

**CITY OF MOUNDS VIEW
CITY COUNCIL MEETING AGENDA
MOUNDS VIEW CITY HALL
Monday, January 22, 2024
6:00 p.m.**

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: January 8, 2024
- B. Just and Correct Claims
- C. Resolution 9865, Authorizing Vacation Carryover Extension for Certain Police Department Personnel
- D. Resolution 9864, Authorizing the Purchase of Lockers for the Sergeant Office

6. SPECIAL ORDER OF BUSINESS

- A. Resolution 9863, Appreciation to Donn Lindstrom for his Service on the Economic Development Commission
- B. Karen Meyer – Community Support Network
- C. Resolution 9866 and 9867 - Long Lake Woods Second Addition (Development Agreement and Tax Forfeited Land Acquisition)

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

9. REPORTS

- A. Reports of Mayor and Council

- B. Reports of Staff
- C. Reports of City Attorney

10. NEXT COUNCIL WORK SESSION: Monday, February 5, 2024 at 6:00 pm
NEXT COUNCIL MEETING: Monday, February 12, 2024 at 6:00 pm

11. ADJOURNMENT

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6:10 P.M.

Motion carried.

6. SPECIAL ORDER OF BUSINESS

A. Ralph Reeder Food Shelf – Donation/Presentation.

City Administrator Zikmund reported at a previous meeting the Council held a discussion about making donations to a number of non-profits from the City's charitable gambling funds and tonight a donation would be made to the Ralph Reeder Food Shelf. He explained the City's donation of \$2,000 had been matched, which meant \$4,000 would be donated to the Ralph Reeder Food Shelf.

Mayor Lindstrom presented Misti Van Laar, a representative from the Ralph Reeder Food Shelf, with a check for \$4,000 from the City of Mounds View.

Misti Van Laar thanked the City for their generous donation to the food shelf. She noted she gave out more than a million pounds of food in 2023, which was a big increase over 2022.

7. PUBLIC COMMENT

None.

8. COUNCIL BUSINESS

A. PUBLIC HEARING: Resolution 9855, Approving an Off-Sale Intoxicating Liquor License for KM Rassal Zahid, Rassal Wine & Spirits, Inc. DBA Merwin Liquors, 2577 Mounds View Boulevard.

(1) Resolution 9856, Approving a Cigarette/Tobacco License for Rassal Zahid, Rassal Wine & Spirits, Inc. DBA Merwin Liquors, 2577 Mounds View Boulevard.

City Administrator Zikmund requested the Council consider an off-sale intoxicating liquor license for KM Rassal Zahid for Rassal Wine & Spirits at 2577 Mounds View Boulevard. He explained there was a change in ownership, which required a reconsideration by the Council. He noted all necessary paperwork and fees have been submitted to the City. In addition, the Council is being asked to consider a cigarette/tobacco license for the same establishment.

Mayor Lindstrom opened the public hearing at 6:15 p.m.

Rassal Zahid, the applicant, thanked the Council for considering his request. He explained he was purchasing Merwin Liquors and noted he owned another liquor store in Crystal, Minnesota. He indicated it was his goal to keep the liquor store safe in the community.

Tommy Cohen, owner of Merwin Liquors, noted he supported the sale of the liquor store to Mr. Zahid. He reported Mr. Zahid knew how to run a liquor store and he valued running a good, clean liquor store for the community. He thanked the City Council for supporting his establishment over the years.

Hearing no further public input, Mayor Lindstrom closed the public hearing at 6:18 p.m.

1 MOTION/SECOND: Meehlhause/Cermak. To Waive the Reading and Adopt Resolution 9855,
2 Approving an Off-Sale Intoxicating Liquor License for KM Rassel Zahid, Rassel Wine & Spirits,
3 Inc. DBA Merwin Liquors, 2577 Mounds View Boulevard.

4
5 Mayor Lindstrom welcomed Mr. Zahid to the City of Mounds View and thanked Merwin Liquors
6 for being a great partner in the community.

7
8 Ayes – 4 Nays – 0 Motion carried.
9

10 MOTION/SECOND: Gunn/Meehlhause. To Waive the Reading and Adopt Resolution 9856,
11 Approving a Cigarette/Tobacco License for Rassel Zahid, Rassel Wine & Spirits, Inc. DBA
12 Merwin Liquors, 2577 Mounds View Boulevard.

13
14 Ayes – 4 Nays – 0 Motion carried.
15

16 **B. Consideration of Planning Commission Chair.**
17

18 Assistant City Administrator Beeman requested the Council make a recommendation regarding
19 the Planning Commission Chair. He explained the Planning Commission recommended Dennis
20 Farmer serve as the Chair for 2024.

21
22 MOTION/SECOND: Meehlhause/Cermak. To Appoint Dennis Farmer Chair of the Planning
23 Commission for 2024.
24

25 Council Member Meehlhause thanked Gary Rundle for serving as the Planning Commission Chair
26 for the past several years and noted he appreciated Dennis Farmer's willingness to serve as the
27 Chair.

28
29 Ayes – 4 Nays – 0 Motion carried.
30

31 **C. Resolution 9859, Creation of Organized Trash.**
32

33 City Administrator Zikmund requested the Council adopt a Resolution that would move forward
34 with the creation of an organized trash options committee. He explained Minnesota Statutes allow
35 cities to organize trash collection through a required procedure. He reported on March 6, 2023, the
36 City Council directed staff to proceed with the research and planning process to establish organized
37 trash collection. He stated on April 26 the City notified the public and all currently licensed trash
38 collectors of the City's intention. He noted on May 31 the City held three public engagement
39 sessions regarding organized collection to determine what services and other factors were
40 important to residents. In addition, a survey was taken of the public to learn about what was
41 important to residents. He reported on June 26 the City invited all currently licensed haulers to a
42 Council meeting for a meet and confer. He explained the Council discussed the citizen survey
43 results on July 5 and August 7. He indicated on August 14 the Council held a public hearing and
44 directed staff to begin the mandatory 60 day exclusive negotiation period with current license
45 haulers. He stated on October 12 the City began negotiations and has met with the current license
46 haulers on seven different occasions.

1
2 City Administrator Zikmund explained if the City was unable to come to an agreement with the
3 current collectors, it was the City's intent to issue an RFP for organized collection. Before this
4 could occur, the City Council must establish an organized collections options committee to identify
5 and examine various methods of collection and appoint members of the committee. This would
6 ensure the process of organized collection moves forward per State Statute. Staff recommended
7 the Council move forward with the creation of an organized collections options committee, which
8 shall be made up of two Councilmembers and two or three staff members. It was noted a
9 recommendation from this committee will be brought back to the City Council based on their
10 research and findings no later than February 1, 2024. He commented on how negotiations and
11 discussions with the haulers has been stalled even with staff asking them repeatedly what
12 information they need from the City. He stated the priority at this time would be to create the
13 options committee with the goal of having a contract from the haulers to the City for discussion at
14 the February 5 Council worksession meeting. If a contract was not provided by the haulers, the
15 options committee will have a final report and the ability to issue an RFP.

16
17 City Attorney Riggs explained the City was beyond the 60 days that were required. He indicated
18 the reality was the City has given the haulers ample time to work through the negotiations process.

19
20 Council Member Meehlhause asked if the timeframe required by statute was for the haulers to
21 come forward with a contractual offering. City Attorney Riggs reported this was the case.

22
23 Mayor Lindstrom explained the City has received a few letters from the haulers. City
24 Administrator Zikmund reported Walters, Ace and Curbside have sent letters to the Council and
25 staff from their legal firms. He noted Republic and Waste Management have not. He stated he
26 understood the negotiations were difficult, but this was a process that had to be followed per State
27 Statute.

28
29 Mayor Lindstrom questioned if the City could move forward with the committee. City Attorney
30 Riggs reported the City has followed all proper procedure and was allowed to move forward with
31 the process, noting the City had provided double the amount of time that was necessary for the
32 haulers.

33
34 Julie Clark, 8005 Woodlawn Drive, noted she misunderstood what was being approved this
35 evening. She explained she was concerned with the fact the haulers were upset the City was not
36 negotiating in good faith given the fact there was an outstanding ballot question that could undo
37 all of the work the City was conducting at this time. She was of the opinion organized trash
38 collection would help some residents, but would hurt others. She noted she would like to have the
39 opportunity to choose her own trash hauler, but recommended the number of licensed haulers be
40 reduced.

41
42 City Administrator Zikmund explained the City had no involvement in the ballot question that was
43 brought forward. He noted this was initiated by a group, Haulers for Choice. He reported the lack
44 of getting a contract, does not allow the City to have the price. For this reason, the City would be
45 pursuing an RFP.

46

1 Mayor Lindstrom explained it was the intention of the Council to not execute a contract until the
2 City has the results of the ballot question, which would require a second vote. City Administrator
3 Zikmund reported the ballot question amends the City Charter requiring the City to keep at least
4 three licensed refuse haulers. He stated he was unaware of any other charter that has language like
5 this. He noted the ballot question also requires the City to put the question of organized collection
6 before voters at a State general election, which would not occur until November 2024. He indicated
7 this has been taken into account and the City would not be implementing any process until the
8 ballot question was completed in March.

9
10 Sharon Kirscher, 8406 Red Oak Drive, stated she was not clear as to what will happen. She
11 understood the haulers were negotiating and if they don't come up with a contract, the City could
12 pursue an RFP. She asked what would happen if an RFP was not acceptable. She questioned when
13 the citizen committee would be formed.

14
15 City Administrator Zikmund clarified the City Council was voting to form the options committee
16 which would be made up of City Council and staff members. He reported members of the public
17 would be able to attend these meetings, but would not be members of the committee. He explained
18 if the haulers have a contract to the City by January 31, this will go to the Council on February 5.
19 However, if they do not, the options committee will have a report that will then trigger an RFP
20 process.

21
22 Ms. Clark asked how the City determined who would serve on the options committee.

23
24 Mayor Lindstrom stated the options committee and the citizens committee are the same thing. City
25 Administrator Zikmund stated the options committee was not a City Commission. Rather, this
26 committee would give advice to the City Council. He indicated the City has done much of the
27 work necessary, in advance by engaging with the public because it made sense. He explained the
28 recommendation made by the options committee would represent the work that has been conducted
29 to date. He stated this was not a perfect process but noted the City has been reporting at every
30 meeting as to the action staff has been taking regarding organized collection.

31
32 Council Member Gunn indicated the options committee would be another set of eyes that would
33 be looking at all of the information that has been collected. City Administrator Zikmund explained
34 this was the case and noted the recommendation made by the options committee would be made
35 at a public meeting. In addition, the RFP's would be reviewed at a public meeting.

36
37 Council Member Meehlhause stated putting aside the fact Mounds View was a charter city, he
38 asked if cities have the legal right to limit the number of licenses available to specific businesses.
39 City Attorney Riggs explained this was allowed.

40
41 Mayor Lindstrom asked if the Council had to identify members for the options committee at this
42 time. City Administrator Zikmund stated he would like the council to identify committee members.

43
44 Council Member Gunn asked what staff members would serve on this committee. City
45 Administrator Zikmund recommended Finance Director Bauman, Public Works/Parks and
46 Recreation Director Peterson and himself serve on this committee.

1
2 Mayor Lindstrom stated he would be interested in serving on the options committee.

3
4 Council Member Meehlhause indicated he would be willing to serve as well.

5
6 City Attorney Riggs reported three citizens could be appointed to the committee as well.

7
8 Mayor Lindstrom explained Blake Downs has expressed interest in serving on the committee.

9
10 Council Member Meehlhause suggested Commission members Gerald Arel and Gary Stevenson
11 be considered for the committee as well.

12
13 Mayor Lindstrom supported appointing Julie Clark to the committee as well.

14
15 MOTION/SECOND: Meehlhause/Gunn. To Waive the Reading and Adopt Resolution 9859,
16 establishing an Organized Collection Options Committee in the City of Mounds View as
17 discussed.

18
19 Ayes – 4 Nays – 0 Motion carried.

20
21 **D. Resolution 9860, Approving Change Order for Installing Electric filters on the**
22 **ABB VFDs part of the Main Water Treatment Plant Rehabilitation Project.**
23

24 Public Works/Parks and Recreation Director Peterson requested the Council approve a change
25 order installing electric filters on the ABB VFDs part of the main water treatment plant
26 rehabilitation project. He commented on the work that has been done at the main water treatment
27 plant and explained the proposed change order would install electric filters on the ABB VFD's.

28
29 Council Member Meehlhause asked if the City would install VFD's on all wells or just this one.
30 Public Works/Parks and Recreation Director Peterson explained staff was looking into this, but for
31 now staff was recommending this action be taken for the main water treatment plant.

32
33 MOTION/SECOND: Meehlhause/Cermak. To Waive the Reading and Adopt Resolution 9860,
34 Approving Change Order for Installing Electric filters on the ABB VFDs part of the Main Water
35 Treatment Plant Rehabilitation Project.

36
37 Ayes – 4 Nays – 0 Motion carried.

38
39 City Attorney Riggs requested the Council recess the current meeting to closed session. He advised
40 the City Council would be returning to an open session to finish Item 8E and the remainder of the
41 agenda.

42
43 MOTION/SECOND: Gunn/Meehlhause. To Recess the City Council meeting to a Closed Session
44 meeting at 6:55 p.m.

45
46 Ayes – 4 Nays – 0 Motion carried.

1
2 MOTION/SECOND: Meehlhause/Gunn. To Reconvene the City Council meeting from a Closed
3 Session meeting at 7:21 p.m.

4
5 Ayes – 4 Nays – 0 Motion carried.

6
7 **E. Resolution 9862, Water Treatment Plant II.**
8

9 Public Works/Parks and Recreation Director Peterson requested the Council adopt a Resolution
10 approving a tentative settlement agreement for the litigation for the work completed on Water
11 Treatment Plant II. He explained this Resolution would rescind Resolution 9747 and rejecting the
12 bids for the repairs on Water Treatment Plant II received December 19, 2023. He reviewed the
13 project timeline for the work that was completed on the water treatment plant and discussed how
14 staff worked with the contractor to remedy and correct problems with the plant. He noted the
15 contractor has disputed any fault and the matter is in litigation currently pending in Ramsey County
16 District Court. He reported additional work is required to ensure the treatment plant functions as
17 designed with the goal to have the plant operational by peak water demand season for 2024. He
18 noted the City has been in litigation for the past year and a half and recently participated in
19 mediation. He stated a tentative settlement has been reached with the general contractor whereby
20 the contractor agreed to perform the necessary repairs. It was noted the Council evaluated the
21 settlement terms in a closed session held on January 8, 2024. He reported the Council previously
22 approved Resolution 9747 on April 23, 2023 approving Changer Order 17 for additional work at
23 Water Treatment Plant II. These repairs were to be completed by MBI. MBI informed the City the
24 repair costs would be increased due to a subcontractor price increase.

25
26 Public Works/Parks and Recreation Director Peterson explained the City Attorney recommended
27 these repairs be placed out for public bidding. The City Council approved the bid process for the
28 needed repairs in 2023 and Advanced Engineers put together the necessary plans and
29 specifications. A bid opening was held on December 19, 2023. The City received two bids for the
30 necessary repairs. The bids came from MBI for \$442,000 and from Minnesota Mechanical
31 Solutions for \$451,000. Staff is recommending the Council approve the attached Resolution
32 accepting the settlement agreement with the general contractor as outlined in the closed meeting
33 from January 8, 2024, authorizing the general contractor to perform the necessary repairs to Water
34 Treatment Plant II and to resolve the litigation on the 2019 water treatment rehabilitation project.
35 Staff also recommends the Council rescind Resolution 9747 approving change order No. 17 for
36 the additional work at Water Treatment Plant II and recommends the City Council reject the bids
37 the City received on December 19, 2023 for the repair of Water Treatment Plant II.

38
39 Mayor Lindstrom asked what the importance was of having Water Treatment Plant II back online.
40 Public Works/Parks and Recreation Director Peterson explained this would help the City in
41 meeting the high water demands during the summer. He stated over the past two summers the City
42 has not been able to reach critical water demands, while also providing the City with redundancy
43 within the water system.

44
45 City Administrator Zikmund commented this item was not in the public packet because it was not
46 a public document until the Council got done with the closed session meeting.

Council Member Gunn reviewed three minor changes to Resolution 9862 with staff.

MOTION/SECOND: Gunn/Cermak. To Waive the Reading and Adopt Resolution 9862, approving a tentative settlement agreement to resolve litigation relating to the 2019 Water Treatment Plant Rehabilitation Project as amended.

City Administrator Zikmund reported the settlement agreement compels the original contractor to repair the plant to get it up and running by May 15, 2024. He noted this agreement covers all of the City's out of pocket expenses for the repairs.

Michelle Weinberg, Kennedy & Graven, reported the alternative would have been for the City to spend over \$442,000 on repairs and to continue with litigation in hopes of recovering these expenses. She explained nothing would have been guaranteed in the case before a jury. She believed it was in the City's best interest to take the offer from the general contractor to make the repairs.

Mayor Lindstrom stated he supported the settlement agreement moving forward and he appreciated the fact the work would be done by May 15.

Ayes – 4 Nays – 0 Motion carried.

MOTION/SECOND: Gunn/Cermak. To Rescind Resolution 9747 and rejecting all bids the City received on December 19, 2023 for the repair of Water Treatment Plant II.

Ayes – 4 Nays – 0 Motion carried.

9. REPORTS

A. Reports of Mayor and Council.

Council Member Cermak reported the Mounds View Police Foundation would be meeting on Tuesday, January 16 at 5:30 p.m. at Hodges Park where the Daddy Daughter Dance would be discussed. She noted the dance would be held on Saturday, February 10.

Council Member Cermak noted she would be serving as the liaison to the Festival in the Park Committee in 2024.

Council Member Cermak explained the Irondale All Night Party Committee would be hosting a fundraiser at Dos Hermanos on Wednesday, January 17 from 4:30 p.m. to close.

Council Member Gunn reported the Tribute Park Committee would be meeting on Tuesday, January 9 at 6:30 p.m. at City Hall.

Council Member Meehlhause explained he would be attending an NYFS Governance Committee this meeting along with an NYFS Finance Committee meeting the next week. In addition, the

1 Convention Bureau Executive Committee would be meeting to review the proposed board's
2 bylaws.

3
4 Mayor Lindstrom stated he attended an 8 Cities meeting today and the group discussed Flock. He
5 explained New Brighton has a new taproom that just opened called the Northern Soda Company.

6
7 Mayor Lindstrom reported he testified in the senate earlier in 2023 on behalf of pardon reform. He
8 explained a part of this legislation being passed was the creation of a clemency commission for
9 people to review pardons. He stated the legislation changed the law in that obtaining a pardon used
10 to require a unanimous decision and now requires a majority decision. He noted there was a back
11 log of 1,500 applications at this time and noted he was proud to report he received one of the
12 governor's appointments to the clemency commission. He stated this appointment would run from
13 December 20, 2023 through January 4, 2027.

14
15 **B. Reports of Staff.**

16
17 Finance Director Bauman noted the auditors visited with City staff last week. She asked that the
18 Council fill out their conflict of interest forms and provide these to staff as soon as possible.

19
20 City Administrator Zikmund stated he has had some success in filling the permanent part-time
21 positions the City had open.

22
23 City Administrator Zikmund explained he has engaged with the fire departments recruitment and
24 retention coordinator to help with police department recruitment. He commented this individual
25 would be working with the City for the next six weeks to offer her assistance. He stated the goal
26 would be to assist with filling the four patrol vacancies the department had at this time.

27
28 City Administrator Zikmund stated the City would be holding public informational meetings on
29 the Tribute Park on Wednesday, January 31 at 10:30 a.m. and 6:00 p.m. at the Community Center.

30
31 City Administrator Zikmund commented on some upgrades and updates that would be made at the
32 police department and requested the Council allow him to spend up to \$6,000 on these upgrades.

33
34 MOTION/SECOND: Gunn/Meehlhause. To allow staff to spend up to \$6,000 to replace the
35 Sergeant's lockers within the Mounds View Police Department.

36
37 Ayes – 4 Nays – 0 Motion carried.

38
39 **C. Reports of City Attorney.**

40
41 City Attorney Riggs had nothing additional to report.

42
43 **10. Special Council Work Session: Monday, January 29, 2024, at 6:00 p.m.**
44 **Next Council Work Session: Monday, February 5, 2024, at 6:00 p.m.**
45 **Next Council Meeting: Monday, January 22, 2024, at 6:00 p.m.**

1
2 **11. ADJOURNMENT**
3

4 The meeting was adjourned at 8:01 p.m.
5

6 Transcribed by:
7

8 Heidi Guenther

9 *Minute Maker Secretarial*

1/11/2024 9:58 AM

DIRECT PAYABLES CHECK REGISTER

1st PAGE: 1

PACKET: 03596 Child Support
 VENDOR SET: 01 City of Mounds View
 BANK: PYBNK Western Bank

**** CHECK LISTING ****

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M7152		MN Child Support Payment Center						
	I-99520240111	Case #0015244278		R 1/11/2024		952.93	020445	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

1/11/2024 2:21 PM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03580 Ck Date 12-28-2023 - 7

VENDOR SET: 01 City of Mounds View

**** CHECK LISTING ****

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
H3000		HealthPartners Inc.						
	I-20020231228	Dental Expense	R	1/11/2024		748.62	020446	
	I-20020231412	Dental Expense	R	1/11/2024		4,293.32	020446	5,041.94

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	5,041.94	5,041.94
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	5,041.94	5,041.94

1/11/2024 9:46 AM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03595 Ck Date 01-11-2024 - 9

VENDOR SET: 01 City of Mounds View

*** DRAFT/OTHER LISTING ***

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E1200		EFTPS-Direct						
	I-T1 20240111	Income Tax W/H	D	1/11/2024		17,462.52	000630	
	I-T3 20240111	FICA W/H	D	1/11/2024		13,566.50	000630	
	I-T4 20240111	Medicare W/H	D	1/11/2024		5,381.50	000630	36,410.52
H1016		HSA Bank						
	I-12520240111	C1211 HSA CONTRIBUTIONS	D	1/11/2024		8,911.81	000631	8,911.81
I0025		ICMA Retirement Trust - 457						
	I-40020240111	Payroll W/H	D	1/11/2024		2,944.15	000632	
	I-40220240111	Roth Payroll W/H	D	1/11/2024		405.00	000632	
	I-40320240111	Payroll W/H	D	1/11/2024		441.08	000632	
	I-41520240111	Payroll W/H	D	1/11/2024		3,448.90	000632	7,239.13
M0658		MN State Retirement System						
	I-40120240111	#98995-01 MN	D	1/11/2024		2,727.70	000633	
	I-40420240111	#98995-01 MN ROTH	D	1/11/2024		150.00	000633	
	I-40520240111	#98995-01 MN	D	1/11/2024		133.55	000633	3,011.25
M7342		MN Dept of Revenue						
	I-T2 20240111	State Income Tax	D	1/11/2024		7,907.40	000634	7,907.40
P9250		Public Employees Retirement Ass						
	I-00120240111	PERA 643400	D	1/11/2024		15,052.73	000635	
	I-00220240111	PERP 643400	D	1/11/2024		23,812.25	000635	38,864.98

* * 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	102,345.09	102,345.09
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	102,345.09	102,345.09

1/11/2024 2:08 PM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03579 Ck Date 12-28-2023 = 6

VENDOR SET: 01 City of Mounds View

*** DRAFT/OTHER LISTING ***

BANK: PYBNK Western Bank

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
H3005		90 Degree Benefits						
	I-12020231228	Med Exp Sourcewell	D	1/03/2024		3,032.20	000636	
	I-12020231412	Med Exp Sourcewell	D	1/03/2024		54,905.68	000636	57,937.88

* * 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	57,937.88	57,937.88
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	57,937.88	57,937.88

VENDOR SET: 01 City of Mounds View

BANK: * ALL BANKS

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/23/2024			154228		
C-CHECK	VOID CHECK	V	1/23/2024			154229		
C-CHECK	VOID CHECK	V	1/23/2024			154230		
C-CHECK	VOID CHECK	V	1/23/2024			154231		
C-CHECK	VOID CHECK	V	1/23/2024			154253		
C-CHECK	VOID CHECK	V	1/23/2024			154256		
C-CHECK	VOID CHECK	V	1/23/2024			154257		
C-CHECK	VOID CHECK	V	1/23/2024			154269		

* * 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

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

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ROBINSON, CARL & CON							
I-000202401099458	US REFUND	R	1/23/2024			154212		
700 1152	UTILITY DELQ. RECIEVABLE	06-0970-01		152.67				152.67
1	BRUCE, DAWN							
I-000202401099459	US REFUND	R	1/23/2024			154213		
700 1152	UTILITY DELQ. RECIEVABLE	09-1630-00		44.17				44.17
1	GILLESPIE, WILLIAM M							
I-000202401179477	US REFUND	R	1/23/2024			154214		
700 1152	UTILITY DELQ. RECIEVABLE	12-0760-00		30.00				30.00
1	William Werner							
I-202401179478	UB Refund	R	1/23/2024			154215		
745 3730	SURFACE WATER CHARGES	William Werner: UB R		3.69				
700 2076	DUE TO STATE MN - SAFE WATER F	William Werner: UB R		0.56				
730 3720	SEWER CHARGES	William Werner: UB R		9.86				
700 3714	WATER SERVICE INSURANCE	William Werner: UB R		1.85				
740 3740	STREET LIGHT CHARGES	William Werner: UB R		1.03				
700 3710	WATER SALES	William Werner: UB R		4.84				21.83
A1020	Assn. of MN Building Officials							
I-202401169460	ICC Region III Training Class	R	1/23/2024			154216		
100 4180-3630	TRAINING & CONFERENCES	ICC Region III Train		1,050.00				1,050.00
A4150	Al Nahar Food Services LLC							
I-202401169471	EDA Forgivable Loan	R	1/23/2024			154217		
230 4650-9300	BUSINESS LOANS/SUBSIDIES	EDA Forgivable Loan		5,000.00				5,000.00
A7009	Applied Concepts, Inc.							
I-431255	Cable with Voltage Detection	R	1/23/2024			154218		
100 4200-1230	SUPPLIES, EQUIPMENT	Cable with Voltage D		129.00				129.00
A8220	Astleford International Trucks							
I-01P107982	PW #647 Fuel Filter	R	1/23/2024			154219		
745 4417-1230	SUPPLIES, EQUIPMENT	PW #647 Fuel Filter		71.68				71.68
B4056	Leah Vandecar							
I-202401169473	Supplies for Dec Events	R	1/23/2024			154220		
252 4732-1230	SUPPLIES, EQUIPMENT	Supplies for Dec Eve		246.72				
252 4730-1230	SUPPLIES, EQUIPMENT	Supplies for Dec Eve		27.01				273.73
B4835	Big Dipper Creamery							
I-202401169461	EDA Forgivable Loan	R	1/23/2024			154221		
230 4650-9300	BUSINESS LOANS/SUBSIDIES	EDA Forgivable Loan		5,000.00				5,000.00

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
B5053	Boulevard Apartments, Limited							
I-202312	TIF Note 2nd Half 2023	R	1/23/2024			154222		
441 4650-8010	DEBT, PRINCIPAL		TIF Note 2nd Half 20	16,047.42				
441 4650-8020	DEBT, INTEREST		TIF Note 2nd Half 20	10,084.28				26,131.70
C0080	Center for Energy and Environm							
I-23917	Oct - Dec 2023 Planner Visits	R	1/23/2024			154223		
230 4650-3030	OTHER PROFESSIONAL SERVICES		Oct - Dec 2023 Plann	100.00				100.00
C3221	Central Turf & Irrigation Supp							
I-6086234-00	CH Irrigation	R	1/23/2024			154224		
100 4460-1600	OPERATING SUPPLIES		CH Irrigation	676.93				676.93
C3255	Central Rental							
I-1-612364	Quincy & Co Rd I Manhole Rep	R	1/23/2024			154225		
745 4415-5150	REPAIRS, UTILITY		Quincy & Co Rd I Man	62.14				62.14
C4500	City Wide Facility Solutions							
I-32009021806	January, 2024 Janitorial Serv	R	1/23/2024			154226		
252 4350-3030	OTHER PROFESSIONAL SERVICES		January, 2024 Janito	1,141.48				
100 4460-3030	OTHER PROFESSIONAL SERVICES		January, 2024 Janito	2,290.12				3,431.60
C4510	Cintas - Chicago							
I-4177422678	Gray Mats, Napkins, etc	R	1/23/2024			154227		
252 4350-1600	OPERATING SUPPLIES		Gray Mats, Napkins,	32.18				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,EGray Mats, Napkins,			39.62				
252 4730-3030	OTHER PROFESSIONAL SERVICES		Gray Mats, Napkins,	62.97				
I-4178064171	Mats & Towels	R	1/23/2024			154227		
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			10.91				
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			1.77				
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.09				
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			1.20				
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			3.29				
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			1.83				
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.54				
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			5.00				
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.74				
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			5.66				
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			2.34				
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels			0.37				
I-4178260100	Gray Mats, Tablecovers etc.	R	1/23/2024			154227		
252 4350-1600	OPERATING SUPPLIES		Gray Mats, Tablecove	32.18				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,EGray Mats, Tablecove			39.62				
252 4730-3030	OTHER PROFESSIONAL SERVICES		Gray Mats, Tablecove	6.97				
I-4178503077	Uniforms & Clothing	R	1/23/2024			154227		
100 4360-2400	UNIFORM & CLOTHING		Uniforms & Clothing	33.55				
100 4410-2400	UNIFORM & CLOTHING		Uniforms & Clothing	3.80				
100 4460-2400	UNIFORMS & CLOTHING		Uniforms & Clothing	0.43				

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

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

VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
C4510	Cintas - Chicago	CONT							
I-4178503077	Uniforms & Clothing	R	1/23/2024				154227		
100 4465-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			5.32				
100 4470-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			11.83				
100 4472-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			8.14				
100 4475-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			2.50				
700 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing			17.48				
700 4825-2400	UNIFORM & CLOTHING	Uniforms & Clothing			3.26				
730 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing			19.98				
745 4415-2400	UNIFORM & CLOTHING	Uniforms & Clothing			8.47				
745 4417-2400	UNIFORM & CLOTHING	Uniforms & Clothing			1.63				
I-4178845842	Mats & Towels	R	1/23/2024				154227		
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				14.53				
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				2.89				
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				0.14				
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				1.96				
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				5.36				
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				2.98				
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				0.88				
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				8.15				
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				1.21				
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				9.22				
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				3.82				
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,EMats & Towels				0.60				
I-4178900811	Napkins, Tablecovers, etc	R	1/23/2024				154227		
252 4350-1600	OPERATING SUPPLIES	Napkins, Tablecovers			88.48				
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,ENapkins, Tablecovers				39.62				
252 4730-3030	OTHER PROFESSIONAL SERVICES	Napkins, Tablecovers			6.67				
I-4179210310	Uniforms & Clothing	R	1/23/2024				154227		
100 4360-2400	UNIFORM & CLOTHING	Uniforms & Clothing			33.55				
100 4410-2400	UNIFORM & CLOTHING	Uniforms & Clothing			3.80				
100 4460-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			0.43				
100 4465-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			5.32				
100 4470-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			11.83				
100 4472-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			8.14				
100 4475-2400	UNIFORMS & CLOTHING	Uniforms & Clothing			2.50				
700 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing			17.48				
700 4825-2400	UNIFORM & CLOTHING	Uniforms & Clothing			3.26				
730 4823-2400	UNIFORM & CLOTHING	Uniforms & Clothing			19.98				
745 4415-2400	UNIFORM & CLOTHING	Uniforms & Clothing			8.47				
745 4417-2400	UNIFORM & CLOTHING	Uniforms & Clothing			1.63				666.57
C6900	Compass Minerals America								
I-1274911	2024 Road Salt	R	1/23/2024				154232		
100 4472-1600	OPERATING SUPPLIES	2024 Road Salt			7,232.36				7,232.36

VENDOR SET: 01 City of Mounds View

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C7600	Cottens, Inc.							
C-400415	Core Deposit Refund	R	1/23/2024			154233		
745 4417-1230	SUPPLIES, EQUIPMENT	Core Deposit Refund		62.00CR				
I-400035	PW #647 Air Dryer	R	1/23/2024			154233		
745 4417-1230	SUPPLIES, EQUIPMENT	PW #647 Air Dryer		121.98				59.98
D2020	David Bank Studios							
I-0564	Pics Facility & Programs	R	1/23/2024			154234		
100 4110-3900	GRANTS TO OTHER ORGANIZATIONS Pics Facility & Prog			1,000.00				1,000.00
D2610	MN Dept of Employment & Econom							
I-202401179475	4th Qtr Unemployment, RM & JL	R	1/23/2024			154235		
252 4730-0600	UNEMPLOYMENT	J.Larsen 4th Qtr Pmt		193.86				
730 4823-0600	UNEMPLOYMENT	R.Montero 4th Qtr Pm		8,060.00				8,253.86
E5435	Environmental Equipment & Serv							
I-23534	PW #647 Seals, Curtains, etc.	R	1/23/2024			154236		
745 4417-1600	OPERATING SUPPLIES	PW #647 Seals, Curta		3,995.50				
745 4417-1230	SUPPLIES, EQUIPMENT	PW #647 Seals, Curta		2,000.00				5,995.50
F1010	Factory Motor Parts Co.							
I-1-9323143	PW #647 Headlight Plugin	R	1/23/2024			154237		
745 4417-1230	SUPPLIES, EQUIPMENT	PW #647 Headlight Pl		9.98				9.98
F1095	Ferguson WaterWorks #2518							
I-0524829	Repair Parts for Water Main	R	1/23/2024			154238		
700 4823-5130	REPAIRS, EQUIPMENT	Repair Parts for Wat		797.42				797.42
F2068	FleetPride							
I-113482785	PW #836 Cab Level Valve	R	1/23/2024			154239		
730 4823-1220	SUPPLIES, VEHICLES	PW #836 Cab Level Va		74.98				74.98
F6010	PreCise MRM, LLC							
I-IN200-1046496	5 MB Flat Data Plan	R	1/23/2024			154240		
100 4472-3100	Telephone	5 MB Flat Data Plan		234.00				234.00
F7300	Freeway Towing							
I-202401169463	Case#21011545-Forfeiture	R	1/23/2024			154241		
225 4200-3030	OTHER PROFESSIONAL SERVICES	Case#21011545-Forfei		345.59				345.59
G1000	Game Time							
I-PJI-0220694	Playground Equipment	R	1/23/2024			154242		
100 4360-1230	SUPPLIES, EQUIPMENT	Playground Equipment		362.83				362.83

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
G5600	Gopher State One-Call, Inc.							
I-3120618	Locates	R	1/23/2024			154243		
700 4823-3030	OTHER PROFESSIONAL SERVICES	Locates		27.00				
730 4823-3030	OTHER PROFESSIONAL SERVICES	Locates		27.00				54.00
H3045	Hennepin Technical College							
I-202401189480	Vehicle Inspect.ReCert. Class	R	1/23/2024			154244		
100 4465-3630	TRAINING & CONFERENCES	Vehicle Inspect.ReCe		110.00				110.00
H3056	Nick Henly							
I-202401169464	Embroidery 3 Shirts & 2 Hats	R	1/23/2024			154245		
100 4180-2400	UNIFORM & CLOTHING	Embroidery 3 Shirts		51.02				51.02
H4045	Hirshfield's, Inc.							
I-28125381	Paint	R	1/23/2024			154246		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	Paint		288.26				
I-28125395	Paint	R	1/23/2024			154246		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	Paint		177.40				465.66
H7302	Home Depot Pro - Dallas							
I-781840046	3 Key F/Tamper Switch	R	1/23/2024			154247		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	3 Key F/Tamper Sitch		29.68				
I-781840053	3 Switch Tog Lock	R	1/23/2024			154247		
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	3 Switch Tog Lock		32.62				
I-782378012	Wavebrake Side/Prs	R	1/23/2024			154247		
252 4350-1600	OPERATING SUPPLIES	Wavebrake Side/Prs		91.04				
I-782610612	Janitor Cart w/Zip Vinyl Bag	R	1/23/2024			154247		
252 4350-1600	OPERATING SUPPLIES	Janitor Cart w/Zip V		184.57				337.91
I6560	Innovative Office Solutions, L							
I-IN4423677	Office Supplies	R	1/23/2024			154248		
700 4823-1600	OPERATING SUPPLIES	Office Supplies		42.63				
730 4823-1600	OPERATING SUPPLIES	Office Supplies		42.64				
I-IN4427048	Mechanics Printer	R	1/23/2024			154248		
100 4460-1600	OPERATING SUPPLIES	Mechanics Printer		270.91				
I-IN4427049	Mechanics Printer	R	1/23/2024			154248		
100 4460-1600	OPERATING SUPPLIES	Mechanics Printer		31.39				387.57
I6680	Instrumental Research, Inc.							
I-5360	Dec Water Testing & Spec Rpt	R	1/23/2024			154249		
700 4825-3030	OTHER PROFESSIONAL SERVICES	Dec Water Testing &		205.00				205.00
I6827	Integrity Employee Benefits, L							
I-BC225	Shared Service Cost Benefits	R	1/23/2024			154250		
100 4160-3030	OTHER PROFESSIONAL SERVICES	Shared Service Cost		1,029.60				1,029.60

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
K2100	Katrina E. Joseph							
I-0069	Dec 2023 Legal Services	R	1/23/2024			154251		
100 4200-3020	PROSECUTING ATTORNEY SERVICES	Dec 2023 Legal Servi		6,125.00				6,125.00
K3000	Kennedy & Graven, Chartered							
I-179181	Retainer - December	R	1/23/2024			154252		
100 4160-3010	GENERAL LEGAL SERVICES	Retainer - December		2,045.86				
I-179182	EDA - December	R	1/23/2024			154252		
230 2320	DEPOSIT PAYABLE	MWF Properties Proj		893.59				
230 4650-3030	OTHER PROFESSIONAL SERVICES	2716 Hillview Road		894.23				
230 4650-3030	OTHER PROFESSIONAL SERVICES	2833 Mounds View Blv		1,178.09				
I-179183	Non Retainer - December	R	1/23/2024			154252		
100 4160-3010	GENERAL LEGAL SERVICES	General Employment M		494.50				
700 4823-7050	CONSTRUCTION	Water Treatment Plan		430.00				
100 4160-3010	GENERAL LEGAL SERVICES	City Council Meeting		22.93				
100 4160-3010	GENERAL LEGAL SERVICES	Enforcement - 5661 Q		107.50				
100 4160-3010	GENERAL LEGAL SERVICES	Organized Collection		6,196.16				
100 4140-3030	OTHER PROFESSIONAL SERVICES	Special Election		2,343.50				
745 4415-3030	OTHER PROFESSIONAL SERVICES	PFA Settlements		59.22				
100 2320	DEPOSIT PAYABLE	Wilcox (Alexander Ga		87.60				
100 4160-3010	GENERAL LEGAL SERVICES	LEP Policy		236.50				
100 4160-3010	GENERAL LEGAL SERVICES	Petition - Org Waste		64.50				15,054.18
K5055	Kurth Surveying, Inc.							
I-202401169465	As-Built Survery 2925 Co Rd H2	R	1/23/2024			154254		
100 2320	DEPOSIT PAYABLE	As-Built Survery 292		1,000.00				1,000.00
L5015	League of Minnesota Cities Ins							
I-10002793.0124	Work Comp Q1	R	1/23/2024			154255		
100 4100-0500	WORKERS COMPENSATION	Work Comp Q1		32.12				
100 4130-0500	WORKERS COMPENSATION	Work Comp Q1		465.77				
100 4150-0500	WORKERS COMPENSATION	Work Comp Q1		315.87				
100 4180-0500	WORKERS COMPENSATION	Work Comp Q1		553.21				
100 4200-0500	WORKERS COMPENSATION	Work Comp Q1		42,766.98				
100 4360-0500	WORKERS COMPENSATION	Work Comp Q1		4,099.14				
100 4380-0500	WORKERS COMPENSATION	Work Comp Q1		116.00				
100 4410-0500	WORKERS COMPENSATION	Work Comp Q1		480.05				
100 4460-0500	WORKERS COMPENSATION	Work Comp Q1		214.15				
100 4465-0500	WORKERS COMPENSATION	Work Comp Q1		414.02				
100 4470-0500	WORKERS COMPENSATION	Work Comp Q1		1,936.25				
100 4472-0500	WORKERS COMPENSATION	Work Comp Q1		1,236.70				
100 4475-0500	WORKERS COMPENSATION	Work Comp Q1		374.76				
210 4350-0500	WORKERS COMPENSATION	Work Comp Q1		46.40				
230 4650-0500	WORKERS COMPENSATION	Work Comp Q1		240.92				
252 4350-0500	WORKERS COMPENSATION	Work Comp Q1		997.57				
252 4730-0500	WORKERS COMPENSATION	Work Comp Q1		763.79				
252 4732-0500	WORKERS COMPENSATION	Work Comp Q1		1,120.70				
255 4350-0500	WORKERS COMPENSATION	Work Comp Q1		45.15				

VENDOR SET: 01 City of Mounds View

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
L5015	League of Minnesota CiCONT							
I-10002793.0124	Work Comp Q1	R	1/23/2024			154255		
290 4420-0500	WORKERS COMPENSATION	Work Comp Q1		23.20				
700 4820-0500	WORKERS COMPENSATION	Work Comp Q1		87.44				
700 4823-0500	WORKERS COMPENSATION	Work Comp Q1		1,618.60				
700 4825-0500	WORKERS COMPENSATION	Work Comp Q1		237.35				
730 4820-0500	WORKERS COMPENSATION	Work Comp Q1		87.44				
730 4823-0500	WORKERS COMPENSATION	Work Comp Q1		3,276.45				
740 4416-0500	WORKERS COMPENSATION	Work Comp Q1		94.58				
745 4415-0500	WORKERS COMPENSATION	Work Comp Q1		667.43				
745 4417-0500	WORKERS COMPENSATION	Work Comp Q1		165.96				
I-10003051.0124	Prop/Casualty Q1	R	1/23/2024			154255		
100 4100-4800	INSURANCE & BONDS	Prop/Casualty Q1		206.27				
100 4160-4800	INSURANCE & BONDS	Prop/Casualty Q1		4,761.39				
100 4200-4800	INSURANCE & BONDS	Prop/Casualty Q1		12,936.81				
100 4360-4800	INSURANCE & BONDS	Prop/Casualty Q1		3,491.79				
100 4460-4800	INSURANCE & BONDS	Prop/Casualty Q1		1,745.89				
100 4470-4800	INSURANCE & BONDS	Prop/Casualty Q1		1,523.63				
230 4650-4800	INSURANCE & BONDS	Prop/Casualty Q1		206.02				
252 4350-4800	INSURANCE & BONDS	Prop/Casualty Q1		2,602.96				
252 4730-4800	INSURANCE & BONDS	Prop/Casualty Q1		666.55				
252 4732-4800	INSURANCE & BONDS	Prop/Casualty Q1		1,277.60				
252 4736-4800	INSURANCE & BONDS	Prop/Casualty Q1		444.29				
700 4823-4800	INSURANCE & BONDS	Prop/Casualty Q1		3,247.27				
730 4823-4800	INSURANCE & BONDS	Prop/Casualty Q1		2,317.19				
740 4416-4800	INSURANCE & BONDS	Prop/Casualty Q1		285.77				
745 4415-4800	INSURANCE & BONDS	Prop/Casualty Q1		793.57				98,985.00
L5020	League of Minnesota Cities							
I-398950	2024 City Day on the Hill	R	1/23/2024			154258		
100 4100-3630	TRAINING & CONFERENCES	2024 City Day Hill S		250.00				
100 4130-3630	TRAINING & CONFERENCES	2024 City Day Hill N		125.00				375.00
M0468	MN DNR Eco-Waters							
I-202401189479	2024 Annual Water Use Permit	R	1/23/2024			154259		
700 4825-3030	OTHER PROFESSIONAL SERVICES	2024 Annual Water Us		7,842.29				7,842.29
M1503	Martin Marietta							
I-41408647	Clean Dry Fill for Serv Repair	R	1/23/2024			154260		
700 4823-5150	REPAIRS, UTILITY	Clean Dry Fill for S		1,835.48				
700 4823-5155	REPAIR, WATER SERVICE	Clean Dry Fill for S		1,835.48				3,670.96
M1505	Martin-McAllister Consulting P							
I-15846	Assessment & Evaluation	R	1/23/2024			154261		
100 4160-3030	OTHER PROFESSIONAL SERVICES	Assessment & Evaluat		1,350.00				1,350.00

VENDOR SET: 01 City of Mounds View

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
M3021	Medtronic, Inc.							
I-202312	TIF Note 2nd Half 2023	R	1/23/2024			154262		
450 4650-8010	DEBT, PRINCIPAL	TIF Note 2nd Half 20		407,598.98				
450 4650-8020	DEBT, INTEREST	TIF Note 2nd Half 20		415,533.44				823,132.42
M3505	Menards - Blaine							
I-62473	Shop-Ice Machine Install	R	1/23/2024			154263		
100 4460-5110	REPAIRS, BUILDINGS & GROUNDS	Shop-Ice Machine Ins		11.48				
I-62806	Tools for Benches, MV Blvd	R	1/23/2024			154263		
100 4470-1600	OPERATING SUPPLIES	Tools for Benches, M		52.98				64.46
M4451	Metro Cities							
I-1751	Membership Dues	R	1/23/2024			154264		
100 4160-3610	MEMBERSHIPS	Membership Dues		5,158.00				5,158.00
M5300	Midway Ford Company							
C-CM808812	Battery Core Return	R	1/23/2024			154265		
100 4465-1220	SUPPLIES, VEHICLES	Battery Core Return		32.00CR				
I-614072	PD #191 Alignment	R	1/23/2024			154265		
100 4465-5120	REPAIRS, VEHICLES	PD #191 Alignment		99.95				
I-809301	PD #191 Dipstick O Ring	R	1/23/2024			154265		
100 4465-1220	SUPPLIES, VEHICLES	PD #191 Dipstick O R		6.08				
I-810360	PD #192 Weather Strip	R	1/23/2024			154265		
100 4465-1220	SUPPLIES, VEHICLES	PD #192 Weather Stri		111.10				185.13
M6300	Minneapolis Saw Company, Inc.							
I-175201	Forestry Blades & Supplies	R	1/23/2024			154266		
100 4380-1200	SUPPLIES, LANDSCAPING	Forestry Blades & Su		146.45				146.45
M8225	Motorola Solutions, Inc.							
I-8281623662	4RE Display Unit	R	1/23/2024			154267		
225 4200-1230	SUPPLIES, EQUIPMENT	4RE Display Unit		750.00				750.00
M8500	City of Mounds View							
I-202401169474	4th Qtr Utility Billing	R	1/23/2024			154268		
252 4350-3200	WATER & SEWER	5394 Edgewood Drive		2,310.02				
100 4360-3200	WATER & SEWER	Silver View Park IRR		951.96				
100 4360-3200	WATER & SEWER	Groveland Park		45.03				
100 4460-3200	WATER & SEWER	Public Works Bldg		169.23				
100 4360-3200	WATER & SEWER	Greenfield Park		131.43				
100 4360-3200	WATER & SEWER	City Hall Irrigation		23.43				
700 4823-3200	WATER & SEWER	Well #2 Irrigation		23.43				
700 4823-3200	WATER & SEWER	Booster Station Irri		23.43				
100 4360-3200	WATER & SEWER	5100 Long Lake Road		23.43				
100 4360-3200	WATER & SEWER	Hillview Park		74.73				
100 4360-3200	WATER & SEWER	Hodges Park		90.93				
255 4350-3200	WATER & SEWER	Lakeside Park		23.43				
100 4360-3200	WATER & SEWER	Silver View Park		23.43				

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
M8500	City of Mounds View CONT							
I-202401169474	4th Qtr Utility Billing	R	1/23/2024			154268		
700 4823-3200	WATER & SEWER		7545 Groveland Road	23.43				
100 4460-3200	WATER & SEWER		City Hall Building	88.23				
100 4360-3200	WATER & SEWER		Oakwood Park	23.43				
100 4360-3200	WATER & SEWER		Splash Pad	1,023.24				5,072.24
N5820	North Suburban Access Corporat							
I-2023-247	Dec Muni Mtg AV Services	R	1/23/2024			154270		
210 4350-3030	OTHER PROFESSIONAL SERVICES		Dec Muni Mtg AV Serv	746.41				746.41
N7007	Northland Temporaries							
I-857062	12-17-2023 Janitorial Service	R	1/23/2024			154271		
252 4730-3030	OTHER PROFESSIONAL SERVICES		12-17-2023 Janitoria	243.00				
252 4350-3030	OTHER PROFESSIONAL SERVICES		12-17-2023 Janitoria	810.00				
I-857097	12-24-23 Janitorial Service	R	1/23/2024			154271		
252 4350-3030	OTHER PROFESSIONAL SERVICES		12-24-23 Janitorial	810.00				
I-857111	12-31-2023 Janitorial Service	R	1/23/2024			154271		
252 4350-3030	OTHER PROFESSIONAL SERVICES		12-31-2023 Janitoria	648.00				2,511.00
O1030	O'Neill Electric Inc							
I-10195	CH Breaker Replacement Rep.	R	1/23/2024			154272		
100 4460-5110	REPAIRS, BUILDINGS & GROUNDS		CH Breaker Replaceme	545.25				
I-10277	Compressor Well 6 Repair	R	1/23/2024			154272		
700 4823-1230	SUPPLIES, EQUIPMENT		Compressor Well 6 Re	232.54				777.79
O5100	Office of MNIT Services							
I-W23120563	Dec, 2023 Language Line	R	1/23/2024			154273		
100 4200-3055	INFORMATION SYSTEM FEES		Dec, 2023 Language L	177.45				177.45
O5531	Optum Health							
I-0001543661	Dec 2023 COBRA Fee	R	1/23/2024			154274		
100 4160-3030	OTHER PROFESSIONAL SERVICES		Dec 2023 COBRA Fee	65.75				65.75
O5535	O'Reilly Auto Parts							
C-3298-161763	Cartridge Returned	R	1/23/2024			154275		
745 4417-1230	SUPPLIES, EQUIPMENT		Cartridge Returned	116.24CR				
I-3298-161688	PW #647 Filters	R	1/23/2024			154275		
745 4417-1230	SUPPLIES, EQUIPMENT		PW #647 Filters	599.04				482.80
O8025	Otter Lake Animal Care Center							
I-243105	Dog Boarding & Rescue Fee	R	1/23/2024			154276		
100 4200-3080	VETERINARY SERVICES		Dog Boarding & Rescu	135.00				135.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
P3765	Petsmart							
I-202401169466	Ace Dog Food	R	1/23/2024			154277		
100 4200-1600	OPERATING SUPPLIES	Ace Dog Food		91.97				91.97
R3002	Ramsey County							
I-EMCOM-011367	Dec RC Fleet Support	R	1/23/2024			154278		
100 4200-5100	REPAIRS, COMPUTERS	Dec RC Fleet Support		177.84				
I-EMCOM-011382	December Support Fee	R	1/23/2024			154278		
100 4200-5100	REPAIRS, COMPUTERS	December Support Fee		21.84				
I-EMCOM-011397	December CAD Services	R	1/23/2024			154278		
100 4200-3050	DISPATCHING - CONTRACTUAL	December CAD Service		1,127.21				
I-EMCOM-011413	Dec 911 Dispatch Services	R	1/23/2024			154278		
100 4200-3050	DISPATCHING - CONTRACTUAL	Dec 911 Dispatch Ser		6,774.39				8,101.28
R3027	Ramsey County Attorney's Office							
I-202401169467	Case #21011545 Forfeiture	R	1/23/2024			154279		
225 4200-3030	OTHER PROFESSIONAL SERVICES	Case #21011545 Forfe		278.01				278.01
R3028	Ramsey County Chiefs of Police							
I-2024-4	Membership Dues	R	1/23/2024			154280		
100 4200-3610	MEMBERSHIPS	Membership Dues		400.00				400.00
R6000	Revize LLC							
I-17485	1-15-24 to 1-14-25 CMS Updates	R	1/23/2024			154281		
100 4160-3030	OTHER PROFESSIONAL SERVICES	1-15-24 to 1-14-25 C		2,760.00				2,760.00
R6007	Revolutionary Sports							
I-0540	Nov 16 to Dec 14 Classes	R	1/23/2024			154282		
252 4732-3030	OTHER PROFESSIONAL SERVICES	Nov 16 to Dec 14 Cla		591.50				591.50
R7265	Rotary Club of New Brighton							
I-1361	Jan-Mar 2024 Dues	R	1/23/2024			154283		
100 4160-3610	MEMBERSHIPS	Jan-Mar 2024 Dues		197.00				197.00
S3831	Isaiah Schoeman							
I-202401169468	Work Boots I.S.	R	1/23/2024			154284		
100 4180-2400	UNIFORM & CLOTHING	Work Boots I.S.		124.99				124.99
S4224	Sensible Office Solutions							
I-0061391-001	Window Envelopes	R	1/23/2024			154285		
100 4160-1110	STATIONERY	Window Envelopes		323.70				
I-0061429-001	Imprinted Labels	R	1/23/2024			154285		
100 4160-1110	STATIONERY	Imprinted Labels		105.50				429.20

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
S4305	Nathan Sheferaw							
I-202401049457	EDA Forgivable Loan	R	1/23/2024			154286		
230 4650-9300	BUSINESS LOANS/SUBSIDIES	EDA Forgivable Loan		5,000.00				5,000.00
S8000	Star Tribune							
I-202401169469	1-8-24 to 4-8-24 Newspaper	R	1/23/2024			154287		
100 4160-2100	BOOKS & PERIODICALS	1-8-24 to 4-8-24 New		88.95				88.95
S8021	State of Minnesota							
I-202401169470	9 DOT Decals	R	1/23/2024			154288		
100 4465-3610	MEMBERSHIPS	9 DOT Decals		18.00				18.00
S8022	State of MN Dept. of Public S							
I-2040002023M-135079	2023 Hazard Chemical Report	R	1/23/2024			154289		
700 4825-3030	OTHER PROFESSIONAL SERVICES	Annual Hazard Chemic		100.00				100.00
S8510	Stop Stick, LTD.							
I-2024-28628	Stop Sticks & Accessory Eq	R	1/23/2024			154290		
480 4200-1230	SUPPLIES - EQUIPMENT	Stop Sticks & Access		2,773.00				2,773.00
S8802	Streicher's - Minneapolis							
I-II674505	5 Gun Light: ProTac Mount 2	R	1/23/2024			154291		
480 4200-1230	SUPPLIES - EQUIPMENT	5 Gun Light: ProTac		695.00				
I-II674727	Gun Light: ProTac Mount 2	R	1/23/2024			154291		
480 4200-1230	SUPPLIES - EQUIPMENT	Gun Light: ProTac Mo		139.00				834.00
S9000	Surly Ultimate Clubs, LLC							
I-9079	Ultimate Camp	R	1/23/2024			154292		
252 4732-3030	OTHER PROFESSIONAL SERVICES	Ultimate Camp		135.00				135.00
T5000	Toll Gas & Welding Supply							
I-10546585	Welding Supplies	R	1/23/2024			154293		
700 4823-1250	SUPPLIES, UTILITIES	Welding Supplies		90.77				
730 4823-1250	SUPPLIES, UTILITIES	Welding Supplies		90.77				181.54
T5019	Rise LLC							
I-1016	December Car Washes	R	1/23/2024			154294		
100 4200-1700	MOTOR FUELS & LUBRICANTS	December Car Washes		48.00				48.00
T6022	Trane U.S. Inc.							
I-314224974	1st Qtr BAS Maint. & Inspec	R	1/23/2024			154295		
252 4350-5130	REPAIRS, EQUIPMENT	1st Qtr BAS Maint. &		3,374.50				3,374.50

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
T7125	Tyler Technologies, Inc.							
I-025-447608	Annual Maintenance	R	1/23/2024			154296		
700 4823-7030	EQUIPMENT	New Meter Interface		12,000.00				
700 4820-5130	REPAIRS, EQUIPMENT	Annual Maintenance		125.00				
730 4820-5130	REPAIRS, EQUIPMENT	Annual Maintenance		125.00				
I-025-447613	Water Meter One Time Fee	R	1/23/2024			154296		
700 4823-7030	EQUIPMENT	Water Meter One Time		7,200.00				
I-025-448782	2024 Annual Maintenance	R	1/23/2024			154296		
700 4820-5130	REPAIRS, EQUIPMENT	2024 Annual Maintena		1,605.00				
730 4820-5130	REPAIRS, EQUIPMENT	2024 Annual Maintena		1,605.00				22,660.00
T7450	Tubman							
I-2024-1	2024 Services	R	1/23/2024			154297		
100 4200-3030	OTHER PROFESSIONAL SERVICES	2024 Services		25,500.00				25,500.00
W1200	Warning Lites of Minnesota, In							
I-23-05664	Quincy & Cty Rd I Manhole Rep	R	1/23/2024			154298		
745 4415-5150	REPAIRS, UTILITY	Quincy & Cty Rd I Ma		325.00				325.00
W1602	Water Conservation Service, In							
I-13732	Leak Locates, 12-20 & 12-25	R	1/23/2024			154299		
700 4823-5150	REPAIRS, UTILITY	Main Repair, 8424 Kn		441.20				
700 4823-5155	REPAIR, WATER SERVICE	2621 Clearview Dec 2		441.20				882.40
Z2050	Benjamin Zender							
I-202401179476	PD Gym Equipment	R	1/23/2024			154300		
100 4200-1230	SUPPLIES, EQUIPMENT	PD Gym Equipment		245.00				245.00
Z5000	Tritech Software Systems							
I-400797	Records Mgmt Sys & Tckt Writer	R	1/23/2024			154301		
100 4200-5100	REPAIRS, COMPUTERS	Records Mgmt Sys & T		31,966.34				31,966.34

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	82	1,150,762.29	0.00	1,150,762.29
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 2320	DEPOSIT PAYABLE	1,087.60
100 4100-0500	WORKERS COMPENSATION	32.12
100 4100-3630	TRAINING & CONFERENCES	250.00
100 4100-4800	INSURANCE & BONDS	206.27
100 4110-3900	GRANTS TO OTHER ORGANIZATIONS	1,000.00
100 4130-0500	WORKERS COMPENSATION	465.77
100 4130-3630	TRAINING & CONFERENCES	125.00
100 4140-3030	OTHER PROFESSIONAL SERVICES	2,343.50
100 4150-0500	WORKERS COMPENSATION	315.87
100 4160-1110	STATIONERY	429.20
100 4160-2100	BOOKS & PERIODICALS	88.95
100 4160-3010	GENERAL LEGAL SERVICES	9,167.95
100 4160-3030	OTHER PROFESSIONAL SERVICES	5,205.35
100 4160-3610	MEMBERSHIPS	5,355.00
100 4160-4800	INSURANCE & BONDS	4,761.39
100 4180-0500	WORKERS COMPENSATION	553.21
100 4180-2400	UNIFORM & CLOTHING	176.01
100 4180-3630	TRAINING & CONFERENCES	1,050.00
100 4200-0500	WORKERS COMPENSATION	42,766.98
100 4200-1230	SUPPLIES, EQUIPMENT	374.00
100 4200-1600	OPERATING SUPPLIES	91.97
100 4200-1700	MOTOR FUELS & LUBRICANTS	48.00
100 4200-3020	PROSECUTING ATTORNEY SERVICES	6,125.00
100 4200-3030	OTHER PROFESSIONAL SERVICES	25,500.00
100 4200-3050	DISPATCHING - CONTRACTUAL	7,901.60
100 4200-3055	INFORMATION SYSTEM FEES	177.45
100 4200-3080	VETERINARY SERVICES	135.00
100 4200-3610	MEMBERSHIPS	400.00
100 4200-4800	INSURANCE & BONDS	12,936.81
100 4200-5100	REPAIRS, COMPUTERS	32,166.02
100 4360-0500	WORKERS COMPENSATION	4,099.14
100 4360-1230	SUPPLIES, EQUIPMENT	362.83
100 4360-2400	UNIFORM & CLOTHING	67.10
100 4360-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	25.44
100 4360-3200	WATER & SEWER	2,411.04
100 4360-4800	INSURANCE & BONDS	3,491.79
100 4380-0500	WORKERS COMPENSATION	116.00
100 4380-1200	SUPPLIES, LANDSCAPING	146.45
100 4410-0500	WORKERS COMPENSATION	480.05
100 4410-2400	UNIFORM & CLOTHING	7.60
100 4410-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	4.66
100 4460-0500	WORKERS COMPENSATION	214.15
100 4460-1600	OPERATING SUPPLIES	979.23
100 4460-2400	UNIFORMS & CLOTHING	0.86
100 4460-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	0.23
100 4460-3030	OTHER PROFESSIONAL SERVICES	2,290.12

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 4460-3200	WATER & SEWER	257.46
100 4460-4800	INSURANCE & BONDS	1,745.89
100 4460-5110	REPAIRS, BUILDINGS & GROUNDS	556.73
100 4465-0500	WORKERS COMPENSATION	414.02
100 4465-1220	SUPPLIES, VEHICLES	85.18
100 4465-2400	UNIFORMS & CLOTHING	10.64
100 4465-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	3.16
100 4465-3610	MEMBERSHIPS	18.00
100 4465-3630	TRAINING & CONFERENCES	110.00
100 4465-5120	REPAIRS, VEHICLES	99.95
100 4470-0500	WORKERS COMPENSATION	1,936.25
100 4470-1600	OPERATING SUPPLIES	52.98
100 4470-2400	UNIFORMS & CLOTHING	23.66
100 4470-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	8.65
100 4470-4800	INSURANCE & BONDS	1,523.63
100 4472-0500	WORKERS COMPENSATION	1,236.70
100 4472-1600	OPERATING SUPPLIES	7,232.36
100 4472-2400	UNIFORMS & CLOTHING	16.28
100 4472-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	4.81
100 4472-3100	Telephone	234.00
100 4475-0500	WORKERS COMPENSATION	374.76
100 4475-2400	UNIFORMS & CLOTHING	5.00
100 4475-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	1.42
	*** FUND TOTAL ***	191,884.24
210 4350-0500	WORKERS COMPENSATION	46.40
210 4350-3030	OTHER PROFESSIONAL SERVICES	746.41
	*** FUND TOTAL ***	792.81
225 4200-1230	SUPPLIES, EQUIPMENT	750.00
225 4200-3030	OTHER PROFESSIONAL SERVICES	623.60
	*** FUND TOTAL ***	1,373.60
230 2320	DEPOSIT PAYABLE	893.59
230 4650-0500	WORKERS COMPENSATION	240.92
230 4650-3030	OTHER PROFESSIONAL SERVICES	2,172.32
230 4650-4800	INSURANCE & BONDS	206.02
230 4650-9300	BUSINESS LOANS/SUBSIDIES	15,000.00
	*** FUND TOTAL ***	18,512.85
252 4350-0500	WORKERS COMPENSATION	997.57
252 4350-1600	OPERATING SUPPLIES	428.45
252 4350-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	118.86
252 4350-3030	OTHER PROFESSIONAL SERVICES	3,409.48
252 4350-3200	WATER & SEWER	2,310.02
252 4350-4800	INSURANCE & BONDS	2,602.96

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	527.96
252 4350-5130	REPAIRS, EQUIPMENT	3,374.50
252 4730-0500	WORKERS COMPENSATION	763.79
252 4730-0600	UNEMPLOYMENT	193.86
252 4730-1230	SUPPLIES, EQUIPMENT	27.01
252 4730-3030	OTHER PROFESSIONAL SERVICES	319.61
252 4730-4800	INSURANCE & BONDS	666.55
252 4732-0500	WORKERS COMPENSATION	1,120.70
252 4732-1230	SUPPLIES, EQUIPMENT	246.72
252 4732-3030	OTHER PROFESSIONAL SERVICES	726.50
252 4732-4800	INSURANCE & BONDS	1,277.60
252 4736-4800	INSURANCE & BONDS	444.29
	*** FUND TOTAL ***	19,556.43
255 4350-0500	WORKERS COMPENSATION	45.15
255 4350-3200	WATER & SEWER	23.43
	*** FUND TOTAL ***	68.58
290 4420-0500	WORKERS COMPENSATION	23.20
	*** FUND TOTAL ***	23.20
441 4650-8010	DEBT, PRINCIPAL	16,047.42
441 4650-8020	DEBT, INTEREST	10,084.28
	*** FUND TOTAL ***	26,131.70
450 4650-8010	DEBT, PRINCIPAL	407,598.98
450 4650-8020	DEBT, INTEREST	415,533.44
	*** FUND TOTAL ***	823,132.42
480 4200-1230	SUPPLIES - EQUIPMENT	3,607.00
	*** FUND TOTAL ***	3,607.00
700 1152	UTILITY DELQ. RECIEVABLE	226.84
700 2076	DUE TO STATE MN - SAFE WATER F	0.56
700 3710	WATER SALES	4.84
700 3714	WATER SERVICE INSURANCE	1.85
700 4820-0500	WORKERS COMPENSATION	87.44
700 4820-5130	REPAIRS, EQUIPMENT	1,730.00
700 4823-0500	WORKERS COMPENSATION	1,618.60
700 4823-1230	SUPPLIES, EQUIPMENT	232.54
700 4823-1250	SUPPLIES, UTILITIES	90.77
700 4823-1600	OPERATING SUPPLIES	42.63
700 4823-2400	UNIFORM & CLOTHING	34.96
700 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	13.15
700 4823-3030	OTHER PROFESSIONAL SERVICES	27.00
700 4823-3200	WATER & SEWER	70.29

VENDOR SET: 01 City of Mounds View

BANK: APBNK US Bank

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

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
700 4823-4800	INSURANCE & BONDS	3,247.27
700 4823-5130	REPAIRS, EQUIPMENT	797.42
700 4823-5150	REPAIRS, UTILITY	2,276.68
700 4823-5155	REPAIR, WATER SERVICE	2,276.68
700 4823-7030	EQUIPMENT	19,200.00
700 4823-7050	CONSTRUCTION	430.00
700 4825-0500	WORKERS COMPENSATION	237.35
700 4825-2400	UNIFORM & CLOTHING	6.52
700 4825-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	1.95
700 4825-3030	OTHER PROFESSIONAL SERVICES	8,147.29
	*** FUND TOTAL ***	40,802.63
730 3720	SEWER CHARGES	9.86
730 4820-0500	WORKERS COMPENSATION	87.44
730 4820-5130	REPAIRS, EQUIPMENT	1,730.00
730 4823-0500	WORKERS COMPENSATION	3,276.45
730 4823-0600	UNEMPLOYMENT	8,060.00
730 4823-1220	SUPPLIES, VEHICLES	74.98
730 4823-1250	SUPPLIES, UTILITIES	90.77
730 4823-1600	OPERATING SUPPLIES	42.64
730 4823-2400	UNIFORM & CLOTHING	39.96
730 4823-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	14.88
730 4823-3030	OTHER PROFESSIONAL SERVICES	27.00
730 4823-4800	INSURANCE & BONDS	2,317.19
	*** FUND TOTAL ***	15,771.17
740 3740	STREET LIGHT CHARGES	1.03
740 4416-0500	WORKERS COMPENSATION	94.58
740 4416-4800	INSURANCE & BONDS	285.77
	*** FUND TOTAL ***	381.38
745 3730	SURFACE WATER CHARGES	3.69
745 4415-0500	WORKERS COMPENSATION	667.43
745 4415-2400	UNIFORM & CLOTHING	16.94
745 4415-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	6.16
745 4415-3030	OTHER PROFESSIONAL SERVICES	59.22
745 4415-4800	INSURANCE & BONDS	793.57
745 4415-5150	REPAIRS, UTILITY	387.14
745 4417-0500	WORKERS COMPENSATION	165.96
745 4417-1230	SUPPLIES, EQUIPMENT	2,624.44
745 4417-1600	OPERATING SUPPLIES	3,995.50
745 4417-2400	UNIFORM & CLOTHING	3.26
745 4417-2410	MAINTENANCE;MATS,TOWELS,MOPS,E	0.97
	*** FUND TOTAL ***	8,724.28

VENDOR SET: 01 City of Mounds View

BANK: APBANK US Bank

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

VENDOR SET: 01 BANK: APBANK TOTALS:

82

1,150,762.29

0.00

1,150,762.29

BANK: APBANK TOTALS:

82

1,150,762.29

0.00

1,150,762.29

REPORT TOTALS:

82

1,150,762.29

0.00

1,150,762.29

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Item No: 5.C.
Meeting Date: January 22, 2024
Type of Business: Consent Agenda
Administrator Review _____

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Rayla Sue Ewald, Human Resource Director
Item Title/Subject: Resolution 9865 Authorizing Vacation Carryover Extension for Certain Police and Public Works Department Personnel

Introduction:

Mounds View has adopted policy that includes a vacation earnings formula based on years of service, vacation usage, and language addressing carry over.

Discussion:

Due to extenuating circumstances, the following employees have exceeded their carryover threshold and staff, along with the HR Committee, recommend approval of the carryover and that the carryover time be used by December 31, 2024:

Department	Employee	Hours
Police	Kirk Leitch	5.14
Police	Nick Erickson	4.30
Police	Riley Solz	8.26
Police	Sarah LeVoir	1.28
Police	Sydney Dison	4.88
Police	Alex Aase	79.86
Police	Mike Hanson	9.12
Public Works	Tracy Juell	27.14
Public Works	Don Peterson	4.75
Public Works	Ben Geisbauer	3.30
Public Works	Pete Szurek	18.38

Strategic Plan Strategy/Goal:

Implement HR policies to recruit and retain staff, and provide growth opportunities by making salaries competitive, and creating an enjoyable work environment.

Financial Impact:

None.

Recommendation:

Staff recommends approval of Resolution 9865 Authorizing Vacation Carryover Extension for Certain Police and Public Works Department Personnel.

Rayla Sue Ewald
Human Resource Director

Attachment(s):

- 1) Resolution NO. 9865

RESOLUTION NO. 9865

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

**RESOLUTION AUTHORIZING VACATION CARRYOVER EXTENSION FOR
CERTAIN POLICE DEPARTMENT AND PUBLIC WORKS PERSONNEL**

WHEREAS, the City of Mounds View has clear policy which includes a vacation earnings formula based on years of service, vacation usage, and limits on carryover; and

WHEREAS, the following employees have excess vacation to carry over into the year 2024:

Department	Employee	Hours
Police	Kirk Leitch	5.14
Police	Nick Erickson	4.30
Police	Riley Solz	8.26
Police	Sarah LeVoir	1.28
Police	Sydney Dison	4.88
Police	Alex Aase	79.86
Police	Mike Hanson	9.12
Public Works	Tracy Juell	27.14
Public Works	Don Peterson	4.75
Public Works	Ben Geisbauer	3.30
Public Works	Pete Szurek	18.38

and

WHEREAS, each of the above employees are valued members of our team and extenuating circumstances caused the situation to occur.

NOW, THEREFORE, BE IT RESOLVED, that the Mounds View City Council authorize a vacation carryover extension for the above listed Police Department and Public Works Personnel, with the time to be used by December 31, 2024.

Adopted this 22nd day of January, 2024.

Zach Lindstrom, Mayor

ATTEST:

Nyle Zikmund, City Administrator

(SEAL)

City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Ben Zender, Chief of Police
Item Title/Subject: Resolution 9864, Authorizing the Purchase of Lockers for the Sergeant Office

Introduction:

The Police Department is due to upgrade the lockers in the sergeant office.

Discussion:

The department is requesting the purchase of four lockers for the sergeant office. The updated lockers will match the current lockers we have in the locker rooms that we purchased after the remodel. The lockers will be utilized for uniforms, equipment, and gear. The old lockers in the sergeant office will be moved and used in the property/evidence room.

The total purchasing cost along with shipping will be \$6,062 from Account 480-4200-1230.

Recommendation:

Staff recommends authorizing the purchase of four lockers for the sergeant office.

Respectfully Submitted,



Ben Zender
Chief of Police

RESOLUTION NO. 9864

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

AUTHORIZING THE PURCHASE OF LOCKERS FOR THE SERGEANT OFFICE

WHEREAS, staff has reviewed employee feedback and officers have requested updated equipment, and;

WHEREAS, the Mounds View Police Department is due to upgrade the lockers in the sergeant office, and;

WHEREAS, the updated lockers will be used for uniforms, equipment, and additional gear, and;

WHEREAS, the updated lockers will match the current lockers we have in the locker rooms, and;

WHEREAS, the old lockers currently in the sergeant office will continue to be used in the property/evidence room.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Ramsey County, Minnesota to authorize the purchase of four lockers for the sergeant office for a total cost including shipping of \$6,062 from Account 480-4200-1230.

Adopted this 22nd day of January 2024.

Zach Lindstrom, Mayor

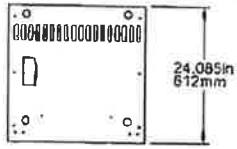
ATTEST:

Nyle Zikmund, City Administrator

(seal)

No. 8465 2. 2

Jul 8. 2019 2:47PM

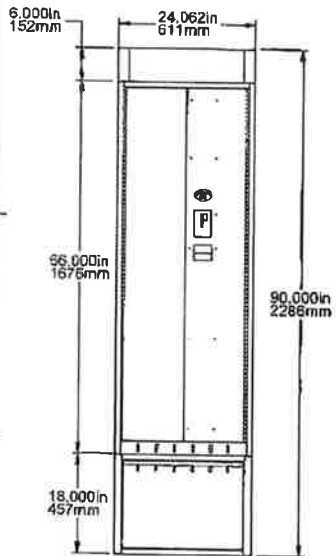


TOP VIEW

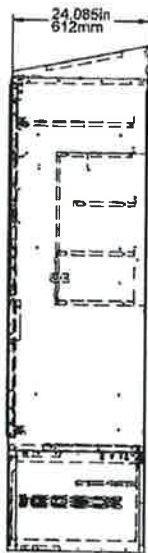
LOCKER: ALK24246602HNAA_01
LOCK: HASP
DRAWER BASE: WBDA242418AA
SLOPE TOP: ASS722406AA_01 (FILED CUT TO SIZE)
[OPTIONAL]*

0019346
MOUNDS VIEW PD
HASP LOCK
COLOR: GRAY SMOKE
TEXTURE
NUMBERING: 001-016

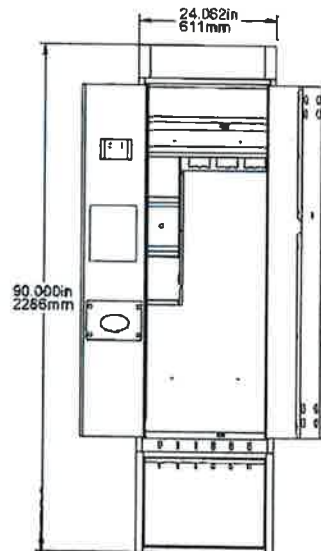
DESIGN ELEMENTS SUBJECT TO
CHANGE AT TIME OF ENGINEERING.
INDIVIDUAL PARTS WILL BE DESIGNED
ACCORDING TO OUR MANUFACTURING
EQUIPMENT'S CAPABILITIES.



FRONT VIEW



SIDE VIEW



INTERIOR VIEW

THIS DRAWING IS THE PROPERTY OF TIFFIN METAL PRODUCTS AND IS DISCLOSED IN CONFIDENCE TO THE EXTENT ITS SUBJECT MATTER IS ORIGINAL WITH TIFFIN METAL PRODUCTS. ANY COMPANY REPRODUCING THIS DRAWING FROM TIFFIN METAL PRODUCTS SHALL HOLD AND USE THIS DRAWING FOR THE SOLE BENEFIT OF TIFFIN METAL PRODUCTS AND SHALL NOT REPRODUCE IT FOR ANY THIRD PARTY, OR PERSON ANY ACT ADVERSE TO THE INTEREST OF TIFFIN METAL PRODUCTS WITH RESPECT TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF TIFFIN METAL PRODUCTS.

E			
O			
C			
B			
A			
REV	DESCRIPTION / ECR	DATE	BY
1	INITIAL SUBMITTAL RELEASE	08/20/19	AND
TOLERANCES UNLESS OTHERWISE SPECIFIED (USE IN INCHES)		TOLERANCES UNLESS OTHERWISE SPECIFIED (USE IN MILLIMETERS)	
HOLE DIA. ±0.015" or 0.1mm		HOLE DIA. ±0.1mm or 0.015"	
ANGLES 30°		ANGLES 30°	
ASSEMBLY PER R SECTION: 10.117" or 40mm		ASSEMBLY PER R SECTION: 10.117" or 40mm	
SUBMITTAL DRAFTS FOR - MOUNDS VIEW POLICE DEPARTMENT.			
0019346 REV A			



450 Wall Street
Tiffin, Ohio 44883
Phone: (800) 537-0983
Fax: (419) 447-8512
www.steelesolutions.com

ORDER CONFIRMATION

0031298

STEELE SOLUTIONS

Tax ID: 34-1302396

Print Date: 1/4/2024

SOLD TO: MOUNDS VIEW POLICE DEPT
2401 MOUNDS VIEW BLVD
MOUNDS VIEW MN 55112
Ph: 763-717-4000 Fx: 763-717-4019

SHIP TO: MOUNDS VIEW POLICE DEPT
2401 MOUNDS VIEW BLVD
MOUNDS VIEW MN 55112
Ph: 7637174071

ATTN: kerrie.kawe@moundsviewmn.org

ATTN: CHEIF BEN ZENDER 763-717-4070

Cust Number	Order Date	Salesperson	Customer P.O.	Details
015586	01/03/24	CHAD COOPER	Q9780 V2	
F.O.B.	Ship Date	Shipped Via	Terms	
ORIGIN	2/14/2024	FRT QTD-LTL	NET 30	

Item	Part Number	Description	QTY	UM	Price	Extension
001	ORDER SUMMARY	LTL W/ LIFTGATE \$ SALES ORDER SUMMARY LOCKER CUSTOM MNFG DETAILS - N/A LABELING - N/A PAINT - GRAY SMOKE TEXTURE FINISHING REQUIREMENTS - N/A ASSEMBLY REQUIREMENTS - N/A SIGNED APPROVAL DWG - N/A, STANDARD MISC - N/A CHECKED BY: A CHARTIER DATE CHECKED: 1-3-24 REVISION CHECKED BY:	1	EA		

Tax

SUBJECT TO STEELE SOLUTIONS INC. STANDARD TERMS AND CONDITIONS.

This Confirmation Of Sales Order is to notify you Steele Solutions Inc. has received your purchase order noted above. Once credit has been approved standard terms will apply unless otherwise negotiated in writing between companies.

Total

Steele Solutions Inc.: Standard Payment Terms - All invoices not paid within 30 days are subject to a service charge of 1 1/2% per month. No merchandise is to be returned without our written consent. Re-stocking fee may apply. Sales tax will be charged unless an exemption is on file. All orders are accepted in the State of Ohio under the terms and conditions of Steele Solutions Inc. which are a material part of this order and a copy of which is available upon request.

THIS IS NOT AN INVOICE



450 Wall Street
Tiffin, Ohio 44883
Phone: (800) 537-0983
Fax: (419) 447-8512
www.steelesolutions.com

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0031298

STEELE SOLUTIONS

Tax ID: 34-1302396

Print Date: 1/4/2024

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MOUNDS VIEW MN 55112
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MOUNDS VIEW MN 55112
Ph: 7637174071

ATTN: kerrie.kawe@moundsviwmn.org

ATTN: CHEIF BEN ZENDER 763-717-4070

Cust Number	Order Date	Salesperson	Customer P.O.	Details
015586	01/03/24	CHAD COOPER	Q9780 V2	
F.O.B.	Ship Date	Shipped Via	Terms	
ORIGIN	2/14/2024	FRT QTD-LTL	NET 30	

Item	Part Number	Description	QTY	UM	Price	Extension
002	ALK24246602HNAA 02	DATE REVISION CHECKED: PROMISED :02/14/24 AIRFLOW LKR 24W X 24D X 66H 2 DOOR HASP LOCK 8 TRAC TOP PANEL GRAY SMOKE TEXTURE PROMISED :02/14/24	4	EA	738.00	2,952.00
003	WBDA242418AA	WARDROBE BASE DWR 24WX24DX18H ADDER GRAY SMOKE TEXTURE PROMISED :02/14/24	4	EA	410.00	1,640.00
004	AEP24841824LAA 01	END TRIM PANEL, LEFT HAND GRAY SMOKE TEXTURE PROMISED :02/14/24	2	EA	150.00	300.00

Tax

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Tax ID: 34-1302396

Print Date: 1/4/2024

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MOUNDS VIEW MN 55112
Ph: 763-717-4000 Fx: 763-717-4019

SHIP TO: MOUNDS VIEW POLICE DEPT
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MOUNDS VIEW MN 55112
Ph: 7637174071

ATTN: kerrie.kawe@moundsviemn.org

ATTN: CHEIF BEN ZENDER 763-717-4070

Cust Number	Order Date	Salesperson	Customer P.O.	Details
015586	01/03/24	CHAD COOPER	Q9780 V2	
F.O.B.	Ship Date	Shipped Via	Terms	
ORIGIN	2/14/2024	FRT QTD-LTL	NET 30	

Item	Part Number	Description	QTY	UM	Price	Extension
005	AEP24841824RAA 01	END TRIM PANEL, RIGHT HAND GRAY SMOKE TEXTURE PROMISED :02/14/24	2	EA	150.00	300.00
006	IKTHANDLEAB	WBD HANDLE KIT - AIRFLOW LKR PROMISED :02/14/24	4	EA		
007	ACL0028W	SECURITY LKR ASSEMBLY: AF/WEAPONS/FRIDGE ACL0028W GRAY SMOKE TEXTURE NUMBER: 106-109 PROMISED :02/14/24	1	EA		
008	ACL-1348T	GRAY SMOKE TEXTURE TOUCH-UP LIQUID PAINT PROMISED :02/14/24	1	EA		
009	PAINT LOCKERS	PAINTING OF LOCKERS	1	EA		

Tax

SUBJECT TO STEELE SOLUTIONS INC. STANDARD TERMS AND CONDITIONS.

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Total

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Tiffin, Ohio 44883
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ORDER CONFIRMATION

0031298

Print Date: 1/4/2024

STEELE SOLUTIONS

Tax ID: 34-1302396

SOLD TO: MOUNDS VIEW POLICE DEPT
2401 MOUNDS VIEW BLVD
MOUNDS VIEW MN 55112
Ph: 763-717-4000 Fx: 763-717-4019

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MOUNDS VIEW MN 55112
Ph: 7637174071

ATTN: kerrie.kawe@moundsviemn.org

ATTN: CHEIF BEN ZENDER 763-717-4070

Cust Number	Order Date	Salesperson	Customer P.O.	Details
015586	01/03/24	CHAD COOPER	Q9780 V2	
F.O.B.	Ship Date	Shipped Via	Terms	
ORIGIN	2/14/2024	FRT QTD-LTL	NET 30	

Item	Part Number	Description	QTY	UM	Price	Extension
800	FREIGHT	GRAY SMOKE TEXTURE PROMISED :02/14/24 FREIGHT CHARGES	1		870.00	870.00

Tax

SUBJECT TO STEELE SOLUTIONS INC. STANDARD TERMS AND CONDITIONS.

This Confirmation Of Sales Order is to notify you Steele Solutions Inc. has received your purchase order noted above. Once credit has been approved standard terms will apply unless otherwise negotiated in writing between companies.

Total \$6,062.00

Steele Solutions Inc.: Standard Payment Terms - All invoices not paid within 30 days are subject to a service charge of 1 1/2% per month. No merchandise is to be returned without our written consent. Re-stocking fee may apply. Sales tax will be charged unless an exemption is on file. All orders are accepted in the State of Ohio under the terms and conditions of Steele Solutions Inc. which are a material part of this order and a copy of which is available upon request.

Page: 4

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RESOLUTION NO. 9863

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

**RESOLUTION OF APPRECIATION TO DONN LINDSTROM FOR HIS SERVICE
ON THE ECONOMIC DEVELOPMENT COMMISSION**

WHEREAS, Donn Lindstrom has served on the Economic Development Commission January 2021 to December 2023; and

WHEREAS, Mr. Lindstrom has served on the Economic Development Commission with heartfelt interest and dedication; and

WHEREAS, Mr. Lindstrom has gained the respect and gratitude of those who have had the privilege of working with him.

NOW, THEREFORE, BE IT RESOLVED that the City Council, on behalf of Staff, the Economic Development Commission, and the residents of the City of Mounds View, expresses its sincere appreciation to Donn Lindstrom for his dedicated service on the Mounds View Economic Development Commission.

Adopted this 22nd day of January, 2024.

Mayor Zach Lindstrom

Council Member Gary Meehlhause

Council Member Sherry Gunn

Council Member Theresa Marie Cermak

ATTEST:

(SEAL)

City Administrator Zikmund

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City of Mounds View Staff Report

To: Honorable Mayor and City Council

From: Nyle Zikmund, City Administrator
Scott J. Riggs, City Attorney

Item Title/Subject: R9866 and R9867 - Long Lake Woods Second Addition
(Development Agreement and Tax Forfeited Land Acquisition)

Introduction:

Since at least 2019, the City has been working with a group of property owners and developer Marty Harstad to extend Greenwood Drive north of Sherwood Road and create an infill development consisting of single-family lots to be tentatively named Long Lake Woods Second Addition (the "Project"). The City Council has been supportive of the Project, including recently the adoption of Resolution 9799 (Aug. 28, 2023) authorizing acquisition of specific real property interests needed for the Project by negotiation or eminent domain.

Discussion:

Although a development agreement for the Project was reviewed and approved in February of 2020, that document was never finalized due to Project delays that were caused by various reasons. Since 2020, details related to the Project have evolved and become more refined. As such, the development agreement has similarly evolved into an updated form which is presented for approval. The agreement has been negotiated with the developer and approval is recommended by staff, including legal counsel.

Additionally, in conducting title research related to the Project, it was discovered that a small strip of property which had been assumed to be existing right-of-way is in fact owned by the State of Minnesota via historic tax forfeitures. The property is a 30-foot strip, approximately 548 feet long, which is believed to have been reserved by the State for the future extension of Greenwood Drive. The City needs this strip of property in order to construct the Project as designed.

Because the City proposes to use the property for constructing public improvements – a public street and related utilities – the City is eligible to obtain a conditional deed to the property at no cost other than the nominal transactional fees involved. If the application is approved, the City would need to pay the application fees and would obtain the deed. The City would then have three years to construct the public improvements (or facilitate such construction through a private developer) to satisfy the condition. If the improvements are not constructed, ownership of the property would revert back to the State.

Strategic Plan Strategy/Goal:

Maintain and plan for infrastructure improvements including waste water, water, and transportation.

Financial Impact:

Fiscal impact of \$301.00 plus any additional fees imposed by the State or Ramsey County related to the application and transaction.

Recommendation:

1. Approval of Resolution 9866, A Resolution Approving Development Agreement for Long Lake Woods Second Addition
2. Approval of Resolution 9867, A Resolution Authorizing Application for a State Deed for a Parcel of Tax-Forfeited Land through the Ramsey County Tax-Forfeit Lands Division

RESOLUTION NO. 9866

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

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR LONG LAKE WOODS SECOND ADDITION**

WHEREAS, to facilitate development of certain real property in the City of Mounds View, Minnesota (the “City”) located generally north of Sherwood Road, east of Eastwood Road, south of Ardan Avenue, and west of Long Lake Road, the City proposes to enter into a Development Agreement (the “Contract”) with certain individuals and entities that own property (collectively, the “Developer”) within said area; and

WHEREAS, The City Council previously approved the Contract by Resolution 9237 on February 10, 2020; and

WHEREAS, the Contract has been revised by the City and the Developer due to changes and clarifications in the scope of the development project occurring over the past three years; and

WHEREAS, the City Council has reviewed the updated Contract and finds that the execution thereof by the City and performance of its obligations thereunder are in the best interest of the City and its residents.

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

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

Dated: January 22, 2024.

ATTEST:

Zach Lindstrom, Mayor

Nyle Zikmund, City Administrator

RESOLUTION NO. 9867

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

**RESOLUTION AUTHORIZING APPLICATION FOR A
STATE DEED FOR A PARCEL OF TAX-FORFEITED LAND
THROUGH THE RAMSEY COUNTY TAX-FORFEIT LANDS DIVISION**

WHEREAS, the City Council deemed it necessary and expedient that the City of Mounds View, Minnesota (the “City”) construct certain improvements, to-wit: the Long Lake Woods Second Addition project (the “Project”) and authorized the City to enter into certain agreements to facilitate the Project; and

WHEREAS, the Project includes the acquisition of additional right of way needed for the construction of an extension to the existing Greenwood Drive, a City Street of the City of Mounds View, and for construction of utility and stormwater improvements along and beneath Greenwood Drive; and

WHEREAS, the City Council has approved the preliminary plans and specifications for the Project; and

WHEREAS, it is necessary to acquire certain real property identified as **Ramsey County Tax Parcel Number 06-30-23-14-0081**, as further described and depicted in the attached **Exhibit A** (the “Property”), to construct and maintain the Project; and

WHEREAS, the Property is tax-forfeited land held in trust by the State of Minnesota; and

WHEREAS, the City Council finds that it is reasonably necessary, proper, and convenient, and in the interest of the general welfare that the City acquire title to and possession of the Property in furtherance of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mounds View, Minnesota, that:

1. The recitals set forth in this Resolution are incorporated into and made a part of this Resolution;
2. The proper City officers, staff, and agents are authorized and directed to acquire the Property for the stated use, and at the cost to the City of \$301.00 (\$250.00 to the Minnesota Commissioner of Revenue; \$51.00 to Ramsey County), plus fees to be determined by the County upon submission of the State Deed application, and to take any and all actions necessary to implement this resolution.

Adopted by the City Council of the City of Mounds View this ____ day of January, 2024.

Attest:

Zach Lindstrom, Mayor

(SEAL)

Nyle Zikmund
City Administrator

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The East 30.00 feet of the West 2142.00 feet of the North 405.00 feet of the South 810.00 feet of the Northeast Quarter of Section 6, Township 30, Range 23, Ramsey County, Minnesota.

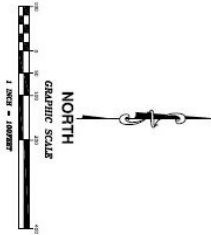
Parcel ID No. 06-30-23-14-0081

Abstract

SKETCH AND DESCRIPTION

~of~ LONG LAKE WOODS 2ND ADDITION

PARCEL DESCRIPTION




E. G. RUDE & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 261-4200 Fax (651) 261-4701
www.egrude.com

DATE: 01/18/24 PHONE NO. 41578



EMERGENCY NAME	DOB MM/DD	EMERGENCY PHONE
COLONEL BRYAN J. JOHNSON		
1		
2		
3		
4	DATE	BY

**DEVELOPMENT AGREEMENT
LONG LAKE WOODS SECOND ADDITION**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 20__, by and between the City of Mounds View, a Minnesota municipal corporation, (the “City”), and the following individuals and entities which shall be referred to collectively herein as the “Developer”: Harstad Hills, Inc. a Minnesota business corporation, NuWay Development Incorporated, a Minnesota business corporation, Daniel A. Behnken and Gwen Behnken, married to each other, Margaret M. Krig and Gary L. Krig, married to each other, Hans Leland Melgaard, as Trustee of the Hans Leland and Ilona L. Melgaard Trust U/A dated October 31, 2018, Carlos Nazareth and Lina Nazareth, married to each other, Charles Wesley Jennings, a single individual, and SMP Holding LLC, a Minnesota limited liability company.

Recitals

A. The individuals and entities that make up the Developer, except for Harstad Hills, Inc., are fee owners of certain real estate located in the City of Mounds View, Ramsey County, Minnesota, legally described as

(See Exhibit A)

(the “Property”).

B. The Developer desires to plat and develop the Property to contain 12 new single-family residential lots with access from a new northbound extension of Greenwood Drive (the “Subdivision”), subject to the conditions and requirements contained in the Mounds View City Code, this Agreement and state statutes. A general depiction of the new lots within the proposed Subdivision is attached hereto as Exhibit B.

C. The Subdivision will require certain public improvements, including the aforementioned northbound extension of Greenwood Drive, the extension of public sewer and water, and storm sewer improvements, and grading and other site preparation, all in order to provide adequate access and public utilities to said new lots (collectively, the “Public Improvements”).

D. The Developer desires to construct and install the Public Improvements at its sole cost, except to the extent that the City will reimburse the Developer pursuant to section 2.03(e) of this Agreement.

E. Although public right-of-way already exists over much of the area whereby the Public Improvements will be constructed and installed, there is additional right-of-way necessary that will either be dedicated by the Developer via the Subdivision plat or acquired by the City through its eminent domain authority. Prior to making applications for the requisite land use entitlements, the Developer desires to commit to dedicating such right-of-way and reimbursing the City for costs associated with acquiring any additional right-of-way necessary for the Public Improvements, except as provided in section 2.01(b) of this Agreement.

F. The Developer agrees that its platting and development of the Property, including but not necessarily limited to, its construction and installation of the Improvements, as defined herein, shall all be facilitated and governed in accordance with the terms and conditions of this Agreement.

Agreement

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE REPRESENTATIONS AND WARRANTIES

1.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.

1.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is fee owner of the Property.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the persons and entities that are collectively referred to as the Developer are duly authorized to sign on behalf of said persons and entities and legally bind said persons and entities to the term and conditions set forth herein.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

1.03. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO

SUBDIVISION IMPROVEMENTS; PLATTING REQUIREMENTS

2.01. Designation of Improvements; Acquisition of Easements.

- a. Following the platting of the Subdivision, as required by this Agreement, those certain Public Improvements shall be installed and after completion will be dedicated to and accepted by the City. The Public Improvements will extend the system of City streets north (Greenwood Drive) and utility systems to provide adequate access, sewer main, water main, and storm sewer facilities to the 12 new lots to be created within the Subdivision. Other non-public improvements that may be constructed by the Developer, either in conjunction with the Public Improvements or in the future and which are part of or in support of proposed single-family development shall be herein referred to as the "Private Improvements." The Public Improvements and Private Improvements may be collectively referred to in this Agreement as the "Improvements."

- b. The Developer agrees to grant or dedicate via the plat of the Subdivision all right-of-way and other easements necessary for the Public Improvements within the Property. Upon assurances that the Developer intends to move forward with the Improvements, in the City's sole discretion, the City also agrees to begin efforts via its eminent domain authority to acquire that portion of right-of-way that is not within the Property but that is otherwise required for the Public Improvements, in the City's sole discretion, so that the Subdivision can be accommodated with adequate public access and utilities. All of the City's costs associated with said acquisition, including, but not necessarily limited to, administrative costs, appraisal costs, attorneys' fees, filing fees, real estate costs, commissioner's fees, and owners' fees, as the case may be, shall be the responsibility of the Developer and shall be reimbursed to the City by the Developer in accordance with section 3.01 of this Agreement; provided, however, that the City agrees to pay the first \$55,000 toward such costs.

2.02. Plan Approval. Before proceeding with any construction of the Improvements, the Developer shall submit to the City the required plans and associated documentation outlining the development, including all Public Improvements necessary (collectively, the "Plans"), for review and approval by the City and its engineer. All construction, including both the Public and Private Improvements, shall be in conformance with the approved Plans and any future City approval documents, including but not limited to those approvals relating to the Subdivision. The Public Improvements shall be constructed to all City standards and requirements for publicly owned and operated infrastructure, in the sole discretion of the Director of Public Works and the City engineer, and the Plans shall only be carried out after they are approved, in writing, by the Director of Public Works and the City engineer.

2.03. Obligations Related to Improvements.

- a. Except as expressly provided in section 2.03(e), the Developer shall construct and install all Improvements at the Developer's sole cost and expense and shall furnish all materials, tools, equipment, and labor necessary to complete the Improvements in accordance with the approved Plans. The Developer shall obtain all necessary permits and approvals before beginning construction of the Improvements, and the Developer shall construct the Improvements in a workmanlike and timely manner according to the plans, specifications, and any other requirements imposed by the City. Developer shall commence construction of the Improvements as soon as reasonably practicable, provided, however, that no construction shall occur (nor will any permits for the Improvements be issued) until the final plat of the Subdivision is duly approved by the City and recorded in land records in Ramsey County and all other necessary easements are obtained by the City pursuant to section 2.01(b). The Developer shall complete construction of the Public Improvements on or before November 30, 2025. The City agrees to extend such deadline for any delays that are caused solely by the City, and the City may agree to extend such deadline, in its sole discretion, for any other reason. Notwithstanding the foregoing, the final wear course of bituminous on the newly constructed street extension shall not be installed until 10 of the 12 dwellings within the Subdivision are constructed, provided, however, that the City shall have the

right to require the Developer to install the final wear course at any time prior to that should it deem, in its sole discretion, that such installation will be in the public interest.

- b. In completing the Improvements, Developer shall comply and cause its agents and employees to comply with all federal, state, and local laws and regulations applicable to the Improvements.
- c. Developer shall take all reasonable precautions necessary to protect the public from injury, including but not limited to taking all reasonable precautions to prevent the public from entering the site of the Improvements during construction and erecting signs advising the public of the danger of entering the construction site.
- d. The Developer shall be responsible for street maintenance for the new public street extension, including street sweeping, until the project is complete and the City has accepted all Public Improvements. The Developer shall be financially responsible for the repair of any damage done to the streets and public utilities from the time of installation until the Public Improvements have been approved and accepted by the City.
- e. Upon the satisfactory completion of all Public Improvements and inspection thereof by the City and the City's engineer, the City agrees to not only accept said improvements in accordance with the terms of this Agreement, but also agrees to reimburse the Developer \$70,800.66 for the public stormwater improvements plus approximately \$21,783.04 for the oversizing of public sanitary sewer and water improvements. That latter number (\$21,783.04) amounts to 2/14 of the verified estimated cost of the portion of Public Improvements that make up public sanitary sewer and water improvements. It is expressly understood by the Parties that the purpose of such payment is to provide the Developer reimbursement for oversizing of certain improvements that will become public and may be utilized by other properties, including adjacent Ramsey County PIDs 063023140068 and 063023140075, that may wish to develop or subdivide and connect to such improvements installed by the Developer in the future, and the City shall retain its statutory authority to impose just and equitable charges to those such landowners in the event they desire to do so. The final number to be reimbursed for the 2/14 of the public sanitary sewer and water improvements shall be reviewed and verified by the City following the Developer's satisfactory completion of all Public Improvements. The Developer agrees to provide the City with any documentation (invoices, contracts, bids, etc.) that may be reasonably necessary for the City to verify such final reimbursement number.
- f. The Developer understands and acknowledges that as part of the Public Improvements, it will need to remove an existing private driveway encroachment in a portion of existing public right-of-way where the Public Improvements will be installed. Said driveway provides access to a garage located on Ramsey County PID 063023140014, and the Developer agrees that throughout the course of

construction, it will communicate in good faith with the owner of said driveway regarding any temporary disruption in access or other impacts that may be reasonably necessary during construction of the Public Improvements.

2.04. Financial Guarantee. Prior to commencement of construction of any Improvements, the Developer agrees to furnish the City with a cash escrow or irrevocable letter of credit from a bank in the amount of 125 percent of the estimated costs of the Public Improvements (the “Financial Guarantee”), and such estimate shall be based on received bids or other evidence satisfactory to the City engineer in its sole discretion after the Plans are approved.

Upon failure of Developer to perform any of its obligations under this Agreement, the City may declare the Developer to be in default and, upon failure of the Developer to cure the default within 30 days of written notice, may immediately draw on and utilize the Financial Guarantee for purposes of curing said default to any extent it deems necessary. The City shall also be reimbursed through the Financial Guarantee for any attorneys’ fees, engineering fees, or other technical, administrative, or professional assistance reasonably required in response to an event of default by the Developer. The Developer shall also be liable to the City in the event that the Financial Guarantee is inadequate to reimburse the City for its costs associated with curing a Developer’s default. Upon completion of the Improvements and passage of any and all required inspections and final acceptance of the Public Improvements by the City, absent any default of the Developer, the Financial Guarantee may be released in full.

If the Financial Guarantee consists of a letter of credit, it shall be issued by a bank determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City. The letter of credit shall be automatically renewable until the City releases the Developer from responsibility. The letter of credit shall secure compliance with the terms of this Agreement and all obligations of the Developer under it. With City approval, at its sole discretion, the letter of credit may be reduced from time to time as financial obligations are paid and Improvements completed to the City’s requirements, it being the intent to retain a financial security of no less than 125 percent of any outstanding Public Improvements at all times.

If at any time the City reasonably determines that the bank issuing the letter of credit no longer satisfies the City’s requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide the City within 45 days a substitute for the letter of credit from another bank meeting the City’s requirements. If the Developer fails to provide the City within 30 days with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw under the existing Letter of Credit.

2.05. Warranty/Maintenance. The Developer hereby provides the City with a warranty for the proper operation of the Public Improvements for a period of two years following acceptance of the Public Improvements by the City (the “Warranty Period”). To that end, upon completion of the Public Improvements and prior to their acceptance by the City, the Developer and/or Developer’s contractors shall be required to furnish a two-year warranty bond in the amount of 100% of the total cost of the Public Improvements guaranteeing the work of the construction of the Public Improvements to the City. During the Warranty Period, the Developer shall be solely responsible for repairing any issues that may arise with respect to the proper operation of the Public

Improvements. Upon written notification by the City to the Developer identifying a deficiency, the Developer shall take all necessary steps to repair or replace the deficiency within 30 days, including exercising any rights pursuant to the contractors' two-year warranties. The City may, at its sole discretion, provide Developer with additional time to complete these repairs, and such requests shall not be unreasonably denied.

2.06. Authority to Work in Right-of-Way. Until the Public Improvements are accepted by the City, the City hereby grants to the Developer and its contractors a limited, non-exclusive right to work within the City's right-of-way and other public easements, as may be reasonably necessary, for the sole purpose of completing the Improvements contemplated herein and outlined in the approved Plans.

2.07. Permits. The Developer shall obtain any necessary permits from the City, the Minnesota Pollution Control Agency, the Minnesota Department of Natural Resources, the Minnesota Department of Health, the Minnesota Department of Transportation, Ramsey County, and any other agency that may have jurisdiction over the Property before proceeding with any construction.

2.08. Engineer Construction Observation of Public Improvements.

- a. The City engineer shall to the extent it deems reasonably necessary perform construction observation throughout construction of the Public Improvements and, accordingly, the Developer will allow the City and the City's engineer with complete access to the site at any and all times. The Developer shall provide the City and the City's engineer with a construction schedule prior to commencing construction, and the Developer agrees to make its best efforts to comply with said construction schedule. The Developer agrees to reimburse the City for all fees and costs associated with observation, review, inspections, and administration of the Public Improvements contemplated herein pursuant to section 3.01 of this Agreement.
- b. The Developer agrees to take all steps, at its sole expense, which the Director of Public Works and the City engineer reasonably deem necessary to satisfactorily complete the Public Improvements in conformance with the Plans. The Director of Public Works will notify the Developer in writing when it has fully completed the Public Improvements in conformance with the Plans, and Developer understands and agrees that the City will not be obligated to accept the Public Improvements until the Developer has received such notice from the Director of Public Works.

2.09. Maintenance and Ownership. Developer shall be solely responsible for maintenance of the Public Improvements during the construction thereof. Upon formal acceptance by the City via resolution, the Public Improvements shall become the property of the City without any further act or deed of the Developer; provided, however, that the City shall assume responsibility for repairs of the Public Improvements, normal wear and tear excepted, only after the warranty period outlined in section 2.05 has expired.

2.10. Platting. The Developer shall plat the Property in accordance with the Mounds View City Code, this Agreement, state statutes, and any City approvals, and said plat shall be generally consistent with the depiction provided by the Developer and contained in Exhibit B attached hereto. Prior to approval of the final plat by the City, the Developer shall amend the plat as required by any preliminary plat approval, the Mounds View City Code, this Agreement, City consultants, and state statutes. The City shall be under no obligation to consider a resolution authorizing any condemnation related to the easements necessary for any Public Improvements unless and until the Developer has provided adequate assurances that it intends to move forward with the proposed development that are deemed generally acceptable by City staff, in its sole discretion, and has further provided the City with any additional assurances as it may require to show that the Developer will remain in full compliance with all terms of this Agreement.

2.11. City Attorney Review; Title Work. Prior to recording the final plat with Ramsey County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. Any plat approval is subject to the Developer's compliance with this provision.

The Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. § 505.03, or in the alternative, the Developer must provide an updated Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the final plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the final plat is recorded (the City will not issue any building permits or certificates of occupancy until it is provided with said Title Insurance Policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the final plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

2.12. Plat Modifications and Revisions. The parties to this Agreement acknowledge that various potential modifications and revision issues associated with the plat may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the plat.

2.13. Park Dedications/Fees/Dedications. Without limitation of any other obligation of the Developer contained in this Agreement or set forth in federal, state, or local law, the Developer agrees to comply with any dedication requirements, including park dedications or payments in lieu which

may be required by the City's subdivision regulations. Such requirements may be memorialized in the preliminary and final plat approval resolutions.

The Developer further expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of a final plat as set forth in the City's subdivision regulations.

2.14. Property Monumentation. The Developer agrees to install all permanent subdivision monumentation within six (6) months from the date of recording of the final plat, and shall submit to the City written certification by a licensed land surveyor that the required monuments have been installed throughout the plat. All monuments shall be marked with a steel or fiberglass post to allow for easy location following their installation.

2.15. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in any City approvals related to the Property, including adequately addressing all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property and the proposed development.

ARTICLE THREE ADDITIONAL PROVISIONS

3.01. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related to the proposed development; (ii) processing the plat and any other approvals relating to the Property and said development; and (iii) acquiring the right-of-way necessary for the Public Improvements to the extent contemplated in section 2.01(b). In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. Upon the execution of this Agreement, the Developer shall submit a cash escrow in the amount of \$75,000 to the City to be applied to payment of the costs described in this section 3.01, provided that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within 10 days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event City does not recover its costs under the provisions of this section 3.01, as an additional remedy, the City may, at its option, assess equally the parcels that make up the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the total amount collectively levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses

actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount collectively levied, together with the funds deposited with the City, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services pursuant to Minnesota Statutes, section 514.67.

This section 3.01 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

3.02. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

3.03. Amendment. Any amendment to this Agreement must be in writing and signed by all parties.

3.04. Attorneys' Fees. The Developer agrees to pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought by the City against the Developer to enforce the terms of this Agreement.

3.05. Agreement to Run with Land. This Agreement may be recorded among the land records of Ramsey County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and all assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Ramsey County, Minnesota and the Developer and the City agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

3.06. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

3.07. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer:	Harstad Hills, Inc. 2195 Silver Lake Road New Brighton, MN 55112 Attn: Martin Harstad
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(b) as to the City:

City of Mounds View
2401 County Hwy 10
Mounds View, MN 55112
Attn: City Administrator

with a copy to:

Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 3.07. The Developer hereby authorizes Martin Harstad of Harstad Hills, Inc. to represent its interests and communicate with the City for all purposes related to the Subdivision, this Agreement, and any City applications related to the development of the Property as contemplated by this Agreement. Mr. Harstad is also authorized to execute any and all required land use applications on behalf of the Developer. The City shall have no obligation to send written notices related to this Agreement or any such applications to the entities that make up the Developer, either individually or collectively, provided, however, that this Agreement may only be amended in a writing signed by all parties hereto and Mr. Harstad shall have no authority to unilaterally execute such an amendment on behalf of the Developer.

3.08. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

3.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

3.10. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

3.11. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance. Nothing in this Agreement shall constitute a waiver or

limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

This section 3.11 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

3.12. Insurance. The Developer agrees to take out and maintain or require its general contractor to cause to be taken out and maintained until six months after the City has accepted the Public Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the policy holder.

3.13. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option and following 30 days' written notice to the Developer and an opportunity to cure, perform the work utilizing the Financial Guarantee to pay all costs associated therewith. In the event that the City is unable to utilize the Financial Guarantee for any reason, the Developer shall promptly reimburse the City for any expense incurred by the City in exercising its rights herein.

This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the Property to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

3.14. Compliance with Existing Laws. The Developer warrants that all obligations performed pursuant to this Agreement shall be in compliance with existing Federal, State and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

3.15. Entitlements; Permits. This Agreement does not include the approval of any land use entitlements, subdivisions, site plans, or building permits for any structures within the Property. The Developer must submit for and the City must approve any such entitlements or permits prior

to any work being done on the Property. All customary fees associated with any such applications shall be paid in accordance with City requirements.

3.16. Miscellaneous Provisions.

- a. The Developer represents to the City that the development of the Property, the Subdivision, and the plat will comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Subdivision, plat, or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the plat, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely at the cost of the Developer; further, the Developer shall take all necessary actions such that the plat will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.
- b. Third parties shall have no recourse against the City under this Agreement.
- c. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits on the Property, including for lots sold to third parties.
- d. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.
- e. If building permits are issued prior to the completion and acceptance of any Public Improvements, the Developer assumes all risk, liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents, or third parties.
- f. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- g. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- h. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.
- i. No officer, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.
- j. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

[The remainder of this page to remain intentionally blank].

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY OF MOUNDS VIEW

By: _____
Gary Meehlhause
Acting Mayor

By: _____
Nyle Zikmund
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Gary Meehlhause and Nyle Zikmund, the Acting Mayor and City Administrator, respectively, of the City of Mounds View, a Minnesota municipal corporation, on behalf of the City.

Notary Public

HARSTAD HILLS, INC.

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of Harstad Hills, Inc., a Minnesota
business corporation, on behalf of said corporation.

Notary Public

DEVELOPER (PID 063023140066)
NUWAY DEVELOPMENT
INCORPORATED

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of NuWay Development
Incorporated, a Minnesota business corporation, on behalf of said corporation.

Notary Public

DEVELOPER (PID 063023140073)

By: _____
Daniel A. Behnken

By: _____
Gwen Behnken

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Daniel A. Behnken and Gwen Behnken, married to each other.

Notary Public

DEVELOPER (PID 063023140067)

By: _____
Margaret M. Krig

By: _____
Gary L. Krig

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Margaret M. Krig and Gary L. Krig, married to each other.

Notary Public

DEVELOPER (PID 063023140019)
HANS LELAND AND ILONA L.
MELGAARD TRUST U/A DATED
OCTOBER 31, 2018

By: _____
Hans Leland Melgaard, as Trustee

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 20____, by Hans Leland Melgaard in his capacity as trustee of the Hans
Leland and Ilona L. Melgaard Trust U/A dated October 31, 2018.

Notary Public

DEVELOPER (PID 063023140017)

By: _____
Carlos Nazareth

By: _____
Lina Nazareth

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Carlos Nazareth and Lina Nazareth, married to each other.

Notary Public

DEVELOPER (PID 063023140015)

By: _____
Charles Wesley Jennings

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Charles Wesley Jennings, a single person.

Notary Public

DEVELOPER (PID 063023140016)
SMP HOLDING LLC

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of SMP Holding LLC, a Minnesota
limited liability company, on behalf of said company.

This document drafted by:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

Outlot A, Long Lake Woods, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

PID 063023140066 (Torrens Property)

Parcel 2:

That part of the North 143 feet of the South 405 feet of the Northeast 1/4 which lies Westerly of the East 229.70 feet and lies Easterly of the West 2143 feet of said Northeast 1/4 all in Section 6, Township 30, Range 23, except Long Lake Road, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

PID 063023140073 (Abstract Property)

Parcel 3:

All that part of the East 313 feet of the South 405 feet of the West 2112 feet of the Northeast Quarter of Section 6, Township 30, Range 23, except the East 185 feet of the West 2112 feet of the South 250 feet of the Northeast Quarter of Said Section 6, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

PID 063023140067 (Abstract Property)

Parcel 4:

The South 1/2 of that part of the Northeast 1/4 of Section 6, Township 30, Range 23, described as: Beginning at a point 2112 feet East of the West line and 405 feet North of the South line of said Northeast 1/4; thence West parallel with the South line of said Northeast 1/4 528 feet; thence North parallel with the West line of said Northeast 1/4 202.5 feet; thence East parallel with the South line of said Northeast 1/4 528 feet; thence South parallel with the West line of said Northeast 1/4 202.5 feet to the point of beginning, except the West 300 feet thereof, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota.

PID 063023140019 (Abstract Property)

Parcel 5:

The North One-half (N 1/2) of that part of the Northeast Quarter (NE 1/4) of Section 6, Township 30, Range 23, Ramsey County, Minnesota, described as follows: Beginning at a point Two Thousand One Hundred Twelve feet (2,112') East of the West line, and Four Hundred Five feet (405') North of the South line of said Northeast Quarter (NE 1/4); thence West parallel with the South line of said Northeast Quarter (NE 1/4) a distance of Five Hundred Twenty-eight feet (528'); thence North parallel with the West line of said Northeast Quarter (NE 1/4) a distance of Two Hundred Two and five-tenths feet (202.5'); thence East parallel with the South line of said Northeast Quarter (NE 1/4) a distance of Five Hundred Twenty-eight feet (528'); thence South parallel with the West line of said Northeast Quarter (NE 1/4) to the point of beginning, a distance of Two Hundred Two and five-tenths feet (202.5').

PID 063023140017 (Abstract Property)

Parcel 6:

South 1/2 that part of the NE 1/4 of Section 6, Township 30 North, Range 23 West of the Fourth Prin Meridian, Described as follows: Beginning at a point 2112 feet East of the West line and 810 North of the South line of said NE 1/4, thence West parallel with the South line of said NE 1/4 distance 528 feet, thence South parallel with the West line of said NE 1/4 distance 202.5 feet, thence East parallel with the South line of said NE 1/4 distance 528 feet, thence North parallel with the West line of said NE 1/4 to point of beginning distance 202.5 feet, according to the United States Government Survey thereof and situate in Ramsey County, Minnesota. Subject to an easement for road purposes over the West 25 feet thereof. Subject to a 5 foot strip easement along the rear line for public utility use.

PID 063023140015 (Abstract Property)

Parcel 7:

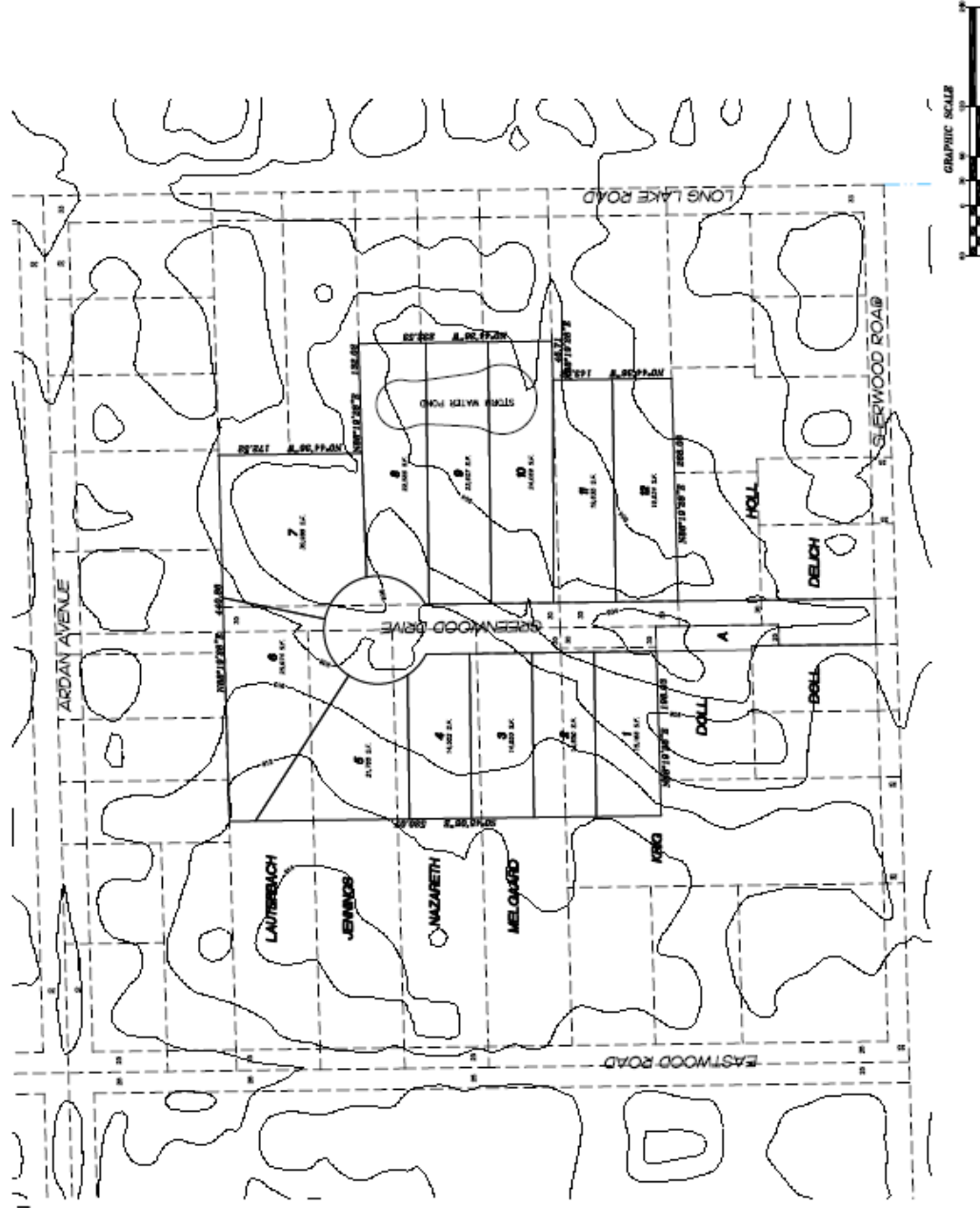
N1/2 of that part of the NE1/4 of Sec. 6, T.30, R.23, described as follows: Beginning at a point 2112 feet E. of the W. line and 810 feet N. of the S. line of said NE1/4, thence W. parallel with the S. line of said NE1/4 distant 528 feet, thence S. parallel with the W line of said NE 1/4, distant 202.5 feet, thence E. parallel with the S. line of said NE1/4, 528 feet, thence E. parallel with line of said NE1/4 to point of beginning, distant 202.5 feet, containing 2.45 acres more or less, Ramsey County, Minn. Subject to easement for road purposes over the W. 25 feet thereof. Subject to a 5 foot strip easement along the rear line for public utility use such as setting of poles, stringing of wires, trimming or removing of trees, if necessary for line clearance & laying of underground conduits. Restrictions as Spring Lake Park Knolls except 75 feet to front lot line.

PID 063023140016 (Abstract Property)

EXHIBIT B DEPICTION OF NEW LOTS/SUBDIVISION

CONCEPT PLAN

-of- LONG LAKE WOODS SECOND ADDITION
-for- HARSTAD HILLS, INC.



NOTES

- No field survey was done to prepare this plan.
- This survey was prepared without the benefit of title work. Additional research, including public examinations and field work, may reveal a commitment to an alternate site location.

E.L.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE Suite 110
Lino Lakes, MN 55014
Tel: (651) 351-0200 Fax: (651) 351-0701

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Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis MN 55402-1299
(612) 337-9300 telephone
(612) 337-9310 fax
<http://www.kennedy-graven.com>
Affirmative Action, Equal Opportunity Employer

SCOTT J. RIGGS
Attorney at Law
Direct Dial (612) 337-9260
Email: sriggs@kennedy-graven.com

MEMORANDUM

Date: January 18, 2024
To: Nyle Zikmund, City Administrator
From: Scott J. Riggs, City Attorney
Re: Mounds View Project Status Report

CITY:

- MU125-11: Administration. General discussions with City staff regarding various City matters and various questions. Review data practices request. Matters are presently pending.
- MU125-47: Planning Matters. Review request to open a transitional housing project. Research same. Consult with City staff. Matter is presently pending.
- MU210-4: Charter Commission. Consult with City staff regarding proposed Charter language. Work on potential petitions. Research regarding processes, etc. Attend Charter Commission meetings. Draft proposed Charter language, notices, resolutions, etc. Matter is presently pending.
- MU210-54: Code Updates/Revisions. Consult with City staff regarding matter. Review various documents and consult with City staff regarding same. Matter is presently pending.
- MU210-262: Greenwood Drive Infill Development. Various meetings and calls with City staff. Follow-up regarding moving forward. Review title commitments and documents forwarded to us from developer. Finalize development agreement and resolutions regarding right-of-way. Consult with County regarding right-of-way. Matter is presently pending.
- MU210-305: Stellmaker Addition. Review documentation regarding project. Consult with City staff. Draft updated plat opinion and forward to City staff. Matter is presently pending.
- MU210-313: Organized Collection. Legal research regarding matter. Consult with City staff regarding matter. Attend Work Sessions and Council meetings regarding matter. Review petitions received regarding matter and provide comments to City staff. Set up and participate in meetings with haulers. Work with City staff regarding Waste Haulers Options Committee. Matter is presently pending.
- MU210-319: PFAS Matter. Legal research regarding matter. Consult with City staff regarding potential agreement to pursue legal action on behalf of the City. Matter is presently pending.

- MU210-320: Plat of Alexander Gardens. Review title and plat. Draft plat opinion and agreement and forward to City staff. Matter is presently pending.
- MU210-321: 7765 Pleasant View Matter. Consult with City staff regarding private sewer line encroachment and Maintenance. Matter is presenting pending.
- MU210-322: 2925 Conty Road H2. Consult with City staff regarding escrow. Matter is presently pending.
- MU210-323: LEP Policy. Legal research regarding LEP. Consult with City staff. Matter is pending.

EDA:

- MU205-13: General Matters. Review documentation for several upcoming projects. Matter is presenting pending.
- MU205-52: MWF Properties Project/Villas of Mounds View. Review recent correspondence regarding request to finalize several documents. Work on certificate of completion, investment letter, TIF Note, etc. TIF Note has been executed and forwarded to developer. Matter is presently pending.
- MU205-62: 2716 Hillview Road. Consult with City staff, title company and sellers regarding matter. Draft and revise purchase agreement. Closing is scheduled to occur on Friday, January 19, 2024. Matter is presently pending.
- MU205-63: 2833 Mounds View Boulevard. Consult with City staff, title company and seller regarding matter. Draft and revise purchase agreement. Matter has closed. Some follow-up may occur. Matter is presently pending.

SJR:jms