

**CITY OF MOUNDS VIEW  
CITY COUNCIL MEETING AGENDA  
MOUNDS VIEW CITY HALL  
Monday, December 11, 2023  
6:00 p.m.  
REVISED**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

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

**4. APPROVAL OF AGENDA**

**5. CONSENT AGENDA**

- A. Approval of Minutes: November 27, 2023  
December 4, 2023 (TNT)
- B. Just and Correct Claims
- C. Resolution 9836, Approving the Recording Secretary Service Agreement with Minute Maker Secretarial
- D. Resolution 9835 Approving a Lease Agreement Renewal with Dippin Chocolate, LLC, for Use of Kitchen Space in the Mounds View Community Center
- E. Resolution 9847, Amend Resolution 9813 To Add Custodian
- F. Resolution 9848, Approve Earned Sick and Safe Time (ESST) Policy
- G. Resolution 9845, Authorizing Revisions to Section 2.01 (Compensation and Classification); Section 2.09 (Miscellaneous Benefits); and Section 2.11 (Retirement Health Savings Plan) of the Personnel Manual-\*Will be a handout on Monday\*
- H. Resolution 9842, Approving the Hire of Leon Wanna to Custodian

**6. SPECIAL ORDER OF BUSINESS**

A.

**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 9846 Accepting Mounds View Square concept plan's findings & recommendations
- B. Resolution 9837, Approving the 2024 City Council Meeting Dates
- C. Resolution 9838, Approving the Renewal of Mounds View Business Licenses (Non-Liquor)
- D. Resolution 9839, Approving the Renewal of Mounds View Liquor Licenses
- E. **PUBLIC HEARING:** Resolution 9840, Approving an Off-Sale Intoxicating Liquor License for Juan M. Garibay-Rodriguez, Savilo Liquor Store, 2345 County Road H2
  - 1) Resolution 9841, Approving a Cigarette/Tobacco License for Juan M. Garibay-Rodriguez, Savilo Liquor Store, 2345 County Road H2
- F. Resolution 9844, Approving 2023-2025 Public Works Collective Bargaining Agreement
- G. **PUBLIC HEARING:** 2024 Tax Levy and Budgets for All Funds
  - 1. Resolution 9831 Adopting the 2024 Tax Levy
  - 2. Resolution 9832 Approving the 2024 EDA Tax Levy
  - 3. Resolution 9833 Adopting 2024 Municipal Budget
- H. Resolution 9834 Accepting and Allocating American Rescue Plan Act Funding
- I. Resolution 9843, Adopting Title and Ballot Question Language Pertaining to Proposed Amendment to the City of Mounds View City Charter and Ordering Special Election
- J. Resolution 9824, Approving Appointments to the Mounds View Planning Commission and Parks, Recreation and Forestry Commission for 2024.

## 9. REPORTS

- A. Reports of Mayor and Council
- B. Reports of Staff
- C. Reports of City Attorney

## 10. NEXT COUNCIL WORK SESSION: Tuesday, January 2, 2024 at 6:00 pm NEXT COUNCIL MEETING: Tuesday, January 8, 2024 at 6:00 pm

## 11. ADJOURNMENT



**PROCEEDINGS OF THE MOUNDS VIEW CITY COUNCIL  
CITY OF MOUNDS VIEW  
RAMSEY COUNTY, MINNESOTA**

**Regular Meeting  
November 27, 2023**

**Mounds View City Hall**

**2401 Mounds View Boulevard, Mounds View, MN 55112**

**6:10 P.M.**

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**1. MEETING IS CALLED TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

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

**NOT PRESENT:** None.

**4. APPROVAL OF AGENDA**

**A. Monday, November 27, 2023, City Council Agenda.**

MOTION/SECOND: Cermak/Gunn. To Approve the Monday, November 27, 2023, agenda as presented.

Ayes – 4

Nays – 0

Motion carried.

**5. CONSENT AGENDA**

**A. Approval of Minutes: November 13, 2023.**

**B. Just and Correct Claims.**

**C. Resolution 9826, Authorizing Separation Compensation for Police Officer Jason Eyberg.**

**D. Resolution 9825, Approving a Public Works Memorandum of Understanding for 2023 Wages Payable to the Public Works Collective Bargaining Agreement.**

MOTION/SECOND: Meehlhause/Cermak. To Approve the Consent Agenda as presented.

Ayes – 4

Nays – 0

Motion carried.

**6. SPECIAL ORDER OF BUSINESS**

**A. SBM Fire Department Update – Deputy Fire Chief Matt Grantz.**

Deputy Fire Chief Matt Grantz provided the Council with an update from the SBM Fire Department. He explained SBM would be kicking off the Santa Parade next week, Monday through Thursday and would be in Mounds View on Tuesday night. He stated back in March the

1 department hired a recruitment individual to assist with bringing 29 new individuals into the  
2 department. He discussed how important this was to the department while it shifts to a duty crew  
3 on January 1, 2024. He commented further on how the fire stations would be staffed in the new  
4 year. He was pleased to report the department took delivery of new fire engine #3, which would  
5 be at the North Station.

6  
7 Mayor Lindstrom thanked Deputy Chief Grantz for his update and stated he was looking forward  
8 to the Santa Parade.

9  
10 **7. PUBLIC COMMENT**  
11

12 Vince Meyer, 8380 Spring Lake Road, stated at the last meeting he asked if needed a permit to  
13 park a dumpster on his road. He explained the police department told him he cannot. He reported  
14 there was a tree removal service on his street today for three hours that locked up traffic and this  
15 past weekend a family had a birthday party with eight visiting cars that were parked in the street.  
16 He anticipated residents on his street would have garage sales this summer. He questioned how  
17 this parking should be addressed and asked if a special permit was required for parking. He  
18 discussed the bad driveways that were found along his roadway and requested the City  
19 communicate better with the residents within this street improvement project.

20  
21 Sharon Kirscher, 8406 Red Oak Drive, discussed the traffic meeting she was not able to attend.  
22 She indicated she was irritated with the options that were proposed, such as putting a stop sign at  
23 LaPort and Red Oak Drive. She was of the opinion the only way to slow traffic down would be to  
24 put in traffic circles because people were not slowing down for the stop signs.

25  
26 Nick Super, 8088 Edgewood Drive, explained he has lived in his home for the past three years and  
27 has been a resident of Mounds View for the past 29 years. He commented on the sales tax  
28 referendum that failed in the last election. He believed that the community center expansion project  
29 was a good project for the City and would have drawn people to the community. He anticipated  
30 the communities negative response was due to the proposed funding. He urged the City Council  
31 to find another funding method to move this project forward without additional taxes on Mounds  
32 View residents. He then asked if the Council was offered any form of compensation from Pulte  
33 Homes or an affiliate in order to support the Ardan Park project.

34  
35 Mayor Lindstrom and the remainder of the Councilmembers reported they received no  
36 compensation to support this project.

37  
38 Brian Amundsen, 3048 Woodale Drive, spoke to the Council regarding the proposed 2024 tax  
39 levy. He reported he received the recent edition of the *Mounds View Matters*. He explained he was  
40 confused because it appears total revenues and expenditures would be less in 2024, but the City  
41 would be asking for more taxes. He commented on the Charter cap, which was 6% and could only  
42 be raised to 9% if four Councilmembers agreed to raise it to 9%. He feared that the percentage of  
43 increase was more than was spoken about by the Council in September. He understood the amount  
44 that was certified to the County could go down, but could not go up. He urged the Council to work  
45 to lower the proposed tax levy, noting the proposed increase would be a huge burden on hard  
46 working families and seniors.

**8. COUNCIL BUSINESS**

**A. Resolution 9824, Approving Appointments to the Mounds View Planning Commission and Parks, Recreation and Forestry Commission for 2024.**

City Administrator Zikmund requested the Council approve appointments to the Planning Commission and Parks, Recreation and Forestry Commission for 2024. He reviewed the recommendations from each commission and asked that the Council approve the appointments.

Valerie Amundsen, 3048 Woodale Drive, spoke to the process followed by the City for commission appointments. She believed the Council was reappointing individuals that were already serving without considering new individuals for appointment. She supported the Council reviewing these applications and making appointments. It was her hope that the Council would be appointing the best individuals to these positions versus strictly following Commission recommendations.

Council Member Meehlhause supported the Council tabling action on this item to a future meeting in order to allow the Council to further discuss the appointment process.

MOTION/SECOND: Meehlhause/Cermak. To Table action on this item to a future Council meeting.

Mayor Lindstrom stated he supported the Council further discussing this topic as well.

Ayes – 4                      Nays – 0                      Motion carried.

**B. Resolution 9827, Approving a Special Election for a Vacant Seat on the City Council and Setting a Date for the Special Election.**

City Administrator Zikmund requested the Council approve a Special Election for a vacant seat on the City Council and setting a date for the Special Election. He reviewed the proposed dates for the special election, noting filing would open in January and the election would be held in April.

Brian Amundsen, 3048 Woodale Drive, questioned if the Council could direct the procedures for the election versus having to work with Ramsey County. City Administrator Zikmund explained the City could not meet the County's February deadline, which meant the election would have to be pushed to April.

MOTION/SECOND: Meehlhause/Gunn. To Waive the Reading and Adopt Resolution 9827, Approving a Special Election for a Vacant Seat on the City Council and Setting a Date for the Special Election.

Ayes – 4                      Nays – 0                      Motion carried.

**C. Resolution 9823, Approving the Subscription to Flock Services to include License Plate Readers and Software.**

Police Chief Zender requested the Council approve a subscription to Flock Services to include License Plate Readers and Software. He explained he would like to install 10 cameras throughout the City. He reported the expense for this project would be coming out of the public safety grant the City would be receiving next month. He spoke further to the value of having these cameras in place to assist with solving crimes in the community.

Council Member Meehlhause asked what kind of data would be captured from these cameras that would be included in the quarterly reports. Police Chief Zender explained he would speak to the instances on when the cameras were used to solve crime.

Mayor Lindstrom questioned when the new cameras would be installed. Police Chief Zender reported the cameras would be installed within 45 days of the first camera being installed. He anticipated the cameras would be installed within one to two weeks.

Mayor Lindstrom explained this system would only capture data if data was entered into the system. Police Chief Zender stated this was the case and commented on how this system spoke with neighboring communities. He explained there would be great benefit to sharing information with neighboring agencies in order to solve crimes.

Vince Meyer, 8380 Spring Lake Road, explained after speaking with several officers he was concerned with the fact the people committing crimes may put different license plates on their vehicles when driving through the City, which would make this technology useless. He commented further on how quickly this technology may become obsolete and asked if the technology could be used after two years. Police Chief Zender reported the current contract was to have the cameras in place for two years. Once that two years is up, the City would not have to renew the contract. While he understood people steal license plates, he still saw the benefit of having this technology in place in the community.

Mayor Lindstrom spoke to how this technology was already being used to solve crimes and explained he appreciated the fact neighboring communities already had cameras in place. He stated Flock had a heavy presence in the area.

MOTION/SECOND: Gunn/Meehlhause. To Waive the Reading and Adopt Resolution 9823, Approving the Subscription to Flock Services to include License Plate Readers and Software.

Ayes – 4

Nays – 0

Motion carried.

**D. Resolution 9828, Authorization to apply for a 2024 Municipal Inflow and Infiltration Grant Request to the Metropolitan Council.**

Public Works/Parks and Recreation Director Peterson requested the Council authorize staff to apply for a 2024 Municipal Inflow and Infiltration (I&I) Grant Request to the Metropolitan Council. He explained this grant was designed to assist cities with addressing I&I in the community.

1 MOTION/SECOND: Meehlhause/Gunn. To Waive the Reading and Adopt Resolution 9828,  
2 Authorization to apply for a 2024 Municipal Inflow and Infiltration Grant Request to the  
3 Metropolitan Council.

4  
5 Ayes – 4 Nays – 0 Motion carried.

6  
7 **E. Resolution 9829, Approving a Contractor for Private Inflow and Infiltration**  
8 **Televising and Repairs.**  
9

10 Public Works/Parks and Recreation Director Peterson requested the Council approve a contractor  
11 for private inflow and infiltration (I&I) televising and repairs. He discussed the City's point of sale  
12 program which requires homeowners to have their sanitary sewer line televised and submitted to  
13 public works. He reported the Council wanted this program in place in order to preserve its  
14 infrastructure and have contractors in place to assist homeowners with I&I televising. He reviewed  
15 the contractors that submitted proposals and recommended the Council approve a contract with  
16 Marvel Sewer.

17  
18 Vince Meyer, 8380 Spring Lake Road, expressed concern with the amount of money he was being  
19 charged to have his lines inspected by a contractor. City Administrator Zikmund reported residents  
20 are not obligated to use this contractor, but at a point of sale residents are required to submit a  
21 video from their house to the City main. Public Works/Parks and Recreation Director Peterson  
22 stated this was the case and noted the City will reject a video of a video, or if the video did not  
23 have proper clarity.

24  
25 MOTION/SECOND: Gunn/Meehlhause. To Waive the Reading and Adopt Resolution 9829,  
26 Approving a Contractor for Private Inflow and Infiltration Televising and Repairs.

27  
28 Ayes – 4 Nays – 0 Motion carried.

29  
30 **F. Resolution 9830, Authorization 2024 Private Property Inflow and Infiltration**  
31 **Grant Program from the Metropolitan Council.**  
32

33 Public Works/Parks and Recreation Director Peterson requested the Council authorize the 2024  
34 Private Property Inflow and Infiltration Grant Program from the Metropolitan Council. He  
35 commented further on the grant program that had been established by the Met Council noting this  
36 would be a pilot program on a sliding scale that would be in place for one year. He reviewed a  
37 map of the City's sewer lines noting the age of the lines that would require lining.

38  
39 Council Member Meehlhause asked if the homeowners who were proactive and got their lines  
40 inspected would be eligible for this program. Public Works/Parks and Recreation Director Peterson  
41 stated these residents should be included.

42  
43 Council Member Meehlhause questioned if the City was seeing an improvement in the amount of  
44 I&I that was getting into the system. Public Works/Parks and Recreation Director Peterson  
45 reported the City was seeing a reduction in I&I, but there was still clear water flowing into the  
46 sanitary sewer system.

Mayor Lindstrom asked how the funds would be divided by the City. City Administrator Zikmund reported it would make the most sense to speak with the pre 1960's homeowners first because staff knows their lines were in the worst condition.

MOTION/SECOND: Meehlhause/Cermak. To Waive the Reading and Adopt Resolution 9830, Authorization 2024 Private Property Inflow and Infiltration Grant Program from the Metropolitan Council.

Mayor Lindstrom thanked staff for all of their efforts to pursue this grant for the community.

Ayes – 4                      Nays – 0                      Motion carried.

**9. REPORTS**

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

Council Member Gunn stated a Native American Heritage Celebration would be held at Irondale High School on Tuesday, November 28 from 6:00 p.m. to 8:00 p.m.

Council Member Gunn reported Cookies with Santa would be held at the Mounds View Community Center on Saturday, December 2 starting at 10:00 a.m.

Council Member Meehlhause reported he would be attending an NYFS Governance Committee and Convention Bureau Finance Committee meetings on Thursday, November 30.

Council Member Cermak encouraged fourth, fifth and sixth grade students to participate in the Mayor for a Day Contest, noting the deadline for this contest was Tuesday, December 12.

Council Member Cermak reported the Mounds View Police Foundation would meet next on Tuesday, December 12 at Hodges Park at 5:30 p.m.

Mayor Lindstrom explained the Festival in the Park Committee would be meeting on Tuesday, November 28 at 6:30 p.m. at the Mounds View Community Center.

**B. Reports of Staff.**

Finance Director Bauman reported the Truth in Taxation Hearing would be held on Monday, December 4 at 6:00 p.m.

Police Chief Zender explained Investigator Jeremy Helpap was promoted to Deputy Chief and his position was now being backfilled. He explained Officer Riley Solz would be promoted to Investigator and the department was backgrounding for one new officer. He stated he was looking to promote a fourth sergeant in 2024. Further discussion ensued regarding the staffing levels within the department.

1 Public Works/Parks and Recreation Director Peterson reported the Council will have to go into a  
2 closed session (December 18 or 19) regarding the water treatment plant to discuss settlement  
3 options.

4  
5 Public Works/Parks and Recreation Director Peterson explained projects were wrapping up for the  
6 season. He stated the only project that was underway at this time was the City's sanitary sewer  
7 lining project.

8  
9 Public Works/Parks and Recreation Director Peterson discussed the watermain break that occurred  
10 on Thanksgiving Day along Long Lake Road.

11  
12 City Administrator Zikmund provided the Council with an update on the garbage hauler  
13 negotiations. He anticipated the negotiations would be completed in January 2024.

14  
15 **C. Reports of City Attorney.**

16  
17 City Attorney Riggs had nothing additional to report.

18  
19 **10. Truth in Taxation Hearing: Monday, December 4, 2023, at 6:00 p.m.**  
20 **Next Council Work Session: Monday, December 4, 2023, at 6:30 p.m.**  
21 **Next Council Meeting: Monday, December 11, 2023, at 6:00 p.m.**

22  
23 **11. ADJOURNMENT**

24  
25 The meeting was adjourned at 7:50 p.m.

26  
27 Transcribed by:

28  
29 Heidi Guenther

30 *Minute Maker Secretarial*

1                               **PROCEEDINGS OF THE MOUNDS VIEW CITY COUNCIL**  
2   **CITY OF MOUNDS VIEW**  
3   **RAMSEY COUNTY, MINNESOTA**  
4

5   **Truth In Taxation Meeting**  
6   **December 4, 2023**  
7   **Mounds View City Hall**  
8   **2401 Mounds View Boulevard, Mounds View, MN 55112**  
9   **6:00 P.M.**

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11  
12   **1.     MEETING IS CALLED TO ORDER**

13  
14   **2.     PLEDGE OF ALLEGIANCE**

15  
16   **3.     ROLL CALL:** Cermak, Gunn, Lindstrom, Meehlhause.

17  
18       **NOT PRESENT:** None.  
19

20   **4.     APPROVAL OF AGENDA**

21       **A.     Monday, December 4, 2023, City Council Agenda.**

22  
23   MOTION/SECOND: Meehlhause/Gunn. To Approve the Monday, December 4, 2023, agenda as  
24   presented.

25  
26                               Ayes – 4                               Nays – 0                               Motion carried.  
27

28   **5.     COUNCIL BUSINESS**

29  
30       **A.     Truth in Taxation Presentation.**

31  
32   Finance Director Bauman reviewed the proposed 2024 budget in detail with the Council indicating  
33   it was the City's mission to provide high quality public services in a fiscally responsible manner.  
34   She discussed the variables that impact tax bills and described the process the City follows in order  
35   to approve its budget and tax levy. She noted this meeting would allow the public a time to voice  
36   concerns and explained the final budget would be approved by the Council at their Monday,  
37   December 11, 2023 meeting.

38  
39   Finance Director Bauman explained the proposed budget assumes a property tax levy increase of  
40   6.5%. She reported the General Fund is the City's operating fund and accounts for most city-wide  
41   activities. She provided the Council with a summary on General Fund revenue and expenditure  
42   changes, noting the use of fund balance has decreased. She described how property taxes were  
43   broken down between the City, county and schools, as well as defining how the City utilized its  
44   tax dollars. She compared the City's proposed levy to the levy of comparable communities. Staff  
45   discussed how the proposed levy would impact the median value home owner and asked for  
46   comments or questions from the City Council.



Valerie Amundsen, 3048 Woodale Drive, requested comment from staff regarding last year's levy compared to the proposed levy. She asked what the levy increase was last year. Finance Director Bauman provided Ms. Amundsen with further information on the General Fund budget for 2023 and 2024. She noted that the preliminary maximum levy that was approved in September was 7.54%.

Ms. Amundsen reminded the Council that 40% of Mounds View's population was seniors. She urged the Council to keep this in mind when proposing tax increases, noting these yearly increases were impacting seniors on a fixed budget. While she fully supported the City having a top of the line police department, she questioned if everything the City purchased had to be top of the line.

Brian Amundsen, 3048 Woodale Drive, questioned if the proposed 6.5% levy increase included all of the other services. Finance Director Bauman reported this was the case.

Council Member Meehlhause questioned how much longer the fire bonds would be in place. City Administrator Zikmund reported these bonds would be in place until 2026.

Judy Yellowstrand, 2071 Pinewood Drive, stated she did not have access to the budget presentation on her computer. She asked if the levy would increase 8.5% or 6.5%. Finance Director Bauman clarified the overall levy increase is proposed to be 6.5% or less. Further discussion ensued regarding how the proposed levy had decreased from the preliminary levy that was approved in September.

Ms. Yellowstrand questioned what the police officer levy was in 2023. Finance Director Bauman explained this levy totaled \$385,000.

Ms. Yellowstrand requested further information regarding the EDA levy. City Administrator Zikmund reported the EDA levy was separate and totaled \$100,000 each year.

Carol Mueller, 8343 Groveland Road, expressed concern with how the average household in Mounds View would now be paying \$100 per month or more in property taxes for the City. She understood the City could not control the County or school district increases and commented on how the proposed jump would adversely impact those living on a fixed income. She urged the Council to take another look at the budget and tax levy in order to make cuts or reductions. She commented on the EDA levy noting these funds were set aside to assist with economic improvements. She understood the EDA levy used to be \$150,000 and this amount has been reduced to \$100,000. She encouraged the Council to consider further lowering the EDA levy to \$50,000 given the current market conditions.

Chris Edmond, 2234 Bronson Drive, commented on the \$97 per month that would be paid by homeowners to the City. Finance Director Bauman stated this was an average or estimate for a median value homeowner.

**6. Next Council Work Session: Monday, December 4, 2023, at 6:30 p.m.**  
**Next Council Meeting: Monday, December 11, 2023, at 6:00 p.m.**

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**7. ADJOURNMENT**

The meeting was adjourned at 6:41 p.m.

Transcribed by:

Heidi Guenther

*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

20425 in the amount of \$952.93

608 through 617 in the amount of \$145,443.07

153976 through 154049 in the amount of \$ 358,501.34

**TOTAL AMOUNT OF CLAIMS PRESENTED** **\$ 504,897.34**

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 12/12/23 by vote \_\_\_\_\_ ayes \_\_\_\_\_ nays.

  
**Finance Director**

11/28/2023 7:56 AM  
PACKET: 03557 Ck Date 11/30/2023 - 8  
VENDOR SET: 01 City of Mounds View  
BANK: PYBNK Western Bank

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

18+ Page 1

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M7152	I-99520231130	MN Child Support Payment Center Case #0015244278		R 11/30/2023		952.93	020425	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

11/27/2023 11:33 AM

## DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03548 Ck Date 11-16-2023 - 6

VENDOR SET: 01 City of Mounds View

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK: PYBKN Western Bank

2nd Page 1

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
H3005		90 Degree Benefits						
	I-12020231102	Med Exp Sourcewell	D	12/01/2023		26,784.90	000608	
	I-12020231116	Med Exp Sourcewell	D	12/01/2023		21,080.85	000608	47,865.75

## \* \* 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	47,865.75	47,865.75
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	47,865.75	47,865.75

12/07/2023 11:57 AM

## DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03556 Ck Date 11/30/2023 - 6

VENDOR SET: 01 City of Mounds View

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK: PYBNK Western Bank

3<sup>rd</sup> Page 1

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
H3005	I-12020231130	90 Degree Benefits Med Exp Sourcewell		D 11/30/2023		1,516.10	000609	1,516.10

* * 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	1,516.10	1,516.10
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	1,516.10	1,516.10

11/29/2023 8:10 AM DIRECT PAYABLES CHECK REGISTER  
 PACKET: 03558 Ck Date 11/30/2023 - 9  
 VENDOR SET: 01 City of Mounds View \*\*\* DRAFT/OTHER LISTING \*\*\*  
 BANK: PYBNK Western Bank

PAGE: 1

4th Page 1

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E1200		EFTPS-Direct						
	I-T1 20231130	Income Tax W/H	D	11/30/2023		19,025.13	000610	
	I-T3 20231130	FICA W/H	D	11/30/2023		13,942.72	000610	
	I-T4 20231130	Medicare W/H	D	11/30/2023		5,583.60	000610	38,551.45
H1016		HSA Bank						
	I-12520231130	CL211 HSA CONTRIBUTIONS	D	11/30/2023		300.00	000611	300.00
I0025		ICMA Retirement Trust - 457						
	I-40020231130	Payroll W/H	D	11/30/2023		1,621.15	000612	
	I-40220231130	Roth Payroll W/H	D	11/30/2023		405.00	000612	
	I-40320231130	Payroll W/H	D	11/30/2023		1,149.48	000612	
	I-41520231130	Payroll W/H	D	11/30/2023		3,419.94	000612	6,595.57
M0658		MN State Retirement System						
	I-40120231130	#98995-01 MN	D	11/30/2023		2,727.70	000613	
	I-40420231130	#98995-01 MN ROTH	D	11/30/2023		150.00	000613	
	I-40520231130	#98995-01 MN	D	11/30/2023		183.44	000613	3,061.14
M7342		MN Dept of Revenue						
	I-T2 20231130	State Income Tax	D	11/30/2023		8,470.38	000614	8,470.38
P9250		Public Employees Retirement Ass						
	I-00120231130	PERA 643400	D	11/30/2023		14,643.19	000615	
	I-00220231130	PERP 643400	D	11/30/2023		24,379.05	000615	39,022.24

* * 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	96,000.78	96,000.78
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	96,000.78	96,000.78

11/29/2023 8:12 AM DIRECT PAYABLES CHECK REGISTER  
 PACKET: 03559 Ck Date 11-30-2023 Eyberg  
 VENDOR SET: 01 City of Mounds View \*\*\* DRAFT/OTHER LISTING \*\*\*  
 BANK: PYBNK Western Bank

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VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E1200	I-T4 20231129	EFTPS-Direct Medicare W/H	D	11/30/2023		41.66	000616	41.66
M7342	I-T2 20231129	MN Dept of Revenue State Income Tax	D	11/30/2023		18.78	000617	18.78

* * 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:					2	0.00	60.44	60.44
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:					2	0.00	60.44	60.44



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BANK: \* ALL BANKS  
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A/P HISTORY CHECK REPORT

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	12/12/2023			153982		
C-CHECK	VOID CHECK	V	12/12/2023			153990		
C-CHECK	VOID CHECK	V	12/12/2023			153991		
C-CHECK	VOID CHECK	V	12/12/2023			153995		
C-CHECK	VOID CHECK	V	12/12/2023			153996		
C-CHECK	VOID CHECK	V	12/12/2023			154002		
C-CHECK	VOID CHECK	V	12/12/2023			154009		
C-CHECK	VOID CHECK	V	12/12/2023			154019		

* * 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:	8 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			8	0.00	0.00	0.00
BANK: *		TOTALS:	8	0.00	0.00	0.00

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 BANK: APBNK US Bank  
 DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	EPPINGER, DANIEL							
I-000202311309371	US REFUND	R	12/12/2023			153976		
700 1152	UTILITY DELQ. RECIEVABLE	17-3790-01		68.50				68.50
1	MONTOUR, DANIEL & BO							
I-000202311309372	US REFUND	R	12/12/2023			153977		
700 1152	UTILITY DELQ. RECIEVABLE	12-1590-01		12.08				12.08
1	PICHE, LUKE & ASHLEY							
I-000202311309373	US REFUND	R	12/12/2023			153978		
700 1152	UTILITY DELQ. RECIEVABLE	06-0510-01		16.69				16.69
A1900	Able Hose & Rubber, Inc.							
I-232314-001	PW# 446 Air Hose and Ends	R	12/12/2023			153979		
100 4465-1230	SUPPLIES, EQUIPMENT	PW# 446 Air Hose and		246.75				246.75
A2300	AE2S							
I-90847	9/30 to 10/27/23 Gen I&I Serv	R	12/12/2023			153980		
700 4823-3030	OTHER PROFESSIONAL SERVICES	9/30 to 10/27/23 Gen		1,588.00				1,588.00
A5080	Amazon Capital Services							
C-1DVP-KV3H-KGMF	HP Laserjet return	R	12/12/2023			153981		
100 4160-1230	SUPPLIES, EQUIPMENT	HP Laserjet return		139.00CR				
C-1MML-1FXH-1TPW	Portable podium return	R	12/12/2023			153981		
252 4730-1230	SUPPLIES, EQUIPMENT	Portable podium retu		371.99CR				
I-11LF-VHVP-FFFG	Battery packs	R	12/12/2023			153981		
700 4823-1600	OPERATING SUPPLIES	Battery packs		188.50				
100 4472-1230	SUPPLIES, EQUIPMENT	Driveway markers		159.98				
700 4823-1600	OPERATING SUPPLIES	Battery packs		105.30				
100 4472-1230	SUPPLIES, EQUIPMENT	Driveway markers		79.99				
730 4823-5130	REPAIRS, EQUIPMENT	Lift St Engine heate		134.85				
I-19DT-JPMR-FFPK	Toner	R	12/12/2023			153981		
100 4160-1600	OPERATING SUPPLIES	Toner		234.25				
100 4160-1600	OPERATING SUPPLIES	Toner		105.49				
I-1CD9-MQG3-DFHK	Weight equipment	R	12/12/2023			153981		
252 4732-1230	SUPPLIES, EQUIPMENT	Weight equipment		469.98				
252 4732-1230	SUPPLIES, EQUIPMENT	Barbells		98.97				
252 4732-1230	SUPPLIES, EQUIPMENT	Basketball nets		83.94				1,150.26
A6030	American Engineering Testing,							
I-INV-163298	2022-2023 St Rehab Assure Test	R	12/12/2023			153983		
485 4470-7050-324	2022 STREET PROJECT	2022-2023 St Rehab A		4,041.25				4,041.25

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 DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
B3045	Brian Beeman							
I-202312049378	MREE, FRIDLEY MFG, PHONE	R	12/12/2023			153984		
230 4650-3800	MILEAGE & PARKING	MREE, FRIDLEY MFG.		39.96				
230 4650-3100	TELEPHONE	PHONE		50.00				89.96
B3070	Gayle Bauman							
I-202311309375	Sept/Oct Phone, Bank Runs	R	12/12/2023			153985		
100 4150-3100	COMMUNICATIONS	Sept/Oct Phone, Bank		100.00				
100 4150-3630	TRAINING & CONFERENCES	Sept/Oct Phone, Bank		17.03				117.03
B4000	Beisswenger's Do It Best							
I-805085	Shears for Shrubs	R	12/12/2023			153986		
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	Shears for Shrubs		58.29				
I-806985	PW# IMP12 Hedge Trimmer Bulb	R	12/12/2023			153986		
100 4360-1220	SUPPLIES, VEHICLES	PW# IMP12 Hedge Trim		2.19				
I-807037	Snow Shovels: CH, PW, MVCC	R	12/12/2023			153986		
100 4460-1600	OPERATING SUPPLIES	Snow Shovels: CH, PW		124.18				184.66
B4905	City of Blaine							
I-6717	2nd Half Fire Bond 2013A,2018A	R	12/12/2023			153987		
100 4210-8010	DEBT, PRINCIPAL	2nd Half Fire Bond 2		57,737.50				
100 4210-8020	DEBT, INTEREST	2nd Half Fire Bond 2		3,162.00				60,899.50
B7000	Braun Intertec Corporation							
I-B366915	2024 Road Projects Design	R	12/12/2023			153988		
485 4470-7050-327	2024 STREET PROJECT	2024 Road Projects D		8,539.80				8,539.80
C1470	Cardmember Service							
I-202311240026	DOLLAR TREE	R	12/12/2023			153989		
252 4732-1230	SUPPLIES, EQUIPMENT	Fall Festival suppli		33.59				
I-202311240044	DRI-SAP	R	12/12/2023			153989		
100 4160-1230	SUPPLIES, EQUIPMENT	Crystal Report softw		536.46				
I-202311240483	WAL-MART	R	12/12/2023			153989		
252 4732-1230	SUPPLIES, EQUIPMENT	Fall Festival suppli		157.57				
I-202311241535	CARIBOU	R	12/12/2023			153989		
100 4200-3070	COPS EVENTS	CFMH meeting		44.84				
I-202311242393	BCA TRAINING ED	R	12/12/2023			153989		
100 4200-3630	TRAINING & CONFERENCES	DMT recertification		75.00				
I-202311243100	CARS BIKE SHOP	R	12/12/2023			153989		
100 4200-3070	COPS EVENTS	Coat drive boxes		51.99				
I-202311243371	CREEKSIDE	R	12/12/2023			153989		
100 4160-3030	OTHER PROFESSIONAL SERVICES	Scan microfilm cartr		75.00				
I-202311245345	MN NURSERY & LANDSCAPE	R	12/12/2023			153989		
100 4360-3630	TRAINING & CONFERENCES	Green Expo Pest cert		996.00				
I-202311245433	COSTCO WHSE	R	12/12/2023			153989		
252 4732-1230	SUPPLIES, EQUIPMENT	Fall Festival suppli		555.97				
I-202311246366	CPR TRAINING SRVS	R	12/12/2023			153989		
100 4200-3630	TRAINING & CONFERENCES	BLS & first aid card		342.00				
I-202311246462	ALDI	R	12/12/2023			153989		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C1470	Cardmember Service	CONT						
I-202311246462	ALDI	R	12/12/2023			153989		
100 4200-3070	COPS EVENTS	CFMH meeting		13.54				
I-202311247116	WALGREENS	R	12/12/2023			153989		
252 4732-1230	SUPPLIES, EQUIPMENT	Fall Festival suppli		201.22				
I-202311247589	CARS BIKE SHOP	R	12/12/2023			153989		
100 4200-3070	COPS EVENTS	Coat drive boxes		18.41				3,101.59
C3255	Central Rental							
I-1-612026	Saw for Water Main Repairs	R	12/12/2023			153992		
700 4823-5150	REPAIRS, UTILITY	Saw for Water Main R		79.99				79.99
C4500	City Wide Maintenance of Minne							
I-32009021130	Dec. 2023 Cleaning:CH,MVCC...	R	12/12/2023			153993		
252 4350-3030	OTHER PROFESSIONAL SERVICES	Dec. 2023 Cleaning:C		1,087.12				
100 4460-3030	OTHER PROFESSIONAL SERVICES	Dec. 2023 Cleaning:C		2,181.07				3,268.19
C4510	Cintas - Chicago							
I-4174704034	MVCC: Linens, Mats, Towels...	R	12/12/2023			153994		
252 4350-1600	OPERATING SUPPLIES	MVCC: Linens, Mats,		32.48				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMVCC: Linens, Mats,			42.02				
252 4730-3030	OTHER PROFESSIONAL SERVICES	MVCC: Linens, Mats,		60.27				
I-4175033047	Uniforms & Clothing	R	12/12/2023			153994		
100 4360-2400	UNIFORM & CLOTHING	Uniforms & Clothing		27.58				
100 4410-2400	UNIFORM & CLOTHING	Uniforms & Clothing		4.07				
100 4460-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		0.47				
100 4465-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		5.70				
100 4470-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		12.69				
100 4472-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		8.73				
100 4475-2400	UNIFORMS & CLOTHING	Uniforms & Clothing		2.68				
700 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing		18.74				
700 4825-2400	UNIFORM & CLOTHING	Uniforms & Clothing		3.49				
730 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing		21.42				
745 4415-2400	UNIFORM & CLOTHING	Uniforms & Clothing		9.08				
745 4417-2400	UNIFORM & CLOTHING	Uniforms & Clothing		1.74				
I-4175340402	Mats & Towels	R	12/12/2023			153994		
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			6.78				
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.09				
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.10				
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			1.42				
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			3.88				
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.16				
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.64				
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			5.90				
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.88				
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			6.68				
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.77				
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.44				
I-4175401930	MVCC Linens, Mats, Towels...	R	12/12/2023			153994		

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C4510	Cintas - Chicago	CONT						
I-4175401930	MVCC Linens, Mats, Towels...	R	12/12/2023			153994		
252 4350-1600	OPERATING SUPPLIES		MVCC Linens, Mats, T	32.48				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMVCC Linens, Mats, T			39.62				
252 4730-3030	OTHER PROFESSIONAL SERVICES		MVCC Linens, Mats, T	6.67				363.67
C5855	Comcast							
I-202311309374	Oct to Nov./Nov-Dec B/U Dialer	R	12/12/2023			153997		
700 4823-3100	TELEPHONE		Oct to Nov./Nov-Dec	47.45				47.45
D2515	Dell Marketing L.P.							
I-10714525132	PW: Facil. Maint. Computer	R	12/12/2023			153998		
100 4160-1230	SUPPLIES, EQUIPMENT		PW: Facil. Maint. Co	762.82				762.82
F1095	Ferguson WaterWorks #2518							
I-0523336	Rod for Curb Stops	R	12/12/2023			153999		
700 4823-1250	SUPPLIES, UTILITIES		Rod for Curb Stops	68.64				68.64
F2056	First Call							
I-3298-157086	PD# 115 Window Regulator	R	12/12/2023			154000		
100 4465-1220	SUPPLIES, VEHICLES		PD# 115 Window Regul	104.80				104.80
F8000	City of Fridley							
I-20231212Q3	2023 3rd Qtr UB	R	12/12/2023			154001		
730 4823-3200	WATER & SEWER		3048 Bronson - sewer	162.90				
730 4823-3200	WATER & SEWER		7325 Pleasant View D	142.80				
730 4823-3200	WATER & SEWER		7365 Pleasant View D	55.70				
730 4823-3200	WATER & SEWER		7375 Pleasant View D	95.90				
730 4823-3200	WATER & SEWER		7385 Pleasant View D	75.80				
730 4823-3200	WATER & SEWER		7415 Pleasant View D	82.50				
730 4823-3200	WATER & SEWER		7425 Pleasant View D	102.60				
730 4823-3200	WATER & SEWER		7447 Pleasant View D	75.80				
730 4823-3200	WATER & SEWER		7457 Pleasant View D	82.50				
700 4823-3200	WATER & SEWER		7545 Pleasant View D	86.70				
730 4823-3200	WATER & SEWER		7545 Pleasant View D	68.43				
700 4823-3200	WATER & SEWER		7555 Pleasant View D	55.82				
730 4823-3200	WATER & SEWER		7555 Pleasant View D	71.24				
700 4823-3200	WATER & SEWER		7581 Pleasant View D	49.62				
730 4823-3200	WATER & SEWER		7581 Pleasant View D	63.87				
700 4823-3200	WATER & SEWER		7611 Pleasant View D	56.42				
730 4823-3200	WATER & SEWER		7611 Pleasant View D	97.24				
700 4823-3200	WATER & SEWER		7655 Pleasant View D	51.01				
730 4823-3200	WATER & SEWER		7655 Pleasant View D	66.42				1,543.27

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
H3076	Neil Hiatt							
I-202312049379	2023-25 Boot, Clothing Allow	R	12/12/2023			154003		
700 4823-2400	UNIFORM & CLOTHING	2023-25	Boot, Cloth	161.49				161.49
H4045	Hirshfield's, Inc.							
I-28124867	Green, Yellow, Orange Paints	R	12/12/2023			154004		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	Green, Yellow, Orang		263.01				263.01
H7301	Home Depot Pro - Atlanta							
I-776035693	MVCC: Service Cart	R	12/12/2023			154005		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	MVCC: Service Cart		199.64				199.64
I6560	Innovative Office Solutions, L							
I-IN4399743	CH: Labels, Binders, Tape...	R	12/12/2023			154006		
100 4160-1600	OPERATING SUPPLIES	CH: Labels, Binders,		57.74				
I-IN4400060	CH: Lgl Pad, Sign Here Flags..	R	12/12/2023			154006		
100 4160-1600	OPERATING SUPPLIES	CH: Lgl Pad, Sign He		51.24				108.98
I6583	Insituform Tech. USA, LLC							
I-1 2023-C03	8/21/23 to 11/27/23	R	12/12/2023			154007		
730 4823-7050	CONSTRUCTION	8/21/23 to 11/27/23		79,466.84				
730 2050	CONTRACTS PAYABLE	8/21/23 to 11/27/23		3,973.34CR				75,493.50
K3000	Kennedy & Graven, Chartered							
I-178426	Non Retainer - November	R	12/12/2023			154008		
100 4110-3030	OTHER PROFESSIONAL SERVICES	Charter Commission		1,505.00				
100 4160-3010	GENERAL LEGAL SERVICES	General Real Estate		64.50				
100 4160-3010	GENERAL LEGAL SERVICES	General Labor Matter		21.50				
100 4160-3010	GENERAL LEGAL SERVICES	Telecommunications		322.50				
100 4160-3010	GENERAL LEGAL SERVICES	General Employment M		129.00				
230 2320	DEPOSIT PAYABLE	Greenwood Drive Infi		994.50				
700 4823-7050	CONSTRUCTION	Water Treatment Plan		215.00				
230 2320	DEPOSIT PAYABLE	Long Lake Cove (7700		25.50				
100 4160-3010	GENERAL LEGAL SERVICES	Enforcement - 5661 Q		172.00				
100 4160-3010	GENERAL LEGAL SERVICES	Enforcement - 5671 Q		107.50				
100 4160-3010	GENERAL LEGAL SERVICES	Organized Collection		7,613.08				
100 4160-3010	GENERAL LEGAL SERVICES	Ardan Park Developme		102.00				
100 4140-3030	OTHER PROFESSIONAL SERVICES	Special Election		279.50				
100 4160-3010	GENERAL LEGAL SERVICES	Sales Tax Matter		451.50				
745 4415-3030	OTHER PROFESSIONAL SERVICES	PFA Settlements		516.00				
100 2320	DEPOSIT PAYABLE	Wilcox (Alexander Ga		1,902.60				
100 4160-3010	GENERAL LEGAL SERVICES	7765 Pleasant View M		1,440.50				
100 4160-3010	GENERAL LEGAL SERVICES	2925 County Road H2		86.00				
I-178429	EDA - November	R	12/12/2023			154008		
230 4650-3030	OTHER PROFESSIONAL SERVICES	General Matters		193.50				
230 2320	DEPOSIT PAYABLE	MWF Housing Project		99.90				
230 2320	DEPOSIT PAYABLE	MWF Properties Proj		2,040.00				
230 4650-3030	OTHER PROFESSIONAL SERVICES	2716 Hillview Road		3,029.40				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
K3000	Kennedy & Graven, CharCONT							
I-178429	EDA - November	R	12/12/2023			154008		
230 4650-3030	OTHER PROFESSIONAL SERVICES	2833 Mounds View Blv		1,999.10				
I-178434	Retainer - November	R	12/12/2023			154008		
100 4160-3010	GENERAL LEGAL SERVICES	Retainer - November		2,045.86				25,355.94
L7650	Loffler Companies, Inc.							
I-4518858	Contract for 8/1 to 10/31/23	R	12/12/2023			154010		
252 4732-5130	REPAIRS, EQUIPMENT	Contract for 8/1 to		169.31				
700 4823-3030	OTHER PROFESSIONAL SERVICES	Contract for 8/1 to		181.72				
730 4823-3030	OTHER PROFESSIONAL SERVICES	Contract for 8/1 to		181.71				
100 4160-5100	REPAIRS, COMPUTERS	Contract for 8/1 to		56.82				
100 4200-5100	REPAIRS, COMPUTERS	Contract for 8/1 to		156.56				
100 4160-5100	REPAIRS, COMPUTERS	Contract for 8/1 to		882.84				1,628.96
M1345	Mansfield Oil Company							
I-24800561	Diesel for Generator	R	12/12/2023			154011		
100 4460-1210	SUPPLIES, BUILDINGS & GROUNDS	Diesel for Generator		460.67				
I-24800565	Diesel for Generator	R	12/12/2023			154011		
700 4823-1700	MOTOR FUELS & LUBRICANTS	Diesel for Generator		133.28				593.95
M1477	Ridgeway and Associates							
I-2474	Mandatory Check-ins	R	12/12/2023			154012		
100 4200-3030	OTHER PROFESSIONAL SERVICES	Mandatory Check-ins		360.00				360.00
M1503	Martin Marietta							
I-41002256	Rec Wear for Manholes	R	12/12/2023			154013		
100 4470-1240	SUPPLIES, STREETS	Rec Wear for Manhole		89.61				
I-41061593	Class 5: Main /Service Repairs	R	12/12/2023			154013		
700 4823-5150	REPAIRS, UTILITY	Class 5: Main /Servi		2,102.70				2,192.31
M1505	Martin-McAllister Consulting P							
I-15785	Feedback assessments NH SV CA	R	12/12/2023			154014		
100 4160-3030	OTHER PROFESSIONAL SERVICES	Feedback assessments		1,050.00				1,050.00
M3505	Menards - Blaine							
I-60594	Well 6 Air Compress. Install	R	12/12/2023			154015		
700 4823-1230	SUPPLIES, EQUIPMENT	Well 6 Air Compress.		49.35				49.35
M4025	Metro Products, Inc.							
I-177509	AA/AAA Batteries, Wraps...	R	12/12/2023			154016		
100 4465-1600	OPERATING SUPPLIES	AA/AAA Batteries, Wr		363.32				363.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
M4027	Metro-INET							
I-1624	December IT services	R	12/12/2023			154017		
100 4160-5100	REPAIRS, COMPUTERS	December IT services		10,682.00				
100 4200-5100	REPAIRS, COMPUTERS	December IT services		5,718.00				
252 4350-3100	TELEPHONE	December IT services		350.00				
252 4732-5130	REPAIRS, EQUIPMENT	December IT services		325.00				
I-1655	VPN Services 8/24/23-12/31/24	R	12/12/2023			154017		
100 4160-5100	REPAIRS, COMPUTERS	VPN Services 8/24/23		407.00				17,482.00
M5300	Midway Ford Company							
C-CM794696	PD# 202 Shaft Return	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 202 Shaft Return		101.20CR				
C-CM799605	PD #201 Shaft Return	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD #201 Shaft Return		102.30CR				
I-611743	PD# 201 Water Pump, Hose	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 201 Water Pump,		53.25				
I-612409	PW# 451 Check ENG Light Mod	R	12/12/2023			154018		
100 4465-5120	REPAIRS, VEHICLES	PW# 451 Check ENG Li		421.45				
I-801587	PD# 161 Transmission Mount	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 161 Transmission		84.70				
I-803371	PD# 115 Filters, Belts, Plugs.	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 115 Filters, Bel		470.06				
I-803388	PD# 115 Brake Lamp, Trans Filt	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 115 Brake Lamp,		134.16				
I-803543	PD# 115 Hose	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 115 Hose		29.59				
I-804255	PD# 191 Valve	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 191 Valve		44.22				
I-804783	PD# 110 Wiper Motor, Arm...	R	12/12/2023			154018		
100 4465-1220	SUPPLIES, VEHICLES	PD# 110 Wiper Motor,		154.31				1,188.24
M5607	Midwest Machinery Co							
I-9856927	PW# 324 Oil Filter	R	12/12/2023			154020		
100 4360-1220	SUPPLIES, VEHICLES	PW# 324 Oil Filter		55.44				55.44
M5730	MN Occupational Health							
I-441386	Drug Screen:BB,RF NH BM, MM...	R	12/12/2023			154021		
100 4160-3030	OTHER PROFESSIONAL SERVICES	...KP, SV		624.00				624.00
M7315	MN Dept of Health							
I-202312069382	Comm. Water Supply Connect Fee	R	12/12/2023			154022		
700 2076	DUE TO STATE MN - SAFE WATER FComm. Water Supply C			12.00				12.00



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M7326	MN Dept of Transportation							
I-P00017862	Oct 2023 Bituminous Plnt Insp	R	12/12/2023			154023		
485 4470-7050-324	2022 STREET PROJECT	Oct 2023	Bituminous	209.90				209.90
M7346	MN Dept Labor & Industry							
I-ALR0155089X	Elevator Annual Oper 2023	R	12/12/2023			154024		
100 4460-3030	OTHER PROFESSIONAL SERVICES	Elevator Annual Oper		100.00				100.00
M8225	Motorola Solutions, Inc.							
I-1411047548	Videomanager EL Cloud	R	12/12/2023			154025		
480 4160-3030	OTHER PROFESSIONAL SERVICES	Videomanager EL Clou		17,090.00				17,090.00
M8225	Motorola Solutions, Inc.							
I-8281771933	Deploymt Training, Project Man	R	12/12/2023			154026		
480 4160-3030	OTHER PROFESSIONAL SERVICES	Deploymt Training, P		1,500.00				1,500.00
N7007	Northland Temporaries							
I-856970	11/19/23 Janitor TB, AM, ST	R	12/12/2023			154027		
252 4350-3030	OTHER PROFESSIONAL SERVICES	11/19/23 Janitor TB,		742.50				
252 4730-3030	OTHER PROFESSIONAL SERVICES	11/19/23 Janitor TB,		652.32				
I-856994	11/26/23 Janitor: ST	R	12/12/2023			154027		
252 4350-3030	OTHER PROFESSIONAL SERVICES	11/26/23 Janitor: ST		486.00				1,880.82
N8525	Nystrom Publishing Co.							
I-47228	Winter 2023 Newsletter	R	12/12/2023			154028		
100 4160-3300	POSTAGE	Winter 2023 Newslett		1,230.63				
100 4160-3430	PRINTING	Winter 2023 Newslett		2,820.36				
290 4420-3300	POSTAGE	Winter 2023 Newslett		39.70				
290 4420-3430	PRINTING	Winter 2023 Newslett		90.98				4,181.67
O1030	O'Neill Electric Inc							
I-10027	Hand Dryers	R	12/12/2023			154029		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	Hand Dryers		1,310.10				
100 4360-5110	REPAIRS, BUILDINGS & GROUNDS	Hand Dryers		436.70				
I-10029	Bronson Lift Station Alarm	R	12/12/2023			154029		
730 4823-5150	REPAIRS, UTILITY	Bronson Lift Station		2,268.25				4,015.05
P1529	Kris Paulseth							
I-202312049380	Clothing Allowance	R	12/12/2023			154030		
100 4360-2400	UNIFORM & CLOTHING	Clothing Allowance		11.98				
I-202312049381	Clothing Allowance	R	12/12/2023			154030		
100 4360-2400	UNIFORM & CLOTHING	Clothing Allowance		36.95				48.93

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
P1565	Dave Perkins Contracting, Inc.							
I-28822	2563 Ridge Lane	R	12/12/2023			154031		
700 4823-5155	REPAIR, WATER SERVICE	2563 Ridge Lane		5,389.12				
I-28824	7415 Pleasant View Drive	R	12/12/2023			154031		
700 4823-5155	REPAIR, WATER SERVICE	7415 Pleasant View D		10,213.12				
I-28825	8310 Pleasant View Dr	R	12/12/2023			154031		
700 4823-5155	REPAIR, WATER SERVICE	8310 Pleasant View D		8,284.12				
I-28826	2153 Terrace Dr	R	12/12/2023			154031		
700 4823-5155	REPAIR, WATER SERVICE	2153 Terrace Dr		5,949.12				
I-28827	2636 Ridge Lane	R	12/12/2023			154031		
700 4823-5155	REPAIR, WATER SERVICE	2636 Ridge Lane		4,164.12				33,999.60
P4123	Pioneer Press							
I-1123578399	ORD: 1010, 1011, 1012 Garibay/	R	12/12/2023			154032		
100 4160-3410	LEGAL NOTICES	ORD: 1010, 1011, 101		275.38				275.38
P6760	Pope Douglas Solid Waste Manag							
I-11074	Oct. 2023 Confiscated Drugs	R	12/12/2023			154033		
100 4200-3030	OTHER PROFESSIONAL SERVICES	Oct. 2023 Confiscate		248.63				248.63
R3002	Ramsey County							
I-EMCOM-011302	Nov. Fleet Support - PD	R	12/12/2023			154034		
100 4200-5100	REPAIRS, COMPUTERS	Nov. Fleet Support -		177.84				
I-EMCOM-011332	Nov CAD Services - PD	R	12/12/2023			154034		
100 4200-3050	DISPATCHING - CONTRACTUAL	Nov CAD Services - P		1,127.21				
I-EMCOM-011348	Nov 911 Dispatch - PD	R	12/12/2023			154034		
100 4200-3050	DISPATCHING - CONTRACTUAL	Nov 911 Dispatch - P		6,774.39				8,079.44
R3024	Ramsey County							
I-611040	Food License	R	12/12/2023			154035		
252 4730-3030	OTHER PROFESSIONAL SERVICES	Food License		587.00				587.00
R3552	Rapp Strategies							
I-1746	MVCC project November	R	12/12/2023			154036		
480 4160-3030	OTHER PROFESSIONAL SERVICES	MVCC project Novembe		6,000.00				6,000.00
S0649	SRPB Strategic Housing, LLC							
I-202311309377	St. Joseph's Point Deposit Rtn	R	12/12/2023			154037		
100 2320	DEPOSIT PAYABLE	St. Joseph's Point D		26,250.00				26,250.00
S2400	City of St. Paul							
I-IN55906	County Rd I Water Service Repr	R	12/12/2023			154038		
700 4823-5160	REPAIRS, SYSTEM MAINTENANCE	County Rd I Water Se		509.16				509.16

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
S3824	Schmidt Curb Company							
I-23-03D	Knollwood Water Main Repair	R	12/12/2023			154039		
700 4823-5155	REPAIR, WATER SERVICE	Knollwood Water Main		2,500.00				2,500.00
S4224	Sensible Office Solutions							
I-0061008-001	Nameplate ZL	R	12/12/2023			154040		
100 4160-1600	OPERATING SUPPLIES	Nameplate ZL		26.90				26.90
S8000	Star Tribune							
I-12572447 11/12/23	PW: Oct 2023 to Jan 2024	R	12/12/2023			154041		
700 4823-1600	OPERATING SUPPLIES	PW: Oct 2023 to Jan		79.95				79.95
T5019	Rise LLC							
I-1015	November Washes	R	12/12/2023			154042		
100 4200-1700	MOTOR FUELS & LUBRICANTS	November Washes		50.00				50.00
T6010	TransUnion Risk and Alternativ							
I-202311-1	November Person Searches	R	12/12/2023			154043		
100 4200-3030	OTHER PROFESSIONAL SERVICES	November Person Sear		75.00				75.00
T6100	Tri State Bobcat							
I-A29156	PW# 427 Shut Off Solenoid	R	12/12/2023			154044		
100 4465-1230	SUPPLIES, EQUIPMENT	PW# 427 Shut Off Sol		166.90				
I-A29343	PW# IMP410 Springs & Discs	R	12/12/2023			154044		
100 4465-1230	SUPPLIES, EQUIPMENT	PW# IMP410 Springs &		325.78				492.68
T7125	Tyler Technologies, Inc.							
I-025-446136	Water Meter Project	R	12/12/2023			154045		
700 4823-7030	EQUIPMENT	Water Meter Project		725.00				725.00
V4105	Verizon Wireless							
I-9950081582	Cell Phones 11/24-12/23	R	12/12/2023			154046		
100 4180-3100	TELEPHONE	Cell Phones 11/24-12		128.69				
100 4200-3100	TELEPHONE	Cell Phones 11/24-12		1,004.66				
100 4360-3100	TELEPHONE	Cell Phones 11/24-12		116.60				
100 4410-3100	Telephone	Cell Phones 11/24-12		123.69				
100 4460-3100	Telephone	Cell Phones 11/24-12		24.14				
100 4465-3100	TELEPHONE	Cell Phones 11/24-12		41.23				
100 4470-3100	TELEPHONE	Cell Phones 11/24-12		65.37				
252 4350-3100	TELEPHONE	Cell Phones 11/24-12		123.69				
700 4823-3100	TELEPHONE	Cell Phones 11/24-12		197.49				
730 4823-3100	TELEPHONE	Cell Phones 11/24-12		157.48				
745 4415-3100	TELEPHONE	Cell Phones 11/24-12		117.47				2,100.51

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
W3010	Wrap Technologies, Inc.							
I-INV1778	Wrap Instruct Training: Sgt H	R	12/12/2023			154047		
100 4200-3630	TRAINING & CONFERENCES	Wrap Instruct Traini		389.00				389.00
X6000	Xcel Energy							
I-854558017	10/16/23-11/14/23	R	12/12/2023			154048		
100 4200-3210	ELECTRICITY	10/16/23-11/14/23		43.42				
100 4360-3210	ELECTRICITY	10/16/23-11/14/23		817.71				
100 4360-3220	NATURAL GAS	10/16/23-11/14/23		437.81				
100 4460-3210	ELECTRICITY	10/16/23-11/14/23		2,794.62				
100 4460-3220	NATURAL GAS	10/16/23-11/14/23		1,374.51				
100 4475-3250	ELECTRICTY-TRAFFIC LIGHTS	10/16/23-11/14/23		300.51				
252 4350-3210	ELECTRICITY	10/16/23-11/14/23		4,115.20				
252 4350-3220	NATURAL GAS	10/16/23-11/14/23		1,323.61				
255 4350-3210	ELECTRICITY	10/16/23-11/14/23		97.20				
700 4823-3220	NATURAL GAS	10/16/23-11/14/23		670.48				
700 4825-3210	ELECTRICITY	10/16/23-11/14/23		12,683.09				
730 4823-3210	ELECTRICITY	10/16/23-11/14/23		192.56				
740 4416-3210	ELECTRICITY	10/16/23-11/14/23		8,226.97				33,077.69
Y5100	YourMembership.com, Inc.							
I-R64148220	IACP Career Center	R	12/12/2023			154049		
100 4160-3420	ADVERTISING	IACP Career Center		532.00				532.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	66	358,501.34	0.00	358,501.34
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	0.00

TOTAL ERRORS: 0

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
100 2320	DEPOSIT PAYABLE	28,152.60
100 4110-3030	OTHER PROFESSIONAL SERVICES	1,505.00
100 4140-3030	OTHER PROFESSIONAL SERVICES	279.50
100 4150-3100	COMMUNICATIONS	100.00
100 4150-3630	TRAINING & CONFERENCES	17.03

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
100 4160-1230	SUPPLIES, EQUIPMENT	1,160.28
100 4160-1600	OPERATING SUPPLIES	475.62
100 4160-3010	GENERAL LEGAL SERVICES	12,555.94
100 4160-3030	OTHER PROFESSIONAL SERVICES	1,749.00
100 4160-3300	POSTAGE	1,230.63
100 4160-3410	LEGAL NOTICES	275.38
100 4160-3420	ADVERTISING	532.00
100 4160-3430	PRINTING	2,820.36
100 4160-5100	REPAIRS, COMPUTERS	12,028.66
100 4180-3100	TELEPHONE	128.69
100 4200-1700	MOTOR FUELS & LUBRICANTS	50.00
100 4200-3030	OTHER PROFESSIONAL SERVICES	683.63
100 4200-3050	DISPATCHING - CONTRACTUAL	7,901.60
100 4200-3070	COPS EVENTS	128.78
100 4200-3100	TELEPHONE	1,004.66
100 4200-3210	ELECTRICITY	43.42
100 4200-3630	TRAINING & CONFERENCES	806.00
100 4200-5100	REPAIRS, COMPUTERS	6,052.40
100 4210-8010	DEBT, PRINCIPAL	57,737.50
100 4210-8020	DEBT, INTEREST	3,162.00
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	58.29
100 4360-1220	SUPPLIES, VEHICLES	57.63
100 4360-2400	UNIFORM & CLOTHING	76.51
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	6.78
100 4360-3100	TELEPHONE	116.60
100 4360-3210	ELECTRICITY	817.71
100 4360-3220	NATURAL GAS	437.81
100 4360-3630	TRAINING & CONFERENCES	996.00
100 4360-5110	REPAIRS, BUILDINGS & GROUNDS	436.70
100 4410-2400	UNIFORM & CLOTHING	4.07
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	2.09
100 4410-3100	Telephone	123.69
100 4460-1210	SUPPLIES, BUILDINGS & GROUNDS	460.67
100 4460-1600	OPERATING SUPPLIES	124.18
100 4460-2400	UNIFORMS & CLOTHING	0.47
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	0.10
100 4460-3030	OTHER PROFESSIONAL SERVICES	2,281.07
100 4460-3100	Telephone	24.14
100 4460-3210	ELECTRICITY	2,794.62
100 4460-3220	NATURAL GAS	1,374.51
100 4465-1220	SUPPLIES, VEHICLES	871.59
100 4465-1230	SUPPLIES, EQUIPMENT	739.43
100 4465-1600	OPERATING SUPPLIES	363.32
100 4465-2400	UNIFORMS & CLOTHING	5.70
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	1.42
100 4465-3100	TELEPHONE	41.23

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## \*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
100 4465-5120	REPAIRS, VEHICLES	421.45
100 4470-1240	SUPPLIES, STREETS	89.61
100 4470-2400	UNIFORMS & CLOTHING	12.69
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	3.88
100 4470-3100	TELEPHONE	65.37
100 4472-1230	SUPPLIES, EQUIPMENT	239.97
100 4472-2400	UNIFORMS & CLOTHING	8.73
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	2.16
100 4475-2400	UNIFORMS & CLOTHING	2.68
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	0.64
100 4475-3250	ELECTRICITY-TRAFFIC LIGHTS	300.51
	*** FUND TOTAL ***	153,944.70
230 2320	DEPOSIT PAYABLE	3,159.90
230 4650-3030	OTHER PROFESSIONAL SERVICES	5,222.00
230 4650-3100	TELEPHONE	50.00
230 4650-3800	MILEAGE & PARKING	39.96
	*** FUND TOTAL ***	8,471.86
252 4350-1600	OPERATING SUPPLIES	64.96
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	81.64
252 4350-3030	OTHER PROFESSIONAL SERVICES	2,315.62
252 4350-3100	TELEPHONE	473.69
252 4350-3210	ELECTRICITY	4,115.20
252 4350-3220	NATURAL GAS	1,323.61
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	1,772.75
252 4730-1230	SUPPLIES, EQUIPMENT	371.99CR
252 4730-3030	OTHER PROFESSIONAL SERVICES	1,306.26
252 4732-1230	SUPPLIES, EQUIPMENT	1,601.24
252 4732-5130	REPAIRS, EQUIPMENT	494.31
	*** FUND TOTAL ***	13,177.29
255 4350-3210	ELECTRICITY	97.20
	*** FUND TOTAL ***	97.20
290 4420-3300	POSTAGE	39.70
290 4420-3430	PRINTING	90.98
	*** FUND TOTAL ***	130.68
480 4160-3030	OTHER PROFESSIONAL SERVICES	24,590.00
	*** FUND TOTAL ***	24,590.00
485 4470-7050-324	2022 STREET PROJECT	4,251.15
485 4470-7050-327	2024 STREET PROJECT	8,539.80
	*** FUND TOTAL ***	12,790.95

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## \*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
700 1152	UTILITY DELQ. RECIEVABLE	97.27
700 2076	DUE TO STATE MN - SAFE WATER F	12.00
700 4823-1230	SUPPLIES, EQUIPMENT	49.35
700 4823-1250	SUPPLIES, UTILITIES	68.64
700 4823-1600	OPERATING SUPPLIES	373.75
700 4823-1700	MOTOR FUELS & LUBRICANTS	133.28
700 4823-2400	UNIFORM & CLOTHING	180.23
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	5.90
700 4823-3030	OTHER PROFESSIONAL SERVICES	1,769.72
700 4823-3100	TELEPHONE	244.94
700 4823-3200	WATER & SEWER	299.57
700 4823-3220	NATURAL GAS	670.48
700 4823-5150	REPAIRS, UTILITY	2,182.69
700 4823-5155	REPAIR, WATER SERVICE	36,499.60
700 4823-5160	REPAIRS, SYSTEM MAINTENANCE	509.16
700 4823-7030	EQUIPMENT	725.00
700 4823-7050	CONSTRUCTION	215.00
700 4825-2400	UNIFORM & CLOTHING	3.49
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	0.88
700 4825-3210	ELECTRICITY	12,683.09
	*** FUND TOTAL ***	56,724.04
730 2050	CONTRACTS PAYABLE	3,973.34CR
730 4823-2400	UNIFORM & CLOTHING	21.42
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	6.68
730 4823-3030	OTHER PROFESSIONAL SERVICES	181.71
730 4823-3100	TELEPHONE	157.48
730 4823-3200	WATER & SEWER	1,243.70
730 4823-3210	ELECTRICITY	192.56
730 4823-5130	REPAIRS, EQUIPMENT	134.85
730 4823-5150	REPAIRS, UTILITY	2,268.25
730 4823-7050	CONSTRUCTION	79,466.84
	*** FUND TOTAL ***	79,700.15
740 4416-3210	ELECTRICITY	8,226.97
	*** FUND TOTAL ***	8,226.97
745 4415-2400	UNIFORM & CLOTHING	9.08
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	2.77
745 4415-3030	OTHER PROFESSIONAL SERVICES	516.00
745 4415-3100	TELEPHONE	117.47
745 4417-2400	UNIFORM & CLOTHING	1.74
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	0.44
	*** FUND TOTAL ***	647.50

12/07/2023 10:47 AM  
VENDOR SET: 01 City of Mounds View  
BANK: APBNK US Bank  
DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 16

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
				INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 01	BANK: APBNK TOTALS:		NO 66	358,501.34		0.00		358,501.34
BANK: APBNK	TOTALS:		66	358,501.34		0.00		358,501.34
REPORT TOTALS:			66	358,501.34		0.00		358,501.34





Item No: Item 05C  
Meeting Date: December 11, 2023  
Type of Business: CA  
Administrator Review: \_\_\_\_\_

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Nyle Zikmund, City Administrator  
**Item Title/Subject:** Resolution 9836, Approving the Recording Secretary Service Agreement Addendum with Minute Maker Secretarial

### **Background:**

Minute Maker Secretarial (formerly Timesaver Off Site Secretarial, Inc.) has been providing recording secretary services for the City of Mounds View since 1999. They would like to renew their agreement with the City of Mounds View for 2024.

### **Discussion:**

The unit rates reflect an increase of \$1.50 per hour and 50 cents per page and a base rate increase of less than 5.25%. The contract addendum rates are as follows:

<b>2022 Rates</b>
Base Rate: \$154 for any meeting up to one hour plus \$36.50 for each 30 minutes following the first one; or
\$48.00 for the first hour of meeting time and \$32.00 for every hour after the first hour plus \$14.75 for each page of draft minutes;
The highest of the above rates prevailing.
<b>2023 Rates</b>
Base Rate: \$159 for any meeting up to one hour of meeting time plus \$37.75 for each 30 minutes following the first one; or
Unit Rate: \$49.50 for the first hour of meeting time plus \$33.00 for every hours after the first one plus \$15.25 for each page of draft minutes;
The highest of the above rates prevailing.
<b>Proposed 2024 Rates</b>
Base Rate: \$167 for any meeting up to one hour of meeting time plus \$39.50 for each 30 minutes following the first one; or
Unit Rate: \$51.75 for the first hour of meeting time plus \$34.50 for every hour after the first one plus \$15.75 for each page of draft minutes;
The highest of the above rates prevailing.

### **Recommendation:**

Given the City's satisfaction with Minute Maker Secretarial's performance, Staff is recommending approval of the contract addendum dated December 31, 2023, and adoption of attached Resolution 9836.

Respectfully Submitted,

---

Nyle Zikmund  
City Administrator

**RESOLUTION NO. 9836**

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

**APPROVING THE RECORDING SECRETARY SERVICE  
AGREEMENT ADDENDUM DATED DECEMBER 31, 2023 WITH  
MINUTE MAKER SECRETARIAL**

**WHEREAS**, Minute Maker Secretarial (formerly TimeSaver Off-Site Secretarial, Inc.) has been taking minutes for City Council, EDA and Planning Commission meetings since 1999; and

**WHEREAS**, the City Council and Staff are satisfied with the thoroughness and accuracy of the minutes taken by Minute Maker Secretarial; and

**WHEREAS**, attached to this resolution is the addendum to the Recording Secretary Service Agreement as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Mounds View City Council agrees to and accepts the terms of the Minute Maker Secretarial recording secretary service agreement addendum dated December 31, 2023, as attached.

**BE IT FURTHER RESOLVED** that this agreement shall expire December 31, 2024.

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)

## EXHIBIT A

### **ADDENDUM TO RECORDING SECRETARY SERVICE AGREEMENT**

**Dated: December 31, 2023**

By and between Minute Maker Secretarial, Inc. (MMS) and the City of Mounds View, 2401 Mounds View Boulevard, Mounds View, MN 55112.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2022 shall be extended under the same terms and conditions to December 31, 2024.
2. MMS CHARGES: MMS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
  - a. Base Rate: One Hundred Sixty-Seven and 00/100 dollars (\$167.00) for any meeting up to one (1) hour (billable time) plus Thirty-Nine and 50/100 dollars (\$39.50) for each thirty (30) minutes following the first one (1) hour; **or**
  - b. Unit Rate: Fifty-One and 75/00 dollars (\$51.75) for the first hour of meeting time and Thirty-Four and 50/100 dollars (\$34.50) for every hour after the first hour plus Fifteen and 75/100 dollars (\$15.75) for each page of draft minutes for submission to the City of Mounds View for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

Date: \_\_\_\_\_

CITY OF MOUNDS VIEW

By \_\_\_\_\_

Zach Lindstrom

Its \_\_\_\_\_

Mayor

By \_\_\_\_\_

Nyle Zikmund

Its \_\_\_\_\_

City Administrator

November 29, 2023

MINUTE MAKER SECRETARIAL, INC.

By  \_\_\_\_\_

Heidi Guenther

Its \_\_\_\_\_

President & CEO



# Minute Maker Secretarial

October 27, 2023

Ms. Barbara Benesch, Admin. Assistant  
City of Mounds View  
2401 Mounds View Boulevard  
Mounds View, MN 55112

Dear Barb,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2024. To comply with ESST requirements, the unit rates reflect an increase of \$1.50 per hour and 50 cents per page and a base rate increase of less than 5.25%.

I so appreciate the confidence you have placed in Minute Maker Secretarial to handle your meeting minute needs and look forward to continuing that relationship in 2024.

If you need further information or have questions, please feel free to contact me at 612-600-8999.

Best regards,

Heidi Guenther  
Owner

Enclosure: Recording Secretary Service Agreement  
Return envelope



Item No: Item 5.D.  
Meeting Date: December 11, 2023  
Type of Business: Consent  
City Administrator Review: \_\_\_\_\_

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Gayle Bauman, Finance Director  
**Item Title/Subject:** Resolution 9835 Approving a Lease Agreement Renewal with Dippin Chocolate, LLC, for Use of Kitchen Space in the Mounds View Community Center

### **Introduction**

The business known as Dippin Chocolate, LLC, has requested approval to renew their lease for the commercial kitchen space at the Mounds View Community Center in 2024. Dippin Chocolate has been leasing space since 2014 without incident. City policy dictates that only licensed caterers shall be able to rent out or use the kitchen. The business has such a license.

### **Discussion**

Staff originally brought this request to the Council's attention in November of 2014 and asked if it would be amenable to a limited lease agreement with the entity. As it was explained, the business would not be preparing food or cooking within the space, and at most would likely use the dishwasher for cleaning serving equipment used off-site. It was communicated to the business that any such lease would be non-exclusive and their usage could not interfere with or disrupt existing tenant's usage or other scheduled events, to which the business is agreeable. According to staff at the Community Center, there have been no conflicts and the business has been good to work with. The business will be required to provide proof of updated insurance, provide an annual payment, and provide proof of current County licensure as a condition of usage. No right of entry would be permitted after hours and no keys would be provided to the business. Usage of the space would be paid on an hourly basis in a manner consistent with policies and procedures already in place.

### **Recommendation**

Staff recommends that the City Council consider approving the lease agreement renewal with Dippin Chocolate, LLC, for use of the kitchen space at the Mounds View Community Center, to extend through December 31, 2024.

Respectfully submitted,

---

Gayle Bauman  
Finance Director

**RESOLUTION NO. 9835**

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

**APPROVING A LEASE AGREEMENT RENEWAL WITH DIPPIN CHOCOLATE, LLC,  
FOR USE OF THE COMMERCIAL KITCHEN SPACE AT THE MOUNDS VIEW  
COMMUNITY CENTER**

**WHEREAS**, Dippin Chocolate, LLC, desires to lease kitchen space at the Mounds View Community Center ("MVCC") beginning January 1, 2024; and,

**WHEREAS**, the commercial kitchen space at the MVCC is available for hourly rental by licensed food caterers; and,

**WHEREAS**, Dippin Chocolate, LLC, is currently licensed as a food caterer through Ramsey County; and,

**WHEREAS**, the City Council has reviewed the attached Lease Agreement and agrees to renew said lease with Dippin Chocolate, LLC, on a non-exclusive basis, as described and as stipulated therein.

**NOW, THEREFORE BE IT RESOLVED THAT** the Mounds View City Council does hereby approve the non-exclusive Lease Agreement with Dippin Chocolate, LLC, for one year, beginning January 1, 2024, at the annual rate of \$300, plus additional cost of \$95 per hour or fraction thereof.

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(seal)

# **LEASE AGREEMENT**

By and Between

**City of Mounds View,**

And

**Dippin Chocolate, LLC**

## LEASE AGREEMENT

This Lease is made effective as of January 1, 2024 by and between the City of Mounds View, a Minnesota municipal corporation ("Landlord"), and Dippin Chocolate, LLC, a Minnesota limited liability company ("Tenant").

### DATA SHEET

The legal significance of the terms set forth in this Data Sheet is governed by references to such terms in the remainder of this Lease.

- BUILDING. That certain building situated on the following described real estate:  
  
Commonly known as MOUNDS VIEW COMMUNITY CENTER
- PREMISES. That space in the Building, as designated on Exhibit A as "the Kitchen" annexed hereto. The street address of the Premises is 5394 Edgewood Drive in the City of Mounds View.
- LANDLORD: City of Mounds View, 2401 Mounds View Boulevard, Mounds View, MN 55112.
- TENANT: Dippin Chocolate, LLC, 2661 1039 Wilson Avenue, Saint Paul, MN 55106.

#### 1. PREMISES:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Premises described in the Data Sheet.

#### 2. TERM:

The Term of this Lease shall commence on the 1st day of January, 2024, and shall terminate on the 31st day of December, unless earlier terminated as hereinafter provided.

#### 3. RENT:

Tenant agrees to pay Landlord, at 2401 Mounds View Boulevard, Mounds View, MN 55112, or such other place as Landlord may from time to time designate in writing, an annual rent in the amount of \$300, due on or before January 1, 2024, and \$95 per hour or fraction thereof, for actual use of the Premises, payable in a manner consistent with present policy and procedure.



#### 4. USE OF PREMISES:

Tenant will have non-exclusive access to use the Premises solely for kitchen purposes as outlined herein during the Building's normal hours of operation. Tenant will not use or occupy the Premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations and orders of all governmental units having jurisdiction over the Premises. Tenant will not use or occupy the Premises for overnight accommodations. Tenant shall not cause or permit any unusual noise, vibrations, odors or nuisance in or about the Premises and the Building and grounds nor shall Tenant permit any debris, property or merchandise of Tenant, its officers, employees or agents to be placed or left upon the grounds; and Tenant, its officers and employees shall observe all reasonable rules and regulations adopted by Landlord for the general safety, comfort and convenience of Landlord, Tenant and other Tenants.

Use of the Premises by the tenant shall be predicated upon providing proof of a valid Food Caterers License issued by Ramsey County.

In the event Tenant shall cause or permit any unusual noise, odor or nuisance or the storage of any debris, property or merchandise of Tenant, its officers, employees or agents, in or about the Premises, the Building or grounds in violation of the terms of this Section, landlord shall be entitled to take any steps it deems reasonably necessary to correct or remove such violation and Tenant shall pay Landlord, as additional rent hereunder, all costs and expenses incurred in such correction or removal including all costs and expenses incurred in ascertaining which Tenant is responsible for such violation.

Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard. Landlord warrants, to the best of its knowledge that the building is in compliance with the Americans with Disabilities Act (ADA). In the event that the premises is found not to be in compliance, Landlord shall be responsible for all construction or alteration of the premises to render the premises in compliance with ADA.

Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and, further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos, PCB, CFC or HCFC (collectively "Hazardous Materials") without Landlord's written approval of each Hazardous Material. Landlord shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of Hazardous

Materials customarily used in business operations so long as Tenant uses such Hazardous Materials in accordance with all applicable laws. Upon expiration or termination of this Lease Tenant shall remove all Hazardous Materials installed, used, stored or disposed of in the Premises by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether Landlord has approved the activity.

#### 5. ASSIGNMENT AND SUBLETTING:

Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or franchise or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord, which consent shall be subject to Landlord's sole discretion. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment. In conjunction with any requested assignment of this Lease, Landlord may require Tenant to execute a reaffirmation of Tenant's liability hereunder, with waiver of defenses based solely on suretyship.

If, at any time during the Term of this Lease, Tenant (and/or the guarantor, if any) is:

(i) a corporation or a trust (whether or not having shares of beneficial interest) and there shall occur any change in the identity of any of the persons then having power to participate in the election or appointment of the directors, trustees, or other persons exercising like functions and managing the affairs of Tenant, or

(ii) a partnership, limited liability company or association or otherwise not a natural person (and is not a corporation or a trust) and there shall occur any change in the identity of any of the persons who then are members of such partnership or association or who comprise Tenant,

such change shall be deemed to be an Assignment. This Section shall not apply if Tenant (and/or guarantor, if any) named herein is a corporation and the outstanding voting stock thereof is listed on a recognized national securities exchange.

Whether or not Landlord has consented to assignment or sublease, Tenant shall pay directly to Landlord the amount by which the rent or other payments received by Tenant pursuant to such assignment or sublease exceeds, in any month, the Rent and additional rent payable by Tenant to Landlord Hereunder.

## 6. MAINTENANCE AND REPAIRS:

Tenant agrees to keep, maintain and repair the Premises and the fixtures and equipment therein in first class, properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto, and will at the expiration or other termination of the Term of this Lease, surrender the same with all improvements in the same order and condition in which they were on the commencement date of this lease, or in such better condition as they may hereafter be put, excepting ordinary wear and tear as well as casualty damage to the extent such casualty damage is covered by insurance excepted. Notwithstanding anything apparently to the contrary in this Section, any cost of repairs or improvements to the Building, to the Premises or to any common areas which are occasioned by the negligence or default of Tenant, its officers, employees, agents or invitees, or by requirements of law, ordinance or other governmental directive and which arise out of the nature of Tenant's use and occupancy of the Premises or the installations of Tenant in the Premises shall be paid for by Tenant.

## 7. ALTERATIONS; SIGNS; EQUIPMENT; MOVING:

Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises or the Building without the prior written consent of Landlord. As a condition precedent to consent of Landlord hereunder, Tenant agrees to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. If any mechanic's lien is filed against any part of the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged by Tenant within ten days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all alterations shall be made in accordance with applicable laws, codes and insurance guidelines, and shall be performed in a good and workmanlike manner, (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant shall immediately take any action necessary to end such labor disturbance, and (iii) Tenant shall furnish to Landlord as-built plans in such format as Landlord may reasonably require. All alterations, which become permanent fixtures to the Premises shall become the property of Landlord upon expiration of the Term and shall remain upon and be surrendered with the Premises as a part thereof without disturbance or injury, unless Landlord requires specific items thereof to be removed by Tenant at Tenant's sole expense, in which event Tenant shall do so prior to the expiration of the Term at its expense, and shall repair any damage caused thereby.

Tenant shall not place or maintain any sign, advertisement or notice on any part of the outside of the Premises or the building.

Tenant shall not install any equipment containing Hazardous Materials nor any equipment which will or may necessitate any changes, replacements or additions to, or in the use of, the heating, ventilating or air-conditioning system, or other building system of the Premises or the Building without first obtaining the prior written consent of Landlord. Equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise and vibration. Landlord shall have the right at any

time to limit the weight and prescribe the position of safes, concentrated filing systems and other heavy equipment or fixtures.

All moving of furniture, equipment and other material shall be done under the direct control and supervision of Landlord who shall, however, not be responsible for any damage to or charges for moving the same unless damage is the direct result of Landlord's sole and gross negligence. Any and all damage or injury to the premises or the Building caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises, shall be repaired by, and at the sole cost of, Tenant. No deliveries or pickups shall be left unattended at the loading dock.

#### 8. RIGHT OF ENTRY:

Landlord will not provide Tenant keys to the Premises or permit unrestricted access of any means; entry to Premises shall be limited to ordinary hours of Building operation, as posted, at times pre-determined to not cause a conflict with other tenants or scheduled events. Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenant's business, but Landlord shall in no event be liable to Tenant for any damages in connection with such limited entry or access.

Landlord reserves the right to impose such reasonable security restrictions in the common areas as it deems appropriate from time to time.

#### 9. SERVICES AND UTILITIES:

Landlord agrees to pay all charges for utility services to the Premises during the term of this Lease including, but not limited to, gas, electric, sewer, water, sprinkler alarm system, security systems and rubbish removal. Tenant shall not commit waste or use any of the utilities in excess of ordinary and reasonable use.

#### 10. PROTECTION FROM SUBROGATION:

Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Premises or the adjoining properties, mall areas, sidewalks, streets or alleys, or in any manner growing out of or connected with Tenant's use and occupation of the Premises, or the condition thereof or of mall areas, sidewalks, streets or alleys adjoining, caused by the negligence or other fault of Landlord, or Tenant or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to or death of person is covered by or indemnified by proceeds received from insurance carried by other party (regardless of whether such insurance is payable to or protects Landlord or Tenant or both) or for which such party is otherwise reimbursed; and Landlord and Tenant each hereby respectively waive all rights of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Landlord's and Tenant's respective policies of insurance shall each contain a waiver of subrogation provision incorporating the above covenant and providing that the insurance shall not be invalidated by the

insured's written waiver prior to a loss of any or all right of recovery against any party for any insured loss. It is expressly understood that Landlord shall not be liable to Tenant for any damages incurred by the latter as a result of the above and foregoing events; save and except as to any such damages caused by the willful or wanton conduct of Landlord, its agents or employees, provided such damages are not recoverable by Tenant pursuant to the insurance policies required to be provided by Tenant under this Lease or otherwise.

#### 11. WAIVER AND INDEMNITY:

Notwithstanding anything apparently to the contrary in this Lease, Landlord and its partners, officers and employees and property manager shall not be liable to Tenant, and Tenant hereby releases such parties from all damage, compensation or claims from any cause other than the intentional misconduct of Landlord or its partners, officers or employees or property manager arising from: loss or damage to personal property or trade fixtures in the Premises including books, records, files, computer equipment, computer data, money, securities, negotiable instruments or other papers; lost business or other consequential damage arising out of interruption in the use of the Premises; and any criminal act by any person other than Landlord or its partners, officers or employees. Furthermore, Tenant agrees that Landlord, its officers, agents, partners, and employees shall not be liable to Tenant or those claiming through or under Tenant for any injury, death or property damage occurring in, on or about the Premises, the Building or grounds.

Tenant agrees to indemnify, defend and hold Landlord and its partners, officers and employees and property manager harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring by reason of Tenant's use of the Premises, except only to the extent caused by the negligent act or intentional misconduct of Landlord or its partners, officers or employees or property manager.

Nothing in this Lease shall constitute a waiver or limitation of the Landlord's immunities or limitations on liability as set forth in Minnesota Statutes, Chapter 466.

#### 12. INSURANCE:

Tenant agrees to purchase, in advance, and to carry in full force and effect the following insurance:

(a) "All risk" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the Premises. Landlord shall be named as loss payee under all such policies.

(b) Commercial general liability insurance, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$2,000,000 aggregate \$1,000,000 per occurrence applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combination with umbrella or excess policies so long as the coverage is at least as broad as that required herein. Such liability for property damage and fire legal liability shall not be less than \$500,000.00 Such

liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. Landlord shall be named as additional insured under all such policies.

At least ten (10) days prior to entry by Tenant on the Premises, Tenant shall deliver to Landlord evidence that the insurance required by this Lease is in full force and effect. At least thirty (30) days prior to expiration of any such coverage, Tenant shall deliver evidence that the coverage in question will be renewed or replaced upon expiration. Such evidence of insurance shall be in writing signed by a party authorized to bind the insurer, authorize Landlord to rely thereon, and shall contain sufficient information to enable Landlord to determine whether Tenant's insurance complies with the requirements of this Lease. Upon request, Tenant shall also furnish insurer-certified copies of all pertinent policies. All policies used to provide the coverage required by this Lease shall (i) be endorsed to require the insurer to provide at least thirty (30) days' notice to Landlord prior to cancellation or non-renewal, and (ii) be issued by financially sound companies having an A.M. Best Company rating of at least A:VII.

### 13. FIRE OR OTHER CASUALTY:

If the Premises or the Building shall be damaged by fire or other cause Landlord shall at its option either (a) undertake to restore such damage with all due diligence, or (b) in the event the Premises or the Building are damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be economically repaired within 90 days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Building but not the Premises shall be effective as of the date notice is given. If Landlord elects to restore, Landlord shall not be obligated to restore any improvements in the Premises which were not owned and constructed by Landlord. Upon substantial completion by Landlord of its work, Tenant shall undertake to restore its leasehold improvements and trade fixtures with all due diligence. This Lease shall, unless terminated by Landlord, remain in full force and effect following such damage, and, in the case of damage to the Premises, the Rent, prorated to the extent that the Premises are rendered untenantable, shall be equitably abated until such repairs are completed; provided, however, that if Tenant does not restore its leasehold improvements and trade fixtures with due diligence, abatement shall cease as of the date restoration could have been completed using due diligence.

### 14. CONDEMNATION:

If the whole or any substantial part of the Premises shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term of this Lease shall cease and terminate as of the date when the interference with the possession, enjoyment or value of the Premises occurs and Tenant shall have no claim against the condemning authority, Landlord or otherwise, for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired Term of the Lease, provided, however, that landlord shall not be entitled to any separate award made to Tenant for loss of business, relocation costs or the value of the cost of removal of stock and trade fixtures and any

such award is hereby condemned to the extent that it cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord shall have the option by notice given to Tenant within 30 days after the date of interference with possession, to terminate this Lease as of the date of such interference with possession.

15. DEFAULT:

Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay any annual installment of Rent as herein provided, or Tenant shall fail to pay for any hourly usage of the Premises within Fifteen (15) days of being invoiced;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for 30 days after notice from Landlord; provided, however, that if the nature of such default is such that Tenant can cure the default, but not within fifteen (15) days, then the Event of Default shall be suspended for a period not in excess of thirty (30) additional days so long as Tenant commences cure within fifteen (15) days and thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Building or to persons using the Building;

(iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.

If an Event of Default shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights.

If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

No termination of this Lease shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession

In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorney's fees incurred by Landlord in connection with any Event of Default.

Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

16. SUBORDINATION:

For the purposes of this Section, the term "Mortgage" shall mean at any time, any mortgage of record now or hereafter placed against the Building, any increase, amendment, extension, refinancing or recasting of a Mortgage and, in the case of a sale or lease and leaseback by Landlord of all or any part of the Building, the lease creating the leaseback. For the purposes hereof, a Mortgage shall be deemed to continue in effect after foreclosure thereof until expiration of the period of redemption therefrom.

This Lease is subject and subordinate to the lien of any Mortgage which may now or hereafter encumber the Building or any development of which the Building is a part. In confirmation of such subordination, Tenant shall, at Landlord's request from time to time, promptly execute any certificate or other document requested by the holder of the Mortgage. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant shall immediately and automatically attorn to the purchaser at such foreclosure sale, as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. Neither the holder of the Mortgage (whether it acquires title by foreclosure or by deed in lieu thereof) nor any purchaser at foreclosure sale shall be liable for any act or omission of Landlord occurring prior to date of acquisition of title, nor subject to any offsets or defenses which Tenant might have against Landlord nor bound by any prepayment by Tenant of more than one month's installment of Rent nor by any modification of this Lease made subsequent to the granting of the Mortgage unless consented to by the holder of the Mortgage. Notwithstanding anything to the contrary in this Section, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's possession hereunder.

17. SALE OR MORTGAGE OF THE BUILDING:

In the event of a sale of the Building, Landlord shall be relieved of all liability under this Lease accruing from and after the date of sale provided Landlord has obtained the written agreement of its transferee or assignee to assume and carry out all of the covenants and obligations of the Landlord hereunder.

The Tenant agrees at any time and from time to time, upon not less than ten days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that the Lease is not modified (or modified, stating the modification) that the Lease is in full force and affect, stating the dates to which the Rent has been paid in advance and stating whether the Landlord is in default hereunder. It is intended that any such statement may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the Building or real estate.



18. WAIVER:

One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this Lease shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Lease or any part thereof, or the right of the party to thereafter enforce each and every such provision, right or remedy.

19. RULES AND REGULATIONS:

Tenant shall use the Premises and the common areas of the Building in accordance with the terms of this Lease and such additional rules and regulations as may from time to time be reasonably made by Landlord for the general safety, comfort and convenience of the Landlord, occupants and tenants of the Building, and Tenant shall use its best efforts to cause Tenant's customers, employees and invitees to abide by such rules and regulations. Landlord shall in no event be responsible to Tenant for enforcement of such rules and regulations against other tenants. These Rules and Regulations shall be in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the covenants and conditions of any lease of the Premises. If any provision of these rules and regulations conflicts with any provision of the Lease, the terms of the Lease shall prevail.

20. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises.

21. NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. No exhibit attached to this Lease nor any other materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Building or the occupants thereof. Landlord reserves the right from time to time to modify the Building, including common areas, appurtenances and rentable areas, without in any case reducing the obligations of Tenant hereunder. Tenant has no right to light or air over any premises adjoining the Building. Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises and the Building are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that it is leasing the Premises on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever

made by Landlord. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES, THE BUILDING OR ANY PART THEREOF, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES, THE BUILDING OR ANY PART THEREOF.

22. NOTICES:

All notices or other communications hereunder shall be in writing and shall be effective if hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight express service which maintains confirmation of delivery, (i) if to Landlord at Landlord Address set forth in the Data Sheet, and (ii) if to Tenant, at the Premises, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing. If acceptance is refused, as evidenced by the records of the Postal Service or overnight delivery service, notice shall be deemed given on the date acceptance is refused.

23. SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of its property therefrom and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal and Tenant shall indemnify, defend and hold Landlord harmless from any cost or liability due to disposition of any property in the Premises in which a person other than Tenant has an interest. Should Tenant fail to surrender the Premises in the condition required by the Lease, Landlord shall be entitled to take whatever steps may, in Landlord's sole discretion, be required to restore the Premises to said condition and Tenant agrees that it shall pay to Landlord all costs incurred by Landlord in so restoring the premises.

Should Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of Landlord, such tenancy shall be from month to month and Tenant shall pay Landlord the (i) the rent last in effect plus 3 percent, for the first six months of any such period of holding over and (ii) following such six month holdover period rent shall continue until a new rental rate is agreed upon.

24. LANDLORD REPRESENTATIONS:

Landlord agrees to be bound by the terms and conditions of this Lease.

25. MISCELLANEOUS:

(a) The captions in this Lease are for convenience only and are not a part of this Lease.

(b) If more than one person or entity shall sign this Lease as Tenant, the obligations set forth herein shall be deemed joint and several obligations of each such party.

(c) Time is of the essence.

(d) If any provision of this Lease is invalid or unenforceable to any extent, then such provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(e) This Lease contains the entire agreement of the parties hereto with respect to the Premises and Building. This Lease may be modified only by a writing executed and delivered by both parties.

(f) Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of landlord and tenant.

(g) This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

(h) This is governed by and shall be construed according to the laws of the State of Minnesota.

26. TAX COMPLIANCE AND STATUS OF PREMISES:

It is the intention of the parties hereto that nothing contained in this Lease or through the performance of this Lease shall any change occur in the tax status of the Premises that existed prior to the entering into of this Lease and that in lieu of each clause, term or provision of this Lease that is illegal, invalid, unenforceable, or not in compliance with property tax requirements, there be added as part of this Lease a clause, term, provision, or requirement similar to such illegal, invalid or unenforceable clause, term, provision, or property tax requirement as may be possible and would be legal, valid, and enforceable, to retain the property tax status of the Premises that existed prior to the entering into of this Lease. In the event that the property tax status for the Premises is changed by any taxing jurisdiction and cannot be returned to the tax status that existed prior to the entering into of this Lease by modification of the terms of this Lease, the Tenant shall be responsible for any tax payments or payments in lieu of taxes should the Premises, or a portion thereof, be deemed taxable property for any reason by any taxing jurisdiction as a result of this Lease or the use being made thereof of the Premises, and the Tenant shall immediately remit any required payments to the appropriate taxing jurisdiction.

27. [INTENTIONALLY BLANK]

28. ADDITIONAL HAZARDS:

Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein which shall cause the cancellation of Landlord's insurance policies, or increase the rate of insurance, on the Building, above the standard rate on said premises and buildings as rental property for similar uses. Tenant further agrees that in the event it shall do anything to so increase the insurance rate, Tenant shall promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as

“additional rent” hereunder. At Tenant’s request, Landlord shall make available for Tenant’s inspection during regular business hours, all documents pertaining to Landlord’s calculation of Tenant’s “additional rent” required under this section. Said “additional rent” shall be due and payable as billed by Landlord.

29. INVALIDATION OF PARTICULAR PROVISIONS:

If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent, be invalid, unenforceable, or not in compliance with state bond financed property requirements as set forth in Paragraph 30, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause, term or provision of this Lease that is illegal, invalid, unenforceable, or not in compliance with state bond financed property requirements, there be added as part of this Lease a clause, term, provision, or state bond financed property requirement similar to such illegal, invalid or unenforceable clause, term, provision, or state bond financed property requirement as may be possible and would be legal, valid, and enforceable.

30. STATE BOND FINANCE PROPERTY ACKNOWLEDGEMENT AND COMPLIANCE:

The Landlord and Tenant acknowledge that funding for a portion of the Premises was obtained through a grant from the State of Minnesota’s Department of Children, Families and Learning, and as such, the Premises is considered state bond financed property. Landlord states and Tenant, to the best of its knowledge, without inquiry agrees that the following requirements contained within this Lease are included to satisfy the state bond finance property requirements of Minnesota Statutes Section 16A.695 for Use Agreements, to comply with the requirements contained in the G.O. Compliance statutes, and pursuant to the Commissioner’s Order.

(a) ENTITY STATUS. The Landlord is defined as a public entity organized as a charter city pursuant to Minnesota Statutes Chapter 410, and is thus, a Minnesota municipal corporation.

(b) DEMISED PREMISES OWNERSHIP. The Premises is owned solely and completely by the Landlord, the City of Mounds View.

(c) AGREEMENT AUTHORITY. The Landlord has entered into this Lease with the Tenant pursuant to Minnesota Statutes Section 471.15 and the City of Mounds View Municipal Charter and Municipal Code.

(d) GOVERNMENTAL PROGRAM. This Lease is (i) being executed and entered into to carry out a Governmental Program, (ii) such Governmental Program is the City of Mounds View Parks and Recreation Program, including the operation of the Community Center and its accompanying facilities, as well as the parks within the City and general recreational programming within the City; and (iii) such Governmental Program constitutes the Mounds View Parks and

Recreation Program and is authorized pursuant to Municipal Charter Section 6.02, Subdivision 1, Municipal Code Section 106.05 and Chapter 405, and Minnesota Statutes Section 471.15.

(e) **GOVERNMENTAL PROGRAM OVERSIGHT.** The Landlord has accepted financing through a Government Bonding Program. If required by the State for compliance purposes, Tenant will provide the State the right to inspect and audit Tenant's books and records for its operations at the Premises, with each such review to show the program budget, revenues and expenses.

(f) **TERM OF THE USE AGREEMENT.** As the Premises consists of land and buildings, the term of this Lease as provided herein relating to the building and improvements, and including all renewals which are solely at the option the Tenant, is for a period of time which is less then 50% of the useful life of the Premises.

(g) **TERMINATION OF THE USE AGREEMENT.** This Lease allows for termination by the Landlord, pursuant to Section 13.2, in the event of default hereunder by the Tenant. The termination of this Lease is also allowed by the Landlord, pursuant to Section 16.13, in the event that the Governmental Program is terminated or changed.

(h) **COST OF OPERATION OF THE FACILITY ("PREMISES").** The Landlord possesses specific statutory authority pursuant to Minnesota Statutes Section 471.15, the City's Municipal Charter Section 6.02, Subdivision 1, and the City's Municipal Code Section 106.05 and Chapter 405, to expend monies to operate and maintain the Premises.

(i) **RECEIPT OF MONIES/COMPLIANCE WITH TAX CODE.** It is contemplated and understood by the parties to this Lease that the Landlord's operation of the Premises is in compliance with the tax code.

(j) **SALE OF THE FACILITY (PREMISES).**

- (i) This Lease is free of any provisions which would require the Landlord to sell the Premises for an amount less than the fair market value if it is to be sold to a non-public entity.
- (ii) This Lease is free of any provisions which would allow the Landlord to sell the facility (Premises) without the Landlord first determining, by official action, that the Premises is no longer usable or needed to carry out the Governmental Program.
- (iii) This Lease is free of any provisions which would require the Landlord to sell the Premises without first obtaining the written consent of the Commissioner of Finance, pursuant to Minn. Statutes Section 16A. 695, Subdivision 3, and the Commissioner's Order.

- (iv) This Lease is free of any provisions which would cause the matter of distribution of the proceeds of the sale of the Premises, which is not provided for nor contemplated in this Lease, to violate the provisions contained in the G.O. Compliance Bill and the Commissioner's Order (Minn. Statutes Section 16A.693, Subdivision 3 and the Commissioner's Order).
- (v) This Lease contains no provisions concerning the sale of the Premises or the termination of the Governmental Program.

Dippin Chocolate, LLC, as Tenant of the Building and Premises herein, hereby agrees to the terms of this Lease.

DIPPIN CHOCOLATE, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

The City of Mounds View, as Landlord of the Building and Premises herein, hereby agrees to the terms of this Lease.

CITY OF MOUNDS VIEW

By: \_\_\_\_\_

Zach Lindstrom

Its: Mayor

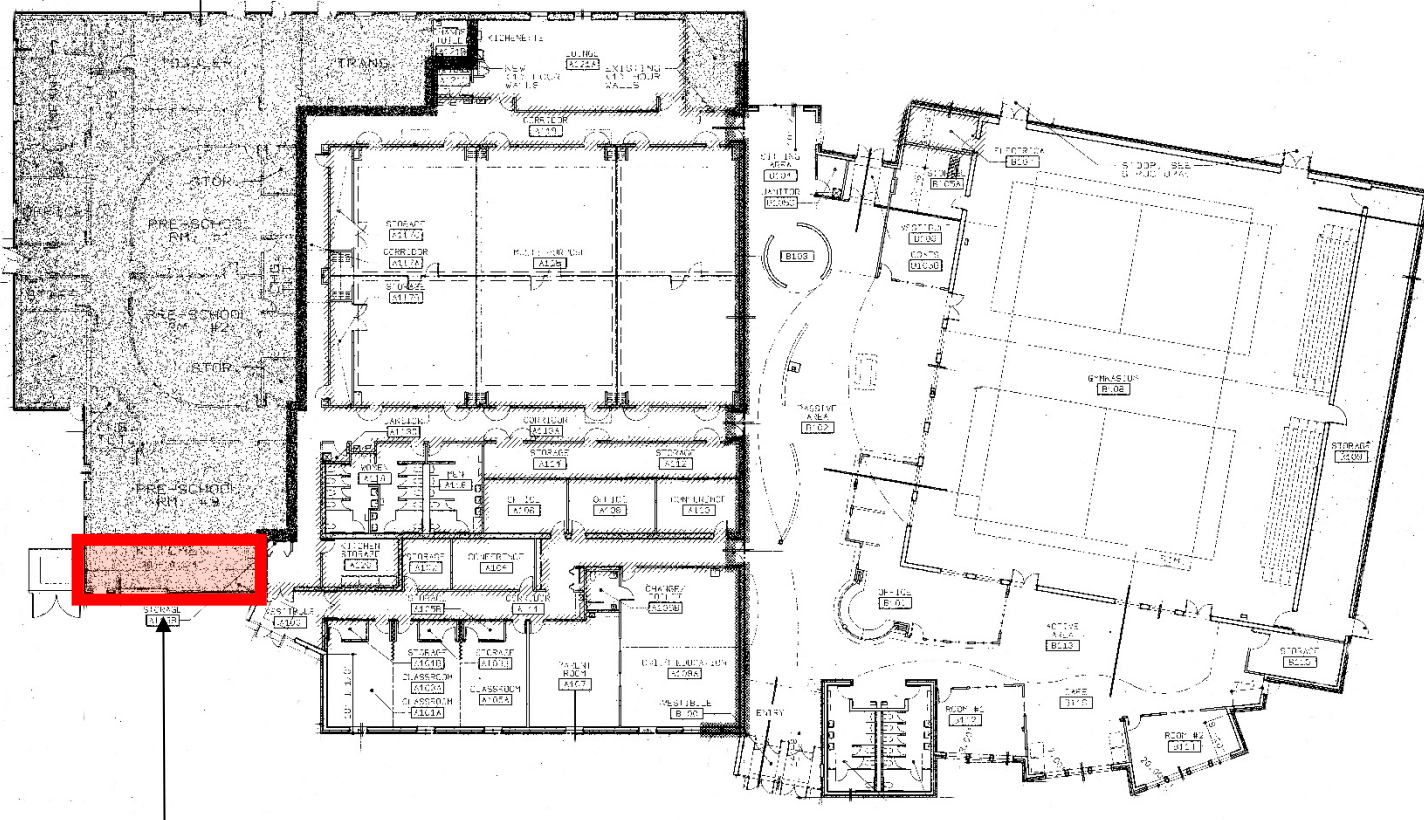
By: \_\_\_\_\_

Nyle Zikmund

Its: City Administrator

## EXHIBIT A

### BUILDING: "The Mounds View Community Center"



**PREMISES: "The Kitchen"**

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**REVISED**

**Item No:** 5.E.

**Meeting Date:** December 11, 2023

**Type of Business:** Consent Agenda

Administrator Review \_\_\_\_\_

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Rayla Sue Ewald, Human Resource Director  
**Item Title/Subject:** Resolution 9847, Amend Resolution 9613 to Add Custodian

### **Introduction:**

Council adopted Resolution No. 9613 Authorizing Revisions to Section 2.03 Holidays; Section 2.04 Sick Leave; and Section 2.05 Vacation of the Personnel Manual on July 25, 2022. The revision included adding seven (7) part-time staff members who work 20 - 29 hours per week in the following departments:

Parks and Recreation:	Senior Program Coordinator and Front Desk Lead
Public Works:	Office Assistant and Stormwater Assistant
Administration:	Receptionist (2) and Executive Administrative Assistant

### **Discussion:**

Staff is requesting to revise Sections 2.03, 2.04, and 2.05 of the Personnel Manual and also provide the holiday, sick and vacation pay to the position of Custodian. This position is scheduled to work 20 or more hours per week. The revision would reflect the following:

Parks and Recreation:	Senior Program Coordinator, Front Desk Lead, and Custodian
Public Works:	Office Assistant and Stormwater Assistant
Administration:	Receptionist (2) and Executive Administrative Assistant

### **Strategic Plan Strategy/Goal:**

Create a culture where employees desire to work.

### **Financial Impact:**

Budgeted item.

### **Recommendation:**

Resolution 9847, Amend Resolution 9613 to Add Custodian

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Rayla Sue Ewald  
Human Resource Director

### **Attachment(s):**

- 1) Resolution 9613, Authorizing Revisions to Section 2.03 (Holidays); Section 2.04 (Sick Leave); and Section 2.05 (Vacation) of the Personnel Manual – adding Custodian

**RESOLUTION NO. 9847**

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

**AMEND RESOLUTION 9613 TO ADD CUSTODIAN**

**WHEREAS**, the City of Mounds View has a Personnel Manual; and

**WHEREAS**, this resolution amends Section 2.03 Holidays, Section 2.04 Sick Leave, and Section 2.05 Vacation; and

**WHEREAS**, these revisions will affect the following part-time staff members who work 20 – 29 hours per week in the following departments:

Parks and Recreation:	Senior Program Coordinator, Front Desk Lead, and Custodian
Public Works:	Office Assistant and Stormwater Assistant
Administration:	Receptionist (2) and Executive Administrative Assistant

**NOW, THEREFORE, BE IT RESOLVED**, that the Mounds View City Council does hereby amend Resolution 9613 to add Custodian to Section 2.03, Section 2.04 and Section 2.05 of the Personnel Manual.

Adopted this 11<sup>th</sup> day of December, 2023.

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Zach Lindstrom, Mayor

ATTEST:

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Nyle Zikmund, City Administrator

(SEAL)



**Item No:** 5.F.  
**Meeting Date:** December 11, 2023  
**Type of Business:** Consent Agenda  
**Administrator Review** \_\_\_\_\_

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Rayla Sue Ewald, Human Resource Director  
**Item Title/Subject:** Resolution 9848, Approve Earned Sick and Safe Time (ESST)  
Personnel Policy

### **Introduction:**

Effective January 1, 2024, employers must provide paid earned sick and safe time (ESST) to eligible employees. To be eligible, an employee must work at least 80 hours a year for an employer in Minnesota and not be an independent contractor. This includes seasonal, temporary, and part-time employees. The Minnesota Department of Labor recently clarified that elected officials are *not* considered employees under the ESST law.

### **Discussion:**

At a minimum, the City must provide each eligible employee with at least one (1) hour of ESST for every 30 hours worked, up to 48 hours of accrued ESST a year. Employers may also choose to "front load" ESST hours to employees at the beginning of each year, using either a 48-hour or 80-hour front load option. The 48-hour front load option requires a payout of unused leave at the end of a year and the 80-hour option does not require a payout.

ESST can be used for traditional sick leave purposes, such as the employee's own illness and preventative care, but employees may also use it for additional reasons, such as caring for a family member (as defined by the law), absences due to domestic abuse, sexual assault or stalking, and closure of the workplace or a family member's school or care facility due to weather or a public emergency.

Employers that have existing sick or vacation leave policies that meet or exceed the requirements of the ESST law are not required to provide additional paid leave. However, employers may choose to be more generous and provide additional leave. The City exceeds ESST requirements for regular full-time and regular part-time staff.

ESST has been an evolving law, with additions to the law occurring on December 4, 2023. Staff has discussed options for implementing this new law and developed a policy whereby the City would provide one (1) hour of ESST for every 30 hours worked, up to 48 ESST hours per year. Temporary part-time and seasonal employees, may begin using the banked ESST hours as it is accrued. Employees can carry over unused ESST into the next year. However, at no time can an employee's accrued ESST exceed 80 hours. The City will not pay employees for unused ESST at the end of each year or upon separation. If an employee returns to employment within 180 days, their ESST will be reinstated.

### **Strategic Plan Strategy/Goal:**

Create a culture where employees desire to work. Update personnel policies to provide competitive benefits and programs comparable to other cities and governmental organizations.

### **Financial Impact:**

Minnesota Law required to be in place by January 1, 2024. Budget impact between \$1,000 - \$1,500.

### **Recommendation:**

Resolution 9848, Approve Earned Sick and Safe Time (ESST) Personnel Policy.

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Rayla Sue Ewald  
Human Resource Director

### **Attachment(s):**

- 1) Resolution 9848
- 2) Exhibit A - Proposed ESST Personnel Policy

**RESOLUTION NO. 9848**

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

**APPROVE EARNED SICK AND SAFE TIME (ESST)  
PERSONNEL POLICY**

**WHEREAS**, effective January 1, 2024, Minnesota's earned sick and safe time (ESST) law goes into effect, and

**WHEREAS**, employers are required to provide ESST to eligible employees working at least 80 hours a year, this includes seasonal, temporary, and part-time employees; and

**WHEREAS**, the Minnesota Department of Labor clarified elected officials are not considered employees under the ESST law; and

**WHEREAS**, the City exceeds ESST minimum requirements of 48 hours annually for regular full-time and regular part-time staff, only temporary part-time and seasonal employees will participate in the ESST program; and

**WHEREAS**, the City will provide temporary part-time and seasonal employees with one (1) hour of ESST for every 30 hours worked, up to at least 48 ESST hours per year; and

**WHEREAS**, employees can carryover unused ESST hours into the next year, however at no time can an employee's accrued ESST exceed 80 hours; and

**WHEREAS**, the City will not pay employees for unused ESST at the end of each year or upon separation. If an employee returns to employment within 180 days, their ESST will be reinstated.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mounds View City Council does hereby approve, as stated above and within the attached Exhibit A, Resolution 9848 Earned Sick and Safe Time (ESST) Policy of the Personnel Manual.

Adopted this 11<sup>th</sup> day of December, 2023.

---

Zach Lindstrom, Mayor

ATTEST:

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Nyle Zikmund, City Administrator

(SEAL)

## **Exhibit A**

### **Policy: Earned Sick and Safe Time**

#### **Purpose of Policy**

The purpose of this policy is to provide employees with earned sick and safe paid leave to comply with Minnesota “Earned Safe and Sick Time” (ESST) law, effective on January 1, 2024. The City’s existing sick leave and vacation policies exceed ESST requirements for regular full-time and regular part-time staff. The ESST policy applies to temporary part-time and seasonal employees.

#### **1. Eligibility For and Accrual of ESST**

All temporary part-time and seasonal employees performing work for at least 80 hours in a year for the City are eligible for ESST. ESST is paid time off granted to employees for certain eligible uses as described in this policy. ESST is paid at the same hourly rate that an employee is paid from employment with the City.

The City will provide each employee one (1) hour of ESST for every 30 hours worked, up to at least 48 hours of accrued ESST in a year. When employees reach or exceed 80 hours in a year, they are eligible to access ESST hours.

For purposes of this policy, a year is a calendar year – January 1 to December 31.

#### **2. Tracking ESST**

Employees’ earning statements will reflect the total number of ESST hours available for use and the total number of hours used.

#### **3. Carry Over of ESST**

ESST hours not used by the end of the year can be carried over into the following year, but may not exceed a balance of 80 hours.

#### **4. Payout of ESST**

Unused ESST is not paid out to employees at the end of employment.

#### **5. ESST Eligible Uses**

Employees may use available ESST hours as allowed under state law. The leave may be used as it is accrued in the smallest increment of time tracked by the City’s payroll system one (1) hour for the following circumstances:

##### **A. An employee’s own:**

- Mental or physical illness, injury, or other health condition
- Need for medical diagnosis, care or treatment, of a mental or physical illness
- Injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the

potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.

- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- B. Care of a family member:
  - With mental or physical illness, injury or other health condition
  - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
  - Who needs preventative medical or health care
  - Whose school or place of care has been closed due to weather or other public emergency
  - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
  - Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
    - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
    - Obtain services from a victim services organization
    - Obtain psychological or other counseling
    - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
    - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

## **6. Family Members**

For ESST purposes, "family member" includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling

- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild, or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee
- 

#### **7. Advance Notice for use of ESST**

If the need for ESST is foreseeable, the City requests seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as soon as practicable. When an employee uses ESST for more than three (3) consecutive days, the City may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the City will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

#### **8. Retaliation prohibited**

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Further, the use of ESST will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under the ESST law.

#### **9. Benefits and return to work protections**

An employee returning from time off using ESST is entitled to return to their City employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the City and the employee is rehired again within 180 days of separation, previously accrued ESST that had not been used will be reinstated. An employee is entitled to accrue ESST at the commencement of reemployment and begin using ESST after 80 hours of employment.

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## City of Mounds View Staff Report

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Item No: 05G  
Meeting Date: December 11, 2023  
Type of Business: Consent Agenda  
Administrator Review: \_\_\_\_\_

To: Honorable Mayor and City Council  
From: Rayla Sue Ewald, Human Resource Director  
Item Title/Subject: Resolution 9845, Authorizing Revisions to Section 2.01 (Compensation and Classification Plan); Section 2.09 (Miscellaneous Benefits); and Section 2.11 (Retirement Health Savings Plan) of the Personnel Manual

**Background:**

Revisions are required for the Personnel Manual due to the following:

- Section 2.01 Compensation and Classification Plan - The City conducted a Salary Study to be effective January 1, 2024. Pay plan changed from a five (5) step pay plan to a nine (9) step pay plan.
- Section 2.09 Miscellaneous Benefits – The City's health provider added a wellness program for all regular full-time and regular part-time employees. Information on the program was included.
- Section 2.11 – Funds earned from completing portions of the wellness program are contributed to an employees Retirement Health Savings Plan

**Discussion:**

Section 2.01 explains the new pay plan structure. There are now grades within the structure, and nine (9) steps as opposed to five (5).

Section 2.09 explains the addition of the new wellness program which started in 2022. This was an oversight and should have been added previously. It's an extra feature from the health insurance provider, which pays incentives to employees for completing healthy tasks. The funds are paid from grants through the insurance provider.

Section 2.11 explains the payments received for the wellness funds are paid to employees directly into their Retirement Health Savings Plan.

**Strategic Plan Strategy/Goal:**

Create a culture where employees desire to work.

**Financial Impact:**

None.

**Recommendation:**

Staff recommends the City Council adopt Resolution 9845 Authorizing Revisions to Section 2.01 (Compensation and Classification Plan); Section 2.09 (Miscellaneous Benefits); and Section 2.11 (Retirement Health Savings Plan) of the Personnel Manual

Respectfully submitted,

---

Rayla Sue Ewald  
Human Resource Director

Attached: Resolution 9845  
Exhibit A

**RESOLUTION NO. 9845**

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

**RESOLUTION AUTHORIZING REVISIONS TO SECTION 2.01  
(COMPENSATION AND CLASSIFICATION PLAN); SECTION 2.09  
(MISCELLANEOUS BENEFITS) AND SECTION 2.11 (RETIREMENT  
HEALTH SAVINGS PLAN) OF THE PERSONNEL MANUAL**

**WHEREAS**, the City of Mounds View has a Personnel Manual; and

**WHEREAS**, several updates to the Manual are in order; and

**WHEREAS**, this resolution amends Section 2.01 Compensation and Classification Plan, Section 2.09 Miscellaneous Benefits, and Section 2/11 Retirement Health Savings Account; and

**WHEREAS**, the revised Sections are attached to this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mounds View City Council does hereby amend Sections 2.01, 2.09, and 2.11 (all as attached) of the Personnel Manual. Sections 2.09 and 2.11 become effective immediately; and Section 2.01 becomes effective January 1, 2024

Adopted this 11<sup>th</sup> Day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(seal)

## **SECTION TWO: COMPENSATION AND BENEFITS**

### **Section 2.01 COMPENSATION AND CLASSIFICATION**

This section of the Personnel Manual establishes policies governing job compensation and classification. The City is required to maintain a system of assigning jobs of comparable worth and comparable salaries. The City is best able to accomplish its work by defining specific job duties, tasks, and requirements for employees hired to perform that work.

Each City job shall be evaluated and placed in a specific classification and pay grade to ensure compliance with pay equity requirements. The Position Classification Plan shall assign a point value and pay grade with a pay range to each job within the City.

Each Council approved position shall be defined by a job description including specific job duties, tasks, and requirements. These descriptions shall be reviewed periodically for accuracy and continued compliance with pay equity requirements.

#### **A. JOB DESCRIPTIONS**

The Human Resource Department shall provide a consistent format for job descriptions throughout the City, and a consistent process for evaluating jobs and assigning them to the appropriate pay level.

Job descriptions shall include the:

- Summary of the job, including why the job exists, what it does, and how the work is performed,
- Essential duties performed by employees in that job classification,
- Required education, credentials, experience, knowledge, and skills necessary to perform the job successfully,
- Supervisory authority of the position, if any,
- Reporting relationship for the position (the role to which this job reports), and
- Conditions under which the work is normally performed.

It is an inherent management right and duty to design, redesign, restructure and create new jobs to meet the objectives and changing needs of the City.

#### **B. COMPENSATION**

In order to attract and retain a well-qualified workforce to perform City services, and comply with state and federal laws regarding wages, the City shall establish and communicate its compensation plan. The City has an interest in understanding how its compensation plan compares to that of similar public organizations that employ individuals with similar skills and duties.

The Human Resources Director shall review the compensation system periodically and recommend changes to the City Administrator. The information will then advance to the Human Resource Committee. This periodic review will involve a review of all salary ranges included in the system.

## Exhibit A

The compensation system shall include designated salary ranges, each with a minimum, target rate, and maximum rate. The City Council shall adopt a compensation salary range schedule establishing rates of pay for salary ranges in the pay-for-performance compensation system. The salary range schedule may be adjusted by the City Council. Salary ranges may reflect:

- The relevant rates of pay in public labor markets;
- The financial condition and fiscal policies of the City;
- Other pertinent economic considerations.

### **C. CLASSIFICATION/GRADE**

Each position shall be placed in the appropriate grade through an objective evaluation process within the Classification Plan (L.E.L.S. Union Members are excluded as they follow their Labor Agreement).

### **D. NINE-STEP COMPENSATION PLAN**

The City uses a nine (9) step compensation plan for regular, full-time and part-time employees. The nine (9) step plan is the first phase of the overall compensation policy and shall consist of nine (9) increments with the highest step, Step 9, representing 100% of the position's maximum compensation rate. The steps are as follow:

Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 100%
	4.00%	3.75%	3.75%	3.75%	3.50%	3.25%	3.00%	2.75%

#### Progress through the Steps

Generally, new employees will begin at Step 1 of the nine (9) step plan. The City Council may however authorize a new employee to start at a step *other* than Step 1 in consideration of experience and qualifications. Employees hired to start at Step 1 will be eligible for an increase at six (6) months of service. Advancement to subsequent steps would occur on the employee's anniversary date until the employee reaches Step 9. Advancement to a subsequent step necessitates (1) a performance evaluation rated satisfactory or better by the employee's supervisor and (2) approval by the Department Head and City Administrator. The progression from Step 1 to Step 9 represents a span of seven (7) years.

### **E. ANNUAL COMPENSATION ADJUSTMENT**

The Annual Compensation Adjustment (ACA) is the Council-approved adjustment often referred to as a Cost of Living Adjustment (COLA).

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

#### Implementation

When deemed appropriate by the City Council, the wages for each regular full-time and part-time employee not represented by a collective bargaining unit may be adjusted,

## Exhibit A

effective January 1 of each year or at any other point in the year as determined by the City Council. The percentage increase approved by the City Council represents the second phase in the overall compensation policy.

### Adjustment Criteria

The ACA shall be granted only when earned based on demonstrated on-the-job performance, supported by the recommendation of the employee's immediate supervisor and preceded by a year-end performance evaluation rated satisfactory or above. All recommendations will be reviewed by the City Administrator who will recommend approval or denial of the ACA to the City Council for final approval. If a performance evaluation is rated less than satisfactory or it is determined that the employee has areas of job performance in need of improvement, the employee may receive less than the full ACA percentage increase.

## **F. PAY EQUITY COMPLIANCE**

The State of Minnesota's Pay Equity Act requires that "every political subdivision of this state shall establish equitable compensation relationships between female-dominated, male-dominated, and balanced classes of employees in order to eliminate sex-based wage disparities in public employment in this state." (Minn. Stat. § 471.992, subd. 1)

The term "equitable compensation relationship" means "that the compensation for female-dominated classes is not consistently below the compensation for male-dominated classes of comparable work value as determined under section [471.994](#), within the political subdivision." (Minn. Stat. §. 471.991, subd. 5).

The City resolves to follow the statutory requirements of the Pay Equity Act as established presently and as may be amended in the future. The pay equity analysis and any resulting compensation adjustment necessary to achieve compliance represents the final step in the overall compensation process.

<b>Section 2.09 Miscellaneous Benefits</b>
--

**A. HEALTH CLUB MEMBERSHIP**

Employees may request reimbursement for health club memberships in exchange for accrued Sick Leave. An hour of Sick Leave is valued at the employee's current rate of pay. Employees can participate if a minimum balance of 80 hours sick leave is maintained. The maximum monthly reimbursement amount is \$75 or an annual maximum reimbursement of \$900. Balance and contribution amounts are pro-rated for part-time employees.

**B. EMPLOYEE WORKOUT FACILITY**

The City provides a workout facility (fitness equipment) located in the City Hall basement for employee use. In order to use the equipment employees must first sign a release of liability and submit the form to Human Resources.

**C. Wellness Program**

The City's health care provider offers regular full-time and regular part-time employees the ability to participate in an online wellness program. All participating employees are able to participate in wellness challenges, such as walking or exercise events; and, personal events like confidential cholesterol and BMI screenings.

Employees having the City's health insurance are able to earn "points" which annually convert into dollars and at year-end, are placed in the employees' Retirement Health Savings Plan.

### **Section 2.11 Retirement Health Savings Plan**

The City provides its employees with a Retirement Health Savings Plan (RHSP) pursuant to Internal Revenue Code regulations through a third party administrator selected by the City. Participation is mandatory and deductions begin on employees' first payroll.

For purposes of Item A and D, eligible sick leave hours shall be capped. For each year beyond 10 an additional 20 hours will be added to the cap.

The following contributions are required to the Retirement Health Savings Plan:

- A.** Employees who have a sick leave balance of 600 or more hours shall contribute their excess balance to the RHSP at a 2 to 1 ratio with a maximum annual contribution of 160 hours (80 hours converted) or that amount which brings the employee's sick leave balance down to 600 hours—whichever is less. The City shall calculate and process the annual employee contribution to the RHSP on the first payroll period of December of each year. At no point however shall an employee's cumulative contributions exceed the employee's maximum eligible hours, as defined above.
- B.** In addition to the provisions listed in Section A, the following table below and terms shall apply to all non-exempt employees and are calculated on January 1:

Group Designation	Age + Years of Service
Group A	Up to 65
Group B	66 to 74
Group C	75 and above

1. Employees in Group A shall contribute 1% of their salary per payroll towards the RHSP and in addition, upon separation, employees in this group who have completed two (2) or more years of service and leave in good standing shall contribute fifty percent (50%) of accrued vacation compensation to the RHSP.
2. Employees in Group B shall contribute 5% of their salary per payroll towards the RHSP, and in addition, upon separation, employees in this group who have completed two (2) or more years of service and leave in good standing shall contribute one hundred percent (100%) of accrued vacation compensation to the RHSP.
3. Employees in Group C shall contribute 1% of their salary per payroll towards the RHSP and in addition, upon separation, employees in this group who have completed two (2) or more years of service and leave in good standing shall contribute one hundred percent (100%) of accrued vacation compensation to the RHSP.

Exhibit A

- C. In addition to the provisions listed in Section A, non-union POST Certified employees shall contribute two percent (2%) of their salary per payroll period toward the RHSP, and, in addition, upon separation from the City, employees in this classification who have completed two (2) or more years of service and leave in good standing shall contribute 100% of accrued vacation compensation to the RHSP.
- D. 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.
- E. Upon separation from the City, 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, in accordance with the following:
  - 1. For employees hired after January 1, 2008, sick leave hours paid out as separation compensation shall not exceed the employee's maximum eligible hours cap less any annual contributions made under Section A.
  - 2. Employees with less than two (2) years of service with the City are not eligible to contribute sick leave hours to the RHSP and have no right to any payout of unused sick leave hours.
  - 3. Employees who had completed 10 years of service by January 1, 2008, qualify for enhanced sick leave payout at the rate of 65%. Upon separation, qualifying employees shall contribute their eligible sick leave hours to their RHSP, at the enhanced rate. The enhanced conversion rate of 65% applies ONLY to sick leave hours contributed at separation.
  - 4. Sick leave balances in excess of the maximum eligible cap as defined above are not eligible for contribution or payout in any form.
  - 5. Amounts earned from participation in the City's wellness program will be contributed into the RHSP.





## City of Mounds View Staff Report

Item No: 05H  
Meeting Date: December 11, 2023  
Type of Business: Consent Agenda  
Administrator Review: \_\_\_\_\_

To: Honorable Mayor and City Council  
From: Rayla Sue Ewald, Human Resource Director  
Item Title/Subject: Resolution 9842, Approving the Hire of Leon Wanna to the Part-Time Custodian Position

**Background:**

Council approved a motion during the October 9, 2023 meeting, authorizing a recruitment process for the Custodian position.

**Discussion:**

The Custodian position has been continuously posted since October. At this time, staff has received a qualified Custodian applicant, Leon Wanna. Mr. Wanna interviewed with Parks and Recreation Superintendent Thomas, Facilities Maintenance Staff Menard, and Human Resource Director Ewald. It is the consensus of the interview panel to recommend Mr. Wanna to the position of part-time Custodian. Mr. Wanna has multiple years' experience performing custodial duties for both private and public employers.

If approved for hire, Mr. Wanna would start at Step 1 of the pay scale, \$20.13 per hour. He would be on probation for six (6) months, and advance to Step 2 subject to a satisfactory performance evaluation. Mr. Wanna would then advance to Step 3 on his one year anniversary. He would report directly to Parks and Recreation Superintendent Thomas. Following is the 2023 wage schedule:

2024 Custodian Hourly Wage Schedule: Grade 2								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$20.13	\$20.93	\$21.71	\$22.53	\$23.37	\$24.19	\$24.98	\$25.73	\$26.44

Mr. Wanna successfully completed background and reference checks. Staff is requesting to begin his employment on January 2, 2024.

**Strategic Plan Strategy/Goal:**

Create a culture where employees desire to work.

**Financial Impact:**

None, this is a budgeted item.

**Recommendation:**

Staff recommends the City Council adopt Resolution 9842 Approving the Hire of Leon Wanna to the Part-Time Custodian Position.

Respectfully submitted,

Rayla Sue Ewald  
Human Resource Director

Attached: Resolution 9842

**RESOLUTION NO. 9842**

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

**A RESOLUTION APPROVING THE HIRE OF LEON WANNA TO THE  
PART-TIME CUSTODIAN POSITION**

**WHEREAS**, the Part-Time Custodian position was authorized for recruitment by motion during the October 9, 2023 Council meeting;

**WHEREAS**, candidate Leon Wanna, having multiple years' experience performing custodial duties for both private and public employers; and

**WHEREAS**, Mr. Wanna successfully completed background and reference checks; and

**WHEREAS**, if approved for hire, Mr. Wanna would start at Step 1 of the Grade 2 pay scale of the 2024 pay plan, with an increase to Step 2 on his six-month anniversary subject to a six-month probationary period; and

2024 Custodian Hourly Wage Schedule: Grade 2								
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$20.13	\$20.93	\$21.71	\$22.53	\$23.37	\$24.19	\$24.98	\$25.73	\$26.44

**WHEREAS**, Mr. Wanna is available to begin employment on January 2, 2024, reporting to Parks and Recreation Superintendent Thomas.

**NOW, THEREFORE, BE IT RESOLVED** that the Mounds View City Council does hereby:

- Appoint Leon Wanna to the position of Part-Time Custodian
- Starting date will be on or around January 2, 2024
- Starting wage at Step 1 of the 2024 Pay Plan (\$20.13/hour)
- Mr. Wanna will be subject to a six-month probationary period
- Mr. Wanna will advance to Step 2 on his six-month anniversary, subject to a satisfactory performance evaluation
- Mr. Wanna will advance to Step 3 on his one-year anniversary
- Mr. Wanna will report directly to the Parks and Recreation Superintendent

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(seal)



Item No:	08A
Meeting Date:	Dec 11, 2023
Type of Business	Council Business
City Administrator Review	

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Brian Beeman, Assistant City Administrator  
**Item Title/Subject:** **Resolution NO. 9846, A Resolution Approving the Mounds View Square Redevelopment Study**

### **Introduction:**

In September 2023, the City of Mounds View contracted with HKGI to establish a redevelopment framework for the Mounds View Square Shopping Center and Sunrise Methodist Church property. The study is being funded by Ramsey County through a Critical Corridors Pre-Development Planning grant. The study included a market study conducted by LOCI and redevelopment concepts designed by HKGI. HKGI met with the City Council October 2, 2023 to review the initial market study findings and concepts. HKGI launched a survey through the City's Facebook and website and compiled that information together with the City Council's input and on November 15, 2023 HKGI held a community engagement event at the Mounds View City Hall to seek additional public input on the project. That meeting was recorded and played back on the local T.V. access channel and also posted to the City's Website.

The study explored redevelopment concepts and phasing options to ensure redevelopment works in harmony with existing businesses and adjacent neighborhoods. According to Ramsey County's Critical Corridors Pre-Development Planning grant requirements and deadline, the final recommendations and findings from the study must be adopted by the City Council by December 31, 2023 in order to stay in compliance with the grant agreement.

### **Discussion:**

HKGI will be present to provide its final findings as per the grant requirements and answer any questions.

### **Strategic Plan Strategy/Goal:**

Create and maintain a positive business climate where businesses want to locate and remain in Mounds View.

### **Financial Impact:**

The City of Mounds View received a \$50,000 grant from Ramsey County to conduct a Market and Redevelopment study of the Mounds View Square area. The study must be approved and adopted by the Mounds View City Council and submitted to Ramsey County by December 31, 2023.

### **Recommendation:**

Staff recommends the Council consider Resolution No. 9846, a Resolution Approving the Mounds View Square Redevelopment Study via a motion. The final step will be to submit the final plan to Ramsey County between December 12-31, 2023.

Respectfully,

Brian Beeman, MPA, CMC  
Assistant City Administrator

ATTACHMENT(S):

- 1) Resolution No. 9846, A Resolution Approving the Mounds View Square Redevelopment Study
- 2) Mounds View Square Redevelopment Report

**RESOLUTION NO. 9846**

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

**RESOLUTION APPROVING THE MOUNDS VIEW SQUARE REDEVELOPMENT  
STUDY**

**WHEREAS**, the City of Mounds View received a Ramsey County Critical Corridors Pre-Development Planning grant to study redevelopment concepts for the Mounds View Square at 2523 Mounds View Boulevard and the Sunrise Methodist Church at 7687 Long Lake Road; and,

**WHEREAS**, the City of Mounds View contracted with HKGi to facilitate the study process and to develop recommendations for the study area; and,

**WHEREAS**, the City of Mounds View started the study process in September 2023 and completed the study in December 2023; and,

**WHEREAS**, the study process included property owner interviews, a community questionnaire, and a community open house to collect public input; and,

**WHEREAS**, recommendations from the study include redevelopment goals, direction on use and form of development, and policy direction; and,

**WHEREAS**, the study's recommendations are intended to be used as a guiding document to inform future investments or redevelopment plans.

**NOW, THEREFORE, BE IT RESOLVED** that the Mounds View City Council acknowledges the study's findings and recommendations and does hereby approve the study as a guiding document.

Adopted this 11<sup>th</sup> day of December, 2023.

ATTEST:

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Zach Lindstrom, Mayor

(SEAL)

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Nyle Zikmund, City Administrator

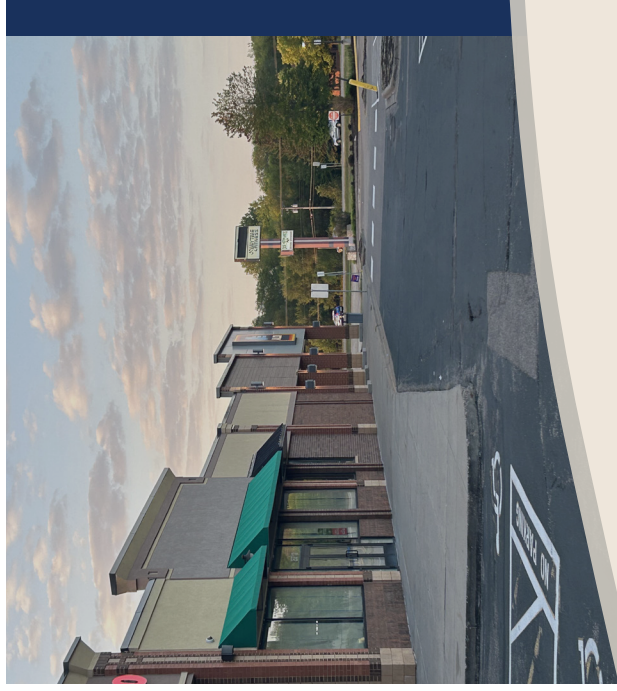
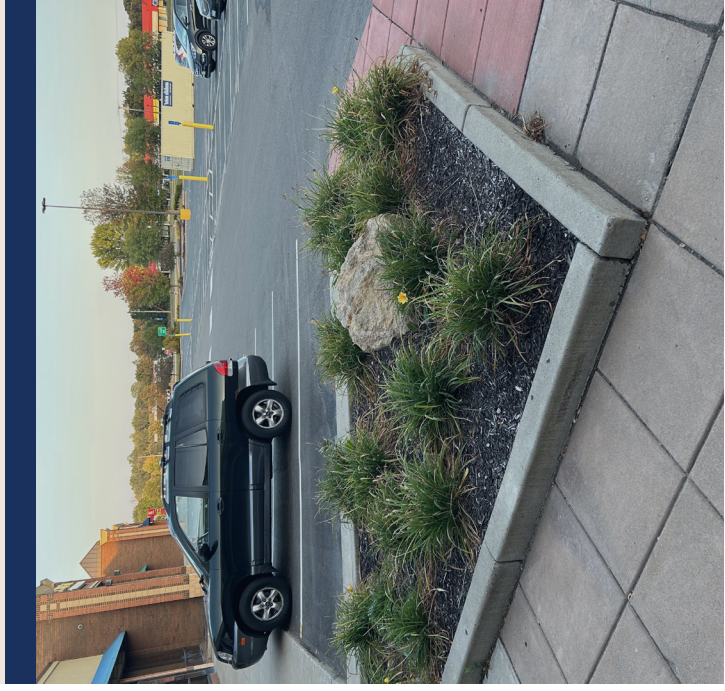




# MOUNDS VIEW SQUARE REDEVELOPMENT STUDY

CITY OF MOUNDS VIEW, MINNESOTA

Final Report - 12.11.2023





## ACKNOWLEDGEMENTS

### Mounds View City Council

- Zach Lindstrom, *Mayor*
- Gary Meehlhause
- Sherry Gunn
- Theresa Cermak

### City of Mounds View Staff

- Nyle Zikmund, *City Administrator*
- Brian Beeman, *Assistant City Administrator*

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# PROJECT OVERVIEW

## STUDY PURPOSE

The purpose of the Mounds View Square Redevelopment Study is to determine potential redevelopment scenarios for the property. Portions of the commercial development have been vacate for a number of years and this study seeks to find potential redevelopment uses that match market expectations and meet the needs of the broader community and property ownership. The study looks at both the Mounds View Square site as well as the adjacent Sunrise Methodist Church site east of Long Lake Road. The Mounds View Square Redevelopment Study integrates the findings from Loci Consulting, a market analysis firm to inform potential redevelopment scenarios. The study also summarizes conversations with the property owner, the City Council and involves the feedback from the community received during an open house and an online engagement session. The Study outlines the goals of potential future redevelopment, summary of the market findings, preliminary concepts, community engagement feedback and the overall preferred findings.



Aldi grocery store at Mounds View Square

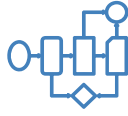


# STUDY GOALS

Throughout the planning process a number of key themes became clear for redevelopment of the Mounds View Square site. These themes included building on key existing business to stimulate the market and attract new business to the area and to coordinate and collaborate with the existing property owners and tenants as well as the adjacent residential neighborhoods. Most importantly, a key theme was to create an identifiable and welcoming place that will attract the community and business. Specific goals include:



Establish a framework that defines how different types of redevelopment can be phased over time



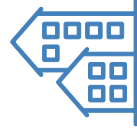
Define how different types of redevelopment can be integrated with adjacent neighborhoods



Create a place for people to live, work, and socialize



Identify and build on existing businesses to stimulate markets and attract new businesses



Coordinate and collaborate with property owners, existing businesses, and adjacent neighborhoods



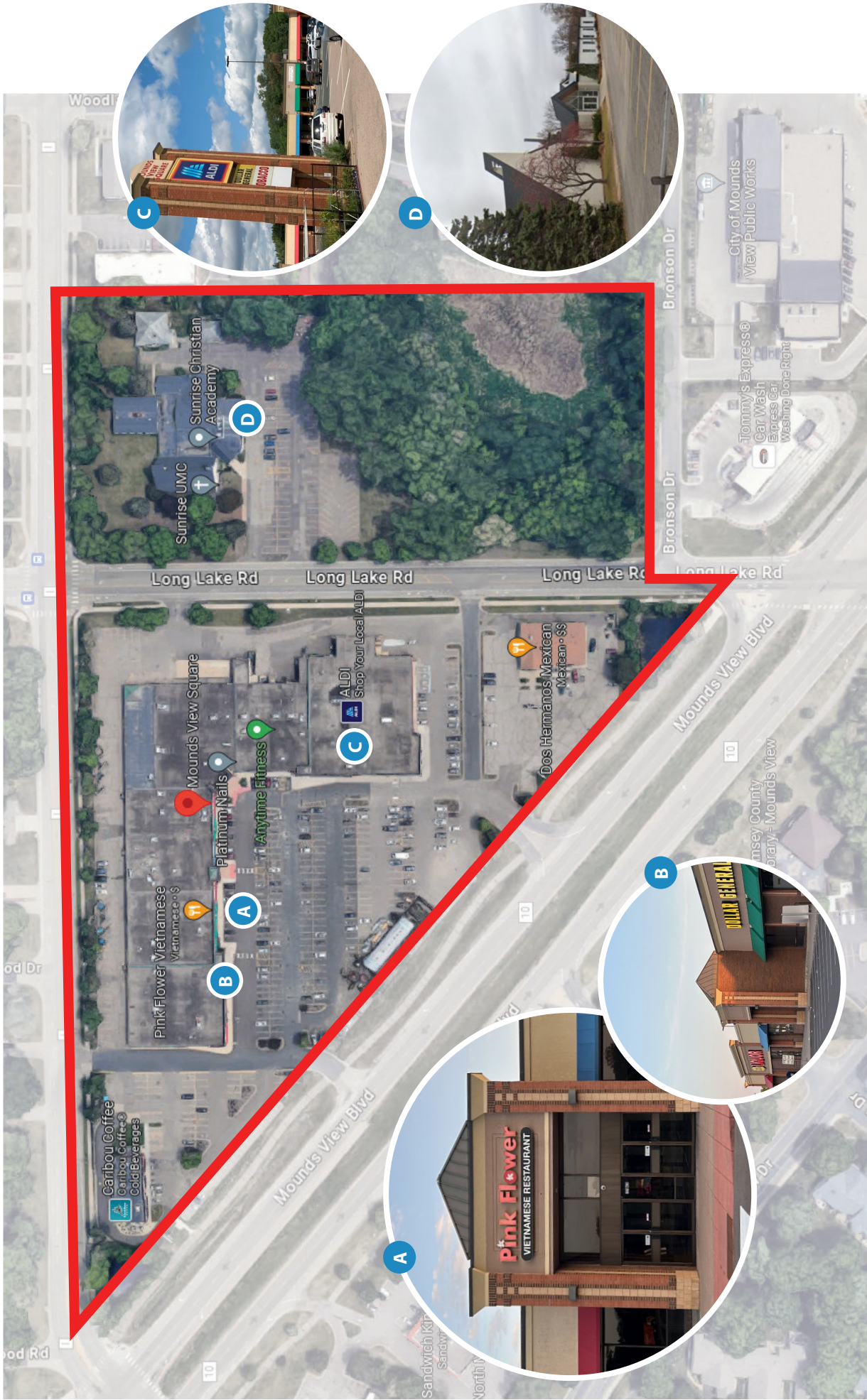
Create a distinct and welcoming place to attract people and businesses



The Pink Flower is a long-standing tenant and community destination. Retention of existing tenants is key goal for any redevelopment.

*Image from Pastor Properties*

# STUDY AREA





# PLANNING PROCESS



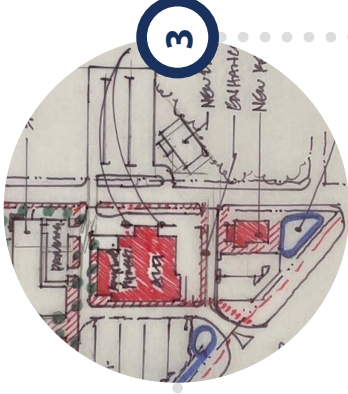
## UNDERSTAND THE CONTEXT

During this phase of the project a base of common understanding including existing land use and physical conditions, planned improvements, and an understanding of the Mounds View Square property.



## INTEGRATE THE MARKET FINDINGS AND VISION THE FUTURE

This project phase involved working to respond to both the market findings and the desires of all involved parties, balancing opinions and perspectives on both variable/subjective and non-variable components.



## EXPLORE ALTERNATIVES

The consulting team explored up to three alternative site plan concepts with differentiating focuses. Site plans were evaluated based on access and circulation, land use impacts, and market feasibility.



## CONVERGE ON A PREFERRED PLAN

The design team worked through a process to evaluate and converge on a preferred plan direction, including an open house and online engagement period.



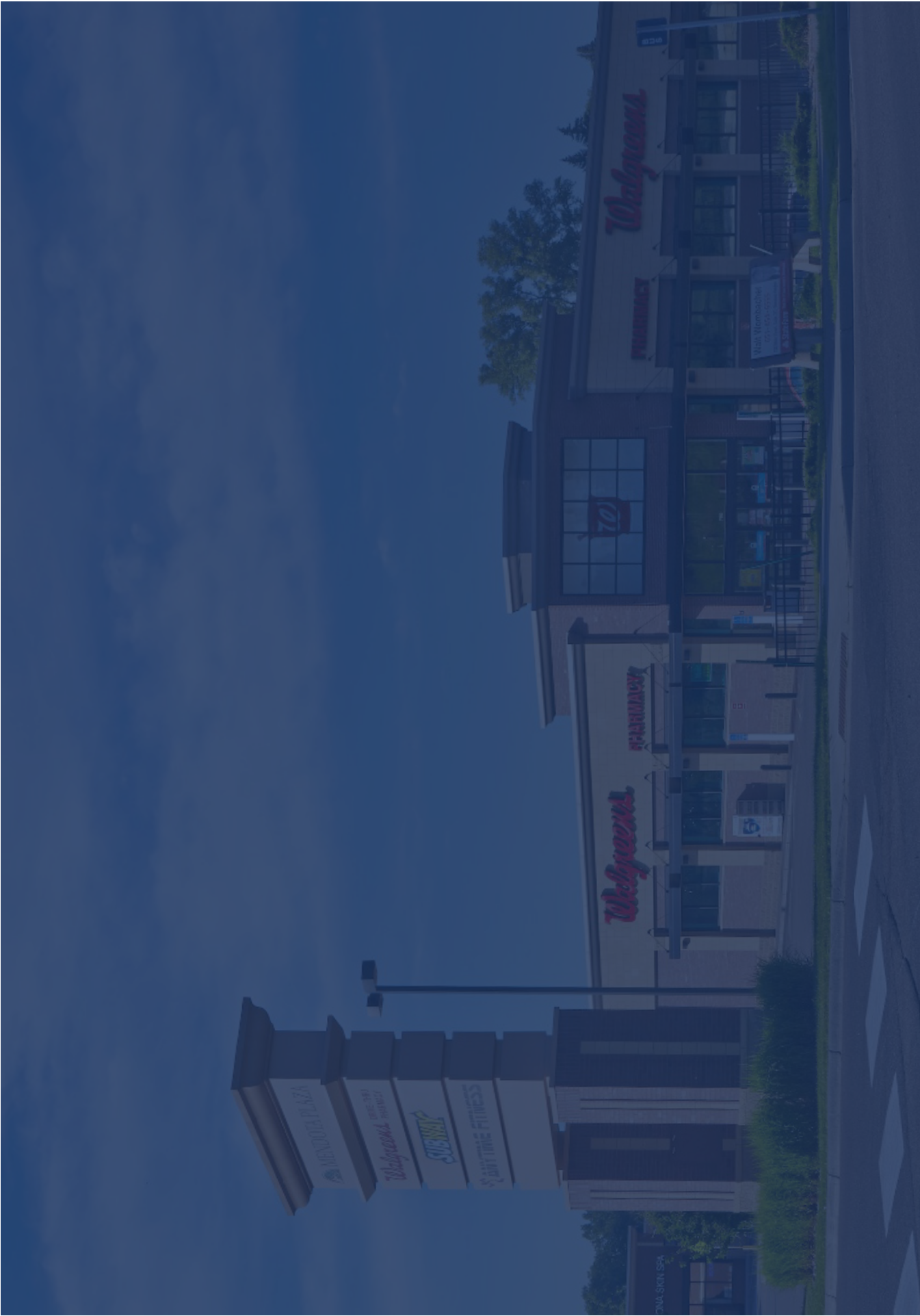
## ASSEMBLE THE PLAN

Based on the technical review of the alternatives and the engagement process, a final summary was prepared for consideration by the city of Mounds View.

# PROJECT SCHEDULE

The planning process lasted roughly four months during the tail end of 2023 and times out with the four key phases focused on.









# SITE ANALYSIS

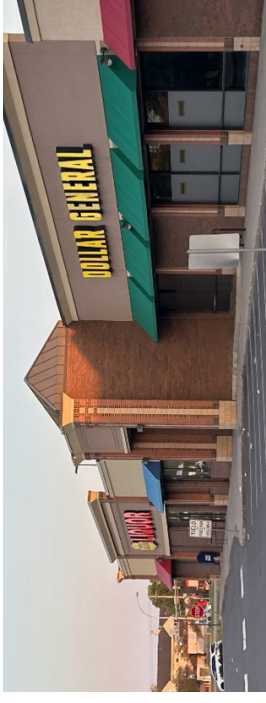
## SITE CONTEXT



### SUNRISE METHODIST CHURCH

#### SITE INFORMATION

- Built in 1966
- 6.42 acres (~3+ acres is wetland)
- 18,500 sqft building
- Owned by the Minnesota Annual Conference of United Methodist Church
- Represented by JLB to determine the feasibility and best use of the property
- The size of the congregation has decreased over the years
- Multiple groups utilize the space
- Daycare - short-term lease agreement (would like to remain with redevelopment)



### MOUNDS VIEW SQUARE SHOPPING CENTER

#### SITE INFORMATION

- Built in 1974
- 9.64 acres
- 102,000 sqft strip center building anchored by a grocery store, Aldi
- 3,900 sqft separate strip center
- 4,000 sqft freestanding restaurant
- The center currently has about 44,000-square feet of vacant space (40% of total space)
- Older building design (indoor corridors) that is no longer conducive to businesses

#### OTHER KEY CONSIDERATIONS:

- Reuse/Repurposing of Buildings
- Lease Agreements/Timing

# EXISTING CONDITIONS GUIDED LAND USE

## 2040 MOUNDS VIEW COMPREHENSIVE PLAN

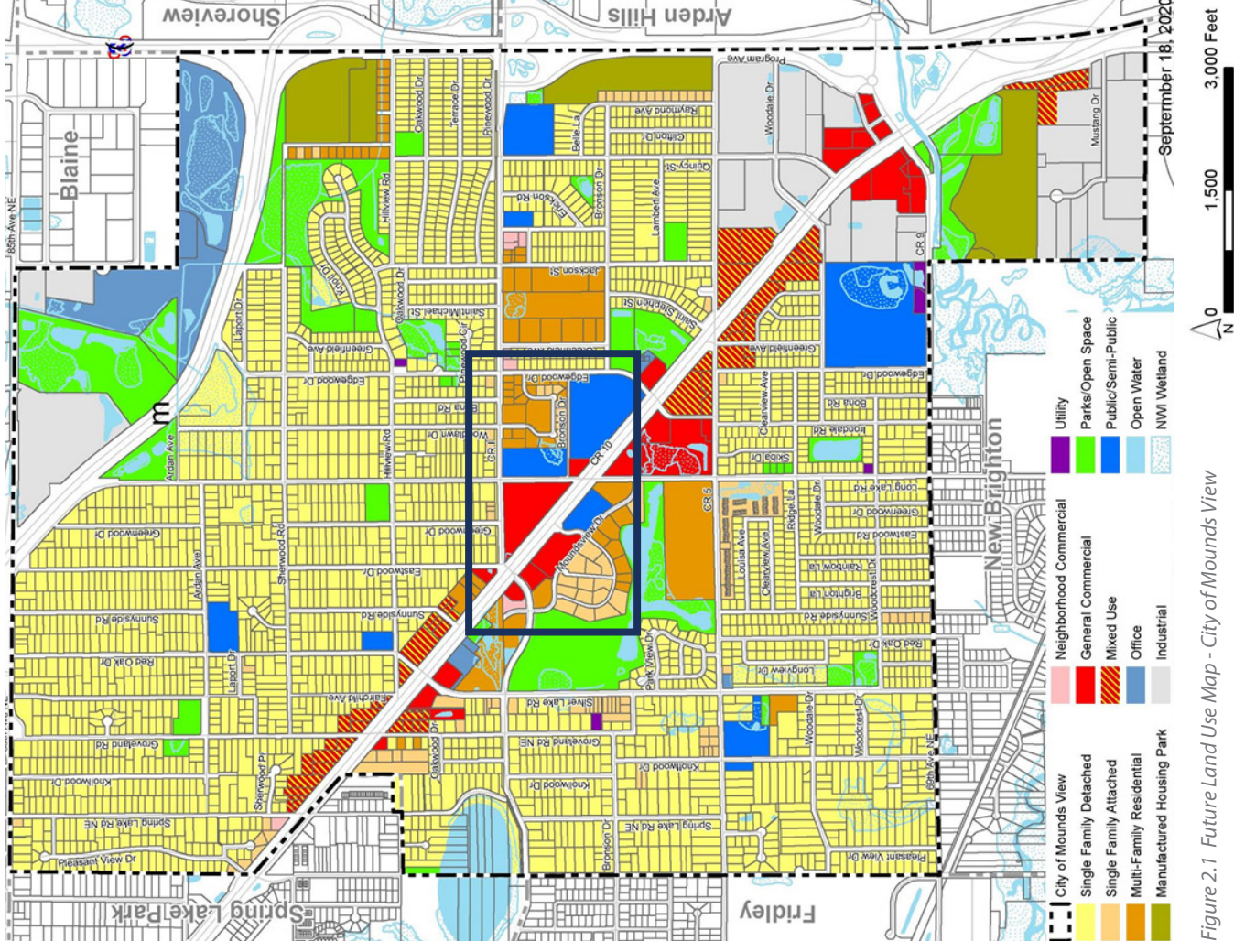
The Comprehensive Plan is a community-wide plan of how land is guided to be used between the years 2020-2040.

## LAND USE GUIDANCE

- Mounds View Square is intended for retail and service businesses, often which are auto dependent. Examples may include retail, restaurants, entertainment, and gas stations.
- Sunrise Methodist Church is currently guided as Public/Semi public land use

## CURRENT ZONING DISTRICT

- Zoned B-4 (Regional Business District) - The purpose of Regional Business District is to provide for the establishment of commercial and service activities which draw from and service customers from the entire community or region.
- The Church is zoned R-1 (Single Family Residential)





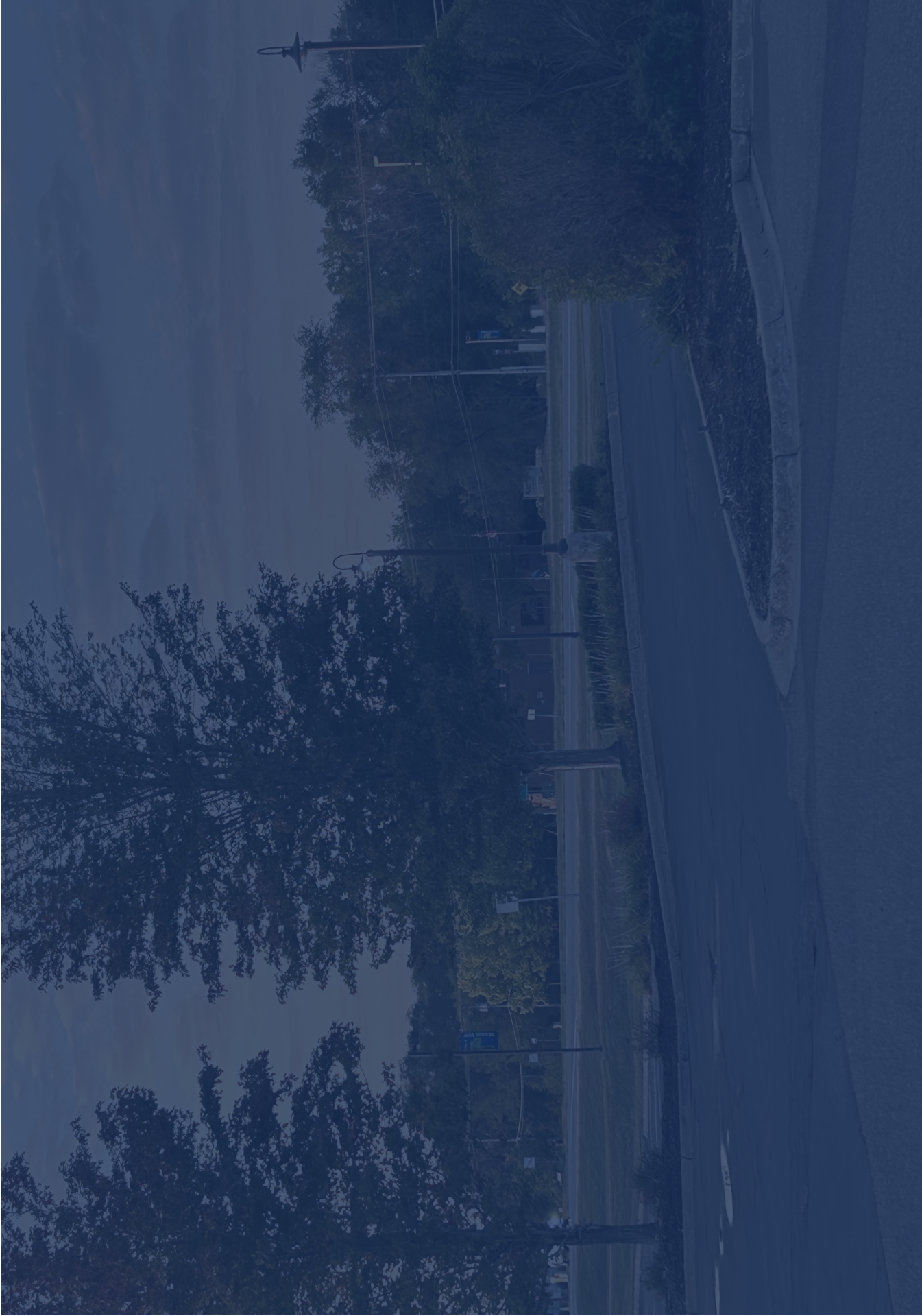
## PEDESTRIAN CONNECTIONS AND ACCESS

The site Mounds View Square is surrounded by County roadways with direct access off of Mounds View Boulevard (a right-in/right-out access) as well as access points off of Long Lake Road and County Road I. Trails existing along Mounds View Boulevard, and sidewalks exist on the south side of County Road I and west side of Long Lake Road. Pedestrian crossings of Mounds View Boulevard and near the intersection of Long Lake Road and Bronson Drive are challenging for pedestrians.



Figure 2.2 Existing Bike and Pedestrian Diagram







# MARKET ANALYSIS SUMMARY

## OVERVIEW OF THE MARKET FINDINGS

### PROVIDED BY LOCI CONSULTING

A market study was provided by Loci Consulting to guide the planning for redevelopment scenarios. The following summary provides the purpose for the market study, identifies the uses under consideration, highlights the strengths of the site, and summarizes the demand for real estate uses for the study.

#### PURPOSE

- Identify appropriate real estate uses at the site
- Estimate demand for space at rents and prices currently supported by the market
- Provides analysis that supports final recommendations

#### USES UNDER CONSIDERATION

- Restaurant and retail space
- High-density housing
  - Rental housing
  - Senior housing
- Mixed use (vertical or horizontal)
  - Residential
  - Commercial space



#### EXISTING SITE PHOTOS



Most of the vacant space is situated deeper into the site in the "elbow" of the primary multi-tenant building



The liquor store and Dollar General drive frequent trips to the site



# MARKET ANALYSIS FINDINGS

## SITE ANALYSIS

### STRENGTHS OF SITE

- Good traffic counts on Mounds View Boulevard
- Great visibility and access
- Existing and established shopping center and commercial node
- Proximity to existing employment and residential
- Large parcel for redevelopment

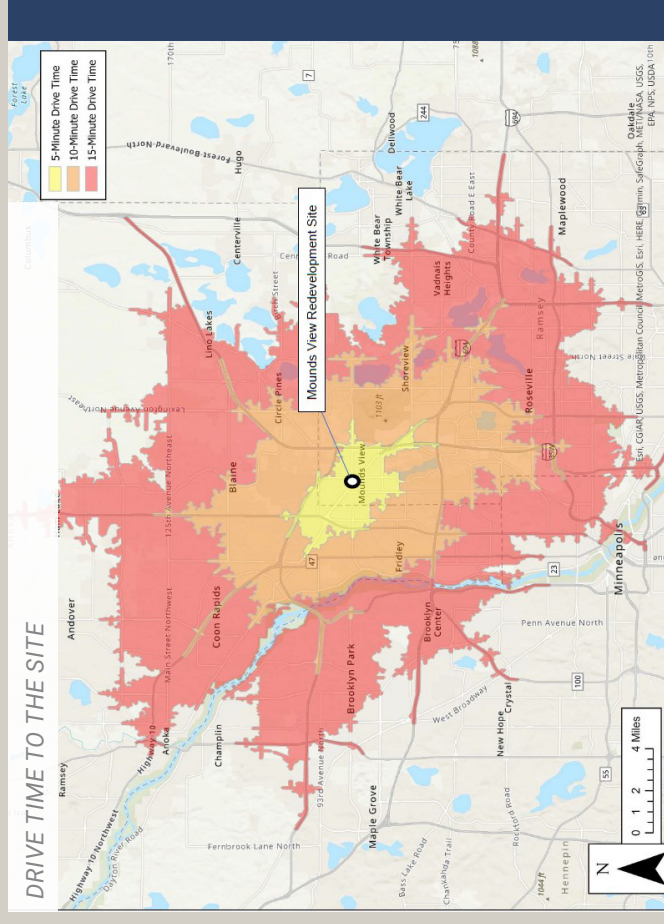
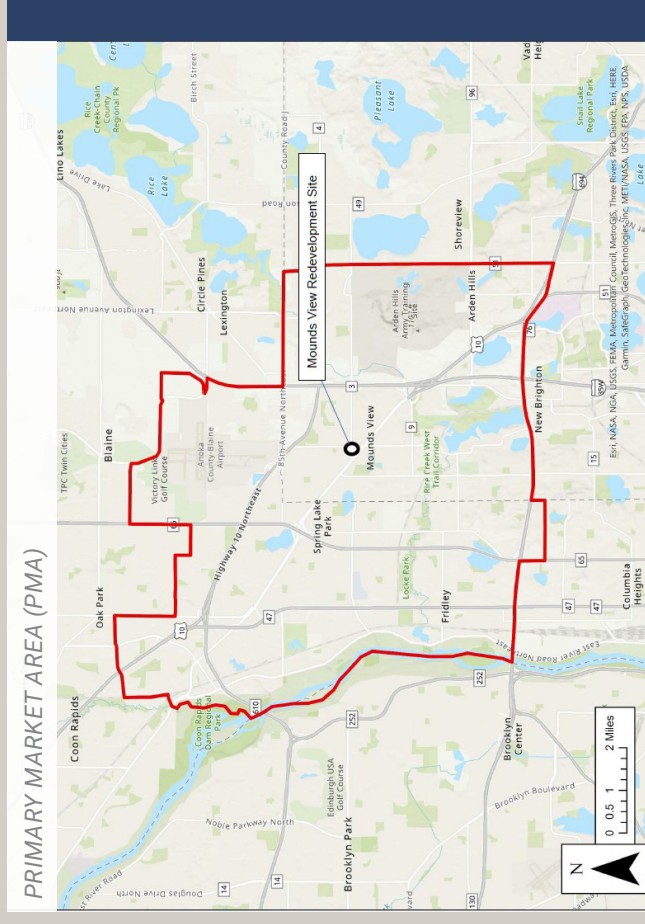
### WEAKNESSES OF SITE

- Traffic noise for potential residents
- Limited regional draw for retail
- Anoka County Airport and TCAAP limit the market area and potential growth for retail and residential
- Large portions of the church property may be undevelopable (wetlands in southern portion of site)

## DEMOGRAPHICS

### PRIMARY MARKET AREA (PMA)

- PMA population: 87,000
- 10-minute drive time population: 142,000
- PMA annual population growth: 0.4% per year, comparable to the Metro Area
- Median household income: \$79,000—14% lower than the Metro Area



## COMPETITIVE MARKET

### RETAIL

- 7.3 million square feet of retail in PMA
- 3.9% vacancy rate
- Much of the vacancy is in obsolete retail shopping centers and space
- Average rent per square foot per year is about \$14
- Rents are not high enough to support new construction



Image from Pastor Properties

### MULTIFAMILY

- New rental developments opened in 2022-2023, absorption has been good
- Pushed vacancy up to over 8%
- Average rent is now about \$1,400 in PMA
- New senior housing has opened in the PMA in 2023 as well



Competing retail and residential in the Primary Market Area



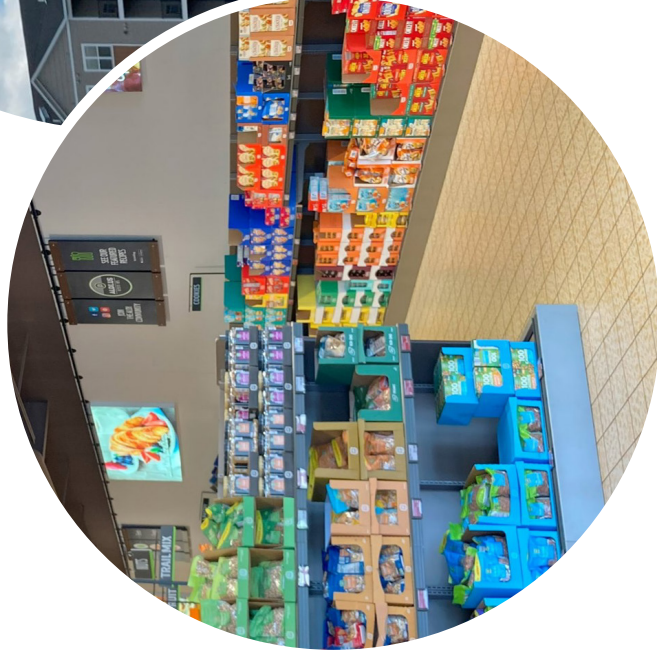
## DEMAND FOR REAL ESTATE USES AT THE SITE

### RESTAURANT AND RETAIL DEMAND

- Much of the retail space at Mounds View Square is obsolete
- There is demand for about 65,000 to 75,000 square feet of total restaurant and retail space at the Site
- Better positioned space could capture growth in the PMA
- “Right-sizing” the retail space creates opportunities for mixed use

### MULTIFAMILY DEMAND

- Affordable housing units: 140-145
- Market-rate rental housing units: 90-100
- Senior housing: 50-60 units
- Residential uses are more “market-ready” than retail uses



## Data Resources and Study Limitations

The data in the market analysis is compiled from a variety of sources, including interviews with city officials, property managers, and real estate salespeople, along with secondary demographic, economic, and competitive resources. Sources are identified in the tables and figures.

The findings, conclusions, and recommendations in this demand analysis are based on the best judgements and analysis at the time of the study.



# VISIONING & COMMUNITY ENGAGEMENT

## VISIONING DISCUSSION

### GOALS TO CONSIDER

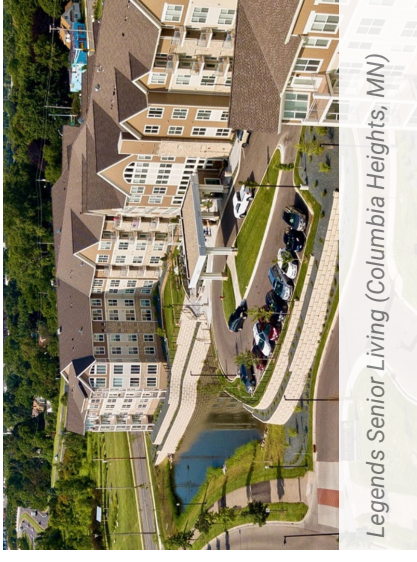
- Create a place for people to live, work, and socialize.
- Identify and build on existing businesses to stimulate markets and attract new businesses.
- Reinvest in the public realm to create a distinct and welcoming place to attract people and businesses.
- Redefine the study area as the heart of the city.

### STRATEGIES TO CONSIDER

- Redevelopment Strategies (e.g., reuse buildings, reconfiguring space, phasing)
- City Strategies (e.g., zoning, partnerships, incentives)
- Building Design Strategies (e.g., placement, materials, design)
- Sense of Place Strategies (e.g., ped amenities, public art, landscaping)
- Transportation Strategies (e.g., traffic circulation, parking, connectivity, access)
- Environmental Strategies (e.g., stormwater)



Sonder Point Apartments & 50+ Apartments  
(Brooklyn Center, MN)



Legends Senior Living (Columbia Heights, MN)



610 West Apartments (Maple Grove, MN)



Bowline Apartments (Champlain, MN)



Triple Crown (Shakopee, MN)



Aura Senior Apartments (Fridley, MN)





The recently renovated Texa-Tonka Center in St. Louis Park with preservation of strip shopping center, development of outdoor plaza space, and residential redevelopment immediately to the east.

## CASE STUDY:

### TEXA-TONKA – ST. LOUIS PARK, MN

- 1950's Shopping Center
- 3.25 acres
- ~54,000 sqft building
- Building space converted to outdoor dining space
- Façade improvements
- Created a more inviting/vibrant space (landscaping and seating)
- Volo (adjacent to Texa-Tonka)
- 1.81 acers
- 110 apartments and townhomes





The renovation of the 7/41 Crossings Shopping Center put focus on the architectural quality of the front facade of the building and expanded outdoor dining space to attract restaurant uses.

## CASE STUDY:

### 7/41 CROSSINGS SHOPPING CENTER, CHANHASSEN, MN

- 1950's Shopping Center
- 3.25 acres
- ~54,000 sqft building
- Building space converted to outdoor dining space
- Façade improvements
- Created a more inviting/vibrant space (landscaping and seating)
- Volo (adjacent to Texa-Tonka)
- 1.81 acers
- 110 apartments and townhomes





Pints and Paddle (or similar smaller scale concept) represents a unique destination entertainment and food/beverage use that could help fill vacant elements of the existing building.

## CASE STUDY:

### PINTS & PADDLE - MAPLE GROVE, MN

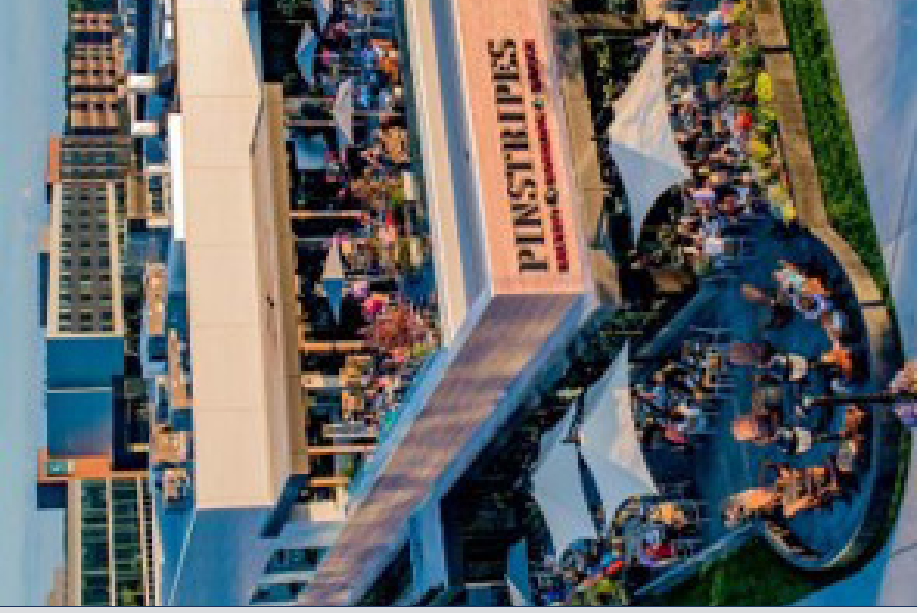
- Opened in 2023
- 40,000+ sqft building
- 2,200 sqft patio,
- 4,000 sqft of green space for yard games
- 10 pickleball courts – 78 self serve taps
- Retained a local restaurant
- A second-floor mezzanine looks over the courts and provides more seating.



## CASE STUDY:

### SMASH PARK - WEST DES MOINES, IA

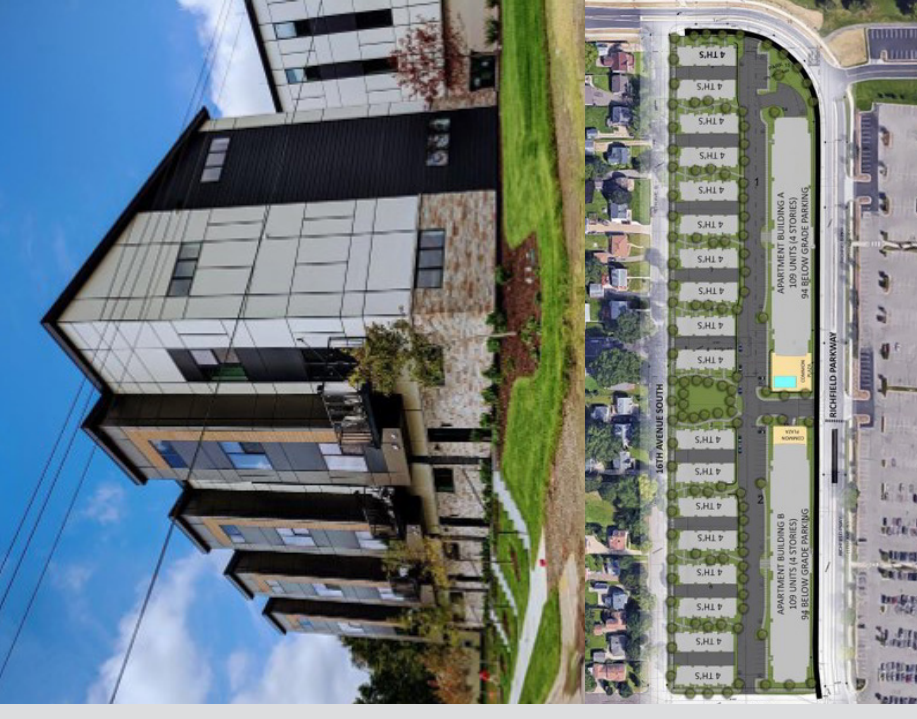
- 30,000 sq. ft. indoor space and 15,000 sq. ft. of outdoor space



## CASE STUDY:

### PINSTRIPES – EDINA, MN

- 27,000 sq. ft. of interior space and outdoor patio
- Restaurant with bowling alley & bocce courts
- 2 floors and a roof deck



## CASE STUDY:

### RYA – RICHFIELD, MN

- 16 Townhome Buildings (4 units per building)
- Built 2020
- Serves as a buffer between single family homes and commercial development



# PRELIMINARY CONCEPTS

## PRELIMINARY CONCEPT 1

- This concept explored large residential redevelopment on the site and reduced retail.

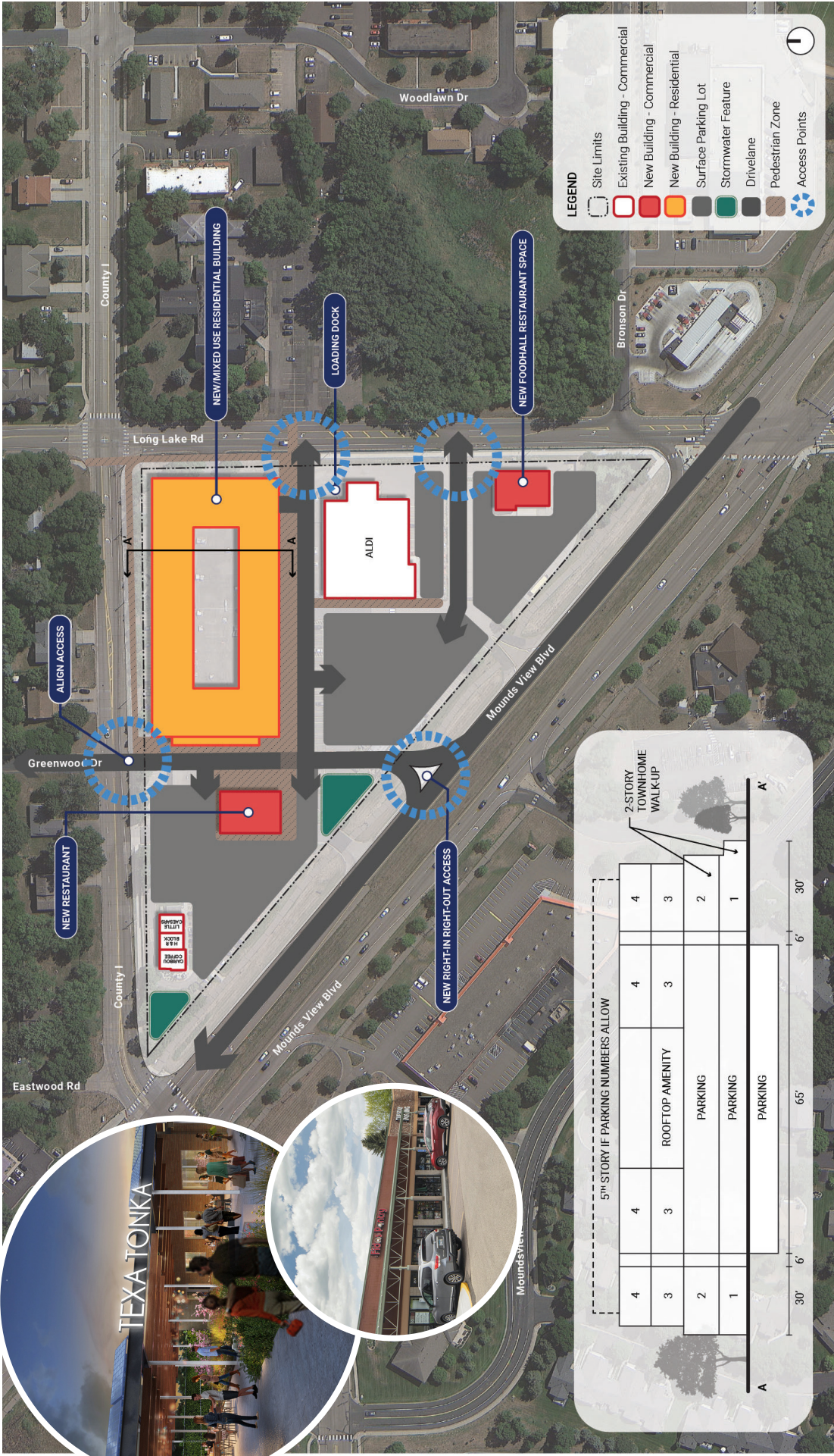


Figure 4.1 Preliminary Concept 1



## PRELIMINARY CONCEPT 2

- This concept broke down portions of the existing building to create an outdoor plaza for gathering. This concept also included a destination retail/entertainment use in the "elbow" and explored high density residential and/or senior housing on the Sunrise Methodist Church site.

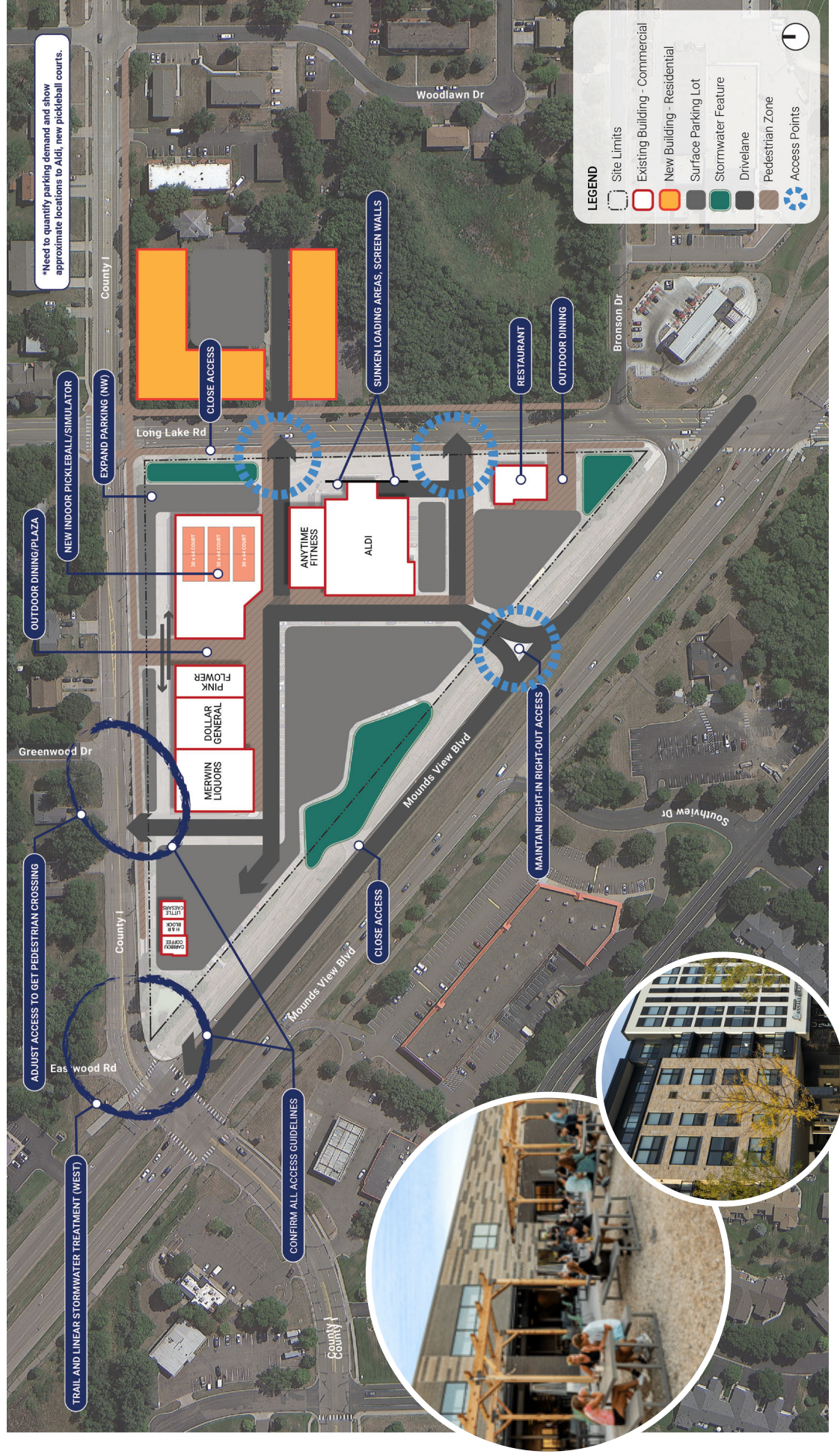


Figure 4.2 Preliminary Concept 2



## PRELIMINARY CONCEPT 3

- This concept explores removal of a portion of the existing building for a plaza space and small apartment building. It also looks at new access connections to Long Lake Road and a new daycare building for the Sunrise Christian Academy



Figure 4.3 Preliminary Concept 3



# COMMUNITY ENGAGEMENT



## PARTICIPATION TIMELINE

A public open house and online engagement questionnaire were utilized to gain public feedback on the preliminary concepts and visioning for the site. Additionally, two City Council Work Sessions and a City Council meeting provided additional dialogue with the public, staff, city officials and the consulting team. The following is a summary of the engagement sessions for the project:



### CITY COUNCIL WORK SESSION (OCTOBER 2, 2023):

- Visioning Discussion + Preliminary Concepts - Approximately 10 people in attendance



### OPEN HOUSE (OCTOBER 11, 2023)

- Preliminary Concepts + Precedent Examples - Approximately 25 people in attendance
- Presentation recorded and posted online



### ONLINE QUESTIONNAIRE (OCTOBER 10 - 23, 2023)

- Preliminary Concepts + Precedent Examples - 288 Survey Respondents
- All survey respondents visit the site at least once a week
- Promoted via Social Media



### CITY COUNCIL WORK SESSION (NOVEMBER 6, 2023):

- Draft of Preferred Concepts - Approximately 12 people in attendance

## WHAT WE HEARD

The Open House and online questionnaire were used to gain different perspective about the site and what it should be in the future. Results from the questionnaire are not intended to be used as a voting mechanism, but rather provide a general direction for a preferred concept. The follow summary represents a compilation of open house and online questionnaire responses:

## PREFERRED TYPES OF PUBLIC AMENITIES FOR THE SITE

- Bike Trail Connections
- Community Garden
- Lighting
- Neighborhood Park
- Open Space
- Ped/Bike Crossings
- Plantings
- Public Art
- Rain Garden
- Sidewalk Connections
- Sport Courts (example: Basketball or Pickle Ball Courts)
- Stormwater Ponds
- Traffic Safety Improvements
- Trash Cans
- Wayfinding Signs



All types of amenities were highly supported by the public.

PREFERRED TYPES OF NON-RESIDENTIAL USES

Land Uses	Findings
Automotive Services	Very Little Support
Fast Food or Convenience Food	Supported
Hotel	Very Little Support
Office Space	Supported
Medical Services	Highly Supported
Personal Services	Supported
Restaurants	Highly Supported
Retail	Highly Supported
Taproom/Cocktail Room	Highly Supported

OTHER IDEAS (NOTED BY MULTIPLE PEOPLE)

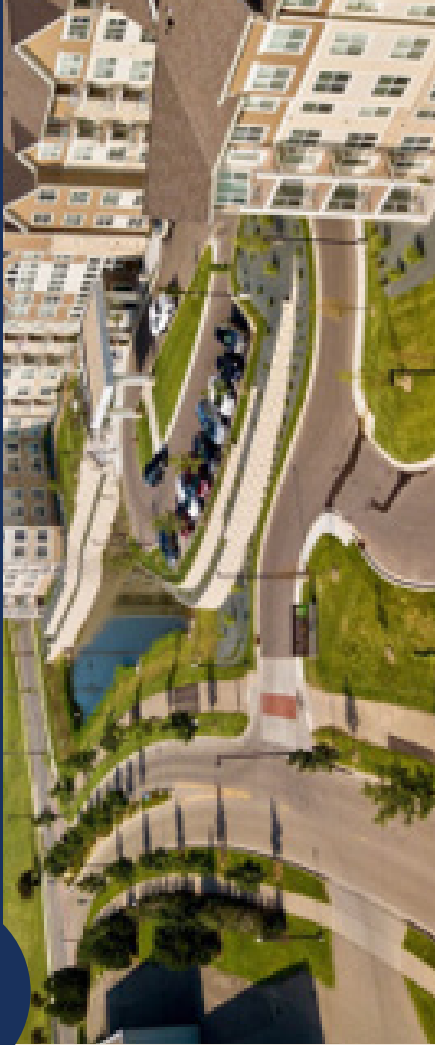
- Co-Working Space
- Maker Space
- Fast Casual Restaurants
- Hardware Store
- Big Box Stores
- Medical Marijuana Dispensary

PREFERRED TYPES OF RESIDENTIAL USES

Land Uses	Findings
Apartments	Supported (if above retail)
Assisted Living	Very Little Support
Condos	Supported
Senior Housing	Supported
Townhomes	Very Little Support
None	Highly Supported



There was stronger support for housing by those who attended the open house compared to the questionnaire findings. Additionally, residential was generally more supported on the Sunrise Methodist Church site.





Reinvestment is needed to enhance the community's image!

## WORDS USED TO DESCRIBE THE SITE

- Tired
- Underused/Underutilized
- Dumpy
- Needs Help
- Junky
- Waste of Space
- Run Down
- Outdated
- Sad
- Hub
- Leave It Alone
- Unaspiring
- Urban Decay

## WORDS USED TO DESCRIBE THE MOUNDS VIEW BOULEVARD CORRIDOR

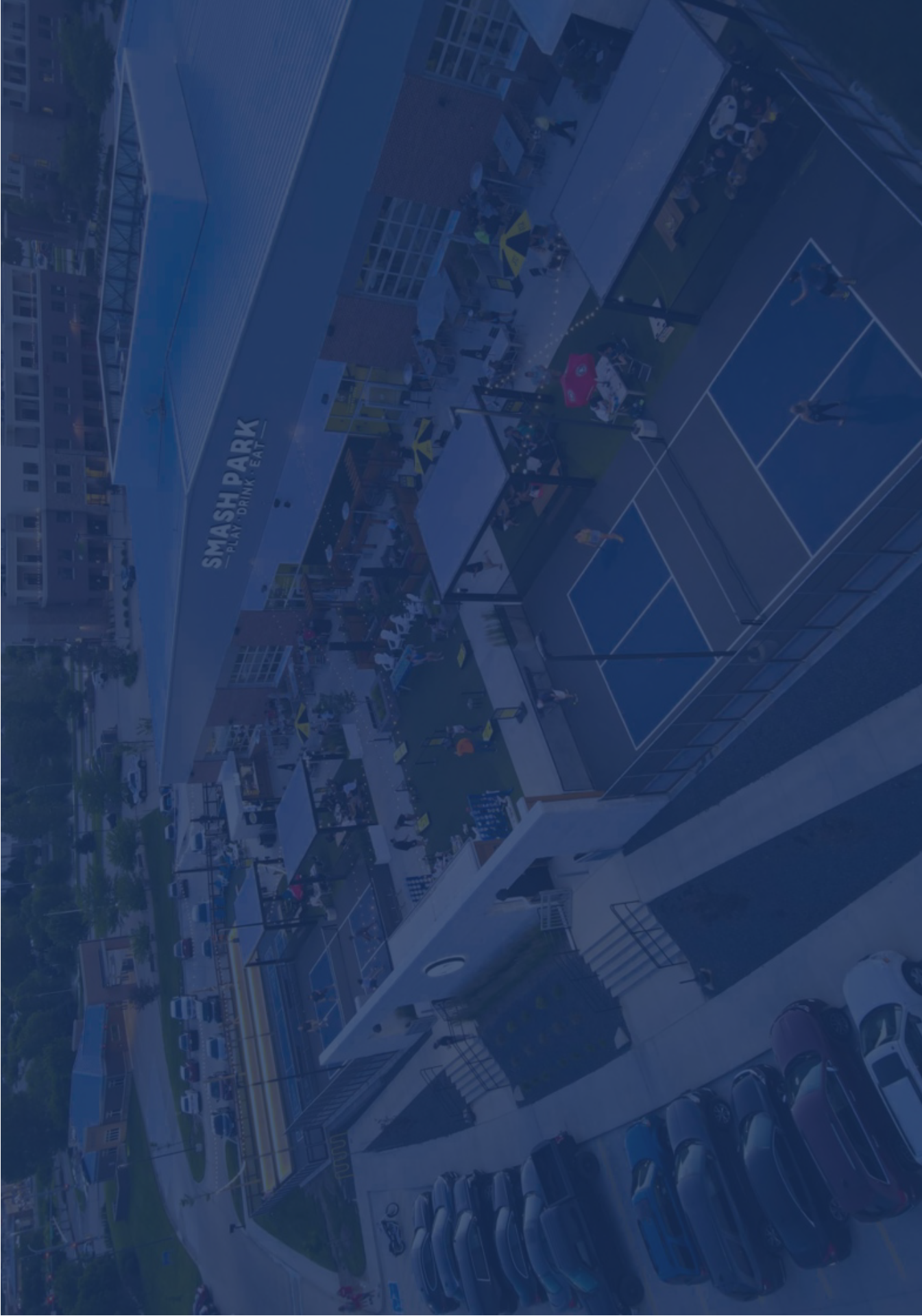
- Unsafe
- Boring
- Dirty
- Loud
- Too Busy/Too Fast
- Ugly
- Terrible
- Tired
- Disconnected
- Getting Better
- Dangerous
- Extremely Important
- Run Down



"Make the site feel like the 'Heart of the City.' It needs to be a community destination!"









# RECOMMENDATIONS

## GOALS, STRATEGIES, AND PREFERRED REDEVELOPMENT CONCEPTS

### GOALS

- Create a place that redefines the site as the heart of the city where people can shop, work, live, and socialize
- Reinvest in the public realm to create a distinct and welcoming place to attract people and businesses
- Retain existing tenants to the extent possible
- Adhere to design standards that creates a community hub and improves the site's identity
- Provide flexibility for creative and unique development types that fit the site context and broader community

### STRATEGIES

- Reinvestment (e.g., zoning, partnerships, incentives, tenant retention)
- Building Design (e.g., placement, materials, design)
- Sense of Place (e.g., pedestrian amenities, public art, landscaping)
- Transportation (e.g., safety, parking, connectivity, enhanced pedestrian crossings)
- Parking (e.g., unified approach, shared parking)
- Environmental (e.g., stormwater, sustainable development)



Alid is a strong tenant and should remain with any redevelopment.



Redevelopment should integrate outdoor plaza space for gathering or dining.



# PREFERRED CONCEPT 1



- Removal of a portion of the existing Mounds View Square shopping mall building to incorporate a new entertainment or medical building (20,000 SF +/-) as well as an outdoor dining/plaza space to reinforce pedestrian connections from County Road I into the site.
- New destination restaurant building (8,000 SF +/-) with outdoor dining south of the Aldi store.
- New daycare facility (15,000 SF +/-) east of the Aldi store, on Long Lake Road.
- New 4-story senior living building (90 Units +/-) at the corner of Long Lake Road and County Road I with parking lot access from both streets.
- Access to the site is reimaged by closing existing access points, while reinforcing the right-in rough-out access from Mounds View Boulevard and relocating access from Long Lake Road further south to align the driveway on the east, south of the new senior living building.
- Pedestrian circulation is reinforced throughout the site by enhancing sidewalk connections and street crossings to promote pedestrian connectivity and safety.
- Existing parking lot surfaces are preserved while integrating additional surfaces for all new buildings.
- Enhanced stormwater treatment amenities for existing and proposed parking lot surface areas.



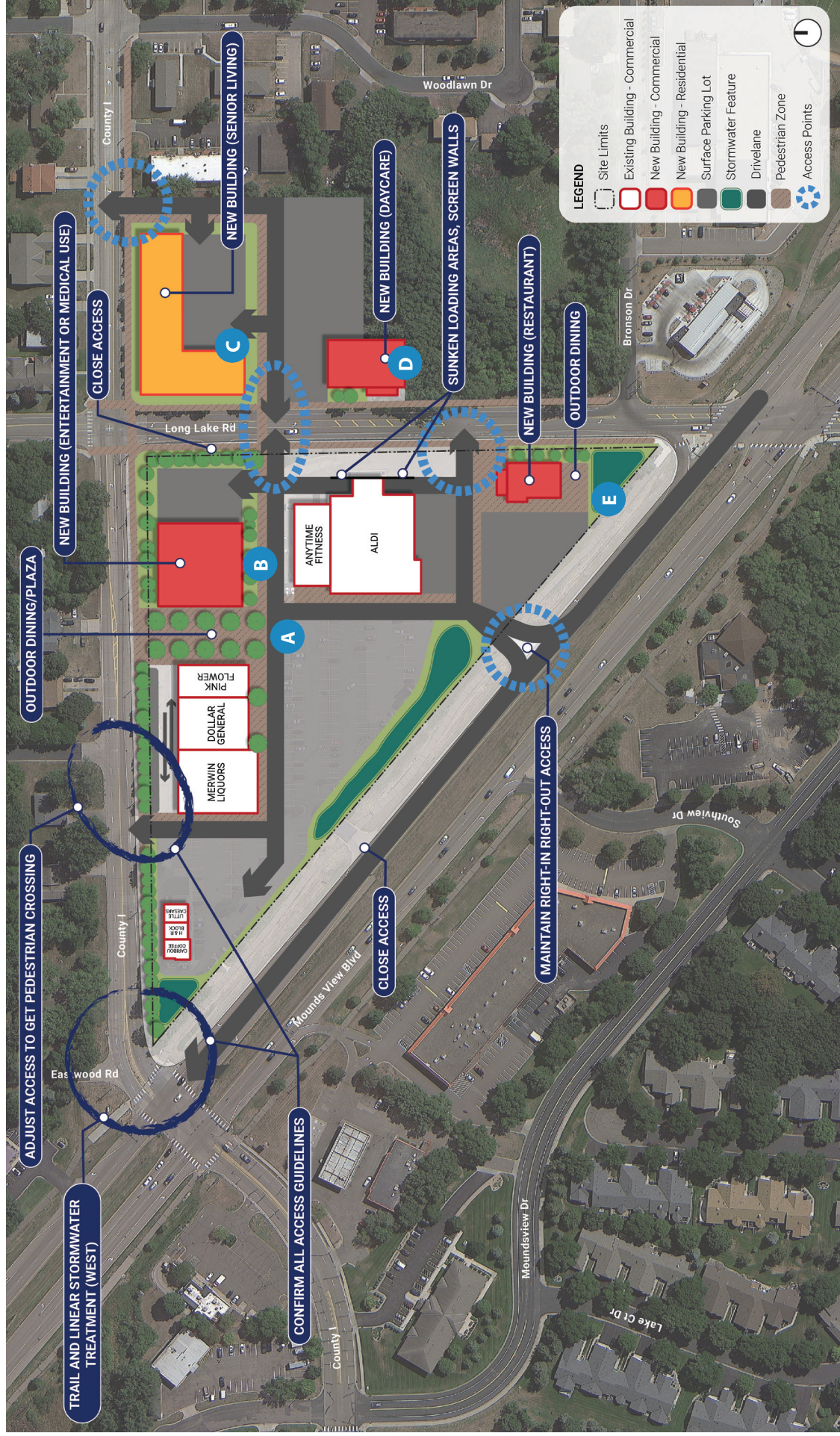


Figure 5.1 Preferred Concept 1

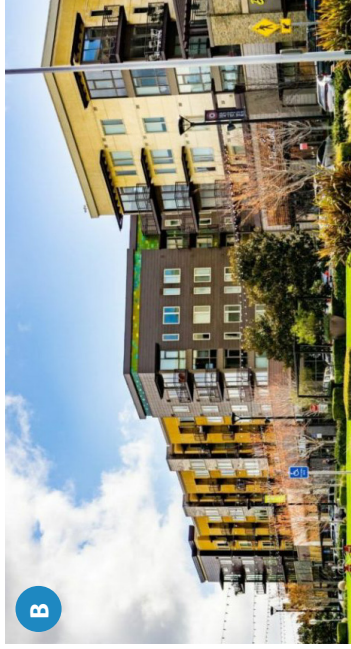


## PREFERRED CONCEPT 2

- Removal of a portion of the existing Mounds View Square shopping mall building to incorporate a 4-story vertical mixed-use building with ground level retail/medical (22,000 SF +/-) and high-density housing above (65 units +/-) as well as an outdoor dining/plaza space to reinforce pedestrian connections from County Road I into the site.
- New destination restaurant building (8,000 SF +/-) with outdoor dining south of the Aldi store.
- New 4-story vertical mixed-use building with ground level retail (18,000 SF +/-) and high-density housing above (40 units +/-) east of the Aldi store, on Long Lake Road.
- New rowhouse townhomes (16 units +/-) at the corner of Long Lake Road and County Road I with access from both streets.
- Access to the site is reimaged by closing existing access points, while reinforcing the right-in rough-out access from Mounds View Boulevard and relocating access from Long Lake Road further south to align the driveway on the east, south of the new rowhouse townhomes.
- Pedestrian circulation is reinforced throughout the site by enhancing sidewalk connections and street crossings to promote pedestrian connectivity and safety.
- Existing parking lot surfaces are preserved while integrating additional parking for all new buildings.
- Enhanced stormwater treatment amenities for existing and proposed parking lot surface areas either at grade or below grade.



Open Plaza/Outdoor Dining



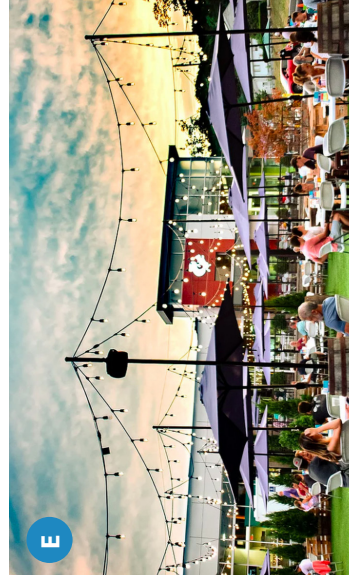
Mixed Use Building



Rowhouse Townhomes



Mixed Use Building



Restaurant Outdoor Dining



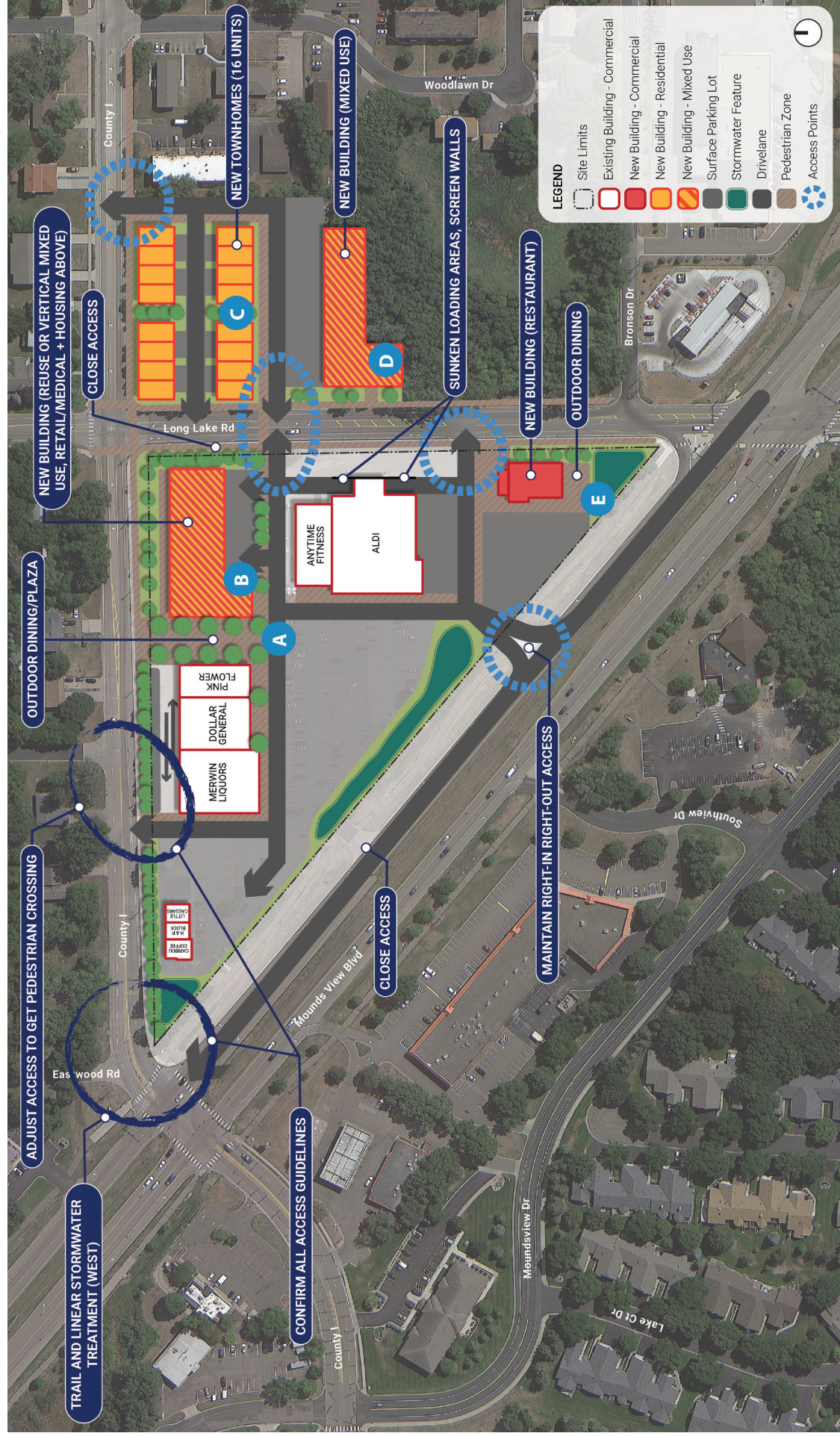
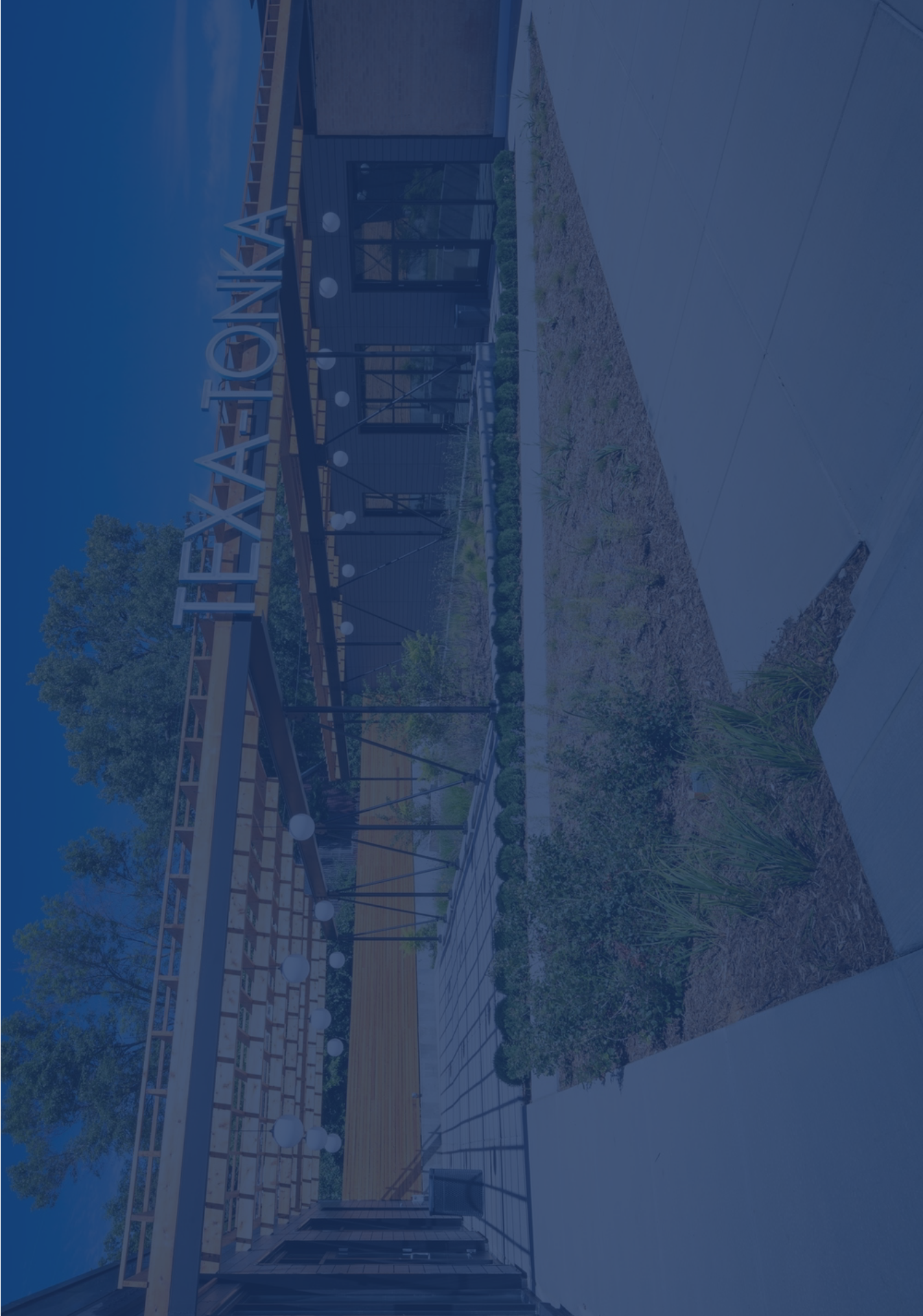


Figure 5.2 Preferred Concept 2







# IMPLEMENTATION

## KEYS TO IMPLEMENTATION

There are many factors to successfully realizing the vision set forth for the Mounds View Square Redevelopment Study. These factors apply regardless of the actual form and timing of development, as development could span a number of years. The vision may have to adjust to respond to changes in market conditions and consumer preferences, land ownership, and broader community-wide goals, yet at the same time it is important to protect the vision against short-term opportunities that compromise the long-term vision. This chapter provides an overview for key aspects to implementation, the roles of key players in the redevelopment process, and the necessary actions required to realize the full build-out of the redevelopment area.



### PATIENCE

Transformation of Mounds View Square will not be implemented overnight. The time-frame for implementation reflects its evolutionary nature, looking forward over a period of years. The desired change often requires the patience to wait for the right things to happen, rather than making changes simply to be seen as doing something.



### COMMITMENT

Commitment to the redevelopment area and patience go hand-in-hand. This study does more than simply seek to attract new development; it provides a road map to enhance the entire district. Commitment to the redevelopment area means the willingness to actively promote public and private investments that align with the objectives of the study. It also requires the willingness by decision makers to deter developments which do not meet the objectives of the redevelopment area. Not all of these decisions will be easy or will they occur exactly as analyzed in this document.





## FINANCIAL REALITY

Implementing the Mounds View Square Redevelopment Study requires careful investment of public funds, but the private side of the financial equation must not be overlooked. New development and existing businesses will pay for their portion of the improvements called for in the study. The Mounds View Square Redevelopment Study seeks to balance the investment in public initiatives with the creation of a financial environment that sustains successful businesses and strong neighborhoods.



## STRATEGIC INVESTMENTS

If financial support for the plan was unlimited, the need for strategic decisions would be less important. With limited funds, every expenditure is crucial. It is not possible to immediately undertake all of the initiatives described in the Mounds View Square Redevelopment Study. Needs and opportunities not contemplated in the study may arise in the future. Every investment must be evaluated for its impact on enhancing the overall redevelopment area.

# ROLES AND RESPONSIBILITIES

## BUSINESS AND PROPERTY OWNERS

While the City influences the physical setting, the redevelopment area will become a place for commerce and mixed uses. Property owners interested in development will determine the type of commercial and residential development that meet the land use guidance provided in the redevelopment study. Property owners will decide how to approach development of their property and carry forward their proposal to the City of Mounds View.

## CITY OF MOUNDS VIEW

The ultimate responsibility for implementing the recommendations of the redevelopment study rests with the City of Mounds View. The Planning Commission and City Council will provide direction on staff resources, review proposed development projects, and approve public investments. Responsibility for managing on-going development in the redevelopment area will primarily fall on the Community Development and Public Works departments.

## PUBLIC WORKS DEPARTMENT

The Public Works Department also plays a major role in the design of public infrastructure (roadways and utility infrastructure) improvements needed to support development and redevelopment in the redevelopment area. The Public Works Department is a key player in planning for future roadway and transportation improvements and coordination with Ramsey County.

## COMMUNITY DEVELOPMENT DEPARTMENT

The Community Development Department will share a lead role in managing implementation for the City with the Public Works Department. The actions to be taken by the Community Development Department to implement the study include:

- Application of land use controls and development guidelines to shepherd private development;
- Review of development plans and proposals;
- Coordination of planning for capital improvements needed to facilitate development; and
- Creation of financial plans for development/redevelopment of public investments and continued monitoring.

## PLANNING COMMISSION

The Planning Commission has the lead responsibility for evaluating the application of land use controls needed to implement the redevelopment study. The Planning Commission advises the City Council on issues involving the establishment of and compliance with the Comprehensive Plan and the Zoning, Subdivision, Shoreland, Tree Preservation, and Sign ordinances. The Planning Commission also reviews residential, commercial, and employment focused development proposals and makes recommendations to the City Council according to the goals and objectives of the Comprehensive Plan.

## CITY COUNCIL

The City Council sets the foundation for implementing the redevelopment study consistent with the overall mission of the City. While other bodies (Planning Commission for example) play key roles in the implementation process, important development powers reside with the City Council. These include:

- Allocating money in the annual budget to capital improvements.
- Approving the establishment of potential tax increment financing (TIF) districts.
- Levy of special assessments for public improvements.
- Issuance of general obligation bonds to finance development and improvement projects.

## COMMUNITY-AT-LARGE

The community of Mounds View must stay involved as development continues over time. The community should provide comment on whether the proposed project meets the vision set forth in the redevelopment study while respecting existing land owners' desires. Ultimately, the community must:

- Provide a singular focus for the study. The knowledge gained from the planning process will allow members of the community to efficiently and effectively comment on development proposals.
- Continue public involvement. Continue to attend public meetings, or provide comments and suggestions to proposals as they come forward.

## LAND USE CONTROLS

The initial focus of implementation will be on actions needed to establish the Mounds View Square Redevelopment Study as the official guide to development of the study area. These implementation procedural steps involve the adoption of key policy documents and updated development controls.

1

### APPROVE THE MOUNDS VIEW SQUARE REDEVELOPMENT STUDY

The first implementation step is for City Council actions to approve this study. These approvals set the stage for subsequent actions such as amending the comprehensive plan, zoning ordinances, capital improvement programs, and the allocation of financial resources.

2

### AMEND LAND USE CONTROLS

Study approval is the trigger for taking other actions needed to guide land use for the area in accordance with this plan. Land use controls not only promote the desired development outcomes, they also prevent development that is not consistent with the study.

3

### COMPREHENSIVE PLAN

The City will need to update the Comprehensive Plan with the new “Mounds View Square Redevelopment Study”, including the land use plan designations and appropriate policies consistent with the vision of the study. Amending the Comprehensive Plan creates the foundation for all other implementation actions. Consistency with the Comprehensive Plan is a statutory requirement for zoning regulations, capital improvements and redevelopment projects.

4

### ZONING REGULATIONS

More direct control of development comes from zoning regulations. Most likely, any new redevelopment projects will be approved through the Planned Unit Development process. Consistency with the approved redevelopment study will be a key component in which to analyze proposals.

## UPDATE THE COMPREHENSIVE PLAN

### PROPOSED FUTURE LAND USE DESIGNATION – MIXED USE

The purpose of a Mixed-Use category is to remove barriers for developments that have complementary uses from two or more use categories (e.g., commercial/retail, office or residential). While the sites are envisioned to be re-guided to mixed use, the preferred concepts in this study provide more detailed direction on the locations and overall mix of land uses on the site.



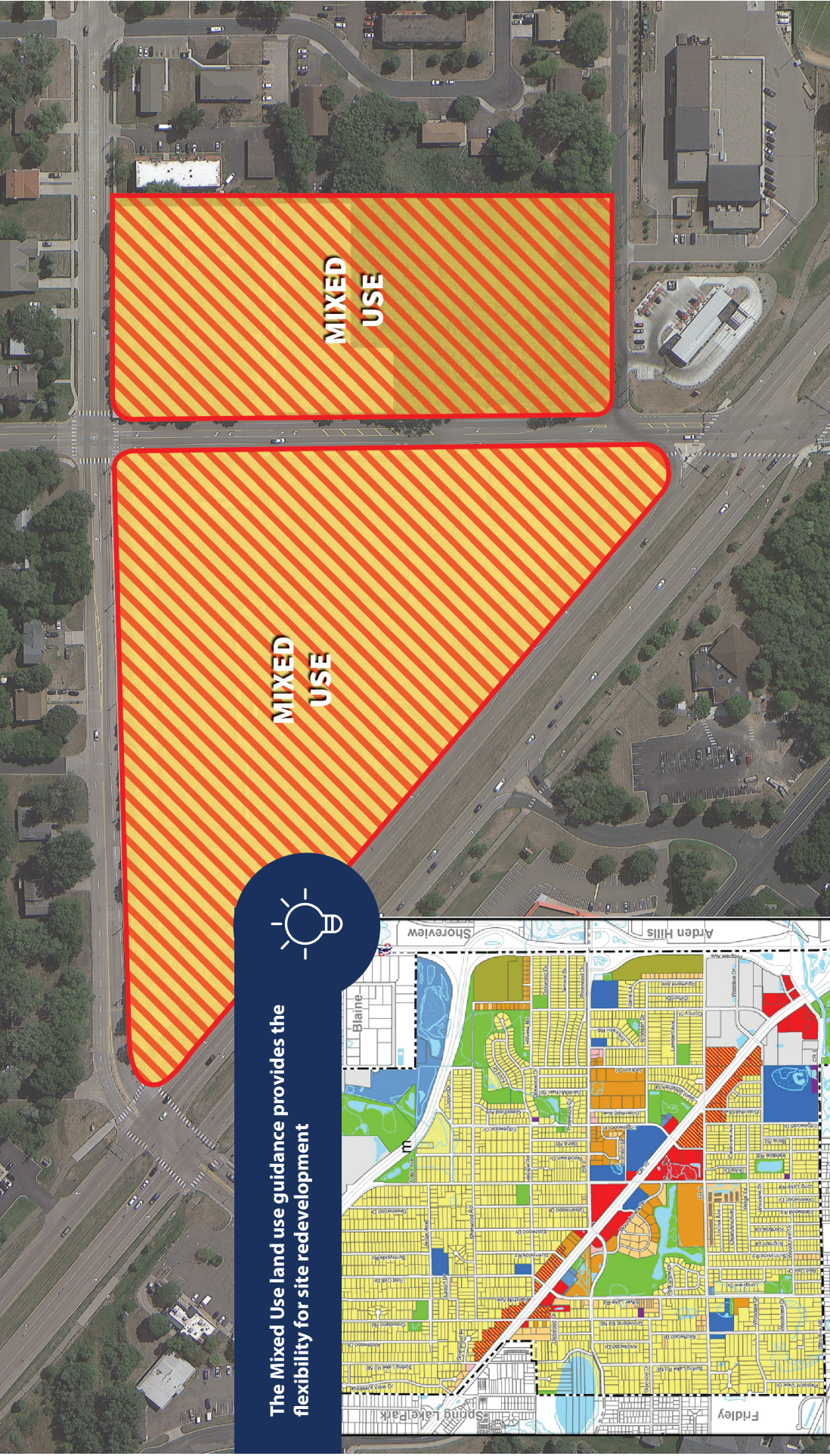


Figure 6.1 Proposed Land Use Diagram

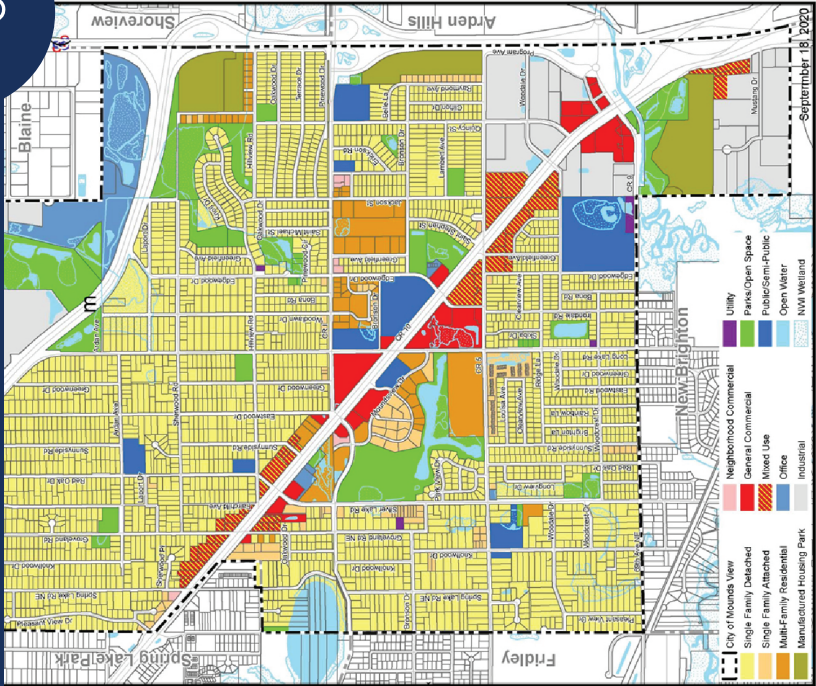


Figure 2-2: Future Land Use

City of Mounds View



**MOUNDS VIEW**  
 VISION STATEMENT: TO BE A PLACE WHERE EVERYONE CAN THRIVE  
 SEPTEMBER 18, 2020





# **MOUNDS VIEW SQUARE REDEVELOPMENT STUDY**

**CITY OF MOUNDS VIEW, MINNESOTA**

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Item No: 08B  
Meeting Date: December 11, 2023  
Type of Business: Council Business  
Administrator Review: \_\_\_\_\_

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Nyle Zikmund, City Administrator  
**Item Title/Subject:** Resolution 9837, Approving the 2024 City Council Meeting Dates

### **Introduction**

The City Council approves a Council meeting schedule annually in December.

### **Discussion**

Based on the Council's historical schedule of conducting work sessions on the first Monday of each month and regular Council meetings on the second and fourth Mondays of each month, attached is a proposed list of meeting dates for 2024 (Exhibit A). Also included are EDA meetings, which are typically held just prior to the regular Council meetings.

The following legal holidays fall on dates that would otherwise be considered meeting dates: January 1 (New Year's Day Observed) and September 2 (Labor Day) are work sessions and May 27 (Memorial Day) and November 11 (Veterans Day) are regular Council Meeting. Staff is proposing Tuesday, January 2 and Tuesday, September 3 for the work sessions and Tuesday, May 28 and Tuesday, November 12 for the regular Council meetings.

In addition, Staff is proposing that the December 23 regular meeting be cancelled due to the Christmas holiday.

The special Council meeting on January 2 (if this alternate date is approved), prior to the work session, is for selecting the acting Mayor, Treasurer and the Official Newspaper and Depositories; for appointing City Council Members and City Staff as Representatives for City Commissions and other Organizations; and for any other business the Council deems appropriate for the special meeting.

As you know, future town hall meetings are canceled indefinitely due to poor attendance. Typically, the Staff/Council conducts a budget retreat in May (third Monday May 20). We can discuss if the Council would like to schedule the budget retreat and additional Staff/Council retreats for 2024. One other is suggested for January 15, 2024 specific to Park/Recreation/Community Center master planning.

**Strategic Plan Strategy/Goal:** N/A

**Financial Impact:** None

**Recommendation:** Staff recommends approval of Resolution 9837 approving the 2024 City Council Meeting Dates as shown in Exhibit A.

Respectfully submitted,

---

Nyle Zikmund

**RESOLUTION NO. 9837**

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

**APPROVING THE 2024 CITY COUNCIL MEETING DATES**

**WHEREAS**, the City's Charter states that the City Council shall meet regularly at least twice monthly as they may designate by ordinance; and

**WHEREAS**, the Mounds View City Code states that regular meetings of the City Council shall be held on the second and fourth Mondays of every month; and

**WHEREAS**, EDA meetings are traditionally held on the same days as the City Council just prior to the regular Council meetings on the second and fourth Mondays of the month; and

**WHEREAS**, the City Council has traditionally scheduled work sessions on the first Monday of the month; and

**WHEREAS**, in accordance with City Code, these meeting dates are scheduled as shown in Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED** that the Mounds View City Council does hereby establish the official City of Mounds View City Council meeting calendar for 2024 as shown in Exhibit A.

Adopted this 11<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)



# EXHIBIT A

# 2024

(Meetings held on Monday unless otherwise noted)

WORK SESSIONS	COUNCIL MEETINGS	EDA MEETINGS
January 2 (Tuesday)	January 2 (Special, Tuesday)	
	January 8	January 8
	January 22	January 22
February 5	February 12	February 12
	February 26	February 26
March 4	March 11	March 11
	March 25	March 25
April 1	April 8	April 8
	April 22	April 22
May 6	May 13	May 13
	May 28 (Tuesday)	May 28 (Tuesday)
June 3	June 10	June 10
	June 24	June 24
July 1	July 8	July 8
	July 22	July 22
August 5	August 12	August 12
	August 26	August 26
September 3 (Tuesday)	September 9	September 9
	September 23	September 23
October 7	October 14	October 14
	October 28	October 28
November 4	November 12 (Tuesday)	November 12 (Tuesday)
	November 25	November 25
December 2	December 9	December 9
	December 23 (Canceled)	December 23 (Canceled)

## Decision Items:

**City Council/Staff Park/Rec/Community Center Retreat – Monday January 15, 204**

**City Council/Staff Budget Retreat – Monday, May 20, 2024**

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## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Nyle Zikmund, City Administrator  
**Item Title/Subject:** Resolution 9838 Resolution Approving Mounds View Business License Renewals (Excluding Liquor)

### **Introduction**

In accordance with the Mounds View City Code, certain businesses require annual licensing and City Council approval. The City of Mounds View issued licenses for the businesses in Exhibit A effective January 1, 2023. All are a one-year licenses, and are set to expire December 31, 2023. Their renewals are before the City Council for consideration.

### **Discussion**

All applicants have submitted their city business license application materials and the applicable fees, with the exception of Northern Tier Retail (Speedway). There seems to have been some disconnect and communication issues between corporate, upper management and the on-site Manager. Finally as of December 6 (due date was November 13), we did receive word from Northern Tier Retail's accountant. We have emailed all applications and documentation needed and were assure that a check would be mailed today to cover all license fees. A 20 percent late fee was added to all three licenses (Gasoline, Tobacco and 3.2% Liquor).

As the City recently discussed allowing three dogs without a kennel license, the two residential kennel licenses shown in Exhibit A currently have four dogs. Five dogs or more is considered a commercial kennel license.

The City conducted the following investigations and inspections to determine whether there is cause for the City to consider denial of any of the other businesses shown in Exhibit A:

### ***Utility Billing Inquiry (City of Mounds View, excluding Garbage/Recycling Haulers)***

(as of December 4, 2023).

The following businesses are delinquent:

Filipino Village/Kusina	2408 County Road I	\$453.35
Moe's American Grill	2400 Mounds View Blvd.	\$2,074.76
R.J. Riches	2145 County Road H	\$1,370.97

These fees will be assessed to the property taxes on or around December 13, 2023.

### ***Ramsey County Property Taxation (Excluding Garbage Haulers)***

The following businesses are delinquent for the first half of their property taxes (due 05/15/2023):

Popeye's Louisiana Chicken	2213 Mounds View Blvd.	\$12,750.34
----------------------------	------------------------	-------------

(Tax Payer: Moundsvue Dev LLC.)

Please advise Staff if you would like to discuss further the non-payment of property taxes for this business.

***Ramsey County Health Department (Restaurant; Food Licensing Service)***

Many applicants have not received their Ramsey County food license renewals. Staff will keep apprised on this matter to make sure each business has submitted the appropriate proof of county licensing.

***Fire Inspection (City of Mounds View Fire Inspector, excluding Garbage/Recycling Haulers)***

Each business property was inspected this year for Fire Code compliance. Isaiah Schoeman, the Mounds View Fire Inspector, indicated, as of this date, there are no outstanding fire orders for any of these businesses.

***Tobacco Compliance Check***

Tobacco compliance checks were recently conducted by the Mounds View Police Department for all businesses with a cigarette/tobacco license. There was one violation: Savilo Liquors (separate agenda item as there is a new owner).

**Strategic Plan Strategy/Goal**

Our licensing ordinance and its requirements along with the renewal applications listed relate to our Vision Statement; "...welcoming a desirable destination to all ages and cultures...and a place where residents can live, work and play safely" and by approving the license renewals the City will "...maintain a positive business climate where businesses want to locate and remain in Mounds View".

**Financial Impact**

None

**Recommendation**

Staff is recommending that the Council approve Resolution 9838, business license renewals as shown in Exhibit A, contingent upon actions required, if any, regarding delinquent utility bills and non-payment of property taxes. Northern Tier Retail (Speedway) was left on the list (tobacco and gasoline sales) with approval contingent upon all applicable materials being received. If you would like them removed until all materials and payment have been received, please advise Staff.

Respectfully Submitted,

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Nyle Zikmund



**RESOLUTION 9838**

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

**RESOLUTION APPROVING BUSINESS LICENSE RENEWALS  
FOR THE CITY OF MOUNDS VIEW FROM JANUARY 1 TO DECEMBER 31, 2024**

**WHEREAS**, City of Mounds View Business Licenses shown in Exhibit A expire December 31, 2023; and

**WHEREAS**, these business licenses are approved by the City Council annually; and

**WHEREAS**, the City has received satisfactory reports from the appropriate City and Ramsey County Departments, and the Mounds View Fire Inspector for the businesses shown in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Mounds View City Council does hereby approve the business license renewals shown in Exhibit A contingent upon any outstanding issues being remedied and additional conditions added by the City Council are adhered to;

**BE IT FURTHER RESOLVED** that these licenses will be effective from January 1 to December 31, 2024.

Adopted this 11<sup>th</sup> day of December, 2023.

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Zach Lindstrom, Mayor

ATTEST:

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Nyle Zikmund, City Administrator

(SEAL)

## **EXHIBIT A**

<b>LICENSE TYPE</b>	<b>BUSINESS NAME</b>	<b>BUSINESS ADDRESS</b>
AUTO DEALERSHIP	RYDELL AUTO OUTLET & GARAGE, LLC	2375 MOUNDS VIEW BLVD.
BOWLING	TRIPLE SHIFT ENTERTAINMENT (MERMAID)	2200 MOUNDS VIEW BLVD.
CIGARETTE/TOBACCO	NORTHER TIER RETAIL, INC. (SPEEDWAY)	2640 COUNTY ROAD I
CIGARETTE/TOBACCO	HANI'S CORPORATION (TOBACCO VIEW)	2539 MOUNDS VIEW BLVD.
CIGARETTE/TOBACCO	WALGREEN COMPANY	2387 MOUNDS VIEW BLVD.
CIGARETTE/TOBACCO	MOUNDS VIEW BP (LUCKY'S)	2155 COUNTY ROAD H
CIGARETTE/TOBACCO	THE STATION OF MV, INC.	2280 COUNTY ROAD I
CIGARETTE/TOBACCO	MERWIN LIQUORS MOUNDS VIEW	2577 MOUNDS VIEW BLVD.
CIGARETTE/TOBACCO	FIVE D LIMITED (HOLIDAY STATIONSTORES)	2732 MOUNDS VIEW BLVD.
GARBAGE/RECYCLING HAULER	ACE SOLID WASTE	CITY-WIDE
GARBAGE/RECYCLING HAULER	ASPEN WASTE SYSTEMS	CITY-WIDE
GARBAGE/RECYCLING HAULER	ANDERSON'S DUMPSTER BOX SERVICE, INC.	CITY-WIDE
GARBAGE/RECYCLING HAULER	CURBSIDE WASTE, INC.	CITY-WIDE
GARBAGE/RECYCLING HAULER	NITTI SANITATION, INC.	CITY-WIDE
GARBAGE/RECYCLING HAULER	REPUBLIC SERVICES	CITY-WIDE
GARBAGE/RECYCLING HAULER	VEIT CORPORATION	CITY-WIDE
GARBAGE/RECYCLING HAULER	WALTER'S RECYCLING & REFUSE	CITY-WIDE
GARBAGE/RECYCLING HAULER	WASTE MANAGEMENT OF MN	CITY-WIDE
GASOLINE STATION	NORTHER TIER RETAIL, INC. (SPEEDWAY)	2640 COUNTY ROAD I
GASOLINE STATION	MOUNDS VIEW BP (LUCKY'S)	2155 COUNTY ROAD H
GASOLINE STATION	THE STATION OF MV, INC.	2280 COUNTY ROAD I
GASOLINE STATION	FIVE D LIMITED (HOLIDAY STATIONSTORES)	2732 MOUNDS VIEW BLVD.
KENNEL, RESIDENTIAL	SCHAAF, MARGARITA	2280 PINWOOD DRIVE
KENNEL, RESIDENTIAL	HANSEN, COURTNEY	2364 LAPORT DRIVE
RESTAURANT - CLASS A	TRIPLE SHIFT ENTERTAINMENT (MERMAID)	2200 MOUNDS VIEW BLVD.
RESTAURANT - CLASS A	MOE'S AMERICAN GRILL	2400 MOUNDS VIEW BLVD.
RESTAURANT - CLASS A	R.J. RICHES RESTAURANT	2145 COUNTY ROAD H
RESTAURANT - CLASS A	DOS HERMANOS II, LLC	2535 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	AMERICAN MULTI-CINEMA, INC.	2430 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	KUSINA LLC	2408 COUNTY ROAD I
RESTAURANT - CLASS B	CARIBOU COFFEE OPERATING COMPANY	2404 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	CARIBOU COFFEE OPERATING COMPANY	2404 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	HAT TRICK PIZZA, INC. (DOMINO'S PIZZA)	2548 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	TONY'S SANDWICH KING	2546 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	PIZZA PARTNERS LLC	2581 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	BORDER FOODS/TACO BELL OF MOUNDS VIEW	2219 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	KCB CORPORATION (MCDONALD'S)	2201 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	MOUNDS VIEW CHICKEN LLC (POPEYE'S)	2213 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	MOUNDS VIEW BAUGUS GROUP (SUBWAY)	2436 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	PINK FLOWER VIETNAMESE RESTAURANT	2563 MOUNDS VIEW BLVD.
RESTAURANT - CLASS B	TRI CITY FOODS (BURGER KING)	2651 COUNTY ROAD I

## *City of Mounds View Staff Report*

---

**To:** Honorable Mayor and City Council  
**From:** Nyle Zikmund, City Administrator  
**Item Title/Subject:** Resolution 9839, Resolution Approving Mounds View Liquor License Renewals

### **Introduction**

The City of Mounds View issued liquor licenses for the subject businesses effective January 1, 2023 and their renewals are before the City Council for consideration, as they will expire December 31, 2024.

- On-Sale Intoxicating Liquor/Sunday Sales/Outdoor Consumption License Renewal for The Mermaid, located at 2200 Mounds View Boulevard
- On-Sale Intoxicating Liquor/Sunday Sales/Outdoor Consumption License Renewal for Moe's American Grill, 2400 Mounds View Boulevard
- On-Sale Intoxicating Liquor/Sunday Sales License Renewal for AMC Mounds View 15 Theater located at 2430 Mounds View Boulevard
- Off-Sale Intoxicating Liquor License for Merwin Liquor, 2577 Mounds View Boulevard
- Off-Sale 3.2% Malt Liquor Off-Sale License for Speedway #4264, 2640 County Road

*\*Off-Sale Intoxicating Liquor License for Savilo Liquor, 2345 County Road H2, is a separate agenda item as there is a new owner.*

### **Discussion**

All applicants have submitted their city liquor license application materials and the applicable fees with the exception of Northern Tier Retail (Speedway). There seems to have been some disconnect and communication issues between corporate, upper management and the on-site Manager. Finally as of December 6 (due date was November 13), we did receive word from Northern Tier Retail's accountant. We have emailed all applications and documents needed and they assured me they would have a check in the mail today to cover all license fees. A 20 percent late fee was added to all three licenses (Gasoline, Tobacco and 3.2% Liquor).

The following investigations and inspections were conducted to determine whether there is cause for the City to consider denial of any of the above referenced liquor license applications:

### ***Police Inquiry and Investigations (Mounds View Police Department)***

From January 1 to December 5, 2023. The Mounds View Police Department responded to the following numbers of calls:

	2022	2023
Mermaid	104	60
Moe's	12	16
AMC Theater	23	25
Dos Hermanos	N/A	10
Merwin Liquors	12	24
Savilo Liquors	5	1
Speedway	59	24

**Utility Billing (City of Mounds View)** – Moe’s American Grill is delinquent on their property taxes in the amount of \$2,074.76.

**Liquor Tax Delinquency (MN Department of Revenue)** – All properties are current to date.

**Property Taxes (Ramsey County Taxation)** - All properties are current to date.

**Fire Inspections (City of Mounds View Fire Inspector)**  
All properties were inspected for fire code violations and passed.

**Strategic Plan Strategy/Goal:** Our licensing ordinance and its requirements along with the renewal applications listed relate to our Vision Statement; “...welcoming a desirable destination to all ages and cultures...and a place where residents can live, work and play safely” and by approving the license renewals the City will “....maintain a positive business climate where businesses want to locate and remain in Mounds View”.

**Financial Impact:** None.

**Recommendation:** Staff is recommending that the Council approve liquor licenses for the businesses listed in Resolution 9839, Exhibit A, for the period of January 1, 2024 to December 31, 2024. Approval would be contingent upon any further conditions imposed by Council for Moe’s delinquent utility bill and Speedway’s liquor license application not yet being received.

Respectfully submitted,

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Nyle Zikmund



**RESOLUTION NO. 9839**

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

**RESOLUTION APPROVING THE RENEWAL OF MOUNDS VIEW LIQUOR  
LICENSES FROM JANUARY 1 TO DECEMBER 31, 2024**

**WHEREAS**, all City of Mounds View's liquor licenses expire December 31, 2023;  
and

**WHEREAS**, all City of Mounds View liquor licenses must be approved by the City  
Council; and

**WHEREAS**, Staff has received all pertinent application materials and fees from  
those businesses shown in Exhibit A, with the exception of Northern Tier Retail  
(Speedway), 2640 County Road I; and

**WHEREAS**, all submitted applications shown in Exhibit A appear to meet the  
provisions of the Mounds View City Code, Title XI Business Regulations, Chapter 110  
Alcoholic Beverages.

**NOW, THEREFORE, BE IT RESOLVED** that the Mounds View City Council does  
hereby approve Liquor License renewals for all businesses shown in Exhibit A along with  
any conditions imposed on Northern Tier Retail (Speedway), 2640 County Road I;

**BE IT FURTHER RESOLVED** that the licenses will be valid from January 1 to  
December 31, 2024.

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)

## EXHIBIT A – RESOLUTION NO. 9839

### 2024 MOUNDS VIEW LIQUOR LICENSE RENEWALS

Business Name	Type of Liquor License	Mounds View Address
AMC Mounds View 15	Intoxicating On-Sale/Sunday Sales	2430 Mounds View Blvd.
Merwin Liquors	Intoxicating Off-Sale	2577 Mounds View Blvd.
Moe's American Grill	Intoxicating On-Sale/ Sunday Sales/Outdoor Consumption	2400 Mounds View Blvd.
Speedway #4264	3.2% Malt Off-Sale	2640 County Road I
The Mermaid	Intoxicating On-Sale/ Sunday Sales/Outdoor Consumption	2200 Mounds View Blvd.



## *City of Mounds View Staff Report*

---

Item No: 08E/E1  
Meeting Date: December 11, 2023  
Type of Business: CB  
Administrator Review: \_\_\_\_\_

**To:** Honorable Mayor and City Council  
**From:** Nyle Zikmund, City Administrator  
**Item Title/Subject:** **Public Hearing:** Resolution 9840, Approving an Off-Sale Intoxicating Liquor License for Juan M. Garibay-Rodrigues, Savilo Liquor Store  
2345 County Road H2

E1) Resolution 9841, Approving a Cigarette/Tobacco License for  
Juan M. Garibay-Rodrigues, Savilo Liquor Store, 2345 County Road  
H2

### **Introduction:**

In accordance with Chapter 110 of the Mounds View City Code, a public hearing is required for liquor licenses, new or transfers. Savilo Liquor Store has been sold and the new owner has applied for an off-sale intoxicating liquor license. In addition, he is also requesting a cigarette/tobacco license which also requires City Council approval.

### **Discussion:**

Juan M. Garibay-Rodrigues has purchased the property and business Savilo Liquor Store located at 2345 County Road H2. The property will be remain operating as "Savilo Liquor Store".

The applicant has submitted all applicable license materials and fees for both the liquor license and cigarette/tobacco license.

Staff has conducted the following investigations and inspections:

**Mounds View Police Department:** The Mounds View Police Department has issued a satisfactory background report for the applicant, Juan M. Garibay-Rodrigues.

**City Billing (Mounds View Finance Department/Ramsey County Property Taxes):** The property is up to date on payment of all water/sewer bills. There are no other outstanding fees owed to the City. In addition, there are no outstanding property taxes for this property.

**Fire Inspection:** The last fire inspection conducted on the property was May 4, 2023, which was an annual inspection. The property passed inspection.

Tobacco compliance checks were recently conducted by the Mounds View Police Department for all businesses with a cigarette/tobacco license. Savilo Liquors was in violation of this most recent compliance check.

Both licenses will expire December 31, 2024.

**Item 08E/E1 Staff Report**

December 11, 2023

Page 2

The applicant will be present at the meeting to answer any questions the Council may have.

**Strategic Plan Strategy/Goal:**

Create and maintain a positive business climate where businesses want to locate and remain in Mounds View

**Financial Impact:** None

**Recommendation:**

Staff recommends opening the public hearing for comment. Staff also recommends approving Resolution 9840, approving an off-sale intoxicating liquor license, and Resolution 9841, approving a cigarette/tobacco license, for Juan M. Garibay-Rodrigues, Savilo Liquor Store, 2345 County Road H2.

Respectfully Submitted,

---

Nyle Zikmund

**RESOLUTION 9840**

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

**APPROVING AN OFF-SALE INTOXICATING LIQUOR LICENSE FOR  
JUAN M. GARIBAY-RODRIGUES, SAVILO LIQUOR STORE,  
FOR THE PROPERTY LOCATED AT 2345 COUNTY ROAD H2**

**WHEREAS**, Juan M. Garibay-Rodrigues, has made application to the City of Mounds View for an off-sale intoxicating liquor for 2345 County Road H2, dba Savilo Liquor Store; and

**WHEREAS**, all new liquor license applications must be approved by the City Council; and

**WHEREAS**, all necessary application materials and fees have been submitted to the City; and

**WHEREAS**, property taxes and water/sewer charges are current; and

**WHEREAS**, the licensee shall abide by the provisions set forth in Chapter 110 of the Mounds View Code entitled, Alcoholic Beverages; and

**WHEREAS**, violation of any provision or condition of Chapter 110 or any state law regulating off-sale intoxicating liquor may be cause for suspension or revocation per Chapter 110.055 of the Mounds View City Code entitled, "Suspension or Revocation of License";

**NOW, THEREFORE, BE IT RESOLVED** that the Mounds View City Council does hereby approve an off-sale intoxicating liquor license for Juan M. Garibay-Rodrigues, for the property located at 2345 County Road H2, dba Savilo Liquor Store;

**BE IT FURTHER RESOLVED** that the license period shall run from January 1 to December 31, 2024.

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)



**RESOLUTION NO. 9841**

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

**APPROVING A CIGARETTE/TOBACCO LICENSE FOR  
JUAN M. GARIBAY-RODRIGUES, SAVILO LIQUOR STORE,  
FOR THE PROPERTY LOCATED AT 2345 COUNTY ROAD H2**

**WHEREAS**, Juan M. Garibay-Rodrigues has made application to the City of Mounds View for a cigarette/tobacco license for Savilo Liquor Store, 2345 County Road H2; and

**WHEREAS**, all City of Mounds View cigarette/tobacco licenses must be approved by the City Council; and

**WHEREAS**, all necessary application materials and fees have been submitted to the City; and

**WHEREAS**, property taxes and water/sewer charges are current.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mounds View hereby approves cigarette/tobacco license for Juan M. Garibay-Rodrigues for Savilo Liquor Store, 2345 County Road H2, with the following conditions as set for in Chapter 118, "Cigarette and Tobacco Products":

1. The licensee must post signs in visible locations that prohibit loitering inside or near the front entrance of the retail establishment.
2. The licensee must fully light the interior of the retail establishment during business hours such that every part, corner, aisle, room and section of the retail establishment is wholly illuminated.
3. The sales counter, store entrance and interior of the retail establishment shall be visually recorded with a videotape or similar device at a quality level that allows the visual identification of patrons and employees. The recordings shall be maintained and made available to the police for 30 calendar days before being reused.
4. The licensee must post a sign at the front entrance that prohibits selling licensed products to persons under the age of 21.
5. The licensee must fully cooperate with representatives from the city when present at the retail establishment for city business purposes.

6. The licensee must maintain clean and clear front and rear entrances of the retail establishment.
7. The licensee may not supply lighters/matches to non-purchasing customers.
8. Each day of business, the licensee must inspect the entrances of the retail establishment for litter and properly dispose of the litter.
9. The licensee must promptly remove any graffiti on the exterior of the retail establishment.

**BE IT FURTHER RESOLVED** that the license period shall run from January 1 to December 31, 2024.

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)

# MOUNDS VIEW

2401 Mounds View Boulevard \* Mounds View MN 55112-1499  
(763) 717-4000 \* Fax (763) 717-4019  
info@moundsviewmn.org \* www.moundsview.mn.org

Email

Business License Application Date: 11-1-2023

Business License COUNCIL Approval Date: \_\_\_\_\_

- ☒ NEW APPLICATION  
☐ RENEWAL APPLICATION  
☐ TRANSFER

## LIQUOR LICENSE APPLICATION

Business Name: SAVILO II LICOR STORE  
License Address: 2345 County Road H2  
City: Mounds View State: MN Zip: 55112  
Phone Number: 763-783-7155  
Fax Number: 651-771-2976  
Email: GaribayRealEstate@gmail.com

DBA (Doing Business As):

SAVILLO II LICOR STORE

☐ Individual  
☐ Partnership

☒ Corporation  
☐ LLC

Owners/Corporate Officers/Partners/Directors (name and title):  
1. JOAN M. GARIBAY RODRIGUEZ PRESIDENT / OWNER  
2. 100%  
3.  
4.

ppli

Applicant/Licensee Full Name: JOAN GARIBAY Country/City/Province/State of Birth: USA

Applicant/Licensee Address: 1056 Edgewater Ave

City: Shoreview State: MN Zip: 55126

Phone: 651-276-8070  
Fax:

Email: GARIBAYREALSTATE@GMAIL.COM

Are you a MN resident? ☐ No ☒ Yes If not, where do you reside: From: to:

Have you ever been convicted of violating federal, state or local liquor laws or regulations? ☒ No ☐ Yes  
If yes, please explain on separate piece of paper.

Property Owner Information (if different than applicant):

Property Owner Pending Deed Joan M. Garibay-Rodriguez & WIFE

Address 2345 COUNTY ROAD H2

City: MOUNDSVIEW State: MN Zip: 55040

Phone: 651-276-8070  
Fax:

Email: GARIBAYREALSTATE@GMAIL.COM

☐ On Sale (sq. ft. of bar area /restaurant area)

- ☒ Off Sale  
☐ On Sale Wine  
☐ Sunday Sales  
☐ Bottle Club  
☐ Temp. Intoxicating Special Event  
☐ Temp. Intoxicating Liquor Banquet

- ☐ On Sale  
☐ Off Sale  
☐ Temp. 3.2 Beer Special Event  
☐ Temp. On Sale 3.2 Beer/  
Malt Liquor  
☐ Festival in the Park (Temp.)

- ☐ On Sale (taproom)  
☐ Off Sale  
☐ Sunday Growler Sales

- ☐ On Sale  
☐ Off Sale

List four business references that are familiar with you and your business (not required for renewals):

Business Name	Address/City/State/Zip	Phone	Contact Name
1. AIDES INCORPORATION			
2. ACCURATE TAX & ACCOUNTING	750 7th street #400 St. Paul	612-366-3758	Margarita
3. GARIBAY PROPERTIES LLC	750 7th street #300 St. Paul	651-772-2217	BREB
4.		651-785-6306	Jenny

Please list the following information for other liquor licenses you hold or have held (not required for renewals):

	Date(s) of License:
1. NONE	
2.	



**What is the maximum occupancy for the premises?**

- ☒ You have or will apply for a Tobacco license for the premises to be licensed  
☐ You have or will apply for an Amusement Device license for the premises to be licensed  
☐ You have or will apply for a Restaurant license for the premises to be licensed  
☒ Proof of insurance is attached  
☒ This is a new or transfer license and the required floor plan is attached

**Have you ever had a license revoked?** ☒ No ☐ Yes **If yes, please attach explanation.**

I and my associates in this application will strictly comply with all the laws of the State of Minnesota governing taxation and the sale of alcohol; rules and regulations promulgated by the Alcohol and Gambling Enforcement Division the Department of Public Safety; and all ordinances of the municipality; and I hereby certify that I have read this application in its entirety and that the answers provided are true.

**X Signature of Applicant:**

**Date:** 11/01/2023

**TENNESSEN WARNING**

The data on this form will be used to approve your license. Some requested data is private. Private data is available to you and the City or State staff who need this information to perform their duties, but is not available to the public.

You are being asked to answer questions and provide information pursuant to the application process that is required by Minnesota State Statute and the City of Mounds View. The information you provide is government data in accordance with Chapter 13 of State law known as the "Minnesota Government Data Practices Act". You are not required by law or ordinance to answer questions or provide the information requested. A refusal to answer questions or provide information being requested will prevent the City of Mounds View from processing the application for which you are applying.

The information you provide may be classified as "public", "private" or "confidential" pursuant to the "Government Data Practices Act". Access to this information can be obtained by persons who are deemed eligible pursuant to the "act". This access can include the subject(s) of the license application, anyone they give their informed consent to consistent with Minnesota State law, or by court order.

I understand that a criminal conviction will not bar me from obtaining a license unless the conviction is directly related to the occupation for which the license is sought and there is no showing of sufficient rehabilitation and present fitness to perform the duties of the occupation (*Minnesota Statute 365.03*). I understand that falsification of the application, including failure to reveal a criminal conviction, constitutes grounds for denial of the license.

The information I have provided on this application is truthful. I authorize the City of Mounds View to investigate the information and contact persons/organizations named on this application. My signature constitutes agreement of the Tennesen Warning and application.

**X**

*Applicant's signature*

**Other forms to include:**

- Tax Clearance
- Worker's Comp Law
- Criminal Background Release Form
- State Buyer's Card (Liquor Stores and Bars Off-sale Liquor Only – New Only, State Sends Renewals Directly)
- Applicable State (A&GE) Liquor License Application

**Police Chief:**

- ☐ Approved  
☐ Denied

**Other (New or Renewal)**

- ☐ Back Ground Check  
☐ Public Hearing Conducted (including mailing & publication)  
☐ Fire Inspection Completed



# CITY OF MOUNDS VIEW - TAX CLEARANCE

Pursuant to Minnesota Statute 270.72 Tax Clearance: Issuance of Licenses, the licensing authoring is required to provide to the Minnesota Commissioners of Revenue your Minnesota Business Tax Identification Number and the social security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
2. Upon receiving this information, the licensing authority will supply the information only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement, the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to supply this information may jeopardize or delay the processing of your licensing application.

Please supply the following information and return along with your application to the agency issuing the license. DO NOT RETURN TO THE DEPARTMENT OF REVENUE.

License Applied for/Renewed:	
Licensing Authority:	CITY OF MOUNDS VIEW
License Renewal Date:	12/31/2023
Personal Information	
Applicant Name:	JUAN MANUEL LARIBAY-RODRIGUEZ
Applicant Address:	1056 EDGEMONT AVE
Applicant SS #:	727-948-5887
Business Information	
Business Name:	SAVILLO II LIQOR STORE
Business Address:	2345 COUNTRY ROAD 42
MN Tax ID #:	
Federal Tax ID #:	
If Minnesota Tax ID is not required, please explain:	

## CERTIFICATION OF COMPLIANCE WITH THE - MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the Workers' Compensation Insurance Coverage Requirement of Chapter 176. The information required includes: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agent and retained in their files.

This information is required by law and a license or permit to operate a business may not be issued or renewed if information is not provided and/or is falsely reported. Further, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company (Not Agent):	TRAVELERS INSURANCE
Policy Number:	000349835A
Dates of Coverage:	02/25/2024

(OR)

I am not required to have workers' compensation liability coverage because:

- ☐ I have no employees
- ☐ I am self-insured (include permit to self-insure)
- ☐ I have no employees who are covered by the workers' compensation law (these include: Spouses, Parents, Children and certain farm employees)

I certify that the information provided above is accurate and complete and a valid workers' compensation policy will be kept in effect at all times as required by law.

X Signature of Applicant:	
Company Name:	SAVILLO II LLC
Date:	11/01/2023



Minnesota Department of Public Safety  
ALCOHOL AND GAMBLING ENFORCEMENT  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
OFFICE (651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555  
DPS.MN.GOV

**APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE**  
No license will be approved or released until the \$20 Retailer ID Card fee is received

**PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY.**  
**INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT ACTION.**

Licensee's MN Sales and Use Tax ID # 9117762 To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # 93-411162 Licensees must register with the Federal Tax and Trade Bureau (TTB),  
for information call (513) 684-2979 or 1-800-937-8864

**Applicant:**

Licensee Name (Business, Partnership, Corporation) <u>SAVINO II LLC.</u>		Business Name (DBA) <u>SAVINO II LLC.</u>	
Licensee Location (Physical Address) <u>2345 County Road H2</u>		License Period From <u>12/31/23</u> To <u>12/31/2024</u>	
City <u>Moonds View</u>	County <u>Ramsey</u>	State <u>MN</u>	Zip Code <u>55112</u>
E-mail Address <u>GariBayRealEstate@gmail.com</u>		Business Phone Number <u>763-783-7155</u>	Applicant's Home Phone # <u>651-276-8070</u>

If a Corporation, LLC, or Partnership - state name, date of birth, Social Security # address, title, and Percent Owned by each officer.

Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code
<u>JOAN MANUEL GARI-BAY-RODRIGUEZ</u>			<u>OWNER PRESIDENT</u>	<u>100%</u>	<u>2345 County Rd H2 Moonds View MN 55112</u>
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code

1. If a corporation, date of incorporation \_\_\_\_\_, state incorporated in \_\_\_\_\_. If a subsidiary of any other corporation, so state \_\_\_\_\_.  
If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?  
☐ Yes ☐ No
2. Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state. \_\_\_\_\_
3. Is establishment located near any state university, state hospital, training school, reformatory or prison?  
☐ Yes ☒ No. If yes, state approximate distance. \_\_\_\_\_
4. Name and address of building owner \_\_\_\_\_  
Has owner of building any connection, directly or indirectly, with applicant? ☐ Yes ☐ No



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2023

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

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

<b>PRODUCER</b> IMPACT INSURANCE AGENCY INC. 2929 4TH AVE S STE 105  MINNEAPOLIS MN 55408		<b>CONTACT NAME:</b> YOLANDA GARIBAY <b>PHONE (A/C, No, Ext):</b> 612-824-2700 <b>FAX (A/C, No):</b> 612-824-3131 <b>E-MAIL ADDRESS:</b> impactinagency@gmail.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> TRAVELERS INSURANCE	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	9R48085A BIP	02/15/2024	02/15/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 50,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIQUOR LIABILITY INCLUDED IN POLICY LIQUOR LIABILITY INCLUDED IN POLICY

**CERTIFICATE HOLDER** **CANCELLATION**

CITY OF MOUNDS VIEW  2401 MOUNDS VIEW BOULEVARD  MOUNDS VIEW MN 55112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  YOLANDA GARIBAY

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2401 Mounds View Boulevard \* Mounds View MN 55112-1499  
(763) 717-4000 \* Fax (763) 717-4019  
Barb.benesch@moundsviewmn.org \* www.moundsviewmn.org

Email Application

Business License Application Date: 11-1-2023

Business License COUNCIL Approval Date: \_\_\_\_\_

☒ NEW APPLICATION  
☐ RENEWAL APPLICATION

## BUSINESS LICENSE APPLICATION

Mounds View License Address:

2345 County Road H2, Mounds View MN 55112

### Company Information

Corporation Name:

SAVINO II LICOR STORE

Corporation Address:

2345 County Road H2

Phone Number:

763-783-7155

City:

Mounds View

State:

MN

Zip:

55112

Fax Number:

651-771-2976

Email address:

GaribayRealEstate@gmail.com

DBA (Doing Business As):

SAVINO II

Owners/Corporate Officers/Partners (name and title):

PRESIDENT/OWNER

1. JUAN M. GARIBAY RODRIGUEZ

2.

3.

4.

5.

Applicant Information (renewal forms will be sent to this address)

Applicant Name:

Juan Garibay Rodriguez

Applicant Address:

2345 County Road H2

Phone Number:

651-276-8070

City:

Mounds View

State:

MN

Zip:

55112

Fax Number:

651-771-2976

Email address:

GaribayRealEstate@gmail.com

\*I hereby certify that the information provided in this application is true and correct and I understand that any misrepresentation made herein may be grounds for denial of this application for a business license.

\*Applicant Signature:

### TYPE OF LICENSE APPLYING FOR:

- ☐ Adult Establishment
- ☐ Automobile Sales
- ☐ Bowling Alley
- ☐ Number of Lanes \_\_\_\_\_
- ☒ Cigarette and Tobacco\*\*
- ☐ Over the Counter Sales
- ☐ # of Vending Machines \_\_\_\_\_
- ☐ Circus/Carnivals/Rides
- ☐ Donation/Collection Bin
- ☐ Garbage/Recycling\*

- ☐ Gasoline Station
- ☐ # of Pumps \_\_\_\_\_
- ☐ # of Gas Storage Tanks \_\_\_\_\_
- ☐ Recuperative Homes/Half Way House
- ☐ Pawn Shop
- ☐ Lawful Gambling\*\*
- ☐ Restaurant\*
- ☐ Occupancy Load \_\_\_\_\_
- ☐ # of Hour Open Per Day \_\_\_\_\_
- ☐ Class A \_\_\_\_\_ Class B \_\_\_\_\_

### DIFFERENT FORM REQUIRED FOR:

Intoxicating Liquor\*\*  
3.2 Percent Malt Liquor\*\*  
Amusement Devices/Center  
Peddler/Solicitor/Transient Merchant  
Tattoo/Piercing/Painting  
Therapeutic Massage  
Christmas Tree Sales

\*Require copy of Ramsey County license.  
\*\*State of MN Requirements must be met.

Have you ever had a license revoked? Yes/No

If yes, please attach explanation.

OFFICE USE ONLY:

Receipt #

Fee \$ \_\_\_\_\_ (check/cash/cc \_\_\_\_\_)

Date of Payment \_\_\_\_\_

Police Chief:  
Comments:

Approved/Denied (circle one)

Notes:



# License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Applicant's Minnesota Tax ID Number  
**9117762**

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

**FOR MUNICIPAL USE ONLY**

License Authority
License Number
Period Covered
Date of Issuance

**Cigarettes/tobacco products will be sold** (a separate license is required for each location or vending machine):

☒ Over Counter ☐ Through Vending Machine ☐ Both

Licensee's Legal Name <b>SAVINO II LLC</b>	Federal Employer ID Number (FEIN) <b>93-411162</b>
Business Trade Name (doing business as) <b>2345 COUNTY ROAD H2</b>	Daytime Phone <b>763-783-7155</b>
Complete Address of Business Location (permit location) <b>MOONDS VIEW</b>	Other Phone Number <b>651-276-8070</b>
City <b>SAME</b>	Fax Number <b>651-771-2976</b>
Mailing Address (if different than business address)	Email Address <b>garibayrealstate@gmail.com</b>

**Type of legal organization (check one):**

☒ Sole proprietor **LLC** ☐ Minnesota corporation: Enter date of incorporation \_\_\_\_\_  
☐ Partnership ☐ Out-of-state corporation: State of incorporation \_\_\_\_\_  
☐ Other (describe) \_\_\_\_\_ Are you registered to do business in Minnesota? ☒ Yes ☐ No

**Corporate officers or partners (attach a list if necessary)**

Name <b>JOAN M. GARIBAY-RODRIGUEZ</b>	Title <b>OWNER/PRESIDENT</b>
Address <b>2345 County Road H2</b>	City <b>Moonds View</b>
	State <b>MN</b>
	ZIP Code <b>55112</b>

**As a licensed tobacco products or cigarette retailer, I understand that:**

1. I can purchase cigarettes and tobacco from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue. The Cigarette and Tobacco Distributor List is on our website. Go to [www.revenue.state.mn.us](http://www.revenue.state.mn.us) and type Distributor List in the Search box.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Licensee Signature 	Title <b>OWNER/PRESIDENT</b>	Print Name <b>Joan Garibay</b>	Date <b>11/01/23</b>	Daytime Phone <b>651-276-8070</b>
Licensing Agent's Signature	Title	Print Name	Date	Daytime Phone

**License applicant:** Submit this form to the licensing authority along with the license application.

**Licensing authority:** Mail, email or fax to:  
 Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.  
 Fax: 651-556-5236. Email: [cigarette.tobacco@state.mn.us](mailto:cigarette.tobacco@state.mn.us)



**AFFIDAVIT OF PUBLICATION  
STATE OF MINNESOTA  
COUNTY OF RAMSEY**

Kayla Tsuchiya, being duly sworn on oath, says:  
that she is, and during all times herein state has been,  
Inside Sales Representative of Northwest Publication,  
LLC., Publisher of the newspaper known as the Saint  
Paul Pioneer Press, a newspaper of General  
circulation within the City of St. Paul and the  
surrounding Counties of Minnesota and Wisconsin  
including Ramsey and Kanabec.

That the notice hereto attached was cut from the  
columns of said newspaper and was printed and  
published therein on the following date(s):

**Tuesday, November 28, 2023**

**Newspaper Ref./AD Number#:** 71510483

**Client/Advertiser:** City of Mounds View

Kayla Tsuchiya  
Kayla Tsuchiya (Nov 28, 2023 15:44 CST)

**AFFIANT SIGNATURE**

**Subscribed and sworn to before me this  
28th day of November, 2023**

**True Lee**

True Lee  
True Lee (Nov 28, 2023 15:47 CST)

**NOTARY PUBLIC**

**Ramsey County, MN  
My commission expires January 31, 2025**



**Public Hearing Notice**  
CITY OF MOUNDS  
VIEW  
COUNTY OF RAMSEY  
STATE OF MINNESOTA  
**NOTICE IS HEREBY**  
**GIVEN** that the Mounds  
View City Council will  
hold a public hearing on  
Monday, December 11,  
2023 at 6:00 p.m. at  
the Mounds View City  
Hall, 2401 Mounds View  
Boulevard, Mounds  
View, Minnesota, 55112  
to consider a request  
from Juan M. Garibay-  
Rodriguez, for approval  
of an off-sale  
intoxicating liquor  
license. The subject  
property is located at  
2345 County Road H2,  
Savilo Liquor Store. The  
property is legally known  
as: PINWOOD  
TERRACE NO. 2 -  
LOT 21, BLOCK 4  
Anyone wanting to  
speak about this matter  
may be heard at this  
meeting. If you are  
unable to attend the  
meeting but want to  
comment, contact City  
Administrator Nyle  
Zikmund. City staff will  
forward the comments to  
the City Council.  
Information regarding  
the request is available  
for review at City Hall. If  
you have any questions  
about this meeting or if  
you want to make an  
appointment to review  
the application, please  
contact Nyle Zikmund,  
City Administrator, (763) 717-4000,  
nyle.zikmund@moundsvi  
ewmn.org, 2401  
Mounds View Blvd.,  
Mounds View, MN  
55112  
This notice was  
published in the St. Paul  
Pioneer Press on  
November 28, 2023.

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## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Rayla Sue Ewald, Human Resource Director  
**Item Title/Subject:** Resolution 9844, Approving a Three Year Labor Agreement with the Public Works Collective Bargaining Unit Effective January 1, 2023 through December 31, 2025

### **Introduction:**

The previous labor agreement with the Public Works Collective Bargaining Unit expired December 31, 2022. The City and the Bargaining Unit conducted a series of negotiation sessions from the beginning of 2022 through December 5, 2023, and have come to an agreement on terms for the three-year period beginning retroactive to January 1, 2023.

### **Discussion:**

The Agreement provides for the following changes:

#### Article 17 – Insurance

For 2023, the City will contribute a maximum amount of \$1,200 per month toward each employee's insurance, a \$30 increase over the 2022 contribution of \$1,170, plus \$200 towards their HSA account. For 2024, the City will contribute a maximum amount of \$1,245 per month toward each employee's insurance, a \$45 increase over the 2023 contribution of \$1,200, plus \$200 towards their HSA account. For 2025, the table below would apply. If, for example, health insurance premiums increase by 12% for 2025, the City would increase its monthly contribution to \$1,290.

If the Health Insurance Premium Increases by	The Maximum Monthly City Contribution will increase by:
Less than 1%	No change
1% to 5%	+ \$15
6% to 10%	+ \$30
11% to 15%	+ \$45
Greater than 15%	+ \$60

Article 12 was added: Travel time pay for weekends and holidays.

Article 18 – Probationary Periods were increased from 12 to 18 months in order to meet requirements for multiple Public Works certifications needed to perform the position. Additionally, the City will reimburse employees for their Commercial Driver's License Class A or Class B renewal fees.

Article 19 – Safety glasses. The City agreed to increase prescription safety glassed from \$397.50 to \$420.00 during the term of the contract.

Article 23 – Clothing merged the apparel and boot allowance into one dollar amount, from \$526.50 in the last contract cycle to \$570 for 2023 – 2025.

Article 24 – Standby Duty added 24.6, stating newly hired employees will not be eligible for standby duty until completing probation.

Article 26 – Job Classification System indicates the new nine (9) step job classification system.

Article 29 – Wages details the grades and positions of the bargaining unit members for 2023, 2024 and 2025. Additionally this section identifies a job title change of Lead Utility Worker to Senior Lead. The title change was required in order to identify the job description, grade, and wage differences.

**Strategic Plan Strategy/Goal:**

Create a culture where employees desire to work and remain employed with Mounds View

**Financial Impact:**

The agreement is consistent with the 2023 adopted budget, and the planned 2024 budget.

**Recommendation:**

Staff recommends the Council adopt Resolution 9844 Approving a Three Year Labor Agreement with the Public Works Collective Bargaining Unit Effective January 1, 2023 through December 31, 2025.

Respectfully submitted,



---

Rayla Sue Ewald  
Human Resource Director

Attachment(s):

- 1) Resolution NO. 9844, Approving a Three Year Labor Agreement with the Public Works Collective Bargaining Unit Effective January 1, 2023 through December 31, 2025
- 2) Exhibit A – Public Works Collective Bargaining Unit Labor Agreement January 1, 2023 – December 31, 2025



**RESOLUTION NO. 9844**

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

**APPROVING A THREE YEAR LABOR AGREEMENT WITH THE PUBLIC WORKS  
COLLECTIVE BARGAINING UNIT  
EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**

**WHEREAS**, the previously approved Labor Agreement with the Public Works Collective Bargaining Unit expired at the end of 2022; and

**WHEREAS**, the City and the Collective Bargaining Unit held a series of negotiating sessions in an effort to ratify a new agreement; and

**WHEREAS**, The City and the Collective Bargaining Unit reviewed and agreed to certain revisions to the Labor Agreement as shown in the attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mounds View does hereby approve a three year Labor Agreement with the Public Works Collective Bargaining Unit, effective January 1, 2023, through December 31, 2025.

Adopted this 11<sup>th</sup> Day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(seal)

LABOR AGREEMENT  
BETWEEN  
THE CITY OF MOUNDS VIEW  
AND  
PUBLIC WORKS COLLECTIVE  
BARGAINING UNIT

JANUARY 1, 2023 - DECEMBER 31, 2025

LABOR AGREEMENT .....	1
PUBLIC WORKS COLLECTIVE BARGAINING UNIT .....	1
ARTICLE 1. PURPOSE OF AGREEMENT .....	3
ARTICLE 2. CITY AUTHORITY .....	3
ARTICLE 3. APPLICABILITY OF CITY PERSONNEL CODE .....	3
ARTICLE 4. GRIEVANCE PROCEDURE .....	3
ARTICLE 5. DEFINITIONS .....	4
ARTICLE 6. SAVINGS CLAUSE .....	4
ARTICLE 7. WORK SCHEDULE .....	4
ARTICLE 8. HOLIDAYS .....	5
ARTICLE 9. VACATION .....	6
ARTICLE 10. OVERTIME PAY .....	6
ARTICLE 11. COMPENSATORY TIME .....	6
ARTICLE 12. TRAVEL TIME PAY FOR WEEKENDS AND HOLIDAYS .....	7
ARTICLE 13. CALL BACK .....	7
ARTICLE 14. LEGAL DEFENSE .....	7
ARTICLE 15. RIGHT OF SUBCONTRACT .....	8
ARTICLE 16. DISCIPLINE .....	8
ARTICLE 17. SENIORITY .....	8
ARTICLE 18. PROBATIONARY PERIODS .....	8
ARTICLE 19. SAFETY .....	9
ARTICLE 20. JOB POSTING .....	9
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## ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into by and between the City of Mounds View, hereinafter called the CITY, and the named members of the Mounds View Public Works Collective Bargaining Unit, hereinafter called the EMPLOYEES.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish the conditions that will govern the employment relationship between the CITY and the EMPLOYEES;
- 1.2 Establish hours, wages and other conditions of employment;
- 1.3 Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application;
- 1.4 Specify the full and complete understanding of the parties; and
- 1.5 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The CITY and the EMPLOYEES, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

## ARTICLE 2. CITY AUTHORITY

- 2.1 The CITY retains the full and unrestricted right to operate and manage all labor force, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically addressed or limited by the AGREEMENT.
- 2.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall be governed by the Personnel Manual, which shall remain solely within the discretion of the CITY to modify, establish, or eliminate. In the event the CITY adopts a modification to the Personnel Manual, the CITY will notify the EMPLOYEES in a timely fashion and document their receipt of the revisions.

## ARTICLE 3. APPLICABILITY OF CITY PERSONNEL CODE

- 3.1 Except where specifically superseded by this agreement, the Personnel Manual of the CITY shall regulate all conditions of employment.

## ARTICLE 4. GRIEVANCE PROCEDURE

- 4.1 The grievance procedure for the EMPLOYEES shall be as prescribed by Section 6.02 of the Personnel Manual.



## ARTICLE 5. DEFINITIONS

- 5.1 "EMPLOYEE" means an individual who has been hired by the City, and has successfully passed all required tests and qualifications, and who is employed on a schedule of at least 40 hours per week and 80 hours per pay period and who is subject to the terms of this agreement.
- 5.2 "EMPLOYER" refers to the City of Mounds View.
- 5.3 "DEPARTMENT" refers to the City of Mounds View Department of Public Works.
- 5.4 "BASE PAY RATE" means an employee's hourly pay rate exclusive of any other special allowances.
- 5.5 "SENIORITY" means length of continuous service with the CITY for purposes of promotion, transfer, layoff and recall.
- 5.6 "CALL BACK" means return of an employee to a specified work site to perform assigned duties at the express authorization of the CITY at a time other than an assigned shift. An extension of or an early report to an assigned shift is not a call back.
- 5.7 "STANDBY DUTY" means that an EMPLOYEE is assigned to specific hours outside the normal workday/workweek shift during which the EMPLOYEE must remain available to be reached by telephone and be ready to immediately return to work for call back purposes typically within 45 minutes, or less, of call back orders.

## ARTICLE 6. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the CITY. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## ARTICLE 7. WORK SCHEDULE

- 7.1 The sole authority for work schedules is the CITY. The normal workday for an EMPLOYEE shall be eight (8) hours, and the normal workweek shall be forty (40) hours. The normal work shift for the EMPLOYEES will be 7:00 a.m. to 3:30 p.m., Monday through Friday. Hours per day and days of the week may be varied if mutually agreed between the CITY and the EMPLOYEE.

The CITY will not prevent the EMPLOYEE from working up to 80 hours in any given payroll period, except with two (2) weeks advanced notice. The EMPLOYEES may collectively suggest alternatives for proposed reductions in hours.

- 7.2 Service to the public may require the establishment of regular shifts for some EMPLOYEES on a daily, weekly, seasonal or annual basis other than the normal work shift. The CITY will give seven (7) calendar days advance notice to the EMPLOYEES affected by the establishment of workdays different from the

EMPLOYEES normal work shift.

- 7.3 In the event that work is required outside of the normal workday hours because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an EMPLOYEE working other than the normal work day be scheduled to work more than eight (8) hours, however, each EMPLOYEE has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the EMPLOYEE from working.
- 7.4 Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.
- 7.5 EMPLOYEES who are called in to work prior to the starting time of the shift regularly assigned, due to, but not limited to, performing snow and ice control operations, or due to utility emergencies, weather emergencies, or a cargo spill that creates a hazard, shall be compensated at a pre-shift premium of \$9.00 per hour for the pre-shift hours worked not to exceed \$63.00 per event. When an EMPLOYEE qualifies for both overtime/comp time and pre-shift premium on the same shift, each hour of pre-shift pay earned will be eliminated for each hour of overtime/comp time earned. Any hours worked as overtime must be approved by the Public Works Director or Superintendent. If City approves paying the one and one-half (1-1/2) base pay, the midnight to 7:00 a.m. is off the table. Supervisory staff has the right to send any employee home if they deem the employee may be a safety risk to themselves, other employees, the general public, or if the task is complete.
- 7.6 In the event an EMPLOYEE, who is not on call, receives a phone call and is engaged in work-type activities for 15 minutes or more, EMPLOYEE will be compensated a minimum of one (1) hour at one and one-half (1 ½) times the base rate.

## ARTICLE 8. HOLIDAYS

### 8.1 Paid Holidays

The following is a list of holidays for which EMPLOYEES will be paid:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

In the event that a holiday falls on a Saturday, the preceding Friday shall be a paid holiday, and in the event that a holiday day falls on a Sunday, the following Monday

shall be a paid holiday.

## 8.2 Floating Holidays

In addition to the 11 Paid Holidays noted above, EMPLOYEES will have two (2) Floating Holidays to be used each year. Floating Holidays not used by the end of the year shall be forfeited. Floating Holidays will be paid out as regular vacation time and shall be requested off and approved by the Superintendent in the same manner as regular vacation time.

## ARTICLE 9. VACATION

EMPLOYEES shall accrue vacation as follows:

<b>Years of Service</b>	<b>Days Per Year</b>
Through 10 Years	15 Days
After 11 Years	16 Days
After 12 Years	17 Days
After 13 Years	18 Days
After 14 Years	19 Days
After 15 Years	20 Days
After 20 Years	25 Days

## ARTICLE 10. OVERTIME PAY

- 10.1 Hours worked by EMPLOYEE in excess of either eight (8) hours within a 24 hour period (except for shift changes) or more than 80 hours within a 14 day pay period will be compensated for one and one-half (1 ½) times the EMPLOYEE'S regular base pay. An EMPLOYEE working on a Paid Holiday will be compensated at normal holiday pay plus two (2) times the EMPLOYEE'S regular base pay rate for hours worked. Overtime paid on holiday call-outs that fall on weekends will be paid for the holiday itself, not the observed day off.
- 10.2 Holiday hours, excluding Floating Holiday hours, will be considered hours worked for computation of overtime.
- 10.3 Overtime will be distributed as equally as practicable to each EMPLOYEE based upon a list maintained by the CITY and in consideration of any special skill requirements needed for overtime task. Work in progress will not be stopped merely to equalize overtime, but will continue with the crew assigned.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours ~~worked~~

## ARTICLE 11. COMPENSATORY TIME

EMPLOYEES who DO NOT participate in STANDBY DUTY as described in Article 24 of this agreement shall be allowed compensatory time as described in the Personnel Manual.

EMPLOYEES who DO participate in STANDBY DUTY as described in Article 24 of this agreement shall be allowed compensatory time described as follows:

- 11.1. Compensatory time-off in lieu of cash payment is allowed only in accordance with the Fair Labor Standards Act for all permanent non-exempt employees. Compensatory time is compensated at a rate of one and one-half (1 ½) times the hours worked in excess of the established work-week.
- 11.2. An EMPLOYEE may not use any more than 160 hours of compensatory time per calendar year.
- 11.3. The maximum total accrued compensatory time balance shall not exceed 60 hours per EMPLOYEE at the end of each pay period.
- 11.4. The respective Department Head or the City Administrator must give prior approval for any accumulation of compensatory time by an employee.
- 11.5. The respective Department Head or the City Administrator must give prior approval for any use of compensatory time by an EMPLOYEE. If an EMPLOYEE is terminated from employment they will be compensated for accumulated compensatory time earned up to the above stated maximum.
- 11.6. Any accumulated compensatory time not used by the end of the last pay period in November shall be cashed out.

#### ARTICLE 12. TRAVEL TIME PAY FOR WEEKENDS AND HOLIDAYS

- 12.1 Members of the bargaining unit will receive a half-hour (1/2) of pay for driving to work on weekends and holidays when called in to perform snow and ice control operations, utility or weather emergencies, or other hazards.
- 12.2 The half-hour (1/2) drive time wage will be paid at time and a half (1 ½) for weekends and double-time (2) for holidays.

#### ARTICLE 13. CALL BACK

Except as noted in Article 7.5 of this Agreement, an EMPLOYEE called in for work at a time other than the EMPLOYEE'S normal scheduled shift will be compensated for a minimum of two (2) hour's pay at one and one-half (1 ½) the EMPLOYEE'S base pay rate.

#### ARTICLE 14 LEGAL DEFENSE

- 14.1 EMPLOYEES involved in litigation because of gross negligence, ignorance of the laws, or non-observance of laws, may not receive legal defense by the CITY.
- 14.2 An EMPLOYEE who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the EMPLOYEE's employment, when such act is performed in good faith and under direct order of the CITY shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such EMPLOYEE in defending against such charge.
- 14.3 All EMPLOYEES will be covered by the CITY's professional liability coverage and, if necessary, named separately in the policy.



## ARTICLE 15. RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the CITY from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

## ARTICLE 16. DISCIPLINE

The CITY will discipline EMPLOYEES only for just cause as defined in the Personnel Manual. Suspension, demotion and dismissal actions shall be in accordance with the Personnel Manual.

## ARTICLE 17. SENIORITY

- 17.1 Seniority will be the determining criterion for transfers, promotions and layoffs only when all job-relevant qualification factors are equal.
- 17.2 Seniority will be the determining criteria for recall when all job-relevant qualification factors are equal. Recall rights under this provision will continue for 24 months after lay off. Recalled EMPLOYEES shall have 10 working days after notification of recall by registered mail at the EMPLOYEE'S last known address to report to work or forfeit all recall rights.

## ARTICLE 18. PROBATIONARY PERIODS

- 18.1 All newly hired or rehired EMPLOYEES will serve an 18 month probationary period. Newly hired EMPLOYEES must obtain a Minnesota Class B Commercial Driver's License with air brake endorsement and obtain tanker endorsement within six (6) months of employment; and, possess a Water Supply System Operator Class D certificate and Wastewater Operator Class S-D certificate within the 18 month probation. If EMPLOYEE is unable to obtain, the probation may be extended with a hold on all step increases until all tasks are successfully accomplished.
- 18.2 Reclassified positions held by EMPLOYEES that have exhausted the 12 month probationary period will serve a six (6) month probationary period. EMPLOYEES will serve a six (6) month probationary period in any job level in which the EMPLOYEE has not served a probationary period.
- 18.3 At any time during the probationary period, a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the CITY.
- 18.4 At any time during the probationary period, a promoted or reassigned EMPLOYEE may be demoted or reassigned to the EMPLOYEE's previous position at the sole discretion of the CITY.
- 18.5 Newly hired EMPLOYEES will be provided two (2) paid opportunities in which to acquire required license during probation. If the EMPLOYEE is not able to acquire required licensure within the probationary timeline, the cost associated in acquiring license will be the responsibility of the EMPLOYEE.
- 18.6 Any EMPLOYEE who achieves a higher license (Water Class D to C, Sanitary Class D to C, or Commercial Driver's License Class B to Class A), and

separates from the CITY within 24 months after achieving said license, the EMPLOYEE will be required to reimburse the CITY for any training and cost associated with acquiring the higher licensure.

- 18.7 The CITY will reimburse EMPLOYEES for their Commercial Driver's License Class A or Class B renewal fees every four years.

#### ARTICLE 19. SAFETY

- 19.1 The CITY and the EMPLOYEES agree to jointly promote safe and healthful working conditions, to cooperate in safety measures and to work in a safe manner.
- 19.2 The CITY will reimburse each employee up to \$420.00 during the term of this agreement for the actual cost of CITY approved prescription safety glasses to be used during working hours.
- 19.3 If the EMPLOYEE'S safety glasses are damaged or destroyed in the course of assigned duties, the CITY will reimburse the employee for the cost of repairs to one (1) pair of safety glasses per year, not to exceed the original purchase price subject to approval by the EMPLOYEE'S Superintendent.

#### ARTICLE 20. JOB POSTING

- 20.1 The CITY agrees that permanent job vacancies within the DEPARTMENT shall be filled based on the concept of "promotion from within" provided that applicants have the necessary qualifications to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job vacancy.
- 20.2 EMPLOYEES filling a higher job level based on the provisions of this Article shall be subject to the conditions of Article 18 (Probationary Period).
- 20.3 The EMPLOYER has the right of final decision in the selection of EMPLOYEES to fill posted jobs based on qualifications, abilities and experience.
- 20.4 Job vacancies within the Public Works Collective Bargaining Unit will be posted for five (5) working days so that EMPLOYEES can be considered for such vacancies. Only after the vacancy has been posted for five (5) working days and no response is received from any EMPLOYEE will the CITY proceed with filling the vacancy from an external source.

#### ARTICLE 21. INSURANCE

- 21.1 The CITY will contribute a maximum \$1,200 per month to each full-time EMPLOYEE for group health, dental, and life insurance including dependent coverage during 2023. In 2024 the CITY will contribute a maximum of \$1,245 per month. In 2025, the contribution shall be based on the rate of the health insurance premium increase, if any, as follows:

If the Health Insurance Premium Increases by	The Maximum Monthly EMPLOYER Contribution shall increase by
Less than 1%	No change
1% to 5%	+ \$15
6% to 10%	+ \$30
11% to 15%	+ \$45
Greater than 15%	+ \$60

- 21.2 EMPLOYEES not choosing dependent coverage cannot be covered at CITY expense for any additional insurance other than the individual group health, dental, and group life insurance. Additional life insurance can be purchased by EMPLOYEES at the EMPLOYEES expense to the extent allowed under the CITY's group policy.

#### ARTICLE 22. INJURY ON DUTY.

The CITY and EMPLOYEES will comply with Minnesota Statutes and City policies concerning all EMPLOYEE injuries incurred while performing job duties.

#### ARTICLE 23. CLOTHING.

- 23.1 The CITY will reimburse each EMPLOYEE up to \$570 during the term of the AGREEMENT for the actual cost of work related apparel and safety shoes. The work apparel is to be cleaned and kept in repair by the EMPLOYEE at the EMPLOYEE'S cost. Safety shoes must be above the ankle boots with a steel/composite reinforced toe.
- 23.2 The CITY will provide EMPLOYEES with all necessary safety wear, such as safety vests, safety gloves, protective eye wear, hearing protection, etc., excluding prescription eyeglasses, to perform assigned duties.
- 23.3 The CITY will provide work uniforms and the cleaning of said uniforms.
- 23.4 The CITY will provide new EMPLOYEES a one (1) time reimbursement, not to exceed \$100.00 for the actual cost of coveralls.

#### ARTICLE 24. STANDBY DUTY.

- 24.1 STANDBY DUTY is mandatory for all EMPLOYEES who are no longer subject to a probationary period. EMPLOYEES are assigned STANDBY DUTY on a rotating basis for a seven (7) day period based on a list maintained by the CITY.
- 24.2 An EMPLOYEE assigned STANDBY DUTY shall be compensated at the rate of one (1) hour for each weekday (Monday through Thursday), two (2) hours for each Friday and three (3) hours for each Saturday and Sunday (12 hours of Overtime Pay for each seven (7) day assignment period.) The City will compensate EMPLOYEES an additional two (2) hours at overtime rates for each paid Holiday while assigned STANDBY DUTY. Such standby pay shall be in addition to other compensation the EMPLOYEE is entitled to under this AGREEMENT including call back pay should the EMPLOYEE be required to return to the City to perform

emergency work.

- 24.3 The CITY expects the EMPLOYEE on STANDBY DUTY to respond to call back assignments. If the assignment is refused without cause or the EMPLOYEE is unresponsive, the CITY will offer the assignment to other employees in accordance with Article 10.3 of this AGREEMENT. Refusal without cause or non-responsiveness may result in forfeiture of the stand-by compensation and potential disciplinary action in accordance with Article 16.
- 24.4 The CITY shall furnish a vehicle for the EMPLOYEE on STANDBY DUTY to use for the purpose of transportation to and from the EMPLOYEE's primary residence and the worksite.
- 24.5 A schedule of EMPLOYEES and their assigned STANDBY DUTY assignment dates shall be maintained by the Public Works Superintendent. EMPLOYEES may, with the permission of the Public Works Superintendent, trade STANDBY DUTY on a day-to-day basis with other employees eligible for STANDBY DUTY. Probationary employees, with a minimum of six (6) months of service, and the approval of the Public Works Superintendent, can be added to the on-call rotation.
- 24.6 All newly hired EMPLOYEES will not be eligible for standby duty until successfully completing the probationary period as outlined in Article 18.

#### ARTICLE 25. PERFORMANCE REVIEWS.

- 25.1 The CITY will perform a performance review on an annual basis to help guide the EMPLOYEE in areas that need to be more fully developed and to determine the job level to which the EMPLOYEE will be assigned for the next fiscal year.
- 25.2 Performance reviews will be prepared by each EMPLOYEE'S Superintendent. Appeals must follow Section 6.02 Grievance Procedure of the Personnel Manual.

#### ARTICLE 26. JOB CLASSIFICATION SYSTEM.

- 26.1 A nine (9) step job classification system will be used to classify EMPLOYEES and establish wages for all EMPLOYEES. In the event that there is a change in qualifications of an EMPLOYEE to meet all requirements, the EMPLOYEE must immediately contact the Superintendent no later than the beginning of the next regular work shift after the event. Examples include: loss or expiration of driver's license or endorsements, loss of sewer/water operators certificate, criminal traffic violations, etc.

#### ARTICLE 27. SEPARATION.

Upon separation from employment with CITY, an EMPLOYEE shall be provided separation compensation of accrued and unused vacation hours and accrued compensatory time. Unused Floating Holidays shall not be considered in the computation of separation compensation. Upon death of an EMPLOYEE, the beneficiary of the EMPLOYEE shall be paid any due separation. Separation benefits will be paid at the EMPLOYEE'S regular rate of pay on the last date as an EMPLOYEE or the following payroll date.

## ARTICLE 28. RETIREMENT HEALTH SAVINGS PLAN.

The City of Mounds View offers its employees a Retirement Health Savings Plan pursuant to Internal Revenue Code regulations through a third party administrator selected by the CITY. EMPLOYEES shall make the following contributions to the Retirement Health Savings Plan:

- 28.1 Upon separation from employment with the CITY, EMPLOYEES who have completed two (2) years of service and leave in good standing shall contribute fifty percent (50%) of unused sick leave to the Plan, up to a maximum lifetime contribution of 960 hours. EMPLOYEES with more than 10 years of continuous service shall have an increased maximum contribution such that for every year of completed service beyond 10, the maximum contribution shall be increased by 20 hours. For example, a 15-year employee's maximum lifetime contribution to the plan would be 1060 hours and a 20 year employee's maximum lifetime contribution would be 1160 hours, converted at a two-to-one (2 to 1) rate.
- 28.2 All EMPLOYEES who are 45 years of age or older on January 1, 2008 shall contribute 2% of their salary to the Plan. All EMPLOYEES under the age of 45 as of January 1, 2008 shall contribute 1% of their salary to the Plan. Mandatory contributions to the Plan shall occur every pay period beginning with EMPLOYEES first payroll deduction.
- 28.3 Subject to the maximum lifetime contribution as noted in Section 27.1, EMPLOYEES shall annually contribute accumulated sick leave balances in excess of 500 hours to the Plan, converted at a two-to-one (2 to 1) rate. The maximum annual contribution shall be limited to 50 hours (25 hours converted.) The annual contribution shall occur during the second to the last pay period of the year.

## ARTICLE 29. WAGES.

- 29.1 The following hourly wage schedule will be in effect for Public Works Maintenance Worker positions for the duration of this AGREEMENT.

Grade 5	2023	2024	2025 COLA % TBD	
Step 1	\$29.03	\$29.03		Starting Wage
Step 2	\$30.19	\$30.19		6 Months (4.00%)
Step 3	\$31.33	\$31.33		1 Years (3.75%)
Step 4	\$32.50	\$32.50		2 Years (3.75%)
Step 5	\$33.72	\$33.72		3 Years (3.75%)
Step 6	\$34.90	\$34.90		4 Years (3.50%)
Step 7	\$36.03	\$36.03		5 Years (3.25%)
Step 8	\$37.11	\$37.11		6 Years (3.00%)
Step 9	\$38.13	\$38.13		7 Years (2.75%) 100%



- 29.2 The following hourly wage schedule will be in effect for the Arborist/Parks Maintenance position for the duration of this AGREEMENT.

Grade 6	2023	2024	2025 COLA % TBD	
Step 1	\$31.93	\$31.93		Starting Wage
Step 2	\$33.21	\$33.21		6 Months (4.00%)
Step 3	\$34.46	\$34.46		1 Years (3.75%)
Step 4	\$35.75	\$35.75		2 Years (3.75%)
Step 5	\$37.09+0.62	\$37.09		3 Years (3.75%)
Step 6	\$38.39	\$38.39		4 Years (3.50%)
Step 7	\$39.64	\$39.64		5 Years (3.25%)
Step 8	\$40.83	\$40.83		6 Years (3.00%)
Step 9	\$41.95	\$41.95		7 Years (2.75%) 100%

- 29.3 29.3The following hourly wage schedule will be in effect for the Mechanic for the duration of this AGREEMENT.

Grade 6	2023	2024	2025 COLA % TBD	
Step 1	\$31.93	\$31.93		Starting Wage
Step 2	\$33.21	\$33.21		6 Months (4.00%)
Step 3	\$34.46	\$34.46		1 Years (3.75%)
Step 4	\$35.75	\$35.75		2 Years (3.75%)
Step 5	\$37.09+0.62	\$37.09		3 Years (3.75%)
Step 6	\$38.39	\$38.39		4 Years (3.50%)
Step 7	\$39.64	\$39.64		5 Years (3.25%)
Step 8	\$40.83	\$40.83		6 Years (3.00%)
Step 9	\$41.95	\$41.95		7 Years (2.75%) 100%

- 29.4 The following hourly wage schedule will be in effect for the Senior Lead for the duration of this AGREEMENT.

Grade 7	2023	2024	2025 COLA % TBD	
Step 1	\$35.13	\$35.13		Starting Wage
Step 2	\$36.53	\$36.53		6 Months (4.00%)
Step 3	\$37.90	\$37.90		1 Years (3.75%)
Step 4	\$39.32	\$39.32		2 Years (3.75%)
Step 5	\$40.80	\$40.80		3 Years (3.75%)
Step 6	\$42.23	\$42.23		4 Years (3.50%)

Step 7	\$43.60	\$43.60		5 Years (3.25%)
Step 8	\$44.91	\$44.91		6 Years (3.00%)
Step 9	\$46.14	\$46.14		7 Years (2.75%) 100%

29.5 The following hourly wage schedule will be in effect for the Lead Workers (Parks and Streets) for the duration of this AGREEMENT.

Grade 6	2023	2024	2025 COLA % TBD	
Step 1	\$31.93	\$31.93		Starting Wage
Step 2	\$33.21	\$33.21		6 Months (4.00%)
Step 3	\$34.46	\$34.46		1 Years (3.75%)
Step 4	\$35.75	\$35.75		2 Years (3.75%)
Step 5	\$37.09+0.62	\$37.09		3 Years (3.75%)
Step 6	\$38.39	\$38.39		4 Years (3.50%)
Step 7	\$39.64	\$39.64		5 Years (3.25%)
Step 8	\$40.83	\$40.83		6 Years (3.00%)
Step 9	\$41.95	\$41.95		7 Years (2.75%) 100%

#### ARTICLE 30. INTERMITTENT LEAD WORKER

- 30.1 Under certain circumstances, the CITY may determine the need for an Intermittent Lead Worker to be in charge of a work crew. This determination will be made at the sole discretion of the City, as recommended by the Superintendent and approved by the Department Head, based on the complexity of a task, the number of workers involved, the experience level of the workers assigned, or a combination of these factors. The determination of the CITY is final and not grievable.
- 30.2 The CITY will maintain a list for those EMPLOYEES who are to be considered for Intermittent Lead Worker assignments. Selections for Intermittent Lead Workers will be made from this list in accordance with the Superintendent's determinations of the best qualifications as approved by the Department Head. There will be no attempt to equalize distribution of Intermittent Lead Worker selections.
- 30.3 To be eligible for the Intermittent Lead Worker, the EMPLOYEE must meet all requirements of the Public Works Maintenance Workers job description, be recommended by the Superintendent, and approved by the Public Works Department Head.
- 30.4 The Intermittent Senior Lead will receive an additional \$2.00 per hour. The EMPLOYEE must meet all requirements of the Public Works Maintenance Workers job description, be recommended by the Superintendent, and approved by the Public Works Department Head.

ARTICLE 31. DEPARTMENT AND LEAD DESIGNATION

An employee who has been designated by the CITY to be Department Lead during long term vacancies of the Department Head shall receive \$1.50 per hour additional compensation.

ARTICLE 32. TERM

This AGREEMENT shall be effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MOUNDS VIEW:

\_\_\_\_\_  
Zach Lindstrom, Mayor

\_\_\_\_\_  
Nyle Zikmund, City Administrator

\_\_\_\_\_  
Rayla Ewald, Human Resource Director

PUBLIC WORKS COLLECTIVE BARGAINING UNIT:

\_\_\_\_\_  
Chris Atkinson, Representative

\_\_\_\_\_  
Bruce Meehan, Representative

\_\_\_\_\_  
Neil Hiatt, Representative



## ***City of Mounds View Staff Report***

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**Item No:** 8.G.1.

**Meeting Date:** December 11, 2023

**Type of Business:** Council Business

**Administrator Review:** \_\_\_\_\_

<b>To:</b>	<b>Honorable Mayor and City Council</b>
<b>From:</b>	<b>Gayle Bauman, Finance Director</b>
<b>Item Title/Subject:</b>	<b>Resolution 9831 Adopting the 2024 Property Tax Levy</b>

Attached is a resolution adopting the 2024 property tax levy. The Truth-in-taxation meeting was held on December 4, 2023 and the public was provided an opportunity to comment. The City Council has proposed a final overall levy increase (including both the City levy and EDA levy) of 6.25%.

The City Council may adopt the tax levy on December 11<sup>th</sup> meeting or schedule an additional meeting if necessary to adopt it no later than December 27, 2023.

Staff recommends that the City Council adopt the attached resolution adopting the 2024 property tax levy.

Respectfully submitted,

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Gayle Bauman  
Finance Director

**RESOLUTION NO. 9831**

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

**Adopting the 2024 Property Tax Levy**

**WHEREAS**, the City Council has conducted numerous meetings and has made available detailed copies of the proposed 2024 Budget; and

**WHEREAS**, the City Council provided the public an opportunity to speak at the Truth in Taxation meeting on December 4, 2023 and at the several budget meetings to take comment on the proposed 2024 tax levy; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Mounds View that the following property tax levy for 2024 is hereby approved:

<u>FUND</u>	<u>CERTIFIED LEVY AMOUNT</u>
General Fund base levy	\$ 5,705,420
Fire debt service levy	88,910
PERA rate increase levy	39,145
Police MV Ref levy 2017	130,000
Police MV Ref levy 2004	255,000
Street Improvement capital levy	150,000
2017A GO Bonds levy	416,293
TOTAL PROPERTY TAX LEVY	<u>\$ 6,784,768</u>

and the City Administrator is hereby directed to notify Ramsey County and the State of Minnesota of said 2024 property tax levy.

Said resolution was declared to have been duly passed and adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)





**Item No:** 8.G.2.

**Meeting Date:** December 11, 2023

**Type of Business:** Council Business

**City Administrator Review:** \_\_\_\_\_

## ***City of Mounds View Staff Report***

---

**To:** City Council  
**From:** Gayle Bauman, Finance Director  
**Item Title/Subject:** Resolution 9832 Approving the EDA Property Tax Levy Request for Fiscal Year 2024

Previously the City's economic development activities were funded with tax increment revenues. These tax increment revenues were discontinued as required by state statute. This left the City with limited resources to continue existing business outreach, marketing, advertising, small scale incentives, property acquisitions, professional services, and staff training and development. The City Council, as part of the 3 year Strategic Plan, indicated that maintaining this levy is a priority. The EDA established levies in 2017 to help accomplish some of the above goals. There is no proposed increase in the total levied for 2024.

The EDA adopted a request to the City to levy \$100,000 on behalf of the EDA at the August 28, 2023 meeting and the City Council approved that request at the September 11, 2023 meeting and there is no change in that request since preliminary adoption.

Respectfully submitted,

---

Gayle Bauman  
Finance Director

**RESOLUTION NO. 9832**

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

**APPROVING THE ECONOMIC DEVELOPMENT AUTHORITY PROPERTY TAX LEVY  
REQUEST FOR FISCAL YEAR 2024**

**WHEREAS**, the Mounds View Economic Development Authority (the "EDA") has requested that the City of Mounds View levy a tax for the benefit of the EDA pursuant to Minnesota Statutes 469.107, Subdivision 1; and

**WHEREAS**, the City Council of the City of Mounds View approved resolution 9804 approving a preliminary levy of \$100,000 on behalf of the EDA on September 11, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mounds View hereby gives final approval for the collection of a levy for the benefit of the economic development activities within the community in fiscal year 2024 in the amount not to exceed \$100,000, which amount shall be included in the City's levy.

Adopted this 11<sup>th</sup> Day of December 2023.

(ATTEST)

\_\_\_\_\_  
Zach Lindstrom, Mayor

(SEAL)

\_\_\_\_\_  
Nyle Zikmund, City Administrator



**Item No.:** 8.G.3.  
**Meeting Date:** December 11, 2023  
**Type of Business:** Council Business  
**Administrator Review:** \_\_\_\_\_

## ***City of Mounds View Staff Report***

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**To: Honorable Mayor and City Council**  
**From: Gayle Bauman, Finance Director**  
**Item Title: Resolution 9833 Adopting the 2024 Budgets for All Funds**

Attached is Resolution 9833 and summaries of the 2024 General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, and Enterprise Funds budgets.

Respectfully submitted,

---

Gayle Bauman  
Finance Director

**RESOLUTION NO. 9833**

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

**ADOPTING THE 2024 BUDGETS FOR ALL FUNDS**

**WHEREAS**, the City Council conducted numerous meetings and made available detailed budgets at City Hall and on the City's website for the 2024 budgets for all funds; and

**WHEREAS**, the City Council has considered said budgets.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Mounds View that the following budgets for the calendar year 2024 are hereby approved:

Revenues and Transfers In		Expenditures and Transfers Out	
Property Taxes	\$ 6,218,475	General Gov't	\$ 1,230,090
Other Taxes	472,000	Public Safety	4,731,592
Licenses & Permits	289,522	Street Maintenance	1,106,099
Intergovernmental	1,374,677	Parks & Recreation	667,328
Charges for Service	48,025	Economic Development	525,613
Fines & Forfeits	35,750	Other	178,609
Special Assessments	5,000	Debt Service	84,677
Miscellaneous	657,440	Transfers	1,552,881
<b>Total General Fund</b>	<b>\$ 9,100,889</b>	<b>Total General Fund</b>	<b>\$ 10,076,889</b>
Special Revenue Funds	3,164,825	(Cable, EDA, MVCC, Recycling)	3,278,411
Debt Service Funds	416,793	(G.O. Bonds)	392,595
Capital Project Funds	2,268,881	(Parks, Vehicle/Equip Replace, Special Projects, Streets)	3,401,856
<b>Subtotal Gov't Funds</b>	<b>\$ 14,951,388</b>	<b>Subtotal Gov't Funds</b>	<b>\$ 17,149,751</b>
Enterprise Funds	4,304,233	(Water, Sewer, Street Lights, Surface Water)	6,167,276
<b>TOTAL FUNDS</b>	<b>\$ 19,255,621</b>	<b>TOTAL FUNDS</b>	<b>\$ 23,317,027</b>

BE IT FURTHER RESOLVED, that, summaries of the 2024 budget shall be incorporated with and included as part of this resolution as Attachment A.

Passed and adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)

CITY-WIDE SUMMARY	General Fund	Special Revenue Funds	Capital Project Funds	Enterprise Funds	Debt Service Fund	Total Budget 2024	Total Budget 2023	Percent Change
REVENUES								
Taxes								
Property taxes	\$ 6,246,475	\$ 100,000	\$ 150,000	\$ -	\$ 416,293	\$ 6,912,768	\$ 6,506,782	6.2%
Tax increments	-	1,786,339	-	-	-	1,786,339	1,968,519	-9.3%
Franchise fee	385,000	-	385,000	-	-	770,000	680,000	13.2%
Other taxes	59,000	106,000	-	-	-	165,000	165,000	0.0%
Special assessments	5,000	-	11,000	-	-	16,000	18,000	-11.1%
Licenses and permits	289,522	-	-	-	-	289,522	277,172	4.5%
Intergovernmental	1,374,677	57,631	460,000	-	-	1,892,308	1,747,001	8.3%
Charges for services	48,025	517,800	3,000	4,219,833	-	4,788,658	4,468,061	7.2%
Fines & forfeits	35,750	2,000	-	-	-	37,750	35,750	5.6%
Investment earnings	100,000	2,325	7,000	39,400	500	149,225	138,725	7.6%
Miscellaneous	329,983	500	-	-	-	330,483	273,289	20.9%
Transfers in	227,457	592,230	1,252,881	45,000	-	2,117,568	2,883,270	-26.6%
TOTAL REVENUES	\$ 9,100,889	\$ 3,164,825	\$ 2,268,881	\$ 4,304,233	\$ 416,793	\$ 19,255,621	\$ 19,161,569	0.5%
EXPENDITURES/EXPENSES								
General Government	\$ 1,230,090	\$ -	\$ -	\$ -	\$ -	\$ 1,230,090	\$ 1,129,587	8.9%
Public Safety	4,731,592	10,700	-	-	-	4,742,292	4,414,366	7.4%
Streets & Highways	1,106,099	-	-	-	-	1,106,099	955,704	15.7%
Sanitation	-	32,984	-	-	-	32,984	32,634	1.1%
Parks & Recreation	667,328	1,105,698	-	-	-	1,773,026	1,605,339	10.4%
Economic Development	525,613	2,129,029	-	-	-	2,654,642	2,724,897	-2.6%
Other	178,609	-	-	-	-	178,609	149,579	19.4%
Debt Service	84,677	-	-	-	-	84,677	121,109	-30.1%
Capital Outlay	-	-	3,401,856	-	392,595	3,794,451	4,214,342	-10.0%
Transfers out	1,552,881	-	-	-	-	1,552,881	2,275,000	-31.7%
Enterprise Funds	-	-	-	6,167,276	-	6,167,276	7,461,458	-17.3%
TOTAL EXPENDITURES/EXPENSES	\$ 10,076,889	\$ 3,278,411	\$ 3,401,856	\$ 6,167,276	\$ 392,595	\$ 23,317,027	\$ 25,084,015	-7.0%
NET CHANGES IN FUND BALANCE	\$ (976,000)	\$ (113,586)	\$ (1,132,975)	\$ (1,863,043)	\$ 24,198	\$ (4,061,406)	\$ (5,922,446)	



<b>GENERAL FUND</b>	<b>2021 Actual</b>	<b>2022 Actual</b>	<b>2023 Budget</b>	<b>2024 Budget</b>	<b>\$ Increase (Decrease)</b>	<b>% Increase (Decrease)</b>
<b>REVENUES</b>						
Property taxes	\$ 5,199,766	\$ 5,372,279	\$ 5,815,799	\$ 6,218,475	\$ 402,676	6.9%
Franchise fee	335,107	425,517	340,000	385,000	45,000	13.2%
Other taxes	89,462	103,063	80,000	87,000	7,000	8.8%
Special assessments	1,290	4,637	3,000	5,000	2,000	66.7%
Licenses and permits	294,605	374,631	277,172	289,522	12,350	4.5%
Intergovernmental	2,078,190	2,068,959	1,254,370	1,374,677	120,307	9.6%
Charges for services	42,893	66,961	47,625	48,025	400	0.8%
Fines & forfeits	43,311	38,418	33,750	35,750	2,000	5.9%
Investment earnings	(62,699)	(644,642)	90,000	100,000	10,000	11.1%
Miscellaneous	353,874	510,113	272,789	329,983	57,194	21.0%
Transfers in	182,533	214,008	220,648	227,457	6,809	3.1%
<b>TOTAL REVENUES</b>	<b>\$ 8,558,331</b>	<b>\$ 8,533,943</b>	<b>\$ 8,435,153</b>	<b>\$ 9,100,889</b>	<b>\$ 665,736</b>	<b>7.9%</b>
<b>EXPENDITURES</b>						
City Council	\$ 52,792	\$ 55,980	\$ 61,935	\$ 62,546	\$ 611	1.0%
Advisory Commissions	37,548	72,258	26,350	32,350	6,000	22.8%
City Administrator	311,557	355,819	353,008	382,515	29,507	8.4%
Elections	35,743	37,842	37,750	67,280	29,530	78.2%
Finance	291,811	302,997	312,450	324,554	12,104	3.9%
Central Services	301,375	283,285	338,094	360,845	22,751	6.7%
Community Development	466,285	490,280	523,603	525,613	2,010	0.4%
Police	3,474,836	3,766,500	3,829,481	4,092,345	262,864	6.9%
Fire	620,491	713,669	695,294	723,924	28,630	4.1%
Park Maintenance	485,102	491,948	530,653	567,208	36,555	6.9%
Forestry	65,004	104,638	78,252	100,120	21,868	27.9%
Public Works Admin	121,077	134,727	140,323	195,108	54,785	39.0%
Bldgs & Grounds	179,260	189,547	167,230	222,543	55,313	33.1%
Veh/Equip Maintenance	129,935	145,059	154,577	165,849	11,272	7.3%
Street Pavement Mgmt	203,663	233,785	249,772	265,507	15,735	6.3%
Snow & Ice Control	149,384	151,603	171,367	182,527	11,160	6.5%
Sign Maintenance	38,601	65,096	72,435	74,565	2,130	2.9%
Convention/Visitor Bureau	47,865	57,282	50,350	56,050	5,700	11.3%
Other	54,832	64,716	99,229	122,559	23,330	23.5%
Debt Service	-	-	-	-	-	N/A
Transfers out	1,525,000	775,000	2,275,000	1,552,881	(722,119)	-31.7%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,592,162</b>	<b>\$ 8,492,032</b>	<b>\$ 10,167,153</b>	<b>\$ 10,076,889</b>	<b>\$ (90,264)</b>	<b>-0.9%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$ (33,830)</b>	<b>\$ 41,911</b>	<b>\$ (1,732,000)</b>	<b>\$ (976,000)</b>	<b>\$ 756,000</b>	<b>-43.6%</b>

## Special Revenue Funds 2024 Budgets

	Cable TV	Forfeiture	EDA	Community Center	Lakeside Park	Recycling	TIF #6	TIF #7	TIF #5	Total
<b>REVENUES</b>										
Property Taxes	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Tax Increments	-	-	-	-	-	-	58,280	-	1,728,059	1,786,339
Other Taxes	106,000	-	-	-	-	-	-	-	-	106,000
Intergovernmental	-	-	-	-	25,000	32,631	-	-	-	57,631
Charges for Services	-	-	-	517,800	-	-	-	-	-	517,800
Fines & Forfeits	-	2,000	-	-	-	-	-	-	-	2,000
Investment Earnings	-	-	-	300	25	-	500	-	1,500	2,325
Miscellaneous	-	-	-	-	500	-	-	-	-	500
Transfers In	-	-	142,230	450,000	-	-	-	-	-	592,230
<b>TOTAL REVENUES</b>	<b>\$ 106,000</b>	<b>\$ 2,000</b>	<b>\$ 242,230</b>	<b>\$ 968,100</b>	<b>\$ 25,525</b>	<b>\$ 32,631</b>	<b>\$ 58,780</b>	<b>\$ -</b>	<b>\$ 1,729,559</b>	<b>\$ 3,164,825</b>
<b>EXPENDITURES</b>										
Personnel Expenses	\$ 40,820	\$ -	\$ 181,850	\$ 673,810	\$ 5,765	\$ 19,120	\$ -	\$ -	\$ -	\$ 921,365
Supplies and Materials	2,700	10,200	350	37,100	2,500	750	-	-	-	53,600
Other Services and Charges	61,484	500	67,024	264,259	17,260	13,114	1,612	553	5,408	431,214
Debt Service	-	-	-	-	-	-	63,997	-	1,716,005	1,780,002
Transfers	-	-	-	-	-	-	5,828	-	86,402	92,230
<b>TOTAL EXPENDITURES</b>	<b>\$ 105,004</b>	<b>\$ 10,700</b>	<b>\$ 249,224</b>	<b>\$ 975,169</b>	<b>\$ 25,525</b>	<b>\$ 32,984</b>	<b>\$ 71,437</b>	<b>\$ 553</b>	<b>\$ 1,807,815</b>	<b>\$ 3,278,411</b>
<b>NET CHANGES IN FUND BALANCE</b>	<b>\$ 996</b>	<b>\$ (8,700)</b>	<b>\$ (6,994)</b>	<b>\$ (7,069)</b>	<b>\$ -</b>	<b>\$ (353)</b>	<b>\$ (12,657)</b>	<b>\$ (553)</b>	<b>\$ (78,256)</b>	<b>\$ (113,586)</b>

CITY OF MOUNDS VIEW  
Debt Service Fund (506)

	BUDGET 2024
<u>Revenues:</u>	
Property Taxes	416,293
Investment earnings	500
Total revenues	416,793
<u>Expenditures:</u>	
Principal	260,000
Interest	130,370
Paying Agent Fee	475
Continuing Disclosure	1,750
Total expenditures	392,595
Net increase (decrease) in fund balance	24,198

## Capital Project Funds 2024 Budgets

	Park Fund	Veh/Equip Replacement	Special Projects	Street Improvements	Total
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
Franchise Fee	-	-	-	385,000	385,000
Special Assessments	-	-	-	11,000	11,000
Intergovernmental	-	-	-	460,000	460,000
Charges for Services	3,000	-	-	-	3,000
Investment Earnings	1,000	-	1,000	5,000	7,000
Transfers In	-	602,881	300,000	350,000	1,252,881
<b>TOTAL REVENUES</b>	<b>\$ 4,000</b>	<b>\$ 602,881</b>	<b>\$ 301,000</b>	<b>\$ 1,361,000</b>	<b>\$ 2,268,881</b>
<b>EXPENDITURES</b>					
Other Services and Charges	\$ -	\$ -	\$ 220,000	\$ -	\$ 220,000
Capital Expenditures	175,000	244,000	1,410,000	1,279,856	3,108,856
Transfers	-	73,000	-	-	73,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 175,000</b>	<b>\$ 317,000</b>	<b>\$ 1,630,000</b>	<b>\$ 1,279,856</b>	<b>\$ 3,401,856</b>
<b>NET CHANGES IN FUND BALANCE</b>	<b>\$ (171,000)</b>	<b>\$ 285,881</b>	<b>\$ (1,329,000)</b>	<b>\$ 81,144</b>	<b>\$ (1,132,975)</b>

## Enterprise Funds 2024 Budgets

	Water	Sanitary Sewer	Street Lighting	Storm Water	Total
OPERATING REVENUES					
Charges for Services	\$ 1,538,244	\$ 2,115,806	\$ 116,814	\$ 448,969	\$ 4,219,833
TOTAL OPERATING REVENUES	\$ 1,538,244	\$ 2,115,806	\$ 116,814	\$ 448,969	\$ 4,219,833
OPERATING EXPENSES					
Personnel Expenses	\$ 561,390	\$ 529,970	\$ 26,040	\$ 194,920	\$ 1,312,320
Supplies and Materials	92,752	37,422	1,000	26,164	157,338
Other Services and Charges	615,557	1,515,930	101,850	180,676	2,414,013
Contingency	15,000	15,000	-	-	30,000
Capital Expenditures	600,000	530,000	-	290,000	1,420,000
TOTAL OPERATING EXPENSES	\$ 1,884,699	\$ 2,628,322	\$ 128,890	\$ 691,760	\$ 5,333,671
NET OPERATING INCOME (LOSS)	\$ (346,455)	\$ (512,516)	\$ (12,076)	\$ (242,791)	\$ (1,113,838)
NON-OPERATING REVENUE (EXPENSE)					
Investment Earnings	2,000	20,000	1,400	16,000	39,400
Debt Service	(434,148)	-	-	-	(434,148)
TOTAL NON-OPERATING	\$ (432,148)	\$ 20,000	\$ 1,400	\$ 16,000	\$ (394,748)
TRANSFERS AND OTHER FINANCING SOURCES (USES)					
Transfers In	-	-	-	45,000	45,000
Transfers	(183,258)	(153,258)	(3,309)	(59,632)	(399,457)
TOTAL TRANSFERS AND OTHER	\$ (183,258)	\$ (153,258)	\$ (3,309)	\$ (14,632)	\$ (354,457)
REVENUES OVER (UNDER) EXPENSES	\$ (961,861)	\$ (645,774)	\$ (13,985)	\$ (241,423)	(1,863,043)
ADD BACK					
Capital Expenditures	600,000	530,000	-	290,000	1,420,000
Debt - Principal	355,000	-	-	-	355,000
NET INCOME (LOSS)	\$ (6,861)	\$ (115,774)	\$ (13,985)	\$ 48,577	(88,043)





**Item No. 8.H.**

**Meeting Date:** December 11, 2023  
**Type of Business:** Council Business  
**City Administrator Review:** \_\_\_\_\_

## City of Mounds View Staff Report

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**To:** Honorable Mayor and City Council  
**From:** Gayle Bauman, Finance Director  
**Item Title/Subject:** Resolution 9834 Accepting and Allocating American Rescue Plan Act Funding

The City received \$1,456,076.53 in American Rescue Plan Act (ARPA) grant funding of which \$650,000 was spent in 2021 and \$560,009.90 was spent in 2022. The remaining funds (\$246,066.63) need to be spent or dedicated by December 31, 2024.

The guidance provided by the U.S. Treasury indicates that ARPA funds may be used to Support Public Health Expenditures, Address Negative Economic Impacts Caused by the Public Health Emergency, Replace Lost Public Sector Revenue, Provide Premium Pay, and Invest in Water, Sewer, and Broadband Infrastructure.

The City had projected lost revenue of \$2,177,037 which was more than what was needed to satisfy the grant requirements. The funds only need to be spent on the provision of government services which provides the City Council with the greatest flexibility in expending the funds. Staff is recommending that the City Council designate the remaining balance of \$246,066.63 for the provision of Public Safety in 2023. We have already budgeted for the public safety expenditures so this will increase fund balance which will allow the City Council to use fund balance for other public purpose expenditures at their discretion. This will keep us under the Single Audit threshold which would have added \$3,500 - \$4,500 additional costs to our annual audit. The US Treasury has provided final guidance so eligible expenses have not changed from preliminary guidance.

### **Strategic Plan Strategy/Goal:**

Operate under a balanced budget that meets the needs and goals of the community.

### **Financial Impact:**

\$1,456,076 in grant funds, \$728,038 in 2021 and \$728,038 in 2022. To be spent in 2021 - \$650,000; 2022 - \$560,010; and 2023 - \$246,066 for the provision of Public Safety.

### **Conclusion**

Using public safety expenses would be the most efficient administratively. This provides the City Council with the greatest flexibility. This concludes the multi-year ARPA process.

Respectfully Submitted,

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Gayle Bauman, Finance Director

**RESOLUTION 9834**

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

**ACCEPTING AND ALLOCATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDING**

**WHEREAS**, the American Rescue Plan Act provided federal funds (assistance listing 21.027) to the State of Minnesota and those funds were and will be distributed to local governments based on population, over a two year period, in the total awarded amount of \$1,456,076 and any additional allocations; and

**WHEREAS**, guidance from the United States Treasury outlined in their “Frequently Asked Questions”, indicated that local governments may use grant funds to Support Public Health Expenditures, Address Negative Economic Impacts Caused by the Public Health Emergency, Replace Lost Public Sector Revenue, Provide Premium Pay, and Invest in Water, Sewer, and Broadband Infrastructure; and

**WHEREAS**, the City of Mounds View has projected “Lost Revenue” of \$2,177,037 and the Treasury “Final Rule” gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services; and

**WHEREAS**, the City of Mounds View has incurred sufficient expenditures for the provision of government services that meet the above definition, for administrative simplicity the City Council designates up to \$246,066 for the provision of Public Safety personnel salaries in 2023 as its final allocation of the grant funds.

**NOW THEREFORE BE IT RESOLVED**, The City Council designates up to \$246,066 in 2023 for the provision of government services for Public Safety personnel salaries, and directs the Finance Director to take any necessary steps to comply with U.S. Treasury requirements under the “Final Rule” or future guidance as provided by the U.S. Treasury.

Adopted this 11<sup>th</sup> day of December, 2023

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Zach Lindstrom, Mayor

ATTEST:

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Nyle Zikmund, City Administrator

(SEAL)

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Rayla Sue Ewald, Human Resource Director  
**Item Title/Subject:** Resolution 9843, Adopting Title and Ballot Question Language Pertaining to Proposed Amendment to the City of Mounds View City Charter and Ordering Special Election

**Introduction:**

City staff received a Petition submitted by a committee of petitioners proposing to amend the Mounds View City Charter on September 19, 2023. The petition was received and found to be insufficient. A member of the committee met with the City Clerk and reviewed the reasons for insufficiency. On October 9, 2023, the committee submitted a supplementary petition to the City Clerk. On October 13, 2023 the Petition was found to be sufficient as it included 253 signatures from eligible voters, meeting the threshold that constitutes five percent of the total votes cast in the last general election in the City (253).

**Discussion:**

Council approved Resolution 9827 on November 27, 2023, approving a Special Election for the vacant Councilmember seat, scheduled for April 9, 2024. Staff is requesting to include the question language pertaining to the proposed amendment to the City Charter on the Special Election in April, 2024.

**Financial Impact:**

This falls within the amount presented on Resolution 9827 of \$21,000 (no additional funds required for the addition of this question).

**Recommendation:**

Staff recommends approval of Resolution 9843.

Respectfully submitted,



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Rayla Sue Ewald  
Human Resource Director

Attachment(s):

- 1) Resolution NO. 9843
- 2) Exhibit A
- 3) Exhibit B

**RESOLUTION NO. 9843**

**CITY OF MOUNDS VIEW, MINNESOTA**

**RESOLUTION ADOPTING TITLE AND BALLOT QUESTION LANGUAGE PERTAINING TO  
PROPOSED AMENDMENT TO THE CITY OF MOUNDS VIEW CITY CHARTER AND  
ORDERING SPECIAL ELECTION**

**WHEREAS**, on September 19, 2023, the City of Mounds View Charter Commission ("Charter Commission") voted to transmit to the City Council a citizen petition ("Petition") submitted by a committee of petitioners ("Committee") proposing to amend the Mounds View City Charter ("Charter Amendment") in accordance with Minnesota Statutes, section 410.12, subdivision. 1; and

**WHEREAS**, the Petition was received by the City Clerk who reviewed the petition and provided notice to the Committee on September 29, 2023, that the Petition was insufficient because it lacked the complete required affidavit under Minnesota Statutes, section 410.12, subdivision 3 and because certain signatures of affiants were illegible; and

**WHEREAS**, on October 9, 2023, the Committee submitted a supplementary petition which the City Clerk reviewed and provided notice to the Committee on October 13, 2023 that the Petition was sufficient and because it included 253 signatures from eligible voters, meeting the 253 signature threshold that constitutes five percent (5%) of the total votes cast in the last general election in the City; and

**WHEREAS**, pursuant to Minnesota Statutes, section 410.12, the City Council shall fix the form of the ballot and submit the Charter Amendment to the qualified voters of the City of Mounds View at a special election to be held on Tuesday, April 9, 2024.

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

1. The Charter Commission transmitted a petition to amend the City Charter related to solid waste collection in the City, and the City Clerk deemed the petition to be sufficient, all in accordance with Minnesota Statutes, section 410.12.
2. The question of whether to adopt or reject the proposed amendment related to the collection of solid waste in the City of Mounds View shall be submitted to the qualified voters of the City for adoption or rejection.
3. 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, April 9, 2024. In submitting the proposed amendment for adoption or rejection by the qualified voters at the special election on April 9, 2024, the title and language of the question shall be presented as shown in Exhibit A attached hereto. The title meets the requirements on Minnesota Rules, part 8250.1810, subpart 10, and has been approved by the City's legal counsel.

4. 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.
5. 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.
6. 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.
7. Election judges shall be appointed for this special 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.
8. The special election shall be held and the returns made and canvassed in the manner prescribed by law, and the City Council shall meet between April 12 and 19, 2024 (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 11th day of December, 2023.

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Zach Lindstrom, Mayor

ATTEST:

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Nyle Zikmund, City Administrator

(SEAL)



## EXHIBIT A

### SPECIAL ELECTION BALLOT CITY ELECTION BALLOT

CITY OF MOUNDS VIEW  
STATE OF MINNESOTA  
SPECIAL ELECTION  
April 9, 2024

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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.

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#### CITY QUESTION

##### **SHOULD ORGANIZED SOLID WASTE COLLECTION BE SUBJECT TO VOTER APPROVAL?**

Should the Mounds View City Charter be amended to add: "Unless first approved by a majority of voters in a state general election, the City shall not replace the competitive market in solid waste collection with a system in which solid waste services are provided by government-chosen collectors or in government-designed districts. The adoption of this Charter amendment shall supersede any ordinances, ordinance amendments, or Charter amendments related to solid waste adopted by the City Council after January 1, 2023."?

☐ 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 April 9, 2024, between the hours of 7:00 a.m. and 8:00 p.m. to vote on the following question:

#### CITY BALLOT QUESTION

#### **SHOULD ORGANIZED SOLID WASTE COLLECTION BE SUBJECT TO VOTER APPROVAL?**

Should the Mounds View City Charter be amended to add: "Unless first approved by a majority of voters in a state general election, the City shall not replace the competitive market in solid waste collection with a system in which solid waste services are provided by government-chosen collectors or in government-designed districts. The adoption of this Charter amendment shall supersede any ordinances, ordinance amendments, or Charter amendments related to solid waste adopted by the City Council after January 1, 2023."?

☐ 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:

Precincts 1, 2, 3, and 4: Mounds View Community Center  
5394 Edgewood Drive, Mounds View MN 55112

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

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Item No: 08J  
Meeting Date: December, 11, 2023  
Type of Business: Council Business  
City Administrator Review: \_\_\_\_\_

## *City of Mounds View Staff Report*

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**To:** Honorable Mayor and City Council  
**From:** Nyle Zikmund, City Administrator  
**Item Title/Subject:** Resolution 9824 Approving Appointments to the City of Mounds View's Commissions

### **Introduction:**

The Parks, Recreation and Forestry Commission, Planning and Zoning Commission and Economic Development Commission have term seats that will expire on December 31, 2023.

### **Discussion:**

This item was tabled at your November 27<sup>th</sup> City Council meeting as it was decided by Council that further discussion as to the appointment process was necessary. Council discussed this item further at your December 3<sup>rd</sup> Work Session and it was the consensus of the Council to move ahead with the recommended candidates for appointment for 2024. It was also agreed that Council would discuss the appointment process in depth at a future meeting(s) to prepare for the 2025 commission appointments.

As brought forward on November 27<sup>th</sup>, the recommendation for EDC and the PRF Commission are as follows:

### **Economic Development Commission (Two Seats Open)**

As a reminder, the Economic Development Authority will approve EDC appointments by resolution at their November 27, 2023, meeting.

### **Parks, Recreation and Forestry Commission (Two Seats Open)**

Staff received five applications for the Parks, Recreation and Forestry Commission: Andre Kovac, Gerald Arel, Heidi Quinn, Laura Wake-Reisner and Royal Dahlstrom.

Gerald and Laura are currently serving on the PRF Commission and are seeking reappointment. Andre, Heidi and Royal are new applicants.

The Parks, Recreation and Forestry Commission met October 26, 2023, and recommends that the City Council reappoint Gerald Arel and Laura Wake-Reisner to the Mounds View Parks, Recreation and Forestry Department.

Both terms will expire December 31, 2026.

**Planning and Zoning Commission: (Three Seats Open)**

Staff received six applications for the Planning and Zoning Commission: Dennis Farmer, Donn Lindstrom, Gary Stevenson, Miranda Munson, Andre Kovak and Phil Pinski.

Dennis, Gary and Miranda are currently serving on the Planning and Zoning Commission and are seeking reappointment. Donn, Andre and Phil are new applicants (Donn is currently serving on the EDC but not seeking reappointment).

The Planning and Zoning Commission, at their November 1, 2023, meeting approved Resolution No. 1167-23, recommending that the City Council reappoint Gary Stevenson, Dennis Farmer and Miranda Munson to the Mounds View Planning Commission.

Terms will expire December 31, 2026.

*(As some of the information on a commission application is not public until the applicant is appointed, please email Barb at [barb.benesch@moundsviewmn.org](mailto:barb.benesch@moundsviewmn.org) if you would like any of the applications emailed, as they cannot be part of the public Council meeting packet.)*

**Strategic Plan Strategy/Goal:** N/A

**Financial Impact:** N/A

**Recommendation:**

Staff is recommending approval of Resolution 9824 approving appointments to the Parks, Recreation and Forestry Commission and the Planning and Zoning Commission.

Respectfully submitted,

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Nyle Zikmund  
City Administrator



**RESOLUTION NO. 9824**

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

**APPROVING APPOINTMENTS TO THE CITY OF MOUNDS VIEW'S  
COMMISSIONS EFFECTIVE JANUARY 1, 2024**

**WHEREAS**, the City of Mounds View's commissions consist of members appointed by the City Council; and

**WHEREAS**, there are certain seats that expire December 31, 2023, on the Parks, Recreation and Forestry Commission (2) and the Planning Commission (3).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mounds View approve appointments effective January 1, 2024, as follows:

		Term Expiration (3-Year Term)
<b>Parks, Recreation and Forestry Commission</b>	Gerald Arel	December 31, 2026
	Laura Wake-Weisner	December 31, 2026
<b>Planning Commission</b>	Gary Stevenson	December 31, 2026
	Dennis Farmer	December 31, 2026
	Miranda Munson	December 31, 2026

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Zach Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Nyle Zikmund, City Administrator

(SEAL)