CITY OF MOUNDS VIEW
SPECIAL CITY COUNCIL MEETING AGENDA
MOUNDS VIEW CITY HALL
Monday, January 2, 2018
6:30 p.m.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Mueller, Gunn, Hull, Meehlhause, Bergeron

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES
   A. November 27, 2017
   B. December 4, 2017 (Truth-In-Taxation Special Meeting)
   C. December 11, 2017

6. CONSENT AGENDA
   A. Resolution 8885 Approving an Extension of Dippin Chocolates Lease

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. SPECIAL ORDER OF BUSINESS
   A. Resolution 8880, Appreciating Jessica Rieland for Her Service on the Mounds View Economic Development Commission

9. COUNCIL BUSINESS
   A. Resolution 8884, Appointing Nyle Zikmund as City Administrator
   B. Resolution 8882, Selection of the Acting Mayor, Treasurer and Official Newspaper and Depositories for 2018
   C. Resolution 8883, Appointing City Council Members and City Staff as Representatives for City Commissions and Other Organizations
   D. Resolution 8881, Approving the hire of Karla Keys as Police Administrative Assistant
10. **REPORTS**

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

11. **Next Council Work Session: Immediately Following This Meeting**
    **Next Council Meeting: January 8, 2018 6:30 p.m.**

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Bergeon, Gunn, Hull, Meehlhouse, Mueller

   NOT PRESENT: None.

4. APPROVAL OF AGENDA
   A. Monday, November 27, 2017, City Council Agenda.

   MOTION/SECOND: Gunn/Hull. To Approve the Monday, November 27, 2017, agenda as presented.

       Ayes – 5          Nays – 0          Motion carried.

5. APPROVAL OF MINUTES
   A. November 13, 2017, City Council Meeting Minutes.

   Council Member Hull requested a correction on Page 5, Line 42 stating Sysco was spelled incorrectly.

   Council Member Meehlhouse requested a correction on Page 1, Line 43 requesting Ramsey County Commission be added before Mary Jo McGuire.

   Council Member Meehlhouse requested a correction on Page 3, Line 4 stating the line should read a realistic plan.

   Council Member Meehlhouse requested a correction on Page 5, Line 37 removing the word had.

   Council Member Meehlhouse requested a correction on Page 5, Line 42 removing the word the.

   Council Member Meehlhouse requested a correction on Page 6, Line 13 deleting the word for.
Council Member Meehlhause requested a correction on Page 8, Line 41 removing the words at and County.

Mayor Mueller requested a correction on Page 8, Line 23 it should be noted Councilmember Bergeron attended this event and not the Mayor.

Mayor Mueller requested a correction on Page 9, Line 1 changing addressed to resolved.

Mayor Mueller requested a correction on Page 9, Line 11 stating this line should read: updated the Council on the Crossroad Pointe development.

Mayor Mueller requested a correction on Page 9, Line 44 adding the following sentence after the word year: The food shelf has a donor matching up to $15,000 for cash and check donations through December 31, 2017.

MOTION/SECOND: Gunn/Meehlhause. To Approve the November 13, 2017, City Council meeting minutes as corrected.

Ayes – 5       Nays – 0       Motion carried.

6. CONSENT AGENDA

Council Member Meehlhause asked to remove Item 6E.

A. Just and Correct Claims.
C. Resolution 8861, Authorizing Severance for Jennifer Fulton, Police Support Specialist.
D. Resolution 8862, Adopting the Position Description for the Human Resources Coordinator Position.
E. Resolution 8863, Approving the Recording Secretary Service Agreement Amendment with TimeSaver Off-Site Secretarial, Inc.
F. Resolution 8865, Electing to Retain the Statutory Tort Limit on Liability for the 2018 Insurance Policies.

MOTION/SECOND: Meehlhause/Hull. To Approve the Consent Agenda as amended removing Item 6E.

Ayes – 5       Nays – 0       Motion carried.

E. Resolution 8863, Approving the Recording Secretary Service Agreement Amendment with TimeSaver Off-Site Secretarial, Inc.

Council Member Meehlhause stated he was surprised to see the minutes required changes each
month given the fact a professional service was hired to provide minutes.

Mayor Mueller encouraged Interim City Administrator Zikmund to reach out to TimeSaver Off-Site Secretarial regarding this concern.

MOTION/SECOND: Meehlhause/Bergeron. To Waive the Reading and Adopt Resolution 8863, Approving the Recording Secretary Service Agreement Amendment with TimeSaver Off-Site Secretarial, Inc.

Ayes – 5  Nays – 0  Motion carried.

7. PUBLIC COMMENT

Robin Howard, Social Worker at Pinewood Elementary School, discussed two items with the Council. She stated she was hosting a dinner discussion at the Mounds View Community Center for Pinewood Elementary families on Thursday, December 7th. She invited the City Council to attend and participate in this event. She commented on the Pinewood Learning Support and Family Welcome Center and described the mission for this group. She asked if the City Council would be interested in being a part of the welcome package being offered by the welcome center.

Mayor Mueller encouraged Ms. Howard to speak with Interim City Administrator Zikmund regarding the welcome package situation. She encouraged Ms. Howard to reach out to the Ramsey County Library as well.

8. SPECIAL ORDER OF BUSINESS

None.

9. COUNCIL BUSINESS

A. 6:05 p.m. Public Hearing: to Consider a Street Reconstruction Project located in the Business Park North to be Assessed Pursuant to Chapter 8 of the City Charter.

Public Works Director Peterson requested the Council consider a street reconstruction project located in the Business Park North which would be assessed pursuant to Chapter 8 of the City Charter. He discussed the findings from the recent soil borings and noted these roadways were constructed originally in 1974. He reviewed the recommendations for the reconstruction project and explained the majority of the curbing would remain intact. Staff reported this project would be paid for through City funds and assessments. Further discussion ensued regarding the project timeline.

Mayor Mueller requested staff describe the project area in further detail for the public. Public Works Director reviewed the roadways included within the proposed improvement project.

Mayor Mueller opened the public hearing at 6:26 p.m.
Jason Studer, 2135 Program Avenue, explained he owned 35W Auto Repair and Car Wash. He expressed concern with how his business would be impacted by the proposed improvement project. He feared that vehicles would not be able to drive through this area to wash their cars, which would hurt his business.

Del Pawlecheck, Multi-Tech Systems, expressed concern with how traffic would flow to and from his business. He asked how and when the final assessment amount would be set.

Mayor Mueller explained after the project was approved and completed the final costs would be set during an assessment hearing. She reported the assessment hearing was projected to be held in October of 2018. She noted these assessments would be for 10 years and would have 5.5% interest rate.

Hearing no further public input, Mayor Mueller closed the public hearing at 6:32 p.m.

Council Member Meehlhause requested further information on how this project would be completed. Public Works Director Peterson explained the proposed streets would never be completely shut down. He indicated this would be a very fast project and curb repair/work would be completed first. He anticipated that once the asphalt was out and the street was regraded, it would only be a matter of a week or two before the pavement was back in place. He reported this project area did not include extensive sanitary sewer repairs.

Council Member Meehlhause asked if the project would be completed in phases. Public Works Director Peterson stated the project would be done in several phases.

Council Member Hull questioned if staff could work with Mr. Studer in order to address his access concerns. Public Works Director Peterson stated he would be in contact with Stantec and Mr. Studer.

Mayor Mueller inquired where storm sewer improvements would be made within this project. Public Works Director Peterson discussed the improvements that would be made to the storm sewer system within the project area.

Council Member Meehlhause asked if Council action was required at this meeting. Public Works Director Peterson explained the only action required was for the Council to hold the Public Hearing.

Council Member Meehlhause encouraged the business owners in attendance to contact business owners along Mustang Drive. He explained these business owners were very pleased to have new streets and provided a great deal of positive feedback to the City on how this project was completed. He stated he was happy to see these roadways being completed as they were not part of the City-wide street reconstruction plan.

Mayor Mueller requested the proposal or RFP include a clause that the roadways may not remain
open for more than 30 days.

Council Member Bergeron questioned when Quincy would be completed. Public Works Director Peterson stated this roadway was slated for work in 2020.

B. Resolution 8852, a Resolution to Consider and Approve the 2018 Fee Schedule.

Interim City Administrator Zikmund recommended the Council approve the 2018 fee schedule. He reported staff has been working on the fee for the theater on-sale intoxicating liquor license and noted only modest adjustments were made to all other proposed fees. Staff provided further comment on the fee schedule and recommended approval.

Mayor Mueller reviewed the proposed fees for the on-sale intoxicating liquor license.

Council Member Bergeron stated he understood softball field charges had increased and this was done to keep Mounds View in line with neighboring communities. He asked if these increases would impact field usage. Interim City Administrator Zikmund deferred this question to Public Works Director Peterson. Public Works Director Peterson stated the YMCA is not anticipating any change in the field usage.

MOTION/SECOND: Gunn/Mueller. To Waive the Reading and Adopt Resolution 8852, a Resolution to Consider and Approve the 2018 Fee Schedule.

Ayes – 5  Nays – 0  Motion carried.

C. Resolution 8854A, Accepting Improvements and Approve Final Payment for CSAH Trail Segment 6 & 11.

Public Works Director Peterson requested the Council accept the improvements and approve final payment for CSAH trail segments 6 and 11. He reported this project started in 2015 and provided valuable connections within the City’s trail system. He explained the trail work included lighting and landscaping. He reviewed the expense for the project, noting it came in $27,000 under budget. Staff recommended the Council accept the improvements and approve of the final payment.

Mayor Mueller asked if the new trail segment has had any impact on the south side of Groveland Road. Public Works Director Peterson stated he was unaware of this situation, but stated he would investigate this further.

MOTION/SECOND: Mueller/Meehlhause. To Waive the Reading and Adopt Resolution 8854, Accepting Improvements and Approve Final Payment for CSAH Trail Segment 6 & 11.

Council Member Bergeron stated he appreciated the fact these trail segments were now complete and that they came in under budget.
Ayes - 5  Nays - 0  Motion carried.

D. Resolution 8855, Accepting Improvements and Approve Final Payment for Silver View Trail Rehabilitation.

Public Works Director Peterson requested the Council accept improvements and approve final payment for the Silver View Trail Rehabilitation. He explained this project started in 2014 when design services were ordered. He stated in 2015, the City moved the project forward and ran into problems with several easements, which delayed the project one year. He reported the project was completed in the fall of 2016 and 5% of the project was held by the City until the final punch list items were completed. He indicated this project came in $50,500 under budget. Staff recommended the Council accept the improvements and approve the final payment.

Mayor Mueller thanked City Attorney Riggs, Public Works Director Peterson, City Administrator Ericson, and Interim City Administrator Zikmund for working so diligently on the easement issues in order to complete this trail segment.

MOTION/SECOND: Meehlhause/Gunn. To Waive the Reading and Adopt Resolution 8855, Accepting Improvements and Approve Final Payment for Silver View Trail Rehabilitation.

Council Member Meehlhause stated residents were very pleased with how this trail turned out. He thanked former Public Works Director Erickson for his assistance on this project.

Ayes - 5  Nays - 0  Motion carried.

E. Resolution 8859A, Approving the Hire of Nicholas Henly as Building Official.

City Planner/Supervisor Sevald requested the Council approve the hire of Nicholas Henly as the City’s Building Official. He reported the City has had a vacancy in this position since late September. The City has been contracting these services in the interim. He commented on the hiring process and noted the City had seven applicants apply for this position. After completing interviews, staff recommended the hire of Nicholas Henly. He also recommended this position be changed from non-exempt to exempt.

Council Member Gunn asked why staff was recommending a change to the exempt status. City Planner/Supervisor Sevald explained this change would remove the hourly rate and allow the building official to work more than 40 hours per week if a storm situation were to arise. Interim City Administrator Zikmund reported the newly approved job description points to this position being exempt.

Mayor Mueller questioned when Mr. Henly would be starting with the City. City Planner/Supervisor Sevald stated Mr. Henly would begin working for Mounds View on January 2, 2018.
MOTION/SECOND: Gunn/Mueller. To Waive the Reading and Adopt Resolution 8859, Approving the Hire of Nicholas Henly as Building Official.

Ayes – 5          Nays – 0          Motion carried.

F. Resolution 8864, Approving Fred Kolkman Tennis & Sport Surfaces, Inc. to prepare plans and specifications for total reconstruction of the tennis courts at Greenfield and Groveland Parks.

Public Works Director Peterson requested the Council approve Fred Kolkman Tennis and Sports Surfaces to prepare plans and specifications for the total reconstruction of the tennis courts at Greenfield and Groveland Parks. He explained these tennis courts were beyond their useful life and were in need of reconstruction. He reported the Park and Recreation Commission has recommended both of these parks should have one basketball court and one tennis court. It was noted the project cost would be covered by the Park Dedication Fund.

Council Member Bergeron asked if the lighting would be adjusted at these facilities. Public Works Director Peterson stated the lighting would remain in place and the courts would be centered within the existing lighting.

Council Member Meehlhause questioned how much this project would cost. Public Works Director Peterson anticipated the project would cost several hundred thousand dollars per tennis court. He explained he would be reporting back to the Park and Recreation Commission after staff receives plans and specifications from Fred Kolkman Tennis and Sports Surfaces.

MOTION/SECOND: Hull/Meehlhause. To Waive the Reading and Adopt Resolution 8864, Approving Fred Kolkman Tennis & Sport Surfaces, Inc. to prepare plans and specifications for total reconstruction of the tennis courts at Greenfield and Groveland Parks.

Ayes – 5          Nays – 0          Motion carried.

10. REPORTS
   A. Reports of Mayor and Council.

Council Member Meehlhause reported he attended a Twin Cities Gateway meeting last week. He noted the visitor’s bureau continues to remain solid and was pleased to report tax collection for the fourth quarter was strong. He provided further comment on hotel taxes collected between 2016 to 2017.

Mayor Mueller commented on a recent magazine that highlighted the Twin Cities Gateway organization, but more importantly focused on the Mermaid and the Mounds View Event Center. She stated she was proud that both of these facilities were featured in this well-known Twin Cities Business magazine.
Council Member Meelhause stated he would be attending the Met Council/League of Minnesota Cities meeting on Wednesday, November 29th. He reported he had an NYFS Executive Committee meeting on Thursday, November 30th.

Council Member Meelhause encouraged the community to attend the Lions Breakfast with Santa on Sunday, December 3rd from 9:00 a.m. to 1:00 p.m. at Edgewood Middle School. He noted Cookies with Santa would be held at the Mounds View Community Center on Saturday, December 2nd from 10:00 a.m. to 12:00 p.m.

Council Member Meelhause stated the next YMCA Advisory Committee meeting would be on Monday, December 4th.

Council Member Meelhause reported on Saturday, December 2nd long-time Mounds View Resident Don “Mr. Mounds View” Hodges would be celebrating his 90th birthday. He provided further comment on the large number of activities that Mr. Hodges participated in and wished Don a very Happy Birthday. A round of applause was offered by all in attendance.

Council Member Bergeron wished Don Hodges a Happy Birthday as well and agreed he was “Mr. Mounds View”.

Council Member Bergeron requested the Council consider supporting a Resolution that would allow students to participate and serve on the City’s commissions during their junior or senior year. He believed it would greatly benefit the City to allow students to serve in this capacity.

Mayor Mueller asked if the Council supported discussing this further on Monday, January 2nd at their worksession meeting. The Council supported this recommendation.

Council Member Meelhause stated this was a great way to get youth interested in governmental service.

Council Member Gunn reported the I-35W Coalition met recently and the group discussed why fees were still being collected. She explained there was a need to collect dues to address Phase II of the upcoming project.

Mayor Mueller provided the Council with a chart she received at a recent meeting on parliamentary procedures.

Mayor Mueller thanked all Mounds View residents who had holiday lights on display and those performing acts of goodwill, which included a donation to the Ralph Reed Food Shelf. She explained all donations made through December 31, 2017 would have a match from a generous donor up to $15,000.

Mayor Mueller wished Finance Director Beer a Happy Birthday.
Mayor Mueller stated on Tuesday, November 28th the 60th Anniversary Committee would be meeting at City Hall at 7:00 p.m. Those interested in helping with this event were encouraged to attend.

Mayor Mueller reported she would be attending the Met Council/League of Minnesota Cities meeting on Wednesday, November 29th at 10:30 a.m. The sessions planned for this event were reviewed in further detail.

Mayor Mueller noted she would be attending the Ramsey County League of Local Government Annual Meeting on Thursday, November 30th where the key discussion would be provided by David Schultz, who was a Political Science Professor at Hamline University.

Council Member Gunn stated on December 5th, December 7th, December 12th and December 14th sessions would be held for the New American Academy at Silver View Plaza. (10am to noon).

B. Reports of Staff.

Public Works Director Peterson provided the Council with a progress update on the Public Works Facility.

Public Works Director Peterson reported MnDOT was seeking approval from the City to have the signal lights on County Road 10 to be synched or timed in a certain manner during the MNPASS project. He provided further comment on how this project would impact the City.

Mayor Mueller asked if the speed limit along County Road 10 would be changed by MnDOT. Public Works Director Peterson stated MnDOT was not proposing to change the speed limit but rather wanted to have the lights synchronized in order to keep traffic flowing through this area in a more efficient manner.

Council Member Bergeron stated he supported synchronization of these lights.

Mayor Mueller supported the light synchronization as well and hoped that this would improve safety along the corridor.

The Council offered their full support to synchronize the lights along County Road 10.

Mayor Mueller asked when the Council could tour the Public Works Facility next. Public Works Director Peterson suggested the tour be held on Monday, December 11th at 5:00 p.m.

Finance Director Beer reported staff attended new website training today and staff would continue to work to eliminate the bugs and errors on site. He explained staff was finishing up online open enrollment and noted this went quite smoothly.

Finance Director Beer reviewed the items that would be addressed by the Council at their December 4th worksession and December 11th City Council meetings.
Finance Director Beer stated he was pleased to report the City received a certificate from the
MNGFOA for the 2016 Audit. He noted this was the 13th year in a row the City has received this
award. The Council offered Finance Director Beer a round of applause for his efforts on behalf
of the City.

Finance Director Beer requested the Council provide staff with a date for the January Council
Retreat. The Council recommended the retreat be held on Monday, January 29th at 6:00 p.m.

Interim City Administrator Zikmund provided the Council with an update on the hiring process
for the Police support position. He noted 124 applications were received and noted interviews
would be held next week.

Interim City Administrator Zikmund reported he attended a MAC Advisory Committee meeting
and it was noted they would not be updating their Comprehensive Plan in 2018 as they have no
plans to change their facility. He explained the remainder of the meeting was spent discussing
Super Bowl impacts.

Interim City Administrator Zikmund indicated the City received five proposals for prosecution
services. He stated Chief Harder and himself reviewed these proposals and would be holding
interviews with two of the firms next Monday and Tuesday.

Interim City Administrator Zikmund provided the Council with a handout from the discussion
held at the recent retreat. He summarized the comments made at this meeting and reviewed the
future funding challenges the Council will face. He noted this handout was for informational
purposes only.

C. Reports of City Attorney.

City Attorney Riggs had nothing additional to report.

Mayor Mueller commented on a letter from City Planner/Supervisor Sevald regarding MU2010-
255. She presented the City Attorney with a copy of this letter. She stated publicly the City was
trying to move forward to resolve this issue and delays continue due to actions of the property
owner. She anticipated this matter would be delayed into 2018, which was because of the
property owner and not the actions of the City.

D. Report of Executive Search Consultant.

Mayor Mueller excused Interim City Administrator Zikmund from the meeting at this time. She
noted the Council would be receiving an update from a consultant from Springsted Waters
regarding the Executive Search for the new City Administrator position. She noted the Council
currently had a list of 13 finalists to consider. She explained the candidates would be discussed
by their number and would not be identified by their name.
Mayor Mueller recessed the City Council meeting at 7:57 p.m.

Mayor Mueller reconvened the City Council meeting at 8:04 p.m.

Sharon Klump, Springsted Waters Consultants, thanked the Council for their time and noted the objectives for this meeting was to discuss candidates and select finalists. She reported this would be done by speaking of the candidates by their number and not by name or their current employer. She stated she would also like to finalize interview dates. She commented on the videos that were submitted by the candidates and requested the Council offer their top candidates by number at this time.

Mayor Mueller stated not all members of the Council had their candidate information in front of them and staff was making copies. She asked if any of the candidates had been hired by another municipality and had dropped out of consideration. Ms. Klump reported Candidate 2 had dropped out. It was noted all others were still under consideration.

Mayor Mueller explained the City Council and Mayor had previously discussed waiting to hire the key positions that were vacant in City Hall until after the new City Administrator was on board. However, after further consideration, a Public Works Director and Human Resources Coordinator were hired.

Ms. Klump stated the top five candidates based on the rankings provided by the Council were 1, 8, 9, 12 and 13. She asked if there were any other candidates that the Council would like to discuss further.

Council Member Gunn requested Candidates 11 be discussed further.

Council Member Meehlhause stated he had Candidates 4 and 6 on his list. Ms. Klump stated no further conversation would be held regarding Candidates 3, 5, 7, and 10.

Mayor Mueller and Council Member Meehlhause asked that Candidate 10 remain in the list for consideration.

Mayor Mueller stated her top four candidates were Candidates 1, 10, 12 and 13.

Council Member Meehlhause indicated his top four were Candidates 4, 6, 10 and 13.

Council Member Bergeron commented his top four were Candidates 3, 8, 9, and 12.

Council Member Hull stated his top four were 13, 1, 4 and 12.

Council Member Gunn reported her top four candidates were 1, 13, 8 and 11.

Mayor Mueller reviewed the desired capabilities the City Administrator was to exhibit in order to be considered by the City Council.
Ms. Klump tallied the votes for the top four candidates from each Council Member and provided the following results:

- Candidate 1: 3 votes
- Candidate 3: 1 vote
- Candidate 4: 2 votes
- Candidate 6: 1 vote
- Candidate 8: 2 votes
- Candidate 9: 1 vote
- Candidate 10: 2 votes
- Candidate 11: 1 vote
- Candidate 12: 3 votes
- Candidate 13: 4 votes

Ms. Klump explained Candidates 1, 12 and 13 had the highest number of votes. For this reason, she recommended the Council move forward with candidates 1, 12 and 13.

Mayor Mueller questioned if any of these finalists were being actively pursued by other cities. Ms. Klump reported Candidate 1 and 12 were in active searches and could possibly be hired by other cities.

Mayor Mueller recommended a fourth candidate be added to the Council’s list of finalists. She suggested a Candidate that received two votes be considered. Ms. Klump concurred with this suggestion and stated the Council could elect to have five finalists or a second round of interviews.

Mayor Mueller suggested Candidate 10 be added to the list of interviewees.

Council Member Gunn recommended that the top six vote getters be interviewed considering several candidates were in other search processes. She asked that Candidates 4, 8 and 10 be added to the list of finalists. Ms. Klump stated she would be able to work with this list.

Council Member Hull commented the Council was now considering candidates that received less than half of the votes from the Council. Ms. Klump understood this to be the case but encouraged the Council to hold all of the interviews at one time.

Council Member Gunn supported the Council holding group interviews with these top six candidates. Ms. Klump reported reference and background check information, along with information from department heads would be available for the Council to review prior to the group interviews. She believed all of these different data points would be valuable for the Council to consider.

Mayor Mueller expressed concern with Candidate 4 and noted how the work history for this individual showed short stints at a number of positions. She asked if there was any other
information available regarding this situation. Ms. Klump stated this individual was beginning
their career and she did not believe this person was looking for a stepping stone but rather was
gathering experience in order to move into the metro area and noted Mounds View was an
attractive position for this individual.

Council Member Meehlhause stated he had a concern with Candidate 1. Ms. Klump stated she
spoke with Candidate 1 and noted there was a mutual parting from the recent position. She
understood there were frustrations in this position and working with the City Council. Further
discussion ensued regarding this situation.

Ms. Klump summarized the comments she has heard from the Council and noted the top finalists
moving forward for Council consideration were Candidates 1, 4, 8, 10, 12, and 13. She
explained she would be in contact with these individuals tomorrow morning and her office would
be preparing data practices information. She provided further comment on the interview process
and noted interviews were slated for December 15th and December 16th. She apologized to the
Council and explained she would not be available on December 15th, however one of her
colleagues may be available to assist with the interviews with the department heads.

Mayor Mueller supported the interviews with the department heads remaining on December 15th,
with the Council panel interviews being held on December 16th. Ms. Klump stated a second
round of interviews could be held after December 16th if the Council does not have a clear
decision.

Council Member Meehlhause asked if the six finalist panel interviews should be spread over two
days. Public Works Director Peterson suggested three interviews be held on Friday and three be
held on Saturday.

Council Member Meehlhause questioned if a set of questions would be provided to the Council
to be used for each candidate. Ms. Klump stated she could provide the Council with a list of
questions and noted follow-up questions would be appropriate.

Mayor Mueller reviewed the seven top competencies for a highly qualified City Administrator
candidate with the Council. She stated she looked forward to interviewing the two six candidates
keeping these competencies in mind.

Mayor Mueller inquired if she should be making calls and checking references or if the
consultant should complete this work. Ms. Klump suggested the Mayor work with her on the
reference checks to ensure multiple calls were not being made to the same reference point.

Mayor Mueller recommended City Attorney Riggs sit in on the interviews as one of the
department heads. The Council was in agreement with this suggestion.

Mayor Mueller questioned how long the interviews would take. Ms. Klump suggested each
interview be held for 50 minutes with a 10 to 15-minute block in between the interviews.
Finance Director Beer asked how the City would make the names of the candidate’s public. Ms. Klump recommended the City have this information available to the public if someone calls. She reported a press release was not necessary. She explained she would be working on questions and would be forwarding these to staff on November 28th.

Council Member Gunn questioned if the candidates would be given a copy of the questions prior to the interview. Ms. Klump did not recommend this.

11. Truth-In-Taxation Meeting: Monday, December 4, 2017, at 6:00 p.m.
   Next Council Work Session: Monday, December 4, 2017, at 7:00 p.m.
   Next Council Meeting: Monday, December 11, 2017, at 6:00 p.m.

12. ADJOURNMENT

The meeting was adjourned at 9:22 p.m.

Transcribed by:

Heidi Guenther

TimeSaver Off Site Secretarial, Inc.
PROCEEDINGS OF THE MOUNDS VIEW CITY COUNCIL
CITY OF MOUNDS VIEW
RAMSEY COUNTY, MINNESOTA

Special City Council Meeting
December 4, 2017
Mounds View City Hall
2401 Mounds View Blvd., Mounds View, MN 55112
6:01 P.M.

1. MEETING IS CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Bergeron, Gunn, Hull, Meehlhause, Mueller.

NOT PRESENT: None.

4. APPROVAL OF AGENDA
   A. Monday, December 4, 2017, City Council Agenda.

MOTION/SECOND: Gunn/Bergeron. To Approve the Monday, December 4, 2017, agenda as presented.

Ayes – 5   Nays – 0   Motion carried.

5. PUBLIC INPUT

None.

6. SPECIAL ORDER OF BUSINESS

None.

7. COUNCIL BUSINESS
   A. Truth in Taxation.

Finance Director Beer indicated this special meeting fulfilled the City’s need to hold a Truth in Taxation hearing. He reviewed the proposed 2018 budget in detail indicating it was the City’s mission to provide high quality public services that effectively address changing citizen and community needs at a fiscally responsible rate. General Fund expenditures by purpose were reviewed along with expenditures by function. He noted this meeting would allow the public a time to voice concerns and explained the final budget would be approved at the December 11th City Council Meeting.
Finance Director Beer reported the public voted in November to add one Police Officer to the Mounds View Police Department. The additional expense for this new position was discussed. He then reviewed the General Fund operating expenditures in further detail. He indicated the General Fund operating expenditures would increase by 5.63% for 2018.

Finance Director Beer discussed the City’s revenues noting the estimated LGA for the coming year was $736,425. He explained the City included 90% of this amount in the budget as a precaution from future uncertainty at the State level. He noted the Fund Balance will be reduced by $250,000 all from the Levy Reduction Fund. He reviewed the 2017 levy to the 2018 levy noting the expense for the additional police position. He explained the City was looking at an 8.87% increase in the levy. He described how the median value homeowner would be impacted by the proposed tax levy. He noted he had a video posted on the City’s website to provide further information on the correlation between property taxes and home values. He commented on the levies proposed by neighboring communities and reported Mounds View was on the low end.

Mayor Mueller questioned what the balance was in the Levy Reduction Fund. Finance Director Beer reported this fund has just over $5.5 million.

Barbara Haake, 3024 County Road I, asked if the City was proposing an 8.87% increase for 2018. Finance Director Beer reported this was the case.

Ms. Haake questioned if this was due to the new police position. Finance Director Beer stated the General Fund increase was 4.3% and the new police position was 1.86%.

David Piskorski, 7878 Woodlawn Drive, inquired if staff had a breakdown of the contributions homeowners make to the City through property taxes versus commercial property owners. Finance Director Beer stated he did not have this information within his presentation.

Mr. Piskorski questioned how long it took new commercial projects to get on the tax rolls. Finance Director Beer explained if a project was completed by June 30th, the County would include it in the tax rolls for the following year. He reported partial values could be taken if a project was only partially complete.

Mr. Piskorski asked for further information on the fire department cost increases. Finance Director Beer stated the City had an increase in calls for service in 2017, which would lead to higher costs in 2018.

Judy Elfstrand, 2071 Pinewood Drive, commented on the chart in the recent Mounds View Matters. She asked if residents were taxed based on their home’s taxable value or market value. Finance Director Beer reported the County uses the taxable value.

She reported her property taxes were about $100 more than what she was charged. Finance Director Beer discussed the timing of the financial information and encouraged Ms. Elfstrand to
estimate her property taxes off of the taxable value for her home. He stated he could investigate
the history of this property and would be in contact with Ms. Elfstrand.

COUNCIL REPORTS

Council Member Meehlhause reported the Mounds View Police Department will begin the New
American Academy on Tuesday, December 5th from 10:00 a.m. to 12:00 p.m. at the Mounds
View Public Schools and Adult Learning Center in Silver View Plaza. He noted another session
would be held on Thursday, December 7th. The last two sessions would be held on Tuesday,
December 12th and Thursday, December 14th. He stated he would be attending all four of these
sessions.

Council Member Meehlhause explained he would be attending a Northeast Youth and Family
Services Board meeting on Thursday, December 7th. He stated he would also be attending the
Pinewood Dinner and Discussion on Thursday.

Council Member Meehlhause indicated the Mounds View Business Council would be meeting
next on Wednesday, December 13th at 7:30 a.m. at the Mermaid Event Center.

Council Member Meehlhause thanked all of the Mounds View residents who supported the
Mounds View Lions at their waffle breakfast yesterday morning.

Council Member Bergeron thanked Interim City Administrator Zikmund for his help on the plan
for youth in government. He noted this program would be called TCL for Tomorrow’s Civic
Leaders.

Council Member Gunn stated she would be attending a CTV Cable Commission meeting on
Thursday.

Council Member Gunn wished longtime resident Don Hodges and his wife Amy a happy
birthday. She explained Don was the City of Mounds View’s local historian.

Mayor Mueller reported she attended the Ramsey County League of Local Government Annual
Meeting last week. She provided an overview of the topics discussed at this meeting.

Mayor Mueller commented on the November/December Minnesota Cities magazine. She stated
the magazine had an article that addressed the high turnover rate for City employees.

Mayor Mueller indicated the 60th Anniversary Committee was still seeking volunteers to help
plan and organize an event for 2018. She thanked those who had submitted stories and photos.
She reported the 60th Anniversary Committee was planning a dance for Friday, August 17th,
which was the day before the Festival in the Park.

Mayor Mueller stated on Wednesday, December 13th she would be attending the Mounds View
Business Council.
Mayor Mueller encouraged residents to consider giving a donation to the Ralph Reeder Food Shelf before December 31st. She explained that all cash or check donations made during the month of December would be matched by a generous donor up to $15,000.

Mayor Mueller commented on The Boulevard development and the notice that was sent out to adjacent residents. She explained additional information was available at City Hall regarding this development.

Mayor Mueller congratulated Don and Amy Hodges on reaching their 90th and 89th birthdays.

Interim City Administrator Zikmund provided the Council with a handout on personnel matters. He explained Building Official Nick Henly would be starting with the City on January 2nd. He stated the Human Resources Coordinator Rayla Ewald began working with the City on November 20th. He indicated the Public Works Director position was filled by Don Peterson. He stated the Public Works Superintendent position had been posted internally, and the City only received two applications. The applications were being scored, and an assessment would be completed. He noted the City had three vacant positions within the Public Works Department at this time. The City would be advertising for this position after the Public Works Superintendent position was filled. His goal was to have these hiring completed by March 1st. He reported interviews would be held on Wednesday for the Police Support Specialist position.

Finance Director Beer provided the Council with an update on the next steps for the City Administrator position. He stated live interviews would be held with the top six candidates on December 15th and December 16th. He explained these candidates would be interviewed by the City Council, department heads and would receive a tour of the City by Public Works Director Peterson.

8. **Next Council Work Session:**
   Monday, December 4, 2017, at 7:00 p.m.

9. **Next Council Meeting:**
   Monday, December 11, 2017, at 6:00 p.m.

**ADJOURNMENT**

The meeting was adjourned at 7:02 p.m.

Transcribed by:

Heidi Guenther

*TimeSaver Off Site Secretarial, Inc.*
1. MEETING IS CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Bergeron, Gunn, Hull, Mechlhause, Mueller

   NOT PRESENT: None.

4. APPROVAL OF AGENDA
   A. Monday, December 11, 2017, City Council Agenda.

   Mayor Mueller requested action on Item 9G be held after Item 9A noting an EDA meeting will
   be held after Item 9A.

   Council Member Mechlhause requested Item 5A be removed from the agenda due to the fact the
   Council did not receive the November 27, 2017 minutes in the packet.

   MOTION/SECOND: Mechlhause/Gunn. To Approve the Monday, December 11, 2017, agenda
   as amended.

   Ayes – 5      Nays – 0      Motion carried.

5. APPROVAL OF MINUTES
   A. November 27, 2017, City Council Meeting Minutes.

   This item was removed from the agenda.

6. CONSENT AGENDA
   A. Just and Correct Claims.
   B. Resolution 8874, Approving the Purchase of a Meter Reader and Software.

   MOTION/SECOND: Gunn/Hull. To Approve the Consent Agenda as presented.

   Ayes – 5      Nays – 0      Motion carried.
7. PUBLIC COMMENT

None.

8. SPECIAL ORDER OF BUSINESS

None.

9. COUNCIL BUSINESS

A. 6:00 p.m. Public Hearing – 2018 Tax Levy and Budgets for All Funds.

1. Resolution 8871, Adopting the 2018 Tax Levy.

Finance Director Beer requested the Council adopt the 2018 Tax Levy. He discussed the budget approval process and noted this was the last action step for the Council. He explained the Council held a Truth in Taxation Hearing on Monday, December 4th. He reviewed the proposed levy in further detail and recommended approval.

Mayor Mueller opened the public hearing at 6:11 p.m.

Hearing no public input, Mayor Mueller closed the public hearing at 6:12 p.m.

Mayor Mueller noted the Council began working on this tax levy in March.

MOTION/SECOND: Gunn/Mehilhause. To Waive the Reading and Adopt Resolution 8871, Adopting the 2018 Tax Levy.

Ayes – 5  Nays – 0     Motion carried.

2. Resolution 8873, Approving the 2018 EDA Tax Levy.

Finance Director Beer requested the Council adopt the 2018 Tax Levy. He explained the City used to have three TIF districts that generated funds for the EDA efforts in the City. It was noted each of these TIF districts have decertified and therefore, the City has established an EDA tax levy to assist with economic development efforts. Staff provided further comment on the proposed EDA tax levy and recommended approval.

MOTION/SECOND: Meehilhause/Bergeron. To Waive the Reading and Adopt Resolution 8873, Approving the 2018 EDA Tax Levy.

Ayes – 5  Nays – 0     Motion carried.


Finance Director Beer requested the Council adopt the 2018 municipal budget. He reviewed the
proposed budget with the Council recommending approval.

Mayor Mueller questioned how the City would cover an unexpected expense without any contingencies written into the budget. Finance Director Beer reported the City had a Levy Reduction Fund which was created from the sale of the Medtronic property. He explained this fund could be used if the City had an unforeseen expense that was not included in the budget.

MOTION/SECOND: Gunn/Bergeron. To Waive the Reading and Adopt Resolution 8872, Adopting 2018 Municipal Budget.

Ayes - 5  Nays - 0  Motion carried.

Mayor Mueller recessed the City Council meeting to an EDA meeting at 6:18 p.m.

Mayor Mueller reconvened the City Council meeting at 6:34 p.m.

G. Joint Resolution 8879, and 17-EDA-302, Approving a Loan Origination and Home Energy Squad Enhanced Visit Agreement Between the EDA and the Center for Energy and Environment.

Business Development Coordinator Beeman reported the EDA has approved a loan origination and Home Energy Squad Enhanced Visit Agreement between the EDA and the Center for Energy and Environment. He requested the Council also approve this agreement.

MOTION/SECOND: Gunn/Hull. To Waive the Reading and Adopt Resolution 8879, Approving a Loan Origination and Home Energy Squad Enhanced Visit Agreement Between the EDA and the Center for Energy and Environment.

Ayes - 5  Nays - 0  Motion carried.

B. Resolution 8777, Approval of the Preliminary Plat of “Boulevard”.

Mayor Mueller opened the meeting for public comments on the proposed Preliminary Plat for “Boulevard”. She requested those present limit their comments to three minutes. She explained the Council would not be answering questions from the public at this time.

Mayor Mueller opened the meeting for public comment at 6:37 p.m.

Katie Rohrbacher, 8426 Groveland Road, stated she was uncertain if the County has approved an exit and entrance onto Mounds View Boulevard. She explained she would rather see townhouses at this site rather than an apartment building with workforce housing. She wanted to see the units be owner occupied and not rental property. She recommended that if rental property was pursued that the property owner be required to sign up for the three strikes and you are out program. She asked if rental property owners were charged a fee from the City for repeat police calls.
Dave Auge, 8401 Groveland Road, stated he had reviewed the proposed plans for “Boulevard”. He explained he was pleased to see the proposal did not include driveways onto Groveland Road. He expressed concern with the fact that all of the people from this development would impact Mounds View Boulevard given the large number of u-turns that would be created.

Matt Oquist, 8408 Groveland Road, stated he had reviewed the brochure for the proposed development. He believed it was a travesty that the City failed to report this development was denied by the Planning Commission. He questioned why the City had not posted the Planning Commission minutes to the City’s website where this action would be reflected. He encouraged the Council to respect the direction and actions taken by the Planning Commission and vote to deny this development. He reported this building could have up to 40% Section 8 voucher holders. He understood the developer had received an award of $6.2 million from the MHFA to fund their $14.7 million project. This equated to almost 42% of the total project costs. He indicated the applicant would be requesting an additional $550,000 in TIF funding from the City. He did not support the City providing the developer additional tax dollars for this project. He stated he did not support the City adding 60 units of affordable housing and recommended the Council follow the recommendation of the Planning Commission. He noted this building would not have services available to meet the needs of low income individuals. He commented on the easement behind the project and asked if this came about after a meeting with the County. Lastly, he believed the traffic numbers within the report were inaccurate and he too feared that Mounds View Boulevard would have issues because of this development.

Andrea Shoup, 8330 Groveland Road, expressed concerns with how the proposed development would further concentrate the socio-economic disparity in the community. She explained Pinewood Elementary already served 56% of students that required free and reduced lunch. She stated the other elementary schools in the district served roughly 14%. She feared how Pinewood would be impacted by funneling additional low-income students into this area. She encouraged the City Council to change the landscape of the City by providing integrated schools that are more balanced. She stated she supported low income housing in the community, but recommended another location be pursued for the proposed development.

Mayor Mueller closed the meeting for public comment at 6:52 p.m.

City Planner/Supervisor Sevald reviewed the Preliminary Plat for “Boulevard” with the Council. He discussed the history of this request in further detail and noted it began with a rezoning of two properties. He noted the rezonings were approved by the Council in May of 2017. He explained the original Preliminary Plat was discussed in July and a public hearing was held. He reported this item was tabled to allow for further conversations with Ramsey County regarding access to the site. After the Council and the County Commissioners met in October to discuss this matter, the County has agreed to allow a shared access to the site. He described the conditions that would have to be followed in order for this access to be approved. He provided further comment on the plans for Mounds View Boulevard, along with how the shared access point would service future properties to the west.

City Planner/Supervisor Sevald reported the developer was proposing to construct a three-story
building with underground parking. He noted the parcel was zoned R-4 and was within the
Mounds View Boulevard overlay district. The building standards for this overlay district were
described further. The location of the pedestrian trail and lighting was noted. The parking and
landscaping requirements for the development were reviewed. It was noted the developer would
work to save as many of the existing trees as possible.

Council Member Meehlhaese asked if the development would have access to Groveland Road.
City Planner/Supervisor Sevald stated the development would no longer have access to
Groveland Road.

Council Member Meehlhaese requested further information from Staff on Tax Increment
Financing and how the use of these funds would impact residents. Finance Director Beer
explained when a Tax Increment Financing (TIF) District is created this allows base property
values to be frozen. He described how this allowed developers to come in and improve
properties and for taxes to be collected on the increment of the improvements.

Council Member Meehlhaese questioned if property taxes would be collected on the four
properties the same as was being collected today. Finance Director Beer reported this was the
case and noted this project would have no adverse impact on Mounds View taxpayers.

Council Member Meehlhaese stated he understood the City of Spring Lake Park opposed the
closing of the access point to the old fire department building. He asked if Spring Lake Park
understood this was a recommendation by Ramsey County and not the City of Mounds View.
City Planner/Supervisor Sevald explained this information had been passed along to Spring Lake
Park.

Council Member Meehlhaese commented on the Planning Commission’s vote for denial. He
explained the Planning Commission had approved the rezoning, the Conditional Use Permit and
the Preliminary Plat. He noted the only item the Planning Commission did not recommend
approval of was the Development Review. City Planner/Supervisor Sevald stated this was the
case.

Council Member Meehlhaese discussed the four reasons the Planning Commission
recommended denial of the Development Review. He reported the Commissioners did not have
an issue with workforce housing but rather had concerns with traffic on Groveland Road. City
Planner/Supervisor Sevald commented affordable housing in Mounds View was not a concern,
but rather the concentration of affordable housing. He noted another recommendation of the
Planning Commission was to locate this development closer to an area that provides goods and
services to low income individuals. The other concerns voiced were with traffic concerns along
Mounds View Boulevard and Groveland Road.

Council Member Meehlhaese anticipated that the Planning Commission would have offered their
support to the Development Review on a 5-2 vote with the new access point on Mounds View
Boulevard.
Council Member Meehlhause reported the City does not have a charge for police calls to an individual home, residence or apartment. Finance Director Beer stated the City does not have an Ordinance in place to allow the City to charge for police services. Police Chief Harder indicated Mounds View has not considered putting a policy in place that would charge Mounds View residents for police services. He described how the Police Department works with rental unit owners/property managers through the Crime Free Multi-Housing program to address habitual problems. Interim City Administrator Zikmund added that the City did have an Ordinance in place to charge for excessive false fire alarm calls.

Mayor Mueller did not want people to hesitate to call 911 if they were in danger.

Council Member Bergeron discussed the Crime Free Multi-Housing program and explained this allows the City to collect data and monitor problem properties.

Council Member Meehlhause addressed the free and reduced lunch concern. He explained the Council did not have any control over how the school district set its boundaries for its elementary schools. He stated this was the responsibility of the School Board and the Superintendent.

Council Member Gunn did not believe it was right to deny future students the right to attend Pinewood Elementary School because they already had 56% of its students receiving free and reduced lunch.

Council Member Bergeron commented he was concerned with the 56% when he first heard this, but noted this was only 4.5% above the national average. He did not believe that Pinewood Elementary was an outlier but rather, some of the other elementary schools were extremely below average. He explained the “Boulevard” development was estimating to have roughly 30 students. He did not believe this number would tremendously impact Pinewood Elementary.

Mayor Mueller discussed how the City worked to get more mass transit into Mounds View from the Met Council. She noted the closest bus stop was at the corner of Mounds View Boulevard and Silver Lake Road. She indicated there was also a bus stop at Hillview Road or Red Oak Drive. City Planner/Supervisor Sevald commented further on a map and the bus routes available in the City of Mounds View, along with the services within walking distance of the proposed apartment complex.

Mayor Mueller requested further information on how the site would be accessed. City Planner/Supervisor Sevald reviewed the access point to Boulevard from Mounds View Boulevard. He described how traffic would flow in and out of the site and noted the developer had completed a traffic study.

Mayor Mueller questioned how long the City has been working on this project and how many opportunities did the public have to offer feedback. City Planner/Supervisor Sevald explained Staff has been working with the developer since February of 2017 and there have been at least 12 meetings where public comment was taken.
Council Member Hull requested further comment from the developer and what percentage of the development would be allowed to be Section 8. City Planner/Supervisor Sevald deferred this question to the developer.

Chris Stokka, MWF Properties, anticipated the rent levels would not allow for 40% of the building to be Section 8, however he reported he could not discriminate against this either. He reported that all renters would require a criminal, credit and landlord reference. He stated this property would be participating in the Crime Free Multi Housing program.

Mayor Mueller asked what would happen after the property was built. Mr. Stokka explained this property would be owned for 30+ years by MWF. He reported the property management would be handled by Volair Property Management. He thanked Staff and the Council for working with him on this project. He stated he was pleased with the final project.

Mayor Mueller questioned if the developer would work to save existing trees on the site. Mr. Stokka indicated he would be saving as many trees as possible after hearing feedback from the neighborhood. He stated these trees would serve as a buffer between his development and the existing homes.

Council Member Meehlhause inquired if renters within “Boulevard” would be 100% responsible for their rent. Mr. Stokka reported this was the case.

Mayor Mueller recommended the development have more than three underground handi-cap parking stalls given the fact the property would have four accessible units.

Mayor Mueller asked if this was a 55 and older community. Mr. Stokka explained that this would not be an age restricted community.

MOTION/SECOND: Hull/Bergeron. To Waive the Reading and Adopt Resolution 8777, Approval of the Preliminary Plat of “Boulevard”.

Mayor Mueller thanked the public for bringing forward their comments and concerns regarding this development.

Ayes – 5  Nays – 0  Motion carried.

C. Resolution 8778, Approval of the Development Review of “Boulevard”.

City Planner/Supervisor Sevald discussed the Development Review for Boulevard and recommended approval. He noted City Planner/Supervisor Sevald asked if the handicap parking requirements should be added as a condition for approval. Mayor Mueller stated this was simply a request being made to the developer and did not need to be made a condition for approval.
MOTION/SECOND: Gunn/Hull. To Waive the Reading and Adopt Resolution 8778, Approval of the Development Review of “Boulevard”.

Council Member Bergeron stated he would be available after the Council meeting if the public would like to address him regarding his vote on this item.

Ayes – 4  Nay – 1 (Mueller)  Motion carried.

Mayor Mueller stated she supported this project being built in Mounds View, however she wished it had gone back before the Planning Commission for further review and comment. She thanked all of the residents in attendance for bringing their concerns before the City Council.

D. Resolution 8876, Appreciation of Julianne Love’s years of service on the Planning Commission.

City Planner/Supervisor Sevald requested the Council approve a Resolution of Appreciation for Julianne Love’s years of service on the Planning Commission. He noted Ms. Love has been serving on the Planning Commission since 2013.

MOTION/SECOND: Meehlhause/Bergeron. To Adopt Resolution 8876, Appreciation of Julianne Love’s years of service on the Planning Commission.

Mayor Mueller thanked Ms. Love for her dedicated service to the City of Mounds View. A round of applause was given by all in attendance.

Council Member Meehlhause thanked Ms. Love for serving as the Vice Chair on the Planning Commission. Julianne Love thanked the Council and stated it has been a pleasure to serve the City.

Ayes – 5  Nays – 0  Motion carried.

E. Resolution 8877, Appointing a Comprehensive Plan Taskforce.

City Planner/Supervisor Sevald requested the Council appoint members to a Comprehensive Plan Taskforce. He explained the Comprehensive Plan was a 20-year guide for the City regarding its services. He reported this document had to be submitted to the Met Council by December 31, 2018. He reviewed the members recommended for the task force and noted the Council representative’s name would be drawn from a hat. He requested the Council also make a recommendation for the two members at large.

Council Member Meehlhause requested his name be removed from consideration.

Interim City Administrator Zikmund drew a name from a hat and reported Mayor Mueller would be the Council representative for this taskforce. City Planner/Supervisor Sevald reported the intention would be to have Mayor Mueller chair the taskforce.
The City Council voted for two at-large members for the task force. Staff tabulated the votes and it was noted William Urbanski and Marcie Weinandt would be appointed to the Comprehensive Plan Taskforce.

Mayor Mueller thanked the five members of the public that came forward and were willing to serve on the taskforce. She requested Staff reach out to the two individuals that had been appointed. She encouraged those not appointed to consider volunteering on another of the City’s committees.

MOTION/SECOND: Gunn/Meehlhause. To Waive the Reading and Adopt Resolution 8877, Appointing a Comprehensive Plan Taskforce.

City Planner/Supervisor Sevald recommended the taskforce meet on the 2nd and 4th Tuesdays of the month and that the meetings be televised. The Council was in agreement with this suggestion.

Ayes – 5  Nays – 0  Motion carried.

Council Member Meehlhause requested Item M be addressed next.

**M. Resolution 8875, Approving the H/J Law Firm to Provide Prosecutorial Services for the City of Mounds View Police Department.**

Police Chief Harder requested the Council approve the H/J Law Firm to provide prosecutorial services for the City of Mounds View Police Department. He noted an RFP had not been requested for this work since 2003 and the City has been operating without a contract for 14 years. He stated RFP’s were typically requested every three years. He explained five firms were solicited for RFP’s and all five responded. He reported three of the firms were interviewed and staff recommended approval of the H/J Law Firm.

MOTION/SECOND: Mueller/Meehlhause. To Waive the Reading and Adopt Resolution 8875, Approving the H/J Law Firm to Provide Prosecutorial Services for the City of Mounds View Police Department.

Mayor Mueller asked when this contract would take effect. Police Chief Harder reported the contract with H/J Law Firm would begin January 1, 2018.

Ayes – 5  Nays – 0  Motion carried.

Police Chief Harder introduced Katrina Joseph H/J Law Firm, to the City Council.

Katrina Joseph, H/J Law Firm, thanked the Council for their vote of support. She stated she was looking forward to working with the City of Mounds View.
F. Resolution 8878, Approving a Scope of Services to Complete the Comprehensive Plan.

City Planner/Supervisor Sevald requested the Council approve a scope of services with Stantec to complete the Comprehensive Plan. He explained that due to time constraints Staff has not gotten as far on the plans as is necessary and for this reason was recommending the City work with Stantec to complete the Comprehensive Plan.

Mayor Mueller asked if the taskforce members would have access to the existing Comprehensive Plan. City Planner/Supervisor Sevald reported this was the case and noted this document (from 2008) was available on the City’s website.

Mayor Mueller questioned who the City worked with to complete the last Comprehensive Plan. City Planner/Supervisor Sevald explained the City worked with MRF and Bonestroo (firm that merged with Stantec).

Mayor Mueller inquired how the City would use the Comprehensive Plan once it was completed. City Planner/Supervisor Sevald anticipated the document would be used often as a point of reference or marching orders for Staff. He noted this plan would be a 20-year guide for the City.

MOTION/SECOND: Meehlhause/Gunn. To Waive the Reading and Adopt Resolution 8878, Approving a Scope of Services to Complete the Comprehensive Plan.

Mayor Mueller stated she spoke with the Finance Director regarding this item and was assured the City had funds to cover this expense.

Council Member Meehlhause commented it was his desire to complete as much of the plan internally as possible and to use Stantec for the more technical portions of the document.

Ayes – 5  Nays – 0  Motion carried.

H. Resolution 8869, Setting and Approving the 2018 City Council Meeting Dates, Council/Staff Retreat, and the Town Hall Meeting.

Interim City Administrator Zikmund requested the Council set and approve the 2018 City Council meeting dates, Council/Staff retreat and the annual Town Hall meeting dates. He reviewed the meeting dates with the Council and asked that a date for the Town Hall meeting be selected.

Council consensus was to hold the Town Hall meeting on Monday, April 30, 2018.

MOTION/SECOND: Hull/Bergeron. To Waive the Reading and Adopt Resolution 8869, Setting and Approving the 2018 City Council Meeting Dates, Council/Staff Retreat, and the Town Hall Meeting.
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Ayes – 5    Nays – 0    Motion carried.

I. Resolution 8868, Approving Various Appointments to the City of Mounds View’s Boards, Commissions and Committees.

Interim City Administrator Zikmund reviewed various appointments to the City of Mounds View’s boards, commissions and committees and recommended Council approval. He noted the Planning Commission had four individuals interested in the three open seats. He requested the Council make a recommendation for the Planning Commission.

Mayor Mueller stated historically, the City Council has reappointed individuals that have shown a willingness to continue their service on a commission or committee.

The Council voted for the open seat on the Planning Commission and Dennis Farmer was recommended for this position.

Mayor Mueller thanked all of the individuals who volunteer their time to serve on the City’s various boards, commission and committees.

MOTION/SECOND: Gunn/Meehlhause. To Waive the Reading and Adopt Resolution 8868, Approving Various Appointments to the City of Mounds View’s Boards, Commissions and Committees.

Council Member Meehlhause thanked Dennis Farmer for applying to serve on the Planning Commission.

Ayes – 5    Nays – 0    Motion carried.

J. Resolution 8870, Changing Council Meeting and Work Session Start Times.

Interim City Administrator Zikmund requested the Council change the Council meeting and work session start times from 6:00 p.m. to 6:30 p.m.

Mayor Mueller asked if EDA meetings could be held at 6:00 p.m. with City Council meetings to follow at 6:30 p.m. Interim City Administrator Zikmund stated this would be possible.

Council Member Meehlhause stated he supported the proposed change to the Council meeting times.

MOTION/SECOND: Gunn/Meehlhause. To Waive the Reading and Adopt Resolution 8870, Changing Council Meeting and Work Session Start Times.

Ayes – 5    Nays – 0    Motion carried.

K. Resolution 8866, Approving Upgrading the SCADA (Supervisory, Control,
Public Works Director Peterson requested the Council approve upgrades to the City’s SCADA computer program. He explained how this program was used to monitor the City’s water system and lift stations. He indicated the software was updated in 1998 and was upgraded in 2007 and 2016. Staff reviewed the expense for the upgrades and recommended approval.

Council Member Meehlhause asked if the proposed upgrades would be installed in 2017. Public Works Director Peterson reported the upgrades would be partially installed in 2017 and the remainder would be completed once the Public Works Facility was complete.

Council Member Bergeron stated he fully supported this project as he wanted the City’s water system protected for Mounds View’s residents and businesses.

MOTION/SECOND: Hull/Bergeron. To Waive the Reading and Adopt Resolution 8866, Approving Upgrading the SCADA (Supervisory, Control, and Data Acquisition) Computer Program.

Ayes – 5  Nays – 0  Motion carried.

L. Resolution 8867, Approving Changes to the GIS Technician and Engineering Technician Positions and Authorization for Pointing of the Descriptions.

Public Works Director Peterson requested the Council approve changes to the GIS Technician and Engineering Technician positions and authorize pointing of the descriptions. He discussed the changes made to the job descriptions and reviewed the proposed hiring timeline.

Mayor Mueller asked where these positions would be advertised. Public Works Director Peterson reported the positions would be posted on the City’s website, with the League of Minnesota Cities and the APWA publication.

MOTION/SECOND: Meehlhause/Gunn. To Waive the Reading and Adopt Resolution 8867, Approving Changes to the GIS Technician and Engineering Technician Positions and Authorization for Pointing of the Descriptions.

Mayor Mueller thanked the HR Committee, Interim City Administrator Zikmund and Public Works Director Peterson for their work on the updated job descriptions. She thanked the existing Staff members within City Hall and the Public Works Department that have stepped up to carry more of the load after several Staff members have retired or moved onto new positions outside of the City of Mounds View.

Ayes – 5  Nays – 0  Motion carried.

10. REPORTS
    A. Reports of Mayor and Council.
Council Member Gunn reported City Council meetings could now be streamed via a new app for Android devices.

Council Member Gunn stated Santa would be visiting the City of Mounds View on Thursday, December 14th with the SBM Fire Department.

Council Member Bergeron explained he and Council Member Meehlhause have been attending the New American’s Academy. He thanked the Mounds View Police Department for putting on these valuable sessions. He stated he was encouraged by the positive response the City was getting from these classes.

Council Member Meehlhause agreed and stated the presentations at the New American’s Academy have been impressive. He thanked Police Chief Harder for coordinating these classes and noted he would be attending the final two sessions.

Council Member Meehlhause wished the residents of Mounds View and all Staff members Happy Holidays, Merry Christmas and a Happy New Year.

Mayor Mueller reported she had the privilege of attending the IZZE meeting last Thursday, December 7th for Pinewood Elementary at the Community Center. She noted Interim City Administrator Zikmund was also in attendance. She stated the theme of the event was Pinewood Proud. She explained she was pleased by the pride shown by this school and hoped some of the residents concerned about subsidized lunches could have attended this event.

Mayor Mueller commented on a publication called On Common Ground put out by Minnesota realtors and noted the strong impact a brewery could have on the economy.

Mayor Mueller looked forward to achieving full strength in the New Year which would help the City achieve its goals. She wished everyone a safe and blessed holiday season and a Happy 2018.

1. Discuss Need for 2nd Council Meeting in December

Finance Director Beer reported the Council would be holding City Administrator interviews on December 15th and December 16th. Staff was recommending the Council hold a worksession meeting on December 18th to deliberate regarding the City Administrator candidates. He explained this meeting could be cancelled if a decision is reached prior to this date.

Council consensus was to not hold a meeting on December 26th, but to hold a Council worksession on December 18th.

B. Reports of Staff.
Police Chief Harder thanked Council Member Bergeron and Council Member Meehlhause for attending the New American’s Academy. He commented on the presentations that would be made at the final two sessions. He thanked Maggie and Rayla for finalizing the candidates for the police assistance position. He noted Shop with a Cop would be held on Monday, December 18th from 4:00 to 7:00 p.m.

Public Works Director Peterson stated the 2017 sewer lining project was ongoing. He noted the Area I Street and Improvement Project was being closed out. He provided the Council with an update on the work occurring at the Public Works Facility and noted a tour would be held on Tuesday, January 2nd at 5:00 p.m. He reported the Public Works Supervisor position would be posted on Tuesday, December 12th.

Interim City Administrator Zikmund provided the Council with an update on the City’s new website. He stated the Fire Board was looking for nominations to serve on their Board and requested recommendations from the Council. He commented on Code Official Jacob Martin who passed his Limited Building Official exam.

Mayor Mueller thanked Jacob Martin for this great work on behalf of the community.

Council Member Meehlhause thanked Interim City Administrator Zikmund for his leadership and service to the City.

Mayor Mueller encouraged all those interested in serving on the Festival in the Park Committee or the 60th Anniversary Committee to contact City Hall for further information.

C. Reports of City Attorney.

City Attorney Riggs had nothing additional to report.

11. Next Council Work Session: Monday, December 18, 2017, at 6:00 p.m.
Next Special Council Meeting: Tuesday, January 2, 2018, at 6:30 p.m.
Next Council Meeting: Monday, January 8, 2018, at 6:30 p.m.

12. ADJOURNMENT

The meeting was adjourned at 9:32 p.m.

Transcribed by:

Heidi Guenther

TimeSaver Off Site Secretarial, Inc.
City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Mark Beer, Finance Director
Item Title/Subject: Resolution 8885, Approving a Lease Agreement Renewal with Dippin Chocolate, LLC, for Use of Kitchen Space in the Mounds View Community Center

Introduction

The business known as Dippin Chocolate, LLC, has requested approval to renew their lease for the commercial kitchen space at the Mounds View Community Center in 2018. Dippin Chocolate has been leasing space since 2014 without incident. City policy dictates that only licensed caterers shall be able to rent out or use the kitchen. The business has such a license.

Discussion

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

Recommendation

Staff recommends that the City Council consider Resolution 8885 approving the lease agreement renewal with Dippin Chocolate, LLC, for use of the kitchen space at the Mounds View Community Center, to extend through December 31, 2018.

Respectfully submitted,

Mark Beer
Finance Director
RESOLUTION NO. 8885

CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA

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

WHEREAS, Dippin Chocolate, LLC, desires to lease kitchen space at the Mounds View Community Center ("MVCC") beginning January 1, 2018; and,

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

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

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

NOW, THEREFORE BE IT RESOLVED THAT the Mounds View City Council does hereby approve the non-exclusive Lease Agreement with Dippin Chocolate, LLC, for one year, beginning January 1, 2018, at the annual rate of $300, plus additional cost of $92 per hour or fraction thereof.

Adopted this 2nd day of January, 2018.

__________________________________
Carol A. Mueller, Mayor

ATTEST:

__________________________________
Nyle Zikmund, Interim City Administrator

(seal)
LEASE AGREEMENT

By and Between

City of Mounds View,

And

Dippin Chocolate, LLC
LEASE AGREEMENT

This Lease is made effective as of January 1, 2018, by and between the City of Mounds View, a Minnesota municipal corporation ("Landlord"), and Dippin Chocolate, LLC, a Minnesota limited liability company ("Tenant").

DATA SHEET

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

- **BUILDING.** That certain building situated on the following described real estate:
  Commonly known as MOUNDS VIEW COMMUNITY CENTER

- **PREMISES.** That space in the Building, as designated on Exhibit A as “the Kitchen” annexed hereto. The street address of the Premises is 5394 Edgewood Drive in the City of Mounds View.

- **LANDLORD:** City of Mounds View, 2401 Mounds View Boulevard, Mounds View, MN 55112.

- **TENANT:** Dippin Chocolate, LLC, 2661 Scotland Ct, #107, Mounds View, MN, 55112.

1. **PREMISES:**

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

2. **TERM:**

   The Term of this Lease shall commence on the 1st day of January, 2018, and shall terminate on the 31st day of December, unless earlier terminated as hereinafter provided.

3. **RENT:**

   Tenant agrees to pay Landlord, at 2401 Mounds View Boulevard, Mounds View, MN 55112, or such other place as Landlord may from time to time designate in writing, an annual rent in the amount of $300, due on or before January 1, 2018, and $92 per hour or fraction thereof, for actual use of the Premises, payable in a manner consistent with present policy and procedure.
4. USE OF PREMISES:

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

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

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

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

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

Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos, PCB, CFC or HCFC (collectively "Hazardous Materials") without Landlord's written approval of each Hazardous Material. Landlord shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of Hazardous
Materials customarily used in business operations so long as Tenant uses such Hazardous Materials in accordance with all applicable laws. Upon expiration or termination of this Lease Tenant shall remove all Hazardous Materials installed, used, stored or disposed of in the Premises by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether Landlord has approved the activity.

5. ASSIGNMENT AND SUBLETTING:

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

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

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

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

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

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

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

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

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

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

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

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

8. RIGHT OF ENTRY:

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

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

9. SERVICES AND UTILITIES:

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

10. PROTECTION FROM SUBROGATION:

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

11. WAIVER AND INDEMNITY:

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

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

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

12. INSURANCE:

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

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

(b) Commercial general liability insurance, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least $2,000,000 aggregate $1,000,000 per occurrence applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant’s basic policy, or by the basic policy in combination with umbrella or excess policies so long as the coverage is at least as broad as that required herein. Such liability for property damage and fire legal liability shall not be less than $500,000.00 Such
liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. Landlord shall be named as additional insured under all such policies.

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

13. FIRE OR OTHER CASUALTY:

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

14. CONDEMNATION:

If the whole or any substantial part of the Premises shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term of this Lease shall cease and terminate as of the date when the interference with the possession, enjoyment or value of the Premises occurs and Tenant shall have no claim against the condemning authority, Landlord or otherwise, for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired Term of the Lease, provided, however, that landlord shall not be entitled to any separate award made to Tenant for loss of business, relocation costs or the value of the cost of removal of stock and trade fixtures and any
such award is hereby condemned to the extent that it cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord shall have the option by notice given to Tenant within 30 days after the date of interference with possession, to terminate this Lease as of the date of such interference with possession.

15. DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

17. **SALE OR MORTGAGE OF THE BUILDING:**

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

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

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

19. RULES AND REGULATIONS:

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

20. COVENANT OF QUIET ENJOYMENT:

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

21. NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. No exhibit attached to this Lease nor any other materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Building or the occupants thereof. Landlord reserves the right from time to time to modify the Building, including common areas, appurtenances and rentable areas, without in any case reducing the obligations of Tenant hereunder. Tenant has no right to light or air over any premises adjoining the Building. Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises and the Building are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that it is leasing the Premises on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever.
made by Landlord. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES, THE BUILDING OR ANY PART THEREOF, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES, THE BUILDING OR ANY PART THEREOF.

22. NOTICES:

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

23. SURRENDER; HOLDING OVER:

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

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

24. LANDLORD REPRESENTATIONS:

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

25. MISCELLANEOUS:

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

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

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

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

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

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

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

26. TAX COMPLIANCE AND STATUS OF PREMISES:

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

27. [INTENTIONALLY BLANK]

28. ADDITIONAL HAZARDS:

Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein which shall cause the cancellation of Landlord’s insurance policies, or increase the rate of insurance, on the Building, above the standard rate on said premises and buildings as rental property for similar uses. Tenant further agrees that in the event it shall do anything to so increase the insurance rate, Tenant shall promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as
"additional rent" hereunder. At Tenant’s request, Landlord shall make available for Tenant’s inspection during regular business hours, all documents pertaining to Landlord’s calculation of Tenant’s “additional rent” required under this section. Said “additional rent” shall be due and payable as billed by Landlord.

29. INVALIDATION OF PARTICULAR PROVISIONS:

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

30. STATE BOND FINANCE PROPERTY ACKNOWLEDGEMENT AND COMPLIANCE:

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

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

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

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

(d) GOVERNMENTAL PROGRAM. This Lease is (i) being executed and entered into to carry out a Governmental Program, (ii) such Governmental Program is the City of Mounds View Parks and Recreation Program, including the operation of the Community Center and its accompanying facilities, as well as the parks within the City and general recreational programming within the City; and (iii) such Governmental Program constitutes the Mounds View Parks and
Recreation Program and is authorized pursuant to Municipal Charter Section 6.02, Subdivision 1, Municipal Code Section 106.05 and Chapter 405, and Minnesota Statutes Section 471.15.

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

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

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

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

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

(j) SALE OF THE FACILITY (PREMISES).

(i) This Lease is free of any provisions which would require the Landlord to sell the Premises for an amount less than the fair market value if it is to be sold to a non-public entity.

(ii) This Lease is free of any provisions which would allow the Landlord to sell the facility (Premises) without the Landlord first determining, by official action, that the Premises is no longer usable or needed to carry out the Governmental Program.

(iii) This Lease is free of any provisions which would require the Landlord to sell the Premises without first obtaining the written consent of the Commissioner of Finance, pursuant to Minn. Statutes Section 16A. 695, Subdivision 3, and the Commissioner's Order.
(iv) This Lease is free of any provisions which would cause the matter of
distribution of the proceeds of the sale of the Premises, which is not
provided for nor contemplated in this Lease, to violate the provisions
contained in the G.O. Compliance Bill and the Commissioner’s Order
(Minn. Statutes Section 16A.693, Subdivision 3 and the Commissioner’s
Order).

(v) This Lease contains no provisions concerning the sale of the Premises or
the termination of the Governmental Program.

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

DIPPIN CHOCOLATE, LLC

By: ________________________________

Its: ________________________________

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

CITY OF MOUNDS VIEW

By: ________________________________

Carol A. Mueller

Its: Mayor

By: ________________________________

Its: City Administrator
EXHIBIT A

BUILDING: "The Mounds View Community Center"

PREMISES: "The Kitchen"
To: Honorable Mayor and City Council  
From: Nyle Zikmund, Interim City Administrator  
Item Title/Subject: Resolution 8880, Appreciation of Jessica Rieland's years of service on the Economic Development Commission (EDC)  

Introduction:  
Jessica Rieland, who has served on the EDC since January 1, 2015, has elected not to reapply for another term on the Commission. Jessica served on the EDC as a business representative for Biolife Plasma Services located in the Mounds View Business Park.  

Recommendation:  
The City Council is requested to approve Resolution 8880, a resolution of appreciation for Jessica Rieland's three years of service to the community.  

Respectfully submitted,  

Nyle Zikmund  
Interim City Administrator
RESOLUTION NO. 8880

CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION OF APPRECIATION TO JESSICA RIELAND FOR HER SERVICE ON
THE MOUNDS VIEW ECONOMIC DEVELOPMENT COMMISSION (EDC)

WHEREAS, Jessica Rieland was appointed to serve on the Mounds View EDC, beginning
January 1, 2015, with her current term expiring December 31, 2017; and,

WHEREAS, Commissioner Rieland has served on the EDC as a business representative
for Biolife Plasma Services; and

WHEREAS, she has volunteered her time and provided invaluable advice and opinions to
the Commission and Staff throughout her three years of service on the EDC;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mounds
View, on behalf of its residents, expresses its appreciation to Jessica Rieland for her dedication and
devoted service on the Economic Development Commission.

Adopted this 2nd day of January, 2018.

__________________________
Mayor Carol A. Mueller

__________________________  __________________________
Councilmember Sherry Gunn  Councilmember Al Hull

__________________________  __________________________
Councilmember Bill Bergeron  Councilmember Gary Meehlhause

ATTEST:  Nyle Zikmund, Interim City Administrator

(SEAL)
City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Mark Beer, Finance Director
Item Title/Subject: Resolution 8884 Appointing Nyle Zikmund to the Position of City Administrator

Introduction:
James Ericson has resigned as City Administrator effective September 9, 2017. The City Council hired an executive search consultant to assist the City in the City Administrator recruitment process.

Discussion:
Approximately 50 candidates applied for the position. The executive search consultant reduced that number to 13 and provided the City Council with background information on all thirteen. Each candidate provided a video interview and the City Council reviewed all interviews. At the November 27, 2017 Council meeting the City Council selected six finalists to conduct live interviews with on December 15 and 16. One candidate dropped out and the remaining five candidates were interviewed by department heads and then the City Council.

Department heads provided feedback to the City Council in the form of a Survey Monkey open-ended response questionnaire. The City Council then deliberated for approximately 3 ½ hours to select a candidate. The Mounds View HR Committee has negotiated a tentative contract with Nyle Zikmund to become the next City Administrator. The contract is being reviewed by the City Attorney.

Recommendation:
Approve Resolution 8884, a resolution appointing Nyle Zikmund to fill the position of City Administrator, effective January 3, 2018.

Respectfully submitted,

Mark Beer, Finance Director
RESOLUTION NO. 8884
CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA

APPOINTING NYLE ZIKMUND TO THE POSITION OF CITY ADMINISTRATOR

WHEREAS, the City Council hired an executive search consultant to assist the City in the City Administrator recruitment process; and

WHEREAS, fifty candidates applied for the position and the executive search consultant provided the City Council with thirteen possible candidates; and

WHEREAS, six candidates were identified by the City Council at the November 27, 2017 Council meeting for live interviews on Friday, December 15 and Saturday, December 16, 2017; and,

WHEREAS, one candidate withdrew from consideration; and

WHEREAS, Nyle Zikmund was the candidate that provided the best fit, skills, and experience that most closely matched the identified needs of the City; and

WHEREAS, Mr. Zikmund consented to a criminal background check, which was performed, and the results of which revealed nothing of note; and

WHEREAS, Mr. Zikmund has accepted the position under the terms and conditions negotiated with the HR Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Mounds View City Council does hereby appoint Nyle Zikmund as the City of Mounds View City Administrator to begin effective January 3, 2018.

BE IT FURTHER RESOLVED, that wage compensation will be consistent with the employment agreement, negotiated between the parties.

BE IT FURTHER RESOLVED, that Mr. Zikmund shall serve at the will of the Council and may be terminated with or without cause at any time. Severance and separation compensation shall be consistent with the employment agreement and the City’s personnel policies.

BE IT FINALLY RESOLVED, that the employment agreement negotiated between the parties will be incorporated into a written contract for final acknowledgement by the City Council and execution by the parties.

Adopted this 2nd day of January, 2018.

________________________________________
Carol A. Mueller, Mayor

ATTEST:

________________________________________
Nyle Zikmund, Interim City Administrator

(SEAL)
DRAFT EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of January, 2018, by and between the CITY OF MOUNDS VIEW, a municipal corporation, hereinafter called the “CITY,” and Nyle Zikmund James Ericson, hereinafter called the “EMPLOYEE,”

WITNESSETH:

WHEREAS, the CITY desires to continue to employ the services of said EMPLOYEE as City Administrator of the City of Mounds View, as provided by Chapter Six of the Mounds View City Charter; and,

WHEREAS, it is the desire of the CITY’S governing body, hereinafter called "COUNCIL," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and,

WHEREAS, the EMPLOYEE desires to retain employment with the CITY.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Position.** The CITY agrees to employ EMPLOYEE as its City Administrator. The EMPLOYEE agrees to serve as City Administrator in accordance with state statutes, city ordinances and the Mounds View City Charter and to perform such other legally permissible and proper duties and functions as the COUNCIL may from time to time assign.

2. **Duration.** EMPLOYEE’S effective date of employment as City Administrator for the City commenced on January 3, 2018February 11, 2018. The term of this agreement shall continue until EMPLOYEE resigns his position or is terminated as provided herein.

   Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 18 of this agreement.

   Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with CITY, subject only to the provisions set forth in Section 17 of this agreement.

3. **Duties.** CITY hereby agrees to employ James Ericson Nyle Zikmund as its City Administrator to perform the functions and duties specified in the Mounds View Municipal Code and the Mounds View City Charter and to perform other legally permissible and proper duties and functions as the COUNCIL may from time to time assign.
4. **Hours of Work.** It is recognized that EMPLOYEE must devote a great deal of time outside of typical office hours to the business of the CITY, and to that end, EMPLOYEE will be allowed to adjust his schedule as he shall deem appropriate during said normal office hours.

5. **Outside Activities.** EMPLOYEE agrees, except as specifically authorized by the COUNCIL, to remain in the exclusive employ of the CITY for an indefinite period and not to become employed by any other employer until termination of his employment with the City as provided herein. At the consent of the COUNCIL, EMPLOYEE may occasionally be involved in teaching, writing, or consulting work which does not otherwise interfere with the EMPLOYEE’S ability to effectively discharge his assigned duties. EMPLOYEE may not utilize CITY equipment or technology for personal gain.

   **Exception—** Employee declares and Council agrees Employee can and will continue teaching leadership and administration and pension management for Hamline University, Anoka County Fire Academy, Anoka Ramsey Community College and fire departments and/or relief associations. Employee also will, on a limited basis to writing and consulting specific to organizational leadership and management issues. Said activities shall not impact or interfere with any duties.

6. **Performance Evaluation.** The EMPLOYEE and the CITY agree that a performance review will be conducted on the EMPLOYEE in July of 2018 using a standard 360 format and thereafter annually. The first annual review will include an in-depth 360 (not to exceed $2,500). Thereafter said review shall be in accordance with specific criteria developed jointly by the CITY and the EMPLOYEE. Said criteria may be added to or deleted from as the COUNCIL may from time to time determine, in consultation with the EMPLOYEE. Further, the COUNCIL shall provide the EMPLOYEE with a summary written statement of the findings of the COUNCIL and provide an adequate opportunity for the EMPLOYEE to discuss his evaluation with the COUNCIL. Subject to the discretion of the EMPLOYEE otherwise, the evaluation shall be conducted in an executive session of the COUNCIL closed to the public.

   Annually, the COUNCIL and EMPLOYEE shall define such goals and performance objectives that they determine necessary for the proper operation of the CITY and for the attainment of the COUNCIL'S policy objectives and shall further establish a relative priority among those various goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided.

   In effecting the provisions of this Section, the COUNCIL and EMPLOYEE mutually agree to abide by the provisions of applicable law.

7. **Salary.** Effective July 12, 2014 January 3, 2018 the CITY shall pay the EMPLOYEE a salary of $63,164 based on the 2018 Compensation Schedule beginning at step one as adjusted by section 13.2 per the memorandum of understanding per hour. If the CITY provides a cost of living adjustment to non-union employees in subsequent years, the CITY shall provide the same cost of living adjustment to the EMPLOYEE. Further, the CITY may authorize a market rate wage adjustment subsequent to conducting a salary compensation study.
8. **Vacation.** EMPLOYEE shall accrue vacation in accordance with the rates specified in Section 3.40 of the CITY’S Personnel Manual, or as mutually agreed upon by the CITY and EMPLOYEE. EMPLOYEE shall be permitted to carry over vacation benefits in accordance with the relevant provisions of the CITY’S Personnel Manual. In the event, for reasons not under EMPLOYEE’S control, EMPLOYEE’S accrued vacation at the end of the year exceeds the established carry-over limitations established in the Personnel Manual, the COUNCIL, at the request of the EMPLOYEE, may waive the EMPLOYEE’S carry-over limitation in a given year for just cause, at its discretion.

   a. **Exception – Vacation accrual will commence at point of 4 weeks’ vacation in first year.**

9. **Sick Leave.** EMPLOYEE shall accrue and use sick leave benefits in accordance with the relevant provisions of the CITY’S Personnel Manual in effect as of July 11, 2016, or as mutually agreed upon by the CITY and EMPLOYEE.

10. **Health, Dental, Life and Disability Insurance.** EMPLOYER shall provide the EMPLOYEE with the same monthly contribution toward group health, dental and supplemental life insurance as received by other non-union employees and approved by the COUNCIL. EMPLOYER shall provide EMPLOYEE the same dental, life and disability insurance benefits as provided to all other non-union employees.

11. **Pension Plans.** The CITY shall contribute to PERA's mutually agreed upon deferred compensation/pension or health-care account and amount equivalent to the PERA statutory contribution as required and authorized by State law.

12. **Supplemental Deferred Compensation.** EMPLOYER will match the EMPLOYEE’S annual deferred compensation contribution up to $2,500. Contributions will be directed to the Minnesota State Deferred Compensation plan or ICMA Retirement Corporation at the EMPLOYEE’S choosing. **Maximize amount. Said contribution to be in lieu of salary as compared to in addition. See provision 7.**

13. **Expenses.** EMPLOYEE shall be eligible for reimbursement of actual expenses incurred while conducting business on behalf of the CITY on the same basis as other employees of the CITY. If EMPLOYEE uses his own automobile for CITY business, the EMPLOYER shall reimburse EMPLOYEE on a per mile basis and at a rate equal to what EMPLOYER reimburses all other employees for business use of a personal automobile.

13.1. **Cell Phone.** At the discretion of the EMPLOYEE, the CITY shall either provide EMPLOYEE with a cell phone suitable to conduct appropriate business related communications or provide a stipend to EMPLOYEE to reimburse for the use of his own device in an amount not to exceed what the CITY would have otherwise spent on a monthly basis, and to reimburse EMPLOYEE for the upgrade cost of a new device every 16 months.

13.2. **Car Allowance.** CITY agrees to provide a car allowance of $700 per month, said allowance to be in lieu of salary (see provision 7) versus in addition to salary.
14. **Dues and Subscriptions.** Professional dues and all subscriptions may be authorized by the COUNCIL through the annual budgeting process and in accordance with the established purchasing and personnel policies of the CITY. *Employee declares desire to include ICMA and Rotary dues.*

15. **Professional Development.** Opportunities for professional development and participation in local, regional, state and national organizations may be authorized by the COUNCIL through the annual budgeting process and in accordance with the established purchasing and personnel policies of the CITY. *Employee declares desire to be involved in League of Minnesota Cities, North Metro Mayors association and as appropriate and relevant, advocacy in legislative process.*

16. **Indemnification.** The CITY shall defend and indemnify EMPLOYEE pursuant to Minnesota Statutes 466.07 and 465.76. In addition, the CITY shall defend, hold harmless, and indemnify EMPLOYEE from all alleged violations of torts; statutes, laws, rules, and ordinances, provided the EMPLOYEE was acting in the performance of the duties of the position.

17. **Resignation.** In the event EMPLOYEE voluntarily resigns his position with the CITY, EMPLOYEE shall provide the CITY with written notification of his resignation at least 30 days prior to the effective date, unless the COUNCIL consents to a shorter notification period. If proper notification of the resignation is provided to the CITY, EMPLOYEE shall be entitled to his accrued vacation and sick leave benefits in accordance with the relevant provisions of the CITY’S Personnel Manual. If proper notification of the resignation is not provided by EMPLOYEE, payment of such benefits shall be made at the discretion of the COUNCIL.

18. **Termination and Severance Pay.** EMPLOYEE will serve at the will of the COUNCIL and may be terminated with or without cause at any time. In the event EMPLOYEE is terminated by the COUNCIL and the EMPLOYEE is willing and able to perform his duties under this agreement, the CITY agrees to pay EMPLOYEE his then current salary and benefits for a period of six months. The CITY’S obligation to pay severance shall terminate if EMPLOYEE successfully obtains a position of comparable responsibility and compensation.

   In the event the COUNCIL authorizes to pay severance, the EMPLOYEE will not be entitled to accrue additional vacation, sick leave or holidays during the period that severance is paid.

   In the event the CITY at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE by a greater percentage than an applicable across-the-board reduction for all employees of the CITY, or in the event the CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion by a majority of the COUNCIL that he resign, then, in that event the EMPLOYEE may at his option be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.
In the event EMPLOYEE is terminated because of malfeasance in office, gross misconduct or conduct that could lead to the conviction of a felony or any other crime involving personal gain to EMPLOYEE, then EMPLOYER shall have no obligation to pay the severance benefits to EMPLOYEE. If EMPLOYEE is subsequently determined by a court not to have committed the felony or other crime involving personal gain for which EMPLOYEE was terminated by the CITY, EMPLOYEE shall be entitled to payment of his severance in a lump sum payment.

Upon the effective date of the EMPLOYEE’S termination, the City shall pay EMPLOYEE for all earned and accrued sick leave and vacation hours in accordance with the CITY’S Personnel Manual in effect as of January 3, 2017/July 11, 2016.

19. **Market Rate Adjustment.** EMPLOYER shall, from time to time as may be mutually agreeable, complete a Salary Compensation Study on the City Administrator position to be compliant with the policies of the CITY’S Personnel Manual.

20. **Other Terms and Conditions of Employment.** The COUNCIL, in consultation with the EMPLOYEE, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Mounds View City Charter or any other applicable law.

In addition to the benefits enumerated specifically herein for the benefit of EMPLOYEE, all provisions of the Mounds View City Charter and Municipal Code, and regulations and rules of the CITY relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of CITY, in addition to said benefits enumerated specifically for the benefit of EMPLOYEE except as herein provided.

The City will provide for employment of a part-time administrative assistant for the City Administrator with maximum compensation, including any benefits of $18,000, to be mutually reconsidered annually.

a. Employee declares desire to have a part-time ($18,000 year maximum) administrative assistant and open to discussions on funding that position.

21. **General Provisions.** The text herein shall constitute the entire agreement between the parties. This agreement shall become effective commencing on January 3, 2018/July 14, 2016, and shall continue until EMPLOYEE resigns his position or is terminated as provided herein.

If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**IN WITNESS WHEREOF,** the CITY OF MOUNDS VIEW has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Assistant City
Administrator and the EMPLOYEE has signed and executed this agreement, both in duplicate, the
day and year first above written.

Joe Flaherty, Carol A. Mueller Mayor
CITY OF MOUNDS VIEW

ATTEST:

Deseree Crane, Mark Beer
Assistant City Administrator, Finance Director

James Erison, Nyle Zikmund
City Administrator

(Seal)
Memorandum of Understanding
Between City of Mounds View Council and City Administrator Nyle Zikmund
January 2, 2018

Purpose:
As part of the employment contract between the City of Mounds View (Employer) and Nyle Zikmund (Employee), City Administrator this Memorandum of Understanding provides additional clarification and transparency to the formal agreement.

Outside Employment/Teaching/Consulting/Writing:
Employee understands he will be in the exclusive employment of Mounds View and will not seek other W-2 type employment. Employer understands that Employee currently and wishes to continue teaching, consulting, and writing outside of working for the Employer and within the parameters of the employment agreement.

Employee discloses that he currently teaches as an adjunct instructor for Hamline University, Anoka Ramsey Community College, and National Fire Academy and directly to area fire departments and relief associations; all on an intermittent basis. Employee discloses that he also, on an intermittent basis does consulting and writing for local area fire departments and relief associations. None of this activity will interfere with any duties related to Employer needs and expectations as detailed in the job description and employment agreement.

Hours of Work:
Employer states hours of work are flexible with expectation of job duties successfully addressed. Employee discloses that a preferred work schedule is from early morning to 3:30 to 4:00 pm in afternoon and nights and weekends as meetings and/or events require.

Cell Phone:
Employer offers cell phone and monthly stipend per policy. Employee elects to have monthly stipend.

Professional Association Activity/Advocacy:
Employer supports and employee wishes to engage in professional association membership and activity along with advocacy as appropriate. Employee has significant expertise in public pensions, government operations, and public safety issues.
To: Honorable Mayor and City Council
From: Nyle Zikmund, City Administrator

Item Title/Subject: Resolution 8882 Approving Acting Mayor, Treasurer, City’s Official Newspaper and Official Depositories for 2018

Background:
In accordance with Minnesota state law, it requires the City Council to annually select an Acting Mayor from among City Council Members. In addition, state law also requires the City Council to annually select an official depository for City funds. In 2017, the Acting Mayor was Councilmember Gunn.

In accordance with Minnesota state law, it requires the City Council to annually designate a legal newspaper of general circulation in the City as its official newspaper.

In accordance with Section 6.04, of the Mounds View City Charter, it requires the City Council to appoint a City Treasurer.

Discussion:
The Sun Focus, the Bulletin and the Shoreview Press have each submitted proposals to be the City’s official newspaper for 2018 (proposal letters attached). The Council selected the Sun Focus as the City’s primary newspaper last year. The City Council expressed interest in selecting the Sun Focus as the City’s official newspaper due to the better news coverage that the Sun Focus provides on City matters. However, there appears to be a significant costs difference between all three proposals. All newspapers accept legal notices via e-mail.

In regard to circulation in Mounds View, both the Sun Focus and The Bulletin delivers their newspapers to approximately the same number of households at 3,500. However, The Shoreview Press has indicated that circulation in Mounds View is minimal.

<table>
<thead>
<tr>
<th>Newspaper Type</th>
<th>Price per Column Inch</th>
<th>Deadline</th>
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<tbody>
<tr>
<td>Lillie Suburban Newspapers (New Brighton Bulletin)</td>
<td>$4.85 per column inch for a one-time publication; and $4.25 per column inch for each additional publication. (information provided Monday, characters per inch, 9 lines per inch)</td>
<td>Deadline is 3:00 pm Thursday for following Tuesday's weekly publication.</td>
</tr>
<tr>
<td>Sun Media (Mounds View- New Brighton Sun-Focus)</td>
<td>$7.00 per column inch (320 characters per inch, 9 lines per inch)</td>
<td>Deadline is 11:00 am Monday for Friday's weekly publication.</td>
</tr>
<tr>
<td>Press Publications (Shoreview Press)</td>
<td>$5.20 per column inch (300 character per inch, 9 lines per inch)</td>
<td>Deadline is every other Wednesday by 5:00 pm for following Tuesday's bi-weekly publication.</td>
</tr>
</tbody>
</table>
Last year and in years previous, the Council selected the St. Paul Pioneer Press as the City’s secondary newspaper. Since the Pioneer Press is a daily newspaper, it would certainly be acceptable for the Council to select the Pioneer Press as the City’s secondary newspaper.

The attached resolution appoints the treasurer consistent with Section 6.04 of the City Charter, and also lists the city job positions that are authorized to conduct banking and investment business on behalf of the City.

**Recommendation:**
Designate the City’s Acting Mayor, Official Newspaper and adopt Resolution 8882.

Respectfully submitted,

______________________________
Nyle Zikmund
RESOLUTION NO. 8882

CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION APPOINTING OFFICIAL NEWSPAPER, ACTING MAYOR, OFFICIAL DEPOSITORY AND TREASURER FOR THE YEAR 2018

WHEREAS, Minnesota state law requires that City Councils annually elect an Acting Mayor from among City Council Members; and

WHEREAS, Minnesota state law requires that City Councils annually select an official depository for City funds; and

WHEREAS, Chapter 6, Section 6.04 of the City Charter states the City Council shall appoint a City Treasurer whose duties shall be as specified by State Law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mounds View does hereby appoint the following:

<table>
<thead>
<tr>
<th>Acting Mayor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official City Newspaper</td>
</tr>
<tr>
<td>Primary:</td>
</tr>
<tr>
<td>Secondary: St. Paul Pioneer Press</td>
</tr>
<tr>
<td>Primary Depository</td>
</tr>
<tr>
<td>Western Bank (for checking accounts, savings accounts and investments)</td>
</tr>
<tr>
<td>Secondary Depositories</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the City Administrator, the Treasurer, or the Deputy Treasurer are authorized to conduct banking and investment business on behalf of the City and the persons appointed to these positions are the following:

Nyle Zikmund, City Administrator
Mark Beer, Treasurer
Agnes Quasabart, Deputy Treasurer

Adopted this 2nd day of January, 2018.

Carol Mueller, Mayor

ATTEST:

Nyle Zikmund, City Administrator

(SEAL)
December 4, 2017

Jim Ericson
City Administrator
Mounds View City Hall
2401 Highway 10
Mounds View, MN 55112

Dear Mr. Ericson:

Thank you for the opportunity to bid on public notice publication services for the City of Mounds View. The Bulletin has been serving the needs of the Mounds View area for 60 years, and is pleased to provide ongoing coverage of city government and school issues and community events.

Lillie Suburban Newspapers is the oldest weekly newspaper company in the St. Paul area. It was founded in 1938 by the late T. R. Lillie. His grandsons, Jeffery Enright and Ted H. Lillie, are continuing the family tradition of publishing award-winning community newspapers in the St. Paul suburbs.

It is our sincere desire to provide the best possible local news coverage in the Mounds View area. Our experienced news staff provides readers with a well-balanced, lively and informative product each week. We realize that Mounds View area residents look to the New Brighton-Mounds View Bulletin as one of their primary sources of information about city activities and meetings, and we will continue to publish the city’s press releases and photos.

The Bulletin has the official designation of the neighboring communities of St. Anthony and New Brighton, along with Mounds View School District 621.

3 P.M. Thursday is the deadline each week for submitting public notices to our office. Public notices should be directed to Kitty Sundberg, Lillie Suburban Newspapers, 2515 E. Seventh Ave., North St. Paul, MN 55109. Our fax number is 651/777-8288. Notices may also be sent via e-mail to:

legals@lillieneWSC.com

Legal publication rates for minutes, advertisements for bids and other notices are as follows:

$4.85 per column inch for a one-time publication
$4.25 per column inch for each additional publication

Thank you for considering the New Brighton-Mounds View Bulletin as the official legal newspaper for the City of Mounds View for 2018. If you have any further questions, don’t hesitate to call us.

Sincerely,

Jeffery Enright
Publisher
December 2017

City of Mounds View
City Council
2401 Highway 10
Mounds View, MN 55112

Dear City Council Members:

Please accept the following bid from the Mounds View/New Brighton Sun-Focus for legal newspaper designation for the City of Mounds View. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2018:

- Each insertion: $7.00 per column inch
- Characters per inch: 320
- Lines per inch: 9

A notarized affidavit will be provided for each notice published. Additional affidavits are $2.50 each. A $20.00 charge will be assessed on legal notices that require typing. All published legal notices are posted on the Sun-Focus website at no additional charge.

The Sun-Focus is published weekly on Fridays. The deadline is 11:00 a.m. on Monday for publication on Friday of the same week. Please email legal notices to publicnotice@ecm-inc.com.

Thank you for considering the Sun-Focus as the official newspaper for the City of Mounds View for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

Michael Jetchick
Sales Manager
December 20, 2017

City of Mounds View
ATTN: City Administrator
2401 County Road 10
Mounds View, MN 55112

Dear City Administrator:

The Shoreview Press wishes to be considered as your official newspaper for 2018.

We meet all the legal publication requirements under state statutes. Our circulation is audited by Verified Audit Circulation, an independent firm.

We prefer submittal of legal notices by mail, fax at (651) 429-1242, or e-mail your notices to legals@presspubs.com - clearly labeling them as “Legal Notices.”

There will be a slight increase in the rate for our legal notices this year due to increased costs of health care and paper. We are asking for $5.20 per column inch, in 7-point type at 9-lines per inch.

The Shoreview Press is an every other week newspaper.

Our deadline for legal notices for the Shoreview Press is every other Wednesday by 5:00 p.m. for the following Tuesday’s publication. We will do our best to accommodate a notice that would be submitted after deadline if we are advised by email and a phone call by the deadline.

If we are not chosen, please consider us as a second publication as part of the city’s ongoing efforts to inform residents.

We look forward to the opportunity to serve you. We welcome any questions or concerns you may have.

Sincerely,

Lisa Graber
Legal Notice Coordinator

LG:mp
City of Mounds View Staff Report

To: Honorable Mayor and City Council
From: Nyle Zikmund, City Administrator

Item Title/Subject: Resolution 8883, Appointing City Council Members and City Staff as Representatives for City Commissions and Other Organizations

Discussion:
The City Council annually reviews the various Council and Staff appointments to City commissions and other organizations. Below are the 2017 Council and Staff appointments for your reference:

Ramsey County League of Local Government
1. Councilmember Mueller
2. City Administrator

Spring Lake Park/Blaine/Mounds View Fireman's Relief Assoc.
1. Councilmember Gunn
2. City Administrator

Human Resources Committee
1. Councilmember Hull
2. Councilmember Meehlhauser
3. City Administrator
4. Assistant City Administrator

Minnesota Metro North Tourism
1. Councilmember Meehlhauser
2. Business Development Coordinator
3. City Administrator

YMCA Advisory Committee
1. YMCA Center Manager
2. YMCA Manager
3. Executive Director of the NW Family YMCA
4. Mounds View Residents (2)
5. City Administrator
6. Councilmember Meehlhauser
7. Councilmember Hull, Alternate

NSCC/NSAC Commission
1. Councilmember Gunn
2. Finance Director Mark Beer, Alternate

Council Representative to Commissions and Committees
1. Councilmember Meehlhauser

Northeast Youth and Family Services
1. Councilmember Meehlhauser
2. Councilmember Hull, Alternate

League of Minnesota Cities
1. Mayor Mueller
2. City Administrator
3. Councilmember Gunn, Alternate

North Metro Mayors Association
1. Mayor Mueller
2. City Administrator
3. Councilmember Gunn, Alternate

Mounds View Business Council
1. Mayor Mueller
2. Councilmember Meehlhauser
3. Business Development Coordinator

North Metro I-35 Corridor Coalition
1. Councilmember Gunn
2. City Administrator
3. Councilmember Hull, Alternate

Metro Cities
1. Mayor Mueller
2. City Administrator

Anoka County Fire Protection Board
1. Councilmember Hull
2. Councilmember Gunn, Alternate
**Recommendation:**

Please make the appointments as necessary and approve attached Resolution 8883.

Respectfully submitted,

______________________________

Nyle Zikmund
RESOLUTION 8883
CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION APPOINTING CITY COUNCIL MEMBERS AND CITY STAFF AS REPRESENTATIVES FOR CITY COMMITTEES AND OTHER ORGANIZATIONS

WHEREAS, members of the City Council act as representatives to City Committees and other organizations; and

WHEREAS, the following representatives of the City have been named to act as representatives to the following City Committees and other organizations for the year 2018:

<table>
<thead>
<tr>
<th>Ramsey County League of Local Government</th>
<th>Northeast Youth and Family Services</th>
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</thead>
<tbody>
<tr>
<td>1. City Administrator</td>
<td>1.</td>
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<tr>
<td>2. City Administrator</td>
<td>2. _____________________________, Alternate</td>
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</tbody>
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<thead>
<tr>
<th>Spring Lake Park/Blaine/ Mounds View Fireman's Relief Assoc.</th>
<th>League of Minnesota Cities</th>
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<tbody>
<tr>
<td>1. ___________________________</td>
<td>1.</td>
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<tr>
<td>2. City Administrator</td>
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<thead>
<tr>
<th>Human Resources Committee</th>
<th>North Metro Mayors Association</th>
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<tbody>
<tr>
<td>1. ___________________________</td>
<td>1. Mayor Mueller</td>
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<tr>
<td>2. City Administrator</td>
<td>2. City Administrator</td>
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<tr>
<td>3. City Administrator</td>
<td>3. __________________________, Alternate</td>
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<tr>
<td>4. Human Resources Coordinator</td>
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<thead>
<tr>
<th>Minnesota Metro North Tourism</th>
<th>North Metro I-35 Corridor Coalition</th>
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<tr>
<td>1. ___________________________</td>
<td>1.</td>
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<tr>
<td>2. Business Development Coordinator</td>
<td>2. City Administrator</td>
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<tr>
<td>3. City Administrator</td>
<td>3. ____________________________, Alternate</td>
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<table>
<thead>
<tr>
<th>YMCA Advisory Committee</th>
<th>Mounds View Business Council</th>
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<tr>
<td>1. YMCA Center Manager</td>
<td>1. __________________________</td>
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<tr>
<td>2. YMCA Manager</td>
<td>2. __________________________</td>
</tr>
<tr>
<td>3. Executive Director of the NW Family YMCA</td>
<td>3. Business Development Coordinator</td>
</tr>
<tr>
<td>4. Mounds View Residents (2)</td>
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<td>5. City Administrator</td>
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<td>6. ___________________________</td>
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<td>7. ____________________________, Alternate</td>
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<th>NSCC/NSAC Commission</th>
<th>Metro Cities</th>
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<td>1.</td>
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<tr>
<td>2. ____________________________, Alternate</td>
<td>2. City Administrator</td>
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<tr>
<th>Council Representative to Commissions and Committees</th>
<th>Anoka County Fire Protection Board</th>
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<td>1.</td>
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<td></td>
<td>2. ____________________________, Alternate</td>
</tr>
</tbody>
</table>
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View that the aforementioned appointments are hereby approved.

Adopted this 2\textsuperscript{nd} day of January, 2018.

Carol Mueller, Mayor

Nyle Zikmund, City Administrator

(SEAL)
To: Honorable Mayor and City Council
From: Rayla Sue Ewald, Human Resources Coordinator
Item Title/Subject: Resolution 8881, Hiring/Appointing Karla Keys to position of Police Administrative Assistant

Background

Upon receiving the resignation of the Police Support Specialist this past October, council took the opportunity to review the needs of the Police Department Administration area. The Police Evidence Technician was promoted to Police Support Manager and the position of Police Administrative Assistant was created. Chief Harder posted the position and Human Resources Coordinator Ewald ran the recruitment process.

Discussion

A posting based on the job description was accomplished and published for 10 working days on the Cities Web Site as well as the League of Minnesota Cities Web site. One hundred four (104) applications were received by the deadline (twenty-one (21) applications were received after the deadline). The applications were scored with nine (9) individuals being interviewed by police department personnel and Human Resources Coordinator Ewald.

Recommendation

The panel unanimously is recommending the Council offer/appoint Ms. Karla Keys to the position of Police Administrative Assistant starting January 16, 2018. Due to her 13 years’ experience with two other police departments, the panel is recommending she start at Level 2 in the 2018 compensation plan, complete a six-month probationary period, and move to Level 3 upon her one year anniversary.

Respectfully submitted,

Rayla Sue Ewald
Human Resources Coordinator
RESOLUTION NO. 8881
CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION APPROVING HIRING OF KARLA KEYS

WHEREAS, The City of Mounds View posted for a Police Administrative Assistant; and

WHEREAS, The City of Mounds View posted for the position on its web page and the League of Minnesota Cities web page; and

WHEREAS, One hundred twenty five (125) applications were received, scored and nine (9) interviews were conducted; and

WHEREAS, An interview panel comprised of the Police Support Manager, Police Investigator and the Human Resources Coordinator, conducted a first interview on December 6, 2017 and selected three (3) candidates in for a second interview. On December 13, 2017 the three (3) candidates appeared for their second interview with the panel of the Police Support Manager, Chief of Police and the Human Resources Coordinator. At the conclusion of the second interview, the panel engaged in discussion and came to a conclusion for a recommendation; and

NOW, THEREFORE, BE IT RESOLVED that the Mounds View City Council approves the hiring of Karla Keys to the position of Police Administrative Assistant starting January 16, 2018 at Level 2 of the 2018 Compensation plan and upon successful completion of a 6 month probation and one year employment be moved to Level 3.

Adopted this 2\textsuperscript{nd} Day of January, 2018

__________________________
Carol A. Mueller, Mayor

ATTEST:

__________________________
Nyle Zikmund, City Administrator

(seal)