



City Council

Monday, December 1, 2025

6:30 PM

Elk River City Hall

Regular Meeting & Work Session Agenda

- Regular meeting in Council Chambers
- Work Session meeting in Upper Town Conference Room immediately following regular meeting

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

Considered to be routine and noncontroversial and will be approved by one motion. There will be no separate discussion of these items unless there is a request to remove the item from the consent agenda to the regular agenda.

4.1 November 03, 2025, Meeting Minutes

4.2 November 17, 2025 Minutes

4.3 Check Register

4.4 Resolution 25-73: Revoking Tobacco License for Elk River Tobacco LLC

4.5 Resolution 25-74 Levying Special Assessments for Abatement of Ordinance Violations

4.6 Resolution 25-75 Levying Special Assessments for Unpaid Garbage Service Fees

4.7 Agreement 25-35: Sherburne County Assessment Services

4.8 2026 - 2030 Capital Improvement Plan

4.9 Housing and Redevelopment Authority Appointment

4.10 Project Closeout: Rivers Edge Commons Park Renovations

4.11 Agreement 25-36: Waste Management Services

4.12 Authorize Grant Agreement 25-37 for Intensive Comprehensive Peace Officer Education and Training 2026

5. OPEN FORUM

An opportunity to provide comments and feedback regarding items not on the agenda. Information provided in Open Forum will not be discussed at this meeting; rather, the information will be referred to staff and/or scheduled for discussion at a future meeting.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 Introduction of New Employees

6.2 Community Event Center Commission Candidate Interview

6.3 Sister City Meeting Update

7. PUBLIC HEARINGS

An opportunity for the public to express their opinions and raise questions pertaining to the agenda item. All comments become part of the official public record. For this reason, all comments must be made at the podium so they can be heard and recorded. Comments may also be provided in writing. There will not be deliberations, discussions, or answers to questions until the hearing is closed. It is important to be courteous and allow each presenter to comment before adding additional testimony.

7.1 2026 Budget and Tax Levy Resolution 25-76

8. GENERAL BUSINESS

Items in which the information is presented by city staff or consultants, then deliberation and action occur. General Business items are not opportunities to receive or provide public input. However, the presiding officer may, at its sole discretion, solicit public feedback.

8.1 Discuss Work Session Items

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. WORK SESSION

Work Sessions are less formal meetings to encourage dialog. Official action or votes are not typically taken. At the conclusion of a discussion, a simple consensus provides staff direction for execution of the item. This portion of the agenda is audio recorded but not video recorded or broadcast. Work Sessions are open to the public; however, visitors who wish to provide input must be invited by the presiding officer, assume a seat at the discussion table and provide their full name and address for the official record.

11.1 Cannabound Business Plan

11.2 Elk River Landfill Expansion EAW/EIS Comment Period

11.3 Vehicle Acquisition and Replacement Policy Manual

11.4 Personnel Policy Manual Update

11.5 On-Call Fire Department Staff Compensation Plan Changes

12. CLOSED MEETING - LELS #589 COLLECTIVE BARGAINING AGREEMENT

12.1 Statement to be read by the Mayor:

"The City Council will be closing the meeting pursuant to MN Statute Section 13D.03, Subdivision 1(b). The Council will discuss the city's labor negotiation strategy related to the city's negotiations with the Collective Bargaining Agreement, LELS 589."

12.2 Motion Calling Closed Meeting

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



12.3 Hold Closed Meeting

13. MOTION TO ADJOURN

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**Meeting of the City Council
Held at the Elk River City Hall
Monday, November 3, 2025**

Members Present: Mayor John Dietz, Councilmember Cory Grupa, Councilmember J. Brian Calva, Councilmember Mike Beyer, Councilmember Jennifer Wagner

Members Absent: None

Staff Present: City Administrator Cal Portner, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Fire Chief Mark Dickinson, Assistant Fire Chief Joe Libor, Deputy Chief Casey Neuman, Fire Prevention Specialist Jeff Smith, Police Chief David Kuhnly, Human Resources Manager Lauren Wipper, Finance Manager Lori Stich, Accountant Jill Knutson, Sr Communications Coordinator Starr Sorheim, Communications Coordinator Klara Porath, Liquor Operations Manager Joe Audette, CannaBound Store Manager Jaquara Jackson, Records Specialist Dawn Robertson.

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 06:30 PM.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Moved by Councilmember Grupa and seconded by Councilmember Calva to approve the agenda. Motion Carried 5-0.

4. CONSENT AGENDA

Moved by Councilmember Beyer and seconded by Councilmember Wagner to approve the following consent items as outlined in their respective staff reports. Motion Carried 5-0.

4.1 October 6, 2025, Minutes

4.2 October 20, 2025, Minutes

4.3 Check Register

4.4 Professional Services Agreement 25-31: Statewide Affordable Housing Aid Disbursement to Main Street Family Services

4.5 Agreement 25-32: Architectural Services with LSE Architects for Northbound/Cannabound.

4.6 Ordinance Amendment 25-15: Community Event Center Commission

4.7 Resolution 25 - 64: Final Plat of Oakwater Ridge First Addition

5. OPEN FORUM

No one appeared for open forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

No presentations, awards, or recognitions.

7. PUBLIC HEARINGS

7.1 Conditional Use Permit CU 24-22: Winlectric CUP Revocation Hearing

The staff report was presented.

Billy Jansen, 12777 Meadowvale Rd NW, a Winlectric employee, stated that the fence work is starting Wednesday, Nov. 4, and there should be no reason it is not completed by the deadline.

Mayor Deitz asked to vote to prepare the revocation, and if the fence is complete, not to act on it.

Mayor Dietz opened the public hearing. There being no one to speak to this matter, Mayor Dietz closed the public hearing.

Moved by Mayor Dietz and seconded by Councilmember Calva to receive evidence and testimony regarding the revocation of Conditional Use Permits (CU 22-11 & CU 24-22), issued to Elk River Winlectric at 12777 Meadowvale Road NW, and, at the conclusion of the hearing, the Council directed staff to prepare a resolution revoking the Conditional Use Permits; and allow the property owner to avoid revocation of the CUP if all outdoor materials are properly stored behind fencing, within the building, or removed from the property by November 17, 2025.

Councilmember Wagner asked the applicant if he understood the action taken by the Council. Mr. Jansen stated he understood what had been voted on.

Motion carried 5-0.

8. GENERAL BUSINESS

8.1 Discuss Work Session Items

Mr. Portner provided information regarding the signing of the Sister City documentation taking place on November 17, 2025, at 9 a.m.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

The Councilmembers provided updates as outlined in the respective advisory board's minutes.

10. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Wagner and seconded by Councilmember Calva to adjourn the meeting of City Council. Motion carried 5-0.

The meeting adjourned at 6:46 p.m.

11. WORK SESSION

Pursuant to due call and notice thereof, the meeting was called to order at 06:52 p.m.

11.1 Northbound/Cannabound Store Design Update

The staff report was presented. Mr. Stremcha invited the Council to the Minnesota Municipal Cannabis Coalition, hosted by the City of Anoka.

He stated the store design team has continued to refine and enhance the store layout and shared the store layout changes. He noted the following Northbound:

- It no longer has a tasting room; tastings will be featured near the check-out area.
- Reconfigured office space, moved the CannaBound office out, and created shared office space for managers.
- There is now an emergency exit corridor. This is where the restrooms, custodial, mechanical, and IT closets are located.
- Communal breakroom, controlled by key fobs.

Cannabound:

- Waiting area, to allow for the 3:1 ratio allowed in the store at one time
- Deliveries can tentatively be delivered through a vestibule-type area versus a sally port.
- The vault is now located in the center of the store.

- Office staff will share space.

The Council expressed the following comments, and Mr. Stremcha was able to provide follow-up to those comments.

- The two stores should be flipped. People may not see the liquor store on Hwy 169. Mr. Stremcha stated there will be branding on the 26-foot side wall of the building for the liquor store. There will be visible monument signage. If the Cannabound store is on the east side, the loading docks to Northbound will be visible to traffic on Hwy 169 and on the frontage road.
- Cars passing the store on Evans St will only see the CannaBound sign because the liquor sign is too high. Mr. Stremcha stated the sight line allows for both signs to be visible.

11.2 Fire Station No. 1 Space Needs Update

The staff report was presented. Chief Dickinson, his staff, and designers have been thorough with the reiteration on this design, and have only what the fire department feels is necessary for this community. He shared cost estimates, including the cost of the ambulance area, and estimated the cost per year if the city delays construction.

The fire staff presented the process they used to determine the spaces and square footage they need at the proposed Fire Station 1. The proposed square footage was compared with other cities' fire departments with similar demographics.

Chief Dickinson articulated the importance of the need for offices at Fire Station 1, stating that some community members stop in weekly, and staff are not able to meet them, since all staff's offices are at Fire Station 2. He stated that having some full-time staff office out of Fire Station 1 will increase response times; right now, staff must drive from Fire Station 2 to get proper apparatus and then respond to an emergency. The Chief also noted OSHA requires physical fitness for duty; therefore, some training and fitness equipment will be necessary to have at Fire Station 1.

Chief Dickinson stated they want to build for the future and have a conversation about full-time firefighters eventually. Currently, they rely on all stations to respond to calls. Chief Dickinson stated that the Emergency Operations Center is currently too full for training. All firefighters and command staff meet once a month and use the EOC. Some people have to stand for the meetings. Chief Neuman stated that all three fire stations are used for training; staff often train at other stations. Most of the time, the three stations are used at the same time; therefore, a training room is necessary for Fire Station 1.

The Council would like to meet with the Ambulance Service Board to discuss funding a portion of the Fire Department.

The Council concurred that they are not in favor of starting the project until it has been approved by voters.

The Council directed staff to have the architect continue designing Fire Station 1.

11.3 Community Service Officer Tuition Reimbursement

The staff report was presented. Chief Kuhnly presented to the Council a proposal to offer tuition reimbursement for part-time Community Service Officers. It would be for those enrolled in a law enforcement program, and they would only be eligible if they commit to working for Elk River.

Council agreed to put it on a future agenda.

11.4 Cannabound Branding

The staff report was presented. Ms. Starr Sorheim presented data showing who the target users are for the cannabis store. She emphasized the importance of incorporating a marijuana leaf into the branding, as people are visual.

The Council expressed the following comments:

As far as marketing and design go, Councilmembers were asking about why "Cannabound" was on two separate lines compared to "Northbound." Noting they were looking for consistency.

The Council is in agreement that there should be a visual leaf, but it should not be an in-your-face marijuana leaf. Councilmember Wagner created some images to share with staff, showing several modernized images of the leaf to use as examples when recreating the leaf for Cannabound.

Council directed staff to bring new ideas to the next meeting for consideration.

11.5 Compensation Plan Update

Ms. Wipper presented the staff report.

Ms Wipper stated that the information she shared in her presentation is from cities comparable to Elk River and the League of MN Cities. Many of our peer cities have implemented compensation plan adjustments to become competitive in the same market, which has left Elk River 2-7% behind the average of our peer group. The City Council's goal has been to be at the average of our comparison cities.

Mr. Portner stated Elk River is recruiting in competition with other cities for their talent and needs to be competitive in pay. And the current budget includes about 1.25% of payroll for market adjustments. A midyear implementation would allow for most of the cost to fit within the proposed budget.

The Mayor asked staff to create a plan for Council to approve a mid-year 2026 market adjustment with a 2.75% January 1 COLA increase.

11.6 2026 Budget

Mayor Dietz opened the budget discussion.

Councilmembers concurred that there are no service level changes desired, and the budget, as

proposed, has few options to cut. Mayor Dietz suggested removing the Community Risk Reduction Specialist fire position, indicating he is unsure of the added work responsibilities beyond adding another full-time firefighter to help respond to calls during the day. The Council consensus was to retain the position in the budget.

Mr. Portner explained to the Council that the current budget expenditures are on track, which indicates that the previous budget had very few discretionary spending options. Mr. Portner asked about the added cost of the nonunion compensation market study. Council further discussed funding the additional cost.

Mayor Deitz shared with the Council the consideration of the Utilities Commission regarding the change in PILOT. ERMU will consider increasing the PILOT by 1% and bill the city for street lighting. This will increase the transfer by about \$270,000, including a potential rate increase. Many utilities also provide a PILOT for the water system, which would be \$65–70k. The city would want to implement a streetlight utility to pay for the utility bill. ERMU will vote on it at the November meeting. A rate study is also being done, and he expects it to pass.

The Council's consensus was to maintain the preliminary levy for the final budget and use the possible increased revenue from ERMU to offset the decrease in Liquor Fund transfers in 2027.

12. MOTION TO ADJOURN

Moved by Councilmember Calva and seconded by Councilmember Wagner to adjourn the meeting of City Council. Motion Carried 5-0.

The meeting adjourned at 10:43 PM

Minutes prepared by Records Specialist Dawn Robertson

13. INFORMATION

13.1 September Financial Reports

John J. Dietz, Mayor

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.2

Meeting Date
December 1, 2025

Prepared By

Item Description
November 17, 2025 Minutes

Reviewed by
Cal Portner
Tina Allard

Action Requested

Background/Discussion

Financial Impact

Mission/Policy/Goal
Explain how this meets the city's mission, current policies and/or council goals

Attachments
None

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Request for Action

To
City Council

Item Number
4.3

Meeting Date
December 1, 2025

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the check registers for the period ending December 1, 2025.

Background/Discussion

The details for the period ending December 1, 2025, are attached to this request for action.

Total for All Funds	\$2,300,240.01
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Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments

1. 4.2 at1 Check Register
2. 4.2 at2 Check Register

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ASPEN MILLS						
101						
364751	1	NAMETAG - TOKPAH, M.	Invoice	11/10/2025	34.85	101-4-2320-4217
101						
365130	1	UNIFORMS - WILLIAMS	Invoice	11/17/2025	26.51	101-4-2130-4217
Total 10749 ASPEN MILLS:					61.36	
ASSOC OF MN COUNTIES						
101						
2025 MCCFMA CONF	1	2025 MCCFMA CONF - LORE	Invoice	10/15/2025	100.00	101-4-1600-4331
101						
2025 MCCFMA CONF	2	2025 MCCFMA CONF - PELARSKI	Invoice	10/15/2025	150.00	101-4-1600-4331
Total 10773 ASSOC OF MN COUNTIES:					250.00	
CITY OF MONTICELLO						
101						
44098	1	ANIMAL CONTROL CHARGES-OCT	Invoice	11/07/2025	208.00	101-4-2150-4409
Total 27050 CITY OF MONTICELLO:					208.00	
DAVID WILLIAMS						
101						
11122025 DW	1	REIMB BOOTS- D WILLIAMS	Invoice	11/12/2025	160.00	101-4-2130-4217
Total 36402 DAVID WILLIAMS:					160.00	
ELK RIVER COMPOSTING INC						
290						
1409	1	LEAF/GRASS HAULING-OCT	Invoice	11/07/2025	16,481.25	290-4-9220-4409
Total 12854 ELK RIVER COMPOSTING INC:					16,481.25	
KNIFE RIVER MATERIALS						
101						
1150247	1	SUPPLIES	Invoice	11/06/2025	486.00	101-4-5110-4219
101						
82404	1	SUPPLIES	Invoice	11/05/2025	1,191.00	101-4-5110-4219
Total 23180 KNIFE RIVER MATERIALS:					1,677.00	
LANO EQUIPMENT INC						
101						
2-1200294	1	PARTS	Invoice	11/19/2025	632.72	101-4-3120-4221
Total 23575 LANO EQUIPMENT INC:					632.72	
MEDICINE LAKE TOURS						
101						
11132025 - 12/4/25	1	A CHRISTMAS CAROL TRIP 12/4/25	Invoice	11/14/2025	2,088.00	101-4-5510-4409
Total 13038 MEDICINE LAKE TOURS:					2,088.00	
MINNESOTA EQUIPMENT						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
P63996	1	PARTS	Invoice	11/12/2025	323.17	101-4-5110-4221
Total 12620 MINNESOTA EQUIPMENT:					323.17	
PETERSON COMPANIES, INC.						
221						
61814	1	FENCE REPAIRS	Invoice	11/17/2025	6,310.00	221-4-5400-4401
Total 11738 PETERSON COMPANIES, INC.:					6,310.00	
PRINCETON RENTAL INC						
101						
1-579477	1	SUPPLIES	Invoice	11/07/2025	980.98	101-4-3120-4219
101						
1-579564	1	SUPPLIES	Invoice	11/12/2025	103.48	101-4-3120-4219
101						
1-579592	1	SUPPLIES	Invoice	11/13/2025	332.99	101-4-5110-4219
Total 10469 PRINCETON RENTAL INC:					1,417.45	
RICHARD THOMPSON						
101						
11-18-25 GOPHER	1	GOPHER BOUNTY 2025-THOMPSON	Invoice	11/18/2025	66.00	101-4-1110-4440
Total 34308 RICHARD THOMPSON:					66.00	
TARA A BRUESKE						
101						
125 - 12/15/25	1	ENTERTAINMENT 12/15/25	Invoice	07/16/2025	450.00	101-4-5510-4409
Total 14804 TARA A BRUESKE:					450.00	
A - Z RESTAURANT EQUIPMENT						
221						
129662	1	CONCESSIONS/CATERING SUPPLIE	Invoice	11/18/2025	52.65	221-4-5430-4219
Total 10160 A - Z RESTAURANT EQUIPMENT:					52.65	
ADVANCED ENGINEERING AND						
602						
106660	1	ENGINEERING SVCS - JONNY POP	Invoice	11/11/2025	5,048.25	602-4-9010-4313
406						
106699	1	NE SUB AREA STUDY	Invoice	11/11/2025	4,843.37	406-4-8030-4319
Total 14907 ADVANCED ENGINEERING AND:					9,891.62	
AID ELECTRIC CORPORATION						
101						
1204130	1	LIGHT REPAIRS - GAS CANOPY/PW	Invoice	11/13/2025	924.76	101-4-3120-4401
603						
1204152	1	ELECTRICAL SERVICES - ADD RECE	Invoice	11/13/2025	365.68	603-4-9152-4404
101						
1204153	1	FREQUENCY DRIVE FOR GARAGE D	Invoice	11/13/2025	316.00	101-4-3120-4401
Total 10373 AID ELECTRIC CORPORATION:					1,606.44	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
AM CRAFT SPIRITS SALES & MARKETING						
603						
21639	1	POP/MISC	Invoice	11/14/2025	560.00	603-4-9111-4255
603						
21639	2	FREIGHT	Invoice	11/14/2025	4.35	603-4-9111-4332
Total 52518 AM CRAFT SPIRITS SALES & MARKETING:					564.35	
AMAZON CAPITAL SERVICES						
101						
17HT-MRY6-4P47	1	VACUUM FOR PS GARAGE	Invoice	11/18/2025	439.00	101-4-2190-4219
101						
17HT-MRY6-MQM3	1	SUPPLIES - DT TREE LIGHTING	Invoice	11/19/2025	31.76	101-4-5220-4219
101						
19D9-YVQN-7HDT	1	POCKET CALENDAR RETURN	Invoice	11/16/2025	13.81-	101-4-1220-4201
101						
1DKF-TPKH-C7DF	1	PROGRAM SUPPLIES	Invoice	11/17/2025	82.33	101-4-5510-4219
221						
1H66-1DH4-66C6	1	SIGN HOLDERS	Invoice	11/17/2025	75.98	221-4-5400-4219
101						
1HQD-1DF3-KC4G	1	COFFEE - CH	Invoice	11/07/2025	101.04	101-4-1600-4219
101						
1MNQ-PYWH-4RH6	1	DETECTIVE UNIT SUPPLIES	Invoice	11/20/2025	542.79	101-4-2130-4219
101						
1XYD-D4FV-6F6V	1	PORTABLE PRINTER RETURN	Invoice	11/13/2025	85.99-	101-4-2130-4219
Total 13706 AMAZON CAPITAL SERVICES:					1,173.10	
ANOKA-RAMSEY COMM. COLLEGE						
101						
1325788	1	EMR TRAINING - ECKSTROM/JOHNS	Invoice	10/14/2025	998.00	101-4-2150-4331
Total 11949 ANOKA-RAMSEY COMM. COLLEGE:					998.00	
ARTISAN BEER COMPANY						
603						
3810807	1	BEER	Invoice	11/12/2025	232.30	603-4-9111-4252
603						
3810808	1	BEER	Invoice	11/12/2025	396.25	603-4-9151-4252
603						
3812517	1	BEER	Invoice	11/19/2025	390.70	603-4-9111-4252
603						
3812518	1	THC PRODUCTS	Invoice	11/19/2025	120.00	603-4-9111-4256
603						
3812519	1	BEER	Invoice	11/19/2025	353.80	603-4-9151-4252
Total 12167 ARTISAN BEER COMPANY:					1,493.05	
ATT LLC						
603						
S29575	1	UNIFORM - SANDERS	Invoice	11/13/2025	80.75	603-4-9152-4217
603						
S29575	2	UNIFORM - HARTMAN	Invoice	11/13/2025	78.00	603-4-9152-4217
603						
S29575	3	UNIFORM - GUSTAFSON	Invoice	11/13/2025	104.80	603-4-9152-4217
603						
S29575	4	UNIFORM - WILLIAMS	Invoice	11/13/2025	85.00	603-4-9152-4217

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
S29575	5	UNIFORM - DECOURCY	Invoice	11/13/2025	90.75	603-4-9152-4217
603						
S29575	6	UNIFORM - KAUTZMAN	Invoice	11/13/2025	104.35	603-4-9152-4217
Total 15332 ATT LLC:					543.65	
AXON ENTERPRISE, INC.						
101						
INUS392707	1	AXON AIR CONTRACT	Invoice	11/25/2025	330.00	101-4-2120-4404
Total 13529 AXON ENTERPRISE, INC.:					330.00	
BELLBOY CORP BAR SUPPLY						
603						
110531500	1	POP/MISC	Invoice	11/18/2025	46.00	603-4-9111-4255
603						
110531500	2	FREIGHT	Invoice	11/18/2025	2.77	603-4-9111-4332
Total 11810 BELLBOY CORP BAR SUPPLY:					48.77	
BELLBOY CORPORATION						
603						
209596500	1	LIQUOR	Invoice	11/18/2025	1,646.00	603-4-9111-4251
603						
209596500	2	FREIGHT	Invoice	11/18/2025	22.28	603-4-9111-4332
603						
209596500	3	WINE	Invoice	11/18/2025	192.00	603-4-9111-4253
603						
300479500	1	THC PRODUCTS	Invoice	11/18/2025	468.00	603-4-9111-4256
603						
300479500	2	FREIGHT	Invoice	11/18/2025	6.60	603-4-9111-4332
Total 11800 BELLBOY CORPORATION:					2,334.88	
BERNICK'S						
603						
10424862	1	POP	Invoice	11/12/2025	108.28	603-4-9111-4255
603						
10424863	1	THC PRODUCTS	Invoice	11/12/2025	79.80	603-4-9111-4256
603						
10424864	1	BEER	Invoice	11/12/2025	8,608.10	603-4-9111-4252
603						
10424865	1	POP/MISC	Invoice	11/12/2025	125.24	603-4-9151-4255
603						
10424866	1	THC PRODUCTS	Invoice	11/12/2025	48.00	603-4-9151-4256
603						
10424867	1	BEER	Invoice	11/12/2025	2,370.60	603-4-9151-4252
603						
10427440	1	POP	Invoice	11/19/2025	162.20	603-4-9111-4255
603						
10427441	1	THC PRODUCTS	Invoice	11/19/2025	208.80	603-4-9111-4256
603						
10427442	1	BEER	Invoice	11/19/2025	3,835.60	603-4-9111-4252
603						
10427443	1	BEER CREDIT	Invoice	11/19/2025	356.56-	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10427444	1	POP/MISC	Invoice	11/19/2025	68.28	603-4-9151-4255
603						
10427445	1	THC PRODUCTS	Invoice	11/19/2025	122.00	603-4-9151-4256
603						
10427446	1	BEER	Invoice	11/19/2025	1,105.15	603-4-9151-4252
221						
180772	1	CO2 TANKS-FOUNTAIN POP	Invoice	11/19/2025	229.35	221-4-5430-4259
Total 11950 BERNICK'S:					16,714.84	
BERRY COFFEE COMPANY						
101						
1086986	1	COFFEE	Invoice	11/10/2025	337.81	101-4-5510-4219
101						
1087132	1	COFFEE - PD	Invoice	11/10/2025	301.77	101-4-2190-4219
Total 11959 BERRY COFFEE COMPANY:					639.58	
BOLTON & MENK, INC						
401						
379408	1	2025 STREET IMPROVEMENTS	Invoice	11/17/2025	2,015.00	401-4-8080-4303
101						
379411	1	GENERAL ENGINEERING	Invoice	11/17/2025	2,793.50	101-4-3300-4303
403						
379412	1	LINE AVE CUL-DE-SAC	Invoice	11/17/2025	19,160.00	403-4-8440-4303
406						
379413	1	MEADOWWOODS VILLAGE - SEWER	Invoice	11/17/2025	6,669.50	406-4-8050-4303
225						
379414	1	MEGA LOOP TRAIL IMPROVMENTS	Invoice	11/17/2025	22,494.00	225-4-8546-4303
406						
379415	1	ROLLING HILLS SEWER EXT	Invoice	11/17/2025	752.50	406-4-8040-4303
403						
379416	1	HWY 10 & 165TH AVE INTERSECTIO	Invoice	11/17/2025	17,265.00	403-4-8450-4303
403						
379417	1	YALE STREET EXTENSION	Invoice	11/17/2025	6,917.50	403-4-8440-4303
Total 11019 BOLTON & MENK, INC:					78,067.00	
BREAKTHRU BEVERAGE MINNESOTA						
603						
124265385	1	LIQUOR	Invoice	11/13/2025	1,305.00	603-4-9151-4251
603						
124265385	2	FREIGHT	Invoice	11/13/2025	31.90	603-4-9151-4332
603						
124265386	1	WINE	Invoice	11/13/2025	312.00	603-4-9151-4253
603						
124265386	2	FREIGHT	Invoice	11/13/2025	4.35	603-4-9151-4332
603						
124381383	1	LIQUOR	Invoice	11/20/2025	2,564.70	603-4-9151-4251
603						
124381383	2	FREIGHT	Invoice	11/20/2025	55.10	603-4-9151-4332
603						
124381384	1	POP/MISC	Invoice	11/20/2025	134.23	603-4-9151-4255
603						
124381384	2	FREIGHT	Invoice	11/20/2025	7.25	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					4,414.53	
603						
124262744	1	BEER	Invoice	11/13/2025	57.70	603-4-9111-4252
603						
124262745	1	LIQUOR	Invoice	11/13/2025	75.00	603-4-9111-4251
603						
124265726	1	LIQUOR	Invoice	11/13/2025	1,053.00	603-4-9111-4251
603						
124265726	2	FREIGHT	Invoice	11/13/2025	11.60	603-4-9111-4332
603						
124265727	1	WINE	Invoice	11/13/2025	1,383.00	603-4-9111-4253
603						
124265727	2	FREIGHT	Invoice	11/13/2025	21.75	603-4-9111-4332
603						
124378204	1	LIQUOR	Invoice	11/20/2025	100.00	603-4-9111-4251
603						
124381889	1	LIQUOR	Invoice	11/20/2025	2,401.25	603-4-9111-4251
603						
124381889	2	FREIGHT	Invoice	11/20/2025	44.95	603-4-9111-4332
603						
124381890	1	WINE	Invoice	11/20/2025	1,512.00	603-4-9111-4253
603						
124381890	2	FREIGHT	Invoice	11/20/2025	17.40	603-4-9111-4332
603						
124381891	1	POP/MISC	Invoice	11/20/2025	204.00	603-4-9111-4255
603						
124381891	2	FREIGHT	Invoice	11/20/2025	8.70	603-4-9111-4332
603						
124381892	1	LIQUOR	Invoice	11/20/2025	1,834.12	603-4-9111-4251
603						
124381892	2	FREIGHT	Invoice	11/20/2025	37.70	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					8,762.17	
BRIGHTLY SOFTWARE, INC						
101						
INV-292582	1	MAINTENANCE SOFTWARE	Invoice	11/03/2025	12,073.07	101-4-1600-4404
101						
INV-293348	1	MAINTENANCE SOFTWARE	Invoice	11/18/2025	3,695.65	101-4-1600-4404
Total 12238 BRIGHTLY SOFTWARE, INC:					15,768.72	
C & L DISTRIBUTING CO						
603						
1839001500	1	BEER CREDIT	Invoice	11/12/2025	1,131.73-	603-4-9151-4252
603						
1839001500	2	THC PRODUCTS CREDIT	Invoice	11/12/2025	3.15-	603-4-9151-4256
603						
1839001510	1	BEER CREDIT	Invoice	11/19/2025	182.85-	603-4-9151-4252
603						
2204633	1	LIQUOR	Invoice	11/12/2025	90.00	603-4-9151-4251
603						
2204634	1	BEER	Invoice	11/12/2025	6,545.85	603-4-9151-4252
603						
2204634	2	POP/MISC	Invoice	11/12/2025	15.00	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2207941	1	BEER CREDIT	Invoice	11/19/2025	30.00-	603-4-9151-4252
603						
2207942	1	LIQUOR	Invoice	11/19/2025	652.40	603-4-9151-4251
603						
2207943	1	BEER	Invoice	11/19/2025	4,283.90	603-4-9151-4252
603						
2209074	1	BEER	Invoice	11/19/2025	537.00	603-4-9151-4252
Total 8003 C & L DISTRIBUTING CO:					10,776.42	
603						
1839001495	1	BEER CREDIT	Invoice	11/05/2025	153.94-	603-4-9111-4252
603						
1839001501	1	BEER CREDIT	Invoice	11/12/2025	5.30-	603-4-9111-4252
603						
1839001511	1	BEER CREDIT	Invoice	11/19/2025	46.18-	603-4-9111-4252
603						
2195090 OVERPAYME	1	BEER CREDIT	Invoice	10/22/2025	22.75-	603-4-9111-4252
603						
2203600	1	POP/MISC	Invoice	11/10/2025	148.00	603-4-9111-4255
603						
2203601	1	LIQUOR	Invoice	11/10/2025	207.00	603-4-9111-4251
603						
2203602	1	THC PRODUCTS	Invoice	11/10/2025	195.48	603-4-9111-4256
603						
2203603	1	BEER	Invoice	11/10/2025	1,080.10	603-4-9111-4252
603						
2204205	1	BEER	Invoice	11/10/2025	68.00	603-4-9111-4252
603						
2205384	1	BEER	Invoice	11/12/2025	10,630.55	603-4-9111-4252
603						
2205734	1	WINE	Invoice	11/12/2025	169.20	603-4-9111-4253
603						
2205734	2	LIQUOR	Invoice	11/12/2025	312.93	603-4-9111-4251
603						
2205755	1	BEER	Invoice	11/12/2025	1,389.50	603-4-9111-4252
603						
2206354	1	BEER	Invoice	11/17/2025	1,189.25	603-4-9111-4252
603						
2207054	1	LIQUOR	Invoice	11/17/2025	466.80	603-4-9111-4251
603						
2208742	1	BEER	Invoice	11/19/2025	4,573.10	603-4-9111-4252
603						
2209239	1	LIQUOR	Invoice	11/19/2025	1,633.65	603-4-9111-4251
603						
2209240	1	BEER	Invoice	11/19/2025	911.15	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					22,746.54	
CAMPBELL KNUTSON P.A.						
821						
3237G OCT 25	1	P 25-21 OAKWATER RIDGE 1ST LEG	Invoice	10/31/2025	1,280.00	821-2200
821						
3237G OCT 25	2	V 25-13 BELDE VARIANCE LEGAL FE	Invoice	10/31/2025	37.00	821-2200
821						
3237G OCT 25	3	P 25-18 MEADOWSWEET BEND LEG	Invoice	10/31/2025	55.50	821-2200

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
821						
3237G OCT 25	4	V 25-17 ST. CLAIRE VARIANCE LEGA	Invoice	10/31/2025	124.50	821-2200
821						
3237G OCT 25	5	V 25-18 POYTHRESS VARIANCE LEG	Invoice	10/31/2025	125.00	821-2200
821						
3237G OCT 25	6	P 25-23 HEMMER PLAT LEGAL FEES	Invoice	10/31/2025	125.00	821-2200
821						
3237G OCT 25	7	P 25-24 PERKINS PLAT LEGAL FEES	Invoice	10/31/2025	125.00	821-2200
101						
3237G OCT 25	8	OCT 25 GENERAL LEGAL	Invoice	10/31/2025	8,721.50	101-4-1400-4304
Total 12076 CAMPBELL KNUTSON P.A.:					10,593.50	
CHARTER COMMUNICATIONS						
101						
175341301 NOV 25	1	ERMU INTERNET	Invoice	11/07/2025	190.00	101-4-1350-4321
101						
175341301 NOV 25	2	VIDEO SERVICES-CH	Invoice	11/07/2025	43.96	101-4-1600-4321
101						
175341301 NOV 25	3	PHONE LINE ELEVATOR-CITY HALL	Invoice	11/07/2025	40.00	101-4-1600-4389
101						
175341301 NOV 25	4	PHONE LINE ELEVATOR-CITY HALL	Invoice	11/07/2025	40.00	101-4-1600-4389
101						
175341301 NOV 25	5	VIDEO SERVICES/BACKUP INTERNE	Invoice	11/07/2025	113.73	101-4-2110-4321
101						
175341301 NOV 25	6	PHONE LINE ELEVATORS-PBL SAFE	Invoice	11/07/2025	80.00	101-4-2190-4389
101						
175341301 NOV 25	7	PHONE LINE ELEVATOR-PBL SAFE	Invoice	11/07/2025	40.00	101-4-2190-4389
101						
175341301 NOV 25	8	INTERNET, PHONE, VIDEO-FS #3	Invoice	11/07/2025	347.94	101-4-2310-4321
101						
175341301 NOV 25	9	VIDEO SERVICES-FS #1	Invoice	11/07/2025	35.97	101-4-2310-4321
101						
175341301 NOV 25	10	VIDEO SERVICES-EMERGENCY	Invoice	11/07/2025	41.82	101-4-2330-4389
101						
175341301 NOV 25	11	PHONE LINES, FIRE ALARM, TV SVC	Invoice	11/07/2025	79.98	101-4-3120-4321
101						
175341301 NOV 25	12	TV SERVICE-PW	Invoice	11/07/2025	15.70	101-4-3120-4321
101						
175341301 NOV 25	13	EMERG BUTTONS-ORONO & RIVER	Invoice	11/07/2025	80.00	101-4-5110-4389
221						
175341301 NOV 25	14	INTERNET, PHONE, VIDEO-FT CENT	Invoice	11/07/2025	468.82	221-4-5400-4321
603						
175341301 NOV 25	15	PHONE LINE CHGS-NORTHBOUND	Invoice	11/07/2025	40.00	603-4-9112-4321
Total 13954 CHARTER COMMUNICATIONS:					1,657.92	
CINTAS CORPORATION LOC 470						
603						
4249140624	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	11/07/2025	53.58	603-4-9112-4404
603						
4249147404	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	11/07/2025	48.24	603-4-9152-4404
602						
4249913573	1	UNIFORM RENTAL/CLEANING	Invoice	11/14/2025	165.90	602-4-9020-4417
603						
4249913816	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	11/14/2025	80.04	603-4-9112-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
4249920142	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	11/14/2025	48.24	603-4-9152-4404
603						
4250578109	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	11/20/2025	80.04	603-4-9112-4404
Total 14080 CINTAS CORPORATION LOC 470:					476.04	
CIVICPLUS, LLC						
101						
#351869	1	MUNICODE CODIFICATION ADMINIS	Invoice	12/01/2025	367.50	101-4-1110-4319
Total 11773 CIVICPLUS, LLC:					367.50	
CNH ARCHITECTS LTD						
292						
3648	1	OCTOBER SERVICES - STATION 1	Invoice	10/31/2025	84,183.12	292-4-2310-4319
Total 52295 CNH ARCHITECTS LTD:					84,183.12	
COLLEEN AUSTIN						
211						
276 12/11/25	1	COLLEEN AUSTIN/MUSIC IN THE LIB	Invoice	04/24/2025	250.00	211-4-5600-4409
Total 52387 COLLEEN AUSTIN:					250.00	
CRYSTAL SPRINGS ICE						
603						
2-503176	1	ICE	Invoice	11/19/2025	246.08	603-4-9111-4255
603						
2-503176	2	FREIGHT	Invoice	11/19/2025	4.00	603-4-9111-4332
603						
2-503177	1	ICE	Invoice	11/19/2025	104.56	603-4-9151-4255
603						
2-503177	2	FREIGHT	Invoice	11/19/2025	4.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					358.64	
CUB FOODS						
101						
104304156152	1	SUPPLIES - BLUE TO GOLD TRAININ	Invoice	10/08/2025	55.46	101-4-2110-4331
101						
104304164159	1	PROGRAM SUPPLIES	Invoice	11/18/2025	46.92	101-4-5510-4219
101						
104306114961	1	SUPPLIES - BLUE TO GOLD TRAININ	Invoice	10/06/2025	48.70	101-4-2110-4331
Total 15550 CUB FOODS:					151.08	
DACOTAH PAPER CO						
101						
49277	1	CLEANING SUPPLIES - MOPS	Invoice	11/11/2025	82.56	101-4-3120-4219
221						
51031	1	PAPER TOWELS,TOILET TISSUE,HA	Invoice	11/13/2025	571.14	221-4-5400-4219
603						
54421	1	SUPPLIES-TOWELS/ICE MELT/HAND	Invoice	11/20/2025	714.59	603-4-9112-4219
101						
95348	1	CAN LINERS / TOILET TISSUE	Invoice	11/18/2025	292.99	101-4-1600-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
95352	1	CLEANING SUPPLIES - PS BLDG	Invoice	11/18/2025	895.85	101-4-2190-4219
Total 15887 DACOTAH PAPER CO:					2,557.13	
DAHLHEIMER BEVERAGE, LLC						
603						
2030-00026	1	BEER CREDIT	Invoice	09/22/2025	30.00-	603-4-9151-4252
603						
2621371	1	BEER	Invoice	11/10/2025	28.00	603-4-9151-4252
603						
2621372	1	BEER	Invoice	11/10/2025	4,723.30	603-4-9151-4252
603						
2621421	1	BEER CREDIT	Invoice	11/07/2025	276.00-	603-4-9151-4252
603						
2624689	1	BEER	Invoice	11/13/2025	2,494.30	603-4-9151-4252
603						
2626468	1	BEER	Invoice	11/17/2025	11,773.50	603-4-9151-4252
603						
2629908	1	LIQUOR	Invoice	11/20/2025	94.00	603-4-9151-4251
603						
2629909	1	THC PRODUCTS	Invoice	11/20/2025	74.00	603-4-9151-4256
603						
2629910	1	BEER	Invoice	11/20/2025	3,546.10	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					22,427.20	
221						
2630624	1	LIQUOR	Invoice	11/20/2025	626.80	221-4-5430-4251
221						
2630624	2	BEER	Invoice	11/20/2025	1,947.10	221-4-5430-4252
Total 15366 DAHLHEIMER BEVERAGE, LLC:					2,573.90	
603						
2541427CR	1	BEER CREDIT-KEG RETURN	Invoice	08/07/2025	30.00-	603-4-9111-4252
603						
2620844	1	LIQUOR	Invoice	11/10/2025	417.50	603-4-9111-4251
603						
2620844	2	POP/MISC	Invoice	11/10/2025	19.00	603-4-9111-4255
603						
2620846	1	BEER	Invoice	11/10/2025	7,116.10	603-4-9111-4252
603						
2621196	1	BEER CREDIT	Invoice	11/07/2025	171.00-	603-4-9111-4252
603						
2624171	1	LIQUOR	Invoice	11/13/2025	10,664.20	603-4-9111-4251
603						
2624171	2	BEER	Invoice	11/13/2025	5,258.31	603-4-9111-4252
603						
2626298	1	BEER	Invoice	11/17/2025	146.25	603-4-9111-4252
603						
2626299	1	THC PRODUCTS	Invoice	11/17/2025	162.00	603-4-9111-4256
603						
2626300	1	BEER	Invoice	11/17/2025	27,836.90	603-4-9111-4252
603						
2626883	1	BEER CREDIT	Invoice	11/14/2025	93.20-	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2627424	1	BEER	Invoice	11/17/2025	140.00	603-4-9111-4252
603						
2627425	1	BEER	Invoice	11/20/2025	5,825.25	603-4-9111-4252
603						
2630452	1	THC PRODUCTS	Invoice	11/20/2025	334.00	603-4-9111-4256
Total 15900 DAHLHEIMER BEVERAGE, LLC:					57,625.31	
E C M PUBLISHERS INC						
101						
1073196	1	LEGAL NOTICE-ORDINANCE 25-15	Invoice	11/08/2025	129.00	101-4-1110-4359
101						
1074114	1	BUSINESS CARDS-BREDEHOFT	Invoice	11/13/2025	37.00	101-4-2110-4201
101						
1074118	1	PH NOTICE - NORTHSTAR CUP CU 2	Invoice	11/15/2025	111.80	101-4-1510-4359
101						
1074119	1	PH NOTICE - SHERBURNE CO LU 25-	Invoice	11/15/2025	129.00	101-4-1510-4359
101						
1074120	1	PH NOTICE - BRIGGS VARIANCE V 2	Invoice	11/15/2025	120.40	101-4-1510-4359
101						
1074219	1	OFFICE SUPPLIES	Invoice	11/14/2025	105.00	101-4-2110-4201
Total 17000 E C M PUBLISHERS INC:					632.20	
ELECTRICAL PRODUCTION SERVICES						
290						
23904	1	AEIRAL AND FIBER SPLICING	Invoice	08/22/2025	5,000.00	290-4-1350-4404
Total 15367 ELECTRICAL PRODUCTION SERVICES:					5,000.00	
ELK RIVER MUNICIPAL UTILITIES						
101						
11-12-25 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	11/12/2025	3,348.97	101-4-1600-4389
101						
11-12-25 ERMU	2	ELECTRIC	Invoice	11/12/2025	64.13	101-4-2190-4389
101						
11-12-25 ERMU	3	WATER/ELECTRIC/SEWER	Invoice	11/12/2025	5,640.34	101-4-2190-4389
101						
11-12-25 ERMU	4	WATER/ELECTRIC/SEWER	Invoice	11/12/2025	657.44	101-4-2310-4389
101						
11-12-25 ERMU	5	ELECTRIC	Invoice	11/12/2025	77.23	101-4-2330-4389
101						
11-12-25 ERMU	6	ELECTRIC	Invoice	11/12/2025	57.00	101-4-3120-4389
101						
11-12-25 ERMU	7	ELECTRIC	Invoice	11/12/2025	32.53	101-4-3120-4389
101						
11-12-25 ERMU	8	WATER/ELECTRIC	Invoice	11/12/2025	1,298.35	101-4-5110-4389
101						
11-12-25 ERMU	9	ELECTRIC	Invoice	11/12/2025	323.61	101-4-5110-4389
101						
11-12-25 ERMU	10	WATER/SEWER	Invoice	11/12/2025	365.99	101-4-5110-4389
211						
11-12-25 ERMU	11	WATER/ELECTRIC/SEWER	Invoice	11/12/2025	2,607.52	211-4-5600-4389
602						
11-12-25 ERMU	12	WATER/ELECTRIC	Invoice	11/12/2025	28,597.63	602-4-9020-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
11-12-25 ERMU	13	ELECTRIC	Invoice	11/12/2025	3,467.28	602-4-9050-4389
603						
11-12-25 ERMU	14	WATER/ELECTRIC/SEWER/STMWTR	Invoice	11/12/2025	1,772.16	603-4-9152-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					48,310.18	
ELK RIVER WINLECTRIC						
101						
421248 02	1	ELECTRICAL SUPPLIES	Invoice	11/17/2025	1,593.88	101-4-3120-4219
101						
421248 03	1	ELECTRICAL SUPPLIES	Invoice	11/17/2025	498.00	101-4-3120-4219
101						
421472 01	1	SUPPLIES - LED REPLACEMENT HE	Invoice	11/12/2025	49.88	101-4-3120-4219
101						
422697 01	1	SUPPLIES	Invoice	11/07/2025	155.67	101-4-5110-4219
Total 17890 ELK RIVER WINLECTRIC:					2,297.43	
FACTORY MOTOR PARTS CO						
101						
6-1708757	1	SUPPLIES	Invoice	11/19/2025	130.30	101-4-3150-4219
Total 18408 FACTORY MOTOR PARTS CO:					130.30	
FASTENAL COMPANY						
101						
MNELK144574	1	SUPPLIES - VENDING	Invoice	11/07/2025	49.50	101-4-5110-4219
101						
MNELK144574	2	SUPPLIES - VENDING	Invoice	11/07/2025	85.71	101-4-3120-4219
101						
MNELK144612	1	SUPPLIES - VENDING	Invoice	11/14/2025	129.64	101-4-3120-4219
101						
MNELK144612	2	SUPPLIES - VENDING	Invoice	11/14/2025	14.34	101-4-5110-4219
Total 18453 FASTENAL COMPANY:					279.19	
FLEETPRIDE						
101						
130347070	1	PARTS	Invoice	11/18/2025	213.50	101-4-3150-4219
Total 11711 FLEETPRIDE:					213.50	
FLUID INTERIORS, LLC						
101						
99826	1	CHAIR PARTS	Invoice	11/17/2025	136.44	101-4-3120-4219
Total 15280 FLUID INTERIORS, LLC:					136.44	
GERTENS						
101						
281358/11	1	GREENERY FOR DT HOLIDAY DISPL	Invoice	11/20/2025	976.96	101-4-5220-4219
Total 13257 GERTENS:					976.96	
GLOBAL RESERVE LLC - GRD						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
ORD-21297	1	THC PRODUCTS	Invoice	11/12/2025	380.00	603-4-9111-4256
Total 15311 GLOBAL RESERVE LLC - GRD:					380.00	
GRAINGER						
101						
9710493322	1	PARTS	Invoice	11/13/2025	182.53	101-4-3150-4221
101						
9711629643	1	PARTS - ERMU GENERATOR	Invoice	11/14/2025	182.53	101-4-3150-4221
Total 20300 GRAINGER:					365.06	
GRANITE CITY JOBBING CO						
603						
492056	1	POP/MISC	Invoice	11/07/2025	1,576.32	603-4-9111-4255
603						
492056	2	FREIGHT	Invoice	11/07/2025	5.00	603-4-9111-4332
603						
492056	3	SUPPLIES	Invoice	11/07/2025	145.87	603-4-9112-4219
603						
492059	1	FREIGHT	Invoice	11/07/2025	5.00	603-4-9151-4332
603						
492059	2	POP/MISC	Invoice	11/07/2025	925.34	603-4-9151-4255
603						
492059	3	SUPPLIES	Invoice	11/07/2025	32.57	603-4-9152-4219
603						
492402	1	POP/MISC CREDIT	Invoice	11/14/2025	61.73-	603-4-9111-4255
603						
493367	1	POP/MISC	Invoice	11/14/2025	224.16	603-4-9111-4255
603						
493367	2	FREIGHT	Invoice	11/14/2025	5.00	603-4-9111-4332
603						
493367	3	SUPPLIES	Invoice	11/14/2025	99.98	603-4-9112-4219
603						
493369	1	FREIGHT	Invoice	11/14/2025	5.00	603-4-9151-4332
603						
493369	2	SUPPLIES	Invoice	11/14/2025	19.84	603-4-9152-4219
603						
493369	3	POP/MISC	Invoice	11/14/2025	371.42	603-4-9151-4255
603						
493496	1	SUPPLIES CREDIT	Invoice	11/14/2025	6.31-	603-4-9112-4219
Total 10654 GRANITE CITY JOBBING CO:					3,347.46	
GRIMCO, INC						
101						
34661520-02	1	SIGN MATERIALS	Invoice	11/13/2025	93.54	101-4-1120-4226
Total 14770 GRIMCO, INC:					93.54	
HAWKINS, INC.						
602						
7257612	1	CHLORINE & SULFER DIOXIDE	Invoice	11/15/2025	120.00	602-4-9020-4219
Total 21053 HAWKINS, INC.:					120.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
HEARTLAND BUSINESS SYSTEMS, LLC						
101						
844636-H	1	HAAS/SAAS REMOTE ACCESS	Invoice	11/20/2025	39.00	101-4-1350-4319
Total 14882 HEARTLAND BUSINESS SYSTEMS, LLC:					39.00	
HOME DEPOT CREDIT SERVICES						
602						
2520251	1	SUPPLIES	Invoice	11/05/2025	86.96	602-4-9020-4219
101						
6521617	1	SUPPLIES	Invoice	11/21/2025	70.91	101-4-5110-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					157.87	
HUMERATECH						
221						
251123	1	ERV 2 HEATING REPAIRS	Invoice	11/14/2025	2,800.46	221-4-5400-4401
101						
251144	1	HEAT PUMP REPAIR	Invoice	11/14/2025	459.00	101-4-2190-4401
Total 11926 HUMERATECH:					3,259.46	
INSIGHT PUBLIC SECTOR						
101						
1101334136	1	ADOBE ACROBAT	Invoice	11/12/2025	88.17	101-4-1350-4404
101						
1101335099	1	SIGNATURE TERMINAL	Invoice	11/15/2025	118.18	101-4-2410-4219
Total 22297 INSIGHT PUBLIC SECTOR:					206.35	
J. H. PROPERTY IMPROVEMENTS						
101						
696	1	GRAFFITI REMOVAL-SKATE PARK	Invoice	11/15/2025	800.00	101-4-5110-4409
Total 52519 J. H. PROPERTY IMPROVEMENTS:					800.00	
JOHNSON BROS LIQUOR						
603						
157617	1	WINE CREDIT	Invoice	11/06/2025	16.67-	603-4-9111-4253
603						
157619	1	LIQUOR CREDIT	Invoice	11/06/2025	194.05-	603-4-9111-4251
603						
157619	2	FREIGHT CREDIT	Invoice	11/06/2025	1.74-	603-4-9111-4332
603						
157620	1	LIQUOR CREDIT	Invoice	11/06/2025	4.00-	603-4-9111-4251
603						
157621	1	WINE CREDIT	Invoice	11/06/2025	6.00-	603-4-9111-4253
603						
157775	1	LIQUOR CREDIT	Invoice	11/07/2025	19.10-	603-4-9151-4251
603						
158580	1	LIQUOR CREDIT	Invoice	11/13/2025	23.30-	603-4-9111-4251
603						
158580	2	WINE CREDIT	Invoice	11/13/2025	15.34-	603-4-9111-4253
603						
158581	1	LIQUOR CREDIT	Invoice	11/13/2025	49.50-	603-4-9111-4251
603						
158582	1	LIQUOR CREDIT	Invoice	11/13/2025	14.00-	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
158583	1	LIQUOR CREDIT	Invoice	11/13/2025	15.27-	603-4-9151-4251
603						
2922965	1	LIQUOR	Invoice	11/12/2025	2,793.60	603-4-9111-4251
603						
2922965	2	FREIGHT	Invoice	11/12/2025	35.96	603-4-9111-4332
603						
2922966	1	WINE	Invoice	11/12/2025	1,120.00	603-4-9111-4253
603						
2922966	2	FREIGHT	Invoice	11/12/2025	28.71	603-4-9111-4332
603						
2922968	1	LIQUOR	Invoice	11/12/2025	645.60	603-4-9151-4251
603						
2922968	2	FREIGHT	Invoice	11/12/2025	3.48	603-4-9151-4332
603						
2922969	1	LIQUOR	Invoice	11/12/2025	10,502.30	603-4-9111-4251
603						
2922969	2	FREIGHT	Invoice	11/12/2025	146.16	603-4-9111-4332
603						
2922970	1	LIQUOR	Invoice	11/12/2025	2,130.75	603-4-9151-4251
603						
2922970	2	FREIGHT	Invoice	11/12/2025	31.61	603-4-9151-4332
603						
2922971	1	WINE	Invoice	11/12/2025	280.00	603-4-9151-4253
603						
2922971	2	FREIGHT	Invoice	11/12/2025	13.92	603-4-9151-4332
603						
2922972	1	POP/MISC	Invoice	11/12/2025	135.00	603-4-9151-4255
603						
2922972	2	FREIGHT	Invoice	11/12/2025	1.74	603-4-9151-4332
603						
2922973	1	THC PRODUCTS	Invoice	11/12/2025	41.52	603-4-9151-4256
603						
2922974	1	FREIGHT	Invoice	11/12/2025	8.70	603-4-9151-4332
603						
2922974	2	LIQUOR	Invoice	11/12/2025	1,359.79	603-4-9151-4251
603						
2928064	1	FREIGHT	Invoice	11/19/2025	25.23	603-4-9151-4332
603						
2928064	2	LIQUOR	Invoice	11/19/2025	3,199.45	603-4-9151-4251
603						
2928065	1	FREIGHT	Invoice	11/19/2025	5.37	603-4-9151-4332
603						
2928065	2	WINE	Invoice	11/19/2025	228.00	603-4-9151-4253
603						
2928066	1	LIQUOR	Invoice	11/19/2025	10,661.77	603-4-9111-4251
603						
2928066	2	FREIGHT	Invoice	11/19/2025	169.36	603-4-9111-4332
603						
2928067	1	WINE	Invoice	11/19/2025	5,267.64	603-4-9111-4253
603						
2928067	2	FREIGHT	Invoice	11/19/2025	118.32	603-4-9111-4332
603						
2928068	1	POP/MISC	Invoice	11/19/2025	135.00	603-4-9111-4255
603						
2928068	2	FREIGHT	Invoice	11/19/2025	1.74	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2928069	1	THC PRODUCTS	Invoice	11/19/2025	68.00	603-4-9111-4256
603						
2928070	1	LIQUOR	Invoice	11/19/2025	4,980.10	603-4-9111-4251
603						
2928070	2	FREIGHT	Invoice	11/19/2025	59.16	603-4-9111-4332
603						
2928071	1	FREIGHT	Invoice	11/19/2025	7.25	603-4-9151-4332
603						
2928071	2	LIQUOR	Invoice	11/19/2025	796.95	603-4-9151-4251
603						
2928072	1	FREIGHT	Invoice	11/19/2025	60.90	603-4-9151-4332
603						
2928072	2	WINE	Invoice	11/19/2025	3,075.01	603-4-9151-4253
603						
2928073	1	LIQUOR	Invoice	11/19/2025	3,121.86	603-4-9151-4251
603						
2928073	2	FREIGHT	Invoice	11/19/2025	26.10	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					50,927.08	
JUNKYARD BREWING COMPANY						
603						
8632	1	BEER	Invoice	11/11/2025	388.00	603-4-9151-4252
603						
8632	2	THC PRODUCTS	Invoice	11/11/2025	252.00	603-4-9151-4256
Total 14086 JUNKYARD BREWING COMPANY:					640.00	
JUSTIN FEMRITE						
101						
11-6-25 JF	1	REIMB SAFETY BOOTS-FEMRITE	Invoice	11/06/2025	195.00	101-4-3300-4219
Total 11185 JUSTIN FEMRITE:					195.00	
KYRON CHRISTOPHERSON						
101						
NOV Sound Bathing	1	SOUND BATHING INSTRUCTOR-11/1	Invoice	11/14/2025	200.00	101-4-5220-4409
Total 52369 KYRON CHRISTOPHERSON:					200.00	
LAKE STATE RECYCLING INC						
603						
111125	1	CARDBOARD RECYCLING-NB	Invoice	11/11/2025	150.00	603-4-9112-4389
Total 13119 LAKE STATE RECYCLING INC:					150.00	
LEAST SERVICES/COUNSELING						
101						
1863	1	COUNSELING & RETAINER FEE	Invoice	11/11/2025	340.00	101-4-2110-4319
Total 15055 LEAST SERVICES/COUNSELING:					340.00	
M T I DISTRIBUTING INC						
101						
1501344-00	1	PARTS #725	Invoice	11/14/2025	156.91	101-4-5110-4221

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1501403-00	1	PARTS #725	Invoice	11/17/2025	610.59	101-4-5110-4221
Total 24475 M T I DISTRIBUTING INC:					767.50	
MACQUEEN EQUIPMENT, LLC						
101						
P68681	1	SWEEPER PARTS	Invoice	11/13/2025	816.01	101-4-3120-4221
Total 24575 MACQUEEN EQUIPMENT, LLC:					816.01	
MARCO HOLDINGS LLC						
411						
INV14552184	1	LENOVO PREMIER SUPPORT PLUSU	Invoice	11/13/2025	71.76	411-4-1350-4219
290						
INV14583899	1	HP SIMPLIVITY RENEWAL	Invoice	11/21/2025	28,603.46	290-4-1350-4404
Total 24714 MARCO HOLDINGS LLC:					28,675.22	
MAVERICK BEVERAGE CO MN LLC						
603						
INV1687912	1	LIQUOR	Invoice	11/06/2025	1,011.00	603-4-9111-4251
603						
INV1687912	2	WINE	Invoice	11/06/2025	327.96	603-4-9111-4253
603						
INV1687912	3	FREIGHT	Invoice	11/06/2025	21.00	603-4-9111-4332
Total 14588 MAVERICK BEVERAGE CO MN LLC:					1,359.96	
MEND COLLABORATIVE, INC						
225						
COER2501-005	1	WATER TOWER PARK DESIGN-FINAL	Invoice	11/10/2025	3,180.00	225-4-5110-4319
Total 52440 MEND COLLABORATIVE, INC:					3,180.00	
MHSRC/RANGE						
101						
337900-12353	1	DRIVING TRAINING - EVOC KOPPI/W	Invoice	11/14/2025	1,310.00	101-4-2120-4331
101						
337900-12375	1	DRIVING TRAINING - EVOC ROSCOE	Invoice	11/20/2025	1,310.00	101-4-2120-4331
Total 26394 MHSRC/RANGE:					2,620.00	
MN SHERIFF'S ASSOCIATION						
101						
4121	1	TRAINING-M.WOOD	Invoice	11/14/2025	175.00	101-4-2150-4331
Total 11064 MN SHERIFF'S ASSOCIATION:					175.00	
MN STATE FIRE CHIEFS ASN						
101						
10182	1	2026 MEMBERSHIP RENEWAL	Invoice	11/05/2025	308.00	101-4-2310-4433
Total 26725 MN STATE FIRE CHIEFS ASN:					308.00	
NAPA OF ELK RIVER, LLC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
317082	1	PARTS #66	Invoice	11/12/2025	62.90	101-4-3150-4221
101						
317422	1	PARTS #65	Invoice	11/14/2025	29.55	101-4-3150-4221
101						
317670	1	PARTS	Invoice	11/17/2025	110.00	101-4-5110-4221
101						
317671	1	PARTS CREDIT	Invoice	11/17/2025	27.50-	101-4-5110-4221
101						
317807	1	PARTS #312	Invoice	11/18/2025	36.22	101-4-3120-4221
101						
317818	1	PARTS	Invoice	11/18/2025	8.31	101-4-3120-4221
101						
317825	1	PARTS #312	Invoice	11/18/2025	22.96	101-4-3120-4221
Total 52338 NAPA OF ELK RIVER, LLC:					242.44	
NUSS TRUCK & EQUIPMENT						
101						
PSO255999-1	1	PARTS #312	Invoice	11/17/2025	150.86	101-4-3120-4221
Total 10561 NUSS TRUCK & EQUIPMENT:					150.86	
ODP BUSINESS SOLUTIONS, LLC						
101						
444525515001	1	OFFICE SUPPLIES	Invoice	11/06/2025	7.57	101-4-2110-4201
101						
444525519001	1	OFFICE SUPPLIES	Invoice	11/10/2025	9.28	101-4-2110-4201
Total 28650 ODP BUSINESS SOLUTIONS, LLC:					16.85	
OFFICE OF MNIT SERVICES						
101						
DV25100457	1	INTERNET (WAN) SVCS	Invoice	11/12/2025	202.00	101-4-1350-4404
Total 14954 OFFICE OF MNIT SERVICES:					202.00	
OFFICE OF SECRETARY OF ST						
101						
11142025 KS	1	NOTARY COMM RENEW- K.SANDHO	Invoice	11/14/2025	120.00	101-4-2150-4433
101						
11142025-2 TR	1	NOTARY APPLICATION-T.ROSSMEIS	Invoice	11/14/2025	120.00	101-4-2150-4433
Total 28658 OFFICE OF SECRETARY OF ST:					240.00	
OXYGEN SERVICE CO, INC						
101						
8889149	1	PROPANE/WELDING SUPPLIES	Invoice	11/14/2025	442.50	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					442.50	
PAUSTIS WINE COMPANY						
603						
279000	1	WINE CREDIT	Invoice	10/29/2025	8.00-	603-4-9111-4253
603						
279683	1	FREIGHT	Invoice	11/06/2025	7.50	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
279683	2	WINE	Invoice	11/06/2025	344.00	603-4-9151-4253
603						
279685	1	WINE	Invoice	11/06/2025	311.00	603-4-9111-4253
603						
279685	2	FREIGHT	Invoice	11/06/2025	7.50	603-4-9111-4332
603						
280142	1	WINE	Invoice	11/11/2025	304.00	603-4-9111-4253
603						
280142	2	FREIGHT	Invoice	11/11/2025	3.00	603-4-9111-4332
Total 29251 PAUSTIS WINE COMPANY:					969.00	
PERFECTION PLUS, INC.						
101						
316251	1	CLEANING SVCS - SEP/OCT	Invoice	11/13/2025	712.50	101-4-5210-4401
101						
316251	2	EXTRA CLEANINGS - SEPT/OCT	Invoice	11/13/2025	250.00	101-4-5210-4401
Total 12651 PERFECTION PLUS, INC.:					962.50	
PERFORMANCE FOOD GROUP INC						
221						
777052	1	CATERING FOOD	Invoice	11/18/2025	35.99	221-4-5430-4259
Total 52463 PERFORMANCE FOOD GROUP INC:					35.99	
PHILLIPS WINE & SPIRITS CO						
603						
5077082	1	LIQUOR	Invoice	11/12/2025	2,203.51	603-4-9111-4251
603						
5077082	2	FREIGHT	Invoice	11/12/2025	38.86	603-4-9111-4332
603						
5077083	1	WINE	Invoice	11/12/2025	751.95	603-4-9111-4253
603						
5077083	2	FREIGHT	Invoice	11/12/2025	34.80	603-4-9111-4332
603						
5077084	1	POP/MISC	Invoice	11/12/2025	253.70	603-4-9111-4255
603						
5077084	2	FREIGHT	Invoice	11/12/2025	5.48	603-4-9111-4332
603						
5079051	1	LIQUOR	Invoice	11/14/2025	94.50	603-4-9151-4251
603						
5079051	2	FREIGHT	Invoice	11/14/2025	3.48	603-4-9151-4332
603						
5079052	1	FREIGHT	Invoice	11/14/2025	12.18	603-4-9151-4332
603						
5079052	2	WINE	Invoice	11/14/2025	197.75	603-4-9151-4253
603						
5079053	1	LIQUOR	Invoice	11/14/2025	1,215.29	603-4-9151-4251
603						
5079053	2	FREIGHT	Invoice	11/14/2025	9.28	603-4-9151-4332
603						
5079054	1	WINE	Invoice	11/14/2025	758.65	603-4-9151-4253
603						
5079054	2	FREIGHT	Invoice	11/14/2025	33.06	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5079055	1	FREIGHT	Invoice	11/14/2025	1.74	603-4-9151-4332
603						
5079055	2	POP/MISC	Invoice	11/14/2025	33.60	603-4-9151-4255
603						
5080901	1	FREIGHT	Invoice	11/19/2025	13.92	603-4-9151-4332
603						
5080901	2	LIQUOR	Invoice	11/19/2025	600.00	603-4-9151-4251
603						
5080902	1	FREIGHT	Invoice	11/19/2025	22.62	603-4-9151-4332
603						
5080902	2	WINE	Invoice	11/19/2025	450.50	603-4-9151-4253
603						
564430	1	LIQUOR CREDIT	Invoice	11/06/2025	23.25-	603-4-9111-4251
Total 29665 PHILLIPS WINE & SPIRITS CO:					6,711.62	
PITNEY BOWES GLOBAL FINANCIAL SVCS						
101						
3107483370	1	LEASE 9/28/25 - 12/27/25 - POSTAGE	Invoice	11/08/2025	433.05	101-4-1210-4404
Total 15143 PITNEY BOWES GLOBAL FINANCIAL SVCS:					433.05	
POLYDYNE INC.						
602						
1977403	1	CLARIFLOC	Invoice	11/11/2025	10,971.00	602-4-9020-4219
Total 14886 POLYDYNE INC.:					10,971.00	
PRO-TEC DESIGN, INC						
101						
121303	1	REPLACE DOOR LOCK	Invoice	11/19/2025	152.50	101-4-2190-4401
101						
121304	1	REPAIR PANIC BAR	Invoice	11/19/2025	152.50	101-4-2190-4401
Total 30229 PRO-TEC DESIGN, INC:					305.00	
PVS TECHNOLOGIES INC						
602						
388985	1	FERRIC CHLORIDE SOLUTION	Invoice	11/06/2025	10,143.68	602-4-9020-4219
Total 14923 PVS TECHNOLOGIES INC:					10,143.68	
SERVICE LIGHTING & ELECTRICAL SUPPLIES						
101						
INV1040234	1	LIGHT BULBS	Invoice	11/10/2025	35.93	101-4-1600-4219
Total 13973 SERVICE LIGHTING & ELECTRICAL SUPPLIES:					35.93	
SHERWIN-WILLIAMS						
211						
21722142061125	1	SUPPLIES - PAINT	Invoice	11/20/2025	31.67	211-4-5600-4219
Total 32280 SHERWIN-WILLIAMS:					31.67	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
114969	1	WINE CREDIT	Invoice	11/20/2025	80.00-	603-4-9151-4253
603						
114970	1	WINE CREDIT	Invoice	11/20/2025	240.00-	603-4-9151-4253
603						
2694746	1	FREIGHT	Invoice	11/20/2025	.64	603-4-9151-4332
603						
2694747	1	LIQUOR	Invoice	11/20/2025	9,313.93	603-4-9151-4251
603						
2694747	2	FREIGHT	Invoice	11/20/2025	101.76	603-4-9151-4332
603						
2694748	1	WINE	Invoice	11/20/2025	1,509.00	603-4-9151-4253
603						
2694748	2	FREIGHT	Invoice	11/20/2025	26.88	603-4-9151-4332
603						
2694749	1	FREIGHT	Invoice	11/20/2025	1.60	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					10,633.81	
603						
2694743	1	LIQUOR	Invoice	11/20/2025	13,414.17	603-4-9111-4251
603						
2694743	2	FREIGHT	Invoice	11/20/2025	160.00	603-4-9111-4332
603						
2694744	1	WINE	Invoice	11/20/2025	3,081.84	603-4-9111-4253
603						
2694744	2	FREIGHT	Invoice	11/20/2025	54.58	603-4-9111-4332
603						
2694745	1	FREIGHT	Invoice	11/20/2025	1.25	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					16,711.84	
STEP SAVER INC						
101						
189562	1	BULK SALT -- POLICE DEPARTMENT	Invoice	11/05/2025	115.50	101-4-2190-4219
Total 13048 STEP SAVER INC:					115.50	
STEPHEN NEURURER						
101						
11202025 AB	1	BACKGROUND INVEST- BABIN	Invoice	11/20/2025	1,876.60	101-4-2110-4319
101						
11202025 CK	1	BACKGROUND - RESERVE - C KOCH	Invoice	11/20/2025	663.30	101-4-2160-4319
101						
11202025 JS	1	BACKGROUND - RESERVE - J SWAN	Invoice	11/20/2025	721.60	101-4-2160-4319
101						
11202025 MW	1	BACKGROUND - RESERVE - M WER	Invoice	11/20/2025	663.30	101-4-2160-4319
101						
11202025 NB	1	BACKGROUND INVEST- N BOWNES	Invoice	11/20/2025	1,520.10	101-4-2110-4319
Total 14929 STEPHEN NEURURER:					5,444.90	
STREICHER'S						
101						
11793484	1	UNIFORMS - BOWNES INITIAL ISSUE	Invoice	11/10/2025	2,204.98	101-4-2120-4217

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 33300 STREICHER'S:					2,204.98	
STREICHER'S INC						
101						
11794392	1	UNIFORMS - ORGON	Invoice	11/14/2025	599.87	101-4-2150-4217
101						
11794422	1	UNIFORMS - BEBEAU	Invoice	11/14/2025	245.00	101-4-2120-4217
Total 52346 STREICHER'S INC:					844.87	
SUNBELT RENTALS INC						
101						
176684940-0001	1	CONCRETE GRINDER RENTAL	Invoice	11/07/2025	217.52	101-4-3120-4415
Total 13604 SUNBELT RENTALS INC:					217.52	
SYSCO MINNESOTA INC						
221						
647252845	1	CATERING/CONCESSIONS FOOD	Invoice	11/13/2025	1,009.93	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					1,009.93	
TEAMSESCO						
602						
532914	1	BALLAST	Invoice	11/12/2025	522.66	602-4-9020-4219
602						
532915	1	BALLAST	Invoice	11/12/2025	522.66	602-4-9020-4219
602						
532916	1	BALLAST	Invoice	11/12/2025	522.66	602-4-9020-4219
602						
532917	1	BALLAST	Invoice	11/12/2025	522.66	602-4-9020-4219
602						
532918	1	BALLAST	Invoice	11/12/2025	522.66	602-4-9020-4219
Total 13150 TEAMSESCO:					2,613.30	
TRENCHERS PLUS						
101						
IT13215	1	SUPPLIES	Invoice	11/19/2025	364.94	101-4-3120-4219
Total 10439 TRENCHERS PLUS:					364.94	
TWIN CITY GARAGE DOOR-GARAGE DOOR STORE						
101						
421998330	1	GARAGE DOOR REPAIR	Invoice	11/12/2025	2,140.00	101-4-3120-4401
Total 34925 TWIN CITY GARAGE DOOR-GARAGE DOOR STORE:					2,140.00	
UKG INC.						
101						
101100097229	1	UKG OCT OVERAGE	Invoice	11/16/2025	2,032.80	101-4-1220-4404
Total 12920 UKG INC.:					2,032.80	
US BANK						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10252025 CITY CC PAY	1	MN OFFICE OF CANNABIS - LICENS	Invoice	10/25/2025	127.69	603-4-9152-4437
603						
10252025 CITY CC PAY	2	MN OFFICE OF CANNABIS - LICENS	Invoice	10/25/2025	127.69	603-4-9112-4437
603						
10252025 CITY CC PAY	3	MN DEPT OF PUB SAFETY ALCOHOL	Invoice	10/25/2025	20.43	603-4-9152-4437
603						
10252025 CITY CC PAY	4	MN DEPT OF PUB SAFETY ALCOHOL	Invoice	10/25/2025	20.43	603-4-9112-4437
101						
10252025 CITY CC PAY	5	NORTHERN TOOL & EQUIPMENT - S	Invoice	10/25/2025	1,329.99	101-4-5110-4219
101						
10252025 CITY CC PAY	6	SMARTLINK - ORONO/DAAC/WOODL	Invoice	10/25/2025	150.00	101-4-5110-4404
101						
10252025 CITY CC PAY	7	SMARTLINK - LIBRARY ANNUAL FEE	Invoice	10/25/2025	330.00	101-4-5110-4404
101						
10252025 CITY CC PAY	8	SMARTLINK - YAC#1-4 ANNUAL FEE	Invoice	10/25/2025	330.00	101-4-5110-4404
101						
10252025 CITY CC PAY	9	SMARTLINK - YAC FOOTBALL ANNU	Invoice	10/25/2025	275.00	101-4-5110-4404
101						
10252025 CITY CC PAY	10	SMARTLINK - OAK KNOLL ANNUAL F	Invoice	10/25/2025	330.00	101-4-5110-4404
101						
10252025 CITY CC PAY	11	SMARTLINK - DAAC ANNUAL FEE	Invoice	10/25/2025	275.00	101-4-5110-4404
101						
10252025 CITY CC PAY	12	FLOWROUTE - TELEPHONE	Invoice	10/25/2025	588.77	101-4-1600-4321
101						
10252025 CITY CC PAY	13	SPLASHTOP - REMOTE SUPPORT LI	Invoice	10/25/2025	1,596.00	101-4-1350-4404
101						
10252025 CITY CC PAY	14	GOOGLE - GOOGLE WORKSPACE	Invoice	10/25/2025	57.83	101-4-1350-4404
101						
10252025 CITY CC PAY	15	LIFT BRIDGE LODGE - LODGING/DIC	Invoice	10/25/2025	2,329.74	101-4-2320-4331
221						
10252025 CITY CC PAY	16	TRUDOOR - FIELD HOUSE IMPROVE	Invoice	10/25/2025	204.16	221-4-5400-4530
221						
10252025 CITY CC PAY	17	ARROW SPORTS - MERCHANDISE F	Invoice	10/25/2025	130.32	221-4-5400-4259
221						
10252025 CITY CC PAY	18	TRUDOOR - SALES TAX REFUND	Invoice	10/25/2025	14.91-	221-4-5400-4530
221						
10252025 CITY CC PAY	19	ALDI - CONCESSION SUPPLIES	Invoice	10/25/2025	38.06	221-4-5430-4259
221						
10252025 CITY CC PAY	20	WEBSTAURANT STORE - CONCESSI	Invoice	10/25/2025	96.45	221-4-5430-4219
221						
10252025 CITY CC PAY	21	PARTS TOWN - SUPPLIES REFUND	Invoice	10/25/2025	169.00-	221-4-5400-4530
221						
10252025 CITY CC PAY	22	DAVIS & ASSOC - MAINTENANCE VIS	Invoice	10/25/2025	1,800.00	221-4-5400-4401
221						
10252025 CITY CC PAY	23	WEBSTAURANT STORE - CONCESSI	Invoice	10/25/2025	178.02	221-4-5430-4219
221						
10252025 CITY CC PAY	24	7SHIFTS - SUPPLIES	Invoice	10/25/2025	97.98	221-4-5400-4219
221						
10252025 CITY CC PAY	25	ARROW SPORTS - MERCHANDISE F	Invoice	10/25/2025	5.97	221-4-5400-4259
221						
10252025 CITY CC PAY	26	WALMART - CONCESSION SUPPLIES	Invoice	10/25/2025	76.36	221-4-5430-4259
101						
10252025 CITY CC PAY	27	WALMART - CAREER DAY SUPPLIES	Invoice	10/25/2025	7.53	101-4-1220-4201
101						
10252025 CITY CC PAY	28	MN PAID LEAVE - PFML APPLICATIO	Invoice	10/25/2025	510.75	101-4-1220-4319

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
10252025 CITY CC PAY	29	ECM SUBSCRIPTIONS - ER STAR NE	Invoice	10/25/2025	156.00	101-4-2110-4433
101						
10252025 CITY CC PAY	30	PAYPAL IAPE - CPES CERTIFICATION	Invoice	10/25/2025	175.00	101-4-2130-4433
101						
10252025 CITY CC PAY	31	HOLIDAY STATION STORE - FUEL (U	Invoice	10/25/2025	63.00	101-4-2320-4212
101						
10252025 CITY CC PAY	32	PIZZA RANCH - MEAL FOR EXTENDE	Invoice	10/25/2025	243.52	101-4-2320-4219
101						
10252025 CITY CC PAY	33	SUPPLY HOUSE - SUPPLIES	Invoice	10/25/2025	352.65	101-4-1600-4219
101						
10252025 CITY CC PAY	34	SUPPLY HOUSE - SALES TAX REFUN	Invoice	10/25/2025	24.19-	101-4-1600-4219
101						
10252025 CITY CC PAY	35	CHASE ON THE LAKE - LODGING/J.	Invoice	10/25/2025	263.47	101-4-2150-4331
101						
10252025 CITY CC PAY	36	BCA TRAINING EDUCATION - TRAINI	Invoice	10/25/2025	75.00	101-4-2120-4331
101						
10252025 CITY CC PAY	37	SPECIAL OPERATIONS TRAINING - T	Invoice	10/25/2025	25.00	101-4-2120-4219
101						
10252025 CITY CC PAY	38	BCA TRAINING EDUCATION - TRAINI	Invoice	10/25/2025	150.00	101-4-2120-4331
101						
10252025 CITY CC PAY	39	AARDVARK - SALES TAX REFUND	Invoice	10/25/2025	55.80-	101-4-2120-4219
101						
10252025 CITY CC PAY	40	BCA TRAINING EDUCATION - TRAINI	Invoice	10/25/2025	75.00	101-4-2120-4331
101						
10252025 CITY CC PAY	41	STATE HISTORIC PRESERVATION - S	Invoice	10/25/2025	250.00	101-4-1110-4331
101						
10252025 CITY CC PAY	42	MOTION ARRAY - SUBSCRIPTION	Invoice	10/25/2025	269.68	101-4-1120-4319
101						
10252025 CITY CC PAY	43	ASANA - SUBSCRIPTION	Invoice	10/25/2025	67.45	101-4-1120-4319
101						
10252025 CITY CC PAY	44	META - ADS	Invoice	10/25/2025	68.11	101-4-5210-4349
221						
10252025 CITY CC PAY	45	META - ADS	Invoice	10/25/2025	121.75	221-4-5400-4349
101						
10252025 CITY CC PAY	46	META - ADS	Invoice	10/25/2025	39.27	101-4-2310-4359
603						
10252025 CITY CC PAY	47	META - ADS	Invoice	10/25/2025	62.78	603-4-9112-4349
603						
10252025 CITY CC PAY	48	HOLIDAY STATION STORE - SUPPLIE	Invoice	10/25/2025	13.55	603-4-9112-4349
101						
10252025 CITY CC PAY	49	MN STATE COLLEGES - DIGITAL ACC	Invoice	10/25/2025	89.99	101-4-2410-4331
101						
10252025 CITY CC PAY	50	MN STATE COLLEGES - DIGITAL ACC	Invoice	10/25/2025	89.99	101-4-5210-4331
101						
10252025 CITY CC PAY	51	MN STATE COLLEGES - DIGITAL ACC	Invoice	10/25/2025	179.98	101-4-1210-4331
101						
10252025 CITY CC PAY	52	MN STATE COLLEGES - DIGITAL ACC	Invoice	10/25/2025	104.99	101-4-1210-4331
101						
10252025 CITY CC PAY	53	MN STATE COLLEGES - DIGITAL ACC	Invoice	10/25/2025	124.99	101-4-2410-4331
602						
10252025 CITY CC PAY	54	MN DEPT OF LABOR - LICENSE REN	Invoice	10/25/2025	20.00	602-4-9020-4437
602						
10252025 CITY CC PAY	55	RALPHIE'S MINNOCO - PROPANE	Invoice	10/25/2025	26.99	602-4-9020-4219
602						
10252025 CITY CC PAY	56	REALVNC LIMITED - SUPPLIES	Invoice	10/25/2025	52.55	602-4-9020-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
10252025 CITY CC PAY	57	ARROWWOOD RESORT - MNGFOA C	Invoice	10/25/2025	272.46	101-4-1310-4331
101						
10252025 CITY CC PAY	58	LORMAN BUSINESS CENTER - WEBI	Invoice	10/25/2025	149.00	101-4-1310-4331
101						
10252025 CITY CC PAY	59	DR POWER - PARTS	Invoice	10/25/2025	1,192.82	101-4-5110-4221
101						
10252025 CITY CC PAY	60	BAKERSGAS.COM - SUPPLIES	Invoice	10/25/2025	173.12	101-4-3150-4219
101						
10252025 CITY CC PAY	61	NORTHERN TOOL & EQUIPMENT - S	Invoice	10/25/2025	604.08	101-4-3120-4219
101						
10252025 CITY CC PAY	62	UB BANK REBATE	Invoice	10/25/2025	7,485.36-	101-3-0000-3625
Total 35099 US BANK:					8,837.10	
VADA CONTRACTING, LLC						
296						
PAY APP 3 - FINAL	1	RIVERS EDGE PROJECT - PAY APP 3	Invoice	09/16/2025	10,499.00	296-4-7000-4530
Total 52296 VADA CONTRACTING, LLC:					10,499.00	
VESTIS GROUP INC						
221						
2500833992	1	CONCESSIONS - MOPS/LINENS	Invoice	11/13/2025	22.86	221-4-5430-4219
221						
2500833994	1	LOBBY RUGS	Invoice	11/13/2025	23.31	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					46.17	
VIKING COCA-COLA CO						
603						
3808422	1	POP	Invoice	11/07/2025	665.50	603-4-9111-4255
Total 35725 VIKING COCA-COLA CO:					665.50	
VINOCOPIA						
603						
385343-IN	1	LIQUOR	Invoice	11/19/2025	323.21	603-4-9111-4251
603						
385343-IN	2	FREIGHT	Invoice	11/19/2025	7.50	603-4-9111-4332
603						
385343-IN	3	WINE	Invoice	11/19/2025	104.00	603-4-9111-4253
603						
385345-IN	1	FREIGHT	Invoice	11/19/2025	16.00	603-4-9151-4332
603						
385345-IN	2	WINE	Invoice	11/19/2025	840.00	603-4-9151-4253
603						
385349-IN	1	WINE	Invoice	11/19/2025	120.00	603-4-9111-4253
Total 35763 VINOCOPIA:					1,410.71	
WINE MERCHANTS						
603						
7541719	1	WINE	Invoice	11/12/2025	2,114.70	603-4-9111-4253
603						
7541719	2	FREIGHT	Invoice	11/12/2025	41.76	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
7541720	1	WINE	Invoice	11/12/2025	793.80	603-4-9151-4253
603						
7541720	2	FREIGHT	Invoice	11/12/2025	10.44	603-4-9151-4332
603						
7541721	1	FREIGHT	Invoice	11/12/2025	3.48	603-4-9151-4332
603						
7542740	1	WINE	Invoice	11/19/2025	864.50	603-4-9111-4253
603						
7542740	2	FREIGHT	Invoice	11/19/2025	12.18	603-4-9111-4332
Total 36425 WINE MERCHANTS:					3,840.86	
YALE MECHANICAL LLC						
603						
276508	1	HVAC MAINTENANCE-NB	Invoice	11/18/2025	604.50	603-4-9112-4404
Total 36620 YALE MECHANICAL LLC:					604.50	
Total :					649,503.63	
Grand Totals:					649,503.63	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-3-0000-3625	.00	7,485.36-	7,485.36-
101-4-1110-4319	367.50	.00	367.50
101-4-1110-4331	250.00	.00	250.00
101-4-1110-4359	129.00	.00	129.00
101-4-1110-4440	66.00	.00	66.00
101-4-1120-4226	93.54	.00	93.54
101-4-1120-4319	337.13	.00	337.13
101-4-1210-4331	284.97	.00	284.97
101-4-1210-4404	433.05	.00	433.05
101-4-1220-4201	7.53	13.81-	6.28-
101-4-1220-4319	510.75	.00	510.75
101-4-1220-4404	2,032.80	.00	2,032.80
101-4-1310-4331	421.46	.00	421.46
101-4-1350-4319	39.00	.00	39.00
101-4-1350-4321	190.00	.00	190.00
101-4-1350-4404	1,944.00	.00	1,944.00
101-4-1400-4304	8,721.50	.00	8,721.50
101-4-1510-4359	361.20	.00	361.20
101-4-1600-4219	782.61	24.19-	758.42
101-4-1600-4321	632.73	.00	632.73
101-4-1600-4331	250.00	.00	250.00
101-4-1600-4389	3,428.97	.00	3,428.97
101-4-1600-4404	15,768.72	.00	15,768.72
101-4-2110-4201	158.85	.00	158.85
101-4-2110-4319	3,736.70	.00	3,736.70
101-4-2110-4321	113.73	.00	113.73
101-4-2110-4331	104.16	.00	104.16

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2110-4433	156.00	.00	156.00
101-4-2120-4217	2,449.98	.00	2,449.98
101-4-2120-4219	25.00	55.80-	30.80-
101-4-2120-4331	2,920.00	.00	2,920.00
101-4-2120-4404	330.00	.00	330.00
101-4-2130-4217	186.51	.00	186.51
101-4-2130-4219	542.79	85.99-	456.80
101-4-2130-4433	175.00	.00	175.00
101-4-2150-4217	599.87	.00	599.87
101-4-2150-4331	1,436.47	.00	1,436.47
101-4-2150-4409	208.00	.00	208.00
101-4-2150-4433	240.00	.00	240.00
101-4-2160-4319	2,048.20	.00	2,048.20
101-4-2190-4219	1,752.12	.00	1,752.12
101-4-2190-4389	5,824.47	.00	5,824.47
101-4-2190-4401	764.00	.00	764.00
101-4-2310-4321	383.91	.00	383.91
101-4-2310-4359	39.27	.00	39.27
101-4-2310-4389	657.44	.00	657.44
101-4-2310-4433	308.00	.00	308.00
101-4-2320-4212	63.00	.00	63.00
101-4-2320-4217	34.85	.00	34.85
101-4-2320-4219	243.52	.00	243.52
101-4-2320-4331	2,329.74	.00	2,329.74
101-4-2330-4389	119.05	.00	119.05
101-4-2410-4219	118.18	.00	118.18
101-4-2410-4331	214.98	.00	214.98
101-4-3120-4219	4,629.59	.00	4,629.59
101-4-3120-4221	1,667.08	.00	1,667.08
101-4-3120-4321	95.68	.00	95.68
101-4-3120-4389	89.53	.00	89.53
101-4-3120-4401	3,380.76	.00	3,380.76
101-4-3120-4415	217.52	.00	217.52
101-4-3150-4219	959.42	.00	959.42
101-4-3150-4221	457.51	.00	457.51
101-4-3300-4219	195.00	.00	195.00
101-4-3300-4303	2,793.50	.00	2,793.50
101-4-5110-4219	3,630.40	.00	3,630.40
101-4-5110-4221	2,393.49	27.50-	2,365.99
101-4-5110-4389	2,067.95	.00	2,067.95
101-4-5110-4404	1,690.00	.00	1,690.00
101-4-5110-4409	800.00	.00	800.00
101-4-5210-4331	89.99	.00	89.99
101-4-5210-4349	68.11	.00	68.11
101-4-5210-4401	962.50	.00	962.50
101-4-5220-4219	1,008.72	.00	1,008.72
101-4-5220-4409	200.00	.00	200.00
101-4-5510-4219	467.06	.00	467.06
101-4-5510-4409	2,538.00	.00	2,538.00
211-4-5600-4219	31.67	.00	31.67
211-4-5600-4389	2,607.52	.00	2,607.52
211-4-5600-4409	250.00	.00	250.00
221-4-5400-4219	768.41	.00	768.41
221-4-5400-4259	136.29	.00	136.29
221-4-5400-4321	468.82	.00	468.82

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
221-4-5400-4349	121.75	.00	121.75
221-4-5400-4401	10,910.46	.00	10,910.46
221-4-5400-4530	204.16	183.91-	20.25
221-4-5430-4219	349.98	.00	349.98
221-4-5430-4251	626.80	.00	626.80
221-4-5430-4252	1,947.10	.00	1,947.10
221-4-5430-4259	1,389.69	.00	1,389.69
225-4-5110-4319	3,180.00	.00	3,180.00
225-4-8546-4303	22,494.00	.00	22,494.00
290-4-1350-4404	33,603.46	.00	33,603.46
290-4-9220-4409	16,481.25	.00	16,481.25
292-4-2310-4319	84,183.12	.00	84,183.12
296-4-7000-4530	10,499.00	.00	10,499.00
401-4-8080-4303	2,015.00	.00	2,015.00
403-4-8440-4303	26,077.50	.00	26,077.50
403-4-8450-4303	17,265.00	.00	17,265.00
406-4-8030-4319	4,843.37	.00	4,843.37
406-4-8040-4303	752.50	.00	752.50
406-4-8050-4303	6,669.50	.00	6,669.50
411-4-1350-4219	71.76	.00	71.76
602-4-9010-4313	5,048.25	.00	5,048.25
602-4-9020-4219	24,014.48	.00	24,014.48
602-4-9020-4389	28,597.63	.00	28,597.63
602-4-9020-4417	165.90	.00	165.90
602-4-9020-4437	20.00	.00	20.00
602-4-9050-4389	3,467.28	.00	3,467.28
603-4-9111-4251	66,701.11	294.10-	66,407.01
603-4-9111-4252	79,288.86	878.93-	78,409.93
603-4-9111-4253	17,623.79	46.01-	17,577.78
603-4-9111-4255	4,348.24	61.73-	4,286.51
603-4-9111-4256	2,016.08	.00	2,016.08
603-4-9111-4332	1,139.42	1.74-	1,137.68
603-4-9112-4219	960.44	6.31-	954.13
603-4-9112-4321	40.00	.00	40.00
603-4-9112-4349	76.33	.00	76.33
603-4-9112-4389	150.00	.00	150.00
603-4-9112-4404	818.16	.00	818.16
603-4-9112-4437	148.12	.00	148.12
603-4-9151-4251	27,184.22	48.37-	27,135.85
603-4-9151-4252	38,545.75	1,650.58-	36,895.17
603-4-9151-4253	8,788.71	320.00-	8,468.71
603-4-9151-4255	1,912.67	.00	1,912.67
603-4-9151-4256	537.52	3.15-	534.37
603-4-9151-4332	561.48	.00	561.48
603-4-9152-4217	543.65	.00	543.65
603-4-9152-4219	52.41	.00	52.41
603-4-9152-4389	1,772.16	.00	1,772.16
603-4-9152-4404	462.16	.00	462.16
603-4-9152-4437	148.12	.00	148.12
821-2200	1,872.00	.00	1,872.00
Grand Totals:	660,691.11	11,187.48-	649,503.63

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	660,691.11	11,187.48-	649,503.63
Grand Totals:	660,691.11	11,187.48-	649,503.63

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
131222										
11/25	11/21/2025	131222	10749	ASPEN MILLS	363777	101-4-2130-4217	.00	257.75	257.75	1
Total 131222:							.00	257.75		
131223										
11/25	11/21/2025	131223	13279	BOGART, PEDERSON & ASSOC,	22007	101-4-2310-4319	.00	977.55	977.55	1
Total 131223:							.00	977.55		
131224										
11/25	11/21/2025	131224	20525	GREENSCAPE COMPANIES, INC	28416	602-4-9020-4404	.00	450.00	450.00	1
Total 131224:							.00	450.00		
131225										
11/25	11/21/2025	131225	14818	HEALTHSOURCE SOLUTIONS LL	20252283	101-4-1220-4201	.00	637.00	637.00	1
Total 131225:							.00	637.00		
131226										
11/25	11/21/2025	131226	10866	STAR TRIBUNE	10694366 - 11/	101-4-5510-4433	.00	97.66	97.66	1
Total 131226:							.00	97.66		
131227										
11/25	11/21/2025	131227	52492	BENEFIT EXTRAS, INC.	1449084	101-4-1220-4319	.00	120.00	120.00	1
Total 131227:							.00	120.00		
131228										
11/25	11/21/2025	131228	12893	BREAKTHRU BEVERAGE MINNESOTA	124151708	603-4-9111-4332	.00	1,541.31	1,541.31	1
11/25	11/21/2025	131228	12893	BREAKTHRU BEVERAGE MINNESOTA	124151709	603-4-9111-4332	.00	225.06	225.06	1
11/25	11/21/2025	131228	12893	BREAKTHRU BEVERAGE MINNESOTA	124151710	603-4-9111-4332	.00	439.25	439.25	1
11/25	11/21/2025	131228	12893	BREAKTHRU BEVERAGE MINNESOTA	124152307	603-4-9111-4252	.00	570.00	570.00	1
Total 131228:							.00	2,775.62		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
131229										
11/25	11/21/2025	131229	8002	BREAKTHRU BEVERAGE MINNESOTA	124151619	603-4-9151-4332	.00	1,361.30	1,361.30	1
Total 131229:							.00		1,361.30	
131230										
11/25	11/21/2025	131230	14425	COLLINS BROTHERS TOWING	123266	101-4-2130-4319	.00	185.00	185.00	1
11/25	11/21/2025	131230	14425	COLLINS BROTHERS TOWING	123295	101-4-5230-4409	.00	150.00	150.00	1
Total 131230:							.00		335.00	
131231										
11/25	11/21/2025	131231	15550	CUB FOODS	104305070187	221-4-5430-4259	.00	8.58	8.58	1
Total 131231:							.00		8.58	
131232										
11/25	11/21/2025	131232	52478	ELECTRICAL SVCS EMERGENCY CO	4659	101-4-2330-4404	.00	1,385.50	1,385.50	1
Total 131232:							.00		1,385.50	
131233										
11/25	11/21/2025	131233	22250	INK WIZARDS	12455	101-4-3120-4217	.00	27.70	27.70	1
Total 131233:							.00		27.70	
131234										
11/25	11/21/2025	131234	22775	JOHNSON BROS LIQUOR	2920377	603-4-9111-4332	.00	89.22	89.22	1
Total 131234:							.00		89.22	
131235										
11/25	11/21/2025	131235	26190	MN DEPT OF MOTOR VEHICLES	11172025 GR	101-4-3120-4437	.00	27.00	27.00	1
Total 131235:							.00		27.00	
131236										
11/25	11/21/2025	131236	29665	PHILLIPS WINE & SPIRITS CO	5075300	603-4-9111-4332	.00	701.70	701.70	1
11/25	11/21/2025	131236	29665	PHILLIPS WINE & SPIRITS CO	5075301	603-4-9151-4332	.00	479.14	479.14	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
11/25	11/21/2025	131236	29665	PHILLIPS WINE & SPIRITS CO	5075302	603-4-9151-4332	.00	221.96	221.96	1
11/25	11/21/2025	131236	29665	PHILLIPS WINE & SPIRITS CO	5075303	603-4-9151-4255	.00	47.94	47.94	1
Total 131236:							.00	1,450.74		
131237										
11/25	11/21/2025	131237	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2689324	603-4-9111-4332	.00	6,734.23	6,734.23	1
11/25	11/21/2025	131237	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2689325	603-4-9111-4332	.00	1,664.01	1,664.01	1
11/25	11/21/2025	131237	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2692001	603-4-9111-4332	.00	14,309.01	14,309.01	1
11/25	11/21/2025	131237	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2692002	603-4-9111-4332	.00	1,314.00	1,314.00	1
11/25	11/21/2025	131237	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2692003	603-4-9111-4332	.00	1.25	1.25	1
Total 131237:							.00	24,022.50		
131238										
11/25	11/21/2025	131238	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2692004	603-4-9151-4332	.00	4,409.90	4,409.90	1
11/25	11/21/2025	131238	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2692005	603-4-9151-4332	.00	1,045.44	1,045.44	1
11/25	11/21/2025	131238	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2692006	603-4-9151-4332	.00	1.28	1.28	1
Total 131238:							.00	5,456.62		
131239										
11/25	11/21/2025	131239	33300	STREICHER'S	11770715	101-4-2130-4217	.00	1,797.00	1,797.00	1
Total 131239:							.00	1,797.00		
131240										
11/25	11/21/2025	131240	14335	THYSSENKRUPP ELEVATOR CORP	3008984402	221-4-5400-4401	.00	583.44	583.44	1
Total 131240:							.00	583.44		
131241										
11/25	11/21/2025	131241	13946	T-MOBILE	965639928 11	221-4-5400-4321	.00	976.40	976.40	1
Total 131241:							.00	976.40		
131242										
11/25	11/21/2025	131242	13754	T-MOBILE USA, INC	L2511080095	101-4-2130-4319	.00	200.00	200.00	1
11/25	11/21/2025	131242	13754	T-MOBILE USA, INC	L2511080139	101-4-2130-4319	.00	500.00	500.00	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
11/25	11/21/2025	131242	13754	T-MOBILE USA, INC	L2511080288	101-4-2130-4319	.00	50.00	50.00	1
11/25	11/21/2025	131242	13754	T-MOBILE USA, INC	L2511080326	101-4-2130-4319	.00	50.00	50.00	1
Total 131242:							.00		800.00	
1008923										
11/25	11/24/2025	1008923	13706	AMAZON CAPITAL SERVICES	1PDV-NP1V-6	101-3-0000-3625	.00	179.22	179.22	1
Total 1008923:							.00		179.22	
1008924										
11/25	11/24/2025	1008924	15332	ATT LLC	S29513	101-4-2150-4219	.00	218.50	218.50	1
Total 1008924:							.00		218.50	
1008925										
11/25	11/24/2025	1008925	13375	C & L DISTRIBUTING CO	2201763	603-4-9111-4252	.00	6,419.15	6,419.15	1
11/25	11/24/2025	1008925	13375	C & L DISTRIBUTING CO	2202359	603-4-9111-4256	.00	86.00	86.00	1
11/25	11/24/2025	1008925	13375	C & L DISTRIBUTING CO	2202360	603-4-9111-4253	.00	1,185.70	1,185.70	1
Total 1008925:							.00		7,690.85	
1008926										
11/25	11/24/2025	1008926	15451	CROW RIVER FARM EQUIPMENT	213821	101-4-5110-4219	.00	211.03	211.03	1
11/25	11/24/2025	1008926	15451	CROW RIVER FARM EQUIPMENT	213945	101-4-3120-4219	.00	14.00	14.00	1
Total 1008926:							.00		225.03	
1008927										
11/25	11/24/2025	1008927	15900	DAHLHEIMER BEVERAGE, LLC	2619012	603-4-9111-4256	.00	451.00	451.00	1
11/25	11/24/2025	1008927	15900	DAHLHEIMER BEVERAGE, LLC	2619013	603-4-9111-4252	.00	9,797.60	9,797.60	1
11/25	11/24/2025	1008927	15900	DAHLHEIMER BEVERAGE, LLC	2619553	603-4-9111-4252	.00	190.00-	190.00-	1
Total 1008927:							.00		10,058.60	
1008928										
11/25	11/24/2025	1008928	8005	DAHLHEIMER BEVERAGE, LLC	2619189	603-4-9151-4252	.00	153.00	153.00	1
11/25	11/24/2025	1008928	8005	DAHLHEIMER BEVERAGE, LLC	2619190	603-4-9151-4252	.00	6,474.80	6,474.80	1
11/25	11/24/2025	1008928	8005	DAHLHEIMER BEVERAGE, LLC	2619561	603-4-9151-4252	.00	86.40-	86.40-	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 1008928:							.00		6,541.40	
1008929										
11/25	11/24/2025	1008929	16050	DEANO'S COLLISION SPEC INC	68193	291-4-7000-4404	.00	15,929.88	15,929.88	1
Total 1008929:							.00		15,929.88	
1008930										
11/25	11/24/2025	1008930	22297	INSIGHT PUBLIC SECTOR	1101330022	101-4-2440-4219	.00	9,311.28	9,311.28	1
Total 1008930:							.00		9,311.28	
1008931										
11/25	11/24/2025	1008931	13666	JOHNSON CONTROLS	41880187	290-4-9220-4409	.00	358.40	358.40	1
Total 1008931:							.00		358.40	
1008932										
11/25	11/24/2025	1008932	10407	REPUBLIC SERVICES #899	899-00486848	603-4-9152-4389	.00	4,952.25	4,952.25	1
Total 1008932:							.00		4,952.25	
1008933										
11/25	11/24/2025	1008933	13814	WRUCK SEWER & PORTABLE RENTA	I30849	101-4-5220-4409	.00	260.00	260.00	1
Total 1008933:							.00		260.00	
1120202520										
11/25	11/20/2025	112020252	26275	MN DEPT OF REVENUE	OCT 25 FUEL	101-4-3120-4212	.00	463.64	463.64	1
Total 1120202520:							.00		463.64	
1120202521										
11/25	11/20/2025	112020252	26300	MN DEPT. OF REVENUE	OCT 25 SALE	603-4-9152-4349	.00	81,867.00	81,867.00	1
Total 1120202521:							.00		81,867.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1126202525										
11/25	11/26/2025	112620252	52260	BOND TRUST SERVICES CORPORATI	99298	343-4-7000-4611	.00	1,469,043.75	1,469,043.75	1
Total 1126202525:							.00	1,469,043.75		
Grand Totals:							.00	1,650,736.38		

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	.00	19,433.72-	19,433.72-
101-2080	477.09	.00	477.09
101-3-0000-3417	8.28	.00	8.28
101-3-0000-3625	179.22	.00	179.22
101-4-1110-4321	67.24	.00	67.24
101-4-1120-4319	1,872.66	.00	1,872.66
101-4-1120-4321	34.65	.00	34.65
101-4-1210-4201	1,224.87	.00	1,224.87
101-4-1220-4201	637.00	.00	637.00
101-4-1220-4319	120.00	.00	120.00
101-4-1220-4404	288.54	.00	288.54
101-4-1310-4404	480.90	.00	480.90
101-4-1350-4404	288.54	.00	288.54
101-4-1510-4404	1,224.87	.00	1,224.87
101-4-1600-4321	109.02	.00	109.02
101-4-1600-4389	140.23	.00	140.23
101-4-1600-4404	96.18	.00	96.18
101-4-2110-4219	96.18	.00	96.18
101-4-2110-4321	114.80	.00	114.80
101-4-2130-4217	2,054.75	.00	2,054.75
101-4-2130-4219	96.18	.00	96.18
101-4-2130-4319	985.00	.00	985.00
101-4-2150-4219	410.86	.00	410.86
101-4-2190-4389	171.72	.00	171.72
101-4-2310-4319	977.55	.00	977.55
101-4-2310-4389	283.56	.00	283.56

GL Account	Debit	Credit	Proof
101-4-2310-4404	677.59	.00	677.59
101-4-2330-4404	1,385.50	.00	1,385.50
101-4-2410-4321	57.81	.00	57.81
101-4-2420-4321	44.06	.00	44.06
101-4-2440-4219	96.18	.00	96.18
101-4-3120-4212	453.24	.00	453.24
101-4-3120-4217	27.70	.00	27.70
101-4-3120-4219	14.00	.00	14.00
101-4-3120-4321	74.37	.00	74.37
101-4-3120-4389	1,080.03	.00	1,080.03
101-4-3120-4404	874.28	.00	874.28
101-4-3120-4437	27.00	.00	27.00
101-4-3150-4321	24.79	.00	24.79
101-4-3300-4321	19.27	.00	19.27
101-4-3300-4404	96.18	.00	96.18
101-4-5110-4219	211.03	.00	211.03
101-4-5110-4321	59.44	.00	59.44
101-4-5110-4389	603.06	.00	603.06
101-4-5210-4321	154.95	.00	154.95
101-4-5210-4404	288.54	.00	288.54
101-4-5220-4409	260.00	.00	260.00
101-4-5230-4409	150.00	.00	150.00
101-4-5510-4321	24.79	.00	24.79
101-4-5510-4433	97.66	.00	97.66
101-4-6210-4440	192.36	.00	192.36
211-2020	.00	1,106.88-	1,106.88-
211-4-5600-4389	1,106.88	.00	1,106.88
221-2020	.00	7,372.01-	7,372.01-
221-2080	5,013.20	.00	5,013.20
221-4-5400-4219	1,032.51	.00	1,032.51
221-4-5400-4321	58.42	.00	58.42
221-4-5400-4389	675.86	.00	675.86
221-4-5400-4401	583.44	.00	583.44
221-4-5430-4259	8.58	.00	8.58
228-2020	.00	288.25-	288.25-
228-4-7000-4389	288.25	.00	288.25
290-2020	.00	358.40-	358.40-
290-4-9220-4409	358.40	.00	358.40
291-2020	.00	15,929.88-	15,929.88-
291-4-7000-4404	15,929.88	.00	15,929.88

GL Account	Debit	Credit	Proof
343-2020	.00	1,469,043.75-	1,469,043.75-
343-4-7000-4601	1,000,000.00	.00	1,000,000.00
343-4-7000-4611	469,043.75	.00	469,043.75
602-2020	.00	989.03-	989.03-
602-4-9010-4321	104.09	.00	104.09
602-4-9020-4384	275.88	.00	275.88
602-4-9020-4389	148.66	.00	148.66
602-4-9020-4404	450.00	.00	450.00
602-4-9050-4212	10.40	.00	10.40
603-2020	276.40	136,486.21-	136,209.81-
603-2080	76,271.79	.00	76,271.79
603-4-9111-4251	23,681.70	.00	23,681.70
603-4-9111-4252	16,786.75	190.00-	16,596.75
603-4-9111-4253	4,010.50	.00	4,010.50
603-4-9111-4255	216.36	.00	216.36
603-4-9111-4256	537.00	.00	537.00
603-4-9111-4332	296.18	.00	296.18
603-4-9112-4219	7.83	.00	7.83
603-4-9112-4349	12.59	.00	12.59
603-4-9112-4389	89.06	.00	89.06
603-4-9112-4404	130.71	.00	130.71
603-4-9151-4251	6,168.84	.00	6,168.84
603-4-9151-4252	6,627.80	86.40-	6,541.40
603-4-9151-4253	1,244.12	.00	1,244.12
603-4-9151-4255	46.20	.00	46.20
603-4-9151-4332	107.80	.00	107.80
603-4-9152-4219	7.71	.00	7.71
603-4-9152-4321	28.70	.00	28.70
603-4-9152-4349	12.59	.00	12.59
603-4-9152-4389	89.06	.00	89.06
603-4-9152-4404	112.92	.00	112.92
604-2020	.00	4.65-	4.65-
604-4-9410-4219	4.65	.00	4.65
Grand Totals:	1,651,289.18	1,651,289.18-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



Request for Action

To
City Council

Item Number
4.4

Meeting Date
December 1, 2025

Prepared By
Tina Allard, City Clerk
Jared Shepherd, City Attorney

Item Description
Resolution 25-73: Revoking Tobacco License for Elk River Tobacco LLC

Reviewed by
Jared Shepherd
Cal Portner
Tina Allard

Action Requested
Adopt Resolution 25-73 revoking the tobacco license for Elk River Tobacco, LLC.

Background/Discussion

Mr. Hussein has four age compliance check failures within the last 36 months. He was notified of the failures and his right to a hearing before the City Council in which he could be represented by an attorney and present any evidence relevant to this matter.

The hearing was held at the November 17, 2025, City Council meeting. At this meeting, the City Council listened to testimony and then directed staff to prepare a resolution of findings of fact to revoke the tobacco license for Noman Hussein, Elk River Tobacco, LLC.

Attached is the resolution outlining the findings of fact for revocation of the license.

Financial Impact
N/A

Mission/Policy/Goal
Explain how this meets the city's mission, current policies and/or council goals

Attachments
I. Resolution

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity





**City of Elk River
City Council**

Resolution 25-73

**A Resolution of the City Council of the City of Elk River Revoking
Tobacco License for Elk River Tobacco LLC**

WHEREAS, Mr. Noman Husein and Elk River Tobacco LLC (“Elk River Tobacco”) holds a license from the City of Elk River to sell tobacco products at Elk River Tobacco, 19262 Evan Street NW issued on April 25, 2022, and

WHEREAS, pursuant to Minnesota State Law and Elk River City Code, the Elk River Police Department works with Sherburne County Health and Human Services to periodically conduct compliance checks to ensure licensees are not selling tobacco products to persons under the age of 21;

WHEREAS, on October 17, 2025, Elk River Tobacco failed a compliance check when its employee sold tobacco products to underage buyers;

WHEREAS, the October 17, 2025, violation was the fourth violation within a 36-month period;

////////////////////
WHEREAS, by letter dated October 27, 2025, Elk River Tobacco was put on notice of the violation and that the City Council would consider the penalty for the violation at its meeting on November 17, 2025, pursuant to City Code § 26-73(e);

WHEREAS, prior to the hearing, Elk River Tobacco was provided the Request for Action, including all supporting documentation;

WHEREAS, the City Council has reviewed all materials provided by staff, and considered any and all oral and written testimony offered by all interested parties.

NOW THEREFORE, the City Council makes the following:

FINDINGS

1. The above recitals are incorporated as if fully set forth herein.
2. Minn. Stat. § 461.12, subd. 5 and City Code § 26-35 provides that a licensing authority shall conduct unannounced compliance checks at least once a year at licensed locations.

3. City Code § 26-37(a) provides that it is a violation for “any person to sell, offer to sell, give, or otherwise furnish any tobacco, tobacco-related device, nicotine, or electronic delivery device to any person under the age of 21 years.”
4. City Code § 26-33 provides:

All licensees under this article shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco-related devices, nicotine, or electronic delivery devices on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the city from also subjecting the clerk to whatever penalties are appropriate under this article, state or federal law, or other applicable laws or regulations.
5. Elk River Tobacco was found in violation of City Code – and Minn. Stat. – for selling tobacco products to persons under the age of 21 on the following dates: December 5, 2022; August 8, 2024; and June 18, 2024.
6. Elk River Tobacco was provided notice of those violations, expressly waived its right to an administrative hearing and submitted the applicable penalty for each violation.
7. At the hearing on its 4th violation, Elk River Tobacco did not contest the fact of the violation itself. There was no defense that the licensee or individual making the sale relied in good faith upon proof of age on a specific government document under Minn. Stat. §§461.12, subd. 6 and 340A.502, subd. 6.
8. Elk River Tobacco did violate City Code and state law on October 17, 2025, by failing a tobacco compliance check and selling tobacco products to persons under the age of 21. This was the Fourth Violation by Elk River Tobacco within 36 months.
9. At the hearing, Representatives from Elk River Tobacco did not sufficiently take responsibility for the actions or explain how they would prevent underage sales from occurring in the future.
10. At the hearing, Officers from the Elk River Police Department explained that Elk River Tobacco is known in the community as a place where individuals under the age of 21 can purchase tobacco.
11. The number of violations within a 36-month window suggest that perception is true.
12. The City Council does not find that the licensee will adequately protect the residents of the City of Elk River by complying with City Code and Minnesota State Law in ensuring its employees do not sell tobacco to persons under the age of 21.
13. Minn. Stat. § 461.12, subd. 2 provides, in relevant part:

For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of \$1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked. No suspension, revocation, or other penalty may take effect until the licensee has

received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

14. City Code § 38-35(c) provides:

Grounds for suspension or revocation. Every license issued under this chapter or any other ordinance of the city is subject to the right, which is hereby expressly reserved, of the council to suspend or revoke the license should the holder or the holder's agents, employees, representatives or lessees, directly or indirectly, fail to comply with the provisions of the particular license, this chapter, or any other law, ordinance or regulation pertaining directly or indirectly to the operation or conduct of the licensed activities.

15. City Code § 38-35(d)(4) provides, in relevant part: "If, after the hearing, the council determines that proper grounds exist to suspend or revoke the license in question, the council shall state those grounds for the record and suspend or revoke such license. . ."

16. Based on the foregoing, and pursuant to the above City Code provisions, the City has sufficient grounds to revoke the license.

DECISION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELK RIVER, MINNESOTA, based upon the information received and the above FINDINGS, that the City Council of the City of Elk River hereby revokes the tobacco license for Elk River Tobacco LLC.

Passed and adopted this 1st day of December, 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.5

Meeting Date
December 1, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
Resolution 25-74 Levying Special Assessments for
Abatement of Ordinance Violations

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Adopt Resolution 25-74 levying special assessments for city abatement costs related to ordinance violations.

Background/Discussion

Section 46-38 of the city ordinance authorizes the city to levy an assessment against property for any costs the city incurs to abate a public nuisance.

All property owners who violated the public nuisance ordinance received a notice informing them they had the opportunity to correct the violation or the city would abate the property, and they would be assessed for the costs.

Attached is a list of abated properties and the costs incurred by the city. The total amount assessed is \$59,027.39.

Financial Impact
N/A

Mission/Policy/Goal
Responsible for every dollar - good stewards.

Attachments
I. Code Violations - Resolution

The Elk River Vision

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**City of Elk River
City Council**

Resolution 25-74

**A Resolution of the City Council of the City of Elk River Levying Assessment
for Abatement of City Code Violations**

WHEREAS, Minnesota Statutes Section 429.101 authorizes the city to levy an assessment equal to the cost of abatement for removal or correction of a hazardous condition; and

WHEREAS, the city ordinance Section 46-38 authorizes the city to levy an assessment against property for any costs the city incurs to abate a public nuisance; and

WHEREAS, all property owners with public nuisance violations were given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit A are correct and made a part hereof, and are to be levied at an interest rate of 6% per annum and certified to the Sherburne County Auditor.

Passed and adopted this 1st day of December 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A

2025 Code Violations				
(Payable 2026)				
<u>PID #</u>	<u>Violation</u>	<u>Address</u>	<u>Total</u>	<u>Repayment Term</u>
75-00005-2110	Mowing	13296 Mississippi Rd	\$538.00	1 year
75-00506-0380	Clean up	19176 Kent St	\$57,312.39	5 years
75-00523-0138	Mowing	17727 Cleveland St	\$538.00	1 year
75-00530-0155	Mowing	62 6 1/2 St	\$188.00	1 year
75-00565-0516	Mowing	18159 Ironton St	\$263.00	1 year
75-00727-0168	Mowing	17688 Tyler St	\$188.00	1 year
Total			\$59,027.39	





Request for Action

To
City Council

Item Number
4.6

Meeting Date
December 1, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
Resolution 25-75 Levying Special Assessments for
Unpaid Garbage Service Fees

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Adopt Resolution 25-75 levying special assessments for unpaid garbage service fees.

Background/Discussion
Section 58-38 of the city ordinance authorizes the city to levy special assessments for unpaid garbage collection charges as of September 1.

All property owners who had delinquent utility fees have received notice informing them that the unpaid fees would be certified against the property unless the account is brought current. The list of properties with delinquent garbage service fees totaling \$3,586.03 is attached. The total for 2024 was \$2,369.40.

Financial Impact
N/A

Mission/Policy/Goal
Responsible for every dollar - good stewards.

Attachments
I. Garbage Resolution & Properties

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City of Elk River City Council

Resolution 25-75

A Resolution of the City Council of the City of Elk River Levying Assessments for Unpaid Charges for Garbage Collection Services

WHEREAS, Minnesota Statutes Section 443.015 authorizes the city to annually levy an amount equal to such unpaid cost for garbage collection services as of September 1 of each year at an interest rate not to exceed 6% and a penalty not to exceed 10%; and

WHEREAS, the city ordinance Section 58-38 authorizes the city to levy an assessment against property for garbage collection equal to the unpaid charges as of September 1; and

WHEREAS, all customers and property owners with delinquent balances have been given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit A are correct and made a part hereof, and are to be levied at an interest rate of 6% per annum with a 10% penalty and certified to the Sherburne County Auditor.

Passed and adopted this 1st day of December 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A

2025 Garbage Assessments (Payable 2026)

Service Address	Property ID	Garbage
9850 221ST AVE NW	75-00112-1206	33.31
19684 TWIN LAKES RD NW	75-00125-2110	53.90
19262 OGDEN ST NW	75-00130-4106	33.31
429 LINE AVE NW	75-00134-4116	33.31
1027 4TH ST NW	75-00408-0125	45.68
1111 4TH ST NW UPSTAIRS	75-00408-0540	62.51
620 6TH ST NW	75-00412-0205	25.34
212 XENIA AVE NW	75-00413-0820	33.32
351 LINE AVE NW	75-00423-0050	25.34
314 BALDWIN AVE NW	75-00423-0090	102.78
374 BALDWIN AVE NW	75-00423-0150	61.62
384 BALDWIN AVE NW	75-00423-0160	150.52
623 JEFFERSON LN NW	75-00446-0202	25.34
18784 YANKTON ST NW	75-00463-0030	203.00
18692 YANKTON ST NW	75-00463-0150	185.60
12950 MEADOWVALE RD NW	75-00465-0410	53.90
13427 190TH AVE NW	75-00482-0115	25.34
18257 DENVER ST NW	75-00491-0530	45.68
18736 ALBANY ST NW	75-00493-0160	53.90
18646 YANKTON ST NW	75-00496-0130	61.32
12925 RANCH RD NW	75-00497-0105	36.92
13899 200TH AVE NW	75-00502-0315	25.34
19757 IRVING ST NW	75-00503-0480	102.78
19191 KENT ST NW	75-00506-0290	33.31
20211 AUBURN ST NW	75-00508-0235	53.89
20023 ZANE ST NW	75-00510-0425	33.31
11160 191ST AVE NW	75-00516-0475	53.89
11036 192ND CT NW	75-00516-0545	45.68
11160 190TH AVE NW	75-00522-0410	33.31
70 6 1/2 ST NW	75-00530-0145	164.01
1705 TIPTON CIR NW	75-00535-0330	102.78
17931 GARY ST NW	75-00546-0230	25.34
11478 190TH LN NW	75-00559-0115	48.59
13104 192 1/2 CT NW	75-00573-0148	33.32
11085 196TH AVE NW	75-00589-0340	33.31
11086 196TH LN NW	75-00604-0350	53.89
17915 MACON ST NW	75-00609-0225	61.64
19646 ZANE CT NW	75-00617-0255	61.62
18537 PASCAL DR NW	75-00623-0106	35.90
18327 TYLER ST NW	75-00647-0220	25.34
12434 193RD LN NW	75-00650-0310	25.34
17588 GRANT ST NW	75-00691-0626	33.31
11049 192ND CIR NW	75-00708-0305	25.34
10445 207TH CIR NW	75-00715-0120	53.89
18584 SMITH ST NW	75-00723-0304	33.32
18830 SMITH DR NW	75-00735-0230	25.34
10825 185TH CT NW	75-00746-0146	61.62
10113 192ND LN NW	75-00761-0130	45.68
19112 IVANHOE DR NW	75-00761-0440	25.34
10726 190TH AVE NW	75-00768-0505	25.34
22246 MEADOWVALE RD NW	75-00792-0120	45.68
19171 JOHNSON ST NW	75-00839-0210	33.31
10034 190TH AVE NW	75-00847-0425	25.34
19064 IVANHOE ST NW	75-00848-0502	25.34
19019 FILLMORE ST NW	75-00866-0215	32.21
9961 190TH AVE NW	75-00866-0355	61.62
19013 JOHNSON ST NW	75-00866-0520	33.32
10179 189TH AVE NW	75-00866-0530	25.34
19092 JOHNSON ST NW	75-00866-0705	61.63
10049 189TH AVE NW	75-00869-0512	33.31
11820 196TH AVE NW	75-00872-0120	25.34
18530 OGDEN ST NW	75-00884-0220	25.34
18603 OGDEN ST NW	75-00884-0305	25.34
9833 187TH LN NW	75-00890-0245	38.49
18731 EDISON ST NW	75-00890-0375	33.31
18575 SALEM ST NW	75-00901-0140	32.46
18602 SALEM ST NW	75-00901-0260	74.48
18811 FILLMORE ST NW	75-00905-0245	61.64
10812 190TH LN NW	75-00908-0115	33.32
10793 190TH LN NW	75-00908-0210	33.32
18731 IVANHOE ST NW	75-00920-0335	25.34
10135 TWIN LAKES PKWY NW	75-00920-0350	41.50
10125 TWIN LAKES PKWY NW	75-00920-0355	25.34
Grand Total		3,586.03





Request for Action

To
City Council

Item Number
4.7

Meeting Date
December 1, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
Agreement 25-35: Sherburne County Assessment Services

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Agreement 25-35 for Assessment Services with Sherburne County, effective July 1, 2026, through December 31, 2029, to perform property assessments for 2027–2029.

Background/Discussion

The Sherburne County assessor has performed the property assessment services for the city in the past and is renewing their assessment services agreement.

The fees for the 3-year agreement will be as follows:

Assessment Year	Property Type	Fee Per Parcel
2027	Improved Residential/Agriculture	\$6.18
	Unimproved Residential/Agriculture	\$4.12
	Commercial/Industrial/exempt/public utility	\$8.24
2028	Improved Residential/Agriculture	\$6.37
	Unimproved Residential/Agriculture	\$4.24
	Commercial/Industrial/exempt/public utility	\$8.49
2029	Improved Residential/Agriculture	\$6.56
	Unimproved Residential/Agriculture	\$4.37
	Commercial/Industrial/exempt/public utility	\$8.74

Financial Impact

The assessment service fee is a budgeted expense within the Finance division.

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Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. County Assessment Services Agreement 2027-2029

ASSESSMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Sherburne, a political subdivision of the State of Minnesota, hereinafter referred to as the “County” and City of Elk River, a political subdivision of the State of Minnesota, hereinafter referred to as “City”;

WHEREAS, said City lies either wholly or partially within the County and constitutes a separate assessment district; and

WHEREAS, under such circumstances the provision of the Minnesota Statutes, Sections 273.072 and 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said City desires the County to perform certain assessments on behalf of said City; and

WHEREAS, the County is willing to cooperate with said City by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein it is agreed as follows:

1. The County shall perform the 2027, 2028 and 2029 property assessment for the City in accordance with the property assessment procedures and practices established and observed by the County, the validity and reasonableness of which are hereby acknowledged and approved by the City. The property assessment by the County shall be composed of those assessment services which are set forth in Exhibit A, attached hereto and made a part hereof by reference.

2. All information, records, data, reports, and the like that are necessary to allow the County to carry out its responsibilities under this Agreement shall be furnished to the County without charge by the City and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.

3. The City agrees to furnish, without charge, work space, if needed, for an appraiser to perform such tasks as document review, with such tasks to be performed during normal business hours for the City.

4. The County agrees to indemnify and hold harmless the City and all of its agents and employees against any and all claims, demands, actions or causes of action arising out of or by reason of the performance of work provided for herein to be performed by the County. It is further agreed that any and all full time employees of the County engaged in the performance of any work or services required or provided for herein shall be considered employees of the County only and not of the City and that any and all claims that may arise under the Workman's Compensation Act of the State of Minnesota and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees shall be the sole obligation and responsibility of the County.

5. This Agreement shall commence on July 1, 2026 and shall terminate on December 31, 2029. Either party may initiate an extension of this Agreement for a term of three years by giving the other party written notice of its intent to extend no less than 120 days prior to the termination of this Agreement. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend the Agreement at least 60 days prior to the termination of this Agreement, this Agreement shall terminate on December 31, 2029.

6. In consideration of said assessment services, the City agrees to pay the County the following fee schedule – includes a 3% increase annually.

Assessment Year	Property Type	Fee Per Parcel
2027	Improved Residential/Agriculture	\$6.18
	Unimproved Residential/Agriculture	\$4.12
	Commercial/Industrial/exempt/public utility	\$8.24
2028	Improved Residential/Agriculture	\$6.37
	Unimproved Residential/Agriculture	\$4.24
	Commercial/Industrial/exempt/public utility	\$8.49
2029	Improved Residential/Agriculture	\$6.56
	Unimproved Residential/Agriculture	\$4.37
	Commercial/Industrial/exempt/public utility	\$8.74

7. Any notice which may be given or made by a party hereto under the terms of this Agreement shall be in writing and shall be sent by United States Mail or personally delivered to the other party addressed as follows:

To: City of Elk River
13065 Orono Parkway
Elk River MN 55330

To County: Michelle Moen, Sherburne County Assessor
Sherburne County Government Center
13880 Business Center Drive NW, Suite 100
Elk River, MN 55330

8. The Agreement may be amended or modified only by written agreement signed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its
duly authorized officers and delivered on its behalf, this _____ day of _____, 2026.

SHERBURNE COUNTY

Dated: _____

By _____
Michelle Moen
Sherburne County Assessor

CITY OF ELK RIVER

Dated: _____

By _____

Dated: _____

By _____

EXHIBIT A

During the term of this Agreement, the County shall:

1. Physically inspect and value and classify real property, in accordance with State statutes.
2. Physically inspect and value all new construction, additions and renovations.
3. Conduct valuation reviews prior to Board of Review or Open Book Meeting.
4. Attend Board of Review or Open Book Meetings either in person or virtually. Per Board request, make all necessary review appraisals.
5. Keep updated property records including physical characteristics, sales data, current values and classifications.
6. Administer all State mandated property tax programs and maintain proper documentation.
7. Print and mail valuation and classification notices.
8. Respond to taxpayers regarding assessment or appraisal inquiries and concerns.
9. Process all divisions, combinations, new plats, and annexations including revaluation and reclassification of affected parcels.
10. Administer the abatement process pursuant to Minn.Stat. § 375.192 and county abatement policy.
11. Make appraisals for, testify and/or negotiate all District Court and Tax Court filings.
12. Adjust estimated market values on all property annually based upon the market analysis of existing real estate market conditions.



Request for Action

To
City Council

Item Number
4.8

Meeting Date
December 1, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
2026 - 2030 Capital Improvement Plan

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Adopt, by motion, the 2026-2030 Capital Improvement Plan (CIP).

Background/Discussion

City staff and Council reviewed the proposed 2026-2030 CIP during a Regular Meeting Work Session. We reviewed the specific projects, costs, funding sources, and 5-year cash flow projections. The CIP is a strategic planning document that is re-evaluated on an annual basis. Upon each annual update, some projects will be deleted, added, or even delayed, reflecting community needs and the financial ability to fund the projects.

Approval of the CIP does not authorize spending or initiation of a given project. The City Council accepts and acknowledges the document with the provision that capital improvement planning is subject to the dynamics of the community and other unanticipated needs. Projects presented in the CIP will come back to the Council for approval per the financial management policy.

The Parks and Recreation Commission has discussed projects funded by the Park Improvement Fund and Park Dedication Fund. The Commission recommends the projects that have been included in the CIP. The 2026-2030 CIP expenditures will be reviewed closely through the Parks and Recreation Master Plan development process in 2026. Projects will be prioritized according to the funds available.

A few highlights of the CIP for 2026 include:

- Parks and Recreation Master Plan
- FTCenter parking lot expansion
- Updates at the PT Complex and Hillside Park
- Basketball court at Ridgewood East Park
- Lease of Turf Tank for athletic field marking
- Equipment replacement, including police squads, a fire vehicle, and parks and streets division equipment

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A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



Financial Impact

Projects and funding sources are identified in the 2026-2030 CIP

Mission/Policy/Goal

Responsibly grow.

Attachments

1. 2026 - 2030 Projects by Year
2. 2026 - 2030 Projects by Funding Source
3. 2026 - 2030 Project Details

2026 through 2030
Capital Improvement Plan
 Elk River, Minnesota
Projects By Year

Project Name	Department	Project #	Project Cost
2026			
Fire - Engines/Ladders	Fire	FD-03	2,025,000
Fire - Vehicles	Fire	FD-01	65,000
Knox Box Key Secure System Update	Fire	FD-26	55,000
Parking Lot Expansion	FTCenter	FTC-25	75,000
County Projects - Cost Share	Infrastructure Improvements	II-20	1,000,000
Pavement Management - Streets	Infrastructure Improvements	PM-01	1,300,000
Pavement Management - Parking Lots/Trails	Infrastructure Improvements	PM-02	200,000
TH10 & 165th Ave Intersection	Infrastructure Improvements	II-26	1,275,000
Monument Sign	Liquor	RS 26-2	120,000
Highway 10 Mississippi River Trail	Park Dedication	PDF 25-2	200,000
Park Improvement - Miscellaneous	Park Improvement	PIF 23-27	16,250
Parks & Recreation Master Plan	Park Improvement	PIF 25-3	100,000
Plants and Things Recreation Complex	Park Improvement	PIF 28-2	35,000
Basketball Courts - Deerfield/Ridgewood	Park Improvement	PIF 25-1	30,000
Field Lining - Turf Tank	Park Improvement	PIF 26-3	16,000
Hillside Park Improvments	Park Improvement	PIF 26-4	15,000
Parks - Pickup Trucks	Park Maintenance	PK-01	90,000
Parks - Mobile Equipment	Park Maintenance	PK-02	223,000
Comprehensive Update of Zoning Ordinance	Planning	Plan-25	150,000
Jackson Street Water Tower Park	Planning	PDF 25-3	50,000
Police - Unmarked Squads	Police	PD-02	75,000
Police - CSO Vehicles	Police	PD-03	75,000
Red Dot Sight Project	Police	PD-25	51,500
Drone Replacement Project	Police	PD-26	27,500
Northbound/Cannabound	Retail Operations	RS 26-1	8,500,000
Grit Classifier Replacement	Sewer Department	WW-30	150,000
CR 44 Sewer Replacement	Sewer Department	WW-33	250,000
Wastewater - Vehicle	Sewer Department	WW-06	65,000
TH10 Lift Station-Wetwell Rehab	Sewer Department	WW-29	150,000
Stormwater Projects	Storm Water	STW-1	50,000
Streets - Dump Trucks	Streets	ST-02	325,000
Streets - Mobile Equipment	Streets	ST-03	194,000
2026 Technology Upgrades	Technology/Communications	TC-26	211,000
Total for 2026			17,164,250

2027			
Facilities Maintenance - Vehicles	Facilities Maintenance	BM-01	150,000
Fire - Engines/Ladders	Fire	FD-03	2,100,000
Fire - Vehicles	Fire	FD-01	60,000
Fire - Trucks	Fire	FD-02	100,000
Fire - Burn Building	Fire	FD-07	1,000,000
Fire Station No. 1	Fire	FS 26-1	20,000,000
Overlook Lounge Rooftop Expansion	FTCenter	FTC-26	80,000
Zamboni Replacement	FTCenter	FTC-27	250,000
County Projects - Cost Share	Infrastructure Improvements	II-20	1,720,000
Pavement Management - Streets	Infrastructure Improvements	PM-01	6,000,000
Pavement Management - Parking Lots/Trails	Infrastructure Improvements	PM-02	350,000

Project Name	Department	Project #	Project Cost
Library	<i>Library</i>	LB-03	120,000
Hillside Park Parking Lot	<i>Park Dedication</i>	PDF 25-1	250,000
Playground/Basketball Court - Riverplace	<i>Park Improvement</i>	PIF 26-1	185,000
Park Improvement - Miscellaneous	<i>Park Improvement</i>	PIF 23-27	10,000
Playgrounds - Country Crossing/Trott Brook	<i>Park Improvement</i>	PIF 24-1	125,000
Lions Park Shelters	<i>Park Improvement</i>	PIF 26-2	300,000
Rivers Edge Park Fountain	<i>Park Improvement</i>	PIF 27-2	75,000
Plants and Things Recreation Complex	<i>Park Improvement</i>	PIF 28-2	35,000
Athletic Facilities Framework Phase 1	<i>Park Improvement</i>	AFF 27-1	10,455,000
Athletic Facilities Framework Phase 2	<i>Park Improvement</i>	AFF 27-2	5,550,000
Field Lining - Turf Tank	<i>Park Improvement</i>	PIF 26-3	16,000
Country Crossings Basketball Court	<i>Park Improvement</i>	PIF 27-3	10,000
Dave Anderson AC Infield Recon	<i>Park Improvement</i>	PIF 27-5	60,000
Trott Brook Tennis Court	<i>Park Improvement</i>	PIF 27-4	15,000
Trott Brook Basketball Court	<i>Park Improvement</i>	PIF 27-6	9,000
Parks - Pickup Trucks	<i>Park Maintenance</i>	PK-01	157,000
Police - Patrol Squads	<i>Police</i>	PD-01	170,000
Police K9	<i>Police</i>	PD-05	20,000
Rifle Replacement	<i>Police</i>	PD-27	81,500
Wastewater - Vehicle	<i>Sewer Department</i>	WW-06	700,000
Wastewater - Lift Station Improvements	<i>Sewer Department</i>	WW-19	60,000
Generators	<i>Sewer Department</i>	WW-28	30,000
Stormwater Projects	<i>Storm Water</i>	STW-1	350,000
Streets - Pickup Trucks	<i>Streets</i>	ST-01	55,000
Streets - Mobile Equipment	<i>Streets</i>	ST-03	225,000
2027 Technology Upgrades	<i>Technology/Communications</i>	TC-27	120,000
Total for 2027			50,993,500

2028

Building Safety - Vehicles	<i>Building Safety</i>	BZ-01	55,000
Facilities Maintenance - Vehicles	<i>Facilities Maintenance</i>	BM-01	80,000
Fire - Engines/Ladders	<i>Fire</i>	FD-03	600,000
Pavement Management - Streets	<i>Infrastructure Improvements</i>	PM-01	300,000
Pavement Management - Parking Lots/Trails	<i>Infrastructure Improvements</i>	PM-02	200,000
193rd Avenue Roundabout	<i>Infrastructure Improvements</i>	II-28	2,000,000
Oak Knoll Athletic Complex	<i>Park Dedication</i>	PDF 28-1	450,000
Plants and Things Recreation Complex	<i>Park Improvement</i>	PIF 28-2	35,000
Field Lining - Turf Tank	<i>Park Improvement</i>	PIF 26-3	16,000
Dave Anderson Athletic Complex Fencing	<i>Park Improvement</i>	PIF 28-1	300,000
Dave Anderson AC - Lighting	<i>Park Improvement</i>	PIF 28-6	600,000
Highlands Park Playground Replacement	<i>Park Improvement</i>	PIF 28-3	150,000
Lions Park Basketball Court Replacement	<i>Park Improvement</i>	PIF 28-4	175,000
PTAC Field Reconstruction	<i>Park Improvement</i>	PIF 28-5	40,000
Parks - Mobile Equipment	<i>Park Maintenance</i>	PK-02	50,000
Police - Unmarked Squads	<i>Police</i>	PD-02	72,500
Police - Patrol Squads	<i>Police</i>	PD-01	85,000
Head of Plant Splitter Structure	<i>Sewer Department</i>	WW-31	3,800,000
Wastewater - Lift Station Improvements	<i>Sewer Department</i>	WW-19	60,000
Generators	<i>Sewer Department</i>	WW-28	30,000
Stormwater Projects	<i>Storm Water</i>	STW-1	50,000
Streets - Pickup Trucks	<i>Streets</i>	ST-01	70,000
Streets - Mobile Equipment	<i>Streets</i>	ST-03	490,000
2028 Technology Upgrades	<i>Technology/Communications</i>	TC-28	105,000
Total for 2028			9,813,500

Project Name	Department	Project #	Project Cost
2029			
Building Safety - Vehicles	<i>Building Safety</i>	BZ-01	50,000
Fire - Vehicles	<i>Fire</i>	FD-01	75,000
Pavement Management - Streets	<i>Infrastructure Improvements</i>	PM-01	3,500,000
Pavement Management - Parking Lots/Trails	<i>Infrastructure Improvements</i>	PM-02	350,000
Plants and Things Recreation Complex	<i>Park Improvement</i>	PIF 28-2	35,000
Barrington Park Basketball Court	<i>Park Improvement</i>	PIF 29-1	30,000
Dave Anderson AC Concessions Bldg	<i>Park Improvement</i>	PIF 29-2	250,000
Woodland Trails Bituminous Trail Replacement	<i>Park Improvement</i>	PIF 29-3	646,800
Parks - Pickup Trucks	<i>Park Maintenance</i>	PK-01	55,000
Police - Unmarked Squads	<i>Police</i>	PD-02	75,000
Police - Patrol Squads	<i>Police</i>	PD-01	85,500
Police Department Gun Range Update	<i>Police</i>	PD-29	175,000
Wastewater - Lift Station Improvements	<i>Sewer Department</i>	WW-19	65,000
Generators	<i>Sewer Department</i>	WW-28	30,000
Stormwater Projects	<i>Storm Water</i>	STW-1	350,000
Streets - Dump Trucks	<i>Streets</i>	ST-02	325,000
Streets - Mobile Equipment	<i>Streets</i>	ST-03	389,000
2029 Technology Upgrades	<i>Technology/Communications</i>	TC-29	90,000
Total for 2029			6,576,300
2030			
Pavement Management - Streets	<i>Infrastructure Improvements</i>	PM-01	300,000
Pavement Management - Parking Lots/Trails	<i>Infrastructure Improvements</i>	PM-02	200,000
Downtown Infrastructure Improvements	<i>Infrastructure Improvements</i>	II-30	50,000,000
Athletic Facilities Framework Phase 3	<i>Park Improvement</i>	AFF 30-1	8,785,000
Athletic Facilities Framework Phase 4	<i>Park Improvement</i>	AFF 30-2	8,895,000
Kliever Point Park Playground Replacement	<i>Park Improvement</i>	PIF 30-1	150,000
Kliever Point Park Basketball Court	<i>Park Improvement</i>	PIF 30-2	30,000
Ridgewood East Park Basketball Court	<i>Park Improvement</i>	PIF 30-3	3,000
West Oaks Playground Replacement	<i>Park Improvement</i>	PIF 30-4	150,000
West Oaks Park Basketball Court	<i>Park Improvement</i>	PIF 30-5	30,000
Windsor Park Playground Replacement	<i>Park Improvement</i>	PIF 30-6	150,000
Police - Unmarked Squads	<i>Police</i>	PD-02	85,500
Records Management System	<i>Police</i>	PD-30	200,000
Wastewater - Lift Station Improvements	<i>Sewer Department</i>	WW-19	70,000
Generators	<i>Sewer Department</i>	WW-28	30,000
Stormwater Projects	<i>Storm Water</i>	STW-1	50,000
2030 Technology Upgrades	<i>Technology/Communications</i>	TC-30	175,000
Total for 2030			69,303,500
GRAND TOTAL			153,851,050

2026 through 2030
Capital Improvement Plan
 Elk River, Minnesota
Projects By Funding Source

Source	Project #	2026	2027	2028	2029	2030	Total
Bond Proceeds							
Athletic Facilities Framework Phase 1	AFF 27-1		10,455,000				10,455,000
Athletic Facilities Framework Phase 2	AFF 27-2		5,550,000				5,550,000
Athletic Facilities Framework Phase 3	AFF 30-1					8,785,000	8,785,000
Athletic Facilities Framework Phase 4	AFF 30-2					8,895,000	8,895,000
Northbound/Cannabound	RS 26-1	7,000,000					7,000,000
Bond Proceeds Total		7,000,000	16,005,000	0	0	17,680,000	40,685,000

Capital Reserve - IT

2026 Technology Upgrades	TC-26	170,000					170,000
2027 Technology Upgrades	TC-27		105,000				105,000
2028 Technology Upgrades	TC-28			93,000			93,000
2029 Technology Upgrades	TC-29				78,000		78,000
2030 Technology Upgrades	TC-30					158,000	158,000
Records Management System	PD-30					200,000	200,000
Capital Reserve - IT Total		170,000	105,000	93,000	78,000	358,000	804,000

Capital Reserve - Undesignated

Police K9	PD-05		20,000				20,000
Red Dot Sight Project	PD-25	51,500					51,500
Rifle Replacement	PD-27		81,500				81,500
Capital Reserve - Undesignated Total		51,500	101,500	0	0	0	153,000

City Development Fund

Comprehensive Update of Zoning Ordinance	Plan-25	150,000					150,000
City Development Fund Total		150,000	0	0	0	0	150,000

Developer

TH10 & 165th Ave Intersection	II-26	637,500					637,500
Developer Total		637,500	0	0	0	0	637,500

Equipment Replacement Fund

Building Safety - Vehicles	BZ-01			55,000	50,000		105,000
Facilities Maintenance - Vehicles	BM-01		150,000	80,000			230,000
Fire - Trucks	FD-02		100,000				100,000
Fire - Vehicles	FD-01	65,000	60,000		75,000		200,000
Parks - Mobile Equipment	PK-02	223,000		50,000			273,000
Parks - Pickup Trucks	PK-01	90,000	157,000		55,000		302,000

Source	Project #	2026	2027	2028	2029	2030	Total
Police - CSO Vehicles	PD-03	75,000					75,000
Police - Patrol Squads	PD-01		170,000	85,000	85,500		340,500
Police - Unmarked Squads	PD-02	75,000		72,500	75,000	85,500	308,000
Streets - Dump Trucks	ST-02	325,000			325,000		650,000
Streets - Mobile Equipment	ST-03	194,000	225,000	490,000	389,000		1,298,000
Streets - Pickup Trucks	ST-01		55,000	70,000			125,000
Equipment Replacement Fund Total		1,047,000	917,000	902,500	1,054,500	85,500	4,006,500

ERMU

2026 Technology Upgrades	TC-26	41,000					41,000
2027 Technology Upgrades	TC-27		15,000				15,000
2028 Technology Upgrades	TC-28			12,000			12,000
2029 Technology Upgrades	TC-29				12,000		12,000
2030 Technology Upgrades	TC-30					17,000	17,000
ERMU Total		41,000	15,000	12,000	12,000	17,000	97,000

Federal Grant

193rd Avenue Roundabout	II-28			800,000			800,000
Federal Grant Total		0	0	800,000	0	0	800,000

Government Buildings

Library	LB-03		120,000				120,000
Overlook Lounge Rooftop Expansion	FTC-26		80,000				80,000
Police Department Gun Range Update	PD-29				175,000		175,000
Government Buildings Total		0	200,000	0	175,000	0	375,000

Interfund Loan

Parking Lot Expansion	FTC-25	75,000					75,000
Zamboni Replacement	FTC-27		250,000				250,000
Interfund Loan Total		75,000	250,000	0	0	0	325,000

Liquor Fund

Monument Sign	RS 26-2	120,000					120,000
Northbound/Cannabound	RS 26-1	1,500,000					1,500,000
Liquor Fund Total		1,620,000	0	0	0	0	1,620,000

Municipal State Aid

193rd Avenue Roundabout	II-28			1,000,000			1,000,000
County Projects - Cost Share	II-20		1,720,000				1,720,000
Pavement Management - Streets	PM-01		4,000,000				4,000,000
TH10 & 165th Ave Intersection	II-26	637,500					637,500
Municipal State Aid Total		637,500	5,720,000	1,000,000	0	0	7,357,500

Source	Project #	2026	2027	2028	2029	2030	Total
Park Dedication							
County Projects - Cost Share	II-20	250,000					250,000
Highway 10 Mississippi River Trail	PDF 25-2	200,000					200,000
Hillside Park Parking Lot	PDF 25-1		250,000				250,000
Oak Knoll Athletic Complex	PDF 28-1			450,000			450,000
Park Dedication Total		450,000	250,000	450,000	0	0	1,150,000

Park Improvement

Barrington Park Basketball Court	PIF 29-1				30,000		30,000
Basketball Courts - Deerfield/Ridgewood	PIF 25-1	30,000					30,000
Country Crossings Basketball Court	PIF 27-3		10,000				10,000
Dave Anderson AC Concessions Bldg	PIF 29-2				250,000		250,000
Dave Anderson AC Infield Recon	PIF 27-5		60,000				60,000
Dave Anderson AC - Lighting	PIF 28-6			600,000			600,000
Dave Anderson Athletic Complex Fencing	PIF 28-1			300,000			300,000
Field Lining - Turf Tank	PIF 26-3	16,000	16,000	16,000			48,000
Highlands Park Playground Replacement	PIF 28-3			150,000			150,000
Hillside Park Improvments	PIF 26-4	15,000					15,000
Kliever Point Park Basketball Court	PIF 30-2					30,000	30,000
Kliever Point Park Playground Replacement	PIF 30-1					150,000	150,000
Lions Park Basketball Court Replacement	PIF 28-4			175,000			175,000
Lions Park Shelters	PIF 26-2		300,000				300,000
Park Improvement - Miscellaneous	PIF 23-27	16,250	10,000				26,250
Parks & Recreation Master Plan	PIF 25-3	100,000					100,000
Plants and Things Recreation Complex	PIF 28-2	35,000	35,000	35,000	35,000		140,000
Playground/Basketball Court - Riverplace	PIF 26-1		185,000				185,000
Playgrounds - Country Crossing/Trott Brook	PIF 24-1		125,000				125,000
PTAC Field Reconstruction	PIF 28-5			40,000			40,000
Ridgewood East Park Basketball Court	PIF 30-3					3,000	3,000
Rivers Edge Park Fountain	PIF 27-2		75,000				75,000
Trott Brook Basketball Court	PIF 27-6		9,000				9,000
Trott Brook Tennis Court	PIF 27-4		15,000				15,000
West Oaks Park Basketball Court	PIF 30-5					30,000	30,000
West Oaks Playground Replacement	PIF 30-4					150,000	150,000
Windsor Park Playground Replacement	PIF 30-6					150,000	150,000
Woodland Trails Bituminous Trail Replacement	PIF 29-3				646,800		646,800
Park Improvement Total		212,250	840,000	1,316,000	961,800	513,000	3,843,050

Pavement Management

193rd Avenue Roundabout	II-28			200,000			200,000
County Projects - Cost Share	II-20	750,000					750,000
Pavement Management - Parking Lots/Trails	PM-02	200,000	350,000	200,000	350,000	200,000	1,300,000
Pavement Management - Streets	PM-01	1,300,000	2,000,000	300,000	3,500,000	300,000	7,400,000
Pavement Management Total		2,250,000	2,350,000	700,000	3,850,000	500,000	9,650,000

Source	Project #	2026	2027	2028	2029	2030	Total
Public Safety Aid							
Drone Replacement Project	PD-26	27,500					27,500
Public Safety Aid Total		27,500	0	0	0	0	27,500
Sewer Fund							
CR 44 Sewer Replacement	WW-33	250,000					250,000
Generators	WW-28		30,000	30,000	30,000	30,000	120,000
Grit Classifier Replacement	WW-30	150,000					150,000
Head of Plant Splitter Structure	WW-31			3,800,000			3,800,000
TH10 Lift Station-Wetwell Rehab	WW-29	150,000					150,000
Wastewater - Lift Station Improvements	WW-19		60,000	60,000	65,000	70,000	255,000
Wastewater - Vehicle	WW-06	65,000	700,000				765,000
Sewer Fund Total		615,000	790,000	3,890,000	95,000	100,000	5,490,000
Storm Water							
Stormwater Projects	STW-1	50,000	350,000	50,000	350,000	50,000	850,000
Storm Water Total		50,000	350,000	50,000	350,000	50,000	850,000
Yet To Be Determined							
Downtown Infrastructure Improvements	II-30					50,000,000	50,000,000
Fire - Burn Building	FD-07		1,000,000				1,000,000
Fire - Engines/Ladders	FD-03	2,025,000	2,100,000	600,000			4,725,000
Fire Station No. 1	FS 26-1		20,000,000				20,000,000
Jackson Street Water Tower Park	PDF 25-3	50,000					50,000
Knox Box Key Secure System Update	FD-26	55,000					55,000
Yet To Be Determined Total		2,130,000	23,100,000	600,000	0	50,000,000	75,830,000
GRAND TOTAL		17,164,250	50,993,500	9,813,500	6,576,300	69,303,500	153,851,050

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # BZ-01

Project Name Building Safety - Vehicles

Contact Public Works Supervisor Department Building Safety

Type Vehicle Category Vehicles

Status Active Useful Life 10 years

Description

2028 - #511 (Code Enforcement) - 2015 GMC Sierra 1500

2029 - #507 - 2017 Chev Traverse

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	0	0	55,000	50,000	0	105,000
Total	0	0	55,000	50,000	0	105,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # BM-01

Project Name Facilities Maintenance - Vehicles

Contact Public Works Supervisor

Type Vehicle

Status Active

Department Facilities Maintenance

Category Vehicles

Useful Life 10 years

Description

2027 - #370 - 2012 Ford F350 Utility

2028 - #375 - 2009 Ford E150 Van

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	0	150,000	80,000	0	0	230,000
Total	0	150,000	80,000	0	0	230,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-01
Project Name	Fire - Vehicles

Contact	Public Works Supervisor	Department	Fire
Type	Vehicle	Category	Vehicles
Status	Active	Useful Life	10 years

Description

2026 - Replace #401 - 2015 Chevrolet Tahoe (carryover from 2025)

2027 - Replace #406 - 2004 Polaris 4-wheeler

2029 - Replace #402 - 2018 Chevrolet Tahoe

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	65,000	60,000	0	75,000	0	200,000
Total	65,000	60,000	0	75,000	0	200,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-02
Project Name	Fire - Trucks

Contact	Public Works Supervisor	Department	Fire
Type	Vehicle	Category	Vehicles
Status	Active	Useful Life	15 years

Description

2027 - #412 - 2006 Ford F350 Grass 2

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	0	100,000	0	0	0	100,000
Total	0	100,000	0	0	0	100,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # FD-03

Project Name Fire - Engines/Ladders

Contact Fire Chief

Type Vehicle

Status Active

Department Fire

Category Vehicles

Useful Life 20 years

Description

2026 - #419 - 1990 Pierce Ladder 1 (on order)

2027 - #424 - 2001 Pierce Enforcer Engine 4 (on order)

2028 - #418 - 2008 Ford Sterling Tender 2

Justification

Based on annual condition assessment. The fire engines/ladders are the primary front-line response units.

Funding Sources	2026	2027	2028	2029	2030	Total
Yet To Be Determined	2,025,000	2,100,000	600,000	0	0	4,725,000
Total	2,025,000	2,100,000	600,000	0	0	4,725,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-07		
Project Name	Fire - Burn Building		
Contact	Fire Chief	Department	Fire
Type	Building	Category	Buildings
Status	Active	Useful Life	25 years

Description

Fire burn building for training

Justification

For the continued required training for firefighters to have live fire training. Acquiring residential structures are no longer a long-term solution and the lack of live fire training is making the job of firefighting unsafe.

Funding Sources	2026	2027	2028	2029	2030	Total
Yet To Be Determined	0	1,000,000	0	0	0	1,000,000
Total	0	1,000,000	0	0	0	1,000,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # FD-26

Project Name Knox Box Key Secure System Update

Contact	Fire Chief	Department	Fire
Type	Maintenance	Category	Unassigned
Status	Active	Useful Life	None

Description

The Knox system is a key box system that allows police, fire, and EMS access to buildings in our communities during an emergency without having to damage a door to gain entry. This saves valuable time and property. We currently have 363 Knox boxes around our communities. The upgrade to the newest key secure system would also enable us to manage the key system from a cloud-based program remotely, versus having to utilize older technology and physically plugging into the units. There are currently 32 key secure units in service across the Elk River Fire, Police and Ambulance fleet.

Justification

Current system is outdated, relying on older technology for maintaining and tracking users and keys. This has led to situations causing delays for police, fire, and EMS to be able to access buildings in a timely manner in an emergency. This will improve reliability, maintenance, and security of these units.

Funding Sources	2026	2027	2028	2029	2030	Total
Yet To Be Determined	55,000	0	0	0	0	55,000
Total	55,000	0	0	0	0	55,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	FS 26-1		
Project Name	Fire Station No. 1		

Contact	Fire Chief	Department	Fire
Type	Building	Category	Buildings
Status	Active	Useful Life	75 years

Description

Replacement of Fire Station No. 1

Justification

The current Fire Station No. 1 is past it's expected life and is failing.

Funding Sources	2026	2027	2028	2029	2030	Total
Yet To Be Determined	0	20,000,000	0	0	0	20,000,000
Total	0	20,000,000	0	0	0	20,000,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	FTC-25		
Project Name	Parking Lot Expansion		
Contact	Multipurpose Facility Supt.	Department	FTCenter
Type	Infrastructure	Category	Buildings
Status	Active	Useful Life	30 years

Description

Increase parking capacity at the FT Center due to an increasing need for daytime and special event parking.

Staff has identified the potential for 30 additional parking stalls to be added on the west side of the FT Center in an undeveloped area.

Justification

Weekly complaints are received due to the lack of parking at the facility.

Building Reserve Fund - Intergovernmental Loan to finance Improvement?

Funding Sources	2026	2027	2028	2029	2030	Total
Interfund Loan	75,000	0	0	0	0	75,000
Total	75,000	0	0	0	0	75,000

Budget Impact

Minimal impact as mowing maintance will be replaced with snow removal.

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # FTC-26

Project Name Overlook Lounge Rooftop Expansion

Contact	Multipurpose Facility Supt.	Department	FTCenter
Type	Building	Category	Buildings
Status	Active	Useful Life	30 years

Description

Expand service offerings and seating capacity by expanding the Overlook Lounge with a roof top patio unique to Elk River and continuing to differentiate our unique venue.

Justification

Sales decrease substantially in the summer months and a roof top patio would attract non-user groups to leverage our menu and catering opportunities.

Building Reserve Fund - Intergovernmental Loan to finance Improvement?

Funding Sources	2026	2027	2028	2029	2030	Total
Government Buildings	0	80,000	0	0	0	80,000
Total	0	80,000	0	0	0	80,000

Budget Impact

Summer Overlook sales increased and projecting a return on investment within 5 years.

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	FTC-27		
Project Name	Zamboni Replacement		
Contact	Multipurpose Facility Supt.	Department	FTCenter
Type	Equipment	Category	Equipment
Status	Active	Useful Life	10 years

Description

Zamboni #2 replacement for improving service reliability once Zamboni #2 reaches end of service life.

Zamboni will have a modest trade-in value. The Zamboni #1 had a trade in value of \$35,000 in 2023.

Zamboni #1 was replaced in 2023 and was purchased using an intergovernmental fund loan from the Vehicle Replacement Fund.

The new #2 Zamboni balance post trade-in will be financed through an intergovernmental loan over a 10-year amortization schedule at the market interest rate.

Justification

The timely replacement of Zamboni #2 improves the service reliability once Zamboni #2 reaches end of service life.

Funding Sources	2026	2027	2028	2029	2030	Total
Interfund Loan	0	250,000	0	0	0	250,000
Total	0	250,000	0	0	0	250,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	II-20		
Project Name	County Projects - Cost Share		
Contact	Public Works Director	Department	Infrastructure Improvements
Type	Infrastructure	Category	Street Construction
Status	Active	Useful Life	25 years

Description

City share of county projects include:

2026 - CR 44 Reconstruction (\$750,000) and Trail (\$250,000)

2027 - CR 33 Realignment and future trail preparation (\$2,200,000 less \$480,000 county turn back)

Justification

City participation in projects initiated by Sherburne County.

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	1,720,000	0	0	0	1,720,000
Pavement Management	750,000	0	0	0	0	750,000
Park Dedication	250,000	0	0	0	0	250,000
Total	1,000,000	1,720,000	0	0	0	2,720,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	II-26		
Project Name	TH10 & 165th Ave Intersection		
Contact	Public Works Director	Department	Infrastructure Improvements
Type	Infrastructure	Category	Street Construction
Status	Active	Useful Life	25 years

Description

Design and implement improvements to the TH10 & 165th Avenue intersection.

Justification

Improvements to the local road connections to Hwy 10 to assure the successful development of Oakwater Ridge.

Funding Sources	2026	2027	2028	2029	2030	Total
Developer	637,500	0	0	0	0	637,500
Municipal State Aid	637,500	0	0	0	0	637,500
Total	1,275,000	0	0	0	0	1,275,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	II-28		
Project Name	193rd Avenue Roundabout		
Contact	Public Works Director	Department	Infrastructure Improvements
Type	Infrastructure	Category	Street Construction
Status	Active	Useful Life	25 years

Description

Add a roundabout at the intersection of 193rd Avenue and Evans Street

Justification

Continued development in the area and increase in traffic demands have resulted in need for additional controls at this intersection

Funding Sources	2026	2027	2028	2029	2030	Total
Municipal State Aid	0	0	1,000,000	0	0	1,000,000
Federal Grant	0	0	800,000	0	0	800,000
Pavement Management	0	0	200,000	0	0	200,000
Total	0	0	2,000,000	0	0	2,000,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # II-30

Project Name Downtown Infrastructure Improvements

Contact Public Works Director Department Infrastructure Improvements

Type Infrastructure Category Street Construction

Status Active Useful Life 50 years

Description

Main Street rail separation

Justification

As detailed in the Downtown Master Plan, continue to work on developing this project with our partners at BNSF an MNDOT

Funding Sources	2026	2027	2028	2029	2030	Total
Yet To Be Determined	0	0	0	0	50,000,000	50,000,000
Total	0	0	0	0	50,000,000	50,000,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PM-01
Project Name Pavement Management - Streets

Contact Public Works Director Department Infrastructure Improvements
Type Improvement Category Street Construction
Status Active Useful Life 25 years

Description

Preventative maintenance on our streets includes sealcoating, crackfilling and small overlay projects. Street improvement projects to replace, overlay or rehabilitate aged and deteriorated streets, storm drainage, and adjacent walks will be completed every other year.

2026 - Main Street reconstruction

Justification

Individual street pavement conditions will dictate what pavement management technique will be utilized to extend the life of that specific street segment. These techniques may range from preventative maintenance to a full reconstruction of the surface and aggregate base. As they are implemented, the prescribed techniques will continually be gauged to assure their performance is proper in extending the life of our pavements.

Funding Sources	2026	2027	2028	2029	2030	Total
Pavement Management	1,300,000	2,000,000	300,000	3,500,000	300,000	7,400,000
Municipal State Aid	0	4,000,000	0	0	0	4,000,000
Total	1,300,000	6,000,000	300,000	3,500,000	300,000	11,400,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PM-02

Project Name Pavement Management - Parking Lots/Trails

Contact Public Works Director Department Infrastructure Improvements

Type Maintenance Category Street Maintenance

Status Active Useful Life 15 years

Description

Overlay and sealcoat public parking lots and trails as needed

Justification

Projects will be prioritized based on condition and available funding after all street maintenance project needs are met.

Funding Sources	2026	2027	2028	2029	2030	Total
Pavement Management	200,000	350,000	200,000	350,000	200,000	1,300,000
Total	200,000	350,000	200,000	350,000	200,000	1,300,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	LB-03
Project Name	Library

Contact	Facilities Maintenance Supt.	Department	Library
Type	Improvement	Category	Building Maintenance
Status	Active	Useful Life	None

Description

Improvements to the library.

2027 - Roof replacement

Justification

Beautification and maintenance of the library building and grounds.

Funding Sources	2026	2027	2028	2029	2030	Total
Government Buildings	0	120,000	0	0	0	120,000
Total	0	120,000	0	0	0	120,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	RS 26-2		
Project Name	Monument Sign		
Contact	Retail Operations Manager	Department	Liquor
Type	Improvement	Category	Buildings
Status	Pending	Useful Life	20 years

Description

Monument sign for Northbound/Cannabound. Thirty foot sign with 4 displays (Northbound & Cannabound plus 2 for other business advertising).

Justification

New monument sign with updated logo needed for visibility related to reconstruction of TH 169 and location of new stores.

Funding Sources	2026	2027	2028	2029	2030	Total
Liquor Fund	120,000	0	0	0	0	120,000
Total	120,000	0	0	0	0	120,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PDF 25-1		
Project Name	Hillside Park Parking Lot		
Contact	Recreation Manager	Department	Park Dedication
Type	Infrastructure	Category	Park Improvements
Status	Active	Useful Life	15 years

Description

Construct a paved parking lot at Hillside Park including curb and gutter.

Justification

A paved parking lot at Hillside Park is recommended in the Hillside Park Master Plan approved by city council November 2016.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication	0	250,000	0	0	0	250,000
Total	0	250,000	0	0	0	250,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PDF 25-2
Project Name	Highway 10 Mississippi River Trail

Contact	Recreation Manager	Department	Park Dedication
Type	Infrastructure	Category	Trail Improvements
Status	Active	Useful Life	20 years

Description

Highway 10 Mississippi River Trail

Justification

The trail is recommended in the Trails Master Plan

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication	200,000	0	0	0	0	200,000
Total	200,000	0	0	0	0	200,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PDF 28-1
Project Name Oak Knoll Athletic Complex

Contact	Recreation Manager	Department	Park Dedication
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	20 years

Description

Makes improvements to the Oak Knoll Athletic Complex.

Justification

The improvements made to the Oak Knoll Complex are based on the recommendations in the Athletic Facilities Master Plan.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Dedication	0	0	450,000	0	0	450,000
Total	0	0	450,000	0	0	450,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	AFF 27-1		
Project Name	Athletic Facilities Framework Phase 1		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	50 years

Description

Three rectangle fields at PT Complex.

Justification

Athletic Fields Framework Plan (Adopted February 2025)

Funding Sources	2026	2027	2028	2029	2030	Total
Bond Proceeds	0	10,455,000	0	0	0	10,455,000
Total	0	10,455,000	0	0	0	10,455,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	AFF 27-2		
Project Name	Athletic Facilities Framework Phase 2		
Contact	Recreation Manager	Department	Park Improvement
Type	Infrastructure	Category	Park Improvements
Status	Active	Useful Life	50 years

Description

ISD 728 Partnership to reconstruct Hales Field at Oak Knoll Athletic Complex.

Justification

Athletic Fields Framework Plan (Adopted February 2025)

Funding Sources	2026	2027	2028	2029	2030	Total
Bond Proceeds	0	5,550,000	0	0	0	5,550,000
Total	0	5,550,000	0	0	0	5,550,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	AFF 30-1		
Project Name	Athletic Facilities Framework Phase 3		

Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	50 years

Description

Four softball fields at PT Complex

Justification

Athletic Fields Framework Plan (Adopted February 2025)

Funding Sources	2026	2027	2028	2029	2030	Total
Bond Proceeds	0	0	0	0	8,785,000	8,785,000
Total	0	0	0	0	8,785,000	8,785,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	AFF 30-2		
Project Name	Athletic Facilities Framework Phase 4		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	50 years

Description

PT Complex paved parking lot and two additional rectangular fields.

Justification

Athletic Fields Framework Plan (Adopted February 2025)

Funding Sources	2026	2027	2028	2029	2030	Total
Bond Proceeds	0	0	0	0	8,895,000	8,895,000
Total	0	0	0	0	8,895,000	8,895,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 23-27		
Project Name	Park Improvement - Miscellaneous		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	5 years

Description

WHHCA - Friends of the Mississippi partnership - \$6,250 Miscellaneous park projects - \$10,000

Justification

Various park improvement expenditures

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	16,250	10,000	0	0	0	26,250
Total	16,250	10,000	0	0	0	26,250

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 24-1		
Project Name	Playgrounds - Country Crossing/Trott Brook		
Contact	Recreation Manager	Department	Park Improvement
Type	Equipment	Category	Playground Equipment
Status	Active	Useful Life	15 years

Description

Replace playgrounds at Country Crossing and Trott Brook parks

2024 - Trott Brook

2027 - Country Crossing

Justification

Annual maintenance/repairs of our park system.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	125,000	0	0	0	125,000
Total	0	125,000	0	0	0	125,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 25-1		
Project Name	Basketball Courts - Deerfield/Ridgewood		

Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	15 years

Description

Replace basketball courts at Deerfield park (2025) and Ridgewood park (2026)

)

Justification

Annual maintenance/repairs of our park system.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	30,000	0	0	0	0	30,000
Total	30,000	0	0	0	0	30,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 25-3		
Project Name	Parks & Recreation Master Plan		
Contact	Recreation Manager	Department	Park Improvement
Type	Study	Category	Park Improvements
Status	Active	Useful Life	20 years

Description

A Parks and Recreation Master Plan will provide direction for the city council, the parks and recreation commission and city staff to guide them in the big picture decision making that will impact the parks and recreation system. The key components are the community engagement and a statistically-valid community survey. It should also include relevant influencing trends, program analysis, level of service analysis, financial analysis, action plan and initiatives, task execution and priority actions.

Justification

The Comprehensive Plan adopted October 2021 recommends the city update the Parks and Recreation Master Plan. The Parks Master Plan was adopted in 2015 and many projects identified in the plan such as the improvements to Orono Park are completed. The city should update the plan to identify new parks and recreation needs in the community as it grows.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	100,000	0	0	0	0	100,000
Total	100,000	0	0	0	0	100,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 26-1		
Project Name	Playground/Basketball Court - Riverplace		

Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	15 years

Description

Replacement of playground equipment and basketball court

Justification

Annual maintenance/repairs of our park system.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	185,000	0	0	0	185,000
Total	0	185,000	0	0	0	185,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 26-2		
Project Name	Lions Park Shelters		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	20 years

Description

Replace park shelters (3) at Lion John Weicht Park

Justification

Annual replacement/improvement of our park system.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	300,000	0	0	0	300,000
Total	0	300,000	0	0	0	300,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 26-3		
Project Name	Field Lining - Turf Tank		
Contact	Recreation Manager	Department	Park Improvement
Type	Equipment	Category	Park Improvements
Status	Active	Useful Life	1 year

Description

We are looking to lease a Turf Tank to help line our rectangle fields.

Justification

Our field usage is expected to increase in 2026 and Park Maintenance has indicated this is a necessary tool to provide quality work while not requiring significantly more work hours. We are also exploring how this device might be used elsewhere, perhaps on trails that could be striped.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	16,000	16,000	16,000	0	0	48,000
Total	16,000	16,000	16,000	0	0	48,000

Budget Impact

Overall, this would be a net positive, given the ability of the device to stripe fields while not requiring more work hours from staff.

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 26-4		
Project Name	Hillside Park Improvments		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	5 years

Description

General improvements at Hillside to assist MORC with their stewardship of the park.

Justification

Maintain integrity and safety of the park.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	15,000	0	0	0	0	15,000
Total	15,000	0	0	0	0	15,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	15,000	0	0	0	0	15,000
Total	15,000	0	0	0	0	15,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 27-2		
Project Name	Rivers Edge Park Fountain		

Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	15 years

Description

Replace fountain at Rivers Edge Park

Justification

Annual replacement/improvement of our park system.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	75,000	0	0	0	75,000
Total	0	75,000	0	0	0	75,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 27-3		
Project Name	Country Crossings Basketball Court		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	5 years

Description

Resurfacing of Country Crossings Basketball Court

Justification

Maintain integrity of playing surface

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	10,000	0	0	0	10,000
Total	0	10,000	0	0	0	10,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	10,000	0	0	0	10,000
Total	0	10,000	0	0	0	10,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 27-4		
Project Name	Trott Brook Tennis Court		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	5 years

Description

Resurfacing of tennis and pickleball courts at Trott Brook

Justification

Maintain integrity of playing surface

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	15,000	0	0	0	15,000
Total	0	15,000	0	0	0	15,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	15,000	0	0	0	15,000
Total	0	15,000	0	0	0	15,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 27-5

Project Name Dave Anderson AC Infield Recon

Contact Recreation Manager

Type Improvement

Status Active

Department Park Improvement

Category Park Improvements

Useful Life 10 years

Description

Reconstruction of the infield at DAAC

Justification

Maintain integrity of field

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	60,000	0	0	0	60,000
Total	0	60,000	0	0	0	60,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	60,000	0	0	0	60,000
Total	0	60,000	0	0	0	60,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 27-6

Project Name Trott Brook Basketball Court

Contact Recreation Manager Department Park Improvement

Type Improvement Category Park Improvements

Status Active Useful Life 5 years

Description

Resurface basketball court at Trott Brook

Justification

Maintain integrity of playing surface

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	9,000	0	0	0	9,000
Total	0	9,000	0	0	0	9,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 28-1		
Project Name	Dave Anderson Athletic Complex Fencing		

Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	30 years

Description

Replace fencing at DAAC

Justification

Fencing has reached it's life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	300,000	0	0	300,000
Total	0	0	300,000	0	0	300,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	300,000	0	0	300,000
Total	0	0	300,000	0	0	300,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 28-2		
Project Name	Plants and Things Recreation Complex		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	15 years

Description

Make improvements to the Plants and Things Recreation Complex - backstops on all fields and other projects prioritized by user group feedback.

Justification

The improvements made to the Plants and Things Recreation Complex are based on the recommendations in the Athletic Facilities Master Plan.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	35,000	35,000	35,000	35,000	0	140,000
Total	35,000	35,000	35,000	35,000	0	140,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 28-3		
Project Name	Highlands Park Playground Replacement		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Playground Equipment
Status	Active	Useful Life	25 years

Description

Replace playground equipment

Justification

Existing equipment has reached life expectancy.

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	150,000	0	0	150,000
Total	0	0	150,000	0	0	150,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	150,000	0	0	150,000
Total	0	0	150,000	0	0	150,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 28-4		
Project Name	Lions Park Basketball Court Replacement		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	25 years

Description

Replacement of basketball courts

Justification

Playing surface will have reached life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	175,000	0	0	175,000
Total	0	0	175,000	0	0	175,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	175,000	0	0	175,000
Total	0	0	175,000	0	0	175,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 28-5		
Project Name	PTAC Field Reconstruction		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	25 years

Description

Infield reconstruction

Justification

Maintain integrity of infield and playing area

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	40,000	0	0	40,000
Total	0	0	40,000	0	0	40,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	40,000	0	0	40,000
Total	0	0	40,000	0	0	40,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 28-6

Project Name Dave Anderson AC - Lighting

Contact Recreation Manager Department Park Improvement

Type Improvement Category Park Improvements

Status Active Useful Life 30 years

Description

Replace lighting

Justification

Lights have reached life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	600,000	0	0	600,000
Total	0	0	600,000	0	0	600,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	600,000	0	0	600,000
Total	0	0	600,000	0	0	600,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 29-1		
Project Name	Barrington Park Basketball Court		

Contact	Recreation Manager	Department	Park Improvement
Type	Maintenance	Category	Park Improvements
Status	Active	Useful Life	25 years

Description

Replace basketball court

Justification

Court will have reached life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	30,000	0	30,000
Total	0	0	0	30,000	0	30,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	30,000	0	30,000
Total	0	0	0	30,000	0	30,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 29-2		
Project Name	Dave Anderson AC Concessions Bldg		

Contact	Recreation Manager	Department	Park Improvement
Type	Building	Category	Park Improvements
Status	Active	Useful Life	30 years

Description

Replace concession stand building

Justification

Building will have reached it's life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	250,000	0	250,000
Total	0	0	0	250,000	0	250,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	250,000	0	250,000
Total	0	0	0	250,000	0	250,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 29-3		
Project Name	Woodland Trails Bituminous Trail Replacement		

Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	30 years

Description

Replacement of trails at WT

Justification

Trails have reached end of life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	646,800	0	646,800
Total	0	0	0	646,800	0	646,800

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	646,800	0	646,800
Total	0	0	0	646,800	0	646,800

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 30-1

Project Name Kliever Point Park Playground Replacement

Contact Recreation Manager Department Park Improvement

Type Equipment Category Playground Equipment

Status Active Useful Life 25 years

Description

Replace playground equipment

Justification

Equipment will have reached its life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	0	150,000	150,000
Total	0	0	0	0	150,000	150,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	0	150,000	150,000
Total	0	0	0	0	150,000	150,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 30-2		
Project Name	Kliever Point Park Basketball Court		
Contact	Recreation Manager	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Status	Active	Useful Life	25 years

Description

Replace basketball court playing surface

Justification

Playing surface will have reached its life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	0	30,000	30,000
Total	0	0	0	0	30,000	30,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	0	30,000	30,000
Total	0	0	0	0	30,000	30,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 30-3

Project Name Ridgewood East Park Basketball Court

Contact Recreation Manager

Type Improvement

Status Active

Department Park Improvement

Category Park Improvements

Useful Life 5 years

Description

Resurface playing court surface

Justification

Maintain integrity of playing surface

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	0	3,000	3,000
Total	0	0	0	0	3,000	3,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	0	3,000	3,000
Total	0	0	0	0	3,000	3,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 30-4

Project Name West Oaks Playground Replacement

Contact Recreation Manager Department Park Improvement

Type Equipment Category Playground Equipment

Status Active Useful Life 25 years

Description

Replace playground equipment

Justification

Equipment will have reached life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	0	150,000	150,000
Total	0	0	0	0	150,000	150,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	0	150,000	150,000
Total	0	0	0	0	150,000	150,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 30-5

Project Name West Oaks Park Basketball Court

Contact Recreation Manager

Type Improvement

Status Active

Department Park Improvement

Category Park Improvements

Useful Life 25 years

Description

Replace basketball court at West Oaks

Justification

Court will have reached life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	0	30,000	30,000
Total	0	0	0	0	30,000	30,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	0	30,000	30,000
Total	0	0	0	0	30,000	30,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PIF 30-6

Project Name Windsor Park Playground Replacement

Contact Recreation Manager Department Park Improvement

Type Equipment Category Playground Equipment

Status Active Useful Life 25 years

Description

Replace playground equipment at Windsor

Justification

Equipment will have reached life expectancy

Funding Sources	2026	2027	2028	2029	2030	Total
Park Improvement	0	0	0	0	150,000	150,000
Total	0	0	0	0	150,000	150,000

Budget Items	2026	2027	2028	2029	2030	Total
Maintenance	0	0	0	0	150,000	150,000
Total	0	0	0	0	150,000	150,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PK-01		
Project Name	Parks - Pickup Trucks		
Contact	Public Works Supervisor	Department	Park Maintenance
Type	Vehicle	Category	Vehicles
Status	Active	Useful Life	10 years

Description

2026 - #745 - 2012 GMC 3500 (carryover from 2025)

2027 - #743 - 2011 GMC 2500 & #746 - 2011 Ford F550

2029 - #741 - 2012 Chev 2500

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	90,000	157,000	0	55,000	0	302,000
Total	90,000	157,000	0	55,000	0	302,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PK-02		
Project Name	Parks - Mobile Equipment		
Contact	Public Works Supervisor	Department	Park Maintenance
Type	Equipment	Category	Equipment
Status	Active	Useful Life	10 years

Description

2026 - #725 - Toro Groundmaster 4010, #738 - 2012 John Deere Tractor, #756 - Toro Zero Turn Zmaster 6000 (add)

2028 - #721 - Toro Z-Master, #726 - John Deere 1565

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	223,000	0	50,000	0	0	273,000
Total	223,000	0	50,000	0	0	273,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PDF 25-3
Project Name Jackson Street Water Tower Park

Contact Planning Director Department Planning
Type Improvement Category Park Improvements
Status Active Useful Life 25 years

Description

2025 - Hire a consultant to assist the city with preparation of plans for improvements to the Jackson Street Water Tower property.

2026 - Design/construction

Justification

The Jackson Street Water Tower has played a pivotal role in the history and development of the City of Elk River. The city has already gone to great lengths to repair and restore the structure to an original condition. The Heritage Preservation Commission would like to further develop the site to educate residents on the history of the tower and the city as a whole. The vision includes landscape improvements (vegetation, sitting areas, short walk, etc.) and interpretive signage. The initial project would develop the site plans and provide the city with plans and specifications for development and grant applications.

Funding Sources	2026	2027	2028	2029	2030	Total
Yet To Be Determined	50,000	0	0	0	0	50,000
Total	50,000	0	0	0	0	50,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	Plan-25		
Project Name	Comprehensive Update of Zoning Ordinance		
Contact	Planning Director	Department	Planning
Type	Study	Category	City-Wide Development
Status	Active	Useful Life	25 years

Description

Hire a consultant to assist city staff with a comprehensive re-write of the city's zoning ordinance.

Justification

The city has not undertaken this task for 20+ years and the regular updates to the ordinance have created inconsistencies and references to sections that no longer exist. Staff have also discussed an update to our residential and commercial zones, which will impact nearly the entire ordinance.

Funding Sources	2026	2027	2028	2029	2030	Total
City Development Fund	150,000	0	0	0	0	150,000
Total	150,000	0	0	0	0	150,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-01
Project Name	Police - Patrol Squads

Contact	Public Works Supervisor	Department	Police
Type	Vehicle	Category	Vehicles
Status	Active	Useful Life	5 years

Description

2027 - #609 - 2016 Ford Interceptor, #613 - 2021 Ford Interceptor Hybrid

2028 - #604 - 2021 Ford Utility Hybrid

2029 - #601 - 2023 Ford Utility Hybrid

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	0	170,000	85,000	85,500	0	340,500
Total	0	170,000	85,000	85,500	0	340,500

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PD-02

Project Name Police - Unmarked Squads

Contact Public Works Supervisor

Type Vehicle

Status Active

Department Police

Category Vehicles

Useful Life 7 years

Description

2026 - #627 - 2015 Chev Equinox

2028 - #630 - 2014 Ford Utility

2029 - #618 - 2018 Ford Utility

2030 - #628 - 2023 Ford Interceptor

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	75,000	0	72,500	75,000	85,500	308,000
Total	75,000	0	72,500	75,000	85,500	308,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-03
Project Name	Police - CSO Vehicles

Contact	Public Works Supervisor	Department	Police
Type	Vehicle	Category	Vehicles
Status	Active	Useful Life	6 years

Description

2026 - #614 - 2017 Ford Utility

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	75,000	0	0	0	0	75,000
Total	75,000	0	0	0	0	75,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-05
Project Name	Police K9

Contact	Police Chief	Department	Police
Type	Equipment	Category	Equipment
Status	Active		

Description

Police K9 replacement

Justification

Replace current K9 due to retirement

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - Undesignated	0	20,000	0	0	0	20,000
Total	0	20,000	0	0	0	20,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PD-25

Project Name Red Dot Sight Project

Contact Police Chief

Type Equipment

Status Active

Department Police

Category Equipment

Useful Life 10 years

Description

Pistol sight platform system that attaches to the slide of the weapon. The sight is an enclosed system with a red LED to assist in acquiring a sight picture faster than with traditional sights.

Justification

Improved accuracy - allows officers to maintain focus on a target and surrounding area simultaneously

Compatability with aging eyes. Assists officer that have far sightedness or require prescription correction.

Faster target acquisition

Modern technology utilized regularly in law enforcement

As we have tested and evaluated this system since November of 2023. Our assessment is consistent with the above listed benefits.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - Undesignated	51,500	0	0	0	0	51,500
Total	51,500	0	0	0	0	51,500

Capital Improvement Plan

Project #	PD-26
Project Name	Drone Replacement Project

This purchase keeps our drone program up-to-date with technology. The benefit of the DJI M30T is that components can be changed depending on the needs of an event. If desired, this drone could be used for other city department needs. Also, as technology advances, we can purchase new attachments while keeping the same drone body. This drone is more versatile and has the ability to operate in adverse weather conditions.

Funding Sources	2026	2027	2028	2029	2030	Total
Public Safety Aid	27,500	0	0	0	0	27,500
Total	27,500	0	0	0	0	27,500

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-27		
Project Name	Rifle Replacement		
Contact	Police Chief	Department	Police
Type	Equipment	Category	Equipment
Status	Active	Useful Life	10 years

Description

New rifles to replace current rifles that are at the end of their reliable service life.

Justification

Rifles are a critical piece of equipment when facing armed people. Rifles allow officers to maintain a safer distance allowing for other law enforcement resources to be utilized.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - Undesignated	0	81,500	0	0	0	81,500
Total	0	81,500	0	0	0	81,500

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # PD-29

Project Name Police Department Gun Range Update

Contact Police Captain

Type Improvement

Status Active

Department Police

Category Technology

Useful Life 20 years

Description

Update hardware (track system) and software system within the police gun range.

Justification

Increased training versatility and overall effectiveness of law enforcement training.

Funding Sources	2026	2027	2028	2029	2030	Total
Government Buildings	0	0	0	175,000	0	175,000
Total	0	0	0	175,000	0	175,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-30		
Project Name	Records Management System		
Contact	Police Chief	Department	Police
Type	Technology	Category	Software
Status	Active	Useful Life	25 years

Description

Software application used by law enforcement to digitally store, manage, and retrieve all records and data related to police operaions including incident reports, arrests, citations, investigations and evidence.

Justification

This software is an essential to daily police operations.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - IT	0	0	0	0	200,000	200,000
Total	0	0	0	0	200,000	200,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	RS 26-1		
Project Name	Northbound/Cannabound		
Contact	Retail Operations Manager	Department	Retail Operations
Type	Building	Category	Buildings
Status	Active	Useful Life	50 years

Description

Northbound/Cannabound new construction.

Justification

Increase operational efficiency and expanded service offerings.

Funding Sources	2026	2027	2028	2029	2030	Total
Bond Proceeds	7,000,000	0	0	0	0	7,000,000
Liquor Fund	1,500,000	0	0	0	0	1,500,000
Total	8,500,000	0	0	0	0	8,500,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-06
Project Name	Wastewater - Vehicle

Contact	Public Works Supervisor	Department	Sewer Department
Type	Vehicle	Category	Vehicles
Status	Active	Useful Life	10 years

Description

2026 - Carryover 3/4 ton truck (#551) not purchased in 2025

2027 - Jet Truck (make down payment in 2026)

Justification

An additional pickup is needed due to current staffing. The jet truck is one of our most vital rolling assets in the wastewater division. Replacement will allow for the existing truck to be auctioned at 12 years old.

Funding Sources	2026	2027	2028	2029	2030	Total
Sewer Fund	65,000	700,000	0	0	0	765,000
Total	65,000	700,000	0	0	0	765,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # WW-19

Project Name Wastewater - Lift Station Improvements

Contact Public Works Director Department Sewer Department

Type Equipment Category Equipment

Status Active Useful Life 15 years

Description

2027-2030 - Arc flash safety lift station panels

Justification

2027-2030 - The lift station panels are starting to age and with newer technologies the arc flash safety panels make it safer for the wastewater operators. Plan to replace 1 panel per year.

Funding Sources	2026	2027	2028	2029	2030	Total
Sewer Fund	0	60,000	60,000	65,000	70,000	255,000
Total	0	60,000	60,000	65,000	70,000	255,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-28
Project Name	Generators

Contact	Public Works Director	Department	Sewer Department
Type	Equipment	Category	Equipment
Status	Active	Useful Life	25 years

Description

Portable generator replacement

Justification

Current generators are all 25-years old. Plan to replace 1 per year starting in 2027

Funding Sources	2026	2027	2028	2029	2030	Total
Sewer Fund	0	30,000	30,000	30,000	30,000	120,000
Total	0	30,000	30,000	30,000	30,000	120,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-29		
Project Name	TH10 Lift Station-Wetwell Rehab		
Contact	Public Works Director	Department	Sewer Department
Type	Infrastructure	Category	Sewer Maintenance
Status	Active		

Description

Rehabilitate wetwell at TH10 lift station

Justification

Existing wetwell has shown signs of deterioration. Rehabilitation is recommended.

Funding Sources	2026	2027	2028	2029	2030	Total
Sewer Fund	150,000	0	0	0	0	150,000
Total	150,000	0	0	0	0	150,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # WW-30

Project Name Grit Classifier Replacement

Contact Public Works Director Department Sewer Department

Type Equipment Category Sewer Maintenance

Status Active Useful Life 20 years

Description

Replace 21 year old grit classifier

Justification

A mandatory piece of equipment that has reached its expected life span (20 years) due to the abrasiveness of the material it handles.

Funding Sources	2026	2027	2028	2029	2030	Total
Sewer Fund	150,000	0	0	0	0	150,000
Total	150,000	0	0	0	0	150,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-31		
Project Name	Head of Plant Splitter Structure		
Contact	Public Works Director	Department	Sewer Department
Type	Improvement	Category	Utilities
Status	Active	Useful Life	20 years

Description

Installation of splitter structure before the headworks building so influent can be isolated and managed at atmospheric pressure conditions.

Build out remaining UV building capacity by adding bulbs in second channel.

Justification

Currently the wastewater treatment facility is fed with three main lift stations that force (under pressure) flow into the headworks building. The addition of the splitter structure will allow the influent to gravity feed the plant giving far more operational control and ability to expand to receive additional connections in the future (if NW or NW service area expansions ever are considered).

As our flow is increasing the need for additional disinfection capacity grows. Our building is set up for the needed expansion and we estimate needing to have some of this capacity on-line by 2028.

Funding Sources	2026	2027	2028	2029	2030	Total
Sewer Fund	0	0	3,800,000	0	0	3,800,000
Total	0	0	3,800,000	0	0	3,800,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # WW-33

Project Name CR 44 Sewer Replacement

Contact Public Works Director Department Sewer Department

Type Infrastructure Category Sewer Maintenance

Status Active Useful Life 20 years

Description

Replace existing clay pipe as part of the CR 44 reconstruction project

Justification

The clay pipe has reached its expected service life. Replacement is recommended at the time the roadway surface is being reconstructed.

Funding Sources	2026	2027	2028	2029	2030	Total
Sewer Fund	250,000	0	0	0	0	250,000
Total	250,000	0	0	0	0	250,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	STW-1		
Project Name	Stormwater Projects		
Contact	Public Works Director	Department	Storm Water
Type	Maintenance	Category	Utilities
Status	Active	Useful Life	25 years

Description

Bi-annual pond cleaning, stormwater repairs, BMP inventory.

Justification

These projects include the testing, removal, and disposal of sediment deposits from our stormwater ponds. This is needed to assure the storm water system is functioning as designed and achieving the water quality standards of our NPDES permit. The smaller stormwater repairs include minor pipe upsizing, culvert replacement, manhole and catch basin repairs and fixing of washout areas.

Funding Sources	2026	2027	2028	2029	2030	Total
Storm Water	50,000	350,000	50,000	350,000	50,000	850,000
Total	50,000	350,000	50,000	350,000	50,000	850,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # ST-01

Project Name Streets - Pickup Trucks

Contact	Public Works Supervisor	Department	Streets
Type	Vehicle	Category	Vehicles
Status	Active	Useful Life	10 years

Description

2027 - #123 - 2010 Ford F250

2028 - #245 - 2014 Ford F450

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	0	55,000	70,000	0	0	125,000
Total	0	55,000	70,000	0	0	125,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	ST-02
Project Name	Streets - Dump Trucks

Contact	Public Works Supervisor	Department	Streets
Type	Vehicle	Category	Heavy Equipment
Status	Active	Useful Life	15 years

Description

2026 - #236 - 2007 International Dump Truck 7600

2029 - #246 - 2015 Mack Dump Truck GU713

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	325,000	0	0	325,000	0	650,000
Total	325,000	0	0	325,000	0	650,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project # ST-03

Project Name Streets - Mobile Equipment

Contact Public Works Supervisor Department Streets

Type Equipment Category Heavy Equipment

Status Active Useful Life 15 years

Description

2026 - #71 - 1998 Homemade trailer, #74 - 2000 Water pump and generator trailer, #79 - 2000 Brush Chipper, #87 2028 Crafc0 Pavement Cutter (carryover from 2025) & #88 - 2011 Asphalt Patch Trailer

2027 - #80 - 2012 JD Tractor & #89 - 2001 Forklift

2028 - #82 - 2010 Skid Loader, #96 - 2012 Cat Mini Excavator & #309 - 2012 Elgin Sweeper

2029 - #90 - 2011 Patch Trailer, #93 - 2010 Air Compressor, #94 - 2010 Pavement Cutter & #312 - 2012 Cat Loader 924H

Justification

Based on annual condition assessment.

Funding Sources	2026	2027	2028	2029	2030	Total
Equipment Replacement Fund	194,000	225,000	490,000	389,000	0	1,298,000
Total	194,000	225,000	490,000	389,000	0	1,298,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	TC-26		
Project Name	2026 Technology Upgrades		
Contact	IT Manager	Department	Technology/Communications
Type	Technology	Category	Technology
Status	Active	Useful Life	15 years

Description

Technology upgrades include: \$25,000 - Enterprise backup system, \$6,000 - Door Access Controls/Server Closets, \$90,000 - Microsoft Server upgrade, \$15,000 - SIEM Solution, \$75,000 - Simplivity server node replacement

Justification

Annual replacement and upgrade of technology hardware and software.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - IT	170,000	0	0	0	0	170,000
ERMU	41,000	0	0	0	0	41,000
Total	211,000	0	0	0	0	211,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	TC-27		
Project Name	2027 Technology Upgrades		
Contact	IT Manager	Department	Technology/Communications
Type	Technology	Category	Technology
Status	Active	Useful Life	15 years

Description

Technology upgrades include: \$30,000 - Security camera server \$30,000 - Meraki switch upgrades, \$60,000 - Simplivity server node replacement

Justification

Annual replacement and upgrade of technology hardware and software.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - IT	0	105,000	0	0	0	105,000
ERMU	0	15,000	0	0	0	15,000
Total	0	120,000	0	0	0	120,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	TC-28		
Project Name	2028 Technology Upgrades		
Contact	IT Manager	Department	Technology/Communications
Type	Technology	Category	Technology
Status	Active	Useful Life	15 years

Description

Technology upgrades include: \$60,000 Simplivity server node, \$45,000 - Wireless Network replacement

Justification

Annual replacement and upgrade of technology hardware and software.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - IT	0	0	93,000	0	0	93,000
ERMU	0	0	12,000	0	0	12,000
Total	0	0	105,000	0	0	105,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	TC-29		
Project Name	2029 Technology Upgrades		
Contact	IT Manager	Department	Technology/Communications
Type	Technology	Category	Technology
Status	Active	Useful Life	15 years

Description

Technology upgrades include: \$60,000 Simplivity server node/Stager node replacement, \$30,000 - Meraki switch upgrades

Justification

Annual replacement and upgrade of technology hardware and software.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - IT	0	0	0	78,000	0	78,000
ERMU	0	0	0	12,000	0	12,000
Total	0	0	0	90,000	0	90,000

2026 thru 2030

Capital Improvement Plan

Elk River, Minnesota

Project #	TC-30		
Project Name	2030 Technology Upgrades		
Contact	IT Manager	Department	Technology/Communications
Type	Technology	Category	Technology
Status	Active	Useful Life	15 years

Description

Technology upgrades include: \$75,000 - Simplivity server node, \$100,000 - Network core switch

Justification

Annual replacement and upgrade of technology hardware and software.

Funding Sources	2026	2027	2028	2029	2030	Total
Capital Reserve - IT	0	0	0	0	158,000	158,000
ERMU	0	0	0	0	17,000	17,000
Total	0	0	0	0	175,000	175,000



Request for Action

To
City Council

Item Number
4.9

Meeting Date
December 1, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Housing and Redevelopment Authority
Appointment

Reviewed by
Cal Portner
Tina Allard

Action Requested

Appoint, by motion, the Mayoral recommendation of Nathan Oval to the Housing and Redevelopment Authority with a term expiration of December 31, 2030.

Background/Discussion

Per Advisory Board and Commission Policy, the Mayor shall make appointments to the Housing and Redevelopment Authority with the approval of the Council.

Financial Impact
NA

Mission/Policy/Goal
Elk River Mission

Attachments
I. Application

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Saturday, November 22, 2025 4:30:24 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

- Economic Development Authority (EDA)
- Heritage Preservation Commission
- Housing and Redevelopment Authority (HRA)
- Planning Commission
- Utilities Commission

Residency not required for the following:

- EDA Beautification and Public Art Committee
- EDA Together Elk River Committee
- Joint Finance Committee
- Multipurpose Facility Advisory Commission
- Parks and Recreation Commission

Select the Commission applying for	Housing & Redevelopment Authority
------------------------------------	-----------------------------------

First Name	Nathan
------------	--------

Last Name	Ovall
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Are you an Elk River resident?	Yes
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Address	11025 192nd Ct NW
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City	Elk River
------	-----------

State	MN
-------	----

Zip	55330
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Home Phone Number	██████████
Cell Phone Number	██████████
Email Address	████████████████████
Public Contact Information	Cell Phone Number
Employer	The Bank of Elk River
Occupation	Banking
Employer Address	630 Main St
Employer City	Elk River
Employer State	MN
Employer Zip	55330
Employment Status	Full-time
Why are you interested in serving on a city commission?	Continue the mission and projects we have going on.
What skills, training, and experience would you bring to the commission for which you seek appointment?	I have background in finance and lending to commercial business including multi family and new home construction. I have heard what works well at other communities and what doesn't. Strive to help Elk River thrive.
Conflict of Interest	Yes
If yes, explain:	Occasionally a project my employer may be involved in I will actively discuss with staff any potential issues that we deal with them properly to avoid conflict of interests.
How did you hear about this vacancy?	Other
Electronic Signature Agreement	Agree
Electronic Signature	Nathan A Ovall

Email not displaying correctly? [View it in your browser.](#)



Request for Action

To
City Council

Item Number
4.10

Meeting Date
December 1, 2025

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Project Closeout: Rivers Edge Commons Park
Renovations

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the closeout of the Rivers Edge Renovation contract.

Background/Discussion

Following completion of punch list items, including stabilization of loose block caps that have now been secured by the contractor, staff recommends approval of the final project closeout for the renovations performed at the Rivers Edge Commons Park in downtown.

The contractor has submitted all close-out documents, including final lien releases.

Financial Impact

The final pay request is for \$10,499, which reflects the remaining retainage being held. The final contract, including a change order, was delivered for \$209,980.05.

Mission/Policy/Goal

Opportunity to live, work, and play.

Attachments

- I. Vada Contracting - Rivers Edge Final Pay Application

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

City of Elk River
13065 Orono Parkway
Elk River, MN 5330
FROM CONTRACTOR:
Vada Contracting, LLC
PO BOX 1082
Cokato, MN 55321
CONTRACT FOR:

PROJECT: Rivers Edge Renovations

VIA LANDSCAPE ARCHITECT:

HKGI
800 Washington Ave N. #103
Minneapolis, MN 55401

DOCUMENT G702

APPLICATION NO:

3

PAGE ONE OF

PAGES

PERIOD TO:

9/16/2025

PROJECT NOS:

CONTRACT DATE:

9/4/2024

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 201,021.55
2. Net change by Change Orders \$ 8,958.50
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 209,980.05
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 209,980.05
5. RETAINAGE:
 - a. 5 % of Completed Work \$ \$10,499.00
(Column D + E on G703)
 - b. % of Stored Material \$ Included in above
(Column F on G703)Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 10,499.00
6. TOTAL EARNED LESS RETAINAGE \$ 199,481.05
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 199,481
8. CURRENT PAYMENT DUE \$ 10,499.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$11,072.25	
TOTALS	\$11,072.25	\$0.00
NET CHANGES by Change Order	\$11,072.25	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of:

Subscribed and sworn to before me this

County of:

Notary Public:

My Commission expires:

Date:

LANDSCAPE ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

LANDSCAPE ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

DOCUMENT G703

PAGE OF PAGES

G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 9/16/2025

PERIOD TO: 9/16/2025

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD					
1	MOBILIZATION	\$8,425.00	\$8,425.00	\$0.00		\$8,425.00	100.00%	\$0.00	
2	SURVEY and STAKING	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.00%	\$0.00	
3	SILT FENCE	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100.00%	\$0.00	
4	INLET PROTECTION	\$600.00	\$600.00	\$0.00		\$600.00	100.00%	\$0.00	
5	CONSTRUCTION BARRIERS	\$1,250.00	\$1,250.00	\$0.00		\$1,250.00	100.00%	\$0.00	
6	ROCK CONSTRUCTION ENTRY	\$250.00	\$250.00	\$0.00		\$250.00	100.00%	\$0.00	
7	REMOVALS: MISC> CONCRETE / Paver	\$931.00	\$931.00	\$0.00		\$931.00	100.00%	\$0.00	
8	STRIP TOPSOIL FOR REUSE	\$4,359.60	\$4,359.60	\$0.00		\$4,359.60	100.00%	\$0.00	
9	REMOVE AND GRUB	\$925.00	\$925.00	\$0.00		\$925.00	100.00%	\$0.00	
10	BLOCK SALVAGE AND STACK	\$3,910.20	\$3,910.20	\$0.00		\$3,910.20	100.00%	\$0.00	
11	LIMESTONE BLOCK REMOVAL FROM SITE	\$3,528.00	\$3,528.00	\$0.00		\$3,528.00	100.00%	\$0.00	
12	EARTHWORKS / GRADING	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100.00%	\$0.00	
13	PROVIDE AND INSTALL BLOCK WALL WITH CAP	\$87,500.00	\$87,500.00	\$0.00		\$87,500.00	100.00%	\$0.00	
14	STAIN BLOCK WALL	\$2,275.00	\$2,275.00	\$0.00		\$2,275.00	100.00%	\$0.00	
15	SAND SET PAVERS	\$4,450.00	\$4,450.00	\$0.00		\$4,450.00	100.00%	\$0.00	
16	TOPSOIL RESPREAD	\$4,359.60	\$4,359.60	\$0.00		\$4,359.60	100.00%	\$0.00	
17	SOD	\$4,904.55	\$4,904.55	\$0.00		\$4,904.55	100.00%	\$0.00	
18	PLANTING BED HARTDWOOD MULCH	\$580.50	\$580.50	\$0.00		\$580.50	100.00%	\$0.00	
19	DECIDUOUS SHRUB #2 CONT	\$432.00	\$432.00	\$0.00		\$432.00	100.00%	\$0.00	
20	RESTORE IRRIGATION SYSTEM	\$6,700.00	\$6,700.00	\$0.00		\$6,700.00	100.00%	\$0.00	
21	SURVEY & STAKING	\$500.00	\$500.00	\$0.00		\$500.00	100.00%	\$0.00	
22	REMOVE ADDITIONAL LIMESTONE AND STACK	\$1,290.10	\$1,290.10	\$0.00		\$1,290.10	100.00%	\$0.00	
23	REMOVE ADDITIONAL LIMESTONE FROM SITE	\$1,164.00	\$1,164.00	\$0.00		\$1,164.00	100.00%	\$0.00	
24	ADDITIONAL EARTHWORKS	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100.00%	\$0.00	
25	INSTALL ADDITIONAL LARGE BLOCK WALLS	\$22,632.00	\$22,632.00	\$0.00		\$22,632.00	100.00%	\$0.00	
26	STAIN ADDITIONAL WALLS	\$533.00	\$533.00	\$0.00		\$533.00	100.00%	\$0.00	
27	SOD	\$1,080.00	\$1,080.00	\$0.00		\$1,080.00	100.00%	\$0.00	
28	DECIDUOUS SHRUB No. 2	\$2,430.00	\$2,430.00	\$0.00		\$2,430.00	100.00%	\$0.00	
29	PLANTING BED RESTORE - WOOD MULCH	\$2,322.00	\$2,322.00	\$0.00		\$2,322.00	100.00%	\$0.00	
30	RESTORE IRRIGATION SYSTEM	\$2,215.00	\$2,215.00	\$0.00		\$2,215.00	100.00%	\$0.00	
31	1.5" PVC CONDUIT	\$2,687.50	\$2,687.50	\$0.00		\$2,687.50	100.00%	\$0.00	
32	FIBER LINE	\$3,687.50	\$3,687.50	\$0.00		\$3,687.50	100.00%	\$0.00	
33	HAND HOLES	\$6,600.00	\$6,600.00	\$0.00		\$6,600.00	100.00%	\$0.00	
34	CO1 Dec Shrub	\$648.00	\$648.00	\$0.00		\$648.00	100.00%	\$0.00	
35	CO1 Salvage Paver	\$111.25	\$111.25	\$0.00		\$111.25	100.00%	\$0.00	
36	CO1 Black Wall and Cap	\$500.00	\$500.00	\$0.00		\$500.00	100.00%	\$0.00	
37	CO1 Black Wall Stain	\$13.00	\$13.00	\$0.00		\$13.00	100.00%	\$0.00	
38	CO1 Replace Concrete Walk 1 LS	\$9,800.00	\$9,800.00	\$0.00		\$9,800.00	100.00%	\$0.00	
38	CO1 Deduct in pavers sand set replacement	(\$2,113.75)	(\$2,113.75)	\$0.00		(\$2,113.75)	100.00%	\$0.00	
	GRAND TOTALS	\$209,980.05	\$209,980.05	\$0.00	\$0.00	\$209,980.05	100%	\$0.00	\$0.00



Request for Action

To
City Council

Item Number
4.11

Meeting Date
December 1, 2025

Prepared By
Joseph Hale, Environmental Services and Projects
Specialist

Item Description
Agreement 25-36: Waste Management Services

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve Agreement 25-36, the new Industrial Waste and Disposal Services Agreement with Waste Management.

Background/Discussion

The City of Elk River and Waste Management have a service agreement that is renewed every 36 months. This agreement establishes the disposal fees for the city's solid waste. The current agreement is set to expire on 1/16/2026. The trash industry's average annual price increases are typically based on the Bureau of Labor Statistics' water, sewer, and trash consumer price index, which currently averages a 5.1% increase from the previous 12 months. Waste Management has drafted a new agreement that will increase fees by approximately 2.9% per ton of waste. A comparison of the new vs. old rate is listed below.

Current Rates:

\$53.07 per ton
\$5.89 per ton of wastewater mgmt (11.1%)
\$3.73 per ton- Energy(varies weekly) (7.02% currently)
Total \$62.69 per ton plus taxes/host fees

New Rates:

\$51.25 per ton
\$9.67 per ton — Wastewater mgmt (18.9%)
\$3.60 per ton- Energy(varies weekly-currently 7.02%)
Total \$64.52 per ton plus taxes/host fees.

36-month service agreement
\$1.95/ton annual price increase

Financial Impact

Solid waste disposal costs will increase by 2.9%, plus \$1.95 per ton annually.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

1. City of Elk River IWSA- Elk River LF 11-19-25 PDF
2. City of Elk River Exhibit A - Elk River LF 11-19-25 PDF



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: Elk River Landfill, Inc
A WM COMPANY

Address: W132 N10487 Grant Drive

City/State/Zip: Germantown, WI 53022

Signed: _____
Authorized Signature

Name: Michael Fox

Title: Area Director M&I Sales

Effective Date: Jan. 15, 2026 _____
Date

CUSTOMER: City of Elk River

Address: 13065 Orono Parkway

City/State/Zip: Elk River, MN 55330

Signed: _____
Authorized Signature

Name: _____

Title: _____

Initial Term: 36 Months _____
Date

AGREEMENT

This **INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT**, consisting of the terms and conditions set forth herein, and Exhibit R, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the WM entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit R and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste and provide a representative sample of such waste on request. Additional special terms and conditions may be defined in your original quotation and shall form part of this Agreement. For profiled waste, all completed profile approval form(s) including any generator conditions and special handling instructions in such form(s) also shall be part of this Agreement and binding upon Customer. Your execution of the Exhibit A confirms that you have read, understand, and agree to such generator conditions and special handling instructions.

3. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer. To the extent applicable, Customer agrees that it will comply with Minn. Stat. § 473.848, Restrictions on Disposal, which permits Customer to bring "unprocessed mixed municipal solid waste" generated in the seven-county "metropolitan area" (defined in Section 473.121) to Company's disposal facility for disposal under the circumstances enumerated in 473.848, Subd. 1(a). If the metropolitan area waste will not be certified as unprocessable by a county under Subdivision 1(a)(1) and none of the enumerated circumstances in Subdivision 1(a)2(i)-(iii) apply, Customer understands that it should bring the "unprocessed mixed municipal solid waste" to a resource recovery facility.

4. TERM OF AGREEMENT. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term," collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

5. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries,

reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement, or the applicable Exhibit A related to such Industrial Waste.

6. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

7. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

8. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractor's entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

9. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Term. The Charges may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, energy and fuel costs or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, or federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the Charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Without limiting the foregoing, Company also reserves the right to adjust all pricing provided in an Exhibit A at any time with ten (10) days' advance written notice to Customer. Changes to the Charges payable under this Agreement may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All adjustments to Charges as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the Charges in full within thirty (30) days of the invoice date.

Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified at the top of the Agreement. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this

Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

10. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

11. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, pandemics, epidemics and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

12. RECYCLING SERVICES. The following shall apply to the collection and recycling of fiber and non-fiber recyclables ("Recyclable Materials"). Special terms and conditions, if any, with respect to such Services shall be set forth on an exhibit to this Agreement and shall be incorporated herein. Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass food and beverage containers, and rigid container plastics #1, #2 and #5 excluding all types of plastic film. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. All Single Stream must be clean, dry, unshredded, empty, loose and unbagged. Source-separated wastepaper, cardboard, plastics and metals shall consist of Customer's entire volume of such materials and be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards, or such specifications communicated to Customer by the Company from time-to-time. The Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's cost. Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Nonconforming Waste, Hazardous Waste, Special Waste or other materials that are deleterious or capable of causing material damage to property, personnel or the public or materially impair the strength or the durability of structures or equipment (all "Excluded Materials"). The Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer may be charged a contamination fee for increased handling, processing, transportation and disposal, including profit margin, related to such non-conforming Recyclable Materials and any Recyclable Materials which contain Excluded Materials. Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) the Company's processing cost per ton, including costs of disposal for contamination and profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by the Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at the Company's sole discretion.

13. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer. Customer may not broker the disposal of Industrial Waste through third parties under this Agreement without Company's express written consent.

14. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

15. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

16. EQUIPMENT. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s) or otherwise under its care, custody and control. Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

17. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

18. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement; (e) Company shall act as an independent contractor pursuant to this Agreement and nothing herein shall create a partnership, joint venture or any other relationship between the parties.



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

Exhibit A

CUSTOMER INFORMATION		GENERATOR INFORMATION (If different from Customer Information)		PROFILE NUMBER:	
City of Elk River				DISPOSAL FACILITY: Elk River Landfill	
13065 Orono Parkway				EXPIRATION DATE:	
Elk River, MN 55330				PO NUMBER:	
Contact Name: Joe Hale					
jhale@elkrivernm.gov					
Contact Phone: (763) 635-1030					

Service Information	Material / Ticket Description	Anticipated Volume	Rate / UOM / Minimum	
Disposal	Municipal Solid Waste (MSW)		\$51.25 per ton - 3 ton minimum charge per load	
Energy Surcharge	Disposal Energy Surcharge – The energy surcharge is applied to the disposal charges. The energy surcharge percentage can change weekly based on fuel prices. See www.wm.com for current rate.		See www.wm.com for current rate.	
Waste Water Management Charge	Waste Water Management Charge – The waste water management charge is applied to the disposal charges.		18.9%	
Taxes/Fees	All applicable taxes and fees will also be charged - Currently \$18.16 per ton – This rate will be adjusted to reflect any changes in the taxes and fees.		\$18.16 per ton	
Digout (frozen load): \$60.00/load				
Containers provided by WM:	Quantity:	Size:	Quantity:	Size:
Additional Information/Special Handling:	- The disposal rate shall be increased \$1.95 per ton each year on this anniversary of the date of this Agreement.			

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT OR OTHER CONTRACTUAL AGREEMENT BETWEEN THE PARTIES DATED:

January 15, 2026

COMPANY Elk River Landfill, Inc.

By:

Name: Michael Fox

Date

Title Area Director M&I Sales

CUSTOMER

Signature:

Name:

Title:

Date



Request for Action

To
City Council

Item Number
4.12

Meeting Date
December 1, 2025

Prepared By
David Kuhnly, Police Chief

Item Description
Authorize Grant Agreement 25-37 for Intensive Comprehensive Peace Officer Education and Training 2026

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested

Approve Agreement 25-37, executing a grant between the City of Elk River Police Department and the Minnesota Department of Public Safety.

Background/Discussion

The Elk River Police Department has been awarded \$50,000 in grant funding from the Department of Public Safety's Office of Justice Programs to support recruitment efforts. The grant requires approval from the City Council and the signatures of the mayor and city clerk.

The Intensive Comprehensive Peace Officer Education and Training (ICPOET) program is designed to benefit graduates of two- and four-year colleges looking to pursue a career transition into law enforcement. Candidates earn a salary while completing law enforcement training and will be hired by the police department upon completion of the program. The grant covers tuition, training, equipment, and benefits.

Financial Impact

Mission/Policy/Goal

Elk River Mission

Attachments

I. ICPOE - ERPD - GRANT AGREEMENT - 2026

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Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Intensive Comprehensive Peace Officer Education and Training 2026 Grant Contract Agreement No.: A-ICPOE-2026-ELKRIVPD-024
Grantee: City of Elk River, Police Department 13077 Orono Parkway Elk River, Minnesota 55330-5600	Grant Contract Agreement Term: Effective Date: 01/01/2026 Expiration Date: 06/30/2027
Grantee’s Authorized Representative: David Kuhnly, Chief of Police City of Elk River, Police Department 13077 Orono Parkway Elk River, Minnesota 55330-5600 (763) 635-1201 dkuhnly@elkrivermn.gov	Grant Contract Agreement Amount: Original Agreement \$50,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2025, Chapter 35, Article 2, Section 3, Subdivision 7. Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Intensive Comprehensive Peace Officer Education and Training 2026 Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2026 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2026-ELKRIVPD-024 / 3-108585

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Intensive Comprehensive Peace Officer Education and Training 2026

EXHIBIT A

Organization: Elk River Police Department

A-ICPOE-2026-ELKRIVPD-024

Budget Summary

ICPOE: Intensive Comprehensive Police Officer Education Training				
Budget Category	Award			
Personnel				
Cadet 1 - hourly rate wage	\$25,760.00			
Total	\$25,760.00			
Payroll Taxes and Fringe				
Cadet 1 - Fringe and payroll taxes	\$5,667.20			
Total	\$5,667.20			
Contracted Services				
Cadet 1 - Background Investigation	\$1,550.00			
Total	\$1,550.00			
Program Expenses				
Cadet 1 - Uniform, standard equipment	\$1,697.80			
Total	\$1,697.80			
Other Expenses				
Cadet 1 - Psychological and Medical Exams	\$1,325.00			
Total	\$1,325.00			
Travel and Training				
Cadet 1 - Tuition	\$14,000.00			
Total	\$14,000.00			
Total	\$50,000.00			



Request for Action

To
City Council

Item Number
6.1

Meeting Date
December 1, 2025

Prepared By
Tina Allard, City Clerk

Item Description
Introduction of New Employees

Reviewed by
Cal Portner
Tina Allard

Action Requested
Meet and welcome new employees.

Background/Discussion
Staff will be in attendance to introduce the following new employees:

- Secretary/Receptionist Joan Shea
- Building Permit Technician Ellen Krueger
- IT Specialist Carl Munzke

Financial Impact
N/A

Mission/Policy/Goal
Together we win

Attachments
None

The Elk River Vision

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Request for Action

To
City Council

Item Number
6.2

Meeting Date
December 1, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Community Event Center Commission Candidate
Interview

Reviewed by
Cal Portner
Tina Allard

Action Requested

The Council will interview a candidate for the Community Event Center Commission. Appointments will be made at a later meeting.

Background/Discussion

There is currently one vacancy on the Community Event Center Commission with a term ending 02/28/26. Brian Balabon will be in attendance to be interviewed.

Financial Impact
NA

Mission/Policy/Goal
Elk River Mission

Attachments
I. Application

The Elk River Vision

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From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Wednesday, June 25, 2025 1:05:56 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

- Economic Development Authority (EDA)
- Heritage Preservation Commission
- Housing and Redevelopment Authority (HRA)
- Planning Commission
- Utilities Commission

Residency not required for the following:

- EDA Beautification and Public Art Committee
- EDA Together Elk River Committee
- Joint Finance Committee
- Multipurpose Facility Advisory Commission
- Parks and Recreation Commission

Select the Commission applying for	Multipurpose Facility Advisory Commission
------------------------------------	---

First Name	Brian
------------	-------

Last Name	Balabon
-----------	---------

Are you an Elk River resident?	Yes
--------------------------------	-----

Address	10698 184TH COURT NW
---------	----------------------

City	ELK RIVER
------	-----------

State	MN
-------	----

Zip	55330
-----	-------

Home Phone Number	██████████
Cell Phone Number	██████████
Email Address	████████████████████
Public Contact Information	Cell Phone Number, Email Address
Employer	Revelyst Inc.
Occupation	Finance
Employer Address	1 Vista Way
Employer City	Anoka
Employer State	MN
Employer Zip	55303
Employment Status	Full-time
Why are you interested in serving on a city commission?	I previously served the City of Elk River on the now dissolved Arena Commission. At that time I focused my volunteering on my positions with the Elk River Youth Hockey Association, and the girls hockey and softball high school booster clubs. At this time, I am no longer a board member with any of those and would like to begin serving on a new city commission.
What skills, training, and experience would you bring to the commission for which you seek appointment?	Accounting/Finance by trade. I have been a user of many of the facilities within the FATCAEC, so I have a good understanding of the needs of facility users.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	City Website
Electronic Signature Agreement	Agree
Electronic Signature	Brian Balabon

Email not displaying correctly? [View it in your browser.](#)



Request for Action

To
City Council

Item Number
6.3

Meeting Date
December 1, 2025

Prepared By
Cal Portner, City Administrator

Item Description
Sister City Meeting Update

Reviewed by
Cal Portner
Tina Allard

Action Requested
View the video of the Sister City signing ceremony.

Background/Discussion
On November 17, 2025, Mayor Dietz, Council Member Calva, and City Administrator Portner participated in an MS Teams Video Conference Call with representatives from the Luzuvat Village Council in Ukraine.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission and Vision Statements

Attachments
I. 2025-SisterCity-Proclamation

The Elk River Vision

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City of Elk River, Minnesota, USA and Lozuvatska territorial community of Dnipropetrovsk region, Ukraine are pleased to express their mutual interest in establishing partnership relations at the municipal level.

We believe that each of municipalities has advantages worth sharing. Such practices can help us to develop our communities more effectively for the well-being of their residents.

We are open to international partnerships to achieve common goals. Therefore, we would like to offer you an exchange of experience through joint events, mutual invitations of specialists to Elk River and Lozuvatska community, as well as participation of representatives in activities of municipalities. We hope that our communities will benefit from joint use of achievements in the economy, education, experience in safety environment and culture.

We are confident that there are many talented people working in our municipalities who will have the opportunity to learn from the local self-government practices of their colleagues. We believe that this initiative of twinning will be useful for both municipalities through the provision of relevant assistance, the exchange of outcomes that are results of longstanding experience.

By signing this document, the parties are starting a path towards international municipal cooperation.

**Мер міста Елк Рівер
(США)**

**Mayor of Elk River City Council
(USA)**

**Джон Дж. Дітц
John J. Dietz**



Слозуватська територіальна громада Дніпропетровської області, Україна та місто Елк-Рівер штат Міннесота, США радо висловлюють двосторонню зацікавленість у встановленні партнерських відносин на рівні своїх муніципалітетів.

Ми вважаємо, що кожен з муніципалітетів має переваги, якими варто поділитися. Така практика може допомогти нам ефективніше розвивати наші громади, заради благополуччя їх жителів.

Ми відкриті для міжнародних партнерських відносин задля досягнення спільних цілей. Тож, хочемо запропонувати вам обмін досвідом, шляхом проведення спільних заходів, взаємного запрошення наших фахівців до міста

Елк-Рівер та Лозуватської громади та участі представників в заходах муніципалітетів. Маємо надію, що наші громади зможуть отримати користь від спільного використання досягнень в економіці, освіті, напрацьованого досвіду з питань безпечного середовища та культури.

Впевнені, в наших муніципалітетах працює багато талановитих людей, які, матимуть можливість перейняти практики місцевого самоврядування своїх колег. Ми сподіваємося, що ця ініціатива побратимства, буде корисною для обох громад, через реалізацію спільних проектів, надання актуальної допомоги, обмін кращими практиками та напрацюваннями, які є результатом багаторічного досвіду.

Підписавши цей документ, сторони розпочинають шлях до міжнародної міжмуніципальної співпраці, яка, ми впевнені, буде корисною для всіх нас.

**Голова Лозуватської територіальної громади
Дніпропетровської області
(Україна)**

**The Head of Lozuvatska territorial community of
Dnipropetrovsk region
(Ukraine)**

**Яценко Віталій
Yatsenko Vitalii**



Request for Action

To
City Council

Item Number
7.1

Meeting Date
December 1, 2025

Prepared By
Joe Stremcha, Business Services Director/Assistant
City Administrator

Item Description
2026 Budget and Tax Levy Resolution 25-76

Reviewed by
Cal Portner
Tina Allard

Action Requested

- Invite public comment from residents regarding the 2026 budget and tax levy.
- Approve, by motion, the 2026 General, Special Revenue, and Enterprise Fund budgets.
- Adopt, by motion, Resolution 25-76 authorizing the property tax levy for collection in 2026.

Background/Discussion

In June, staff began the budgeting process by developing their 2026 department goals and budget requests. Over numerous work sessions, the City Council and staff reviewed in detail each department's operating budget and the property tax levy. In September, the Council approved the preliminary tax levy that was used to calculate the proposed property tax notice that was mailed to each property owner.

General Fund Budget

The 2026 General Fund budget is \$23,659,950, compared to \$22,210,100 in 2025. The largest portion of the city's General Fund operating budget is dedicated to public safety programs and services, with general government, public works, and parks and recreation making up the balance. Because city government is primarily a service industry, 76% of the operating budget is for personal service expenditures.

Tax Levy

On September 15, the City Council adopted the preliminary tax levy of \$18,097,074. Since then, no additional reductions have been made to the proposed tax levy.

Sherburne County estimates the city's Net Tax Capacity (NTC) will increase by about 5%, attributable to new growth and market value increases. The final NTC may change slightly as the county continues to update property values before calculating property taxes in early 2026. Based on the current NTC values, the proposed tax rate is 40.45%, an increase from last year's rate of 39.52%.

Special Revenue Fund Budget

The FT Center will operate on a \$2,175,850 budget in 2026 and historically has had an operational deficit

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(excluding revenue transfers in from ARPA and Field House improvement capital expenses). Several factors improved the financial outlook:

- The organization was restructured and reduced general personnel service expenses.
- The concession, meeting, and food services generate surplus revenue that helps offset overall facility maintenance, utilities, etc.
- An equitable facility rate structure was implemented.

FYE	Operating Over/Under	Status
2026	\$81,100	Budgeted
2025	\$14,952	Projected
2024	\$27,073	Actual
2023	\$241,624	Actual
2022	\$407,803	Actual

Financial Impact

The proposed levy amounts to a \$80 annual city property tax increase (\$6.67 monthly) on the median valued home in Elk River (\$369,200). Total city taxes would amount to approximately \$120 per month for city services.

	<u>Revenues</u>	<u>Expenditures</u>	<u>Net Effect</u>
General Fund	\$ 23,659,950	\$ 23,659,950	\$ -

Special Revenue Funds:

Library	\$ 118,550	\$ 118,550	\$ -
FTCenter	\$ 2,175,850	\$ 2,094,750	\$ 81,100

Enterprise Funds:	<u>Revenues</u>	<u>Expenditures</u>	<u>Depreciation</u>	<u>Capital</u>	<u>Net Effect</u>
Sewer	\$ 4,198,500	\$ 3,037,750	\$ 1,710,000	\$ 182,200	\$ (731,450)
Liquor	\$ 8,925,400	\$ 9,576,850	\$ 60,000	\$ 130,000	\$ (841,450)
Garbage	\$ 2,147,000	\$ 2,017,200	\$ -	\$ -	\$ 129,800
Storm Water	\$ 715,500	\$ 198,100	\$ 500,000	\$ 100,000	\$ (82,600)

Mission/Policy/Goal

The City of Elk River Mission and Vision Statements

Attachments

1. Resolution - Final Levy
2. 2026 Budget Presentation



**City of Elk River
City Council**

Resolution 25-_____

**A Resolution of the City Council of the City of Elk River Authorizing the
Proposed Property Tax Levy for Collection in 2026**

WHEREAS, the Elk River City Council has reviewed the City's anticipated expenditures for all funds in 2026; and

WHEREAS, the Elk River City Council has considered projected revenues for all funds in 2026; and

WHEREAS, revenues from sources other than property taxes are not sufficient to meet anticipated expenditures of all funds; and

WHEREAS, debt levies have been adjusted or cancelled based on revenue collections and projections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The following amounts are to be levied as property taxes payable in 2026:

	Levy
General Fund	\$16,864,450
Library	84,550
2020A GO CIP Bond	600,046
2021A GO CIP/Equipment Bond	387,823
Economic Development Tax Abatement	160,205
Total Tax Levy	<u>\$18,097,074</u>

Passed and adopted this 1st day of December 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



City Council

Truth in Taxation – 2026 Budget



Truth in Taxation Public Hearing

Purpose of Meeting

- Property Tax Levy Overview
- Review 2026 Budgets:
 - General Fund
 - Special Revenue Funds
 - Enterprise Funds
- Receive Public Comment
- Approve 2026 Budgets
- Adopt City Tax Levy



Your Property Tax: Who Determines It?

State Legislature

Establishes property classes/class rates, determines the levels of state aid, levies state business tax, and sets levy limits



County Assessor

Determines market value and assigns property class

Taxing Jurisdictions

Determines levy amount (Overall budget amount and the portion to be raised through property taxes)

Tax Capacity

Growth in tax capacity (tax base) will reduce, by the same percentage, the impact throughout the City's taxing district for any increase in the property tax levy proposed. This impact will not hold true for any individual property whose property value and/or tax classification has changed over the past year.



2026 General Fund Budget Summary

	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2026 PRELIMINARY	% CHANGE	\$ CHANGE
<u>Revenues:</u>						
Property Taxes	\$ 13,785,282	\$ 14,887,537	\$ 15,626,050	\$ 16,864,450	7.9%	\$ 1,238,400
Other Taxes	156,365	168,050	225,000	220,000	-2.2%	\$ (5,000)
Licenses & Permits	976,260	768,995	974,200	984,700	1.1%	\$ 10,500
Intergovernmental Revenues	706,917	921,230	778,000	816,000	4.9%	\$ 38,000
Charges for Services	1,210,808	1,271,008	1,243,850	1,281,750	3.0%	\$ 37,900
Fines	169,910	176,559	155,000	170,000	9.7%	\$ 15,000
Other Revenues	445,610	477,201	361,000	414,000	14.7%	\$ 53,000
Other Financing Source - Lease	-	99,914	-	-	0.0%	\$ -
Transfers In	3,202,249	2,953,568	2,847,000	2,909,050	2.2%	\$ 62,050
Total Revenues	20,653,401	21,724,062	22,210,100	23,659,950	6.5%	1,449,850
<u>Expenditures:</u>						
Personal Services	15,234,067	16,485,720	16,999,000	18,035,300	6.1%	1,036,300
Supplies	1,441,788	1,182,739	1,394,150	1,430,400	2.6%	36,250
Services & Charges	3,348,158	3,552,000	3,707,050	4,194,250	13.1%	487,200
Capital Outlay	3,830	75,409	-	-	0.0%	-
Debt Service	110,258	208,949	109,900	-	-100.0%	(109,900)
Transfers Out	-	-	-	-	0.0%	-
Total Expenditures	20,138,105	21,504,815	22,210,100	23,659,950	6.5%	1,449,850



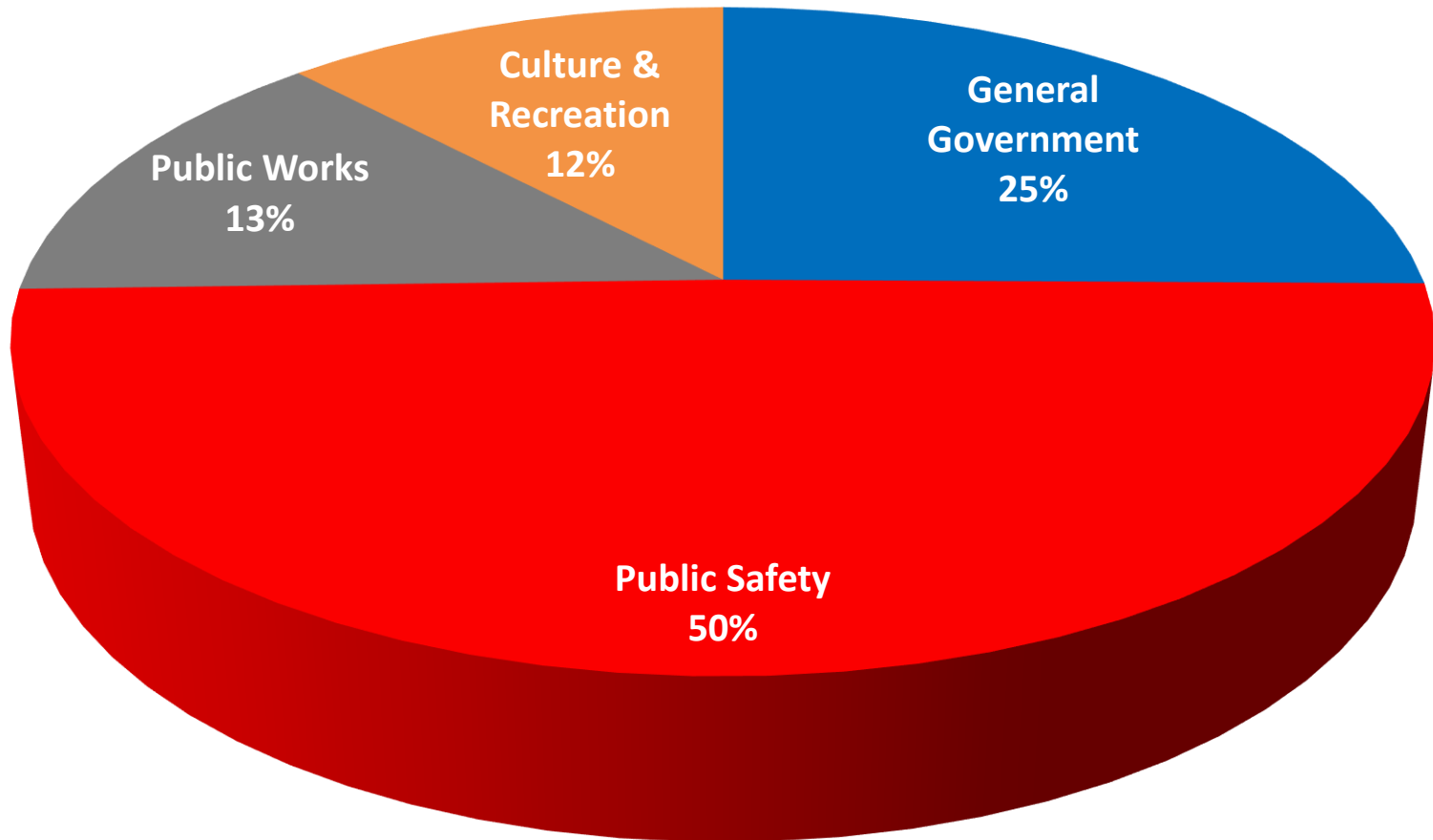
2026 Tax Levy

Tax Levy	Levied Pay 2023	Levied Pay 2024	Levied Pay 2025	Proposed Pay 2026
General Fund	\$13,893,000	\$14,917,700	\$15,626,050	\$16,864,450
Library	75,000	79,000	79,000	84,550
General Property Tax Levy	\$13,968,000	\$14,996,700	\$15,705,050	\$16,949,000
<u>Special Levies:</u>				
Debt Service -				
2010A PS Building	-	-	-	-
2020A - PS Building Expansion	606,346	608,709	604,771	600,046
2020B Refunding - PW Building	-	-	-	-
2021A - Fire Station 3/Equip.	389,135	392,023	394,123	387,823
Economic Development Tax Abatement	131,475	139,900	140,239	160,205
Government Building Reserve	-	-	-	-
Total Levy	\$15,094,956	\$16,137,332	\$16,844,183	\$18,097,074
General Fund Change from Previous Year	\$783,700	\$1,024,700	\$708,350	\$1,238,400
Percentage Change from Previous Year	6.0%	7.4%	4.7%	7.9%
Total Dollar Change from Previous Year	\$1,209,256	\$1,042,376	\$706,851	\$1,252,891
% Change	8.7%	6.9%	4.4%	7.4%

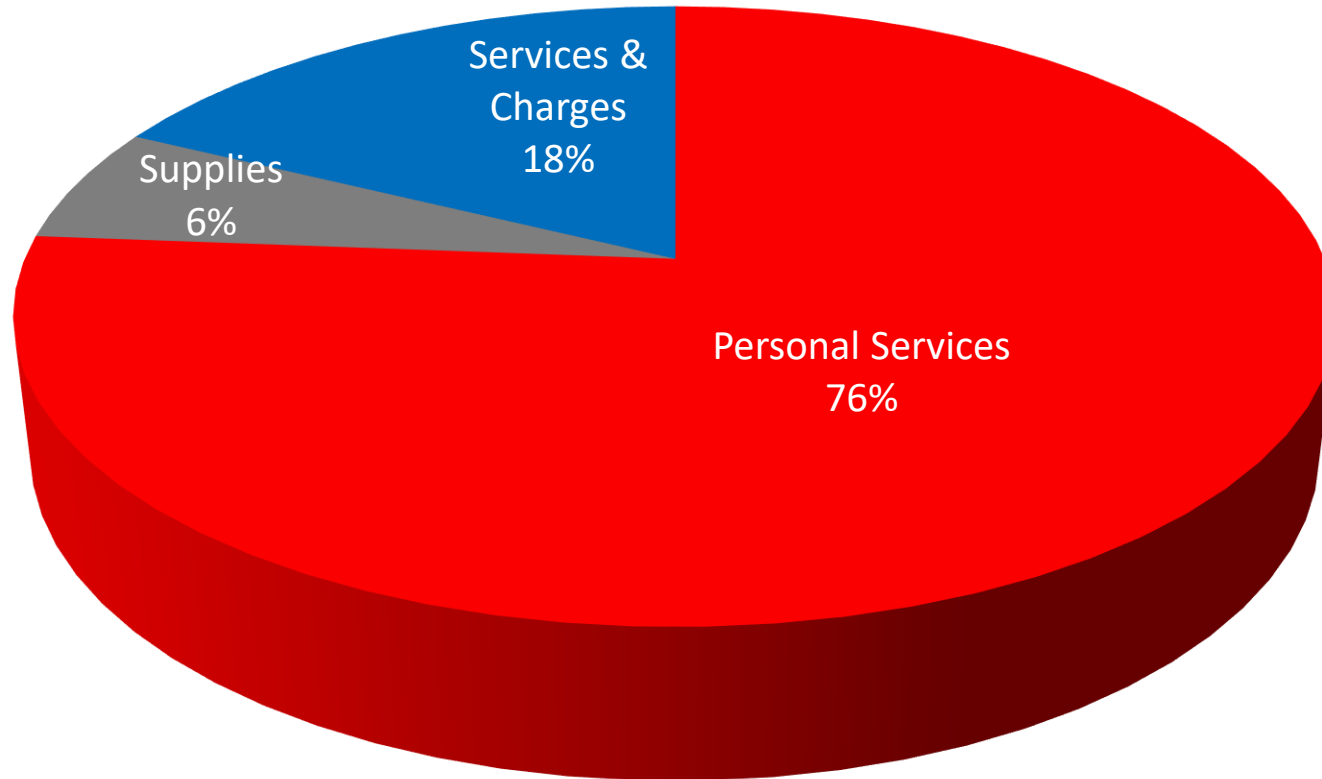
NTC Value	\$38,022,099	\$42,671,578	\$42,617,070	\$44,742,584
Tax Rate	39.700%	37.818%	39.524%	40.447%
% Increase in NTC	20.4%	12.2%	-0.1%	5.0%



General Fund Expenditures – by Function



General Fund Expenditures – by Category



Other Budgets – Special Revenue Funds

	<u>LIBRARY</u>	<u>FTCENTER</u>
<u>REVENUES:</u>		
Property Tax	\$ 84,050	\$ -
User Fees	-	2,173,850
Other	6,000	2,000
Transfers In	28,000	-
Fund Balance Reserves	-	-
TOTAL REVENUES	<u>118,050</u>	<u>2,175,850</u>
<u>EXPENDITURES:</u>		
Personal Services	-	1,006,450
Supplies	12,000	273,900
Service Charges	106,050	661,250
Capital	-	153,150
TOTAL EXPENDITURES	<u>118,050</u>	<u>2,094,750</u>
NET CHANGE	<u>\$ -</u>	<u>\$ 81,100</u>

Other Budgets – Enterprise Funds

	SEWER	RETAIL OPERATIONS	GARBAGE	STORM WATER
<u>REVENUES:</u>				
Sales	\$ -	\$ 8,845,000	\$ -	\$ -
Cost of Sales	-	(6,344,000)	-	-
Gross Profit	-	2,501,000	-	-
User Charges	2,868,500	-	2,132,000	680,500
Other Revenue	1,330,000	80,400	15,000	35,000
TOTAL REVENUES	4,198,500	2,581,400	2,147,000	715,500
<u>EXPENDITURES:</u>				
Operating Expenditures	2,243,350	2,503,200	1,954,800	68,100
Depreciation	1,710,000	60,000	-	500,000
Capital	182,200	-	-	100,000
Transfers Out	187,200	1,100,000	62,400	130,000
Debt Service	607,200	-	-	-
TOTAL EXPENDITURES	4,929,950	3,663,200	2,017,200	798,100
NET CHANGE	\$ (731,450)	\$ (1,081,800)	\$ 129,800	\$ (82,600)

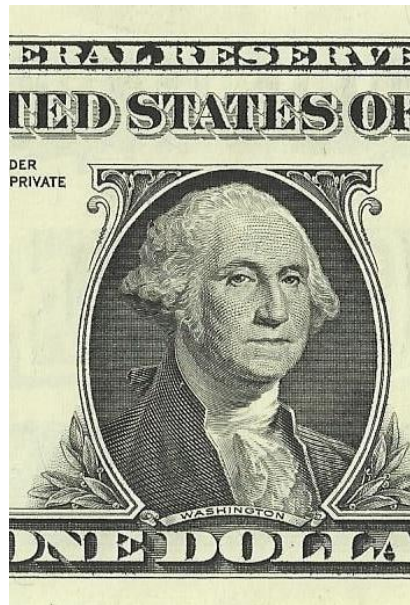
Property Tax Dollar Distribution

City
\$0.33

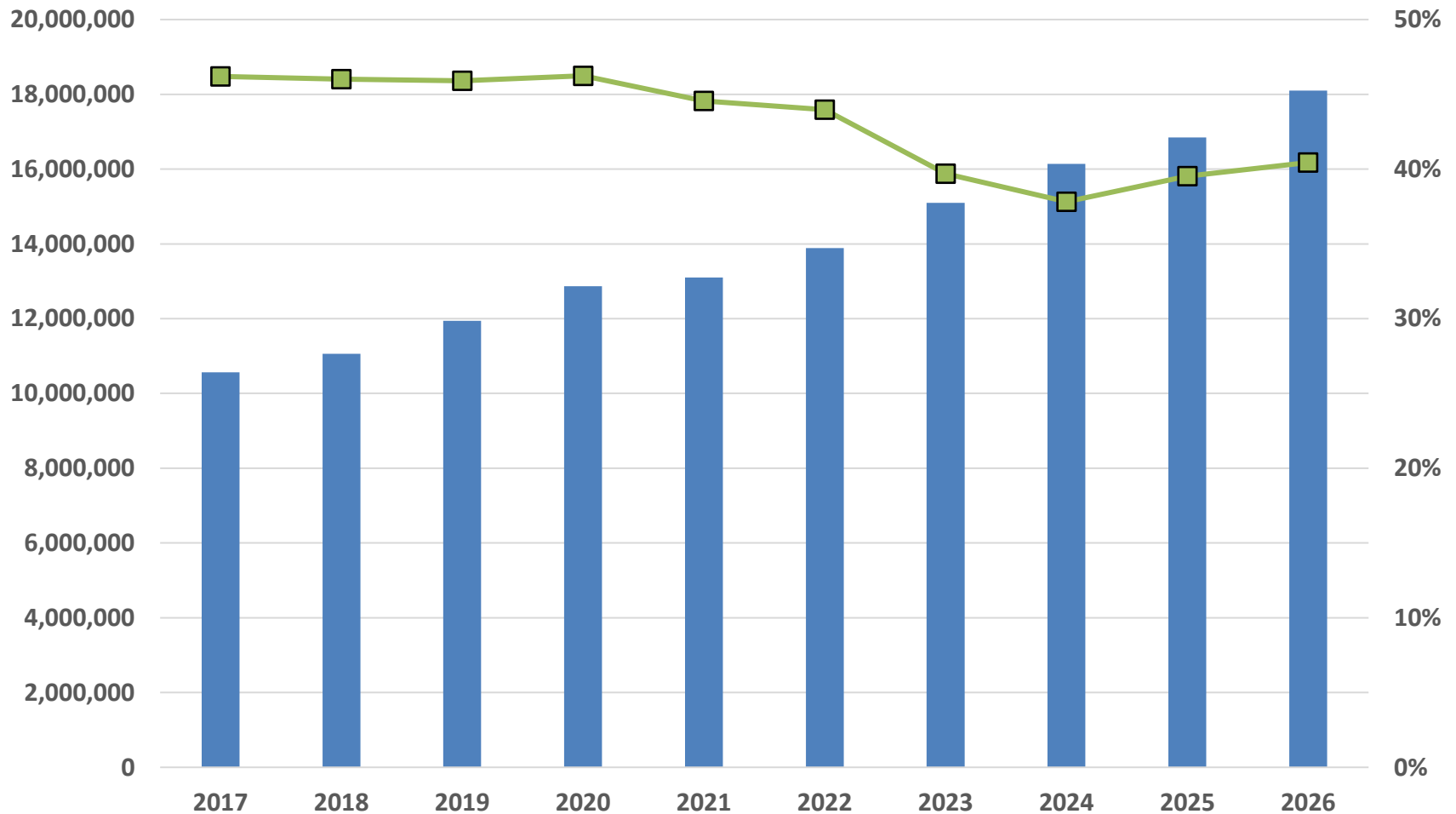
County
\$0.32

School
\$0.33

Other
\$.02



Tax Levy - Tax Rate History



Estimated City Tax Impact

Residential (Homestead): With Valuation Change Impact

Estimated Property Value		Value Change	Market Value Exclusion		Tax Capacity Value		Estimated City Tax Tax Capacity Rate		Dollar Change		Percent change
							39.524%	40.447%	ANNUAL	MONTHLY	
2025	2026		2025	2026	2025	2026	2025	2026			
\$296,500	\$296,600	0.0%	\$19,865	\$19,856	\$2,766	\$2,767	\$1,093	\$1,119	\$26	\$2.17	2.4%
\$344,200	\$344,500	0.1%	\$15,572	\$15,545	\$3,286	\$3,290	\$1,299	\$1,331	\$32	\$2.67	2.5%
\$346,800	\$349,900	0.9%	\$15,338	\$15,059	\$3,315	\$3,348	\$1,310	\$1,354	\$44	\$3.67	3.4%
\$388,900	\$394,500	1.4%	\$11,549	\$11,045	\$3,774	\$3,835	\$1,491	\$1,551	\$60	\$5.00	4.0%
\$469,500	\$473,200	0.8%	\$4,295	\$3,962	\$4,652	\$4,692	\$1,839	\$1,898	\$59	\$4.92	3.2%
\$571,100	\$571,300	0.0%	\$0	\$0	\$5,711	\$5,713	\$2,257	\$2,311	\$54	\$4.50	2.4%
\$606,300	\$615,800	1.6%	\$0	\$0	\$6,063	\$6,158	\$2,396	\$2,491	\$95	\$7.92	4.0%
\$358,100	\$369,200	3.1%	\$14,321	\$13,322	\$3,438	\$3,559	\$1,359	\$1,439	\$80	\$6.67	5.9%

** Median Value Home

* As property value increases, the market value exclusion is phased out at \$517,200 & over (an increase from \$413,800 & over in 2024).

City Council Next Steps

**Receive public
comment regarding
budget/levy**

**Approve 2026 General,
Special Revenue, and
Enterprise Fund
budgets**

**Adopt 2026 City
Property Tax Levy**

Questions?



Request for Action

To
City Council

Item Number
8.1

Meeting Date
December 1, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Discuss Work Session Items

Reviewed by
Cal Portner
Tina Allard

Action Requested

Review work session items listed below and identify future work session topics.

Background/Discussion

Work sessions will be added to the end of regular meetings on the first and third Mondays as needed. At the first Council meeting of each month, staff will present a list of future work session topics for Council review.

The proposed work session topics are as follows:

- Fire Station I Facility Funding (after legislative session)
- Public Safety Grant Expenditure update
- Review of zoning north of 197th Ave and the gravel mining area following Highway 169 construction
- Update of traffic light timing along Highway 169
- E-bikes on city trails and sidewalks
- Joint meeting with Sherburne County
- Data Centers
- Universal Changing Tables

Financial Impact
N/A

Mission/Policy/Goal

Responsibly grow, meet changing needs (agile), and ethical, efficient, and responsible.

Attachments
None

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Request for Action

To
City Council

Item Number
9.1

Meeting Date
December 1, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by
Cal Portner
Tina Allard

Action Requested
Councilmembers to provide liaison updates.

Background/Discussion

The Mayor and Councilmembers serve as liaisons to multiple committees and commissions. The first meeting of the month provides an opportunity for the Council to provide updates on the work of those committees and commissions.

- **Community Event Center Commission** – CM Beyer
- **Heritage Preservation Commission** – CM Calva
- **Parks and Recreation Commission** – CM Grupa
- **Planning Commission** – CM Wagner
- **Housing and Redevelopment Authority** - Mayor Dietz
- **Utilities Commission** – Mayor Dietz
- **Region 7W** – Mayor Dietz

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
11.1

Meeting Date
December 1, 2025

Prepared By
Joe Stremcha, Business Services Director/Assistant
City Administrator

Item Description
Cannabound Business Plan

Reviewed by
Joe Audette
Cal Portner
Tina Allard

Action Requested
Discuss the Cannabound Business Plan.

Background/Discussion

The Council discussed the proposed municipal cannabis retail operation during the November 17 Work Session and expressed concerns related to the business plan.

Cannabound Business Plan – Then vs. Now

Then (January 2025)

The original Cannabound Business Plan was developed with the understanding that the retail store would open on April 20, 2026. Under this timeline, the city would incur routine pre-opening expenses well before any product sales occurred. This included manager staffing for operational planning, marketing, employee training, architectural and construction costs, and the initial procurement of inventory. This pattern is typical across retail industries: substantial upfront investment is required to establish operations before a store begins generating revenue.

Given that no sales would occur in 2025—and only limited months of sales before the close of 2026—the early fiscal years were expected to show operating losses. These projected deficits reflected timing, not performance, and were based on standard retail business development cycles.

In addition, early market conditions in Minnesota were expected to place pressure on product margins. With only a few licensed cultivators in the initial rollout, wholesale prices during early operations were projected to be significantly higher than they would be in a mature supply chain. This meant that early profit margins would be narrower than the long-term average anticipated once supply stabilized.

The business plan also incorporated strategic pricing considerations. Lower margins in the early years were intended to:

- Promote competitiveness with the existing illicit market, which does not face tax or compliance costs.

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- Discourage saturation of the local market by private operators and help maintain a sustainable market share in Elk River. At the time, staff anticipated at least one nearby private competitor, although that has not occurred.

Under the original plan, profitability was projected to begin in 2027—the first full year of stabilized operations—allowing the fund balance to recover as the business matured beyond its start-up phase.

Now (December 2025): What Has Changed?

The projected opening date has shifted from April 2026 to January 2027. This extension primarily resulted from prolonged land-acquisition negotiations. Although this added time to the project schedule, it also created opportunities to improve the store's long-term operational design. One key learning from this period is that a sally port—initially thought to be required for compliant deliveries—is not necessary for efficient operations based on how other Minnesota stores have approached secure product intake.

The broader industry landscape has also evolved. Over the next year, Minnesota's supply chain capacity is expected to expand significantly as more cultivation sites begin harvesting and laboratory testing increases. These developments are expected to ease the early cost pressures and availability constraints projected in the original plan. Cannabound is positioned to benefit from a more stable supply chain and avoid the highest early-rollout wholesale prices by delaying its opening to 2027.

Additionally, the Office of Cannabis Management (OCM) has released clearer licensing workflows, inspection schedules, packaging and labeling standards, and compliance expectations. This provides a more predictable regulatory environment than what was available at the time of the original plan.

Anoka's municipal cannabis store is scheduled to open in December 2025, and its first year of operational data will provide a valuable point of comparison. Osseo's municipal store is expected to open in mid-2026. Their experiences will help refine expectations around staffing, customer flow, supply costs, and operational challenges before Cannabound makes its first sale. Anoka and others pursuing cannabis retail provide additional frameworks that strengthen benchmarking and planning confidence.

Even with the delayed timeline, the city will still experience two years of pre-revenue expenses, including staffing and architectural planning. This is consistent with the revised schedule and reflects typical cost patterns for municipal and private retail start-up ventures. However, projections continue to show profitability beginning shortly after opening, with pre-opening investments expected to be recouped within the first few years of the business maturing.

Financial Impact

The city will experience two years of pre-revenue expenses, including staffing, architectural planning, construction, and product procurement. This is consistent with the revised schedule and reflects typical cost patterns for retail start-up ventures. Projections continue to show profitability month-over-month upon opening.

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

- I. Cannabound Budget - Revised (Dec 2025)

2025 BUDGET DETAIL		Jan-25	December 2025		
Fund:	Cannabis Retail Operation	Projection		Projection	
Acct. No.	Explanation/Detail of Supplies or Services	2026 Budget	2026 Budget	2027 Budget	2028 Budget
	REVENUES:				
	<u>SALES</u>	\$1,051,730	\$0	\$1,536,800	\$1,861,000
	Cannabis Vape/Smoke		\$0		
	Cannabis Edible				
	Cannabis Beverage				
	Cannabis Paraphernalia				
	Medicinal Cannabis			\$768,400	\$930,500
	<u>COST OF SALES</u>	\$525,865	\$0	\$375,000	\$465,250
	Cannabis Vape/Smoke				\$0
	Cannabis Edible				
	Cannabis Beverage				
	Cannabis Paraphernalia				
	Medicinal Cannabis			\$375,000	\$465,250
	GROSS PROFIT	525,865	-	1,161,800	1,395,750
	TOTAL REVENUE	525,865	-	1,161,800	1,395,750
	EXPENDITURES:				
	<u>PERSONAL SERVICES</u>				
4101	Regular Pay	\$154,950	\$91,979	\$171,797	\$182,105
4102	Overtime Pay	\$0	\$0	\$0	\$0
4103	Part-time Pay	\$126,500	\$0	\$126,500	\$134,090
4104	PERA	\$21,109	\$6,898	\$20,979	\$22,238
4105	FICA	\$17,450	\$5,703	\$17,343	\$18,384
4106	Other Retirement Contributions	\$0	\$0	\$0	\$0
4107	Medicare	\$4,081	\$1,334	\$4,056	\$4,299
4108	Insurance	\$51,795	\$18,754	\$44,662	\$47,342
4109	Workers Comp	\$7,378	\$2,452	\$7,182	\$7,613
4110	Unemployment Benefits	\$0	\$0	\$0	\$0
	TOTAL PERSONAL SERVICES	383,263	127,120	392,519	416,070
	<u>SUPPLIES</u>				
4212	Fuel & Lubes	\$0	\$0	\$0	\$0
	Unleaded fuel - delivery service	\$0	\$0	\$0	\$0
4217	Uniform Allowance	\$5,000	\$300	\$5,000	\$5,000
	Employee logo clothing	\$5,000	\$300	\$5,000	\$5,000
4219	Operating Supplies	\$15,000	\$5,000	\$15,000	\$15,000
	Supplies	\$15,000	\$5,000	\$15,000	\$15,000
	TOTAL SUPPLIES	\$20,000	\$5,300	\$20,000	\$20,000
	<u>SERVICES & CHARGES</u>				
4301	Audit Fees	\$3,000	\$3,000	\$3,000	\$3,000

4319	Professional Services		\$148,500		
4321	Telephone	\$1,750	\$550	\$1,750	\$1,750
	Phone line	\$1,200	\$0	\$1,200	\$1,200
	Cell phone - CB manager	\$550	\$550	\$550	\$550
4331	Conferences/Schools	\$2,000	\$2,000	\$2,000	\$2,000
	Training/workshops/conferences	\$2,000	\$2,000	\$2,000	\$2,000
4349	Advertising/Marketing	\$30,000	\$30,000	\$30,000	\$30,000
	Billboards, social media, advertisements	\$30,000	\$30,000	\$30,000	\$30,000
4361	Insurance	\$5,000	\$0	\$5,000	\$5,000
	Property/liability insurance	\$5,000	\$0	\$5,000	\$5,000
	Auto insurance				
4389	Utilities	\$30,500	\$0	\$30,500	\$30,500
	Garbage/recycling	\$2,000	\$0	\$2,000	\$2,000
	Natural gas	\$2,500	\$0	\$2,500	\$2,500
	Water/electric	\$26,000	\$0	\$26,000	\$26,000
4404	Repair & Maintenance	\$24,800	\$0	\$24,800	\$24,800
	Misc repairs & maintenance	\$10,000	\$0	\$10,000	\$10,000
	refrigeration/Humidor maintenance contract	\$1,200	\$0	\$1,200	\$1,200
	Lawn maintenance	\$1,600	\$0	\$1,600	\$1,600
	Window cleaning	\$500	\$0	\$500	\$500
	Security system monitoring	\$700	\$0	\$700	\$700
	Point-of-Sale system subscription	\$6,000	\$0	\$6,000	\$6,000
	Rug cleaning & maintenance	\$4,800	\$0	\$4,800	\$4,800
4420	Depreciation				
4421	Amortization				
4433	Dues & Subscriptions	\$750	\$0	\$750	\$750
	MCCG	\$500	\$0	\$500	\$500
	Elk River Chamber	\$250	\$0	\$250	\$250
4437	Taxes/Licenses	\$4,000	\$0	\$4,000	\$4,000
	Cannabis Retail license & retailers card	\$4,000	\$0	\$4,000	\$4,000
4438	Credit Card/Service Fees	\$0	\$0	\$0	\$0
	Credit card/gateway fees	\$0	\$0	\$0	\$0
	TOTAL SERVICES & CHARGES	\$101,800	\$184,050	\$101,800	\$101,800
	OTHER FINANCING SOURCES				
3910	Disposal of Assets				
	CAPITAL OUTLAY				
4530	Other Improvements	\$225,000	\$0	\$225,000	\$225,000
	Bond Payments/Depreciation	\$225,000	\$0	\$225,000	\$225,000
	(\$2.5M Store Construction, 20yr Loan/Bond @ 4%)				
4600	Debt Service	\$250	\$0	\$250	\$250
	Copier Lease	\$250	\$0	\$250	\$250

4720	<u>TRANSFERS OUT</u>				
	TOTAL OFS, CAPITAL OUTLAY, & DEBT SERVICE	\$225,250	\$0	\$225,250	\$225,250
	TOTAL CANNABIS EXPENDITURES	730,563	316,470	\$964,819	\$988,370
	CHANGE IN NET POSITION	(204,698)	(316,470)	196,981	407,380



Request for Action

To
City Council

Item Number
11.2

Meeting Date
December 1, 2025

Prepared By
Joseph Hale, Environmental Services and Projects
Specialist

Item Description
Elk River Landfill Expansion EAW/EIS Comment
Period

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Staff are requesting that the Council review the draft comments prepared for the proposed Elk River Landfill expansion before submittal to the Minnesota Pollution Control Agency.

Background/Discussion

Waste Management is proposing an expansion of the Elk River Landfill into Livonia Township. The project automatically triggers an Environmental Impact Statement (EIS) per Minnesota Pollution Control Agency guidelines. The EIS is a detailed report on the potential environmental impacts of a proposed project. The EIS is preceded by a "Scoping Environmental Assessment Worksheet," which seeks comments from interested parties to determine the scope and content of the EIS.

Staff drafted the attached comments for consideration by the MPCA. The comments cover concerns related to groundwater contamination, leachate, and traffic. Staff wants to discuss with the Council and find out whether the Council wants to add additional items to be included in this first comment period.

It is anticipated that there will be two additional comment periods, which will follow the completion of the Draft EIS and the Final EIS.

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow.

Attachments

- I. Elk River Expansion SEAW Comments

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December 1, 2025

Chris Green
Minnesota Pollution Control Agency
504 Fairgrounds Rd. Suite 200
Marshall, MN 56258

Dear Mr. Green:

Thank you for the opportunity to provide comments as part of the proposed Elk River Landfill Expansion Scoping Environmental Assessment Worksheet. The City of Elk River has the following comments to offer:

General:

The current active disposal area of municipal solid waste (MSW) for the Elk River Landfill (ERL) is located within the City of Elk River, and the proposed ERL north development expansion project lies north of the city limits. The City of Elk River regulates the activities at the current site through a solid waste license and conditional land use permit. The license indicates the final date for MSW disposal within the City of Elk River as December 30, 2030.

Groundwater:

Section 12.a.2 reviews the groundwater conditions for the proposed expansion project. The historic operation of the current landfill has resulted in the contamination of groundwater to the west of the site. The known contaminant plume extends nearly one mile from the waste fill limits and has impacted residential water wells. An approved Groundwater Corrective Action Plan to address the contamination has involved the replacement of numerous residential wells with deeper wells and an ongoing groundwater monitoring program.

Although the landfill expansion will utilize a base liner and leachate collection system, there is still a risk of contamination to groundwater resources from the failure of control measures for the proposed MSW disposal area. Long-term (60+ years) protection of downgradient groundwater resources and water wells for City of Elk River residents is a concern.

Leachate:

Section 12.b.1 reviews the management of wastewater or leachate for the proposed expansion project. The ERL currently has an agreement with the City of Elk River for the treatment of

13065 Orono Parkway
Elk River, MN 55330
763.635.1000
ElkRiverMN.gov



leachate at its publicly owned treatment facility. Because the expansion project will extend outside of the Elk River City limits and add to the amount of leachate that is currently generated for the site, the City will reserve the right to amend its current Leachate Disposal Use Agreement. The city cannot guarantee that treatment capacity will be available for the additional volume of leachate caused by the expansion. The landfill expansion is planned for 60+ years of operation and similarly, the city cannot fully predict the wastewater treatment needs of future residents and industry.

Traffic:

Section 20. reviews the transportation aspects for the proposed expansion project. With the closing/capping of the existing facility by December 30, 2030, the city also expects the current main entrance point to be decommissioned as part of said closure. The proposed expansion should be planned with a new access point connection to TH 169 outside the City of Elk River.

The additional landfill area will result in the generation of more leachate. If the leachate is managed utilizing the Metro Council Environmental Services wastewater treatment facilities, there will be additional tanker trucks that will be traveling through the City of Elk River along the Hwy 169 corridor. The increased truck traffic will create a corresponding impact.

Please let me know if you have any questions related to these comments.

Sincerely,

Joseph Hale
Environmental Services and Projects Specialist
763.635.1030



Request for Action

To
City Council

Item Number
11.3

Meeting Date
December 1, 2025

Prepared By
Mitchell Litfin, Street and Park Superintendent

Item Description
Vehicle Acquisition and Replacement Policy Manual

Reviewed by
Cal Portner

Action Requested

Discuss and provide direction on the updated Vehicle Acquisition and Replacement Policy

Background/Discussion

Over the past several months, staff have been evaluating and updating the Vehicle Acquisition and Replacement Policy. Several departments have contributed information on current conditions, challenges, and potential approaches. The purpose of this work session item is to summarize findings and gather initial Council feedback before developing formal recommendations.

Financial Impact

There is no immediate financial impact associated with this work session.

Mission/Policy/Goal

This work session item supports the City's mission to work with citizens to develop a sustainable and prosperous community for all to live, work, and play, and to govern appropriately in an ever-changing environment by ensuring the City Council has the information necessary to make informed policy decisions.

Attachments

1. Vehicle Acquisition and Replacement Policy Final
2. Vehicle Acquisition and Replacement Policy Showing Tracked Changes

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Vehicle Acquisition and Replacement Policy Manual

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763.635.1000



ElkRiverMN.gov

Vehicle Acquisition and Replacement Policy

Purpose

The City of Elk River establishes this policy to guide in the maintenance of a fleet that supports the services provided to residents. The management of the city vehicle fleet is the responsibility of the Public Works Department as delegated to the Public Works Supervisor in collaboration with city departments.

The Public Works Supervisor is responsible for the effective planning for the purchase, replacement, and assignment of all city vehicles. Coordination of vehicle purchases, replacements, and reassignments will be done by the respective city department-designated representatives and in conformity with city policy and the vehicle and equipment replacement schedule guidelines. The purpose of this policy is to establish standard replacement schedule guidelines for vehicles of similar types and use.

The Public Works Director and Public Works Supervisor shall be responsible for managing the fleet and coordinating any changes in the replacement schedule. The city's Fleet Services staff shall provide integral information for the process including vehicle maintenance history, mechanical condition, and alternative solutions to meet service needs. The standard guidelines for our replacement schedule by vehicle type are as follows:

<i>Dept/Division</i>	<i>Vehicle</i>	<i>Type of Service</i>	<i>Repl Cycle (Yrs)</i>
Parks	¾ Ton Truck	3	10-12
	1-2 Ton Trucks	3	10-12
	Ballfield Maintenance Equip	4	10
	Heavy Duty Trailers	3	20
	Light Duty Trailers	3	20
	Sidewalk Machines	5	8-10
	Small Mowers	5	5-7
	Snowmobiles	3	10-12
	Sprayer	3	20
	Tractor Attachments	3	10-15
	Tractors	3	10-15
	Mini Skid	1	15-20
	Utility ATV	3	6-8
	Field Painter	2	10
	Wide Area Mowers	5	5-7
Streets	Air Compressor	2	15-20
	Asphalt Roller	2	7-10
	Brush Clipper	5	7-10

Streets	Cold Mill	5	15-20
	Crack-filling Kettle	5	7-10
	Forklift	3	15-20
	Heavy Trucks	5	12-15
	$\frac{3}{4}$ Ton Truck	3	10-12
	1-2 Ton Trucks	3	10-12
	Loader Mounted Blower	5	12-15
	Loaders	5	12-15
	Motor Grader	4	20-30
	Patch Trailer	5	7-10
	Skid Steer Loaders	5	12
	Sweepers	5	10
	Tandem Axle Trailer	1	20-25
	Single Axle Trailer	1	20-25
Streets	Vac Trailer	3	15-20
	Pavement Cutters	3	7-10
	Tractor	3	15-20
Arena	Ice Resurface	3	10
Cable/Admin	Cars	1	Use Repurposed
WWTP	$\frac{3}{4}$ Ton Truck	2	10-12
	1 Ton Truck	3	10-12
	Jet Truck	5	17-20
	Tractor	3	15-20
	Tool cat	2	12
	Golf Cart	1	15-20
	Toro Workman	1	15-20
Police	Police Investigation/Admin	2	7
	Police Squad Cars	5	5
	ATV/UTV	1	20
	SWAT Van	1	15-20
	CSO Trucks	2	8
	MRAP Special OPS Truck	1	25
Bldg Main	1 Ton Truck	3	10-12
	1 Ton Utility	3	10-12
	UTV	3	Use Repurposed
	Genie Lift	3	15
	GS Man Lift	2	12-15
	JLG Triple , L Trailer	1	20-25
Code Compliance	Building Safety Vehicles	1	12-15
Fire	Engine	3	25
	Tender	3	25
	ATV/UTV	1	20
	Light Duty Trailer (UTV)	1	30
	Fire Prevention Trailer (Escape)	1	30
	Live Burn Trailer	1	30

Fire	Incident Support Trailer	1	30
	Vent Prop Trailer	1	30
	Ladder	3	25
	Rescue Units	3	25
	Command Vehicles	3	10
	Fire Prevention/Support Truck	2	25
	Grass Rigs	1	20

Procedures

All vehicle purchases, replacements, and reassignments must be coordinated with the Public Works Supervisor to ensure proper tracking, budgeting, and operational alignment.

- a. The Public Works Supervisor and Department Directors/Division Managers will meet annually each June to review the Capital Improvement Plan for accuracy and note changes.
- b. Standard color options for all passenger vehicles Shall be white, blue or black for ease of repurposing and resale unless approved by the City Administrator.
- c. New vehicle additions to the fleet will be budgeted for in the respective department budget for the purchase year and added to the Capital Replacement Schedule
 - New vehicle addition replacement values are amortized over the expected vehicle service cycle.
 - The appropriate amortized vehicle replacement chargeback added to the respective budget.
- d. Vehicles meeting their service cycle may be repurposed by another department/division with a differing service need.
 - Repurposed vehicles assigned for the replacement of a previously assigned repurposed vehicle shall not be placed on an amortization schedule.
 - Repurposed vehicles requested for initial assignment shall incur an amortization schedule of no more than three years to account for the decrease in auction/resale value to the Equipment Replacement Fund.

- e. The Finance Division will coordinate all additions and revisions to the 10-year vehicle and equipment replacement plan with the Public Works Supervisor as part of the Capital Improvement planning process. The Public Works Supervisor will accumulate all requests and submit the 10-year vehicle and equipment replacement schedule, list of additions and revisions, and any other suggestions to the Finance Division. The City Administrator will have final approval to all vehicle and equipment purchases and recommendation to the City Council for approval.
- f. Repurposed assets will be maintained for a minimum of four (4) years before they are scheduled for replacement with another repurposed asset.
- g. Asset reconditioning will be utilized where available.
- h. State contracts will be the standard method for asset purchases; other procurement options may also be considered.

Vehicle Evaluation Form

Dept: _____ Emergency Equipment? Y/N

Date: _____ Vehicle #: _____ Miles/Hrs.: _____

Year: _____ Make: _____ Model: _____

	Current Score	Projected Score	Future – Other Dept. or Auction?
Age			
Usage			
Type of Service			
Condition			
Repair Costs			
Total			

Repair Costs: \$ _____

Purchase Price: \$ _____

Specialties (decals, computers, accessories, etc.) \$ _____

Projected Mileage: _____

Reliability: Very Good ☐ Good ☐ Fair ☐ Dispose/Flag File ☐

Evaluated by: _____

Point Ranges:

Under 21 points	Condition I	Very Good
21 – 25 points	Condition II	Good
25 – 30 points	Condition III	Fair
31 points and up	Condition IV	Disposal

Vehicle Evaluation Form Explained

The Vehicle Replacement Chart serves as a guide for when a vehicle/equipment is due for replacement. Fleet Services will complete the evaluation based on criteria for replacement of vehicles/equipment and will present it to the Public Works Supervisor and Public Works Director prior to final replacement/disposition. The evaluation is based on the following criteria:

- **Age**

One point for each year of chronological age, based on in-service date.

- **Usage**

Odometer- based vehicles=one point per 10,000 miles

Odometer- based small equipment=one point per 500 miles

Hour meter-based- small equipment=one point per 325 hours

Hour meter- based large truck/equipment=one point per 750 hours

- **Type of service**

Score 1-5 points based on the type/level of service the vehicle/equipment receives, i.e. (1) for administrative vehicles or light use, (3) for medium use, and (5) for patrol car or heavy use

- **Condition**

This score scale from 1-5 is based on the inspection of the body, underbody and structural members, rust, interior, condition, a review of accident and repair history, any operational problems and anticipated major repairs within the next budget year. A score of (5) would be in very poor condition with high expectations for major future expenses.

- **Repair costs**

Score 1-5 based on the total life-to-date (LTD) repair costs (excluding “non-normal” repairs) and the original purchase price of the vehicle/equipment. A (5) is scored for a vehicle/equipment whose LTD repair costs exceed the original purchase price. A score of (1) signifies LTD repair costs are 20% or less of the original purchase price: (2) for 40%, 3 for 60%, (4) for 80%.

- **Reliability:**

The vehicle or equipment will be based on unscheduled repairs and will be factored independently based on the fleet maintenance records.

Point Ranges:

Under 21 Points	Condition I	Excellent
21 to 25 Points	Condition II	Good
26 to 30 Points	Condition III	Qualifies for Replacement
31 points and above	Condition IV	Needs Immediate Consideration

Adopted by:	On (date)	Item #
	Updated Aug/SEP 2025	



Vehicle Acquisition and Replacement Policy Manual

13065 Orono Parkway
Elk River, MN 55330
763.635.1000



ElkRiverMN.gov

Vehicle Acquisition and Replacement Policy

Purpose

Purpose and need for policy. The City of Elk River Fleet Committee Maintenance Department philosophy is to establish this policy to and guide in the maintain maintenance of a fleet which that supports the services provided to our customers residents. The Overall management of the city vehicle fleets is the responsibility of the Public Works Department as delegated to the Public Works Supervisor in collaboration with various city departments.

1. A significant The Public Works Supervisor is The Public Works Supervisor is part of this responsible for the ility is to ensure effective planning for the purchase, replacement, and assignment of all city vehicles. Coordination of vehicle purchases, replacements, and reassignments will be done by the respective city department-designated representatives and in Fleet Committee Public Works Supervisor in conformity with city policy and the vehicle and equipment replacement schedule guideline guideline. The purpose of this policy is to establish standard replacement schedule guidelines guidelines for vehicles of similar types and use.

2. The Public Works Director and Public Works Supervisor shall r The Fleet Committee will be responsible for controlling-managing the fleet size and coordinating any changes in the replacement schedule. The city's MFleet Services staff echanics will shall provide be an integral information for part of the process including ; the Mechanics will not evaluate the necessity of requests, but may provide suggestions on the vehicle maintenance history, mechanical condition, and alternative solutions that may to meet our service needs. The standard guidelines for our replacement schedule by type of vehicle vehicle type is are as follows:

Dept/Division	Vehicle	Type of Service	Benchmark to evaluate for replacement & re-purpose
Police			
	Police Investigation/Admin	2 was 1	7 Was 6
	Police Squad Cars	5 was 1	5 Was 4
	ATV/UTV *NEW*	1	20
	SWAT Van *NEW*	1	15-20
	CSO Trucks	2	8 Was 6
	Special Operations Truck MRAP	1	25-Was 20
Bldg. Main	¾ Ton Truck *TAKEN OFF*	4	7-10
	1 Ton Truck	3	10-12 Was 7-10
	1 Ton Utility	3	10-12 Was 7-10

	Utility Tractor (Ventrac 4500)	2 was 3	10-12 Was 12-15
	JD Gator/UTV	3	Use Repurposed was NA
	Hydraulic Tractor *TAKEN OFF*	3	15
	Genie Lift	3 was 2	15 was 12-15
	GS Man Lift	2 was 5	12 – 15
	JLG Triple, L Trailer *NEW*	1	20-25
Code Compliance	Building Safety Vehicles	5 was 1	12 – 15 was 10
Fire	Engine	3	25
	Rescue Units	3	25 was 20
	Command Vehicles	3 was 2	10 Was 7
	Fire Prevention/Support Truck	2 was 1	25 was 15
	Grass Rigs	1 was 3	20 Was 15
	Ladder	3	25
	Tender	3 was 5	25 was 20
	ATV/UTV *NEW*	1	20
NEW	Light Duty Trailer (UTV) *NEW*	1	30
NEW	Fire Prevention Trailer (Escape)	1	30
NEW	Live Burn Trailer	1	30
NEW	Incident Support Trailer	1	30
NEW	Vent Prop Trailer	1	30

Dept/Division	Vehicle	Type of Service	Repl Cycle (Yrs)
Parks	1/2 Ton Truck *TAKEN OFF*	2	7-10
	3/4 Ton Truck	3	10-12 Was 7-10
	1-2 Ton Trucks	3	10-12 Was 7-10
	Ballfield Maintenance Equip	4	10
	Heavy Duty Trailers	3	20 Was 10-12
	Light Duty Trailers	3	20 Was 10-12
	Sidewalk Machines	5	8 - 10
	Small Mowers	5	5 - 7
	Snowmobiles	3	10-12 Was 3-5
	Sprayer	3	20
	Tractor Attachments	3	10 – 15
	Tractors	3	10 – 15
	Mini Skid *NEW*	1	15-20
	Utility ATV	3	6-8 Was 8-10
	Field Painter *NEW*	2	10
	Wide Area Mowers	5	5 – 7
Streets	Air Compressor	2	15 – 20
	Asphalt Roller	2	7 – 10
	Brush Clipper	5	7 – 10
	Cold Mill	5	15-20 WAS 7 – 10

	Crack-filling Kettle	5	7 – 10
	Forklift	3	15–20
	Heavy Trucks	5	12 – 15
	1/2 Ton Truck *TAKEN OFF*	2	7-10
	3/4 Ton Truck	3	10-12 Was 7-10
	1-2 Ton Trucks	3	10-12 Was 7-10
	Loader Mounted Blower	5	12-15 Was 25
	Loaders	5	12–15
	Motor Grader	4	20 – 30
	Patch Trailer	5	7 – 10
	Skid Steer Loaders	5	12 Was 10
	Sweepers	5	10
	Tandem Axle Trailer *NEW*	1	20-25
	Single Axle Trailer *NEW*	1	20-25
Streets	Vac Trailer *NEW*	3	15-20
	Pavement Cutters *NEW*	3	7-10 15-20
	Tractor	3	15 -20
Arena	Ice Resurface	3	10
Cable/Admin	Cars	1	Use Repurposed Was 10
WWTP	3/4 Ton Truck	2 was 3	10-12 Was 7-10
	1 Ton Truck	3	10-12 Was 7-10
	Tool Cat *NEW*	2	12
	Golf Cart *NEW*	1	15-20
	Toro Workman	1	15-20
	Jet Truck	5	17 – 20
	Tractor	3	15-20 was 10-12

When applicable, the Fleet Committee will establish the replacement year when the replacement schedule guideline is based on usage. The Fleet Committee will also determine all other miscellaneous equipment replacement schedules based on usage, manufacturer's recommendations, and condition of equipment. Hand down vehicles that require a specific set up will be put into service for a minimum of 2 years. Replacement exceptions may be

1. Procedures

a. All vehicle purchases, replacements, and reassignments must be coordinated ~~by~~ with the ~~Fleet Committee~~ Public Works Supervisor to ensure proper tracking, budgeting, and operational alignment.

~~b. a. The Fleet Committee~~ The Public Works Supervisor and Department ~~Heads~~ Directors/Division Managers will meet ~~regularly annually each June during the beginning of the~~ to review the Capital Improvement Plan for accuracy and note ~~changes capital improvements planning process and after the final budget is approved.~~

b. Standard color options for all passenger vehicles ~~will~~ Shall be ~~W~~white, ~~B~~blue or ~~B~~black

for ease of repurposing and resale unless ~~ok'd approved by by Public Works Supervisor~~the City Administrator.

c. New vehicle additions to the fleet will be budgeted for in the respective department budget for the purchase year and added to the Capital Replacement Schedule

- New vehicle addition replacement values are amortized over the expected vehicle service cycle.
- The appropriate amortized vehicle replacement chargeback added to the respective budget.

d. Vehicles meeting their service cycle may be repurposed by another department/division with a differing service need.

- Repurposed vehicles assigned for the replacement of a previously assigned repurposed vehicle shall not be placed on an amortization schedule.
- Repurposed vehicles requested for initial assignment shall incur an amortization schedule of no more than three years to account for the decrease in auction/resale value to the Equipment Replacement Fund.

~~d.e.~~ The Finance ~~Director~~Division will coordinate all additions and revisions to the ~~ten~~10-year vehicle and equipment replacement plan with the Public Works Supervisor ~~Fleet Committee~~ as part of the Capital ~~i~~mprovements planning process. The Fleet Committee Public Works Supervisor will accumulate all requests and submit the ~~ten~~10-year vehicle and equipment replacement schedule, list of additions and revisions, and any other suggestions to the Finance ~~Director~~Division. The City ~~A~~Administrator will have final approval to all vehicle and equipment purchases and recommendation to the City Council for approval.

~~e.f.~~ Repurposed assets will be ~~kept in their spot~~maintained for a minimum of four (4) years before they are ~~up-scheduled~~ for replacement with another repurposed asset again.

~~f.g.~~ Asset reconditioning will be utilized where available.

~~g.h.~~ State contracts will be the standard method for asset purchases; other procurement options may also be considered.

|

~~Mechanics~~ Vehicle Evaluation Form

Dept: _____ Emergency Equipment? Y/N

Date: _____ Vehicle #: _____ Miles/Hrs.: _____

Year: _____ Make: _____ Model: _____

	Current Score	Projected Score	Future – Other Dept. or Auction?
Age			
Usage			
Type of Service			
Condition			
Repair Costs			
Total			

Repair Costs: \$ _____

Purchase Price: \$ _____

Specialties (decals, computers, accessories, etc.) \$ _____

Projected Mileage: _____

Reliability: Very Good ☐ Good ☐ Fair ☐ Dispose/Flag File ☐

Evaluated by: _____

Point Ranges:

Under 21 points	Condition I	Very Good
21 – 25 points	Condition II	Good
25 – 30 points	Condition III	Fair
31 points and up	Condition IV	Disposal

The City of Elk River Vehicle Evaluation Form Explained

The Vehicle Replacement Chart serves as a guide ~~only to suggest for~~ when a vehicle ~~/or piece of~~ equipment ~~may be is~~ due for replacement. ~~When a unit appears on the chart as a potentially ready for replacement, a Fleet Services Mechanic~~ will complete ~~a detailed vehicle the~~ evaluation based on criteria for replacement of ~~the city's~~ vehicles/equipment and will present it to the Public Works Supervisor and Public Works Director prior to final replacement/disposition. The evaluation is based on the following criteria:

- **Age:**

- One point for each year of chronological age, based on in-service date.

- **Usage:**

Odometer- based vehicles=one point per 10,000 miles

Odometer- based small equipment=one point per 500 miles

Hour ~~Mm~~eter-based- small equipment=one point per 325 hours

Hour-meter- based large truck/equipment=one point per 750 hours

- **Type of service:**

~~Score 1 to 5~~ points based on the type/level of service the vehicle/equipment receives, ~~i.e.~~ (1) for administrative vehicles or light use, (3) for medium use, and (5) for patrol car or heavy use

- **Condition:**

This score ~~is scaled~~ from 1 ~~to 5~~ ~~based is based~~ on the inspection of the body, underbody and structural members, rust, interior, condition, a review of accident and repair history, any operational problems and anticipated major repairs within the next budget year. A score of (5) would be in very poor condition with high expectations for major future expenses.

- **Repair costs:**

~~Score 1 to 5 points are assigned~~ based on the total life-to-date (LTD) repair costs (excluding "non-normal" repairs) and the original purchase price of the vehicle/equipment. A (5) is scored for a vehicle/equipment whose LTD repair costs exceed the original purchase price. A score of (

1) ~~is given to a vehicle/equipment whose signifies~~ LTD repair costs are 20% or less of the original purchase price: (2) for 40%, 3 for 60%, (4) for 80%.

- **Reliability:**

The vehicle or equipment will be based on unscheduled repairs and will be factored ~~in~~ independently based on the fleet maintenance records.

Point Ranges:

Under 21 Points

21 to 25 Points

26 to 30 Points

31 points and above

_____ Condition I

_____ Condition II

_____ Condition III

Condition IV

_____ Excellent

_____ Good

_____ Qualifies for Replacement

_____ Needs Immediate Consideration

Adopted by:	On (date)	Item #
	Updated Aug/SEP 2025	



Request for Action

To
City Council

Item Number
11.4

Meeting Date
December 1, 2025

Prepared By
Joe Libor Jr., Deputy Fire Chief

Item Description
On-Call Fire Department Staff Compensation Plan Changes

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested

Review requested compensation plan changes for the 2026 budget year for on-call fire department captains and fire instructors as requested by city staff.

Background/Discussion

Each year, staff updates pay rates for non-regular employees, which is approved by the Council in the Compensation Plan for Non-Organized Employees. HR and the city administrator review the recommended changes before going to the Council.

The fire department has recommended a significant increase in the hourly pay rate for paid-on-call captains and fire academy instructors. The rate comparisons provided were for departments/agencies with full-time employees.

The administrator requests the Council review and provide direction.

Financial Impact

Paying three Captains, this pay rate will cost an estimated \$17,000 annually. With current resignations (5) and expected retirements (3), this could be paid for as budgeted for 2026.

The fire academy is a self-sustaining program funded by training fees and reimbursements from the Minnesota Board of Fire Training and Education (MBFTE). There is no budget or financial impact for those hours. For training conducted outside the academy, those hours are budgeted for our current part-time fire pay. Historically, all hours for instructors have been reimbursed by the MBFTE, and there is no indication this will change.

Mission/Policy/Goal

Elk River Mission Statement

Attachments

1. 2026 On-Call Fire Pay

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



Fire Captain Pay

Requested Captain Pay	\$30/hr
Year 6-10	Base plus \$1.50/hr
Year 11-15	Base plus \$2.50/hr
Year 16+	Base plus \$3/hr

- Currently based off firefighter base pay rate. Current Captains are paid \$21.07-\$22.07/hr.
- Officers who serve on-call as Duty Officer shall be paid \$6.73 for each hour of on-call duty.

Around the area pay

Captains	40 - Hour	
St. Cloud	\$42.50	\$54.94
Brooklyn Park	\$51.20	\$59.35
Hastings	\$50.95	\$57.18
Cottage Grove	\$44.62	\$46.40
Farmington	40.77	\$50.89
Savage	\$37.81	\$44.48
Vadnais Heights	\$41.70	\$50.03

Bold cities are Elk River comps

Financial Impact: Paying three Captains this pay rate will cost as estimated \$17,000 annually total. With current resignations and expected retirements, this could be paid for as budgeted for 2026.

Fire Instructor Pay

Requested Fire Instructor Pay

Fire Academy instructors and Fire Department members instructing a course for firefighters earning a certification or maintaining a certification or licensure shall be paid according to the following schedule:

Assistant Instructor: \$40.00 per hour

Lead Instructor: \$50.00 per hour

Comparable:

Century College Fire Program:

Entry Level Instructor: \$35-45/hr

Lead Instructor: \$50-60/hr

Chiefs/Subject Matter Expert: \$55-75/hr

Financial Impact:

- The fire academy is a self-sustaining program funded by training fees and reimbursements from the Minnesota Board of Fire Training and Education (MBFTE). There is no budget or financial impact for those hours.
- For training conducted outside of the academy, those hours are budgeted for our current part-time fire pay. Historically, all hours for instructors have been reimbursed by the MBFTE and there is no indication this will change.



Request for Action

To
City Council

Item Number
11.5

Meeting Date
December 1, 2025

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Personnel Policy Manual Update

Reviewed by
Cal Portner
Tina Allard

Action Requested
Discuss updates to the Personnel Policy Manual.

Background/Discussion

The city's Personnel Policy Manual was last updated in December 2023. While the Personnel Policy Manual attached is in draft form the content of the changes are as intended. The order of this summary follows the Personnel Policy Manual.

- A distinction has been made between Regular and Non-Regular employees wherein a Non-Regular employee does not work a set schedule. A Non-Regular employee would likely be a Part-Time employee but may also be Seasonal or Temporary.
- Added the deadline for timesheet submission, identified that time is recorded in 15 minute increments, and added that employees using a kiosk to punch in and out for work must also punch out for meal breaks.
- Added Staffing Inventory
- State law changed Meal Breaks to be required for employees working 6 hour shifts. It was previously 8 hour shifts.
- The majority of changes to the Leave policies result from the addition of MN Paid Leave. We have also made changes resulting from modifications made with Earned Safe and Sick Time (ESST) over the past two years. For example, employees no longer accrue sick leave because this leave is now required to be accrued as ESST. Sick leave accrual has been removed from the policy.
- With the addition of MN Paid Leave employees will no longer need donated sick leave so that policy has been removed.
- The MN Paid Leave policy has been added.
- MN Paid Leave provides paid leave for the birth or adoption of a child so we have removed the city's policy.
- The City Council approved the Post Employment Health Care Savings Plan for Department Directors and City Administrator severance payment in May 2024.
- A policy has been added to allow Elk River employees serving as firefighters in other communities to use vacation or comp time if arriving late to work due to a fire call.
- The Grievance policy timeline has been shortened and includes a meeting with the City Administrator. Choice of Remedy has been added.

The Elk River Vision

A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity



- An employee attending an event as a participant at a city facility will now not be breaking policy if they consume a legal controlled substance.

This is a very high level outline of the changes which will be discussed in more detail during the meeting.

Financial Impact

MN Paid Leave has a financial impact that has been included in the 2026 budget.

Mission/Policy/Goal

The Elk River Mission Statement.

Attachments

- I. Personnel Policy Manual Nov 2025 Update Redline



Personnel Policy Manual

(Revised August 2008)

(Updated August 2010)

(Updated June 2012)

(Updated September 2014)

(Updated February 2021)

Mini-update August 2023

Updated December 2023

Updated Severance Pay retro to 12/2023 update

Updated December 2025

13065 Orono Parkway
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DRAFT

Introduction

This policy manual contains personnel policies and procedures for City of Elk River employees.

The city strives to provide an efficient system of personnel administration, and this policy manual serves as a guide for administrative actions concerning city personnel matters. It is not a contract between the city and its employees. The manual attempts to cover general matters and does not cover every situation that may arise.

Other than any applicable collective bargaining agreement, this policy manual replaces and supersedes all prior manuals, memos, and any other written or oral statements of employment policies and procedures. Manuals and policies that provide department specific information remain in effect.

Except as provided by statute or applicable collective bargaining agreement, employment of all city employees is at-will. At-will means both the city and its employees have the right to terminate employment at any time, with or without cause or notice.

No representative of the city has the authority to alter the at-will nature of an employee's employment except the City Council by approval of a written contract of employment executed by the city. No employee has a protectable property interest in his or her employment with the city.

The policies in this manual shall apply to all employees unless specifically exempted by the City Council. Consultants rendering professional services on a fee basis are not considered city employees.

The city may add to, modify, or revise portions of this manual as the city deems appropriate, with or without prior notice.

This manual may be superseded to the extent that it is inconsistent with state or federal statute, a collective bargaining agreement entered between the city and its employees, or a written contract of employment signed by the city.

Employment

Equal Employment Opportunity

The City of Elk River is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation, and selection for training. The city will not discriminate against any employee or job applicant on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission, or lawful participation in the Minnesota Medical Cannabis Patient Registry.

The city prohibits discrimination against or harassment of any employee or job applicant on the basis of protected class status. Employees who participate in discrimination in violation of this policy are subject to discipline up to and including termination. Retaliation against any employee for making a complaint under this policy or assisting with investigations of complaints made under this policy is also strictly prohibited.

Any person who feels that s/he has been discriminated against should contact the city administrator or Human Resources.

Employment Status Definitions

Full-Time - A regular work schedule consisting of 2,080 hours per year.

Part-Time - A regular work schedule of less than 2,080 hours per year, generally over the 12 months.

Orientation Period - First six months of initial employment, following a promotion, reassignment or transfer.

Probationary Period - Period of time as defined in a union contract. For paid on-call firefighters, the probationary period is the first twelve (12) months of initial employment.

Regular - An employee who has completed his or her Orientation or Probationary Period and works a set schedule.

Non-Regular - An employee who has completed his or her Orientation or Probationary Period and works a variety of hours and days, not a set schedule.

Seasonal - A part- or full-time position assigned to work part of the year to conduct seasonal work, typically not for more than one hundred twenty (120) days in any consecutive 12-month period.

Temporary - A part- or full-time position scheduled to work with a defined start and termination date or duration of a special project. The position generally does not qualify for benefits.

Elected or Appointed Official - A person elected as mayor or council member, or a person appointed by the mayor and council to serve on a city commission or board.

Applicant - Any person applying for a paid or volunteer position.

Work Rules

In accepting employment with the City of Elk River, employees become representatives of the city and are responsible for assisting and serving the residents for whom they work. Employees shall exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

All City of Elk River employees are expected to meet the following job requirements:

- Always perform assigned duties satisfactorily and to the best of their abilities.
- Always render prompt and courteous service to the public as appropriate.
- Read, understand, and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and courtesy.
- Report all unsafe conditions to the immediate supervisor.
- Maintain good attendance.

Orientation Period

The Orientation Period is an integral part of the employment process in which the city and the new employee should consider whether the employment is mutually satisfactory.

The Orientation Period consists of the first six (6) months of employment. During the period, the city will observe the employee's work to determine whether the employee demonstrates s/he is qualified for the position to which s/he was appointed.

Performance, skills, ability, and other factors observed and demonstrated during the period are evaluated by the employee's supervisor. If the employee does not meet established standards, and there is reason to believe, in the city's sole discretion, that a longer review period is needed, the Orientation Period may be extended to a total of 12 months.

New employees are not allowed to take vacation leave during their Orientation Period unless approved by the city administrator or approved before hire.

Upon completion of the Orientation Period, the employee will become a Regular employee and are eligible to use vacation leave. This does not imply employment is permanent.

Employees promoted or appointed to new positions must successfully complete a six-

month Orientation Period. If found during the orientation to be unsuited for the position, the city, at its sole discretion, may reinstate the employee to his/her former position and former rate of pay. Reinstatement is not guaranteed.

Employees taking a leave of absence during the Orientation Period will have their Orientation Period paused and begin where they left off when they return from leave.

Minnesota Government Data Practices Act

Pursuant to the *Minnesota Government Data Practices Act* (DPA) data is categorized as private, non-public, or confidential. All data is public unless classified otherwise. In many circumstances, data may not be disclosed except with authorization of the subject of the data or pursuant to court order. In compliance with the DPA, employees are strictly prohibited from disclosing to a third party, within or outside the city, any personnel data, data relating to pending civil legal actions, or any other data that might be classified as private, non-public, or confidential, without the city administrator's express authorization.

The City Council appoints the city administrator as the responsible authority to administer the requirements for collection, storage, use, and dissemination of data. Refer to the city's Guidelines and Procedures for the Minnesota Government Data Practices Act for additional information.

Employee Records Advisory

Employee records are maintained in a location designated by the city administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the DPA.

Media Requests

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the city administrator or appropriate staff. Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the city administrator. No city employee is authorized to speak on behalf of the city without prior

authorization from the city administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the city administrator of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a "routine" question, forward the request to the city administrator.

All news releases concerning city personnel will be the responsibility of the city administrator.

When the city administrator authorizes an employee to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city and approved by the city administrator.
- Be respectful, professional, and truthful when providing information. Only factual information (not opinions or editorial comments) shall be provided. Corrections must be issued when needed.
- Generally, not include personal opinions in official city statements. Employees who have been approved to use social media sites on behalf of the city should seek assistance from the city administrator on this topic.
- Notify the city administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for city business. Employees should be aware that data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

Personal Communications and Use of Social Media

It is important for employees to remember that their personal communications may reflect on the city, especially if employees are commenting on city business or commenting on issues that implicate their city employment. As city representatives, employees share the responsibility of earning and preserving the public's trust in the city. An employee's own personal communications, such as on social media, can have a significant impact on the public's belief that all city staff will carry out city functions faithfully and impartially and without regard to factors such as race, sex/gender, religion, national origin, disability, sexual orientation, or other protected categories. Nonpersonal communications (performed within one's job duties) to members of the public must always be professional. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Do not share private or confidential information you have access to as a result of your city position.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the city's operation, including by negatively affecting morale. Public comments must not undermine any city department's ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The city can act on the personal communication that violates this policy without waiting for the actual disruption.
- Remember what you write, or post cannot easily be undone. It may also be spread to a larger audience than you intended. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is not permissible online, even if it is done after hours, from home and on home computers.
- The city expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video, or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying.
- If you publish something related to city business and there is potential for confusion whether you are speaking on behalf of the city, it would be best to identify yourself and use a disclaimer such as, "These are my own opinions and do not represent those of the City of Elk River."
- City resources, work time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity.
- Personal social media account name or email names should not be tied to the city.

Compensation

Employees will be compensated according to the compensation plan approved by the City Council. The city will develop and maintain a compensation plan for all positions in accordance with federal and state laws. This plan may be reviewed and changed periodically at the sole discretion of the city.

Under the Minnesota Wage Disclosure Protection law, employees have the right to tell any person the amount of their own wages. While the Data Practices Act (Minn. Stat. §13.43), specifically lists an employee's actual gross salary and salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and

remedies to be included in employer personnel handbooks. To that end and in accordance with Minn. Stat. §181.172, employers may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment.
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minnesota Statute §181.172, subd. 3.

The city cannot retaliate against an employee for disclosing his/her own wages. An employee's remedies under the Wage Disclosure Protection law are to bring a civil action against the city and/or file a complaint with the Minnesota Department of Labor and Industry at 651.284.5070 or 800.342.5354.

Work Week

Work schedules will be established by the appropriate department director with the approval of the city administrator. The regular workweek for regular full-time employees is forty (40) hours per week. The regular workweek for regular part-time employees is a set schedule between 20 and less than 40 hours per week. Unless otherwise provided, the normal workday will begin at 8:00 a.m. and end at 4:30 p.m. The normal workweek will consist of five consecutive workdays, Monday through Friday.

Employees shall account for each hour of their work week by working or utilizing leave time. (See Leave Benefits below) Employees shall not take time off without pay unless it falls within the leave benefits provided.

Flextime arrangements must be approved by the department director and city administrator. The department director or city administrator may deny requests for flextime at their sole discretion. Flextime arrangements shall not negatively affect service levels. Employees with flextime arrangements may be asked to adjust their schedules periodically or to discontinue flextime to accommodate vacations, sick/ESST leave, or other issues within the department.

Seniority Patrol Shift Bid

The Chief of Police or their designee shall post the seniority patrol shift bid for the following year on the second Monday of October. Patrol officers and patrol sergeants shall have until October 31st to complete their shift bids.

City Hall Summer Office Hours

Summer Office Hours shall be the period between the Sunday preceding Memorial Day

and the Saturday preceding Labor Day.

City Hall Summer Office Hours shall be staffed as follows:

7:30 a.m. to 5:00 p.m. Monday – Thursday

7:30 a.m. to Noon, Fridays

All City Hall customer service desks shall be staffed and all City Hall services will be available during the period of Summer Office Hours.

Employee Schedule

Supervisors shall set a schedule with their employees for the Summer Office Hours period or review a schedule with their employees at the beginning of each work week.

Employees working 7:30 a.m. to Noon on Friday shall work one 8.5-hour day another day of the same week.

Summer Office Hours shall not create overtime for any non-exempt employees.

Flextime Arrangements

Employees approved to work a flextime arrangement shall determine their Summer Office Hours flextime arrangement with their supervisor prior to the beginning of Summer Office Hours period.

Employee Leave

All City Hall employees taking leave on a Friday during the Summer Office Hours period shall take four (4) or four and one half (4.5) hourhours leave for that day depending on their Summer Office Hours schedule.

All City Hall employees taking leave on ~~a~~ Monday through Thursday shall take eight and one half (8.5) or nine (9) hours of leave for each day depending on their Summer Office Hours schedule.

Bereavement leave is explained in the *Bereavement Leave* section of this manual.

Holidays

For holidays that fall on Monday through Thursday, eight (8) hours of holiday shall be paid and one (1) hour of vacation or compensatory time shall be used or one (1) additional hour of work may be performed on another day of the same work week with department director approval.

For holidays that fall on Friday, employees will take four (4) or four and one half (4.5) hours of holiday time and utilize ~~theirthe~~ remaining four (4) or three and one half (3.5) hours of holiday time, with supervisor approval, at another time during the same pay period.

Paydays

As provided by Minnesota law, all employees are required to participate in direct deposit. Employees (except on-call firefighters) will be paid biweekly on alternate Fridays, adjusted according to bank holiday schedules.

Timekeeping

Timesheets and any other time reports shall be approved and submitted to payroll by noon on the Monday before pay day. Failure to submit time reports on time or to approve employee's time reports on time may be subject to discipline.

An accurate record of hours worked, and any leave time used by nonexempt employees is necessary to comply with the provisions of the federal and state Fair Labor Standards Acts. Elk River utilizes different types of timekeeping systems.

Employees using a schedule-based electronic timekeeping system have work schedules that are set by supervisors before each work period. Any deviation to an employee's work schedule shall be immediately updated in the timekeeping system. It is the employee's responsibility to ensure their time records are maintained accurately. Your finalized work schedule and approved exceptions signifiessignify physical approval of your time record per FLSA and state statutes.

Non-exempt employees utilizing a timesheet-based timekeeping system shall record their hours worked each day in 15 minute increments. Requests for time off shall be made and approved prior to the time off. If time off is unscheduled, the request and approval shall be made as soon as practicable but no later than the end of the pay period. Submission of timesheets acknowledges accuracy of your time record per FLSA.

Employees utilizing a kiosk to punch in and punch out are responsible to punch in at the beginning of each shift and punch out at the end, punch in and out for meal breaks, and to notify their supervisor immediately of any missed punches or other errors in their time record. Requests for use of Earned Sick and Safe Time (ESST) shall be made through the HRIS system in writing directly to the supervisor.

Exempt employees are paid a set salary for each pay period and do not record hours worked. Exempt employees utilizing paid leave time shall request leave time and receive approval through the time keeping system prior to the leave being taken. Submission of timesheet acknowledges accuracy of paid time off.

Time off and overtime requests shall be made by the employee through the timekeeping system and shall be approved or denied by the supervisor through the timekeeping system. Requests shall be made in 15 minute increments. Requested leave (vacation or compensatory time and planned leaves of absence) must be submitted to supervisors through the timekeeping system with as much advance notice as possible. Leave requests are not final until approved by the supervisor in the timekeeping system.

Employees are provided with secure access to their time records and shall not share their password with co-workers. All employees are responsible to ensure their time records

are accurate.

The hours reflected in the timekeeping system are the hours employees will be paid for each pay period. It is the employee's responsibility to monitor their hours to ensure they accurately reflect the hours worked. If the employee feels there is a discrepancy, it is their responsibility to bring it to the attention of their supervisor. Supervisors are responsible to ensure employees ~~are maintaining~~maintain their time records accurately.

Reporting false information is a crime and shall result in disciplinary action up to and including immediate termination.

Overtime and Compensatory Time for Non-Exempt Employees

The City Council considers and approves projected overtime expenses in the annual budget process. Department directors and division managers must manage overtime costs in accordance with their budget and exceptions must be communicated in writing to the city administrator.

Overtime

All employees may be required to work overtime as requested by their supervisor. Refusal to work overtime as requested may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

All overtime must be authorized in advance by the employee's supervisor. An employee who works overtime without prior approval may be subject to disciplinary action. Non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

The city complies with applicable state and federal laws governing accrual and use of overtime. Only employees to whom the overtime provisions of the state and/or the federal FLSA apply are required to be compensated for overtime work. The city administrator and human resources manager will determine whether each employee is "exempt" or "non-exempt" in accordance with federal law.

Overtime eligible (non-exempt) employees will be compensated at the rate of one and one-half times their base hourly rate for hours worked over 40 in one workweek. However, non-exempt employees employed in fire protection or law enforcement activities may be paid overtime based on the 7(k) exemption as defined by the FLSA (29 U.S.C. § 207(k)).

Vacation time, compensatory leave hours taken, holiday time off (pursuant to the Holidays policy below), bereavement, and sick and ESST leaves generally will count toward "hours worked" for non-exempt employees.

Compensatory Time

Overtime compensation will be paid for overtime hours, unless the employee and department director mutually agree in advance of performance of the work that the

overtime will be banked as compensatory time in lieu of overtime compensation.

Employees may request and use compensatory time off in the same manner as other leave requests. Compensatory time must be marked as such on timesheets, both when it is earned and used. Overtime hours not specified as compensatory time will be paid with overtime compensation. Finance maintains compensatory time records.

Employees may accumulate and “bank” up to 40 hours of compensatory time. As compensatory time off is utilized, additional compensatory time may be banked, not to exceed 40 hours. Overtime earned after 40 hours of banked compensatory time will be paid at the overtime rate. No more than forty (40) hours of compensatory time may roll over from one calendar year to the next.

Upon termination of employment, employees will be paid for all accrued but unused compensatory time.

Call Back Pay

Employees called to work on an unscheduled or emergency basis shall receive a minimum of two (2) hours overtime pay for returning to their designated work location and performing duties associated with the event requiring the call-back. Call Backs resulting in work beyond two (2) hours will be paid according to the actual time worked by the employee calculated to the nearest 15-minutes at regular or overtime pay depending on the number of hours worked for the week.

Employees who can respond to a Call Back remotely without returning to their designated work area using electronic means to address problems/concerns will be compensated with 15-minutes of pay at regular or overtime pay depending on the number of hours worked for the week. Extended or continual problems/concerns resulting in excessive remote monitoring will be evaluated for compensation by the supervisor and administration.

Overtime pay for holidays is explained in the *Holidays* section of this manual.

On-Call Pay

Employees may be assigned by the city to respond on short notice to render service outside of their regularly scheduled work shift.

Wastewater operators in an on-call status, must carry the city-issued iPad (or compatible smart phone) to perform diagnostic review of alarm conditions, report to and perform required duties on the wastewater system on Saturday, Sunday, and paid holidays that fall within their assigned week.

Establishment of an on-call schedule shall be at the discretion of the supervisor based on the needs of the city. Scheduled on-call time shall be distributed as equally as practicable. On-call schedules shall be posted in the workplace at least two (2) weeks prior to initiation of the on-call schedule.

The weekly on-call period begins and ends on Monday mornings at 8:00 a.m.

Expectations of employees on call:

- Employees shall be available for response outside of scheduled work hours when in an on-call status.
- Wastewater employees in an on-call status shall report to work within thirty (30) minutes of phone call attempt from their supervisor, emergency dispatch, or from an alarm condition reported through an electronic control monitoring program.
- Non-wastewater employees in an on-call status shall report to work within forty-five (45) minutes of phone call attempt from their supervisor, emergency dispatch, or from an alarm condition reported through an electronic control monitoring program.
- Employees shall be prohibited from chemical impairment when in an on-call status. Chemical impairment is defined as a mental or physical state which would be illegal to operate a vehicle or equipment consistent with the position description.
- Employees may request vacation or compensatory time off when on-call with prior supervisor approval and are responsible for finding another employee to assume their shift.
- In the event of an unforeseen circumstance (family emergency, accident, etc.) which prevents an on-call response, the employee shall notify his/her supervisor as soon as reasonably possible.
 - An employee missing an on-call response shall be removed from on-call status until his supervisor is properly notified by the employee of his/her availability to return to on-call status.

Employees assigned to positions within a collective bargaining unit shall receive on-call pay in accordance with the articles listed within their respective labor agreements. Non-exempt employees in positions outside of a collective bargaining unit shall receive on-call pay in accordance with the Compensation Plan for Non-Organized Employees. Employees failing to respond as detailed above while in a paid on-call status will not receive on-call pay for that day and will be subject to discipline. When an on-call employee, through notice as detailed above, returns to work and/or renders service on behalf of the city, they shall be compensated in accordance with the Call-Back Pay policy as defined above.

Staffing Inventory

Supervisors may contact employees to determine potential availability for a future unscheduled work shift. A positive response to availability does not commit employees to respond. This staffing inventory is a voluntary response, not a commitment to availability.

In the event an employee responds positively and is later unable to respond, supervisors have no remedy for discipline or retaliation.

Time off for Exempt Employees

Positions classified as Exempt do not qualify for overtime compensation per the FLSA. Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors, the city administrator, and the City Council. Generally, to meet these expectations, an exempt employee is often required and expected to work ~~in excess of more than~~ forty (40) hours per week.

Exempt employees are required to use paid leave when on personal business or away from the office for a significant part of the workday. Based on supervisor's discretion, absences of a few hours do not require the use of paid leave as it is presumed that the employee works more than 40 hours per week. Exempt employees ~~shall communicate their absence to the city administrator or his/her designee who receive banked holiday hours shall request their holiday time off in advance of the time being taken off. Personal time off shall not be on a one-for-one basis with excess hours worked.~~

If an exempt employee is regularly absent from work under this policy and it is found there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the city. Additional notification and approval requirements may be adopted by the city administrator for specific situations as determined necessary.

Report of Employee Information Changes

The city attempts to maintain complete and accurate employee information and complies with data privacy laws. It is important that your permanent personnel records are kept accurate and up to date. Immediately notify Human Resources when there is a change in any of the following:

- Name (through marriage or otherwise)
- Address
- Marital status
- Number of children
- Beneficiaries for life insurance and retirement
- Telephone number
- Person to contact in case of emergency
- Other changes which may affect benefits coverage

Many changes can and should be made by the employee directly in the Human Resources Information System.

Performance Appraisals

Performance appraisals are an opportunity for employees, supervisors, and the city to assess employee job performance. The performance appraisal system is designed to:

- Ensure that quality services are provided to the public at the least possible cost.

- Motivate and develop employees to their fullest potential.
- Clarify roles and mutual expectations of supervisors and employees.
- Promote open and ongoing communication between employees at all levels, including feedback from subordinates to supervisors.
- Assist in determination of whether employees are meeting the established performance standards for their position.

Performance appraisals generally will be maintained in the employee's electronic personnel file.

Immediate supervisors will conduct performance appraisals annually and may conduct formal or informal performance appraisals more frequently if necessary or prescribed by the city administrator or the department director. The performance appraisal usually will be in writing and must be acknowledged by the employee and supervisor.

Acknowledgement of the performance appraisal document by the employee recognizes that the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to acknowledge the document by the employee will not delay processing. Employees do not have the right to change or grieve their performance appraisal but may submit a written response which will be included in the employee's profile.

Attendance

Every employee has an important role in maintaining a productive workplace. Therefore, it is essential that all employees report to work every day as scheduled. Unsatisfactory attendance, including reporting late to work and leaving work early may result in disciplinary action up to and including discharge.

If an employee must be absent from work for any reason, other than approved time off, s/he must notify his/her immediate supervisor at least thirty (30) minutes prior to the start of his/her normal working hours. If an emergency prevents the employee from notifying his/her supervisor at such time, the employee must call his/her immediate supervisor as soon as possible during the workday.

Rest/M meal Break

Non-exempt, full-time employees shall receive a paid rest break not to exceed fifteen (15) minutes away from job duties on one occasion during each four (4) hour work shift. Part-time employees shall receive a paid rest break not to exceed fifteen (15) minutes during a work period of four hours.

Rest breaks cannot exceed fifteen (15) minutes, including the time required to get to and from a rest break area.

All employees scheduled to work ~~eight-six~~ (86) or more hours per shift are required to take a half-hour, unpaid meal break.

Employees of Northbound and Westbound Liquor are required to stay "on duty" in the building and be reachable by other employees should their assistance be required during

their break. In consideration of this, Northbound and Westbound Liquor employees are paid during their break time.

Employees may not purposely miss rest breaks ~~in order~~ to accumulate time to leave early at the end of the day; all rest breaks and meal breaks must be taken.

Employment of Relatives

All employees are hired as the most qualified candidate based on qualifications, skills, and ability. Employment is not restricted to more than one member of a family (including spouse, children, parents, siblings, in-laws, or other immediate relative). No family member will be hired where:

- One family member would have the authority or practical power to supervise, appoint, remove, or discipline the other.
- One family member would be responsible for auditing the work of the other.
- Circumstances exist which would place the family member in a situation of actual or reasonably foreseeable conflict between the city's interests and their own.
- The family member has a relative employed by an organization with whom the city has business dealings and in the city's judgment the position and job responsibilities of both the employee and family member would create an appearance of improper influence or favor or would jeopardize the confidentiality of data maintained by the city.

Supplemental Employment

Elk River does not restrict employees from engaging in outside employment. However, regular, full-time employees are expected to consider city work their primary employment. Employees may not engage in outside employment that interferes with the performance of one's city duties, that represents a conflict of interest, or that may influence or bias an employee's job-related decision-making ability.

The city will not adjust work hours to facilitate the scheduling of outside employment. If a supervisor believes an employee's outside employment is detrimental to the city and his/her position, the employee may be asked to discontinue the outside employment. If an employee is asked to discontinue outside employment and fails to do so, s/he may be subject to discipline up to and including termination.

Separation from Employment

Resignation

The purpose of proper notice is to ensure an orderly transition of responsibilities and open work items. Holidays or the use of vacation, sick/ESST, or compensatory time may only be approved by the city ~~administer~~administrator to be considered proper notice. Employees are not eligible for pay increases after resignation notice has been given.

With proper notice, the employee will be compensated for any accrued, unused vacation time. If eligible, s/he may also be compensated for a portion of banked sick/ESST leave as stated in the *Severance Pay Section* of this policy manual.

Proper notice must be submitted in writing to the employee's supervisor. Employees working a typical Monday through Friday schedule must provide notice at least ten (10) working days prior to the separation date. Department directors must provide a twenty (20) working day notice. Employees working a shift schedule that may include weekends and evenings shall provide a fourteen (14) calendar day notice.

Non-exempt employees will be compensated for any accrued but unused compensatory time as of the date of separation.

An unauthorized absence from work for a period of three (3) or more working days may be considered a resignation without proper notice.

Failure to comply with this notice procedure may be considered reason for denying an employee future employment with the city.

Termination

Employees terminated from employment have no right or expectation of payment of accrued vacation, sick/ESST, and/or holiday leave time.

Retirement

Employees who retire from employment must follow the Resignation policy above and may be eligible for retirement programs as provided by state or federal law.

Layoffs

The City Council has the authority to lay off any employee when such action becomes necessary as determined in the city's sole discretion. The city will attempt to provide a ten (10) working day notice prior to a layoff.

Severance Pay

An regular full-time or regular part-time employee resigning employment may be eligible for a cash payment for a portion of unused sick leave. For ~~the purpose of~~ this section, sick leave is the combination of an employee's sick leave bank and Earned Sick and Safe Time (ESST) bank. ~~Accrual for the year of payment shall be based on 3.6924 or 2.4616 hours per pay period, whichever is applicable to employee.~~ To receive a severance payout, the

following conditions shall be met:

- The employee must ~~be a regular full-time or regular part-time employee~~ earn sick leave per the Sick Leave policy below; and
- The employee must leave in good standing, not terminated by the city; and
- S/he must provide proper notice of resignation as stated above ~~(with city administrator discretion)~~; and
- S/he must execute a release of claims.

Payment shall be based on the consecutive years of leave-eligible service completed by the employee with the City of River and his/her accrued sick/ESST leave balance. Payment shall be at the rate of pay when the resignation is submitted.

For Employees hired before August 8, 2023, and completing two (2) years of consecutive service, the severance payment is calculated at fifty percent (50%) of the accumulated sick/ESST leave balance up to a maximum paid of four hundred eighty (480) hours.

Employees hired August 8, 2023, or later, and completing five (5) years of consecutive service, will receive a payout as outlined below:

- 5-9 consecutive years of service 40% of up to 960 hours
- 10 or more consecutive years of service 50% of up to 960 hours

An employee eligible for Severance Pay as noted above and eligible for PERA benefits will receive payout as outlined below.

- 15-19 consecutive years of service 60% of up to 960 hours
- 20-24 consecutive years of service 65% of up to 960 hours
- 25-29 consecutive years of service 70% of up to 960 hours
- 30-32 consecutive years of service 75% of up to 960 hours
- 33 or more consecutive years of service 80% of up to 960 hours

Accumulated leave ~~in excess of more than~~ nine hundred sixty (960) hours is not eligible for a severance payment. ~~Sick leave shall continue to accumulate in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.~~

Due to unforeseen circumstances and in his/her sole discretion, the city administrator may grant exceptions to provide partial payout prior to five (5) years of service.

Exit Interviews

Human Resources shall conduct a brief interview with each employee separating from city employment. The interview seeks to identify employee morale trends triggered by policy concerns, management/communication gaps, workload levels, and the general workplace environment.

Leave Benefits

The city and state law provides leaves of absence according to the following policies. A Request for Leave Request of Absence form must be completed for foreseeable leaves other than vacation. Forms are available on Access Elk River or from Human Resources. When possible, advance notice of a leave should be provided to the employee's department director so work schedules can be adjusted accordingly. Many types of leave below have notice requirements. It is the employee's responsibility to review these policies and follow the notice requirements. Notice is not considered given until a Leave Request has been submitted.

Depending upon an employee's situation, more than one form of leave may apply during the same period (e.g., the Family and Medical Leave Act is likely to apply during a workers' compensation absence). Not all types of leave are compensated. Employees taking FMLA leave are required to take vacation, sick, ESST, or compensatory time concurrently, unless they are also taking MN Paid Leave. An employee will need to meet the requirements of each form of leave separately and all eligible leaves will run concurrently, as allowed by law. Leave requests will be evaluated on a case-by-case basis.

Employees shall record worked hours or use only one type of paid leave for each scheduled work hour. Time off without pay is not allowed outside of the leave policies below.

Except as otherwise stated, all paid time off taken under any of the city's leave programs must be taken concurrently, or, when allowed by law, consecutively, with no intervening unpaid leave. The city will provide employees with time away from work as required by state or federal statutes if there are requirements for such time off that are not described in the personnel policies.

The city will not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting leave rights in accordance with these policies.

Vacation Leave

Paid vacation leave is provided for regular, full-time employees and on a prorated basis for eligible part-time employees. To be eligible, part-time employees must work a set schedule with a minimum of forty (40) hours per biweekly pay period. Most temporary, seasonal, and part-time employees are not eligible for vacation benefits.

Vacation leave is accrued based on consecutive years of leave-eligible service. To determine an employee's vacation accrual rate, years of service will include all continuous time the employee has worked at the city in a position that is eligible for paid leave (including authorized unpaid leave). Employees who are rehired after terminating city employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

Leave-eligible employees hired before December 31, 2020, may carry more than 240 hours of vacation leave during a year but may not carry more than 240 hours forward to

the next calendar year.

Employees hired after January 1, 2021, shall accrue 120 working hours per year at the start of eligible employment through the completion of their ninth (9th) year. Effective August 8, 2023, these employees may not carry more than 120 hours forward to the next calendar year but may carry more than 120 hours during a year.

Employees with fewer than eight (8) years of service as of January 1, 2021, who elected to reduce their annual carryover rate in return for the reduced annual accrual may carry more than their annual accrual amount of vacation leave during a year but, effective August 8, 2023, may not carry more than their annual accrual amount forward to the next calendar year. For the purpose of this policy, annual accrual amount is defined as the Accrual Rate hours listed below that reflect the Length of Service of the employee at the end of the calendar year.

Employees accrue vacation leave at the following rates with the exception of 2021 and later hires and eligible employees who have requested and acknowledged the new accrual and carry-over rate:

<u>Length of Service</u>	<u>Accrual Rate</u>
From start of eligible employment through completion of the 5 th year	88 working hours per year
Beginning of the 6 th year through completion of the 7 th year	112 working hours per year
Beginning of the 8 th year through completion of the 9 th year	120 working hours per year
Beginning of the 10 th year through completion of the 11 th year	128 working hours per year
Beginning of the 12 th year through completion of the 13 th year	136 working hours per year
Beginning of the 14 th year through completion of the 15 th year	144 working hours per year
Beginning of the 16 th year through completion of the 17 th year	152 working hours per year
Beginning of the 18 th year	160 working hours per year
Beginning of the 19 th year	168 working hours per year
Beginning of the 20 th year	176 working hours per year
Beginning of the 21 st year	184 working hours per year

Beginning of the 22 nd year through completion of the 24 th year	192 working hours per year
Beginning of the 25 th year and thereafter	200 working hours per year

Vacation leave requires supervisor approval. Employees may not use vacation leave during their Orientation Period unless authorized by the city administrator. Employees taking more than two (2) consecutive weeks of vacation or a combination of vacation and compensatory time must obtain prior approval from the city administrator. The city will make every effort to grant vacation time as requested but reserves the right to deny or approve vacation schedules.

40/40/40 Vacation Payout Option

Employees may request a one-time per year payout of forty (40) hours of accumulated vacation after taking at least forty (40) hours of vacation leave provided that after the reduction of the eighty (80) hours the employee retains a minimum vacation balance of forty (40) hours. The irrevocable election to take the 40/40/40 option must be made by the end of the calendar year prior to taking the vacation. The vacation payout will occur following a valid written request by the employee indicating the above criteria have been met or the second pay day in November of each year, whichever comes first.

Sick Leave

Employees hired before January 1, 2025, may have a bank of sick leave. Leave time is no longer being accrued into sick banks.

Sick leave is not a privilege or vested right that an employee may use at his/her discretion. Eligible employees may use sick leave only for the following:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental, or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the workplace could endanger the health of others.
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental, or other care provider appointment.
- To care for an ill family member for such reasonable periods as the employee's attendance may be necessary.

For the purpose of this section, family member is defined as the employee's stepchild, biological, adopted or foster child, spouse, parent, and stepparent. ~~Paid sick leave is provided for regular, full-time and on a prorated basis for eligible part-time employees. Regular, full-time employees accrue sick leave at a rate of eight (8) working hours for each calendar month reduced by Earned Sick and Safe Time (ESST) bank as defined below. To~~

be eligible, part-time employees must work a set schedule with a minimum of forty (40) hours per biweekly pay period. Most temporary, seasonal, and part-time employees are not eligible for sick leave.

Total leave banked as sick leave and ESST will be checked on the last pay day in October of each year.

- If Employee is at or over 960 accrued hours, they will begin accruing leave at the rate of eight (8) days per year on the first pay day in November.
- If Employee is under 960 accrued hours, they will remain accruing at the rate of twelve (12) days per year.

When balances are checked on the last pay day in October the following year, employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued hours paid into Employee's Post Employment Health Care Savings Plan and the remaining half will remain in the employee's sick leave bank. (i.e.: If you begin the year at the eight (8)-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.)

If the balance is below 960 when checked the following year, the employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for PEHCSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, the employee will move to or remain in the eight (8) day per year accrual plan.

There is no limit on the amount of accrued sick leave that can be accumulated and carried forward from one year to the next.

Employees must notify their immediate supervisor at least thirty (30) minutes before the start of their regular start time if s/he intends to be absent from work. If an emergency prevents the employee from notifying the immediate supervisor, s/he must contact the immediate supervisor as soon as possible during the workday. Employees are required to keep their immediate supervisor informed of their anticipated return to work. Employees are-is responsible to ensure sick time usage is recorded in the timekeeping system as soon as practicable but no later than the end of the pay period in which the time was taken.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to

provide a doctor's statement until such a statement is provided.

The city has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it is required by the city.

An employee attempting to use sick time for reasons other than those explicitly permitted in this policy will be subject to disciplinary action up to and including termination.

A doctor's note shall be required if an employee is absent more than ~~three~~ two (32) days or if abuse of sick leave is suspected. In some circumstances, an employee may be requested to submit to a medical examination by a physician or medical facility licensed to practice medicine. In such a circumstance, the city may select the physician and facility that will conduct the examination.

Earned Sick and Safe Time Leave

Earned Sick and Safe Time (ESST) is paid leave that can be used for certain reasons, including when an employee is sick, to care for a sick family member, when work or a child's school is closed, or to seek assistance if an employee or their family member has experienced domestic abuse, sexual assault, or stalking. This specific leave applies to all employees (including temporary and part-time employees) performing work for the city for at least 80 hours in a calendar year for the city. Paid On-Call Firefighters and elected officials or someone appointed to fill an elected office vacancy are not eligible.

Accrual of ESST

Beginning January 1, 20242025, Minnesota law requires all leave time provided to employees for personal illness or injury to be available for use as the implementation of Earned Sick and Safe Time (ESST). Regular, full-time and part-time employees no longer accrue time into sick banks and accrue ESST at a rate of eight (8) working hours for each calendar month, prorated for regular part-time employees. To be eligible as a regular part-time employee, part-time employees must work a set schedule with a minimum of forty (40) hours per biweekly pay period.

~~ESST is paid leave that can be used for certain reasons, including when an employee is sick, to care for a sick family member, when work or a child's school is closed, or to seek assistance if an employee or their family member has experienced domestic abuse, sexual assault, or stalking. This specific leave applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a year for the city.~~

For all non-regular employees, ESST is earned at the rate of one hour for every 30 hours worked, up to a maximum of 48 hours earned per calendar year with a maximum bank balance of 80 hours.

The hourly rate of ESST is the same hourly rate an employee earns from employment with the city.

~~Employees eligible for Sick Leave as defined in the section above will have a portion of that sick leave designated as ESST. Employees not eligible for Sick Leave as defined in the section above who work for the city at least 80 hours in a calendar year will accrue ESST at the rate of 1 hour for every 30 hours worked. ESST may begin accruing at the beginning of the calendar year employment although employees may not use ESST until they have worked 80 hours in that year. Unused ESST is not paid out at the end of employment except as provided under Severance Pay above.~~

~~After the employee has worked 80 hours in the calendar year, ESST may be used as it is accrued in the smallest increment of time tracked by the city's payroll system for which employees are paid. For employees recording work hours on a timesheet, ESST may be used in 15 minute increments. For employees punching in and out on a kiosk, ESST may be used for the time lost in your scheduled shift.~~

-An employee may use accrued ESST for the following reasons:

- an employee's:
 - mental or physical illness, injury, or other health condition;
 - need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; ~~or~~
 - need for preventive medical or health care; or
 - need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member;
- care of a family member:
 - with a mental or physical illness, injury, or other health condition;
 - who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
 - who needs preventive medical or health care;
- absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
 - seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - obtain services from a victim services organization;
 - obtain psychological or other counseling;
 - seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
 - seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- the employee's inability to work or telework because the employee is:
 - prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public

- emergency; or
 - seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this subdivision, a public emergency shall include a declared emergency as defined in MN Statute Section 12.03 or a declared local emergency under MN Statute Section 12.29.

ESST may be used for the following family members:

- an employee's:
 - child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
 - spouse or registered domestic partner;
 - sibling, stepsibling, or foster sibling;
 - biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
 - grandchild, foster grandchild, or ~~stepgrandchild~~ step grandchild;
 - grandparent or ~~stepgrandparent~~ step grandparent;
 - a child of a sibling of the employee (niece or nephew);
 - a sibling of the parents of the employee (aunt or uncle); or
 - a child-in-law or sibling-in-law;
- a spouse or registered domestic partner's family members as listed above;
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

Required Notices

If the need for the use of ESST is foreseeable, the employee must provide notice at least seven (7) days in advance of the use of the leave. Notice shall be provided by making the request through the employee's time management or HRIS system, or for extended leave, by completing a *Leave Request* form. Employees who punch in and out using a kiosk or timeclock shall provide written notice directly to their supervisor specifically identifying the use of ESST.

If the need is unforeseeable, the employee must provide notice as soon as practicable. If possible, employees must notify their immediate supervisor at least thirty (30) minutes

before the start of their regular start time if s/he intends to be absent from work. If an emergency prevents the employee from notifying the immediate supervisor, s/he must contact the immediate supervisor as soon as possible during the workday. Employees are required to keep their immediate supervisor informed of their anticipated return to work. Employees shall follow notice requirements for the use of sick time set forth in union contracts ~~s~~ if different from the requirements above. Employees ~~s are is~~ responsible to ensure ~~sick-ESST~~ time usage is recorded in the timekeeping system as soon as practicable but no later than the end of the pay period in which the time was taken.

~~Time off requests must include who the time is being used for, their relation to the employee, and the reason for the use.~~

When an employee uses ESST for more than ~~three~~ two consecutive work days, the employee shall provide appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.

In accordance with state law, the city will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent. Employees may volunteer to seek a replacement worker or trade shifts to cover their ESST absence.

Carry Over of ESST

Employees will carry over accrued but unused ESST into the following calendar year. Accrued but unused ESST shall never exceed 80 hours for non-regular employees.

Retaliation Prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST leave absence, or pursuing remedies. Further, use of ESST will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.

Benefits and Return to Work

During an employee's use of ESST, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued ESST is entitled to return to work at the same rate of pay received when their leave began, plus any automatic pay

adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued ESST that had not been used or paid out will be reinstated. An employee is entitled to use and accrue ESST at the commencement of reemployment.

Sick and ESST Bank Balances for Regular Employees

Total leave banked as sick leave and ESST will be checked on the last pay day in October of each year.

- If Employee is at or over 960 accrued hours, they will begin accruing leave at the rate of eight (8) days per year on the first pay day in November.
- If Employee is under 960 accrued hours, they will remain accruing at the rate of twelve (12) days per year.

When balances are checked on the last pay day in October the following year, employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued hours paid into Employee's Post Employment Health Care Savings Plan (PEHCSP) and the remaining half will remain in the employee's sick leave bank. (i.e.: If you begin the year at the eight (8)-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.)

If the balance is below 960 when checked the following year, the employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for PEHCSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, the employee will move to or remain in the eight (8) day per year accrual plan.

There is no limit on the amount of accrued sick/ESST leave that can be accumulated and carried forward from one year to the next.

Sick Leave Donation

With the written consent of the city administrator, employees who earn Sick Leave may donate leave to fellow employees experiencing a major illness such as, but not limited to, heart attack, stroke, organ transplant, or other illness all of which must be supported by a physician's diagnosis, a catastrophic accident with serious injuries supported by a physician's diagnosis, or to care for a spouse or dependent under the same circumstances.

An employee is eligible to receive donated leave:

1. If the employee currently earns sick leave.
2. After all their own sick, vacation, compensatory, or other leaves are exhausted.

- ~~3. Only for normal work hours lost due to the illness for which the leave is donated.~~
- ~~4. Only for time not covered by disability insurance or Workers' Compensation.~~
- ~~5. Up to a maximum of 240 hours.~~
- ~~6. If the physician's diagnosis indicates the employee will be able to return to work after rehabilitation or recovery.~~

~~If the employee is eligible for FMLA, donated leave is used concurrently with FMLA leave and must be used within twelve (12) weeks of the date of the illness or be forfeited. If the condition of the recipient improves and s/he is able to return to work either in a light duty capacity, if work is available, or to his/her normal work schedule, any donated leave time shall be forfeited and remain in the bank of the donor.~~

~~An employee may donate up to sixteen (16) hours per recipient per year made in increments of not less than eight (8) hours. Employees with a combined sick leave and ESST balance of more than 960 hours shall donate equal shares of sick or ESST and vacation. Employees with a combined sick leave and ESST balance of less than 960 hours may donate only sick or ESST leave. The employee must complete a *Leave Donation Form* to donate leave. All donations are anonymous.~~

~~Donated leave will be paid at the recipient's current rate of pay. All donated hours become sick leave to the recipient. Donated hours do not qualify to be included as part of sick leave for the severance pay calculation.~~

~~This policy applies on a prorated basis for part-time employees eligible for sick leave.~~

~~In the event of a mandatory or recommended quarantine because of a public health event, the city administrator may use his/her discretion to allow leave donation.~~

Holiday Leave

Regular, full-time employees are eligible to receive pay for the following holidays:

- | | |
|-------------------------------|-----------------------------|
| ▪ New Year's Day | ▪ Labor Day |
| ▪ Martin Luther King, Jr. Day | ▪ Veterans Day |
| ▪ Presidents Day | ▪ Thanksgiving Day |
| ▪ Memorial Day | ▪ Friday after Thanksgiving |
| ▪ Juneteenth | ▪ Christmas Eve |
| ▪ Independence Day | ▪ Christmas Day |

Regular, PPart-time employees will receive paid holidays on the same basis as regular, full-time employees, except that holiday pay will be pro-rated according to the number of hours worked. To be eligible, part-time employees must work a set schedule with a minimum of forty (40) hours per biweekly pay period.

Most temporary and seasonal employees are not eligible for holiday pay.

For employees working a Monday through Friday workweek, holidays occurring on Saturday are observed the preceding Friday and holidays occurring on Sunday are observed on the following Monday.

When a holiday falls during an employee's vacation or sick leave, the employee will not be charged with vacation or sick leave for the holiday hours; the hours will be considered holiday leave.

Although the city prefers that employees enjoy the observed holidays, emergencies may arise. If a non-exempt employee is required by his/her supervisor to work on an actual holiday, the hours worked (in addition to holiday pay) shall be paid as follows:

1. Regular non-exempt full-time and regular non-exempt part-time employees (excluding employees to which #2 below applies) scheduled for or called in to work on the actual holidays listed above shall receive one and one-half the employee's regular rate of pay in addition to the holiday pay.
2. Holiday benefit-earning liquor store and FT Center employees (excluding senior activity center employees) will be given a bank of holidays (8 hours for each recognized holiday) to use throughout the year. Holidays not used will be paid to the employee in on the first pay day in December of each year. Holidays to be used in December shall be requested and approved no later than the end of business on the Friday before the first pay day in December. Employees will not receive one and one-half the employee's regular rate of pay if working on a holiday.
3. Employees performing emergency or mission critical snow removal shall be paid double time for hours worked on a holiday. For the purpose of this section, the additional pay applies on the actual holiday if different from the day observed by the city.
4. Firefighters shall be paid double time for emergency response and scheduled Fire Watch hours worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.
5. If scheduled to work on the actual holiday listed above, non-holiday benefit eligible part-time, seasonal, or temporary employees shall be paid at 1.5 times their regular rate of pay. Community Event Center non-holiday benefit eligible part-time, seasonal, or temporary employees shall also be paid at 1.5 times their regular rate for working on Easter.

Minnesota Paid Leave

Overview

The city provides time off to eligible employees who qualify for Minnesota Paid Leave (MNPL) benefits under Minnesota law. The city of Elk River is a participant in the MetLife

Paid Leave program. MNPL benefits are funded through premium contributions payable to MetLife. The premium cost will be split between the city and employee as follows: The city of Elk River will pay 50% of the required premium and employees will pay 50% of the premium cost through payroll deductions starting January 1, 2026.

Eligibility

Eligibility determinations for MNPL benefits are made by MetLife. Generally, to be eligible for MNPL, you must:

- Work at least 50% of the time from a location in Minnesota, including employees who work from home or spend time in other states occasionally.
- Meet the financial eligibility requirements by having earned over a specific amount of wages as defined by Minnesota law at the time of your requested leave.

Benefit Amount

An employee's weekly MNPL benefits are calculated and determined by the Minnesota Department of Employment and Economic Development (DEED).

Leave Entitlement and Usage

MetLife may approve MNPL leave for the following conditions in a benefit year:

- Up to 12 weeks of medical leave (for yourself) to take care of yourself for a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of family leave to:
 - Bond with a child through birth, adoption, or foster placement
 - Care for a family member with a serious health condition
 - Support a military family member called to active duty
 - Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

You can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit is a rolling 12-month period measured backward from the first day you take Paid Leave. There is no waiting period for MNPL if you are granted the benefit.

MNPL Intermittent Leave

Employees may apply for intermittent leave in most cases, provided the leave is reasonable and appropriate to the needs of the individual requiring care.

A) Eligibility

In addition to the other eligibility requirements under the MN Paid Leave law, employees seeking intermittent leave must have at least eight hours of accumulated leave (unless more than 30 days have lapsed since taking the initial leave).

B) Notice

In situations where employees seek MNPL on an intermittent basis, employees must make a reasonable effort to provide written notice to the human resources manager of the need for intermittent leave *before* applying for MNPL benefits through MetLife. As part of the notice, employees must provide the city with the following: 1) proposed intermittent leave schedule; and 2) a completed certification from a health care provider identifying the leave as necessary and a reasonable estimate of the frequency and duration and treatment schedule for the leave.

C) Increments of Leave & Maximum Number of Hours

Employees may take intermittent leave in increments of one hour. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous MNPL provided the continuous leave does not exceed the maximum amount of MNPL allowed by law.

Definitions

- **Family member** includes:
 - Spouse or partner
 - Child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related)
 - Parent or person who raised you
 - Sibling
 - Grandchild or grandparent
 - In-laws (including son, daughter, father, or mother)
 - Anyone close to you who depends on you like family, even if not related by blood
- **A serious health condition** means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

Notice

Prior to starting a claim with MetLife, employees need to notify their supervisor of their intent to take leave and complete a *Leave Request*, which can be found on *Access Elk River*. If the need for leave is foreseeable, employees must provide at least 30 days' notice prior to taking leave. The employee must notify the supervisor and human resources as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown.

If the leave is not foreseeable you will still be able to take leave under MNPL and we ask that you provide as much notice as possible.

How to Apply for Minnesota Paid Leave

After the above Notice requirement has been met, you may apply for MNPL through our third-party administrator MetLife. (Notifying your employer first is a requirement of MNPL law.) Instructions on filing a claim can be found on Access Elk River or on your Benefits & HR Info page in UKG.

Interaction with Other Laws and Benefits

MNPL will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state, or federal law, or city policy which may include: Family and Medical Leave Act (FMLA), Minnesota Women's Economic Security Act (WESA) pregnancy and parenting leave, and Workers' Compensation.

The city offers short-term disability (STD) and long-term disability (LTD) that may run concurrently and require their own filing requirement pursuant to the terms of the STD and LTD policies. Please see the applicable plan policy for more information. STD and LTD payments may be reduced, pursuant to the terms of their policy, as a result of receiving MNPL.

Supplementing MNPL Benefits with Accrued Paid Leave

If you are receiving MNPL benefits, the city allows you to supplement, or "top off," your MNPL benefits with any accrued but unused paid leave. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact the human resources department.

Maintaining Health Coverage During Leave

Unless the employee revokes coverage while on MNPL, the city will continue to provide group health insurance coverage for an employee on MNPL under the same conditions as the coverage was provided before the employee took leave. You must continue to make timely payments of your share of the premiums for such coverage. If you are not using paid time off to cover part or all the leave, you will be responsible for remitting your portion of health premiums to the city to ensure continuation of benefits.

Group health insurance may be cancelled if an employee's premium payment is 30 days late. Before terminating coverage, the city will provide written notice to the employee at least 15 days before the coverage is terminated listing the final date payment is due (30 days past the due date) to avoid cancellation and the date coverage will end if payment is not received.

An employee's share of premium payments for their group health insurance coverage may be:

1. prepaid at or before the start of the leave. There are limitations to this when the leave occurs in two calendar years.
2. paid monthly to the city by check.

Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period.

Reinstatement

Upon return from covered MNPL, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

Retaliation

The city will not interfere or retaliate against employees who request or takes leave in accordance with the MN Paid Leave law.

Family and Medical Leave (FMLA)

The city shall determine whether leave is FMLA-qualified. An employee cannot choose to opt out of FMLA leave given a qualifying event.

Employees meeting the following conditions qualify for FMLA leave:

- Have worked for the city for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the city will not consider any service 7 years prior to the employee's most recent hire date.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave-as-leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under the Family and Medical Leave Act (FMLA).

Leave will be granted to all eligible employees for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child, or parent who has a serious health condition.
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position.

- A covered military member's active duty or call to duty, or to care for a covered military member (Military Caregiver and Qualified Exigency Leave, described below).

Definitions

Caring – Psychological as well as physical care. It also includes acquiring care and sharing care duties for a covered family member.

Eligible child – biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or who is 18 years of age or older and incapable of self-care because of a mental or physical disability. A person under 18 years of age or a person incapable of self-care because of a physical or mental disability who is a biological, adopted, foster, or stepchild, a ward of the employee, or a person with whom the employee is charged with a parent's rights, duties, and responsibilities.

Spouse – Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. Does not include domestic partners or common-law spouses.

Eligible parent – Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include "parents-in-law." A biological parent or a person who was charged with parental rights, duties, and responsibilities over the employee when the employee was under the age of 18; does not include in-laws.

Serious Health Condition – As defined under the FMLA means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.
- Period of incapacity due to pregnancy, prenatal medical care, or childbirth.
- Period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider (Absence plus treatment).
- Incapacity from a chronic condition which requires periodic visits for treatment by a health care provider continues over an extended period and may cause episodic rather than a continuing period of incapacity.
- Permanent/long-term conditions requiring supervision.
- Period of absence to receive multiple treatments (including any recovery period therefrom) by a health care or service provider under orders of, or on referral by, a health care provider.

Length and Amount of Leave

The length of FMLA leave shall not exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated on a rolling year basis measured backwards from the time the employee uses leave.

The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

How Leave May be Taken

FMLA leave may be taken in consecutive weeks, intermittently (a day periodically as needed), or may be used to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary.

If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment to not disrupt the city's business.

In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the city may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the city's approval.

Notice

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the employee's supervisor and human resources.

When the need for the leave is foreseeable, the employee must give verbal and written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin.

If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures.

If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

Certification and Documentation Requirements

For leave due to an employee's serious health condition or a family member's, the city will require the completion of a *Medical Certification Form* by the attending physician or practitioner. The form must be submitted to Human Resources within fifteen (15) calendar days after requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide

medical certification may result in a denial or delay of the leave.

The city may require an employee obtain a second opinion from a provider which the city selects. If necessary, to resolve a conflict between the original certification and the second opinion, the city may require the opinion of a third doctor. This third opinion will be considered final. An employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

When leave is due to an employee's own serious health condition, a Ffitness Ffor Dduty Ccertification (FFD) may be required before an employee can return to work. Failure to timely provide such certification in a timely manner may eliminate or delay an employee's right to reinstatement under the FMLA.

If an employee is using intermittent leave, and reasonable safety concerns exist regarding the employee's ability to perform his or her duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave.

Recertification

Recertification may be required if the employee requests an extension of the original approved leave or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Annual Medical Certification and Recertification

Where the employee's need for leave due to the employee's own serious health condition lasts beyond a single leave year, the city will require employees to provide a new medical certification in each subsequent leave year. Such new medical certifications are subject to the provisions for authentication and clarification and second and third opinion.

Reinstatement

Employees returning from FMLA will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

An employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if an employee's position would have been eliminated or an employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Notice of Intent to Return from FMLA Leave

The city requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Effect on Benefits

An employee granted leave under this policy will continue to be covered under the city's group health and dental insurance plan under the same conditions and at the same level of city contribution as would have been provided had they been continuously employed

during the leave period.

~~Minnesota Parenting Leave and all forms of paid time off (sick leave, disability leave, workers' comp leave, vacation, compensatory time off, etc.) run concurrently with FMLA.~~ If there are changes in the city's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the city. Group health benefits may be cancelled if an employee's premium payment is 30 days late.

Failure to Return to Work after FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the city may require the employee to repay the portion of the monthly cost paid by the city for group health plan benefits. The city may also require the employee to repay any amounts the city paid on the employee's behalf to maintain benefits other than group health plan benefits.

If an employee does not return to work following 12 weeks of FMLA leave, the employee may be subject to COBRA continuation.

If the employee fails to pay the city a portion of the premiums for which s/he is responsible during the FMLA leave and the employee fails to return to work, coverage may end. Loss of coverage for failure to pay premiums is not a qualifying event for purposes of continuation coverage under COBRA.

If the employee does not return from the FMLA leave and coverage ended sometime during the FMLA leave due to lack of payment, there is no COBRA election available. For COBRA to apply, the employee must have been covered on the day before the qualifying event. In this situation, the qualifying event would occur at the time the employee did not return from the leave.

Activities Prohibited During FMLA

While on leave, employees may not engage in activities (including employment) with the same or similar requirements and essential functions of an employee's current position.

Employees shall not engage in activities that conflict with the best interests of the city. Such conduct will result in disciplinary action up to and including termination.

Use of Accrued Paid Leave or Compensatory Time during FMLA

FMLA will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state, or federal law which may include: Worker's Compensation, Minnesota Paid Leave (MNPL) and/or Minnesota Women's Economic Security Act (WESA) pregnancy and parenting leave.

~~FMLA will also run Paid leave runs~~ concurrently with ~~FMLA leave~~any leave within this Personnel Policy Manual. The use of sick leave shall be for reasons allowed according to the Sick Leave Policy. Prior to taking unpaid FMLA leave, employees must use all but 40 hours of accrued sick/ESST leave (unless use is not applicable to policy), all but 40 hours of accrued vacation leave, and all compensatory time unless their medical condition/injury is covered by Worker's Compensation or MN Paid Leave.

Additional Leave

Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension up to the maximum of twelve (12) weeks allowed under FMLA. If the twelve (12) FMLA weeks have already been used, the employee can request General Leave. If approved, before General Leave begins the employee must use any accrued sick/ESST leave, compensatory time, or vacation leave that remains. If the leave is approved the employee will be required to pay the full cost of all group insurance, as provided under COBRA, ~~in order~~ to continue coverage.

If the General Leave is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the city administrator's approval.

FMLA – Qualified Exigency and Military Caregiver Leave

Qualified Exigency

Eligible employees (described above) whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following:

1. Short-notice deployment
2. Military events and activities
3. Childcare and school activities
4. Financial and legal arrangements
5. Counseling
6. Rest and recuperation
7. Post-deployment activities
8. Parental care
9. Additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave

An employee eligible for FMLA leave (described above) who is the spouse, son, daughter, ~~or~~ parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.

The family member must be a current member of the Armed Forces (including a member

of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, or otherwise is on outpatient status or on the temporary disability retired list.

Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

Definitions

Son/Daughter of a covered servicemember -- The biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in *loco parentis*, and who is of any age.

Parent of a covered servicemember -- The biological, adoptive, step, or foster father or mother, or any other individual who stood in *loco parentis* to the covered servicemember. This term does not include parents "in law."

Next of kin of a covered servicemember -- Is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(j).

Covered active duty, Regular Component of the Armed Forces -- Duty during deployment of the member with the Armed Forces to a foreign country.

Covered active duty, Reserve Components of the Armed Forces -- Duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10, United States Code.

Covered servicemember -- A member of the Armed Forces (including National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of

5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Serious injury or illness -- A member of the Armed Forces (including National Guard or Reserves), with an injury or illness incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

A veteran who was a member of the Armed Forces (including National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Amount of Leave – Qualified Exigency

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

Amount of Leave – Military Caregiver

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a single, 12-month period. The single, 12-month period begins the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all of 26 workweeks of leave entitlement to care for a covered servicemember during the single, 12-month period, the remainder of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

Certification of Qualifying Exigency for Military Family Leave

The city will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The city will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification

may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

All other provisions of the FMLA policy, including Use of Paid Leave, Employee status and benefits during leave, the Procedure for Requesting Leave, Benefits during Leave, and Reinstatement, are outlined above in the FMLA policy.

Parental Leave Policy

Federal and state law mandates a number of paid and unpaid types of leave to protect employment and to benefit certain activities. The city provides certain leaves to assist employees with life's challenges enabling employees to be productive at work.

For this purpose, the city has implemented a paid Parental Leave Policy. Paid parental leave is intended to provide workplace support for parents of newborn or adopted children as they adjust to new life changes and to assist with the preservation of accrued sick leave.

Eligibility

Employees must be sick leave benefit-earning to be eligible for Parental Leave after one (1) year of continuous leave benefit-earning city employment.

Leave may be granted following the birth of a biological child or legal adoption placement of a child. Foster child placement, surrogate mothers, and sperm or egg donors are excluded from coverage.

Employees shall notify Human Resources and their supervisor of the desire to take Parental Leave as soon as possible but no later than thirty (30) days before anticipated birth or placement to ensure work/shift coverage. A Request for Leave of Absence form shall be submitted at least thirty (30) days before anticipated leave.

Leave is discretionary subject to city service needs.

Use

Eligible parents are permitted five (5) working days (up to 40 hours) of paid leave following the birth or adoption placement of a child. Available hours are prorated for part-time employees. Hours are paid at the employee's regular base wage for regularly scheduled work hours only and do not include overtime, supplemental pay, and/or other additional pay.

Leave must be taken within the first six months of birth or adoption placement. In no case shall Parental Leave combined with other types of leave extend beyond 12 weeks.

Leave may be taken intermittently and may run consecutively with other leave (sick, vacation, or compensatory time). Parental leave shall run concurrently with FMLA, MN Parental Leave, and/or Short Term Disability.

Employer benefit contributions and leave accruals (both according to policy) continue during paid parental leave.

MN Pregnancy and Parenting Leave

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota Minnesota Women's Economic Security Act (WESA). Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child are eligible for up to twelve (12) weeks of unpaid leave. Any paid or unpaid leave taken for prenatal care medical appointments will not count toward the 12-week leave.

Leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within twelve (12) months after the child leaves the hospital. Employees should provide as much notice as possible. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to may use accrued leave (sick/ESST leave, vacation leave, compensatory time) during Pregnancy and Parenting Leave. If the employee has remaining FMLA eligibility at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. If the employee is taking MN Paid Leave, MN Pregnancy and Parenting Leave will run concurrently as well.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

~~An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.~~

Adoptive Parents

Adoptive parents have the same leave opportunity as biological parents (see MN Pregnancy and Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Leave must begin before or at the time of the child's placement in the adoptive home.

Reasonable Work Time for Nursing Mothers

Nursing mothers and lactating employees are provided reasonable break time to express milk ~~for her infant child~~. The paid break times can run concurrently with any break time already provided. The city will provide a private and secure room (other than a restroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and that includes ~~with~~ access to an electrical outlet.

Reasonable Accommodations for Health Conditions Relating to Pregnancy

The city will attempt to provide female employees who request reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula.

- More frequent or longer restroom, food, and water breaks
- Seating
- Limits on lifting over 20 pounds

The city will provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

~~The city will engage in an interactive process with respect to an employee's request for a reasonable accommodation, including, but not limited to, temporary transfer to a less strenuous or hazardous position, should one be available, unless such accommodation imposes an undue hardship on the city.~~

School Conference Leave Policy

Employees may take up to sixteen (16 hours) unpaid leave during any 12-month period to attend school conferences or classroom activities related to the employee's child (through secondary school), provided the conferences or classroom activities cannot be scheduled during non-work hours. If an employee's child receives childcare services or attends a pre-kindergarten regular or special education program, the employee may use the leave time to attend a conference, or activity related to the employee's child, or to observe and monitor the services and program, provided the conference, activity, or observation cannot be scheduled during non-work hours.

When the need for leave under this section is foreseeable, the employee must provide reasonable prior notice of the leave to his or her immediate supervisor and make a reasonable effort to schedule the leave so as not to unduly disrupt city business.

Employees may choose to use vacation leave for this absence but are not required to do so.

Bone Marrow/Organ Donation Leave

Employees who work an average of twenty (20) or more hours per week who seek to undergo a medical procedure to donate bone marrow or an organ or partial organ may take up to forty (40) hours of paid leave. The forty (40) hours is over and above the amount of accrued time the employee has earned. The city may require verification by a physician of the purpose and length of each leave requested by the employee. If a medical determination indicates the employee does not qualify as a donor, the paid leave

is not forfeited.

~~Effective July 1, 2023, an employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.~~

Military Leave

State and federal laws provide protections and benefits to city employees who are called to military service, whether for training or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year. City compensation is in addition to the military pay for these 15 days, as per MN Attorney General's Opinion.

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the city at least ten working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the city.

If an employee has not yet used his/her fifteen days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

~~With few exceptions, e~~Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen days will follow the same procedures as for any employee on an unpaid leave of absence.

Employees will be granted up to ten working days of unpaid leave whose immediate family member (defined as a person's parent, child, grandparents, siblings or spouse) is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Unless the leave would unduly disrupt the operations of the city, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

The city will grant employees an unpaid leave of absence for time spent serving as a member of the Civil Air Patrol upon request and authority of the state or any of its political subdivisions, unless the absence would unduly disrupt the operations of the city. Employees may choose to use vacation leave in place of unpaid leave.

Civil Air Patrol

The city will grant employees an unpaid leave of absence for time spent serving as a member of the Civil Air Patrol upon request and authority of the State or any of its political subdivisions, unless the absence would unduly disrupt the operations of the city. Employees may choose to use vacation leave while on Civil Air Patrol Leave but are not required to do so.

Jury Duty Leave and Court Appearances

Employees are allowed a leave of absence pursuant to state statutes without restriction or sanction when called for jury duty.

- An employee performing jury duty or testifying in court for city-related business will receive the difference between his/her regular rate of pay and the amount received as juror or witness up to the maximum allowed by state or federal law. Upon receipt of payment from the court, documentation of payment shall be provided to Human Resources.
- The employee must notify his/her supervisor and initiate a leave of absence within forty-eight (48) hours of receiving call for jury duty.
- An employee excused or released from jury duty during regular work hours must report to his/her supervisor immediately thereafter.
- Time spent on jury duty will not count as time worked in computing overtime.
- In order to receive regular wages for the period, employees shall report compensation received for jury duty to Human Resources.
- Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty but can take a leave without pay subject to department head approval.

Victim or Witness Leave

Employees subpoenaed or requested by a prosecutor to testify in court related to sexual assault, domestic abuse, or stalking, who is the victim or is the spouse or immediate family member of such victim, shall be allowed the use of earned sick and safe time for reasonable time off from work to attend criminal proceedings related to the victim's case. See the *Earned Sick and Safe Time policy* for additional information.

Bereavement Leave

Regular full-time and regular part-time employees working a minimum of 1,040 hours per year are permitted a paid leave from scheduled work to make funeral arrangements, for funeral attendance, to care for survivors, gather with relatives, and/or to otherwise grieve a familial death. Bereavement leave is prorated for eligible regular, part-time employees according to the number of hours worked. Leave is limited to the following:

- Up to five (5) days: Husband, wife, mother, father, son, daughter, brother, sister, stepmother, stepfather, stepson, stepdaughter, stepbrother, and stepsister.
- Up to three (3) days: Son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, or grandchild.
- One (1) day: Aunt, uncle, cousin, niece, nephew, sister-in-law, brother-in-law, Godchild, grandparent-in-law.
- With city administrator approval, leave may be granted in certain unique family arrangements.

Leave days shall be concurrent unless approved by the city administrator and supervisor.

Additional time off for bereavement may be granted and charged to vacation leave or compensatory time, if available. Employees covered by a collective bargaining agreement shall receive bereavement benefits as stated in the collective bargaining agreement.

General Leave

The city recognizes that unique personal circumstances may cause an employee to seek time off without pay. The city may, at its sole discretion, grant unpaid personal leaves of absence (General Leave). Approval is required from the immediate supervisor, department director, and the city administrator. General Leave shall not exceed ninety (90) days, unless approved by the city administrator.

Vacation and ~~sick-ESST~~ leave do not accrue during ~~a~~ General Leave and the employee is not eligible for holiday pay or other types of leave. The city will not contribute to the cost of insurance premiums for an employee on General Leave.

Employees are expected to return from General Leave when the reason for the leave expires. Employees who take a General Leave have no right to reinstatement.

Voting, Election Judge, and Delegates to Party Conventions Leave

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the city at least twenty (20) days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference

between their pay as an election judge and their regular rate of pay for their normal workday.

The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues. ~~Effective July 1, 2023, e~~Employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.

An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention.

Per the statutory requirement, the employee must give at least ten days' written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation ~~leave or compensatory time/ PTO leave~~ during their absence.

Administrative Leave

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the city administrator.

Athletic Leave of Absence

An employee who qualifies as a member of the United States national team for athletic competition on the world championship, Pan American, or Olympic team in a sport sanctioned by the International Olympic Committee, shall be granted a leave of absence without loss of pay or other benefits for the purpose of preparing for and engaging in the competition. In no event shall the paid leave exceed the period of official training camp and competition combined, or 90 calendar days a year, whichever is less. The employee shall provide documentation establishing their participation on said team and in said event.

General Benefits

Following is an overview of benefits available to eligible employees. The descriptions provided are not intended to be comprehensive and all questions regarding eligibility and benefit levels should be directed to Human Resources. The plan documents govern any inconsistencies between plan documents and the information provided in this section. Benefits and eligibility requirements are subject to change, and such changes may not be reflected in this description.

The city reserves the right, in its sole discretion, to change, modify or eliminate benefits at any time, except to the extent prohibited by law.

Insurance

Various insurance policies, including group medical insurance, may be available for eligible city employees and their dependents. Information about the benefits an employee is eligible for ~~are~~is provided to them during their orientation. Questions about benefits should be directed to Human Resources.

The eligibility requirements and benefits provided are specified in materials provided by the respective insurance carriers. Carriers may have different requirements concerning eligibility and they will govern eligibility.

Under some circumstances, eligible employees and their dependents may have the option of continuing coverage under certain city employee insurance plans for a limited time at the employee's own expense when coverage would otherwise end. This continuation right is provided in accordance with the Consolidated Omnibus Budget Reconstruction Act of 1985 (COBRA) and applicable state law.

Retirement/PERA

The city participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a *successful and secure retirement*. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The city and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the city matches the employee's Social Security and Medicare withholding for many employees). For information about PERA eligibility and contribution requirements, contact Human Resources.

Post Employment Health Care Savings Plan

Upon retirement, Department Directors and City Administrator shall contribute 100% of their Severance Pay, as paid according to policy, to their Post Employment Health Care Savings Plan (HCSP) unless the Employee has opted out of the program which is approved due to a qualified exemption rule; this provision is irrevocable as set forth by law. Should an Employee choose this opt-out provision, it will be paid to the Employee as severance.

Upon the death of an Employee, contributions can no longer be made to the HCSP. Any payments owed but not yet paid into the HCSP will be paid out as regular income in accordance with state and federal law.

Employee Development / Tuition Reimbursement

The city encourages and recommends lifelong learning and offers reimbursement to regular, full-time employees for up to 75% of the tuition paid by the employee, excluding scholarships and grants up to a maximum reimbursement of \$3,000 per year (based on the budget year the expense is applied) for accredited college or other instruction directly related to the employee's position with the city. To be eligible for reimbursement the following requirements must be met:

1. Prior to registration, a completed *Tuition Reimbursement Request Form* must be signed and on file with Human Resources; and
2. The instruction must be to obtain a degree, certification, or license and apply directly to the employee's position or be required to complete an associate, bachelor's, master's, or doctorate degree in the field in which the employee works; and
3. The employee must successfully complete the instruction. If letter grades are assigned, the minimum grade required for reimbursement is a C; and
4. The reimbursement must be submitted within 60 days of instruction completion.

Books, activity fees, technology fees, and other non-tuition charges do not qualify for reimbursement.

All instruction must be taken on employee time and time spent on instruction is not considered hours worked. If any portion of the employee's class/development activity is conducted during regular work hours, the employee must take vacation or compensatory leave, an unpaid leave of absence, if approved, or arrange for flexible scheduling, if approved by the department director.

Courses taken to maintain licensure, affiliation, certification, or credentialing as well as work-related seminars and training are paid for with City Council approved budgeted training funds.

Employee Wellness

In an effort to promote wellness, the city maintains and encourages the use of a fitness room with exercise equipment. The policy attached as Exhibit A must be read, signed, and returned to Human Resources before using the fitness room.

Throughout the year, events are provided by the city's Whole Health Rewards Program Committee to promote overall health and wellness. Participation is encouraged.

General Policies

Smoking, Vaping, and Tobacco Policy

The city complies with the Minnesota Clean Indoor Air Act. All city buildings and vehicles, in their entirety, shall be designated as smoke free, meaning that smoking in any form (through the use of products such as pipes, cigars, and cigarettes), or “vaping” with e-cigarettes is prohibited while in a city facility or vehicle.

Smoking and vaping of any kind is prohibited while on duty except for employees 21 and over only during their breaks and lunch, and only in areas designated for that purpose. Employees who use chew/spit tobacco shall not do so in the presence of the public and with respect to fellow employees and shall not cause damage to or soil city vehicles, equipment, or facilities.

Employees violating this policy may be subject to disciplinary action up to and including termination.

Appearance and Dress

Employee appearance is a direct reflection on the professionalism of city services. Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. To respect the rights of employees with fragrance sensitivities, fragrances should be minimal or not worn.

Clothing must always be clean, neat, and in good repair. Good hygiene is always expected. The City Dress and Appearance Policy is available on *Access Elk River*. Violation of this Policy may result in discipline up to and including termination.

Electronic Communication Devices

The city provides telephonic equipment (land line and cellular), computer equipment and software, and services used to communicate and supply email, voicemail, and internet data access. The equipment and services are the property of the city and are intended to be used for official city business. Employees who intentionally misuse Electronic Communication Devices may be subject to discipline up to and including termination. Please reference specific city policies regarding issue eligibility and use of electronic communication devices such as 800 MHz radios, cell phones, smartphones, and iPads/tablets.

Telephone Use

It is critical that employees be courteous, tactful, professional, and efficient on the telephone. Employees are expected to answer and return calls promptly.

Personal calls must not interfere with city work, should be brief and made only when necessary. Preferably, personal calls should be made during scheduled rest break or lunch periods.

The Mobile Phone Policy can be found on *Access Elk River*.

iPad/Tablet Device Use Policy

The City Council has authorized the purchase and assignment of iPads and tablet devices to enhance workflow, reduce paperwork, increase efficiency, and enhance internal and external communication. The full city policy which includes purpose, use, care, and user responsibilities can be found on *Access Elk River*.

Email and Voicemail Use

Emails and voicemails are subject to the Minnesota Records Management and the Government Data Practices Acts and could be classified as public information.

While occasional use of these services for personal, non-business use is acceptable, employees must demonstrate a sense of responsibility and may not abuse email or voicemail privileges.

Communication sent via email or voicemail must be respectful in tone and professional. The transmission, retrieval, or storage of discriminatory, harassing, derogatory, obscene, defamatory, or threatening messages are forbidden. Email shall not be used for chain letters or for any purpose which is illegal, against city policy, or contrary to the city's interests.

There is no expectation of privacy regarding city email or voicemail. The city has the capability to retrieve mail messages even after deletion. Furthermore, the use of passwords on the email and voicemail system does not mean that messages stored on those systems are confidential or may not be retrieved or reviewed by others. The city reserves the right to review employee email files, messages, and usage at any time and without notice and/or permission.

Employees must respect other's electronic communications and may not obtain unauthorized access to another's email or voicemail messages, except pursuant to direction from the city administrator for the purposes specified above.

Internet Access and Use

Acceptable uses of internet access services include information for business-related purposes, professional education, and professional development.

Employees must respect all copyrights and intellectual property rights of materials, and may not copy, retrieve, modify, or forward copyrighted, patented, or trademarked materials except as permitted by the owner or as a single copy for reference use only.

Internet access and use is not confidential. The city has the right to monitor individual internet usage and to review individual internet usage logs.

Bandwidth Conservation

The city provides for access to the internet for several key government functions, such as police access to records and public access to public records. To ensure sufficient bandwidth to access applications, the city implements bandwidth conservation measures, which include blocking websites with no instructional or administrative value. Use of internet radio stations for casual listening and/or background music is strictly prohibited. Employees shall not download music files.

Password Policy

Passwords protect access to vital city technology resources utilized for daily business. The City Password Policy can be found on *Access Elk River*. The policy outlines the purpose, rules for password use and the composition.

Travel Expenses

An employee will be reimbursed for actual and necessary expenses incurred when traveling on official city business only upon approval of such expenses by the City Council in accordance with the city Travel Policy. To receive reimbursement, promptly complete the appropriate claim form and submit [it](#) to the appropriate department director for consideration and approval.

The Travel Policy can be found in the city's Financial Management Policy on *Access Elk River*.

Keys and Security

Employees are responsible for securing their work area at the end of each day. Properly secure all confidential files and sensitive information. All keys [or electronic access devices](#) in your possession that are for city facilities and/or equipment must be returned to your supervisor upon separation from employment.

Personal Use and Disposal of City Property

City property and equipment shall only be used in the performance of official city business. City-owned equipment and facilities are not available for personal use by employees. Personal use of city vehicles, machinery, tools, and other equipment is strictly prohibited.

As city property becomes obsolete, damaged, or is no longer needed, it shall be disposed of through salvage, trade, public auction, bid, or other means.

Disposal by sale or auction requires a public notice be advertised in the official newspaper and a posting at City Hall and other locations as deemed appropriate. The appropriate department director will determine the minimum price for each item to be sold.

City property shall not be given away to anyone, including employees.

An employee may purchase no more than one motor vehicle from the city or another political subdivision in any 12-month period.

Employees involved in the auction or process pertaining to the administration and collection of sealed bids are prohibited from purchasing city property.

Unauthorized removal of city property or its conversion to personal use may result in discipline up to and including termination.

Use of City Vehicles

City-owned vehicles may be used only by employees for official city business. Employees who drive or may be required to drive city vehicles and equipment must maintain a safe driving record and observe all traffic laws. Seat belts must be properly used at all times. The use of electronic communications devices (cell phones, smart watches) is prohibited unless you are having an emergency or in an emergency vehicle performing official duties. Drivers must carry a current, valid driver's license that is adequate for the type of vehicle driven. Operating a city vehicle without a valid driver's license will result in disciplinary action up to and including termination. All employees must abide by the city's Fleet Safety Program including drug and alcohol testing for all employees who are involved in an accident while driving a city vehicle.

Passengers may be carried only when necessary to conduct city business and/or when their transportation via city vehicle is in the best interests of the city. City vehicles may not be used to travel from work to an employee's residence for rest or lunch breaks without prior supervisor approval. Employees conducting official business out of town (conventions, meetings, etc.) may carry family members as passengers if such accompaniment does not interfere with the best interests of the city and upon approval by the department director.

Resident Complaints

Resident complaints provide an opportunity for feedback and identifying problem areas. How well complaints are handled determines the level of confidence and respect the public holds for their municipal government.

When handling a complaint, be polite and never argue with the complainant even if s/he is angry, unreasonable, or insulting toward you and the city. Stay calm, cool, and collected.

When a complaint is received, complete the following steps:

- Receive and record information pertinent to the complaint.
- Determine which employee is responsible to investigate and take corrective action and forward the complaint accordingly.
- Follow-up to ensure action has been taken to correct the problem.

Emergency Closing

City facilities and functions will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule, or make other reasonable schedule adjustments.

Sworn police officers, wastewater treatment operators, and public works maintenance employees will generally be required to report to work regardless of conditions.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective department director after consultation with the city administrator.

Employee Participation in the City Fire Department

Employees are allowed and encouraged to participate as a part-time paid on call firefighter in the Elk River Fire Department. The following pay provisions, in accordance with state and federal laws, apply to employees who also work outside of their regular department as part-time paid firefighters:

Fire Calls During Working Hours

An employee will be allowed to respond to fire calls as approved and determined by his/her department director, based on the work assignments and responsibilities of the employee.

Employees responding to fire calls during regular work hours will be compensated at the same rate as his/her regular city position with no additional firefighter paid compensation. An employee who completes (flexes) regular work hours interrupted for a fire call during the same day will also receive firefighter pay for the fire call.

Employees responding while on vacation or compensatory time off will also receive firefighter pay for the fire call.

Fire Calls During Non-Work Hours

Employees will receive their normal firefighter pay for fire calls and training that do not occur during the regular work hours of their regular position.

Application of Fair Labor Standards Act (FLSA)

Employees will be paid overtime in accordance with the FLSA. Actual time worked will be used for determining overtime payment, with no consideration to the one-hour minimum call out pay provision for firefighter pay nor to paid leave time in the employee's full-time position. For example, a false alarm that requires 15 minutes of work will be counted as 15 minutes for FLSA purposes even though the minimum call out of one hour of pay would apply for firefighter pay purposes.

By advance mutual agreement, overtime earned for performance of fire department activities shall be paid at one and one-half times the employee's firefighter pay rate.

Employee Participation in Fire Departments Outside of Elk River

Employees who serve as firefighters outside of the City of Elk River must notify their immediate City of Elk River supervisor as soon as possible when they are tardy/delayed for their normal scheduled work shift due to an emergency call. If advance notice is not possible (e.g., emergency calls received while en route to work), the employee should contact their supervisor as soon as reasonably possible.

The employee must provide written documentation (run report, log, etc.) from their department confirming participation in the emergency call or scene (fire, rescue, or medical) as soon as it is available or before the submittal of their timecard whichever comes first.

At the discretion of the supervisor, the employee may be provided the opportunity to make up the time missed within the same workday. If this cannot be accommodated, the employee must use accrued vacation or compensatory time for the missed hours. Supervisors are responsible for ensuring that all time adjustments are accurately recorded. Employees will not receive additional pay from the City of Elk River for time spent responding to said emergencies.

All non-exempt, non-Elk River volunteer firefighters must turn their pagers off during their regular scheduled shift while working for the City of Elk River so as not to cause a distraction for themselves and others in the workplace.

This guideline may be modified by the City of Elk River at any point in time.

Employee Participation in the Police Reserves

City employees who are also member of the Elk River Police Reserves and are paid for their work as a Reserve Officer shall be paid overtime at the Reserve rate when Reserve work contributes to the FLSA requirement for overtime compensation.

Regular position hours worked as overtime shall be paid at the regular overtime rate.

Political Activity

Employees may belong to a political party and are entitled to complete freedom from all interference in casting votes. Employees may seek election or appointment to public office, except to the extent prohibited by the provisions of state or federal law.

Political activity must not interfere with an employee's job duties or performance. Political activity during work hours is prohibited.

Candidacy

Employees who become candidates for elective office may request a leave of absence for the purpose of pursuing their candidacy, which may be granted at the city's sole discretion.

To the extent that any employee, including one campaigning for office, is unable to perform his or her duties, s/he may be subject to disciplinary action, up to and including termination.

Labor Relations

Communication

The city encourages open communication throughout the organization to share information and ideas, to raise concerns, and to provide suggestions for improvement. To foster communication and improve responsiveness, the city employs an administration/management structure (chain of command) with a defined span of control intended to enhance communication and accessibility to supervisors, managers, and department directors.

Employees shall first direct all communication to their immediate supervisor. Supervisors shall respond to all inquiries, concerns, or suggestions in a timely manner. Violations of policies, including this policy shall be filed in accordance with the City Grievance Procedure.

In the event the employee's inquiries, concerns, or suggestions are not addressed in a timely manner, or s/he anticipates negative repercussions from communication with the immediate supervisor, the employee may direct the communication to the immediate supervisor's supervisor. Concerns and suggestions shall be advanced to each step including department director, human resources, and city administrator if closure ~~did~~does not occur at the earliest possible level of communication.

Bypassing a step in the administration/management structure does not constitute insubordination. Insubordination in the workplace refers to an employee's intentional refusal to obey an employer's lawful and reasonable orders. Such a refusal would undermine a supervisor's level of respect and ability to manage and, therefore, is often a reason for disciplinary action, up to and including termination.

Elected and appointed officials, including mayor, council members, and commissioners frequently solicit employee feedback to better understand operations, improve policy, and ~~to~~ ensure quality service. Suggestions, grievances, and concerns shall only be addressed with policymakers following the exhaustion of resolution through the administration/management structure.

Notwithstanding the previous paragraph, a disagreement between employee and supervisor shall not be a reason to bypass the administration/management structure and bring issues to elected or appointed officials.

Directors, managers, and supervisors shall respect the administration/management structure of other departments and divisions by coordinating work direction through the respective department director.

Retribution or retaliation by supervisory staff for the expression of ideas is not tolerated. A supervisor's decision to not act on or accept an employee's suggestion or recommendation shall not be construed as retribution, retaliation, or inaction.

Discipline

The city retains the right to take any disciplinary action deemed appropriate based upon

the nature and severity of the infraction(s) and the conditions surrounding the incident. The city retains the sole discretion to determine what behavior warrants disciplinary action and which action will be imposed.

The city may use progressive discipline to correct negative behavior rather than punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies **implies simply** that any city employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors can issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period.

Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the city administrator.

A written reprimand will: (1) state what happened; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The city administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans, who have completed their initial probationary period, will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on Administrative Leave pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on the nature of the allegations. If the allegation is proven false, the relevant documents shall be removed from the employee's personnel ~~file~~file, and the employee will receive any compensation and benefits due had the suspension not taken place.

Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the city administrator determines a demotion or transfer to be the best solution to the problem.

The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Salary

An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies.

Dismissal

The city administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed his/her initial probationary period, the appropriate hearing notice will be provided, and all rights will be afforded to the veteran in accordance with Minnesota law.

While the city strives for consistency, the level of discipline taken in any given case does not establish a precedent for future similar circumstances.

This policy does not change the fact that city employment is at-will, meaning an employee and the city have the right to terminate employment at any time and for any reason, with or without cause or notice.

Grievance Procedure

Any dispute between an employee and the city relative to the application, meaning, or interpretation of personnel policies will be settled in the following manner:

Step 1 - The employee must present a grievance in writing, stating the nature, the facts in which it is based, the provision(s) of the personnel policy allegedly violated, and the remedy requested, to the immediate supervisor and department director within twelve (12) days after the alleged violation or dispute has occurred. The immediate supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2 - If the grievance is not settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts in which it is based, the provision(s) of the personnel policy allegedly violated and the remedy requested, to the ~~department director~~city administrator within seven (7) days after the due date of the supervisor's response. The ~~department director~~city administrator and grievant shall schedule an in-person meeting to include necessary participants within seven (7) days as practicable. The city administrator will respond to the employee in writing within seven (7) calendar days of the in-person meeting.

~~Step 3 - If the grievance is not settled in accordance with Step 2, it must be presented in writing, stating the nature of the grievance, the facts in which it is based, the provision(s) of the personnel policy allegedly violated and the remedy requested, to the city administrator within seven (7) days after the due date of the department director's response. The city administrator or his/her designee will respond to the employee in writing within seven (7) calendar days.~~ The decision of the city administrator is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Department of Administration.

Waiver - If a grievance is not presented within the time limits set forth above, it will be considered "waived." A grievance not appealed to the next step in the specified time limit or any agreed extension thereof will be considered settled based on the city's last answer. If the city does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the city and employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
- Pay increases or lack thereof.

The above list is not meant to be all inclusive or exhaustive.

Choice of Remedy

It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in the policy, shall not be considered grievances under this policy. If more than one procedure is available for resolution of a dispute arising from any provisions covered by the agreement, the aggrieved employee shall be limited to one procedure through which remedy may be sought. If the aggrieved employee utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the

extent that it is required by state or federal law.

Safety

The city seeks to ensure the personal safety of employees and to prevent occupationally induced injuries and illnesses. To the greatest degree possible, management seeks to maintain a safe and hazard-free work environment.

It is the policy of the City Council to provide employees with safe working conditions through the following means:

A Safety Committee consisting of employees and management representing each department and employee group is charged with creating and maintaining a safety program in compliance with all applicable federal, state, and local laws.

The Committee or sub-committee reviews occupational illness and injury, and incidents that result in damage to city property, and strives to take action to ensure that unsafe work methods, unsafe work sites, and unsafe equipment are identified and made safe.

All employees are required to fully comply with the Safety Program as administered by the Safety Committee.

Department directors, management, and supervisory employees are responsible for implementing the Safety Program by training their employees in safe work methods and by enforcing compliance with safety standards set by the Safety Committee.

Department directors are responsible for providing all employees with ~~the~~ safety equipment and safety clothing that is necessary for employees to perform their duties in a safe manner.

New employees receive a copy of the *City of Elk River Employee Safety Manual* during their onboarding. Employees are required to read the manual carefully and discuss areas of concern with their supervisor. Employees are required to develop safe work habits and to contribute to the safety of themselves and co-workers.

To be successful, the safety program must be the shared responsibility of all employees. Employees are required to:

- Immediately report to their supervisor all unsafe equipment, practices, or procedures that pose a threat to the safety of employees or others.
- Cooperate with and assist in the investigation of accidents to identify the causes and to prevent recurrence.
- Be active in department and city safety programs.
- Observe and promote safe work habits.
- Report injuries to supervisor immediately.

Employees who do not follow and abide by the city's safety policies will be subject to discipline up to and including termination.

Where safety equipment is required by federal, state, or local rules and regulations, it is a

condition of employment that such equipment be worn by the employee.

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the city's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

Safety Equipment Reimbursement

The city reimburses employees for certain foot and eye protection required by the city safety policy. Employees required to wear protective footwear may be reimbursed based on the Foot Protection Policy attached as Exhibit B. Employees required to wear eye protection may be reimbursed based on the Prescription Safety Eyewear Policy attached as Exhibit C.

Incident Reporting

Employees are required to report accidents resulting in personal injuries and/or vehicle, equipment, or property damage to their supervisor immediately.

Employees shall immediately report all accidents and injuries occurring within the course of employment to their supervisor and complete an Employee Incident Report. The supervisor shall submit a Supervisor's Report of Injury Form to Human Resources within twenty-four (24) hours of the injury. Both forms are on *Access Elk River*.

Employees shall immediately report all damage to city property to their supervisor. The supervisor shall submit documentation regarding the incident to the Finance Department within twenty-four (24) hours of the time of the damage or accident. A copy of the Minnesota Motor Vehicle Accident Report must be submitted for all vehicle accidents.

Further details on this policy and a complete summary of responsibilities and procedures are available from the Safety Coordinator.

Workers' Compensation

An employee temporarily unable to work due to an injury or illness sustained in the performance of their city work may be eligible for Workers' Compensation subject to the provisions of the State of Minnesota Workers' Compensation Law.

An employee who becomes eligible to receive Workers' Compensation will retain the total amount of the Workers' Compensation check and may receive the difference between their Workers' Compensation payment and the employee's regular gross salary with accrued sick leave. If accrued sick leave is not available, vacation or compensatory time may be used. The total of the Workers' Compensation check and the accrued leave compensation may not exceed the employee's normal gross pay.

Conduct

Ethics of Public Employment

The city affirms it is in the public's interest and general welfare of the community and its residents that a statement of ethics be established for all city employees.

Employees shall not use their official position for personal gain, engage in any business, transaction, or have a financial interest, directly or indirectly, conflicting with the proper performance of their official duties.

Accepting Gifts

Employees shall not accept, either directly or indirectly, any money, property, gift, gratuity, reward, loan, fee, discount, special consideration, or special accommodation arising from or offered because of their employment or any activity connected with their employment with the city.

Employee Endorsements

No employee shall, in any manner or form, endorse, recommend, or advertise a product or service by using the city's name or the employee's name and/or title.

Conflict of Interest

The credibility of local government rests heavily upon the confidence residents have in public officials to render fair and impartial services to all without regard to personal interest and/or political influence. Thus, city officials and employees must scrupulously avoid any activities that suggest a conflict of interest between their private interests and city responsibilities.

The city has adopted a Conflict of Interest Ordinance that addresses these issues (Chapter 2, Article 3, Division 3, Section 2-132). Employees and officials are required to follow all applicable laws related to conflicts of interest, including the city's Conflict of Interest Ordinance which can be found on *Access Elk River* and in the City Code of Ordinances.

Whistleblower Protections

An employee of the city who, in good faith, reports an activity that s/he considers to be illegal or dishonest to one or more of the parties may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate city management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or Human Resources. The

employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

It is the city's legal responsibility to protect employees who make a complaint of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation; insofar as consistent with Minnesota Government Data Practices, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals with their legal rights of defense.

The city will not retaliate against a whistleblower. This includes but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes s/he is being retaliated against must contact Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing.

Sexual Harassment and Respectful Workplace

Employees have a right to work in an environment free from discrimination and intimidation, including harassment. The mission of the city is best accomplished in an atmosphere of professionalism that in turn is supported by mutual respect and trust. The city expects all employees to work toward this goal.

Harassment based on a person's race, color, creed, religion, national origin, sex, sexual orientation, gender, gender identity, gender expression, disability, age, marital status, familial status, pregnancy, status regarding public assistance, veteran status, or any other protected class status may be unlawful and is strictly prohibited.

Abusive Customer Behavior

While the city has a strong commitment to customer service, the city does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the employee should use his/her discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately when violence is imminent unless their duties require them to remain (such as police officers). Employees must notify their supervisor about the incident as soon as possible.

Definitions of Sexual and Other Forms of Harassment

Harassment consists of unwelcome conduct based on a person's race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, sex, sexual orientation, gender, gender identity, gender expression, disability, age, marital status, familial status, pregnancy, status with regard to public assistance, veteran status, or any other protected class status that is interfering with your job performance; or creating an intimidating, hostile, or offensive work environment; or when submission to such conduct is explicitly or implicitly:

- a term or condition of employment; or
- a basis for an employment decision affecting your job; or
- has the purpose or result of unreasonably interfering with your work performance or creating an intimidating, hostile, or offensive work environment.

The city prohibits harassment in any form, including verbal, physical, and visual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature that is interfering with your job performance; or creating an intimidating, hostile, or offensive work environment; or when submission to such conduct is explicitly or implicitly:

- a term or condition of employment; or
- a basis for an employment decision affecting your job; or
- has the purpose or result or unreasonably interfering with your work performance or creating an intimidating, hostile, or offensive work environment.

The city prohibits sexual harassment in any form, including verbal, physical, and visual harassment.

Some examples of conduct that may be sexual harassment under this policy include:

- Use of offensive or demeaning terms which have sexual connotations.
- Telling suggestive jokes or stories and conversations about sexual exploits, sexual preferences, and desires.
- Posting jokes, cartoons, pictures, objects, or stories which have a sexual content.
- Threats, demands or suggestions that an employee's work status, advancement, or other terms and conditions of employment are contingent upon the employee's toleration of or acquiescence to unwelcome sexual advances.
- Repeated, unwelcome sexual flirtations, propositions, or invitations to social engagements; or
unwelcome and objectionable physical contact or physical proximity.

Types of Disrespectful Behavior

- Violent behavior including the use of physical force, harassment, bullying, or intimidation.
- Discriminatory behavior including inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity or gender expression, familial status, or status regarding public assistance.
- Offensive behavior including such actions as rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

Scope of Policy

This policy prohibits harassment, sexual harassment, and disrespectful behavior by members of the same or opposite sex. In addition, this policy prohibits any form of harassment or disrespectful behavior by any individual, including managers and supervisors, employees, co-workers, and third parties such as clients, elected officials, consultants, contractors, or vendors who interact with employees.

Responding to Disrespectful Workplace Behavior

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police, ask the individual to leave the area, and/or take other reasonable action.

If employees see or overhear what they believe is a violation of this policy, employees should advise a supervisor, the city administrator, or human resources promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, notify a supervisor. In the event the disrespectful behavior occurring involves the employee's supervisor, the employee should contact human resources, the supervisor's manager, or the city administrator.

Step 1(a). If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request

the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor, human resources, your supervisor's supervisor, or the city administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

Step 1(c). The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, the city administrator, or human resources promptly of your concerns. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor, human resources, or the city administrator.

Reporting Harassment including Sexual Harassment

If at any time you feel you are being harassed, you should immediately contact:

- your supervisor; and/or
- a department director; and/or
- Human Resources; and/or
- the city administrator.

The city wants to resolve any problems, but it can do so only if it is aware of them. The city encourages anyone who believes s/he is being harassed to immediately report all incidents of perceived harassment.

Your report may be verbal or written; in either case, it is important that you state that your report is being made under this harassment policy, or that it concerns harassment. You may choose to whom you make the report; that choice, however, must be made from the list of individuals named above.

The city will promptly investigate harassment complaints and take appropriate action. Employees found to have committed harassing acts will be subject to corrective action up to and including termination.

City's Response

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to human resources or the city administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a

report even if requested otherwise by the victim.

In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1(a). If the nature of the allegation and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring the conduct not to reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful. The allegation shall be reported to human resources or the city administrator.

Step 1(b). Supervisors, when talking with the reporting employee, will be encouraged to ask him/her what he/she wants to see happen next. When an employee comes forward with a complaint, it is important to note the city cannot promise complete confidentiality, due to the need to investigate the issue properly. However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Formal investigations will be prompt, impartial, and thorough. The person being interviewed may have someone of his/her choosing be present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time, and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

Step 3. The supervisor must notify human resources or the city administrator about the allegations.

Step 4. In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The city will follow any other applicable policies or laws in the investigatory process.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

Step 7. The city will take reasonable and timely action, depending on the circumstances of the situation.

The city is not voluntarily engaging in a dispute resolution process within the meaning of Minn. Stat. § 363A.28, subd. 3(b) by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal, or harassment. While each situation is very fact dependent, retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations, or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media, and making false reports to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, report your concern immediately to your immediate supervisor, your supervisor's manager, human resources, or the city administrator.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations to the city administrator, or if the complaint is against the city administrator to human resources, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and city personnel policies, the city may

discipline any individual who retaliates against any person who reports alleged violations of this policy. The city may also discipline any individual who retaliates against any participant in an investigation, proceeding, or hearing relating to the report of alleged violations.

Questions About Policy

Any questions about this policy or a related matter should be referred to the city administrator or Human Resources.

Workplace Violence and Possession of Dangerous Weapons

The city seeks to provide a safe and secure workplace environment for employees, volunteers, vendors, and citizens. Violence, or the threat of violence, has no place on city premises.

The city is committed to preventing the potential for violence in and around the workplace and to fostering a work environment of respect and positive conflict resolution.

Many employees may be exposed to violence by the nature of their jobs. Violence or the threat of violence by or against any employee or other person while on city premises is strictly prohibited and may subject the individual to serious disciplinary action and/or criminal charges.

Possession, use, or threatened use of an object that could be considered a dangerous weapon, including all firearms, is prohibited on city premises, including city vehicles and personal vehicles used for city business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is concealed from view within a locked personal vehicle while that person is working on city property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

The city strives to provide a workplace environment in which all its officials and employees treat each other, their customers, clients, and all others with courtesy, dignity, and respect.

Drug and Alcohol Policy

Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the city's intent and obligation to provide a drug-free,

safe, and secure work environment.

The city contracts with federal agencies and is subject to the federal Drug-Free Workplace Act which places certain requirements on employers to maintain a drug-free workplace. In accordance with the act, you are hereby notified:

The unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance (including alcohol) is prohibited on city property or while conducting city business. Employees violating this prohibition may be subject to disciplinary action including, but not limited to, suspension or termination, and may have legal consequences.

Controlled substances include, but are not limited to, opiates, hallucinogenic substances, depressants, stimulants, and narcotics. The Drug-Free Workplace Act prohibits only *unlawful* (federal) use, possession, or distribution of such drugs in the workplace, and not the lawful use of prescription medications.

The lawful use of a controlled substance, including alcohol and cannabis is prohibited on city property or while conducting city business with an exception for use in the Alcohol Product Sampling Policy pertaining to municipal liquor store employees or while attending an event as a participant that is being held on city property. Employees violating this prohibition may be subject to disciplinary action including, but not limited to, suspension or termination.

Employees taking prescription or over-the-counter drugs that may affect the safety of others must obtain a determination from their physician as to whether the drug could affect the job safety of the employee or others. If job safety may be affected, the employee must inform his or her immediate supervisor so that appropriate accommodations and arrangements can be made.

The city recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Plan or their health insurance plans, as appropriate.

As a condition of continued employment at the city, all employees must:

- Abide by the terms of this policy; and
- Notify the employee's supervisor, Human Resources, or city administrator of any criminal drug statute conviction arising out of a violation occurring on or off work premises while conducting city business no later than five days after the conviction.

The city retains the right, at its sole discretion, to report employee conduct violating this policy to law enforcement officials and to turn over any controlled substances to the custody of law enforcement officials.

It is the city's continued policy to maintain a drug-free workplace. If you have questions about this policy, its implementation, or its application to you, please contact the city

administrator or Human Resources.

DRAFT

City of Elk River

Fitness Room Policy

INTRODUCTION

The City of Elk River strongly believes in a philosophy of promoting employee wellness. An employee wellness program benefits both the employer and employee as well as the community. Healthy employees tend to be more productive, and healthy employees reduce expenditures (i.e. city insurance costs; use of sick time and its related overtime expenses; etc.).

In the spirit of a healthy workplace, the city provides and outfits a fitness room as one part of a greater city wellness program.

POLICY

This policy encourages everyone to utilize the wellness room; with respect to limitations of types of equipment, locker space and workout space.

Employee and Guest

The fitness room is not a health club. Use of this room and equipment is open to all city and municipal utilities employees, and city council Members. Employees may bring one guest at any one time. Guests are not allowed use of the facility without the Employee. Guests must be over the age of eighteen (18). Due to safety and insurance issues, no one under the age of eighteen (18) is allowed in the fitness room under any circumstances.

Waiver

All employees who use the fitness room and equipment, and all guests, must sign a release waiver prior to using the fitness room. This is a requirement of the city insurance company.

Available Times

The fitness room is open 24-hours a day, but guests are only allowed with an employee.

Lockers and Showers

Lockers and showers are available. Lockers are intended to secure street clothes and valuables while exercising, not as an extended use. Employees shall leave the locker rooms in a clean, neat condition and shall not leave personal items in the lockers. Employees should be courteous - keep your time limited in the locker rooms if others are waiting.

The city does not provide towels for the locker room or for use with the equipment.

Miscellaneous Issues

- Training on the use of the equipment can be arranged in group settings, as necessary.
- After receipt of a signed agreement, key reader access will be provided to employees who desire access to the room.
- Disinfecting supplies are in the fitness room and users must clean equipment after use.

Conduct and Procedures

1. Proper Attire is required at all times including shirts and closed-toe footwear.
2. Foul or Abusive Language is prohibited.
3. Dumbbells, plates, and other equipment must be returned to the proper rack, stand, or location.
4. Dropping of Dumbbells or other equipment on the fitness room floor is not allowed.
5. Machines such as exercise bike, treadmill, and stair climber should be powered off after use unless others are waiting to use it.
6. Disinfecting Supplies are provided. All equipment should be disinfected after each use.
7. Breakdown of any piece of equipment should be tagged and brought to the attention of a supervisor as soon as possible.
8. Chalk is allowed if used neatly.
9. Music is allowed if kept at a reasonable level and is powered off when leaving the room.
10. Lights and fans should be turned off when the fitness room is not in use.

Update: December 2023

Fitness Room Agreement and Release

The City of Elk River ("City") has made available a fitness and workout facility (the "Facility") for the exclusive use of city and municipal utilities employees, and city council members ("Employee"). Employee's may be accompanied by one (1) guest who must be 18 years of age or older.. City and municipal utilities employees and council members are responsible for their guest. The undersigned employee and their guest ("Employee") shall be permitted to make use of the Facility upon the following terms and conditions:

1. Employee agrees to use the Facility only in accordance with rules and regulations adopted by the City, in the City's sole discretion.
2. Employee specifically agrees not to use the Facility while under the influence of any mind-altering drug or chemical, including specifically, but not exclusively, alcohol of any sort.
3. Employee acknowledges that no instruction as to the use of the Facility or any equipment therein will be provided by the City. Employee agrees to take sole responsibility to become familiar with the proper and safe use of any equipment within the Facility.
4. Employee acknowledges that certain risks may exist in the use of fitness and workout equipment. These risks include injury through defective equipment or improper use of equipment or improper conduct by Employee or third parties. Employee agrees to release City and its respective officers and employees from any claim Employee may have to any incident which occurs in or arises in any way out of Employee's use of the Facility or any equipment therein including specifically, but not exclusively, claims for personal injury, death, or property damage. Employee further agrees to indemnify, defend and hold harmless the city and its officers and employees and agents from claims for personal injury, death, or property damage for incidents occurring in or about the Facility.
5. EMPLOYEE ACKNOWLEDGES THAT THE FACILITY WILL NOT BE SUPERVISED AND AGREES THAT EMPLOYEE MAKES USE OF THE FACILITY AT EMPLOYEE'S OWN RISK.
6. EMPLOYEE HAS READ THE FITNESS ROOM POLICY AND AGREES TO ABIDE BY THE RULES STATED IN THE POLICY.
7. Terms of this Agreement apply equally to the guest as to the Employee.

Employee's Signature

Print Name

Date

Update: December 2023

City of Elk River

Foot Protection Policy

All employees will wear footwear appropriate to their job duties. Each affected employee shall wear protective footwear when working in areas where there is a danger of foot injuries due to:

- Falling and rolling objects
- Objects piercing the sole
- Exposure to electrical hazards

Employees required to wear protective footwear include: Street/Parks employees, Wastewater Treatment Facility employees, Building Maintenance employees except custodians, Building Inspectors, Fire Inspectors, and any city employee required to wear protective footwear as determined by their supervisor.

Protective Footwear Standard

Must comply with ASTM F2413 Standard which provide both impact and compression protection.

Allowance

The city will provide up to \$200 per year for regular employees and up to \$75 per year for temporary employees toward the purchase of protective footwear. Funds more than those used for footwear may be used to purchase approved safety equipment as authorized by their department director.

Some vendors may bill the city directly or original receipts must be submitted to the Finance Department for reimbursement. The cost of footwear exceeding approved allowance is the responsibility of the employee.

Adopted: May 17, 1999

Updated: February 9, 2004

December 2020

August 8, 2023

City of Elk River

Prescription Safety Eyewear Policy

Prescription Safety Eyewear

For those regular employees required to wear eye protection, the city will pay for basic protective eyewear for single vision, bifocal, and trifocal prescriptions (includes safety lenses, standard frame with side shields, case, and dispensing fee).

The city will provide one (1) complete pair of clear protective industrial safety eyewear every two (2) years or at the supervisor's discretion due to prescription change or damage resulting from work-related hazards. "Clear" lenses under this definition will also include lens tints in shades 1 or 2. Transition or changeable tint lenses that meet OSHA standard 87Z will be allowed.

The eye protection selected must clearly identify the manufacturer. Any new eye protective devices must comply with any of the following: ANSI Z87.1-2010, ANSI Z87.1-2003, or ANSI Z87.1-1989(R1998) or be at least as effective as this standard requires.

All charges relating to eye examinations, optional frame styles, or lens treatments will be the responsibility of the employee.

Employees shall use only Walman Optical approved providers. A list of approved providers can be found at www.WalmanOpticalsafetyeyewear.com under Resources, Find an Eye Doctor. Order forms are on Access under Safety, Safety Forms.

Adopted: May 17, 1999

Updated: July 18,
2001

September 2014

December 2020

December 2023