIFORM & CLOTHING	Uniforms & Clothing		4.61				
745 4417-2400	UNIFORM & CLOTHING	Uniforms & Clothing		7.60				
I-4162693286	Mats & Towels	R	8/15/2023			153300		
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			5.68				
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.44				
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.15				
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			1.84				
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			3.43				
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			3.13				
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.85				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.84				
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			3.69				
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			1.84				
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			10.10				
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.14				
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.73				
I-4162693947	Napkins, Tablecloth, Mops etc.	R	8/15/2023			153300		
252 4730-3030	OTHER PROFESSIONAL SERVICES	Napkins, Tablecloth,		6.76				
252 4350-1600	OPERATING SUPPLIES	Napkins, Tablecloth,		73.96				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,ENapkins, Tablecloth,			42.37				
I-4162918057	Uniforms & Clothing	R	8/15/2023			153300		
100 4360-2400	UNIFORM & CLOTHING	Uniforms & Clothing		24.16				
100 4410-2400	UNIFORM & CLOTHING	Uniforms & Clothing		6.40				
100 4460-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		0.65				
100 4465-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		4.63				
100 4470-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		7.96				
100 4472-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		10.28				
100 4475-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		1.94				
700 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing		32.20				
700 4825-2400	UNIFORM & CLOTHING	Uniforms & Clothing		27.40				
730 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing		24.00				
730 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing		0.65				
745 4415-2400	UNIFORM & CLOTHING	Uniforms & Clothing		5.00				
745 4417-2400	UNIFORM & CLOTHING	Uniforms & Clothing		8.24				652.68
C4517	Circle K							
I-91083809	Unleaded Gas	R	8/15/2023			153305		
100 4200-1700	MOTOR FUELS & LUBRICANTS	Unleaded Gas		45.35				45.35

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C5855	Comcast							
I-202307319231	July-August SCADA Backup	R	8/15/2023			153306		
700 4823-3100	TELEPHONE	Back Up Dialer		23.45				
730 4823-3100	TELEPHONE	Back Up Dialer		23.45				46.90
C9840	Cutter Sales							
I-165754	PW #IMP413	R	8/15/2023			153307		
100 4360-1220	SUPPLIES, VEHICLES	PW #IMP413		24.04				24.04
D0706	Decorative & Structural Concre							
I-3716	Greenfield Playground Concrete	R	8/15/2023			153308		
451 4470-7050	CONSTRUCTION	Greenfield Playgroun		1,472.00				
I-3724	Service Repair 2621 Louisa	R	8/15/2023			153308		
700 4823-5140	REPAIRS, STREETS	Service Repair 2621		5,150.00				6,622.00
D1049	DataWorks Plus LLC							
I-23-605	5-1-22 to 4-30-24 Maint. Fee	R	8/15/2023			153309		
100 4200-5100	REPAIRS, COMPUTERS	5-1-22 to 4-30-24 Ma		485.00				485.00
D2610	MN Dept of Employment & Econom							
I-202307319232	Qtr 2 S.Parlin Unemployment	R	8/15/2023			153310		
252 4732-0600	UNEMPLOYMENT	Qtr 2 S.Parlin Unemp		134.83				134.83
F1010	Factory Motor Parts Co.							
I-159-089928	PD #119	R	8/15/2023			153311		
100 4465-1220	SUPPLIES, VEHICLES	PD #119		19.02				19.02
F1050	Fastenal Company							
I-MNSPR188232	Mail Box Posts	R	8/15/2023			153312		
100 4470-1240	SUPPLIES, STREETS	Mail Box Posts		19.07				19.07
F1075	Ferguson Waterworks Blaine							
I-0514788	Driveway Caps for Shut Offs	R	8/15/2023			153313		
700 4823-5160	REPAIRS, SYSTEM MAINTENANCE	Driveway Caps for Sh		1,459.10				1,459.10
F2020	Festival in the Park							
I-202308089247	Music in the Park	R	8/15/2023			153314		
100 4110-3900	GRANTS TO OTHER ORGANIZATIONS	Music in the Park		3,000.00				3,000.00
F2056	First Call							
I-3298-139700	Steel Stik Motor Oil	R	8/15/2023			153315		
100 4465-1600	OPERATING SUPPLIES	Shop Supply		81.43				
100 4465-1700	MOTOR FUELS & LUBRICANTS - UNLPD #119			81.43				162.86

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F7040	FRA-DOR							
I-2307071	Black Dirt	R	8/15/2023			153316		
745 4415-1600	OPERATING SUPPLIES	Black Dirt		158.00				
100 4360-1600	OPERATING SUPPLIES	Black Dirt		158.00				316.00
G8020	Grainger							
I-9771255685	Rare Earth Magnet Material	R	8/15/2023			153317		
730 4823-1230	SUPPLIES, EQUIPMENT	Rare Earth Magnet Ma		13.93				
I-9773295366	PW #319 Beacon Light	R	8/15/2023			153317		
100 4360-1220	SUPPLIES, VEHICLES	PW #319 Beacon Light		149.32				
I-9777757783	Rare Earth Magnet Material	R	8/15/2023			153317		
730 4823-1230	SUPPLIES, EQUIPMENT	Rare Earth Magnet Ma		13.93				
I-9777757791	HVAC Belt, Lambert & Splash	R	8/15/2023			153317		
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS HVAC Belt, Lambert &			79.98				257.16
H2805	Hawkins, Inc.							
I-6524685	Chlorine Cylinder	R	8/15/2023			153318		
700 4823-1600	OPERATING SUPPLIES	Chlorine Cylinder		120.00				
I-6529127	Chlorine-EPA Reg 7870-2	R	8/15/2023			153318		
700 4823-1600	OPERATING SUPPLIES	Chlorine-EPA Reg 787		2,507.00				2,627.00
H3056	Nick Henly							
I-202308019234	Registration: DLI Fall Seminar	R	8/15/2023			153319		
100 4180-3630	TRAINING & CONFERENCES	Registration: DLI Fa		45.00				45.00
H4035	Hillyard/Minneapolis							
I-605178622	Supplies, Soap	R	8/15/2023			153320		
700 4823-1230	SUPPLIES, EQUIPMENT	Supplies, Soap		80.00				
730 4823-1230	SUPPLIES, EQUIPMENT	Supplies, Soap		82.24				
745 4415-1600	OPERATING SUPPLIES	Supplies, Soap		80.00				242.24
H7176	Holiday 585							
I-202308089244	May, 2023 House Charges	R	8/15/2023			153321		
100 4200-1700	MOTOR FUELS & LUBRICANTS	May, 2023 House Char		587.88				
100 4360-1700	MOTOR FUELS & LUBRICANTS	May, 2023 House Char		133.70				721.58
I0126	I State Truck Center							
I-R241080424:01	PW #445	R	8/15/2023			153322		
100 4465-1220	SUPPLIES, VEHICLES	PW #445		229.39				229.39
I6560	Innovative Office Solutions, L							
I-IN4191007	Paper Supply	R	8/15/2023			153323		
100 4160-1120	COPY SUPPLIES	Paper Supply		222.75				
I-IN4198137	Plastic Bindings	R	8/15/2023			153323		
100 4160-1600	OPERATING SUPPLIES	Plastic Bindings		55.80				
I-IN4223222	Clip, Binder	R	8/15/2023			153323		
100 4160-1600	OPERATING SUPPLIES	Clip, Binder		9.46				
I-IN4224117	Waste Can	R	8/15/2023			153323		

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I6560	Innovative Office SoluCONT							
I-IN4224117	Waste Can	R	8/15/2023			153323		
100 4160-1600	OPERATING SUPPLIES	Waste Can		10.35				
I-IN4236186	Mouse Pad, Pencils, etc	R	8/15/2023			153323		
100 4160-1600	OPERATING SUPPLIES	Mouse Pad, Pencils,		25.84				
I-IN4270120	Paper Supply	R	8/15/2023			153323		
100 4460-1600	OPERATING SUPPLIES	Paper Supply		55.86				380.06
K2100	Katrina E. Joseph							
I-0063	June Misdemeanor Prosecutions	R	8/15/2023			153324		
100 4200-3020	PROSECUTING ATTORNEY SERVICES	June Misdemeanor Pro		6,125.00				6,125.00
K3000	Kennedy & Graven, Chartered							
I-175982	Retainer	R	8/15/2023			153325		
100 4160-3010	GENERAL LEGAL SERVICES	Administration		1,950.14				
100 4160-3010	GENERAL LEGAL SERVICES	Finance Department		49.86				
I-175987	Non Retainer	R	8/15/2023			153325		
100 4110-3030	OTHER PROFESSIONAL SERVICES	Charter Commission-L		168.80				
100 4160-3010	GENERAL LEGAL SERVICES	General Real Estate		253.20				
480 4160-3030	OTHER PROFESSIONAL SERVICES	Community Center Pro		168.80				
100 4160-3010	GENERAL LEGAL SERVICES	General Employment M		232.10				
230 2320	DEPOSIT PAYABLE	Greenwood Dr Infill		475.00				
485 4470-7050-325	2023 STREET PROJECT PLESANT	VI2022-2023 StreetProj		2,574.20				
230 2320	DEPOSIT PAYABLE	Long Lake Cove-7700		757.00				
100 4160-3010	GENERAL LEGAL SERVICES	Organized Collection		5,378.77				
230 4650-3030	OTHER PROFESSIONAL SERVICES	Pulte Homes Developm		9,825.00				
100 4140-3030	OTHER PROFESSIONAL SERVICES	Special Election		1,498.10				
100 4160-3010	GENERAL LEGAL SERVICES	Sales Tax Matter		2,384.30				
100 4160-3010	GENERAL LEGAL SERVICES	Cannabis Matters		84.40				25,799.67
L5081	Libby Law Office, P.A.							
I-560	July Athletic Facilities Exp	R	8/15/2023			153326		
480 4160-3030	OTHER PROFESSIONAL SERVICES	July Athletic Facili		5,000.00				5,000.00
L7650	Loffler Companies, Inc.							
I-4424341	Paper For Plotter	R	8/15/2023			153327		
100 4460-1600	OPERATING SUPPLIES	Paper For Plotter		97.25				
I-4431779	Contract for 5-1 to 7-31-23	R	8/15/2023			153327		
252 4732-5130	REPAIRS, EQUIPMENT	Contract for 5-1 to		201.60				
700 4823-3030	OTHER PROFESSIONAL SERVICES	Contract for 5-1 to		149.17				
730 4823-3030	OTHER PROFESSIONAL SERVICES	Contract for 5-1 to		149.18				
100 4160-5100	REPAIRS, COMPUTERS	Contract for 5-1 to		38.84				
100 4200-5100	REPAIRS, COMPUTERS	Contract for 5-1 to		146.39				
100 4160-5100	REPAIRS, COMPUTERS	Contract for 5-1 to		1,110.74				1,893.17

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M0300	MMNTB							
I-202308019235	June Hotel Tax Days Inn	R	8/15/2023			153328		
100 4653-3045	CONTRACTUAL N. METRO CONF BURE		June Hotel Tax Days	2,384.41				
I-202308019236	June Hotel Tax AmericInn	R	8/15/2023			153328		
100 4653-3045	CONTRACTUAL N. METRO CONF BURE		June Hotel Tax Ameri	3,553.94				5,938.35
M1257	Mailing Solutions							
I-39443	2nd Qtr UB Mailing	R	8/15/2023			153329		
700 4820-3300	POSTAGE		2nd Qtr UB Mailing	97.12				
730 4820-3300	POSTAGE		2nd Qtr UB Mailing	97.12				
252 4732-3430	PRINTING		2nd Qtr UB Mailing	97.12				
700 4825-3030	OTHER PROFESSIONAL SERVICES		Water Meter Replacem	97.15				388.51
M1477	Ridgeway and Associates							
I-2326	Mandatory Check-In	R	8/15/2023			153330		
100 4200-3030	OTHER PROFESSIONAL SERVICES		Mandatory Check-In	280.00				280.00
M1503	Martin Marietta							
I-39579879	Valve Repair	R	8/15/2023			153331		
700 4823-1240	SUPPLIES, STREETS		Valve Repair	442.02				
I-39615835	Valve Install Trail	R	8/15/2023			153331		
700 4823-1240	SUPPLIES, STREETS		Valve Install Trail	439.11				
I-39632233	Valve Install Trail	R	8/15/2023			153331		
700 4823-1240	SUPPLIES, STREETS		Valve Install Trail	377.31				
I-39666650	MV4 Wear,H&SilverLake, Pothole	R	8/15/2023			153331		
700 4823-1240	SUPPLIES, STREETS		H & Silver Lake	452.19				
100 4470-1240	SUPPLIES, STREETS		Potholes	438.38				2,149.01
M1505	Martin-McAllister Consulting P							
I-15526	Personnel Evaluation, GB, MM	R	8/15/2023			153332		
100 4160-3030	OTHER PROFESSIONAL SERVICES		Personnel Evaluation	2,225.00				2,225.00
M2100	McClellan Sales, Inc.							
I-016672A	Gloves Nitrile	R	8/15/2023			153333		
100 4470-1600	OPERATING SUPPLIES		Gloves Nitrile	299.25				
745 4415-1230	SUPPLIES, EQUIPMENT		Gloves Nitrile	299.25				
I-017033	Gloves Nitrile	R	8/15/2023			153333		
700 4823-1230	SUPPLIES, EQUIPMENT		Gloves Nitrile	43.80				
I-017055	Gloves Nitrile	R	8/15/2023			153333		
700 4823-1230	SUPPLIES, EQUIPMENT		Gloves Nitrile	84.00				726.30
M3505	Menards - Blaine							
I-54462	SV Pond Supplies	R	8/15/2023			153334		
745 4415-1600	OPERATING SUPPLIES		SV Pond Supplies	79.07				
100 4465-1220	SUPPLIES, VEHICLES		PD #202	69.55CR				
I-54463	Level Head Rake-SV Pond	R	8/15/2023			153334		
745 4415-1600	OPERATING SUPPLIES		Level Head Rake-SV P	180.86				
I-54511	Well 6 Repair	R	8/15/2023			153334		

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M3505	Menards - Blaine	CONT						
I-54511	Well 6 Repair	R	8/15/2023			153334		
700 4823-5130	REPAIRS, EQUIPMENT	Well 6 Repair		37.98				
I-54572	Splash Pad Repair Supplies	R	8/15/2023			153334		
100 4360-1230	SUPPLIES, EQUIPMENT	Splash Pad Repair Su		26.65				
I-54758	Straw for Mole Repairs	R	8/15/2023			153334		
700 4823-1210	SUPPLIES, BUILDING & GROUNDS	Straw for Mole Repai		9.99				
I-54801	Paint Liners, Spray Paint etc	R	8/15/2023			153334		
100 4470-1260	SUPPLIES, TRAFFIC CONTROL	Paint Liners, Spray		14.75				
700 4823-1260	SUPPLIES, TRAFFIC CONTROL	Paint Liners, Spray		14.75				
730 4823-1260	SUPPLIES, TRAFFIC CONTROL	Paint Liners, Spray		100.00				
I-54805	Splash Pad Supplies	R	8/15/2023			153334		
100 4360-1230	SUPPLIES, EQUIPMENT	Splash Pad Supplies		107.32				501.82
M4020	Darrell Meyer							
I-202308089245	Retirement Plaque	R	8/15/2023			153336		
100 4200-3070	COPS EVENTS	Retirement Plaque		316.03				316.03
M4025	Metro Products, Inc.							
I-175311	Hydrant Parts	R	8/15/2023			153337		
700 4823-1250	SUPPLIES, UTILITIES	Hydrant Parts		296.08				
I-175349	PW #317 Hose Barb	R	8/15/2023			153337		
100 4360-1220	SUPPLIES, VEHICLES	PW #317 Hose Barb		7.96				
I-175376	Hydrant Parts	R	8/15/2023			153337		
700 4823-1250	SUPPLIES, UTILITIES	Hydrant Parts		260.00				564.04
M4600	Metro Council Environmental Se							
I-0001160652	August Waste Water Service	R	8/15/2023			153338		
730 4823-3230	WASTE WATER DISPOSAL	August Waste Water S		95,561.11				95,561.11
M5300	Midway Ford Company							
C-CM784260	BXL 59	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	BXL 59		16.00CR				
C-CM78426A	Fog Battery	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	Fog Battery		118.76CR				
C-CM784477	PW #456 Core Return	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PW #456 Core Return		16.00CR				
C-CM784732	PD #161 Core Return	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PD #161 Core Return		16.00CR				
I-605878	PD #202 Repair	R	8/15/2023			153339		
100 4465-5120	REPAIRS, VEHICLES	PD #202 Repair		159.95				
I-606234	PW #450 Wheel Bearing	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PW #450 Wheel Bearin		149.85				
I-784260	BXL 59, Core Exchnge	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	BXL 59, Core Exchnge		134.76				
I-784477	PW #456 BXT 65 850 Core Exchg	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PW #456 BXT 65 850 C		174.36				
I-784732	PD #161 Supplies	R	8/15/2023			153339		

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M5300	Midway Ford Company	CONT						
I-784732	PD #161 Supplies	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PD #161 Supplies		564.79				
I-784800	PW #709	R	8/15/2023			153339		
700 4823-1220	SUPPLIES, VEHICLES	PW #709		86.24				
I-785261	PW #448	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PW #448		91.52				
I-785278	PW #110	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PW #110		77.22				
I-785403	PW #646	R	8/15/2023			153339		
745 4415-1230	SUPPLIES, EQUIPMENT	PW #646		138.60				
I-785464	PD #161	R	8/15/2023			153339		
100 4465-1220	SUPPLIES, VEHICLES	PD #161		9.64				1,420.17
M5607	Midwest Machinery Co							
I-9701328	PW #IMP 419	R	8/15/2023			153342		
745 4415-1230	SUPPLIES, EQUIPMENT	PW #IMP 419		389.10				
I-9706194	PW #321 Mower Blade	R	8/15/2023			153342		
100 4360-1220	SUPPLIES, VEHICLES	PW #321 Mower Blade		112.92				502.02
M5730	MN Occupational Health							
I-434257	Drug Screen N.O.	R	8/15/2023			153343		
100 4160-3030	OTHER PROFESSIONAL SERVICES	Drug Screen N.O.		68.00				68.00
M7150	MN Chiefs of Police Assn. (ETI							
I-14499	2023 Membership UpCharge	R	8/15/2023			153344		
100 4200-3010	GENERAL LEGAL SERVICES	2023 Membership UpCh		241.00				241.00
M7346	MN Dept Labor & Industry							
I-202308099248	2nd Qtr Surcharge Report	R	8/15/2023			153345		
100 3280	BUILDING SURCHARGE	2nd Qtr Surcharge Re		778.80				778.80
M7350	MN GFOA							
I-16015	Membership A.Bruzer	R	8/15/2023			153346		
100 4150-3610	MEMBERSHIPS	Membership A.Bruzer		70.00				70.00
M7675	MN Recreation & Park Associati							
I-02224	Registration A.Thomas	R	8/15/2023			153347		
252 4350-3630	TRAINING & CONFERENCES	Registration A.Thoma		395.00				
I-02225	Registration L.Vandecar	R	8/15/2023			153347		
252 4350-3630	TRAINING & CONFERENCES	Registration L.Vande		395.00				790.00
M7960	Minnesota/Wisconsin Playground							
I-2023243A	Greenfield Playground Install	R	8/15/2023			153348		
451 4470-7050	CONSTRUCTION	Greenfield Playgroun		2,090.67				2,090.67

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M7969	Minute Maker Secretarial							
I-M1732	Planning 7-19, CC Mtg 7-24	R	8/15/2023			153349		
100 4110-3030	OTHER PROFESSIONAL SERVICES	Planning Meeting 7-1		159.00				
100 4100-3030	OTHER PROFESSIONAL SERVICES	City Council Mtg 7-2		203.25				362.25
N5820	North Suburban Access Corporat							
I-2023-138	July Municipal AV Service Mtg	R	8/15/2023			153350		
210 4350-3030	OTHER PROFESSIONAL SERVICES	July Municipal AV Se		1,106.41				1,106.41
N7007	Northland Temporaries							
I-856270	Janitor Service Weekend 6-4	R	8/15/2023			153351		
252 4730-3030	OTHER PROFESSIONAL SERVICES	Janitor Service Week		838.35				
I-856334	Janitor Service Weekend 6-25	R	8/15/2023			153351		
252 4730-3030	OTHER PROFESSIONAL SERVICES	Janitor Service Week		405.00				
I-856386	Janitor Service Weekend 7-9	R	8/15/2023			153351		
252 4730-3030	OTHER PROFESSIONAL SERVICES	Janitor Service		378.00				
I-856405	Janitor Service Weekend 7-9	R	8/15/2023			153351		
252 4350-3030	OTHER PROFESSIONAL SERVICES	Janitor Service Week		135.00				
I-856411	Janitor Service Weekend 7-16	R	8/15/2023			153351		
252 4350-3030	OTHER PROFESSIONAL SERVICES	Janitor Service Week		594.00				
I-856438	Janitor Service Weekend 7-23	R	8/15/2023			153351		
252 4730-3030	OTHER PROFESSIONAL SERVICES	Janitor Service Week		638.82				2,989.17
O5531	Optum Health							
I-0001476590	July COBRA Fee	R	8/15/2023			153352		
100 4160-3030	OTHER PROFESSIONAL SERVICES	July COBRA Fee		60.50				60.50
P6750	Pomp's Tire Service - Milwaukee							
I-2160663297	PD Stock Firehawk PVS	R	8/15/2023			153353		
100 4465-1220	SUPPLIES, VEHICLES	PD Stock Firehawk PV		598.88				598.88
R3002	Ramsey County							
I-EMCOM-011002	July Fleet Support	R	8/15/2023			153354		
100 4200-5100	REPAIRS, COMPUTERS	July Fleet Support		171.60				
I-EMCOM-011032	July CAD Services	R	8/15/2023			153354		
100 4200-3050	DISPATCHING - CONTRACTUAL	July CAD Services		1,127.21				
I-EMCOM-011048	July 911 Dispatch Services	R	8/15/2023			153354		
100 4200-3050	DISPATCHING - CONTRACTUAL	July 911 Dispatch Se		6,774.39				8,073.20
R3552	Rapp Strategies							
I-1633	Prof Service MVCC Project	R	8/15/2023			153355		
480 4160-3030	OTHER PROFESSIONAL SERVICES	Prof Service MVCC Pr		6,000.00				6,000.00

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S2400	City of St. Paul							
I-IN54764	Asphalt Mix - H & Silver	R	8/15/2023			153356		
700 4823-1240	SUPPLIES, STREETS	Asphalt Mix - H & Si		1,603.62				
100 4470-1240	SUPPLIES, STREETS	Asphalt Mix - H & Si		848.60				2,452.22
S3024	Stantec Consulting Services, I							
I-2053988	Prof Services 1-1 to 3-10-2023	R	8/15/2023			153357		
745 4415-3030	OTHER PROFESSIONAL SERVICES	Apple Tree		887.75				
230 4650-3030	OTHER PROFESSIONAL SERVICES	Ardan Area		1,111.00				
230 2320	DEPOSIT PAYABLE	7700 Long Lake Road		505.00				
I-2057077	SW Mgmt & Assessment	R	8/15/2023			153357		
745 4415-3030	OTHER PROFESSIONAL SERVICES	SW Mgmt & Assessment		11,761.25				
I-2061905	'22-'23 Street Reconstruction	R	8/15/2023			153357		
485 4470-7050-324	2022 STREET PROJECT	'22-'23 Street Recon		176.50				
I-2063385	Prof Services 1-1 to 3-10-2023	R	8/15/2023			153357		
100 4470-3030	OTHER PROFESSIONAL SERVICES	General Engineering		1,260.00				
230 4650-3030	OTHER PROFESSIONAL SERVICES	Ardan Area		353.00				
230 2320	DEPOSIT PAYABLE	Long Lake Woods		83.00				
230 2320	DEPOSIT PAYABLE	7700 Long Lake		166.00				
745 4415-3030	OTHER PROFESSIONAL SERVICES	SW Mgmt & Assessment		202.00				
I-2079506	Stormwater & Wetland Permitting	R	8/15/2023			153357		
230 2320	DEPOSIT PAYABLE	Stormwater & Wetland		1,324.00				
230 4650-3030	OTHER PROFESSIONAL SERVICES	Stormwater & Wetland		353.50				
I-2083631	Stormwater Mgmt Pond Rehab	R	8/15/2023			153357		
745 4415-3030	OTHER PROFESSIONAL SERVICES	Stormwtr Pond Assess		12,819.25				
I-2084915	'22-'23 Street Reconstruction	R	8/15/2023			153357		
485 4470-7050-324	2022 STREET PROJECT	'22-'23 Street Recon		15,418.40				
I-2084918	General Engineering	R	8/15/2023			153357		
100 4470-3030	OTHER PROFESSIONAL SERVICES	General Engineering		2,078.50				
I-2108223	Stormwater & Wetland Permitting	R	8/15/2023			153357		
230 2320	DEPOSIT PAYABLE	Stormwater & Wetland		404.00				
I-2111103	Stormwtr Mgmt Pond Assess/Reha	R	8/15/2023			153357		
745 4415-3030	OTHER PROFESSIONAL SERVICES	Stormwtr Mgmt Pond A		13,751.60				
I-2111157	General Engineering	R	8/15/2023			153357		
100 4470-3030	OTHER PROFESSIONAL SERVICES	General Engineering		798.25				
I-2112396	'22-'23 Street Reconstruction	R	8/15/2023			153357		
485 4470-7050-324	2022 STREET PROJECT	'22-'23 Street Recon		35,557.22				99,010.22
S4224	Sensible Office Solutions							
I-0059420-001	Walnut Nameplate	R	8/15/2023			153360		
100 4160-1600	OPERATING SUPPLIES	Walnut Nameplate		23.90				23.90
S7520	Spring Lake Park Fire Departme							
I-202308029237	Dec 2023 Fire Protection	R	8/15/2023			153361		
100 4210-3032	CONTRACTUAL FIRE SERVICES	Dec 2023 Fire Protec		40,140.00				40,140.00

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
S8000	Star Tribune							
I-202308029239	Newspaper 7-6 to 1-4-2024	R	8/15/2023			153362		
100 4160-2100	BOOKS & PERIODICALS	Newspaper 7-6 to 1-4		119.50				119.50
S8802	Streicher's - Minneapolis							
I-I645421	Commendation Bars	R	8/15/2023			153363		
100 4200-2400	UNIFORM & CLOTHING	Commendation Bars		201.40				
I-I645850	Badge 101	R	8/15/2023			153363		
100 4200-2400	UNIFORM & CLOTHING	Badge 101		367.00				
I-I646088	Badge 106	R	8/15/2023			153363		
100 4200-2400	UNIFORM & CLOTHING	Badge 106		183.50				
I-I646091	Commendation Bars	R	8/15/2023			153363		
100 4200-2400	UNIFORM & CLOTHING	Commendation Bars		207.00				
I-I647518	Force on Force Training	R	8/15/2023			153363		
100 4200-3630	TRAINING & CONFERENCES	Force on Force Train		829.65				1,788.55
T1357	Terminix							
I-222071	Pest Concerns PW	R	8/15/2023			153364		
100 4460-3030	OTHER PROFESSIONAL SERVICES	Pest Concerns PW		60.00				60.00
T4270	Thul Specialty Contracting, In							
I-3163	I&I Mitigation in 6 Manholes	R	8/15/2023			153365		
730 4823-7050	CONSTRUCTION	Resolution 9751		25,450.00				25,450.00
T4300	TimeClock Plus, LLC							
I-INV00283953	Schedule Anywhere Renewal	R	8/15/2023			153366		
100 4200-5100	REPAIRS, COMPUTERS	Schedule Anywhere Re		1,320.00				1,320.00
T5019	Rise LLC							
I-1011	July Car Washes	R	8/15/2023			153367		
100 4200-1700	MOTOR FUELS & LUBRICANTS	July Car Washes		20.00				20.00
T6100	Tri State Bobcat							
I-A23548	PW #708	R	8/15/2023			153368		
700 4823-1230	SUPPLIES, EQUIPMENT	PW #708		423.58				
I-A23986	PW #708	R	8/15/2023			153368		
700 4823-1230	SUPPLIES, EQUIPMENT	PW #708		551.83				975.41
V4053	Eliabeth Vanloon							
I-202308089241	Aldi, Dollar Gen'l, Supplies	R	8/15/2023			153369		
252 4732-1600	OPERATING SUPPLIES	Aldi, Dollar Gen'l,		65.57				
I-202308089242	Walmart: Supplies	R	8/15/2023			153369		
252 4732-1600	OPERATING SUPPLIES	Walmart: Supplies		112.49				178.06

VENDOR SET: 01 City of Mounds View

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DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
V4105	Verizon Wireless								
I-9938031869	6-24 TO 7-23 Phone Charges	R	8/15/2023				153370		
252 4350-3100	TELEPHONE	6-24 TO 7-23 Phone C			173.42				
700 4823-3100	TELEPHONE	6-24 TO 7-23 Phone C			238.36				
100 4460-3100	Telephone	6-24 TO 7-23 Phone C			24.04				
100 4180-3100	TELEPHONE	6-24 TO 7-23 Phone C			164.44				
730 4823-3100	TELEPHONE	6-24 TO 7-23 Phone C			193.35				
100 4465-3100	TELEPHONE	6-24 TO 7-23 Phone C			106.26				
100 4410-3100	Telephone	6-24 TO 7-23 Phone C			82.22				
100 4465-3100	TELEPHONE	6-24 TO 7-23 Phone C			41.11				
100 4470-3100	TELEPHONE	6-24 TO 7-23 Phone C			65.15				
100 4200-3100	TELEPHONE	6-24 TO 7-23 Phone C			906.25				
745 4415-3100	TELEPHONE	6-24 TO 7-23 Phone C			117.23				
I-9940408530	7-24 to 8-23 Phone Charges	R	8/15/2023				153370		
252 4350-3100	TELEPHONE	7-24 to 8-23 Phone C			173.60				
700 4823-3100	TELEPHONE	7-24 to 8-23 Phone C			238.39				
100 4460-3100	Telephone	7-24 to 8-23 Phone C			24.04				
100 4180-3100	TELEPHONE	7-24 to 8-23 Phone C			164.48				
100 4130-3100	TELEPHONE	7-24 to 8-23 Phone C			24.04				
730 4823-3100	TELEPHONE	7-24 to 8-23 Phone C			158.37				
100 4360-3100	TELEPHONE	7-24 to 8-23 Phone C			106.28				
100 4410-3100	Telephone	7-24 to 8-23 Phone C			82.24				
100 4470-3100	TELEPHONE	7-24 to 8-23 Phone C			106.26				
745 4415-3100	TELEPHONE	7-24 to 8-23 Phone C			76.13				
100 4200-3100	TELEPHONE	7-24 to 8-23 Phone C			918.40				
100 4465-3100	TELEPHONE	7-24 to 8-23 Phone C			40.02				
I-9940600125	6-27 to 7-26 PD & Comm Dev	R	8/15/2023				153370		
100 4200-3100	TELEPHONE	6-27 to 7-26 PD			526.13				
100 4180-3100	TELEPHONE	6-27 to 7-26 PD & Co			80.02				4,830.23
X6000	Xcel Energy								
I-202308029240	SilverView Park	R	8/15/2023				153372		
100 4360-3210	ELECTRICITY	SilverView Park			143.25				143.25

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	84	453,589.44	0.00	453,589.44
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 3273	HVAC PERMIT	214.00
100 3280	BUILDING SURCHARGE	778.80
100 4100-3030	OTHER PROFESSIONAL SERVICES	203.25
100 4100-3630	TRAINING & CONFERENCES	821.75
100 4110-3030	OTHER PROFESSIONAL SERVICES	327.80
100 4110-3900	GRANTS TO OTHER ORGANIZATIONS	3,000.00
100 4130-1230	SUPPLIES, EQUIPMENT	67.39
100 4130-3030	OTHER PROFESSIONAL SERVICES	130.00CR
100 4130-3100	TELEPHONE	24.04
100 4140-3030	OTHER PROFESSIONAL SERVICES	1,498.10
100 4150-3610	MEMBERSHIPS	410.00
100 4160-1120	COPY SUPPLIES	222.75
100 4160-1230	SUPPLIES, EQUIPMENT	1,442.52
100 4160-1600	OPERATING SUPPLIES	173.49
100 4160-2100	BOOKS & PERIODICALS	119.50
100 4160-3010	GENERAL LEGAL SERVICES	10,332.77
100 4160-3030	OTHER PROFESSIONAL SERVICES	2,353.50
100 4160-3420	ADVERTISING	930.00
100 4160-3610	MEMBERSHIPS	50.00
100 4160-5100	REPAIRS, COMPUTERS	1,149.58
100 4180-3100	TELEPHONE	408.94
100 4180-3630	TRAINING & CONFERENCES	45.00
100 4200-1230	SUPPLIES, EQUIPMENT	171.58
100 4200-1600	OPERATING SUPPLIES	175.00
100 4200-1700	MOTOR FUELS & LUBRICANTS	653.23
100 4200-2400	UNIFORM & CLOTHING	1,023.70
100 4200-3010	GENERAL LEGAL SERVICES	241.00
100 4200-3020	PROSECUTING ATTORNEY SERVICES	6,125.00
100 4200-3030	OTHER PROFESSIONAL SERVICES	280.00
100 4200-3050	DISPATCHING - CONTRACTUAL	7,901.60
100 4200-3070	COPS EVENTS	424.07
100 4200-3100	TELEPHONE	2,350.78
100 4200-3210	ELECTRICITY	44.48
100 4200-3630	TRAINING & CONFERENCES	2,195.65
100 4200-5100	REPAIRS, COMPUTERS	2,122.99
100 4200-5130	REPAIRS, EQUIPMENT	599.26
100 4210-3032	CONTRACTUAL FIRE SERVICES	40,140.00
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	633.93
100 4360-1220	SUPPLIES, VEHICLES	1,184.26
100 4360-1230	SUPPLIES, EQUIPMENT	186.63
100 4360-1600	OPERATING SUPPLIES	158.00
100 4360-1700	MOTOR FUELS & LUBRICANTS	133.70
100 4360-2400	UNIFORM & CLOTHING	43.60
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	13.02
100 4360-3030	OTHER PROFESSIONAL SERVICES	36.00
100 4360-3100	TELEPHONE	106.28

VENDOR SET: 01 City of Mounds View

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DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 4360-3210	ELECTRICITY	2,101.90
100 4360-3220	NATURAL GAS	153.12
100 4380-1200	SUPPLIES, LANDSCAPING	56.99
100 4410-2400	UNIFORM & CLOTHING	12.65
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	1.01
100 4410-3100	Telephone	164.46
100 4460-1600	OPERATING SUPPLIES	153.11
100 4460-2400	UNIFORMS & CLOTHING	1.25
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	0.34
100 4460-3030	OTHER PROFESSIONAL SERVICES	150.05
100 4460-3100	Telephone	48.08
100 4460-3210	ELECTRICITY	3,608.47
100 4460-3220	NATURAL GAS	484.60
100 4465-1220	SUPPLIES, VEHICLES	1,813.12
100 4465-1600	OPERATING SUPPLIES	81.43
100 4465-1700	MOTOR FUELS & LUBRICANTS - UNL	81.43
100 4465-2400	UNIFORMS & CLOTHING	8.90
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	4.22
100 4465-3100	TELEPHONE	187.39
100 4465-5120	REPAIRS, VEHICLES	159.95
100 4470-1240	SUPPLIES, STREETS	1,306.05
100 4470-1260	SUPPLIES, TRAFFIC CONTROL	14.75
100 4470-1600	OPERATING SUPPLIES	455.98
100 4470-2400	UNIFORMS & CLOTHING	15.30
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	7.86
100 4470-3030	OTHER PROFESSIONAL SERVICES	4,136.75
100 4470-3100	TELEPHONE	171.41
100 4472-2400	UNIFORMS & CLOTHING	20.00
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	7.18
100 4475-2400	UNIFORMS & CLOTHING	3.73
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	1.95
100 4475-3250	ELECTRICTY-TRAFFIC LIGHTS	319.49
100 4653-3045	CONTRACTUAL N. METRO CONF BURE	5,938.35
	*** FUND TOTAL ***	113,058.21
210 4350-3030	OTHER PROFESSIONAL SERVICES	1,106.41
	*** FUND TOTAL ***	1,106.41
230 2320	DEPOSIT PAYABLE	3,714.00
230 4650-3030	OTHER PROFESSIONAL SERVICES	11,642.50
230 4650-3100	TELEPHONE	50.00
230 4650-3800	MILEAGE & PARKING	45.33
	*** FUND TOTAL ***	15,451.83
252 2077	DUE TO STATE MN - SALES TAX	6.32
252 3645	BANQUET RENTAL	85.68

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
252 4350-1600	OPERATING SUPPLIES	115.55
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	66.68
252 4350-3030	OTHER PROFESSIONAL SERVICES	729.00
252 4350-3100	TELEPHONE	347.02
252 4350-3210	ELECTRICITY	6,496.73
252 4350-3220	NATURAL GAS	351.07
252 4350-3630	TRAINING & CONFERENCES	790.00
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	228.80
252 4730-3030	OTHER PROFESSIONAL SERVICES	2,329.69
252 4732-0600	UNEMPLOYMENT	134.83
252 4732-1230	SUPPLIES, EQUIPMENT	292.45
252 4732-1600	OPERATING SUPPLIES	178.06
252 4732-3030	OTHER PROFESSIONAL SERVICES	2,669.25
252 4732-3430	PRINTING	97.12
252 4732-5130	REPAIRS, EQUIPMENT	201.60
	*** FUND TOTAL ***	15,119.85
255 4350-3210	ELECTRICITY	180.96
	*** FUND TOTAL ***	180.96
451 4470-7050	CONSTRUCTION	3,562.67
	*** FUND TOTAL ***	3,562.67
460 4200-7040	Vehicles - Police	3,125.00
	*** FUND TOTAL ***	3,125.00
480 4160-3030	OTHER PROFESSIONAL SERVICES	20,194.80
	*** FUND TOTAL ***	20,194.80
485 4470-7050	CONSTRUCTION	15,822.00
485 4470-7050-324	2022 STREET PROJECT	54,820.37
485 4470-7050-325	2023 STREET PROJECT PLEasant VI	2,574.20
	*** FUND TOTAL ***	73,216.57
700 1152	UTILITY DELQ. RECIEVABLE	51.92
700 4820-3300	POSTAGE	97.12
700 4823-1210	SUPPLIES, BUILDING & GROUNDS	151.73
700 4823-1220	SUPPLIES, VEHICLES	86.24
700 4823-1230	SUPPLIES, EQUIPMENT	1,183.21
700 4823-1240	SUPPLIES, STREETS	3,314.25
700 4823-1250	SUPPLIES, UTILITIES	556.08
700 4823-1260	SUPPLIES, TRAFFIC CONTROL	14.75
700 4823-1600	OPERATING SUPPLIES	2,627.00
700 4823-2400	UNIFORM & CLOTHING	41.68
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	8.46
700 4823-3030	OTHER PROFESSIONAL SERVICES	149.17

VENDOR SET: 01 City of Mounds View

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DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
700 4823-3100	TELEPHONE	500.20
700 4823-3220	NATURAL GAS	327.96
700 4823-5110	REPAIRS, BUILDINGS & GROUNDS	37.83
700 4823-5130	REPAIRS, EQUIPMENT	37.98
700 4823-5140	REPAIRS, STREETS	5,150.00
700 4823-5160	REPAIRS, SYSTEM MAINTENANCE	1,459.10
700 4825-2400	UNIFORM & CLOTHING	54.26
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	4.22
700 4825-3030	OTHER PROFESSIONAL SERVICES	97.15
700 4825-3210	ELECTRICITY	19,169.74
	*** FUND TOTAL ***	35,120.05
730 4820-3300	POSTAGE	97.12
730 4823-1210	SUPPLIES, BUILDING & GROUNDS	141.74
730 4823-1230	SUPPLIES, EQUIPMENT	110.10
730 4823-1260	SUPPLIES, TRAFFIC CONTROL	100.00
730 4823-2400	UNIFORM & CLOTHING	47.96
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	23.16
730 4823-3030	OTHER PROFESSIONAL SERVICES	149.18
730 4823-3100	TELEPHONE	375.17
730 4823-3210	ELECTRICITY	206.07
730 4823-3230	WASTE WATER DISPOSAL	95,561.11
730 4823-7050	CONSTRUCTION	25,450.00
	*** FUND TOTAL ***	122,261.61
740 4416-3210	ELECTRICITY	7,877.61
	*** FUND TOTAL ***	7,877.61
745 4415-1230	SUPPLIES, EQUIPMENT	968.69
745 4415-1600	OPERATING SUPPLIES	497.93
745 4415-2400	UNIFORM & CLOTHING	9.61
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	4.90
745 4415-3030	OTHER PROFESSIONAL SERVICES	39,421.85
745 4415-3100	TELEPHONE	193.36
745 4415-4010	RENTAL, EQUIPMENT	2,200.00
745 4417-2400	UNIFORM & CLOTHING	15.84
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	1.69
	*** FUND TOTAL ***	43,313.87

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBNK TOTALS:	84	453,589.44	0.00	453,589.44
BANK: APBNK TOTALS:	84	453,589.44	0.00	453,589.44
REPORT TOTALS:	84	453,589.44	0.00	453,589.44

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City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Jon Sevald, Community Development Director
Item Title/Subject: Resolution 9786; Authorizing the City to enter into an Agreement Regarding Ramsey County HRA Critical Corridors Commercial Corridor Initiative Grant (Filipino Village / Kusina, 2408 County Road I)

Introduction:

Staff requests approval to enter into a grant agreement with Ramsey County HRA to reimburse owner's expenses for façade improvements to Filipino Village/Kusina, 2408 County Road I.

Discussion:

Since 2022, the Ramsey County Housing & Redevelopment Authority (HRA) has administered a Critical Corridor Initiative Grant program, with funds from the HRA levy. In April 2023, the City applied for two grants; (1) \$50,000 for façade improvements to Filipino Village/Kusina; and (2) \$21,900 to update the 1998 Mounds View Boulevard corridor study. The HRA received 11 grant applications, and awarded five, including \$10,000 for Filipino Village/Kusina, and \$21,900 to update the corridor study.

The façade improvement grant program was specific to prevent blight of multi-tenant buildings. Filipino Village/Kusina identified \$48,000 - \$62,000 in needed façade improvements, including replacing doors, windows, and fascia.

This is a pass-thru grant. The building owner and/or business owner(s) (sub-grantee) will complete qualifying improvements, and submit receipts to the City (grantee). The City will submit receipts to the County (grantor). The County pays the City, and the City pays the property owner/business owner(s). Work must be completed by June 30, 2024.

Separate from this grant, Kusina received a \$5,000 forgivable loan from the City in 2022, and 2023.



Kusina / Filipino Village, 2401 Co Rd I (April 4, 2023)

Strategic Plan Strategy/Goal:

Thriving small business neighborhood appeal: Support through Forgivable Loan program, setting aside land for service oriented businesses like convenience stores or similar in residential neighborhood areas.

Strategize how to attract new higher-end restaurants and how to keep them here.

Financial Impact:

\$0

Recommendation:

Staff recommends approval

Once the County HRA has completed the grant agreement for the Mounds View Boulevard corridor study update, Staff will request City Council approval of that agreement.

Respectfully,



Jon Sevald, AICP
Community Development Director

Attached
Resolution 9786
Ramsey County HRA Critical Corridors Commercial Corridor Initiative Grant

RESOLUTION 9786

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT REGARDING
RAMSEY COUNTY HRA CRITICAL CORRIDORS COMMERCIAL CORRIDOR INITIATIVE GRANT
(FILIPINO VILLAGE / KUSINA, 2408 COUNTY ROAD I)**

WHEREAS, the Ramsey County Housing and Redevelopment Authority (HRA) is authorized to levy a special benefit tax, and to expend some of those funds, establishing the Critical Corridors Commercial Corridor Initiative Program, to improve the tax base and quality of life in Ramsey County by installing neighborhood signage throughout the corridor and administering a small business façade improvement grant program in order to prevent and eliminate blight; and,

WHEREAS, in April 2023, the City of Mounds View submitted a Critical Corridor Initiative grant application to the Ramsey County HRA, requesting \$50,000 for façade improvements to Filipino Village / Kusina, 2408 County Road I; and,

WHEREAS, on June 6, 2023, the Ramsey County HRA awarded the City of Mounds View a \$10,000 Critical Corridor Initiative grant, subject to a grant agreement; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Mounds View authorizes the City Administrator to sign the Ramsey County Housing and Redevelopment Authority Critical Corridors Commercial Corridor Initiative Grant agreement.

Adopted this 14th Day of August, 2023.

ATTEST:

(SEAL)

Gary Meehlhause, Acting Mayor

Nyle Zikmund, City Administrator

**RAMSEY COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

**CRITICAL CORRIDORS
COMMERCIAL CORRIDOR INITIATIVE GRANT**

This **GRANT AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between the Ramsey County Housing and Redevelopment Authority, a political subdivision of the State of Minnesota (“Authority”), and the City of Mounds View, a Minnesota municipal corporation (“Grantee”).

RECITALS

1. Authority was created pursuant to Minnesota Statutes §§ 469.001 to 469.017, as amended, and was authorized to transact business and exercise its powers by a resolution of the Ramsey County Board of Commissioners (the “County”).
2. Pursuant to Minnesota Statutes § 469.033, subd. 6, Authority levied a special benefit tax throughout its area of operation and, in order to fulfill the purposes for the levy of some of those levy funds, Authority established the Critical Corridors - Commercial Corridor Initiative Program (“Program”) to improve the tax base and quality of life in Ramsey County by installing neighborhood signage throughout the corridor and administering a small business façade improvement grant program in order to prevent and eliminate blight.
3. The activities to be undertaken under the Program are all activities that Authority could undertake directly pursuant to Minnesota Statutes §§ 469.001 to 469.047.
4. Grantee seeks to support existing small businesses through grants for public realm improvements including façade improvements, as defined in the Program description on file with Authority (the “Project”) which will result in the removal, prevention, and reduction of blighting factors/causes of blight.
5. Grantee has submitted an application (“Application”) to fund certain activities in the Project Area as described in **Exhibit A** (“Project Area”) related to the Project as described in **Exhibit B** (“Project Activities”), in order to engage in certain activities as permitted by the Program including but not limited to marketing, promotion, and public realm improvements (“Eligible Activities”).
6. The Project Activities will occur in the City of Mounds View, within the Project Area, in Ramsey County, Minnesota.
7. Authority has determined that the installation of signage and business façade improvement grants will support Ramsey County’s suburban small business economy by investing in placemaking improvements in an important local business district.

8. Authority has concluded that Grantee has the necessary expertise, skill, and ability to successfully complete the Project and that the Project is in the best interests of Authority and will positively contribute to meeting the goals of the Program.
9. Authority agrees to provide a Grant in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) (“Funds”) to Grantee pursuant to the Program and Resolution No. H2023-007.

NOW THEREFORE, in order to induce Authority to make the Grant to Grantee consideration of the mutual covenants and agreement contained herein, Authority and Grantee agree as follows:

ARTICLE 1 TERMS OF GRANT

Section 1.01 Grant Amount. Authority agrees to provide this Grant to Grantee in the amount of not to exceed Ten Thousand and no/100 Dollars (\$10,000.00) upon the terms and conditions and for the purposes set forth in this Agreement. The Grant constitutes a grant of funds and no portion of the Grant is to be repaid by Grantee to Authority unless mutually agreed to by all parties as part of this Agreement or an Event of Default (as defined below) occurs.

Section 1.02 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Certificate of an authorized member of Grantee with resolution of Grantee authorizing execution and delivery of this Agreement and any other documents described in this Agreement.
- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit C**.

Section 1.03 Use of Funds. Grantee agrees to use the Funds solely for the purposes and activities described in the Project Activities. The Grant shall not be used for (a) costs in the Project Activities that are not labeled as Eligible Uses, or (b) administration expenses (each an “Ineligible Use”). Labor costs are only eligible to be covered if the labor is done by a third-party who has no financial interest in the Project or the premises where the Project is located, other than the value of such work. Grantee is authorized to use Funds for subgrants to eligible subgrantees for the façade improvement Project Activities, subject to the conditions set forth in Section 1.09 of this Agreement.

Section 1.04 Grant Term. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **June 30, 2024** (“End Date”).

Section 1.05 Disbursement of Funds.

- A. The Authority will disburse Funds in response to written reimbursement requests (“Reimbursement Requests”) submitted to Authority by Grantee upon a form provided by Authority and accompanied by copies of bills and invoices from third parties for which Grantee seeks reimbursement. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, Authority will disburse the requested amount to Grantee within thirty-five (35) days after receipt of each Reimbursement Request.
- B. The following are events and conditions precedent to the disbursement of the Funds for any Project Activity:
 - 1. Grantee shall have executed and delivered to Authority on or prior to the date hereof, without expense to Authority, executed copies of this Agreement;
 - 2. No Event of Default under this Agreement shall have occurred and be continuing, unless waived in writing by Authority in its sole discretion;
 - 3. As applicable with respect to each disbursement, Grantee shall have received or Authority shall have determined that Grantee will receive all necessary rezoning, variances, conditional use permits, building permits and other permits, and subdivision, site plan and other approvals needed to permit the construction for which funds are requested; and
 - 4. Grantee shall have provided verification to Authority that all property taxes on the property where the Project will occur are current and paid in full.

Section 1.06 Unused Funds. Upon the earlier of (a) the completion of the Project Activities; (b) the End Date; or (c) the termination of this Agreement, any Funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by Authority, at Authority’s sole discretion.

Section 1.07 Business Subsidy. The parties hereto agree and acknowledge that the Grant does not constitute a business subsidy under Minnesota Statutes, §§ 116J.993 to 116J.994, as amended, because the assistance provided with the grant is for less than \$150,000.

Section 1.08 Prevailing Wage. The Project will conform with the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota including the Ramsey County Prevailing Wage Ordinance No. 2013-329, if applicable.

Section 1.09 Subgrantees. The following requirements shall apply if Grantee uses any of the Funds to make subgrants for façade improvement projects:

- A. Prior to subgranting of Funds to any subgrantee, Grantee shall accept and review

applications for Funds, and determine eligibility;

- B. Prior to subgranting of funds to any subgrantee, Grantee shall enter into a Subgrant Agreement with its subgrantee in the form of Subgrant Agreement set forth in **Exhibit D**. Grantee shall not alter or amend the Subgrant Agreement in any way without the prior written consent of Authority; and
- C. Prior to subgranting of Funds to any subgrantee for an Eligible Activity that will alter or affect real property or improvements to real property that is not owned by the subgrantee, Grantee shall obtain from any subgrantee such proof of consent from the fee owner of the affected property, as required by the Subgrant Agreement.

ARTICLE 2 INSURANCE AND INDEMNIFICATION

Section 2.01 Insurance. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by Grantee, a Subgrantee of Grantee or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to Authority throughout the term of this Agreement.

- A. **Commercial General Liability Insurance.** The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability. Grantee is required to add Authority, Ramsey County, their officials, employees, volunteers, and agents as Additional Insured to Grantee's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Grantee's acts or omissions, or the acts or omissions of those acting on Grantee's behalf in the performance of the ongoing operations, services and completed operations of Grantee under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:

- \$ 500,000 per claim
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products/completed operations total limit
 - \$1,500,000 personal injury and advertising liability

- B. **Automobile Insurance.** Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. **Workers' Compensation and Employers' Liability.** Workers' Compensation as required by Minnesota Statutes.
- D. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in

coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

- E. Nothing in this Agreement shall constitute a waiver by Authority or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 2.02 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee and Authority mutually agree to hold harmless and defend each other, their officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the project, including but not limited to Grantee's or the Authority's acts, failure to act, or failure to perform its obligations hereunder. Grantee and Authority further agree to pay the costs of and/or reimburse each other, their officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees and costs) incurred in connection with such acts or failures. Each party is required to promptly notify the other of any claim made for any such damage or loss and afford that party and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Grant Agreement will constitute a waiver by Grantee or Authority of any statutory limits or exceptions on liability.

ARTICLE 3 GRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.01 Grantee represents and warrants to Authority that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement. Grantee further represents and warrants that executing this Agreement will not violate any provisions of Grantee's organizational documents, the laws of the State of Minnesota or the United States of America, or cause a breach or default of any other agreement to which Grantee is a party.
- B. The execution and delivery of this Agreement, and the performance by Grantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and

do not and will not violate or conflict with, or cause any default or event of default to occur under any agreement binding upon Grantee.

- C. Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question.
- D. Grantee will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the completion of the Projects.

Section 3.02 Project Site Acknowledgements. Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority in promotional materials, press releases, reports and publications relating to the Project Activities that are funded in whole or in part with the Funds.

Section 3.03 Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of Authority. Any non-approved transfer, assignment or conveyance shall be void.

Section 3.04 Anti-Displacement and Relocation. Grantee shall take all reasonable steps to minimize displacement of persons and businesses as necessary for implementation of the Project Activities. Grantee shall conduct all property acquisitions in its name, or in the name of another eligible organization acceptable to Authority, which shall hold title to all real property acquired. Borrower shall prepare all notices, appraisals, and documentation required in conducting acquisition under the latest applicable state or federal regulations, as applicable, and provide all relocation notices, counseling, and services. Grantee also agrees to comply with all applicable ordinances, resolutions and policies concerning the displacement of persons from their residences or businesses. In the event that it is determined that any individual or business is entitled to relocation assistance as a result of acquisition, rehabilitation, demolition or conversion of property related to the Project Activities, Grantee will be solely responsible for all such expenses. In the event of litigation regarding entitlement to relocation expenses or other assistance, Borrower will be solely responsible for the cost of such litigation.

ARTICLE 4 DEFAULT AND REMEDIES

Section 4.01 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- A. Grantee uses any portion of the Grant proceeds for purposes other than specified in this Agreement.

- B. Grantee fails to comply with any of the terms, conditions, requirements, representations, warranties, or provisions contained in its Application, this Agreement, or any other Authority document.
- C. Any of the information, documentation, or representations that Grantee supplied to Authority in its Application, this Agreement, or any other Authority document to induce Authority to make the Grant is determined to be false, untrue, or misleading in any material manner.
- D. Any act or omission, or misuse of Funds by a subgrantee approved by Grantee pursuant to Section 1.09 of this Agreement.

Section 4.02 Remedies. Upon the occurrence of an Event of Default, Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, Authority may: (a) refrain from disbursing any further Funds' (b) demand that any amount of Funds already disbursed to Grantee be immediately returned to Authority, and upon such demand, Grantee shall immediately return such proceeds to Authority; (c) terminate this Agreement by written notice; and (d) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.03 Authority's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by Authority, Grantee shall pay or reimburse Authority for all expenses, including all attorneys' fees and expenses incurred by Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.05 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by Grantee and thereafter waived by Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5

ACCOUNTING, AUDIT, AND REPORTING REQUIREMENTS

Section 5.01 Accounting and Records. Grantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Funds received under this Agreement. Such accounts and records shall be kept and maintained by Grantee for a period of six (6) years following the termination of this Agreement. Accounting methods shall be in accordance with generally accepted accounting principles.

Section 5.02 Audits. The accounts and records of Grantee described in Section 5.01 shall be audited in the same manner as all other accounts and records of Grantee and may, for a period of six (6) years following the termination of this Agreement, be inspected on Grantee's premises by Authority or individuals or organizations designated by Authority, upon reasonable notice thereof to Grantee. The books, records, documents, and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

Section 5.03 Grantee further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.

ARTICLE 6

GENERAL PROVISIONS

Section 6.01 Amendments. This Agreement represents the entire agreement between Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. Authority and Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of Authority and Grantee.

Section 6.02 Equal Opportunity and Non-discrimination. Grantee will comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 6.03 Conflict of Interest. The members, officers, and employees of Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 6.04 Severability. If one or more provisions of this Agreement are found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 6.05 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 6.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Authority:

Ramsey County Housing and Redevelopment Authority
Office of the County Manager
250 Courthouse
15 West Kellogg Blvd.
St. Paul, MN 55102

With a courtesy copy to:
Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

To Grantee:

City of Mounds View
2401 Mounds View Blvd.
Mounds View, MN 55112

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 6.07 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of Grantee and on behalf of Authority represent and warrant on Grantee's and Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on Grantee's and Authority's behalf, respectively and that this Agreement constitutes Grantee's and Authority's valid, binding, and enforceable agreements.

Section 6.08 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as

a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 6.10 Data Practices. All data collected, created, received, maintained, or disseminated for any purpose in the course of Grantee’s performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 6.11 Final Report. Grantee agrees to provide Authority a final report, on such form as provided by Authority, prior to the termination of this Agreement.

Section 6.12 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 6.13 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee’s rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the Funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.

- D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the Parties or as constituting Grantee as the employee of Authority for any purpose or in any manner whatsoever. Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of Authority.

[Signature pages to follow]

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA CRITICAL CORRIDORS
COMMERCIAL CORRIDOR INITIATIVE GRANT AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the date and year first written above.

GRANTEE:

CITY OF MOUNDS VIEW

By: _____

Its: _____

Date: _____

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA CRITICAL CORRDORS
COMMERCIAL CORRIDOR INITIATIVE GRANT AGREEMENT**

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Ryan T. O'Connor,
Ramsey County Manager

Approval Recommended:

Community and Economic Development

Approved as to Form:

Assistant Ramsey County Attorney

EXHIBIT A

Project Area

Legal description: Lot 1 and Lot 2, Block 3, Greenfield Addition Plat 2, Ramsey County, Minnesota.

Address: 2408 County Road I, Mounds View, MN 55112

EXHIBIT B

Project Activities

Eligible Activities:

- District-wide marketing, branding, and/or promotion initiatives
- Design and/or implementation of wayfinding, street furniture, or other public realm enhancements
- Building façade improvements

Ineligible Activities:

- Parking lot improvements or expansions
- Activities for sites without public frontage
- Activities that benefit a single business
- Administration, overhead, and business operations support
- Events
- Activities that encourage displacement of existing surrounding businesses

EXHIBIT C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS**

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the City of Mounds View, a Minnesota municipal corporation (“Grantee”), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it (“Agreement”) between the Ramsey County Housing and Redevelopment Authority (“Authority”) and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

City of Mounds View

By: _____
Its: _____

Dated: _____, 2023

EXHIBIT D

Form of Subgrant Agreement

[Exhibit pages follow]

**RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY
CRITICAL CORRIDORS
COMMERCIAL CORRIDOR INITIATIVE**

SUBGRANT AGREEMENT

This **CRITICAL CORRIDORS, COMMERCIAL CORRIDOR INITIATIVE SUBGRANT AGREEMENT** (“Subgrant Agreement”) is made and entered into on this ____ day of _____, 2023, by and between the City of Mounds View, a Minnesota municipal corporation (“Subgrantor”) and [NAME OF SUBGRANTEE], a [TYPE OF ENTITY] (“Subgrantee”).

RECITALS

- A. The Ramsey County Housing and Redevelopment Authority (“Authority”) and Subgrantor have entered into that certain Critical Corridors — Commercial Corridor Initiative Grant Agreement (the “Grant Agreement”) on [DATE OF GRANT AGREEMENT] in connection with the efforts to invest in streetscaping and wayfinding in the corridor that improve the pedestrian experience and support existing small businesses through façade improvement grants (“Project”).
- B. The Grant authorizes Subgrantor to provide Subgrants to eligible entities within the Project Area defined in the Grant Agreement in order to pay for façade improvements along key commercial corridors in order to prevent and eliminate blight.
- D. Subgrantee is the [FEE OWNER OR TENANT] of real property at [ADDRESS, CITY], Ramsey County, Minnesota.
- E. Subgrantee submitted an application to Subgrantor for the Project, and Subgrantor has determined that Subgrantee meets the requirements of the Grant Agreement for Eligible Activities as that is defined in the Grant Agreement.
- F. Subgrantor and Subgrantee are entering into this Subgrant Agreement to fund façade improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Subgrantor and Subgrantee do hereby agree as follows:

**ARTICLE 1
TERMS OF SUBGRANT**

Section 1.01 Subgrant Amount. Subgrantor agrees to provide a grant to Subgrantee in the amount of not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) (the “Subgrant”) upon the terms and conditions and for the purposes set forth in this Subgrant Agreement and the Grant Agreement. The Subgrant constitutes a grant of funds and no portion of the Subgrant is to be repaid by Subgrantee to Subgrantor unless mutually agreed to by all parties as part of this Subgrant Agreement or an Event of Default (as defined below) occurs.

Section 1.02 Use of Funds. Subgrantee agrees to use the Subgrant solely for façade improvements (the “Improvements”) only at the Premises, as defined herein. The Subgrant shall not be used for costs not included in this Subgrant Agreement, the Grant Agreement, or administration expenses (each an “Ineligible Use”). Labor costs are only eligible to be covered for façade improvements only if the labor is done by a third-party who has no financial interest in the Premises, as defined herein, other than the value of such work.

Section 1.03 Subgrant Term. The Improvements shall be completed in a timely manner and all requests for reimbursement will be submitted no later than **December 31, 2024** (the “End Date”).

Section 1.04 Disbursement of Subgrant Funds. Pursuant to the Grant Agreement between Authority and Subgrantor, Subgrantor shall have received the Subgrant Funds prior to accepting requests for Subgrant Funds. Subgrantor will disburse Subgrant Funds to Subgrantee, in response to written reimbursement requests (“Reimbursement Requests”) submitted to Subgrantor by Subgrantee, certifying that such expenses were all Eligible Uses of Subgrant Funds. The Reimbursement Requests must be accompanied by copies of bills and invoices from third parties for which Subgrantee seeks reimbursement. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Subgrant Agreement, Subgrantor will disburse the approved amount to Subgrantee within fifteen (15) days of receipt of the Reimbursement Request from Subgrantee. Subgrantee shall provide written verification of receipt of Subgrant Funds in the form of **Exhibit A**.

Section 1.05 Unused Subgrant Funds. Any Subgrant Funds not previously disbursed to Subgrantee for any reason shall not be bound by the terms of this Subgrant Agreement and may be returned by Subgrantor to Authority, upon (a) the completion of the Improvements; (b) the End Date; or (c) the termination of this Subgrant Agreement pursuant to Section 4.02, whichever comes first.

Section 1.06 Business Subsidy. The parties hereto agree and acknowledge that the Subgrant does not constitute a business subsidy under Minnesota Statutes §§ 116J.993 to 116J.994, as amended, because the assistance is less than \$150,000.00.

ARTICLE 2 INSURANCE AND INDEMNIFICATION

Section 2.01 Insurance. Subgrantee will purchase and maintain commercially reasonable insurance as will protect it from claims which may arise out of, or result from, its operations related to this Subgrant Agreement, whether such operations be by Subgrantee or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Subgrantee shall provide Certificates of Insurance upon request of Subgrantor or Authority throughout the term of this Subgrant Agreement. Subgrantee shall also provide the following:

- A. **Automobile Insurance.** Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.

- B. Workers' Compensation and Employers' Liability. Where applicable, Workers' Compensation as required by Minnesota Statutes.
- C. Subgrantee shall provide Subgrantor with prior notice of any lapse in the insurance required under this Subgrant Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Subgrantee to purchase and maintain additional coverages as it may deem necessary in connection with this Subgrant Agreement.
- D. Nothing in this Subgrant Agreement shall constitute a waiver by Subgrantor, Authority, or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 2.02 Indemnification. Subgrantee shall defend, hold harmless and indemnify Subgrantor, Authority, Ramsey County, their collective elected and appointed officials, officers, agents and employees from and against all claims, liability, costs expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Subgrant Agreement and any of its operations or activities related thereto. The provisions of this paragraph shall survive the termination of this Subgrant Agreement. This indemnification shall not be construed as a waiver on the part of either Subgrantee, Subgrantor, Authority, or Ramsey County of any immunities or limits on liability provided by applicable Minnesota law.

ARTICLE 3

SUBGRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.01 Subgrantee represents and warrants that it is duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Subgrant Agreement. Subgrantee further represents and warrants that executing this Subgrant Agreement will not violate any provisions of Subgrantee's organizational documents, the laws of the State of Minnesota or the United States of America, or cause a breach or default of any other agreement to which Subgrantee is a party.

Section 3.02 The execution and delivery of this Subgrant Agreement, and the performance by Subgrantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under any agreement binding upon Subgrantee.

Section 3.03 The execution and delivery of this Subgrant Agreement has been duly approved by all necessary action of Subgrantee, and this Subgrant Agreement has in fact been duly executed and delivered by Subgrantee and constitutes its lawful and binding obligation, legally enforceable against it.

Section 3.04 Subgrantee warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this

Subgrant Agreement. If at any time Subgrantee receives notice of noncompliance from any governmental entity, Subgrantee agrees to take any necessary action to comply with the state or federal law in question.

Section 3.05 Assignment. Subgrantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Subgrant Agreement without the written consent of Subgrantor or Authority. Any non-approved transfer, assignment, or conveyance shall be void, and may be an Event of Default.

ARTICLE 4 DEFAULT AND REMEDIES

Section 4.01 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Subgrant Agreement:

- A. If, without the written consent of Subgrantor, Subgrantee’s interest in the Project or this Subgrant Agreement is sold, assigned, transferred, or otherwise conveyed, whether voluntary, involuntary or by operation of the law.
- B. Subgrantee uses any portion of the Subgrant proceeds for purposes other than specified herein.
- C. Subgrantee fails to comply with any of the terms, conditions, requirements, representations, warranties or provisions contained in its Application, this Subgrant Agreement or any other Subgrantor document.
- D. Any of the information, documentation, or representations that Subgrantee supplied to Subgrantor in its Application, this Subgrant Agreement or any other Subgrantor document to induce Subgrantor to make the Subgrant is determined to be false, untrue, or misleading in any material manner.

Section 4.02 Remedies. If Subgrantee commits an Event of Default, Subgrantor may immediately, without notice to Subgrantee, suspend its performance under this Subgrant Agreement. Subgrantor must give Subgrantee written notice that Subgrantee has committed an Event of Default, and Subgrantee shall have thirty (30) days to cure (discontinue, fix, remove, correct, or other curative action) any Event of Default. If the Event of Default is not cured, Subgrantor may do the following:

- A. Refrain from disbursing any further Subgrant proceeds;
- B. Demand that any amount of Subgrant proceeds already disbursed to Subgrantee be immediately returned to Subgrantor, and upon such demand, Subgrantee shall immediately return such proceeds to Subgrantor;
- C. Terminate this Subgrant Agreement by written notice; and

- D. Pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Subgrant Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.03 Subgrantor's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided in this Subgrant Agreement, then upon demand by Subgrantor, Subgrantee shall pay or reimburse Subgrantor for all expenses, including all attorneys' fees and expenses, incurred by Subgrantor in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Subgrant Agreement.

Section 4.04 No Remedy Exclusive. None of the Subgrantor's remedies provided in this Subgrant Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Subgrant Agreement or now or hereafter existing at law or in equity or by statute. If Subgrantor delays or fails to exercise any right or power accruing upon any Event of Default, Subgrantor will not be deemed to have waived or given up any of its remedies. The notice requirements set forth in Section 4.02 are the only notice requirements; no other notice is necessary for Subgrantor to exercise its remedies.

Section 4.05 No Additional Waiver Implied by One Waiver. If Subgrantee commits a breach of any of its obligations in this Subgrant Agreement and Subgrantor chooses not to enforce its rights related to that breach, Subgrantor will have the right to enforce its rights if Subgrantee commits any other later breach.

ARTICLE 5

ACCOUNTING, AUDIT, AND REPORTING REQUIREMENTS

Section 5.01 Accounting and Records. Subgrantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Subgrant Funds received under this Subgrant Agreement. Such accounts and records shall be kept and maintained by Subgrantee for a period of six (6) years following the termination of this Subgrant Agreement. Accounting methods shall be in accordance with generally accepted accounting principles.

Section 5.02 Audits. The accounts and records of Subgrantee described in Section 5.01 shall be audited in the same manner as all other accounts and records of Subgrantee and may, for a period of six (6) years following the termination of this Subgrant Agreement, be inspected on Subgrantee's premises by Subgrantor or individuals or organizations designated by Subgrantor, upon reasonable notice thereof to Subgrantee. The books, records, documents and accounting procedures relevant to this Subgrant Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

Section 5.03 Subgrantee further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement. Subgrantee agrees to hold harmless and defend Subgrantor, Ramsey County, their

officials, officers or employees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the Project, including but not limited to Subgrantee's acts, failure to act, or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse Subgrantor, Authority, Ramsey County, their officials, officers or employees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees) incurred in connection therewith. Subgrantor shall promptly notify Subgrantee of any claim made for any such damage or loss and afford Subgrantee and its counsel the opportunity to contest, compromise, or settle such claim.

ARTICLE 6 GENERAL PROVISIONS

Section 6.01 Amendments. This Subgrant Agreement represents the entire agreement between Subgrantor and Subgrantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Subgrant Agreement shall be binding. Subgrantor and Subgrantee may amend this Subgrant Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of Subgrantor and Subgrantee.

Section 6.02 Equal Opportunity and Non-discrimination. Subgrantee will Comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Subgrantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Subgrantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 6.03 Conflict of Interest. The members, officers, and employees of Subgrantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 6.04 Severability. If one or more provisions of this Subgrant Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Subgrant Agreement shall remain in full force.

Section 6.05 Time. Time is of the essence in the performance of the terms and conditions of this Subgrant Agreement.

Section 6.06 Contacts. Reimbursement Requests, written reports and correspondence submitted to Subgrantor pursuant to this Subgrant Agreement shall be directed to:

City of Mounds View
2401 Mounds View Blvd.
Mounds View, MN 55112
Attn: Jon Sevald
jon.sevald@moundsviewmn.org

Any notice, demand, or other communication under the Agreement to Subgrantee shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to Subgrantee at:

or at such other address that Subgrantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 6.07 Warranty of Legal Capacity. The individuals signing this Subgrant Agreement on behalf of Subgrantee and on behalf of Subgrantor represent and warrant on Subgrantee's and Subgrantor's behalf respectively that the individuals are duly authorized to execute this Subgrant Agreement on Subgrantee's and Subgrantor's behalf, respectively and that this Subgrant Agreement constitutes Subgrantee's and Subgrantor's valid, binding, and enforceable agreements.

Section 6.08 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Subgrant Agreement shall be as valid as an original of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Subgrant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.09 Governing Law. This Subgrant Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles.

Section 6.10 Data Practices. All data collected, created, received, maintained, or disseminated for any purpose in the course of Subgrantee's performance of this Subgrant Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes.

Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 6.11 Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Subgrant Agreement and the Exhibits attached to this Subgrant Agreement are true and correct, and are incorporated into this Subgrant Agreement.

ARTICLE 7

TERMS APPLICABLE TO FAÇADE IMPROVEMENTS

Section 7.01 Subject Property. Subgrantee is the fee owner or a tenant of the real property (“Premises”) located at 2408 County Road I, Mounds View, Minnesota 55112. If Subgrantee is a tenant and not the fee owner of the Premises, this Subgrant Agreement shall not become effective until the fee owner executes a consent agreement substantially in the form of **Exhibit B.**

Section 7.02 Plans. Subgrantee shall prepare final design and construction plans (the “Plans”) and submit the Plans to Subgrantor. The Plans shall be in compliance with all applicable local, state, and federal rules and regulations and the Program Guidelines. All work must be done in accordance with the Plans and all local, state, and federal rules and regulations.

[Signature pages follow]

**SIGNATURE PAGE FOR
RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY
CRITICAL CORRIDORS
COMMERCIAL CORRIDOR INITIATIVE**

SUBGRANT AGREEMENT

IN WITNESS WHEREOF, Subgrantee and Subgrantor have caused this Subgrant Agreement to be executed by their duly authorized representatives. This Subgrant Agreement is effective on the date of final execution by Subgrantor.

SUBGRANTOR:

CITY OF MOUNDS VIEW
a Minnesota municipal corporation

By: _____

Its: _____

Date: _____

**SIGNATURE PAGE FOR
RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY
CRITICAL CORRIDORS
COMMERCIAL CORRIDOR INITIATIVE**

SUBGRANT AGREEMENT

SUBGRANTEE:

By: [NAME OF ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT A

Verification of Receipt of Subgrant Funds by Subgrantee

VERIFICATION OF RECEIPT OF FUNDS

I, [NAME OF SUBGRANTEE] (“Subgrantee”), acknowledge receipt of \$10,000.00 in funds from the City of Mounds View (“Subgrantor”) as payment for the improvements made to property located at 2408 County Road I, Mounds View, Minnesota in accordance with the agreement between Subgrantor and Subgrantee dated _____.

SUBGRANTEE

By: _____

Print Name: _____

EXHIBIT B

Form of Owner Consent

CONSENT OF PROPERTY OWNER

I, [NAME OF PROPERTY OWNER] (“Property Owner”), am the fee owner of property located at 2408 County Road I, Mounds View, Minnesota (“Property”), which is currently leased to [SUBGRANTEE’S NAME] (“Subgrantee”). I received a copy of the plan for improvements to my Property (“Plan”), which I understand to be the same plan that Subgrantee provided to the City of Mounds View (“Subgrantor”) in accordance with Section 7.02 of a Subgrant Agreement between Subgrantee and Subgrantor.

I hereby consent to the improvements to my Property as stated in the Plan.

PROPERTY OWNER

By: _____

Print Name: _____



Item No:	05D
Meeting Date:	Aug 14, 2023
Type of Business	Consent
City Administrator Review	

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Jon Sevald, Community Development Director
Item Title/Subject: Resolution 9787; Authorizing the City to enter into a Professional Services contract with HKGI related to Ramsey County HRA Critical Corridors Initiative Grant.

Introduction:

Staff requests authority to enter into a professional services contract with HKGI to complete urban design projects for Mounds View Square, and Mounds View Boulevard. Funding is provided by the Ramsey County Housing Redevelopment Authority, Critical Corridors Initiative.

Discussion:

The City has accepted two grants from the Ramsey County HRA Critical Corridors Initiative; (1) to develop a concept plan for the potential redevelopment of Mounds View Square and the adjacent Sunrise Methodist Church (\$50,000); and (2) to update the Mounds View Boulevard corridor study (\$21,900).

The City has contracted with LOCi Consulting to complete a market analysis of Mounds View Square and Sunrise Church.¹ Once completed by mid-August, the market analysis will be used by an urban designer to complete a concept plan.

The City Council previously waived the Purchasing Policy to allow the City to enter into a professional services contract exceeding \$25,000 without competitive bids.² HKGI is a qualified and reputable urban design consulting firm, which has submitted proposals to complete both the Mounds View Square project (\$33,500), and Mounds View Boulevard corridor study (\$21,900).

The Mounds View Square concept plan must be completed by December 31, 2023. The corridor study must be completed by June 30, 2024.

HKGI has submitted a work program with tasks for both projects. Once the City Council authorizes Staff to enter into a contract, we will refine the work schedule. The work schedule includes several meetings with Staff, property owners, the City Council and Planning Commission, a project website, concept plans, and public engagement. It's anticipated that much of the work will occur at the October and November Council Work Sessions.

Strategic Plan Strategy/Goal:

Continue BR&E program, maximize utilization of development space and updated list of available sites, & consider residential redevelopment.

¹ Resolution 9754

² Resolution 9764

Beautification of Mounds View Boulevard: Cooperative with Ramsey County in implement new features and improved beautification, aesthetics, and landscaping including but not limited to different plant species in median that looks professional, clean, and neat. Conduct and budget for improvements in phases and use Hwy 96 as an example.

Financial Impact:

\$0

Recommendation:

Staff recommends approval.

Respectfully,

A handwritten signature in black ink, appearing to read "Jon Sevald", is written over a thin horizontal line.

Jon Sevald, AICP
Community Development Director

ATTACHED

Resolution 9787

Mounds View Square agreement for design services

Mounds View Boulevard agreement for design services

RESOLUTION 9787

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**AUTHORIZING THE CITY TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT
RELATED TO RAMSEY COUNTY HRA CRITICAL CORRIDORS INITIATIVE GRANT**

WHEREAS, the Ramsey County Housing and Redevelopment Authority (HRA) levy funds the Critical Corridors Pre-Development Planning Program to improve the tax base and quality of life in Ramsey County; and,

WHEREAS, the City of Mounds View applied for Critical Corridors grant(s) from the Ramsey County HRA; (1) to complete a concept plan and redevelopment feasibility analysis of Mounds View Square shopping center and Sunrise United Methodist Church; and (2) to update the Mounds View Boulevard Corridor study; and,

WHEREAS, the Ramsey County HRA awarded the City of Mounds View a Critical Corridors grant of \$50,000, and entered into a Predevelopment Grant Agreement on February 27, 2023 with Ramsey County. The City of Mounds View contracted with LOCi Consulting to complete a Market Analysis on May 25, 2023 (\$16,500) (Resolution 9754); and intends to contract with HKGi to complete design services (\$33,500). All work is to be completed by December 31, 2023; and,

WHEREAS, the Ramsey County HRA awarded the City of Mounds View a Critical Corridors grant of \$21,900 to update the Mounds View Boulevard corridor study. A Predevelopment Grant Agreement with Ramsey County is to be completed (is pending). The City intends to contract with HKGi to complete the corridor study (\$21,900). All work is to be completed by June 30, 2024; and,

WHEREAS, the Mounds View City Council waved the City's Purchasing Policy, Section 2.3, requiring two more quotes for purchases between \$25,000 and \$175,000, specifically for these grant projects (Resolution 9764); and,

NOW, THEREFORE, BE IT RESOLVED, that the Mounds View City Council authorizes the City Administrator or their designee, to enter into a professional services contract(s) with HKGi for the Mounds View Square project (\$33,500), and Mounds View Boulevard corridor project (\$21,900), as stipulated in the HKGi agreement(s) for planning and design services, dated July 25, 2023 (Mounds View Square), and August 1, 2023 (Mounds View Boulevard).

Adopted this 14th Day of August, 2023

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator

(SEAL)



July 25, 2023

Jon Sevald
Community Development Director
City of Mounds View
2401 Mounds View Boulevard
Mounds View MN 55112

Subject: An Agreement between the City of Mounds View and HKGi for planning and design services pertaining to Mounds View Square.

Dear CLIENT;

This letter outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between the City of Mounds View hereinafter referred to as the CLIENT, and HKGi, hereinafter referred to as the CONSULTANT for the Mounds View Square redevelopment site, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A Work Program.

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.
2. Services or Deliverables not specifically identified in Paragraph A above.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on the CONSULTANT'S current hourly rate schedule (see Attachment B) not-to-exceed \$33,500 inclusive of expenses as noted in Paragraph A.

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.
3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.
4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.
2. Arrangements and notification for public meetings and stakeholder meetings.
3. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in paragraph A.
4. Participation in team workshops as needed.
5. Presentation of draft materials to stakeholder groups as required.
6. Provide traffic and municipal engineering support to the project as needed.

E. INSURANCE

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to review CONSULTANT's insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
 - \$2,000,000 per occurrence
 - \$3,000,000 general aggregate
 - \$300,000 damage to rented premises
 - \$15,000 medical expenses
2. Umbrella Liability
 - \$1,000,000 per occurrence
 - \$1,000,000 general aggregate
 - \$10,000 self-insured retention

3. Worker's Compensation and Employer's Liability
 - a. Worker's Compensation per Minnesota Statutes
 - b. Employer's Liability
 - \$500,000 per accident;
 - \$500,000 per employee;
 - \$500,000 per disease policy limit.
4. Professional Liability Insurance
 - \$2,000,000 per claim
 - \$4,000,000 annual aggregate

F. COMPLETION SCHEDULE

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed within six (6) months of the date that the CLIENT issues a notice to proceed. The notice to proceed shall come from an authorized representative of the City.

G. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

H. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

I. INDEMNIFICATION

CLIENT and CONSULTANT agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence

J. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.
2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.
3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.
5. This Agreement shall be governed by all applicable laws.
6. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

K. DISPUTES

In the event the CLIENT and CONSULTANT are unable to reach agreement under the terms of this contract, disputes shall be resolved using alternative dispute resolution (ADR).

L. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

M. AUTHORIZATION

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This _____ day of _____, 2023

CLIENT
City of Mounds View

Name

Title

CONSULTANT
HKGi

Name:

Title

Attachment A – Work Program

Task 1 –Property Evaluation

- a) Hold a virtual project kick-off meeting with City staff.
- b) Review background documents (e.g., market study and comprehensive plan) and evaluate site conditions and neighborhood context.
- c) Document existing conditions (GIS base maps), and policy and regulatory tools for the site. This includes interviews with Ramsey County staff and other governmental agencies.
- d) Interview key property owners to introduce the project and process, and listen to their development goals for the site.
- e) Draft a vision statement and/or goals for the site.

Task 2 – Community Engagement (Phase I)

- f) Collect precedent redevelopment examples in Mounds View and nearby communities for the City, property owners, and interested community members to explore for ideas. Examples will explore design themes (e.g., sustainability and resiliency) to align with Ramsey County's Critical Corridor grant goals.
- g) Create a project website using Social Pinpoint or Online Story Maps. The website will be used to post study information and interactive tools for community members to share ideas for the site, in addition to design themes for Mounds View Boulevard. A website link will be provided to City staff to post on the City's webpage and to be used to promote the project through social media posts and newsletters.
- h) Prepare for and attend a workshop with City staff and key property owner(s) to discuss goals, land use types, and design concepts/themes for the site.

Task 3: Establish a Framework

- i) Develop site diagrams conveying issues and opportunities.
- j) Determine the study area's development capacity and constraints based on preferred land use types and findings from the workshop identified under Task 2. This analysis will include up to three (3) planning-level design concepts for the site.
- k) Facilitate a joint workshop with the City Council and Planning Commission to explore redevelopment goals, land use types, and design themes for the site. The design concept(s) and precedent examples will be used to help facilitate this discussion.
- l) Prepare a set of redevelopment goals and design themes for the site (e.g., viewsheds, building massing, building height, parking, open space, connectivity, and character).

Task 4 – Community Engagement (Phase II) & Adoption

- m) Develop a visual document that describes redevelopment goals including preferred land use types and patterns, and design themes for the site. The overall intent of this product is to communicate the City's preferred direction for redevelopment proposals, but provide flexibility to allow for developers' insights and creativity in designing plans and solutions.
- n) Collect community input on the final set of design themes and recommendations by preparing for and attending an open house. Draft materials will also be available for review on the project website. The City will be responsible for notifying the public about the event.
- o) Facilitate a second joint workshop with City Council and Planning Commission to reach a general consensus on the preferred land use types and design themes for the site.

- p) Refine based on the second joint workshop
- q) Prepare the redevelopment guide d for review and adoption by the City Council. HKGi will prepare materials for City staff to use to facilitate the adoption process.



Creating Places that Enrich People's

Exhibit B

HKGi 2023 HOURLY RATES

Principal.....	\$200-290/hr
Associate.....	\$150-200/hr
Senior Professional	\$110–160/hr
Professional II.....	\$90-135/hr
Professional I.....	\$50–90/hr
Technical	\$50-90/hr
Litigation Services	\$250-350/hr
Testimony.....	\$275-375/hr

Incidental Expenses:

Mileage.....	current federal rate/mile
Photocopying BW	5¢/page
Photocopying Color	25¢/page
Outside Printing	Actual Cost
Large Format Scanning	Actual Cost
Lodging and meals.....	Actual Cost



August 1, 2023

Jon Sevald
Community Development Director
City of Mounds View
2401 Mounds View Boulevard
Mounds View 1 MN 1 55112

Subject: An Agreement between the City of Mounds View and HKGi for planning and design services pertaining to Mounds View Boulevard.

Dear CLIENT;

This letter outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between the City of Mounds View hereinafter referred to as the CLIENT, and HKGi, hereinafter referred to as the CONSULTANT for the Mounds View Boulevard Design Themes, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A Work Program.

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.
2. Services or Deliverables not specifically identified in Paragraph A above.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on the CONSULTANT'S current hourly rate schedule (see Attachment B) not-to-exceed \$21,900 inclusive of expenses as noted in Paragraph A.

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.
3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.
4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.
2. Arrangements and notification for public meetings and stakeholder meetings.
3. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in paragraph A.
4. Participation in team workshops as needed.
5. Presentation of draft materials to stakeholder groups as required.
6. Provide traffic and municipal engineering support to the project as needed.

E. INSURANCE

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to review CONSULTANT's insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
 - \$2,000,000 per occurrence
 - \$3,000,000 general aggregate
 - \$300,000 damage to rented premises
 - \$15,000 medical expenses
2. Umbrella Liability
 - \$1,000,000 per occurrence
 - \$1,000,000 general aggregate
 - \$10,000 self-insured retention

3. Worker's Compensation and Employer's Liability

- a. Worker's Compensation per Minnesota Statutes
- b. Employer's Liability
 - \$500,000 per accident;
 - \$500,000 per employee;
 - \$500,000 per disease policy limit.

4. Professional Liability Insurance

\$2,000,000 per claim
\$4,000,000 annual aggregate

F. COMPLETION SCHEDULE

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed within six (6) months of the date that the CLIENT issues a notice to proceed. The notice to proceed shall come from an authorized representative of the City.

G. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

H. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

I. INDEMNIFICATION

CLIENT and CONSULTANT agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence

J. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.
2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.
3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.
5. This Agreement shall be governed by all applicable laws.
6. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

K. DISPUTES

In the event the CLIENT and CONSULTANT are unable to reach agreement under the terms of this contract, disputes shall be resolved using alternative dispute resolution (ADR).

L. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

M. AUTHORIZATION

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This _____ day of _____, 2023

CLIENT
City of Mounds View

Name

Title

CONSULTANT
HKGi

Name:

Title

Attachment A – Work Program

The work program includes tasks to update the 1998 Design Study for Mounds View Boulevard (Highway 10). The study will include a new or updated vision for the corridor, design themes, and cost estimates for projects. HKGi will provide the following scope of services related to this update:

- a) Hold up to three (3) virtual meetings with City Staff to discuss what has been accomplished along the corridor, confirm study goals, identify new projects and priorities, and review draft materials.
- b) Prepare for and attend one (1) work session with City Council and/or Planning Commission.
- c) Prepare for and attend one (1) community event.
- d) Prepare for and attend two (2) stakeholder meetings.
- e) Review and update the study's project list and associated cost estimates.
- f) Identify low-cost projects or alternative design solutions that help implement the corridor's vision.
- g) Identify a phased approach for project implementation. Projects will be organized by priority and into three-time horizons (e.g., short-, mid, and long-term).
- h) Align proposed projects with innovative funding sources and grant funding opportunities.
- i) Present draft recommendations to City Council.
- j) Package study updates into a new PDF document.



Creating Places that Enrich People's

Exhibit B

HKGi 2023 HOURLY RATES

Principal.....	\$200-290/hr
Associate.....	\$150-200/hr
Senior Professional	\$110–160/hr
Professional II.....	\$90-135/hr
Professional I.....	\$50–90/hr
Technical	\$50-90/hr
Litigation Services	\$250-350/hr
Testimony.....	\$275-375/hr

Incidental Expenses:

Mileage.....	current federal rate/mile
Photocopying BW	5¢/page
Photocopying Color	25¢/page
Outside Printing	Actual Cost
Large Format Scanning	Actual Cost
Lodging and meals.....	Actual Cost



Item No: 5.E.
Meeting Date: August 14, 2023
Type of Business: Consent Agenda
Administrator review: _____

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Rayla Sue Ewald, Human Resource Director
Item Title/Subject: Resolution 9788, Authorizing Separation Compensation for Community Development Director Jon Sevald

Background

Community Development Director Jon Sevald submitted his resignation notice effective August 18, 2023 to pursue another opportunity. Community Development Director Sevald has been employed by the City since February 2, 2016. Attached is Resolution 9788, authorizing separation compensation to Community Development Director Sevald in accordance with the City's Personnel Manual.

Discussion

According to Section 2.11 Retirement Health Savings Plan (RHSP) of the Personnel Manual, employees who complete two (2) or more years of service and leave the City in good standing shall contribute their eligible sick leave hours, converted at the rate of 50%, to their RHSP. Exempt employees who have two (2) or more years of service and leave City employment in good standing shall contribute 100% of accrued vacation compensation to the RHSP. Community Development Director Sevald has current leave balances of: 248.86 hours vacation and 624.70 hours sick time (50% - 312.35 hours).

The following represents separation compensation eligible to Community Development Director Sevald:

	Hours	Hourly rate	Payout
Vacation Hours	248.86	\$58.25	\$14,496.10 Into RHSP
50% Sick Leave	312.35	\$58.25	\$18,194.39 Into RHSP
Estimated Total Separation Compensation:			\$32,690.49

Strategic Plan Strategy/Goal:

Create a culture where employees desire to work.

Financial Impact:

None, this is a budgeted item.

Recommendation

Staff recommends approval of Resolution 9788, Authorizing Separation Compensation for Community Development Director Jon Sevald.

Respectfully submitted,

Rayla Sue Ewald
Human Resource Director

Attachment(s):
Resolution 9788

**RESOLUTION NO. 9788
CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**AUTHORIZING SEPARATION COMPENSATION FOR
COMMUNITY DEVELOPMENT DIRECTOR JON SEVALD**

WHEREAS, Community Development Director Jon Sevald submitted his resignation to pursue other job opportunities, with a last employment date of August 18, 2023; and

WHEREAS, in accordance with Section 2.11 Retirement Health Savings Plan (RHSP) of the City of Mounds View Personnel Manual, exempt employees who have two (2) or more years of service and leave City employment in good standing shall contribute 100% of accrued vacation compensation to the RHSP; and

WHEREAS, in accordance with the City of Mounds View Personnel Manual, employees who have completed two (2) or more years of service and leave the City in good standing shall contribute their eligible sick leave hours, converted at the rate of 50%, to their RHSP; and

WHEREAS, Community Development Director Jon Sevald has a current leave balance of 248.86 hours vacation and 624.70 hours sick time (50% - 312.35 hours); and

WHEREAS, the rate of pay for Community Development Director Jon Sevald upon resignation was \$58.25 per hour.

NOW, THEREFORE, BE IT RESOLVED that the Mounds View City Council approves separation compensation to Community Development Director Jon Sevald consistent with Section 2.11 of the City of Mounds View Personnel Manual as follows:

	Hours	Hourly rate	Payout
Vacation Hours	248.86	\$58.25	\$14,496.10 Into RHSP
50% Sick Leave	312.35	\$58.25	\$18,194.39 Into RHSP
Estimated Total Separation Compensation:			\$32,690.49

Adopted this 14th day of August, 2023.

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator

(seal)



Item No: 05.F.
Meeting Date: August 14, 2023
Type of Business: Council Business
Administrator Review: _____

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Mark Beer, Finance Director
Item Title/Subject: Resolution 9795, Authorizing the Purchase of Utility
Billing Interface Software and Services from Tyler
Technologies

Background:

The City uses financial software from Tyler Technologies for utility billing. The City Council has authorized purchase and installation of new water meters.

Discussion:

To facilitate conversion from our current Neptune readers to the Mueller readers it is necessary to purchase software and services from Tyler Technologies. Tyler Technologies will provide an interface between Mueller AMI software (reading) and our utility billing software. They will also provide sync files that will upload newly installed meter information to the utility billing software. The software and services will have an initial cost of \$21,190 with annual maintenance of \$3,000 with a 5% inflator.

Strategic Plan Strategy/Goal: Financial Stability by improving efficiency and reducing the need to hire additional staff.

Financial Impact: \$21,190 one-time cost included in the Water Fund as part of the water meter project. Annual support costs are \$3,000 with a 5% inflator to be spread to the Water and Sanitary Sewer funds.

Recommendation:

Staff recommends that City Council consider authorizing staff to purchase the Utility Billing interface software from Tyler Technologies.

Respectfully Submitted,

Mark Beer

Mark Beer, Finance Director

RESOLUTION NO. 9795

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**Authorizing the Purchase of Utility Billing Interface Software and Services from
Tyler Technologies**

WHEREAS, the City Council has authorized replacing residential and commercial meters that in most cases are over 25 years old; and

WHEREAS, to facilitate the conversion from the older meters and readers to the Mueller meters it is necessary to purchase interface software and services; and

WHEREAS, the cost is part of the meter replacement project to be financed by the Water Fund; and

WHEREAS, Tyler Technologies software and services has an initial one-time cost of \$21,190 budgeted in the Water Fund; and

WHEREAS, annual support will begin at \$3,000 with a 5% inflator for future years consistent with other modules to be paid by the Water Fund and the Sanitary Sewer Fund.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View does hereby authorize staff to purchase Tyler Technologies interface software and services for a price not to exceed \$21,190 and authorizes the annual support.

Adopted this 14th day of August, 2023

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator

(SEAL)



Item No: CC
Meeting Date: August 14, 2023
Type of Business: Consent
Administrator Review: _____

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Don Peterson, Director of Public Works/Parks and Recreation
Item Title/Subject: Resolution 9800, Resolution Approving Settlement Agreement
And General Release with AE2s LLC

Background/Discussion:

Attached is the settlement agreement and resolution approving the agreement with AE2S as discussed with the City Council during the closed Council Session in July 24, 2023.

Strategic Plan Strategy/Goal: Maintain and Plan for Infrastructure Improvements.

Financial Impact: No Financial Impact the 2023 Budget.

Recommendation:

Staff recommends the City Council reviews the Settlement agreement and Approve Resolution 9800 approving the Settlement Agreement with AE2S.

Respectfully submitted,

Don Peterson, Director of Public Works / Parks and Recreation

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (the “Agreement”) is made by and between the City of Mounds View, Minnesota (“Mounds View”) and Advanced Engineering and Environmental Services, LLC (“AE2S LLC”) f/k/a Advanced Engineering and Environmental Services, Inc. (“AE2S INC.”)¹. AE2S INC., AE2S LLC, and Mounds View are each individually a “Party” and collectively the “Parties”.

I. RECITALS

WHEREAS, effective March 26, 2019, Mounds View and AE2S INC. entered into an Agreement Between Owner and Engineering for Professional Services (the “Engineer Contract”) for AE2S to provide engineering and related services for the 2019 Water Treatment Plant (“WTP”) Rehabilitation Project, which included WTP Facilities Nos.: 1, 2, and 3 and the water pressure Booster Station Facility located in the City of Mounds View, Minnesota (collectively, the “Property”);

WHEREAS, the 2019 Water Treatment Plant Rehabilitation Project was divided into two phases to be separately put out for bid, with the first phase comprising, among other things, the rehabilitation and construction of WTP Facilities 2 and 3 (“Project”);

WHEREAS, on or about December 31, 2019, following a Public Bid, Mounds View awarded the Project’s contract for construction to Shank Constructors, Inc. (“Shank”) pursuant to which Shank would serve as the Project’s General Contractor (the “Construction Contract”);

WHEREAS, effective January 31, 2020, Mounds View and AE2S INC. entered into an Amendment to Owner-Engineer Agreement for additional services to be performed by AE2S INC. regarding the Project’s Construction Phase, Post-Construction Phase, and Construction Phase Instrumentation and Control Services (the “Amendment”);

WHEREAS, by letter dated November 25, 2020, from Mounds View to Shank, Mounds View sought a recovery schedule for the ongoing delay of completion of the Project;

WHEREAS, by letter dated December 18, 2020, to AE2S INC., Shank requested an equitable adjustment in the Contract Time and reserved its right to seek one in the Contract Price. Shank contended that the Project was delayed, in part, due to numerous design changes and their impact on the sequencing of Shank’s work;

WHEREAS, effective January 22, 2021, Mounds View and Shank entered into a Tolling Agreement regarding the Project;

WHEREAS, following start-up of the Project, Mounds View experienced issues with media loss in WTP Nos.: 2 and 3; and, in or about August 2021, Mounds View found media in the distribution system and in the backwash collection tank (collectively, the “Media Issue”);

¹ Effective January 1, 2021, Advanced Engineering and Environmental Services, Inc. converted from a Corporation to a Limited Liability Company; and, henceforth was known as Advanced Engineering and Environmental Services, LLC.

WHEREAS, in or about October 2021, Frontier Precision performed a floor inspection survey in the WTP No. 2 filter cells, which showed that the underdrain nozzles installed at varying elevation in cells 1 and 3 (the “Underdrain Issue”);

WHEREAS, in or about 2022, Mounds View retained Barr Engineering Co. (“Barr”) to conduct testing on the WTP filters to measure media loss in same;

WHEREAS, on May 19, 2022, Shank served Mounds View with a Summons and Complaint (the “Action”), which asserted Causes of Action against Mounds View for Breach of Contract, Breach of Implied Warranties, and Unjust Enrichment regarding the Project. In the Action, Shank alleged that AE2S Inc.’s Specifications were deficient, which purportedly caused damage to the WTP that Shank was required to repair. Shank contended that it was owed a sum from the Construction Contract and additional Work performed due to AE2S INC’S alleged errors and/or omissions;

WHEREAS, effective June 27, 2022, AE2S LLC and Mounds View signed a Tolling and Mutual Cooperation Agreement to pause the running of the applicable Statute of Limitations with respect to Mounds View’s potential claims against AE2S INC. and/or AE2S LLC (the “AE2S Tolling Agreement”);

WHEREAS, Barr performed testing in 2022 and 2023; and, on April 14, 2023, Barr issued a Water Treatment Plans 2 and 3 Filter Evaluation to Mounds View in which Barr opined: (1) on the root cause of the Media Issue, (2) that air was entering the underdrain during backwash, which was disrupting the gravel, (3) on the insufficient drain down of cells prior to the air and water backwash, and (4) the improper installation of the underdrain laterals, which were canted to one side (the “Barr Report”);

WHEREAS, on April 14, 2023, Shank filed the Action with the District Court, Second Judicial District, Ramsey County, Minnesota. Neither Shank nor Mounds View named AE2S INC. and/or AE2S LLC as a party to the Action;

WHEREAS, the Parties have engaged in settlement negotiations in an attempt to resolve their respective claims against each other without the need for further legal action and expense; and

WHEREAS, the Parties have determined that it is in their best interest to avoid further costs and delays in resolving the claims, disputes, causes of action, and potential causes of action between them involving the Media Issues, Underdrain Issues and the Action and in the AE2S Tolling Agreement (collectively, the “Released Claims,” as defined below). As such, AE2S LLC and Mounds View now desire to, and have agreed to, compromise and fully and completely settle and resolve any and all of the claims, disputes, causes of action, and potential causes of action by, between and/or among them including, but not limited to, any and all claims that either Party asserted, could have asserted, or should have asserted against the other Party relating to, regarding and/or arising out of the Released Claims; and, wish to memorialize the terms and conditions in this Agreement.

NOW, THEREFORE, in exchange for the mutual agreements, covenants, promises, conditions, representations, and warranties contained herein, and in consideration for the execution of this

Agreement and payment in the amount set forth herein, as well as for good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the Parties do each hereby stipulate and freely and voluntarily agree by and between themselves as follows:

II. SETTLEMENT AGREEMENT

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are made a part of this Agreement. The undersigned Parties acknowledge that all facts set forth above in the Recitals are true and correct to the best of the Parties' knowledge; they shall be binding in any future proceeding(s); and, they are incorporated herein as if set forth herein in their entirety.

2. **EFFECTIVE DATE OF THIS AGREEMENT.** The effective date of this Agreement is the date last executed by a Party (the "Effective Date").

3. **CONSIDERATION.** Without making any admission of liability, and in consideration of the Parties' resolution of the Released Claims, AE2S shall cause to be delivered to Mounds View's Counsel, Kennedy & Graven, Chartered ("K&G"), the total sum of Fifty-Nine Thousand Eight Hundred Thirty and 00XX Dollars (\$59,830.00) (the "Settlement Payment"), for the benefit of Mounds View. Within 30 days of the Effective Date of this Agreement, AE2S shall tender the Settlement Payment to K&G in a single installment, unless and until the Parties agree to an alternative payment method and structure that satisfies the terms of this Agreement and without further alteration of any material terms set forth herein.

4. RELEASE OF CLAIMS.

A. **MUTUAL GENERAL RELEASE** In consideration for the terms of this Agreement, Mounds View (for itself and its predecessors, successors, assigns, parents, subsidiaries, affiliates, insurers, officers, directors, shareholders, employees, consultants, agents, representatives, heirs, executors and administrators) releases and discharges AE2S LLC (and all of their successors, assigns, subsidiaries, affiliates, insurers, reinsurers, officers, directors, shareholders, employees, consultants, heirs, executors and administrators) from any and all claims, demands, obligations, actions, causes of action, liability, costs, expenses and remedies accrued based on any acts or omissions, , foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, direct or indirect, fixed or contingent disclosed or undisclosed, claimed or concealed, latent or patent, whether asserted or unasserted, arising out of or in any way related to the, the Media Issue, the Underdrain Issue, or the Action. ("Mounds View Released Claims") Likewise, AE2S LLC (and all of their predecessors, successors, assigns, parents, subsidiaries, affiliates, insurers, officers, directors, shareholders, employees, consultants, agents, representatives, heirs, executors and administrators) releases and discharges Mounds View (and all of its successors, assigns, agents, subsidiaries, affiliates, insurers, officers, directors, shareholders, employees, consultants, heirs, executors and administrators) from any and all claims, demands, obligations, actions, causes of action, liability, costs, expenses and remedies accrued based on any acts or omissions, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, direct or indirect, fixed or contingent disclosed or undisclosed, claimed or concealed, latent or patent, whether asserted or unasserted, arising out of or in any way related to the , the Media Issue, the Underdrain

Issue, or the Action. (“AE2S Released Claims”) (The Mounds View Released Claims and the AE2S Released Claims are collectively the “Released Claims”.) This Agreement shall not operate as a waiver or release of any rights or claims that may arise after the date of this Agreement unrelated to the Released Claims, or that are based on breaches of this Agreement.

B. CARVE-OUT. Notwithstanding the foregoing, the Released Claims do not include future Services rendered by AE2S LLC for Mounds View regarding the Property.

C. INDEMNIFICATION AND HOLD HARMLESS. Further, in exchange for and as part of the consideration provided herein, and to the fullest extent permitted by law, Mounds View agrees to indemnify, and hold harmless AE2S LLC and its respective past, present, and future employees, officers, directors, agents, attorneys, predecessors-in-interest, successors-in-interest, parents, affiliates, related entities, insurers, and reinsurers from any against all losses, costs, fees (including attorney fees), expenses, claims, actions damages, or other liabilities, known or unknown, liquidated or unliquidated, now or in the future, by any person or entity that is not a party to this Agreement including, but not limited to, Shank, arising out of or related to the Mounds View Released Claims.

D. FULL AND FINAL SATISFACTION. It is the intention of the Parties in executing this Agreement that this instrument shall be deemed effective as a full and final accord and satisfaction and release in regards to the Released Claims.

The Parties acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Agreement; but, that it is their intention hereby to fully, finally, and forever settle and release any and all actions, claims, proceedings, matters, disputes and differences, known or unknown, arising from the Project.

5. NO ADMISSION OF LIABILITY. The Parties recognize and agree that this Settlement is the compromise of disputed claims and that the r the Settlement Payment, the compromise of claims hereunder, and this Agreement and the performances hereunder, are not intended nor shall they be construed or considered by anyone to be: (A.) an admission of liability by or on behalf of either Party, by whom all such liability is expressly denied, or (B.) a declaration against interest on the part of either Party; said Parties intending by this Settlement merely to avoid expensive, time-consuming, and uncertain Litigation.

6. STATUTES OF LIMITATION AND REPOSE. With respect to the Project and the Property, nothing in this Agreement is intended to, nor shall it: (A.) revive any Statutes of Limitation or Repose that have expired, or (B.) extend any Statutes of Limitation or Repose that may not have expired.

7. **NON-ASSIGNMENT OF CLAIMS.** The Parties warrant and represent to each other that there has been no assignment of all or part of any interest in any claim, right, or cause of action that is being resolved and released herein or is in any way related to, the Released Claims.

8. **ENTIRE AGREEMENT.** The Parties understand and agree that this Agreement contains the entire understanding of the Parties. This Agreement supersedes, merges, and replaces all written and oral agreements, express or implied, previously made or contemporaneously existing between the Parties, with respect to the subject matters addressed in the Agreement. Additionally, this Agreement is offered and accepted as final, mutual, and binding upon the Parties, regardless of whether a Party later contends that either too much or too little money and/or consideration was paid or received.

Each Party agrees that it has not relied upon any statement, representation, promise, guarantee, or warrantee whatsoever, express or implied, of any other Party (or any officer, agent, partner, employee, representative, or attorney for any other Party) not contained in this Agreement in deciding to and inducing them to execute this Agreement and be bound its terms and conditions.

9. **CHOICE OF LAW AND FORUM.** This Agreement shall constitute a contract made under the laws of the State of Minnesota, and in all respects is governed by the laws of the State of Minnesota. The language of this Agreement shall be construed as a whole according to its fair meaning.

Venue and jurisdiction with respect to any dispute arising out of this Agreement shall be exclusively within the courts of the State of Minnesota. If a dispute arises between the Parties related to this Agreement, the Parties agree to use the following procedures to resolve the dispute:

- A. **Negotiation.** A meeting shall be held between representatives of the Parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of any dispute involving the enforcement or interpretation of this Agreement. Such meeting shall be held within fourteen (14) calendar days of a Party's written request for such a meeting;
- B. **Mediation.** If the Parties fail to negotiate a resolution of the dispute, they shall submit the dispute to non-binding Mediation as a condition precedent to Litigation and shall bear equally the costs of the Mediation, which Mediation is to be convened within sixty (60) days of the meeting just noted in (A) above; and
- C. **Litigation.** If the Parties fail to resolve the dispute through Mediation, then a Party may elect to file Litigation.

10. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit of the Parties to this Agreement. Thus, except for the Parties, no other person or entity shall have any rights, remedies, or privileges whatsoever under or by reason of this Agreement, either as a third-party beneficiary or otherwise.

11. **WAIVER**. No waiver of any of the terms and provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other term or provision, , nor shall any waiver constitute a continuing waiver. No waiver of any breach or default hereunder shall be considered valid and binding unless in writing and signed by an authorized representative of the Party consenting to and giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. Further, any failure to enforce any terms or conditions of this Agreement by either of the Parties shall not constitute a waiver of any right to assert any of the terms and conditions of this Agreement.

12. **MODIFICATION**. This Agreement or any provision thereof may only be modified or amended by an agreement in writing and signed by an authorized representative of both Parties hereto.

The Parties will execute all further and additional documents as shall be reasonable and necessary to carry out the provisions and terms of this Agreement.

13. **DRAFTING**. Each Party has participated, cooperated, or contributed to the drafting and preparation of this Agreement. The Parties agree that this Agreement was negotiated and drafted jointly by the Parties and that no inferences or presumptions regarding the interpretation of this Agreement shall be drawn or made by or against a Party as the author of this Agreement. This Agreement shall not be construed for or against any Party but shall be construed fairly, according to its plain meaning.

14. **SEVERABILITY**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. The Parties agree that if any of the provisions or terms of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be declared or held to be invalid or unenforceable such determination shall not affect any of the other provisions or terms hereof, and such remaining provisions and terms shall remain in full force and effect, and only that provision, term or portion thereof shall be deemed omitted or severed from this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision or term had never been contained herein; provided, however, that it shall be construed in such a matter so as to enable the Parties to obtain a practical realization of all benefits contemplated to be acquired by them hereunder.

15. **EXECUTION IN COUNTERPARTS**. This Agreement may be executed simultaneously or in counterparts and when each Party has signed and delivered at least one counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same agreement, which shall be binding and effective as to all Parties thereto. The Parties hereto agree that they may use an electronic record to make and keep this Agreement An Agreement containing the signature of a Party is binding on that Party once said Party sends same to the other Party. However, this Agreement will become effective only upon the execution of the Agreement by both Parties.

16. ATTORNEYS' FEES. The Parties shall bear their own costs of suit, consultant fees, engineering fees, expert fees, attorneys' fees, and other costs and expenses, of every kind or character, arising out of or relating in any way to this Agreement and the Released Claims.

17. NOTICES. All Notices permitted or required to be given under this Agreement shall be in writing and will be deemed sufficient if and when: (A.) hand delivered; (B.) sent via nationally-recognized express / overnight carrier; (C.) placed in the USPS Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid; (D.) sent via facsimile if sent during regular business hours between 9:00 A.M. and 5:00 P.M. Central Standard Time ("CST") / Central Daylight Time ("CDT") with proof of delivery and transmission; or (E.) sent via e-mail if sent during regular business hours between 9:00 A.M. and 5:00 P.M. CST / CDT with proof of delivery and transmission, addressed as follows to the following persons / entities:

If to Mounds View:

City of Mounds View
City Hall
2401 County Road 10
Mounds View, Minnesota 55112
ATTN: Nyle Zikmund, City Administrator

With a copy to:

Michelle Ellen Weinberg, Esquire
Kennedy & Graven, Chartered
150 South 5th Street, Suite #700
Minneapolis, Minnesota 55402

If to AE2S INC. and/or AE2S LLC:

Advanced Engineering and Environmental Services, LLC
4050 Garden View Drive, Suite #200
Grand Forks, North Dakota 58201
ATTN: Jonathan L. Sickler, Chief Legal Officer

Steven J. Sheridan, Esquire
Fisher, Bren & Sheridan, LLP
920 2nd Avenue S., Suite #975
Minneapolis, Minnesota 55402

18. DEFINITIONS AND HEADINGS. All capitalized terms shall have the definitions set forth in this Agreement.

The Section Headings as used herein are inserted as a matter of convenience and reference only. The Headings of the various Sections of this Agreement have been included only in order to make it easier to locate the subject matter covered by each provision. The Headings shall not be deemed to: (A.) vary the content of this Agreement or the covenants, agreements and/or representations set forth herein; (B.) in any way affect the terms and provisions hereof; and (C.) define, limit and/or describe the provisions, scope and/or intent of any Section herein. Further, they are not to be used in construing this Agreement and/or in ascertaining its meaning.

19. GENERAL INTERPRETATION. Where the context of this Agreement requires, the use herein of the singular number shall be deemed to mean the plural, and the plural number shall be deemed to mean the singular. Any references to gender, shall be deemed to mean whichever is appropriate under the circumstances of the usage.

This Agreement shall at all times be interpreted in accordance with its fair meaning.

20. AUTHORITY TO EXECUTE. The Parties hereby declare and represent that in effectuating this Settlement and executing this Agreement, each Party and/or its responsible officer has: (A.) has had the opportunity to consult with legal counsel of its choice, and has in fact received independent legal advice from its attorneys with respect to its rights and liabilities, all matters settled and resolved herein, and the advisability of executing this Agreement and being bound by its terms and conditions; (B.) made such investigation of the facts pertaining to this Agreement and of all matters pertaining thereto as it has independently deemed necessary; and has carefully read this Agreement and understands the contents hereof. Each signatory to this Agreement represents and warrants that they are: (A.) of legal age, (B.) legally competent to execute and deliver this Agreement, (C.) duly empowered with the authority to execute and deliver this Agreement on behalf of their respective Party, thereby legally binding that Party on whose behalf they are signing; and (D.) has obtained any consent or authorization required to bind their Party to this Agreement. The Parties further warrant and represent to each other that they are legally authorized and entitled to settle and release every claim, right, or cause of action herein referred to and released and to give a valid, full and final acquittance therefore.

The Parties acknowledge and agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable.

21. LIMITATIONS ON DISCLOSURE. The Parties agree that, except as required by law (including, without limitation, Minnesota's Data Practices Act and Open Records Law (Minn. Statutes 13.01 et seq.)) or otherwise specifically permitted under this Agreement, they shall not discuss or otherwise disclose to any third party, the terms and conditions of this Agreement, the amount of the Settlement (including any reference to the range of settlement, demands, offers and/or counteroffers and all other aspects of negotiations between the Parties), and all non-publicly disclosed information, documents, and details about the Released Claims.

The Parties further agree that, except as required by law (including without limitation, Minnesota's Data Practices Act and Open Records Law (Minn. Statutes 13.01 et seq.)) or otherwise specifically permitted under this Agreement, they and their Attorney(s) will not, directly or indirectly, discuss or otherwise disclose any of the non-publicly disclosed facts underlying this matter or the terms of the Settlement to any wire-service, newspaper, radio or television reporter, any other media representative, any legal periodical, journal, or case / settlement gathering source; and, nor will the Parties transmit any press release or other information to the media about the Agreement or its terms, and will not otherwise publish any information about the Agreement or its terms. The Parties hereto agree that they shall respond to any inquiry regarding the resolution of the matter by saying "[t]he matter was resolved to the mutual satisfaction of the parties."

The Parties expressly agree that the financial terms and conditions of this Agreement may only be disclosed, on or after the Effective Date, under the following limited situations:

- A. by any Party if mandated by a: (i.) Court Order issued by a Court of competent jurisdiction, or (ii.) tribunal, governmental or administrative agency, and the like, or as otherwise required by law including pursuant to a Public Records Request under Minnesota's Data Practices Act and Open Records Law (Minn. Statutes 13.01 et seq.), provided that the Party required to disclose or produce this Agreement or any part thereof gives the other Party and/or its Attorney(s) immediate written notice thereof in order to afford such other Party a reasonable opportunity to oppose a motion or request and/or enable it to seek a protective order;
- B. as may be necessary in the normal course of a Party's business operations and/or to accomplish necessary accounting and/or financial requirements including, but not limited to, to its attorneys, tax attorneys, accountants, auditors, business advisors, financial advisers, financial planners, insurers, and potential investors under the terms of this Agreement; and
- C. by the Parties if necessary to enforce any of the Agreement's terms or to litigate over any provision of this Agreement. In that event, a Party may offer the Agreement as evidence in any judicial or other proceeding to enforce said terms and/or provisions against another Party.

22. NON-DISPARAGEMENT. Subject to applicable law, both of the Parties covenant and agree that neither it nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, and key employees or directors, shall in any way disparage, call into disrepute, criticize, or otherwise defame or slander the other Party or such other Party's subsidiaries, affiliates, successors, assigns, officers, directors (, employees, stockholders, agents, attorneys or representatives, or any of its products or services, in any manner that would damage the business or reputation of such other Party, its products or services, or its subsidiaries, affiliates, successors, assigns, officers or former officers, directors or former directors, employees, stockholders, agents, attorneys or representatives. This Section shall not be construed to prohibit any person from responding publicly to incorrect statements or from making truthful statements when required by law, subpoena, court order, or the like.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, _____, Individually and on behalf of Mounds View, intending to be legally bound, have hereunto set his / her hand and seal on this _____ day of _____, 2023.

CAUTION: READ BEFORE SIGNING

CITY OF MOUNDS VIEW, MINNESOTA

BY: _____

PRINT: Gary Meelhause

TITLE: Acting Mayor

STATE OF MINNESOTA

COUNTY OF _____

The FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____ 2023, by _____, who is personally known to me or had produced as identification and who did take an oath, acknowledging that the above and foregoing is true and correct and that he / she executed it freely and voluntarily on his / her own behalf and on behalf of Mounds View.

(Seal)

Notary Public: _____

Print / Type / Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

CITY OF MOUNDS VIEW, MINNESOTA

BY: _____

PRINT: Nyle Zikmund

TITLE: City Administrator

STATE OF MINNESOTA

COUNTY OF _____

The FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____ 2023, by _____, who is personally known to me or had produced as identification and who did take an oath, acknowledging that the above and foregoing is true and correct and that he / she executed it freely and voluntarily on his / her own behalf and on behalf of Mounds View.

(Seal)

Notary Public: _____

Print / Type / Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

IN WITNESS WHEREOF, _____, Individually and on behalf of AE2S INC. and AE2S
LLB, intending to be legally bound, have hereunto set his / her hand and seal on this _____ day of
_____, 2023.

CAUTION: READ BEFORE SIGNING

**ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC f/k/a
ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC.**

BY: _____

PRINT: _____

TITLE: _____

STATE OF NORTH DAKOTA

COUNTY OF _____

The FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____
2023, by _____, who is personally known to me or had produced
as identification and who did take an oath, acknowledging that the above and foregoing is true and
correct and that he / she executed it freely and voluntarily on his / her own behalf and on behalf of
AE2S INC. and AE2S LLC.

(Seal)

Notary Public: _____

Print / Type / Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

RESOLUTION NO. 9800

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION APPROVING SETTLEMENT AGREEMENT
AND GENERAL RELEASE WITH AE2S LLC**

WHEREAS, effective March 26, 2019, Mounds View and AE2S INC. entered into an Agreement Between Owner and Engineering for Professional Services (the “Engineer Contract”) for AE2S to provide engineering and related services for the 2019 Water Treatment Plant (“WTP”) Rehabilitation Project, which included WTP Facilities Nos.: 1, 2, and 3 and the water pressure Booster Station Facility located in the City of Mounds View, Minnesota (collectively, the “Property”);

WHEREAS, the 2019 Water Treatment Plant Rehabilitation Project was divided into two phases to be separately put out for bid, with the first phase comprising, among other things, the rehabilitation and construction of WTP Facilities 2 and 3 (“Project”);

WHEREAS, on or about December 31, 2019, following a Public Bid, Mounds View awarded the Project’s contract for construction to Shank Constructors, Inc. (“Shank”) pursuant to which Shank would serve as the Project’s General Contractor (the “Construction Contract”);

WHEREAS, effective January 31, 2020, Mounds View and AE2S INC. entered into an Amendment to Owner-Engineer Agreement for additional services to be performed by AE2S INC. regarding the Project’s Construction Phase, Post-Construction Phase, and Construction Phase Instrumentation and Control Services (the “Amendment”);

WHEREAS, by letter dated November 25, 2020, from Mounds View to Shank, Mounds View sought a recovery schedule for the ongoing delay of completion of the Project;

WHEREAS, by letter dated December 18, 2020, to AE2S INC., Shank requested an equitable adjustment in the Contract Time and reserved its right to seek one in the Contract Price. Shank contended that the Project was delayed, in part, due to numerous design changes and their impact on the sequencing of Shank’s work;

WHEREAS, effective January 22, 2021, Mounds View and Shank entered into a Tolling Agreement regarding the Project;

WHEREAS, following start-up of the Project, Mounds View experienced issues with media loss in WTP Nos.: 2 and 3; and, in or about August 2021, Mounds View found media in the distribution system and in the backwash collection tank (collectively, the “Media Issue”);

WHEREAS, in or about October 2021, Frontier Precision performed a floor inspection survey in the WTP No. 2 filter cells, which showed that the underdrain nozzles installed at varying elevation in cells 1 and 3 (the “Underdrain Issue”);

WHEREAS, in or about 2022, Mounds View retained Barr Engineering Co. (“Barr”) to conduct testing on the WTP filters to measure media loss in same;

WHEREAS, on May 19, 2022, Shank served Mounds View with a Summons and Complaint (the “Action”), which asserted Causes of Action against Mounds View for Breach of Contract, Breach of Implied Warranties, and Unjust Enrichment regarding the Project. In the Action, Shank alleged that AE2S Inc.’s Specifications were deficient, which purportedly caused damage to the WTP that Shank was required to repair. Shank contended that it was owed a sum from the Construction Contract and additional Work performed due to AE2S INC’S alleged errors and/or omissions;

WHEREAS, effective June 27, 2022, AE2S LLC and Mounds View signed a Tolling and Mutual Cooperation Agreement to pause the running of the applicable Statute of Limitations with respect to Mounds View’s potential claims against AE2S INC. and/or AE2S LLC (the “AE2S Tolling Agreement”);

WHEREAS, Barr performed testing in 2022 and 2023; and, on April 14, 2023, Barr issued a Water Treatment Plans 2 and 3 Filter Evaluation to Mounds View in which Barr opined: (1) on the root cause of the Media Issue, (2) that air was entering the underdrain during backwash, which was disrupting the gravel, (3) on the insufficient drain down of cells prior to the air and water backwash, and (4) the improper installation of the underdrain laterals, which were canted to one side (the “Barr Report”);

WHEREAS, on April 14, 2023, Shank filed the Action with the District Court, Second Judicial District, Ramsey County, Minnesota. Neither Shank nor Mounds View named AE2S INC. and/or AE2S LLC as a party to the Action;

WHEREAS, the Parties have engaged in settlement negotiations in an attempt to resolve their respective claims against each other without the need for further legal action and expense; and

WHEREAS, the Parties have determined that it is in their best interest to avoid further costs and delays in resolving the claims, disputes, causes of action, and potential causes of action between them involving the Media Issues, Underdrain Issues and the Action and in the AE2S Tolling Agreement (collectively, the “Released Claims,” as defined in the Settlement Agreement). As such, AE2S LLC and Mounds View now desire to, and have agreed to, compromise and fully and completely settle and resolve any and all of the claims, disputes, causes of action, and potential causes of action by, between and/or among them including, but not limited to, any and all claims that either Party asserted, could have asserted, or should have asserted against the other Party relating to, regarding and/or arising out of the Released Claims; and, wish to memorialize the terms and conditions in this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mounds View, Minnesota that the Settlement Agreement and General Release is approved in substantially the form presented to the City Council on the date of this Resolution, subject only to modifications that are approved by the City Attorney and do not alter the general substance of the agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Mounds View, Minnesota that the proper City staff and officials are authorized to execute the final version of the Settlement Agreement and General Release and take all actions necessary to perform the City's obligations under the Contract as a whole, including without limitation, the execution of any documents to which the City is a party referenced in or attached to the Settlement Agreement and General Release, and any deed or other documents necessary, all as described in the Settlement Agreement and General Release.

Adopted by the City Council of the City of Mounds View this 14th day of August, 2023.

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator

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City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Ben Zender, Chief of Police
Item Title/Subject: 2023 Quarter 2 Report

Background:

As part of the City Strategic Plan process, Department Heads provide a quarterly report outlining the status of their projects and percent completed in achieving the goals and policies adopted by the City Council through the Strategic Plan.

Discussion:

At the beginning of 2023, the Mounds View Police Department is continuing to work on action steps and tasks in order to fulfill the goals and strategies to support the City Councils Vision and Mission as outlined in the 2023-2025 City Strategic Plan. The Mounds View Police Department continues to work on recruitment, retention, wellness, proactivity, and outreach.

Strategic Plan Vision/Strategy/Goal: *Vison: A progressive community that is welcoming, and a desirable destination to all ages and cultures, who seek progress through partnerships, and where residence can work, live, and play safely and show pride in the community.*

Goal A: Increased enforcement and responsiveness to drugs, traffic, code violations, and petty crimes.

1. VCET continues to make several major narcotic arrests
2. Officers have participated in several DWI and speed enforcement details through the Ramsey County Traffic Safety Initiative (RCTSI)
3. NRO and officers coordinated with the code enforcement officer to address problem addresses in the city

Goal B: Continue community outreach programs. Focus on diversity events and public relation activities.

1. Increase social media presence and activity through Twitter, Next Door, Instagram, and the Mounds View city Facebook page
2. Partnered with the Mounds View Police Foundation for the 3rd Annual Dine to Donate Event at Manitou Bar and Kitchen
3. Partnered with city and community members for Tribute Park Committee
4. DNR Hunter Safety Class was offered to area kids and the kids participated in field day
5. Several Rockwall outreach events to include Church events and school
6. Coffee with a Cop at Colonial Village Mobile Home Community
7. Collaborated with SBM Fire, MV Police Foundation, Lions Club, and various other organizations for Al Hull's Celebration of Life

Goal C: Network with other communities and organizations

1. Continued partnership with the Mounds View Police Foundation
2. Continued partnership with Ramsey County Attorney's Office with Collaborative Sexual Assault Reform and beginning cooperation for DNA evidence collection for gun cases
3. NRO continuing to work to revive the apartment coalition program along with New Brighton Public Safety
4. NRO continuing to work with Northeast Youth and Family Services to provide mental health consulting and community support services
5. 2 Officers were presented with the lifesaving award at a council meeting
6. Collaborated with several area public works, police departments, SBM Fire, and federal agencies to provide security for a Presidential Visit where the motorcade came through Mounds View
7. Participated in the Suburban Ramsey County Law Enforcement Memorial Ceremony hosted by North St. Paul
8. Officers participated in a Charity Golf Tournament hosted by Quincy House
9. Participated in the Special Olympics Torch Run
10. Participated in the Senior Citizen Fair

Goal D: Expand on New Americans Academy and Pre-Party for Night to Unite, as well as ID & creating regular meetings with Neighborhood Captains program

1. Planning for National Night Out has begun
2. NRO is coordinating with block captains for requests and block party information. NRO has assembled tote bags and coordinated with SBM Fire, Allina medics, and Irondale marching band for block party visits.

Goal E: Speeding: Address the speeding issue by potentially closing some streets, adding speed bumps, and communicating to the public the PD is stepping up its speed enforcement, advertise the actual fines in the Newsletter, and come with a catchy slogan similar to "Click it or Ticket" only for speeding. "Obey the sign or Pay the Fine."

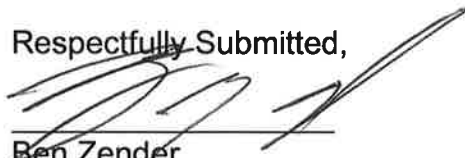
1. Continued speed and traffic enforcement efforts on social media and other platforms
2. Two speed signs and one radar trailer were deployed throughout the city to help reduce speed

Financial Impact: No financial impact. This is the quarterly status report that requires no funding.

Recommendation:

Staff recommends the City Council hear an update of the 2023 quarter 2 report and ask questions as necessary.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Ben Zender', is written over a horizontal line.

Ben Zender
Chief of Police



**Mounds View Police Department
2023 Quarter 2 Report**

Mounds View Police 2023 Quarter 2 Synopsis

The beginning of the second quarter started out with an unexpected Presidential Motorcade detail that came through Mounds View. The Mounds View Police Department collaborated with several local, state, and federal agencies to make sure we had a safe and unobstructed motorcade route for President Biden so he could deliver a speech in Fridley. The Mounds View Police Department coordinated and collaborated with the Mounds View Public Works, SBM Fire, MN State Patrol, US Secret Service, Ramsey County Sheriff's Office, Spring Lake Park PD, Fridley PD, Ramsey County Public Works, and the City of Blaine Public Works to ensure a safe detail. This was no small feat in a very short amount of time and everyone involved did a great job. I could not be prouder of how everyone worked together to make sure this was a successful and safe detail. I received positive feedback from MSP as well as the US Secret Service on our dedication, professionalism, and teamwork during this detail.

The Mounds View Police Department continues to work on staffing levels. Officer Kammerer completed his field training and he is on solo patrol. By all accounts, he is doing a great job and I look forward to his positive contributions to the MVPD in the future. We also hired Officer Eyberg who is currently in the second phase of his training. We continue to interview several potential police officer candidates however, there aren't as many quality candidates available as there have been in the past. With that said, we will not lower our standards just to fill a spot or get to full staffed. We are committed to hiring quality candidates with high standards who fit in the Mounds View community and the agency as well.

The Mounds View Police Department continued to engage in several community outreach activities. MVPD partnered with the Mounds View Police Foundation for the 3rd Annual Dine to Donate event at Manitou Bar and Kitchen. MVPD participated in the Suburban LE Memorial Ceremony hosted by the North St. Paul, participated in a charity golf tournament hosted by Quincy House, and participated in the Special Olympics Torch Run. MVPD finished up the DNR Youth Firearms Safety program with the field day activities, held community meetings such as coffee with a cop, and the MVPD also held several rockwall outreach activities for local schools, churches, and youth groups. The MVPD also coordinated with SBM Fire, MV Police Foundation, MV Lions Club, and various other organizations for Mayor Al Hull's Celebration of Life.

Sgt. Schultes and Officer Katzenmaier were presented the Life Saving Award at a Mounds View City Council meeting. SBM Fire and Allina medics were also recognized for the contribution and providing critical life saving measures on that incident. Long time Mounds View resident Bob King was also recognized with the Outstanding Citizen Award for appreciation and recognition for his years of support and commitment to the City of Mounds View, the Mounds View Police Foundation, and the Mounds View Police Department.

The planning for National Night Out and Festival in the Park activities are in full swing. As we continue to move towards the end of the summer, the MVPD will continue to be active in the community with outreach activities, proactive patrols and enforcement, and training opportunities.



Since early 2022, the Ramsey County VCET Unit has been conducting a methamphetamine operation in which an Undercover Officer (UC) has been in contact with a Mexican Based Drug Trafficking Organization / Source of Supply (SOS). Since the start of the investigation, the undercover officer has conducted over 15 controlled buys for pound and kilo levels of methamphetamine from over 13 different methamphetamine "runners".

In late May 2023, the UC contacted the SOS and facilitated the purchase of a pound of methamphetamine. The UC and SOS agreed upon the price and deal location which was set for the following day. The next day, the UC was directed to the address where she / he exchanged the US currency for the pound of methamphetamine. After the deal, VCET surveillance Investigators followed the runner to a residence. This investigation is ongoing.

In June 2023, the UC contacted the SOS on two more occasions and facilitated the purchase of additional pounds of methamphetamine. They agreed on the price and the UC was directed to the deal location. VCET Investigators were already in place and conducting surveillance of the previous methamphetamine runners. The runner was stopped by Law Enforcement while the rest of VCET executed multiple Search Warrants in the City of Minneapolis and Saint Paul. Additional pounds of methamphetamine were recovered along with a wealth of information on the runner's cellular phones. The runner was charged in Hennepin County and will soon be indicted in Federal Court.

In June 2023, the Mounds View VCET Investigator assisted the Mounds View Police Department Patrol and Investigators with a shooting investigation. Officers processed the crime scene and spoke with witnesses which led to the identification and arrest of the suspect. The Mounds View VCET Investigator assisted with the suspect interview along with writing several search warrants to conduct a search of the suspect's vehicle and electronic devices, and to obtain a DNA sample. Investigators searched the suspect vehicle which led to the discovery of a spent shell casing which was similar to a shell casing found at the crime scene. Investigators also located a handgun underneath the seat which also had ammunition similar to the shell casing found at the crime scene. The suspect was charged in Ramsey County for the shooting.

In March 2023, the Mounds View VCET Investigator was conducting surveillance of a Mounds View shooting suspect in the City of Saint Paul when they observed what appeared to be a drug deal between two individuals. The suspect vehicle was stopped

and fentanyl was recovered from the suspect. Later on in June 2023, the Mounds View VCET Investigator utilized the arrested individual, who was now a Confidential Informant, to conduct a controlled buy of a quantity of fentanyl. The CI met with his fentanyl supplier who has since been identified as his / her supplier. The Mounds View VCET Investigator has now linked this supplier to a Detroit Based Drug Trafficking Organization responsible for distributing kilos of fentanyl in the Twin Cities metro area. A Search Warrant will be executed in the coming weeks after the investigation ends. In late June 2023, the Mounds View VCET Investigator assisted the Mounds View General Investigators with an armed robbery investigation. Mounds View Investigators worked alongside numerous other Law Enforcement agencies which led to the arrest of one of the robbery suspects. Mounds View Investigators learned of a second robbery suspect who was arrested within days. During a Miranda Warning Interview, the suspect admitted to their role in the armed robbery. This investigation is ongoing while Investigators attempt to determine if these two suspects were involved in any other unsolved robberies.

Case Updates: During the first quarter of 2023, the Mounds View VCET Investigator assisted the Mounds View General Investigators with a Criminal Sexual Conduct Investigation after the suspect left the State of Minnesota. The Mounds View VCET Investigator utilized an investigative technique which led to a residence elsewhere in the United States. After working with local Law Enforcement in that area, the suspect was located leaving the residence and taken into custody for their Ramsey County Arrest Warrant. The suspect was later extradited back to Minnesota where their case is proceeding through the criminal justice system.

In December 2022, the Mounds View VCET Investigator traveled to Missouri with other VCET Investigators stemming from an undercover methamphetamine operation months prior. Two suspects had been identified and indicted for their role in selling kilo quantities of methamphetamine in the Twin Cities metro area. VCET Investigators worked alongside Missouri Law Enforcement Officers to locate and arrest the suspects who had fled the state. The suspects were arrested and later extradited back to Minnesota. Both suspects have since pled guilty in Federal Court and will be sentenced in the coming weeks. Sentencing guidelines range for suspect #1 between 120 – 160 months while suspect #2 who has a lengthy criminal history ranges near 240 months.





2023 2nd Quarter Report—Neighborhood Resource Officer

The NRO responded to 217 calls for service in the second quarter and participated in 9 Community Outreach events. 47 of the cases were investigations received from Child Protection and Adult Protection reporting maltreatment of children and vulnerable adults. During the second quarter, the NRO returned to fulltime patrol on the overnight shift to assist with covering the vacant positions within the department.

This quarter the Mounds View Police Department continued efforts that have been established with the Crime Free Multi Housing Apartment Landlord Coalition. New Brighton Department of Public Safety hosted the second quarterly meeting in which several Landlords attended and spoke with an attorney from HOME Line regarding new laws affecting property managers. The Apartment Coalition meeting is planned to continue throughout the year.

Through the Crime Free Multi- Housing coalition, the NRO has sent out 2 strike letters. There have been no Strike 2 letters necessary. The NRO continued to work with the City of Mounds View Code Enforcement to mitigate any property management issues. The NRO continues to work closely with the Northeast Youth and Family Services to provide aid for youths, adults, and families in need of mental health counseling and community support services. During the second quarter, the NRO submitted 2 referrals for services through NYFS and 2 referrals for services to Ramsey County Parent Support Outreach Program. The NRO is continuing to work on 4 open cases with NYFS which primarily focus on housing and mental health services.

Community Outreach event collaborations have continued between the NRO and the Mounds View Police Foundation. In May, the Mary Ann Young Center's Senior Safety Fair was held at SBM Station 3. The NRO gave a speech on fraud prevention. In addition, MVPD K9 Grizz and his handler Sergeant Schultes conducted an informational session on Police K9's which included a demonstration. On June 7th, the Mound View Police Foundation hosted a fundraiser at Manitou Bar and Kitchen where Officers passed out stickers, coloring books, and had a K9 present for meet and greets. The NRO participated in several other outreach events such as Coffee with a Cop at Colonial Village Mobile Home Community, Squad Car show and tell at KinderCare, and various Rockwall events in the area. Officers also participated in the Torch Run to help raise money for the Minnesota Special Olympics.

The NRO continues to monitor and stay consistent with predatory offender's registered in Mounds View. The NRO recently attended a day long training hosted by the Minnesota BCA to stay current with any and all changes to predatory offender tracking and management.

Current and relevant information continues to be posted on Nextdoor.com, Twitter, and Instagram.





Edgewood Middle School, Pinewood Elementary, and Bridges School SRO

Quarter 2 Report

April 2023 – June 2023

Officer Boscardin continued his work in all three schools (Edgewood, Pinewood, and Bridges). Working in all three schools allowed Officer Boscardin to continue to build positive relationships with students, staff, and community members. Officer Boscardin attended numerous school functions including musical productions, family library nights, parent teacher communication nights, rock wall events, and student field trips, where Officer Boscardin conducted traffic control at intersections ensuring student safety while walking to their destination and hung out with students.

Officer Boscardin started each day at Edgewood, parked in the main entrance parking lot for student arrival. During that time Officer Boscardin reviewed reports, respond to emails, and check-in with Edgewood staff. Officer Boscardin then conducted an interior patrol, ensuring all doors were secure and greeting/walking students to their classes. Officer Boscardin then drove to Pinewood. Officer Boscardin activated the school speed zone signs and assisted with student drop off traffic control. Officer Boscardin then turned the school speed zone signs off, checked in with Pinewood staff, conducted an interior patrol ensuring all doors were secured, walked students to class, and answered any questions they had.

Officer Boscardin then returned to Edgewood, conducted an interior patrol (or met with students, parents, or staff pending case load) closing all propped or securing doors left open. Officer Boscardin attended all grade level lunches conducting an interior patrol between each lunch during student passing time (pending case load/if Officer Boscardin had meetings with students or parents). After all student lunches, Officer Boscardin worked on reports, responded to phone calls, and emails. Officer Boscardin then met with students who requested meetings or with students whose parents requested he meet with their children. Officer Boscardin had numerous students with weekly check-ins to talk about their home life or to discuss other issues they wanted assistance working through.

Officer Boscardin then went to Bridges to check in with students during their end of the day free time and checked in with staff. Officer Boscardin returned to Edgewood for their end of day dismissal before heading back to Pinewood for the remainder of their school day. At the end of the school day, Officer Boscardin would return to MVPD and finish/submit reports.

Officer Boscardin set up an outreach event for a Pinewood student whose school year was cut short in order for him to get a major surgery. Officer Boscardin got the student a customized basketball and a Twins hat as these were two things he loved doing. With the assistance from Investigator Erickson, Officer Dison, and Officer Solz the student was able to see the squad cars and how they work.

During this quarter, Officer Boscardin assisted with numerous calls for one particular student who eloped from school regularly. Officer Boscardin completed numerous child abuse investigations with one case submitted for charges. Officer Boscardin took numerous reports for runaway/missing juveniles. Officer Boscardin was able to locate the juvenile and bring them home, or the juvenile would return to school the following day. Officer Boscardin assisted in mediating conversations and working through home issues with the juvenile and parent. Officer Boscardin investigated/completed two Criminal Sexual Conduct cases. One was turned over to another agency and charged out for 1st degree CSC. Officer Boscardin assisted numerous students in transporting

them home when their parents weren't available or if they needed to grab an item they needed at home for their after-school activity. Officer Boscardin looks forward to continuing to build positive relationships with the students and community upon his return as SRO for the 2023 -2024 school year.

INVESTIGATOR HELLPAW 2023 QUARTER 2 INVESTIGATIVE HIGHLIGHTS

35 total new cases investigated.

- 11 Traffic
- 3 Theft/ Stolen Property
- 7 Assault
- 4 CSC
- 2 Robbery/ Burglary
- 3 Missing Person

Robbery

Investigated a Robbery in which the suspects had the clerks at Speedway enter \$1800 onto gift cards. The suspects threatened to come back with a gun if the clerks didn't comply. The suspects are unidentified as the plate provided was incorrect and was from Texas.

Criminal Sexual Conduct- Cyber tip

Investigating a cyber tip of possible child pornography possession by a juvenile male. Still investigating the cold case homicide. Further follow up has been completed but no arrests have been made.

Criminal Sexual Conduct

Investigated a case of Criminal Sexual Conduct. The 16-year-old victim reported her step father was touching her inappropriately. Evidence was located on the victim's phone and the suspect was arrested and charged with 2nd Degree CSC.

Assault

Investigated an Assault that turned into a possible hostage situation. Two females began fighting and the male suspect threatened them with a firearm. The male then refused to exit the apartment with 2 small children inside. Charges are pending attorney review.

Fleeing from Police

Investigated a Fleeing from Police case in which the suspect was on a motorcycle and fled from police. The suspect was not apprehended on scene, but crashed in New Brighton and left property behind. Police identified a possible suspect. The suspect claimed the motorcycle and his backpack had been stolen from him and gave a suspect name. Search warrants of the suspect's phone activity revealed he was present in Mounds View and New Brighton at the time of the attempted stop and crash. Charges are pending attorney review.

Criminal Sexual Conduct

Investigated a CSC from 4 years ago where a Juvenile suspect molested a much younger juvenile family member. The suspect admitted to the crime. Charges are pending attorney review.

Drive by Shooting

All investigators investigated a drive by shooting in which a suspect shot several bullets into a home. Patrol processed the scene. Investigators identified and located the suspect. A gun was located in his vehicle along with spent shell casings. Social media activity was seized showing threats and admissions by the suspect, who was arrested and charged with 2nd Degree Assault , Drive By Shooting, and numerous other charges.

Criminal Sexual Conduct

Investigating a CSC case where a suspect used a fake Facebook profile to entice/coerce a juvenile female to meet him and then sexually assaulted her. A possible suspect has been identified, but not yet located.

INVESTIGATOR ERICKSON 2023 QUARTER 2 INVESTIGATIVE HIGHLIGHTS

In the 2023 2nd quarter, 29 cases were investigated by Investigator Erickson. Of those cases, 15 cases were charged out by arrest. 10 cases are still under investigation and 4 cases are under review for charges. Among the cases:

- 1 Violation of Order for Protections
- 5 Traffic Related Arrests
- 6 DWI Related Arrests
- 2 Thefts
- 1 Robbery
- 1 Missing People Investigations
- 4 Domestic Assault Investigations
- 1 Fraud/Forgery Investigation
- 2 Criminal Sexual Conduct Investigations
- 2 Burglary Case
- 1 Death Investigation

Missing Person

Officers were called to the 5400 block of Jackson Drive for a missing adult. It was reported that the caller's adult daughter left to buy ice cream for her son at a nearby grocery store and after several hours had not returned and no one was able to get ahold of her on the phone. The next morning, she had still not returned home and no contact with her was made. The investigation led to contacting several police departments, hospitals, county jails, the missing person's favorite places, and the gym that the missing person frequents. After following these investigative means, she was located by Investigator Erickson that afternoon.

1ST Degree Aggravated Armed Robbery

On June 26th 2023, Mounds View PD began investigating an armed robbery that occurred at a Convenience Store on the 2600 block of County Rd I where several hundred dollars were stolen. The suspect had shown the clerk a firearm and demanded money. The suspect had his face covered and was not initially identified.

Working in collaboration with several other departments who had experienced similar crimes in the metro area, a suspect was identified. A search warrant of this suspect's home and evidence of the crimes were located and suspect was subsequently taken into custody. Through further investigation, it was determined a second suspect was also involved and the suspect in the Mounds View robbery.

Through various investigative means, Mounds View PD investigators were able to locate evidence to connect the second suspect to the robbery in Mounds View. Mounds View investigators, officers, and members of the Violent Crime Enforcement Team (VCET) conducted a search warrant on the second suspect's home recovering more evidence. The suspect was taken into custody and gave a full confession admitting to the robbery. The County Attorney charged the suspect with 1st Degree Aggravated Robbery.

Fraud/Forgery

Mounds View Police Department received a report from Williston Police Department regarding a check forgery in Mounds View. Williston PD's report states that the victim was driving through the metro on his way to Chicago when his car broke down. A male individual offered to take the victim's car in to get fixed and let the victim use the suspect's car. Days later the victim met up with the suspect and recovered his vehicle and returned back to his hometown. The victim realized later that checks that had been left in his vehicle had been forged and used. Through the investigation and interviews, a suspect has been identified. The case is still under investigation.

Criminal Sexual Conduct

On 4-24-2023, investigator Erickson received a report of a sexual assault that occurred four years ago in Mounds View. The victim reported that she was sexually assaulted by her father's ex-girlfriend's son. The victim would have been 8 years old at the time and the suspect would have been 13 years old. Investigator Erickson reviewed all evidence and interviewed all parties related to the case. The case is currently under review with the county attorney for criminal sexual conduct charges.

Child Abuse

On 4-17-2023, Officer took a report of Child Abuse. The juvenile victim was hit by her father with his belt numerous times. The case is under review at the County Attorney's Office for Malicious Punishment of a Child Charges.



2023 Quarter 2 Report: Sgt. Schultes (K9 Grizz) and Ofc. Aase (K9 Ace)

On 5/2/23 at 0341 hours, New Brighton officers were in pursuit of a vehicle northbound on Silver Lake Road from County Road H. The vehicle crashed at Parkview Drive, then continued fleeing into an apartment complex on the 2600 block of County Road H2. The driver stopped and a high-risk traffic stop was initiated. Sgt. Schultes responded and positioned his squad car with K9 Grizz facing the suspect vehicle. He barked as a deterrent, and the suspect was taken into custody without further incident. The suspect was booked at the Ramsey County Jail for felony fleeing in a motor vehicle.

On 5/4/23, Sgt. Schultes and K9 Grizz visited the senior citizen fair at SBM Station 3, and gave a demonstration on obedience, drug detection, and apprehension. After the demonstration, Sgt. Schultes spoke to the attendees and answered questions about the MVPD K9 unit.

On 5/24/23 at 2056 hours, RSCO Deputies responded to a report of two people fleeing from a stolen vehicle near the intersection of Little Canada Road and Edgerton Street in Little Canada. One of the suspects was detained by deputies, but the other fled from them on foot. A K9 was requested, so Sgt. Schultes and K9 Grizz responded to assist.

A track was started from the last known location of the suspect. K9 Grizz showed evidence of a strong track into a wooded area, then into a large open field and park. After extensively searching the area with K9 Grizz and a drone, the second suspect was not located.

On 5/29/23 at 0201 hours, Officer Aase and Officer Kammerer attempted a traffic stop on a motorcycle. The driver refused to stop and fled from officers. The motorcycle was later found crashed in a park in New Brighton. The suspect had fled the area on foot. Officer Aase deployed K9 Ace and started a track for the suspect. K9 Ace led officers to a garage in the area with an open side access door. K9 Ace cleared the garage, and was unable to reacquire the track.

On 5/29/23 at 1956 hours, MSP Troopers were called to a gun pointing incident near Highway 10 and University Avenue. The suspect vehicle was later located by a trooper

in the city of Mounds View. Officer Ohlendorf, Sgt. Schultes, and K9 Grizz responded to assist on a high-risk traffic stop of the vehicle. K9 Grizz was deployed during the traffic stop and barked as a deterrent. The suspects were taken into custody and several firearms were located during a vehicle search. The investigation was conducted by MSP troopers, and an unknown number of suspects were booked at the Anoka County Jail.

On 6/6/23 at 2303 hours, New Brighton officers were dispatched to an alarm at a restaurant on the 2200 block of Silver Lake Road. After arriving, officers observed forced entry to the business. They requested a K9 to assist, so Officer Aase responded with K9 Ace. K9 Ace was deployed and searched the business to ensure no suspects were still inside.

On 6/9/23, Mounds View officers were dispatched to a car dealership on the 2300 block of Mounds View Boulevard, for a suspect on camera who appeared to be stealing a catalytic converter. A perimeter was established around the dealership, and Sgt. Schultes deployed K9 Grizz in an attempt to locate the suspect, who was reported to be hiding under a vehicle. K9 Grizz gave a positive alert on a vehicle, which was later confirmed on camera to be where the suspect had been hiding before officers arrived. After thoroughly searching the area, the suspect was located at a nearby hotel and identified. He was not arrested at the time due to undetermined damage or missing property from the business.

On 6/13/23 at 1810 hours, Maplewood officers requested assistance from a K9 to search for a suspect that fled from a stolen vehicle on the 2000 block of County Road D in Maplewood. Officer Aase responded with K9 Ace to assist. The suspect was observed hiding in a tree by the MSP air support unit. Officer Aase and K9 Ace responded to that area with Maplewood Officers. The suspect was observed in the tree, and K9 Ace was used as a deterrent to gain compliance from the suspect. The suspect surrendered and was taken into custody.

On 6/16/23 at 0059 hours, Mounds View officers attempted to make contact with a suspect with several felony warrants at a hotel on the 2100 block of Program Avenue. Officer Aase deployed K9 Ace on lead, while assisting officers attempted contact at the hotel door. The male did not respond and open the door, so Officer Aase made K9 announcements through the door. The male surrendered and was taken into custody for his warrants.

On 6/19/23 at 1813 hours, North St. Paul officers were searching for a suspect wanted in a recent homicide investigation. Additional K9 officers were requested due to the duration of the search. Officer Aase and K9 Ace responded to assist on the 2100 block of Burke Street Northeast. Officer Aase deployed K9 Ace and started a track in a wooded area. K9 Ace tracked down a trail and turned into the woods. He showed a positive alert and alerted Officer Aase of a set of keys. The keys were kept as evidence and believed to be related to one of the homicide suspects.

On 6/28/23, Officer Aase and K9 Ace participated in a meet at greet at the North Church rock wall event in Long Lake Regional park. The attendees were able to meet K9 Ace and learn about the MVPD K9 unit.

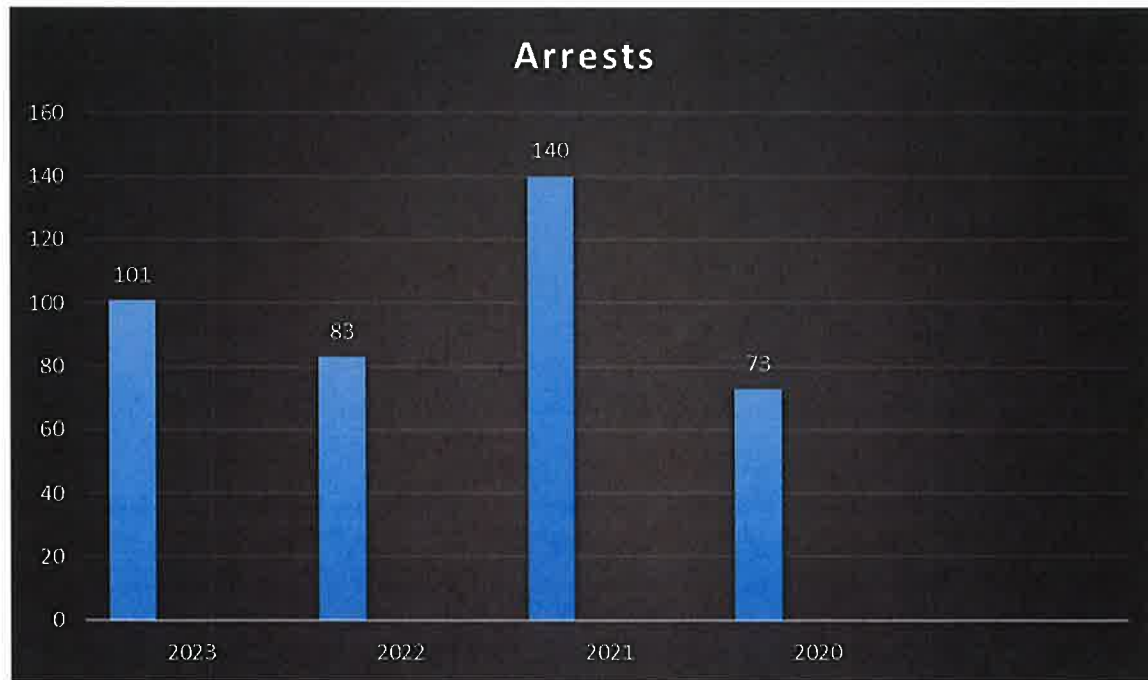
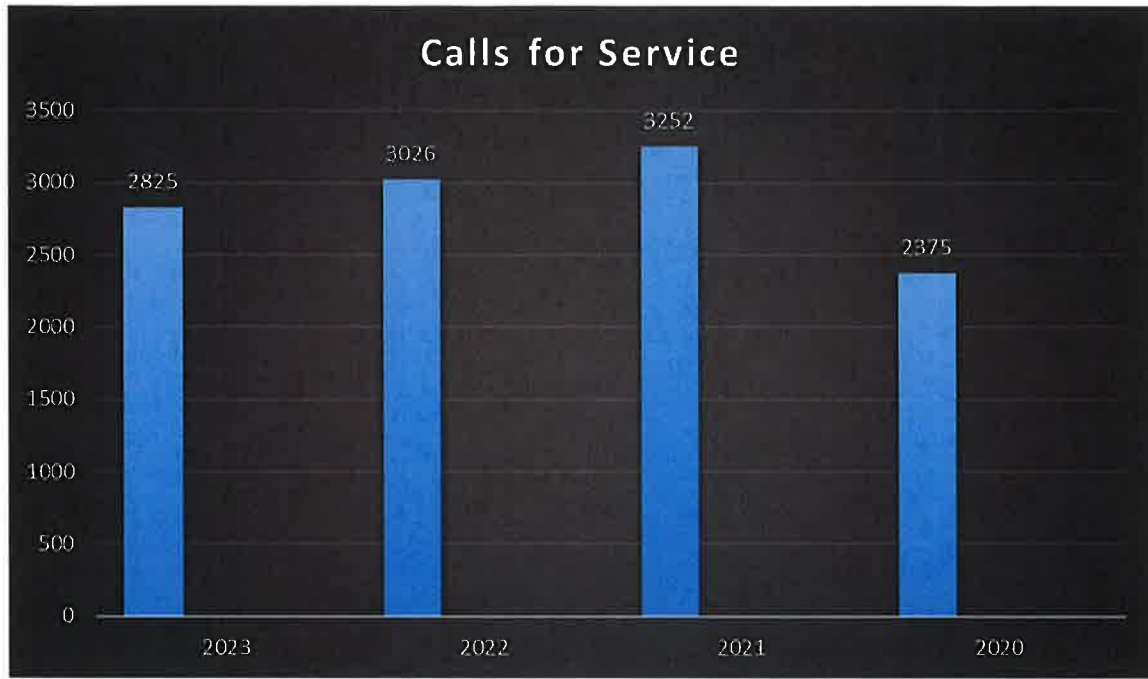
Mounds View PD Reserve Unit 2023 Quarter 2 Report

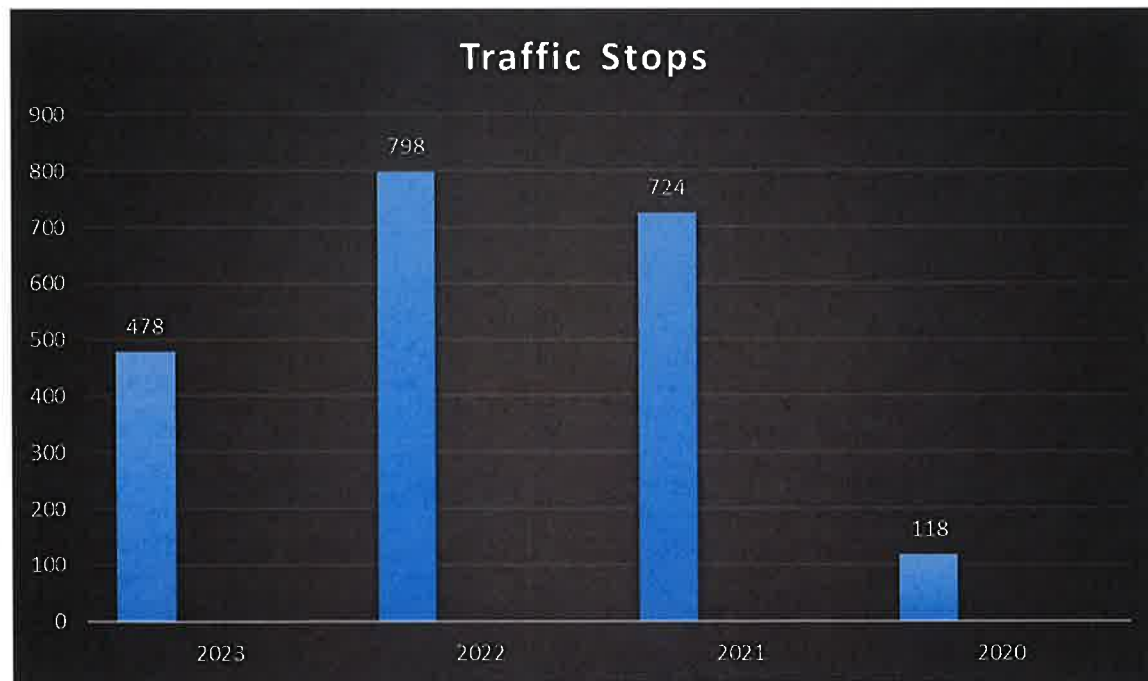
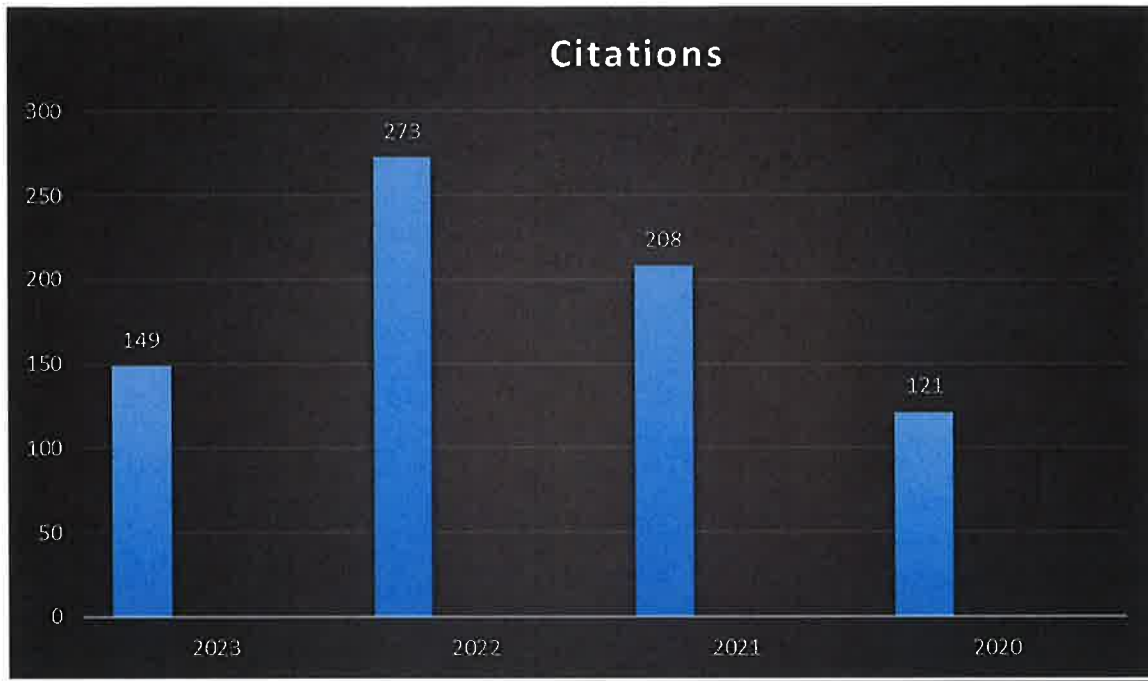
During the second quarter of 2023, Reserve Officers volunteered a total of 144.75 hours while on solo patrol. Reserve Officers completed sixty-nine proactive patrols, four traffic/accident assists, transported ten people to jail, responded to one medical call and one recovered property call. Additionally, Reserve Officers assisted department personnel at three different rock wall events.

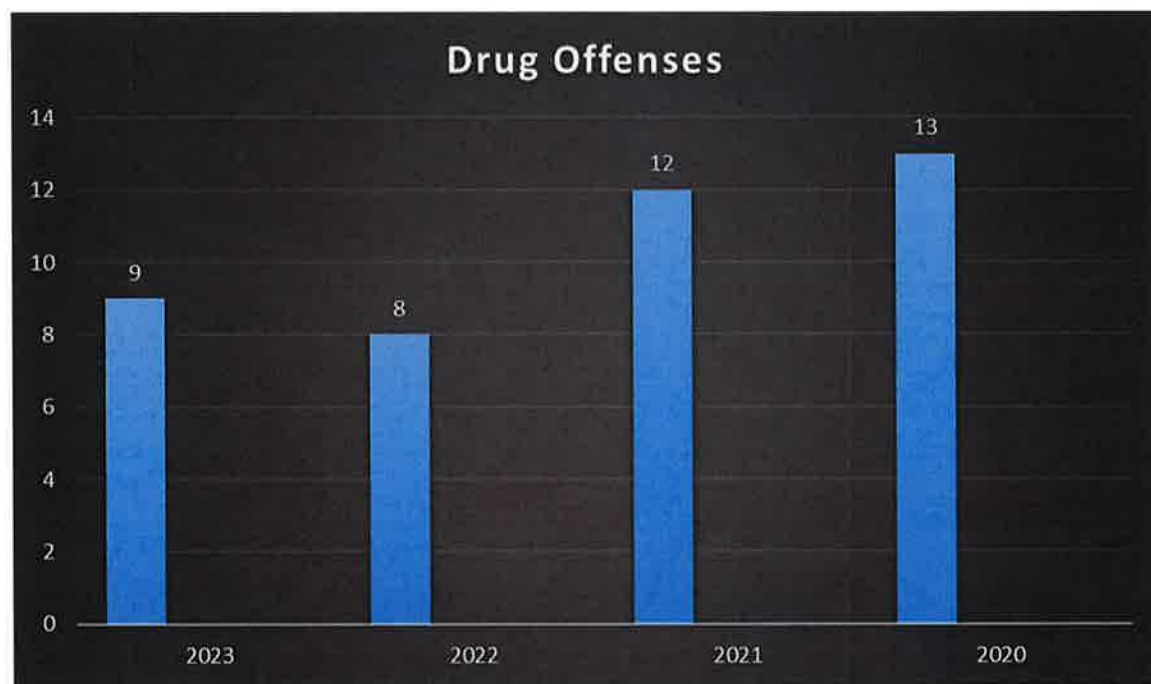
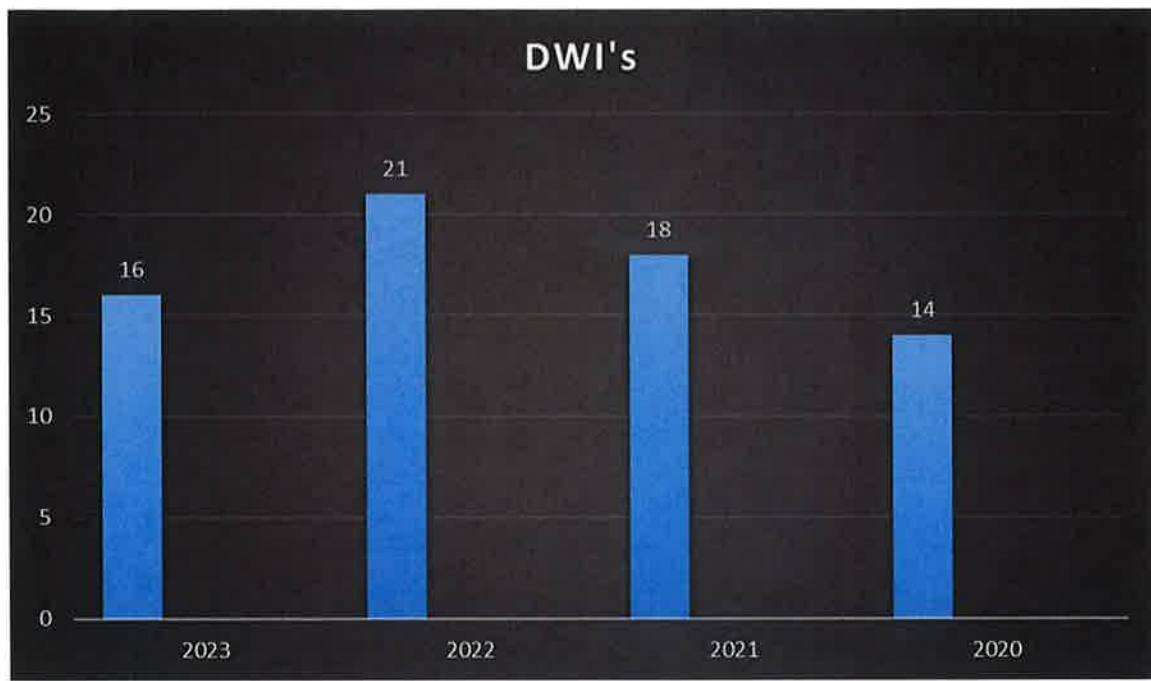
Reserve Officer Overton assisted the Roseville Police Department at Rosefest. He was tasked with blocking roadways during the parade. Reserve Officer's Overton, Hepola and Traczyk aided in the task of the Presidential motorcade. All three Reserve Officers made sure roadways were secured during the event.

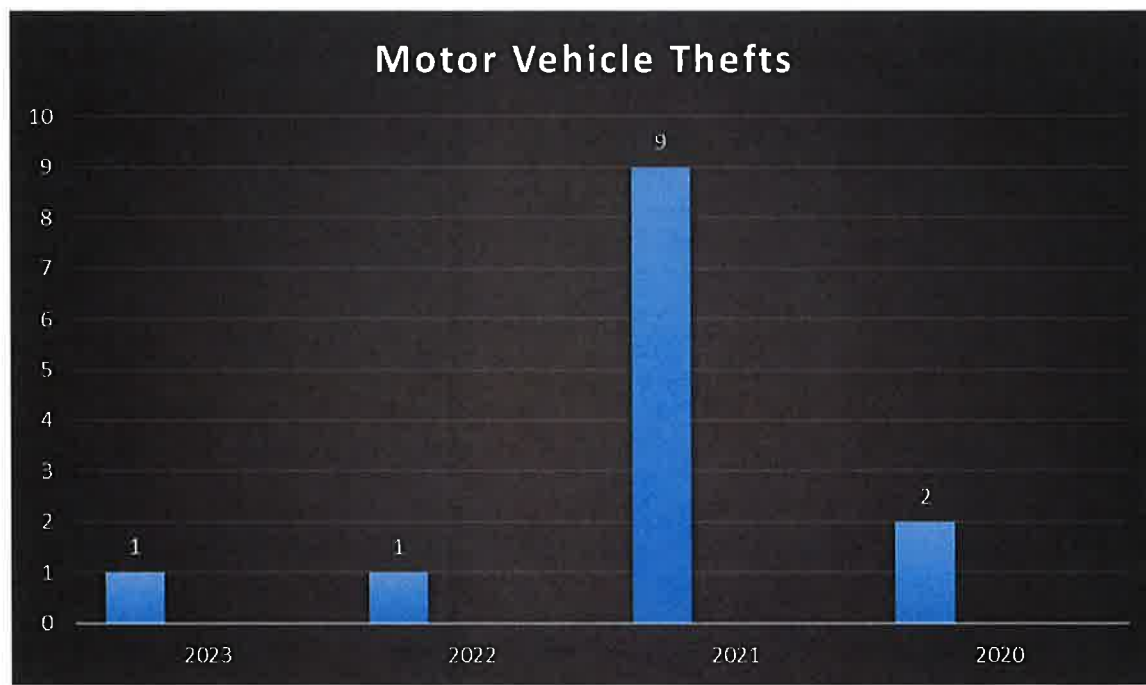
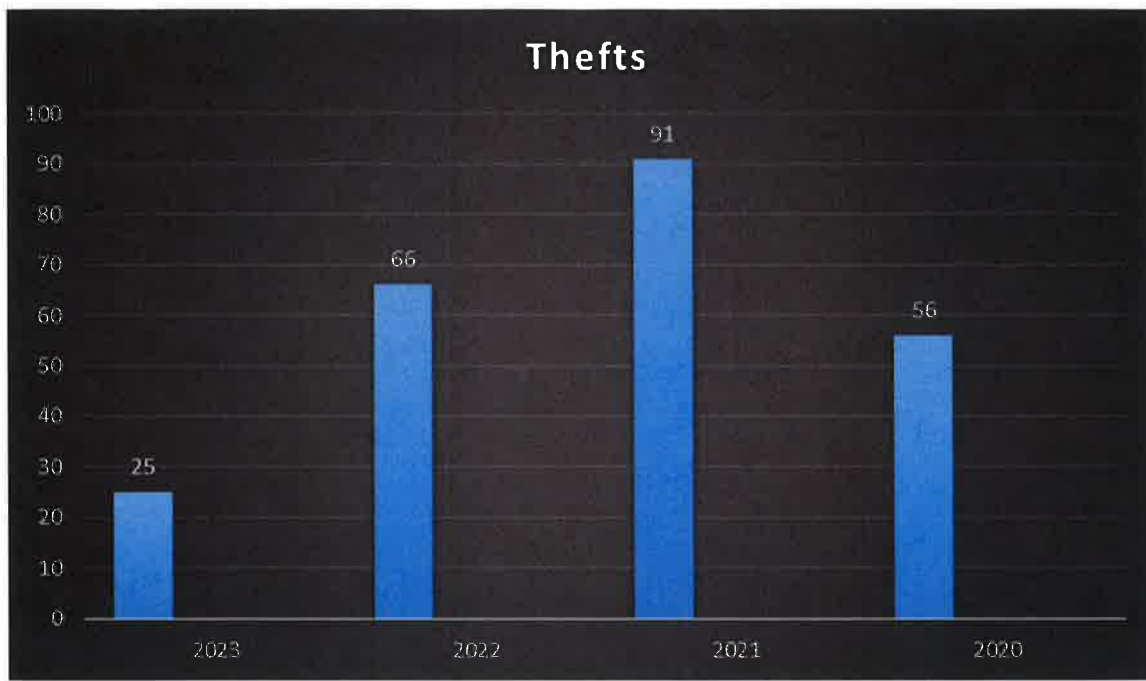
The ten people Reserve Officer's transported to jail, saved countless hours of travel and helped keep Police Officer's on the street and available. Reserve Officer's conducted other courtesy transports as well.

2023 Quarter 2 Stats









- Multiple offenses may be associated with a single incident.
Multiple individuals may have been arrested in a single incident.
An individual may have been arrested for multiple offenses.



MOUNDS VIEW POLICE DEPARTEMENT 2023 QUARTER 2 PICTURES















City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Ben Zender, Chief of Police
Item Title/Subject: Resolution 9789, Approving Professional Services Agreement with Tubman to Provide Public Safety and General Welfare Related Services Addressing Domestic Abuse

Introduction:

Tubman is requesting funding to ensure that our law enforcement and criminal justice partners can continue to rely on Tubman to help ensure victims' safety needs are met and help prevent future violence.

Discussion:

For more than 45 years, Tubman has been helping people of all ages, genders, and cultural backgrounds to find safety, hope, and healing. Tubman Legal Services program has served the East Metro region of the Twin Cities, including Ramsey and Washington counties, since Family Violence Network began in 1981.

Tubman has partnered with the Mounds View Police Department and HJ Law prosecution team to provide legal services to help victims of violence in Mounds View. Tubman Legal Services within the Mounds View community include: criminal court legal advocacy to ensure victim's rights are met through the criminal legal system; legal clinics regarding divorce, custody, child support, and other family law issues; pro bono attorney representation; and assistance drafting Orders for Protection and Harassment Restraining Orders, including providing civil advocacy throughout the process of obtaining this important order.

Tubman also offers a broad continuum of services, including emergency family violence shelter for people of all genders; transitional housing; mental and chemical health counseling; youth mentorship and leadership development; in-school violence prevention curriculum; support groups; a clothing closet; and more. The need for these critical services has increased, and so have the costs to provide them which is why they are requesting financial support.

The total amount to be paid by the City for services shall not exceed \$25,500 annually. The funds will come from Account 100-4700-3065 (Family and Youth Social Services).

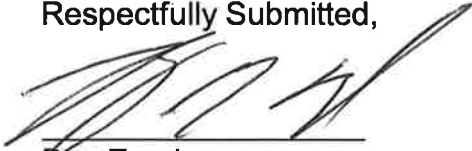
Attachment:

- Tubman Professional Services Agreement with the City of Mounds View

Recommendation:

Staff recommends approving the professional services agreement with Tubman to provide public safety and general welfare related services addressing domestic abuse.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Ben Zender', written over a horizontal line.

Ben Zender
Chief of Police

RESOLUTION NO. 9789

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**APPROVING PROFESSIONAL SERVICES AGREEMENT WITH TUBMAN TO
PROVIDE PUBLIC SAFETY AND GENERAL WELFARE RELATED SERVICES
ADDRESSING DOMESTIC ABUSE**

WHEREAS, the City of Mounds View ("City") desires to enter into a professional services agreement (the "Agreement") a version of which is attached to this resolution as Exhibit A, with Tubman, a non-profit corporation, to provide services to victims of domestic abuse and that are otherwise related to addressing domestic abuse within the city of Mounds View; and

WHEREAS, the City Council has determined that authorizing such an agreement is in the best interest of the public and will provide for public safety and the general welfare of the people of Mounds View.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mounds View, Minnesota that the Agreement is approved in substantially the form presented to the City Council and included in this Resolution as Exhibit A, subject only to modifications that are approved by the City Attorney and do not alter the general substance of the Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Mounds View, Minnesota that the proper City staff and officials are authorized to execute the final version of the Contract and take all actions necessary to carry out the intent of this Resolution.

Adopted this 14th day of August 2023.

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator

(seal)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made between the City of Mounds View (“**City**”), a Minnesota municipal corporation, and the Tubman (“**Tubman**”), a Minnesota nonprofit corporation. Tubman is a social service agency whose mission is safety, hope, and healing.

Name/ Organization: Tubman	Federal EIN: 41-4200048
Mailing Address: 4432 Chicago Avenue Minneapolis, MN 55407	Telephone Number: 612-825-3333 (corporate office)
Contact Person: <ul style="list-style-type: none">• Jennifer J. Polzin, CEO, authorized to sign contracts• Jennifer Dickinson, Director of Legal Services, authorized to discuss service provision	Email: <ul style="list-style-type: none">• jpolzin@tubman.org, 612-767-6697 (office)• jdickinson@tubman.org, 651-789-6720 (office)

The following person is designated the Contract Manager (“**Contract Manager**”) for the City for the purposes of this Agreement:

Name: Nyle Zikmund, Mounds View City Manager	Email: nyle.zikmund@moundsviewmn.org
Mailing Address: 2401 Mounds View Boulevard Mounds View, MN 55112	Telephone Number: 763-717-4000

City and Tubman may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, City and Tubman hereby agree as follows:

1. **Agreement Documents.** This Agreement, which includes the Description of Services attached hereto as Exhibit A, sets out the entire understanding between the parties and it supersedes any prior written or oral discussions or agreements between the parties regarding the same subject matter. The provisions of the documents constituting the Agreement shall be read together and reconciled in the documents to the greatest extent reasonably possible. To the extent there are any conflicting provisions that cannot be reconciled, the more specific provision shall generally be controlling. In the event that a material conflict is found between provisions of the documents, the provisions in the following rank order shall take precedence: (1) the Descriptions of Services in Exhibit A; (2) this Professional Services Agreement document; (3) Tubman’s proposal.

2. **Services.** Tubman agrees to provide the City the services as described in the attached Exhibit A (collectively, the “**Services**”) in accordance with the terms and conditions of this Agreement. Tubman shall provide the Services in a manner consistent with industry standards for similar Services and in accordance with the standards, requirements, and timelines set out in Exhibit A.
3. **Compensation.** City shall compensate Tubman for the Services as provided in Exhibit A. Unless expressly provided otherwise in Exhibit A, the total amount or rate of compensation is the amount that Tubman incurs to cover staff time to provide the Services.
 - a. The total amount to be paid by the City pursuant to the Services in this contract shall not exceed \$25,500 annually (“City Costs”). City shall not be responsible for paying any amounts for the completion of the Services other than those expressly provided for in Exhibit A. The amount will be revisited annually to adjust for the average number of Services provided.
 - b. Amounts payable by the City shall be paid to Tubman on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the City’s share for that year. The payment for the period between August 1, 2023 and December 31, 2023 shall be made by the City within 30 days of execution of this Agreement.
 - c. The City Costs for the period between August 1, 2023 and December 31, 2023 shall not exceed \$25,500.
4. **Notices.** Any notices provided under this Agreement shall be to Tubman and Contract Manager as identified above.
5. **Term.** This Agreement shall commence on August 1, 2023 and shall terminate on December 31, 2024, unless it is terminated earlier as provided herein or the parties agree in writing to an extension of this Agreement.
6. **Deliverables.** If Tubman is required to produce specific deliverables to City as part of the Services to be provided under this Agreement, such deliverables shall be identified in Exhibit A of the Agreement.
7. **Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days written notice. If Consultant is in default and fails to cure the default within the period provided in the written notice of default as provided in this Agreement, City has the right to terminate this Agreement immediately upon written notice of termination. Tubman may retain the City Cost used for Services provided prior to the effective date of termination but shall return the proportionate share of the City Costs remaining from the effective date of termination until the end of the year within 30 days of the effective date of termination. The following provisions of this Agreement shall survive expiration, termination, or cancellation of this Agreement: Indemnification; Insurance; Applicable Law; Audit; and Data Practices.

8. **Data Practices.** Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), and all other applicable laws, related to data it creates or receives from City in the performance of the Services.
9. **Legal Compliance.** Tubman shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in providing the Services and shall obtain all permits and permissions that may be required. This Agreement shall be governed by and construed according to the laws of the State of Minnesota.
10. **Indemnification.** Tubman agrees to defend, indemnify and hold harmless, City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Tubman, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services and against all loss by reason of the failure of Tubman to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by City of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.
11. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.
12. **Notices.** Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to, with respect to City, the Contract Manager and, with respect to Tubman, to Tubman's contact person, each as identified at the outset of the Agreement.
13. **Nondiscrimination.** Tubman agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.
14. **Insurance.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Workers Compensation

If Consultant is required by law to have Worker's Compensation insurance, Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The City shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

- 15. Independent Contractor.** The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
- 16. Subcontractor.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by Subcontractor within ten days of Consultant's receipt of payment from City.

Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

17. **Assignment.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
18. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
19. **Controlling Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Ramsey County.
20. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

CITY

City of Mounds View

By: _____
Gary Meehlhause, Acting Mayor

Its: _____
Nyle Zikmund, City Administrator

Dated: _____

TUBMAN

Tubman

By: _____
CEO

Dated: _____

EXHIBIT A – DESCRIPTION OF SERVICES

I. DUTIES

A. Services and Description

1. Services. The Consultant agrees to furnish the City the following services:
 - a) Recruitment and training of volunteers (advocates) who work with and counsel victims of domestic abuse.
 - b) Staffing of a 24-hour crisis line and providing information and referral.
 - c) Preparation of petitions for protective orders; assistance in the service of protective orders; advocacy with victims during the court hearing process; monitoring compliance with Court Orders.
 - d) Providing shelter for victims and their children.
 - e) Providing support/educational groups for battered persons and educational groups for high-risk target groups.
 - f) Availability of a domestic abuse perpetrator's group for City referrals.
 - g) Tubman will be available as the first point of contact for victims, regardless of the offense level in a domestic violence case.
 - h) Tubman will be available to serve as the community contact agency for intimate partner violence cases referred by law enforcement personnel. Mounds View law enforcement officers completing a lethality risk assessment on site with the victims of intimate partner violence may refer such assessments immediately to Tubman staff for services.

2. Client Eligibility.

- a) Services under this Agreement shall be provided to persons residing in the City who have been battered in domestic relationships, the children of such persons,, and to high-risk target groups identified by the City and Tubman.

B. Evaluation, Reporting, and Information Requirements

1. Automated Annual Reports. Tubman agrees to furnish the City with annual reports of services provided under this Agreement. Such report must include data

on the services provided within the City of Mounds View under the Agreement, and audited financial statements. The annual report must be submitted on or before November 30 of any year or another date agreed to by Tubman and the City Administrator.

2. Periodic Reports. Tubman agrees to provide periodic reports to the City with summary data regarding the Services provided during the previous period. The initial period for these periodic reports shall be quarterly, but such period may be changed with approval from the City Administrator.
3. Annual Budget. Tubman shall submit the proposed City Costs for the next year. The submission shall include any proposed changes in the Services for the subsequent year. The Annual Budget must be submitted on or before June 30 of each year.
4. Additional Information. Tubman agrees to provide reasonable information requested by the City regarding the Services.



Item No: XX
Meeting Date: August 14, 2023
Type of Business: CB
Administrator Review: _____

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Don Peterson, Director of Public Works/Parks and Recreation
Item Title/Subject: Resolution 9797, Approving and Accepting a Grant from Ramsey County, Be Active, Be Green, Bench Initiative Program

Background/Discussion:

The City Council has reviewed and discussed plans to beautify Mounds View Boulevard. One aspect was to place benches along this corridor. The Council tasked the Parks and Recreation and Forestry Commission to review the placement of benches and set a priority list for the needed benches.

The Parks and Recreation and Forestry Commission completed this task and mapped out where benches should be installed. Funding for the benches was discussed and the City Council directed Staff to look for grants and other methods of funding. If no grants were found, the City Capital Budget would be used, and monies would be budgeted for benches.

Staff was made aware of a grant from Ramsey County, "Be Active, Be Green, Bench Initiative." Staff submitted an application along with a map. Connie Bernardy, the Active Living Ramsey Communities Director, visited Mounds View. After a site tour, she indicated that this would be a "great corridor for this program."

Staff was notified on July 27, 2023, that the City of Mounds View was selected as a grant recipient to the "Be Active, Be Green, Bench Initiative" and the City was awarded 32 benches to place along Mounds View Boulevard in close proximity to the locations indicated on the map.

The City would be required to install the cement pads the benches would be placed on and maintain the benches.

Staff estimates the cost of each pad to be \$450.00. Funding for this project would come from the Street Improvement Fund.

Strategic Plan Strategy/Goal: Maintain and Plan for Infrastructure Improvements.

Financial Impact: No Financial Impact to 2023 Budget, the 2023 Street Improvement Fund has \$75,000.00 for trail way development and ADA Transition projects.

Recommendation:

Staff is recommending the City Council approve the attached Resolution Accepting and Approving the Grant Agreement with Ramsey County for the "Be Active, Be Green Ramsey County Bench Initiative." Staff further recommends the Council to approve funding for the installation for the pads to be funded out of the Special Project Fund account XXXXXXXXXX

Respectfully submitted,



Don Peterson
Director of Public Works/Parks and Recreation

RESOLUTION NO. 9797

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**APPROVING AND ACCEPTING A GRANT FROM RAMSEY COUNTY, BE ACTIVE, BE
GREEN, BENCH INITIATIVE PROGRAM**

WHEREAS, the City Council has reviewed and discussed plans to beautify Mounds View Boulevard with one aspect was to place benches along this corridor; and

WHEREAS, the Council tasked the Parks and Recreation and Forestry Commission to review the placement of benches and set a priority list for the needed benches; and

WHEREAS, the Parks and Recreation and Forestry Commission completed this task and mapped out where benches should be installed; and

WHEREAS, Funding for the benches was discussed and the City Council directed Staff to look for grants and other methods of funding; and

WHEREAS, Staff was made aware of a grant from Ramsey County, “Be Active, Be Green, Bench Initiative”, and

WHEREAS, Connie Bernardy, the Active Living Ramsey Communities Director, visited Mounds View. After a site tour, she indicated that this would be a “great corridor for this program”; and

WHEREAS, Staff was notified on July 27, 2023, that the City of Mounds View was selected as a grant recipient to the “Be Active, Be Green, Bench Initiative” and the City was awarded 32 benches to place along Mounds View Boulevard; and

WHEREAS, The City would be required to install the cement pads the benches would be placed on and maintain the benches; and

WHEREAS, Staff estimates the cost of each pad to be \$400.00. Funding for this project would come from the Street Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Ramsey County, Minnesota as follows:

1. The City hereby approves and accepts the Be Active, Be Green Bench Grant Agreement from Ramsey County, to place 32 new benches along Mounds View Boulevard.

Resolution 9797 Continued

2. The City Council approves installing concrete pads for the benches at an estimated cost of \$450.00 per bench or a total of \$14,400.00. Funded from the Street Improvement Fund.
3. The Mayor and City Administrator are hereby authorized and directed to execute all appropriate documents to effectuate the actions contemplated by this resolution.
4. The Mayor and City Administrator, Staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Adopted this 14th day of August, 2023

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator

(seal)



July 27, 2023

Dear Mounds View,

Congratulations on your award of 32 benches for the Be Active! Be Green! Bench Route along Mounds View Boulevard. Please get the attached Be Active! Be Green! Bench Agreement signed and sent back to Connie Bernardy at connie.bernardy@co.ramsey.mn.us by Tuesday, August 15, 2023. Please leave the date blank at the top of the agreement. The date will be filled in at the end of the sign-off process.

Once all awarded agreements are signed off, we will place the bench order. Our vendor projects we will receive the benches within six weeks. Once we receive the benches, we will contact you for pick up. You will have two weeks to pick them up.

Thanks so much for being a part of the Be Active! Be Green! Bench Initiative to help create a physically active friendly environment. Facilitating these "pathways to health" bench routes help promote active living – especially for the elderly, people with disabilities, and people with small children.

Please confirm with Connie Bernardy by email when you receive this award letter and attachments.

Sincerely,

Connie Bernardy
Active Living Ramsey Communities Director
Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
Work: 651-266-7181

P.S. Please save the dates for our upcoming Active Living Ramsey Communities Quarterly Meetings:

Monday, September 11, 2023

and

Monday, December 11, 2023

2:30-4:30 PM

Active Living Ramsey Communities improves health through community engagement.

We promote and create environments that make it safe and easy for everyone to integrate physical activity into their daily routine.

Attachments:

Award Letter - Mounds View
Be Active! Be Green! Bench Grant Agreement – Mounds View
Attachment A - Map
Attachment B - Application

Be Active! Be Green! Bench Grant Agreement

This agreement dated _____ is between the County of Ramsey ("COUNTY") and City of Mounds View ("GRANTEE").

RECITALS

- A. GRANTEE has requested COUNTY provide Be Active! Be Green! benches for placement on property GRANTEE owns or operates.
- B. COUNTY wishes to provide the requested benches and wishes to ensure that they will be placed as proposed and will be maintained.

AGREEMENT

THE COUNTY and GRANTEE AGREE THAT, in consideration of the COUNTY providing the indicated number of benches for no charge, the GRANTEE:

- A. Has a legal right to the trail, path, sidewalk, or other right-of-way ("right-of-way") upon which the benches will be installed. The legal right may be in the form of fee title, permanent recorded easement, or lease with a remaining term of no less than 20 years.
- B. Will provide transportation of the benches from a central distribution location to a safe and secure location prior to its transport to the location of installation, at GRANTEE's expense, within two weeks of being notified by email that the benches are ready for pick up. The safe and secure location shall provide protection of the bench from condition that may cause damage beyond normal wear and tear.
- C. Will assemble and install the provided benches, at GRANTEE's expense, on publicly accessible right-of-way at the locations indicated on Attachment A, and in accordance with the plans and details contained in the Be Active! Be Green! Bench Initiative documents and grantee's application attached here to as Attachment B, within one year of receipt. Installation shall include attaching the bench to a base sufficient to provide security and stability of the benches. The location and pad must meet Americans with Disability Act requirements.
- D. Will promote the availability of benches and the Be Active! Be Green! Bench Initiative to its residents and other visitors through its customary and usual communications tools including any community newsletter, organizational website, or other common means of communication and will be a part of the Active Living Ramsey Communities Coalition by being a part of its mailing lists and attend meetings when possible.
- E. Ensure each bench is maintained in safe and usable condition. The GRANTEE agrees that benches will be available for use by all people regardless of race, gender, economic background, or national origin.
- F. The GRANTEE is solely responsible for the future maintenance, repair, upkeep, or replacement of all benches installed.
- G. Will provide the specific location data for each bench in a format that can be integrated with the COUNTY's geographical information system (GIS).

- H. Will provide a photograph of each bench installed for use by COUNTY for its reporting, messaging, and marketing purposes.

OTHER TERMS:

- I. CANCELLATION and REMOVAL: GRANTEE agrees that, in the event a bench is removed or not maintained, that GRANTEE will reimburse COUNTY for the cost of the bench at a pro-rated amount based on a twenty-year useable life. If the bench is reinstalled at an COUNTY approved replacement location, either owned by GRANTEE or another partner, COUNTY may waive the reimbursement requirement.
- J. LIMIT OF COUNTY PARTICIPATION: The County's participation in this agreement is limited to providing funding for the initial supply of benches, coordinating delivery, and ensuring the benches are located, installed, maintained, and repaired, as it determines is necessary and as provided herein. Nothing herein shall be deemed to require the County to pay or perform maintenance, repair, or replacement on the provided benches.
- K. INDEMNIFICATION: The GRANTEE shall defend and indemnify the COUNTY, its officers, agents, and employees from all claims and causes of actions relating to or arising from the GRANTEE's installation, use, and maintenance of the benches, or their use and availability to visitors and other members of the public. This provision shall survive any termination of this agreement.
- L. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations and any amendments to this Agreement shall be in writing.

This Agreement is duly executed on the last date written below.

RAMSEY COUNTY

GRANTEE

By: _____

By: _____

Ryan O'Connor, County Manager

Print Name: _____

Date: _____

Date: _____

Approval Recommended:

Brian Isaacson, Director

Ramsey County Public Works

Approved as to form:

Assistant County Attorney

Attachment B

Mounds View Blvd

Name of sponsoring organization: City of Mounds View Contact person: Don Peterson
Department and job title: Public Works - Director of Public Works/ Parks and Recreation Is this a
non-profit or government unit? : government unit Phone number: (763) 717-4051 Email
address: Don.peterson@moundsviewmn.org

Name and detailed description of bench route: 2.5 mile trail sections along Mounds View Blvd.
both the North and South trails are in need of benches. The Park and Recreation and Forestry
Commission of Mounds View has identified 36 potential bench sites along this corridor.

Describe need for benches on route.: This bench route will not only serve the residents of
Mounds View but also those individuals who use the regional trail system in both Ramsey and
Anoka County and will allow them to connect with other trail systems in the Cities of New
Brighton, Blaine, Fridley and Spring Lake Park.

Number of benches: 32

Bench type: Victoria Series

Proposed Benches on Mounds View Boulevard



Legend

Installation Status

- Install New (26)
- Replace Existing (6)

Trail length MVB: 3.74 miles
Trail length MVB (north): 1.84 miles
Trail length MVB (south): 1.88 miles



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Item No:	08C
Meeting Date:	August 14, 2023
Type of Business	Council Business
City Administrator Review	

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Jon Sevald, Community Development Director
Item Title/Subject: First Reading and Introduction to Ordinance 1004; Amending Mounds View City Code 160.088 related to Accessory Dwelling Units

Introduction:

An Accessory Dwelling Unit (ADU) is [a] *dwelling unit that is located on the same lot as a single-family dwelling to which it is accessory to, and is internal or an addition onto the principal dwelling.*¹ Off and on, Staff have received inquiries if detached ADU's are permitted (they are not). ADU's have been discussed throughout 2023, with direction by the Planning Commission to pursue an ordinance amendment.

Discussion:

In 2016, the City Code was amended to allow Internal ADU's as a permitted use, and to allow ADU's attached to a home as a Conditional Use (CUP) in Residential zones. The City Council's consensus was not to allow Detached ADU's. The assumption was that, although a detached ADU may be intended to be occupied by an aging parent, once no longer occupied by that person, the ADU was likely to become a rental unit, which the City Council did not desire.

In 2016, there was considerable discussion² regarding homesteading vs. rental, separate utilities vs shared utilities, parking, building height, and architectural similarities between home and ADU. The general intent was to allow ADU's as an option for residents to age in place, but to discourage homes and ADU's from both becoming rental properties, thereby creating a duplex-type use in a single-family zoning district.

In practice, there has been interest from homeowners in ADU's for family members. These discussions have steered more towards home additions, in which the addition includes a bedroom, bathroom, kitchen, and living area, and its occupant has full access throughout the original home, and vice-versa (e.g. it is not an independent unit). Staff's interpretation is that this is a home addition, not an ADU. The deciding factor is that the home is occupied by one family,³ and cannot become a rental unit by itself.

The 2016 amendment was requested by a Planning Commission member who was interested in a detached ADU above a detached garage (not permitted). In discussions, this proved to be cost prohibitive. The cost of a new garage with an ADU was similar to building a new home. It was more practical to move.

¹ City Code §160.012 (Definitions; Dwelling Unit, Accessory)

² Previous discussions: Planning Commission; June 1, 2016; July 6, 2016; July 20, 2016. City Council; May 9, 2016; August 1, 2016; August 8, 2016; August 22, 2016.

³ City Code §160.012 (Definitions); *FAMILY. One or more persons, each related to the other by blood, marriage or adoption, or a group of not more than four persons not all so related, together with their domestic servants or gratuitous guests, maintaining a common household and using common cooking and kitchen facilities.*

In 2022, several City Council members and Planning Commissioners toured YardHomes in New Brighton, expressing an interest in allowing these in Mounds View (this led to YardHomes' inclusion in the proposed Pulte townhome project). YardHomes start at around \$200,000. In Mounds View, the average home sale price was \$305,000.⁴ Thus, a homeowner wanting to build an ADU as an investment should not expect to recoup its costs. The choice to build an ADU is more due to a life change. Example, if an ADU is more desirable for a family member compared to assisted living, without regard to costs.

Strategic Plan Strategy/Goal:

Address Absentee Landlords, Attract Affordable Housing Opportunities, Aggressive Code Enforcement, Encourage landowners to maintain their properties.

Financial Impact:

N/A

Planning Commission Recommendation:

The Planning Commission recommended approval at its June 21, 2023 meeting (Resolution 1161-23).

Staff Recommendation:

Staff recommends conducting the First Reading and Introduction. A Public Hearing will be held on August 28, 2023.

Respectfully,



Jon Sevald, AICP
Community Development Director

ATTACHED

ADU Examples

YardHomes photos

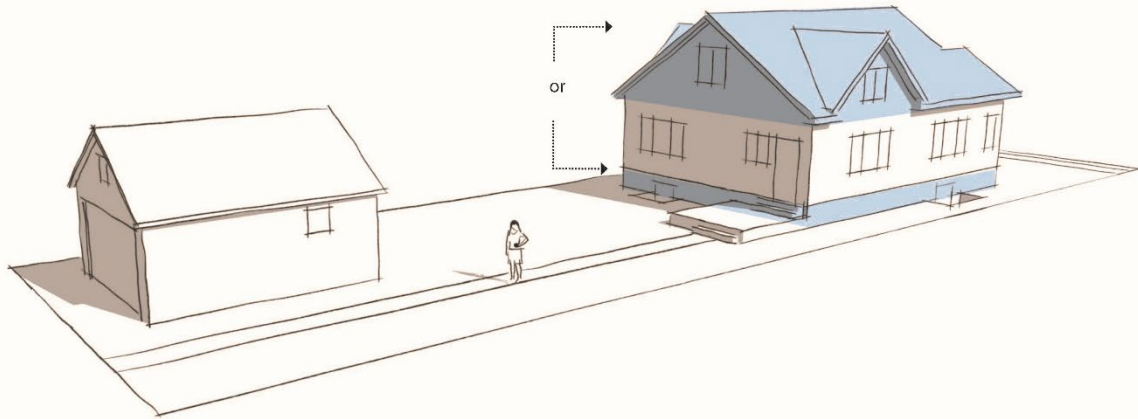
Ordinance 1004

Family Housing Fund; Home+home Twin Cities ADU Guidebook

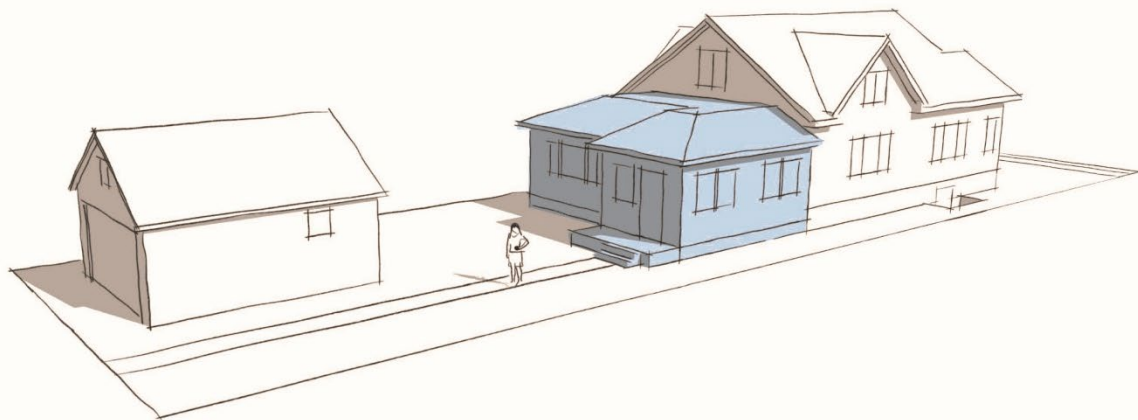
StarTribune article

⁴ [Minneapolis Area Realtors](#); Mounds View May 2023; Average Sales Price.

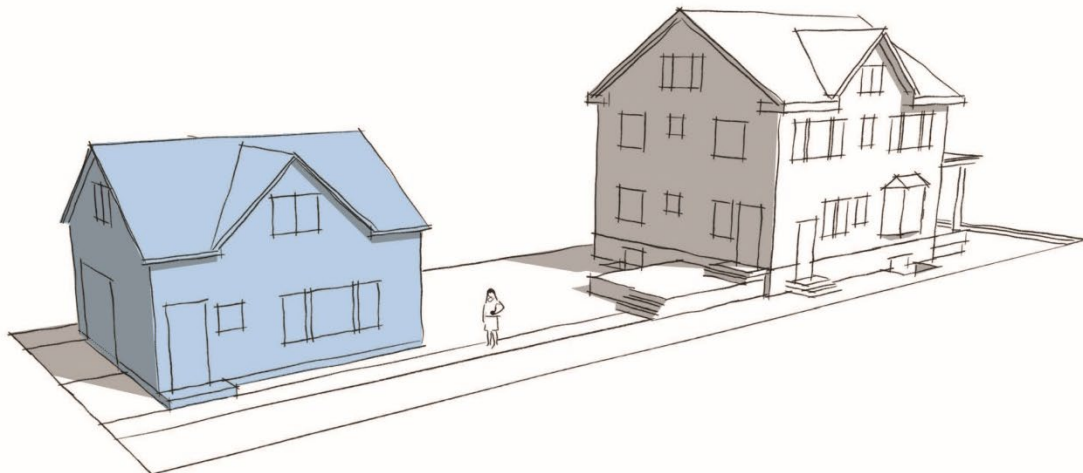
ADU Examples



Internal ADU. Currently a Permitted Use (Graphic; City of Minneapolis)



Attached ADU. Currently a Conditional Use. (Graphic; City of Minneapolis)



Detached ADU. Currently prohibited. Proposed as a Conditional Use. (Graphic; City of Minneapolis)



YardHomes model home, New Brighton (August 17, 2022)



YardHomes interior, New Brighton (August 17, 2022)

ORDINANCE 1004

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**AMENDING MOUNDS VIEW CITY CODE CHAPTER 160,
REGARDING ACCESSORY DWELLING UNITS**

The City of Mounds View Ordains:

SECTION 1. The City Council of the City of Mounds View hereby amends Chapter 160 of the Mounds View Municipal Code by adding the underlined material and deleting the ~~stricken~~ material as follows:

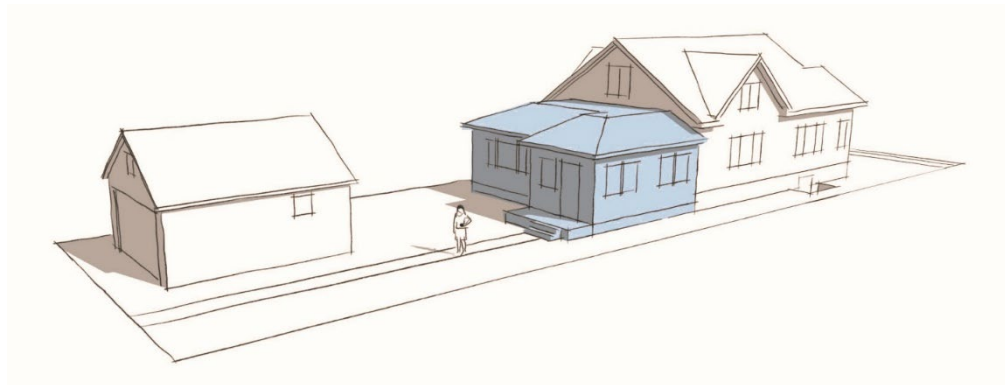
§ 160.012 DEFINITIONS.

DWELLING UNIT, ACCESSORY. A dwelling unit that is located on the same lot as a single-family dwelling to which it is accessory to, and is internal or an addition onto the principal dwelling, or detached from the principal dwelling.

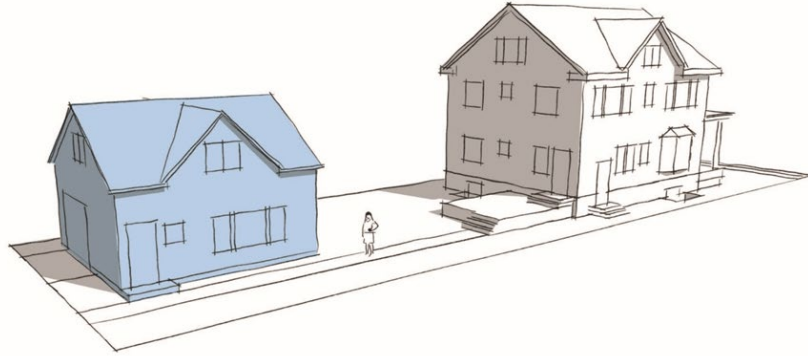
§ 160.088 CONDITIONAL USES.

The following are conditional uses in an R-1 District (requiring a conditional use permit based upon procedures set forth in and regulated by §§ 160.450 through 160.452 of this chapter):

(H) Accessory Dwelling Unit (addition or detached)



Accessory Dwelling Unit (addition)



[Accessory Dwelling Unit \(detached\)](#)

- (1) One accessory dwelling unit may be located on a lot occupied by a single-family home. The lot must comply with minimum dimensional standards. The accessory dwelling unit shall be located within an addition onto an existing single-family home, or may be detached from the home;
- (2) The single-family home or the accessory dwelling unit shall be occupied by the property owner. The property shall be homesteaded;
- (3) An accessory dwelling unit shall have a minimum gross floor area of 300 square feet and a maximum gross floor area of 800 square feet. The exterior design of the accessory dwelling unit shall be consistent with the character of the single-family home;
- (4) A minimum of one-half off-street parking space shall be provided for the accessory dwelling unit;
- (5) Accessory dwelling units shall be licensed as a rental dwelling, and comply with Ch. 119 of this code of ordinances;
- (6) Accessory dwelling units shall use the same water and sanitary sewer connections, and water meter as the single-family home;
- (7) Accessory dwelling units with an exterior entrance different than the single-family home's shall have a different address (such as, 2401-A). Addressing shall be compliant with §§ 150.020 through 150.022 of this chapter.
- (8) If the mailbox post is owned and maintained by the city, then the property owner shall reimburse the city for any alterations or replacement; and
- (9) Property owner is responsible for additional quarterly utility fees upon creation of an accessory dwelling unit, to include the following: sewer service charge; surface water management utility fee; and street lighting utility fee.

SECTION 2. In accordance with Section 3.07 of the City Charter, City staff shall have the following summary printed in the official City newspaper in lieu of the complete ordinance:

On August 28, 2023, the City Council adopted Ordinance 1004 that amends Chapter 160 of the Mounds View City Code, relating to Conditional Uses in the R-1 Single-Family Residential district.

A printed copy of the ordinance is available for inspection during regular business hours at Mounds View City Hall and is available online at the City's website; www.moundsviewmn.org.

SECTION 3. This ordinance shall take effect and be in force 30 days from and after its passage and publication, in accordance with Section 3.09 of the City Charter.

Introduction and First Reading by the Mounds View City Council on August 14, 2023

Second Reading and Adoption by the Mounds View City Council on August 28, 2023.

Publication Date: September 1, 2023.

Adopted this 28th day of August, 2023.

ATTEST:

Gary Meehlhause, Acting Mayor

Nyle Zikmund, City Administrator

(SEAL)



Home + home

Twin Cities

ADU Guidebook

FOR HOMEOWNERS

ADU:

ACCESSORY
DWELLING
UNIT



**FAMILY HOUSING
FUND**

illuminating solutions. sparking change.
PHFUND.ORG





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Introduction



In this section you will...

- Learn how to use this guidebook.
- Learn what an ADU is.
- Discover the different types of ADUs.
- Find answers to common questions.



Home + home: Are you interested in building an Accessory Dwelling Unit (ADU) and creating another home in your little corner of the world? ADUs have existed historically throughout the Twin Cities, providing important space to rent out for extra income or to meet other household needs. As the metropolitan region grows and changes, homeowners and city planners alike are rediscovering the benefits of ADUs and the role they play in meeting our housing needs. Still, a homeowner thinking about building an ADU can be uncertain about where to start. This guidebook can help make your ADU dreams a reality.

How to Use this Guidebook

This guidebook is organized in two sections:

A. GET INSPIRED. Learn about the benefits of ADUs and see the ADU experiences of real Twin Cities families.

B. HOW TO BUILD AN ADU. Learn the basics of ADU development, from start to finish.

This guidebook is a resource to help you get started, but it cannot replace the knowledge and experience of local designers, builders and planners. The size and shape of your property, the rules of the city you live in, your budget and your own design needs and preferences will make your ADU-building experience unique.

What is an Accessory Dwelling Unit?

An ADU is a self-contained residential unit with its own living room, kitchen and bathroom.

ADUs are known by many names: carriage or coach houses, accessory apartments, garden apartments, mother-in-law suites, granny flats, backyard cottages and secondary dwelling units. Whatever it is called, an ADU is smaller than the primary or main house on the same lot.



An ADU is a self-contained residential unit with its own living room, kitchen and bathroom.

PHOTO CREDIT: Jill Greer photography



self-contained
it with its own
kitchen and

ADUs ARE ALSO KNOWN AS:

Backyard Cottages	Garden Apartments	Accessory Apartments	Mother-in-law suites	Granny Flats	Secondary Dwelling Units	Carriage Houses
-------------------	-------------------	----------------------	----------------------	--------------	--------------------------	-----------------

How are ADUs different from duplexes?

While they share some similarities, ADUs are generally differentiated from duplexes (two-family houses) in their size, construction timing and use. City building and zoning laws often treat the two housing forms differently.

- An ADU is smaller than the main home. Units in duplexes are usually about the same size.
- Duplexes are usually in the same building, but ADUs can be located within, attached to or detached from the main home.
- Duplexes are usually built as one construction process; ADUs are often built after the main home is completed.
- ADUs are designed as flexible housing and can generate rental income, house multigenerational families or serve other uses.

Could a tiny house be an ADU?

Most tiny houses on the market are set on trailers and have wheels. These are categorized as Recreational Vehicles (RVs) and are usually not allowed as a permanent living space. However, if a tiny house meets residential building standards, is placed on a permanent foundation and is connected to utilities, it could be considered an ADU. Ask your city's building department to learn more.

A historic form of housing

Although there is a recent resurgence of interest in ADUs, they are actually a historic form of housing that was common in the Twin Cities before World War II. For example, in the Frogtown neighborhood of St. Paul, new immigrants would commonly build an alley house in the back of their lot while saving to build a larger home in the front (McClure 2018). Many carriage houses (living quarters located above garages) were built alongside larger homes and are still used for housing today. Some modest single-family homes included attic or basement apartments that helped to house larger city populations in the early- and mid-20th century.



Coach house at Minnesota Governor's Residence.

PHOTO CREDIT Minnesota Department of Administration

Types of ADUs

There are three basic types of ADUs:

Internal

ADUs are located within the structure of the main house, for example, a converted basement or attic. These are generally the least expensive to build.

Attached

ADUs share one or more walls with the primary house. These ADUs are commonly constructed as additions or conversions of attached garages.

Detached

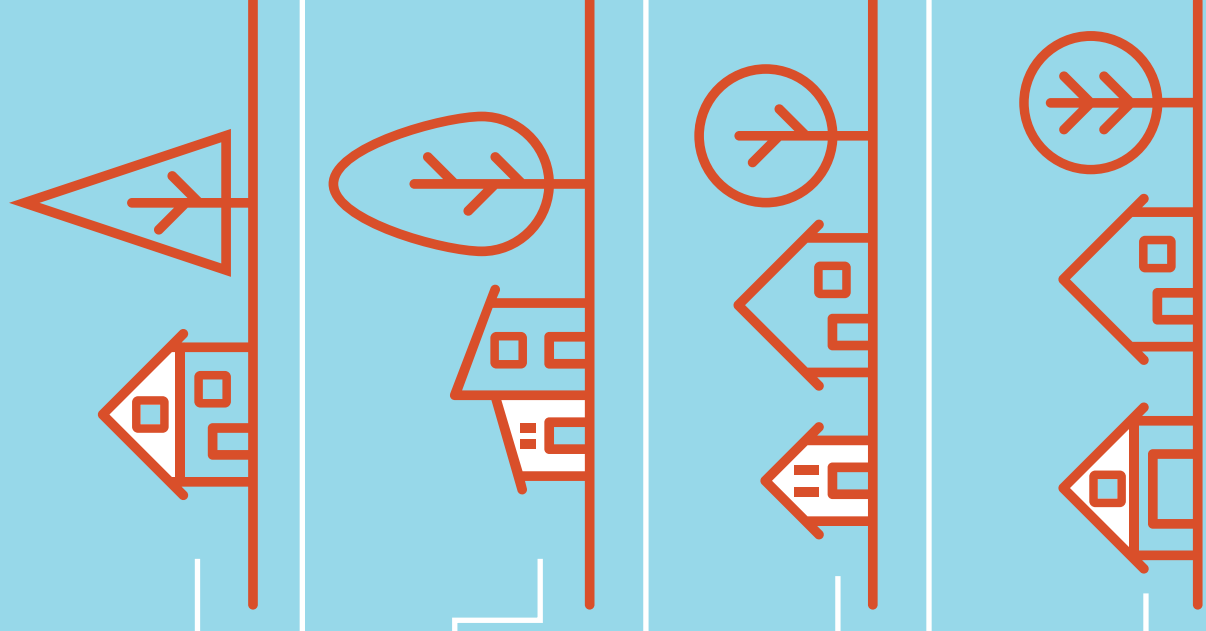
ADUs are the most visible type of ADU. They are typically the most expensive to build and include freestanding backyard structures, detached garage conversions, same-level additions to a detached garage or above-garage units.

Is the usable space above my garage, in my basement, or in my attic an ADU?

If the space has a living area, a kitchen, a bathroom and its own entrance, it may be an ADU. ADUs must also meet certain residential building code requirements, so check with your local planning office. See also Legalizing an Existing ADU on page 38.

Is a granny pod an ADU?

In 2016, the Minnesota Legislature approved a definition of “Temporary Family Health Care Dwellings,” the backyard dwellings sometimes called “granny pods.” The statute defines them as mobile residential dwellings or providing care for a mentally or physically impaired family member. Most Minnesota cities do not allow these temporary care dwellings, and they are treated differently from ADUs in local code (Bekker 2016).



What type of ADU works best for you?

As you go through this guidebook, return to this question and consider which type of ADU best fits your goals and budget. Local regulations may limit which type you can build.



Am I allowed to build an ADU? **28**

How do I legalize an existing ADU? **38**

How do I pay for it? **36**

How long does it take? **26**

FREQUENTLY ASKED QUESTIONS

How do I get started? **28**

How do I find an architect and contractor? **34**

How do I become a landlord? **42**

Where can I learn more? **44**

GET INSPIRED: ADDU



Stories

In this section you will...

- Learn about the benefits of ADUs.
- Read the stories of other local homeowners who have built them.



Benefits of ADUs

Building an ADU offers many benefits for you and your neighborhood. ADUs are flexible and can serve many purposes over time. While every home's story is unique, here a few examples.

ADU



EXPANDING HOUSING OPTIONS

An ADU can have a positive effect on your community. ADUs provide more housing options in neighborhoods that are already built out, which can help relieve the growing demand for housing in a way that does not alter the character of existing neighborhoods.



EARNING INCOME

Depending on the circumstances, rental income may make it possible to cover the cost of monthly loan payments and, over a number of years, pay back the initial cost of the ADU's construction. Even when financial returns are not a primary motivation, earning rental income might make it possible to work part-time, stay home with a child or save for a major expense.



AGING IN PLACE AND DOWNSIZING

Some people move into the ADU while their adult children move into the main house, or they rent out the main house for extra revenue in retirement.

Benefits



HOUSING FRIENDS, FAMILY AND CAREGIVERS

ADUs can provide important independent living space for friends, family members and caregivers.

Many homeowners are motivated to build their ADU to provide a combination of in-home care and independent living for a family member. The cost of ADU construction and maintenance may be comparable or less expensive than some assisted-living or skilled-nursing facilities, with the added benefit of keeping a loved one close by.

REDUCING ENVIRONMENTAL IMPACTS

ADUs tend to be environmentally-friendly simply because they are smaller and use less energy for heating, cooling and light (Stephan and Crawford 2016). Energy-saving designs can be incorporated into an ADU, further lowering its environmental impact. ADUs may help reduce transportation-related environmental impacts when they are located near employment centers and established public transit routes.

A 2014 study found that ADU residents in Portland were less likely than other residents to own cars (Brown and Palmeri 2014).

The case studies that follow profile real Twin Cities residents at different points along their ADU journeys—from initial planning and visioning, to construction, to completion.

ADU Under Consideration

Getting Started



TYPE
Detached

STATUS
Early planning

SIZE
TBD

BEDROOMS
TBD

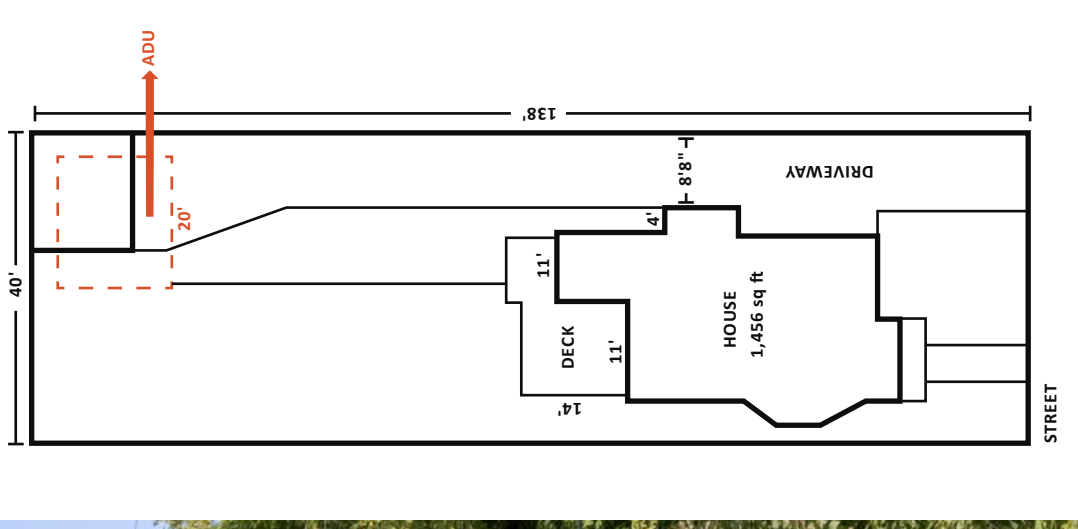
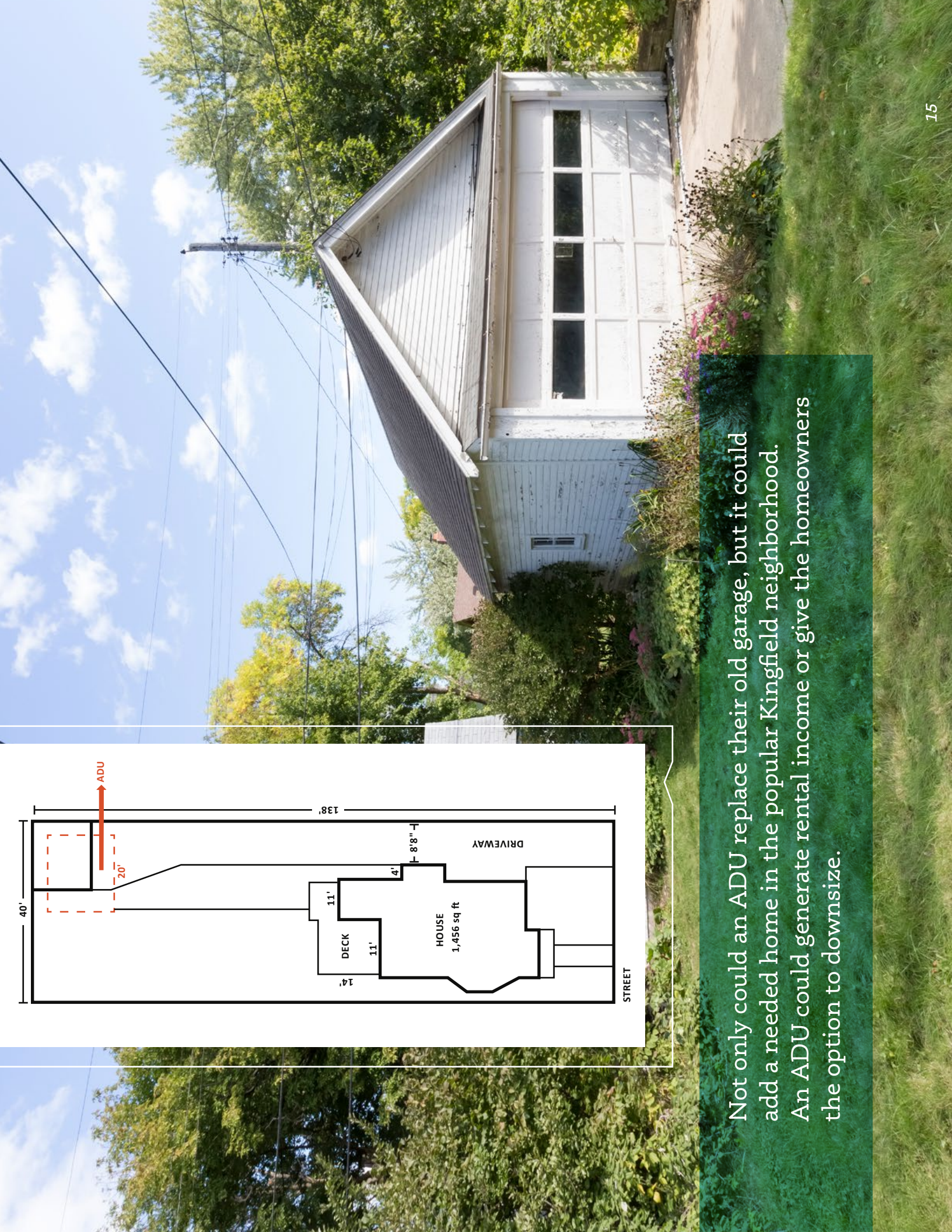
BUDGET
TBD

The old garage in Megan and Rob's backyard had seen better days. With no need for enclosed parking, they were hoping to put it to better use. Inspired by the tiny-house movement, Megan and Rob started looking into the possibility of building a detached backyard ADU on their roughly 5,000-square-foot lot. Not only could an ADU replace their old garage, but it could add a needed home in the popular Kingfield neighborhood. An ADU could generate rental income or give the homeowners the option to downsize.

Megan and Rob had many questions at the beginning, including what information they would need to get started. After doing some research online and sketching out a few layout ideas for the ADU, Megan and Rob scheduled a pre-application meeting with Minneapolis city planning staff. This free service allows city residents to ask planning staff questions and learn about applicable regulations and the permitting process.



After going over the general permitting process, planning staff members answered some of Megan and Rob's questions about their specific property, helping them think through how height limits and parking requirements would apply to their project. With this initial information in hand, Megan and Rob are starting to save for their project and preparing to take the next steps toward their ADU.



Not only could an ADU replace their old garage, but it could add a needed home in the popular Kingfield neighborhood. An ADU could generate rental income or give the homeowners the option to downsize.

CASE STUDY

The case studies that follow profile real Twin Cities residents at different points along their ADU journeys—from initial planning and visioning, to construction, to completion.

DIY

ADU



TYPE

*Interior,
basement*

STATUS

*Under
construction*

SIZE

702 sq. ft.

BEDROOMS

2

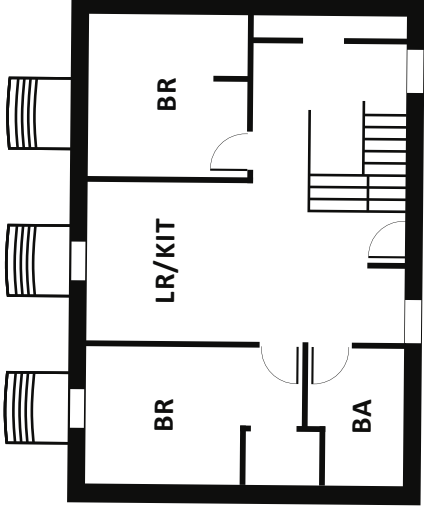
BUDGET

\$80,000

Mike started his ADU journey when his father, Dallas, decided to downsize and sell his home in St. Paul. Mike researched multigenerational living options and decided to build an internal ADU by converting the basement in his south Minneapolis home into an apartment for Dallas.

Mike took on the work of being the designer and general contractor for the ADU. He used software to model the design and then drafted plans to submit for the city permit application. Mike's design features a spacious two-bedroom unit with lots of natural light. This arrangement will allow Mike and Dallas to stay close while maintaining their own personal space.

After a few rounds of revisions, Mike's plans were approved and, with building permit in hand, he quickly got started on construction. Mike hired subcontractors to help with specialized work but



did most of the project himself. Dallas and Mike's brother have pitched in, too. While self-managing the project has extended the timeline, it has also saved money, and the new ADU is starting to take shape.

Once completed, their DIY ADU will serve as a place for Mike and Dallas to call home for years to come. Dallas says, "We've always been close, but working on this project has brought us even closer together."



“We’ve always been close, but working on this project has brought us even closer together.”

The case studies that follow profile real Twin Cities residents at different points along their ADU journeys—from initial planning and visioning, to construction, to completion.

A Dream to Downsize



TYPE
*Detached,
above garage*

STATUS
Complete

SIZE
528 sq. ft.

BEDROOMS
Studio

BUDGET
\$225,000

BUILDER
*White Crane
Construction*

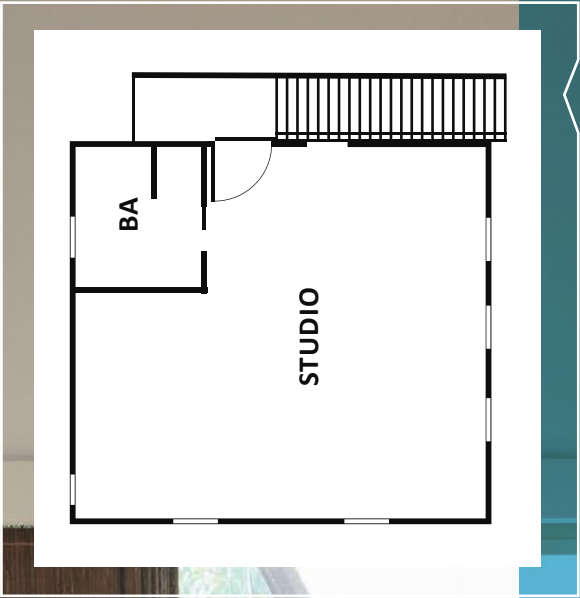
Cate and Jason loved their neighborhood near Minnehaha Creek in Minneapolis but yearned to downsize when their kids left for college. They initially planned to sell their home and move, but then they came up with a better solution: building a new unit in the backyard that they could live in while renting out their main house.

After looking into various options, including prefabricated modular designs, Cate and Jason decided to pursue a traditional site-built ADU above a two-car garage.

Cate and Jason hired a design-build firm that took them through the process from initial design to city permitting and construction. They learned that they would have to tear down their existing garage and build a new structure with frost footings in order to meet the building code. Still, they were able to cut costs by reusing their old garage door and performing some work themselves, such as ordering the appliances and painting the interior.



The completed ADU, sitting in a shaded backyard, features an open layout with new appliances and an in-unit washer and dryer. Cate and Jason plan to rent it for a few years until they are ready to move in and fulfill their dream of downsizing.



Curious about the difference between prefabricated and traditional construction? See page 32.

The case studies that follow profile real Twin Cities residents at different points along their ADU journeys—from initial planning and visioning, to construction, to completion.

ADU

in the Family



TYPE
Attached

STATUS
Complete

SIZE
540 sq. ft.

BEDROOMS
1

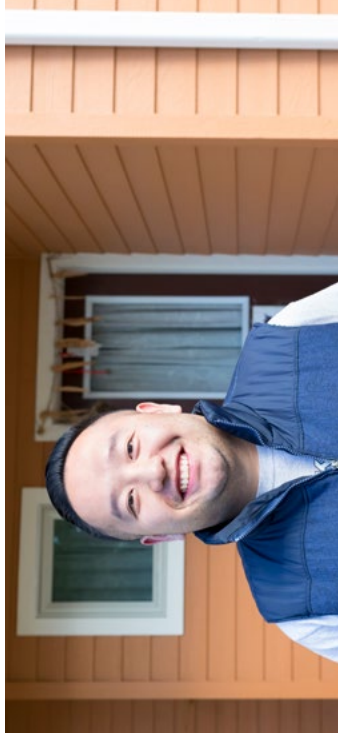
BUDGET
*\$40,000
part of total
development cost*

Fue Lee's family had always envisioned multigenerational living when they were on the hunt for their first house.

Working with the City of Lakes Community Land Trust (CLCLT), the Lee family had the opportunity to buy one of the very first homes in Minneapolis developed with an attached ADU.

The brand new home they purchased in the Lind-Bohanon neighborhood has the perfect layout for their close-knit family. Fue and two of his adult siblings live in the main house. His parents have their own private space in the first-floor ADU.

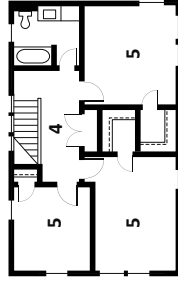
The house is designed for flexibility. While the Lees have no plans to move, any family that buys the house in the future could choose to rent out the attached unit for extra income.



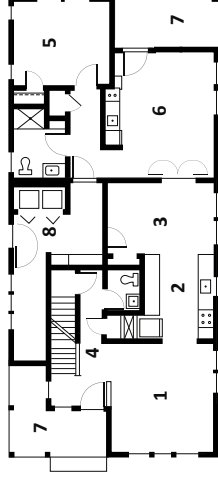
Responding to demand from its members, the nonprofit CLCLT has recently built two more multigenerational homes with ADUs. Thanks to the community land trust model, all of these homes will remain affordable for future generations of new homebuyers.

Thanks to the community land trust model, all of these homes will remain affordable for future generations of new homebuyers.

CREDIT Mahtle Peichel Architecture and Design, LLC



SECOND FLOOR PLAN



FIRST FLOOR PLAN

The case studies that follow profile real Twin Cities residents at different points along their ADU journeys—from initial planning and visioning, to construction, to completion.

Flexible for the Future



TYPE

*Detached,
above garage*

STATUS

Complete

SIZE

624 sq. ft.

BEDROOMS

1

BUDGET

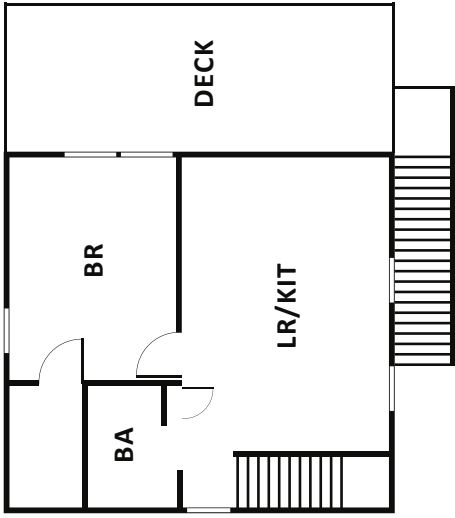
\$125,000

When Eric & Chrissi

purchased their home near a Green Line station in the Hamline-Midway neighborhood of St. Paul, they knew from the start that the house's detached garage didn't meet their needs. As they made plans to replace it, they heard from a friend about a new ordinance that gave them the option to build an ADU. Eric and Chrissi started to envision all the ways an ADU could benefit them in the future and met with a designer to develop a plan for a one-bedroom unit above a new two-car garage.

Eric and Chrissi liked the idea of having a flexible space to support more community-oriented living while still maintaining the privacy of their main home. Their ADU could be a place to host friends and family, and it could potentially generate rental revenue that would make it possible for one of them to stay home with a future child.

With experience in home remodeling, Eric decided to become the general contractor for the project. He worked full-time for six to seven months to



complete the construction of the ADU, hiring subcontractors for electrical and plumbing work. Chrissi led the interior design work, and friends and family members also helped.

Eric is pleased with the solution they arrived at for connecting water and sewer lines from the ADU to the main lines in the street. Instead of the traditional method of digging an open trench, the lines were installed through an underground, lateral drilling process that preserved more of their existing landscaping and was about one-third less expensive than trenching. Eric and Chrissi also designed the ADU for energy efficiency and for compatibility with photovoltaic panels, so that it can run mostly on solar energy.

Now that the ADU is complete, Eric and Chrissi's friends and family tell them it does not look at all like what they imagined as a "garage apartment"—the unit is spacious and feels like a home. Eric and Chrissi rent their bright, modern ADU at an affordable price to a student at a nearby university.



Eric and Chrissi's friends and family tell them it does not look at all like what they imagined as a "garage apartment"—the unit is spacious and feels like a home.

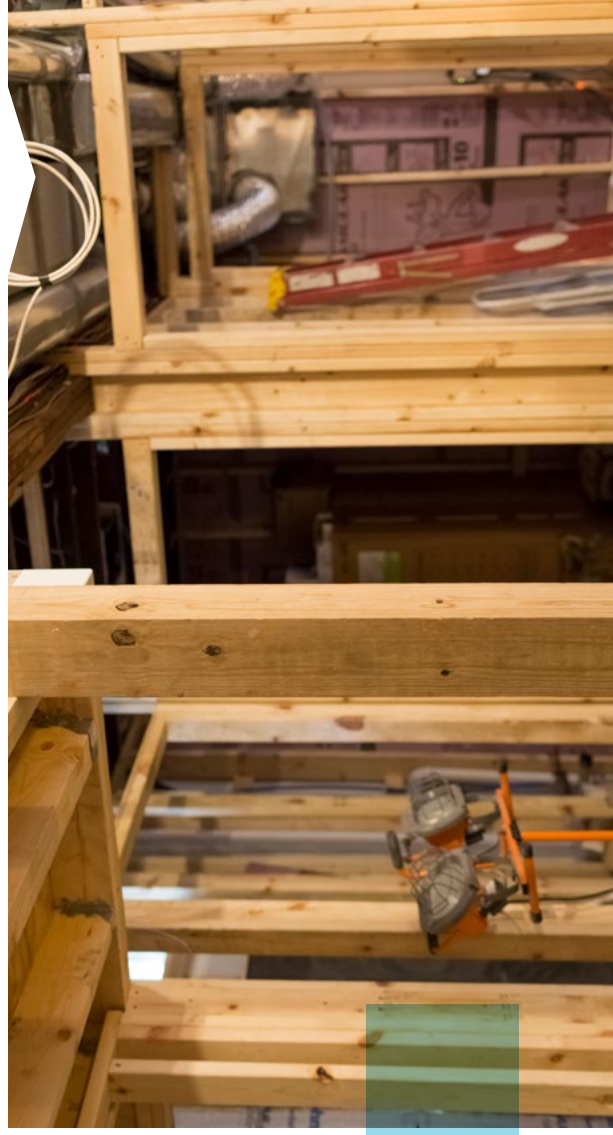
GET EDUCATED: *How to Build*



an ADU

In this section you will...

- Learn the basics of ADU development, from start to finish.



Inspired? The following pages will walk you through the basics of getting started and what to expect as you explore an ADU project.

1. Research..... p28
2. Design ideas p32
3. Team selection p34
4. Finances p36
5. Permits p38
6. Construction p40
7. Move-in p42




3 TEAM SELECTION

- Learn about types of development teams.
- Find out what information to prepare when contacting a company.
- Review suggested considerations for hiring a company and signing a contract.



2 DESIGN IDEAS

- Consider your goals and design options together.
- Work on your own or with a designer to sketch out your ADU.

 There are printable worksheets for this step.



1 RESEARCH

- Clarify your goals.
- Determine if an ADU is allowed on your property.

 There are printable worksheets for this step.

Process Overview

From Point A to Point ADU



Print out the included worksheets along the way, and start putting pencil to paper.



5 PERMITS

- Review the steps involved in a typical permitting process.
- Learn why it's important to permit an existing ADU.

4 FINANCES



- Learn about resources to help you make an informed decision.
- Learn about potential financing options.

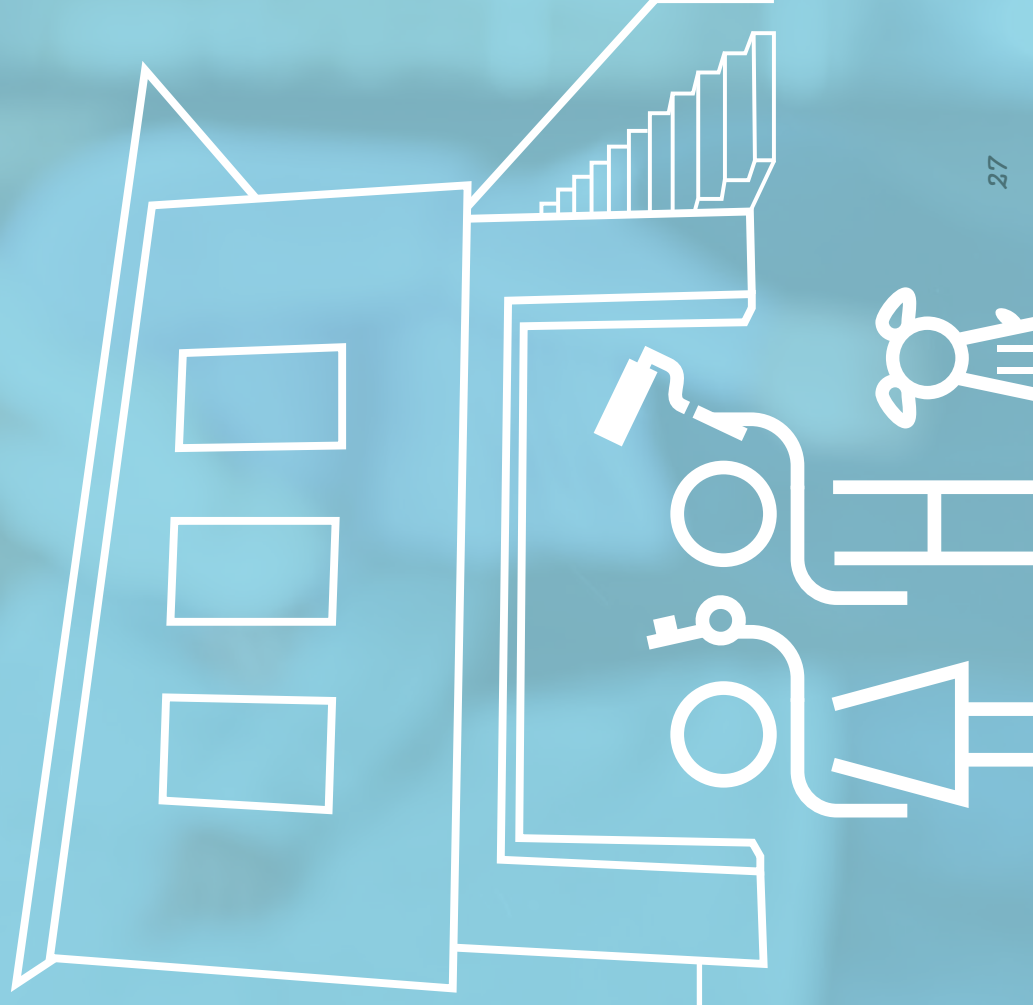
6 CONSTRUCTION



- Learn what to expect during construction.
- Understand your responsibilities.

7 MOVE IN!

- Find resources on how to be a landlord.



What story will your ADU tell?

In this step you will...

- Clarify your goals.
- Determine if an ADU is allowed on your property.

An ADU will become part of the story you tell about your life. But what role will it play? Will it help bring your family closer together? Provide a financial cushion? Both?

Determine if an ADU is allowed on your property

One of the first things you'll need to do is determine whether the ADU you envision is allowed on your property. There are three ways you can do this:

1. Enlist your designer

If you already have a designer or contractor in mind, enlist their help.

2. Check online

Many cities and counties have web links to city codes, zoning maps and property information on their websites.

3. Ask a city planner

This is the most direct way to get up-to-date information about what will be allowed on your property. You can get help from most cities by calling or visiting the planning department. If your city does not have a planning department, ask a representative to connect you to a staff member who is knowledgeable about land use, zoning or building permits. Tell the staff member that you are interested in building an ADU and want to know if it is allowed on your property. Also ask about the types of ADUs allowed and how big and tall they can be. The answers will affect your ADU design decisions.

DISCLAIMER

Laus and processes are subject to change, and vary between cities, so be sure to consult with your local planners or other knowledgeable professionals as you move forward.



TIP Note that information you receive from your city at this stage is preliminary. Some properties have unique circumstances that can affect the outcome of decisions, but these may not be revealed without the thorough process that a formal application provides. The city staffer assigned to your application will work with you to provide solutions to issues that arise.

TIP You can find a list of cities in the region that allow ADUs, along with their contact information, at the end of this guidebook.

RESEARCH

- In this step you will...
- Clarify your goals.
 - Determine if an ADU is allowed on your property.

My Property Information

ADDRESS:

PROPERTY IDENTIFICATION (PID) NUMBER:

ZONING:

BUILDING TYPE:

single-family, duplex, other

YEAR BUILT:

LOT SIZE:

LOT COVERAGE:

GROSS FLOOR AREA:

UNIQUE CHARACTERISTICS, IF ANY, OF YOUR LOT:

LOT COVERAGE CALCULATION

5,000 sq. ft. x 45% = 2,250 sq. ft. - 1,500 sq. ft. = 750 sq. ft.

LOT SIZE

MAX. ALLOWED LOT COVERAGE %

MAX. BUILDING FOOTPRINT ALLOWED

EXISTING BUILDING FOOTPRINT

POTENTIAL FOOTPRINT FOR ADU (if not otherwise restricted)



Print these pages and use the worksheets to determine what's allowed on your property.

Suggested Questions

Is an ADU permitted on my property?

What types of ADUs are allowed? (attached, detached, internal)

Where can it be located? (required setbacks)

A setback, or required yard, is an amount of space required between two structures, or between a structure and a property line or utility line.

ADU design constraints:

How big can it be?

How small can it be?

How tall can it be?

What is the required ceiling height?

Where can the entrance be located?

If an internal ADU, are the existing stairs and windows adequate?

Is owner-occupancy required? If so, how is it defined and enforced?

Owner-occupancy: Many cities in the region require you to live in either the main house or the ADU and will require filing a covenant with the county recorder. Some, but not all, cities further define owner-occupancy to say how many days out of the year the owner must reside there. If you think you might live somewhere else temporarily, be sure to ask about these requirements and any associated fees.

What will be the address of the ADU?

Some cities require the ADU to have a separate address while others forbid it. Be sure to understand your city's rules.

What are the parking requirements?

What are the requirements for water and sewer hook-ups?

What fees should I expect?

How much work am I permitted to do and what is required to be done by a licensed subcontractor?

How does the permitting process for ADUs work?
(see also Permitting on page 38)

TIP Take photos of the exterior of the house and of the site where you want to locate your ADU.

DESIGN IDEAS

Considerations

While you may already have a vision of what your ADU will look like, it is important to spend some time thinking about function. How will the design of the ADU meet your short-term and long-term objectives?

Bedrooms

The number of bedrooms should reflect who you think will spend time there. Studios are attractive for their open and flexible space, but designated bedrooms offer more privacy. Units with designated bedrooms usually rent at a higher price, but they could be more expensive to build.

Universal design & accessibility

A home built with universal design means that anyone, regardless of age or ability, can live there comfortably. In addition to ensuring that there is easy access to the unit without stairs, universal design features include pull-out lower drawers, level-entry showers, lower countertops and raised electrical outlets. Building to universal design standards is a smart way to ensure the ADU will meet your needs over time.

Access

Think about how ADU residents will get to their front door. At a minimum, you'll need to provide them a stable, well-lit path. Your city may have regulations that specify where you can place the ADU entrance.

Finished materials

While you don't need to make decisions yet, keep in mind that the materials you use will affect your budget. A designer can provide cost estimates. You might also be able to save money by reusing some materials. Be aware that some selections, like doors and appliances, might affect the design of the ADU.

Environmental

You can reduce environmental impacts and save on energy costs through the layout and materials that you choose for your ADU. For instance, you can use recycled materials, insulate well and place windows in locations that will take advantage of the sun's location throughout the year. You can also incorporate solar panels so that the ADU can generate its own energy. Work with your development team to understand what's possible.

Traditional or prefabricated construction

In addition to the many design choices you have for your ADU, you also can choose whether to build your ADU using traditional "stick-built," on-site construction or some form of prefabricated assembly. Factory-built, modular, panelized and other newer construction technologies are increasingly available, and in some situations can reduce your costs or the time it takes to build. You might also be surprised by the high quality. If you are interested in a prefabricated method, consider how the building will be delivered to your lot, the delivery costs and what site-preparation work will be required.

In this step you will...

- Consider your goals and design options together.
- Work on your own or with a designer to sketch out your ADU.



Print this page and sketch your ADU floor and site plans.

TIP Chances are you've already come across many inspiring designs either online or perhaps in your own neighborhood. Use an old-fashioned scrapbook or an online service to help organize these inspirations so you can refer to them later or use them to convey to your designer what resonates with you.

Building a team

ADU it yourself? This section is primarily aimed at homeowners with little or no experience in construction or construction management. Homeowners who feel comfortable managing the development of their ADU may still find some helpful tips to keep in mind when hiring subcontractors.

In this step you will...

- Learn about types of development teams.
- Find out what information to prepare when contacting a company.
- Review suggested considerations for hiring a company and signing a contract.

Types of Companies and Their Roles

There are a number of ways homeowners can get the help they need to design and build their ADU. Most homeowners choose one of three types of development teams:

ARCHITECT + CONTRACTOR/BUILDER: The homeowner hires an architect to complete the design of the ADU and then hires a contractor/builder to construct it.

DESIGN-BUILD FIRM: The homeowner hires a design-build firm that will, as the name implies, design and build the ADU.

DIY: The homeowner acts as the general contractor, coordinating the overall project and hiring subcontractors for specialized work. Remember, while being your own designer and/or general contractor can save money, it is an involved process and will likely add to your overall timeline, especially if you cannot devote yourself to it full time. Consider, too, that professionals often bring problem-solving skills that save time and money.

A homeowner may also specifically look for designers and builders who specialize in modular or prefabricated-construction methods. A homeowner typically works with an architect to revise an existing ADU design template and the builder arranges for shipment of the building components, prepares the site for delivery and completes finishing touches.



What to Prepare

There are a few basics you'll want to prepare before contacting designers and builders.

GOALS: First, go back to Step 1 to review your goals. Understanding your goals will help your architect create a design that's right for you.

BUDGET: Next, you'll want an initial budget. The cost of ADU construction can vary dramatically (for example, from \$10,000 to \$350,000) depending on ADU type, site and finishes. Your builder or architect can help narrow the price range. The financing available to you will also help determine what you can afford (See Step 4).

SUPPORTING INFORMATION: Bring along your property information, a survey and any sketches you made in Step 2 to share with potential architects or builders.

Hiring a Team

An ADU is a long-term personal investment for most homeowners, so it is important to have a development team that understands your vision and with whom you can communicate well. Below are key questions to help you choose a design and development team. Be sure to get bids from multiple designers and builders.

COST AND SERVICES: What will the firm charge and what services are included?

CREDENTIALS: Has the firm built other ADUs, or completed remodels or new construction at a similar scale? Does it have experience with your municipality's permitting process? Always verify professional licenses and business addresses:

- for contractors
- for architects, designers and engineers

COMMUNICATION AND PROCESS: Do you feel that you are being heard and are you receiving responses in a timely manner?

Signing a Contract

When you've decided which firm(s) you want to hire, a final contract should detail the work they will do and all costs. The contract is a legal promise by both you and the company to complete the tasks outlined within it. The contract is a foundation for good communication between you and your team.

Make sure everything that you discussed is included in the contract. For example, if you are building an above-garage ADU and want to reuse your old garage door, make sure that's noted. You have the right to add or modify elements of the contract, even after it is signed, by using a change order.

TIP The following is a helpful list of what your contract should include:

- contractor's license number, name and address
- total project cost and payment schedule
- start date and timeline
- list of work to be accomplished and materials to be used
- work (if any) to be subcontracted
- specific terms about what constitutes substantial "completion of work"
- the terms of warranties
- a provision requiring the contractor to obtain lien releases from all subcontractors and suppliers (to protect the homeowner if a subcontractor claims they were not paid)
- a cancellation penalty (if any)
- plan for cleanup and removal of material and debris
- any special requests (such as saving scrap lumber or bricks)
- requirements for protecting property and landscaping
- areas where materials may or may not be stored
- any instructions regarding children or pets

Financing Considerations

In this step you will...

- Learn about resources to help you make an informed decision.
- Learn about potential financing options.

Obtaining financing is often the greatest challenge homeowners face in trying to build an ADU. That's because the upfront cost can be large and there are not many financial options specifically tailored to this type of development yet. Typically, homeowners use their own savings, a loan or some combination of those sources to finance their ADU.

Here is an overview of some basic considerations and available resources to help you manage or lower your costs.

Making an informed decision

Before making big financial decisions, it's a good idea to seek advice from an independent homeownership expert. One option in Minnesota is to contact a member of the non-profit Homeownership Advisors Network. Advisory services are available to households of all income levels.

Remember that you don't have to get a loan from the first lender you meet. Be prepared to seek quotes from several different lenders to see which can offer you the best rate and/or terms.

Building an ADU may raise your property taxes because it will add value to your home, and rental income may affect your income taxes. The specific impacts will be unique to your home and circumstances. Be sure to consult with a qualified professional tax advisor.

Financing Sources & Resources

SPECIALIZED PROGRAMS

The Minnesota Homeownership Center offers a Rehab and Repair Program Matrix that outlines renovation loan programs available by region in the state, some of which may be targeted to specific household income levels:

www.hocmn.org/resources-for-homeowners/

Minnesota Housing, a state agency, offers home-improvement loans that could be used for ADU projects, in partnership with lenders throughout the state:

www.mnhousing.gov

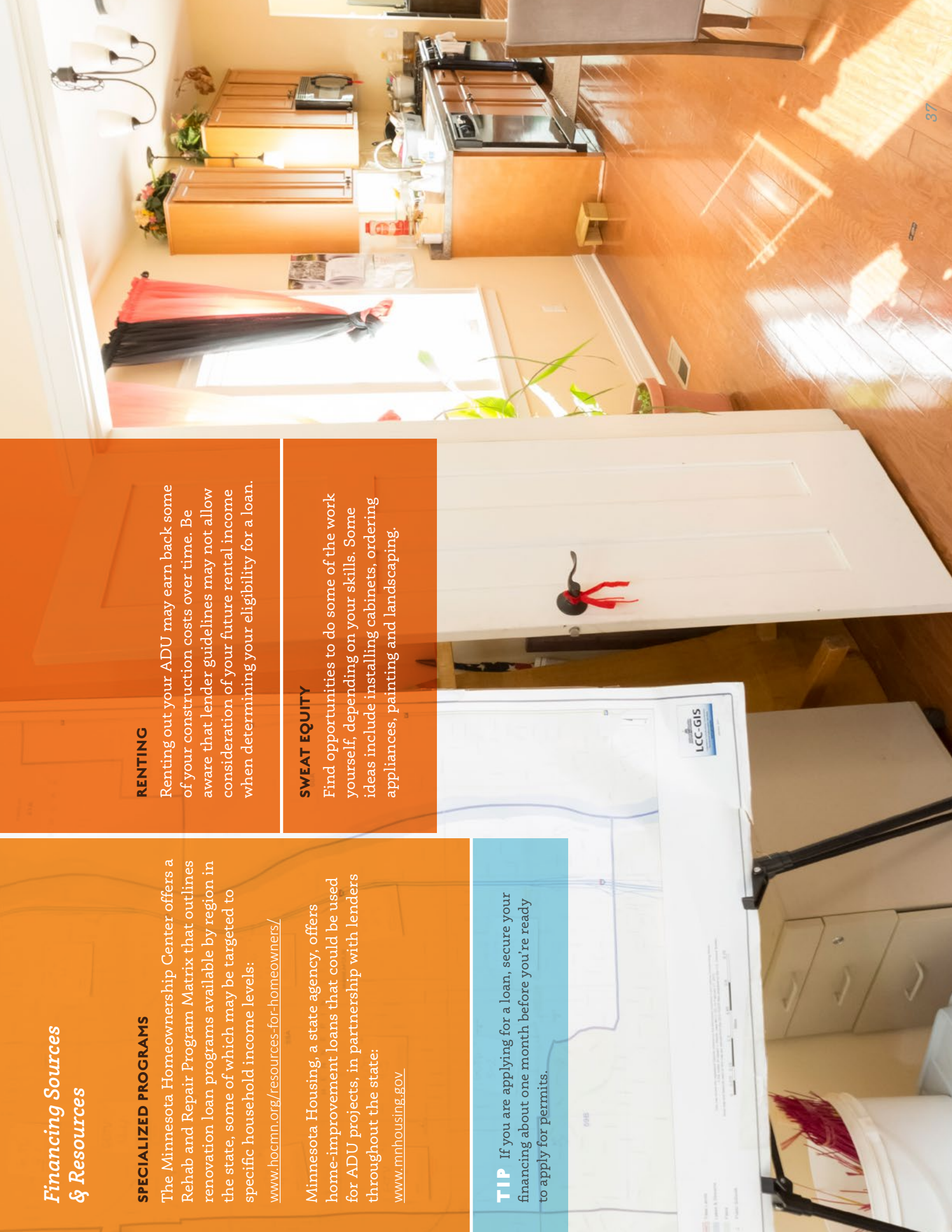
TIP If you are applying for a loan, secure your financing about one month before you're ready to apply for permits.

RENTING

Renting out your ADU may earn back some of your construction costs over time. Be aware that lender guidelines may not allow consideration of your future rental income when determining your eligibility for a loan.

SWEAT EQUITY

Find opportunities to do some of the work yourself, depending on your skills. Some ideas include installing cabinets, ordering appliances, painting and landscaping.



Permitting

Process Overview

In this step you will...

- Review the steps involved in a typical permitting process.
- Learn why it's important to permit an existing ADU.

Prepare and Submit Your Application

Once all your application materials are ready, submit them to the appropriate department (usually the planning department) and, if applicable, pay the application fee. After receiving the application and payment, city staff will conduct an initial review to make sure your application is complete before sending it forward for review.

Revisions

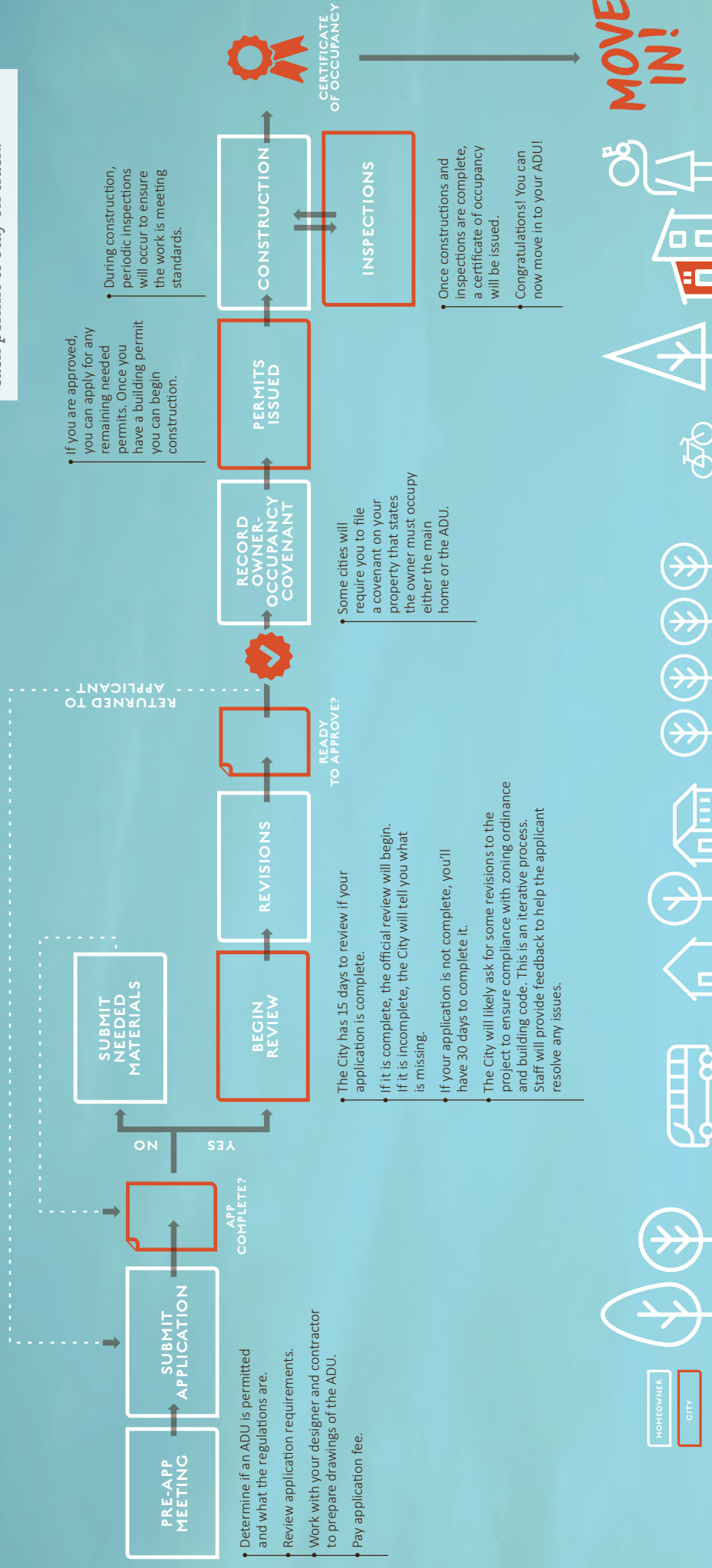
One or more of the city departments reviewing your application will likely request revisions. Revisions are a normal and expected part of the permitting process. There may be several rounds of revisions before your application is approved.

Permitting an Existing ADU

The easiest way to add an ADU to your property is to get a permit for the one you already have! If you're lucky enough to already have an ADU in your home, or a space that could be converted to an ADU (for example, a basement suite with a mini-bar), find out if you're legally required to have a permit for it. In some jurisdictions, an unpermitted ADU is illegal. Expect that you may need to upgrade some safety measures, such as smoke detectors, or make other improvements to bring your ADU up to code. Check with your city staff to determine what you need to do.

TIP

After meeting with the relevant city staff, create a checklist of requirements and due dates for each permit to stay on track.



This diagram illustrates a typical permitting process in Minneapolis, where permits are approved by staff in the planning department. Some municipalities require the permit to be approved by a body such as a planning commission or city council. Use this diagram as an example when visiting the planning counter to gain a better understanding of how your city's permitting process works and how long each step usually takes. Be sure to clarify with your development team which steps in the process they will lead on your behalf.

Permit in hand you're ready to build!

In this step you will...

- Learn what to expect during construction.
- Understand your responsibilities.

Preparing for disruption

Part of the process of building an ADU is preparing yourself mentally for the disruption that occurs during any construction project. Construction typically lasts from a few months to a full year, during which time workers will have access to your property. There will likely be instances where the construction will reach into places that you use on a normal basis, such as a driveway, yard or basement. Talk about these details with your builder to understand what to expect.

Your responsibilities

While it may feel as though you're in the backseat during construction while working with a contractor, there are many important responsibilities that you need to fulfill. You'll need to:

- Monitor the work to make certain it's progressing according to schedule and that the work quality is high.
- Make decisions in a timely manner when questions arise.
- Ensure that required inspections are occurring.

NOTE: Inspections are usually coordinated by the builder, but it is still your responsibility to confirm that they are performed.





TIP

Refer back to p.35 for more information about working with contractors.

TIP

Remember to update your property insurance to include the completed ADU.

Move in!

Construction is complete!

In this step you will...

- Learn what you must do before renting out your ADU.
- Find resources on how to be a landlord.
- Consider hiring property management assistance.

NOTE

This section presumes that the ADU is being rented out, but everything discussed also applies if you want to move into your ADU and rent out your main home.

After construction is complete and the final inspections are done, your ADU will be ready for you or someone else to call home. This section will provide a handful of resources for renting out your ADU, should you choose to do so.

License and Registration

Before you can rent out your ADU you'll need to know whether your city requires you to apply for a rental license or to register your unit. Typically, a short application and fee are required. These applications are managed by different departments depending on the city. Call the city's general line and asked to be directed to the right department, or ask city staff members for more information during the permitting process.

Becoming a Landlord

If you decide to rent out your ADU, you should brush up on important landlord-tenant and fair housing laws to know your legal obligations and how to resolve any issues that might arise. Having this information can help you and your tenant maintain a positive relationship. A few resources are highlighted on the next page.

If becoming a landlord isn't for you, look into hiring a property management company to take care of the details.





Landlord Resources

The Office of the Minnesota Attorney General provides a handbook that contains a thorough overview of landlord-tenant laws.

[Landlords and Tenants: Rights and Responsibilities](#)

HousingLink is a nonprofit organization with a mission of expanding housing and neighborhood choices for renters. HousingLink offers landlords the chance to advertise their rental-housing openings for free.

[List a Property](#)

The Minnesota Multihousing Association promotes high standards in the development, management and maintenance of rental and owner-occupied multi housing and offers educational programming for landlords.

[MHA Industry Education](#)

HOME Line is a Minnesota tenant advocacy organization that offers publications and trainings to help landlords and tenants understand the laws that govern their relationship

[The Landlord's Guide to Minnesota Law](#)

[Trainings](#)

Many cities offer support and training for new landlords. Check with city staff to learn what your city offers.

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Bekker, Jessie. 2016. "Despite new law, 'granny flats' are a no-go in east metro." *Pioneer Press*, Dec. 2, 2016. www.twincities.com/2016/12/02/despite-new-law-granny-flats-are-a-no-go-in-east-metro/.

McClure, Jane. 2018. "Alley House," Saint Paul Historical, accessed August 9, 2018, saintpaulhistorical.com/items/show/273.

Brown, M. and Palmeri, J. 2014. "Accessory Dwelling Units in Portland, Oregon: Evaluation and Interpretation of a Survey of ADU Owners." Oregon Department of Environmental Quality. www.oregon.gov/deq/FilterDocs/ADU-surveyinterpret.pdf.

San Mateo County. 2018. "Second Unit Workbook." secondunitcentersmc.org/wp-content/uploads/Second-Unit-Workbook-FINAL-ONLINE.pdf.

Stephan, A. and R.H. Crawford. 2016. "The relationship between house size and life cycle energy demand: implications for energy efficiency regulations for buildings." *Energy* 116 (Part 1), 1158–1171. [dx.doi.org/10.1016/j.energy.2016.10.038](https://doi.org/10.1016/j.energy.2016.10.038).

Additional Resources

BOOK

Peterson, Kol. 2018. Backdoor Revolution: *The Definitive Guide to ADU Development*. Accessory Dwelling Strategies, LLC.

WEBSITES

Accessory Dwellings: "A one-stop source about accessory dwelling units, multigenerational homes, laneway houses, ADUs, granny flats, in-law units..." www.accessorydwellings.org

Building an ADU: "THE site for those interested in planning, designing, and building accessory dwelling units (aka ADUs)," www.buildinganadu.com

American Planning Association KnowledgeBase - Accessory Dwelling Units: "This collection catalogs resources that provide background, policy guidance, and examples of local plan recommendations and zoning standards for accessory dwelling units from across the country."

www.planning.org/knowledgebase/accessorydwellings

Terner Center for Housing Innovation

ternercenter.berkeley.edu

Second Unit Center San Mateo
www.secondunitcentersmc.org

OTHER GUIDEBOOKS

Los Angeles, California | Building an ADU: Guidebook to Accessory Dwelling Units in the City of Los Angeles

citylab.ucla.edu/adu-guidebook/

Honolulu County, Hawaii | Accessory Dwelling Unit Homeowners' Handbook: A Guide for Homeowners on Oahu Interested in Building an Accessory Dwelling Unit

hawaiiadu.org/wp-content/uploads/2016/07/ADU-Manual-ver-1-FINAL-Web.pdf

San Mateo County, California | Second Unit Inspiration

secondunitcentersmc.org/wp-content/uploads/ADU-Idea-Book-FINAL-ONLINE-VERSION.pdf

San Mateo County, California | Second Unit Workbook

secondunitcentersmc.org/wp-content/uploads/Second-Unit-Workbook-FINAL-ONLINE.pdf

Santa Cruz, California | Accessory Dwelling Unit Manual: Growing Santa Cruz's Neighborhoods from the Inside

www.cityofsantacruz.com/home/showdocument?id=8875

Santa Cruz County, California | ADU Basics

www.sccoplanning.com/Portals/2/County/adu/ADU%20Basics.pdf?ver=2018-06-07-110146-073

Santa Cruz County, California | ADU Financing Guide

www.sccoplanning.com/Portals/2/County/adu/ADU%20Financing%20Guide.pdf?ver=2018-06-07-110307-117

San Francisco, California | sf-ADU sfplanning.org/plans-and-programs/planning-for-the-city/accessory-dwelling-units/2015-ADU-Handbook-web.pdf

Seattle, Washington | A Guide to Building a Backyard Cottage

www.seattle.gov/Documents/Departments/SeattlePlanningCommission/BackyardCottages/BackyardCottagesGuide-final.pdf

Twin Cities Planning Departments Contact Information

Contact information for cities that permit Accessory Dwelling Units (ADUs) as of 2018.

CITY OF APPLE VALLEY Community Development/Planning 7100 147th St. W. Apple Valley, MN 55124 952-953-2575 commdev@ci.apple-valley.mn.us www.ci.apple-valley.mn.us/index.aspx?nid=83	CITY OF CRYSTAL Planning and Zoning 4141 Douglas Dr. N. Crystal, MN 55422 763-531-1142 www.crystalmn.gov/resident/community-development/planning_and_zoning/	CITY OF MINNEAPOLIS Community Planning & Economic Development Public Service Center 250 South Fourth Street (Room 300) Minneapolis, MN 55415 612-673-5095 www.ci.minneapolis.mn.us/cped/projects/ADU	CITY OF ROSEVILLE Planning and Zoning 2660 Civic Center Dr. Roseville, MN 55113 651-792-7005 www.cityofroseville.com/307/Planning-and-Zoning
CITY OF BLOOMINGTON Planning Division 1800 West Old Shakopee Road Bloomington, MN 55431-3027 952-563-8920 planning@BloomingtonMN.gov www.bloomingtonmn.gov/plan/planning-division	CITY OF EAGAN Planning Division 3830 Pilot Knob Road Eagan, MN 55122 651-675-5685 planning@cityofeagan.com www.cityofeagan.com/accessory-dwelling-unit-registration	CITY OF MINNETONKA Planning Division 14600 Minnetonka Blvd. Minnetonka, MN 55345 952-939-8290 eminnetonka.com/planning	CITY OF SHOREVIEW Planning and Zoning 4600 Victoria Street North Shoreview, MN 55126 651-490-4680 www.shoreviewmn.gov/government/departments/community-development/planning-and-zoning
CITY OF BURNSVILLE Planning Department 100 Civic Center Parkway Burnsville, MN 55337 952-895-4455 www.ci.burnsville.mn.us/index.aspx?nid=139	CITY OF INVER GROVE HEIGHTS Community Development Department 8150 Barbara Ave. Inver Grove Heights, MN 55077 651-450-2545 www.ci.inver-grove-heights.mn.us/55/ Community-Development	CITY OF PLYMOUTH Planning Division 3400 Plymouth Blvd. Plymouth, MN 55447-1482 763-509-5450 planning@plymouthmn.gov www.plymouthmn.gov/departments/community-development/planning	CITY OF SAINT PAUL Safety & Inspections 375 Jackson Street Suite 220 Saint Paul, MN 55101 651-266-9008 www.stpaul.gov/departments/safety-inspections/accessory-dwelling-units
CITY OF CHASKA Planning Department One City Hall Plaza Chaska, MN 55318 952-448-9200 www.chaskamn.com/148/Planning-Department	CITY OF LAKEVILLE Planning Department 20195 Holyoke Avenue Lakeville, MN 55044 952-985-4420 planninginfo@lakevillemn.gov lakevillemn.gov/342/Planning-Department	CITY OF RICHFIELD Planning and Zoning Richfield Municipal Center 6700 Portland Avenue Richfield, MN 55423 612-861-9760 com_dev@richfieldmn.gov www.richfieldmn.gov/departments/community-development	CITY OF STILLWATER Planning and Zoning 216 North Fourth Street Stillwater, MN 55082 651-430-8818 www.ci.stillwater.mn.us/communitydevelopment
	CITY OF LONG LAKE City Clerk 450 Virginia Ave. Long Lake, MN 55356 952-473-6961 x1 www.longlakemn.gov/index.asp?Type=B-BASIC&SEC={885FA881-1825-4CE7-9338-B6EBB7AB1836}	CITY OF WHITE BEAR LAKE Planning and Zoning 4701 Highway 61 White Bear Lake, MN 55110 651-429-8534 www.whitebearlake.org/communitydevelopment/page/planning-zoning	

About the Family Housing Fund

The Family Housing Fund believes it takes all of us working together to build a strong system that supports access to decent, affordable homes for everyone. Established in 1980, we support the Cities of Minneapolis and Saint Paul, the Metropolitan Council, and Minnesota Housing in their efforts to meet the seven-county metropolitan region's affordable housing needs. We are unique in focusing on all facets of the housing system and working across sectors to ensure real change.

ACKNOWLEDGEMENTS

Family Housing Fund thanks the following people for making this guidebook possible:

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Marnie Peichel <i>Marnie Peichel Architecture and Design, LLC</i>	Nancy Sparrow <i>White Crane Design: Build</i>	

The Family Housing Fund would also like to acknowledge the many other resources used in creating this guidebook, all of which are listed under Additional Resources.

CREDITS

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PHOTOGRAPHY: Min Enterprises Photography, LLC (unless otherwise noted)



**FAMILY HOUSING
FUND**

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LOCAL

Pricey accessory dwelling units are slow to take off in the Twin Cities

Cost, local restrictions have tempered interest.

By Shannon Prather (<https://www.startribune.com/shannon-prather/6370507/>) , Erin Adler (<https://www.startribune.com/erin-adler/6370491/>) and Josie Albertson-Grove (<https://www.startribune.com/josie-albertson-grove/10010118/>) Star Tribune

DECEMBER 24, 2022 — 7:00PM

Retired teacher Janie Morisette was living alone in Montana when her St. Paul-based daughter suggested she move closer.

Morisette loved the idea of regular family dinners and impromptu visits from her granddaughters, but moving in with her daughter felt too close for comfort — so she built in the backyard instead.

Morisette now lives in a 796-square-foot home — formally called an accessory dwelling unit, or ADU — atop her daughter's garage in the Lexington-Hamline neighborhood.

"I giggle when I talk about it because I just absolutely love it here," Morisette said. "I live in a treehouse!"

Hers is one of 30 ADUs that have cropped up in the capital city in the five years since local leaders started allowing them. Though backyard cottages, carriage houses or "mother-in-law suites" have been around for centuries, the structures were edged out by restrictive single-family zoning decades ago.

ADVERTISEMENT



AARON LAVINSKY, STAR TRIBUNE

Janie Morisette stands for a portrait outside her home Dec. 21, 2022 in St. Paul, Minn.

The mini-homes are now back in fashion in the Twin Cities and across the country, as communities look for ways to expand housing options and add density to spacious and popular single-family neighborhoods. While residents of the small homes gush about the

charm and lifestyle, the associated regulations and cost — which can exceed \$300,000 per unit — have meant the concept has been slow to catch on.

Minneapolis greenlit the structures in 2014, and 176 building permits have been issued for them. Suburbs, including Stillwater, Eagan, Roseville and Bloomington, have also altered city code to allow ADUs in single-family neighborhoods, and have seen a smattering built. Minnetonka, which has permitted ADUs in some form since the 1980s, has 61 units.

"We are talking about building a brand new home with all the amenities and components that go into a single-family home, it's just on a smaller scale," said Minneapolis architect Christopher Strom, who specializes in ADUs. "The reality is new construction is expensive, whether it is a full-sized home or an ADU — it isn't going to be a quick return on investment.."

Price, regulations are prohibitive

When homeowners do go for it, it's a lifestyle choice, Strom said. Space for aging family or snowbird parents, a home office or a guest house that can generate income as a short-term rental are some of the most common reasons that prompt folks to invest.

John Shannon, owner of HyR Building LLC, said he gets lots of inquiries about ADUs but has had plans for them fall through three times in as many years in Minneapolis.

Like many cities, Minneapolis has restrictions on the books that can make ADUs a hard sell, Shannon said, including limitations on height and distance from the main residence.

Most Minneapolis ADUs must be built above garages because of the small size of city lots, but regular garages can't typically support a structure above them, Shannon said. To make it work, a new garage with a supportive foundation often must be built, which can get expensive for a relatively small living space, he said.

"A lot of it comes down to price per square foot for construction," he said.

Twin Cities leaders say it's understood that ADUs will not solve the region's housing shortage, but rather are one piece of a larger solution. Both Minneapolis and St. Paul planners say they have repeatedly eased regulations on ADUs to make the process easier, though interest in Minneapolis has waned since the city legalized duplexes and triplexes in the lowest-density residential areas in 2020.

"A centerpiece of our comprehensive plan is to expand the range of housing options in all neighborhoods," said Jason Wittenberg,

Minneapolis manager of code development. "It's nice to have a variety of tools in the toolbox, including ADUs."

Versatile structures

According to city planners, ADUs fall into three categories: a detached guest house, often built over a garage; an attached structure built as an addition to the main home; or an internal unit, which includes basement or attic spaces transformed into separate living quarters.

Because zoning rules and definitions vary by city, it can be difficult to pinpoint the number of ADUs in the Twin Cities region. Metropolitan Council data based on a voluntary survey of cities show there were 146 building permits issued for ADUs between 2016 and 2021.

After losing their detached garage to a fire, Minneapolis couple Michael Graven and Kirsten Jaglo worked with architect Strom to build a new garage with a second-story [ADU \(https://www.startribune.com/linden-hills-homeowners-rebuilt-destroyed-garage-with-the-greenest-adu/600093630/\)](https://www.startribune.com/linden-hills-homeowners-rebuilt-destroyed-garage-with-the-greenest-adu/600093630/). The 650-square-foot home includes an elevator, solar panels and added insulation to reduce energy consumption.

They use the space as a guest house, yoga and meditation area and backyard escape for dinner and movies. Looking ahead, it's a potential future home for an aging parent or young adult child moving toward independence.

Though the ADU isn't necessarily a great financial investment, Graven said, it's "a good investment for our family and our lifestyle."

"Some of our friends joke we built our cabin in the backyard," he said.

Slow start in the suburbs

ADUs have been slow to catch on in the suburbs, despite some communities' relative abundance of land and financial resources compared to the central cities.

Some suburbs with a lot of new housing stock have seen ADUs built as new construction at the same time as the main home. Those units can cost closer to \$100,000, according to Lakeville Planning Director Daryl Morey, who said the city has seen about 13 such units built in the last decade or so.

Blaine city officials began allowing ADUs in single-family zoning districts in 2021, but despite several inquiries, the city hasn't issued any permits, said Elizabeth Showalter, the city's community development specialist.

Cost is likely the reason, she said — and city requirements such as having a separate HVAC unit and a fire wall between the two housing units drive prices up.

Plenty of Bloomington residents have called the city to figure out how they could build an ADU, said planning manager Glen Markegard.

"Then they find out how expensive new construction is, and they change their plans," he said. The city has allowed ADUs since 2009 but has seen only one built.

Markegard said most people are interested in more space for extended family, so they'll opt instead for a home renovation that includes a second kitchen or extra bathroom — but perhaps less privacy than an ADU.

Dakota County recently issued a guide to ADUs that includes specific building requirements for the cities that allow them — Apple Valley, Lakeville, Eagan, Burnsville and Inver Grove Heights. The goal of the guide was to inform residents that ADUs are a housing option, specify where they're allowed and give a snapshot of some of the rules, which are nuanced for each city, said Jess Luce, program manager for the county's Communities for a Lifetime initiative.

Over the last eight years, about 30 ADUs have been built in the four cities for which data are available, Luce said.

"[The low number] makes sense with all these hurdles people have to jump through," he said.

Luce said the idea that ADUs are an affordable housing option makes him nervous. The units may be comparable in cost only if a family is looking at the long-term price tag of a nursing home or assisted living facility for a relative, he said.

Luce said he hopes that, over time, cities will adopt less restrictive ADU policies as more residents want to build them.

"I just think [the number of regulations] is going to change," he said.

Shannon Prather covers Ramsey County for the Star Tribune. Previously, she covered philanthropy and nonprofits. Prather has two decades of experience reporting for newspapers in Minnesota, California, Idaho, Wisconsin and North Dakota. She has covered a variety of topics including the legal system, law enforcement, education, municipal government and slice-of-life community news.

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Erin Adler is a suburban reporter covering Dakota and Scott counties for the Star Tribune, working breaking news shifts on Sundays. She previously spent three years covering K-12 education in the south metro and five months covering Carver County.

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Item No:	08D
Meeting Date:	Aug 14, 2023
Type of Business	CB
City Administrator Review	

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Nyle Zikmund, City Administrator
Item Title/Subject: Resolution 9790, Approving Minnesota Laws 2023, Chapter 64, Article 10, Section 41, Allowing the City of Mounds View to Impose a Local Sales Tax
Resolution 9791 Imposition of a local sales tax and authorizing a special election thereon during the November 7, 2023 Uniform Election Date

Introduction:

Resolutions 9790 and subsequent Resolution 9791 are separate but related resolutions specific to the Community Center Expansion. Resolution 9790 “approves/adopts” Minnesota Laws 2023 which provided the City of Mounds View with specific legislative authority to allow voters the ability to approve a local option sales tax. Resolution 9791 puts in place the process to put the question before the voters at the November 7, 2023 election.

Discussion:

Council has been working on the Community Center expansion for two years. This past legislative session, Council worked with local state elected officials to seek bonding money and sales tax authority. The bonding request was heard in the Senate and is the Minnesota Management Budget Capital Bonding process for next year.

Bonding money will pay no more than half of the project with the other half coming from the local entity. The local option sales tax, as estimated by Ehlers, would provide the Cities required portion and if approved, strengthen our bonding proposal.

The tax can only be used for debt payment and cannot be imposed prior to a project being approved and funding allocated. The tax sunsets at the payment of bonds or 20 years, whatever occurs first.

Council reviewed the resolutions at their August 7, 2023 workshop making minor revisions to 9791 which have been incorporated.

The deadline to adopt the resolution for inclusion on this November’s ballot is August 25, 2023. The August 7, 2023 workshop packet contained detailed correspondence from Kennedy and Graven on the law, process, and steps necessary to move ahead. Council directed staff to bring forward at the August 14, 2023 council meeting.

Strategic Plan Strategy/Goal:

Thriving and desirable community to live, work and raise a family.

Financial Impact:

\$11,000 estimated

Recommendation:

Staff recommends separate approval of Resolution 9790 and 9791.

Respectfully,

Nyle Zikmund
City Administrator

Attached
Resolution 9790 and 9791

RESOLUTION NO. 9790

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION APPROVING MINNESOTA LAWS 2023, CHAPTER 64, ARTICLE 10,
SECTION 41, ALLOWING THE CITY OF MOUNDS VIEW TO IMPOSE A LOCAL
SALES TAX**

WHEREAS, State of Minnesota (the “State”) Legislature passed and the Governor of the State signed Minnesota Laws 2023, Regular Session, Chapter 64, Article 10, Section 41 (the “Law”), which authorizes the City of Mounds View, Minnesota (the “City”) to, among other things, impose a sales and use tax if approved by the voters at an election as requested under Minnesota Statutes, Section 297A.99, subdivision 3; and

WHEREAS, the Law is effective upon approval by a majority vote of the City Council of the City (the “City Council”) and the filing of a certificate with the Secretary of State, all in accordance with Minnesota Statutes, Section 645.021, subdivisions 2 and 3; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to approve the Law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Minnesota that:

1. The Law is hereby approved in all respects.
2. The City Clerk is authorized and directed to file with the Secretary of State a certified copy of this resolution and the appropriate certificate in the form prescribed by the State Attorney General.
3. City staff are authorized and directed to take all actions necessary to implement the Law and bring to the City Council further proceedings as necessary in order to implement the Law.

Adopted this 14th day of August, 2023.

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator

(SEAL)

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RESOLUTION NO. 9791

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**A RESOLUTION RELATED TO THE IMPOSITION OF A LOCAL SALES TAX AND
AUTHORIZING A SPECIAL ELECTION THEREON DURING THE NOVEMBER 7,
2023 UNIFORM ELECTION DATE**

WHEREAS, Minnesota Statutes, Section 297A.99 (the “Local Tax Act”), provides the City of Mounds View, Minnesota (the “City”) with authority to impose a local sales tax if that tax is authorized by the State Legislature pursuant to special law, the City submits the local sales tax for approval by the voters of the City, and the voters of the City approve the imposition of the local sales tax; and

WHEREAS, State of Minnesota (the “State”) Legislature passed and the Governor of the State signed Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 41 (the “Special Law”) which authorizes the City to, among other things, impose a local sales tax; and

WHEREAS, the Special Law is effective upon approval by a majority vote of the City Council of the City (the “Council”) and the filing of a certificate with the Secretary of State accepting the Special Law (the “Certificate of Approval”), all in accordance with Minnesota Statutes, Section 645.021, subdivisions 2 and 3; and

WHEREAS, by resolution adopted by a majority vote of the Council on August 14, 2023, the Council approved the Special Law and thereafter, the City Clerk will file the Certificate of Approval with the Secretary of State.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View as follows:

1. The Council proposes to submit to electors the question of whether to imposed a local sales and use tax of one and one-half of one percent (1.5%) (the “Taxes”) on items that are taxable by the State in order to raise revenues to finance the construction of an expanded community center and creation of a regional amateur sports and recreation facility (the “Project”), including securing and paying debt service on bonds issued to finance such project and associated bond issuance costs.

The question of extending the Taxes shall be submitted to the qualified electors of the City as one city ballot question as show in **Exhibit A** attached hereto.

2. The Taxes are proposed to be collected for a period expiring at the earlier 20 years after the tax is first imposed or until this Council determines that the amount of revenues received from the Taxes is sufficient to pay \$16,500,000 for construction of the Project, plus associated bonding costs, including interest on the bonds.

3. The Council finds that it is in the best interest of the City and its residents and that it is necessary and expedient to the sound financial management of the affairs of the City that the acquisition and betterment of the Project be financed in whole or in part by the issuance and sale of the City's general obligation bonds pursuant to Minnesota Statutes, Chapter 475, as amended, in one or more series in an aggregate principal amount not to exceed \$ 18,370,000, plus an amount equal to the costs of the issuance of said bonds (the "Bonds"), including interest on the Bonds.

4. The question set forth in **Exhibit A** shall be submitted to the qualified electors of the City at a special election which is hereby called and directed to be held on Tuesday, November 7, 2023.

5. Pursuant to Minnesota Statutes, Section 204D.24, the precincts and polling places for this special election are those precincts which have been established by the City for its municipal elections. The voting hours at those polling places shall be the same as those for municipal general elections.

6. The City Clerk is directed to cause a sample ballot in substantially the form attached as **Exhibit A** and a notice of election in substantially the form attached as **Exhibit B** to be posted, published, printed and delivered as required by law.

7. The City Clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting other elections on that date. The City Clerk is authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements with appropriate county officials regarding preparation and distribution of ballots or ballot cards, election administration, and cost sharing.

8. If the City will be contracting to print the ballots for this special election, the City Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit or certified check acceptable to the City Clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The City Clerk shall set the amount of the bond, letter of credit or certified check in an amount equal to the value of the purchase.

9. Election judges shall be appointed for this special election shall be the election judges appointed for the city general election. The election judges shall act as clerks of election, count the ballots cast, and submit the results to the City Council for canvass in the manner provided for other City elections.

10. The special election shall be held and the returns made and canvassed in the manner prescribed by law, and the Council shall meet between November 10 and 17, 2023 (a date between three and ten days after the election) for the purpose of canvassing the results thereof.

Adopted by the City Council of the City of Mounds View, Minnesota this 14th day of August, 2023.

ATTEST:

Gary Meehlhause, Acting Mayor

Nyle Zikmund, City Administrator

(SEAL)

EXHIBIT A
SPECIAL ELECTION BALLOT
CITY ELECTION BALLOT

CITY OF MOUNDS VIEW
STATE OF MINNESOTA
SPECIAL ELECTION

November 7, 2023

To vote for a question, fill in the oval next to the word "YES" for that question.
To vote against a question, fill in the oval next to the word "NO" for that question.

CITY QUESTION
CONSIDERING SALES TAX FOR EXPANSION OF COMMUNITY CENTER

Shall the City of Mounds View be authorized to (a) impose a temporary sales and use tax to finance all or a portion of the cost of constructing an expansion to the existing community center **to turn it into a regional amateur sports and recreational facility**, in an amount equal to one and one-half of one percent (1.5%) for a period of twenty (20) years or until \$16,500,000 plus the costs of collecting and administering the tax and the costs of issuing any bonds including interest is collected, provided that such tax shall terminate sooner if the City Council determines that all such costs have been paid, and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$16,500,000, plus the cost of issuing the bonds?

☐ YES

☐ NO

**EXHIBIT B
NOTICE OF SPECIAL ELECTION**

CITY OF MOUNDS VIEW
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that a special election has been called and will be held in the City of Mounds View, Minnesota, on November 7, 2023, between the hours of 7:00 a.m. and 8:00 p.m. to vote on the following question:

**CITY BALLOT QUESTION
CONSIDERING SALES TAX FOR EXPANSION OF COMMUNITY CENTER**

Shall the City of Mounds View be authorized to (a) impose a temporary sales and use tax to finance all or a portion of the cost of constructing an expansion to the existing community center to turn it into a regional amateur sports and recreational facility, in an amount equal to one and one-half of one percent (1.5%) for a period of twenty (20) years or until \$16,500,000 plus the costs of collecting and administering the tax and the costs of issuing any bonds including interest is collected, provided that such tax shall terminate sooner if the City Council determines that all such costs have been paid, and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$16,500,000, plus the cost of issuing the bonds?

☐ YES

☐ NO

The precincts and polling places for this special election are those precincts which have been established by the City for state general elections. These polling places are as follows:

Precinct 1: _____
Precinct 2: _____
Precinct 3: _____
Precinct 4: _____

Any eligible voter residing in the City may vote at said election at the polling place designated above. The polls for said election will be open between 7:00 a.m. and 8:00 p.m. on the date of said election.

A voter must be registered to vote to be eligible to vote in this election. An unregistered individual may register to vote at the polling places on election day.

Dated: _____, 2023

BY ORDER OF THE CITY COUNCIL

/s/ _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Mounds View, Minnesota, hereby certifies that the attached and foregoing is a full, true, and correct transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, so far as such minutes relate to the calling of an election on (i) the extension of a sales and use tax to finance an expansion of the community center, and (ii) the issuance of general obligation bonds therefor and that the resolution included therein is a full, true, and correct copy of the original thereof.

WITNESS MY HAND officially as such City Clerk this ____ day of _____, 2023.

City Clerk
City of Mounds View
State of Minnesota



Item No: 08F
Meeting Date: August 14,
2023

Type of Business Council
Business

City Administrator Review: _____

City of Mounds View Staff Report

To: Honorable Mayor, and City Council
From: Nyle Zikmund, City Administrator
Item Title/Subject: Resolution 9794, Organized refuse/trash/garbage Collection

Introduction:

Council provided direction to staff at their March 6, 2023 workshop to explore Organized Trash Collection.

Discussion:

Since that time, staff conducted considerable research, three public information sessions were held at the Community Center on May 31, 2023, a resident survey has been developed and release and as of August 7th, 215 residents have responded, the Council held their statutory meet and confer with the current haulers at their June 26, 2023 Council meeting, and the Council discussed the topic at their July 5, 2023 workshop.

Council discussed again at their August 7, 2023 workshop with a specific focus on adoption of a resolution that would establish the exclusive negotiation period of not less than 60 days. Council reviewed the draft resolution prepared by Kennedy and Graven staff, took resident and non-resident feedback, and directed staff to incorporate a number of changes.

Council consensus was to move the resolution forward for adoption at the August 14, 2023 meeting with clear discussion and understanding that the negotiation process is the singular pathway to obtaining the "price(s) for services under an organized system.

Council was clear on this purpose and staff and legal counsel indicated this could take several months, there would be regular updates, and future discussions with council may be needed as part of the negotiation.

Strategic Plan Strategy/Goal:

More livable city and build and maintain infrastructure.

Financial Impact:

Estimated \$5,000 to \$10,000 in legal fees and associated costs.

Recommendation:

If the Council wishes to proceed further, the next step would be to adopt a resolution which would result in the process moving forward.

Respectfully,

Nyle Zikmund
City Administrator

RESOLUTION NO. 9794

RESOLUTION APPROVING THE COMMENCEMENT OF ORGANIZING SOLID WASTE COLLECTION NEGOTIATIONS BETWEEN THE CITY OF MOUNDS VIEW AND LICENSED RESIDENTIAL COLLECTORS AS PER MINNESOTA STATUTE 115A.94

WHEREAS, the City of Mounds View understands the environmental significance and economic value in improving responsible waste disposal across the city and desires to help provide a more equitable service for Mounds View residents; and

WHEREAS, on March 6, 2023, the Mounds View City Council directed City staff to proceed with the research and planning process for establishing an organized collection system as per Minnesota Statute 115A.94; and

WHEREAS, on April 26, 2023, pursuant to Minnesota Statute 115A.94, subdivision 4d, the City notified the public and all currently-licensed collectors of its intent to consider organized collection; and

WHEREAS, on May 31, 2023, the City held three public engagement sessions regarding organized collection to determine which services and other factors related to solid waste were important to residents; and

WHEREAS, the City also conducted a survey of residents regarding organized collection to determine which services and other factors related to solid waste were important to residents; and

WHEREAS, on June 26, 2023, pursuant to Minnesota Statute 115A.94, subdivision 4e, the City invited all currently-licensed collectors to a council work session and met and conferred with those collectors that attended; and

WHEREAS, the City Council discussed the survey results at a work session held on July 5, 2023 and again on August 7, 2023 and

WHEREAS, pursuant to Minnesota Statute 115A.94, subdivision 4d, the City must provide a period of at least 60 days in which meetings and negotiations shall occur exclusively between currently-licensed collectors and the City to develop a proposal in which interested licensed collectors, as members of an organization of collectors, collect solid waste from

WHEREAS, the City Council is now prepared to begin the negotiation period with the currently-licensed collectors;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Mounds View authorizes City staff to meet and negotiate with the existing licensed residential collectors for a period of at least 60 days per the requirements of Minnesota Statute 115A.94, subdivision 4d; and

BE IT FURTHER RESOLVED, the City Council identifies the following priorities to guide such negotiations:

1. Zone Creation — the City seeks a proposal that is designed to reduce traffic on roadways through zone creation and other measures.
2. Safety — the City seeks a proposal that describes the safety protocols that will be in place for employees and the public.
3. Environmental Performance — the City seeks a proposal that will have a reduced impact on the environment.
4. Services — the City seeks a proposal that will identify which services will be included in the base price and must include:
 - a. Price for the following garbage and recycling collection:
 - i. Every-other-week cart pick-up
 - ii. Small/medium/large cart pick-up
 - iii. Micro cart pick-up
 - b. Service to residences with between one and four dwelling units
 - c. Option to add organics collection
 - d. Bulky items collection
 - e. Educational tagging for residential customers
 - f. Billing
 - g. Senior, veteran, or other discounts
5. Price — the City seeks a proposal that will provide a base price for services and prices for additional services that are consistent with the same services provided in nearby cities. The City seeks pricing for the following additional services:
 - a. Bulky items collection
 - b. Overflow trash collection
 - c. Electronic waste collection
 - d. Walk-up collection for all services
 - e. Shared services option
 - f. Extended leave or suspended collections, including a “Snow Bird” policy
 - g. Extra trash bags
 - h. Additional carts
 - i. Yard Waste and continued access for residents to Ramsey County yard waste facility in Mounds View
 - j. Cart roll-out or cart exchange fees

BE IT FURTHER RESOLVED, the City shall negotiate in good faith with the existing licensed residential collectors per state law and toward a mutually agreed upon proposal for consideration of the City Council of the City of Mounds View.

Adopted by the City Council of the City of Mounds View, Minnesota this 14th Day of August, 2023.

Gary Meehlhause, Acting Mayor

ATTEST:

Nyle Zikmund, City Administrator



Item No: 08G
Meeting Date: August 14,
2023

Type of Business Council
Business

City Administrator Review: _____

City of Mounds View Staff Report

To: Honorable Mayor, and City Council
From: Nyle Zikmund, City Administrator
Item Title/Subject: Acquisition of Right of Way by Eminent Domain for Long Lake Woods Second Addition

Introduction:

Council has been working with a group of residents, represented by Mr. Marty Harstad, on an infill project on their properties since 2020. A public street is needed as part of the project and all right of way has been acquired with the exception of one parcel owned by the Ben Doll family.

Discussion:

Council is very familiar with the projects as numerous discussion have occurred at previous Council meetings, workshop, and closed sessions pertaining to negotiations for the Right of Way.

The Ben Doll family has received numerous correspondences, including personal visits from the City Administrator advising him this action was forthcoming.

Council has also been advised that Mr. Doll is represented by counsel who has been in discussions with Mr. Harstad on direct acquisition of his property; which if an agreement was reached between them, result in termination of the condemnation process. These parties may request Council delay this process in order to give them additional time to come to an agreement.

If no agreement is reached, the Eminent Domain process complies with the public purpose need as the street has been on our city maps for decades and we have obtained or will obtain all Right of Way except this parcel.

The process includes time for further negotiation, a quick take provision so the project can start, a court appointed panel to review facts and award a fair price, an remuneration to the impacted party if the court determines.

Strategic Plan Strategy/Goal:

More livable city and build and maintain infrastructure.

Financial Impact:

The fiscal impact includes the acquisition price and legal fees for the process. The majority of these costs will be recovered as part of the development agreement and assessment process that accompanies a development.

Recommendation:
Adoption of resolution 9799

Respectfully,

Nyle Zikmund
City Administrator

RESOLUTION NO. 9799

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION AUTHORIZING APPROVAL OF APPRAISED
VALUES, OFFERS OF COMPENSATION, AND ACQUISITION
BY EMINENT DOMAIN FOR THE LONG LAKE WOODS
SECOND ADDITION PROJECT**

WHEREAS, the City Council deemed it necessary and expedient that the City of Mounds View, Minnesota (the “City”) construct certain improvements, to-wit: the Long Lake Woods Second Addition project (the “Project”) and authorized the City to enter into certain agreements to facilitate the Project; and

WHEREAS, the Project includes the acquisition of additional right of way needed for the construction of an extension to the existing Greenwood Drive, a City Street of the City of Mounds View, and for associated utility and stormwater improvements along and beneath Greenwood Drive; and

WHEREAS, the City Council has approved the final plans and specifications for the Project; and

WHEREAS, it is necessary to acquire certain real property interests, as described and depicted in the attached Exhibit A, to construct and maintain the public facilities necessary for the Project (collectively, the “Real Property Interests”); and

WHEREAS, the City Council finds that the Real Property Interests are proposed to be acquired for the public use and public purpose of constructing, improving, and maintaining the public roadway and utility facilities proposed to be constructed as part of the Project; and

WHEREAS, the City Council finds that it is reasonably necessary, proper, and convenient, and in the interest of the general welfare that the City acquire title to and possession of the Real Property Interests in furtherance of the Project; and

WHEREAS, the City Council finds that the construction schedule for the Project makes it necessary to acquire title to and possession of the Real Property Interests prior to the filing of the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, the City has engaged independent real estate appraisers to provide the City with the appraisers’ opinions of damages caused by the City’s acquisition of the Real Property Interests needed for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mounds View, Minnesota:

1. The recitals set forth in this Resolution are incorporated into and made a part of this Resolution;
2. That the acquisition of the Real Property Interests is necessary and for a public purpose in furtherance of the Project;
3. That the proper City officers and agents are authorized and directed to acquire the Real Property Interests needed for the Project by voluntary negotiation and, if necessary, through the exercise of the power of eminent domain;
4. That the proper City officers and agents are authorized and directed to make offers of compensation to the respective landowners for the Real Property Interests needed for the Project consistent with the independent appraisals, and to attempt to negotiate the voluntary acquisition of the Real Property Interests;
5. That the law firm of Kennedy & Graven, Chartered, is authorized and directed to take all steps necessary on behalf of the City to acquire through eminent domain the Real Property Interests that are not acquired by voluntary negotiation, including filing an action in eminent domain and using the quick take procedure under Minn. Stat. § 117.042;
6. That the City Administrator is authorized to approve the appraised values for the Real Property Interests if the City Administrator determines that the independent appraisals adequately reflect the fair market values thereof for the purposes of Minn. Stat. § 117.042.

Adopted by the City Council of the City of Mounds View this 14th day of August, 2023.

Attest:

Gary Meehlhause, Acting Mayor

(SEAL)

Nyle Zikmund
City Administrator

EXHIBIT A

LEGAL DESCRIPTIONS AND SKETCHES OF THE PROPERTY INTERESTS TO BE ACQUIRED

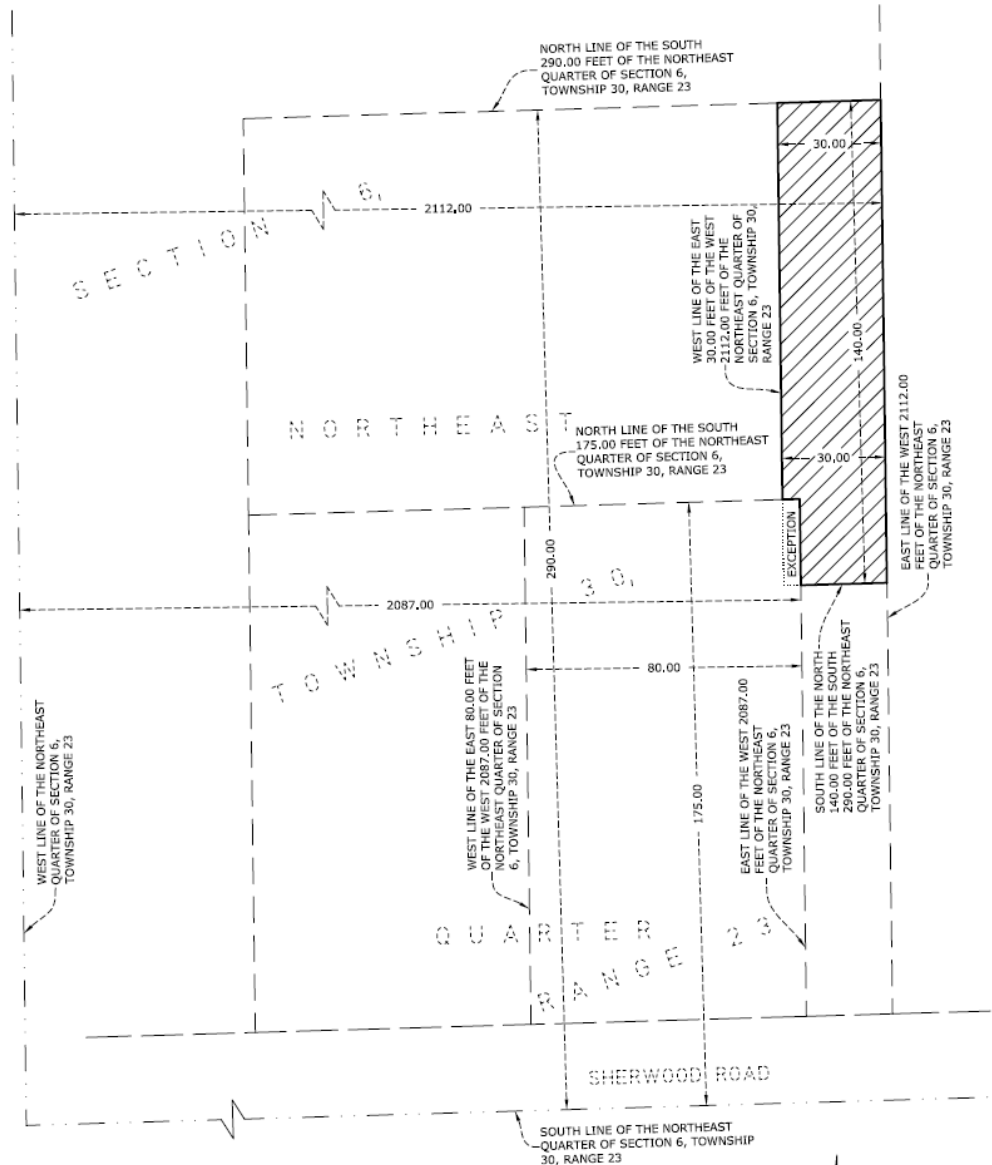
Legal Description of the Subject Property:

Except the East 160 feet of the West 2087 feet of the South 175 feet of the Northeast 1/4 of the East 185 feet of the South 290 feet of the West 2112 feet of said Northeast 1/4, Subject to Roads in Section 6, Town 30, Range 23, Ramsey County, Minnesota.

Legal Description of Permanent Roadway and Utility Easement:

The East 30.00 feet of the North 140.00 feet of the South 290.00 feet of the West 2112.00 feet of the Northeast Quarter of Section 6, Township 30, Range 23, Ramsey County, Minnesota, EXCEPT that part embraced within the East 80.00 feet of the West 2087.00 feet of the South 175.00 feet of said Northeast Quarter.

PERMANENT ROADWAY AND UTILITY EASEMENT SKETCH AND DESCRIPTION



PERMANENT ROADWAY AND UTILITY EASEMENT DESCRIPTION

The East 30.00 feet of the North 140.00 feet of the South 290.00 feet of the West 2112.00 feet of the Northeast Quarter of Section 6, Township 30, Range 23, Ramsey County, Minnesota, EXCEPT that part embraced within the East 80.00 feet of the West 2087.00 feet of the South 175.00 feet of said Northeast Quarter,



DENOTES PERMANENT ROADWAY AND UTILITY EASEMENT AREA
(CONTAINS $\pm 4,076$ S.F.)

NORTH

GRAPHIC SCALE



1 INCH = 30 FEET

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

By: *[Signature]*
Minnesota License No. 41378

Dated 4th day of May, 2022.

DATUM: N/A

JOB NO. 17608PP

REVISIONS

SCALE: 1" = 30'

1 5/5/22 Client Comments KCM

DATE: 5/02/22

2

DRAWN BY: KCM

3

CREW:



E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (851) 361-8200 Fax (851) 361-8701
www.egrud.com



Item No: 08H
Meeting Date: August 14,
2023

Type of Business Council
Business

City Administrator Review: _____

City of Mounds View Staff Report

To: Honorable Mayor, and City Council
From: Nyle Zikmund, City Administrator
Item Title/Subject: Resolution 9796, Authorization to contract with Stantec for planning services.

Introduction:

Council has been advised that our Community Development Director Jon Sevald has accepted a new position in another City.

Discussion:

In reviewing the options, staff is recommending that we use contract services for 6 months to a year to evaluate the need for replacement. In the interment, Assistant Administrator Brian Beeman would serve as the supervisor of the division and a pay adjustment would be forthcoming for that.

Actual planning would be done by Stantec per their proposal which is attached.

Staff would evaluate at the end of the year and make a determination to continue with an extension or explore the hiring of a Planning Technician.

Mr. Beeman would manage the contract with Stantec as part of his supervision duties.

Strategic Plan Strategy/Goal:

Maintain viable workforce

Financial Impact:

Estimated savings over current salary and benefits but difficult to determine at this time.

Recommendation:

Adopt resolution 9796 to contract with Stantec for City Planning services.

Respectfully,

Nyle Zikmund
City Administrator



733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402

August 3, 2023

Nyle Zikmund, City Administrator
City of Mounds View
2401 Mounds View Boulevard
Mounds View | MN | 55112

RE: Professional Planning Services for Mounds View, Minnesota

Dear Nyle,

We are pleased to offer Stantec's professional planning services to the City of Mounds View. Our assistance will be for planning and zoning issues, zoning and subdivision code interpretation, and guidance to the Planning and Zoning Committee and City Council on projects, permits and zoning amendments. Our planning team provides these services to many cities in the region and we have experienced planners who can handle these issues well.

We propose that Stantec will provide these services with Senior Planner Phil Carlson and Planner Kribashini Moorthy, with others assisting as needed. We will consult with other planners, our colleague City Engineer Tyler McLeete, the City Attorney, and others as needed. Our work may include:

- 1) Prepare planning reports as requested for zoning and subdivision applications such as variances, conditional use permits, rezonings, plats, or other requests, and attend meetings of the Planning Commission and City Council as requested.
- 2) Meetings, phone calls, and emails with City staff and elected and appointed leaders; property owners, developers, applicants, residents or others in the planning and development review process; agency or organization representatives connected to issues in Mounds View; or others as needed or directed by the City.
- 3) Research planning and zoning matters, including city codes, plans, and policies, or other government or agency rules and regulations related to planning and zoning issues.



August 3, 2023
Nyle Zikmund, City of Mounds View
Page 2 of 3

Professional Planning Services for Mounds View

- 4) Prepare or assist with online digital files and information on behalf of the City related to planning and zoning issues.
- 5) Other tasks requested by the City.

Our work will be done on an hourly basis in accordance with Stantec's master services agreement with the City of Mounds View.

Hourly Rates

Phil Carlson, Senior Planner	\$195
Kribashini Moorthy, Planner	\$127
Other Stantec staff	Quoted if requested

Our fees will not exceed \$50,000 (Fifty Thousand Dollars) through July 31, 2024. For large or complex projects, Stantec can provide a proposal and cost estimate in advance. Mileage, meals, copies, and other typical expenses will be charged at Stantec's standard rates. Meetings will be attended remotely if possible or in-person if requested.

We look forward to working with you.

Stantec Consulting Services Inc.

Phil Carlson, AICP

Senior Planner

Phone: (612) 712-2028

Phil.Carlson@stantec.com



August 3, 2023
Nyle Zikmund, City of Mounds View
Page 3 of 3

Professional Planning Services for Mounds View

By signing this proposal, the City of Mounds View authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that this work shall be completed in accordance with the Master Service Agreement .

This proposal is accepted and agreed to on the ____ day of _____, 2023.

Per: City of Mounds View

Title:

Signature

Title:

Signature



Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

(612) 337-9300 telephone
(612) 337-9310 fax
<http://www.kennedy-graven.com>
Affirmative Action, Equal Opportunity Employer

MEMORANDUM

DATE: August 7, 2023

TO: Honorable Mayor and City Council Members

CC: Nyle Zikmund, City Administrator
Brian Beeman, Assistant City Administrator

FROM: Scott J. Riggs, City Attorney
Joseph L. Sathe, Assistant City Attorney

RE: Prohibiting Use of Cannabis and Hemp in Public Places – Updated Ordinance

The purpose of this memo is to provide an explanation of the proposed ordinance prohibiting use of cannabis and hemp products in public places and provide an overview of the two requests from the City Council at the meeting on July 31, 2023: 1) examples of other cities' definition of "public place"; and 2) the inclusion of an exemption for certain products related to the medical cannabis program.

I. Background

The Cannabis Act legalizes the possession and use of cannabis flower and cannabis products on August 1, 2023, meaning personal possession and use are generally no longer illegal under Minnesota law.

The Cannabis Act makes use of cannabis illegal when operating a motor vehicle and at the following locations: public school or charter schools and buses; state correctional facilities; in a location where the smoke, aerosol or vapor from the use of cannabis could be inhaled by a minor; on federal property; and smoking or vaping with in a multifamily housing building. Additionally, owners of day care must disclose to parents if the proprietors permit use of cannabis outside of normal business hours.

II. Definition of Public Place

In addition to the statewide prohibitions listed above, the Cannabis Act allows a local unit of government to prohibit use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place and allows the local unit of government to define what constitutes a "public place."

However, the definition of “public place” *cannot* include the following places: (1) a private residence, including the person's curtilage or yard; (2) private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or (3) the premises of an establishment or event licensed to permit on-site consumption.

The draft ordinance defines public place broadly to include “any indoor or outdoor area that is used or held out for use by the public whether owned or operated by public or private interests.” The definition also excludes the places listed above that must be excluded.

The following are select examples from other cities that have considered prohibiting cannabis use in public places.

Lakeville:

Property owner, leased, or controlled by a governmental unit and private property that is regularly and frequently open to or made available for use by the public in sufficient numbers to give clear notice of the property's current dedication to public use but does not include the following:

- (1) a private residence including the person's curtilage or yard;
- (2) private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp derived consumer products on the property by the owner of the property;
or
- (3) the premises of an establishment or event licensed to permit on-site consumption.

Alexandria:

“Public Place.” For the purposes of this section, the term “Public Place” shall mean any and all public places within the City of Alexandria, including but not limited to any public street, avenue, boulevard, right of way, road, alley, sidewalk, park, trail, parking lot, beach, pier, building, and vehicle. Provided, however, that the following shall not be considered a Public Place:

1. a private residence, including the person's curtilage or yard;
2. private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property;
or
3. the premises of an establishment or event licensed to permit on-site consumption.

Apple Valley (bans use both within “Public Place” and “Public Property”):

PUBLIC PLACE. Property that is generally open to or accessible by the public, except on those premises licensed by the State of Minnesota to permit on-site consumption.

PUBLIC PROPERTY. Property, real and personal, that is owned, managed, or controlled by the City, including, but not limited to: City buildings and all the land thereon, parking lots, parks, golf course, pathways and trails, and city rights-of-way consisting of both the traveled portion and the abutting boulevard, sidewalks and trails, and any City personal property, such as motor vehicles, city equipment, and the like.

Inver Grove Heights

PUBLIC PLACE. Property owned, leased, or controlled by a governmental unit including the City but does not include: (1) a private residence, including the person’s curtilage or yard; (2) private property not generally accessible to the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or (3) the premises of an establishment or event licensed to permit on-site consumption. Public places include but are not limited to: City buildings and all the land thereon, parking lots, golf course, parks, pathways and trails, and city rights-of-way consisting of both the traveled portion and the abutting boulevard, sidewalks and trails, and any City personal property, such as motor vehicles, city equipment, and the like.

III. Medical Cannabinoid Exemption

The 7/31 draft of the ordinance prohibited the use of medical cannabis flower (because it is included in the definition of cannabis flower) and medical cannabinoids (because it is included in the definition of cannabis product) in public places.

The 8/7 draft now includes an exemption for the use of medical cannabinoid products used by patients registered with the state medical cannabis program. That language is included below as Option 1. The draft still prohibits the smoking or vaping of medical cannabinoid products in public places, however this language can be amended to allow smoking and vaping of medical cannabinoid products.

Option 2 would allow a person registered with the medical cannabis program to use medical cannabis flower or a medical cannabinoid in any approved delivery method, including smoking and vaping.

Option 1: Medical Cannabinoid Exemption prohibiting smoking and vaping

Use of a medical cannabinoid product, as defined in Minnesota Statutes, section 342.01, that meets all requirements under applicable law, by a patient enrolled and registered in the medical cannabis program, is not subject to the prohibition contained in Sec. 133.002. This

Honorable Mayor and City Council Members

August 7, 2023

Page 4

exemption does not apply to the smoking or vaporizing of medical cannabinoid products, as defined in Minnesota Statutes, section 342.01, in public places.

Option 2: Medical Cannabis Flower and Medical Cannabinoid Exemption allowing smoking and vaping

Use of a medical cannabinoid product or medical cannabis flower, as those terms are defined in Minnesota Statutes, section 342.01, that meets all requirements under applicable law, by a patient enrolled and registered in the medical cannabis program, is not subject to the prohibition contained in Sec. 133.002.

ORDINANCE NO. 1007

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**AN ORDINANCE ADDING A NEW CHAPTER TO THE MOUNDS VIEW CITY CODE
TO PROHIBIT THE USE OF CANNABIS AND HEMP IN PUBLIC PLACES**

THE CITY OF MOUNDS VIEW ORDAINS:

SECTION 1. The City Council of the City of Mounds View hereby amends Title 8 of the Mounds View Municipal Code by adding a new Chapter 133 as follows:

**CHAPTER 133: USE OF CANNABIS AND HEMP PRODUCTS PROHIBITED IN PUBLIC
PLACES.**

§ 133.001 DEFINITIONS.

(A) For purposes of this chapter, the terms “cannabis flower,” “cannabis products,” “lower-potency hemp edibles,” and “hemp-derived consumer products” shall have the definitions given to them in Minnesota Statutes, section 342.01, as it may be amended from time to time.

(B) For purposes of this chapter, “public place” is defined as any indoor or outdoor area that is used or held out for use by the public whether owned or operated by public or private interests. Pursuant to Minnesota Statutes, section 152.0263, subd. 5, “public place” does not include the following: (i) a private residence, including the person's curtilage or yard; (ii) private property not generally accessible by the public; and (iii) the premises of an establishment or event licensed to permit on-site consumption of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

§ 133.002 USE OF CANNABIS AND HEMP PROHIBITED IN PUBLIC PLACES.

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place. A violation of this section shall be considered a petty misdemeanor notwithstanding any other penalty provision in the city code, and the city council may establish a corresponding fine in its fee schedule for violations of this section.

§ 133.003 MEDICAL CANNABINOID EXEMPTION

Use of a medical cannabinoid product, as defined in Minnesota Statutes, section 342.01, that meets all requirements under applicable law, by a patient enrolled and registered in the medical cannabis program, is not subject to the prohibition contained in Sec. 133.002. This exemption does not apply to the smoking or vaporizing of medical cannabinoid products, as defined in Minnesota Statutes, section 342.01, in public places.

SECTION 2. This ordinance shall take effect and be in force 30 days from and after its passage and publication, in accordance with Section 3.09 of the City Charter.

Introduction and First Reading by the Mounds View City Council on: July 31, 2023.

Second Reading and Adoption by the Mounds View City Council on: August 7, 2023.

Publication Date: _____, 2023.

Attest:

Gary Meehlhause
Acting Mayor

(SEAL)

Nyle Zikmund
City Administrator

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Don Peterson, Director of Public Works
Item Title/Subject: Resolution 9798 Approving a Service Proposal with Goodpointe Technology for Pavement Evaluation Services

Background/Discussion:

Public Works oversees the pavement management for 40 miles of streets within Mounds View. Part of the pavement management is performing pavement evaluation or pavement ratings.

This task has been completed in the past by using a contractor as well as Public Works Staff. The last time the contractor assisted the City with these road ratings was prior to the street reconstruction project in 2009. A partial road rating was also completed in 2019.

Public Works Staff has made recommendations to the City Pavement Maintenance Program and having a completed third party evaluation will assist and provide Staff a ranking of roads and level of maintenance needs.

Public Works Staff has received a proposal from Goodpointe Technology to perform the pavement ratings; in addition, GoodPointe will compile and calculate the pavement ratings and provide this information to Staff. For the bituminous pavements within the selected project area, the following pavement surface condition distresses will be utilized for evaluation:

Bleeding & Pumping, Patching, Block Cracking, Polished Aggregate, Bumps & Sags, Potholes, Corrugations (shoving/washboard), Railroad Crossing, Depression, Raveling & Weathering, Edge Cracking, Rutting, Fatigue (Alligator) Cracking, Slippage Cracking, Lane Shoulder Drop Off, Swell.

Goodpointe will also provide Consulting services to Mounds View Staff on the results of the survey for \$1,840.00

Strategic Plan Strategy/Goal: Maintain and plan for Infrastructure Improvements.

Financial Impact: No Financial Impact to the 2023 Budget, funding in the 2023 General Fund Budget under accounts 485-4470-3030, 745-4415-3030, 100-4475-3030. 100-4410-3030 are for this service.

Recommendation:

Staff recommends the City Council approval of proposal for Goodpointe Technology for Pavement Evaluation Services with funding from the following accounts; 485-4470-3030, 745-4415-3030, 100-4475-3030, 100-4410-3030.

Respectfully submitted,



Don Peterson
Director of Public Works/Parks and Recreation

RESOLUTION 9798

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVING THE SERVICE PROPOSAL WITH GOODPOINTE TECHNOLOGY FOR PAVEMENT EVALUATION SERVICES

WHEREAS, Public Works oversees the pavement management for 40 miles of streets within Mounds View and part the pavement management is performing pavement evaluation or pavement ratings; and

WHEREAS, this task has been completed in the past by using a contractor as well as Public Works Staff; and

WHEREAS, the last time the contractor assisted the City with these road ratings was prior to the street reconstruction project in 2009 and a partial rating was completed in 2019.

WHEREAS, Public Works Staff has received a proposal for Goodpointe Technology to perform the pavement ratings survey at a cost of \$12,513.00; and

WHEREAS, the following pavement surface condition distresses will be utilized for evaluation:

Bleeding & Pumping, Patching, Block Cracking, Polished Aggregate, Bumps & Sags, Potholes, Corrugations (shoving/washboard), Railroad Crossing, Depression, Raveling & Weathering, Edge Cracking, Rutting, Fatigue (Alligator) Cracking , Slippage Cracking Lane Shoulder Drop Off, Swell ; and

WHEREAS, GoodPointe will provide Consulting Services to Mounds View for Staff with the results of the survey at a cost of \$1,840.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Ramsey County, Minnesota as follows:

1. Approves the Service Proposal from GoodPinte Technology to perform pavement ratings and consulting Services.
2. That a proposal is as follows: Pavement Condition Survey \$1,780.00, onsite software training \$500.00 for a total of \$11,280.00.
3. To be funded from accounts 485-4470-3030, 745-4415-3030, 100-4475-3030. 100-4410-3030.
4. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Upper Cut Tree Service and 4 Seasons Tree Service to perform tree removal and tree trimming for the City of Mounds View. Said contracts shall expire on December 31, 2018.
5. The Mayor and City Administrator, staff and consultants are hereby authorized and directed to take all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

Resolution 9198 cont'd

Adopted this 14th day of August 2023.

(ATTEST)

Gary Meehlhause

(SEAL)

Nyle Zikmund, City Administrator