



CITY OF MOUND CITY COUNCIL

AGENDA

Tuesday, August 25, 2026

6:00 pm

THIS AGENDA IS SUBJECT TO CHANGE UNTIL THE START OF THE CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPT AGENDA**
4. **PUBLIC COMMENTS**
5. **CONSENT AGENDA**
 - a. Minutes of August 12, 2026, City Council Regular Meeting, Kelly 1-4
 - b. WeCan 1 Day to 4 Day Temporary On-Sale Liquor License, Kelly 5-7
 - c. Approve Resolution 26-55 Legion Post 398 Gambling Permit, Kelly 8-11
 - d. Approve Contract with Teamsters Union 2027-2030, Imihy 12-30
6. **PRESENTATIONS**
7. **PUBLIC HEARINGS**
 - a. Substantial Similar Use Request and CUP Application for 4851 Shoreline Drive, Smith 31-69
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - a. Water Treatment Facility Authorization for Bids, Dickson 70-87
10. **ANNOUNCEMENTS**
 - a. Comments/Reports from Council Members
 - b. Comment/Report from City Manager
 - c. Next City Council Regular Meeting: Tuesday, September 8, 2026, at 6:00 p.m.
11. **ADJOURN**

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.

MOUND CITY COUNCIL MINUTES
August 12, 2026

The City Council of the City of Mound, Hennepin County, Minnesota, met in regular session on Wednesday, August 12, 2026, at 6:00 p.m. in the Council Chambers in the Centennial Building.

Members present: Acting Mayor Kevin Castellano, Council Members Sherrie Pugh, Kathy McEnaney, and Michelle Herrick.

Members absent: Mayor Jason Holt

Others present: City Manager Jesse Dickson, City Attorney Scott Landsman, Senior Consulting Engineer Brian Simmons, Angela Hamilton, Sheri Wallace.

1. Call to Order

2. Pledge of Allegiance

3. Adopt Agenda

Dickson had two items to amend into the agenda, Item 5i. Mound Westonka High School Girls Hockey Association 1 Day to 4 Day Temporary On-Sale Liquor License and Item 6b. Harrison Bay Association Rain Garden and Rain Barrel presentation.

MOTION by Pugh, seconded by McEnaney, to approve the amended agenda. All voted in favor. Motion carried.

4. Public Comments

No one came forward.

5. Consent Agenda

- a. Approve Minutes of the July 28, 2026 City Council Regular Meeting, Kelly
- b. Check Registry for July 2026, Erdmann
- c. 2025 Audit Second Extension Request, Imihy
- d. PULLED
- e. PULLED
- f. PULLED
- g. PULLED
- h. Mound Westonka Hockey Association Gambling Permit, Kelly
- i. Mound Westonka High School Girls Hockey Association 1 Day to 4 Day Temporary On-Sale Liquor License, Kelly

MOTION by Pugh, seconded by McEnaney, to approve the amended consent agenda; Items 5a, 5b, 5c, 5h and 5i. All voted in favor. Motion carried.

5d. Pay Request in the amount of \$24,673.50 to KLM for construction management, supervision and inspections for Reconditioning of Well No. 8 – Hercules Tower, Prich

Castellano said items 5d., 5e., 5f., and 5g., which have been pulled from the consent agenda have all been out for bid and were planned for and the expenses will be reimbursed to the City.

MOTION by McEnaney, seconded by Pugh, to approve agenda item 5d. All voted in favor. Motion carried.

5e. Pay Request No. 3 in the amount of \$178,134.50 to Tanks Co for the Reconditioning of Well No. 8, City Project PW-26-10, Prich

MOTION by McEnaney, seconded by Pugh, to approve agenda item 5e. All voted in favor. Motion carried.

5f. Pay Request No. 6 in the amount of \$633,780.44 to Minger Construction for the Water Treatment Improvements – Phase 2, PW-25-12, Bauman

McEnaney said she would like to change the title of the of 5f. to Pay Request No. 6 in the amount of \$633,780.44 to Minger Construction for the Water Infrastructure Improvements – Phase 2, PW-25-12, Bauman

MOTION by McEnaney, seconded by Herrick, to approve the amended title for agenda Item 5f. All voted in favor. Motion carried.

5g. Pay Request No. 2 in the amount of \$428,758.22 to GMH Asphalt for the 2026 Street and Utility Improvements, PW-26-01 & PW-26-02, Bauman

Herrick asked Simmons which streets were included in 5g. Simmons said 60% of the project is completed but he didn't have the exact streets which are part of the project.

MOTION by McEnaney, seconded by Pugh, to approve agenda item 5f. All voted in favor. Motion carried

6. Presentations

a. Orono Police Department with the July 2026 Activity Report, Spencer
Sergeant Spencer was not present to give the July Activity Report.

b. Harrison Bay Association Rain Garden and Rain Barrel, Dickson

Angela Hamilton, 2137 Ashland Lane, said she is working with the Harrison Bay Association (HBA) on water quality projects.

Hamilton gave a history of the HBA water quality accomplishments:

- 252 Rain Barrels Sold
- Cardinal Lane Rain Garden installed
- HBA received a secondary grant for water quality projects
- HBA provides education information on its website

Hamilton said the secondary grant funds will mostly go to the proposed Ashland Lane rain garden site. Hamilton said the Ashland Lane site plan is not as extensive as the Cardinal Lane project. Hamilton listed recommended improvements by the HBA which include:

- Boulder reinforced berm to hold water and allow infiltration
- Native Plant buffer to increase filtration
- Utilize current slope to reduce amount of root disruption for existing trees
- Budget for project is \$7K

Hamilton said the HBA ask of the City is the following:

- Council Approval to proceed with project
- Waive permit fees
- Remove tree stumps at the site to prep site for rain garden work
- Dispose of removed plant material

Discussion was held regarding the secondary grant funds. Hamilton said the grant runs through the end of the year but could be extended into 2027.

Sheri Wallace, 2135 Overland Lane, Harrison Bay Association member, said the HBA asks the adjacent home owners of the rain garden to sign an agreement that they will maintain the rain garden before the rain garden is installed. Hamilton said the project can proceed after tree stumps are removed. Hamilton added HBA can start work on the rain garden in late September.

Dickson said a public lands permit needs to be completed and can be approved by the Council at the next Council meeting in August.

Hamilton said the HBA would like to have a rain barrel sale in 2027 and would need City assistance with handling the barrels. Hamilton asked if the City would offer a \$30 discount of each rain barrel sold to residents as it has done in the past. Wallace said the HBA rain barrel project in 2027 will be extended to other neighboring cities.

The City Council agreed to approving the rain barrel discount for the 2027 project. Simmons said Bolton and Menk gave a \$10 discount to the rain barrel sales in the past.

7. Public Hearings

8. Old Business

9. New Business

a.

10. Announcements

a. Comments/Reports from Council Members:

Council Member Pugh – Pugh said she attended five different Night to Unite events on August 4th. Pugh said the area of Old Shoreline Drive and Marion Road looks very nice. Pugh said the City needs more bike racks in the downtown business area.

Council Member McEnaney – McEnaney said she thanked residents for enduring the water treatment infrastructure construction.

Council Member Castellano – Castellano mentioned an Emerald Ash Borer grant through Hennepin County which the City has utilized in the past. Dickson said the City has been receiving this grant for the past few years. Castellano said the Music in the Park event was great. The Council discussed the possibility to expand the number of events next year. Castellano said the Budget Committee has been meeting on a weekly basis.

Council Member Herrick – Herrick had nothing to report.

Mayor Holt – Absent

b. Comments/Reports from City Manager: Dickson said he and Sarah Smith met with residents at the Music in the Park event to discuss the City Comprehensive Plan. The Council and Dickson discussed the next meeting which will include a presentation of the water treatment plant project. Simmons said there will be plans presented to the Council to deliberate at the next City Council meeting.

c. Next City Council Regular Meeting: Tuesday, September 8, 2026 at 6:00 p.m.

11. Adjourn

MOTION by McEnaney, seconded by Pugh, to adjourn at 6:59 p.m. All voted in favor.
Motion carried.

Mayor Jason R. Holt

Attest: Kevin Kelly, Clerk



City Council Item 5b.

To: Honorable Mayor and Council Members
Jesse Dickson, City Manager

From: Kevin Kelly, City Clerk

Date: August 25, 2026

Subject: WeCan 1 Day to 4 Day Temporary On-Sale Liquor License

RECOMMENDED ACTION:

MOTION TO approve a 1 Day to 4 Day Temporary On-Sale Liquor License for Western Communities Action Network (WeCan) for Open House event on October 8, 2026.

OVERVIEW

WeCan has provided the required insurance, payment, application and approval of a 1 Day to 4 Day Temporary On-Sale Liquor License.

SUPPORTING INFORMATION

- AGE 1 Day to 4 Day Temporary On-Sale Liquor License Permit Application
- Liability Insurance



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Western Communities Action Network (WeCAN)		Date of organization 05/01/1986	Tax exempt number 41-1466409
Organization Address (No PO Boxes) 5213 Shoreline Drive	City Mound	State MN	Zip Code 55364
Name of person making application Mona Horejsh - Office Manager		Business phone 952-472-0742	Home phone 612-532-8957
Date(s) of event October 8th, 2026	Type of organization ☐ Microdistillery ☐ Small Brewer ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit		
Organization officer's name Christopher Anderson	City Mound	State MN	Zip Code 55364
Organization officer's name Tina Phillips	City Maple Plain	State MN	Zip Code 55359
Organization officer's name Allyson Hammer	City Minnetrista	State MN	Zip Code 55364

Location where permit will be used. If an outdoor area, describe.
WeCAN Office - 5213 Shoreline Drive, Mound, MN 55364

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Nonprofit Insurance Trust (NIT), aggregate total is \$3M, per occurrence total is \$1M.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Mound City or County approving the license	Date Approved October 8, 2026
\$50.00 Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☒ No	City or County E-mail Address KKelly@moundmn.gov
9398 Current population of city	
Kevin Kelly Please Print Name of City Clerk or County Official	Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2026

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

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

PRODUCER

NPIA, INC. - NONPROFITS' INSURANCE AGENCY
21034 HERON WAY
STE 107
LAKEVILLE, MN 55044-8093

CONTACT NAME: MIKE STEVENS

PHONE (A/C. No. Ext): (952) 469-5963

FAX (A/C. No): 952-469-4553

E-MAIL ADDRESS: MSTEVEN@NPIAINC.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofit Insurance Trust

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Western Communities Action Network, Inc.
5213 Shoreline Dr.
Mound, MN 55364

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			PL0328-26	06/01/2026	06/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 TENANT PROPERTY DAMAGE \$10,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐			PL0328-26	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			PL0328-26	06/01/2026	06/01/2027	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		WC0328-26	01/01/2026	01/01/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	FIDELITY/EMPLOYEE DISHONESTY			PL0328-26	06/01/2026	06/01/2027	\$50,000
A	PROFESSIONAL LIABILITY			PL0328-26	06/01/2026	06/01/2027	\$1,000,000 per occurrence/\$3,000,000 aggregate
A	CYBER LIABILITY						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed as an additional insured

CERTIFICATE HOLDER

City of Mound
2415 Wilshire Blvd
Mound, MN 55364

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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City Council Item 5c.

To: Honorable Mayor and Council Members
Jesse Dickson, City Manager

From: Kevin Kelly, City Clerk

Date: August 25, 2026

Subject: American Legion Post 398 Off Site Gambling Permit

RECOMMENDED ACTION:

MOTION TO APPROVE RESOLUTION NO. 26-55 APPROVING AN OFF-SITE GAMBLING PERMIT (LG230) FOR AMERICAN LEGION POST 398 AT OUR LADY OF THE LAKE CHURCH(OLL) INCREDIBLE FESTIVAL

OVERVIEW

American Legion Post 398 has provided the required application and seeks approval of the Off-Site Gambling Permit for September 25-27, 2026 at the OLL Incredible Festival Event.

SUPPORTING INFORMATION

- LG 230 Application to Conduct Off-Site Gambling
- Resolution No. 26-55

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: American Legion Post 398 License Number: 00137-002
Address: 2333 Wilshire Blvd City: Mound, MN Zip: 55364
Chief Executive Officer (CEO) Name: John Babler Daytime Phone: 952-472-9582
Gambling Manager Name: Lani Hartig Daytime Phone: 952-472-9582

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 9/25/26 to 9/27/26

Check the type of games that will be conducted:

☐

Raffle

☒

Pull-Tabs

☐

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Our Lady of the Lake

Street address and City (or township): 2305 Commerce Blvd, Mound, MN Zip: 55364 County: Hennepin

- Do not use a post office box.

- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐

Yes If yes, a lease is not required.

☒

No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: Maggie Santori

Date: August 6, 2026

Print Lessor's Name: Maggie Santori

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>City of MOUND</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: <u>CITY CLERK</u> Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

John Butler
Signature of CEO (must be CEO's signature; designee may not sign)

9/16/26
Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**CITY OF MOUND
RESOLUTION NO. 26-55**

**RESOLUTION APPROVING APPLICATION TO CONDUCT OFF-SITE GAMBLING
FOR AMERICAN LEGION AUXILIARY POST 398**

WHEREAS, the American Legion Auxiliary Post 398 is licensed by the State of Minnesota Gambling Control Board to conduct gambling in the form of pull tabs at their 2333 Wilshire Boulevard location; and

WHEREAS, Minnesota law and rules of the Gambling Control Board allows licensees to conduct up to 12 off-site events at fundraisers and festivals each calendar year not to exceed a total of 36 days; and

WHEREAS, the American Legion Auxiliary Post 398 has submitted an application to Conduct Off-Site Gambling at Our Lady of the Lake Catholic Church located at 2385 Commerce Boulevard in Mound for three days of the Incredible Festival from September 25, 2026 through September 27, 2026; and

WHEREAS, the local government must adopt a resolution specifically approving or denying said application; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Mound, Minnesota, hereby approves the Application to Conduct Off-Site Gambling submitted by the American Legion Auxiliary Post 398, for submission to the Gambling Control Board.

Adopted by the City Council this 25th day of August, 2026.

Jason R. Holt, Mayor

Attest: Kevin Kelly, Clerk



City Council Item 5d.

To: Honorable Mayor and Council Members
Jesse Dickson, City Manager

From: Laila Imihy, AICP – Deputy City Manager

Date: August 25, 2026

Subject: 2027-2029 Labor Agreement with Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320

RECOMMENDED ACTION:

MOTION to approve the provisions of the 2027-2029 labor agreement with 2027-2029 Labor Agreement with Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320 and authorize the City Manager to execute the agreement.

OVERVIEW:

A three-year labor agreement has been reached with the Public Works bargaining unit. The contract would be in effect January 1, 2027, and remain in effect through December 31, 2029. The agreement provides a cost-of-living adjustment, targeted market adjustment, clothing and boot allowances, and licensure and certification pay to support recruitment, retention, and internal pay equity.

Primary changes include:

- **2027-2029:** 2% Market and 3% COLA adjustments.
- **Clothing Allowance:** Moving from dictating the specific clothing maintenance workers can order and instead provide a maximum amount of \$350 per year in addition to pants currently provided.
- **Boot Allowance:** Increase from \$300 to \$350 per year
- **Overtime for Emergencies:** Providing 2 hours of overtime when scheduled shifts are moved to account for plowing or other emergencies.
- **Licensure Pay:** Providing \$300 or \$500 per highest held water or sewer licensure.
- **Time Off:** Increasing the allowable compensatory time bank to increase to 80 hours, shifting vacation allowances to allow employees to accrue more quickly in the earlier career years, adjusting Christmas Eve and New Years Eve to be full day holidays, allowing one person per department to take time off during Spirit of the Lakes, and adjusting bereavement leave.
- **Unusual Circumstances:** Clarifying that outside employment is not an unusual circumstance which prevents workers from working mandatory overtime.
- **Job Postings:** Allowing the union to notify management in writing that there are no internal candidates for a posted position and removing the mandate that leads will participate in a members' exit interview.

- **Training:** Allowing members to take their own vehicle to training if the training is no more than 50 miles from Mound City Hall.
- **Lead Worker Pay:** Clarifying that Lead Worker pay does not apply to shifts for which the member has called in sick while filing in for the Lead Worker.

There were no adjustments to insurance or other benefits, and members will receive the same insurance benefits as all employees.

The agreement conforms to applicable City policies, state labor laws, and bargaining obligations under PELRA. No deviations from standard contract format or past practice are proposed.

FINANCIAL IMPACT:

It is very positive that the City was able to settle with the union prior to the preliminary levy deadline of September 30, 2026. This allows us to more accurately set the preliminary levy with the financial impact of the contract.

The previous contract was also a three-year contract, which provided increases of 9% in year one, 6% in year two, and 3% in year three.

The City currently follows a Financial Management Plan (FMP), which guides the City's budget, and available resources for the upcoming fiscal years. The FMP assumed a 4% wage increase in the General Fund and a 2% increase in the utility funds; however, the finalized collective bargaining agreement includes a 5% increase, along with additional specialty pay. Through the budget process we will address this gap within the constraints of the FMP.

The resulting 2027-2029 wage structure is comparable to peer cities and supports ongoing recruitment and retention efforts.

LEGAL CONSIDERATIONS:

The agreement is set to be ratified by the bargaining unit membership on Monday August 31, 2026. Approval finalizes the negotiated agreement. If the terms are not approved, the City may need to return to bargaining and/or proceed to mediation, which may delay implementation and impact workforce operations.

SUPPORTING INFORMATION

- 2027-2029 Teamsters 320 Collective Bargaining Agreement

LABOR AGREEMENT

between

THE CITY OF MOUND

and

**MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES' UNION,
LOCAL NO. 320**



REPRESENTING
MAINTENANCE PERSONS

JANUARY 1, 2027 - DECEMBER 31, 2029

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LABOR AGREEMENT
between
THE CITY OF MOUND
and
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL #320

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Mound, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

The intent of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes, concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form, the parties' agreement upon terms and conditions of employment, for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 3, as an appropriate bargaining unit, consisting of the following job classifications:

Maintenance Person

Lead Maintenance Person

ARTICLE 3. UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 3.1 Deduct each payroll period, an amount sufficient to provide the payment of dues established by the Union, from the wages of all employees authorizing in writing such deduction, or a "fair share" deduction, as provided in Minnesota Statutes, Section 179A.06, Subdivision 3, if the employee elects not to become a member of the Union.
- 3.2 Remit such deduction to the appropriate designated officer of the Union.
- 3.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice. For regular contract negotiations, up to two stewards will be paid regular time for meetings and discussions with City management that take place during the employee's regularly scheduled work schedule on the employer's premises. Any other union designees attending regular contract negotiations will be allowed to use unpaid union time or vacation or comp time if they wish to be compensated.

- 3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.
- 4.2 An employee who engages in a strike may have their appointment terminated by the Employer, effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 An employee who is absent from any portion of their work assignment, without permission, or who abstains wholly or in part, from the full performance of their duties, without permission from their Employer, on the date or dates when a strike occurs, is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for such action, may subsequent to such violation, be appointed or reappointed or employed or reemployed, but the employee shall be on probation for two (2) years with respect to such tenure of employment, or contract of employment, as they may have heretofore been entitled.
- 4.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which they engaged in a strike.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer, to modify, establish or eliminate.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 **Definition of a Grievance.** A grievance is a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 **Union Representative.** The Employer will recognize representatives designated by the Union, as the grievance representatives of the bargaining unit, having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and of their successors, when so designated.

6.3 **Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and, therefore, shall be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 **Procedure.** Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure.

STEP 1. An employee, claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) working days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor, as designated by the Employer. The Employer-designated representative, will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision of the Agreement allegedly violated and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union, within ten (10) calendar days, shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative, City Manager. The Employer-designated representative shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 2A. If the Employer and the Union mutually agree, a grievance unresolved in Step 2 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) calendar days following the Step 2 Employer response. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 3 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 3 within said ten (10) calendar day period shall be considered waived.

STEP 3. A grievance unresolved in Step 2 or Step 2A and appealed to Step 3 shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. If the Public Employment Relations Board begins operating in the future, the reference herein to Bureau of Mediation Services will revert back to the Public Employment Relations Board.

6.5 **Arbitrator's Authority**

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The arbitrator shall consider and decide on the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue, not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 **Waiver**

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's answer. If the Employer does not answer a grievance or an appeal thereof, within the specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

6.7 **Choice of Remedy**

If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6 or a procedure such as: Veterans Preference. If appealed to any procedure other than Step 3 of Article 6, the grievance is not subject to the arbitration procedure, as provided in Step 3 of Article 6. The aggrieved employee shall indicate, in writing, which procedure is to be utilized, Step 3 of Article 6 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article 6.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. Should a court of competent jurisdiction rule contrary to the Board of Governors of State Colleges and Universities, or if the Board of Governors is judicially or legislatively overruled, then the interpretation of the election of remedies clause referenced above will no longer apply.

ARTICLE 7. DEFINITIONS

7.1 **UNION:** The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

7.2 **EMPLOYER:** The City of Mound, Minnesota.

7.3 **UNION MEMBER:** A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

- 7.4 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 7.5 **BASE PAY RATE:** The employee's hourly pay rate, exclusive of longevity or any other special allowances.
- 7.6 **SENIORITY:** Length of continuous service with the Employer.
- 7.7 **SEVERANCE PAY:** Payment made to an employee upon termination of employment while in good standing.
- 7.8 **OVERTIME:** Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 **CALL BACK:** Return of an employee to a specific work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or an early report to an assigned shift is not a call back. An employee should respond to a call back as soon as reasonably possible. Call back time begins when an employee responds to the call, including drive time. Call backs will first be offered to full time bargaining unit members.
- 7.10 **STRIKE:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of introducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 7.11 **WORK YEAR:** The work year shall consist of 2,080 hours and shall run from 12:01 a.m., January 1 through 12:00 Midnight, December 31.
- 7.12 **ON-CALL TIME:**(See 12). Time that an employee is required to be available for an immediate response by telephone, in person, or electronically, and must respond in an appropriate time period and manner when the situation requires a personal response.
- 7.13 **WORK TIME:** Time that employees are required to be on the employer's premises, or at a workplace designated by the employer. Should an employee respond by telephone or electronically to an employer need, time spent responding is also work time for any response requiring ten (10) or more minutes but will not qualify as a call back. Compensation begins when the employee reports to the work site and can include time spent walking to a workstation or putting on protective gear and then washing or cleaning after work. Compensation for hours worked will not include time spent coming to work or returning home, unless responding to a call back, or for other activities that are not closely related to the work.
- 7.14 **PYRAMIDED HOURS:** (See 10.3). For the purpose of computing compensation, the employee will not be paid twice for the same hours worked. If the employee is paid two (2) hours for one (1) call-back, the full two hours must expire before another two (2) hours of callback can be paid for a separate occurrence.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Mound. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provision

shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. WORK SCHEDULE

- 9.1 The sole authority in work schedules is the Employer. The normal workday for any employee shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday. The Bargaining Unit may opt to propose a seasonal schedule which would include four (4) ten (10) hour days and / or a start time as early as 6 a.m. for consideration and approval by the City. The City will not unduly deny so long as minimum staffing levels are maintained Monday – Friday. Any seasonal schedule will be approved through a Memorandum of Agreement and reviewed annually.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis, other than the normal 7:00 a.m. - 3:30 p.m. day. The Employer will give 48-hours advance notice to the employee affected by the establishment of workdays different from the employee's normal eight (8) hour workday.
- 9.3 The 48-hour advance notice requirement shall not apply to emergencies, snow-related events, early call outs or shift extensions. In these events, the first (2) hours of these shifts will be considered overtime and the remaining six (6) will be worked as regular time. The employee will be given the option of extending the eight (8) hour shift and can work up to three (3) additional hours of overtime, with supervisor's approval. The supervisor retains the right to require or allow additional overtime in these situations.
- 9.3 In the event that work is required because of unusual circumstances, such as, but not limited to, fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee, working other than the normal workday, be scheduled to work more than eight (8) hours. However, each employee has an obligation to work overtime on call backs, if requested, unless unusual circumstances prevent them from so working. Scheduled outside employment, which conflicts with a call back is not considered unusual circumstances.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10. OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours, within a twenty-four (24) hour period, except for shift changes, or more than forty (40) hours within a seven (7) day period, will be compensated for at one and one-half (1½) times the employee's regular base pay rate. All work performed on Sundays shall be compensated for at two and one-half (2½) times the employee's regular base pay rate, unless Sundays fall within the provisions of Article 9, 9.4.
- 10.2 The City will offer unplanned or unscheduled overtime to the member who was assigned and fulfilled the On Call shift of the preceding weekend (ARTICLE 12. On Call Pay). Scheduled or planned overtime will be offered to the most senior member of the department normally functionally responsible for the task.
- 10.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.4 Holiday pay shall be paid at a rate three and one-half (3½) times the employee's regular base pay rate.

- 10.5 Comp time is accrued at the overtime rates as described above in Section 10.1 and 10.4 for each hour of overtime or holiday worked. At no time will any employee be allowed to accrue more than eighty (80) hours of comp time. The employee may request the use of accumulated comp time at any time. The City will attempt to allow the employee to take the time off within a reasonable time of the request unless the operations of the department will be unduly disrupted by the employee's absence.

ARTICLE 11. CALL BACK

- 11.1 An employee called in for work at a time other than their normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1½) times the employee's regular base pay rate, except on Sunday when it shall be two and one-half (2½) times the employee's regular base pay rate or on holidays when it shall be three and one-half (3½) times the employee's regular base pay rate.

- 11.2 The City will first attempt to contact the employee assigned and who fulfilled the preceding weekend "on call" period for any callback work required. Should additional personnel or skills be needed to complete the required tasks, the City will call back additional personnel based upon the department normally functionally responsible for the task.

When the domicile of the "on call" employee does not allow for timely response and immediate action is required, the City will contact a member of the department normally functionally responsible for the task while the "on call" employee is in route.

If the employee assigned the preceding weekend "on call" period is non-responsive after two (2) attempts; the City will contact a member of the department normally functionally responsible for the task.

Should the department normally functionally responsible for the task be unable to assist, the City will extend offers to bargaining unit members in the other two (2) departments.

- 11.3 All employees who answer after hour phone calls/texts or other communications shall receive a minimum of thirty minutes' pay at employee's regular rate of pay.

ARTICLE 12. ON CALL PAY

- 12.1 If an employee is assigned to be "on call" for a twenty-four (24) hour period (over weekends, holidays or other specifically assigned periods), the employee shall remain available for an immediate response by telephone, in person, or electronically.

- 12.2 Employees need not live within a certain distance of their work site, however, must be in route within ten (10) minutes when the situation requires an in-person response. Individuals on call will carry an on call cell phone and be the first person requested to respond to an employer need at the work site.

- 12.3 Only full-time employees who volunteer to be on the rotating list, by seniority, shall work on call. On call employees may swap or change on call rotations at their liberty provided they update the master list and Supervisor prior to the close of business of the day prior to the start of the on-call period. Individuals need not be a Lead Maintenance Person to qualify for on call rotation.

- 13.4 The employee will receive two (2) hours of pay at one and one-half (1-1/2) times the employee's regular base pay rate if on a weekday evening and will receive four (4) hours of pay at one and one-half (1½)

times the employee's regular base pay rate if on Saturday; at two and one-half (2½) times the employee's regular base pay rate if on Sunday; and at three and one-half (3½) times the employee's regular base pay rate if on an approved holiday (Article 20).

ARTICLE 13. LEGAL DEFENSE

- 13.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision, may not receive legal defense by the municipality.
- 13.2 Any employee who is charged with a traffic violation, ordinance violation, or criminal offense, arising from acts, performed within the scope of their employment, when such act is performed in good faith, as defined in Minnesota Statutes, Chapter 466, Section 466.07 and under direct order of their supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee, in defending against such charge.

ARTICLE 14. DISCIPLINE

- 14.1 The Employer will discipline employees for "just cause" only. Discipline will be in the form of:
 - A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 14.2 Reprimands, suspensions, demotions and discharges will be in written form.
- 14.3 Written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.
- 14.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

At the request of the employee, oral reprimands will be removed after twelve (12) months and written reprimands will be removed after twenty-four (24) months provided there has been no similar disciplinary action taken against the employee during this period. This paragraph does not apply to discipline involving sexual harassment and discrimination based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.
- 14.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 14.6 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 6.

ARTICLE 15. SENIORITY, LAYOFF & RECALL

- 15.1 **Seniority** will be the determining criterion for transfers, promotions and layoffs, only when all other qualification factors are equal.

- 15.2 **Layoff Application.** An employee on layoff shall retain their seniority and right to recall within classification in seniority order for a period of two (2) years after date of layoff.
- 15.3 **Layoff.** In the event the City of Mound determines to reduce a position or positions, employees shall be laid off with at least two (2) weeks notice, in inverse order of seniority within areas of classification. A senior employee shall not be placed on layoff while a junior employee on the seniority list occupies a position with the same or lower grade, providing the senior employee has the qualifications to satisfactorily perform the job.
- 15.4 **Recall.** Employees shall be recalled in order of seniority for a position within the same classification held prior to layoff available for a qualified employee on layoff. The Employer shall mail, by certified mail, the notice to such employee who shall have fourteen (14) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the City Manager within such fourteen (14) calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement of employment rights. The employee must accept the first offer of hiring at same classification from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the employee was laid off. However, once an employee is offered a lower classification position and refuses such offer, only higher classification positions need be offered.

ARTICLE 16. PROBATIONARY PERIODS

- 16.1 All newly hired employees will serve a one (1) year probationary period.
- 16.2 All existing employees will serve a six (6) month trial period in any job description in which the employee has not served a probationary period.
- 16.3 At any time during the probationary period (16.1) a newly hired employee may be terminated at the sole discretion of the Employer.
- 16.4 At any time during the trial period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer or upon request of the employee if within thirty (30) days of transfer.

ARTICLE 17. SAFETY

The Employer and Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to form a Safety Committee to help advise the Employer of any unsafe conditions that exist or need attention. The Supervisors shall serve as this Committee.

ARTICLE 18. JOB POSTINGS

- 18.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:
- A. Have the necessary qualifications to meet the standards of the job vacancy; or
 - B. Have the ability to perform the duties and responsibilities of the job vacancy.

- 18.2 Employees filling a higher job class, based on the provision of this Article shall be subject to the conditions of Article 16, Probationary Periods.
- 18.3 The Employer has the right of final decision in the selection of employees to fill posted jobs, based on qualifications, abilities and experience. Personnel records and prior performance can be considered.
- 18.4 Job vacancies, within the designated bargaining unit, will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies. The bargaining unit may make the Employer aware in writing that there are no interested members, and the position may be posted externally prior to the five (5) day period.
- 18.5 The Lead worker will participate on the hiring team which means they will sit in all interviews and selection decisions during the hiring process. Should an exit interview take place, the lead worker may also participate in said interview at the request of the employee.

ARTICLE 19. INSURANCE

- 19.1 The Employer agrees to contribute to hospitalization/major medical insurance for each full-time employee from the first of the month following thirty (30) days of continuous employment. The Employer agrees to contribute \$1,150.00 per month toward the cost of single coverage from the first of the month following thirty (30) days of continuous employment for each full-time employee who elects single coverage under this agreement and \$1,500.00 per month toward the cost of dependent coverage from the first of the month following thirty (30) days of continuous employment for each full-time employee who elects dependent coverage under this agreement. Any additional costs for such coverage shall be paid by the employee through payroll deduction. Employees must be enrolled in one of the Employer's group health insurance plans in order to be eligible to receive Employer's contribution to health insurance. Employees who opt-out of the health insurance plan will receive a monthly payment in lieu of \$300.00 during the length of this contract. Any excess of Employer contribution to health insurance and the cost of the premium may be used to fund the employee's Health Savings Account (HSA) to the maximum allowed by the IRS, or towards the purchase of a voluntary supplemental insurance plan offered by the Employer.
- 19.2 The Employer agrees to pay the full premium payment for a thirty-thousand-dollar (\$30,000) life insurance policy and a long-term disability insurance policy for each full-time employee, from the first of the month following thirty (30) days of continuous employment.
- 19.3 The Employer agrees to pay the full premium for dental insurance coverage for each full-time employee who elects employee only coverage from the first of the month following thirty (30) days of continuous employment. The Employer agrees to contribute up to the equivalent of the employee-cost per month for family coverage from the first of the month following thirty (30) days of continuous employment for each full-time employee who elects family coverage.
- 19.4 When the City of Mound offers a Health Care Savings Plan, the pertinent language stated in the City Personnel Policy will apply to employees covered under this contract.

Short Term Disability Insurance: When the City of Mound offers a Short-Term Disability Insurance Plan, the pertinent language stated in the City Personnel Policy will apply to employees covered under this contract.

Long Term Disability Insurance: When the City of Mound offers an upgrade to the Long-Term Disability Insurance Plan, the pertinent language stated in the City Personnel Policy will apply to employees covered under this contract.

- 19.5 Employees shall be able to review all Insurance policies before the Employer incorporates any policy.
- 19.6 Employees shall accrue fringe benefits at the full-time rate if unpaid time does not exceed eight (8) hours per week for up to six weeks per calendar year. If unpaid time exceeds eight (8) hours per week for six (6) weeks in a calendar year, vacation leave, sick leave, and insurance benefits will be prorated based on the number of paid hours. While on leave of absence without pay, the employee shall not be entitled to accrue vacation leave, sick leave, receive insurance benefits, or earn seniority.

ARTICLE 20. HOLIDAYS

- 20.1 The Employer agrees to provide the following paid holidays:

New Years' Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	The Day after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Years Eve Day
Labor Day	One (1) Floating Holiday

- 20.2 If any of the above holidays fall on a Saturday, the preceding Friday shall be the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be the holiday.
- 20.3 Any employee required to work on a holiday shall receive three and one-half (3½) times their hourly rate for all hours worked.

ARTICLE 21. VACATION SCHEDULE

- 21.1 Employees shall accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Hours Earned Per Pay Period</u>	<u>Number of Days Per Year</u>
0-3	3.077	10
4-8	4.616	15
9-14	6.154	20
15-19	7.693	25
20-24	8.308	27
25+	9.230	30

- 21.2 Vacation leave may only be used to the extent that it is earned.
- 21.3 An employee can bank up and carry over 240 hours of earned vacation from one calendar year to the next.
- 21.4 At the time of termination or retirement, payout of all accrued vacation and/or compensatory time will be paid out according to the Personnel Policy.

21.5 One (1) employee from each division may take vacation during the annual Spirit of the Lakes festival

ARTICLE 22. SICK LEAVE, FAMILY MEDICAL LEAVE ACT (FMLA) AND PAID FAMILY MEDICAL LEAVE ACT (PFML)

- 22.1 Sick leave shall be accumulated at the rate of one (1) day per month. Each permanent full-time and probationary full-time employee shall earn sick leave at the rate of one (1) day per month for each month of full-time employment with the City or 3.693 hours per pay period. There shall be no limit on the maximum accumulation of sick leave.
- 22.2 Sick leave shall be used for absences due to illness, injury, disability, exposure to contagious disease (where such exposure would endanger the health of others the employee comes into contact with), or the necessity of medical or dental care or safety leave of the employee or other family member as defined in Minn. Stat. § 181.9413 as amended and the Minnesota Parenting Leave Act (Minn. Stat. 181.941 - 181.944 as amended.).
- 22.3 Employees claiming sick leave may be required to file competent written evidence that he/she has been absent as authorized above, or if more than three (3) days, that the employee has been under treatment and supervision of a doctor or dentist who recommends work not be performed. If the employee has been incapacitated for the period of their absence or a major part thereof, the employee may be required to provide evidence that he/she is again physically able to perform their duties.
- 22.4 The FMLA and PFML language stated in the Personnel Policy will apply to employees covered under this contract.

ARTICLE 23. SEVERANCE PAY

- 23.1 The following is the severance pay schedule, based upon accumulated sick leave, which shall become effective for all full-time employees upon reaching tenure of five (5) years (60 months).

After 5 years of service	53%
After 10 years of service	59%
After 15 years of service	66%
After 20 years of service	73%
After 25 years of service	80%

- 23.2 Sick leave shall be paid to the Health Care Savings Plan in accordance with the Personnel Policy. The bargaining unit may present and propose changes to the City for the distribution of the existing Health Care Savings Plan benefit.
- 23.3 An employee who is discharged from employment for just cause shall not be entitled to severance pay under this Article.

ARTICLE 24. FUNERAL LEAVE

- 24.1 Funeral leave for a spouse or child not to exceed five (5) days will be allowed. Funeral leave for immediate family not to exceed three (3) days will be provided. "Immediate family" is defined as mother, father, siblings, children of siblings, grandparents and grandchildren and spouse's mother, father, siblings, children of siblings, children, grandparents and grandchildren. If more than three (3) days are required,

the employee may choose to deduct the extra days over three (3) from either vacation leave or accumulated sick leave.

ARTICLE 25. UNIFORMS

- 25.1 Medium weight denim jeans provided through a uniform service to include laundering, mending, and replacement if determined unserviceable in sufficient quantities to ensure proper appearance and hygiene for employees as made necessary by the turn-around cycle of the service provider.
- 25.2 The City agrees to provide \$350 to each Employees for the purchase of work uniforms. All purchased uniforms must have the City logo visible. The City will cover the cost of embroidery to the uniforms purchased through the City. Employees are required to maintain these items to ensure serviceability and appropriate appearance.
- 25.3 Employees must wear medium-weight jeans, pants or shorts without rips, tears or other embellishments. Collar shirts, t-shirts, sleeveless shirts with hemmed sleeves, sweatshirts and/or jackets appropriate for the prevailing work environment must be worn at all times. When wearing shorts, Employees must have a pair of pants that can be changed into if necessary.
- 25.4 High-visibility vests will be supplied by the Employer as required and in quantity to ensure serviceability to meet OSHA work-zone visibility requirements.
- 25.5 Daily wear boots appropriate for the prevailing work environments will be reimbursed one pair per year under a voucher system not to exceed \$350.00 per year or may be charged at a pre-authorized vendor if the grand total of the transaction is less than \$350.00. Safety toe and chain saw boots will be purchased by employer as needed.
- 25.6 Laundering facilities will be maintained in the shop space for employee use.

ARTICLE 26. TRAINING AND LICENSES

- 26.1 The City will reimburse via voucher or pay direct all registration and renewal fees, tuition, courseware costs, per diem, and lodging costs associated with fulfilling mandatory licensing and certifications as determined by the City. If course, conference, expo, or symposium registration includes availability of meal-appropriate food, per diem will not be paid.
- 26.2 Employees may take their own vehicle to and from pre-approved training activities located within 50 miles of Mound City Hall. Mileage will be paid at the IRS rate from Mound City Hall to the destination. Travel time when using a personal vehicle will not be paid. Should a City vehicle not be available, mileage will be paid at the IRS rate.
- 26.3 Employees who have and maintain a valid class D water or class SD wastewater system operators license will receive \$300 per year per certification. Upon verification of licensure, the additional compensation shall be pro-rated monthly and compensated on the first pay period of December in the calendar year or upon separation.
- 26.4 Employees who have and maintain a valid class C water or class SC wastewater system operators license will receive \$500 per year per certification. Upon verification of licensure, the additional

compensation shall be pro-rated monthly and compensated on the first pay period of December in the calendar year or upon separation.

- 26.5 Employees will be paid only for the highest level of licensure for which they hold a valid license.

ARTICLE 27. EYE EXAMINATIONS AND SAFETY GLASSES

- 27.1 The Employer agrees to pay up to fifty dollars (\$50.00) in each twenty-four (24) month period of full-time employment toward an eye examination or the purchase of prescriptive eyewear for each full-time employee.
- 27.2 The Employer agrees to pay the cost of single correction safety glasses, with employee paying the difference for any upgrades for correction or other features that exceed the basic.

ARTICLE 28. WORKING OUT OF CLASSIFICATION

- 28.1 Any employee designated by the Employer to work at a higher job classification shall be paid at the higher Lead Maintenance Person rate of pay for the duration of the assignment. Upon completion of the assignment, the employee shall revert to their original or assigned pay rate. Designations shall not be based upon seniority.
- 28.2 The City agrees to fill pre-planned absences exceeding two (2) consecutive shifts with an out-of-classification temporary fill. This will not apply to unplanned or day-of absences even when sequential if they are announced day-by-day on the day of.
- 28.3 An Employee designated by the Employer to work at a higher job classification shall not be paid at the higher Lead Maintenance Person rate of pay for sick time during the assignment.

ARTICLE 29. WAGES

- 29.1 2027-2029 - 2% Market Adjustment and an additional + 3% COLA,

<u>Maintenance Person</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>
Start	\$33.05	\$34.71	\$36.44
After 12 Months	\$36.56	\$38.39	\$40.31
After 24 Months	\$40.44	\$42.46	\$44.58
 <u>Lead Maintenance Person</u>	 <u>1/1/2027</u>	 <u>1/1/2028</u>	 <u>1/1/2029</u>
Start	\$43.72	\$45.91	\$48.20
After 12 Months	\$45.31	\$47.57	\$49.95

- 29.2 Upon signatures of a new contract, only current active employees will receive back pay and benefits for the hours they worked in the new contract term.

ARTICLE 30. WAIVER

- 30.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations, regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 30.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any term or condition of employment not removed by law, from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union, each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both the parties at the time this Agreement was negotiated or executed.

ARTICLE 31. NON-DISCRIMINATION

- 31.1 Neither the Employer nor the Union shall discriminate against any employee because of Union membership or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.
- 31.2 The Employer will take such actions as are necessary to comply with the Americans With Disabilities Act in order to reasonably accommodate an employee. When a reasonable accommodation is required or requested, the Employer will meet and discuss reasonable accommodation options with the employee and the Union before the Employer takes action.

ARTICLE 32. DURATION

This Agreement shall be effective as of January 1, 2027 and shall remain in full force and effect until December 31, 2029.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20__.

FOR THE CITY OF MOUND

FOR MINNESOTA TEAMSTERS PUBLIC
& LAW ENFORCEMENT EMPLOYEES'
UNION, LOCAL #320

Mayor

Business Agent

City Manager

Steward



Department:
Community Development

City Council Item 7a.

To: Honorable Mayor and Council Members
Jesse Dickson, City Manager

From: Rita Trapp and Mia Colloredo-Mansfeld, Consulting Planners
Sarah Smith, Community Development Director

Date: August 19, 2026

Subject: Executive Summary Report
4851 Shoreline Drive (Planning Case No. 26-04)
Request for Substantial Similar Use Determination to Consider
Boat/Marine Service and Maintenance as “Automotive Repair, Minor Use”
and Conditional Use Permit (CUP) to Allow Boat/Marine Sales to Include
Outdoor Sale/Display

RECOMMENDED ACTION:

MOTION to approve Resolution No. 26-57 approving request for substantially similar use determination for the property at 4851 Shoreline Drive (Planning Case No 26-04)

MOTION to approve Resolution No. 26-58 approving request for a conditional use permit for boat and marine sales and open lot sales for property at 4851 Shoreline Drive (Planning Case No 26-04).

OVERVIEW

The applicant, Stewart's Boat and Board Shop, is requesting a Conditional Use Permit (CUP) for a proposed boat and marine sales and substantially similar use determination for related service and maintenance activities use at 4851 Shoreline Drive. The applicant is also requesting consideration that the proposed boat/marine service use for the property is substantially similar to “Automobile Repair, Minor,” which is a permitted use in the MU-C District. A CUP is requested as both Boat and Marine Sales and Open Sales Lot and Outdoor Sales Display are listed as conditional uses in the MU-C District.

The proposed concept includes indoor sales and showroom space, accessory retail, and enclosed service bays. The applicant is proposing to use the southern portion of the lot for temporary outdoor storage and staging of boats that are being serviced or are stock inventory.

The building on the property has two units. The applicant is proposing to be the tenant for the unit on the west side of the building. The property owner, Pine West, LLC, is proposing to use the east unit for office uses relating to property management and administration and for personal storage.

SUPPORTING INFORMATION

- The Planning Report and supporting information about the requests are included as an attachment to the Executive Summary Report.

PUBLIC HEARINGS AND NOTIFICATION

According to City Code, the City Council is required to hold the public hearing for review of the conditional use permit (City Code Section 129-38). The City Council public hearing notice was published in The Laker Newspaper on August 8, 2026. Notice of the City Council public hearing to be held on August 25, 2026 was posted on the bulletin board and on the City website on August 4, 2026. Notice was mailed to all property owners in the project area located within 350 feet of the proposed affected property per Hennepin County property information on August 5, 2026 to inform them of the application and the scheduled public hearing for the CUP and consideration of the Substantial Use Determination by the City Council to be held at its August 25th meeting. The letter also included a copy of the City Council public hearing notice.

PLANNING COMMISSION REVIEW AND RECOMMENDATION

The Planning Commission considered the requests at its August 18, 2026 meeting. There were no members of the public who spoke regarding the request. Draft meeting minutes from the August 18, 2026 meeting are attached for your review. In its review, the Planning Commission discussed potential noise impacts from the service component of the use and asked applicants about the seasonality of the business. The applicant provided information and comparisons for the expected noise levels from the business, noting that the distance of the service bays to the edge of the property provides additional buffer for the noise. The applicant noted they spoke with the neighbor across Bartlett Boulevard who had no concerns about the business. The applicant stated that their business would operate year-round, but they expect the winter to be a quieter season as many boats are winterized and there will be a lesser need for service and maintenance.

After discussion, the Planning Commission voted unanimously to recommend approval of both the requested substantial similar use determination and conditional use permit requests.

ADDITIONAL COMMENTS

- The updated parking plan discussed at the August 18th Planning Commission meeting has been included as an attachment to the Executive Summary Report.
- The property is addressed as 4851 Shoreline Drive in the Hennepin County Property Information system. The property owner has indicated that the lease for the west half of the building has an address of 4853 Shoreline Drive. An address assignment notification may need to be undertaken by the City.
- Information received from the applicant following the Planning Commission meeting is that a total of 4 or 5 boats can fit inside depending on the particular model sizes, etc. There would likely be a combination of 2 or 3 boats for sale and 2 being serviced.

**CITY OF MOUND
RESOLUTION NO. 26-57**

**APPROVING REQUEST FOR SUBSTANTIALLY SIMILAR USE
DETERMINATION FOR PROPERTY AT 4851 SHORELINE DRIVE
(PLANNING CASE NO 26-04)**

WHEREAS, the applicants, Katie and Rob Stewart of Stewart's Boat and Board Shop, are proposing to repurpose the west unit of the building at 4851 Shoreline Drive for use as a boat and marine sales and service business; and

WHEREAS, as part of the proposed use, the applicants seek to conduct minor repair and servicing of boats; and

WHEREAS, City Code Sec. 129-71 (a) (*Allowed use*) states that a use needs to be listed as a permitted, conditional or accessory use or it is not allowed unless a substantially similar use determination is made pursuant to the requirements in City Code Sec. 129-71 (b); and

WHEREAS, while boat and marine sales are listed as a conditional use in the Mixed Use Corridor District, boat and marine service is not listed. As provided for in City Code Section 129-71 (b), the applicant requested a determination that boat and marine service use is a "substantially similar use" to automotive repair, minor, which is a permitted use in the Mixed Use Corridor District; and

WHEREAS, Per City Code Sec. 129-2, "Automotive repair, minor", is defined as follows:

Automobile repair, minor, means the replacement of any part or repair of any part which does not require the removal of the engine head or pan, engine, transmission or differential; incidental bodywork and fender work, minor painting and upholstery service when said service stated in this definition is applied to passenger automobiles and trucks not in excess of 7,000 pounds gross vehicle weight.

; and

WHEREAS, the applicant submitted supporting information to help outline the proposed business operation intended for the building and provided a written request for a substantially similar use determination; and

WHEREAS, details regarding the substantially similar use request from the applicant are contained in the Planning Report dated August 13, 2026 for the August 18, 2026 Planning Commission meeting, the August 18, 2026 Planning Commission meeting draft minute excerpts, the Executive Summary Report

dated August 19, 2026 for the August 25, 2026 City Council meeting and the submitted request and supporting materials from the applicant; and

WHEREAS, at its August 18, 2026 meeting the Planning Commission considered the request from the applicant and unanimously recommended that the proposed boat and marine repair use is substantially similar to automotive repair, minor; and;

WHEREAS, the City Council's decision on the request was made within the timelines included in Minnesota Statutes 15.99.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mound, Minnesota does hereby incorporate and restate the recitals set forth above and approve the substantially similar use determination for the property at 4851 Shoreline Drive to allow the boat and marine service use as it is substantially similar to automotive repair, minor, a permitted use in the Mixed Use Corridor District, based on the following findings:

1. Business activities included in boat and marine maintenance and repairs are in line with the definition of minor automobile repair.
2. The boat and marine repair component of the proposed use are carried out in the same type of setting as minor automobile repair.

Adopted by the City Council this 25th day of August, 2026.

Jason R. Holt, Mayor

Attest: City Clerk Kevin Kelly

**CITY OF MOUND
RESOLUTION NO. 26-58**

**APPROVING REQUEST FOR A CONDITIONAL USE PERMIT FOR BOAT
AND MARINE SALES AND OPEN LOT SALES FOR PROPERTY AT 4851
SHORELINE DRIVE (PLANNING CASE NO 26-04)**

WHEREAS, the applicants, Katie and Rob Stewart of Stewart's Boat and Board Shop, have submitted a conditional use permit application to allow the use of the property for boat and marine sales, open lot sales, accessory retail, and boat and marine service; and

WHEREAS, the property at 4851 Shoreline Drive is zoned Mixed-Use Commercial (MU-C); and

WHEREAS, boat and marine sales and open lot sales are conditional uses in the MU-C District, while general retail is a permitted use; and

WHEREAS, boat and marine service was determined to be a substantially similar use to minor automotive repair in Resolution No. 26-57, and minor automotive repair is a permitted use in the MU-C District; and

WHEREAS, details regarding the requested application are contained in Planning Report No. 26-04, the draft August 18, 2026 Planning Commission meeting minutes, the Executive Summary Report dated August 19, 2026 for the August 25, 2026 City Council Meeting, and the submitted materials from the applicant; and

WHEREAS, the Planning Commission reviewed the conditional use permit amendment application at its August 18, 2026 meeting and recommended Council approval, subject to conditions; and

WHEREAS, the City Council held a public hearing at its August 25, 2026 meeting to receive public testimony on the proposed conditional use permit application; and

WHEREAS, the City has considered the proposed project as it might affect public health, safety or welfare and will be imposing conditions upon the approval addressing these considerations; and

WHEREAS, the City Council's decision on the conditional use permit amendment application was made within the timelines included in Minnesota Statutes 15.99.

WHEREAS, the City Council reviewed the requested conditional use permit at its August 25 meeting and determined that the approval would allow the property to be used in a reasonable manner; and

WHEREAS, in granting approval, the City Council hereby makes the following findings of fact:

1. The criteria in Sec. 129-38 (a) of the City Code are met.
2. Boat and marine sales, minor marine repair, and accessory sales are valuable services in the Mound community and are compatible with the character of Mound as a lakeshore community.
3. The activities included in the conditional use permit are aligned with the purpose of the MU-C District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mound, Minnesota does hereby incorporate and restate the recitals set forth above and approves the conditional use permit for the property at 4851 Shoreline Drive, as described in Exhibit A, with the following conditions:

1. All petroleum products and hazardous materials shall be disposed of in accordance with state regulations.
2. All repair and service activities shall be completed within the building, including storage of parts and supplies.
3. All boats must be parked in a designated boat parking stall as shown on the site plan.
4. Any proposed signage shall meet the requirements of the City of Mound Code Chapter 119 and obtain the required permits including, but not limited to, a sign permit, a building permit, and an electrical permit.
5. Any future building or site alteration project on the property shall be evaluated to determine whether an amendment to the CUP is needed, which shall be the responsibility of the property owner and/or applicant.
6. The applicant shall be responsible for payment of all costs associated with the conditional use permit application.
7. The applicant shall be responsible for securing all required local, state, and federal permits, licenses and approvals.
8. The applicant shall be responsible for recording the resolution(s) with Hennepin County unless the City is requested to record the resolution with

the involved fee to be deducted from the submitted escrow. The applicant is advised that the resolution(s) will not be released for recording until all conditions have been met.

9. The applicant shall contact the Building Official to discuss the need for permitting and a change of occupancy for the proposed uses in the building.
10. The applicant shall contact the Metropolitan Council Environmental Services for a SAC determination for the proposed uses in the building.

Adopted by the City Council this 25th day of August, 2026.

Jason R. Holt, Mayor

Attest: City Clerk Kevin Kelly

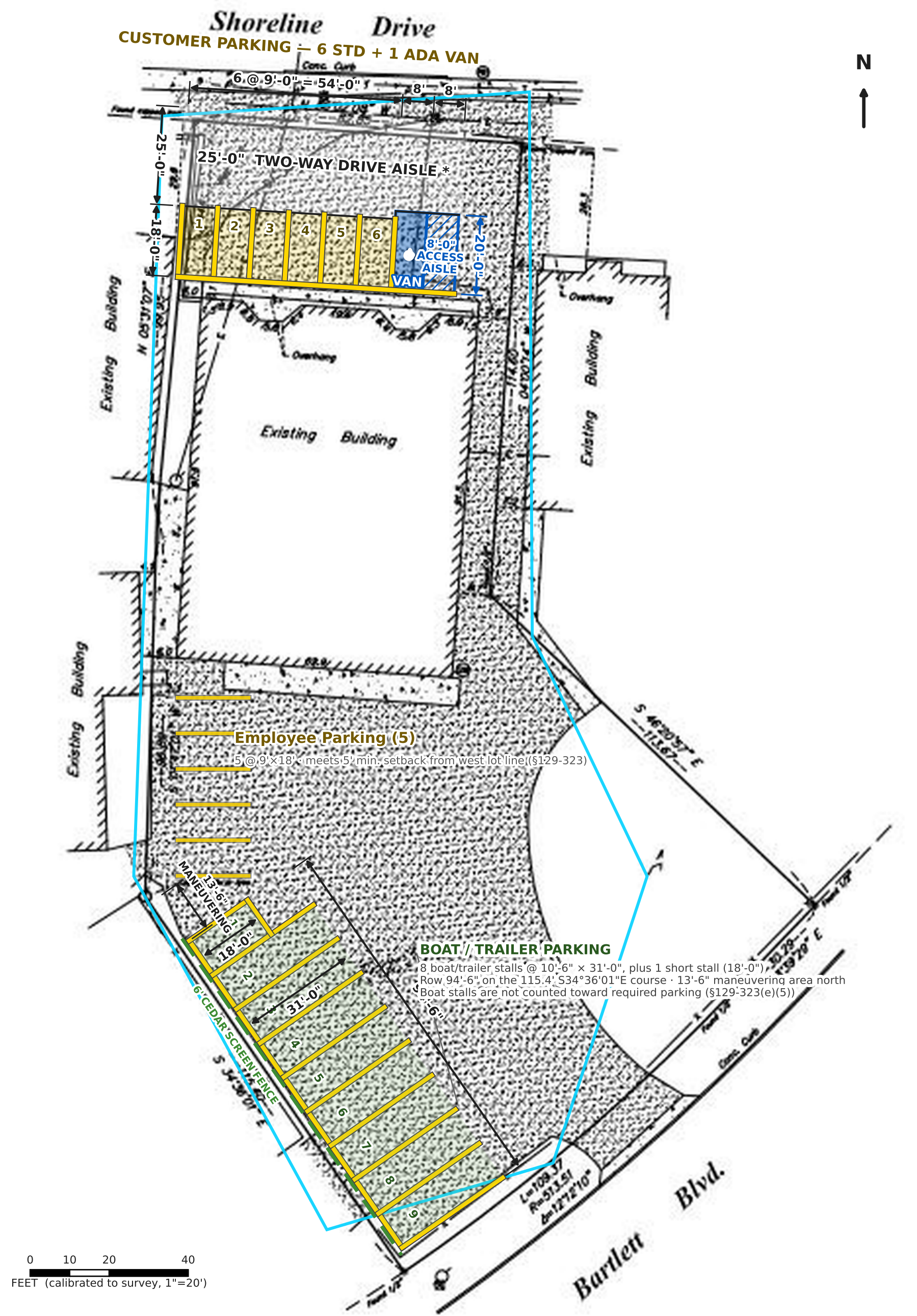
Exhibit A

(- to be inserted -)

4851 / 4853 SHORELINE DR, MOUND — DIMENSIONED PARKING (CONCEPT)

On 2026 Certificate of Survey at survey scale 1"=20'.

Std 9'×18' (§129-323(c)(1)) · ADA van 8'×20' + 8'/96" full-length aisle (Ord. 07-26) · Boat/trailer 10'6"×31' · Aisle 25' min (§129-323).



REQUIRED PARKING: 12 — 6 customer + 1 ADA van + 5 employee. Plus 9 rear stalls (8 boat/trailer + 1 short), not counted — §129-323(e)(5).

EXAMPLE / CONCEPT — not a survey. Final dimensioned striping plan by Ash

* Front strip: 18' stall + 25' aisle = 43', fits to the outer front line (43.4') only; if the inner (40.3') is the CSAH 15 R/W (Plat 68), aisle encroaches ≈2.7'.

MEETING MINUTES (DRAFT) EXCERPTS
RESCHEDULED/SPECIAL PLANNING COMMISSION
AUGUST 18, 2026

1. Call to Order

Chair Goode called the meeting to order at 6:00 p.m.

2. Roll Call

Members present: David Goode, Nick Rosener, Kristin Young, Kathy McEnaney and Samantha Wacker

Members absent: Drew Heal and Jason Baker

Staff present: Sarah Smith, Kate Vogt, Johnny Menhennet, Rita Trapp and Mia Colloredo-Mansfeld

Others present: Katie Stewart, 4680 Palmer Court; Brody Savoic, 4340 Hickory Trail, Jan Guenther, 5185 North Arm Road; Katie Stewart, 4680 Palmer Court; Rob Stewart, 4680 Palmer Court and Tyler Stewart, 4680 Palmer Court.

6. Board of Adjustment and Appeals

Review/Discussion/Recommendation – Planning Case No. 26-04

Substantial Similar Use Determination and Conditional Use Permit for Boat/Marine Sales and Service/Maintenance at 4851 Shoreline Drive

Planning Consultant Mia Colloredo-Mansfeld presented the conditional use and substantial similar use permit application for 4851 Shoreline, a through lot with access on both Bartlett Boulevard and Shoreline Drive. The applicant proposes to occupy the west unit of the building for marina and watercraft sales, with the east unit separately occupied by offices for the property owner. The proposed use is boat and marine sales and services and open lot sales. The property is zoned for mixed-use, which accommodates a range of uses including retail, and is zoned Mixed Use Corridor. This property is currently vacant.

Staff found the proposed use substantially similar to existing permitted use, noting that boat and marine maintenance is comparable to automobile repair, and that the applicant will not perform major repair work. The request is for a conditional use permit covering boat and marine sales and open sales, including an accessory retail component; the code contains no additional specific requirements for these uses.

Twelve parking spaces are required, and twelve are provided, which meets code (seven customer spaces with one meeting ADA compliance, five staff spaces, and an additional nine spaces for boats and trailers). The additional spaces are intended for business-related use rather than long-term parking. Screening consists of an existing six-foot cedar fence. The applicant will obtain a sign permit at the appropriate time for desired signage. Noise concerns were addressed regarding engine testing, which generates approximately 70-80 dB at a distance of one to two meters; service will be conducted in an indoor bay to mitigate

noise impacts. No public comments were received, and the Fire Department as well as the DNR indicated no concerns.

Chair Goode opened the floor for commissioner questions. Commissioner Young asked whether the space would include a showroom, and if so, how many and what type of boats would be displayed; staff advised the question to be directed to the applicant.

Commissioner Rosener asked whether this type of use evaluation process has been established and used previously. Staff confirmed the process is within code, and Planning Consultant Rita noted it was an intentional addition roughly five to seven years ago so that Council and Commission could make this determination rather than staff, adding that similar cases have been reviewed in the recent past.

Commissioner Rosener asked about the adjoining property across the fence (which is zoned commercial) and the location within the City of any automotive repair, major zoning; City Planner Johnny Menhennet provided clarification that automotive repair major is a conditional use in the MU-C district, while automotive repair, minor is a permitted use.

Chair Goode asked for clarification on parking and confirmed the sign permit requirement.

Commissioner McEnaney noted the City Council was impressed with the applicant's Council Introduction presentation and expressed her own support.

Commissioner Rosener expressed support as well, noting the property's location at the entrance to the City makes this a strong addition.

Commissioner Wacker stated she had questions but no objections and invited the applicants to join the discussion.

The applicants, Katie and Rob Stewart, introduced themselves and their family to the Commission.

Commissioner Wacker asked whether the business would operate year-round; the applicants indicated operations would be primarily spring, summer, and fall, with limited winter activity.

Commissioner Wacker also raised resident concerns about noise, noting the proposal had been circulated to neighboring properties. Katie explained the boats they will be selling are high-end watersports boats equipped with a "silent stinger" muffling system that makes the engines quieter than typically expected, with engine run time limited to a minute or two for startup rather than extended periods. Rob added that at the property line, measured noise would be approximately 60 dB, comparable to normal conversation.

Commissioner Wacker thanked the Stewarts for their diligent research.

Commissioner Young asked whether the dealership would carry two boat brands; the applicants confirmed the manufacturer they will carry produces two brands under one company.

Commissioner Young also asked whether the business would service other brands; the applicants confirmed they would, but that the primary focus will be Supreme and Centurion, both premium performance brands owned by Correct Craft.

Katie stated the business is intended to be more than a boat dealership; the family plans to engage with the community and promote safe, responsible boating from an educational standpoint, noting her family's support of the Midwest Wakesurf Association and the Watersports Industry Association. As an example of community partnership, Tyler and Ava (Katie and Rob's children, who are professional wakesurfers) participated in a Hennepin County Water Patrol safety education video, and the dealership intends to serve as an ongoing platform for boating safety education. The applicants noted the business involves high-performance, high-value products that would enhance the image of Mound with minimal impact on the surrounding community and would be non-intrusive to the neighborhood. Initial staffing will include family members and their mechanic, Brody, with the possibility of one to two more mechanics, with additional staff added over time.

The current property owner spoke in support, noting a desire to see the area cleaned up and expressing enthusiasm for a sports-oriented business at the location. She noted she has operated Gear West in Long Lake for 33 years with her partner.

No additional questions were raised by the applicants and no further discussion took place by the Commission.

MOTION by Rosener, seconded by Young, to recommend approval of the substantial similar use request as recommended by Staff. **MOTION** passed unanimously.

MOTION by Rosener moved, seconded by Young, to recommend approval of the conditional use permit as recommended by Staff. **MOTION** passed unanimously.



PLANNING REPORT

TO: Planning Commission
FROM: Sarah Smith, Community Development Director;
Rita Trapp and Mia Colloredo-Mansfeld, Consultant Planners
DATE: August 13, 2026
SUBJECT: Request for Conditional Use Permit for Boat and Marine Sales and
a Substantial Use Determination for Boat and Marine Service and
Maintenance.
PLANNING CASE: 26-04
APPLICANT: Rob and Katie Stewart (Stewart's Boat and Board Shop)
LOCATION: 4851 Shoreline Drive
MEETING DATE: August 18, 2026
COMPREHENSIVE PLAN: Mixed Use
ZONING: MU-C Mixed Use Corridor District

BACKGROUND

The applicant, Stewart's Boat and Board Shop, is requesting a Conditional Use Permit (CUP) for a proposed boat and marine sales and substantially similar use determination for related service and maintenance activities use at 4851 Shoreline Drive. The applicant is requesting consideration that one of the proposed uses for the property is substantially similar to "Automobile Repair, Minor," which is a permitted use in the MU-C District. A CUP is requested as both Boat and Marine Sales and Open Sales Lot, and Outdoor Sales Display are listed as conditional uses in the MU-C District.

The proposed concept includes indoor sales and showroom space, accessory retail, and enclosed service bays. The applicant is proposing to use the southern portion of the lot for temporary outdoor storage and staging of boats that are being serviced or are stock inventory.

The building on the property has two units. The applicant is proposing to be the tenant for the unit on the west side of the building. The property owner, Pine West, LLC, is proposing to use the east unit for office uses relating to property management and administration and for personal storage.

TIMELINE FOR DECISION

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests 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 July 16, 2026 as provided by Minnesota Statutes Section 645.15. The review period can be extended by the City for an additional 60 days. The 60-day timeline expires on or around September 13, 2026.

NOTIFICATION

Planning Commission

Notice was mailed to all property owners in the project area located within 350 feet of the proposed affected property per Hennepin County property information on August 5, 2026 to inform them of the application and that it was being included on the August 18, 2026 Planning Commission agenda.

City Council

According to City Code, the City Council is required to hold the public hearing for review of the conditional use permit (City Code Section 129-38). The City Council public hearing notice was published in The Laker Newspaper on August 8, 2026. Notice of the City Council public hearing to be held on August 25, 2026 was posted on the bulletin board and on the City website on August 4, 2026. The August 5th notice mailed to property owners within 350 feet of the proposed site of the Conditional Use Permit and Substantial Use Determination request regarding the August 18th Planning Commission meeting also included information about the scheduled public hearing for the CUP and consideration of the Substantial Use Determination by the City Council to be held at its August 25th meeting. The letter also included a copy of the City Council public hearing notice.

Public Comments Received

Comments or emails received by 11:00 a.m. on Thursday, August 13, 2026 were included in the Planning Commission agenda packet for the August 18th Planning Commission meeting. Comments received after that time will be presented to the Planning Commission at the meeting. Information submitted will be made part of the public record. As of the packet preparation, no comments have been received.

STAFF/CONSULTANT/DEPARTMENT/AGENCIES REVIEW

Copies of the request and supporting materials were forwarded to involved departments, consultants, and public agencies for review and comment.

Mound Fire Department. Mound Fire Chief Andy Drilling stated that there are no concerns from the fire department.

Mn/DNR. Mn/DNR Area Hydrologist Ryan Toot stated he has no concerns with the requests.

DEVELOPMENT SUBMITTAL REVIEW

Substantial Use Determination

1. One of the proposed uses, the maintenance and service activities for boats, is not listed as a specific use in the Mound City Code. The applicant is proposing that the service and repair component of their use is substantially similar to Automobile Repair, Minor.
2. Automobile Repair, Minor is a permitted use in the MU-C District.
3. In the narrative provided by the applicant, they state that the proposed boat and marine maintenance and service use is substantially similar in character and intensity to Automobile Repair, minor as defined in City Code Sec. 129-2:

Automobile repair, minor, means the replacement of any part or repair of any part which does not require the removal of the engine head or pan, engine, transmission or differential; incidental bodywork and fender work, minor painting and upholstering service when said service stated in this definition is applied to passenger automobiles and trucks not in excess of 7,000 pounds gross vehicle weight.

4. The applicant provided the following list of proposed maintenance activities and those that they will not carry out to demonstrate similarity to the Automobile Repair, Minor use:

Proposed Maintenance Activities (included but are not limited to):	Activities not Included in Maintenance:
• Routine vessel inspection and diagnostic evaluation. • Replacement of worn or defective parts such as batteries, belts, hoses, filters, spark plugs, fluids, seals, bulbs, switches, and similar components. • Routine engine servicing, including oil changes, lubrication, cooling system checks, and replacement of minor mechanical components. • Propeller repair, balancing, and replacement. • Basic electrical troubleshooting and repair of minor wiring, lighting, gauges, and accessory	• Major engine rebuilding. • Removal of engine heads or pans, transmission or drivetrain overhaul. • Major hull reconstruction. • Heavy collision repair. • Fabrication. • Salvage. • Wrecking. • Industrial-scale refinishing.

Proposed Maintenance Activities (included but are not limited to):	Activities not Included in Maintenance:
systems. • Steering, throttle, and control adjustments and replacement of related minor components. • Cosmetic detailing, cleaning, waxing, polishing, and upholstery cleaning. • Minor gelcoat touch-up and surface scratch repair. • Minor upholstery repair and replacement of small interior components, seating materials, and trim. • Winterization and de-winterization services. • Battery charging and basic diagnostic testing. • Replacement of minor safety and accessory items, including bilge pumps, fire extinguishers, and hoses. • Removal and replacement of non-structural accessories and fittings.	

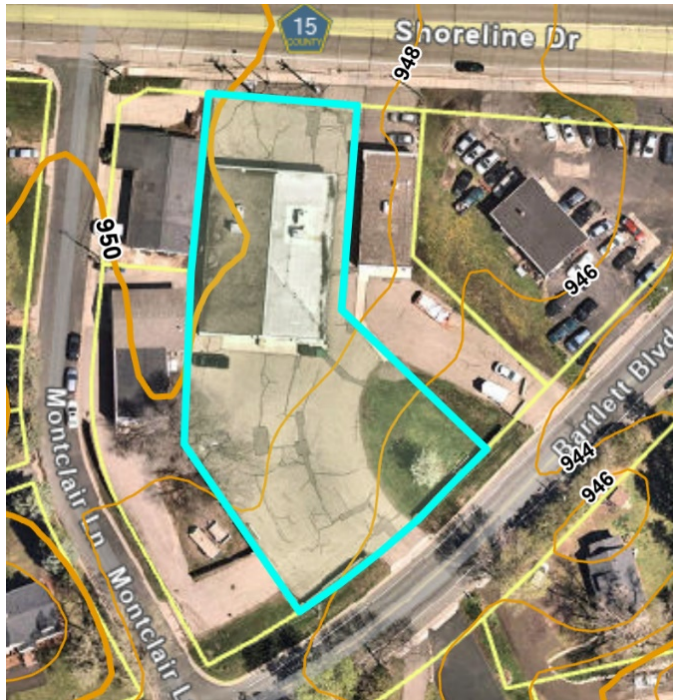
Conditional Use Permit

Site Information

The site, which is approximately 28,004 square feet, is zoned MU-C Mixed Use Corridor District. The site is a through lot with frontage on Shoreline Drive and Bartlett Boulevard. The site is oriented towards Shoreline Drive, with rear access to additional parking and the back of the building on Bartlett Boulevard. Adjacent properties are zoned MU-C. Properties to the south separated by Bartlett Boulevard are zoned R-1.

The existing building is approximately 6,300 square feet, divided into two equal-sized units. The building is surrounded by hard surface and/or parking on all sides. The west unit of the building, where the applicant is requesting the CUP, is currently vacant.

A aerial view of the property from the Hennepin County Property Information website is provided below:



Zoning and Uses

The proposed Boat and Marine Sales use is conditional in the MU-C District. Similarly, Open Sales Lot is also a conditional use in the MU-C District. There are no use specific standards identified in the code relating to Boat and Marine Sales or Open Sales Lot/Outdoor Sales Display.

In addition to boat and marine sales, the applicant is proposing accessory retail use in the interior of the building to sell life jackets, watersports equipment, apparel and other accessory items that complement the principal business. Retail, General is a permitted use in the MU-C District.

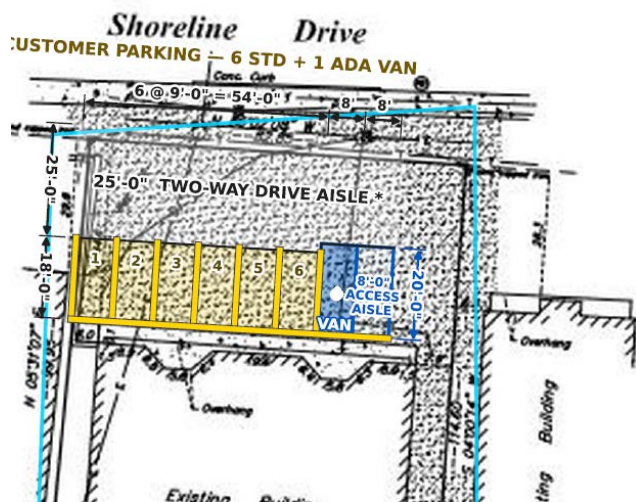
Parking

Based on the proposed uses and the request for substantially similar use determination, staff determined that the applicant needs 12 parking spaces. This is based on consideration of all uses proposed on the site, including those in both the east and west units. The property owner has indicated that the east unit will be used as a personal office and storage area. Section 129-323 of City Code identifies minimum parking requirements as follows:

Use	Minimum Parking Requirements	Required spaces for proposed site
Boat and Marine Sales	1 space/300 sf*	9 spaces
Open Sales Lot		
Office	1 space/400 sf*	3 spaces
Total Spaces Required		12 spaces
*Gross floor area calculations: exterior floor dimensions of building, multiplied by number of floors, minus the greater of 10% or the sf devoted to restrooms, mechanical spaces, entry vestibules, and exit hallways or stairwells as documented on submitted floor plan		

The applicant is proposing 11 parking spaces, which includes seven customer parking spaces in the front of the building and four employee parking spaces at the rear of the building on the western side of the property. The applicant is also proposing nine boat and trailer parking spaces adjacent to the employee spaces at the rear of the building.

North Side Parking (Customer Parking)



South Side Parking (Employee & Boats Parking)



Staff notes that the southernmost of the four employee parking spaces will be inaccessible if a boat is parked in the adjacent boat parking space. The applicant notes that the boat parking spaces are designed for the longest possible craft at 31 ft. They note that most boats will be 24-28 ft and they will ensure shorter boats are parked in that location so that the space remains accessible to employees. Staff has requested the applicant evaluate the parking plan with regard to the maneuverability of the southernmost employee space given the northernmost boat parking and to add an additional space. Additional information will be available at the meeting.

Required off-street parking spaces cannot be used for open storage of goods for sale, storage of vehicles which are inoperable, or storage of vehicles which are for sale or rent. Thus, the nine boat parking spaces cannot count towards the minimum required spaces on site.

The applicant states that the boat parking area will be used for temporary storage and staging for customers to drop-off and pick up boats for servicing and for boats that make up the sales inventory. The applicant notes that the rear lot is not intended to serve as long-term storage, rather it is used to support the service and sales functions of the dealership operations.

Signage

The applicant notes that they would like to add a sign to the building, but no further details were provided. Proposed signs will be required to meet code requirements. Per Sec. 119-7 of the Mound City Code, both wall signs and freestanding signs are permitted in the MU-C district.

One freestanding sign per street frontage is allowed provided that the sign does not exceed 48 square feet in area, 25 feet in height, and is not placed closer than 10 feet from any street right of way.

Wall signs are permitted on each street frontage provided that the total wall sign area does not exceed 15% of the wall up to a maximum area of 175 square feet in area. An individual wall sign shall not exceed 100 square feet.

Screening

An existing six-foot cedar fence runs along the western property line in the rear of the building where the boat and trailer parking is located.

Noise

The applicant states that service-related noise will include engine testing. They state that typical marine inboard engine noise is measured around 70-80 dB when within 1-2 meters of the engine. This drops to 60dB or less when 50 feet from the source. The service bays for the repair components of the use are indoor, and will minimize the noise, odor, and dust that may occur as a result of the use.

STAFF RECOMMENDATIONS

Substantial Use Determination

Staff recommend approval of the substantial use determination for Stewart's Boat and Board Shop. In recommending approval of the substantial use determination, Staff offers the following findings:

1. Business activities include boat and marine maintenance and repairs in line with the definition of minor automobile repair.

2. The boat and marine repair component of the proposed use are carried out in the same type of setting as minor automobile repair.

Conditional Use Permit

Staff recommends approval of the substantial use determination for Stewart's Boat and Board Shop with the following conditions:

1. All petroleum products and hazardous materials shall be disposed of in accordance with state regulations.
2. All repair and service activities shall be completed within the building, including storage of parts and supplies.
3. All boats must be parked in a designated boat parking stall as shown on the site plan.
4. Any proposed signage shall meet the requirements of the City of Mound Code Chapter 119 and obtain the required permits including, but not limited to, a sign permit, a building permit, and an electrical permit.
5. Any future building or site alteration project on the property shall be evaluated to determine whether an amendment to the CUP is needed, which shall be the responsibility of the property owner and/or applicant.
6. The applicant shall be responsible for payment of all costs associated with the conditional use permit application.
7. The applicant shall be responsible for securing all required local, state, and federal permits, licenses and approvals.
8. The applicant shall be responsible for recording the resolution(s) with Hennepin County unless the City is requested to record the resolution with the involved fee to be deducted from the submitted escrow. The applicant is advised that the resolution(s) will not be released for recording until all conditions have been met.
9. The applicant shall contact the Building Official to discuss the need for permitting and a change of occupancy for the proposed uses in the building.
10. The applicant shall contact the Metropolitan Council Environmental Services for a SAC determination for the proposed uses in the building.
11. Additional conditions from Staff, the Planning Commission, and City Council.

In recommending approval of the CUP, Staff offers the following findings:

1. The criteria in Sec. 129-38 (a) of the City Code are met.
2. Boat and marine sales, minor marine repair, and accessory sales are valuable services in the Mound community and are compatible with the character of Mound as a lakeshore community.
3. The activities included in the CUP are aligned with the purpose of the MU-C District.

CITY COUNCIL REVIEW

Following review and recommendation from the Planning Commission, the substantial use determination and CUP requests will be forwarded to the City Council for consideration at an upcoming meeting date of August 25, 2026 to include a public hearing.

JUL 15 2026



2415 Wilshire Boulevard, Mound, MN 55364
Phone 952-472-0603 FAX 952-472-0620

CONDITIONAL USE PERMIT APPLICATION

Application Fee and Escrow Deposit required at time of application.

Planning Commission Case No. _____

Please type or print the following information:

PROPERTY INFORMATION LEGAL DESCRIPTION	Subject Address <u>4851 Shoreline Dr.</u> Name of Business <u>Stewart's Boat and Board Shop</u> Lot(s) <u>reg. land Survey NO. 1822 Tract A</u> Block _____ Subdivision _____ PID# <u>13-117-24-44-0131</u>
APPLICANT	The applicant is: Owner _____ Other ☒ Email _____ Name <u>Kathryn (Katie) and Robert (Rob) Stewart</u> Address <u>4680 Palmer Ct. Excelsior, MN 55331</u> Phone Home _____ Work _____ Cell _____ E-Mail Address _____
OWNER (if other than applicant)	Name <u>Jan Knutson</u> Email _____ Address <u>4851 Shoreline Dr. Mound, 55364</u> Phone Home _____ Work _____ Cell _____
ARCHITECT, SURVEYOR, OR ENGINEER	Name _____ Email _____ Address _____ Phone Office _____ Cell _____ Fax _____
ZONING DISTRICT	Circle: R-1 R-1A R-2 R-3 MU-D <u>MU-CC-1</u>

Description of Proposed Use: professional marine dealership for Centurion/Supreme boats
Service facility for the retail sale, display, maintenance & repair of new &
used boats, and retail sales of related watersports equipment.

Planning Commission Case No. _____

EFFECTS OF THE PROPOSED USE: List impacts the proposed use will have on property in the vicinity, including, but not limited to traffic, noise, light, smoke/odor, parking, and describe the steps taken to mitigate or eliminate the impacts.

Operations will have minimal effects on nearby properties. Primarily indoors and appointment based, with low customer traffic, and no heavy industrial activity. Noise, lighting & parking impacts will be minimal. No changes will be made to the building or parking lot.

If applicable, a development schedule shall be attached to this application providing reasonable guarantees for the completion of the proposed development. Estimated Development Cost of the Project: \$ 0

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.

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

Kathryn Stewart

Print Applicant's Name

Jan Knutson

Jan Knutson

Print Owner's Name

Kathryn Stewart

Applicant's Signature

Authentisign

Jan Knutson

Owner's Signature

07/15/26

7/14/26

Date

Date

Print Owner's Name

Owner's Signature

Date

City Code Section 129-38 relating to Conditional Use Permits must be reviewed by the applicant.

Request for Review of Proposed Use at 4851 Shoreline Dr.

July 10, 2026

Dear Sarah,

We are requesting your review of our proposed marine sales and service use at 4851 Shoreline Dr. as part of the Conditional Use Permit process.

Our proposed use is a professional boat dealership and service facility with indoor sales, showroom, accessory retail, and enclosed service bays. As discussed, we intend to operate in a clean, orderly, and low-impact manner consistent with the zoning district and surrounding uses. As experienced boaters and active members of the wakesurfing community in the area, we also value responsible boating practices and community stewardship.

Thank you for your time and guidance.

Sincerely,
Katie Stewart
Stewart's Boat and Board Shop

Stewart's Boat and Board Shop Scope of Activities

Stewart's Boat and Board Shop is proposed as a professional marine dealership and service facility specializing in premium marine products, with a primary focus on inboard towboats and watersports-related equipment. Our goal is to provide high-quality boat sales, service, and customer support while maintaining a clean, orderly, and well-managed property that complements the surrounding community.

The front portion of the property will be used primarily for customer parking and access to the building. We would request the ability to mount business signage on the building. No trailer storage, outdoor repair activities, or outdoor inventory storage are planned in the front lot area. The front office area will serve as the primary customer reception and administrative space. Customers will visit the dealership for scheduled appointments, boat sales consultations, financing discussions, service scheduling, and customer support. The office areas will approximately house 4 employee workstations, administrative functions, staff meetings, and manufacturer training sessions. A small retail component will be incorporated into the office and showroom areas, offering marine accessories, watersports equipment, life jackets, ropes, apparel, and other products that support boat ownership. This retail component is intended to compliment the dealership's core marine business rather than function as a stand-alone retail store. The office environment will maintain a professional atmosphere with low-volume background music similar to a typical office setting.

Behind the office area is a combined showroom and service space that serves as the operational heart of the business. The layout is designed to accommodate up to four boats indoors at one time. The two spaces closest to the office wall will typically be used for the display of inventory boats available for sale, allowing customers to view boats in a clean, climate-controlled environment. Customers will move through this space for product demonstrations, sales consultations, and boat delivery orientations. Depending on the season and available inventory, approximately two to four boats may be displayed indoors at any given time. The two spaces closest to the overhead garage door will generally be utilized for scheduled service work, maintenance, inspections, and customer boat preparation.

The service department will operate within two designated service bays and be staffed by certified marine technicians performing scheduled maintenance, diagnostics, winterization, detailing, warranty repairs, accessory installation, and pre-delivery inspections. Most work will occur indoors during normal business hours, although technicians may occasionally perform scheduled off-site service calls.

Service-related noise will include occasional engine testing while boats are connected to a water supply (garden hose for diagnostic and service verification purposes). Typical marine inboard engine noise is measured around ~70-80dB when within 1-2 meters. At a distance of 50 feet, sounds drops to ~60dB or less. For reference, a normal conversation is ~60dB, vacuum cleaner is ~70dB, and a lawnmower is ~90dB. Centurian boats have noise suppressing mufflers, which helps keep service/test runs

relatively subdued compared to unmodified marine engines. In the future, a small forklift may be used periodically to move boats between designated staging areas, service bays, and the showroom. Background music may be played within the building at normal office volume levels and will not be audible outside the facility.

As a premium boat dealership, our business experiences seasonal fluctuations. We anticipate maintaining approximately six inventory boats on-site throughout the year. During peak spring de-winterization and fall winterization seasons, an average of approximately five customer boats may be present awaiting scheduled service. Some customer boats may remain on-site longer when waiting for parts, warranty authorization, or completion of repairs.

The rear portion of the property will function as an organized operational staging area. Customer boat drop-off will occur in the designated location along the southeastern portion of the lot bows facing the north starboard (right) side on the edge of the grass. Following check-in, dealership personnel and certified technicians will move boats into designated service staging spaces located along the west side of the property, where they will await scheduled service. Once the boat is pulled in and service is complete it will get marked done then staged back into its designated spot for pick up. Inventory boats available for sale will also be parked in the same orientation as the service boats, west side of the property backed into designated spots bows facing east. This layout is intended to create an efficient and organized flow of customer units and inventory while maintaining a clean and professional appearance. (See attached diagram).

The rear lot is not intended to serve as a long-term storage facility. Rather, it functions as a temporary staging area supporting normal dealership operations, including service appointments, inventory management, customer deliveries, and demonstration preparation. A semi-truck delivery may occur in the back lot approximately once every three months. The site has capacity for approximately eleven boats during peak periods, although the actual number present will vary depending on the season and operational needs. Additional business activities may include customer boating safety and operational training, scheduled delivery orientations, seasonal open houses, and off-site boat demonstrations conducted on public waterways.

We are committed to operating a professional business that is respectful of neighboring properties and compatible with the surrounding community. Our goal is to create a clean, organized, and attractive facility that provides valuable services to local boat owners, while contributing positively to the local economy.

Proposed hours of operation: Mon-Fri 9-5. Sat. 9-noon or by appointment. Closed on Sunday.

Following is a summary of how our activities would be similar to the automotive minor category: The proposed boat and marine maintenance and service use is substantially similar in character and intensity to the City Code Sec. 129-2 definition of “Automobile repair, minor.” The underlying purpose of both uses is the same: to provide routine, limited repair and maintenance services that preserve the operability, safety, and appearance of consumer vehicles and equipment. Like minor automotive repair, the proposed marine service activities are confined to non-industrial, dealership-level work involving replacement of worn parts, routine servicing, cosmetic touch-up, and minor adjustments, rather than major overhauls or heavy repair operations.

The proposed use is limited in scope and will not alter the essential character of the property or surrounding area. It is not intended to function as a large-scale repair facility, fabrication shop, or industrial service yard. Instead, it will operate as an accessory and complementary service to the principal boat sales business, providing customers with routine maintenance that is expected and customary in a marine dealership setting. The work involved is comparable to minor automotive repair because it consists of ordinary service tasks performed on completed consumer vessels, with no major structural demolition, no heavy mechanical reconstruction, and no activities that would create the impacts associated with more intensive repair uses.

The marine maintenance activities proposed are also consistent with the City’s intent in allowing limited repair uses by their nature and scale. The service functions will be performed mostly indoors and/or within designated service areas, will be limited to boats, trailers, and related marine accessories, and will involve only normal hand tools, diagnostic equipment, and standard service procedures. The use will generate minimal traffic, noise, odor, or visual impact beyond what is typical for a small commercial service use. In this respect, the proposed operation is much closer to minor auto repair than to any higher-intensity industrial or body shop use.

Proposed Marine Service and Maintenance Activities will include, but are not limited to:

Routine vessel inspection and diagnostic evaluation.

Replacement of worn or defective parts such as batteries, belts, hoses, filters, spark plugs, fluids, seals, bulbs, switches, and similar components.

Routine engine servicing, including oil changes, lubrication, cooling system checks, and replacement of minor mechanical components.

Propeller repair, balancing, and replacement.

Basic electrical troubleshooting and repair of minor wiring, lighting, gauges, and accessory systems.

Steering, throttle, and control adjustments and replacement of related minor components.

Cosmetic detailing, cleaning, waxing, polishing, and upholstery cleaning.

Minor gelcoat touch-up and surface scratch repair.

Minor upholstery repair and replacement of small interior components, seating materials, and trim.

Winterization and de-winterization services.

Battery charging and basic diagnostic testing.

Replacement of minor safety and accessory items, including bilge pumps, fire extinguishers, and hoses.

Removal and replacement of non-structural accessories and fittings.

Included in minor automotive, but not likely activities of ours:

Trailer maintenance, including tire replacement, light replacement, bearing service, brake adjustments, and hitch-related repairs.

Minor hull repair that does not involve major structural reconstruction or extensive lamination work.

Activities Not Included

To ensure the use remains appropriately limited, the proposed operation will not include major engine rebuilding, removal of engine heads or pans, transmission or drivetrain overhaul, major hull reconstruction, heavy collision repair, fabrication, salvage, wrecking, or industrial-scale refinishing. Those types of activities are beyond the intended scope of the use and are not necessary to support the dealership's service function.

In summary, the proposed boat and marine service use should be viewed as the marine-equivalent of minor automotive repair: a modest, routine, and compatible service use that supports the principal sales operation while remaining well within the scale and character of ordinary commercial maintenance activity.

Pines West, LLC — Scope of Activities

Owner-Occupied East Portion · 4851 Shoreline Drive, Mound, MN 55364

Overview

Pines West, LLC is the owner of the building at 4851 Shoreline Drive and will occupy the east portion of the property — approximately 50% of the building, consisting of two front offices and the east warehouse bay (shown as the “future showroom” on the tenant’s concept drawing). The owner’s use of this space is low-intensity and limited to administrative office work and private personal storage. There is no retail activity, no customer or public traffic, no outdoor storage, and no use of the rear lot associated with the owner’s portion. The owner is committed to maintaining a clean, orderly, and well-managed property consistent with the surrounding community.

Front Offices — Administrative Use

The two front offices on the east side will be used by Pines West for administrative and property-management functions related to the ownership and operation of the building, as well as the owner’s general business administration. Typical activities include bookkeeping, lease and records administration, vendor and contractor coordination, correspondence, and general office work. Occupancy is limited and intermittent — primarily the owner — with no regular customer appointments, walk-in traffic, or public visits. The offices will maintain a quiet, professional atmosphere consistent with a typical low-occupancy office setting.

East Warehouse Bay — Private Storage

The east warehouse bay is currently retained by Pines West and used for low-intensity private storage. Stored items consist of the owner’s personal vehicle and bicycles, along with similar personal belongings. No commercial inventory, hazardous materials, or industrial activity is stored or conducted in this space, and no repair, fabrication, or service work takes place. The bay generates no appreciable noise and has no customer or public access; entry is limited to the owner on an as-needed basis during normal hours.

Regarding the “future showroom” notation shown on the tenant’s concept drawing: this reflects only a potential future possibility and not a current use. The east bay is presently retained by Pines West for the owner’s own administrative and storage purposes as described above. Should Pines West seek to lease this space or change its use in the future, it will return to the City for review and approval through the appropriate process before any such use commences.

Rear Lot — No Use

Pines West makes no use of the rear lot. All rear-lot activity is associated solely with the tenant’s operation. The owner conducts no storage, staging, or other activity in the rear lot. Owner access to the east portion is limited to ordinary front-lot parking for entry to the offices.

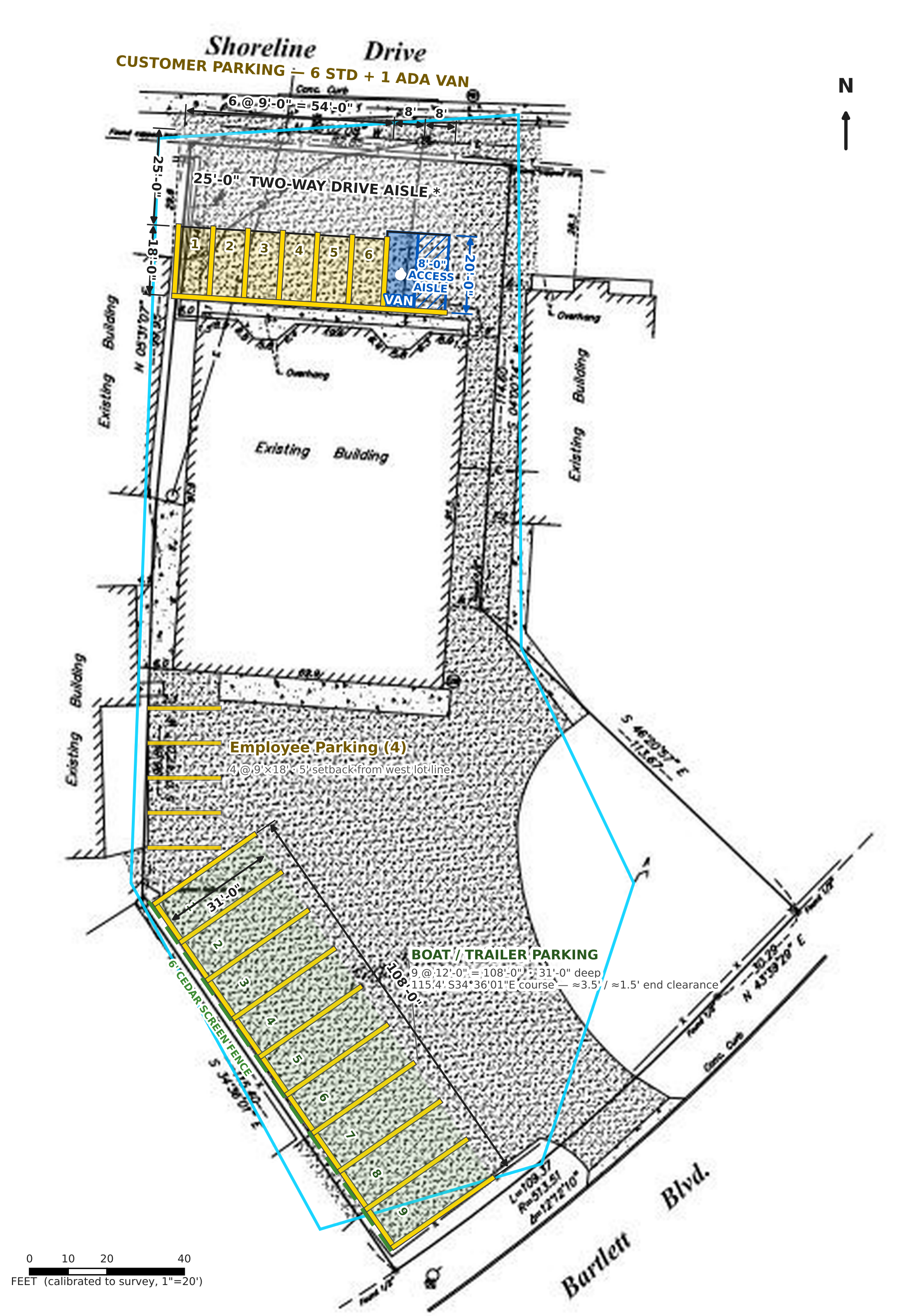
Summary

Pines West's retained use of the east portion of the building is intentionally low-impact: quiet administrative office work and private personal storage, with no retail, no customer traffic, no outdoor storage, and no rear-lot use. This owner-occupied use is intended to complement the surrounding community and to be fully compatible with the adjacent neighborhood.

4851 / 4853 SHORELINE DR, MOUND — DIMENSIONED PARKING (CONCEPT)

On 2026 Certificate of Survey at survey scale 1"=20'.

Std 9'×18' (§129-323(c)(1)) · ADA van 8'×20' + 8'/96" full-length aisle (Ord. 07-26) · Boat/trailer 12'×31' · Aisle 25' min (§129-323).



EXAMPLE / CONCEPT — not a survey. Fit: 70'-0" striping; measured clearance ≈5' W / ≈3.5' E. Final plan by Advance Surveying.

* 18' stall + 25' aisle (§129-323 min) = 43' — fits only to the outer front line (43.4'); if the inner (40.3') is the CSAH 15 R/W (Plat 68), aisle encroaches ≈2.7'. Surveyor to confirm.



We are the
Stewart family

Rob, Katie, Tyler and Ava

Professional wakesurfers, world champions,
brand ambassadors



New Twin Cities Centurion & Supreme Dealer

- Sponsored athletes and brand ambassadors since 2019
- Premium towboats
- Centurion 50th anniversary
- Correct Craft parent company



Our Mission:

- Do more than just sell boats
- Build lasting relationships
- Bring people together
- Create opportunities
- Help customers feel welcomed, confident, and ready to make memories on the water



Why 4851 Shoreline Blvd?

- Mound is a natural fit for a boat/watersports related business
- Provides convenient access to boat sales and service for residents and lake users
- Building meets our needs perfectly as-is
- Allows us to focus on growing the business instead of investing in costly remodeling



Benefits

- Huge economic benefits to the community
- Minimal impact to the neighborhood
- Positive feedback from neighbors



Our commitment to you

- Be respectful neighbors
- Keep the property clean and orderly
- Operate professionally
- Work cooperatively with the city and contribute positively to the community



Scope of Activities

- Front lot used for customer parking, access, and signage
- Front office used for sales consultations, service scheduling and customer support
- Mostly appointment-based
- Indoor climate-controlled showroom and service space
- Services include maintenance, diagnostics, winterization, warranty repairs, accessory installation, detailing
- Most work completed indoors during normal business hours



- Rear lot used as an organized staging area for customer drop-off, inventory, and service preparation
- Some services may also be completed in the rear lot
- Spring and fall are busiest times
- Additional activities may include delivery orientations, lessons and on-water demonstrations
- Goal is to provide valuable services to local boat owners while contributing positively to the local economy



City Council Item 9a.

To: Honorable Mayor and Council Members
Jesse Dickson, City Manager

From: Matt Bauman, PE, City Engineer

Date: 8/25/2026

Subject: Water Treatment Facility Receive Plans and Authorize Bid

RECOMMENDED ACTION:

MOTION TO approve Resolution No. 26-59 receiving plans and specifications and order advertisement for bids for the Water Treatment Facility Project; City Project No. PW-25-11.

OVERVIEW

Final plans and specifications for the Water Treatment Facility project have been prepared and are ready for authorization to advertise for bidding. The project includes construction of a facility that will treat known contaminants, such as manganese, and will also remove iron, which causes discoloration, from the water supply prior to distribution.

To accommodate construction of other related projects and the plant itself, Sorbo Park has been used as a staging area and will be disrupted more to install stormwater piping and storage. Additional items of related work are being bid with the project including restoration of the park space, and replacement of the basketball court to accommodate stormwater requirements.

The site location and initial facility layout were reviewed in April as part of the Conditional Use Permitting process. Changes based on CUP comments that can be made have been addressed with the updated plans. Plans have also been approved by the Minnesota Department of Health.

The current engineer's project estimate stands at \$28,416,000. The updated estimates prepared in December of 2022 anticipated that the cost for all related improvements and the plant would be within the range of \$35M-\$40M (not adjusted for inflation to today). The current overall estimated total is now \$38.8M.

Estimated Project Costs	
Water Treatment Facility	\$24,808,000
Power and Gas Supply	\$250,000
Contingency (5%)	\$1,253,000
Subtotal Construction:	\$26,311,000
Engineering and Admin (8%)	\$2,105,000
Total Project Cost	\$28,416,000

The project will be funded through a combination of secured and projected grants and low interest loans from the Public Facilities Authority (PFA). It is anticipated that the City will also receive an Emerging Contaminant Grant for \$5,000,000 that will also reduce the cost to the city.

Funding	
Water Treatment Facility	\$28,416,000
EPA 2023	(\$960,000)
EPA 2026	(\$1,092,000)
*Emerging Contaminant	(\$5,000,000)
Total	\$21,364,000

If approved, the bid opening would be held in October with a contract award considered by the City Council at the October 13, 2026, meeting.

Construction is anticipated to begin in early 2027 and continue through late 2028.

SUPPORTING INFORMATION

- Summary Presentation
- Link to Plans: [Mound WTP Authorization](#)
- Resolution 26-59

Water Treatment Facility Bid Authorization

August 25, 2026

CITY OF MOUND

Matt Bauman, P.E.
City Engineer

Agenda

- Need for Treatment Facility
- Water Treatment Plant Overview
- Current Estimate
- Funding
- Schedule



Current State of Mound Water

- Mound water is supplied by 2 wells, and serves homes directly from wells
- In 2020, MDH began applying the EPA's health-based guidelines for Manganese
 - Manganese exists in the underground aquifer
 - Health Based limits – 0.3 mg/l for infants and 1.0 mg/l for adults
- Mound water is also high in iron which results in discoloration
- Both Manganese and Iron can be treated by a Water Treatment Plant



Sampling Tests Manganese Only mg/l			
Location	2024	2025	2026
Lynwood Blvd	0.421	0.395	0.559
Bartlett Blvd	0.406	0.726	0.434
Three Points Blvd	0.403	0.419	0.481
Manchester Rd	0.634	0.613	0.641
Tuxedo Blvd			0.555
Shoreline Dr			0.610

Our Mission for Mound Water

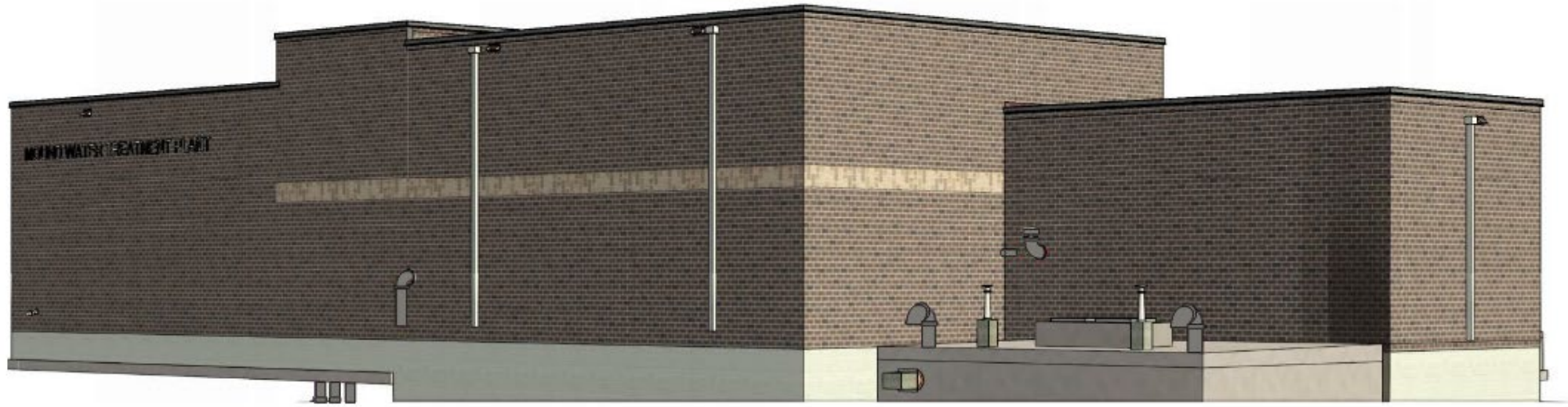
- Remove manganese
- Remove iron and other contaminants
- Steward taxpayer dollars and save money spent on in-home water solutions
- Protect and preserve infrastructure (public and private)



Water Treatment Facility Overview

- Water Treatment Plant that removes manganese, iron, and other contaminants
- City-owned 4-acre site off Evergreen Road chosen behind Sorbo Park
- Cleared the plant site of construction hurdles – natural and cultural resources
- 13,050 SF building footprint
- Peak height of 31.5-feet and site impervious coverage less than 30%
- Treats 1,500 gpm or 1.8 MGD
- Office and lab space for plant operators
- Attached garage storage space for water utility operations – 3,600 SF
- Minnesota Department of Health Permit approved as of June

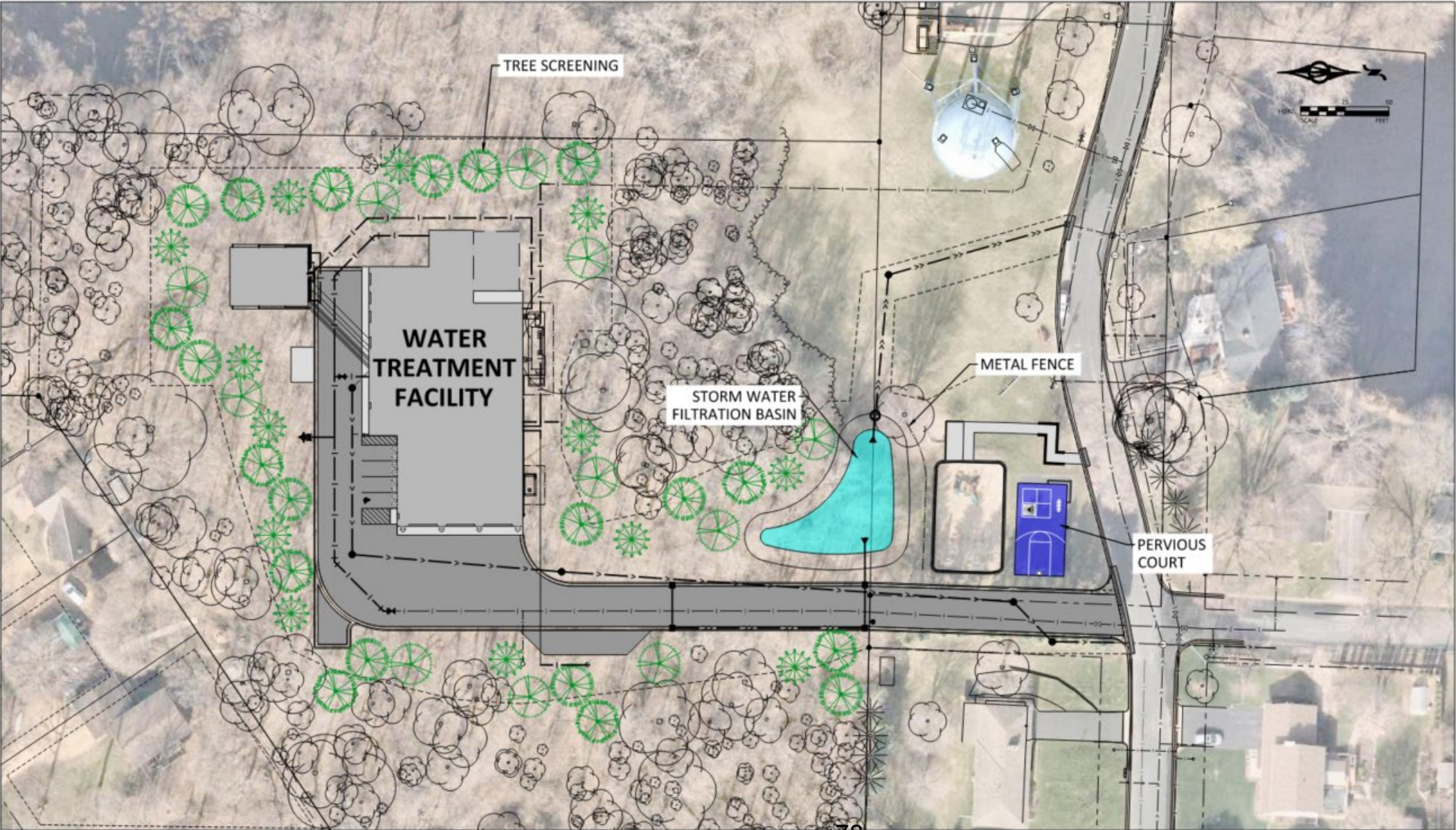




NORTHWEST PERSPECTIVE



SOUTHEAST PERSPECTIVE



H:\MOVA\12481351200001\CAD\CIV\FIG. 13533D SITE PLAN BID.dwg 8/19/2026 9:55:22 AM



Water Treatment Facility CUP Hearing

Draft of plans reviewed with feedback to:

- Plan for fencing between playground and filtration basin
- Update landscape plan for increased screening on all building sides where practical
- Lighting plan developed to minimize light pollution as much as possible
- Explore a single generator option between plant and wellhouse
 - (Single generator would be diesel)



Water Treatment Facility - Park Impacts

- New impervious requires stormwater management
 - Filtration basin
 - (fenced from existing playground)
 - Pervious storage area under basketball court
- Landscape screened to extent practical from all sides, excluding over piping or access routes



Current Project Estimate

Estimated Project Costs	
Water Treatment Facility	\$24,808,000
Power and Gas Supply	\$250,000
Contingency (5%)	\$1,253,000
Subtotal Construction:	\$26,311,000
Engineering and Admin (8%)	\$2,105,000
Total Project Cost	\$28,416,000



Project Funding Estimate

- \$28,416,000 Water Treatment Facility Estimated Project Cost
- - \$960,000 2023 - Granted from Federal Appropriation
- - \$1,092,000 2026 - Granted from Federal Appropriation
- - \$5,000,000 *Anticipated Emerging Contaminant Grant
- **\$21,364,000 - \$26,364,000 Balance**



Additional Funding

- Emerging Contaminants grant program is a new path, as the program builds momentum
 - A contaminant in drinking water for which Minnesota Department of Health (MDH) has issued a Health Risk Advisory (HRA) or health-based guidance, and for which there is a confirmed exceedance at a public water supply.

Emerging Contaminants (EC) Grant Program \$18,000,000

New program to supplement federal funds to treat for manganese and PFAS in municipal drinking water systems.

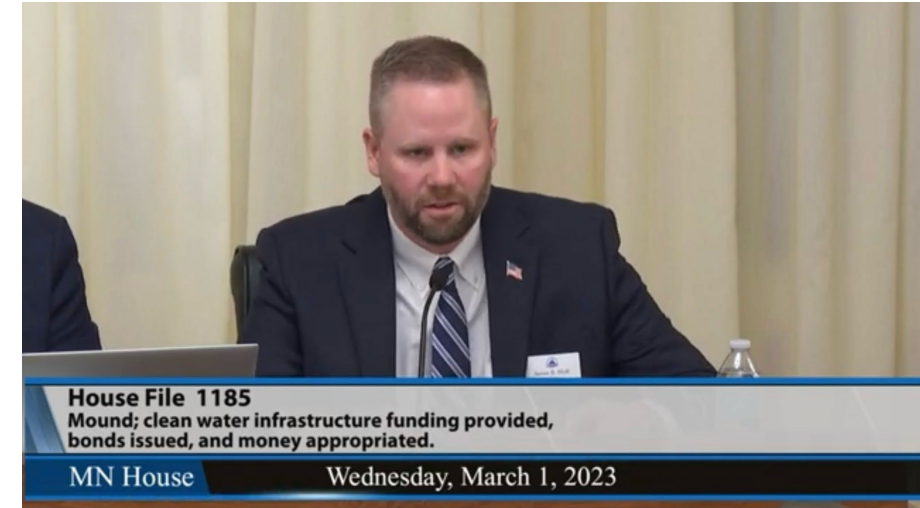
Estimated EC Needs:
2025 IUP: 19 unfunded projects, \$194M



State of Minnesota – IUP/PPL

State of Minnesota Ranks Project Funding requests for Drinking Water Revolving Fund monies

- IUP = Intended Use Plan
- PPL = Project Priority List
- Administered by the Public Facilities Authority (PFA)
- Combination of Grants and Low Interest Loans made available via the DWRF

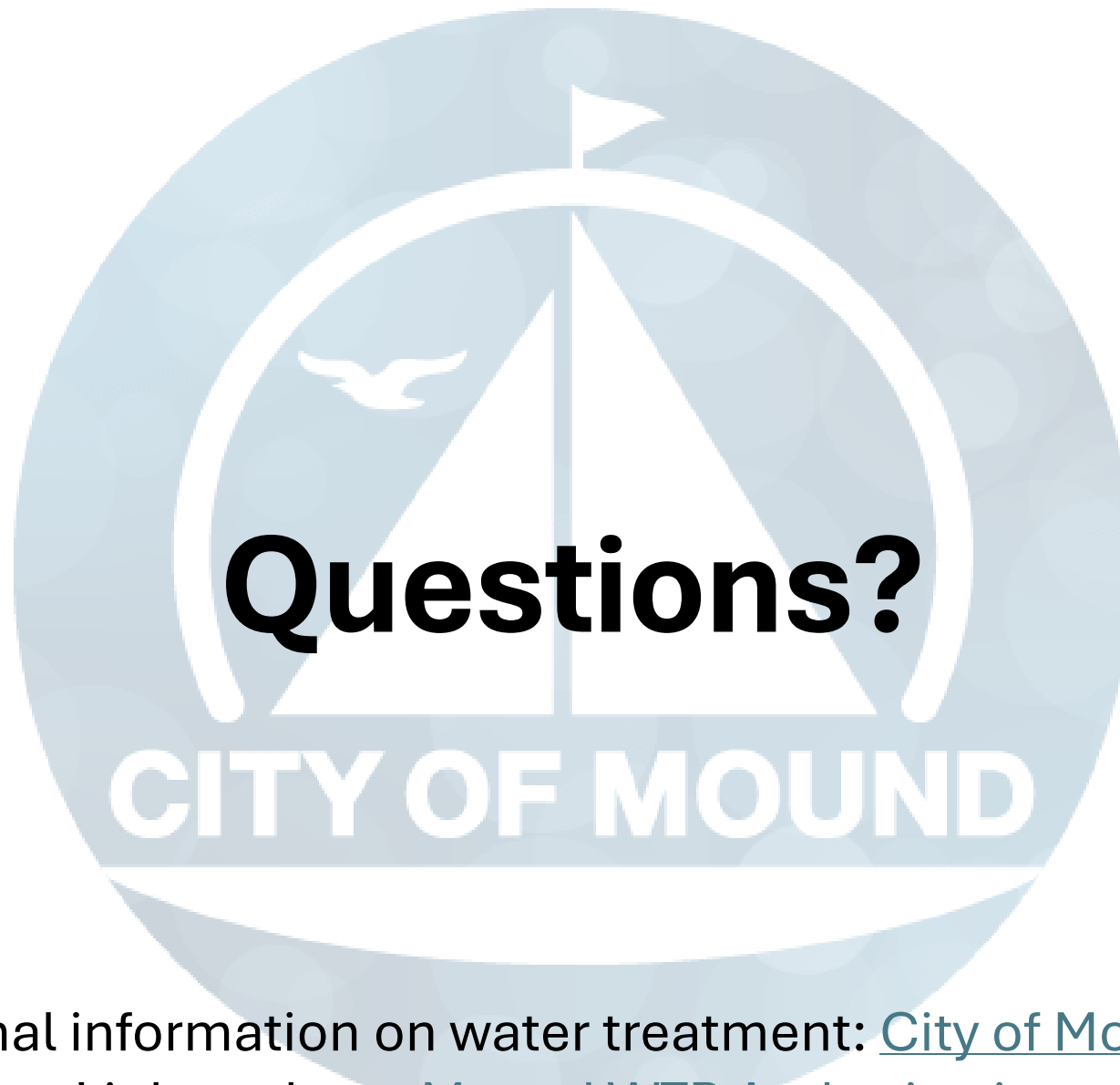


	2022	2023	2024*	2025*	2026*
RANK	343	658	135	188	362
POINTS	10	5	15	15	15
* Fundable via Part B1 – Low Interest Loans					

Water Treatment Facility Schedule

- CUP Hearing: April 14, 2026
- MDH Permit Approval: June 30, 2026
- Authorization to bid: August 25, 2026
- Receive and award bid: October 13, 2026
- Construction: Spring 2027 - Fall/Winter 2028





Questions?

Additional information on water treatment: [City of Mound, MN](#)

Link to plans: [Mound WTP Authorization](#)

**CITY OF MOUND
RESOLUTION NO. 26-59**

**RESOLUTION RECEIVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS FOR THE WATER TREATMENT FACILITY**

WHEREAS, the City Council, on June 27, 2023, and on June 25, 2024, (resolutions 23-64 and 24-50) referred to the Water Treatment Improvements to Bolton & Menk for design and bidding and grant agreement submissions for reimbursement of \$10,300,000 in appropriates from the Minnesota Public Facilities Authority (PFA); and

WHEREAS, the funding covers the design and construction of other necessary improvements to city infrastructure to support the water treatment facility, including upsizing aging trunk watermain and installing a new well, which are under construction; and

WHEREAS, the funding covers the design and bidding of the water treatment facility; and

WHEREAS, in coordination with city staff, plans and specifications for the water treatment facility have been developed meeting the requirements and approval of the Minnesota Department of Health prior to construction of the project; and

WHEREAS, the Council received and reviewed the plans and specifications and the engineer's estimate of probable cost on August 25, 2026;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mound, Minnesota, to receive the plans, specifications, and engineer's estimate, and to order advertisement for bids for the Water Treatment Facility Project.

Adopted by the City Council on this 25th day of August 2026.

Jason R. Holt, Mayor

ATTEST: _____
Kevin Kelly, City Clerk