

**CITY OF MOUND MISSION STATEMENT:** The City of Mound, through teamwork and cooperation, provides at a reasonable cost, quality services that respond to the needs of all citizens, fostering a safe, attractive and flourishing community.

## **AGENDA**

**MOUND CITY COUNCIL  
REGULAR MEETING**

**TUESDAY, JULY 28, 2020 - 7:00 PM**

**NEW LOCATION: WESTONKA SCHOOLS PERFORMING ARTS CENTER**

1. Opening meeting
2. Pledge of Allegiance
3. Approve agenda, with any amendments

*\*Consent Agenda:* Items listed under the Consent Agenda are considered routine in nature, have been evaluated by staff, recommended by staff for approval by the Council, and will be enacted by a single roll call vote. There will be no separate discussion of these items unless a Council Member or Citizen so requests. At this time, anyone present who wishes to offer *dissenting* comment to any items on the Consent Agenda is invited to identify themselves and the item of concern so that the it may be removed from the Consent Agenda and considered after discussion in normal sequence. Separate introduction or further *support* from petitioners or requestors is not required at this time and removal of an item from the Consent Agenda for this purpose is not required or appropriate.

- |    |  |                            |
|----|--|----------------------------|
| 4. | <b><u>*Consent Agenda</u></b>  | <b><u>Page</u></b>         |
|    | *A. Approve payment of claims  | 1231 - 1268                |
|    | *B. Approve minutes: July 14, 2020 Regular Meeting   | 1269 - 1273                |
|    | *C. Approve Pay Request No. 1 and Final in the amount of \$21,452.00 to MP Asphalt Maintenance, Inc for 2020 Crack Seal Repair Project PW-20-06  | 1274 - 1276                |
|    | *D. Approve 2020 Planning Commission Work Plan and Staff Project List  | 1277                       |
|    | *E. Approval Resolution Approving Public Gathering Permit for MN B.A.S.S. Nation for Use of Surfside Park and Beach as Weigh-In Station for Fishing Contest on Lake Minnetonka on Sunday, August 30, 2020                            | 1278 - 1282<br><b>1281</b> |
|    | *F. Approve resolution approving minor subdivision of 5190 Lynwood Boulevard   | 1283 - 1306<br><b>1285</b> |
| 5. | Comments and suggestions from citizens present on any item not on the agenda.<br>(Limit to 3 minutes per speaker.)   |                            |
| 6. | City Engineer Brian Simmons requesting discussion and actions on Cooperative Agreement and Contract award to Northwest Asphalt in the amount of \$201,910.50 related to Surfside Park parking lot improvements City project PW-20-01 | 1307 - 1316                |
|    | a. Approve Resolution Approving Cost Sharing Agreement for Surfside Park Improvements Project in Mound, MN   | <b>1314</b>                |

**PLEASE TURN OFF ALL CELL PHONES & PAGERS IN COUNCIL CHAMBERS.**

- b. Approve Resolution Accepting Bid for Surfside Park Improvements City Project No. PW-20-01 **1316**
  
- 7. Council Development Committee requesting discussion and action to approve a Resolution Approving Purchase and Development Agreement with Lifestyle Communities, LLC 1317 - 1353  
**1320**
  
- 8. Information/Miscellaneous
  - A. Comments/Reports from Council members
  - B. Reports: Finance Dept – June 2020 YTD 1354 - 1356  
Engineering - June 2020 YTD 1357  
Fire Dept - June 2020 YTD 1358 - 1359
  - C. Minutes:
  - D. Correspondence: WeCAN School Supply Drop-Off Day Flier 1360
  
- 9. Adjourn

# COUNCIL BRIEFING

**July 28, 2020**

In tune with Phase III of the Stay Safe MN Plan; through mid-November, we will re-open Council and Commission meetings to in-person attendance for our residents. Meetings will be hosted in the Westonka Schools Performing Arts Center where social distancing requirements can be met. Council meetings will continue to be held the second and fourth Tuesday each month with agendas and meeting details/locations posted to the City website the Thursday prior under the "Mayor and Council" section of the "Government" tab of the Home Page.

## **Upcoming Events Schedule: Don't Forget!!**

28 July - 6:55 PM – HRA Regular Meeting (as may be required)

28 July - 7:00 PM – City Council Regular Meeting at Westonka Performing Arts Center

July 28, 2020 - August 11, 2020 - Candidate Filing Period for Local Offices

11 August – Primary Election Polling Day

12 August - 6:55 PM – HRA Regular Meeting (as may be required)

**12 August - 7:00 PM – 11 August City Council Regular Meeting RESCHEDULED**  
at Westonka Performing Arts Center

25 August - 6:55 PM – HRA Regular Meeting (as may be required)

25 August - 7:00 PM – City Council Regular Meeting at Westonka Performing Arts Center

8 September - 6:55 PM – HRA Regular Meeting (as may be required)

8 September - 7:00 PM – City Council Regular Meeting at Westonka Performing Arts Center

22 September - 6:55 PM – HRA Regular Meeting (as may be required)

22 September - 7:00 PM – City Council Regular Meeting at Westonka Performing Arts Center

6 October – National Night Out RESCHEDULED from August 4

13 October - 6:55 PM – HRA Regular Meeting (as may be required)

13 October - 7:00 PM – City Council Regular Meeting at Westonka Performing Arts Center

27 October - 6:55 PM – HRA Regular Meeting (as may be required)

27 October - 7:00 PM – City Council Regular Meeting at Westonka Performing Arts Center

3 November – General Election Day – Polls Open 7 am – 8 pm

## **City Offices Closed**

Until Further Notice; by Day-to-Day Essential Business by Appointment Only

7 September – Labor Day

## **City Official's Absences**

Please notify the City Manager in advance of an absence.

## **Inquire in advance, please.....**

Council members are asked to call or email their questions in advance of a public meeting so that more research may be done or additional information may be provided that will assist in your quality decision-making.

# City of Mound Claims 07-28-20

YEAR	BATCH NAME	DOLLAR AMOUNT
2020	BOLT#62020	\$ 65,202.25
2020	0620UNIFIRST	\$ 1,613.75
2020	0620HOISINGT	\$ 4,702.50
2020	0620JUBILEE	\$ 1,252.22
2020	0620CARQUEST	\$ 692.07
2020	0620TRUEVALUE	\$ 1,754.33
2020	0630UBREFUND	\$ 492.26
2020	PAYREQ071420	\$ 181,433.04
2020	SPECASSESS20	\$ 4,176.10
2020	072320CTYMAN	\$ 14,291.74
2020	072820CITY	\$ 38,709.58
2020	072820HWS	\$ 106,709.74
<b>TOTAL CLAIMS</b>		<b>\$ 421,029.58</b>

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Payments

Current Period: July 2020

Payments Batch BOLT#62020 \$65,202.25

Refer	1112 BOLTON AND MENK, INCORPORA		-			
Cash Payment	E 101-43100-300 Professional Svcs	GENERAL ENGINEERING SVCS MAY 16, THRU JUNE 12 2020				\$709.75
Invoice 0253292	6/30/2020					
Cash Payment	E 602-49450-300 Professional Svcs	GENERAL ENGINEERING SVCS MAY 16, THRU JUNE 12 2020				\$709.75
Invoice 0253292	6/30/2020					
Cash Payment	E 601-49400-300 Professional Svcs	GENERAL ENGINEERING SVCS MAY 16, THRU JUNE 12 2020				\$709.75
Invoice 0253292	6/30/2020					
Cash Payment	E 675-49425-300 Professional Svcs	GENERAL ENGINEERING SVCS MAY 16, THRU JUNE 12 2020				\$709.75
Invoice 0253292	6/30/2020					
Transaction Date	7/21/2020	Due 12/31/2019	Wells Fargo	10100	<b>Total</b>	\$2,839.00
Refer	1113 BOLTON AND MENK, INCORPORA		-			
Cash Payment	E 475-46386-300 Professional Svcs	MOUND HARBOR RENAISSANCE REDEVELOPMENT PROJ TIF 1-3 ENG SVCS MAY 16, THRU JUNE 12 2020				\$1,840.00
Invoice 0253294	6/30/2020					
Transaction Date	7/21/2020	Due 12/31/2019	Wells Fargo	10100	<b>Total</b>	\$1,840.00
Refer	1114 BOLTON AND MENK, INCORPORA		-			
Cash Payment	E 101-43100-300 Professional Svcs	GIS UPDATES ENG SVC MAY 16, THRU JUNE 12 2020				\$32.00
Invoice 0253293	6/30/2020					
Cash Payment	E 601-49400-300 Professional Svcs	GIS UPDATES ENG SVC MAY 16, THRU JUNE 12 2020				\$32.00
Invoice 0253293	6/30/2020					
Cash Payment	E 602-49450-300 Professional Svcs	GIS UPDATES ENG SVC MAY 16, THRU JUNE 12 2020				\$32.00
Invoice 0253293	6/30/2020					
Cash Payment	E 675-49425-300 Professional Svcs	GIS UPDATES ENG SVC MAY 16, THRU JUNE 12 2020				\$32.00
Invoice 0253293	6/30/2020					
Transaction Date	7/21/2020	Due 12/31/2019	Wells Fargo	10100	<b>Total</b>	\$128.00
Refer	1115 BOLTON AND MENK, INCORPORA		-			
Cash Payment	E 404-45200-303 Engineering Fees	2020 SURFSIDE PARK IMPROV PROJ- PW 20-01- ENG SVCS MAY 16, THRU JUNE 12 2020				\$4,266.50
Invoice 0253298	6/30/2020	Project PW2001				
Cash Payment	E 602-49450-500 Capital Outlay FA	2020 LIFT STATION J-1 AVALON PARK IMPROV PROJ PW 20-05 - ENG SVCS MAY 16, THRU JUNE 12 2020				\$4,787.25
Invoice 0253287	6/30/2020	Project PW2005				
Cash Payment	E 427-43121-300 Professional Svcs	2020 CRACK & SEAL COAT IMPROV PROJ PW 20-06 ENG SVCS MAY 16, THRU JUNE 12 2020				\$494.00
Invoice 0253286	6/30/2020	Project PW2006				
Cash Payment	E 401-43110-303 Engineering Fees	2020 RETAINING WALL IMPROV PROJ PW 20-02 ENG SVCS MAY 16, THRU JUNE 12 2020				\$434.00
Invoice 0253288	6/30/2020	Project PW2002				

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Payments

Current Period: July 2020

Transaction Date	7/21/2020	Due 12/31/2019	Wells Fargo	10100	<b>Total</b>	<b>\$9,981.75</b>
Refer	1116 BOLTON AND MENK, INCORPORA -					
Cash Payment	E 404-45200-303 Engineering Fees			2019 SWENSON PARK TENNIS COURT IMPROV PROJ PW1906- ENG SVCS MAY 16, THRU JUNE 12 2020		\$1,466.00
Invoice	0253300	6/30/2020			Project PW1906	
Cash Payment	E 401-43119-303 Engineering Fees			2019 STREET & UTILITY IMPROV PROJ-SHERWOOD DR- PW 19-01 ENG SVCS MAY 16, THRU JUNE 12 2020		\$13,729.00
Invoice	0253284	6/30/2020			Project PW1901	
Cash Payment	E 601-49400-500 Capital Outlay FA			2019 COMMERCE BLVD WATERMAIN REPLACE PROJ PW 19-04 - ENG SVCS MAY 16, THRU JUNE 12 2020		\$29,583.00
Invoice	0253300	6/30/2020			Project PW1904	
Cash Payment	E 602-49450-500 Capital Outlay FA			2019 SANITARY SEWER FERNSIDE FORCEMAIN PROJ PW 19-05 - ENG SVCS MAY 16, THRU JUNE 12 2020		\$1,478.00
Invoice	0253291	6/30/2020			Project PW1905	
Cash Payment	E 602-49450-500 Capital Outlay FA			2019 BAYRIDGE SEWER IMPROV PROJ PW 19-11 - ENG SVCS MAY 16, THRU JUNE 12 2020		\$900.00
Invoice	0253289	6/30/2020			Project PW1911	
Transaction Date	7/21/2020	Due 12/31/2019	Wells Fargo	10100	<b>Total</b>	<b>\$47,156.00</b>
Refer	1117 BOLTON AND MENK, INCORPORA -					
Cash Payment	E 401-43100-300 Professional Svcs			MSA SYSTEM COORDINATION UPDATES ENG SVCS ENG SVCS MAY 16, THRU JUNE 12 2020		\$128.00
Invoice	0253295	6/30/2020				
Cash Payment	E 401-43118-303 Engineering Fees			2018 WESTEDGE BLVD ST IMPROV PROJ PW 18-01 ENG SVCS MAY 16, THRU JUNE 12 2020		\$678.00
Invoice	0253283	6/30/2020			Project PW1801	
Cash Payment	E 401-43100-303 Engineering Fees			2020 SIDEWALK IMPROVEMENT PROJ PW 20-08 FEASIBILITY REPORT ENG SVCS THRU JUNE 12 2020		\$2,451.50
Invoice	0253296	6/30/2020			Project PW2008	
Transaction Date	7/22/2020		Wells Fargo	10100	<b>Total</b>	<b>\$3,257.50</b>

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## Payments

Current Period: July 2020

### Fund Summary

	10100 Wells Fargo	
101 GENERAL FUND		\$741.75
401 GENERAL CAPITAL PROJECTS		\$17,420.50
404 COMMUNITY INVESTMENT RESERVE		\$5,732.50
427 SEAL COAT FUND		\$494.00
475 TIF 1-3 Mound Harbor Renaissan		\$1,840.00
601 WATER FUND		\$30,324.75
602 SEWER FUND		\$7,907.00
675 STORM WATER UTILITY FUND		\$741.75
		<hr/>
		\$65,202.25

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$65,202.25
Total	<hr/>
	\$65,202.25

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Payments

Current Period: July 2020

Payments Batch 0620UNIFIRS \$1,613.75

Refer	1042 UNIFIRST CORPORATION	-			
Cash Payment	E 609-49750-210 Operating Supplies	MATS & CLEANING SUPPLIES- HWS-TERRYCLOTHS, MOPS, WIPERS- 7-1-20			\$78.56
Invoice	0900564594 7/1/2020				
Cash Payment	E 609-49750-210 Operating Supplies	MATS & CLEANING SUPPLIES- HWS-TERRYCLOTHS, MOPS, WIPERS- 7-15-20			\$84.10
Invoice	0900567235 7/15/2020				
Cash Payment	E 609-49750-210 Operating Supplies	MATS & CLEANING SUPPLIES- HWS-TERRYCLOTHS, MOPS, WIPERS- 6-24-20			\$84.10
Invoice	0900563261 6/24/2020				
Cash Payment	E 609-49750-210 Operating Supplies	MATS & CLEANING SUPPLIES- HWS-TERRYCLOTHS, MOPS, WIPERS- 7-08-20			\$76.02
Invoice	0900565942 7/8/2020				
Cash Payment	E 609-49750-210 Operating Supplies	MATS & CLEANING SUPPLIES- HWS-TERRYCLOTHS, MOPS, WIPERS- 6-17-20			\$84.10
Invoice	0900561897 6/17/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$406.88</b>
Refer	1043 UNIFIRST CORPORATION	-			
Cash Payment	E 602-49450-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-10-20			\$39.89
Invoice	0900560560 6/10/2020				
Cash Payment	E 101-45200-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PARKS 6-10-20			\$39.89
Invoice	0900560560 6/10/2020				
Cash Payment	E 601-49400-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-10-20			\$39.89
Invoice	0900560560 6/10/2020				
Cash Payment	E 101-43100-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-10-20			\$39.90
Invoice	0900560560 6/10/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$159.57</b>
Refer	1052 UNIFIRST CORPORATION	-			
Cash Payment	E 101-45200-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 7-8-20			\$15.76
Invoice	0900565911 7/8/2020				
Cash Payment	E 602-49450-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 7-8-20			\$19.61
Invoice	0900565911 7/8/2020				
Cash Payment	E 601-49400-218 Clothing and Uniforms	UNIFORM SVC PARKS 7-8-20			\$15.76
Invoice	0900565911 7/8/2020				
Cash Payment	E 101-43100-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 7-8-20			\$27.62
Invoice	0900565911 7/8/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$78.75</b>
Refer	1048 UNIFIRST CORPORATION	-			
Cash Payment	E 101-45200-218 Clothing and Uniforms	UNIFORM SVC PARKS 06-10-20			\$16.51
Invoice	0900560529 6/10/2020				
Cash Payment	E 602-49450-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 06-10-20			\$19.61
Invoice	0900560529 6/10/2020				
Cash Payment	E 601-49400-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 06-10-20			\$21.70
Invoice	0900560529 6/10/2020				

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Payments

Current Period: July 2020

Cash Payment	E 101-43100-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 06-10-20			\$27.62
Invoice	0900560529	6/10/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$85.44</b>
Refer	1044 UNIFIRST CORPORATION	-			
Cash Payment	E 602-49450-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-17-20			\$39.89
Invoice	0900561896	6/17/2020			
Cash Payment	E 101-45200-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-17-20			\$39.89
Invoice	0900561896	6/17/2020			
Cash Payment	E 601-49400-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PARKS 6-17-20			\$39.89
Invoice	0900561896	6/17/2020			
Cash Payment	E 101-43100-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-17-20			\$39.90
Invoice	0900561896	6/17/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$159.57</b>
Refer	1045 UNIFIRST CORPORATION	-			
Cash Payment	E 602-49450-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-24-20			\$42.04
Invoice	0900563260	6/24/2020			
Cash Payment	E 101-45200-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-24-20			\$42.03
Invoice	0900563260	6/24/2020			
Cash Payment	E 601-49400-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PARKS 6-24-20			\$42.04
Invoice	0900563260	6/24/2020			
Cash Payment	E 101-43100-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 6-24-20			\$42.04
Invoice	0900563260	6/24/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$168.15</b>
Refer	1046 UNIFIRST CORPORATION	-			
Cash Payment	E 602-49450-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 7-01-20			\$39.89
Invoice	0900564593	7/1/2020			
Cash Payment	E 101-45200-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 7-01-20			\$39.89
Invoice	0900564593	7/1/2020			
Cash Payment	E 601-49400-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PARKS 7-01-20			\$39.89
Invoice	0900564593	7/1/2020			
Cash Payment	E 101-43100-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 7-01-20			\$39.90
Invoice	0900564593	7/1/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$159.57</b>
Refer	1047 UNIFIRST CORPORATION	-			
Cash Payment	E 602-49450-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 7-08-20			\$39.89
Invoice	0900565941	7/8/2020			
Cash Payment	E 101-45200-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 7-08-20			\$39.89
Invoice	0900565941	7/8/2020			
Cash Payment	E 601-49400-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PARKS 7-08-20			\$39.89
Invoice	0900565941	7/8/2020			

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Payments

Current Period: July 2020

<b>Cash Payment</b>	E 101-43100-210 Operating Supplies	MAT SVC & SHOP SUPPLIES- PUBLIC WORKS 7-08-20			<b>\$39.90</b>
Invoice	0900565941	7/8/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$159.57</b>
Refer	1051 UNIFIRST CORPORATION	-			
<b>Cash Payment</b>	E 101-45200-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 7-1-20			<b>\$15.76</b>
Invoice	0900564561	7/1/2020			
<b>Cash Payment</b>	E 602-49450-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 7-1-20			<b>\$19.61</b>
Invoice	0900564561	7/1/2020			
<b>Cash Payment</b>	E 601-49400-218 Clothing and Uniforms	UNIFORM SVC PARKS 7-1-20			<b>\$15.76</b>
Invoice	0900564561	7/1/2020			
<b>Cash Payment</b>	E 101-43100-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 7-1-20			<b>\$27.62</b>
Invoice	0900564561	7/1/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$78.75</b>
Refer	1050 UNIFIRST CORPORATION	-			
<b>Cash Payment</b>	E 101-45200-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 6-24-20			<b>\$15.76</b>
Invoice	0900563229	6/24/2020			
<b>Cash Payment</b>	E 602-49450-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 6-24-20			<b>\$19.61</b>
Invoice	0900563229	6/24/2020			
<b>Cash Payment</b>	E 601-49400-218 Clothing and Uniforms	UNIFORM SVC PARKS 6-24-20			<b>\$15.76</b>
Invoice	0900563229	6/24/2020			
<b>Cash Payment</b>	E 101-43100-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 6-24-20			<b>\$27.62</b>
Invoice	0900563229	6/24/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$78.75</b>
Refer	1049 UNIFIRST CORPORATION	-			
<b>Cash Payment</b>	E 101-45200-218 Clothing and Uniforms	UNIFORM SVC PARKS 6-17-20			<b>\$15.76</b>
Invoice	0900561864	6/17/2020			
<b>Cash Payment</b>	E 602-49450-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 6-17-20			<b>\$19.61</b>
Invoice	0900561864	6/17/2020			
<b>Cash Payment</b>	E 601-49400-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 6-17-20			<b>\$15.76</b>
Invoice	0900561864	6/17/2020			
<b>Cash Payment</b>	E 101-43100-218 Clothing and Uniforms	UNIFORM SVC PUBLIC WORKS 6-17-20			<b>\$27.62</b>
Invoice	0900561864	6/17/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$78.75</b>

Fund Summary

	10100 Wells Fargo	
101 GENERAL FUND		\$620.88
601 WATER FUND		\$286.34
602 SEWER FUND		\$299.65
609 MUNICIPAL LIQUOR FUND		\$406.88
		<u>\$1,613.75</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$1,613.75
<b>Total</b>	<b>\$1,613.75</b>

**CITY OF MOUND**  
**Payments**

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Current Period: July 2020

**Payments Batch 0620HOISING \$4,702.50**

Refer	1040 HOISINGTON KOEGLER GROUP, I		
<b>Cash Payment</b>	E 101-42400-300 Professional Svcs	MISC GENERAL PLANNING SVCS JUNE 2020	<b>\$1,498.75</b>
Invoice	020-002-5 7/17/2020		
<b>Cash Payment</b>	E 101-42400-300 Professional Svcs	MOUND COMPREHENSIVE PLAN 2040 PLANNING SVCS JUNE 2020	<b>\$495.00</b>
Invoice	020-002-5 7/17/2020		
<b>Cash Payment</b>	E 475-46386-300 Professional Svcs	MOUND HARBOR FINAL PLAT PLANNING SVCS JUNE 2020	<b>\$858.75</b>
Invoice	020-002-5 7/17/2020		
<b>Cash Payment</b>	G 101-23418 COMMERCE PLACE REDE	MISC GENERAL PLANNING SVCS JUNE 2020	<b>\$1,850.00</b>
Invoice	020-002-5 7/17/2020		
Transaction Date	7/20/2020	Wells Fargo 10100	<b>Total \$4,702.50</b>

**Fund Summary**

	10100 Wells Fargo	
101 GENERAL FUND		\$3,843.75
475 TIF 1-3 Mound Harbor Renaissan		\$858.75
		\$4,702.50

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$4,702.50
Total	\$4,702.50

**CITY OF MOUND**  
**Payments**

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**Current Period: July 2020**

**Payments Batch 0620JUBILEE \$1,252.22**

Refer	1036 JUBILEE FOODS	-			
Cash Payment	E 101-41910-210 Operating Supplies	JOHNNIES OUTDOOR- 25 PLANTS/SHRUBS-CENTENNIAL BLDG			\$100.00
Invoice 063020	6/3/2020				
Cash Payment	E 101-45200-232 Landscape Material	JOHNNIES OUTDOOR- 75 PLANTS/SHRUBS-DOWNTOWN CITY LANDSCAPING			\$383.80
Invoice 063020	6/3/2020				
Cash Payment	E 101-45200-232 Landscape Material	JOHNNIES OUTDOOR- 113 PLANTS/FLOWERS/SHRUBS- DEPOT BLDG LANDSCAPING			\$576.67
Invoice 063020	6/5/2020				
Cash Payment	E 609-49750-210 Operating Supplies	WHITE VINEGAR- HWS			\$3.98
Invoice 063020	6/20/2020		Project CV-19		
Cash Payment	E 222-42260-431 Meeting Expense	ORANJE JUICE, SALT & PEPPER, DIXIE CUPS- FIRE DEPT MTGS- FUNDRAISING IN LIEU OF FISH FRY			\$40.03
Invoice 063020	6/6/2020				
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,104.48</b>

Refer	1037 JUBILEE FOODS	-			
Cash Payment	E 609-49750-255 Misc Merchandise For R	PRODUCE- LIMES & LEMONS FOR RESALE-HWS			\$28.50
Invoice 063020-2	6/6/2020				
Cash Payment	E 609-49750-255 Misc Merchandise For R	PRODUCE- LIMES & LEMONS FOR RESALE-HWS			\$28.50
Invoice 063020-2	6/12/2020				
Cash Payment	E 609-49750-255 Misc Merchandise For R	PRODUCE- LIMES & LEMONS FOR RESALE-HWS			\$32.25
Invoice 063020-2	6/19/2020				
Cash Payment	E 609-49750-210 Operating Supplies	CUTLERY TRAY- HWS			\$8.54
Invoice 063020-2	6/8/2020		Project CV-19		
Cash Payment	E 609-49750-255 Misc Merchandise For R	5 QTY 24 PKS NESTLE WATER FOR RESALE- HWS			\$19.95
Invoice 063020-2	6/24/2020				
Cash Payment	E 609-49750-255 Misc Merchandise For R	PRODUCE- LIMES FOR RESALE- HWS			\$30.00
Invoice 063020-2	6/26/2020				
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$147.74</b>

**Fund Summary**

	10100 Wells Fargo
101 GENERAL FUND	\$1,060.47
222 AREA FIRE SERVICES	\$40.03
609 MUNICIPAL LIQUOR FUND	\$151.72
	\$1,252.22

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$1,252.22
Total	\$1,252.22

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Payments

Current Period: July 2020

Payments Batch 0620CARQUE \$692.07

Refer	1028 CARQUEST AUTO PARTS (FIRE)	-			
Cash Payment	E 222-42260-409 Other Equipment Repair	AIR FILTER, LUBE, 5W-30 OIL- FIRE PUMP FOR FIRE BOAT- UNIT #28			\$46.09
Invoice 6974-387537	6/30/2020				
Cash Payment	E 222-42260-409 Other Equipment Repair	AUTO BILGE FOR FIRE BOAT- UNIT #28			\$122.49
Invoice 6974-387815	7/2/2020				
Cash Payment	E 222-42260-409 Other Equipment Repair	BILGE PUMPFOR FIRE BOAT- UNIT #28			\$68.49
Invoice 6974-387856	7/2/2020				
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$237.07</b>
Refer	1029 CARQUEST OF NAVARRE (P/W)	-			
Cash Payment	E 602-49450-220 Repair/Maint Supply	OIL FILTERS, FUEL FILTERS, HYDRAULIC FILTERS, AIR FILTERS & LUBE- PUB WKS SHOP SUPPLIES			\$165.37
Invoice 6974-385276	6/9/2020		Project 20-5		
Cash Payment	E 101-45200-210 Operating Supplies	MARINE BATTERY DEEP CYCLE- PARKS BOAT			\$84.30
Invoice 6974-386062	6/16/2020				
Cash Payment	E 101-45200-210 Operating Supplies	2-CYCLE OIL- PARKS DEPT			\$11.20
Invoice 6974-386063	6/16/2020				
Cash Payment	E 101-45200-220 Repair/Maint Supply	MARINE BATTERY FOR PRESSURE WASHER- PARKS DEPT			\$9.36
Invoice 6974-386265	6/18/2020				
Cash Payment	E 602-49450-220 Repair/Maint Supply	1.5 A 6/12V MAINTAINER- GENERATORS			\$30.81
Invoice 6974-386286	6/18/2020				
Cash Payment	E 602-49450-220 Repair/Maint Supply	BATTERY PUBLIC WORKS SHOP			\$113.89
Invoice 6974-386313	6/18/2020		Project 20-5		
Cash Payment	E 101-45200-220 Repair/Maint Supply	BATTERY CABLES- PARKS DEPT			\$8.36
Invoice 6974-386447	6/19/2020				
Cash Payment	E 101-43100-220 Repair/Maint Supply	AIR FILTER & OIL FILTERS- TRUCK #304 STREETS DEPT			\$31.71
Invoice 6974-387048	6/25/2020				
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$455.00</b>

Fund Summary

	10100 Wells Fargo	
101 GENERAL FUND		\$144.93
222 AREA FIRE SERVICES		\$237.07
602 SEWER FUND		\$310.07
		<u>\$692.07</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$692.07
<b>Total</b>	<b>\$692.07</b>

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Payments

Current Period: July 2020

Payments Batch 0620TRUEVA \$1,754.33

Refer	1030 TRUE VALUE HWS	-			
Cash Payment	E 609-49750-210 Operating Supplies	SCRAPER BLADES- 5 PK, GLASS-TILE SCRAPER, DUAL TEMP HEAT GUN,			\$42.10
Invoice 168467	6/4/2020				
Cash Payment	E 609-49750-210 Operating Supplies	100 CT LG NITRILE GLOVES- HWS			\$25.00
Invoice 168467	6/4/2020	Project CV-19			
Cash Payment	E 609-49750-210 Operating Supplies	50 CT DISPOSABLE LATEX GLOVES- HWS			\$13.44
Invoice 168468	6/4/2020	Project CV-19			
Cash Payment	E 609-49750-210 Operating Supplies	2 WHITE EXTENSION CORDS- HWS			\$12.49
Invoice 168468	6/4/2020				
Cash Payment	E 609-49750-210 Operating Supplies	CARTON CUTTER, 6 YDS PACKING TAPE, CLEAR MAILING TAPE- HWS			\$22.74
Invoice 168525	6/6/2020				
Cash Payment	E 609-49750-322 Postage	FED EX SHIPPING TO RETURN WRONG SIZE HAND CART WHEELS TO U-LINE- HWS			\$14.77
Invoice 168590	6/8/2020				
Cash Payment	E 609-49750-210 Operating Supplies	100 CT X-LG NITRILE GLOVES- HWS			\$27.88
Invoice 168652	6/10/2020	Project CV-19			
Cash Payment	E 609-49750-210 Operating Supplies	13 GAL & 39 GAL TRASH BAGS- HWS			\$24.03
Invoice 168652	6/10/2020				
Cash Payment	E 609-49750-210 Operating Supplies	2 DUPLICATE KEYS- HWS			\$3.83
Invoice 168630	6/9/2020				
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$186.28</b>
Refer	1031 TRUE VALUE MOUND (FIRE)	-			
Cash Payment	E 222-42260-210 Operating Supplies	SCREWS, NUTS, BOLTS- FIRE DEPT			\$2.97
Invoice 168735	6/13/2020				
Cash Payment	E 222-42260-409 Other Equipment Repair	3/4" QTR HOSE BIBB VALVE- FIRE ENGINE #E40			\$15.29
Invoice 169093	6/27/2020				
Cash Payment	E 222-42260-210 Operating Supplies	14 ML CLEAR 5 MIN EPOXY- MAITENANCE- FIRE DEPT			\$2.99
Invoice 168519	6/6/2020				
Cash Payment	E 222-42260-210 Operating Supplies	6 QT STORAGE BOX WHITE W/ LID- FIRE DEPT			\$2.24
Invoice 168398	6/2/2020				
Cash Payment	E 222-42260-322 Postage	SCREWS, NUTS, BOLTS, SNAP LINKS, FG EYE BT WNS- FIRE DEPT			\$14.98
Invoice 168382	6/1/2020				
Cash Payment	E 222-42260-322 Postage	SHIPPING FOR DECK GUN MASTER STREAM DEVICE FOR FIRE ENGINE #29- SENT FOR REPAIRS			\$61.85
Invoice 169150	6/29/2020				
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$100.32</b>
Refer	1035 TRUE VALUE, MOUND (PW PKS)	-			
Cash Payment	E 602-49450-223 Building Repair Supplies	20 AMP DP CIRCUIT BREAKER CREDIT RETURN			-\$5.62
Invoice 168861	6/18/2020				
Cash Payment	E 405-45200-400 Repairs & Maintenance	20 AMP DP CIRCUIT BREAKER CREDIT RETURN			-\$5.62
Invoice 168861	6/18/2020				



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## Payments

Current Period: July 2020

<b>Cash Payment</b>	E 101-43100-223 Building Repair Supplies	PUBLIC WORKS SHOP 20 AMP SP CIRCUIT BREAKER	<b>\$2.48</b>
Invoice 168854	6/18/2020		
<b>Cash Payment</b>	E 601-49400-223 Building Repair Supplies	PUBLIC WORKS SHOP 20 AMP SP CIRCUIT BREAKER	<b>\$2.47</b>
Invoice 168854	6/18/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	BLACK POLY TUBING, 5 PK BARB CONNECTORS, 5 PK 180 DEGREE SPRAYER, 3 PK FULL CIRCLE BUBBLER-PARKS	<b>\$17.96</b>
Invoice 168370	6/1/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	4 PK 3V LITHIUM BATTERIES	<b>\$8.99</b>
Invoice 168393	6/2/2020		
<b>Cash Payment</b>	E 101-45200-210 Operating Supplies	1.33 GAL VEGITATION KILLER	<b>\$68.38</b>
Invoice 168395	6/2/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	VARNISH BRUSH, GALVANIZED CABLE, SCREWS, NUTS, BOLTS	<b>\$10.41</b>
Invoice 168397	6/2/2020		
<b>Cash Payment</b>	E 101-45200-210 Operating Supplies	1.25 GAL VEGITATION KILLER, 1 GAL WEED KILLER	<b>\$43.18</b>
Invoice 168479	6/4/2020		
<b>Cash Payment</b>	E 101-45200-210 Operating Supplies	2 CYCLE OIL, 16 OZ MOTOR TUNE UP, 2 PK 9V LITHIUM BATTERIES, AEOR LUBRICANT, SHARPIE FINE PT MARKER	<b>\$35.13</b>
Invoice 168569	6/8/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	FROG TAPE, POWER SCRUB ROLLER MOP-DEPOT BLDG	<b>\$24.28</b>
Invoice 168608	6/9/2020		
<b>Cash Payment</b>	E 101-45200-210 Operating Supplies	1 1/4 4 FPT BALL VALVE- DEPOT BLDG	<b>\$39.59</b>
Invoice 168610	6/9/2020		
<b>Cash Payment</b>	E 101-45200-210 Operating Supplies	16LB WEED PREVENTER	<b>\$28.79</b>
Invoice 168676	6/11/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	1" POLY MIP ADAPTER, CLOTH ROLL, 90 DEG ANGLE, 1" COPPER ADAPTER	<b>\$24.53</b>
Invoice 168690	6/11/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	3/8 X 3/8 ROPE CLAMP	<b>\$4.12</b>
Invoice 168715	6/12/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	1" BALL VALVE	<b>\$28.79</b>
Invoice 168781	6/15/2020		
<b>Cash Payment</b>	E 101-45200-210 Operating Supplies	22 PC HEX-L KEY SET	<b>\$20.69</b>
Invoice 168785	6/15/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	SCREWS, NUTS, BOLTS, WASHERS-RAILING-DEPOT BLDG	<b>\$11.47</b>
Invoice 168965	6/23/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	1/2" X 3' TOILET AUGER- DEPOT BLDG	<b>\$18.89</b>
Invoice 168459	6/4/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	EXTERIOR TRIM PAINT, MIXING CONTAINERD, PAINT BRUSHES & COVERS,- DEPOT BLDG	<b>\$113.23</b>
Invoice 168607	6/9/2020		
<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	4/16 X 50' NYLON ROPE, QUICK SNAP	<b>\$31.47</b>
Invoice 168790	6/16/2020		

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Payments

Current Period: July 2020

Cash Payment	E 101-45200-220 Repair/Maint Supply	BALL VALVE, STANDARD NIPPLES	\$20.31
Invoice 169077	6/26/2020		
Transaction Date	7/20/2020	Wells Fargo 10100	<b>Total</b> \$560.10
Refer	1032 TRUE VALUE, MOUND (PW PKS)	-	
Cash Payment	E 602-49450-223 Building Repair Supplies	PUBLIC WORKS SHOP HOIST PARTS-COUPLING, GALVANIZED NIPPLES	\$2.04
Invoice 168798	6/16/2020		
Cash Payment	E 405-45200-400 Repairs & Maintenance	PUBLIC WORKS SHOP HOIST PARTS-COUPLING, GALVANIZED NIPPLES	\$2.04
Invoice 168798	6/16/2020		
Cash Payment	E 101-43100-223 Building Repair Supplies	PUBLIC WORKS SHOP HOIST PARTS-COUPLING, GALVANIZED NIPPLES	\$2.04
Invoice 168798	6/16/2020		
Cash Payment	E 601-49400-223 Building Repair Supplies	PUBLIC WORKS SHOP HOIST PARTS-COUPLING, GALVANIZED NIPPLES	\$2.04
Invoice 168798	6/16/2020		
Cash Payment	E 101-43100-220 Repair/Maint Supply	EYE BITS, 75' 5/16 PROOF CHAIN	\$144.66
Invoice 168381	6/1/2020		
Cash Payment	E 101-43100-220 Repair/Maint Supply	EYE BITS	\$3.32
Invoice 168425	6/3/2020		
Cash Payment	E 101-43100-210 Operating Supplies	4 PK QT AMBER JARS	\$8.99
Invoice 168444	6/3/2020		
Cash Payment	E 101-43100-220 Repair/Maint Supply	EYE BITS	\$12.56
Invoice 168471	6/4/2020		
Cash Payment	E 101-43100-210 Operating Supplies	100' 3/16 PROOF CHAIN	\$154.44
Invoice 168478	6/4/2020		
Cash Payment	E 101-43100-220 Repair/Maint Supply	CEILING TRIM EDGER, WONDERBRUSH, 12" PAINT TRIM GUARD, EDGER REFILL	\$19.22
Invoice 168669	6/11/2020		
Cash Payment	E 101-43100-220 Repair/Maint Supply	ORIFICE NOZZLES, PLWOOD BLADE	\$55.30
Invoice 168794	6/16/2020		
Cash Payment	E 101-43100-220 Repair/Maint Supply	14 OZ WASP/HORNET KILLER	\$7.98
Invoice 169045	6/25/2020		
Transaction Date	7/20/2020	Wells Fargo 10100	<b>Total</b> \$414.63
Refer	1034 TRUE VALUE, MOUND (PW PKS)	-	
Cash Payment	E 602-49450-223 Building Repair Supplies	20 AMP DP CIRCUIT BREAKER PUBLIC WORKS SHOP- EXCHANGE-RETURN 20 AMP SP CIRCUIT BREAKER	\$3.15
Invoice 168859	6/18/2020		
Cash Payment	E 405-45200-400 Repairs & Maintenance	20 AMP DP CIRCUIT BREAKER PUBLIC WORKS SHOP- EXCHANGE-RETURN 20 AMP SP CIRCUIT BREAKER	\$3.15
Invoice 168859	6/18/2020		
Cash Payment	E 101-43100-223 Building Repair Supplies	20 AMP DP CIRCUIT BREAKER PUBLIC WORKS SHOP- EXCHANGE-RETURN 20 AMP SP CIRCUIT BREAKER	\$3.15
Invoice 168859	6/18/2020		
Cash Payment	E 601-49400-223 Building Repair Supplies	20 AMP DP CIRCUIT BREAKER PUBLIC WORKS SHOP- EXCHANGE-RETURN 20 AMP SP CIRCUIT BREAKER	\$3.15
Invoice 168859	6/18/2020		

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Payments

Current Period: July 2020

Cash Payment	E 101-45200-220 Repair/Maint Supply	GALVANIZED NIPPLES, POLY ELBOWS & MIP ADAPTER	\$9.50
Invoice 168795	6/16/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	2" & 3" POLY FOAM BRUSHES- DEPOT BLDG	\$3.20
Invoice 168803	6/16/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	2 GALLONS DECK WASH- DEPOT BLDG	\$13.48
Invoice 168821	6/17/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	EXTERIOR TRIM PAINT, 4 PK ROLLERS- DEPOT BLDG	\$54.96
Invoice 168841	6/17/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	GALVANIZED NIPPLES, ELBOWS & HEX PLUGS	\$15.96
Invoice 168857	6/18/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	1" GALVANIZED MERCH COUPLING	\$8.99
Invoice 168860	6/18/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	SNAP LINKS	\$23.17
Invoice 168874	6/19/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	PRY BAR, 4 PC PICK & HOOK W/POUCH- DEPOT BLDG	\$12.13
Invoice 168930	6/22/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	15 PK 5" 60G SAND DISCS- DEPOT BLDG	\$8.99
Invoice 168963	6/23/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	3/4" HOSE MENDER, TORO 2-CYCLE OIL-PARKS	\$22.45
Invoice 169084	6/26/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	GALVANIZED ELBOWS, POLY COUPLING, INSERT & NYLON MIP ADAPTERS, 1/2 X 100 CLEAR REIN HOSE	\$11.56
Invoice 169133	6/29/2020		
Cash Payment	E 101-45200-220 Repair/Maint Supply	12 OZ TRU BLUE GLOSS PAINT, CLEAR COAT CABLES	\$11.47
Invoice 169167	6/30/2020		
Transaction Date	7/20/2020	Wells Fargo 10100	<b>Total</b> \$208.46

Fund Summary

	10100 Wells Fargo	
101 GENERAL FUND		\$1,168.94
222 AREA FIRE SERVICES		\$100.32
405 CAP REPLAC-CITY BUILDINGS		\$2.04
601 WATER FUND		\$294.71
602 SEWER FUND		\$2.04
609 MUNICIPAL LIQUOR FUND		\$186.28
		<u>\$1,754.33</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$1,754.33
<b>Total</b>	<u>\$1,754.33</u>

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**Payments**

Current Period: July 2020

**Payments Batch 0630UBREFU \$492.26**

Refer	1086 <i>BURNET RELOCATION-EDINA</i>	-		
<b>Cash Payment</b>	R 601-49400-36200 Miscellaneous Revenue	1778 SHOREWOOD LN- G. ROBUSHIN- UTILITY REFUND- BURNET TITLE EDINA		<b>\$201.70</b>

Invoice 072420-2	7/24/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total \$201.70</b>

Refer	1085 <i>BURNET RELOCATION-EDINA</i>	-		
<b>Cash Payment</b>	R 601-49400-36200 Miscellaneous Revenue	4577 ISLAND VIEW DRIVE- R. RYCHLY- UTILITY REFUND - BURNET TITLE EDINA		<b>\$290.56</b>

Invoice 072420	7/24/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total \$290.56</b>

**Fund Summary**

	10100 Wells Fargo	
601 WATER FUND	\$492.26	
	<u>\$492.26</u>	

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$492.26
<b>Total</b>	<b>\$492.26</b>

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**Payments**

**Current Period: July 2020**

**Payments Batch PAYREQ0714 \$181,433.04**

Refer	1027 JEDLICKI, G. F. INC.	-			
Cash Payment	E 601-49400-500 Capital Outlay FA		PAY REQUEST #3 2019 COMMERCE BLVD WATERMAIN PROJ - PW19-04-- WORK COMPLETED JUNE 1ST THRU JULY 7TH 2020		\$89,536.93
Invoice 071420	7/7/2020			Project PW1904	
Transaction Date	7/16/2020	Wells Fargo	10100	<b>Total</b>	<b>\$89,536.93</b>

Refer	1026 KUSSKE CONSTRUCTION CO. LLC	-			
Cash Payment	E 401-43119-500 Capital Outlay FA		PAY REQUEST #3 2019 STREET & UTILITY IMPROV PROJ - PW1901-SHERWOOD DR- WORK COMPLETED JUNE 1ST THRU JULY 8TH 2020		\$62,764.11
Invoice 071420	7/18/2020			Project PW1901	
Cash Payment	E 601-49400-440 Other Contractual Servic		PATCHING OF VARIOUS WATER MAIN BREAK AREAS THROUGHOUT CITY		\$29,132.00

Invoice 071420	7/18/2020				
Transaction Date	7/16/2020	Wells Fargo	10100	<b>Total</b>	<b>\$91,896.11</b>

**Fund Summary**

	10100 Wells Fargo	
401 GENERAL CAPITAL PROJECTS		\$62,764.11
601 WATER FUND		\$118,668.93
		<u>\$181,433.04</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$181,433.04
Total	<u>\$181,433.04</u>

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## Payments

Current Period: July 2020

Payments Batch SPECASSES \$4,176.10

Refer	1093 HENNEPIN COUNTY PROPERTY T		
Cash Payment	E 401-46000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #07514 1980	\$0.10
Invoice 072520	7/20/2020		
Cash Payment	E 368-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #16367 2006	\$252.00
Invoice 072520	7/20/2020		
Cash Payment	E 101-49999-430 Miscellaneous	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #16692 2007	\$3.00
Invoice 072520	7/20/2020		
Cash Payment	E 312-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #16693 2007	\$166.50
Invoice 072520	7/20/2020		
Cash Payment	E 312-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #17170 2009	\$187.50
Invoice 072520	7/20/2020		
Cash Payment	E 362-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #17448 2010	\$133.50
Invoice 072520	7/20/2020		
Cash Payment	E 370-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #17453 2010	\$21.00
Invoice 072520	7/20/2020		
Cash Payment	E 363-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #17715 2011	\$151.50
Invoice 072520	7/20/2020		
Cash Payment	E 363-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #17716 2011	\$103.50
Invoice 072520	7/20/2020		
Cash Payment	E 364-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #18260 2013	\$480.00
Invoice 072520	7/20/2020		
Cash Payment	E 365-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #18639 2014	\$377.50
Invoice 072520	7/20/2020		
Cash Payment	E 310-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #18835 2015	\$455.00
Invoice 072520	7/20/2020		
Cash Payment	E 311-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2019 SVC FEE- LEVY #19111 2016	\$240.00
Invoice 072520	7/20/2020		
Cash Payment	E 312-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #19365 2017	\$85.00
Invoice 072520	7/20/2020		
Cash Payment	E 312-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2019 SVC FEE- LEVY #19366 2017	\$95.00
Invoice 072520	7/20/2020		
Cash Payment	E 313-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #19672 2018	\$95.00
Invoice 072520	7/20/2020		
Cash Payment	E 313-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #19673 2018	\$307.50
Invoice 072520	7/20/2020		

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Cash Payment	E 313-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #19674 2018	\$10.00
Invoice 072520	7/20/2020		
Cash Payment	E 601-49400-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #20286 2020	\$715.00
Invoice 072520	7/20/2020		
Cash Payment	E 401-46000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #19991 2019	\$57.50
Invoice 072520	7/20/2020		
Cash Payment	E 401-46000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #19990 2019	\$57.50
Invoice 072520	7/20/2020		
Cash Payment	E 401-46000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #20287 2020	\$70.00
Invoice 072520	7/20/2020		
Cash Payment	E 427-43121-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #20086 2019	\$5.00
Invoice 072520	7/20/2020		
Cash Payment	E 401-46000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #19992 2019	\$80.00
Invoice 072520	7/20/2020		
Cash Payment	E 101-49999-430 Miscellaneous	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #20285 2020	\$20.00
Invoice 072520	7/20/2020		
Cash Payment	E 310-47000-620 Fiscal Agent s Fees	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #20288 2020	\$2.50
Invoice 072520	7/20/2020		
Cash Payment	E 101-49999-430 Miscellaneous	SPECIAL ASSESSMENT 2020 SVC FEE- LEVY #20289 2020	\$5.00
Invoice 072520	7/20/2020		
Transaction Date	7/21/2020	Wells Fargo 10100	<b>Total</b> \$4,176.10

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## Payments

Current Period: July 2020

### Fund Summary

	10100 Wells Fargo
101 GENERAL FUND	\$28.00
310 GO IMPROVEMENT-2013A	\$457.50
311 GO BONDS-2014A	\$240.00
312 2015A \$8,380,000 GO BONDS	\$534.00
313 2016 IMPROVEMENTS	\$412.50
362 G.O. 2016B-REFUND 2008B	\$133.50
363 G.O. 2009 - A Improvements	\$255.00
364 2011B GO IMPROVEMENT BONDS	\$480.00
365 GO IMPROVEMENT, 2012A	\$377.50
368 G.O. 2014 - B REFUNDING BONDS	\$252.00
370 2011A REFUNDING BONDS	\$21.00
401 GENERAL CAPITAL PROJECTS	\$265.10
427 SEAL COAT FUND	\$5.00
601 WATER FUND	\$715.00
	<hr/>
	\$4,176.10

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$4,176.10
Total	<hr/>
	\$4,176.10

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Payments

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Payments Batch 072320CTYM \$14,291.74

Refer	1165 <i>BROKEN CLOCK BREWING COOP</i>	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$72.00
Invoice	3744	6/3/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	\$72.00
Refer	1166 <i>DRASTIC MEASURES BREWING</i>	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$450.00
Invoice	591	7/16/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	\$450.00
Refer	1093 <i>HOME DEPOT/GECF (P/W)</i>	-			
Cash Payment	E 101-43100-220 Repair/Maint Supply	#2 PRIME CEDAR TONE, CRACK FILLER, SQUEEGEES, CLEANER, DEGREASER, BITS, SELF DRILL, LATEX ULTRA SHIELD 4.75 GALLONS			\$313.21
Invoice	6025214	6/30/2020			
Cash Payment	E 602-49450-220 Repair/Maint Supply	PREMIUM FLAT PAINT, ROLLERS, POURING SPOUT, BRUSHES			\$141.68
Invoice	0066744	6/26/2020			
Cash Payment	E 101-43100-220 Repair/Maint Supply	LATEX-ITE PLI-STIX CRACK FILLER- 10 QTY			\$119.90
Invoice	8026536	7/8/2020			
Cash Payment	E 101-43100-220 Repair/Maint Supply	LATEX-ITE 10YR ULTRA SHIELD 4.75 GAL- 7 QTY			\$148.47
Invoice	7032140	7/9/2020			
Cash Payment	E 101-45200-220 Repair/Maint Supply	PREMIUM EXTERIOR FLAT BASE PAINT, SOLID STAIN, SUN & SHADE GRASS SEE, ADJ VERSA CAPS, MINI ROLLER FRAME- DEPOT PAINTING & UPGRADES			\$424.87
Invoice	2066466	6/24/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$1,148.13
Refer	1140 <i>MNSPECT</i>	-			
Cash Payment	E 101-42400-308 Building Inspection Fees	JUNE 2020 BUILDING INSPECTION FEES			\$9,440.10
Invoice	8373	7/9/2020			
Cash Payment	G 101-20800 Due to Other Governments	JUNE 2020 - ELECTRICAL STATE SURCHARGE FEE CREDIT			-\$20.00
Invoice	8373	7/9/2020			
Cash Payment	R 101-42000-32220 Electrical Permit Fee	JUNE 2020- ELECTRICAL INSPECTION PERMIT FEE CREDITS			-\$244.00
Invoice	8373	7/9/2020			
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	\$9,176.10
Refer	1070 <i>MODIST BREWING CO. LLC</i>	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$208.00
Invoice	14789	7/8/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$477.00
Invoice	14946	7/15/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$182.25
Invoice	14188	6/11/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$867.25
Refer	1102 <i>NORTHERN TOOL AND EQUIPMEN</i>	-			

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**Payments**

**Current Period: July 2020**

<b>Cash Payment</b>	E 101-45200-220 Repair/Maint Supply	CHAINS, GRINDING STONES, 3 GPM PUMPS- PARKS			<b>\$327.68</b>
Invoice 983791	6/29/2020				
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$327.68</b>
Refer	1109 WASTE MANAGEMENT OF WI-MN				
<b>Cash Payment</b>	E 602-49450-384 Refuse/Garbage Disposa	DELIVERY OF 20 YD OPEN TOP DUMPSTER TO PUB WKS SHOP			<b>\$151.74</b>
Invoice 7383125-1593-0	7/1/2020			Project 20-5	
<b>Cash Payment</b>	E 101-41930-384 Refuse/Garbage Disposa	GARBAGE SVC JULY 2020- CITY HALL & FIRE DEPT			<b>\$104.64</b>
Invoice 7384786-1593-8	7/6/2020				
<b>Cash Payment</b>	E 222-42260-384 Refuse/Garbage Disposa	GARBAGE SVC JULY 2020- CITY HALL & FIRE DEPT			<b>\$104.65</b>
Invoice 7384786-1593-8	7/6/2020				
<b>Cash Payment</b>	E 602-49450-384 Refuse/Garbage Disposa	8 YD DUMPSTER- 9 ADDTL DAYS 7-7 THRU 7-15 SVC- JULY 2020- PARKS & PUB WKS			<b>\$299.16</b>
Invoice 7384787-1593-6	7/6/2020			Project 20-5	
<b>Cash Payment</b>	E 602-49450-384 Refuse/Garbage Disposa	GARBAGE SVC & 8 YD DUMPSTER SVC- JULY 2020- PARKS & PUB WKS BLDG			<b>\$1,590.39</b>
Invoice 7384787-1593-6	7/6/2020			Project 20-5	
Transaction Date	7/8/2020	Wells Fargo	10100	<b>Total</b>	<b>\$2,250.58</b>

**Fund Summary**

	10100 Wells Fargo	
101 GENERAL FUND		\$10,614.87
222 AREA FIRE SERVICES		\$104.65
602 SEWER FUND		\$2,182.97
609 MUNICIPAL LIQUOR FUND		\$1,389.25
		<u>\$14,291.74</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$14,291.74
<b>Total</b>	<b>\$14,291.74</b>

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Payments

Current Period: July 2020

Payments Batch 072820CITY \$38,709.58

Refer	1130 A & K REPAIR, INC.	-			
Cash Payment	E 602-49450-404 Machinery/Equip Repairs	REWIND ARMATURE , REPLACE BEARINGS IN PIPE THREADER MOTOR			\$359.90
Invoice	48878	7/15/2020			
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	\$359.90
Refer	1087 BIFFS, INC PORTABLE RESTROO	-			
Cash Payment	E 101-45200-410 Rentals (GENERAL)	PHILBROOK PARK BIFFS RENTAL & SVC 6- 17-20 THRU 7-14-20			\$141.00
Invoice	W771014	7/15/2020			
Cash Payment	E 101-45200-410 Rentals (GENERAL)	CENTERVIEW BEACH BIFFS RENTAL & SVC 6- 17-20 THRU 7-14-20			\$238.50
Invoice	W771011	7/15/2020			
Cash Payment	E 101-45200-410 Rentals (GENERAL)	SURFSIDE PARK BIFFS RENTAL & SVC 6- 17-20 THRU 7-14-20			\$656.62
Invoice	W771012	7/15/2020			
Cash Payment	E 101-45200-410 Rentals (GENERAL)	SKATEPARK BIFFS RENTAL & SVC 6- 17-20 THRU 7-14-20			\$238.50
Invoice	W771013	7/15/2020			
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	\$1,274.62
Refer	1134 CANON FINANCIAL SERVICES, INC	-			
Cash Payment	E 222-42260-202 Duplicating and copying	JULY 2020- COPIER RENTAL- FIRE DEPT			\$31.75
Invoice	21687172	7/13/2020			
Cash Payment	E 609-49750-202 Duplicating and copying	JULY 2020 - COPIER RENTAL- HARBOR WINE & SPIRITS			\$34.40
Invoice	21687173	7/13/2020			
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	\$66.15
Refer	1088 CENTERPOINT ENERGY (MINNEG	-			
Cash Payment	E 101-41930-383 Gas Utilities	GAS SVC 5-20-20 TO 6-19-20 BILL #6			\$36.58
Invoice	072820	7/9/2020			
Cash Payment	E 222-42260-383 Gas Utilities	GAS SVC 5-20-20 TO 6-19-20 BILL #6			\$67.94
Invoice	072820	7/9/2020			
Cash Payment	E 101-45200-383 Gas Utilities	GAS SVC 5-20-20 TO 6-19-20 BILL #6			\$75.67
Invoice	072820	7/9/2020			
Cash Payment	E 101-41910-383 Gas Utilities	GAS SVC 5-20-20 TO 6-19-20 BILL #6			\$190.59
Invoice	072820	7/9/2020			
Cash Payment	E 602-49450-383 Gas Utilities	GAS SVC 5-20-20 TO 6-19-20 BILL #6			\$62.91
Invoice	072820	7/9/2020		Project 20-3	
Cash Payment	E 609-49750-383 Gas Utilities	GAS SVC 5-20-20 TO 6-19-20 BILL #6			\$28.63
Invoice	072820	7/9/2020			
Cash Payment	E 101-45200-383 Gas Utilities	GAS SVC 5-20-20 TO 6-19-20 BILL #6- DEPOT BLDG			\$34.50
Invoice	072820	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$496.82
Refer	1089 CITIES DIGITAL SOLUTIONS	-			
Cash Payment	E 101-41920-440 Other Contractual Servic	LASERFICHE ANNUAL MTCE, SUPPORT & UPDATES 9-23-20 THRU 9-23-21			\$1,633.00
Invoice	49097	6/29/2020			

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Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,633.00</b>
Refer	1090 DPC INDUSTRIES, INC.	-			
Cash Payment	E 601-49400-227 Chemicals		150# CHLORINE CYLINDER RENTAL- QTY 14		\$140.00
Invoice	82000081-20 6/30/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$140.00</b>
Refer	1135 EDUCATION SPECIALTY PUBLISHI	-			
Cash Payment	E 222-42260-217 Fire Prevention Supplies		1,000 STOP, DROP, ROLL LOLLIPOPS-FIRE DEPT		\$170.00
Invoice	62063 8/9/2020				
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	<b>\$170.00</b>
Refer	1136 EMERGENCY MEDICAL TRAINING	-			
Cash Payment	E 222-42260-434 Conference & Training		EMERGENCY MEDICAL TECHNICIAN COURSE @ CROWN COLLEGE - C. HEITZ		\$1,450.00
Invoice	072820 7/9/2020				
Cash Payment	E 222-42260-434 Conference & Training		EMERGENCY MEDICAL TECHNICIAN COURSE @ CROWN COLLEGE - N. FARLEY		\$1,450.00
Invoice	072820 7/9/2020				
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	<b>\$2,900.00</b>
Refer	1091 ENVIRONMENTAL EQUIPMENT AN	-			
Cash Payment	E 101-43100-220 Repair/Maint Supply		1/4T FAN NOZZEL, USED T NOZZEL, CONNECTORS		\$97.23
Invoice	16317 7/7/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$97.23</b>
Refer	1159 GAMETIME	-			
Cash Payment	E 403-45200-500 Capital Outlay FA		GIANT WAVE CLIMBER- PARKS PLAY STRUCTURE		\$1,353.78
Invoice	PJI-0141112 7/8/2020				
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,353.78</b>
Refer	1094 ISTATE TRUCK CENTER	-			
Cash Payment	E 101-43100-220 Repair/Maint Supply		CRANCKCASE VENTILLATION KIT, DISICCANT CARTRIDGE KIT-AIR- STREETS TRUCK		\$126.00
Invoice	C241315264 7/9/2020				
Cash Payment	E 101-43100-220 Repair/Maint Supply		EXPANSION VALVE ASSEMBLE, RECEIVER-DRIER 3 X 10- STREETS TRUCK		\$46.25
Invoice	C241315278 7/9/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$172.25</b>
Refer	1095 JESSEN PRESS INCORPORATED	-			
Cash Payment	E 101-41110-350 Printing		PRINT, MAIL-CITY CONTACT NEWSLETTER 8 PG AUG, SEPT, OCT 2020 EDITION 6,000 COPIES		\$1,492.00
Invoice	685236 7/9/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,492.00</b>
Refer	1160 KIRBY BUILT QUALITY PRODUCTS	-			
Cash Payment	E 403-45200-500 Capital Outlay FA		WASTE RECEPTACLES- BLACK W/ DOME LIDS & LINERS- 5 QTY- CITY PARKS		\$2,253.00
Invoice	INVKSA1328 7/9/2020				
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	<b>\$2,253.00</b>

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Current Period: July 2020

Refer	1137 LANO EQUIPMENT, INCORPORAT	-			
Cash Payment	E 101-45200-220 Repair/Maint Supply	16" BPA TRACK- PARKS MOWERS			\$1,200.00
Invoice	03-766818	7/16/2020			
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	\$1,200.00
Refer	1096 LOFFLER COMPANIES, INCORPOR	-			
Cash Payment	E 101-41930-202 Duplicating and copying	COPY ROOM KONICA C652 - COLOR OVERAGE - 6-14-20 THRU 7-13-20			\$303.54
Invoice	3471071	7/13/2020			
Cash Payment	E 101-41930-202 Duplicating and copying	COPY ROOM KONICA C652 - B & W OVERAGE - 6-14-20 THRU 7-13-20			\$134.89
Invoice	3471071	7/13/2020			
Cash Payment	E 602-49450-202 Duplicating and copying	KONICA MINOLTA B200 PW COPIER OVERAGE CHG 6-10-20 THRU 7-09-20			\$6.97
Invoice	3470456	7/11/2020		Project 20-3	
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$445.40
Refer	1161 LUBE-TECH & PARTNERS, LLC	-			
Cash Payment	E 602-49450-440 Other Contractual Servic	USED OIL FILTERS & DRUM PICK UP- PUB WKS SHOP 07-17-20			\$55.00
Invoice	1654698	7/20/2020		Project 20-3	
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$55.00
Refer	1097 MEDIACOM	-			
Cash Payment	E 101-42110-321 Telephone, Cells, & Radi	ORONO PD INTERNET SVC 7-16-20 THRU 8-15-20 #7			\$96.90
Invoice	072820	7/6/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$96.90
Refer	1098 MINNESOTA BUSINESS ENTERPRI	-			
Cash Payment	E 101-43100-224 Street Maint Materials	DUMP FEE- MISED LOAD, CONCRETE & BLACK TOP ASPHALT- 4 LOADS 6-26-20			\$200.00
Invoice	46770	7/7/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$200.00
Refer	1138 MINNESOTA VALLEY TESTING LA	-			
Cash Payment	E 601-49400-470 Water Samples	MONTHLY CHLORINE REPORT & COLIFORM WATER TESTS -10			\$110.00
Invoice	1041066	7/14/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$110.00
Refer	1099 MINUTEMAN PRESS	-			
Cash Payment	E 602-49450-200 Office Supplies	BUSINESS CARDS- R. PRICH- 500 QTY			\$44.85
Invoice	21038	7/13/2020		Project 20-5	
Cash Payment	E 101-41930-200 Office Supplies	5,000 3 PART CARBONLESS RECEIPTS- CITY HALL			\$537.42
Invoice	21031	7/9/2020 PO 25174			
Cash Payment	E 609-49750-200 Office Supplies	250 KEG TAGS- HWS			\$146.82
Invoice	21030	7/9/2020			
Cash Payment	E 101-42400-200 Office Supplies	BUSINESS CARDS- S.SMITH- 500 QTY			\$44.85
Invoice	21048	7/22/2020			
Cash Payment	E 101-42400-200 Office Supplies	BUSINESS CARDS- A. DRILLING- 500 QTY			\$22.43
Invoice	21048	7/22/2020			
Cash Payment	E 101-42115-210 Operating Supplies	BUSINESS CARDS- A. DRILLING- 500 QTY			\$22.42
Invoice	21048	7/22/2020			

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Payments

Current Period: July 2020

Cash Payment	E 101-41500-200 Office Supplies	BUSINESS CARDS- K. KELLY- 250 QTY		\$22.98
Invoice 21048	7/22/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b> \$841.77
Refer	1162 MN/WI PLAYGROUND, INC.	-		
Cash Payment	E 101-45200-220 Repair/Maint Supply	4 QTY TOT SEATS FOR PARKS PLAYGROUND STRUCTURES		\$692.00
Invoice 2020230	7/22/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b> \$692.00
Refer	1100 MTI DISTRIBUTING, INC.	-		
Cash Payment	E 101-45200-220 Repair/Maint Supply	CONTROL THROTTLE- PARKS MOWER		\$66.59
Invoice 1265698	7/6/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b> \$66.59
Refer	1101 NAPA AUTO PARTS - SPRING PAR	-		
Cash Payment	E 601-49400-220 Repair/Maint Supply	COMB HITCH 2-BALL MOUNT- TRUCK #316 WATER DEPT		\$123.07
Invoice 0577-116043	7/2/2020			
Cash Payment	E 601-49400-220 Repair/Maint Supply	MOBIL 10W30 3 X 5 - 5 QTS- GENERATORS		\$139.95
Invoice 0577-116048	7/2/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b> \$263.02
Refer	1163 NELSON ELECTRIC MOTOR REPAI	-		
Cash Payment	E 602-49450-440 Other Contractual Servic	INSTALL THE REPAIRED PUMP #2 - @ MAPLE MANOR LIFT STATION		\$537.50
Invoice 1283	7/15/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b> \$537.50
Refer	1140 OFFICE DEPOT (FIRE)	-		
Cash Payment	E 222-42260-200 Office Supplies	COPY PAPER, BLACK TONER, FINE SHARPIES, BROTHER TONER, AA BATTERIES- FIRE DEPT		\$196.76
Invoice 100647883001	6/30/2020 PO 25210			
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b> \$196.76
Refer	1103 OFFICE DEPOT	-		
Cash Payment	E 101-41930-200 Office Supplies	FINE SHARPIE MARKERS, 8 1/2 X 11 PAPER PADS, POST-IT NOTES, CORRECT RIBBON IBM TYPEWRITER- CITY HALL		\$51.84
Invoice 104567951001	7/7/2020 PO 25179			
Transaction Date	2/20/2019	Wells Fargo	10100	<b>Total</b> \$51.84
Refer	1104 PLUNKETT S, INCORPORATED	-		
Cash Payment	E 101-41910-440 Other Contractual Servic	PEST CONTROL SVC- QUARTERLY - CENT BLDG		\$112.49
Invoice W17818619	7/9/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b> \$112.49
Refer	1105 RDO EQUIPMENT COMPANY	-		
Cash Payment	E 101-43100-404 Machinery/Equip Repairs	4WD LOADER RENTAL- 1 MONTH 6-19-20 THRU 7-19-20		\$7,165.45
Invoice R0031314	7/16/2020			
Cash Payment	E 101-43100-404 Machinery/Equip Repairs	4WD LOADER RENTAL- 4 HOURS 7-20-20		\$869.74
Invoice R0032914	7/21/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b> \$8,035.19

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Payments

Current Period: July 2020

Refer	1107	SUN PATRIOT NEWSPAPER-CITY	-		
Cash Payment	E 101-41110-351	Legal Notices Publishing	CITY COUNCIL MEETINGS VENUE CHANGE ANNOUNCEMENT PUB 7-11-20	\$150.00	
Invoice	784906	7/12/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$150.00
Refer	1106	TIMBERWALL LANDSCAPING INC.	-		
Cash Payment	E 101-45200-220	Repair/Maint Supply	1 1/2" RIVER ROCK, DIAMOND 20' EDGING, 4 STAKES, CONNECTORS- PARKS	\$173.60	
Invoice	10119164	7/9/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$173.60
Refer	1108	VERIZON WIRELESS	-		
Cash Payment	E 101-45200-321	Telephone, Cells, & Radi	PARKS LEAD WORKER TABLET- HOT SPOT- SVC 6-11-20 THRU 7-10-20	\$35.01	
Invoice	9858404950	7/10/2020			
Cash Payment	E 101-43100-321	Telephone, Cells, & Radi	STREETS LEAD WORKER TABLET- HOT SPOT 6-11-20 THRU 7-10-20	\$35.01	
Invoice	9858404950	7/10/2020			
Cash Payment	E 101-43100-321	Telephone, Cells, & Radi	STREETS LEAD WORKER TABLET- INTERNET SVC- 6-11-20 THRU 7-10-20	\$35.01	
Invoice	9858404950	7/10/2020			
Cash Payment	E 602-49450-321	Telephone, Cells, & Radi	PUBLIC WORKS SUPER- RAY HANSON - TABLET- INTERNET SVC- 6-11-20 THRU 7-10-20	\$35.03	
Invoice	9858404950	7/10/2020	Project 20-5		
Cash Payment	E 602-49450-321	Telephone, Cells, & Radi	PUBLIC WORKS SUPER- RAY HANSON - TABLET- HOT SPOT SVC 6-11-20 THRU 7-10-20	\$35.01	
Invoice	9858404950	7/10/2020	Project 20-5		
Cash Payment	E 602-49450-321	Telephone, Cells, & Radi	UTILITY LEAD WORKER TABLET- HOT SPOT- SVC 6-11-20 THRU 7-10-20	\$17.50	
Invoice	9858404950	7/10/2020			
Cash Payment	E 601-49400-321	Telephone, Cells, & Radi	UTILITY LEAD WORKER TABLET- HOT SPOT- SVC 6-11-20 THRU 7-10-20	\$17.51	
Invoice	9858404950	7/10/2020			
Cash Payment	E 101-45200-321	Telephone, Cells, & Radi	PARKS LEAD WORKER TABLET- INTERNET SVC 6-11-20 THRU 7-10-20	\$35.01	
Invoice	9858404950	7/10/2020			
Cash Payment	E 101-43100-321	Telephone, Cells, & Radi	NEW STREETS TABLET DATACARD INTERNET SVC 6-11-20 THRU 7-10-20	\$35.01	
Invoice	9858404950	7/10/2020			
Cash Payment	E 101-43100-321	Telephone, Cells, & Radi	NEW STREETS TABLET	\$0.00	
Invoice	9858404950	7/10/2020			
Cash Payment	E 601-49400-321	Telephone, Cells, & Radi	UTILITY 7726- NEW TABLET- INTERNET SVC 6-11-20 THRU 7-10-20	\$17.50	
Invoice	9858404950	7/10/2020			
Cash Payment	E 602-49450-321	Telephone, Cells, & Radi	UTILITY 7726- NEW TABLET- INTERNET SVC 6-11-20 THRU 7-10-20	\$17.51	
Invoice	9858404950	7/10/2020			
Cash Payment	E 602-49450-321	Telephone, Cells, & Radi	SEWER TRUCK #109 DATACARD SVC 6-11-20 THRU 7-10-20	\$35.01	
Invoice	9858404950	7/10/2020			

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Cash Payment	E 602-49450-321 Telephone, Cells, & Radi	PUB WKS SUPV VEHC #113 R. HANSON DATACARD SVC 6-11-20 THRU 7-10-20	\$35.01		
Invoice	9858404950	7/10/2020	Project 20-3		
Cash Payment	E 602-49450-321 Telephone, Cells, & Radi	PUB WKS JET PACK LAPTOP AIRCARD SVC 6-11-20 THRU 7-10-20	\$35.01		
Invoice	9858404950	7/10/2020	Project 20-3		
Cash Payment	E 101-42400-321 Telephone, Cells, & Radi	FIELD OFFICER DATACARD SVC 6-11-20 THRU 7-10-20	\$17.51		
Invoice	9858404950	7/10/2020			
Cash Payment	E 101-42115-321 Telephone, Cells, & Radi	FIELD OFFICER DATACARD SVC 6-11-20 THRU 7-10-20	\$17.50		
Invoice	9858404950	7/10/2020			
Cash Payment	E 601-49400-321 Telephone, Cells, & Radi	WATER TRUCK #315 DATACARD SVC 6-11- 20 THRU 7-10-20	\$35.01		
Invoice	9858404950	7/10/2020			
Cash Payment	E 601-49400-321 Telephone, Cells, & Radi	WATER TRUCK #512 R. PRICH DATACARD SVC 6-11-20 THRU 7-10-20	\$35.01		
Invoice	9858404950	7/10/2020			
Cash Payment	E 602-49450-321 Telephone, Cells, & Radi	UTILITY LEAD WORKER TABLET- INTERNET SVC 6-11-20 THRU 7-10-20	\$17.51		
Invoice	9858404950	7/10/2020			
Cash Payment	E 601-49400-321 Telephone, Cells, & Radi	UTILITY LEAD WORKER TABLET- INTERNET SVC 6-11-20 THRU 7-10-20	\$17.50		
Invoice	9858404950	7/10/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$560.18
Refer	1139 VERIZON WIRELESS				
Cash Payment	E 101-43100-321 Telephone, Cells, & Radi	CELL PHONE CHARGES 6-14-20 THRU 7-13- 20	\$141.08		
Invoice	9850441435	3/13/2020			
Cash Payment	E 601-49400-321 Telephone, Cells, & Radi	CELL PHONE CHARGES 6-14-20 THRU 7-13- 20	\$143.38		
Invoice	9850441435	3/13/2020			
Cash Payment	E 602-49450-321 Telephone, Cells, & Radi	CELL PHONE CHARGES 6-14-20 THRU 7-13- 20	\$104.80		
Invoice	9850441435	3/13/2020			
Cash Payment	E 101-42400-321 Telephone, Cells, & Radi	CELL PHONE CHARGES 6-14-20 THRU 7-13- 20	\$39.35		
Invoice	9850441435	3/13/2020			
Cash Payment	E 101-45200-321 Telephone, Cells, & Radi	CELL PHONE CHARGES 6-14-20 THRU 7-13- 20	\$85.59		
Invoice	9850441435	3/13/2020			
Cash Payment	E 101-41310-321 Telephone, Cells, & Radi	CELL PHONE CHARGES 6-14-20 THRU 7-13- 20	\$56.28		
Invoice	9850441435	3/13/2020			
Cash Payment	E 101-42115-321 Telephone, Cells, & Radi	CELL PHONE CHARGES 6-14-20 THRU 7-13- 20	\$16.14		
Invoice	9850441435	3/13/2020			
Cash Payment	E 101-43100-321 Telephone, Cells, & Radi	NEW EQUIPMENT- LAPTOP TABLET- RYAN PRICH	\$104.80		
Invoice	9850441435	3/13/2020			
Cash Payment	E 101-45200-321 Telephone, Cells, & Radi	NEW EQUIPMENT- LAPTOP TABLET- RYAN PRICH	\$104.80		
Invoice	9850441435	3/13/2020			

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<b>Cash Payment</b>	E 601-49400-321 Telephone, Cells, & Radi	NEW EQUIPMENT- LAPTOP TABLET- RYAN PRICH			<b>\$104.81</b>
Invoice 9850441435	3/13/2020				
<b>Cash Payment</b>	E 602-49450-321 Telephone, Cells, & Radi	NEW EQUIPMENT- LAPTOP TABLET- RYAN PRICH			<b>\$108.83</b>
Invoice 9850441435	3/13/2020				
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,009.86</b>
Refer	1110 <i>WIDMER CONSTRUCTION, LLC</i>		-		
<b>Cash Payment</b>	E 601-49400-440 Other Contractual Servic	REPAIR WATERMAIN @ 2326 NORWOOD LN 6-15-20			<b>\$3,217.50</b>
Invoice 4808	7/8/2020				
<b>Cash Payment</b>	E 601-49400-440 Other Contractual Servic	REPAIR WATERMAIN @ SUNSET RD 6-08-20			<b>\$3,522.50</b>
Invoice 4807	7/8/2020				
Transaction Date	2/20/2020	Wells Fargo	10100	<b>Total</b>	<b>\$6,740.00</b>
Refer	1111 <i>XCEL ENERGY</i>		-		
<b>Cash Payment</b>	E 101-43100-381 Electric Utilities	ELECTRIC SVC 6-03-20 THRU 7-02-20 CITY OWNED STREET LIGHTS			<b>\$4,510.11</b>
Invoice 691276732	7/6/2020				
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	<b>\$4,510.11</b>
Refer	1164 <i>ZIEGLER, INCORPORATED</i>		-		
<b>Cash Payment</b>	E 101-43100-220 Repair/Maint Supply	CATERPILLAR PARTS- STREETS DEPT CAT ROLLER: HYDRO ADV 10W-3 QTY, STRAINER, SEAL O-RINGS- QTY 4			<b>\$252.62</b>
Invoice PC002166564	7/18/2020				
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	<b>\$252.62</b>

**Fund Summary**

	10100 Wells Fargo	
101 GENERAL FUND		\$22,394.41
222 AREA FIRE SERVICES		\$3,366.45
403 CAP REPLAC-VEHICLES & EQUIP		\$3,606.78
601 WATER FUND		\$7,623.74
602 SEWER FUND		\$1,508.35
609 MUNICIPAL LIQUOR FUND		\$209.85
		<u>\$38,709.58</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$38,709.58
<b>Total</b>	<b>\$38,709.58</b>

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Payments Batch 072820HWS \$106,706.74

Refer	1141 56 BREWING, LLC	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$170.00
Invoice	5610950 7/14/2020				
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	\$170.00
Refer	1053 ARTISAN BEER COMPANY	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$1,603.00
Invoice	3426873 7/9/2020				
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$35.60
Invoice	3426874 7/9/2020				
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$551.30
Invoice	3428079 7/16/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$2,189.90
Refer	1143 BELLBOY CORPORATION	-			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$11.63
Invoice	0084966400 7/17/2020				
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$975.68
Invoice	0084966400 7/17/2020				
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$29.71
Invoice	0085025400 7/22/2020				
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$167.00
Invoice	0084966800 7/17/2020				
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR CREDIT			-\$6.30
Invoice	0085003100 7/21/2020				
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$1.55
Invoice	0084966800 7/17/2020				
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$3,066.93
Invoice	0085025400 7/22/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$4,246.20
Refer	1056 BELLBOY CORPORATION	-			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$87.25
Invoice	0101637900 7/8/2020				
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR CREDIT			-\$99.00
Invoice	0084862400 7/9/2020				
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	-\$11.75
Refer	1054 BELLBOY CORPORATION	-			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$91.80
Invoice	0101659300 7/10/2020				
Cash Payment	E 609-49750-255 Misc Merchandise For R	MDSE- COOLER 26 QT			\$49.00
Invoice	0101659300 7/10/2020				
Transaction Date	5/23/2019	Wells Fargo	10100	<b>Total</b>	\$140.80
Refer	1057 BELLBOY CORPORATION	-			
Cash Payment	E 609-49750-210 Operating Supplies	SUPPLIES- SHELF STRIPS, DUM DUM POPS			\$69.00
Invoice	0101675900 7/15/2020				
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$54.25
Invoice	0101675900 7/15/2020				

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Cash Payment	E 609-49750-255 Misc Merchandise For R	MDSE- JELLO SHOT CUPS & LIDS			\$11.94
Invoice	0101675900	7/15/2020			
Transaction Date	7/20/2020	Wells Fargo	10100	<b>Total</b>	\$135.19
Refer	1058 BELLBOY CORPORATION		-		
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$250.00
Invoice	0084910300	7/15/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$7.75
Invoice	0084910300	7/15/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$12.40
Invoice	0084810200	7/8/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$1,306.00
Invoice	0084810200	7/8/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$935.65
Invoice	0084907500	7/15/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$10.85
Invoice	0084907500	7/15/2020			
Transaction Date	5/23/2019	Wells Fargo	10100	<b>Total</b>	\$2,522.65
Refer	1142 BELLBOY CORPORATION		-		
Cash Payment	E 609-49750-210 Operating Supplies	SUPPLIES- BAGS			\$113.19
Invoice	0101718600	7/22/2020			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$97.85
Invoice	0101718600	7/22/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	\$211.04
Refer	1055 BELLBOY CORPORATION		-		
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$138.40
Invoice	0084805900	7/8/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$3.10
Invoice	0084776400	7/8/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$384.00
Invoice	0084776400	7/8/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$43.93
Invoice	0084805900	7/8/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$500.32
Invoice	0084862500	7/10/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$3,475.95
Invoice	0084805900	7/8/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$8.88
Invoice	0084862500	7/10/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$4,554.58
Refer	1059 BOOM ISLAND BREWING COMPAN		-		
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$240.50
Invoice	9559	7/6/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$240.50
Refer	1060 BRASS FOUNDRY BREWING CO.		-		
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$924.00
Invoice	4388	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$924.00

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Refer	1144	BREAKTHRU BEVERAGE MN WINE	-					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Resa	MIX					\$154.32
Invoice	10801155599	7/15/2020						
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR					\$1,628.49
Invoice	10801155597	7/15/2020						
Cash Payment	E 609-49750-253	Wine For Resale	WINE					\$928.30
Invoice	10801155598	7/15/2020						
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR					\$1,247.50
Invoice	10801156007	7/15/2020						
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR					\$211.71
Invoice	10801154311	7/10/2020						
Transaction Date	7/21/2020		Wells Fargo	10100		<b>Total</b>		\$4,170.32
Refer	1061	BREAKTHRU BEVERAGE MN WINE	-					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Resa	MIX					\$24.00
Invoice	10801152689	7/8/2020						
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR					\$2,947.95
Invoice	10801152687	7/8/2020						
Cash Payment	E 609-49750-253	Wine For Resale	WINE					\$1,746.16
Invoice	10801152688	7/8/2020						
Transaction Date	7/21/2020		Wells Fargo	10100		<b>Total</b>		\$4,718.11
Refer	1062	CAPITOL BEVERAGE SALES, L.P.	-					
Cash Payment	E 609-49750-252	Beer For Resale	BEER					\$189.20
Invoice	2437450	7/14/2020						
Cash Payment	E 609-49750-252	Beer For Resale	BEER					\$3,200.74
Invoice	2437451	7/14/2020						
Transaction Date	7/21/2020		Wells Fargo	10100		<b>Total</b>		\$3,389.94
Refer	1145	CAPITOL BEVERAGE SALES, L.P.	-					
Cash Payment	E 609-49750-252	Beer For Resale	BEER					\$107.30
Invoice	2440383	7/21/2020						
Cash Payment	E 609-49750-252	Beer For Resale	BEER CREDIT					-\$30.00
Invoice	1044-00239	7/21/2020						
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Resa	BEER					\$59.68
Invoice	2440383	7/21/2020						
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Resa	BEER					\$5,473.75
Invoice	2440384	7/21/2020						
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Resa	BEER					\$509.80
Invoice	2438839	7/16/2020						
Transaction Date	7/21/2020		Wells Fargo	10100		<b>Total</b>		\$6,120.53
Refer	1146	CLEAR RIVER BEVERAGE CO.	-					
Cash Payment	E 609-49750-252	Beer For Resale	BEER					\$3,693.03
Invoice	543241	7/16/2020						
Transaction Date	7/21/2020		Wells Fargo	10100		<b>Total</b>		\$3,693.03
Refer	1147	COCA COLA BOTTLING-MIDWEST	-					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Resa	COCA COLA PRODUCTS- MIX					\$407.36
Invoice	3609210702	7/20/2020						
Transaction Date	7/21/2020		Wells Fargo	10100		<b>Total</b>		\$407.36
Refer	1148	DAHLHEIMER BEVERAGE LLC	-					

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Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$2,579.60
Invoice	123-05639	7/21/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$2,579.60
Refer	1150 HEADFLYER BREWING	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$305.00
Invoice	2100	7/13/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	\$305.00
Refer	1063 HOHENSTEINS, INCORPORATED	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$1,495.55
Invoice	209008	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$1,495.55
Refer	1149 HOHENSTEINS, INCORPORATED	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$1,390.60
Invoice	210023	7/16/2020			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$33.75
Invoice	210022	7/16/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$1,424.35
Refer	1151 JJ TAYLOR. DISTRIBUTING MINN	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$3,925.41
Invoice	3107811	7/16/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$144.50
Invoice	3107812	7/16/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$4,069.91
Refer	1064 JJ TAYLOR. DISTRIBUTING MINN	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$7,679.95
Invoice	3100372	7/9/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$180.45
Invoice	3100373	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$7,860.40
Refer	1152 JOHNSON BROTHERS LIQUOR	-			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$5,016.88
Invoice	1599149	7/15/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$606.00
Invoice	1596583	7/13/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$175.92
Invoice	1596582	7/13/2020			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$42.95
Invoice	1599151	7/15/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$1,729.79
Invoice	1599150	7/15/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$7,571.54
Refer	1065 JOHNSON BROTHERS LIQUOR	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$380.16
Invoice	1591574	7/7/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$450.00
Invoice	1594361	7/9/2020			

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Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$3,958.38
Invoice	1594360	7/9/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$5,970.37
Invoice	1594359	7/9/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$505.95
Invoice	1594362	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$11,264.86
Refer	1066 LIBATION PROJECT	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$688.00
Invoice	29836	7/10/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$12.00
Invoice	29836	7/10/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$700.00
Refer	1067 LUPINE BREWING COMPANY	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$86.80
Invoice	003528	7/10/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$86.80
Refer	1068 LUPULIN BREWING COMPANY	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$415.00
Invoice	30381	7/7/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$426.00
Invoice	30622	7/16/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER CREDIT			-\$27.66
Invoice	CN6765	4/22/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER CREDIT			-\$59.26
Invoice	CN6773	4/22/2020			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$1,762.98
Invoice	28828	5/1/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$2,517.06
Refer	1153 MARLIN S TRUCKING DELIVERY	-			
Cash Payment	E 609-49750-265 Freight	DELIVERY SVC 6-25-20			\$481.40
Invoice	36511	6/25/2020			
Cash Payment	E 609-49750-265 Freight	DELIVERY SVC 6-18-20			\$349.45
Invoice	36492	6/18/2020			
Cash Payment	E 609-49750-265 Freight	DELIVERY SVC 6-11-20			\$403.10
Invoice	36474	6/11/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$1,233.95
Refer	1154 MAVERICK WINE COMPANY	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$1,055.88
Invoice	463963	7/21/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$9.00
Invoice	463963	7/21/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	\$1,064.88
Refer	1069 MILLNER HERITAGE VINEYARD &	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$198.00
Invoice	27920-82	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	\$198.00

**CITY OF MOUND**  
**Payments**

**Current Period: July 2020**

Refer	1132 MINNEHAHA BUILDING MAINTENA	-			
Cash Payment	E 609-49750-440 Other Contractual Serv	WASH WINDOWS INSIDE & OUT 6-15-20			\$65.19
Invoice	180162013	7/12/2020			
Transaction Date	7/22/2020	Wells Fargo	10100	<b>Total</b>	<b>\$65.19</b>
Refer	1072 MINNESOTA MUNICIPAL BEVERA	-			
Cash Payment	E 609-49750-433 Dues and Subscriptions	MN MUNICIPAL BEVERAGE ASSOC ANNUAL DUES- HWS JULY 2020 THRU JULY 2021			\$2,700.00
Invoice	072820	7/15/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$2,700.00</b>
Refer	1071 MOUND MARKETPLACE ASSOC	-			
Cash Payment	E 609-49750-412 Building Rentals	AUGUST 2020 COMMON AREA MTCE & INSURANCE HWS			\$1,014.39
Invoice	08012020	8/1/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,014.39</b>
Refer	1155 PAUSTIS AND SONS WINE COMPA	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$828.75
Invoice	96000	7/20/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$10.00
Invoice	96000	7/20/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$838.75</b>
Refer	1073 PAUSTIS AND SONS WINE COMPA	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$346.10
Invoice	95533	7/14/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$8.75
Invoice	95533	7/14/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$652.00
Invoice	94938	7/7/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$8.75
Invoice	94938	7/7/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,015.60</b>
Refer	1074 PHILLIPS WINE AND SPIRITS, INC	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$1,289.25
Invoice	6058289	7/9/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$2,220.07
Invoice	6058288	7/9/2020			
Cash Payment	E 609-49750-255 Misc Merchandise For R	MERCHANDISE- COCK N BULL BEER GLASSES			\$105.00
Invoice	6058290	7/9/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$192.00
Invoice	6058290	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$3,806.32</b>
Refer	1156 PHILLIPS WINE AND SPIRITS, INC	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$1,557.62
Invoice	6061492	7/15/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$806.21
Invoice	6061491	7/15/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$2,363.83</b>

**CITY OF MOUND**  
**Payments**

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Current Period: July 2020

Refer	1075 <i>SCHRAM WINERY &amp; BREWERY LL</i>				
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$120.00
Invoice	000188	7/10/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$195.00
Invoice	000576	7/10/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$315.00</b>
Refer	1076 <i>SHAMROCK GROUP, INC.</i>				
Cash Payment	E 609-49750-255 Misc Merchandise For R	ICE			\$270.88
Invoice	2519480	7/11/2020			
Cash Payment	E 609-49750-255 Misc Merchandise For R	ICE			\$200.10
Invoice	2518470	7/8/2020			
Cash Payment	E 609-49750-255 Misc Merchandise For R	ICE			\$196.72
Invoice	2521115	7/15/2020			
Cash Payment	E 609-49750-255 Misc Merchandise For R	ICE			\$441.34
Invoice	2522139	7/18/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,109.04</b>
Refer	1078 <i>SOUTHERN WINE &amp; SPIRITS OF M</i>				
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$2,056.00
Invoice	1972941	7/16/2020			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$19.00
Invoice	1972940	7/16/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$1,752.27
Invoice	1972939	7/16/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$3,827.27</b>
Refer	1077 <i>SOUTHERN WINE &amp; SPIRITS OF M</i>				
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$526.00
Invoice	1970391	7/9/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$4,198.37
Invoice	1970389	7/9/2020			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$40.12
Invoice	1970388	7/9/2020			
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$151.50
Invoice	1970390	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$4,915.99</b>
Refer	1157 <i>STARRY EYED BREWING CO. LLC</i>				
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$120.00
Invoice	3537	7/17/2020			
Transaction Date	7/23/2020	Wells Fargo	10100	<b>Total</b>	<b>\$120.00</b>
Refer	1079 <i>STEEL TOE BREWING, LLC</i>				
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$360.00
Invoice	34924	7/14/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$360.00</b>
Refer	1080 <i>SUMMER LAKES BEVERAGE LLC</i>				
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$420.00
Invoice	1281	7/9/2020			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$750.00
Invoice	1325	7/21/2020			

**CITY OF MOUND**  
**Payments**

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Current Period: July 2020

Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,170.00</b>
Refer	1081 VINOCOPIA, INCORPORATED		-		
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$14.00
Invoice	0259732	7/9/2020			
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$165.00
Invoice	0259732	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$179.00</b>
Refer	1158 VINOCOPIA, INCORPORATED		-		
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR			\$90.21
Invoice	0260146	7/16/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$208.00
Invoice	0260147	7/16/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$2.50
Invoice	0260147	7/16/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$2.50
Invoice	0260146	7/16/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$303.21</b>
Refer	1082 WINE COMPANY		-		
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$256.00
Invoice	146705	7/16/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$603.00
Invoice	146705	7/16/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$700.00
Invoice	146177	7/9/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$14.85
Invoice	146177	7/9/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$1,573.85</b>
Refer	1083 WINE MERCHANTS		-		
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Resa	MIX			\$69.00
Invoice	7290479	7/9/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$56.00
Invoice	7290478	7/9/2020			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$448.00
Invoice	7291205	7/15/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$573.00</b>
Refer	1084 Z WINES USA LLC		-		
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$252.00
Invoice	23523	7/8/2020			
Cash Payment	E 609-49750-265 Freight	FREIGHT			\$10.00
Invoice	23523	7/8/2020			
Transaction Date	7/21/2020	Wells Fargo	10100	<b>Total</b>	<b>\$262.00</b>

**CITY OF MOUND**

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**Payments**

**Current Period: July 2020**

Fund Summary

	10100 Wells Fargo	
609 MUNICIPAL LIQUOR FUND	<u>\$106,706.74</u>	
	\$106,706.74	

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	<u>\$106,706.74</u>
Total	\$106,706.74

**MOUND CITY COUNCIL MINUTES**  
**July 14, 2020**

The City Council of the City of Mound, Hennepin County, Minnesota, met in regular session on Tuesday, July 14, 2020 at 7:00 p.m. in the Westonka Schools Performing Arts Center (PAC) due to COVID-19 and the need to social distance.

Members present: Mayor Ray Salazar; Council members Phil Velsor, Jeff Bergquist, Paula Larson, and Sherrie Pugh

Members absent: None

Others present: City Manager Eric Hoversten, Fin Dir/Clerk/Treasurer Catherine Pausche, City Engineer Brian Simmons, Westonka Public Schools Superintendent Kevin Borg, Orono Police Officer Tim Sonnek, Chris Carlson, Peter Meyer, Michelle Herrick, Pat Buffington, Karen Buffington, Elizabeth Hustad, Stu Alexander, Rodney Beystrom, Venus Steffensen, Shane Steffensen, Jeff Kueper, Colin Charlson, Diane Lachenmayer, Brant Nelson, Andrea Nelson, Rob Ar, Gretchen Shaw, Lyle Shaw, Gretchen Shaw, Guy Jenken, Joan Jenken, Dan Saatzer, Marc Doepner-Hove, Anna Peters, Jason Zattler, Merrick Morlan, Steve Zielinski, Joanie Zielinski, Rich R, Kevin Johansen

*Consent agenda: All items listed under the Consent Agenda are considered to be routine in nature by the Council. There will be no separate discussion on these items unless a Councilmember or citizen so requests, in which event it will be removed from the Consent Agenda and considered in normal sequence.*

**1. Open meeting**

Mayor Salazar called the meeting to order at 7:00 p.m.

**2. Pledge of Allegiance**

**3. Approve agenda**

Hoversten noted the following replacement pages: Item 4B page 1157, and Item 9B page 1208.

MOTION by Bergquist, seconded by Velsor, to approve the agenda. All voted in favor. Motion carried.

**4. Consent agenda**

MOTION by Velsor, seconded by Larson, to approve the consent agenda. Upon roll call vote, all voted in favor. Motion carried.

A. Approve payment of claims in the amount of \$1,427,268.20.

B. Approve minutes: 06-23-20 regular meeting.

**C. RESOLUTION NO. 20-63: RESOLUTION ADOPTING CITY OF MOUND  
COVID-19 PREPAREDNESS PLAN**

D. Approve Pay Request No. 3 in the amount of \$91,896.11 to Kusske Construction

for 2019 Street, Utility & Retaining Wall Improvements, City Project PW-19-01

E. Approve Pay Request #3 in the amount of \$89,536.93 to G. F. Jedlicki, Inc for 2019 Commerce Blvd Watermain Project, Project No. PW-19-04

F. **RESOLUTION NO. 20-64: RESOLUTION APPOINTING ELECTION JUDGES AS RECOMMENDED FOR THE STATE PRIMARY ELECTION ON AUGUST 11, 2020 AND THE GENERAL ELECTION ON NOVEMBER 3, 2020**

**5. Comments and suggestions from citizens present on any item not on the agenda.**

Peter Myer, 5748 Sunset, read in the Laker about Lifestyle Properties and wanted to express his concern over density and height. He served on Parks Commission and Council and raised a family here and questions why the move toward so much high density residential. Myer asked for it to remain park land.

Chris Carlson, 5950 West Branch Road, said he lives in Minnetrista but owns rental property. Carlson read a statement that stated he has previously written to Council on the concerns about so much high density. Carlson said the Comprehensive Plan includes a traffic study by Hennepin County that indicated the town is close to capacity and he knows many residents are concerned about traffic. Carlson quoted page 49 from the Comprehensive Plan and noted his biggest concern is the change in the small-town feel.

Karen Buffington, 4456 Radner Road, said they moved out here for the small town atmosphere and they want the Commerce Place property to remain zoned for business. Buffington urged the Council to table the issue due to the pandemic because no businesses are looking at expansion but in a year or two they will come back. Buffington asked the Council to consider other options for what Mound should be.

Venus Steffensen, 1838 Commerce Boulevard, read a statement that the majority of residents are not in favor and that she has a petition were 97% have a disapproval rating of development. Steffensen said Shafer Richardson is a member of the Met Council Urban Land Institute so they know where the transit hubs will be developed, they buy property and let it deteriorate so cities have to consider multifamily. Steffensen encouraged the Council to reach out to Anytime Fitness and other owners. Steffensen said Shafer Richardson's strategy is to create relationships with City Staff and create fatigue on the part of Council. Steffensen asked the Council to question Shafer Richardson's motive and strategy and acknowledge that we are not on a sinking ship and make Shafer Richardson come back with another plan.

Jason Zattler, 2345 Commerce Boulevard and business owner of Wiser Insurance, suggests the City put together an advisory commission of local business owners to come up with alternative solutions and not just go with Shafer Richardson's plan.

Matt Jenks, 6120 Beachwood Road, said he has been here a long time and that the City needs people to go the extra mile to find out what is going on. Jenks pointed to the \$30M investment in the PAC the community was willing to invest and questioned the Council working with Shafer Richardson and not coming up with alternatives.

Brant Nelson, 5527 Bartlett Boulevard, said he has lived here many years and recognizes Mound has been slow to develop compared to our neighbors in Excelsior and Wayzata. Nelson

said he is not aware of all the discussions leading up to this proposed development, but he experiences high traffic near his home on Bartlett Boulevard. Nelson recognized his comment is coming from an emotional place but asked the Council to listen to your constituents as they want what is best for this community.

Merrick Morlan, 4842 Shoreline Boulevard and owner of 3soteric, said he talked to Shafer Richardson about moving near to Anytime and it was cost prohibitive so he understands the building as it is has to go, but he is wondering why the conversation on mixed use ended.

Chris Carlson, 5950 West Branch Road, asked about any discussions with Hennepin County about how much traffic has to increase for changes to roads to be made and what those changes might be.

Mayor Salazar thanked the audience and said the development will be discussed at the July 21 Planning Commission meeting, noting the public hearing was closed so any additional comments will be at the Planning Commission's discretion. Mayor Salazar added the comments are being listened to.

**6. Orono Police Officer Tim Sonnek presenting the June 2020 Activity Report for Mound**  
Officer Tim Sonnek summarized the number of calls/activity for the month of June, 2020 as shown in the report for the packet.

Larson asked if 326 total calls was the total and why there is a discrepancy. Sonnek said there is some information that does not get reported because if either a case number or narrative report is not created, it is not included. Larson said she likes the reporting and is wondering what the difference is year over year. Sonnek said it was just six calls from June 2019 to 2020. Larson said she had an extremely positive interaction on a recent call where the officers were very responsive. Bergquist thanked the all of the officers' efforts during the recent rioting noting he felt very safe in Mound.

**7. City Engineer Brian Simmons requesting a public meeting for public comments on City of Mound Municipal Separate Storm Sewer (MS4) Permit**  
Simmons summarized the presentation in one slide. Mound is required to have a Storm Water Pollution Prevention Plan (SWPPP) and a MS4 permit based on Mound's population and proximity to Lake Minnetonka. Mound must meet some requirements to maintain permit status, including holding a public meeting for public comment on storm water management practices. Velsor asked if this is for individual projects and Simmons said it is for the City as a whole.

Chris Carlson, 5950 West Branch Road, asked about the white pipe that comes out of the building and discharging into grass/or storm sewer on Commerce. Simmons said that is a correctly plumbed sump pump that allows regular sewer to be separate from storm sewer, which is one of the objectives of the program/permit. Simmons noted no formal action is required on the City Council's part.

**8. City Manager Eric Hoversten requesting discussion on State of Minnesota Cares Act Funding for counties, cities and townships**

Hoversten stated the packet included some preliminary information on the Federal CARES Act funding for local governments under 500K in population. The City received an allocation of just over \$700K for the city to recover costs related to COVID-19, business relief and other qualifying individuals and organizations. Hoversten said any unutilized funds will go back to Hennepin County Medical Center (HCMC) per the CARES Act stipulations, any funds not used by the county will be returned to the State of Minnesota. Hoversten said Staff is looking for direction on how the Council may wish to proceed with looking at opportunities to assist locally. Hoversten said municipal revenue replacement is explicitly prohibited, but the City will have some qualified COVID-19 related expenses. Hoversten said it is important to ensure proper oversight and one thought is to partner with established County programs for their administrative services, but also acknowledged other taxing districts in our area may be enduring even more hardship that ultimately will impact our tax base.

Mayor Salazar agreed it is important to take a look at potential uses. Salazar noted Staff's recommendation to appoint two council members to an advisory committee along with three members of the community for a panel of five. Pugh said she agrees this is really important and the need is to act quickly to create partnerships and noted she would like to also participate on the committee. Salazar said it is important to look at local opportunities in addition to considering HCMC, which is a great institution. Salazar did an informal poll and all agreed with Salazar and Pugh being the Council representatives.

Salazar invited Superintendent Kevin Borg to speak to the Council on some of the challenges the school district is experiencing. Borg said he was just outlining the challenges to the school board and although they recognize there are other potential uses for the CARES act funds, he gave a series of examples of the challenges on how they are preparing their COVID-19 response. Borg said any of the plans – 100% return with social distancing, hybrid, or all on-line involve incremental costs, including technology to facilitate distance learning, PPE supplies, and more significantly transportation – 6' social distance is 13 students on a 77 passenger school bus. Borg said there are 15 routes already. Borg said the increased demand for keeping the building safe requires 2 more janitorial staff and rethinking the cafeteria model, in addition to more substitute teachers being needed to minimize classroom changes and in the event staff has to quarantine. Borg said safety and high quality education are everyone's top priority. Borg said there were some CARES Act funding for schools but it was only in the range of \$170K compared to Mound's \$700+. Borg noted transportation servers both public and private schools and keeping kids safe in our community is everybody's priority and benefits everybody.

Salazar thanked Borg and agreed our children are our legacy and wanting a safe, high quality education is everyone's priority. Hoversten said Staff will reach out with Salazar and Pugh to assemble the advisory committee. Salazar suggested 2 city council, 2 business and one non-profit.

## **9. Information/Miscellaneous**

A. Comments/reports from Council members/City Manager:

Hoversten said candidate filing begins soon and absentee balloting will be handled through Hennepin County and the polls will be open August 11, noting the Tuesday City Council meeting was moved to Wednesday, August 12.

Salazar said Jason Zattler reached out to him to note on page 3 of the quarterly newsletter was a redevelopment recap that was well written, but omitted investments by Twin Cities Closets and redevelopment of the parking lot in the Langdon District. Also, the Girlie Project

Chiropractor also opened. Salazar thanked and welcomed these new businesses and thanked the audience as well.

Larson complemented the recent application of mulch in the downtown on how good it looks. In addition, Larson complemented the construction crews around the Shorewood Road sewer project noting how well managed it was and how well traffic flowed. Hoversten thanked Bolton & Menk for the day to day management of the City construction projects.

- B. Reports:       Liquor Store – June 2020 YTD  
                      Mound Fire Relief Assoc. Pension Actuarial Report 2019
- C. Minutes:
- D. Correspondence:

**10. Adjourn**

MOTION by Velsor, seconded by Pugh, to adjourn at 8:10 p.m. All voted in favor. Motion carried.

---

Mayor Raymond J. Salazar

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Attest: Catherine Pausche, Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

July 21, 2020

Mr. Eric Hoversten, City Manager  
City of Mound  
2415 Wilshire Boulevard  
Mound, MN 55364

RE: 2020 Crack Sealing Project – Pay Request No. 1 & Final  
City Project No. PW-20-06  
BMI No. C17.120837

Dear Mr. Hoversten:

Please find enclosed Pay Request No. 1 & Final from MP Asphalt Maintenance, Inc. for work completed on the 2020 Crack Sealing Project from June 1, 2020 through July 7, 2020.

At this time the project is complete, and we have prepared a pay request for the project that includes the release of the 5% retainage.

We have reviewed the contractor's request, verified quantities and recommend payment in the amount of \$21,452.00 to MP Asphalt Maintenance, Inc.

Sincerely,

Bolton & Menk, Inc.

**Brian D. Simmons, P.E.**  
City Engineer

**REQUEST FOR PAYMENT**

**DATE:** 7/28/2020

**REQUEST NO.:** 1 & Final

**PROJECT:** 2020 CRACK REPAIR PROJECT

**CONTRACTOR:** MP ASPHALT MAINTENANCE, INC

FILEPATH: H:\MOUNC17120837\7\_Construction\E\_Pay Applications\120837 Crack Repair Pay App.xls\PR1

ITEM NO.	BID ITEM	ORIGINAL BID			COMPLETED			
		UNIT	BID QUANTITY	UNIT PRICE	THIS MONTH		TO DATE	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	MOBILIZATION	LS	1	\$1.00	1.00	\$1.00	1.00	\$1.00
2	TRAFFIC CONTROL	LS	1	\$1.00	1.00	\$1.00	1.00	\$1.00
3	CRACK REPAIR	LBS	14,300	\$1.50	14,300.0	\$21,450.00	14,300.00	\$21,450.00
						<b>\$21,452.00</b>		<b>\$21,452.00</b>

DATE: 7/28/2020  
 CONTRACTOR'S PAY REQUEST NO. 1 & Final  
 2020 CRACK REPAIR PROJECT  
 CITY PROJECT NOS. PW-20-06  
 BMI PROJECT NO. C17.120837  
 FOR WORK COMPLETED FROM 6/1/2020 THROUGH 7/7/2020

CONTRACTOR MP ASPHALT MAINTENANCE, INC  
 OWNER City of Mound  
 ENGINEER Bolton & Menk

TOTAL AMOUNT BID.....	\$	21,452.00
APPROVED CHANGE ORDERS.....	\$	-
CURRENT CONTRACT AMOUNT.....	\$	21,452.00
TOTAL, COMPLETED WORK TO DATE.....	\$	21,452.00
TOTAL, STORED MATERIALS TO DATE.....	\$	-
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....	\$	-
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	21,452.00
RETAINED PERCENTAGE ( 0% ) .....	\$	-
TOTAL AMOUNT OF OTHER DEDUCTIONS.....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	21,452.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES .....	\$	-
PAY CONTRACTOR AS ESTIMATE NO. 1.....	\$	21,452.00

Certificate for Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: MP ASPHALT MAINTENANCE, INC.  
 3315 AETNA AVENUE NE  
 BUFFALO, MN 55313

By  *matt leaf*  CEO  
 Name Matt Leaf Title  
 Date 07/21/2020

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:  
 BOLTON & MENK, INC., ENGINEERS, 2638 SHADOW LN, SUITE 200, CHASKA MN 55318

By  *B D Simmons* , PROJECT ENGINEER  
 Brian D. Simmons  
 Date 07/21/2020

APPROVED FOR PAYMENT:  
 Owner: CITY OF MOUND

By \_\_\_\_\_  
 Name Title Date

## **Memorandum**

**To:** Honorable Mayor and Council  
**From:** Sarah Smith, Comm. Dev. Director  
**Date:** July 23, 2020  
**Re:** Recommendation from Planning Commission - 2020 Planning Commission Work Plan and Staff Project List

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### **Summary**

The Planning Commission 2020 work plan and staff project list was previously included on the April 7<sup>th</sup> meeting agenda for discussion following the February 18<sup>th</sup> concurrent special meeting of the Planning Commission and City Council. Members may recall that the 2020 work plan and project list was discussed at the February 18<sup>th</sup> concurrent special meeting/workshop of the Planning Commission and City Council. As part of its review of the list at its April 7<sup>th</sup> meeting, the Planning Commission expressed interest in the Mound Harbor open public space evaluation and tabled its recommendation to an upcoming meeting so the item could be added to its work plan. The project was recently included on the July 7<sup>th</sup> regular meeting agenda but was tabled by the Planning Commission to the July 21<sup>st</sup> special meeting.

#### **2020 Planning Commission Work Plan**

1. Implementation activities related to adoption of 2040 Comprehensive Plan (*i.e., rezoning, amendments to City Code including, but not limited to, zoning, subdivision, etc.*)
2. Long-term home rental study
3. Mound Harbor open/public space discussion

#### **2020 Staff Project List**

1. Continuation of electronic building permitting conversion with MnSpect
2. Final plat for Mound Harbor to replat parcels in downtown
3. Review of City Code Chapter 113 related to building code to update of property maintenance regulations with MnSpect
4. Pawn shop/massage license studies
5. Other projects from Planning Commission members

### **Planning Commission Review and Recommendation**

The 2020 work plan and staff project list was discussed by the Planning Commission at its special meeting held on July 21, 2020. The Planning Commission unanimously voted to recommend Council approval. The draft minute excerpts from the July 21<sup>st</sup> meeting have been included as an attachment.

**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**From:** Sarah Smith, Community Development Director  
**Date:** July 22, 2020  
**Re:** July 28, 2020 City Council Consent Agenda Item – Approval of Public Gathering Permit for MN B.A.S.S. Nation Fishing Contest on Sunday, August 30, 2030

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**Summary.** A Public Gathering Permit application was submitted by Bill Neumann, on behalf of Minnesota B.A.S.S. Nation, for use of Surfside Park and Beach, as a weigh station, on Sunday, August 30, 2020 from 6:30 a.m. to 5:00 p.m. (excluding set-up and tear down activities) for a fishing contest being held on Lake Minnetonka.

**Details.**

- This group has organized, sponsored and held fishing contests for several years that included use of Surfside Park and Beach as a weigh-in station for several events. Most recently, the City approved permitting for the 41<sup>st</sup> Annual Lake Minnetonka Classic which was scheduled for May 30, 2020 but was cancelled due to the COVID 19 pandemic.
- Similar to the City’s approval of the permit for the fishing contest that was to be held in May, Staff recommends that a space in the parking lot, to be determined by the City, be made available to accommodate the trailer for the special event in the event the lawn area in the vicinity of the portable restroom is not available for the trailer. Applicant is requested to work with Public Works Superintendent Ray Hanson regarding the final staging plan for the event.
- Expected attendance/participants for the event is approximately 100 persons.
- Staff has notified Orono Police Chief Farniok, Public Works Superintendent Hanson and Fire Chief Pederson about the upcoming event. Additionally, the Lake Minnetonka Conservation District, the Hennepin County Transportation Department, and the Hennepin County Sheriff’s Water Patrol were also notified about the fishing tournament.

**Recommendation.** Staff recommends approval of the requested permit, subject to the following conditions:

1. Applicant shall be responsible for procurement of all required local and public agency permits that are needed to hold the event. Applicant shall provide copies of all said permits to the City prior to the issuance and release of the Public Gathering Permit

2. Applicant shall work with the Orono Police Department, the Fire Department, and the Public Works Department regarding any logistics for the upcoming event including, but not limited to, equipment and personnel needs, site set-up and staging, traffic/pedestrian control and circulation, etc. Applicant is responsible for payment of fees for public safety or public services that may apply.
3. If needed, permission is granted to allow the parking of one trailer in the parking lot with specific location to be determined in cooperation with the Public Works Department. The applicant shall be responsible for contacting the Public Works Department the week before the event to discuss final staging.
4. Amplified music, speakers and PA/sound systems are to be directed in the direction best suited to minimize impact upon neighbors.
5. Placement of any and/or all temporary signs shall be subject to regulations contained in City Code Chapter 119 and may include issuance of a permit and payment of the required fee. Applicant shall work with the Community Development Department to determine if a temporary sign permit is required.
6. No signage can be placed upon private property unless permission from the private property owner and/or other interested party has been provided to the applicant who shall be responsible for obtaining same.
7. Signage placement is subject to review and approval by the City of Mound. No signage shall be placed in a location so as to affect vehicular and pedestrian traffic. The City of Mound reserves the right to modify sign placement in the field.
8. Signage placed outside of the City's approval of the temporary permit shall be subject to removal by the City.
9. The submittal of a Certificate of Insurance, naming the City of Mound as an additional insured, is required and shall be provided prior to the release and issuance of the Public Gathering Permit. Required insurance and coverage shall be in accordance with the City's established policies. Applicant to work with Finance Director Catherine Pausche regarding the form and required amounts for the Certificate of Insurance.
10. Applicant is advised that no special parking approvals in the park / launch area or on local streets are granted as part of the Council's approval of the Public Gathering Permit, with the exception of the trailer as described in Condition No. 3.
11. Applicant is advised that there are vehicle and trailer parking regulations on Bartlett Boulevard / County Road 125.
12. If different from the application, contact information, including name and cell phone number, for the person(s) who will be on site the day of the event shall be provided prior to the release of the Public Gathering Permit.

13. Payment of the Category I application fee and damage deposit.
14. Applicant is required to comply with the CDC guidelines for the COVID 19 pandemic and the Governor's Executive Order in effect at the time.
15. Applicant shall comply with the requirements of City of Mound Resolution No. 20-47 approved on May 12, 2020 to include the required submittal of a COVID Preparedness Plan.
16. Applicant shall contact the Field Officer regarding the plans for severe weather or emergencies a minimum of 1 week before the event, if possible.

**CITY OF MOUND  
RESOLUTION NO. 20- \_\_**

**RESOLUTION APPROVING PUBLIC GATHERING PERMIT FOR MN B.A.S.S. NATION  
FOR USE OF SURFSIDE PARK AND BEACH AS WEIGH-IN STATION FOR FISHING  
CONTEST ON LAKE MINNETONKA ON SUNDAY, AUGUST 30, 2020**

**WHEREAS**, on December 10, 2019, the City Council of the City of Mound adopted Resolution No. 19-91 to establish its fee schedule for 2020 (“Fee Schedule”)

**WHEREAS**, the Fee Schedule set a Public Gathering Permit for a Category I Location Fee at \$300 per day and the Damage Deposit at \$500 per day; and

**WHEREAS**, on July 13, 2020, Bill Neumann, on behalf of the Minnesota B.A.S.S. Nation, submitted a Public Gathering Permit application requesting use of Surfside Park and Beach as a weigh station for fishing contest being held on Sunday, August 30, 2020 from 6:30 a.m. to 5:00 p.m. (excluding set-up and tear down activities); and

**WHEREAS**, City Staff has reviewed said application and has recommended reasonable conditions to protect the public’s investment in its public parks and common areas as set forth in a staff memo to the City Council dated July 22, 2020 (“Conditions”).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mound as follows:

1. The recitals set forth above are incorporated into this Resolution.
2. The Public Gathering Permit is approved with Conditions.

Adopted by the City Council this 28th day of July, 2020.

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Mayor Raymond J. Salazar

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Attest: Catherine Pausche, Clerk

CITY OF MOUND  
2415 WILSHIRE BLVD.  
MOUND, MINNESOTA 55364

JUL 13 2020

PUBLIC GATHERING PERMIT

Use of a public park, streets or rights of way by any group consisting of 15 or more individuals.

Use is not to interfere with traffic and general use of the public lands or to be beyond the ability of the police in maintaining order.

NO LIQUOR OR BEER MAY BE USED IN ANY OF THE CITY PARKS OR BUILDINGS.

Group is to remove all litter and trash and provide a deposit to insure cleaning up of the public lands.

Category I Locations (Surfside Park, Greenway, Centerview and Parking Deck)

PERMIT FEE: \$300/DAY ✓ DAMAGE DEPOSIT: \$500/DAY\* ✓

Category II Locations: Other parks (neighborhoods, veterans parks)

PERMIT FEE: \$50/DAY \_\_\_\_\_ DAMAGE DEPOSIT: \$200/DAY\* \_\_\_\_\_

A certificate of insurance naming the City of Mound as Certificate Holder/Additional Insured is required with respect to the City's ownership of the public lands.

Date(s) of Use 8-30-2020

Area to be Used Surfside Park

Time Frame 6:30 am - 5:00 pm

Intended Use Fishing Tournament

Expected Attendance \_\_\_\_\_

Organization Mr. B.A.S.S. Nation

Representative's Name Bill Neumann

Address 205 Emerson Ave Box 48 Raymond, Mn. 56282

Telephone No. Daytime: 320-979-7490 Work: \_\_\_\_\_

E-Mail: bneumann@mbassnation.org

Departmental Approval

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Police Dept.

\_\_\_\_\_  
Public Works Dept.

\_\_\_\_\_  
Fire Dept.



## EXECUTIVE SUMMARY

**TO:** Planning Commission  
**FROM:** Sarah Smith, Community Development Director  
Rita Trapp, Consulting Planners  
**DATE:** July 23, 2020  
**SUBJECT:** Minor Subdivision  
**APPLICANT:** Joshua Peterson  
**LOCATION:** 5190 Lynwood Boulevard  
**MEETING DATE:** July 28, 2020  
**COMPREHENSIVE PLAN:** Low Density Residential  
**ZONING:** R-2 Two-family residential

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### Summary

The Planning Commission, at its July 21, 2020 special meeting, reviewed the request from the applicant Joshua Peterson for a minor subdivision to allow subdivision of the existing shoreland lot into two lots. The property, which is owned by Kathy Kroening and Gregory Grey, is located at the northeast corner of Lynwood Blvd and Apple Lane on the south side of Harrison Bay. The property is 27,128 square feet and has an existing home that was built in 1900, as well as a detached garage, shed, and gazebo with hot tub. The survey submitted notes that the existing shed, gazebo, and hot tub will be removed. The applicant is proposing to split the lot into two, one which would have 10,221 square feet and one which would have 17,160 square feet. Please note that a variance application was submitted for the front yard setback of the current home on Parcel 1. However, the variance application was withdrawn as it was determined that it was not needed for the minor subdivision as it is an existing condition and not created by the proposed subdivision. Details regarding the proposed subdivision are included in the Planning Report and supporting information for the application that have been included as attachments to the Executive Summary.

### Planning Commission Review and Recommendation

The Planning Commission reviewed this case at their July 21, 2020 special meeting. Draft minutes from the meeting have been prepared for your review. A representative of the

applicant was present at the meeting. Ms. Kristi Mills, a neighboring property owner, was present at the meeting and indicated she has no concerns about the proposed subdivision and requested clarification that the driveway would be located on the improved portion of Apple Lane. Staff's understanding is that the driveway is located on the improved portion of Apple Lane. Ms. Mills also inquired about site activities in the green portion of Apple Lane and restoration after construction. Smith advised that this would be condition of the future building permit for new home construction and that improvements proposed on City property and ROW are reviewed and processed by a Public Lands Permit. No concerns were raised by those in attendance at the meeting. The Planning Commission unanimously recommended approval of the minor subdivision with the conditions and findings as proposed by Staff.

### **Recommendation**

Given Staff and the Planning Commission recommendation for approval, the attached resolution has been prepared for consideration and action by the City Council.

### **Additional Information**

Abutting property owners of the subject site, per Hennepin County tax records, were mailed a letter on July 22, 2020 to inform them of the City Council's consideration of the minor subdivision application at its July 28<sup>th</sup> meeting and that the request was being included on the Consent Agenda.

**RESOLUTION NO. 20-\_\_\_\_\_**  
**RESOLUTION APPROVING MINOR SUBDIVISION**  
**OF 5190 LYNWOOD BOULEVARD**

**WHEREAS**, the applicant, Joshua Peterson, has applied for a minor subdivision to allow subdivision of the existing shoreland lot into two lots. The property, which is owned by Kathy Kroening and Gregory Grey, is located at the northeast corner of Lynwood Blvd and Apple Lane on the south side of Harrison Bay. The owners have consented to the application; and

**WHEREAS**, the subject property is located in the R-2 (Single and Two Family Residential) zoning district and subject to the regulations contained in the City Code Chapter 129 (Zoning); and

**WHEREAS**, the property is 27,128 square feet and has an existing home that was built in 1900, as well as a detached garage, shed, and gazebo with hot tub. The survey submitted notes that the existing shed, gazebo, and hot tub will be removed. The applicant is proposing to split the lot into two, one which would have 10,221 square feet and one which would have 17,160 square feet; and

**WHEREAS**, whenever a subdivision of land is proposed, the subdividing owner, or authorized agent, shall apply and secure approval from the City of Mound in accordance with the procedures set forth in City Code Chapter 121 (Subdivision Regulations); and

**WHEREAS**, the proposed lot arrangement qualifies as a minor subdivision as described in Sec. 121-35 (1) of the City Code as it contains three or fewer residential lots and does not involve the construction of public facilities or public improvements; and

**WHEREAS**, lots approved as part of a minor subdivision, including those with existing structures, are no longer eligible for “lot of record” status and are required to meet the same standards as new lots; and

**WHEREAS**, the following table shows the minimum requirements for the R-2 District and for proposed Parcel 1 and Parcel 2 for principal structures:

Standards	Parcel 1 (south) – Non-Lakeshore		Parcel 2 (north) – Lakeshore	
	Requirements	Proposed	Requirements	Proposed
<b>Lot Area</b>	6,000 sq. ft.	10,221 sq. ft.	10,000 sq. ft.	17,160 sq. ft.
<b>Lot Width</b>	40 feet	85.2 feet	50 feet	336.5 feet
<b>Lot Frontage</b>	40 feet	85.2 feet	40 feet at building setback	40 feet
<b>Lot Depth</b>	80 feet	99.4 feet	80 feet	85 feet
<b>Front Yard Setback</b>	South - Lynwood 20 feet	17.4 feet (existing)	West - Apple 20 feet	20 feet

Standards	Parcel 1 (south) – Non-Lakeshore		Parcel 2 (north) – Lakeshore	
Side Yard Setback	West (corner) 20 feet	20 feet	South 10 feet	10 feet
Side Yard Setback	East 10 feet	19+/- feet	10 feet	See Lakeshore Setback
Rear Yard Setback	15 feet	60+ feet	15 feet	15 feet
Lakeshore Setback	50 feet	NA	50 feet	50 feet
Imperviousness	30%	29.9%	30%	21.6%

; and

**WHEREAS**, the existing home, which was built in 1900 and will be located on Parcel 1, does not meet the front yard setback to Lynwood Boulevard. This non-conformity is an existing condition that is not created or affected by the proposed minor subdivision; and

**WHEREAS**, proposed Parcel 1 and Parcel 2, as shown on the survey prepared and submitted with the minor subdivision application, meet the requirements for a non-lot of record, non-lakeshore lot (Parcel 1) and a non-lot of record, lakeshore lot in the R-2 zoning district; and

**WHEREAS**, proposed Parcel 1 has an existing detached garage that will remain on the site and is a conforming side yard location. The proposed lot line is shown to be more than 15 feet from the rear of the garage and meets the minimum required rear setback of 4 feet; and

**WHEREAS**, details regarding the request for the proposed project are contained in the Planning Report for 5190 Lynwood Boulevard prepared for the July 21, 2020 special Planning Commission meeting and the submitted application and supporting materials from the applicant; and

**WHEREAS**, Staff reviewed the minor subdivision application and recommended approval with conditions; and

**WHEREAS**, the Planning Commission reviewed the minor subdivision request at its July 21, 2020 special meeting and recommended approval of the minor subdivision as recommended by Staff; and

**WHEREAS**, the City Council reviewed the minor subdivision request at its July 28, 2020 meeting and determined that approval would allow the property to be used in a reasonable manner; and

**WHEREAS**, the City Council's decision was made within the required 120-day timeline for subdivision decisions contained in Minnesota statutes; and

**WHEREAS**, in granting approval of the minor subdivision request, the City Council hereby makes the following findings of fact:

1. The subject lots have frontage on improved public streets and municipal utilities are available.
2. The proposed lot arrangement can accommodate the construction of new single-family homes with conforming setbacks and hardcover.
3. The minor subdivision will not alter the essential character of the neighborhood or have an adverse impact on adjoining property.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mound does hereby incorporate and restate the recitals set forth above and approves the minor subdivision of the property at 5190 Lynwood Boulevard, as described on the attached Exhibit A, with the following conditions:

1. Drainage shall not be directed to neighboring properties.
2. The applicant shall submit utility plans for Parcel 2 that meet the requirements of the City Manager/Public Works Director.
3. Any curb, gutter and streets which are disturbed because of construction, including, but not limited to, installation of the water service, sewer service and small utilities, shall be the responsibility of the permit holder.
4. As part of the City's approval of the minor subdivision, the dedication of public drainage and utility easements, to be determined by the Public Works Director, or designee, will be required and shall be submitted in a form to allow for recording at Hennepin County, and shall be subject to review and acceptance by the City, prior to recording. The standard drainage and utility easement is five feet wide on side and rear lot lines and ten feet in width along the front lot line but shall be as determined by the City Engineer or Public Works Director. Easement(s) shall be provided in an appropriate form so as to allow for recording at Hennepin County and shall be subject to review and approval by the City prior to recording and require signatures from property owners and lienholders of record.
5. Applicant shall be responsible for procurement of any and/or all public agency permits including the submittal of all required information prior to building permit issuance.
6. Applicant shall be responsible for payment of all costs associated with the subdivision request.
7. No future approval of any development plans and/or building permits is included as part of this action in the event the waiver application is approved.
8. The applicant shall be responsible for recording the resolution with Hennepin County. The applicant is advised that the resolution will not be released for recording until all conditions have been met and all fees for the applications have been paid and the escrow account is in good standing.

9. No building permits will be issued until evidence of recording of the resolution at Hennepin County is provided.
10. All new construction shall take place at or above the Regulatory Flood Protection Elevation or 3 feet above a wetland. The RFPE for Lake Minnetonka is 933.0.
11. Sewer and water area trunk charges in the amount of \$2,000.00 each for one lot shall be paid prior to the release of the resolution unless an alternate schedule is approved. Total: \$4,000.00.
12. Sewer connection and water connection fees for one lot shall be paid with the future building permit. The amount due shall be the current rate in place at the time of building permit issuance. The 2020 sewer connection and water connection fees are \$240.00 each. Total: \$480.00.
13. The MCES Sewer Availability Charge shall be paid with the future building permit. The amount due shall be the current rate in place at the time of building permit issuance. The 2020 MCES Sewer Availability Charge is \$2,485.00.
14. Evidence from the MCWD in the form of a permit or waiver for current rules must be provided before release of any future building permit.
15. Applicant to provide existing and proposed legal descriptions for the property in electronic form to the City of Mound; also for the proposed drainage and easements to be prepared.

Adopted by the City Council of the City of Mound this 28<sup>th</sup> day of July, 2020.

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Raymond R. Salazar, Mayor

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Attest: Catherine Pausche, Clerk

Exhibit A

(to be inserted)

**MINUTE EXCERPTS - DRAFT**  
**MOUND ADVISORY PLANNING COMMISSION**  
**JULY 21, 2020**

Chair Pelka called the meeting to order at 7:00 pm.

**ROLL CALL**

Members present: Chair Pelka; Commissioners Jon Ciatti, Kevin Castellano, Jake Savstrom, Jason Baker, Drew Heal (arrived at 7:30pm), Sue Pilling, Sherri Pugh, and David Goode. Staff present: Community Development Director Sarah Smith, Administrative Assistant Jen Holmquist and Consultant Planner Rita Trapp

**BOARD OF APPEALS**

Planning Case No. 20-10 / 20-11  
2-Lot Minor Subdivision and Variance  
5190 Lynwood Blvd.  
Applicant: Joshua Peterson

Trapp presented the Planning Report and provided an overview of the 2-lot minor subdivision and variance request. Applicant's representative was present and available to answer questions. The site is located at the corner of Lynwood Boulevard and Apple Lane. The existing home was built in 1900 and is non-conforming because it is too close to Lynwood Blvd. A variance was initially requested but withdrawn because it was determined the non-conformity is an existing condition and is not caused by the minor subdivision. The comprehensive plan guides this area as low density residential. The addition of one lot in this area still maintains the land use density of 1-6 units per acre. The lot would no longer be considered a lot of record due to the minor subdivision. Parcel 1 will be along Lynwood Blvd, while Parcel 2 will be to the north and will be the lakeshore lot. The shed the gazebo and the hot tub will be removed. There is an existing detached garage that will remain and the new lot line will not create any new non-conformity. Municipal services will need to be extended for parcel 2. MCWD noted erosion control permit may be required for and anything within the 100-year flood elevation and anything on the shoreline may require a permit as well. Water and sewer connection fees and park dedication fees will apply for one lot and will be paid by applicant.

Staff's recommendation is that the minor subdivision be approved. The conditions and findings of fact are that the subject lots are fronted on a public street, municipal utilities are available, the proposed lot arrangement can accommodate the construction of a new single family home and the minor subdivision will not change the essential nature of the neighborhood or have any effect on surrounding properties.

Trapp and Smith fielded questions from the commission and neighbor Kristy Mills, 2151 Apple Lane, regarding the platted road which is partially improved, the plan for construction of the new home on lot 2 and leaving the non-conforming existing home on lot 1, utilities and snow storage.

**MOTION** by Goode that the Planning Commission recommend City Council approval of the minor subdivision, as recommended by Staff to include conditions and findings of facts; seconded by Ciatti.

**MOTION** carried unanimously.



## PLANNING REPORT

**TO:** Planning Commission  
**FROM:** Rita Trapp, Consulting Planners  
Sarah Smith, Community Development Director  
**DATE:** July 15, 2020  
**SUBJECT:** Minor Subdivision and Variance  
**APPLICANT:** Joshua Peterson  
**LOCATION:** 5190 Lynwood Boulevard  
**MEETING DATE:** July 21, 2020  
**COMPREHENSIVE PLAN:** Low Density Residential  
**ZONING:** R-2 Two-family residential

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The applicant, Joshua Peterson, has applied for a minor subdivision and variance to allow subdivision of the existing shoreland lot into two lots. The property, which is owned by Kathy Kroening and Gregory Grey, is located at the northeast corner of Lynwood Blvd and Apple Lane on the south side of Harrison Bay. The property is 27,128 square feet and has an existing home that was built in 1900, as well as a detached garage, shed, and gazebo with hot tub. The survey submitted notes that the existing shed, gazebo, and hot tub will be removed. The applicant is proposing to split the lot into two, one which would have 10,221 square feet and one which would have 17,160 square feet. In addition to the minor subdivision, a variance is being requested for the front yard setback of the existing home on Parcel 1 as the existing condition does not meet code requirements. This is an existing condition and is not being created by the proposed minor subdivision.

## REVIEW PROCEDURE

The applications under review include the following land use and subdivision requests:

- Minor Subdivision
- Variance

**Subdivision**

Whenever a subdivision of land is proposed, the subdividing owner, or authorized agent, shall apply and secure approval from the City of Mound in accordance with the procedures set forth in City Code Chapter 121. The proposed lot arrangement qualifies as a minor subdivision as described in Sec. 121-35 (1) of the City Code as it contains three or fewer residential lots and does not involve the construction of public facilities or public improvements. Sec. 121-4 allows the property to be subdivided without a plat as the parcel was a separate parcel of record at the time of the effective date of the ordinance.

**Variance**

City Code Section 129-39 (a) states that a variance may be granted to provide relief to a landowner where the application of the City Code imposes practical difficulty for the property owner. In evaluating the variance the City Council must consider whether:

- (1) The variance proposed meets the criteria for Practical Difficulties as defined in City Code Sub. 129-2.
- (2) Granting of the variance requested will not confer on the applicant any special privilege that is denied by this chapter to owners of other lands, structures or buildings in the same district nor be materially detrimental to property within the same zone.
- (3) The variance requested is the minimum variance which would alleviate the practical difficulty.
- (4) A variance shall only be permitted when it is in harmony with the general purposes and intent of the zoning ordinance and when the terms of the variance are consistent with the comprehensive plan.

According to City Code Sec. 129-2, “*Practical Difficulties*” is defined as follows:

Practical Difficulties, as used in conjunction with a variance, means that:

- (i) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- (ii) The plight of the landowner is due to circumstance unique to the property including unusual lot size or shape, topography or other circumstances not created by the landowner; and
- (iii) The variance, if granted, will not alter the essential character of the locality.

Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

### ***Review Timeframes***

#### **120-day Subdivision Review Process**

Pursuant to Minnesota State Statutes Section 462.358, local government agencies are required to approve or deny subdivision requests within 120 days. For the purpose of Minnesota Statutes Section 462,358, “Day 1” is determined to be June 2, 2020 in accordance with MS. 645.15. The 120-day timeline expires on or around September 30, 2020. An extension of the review period can occur if agreed to by the applicant.

#### **60-Day Land Use Application Review Process**

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests, such as variances, within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed. For the purpose of Minnesota Statutes Section 15.99, “Day 1” is determined to be June 9, 2020 as provided by Minnesota Statutes Section 645.15. The 60-day timeline will expire on or around August 8, 2020,

### ***Notification***

Abutting property owners per Hennepin County tax records, were sent written notice on July 15, 2020 to inform them of the minor subdivision and variance requests and that the applications were being included on the July 21, 2020 special Planning Commission meeting agenda for review.

## **DEVELOPMENT SUBMITTAL REVIEW**

### ***Comprehensive Plan***

The City’s 2040 Comprehensive Plan guides this area for Low Density Residential, which allows for single-family detached and attached housing types within the density range of 1 to 6 units per acre. Density is computed area wide as opposed to an individual site. The proposed subdivision would be in keeping with the Low Density Residential designation of the site.

**Zoning**

The following table includes the lot area, width, and setback requirements for the R-2 District as well as what is being proposed through the subdivision. It should be noted that the minor subdivision will result in both parcels having non-lot of record status. In addition, there are conditions existing on Parcel 1 that does not meet code requirements. The requested variance is to recognize the existing setback for the house. This is not a condition that is created by the minor subdivision. In the event it is not needed, the variance application for the existing house setback can be withdrawn.,

Principal Structure

Standards	Parcel 1 (south) – Non-Lakeshore		Parcel 2 (north) – Lakeshore	
	Requirements	Proposed	Requirements	Proposed
<b>Lot Area</b>	6,000 sq. ft.	10,221 sq. ft.	10,000 sq. ft.	17,160 sq. ft.
<b>Lot Width</b>	40 feet	85.2 feet	50 feet	336.5 feet
<b>Lot Frontage</b>	40 feet	85.2 feet	40 feet	40 feet*
<b>Lot Depth</b>	80 feet	99.4 feet	80 feet	85 feet
<b>Front Yard Setback</b>	South - Lynwood 20 feet	<b>17.4 feet (existing)</b>	West - Apple 20 feet	20 feet
<b>Side Yard Setback</b>	West (corner) 20 feet	20 feet	South 10 feet	10 feet
<b>Side Yard Setback</b>	East 10 feet	19+/- feet	10 feet	See Lakeshore Setback
<b>Rear Yard Setback</b>	15 feet	60+ feet	15 feet	15 feet
<b>Lakeshore Setback</b>	50 feet	NA	50 feet	50 feet
<b>Imperviousness</b>	30%	29.9%	30%	21.6%

\*40 feet improved frontage for Parcel 2 confirmed by applicant

Existing Detached Garage

Parcel 1 also has an existing detached garage that will remain on the site and is a conforming side yard location. The proposed lot line is shown to be more than 15 feet from the rear of the garage and meets the minimum required rear setback of 4 feet.

***INFRASTRUCTURE***

**Municipal Water and Sewer**

The applicant will be required to tie into municipal services for proposed Parcel 2. See below comments from the Public Works Department.

**Storm Water**

Stormwater permitting is under the jurisdiction of the Minnehaha Creek Watershed District (MCWD) following regulatory authority turn back to the District by the Mound City Council which took place in 2011.

**Metropolitan Council Environmental Services (MCES) Sewer Area Charge (SAC)**

The 2020 MCES fee for a SAC unit is \$2,485.00. The MCES charge would be collected at the time of building permit issuance.

**City Water/ Sewer Trunk Area Charge**

The 2020 trunk water fee is \$2,000.00 per lot and the 2020 trunk sewer charge is \$2,000.00 per lot. Payment of trunk water and trunk sewer charges for one additional lot will be collected prior to release of the resolution.

**City Water/Sewer Connection Charges.**

The 2020 sewer connection fee is \$240.00 per lot and the 2020 water connection fee is \$240.00 for one additional lot. These fees will be collected at the time of building permit issuance and shall be the amounts in effect at that time.

**STAFF / CONSULTANT / AGENCY / UTILITIES REVIEW**

Copies of the request and supporting materials were forwarded to involved departments, consultants agencies, and private utilities for review and comment. Members are advised that some comments received as part of the routing and review process have been addressed and are therefore not included in this report. See comments provided below:

**Public Works Department - Ray Hanson**

Potential tie into the water main will need to be shown on proposed survey to be provided as part of future building permit process for new home construction. Any service line location will need to stay either in the street or in the easement area between the curb and the property line.

**Minnehaha Creek Watershed District – Erin Manlick**

Thank you for sending these plans to MCWD for review. Any future construction on the proposed second lot will likely require a MCWD erosion control permit. Any shoreline work or work below the 100-year elevation will also require a permit. Please let me know if you have any questions or concerns.

**Centerpoint Energy – Charles Mayer**

CenterPoint Energy has no issues or concerns at this time with minor subdivision and variance – 2 lot minor subdivision of property at 5190 Lynwood Boulevard.

**DISCUSSION / INFORMATION**

1. Per code, all new structures must meet or exceed the Regulatory Flood Protection Elevation, which is 933.00 for Lake Minnetonka or be three feet above the ordinary high water mark, as applicable.
2. The variance requested is related to the existing home being located too close to the front of the lot. The proposed subdivision does not reduce any setbacks for the original lot 1 under what is required by City Code.
3. Drainage and utility easements will be required for both properties.
4. As provided by City Code Sec. 121-121 (f), park dedication or a cash contribution is required. For the minor subdivision, payment of \$1100.00 park dedication fee for the additional lot being created is a recommended condition for the minor subdivision and shall be paid prior to the release of the resolution.
5. Applicant is advised that there are historic original inhabitant earthwork sites in and around the City of Mound. While many of the mounds have been severely impacted by development over the years, the mounds do, however, receive protection under state law; and penalties are imposed for unauthorized disturbance of mounds. The City maintains some general information about possible sites in an inventory of the “Earthwork/Mound/Burial Areas” and in surveys of the burial sites from Hill and Lewis in 1911 but the completeness or accuracy of this information is unknown. Additional information may be obtained through the Minnesota State Archaeologist.

**STAFF RECOMMENDATION.**

Staff recommends Council approval of the minor subdivision subject to the following conditions:

1. Concurrent approval of the variance application.
2. Drainage shall not be directed to neighboring properties.

3. The applicant shall submit utility plans for Parcel 2 that meet the requirements of the City Manager/Public Works Director.
4. Any curb, gutter and streets which are disturbed because of construction, including, but not limited to, installation of the water service, sewer service and small utilities, shall be the responsibility of the permit holder.
5. As part of the City's approval of the minor subdivision, the dedication of public drainage and utility easements, to be determined by the Public Works Director, or designee, will be required and shall be submitted in a form to allow for recording at Hennepin County, and shall be subject to review and acceptance by the City, prior to recording. The standard drainage and utility easement is five feet wide on side and rear lot lines and ten feet in width along the front lot line but shall be as determined by the City Engineer or Public Works Director. Easement(s) shall be provided in an appropriate form so as to allow for recording at Hennepin County and shall be subject to review and approval by the City prior to recording and require signatures from property owners and lienholders of record.
6. Applicant shall be responsible for procurement of any and/or all public agency permits including the submittal of all required information prior to building permit issuance.
7. Applicant shall be responsible for payment of all costs associated with the land use and subdivision request.
8. No future approval of any development plans and/or building permits is included as part of this action in the event the waiver application is approved.
9. The applicant shall be responsible for recording the resolution with Hennepin County. The applicant is advised that the resolution will not be released for recording until all conditions have been met and all fees for the applications have been paid and the escrow account is in good standing.
10. No building permits will be issued until evidence of recording of the resolution at Hennepin County is provided.
11. All new construction shall take place at or above the Regulatory Flood Protection Elevation or 3 feet above a wetland. The RFPE for Lake Minnetonka is 933.0.
12. Sewer and water area trunk charges in the amount of \$2,000.00 each for one lot shall be paid prior to the release of the resolution unless an alternate schedule is approved. Total: \$4,000.00.

13. Sewer connection and water connection fees for one lot shall be paid with the future building permit. The amount due shall be the current rate in place at the time of building permit issuance. The 2020 sewer connection and water connection fees are \$240.00 each.
14. Applicant shall provide the existing and proposed legal descriptions
15. The MCES Sewer Availability Charge shall be paid with the future building permit. The amount due shall be the current rate in place at the time of building permit issuance. The 2020 MCES Sewer Availability Charge is \$2,485.00.
16. The applicant shall provide the existing and proposed legal descriptions in electronic form (MS Word preferred) for inclusion in the official documents.
17. Evidence from the MCWD in the form of a permit or waiver for current rules must be provided before release of any future building permit.
16. Applicant to provide existing and proposed legal descriptions for the property in electronic form to the City of Mound; also for the proposed drainage and easements to be prepared.
17. Additional comments and/or conditions from the City Council, Staff, consultants, and public agencies.

Staff recommends approval of the minor subdivision based on the following findings of fact:

1. The subject lots have frontage on improved public streets and municipal utilities are available.
2. The proposed lot arrangement can accommodate the construction of new single-family homes with conforming setbacks and hardcover.
3. The minor subdivision will not alter the essential character of the neighborhood or have an adverse impact on adjoining property.

Staff recommends Council approval of variance to allow for a minor subdivision that involves a parcel with an existing home that has does not meet minimum front yard setback requirements subject to the following conditions:

1. Concurrent approval of the minor subdivision.
2. Applicant shall be responsible for payment of all costs associated with the land use request.

Staff recommends approval of the variance to allow for a minor subdivision that involves a parcel with an existing home that does not meet minimum front yard setback requirements based on the following findings of fact:

1. The criteria of City Code Section 129-39 (a) are being met.
2. The existing home was constructed in 1900 before current zoning standards were required.
3. The lot created through the minor subdivision otherwise meets area and impervious surface coverage requirements.



# MINOR SUBDIVISION APPLICATION

2415 Wilshire Boulevard, Mound, MN 55364  
Phone 952-472-0600 FAX 952-472-0620

**Application Fee and Escrow Deposit required at time of application.**

PLANNING COMM. DATE <u>TBD</u>	CASE NO. <u>20-10/20-11</u>
CITY COUNCIL DATE:	

Please type or print clearly

<b>EXISTING PROPERTY LEGAL DESCRIPTION</b>	Subject Address <u>5190 Lynwood Blvd</u>
	Lot _____ Block <u>10</u> East <u>85</u> of Block <u>10</u> Subdivision <u>Abraham Lincoln to Lakeside Park</u>
	PID# <u>13 117 24 430 143</u> Zoning: R1 R1A <input checked="" type="radio"/> R3 B1 B2 B3 (Circle one)
<b>APPLICANT</b>	The applicant is: owner _____ other <input checked="" type="checkbox"/> Email <u>Peterson.Josh82@gmail.com</u>
	Name <u>Joshua Peterson</u>
	Address <u>901 W Main St Ste 102 Anoka MN 55303</u>
	Phone Home <u>612-290-6264</u> Work _____ Fax _____
<b>OWNER (if other than applicant)</b>	Name <u>Kathy Kroening and Gregory Grey</u> Email <u>kkroening2@gmail.com</u> <u>gregory_grey2001@msn.com</u>
	Address <u>5190 Lynwood Boulevard, Mound MN 55364</u>
	Phone Home <u>612-735-3713</u> Work _____ Fax _____ <u>612-730-6303</u>
<b>SURVEYOR/ENGINEER</b>	Name <u>Bogert Peterson Jasse</u> Email <u>cdahn@bogert-peterson.com</u>
	Address <u>13074 First Street Becker MN 55308</u>
	Phone Office <u>763 262 8822</u> Cell <u>701 630 0508</u> Fax _____

Has an application ever been made for zoning, variance, conditional use permit, or other zoning procedure for this property?  
( ) yes, (X) no. If yes, list date(s) of application, action taken, resolution number(s) and provide copies of resolutions.

**Application must be signed by all owners of the subject property, or explanation given why this is not the case.**

I certify that all of the statements above and statements contained in any required papers or plans to be submitted herewith are true and accurate. I acknowledge that I have read all of the information provided and that I am responsible for all costs incurred by the City related to the processing of this application. I consent to the entry in or upon the premises described in this application by any authorized official of the City of Mound for the purpose of inspecting, or of posting, maintaining and removing such notices as may be required by law.

Applicant's Signature

Kathy Kroening

Owner's Signature

Authentisign

Gregory Grey

6/1/2020 5:47:21 PM CDT

Date

6/1/2020  
06/01/2020

Date

JUN 08 2020



2415 Wilshire Boulevard, Mound, MN 55364  
Phone 952-472-0600 FAX 952-472-0620

# VARIANCE APPLICATION

**Application Fee and Escrow Deposit required at time of application.**

Planning Commission Date July 2nd

Case No. 20-101

City Council Date Jul 23rd tbl

2011

Please type or print legibly

<b>SUBJECT PROPERTY LEGAL DESC.</b>	Address <u>5190 Lynwood Blvd</u>
	Lot _____ Block _____
	Subdivision <u>Abraham Lincoln to Lakeside Park</u>
	PID # <u>13 117 244 301 43</u> Zoning: R1 R1A <u>(R2)</u> R3 B1 B2 B3 (Circle one)
<b>PROPERTY OWNER</b>	Name <u>Kathy Kroening + Gregory Grey</u> Email <u>gregory-grey2001@msn.com</u>
	Address <u>5190 Lynwood Blvd Mound mn</u>
	Phone Home <u>612 730 6303</u> Work _____ Fax _____
<b>APPLICANT (IF OTHER THAN OWNER)</b>	Name <u>Bojart Pedersen + assoc.</u> Email <u>cdahn@bojart-pedersen.com</u>
	Address <u>13076 first street Becker mn 55308</u>
	Phone Home <u>763 262 8822</u> Work <u>701 630 0508</u> Fax _____

1. Has an application ever been made for zoning, variance, conditional use permit, or other zoning procedure for this property? Yes ( ) No ( ). If yes, list date(s) of application, action taken, resolution number(s) and provide copies of resolutions.

not sure

2. Detailed description of proposed construction or alteration (size, number of stories, type of use, etc.):

creation of an additional lot

3. Do the existing structures comply with all area, height, bulk, and setback regulations for the zoning district in which it is located? Yes ( ) No (X). If no, specify each non-conforming use (describe reason for variance request, i.e. setback, lot area, etc.):

The front setback is an existing condition

<u>SETBACKS:</u>	REQUIRED	REQUESTED (or existing)	VARIANCE
Front Yard: ( N S E W )	<u>20</u> ft.	<u>23</u> ft.	<u>23</u> ft.
Side Yard: ( N S E W )	_____ ft.	_____ ft.	_____ ft.
Side Yard: ( N S E W )	_____ ft.	_____ ft.	_____ ft.
Rear Yard: ( N S E W )	_____ ft.	_____ ft.	_____ ft.
Lakeside: ( N S E W )	_____ ft.	_____ ft.	_____ ft.
_____ : ( N S E W )	_____ ft.	_____ ft.	_____ ft.
Street Frontage:	_____ ft.	_____ ft.	_____ ft.
Lot Size:	_____ sq ft	_____ sq ft	_____ sq ft
Hardcover:	_____ sq ft	_____ sq ft	_____ sq ft

4. Does the present use of the property conform to all regulations for the zoning district in which it is located? Yes ( ), No (X). If no, specify each non-conforming use:

front setback

5. Which unique physical characteristics of the subject property prevent its reasonable use for any of the uses permitted in that zoning district?

- ( ) too narrow
- ( ) too small
- ( ) too shallow
- ( ) topography
- ( ) drainage
- ( ) shape
- ( ) soil
- ( ) existing situation
- ( ) other: specify

Please describe: \_\_\_\_\_

House is less than Required setback of 20' from the Road

Case No. \_\_\_\_\_

6. Was the practical difficulty described above created by the action of anyone having property interests in the land after the zoning ordinance was adopted (1982)? Yes ( ), No (X). **If yes**, explain:

no

7. Was the practical difficulty created by any other human-made change, such as the relocation of a road? Yes ( ), No (X). **If yes**, explain:

existing condition

8. Are the conditions of practical difficulty for which you request a variance peculiar only to the property described in this petition? Yes (X), No ( ). **If no**, list some other properties which are similarly affected?

\_\_\_\_\_

9. Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that all of the above statements and the statements contained in any required papers or plans to be submitted herewith are true and accurate. I acknowledge that I have read all of the variance information provided. I consent to the entry in or upon the premises described in this application by any authorized official of the City of Mound for the purpose of inspecting, or of posting, maintaining and removing such notices as may be required by law.

Owner's Signature \_\_\_\_\_

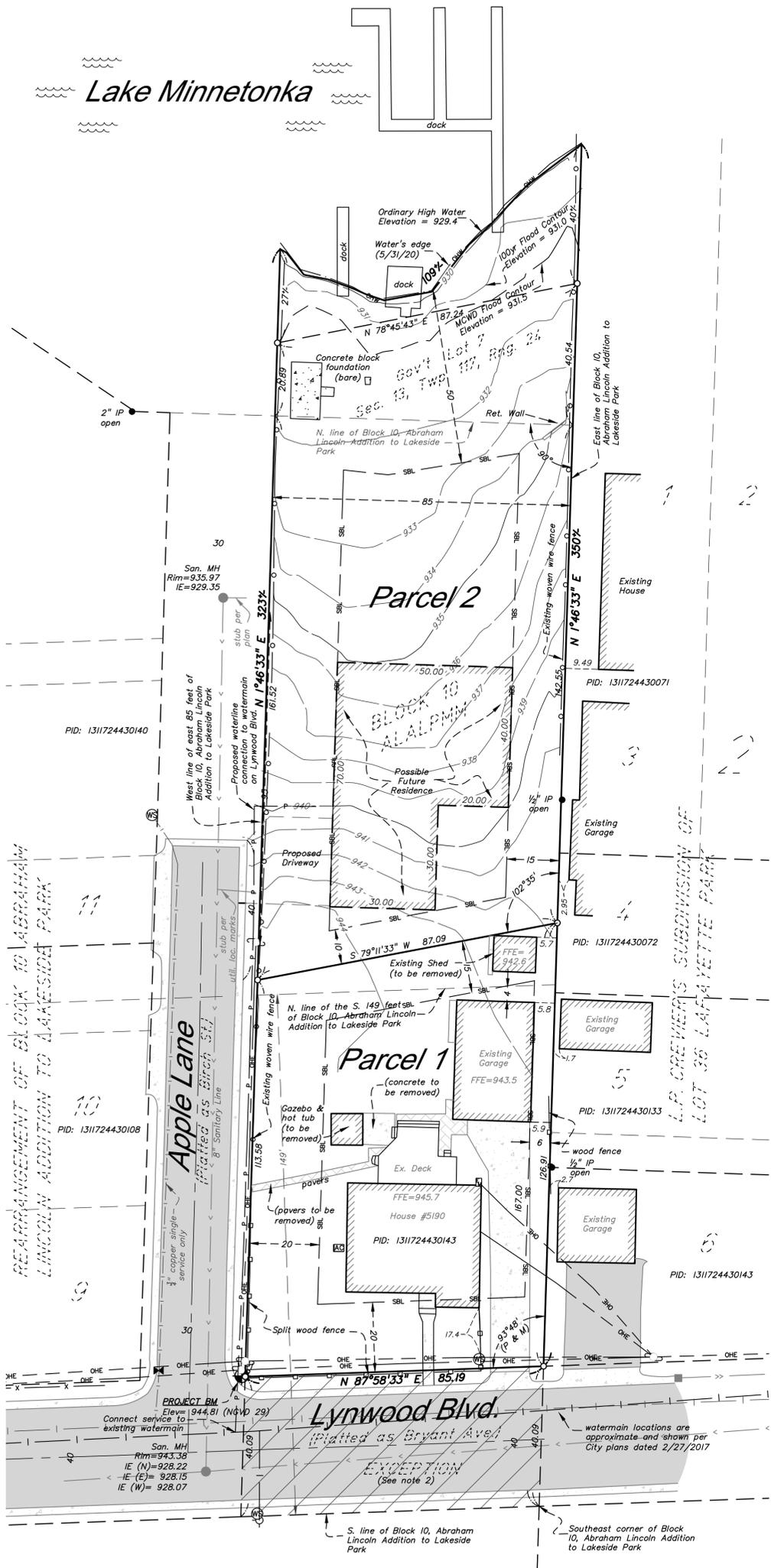
Date \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date 6/5/2020

# Certificate of Survey

for  
**Gregory Grey & Kathy Kroening**  
Part of Section 13, Township 117, Range 24  
Mound, Hennepin County, Minnesota



**Existing Property Description (Warranty Deed - Doc. No. 5558131):**  
PID: 1311724430143  
That part of the East 85 feet of Block 10 lying North of the South 149 feet thereof, Abraham Lincoln Addition to Lakeside Park, Mound, Minnetonka, and that part of Government Lot 7, Section 13, Township 117 North, Range 24 West of the 5th Principal Meridian, lying between the Northerly extensions of the East and West lines of the above described property.  
The South 149 feet of the East 85 feet of Block 10, Abraham Lincoln Addition to Lakeside Park, Mound, Minnetonka, Hennepin County, Minnesota, except the South 40 feet thereof which is subject to a permanent easement for road and utility purposes to the City of Mound.

**Proposed Description for Parcel 1:**  
That part of the East 85 feet of Block 10, Abraham Lincoln Addition to Lakeside Park, Mound, Minnetonka, according to the recorded plat thereof, Hennepin County, Minnesota described as lying southerly of the following described line: Commencing at the southeast corner of said Block 10; thence northerly 167.00 feet along the east line of said Block 10 to the point of beginning; thence deflecting westerly 102 degrees 35 minutes 00 seconds a distance of 87.09 feet to the west line of said East 85 feet of Block 10 and said line there terminating.  
Except the South 40 feet thereof which is subject to a permanent easement for road and utility purposes to the City of Mound.  
\*See Note 2

**Proposed Description for Parcel 2:**  
That part of the East 85 feet of Block 10, Abraham Lincoln Addition to Lakeside Park, Mound, Minnetonka, according to the recorded plat thereof, Hennepin County, Minnesota described as lying northerly of the following described line: Commencing at the southeast corner of said Block 10; thence northerly 167.00 feet along the east line of said Block 10 to the point of beginning; thence deflecting westerly 102 degrees 35 minutes 00 seconds a distance of 87.09 feet to the west line of said East 85 feet of Block 10 and said line there terminating.  
AND that part of Government Lot 7, Section 13, Township 117 North, Range 24 West of the 5th Principal Meridian, lying between the Northerly extensions of the East and West lines of the above described property.

**Reference Benchmark:**  
Hennepin County Control Point "MOUND",  
Elevation = 937.61 feet (NGVD 29)

**Project Benchmark:**  
Top of a Railroad Spike set in the South face of the power pole in the NW quadrant of Lynwood Blvd. and Apple Ln.  
Elevation = 944.81 feet (NGVD 29)

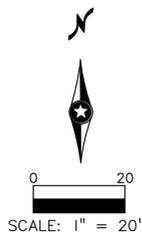
**Building Setbacks:**  
Front Yard: 20 feet  
Side Yard: 10 feet  
Rear Yard: 15 feet  
Lakeshore/OHW: 50 feet

**Zoning:**  
R-2  
Single Family Residential,  
Two Family Residential,  
and Twin Homes

- Proposed Hardcover Surfaces (Parcel 1):**  
Total Lot Area = 10,221% S.F.  
House Area = 1,237% S.F.  
Garage Area = 759% S.F.  
Driveway Area = 863% S.F.  
Pavers Area = 93% S.F.  
Concrete Area = 104% S.F.  
Total Impervious Area = 3,056% S.F. (29.9%)
- Proposed Hardcover Surfaces (Parcel 2):**  
Total Lot Area Above OHW = 17,160% S.F.  
House Area = 2,900% S.F.  
Concrete Foundation = 148% S.F.  
Driveway = 65% S.F.  
Total Impervious Area = 3,699% S.F. (21.6%)

**Surveyor's Notes:**  
1. This survey was done without the benefit of a title report. No search for recorded or unrecorded easements or restrictions was made by the surveyor.  
2. An easement was granted per Doc. No. 4858957 to the City of Mound for the South 40 feet of the East 85 feet of Block 10, Abraham Lincoln Addition to Lakeside Park, Mound, Minnesota. Said 40 feet is listed as an exception in Doc. No. 5558131 for the subject property. Seek legal advice to determine who retains title to said 40 feet.  
3. Setbacks are shown for graphical purposes only. Consult with the City of Mound for actual setbacks.

Bearings are based on the Hennepin County Coordinate System (NAD83 86 Adj.).



- LEGEND:**
- Denotes found iron monument
  - Denotes set iron monument
  - Denotes catch basin
  - ⊙ Denotes water service
  - ⊕ Denotes sanitary manhole
  - ⊗ Denotes water valve
  - ⊞ Denotes power pole
  - ⊠ Denotes electric meter
  - ⊚ Denotes hydrant
  - ⊛ Denotes air conditioning
  - ▨ Denotes bituminous surface
  - ▩ Denotes concrete surface
  - ▧ Denotes concrete pavers
  - ▦ Denotes gravel surface
  - ▯ Denotes wood fence
  - ▮ Denotes chainlink fence
  - OHE — Denotes overhead electric
  - Denotes major contour
  - Denotes minor contour
  - Denotes watermain
  - P — Denotes proposed waterline
  - 3/4" — Denotes 3/4" single service waterline
  - S — Denotes sanitary sewer
  - SS — Denotes storm sewer
  - SA — Denotes existing adjoiners
  - SBL — Denotes building setback line
  - OHW — Denotes ordinary high water (OHW) line

SHEET NO.  
1

Certificate of Survey  
Gregory Grey & Kathy Kroening  
City of Mound  
Hennepin County, MN

**BOGART, PEDERSON & ASSOCIATES, INC.**

LAND SURVEYING  
CIVIL ENGINEERING  
MAPPING

13076 FIRST STREET, BECKER, MN 55308-9322  
TEL: 763-262-8822 FAX: 763-262-8844

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

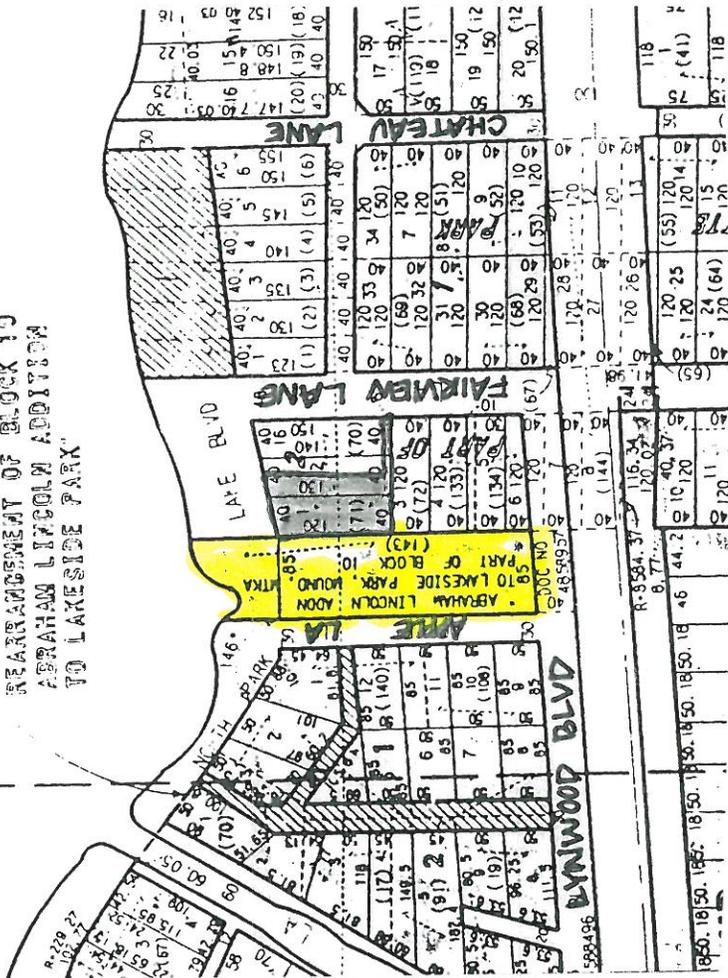
Signed: *Craig A. Wensmann*  
Craig A. Wensmann  
Date: 6/1/2020 Lic. No. 47466

DATE: 5/30/2020  
DESIGN BY:  
DRAWN BY: JLM  
CHECKED BY: CAW  
DWG FILE: COS  
FILE NO.: 20-0182.00

REV NO.	DATE	DESCRIPTION
1	6-5-2020	adjust proposed subdivision line
2	6-29-2020	per 6/22/20 city comments



REARRANGEMENT OF BLOCK 10  
ABRAHAM LINCOLN ADDITION  
TO LAKESIDE PARK.





# Hennepin County Natural Resources Map

Date: 7/16/2020

## Legend



PID: 1311724430143  
Address: 5190 LYNWOOD BLVD,  
MOUND  
Owner Name: K KROENING &  
GREGORY D GREY  
Acres: 0.62

**Comments:**  
5190 Lynwood Blvd

1 inch = 100 feet



This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

July 23, 2020

Honorable Mayor and Members of the City Council  
City of Mound  
2415 Wilshire Boulevard  
Mound, MN 55364

RE: Surfside Park Improvements  
City Project No. PW-20-01  
Approval of Cooperative Agreement with Chapman Place Association

Dear Mayor and Members of the Council:

At the February 26, 2020 City Council Meeting, the council approved a resolution which ordered the preparation of Plans and Specifications for the construction of the Surfside Park Improvements project. The Resolution also authorized the City Attorney to work with the Chapman Place Association to develop a mutually acceptable Cooperative Agreement to provide for a joint Association/City Improvement Project.

The final Construction Cooperative Agreement has now been completed including the cost sharing items, a copy of which is attached. The Cooperative Agreement delineates a cost sharing agreement between the Association and the City in which the Association will pay 16.89% of the project costs. The Association will pay the City \$42,341.70 (16.89% of the post-bid estimate) upon execution of the agreement and the City is to refund any excess remaining to the association within 30 days of project completion should the construction costs total less than the post-bid estimate. The total obligation of the Association shall not exceed \$42,341.70.

Bids were received on May 20<sup>th</sup>, and the apparent low bidder was Northwest Asphalt. The recommendation for award of bid to Northwest Asphalt is up for consideration at the July 28<sup>th</sup>, 2020 Council Meeting. The post-bid estimate used for the initial payment from the Association to the City was prepared using the unit prices submitted by Northwest Asphalt. The association has already agreed to and signed the contract.

It is our recommendation that the Council adopt the attached resolution Approving the Construction Cooperative Agreement between the Chapman Place Association and the City and Authorizing the City Manager to sign the agreement on behalf of the City. Construction under this contract is on track to begin in in September.

Sincerely,  
**Bolton & Menk, Inc.**

**Brian D. Simmons, P.E**  
City Engineer

## **COST-SHARING AGREEMENT**

THIS COST-SHARING AGREEMENT (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the city of Mound, a municipal corporation under the laws of Minnesota (the “City”), and Chapman Place Association, Inc., a Minnesota non-profit corporation (the “Association”). The City and the Association may hereinafter be referred to individually as a “Party” or, together, the “Parties.”

### **RECITALS**

- A. The Association is a condominium association, whose members consist of the unit owners of the Chapman Place Condominiums, which are located at 2760 Commerce Blvd., Mound, Hennepin County, Minnesota (the “Condominium Property”).
- B. The Condominium Property contains certain common elements that are shared and utilized by the unit owners and maintained by the Association.
- C. The City intends to construct certain improvements to Surfside Park, a City park located adjacent to the Condominium Property, and said improvements are depicted on the attached Exhibit A (the “Project”).
- D. The Project includes numerous elements that will directly benefit the Condominium Property and its common elements, which the Association and aforementioned unit owners depend upon for, among other things, access and parking.
- E. The City is willing to construct the Project if the Association will share in the costs, and the Parties acknowledge that absent this Agreement and the Association’s financial contributions toward the Project, the City would choose not to undertake to construct the full scope of the Project, particularly those elements that directly benefit the Condominium Property.
- F. The City has obtained Project bids and has estimated a post-bid total Project cost of \$250,410.50, which is contained on the attached Exhibit B (the “Post-Bid Estimate”). The Post-Bid Estimate includes those elements that directly benefit the Condominium Property, which amount to 16.89% of the total Project.
- G. The Parties wish to specify their respective responsibilities for Project costs as provided herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

1. Cost-Sharing Obligation; Project Construction. Upon execution of this Agreement, the Association hereby agrees to pay the City \$42,341.70, which amounts to 16.89% of the

Post-Bid Estimate and is identified thereon as the percentage attributable to the Project elements that directly benefit the Condominium Property. Upon such payment, the City will endeavor to complete the Project, including the aforementioned elements, in accordance with the approved Project plans on file with the City and subject to any modifications it deems necessary and in its sole discretion.

2. Project Completion; Final Cost Determination. The Project shall be completed by the City on or before \_\_\_\_\_, 20\_\_, subject to unavoidable delays that are otherwise beyond the City's control. Within 30 days of Project completion and final payment by the City to its contractor and an accounting of all Project costs, which include engineering, administration, and observation, if the total Project cost was less than \$250,410.50, then the City shall provide the Association with final Project cost details and a refund of any amount necessary to ensure that the Association's total Project contribution does not exceed the aforementioned 16.89%. For example, if the total Project cost ends up totaling \$240,000.00, the Association's obligation hereunder will be 16.89% of that amount, or \$40,536.00, and so the City will owe the Association a refund of \$1,805.70 (\$42,341.70 – 40,536.00).

Notwithstanding anything contained in this Agreement to the contrary, the total obligation of the Association to reimburse or otherwise pay the City for the Project shall not exceed \$42,341.70. The payment required by this Agreement shall constitute the full and complete financial responsibility of the Association with respect to the Project.

3. Access to Condominium Property; Communications. The Association hereby authorizes the City, its agents, contractors, and employees to access the Condominium Property and any area contained thereon as it deems reasonably necessary in order to construct the Project. At the Association's request, the City shall communicate Project plans and timelines with the Association and keep the Association informed as to the same.
4. Termination. This Agreement shall terminate upon Project completion and, if required pursuant to Section 2, any refund paid by the City to the Association.
5. Governing Law and Amendments. This Agreement shall be governed by the laws of the State of Minnesota and may only be modified or amended with the written consent of both Parties.
6. Binding Agreement. This Agreement constitutes the entire agreement between the Parties regarding this matter and is binding on the Parties until it expires or is terminated as provided herein.
7. Not Construed Against Drafter. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.
8. Incorporation. The recitals contained herein and the exhibits attached hereto are incorporated in and made part of this Agreement.

9. Representations. Each Party executing this Agreement represents to the other that those signing below on its behalf are authorized to enter into this Agreement and to bind its organization to its terms and conditions.
10. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties to this Cost-Sharing Agreement have caused these presents to be executed as of the day and year aforesaid.

**CHAPMAN PLACE ASSOCIATION, INC.**

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

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

**CITY OF MOUND**

By: \_\_\_\_\_  
Ray Salazar, Mayor

By: \_\_\_\_\_  
Eric Hoversten, City Manager

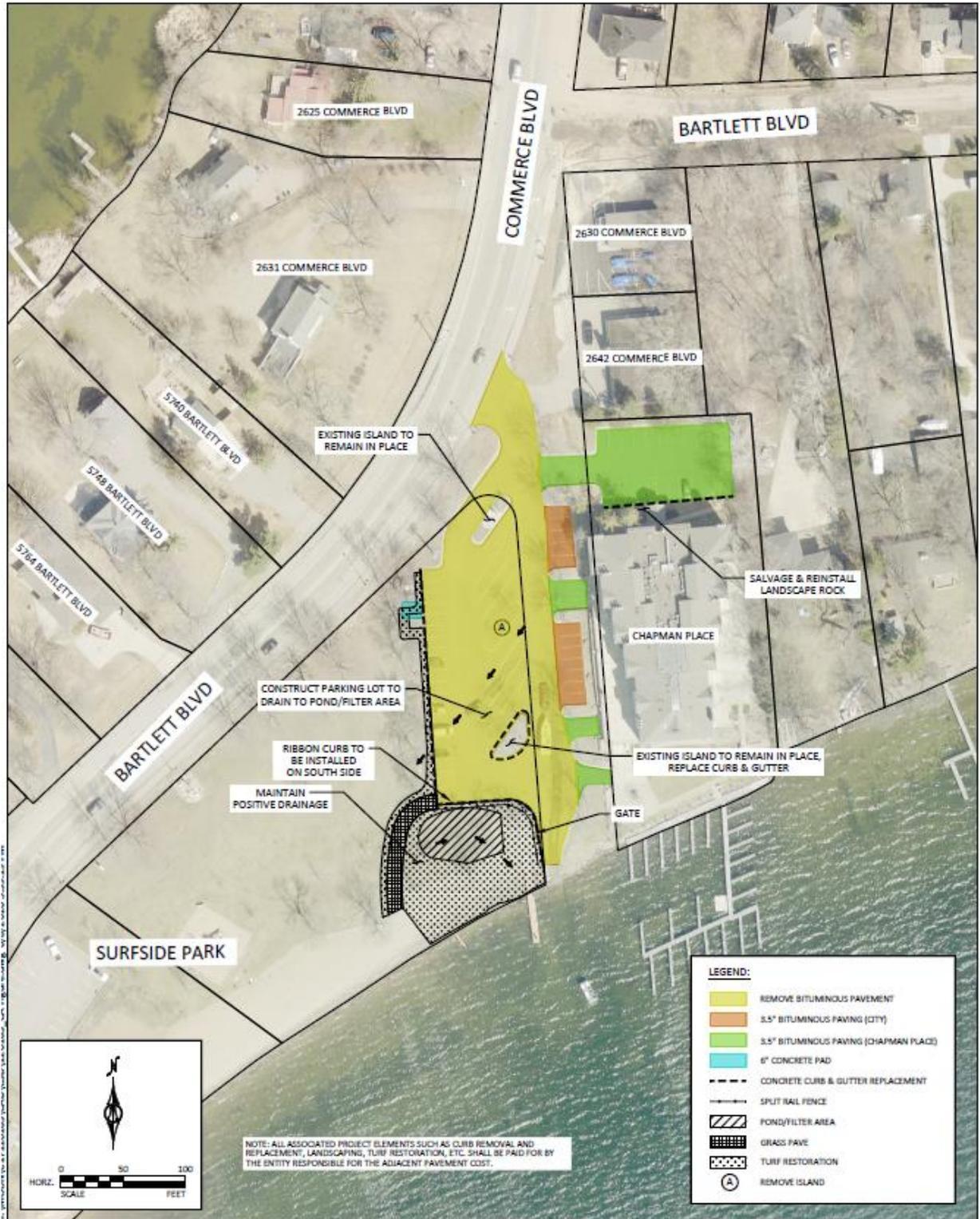
# EXHIBIT A

## SURFSIDE PARK IMPROVEMENTS

MOUND, MINNESOTA

## EXHIBIT B: SITE IMPROVEMENTS

JUNE 2020



## EXHIBIT B

### ENGINEER'S ESTIMATE

SURFSIDE PARK IMPROVEMENTS  
CITY PROJECT NO. PW-20-01  
CITY OF MOUND, MN  
BMI PROJECT NO. C17.120183



Real People. Real Solutions.

Date: 5/21/2020

Item No.	Item	Notes	Unit	Unit Price	Project Total		City of Mound		Chapman Place	
					Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>BASE BID</b>										
1	MOBILIZATION		LS	\$10,000.00	1	\$10,000.00	0.84	\$8,400.00	0.16	\$1,600.00
2	TRAFFIC CONTROL		LS	\$1,000.00	1	\$1,000.00	0.84	\$840.00	0.16	\$160.00
3	CLEARING	(1)	EA	\$300.00	2	\$600.00	2	\$600.00		
4	GRUBBING	(1)	EA	\$300.00	2	\$600.00	2	\$600.00		
5	REMOVE BITUMINOUS PAVEMENT	(1)	SY	\$7.25	4,400	\$31,900.00	3,438	\$24,925.50	962	\$6,974.50
6	REMOVE CONCRETE CURB AND GUTTER	(1)	LF	\$3.50	630	\$2,205.00	520	\$1,820.00	110	\$385.00
7	REMOVE FENCE	(1)	LF	\$10.00	65	\$650.00	65	\$650.00		
8	SALVAGE AND REINSTALL SIGN		EA	\$525.00	4	\$2,100.00	4	\$2,100.00		
9	SALVAGE AND REINSTALL LANDSCAPE ROCK		SF	\$6.00	350	\$2,100.00			350	\$2,100.00
10	COMMON EXCAVATION (P)		CY	\$19.40	790	\$15,326.00	670	\$12,998.00	120	\$2,328.00
11	SUBGRADE EXCAVATION		CY	\$20.00	100	\$2,000.00	80	\$1,600.00	20	\$400.00
12	STABILIZING AGGREGATE (CV)		CY	\$42.00	100	\$4,200.00	80	\$3,360.00	20	\$840.00
13	GEOTEXTILE FABRIC, TYPE V		SY	\$2.00	100	\$200.00	80	\$160.00	20	\$40.00
14	AGGREGATE BASE, CLASS 5		TON	\$0.01	1,400	\$14.00	1,120	\$11.20	280	\$2.80
15	TYPE SP 9.5 WEARING COURSE MIX (2,F) (SPWEA240F)		TON	\$94.70	400	\$37,880.00	320	\$30,304.00	80	\$7,576.00
16	TYPE SP 12.5 NON-WEARING COURSE MIX (2,B) (SPNWB230B)		TON	\$77.90	530	\$41,287.00	424	\$33,029.60	106	\$8,257.40
17	RIBBON CURB		LF	\$29.50	60	\$1,770.00	60	\$1,770.00		
18	CONCRETE CURB AND GUTTER DESIGN B618		LF	\$29.50	475	\$14,012.50	365	\$10,767.50	110	\$3,245.00
19	6" CONCRETE PAVEMENT		SF	\$9.00	144	\$1,296.00	144	\$1,296.00		
20	PAVEMENT MESSAGE (PAINT)		EA	\$25.00	2	\$50.00	2	\$50.00		
21	4" SOLID STRIPE (PAINT)		LF	\$0.40	1,300	\$520.00	830	\$332.00	470	\$188.00
22	ADJUST FRAME & RING CASTING		EA	\$800.00	4	\$3,200.00	4	\$3,200.00		
23	CHIMNEY SEAL		EA	\$200.00	4	\$800.00	4	\$800.00		
24	WOOD RAIL FENCE	(2)	LF	\$42.00	120	\$5,040.00	120	\$5,040.00		
25	COMMON TOPSOIL BORROW		CY	\$32.00	180	\$5,760.00	180	\$5,760.00		
26	RANDOM RIP RAP, CLASS I		CY	\$100.00	20	\$2,000.00	20	\$2,000.00		
27	ROCK TRENCH		LF	\$40.00	30	\$1,200.00	30	\$1,200.00		
28	GRASS PAVE		SF	\$6.00	1,400	\$8,400.00	1,400	\$8,400.00		
29	EROSION CONTROL BLANKEN (CAT. 3N WITH SEED MIX 33-261)		SY	\$2.00	500	\$1,000.00	500	\$1,000.00		
30	EROSION CONTROL BLANKET (CAT. 3N WITH SEED MIX 25-151)		SY	\$2.00	550	\$1,100.00	550	\$1,100.00		
31	SILT FENCE	(3)	LF	\$5.00	200	\$1,000.00	200	\$1,000.00		
32	BIOROLL	(3)	LF	\$7.00	100	\$700.00	100	\$700.00		
33	FLOTATION CURTAIN	(3)	LF	\$20.00	100	\$2,000.00	100	\$2,000.00		
<b>CONSTRUCTION TOTAL:</b>						<b>\$201,910.50</b>		<b>\$167,813.80</b>		<b>\$34,096.70</b>
<b>ENGINEERING, ADMINISTRATION &amp; OBSERVATION:</b>						<b>\$48,500.00</b>		<b>\$40,255.00</b>		<b>\$8,245.00</b>
<b>TOTAL PROJECT COST:</b>						<b>\$250,410.50</b>		<b>\$208,068.80</b>		<b>\$42,341.70</b>

NOTES:

(1)	ANY SIZE, TYPE, THICKNESS			
(2)	GATE CONSTRUCTION IS INCIDENTAL TO FENCE CONSTRUCTION	Percentage of Project (Pro Rata)	100.00%	83.11%
(3)	TO BE INSTALLED AT DIRECTION OF ENGINEER			16.89%

**CITY OF MOUND  
RESOLUTION NO. 20-**

**RESOLUTION APPROVING COST SHARING AGREEMENT FOR SURFSIDE  
PARK IMPROVEMENTS PROJECT IN MOUND, MN**

**WHEREAS**, the City has proposed improvements to Surfside Park in accordance with the first step of the Master Plan for the park; and

**WHEREAS**, City staff has been working with the Chapman Place Association to incorporate their desired parking lot enhancements with the improvements to Surfside Park; and

**WHEREAS**, City Resolution 20-22 ordered the preparation of plans and specifications for the Surfside Park Parking Lot Improvements and further authorized the City Attorney to work with the Chapman Place Association to develop a mutually acceptable Cooperative Agreement for inclusion of the improvements of their parking lot in the City project; and

**WHEREAS**, the Chapman Place Association have worked closely with City staff, City Engineer and City Attorney on a cost-sharing agreement to cover administrative, testing, surveying, inspection and construction costs; and

**WHEREAS**, the City received bids on May 20, 2020, shared the results with the Chapman Place Association and is in the process of issuing a Notice of Award letter to Northwest Asphalt, Inc. on July 28 for the Surfside Park Improvements Project;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Mound, Minnesota, that the Cost-Sharing Agreement for the Surfside Park Improvements in Mound, MN is hereby approved and the Mayor and City Manager are authorized to sign said agreement, a copy of which is attached to this Resolution.

Adopted by the City Council this 28<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Raymond J. Salazar, Mayor

\_\_\_\_\_  
Attest: Catherine Pausche, City Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
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Chaska, MN 55318-1172

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Fax: (952) 448-8805  
Bolton-Menk.com

July 23, 2020

Honorable Mayor and Members of the City Council  
City of Mound  
2415 Wilshire Boulevard  
Mound, MN 55364

RE: Surfside Park Improvements  
City Project No. PW 20-01  
Project No.: C17.120183

Dear Mayor and Members of the Council:

Bids were received on May 20, 2020 for Surfside Park Improvements with the following results:

CONTRACTOR	TOTAL AMOUNT BID
NORTHWEST ASPHALT	\$201,910.50
MEYER CONTRACTING	\$225,579.40
MINNESOTA ROADWAYS	\$250,679.00
MINGER CONSTRUCTION	\$263,962.50
NEW LOOK CONTRACTING	\$276,059.50
SUNRAM CONSTRUCTION	\$285,831.00
BLACKSTONE CONTRACTORS	\$291,997.00

Evaluation of the bids indicates the bidding process was competitive. The low bid was 12% below the engineer's estimate of \$230,083.00, and was 45% below the high bid. Northwest Asphalt is based out of Shakopee and are a responsible and responsive bidder, qualified to successfully complete this type of work.

It is our recommendation that the Council approve the attached resolution awarding the bid for Surfside Park Improvements to Northwest Asphalt for the Contract amount of \$201,910.50.

Sincerely,

**Bolton & Menk, Inc.**

**Brian D. Simmons, P.E.**  
City Engineer

**CITY OF MOUND  
RESOLUTION NO. 20-\_\_**

**RESOLUTION ACCEPTING BID FOR SURFSIDE PARK IMPROVEMENTS  
CITY PROJECT NO. PW-20-01**

**WHEREAS**, pursuant to an advertisement for bids for the 2020 Lift Station Improvements Project, bids were received on May 20, 2020 opened and tabulated according to law, with the following bids received and complying with the advertisement:

CONTRACTOR	TOTAL AMOUNT BID
Northwest Asphalt	\$201,910.50
Meyer Contracting	\$225,579.40
Minnesota Roadways	\$250,679.00
Minger Construction	\$263,962.50
New Look Contracting	\$276,059.50
Sunram Construction	\$285,831.00
Blackstone Contractors	\$291,997.00

**WHEREAS**, it appears that Northwest Asphalt, Inc. is the lowest responsible bidder; and

**WHEREAS**, Northwest Asphalt, Inc. is a responsible and responsive contractor, that has completed projects in the past for the city of similar size and scope successfully; and

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Mound, Minnesota, that the Mayor and City Clerk are hereby authorized and directed to enter into a contract with Northwest Asphalt, Inc. of Shakopee, MN based on the lowest bid amount in the name of the City of Mound for the Surfside Park Improvements Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Adopted by the City Council this 28<sup>th</sup> day of July, 2020

\_\_\_\_\_  
Raymond J. Salazar, Mayor

ATTEST: \_\_\_\_\_  
Catherine Pausche, City Clerk



## MEMORANDUM

Date: July 20, 2020

To: Honorable Mayor and City Council

From: Eric Hoversten, City Manager

Subject: Request to approve a Purchase and Development Agreement with Lifestyle Communities LLC for Conveyance of Mound Harbor, Outlot A for the Purpose of Development

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### **BACKGROUND:**

The Mound City Council approved the release of an RFQ/I for residential development of a portion of the Harbor District at their November 26, 2019 regular council meeting. The RFQ/I was sent to over 50 companies involved in the luxury home market and was intended to seek developer interest in a residential development on 2.35 acres in the Mound Harbor District. The results of a Phase II Environmental Study and general soils evaluation data were made available on January 8 and responses/proposals were due on January 29, 2020.

The RFQ/I methodology has been used by other cities including Eden Prairie and Minnetonka because it allows the market to competitively determine pricing for the land in balance with the overall tax value created by the specific project proposed. Generally, developers require public assistance in the form of Tax Increment Financing (TIF) to fund utility re-alignments, environmental remediation/correction of unsuitable soils, and/or installation of public improvements. The RFQ/I made it clear public financing via TIF would not be considered because of the investment to date to buy blighted properties on the site and the taxpayers funding of the existing debt service from the Phase I dump remediation in Lost Lake. The selection criteria focused on maximizing the price received for the land and the long term taxable market value while preserving circulation and public enjoyment of surrounding area. Because this is an active TIF district, 100% of the tax proceeds will go to the City through 2031 which will cover the remaining debt service and repay a large portion of the interfund loans/debt levies previously waged. Generating incremental tax value in the long term is why Hennepin County and the School District agree to TIF districts.

While staff remained engaged with multiple interested developers throughout the response period of the RFQ/I, the City received only one proposal by the due date. The responding developer was Lifestyle Communities. Feedback received from other interested parties thereafter indicated the desired medium density was financially infeasible without City willingness to financially participate in the soils correction. In line with that feedback; this original proposal received from Lifestyle Communities represented a 55-unit (23.4 units/acre),

cooperative living, luxury residential development in a traditional multi-story, multi-family construction style.

The Development Committee formally reviewed the Lifestyle proposal on February 4. The Committee identified several concerns with the proposed project that they considered disqualifying unless the developer was willing and able to entertain alternatives. These concerns were conveyed to the respondent whom indicated interest in reshaping their proposal to address the expressed concerns.

At its February 11 meeting, the Council voted to bring the discussion back to the full council at a special meeting workshop with the respondent on February 26<sup>th</sup>. On February 26<sup>th</sup>, the respondent presented additional concepts and the Council discussed several of the major characteristics of the proposed project, how to proceed with the review process and any potential refinements, and next steps. Following this discussion, further work with the respondent was remanded back to the Development Committee and Staff.

The Development Committee and Staff met with Lifestyle Communities on March 16 to review comments collected from the Feb 26 Council workshop and to mark up the proposed site plan and project concepts to response to Council feedback. Lifestyle Communities provided a preview rendering of the proposed revisions to the Development Committee and Staff on April 14, with the final version sent on May 22<sup>nd</sup> and discussed on June 5<sup>th</sup>. The Mound Harbor final plat and authority to negotiate a Purchase and Development Agreement with Lifestyle Communities were approved by the full Council at the June 23<sup>rd</sup> regular meeting after review and determination that the revisions to the proposal were consistent with both the project goals and the selection criteria included in the RFQ/I.

The details of the final proposal remain generally in line with the original concept and incorporate the feedback received from the Council, and include a 52-unit, 4 story, cooperative living, luxury residential development that would be independently financed, pay \$700K for the 2.35 acres, and create \$15.4M in additional taxable market value. An elevation rendering showed the building architecture consistent with a more contemporary lake-front, multi-family façade with the building frontage facing Lost Lake and access off a re-configured Auditors Road. Lifestyle Communities expressed the intention to complete the project in 25 months. The 2+ acres of Lot 1 Block 1 will be improved as a public gathering space that will be complemented by the Three Rivers Dakota Regional Trail and Veteran's Memorial Park to the north and the Andrew Sisters Trail and boardwalk to the south.

It should be noted the 10-year final financial impact of this project includes the cash proceeds from the sale of \$700,000, in-kind park dedication expenses of \$70,000, annual estimated tax proceeds of \$190,000 to offset future levies by \$850,000 while adding \$750,000 to fund the bottom line, including repayment of a portion of the almost \$2M levied to date for debt service. In addition, utility funds will benefit from sewer and water trunk fees of \$54,000 each and future utility revenues.

**DISCUSSION:**

A draft purchase and development agreement was included with issuance of the RFQ/I in November, which greatly informed expectations and made the negotiation process quicker and smoother. The final version is attached to the resolution approving execution of the purchase and development agreement. In addition to the mostly non-substantive language and style edits, changes were made to better match the specific details of the project anticipated. For instance, this project will not be built in phases like detached townhomes would be, so there was no need for the phased timelines. The purchase and development agreement has been reviewed and approved by the City and HRA attorneys from Kennedy and Graven who drafted the original, Lifestyle Communities, and the Development Committee members consisting of Mayor Salazar and Council Member Velsor.

**RECOMMENDATION:**

The Development Committee and Staff recommend the Council approve the accompanying resolution approving execution of Purchase and Development Agreement with Lifestyle Communities, LLC. If approved, Lifestyle Communities would then commence the land use and planning application process.

**CITY OF MOUND, MINNESOTA**

**RESOLUTION NO. 20-**

**RESOLUTION APPROVING PURCHASE AND DEVELOPMENT AGREEMENT  
WITH LIFESTYLE COMMUNITIES, LLC**

WHEREAS, the City of Mound, Minnesota (the “City”) underwent a request for qualifications process to choose a developer to develop residential units in the Mound Harbor area, and through that process the City determined to work with Lifestyle Communities, LLC (the “Developer”) for a proposed development; and

WHEREAS, the Developer has proposed to construct a 52-unit, 4 story, cooperative living, luxury residential development that would be independently financed, pay \$700K for the 2.35 acres, and create \$15.4M in additional market value. (the “Minimum Improvements”); and

WHEREAS, there has been presented before the City Council a Purchase and Development Agreement (the “Agreement”) proposed to be entered into between the City and the Developer, pursuant to which the City will convey certain property to the Developer and the Developer will agree to construct the Minimum Improvements.

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

1. The City finds that the execution of the Agreement by the City and performance of the City’s obligations thereunder are in the best interest of the City and its residents.

2. The Agreement is hereby authorized, approved, and confirmed in all respects and the Mayor and the City Manager are hereby authorized and directed to execute and deliver the Agreement for and on behalf of the City in substantially the form now on file with the City but with such modifications as shall be deemed necessary, desirable or appropriate, their execution thereof to constitute such conclusive evidence of their approval of any and all modifications therein.

3. The Mayor and the City Manager are authorized and directed to execute and deliver any additional agreements, certificates or other documents that the City determines are necessary to carry out the intentions of this resolution and the Agreement.

Approved by the City Council of the City of Mound, Minnesota this 28th day of July, 2020.

---

Mayor Raymond J. Salazar

ATTEST:

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Catherine Pausche, Clerk

## PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (the “Agreement”) is made as of \_\_\_\_\_, 2020, between the CITY OF MOUND, MINNESOTA, a statutory city and political subdivision of the State of Minnesota (the “Seller”), having its office located at 2415 Wilshire Boulevard, Mound, Minnesota 55364, and Lifestyle Communities, LLC, a Minnesota limited liability company or its assigns (the “Buyer”), having its principal office at 1301 American Boulevard E Suite 200, Bloomington, Minnesota 55425. The “Effective Date” of this Agreement shall be the later date on which both the Seller and the Buyer have executed this Agreement, as shown by the dates next to their signature blocks.

1. **Sale of Real Property.** The Buyer offers to purchase and the Seller agrees to sell real property in Hennepin County, Minnesota, legally described in EXHIBIT A attached hereto (the “Property”).
2. **Purchase Price.** The price for the Property is \$700,000 (the “Purchase Price”). The Purchase Price shall be paid as follows:
  - 2.1 **Earnest Money.** Twenty Thousand and no/100 Dollars (\$20,000) as earnest money (“Earnest Money”) which Earnest Money shall be delivered and held by Commercial Partners Title, LLC (“Escrow Agent”) in an interest bearing escrow account, pursuant to the Escrow Agreement attached hereto as EXHIBIT B, provided, however, that the fee for any such account shall be paid by the Buyer. The Earnest Money shall be deposited within three (3) business days after the Effective Date. Unless otherwise disbursed pursuant to the Escrow Agreement, the Earnest Money and all interest accrued thereon shall be paid to the Seller at Closing and credited towards the Purchase Price.
  - 2.2 **Closing Payment.** Subject to adjustments and prorations provided for herein, the balance of the Purchase Price in cash or by wire transfer of U.S. Federal Funds to be received by the Seller on or before 1:00 p.m. local time on the Closing Date. The “Closing Date” shall be no later than thirty (30) days following the last day of the Feasibility Period (as hereinafter defined).
3. **Buyer’s Contingencies.** Buyer’s obligation to complete the Closing shall be conditioned upon the satisfaction or waiver of each of the following contingencies:
  - 3.1 **Performance of the Seller’s Obligations.** The Seller shall have performed all of the obligations required to be performed by the Seller under this Agreement, as and when required by this Agreement.
  - 3.2 **Title.** Title shall have been found acceptable by the Buyer or made acceptable in accordance with the requirements and terms of Section 10 below.
  - 3.3 **Environmental Investigations.** The Buyer shall have determined that the Property is in compliance with any and all environmental regulations and is suitable for Buyer’s intended development and use of the Property. The Buyer will be responsible for undertaking any environmental investigations and assessments required for the project at Buyer’s expense.
  - 3.4 **Feasibility Period.** No later than 180 days after the Effective Date (“Feasibility Period”), the Buyer shall have determined, in its sole and absolute discretion, that it is satisfied with the results of and matters disclosed by any soil tests, engineering inspections,

hazardous waste, environmental reviews of the Property, market feasibility of Buyer's intended use of the Property, and that the Property is suitable for the Buyer's intended use.

- 3.5 Utilities. The Buyer shall have determined that the Property's access, utility services (including sanitary sewer, storm sewer, water, natural gas, electricity, cable and telephone services) are sufficient for the Buyer's intended use of the Property.
- 3.6 No Adverse Action. There shall not exist on the Closing Date any lawsuit, governmental investigation or other proceeding challenging the transaction contemplated in this Agreement, or which might adversely affect the right of the Buyer to own, develop, or use the Property after the Closing Date for the Buyer's intended use.
- 3.7 Governmental Approval. The Buyer shall have obtained, reviewed, or completed the following items to the Buyer's sole satisfaction during the Feasibility Period: (A) condition of title to the Property and an ALTA survey of the Property; (B) land use applications; (C) preliminary plat application; (D) final plat application; (E) land use approvals; (F) preliminary plat approval; (G) Development Agreement with the Seller as described in Section 20; (H) Approvals as required by the County, the watershed district, or any other regulating body; and (I) final plat approval (collectively, the "Governmental Approvals"). The Seller shall without charge to the Buyer cooperate in the Buyer's attempts to obtain all such Governmental Approvals.
- 3.8 Access/Easements/Vacation of Roadways. The Seller shall have completed the vacation of certain roadways and easements on and surrounding the Property and created roadway access rights to the Property for the Buyer's intended use.
- 3.9 Boat Slip Priority. The Seller shall have amended its City Code of Ordinances to provide for the Buyer (or its successors or assigns) having exclusive access of up to 10 boat slips each year (as further described in Section 19.7 below and set forth in EXHIBITS E AND F).
- 3.10 Platting. Seller shall have completed platting of the Property and the Plat shall be fully executed and recorded or ready to record at or before the Closing Date.

4. **Termination by Buyer**. If any of the foregoing contingencies set forth in Section 3 hereof have not been satisfied, in the Buyer's sole discretion, on or before the Closing Date or such other date stated above, then this Agreement may be terminated, at the Buyer's option, by written notice from the Buyer to the Seller; provided, however, the Buyer may only terminate this Agreement as a consequence of its dissatisfaction with the physical condition of the Property if the Buyer has performed reasonable and customary investigation or due diligence with respect to the physical attributes of the Property that the Buyer finds unsatisfactory. Such notice of termination shall be given no later than three (3) business days after the stated date for the relevant contingency item, provided, however, that said notice shall be given prior to the Closing Date. If the Buyer fails to give notice of termination as provided above and proceeds to Closing, the contingencies are automatically deemed waived. The Buyer may also waive any contingency by written notice to the Seller but such written notice is not required for a waiver to be effective. Upon a termination by the Buyer (a) the Buyer and the Seller shall execute a recordable written termination of this Agreement, which shall include the Buyer's quit claim of any interest in and to the Property, (b) the Earnest Money and any interest accrued thereon shall be released to the Buyer, and (c) upon fulfillment of (a) and (b) above neither party will have any further rights or obligations regarding

this Agreement or the Property except for the rights and obligations of indemnification set forth in Sections 6, 17, 22, and 23 hereof.

5. **COVID-19.** The Buyer and the Seller acknowledge and agree that the COVID-19 pandemic may have an impact on the timing of this transaction due to closures or reductions in staffing of government offices and private businesses, travel and contract restrictions and other issues beyond the control of the parties. If a party is delayed or unable to perform due to COVID-19-related closures, staffing reductions (other than by the Buyer or the Seller) or other restrictions (each a “COVID-19 Delay”), such affected party shall give notice to the other party, and the Buyer and the Seller shall work, in good faith, to (1) extend the Feasibility Period and the Closing, and (2) amend this Agreement as reasonably necessary to account for such COVID-19 Delays; provided, however, that no such extension of the Closing shall extend beyond [April 30, 2021], unless mutually agreed to by the parties in each such party’s sole discretion.
  
6. **Buyer’s Access, Investigation, and Security.** Following the Effective Date of this Agreement, the Buyer may enter the Property to conduct, at its expense, engineering, environmental and other studies on the Property, perform test borings, create test pits or other tests of surface and subsurface conditions, and inspect and analyze the Property, including but not limited to wetland, soil, groundwater and environmental assessments. The Seller shall allow the Buyer, and the Buyer’s agents, access to the Property without charge and at all reasonable times for the purpose of the Buyer’s investigation and testing the same. The Buyer shall pay all costs and expenses of such investigation and testing and shall indemnify and hold the Seller and the Property harmless from all costs and liabilities relating to the Buyer’s activities. Notwithstanding the foregoing to the contrary, Buyer shall not indemnify Seller or the Property pursuant to the previous sentence for, and Seller shall be solely liable for, any costs or liability incurred by Seller as a result of or arising from property damage caused by or resulting from (i) the discovery by Buyer, its agents, employees or contractors, of any hazardous or toxic materials on or under the Property during the course of Buyer’s inspections and testing under this Section 6, (ii) the conduct by Buyer of soil, groundwater and other invasive testing, all so long as such investigation and testing is conducted in a commercially reasonable manner and Buyer repairs any damage to the Property occurring in connection with any such testing, as required hereunder, or (iii) the negligence or willful misconduct of Seller or its agents, employees, and contractors. The Buyer shall further promptly repair and restore any damage to the Property caused by or occurring during the Buyer’s testing and return the Property to substantially the same condition as existed prior to such entry.
  
7. **The Seller’s Closing Documents.** On the Closing Date, the Seller shall execute and/or deliver to the Buyer the following (collectively, the “Seller’s Closing Documents”):
  - 7.1 Deed. A Warranty Deed, substantially in the form attached hereto as EXHIBIT C, in recordable form reasonably satisfactory to the Buyer, conveying the Property to the Buyer, free and clear of all encumbrances, except the Permitted Encumbrances.
  - 7.2 Title Policy. The Policy described in Section 10 hereof, or a suitably marked up Title Commitment for the Policy initialed by Title Company (hereinafter defined), in the form required by this Agreement.
  - 7.3 Affidavits. Such Affidavits of the Seller as may be reasonably required by Title Company to issue the Policy.
  - 7.4 IRS Reporting Form. The appropriate Federal Income Tax reporting form, if any, as required.

- 7.5 Development Agreement. The Development Agreement described in Section 20.
- 7.6 Declaration Regarding Boat Slips. The Declaration Regarding Boat Slips described in EXHIBIT E
- 7.7. FIRPTA Affidavit. A non-foreign affidavit, in commercially acceptable form (if not applicable to the Seller, then the Seller agrees to comply with all withholding requirements of the Internal Revenue Service related thereto);
- 7.8 A Bring-Down Certificate. A bring-down certificate confirming the truth and accuracy of those representations made by the Seller in Section 17 of this Agreement; and
- 7.9 Other Documents. All other documents reasonably determined by the Buyer to be necessary to transfer the Property to the Buyer free and clear of all encumbrances, except the Permitted Encumbrances.
- 8. Buyer's Closing Documents.** On the Closing Date, the Buyer will execute and/or deliver to the Seller the following (collectively, "Buyer's Closing Documents"):
- 8.1 Purchase Price. The Purchase Price, by wire transfer of U.S. Federal Funds or by certified check to be received in Title Company's trust account or delivered to the Seller on or before 1:00 p.m. local time on the Closing Date.
- 8.2 Title Documents. Such Affidavits of Purchaser, Certificates of Value or other documents as may be reasonably required by Title Company in order to record the Seller's Closing Documents and issue the Policy.
- 8.3 Development Agreement. The Development Agreement described in Section 20.
- 8.4 Other Documents. All other documents reasonably determined by the Seller to be necessary to consummate the transaction contemplated hereby in a manner consistent with the terms and conditions hereof.
- 9. Prorations.** The Seller and the Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- 9.1 Title Insurance and Closing Fee. The Seller will pay all costs of the Title Commitment described in Section 10 of this Agreement and the fees charged by Title Company for any escrow required regarding the Buyer's Objections. The Buyer will pay the premium or cost of the Owner's Title Policy and all additional premiums required for the issuance of any Mortgagee's Title Insurance Policy required by the Buyer. The Seller and the Buyer will each pay one-half of any reasonable and customary closing fee or charges imposed by the Title Company to close the transaction.
- 9.2 Deed Tax. The Seller shall pay all state deed tax regarding the Warranty Deed to be delivered by the Seller under this Agreement.
- 9.3 Real Estate Taxes and Special Assessments. On the Closing Date, the Purchase Price shall be adjusted as follows:

- 9.3.1 Current Year's Taxes. All green acres taxes and all property taxes which have become a lien on the Property (the "Taxes") and which are due and payable prior to the year in which the Closing Date occurs shall be paid by the Seller at or prior to the Closing Date. All Taxes which are due and payable in the year in which the Closing Date occurs shall be prorated to the Closing Date and the Seller's portion shall be paid by the Seller on the Closing Date. This proration shall result in the Seller's payment of Taxes from January 1 to the date immediately prior to the Closing Date and the Buyer's payment of Taxes from the Closing Date to December 31.
- 9.3.2 Assessments. All charges for improvements or services already made to or which benefit the Property, and all levied and pending assessments (general or special) created or confirmed prior to the Closing Date (the "Assessments") shall be paid in full by the Seller on the Closing Date. All other Assessments which are levied as of the Closing Date or which become levied after the Closing Date shall be assumed and paid by the Buyer.
- 9.4 Recording Costs. The Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by the Seller and requested by the Buyer in this Agreement. The Buyer will pay the cost of recording all other documents, including the cost of recording the final plat.
- 9.5 Other Costs. All other operating costs of the Property will be allocated between the Seller and the Buyer as of the Closing Date, so that the Seller pays that part of such other operating costs payable before the Closing Date, and the Buyer pays that part of such operating costs payable from and after the Closing Date.
- 9.6 Attorney's Fees. Each of the parties will pay its own attorneys' fees, except that a party defaulting under this Agreement will pay the reasonable attorneys' fees and costs incurred by the non-defaulting party to enforce its rights regarding such default.

**10. Title Examination.** Title examination will be conducted as follows:

- 10.1 Seller's Title Evidence. The Seller shall, no later than 30 days after the Effective Date furnish to the Buyer, at the Seller's cost and expense, the following: a commitment (the "Title Commitment") for the most current ALTA Form B Owner's Policy of Title Insurance insuring title to the Property in the amount of the Purchase Price, issued by Commercial Partners Title, LLC (the "Title Company") and copies of all title documents referenced therein. The Title Commitment will commit Title Company to insure title to the Property subject only to the Permitted Encumbrances. The Buyer is responsible for purchasing any Owner's Policy of Title Insurance desired by Buyer.
- 10.2 Survey. The Seller shall provide a copy of the ALTA/ASCM Survey of the Property (the "Survey") to the Buyer concurrent with Seller's title evidence specified in Section 10.1.
- 10.3 Buyer's Objections. Within 10 business days after receiving the later of the Title Commitment and the Survey, the Buyer shall make written objections (the "Objections") to the form and/or contents of the Title Commitment and the Survey. The Buyer's failure to make Objections within such time period will constitute a waiver of Objections. Any matter shown on the Title Commitment and/or Survey and not objected to by the Buyer shall be a "Permitted Encumbrance" pursuant to this Agreement. The Seller will have 60

days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed if necessary. The Seller shall use its best efforts to correct any Objections. To the extent that the Objections are not cured within such 60-day period, the Buyer will have the option to terminate this Agreement and receive a refund of the Earnest Money, or waive the Objections and proceed to Closing.

11. **Closing.** The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on the Closing Date. The Closing shall take place at the offices of the Title Company, or at such other place as may be agreed to. The Seller agrees to deliver possession of the Property to the Buyer on the Closing Date.
12. **Property.** The Seller, in advance of or as part of the land use and preliminary plat application process, will vacate roads and easements on and surrounding the Property as required for the Buyer to undertake the Minimum Improvements.
13. **Well Disclosure.** The Seller’s knowledge of wells is as follows:
  - The Seller certifies that the Seller does not know of any wells on the described real property.
  - A well disclosure certificate accompanies this document.
  - I am familiar with the property described in this instrument and I certify that the status and number of wells on the Property have not changed since the last previously filed well disclosure certificate.
14. **Individual Sewage Treatment System Disclosure.** For the purposes of satisfying any applicable requirements of Minnesota Statutes Section 115.55, Seller discloses and certifies that (i) no sewage is generated on the Property, and (ii) there is no individual sewage treatment system on or serving the Property.
15. **Right of Entry.** The Seller hereby grants to the Buyer, its agents, employees, officers, and contractors, a license to enter the Property to perform all work and inspections deemed appropriate by the Buyer in conjunction with this Agreement.
16. **No Representations by Seller.** IT IS UNDERSTOOD AND AGREED THAT THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, ACCESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY PROPERTY DATA OR OTHER INFORMATION PERTAINING TO THE PROPERTY DELIVERED TO BUYER BY SELLER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, THE SELLER SHALL SELL AND BUYER SHALL ACCEPT THE PROPERTY “**AS IS, WHERE IS, WITH ALL FAULTS.**” THE BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND THE SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO

(INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY THE SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

THE BUYER REPRESENTS TO THE SELLER THAT THE BUYER HAS CONDUCTED, OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS THEREOF, AS THE BUYER DEEMS NECESSARY TO SATISFY ITSELF OF THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES OR MATERIALS ON, WITHIN, UNDER OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER OR ITS AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS OR EMPLOYEES WITH RESPECT THERETO.

UPON CLOSING, THE BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS MAY HAVE BEEN REVEALED BY THE BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED THE SELLER (AND THE SELLER'S OFFICERS, COUNCIL MEMBERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE SELLER (AND THE SELLER' OFFICERS, COUNCIL MEMBERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

## **17. Representations**

17.1 Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller that the Buyer is a limited liability company duly organized under the laws of the State of Minnesota; that the Buyer is duly qualified to transact business in the State of Minnesota; that the Buyer has the requisite company power and authority to enter into this Agreement and the Buyer's Closing Documents signed by it; such documents have been duly authorized by all necessary company action on the part of the Buyer and have been duly executed and delivered; that the execution, delivery and performance by the Buyer of such documents do not conflict with or result in violation of state law or any judgment, order or decree of any court or arbiter to which the Buyer is a party; such documents are valid and binding obligations of the Buyer, and are enforceable in accordance with their terms.

17.2 Representations and Warranties of the Seller.

(a) The Seller is duly authorized and empowered to enter into this Agreement and to perform fully the Seller's obligations hereunder.

(b) The Seller has received no notice of any pending or threatened condemnation proceeding or other litigation relating to or otherwise affecting the Property, except as may be shown in the public record.

(c) The Seller has received no notice of any pending or threatened violations or litigation at the Property, except as may be shown in the public record.

Each party (the "Indemnifying Party") will indemnify the other (the "Indemnified Party") against, and will hold the Indemnified Party and its successors and assigns, harmless from, any actual expenses or damages, including reasonable attorneys' fees, that the Indemnified Party incurs because of the breach of any of the above representations and warranties by the Indemnifying Party, whether such breach is discovered before or after Closing; provided, and notwithstanding the foregoing, each of the representations and warranties herein contained shall survive the Closing for a period of one year and any action concerning a breach of any of the foregoing representations or warranties shall be commenced within one year after the Closing Date or shall be deemed waived. Consummation of this Agreement by the Indemnified Party with knowledge of any breach of such warranties and representations by the Indemnifying Party will constitute a waiver and release by the Indemnified Party of any claims due to such breach.

**18. Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property by any entity other than the Seller, the Seller shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 30 days after the date of the Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement, except for the rights and obligations of indemnification set forth in Sections 6, 17, 22, and 23, and the Earnest Money, together with any accrued interest, shall be refunded to the Buyer. If the Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and the Seller shall assign to Buyer at the Closing Date all of the Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, if the Agreement has not been terminated pursuant to the first sentence of this Section, the Seller shall not designate counsel, appear in, or otherwise act with respect to such condemnation proceedings without the Buyer's prior written consent.

**19. Construction of Minimum Improvements.** The Buyer agrees that it will construct the Minimum Improvements (defined below) on the Property as described in this Section. This covenant shall survive the delivery of the Deed.

19.1 The Buyer shall construct on the Property the "Minimum Improvements," which consist of the completion of work to be similar in size, scope, and quality to the project submitted to the Seller as part of the Buyer's response to the Seller's Request for Qualifications with respect to the Property, as shown on the concept plan attached hereto as EXHIBIT D.

19.2 The Buyer agrees to commence and complete construction of each phase of the Minimum Improvements as follows:

**Phase 1: Infrastructure Improvements:** Grading, street, parking, water main, sanitary

sewer, storm sewer, and small utilities (as described in the Development Agreement referred to in Section 20) will be performed in one phase which will commence by July 1, 2021. The Buyer may request an Early Start Agreement for consideration by the City Council of the Seller prior to release of the Final Plat and completion of the Development Agreement for recording to allow issuance of a building permit to begin construction of the infrastructure improvements.

**Phase 2: Building Construction:** Construction of the 52-unit building will be completed on or before October 31, 2022.

**Phase 3: Landscaping / Site Restoration:** Landscaping and site restoration shall be completed no later than November 30, 2022. The Buyer is solely responsible for meeting storm water and erosion control permitting conditions until establishment of ground cover site wide.

The Buyer may request an extension of the commencement and/or completion dates described above of up to 6 months for consideration by the City Council of the Seller, which extension shall not be unreasonably withheld.

19.3 The Buyer is authorized to install the required public improvements required for the Minimum Improvements and to develop the Minimum Improvements. The Buyer intends to engage Frana Companies Inc. (“Builder”) to construct the 52-unit building. The Buyer acknowledges and understands that the Seller expects the completed Minimum Improvements to be similar in size, scope, and quality to the project submitted to the Seller as part of the Buyer’s response to the Seller’s Request for Qualifications with respect to the Property, as set forth in EXHIBIT D.

19.4 The Seller will issue a Temporary Certificate of Occupancy upon completion of the 52-unit building and a Final Certificate of occupancy at completion of the project. See Sections 20 and 21 for description of project financial security requirements.

If the Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Seller shall, within 30 days after written request by the Buyer, provide the Buyer with a written statement, indicating in adequate detail in what respects the Buyer has failed to complete the particular phase of the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Seller for the Buyer to take or perform in order to obtain such certification and the Buyer shall be afforded a fair and reasonable opportunity, as necessary, to cure or address such stated default.

19.5 The Buyer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements:

19.5.1 The Buyer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a “Transfer”), without the prior written approval of the City Council of the Seller. The term “Transfer” does not include (i) encumbrances made or granted by way of security for the purpose of obtaining construction, interim or

permanent financing necessary to enable the Buyer to construct the Minimum Improvements or components thereof; or (ii) any sale, assignment, conveyance or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to OTO (as defined in Section 24 hereof) or another entity affiliated with the Buyer by common ownership or control, or to a housing cooperative corporation formed by OTO, the Buyer or such other affiliated entity (the "Cooperative"), or to members of the Cooperative.

19.5.2 If the Buyer seeks to effect a Transfer prior to issuance of the final Certificate of Completion for the Minimum Improvements, the Seller shall be entitled to require as conditions to such Transfer that:

19.5.2.1 Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Seller, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Buyer as to the portion of the Property to be transferred.

19.5.2.2 Any proposed transferee, by instrument in writing satisfactory to the Seller and, if necessary, in form recordable in the public land records of Hennepin County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of the Seller, have expressly assumed all of the obligations of the Buyer under this Agreement as to the portion of the Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Buyer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Seller) deprive the Seller of any rights or remedies or controls with respect to the Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the Seller of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Property that the Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by the Seller to the contrary, no such Transfer or approval by the Seller thereof shall be deemed to relieve the Buyer, or any other party bound in any way by this Agreement or otherwise with respect to the Property, from any of its obligations with respect thereto.

19.5.2.3 Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Property governed by this clause shall be in a form reasonably satisfactory to the Seller.

19.5.3 If the conditions described in Section 19.5.2 hereof are satisfied then the Transfer will be approved and the Buyer shall be released from its obligation under this Agreement, as to the portion of the Property that is transferred, assigned, or otherwise conveyed. The provisions of this Section 19.5.3 apply to all subsequent transferors.

19.5.4 Upon issuance of the final Certificate of Completion for the Minimum Improvements, the Buyer may transfer the Property and/or the Buyer's rights and obligations under this Agreement with respect to such Property without the prior written consent of the Seller. For the avoidance of doubt, leases or occupancy agreements between the Cooperative and members of the Cooperative shall not require the Seller's consent.

19.6 Upon the completion of the Minimum Improvements, the Cooperative shall provide a copy of the Articles of Incorporation. The Cooperative must include in its Declaration the following restriction, or other occupancy restriction approved by the U.S. Department of Housing and Urban Development: "Membership in the Cooperative is limited to persons 62 years of age or older, except as to joint holders of a membership, only one such person need be age 62 or older, and it is anticipated that one hundred percent (100%) of the Units will generally be occupied by at least one person who is age 62 or older. Pursuant to HUD policy, the Cooperative will not prohibit, based on age or familial status, non-elderly family members, including children, from occupying a Cooperative Member's Unit."

19.7 Annually, the Seller and its successors and assigns, shall offer the Cooperative the ability to enter into a Boat Slip Use Agreement each year for up to 10 boat slips for exclusive use of the members of the Cooperative in the form as attached hereto as EXHIBIT F. The Boat Slip Use Agreement will include the exclusive use of up to 10 boat slips, limited to one slip per unit. The Cooperative will determine how the 10 boat slips will be allocated among the 52 units. The Seller covenants and represents that, subject to the provisions of this Section 19.7, the Cooperative shall have exclusive access to 10 boat slips each year, limited to one slip per unit with excess slips made available to Mound residents. Notwithstanding the foregoing, if the members of the Cooperative decline to use all 10 boat slips allocated to the Cooperative, the Seller may enter into rental agreements with residents of Mound for the unused boat slips for that year. In addition, at Closing, the Seller shall enter into the Declaration Regarding Boat Slips set forth in EXHIBIT E which shall be recorded against title to the Property and binding upon Seller and its successors and assigns.

**20. Development Agreement.** Prior to the issuance of any grading or building permits for the Property, the Buyer shall enter into a Development Agreement with the Seller with respect to the public infrastructure required for the Minimum Improvements and the requirements of the Seller for the Buyer's construction of such infrastructure, and such Development Agreement shall be recorded against the title to the Property.

20.1 All improvements specifically benefitting the project included in the minimum improvements but not limited to: site amenities, signage, fixtures, lighting, grading, street, street access, parking, sidewalk, water main re-alignment, sanitary sewer re-alignment, storm sewer and storm water management facilities, and small utilities; communication, gas, electric, etc are solely the responsibility of the Buyer.

20.2 The Seller will consider off-property improvements to public property benefitting the public at large as in-kind fulfillment of customary dedication requirements when approved by the Seller, which approval shall not be unreasonably withheld, conditioned or delayed. The customary park dedication fee in lieu of park land is \$70,000, equal to 10% of the undeveloped land value (\$700,000). The Seller will consider waiver of development fees

if similar and agreed off-property improvements exceed the dedication amount for the project. All improvements, in kind dedication, and waiver of fees will be expressly approved by the Seller in the Development Agreement.

- 21. Penalties for Failure to Complete Minimum Improvements.** Pursuant to the Seller's standard Development Agreement, as the same may be negotiated by and between the Buyer and the Seller, prior to commencement of construction of the Minimum Improvements, the Buyer (or its designee) will furnish the Seller a cash deposit or an irrevocable letter of credit ("Security"), in commercially reasonable form approved by the City Attorney, in the amount of 125% of the estimated project costs for the public infrastructure required for the Minimum Improvements, as agreed by the Seller. The letter of credit shall renew automatically, as applicable, and be released by the Seller pursuant to the terms of the Development Agreement. The Public Works Director may approve a reduction in the Security upon written request by the Buyer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 20% of the original amount until all work required of the Buyer by the Development Agreement has been completed and accepted by the Seller. If the Buyer fails to construct the Minimum Improvements in accordance with the approved plans, or fails to complete any of its other material obligations under the Development Agreement, the Seller will provide the Buyer written notice of default that identifies the corrective actions needed and provides a reasonable period of time in which to come into compliance. If the Buyer fails to come into compliance by the date indicated, the Seller may declare the Development Agreement to be in default and the amount of the Security shall be paid over to the Seller. The Seller shall reimburse itself from the proceeds of the Security for any attorneys' fees, engineering fees or other technical or professional assistance, incurred related to the default and the remainder thereof shall be used by the Seller to complete the public infrastructure required for the Minimum Improvements. The Buyer shall be liable to the Seller to the extent that the Security is inadequate to reimburse the Seller its costs to pay for the completion of such the work. The Development Agreement shall incorporate the terms of Sections 20 and 21.
- 22. Broker's Commission.** The Seller and the Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction. The parties agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.
- 23. Mutual Indemnification.** The Seller and the Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorney's fees in defending against claims) arising out of the ownership, operation or maintenance of the Property for their respective periods of ownership. Such rights of indemnification will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question, (net of the cost of collection, including reasonable attorney's fees) or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payment made by such party.



- 30. Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
- 31. Remedies.** If either party defaults under this Agreement, the non-defaulting party shall have the right to terminate this Agreement by giving written notice to the defaulting party. If the Buyer fails to cure a default by the Buyer within five business days, or such time period as allowed pursuant to this Agreement, of the date of such notice from the Seller, the Seller may cancel this Agreement pursuant to Minnesota Statutes, Section 559.21. If the Buyer is the defaulting party, because of the difficulty in calculating damages, the parties agree that the Seller's sole and exclusive remedy at law or in equity shall be limited to the right to terminate this Agreement and the Earnest Money shall be immediately returned to the Seller as liquidated damages. Other than the specific remedy expressly set forth in this Section, the Seller hereby waives any and all right and remedy, at law or in equity, to which the Seller may otherwise have been entitled by reason of the Buyer's default, including any right in equity to seek specific performance of this Agreement by the Buyer and any right at law to seek damages from the Buyer.
- If the Seller fails to cure a default by the Seller within five business days of the date of such notice from the Buyer, the Buyer may (a) with or without waiving such default, proceed to Closing in accordance with the remaining terms of this Agreement; (b) immediately terminate this Agreement, and/or (c) sue for specific performance; provided, however, that such suit must be commenced within six (6) months after such right of action shall arise. In the event the Buyer terminates this Agreement by reason of any default by Seller hereunder, all Earnest Money shall immediately be returned to Buyer, notwithstanding any other provision of this Agreement. Other than the specific remedies expressly set forth in this Section, the Buyer hereby waives any and all right and remedy, at law or in equity, to which the Buyer may otherwise have been entitled by reason of the Seller's default.
- 32. Recording.** The Buyer or the Seller may record this Agreement or a memorandum hereof against the Property in the Land Records of Hennepin County. All involved recording fees will at the expense of the requesting party.
- 33. Time Periods.** Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. However, if (a) the last date by which the Closing or any other event or circumstance hereunder is permitted to occur hereunder, or (b) any date by which a party is required to provide the other party with notice hereunder, occurs on a Saturday or a Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable dates shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next, succeeding day, which is not a Saturday, Sunday or banking holiday.
- 34. Counterparts; Fax and PDF Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signature pages of this Agreement transmitted to any party via facsimile or Portable Document Format (PDF) shall be deemed to be originals for all purposes hereunder.
- 35. Methamphetamine Production.** The Seller certifies that no methamphetamine production has occurred on the Property.
- 36. Storage Tanks.** For purposes of satisfying Minnesota Statutes Section 116.48, to Seller's knowledge, no aboveground or underground tanks are located in or about the Property, or

have been located under, in or about the Property or have subsequently been removed or filled.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Purchase and Development Agreement as of the date and year first written above.

**SELLER:**

**CITY OF MOUND, MINNESOTA**

By \_\_\_\_\_  
Its Mayor  
Date \_\_\_\_\_

By \_\_\_\_\_  
Its City Manager  
Date \_\_\_\_\_

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (JAE)  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300

Execution page of the Buyer to the Purchase and Development Agreement, dated as of the date and year first written above.

**BUYER:**

LIFESTYLE COMMUNITIES, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

That part of the following parcels:

**Insert Property Legal Description Here**

**EXHIBIT B**

**ESCROW AGREEMENT**

The undersigned Commercial Partners Title, LLC (“Title Company”), acknowledges receipt of \$20,000 (the “Earnest Money”) to be held by it pursuant to the Purchase and Development Agreement to which this Escrow Agreement is attached (the “Purchase Agreement”). Title Company will hold the Earnest Money in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Title Company will invest the Earnest Money in such interest-bearing accounts, instruments, corporate paper, or money market funds as approved by both the Buyer and the Seller, Interest will accrue for the benefit of the Buyer, unless the Purchase Agreement is terminated by reason of the default of the Buyer, in which case the interest will be paid to the Seller. Prior to the waiver or satisfaction of its contingencies, the Buyer may direct the Title Company to return the Earnest Money to it if the Buyer is entitled to terminate and elects to terminate the Purchase Agreement.

Title Company is not responsible for any decision concerning performance or effectiveness of the Purchase Agreement or for resolution of any disputes concerning the Purchase Agreement. Title Company is responsible only to act in accordance with the joint and mutual direction of both the Seller and the Buyer, or in lieu thereof, the direction of a court of competent jurisdiction except as to the Buyer’s right to direct the return of the Earnest Money in accordance with the Purchase Agreement. The Seller and the Buyer will hold Title Company harmless from all claims for damages arising out of this Escrow Agreement and do hereby agree to indemnify Title Company for all costs and expenses in connection with this escrow, including court costs and attorneys’ fees, except for Title Company’s failure to account for the funds held hereunder, or acting in conflict with the terms hereof.

The fees and charges of the Title Company will be paid by the Seller. This Escrow Agreement is dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

COMMERCIAL PARTNERS TITLE, LLC

By\_\_\_\_\_

Its\_\_\_\_\_

**EXHIBIT C**

**FORM OF WARRANTY DEED**

**Deed Tax Due:** \$ \_\_\_\_\_  
**ECRV** \_\_\_\_\_

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

FOR VALUABLE CONSIDERATION, the City of Mound, Minnesota, a statutory city and political subdivision of the State of Minnesota, Grantor, hereby conveys and warrants to [buyer], a Minnesota limited liability company, Grantee, real property in Hennepin County, Minnesota, described as follows:

[Insert legal description – same as Exhibit A to Purchase Agreement]

*Check here if part or all of the land is Registered (Torrens)*

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

[ADD EXHIBIT A – PERMITTED EXCEPTIONS, FOLLOWING TITLE REVIEW]

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**CITY OF MOUND, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Raymond J. Salazar, the Mayor of the City of Mound, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Eric Hoversten, the City Manager of the City of Mound, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the City.

\_\_\_\_\_  
Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:

New Owner  
[ADDRESS]

EXHIBIT A  
TO  
WARRANTY DEED

PERMITTED EXCEPTIONS

[TO BE ADDED FOLLOWING TITLE REVIEW]

**EXHIBIT D**  
**CONCEPT SITE PLAN**



Page 4 of 6

CITY OF MOUND | RFQ/I RESPONSE



**EXHIBIT E**

**DECLARATION REGARDING BOAT SLIPS**

DECLARATION REGARDING BOAT SLIPS

THIS DECLARATION REGARDING BOAT SLIPS (the "Declaration") entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF MOUND, MINNESOTA, a statutory city and political subdivision of the State of Minnesota, having its office located at 2415 Wilshire Boulevard, Mound, Minnesota 55364 (the "City"), and [COOPERATIVE], a \_\_\_\_\_, having its principal office at \_\_\_\_\_ (the "Cooperative").

RECITALS:

WHEREAS, the City intends to convey the real property legally described on Exhibit A attached hereto (the "Development Property") to \_\_\_\_\_, a Minnesota limited liability company (the "Developer") under Purchase and Development Agreement, dated \_\_\_\_\_, 20\_\_, between the City and the Developer ("Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the Developer will construct a 52-unit senior housing cooperative development (the "Minimum Improvements") on the Development Property; and

WHEREAS, in exchange for the Developer constructing the Minimum Improvements, the City has agreed to provide the Cooperative exclusive use of up to ten (10) boat slips (the "Slips") located on the real property owned by the City and legally described on Exhibit B attached hereto (the "Burdened Property") under certain conditions; and

WHEREAS, the City and the Cooperative desire to memorialize this agreement pursuant to this Declaration.

NOW, THEREFORE, for good and valuable consideration, the City hereby agrees, covenants, and declares the following:

1. Boat Slip Agreement. Annually, the City shall offer the Cooperative the ability to enter into a Boat Slip Use Agreement each year for up to ten (10) Slips for exclusive use of the members of the Cooperative, not to exceed one slip per membership in the Cooperative. The Boat Slip Use Agreement will include the exclusive use of up to ten (10) Slips; provided, however, that the number of Slips offered each year to will not exceed the number of units completed. It is the responsibility of the Cooperative to determine how the Slips will be allocated among the members of the Cooperative. The City covenants, represents and agrees that, subject to the provisions of this Section 1, the Cooperative shall have exclusive access to ten (10) Slips each year; provided, however that no membership in the Cooperative shall have more than one Slip allocated to it. Notwithstanding the foregoing, if members of the Cooperative decline the use of any or all ten (10) Slips, the City may enter into rental agreements for the unused Slips for that year with residents of the City.

2. Failure to Provide Boat Slips. If the City takes action to reduce the number of Slips available for the exclusive use of the members of the Cooperative below ten (10), the Cooperative shall have all rights and remedies available to it at law or in equity, including a right to injunctive relief and specific performance. If any arbitration, litigation, or other legal proceeding occurs between the parties relating to this Agreement, the Cooperative shall be entitled to recover (in addition to any other relief awarded or granted) the reasonable costs and expenses, including attorneys' fees, incurred by the Cooperative.

3. Enforceability; Successors and Assigns. This Declaration and the covenants granted herein shall run with the land and be binding on all parties and their successors and assigns for thirty (30) years after the date of this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then members of the Cooperative, it is agreed to terminate this Declaration. Without limiting the foregoing, the covenants and benefits contained herein shall be enforceable by the Cooperative and its successors and assigns, by injunctive relief or any other remedy at law or in equity.

4. Governing Law. This Declaration shall be governed by the laws of the State of Minnesota.

5. Amendment. This Declaration shall not be amended or modified unless by an amendment in writing executed by the City and the Cooperative. The amendment shall be reduced to writing, signed by representatives of the City and the Cooperative and recorded in the same county recording office in which this Declaration is recorded.

6. No Merger. This Declaration shall not merge or be extinguished by reason of common ownership, including common ownership of the Development Property and any property adjacent to the Development Property.

IN WITNESS WHEREOF, the City and the Cooperative have executed this Declaration as of the date first above written.

**CITY OF MOUND, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Raymond J. Salazar, the Mayor of the City of Mound, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the Seller.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Eric Hoversten, the City Manager of the City of Mound, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the Seller.

\_\_\_\_\_  
Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (JAE)  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300



**EXHIBIT A OF DECLARATION  
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

[Insert – to match Exhibit A in Purchase Agreement]

**EXHIBIT B OF DECLARATION  
LEGAL DESCRIPTION OF BURDENED PROPERTY**

[Insert Legal Descriptions of the 24 Slip Complex]

**EXHIBIT F**

**SLIP USE AGREEMENT**

**THIS SLIP USE AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and among [\_\_\_\_\_ COOPERATIVE], a Minnesota cooperative corporation (the "Cooperative") and the City of Mound, a Minnesota municipal corporation ("City"). The Cooperative and the City may hereinafter be referred to individually as a "party" or collectively as the "parties."

**RECITALS:**

- A. The City owns the 37 slip multiple slip complex in Lost Lake adjacent to the Villas on Lost Lake townhomes ("37 Slip Complex") and the 24 slip multiple slip complex ("24 Slip Complex") adjacent to the Harbor District's Greenway and Pier. The 37 Slip Complex and the 24 Slip Complex may hereinafter be referred to collectively as the "Slip Complexes."
- B. The City and Lifestyle Communities, LLC ("Developer") are parties to a Purchase and Development Agreement dated as of \_\_\_\_\_, 2020, which provides for priority assignment of a slip at one of the Slip Complexes for members of the Cooperative; and
- C. The parties desire to enter into this Agreement to set forth the terms and conditions of the slip assignments, fee structure, rules governing use of the Slip Complexes and the City's obligation to maintain the Lost Lake Channel and the Slip Complexes and appurtenances.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Slip Assignment. In accordance with Chapter 78, Section 78-122 (d) of the Mound City Code, as amended from time to time, up to 10 slips at the Slip Complexes (each a "Priority Slip" and collectively, the "Priority Slips") will be reserved for members of the Cooperative who will be given first priority for assignment of the Priority Slips. No more than one Priority Slip per membership of the Cooperative will be allowed and any unused Priority Slips will be made available to residents of the City. The Cooperative is responsible for determining how the Priority Slips will be allocated among members of the Cooperative. Applications and fees for a Priority Slip are due by the last day of February each year. All Priority Slips not used by members of the Cooperative will be released by the City for licensing in accordance with the Mound City Code (Chapter 78, Section 78-122) beginning on March 1st of each year.
- 2. Fee Structure. The City establishes its fee schedule as part of the annual budget process and the City reserves the right to modify the fees for the slips at the Slip Complexes from time to time. The City agrees to provide for maintenance activities of the channel, the slips and surrounding appurtenances of the Slip Complexes including, but not limited to, debt service on

bonds related to the Lost Lake development or renewal, maintenance of the channel and multiple slip structures and appurtenances, utilities, insurance premiums and deductibles, program administration and funding reserves for these activities. Members of the Cooperative will pay the Lost Lake Slips Multiple Mound Resident Rate (2020 Rate: \$1,950 per season)

3. Dock Use Area. The slips at the Slip Complexes are licensed and regulated by the Lake Minnetonka Conservation District (“LMCD”), which imposes certain restrictions on the use of the lake, including the slips, that must be complied with by those using the Slip Complexes. In addition, Chapter 78, Article VI the City of Mound City Code, as amended from time to time, regarding slip licensing has additional regulations that all multiple slip licensees need to comply with. Each user of a slip is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances related to their use. The City may terminate a Cooperative member’s use of the Slip Complexes and refuse to lease a slip to the member for such period of time as the City determines is reasonable if the member violates any of the applicable regulations or the terms and conditions of the lease.

4. Maintenance Activities. Lost Lake was re-dredged in 2005 to provide access to Lake Minnetonka for the planned redevelopment of the City’s downtown. The Slip Complexes were constructed to provide pedestrian access to these amenities. The City is responsible for maintaining the dredge and any aquatic vegetation removal/management so that reasonable access can be obtained in and around the Slip Complexes. The dredge depth is regulated by the Department of Natural Resources (“DNR”) and the standard limit is out to 48" of water depth measured from the Ordinary High Water (“OHW”) level elevation of 929.4 feet. The City will maintain the Slip Complexes and appurtenances, as public amenities, to a reasonable standard, as determined by the City, providing for the health and safety of pedestrians and functionally equivalent replacement, if necessary. The City’s agreement to maintain the Slip Complex and appurtenances is as the owner of the facilities to make them available to the general public as a public amenity and does not create a special duty between the City and the users of the Slip Complexes.

5. Liability. All slip licensees must provide proof of boat owners insurance upon slip license renewal. The City maintains a General Liability Policy with the League of Minnesota Cities Insurance Trust. Nothing in this Agreement constitutes, or shall be interpreted as, a waiver by the City of any limitation on or exemption from liability available to it under common law, Minnesota Statutes, chapter 466, or other law.

6. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To City: Eric Hoversten  
City Manager  
City of Mound  
2415 Wilshire Blvd  
Mound, MN 55364

With Copy to: Troy Gilchrist  
City Attorney  
Kennedy & Graven  
200 South Sixth Street, Suite 470  
Minneapolis, MN 55402

To Cooperative: [\_\_\_\_\_ Cooperative]  
  
C/O \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_, MN \_\_\_\_\_

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date which is one day after deposited in the United States mail with sufficient postage to effect such delivery. Each party may change recipient and the address to which notice must be given by delivery of written notice to the other parties in accordance with this Paragraph 6.

7. Termination. This Agreement may be terminated only upon the written agreement to terminate by each of the parties hereto.

8. Miscellaneous. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement can be amended or modified only by a writing signed by the parties hereto. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF MOUND

\_\_\_\_\_ COOPERATIVE

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

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

Its \_\_\_\_\_

CITY OF MOUND  
CASH & INVESTMENT REPORTING

2020

FUND	DESCRIPTION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
<b>CASH BALANCES</b>							
101	General Fund	3,430,598	2,346,412	2,145,352	2,006,013	1,867,885	1,686,379
222	Area Fire Services	614,380	567,321	603,117	598,004	491,934	607,887
281	Docks	333,173	361,830	377,476	382,067	378,195	379,078
285	Transit District Maintenance	1,335	9,692	49,352	52,021	51,953	122,325
310	GO Improvement - 2013A	524,232	528,083	528,083	528,083	530,851	631,773
311	GO Improvement - 2014A	275,070	275,070	275,070	276,071	277,589	316,819
312	GO Improvement - 2015A	328,888	328,888	329,724	334,467	334,467	608,709
313	GO Improvement - 2016A	54,092	54,175	56,181	56,265	56,265	173,844
350	GO Taxable - 2006 / 2015B	83,059	83,059	83,059	83,059	83,059	255,719
355	GO Tax Increment - Metroplains	566,869	393,428	393,428	393,428	393,428	393,428
362	GO Refunding - 2016B	(109,092)	(109,092)	(109,092)	(107,658)	(107,658)	(57,658)
363	GO Improvement - 2009A / 2018A REF	(82,754)	(83,837)	(82,403)	(82,403)	(82,403)	134,725
364	GO Improvement - 2011B	437,466	438,550	438,550	438,550	438,550	630,114
365	GO Improvement - 2012A	673,235	674,186	674,186	674,186	674,186	727,038
368	GO Refunding - 2014B	72,106	72,106	72,106	72,106	72,106	147,106
370	GO Refunding - 2011A	(79,465)	(79,465)	(79,465)	(79,465)	(79,465)	126,046
371	GO Refunding - 2012B	56,684	80,262	103,840	127,419	150,996	217,678
375	GO Tax Increment - Mound Harbor	(257,345)	(258,177)	(258,177)	(258,177)	(258,177)	(258,177)
401	Capital Projects	2,191,918	2,271,801	2,267,804	2,279,884	2,171,017	2,220,633
403	Capital Replacement - Equipment	60,613	52,472	1,642	1,642	(42,716)	297,284
404	Community Investment Reserve	(44,998)	(44,998)	(51,567)	(65,939)	(84,405)	(7,704)
405	Capital Replacement Fund - Buildings	(1,592)	(1,592)	(1,592)	(1,592)	(9,224)	65,775
427	Sealcoating	589,347	629,326	629,288	623,917	620,841	620,463
454	TIF 1-1 Harrison Bay	2,578	(685)	(685)	(685)	(685)	(685)
475	TIF 1-3 Mound Harbor	(91,534)	(91,534)	(110,556)	(115,977)	(122,542)	(126,232)
601	Water Utility	(2,404,193)	(2,557,719)	(2,467,247)	(2,352,149)	(2,300,922)	(2,571,287)
602	Sewer Utility	(2,318,114)	(2,102,100)	(2,040,247)	(1,988,625)	(1,950,490)	(2,194,571)
609	Liquor Store	253,326	230,899	206,172	242,617	302,919	406,026
670	Recycling Utility	180,668	191,113	189,964	175,282	173,066	171,648
675	Storm Water Utility	(1,031,914)	(1,004,424)	(1,001,216)	(993,753)	(985,456)	(976,850)
884	Investments	-	10,669	13,963	15,050	14,479	13,911
<b>TOTALS</b>		<b>4,308,636</b>	<b>3,265,719</b>	<b>3,236,110</b>	<b>3,313,708</b>	<b>3,059,643</b>	<b>4,761,244</b>

CITY OF MOUND  
REVENUE - BUDGET REPORTING  
JUNE 2020

Percentage of Budget 50.00%

FUND	BUDGET	JUNE 2020 REVENUE	YTD REVENUE	VARIANCE	PERCENT RECEIVED	JAN	FEB	MAR	APR	MAY	JUN
<b>GENERAL FUND</b>											
Property Taxes	3,405,431	-	-	3,405,431	0.00%	-	-	-	-	-	-
Business Licenses & Permits	27,750	12,275	17,925	9,825	64.59%	200	3,600	1,350	500	-	12,275
Non-Business Licenses & Permits	208,200	14,166	66,248	141,952	31.82%	11,453	11,128	7,281	9,398	12,822	14,166
Intergovernmental	438,768	6,672	21,672	417,096	4.94%	-	15,000	-	-	-	6,672
Charges for Services	226,476	19,200	102,136	124,340	45.10%	19,483	15,632	14,989	15,055	17,777	19,200
City Hall Rent	40,000	6,841	24,626	15,374	61.57%	5,163	2,244	4,863	3,554	1,961	6,841
Fines & Forfeitures	35,000	2,601	9,591	25,409	27.40%	-	1,956	2,532	1,695	807	2,601
Special Assessments	20,000	-	-	20,000	0.00%	-	-	-	-	-	-
Street Lighting Fees	30,000	3,350	19,775	10,225	65.92%	3,183	3,317	3,346	3,261	3,318	3,350
Franchise Fees	404,000	10,840	149,647	254,353	37.04%	-	10,784	39,286	67,262	21,475	10,840
Transfers	175,000	-	175,000	254,353	100.00%	175,000	-	-	-	-	-
Miscellaneous	209,000	18,876	163,218	45,782	78.09%	143,996	175	(182)	196	157	18,876
<b>TOTALS</b>	<b>5,219,625</b>	<b>94,821</b>	<b>749,838</b>	<b>4,469,787</b>	<b>14.37%</b>	<b>358,478</b>	<b>63,836</b>	<b>73,465</b>	<b>100,921</b>	<b>58,317</b>	<b>94,821</b>

**OTHER FUNDS**

Area Fire Services	1,336,190	217,535	665,590	670,500	49.81%	165,316	37,413	128,563	78,890	37,873	217,535
Docks	162,600	2,594	172,975	(10,375)	106.38%	57,657	85,651	16,465	6,030	4,578	2,594
Transit District Maintenance	151,655	75,955	150,811	844	99.44%	13,284	12,282	42,292	5,048	1,950	75,955
Water Utility	2,030,000	176,995	959,439	1,070,561	47.26%	157,161	142,187	177,925	150,503	154,668	176,995
Sewer Utility	2,404,000	208,319	1,208,037	1,195,963	50.25%	197,812	197,902	206,885	194,711	202,408	208,319
Liquor Store	3,090,000	360,258	1,701,746	1,388,254	55.07%	205,811	198,931	300,034	289,083	347,629	360,258
Recycling Utility	199,510	15,530	92,025	107,485	46.13%	14,888	15,429	15,714	14,950	15,514	15,530
Storm Water Utility	149,456	11,618	75,844	73,612	50.75%	11,560	11,630	17,909	11,587	11,540	11,618
Investments	-	217	19,467	(19,467)	n/a	-	11,984	4,560	2,203	503	217

CITY OF MOUND  
EXPENSES - BUDGET REPORTING  
JUNE 2020

Percentage of Budget 50.00%

FUND	BUDGET	JUNE 2020 EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED	JAN	FEB	MAR	APR	MAY	JUN
<b>GENERAL FUND</b>											
Council	82,151	11,087	37,612	44,539	45.78%	8,661	2,649	9,036	1,877	4,302	11,087
Promotions	61,500	30,000	30,000	31,500	48.78%	-	-	-	-	-	30,000
City Manager / City Clerk	186,383	13,276	77,286	109,097	41.47%	18,882	13,136	5,879	13,140	12,973	13,276
Elections	18,500	160	5,320	13,180	28.76%	1	514	4,611	34	-	160
Finance	488,361	37,155	219,254	249,107	46.81%	50,995	37,877	17,535	39,160	36,532	37,155
Assessing	124,000	-	-	124,000	0.00%	-	-	-	-	-	-
Legal	100,200	740	16,345	83,855	16.31%	-	-	465	14,814	326	740
Centennial Building	53,700	4,951	15,516	38,184	28.89%	809	2,622	3,245	2,003	1,876	4,961
City Hall - Wilshire	53,300	4,939	26,031	27,669	48.84%	3,305	6,165	4,044	4,490	3,088	4,939
Computer	41,500	1,708	14,003	27,497	33.74%	3,055	3,865	4,607	770	-	1,706
Police	1,838,098	1,644	913,988	924,110	49.72%	172	911,636	172	1,644	187	1,644
Emergency Preparedness	46,380	5,394	23,098	23,282	49.80%	4,128	2,872	1,350	2,571	6,783	5,394
Planning & Inspections	488,118	33,610	171,020	317,098	35.04%	32,008	26,203	23,289	28,743	25,167	33,610
Streets	820,744	56,005	353,197	467,547	43.03%	75,134	71,596	47,583	51,776	51,103	56,005
Parks	485,436	28,829	159,341	326,095	32.82%	33,812	29,494	20,380	24,789	22,037	28,829
Transfers	623,479	37,375	399,240	224,239	64.03%	212,373	37,373	37,373	37,373	37,373	37,375
Cable TV	42,300	-	8,416	33,884	19.90%	-	-	663	7,753	-	-
Contingency	86,000	3,317	4,437	81,563	5.16%	-	-	-	1,120	-	3,317
<b>TOTALS</b>	<b>5,620,150</b>	<b>270,198</b>	<b>2,474,104</b>	<b>3,146,046</b>	<b>44.02%</b>	<b>443,335</b>	<b>1,148,002</b>	<b>180,232</b>	<b>230,590</b>	<b>201,747</b>	<b>270,198</b>

**OTHER FUNDS**

Area Fire Services	1,396,791	115,181	632,072	764,719	45.25%	144,729	95,330	90,249	99,171	87,412	115,181
Docks	142,888	1,712	15,968	126,920	11.18%	706	2,994	818	1,289	8,449	1,712
Transit District Maintenance	51,600	5,583	16,266	35,334	31.52%	905	2,749	2,631	2,379	2,019	5,583
Capital Projects	-	170,383	288,219	(288,219)	n/a	416	-	-	8,552	108,868	170,383
Capital Replacement - Equipment	340,000	-	227,224	112,776	66.83%	76,364	100,001	-	-	50,859	-
Community Investment Reserve	83,000	6,298	34,596	48,404	41.68%	-	-	-	9,832	18,466	6,298
Capital Replacement - Buildings	75,000	-	7,633	67,367	10.18%	-	-	-	-	7,633	-
Sealcoating	-	-	8,485	(8,485)	n/a	-	-	38	5,371	3,076	-
TIF 1-1-Harrison Bay	-	-	-	-	n/a	-	-	-	-	-	-
TIF 1-2 - Metroplains	-	-	-	-	n/a	-	-	-	-	-	-
TIF 1-3 - Mound Harbor	-	3,690	19,050	(19,050)	n/a	-	-	3,375	5,420	6,565	3,690
Water Utility	1,950,201	488,203	1,350,128	600,073	69.23%	332,874	120,075	129,939	124,798	154,239	488,203
Sewer Utility	2,247,011	487,168	1,447,413	799,598	64.42%	322,477	155,422	147,059	166,503	188,784	467,168
Liquor Store	641,681	59,780	506,895	134,786	78.99%	220,148	97,219	28,356	53,172	48,220	59,780
Recycling Utility	198,055	15,230	91,176	106,879	46.04%	733	15,464	15,228	29,160	15,361	15,230
Storm Water Utility	414,800	21,879	197,045	217,755	47.50%	76,407	21,089	32,590	23,591	21,489	21,879

**City of Mound**  
**BMI Engineering Hours YTD as of 6/30/20**

<b>Project</b>	<b>Hours</b>	<b>\$ Billed</b>	<b>Fund</b>	<b>Fund/Funding Source</b>
Mound/General Engineering (1/3)	81.33	6,544.17	101	General Fund/Taxes (1/3)
Mound/GIS Updates (1/4)	4.00	473.00	101	Streets/Taxes (1/4)
	<b>85.33</b>	<b>7,017.17</b>		
Mound/2018 Westedge Blvd Street/Utility	60.50	7,258.00	401	Capital Projects Fund/Bonding
Mound/Sidewalk Improvements	34.00	2,451.50	401	Capital Projects Fund/Bonding
Mound/2019 Retaining Wall Improvements	11.00	1,540.00	401	Capital Projects Fund/Bonding
Mound/2020 Retaining Wall Improvements	42.50	5,904.00	401	Capital Projects Fund/Bonding
Mound/2019 Street Utility and Retaining	499.00	61,181.50	401	Capital Projects Fund/Bonding
	<b>647.00</b>	<b>78,335.00</b>		
Mound/MSA System Update	7.00	896.00	402	Municipal State Aid for Streets (MSA Funds)
Mound/Surfside Park Improvements	323.50	41,074.00	404	Capital Projects Fund/Taxes
Mound/Swenson Park Tennis Court	24.50	3,140.50	404	Capital Projects Fund/Taxes
	<b>348.00</b>	<b>44,214.50</b>		
Mound/2019 & 2020 Crack Seal and Seal Coat	76.50	9,164.00	427	State Aid/Liquor Profits
Mound/Harbor Renaissance Redevelopment	124.00	23,191.90	475	Tax Increment Financing/Taxes
Mound/General Engineering (1/3)	81.33	6,544.17	601	Water Fees (1/3)
Mound/Commerce Blvd Watermain	485.50	60,056.00	601	Water Fees
Mound/Wellhead Protection Plan	1.00	128.00	601	Water Fees
Mound/GIS Updates (1/4)	4.00	473.00	601	Water Fees (1/4)
	<b>571.83</b>	<b>67,201.17</b>		
Mound/General Engineering (1/3)	81.33	6,544.17	602	Sewer Fees (1/3)
Mound/Bay Ridge Sewer Services	213.00	27,786.00	602	Sewer Fees
Mound/2019 Manhole Rehabilitation	12.00	1,440.00	602	Sewer Fees
Mound/2020 Lift Station Improvements	341.50	55,308.20	602	Sewer Fees
Mound/Fernside Forcemain	206.50	27,600.50	602	Sewer Fees
Mound/GIS Updates (1/4)	4.00	473.00	602	Sewer Fees (1/4)
	<b>858.33</b>	<b>119,151.87</b>		
Mound/WCA Administration	5.00	620.00	675	Storm Water Fees
Mound/BMP Pollutant Removal Assessment	4.50	503.00	675	Storm Water Fees
Mound/GIS Updates (1/4)	4.00	473.00	675	Storm Water Fees (1/4)
	<b>13.50</b>	<b>1,596.00</b>		
<b>YTD Total</b>	<b>2,731.50</b>	<b>350,767.60</b>		

**2020 MOUND FIRE DEPARTMENT ACTIVITY REPORT**  
**Emergency Response and Firefighter Hours Detail**

MONTH: **June**

City	Call Type	2020				2019			
		Month	Firefighter	YTD	YTD	Month	Firefighter	YTD	YTD
		Calls	Hours	Calls	Hours	Calls	Hours	Calls	Hours
MOUND	Fire	11	234	48	1361	9	144	42	843
	Rescue	16	350	84	1660	27	398	102	1602
	Duty Officer	0	0	9	10	2	3	7	8
MINNETRISTA	Fire	6	114	24	532	5	68	12	177
	Rescue	7	136	29	554	5	117	26	524
	Duty Officer	0	0	3	3	0	0	3	3
SHOREWOOD	Fire	0	0	2	28	0	0	0	0
	Rescue	1	18	2	29	0	0	0	0
	Duty Officer	0	0	0	0	0	0	0	0
SPRING PARK	Fire	2	30	21	442	2	37	12	217
	Rescue	6	93	36	666	9	131	47	744
	Duty Officer	1	1	1	1	1	1	4	4
MUTUAL AID	Fire	3	70	11	352	2	27	20	733
	Rescue	2	36	3	58	0	0	0	0
	Weather, Special Event, Etc.	0	0	0	0	0	0	0	0
STAND BY									
<b>Total Activity All Cities</b>	<b>Fire</b>	<b>22</b>	<b>448</b>	<b>106</b>	<b>2715</b>	<b>18</b>	<b>276</b>	<b>86</b>	<b>1,970</b>
	<b>Rescue</b>	<b>32</b>	<b>633</b>	<b>154</b>	<b>2967</b>	<b>41</b>	<b>646</b>	<b>175</b>	<b>2870</b>
	<b>Duty Officer</b>	<b>1</b>	<b>1</b>	<b>13</b>	<b>14</b>	<b>3</b>	<b>4</b>	<b>14</b>	<b>15</b>
	<b>Stand By</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL</b>	<b>55</b>	<b>1082</b>	<b>273</b>	<b>5696</b>	<b>62</b>	<b>926</b>	<b>275</b>	<b>4855</b>

Monthly Activity by Call Category	2020		2019	
	Month	YTD	Month	YTD
COMMERCIAL	3	4		
RESIDENTIAL	39	49		
OTHER (OUTSIDE/ROADWAY/LAKE/OPEN AREA/MISC)	13	9		
SERVICE CALLS (Smoke/CO Detectors)	1	0		
LEGITIMATE FIRE ALARMS	5	2		
FALSE FIRE ALARMS	0	3		

MUTUAL AID AND TRAINING/DRILL SUMMARY	2020		2019	
	Month	YTD	Month	YTD
MUTUAL AID CALLS RECEIVED	0	3	0	1
MUTUAL AID CALLS GIVEN	5	14	2	20
TRAINING/DRILL HOURS	366.5	2022	392.5	2402

# Mound Fire Department Incident Reports - Mound

June, 2020

FIRE NO.	DATE	CITY	ADDRESS	FIRE/ RESCUE	DESCRIPTION	ACTION TAKEN	FF HOURS
219	6/1/2020	Mound	50XX Shoreline Drive	Fire	Haz Cond - Wires Down	Secured Area	25
222	6/4/2020	Mound	29XX Highland Blvd	Fire	Haz Cond - Wires Down	Phone Wire-No action Needed	10
225	6/6/2020	Mound	21XX Commerce Blvd	Fire	Cooking Fire	Extinguished	24
238	6/14/2020	Mound	20XX Arbor Lane	Fire	Alarm - Fire	Burnt Food	23
242	6/15/2020	Mound	24XX Wilshire Blvd	Fire	Alarm - Fire	Set off by Fog Machine	39
253	6/20/2020	Mound	26XX Shannon Lane	Fire	Alarm - Fire	Burnt Food	15
255	6/20/2020	Mound	21XX Balsam Road	Fire	Fire - Alarm	Burnt Food	21
261	6/23/2020	Mound	20XX Commerce Blvd	Fire	Alarm - Fire	Set off by drywall dust	20
262	6/23/2020	Mound	60XX Beachwood Road	Fire	Haz Cond - Wires Arcing	Tree on Wires - Xcel Notified	22
263	6/24/2020	Mound	Bartlett & Commerce Blvd	Fire	Assist Police	Traffic Control-PD Accident	19
272	6/29/2020	Mound	59XX Ridgewood Road	Fire	Haz Cond - Wires Arcing	Nothing found in area	16
<b>Total Fire Calls</b>				<b>11</b>		<b>Total Fire Hours</b>	<b>234</b>

227	6/6/2020	Mound	53XX Shoreline Drive	Rescue	EMS	Cancelled upon arrival	18
235	6/12/2020	Mound	43XX Wilshire Blvd, #109	Rescue	EMS	Transported	21
237	6/13/2020	Mound	5341 Maywood Road	Rescue	EMS	Transported	11
240	6/15/2020	Mound	Lake Minnetonka - Priests Bay	Rescue	EMS	No incident found in area	39
241	6/15/2020	Mound	24XX Commerce Blvd	Rescue	EMS	Transported	39
246	6/16/2020	Mound	51XX Windsor Road	Rescue	EMS	Transported	26
247	6/16/2020	Mound	62XX Deerwood Road	Rescue	EMS	Unknown Transport	31
248	6/17/2020	Mound	5420 Three Points Blvd	Rescue	EMS	No Transport	17
252	6/19/2020	Mound	18XX Commerce Blvd	Rescue	EMS	Transported	14
254	6/20/2020	Mound	Fairview Lane & Dakota Regional Trail	Rescue	EMS	Unknown Transport	22
260	6/21/2020	Mound	50XX Crestview Road	Rescue	EMS	Transported	20
264	6/24/2020	Mound	21XX Old School Road	Rescue	EMS	Assist	19
268	6/27/2020	Mound	49XX Bartlett Blvd	Rescue	EMS	Transported	16
269	6/27/2020	Mound	20XX Commerce Blvd	Rescue	EMS	Transported	13
271	6/28/2020	Mound	16XX Finch Lane	Rescue	EMS	Cancelled upon arrival	14
273	6/29/2020	Mound	55XX Bartlett Blvd	Rescue	EMS	Cancelled prior to arrival	30
<b>Total Rescue Calls</b>				<b>16</b>		<b>Total Rescue Hours</b>	<b>350</b>

<b>Total Duty Officer Calls</b>				<b>0</b>		<b>Total Duty Officer Hours</b>	<b>0</b>
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<b>TOTAL FIRE, RESCUE &amp; DUTY OFFICER HOURS</b>				<b>27</b>		<b>TOTAL FIRE, RESCUE &amp; DUTY OFFICER HOURS</b>	<b>584</b>
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# Ready to Learn School Supply Drop-Off Wednesday, Aug. 5

**5213 Shoreline Drive, Mound**  
**Curbside Drop-Off \* 9 a.m. to 4 p.m.**

WeCAN will also accept school supplies Monday-Thursday,  
9 a.m. to 4:30 p.m. through August 10

## **Other collection sites include:**

**Jubilee Foods, Westonka Early Learning Center (Hilltop School), Christ Lutheran Church (Maple Plain), the City of Minnetonka Beach, Good Shepherd Church, Lyndale Lutheran Church, Mount Calvary Church (Excelsior), Mount Olive Church, Our Lady of the Lake Church, River Valley Church, St. John's Lutheran Church and St. Martin's Church.**

**Questions? Call WeCAN at 952-472-0742**

**[www.wecanmn.org](http://www.wecanmn.org)**