

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

## **AGENDA**

**MOUND CITY COUNCIL  
REGULAR MEETING**

**TUESDAY, MAY 13, 2025 - 6:00 PM  
MOUND CITY COUNCIL CHAMBERS**

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

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

- |    |   |                          |
|----|---|--------------------------|
| 4. | <b><u>*Consent Agenda</u></b>   | <b><u>Page</u></b>       |
|    | *A. Approve payment of claims   | 1101-1134                |
|    | *B. Approve minutes: April 22, 2025   | 1135-1142                |
|    | *C. Westonka Library Temporary Space License Agreement  | 1143-1148                |
|    | *D. Chester Park Playground Equipment Approval  | 1149-1156                |
|    | *E. Approve resolution No 25-46 approving public lands permit for property at 4801 Island View Drive  | 1157-1166<br><b>1160</b> |
|    | *F. Approve resolution No. 25-47 approving public lands permit for property at 5972 Sunset Road   | 1167-1173<br><b>1169</b> |
|    | *G. Pay Request No. 3 and Final in the amount of \$940.31 to Blackstone Contracting for the Surfside Park Playground Improvements<br>City Project No. PW-24-10        | 1174-1177                |
|    | *H. Pay Request No. 1 in the amount of \$220,882.39 to Widmer Construction for the Water Treatment Infrastructure Improvements - Phase 1<br>City Project No. PW-25-12 | 1178-1181                |
|    | *I. Approval of Dock Map Addendum – Move of northern half of Jennings Multiple Slip to Beachside Access   | 1182-1197                |

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

**\*ROLL CALL VOTE TO APPROVE CONSENT AGENDA\***

5. Comments and suggestions from citizens present on any item not on the agenda.  
*\*If you are bringing an item to the attention of the Mayor or Council, please state your first and last name, and address for the record. (Please limit your comments to 3 minutes)*
6. Orono Police Department with the April 2025 Activity Report 1198-1207
7. MIDCO Franchise Approval: Ordinance 3-2025 1208-1264  
**1263**
8. Award Seal Coat contract to Allied Blacktop Company for \$115,018.00 1265-1266  
City Project PW-25-07 **1266**
9. Comments/Reports from Council members  
Council Member Pugh  
Council Member McEnaney  
Council Member Castellano  
Council Member Herrick  
Mayor Holt
10. Information/Miscellaneous
  - A. Comments/Reports from City Manager
  - B. Reports: Liquor Store – April 2025 1267
  - C. Minutes:
  - D. Correspondence: Representative Andrew Myers Letter of Support 1268  
Senator Johnson Stewart Letter of Support 1269  
Representative Andrew Myers Press Release 1270
11. Adjourn

# COUNCIL BRIEFING

**Tuesday, May 13, 2025**

Council meetings are held in the City Council Chambers in the Centennial Building on the second and fourth Tuesday each month at 6:00 PM with agendas and meeting details/locations posted to the City website the Thursday prior under the “Mayor and Council” section of the “Government” tab of the Home Page. [Government | Mound, MN \(cityofmound.com\)](#)

**\*\*\* All Meetings at City Council Chambers, Centennial Building \*\*\***

## **Upcoming Meetings Schedule:**

May 13 – City Council Regular Meeting, 6:00 PM

May 27 – City Council Regular Meeting, 6:00 PM

June 10 – City Council Regular Meeting, 6:00 PM

June 24 – City Council Regular Meeting, 6:00 PM

July 8 – City Council Regular Meeting, 6:00 PM

July 22 – City Council Regular Meeting, 6:00 PM

## **Events and Activities:**

Subscribe to RAVE messaging tool for emergency notifications and updates

[RAVE Emergency Notifications | Mound, MN \(cityofmound.com\)](#)

**Like and follow City of Mound Facebook [link goes here]**

## **City Offices:**

**Closed Monday, May 26, 2025 for Memorial Day**

**Closed Thursday, June 19, 2025 for Juneteenth Holiday**

**Closed Friday, July 4, 2025 for Independence Day**

## **City Official’s Absences**

Please notify the City Manager in advance of an absence.

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

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

2025 City of Mound Claims 05-13-25

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YEAR	BATCH NAME	DOLLAR AMOUNT
2025	HOISINGTONMARCH25	\$ 4,231.51
2025	BOLT#3-2025	\$ 158,039.86
2025	PAYREQ042225	\$ 29,304.92
2025	UBREFUNDSAPRIL25	\$ 378.37
2025	042125HWS	\$ 120,407.54
2025	050225CITYMANUAL	\$ 33,845.39
2025	051325CITY	\$ 265,945.34
<b>TOTAL CLAIMS</b>		<b>\$ 612,152.93</b>

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## Payments

Current Period: May 2025

<b>Payments Batch HOISINGTONMARCH25</b>						<b>\$4,231.51</b>	
Refer	699 HOISINGTON KOEGLER GROUP, I						
<b>Cash Payment</b>	E 101-42400-300	Professional Svcs	GENERAL MISC	PLANNING SVCS MARCH 2025		\$577.50	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	G 101-23494	PC22-18 TOWNHOMES-CO	COMMERCE PLACE- TOWNHOMES- RPG- FERN LANE- CUP VACATION REVIEW - PC 22-18 - PLANNING SVCS	MARCH 2025		\$916.25	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	E 101-42400-300	Professional Svcs	MISC ZONING, SUBDIVISION & CODE UPDATES	PLANNING SVCS MARCH 2025		\$495.00	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	E 101-42400-300	Professional Svcs	MEETING ATTENDANCE-	PLANNING SVCS MARCH 2025		\$437.50	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	G 101-23530	2914 MEADOW LN VARIAN	2914 MEADOW LN VARIANCE - PLANNING SVCS	MARCH 2025		\$460.96	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	G 101-23531	4609 TUXEDO BLVD VARIA	4609 TUXEDO BLVD VARIANCE - PLANNING SVCS	MARCH 2025		\$517.15	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	G 101-23529	4366 WILSHIRE BLVD VAR	4366 WILSHIRE BLVD VARIANCE - PLANNING SVCS	MARCH 2025		\$432.15	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	E 101-42400-300	Professional Svcs	6639 BARTLETT BLVD- HALSTEADS BAY ESTATES DEVELOPMENT- CITY COUNCIL INTRODUCTION	PLANNING SVCS MARCH 2025		\$187.50	
Invoice	020-002-62		4/18/2025				
<b>Cash Payment</b>	E 101-42400-300	Professional Svcs	2316 COMMERCE BLVD DEVELOPMENT- CITY COUNCIL INTRODUCTION	PLANNING SVCS MARCH 2025		\$207.50	
Invoice	020-002-62		4/18/2025				
Transaction Date	5/6/2025		U.S. Bank 10100	10100	<b>Total</b>	<b>\$4,231.51</b>	

### Fund Summary

	10100 U.S. Bank 10100
101 GENERAL FUND	\$4,231.51
	\$4,231.51

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$4,231.51
Total	\$4,231.51

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Payments

Current Period: May 2025

Payments Batch BOLT#3-2025		\$158,039.86	
Refer	767 BOLTON AND MENK, INCORPORA -		
Cash Payment	E 101-43100-300 Professional Srvs	GIS UPDATES ENG SVC ENG SVCS MARCH 2025	\$2,918.34
Invoice 0361001	4/21/2025		
Cash Payment	E 601-49400-300 Professional Srvs	GIS UPDATES ENG SVC ENG SVCS MARCH 2025	\$2,918.33
Invoice 0361001	4/21/2025		
Cash Payment	E 602-49450-300 Professional Srvs	GIS UPDATES ENG SVC ENG SVCS MARCH 2025	\$2,918.33
Invoice 0361001	4/21/2025		
Cash Payment	E 401-43100-300 Professional Srvs	MSA SYSTEM COORDINATION UPDATES ENG SVCS ENG SVCS MARCH 2025	\$170.32
Invoice 0361015	4/21/2025		
Transaction Date	5/8/2025	U.S. Bank 10100 10100	<b>Total</b> \$8,925.32
Refer	768 BOLTON AND MENK, INCORPORA -		
Cash Payment	E 101-43100-300 Professional Srvs	GENERAL ENGINEERING SVCS MARCH 2025	\$900.81
Invoice 0361000	4/21/2025		
Cash Payment	E 602-49450-300 Professional Srvs	GENERAL ENGINEERING SVCS MARCH 2025	\$900.80
Invoice 0361000	4/21/2025		
Cash Payment	E 601-49400-300 Professional Srvs	GENERAL ENGINEERING SVCS MARCH 2025	\$900.81
Invoice 0361000	4/21/2025		
Cash Payment	E 601-49400-300 Professional Srvs	WATER DEPT ENGINEERING SVCS MARCH 2025- STATE OF THE WATER RESEARCH, PRESENTATION, STATUS UPDATE, SHOT CURBSTOPS ON LYNWOOD GPS, FUNDING REQUEST COORDINATION, LEAD SVC FUNDING FOLLOW UP	\$2,338.56
Invoice 0361000	4/21/2025		
Cash Payment	E 602-49450-300 Professional Srvs	SEWER DEPT ENGINEERING SVCS MARCH 2025- MCES WORK. I & I SPENDING REVIEW	\$378.00
Invoice 0361000	4/21/2025		
Cash Payment	E 101-43100-300 Professional Srvs	STREET DEPT ENGINEERING SVCS MARCH 2025- FERN LANE TOWNHOMES, MSA ADMINISTRATION, DNR MAPS, MDNR LAKE ACCESS FIGURE	\$836.84
Invoice 0361000	4/21/2025		
Cash Payment	G 101-23494 PC22-18 TOWNHOMES-CO	FERN LANE TOWNHOMES DEVELOPMENT PRELIMINARY REVIEW ENG SVCS MARCH 2025	\$155.04
Invoice 0361000	4/21/2025		
Transaction Date	5/8/2025	U.S. Bank 10100 10100	<b>Total</b> \$6,410.86
Refer	769 BOLTON AND MENK, INCORPORA -		
AP Payment	E 601-49400-500 Capital Outlay FA	2024 LEAD SVC & CAST IRON PIPELINE ASSESSMENT PROJ- PW 24-09 - ENG SVCS MARCH 2025	\$154.00
Invoice 0361012	4/21/2025		
AP Payment	E 602-49450-500 Capital Outlay FA	2025 MANHOLE REHAB PROJ- PW 25-05 ENG SVCS MARCH 2025	\$4,392.52
Invoice 0361003	4/21/2025		
AP Payment	E 601-49400-500 Capital Outlay FA	2025 LEAD SVC LINE REPLACEMENT PROJ- PW 25-17 ENG SVCS MARCH 2025	\$3,027.44
Invoice 0361013	4/21/2025		

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Payments

Current Period: May 2025

Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$7,573.96</b>
Refer	770 BOLTON AND MENK, INCORPORA				
Cash Payment	E 401-43124-303	Engineering Fees	2024 PAVER SIDEWALK REPLACEMENT-DOWNTOWN SIDEWALKS GROUP 2 PHASE 3, PW 24-08 - ENG SVCS MARCH 2025		\$995.04
Invoice 0361016	4/21/2025			Project PW2408	
Cash Payment	G 101-23446	LIFESTYLE HOMES MOUN	LIFESTYLE HOMES/ ARTESSA DEVELOPMENT-ENG SVCS MARCH 2025		\$220.00
Invoice 0361010	4/21/2025				
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$1,215.00</b>
Refer	771 BOLTON AND MENK, INCORPORA				
Cash Payment	E 427-43121-440	Other Contractual Servic	2025 CRACK SEAL PROJ PW 25-06 ENG SVCS MARCH 2025		\$232.30
Invoice 0360996	4/21/2025			Project PW2506	
Cash Payment	E 427-43121-440	Other Contractual Servic	2025 SEALCOAT PROJ PW 25-07 ENG SVCS MARCH 2025		\$232.30
Invoice 0360996	4/21/2025			Project PW2507	
Cash Payment	E 404-45200-303	Engineering Fees	2023 HARBOR DISTRICT PARK IMPROV PROJ PW 23-09 ENG SVCS MARCH 2025		\$336.00
Invoice 0361011	4/21/2025			Project PW2309	
Cash Payment	E 602-49450-500	Capital Outlay FA	2025 SEWER TELEVISIONING IMPROVEMENT PROJ PW 25-04 - ENG SVCS MARCH 2025		\$3,158.52
Invoice 0361005	4/21/2025			Project PW2504	
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$3,959.12</b>
Refer	772 BOLTON AND MENK, INCORPORA				
AP Payment	E 602-49450-500	Capital Outlay FA	2024 LIFT STATION A-3 SUNSET IMPROV PROJ PW 24-03 ENG SVCS MARCH 2025		\$924.00
Invoice 0360995	4/21/2025			Project PW2403	
AP Payment	E 602-49450-500	Capital Outlay FA	2025 LIFT STATION C-4 WOODLAND IMPROV PROJ PW 25-03 ENG SVCS MARCH 2025		\$11,431.48
Invoice 0361002	4/21/2025			Project PW2503	
AP Payment	E 601-49400-500	Capital Outlay FA	WATER TREATMENT INFRASTRUCTURE IMPROVEMENTS PROJ PW 25-12 ENG SVCS MARCH 2025		\$19,987.00
Invoice 0361022	4/21/2025			Project PW2512	
AP Payment	E 401-43122-303	Engineering Fees	2025 COUNTY RD 15 SIDEWALK IMPROV FAIRVIEW TO SETON - PROJ PW 25-08 ENG SVCS MARCH 2025		\$9,236.16
Invoice 0360999	4/21/2025			Project PW2508	
AP Payment	E 401-43123-303	Engineering Fees	2025 COUNTY RD 15 SIDEWALK IMPROV PROJ BELMONT TO FAIRVIEW PW 25-09 ENG SVCS MARCH 2025		\$5,011.40
Invoice 0360998	4/21/2025			Project PW2509	
AP Payment	E 401-43120-303	Engineering Fees	2025 STREET RECONSTRUCTION IMPROV - PROJ PW 25-01 ENG SVCS MARCH 2025		\$59,212.70
Invoice 0361009	4/21/2025			Project PW2501	
AP Payment	E 401-43121-303	Engineering Fees	2025 STREET MILL & OVERLAY IMPROV PROJ PW 25-02 ENG SVCS MARCH 2025		\$13,923.18
Invoice 0361004	4/21/2025			Project PW2502	
Cash Payment	E 404-45200-303	Engineering Fees	2025 LOST LAKE COMMONS PARK PHASE 2-PW 25-10 ENG SVCS MARCH 2025		\$10,229.64
Invoice 0361014	4/21/2025			Project PW2510	

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

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Current Period: May 2025

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Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$129,955.56</b>
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Fund Summary

	10100 U.S. Bank 10100	
101 GENERAL FUND	\$5,031.03	
401 GENERAL CAPITAL PROJECTS	\$88,548.80	
404 COMMUNITY INVESTMENT RESERVE	\$10,565.64	
427 STREET MAINTENANCE	\$464.60	
601 WATER FUND	\$29,326.14	
602 SEWER FUND	\$24,103.65	
	\$158,039.86	

Pre-Written Checks	\$0.00	
Checks to be Generated by the Computer	\$158,039.86	
Total	\$158,039.86	

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**Payments**

**Current Period: April 2025**

**Payment Batch PAYREQ042225**

**\$29,304.92**

Refer	603 <i>CREATE CONSTRUCTION, LLC</i>	Ck# 079153 4/22/2025	
Cash Payment	E 401-43124-500 Capital Outlay FA	PAY REQUEST #5 2024 DOWNTOWN PAVER SIDEWALK REPLACEMENT PROJECT GROUP 2 PW 24-08 WORK COMPLETED JAN 17, THRU APRIL 9, 2025	<b>\$17,469.50</b>

Invoice 042225	4/15/2025		Project PW2408
Transaction Date	4/23/2025	U.S. Bank 10100 10100	<b>Total \$17,469.50</b>

Refer	605 <i>WIDMER CONSTRUCTION, LLC</i>	Ck# 079154 4/22/2025	
Cash Payment	E 602-49450-500 Capital Outlay FA	PAY REQUEST #4 2024 LIFT STATION IMPROVEMENT PROJ PW 24-03 A-3 SUNSET LS WORK COMPLETED NOV 26, 2024 THRU APRIL 4, 2025	<b>\$11,835.42</b>

Invoice 042225	4/7/2025		Project PW2403
Transaction Date	4/23/2025	U.S. Bank 10100 10100	<b>Total \$11,835.42</b>

**Fund Summary**

	10100 U.S. Bank 10100	
401 GENERAL CAPITAL PROJECTS		\$17,469.50
602 SEWER FUND		\$11,835.42
		<u>\$29,304.92</u>

Pre-Written Checks		\$29,304.92
Checks to be Generated by the Computer		\$0.00
Total		<u>\$29,304.92</u>

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## Payments

Current Period: April 2025

**Payments Batch UBREFUNDSAPRIL25** **\$378.37**

Refer	656 TRADEMARK TITLE SVCS, INC SH	-		
Cash Payment	R 601-49400-36200 Miscellaneous Reven		4927 TUXEDO BLVD- C. & K. SMITH UTILITY REFUND-TRADEMARK TITLE SVCS, INC SHAKOPEE	<b>\$257.73</b>

Invoice 042525	4/25/2025				
Transaction Date	4/25/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$257.73</b>

Refer	657 VAN OOSTEN, ROGER & JANET	-		
Cash Payment	R 601-49400-36200 Miscellaneous Reven		3046 JULIA WAY- R. & J. VAN OOSTEN- UTILITY REFUND	<b>\$120.64</b>

Invoice 042525	4/25/2025				
Transaction Date	4/25/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$120.64</b>

### Fund Summary

	10100 U.S. Bank 10100	
601 WATER FUND	\$378.37	
	\$378.37	

Pre-Written Checks		\$0.00
Checks to be Generated by the Computer		\$378.37
Total		\$378.37

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Payments

Current Period: April 2025

Payments Batch 042125HWS		\$120,407.54	
Refer	582 ARTISAN BEER COMPANY	-	
Cash Payment	E 609-49750-252 Beer For Resale	BEER CREDIT	-\$40.04
Invoice	419123 4/7/2025		
Transaction Date	4/18/2025	U.S. Bank 10100 10100	<b>Total</b> -\$40.04
Refer	597 ARTISAN BEER COMPANY	-	
Cash Payment	E 609-49750-252 Beer For Resale	BEER	\$879.60
Invoice	3757975 4/4/2025		
Cash Payment	E 609-49750-252 Beer For Resale	BEER	\$687.70
Invoice	3759567 4/11/2025		
Cash Payment	E 609-49750-257 THC for Resale	THC	\$43.10
Invoice	3757976 4/4/2025		
Cash Payment	E 609-49750-252 Beer For Resale	BEER CREDIT	-\$50.00
Invoice	3751594-CR 3/7/2025		
Cash Payment	E 609-49750-252 Beer For Resale	BEER BAL DUE	\$153.30
Invoice	3751594-2 3/7/2025		
Transaction Date	4/18/2025	U.S. Bank 10100 10100	<b>Total</b> \$1,713.70
Refer	634 BACK CHANNEL BREWING	-	
Cash Payment	E 609-49750-252 Beer For Resale	BEER	\$386.00
Invoice	2658 4/9/2025		
Cash Payment	E 609-49750-257 THC for Resale	THC	\$304.00
Invoice	2659 4/9/2025		
Transaction Date	4/18/2025	U.S. Bank 10100 10100	<b>Total</b> \$690.00
Refer	579 BELLBOY CORPORATION	-	
Cash Payment	E 609-49750-210 Operating Supplies	SUPPLIES, BAGS	\$31.00
Invoice	0109675400 4/9/2025		
Cash Payment	E 609-49750-254 Soft Drinks/Mix For Res	MIX	\$191.50
Invoice	0109674100 4/9/2025		
Cash Payment	E 609-49750-255 Misc Merchandise For R	SHOT GLASSES	\$3.98
Invoice	0109674100 4/9/2025		
Transaction Date	4/18/2025	U.S. Bank 10100 10100	<b>Total</b> \$226.48
Refer	580 BELLBOY CORPORATION	-	
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR	\$4,331.64
Invoice	0207340400 4/9/2025		
Cash Payment	E 609-49750-257 THC for Resale	THC	\$168.00
Invoice	0207340400 4/9/2025		
Transaction Date	4/18/2025	U.S. Bank 10100 10100	<b>Total</b> \$4,499.64
Refer	581 BELLBOY CORPORATION	-	
Cash Payment	E 609-49750-251 Liquor For Resale	LIQUOR	\$1,187.00
Invoice	0207409700 4/16/2025		
Cash Payment	E 609-49750-253 Wine For Resale	WINE	\$352.25
Invoice	0207410000 4/16/2025		
Transaction Date	4/18/2025	U.S. Bank 10100 10100	<b>Total</b> \$1,539.25
Refer	598 BELLBOY CORPORATION	-	
Cash Payment	E 609-49750-210 Operating Supplies	SUPPLIES, BAGS, C-FOLD TOWELS	\$225.37
Invoice	0109698200 4/16/2025		

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## Payments

Current Period: April 2025

Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX		\$141.00
Invoice	0109698200	4/16/2025			
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b> \$366.37
Refer	632 BETTER BEV CO, LLC		-		
Cash Payment	E 609-49750-257	THC for Resale	THC		\$665.50
Invoice	00412	4/10/2025			
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b> \$665.50
Refer	633 BOURGET IMPORTS, LLC		-		
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR		\$598.00
Invoice	216467	4/10/2025			
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b> \$598.00
Refer	589 BREAKTHRU BEVERAGE MN BEE		-		
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$5,368.61
Invoice	120741742	4/1/2025			
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$156.95
Invoice	120741743	4/1/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR		\$51.00
Invoice	120741744	4/1/2025			
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b> \$5,576.56
Refer	628 BREAKTHRU BEVERAGE MN BEE		-		
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$7,604.98
Invoice	120955249	4/15/2025			
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$161.95
Invoice	120955250	4/15/2025			
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$119.00
Invoice	120955612	4/15/2025			
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b> \$7,885.93
Refer	638 BREAKTHRU BEVERAGE MN BEE		-		
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$8,098.36
Invoice	120845618	4/8/2025			
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$331.05
Invoice	120845619	4/8/2025			
Cash Payment	E 609-49750-252	Beer For Resale	BEER		\$41.00
Invoice	120847775	4/8/2025			
Cash Payment	E 609-49750-252	Beer For Resale	BEER CREDIT		-\$29.25
Invoice	413378301	3/24/2025			
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b> \$8,441.16
Refer	586 BREAKTHRU BEVERAGE MN WINE		-		
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$637.07
Invoice	120876653	4/9/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR		\$3,486.73
Invoice	120876652	4/9/2025			
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$476.00
Invoice	120896804	4/9/2025			
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX		\$97.25
Invoice	120872968	4/9/2025			



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Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR			\$482.40
Invoice	799921	4/9/2025				
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR			\$681.00
Invoice	802113	4/16/2025				
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$202.00
Invoice	802113	4/16/2025				
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b>	\$2,825.80
Refer	636 COCA COLA-GREAT LAKES DISTRI					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX- COKE PRODUCTS			\$661.26
Invoice	46408539009	4/7/2025				
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b>	\$661.26
Refer	592 DAHLHEIMER BEVERAGE LLC					
Cash Payment	E 609-49750-257	THC for Resale	THC			\$765.00
Invoice	2434585	4/1/2025				
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$65.85
Invoice	2434585	4/1/2025				
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$1,157.20
Invoice	2434618	4/1/2025				
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$697.50
Invoice	2440350	4/8/2025				
Cash Payment	E 609-49750-257	THC for Resale	THC			\$324.00
Invoice	2440349	4/8/2025				
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR CREDIT			-\$110.80
Invoice	2434787	3/31/2025				
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b>	\$2,898.75
Refer	624 DAHLHEIMER BEVERAGE LLC					
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$78.60
Invoice	2445813	4/15/2025				
Cash Payment	E 609-49750-257	THC for Resale	THC			\$300.00
Invoice	2445813	4/15/2025				
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$1,741.05
Invoice	2445814	4/15/2025				
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b>	\$2,119.65
Refer	623 GLOBAL RESERVE DISSTRIBUTIO					
Cash Payment	E 609-49750-257	THC for Resale	THC			\$466.00
Invoice	16219	4/11/2025				
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b>	\$466.00
Refer	591 HOHENSTEINS, INCORPORATED					
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$27.00
Invoice	810277	4/8/2025				
Cash Payment	E 609-49750-252	Beer For Resale	BEER			\$2,138.70
Invoice	810279	4/8/2025				
Cash Payment	E 609-49750-257	THC for Resale	THC			\$337.50
Invoice	810278	4/8/2025				
Transaction Date	4/18/2025		U.S. Bank 10100	10100	<b>Total</b>	\$2,503.20
Refer	629 HOHENSTEINS, INCORPORATED					

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Cash Payment	E 609-49750-252	Beer For Resale	BEER						\$27.00
Invoice	808340			4/1/2025					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$63.75
Invoice	808340			4/1/2025					
Cash Payment	E 609-49750-252	Beer For Resale	BEER						\$788.15
Invoice	808341			4/1/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$878.90
Refer	622	INBOUND BREWCO							
Cash Payment	E 609-49750-252	Beer For Resale	BEER						\$161.00
Invoice	242315			4/16/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$161.00
Refer	631	INSIGHT BREWING COMPANY							
Cash Payment	E 609-49750-252	Beer For Resale	BEER						\$272.22
Invoice	23085			4/9/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$272.22
Refer	593	JOHNSON BROTHERS LIQUOR							
Cash Payment	E 609-49750-257	THC for Resale	THC						\$342.60
Invoice	2769589			4/16/2025					
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$4,548.92
Invoice	2769587			4/16/2025					
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$342.10
Invoice	2769588			4/16/2025					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$47.95
Invoice	2769590			4/16/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$5,281.57
Refer	600	JOHNSON BROTHERS LIQUOR							
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$0.00
Invoice	2764909			4/9/2025					
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$10,056.70
Invoice	2764910			4/9/2025					
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$3,741.18
Invoice	2764913			4/9/2025					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$136.00
Invoice	2764909			4/9/2025					
Cash Payment	E 609-49750-257	THC for Resale	THC						\$57.37
Invoice	2764912			4/9/2025					
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$506.64
Invoice	2763429			4/8/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$14,497.89
Refer	619	LIBATION PROJECT							
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$432.12
Invoice	87257			4/4/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$432.12
Refer	620	LUCE LINE BREWING CO.							
Cash Payment	E 609-49750-252	Beer For Resale	BEER						\$334.00
Invoice	3687			4/2/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$334.00

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Refer	604 LUPULIN BREWING COMPANY	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$426.05
Invoice	65868	4/1/2025			
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	\$426.05
Refer	609 MARLIN S TRUCKING DELIVERY	-			
Cash Payment	E 609-49750-265 Freight	DELIVERY SVC 3-20-25			\$522.35
Invoice	40293	3/20/2025			
Cash Payment	E 609-49750-265 Freight	DELIVERY SVC 3-27-25			\$675.80
Invoice	40306	3/27/2025			
Cash Payment	E 609-49750-265 Freight	DELIVERY SVC 4-3--25			\$310.00
Invoice	40318	4/3/2025			
Cash Payment	E 609-49750-265 Freight	DELIVERY SVC 4-10--25			\$534.75
Invoice	40330	4/10/2025			
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	\$2,042.90
Refer	612 MEGA BEER LLC	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$411.25
Invoice	23623	4/9/2025			
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	\$411.25
Refer	621 MINNEHAHA BUILDING MAINTENA	-			
Cash Payment	E 609-49750-400 Repairs & Maintenance-	WASH WINDOWS INSIDE & OUT HWS 3-20-25			\$74.81
Invoice	180287169	4/13/2025			
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	\$74.81
Refer	615 MODIST BREWING CO. LLC	-			
Cash Payment	E 609-49750-252 Beer For Resale	BEER			\$382.95
Invoice	57871	4/2/2025			
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	\$382.95
Refer	617 MOUND MARKETPLACE ASSOC	-			
Cash Payment	E 609-49750-412 Building Rentals	MARCH 2025 COMMON AREA MTCE & INSURANCE HWS			\$1,658.98
Invoice	042125	5/1/2025			
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	\$1,658.98
Refer	639 NAMA PRODUCTS, LLC	-			
Cash Payment	E 609-49750-257 THC for Resale	THC			\$199.00
Invoice	311128	4/5/2025			
Transaction Date	4/21/2025	U.S. Bank 10100	10100	<b>Total</b>	\$199.00
Refer	640 NOTHING BUT HEMP	-			
Cash Payment	E 609-49750-257 THC for Resale	THC			\$600.00
Invoice	3268	3/25/2025			
Transaction Date	4/21/2025	U.S. Bank 10100	10100	<b>Total</b>	\$600.00
Refer	594 PAUSTIS AND SONS WINE COMPA	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$654.50
Invoice	263241	4/15/2025			
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	\$654.50
Refer	630 PAUSTIS AND SONS WINE COMPA	-			
Cash Payment	E 609-49750-253 Wine For Resale	WINE			\$427.25
Invoice	262644	4/8/2025			

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Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$22.50
Invoice	262649	4/8/2025							
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$1,605.50
Invoice	26548	3/11/2025							
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$2,055.25
Refer	587 PHILLIPS WINE AND SPIRITS, INC								
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$1,170.91
Invoice	6961342	4/16/2025							
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$88.00
Invoice	6961344	4/16/2025							
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$28.05
Invoice	6961344	4/16/2025							
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$977.13
Invoice	6961343	4/16/2025							
Cash Payment	E 609-49750-257	THC for Resale	THC						\$63.00
Invoice	6961345	4/16/2025							
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$2,327.09
Refer	588 PHILLIPS WINE AND SPIRITS, INC								
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$798.21
Invoice	6957532	4/9/2025							
Cash Payment	E 609-49750-257	THC for Resale	THC						\$189.00
Invoice	6957534	4/9/2025							
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$88.00
Invoice	6942692-1	3/12/2025							
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$1,075.21
Refer	595 PHILLIPS WINE AND SPIRITS, INC								
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$341.16
Invoice	6957531	4/9/2025							
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$88.00
Invoice	6957533	4/9/2025							
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$178.00
Invoice	6957533	4/9/2025							
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$607.16
Refer	618 PLUNKETT S, INCORPORATED								
Cash Payment	E 609-49750-440	Other Contractual Servic	CONTRACTED PEST CONTROL SVC 3-17-25						\$74.81
Invoice	180287169	4/13/2025	HWS						
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$74.81
Refer	614 PRYES BREWING COMPANY, LLC								
Cash Payment	E 609-49750-252	Beer For Resale	BEER						\$246.92
Invoice	95874	4/10/2025							
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$246.92
Refer	608 SHAMROCK GROUP, INC.								
Cash Payment	E 609-49750-255	Misc Merchandise For R	ICE						\$80.54
Invoice	122-0020	4/9/2025							
Cash Payment	E 609-49750-255	Misc Merchandise For R	ICE						\$96.48
Invoice	448354	4/2/2025							

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Cash Payment	E 609-49750-255	Misc Merchandise For R	ICE						\$112.92
Invoice	122-00059			4/16/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$289.94
Refer	607 SHANKEN COMMUNICATIONS, INC								
Cash Payment	E 609-49750-255	Misc Merchandise For R	WINE SPECTATOR PUBLICATIONS 4-30-25						\$17.50
Invoice	S0844381		EDITION- MDSE FOR RESALE	4/1/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$17.50
Refer	613 SOUTHERN GLAZERS OF MN WIN								
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$921.82
Invoice	2612730			4/17/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$921.82
Refer	583 SOUTHERN WINE & SPIRITS OF M								
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$4,644.80
Invoice	2610102			4/10/2025					
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$7,406.59
Invoice	2610097			4/10/2025					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$125.00
Invoice	2610099			4/10/2025					
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$42.51
Invoice	2610101			4/10/2025					
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$1,934.55
Invoice	2610100			4/10/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$14,153.45
Refer	635 SOUTHERN WINE & SPIRITS OF M								
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$2,287.57
Invoice	2612729			4/17/2025					
Cash Payment	E 609-49750-251	Liquor For Resale	LIQUOR						\$1,399.45
Invoice	2612728			4/17/2025					
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$61.12
Invoice	2612732			4/17/2025					
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX						\$224.00
Invoice	2612731			4/17/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$3,972.14
Refer	626 SOVEREIGN ESTATE WINE								
Cash Payment	E 609-49750-253	Wine For Resale	WINE						\$176.04
Invoice	000350			4/2/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$176.04
Refer	599 ST. CLOUD REFRIGERATION, INC								
Cash Payment	E 609-49750-400	Repairs & Maintenance-	HVAC PREV MTCE- COOLERS,						\$521.02
Invoice	AW20172		CONDENSERS -HWS - CHANGE FILTERS & BELTS	4/17/2025					
Transaction Date	4/18/2025		U.S. Bank 10100	10100			<b>Total</b>		\$521.02
Refer	616 STEEL TOE BREWING, LLC								
Cash Payment	E 609-49750-252	Beer For Resale	BEER						\$204.00
Invoice	60022			4/15/2025					

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Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$204.00</b>
Refer	610 SUMMER LAKES BEVERAGE LLC -				
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	MIX		\$1,320.00
Invoice 9345	4/15/2025				
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$1,320.00</b>
Refer	590 WINE COMPANY -				
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$750.00
Invoice 292891	2/20/2025				
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$284.00
Invoice 296480	4/3/2025				
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$1,034.00</b>
Refer	585 WINE MERCHANTS -				
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$136.00
Invoice 7515629	4/16/2025				
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$1,220.73
Invoice 7514707	4/9/2025				
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$1,356.73</b>
Refer	611 WINEBOW -				
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$247.00
Invoice 00164572	4/15/2025				
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$247.00</b>
Refer	602 Z WINES USA LLC -				
Cash Payment	E 609-49750-253	Wine For Resale	WINE		\$263.50
Invoice 27787	4/9/2025				
Transaction Date	4/18/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$263.50</b>

**Fund Summary**

	10100 U.S. Bank 10100	
609 MUNICIPAL LIQUOR FUND		\$120,407.54
		<u>\$120,407.54</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$120,407.54
<b>Total</b>	<b>\$120,407.54</b>

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Payments Batch 050225CITYMANUAL		\$33,845.39	
Refer	680 BROUSSEAU, COLE	-	
Cash Payment	E 285-46388-430 Miscellaneous	LOST LAKE DOCK SLIP PROGRAM KEY DEPOSIT RETURN REFUND- C. BROUSSEAU	\$50.00
Invoice	042525 5/1/2025		
Transaction Date	5/5/2025	U.S. Bank 10100 10100	<b>Total</b> \$50.00
Refer	678 CANON FINANCIAL SERVICES, INC	-	
Cash Payment	E 609-49750-202 Duplicating and copying	COPIER RENTAL- HARBOR WINE & SPIRITS- APRIL 2025	\$34.40
Invoice	39818521 4/11/2025		
Transaction Date	5/5/2025	U.S. Bank 10100 10100	<b>Total</b> \$34.40
Refer	660 COMMERCIAL DRIVING 101	-	
Cash Payment	E 101-43100-434 Conference & Training	COMMERCIAL DRIVERS LICENSE CLASS A - R. GEIB- CLASS A ELDT PLUS STATE SKILLS EXAM	\$3,000.00
Invoice	041825 4/18/2025		
Transaction Date	4/30/2025	U.S. Bank 10100 10100	<b>Total</b> \$3,000.00
Refer	679 CORE & MAIN LP	-	
Cash Payment	E 601-49400-210 Operating Supplies	WATER METERS & PARTS- 510M S/POINT M2 WIRED SP HR & LD--27 QTY @ \$192, 1/2" METER COUPLING, #22 GAUGE 3 CONDUIT METER WIRE	\$6,329.65
Invoice	W794673 4/16/2025		
Cash Payment	E 601-49400-210 Operating Supplies	4 ALUMINUM HOSE X FEMALE CAMLOCK PART C--WATER DEPT	\$233.37
Invoice	W759775 4/16/2025		
Cash Payment	E 601-49400-210 Operating Supplies	8 QTY IPERL WATER METERS	\$1,440.00
Invoice	W794673 4/16/2025		
Cash Payment	E 601-49400-210 Operating Supplies	6 REPAIR CLAMPS- WATER DEPT	\$1,258.70
Invoice	W759172 4/16/2025		
Transaction Date	5/5/2025	U.S. Bank 10100 10100	<b>Total</b> \$9,261.72
Refer	685 FRONTIER/CITIZENS COMMUNICA	-	
Cash Payment	E 602-49450-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$90.61
Invoice	050525 3/30/2025		
Cash Payment	E 609-49750-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$387.02
Invoice	050525 3/30/2025		
Cash Payment	E 602-49450-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$294.95
Invoice	050525 3/30/2025		
Cash Payment	E 601-49400-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$286.28
Invoice	050525 3/30/2025		
Cash Payment	E 101-43100-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$286.28
Invoice	050525 3/30/2025		
Cash Payment	E 101-41930-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$661.47
Invoice	050525 3/30/2025		
Cash Payment	E 222-42260-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$220.49
Invoice	050525 3/30/2025		
Cash Payment	E 101-41910-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25	\$110.25
Invoice	050525 3/30/2025		

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<b>Cash Payment</b>	E 101-42110-321 Telephone, Cells, & Rad	PHONE SVC 3-30-25 TO 4-29-25				<b>\$110.25</b>
Invoice	050525	3/30/2025				
Transaction Date	5/5/2025		U.S. Bank 10100	10100	<b>Total</b>	<b>\$2,447.60</b>
Refer	688	<i>GWORKS</i>				
<b>Cash Payment</b>	E 101-43100-205 Computer Hardware/Sof	STORM WATER/ STORM SEWER - ANNUAL SUBSCRIPTION- CLOUD ASSET MGMT 1-16-2025 THRU 1-15-2026 LAST YEAR- CANELLED SERVICE				<b>\$1,890.00</b>
Invoice	2019-27948	4/30/2025				
<b>Cash Payment</b>	E 101-43100-205 Computer Hardware/Sof	STREETS DEPT - ANNUAL SUBSCRIPTION- CLOUD ASSET MGMT 1-16-2025 THRU 1-15-2026 LAST YEAR- CANELLED SERVICE				<b>\$1,890.00</b>
Invoice	2019-27948	4/30/2025				
<b>Cash Payment</b>	E 101-42400-205 Computer Hardware/Sof	PLANNING DEPT - ANNUAL SUBSCRIPTION- CLOUD ASSET MGMT 1-16-2025 THRU 1-15-2026 LAST YEAR- CANELLED SERVICE				<b>\$1,890.00</b>
Invoice	2019-27948	4/30/2025				
<b>Cash Payment</b>	E 101-45200-205 Computer Hardware/Sof	PARKS DEPT - ANNUAL SUBSCRIPTION- CLOUD ASSET MGMT 1-16-2025 THRU 1-15-2026 LAST YEAR- CANELLED SERVICE				<b>\$1,890.00</b>
Invoice	2019-27948	4/30/2025				
<b>Cash Payment</b>	E 601-49400-205 Computer Hardware/Sof	WATER DEPT - ANNUAL SUBSCRIPTION- CLOUD ASSET MGMT 1-16-2025 THRU 1-15-2026 LAST YEAR- CANELLED SERVICE				<b>\$1,890.00</b>
Invoice	2019-27948	4/30/2025				
<b>Cash Payment</b>	E 602-49450-205 Computer Hardware/Sof	SEWER DEPT- ANNUAL SUBSCRIPTION- CLOUD ASSET MGMT 1-16-2025 THRU 1-15-2026 LAST YEAR- CANELLED SERVICE				<b>\$1,890.00</b>
Invoice	2019-27948	4/30/2025				
Transaction Date	5/5/2025		U.S. Bank 10100	10100	<b>Total</b>	<b>\$11,340.00</b>
Refer	687	<i>HOME DEPOT CREDIT SERVICES</i>				
<b>Cash Payment</b>	E 222-42260-210 Operating Supplies	HUSKY HEAVY DUTY FLIP UP TOOL HOLDER- FIRE DEPT				<b>\$7.98</b>
Invoice	9041160	4/12/2025				
<b>Cash Payment</b>	E 601-49400-220 Repair Supplies & Equip	2 QTY HEAVY DUTY 12.0 AH BATTERIES- WATER DEPT				<b>\$498.00</b>
Invoice	9511556	4/2/2025				
<b>Cash Payment</b>	E 602-49450-220 Repair Supplies & Equip	4.53 GALLONS BEHR SOLID STAIN- SUNSET LIFT STATION- SEWER DEPT				<b>\$212.75</b>
Invoice	7522939	4/2/2025				
<b>Cash Payment</b>	E 602-49450-220 Repair Supplies & Equip	60 PC BIT SET, 2 TOOL 18-VOLT COMBO KIT, 15" PRY BAR, 2 QTY 25' TAPE MEASURES- SEWER DEPT				<b>\$439.76</b>
Invoice	9022963	3/13/2025				
<b>Cash Payment</b>	E 602-49450-220 Repair Supplies & Equip	6 QTY 6' X 8' FENCE PANELS, 7 GALLONS CEDAR TONE STAIN, MISC NAILS, SCREWS, HANGARS- LIFT STATION FENCE- SEWER DEPT				<b>\$900.71</b>
Invoice	3023802	3/19/2025				
<b>Cash Payment</b>	E 222-42260-210 Operating Supplies	3 QTY 300V RUBBER CORDS, 5 RUBBER GROUNDING PLUGS, 15A 125VOLT 3-WIRE LIGHTED CONNECTORS- FIRE DEPT				<b>\$27.15</b>
Invoice	6626150	3/16/2025				

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<b>Cash Payment</b>	E 101-43100-220	Repair Supplies & Equip	5 GALLON 20 L AIR OPERATED GREASE PUMP W/ 13' HIGH PRESSURE HOSE & GREASE GUN, GREASE BUCKET PUMP-STREETS DEPT	\$114.29
Invoice	WG84258897		3/19/2025	
Transaction Date	5/5/2025	U.S. Bank 10100	10100	<b>Total</b> \$2,200.64
Refer	683	MILLIREN, GUY	-	
<b>Cash Payment</b>	E 285-46388-430	Miscellaneous	LOST LAKE DOCK SLIP PROGRAM KEY DEPOSIT RETURN REFUND- G. MILLIREN	\$50.00
Invoice	042925		5/1/2025	
Transaction Date	5/5/2025	U.S. Bank 10100	10100	<b>Total</b> \$50.00
Refer	682	OBRIEN, BRENDON	-	
<b>Cash Payment</b>	E 285-46388-430	Miscellaneous	LOST LAKE DOCK SLIP PROGRAM KEY DEPOSIT RETURN REFUND- K. & B. OBRIEN	\$50.00
Invoice	042825		5/1/2025	
Transaction Date	5/5/2025	U.S. Bank 10100	10100	<b>Total</b> \$50.00
Refer	684	OLSON, DAVE	-	
<b>Cash Payment</b>	R 281-45210-34725	Dock Permits	REFUND OF ADDTL WATERCRAFT FEE-MOORING ONLY 1 WATERCRAFT- PD FOR 2 BOATS- D. OLSON	\$190.00
Invoice	042225		5/1/2025	
Transaction Date	5/5/2025	U.S. Bank 10100	10100	<b>Total</b> \$190.00
Refer	659	POSTMASTER - US POSTAL SVC	-	
<b>Cash Payment</b>	E 101-41115-440	Other Contractual Servic	POSTAGE - CITY COMPASS NEWSLETTER - MAY, JUNE, JULY 2025 EDITION	\$1,133.29
Invoice	050525		4/29/2025	
Transaction Date	4/30/2025	U.S. Bank 10100	10100	<b>Total</b> \$1,133.29
Refer	686	VERIZON WIRELESS	-	
<b>Cash Payment</b>	E 101-43100-321	Telephone, Cells, & Rad	CELL PHONE CHARGES 3-14-25 THRU 4-13-25	\$22.76
Invoice	6110938022		4/13/2025	
<b>Cash Payment</b>	E 601-49400-321	Telephone, Cells, & Rad	CELL PHONE CHARGES 3-14-25 THRU 4-13-25	\$91.34
Invoice	6110938022		4/13/2025	
<b>Cash Payment</b>	E 602-49450-321	Telephone, Cells, & Rad	CELL PHONE CHARGES 3-14-25 THRU 4-13-25	\$91.34
Invoice	6110938022		4/13/2025	
<b>Cash Payment</b>	E 101-42400-321	Telephone, Cells, & Rad	CELL PHONE CHARGES 3-14-25 THRU 4-13-25	\$3.36
Invoice	6110938022		4/13/2025	
<b>Cash Payment</b>	E 101-45200-321	Telephone, Cells, & Rad	CELL PHONE CHARGES 3-14-25 THRU 4-13-25	\$19.40
Invoice	6110938022		4/13/2025	
<b>Cash Payment</b>	E 101-41310-321	Telephone, Cells, & Rad	CELL PHONE CHARGES 3-14-25 THRU 4-13-25	\$101.54
Invoice	6110938022		4/13/2025	
Transaction Date	5/5/2025	U.S. Bank 10100	10100	<b>Total</b> \$329.74
Refer	676	VICTORIA REPAIR & MFG. INC.	-	
<b>Cash Payment</b>	E 101-43100-404	Equip & Vehicle Repairs	REPAIR RAMP- STREETS DEPT	\$60.00
Invoice	11364		4/1/2025	

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Transaction Date	5/5/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$60.00</b>
Refer	677 WASH MASTERS, LLC				
Cash Payment	E 285-46388-400	Repairs & Maintenance-	COMMERCIAL WINDOW CLEANING @ PARKING RAMP MTC WAITING ROOM- CLEAN EXTERIOR & INTERIOR WINDOWS, WIPE DOWN SILLS & LEDGES		\$1,523.00
Invoice 6351	4/16/2025				
Cash Payment	E 222-42260-402	Building Maintenance	COMMERCIAL WINDOW CLEANING @ PUBLIC SAFETY BLDG- FIRE DEPT- CLEAN EXTERIOR & INTERIOR WINDOWS, WIPE DOWN SILLS & LEDGES		\$888.00
Invoice 6353	4/15/2025				
Cash Payment	E 101-41930-400	Repairs & Maintenance-	COMMERCIAL WINDOW CLEANING @ PUBLIC SAFETY BLDG- CITY HALL- CLEAN EXTERIOR & INTERIOR WINDOWS, WIPE DOWN SILLS & LEDGES		\$888.00
Invoice 6353	4/15/2025				
Cash Payment	E 101-41910-400	Repairs & Maintenance-	COMMERCIAL WINDOW CLEANING @ CENTENNIAL BLDG- CLEAN EXTERIOR & INTERIOR WINDOWS, WIPE DOWN SILLS & LEDGES		\$399.00
Invoice 6353	4/15/2025				
Transaction Date	5/5/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$3,698.00</b>

**Fund Summary**

	10100 U.S. Bank 10100	
101 GENERAL FUND		\$14,469.89
222 AREA FIRE SERVICES		\$1,143.62
281 COMMONS DOCKS FUND		\$190.00
285 HRA/HARBOR DISTRICT		\$1,673.00
601 WATER FUND		\$12,027.34
602 SEWER FUND		\$3,920.12
609 MUNICIPAL LIQUOR FUND		\$421.42
		<u>\$33,845.39</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$33,845.39
<b>Total</b>	<b>\$33,845.39</b>

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Payments Batch 051325CITY		\$265,945.34	
Refer	706 A-1 OUTDOOR POWER, INC.	-	
Cash Payment	E 101-45200-220 Repair Supplies & Equip	2 BELTS FOR TORO LAWN MOWER- PARKS	\$417.94
Invoice	571750	4/15/2025	
Transaction Date	5/7/2025	U.S. Bank 10100 10100	<b>Total</b> \$417.94
Refer	707 A-1 RENT IT, BROADWAY TENT &	-	
Cash Payment	E 601-49400-220 Repair Supplies & Equip	ADDTL 7 DAYS SIGN RENTAL- 2 SIGNS- HYDRANT FLUSHING APRIL 2025	\$50.40
Invoice	214196-2	4/21/2025	
Transaction Date	5/7/2025	U.S. Bank 10100 10100	<b>Total</b> \$50.40
Refer	760 ABM EQUIPMENT AND SUPPLY, IN	-	
Cash Payment	E 101-45200-404 Equip & Vehicle Repairs	REPAIR LEAK IN UPPER BOOM ON PUBLIC WORKS VERSALIFT	\$5,230.05
Invoice	0182683	4/29/2025	
Cash Payment	E 101-43100-404 Equip & Vehicle Repairs	REPAIR LEAK IN UPPER BOOM ON PUBLIC WORKS VERSALIFT	\$5,230.05
Invoice	0182683	4/29/2025	
Transaction Date	5/8/2025	U.S. Bank 10100 10100	<b>Total</b> \$10,460.10
Refer	708 ASPEN EQUIPMENT	-	
Cash Payment	E 101-43100-220 Repair Supplies & Equip	RUBBER UNI-GRIP SEAL- PART FOR STREETS TRUCK #218	\$181.25
Invoice	PSO09367-1	4/18/2025	
Transaction Date	5/7/2025	U.S. Bank 10100 10100	<b>Total</b> \$181.25
Refer	709 ASPEN MILLS	-	
Cash Payment	E 222-42260-210 Operating Supplies	11 - LEATHER NAME & RANK TAGS- 3 NEW FIREFIGHTERS, 1 LIEUTENANT	\$161.35
Invoice	352412	4/14/2025	
Transaction Date	5/7/2025	U.S. Bank 10100 10100	<b>Total</b> \$161.35
Refer	712 ASSURED SECURITY, INC.	-	
Cash Payment	E 601-49400-440 Other Contractual Servic	REPROGRAM CHEMICAL ROOM, CHLORINE ROOM, & WELL PUMP ROOM DOOR LOCKS @ WELL #8 EVERGREEN RD	\$178.00
Invoice	2425869	5/1/2025	
Cash Payment	E 601-49400-440 Other Contractual Servic	REPROGRAM CHEMICAL ROOM, CHLORINE ROOM, & MAIN WELL ROOM DOOR LOCKS @ WELL #3 CHATEAU LANE	\$178.00
Invoice	2425868	5/1/2025	
Cash Payment	E 601-49400-440 Other Contractual Servic	REPROGRAM DOOR LOCKS @ PUBLIC WORK SHOP: BACK BAY DOOR, OFFICE ENTRANCE, SCADA ROOM, SHOP HALLWAY ENTRANCE, SOUTH HALLWAY ENTRANCE, SUPPLY ROOM BACK DOOR	\$285.63
Invoice	2425865	5/1/2025	
Cash Payment	E 602-49450-440 Other Contractual Servic	REPROGRAM DOOR LOCKS @ PUBLIC WORK SHOP: BACK BAY DOOR, OFFICE ENTRANCE, SCADA ROOM, SHOP HALLWAY ENTRANCE, SOUTH HALLWAY ENTRANCE, SUPPLY ROOM BACK DOOR	\$285.63
Invoice	2425865	5/1/2025	

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Cash Payment	E 101-43100-440	Other Contractual Servic	REPROGRAM DOOR LOCKS @ PUBLIC WORK SHOP: BACK BAY DOOR, OFFICE ENTRANCE, SCADA ROOM, SHOP HALLWAY ENTRANCE, SOUTH HALLWAY ENTRANCE, SUPPLY ROOM BACK DOOR	\$285.62
Invoice 2425865	5/1/2025			
Cash Payment	E 101-45200-440	Other Contractual Servic	REPROGRAM DOOR LOCKS @ PUBLIC WORK SHOP: BACK BAY DOOR, OFFICE ENTRANCE, SCADA ROOM, SHOP HALLWAY ENTRANCE, SOUTH HALLWAY ENTRANCE, SUPPLY ROOM BACK DOOR	\$285.62
Invoice 2425865	5/1/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$1,498.50
Refer	710 AUTOMATIC SYSTEMS COMPANY			-
Cash Payment	E 602-49450-500	Capital Outlay FA	PROGRAM & START UP NEW F1-LAKEWINDS LIFT STATION- 2023 REPLACEMENT PROJ PW-23-03	\$5,600.00
Invoice 043235	4/24/2025		Project PW2303	
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$5,600.00
Refer	711 BENDICKSON, MARK S.INC			-
Cash Payment	E 101-43100-440	Other Contractual Servic	LEAF & DEBRIS- DUMP 6 LOADS DECEMBER 2024 & 12 LOADS APRIL 2025 @ 6705 HIGHWAY 12 MAPLE PLAIN	\$1,800.00
Invoice 050125	5/1/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$1,800.00
Refer	713 CADY BUILDING MAINTENANCE			-
Cash Payment	E 101-41930-460	Janitorial Services	MAY 2025 CLEANING SVCS- CITY HALL /POLICE	\$631.80
Invoice 4992454	5/1/2025			
Cash Payment	E 222-42260-460	Janitorial Services	MAY 2025 CLEANING SVCS- FIRE DEPT	\$340.20
Invoice 4992454	5/1/2025			
Cash Payment	E 101-41910-460	Janitorial Services	MAY 2025 CLEANING SVCS- CENTENNIAL BLDG	\$486.00
Invoice 4992454	5/1/2025			
Cash Payment	E 602-49450-460	Janitorial Services	MAY 2025 CLEANING SVCS- PUBLIC WORKS BLDG	\$121.50
Invoice 4992454	5/1/2025			
Cash Payment	E 601-49400-460	Janitorial Services	MAY 2025 CLEANING SVCS- PUBLIC WORKS BLDG	\$121.50
Invoice 4992454	5/1/2025			
Cash Payment	E 101-43100-460	Janitorial Services	MAY 2025 CLEANING SVCS- PUBLIC WORKS BLDG	\$121.50
Invoice 4992454	5/1/2025			
Cash Payment	E 101-45200-460	Janitorial Services	MAY 2025 CLEANING SVCS- PUBLIC WORKS BLDG	\$121.50
Invoice 4992454	5/1/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$1,944.00
Refer	714 CENTERPOINT ENERGY (MINNEG			-
Cash Payment	E 602-49450-383	Gas Utilities	5808 GRANDVIEW BLVD LS GENERATOR NATL GAS SVC 3-18-25 THRU 4-17-25	\$48.15
Invoice 050825	4/21/2025			

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Cash Payment	E 602-49450-383	Gas Utilities	3080 HIGHLAND BLVD LS GENERATOR NATL GAS SVC 3-18-25 THRU 4-17-25	\$30.50
Invoice	050825	4/21/2025		
Cash Payment	E 602-49450-383	Gas Utilities	4518 ISLAND VIEW DRIVE LS GENERATOR NATL GAS SVC 3-18-25 THRU 4-17-25	\$63.27
Invoice	050825	4/21/2025		
Cash Payment	E 602-49450-383	Gas Utilities	4956 ISLAND VIEW DRIVE LS GENERATOR NATL GAS SVC 3-18-25 THRU 4-17-25	\$41.18
Invoice	050825	4/21/2025		
Cash Payment	E 602-49450-383	Gas Utilities	5701 BARTLETT BLVD LS GENERATOR NATL GAS SVC 3-18-25 THRU 4-17-25	\$63.27
Invoice	050825	4/21/2025		
Cash Payment	E 602-49450-383	Gas Utilities	4351 WILSHIRE BLVD LS GENERATOR NATL GAS SVC 3-18-25 THRU 4-17-25	\$60.82
Invoice	050825	4/21/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$307.19
Refer	723 CHEVROLET OF WAYZATA		-	
Cash Payment	E 222-42260-409	Other Equipment Repair	REPLACE PARK ASSIST MODULE, PLUGGED FRONT BUMPER HARNESS BACK IN- 2024 CHEVY TAHOE- FIRE DEPT	\$231.97
Invoice	909958	5/1/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$231.97
Refer	715 CINTAS- (HWS)		-	
Cash Payment	E 609-49750-210	Operating Supplies	MATS, TOWELS, DUST MOP, WET MOP, LOGO MAT- HWS- 4/17/25	\$68.25
Invoice	4227708951	4/17/2025		
Cash Payment	E 609-49750-210	Operating Supplies	MATS, TOWELS, DUST MOP, WET MOP, LOGO MAT- HWS- 4/24/25	\$68.25
Invoice	4228424914	4/24/2025		
Cash Payment	E 609-49750-210	Operating Supplies	MATS, TOWELS, DUST MOP, WET MOP, LOGO MAT- HWS- 5/01/25	\$68.25
Invoice	4229191687	5/1/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$204.75
Refer	719 CINTAS		-	
Cash Payment	E 602-49450-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 04/28/25	\$7.06
Invoice	4228722155	4/28/2025		
Cash Payment	E 601-49400-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 04/28/25	\$7.06
Invoice	4228722155	4/28/2025		
Cash Payment	E 101-43100-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 04/28/25	\$7.06
Invoice	4228722155	4/28/2025		
Cash Payment	E 101-45200-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 04/28/25	\$7.06
Invoice	4228722155	4/28/2025		
Cash Payment	E 601-49400-218	Clothing and Uniforms	UNIFORM CLEANING- WATER DEPT -04/28/25	\$19.72
Invoice	4228722155	4/28/2025		
Cash Payment	E 101-43100-218	Clothing and Uniforms	UNIFORM CLEANING- STREETS DEPT - 04/28/25	\$19.72
Invoice	4228722155	4/28/2025		

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Cash Payment	E 101-45200-218	Clothing and Uniforms	UNIFORM CLEANING- PARKS DEPT - 04/28/25	\$19.73
Invoice	4228722155	4/28/2025		
Cash Payment	E 602-49450-218	Clothing and Uniforms	UNIFORM CLEANING- SEWER DEPT - 04/28/25	\$19.73
Invoice	4228722155	4/28/2025		
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$107.14
Refer	718 CINTAS			
Cash Payment	E 602-49450-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 4/14/25	\$7.06
Invoice	4222915521	4/14/2025		
Cash Payment	E 601-49400-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 4/14/25	\$7.06
Invoice	4222915521	4/14/2025		
Cash Payment	E 101-43100-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 4/14/25	\$7.06
Invoice	4222915521	4/14/2025		
Cash Payment	E 101-45200-210	Operating Supplies	SHOP TOWELS, TERRY TOWELS- PUB WKS SHOP- 4/14/25	\$7.06
Invoice	4222915521	4/14/2025		
Cash Payment	E 601-49400-218	Clothing and Uniforms	UNIFORM CLEANING- WATER DEPT - 4/14/25	\$19.72
Invoice	4222915521	4/14/2025		
Cash Payment	E 101-43100-218	Clothing and Uniforms	UNIFORM CLEANING- STREETS DEPT - 4/14/25	\$19.72
Invoice	4222915521	4/14/2025		
Cash Payment	E 101-45200-218	Clothing and Uniforms	UNIFORM CLEANING- PARKS DEPT - 4/14/25	\$19.73
Invoice	4222915521	4/14/2025		
Cash Payment	E 602-49450-218	Clothing and Uniforms	UNIFORM CLEANING- SEWER DEPT - 4/14/25	\$19.73
Invoice	4222915521	4/14/2025		
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$107.14
Refer	717 CINTAS			
Cash Payment	E 602-49450-210	Operating Supplies	MATS, TOWELS, CENTERPULL TOWEL REFILL- PUB WKS SHOP 4/21/25	\$22.56
Invoice	4228000089	4/21/2025		
Cash Payment	E 601-49400-210	Operating Supplies	MATS, TOWELS, CENTERPULL TOWEL REFILL- PUB WKS SHOP 4/21/25	\$22.56
Invoice	4228000089	4/21/2025		
Cash Payment	E 101-43100-210	Operating Supplies	MATS, TOWELS, CENTERPULL TOWEL REFILL- PUB WKS SHOP 4/21/25	\$22.57
Invoice	4228000089	4/21/2025		
Cash Payment	E 101-45200-210	Operating Supplies	MATS, TOWELS, CENTERPULL TOWEL REFILL- PUB WKS SHOP 4/21/25	\$22.57
Invoice	4228000089	4/21/2025		
Cash Payment	E 601-49400-218	Clothing and Uniforms	UNIFORM CLEANING- WATER DEPT -4/21/25	\$19.72
Invoice	4228000089	4/21/2025		
Cash Payment	E 101-43100-218	Clothing and Uniforms	UNIFORM CLEANING- STREETS DEPT - 4/21/25	\$19.72
Invoice	4228000089	4/21/2025		
Cash Payment	E 101-45200-218	Clothing and Uniforms	UNIFORM CLEANING- PARKS DEPT - 4/21/25	\$19.73
Invoice	4228000089	4/21/2025		
Cash Payment	E 602-49450-218	Clothing and Uniforms	UNIFORM CLEANING- SEWER DEPT - 4/21/25	\$19.73
Invoice	4228000089	4/21/2025		

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Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$169.16</b>
Refer	716 CINTAS				
Cash Payment	E 101-45200-210 Operating Supplies	-	FIRST AID CABINET ORGANIZED, EXPIRATION DATES CHECKED, DISINFECTANT SVC, RESTOCKED - BURN CARE PUMP & COTTON 4-23-25 PUBLIC WORKS SHOP		\$8.53
Invoice	5265935806	4/23/2025			
Cash Payment	E 101-43100-210 Operating Supplies	-	FIRST AID CABINET ORGANIZED, EXPIRATION DATES CHECKED, DISINFECTANT SVC, RESTOCKED - BURN CARE PUMP & COTTON 4-23-25 PUBLIC WORKS SHOP		\$8.53
Invoice	5265935806	4/23/2025			
Cash Payment	E 601-49400-210 Operating Supplies	-	FIRST AID CABINET ORGANIZED, EXPIRATION DATES CHECKED, DISINFECTANT SVC, RESTOCKED - BURN CARE PUMP & COTTON 4-23-25 PUBLIC WORKS SHOP		\$8.52
Invoice	5265935806	4/23/2025			
Cash Payment	E 602-49450-210 Operating Supplies	-	FIRST AID CABINET ORGANIZED, EXPIRATION DATES CHECKED, DISINFECTANT SVC, RESTOCKED - BURN CARE PUMP & COTTON 4-23-25 PUBLIC WORKS SHOP		\$8.52
Invoice	5265935806	4/23/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$34.10</b>
Refer	761 CORE & MAIN LP				
Cash Payment	E 601-49400-210 Operating Supplies	-	WATER METERS & PARTS- 20' PULSE CABLE W/ PULSE SENSOR, GASKETS, ZINC HEX BOLTS & NUTS		\$3,192.92
Invoice	W862984	4/25/2025			
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$3,192.92</b>
Refer	720 DURKIN, DAVID				
Cash Payment	E 101-43100-440 Other Contractual Servic	-	TAKE APART EXISTING PAVER SIDEWALK & CORRECT GRADE, HAUL AWAY EXCESS FILL @ TRUE VALUE STORE MOUND		\$1,650.00
Invoice	050825	4/13/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$1,650.00</b>
Refer	722 EDDIES AUTO AND MARINE				
Cash Payment	E 222-42260-409 Other Equipment Repair	-	OIL CHANGE, ROTATE TIRES- 2021 CHEVROLET TAHOE- FIRE CHIEF VEHICLE		\$95.00
Invoice	64045	5/1/2025			
Cash Payment	E 222-42260-409 Other Equipment Repair	-	OIL CHANGE BRAKE SWITCH, BRAKE LINE, ROTATE TIRES- 1999 FORD PICKUP F250- FIRE DEPT		\$327.71
Invoice	63847	5/1/2025			
Cash Payment	E 101-42115-210 Operating Supplies	-	OIL CHANGE- 2016 FORD EXPLORER- A. DRILLING EMERGENCY MGMT VEHICLE		\$65.00
Invoice	64083	2/25/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	<b>\$487.71</b>
Refer	724 ELECTRIC PUMP, INC				

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<b>Cash Payment</b>	E 602-49450-500	Capital Outlay FA	2 QTY NEW FLYGT NON-CLOG PUMPS- 2024 LIFT STATION REPLACEMENT PROJ PW 24-03 A-3 SUNSET	\$47,912.00
Invoice	030968	4/25/2025	Project PW2403	
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$47,912.00
Refer	725 ELECTRIC PUMP, INC			
<b>Cash Payment</b>	E 602-49450-440	Other Contractual Servic	SERVICE CALL TO LIFT STATION #16 C-5-FLOW METER IS SHOT, VALVE VAULT DRAIN CLOSED, WATER INFILTRATION FROM STEM	\$1,121.50
Invoice	030857	4/18/2025		
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$1,121.50
Refer	762 EROSION PRODUCTS LLC			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	2 STRAW BLANKETS- 8' X 112.5'	\$91.80
Invoice	942425	4/25/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$91.80
Refer	721 ESS BROTHERS AND SONS, INCO			
<b>Cash Payment</b>	E 601-49400-220	Repair Supplies & Equip	12 QTY 9" MALE TOP SECTION #69, 4' VALVE BOX ADJUSTING TOOL- WATER DEPT	\$1,165.00
Invoice	FF1881	4/24/2025		
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$1,165.00
Refer	726 FIRE EQUIPMENT SPECIALTIES, I			
<b>Cash Payment</b>	E 222-42260-219	Safety supplies	4 PAIR LION HELLFIRE 14" KEVLAR INSULATED RUBBER FIRE BOOTS- NEW FIREMEN	\$904.99
Invoice	21482	4/30/2025		
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$904.99
Refer	727 FIRE SERVICE CERT OF MINNESO			
<b>Cash Payment</b>	E 222-42260-434	Conference & Training	FIREFIGHTER II CERTIFICATION EXAM TAKEN @ LONG LAKE 4-12-25 T. WITTE	\$131.00
Invoice	13834	4/15/2025		
<b>Cash Payment</b>	E 222-42260-434	Conference & Training	INSTRUCTOR II CERTIFICATION EXAM TAKEN @ HOPKINS 4-9-25 A. DRILLING	\$142.00
Invoice	13928	4/30/2025		
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b> \$273.00
Refer	730 FIRSTNET			
<b>Cash Payment</b>	E 222-42260-321	Telephone, Cells, & Rad	CELLPHONE SVC XXX-0150- CHIEF G. PEDERSON - 3-26-25 THRU 4-25-25	\$53.87
Invoice	90913950XO32025	4/25/2025		
<b>Cash Payment</b>	E 222-42260-321	Telephone, Cells, & Rad	RIG #1 CELLPHONE SVC XXX-1663 - 3-26-25 THRU 4-25-25	\$38.23
Invoice	90913950XO32025	4/25/2025		
<b>Cash Payment</b>	E 222-42260-321	Telephone, Cells, & Rad	RIG #2 CELLPHONE SVC XXX-1934 - 3-26-25 THRU 4-25-25	\$38.23
Invoice	90913950XO32025	4/25/2025		
<b>Cash Payment</b>	E 222-42260-321	Telephone, Cells, & Rad	RIG #3 CELLPHONE SVC XXX-1852 - 3-26-25 THRU 4-25-25	\$38.23
Invoice	90913950XO32025	4/25/2025		
<b>Cash Payment</b>	E 222-42260-321	Telephone, Cells, & Rad	RIG #4 CELLPHONE SVC XXX-6881 - 3-26-25 THRU 4-25-25	\$38.23
Invoice	90913950XO32025	4/25/2025		

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Cash Payment	E 222-42260-321 Telephone, Cells, & Rad	RIG #5 CELLPHONE SVC XXX-9760 - 3-26-25 THRU 4-25-25			\$38.23
Invoice	90913950XO32025	4/25/2025			
Cash Payment	E 101-42115-321 Telephone, Cells, & Rad	CELL PHONE SVC XXX-6410 - EMERGENCY MGMT - A. DRILLING 3-26-25 THRU 4-25-25			\$22.44
Invoice	90913950XO32025	4/25/2025			
Cash Payment	E 101-42400-321 Telephone, Cells, & Rad	CELL PHONE SVC XXX-6410 - PLANNING & CODE ENFORCEMENT - A. DRILLING 3-26-25 THRU 4-25-25			\$22.44
Invoice	90913950XO32025	4/25/2025			
Cash Payment	E 222-42260-321 Telephone, Cells, & Rad	CELLPHONE SVC XXX-9792 FIRE DEPT I-PAD- 3-26-25 THRU 4-25-25			\$38.23
Invoice	90913950XO32025	4/25/2025			
Cash Payment	E 601-49400-321 Telephone, Cells, & Rad	UTILITY LOCATOR INTERNET SVC 3-26-25 THRU 4-25-25			\$17.11
Invoice	90913950XO32025	4/25/2025			
Cash Payment	E 602-49450-321 Telephone, Cells, & Rad	UTILITY LOCATOR INTERNET SVC 3-26-25 THRU 4-25-25			\$17.11
Invoice	90913950XO32025	4/25/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$362.35
Refer	731 FIVE TECHNOLOGY				
Cash Payment	E 101-41920-440 Other Contractual Serv	MONTHLY MANAGED SVC & NETWORK MTCE- MAY 2025			\$1,290.00
Invoice	10525-13	5/1/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$1,290.00
Refer	732 FOLEY, MIKE				
Cash Payment	E 222-42260-300 Professional Srvs	CONTRACTED MAINTENANCE TECHNICIAN SERVICES- MOUND FIRE DEPT - M. FOLEY 4-13-25 THRU 4-26-25			\$370.00
Invoice	051325	4/28/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$370.00
Refer	733 FRONTIER/CITIZENS COMMUNICA				
Cash Payment	E 222-42260-321 Telephone, Cells, & Rad	NETWORK ETHERNET SVC 4-22-25 THRU 5-21-25			\$166.25
Invoice	051325	4/22/2025			
Cash Payment	E 101-41920-321 Telephone, Cells, & Rad	NETWORK ETHERNET SVC 4-22-25 THRU 5-21-25			\$175.00
Invoice	051325	4/22/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$341.25
Refer	734 GARY S DIESEL SERVICE				
Cash Payment	E 602-49450-404 Equip & Vehicle Repairs	REPAIR STREETS TRUCK #312- CHECK FRONT END, INSTALLED NEW DIFFERENTIAL, REPACKED BEARINGS, ASSEMBLE BOTH WHEEL ENDS, PUT NEW BRAKE SHOES ON AND NEW DRUMS, REPLAE BREATHER, ADJUST STEERING WHEEL TO REDUCE EXCESSIVE PLAY			\$11,999.43
Invoice	1-51871	4/16/2025			
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$11,999.43
Refer	747 GILLESPIE CENTER				

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<b>Cash Payment</b>	E 101-41115-430	Miscellaneous	MONTHLY SUPPORT DONATION TO GILLESPIE CENTER- MAY 2025	\$500.00
Invoice	050125	5/1/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$500.00
Refer	735 HAWKINS, INCORPORATED			
<b>Cash Payment</b>	E 601-49400-227	Chemicals	150 LB CHLORINE CYLINDERS	\$60.00
Invoice	7035736	4/15/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$60.00
Refer	763 HENNEPIN COUNTY INFORMATIO			
<b>Cash Payment</b>	E 222-42260-321	Telephone, Cells, & Rad	FIRE DEPT RADIO LEASE & FLEET FEE - APRIL 2025	\$2,795.97
Invoice	1000245843	5/2/2025		
<b>Cash Payment</b>	E 101-42115-321	Telephone, Cells, & Rad	EMERGENCY MGMT RADIO LEASE & FLEET FEE - APRIL 2025	\$99.38
Invoice	1000245843	5/2/2025		
<b>Cash Payment</b>	E 602-49450-321	Telephone, Cells, & Rad	PW RADIO LEASE & FLEET FEE - APRIL 2025	\$118.47
Invoice	1000245818	5/2/2025		
<b>Cash Payment</b>	E 601-49400-321	Telephone, Cells, & Rad	PW RADIO LEASE & FLEET FEE - APRIL 2025	\$118.47
Invoice	1000245818	5/2/2025		
<b>Cash Payment</b>	E 101-43100-321	Telephone, Cells, & Rad	PW RADIO LEASE & FLEET FEE - APRIL 2025	\$118.46
Invoice	1000245818	5/2/2025		
Transaction Date	5/8/2025		U.S. Bank 10100 10100	<b>Total</b> \$3,250.75
Refer	728 HOWLING WOLF EMBROIDERY, IN			
<b>Cash Payment</b>	E 222-42260-210	Operating Supplies	EMBROIDER 2 DUTY SHIRTS W/ RANK, NAME ON RIGHT CHEST-BURRISS & STUHR - FIRE DEPT	\$18.00
Invoice	5290	4/6/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$18.00
Refer	736 HYDROCORP			
<b>Cash Payment</b>	E 601-49400-440	Other Contractual Servic	INSPECT & REPLACE BACK FLOW & RPZ VALVES @ COMMERCIAL & MULTI-FAMILY BLDGS--APRIL 2025 REPORTING	\$892.13
Invoice	CI-06153	4/30/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$892.13
Refer	702 JUBILEE FOODS- (HWS)			
<b>Cash Payment</b>	E 609-49750-255	Misc Merchandise For R	BOTTLED WATER FOR RESALE- HWS	\$17.67
Invoice	043025	4/26/2025		
<b>Cash Payment</b>	E 609-49750-210	Operating Supplies	DOG BONE TREATS- HWS	\$12.99
Invoice	043025	4/1/2025		
Transaction Date	5/6/2025		U.S. Bank 10100 10100	<b>Total</b> \$30.66
Refer	737 KIROV, ANDREW			
<b>Cash Payment</b>	E 101-41115-440	Other Contractual Servic	TAPE & RECORD CITY COUNCIL MEETING 4-22-25 - 2.75 HOURS - COVERAGE, EDIT & UPLOAD	\$206.25
Invoice	051325	4/22/2025		
<b>Cash Payment</b>	E 101-41115-440	Other Contractual Servic	TAPE & RECORD CITY COUNCIL MEETING 4-08-25 - 3 HOURS - COVERAGE, EDIT & UPLOAD	\$225.00
Invoice	051325	4/22/2025		

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Transaction Date		U.S. Bank 10100	10100	Total	
5/7/2025					\$431.25
Refer	764 LAWSON PRODUCTS, INC				
Cash Payment	E 101-43100-220 Repair Supplies & Equip	MISC PARTS- PUBLIC WORKS SHOP-CONNECTORS, NYLON QUICK SLIDE, BRAKE & PARTS CLEANER, FENDER WASHER, HEX CAP SCREWS, BITS, THREADLOCKER, FLAT STEEL WASHERS, INSTANT ADHESIVE			\$117.84
Invoice 9312410923	4/18/2025				
Cash Payment	E 101-45200-210 Operating Supplies	MISC PARTS- PUBLIC WORKS SHOP-CONNECTORS, NYLON QUICK SLIDE, BRAKE & PARTS CLEANER, FENDER WASHER, HEX CAP SCREWS, BITS, THREADLOCKER, FLAT STEEL WASHERS, INSTANT ADHESIVE			\$117.84
Invoice 9312410923	4/18/2025				
Cash Payment	E 602-49450-220 Repair Supplies & Equip	MISC PARTS- PUBLIC WORKS SHOP-CONNECTORS, NYLON QUICK SLIDE, BRAKE & PARTS CLEANER, FENDER WASHER, HEX CAP SCREWS, BITS, THREADLOCKER, FLAT STEEL WASHERS, INSTANT ADHESIVE			\$117.84
Invoice 9312410923	4/18/2025				
Cash Payment	E 601-49400-220 Repair Supplies & Equip	MISC PARTS- PUBLIC WORKS SHOP-CONNECTORS, NYLON QUICK SLIDE, BRAKE & PARTS CLEANER, FENDER WASHER, HEX CAP SCREWS, BITS, THREADLOCKER, FLAT STEEL WASHERS, INSTANT ADHESIVE			\$117.83
Invoice 9312410923	4/18/2025				
Cash Payment	E 101-43100-220 Repair Supplies & Equip	10 SOCKET HEADS- STREETS DEPT 9312429059			\$42.30
Invoice 9312429059	4/25/2025				
Transaction Date	5/8/2025	U.S. Bank 10100	10100	Total	\$513.65
Refer	729 LOCALITY MEDIA INC.				
Cash Payment	E 222-42260-440 Other Contractual Serv	FIRE & EMS SOFTWARE-12 MONTH SOFTWARE AGREEMENT FOR 9 MODULES OF FIRST DUE- ALL-IN-ONE FIRE SUITE- PRE-INCIDENT PLANNING, FIRE PREVENTION, PERSONNEL MGMT, COMMUNITY ENGAGEMENT, INSPECTIONS, MOBILE RESPONSE, ASSETS & INVENTORY, HYDRANTS, TRAINING			\$8,900.00
Invoice 4286	4/3/2025 PO 25397				
Cash Payment	E 222-42260-440 Other Contractual Serv	FIRST DUE FIRE & EMS SOFTWARE SUITE- ORIENTATION & START UP FEE, IMPLEMENTATION & CONFIGURATION SVCS, 4 HOURS OF TRAINING			\$2,800.00
Invoice 4286	4/3/2025 PO 25397				
Transaction Date	5/7/2025	U.S. Bank 10100	10100	Total	\$11,700.00
Refer	740 LOFFLER COMPANIES, INCORPOR				
Cash Payment	E 602-49450-202 Duplicating and copying	KONICA MINOLTA HP/M425DN PUBLIC WORK COPIER OVERAGE 1-20-25 THRU 4-19-25			\$30.98
Invoice 5003168	4/18/2025				

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Cash Payment	E 101-41500-202	Duplicating and copying	KONICA MINOLTA HP/M521DN FINANCE COPIER COLOR COPIES OVERAGE -1-20-25 THRU 4-19-25	\$98.21
Invoice	5003168	4/18/2025		
Cash Payment	E 101-42400-202	Duplicating and copying	PRINTER HP4100 P & I COPIER B & WHT COPIES - 1-20-25 THRU 4-19-25	\$17.02
Invoice	5003168	4/18/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$146.21
Refer	739 LOFFLER COMPANIES, INCORPOR			
Cash Payment	E 101-41930-202	Duplicating and copying	COPY ROOM KONICA C650i - COLOR OVERAGE - 2-01-25 THRU 4-30-25	\$425.22
Invoice	5012960	5/1/2025		
Cash Payment	E 101-41930-202	Duplicating and copying	COPY ROOM KONICA C650i - B & W OVERAGE - 2-01-25 THRU 4-30-25	\$123.18
Invoice	5012960	5/1/2025		
Cash Payment	E 609-49750-202	Duplicating and copying	HWS COPIER -CANON C2650IF - COLOR OVERAGE - 2-01-25 THRU 4-30-25	\$16.82
Invoice	5012969	5/1/2025		
Cash Payment	E 609-49750-202	Duplicating and copying	HWS COPIER -CANON C2650IF - B & W OVERAGE - 2-01-25 THRU 4-30-25	\$38.75
Invoice	5012969	5/1/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$603.97
Refer	741 MACQUEEN EQUIPMENT INCORP			
Cash Payment	E 101-43100-220	Repair Supplies & Equip	2 LED 6" AMBER LIGHTS FOR STREETS SWEEPER	\$572.09
Invoice	P64413	4/21/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$572.09
Refer	765 MADDEN, GALANTER, HANSON, L			
Cash Payment	E 101-49999-300	Professional Svcs	LABOR RELATIONS SERVICES - APRIL 2025- PUBLIC WORKS PERSONNEL	\$2,844.70
Invoice	051325	5/5/2025		
Transaction Date	5/8/2025		U.S. Bank 10100 10100	<b>Total</b> \$2,844.70
Refer	738 MARTIN-MCALLISTER			
Cash Payment	E 222-42260-305	Medical Services	PUBLIC SAFETY ASSESSMENT- PRE-EMPLOYMENT NEW FIREFIGHTER- C. SOULE	\$650.00
Invoice	16826	4/30/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$650.00
Refer	742 METROPOLITAN COUNCIL WASTE			
Cash Payment	E 602-49450-388	Waste Disposal-MCIS	WASTEWATER SVCS JUNE 2025	\$73,997.16
Invoice	0001187302	5/1/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$73,997.16
Refer	743 MINNESOTA BUSINESS ENTERPRI			
Cash Payment	E 101-43100-224	Street Maint Materials	DUMP 1 LOAD OF ROAD MATERIAL- CLEAN CONCRETE 4-30-25	\$50.00
Invoice	54379	5/1/2025		
Cash Payment	E 101-43100-224	Street Maint Materials	DUMP 1 LOAD OF ROAD MATERIAL- CONCRETE PIPE 4-30-25	\$300.00
Invoice	54379	5/1/2025		
Transaction Date	5/7/2025		U.S. Bank 10100 10100	<b>Total</b> \$350.00

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Refer	744 MINNESOTA ELEVATOR, INCORP	-			
Cash Payment	E 285-46388-440 Other Contractual Serv	MOUND TRANSIT RAMP ELEVATOR SVC-TECH RAN CAR FOR WINDOW WASHERS & REPLACED 3RD FLOOR HALL CALL BOARD			\$481.25
Invoice 1124160	4/22/2025				
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$481.25
Refer	745 MINT ROOFING, INC.	-			
Cash Payment	E 222-42260-401 Building Repairs	SVC CALL TO LOCATE & REPAIR ROOF LEAK IN FIRE BAY @ PUBLIC SAFETY BLDG-CLEAR CLOGGED DRAIN & REPAIR SPLIT 4-30-25			\$226.22
Invoice 8674	4/30/2025				
Cash Payment	E 101-41930-400 Repairs & Maintenance-	SVC CALL TO LOCATE & REPAIR ROOF LEAK IN FIRE BAY @ PUBLIC SAFETY BLDG-CLEAR CLOGGED DRAIN & REPAIR SPLIT 4-30-25			\$226.21
Invoice 8674	4/30/2025				
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$452.43
Refer	746 MOUND FIRE RELIEF ASSOCIATIO	-			
Cash Payment	E 222-42260-124 Fire Pens Contrib	MAY 2024 - FIRE RELIEF PENSION CONTRIBUTION			\$13,316.67
Invoice 050125	5/1/2025				
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$13,316.67
Refer	748 ORONO, CITY OF	-			
Cash Payment	E 101-41600-450 Board of Prisoners	HENNEP CTY JAIL CHARGES- PROCESSING & PER DIEM FEES FEBRUARY 2025			\$1,422.84
Invoice 20142552	4/17/2025				
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$1,422.84
Refer	749 RAYS SERVICES	-			
Cash Payment	E 101-45200-533 Tree Removal	REMOVE EMERALD ASH BORER INFESTED TREE @ 1841 RESTHAVEN			\$750.00
Invoice 051325	4/22/2025			Project EAB	
Cash Payment	E 101-45200-533 Tree Removal	REMOVE ELM TREE @ 1841 RESTHAVEN			\$750.00
Invoice 051325	4/22/2025				
Cash Payment	E 101-45200-533 Tree Removal	REMOVE EMERALD ASH BORER INFESTED TREE ON CRESTVIEW LANE			\$1,200.00
Invoice 051325	4/22/2025			Project EAB	
Cash Payment	E 101-45200-533 Tree Removal	REMOVE 2 LARGE DEAD LIMBS ON HACKBERRY TREE ON CRESTVIEW LANE			\$400.00
Invoice 051325	4/22/2025				
Cash Payment	E 281-45210-533 Tree Removal	REMOVE EMERALD ASH BORER INFESTED TREE OFF DOCK COMMONS @ RESTHAVEN BOAT LAUNCH			\$1,500.00
Invoice 051325	4/22/2025			Project EAB	
Transaction Date	5/7/2025	U.S. Bank 10100	10100	<b>Total</b>	\$4,600.00
Refer	750 REPUBLIC SERVICES	-			
Cash Payment	E 670-49500-440 Other Contractual Serv	APRIL2025 CITYWIDE RECYCLING SVC			\$18,650.70
Invoice 0894-007112485	4/25/2025				
Cash Payment	E 670-49500-430 Miscellaneous	MAY 2025 CITYWIDE ORGANICS PROGRAM PICKUP SVC			\$242.00
Invoice 0894-007115328	4/25/2025				

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Cash Payment	E 602-49450-384	Refuse/Garbage Dispos	MAY 2025 GARBAGE SVC PUBLIC WORKS SHOP	\$129.77
Invoice	0894-007113525	4/25/2025		
Cash Payment	E 601-49400-384	Refuse/Garbage Dispos	MAY 2025 GARBAGE SVC PUBLIC WORKS SHOP	\$129.77
Invoice	0894-007113525	4/25/2025		
Cash Payment	E 101-43100-384	Refuse/Garbage Dispos	MAY 2025 GARBAGE SVC PUBLIC WORKS SHOP	\$129.76
Invoice	0894-007113525	4/25/2025		
Cash Payment	E 101-45200-384	Refuse/Garbage Dispos	MAY 2025 GARBAGE SVC PUBLIC WORKS SHOP	\$129.77
Invoice	0894-007113525	4/25/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$19,411.77
Refer	751 ROSEVILLE, FIRE DEPARTMENT	-		
Cash Payment	E 222-42260-434	Conference & Training	FREE FIREFIGHTER TRAINING- LUNCH FEE FOR 4 MOUND FIREMEN	\$40.00
Invoice	20250428	4/28/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$40.00
Refer	759 SPIKES FEED, SEED & PET SUPPL	-		
Cash Payment	E 101-45200-220	Repair Supplies & Equip	DUTCH LAKE FISHING PIER PROJECT-50# SUNNY LAWN SEED, 25# SUN & SHADE SEED, 4 PAIR OVER THE BOOT HI-TOP RUBBERS, 4 STRAW BALES	\$370.16
Invoice	9583/15	5/6/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$370.16
Refer	752 SPLASH DOCKS, LLC	-		
Cash Payment	E 101-45200-440	Other Contractual Servic	SURFSIDE PARK- DOCK INSTALLATION SPRING 2025	\$780.00
Invoice	842	4/26/2025		
Cash Payment	E 281-45210-440	Other Contractual Servic	DOCK PROGRAM-2025 MULIPLE SLIPS- SPRING INSTALLATION	\$15,838.00
Invoice	842	4/26/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$16,618.00
Refer	766 STAPLES, CHRIS	-		
Cash Payment	E 285-46388-430	Miscellaneous	LOST LAKE SLIP DOCK PROGRAM KEY DEPOSIT RETURN REFUND- 2 KEYS- C. STAPLES	\$100.00
Invoice	051325	5/7/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$100.00
Refer	753 SUN NEWSPAPERS-HWS ACCT.	-		
Cash Payment	E 609-49750-340	Advertising	WEST LAKES METRO GUIDE BOOK AD-HWS- PUBLISHED- 4-26-25	\$945.00
Invoice	1046421	4/27/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$945.00
Refer	754 SUN PATRIOT NEWSPAPER-CITY	-		
Cash Payment	E 609-49750-351	Legal Notices Publishing	LEGAL NTCE- MUNICIPAL LIQUOR STORE FINANCIAL STATEMENT PUBLISHED 4-12-25	\$154.80
Invoice	1043854	4/12/2025		
Transaction Date	5/8/2025	U.S. Bank 10100	10100	<b>Total</b> \$154.80
Refer	755 VICTORIA REPAIR & MFG. INC.	-		

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Payments

Current Period: May 2025

<b>Cash Payment</b>	E 101-43100-404	Equip & Vehicle Repairs	REPAIR EXISTING METAL BASKET & 2 STRAP BRACKETS		<b>\$165.00</b>
Invoice 11416		4/22/2025			
Transaction Date	5/8/2025		U.S. Bank 10100 10100	<b>Total</b>	<b>\$165.00</b>
Refer	756 WASTE MANAGEMENT OF MN, IN				
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 6 CUBIC YARDS TUXEDO BLVD ASH TREES		<b>\$126.00</b>
Invoice 0000727-4651-4		4/15/2025			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 6 CUBIC YARDS TUXEDO BLVD ASH TREES		<b>\$126.00</b>
Invoice 0000727-4651-4		4/15/2025			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 3 CUBIC YARDS TUXEDO BLVD ASH TREES		<b>\$63.00</b>
Invoice 0000727-4651-4		4/15/2025			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 5 CUBIC YARDS 4665 ISLAND VIEW DRIVE		<b>\$105.00</b>
Invoice 0000727-4651-4		4/22/2025			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 5 CUBIC YARDS WILSHIRE BLVD		<b>\$105.00</b>
Invoice 0000727-4651-4		4/23/2025			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 7 CUBIC YARDS RIDGEWOOD ROAD		<b>\$147.00</b>
Invoice 0000727-4651-4		4/29/2025			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 7 CUBIC YARDS RIDGEWOOD ROAD		<b>\$147.00</b>
Invoice 0000727-4651-4		4/29/2025			
<b>Cash Payment</b>	E 101-45200-232	Landscape Material	YARD WASTE DISPOSAL- 3 CUBIC YARDS WOOD CHIPS		<b>\$50.00</b>
Invoice 0000727-4651-4		4/4/2025			
Transaction Date	5/8/2025		U.S. Bank 10100 10100	<b>Total</b>	<b>\$869.00</b>
Refer	757 XCEL ENERGY				
<b>Cash Payment</b>	E 602-49450-381	Electric Utilities	ELECTRIC SVC -4728 CARLOW RD LIFT STATION 3-25-25 THRU 4-25-25		<b>\$115.34</b>
Invoice 925293750		4/30/2025			
<b>Cash Payment</b>	E 602-49450-381	Electric Utilities	ELECTRIC SVC 1871 COMMERCE BLVD LIFT STATION 3-25-25 THRU 4-25-25		<b>\$111.88</b>
Invoice 925397237		4/30/2025			
<b>Cash Payment</b>	E 101-43100-381	Electric Utilities	1790 COMMERCE STREET LIGHTS 3-25-25 THRU 4-25-25		<b>\$33.14</b>
Invoice 924963396		4/28/2025			
<b>Cash Payment</b>	E 281-45210-381	Electric Utilities	ELECTRIC SVC 3-25-25 THRU 4-25-25 LOST LAKE DOCKS		<b>\$32.28</b>
Invoice 925451857		4/30/2025			
<b>Cash Payment</b>	E 101-43100-381	Electric Utilities	SHORELINE DR-5473 LYNWOOD BLVD PEDESTRIAN CROSSWALK FLASHER ELECTRIC SVC 3-25-25 THRU 4-25-25		<b>\$55.99</b>
Invoice 924635690		4/24/2025			
Transaction Date	5/8/2025		U.S. Bank 10100 10100	<b>Total</b>	<b>\$348.63</b>
Refer	758 XCEL ENERGY				
<b>Cash Payment</b>	E 101-45200-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25		<b>\$122.29</b>
Invoice 923977011		4/21/2025			

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

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**Current Period: May 2025**

<b>Cash Payment</b>	E 101-45200-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25- DEPOT BLDG	<b>\$149.52</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 602-49450-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$1,812.68</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 101-43100-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$1,212.58</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 601-49400-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$488.94</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 609-49750-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$1,136.95</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 101-41930-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$3,443.90</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 222-42260-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$3,443.91</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 101-41910-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$1,467.17</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 285-46388-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$2,302.27</b>
Invoice 923977011		4/21/2025		
<b>Cash Payment</b>	E 101-42115-381	Electric Utilities	ELECTRIC SVC - 2-25-25 TO 3-25-25	<b>\$72.07</b>
Invoice 923977011		4/21/2025		
Transaction Date	5/8/2025		U.S. Bank 10100 10100	<b>Total \$15,652.28</b>

**Fund Summary**

	10100 U.S. Bank 10100
101 GENERAL FUND	\$37,923.69
222 AREA FIRE SERVICES	\$35,344.49
281 COMMONS DOCKS FUND	\$17,370.28
285 HRA/HARBOR DISTRICT	\$2,883.52
601 WATER FUND	\$7,100.06
602 SEWER FUND	\$143,902.87
609 MUNICIPAL LIQUOR FUND	\$2,527.73
670 RECYCLING FUND	\$18,892.70
	<u>\$265,945.34</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$265,945.34
Total	<u>\$265,945.34</u>

**MOUND CITY COUNCIL MINUTES  
APRIL 22, 2025**

The City Council of the City of Mound, Hennepin County, Minnesota, met in regular session on Tuesday, April 22, 2025, at 6:00 p.m. in the Council Chambers in the Centennial Building.

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

Members absent: None.

Others present: City Manager Jesse Dickson, City Clerk Kevin Kelly, City Attorney Scott Landsman, City Engineer Brian Simmons, Orono Police Officer Ryan Spencer, Ed Rockwell, Colin Charlson, Tim Flodin, Austin Wiberg, Josh Gehlen, Steve Matheson, Pam Janisch, Kathy Jacks, Derrick Passe, Bob and Linda Anderson, Sue Kile, Matt Robinson, Kay Ostman Saxvik, Ben Brandt, and Jim Theisen.

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

**1. Open meeting**

Mayor Holt called the meeting to order at 6:01 p.m.

**2. Pledge of Allegiance**

**3. Approve agenda**

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

**4. Consent agenda**

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

- A. Approve payment of claims in the amount of \$306,762.73.
- B. Approve minutes: April 8, 2025, Regular City Council
- C. Pay request No. 5 in the amount of \$17,469.50 to Create Construction for the Downtown Paver Sidewalks Replacement Project – Group 2  
City Project No. PW-24-08
- D. Pay request No. 4 in the amount of \$11,835.42 to Widmer Construction for the 2024 Lift Station Improvements Project  
City Project No. PW-24-03
- E. 2025 Aquatic Invasive Species Ambassador Program Waiver of Trespass Agreement

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

Ed Rockwell, 4888 Edgewater Drive, said he has lived in Mound on Harrison's Bay for the last 24 years. Rockwell said he is concerned about the Harrison's Bay Association (HBA) which is organizing to create a Lake Improvement District (LID) at Harrison's Bay. Rockwell said he is against the LID for the following reasons:

- A LID is a taxing authority
- The HBA proposes to ask for an additional tax on Dock Program dock license holders
- Believes the City needs to have more input on the LID
- The LID has the power to raise taxes with limited notice
- Harrison's Bay is a public water owned by the State
- The LID would tax shoreline residents though the general public uses Harrison Bay
- The HBA prefers the use of herbicides rather than the mechanical removal of weeds
- Chemical use will degrade Harrison Bay water quality
- Perch and walleye are affected by chemical treatment
- The European Union has banned the use of the herbicide used in Harrison's Bay
- PFAS chemicals are used which affect native plants as well as Aquatic Invasive Species (AIS) and is unsafe

Rockwell said he has 100 signatures against the formation of the LID.

Pamela Janisch, 1591 Eagle Lane, said a property at Woodland and Heron is an eye sore. Janisch said she contacted the City and nothing has happened to clean it up. Janisch said there should be a law created to list complaints and asked what will be done to mitigate the issue.

Holt explained that abatement is a process in which the courts at times get involved and that it can take some time for a property to get into compliance. Landsman said the first goal is self-compliance. Landsman said the process can take many years for non-compliant properties to clean up their property through a court order.

Dickson said most properties that get a letter from the City will take care of the problem. Dickson said another recent issue with a city property got the Hennepin County court system involved.

Jim Theisen, 1295 Elwood Ave, Orono, said he is opposed to the creation of LID's.

Orono Police Department (OPD) Sergeant Ryan Spencer said there is not a lot of information to pass along. Spencer said activity picks up with better weather. Spencer said the OPD is meeting with the Spirit of the Lakes committee to plan for the event.

Spencer mentioned the following:

- Sgt Shultz is leading DARE graduation at Our Lady of the Lake (OLL) this Friday
- Speed Trailers are placed throughout the area
- OPD training is on-going

Holt said he appreciated Spencer's appearance at the Coffee with a Cop Event.

**6. Hennepin County Commissioner Heather Edelson Presentation**

Heather Edelson said she is the Hennepin County (HC) Commissioner for District 6 and represents 16 Hennepin County (HC) cities. Edelson said she wants to be a partner with the City at the County level

and has your back. Edelson said if HC Environmental Services is involved with a property and if the City is not getting a response from HC please connect with her.

Edelson listed the following information:

- There are 1.3Million residents in Hennepin County (HC)
- She represents 182K people in HC
- Worked on the North Arm public lake access issue
- New library for Mound is underway
- Working with Kevin Anderson to add another water patrol officer on Lake Minnetonka

The 2025 HC Budget is set at \$3.1Billion with the following points mentioned:

- The Levy Increased by 5.5% with most Counties setting higher levy increases
- Labor Negotiations for wages impacted the budget
- HC Medical Center (HCMC) experienced uncompensated care cost pressures
- Health and Human services are 42% of the HC budget
- Capital Improvement – Library and County Road projects

Human Services – biggest issue is proposed cuts from the State which is bad for residents and taxpayers as costs are passed down:

- Aging and Disability Services
- Mental Health and Substance Use
- Vulnerable Adult Reports and Child Abuse
- Economic Supports – Cash supports

#### Public Safety

- Mental Health needs are growing
- Probation Services
- County Liaisons – embedded social worker's working with law enforcement
- 911 Emergency call system
- Department of Community Corrections and rehabilitation
- Drug Task Force which OPD is involved
- Truancy intervention
- Auto Theft early intervention
- Victim Services

#### Housing

- Shelter All policy – No Child Sleeps outside
- Repair and Grow Program - \$20M to fund affordable housing

#### Health

- HCMC
- Ball Park Sales Tax Extension is supported by Edelson
- Medical Examiner's Office in Minnetonka with tours in June
- Hennepin Opioid Response
- EMS Working Group

#### Education

- READ Act - phonetic reading, literacy intervention
- School Social Worker services and funding

#### Resident Services

- 41 Libraries total with 10 in District 6
- Seven Service Centers in HC - Pugh asked if a Service Center could be added to Mound. Edelson said the HC budget situation is concerning and services will not be expanded
- Elections partnering with HC cities
- Assessment Services
- Translation Services

#### Public Works and Transportation

- Multiple projects are ongoing including Westedge Blvd.
- HERC - Trash from Mound goes downtown and is burned in the Hennepin Energy Recovery Center (HERC) which is slated to close

#### Community Grants

- Tree Canopy – Grants for tree planting
- Business Recycling

McEnaney asked about the closing of the HERC site, in which Edelson said it is scheduled to be closed in 2040 and planning for where the trash will go after the closure is not yet known. Edelson said the amount of trash is increasing, of which needs to be responded to. Edelson said the HERC produces pollution by incinerating trash.

Pugh asked if HC is looking at the cost of elections and how elections impact City staff. Holt said the Mayors Meeting have discussed Elections and requested more HC funding for elections.

Holt said infrastructure work is happening on Shoreline Drive in Mound and after this work is completed HC will finish the project with mill and overlay of the corridor.

Herrick asked about HC Waivered Services and whether that area will be cut. Edelson said HC is looking at the budget and is hopeful the legislative session will fund services provided at the County level.

### **7. Public Hearing – MIDCO**

Landsman gave the framework on the City Franchise application process which the City received from Midco. Landsman said a franchise agreement is a means to allow city-wide access to the right of way which creates a unified plan for utility infrastructure installation . Landsman said a public hearing is held on the franchise agreement. Landsman added there must be at least seven days wait for the Council to approve the agreement. Landsman said this could happen at the next Council meeting.

Elly Burroughs, Government Relations Manager for Midco, Edina corporate office, said Midco is going through an expansion in cities in the Mound area. Burroughs said Midco is a cable broadband provider which installs fiber internet and provides telephone and TV services.

Burroughs said the Midco organization started out in Minneapolis in 1931 as a movie theatre company and in 1953 managed its first TV station. Burroughs said Midco became invested in providing more technology which includes its latest investment in fiber technology.

Burroughs provided the following information:

Customer Support – Midco strives to meet a 15-minute window for support to customers.

Community Involvement – Donations to non-profits and school districts

Proposed Service Area

- All of Mound – 2196 customers and 133,121 feet of fiber
- Estimated completion in 2027

Construction Process

- Surveying the area
- Putting the Plan in action – present stage of project
- Construction Begins – Install fiber lines underground and disturb the area as little as possible
- Notification Strategy – aim to start construction with 14 days of site marking
- Splicing and Activation
- Installing Midco – Equipment setup on customer property

Notification – communicate with residents, website and send out local marketing content

Jason Sax, Field Manager for Midco, said Midco will install its own infrastructure underground in the City right of way and won't do work on private property unless a customer sign up for the service. Sax said the fiber infrastructure will be in place in right of way across the entire City and will be either an in-ground vault or a above ground mount. Sax said there will be boring underground with the ends of the line excavated. Sax said Midco will be installing fiber only in Mound which has the capacity to provide high speed internet service.

Castellano asked Landsman about the Franchise Agreement. Landsman said it is a 20-year agreement which can be extended. Landsman said the rates are set by Federal Communications Commission (FCC) rules and this agreement is similar to other cities agreements and is standardized.

Landsman said Midco has a total of 240 days to complete construction with benchmarks Midco must meet during construction. Landsman said Midco is required to provide security funds which are used if Midco violates the agreement or City ordinance. Landsman said Midco must have a trained company representative available to respond to customers 24 hours a day.

Mayor Holt opened the Public Hearing at 7:39 p.m.

Helen Canning, 5926 Beachwood Road, said she knows that Comcast owns Midco. Canning said the Comcast customer service isn't good. Canning added that her yard was ripped up by another fiber installation. Dickson said the work in Canning's yard may be being performed by telecommunications company Frontier.

Mayor Holt closed the Public Hearing at 7:40 p.m.

Sax said Midco is privately owned and operated separately from Comcast. Sax added that Comcast owns 49% of Midco and is strictly a financial backer of Midco. Landsman read a section of the Franchise Agreement which stated the franchise cannot be sold or transferred without approval by the City. Landsman said the final approval of the Franchise Agreement will happen at a future meeting.

### **8. Council Introduction:**

#### **Review/Action with Colin Charlson owner of 5581 Old Shoreline Drive regarding interest in purchasing Outlot B, Mound Harbor**

Dickson said there has been no technical review of Colin Charlson's proposal. Dickson said the area of Charlson's proposal is Old Shoreline Drive and Commerce Blvd.

Colin Charlson, 5749 Sunnybrook Lane, said he owns a State Farm Insurance agency on Three Points Blvd. and Commerce Blvd. and owns the property on Old Shoreline Drive. Charlson said his agency employees eight full-time employees and has been in business for 15 years.

Charlson said he purchased the property on Shoreline Drive in 2023 and tore down the building which existed on the property. Charlson said he wanted to preserve the building, but discovered it had lead, asbestos and mercury issues which made remodeling too expensive.

Charlson said he and his wife are very bullish about the community. Charlson said he started Westonka Community and Commerce. Charlson said he is not a real estate developer.

Charlson said he is bullish about Mound for the following reasons:

- World Class Education in the public and private schools
- Premier recreation lake
- Dakota Trail
- Surfside Park
- Recent residential development projects

Charlson said he would like to make downtown Mound even more walkable.

Charlson said he would like to keep the history and legacy of the site as a mixed use development. Charlson's concept for the two properties is to build a 8500 square feet building with 15 parking spots behind the building and 10 on-street parking spaces. Charlson said the building would house Class A retail office space and potentially a retail user.

Charlson said it is an L-Shaped building and would house 3000 square feet for Charlson's office.

Castellano asked about the design of the building and Charlson said there would be three users of the building.

Castellano asked about the building. Charlson said he needs to rent out 8500 square feet for rent and a second floor is not economically feasible.

Herrick asked about the timeline to build. Charlson said survey work and other prep is ready to go.

Herrick asked about the intention of the setback to Lost Lake Creamery. Charlson said the proposed lot is not perfectly square and he would follow setback requirements.

Pugh asked about the look of the building as it is facing Commerce Blvd. Pugh said she didn't want a repeat of the look of Walgreens with its back of the building facing the two County Roads. Charlson said there will be windows and signage facing Commerce Blvd. Charlson said the access to the building has to be behind the building due to the lack of parking on Commerce.

Charlson said there are developers who would like to do a larger project in the area of all of the parcels between Marion and Commerce if the parcels could be put together to make a larger project.

Castellano said he would love to see a development of this type for the site. Herrick asked about landscaping and Charlson responded that landscaping and trees would be placed at the rear of the building.

Holt thanked Charlson for taking down the building on his property.

Josh Gehlen, 2290 Commerce Blvd., Minnesota Lakes Banks, said he supports the concept plan which would be an improvement to the site, neighborhood and City. Gehlen said the plan fits well in the surrounding neighborhood and is the best use of the property.

Kay Ostman Saxvik, 2250 Harbor Place #307, said she has lived in Mound 40 years. Saxvik said she would like business on the corner and the park and green space in the area that is being developed. Ostman Saxvik said the community needs this building.

Dickson read a note from a resident Rachel Funk which said there are other vacant buildings in Mound which need to be filled rather than adding a new building. Funk wrote that she would like to reserve the corner for a restaurant or coffeeshop to encourage foot traffic.

**9. Authorize to award bid recommendation for the CSAH 15 Sidewalks Replacement Project, City Project No. PW-25-08 and PW-25-09**

Simmons said bids were received from five contractors and the lowest bid was 50% below the engineer estimate. Simmons said the low bidder is Concrete Idea, which is a responsible contractor, fully capable of doing the work.

MOTION by Castellano, seconded by Pugh, to approve the following resolution. All voted in favor. Motion carried.

**10. Authorize to advertise for bids for the 2025 Street and Utility Improvements Project City Project No. PW-25-01 and PW-25-02**

Simmons said the engineers estimate for the project was estimated in the \$1.6Million range. Simmons said the street portion of the project is on Three Points and the Sugar Mill Road area.

Herrick asked about the issuance of assessments. Simmons said there isn't a need for assessment as the project is a street mill and overlay and not full reconstruction.

MOTION by Castellano, seconded by Pugh, to approve the following resolution. All voted in favor. Motion carried.

**11. Municipal Street-Aid (MSA) System Revisions**

Simmons said the state designates the City as a MSA community and allocates funds to these MSA routes. Simmons said Auditors Road was eliminated from the MSA system, as was Cottonwood. Simmons said the following streets were added as MSA routes: Alder, Bellaire, Fairview, and Eden.

MOTION by McEnaney, seconded by Castellano, to approve the following resolution. All voted in favor. Motion carried.

**12. Comments/Reports from Council members**

Council Member Pugh – Pugh said the Gillespie Volunteer Recognition Breakfast is scheduled for this Friday. Pugh attended the Suburban Rate Authority (SRA) meeting with 30 other cities represented with the main topic being Xcel Energy contracts.

Council Member McEnaney – Nothing to Report

Council Member Castellano – Nothing to Report

Council Member Herrick – Nothing to Report

Mayor Holt – Holt said he would like to hold a ribbon cutting ceremony for the completion of the Dakota Trail crossing at 5:00 p.m. prior to the May 27<sup>th</sup> Council Meeting. Holt said he attended the Fire Partnership meeting with the budget being the main area for discussion. Holt said he prefers a Joint Powers Authority (JPA) for fire services. Holt said the Finance Committee met last week and is looking at plans for funding the water treatment plant. Holt said he would like to provide an update on the acquisition of funds earmarked for the water treatment plant on July 22<sup>nd</sup> after the close of the State legislative session.

**13. Information/Miscellaneous**

- A. Comments/reports from City Manager: NA.
- B. Reports: Finance – March 2025  
Fire – March 2025
- C. Minutes: March 13, 2025 – Parks and Open Space Commission
- D. Correspondence:

**14 Adjourn**

MOTION by Herrick, seconded by Castellano, to adjourn at 8:43 p.m. All voted in favor. Motion carried.

\_\_\_\_\_  
Mayor Jason R. Holt

\_\_\_\_\_  
Attest: Kevin Kelly, Clerk

**CITY OF MOUND – CITY MANAGER**  
2415 Wilshire Blvd  
Mound, MN 55364

**TO:** Honorable Mayor and City Council

**FROM:** Jesse Dickson, City Manager 

**DATE:** May 7, 2025

**SUBJECT:** Westonka Library Temporary Space in City Hall

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**BACKGROUND:**

Westonka Library in Mound is set to be replaced beginning this summer and City Staff along with Hennepin County Library staff have been working on a temporary solution for Mound residents to continue to have access to library books while the construction is taking place.

The proposed solution is renting out a small portion of the entrance lobby in Mound City hall to allow for a pickup/drop-off spot for books as well as space for a kiosk for book checkouts.

Temporary library availability will be based on City Hall business hours. Consideration has been given for early termination and extending of the license agreement depending on the needs of Hennepin County. Staff has advised that there may be a need for termination or a temporary pause on the availability of City Hall space during the 2026 midterm election, which Hennepin County has acknowledged.

**RECOMMENDATION:**

Approve the license agreement for temporary library space between the City of Mound and Hennepin County.

**ATTACHMENTS:**

City of Mound – Hennepin County License Agreement

## **LICENSE AGREEMENT**

This License Agreement is made by and between the City of Mound a municipal corporation, hereinafter referred to as "LICENSOR" and the COUNTY OF HENNEPIN, a public body corporate and politic under the laws of the State of Minnesota, hereinafter referred to as "LICENSEE".

WITNESSETH: LICENSOR and LICENSEE, in consideration of the covenants and considerations hereinafter specified, do hereby agree with the other as follows:

### **I. LICENSED PREMISES/USES**

LICENSOR grants and LICENSEE accepts a nonexclusive license to use of LICENSOR'S approximately 800 square foot (sq ft) main entrance lobby area ("Licensed Premises") as depicted in Exhibit A which is attached hereto and made part of this License Agreement. The Licensed Premises is located within LICENSOR's City Hall building located at 2415 Wilshire Blvd., Mound, Minnesota ("Building"). Such use shall be for the pick-up, return, and delivery of books for patrons of Hennepin County Library and LICENSEE's employee's which is not expected to be more than two (2) employees at any given time ("Permitted Use").

### **II. TERM AND PERIODS OF USE**

The term of this License is for approximately seventeen (17) months, commencing on June 1, 2025 ("Commencement Date") and continuing through October 31, 2026 ("Expiration Date"). LICENSEE shall have the right of use of the Licensed Premises, except on such days that the Building may be closed to the public, during Building hours which shall be set and determined by LICENSOR and which shall be subject to change at LICENSOR's discretion. LICENSEE shall have the right to extend this License Agreement beyond the Expirations Date for six (6) one (1) month periods, each one (1) month extension will require no less than forty-five (45) days' written notice. LICENSOR shall have the right to either accept or deny each one (1) month extension. LICENSOR shall give LICENSEE no less than thirty (30) days' written notice if LICENSOR does not accept LICENSEE's request to extend the License Agreement.

(Remainder of Page Intentionally Blank)

### III. LICENSE FEE

As consideration, the parties agree that the mutual benefit to LICENSOR and LICENSEE shall be the ability for nearby residents to access library services at the Licensed Premises during the period of time that Hennepin County reconstructs their Westonka Library located 2079 Commerce Blvd., Mound, MN.

### IV. RESPONSIBILITIES OF LICENSOR

A. LICENSOR shall maintain the Licensed Premises in a safe and sanitary condition, providing janitorial services similar to what is provided for the rest of the Building.

B. LICENSOR shall provide LICENSEE's designated employees with any keys, access cards, access codes, etc., that are necessary for LICENSEE to access the Licensed Premises. LICENSOR may charge LICENSEE for the cost of such keys and access cards.

C. LICENSOR shall not be responsible for repair or replacement of any furniture or equipment damage by LICENSEE.

D. LICENSOR shall not be responsible for providing any computer, phone, electronic equipment, or office supplies required by LICENSEE's employees and patrons.

### V. RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall not assign or otherwise transfer its interest in this License.

B. LICENSEE agrees to abide by any and all rules of use for the Licensed Premises which have been or may be set forth in writing by LICENSOR and given to LICENSEE.

C. LICENSEE shall, at all times, use the Licensed Premises for the Permitted Use in compliance with this License Agreement and all applicable local, state, and federal rules and regulations.

D. LICENSEE shall not allow the Permitted Use to unreasonably interfere with the use of the Building by the LICENSOR, Building tenants, and invitees.

E. LICENSEE shall be responsible for contracting, managing and paying the cost of any electrical and low-voltage additions, such as electrical outlets and data ports, required by LICENSEE. Any such work shall be coordinated with and subject to approval of LICENSOR.

F. LICENSEE shall be responsible for the purchase, construction, installation, or maintenance of all personal property, trade fixtures, furniture, and improvements necessary for the Permitted Use.

## VI. INDEMNIFICATION & INSURANCE

Each party to this License Agreement shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, customers, guests or invitees, its subcontractors, anyone employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of this License, or in the access of or use of the Licensed Premises, and against all loss by reason of the failure of either party to perform fully, in any respect, all obligations under this License Agreement.

LICENSEE shall not be liable for theft, damage to or loss of property belonging to or in the possession of LICENSOR, its officers, agents, employees, contractors, sublicensees, or invitees. LICENSOR shall not be liable for any personal property, trade fixtures, furniture, and improvements made by LICENSEE. LICENSOR may, at its expense, obtain and keep in force fire and extended coverage insurance covering LICENSOR'S personal property, trade fixtures, furniture, and improvements made by LICENSEE. The policy is to include a "waiver of subrogation" clause so long as such clauses are legally enforceable and/or permissible in Minnesota.

Each party warrants that it has purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability Chapter 466 or any other applicable law.

## VII. RELATIONSHIP BETWEEN PARTIES

It is agreed that nothing in this License is intended or should be construed in any manner as creating or establishing a joint venture or partnership between the parties or as constituting the LICENSOR as agent, representative, or employee of LICENSEE for any purpose or in any manner whatsoever

## VIII. TERMINATION

This License may be terminated by either party for any reason at any time upon giving thirty (30) days' prior written notice to the other party.

## IX. NOTICES

All notices or communications between LICENSOR and LICENSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LICENSEE: Manager, Real Estate Division  
Facility Services  
Hennepin County  
300 South Sixth St.  
Minneapolis, MN 55487

LICENSOR: Attn: Jesse Dickson  
City Manager  
City of Mound  
2415 Wilshire Boulevard  
Mound, MN 5536

LICENSOR, having signed this License Agreement and the Hennepin County Administrator having duly approved this License Agreement, and pursuant to such approval the proper County officials having signed this License Agreement, the parties hereto agree to be bound by the provisions herein set forth.

**Reviewed by the County Attorney's Office:**

By: \_\_\_\_\_  
Assistant County Attorney

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

**Reviewed by:**

**LICENSE NO.** A2512810

**CITY OF MOUND:**

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

Title: Mayor \_\_\_\_\_

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

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

Title: City Clerk \_\_\_\_\_

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

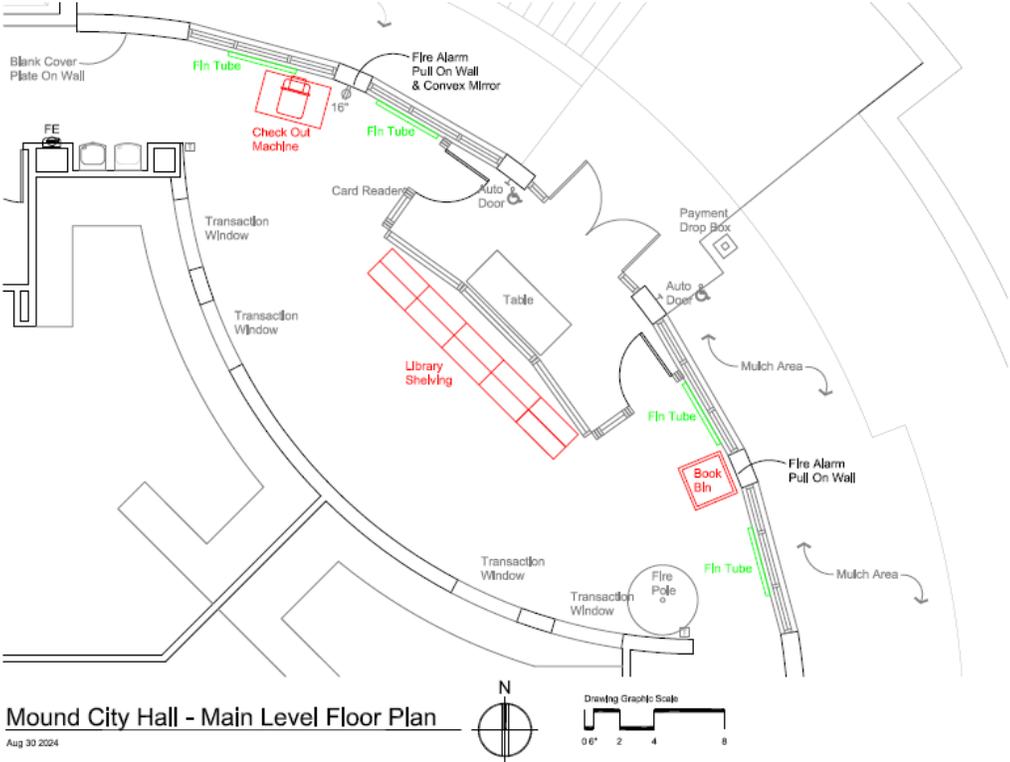
**COUNTY OF HENNEPIN**

By: \_\_\_\_\_  
County Administrator

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

# EXHIBIT A

## Approximately 800 sq ft Lobby Area



**Mound City Hall - Main Level Floor Plan**

Aug 30 2024



## MEMORANDUM

Date: May 8, 2025  
To: Honorable Mayor and City Council  
From: Maggie Reisdorf, Deputy City Manger  
Subject: Chester Park Playground Design Approval

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### **General information:**

In 2025, the City of Mound has scheduled on its Capital Improvement Plan the replacement of the playground at Chester Park. In addition to the playground, improvements will include those related to accessibility including redesigning the sidewalk path to the park and playground, replacing the sand with wood fiber, and more. The planned total budget for the project is \$65,000.

Property owners located near Chester Park were invited to a kickoff event for the park improvements at the end of 2024. Those that attended the POSC kickoff meeting and provided contact information have been informed of this meeting as a way to seek feedback on the project.

### **April 10, 2025, POSC Meeting:**

A presentation was presented by staff at the April 10, 2025, POSC meeting. The presentation provided six playground options from three different companies. All six playground designs included photos of the playgrounds, visuals of other proposed accessibility and supporting improvements, and cost information.

#### **Flagship/Landscape Structures**

Option 1: \$50,411: Not installed, no wood fiber. State Contract Price.  
\$62,624.35: Installed with wood fiber.

Option 2: \$37,813: Not installed, no wood fiber. State Contract Price.  
\$57,421.35: Installed with wood fiber.

#### **MN/WI Playground/GameTime**

Option 3: \$42,621.63: Installed with wood fiber.  
Option 4: \$51,922: Installed with wood fiber

#### **Northland Recreation/Little Tykes**

Option 5: \$39,983.50: Installed with wood fiber  
Option 6: \$39,995.90: Installed with wood fiber

The POSC and neighboring property owners in attendance were asked to provide comments and feedback on designs and make recommendations.

**POSC & Neighborhood Recommendation:**

The neighbors in attendance recommended one of the two playground design options from Northland Recreation. They liked the compact design (as to not impede the view of the lake), the price point, and recommended that the colors be that of a nautical theme.

**Recommendations:**

The POSC is recommending to the City Council moving forward with a playground design option from Northland Recreation/Little Tykes in the amount of \$39,995.90 (cost includes installation of the playground and wood fiber installation).

**ATTACHMENTS:**

Chester Park Final Playground Design.

# CHESTER PARK

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Playset Design

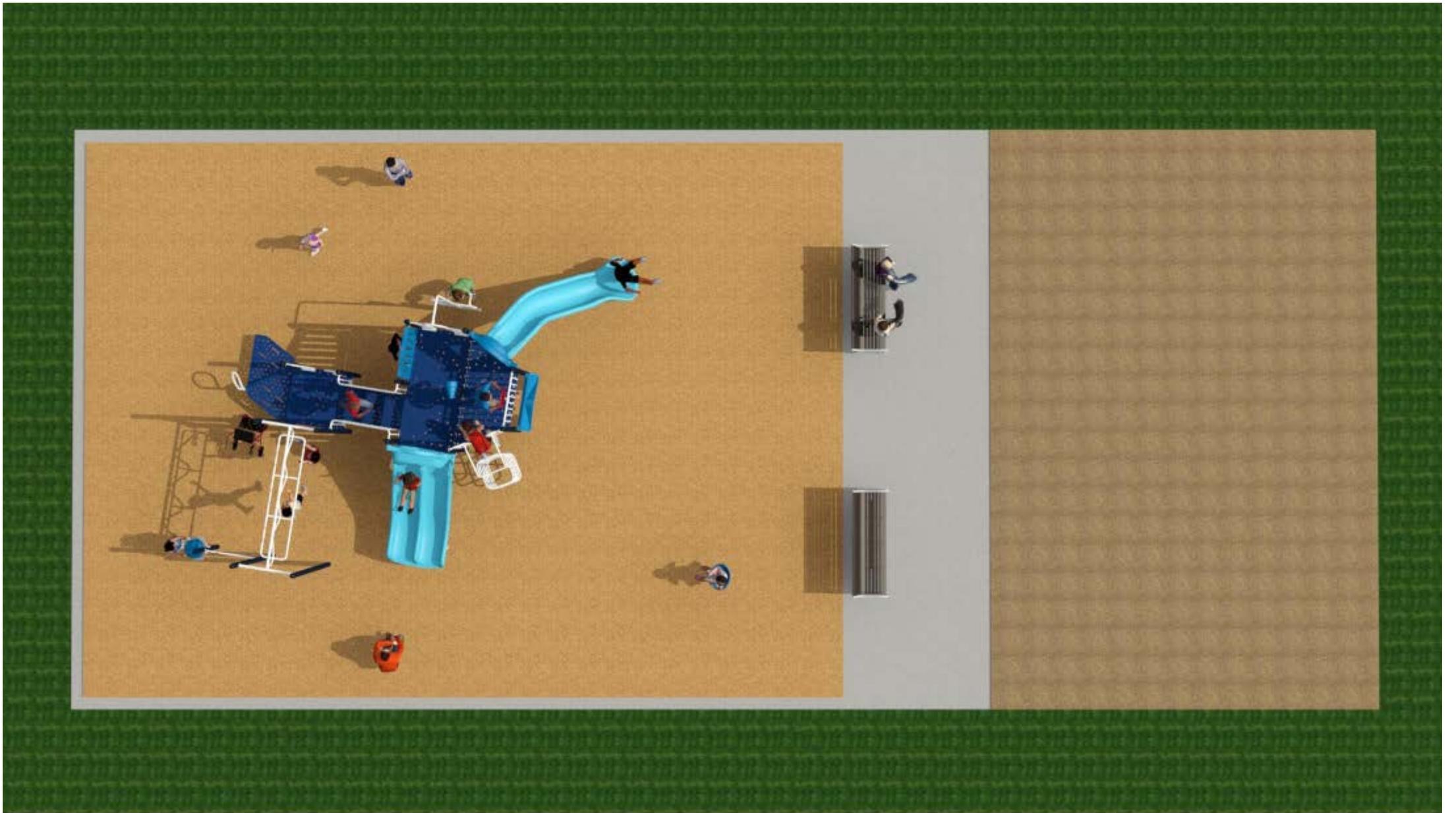








1155





## Public Lands Permit Report

**TO:** Honorable Mayor and City Council

**FROM:** Sarah Smith, Comm. Dev. Dir.; Ryan Prich, Public Works Director;  
Andy Drilling, Field Officer; Jesse Dickson, City Manager

**APPLICANT:** Abby Burkhardt

**DATE:** May 8, 2025

**LOCATION:** Devon Commons Abutting Property at 4801 Island View Drive

---

### REQUEST

City Code Section 62-11 regulates use of public lands in the City of Mound and states that construction of any kind on any public way, park, or commons, or the alteration of the natural contour of any public way, park, or commons, is unlawful unless a special construction on public land permit is issued.

### SITE INFORMATION

The property owner/applicant, Abby Burckhardt, is requesting Public Lands Permit approval to undertake improvements on a portion of Devon Commons that abuts the property at 4801 Island View Drive for a site alteration project that includes, but is not limited to, grading/filling, steps replacement, removal of a cottonwood tree and tree stumps, retaining wall construction, planting of a maple tree and related landscaping/restoration activities for improved erosion control and aesthetic enhancement. Nick Walser from Walser Landscaping is assisting the owner with the proposed project.

### DISCUSSION

- Copies of the request and supporting materials were forwarded to involved City departments for review. Staff also recently met with the applicant to discuss the proposed improvements on the Commons as well as improvements they are contemplating for the 4801 Island View Drive as a follow up project and will be working with Staff to determine additional required permitting for private improvements or work on Devon Commons.

- A current survey and proposed site plan showing the proposed alterations and improvement are included. Improvements on the Devon Lane ROW and Commons, which include utilities and a bituminous path, have been shown.
- A condition has been included with Staff's recommendation to require the applicant to coordinate with the Public Works Superintendent prior to the site alteration and tree removal activities; also that the City will not be responsible for maintenance of the trees or replacement in the event they need to be removed for repair/replacement of the City improvements.
- Public Lands Permits are not subject to the timeline requirements for agency action included in MS 15.99.

### **RECOMMENDATION**

Staff recommends approval of the Public Lands Permit application to allow site alteration activities/improvements on Devon Commons adjacent to the property at 4801 Island View Drive, subject to the following conditions:

1. Prior to commencing any site or land alteration activities, the final construction plans related to work in the Commons shall be subject to review and acceptance by Mound Departments. Applicant is required to discuss parking/staging for involved construction vehicles and materials needed for the proposed project with the Public Works Department, to include a pre-construction site inspection, if needed.
2. Applicant shall be responsible for obtaining any other local permits (*i.e., building permit, grading permit, etc.*) required for the project.
3. Proposed structures/improvements shall meet the provisions of the City Code in all regards.
4. In addition to the Public Lands Permit, applicant shall be responsible for obtaining all required agency permits (*i.e., MCWD permit, etc.*) needed to undertake the project.
5. Hardcover on the Commons shall be minimized to the fullest extent possible and shall not exceed 40 percent.
6. There are City utilities/improvements in the subject vicinity where the work will be taking place. Applicant shall coordinate with the Public Works Department prior to commencement of site alteration and tree removal activities.

7. The proposed retaining walls/steps/landscaping/trees are private improvement on public land. Exclusive use of public land on the basis of private improvement is not granted in the City's approval of the Public Lands Permit. The City of Mound is not responsible for installation, maintenance or replacement of any improvements or landscaping in the event there is a need for utility repair/replacement of City improvements in the subject vicinity or due to vandalism or damage/decay.

In recommending approval of the Public Lands Permit, Staff offers the following findings of fact:

1. The landscaping and improvements enhance the City property and improve erosion control.
2. The City is able to maintain the public utilities and improvements in the subject area where the trees are to be planted.

A draft resolution, based on Staff recommendation, has been prepared for Council consideration.

**CITY OF MOUND  
RESOLUTION NO. 25-46**

**RESOLUTION TO APPROVE A PUBLIC LANDS PERMIT FOR PROPERTY  
AT 4801 ISLAND VIEW DRIVE**

**WHEREAS**, applicant, Abby Burckhardt, is requesting a Public Lands Permit to undertake improvements on a portion of Devon Commons that abuts property at 4801 Island View Drive for a site alteration project that includes, but is not limited to, grading/filling, steps replacement, removal of a cottonwood tree and tree stumps, retaining wall construction, planting of a maple tree and related landscaping/restoration activities for improved erosion control and aesthetic enhancement. Nick Walser from Walser Landscaping is assisting the owner with the proposed project; and

**WHEREAS**, City Code Section 62-11, requires City Council approval by a majority vote for construction of any kind on any public way, park or commons, or the alteration of the natural contour of any public way, park or commons; and

**WHEREAS**, details regarding the request are contained in the Public Lands Permit Report dated May 8, 2025 which included Staff's recommendation for approval, subject to conditions, and the submitted application and materials from the applicant; and

**WHEREAS**, the City Council considered this request at their meeting of Tuesday, May 13, 2025; and

**WHEREAS**, in granting approval of the Public Lands Permit, the City Council makes the following findings of fact:

1. The landscaping and site improvements will enhance the Commons area and improve erosion control.
2. The improvements do not affect public access or affect the City's ability to maintain public utilities and improvements.

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Mound does hereby incorporate and restate the recitals set forth above and approve the resolution approving the Public Lands Permit request, as submitted by Abby Burckhardt for the property at 4801 Island View Drive. The City Council's approval of the Public Lands Permit is subject to the following conditions:

1. Prior to commencing any site or land alteration activities, the final construction plans related to work in the Commons shall be subject to review and acceptance by Mound Departments. Applicant is required to discuss parking/staging for involved construction vehicles and materials needed for the proposed project with the Public Works Department, to include a pre-construction site inspection, if needed.
2. Applicant shall be responsible for obtaining any other local permits (*i.e., building permit, grading permit, etc.*) required for the project.
3. Proposed structures/improvements shall meet the provisions of the City Code in all regards.

4. In addition to the Public Lands Permit, applicant shall be responsible for obtaining all required agency permits (i.e., MCWD permit, etc.) needed to undertake the project.
5. Hardcover on the Commons shall be minimized to the fullest extent possible and shall not exceed 40 percent.
6. There are City utilities/improvements in the subject vicinity where the work will be taking place. Applicant shall coordinate with the Public Works Department prior to commencement of site alteration and tree removal activities.
7. The proposed retaining walls/steps/landscaping/trees are private improvement on public land. Exclusive use of public land on the basis of private improvement is not granted in the City's approval of the Public Lands Permit. The City of Mound is not responsible for installation, maintenance or replacement of any improvements or landscaping in the event there is a need for utility repair/replacement of City improvements in the subject vicinity or due to vandalism or damage/decay.

Adopted by the City Council this 13<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mayor Jason R. Holt

\_\_\_\_\_  
Attest: Kevin Kelly, City Clerk



# PUBLIC LANDS APPLICATION

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

Date Received \_\_\_\_\_

Parks and Open Space Commission Date \_\_\_\_\_

City Council Date \_\_\_\_\_

**DISTRIBUTION**

_____	Building Official	_____	Parks Director
_____	DNR	_____	MCWD
_____	Public Works	_____	Other _____

Check One

- CONSTRUCTION ON PUBLIC LAND PERMIT** – new construction. NOTE: NO PERMIT SHALL BE ISSUED FOR CONSTRUCTION OF BOAT HOUSES OR OTHER BUILDINGS ON PUBLIC LAND - City Code Section 62-11(a) & (b).
- PUBLIC LAND MAINTENANCE PERMIT** – to allow repairs to an existing structure -City Code Section 62-11(c).
- CONTINUATION OF STRUCTURE** – to allow an existing encroachment to remain in an “as is” condition - City Code Section 62-11(g).
- LAND ALTERATION** – change in shoreline, drainage, slope, trees, vegetation, fill, etc. - City Code Section 62-11(d).

The structure or work you are requesting is an activity on publicly owned lands. Structures like boat houses, patios, sheds, etc. are all NONCONFORMING USES. It is the intent of the City to bring all these uses into conformance, which means that those structures will at some time in the future have to be removed from the public lands. All permits are granted for a limited time and are non-transferable. Stairway construction must meet the State Building Code when the permit is for new construction, or a new permit is applied for due to a change in dock site holder.

**Please type or print legibly**

<b>APPLICANT</b>	Name <u>Abby Burckhardt</u> Email <u>abbyhenriksen953@gmail.com</u>
	Address <u>4801 Island View Drive</u>
	Phone (H) <u>612-300-2123</u> (W) <u>612-300-2123</u> (M) <u>612-712-0147</u>
<b>ABUTTING PROPERTY LEGAL DESC.</b>	Address <u>4801 Island View Drive</u>
	Lot <u>1,2 13DEVON</u> Block _____
	Subdivision <u>Devon</u>
	PID # <u>25-117-24-11-0122</u> Zoning: R1 R1A R2 R3 B1 B2 B3 (Circle one)

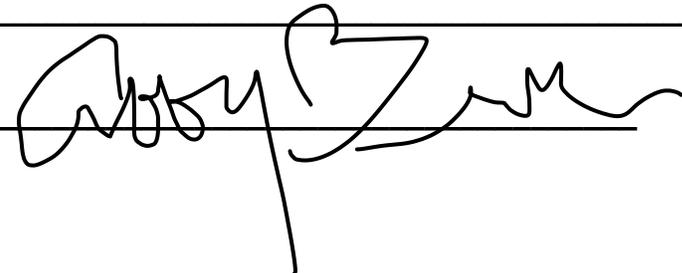
<b>PUBLIC PROPERTY</b>	Name _____ Email _____
	Dock Site # _____ Shoreline Type Commons _____
<b>CONTRACTOR</b>	Name Nick Walser Email Walserslandscaping@outlook.com
	Address 320 Circle Drive SW, Hutchinson, MN 55350
	Phone (H) 320-552-2310 (W) _____ (M) _____

A FEE OF \$200.00 APPLIES IF VALUATION OF PROJECT EXCEEDS \$1,000.00 AND **NO** PUBLIC BENEFIT IS DERIVED.

PROPOSED COST OF PROJECT (INCLUDING LABOR & MATERIALS) \$ 50,000

DESCRIBE REQUEST & PURPOSE \_\_\_\_\_

Clean up of yard for improvements and more usage. Remove Tree's (this is a due to the patio pavers and retaining walls needed. The tree roots are growing rapidly and pushing through the ground towards the water. Tree roots will continuously breakthrough the retaining walls if not removed. There are also two large trunks that need to be ground, but will cause damage to current tree. 2 retaining walls, Patio pavers, new stairs, sidewalks, and plants around side of house and back yard.

Applicant's Signature  Date 3/11/2025

Project includes-

- Removal of Cottonwood tree.
- Removal of Oak tree.
- 36x3 wall to hold top of bank and stop erosion from current grade, also stopping water from eroding city owned concrete steps. Wall will run east to west with a slight curve north on the east end to hold the side of the bank, and reduce a need to go longer.
- Replacing failing concrete steps with Techo Bloc sandstone steps.
- 32x3 wall to hold bank on bottom stopping erosion, also holding the bank to prevent city steps from continued erosion and sinkage. Wall will run east to west with a slight curve north on the east end to hold the side of the bank, and reduce a need to go longer.
- Silt fence keeping any debris from going into the lake.
- Permeable erosion control fabric lining the entire bank and under walls to stop erosion.
- All excavated dirt will be compacted down to subsoil to avoid any loose dirt from eroding.
- A 4 inch tile will be installed behind the walls.
- Sod above wall
- Erosion control Mulch between retaining walls to hold the bank.
- 5 yards landscape rock added on the southwest corner of the house from deck to gate on fence.(Staff Note: This is on 4801 IVD property and not part of Public Lands permit.)
- 13 yards black dirt added around the deck and behind the wall to raise the grade and lower elevation of the deck on the south side of the house. Bringing up grade approximately 2.5', with 15-20' of run to taper out. This will level out yard and ensure the run off in proper direction.

# Surveyors Certificate

## Existing Conditions Survey For:

**ABBY BURCKHARDT**

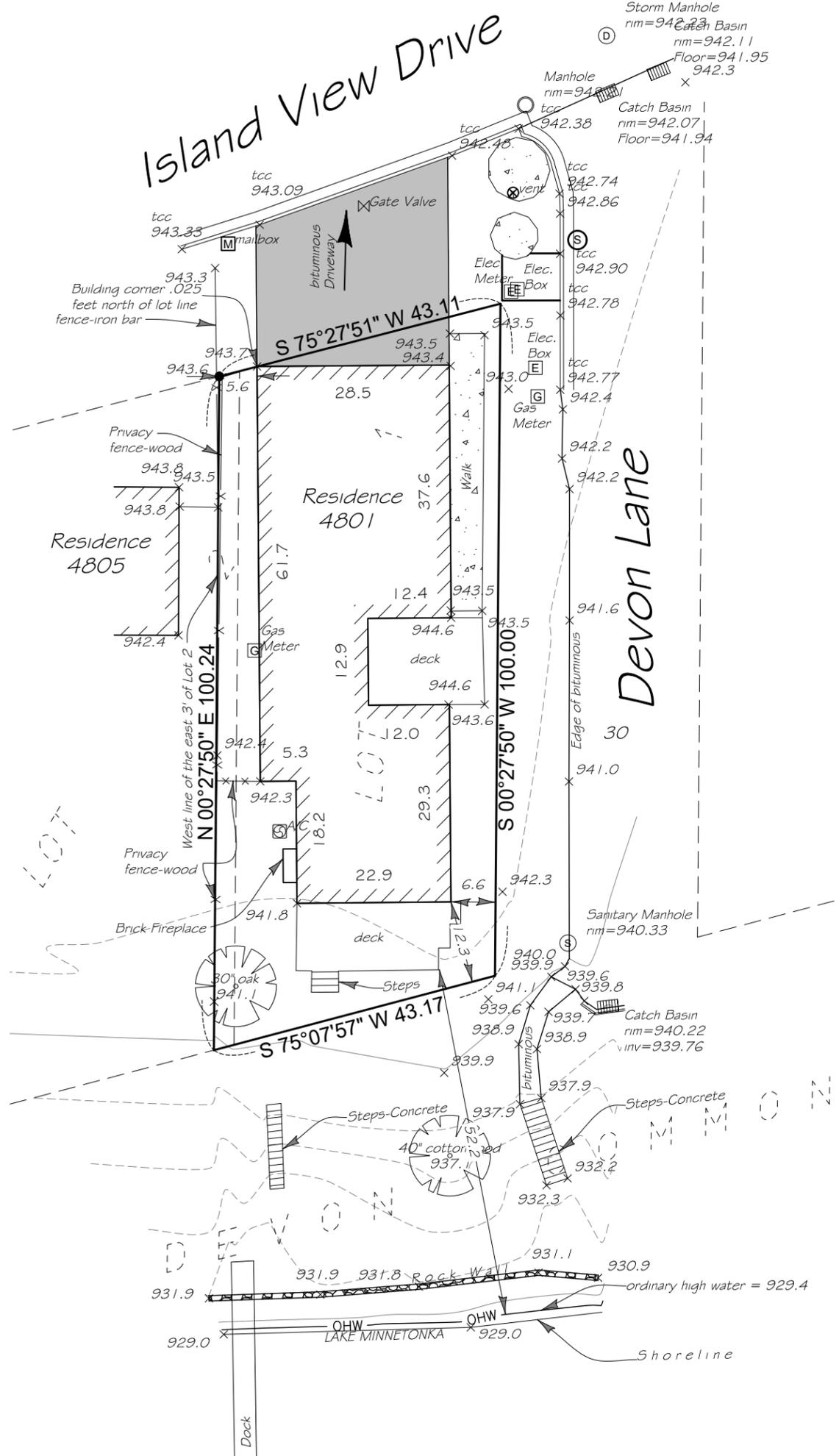
Property located in Section  
25, Township 117, Range 24,  
Hennepin County, Minnesota



Basis for  
bearings is  
assumed

- Denotes Found Iron Monument
- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- Denotes Existing Contours
- ~ Denotes Proposed Contours
- x000.0 Denotes Existing Elevation
- 000.0 Denotes Proposed Elevation
- ← Denotes Surface Drainage

NOTE: The only easements shown are from plats of record or information provided by client.



	Hardcover
Lot Area	4,168 sq ft
Residence	2,011 sq ft
Fireplace	10 sq ft
Deck-South	243 sq ft
Deck-East	226 sq ft
Walk-Concrete	204 sq ft
Driveway-Bituminous	101 sq ft
<b>Total</b>	<b>2,795 sq ft</b>
Percentage	67.06%

Legal Description Lot 1 AND THE EAST 3 FEET OF LOT 2, Block 13, DEVON Hennepin County, Minnesota	Project No. 91028	Scale: 1" = 20'	I certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota Surveyed this 23rd day of April 2025.
	F.B.No. -	Drawn By <i>AL</i>	
<b>DEMARC</b> LAND SURVEYING & ENGINEERING 7601 73rd Avenue North Minneapolis, Minnesota 55428 (763) 560-3093 DemarcInc.com	Address: 4801 Island View Drive Mound, MN, 55364		Signed Gregory R. Prasch, Minn. Reg. No. 24992
	rev		

# Surveyors Certificate

## Existing Conditions Survey For:

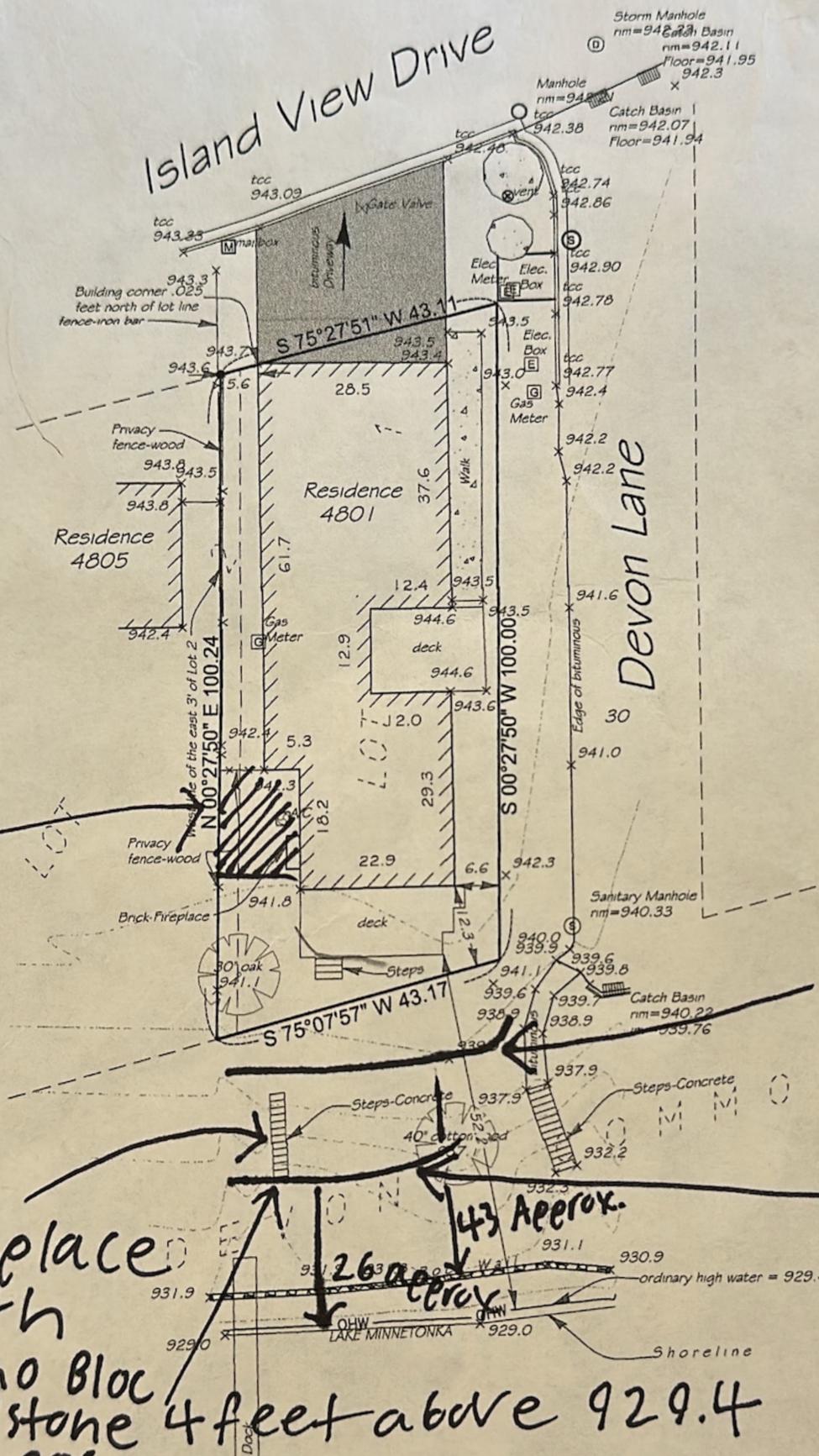
**ABBY BURCKHARDT**

Property located in Section  
25, Township 117, Range 24,  
Hennepin County, Minnesota

- Denotes Found Iron Monument
- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- ~ Denotes Existing Contours
- ~ Denotes Proposed Contours
- x000.0 Denotes Existing Elevation
- 000.0 Denotes Proposed Elevation
- ↖ Denotes Surface Drainage

Basis for bearings is assumed

NOTE: The only easements shown are from plats of record or information provided by client.



Hardcover	
Lot Area	4,168 sq ft
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Legal Description Lot 1 AND THE EAST 3 FEET OF LOT 2, Block 13, DEVON Hennepin County, Minnesota	Project No. 91028 F.B.No. - Address: 4801 Island View Drive Mound, MN, 55364	Scale: 1" = 20' Drawn By <i>AB</i>	I certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota Surveyed this 23rd day of April 2025.
<b>DEMARC</b> LAND SURVEYING & ENGINEERING 7601 73rd Avenue North (763) 560-3093 Minneapolis, Minnesota 55428 DemarcInc.com			Signed <i>Gregory R. Prash</i> Gregory R. Prash, Minn. Reg. No. 24992



## Public Lands Permit Report

**TO:** Honorable Mayor and City Council

**FROM:** Sarah Smith, Comm. Dev. Dir.; Ryan Prich, Public Works Director;  
Andy Drilling, Field Officer; Jesse Dickson, City Manager

**APPLICANT:** Darrell Anderson

**DATE:** May 7, 2025

**LOCATION:** City Property in Vicinity of Property at 5972 Sunset Road

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### REQUEST

City Code Section 62-11 regulates use of public lands in the City of Mound and states that construction of any kind on any public way, park, or commons, or the alteration of the natural contour of any public way, park, or commons, is unlawful unless a special construction on public land permit is issued.

### SITE INFORMATION

The applicant, Darrell Anderson, submitted a Public Lands Permit application on April 18, 2025 requesting approval to plant a line of trees (maple/poplar) next to the drainage ditch on City property in the vicinity of his property at 5972 Sunset Road.

### DISCUSSION

- Copies of the request and supporting materials were forwarded to involved City departments for review.
- Vegetation on the 2 City lots adjacent to the applicant's property was cleared in 2024 to accommodate a lift station improvement project. The applicant is requesting approval to plant trees adjacent to the drainage ditch to replace the vegetation removed and to provide a buffer/separation from his property along the swale.
- The proposal was discussed with the Public Works Director who deemed it to be acceptable.

- A site plan showing the proposed tree location is included.
- A condition has been included with Staff's recommendation to require the applicant to coordinate with the Public Works Superintendent prior to tree planting related to the improvements on the City lots; also that the City will not be responsible for maintenance of the trees or replacement in the event they need to be removed for repair/replacement of the City improvements.
- Public Lands Permits are not subject to the timeline requirements for agency action included in MS 15.99.

### **RECOMMENDATION**

Staff recommends approval of the Public Lands Permit application to allow tree planting on the City lot adjacent to the property at 5972 Sunset Road, subject to the following conditions:

1. There are municipal utilities/improvements in the subject vicinity where the trees are to be planted. Applicant shall coordinate with the Public Works Department prior to planting activities being undertaken.
2. Tree planting is a private improvement over public land. Exclusive use of public land on the basis of private improvement is not granted in the City's approval of the Public Lands Permit. The City of Mound is not responsible for installation, maintenance or replacement in the event they need to be removed for repair/replacement of City improvements or due to vandalism or damage/decay.

In recommending approval of the Public Lands Permit, Staff offers the following findings of fact:

1. The City is able to maintain the public utilities and improvements in the subject area where the trees are to be to be planted.

A draft resolution, based on Staff recommendation, has been prepared for Council consideration.

**CITY OF MOUND  
RESOLUTION NO. 25-47**

**RESOLUTION TO APPROVE A PUBLIC LANDS PERMIT FOR PROPERTY AT  
5972 SUNSET ROAD**

**WHEREAS**, the applicant, Darrell Anderson, submitted a Public Lands Permit application on April 18, 2025 requesting approval to plant a line of trees (maple/poplar) next to the drainage ditch on City property in the vicinity of his property at 5972 Sunset Road that includes a City lift station and related improvements constructed in 2024; and

**WHEREAS**, City Code Section 62-11, requires City Council approval by a majority vote for construction of any kind on any public way, park or commons, or the alteration of the natural contour of any public way, park or commons; and

**WHEREAS**, details regarding the request are contained in the Public Lands Permit Report dated May 8, 2025 which included Staff's recommendation for approval, subject to conditions, and the submitted application and materials from the applicant; and

**WHEREAS**, the City Council considered this request at their meeting of Tuesday, May 13, 2025; and

**WHEREAS**, in granting approval of the Public Lands Permit, the City Council makes the following findings of fact:

1. The City is able to maintain the public utilities and improvements in the subject area where the trees are to be planted.

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Mound does hereby incorporate and restate the recitals set forth above and approve the resolution approving the Public Lands Permit request, as submitted by Darrell Anderson for the property at 5972 Sunset Road. The City Council's approval of the Public Lands Permit is subject to the following conditions:

1. There are municipal utilities/improvements in the subject vicinity where the trees are to be planted. Applicant shall coordinate with the Public Works Department prior to planting activities being undertaken.
2. Tree planting is a private improvement over public land. Exclusive use of public land on the basis of private improvement is not granted in the City's approval of the Public Lands Permit. The City of Mound is not responsible for installation, maintenance or replacement in the event they need to be removed for repair/replacement of City improvements or due to vandalism or damage/decay.

Adopted by the City Council this 13<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mayor Jason R. Holt

\_\_\_\_\_  
Attest: Kevin Kelly, City Clerk



# PUBLIC LANDS APPLICATION

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

Date Received APR 18 2025

Parks and Open Space Commission Date \_\_\_\_\_

City Council Date \_\_\_\_\_

**DISTRIBUTION**

_____	Building Official	_____ <u>X</u>	Parks Director
_____ <u>X</u>	DNR	_____ <u>PWI</u>	MCWD
_____ <u>X</u>	Public Works	_____ <u>X</u>	Other

Check One

**CONSTRUCTION ON PUBLIC LAND PERMIT** – new construction. NOTE: NO PERMIT SHALL BE ISSUED FOR CONSTRUCTION OF BOAT HOUSES OR OTHER BUILDINGS ON PUBLIC LAND - City Code Section 62-11(a) & (b).

**PUBLIC LAND MAINTENANCE PERMIT** – to allow repairs to an existing structure -City Code Section 62-11(c).

**CONTINUATION OF STRUCTURE** – to allow an existing encroachment to remain in an “as is” condition - City Code Section 62-11(g).

**LAND ALTERATION** – change in shoreline, drainage, slope, trees, vegetation, fill, etc. - City Code Section 62-11(d).

The structure or work you are requesting is an activity on publicly owned lands. Structures like boat houses, patios, sheds, etc. are all NONCONFORMING USES. It is the intent of the City to bring all these uses into conformance, which means that those structures will at some time in the future have to be removed from the public lands. All permits are granted for a limited time and are non-transferable. Stairway construction must meet the State Building Code when the permit is for new construction, or a new permit is applied for due to a change in dock site holder.

Please type or print legibly

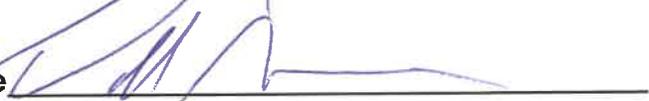
<b>APPLICANT</b>	Name <u>Darrell Anderson</u> Email <u>darrell.anderson@comcast.net</u>
	Address <u>5972 Sunset Rd, Mound</u>
	Phone (H) <u>=</u> (W) <u>-</u> (M) <u>303 877 9943</u>
<b>ABUTTING PROPERTY LEGAL DESC.</b>	Address _____
	Lot _____ Block _____
	Subdivision _____
	PID # _____ Zoning: R1 R1A R2 R3 B1 B2 B3 (Circle one)

<b>PUBLIC PROPERTY</b>	Name _____ Email _____
	Dock Site # _____ Shoreline Type _____
<b>CONTRACTOR</b>	Name _____ Email _____
	Address _____
	Phone (H) _____ (W) _____ (M) _____

A FEE OF \$200.00 APPLIES IF VALUATION OF PROJECT EXCEEDS \$1,000.00 AND NO PUBLIC BENEFIT IS DERIVED.

PROPOSED COST OF PROJECT (INCLUDING LABOR & MATERIALS) \$ 3000.00

DESCRIBE REQUEST & PURPOSE Plant 2 maple trees and  
2 poplar trees next to the drainage ditch  
abutting my property. Trees to be planted 4'  
from edge of skirting material

Applicant's Signature  Date 4/18/25





Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

May 7, 2025

Mr. Jesse Dickson, City Manager  
City of Mound  
2415 Wilshire Boulevard  
Mound, MN 55364

RE: Surfside Park Playground Improvements  
City Project No. PW-24-10  
Pay Request No. 3 & Final

Dear Mr. Dickson:

Please find enclosed Pay Request No. 3 & Final from Blackstone Contractors for work completed on the Surfside Park Playground Improvements Project from June 22, 2024, through May 5, 2025.

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

We have reviewed the contractor's request, verified quantities, and recommend payment in the amount of \$940.31 to Blackstone Contractors.

Sincerely,

**Bolton & Menk, Inc.**

**Matthew S. Bauman, P.E.**  
City Engineer

**CONTRACTOR'S PAY REQUEST**  
**SURFSIDE PARK PLAYGROUND IMPROVEMENTS**



**BOLTON & MENK**

Real People. Real Solutions.

**DISTRIBUTION:**

- CONTRACTOR (1)
- OWNER (1)
- ENGINEER (1)

**CITY OF MOUND - PW-24-10**  
**BMI PROJECT NO. 0C1.130225**

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$104,032.42
TOTAL, COMPLETED WORK TO DATE	\$94,031.38
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$94,031.38
RETAINED PERCENTAGE ( 0.0% )	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$94,031.38
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$93,091.07
PAY CONTRACTOR AS ESTIMATE NO. <b>3 &amp; Final</b>	\$940.31

**CERTIFICATE FOR PARTIAL PAYMENT**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

**Contractor:** Blackstone Contractors, LLC  
 9520 County Road 19

*Blue Karvonen*

Blue Karvonen, VP

Title

Date 05/05/2025

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By *Matt Bauman*, CONSULTING ENGINEER

Date 5/5/2025

**APPROVED FOR PAYMENT:**

OWNER:

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

And \_\_\_\_\_  
 Name Title Date

**Pay Request No.:**

**SURFSIDE PARK PLAYGROUND IMPROVEMENTS**

**3 & Final**



Real People. Real Solutions.

**CITY OF MOUND**

**BMI PROJECT NO. 0C1.130225**

**WORK COMPLETED THROUGH FRIDAY, MAY 02, 2025**

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE				
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT			
1	MOBILIZATION	\$3,920.00	1.00	LUMP SUM	\$3,920.00	1.00	LUMP SUM	\$3,920.00	1.00	LUMP SUM	\$3,920.00
2	REMOVE DRAINAGE STRUCTURE	\$426.00	1.00	EACH	\$426.00	1.00	EACH	\$426.00	1.00	EACH	\$426.00
3	REMOVE SEWER PIPE (STORM)	\$17.75	8.00	LIN FT	\$142.00	8.00	LIN FT	\$142.00	8.00	LIN FT	\$142.00
4	REMOVE BITUMINOUS PAVEMENT/ TRAIL	\$10.92	26.00	SQ YD	\$283.92	30.30	SQ YD	\$330.88	30.30	SQ YD	\$330.88
5	EXCAVATION - COMMON (P)	\$26.13	310.00	CU YD	\$8,100.30	310.00	CU YD	\$8,100.30	310.00	CU YD	\$8,100.30
6	COMMON EMBANKMENT (CV) (P)	\$19.19	222.00	CU YD	\$4,260.18	222.00	CU YD	\$4,260.18	222.00	CU YD	\$4,260.18
7	GEOTEXTILE FABRIC TYPE 5 (P)	\$1.93	1,073.00	SQ YD	\$2,070.89	1,073.00	SQ YD	\$2,070.89	1,073.00	SQ YD	\$2,070.89
8	AGGREGATE BASE (CV) CLASS 5 (P)	\$49.60	35.00	CU YD	\$1,736.00	35.00	CU YD	\$1,736.00	35.00	CU YD	\$1,736.00
9	AGGREGATE SURFACING CLASS 5	\$54.08	25.00	TON	\$1,352.00	0.00	TON	\$0.00	0.00	TON	\$0.00
10	BITUMINOUS PATCHING (COUNTY ROAD)	\$266.25	16.00	SQ YD	\$4,260.00	10.30	SQ YD	\$2,742.38	10.30	SQ YD	\$2,742.38
11	8" DUAL WALL HDPE STORM PIPE	\$37.93	92.00	LIN FT	\$3,489.56	88.00	LIN FT	\$3,337.84	88.00	LIN FT	\$3,337.84
12	4" PERF HDPE PIPE DRAIN W/ AGGREGATE	\$16.23	430.00	LIN FT	\$6,978.90	280.00	LIN FT	\$4,544.40	280.00	LIN FT	\$4,544.40
13	12" RC PIPE SEWER DESIGN 3006 CLASS V	\$97.56	43.00	LIN FT	\$4,195.08	40.00	LIN FT	\$3,902.40	40.00	LIN FT	\$3,902.40
14	FILTRATION BASIN MEDIA MIX	\$50.00	17.00	CU YD	\$850.00	24.00	CU YD	\$1,200.00	24.00	CU YD	\$1,200.00
15	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4020-48 (W/PLATE)	\$5,420.00	1.00	EACH	\$5,420.00	1.00	EACH	\$5,420.00	1.00	EACH	\$5,420.00
16	4" PVC DRAINTILE CLEANOUT	\$91.67	6.00	EACH	\$550.02	4.00	EACH	\$366.68	4.00	EACH	\$366.68
17	FIELD BOX	\$50.00	1.00	EACH	\$50.00	0.00	EACH	\$0.00	0.00	EACH	\$0.00
18	8" DRAIN BASIN	\$700.00	1.00	EACH	\$700.00	1.00	EACH	\$700.00	1.00	EACH	\$700.00
19	CONNECT TO EXISTING STORM PIPE	\$768.00	1.00	EACH	\$768.00	1.00	EACH	\$768.00	1.00	EACH	\$768.00
20	RANDOM RIPRAP CLASS I	\$95.17	12.00	CU YD	\$1,142.04	7.00	CU YD	\$666.19	7.00	CU YD	\$666.19
21	4" CONCRETE WALK (W/ 6" AGGREGATE BASE CL 5)	\$9.05	1,510.00	SQ FT	\$13,665.50	1,610.00	SQ FT	\$14,570.50	1,610.00	SQ FT	\$14,570.50
22	6" CONCRETE WALK (W/ 6" AGGREGATE BASE CL 5)	\$17.73	20.00	SQ FT	\$354.60	20.00	SQ FT	\$354.60	20.00	SQ FT	\$354.60
23	3" BITUMINOUS WALK (W/ 6" AGGREGATE BASE CL 5)	\$16.83	105.00	SQ FT	\$1,767.15	176.00	SQ FT	\$2,962.08	176.00	SQ FT	\$2,962.08
24	BITUMINOUS CURB	\$18.90	20.00	LIN FT	\$378.00	25.00	LIN FT	\$472.50	25.00	LIN FT	\$472.50
25	THICKENED EDGE CONCRETE	\$20.49	290.00	LIN FT	\$5,942.10	290.00	LIN FT	\$5,942.10	290.00	LIN FT	\$5,942.10
26	TRAFFIC CONTROL	\$525.00	1.00	LUMP SUM	\$525.00	1.00	LUMP SUM	\$525.00	1.00	LUMP SUM	\$525.00
27	STORM DRAIN INLET PROTECTION	\$171.00	2.00	EACH	\$342.00	2.00	EACH	\$342.00	2.00	EACH	\$342.00
28	SILT FENCE, TYPE MS	\$4.10	1,145.00	LIN FT	\$4,694.50	800.00	LIN FT	\$3,280.00	800.00	LIN FT	\$3,280.00
29	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.37	300.00	LIN FT	\$1,011.00	100.00	LIN FT	\$337.00	100.00	LIN FT	\$337.00
30	STABILIZED CONSTRUCTION EXIT	\$968.00	1.00	EACH	\$968.00	1.00	EACH	\$968.00	1.00	EACH	\$968.00
31	TOPSOIL BORROW (LV)	\$53.87	76.00	CU YD	\$4,094.12	0.00	CU YD	\$0.00	0.00	CU YD	\$0.00
32	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX 25-14	\$5.61	180.00	SQ YD	\$1,009.80	242.00	SQ YD	\$1,357.62	242.00	SQ YD	\$1,357.62
33	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX 33-24	\$7.32	138.00	SQ YD	\$1,010.16	138.00	SQ YD	\$1,010.16	138.00	SQ YD	\$1,010.16
A1.1	SODDING TYPE LAWN	\$13.04	1,140.00	SQ YD	\$14,865.60	1,117.00	SQ YD	\$14,565.68	1,117.00	SQ YD	\$14,565.68
CO1-1	INSTALL ADDITIONAL FRENCH DRAINS	\$1,670.00	1.00	LUMP SUM	\$1,670.00	1.00	LUMP SUM	\$1,670.00	1.00	LUMP SUM	\$1,670.00
CO1-2	ADDITIONAL TREE REMOVAL	\$465.00	1.00	LUMP SUM	\$465.00	1.00	LUMP SUM	\$465.00	1.00	LUMP SUM	\$465.00
CO1-3	REMOVAL OF RUBBLE TRUCKING	\$575.00	1.00	LUMP SUM	\$575.00	1.00	LUMP SUM	\$575.00	1.00	LUMP SUM	\$575.00
								0			0
<b>TOTAL AMOUNT:</b>					<b>\$104,032.42</b>			<b>\$94,031.38</b>			<b>\$94,031.38</b>



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 1-495-256-800  
 Submitted Date and Time: 7-May-2025 12:46:34 PM  
 Legal Name: BLACKSTONE CONTRACTORS LLC  
 Federal Employer ID: 26-1629924  
 User Who Submitted: blackstonecontractors  
 Type of Request Submitted: Contractor Affidavit

### Affidavit Summary

**Affidavit Number:** 781856768  
 Minnesota ID: 9381216  
 Project Owner: CITY OF MOUND  
 Project Number: 2406  
 Project Begin Date: 14-Mar-2024  
 Project End Date: 20-Jun-2024  
 Project Location: SURFSIDE PARK MOUND MN  
 Project Amount: \$94,031.68

### Subcontractor Summary

Name	ID	Affidavit Number
ASLAKSON'S	6032526	848113664
CURB MASTERS INC	2207114	614019072

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

May 7, 2025

Mr. Jesse Dickson, City Manager  
City of Mound  
2415 Wilshire Boulevard  
Mound, MN 55364

RE: Water Treatment Infrastructure Improvements – Phase 1  
City Project No. PW 25-12  
Pay Request No. 1

Dear Mr. Dickson:

Please find enclosed Pay Request No. 1 from Widmer Construction for work completed on the Water Treatment Infrastructure Improvements – Phase 1 from April 14, 2025, through April 30, 2025.

We have reviewed the contractor's request, verified quantities, and recommend payment in the amount of \$220,882.39 to Widmer Construction.

Sincerely,

**Bolton & Menk, Inc.**

Matthew S. Bauman, P.E.

City Engineer

**CONTRACTOR'S PAY REQUEST**

**WATERMAIN INFRASTRUCTURE PROJECT - PHASE 1**



**BOLTON & MENK**

Real People. Real Solutions.

**DISTRIBUTION:**

- CONTRACTOR (1)
- OWNER (1)
- ENGINEER (1)

**CITY OF MOUND - PW-25-12**

**BMI PROJECT NO. 24X.135355**

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$715,799.98
TOTAL, COMPLETED WORK TO DATE	\$232,507.78
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$232,507.78
RETAINED PERCENTAGE ( 5.0% )	\$11,625.39
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$220,882.39
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	\$220,882.39

**CERTIFICATE FOR PARTIAL PAYMENT**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

**Contractor:** Widmer Construction  
 9455 County Rd 15  
 Maple Plain, MN 55359

By *Amy Vandenberg* Name MANAGING MEMBER Title

Date 5-7-25

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By *Matthew S. Bauman*, Project Manager  
 Matthew S. Bauman

Date 05/07/2025

**APPROVED FOR PAYMENT:**

**OWNER:**

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

And \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Name Title Date

# Pay Request No.:

WATERMAIN INFRASTRUCTURE PROJECT - PHASE 1

1



Real People. Real Solutions.

CITY OF MOUND

BMI PROJECT NO. 24X.135355

WORK COMPLETED THROUGH WEDNESDAY, APRIL 30, 2025

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
1	MOBILIZATION	\$32,553.39	1.00	LUMP SUM	\$32,553.39	LUMP SUM	0.50	LUMP SUM	\$16,276.70
2	TRAFFIC CONTROL	\$50,421.42	1.00	LUMP SUM	\$50,421.42	LUMP SUM	0.50	LUMP SUM	\$25,210.71
3	REMOVE CONCRETE WALK (ANY THICKNESS)	\$5.93	600.00	SQ FT	\$3,558.00	SQ FT	252.00	SQ FT	\$1,494.36
4	REMOVE CONCRETE PAVEMENT (ANY THICKNESS)	\$5.59	650.00	SQ FT	\$3,633.50	SQ FT	0.00	SQ FT	\$0.00
5	REMOVE CONCRETE CURB AND GUTTER	\$6.38	300.00	LIN FT	\$1,914.00	LIN FT	54.00	LIN FT	\$344.52
6	REMOVE WATERMAIN (ANY SIZE, ANY TYPE)	\$5.05	700.00	LIN FT	\$3,535.00	LIN FT	0.00	LIN FT	\$0.00
7	REMOVE HYDRANT ASSEMBLY	\$404.18	1.00	EACH	\$404.18	EACH	0.00	EACH	\$0.00
8	REMOVE GATE VALVE AND BOX (ANY SIZE)	\$252.61	16.00	EACH	\$4,041.76	EACH	5.00	EACH	\$1,263.05
9	REMOVE AIR RELIEF MANHOLE	\$353.66	1.00	EACH	\$353.66	EACH	0.00	EACH	\$0.00
10	REMOVE STEEL CASING	\$11.55	70.00	LIN FT	\$808.50	LIN FT	0.00	LIN FT	\$0.00
11	ABANDON 8" WATERMAIN	\$13.95	230.00	LIN FT	\$3,208.50	LIN FT	0.00	LIN FT	\$0.00
12	EXPLORATORY EXCAVATION	\$405.18	10.00	HOUR	\$4,051.80	HOUR	0.00	HOUR	\$0.00
13	TEMPORARY WATER SERVICE	\$810.14	10.00	EACH	\$8,101.40	EACH	10.00	EACH	\$8,101.40
14	TEMPORARY WATER SERVICE (FIRE)	\$3,507.52	1.00	LUMP SUM	\$3,507.52	LUMP SUM	2.00	LUMP SUM	\$7,015.04
15	STABILIZING AGGREGATE (CV)	\$0.01	300.00	CU YD	\$3.00	CU YD	0.00	CU YD	\$0.00
16	SUBGRADE EXCAVATION (EV)	\$5.00	300.00	CU YD	\$1,500.00	CU YD	0.00	CU YD	\$0.00
17	GEOTEXTILE FABRIC, TYPE V	\$0.49	1,200.00	SQ YD	\$588.00	SQ YD	0.00	SQ YD	\$0.00
18	BITUMINOUS PATCH (CITY STREET)	\$63.60	930.00	SQ YD	\$59,148.00	SQ YD	0.00	SQ YD	\$0.00
19	BITUMINOUS PATCH (COUNTY ROAD)	\$125.73	450.00	SQ YD	\$56,578.50	SQ YD	0.00	SQ YD	\$0.00
20	AGGREGATE BEDDING	\$4.50	100.00	TON	\$450.00	TON	0.00	TON	\$0.00
21	6" DIP WATERMAIN, CL. 52	\$92.53	15.00	LIN FT	\$1,387.95	LIN FT	0.00	LIN FT	\$0.00
22	6" C900 PVC WATERMAIN (OPEN CUT)	\$76.95	125.00	LIN FT	\$9,618.75	LIN FT	0.00	LIN FT	\$0.00
23	8" C900 PVC WATERMAIN (OPEN CUT)	\$87.88	75.00	LIN FT	\$6,591.00	LIN FT	17.00	LIN FT	\$1,493.96
24	10" C900 PVC WATERMAIN (OPEN CUT)	\$88.83	65.00	LIN FT	\$5,720.00	LIN FT	0.00	LIN FT	\$0.00
25	12" C900 PVC WATERMAIN (OPEN CUT)	\$88.83	400.00	LIN FT	\$35,532.00	LIN FT	0.00	LIN FT	\$0.00
26	12" C900 PVC WATERMAIN (HDD)	\$160.52	265.00	LIN FT	\$42,537.80	LIN FT	0.00	LIN FT	\$0.00
27	12" C900 PVC WATERMAIN (PIPE BURST)	\$112.70	1,215.00	LIN FT	\$136,930.50	LIN FT	1,143.00	LIN FT	\$128,816.10
28	6" GATE VALVE AND BOX	\$2,902.36	5.00	EACH	\$14,511.80	EACH	0.00	EACH	\$0.00
29	8" GATE VALVE AND BOX	\$3,636.95	3.00	EACH	\$10,910.85	EACH	2.00	EACH	\$7,273.90
30	10" GATE VALVE AND BOX	\$4,565.55	1.00	EACH	\$4,565.55	EACH	0.00	EACH	\$0.00
31	12" BUTTERFLY VALVE AND BOX	\$4,560.96	9.00	EACH	\$41,048.64	EACH	4.00	EACH	\$18,243.84
32	14" BUTTERFLY VALVE AND BOX	\$7,300.44	1.00	EACH	\$7,300.44	EACH	0.00	EACH	\$0.00
33	HYDRANT ASSEMBLY	\$6,827.56	1.00	EACH	\$6,827.56	EACH	0.00	EACH	\$0.00
34	HYDRANT EXTENSION	\$1,546.65	1.00	LIN FT	\$1,546.65	LIN FT	0.00	LIN FT	\$0.00
35	CONNECT TO EXISTING WATERMAIN	\$2,987.93	10.00	EACH	\$29,879.30	EACH	2.00	EACH	\$5,975.86
36	CONNECT TO EXISTING WATER SERVICE	\$611.95	10.00	EACH	\$6,119.50	EACH	0.00	EACH	\$0.00
37	1" CURB STOP & BOX	\$1,211.98	1.00	EACH	\$1,211.98	EACH	0.00	EACH	\$0.00
38	1" CORPORATION STOP	\$951.45	10.00	EACH	\$9,514.50	EACH	0.00	EACH	\$0.00
39	1" WATER SERVICE PIPE	\$18.30	25.00	LIN FT	\$457.50	LIN FT	0.00	LIN FT	\$0.00
40	4" POLYSTYRENE INSULATION	\$34.62	8.00	SQ YD	\$276.96	SQ YD	0.00	SQ YD	\$0.00
41	DUCTILE IRON FITTINGS	\$11.09	2,000.00	POUND	\$22,180.00	POUND	738.00	POUND	\$8,184.42
42	AIR RELIEF MANHOLE	\$15,496.66	1.00	LUMP SUM	\$15,496.66	LUMP SUM	0.00	LUMP SUM	\$0.00
43	REPAIR SANITARY SERVICE (ANY SIZE)	\$466.22	5.00	EACH	\$2,331.10	EACH	0.00	EACH	\$0.00
44	CONCRETE CURB & GUTTER (ANY TYPE)	\$40.85	600.00	LIN FT	\$24,510.00	LIN FT	0.00	LIN FT	\$0.00
45	4" CONCRETE WALK (INCL AGG BASE CL 5)	\$12.48	650.00	SQ FT	\$8,112.00	SQ FT	0.00	SQ FT	\$0.00
46	6" CONCRETE WALK (INCL AGG BASE CL 5)	\$23.01	250.00	SQ FT	\$5,752.50	SQ FT	0.00	SQ FT	\$0.00
47	TRUNCATED DOMES	\$63.03	16.00	SQ FT	\$1,008.48	SQ FT	0.00	SQ FT	\$0.00
48	BIOLOG	\$3.46	800.00	LIN FT	\$2,768.00	LIN FT	400.00	LIN FT	\$1,384.00
49	INLET PROTECTION	\$158.88	16.00	EACH	\$2,542.08	EACH	9.00	EACH	\$1,429.92
50	TOPSOIL BORROW (LV)	\$73.21	70.00	CU YD	\$5,124.70	CU YD	0.00	CU YD	\$0.00

**Pay Request No.:**

WATERMAIN INFRASTRUCTURE PROJECT - PHASE 1

1



Real People. Real Solutions.

CITY OF MOUND

BMI PROJECT NO. 24X.135355

WORK COMPLETED THROUGH WEDNESDAY, APRIL 30, 2025

ITEM NO.	ITEM	UNIT PRICE	AS BID			PREVIOUS ESTIMATE			COMPLETED TO DATE		
			ESTIMATED QUANTITY	SQ YD	ESTIMATED AMOUNT	ESTIMATED QUANTITY	SQ YD	ESTIMATED AMOUNT	ESTIMATED QUANTITY	SQ YD	ESTIMATED AMOUNT
51	SOD, LAWN TYPE	\$26.26	325.00	SQ YD	\$8,534.50			0.00	SQ YD	\$0.00	
52	6" SOLID LINE - PAINT	\$6.93	100.00	LIN FT	\$693.00			0.00	LIN FT	\$0.00	
53	CROSSWALK BLOCKS - PAINT	\$3.74	240.00	SQ FT	\$897.60			0.00	SQ FT	\$0.00	
54	LANDSCAPE ALLOWANCE	\$5,000.00	1.00	ALLOWANCE	\$5,000.00			0.00	ALLOWANCE	\$0.00	
								0		0	
<b>TOTAL AMOUNT:</b>					<b>\$715,799.98</b>					<b>\$0.00</b>	<b>\$232,507.78</b>



**MEMORANDUM**

Date: May 13, 2025  
 To: Mayor and City Council  
 From: Kevin Kelly, Administrative Services Coordinator/City Clerk  
 Subject: Dock Map Addendum – Jennings Slip Reassignment to Beachside Access

Typically, the Dock Program seeks City Council approval of changes to the Dock Program Dock Map at the end of each dock season. Dock Administration would like early approval of the Dock Map Addendum in order to prepare for the proposed move of half of the Jennings Cove multiple slip to the Beachside Access site; both which are on the Three Points peninsula.

The Dock Program has been monitoring locations which are significantly affected during drought years. One area in particular is Jennings Cove and the Jennings Cove Multiple Slip just off of the intersection of Jennings Road and Three Points Blvd. The area is quite shallow during ordinary precipitation years which makes the site, during drought seasons, nearly unusable during the latter half of the boating season.

The change to the Dock Map would be to remove the half of the slip from the shallowest end of the slip. This area would be the four northernmost slips on Jennings. The change if approved would happen after the 2025 boating season. The four slip locations would be then moved to Beachside Access. Beachside Access would then change from a single dock site to become a four-boat multiple slip. The details of the move are explained in information included in this memo.

The change to the Dock Map Addendum would remove the four sites below:

Rec #	Abutt / Non	Land Type	Commons Name	Site #	Quad Name	Quad #	Abutting Address	Misc. Information
11	n	D	Jennings/Dove	0429 3E	TP	1	1649 Dove Lane	More shallow than most
12	n	D	Jennings/Dove	0429 3F	TP	1	1649 Dove Lane	More shallow than most
13	n	D	Jennings/Dove	0429 3G	TP	1	1649 Dove Lane	More shallow than most
14	n	D	Jennings/Dove	0429 3H	TP	1	1649 Dove Lane	More shallow than most

The Beachside Access site as it exists:

Rec #	Abutt / Non	Land Type	Commons Name	Site #	Quad Name	Quad #	Abutting Address	Misc. Information
48	n	D	Beachside N	12290	TP	1	2006 Shorewood Lane	

The Beachside Access site would become a four-boat multiple slip site in 2026

Rec #	Abutt / Non	Land Type	Commons Name	Site #	Quad Name	Quad #	Abutting Address	Misc. Information
44	n	D	Beachside N	12290 A	TP	1	2006 Shorewood Lane	
45	n	D	Beachside N	12290 B	TP	1	2006 Shorewood Lane	
46	n	D	Beachside N	12290 C	TP	1	2006 Shorewood Lane	
47	n	D	Beachside N	12290 D	TP	1	2006 Shorewood Lane	

Staff is seeking City Council approval of the Dock Map Addendum as it pertains to the Jennings Cove Multiple Slip and Beachside Access sites.



## MEMORANDUM

Date: March 20, 2025  
To: Docks and Commons Commission  
From: Kevin Kelly, Administrative Services Coordinator/City Clerk  
Subject: Jennings Cove Slip - Move of Northern Half to Beachside

---

Staff and Commission discussed at the January DCC Meeting that there would be research on the cost to the move the northern four slips of the Jennings Cove Multiple Slip to Beachside Access. A quote for \$2,200.00 was received from Splash Docks to do this work.

Splash Docks would remove the entire slip complex from Jennings Cove and reconfigure the Jennings site to be a four-boat multiple slip similar to the Idlewood Multiple Slip which was installed in 2021.

The remaining dock material not used for the reconfigured Jennings slip will be placed on the shoreline. This material will be moved by the City Parks Crew to Beachside. The material will then be used as a straight, four-boat multiple slip, installed for the 2026 boating season.

If approved by the DCC, all of the Jennings slip license holders and the Beachside dock licensee would be notified of the move which would occur after the boating season. All Jennings Slip holders will be offered the opportunity to move to the Beachside Slip based on seniority order. The dock licensee will also be offered a spot on the slip if they choose to remain on the site. They can also take an open dock site in 2026.

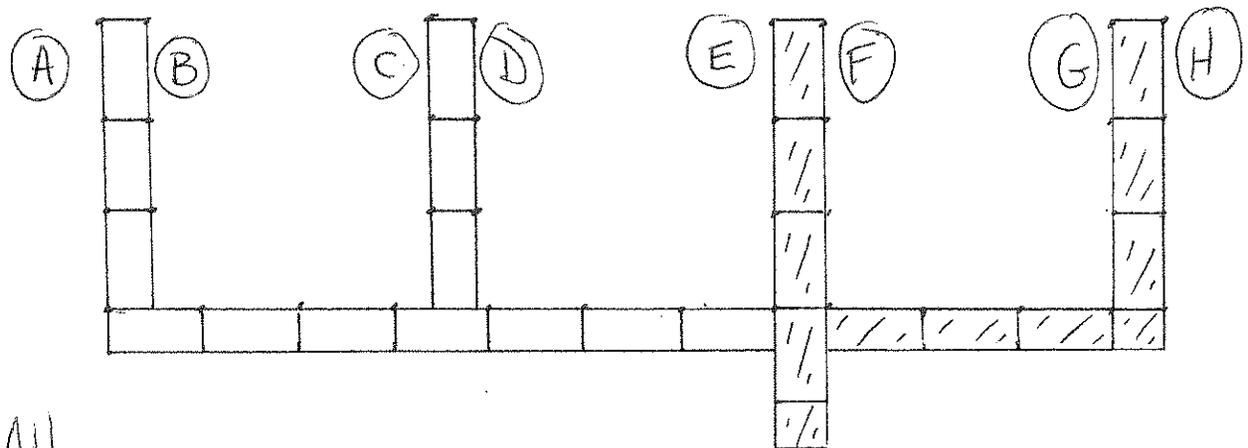
The City Council will have the opportunity to weigh in on the change to the Dock Map Addendum prior to the removal of the multiple slip.

Staff is seeking a motion for:

The approval of the move of the northern half (four slips) of the Jennings Multiple slip to the Beachside Access site and to reconfigure the remaining four-boat multiple slip.

If the DCC does not entertain or votes down the motion, the Jennings Cove site and the Beachside Access will remain as it currently arranged in the Dock Map Addendum.

City of Mound  
"Jennings Cove"



Slip Size - All  
22' x 10'

- Shore -



Remove

Canary Park

Dove Ln

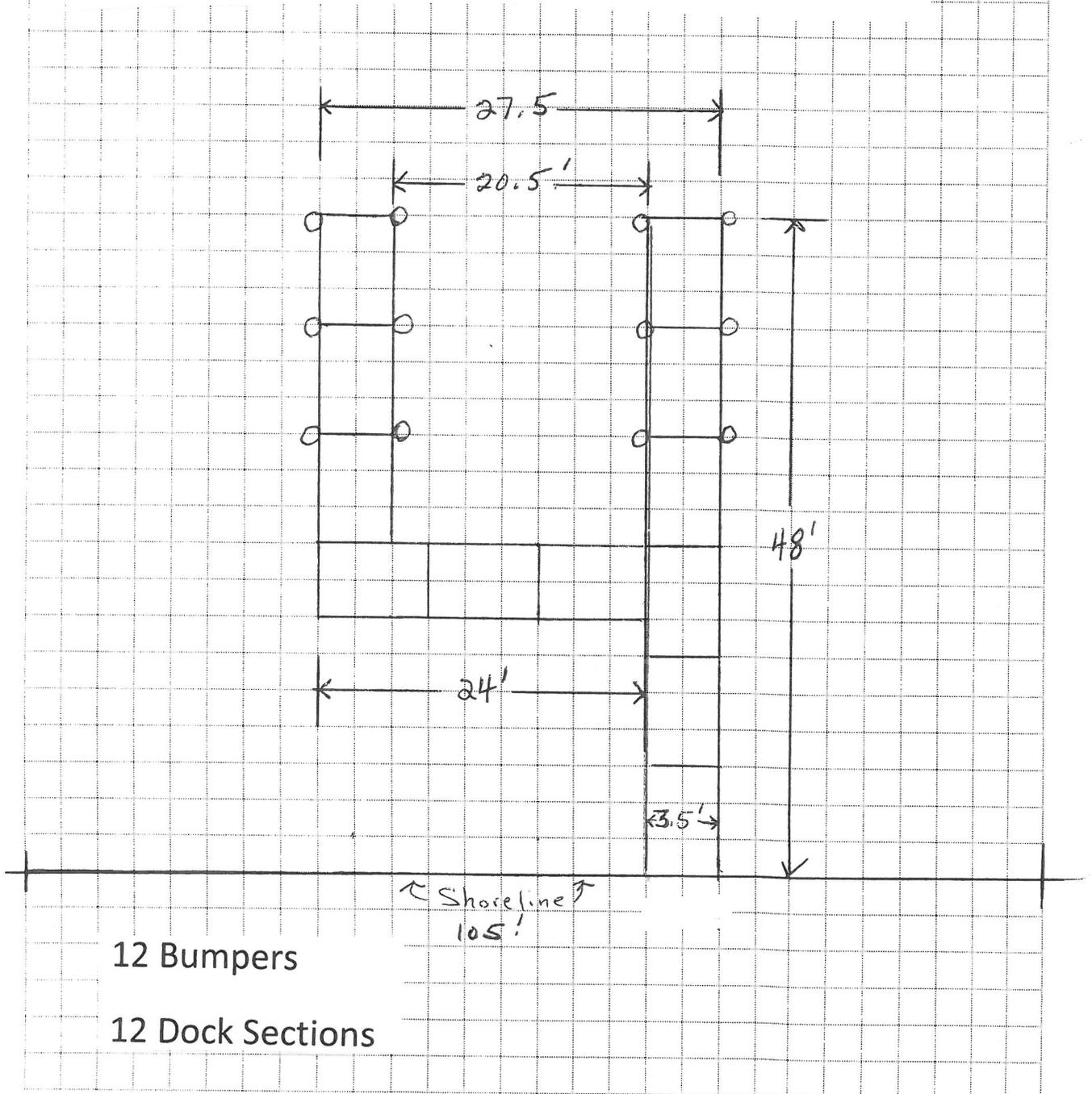
Canary Park

Jennings Rd

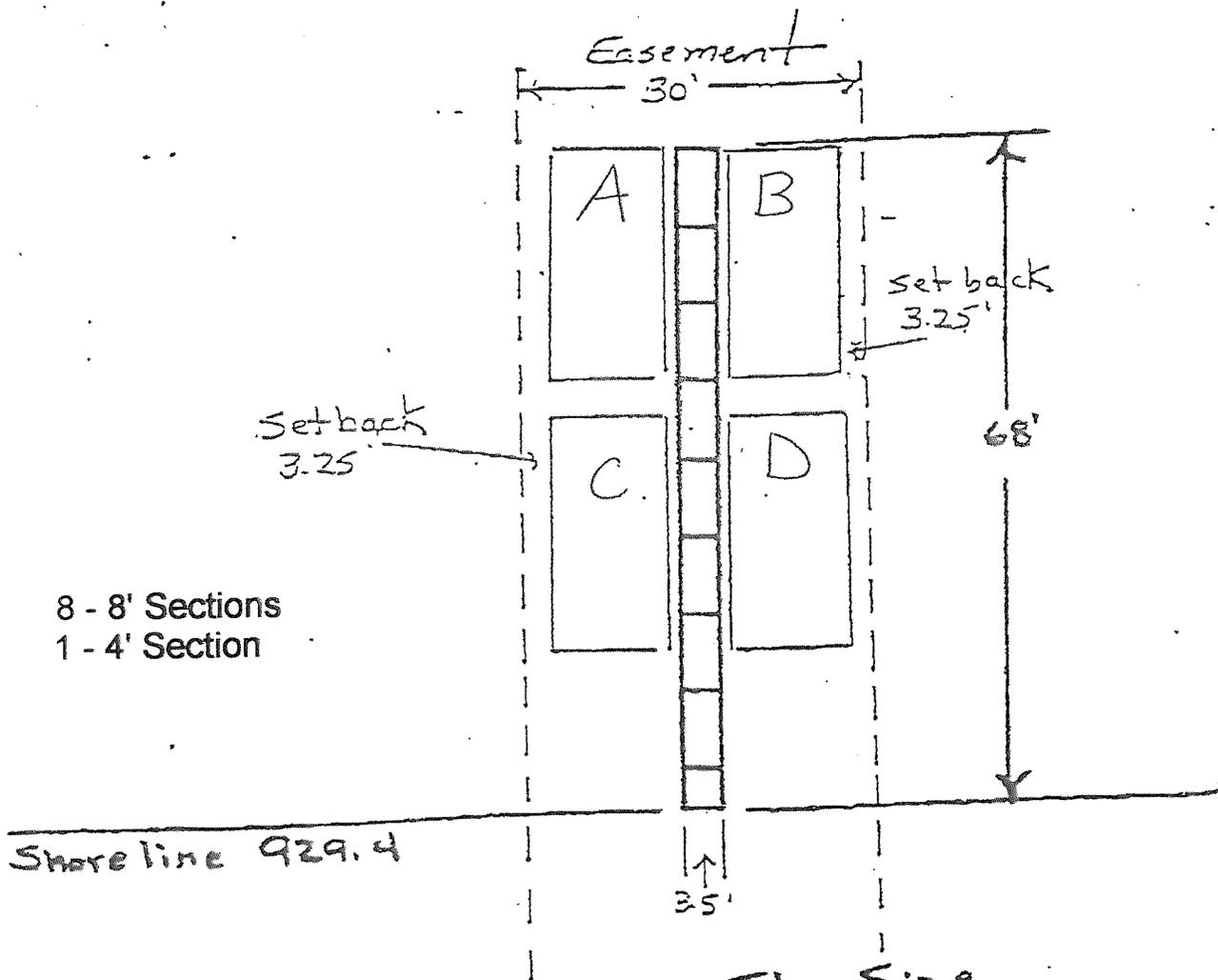
Dove Ln

1186

# Proposed Idlewood Multiple Slip



### EXHIBIT 3 TO SETTLEMENT AGREEMENT



8 - 8' Sections  
 1 - 4' Section

### Locations

### Slip Size

10' x 24'

- Bluebird Ln nearest address - 1543 Bluebird
- Eagle Ln nearest address - 1566 Eagle
- Finch Ln nearest address - 1576 Finch

Splash Docks LLC  
 1040 Trebbiano Ln N  
 Watertown, MN 55388

# Estimate

Date	Estimate #
3/12/2025	40

Name / Address
City of Mound Kevin Kelly 2415 Wilshire Blvd Mound, MN 55364

Project

Description	Qty	Rate	Total
Remove 8' Dock Section	23	40.00	920.00
Remove 4' Dock Section	2	30.00	60.00
Remove Mud Plate from pipe	46	10.00	460.00
Install 8' section	12	40.00	480.00
Install 4' section	2	30.00	60.00
Install Mud Plate	24	10.00	240.00
Sales Tax		7.525%	0.00
Thank you for your business.		<b>Total</b>	\$2,220.00

## **6. 2025 Brighton Commons Rip Rap Update**

Kelly said Dock Administration is looking into improving another portion of the Brighton Commons in 2025. Kelly said he has reached out to all of the abutters along Brighton Commons north of Manchester Road who have not had their shoreline improved. Kelly said he has heard back from four of these abutters and there are two abutting property owners who have expressed positive interest in doing a cost share with the City. Kelly added those properties are the first two north of Manchester Road.

Kelly said if there are only two Brighton Commons abutters who are in on doing a cost share the Dock Program should go ahead with those properties as they are contiguous. Kelly said he will also reach out directly to the other abutting properties along the Commons to engage their interest.

Kelly said the remaining shoreline has been rated as a "2" and is in need of stabilization. Kelly added that the Manchester Road right of way has a stormwater outlet with red rock rip rap which was put in by the Metropolitan Council.

## **7. Jennings Cove Multiple Slip Location**

Kelly said the Jennings Cove location was affected by the three-year drought which made the slip hardly usable later in the boating season. Kelly said the portion of the slip that is proposed to be moved are the northernmost sections of the slip which includes slips E, F, G and H. Kelly said Beachside Access further east on Three Points would be the area for the slip to be placed.

Peterson asked if the four slips are rented out to license holders. Kelly said yes they have continuously been rented out. Kelly said he has heard back from one of the four license holders who have expressed interest in moving.

Castellano asked if slips A-D would stay. Kelly said yes.

Peterson said there are minimum wake signs out in the lake in the area of Beachside Access where the removed slips would be located.

Kelly said he spoke to the Lake Minnetonka Conservation District (LMCD) about setbacks at Beachwood and if four watercraft would be allowed. Kelly said the proposed site has two private properties on each side of Beachside Access. Kelly said he received positive feedback from the LMCD about the move. Kelly said the LMCD informed him that since the City isn't adding any watercraft to the dock program or adding more dock structures to the Dock Program it most likely would be allowed.

Kelly said the Beachside site at one time housed two dock locations. Kelly said there used to a shared dock there with a single use dock so there were three license holders using the location in the past. Kelly said there is a single straight dock with one watercraft currently at Beachside.

Hentz asked about the Lakeside site which holds a two-boat multiple slip. Kelly said Lakeside is on the opposite end of Beachside Lane on the eastern end of Three Points.

The DCC gave Kelly positive feedback to do more research on the cost to move the northern half of the Jennings Cove Multiple Slip to Beachside. Peterson said to go ahead with the investigation.

#### **8. 2024 Annual Dock Report**

Kelly presented the 2024 Annual Dock Report. Kelly said all of the 47 Lost Lake Slips were rented with 23 going to Villa owners and 24 to Mound residents. Kelly said the 10 slips on the floating boardwalk will go to Artesa residents in 2025. Kelly said he has received completed license applications and fees from Artesa staff. Kelly said it was a smooth process working with the Artesa staff. Kelly said the Mound residents who have been on the floating boardwalk have been informed of their place on the seniority list at Lost Lake and their chance to remain at Lost Lake. Kelly said Artesa will have the first right of refusal for those slips.

Kelly said the number of Boat Storage Units (BSUs) used in Dreamwood was down in 2024. Kelly said 49 of the 53 maximum allowed watercraft were used in Dreamwood. Kelly said every year there are at least two Dreamwood license holders who get their applications in on the morning of the first day applications are received.

Kelly said there was some discussion about limiting the use of watercraft a few years ago as the BSU numbers were in the 530 range. Kelly said the watercraft numbers have dropped a small amount to the 510-515 range out of 590 maximum BSU's. Kelly said there were 11 abutters who did not moor a watercraft and there were five abutters who did not put in a dock in 2024.

Kelly said 24 of the 32 Canoe/Kayak rack spaces have been rented in 2024. Kelly said the highest from the ground spots are the most difficult Canoe/Kayak Rack spot to rent out. Kelly said the rack at Twin Park had three users in 2024 which is the highest use since it was installed. Peterson asked if people know about the Canoe/Kayak Racks being available. Kelly said he will inquire about using City social media to fill the remaining spots.

Kelly shared the additional following statistics for the 2024 season:

- Six discontinued/grandfathered "secondary" shared dock sites remain
- Wait list decreased to 229 applicants in 2024 which is down 19 from 2023
- Ten wait list applicants moved off of the wait list and into the Dock Program
- There were two openings filled in Woodland Point and one in Dreamwood
- There were two wait list applicants in the Top 40 who became primary shares in the Dock Program

Kelly said Barry Blievernicht did another great job in 2024 particularly with communicating with licensees and is expected to return for 2025.

**6. Jennings Cove Multiple Slip Location**

Kelly said moving half of the Jennings Cove Multiple Slip was discussed at the January 16th DCC Meeting. Kelly said the move is needed due to Jennings Cove being shallow and droughts negatively effecting the use of the site. Kelly said the City has dredged Jennings Cove in the past but this activity has become very expensive and the City has a policy in place to not take on the dredging of the lake.

Kelly said he sought out a bid from the City Slip Installation vendor, Splash Docks, which came in at \$2,200.00. Kelly said the idea is to move the north end of the Jennings Slip to Beachside Access which is an under-utilized property further east of Jennings on Three Points.

Kelly said Splash Docks is going to remove the entire slip complex and return the southern portion as a four-boat multiple slip. Kelly said the remaining slip material will be placed on shore and will be delivered to Beachside by the City Parks Crew.

Olson asked if there would be a loss of sites. Kelly said Beachside will be a straight dock with two boats on each side.

Kelly added he has talked to the LMCD about the move. Kelly added LMCD staff felt the approval most likely would be administrative due to the number of slips in the City license not increasing.

**MOTION**, by Jensen, seconded by Hentz, to approve the acceptance of the bid from Splash Docks to move the northern half of the Jennings Cove Multiple Slip structure, sites E-H to Beachside Access, and to re-install the slip structure, sites A-D at Jennings Cove. All voted in favor. Motion carried.

**From:** [Thomas Tully](#)  
**To:** [Kevin Kelly](#)  
**Subject:** RE: City of Mound - proposed 4-Boat Multiple Slip  
**Date:** Wednesday, May 7, 2025 4:12:33 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Good Afternoon Kevin,

As discussed over the phone and in person the slips in which you inquired about at multiple site these sites can all be shifted around through a minor change application from the LMCD. All of the Mound dock program locations are essentially tied under one conforming license.

Jennings Cove Site is licensed for 8 Watercrafts, with the current location being conforming, the parcel on Hennepin county shows a setback of 10 feet but the Jennings Road would most likely also be within your DUA.

After reviewing both Lakeside and Beachside, it would seem that both of these locations essentially "lost" a few of the slips associated with them. However, this loss was not a result of a LMCD permit or license. There is no record of these locations moving slips from the sites that I can find. My best guess is that these locations are still licensed for slips and just have not been in use.

So to quickly sum up this email.

- Slips within the Mound Dock Program can be shuffled around granted they are meeting setback requirements and length restrictions through an administrative permit
- There may be slips that have unintentionally been forgotten about on some of the Sites
- The City of Mound Dock Program has additional shoreline which could be used for further addition of watercrafts

Hope this give some clarification, let me know if I need to give you more info!

Best

**Thomas Tully**

Manager of Code Enforcement | Lake Minnetonka Conservation District  
5341 Maywood Road, Suite 200 | Mound, MN 55364  
Ph 952-745-0789 | Fx 952-745-9085 | [Ttully@lmcd.org](mailto:Ttully@lmcd.org)



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[www.lmcd.org](http://www.lmcd.org)

---

**From:** Kevin Kelly <[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)>  
**Sent:** Tuesday, April 15, 2025 4:21 PM  
**To:** Thomas Tully <[ttully@lmcd.org](mailto:ttully@lmcd.org)>  
**Subject:** RE: City of Mound - proposed 4-Boat Multiple Slip

Jennings Cove prior to the 8-Boat slip held a number of individual dock sites. There were eight docks there in 2001 according to my records.

At one point Jennings Cove held a four-boat slip which was expanded to an eight-boat slip.

Beachside in 2001 held two docks which were shared by two license holders each. The current Lakeside was called Beachside South and was a four-boat multiple slip in the early 2000's.

I can put together a description of the proposal tomorrow. What are you looking for in the proposal?

---

**From:** Thomas Tully <[ttully@lmcd.org](mailto:ttully@lmcd.org)>  
**Sent:** Tuesday, April 15, 2025 3:47 PM  
**To:** Kevin Kelly <[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)>  
**Subject:** RE: City of Mound - proposed 4-Boat Multiple Slip

Kevin,

From my digging into this file, it would appear that the Dove Lane Site (Jennings Cove) which is licensed currently for 8 slips, may have been in existence at a point in which the setbacks were reduced to allow for a standard 10 feet from the lot lines as they extend from the property, which is how far it is located currently from the property lines.

The Beachside Access, looks as if at one point there was a 4 slip dock structure, however I am still digging to confirm this.

The short answer is yes, it is possible through a minor change due to your license being tied together.

However, I need to do a little more digging, it is possible that site is already allowed 4 watercrafts.

Do you have a proposal description for the two sites?

#### Thomas Tully

Manager of Code Enforcement | Lake Minnetonka Conservation District  
5341 Maywood Road, Suite 200 | Mound, MN 55364  
Ph 952-745-0789 | Fx 952-745-9085 | [Ttully@lmcd.org](mailto:Ttully@lmcd.org)



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**From:** Kevin Kelly <[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)>  
**Sent:** Tuesday, April 15, 2025 3:26 PM  
**To:** Thomas Tully <[ttully@lmcd.org](mailto:ttully@lmcd.org)>  
**Subject:** RE: City of Mound - proposed 4-Boat Multiple Slip

Beachside Access is between 1972 and 2006 Shorewood Lane and Jennings is across the street from 5114 Jennings Road.

---

**From:** Thomas Tully <[ttully@lmcd.org](mailto:ttully@lmcd.org)>  
**Sent:** Tuesday, April 15, 2025 3:22 PM  
**To:** Kevin Kelly <[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)>  
**Subject:** RE: City of Mound - proposed 4-Boat Multiple Slip

Kevin,

I have been digging around today and just wanted to quickly confirm a few things.

Beachside Access on Three Points – located next to 1972 Shorewood La?

Jennings Cove – across the street from 5114 Jennings Road?

I apologize for the lack of response, its been very busy and the mound documents are all over the place!!

**Thomas Tully**

Manager of Code Enforcement | Lake Minnetonka Conservation District  
5341 Maywood Road, Suite 200 | Mound, MN 55364  
Ph 952-745-0789 | Fx 952-745-9085 | [Ttully@lmcd.org](mailto:Ttully@lmcd.org)



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**From:** Thomas Tully  
**Sent:** Wednesday, April 2, 2025 9:31 AM  
**To:** Kevin Kelly <[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)>  
**Subject:** RE: City of Mound - proposed 4-Boat Multiple Slip

Hey Kevin,

I will take a look today!

Best

**Thomas Tully**

Manager of Code Enforcement | Lake Minnetonka Conservation District  
5341 Maywood Road, Suite 200 | Mound, MN 55364  
Ph 952-745-0789 | Fx 952-745-9085 | [Ttully@lmcd.org](mailto:Ttully@lmcd.org)



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**From:** Kevin Kelly <[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)>  
**Sent:** Friday, March 28, 2025 9:35 AM  
**To:** Thomas Tully <[ttully@lmcd.org](mailto:ttully@lmcd.org)>  
**Subject:** City of Mound - proposed 4-Boat Multiple Slip

Hi Tom – I want to get back to our discussion about the proposed move of half of the Jennings Cove slip to Beachside Access on Three Points. The Beachside Access site is an originally platted lot as are all the lots which comprise the Jennings site.

The City has received a reasonable quote for the removal of the slip. The Splash Docks quote recommends removal of all of the Jennings Slip and then placing back a four-boat multiple slip. The remaining material would be used for the Beachside site. City is looking for an early Fall date to have this work completed.

I also want to make sure the City meets setbacks at both Jennings Cove and Beachside. What are the setbacks at each site? It appears (from aerials) that the dock structure at 1972 Shorewood has encroached into the setback.

I am just looking for next steps as far as approval from the LMCD for the move before I approach the Council for approval. The Docks Commission approved the move on March 20th.

Thanks,

Kevin Kelly  
Administrative Services Coordinator/City Clerk  
City of Mound  
2415 Wilshire Boulevard | Mound, MN 55364  
952.472.0613 Direct | 952.472.0620 Fax  
[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)

City Hall hours are Monday – Friday from 8:00 a.m. – 4:30 p.m.

---

**From:** Kevin Kelly  
**Sent:** Friday, January 3, 2025 4:16 PM  
**To:** [ttully@lmcd.org](mailto:ttully@lmcd.org)  
**Subject:** City of Mound - proposed 4-Boat Multiple Slip

Hi Tom – I am looking to move ½ of the City slip on Jennings Cove (1649 Dove Lane) to a location further down Three Points at Beachside Access (2006 Shorewood Lane).

I have attached two diagrams of slips which the City would like to move to the Beachside. Beachside is only 60' wide. Just wondering what the possibilities are for the site. I believe this access was included in the original plat of the Shadywood Point neighborhood. Still looking for the plat map.



I have a Docks Commission Meeting coming up on January 16 which I would like to discuss with the Commission.

Thanks,

Kevin Kelly  
Administrative Services Coordinator/City Clerk  
City of Mound  
2415 Wilshire Boulevard | Mound, MN 55364  
952.472.0613 Direct | 952.472.0620 Fax  
[kevinkelly@cityofmound.com](mailto:kevinkelly@cityofmound.com)

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# Orono Police Department

## Crime Summary Report

Cities: MOUND

Date Range: 4/1/2025 12:00:01 AM - 4/30/2026 11:59:59 PM

<b>Crime Category: Aggravated Assault</b>	<b>1</b>
609.222.1 Assault-2nd Degree-Dangerous Weapon	1
<b>Crime Category: All Other Larceny</b>	<b>1</b>
609.52.2(a)(1) Theft-Take/Use/Transfer Movable Prop-No Consent	1
<b>Crime Category: All Other Offenses</b>	<b>3</b>
14-4 (Mound)Animals at Large-No person shall permit any animal to be at large	1
342.09.1(b)(1) Cannabis - Use, possess, or transport cannabis or hemp products under 21 years of age	1
609.748.6(a) Harassment; Restraining Order - Violate Restraining Order	1
<b>Crime Category: Burglary/Breaking &amp; Entering</b>	<b>2</b>
609.582.1(a) Burglary-1st Deg-Dwelling-Occupied-Non-Accomplice Present	1
609.582.2(b) Burglary-2nd Deg-Govt, Religious, Historic or School Building-w/out Consent and Commits Crime	1
<b>Crime Category: Counterfeiting/Forgery</b>	<b>1</b>
609.631.2(1) Check Forgery-Make or Alter a Check	1
<b>Crime Category: Credit Card/Automated Teller Machine Fraud</b>	<b>1</b>
609.821.2(2) Financial Transaction Card Fraud-Use Forged	1
<b>Crime Category: Driving Under the Influence</b>	<b>7</b>
169A.20.1(1) Traffic - DWI - Operate Motor Vehicle Under Influence of Alcohol	2
169A.20.1(5) Traffic - DWI - Operate Motor Vehicle - Alcohol Concentration 0.08 Within 2 Hours	1
169A.20.2(1) Traffic - DWI - Refuse to submit to chemical test; Breath or test refusal or failure	1
169A.25.1(a) Traffic - DWI - Second-Degree Driving While Impaired; 2 or more Aggravating Factors	1
169A.26.1(b) Traffic - DWI - Third-Degree Driving While Impaired; Refuse to submit to chemical test	1
169A.27.1 DWI - Fourth-Degree Driving While Impaired; Described	1
<b>Crime Category: Drug/Narcotic Violations</b>	<b>1</b>
152.025.2(1) Drugs - 5th Degree - Possess Schedule 1,2,3,4 or paraphernalia residual - Not cannabis/hemp	1

<b>Crime Category: False Pretenses/Swindle/Confidence Game</b>		<b>1</b>
609.52.2(a)(4) Theft-By Swindle		1
<b>Crime Category: Intimidation (Assault)</b>		<b>2</b>
609.224.1(1) Assault-5th Degree-Fear of Bodily Harm or Death		1
609.713.1 Threats of Violence - Reckless Disregard Risk		1
<b>Crime Category: Non-Reportable</b>		<b>116</b>
169.475.2(a)(2)(iii) Wireless Communications Device - Access video content, images, games, software applications		1
169.791.3 Traffic Regulation - Driver Who Is Not Owner Must Later Produce Proof of Insurance If Required		1
171.09.1(g) Drivers' Licenses-Driving restrictions-Drive/operate/control motor vehicle w/o ignition interlock.		1
171.24.2 Traffic-Drivers License-Driving After Revocation		1
ACPD ACC-MOTOR VEHICLE PROPERTY DAMAGE		4
ACPDHR ACC-MOTOR VEH PROPERTY DAMAGE-HIT & RUN		1
ACPIM ACC-VEHICLE PERSONAL INJURY-MOTORCYCLE		2
ADBK ADMIN BACKGROUND		2
ANAL ANIMAL AT LARGE		5
ANBARK ANIMAL DOG BARKING		1
ANBIT ANIMAL BITE		3
ANCOMP ANIMAL COMPLAINT/OTHER		6
ANDEAD ANIMAL DEAD		1
DISDOM DISTURB DOMESTIC		3
DISHAR DISTURB HARASSMENT		3
DISNEI DISTURB NEIGHBORHOOD		5
DISNOI DISTURB NOISE COMPLAINT		2
DISTHR DISTURB THREAT		1
DISUNW DISTURB UNWANTED PERSON		1
DREVAL DRIVER EVALUATION		1
FIREMUT FIRE MUTUAL AID		1
FOBI FOUND BICYCLE		1
FOPR FOUND PROPERTY		1
JUVPROB JUV-CHILD PROBLEM		2
MED MEDICAL		6
MEDCR MEDICAL CRISIS		2
MEDMH MEDICAL MENTAL HEALTH		9
MEDOD MEDICAL-OVERDOSE		1
MIS911 MISC FALSE 911 CALL		1
MISCIV MISC PUBLIC CIVIL MATTER		4

MISDEA MISC OFCR ILLNESS/DEATH NOTICE	1
MISDMG MISC OFCR DAMAGE TO SQUAD	1
MISINE MISC OFCR INEBRIATES	1
MISINFO MISC OFCR INFORMATION	8
MISINFOID MISC OFCR INFO ID THEFT-TRANS CARD FRAUD	1
MISLOC MISC OFCR VEHICLE LOCKOUT	3
MISPRED MISC PUBLIC PREDATORY OFFENDER REGISTER	1
MISPROP MISC PROPERTY FOR SAFEKEEPING	1
MISSCAM MISC OFCR SCAM/SWINDLE	1
MISTRES MISC OFCR TRESPASS NOTICE SERVED	1
MISVFOR MISC OFCR VEHICLE FORFEITURE	1
MISVUL MISC PUBLIC VULNERABLE ADULT	4
MISWA MISC OFCR WARRANT ARREST	2
MISWEL MISC OFCR WELFARE CHECK	9
MISWRN MISC OFCR WARNING TICKET	1
ORD ORD LOCAL ORDINANCE VIOLATIONS	1
ORDOTH ORD ALL OTHER CITY ORD VIOLS	1
SUSACT SUSPICIOUS ACTIVITY	3
SUSPER SUSPICIOUS PERSON	1
SUSVEH SUSPICIOUS VEHICLE	1

<b>Crime Category: Simple Assault</b>	<b>1</b>
609.2242.2 Domestic Assault-GM-Subsequent Violation	1

<b>Crime Category: Theft From Building</b>	<b>1</b>
609.52.2(a)(1) Theft-Take/Use/Transfer Movable Prop-No Consent	1

**Total All Categories: 138**

# Orono Police Department Activity Report - Public

(If Juvenile involved, no address provided)

Cities: MOUND

Date Range: 4/1/2025 12:00:01 AM - 4/30/2025 11:59:59 PM

<b>Case:</b> OR25002420	<b>Reported:</b> 4/1/2025 10:38:46 AM	<b>Address:</b> 8140 HAWTHORNE RD	MOUND
<i>Offense:</i> MISLOC MISC OFCR VEHICLE LOCKOUT			
<b>Case:</b> OR25002422	<b>Reported:</b> 4/1/2025 8:04:00 AM	<b>Address:</b> 2201 CENTERVIEW LN	MOUND
<i>Offense:</i> MISWEL MISC OFCR WELFARE CHECK			
<b>Case:</b> OR25002431	<b>Reported:</b> 4/1/2025 6:31:28 PM	<b>Address:</b> 4753 KILDARE RD	MOUND
<i>Offense:</i> MED MEDICAL			
<b>Case:</b> OR25002432	<b>Reported:</b> 4/1/2025 6:57:18 PM	<b>Address:</b> 5749 GRANDVIEW BLVD	MOUND
<i>Offense:</i> ANCOMP ANIMAL COMPLAINT/OTHER			
<b>Case:</b> OR25002433	<b>Reported:</b> 4/1/2025 7:58:37 PM	<b>Address:</b> 2415 WILSHIRE BLVD	MOUND
<i>Offense:</i> ANCOMP ANIMAL COMPLAINT/OTHER			
<b>Case:</b> OR25002447	<b>Reported:</b> 4/2/2025 9:42:38 AM	<b>Address:</b> BIRCH LN & LYNWOOD BLVD	MOUND
<i>Offense:</i> MEDMH MEDICAL MENTAL HEALTH			
<b>Case:</b> OR25002449	<b>Reported:</b> 4/2/2025 11:35:01 AM	<b>Address:</b> 1881 COMMERCE BLVD	MOUND
<i>Offense:</i> MEDMH MEDICAL MENTAL HEALTH			
<i>Offense:</i> MISTRES MISC OFCR TRESPASS NOTICE SERVED			
<b>Case:</b> OR25002455	<b>Reported:</b> 4/2/2025 2:01:01 PM	<b>Address:</b> 5804 SUNSET RD	MOUND
<i>Offense:</i> ANBIT ANIMAL BITE			
<b>Case:</b> OR25002458	<b>Reported:</b> 4/2/2025 2:23:25 PM	<b>Address:</b> 2591 COMMERCE BLVD	MOUND
<i>Offense:</i> 169A.20.1(1) Traffic - DWI - Operate Motor Vehicle Under Influence of Alcohol			
<i>Offense:</i> 169A.20.2(1) Traffic - DWI - Refuse to submit to chemical test; Breath or test refusal or failure			
<i>Offense:</i> 169A.26.1(b) Traffic - DWI - Third-Degree Driving While Impaired; Refuse to submit to chemical test			
<b>Case:</b> OR25002459	<b>Reported:</b> 4/2/2025 2:34:58 PM	<b>Address:</b> 2141 COMMERCE BLVD	MOUND
<i>Offense:</i> 609.821.2(2) Financial Transaction Card Fraud-Use Forged			
<b>Case:</b> OR25002466	<b>Reported:</b> 4/2/2025 10:34:04 PM	<b>Address:</b> 2780 GROVE LN	MOUND
<i>Offense:</i> MED MEDICAL			
<b>Case:</b> OR25002467	<b>Reported:</b> 4/3/2025 12:17:26 AM	<b>Address:</b> WILSHIRE BLVD/LAKEWOOD LN	MOUND
<i>Offense:</i> 152.025.2(1) Drugs - 5th Degree - Possess Schedule 1,2,3,4 or paraphernalia residual - Not cannabis/hemp			
<i>Offense:</i> MISWA MISC OFCR WARRANT ARREST			
<b>Case:</b> OR25002468	<b>Reported:</b> 4/3/2025 1:13:21 AM	<b>Address:</b> 5418 SHORELINE DR	MOUND
<i>Offense:</i> 169A.27.1 DWI - Fourth-Degree Driving While Impaired; Described			
<i>Offense:</i> ACPD ACC-MOTOR VEHICLE PROPERTY DAMAGE			

<b>Case:</b> OR25002471	<b>Reported:</b> 4/3/2025 7:52:11 AM	<b>Address:</b>	MOUND
<i>Offense:</i> MISVUL MISC PUBLIC VULNERABLE ADULT			
<b>Case:</b> OR25002472	<b>Reported:</b> 4/3/2025 8:41:14 AM	<b>Address:</b>	MOUND
<i>Offense:</i> MISVUL MISC PUBLIC VULNERABLE ADULT			
<b>Case:</b> OR25002475	<b>Reported:</b> 4/3/2025 9:03:34 AM	<b>Address:</b>	MOUND
<i>Offense:</i> MISVUL MISC PUBLIC VULNERABLE ADULT			
<b>Case:</b> OR25002486	<b>Reported:</b> 4/3/2025 7:07:01 PM	<b>Address:</b> 1861 COMMERCE BLVD	MOUND
<i>Offense:</i> MIS911 MISC FALSE 911 CALL			
<b>Case:</b> OR25002495	<b>Reported:</b> 4/4/2025 6:43:47 AM	<b>Address:</b> 4861 BRUNSWICK RD	MOUND
<i>Offense:</i> MISWEL MISC OFCR WELFARE CHECK			
<b>Case:</b> OR25002497	<b>Reported:</b> 4/4/2025 7:42:10 AM	<b>Address:</b> 6068 CHERRYWOOD RD	MOUND
<i>Offense:</i> MISWEL MISC OFCR WELFARE CHECK			
<b>Case:</b> OR25002498	<b>Reported:</b> 4/1/2025 8:04:00 AM	<b>Address:</b> 2201 CENTERVIEW LANE	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25002499	<b>Reported:</b> 4/4/2025 8:18:02 AM	<b>Address:</b> 5525 CHURCH RD	MOUND
<i>Offense:</i> 609.631.2(1) Check Forgery-Make or Alter a Check			
<b>Case:</b> OR25002538	<b>Reported:</b> 4/5/2025 2:26:00 PM	<b>Address:</b> 5805 BEACHWOOD RD	MOUND
<i>Offense:</i> MISLOC MISC OFCR VEHICLE LOCKOUT			
<b>Case:</b> OR25002540	<b>Reported:</b> 4/5/2025 2:58:00 PM	<b>Address:</b> 5420 THREE POINTS BLVD	MOUND
<i>Offense:</i> MISSCAM MISC OFCR SCAM/SWINDLE			
<b>Case:</b> OR25002553	<b>Reported:</b> 4/5/2025 5:51:42 PM	<b>Address:</b> 2544 COMMERCE BLVD	MOUND
<i>Offense:</i> ACPD ACC-MOTOR VEHICLE PROPERTY DAMAGE			
<i>Offense:</i> DREVAL DRIVER EVALUATION			
<b>Case:</b> OR25002575	<b>Reported:</b> 4/6/2025 11:50:27 AM	<b>Address:</b> 2131 COMMERCE BLVD	MOUND
<i>Offense:</i> MISINFOID MISC OFCR INFO ID THEFT-TRANS CARD FRAUD			
<b>Case:</b> OR25002582	<b>Reported:</b> 4/6/2025 4:07:33 PM	<b>Address:</b> 4988 NORTHERN RD	MOUND
<i>Offense:</i> ANCOMP ANIMAL COMPLAINT/OTHER			
<b>Case:</b> OR25002589	<b>Reported:</b> 4/6/2025 11:01:28 PM	<b>Address:</b> DORCHESTER RD & TUXEDO BLVD	MOUND
<i>Offense:</i> DISHAR DISTURB HARASSMENT			
<b>Case:</b> OR25002611	<b>Reported:</b> 4/7/2025 10:24:32 AM	<b>Address:</b> 1643 HERON LN	MOUND
<i>Offense:</i> ANBARK ANIMAL DOG BARKING			
<b>Case:</b> OR25002620	<b>Reported:</b> 4/7/2025 4:48:31 PM	<b>Address:</b> 4646 ISLAND VIEW DR	MOUND
<i>Offense:</i> DISNEI DISTURB NEIGHBORHOOD			
<b>Case:</b> OR25002626	<b>Reported:</b> 4/7/2025 8:17:19 PM	<b>Address:</b> 4445 RADNOR RD	MOUND
<i>Offense:</i> ACPD ACC-MOTOR VEHICLE PROPERTY DAMAGE			
<b>Case:</b> OR25002630	<b>Reported:</b> 4/7/2025 11:35:18 PM	<b>Address:</b> 2118 BALSAM RD	MOUND
<i>Offense:</i> MEDCR MEDICAL CRISIS			

<b>Case:</b> OR25002654	<b>Reported:</b> 4/8/2025 5:22:11 PM	<b>Address:</b> 250 [REDACTED]	MOUND
<i>Offense:</i> JUVPROB JUV-CHILD PROBLEM			
<b>Case:</b> OR25002674	<b>Reported:</b> 4/9/2025 10:00:23 AM	<b>Address:</b> 6301 RAMBLER LN	MOUND
<i>Offense:</i> MISFRA MISC OFCR FRAUD			
<b>Case:</b> OR25002677	<b>Reported:</b> 4/9/2025 12:27:52 PM	<b>Address:</b> 6087 ASPEN RD	MOUND
<i>Offense:</i> 14-4 (Mound)Animals at Large-No person shall permit any animal to be at large			
<i>Offense:</i> ANBIT ANIMAL BITE			
<b>Case:</b> OR25002678	<b>Reported:</b> 4/9/2025 12:41:09 PM	<b>Address:</b> 2350 CYPRESS LN	MOUND
<i>Offense:</i> MISCIV MISC PUBLIC CIVIL MATTER			
<b>Case:</b> OR25002688	<b>Reported:</b> 4/9/2025 4:45:07 PM	<b>Address:</b> 5100 EDGEWATER DR	MOUND
<i>Offense:</i> ANAL ANIMAL AT LARGE			
<b>Case:</b> OR25002691	<b>Reported:</b> 4/9/2025 5:40:45 PM	<b>Address:</b> 2009 COMMERCE BLVD	MOUND
<i>Offense:</i> MEDMH MEDICAL MENTAL HEALTH			
<b>Case:</b> OR25002694	<b>Reported:</b> 4/9/2025 7:34:59 PM	<b>Address:</b> 4983 THREE POINTS BLVD	MOUND
<i>Offense:</i> ANAL ANIMAL AT LARGE			
<b>Case:</b> OR25002695	<b>Reported:</b> 4/9/2025 7:53:25 PM	<b>Address:</b> CENTERVIEW BEACH	MOUND
<i>Offense:</i> ANCOMP ANIMAL COMPLAINT/OTHER			
<b>Case:</b> OR25002697	<b>Reported:</b> 4/9/2025 8:11:11 PM	<b>Address:</b> 5361 BAYWOOD SHORES DR	MOUND
<i>Offense:</i> ANDEAD ANIMAL DEAD			
<b>Case:</b> OR25002698	<b>Reported:</b> 4/9/2025 8:19:13 PM	<b>Address:</b> 2871 PHEASANT CIR	MOUND
<i>Offense:</i> ANCOMP ANIMAL COMPLAINT/OTHER			
<b>Case:</b> OR25002699	<b>Reported:</b> 4/9/2025 9:18:30 PM	<b>Address:</b> 2615 COMMERCE BLVD	MOUND
<i>Offense:</i> FIREMUT FIRE MUTUAL AID			
<b>Case:</b> OR25002729	<b>Reported:</b> 4/10/2025 3:16:48 PM	<b>Address:</b> 2009 COMMERCE BLVD	MOUND
<i>Offense:</i> MISLOC MISC OFCR VEHICLE LOCKOUT			
<b>Case:</b> OR25002757	<b>Reported:</b> 4/11/2025 10:00:00 AM	<b>Address:</b> 2 [REDACTED]	MOUND
<i>Offense:</i> MEDMH MEDICAL MENTAL HEALTH			
<b>Case:</b> OR25002760	<b>Reported:</b> 4/11/2025 12:29:55 PM	<b>Address:</b> 2443 COMMERCE BLVD	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25002763	<b>Reported:</b> 4/11/2025 2:29:27 PM	<b>Address:</b> 2415 WILSHIRE BLVD	MOUND
<i>Offense:</i> ADBK ADMIN BACKGROUND			
<b>Case:</b> OR25002775	<b>Reported:</b> 4/11/2025 9:49:53 PM	<b>Address:</b> 2009 COMMERCE BLVD	MOUND
<i>Offense:</i> MEDMH MEDICAL MENTAL HEALTH			
<b>Case:</b> OR25002791	<b>Reported:</b> 4/12/2025 4:38:11 PM	<b>Address:</b> 4613 HANOVER RD	MOUND
<i>Offense:</i> 609.748.6(a) Harassment; Restraining Order - Violate Restraining Order			
<b>Case:</b> OR25002799	<b>Reported:</b> 4/12/2025 8:31:13 PM	<b>Address:</b>	MOUND
<i>Offense:</i> 609.582.2(b) Burglary-2nd Deg-Govt, Religious, Historic or School Building-w/out Consent and Commits Crime			

<b>Case:</b> OR25002803	<b>Reported:</b> 4/12/2025 9:13:39 PM	<b>Address:</b>	MOUND
<i>Offense:</i> 609.582.1(a) Burglary-1st Deg-Dwelling-Occupied-Non-Accomplice Present			
<b>Case:</b> OR25002836	<b>Reported:</b> 4/13/2025 1:27:11 PM	<b>Address:</b> 2009 COMMERCE BLVD	MOUND
<i>Offense:</i> MEDMH MEDICAL MENTAL HEALTH			
<b>Case:</b> OR25002840	<b>Reported:</b> 4/13/2025 3:09:21 PM	<b>Address:</b>	MOUND
<i>Offense:</i> 609.222.1 Assault-2nd Degree-Dangerous Weapon			
<i>Offense:</i> 609.224.1(1) Assault-5th Degree-Fear of Bodily Harm or Death			
<b>Case:</b> OR25002849	<b>Reported:</b> 4/14/2025 9:30:01 AM	<b>Address:</b> 4708 HANOVER ROAD	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25002852	<b>Reported:</b> 4/14/2025 2:32:12 PM	<b>Address:</b> 2450 WILSHIRE BLVD	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25002865	<b>Reported:</b> 4/14/2025 11:18:27 PM	<b>Address:</b> 2009 COMMERCE BLVD	MOUND
<i>Offense:</i> DISNOI DISTURB NOISE COMPLAINT			
<b>Case:</b> OR25002886	<b>Reported:</b> 4/15/2025 4:29:38 PM	<b>Address:</b> 5730 VILLAGE TRL	MOUND
<i>Offense:</i> 609.52.2(a)(4) Theft-By Swindle			
<b>Case:</b> OR25002892	<b>Reported:</b> 4/15/2025 6:39:48 PM	<b>Address:</b> 4968 AFTON RD	MOUND
<i>Offense:</i> DISNEI DISTURB NEIGHBORHOOD			
<b>Case:</b> OR25002945	<b>Reported:</b> 4/17/2025 12:27:00 PM	<b>Address:</b>	MOUND
<i>Offense:</i> MISVUL MISC PUBLIC VULNERABLE ADULT			
<b>Case:</b> OR25002946	<b>Reported:</b> 4/17/2025 2:46:30 PM	<b>Address:</b> 4317 WILSHIRE BLVD	MOUND
<i>Offense:</i> ACPIM ACC-VEHICLE PERSONAL INJURY-MOTORCYCLE			
<b>Case:</b> OR25002998	<b>Reported:</b> 4/19/2025 4:48:20 PM	<b>Address:</b> 3153 DONALD DR	MOUND
<i>Offense:</i> ANBIT ANIMAL BITE			
<b>Case:</b> OR25002999	<b>Reported:</b> 4/19/2025 5:30:00 PM	<b>Address:</b> 1881 COMMERCE BLVD	MOUND
<i>Offense:</i> FOBI FOUND BICYCLE			
<b>Case:</b> OR25003003	<b>Reported:</b> 4/19/2025 7:04:15 PM	<b>Address:</b> 4990 BRIGHTON BLVD	MOUND
<i>Offense:</i> ACPIM ACC-VEHICLE PERSONAL INJURY-MOTORCYCLE			
<b>Case:</b> OR25003005	<b>Reported:</b> 4/19/2025 7:19:32 PM	<b>Address:</b> 5080 WOODRIDGE RD	MOUND
<i>Offense:</i> DISDOM DISTURB DOMESTIC			
<b>Case:</b> OR25003006	<b>Reported:</b> 4/19/2025 9:12:28 PM	<b>Address:</b> 2118 BALSAM RD	MOUND
<i>Offense:</i> 609.52.2(a)(1) Theft-Take/Use/Transfer Movable Prop-No Consent			
<b>Case:</b> OR25003020	<b>Reported:</b> 4/20/2025 2:59:12 PM	<b>Address:</b> GRANDVIEW BLVD & COMMERCE BLVD	MOUND
<i>Offense:</i> 169.475.2(a)(2)(iii) Wireless Communications Device - Access video content, images, games, software applications			
<i>Offense:</i> 171.24.2 Traffic-Drivers License-Driving After Revocation			
<b>Case:</b> OR25003021	<b>Reported:</b> 4/20/2025 5:35:41 PM	<b>Address:</b> 4730 HANOVER RD	MOUND
<i>Offense:</i> MISCIV MISC PUBLIC CIVIL MATTER			

<b>Case:</b> OR25003032	<b>Reported:</b> 4/21/2025 11:32:28 AM	<b>Address:</b> 5515 SHORELINE DR	MOUND
<i>Offense:</i> MED MEDICAL			
<b>Case:</b> OR25003035	<b>Reported:</b> 4/21/2025 2:12:30 PM	<b>Address:</b> 2443 COMMERCE BLVD	MOUND
<i>Offense:</i> MEDOD MEDICAL-OVERDOSE			
<b>Case:</b> OR25003043	<b>Reported:</b> 4/21/2025 4:49:23 PM	<b>Address:</b> 4646 ISLAND VIEW DR	MOUND
<i>Offense:</i> MISCIV MISC PUBLIC CIVIL MATTER			
<b>Case:</b> OR25003044	<b>Reported:</b> 4/21/2025 5:28:52 PM	<b>Address:</b> 2009 COMMERCE BLVD	MOUND
<i>Offense:</i> 609.713.1 Threats of Violence - Reckless Disregard Risk			
<b>Case:</b> OR25003050	<b>Reported:</b> 4/21/2025 8:06:39 PM	<b>Address:</b> 4613 HANOVER RD	MOUND
<i>Offense:</i> DISNEI DISTURB NEIGHBORHOOD			
<b>Case:</b> OR25003059	<b>Reported:</b> 4/22/2025 7:56:01 AM	<b>Address:</b> WOODLAND RD & EAGLE LN	MOUND
<i>Offense:</i> ORD ORD LOCAL ORDINANCE VIOLATIONS			
<b>Case:</b> OR25003065	<b>Reported:</b> 4/22/2025 8:48:40 AM	<b>Address:</b> 1881 COMMERCE BLVD	MOUND
<i>Offense:</i> MEDCR MEDICAL CRISIS			
<b>Case:</b> OR25003076	<b>Reported:</b> 4/22/2025 12:20:11 PM	<b>Address:</b> WILSHIRE BLVD & BARTLETT BLVD	MOUND
<i>Offense:</i> FOPR FOUND PROPERTY			
<b>Case:</b> OR25003082	<b>Reported:</b> 4/22/2025 3:03:39 PM	<b>Address:</b> 1731 SUMACH LN	MOUND
<i>Offense:</i> 609.52.2(a)(1) Theft-Take/Use/Transfer Movable Prop-No Consent			
<b>Case:</b> OR25003085	<b>Reported:</b> 4/21/2025 2:00:00 PM	<b>Address:</b>	MOUND
<i>Offense:</i> MISPREM MISC PUBLIC PREDATORY OFFENDER REGISTER			
<b>Case:</b> OR25003097	<b>Reported:</b> 4/23/2025 8:39:05 AM	<b>Address:</b> 6136 EVERGREEN RD	MOUND
<i>Offense:</i> SUSVEH SUSPICIOUS VEHICLE			
<b>Case:</b> OR25003101	<b>Reported:</b> 4/23/2025 9:59:49 AM	<b>Address:</b> 2415 WILSHIRE BLVD	MOUND
<i>Offense:</i> ADBK ADMIN BACKGROUND			
<b>Case:</b> OR25003108	<b>Reported:</b> 4/23/2025 12:37:34 PM	<b>Address:</b> 2365 COMMERCE BLVD	MOUND
<i>Offense:</i> MED MEDICAL			
<b>Case:</b> OR25003112	<b>Reported:</b> 4/23/2025 2:31:05 PM	<b>Address:</b> 4848 MONMOUTH RD	MOUND
<i>Offense:</i> MISCIV MISC PUBLIC CIVIL MATTER			
<b>Case:</b> OR25003119	<b>Reported:</b> 4/23/2025 5:36:46 PM	<b>Address:</b>	MOUND
<i>Offense:</i> 609.2242.2 Domestic Assault-GM-Subsequent Violation			
<i>Offense:</i> MISWA MISC OFCR WARRANT ARREST			
<b>Case:</b> OR25003121	<b>Reported:</b> 4/23/2025 5:28:05 PM	<b>Address:</b> 2201 LYNWOOD BLVD	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25003128	<b>Reported:</b> 4/23/2025 11:05:03 PM	<b>Address:</b> 4932 BEDFORD RD	MOUND
<i>Offense:</i> MISWEL MISC OFCR WELFARE CHECK			
<b>Case:</b> OR25003129	<b>Reported:</b> 4/24/2025 12:08:50 AM	<b>Address:</b> 2333 WILSHIRE BLVD	MOUND
<i>Offense:</i> MISWEL MISC OFCR WELFARE CHECK			

<b>Case:</b> OR25003137	<b>Reported:</b> 4/24/2025 8:05:31 AM	<b>Address:</b> 5963 IDLEWOOD ROAD	MOUND
<i>Offense:</i> MISWEL MISC OFCR WELFARE CHECK			
<b>Case:</b> OR25003138	<b>Reported:</b> 4/24/2025 8:06:27 AM	<b>Address:</b> 6107 SUGAR MILL LN	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25003139	<b>Reported:</b> 4/24/2025 9:57:57 AM	<b>Address:</b> 1656 BLUEBIRD LN	MOUND
<i>Offense:</i> ANAL ANIMAL AT LARGE			
<b>Case:</b> OR25003141	<b>Reported:</b> 4/24/2025 12:27:00 PM	<b>Address:</b>	MOUND
<i>Offense:</i> MISVUL MISC PUBLIC VULNERABLE ADULT			
<b>Case:</b> OR25003153	<b>Reported:</b> 4/24/2025 5:16:08 PM	<b>Address:</b> 4560 MANCHESTER RD	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25003173	<b>Reported:</b> 4/25/2025 10:16:34 AM	<b>Address:</b> 1669 BLUEBIRD LN	MOUND
<i>Offense:</i> ANAL ANIMAL AT LARGE			
<b>Case:</b> OR25003191	<b>Reported:</b> 4/25/2025 3:47:20 PM	<b>Address:</b> 4379 WILSHIRE BLVD	MOUND
<i>Offense:</i> ACPDHR ACC-MOTOR VEH PROPERTY DAMAGE-HIT & RUN			
<b>Case:</b> OR25003202	<b>Reported:</b> 4/25/2025 5:19:49 PM	<b>Address:</b> BARTLETT BLVD & HIGHLAND BLVD	MOUND
<i>Offense:</i> MISWRN MISC OFCR WARNING TICKET			
<b>Case:</b> OR25003209	<b>Reported:</b> 4/25/2025 7:59:35 PM	<b>Address:</b> 4700 HAMPTON RD	MOUND
<i>Offense:</i> MED MEDICAL			
<b>Case:</b> OR25003214	<b>Reported:</b> 4/25/2025 10:12:49 PM	<b>Address:</b> 2213 MILLPOND LN	MOUND
<i>Offense:</i> DISTHR DISTURB THREAT			
<b>Case:</b> OR25003218	<b>Reported:</b> 4/26/2025 12:31:18 AM	<b>Address:</b> 2144 SANDY LN	MOUND
<i>Offense:</i> MISINE MISC OFCR INEBRIATES			
<b>Case:</b> OR25003220	<b>Reported:</b> 4/26/2025 2:32:45 AM	<b>Address:</b> 4784 WILSHIRE BLVD	MOUND
<i>Offense:</i> DISDOM DISTURB DOMESTIC			
<b>Case:</b> OR25003230	<b>Reported:</b> 4/26/2025 12:27:52 PM	<b>Address:</b> 2163 DIAMOND LN	MOUND
<i>Offense:</i> MISINFO MISC OFCR INFORMATION			
<b>Case:</b> OR25003235	<b>Reported:</b> 4/26/2025 4:41:33 PM	<b>Address:</b> 5515 SHORELINE DR	MOUND
<i>Offense:</i> SUSACT SUSPICIOUS ACTIVITY			
<b>Case:</b> OR25003250	<b>Reported:</b> 4/27/2025 1:04:00 PM	<b>Address:</b> 5197 THREE POINTS BLVD	MOUND
<i>Offense:</i> ANCOMP ANIMAL COMPLAINT/OTHER			
<b>Case:</b> OR25003253	<b>Reported:</b> 4/27/2025 3:56:05 PM	<b>Address:</b> 2020 COMMERCE BLVD	MOUND
<i>Offense:</i> MISDEA MISC OFCR ILLNESS/DEATH NOTICE			
<b>Case:</b> OR25003258	<b>Reported:</b> 4/27/2025 9:33:13 PM	<b>Address:</b> 2757 ANGLESLY LN	MOUND
<i>Offense:</i> DISNOI DISTURB NOISE COMPLAINT			
<b>Case:</b> OR25003263	<b>Reported:</b> 4/28/2025 8:48:28 AM	<b>Address:</b> 2385 COMMERCE BLVD	MOUND
<i>Offense:</i> ACPD ACC-MOTOR VEHICLE PROPERTY DAMAGE			

<b>Case:</b> OR25003268	<b>Reported:</b> 4/28/2025 1:53:48 PM	<b>Address:</b> 4855 WILSHIRE BLVD	MOUND
<i>Offense:</i> SUSPER SUSPICIOUS PERSON			
<b>Case:</b> OR25003274	<b>Reported:</b> 4/28/2025 5:03:37 PM	<b>Address:</b> 6068 CHERRYWOOD RD	MOUND
<i>Offense:</i> DISDOM DISTURB DOMESTIC			
<b>Case:</b> OR25003280	<b>Reported:</b> 4/28/2025 7:52:34 PM	<b>Address:</b> [REDACTED]	MOUND
<i>Offense:</i> JUVPROB JUV-CHILD PROBLEM			
<b>Case:</b> OR25003285	<b>Reported:</b> 4/29/2025 3:59:51 AM	<b>Address:</b> 4781 ISLAND VIEW DR	MOUND
<i>Offense:</i> MEDMH MEDICAL MENTAL HEALTH			
<b>Case:</b> OR25003286	<b>Reported:</b> 4/29/2025 4:07:14 AM	<b>Address:</b> 5014 SHORELINE DR	MOUND
<i>Offense:</i> DISUNW DISTURB UNWANTED PERSON			
<b>Case:</b> OR25003312	<b>Reported:</b> 4/30/2025 11:13:25 AM	<b>Address:</b> 1732 BLUEBIRD LN	MOUND
<i>Offense:</i> MED MEDICAL			
<b>Case:</b> OR25003317	<b>Reported:</b> 4/30/2025 3:15:32 PM	<b>Address:</b> 2591 COMMERCE BLVD	MOUND
<i>Offense:</i> DISHAR DISTURB HARASSMENT			
<b>Case:</b> OR25003320	<b>Reported:</b> 4/30/2025 3:56:33 PM	<b>Address:</b> 5585 SHERWOOD DR	MOUND
<i>Offense:</i> MISPROP MISC PROPERTY FOR SAFEKEEPING			

**Total Cases: 110**



## MEMORANDUM

Date: May 7, 2025  
To: Honorable Mayor and City Council  
From: Maggie Reisdorf, Deputy City Manger  
Subject: Midco Franchise Award

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### **Background**

On March 7, 2025, Midcontinent Communications (Midco) submitted a Franchise request to the City of Mound with the intention of seeking authorization from the City of Mound to construct and operate a telecommunications system within city limits and offer services to both residential and commercial properties.

If accepted, Midco would install a fiber network throughout the City of Mound and would offer fiber internet, phone, and internet protocol television (IPTV) to Mound residents and businesses.

The City of Mound under Chapter 66: Telecommunications of its City Code regulates Cable Television Systems. As part of the City Code, the City of Mound requires a franchise to be granted to any company interested in operating a cable television system in the city. Since Midco's offerings would include providing television services, they are required to apply for and get approval of a franchise with the city.

State statute guides the franchise agreement process, including a public hearing, which is to be held at this meeting. A public hearing must be completed at least seven days before the adoption of the franchise ordinance. The public hearing was completed at the April 22, 2025, regular City Council meeting. Therefore, the earliest allowable adoption of the franchise agreement was through the ordinance approval process at this evening's May 13, 2025, City Council meeting.

### **About Midco**

Midco owns, operates and maintains more than 15,000 miles of core network fiber with a five-state area. Since 2021, the company initiated a \$500 million investment to grow and enhance their fiber network. The company has also dedicated another \$200 million in network infrastructure upgrades to enhance internet, television and competitive voice services since 2010.

Midco provides 24/7 customer support by means of phone, and other contact means via secure chat and social media.

Midco Website: [www.midco.com](http://www.midco.com)

### Neighboring Communities

Midco is currently operating and/or in the process of operating in several other neighboring communities including Maple Plain, Victoria, Minnetrista, Excelsior, Deephaven, and Orono.

### Current Franchises

The City of Mound currently has a telecommunications franchise with Frontier and Mediacom.

### Location of Facilities

Similar to the other franchises that the City of Mound has, the location of facilities will be located, constructed and maintained within the City's Right-Of-Ways (ROWs) and underground. Some equipment may be requested to be above ground and often includes items such as pedestals, amplifiers, and power supplies. A detailed ROW permit application will be submitted by the company and reviewed by the City Engineer, Public Works Department and staff prior to installation.

### Franchise Ordinance

Approval of a franchise ordinance would allow the company to construct, operate, repair and maintain a fiber optic cable system for public and private use, and the ability to use the City's public ROW. The ordinance also lists in detail the City's terms and conditions of which the company must comply.

Upon approval and to be effective, State Statute requires the approved ordinance to be published in the local designated newspaper. An ordinance summary resolution is included in the packet that would approve summary of the ordinance that would published in the newspaper.

If approved by the City Council, the applicant will be required to accept the franchise granted within thirty (30) days after adoption.

### Recommendation

Staff is recommending that the City Council consider awarding a nonexclusive franchise to Midco by approving Ordinance 3-2025.

If approved, staff is recommending approval of the attached resolution that would legally authorize the publication of Ordinance 3-2025 in summary form in the newspaper.

### Attachments

Mound-Midco Franchise Application.

Mound-Midco Franchise Ordinance 3-2025.

Resolution Authorizing Publication By Title and Summary of Ordinance 3-2025.



# **Midcontinent Communications Franchise Request for Mound**

Supplemental Background Information for Franchise Discussions



March 7, 2025

City of Mound  
c/o Jesse Dickson  
2415 Wilshire Boulevard  
Mound, MN 55364

**Re: Midco® Franchise Application**

Dear Mayor Holt:

Midcontinent Communications® (Midco) is seeking authorization from the City of Mound to construct and operate a state-of-the-art telecommunications system within city limits. Midco initiated the franchise application process for the city during our meeting on September 26<sup>th</sup>.

Our proposed fiber network build out will provide advanced technology service offerings, including fiber internet and internet protocol television (IPTV) to Mound residents and businesses.

Midco is excited about the opportunity to bring our smooth and reliable fiber network technology to all of Mound. We look forward to working cooperatively with city leadership and are happy to respond to any questions or provide any additional information the city may require.

Please reach out to me with any inquiries you may have.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew Curley'.

Andrew Curley  
Senior Director of Government Relations  
Andrew.Curley@Midco.com  
605.357.5835



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**CITY OF MOUND, MINNESOTA  
CABLE FRANCHISE**

**APPLICATION**

- (1) Plans for channel capacity, including both the total number of channels capable of being energized in the system and the number of channels to be energized immediately;

RESPONSE: Applicant uses an IPTV system. There will be approximately 350 channels initially available (some duplication between SD and HD) with an unlimited number of channel capacity.

- (2) A statement of the television and radio broadcast signals for which permission to carry has been obtained or will be requested from the Federal Communications Commission;

RESPONSE: See Response to #1 above. Applicant has no program carriage agreements with the FCC. All programming carried has either a signed carriage or retransmission consent agreement.

- (3) A description of the proposed system design and planned operations, including at least the following items:

- a. The general area for location of antennae and the head end, if known;

RESPONSE: St. Joseph, MN Headend located at 9897 328<sup>th</sup> Street, St. Joseph, Stearns County, Minnesota.

- b. The schedule for activating two-way capacity;

RESPONSE: Two-way activation, to those locations requiring it, will be activated contemporaneously with the system activation.

- c. The type of automated services to be provided;

RESPONSE: Midco hires local CX Professionals within our footprint and service area. We do not utilize outsourced vendors or offshore support. Midco provides support through various channels, including web chat, social media platforms, and SMS. Our main support channel is the IVR which is available 24x7/365, where the average wait time is under 30 seconds. We also offer a variety of self-service options through [midco.com/myaccount](http://midco.com/myaccount) and our digital and IVR channels. Each automated self-service option is designed to be used by the preference of the customer, and all have a path to a CX Professional to assist if the solution is not achieved through the self-service path.

- d. The number of channels and services to be made available for access cable broadcasting; and



RESPONSE: Applicant will provide at least three specially designated channels for use by the public, local educational authorities, and the government, consistent with the terms of the incumbent franchise agreement.

- e. a schedule of charges for facilities and staff assistance for access cable broadcasting;

RESPONSE: There is no charge for our standard customer care services including troubleshooting via the telephone, online chat, or an on-site technician, if necessary. As our video product is IPTV based and delivered via wi-fi, there is no need for cable outlets such as for traditional video receivers.

- (4) The terms and conditions under which particular service is to be provided to governmental and educational entities;

RESPONSE: Applicant is willing to provide “in-kind” services consistent with the incumbent franchise agreement which currently includes service to City Hall and the Public Safety Building.

- (5) A schedule of proposed service rates and the proposed policy regarding charges for unusual or difficult service connections;

RESPONSE: See Exhibit B for current rate card. Applicant will commit to non-standard installation definitions and construction cost-sharing consistent with the incumbent franchise agreement (e.g. drops in excess of 500 feet).

- (6) A time schedule for construction of the entire system with the time sequence for wiring the various parts of the area requested to be served in the request for proposals;

RESPONSE: Applicant will provide City staff with construction schedules throughout the construction process. A publicly available map of the construction phasing will also be made available online. Applicants current schedule calls for the bulk of construction to take place in 2025 and 2026.

- (7) A statement indicating the applicant’s qualifications and experience in the cable communications field, if any;

RESPONSE: See attached Booklet

- (8) An identification of the municipalities in which the application either owns or operates a cable communications system, directly or indirectly, if any;

RESPONSE: Applicant has 156 active video franchises in Minnesota. The closest geographically are:

- City of Minnetrista – Allie Polsfuss, Asst. City Administrator, 952-241-2510



- City of Greenfield – Margaret Webb, City Administrator, 763-477-6464
- City of Orono (to be built) – Adam Edwards, City Administrator, 952-249-4600
- City of Medina (to be built) – Erin Barnhart, City Administrator, 763-473-8848

- (9) An identification of the municipalities in which the application has outstanding franchises for which no system has been built, if any;

RESPONSE: We are in the process of obtaining cable franchise agreements in our fiber expansion areas. Below is a list of cable franchise agreements that we have obtained and plan to begin construction on in the Spring of 2025.

- City of Medina
- City of Orono

- (10) A plan for financing the proposed system, which plan must indicate every significant anticipated source of capital and significant limitations or conditions with respect to the available of the indicated sources of capital;

RESPONSE: Applicant will be utilizing its existing private capital for the proposed system.

- (11) A statement of ownership detailing the corporate organization of the application, if any, including the names and addresses of officers and directors and the number of shares held by each officer and director, and intracompany relationships including a parent, subsidiary, or affiliated company; and

RESPONSE: See Exhibit D

- (12) A notation and explanation of omissions or other variations with respect to the requirements of the application;

RESPONSE: N/A

- (13) An application fee totaling \$2,500 to offset the City's costs associated with processing applications. Any portion of the application fee which remains after payment of all the City's costs will be refunded.

RESPONSE: Sent separately

Negotiation of Franchise Terms. Upon submission of an application, the City and an applicant may negotiate the terms and conditions of the franchise.

Additional Information. The City may request such additional information as it deems necessary to determine whether to issue a franchise.

Public Hearing. A public hearing will be held before the City Council at least seven (7) days before the adoption of any franchise ordinance. Upon review of the application(s) and completion of the public hearing, the City will make a recommendation regarding award of the franchise. Such recommendation





## Experience & Capabilities

### About Midco

Founded in 1931, Midco is a telecommunications leader redefining connectivity. We maintain market leadership by providing exceptional customer experiences using the region's most reliable owned and operated fiber network spanning over 15,000 miles. We deliver high-capacity, high-quality network and communications services to more than 1 million residential and business locations – while growing our footprint and futureproofing our connections at scale.

Midco's vision is clear: to empower, inspire and innovate for the people of the Midwest. We create innovative solutions that fit our customers' needs. We empower small businesses to look beyond their current reach. We inspire communities through grants from the Midco Foundation, as well as local sponsorships and employee volunteering. We believe our team members – and our company – thrive when we give back and serve our local communities.

Midco is 1,900 employees strong – located in communities large and small – with three key locations including our corporate office in Minneapolis, MN, and operations centers in West Fargo, ND, and Sioux Falls, SD.

Midco is a privately owned company driven by our mission to be the best communications company in the country for our neighbors, team members, partners and communities. Starting from small beginnings as a local theater company, Midco is now a leading provider of reliable, high-speed internet via fiber technology to nearly 500,000 business and residential customers. Our relentless pursuit of 10G technology transforms how our communities live, work and connect, bringing us closer to a more interconnected world – delivering multi-gig speeds and ensuring advanced, high-speed internet access for all.





## Services

Innovation, reliability and local service. From scalable internet to flexible phone solutions, we specialize in exceeding expectations with extraordinary, user-friendly technology.

### Midco Home™

- Internet
- TV
- Phone

### Midco Business®

- Internet
- TV
- Phone/Voice
- Advertising
- Networking
- Data Center

### Midco Properties®

- Internet
- TV

We are the top provider of reliable, high-speed internet via fiber and fixed wireless technology in the areas we serve, but don't just take our word for it. Ookla, a renowned authority in internet speed and reliability, has given Midco a major distinction in 2024 – with specific nods to Midco speeds, low latency and internet consistency in communities throughout our five-state footprint. Primary callouts include providing the fastest internet speeds in many of our major markets.

We also deliver TV services including Midco Sports and Midco Sports Plus, data center and advertising services, plus wholesale networking solutions.

## Midco Fiber Network

Midco owns, operates and maintains more than 15,000 miles of core network fiber within a five-state area. The Midco Fiber Network is path-diverse – and designed and supported to maintain a 99.999% availability rate at its core. As shown in **Exhibit A – Midco Network Map**, our network is well connected to the world, with interconnect and peering arrangements with national, regional and local providers.

Our fiber network penetrates deep into our communities via fiber-to-the-home (FTTH) or premises (FTTP). This network architecture provides a high-bandwidth, cost-effective, efficient and flexible connectivity with a stable connection. All Midco products and services are managed and distributed via the FTTP network, which is then aggregated and routed via the core network.

We continuously augment our network to provide the necessary capacity to achieve the performance guarantees in our service level agreements for business and government fiber customers. These enhancements occur in 100 Gbps increments, and our current capacity is scalable to 8 terabits per second to meet future needs.



Midco's fiber network is also MEF (Metro Ethernet Forum) 3.0 Carrier Ethernet (CE) certified to better support our business partners with dependable services. The MEF 3.0 CE Certification is the industry's highest standard for performance.

## **Fiber Forward Investment**

In 2021, we initiated Fiber Forward<sup>®</sup>, a \$500 million investment to grow and enhance our fiber network and bring multi-gig symmetrical speeds to our markets. This is in addition to more than \$200 million in investments Midco has made on network infrastructure upgrades to enhance internet, television and competitive voice services for customers since 2010. We are making steady progress toward expanding and evolving our network to remain positioned ahead of consumer needs and maintaining our network long-term.

Fiber Forward means:

- Improved network reliability
- Reduced maintenance, truck rolls, and customer calls
- A path forward to multi-gig symmetrical speeds
- Even lower latency and jitter

In 2025, Midco's focus will be to provide ubiquitous network and service offerings by going "Beyond Gig" for our customers. This means we will be going beyond 1 Gig service and deliver multi-gig speeds to business, residential and multi-dwelling unit (MDU) Midco customers throughout a five-state service footprint.

## **Customer Support**

Our customer support and field teams are dedicated to swift, first-time-right problem resolutions. This customer-centric approach ensures that everyone receives efficient and personalized support tailored to their unique problem while enhancing operational uptime and overall satisfaction.

Midco provides 24/7 support via phone, and we also offer contact options through live, secure chat and social media. Both residential and business customers have access to our robust self-help website and tutorials. For residential customers, we offer flexible appointments in 15-minute windows, making it easy to find a time that works for busy schedules.

Local engineering staff will care for the Mound network and facilities day-to-day, as well as any construction needed post-buildout. Midco has field operations centers throughout our footprint and maintains warehouse stock in 21 locations in order to respond quickly should a network issue occur.

Our Sioux Falls office houses the Midco Network Operations Center (NOC), which monitors the network 24/7. This team of experts works closely with field and engineering staff on our network node health



maintenance program. We have a strong emphasis on proactive network maintenance and augmentation to stay ahead of customer growth, demands and needs.

## Community Involvement

Ambitious, imaginative and positive are just some of the qualities we're proud to live up to at Midco. We're dedicated to inspiring the people of the Midwest – including in the ways we get involved where it matters. Whether it's fighting food insecurity, supporting programs for kids, or investing in art, music, education and family services, we're doing our part to give back to the communities we call home.

How we give back:

- Sponsorships and naming rights: Midco sponsors more than 175 organizations, programs and events across the Midco service area.
- Events: We are a part of more than 100 events each year.
- Public service announcements: Around one-fourth of Midco's ad inventory is gifted PSAs – a \$14 million value in 2021 alone.
- Midco Foundation grants: Each grant ranges from \$1,000 to \$5,000 and helps local organizations make a lasting impact in their communities.
- Public Wi-Fi: Temporary and permanent public Wi-Fi is provided for free during community events at local gathering places.
- United Way: Midco provides corporate sponsorships to eight local United Way chapters across our footprint.
- ACTS: This Midco program empowers team members to get involved in their community. Every Midco employee receives eight hours of Volunteer Paid Time Off to be used at an ACTS event.



## Our People

### Leadership: Senior Executive Team

#### **Pat McAdaragh | Chair & CEO**

Pat McAdaragh has been actively involved with all aspects of Midco since 1981 and has held several key positions within the company, including Chief Operating Officer, Director of Treasury Operations and Corporate Controller. He has been instrumental in transforming Midco into a regional communications company that connects more than 400 communities with a fiber-optic network spanning 15,000 miles. Midco currently serves more than 500,000 homes and businesses in Kansas, Minnesota, North Dakota, South Dakota and Wisconsin. Pat received a bachelor's degree in accounting from Augustana University in Sioux Falls, where he serves as the Chair on the Board of Trustees. He is also Chair of NCTA, the Internet & Television Association, and serves on the Boards of CableLabs and C-SPAN.

#### **Steve Grosser | Vice Chair & EVP**

Steve Grosser joined Midco in 1990 as Controller and in 2001 became Chief Financial Officer before transitioning to his current role as Vice Chair and Executive Vice President. During his time at Midco, Steve has been involved in all holdings including internet, cable and phone – plus past businesses focusing on theatres, radio, broadcast TV, satellite teleport and video rental. Prior to joining Midco, he worked at Grant Thornton LLP in Minneapolis and is a CPA. Steve and his late wife, Liv, founded Bien Aimé Farm which offers equine-assisted learning as well as other support services to adoptive families. A native of Cokato, MN, Steve earned a bachelor's degree in accounting from St. Cloud State University.

#### **Scott Anderson | Chief Legal Officer**

Scott Anderson joined Midco in 2012 after previously representing the company as outside counsel for 19 years, assisting primarily with mergers and acquisitions, contract negotiations and general corporate matters. He worked in the management information systems division of a national accounting firm, prior to earning his law degree. Scott is responsible for legal, government relations and regulatory finance functions at the company. He earned a bachelor's in economics and business administration from Augustana University, an MBA from Southern Methodist University and his JD from the University of Minnesota. He has served on the boards of several non-profit organizations and currently serves on the Board of Directors of Midcontinent Media, Inc., Midco's parent company.

#### **Ben Dold | Chief Operating Officer & President**

Ben Dold leads the operations function for Midco which includes the Field Operations, Construction, Supply Chain, Business Operations, Customer Care, Sales, Marketing and Strategy & Growth teams. In his role, Ben is focused on providing a great customer experience and helping the organization achieve its mission to be the best communications company in the country for its customers, team members, business partners and communities. Prior to joining Midco in 2010, Ben worked in corporate finance and strategy



in the CPG and distribution industries. Ben earned an MBA from St. Cloud State University and a bachelor's degree in economics from St. John's University. In 2015, he was named to Prairie Business Magazine's top 40 under 40. Ben is a graduate of the Leadership Sioux Falls program and serves on the board of the St. Francis House, a homeless shelter in Sioux Falls.

#### **Kent Johnson | Chief Financial Officer**

Kent Johnson oversees all finance functions, including accounting, budgeting, financial planning and analysis, audit, billing, treasury, financial analytics, taxes, facilities and risk management at Midco. Prior to joining the company in 2009, he served in controller roles at a building materials company and in the financial software industry, as well as an auditor at an accounting firm. Kent earned his associate degree from Waldorf College and his bachelor's in accounting from Minnesota State University in Mankato. A sports enthusiast, Kent has been a long-time youth football coach.

#### **Ann McGlennen | Chief Human Resources Officer**

As Midco's Chief Human Resources Officer, Ann leads the talent acquisition, HR business partners, learning and development, employee relations, total rewards and corporate communications teams to align human resources and people strategies with long-term, enterprise-wide goals while creating an optimal work environment leading to strong business outcomes. Prior to joining Midco in 2017, Ann had a progressive 24-year career with Target Corporation, serving in a variety of human resources leadership roles in both field operations and corporate headquarters. She was a key leader who consistently delivered results by successfully aligning human resource strategies with business objectives. Ann is the Midco Foundation Board Chair, is a member and Director-At-Large for The WICT Network, serves on the C2HR – Content and Connectivity Board and is a member of SHRM. Additionally, she is also on the board of Directors for International Renaissance Festivals, Ltd. Ann graduated with honors from The American University in Washington, DC, with a bachelor's degree in urban affairs.

### **Leadership: Growth & Marketing**

#### **Shea McAdaragh | Senior Vice President of Strategy and Growth**

Shea McAdaragh leads the strategy and growth team, focusing on capital allocation and Midco's longer-term strategies for growth and product development. Shea joined the Midco team in 2017 and brings experience from the consumer-packaged goods and agriculture industries. He earned a degree in economics from the University of Minnesota and an MBA with a focus in marketing and finance from the University of Michigan Ross School of Business. He is an advocate for the region that Midco serves, being born in Sioux Falls, growing up in Minnesota and having lived for a summer in the Fargo area.

#### **Erin Ostler | Senior Vice President of Sales**

Erin Ostler leads the business, properties and advertising sales teams, and our 13 retail Customer Experience Centers. Erin is a dynamic and accomplished sales leader who is passionate about building



high-performing teams. She specializes in fostering strategic customer partnerships in complex industries that often involve buy/sell relationships.

Erin, who joined Midco in 2015, has more than 25 years of experience in the technology industry. She spent 16 years at Sprint where she held multiple executive management roles in business, emerging and wholesale solutions groups. Prior to Sprint, she founded two successful startup technology firms specializing in expanding hospitality and business profit centers. She holds a bachelor's degree from Lawrence University in Wisconsin.

#### **Jeannie Thurston | Senior Vice President of Marketing**

Jeannie Thurston is the Vice President of Marketing at Midco, where she is a driving force in creating impactful brand awareness. Leading the way in integrated communications, marketing strategies, digital initiatives and social impact programs, she takes a customer-centric approach to fuel demand and inspire loyalty across all business units. Jeannie's diverse background in inbound sales, telecom support and creative services has given her a comprehensive understanding of Midco's operations. Jeannie holds a bachelor's degree in mass communications from South Dakota State University. She volunteers as a coach for EmBe's Girls on the Run program and Big Sioux girls' volleyball teams, is a Harrisburg Economic Development Corporation board member and past graduate of Leadership Sioux Falls and The WICT Network's Rising Leader program.

### **Leadership: Legal & Government Relations**

#### **Patrick McCann | Senior Vice President of Legal & General Counsel**

Patrick serves as Midco's General Counsel. He is responsible for contract review, regulatory compliance, transactional work and litigation assistance, as well as representing the legal department by collaborating on project committees. Patrick joined the Midco team in 2022 after working as a Magistrate Judge for South Dakota's Unified Judicial System. Prior to the bench, Patrick served as Codington County State's Attorney. Patrick earned a bachelor's degree in political science from the University of South Dakota and a JD from Creighton University.

#### **Andrew Curley | Sr. Director of Government Relations**

Andrew Curley leads Midco's government relations team and is responsible for all government relations efforts at the local, state and federal level. He represents the company before government bodies and develops strategic, external partnerships on behalf of Midco. Prior to joining Midco in 2019, Andrew spent nearly a decade in government and political advocacy work. He has a bachelor's degree in political science from St. John's University in Collegeville, MN. Andrew is a graduate of the Leadership Sioux Falls program and is an active community leader, serving as a member of both the Minnesota and Wisconsin Cable Communications Associations' Boards, the EmBe Board, Downtown Rotary, the Greater Sioux Falls Area Chamber of Commerce Issues Management Council, and the Sioux Metro Growth Alliance Member Advisory Board. Having been born in Sioux Falls, raised in Grand Forks, and educated in Minnesota, he has a deep appreciation and knowledge of Midco's regional footprint.



### **Elly Burroughs | Government Relations Manager**

Elly Burroughs serves as Midco's Government Relations Manager. She is responsible for building and maintaining strong partnerships with local leaders across Minnesota. Elly joined the Midco team after working at Dessert Holdings in St. Paul. Before that, Elly served as Director of Scheduling and Operations for Congressman Kelly Armstrong and was based in Washington, DC. Elly earned a Bachelor of Science degree in communications from North Dakota State University. She serves as a Board Member of the Minnesota Cable Communications Association and is a member of The WICT Network - Midwest Chapter.

### **Leadership: Community Relations**

#### **Paige Pearson Meyer | Vice President of Corporate Communications**

Paige Pearson Meyer is the company's spokesperson and leads the corporate communications and community relations teams. She is responsible for executing internal communications, crisis communications, executive team thought leadership and sponsor partnerships throughout the company's footprint. Paige joined the Midco team in 2016 after working as the Communications & Recruitment Manager at a medical software company. Prior to that, she was a news and sports journalist for TV stations in Sioux Falls, Green Bay and Eau Claire. Paige earned a degree in sports broadcasting from Indiana University. Paige has graduated from the Leadership Sioux Falls, Leadership South Dakota and MDA Functional Leadership programs. She serves on the Downtown Sioux Falls, Breathe Bravely and Midco Foundation boards. Paige is a mentor for the EmBe Women's Leadership Program, an advisor to C2HR and a member of The WICT Network.

### **Leadership: Technical Expertise**

#### **Kalyan Boinapalli | Senior Vice President of IT**

Kalyan Boinapalli joined Midco in 2008, and in 2020 was named Vice President of IT Enterprise Architecture. He champions and leads data, application and system architecture at Midco. Kalyan has nearly two decades of experience in information systems and software development and works across the company on projects focused on enhancing the customer experience. He earned a Master of Science in information systems from Dakota State University and a bachelor's degree in computer science from St. Joseph's College of Engineering in India. Kalyan holds several industry certifications, including ITIL Foundation Certification in IT Service Management and Microsoft and Oracle certifications.

#### **Bill Chatwell | Senior Vice President of Technology**

Bill Chatwell leads the Video, Voice, and Technology Integration teams at Midco with the overarching responsibility to innovate, design, deploy and sustain the best communications products possible for Midco customers. Bill joined the Midco team in 2006 and previously held the positions of Director of



Video System, Video Systems Manager and Digital Video Engineer. Prior to Midco, he worked at Sencore Electronics for nine years in various roles including Digital Video Application Engineer. Bill also served on active duty in the U.S. Navy for six years, along with an additional 15 years in the Navy Reserve. He received his technical education from the U.S. Navy, South Dakota State University and earned an associate degree in applied management from National American University. Bill also serves on the board of directors for the Dakota Territory chapter of the Society of Cable Telecommunications Engineers.

**Cole Mack | Vice President of Field Engineering & Construction**

Cole Mack is the Vice President of Field Engineering and Construction. He oversees all field engineering and construction, working closely with the other teams to ensure intellectual and practical alignment. Cole first joined Midco in 2004 as a maintenance technician in Grand Forks. He returned to Midco in 2009 when the company acquired a system in Bemidji from Charter. He has played a key role in the Network Node Health program to better focus on reliability and proactive maintenance. Mack received a degree in telecommunications from Wadena Technical College in 2002.

**Steve Mattern | Senior Vice President of Field Operations**

Steve Mattern manages field operations throughout Midco's footprint, overseeing the technical operations, technical training, field ops analytics, dispatch and our plant maintenance teams. These teams are responsible for customer fulfillment, network health, outage restoration, employee development and analytics supporting strategic planning and execution. Steve is known for fresh ideas and has been instrumental in the development and mentoring of many current managers at Midco. He has been involved in several large-scale network expansion projects, network upgrades, facility projects, and strategic initiatives throughout his tenure. He joined Midco in 2002 as a field technician in Grand Forks and relocated to Fargo as a general operations manager in 2014, was promoted to Director of Field Operations in 2018, before moving into his current role in 2022. Steve holds a degree in telecommunications from Northland Community and Technical College.



## Financial Qualifications

Confidential financial qualification information is provided in a separate document.



## Channel Lineups

Midco anticipates offering customers in Mound variety of entertainment choices from our channel lineup, similar to what's currently offered in Greenfield, MN. Each video package comes with TV Everywhere online streaming of networks in the respective package – as well as a host of other valuable features based on a customer's selection.

The current Greenfield, MN, channel lineup follows on the next two pages. Current and interested customers can view it anytime at [Midco.com/ChannelLineups](http://Midco.com/ChannelLineups).



## Greenfield, MN MidcoTV Channel Lineup

### MidcoTV 1

2/602	KTCA - PBS HD
3/650	QVC HD
4/604	WCCO - CBS HD
5/605	KSTP - ABC HD
6/606	KPXM - ION HD
7/705	C-SPAN HD
8/608	WUCW - CW HD
9/609	KMSP - FOX HD
10	Local Access
11/611	KARE - NBC HD
12/612	KSTC - IND HD
13/613	WFTC - MNT HD
15	KTCI - TPT MN
16/651	HSN HD
17	KTCI - TPT Life
18	TBN
19	EWTN
22/619	The Weather Channel HD
65/168	Jewelry TV
75/575	Local Channel-St Joseph
76/576	Local Channel-Annandale
77/577	Local Channel-Becker
78/578	Local Channel-Cold Springs
79/579	Local Channel-Pierz
580	WFTC-Fox Weather Channel HC
581	KMSP - TheGrio
582	KMSP - Catchy Comedy
584	WCCO-DT2 StartTV
585	WCCO-DABL
586	WUCW DT4-TBD TV
587	WUCW DT3-Charge TV
588	WUCW DT2 - COMET
589	KSTC Get TV
590	KSTC - This TV
591	KSTC - Me-TV
592	KMSP - BUZZR
593	WFTC-Movies!
594	KARE - Quest
595	KARE - True Crime Network
597	KSTP-Heroes & Icons
598	KTCA - TPT NOW HD
599	KTCA - TPT Kids HD
616	KONC-TCT HD
653	QVC2 HD
654	QVC3 HD

### MidcoTV 2

(Includes MidcoTV 1)

29/660	Lifetime HD
32/655	Food Network HD
34/663	Hallmark Channel HD
38	TV Land
39/696	A&E HD
41/680	Animal Planet HD
42/683	Discovery HD
45/686	History HD
46/709	FOX News Channel HD
49/706	CNN HD
52/730	AMC HD
58/743	USA HD
61/740	Comedy Central HD
123/728	BBC America HD
140/694	Reelz HD
156/690	VICELAND HD
157	Bloomberg Television
619	The Weather Channel HD

### MidcoTV 3

(Includes MidcoTV 1)

21/670	Freeform HD
23/618	NewsNation HD
24/620	ESPN HD
25/621	ESPN2 HD

27/622	Midco Sports HD MN
28/633	BTN HD
29/660	Lifetime HD
30/662	WE HD
31	Oxygen True Crime
32/655	Food Network HD
33/657	HGTV HD
34/663	Hallmark Channel HD
35/671	Disney Channel HD
36/672	Nickelodeon HD
38	TV Land
39/696	A&E HD
40/702	truTV HD
41/680	Animal Planet HD
42/683	Discovery HD
43/684	TLC HD
44/685	Syfy HD
45/686	History HD
46/709	FOX News Channel HD
47/708	MSNBC HD
48/707	HLN HD
49/706	CNN HD
50/710	CNBC HD
51/704	C-SPAN2 HD
52/730	AMC HD
54/698	Bravo HD
55/741	FX HD
56/742	TBS HD
57/632	FS1 HD
58/743	USA HD
59/744	TNT HD
60/722	Paramount Network HD
61/740	Comedy Central HD
62/699	E! HD
63/753	MTV HD
64/751	VH1 HD
66/668	Great American Family HD
67/691	Travel Channel HD
68/688	National Geographic HD
69/631	Outdoor Channel HD
71/667	INSP HD
125/697	OWN HD
148/642	FXX HD
160/711	FOX Business News HD
185/664	Hallmark Mystery HD
315	Fox Sports 2
322/624	Midco Sports 2 HD
323	Midco Sports 3
340	Big Ten Network Xtra
341	Big Ten Network Xtra 2
667	MotorTrend
713	Newsmax HD

### MidcoTV 4

(Includes MidcoTV 1 and MidcoTV 3)

37/675	Cartoon Network HD
101	Nick Jr.
102/673	Discovery Family Channel HD
103/674	Disney XD HD
104	Nicktoons Network
105	TeenNick
109	Universal Kids
111	Disney Junior
115/681	Destination America HD
116/658	Magnolia Network HD
121/695	FYI HD
123/728	BBC America HD
124/719	Game Show Network HD
126	Discovery Life Channel
129/700	TV One HD
140/694	Reelz HD
150/689	Investigation Discovery HD
151/682	SCIENCE HD
154	American Heroes Channel

156/690	VICELAND HD
157	Bloomberg Television
159	C-SPAN3
180/732	IFC HD
181/661	LMN HD
184	FXM
186	UP
191	PosiTV TV
192	3ABN
201	MTV 2
202	NickMusic
203	Tr3s
204/750	CMT HD
205	CMT Music
206	BET Soul
207	MTV Classic
209	BET JAMS
210	BET Her
301/641	ESPNNews HD
306/626	NFL Network HD
307/629	NHL Network HD
310/636	Golf HD
319/625	MLB Network HD
320/634	ESPNU HD
665	Hallmark Family HD
739	Aspire HD
752	MTV Live
854	FOX Deportes

### MidcoTV Sports Pack<sup>1</sup>

301/641	ESPNNews HD
305	Sportsman Channel
306/626	NFL Network HD
307/629	NHL Network HD
310/636	Golf HD
314/635	CBS Sports Network HD
319/625	MLB Network HD
320/634	ESPNU HD

### MidcoTV Sports & Variety Pro Pack<sup>1</sup>

(Includes MidcoTV Variety Pack)

153	Crime+Investigation
155	Military History
305	Sportsman Channel
308	FanDuel
313	Go!TV
314/635	CBS Sports Network HD
321/627	NFL RedZone HD
328	FanDuel Racing

### MidcoTV Variety Pack<sup>1</sup>

53/731	TCM HD
107	Nick2
117/656	Cooking Channel HD
131	RFD-TV

### Spanish Package<sup>1</sup>

850	TVE Internacional
851	Discovery en Espanol
852	CineLatino
854	FOX Deportes
855	CNN en Espanol
856	Disney XD en Espanol
857	Tr3s
858	History en Espanol
859	Cine Mexicano
860	Canal SUR
861	EWTN Espanol
862	Telemundo
863	NBC Universo
864	ESPN Deportes

Channels subject to change. Visit [Midco.com/ChannelLineups](http://Midco.com/ChannelLineups) for channel updates and more.  
<sup>1</sup> Subscription required. For MidcoTV Sports Pack, MidcoTV 3 is required. For MidcoTV Variety Pack and MidcoTV Sports & Variety Pro Pack, MidcoTV 4 is required.



## Greenfield, MN MidcoTV Channel Lineup

### Premium Channels<sup>1</sup>

#### HBO

401/501	HBO HD
402/502	HBO HD (W)
403	HBO Family
404	HBO Family (W)
405/505	HBO2 HD
406	HBO2 (W)
407	HBO Signature
408	HBO Signature (W)
409	HBO Comedy
410/510	HBO Zone HD
411/511	HBO Latino HD

#### Cinemax

420/520	Cinemax HD
421/521	Cinemax HD (W)
422/522	MoreMAX HD
423	MoreMAX (W)
424/524	ActionMAX HD
425	ThrillerMAX

#### SHOWTIME

435/535	SHOWTIME HD
436	SHOWTIME (W)
437/537	SHOWTIME 2 HD
438	SHOWTIME 2 (W)
439/539	SHOWTIME Showcase HD
440	SHOWTIME Showcase (W)
441	SHOWTIME Extreme
442	SHOWTIME Extreme (W)
443	SHOWTIME Women
444	SHOWTIME Family Zone
445	SHOWTIME Next
446	FLIX

#### The Movie Channel

455/555	The Movie Channel HD
456	The Movie Channel (W)
457	The Movie Channel Xtra
458	The Movie Channel Xtra (W)

### Starz/Starz Encore

465/565	STARZ HD
466/566	STARZ HD (W)
467/567	STARZ Edge HD
468	STARZ Edge (W)
469	STARZ In Black
470	STARZ Comedy
471	STARZ Kids & Family
472	STARZ Cinema
473	STARZ ENCORE Family
480/568	STARZ ENCORE HD
481	STARZ ENCORE (W)
482	STARZ ENCORE Westerns
483	STARZ ENCORE Westerns (W)
484	STARZ ENCORE Classic
485	STARZ ENCORE Classic (W)
486	STARZ ENCORE Suspense
487	STARZ ENCORE Suspense (W)
488	STARZ ENCORE Black
489	STARZ ENCORE Black (W)
490	STARZ ENCORE Action
491	STARZ ENCORE Action (W)

#### Music Choice

(Included with MidcoTV 1)

901	MC Hit List
902	MC Max
903	MC Dance
904	MC '60s
905	MC Hip Hop and R&B
906	MC Rap
907	MC Hip Hop Classics
908	MC Throwback Jamz
909	MC R&B Classics
910	MC R&B Soul
911	MC Gospel
912	MC Reggae
913	MC Rock
914	MC Yacht Rock
915	MC Alternative

916	MC Adult Alternative
917	MC Rock Hits
918	MC Classic Rock
919	MC Soft Rock
920	MC Love Songs
921	MC Pop Hits
922	MC Party Favorites
923	MC Teen Hits
924	MC Kidz Only!
925	MC Toddler Tunes
926	MC Y2K
927	MC '90s
928	MC '80s
929	MC '70s
930	MC Solid Gold Oldies
931	MC Pop & Country
932	MC Today's Country
933	MC Country Hits
934	MC Classic Country
935	MC Contemporary Christian
936	MC Pop Latino
937	MC Musica Relaxing Vibes
938	MC Mexicana
939	MC Tropicales
940	MC Romances
941	MC Sounds Of the Seasons
942	MC Stage & Screen
943	MC Soundscapes
944	MC Smooth Jazz
945	MC Jazz
946	MC Blues
947	MC Singers & Swing
948	MC Easy Listening
949	MC Classical Masterpieces
950	MC Light Classical

Channels subject to change.

<sup>1</sup> Subscription required. For MidcoTV Sports Pack, MidcoTV 3 is required. For MidcoTV Variety Pack and MidcoTV Sports & Variety Pro Pack, MidcoTV 4 is required.





## Exhibit B – Midco Rate Card

\*Greenfield, MN is a representative example of current pricing and service option

### MIDCO SERVICE & PRICING FOR GREENFIELD, MN

Serviceability, equipment availability and pricing are subject to change.

#### SERVICE & EQUIPMENT FEES (MONTHLY)

<b>INTERNET</b>		Wireless Gateway Monthly Lease	\$11.00	STARZ ENCORE	\$14.00
Midco Internet Basics	\$30.00	Midco Wi-Fi Mo. Lease	\$11.00	MidcoTV Variety Pack	\$4.00
Midco Internet Basics	\$30.00	<b>CABLE TV</b>		Spanish Package	\$5.00
Midco Fiber Internet 125	\$49.00	MidcoTV 1	\$30.00	MidcoTV Sports Pack	\$7.00
Midco Fiber Internet 50	\$54.95	MidcoTV 2	\$50.00	MidcoTV Sports & Variety Pro Pack	\$11.00
Midco Fiber Internet 100	\$64.95	MidcoTV 3	\$83.00	<b>CABLE TV EQUIPMENT</b>	
Midco Fiber Internet 250	\$69.00	MidcoTV 4	\$93.00	MidcoTV Equipment Mo. Lease	\$3.00
Midco Fiber Internet 500	\$79.00	Cloud DVR (75 Hours)	\$5.00	(\$3/ea.)	
Midco Fiber Internet 1 Gig	\$89.00	Showtime	\$9.00	<b>HOME PHONE</b>	
Midco Fiber Internet 2 Gig	\$99.00	The Movie Channel	\$9.00	Home Phone Package	\$19.00
Midco Fiber Internet 5 Gig	\$199.00	Cloud DVR (200 Hours)	\$10.00		
<b>INTERNET EQUIPMENT</b>		Cinemax	\$14.00		
Midco Wi-Fi Pod Mo. Lease (\$2/ea.)	\$2.00	Max	\$14.00		

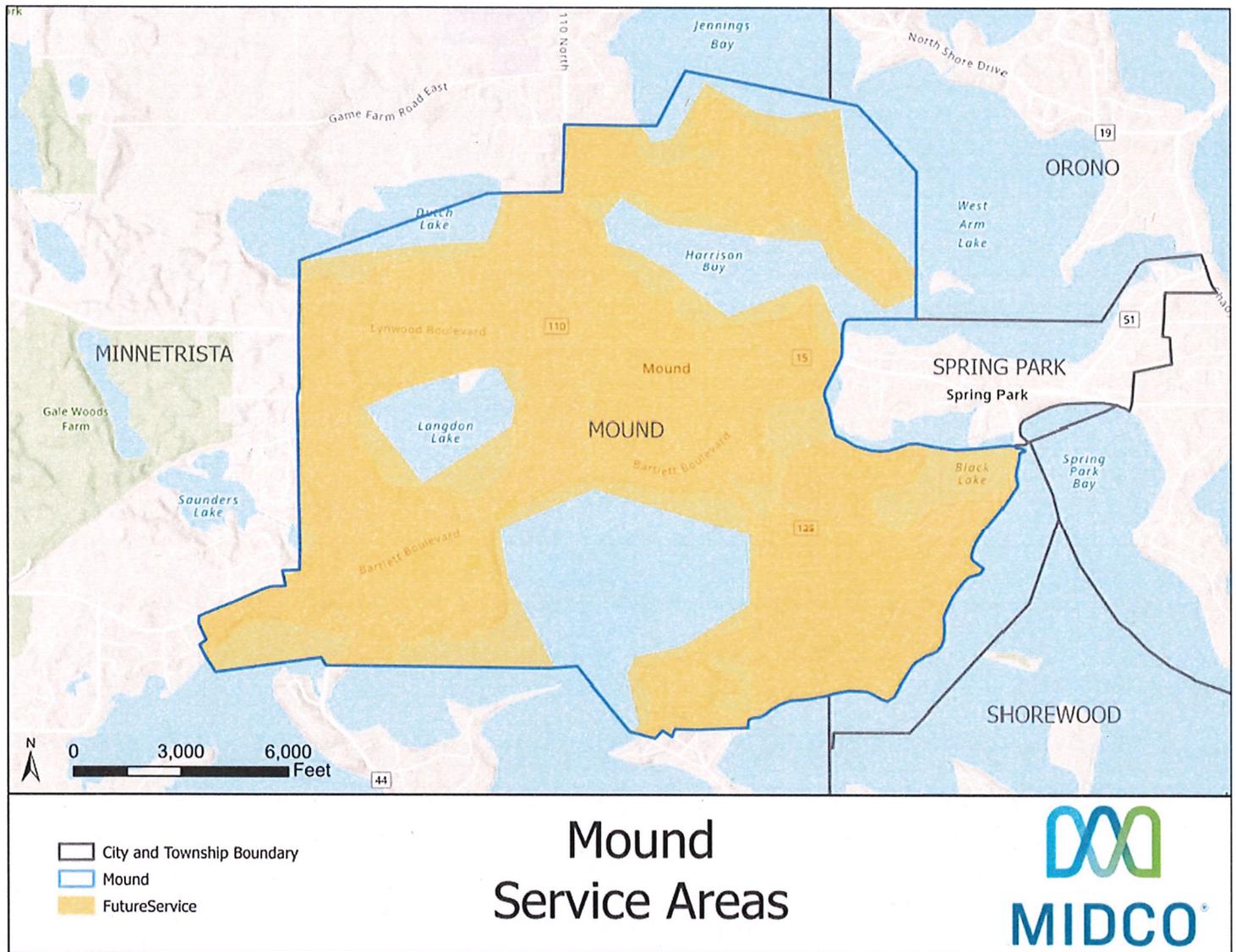
#### SERVICE & EQUIPMENT FEES (NON-MONTHLY)

<b>GENERAL SERVICE</b>		<b>HOME PHONE</b>		Special Phone Feature Install	\$25.00
Home Service Call	\$50.00	Directory Listing Change Fee	\$6.00		

#### CUSTOMER SERVICE

Visit <a href="http://Midco.com/Contact">Midco.com/Contact</a> , or call 1.800.888.1300.	Download the Midco App. Visit <a href="http://Midco.com/Support">Midco.com/Support</a> .
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## Exhibit C – Planned Mound Service Area





## Exhibit D – Ownership

Midcontinent Communication is a South Dakota general partnership with the following ownership

- Midcontinent Communications Investor, LLC: 50%
- Comcast Midcontinent, LLC: 50%

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben  
Hwikwon Ham  
Valerie Means  
Joseph K. Sullivan  
John A. Tuma

Chair  
Commissioner  
Commissioner  
Commissioner  
Commissioner

SERVICE DATE: October 29, 2024

In the Matter of the Petition of Midcontinent  
Communications for an Amended Certificate of  
Authority to Expand Service Area and to expand  
its Eligible Telecommunications Carrier (ETC)  
Designation

DOCKET NO. P-6186/SA-24-312

The above-entitled matter has been considered by the Commission and the following disposition made:

1. **Granted Midcontinent's (Midco) petition to amend its certificate of authority to include portions of the following exchanges: Excelsior, Hamel, Navarre, Rockford, Victoria, and Wayzata, Mound and St. Bonifacius, conditioned upon Midco's completion of the following items:**
  - a. **Filing and receiving Commission approval of any necessary updates to its 911 plan; and**
  - b. **Filing any necessary price list/tariff revisions.**
2. **Found that Midco has made a credible showing of its capability and intent to provide and advertise an affordable, quality Lifeline offering including "voice telephony" and internet services throughout its proposed expanded ETC service area, and that its designation for the provision of Lifeline is in the public interest.**
3. **Granted Midco's petition for an expanded ETC service area to include the exchanges of Excelsior, Hamel, Navarre, Rockford, Victoria, and Wayzata, Mound and St. Bonifacius, for the purpose of providing Lifeline service to qualifying Minnesota customers.**

**This decision is issued by the Commission's consent calendar subcommittee, under a delegation of authority granted under Minn. Stat. § 216A.03, subd. 8 (a). Unless a party, a participant, or a Commissioner files an objection to this decision within ten days of receiving it, it will become the Order of the full Commission under Minn. Stat. § 216A.03, subd. 8 (b).**

The Commission agrees with and adopts the recommendations of the Department of Commerce,

which are attached and hereby incorporated into the Order.



BY ORDER OF THE COMMISSION

A handwritten signature in black ink, appearing to read "Will Seuffert".

Will Seuffert  
Executive Secretary

To request this document in another format such as large print or audio, call 651.296.0406 (voice). Persons with a hearing or speech impairment may call using their preferred Telecommunications Relay Service or email [consumer.puc@state.mn.us](mailto:consumer.puc@state.mn.us) for assistance.

# Franchise Ordinance

## ORDINANCE NO. 3-2025

### CITY OF MOUND, HENNEPIN COUNTY, MINNESOTA

**AN ORDINANCE GRANTING MIDCONTINENT COMMUNICATIONS, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN A FIBER OPTIC CABLE SYSTEM FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF MOUND, HENNEPIN COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF**

**THE CITY COUNCIL OF THE CITY OF MOUND, HENNEPIN COUNTY, MINNESOTA, ORDAINS:**

#### **SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the meanings ascribed to them in the Cables Communications Policy Act of 1984, as amended from time to time, 427 U.S.C. Section 521 et seq. (the “Cable Act”), unless otherwise defined herein.

**Applicable Law.** Any local, state or federal statute, law, regulation or other legal authority governing any other matter addressed in this Ordinance.

**Cable Communication System or Cable System or System.** A facility, including Fiber Optic Cable, consisting of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community and also includes, in conjunction with Cable Service or separately, internet service and/or telecommunications, but such term does not include (A) a facility that serves only to retransmit television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier, which is subject, in whole or part, to the provisions of subchapter II of the Cable Act, except that such facility shall be considered a Cable Communication System (other than for purposes of Section 541(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand service; (D) an open video system that complies with Section 573 of the Cable Act; or (E) any facilities of an electric utility used solely for operating its electric system.

**Cable Services.** The one-way transmission to subscribers of video programing or other programing services and subscriber interaction, if any, which is required for the use of video programing or other programing services.



Attn: Legal  
4020 W Cayman St  
Sioux Falls, SD 57107

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

**Ordinance or Franchise Ordinance.** This franchise ordinance, also referred to as the Franchise.

**PEG.** Public, educational, and governmental.

**Public Ground.** Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

**Public Way.** Any highway, street, alley or other public right-of-way within the City.

**Subscriber.** A person or user of the Cable Communication System who lawfully receives Cable Service therefrom with Company's express permission.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to occupy or use the Public Way to provide such Cable Services, subject to: (a) the provisions of this Franchise governing Cable Services within the Franchise Area; and (b) all provisions of the City Code and right-of-way or Public Way regulations. For these purposes, Company may construct, operate, repair, and maintain Fiber Optic Cable for Cable Services under and across the Public Ways, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance in writing by Company. If the Company does not file a written acceptance with the City within 60 days after the date the City adopts this Ordinance, the City may revoke this Franchise.

### 2.3 **Reservation of Authority.**

2.3.1 The Company acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. The Company agrees to comply with such lawful modifications to the City Code.

2.3.2 Nothing in this Ordinance shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Way.

2.3.3 This Ordinance complies with the Minnesota franchise standards set forth in Minnesota Statutes Section 238.084.

2.3.4 This Franchise shall be nonexclusive. The City may grant additional franchises consistent with Minnesota Statutes Section 238.08, subdivision 1(b) and 47 U.S.C. § 541.

2.4. **Service and Rates.** The terms and conditions of service and the rates to be charged by Company are subject to the FCC. Before any new or modified rate, fee, or charge is imposed, Company shall follow the applicable FCC notice requirements and rules and notify affected customers, which may be by any means permitted under Applicable Law. Nothing in this Franchise shall in any way prevent City from regulating any rates charged by Company. If the City elects to regulate, the City shall follow the procedures outlined in applicable FCC regulations, state, and federal law.

2.5. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.6. **Amendment of the Franchise Agreement.** Company and City may agree, from time to time, to amend this Agreement. Such written amendments may be made if City and Company agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers The City may only amend this Agreement by action of its City Council.

2.7. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until *ninety* (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire.

2.8 **Drafting Fee.** Company shall reimburse City its actual costs associated with regard to drafting this Ordinance not to exceed four thousand dollars (\$4,000.00), within thirty (30) days after receipt of invoice from City.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1. **Location of Facilities.** Cable Communication Systems shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System or other facilities located within the Public Ways. The location and relocation of Cable Communication Systems shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways under state law, to the extent not inconsistent with a specific term of this Franchise. At the time of Cable Communication System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, Company shall

place its transmission and distribution facilities underground. However, certain of Company's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to be placed in above-ground enclosures; provided, however, the City does not waive its right of review and approval of any above-ground or underground locations, subject to Applicable Laws.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way, Public Ground, or City Owned Facilities for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee, unless the City is receiving a franchise fee pursuant to this Ordinance, in which case all such permit fees will be waived. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public-right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Cable Communication Systems and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, Public Ground, or City Owned Facilities, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100 and reasonable regulations as may be imposed by the City pursuant to an ordinance or permit requirements adopted consistent with state law, to the extent not inconsistent with a specific term of this Franchise. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with Section 3.3. The Company shall also post a construction performance bond consistent with the provisions of Minnesota Rules, parts 7819.3000 and 7819.0100, subpart 6.

3.4. **Avoid Damage.** The Company must take reasonable measures to prevent the Cable Communication Systems from causing damage to persons or property. The Company must take reasonable measures to protect the Cable Communication Systems from damage that could be inflicted on the Cable Communication Systems by persons, property, or the elements. Company must take protective measures when the City performs work near the Cable Communication Systems, if given Notice pursuant to Section 3.6 herein by the City of such work prior to its commencement.

3.5. **Safety Requirements.** Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage; injuries or nuisances. All work undertaken on the Cable Communication Systems shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable Communication Systems shall not endanger or interfere with the safety of persons or property in the Franchise Area.

3.6. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Cable Communication Systems may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Cable Communication Systems the Company deems necessary.

3.7 **New Grades or Lines.** If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise, then Company shall, upon reasonable advance written notice from the City (which shall not be less than thirty (30) calendar days) and at its own cost and expense, protect or promptly alter or relocate the Cable Communication Systems, or any part thereof, so as to conform with any such new grades or lines.

3.8 **Mapping Information.** If requested by City, the Company must promptly provide complete and accurate mapping information for any of its Cable Communication Systems in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.9 **Construction.** Company shall construct the Cable Communications System and offer service within the Franchise Area as indicated in Exhibit B. Construction shall comply with this Ordinance and Applicable Laws, and must commence no later than 240 days after the Effective Date. Construction must proceed at a reasonable rate of not less than 50 plant miles constructed per year of the Franchise term. Within thirty (30) days of Company's execution of this Franchise Company shall provide City with a performance bond in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) and in a form and with such sureties as are acceptable to the City ("Performance Bond"). The Performance Bond shall be released by the City upon completion of the initial construction of the Cable System which the parties anticipate to be completed as provided for in Exhibit B. The Performance Bond may be utilized, in addition to other remedies provided for herein, for failure of the Company to timely complete the Cable System in compliance with this Ordinance and Applicable Laws. If additional construction is undertaken in the Franchise Area or the Cable System is required to be relocated and the Performance Bond has been released, the Company shall provide the City an additional Performance Bond prior to any work commencing in a reasonable amount determined by the City, which shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000).

#### **SECTION 4. RELOCATIONS.**

4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota statutes and rules and reasonable regulations as may be imposed by the City pursuant to an ordinance or permit requirements adopted consistent with state law, to the extent not inconsistent with a specific term of this Franchise with respect to requests for the Company to relocate Cable Communication Systems located in Public Ways.

4.2 **Relocation in Public Grounds.** City may require Company at Company's expense to relocate or remove its Cable Communication Systems from Public Grounds upon a finding by City that the

Cable Communication Systems has or will become a substantial impairment to the existing or proposed public use of the Public Grounds. Nothing in this Section 4.2 shall be construed so as to invalidate or impair any existing company easements in Public Grounds. If Company is required to relocate from an existing easement, City shall provide an equivalent easement for the relocated Cable Communication Systems Relocation shall comply with reasonable regulations as may be imposed by the City pursuant to an ordinance or permit requirements adopted consistent with state law, to the extent not inconsistent with a specific term of this Franchise.

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Cable Communication Systems made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46.

## **SECTION 5. INSURANCE AND INDEMNIFICATION.**

### 5.1 **Insurance.**

- a. Company shall with its acceptance of this Franchise, and at its sole expense, take out and maintain during the term of this Franchise comprehensive general liability insurance with a company licensed to do business in the State of Minnesota with a rating by A.M. Best & Co. of not less than "A" that shall protect the Company, the City and their respective officials, officers, directors, employees, and agents from any and all claims which may arise from operations under this Franchise, whether such operations be by the Company, its officials, officers, directors, employees, and agents or any subcontractors of Company. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Company's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million and No/100 Dollars (\$2,000,000.00), which may be met by use of an umbrella policy. The minimum amounts shall be increased to meet any amendments to the City's minimum tort liability under Minn. Stat. § 466.04.
- b. The following endorsements shall be attached to the liability policy:
  - i. The policy shall provide coverage on an "occurrence" basis.
  - ii. The policy shall cover personal injury as well as bodily injury.
  - iii. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
  - iv. Broad form property damage liability shall be afforded.

- v. The City shall be named as an additional insured on all policies required under this Franchise.
- vi. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.
- vii. Standard form of cross-liability shall be afforded.
- viii. An endorsement stating that the policy shall not be canceled without thirty (30) days' notice of such cancellation given to the City.
- ix. Company shall submit to City a certificate of insurance signed by the insurance agent and companies named.
- x. All insurance shall be effective within thirty days after the Franchise is executed by Company and shall continue in full force and effect for the duration of the Franchise, unless otherwise expressly provided for herein.

5.2 **Workers' Compensation Insurance.** Company shall obtain and maintain Workers' Compensation Insurance for all of Company's employees, and in case any work is sublet, Company shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of their employees, all in compliance with State laws, and to fully indemnify the City from and against any and all claims arising out of occurrences on Company's work. Company hereby indemnifies City for any and all costs, expenses (including attorneys' fees and disbursements of counsel), damages and liabilities incurred by City as a result of any failure of either Company or any subcontractor of Company to take out and maintain such insurance. Company shall provide the City with a certificate of insurance indicating Workers' Compensation coverage upon its acceptance of this Franchise.

5.3 **Indemnity of City.** Company shall indemnify and hold harmless the City Indemnified Parties from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature ("Claims") that any of the City Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise, the operation of Company's Cable Communication System, the breach by Company of its obligations under this Franchise and/or the activities of Company, its subcontractor, employees and agents hereunder. Company shall be solely responsible for and shall indemnify, defend and hold the City Indemnified Parties harmless from and against any and all matters relative to payment of Company's employees, including compliance with Social Security and withholdings.

The indemnification obligations of Company set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Company under Workers' Compensation,

disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise, or the terms, applicability or limitations of any insurance held by Company.

City does not, and shall not, waive any rights against Company which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Company, of any of the insurance policies described in this Franchise.

The indemnification of City by Company provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Company's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

5.4 **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City Indemnified Parties in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

5.5 **Security Fund.**

- (a) At the time of acceptance of this Franchise, Company shall provide, from a financial institution mutually acceptable to the Parties, and in a form and substance mutually acceptable to the Parties, an irrevocable and unconditional Letter of Credit in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for the benefit of the City to ensure compliance by Company with all terms of the Franchise ("Security Fund"). Company shall maintain this Security Fund throughout the term of this Franchise and pursuant to this Section 5.5, and until such time as Company has liquidated all of its obligations with City.
- (b) The Security Fund shall provide that funds will be paid to City, upon written demand of City, and after the procedures of this section have been complied with in payment for liquidated damages charged pursuant to this Section, in payment for any monies owed by Company pursuant to its obligations under this Franchise, or in payment for any damage incurred as a result of any acts or omissions by Company pursuant to this Franchise.
- (c) In addition to recovery of any monies owed by Company to City or damages to City as a result of any acts or omissions by Company pursuant to the Franchise, City in its sole discretion may charge to and collect from the Security Fund the following

mutually agreed upon liquidated damages:

- (i) For failure to timely complete system installation, maintenance, upgrades, and extensions as provided in the City Code unless the City has approved delays, and for failure to comply with construction, operation or maintenance standards and requirements, the penalty shall be Five Hundred and No/100 Dollars (\$500) per day for each day, or part thereof, such failure occurs or continues.
- (ii) For failure to meet the customer service standards and requirements as set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended, the penalty shall be Five Hundred and No/100 Dollars (\$500.00) per day for each day, or part thereof, such failure occurs or continues.
- (iii) For failure to comply with any of the provisions of this Franchise, the City Code, or other City ordinance related to Franchise operations for which a penalty is not otherwise specifically provided pursuant to this subparagraph (c), the penalty shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per day for each day, or part thereof, such failure occurs or continues.

With respect to the damages assessed pursuant to this Section 5.5(iii), all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 5.5(e).

- (d) Whenever City finds that Company has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Company, specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Company remains in violation of one (1) or more terms, conditions or provisions of this Franchise, City may draw from the Security Fund all penalties and other monies due City from the date of the local receipt of notice. Notwithstanding the forgoing, the City shall also have the right to exercise any available remedies set forth in this Ordinance or City Code.
- (e) Whenever notice of an alleged violation has been received by Company, Company may, within thirty (30) days of being given notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Company to City shall toll the running of the time frames for cure and the accrual of any penalties herein and shall specify with particularity the matters disputed by Company. City shall hear Company's dispute, at the discretion of the City, at a special meeting of the

Council, its next regularly scheduled Council meeting, or as soon thereafter as possible. Company shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. City shall supplement its decision with a written order sustaining or overruling the decision, and shall specify with particularity the factual and legal basis for its decision.

- (f) Upon determination by City that no violation has occurred, City shall withdraw the notice alleging a violation. Upon determination that a violation has occurred, Company shall have thirty (30) days to cure said violation before penalties shall accrue.
- (g) Company shall have the right to challenge in Hennepin County District Court the City's findings that Company has violated one (1) or more terms, conditions or provisions of this Franchise or has failed to substantially cure such violation. Such challenge shall not toll the accrual of penalties. Notwithstanding the foregoing, upon the filing of such a challenge, the City shall not draw upon the Security Fund until the issuance of a final order by the Court. In the event that the Company prevails, all such funds previously drawn upon shall be remitted back to the Company.
- (h) If said Security Fund or any subsequent security fund delivered pursuant thereto expires prior to the expiration of the Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than the expiration of this Franchise. The renewed or replaced Security Fund shall be for the full amount stated in paragraph (a) of this section.
- (i) If City draws upon the Security Fund or any subsequent security fund delivered pursuant hereto, in whole or in part, Company shall replenish or replace the same within fifteen (15) days and shall deliver to City a like replacement Security Fund for the full amount stated in paragraph (a) of this section as a substitution of the previous security fund.
- (j) If any Security Fund is not so replenished or replaced, City may terminate this Franchise pursuant to Section 12.10, draw on said Security Fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Company under this Franchise that are not performed or paid by Company pursuant hereof, including, but not limited to, consultant and attorneys' fees incurred by the City in so performing and paying.
- (k) The collection by City of any damages, monies or penalties from the Security Fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Security Fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

**SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.**

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 and reasonable regulations as may be imposed by the City pursuant to an ordinance or permit requirements adopted consistent with state law, to the extent not inconsistent with a specific term of this Franchise.

**SECTION 7. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

**SECTION 8. OPERATION AND ADMINISTRATION PROVISIONS.**

**8.1. Franchise Fee.**

(a) During the term of the Franchise, the City may charge the Company a franchise fee. Company shall pay to the City a franchise fee in an amount equal to five percent (5%) of annual gross revenue derived by Company from or in connection with the operation of the Cable System to provide Cable Communication Services in the Franchise Area. If during the term of this Franchise, the FCC, federal or state government, or the courts effectively permit the City to impose a Franchise Fee greater than five percent (5%), the City shall have the right to increase the Franchise Fee to take full advantage thereof. The City acknowledges and accepts that Company shall maintain its books and records in accordance with Applicable Law and Generally Accepted Accounting Principles (“GAAP”).

(b) The payment of franchise fees shall be made on a monthly basis and shall be due thirty (30) days after the close of each calendar month. Each franchise fee payment shall be accompanied by a Franchise Fee Worksheet, in the form attached hereto as Exhibit A, prepared by Company showing the basis for the computation of the franchise fees paid during that period.

(c) Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Company.

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the end of a given month shall be delinquent and shall immediately thereafter accrue simple interest at twelve percent (12%) per annum.

**8.2. Franchise Fees Subject to Audit.**

8.2.1 Upon reasonable prior written notice, during regular business hours at Company's principal business office, the City shall have the right to inspect Company's financial records used to calculate the City's franchise fees.

8.2.2 All amounts paid shall be subject to audit and re-computation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount; however, mutually agreed upon payments made as a result of an audit shall be deemed final payments. Audits may be performed during regular business hours, upon no less than twenty (20) days prior written notice no more than once in any twelve (12) month period and the audit period may not extend back beyond the applicable state statute of limitations. If the results of the audit by the City show a discrepancy of more than five percent (5%) in the Franchise fees that were to be paid to the City, Company shall pay reasonable cost of such audit. Upon the completion of any such audit by the City, the City shall provide to Company a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, Company shall have thirty (30) days from the receipt of the report to provide the City with a written response to or refuting the results of the audit, including any substantiating documentation. The City shall determine if any underpayment has occurred and pursue enforcement via the provisions of this Franchise, subject to Company's right of appeal as set forth herein. Upon final determination of any fees underpaid, Company shall remit such payments that may be due within thirty (30) days.

8.2.3 Confidential or proprietary information may be disclosed pursuant to a reasonable non-disclosure agreement. The intent of the parties is to work cooperatively to insure that all books and records reasonably necessary for the City's monitoring and enforcement of the Franchise are provided to the City.

8.2.4 Company acknowledges and agrees that the Franchise fees payable by Company to the City pursuant to Section 8 shall take precedence over all other material provisions of the Franchise and shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of franchise fee under 47 U.S.C. § 542.

8.2.5 Company shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) that do not fall within the definition of a franchise fee under 47 U.S.C. § 542 as a deduction or other credit from or against any of the franchise fees or other payments or contributions to be paid or made by Company to the City pursuant to this Franchise which shall be deemed to be separate and distinct obligations of Company.

8.3. **Oversight of Franchise.** In accordance with Applicable Law, the City shall have the right to, on reasonable prior written notice and in the presence of Company's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Company's compliance with the provisions of this Ordinance

8.4. **Continuation of Franchise Fee.** If this Franchise expires and the City and the Company are unable to agree upon terms of a new Franchise, the franchise fee, if any being imposed by the City at the time

this Franchise expires, will remain in effect until a new Franchise is agreed upon. However, the franchise fee will not remain in effect for more than one (1) year after the Franchise expires as stated in Section 2.7 of this Franchise. If for any reason the Franchise terminates, the franchise fee will terminate at the same time.

8.5 **Periodic Evaluation, Review and Modification.** City and Company acknowledge and agree that the field of cable television is rapidly changing and one which may see many regulatory, technical, financial, marketing, and legal changes during the term of this Franchise. Therefore, in order to provide for the maximum degree of flexibility in this Franchise, and to help achieve an advanced and modern Cable System, the following evaluation provisions will apply:

- (a) The City reserves the right to adopt rules and regulations controlling the procedures as set forth below and the subjects for evaluation sessions. In the absence of any City action taken to exercise these rights, Company shall be subject to the procedures and the subjects described in this Section.
- (b) The City may require, in its sole discretion, that the Company participate in evaluation sessions with the City at any time and from time to time during the term of this Franchise; provided, however, there shall not be more than one (1) evaluation session in any three (3) year period during the Term. However, nothing shall prohibit Company and City from mutually agreeing to have informal reviews as requested or deemed advisable by either party.
- (c) Topics which may be discussed at any evaluation session include, but are not limited to, rates, Channel capacity, the System performance, programming, PEG Access, municipal uses of the System, Subscriber complaints, judicial rulings, FCC rulings and any other topics the City or Company may deem relevant.
- (d) As a result of an evaluation session, the City or Company may determine that an amendment in the terms of this Franchise may be required, that the requirements of the System or this Franchise should be updated, changed or revised, and/or that additional services should be provided by Company (collectively a "Proposed Modification"). If the Proposed Modification is consistent with the terms of this Franchise, the needs of the City and existing state-of-the-art technology, including what is provided by Company in other systems owned, operated or managed by it, its parent company or any affiliated company, Company and the City will, in good faith, review the terms of the Proposed Modification and consider amending this Franchise according to Section 10(2) herein.

8.6. **Records Required and City's Right to Inspect.**

- (a) Company shall make available upon request, at its sole cost and expense, the following records and information relating specifically to the Cable System serving the City:
  - (i) A full and complete set of plans, records and "as-built" drawings and/or maps which shall be updated annually showing the location of the Cable System installed or in use in the City, exclusive of Subscriber service Drops and equipment provided in

Subscribers' homes.

(ii) A summary of trouble calls or complaints, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to the City within thirty (30) days following its request in a form reasonably acceptable to the City.

(b) Upon reasonable notice and during Normal Business Hours, Company shall permit examination by any duly authorized representative of the City of all Franchise property and facilities, together with any appurtenant property and facilities of Company situated within or without the City, and those records relating to this Franchise, that enable the City to carry out its regulatory responsibilities under Applicable Laws and this Franchise. Company shall have the right to be present at any such examination.

8.7. **Reports.** All reports required under this Franchise shall be furnished at the sole expense of Company.

(a) During the first three (3) years following the Effective Date of this Franchise, Company shall provide City with a quarterly report evidencing the progress of System construction and extension of this Franchise.

(b) Company shall provide City with an annual statement, within ninety (90) days of the close of each calendar year end, certified by an Officer of the Company, reflecting the total amounts of Gross Revenues and all payments and computations of the Franchise Fee and the PEG Fee for the previous calendar year.

8.8. **Duty to Cooperate.** Each of Company and City shall use its commercially reasonable efforts to communicate and promptly and in good faith resolve any issues that may arise pursuant to this Franchise.

## **SECTION 9. ABANDONED FACILITIES.**

The Company shall comply with Minnesota Statutes, Section 216D.01 et seq. and Minnesota Rules 7819.3300, as they may be amended from time to time with respect to abandoned facilities located in Public Ways. Company shall maintain records describing the exact location of all abandoned and retired Fiber Optic Cable and any other Cable Communication Systems within the Public Ways, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Fiber Optic Cable and Cable Communication Systems, including abandoned and retired cables and other facilities not located in Public Ways.

## **SECTION 10. CUSTOMER SERVICE STANDARDS; CUSTOMER BILLS; AND PRIVACY PROTECTION.**

10.1. **Customer Service Standards.** The City hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations as amended. Company shall comply in all respects with the customer service requirements established by the FCC and those set forth herein.

10.1.1 The Company will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week. During normal business hours, trained company representatives will be available to respond to customer telephone inquiries. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative.

(a) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(b) The Company shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

(c) Under normal operating conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

(f) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

10.1.2 Under normal operating conditions, each of the following standards will be met no less than ninety five percent (95%) of the time measured on a quarterly basis:

(a) Standard installation will be performed within thirty (30) calendar days after an order has been placed. "Standard" installations are those that are located up to five hundred twenty-five (525) feet from existing distribution system.

(b) Excluding conditions beyond the control of Company, Company will begin working on service interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Company must begin actions to correct other service problems the next business day after notification of the service problem.

(c) The appointment window alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four (4) hour time block during normal business hours. (Company may schedule service calls and other installation activities outside of normal business hours for the express convenience of the Subscriber.)

(d) Company may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

(e) If Company's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

#### 10.1.3 Communications between Company and Subscribers

(a) Company will provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and any time upon request:

- i. Products and services offered;
- ii. Prices and options for programming services and conditions of subscription to programming and other services;
- iii. Installation and service maintenance policies;
- iv. Instructions on how use the Cable Service;
- v. Channel positions on programming carried on the system; and
- vi. Billing and complaint procedures, including the address and telephone number of the Company's local office.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the Company.

(b) Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of any significant changes in the information required by Section 10.

(c) In addition to the requirements of subparagraph (b) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Company shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g. inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Company need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(d) To the extent Company is required to provide notice of service and rate changes to Subscribers, Company may provide such notice using reasonable written means at its sole discretion.

(e) Notwithstanding any other provision of this section, Company shall be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise

fee, or any other fee, tax assessment, or change of any kind imposed by any federal agency, state, or City on the transaction between Company and the Subscriber.

10.1.4 Credits for service will be issued no later than the Subscribers next billing cycle following the determination that a credit is warranted.

10.1.5 Billing:

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Company must respond to a written complaint from a Subscriber within thirty (30) days.

10.1.6 Company shall, upon request, provide the City with any standard form residential Subscriber contract utilized by Company. If no such written contract exists, Company shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered by Company to Subscribers. The length and terms of any Subscriber contract(s) shall be available for public inspection during normal business hours. A list of Company's current Subscriber rates and charges for Cable Services shall be maintained on file with the City and shall be available for public inspection.

10.1.7 If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Company shall, upon request from the Subscriber, credit each Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

10.1.8 Company shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Company imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Company's compliance with all Applicable Laws to the maximum extent legally permissible.

10.1.9 Company shall, upon request, provide the City with information which shall describe in detail Company's compliance with each and every term and provision of Section 10.1.

10.2. **Subscriber Bills.** Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that: (a) is not misleading; and (b) does not omit material information. Notwithstanding anything to the contrary Part 76, § 76.309 of the FCC's rules and regulations as amended, Company may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. § 542(c)).

10.3 **Privacy Protection.**

10.3.1 Company shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

10.3.2 No signals of a class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. For purposes of this provision, a class IV cable communications channel means a signaling path provided by a cable communications system to transmit signals of any type from a Subscriber terminal to another point in the communication system.

10.3.3 No information or data obtained by monitoring transmission of a signal from a subscriber terminal, including but not limited to lists of the names and addresses of the Subscriber or lists that identify the viewing habits of Subscribers, may be sold or otherwise made available to any person other than to the Company, its employees and agents for internal business use, or to the Subscriber who is subject of that information, unless the Company has received specific written authorization from the Subscriber to make the data available.

10.3.4 Written permission from the Subscriber is not required for the Company when conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for purposes of billing. Confidentiality of this information is subject to 10.3.3.

## **SECTION 11. TRANSFER OF CABLE SYSTEM OR FRANCHISE OR CONTROL OF COMPANY.**

Company shall not voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet, or otherwise dispose of, in whole or in part, the Cable System or the Franchise, pursuant to Minnesota Statutes Section 238.083, without prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (1) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of Company in the Franchise or in the Cable System in order to secure indebtedness, or (2) a transfer to an entity directly or indirectly owned or controlled by Company on the condition that City is provided Notice within thirty (30) days of said transfer. Within thirty (30) days of receiving a request for consent in the form of FCC form 394, the City shall, in accordance with FCC rules and regulations, notify the Company in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on Company's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

Pursuant to Minn. Stat. § 238.084, the City has the right to purchase the Cable System if the franchise or Cable System is to be transferred or sold.

**SECTION 12. MISCELLANEOUS PROVISIONS.**

12.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

12.3. **Franchise Administration.** The City shall notify Company of the office or officer of the City responsible for the continuing administration of the Franchise.

12.4. **No Relief from Liability.** Nothing in this Ordinance shall be construed so as to relieve a person from liability arising out of the failure to exercise reasonable care to avoid injuring the City's facilities while performing work connected with the grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.

12.5. **Qualifications Review.** The City considered and approved the Company's technical ability, financial condition and legal qualifications in a full public proceeding that afforded reasonable notice and a reasonable opportunity to be heard.

12.6. **Permits.** Pursuant to applicable local law, the Company shall obtain a permit from the City before commencing construction on its Cable Communications System, including the opening or disturbance of a street, sidewalk, driveway, or public place. In the event that Company fails to meet the conditions of such a permit, the City may seek remedies under this Franchise Agreement.

12.7. **Compliance with City Code and Ordinances.** Wires, conduits, cable and other property and facilities of the Company shall be located, constructed, installed and maintained in compliance with City Code and other City ordinances. The Company must keep and maintain its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the streets and public places of the Franchise Area or endanger the life or property of any person.

12.8. **Compliance with FCC Technical Standards.** The Company shall comply at a minimum with the technical standards promulgated by the Federal Communications Commission relating to cable communications systems contained in subpart K of part 76 of the Federal Communications Commission's rule and regulations relating to cable communications systems and found in Code of Federal Regulations, Title 47, Sections 76.601 to 76.617, as amended from time to time. The results of tests required by the

Federal Communications Commission will be available for onsite review by the City within ten (10) days of filing such tests with the FCC.

12.9. **Special Testing**. The City may require special testing of a location or locations within the System if there is a particular matter of unresolved complaints regarding System construction, operations, signal quality, or installation work pertaining to such location(s). Such tests shall be limited to the particular matter in controversy. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to the Company or to the Subscribers of such testing. Before ordering such test, the Company shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The Company and City shall determine who is to bear the costs of required special testing.

12.10. **Franchise Termination**. Notwithstanding any other provision herein, the City has the right to terminate and cancel the Franchise and the rights and privileges of the Franchise if the Company substantially violates a provision of the Franchise Ordinance or agreement, attempts to evade the provisions of the Franchise Ordinance or agreement, or practices fraud or deceit upon the City. The City shall provide the Company with a written notice of the cause for termination and its intention to terminate the Franchise and shall allow the Company a minimum of thirty (30) days after service of the notice in which to correct the violation. The Company must be provided with an opportunity to be heard at a public hearing before the governing body of the City before the termination of the franchise.

12.11. **Abandonment**. Company, notwithstanding any provision in this Franchise, may abandon a Cable System or a portion of it without having given three (3) months prior written notice to the City. Company shall compensating the City for damages resulting to it from the abandonment.

12.12. **No Waiver of Rights**. Nothing in this Ordinance shall be construed as a waiver of any rights, substantive or procedural, that Company or the City may have under federal or state law unless such waiver is expressly stated herein.

12.13. **Governing Law**. This Franchise shall be deemed to be executed in the State of Minnesota and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Minnesota.

12.14. **Removal**. Upon termination or forfeiture of the Franchise, unless otherwise required by applicable law, the Company shall remove its cable, wires, and appliances from the streets, alleys, and other public places within the Franchise Area if the City so requests. In the event the Company fails to remove its cable, wires, and appliances from the streets, alleys, and other public places within the Franchise Area, the Company will be subject to the procedures of Applicable Laws.

12.15. **Access Channels**. The Company shall provide and make available three (3) channels to be used for PEG programming in accordance with Exhibit C attached hereto. The City shall operate, administer, promote, and manage PEG programming in the Cable Communications System. Neither the Company nor the officers, directors, or employees of the Company are liable for any penalties or damages arising from programming content not originating from or produce by the Company and shown on any public access channel, education access channel, government access channel, leased access channel, or regional channel.

The franchisee shall provide to each of its subscribers who receive Cable Service reception on at least one specially designated access channel.

12.16 **Force Majeure**. In accordance with City Code § 66-76, in the event Company's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented by a cause or event not within the Company's control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of the Company shall include, without limitation, acts of God, civil emergencies and labor unrest or strikes, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, failure or loss of utilities, explosions, act of public enemies, and natural disasters such as floods, earthquakes, landslides and fires.

12.17. **Periodic Evaluations**. City may require, in its sole discretion, that the Company participate in evaluation sessions with the City at any time and from time to time during the term of this Franchise, provided, however, that there shall be no more than one (1) evaluation session in any three (3) year period. Topics that may be discussed at an evaluation session include, but are not limited to, rates, Channel capacity, programming, PEG access, municipal use of the Cable Communications System, customer complaints, judicial rulings, FCC rulings, any other topics the City or Company may deem relevant in light of the changing field of cable television and the regulatory, technical, financial, marketing, and legal changes that may occur during the term of this Franchise.

12.18. **Time of the Essence**. Time is of the essence in the performance of the obligations herein.

Passed and approved: May 13, 2025.

\_\_\_\_\_  
Mayor of the City of Mound, Minnesota

Attest:

\_\_\_\_\_  
City Clerk, City of Mound, Minnesota

**ACCEPTED:** This Franchise is accepted, and we agree to be bound by its terms and conditions.

MIDCONTINENT COMMUNICATIONS  
By: Midcontinent Communications Investor, LLC  
Its: Managing General Partner

Dated: \_\_\_\_\_, 2025

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

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

**EXHIBIT A  
FRANCHISE FEE and PEG FEE PAYMENT WORKSHEET**

**TRADE SECRET – CONFIDENTIAL**

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

*Fee Factor: 5%*

PEG Fee				

**EXHIBIT B**  
**SYSTEM EXTENSION AREA**

Midcontinent Communications will, subject to availability of right-of-way access on commercially reasonable terms, extend its system in Mound in accordance with the phasing schedule depicted on the attached map. Midcontinent Communications reserves the right to adjust construction phasing as necessary, provided that, the company must complete the entire initial build by the conclusion of Phase 3 at the end of 2027.

Phase 1: 2025-2026

Phase 2: 2026-2027

Phase 3: 2026-2027

*(Build-Out Map to be Inserted)*

**EXHIBIT C**  
**PEG ACCESS FACILITIES AND EQUIPMENT**

(1) PEG Access Channels.

- a. Company shall provide to each of its Subscribers who receive Cable Services reception on at least on (1) specially designated noncommercial public access Channel available for use by the general public on a first-come, first-served, nondiscriminatory basis; at least one (1) specially designated access Channel for use by local educational authorities; and at least one (1) specially designated access Channel available for government use (hereinafter referred to as the “PEG Channels”). The VHF spectrum must be used for at least one (1) of the PEG Channels required in this paragraph.
- b. The PEG Channels shall be dedicated to PEG use for the term of this Franchise, provided that the Company may utilize any portions of the PEG Channels not scheduled for PEG use. City shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).
- c. Company shall designate Channel 6 for uniform regional channel usage currently provided by “Metro Channel 6” as required by Minn. Stat. § 238.43. Programming on this regional channel shall include a broad range of informational, educational, and public service programs and materials to cable television Subscribers throughout the Twin Cities metropolitan area.
- d. City may in its sole discretion negotiate agreements with neighboring jurisdictions served by the same Cable Communications System, educational institutions, or others to share the operating expenses of the PEG Channels. City and Company may negotiate an agreement for management of PEG Channels, PEG facilities, and PEG equipment.
- e. Company shall meet FCC signal quality standards when offering PEG Channels on its Cable Communications System.
- f. City shall retain title to all PEG equipment and facilities purchased or otherwise acquired for PEG purposes.

(2) PEG Access Fee.

- a. Upon Company’s acceptance of this Franchise, Company shall collect on behalf of City a per Subscriber fee of One and 20/100 Dollars (\$1.20) per month solely to fund public, educational and governmental access expenditures (“PEG Fee”). The PEG Fee shall be payable monthly at the same time as the franchise fees under Section 8 of the Ordinance and is included in the Franchise Fee Worksheet. The City shall have the right, no more than every two (2) years during the term of the Franchise, to increase or decrease the

PEG Fee by providing Company ninety (90) days advance written notice. No single increase in the PEG Fee shall exceed fifteen cents (\$0.15) per Subscriber.

- b. The PEG Fee shall be used by the City in its sole discretion to fund PEG Channels in a manner consistent with all applicable laws and regulations.
- c. The PEG Fee is not intended to represent part of the franchise fee and is intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible in accordance with 47 U.S.C. § 542 and other applicable laws. Company agrees that it will not offset or reduce its payment of past, present or future franchise fees required as a result of its obligation to remit the PEG Fee.

**CITY OF MOUND,  
RESOLUTION NO. 25-48**

**RESOLUTION AUTHORIZING PUBLICATION BY TITLE AND SUMMARY  
PURSUANT TO MINN. STAT. §412.191, SUBD. 4 OF AN ORDINANCE  
GRANTING MIDCONTINENT COMMUNICATIONS, ITS SUCCESSORS AND  
ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE,  
REPAIR AND MAINTAIN A FIBER OPTIC CABLE SYSTEM FOR PUBLIC AND  
PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE  
CITY OF MOUND, HENNEPIN COUNTY, MINNESOTA, FOR SUCH PURPOSE;  
AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF**

WHEREAS, the City Council of the City of Mound on May 13, 2025 adopted Ordinance No. 3-2025, *An ordinance granting Midcontinent Communications, its successors and assigns, a nonexclusive franchise to construct, operate, repair and maintain a fiber optic cable system for public and private use and to use the public ways and grounds of the City of Mound, Hennepin County, Minnesota, for such purpose; and, prescribing certain terms and conditions thereof;* and

WHEREAS, Minn. Stat. §412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the City Council has determined that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mound that the city clerk shall cause the following summary of Ordinance No. 3-2025 to be published in the official newspaper in lieu of the entire ordinance:

**Public Notice**

On May 13, 2025, the City Council of the City of Mound adopted Ordinance No.3 - 2025, *An ordinance granting Midcontinent Communications, its successors and assigns, a nonexclusive franchise to construct, operate, repair and maintain a fiber optic cable system for public and private use and to use the public ways and grounds of the City of Mound, Hennepin County, Minnesota, for such purpose; and, prescribing certain terms and conditions thereof.* Ordinance No. 3-2025 grants a non-exclusive franchise to construct, operate, repair, and maintain a fiber optic cable system for public and private use and to use the public ways and ground of the City to Midcontinent Communications. The Ordinance provides the terms and conditions of the franchise.

A printed copy of the entire Ordinance is available for inspection and copying at the Mound City Hall located at Mound City Hall located at 2415 Wilshire Boulevard, Mound, Minnesota, 55364.

BE IT FURTHER RESOLVED, by the City Council of the City of Mound that the city clerk keep a copy of the Ordinance in his office at City Hall for public inspection and that he post a full copy of the Ordinance on the City's website and in a public place in City Hall.

Adopted by the City Council for the City of Mound this 13<sup>th</sup> day of May, 2025.

Mayor Jason R. Holt

Attest: Kevin Kelly, Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

May 7, 2025

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

RE: 2025 Seal Coat Project  
City Project No. PW-25-07  
Award of Quote

Dear Mayor and Members of the City Council:

The areas to be repaired with this project are all the 2013 Street Reconstruction Project areas and fog sealing of the Andrews Sisters Trail.

Quotes were requested from three contractors, due by May 6<sup>th</sup> with two responses as follows:

- |                       |              |
|-----------------------|--------------|
| 1. ALLIED BLACKTOP    | \$115,018.00 |
| 2. PEARSON BROS, INC. | \$126,752.00 |

Allied Blacktop, of Maple Grove, MN, has successfully completed several seal coating projects for the City in the past. The contractor is required to complete this work by September 26, 2025.

It is our recommendation to award the 2025 Seal Coat Project to Allied Blacktop in the amount of \$115,018.00. A resolution is included recommending award of contract in this amount to Allied Blacktop.

Sincerely,

**Bolton & Menk, Inc.**

Matthew S. Bauman, P.E.

City Engineer

**CITY OF MOUND  
RESOLUTION NO. 25-49**

**RESOLUTION ACCEPTING BID FOR  
THE 2025 SEAL COAT PROJECT (PW-25-07)**

**WHEREAS**, the City has an annual road maintenance program consisting of crack repair and seal coating that is contracted work and funded by the City's crack repair fund; and

**WHEREAS**, this type of road maintenance is typically completed initially on streets that are four to six years old and repeated seven to ten years later; and

**WHEREAS**, the 2025 seal coat project area includes the bituminous streets reconstructed with the 2013 Street Reconstruction Projects and fog sealing of Andrews Sisters Trail; and

**WHEREAS**, the seal coat is estimated to cost less than \$175,000, the statutory limit requiring public advertisement for bids; and

**WHEREAS**, three quotes were solicited, and two were received on May 6, 2025, at the office of Bolton & Menk, Inc. and it appears that Allied Blacktop is the lowest responsible bidder;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Mound, Minnesota, that the Mayor and City Clerk are hereby authorized and directed to enter into a contract with Allied Blacktop in the name of the City of Mound for the 2025 Seal Coat Project in the amount of \$115,018.00.

Adopted by the City Council this 13<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Jason R. Holt, Mayor

ATTEST: \_\_\_\_\_  
Kevin Kelly, City Clerk



## APRIL 2025 VS 2024

	DATE		SALES			CUSTOMERS			AVERAGE TICKET			GROSS PROFIT %		
	25	24	25	24	+/-	25	24	+/-	25	24	+/-	25	24	+/-
Monday		1		6,680	-100%		269	-100%	#DIV/0!	25	#DIV/0!		32	-100%
Tuesday	1	2	7,316	7,169	2%	267	257	4%	27	28	-2%	33	31	6%
Wednesday	2	3	7,278	6,483	12%	273	259	5%	27	25	7%	32	32	0%
Thursday	3	4	8,161	9,294	-12%	292	311	-6%	28	30	-6%	32	32	0%
Friday	4	5	14,706	18,618	-21%	457	522	-12%	32	36	-10%	30	30	0%
Saturday	5	6	12,004	11,683	3%	397	358	11%	30	33	-7%	33	32	3%
Sunday	6	7	7,209	5,636	28%	279	214	30%	26	26	-2%	33	32	3%
Monday	7	8	5,464	6,993	-22%	233	256	-9%	23	27	-14%	33	31	6%
Tuesday	8	9	6,147	7,435	-17%	245	275	-11%	25	27	-7%	32	32	0%
Wednesday	9	10	6,541	7,812	-16%	284	300	-5%	23	26	-12%	34	31	10%
Thursday	10	11	7,376	9,921	-26%	288	300	-4%	26	33	-23%	32	32	0%
Friday	11	12	14,947	14,747	1%	482	495	-3%	31	30	4%	30	29	3%
Saturday	12	13	12,305	14,836	-17%	402	479	-16%	31	31	-1%	33	31	6%
Sunday	13	14	7,572	8,502	-11%	276	280	-1%	27	30	-10%	32	30	7%
Monday	14	15	6,320	6,652	-5%	240	267	-10%	26	25	6%	33	32	3%
Tuesday	15	16	7,515	7,345	2%	285	232	23%	26	32	-17%	32	30	7%
Wednesday	16	17	6,975	8,695	-20%	278	304	-9%	25	29	-12%	32	31	3%
Thursday	17	18	9,390	9,675	-3%	342	294	16%	27	33	-17%	32	31	3%
Friday	18	19	15,917	14,572	9%	483	442	9%	33	33	0%	30	29	3%
Saturday	19	20	16,816	13,053	29%	482	381	27%	35	34	2%	33	32	3%
Sunday	20	21	0	6,713	-100%	0	246	-100%	#DIV/0!	27	#DIV/0!	0	31	-100%
Monday	21	22	7,797	7,411	5%	297	268	11%	26	28	-5%	32	31	3%
Tuesday	22	23	6,416	8,023	-20%	288	294	-2%	22	27	-18%	33	32	3%
Wednesday	23	24	7,108	7,820	-9%	297	281	6%	24	28	-14%	33	30	10%
Thursday	24	25	8,551	9,706	-12%	300	330	-9%	29	29	-3%	32	30	7%
Friday	25	26	13,664	14,648	-7%	455	453	0%	30	32	-7%	31	30	3%
Saturday	26	27	12,750	12,806	0%	397	413	-4%	32	31	4%	35	31	13%
Sunday	27	28	4,897	6,222	-21%	213	229	-7%	23	27	-15%	33	33	0%
Monday	28	29	7,307	7,521	-3%	290	268	8%	25	28	-10%	33	32	3%
Tuesday	29	30	8,237	8,189	1%	303	307	-1%	27	27	2%	32	31	3%
Wednesday	30		6,677		#DIV/0!	266		#DIV/0!	25	#DIV/0!	#DIV/0!	33		#####
<b>TOTAL - April</b>			<b>263,362</b>	<b>284,860</b>	<b>-8%</b>	<b>9,391</b>	<b>9,584</b>	<b>-2%</b>	<b>28</b>	<b>30</b>	<b>-6%</b>	<b>32</b>	<b>31</b>	



## 2025 VS 2024

	Sales			Customer			Avg Ticket		
	2025	2024	+/-	2025	2024	+/-	2025	2024	+/-
January	242,580	244,805	-1%	8,483	8,555	-1%	29	29	0%
February	238,136	296,813	-20%	7,577	9,052	-16%	31	33	-4%
March	250,597	277,884	-10%	9,078	9,458	-4%	28	29	-6%
<b>FIRST QTR</b>	<b>731,313</b>	<b>819,502</b>	<b>-11%</b>	<b>25,138</b>	<b>27,065</b>	<b>-7%</b>	<b>29</b>	<b>30</b>	<b>-4%</b>
April	263,362	284,860	-8%	9,391	9,584	-2%	28	30	-6%
<b>TOTAL - YTD</b>	<b>994,675</b>	<b>1,104,361</b>	<b>-10%</b>	<b>34,529</b>	<b>36,649</b>	<b>-6%</b>	<b>29</b>	<b>30</b>	<b>-4%</b>

**Andrew Myers**  
State Representative  
Co-Chair Suburban Solutions Caucus  
Hennepin County



# Minnesota House of Representatives

4/29/2025

To Whom It May Concern:

I am writing to express my strong support for the City of Mound's request for federal Community Project Funding to construct a new water treatment facility that will deliver safe, clean drinking water to the city's more than 10,000 residents.

Mound is currently dealing with elevated levels of manganese in its water supply—a contaminant that poses documented health risks, particularly to infants and other vulnerable populations. The proposed facility is critical to removing manganese and ensuring the city's water system meets public health and regulatory standards.

The total estimated cost of the project is \$36 million. As of 2024, the State of Minnesota has committed \$10.3 million toward the effort, and the City has submitted additional bonding requests during the 2025 legislative session. However, future state funding is not guaranteed. Federal support is essential to closing the funding gap and moving this project forward. While the City is evaluating its full financial capacity, the scale of this investment makes state and federal assistance indispensable.

This is a fiscally responsible, high-impact infrastructure project that exemplifies the value of collaboration across local, state, and federal levels. I urge full consideration of the City of Mound's funding request and strongly support its inclusion in the final Community Project Funding portfolio.

Thank you for your attention to this important matter and for your continued support of critical clean water infrastructure.

Sincerely,

A blue ink handwritten signature of Andrew Myers, consisting of a large initial 'A' followed by a series of connected loops and a trailing line.

Andrew Myers  
State Representative  
Minnesota House of Representatives





**Senator Ann Johnson Stewart**  
District 45

95 University Ave.   
St. Paul, MN 55155  
Office 3205

651-296-9261   
sen.ajohnsonstewart@mnsenate.gov 

April 29, 2025

Representative Kelly Morrison  
1205 Longworth House Office Building  
Washington, DC 20515

Via electronic delivery

Dear Representative Morrison,

I respectfully ask you to support the City of Mound's Community Project Funding request for a new water treatment facility. Mound served notice to its residents in 2021 of the elevated manganese levels in the drinking water, and the city leadership has been working diligently ever since to solve the problem and bring the manganese levels below the Minnesota Department of Health's recommendation.

Realizing the goal of building a new water treatment facility is a daunting task financially and Mound is attempting to exhaust every possible resource, one of which is Community Project Funding. By helping close the funding gap through this program, the City of Mound can solve the manganese problem without having to raise utility rates drastically. As a member of the Senate Capital Investment Committee, I am working hard to support this at the state level as well by advocating for its inclusion in a robust bonding bill and highlighting it as a high priority project to my Senate colleagues.

Access to clean drinking water should be a right for every resident of Mound, Minnesota, and the United States, and as elected representatives we have the opportunity to help make that a reality by continuing to prioritize infrastructure projects like this one.

Please help the City of Mound secure this important funding and provide clean safe drinking water to the community.

Sincerely,

A handwritten signature in cursive script that reads "Ann Johnson Stewart".

Ann Johnson Stewart  
State Senator, District 45



# RELEASE: Rep. Andrew Myers Introduces Clean Drinking Water Bill to Support Minnesota Communities

Minnesota House GOP sent this bulletin at 04/28/2025 05:46 PM CDT

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## Rep. Andrew Myers

DISTRICT 45A

 NEWS



April 28, 2025

### FOR IMMEDIATE RELEASE

#### MEDIA CONTACT:

Caleb Jungling, 651.296.5529 (desk)

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#### News Release

### Rep. Andrew Myers Introduces Clean Drinking Water Bill to Support Minnesota Communities

**St. Paul, MN** – State Representative Andrew Myers (R-Tonka Bay) has introduced legislation to help deliver clean, safe drinking water to families across Minnesota. As the Co-Chair of the Suburban Solutions Caucus, Myers understands how important access to clean and safe drinking water is for all of us.

[House File 3252](#) takes a commonsense approach by offering multiple solutions to address water contamination, focusing on treating the problem directly at the point where water enters homes. Myers said the bill is designed to be flexible, affordable, and responsive to the needs of local communities.

"Clean drinking water is something every family should be able to count on," said Rep. Myers. "Rather than relying only on massive water treatment plants that can cost \$30 to \$40 million and take years to complete and put heavy financial burdens on our local communities, this bill puts forward options that can protect people more quickly and responsibly."

HF 3252 identifies specific areas around the state, like Mound and other impacted communities, where contamination has been found. The bill encourages working with local partners and new technologies to provide safer drinking water without placing unnecessary strain on taxpayers.

"Working together with our communities and investing in smarter technologies is the key to moving forward," Myers said. "I'll also continue working to secure and invest bonding dollars for clean water projects. Clean water is vital for every Minnesotan, and we need to tackle this problem head-on."

HF3252 was officially introduced last Friday and is awaiting its first hearing in the Minnesota House of Representatives.

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/RepAndrewMyers

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